

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING EXECUTION AND DELIVERY OF A REAL ESTATE PURCHASE CONTRACT WITH THE UTAH DEPARTMENT OF TRANSPORTATION AND APPROVING CONVEYANCE OF TWO PARCELS OF REAL PROPERTY AND THREE TEMPORARY CONSTRUCTION EASEMENTS

RECITALS

A. Salt Lake County (“the County”) owns a certain real property located at approximately 3415 South 900 West, South Salt Lake, Utah, also identified as Parcel No. 15-26-452-018 (the “Property”).

B. The Utah Department of Transportation (“UDOT”) is working on a road-widening project along 900 West in South Salt Lake City (the “Project”) and would like to acquire two separate portions of the Property (the “Parcels”), constituting a total of approximately 4,780 square feet, from the County and three temporary construction easements as part of the Project

C. UDOT has submitted a Real Estate Purchase Contract (the “REPC”) to the County for the acquisition of (1) the Parcels via two separate quit claim deeds (the “Deeds”) and (2) the temporary construction easements via three separate documents (the “Easements”). All of the Easements are to be granted to UDOT. One of the Parcels will be conveyed to UDOT, and the other will be conveyed to South Salt Lake City as provided in the Deeds attached to the REPC.

D. The total amount offered by UDOT for acquisition of the Parcels is \$164,500.00, which amount has been reviewed and approved by the Salt Lake County Real Estate Section as full and adequate consideration.

E. It has been determined that the best interests of the County and the general public

will be served by executing the REPC, the Deeds, and the Easements attached to this Resolution. These actions will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the grant and conveyance of the Parcels and the Easements to UDOT pursuant to the REPC is hereby approved, and the Mayor is authorized and directed to execute the REPC, attached hereto as Exhibit A, and any other related document necessary to complete this transaction.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized, consistent with the terms of the REPC to execute the Deeds and the Easements attached to the REPC and to deliver the fully executed documents to the Salt Lake County Real Estate Section for delivery to UDOT upon payment of the agreed upon purchase amount.

APPROVED and ADOPTED this _____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton, Chair

ATTEST:

Lannie Chapman
Salt Lake County Clerk

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Granato voting _____
Council Member Harrison voting _____
Council Member Stewart voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____
Council Member Winder Newton voting _____

EXHIBIT A

(Real Estate Purchase Contract)



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: F-0171(60)9 Parcel No.(s): 100, 100:2E, 100:3E, 100:C, 100:E
 Pin No: 17837 Job/Proj No: 55532 Project Location: 3300 South and 900 West
 County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-26-452-018
 Property Address: 3415 South 900 West SOUTH SALT LAKE UT, 84119
 Owner's Address: C/O Real Estate Dept # S3200 PO Box 144575, SALT LAKE CITY, UT, 84114
 Primary Phone: 801-243-8532 Owner's Home Phone: (801)243-8532 Owner's Work Phone:
 Owner / Grantor (s): Salt Lake County, a body corporate and politic of the State of Utah

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, Salt Lake County, a body corporate and politic of the State of Utah ("Owner") agrees to sell to the Utah Department of Transportation ("UDOT") the Subject Property described below for Transportation Purposes,¹ and UDOT and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 100, 100:2E, 100:3E, 100:C, 100:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. UDOT shall pay and Owner accepts \$164,500 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **N/A**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and UDOT have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or UDOT under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the UDOT Director of Right of Way, Owner grants UDOT, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or 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, statutory relocations caused by the project, and other related transportation uses.



