



# Utah Department of Transportation

## Right of Way Contract

### Fee Simple Acquisition - Strip

Project No: S-0085(9) Parcel No.(s): 536, 536:E

Pin No: 13149 Job/Proj No: 72192 Project Location: SR-85, MVC; 4100 South to SR-201  
County of Property: SALT LAKE Tax ID / Sidwell No: 14-11-300-007  
Property Address: 6030 West California Avenue SALT LAKE CITY UT, 84104  
Owner's Address: 2100 South State Street, Salt Lake City, UT, 84114  
Primary Phone: 801-535-6308 Owner's Home Phone: Owner's Work Phone: (801)535-6308  
Owner / Grantor (s): Salt Lake County and Salt Lake City  
Grantee: Utah Department of Transportation (UDOT)/The Department

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Quit Claim, Temporary Easement a parcel(s) of land known as parcel number(s) 536, 536:E for transportation purposes. This contract is to be returned to: Mitch Holladay (Consultant), Right of Way Agent c/o Utah Department of Transportation, 4501 South 2700 West, P.O. Box 148420, Salt Lake City, UT 84114-8420.

1. Grantor, within ten business days following Grantor's execution of this agreement, shall disclose any records in the possession of Grantor of which Shellie Finan, the Salt Lake City Real Property Manager, has current, actual knowledge (with no duty to investigate) related to any known hazardous materials upon the property. In no event shall any individual listed above have any personal liability of any kind.
2. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the Department takes possession.
3. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
4. The Department shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
5. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
6. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
7. Upon execution of this contract by the parties, Grantor grants the Department, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

#### Additional Terms:

**CONFIRMATION OF AGENCY DISCLOSURE.** Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent \_\_\_\_\_, represents purchaser.

Buyer's Brokerage \_\_\_\_\_, represents purchaser.

**Total Selling Price** \$62,500.00

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### Grantor's Initials

**Grantor understands this agreement is an option until approved by the Director of Right of Way.**

Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

\_\_\_\_\_ This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

#### Percent

#### Date

50%

\_\_\_\_\_ Salt Lake County

50%

\_\_\_\_\_ Salt Lake City

### Right of Way Agents

\_\_\_\_\_ Mitch Holladay (Consultant) / Acquisition Agent

\_\_\_\_\_ Jolene Ottley / Team Leader

\_\_\_\_\_ Approved by Director of Right of Way

**APPROVED AS TO FORM**

Salt Lake County  
District Attorney's Office