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: F-0171(60)9 Parcel No.(s): 100, 100:2E, 100:3E, 100:C, 100:E
 Pin No: 17837 Job/Proj No: 55532 Project Location: 3300 South and 900 West
 County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-26-452-018
 Property Address: 3415 South 900 West SOUTH SALT LAKE UT, 84119
 Owner's Address: C/O Real Estate Dept # S3200 PO Box 144575, SALT LAKE CITY, UT, 84114
 Primary Phone: 801-243-8532 Owner's Home Phone: (801)243-8532 Owner's Work Phone:
 Owner / Grantor (s): Salt Lake County, a body corporate and politic of the State of Utah

4.2 Fees/Costs.

(a) **Escrow Fees.** UDOT agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) **Title Insurance.** If UDOT elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold UDOT harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to UDOT in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

Improvements acquired include the following: 3,605 Sq. Ft of sprinklered grass. In the amount of \$9,013.00, which is included in the total purchase price.

UDOT's contractor shall restore all disturbed turf and sprinklers (consistent with the existing landscaping), within the temporary construction easements as part of the project.



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: F-0171(60)9 Parcel No.(s): 100, 100:2E, 100:3E, 100:C, 100:E
 Pin No: 17837 Job/Proj No: 55532 Project Location: 3300 South and 900 West
 County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-26-452-018
 Property Address: 3415 South 900 West SOUTH SALT LAKE UT, 84119
 Owner's Address: C/O Real Estate Dept # S3200 PO Box 144575, SALT LAKE CITY, UT, 84114
 Primary Phone: 801-243-8532 Owner's Home Phone: (801)243-8532 Owner's Work Phone:
 Owner / Grantor (s): Salt Lake County, a body corporate and politic of the State of Utah

**SIGNATURE PAGE TO
 UTAH DEPARTMENT OF TRANSPORTATION
 REAL ESTATE PURCHASE CONTRACT**

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 / Company, Ashley Barreras / AJG, represents purchaser.

Authorized Signature(s):

Exhibit Only, Do Not Sign

_____ Date

Print Name:

_____ Date _____ Date

100% Salt Lake County - OWNER(s)

UTAH DEPARTMENT OF TRANSPORTATION

_____ Date

Charles A. Stormont
 UDOT Director of Right of Way

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: F-0171(60)9 Parcel No.(s): 100, 100:2E, 100:3E, 100:C, 100:E

Pin No: 17837 Job/Proj No: 55532 Project Location: 3300 South and 900 West

County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-26-452-018

Property Address: 3415 South 900 West SOUTH SALT LAKE UT, 84119

Owner's Address: C/O Real Estate Dept # S3200 PO Box 144575, SALT LAKE CITY, UT, 84114

Primary Phone: 801-243-8532

Owner's Home Phone: (801)243-8532

Owner's Work Phone:

Owner / Grantor (s): Salt Lake County, a body corporate and politic of the State of Utah

Exhibit A

(Attach conveyance documents)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed (County)

Salt Lake County

Tax ID No.	15-26-452-018
PIN No.	17837
Project No.	F-0171(60)9
Parcel No.	0171:100

Salt Lake County, a Body Corporate and Politic, of the State of Utah, Grantor hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, all right, title, and interest in and to the following described parcel of land in Salt Lake County, State of Utah, to-wit:

SEE EXHIBIT 'A'

PIN No. 17837
Project No. F-0171(60)9
Parcel No. 0171:100

SALT LAKE COUNTY

By Exhibit Only, Do Not Sign
Mayor or Designee Signature

By _____
Clerk or Designee Signature

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me, _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

Notary Public
Residing in Salt Lake County

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me, _____, who being by me duly sworn, did say and acknowledge that s/he is the _____ Clerk of Salt Lake County, and that the foregoing instrument was signed by her/him on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

Notary Public
Residing in Salt Lake County

PIN No.	17837
Project No.	F-0171(60)9
Parcel No.	0171:100

EXHIBIT 'A'

A parcel of land in fee for the widening of the existing highway State Route 171 (3300 South Street) known as Project No. F-0171(60)9, being part of Lot 1 of the Kennard Korner Subdivision recorded on February 4, 2000 as Entry No. 7569553 in Book 2000P at Page 37, situate in the SW1/4 SE1/4 of Section 26, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a Northwest Corner of said Lot 1 in the southerly right of way line of the existing State Route 171 (3300 South Street), said corner is also 418.47 feet N.89°42'57"W. along said southerly right of way line from a northeast corner of said Lot 1, which northwest corner is also 58.18 feet perpendicularly distant easterly from the control line of 900 West Street opposite approximate engineer station 106+25.24; and running thence S.89°42'57"E. 29.82 feet along said southerly right of way line to a line parallel with and 88.00 feet perpendicularly distant easterly from said control line opposite approximate engineer station 106+25.03; thence S.00°07'07"E. 8.53 feet along said parallel line to a point opposite engineer station 106+16.50; thence S.89°52'53"W. 7.00 feet to a point 81.00 feet perpendicularly distant easterly from said control line opposite engineer station 106+16.50; thence S.44°26'13"W. 45.61 feet to a point 49.00 feet perpendicularly distant easterly from said control line opposite engineer station 105+84.00; thence S.89°52'53"W. 16.00 feet to the easterly right of way line of 900 West Street; thence N.00°07'07"W. 16.24 feet along said easterly right of way line to the beginning of a 25.00-foot radius curve to the right; thence Northeasterly 39.45 feet along the arc of said curve through a central angle of 90°24'10" (Note: chord bears N.45°04'58"E. for a distance of 35.48 feet) along said southerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land contains 1,383 square feet or 0.032 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°13'07" clockwise to obtain project bearings.)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Construction Easement (County)

Salt Lake County	Tax ID No.	15-26-452-018
	PIN No.	17837
	Project No.	F-0171(60)9
	Parcel No.	0171:100:2E

Salt Lake County, a Body Corporate and Politic of the State of Utah, Grantor(s), hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

SEE EXHIBIT 'A'

PIN No. 17837
Project No. F-0171(60)9
Parcel No. 0171:100:2E

SALT LAKE COUNTY

By Exhibit Only, Do Not Sign
Mayor or Designee Signature

By _____
Clerk or Designee Signature

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me, _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

Notary Public
Residing in Salt Lake County

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me, _____, who being by me duly sworn, did say and acknowledge that s/he is the _____ Clerk of Salt Lake County, and that the foregoing instrument was signed by her/him on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

Notary Public
Residing in Salt Lake County

PIN No. 17837
Project No. F-0171(60)9
Parcel No. 0171:100:2E

EXHIBIT 'A'

A temporary easement, upon part of an entire tract of land in Lot 1 of the Kennard Korner Subdivision recorded on February 4, 2000 as Entry No. 7569553 in Book 2000P at Page 37, situate in the SW1/4 SE1/4 of Section 26, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the construction of intersection improvements at SR-171 (3300 South Street) and 900 West Street known as Project No. F-0171(60)9. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the easterly right of way line of 900 West Street, which point is 1,196.87 feet N.00°07'07"W. along said easterly right of way line from the Southwest Corner of said Lot 1, said point is also 33.00 feet perpendicularly distant easterly from the control line of said project opposite engineer station 102+66.00; and running thence N.89°52'53"E. 30.00 feet to a line parallel with and 63.00 feet perpendicularly distant easterly from said control line opposite engineer station 102+66.00; thence S.00°07'07"E. 36.00 feet along said parallel line to a point opposite engineer station 102+30.00; thence S.89°52'53"W. 30.00 feet to said easterly right of way line; thence N.00°07'07"W. 36.00 feet along said easterly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described part of an entire tract of land contains 1,080 square feet or 0.025 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°13'07" clockwise to obtain project bearings.)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Construction Easement (County)

Salt Lake County	Tax ID No.	15-26-452-018
	PIN No.	17837
	Project No.	F-0171(60)9
	Parcel No.	0171:100:3E

Salt Lake County, a Body Corporate and Politic of the State of Utah, Grantor(s), hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

SEE EXHIBIT 'A'

PIN No. 17837
Project No. F-0171(60)9
Parcel No. 0171:100:3E

SALT LAKE COUNTY

By Exhibit Only, Do Not Sign
Mayor or Designee Signature

By _____
Clerk or Designee Signature

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me, _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

Notary Public
Residing in Salt Lake County

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me, _____, who being by me duly sworn, did say and acknowledge that s/he is the _____ Clerk of Salt Lake County, and that the foregoing instrument was signed by her/him on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

Notary Public
Residing in Salt Lake County

PIN No.	17837
Project No.	F-0171(60)9
Parcel No.	0171:100:3E

EXHIBIT 'A'

A temporary easement, upon part of an entire tract of land in Lot 1 of the Kennard Korner Subdivision recorded on February 4, 2000 as Entry No. 7569553 in Book 2000P at Page 37, situate in the SW1/4 SE1/4 of Section 26, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the construction of intersection improvements at SR-171 (3300 South Street) and 900 West Street known as Project No. F-0171(60)9. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point, which point is 1,514.87 feet N.00°07'07"W. along the easterly right of way line of 900 West Street and 16.00 feet N.89°52'53"E. from the Southwest Corner of said Lot 1, said point is also 49.00 feet perpendicularly distant easterly from the control line of said project opposite engineer station 105+84.00; and running thence N.44°26'13"E. 14.25 feet to a line parallel with and 59.00 feet perpendicularly distant easterly from said control line opposite approximate engineer station 105+94.16; thence S.00°07'07"E. 26.66 feet along said parallel line to a point opposite engineer station 105+67.50; thence N.89°52'53"E. 77.00 feet to a line parallel with and 136.00 feet perpendicularly distant easterly from said control line opposite engineer station 105+67.50; thence S.00°07'07"E. 28.00 feet along said parallel line to a point opposite engineer station 105+39.50; thence S.89°52'53"W. 77.00 feet to a line parallel with and 59.00 feet perpendicularly distant easterly from said control line opposite engineer station 105+39.50; thence S.00°07'07"E. 100.50 feet along said parallel line to a point opposite engineer station 104+39.00; thence S.10°21'26"W. 60.51 feet to a line parallel with and 48.00 feet perpendicularly distant easterly from said control line opposite engineer station 103+79.50; thence S.00°07'07"E. 19.50 feet along said parallel line to a point opposite engineer station 103+60.00; thence S.89°52'53"W. 5.00 feet to a line parallel with and 43.00 feet perpendicularly distant easterly from said control line opposite engineer station 103+60.00; thence N.00°07'07"W. 19.50 feet along said parallel line to a point opposite engineer station 103+79.50; thence N.05°35'31"E. 60.30 feet to a line parallel with and 49.00 feet perpendicularly distant easterly from said control line opposite engineer station 104+39.50; thence N.00°07'07"W. 144.50 feet along said parallel line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described part of an entire tract of land contains 4,202 square feet or 0.097 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°13'07" clockwise to obtain project bearings.)

WHEN RECORDED, MAIL TO:
South Salt Lake City
Public Works Dept.
220 East Morris Avenue #200
Salt Lake City, Utah 84115

WITH A COPY TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed (County)

Salt Lake County	Tax ID No.	15-26-452-018
	PIN No.	17837
	Project No.	F-0171(60)9
	Parcel No.	0171:100:C

Salt Lake County, a Body Corporate and Politic, of the State of Utah, Grantor(s), hereby QUIT CLAIMS to South Salt Lake City, Grantee, at 220 East Morris Avenue, South Salt Lake City, Utah 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, all right, title, and interest in and to the following described parcel of land in Salt Lake County, State of Utah, to-wit:

SEE EXHIBIT 'A'

PIN No. 17837
Project No. F-0171(60)9
Parcel No. 0171:100:C

SALT LAKE COUNTY

By Exhibit Only, Do Not Sign
Mayor or Designee Signature

By _____
Clerk or Designee Signature

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me, _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

Notary Public
Residing in Salt Lake County

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me, _____, who being by me duly sworn, did say and acknowledge that s/he is the _____ Clerk of Salt Lake County, and that the foregoing instrument was signed by her/him on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

Notary Public
Residing in Salt Lake County

PIN No.	17837
Project No.	F-0171(60)9
Parcel No.	0171:100:C

EXHIBIT 'A'

A parcel of land in fee for the widening of 900 West Street known as Project No. F-0171(60)9, being part of Lot 1 of the Kennard Korner Subdivision recorded on February 4, 2000 as Entry No. 7569553 in Book 2000P at Page 37, situate in the SW1/4 SE1/4 of Section 26, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the easterly right of way line of the existing 900 West Street, which point is 1,514.87 feet N.00°07'07"W. along said easterly right of way line from the Southwest Corner of said Lot 1, said corner is also 33.00 feet perpendicularly distant easterly from the control line of said project opposite engineer station 105+84.00; and running thence N.89°52'53"E. 16.00 feet to a line parallel with and 49.00 feet perpendicularly distant easterly from said control line opposite engineer station 105+84.00; thence S.00°07'07"E. 144.50 feet along said parallel line to a point opposite engineer station 104+39.50; thence S.05°35'31"W. 60.30 feet to a line parallel with and 43.00 feet perpendicularly distant easterly from said control line opposite engineer station 103+79.50; thence S.00°07'07"E. 30.50 feet; thence S.89°52'53"W. 10.00 feet to said easterly right of way line; thence N.00°07'07"W. 235.00 feet along said easterly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land contains 3,397 square feet or 0.078 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°13'07" clockwise to obtain project bearings.)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Construction Easement (Corporation)

Salt Lake County	Tax ID No.	15-26-451-024
	PIN No.	17837
	Project No.	F-0171(60)9
	Parcel No.	0171:100:E

Salt Lake County, a Body Corporate and Politic of the State of Utah, Grantor(s), hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

SEE EXHIBIT 'A'

PIN No. 17837
Project No. F-0171(60)9
Parcel No. 0171:100:E

SALT LAKE COUNTY

By Exhibit Only, Do Not Sign
Mayor or Designee Signature

By _____
Clerk or Designee Signature

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me, _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

Notary Public
Residing in Salt Lake County

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me, _____, who being by me duly sworn, did say and acknowledge that s/he is the _____ Clerk of Salt Lake County, and that the foregoing instrument was signed by her/him on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

Notary Public
Residing in Salt Lake County

PIN No.	17837
Project No.	F-0171(60)9
Parcel No.	0171:100:E

EXHIBIT 'A'

A temporary easement, upon part of entire tract of land in of Lot 1 of the Kennard Korner Subdivision recorded on February 4, 2000 as Entry No. 7569553 in Book 2000P at Page 37, situate in the SW1/4 SE1/4 of Section 26, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the construction of intersection improvements at SR-171 (3300 South Street) and 900 West Street known as Project No. F-0171(60)9. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the easterly right of way line of 900 West Street, which point is 1,130.87 feet N.00°07'07"W. along said easterly right of way line from the Southwest Corner of said Lot 1, said point is also 33.00 feet perpendicularly distant easterly from the control line of said project opposite engineer station 102+00.00; and running thence N.89°52'53"E. 23.00 feet to a line parallel with and 56.00 feet perpendicularly distant easterly from said control line opposite engineer station 102+00.00; thence S.00°07'07"E. 36.00 feet along said parallel line to a point opposite engineer station 101+64.00; thence S.89°52'53"W. 23.00 feet to said easterly right of way line; thence N.00°07'07"W. 36.00 feet along said easterly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described part of an entire tract of land contains 828 square feet or 0.019 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°13'07" clockwise to obtain project bearings.)