

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING THE ACQUISITION OF A FEE INTEREST IN CERTAIN REAL PROPERTY FROM MK COMMERCIAL, LLC, AS PART OF THE SURPLUS CANAL PROJECT AND THE TRANSFER OF A PORTION OF THE COUNTY'S REAL ESTATE INTEREST IN ADJACENT PROPERTY TO MK COMMERCIAL, LLC

RECITALS

A. Salt Lake County ("County") is responsible for the operation and maintenance of the Surplus Canal, which is designed to divert water from the Jordan River to control flood flows.

B. Over the years, the County has acquired various types of interest from private property Owner for the Surplus Canal's existing location.

C. The County is currently working on a project to clarify and make its real property interests along the Surplus Canal uniform and remove encroachments into the Surplus Canal's levee system.

D. MK Commercial, LLC (the "Owner") owns a parcel of real property located in Salt Lake City that is adjacent to the Surplus Canal where the interests of the County need to be clarified and encroachments removed (the "Owner's Property").

E. Following negotiations, the County and the Owner have negotiated a Right of Way Contract to address the County's acquisition of a portion (the "Acquisition Parcel") of the Owner's Property. The Right of Way Contract is attached hereto as Exhibit 1.

F. According to the Right of Way Contract, the parties have agreed that the Owner will convey the Acquisition Parcel to the County by quit-claim deed ("Owner's Deed"). The Owner's Deed is attached to the Right of Way Contract as Exhibit A.

G. Owner has occupied a small portion of an adjacent parcel that is owned by the County (the "Occupation Parcel").

H. As part of this acquisition and to clear up any issues regarding ownership, the parties have also agreed in the Right of Way Contract that the County will convey the Occupation Parcel to Owner that Owner has occupied (the “Occupied Property”) via a quit-claim deed (“County’s Deed”). The County’s Deed is attached to the Right of Way Contract as Exhibit B.

I. The Right of Way Contract also requires Owner to remove certain piles of debris from the Acquisition Parcel.

J. It has been determined that the best interests of the County and the general public will be served by accepting the Owner’s Deed from the Owner and quit-claiming the Occupied to the Owner. This transaction will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council (the “County Council”) that the Occupation Parcel is hereby declared surplus property.

IT IS FURTHER RESOLVED by the County Council that the Right of Way Contract (“Contract”) between the County and the Owner is hereby approved and the Mayor is hereby authorized to execute the Contract, a copy of which is attached as Exhibit 1 and by this reference made a part hereof, and deliver the fully executed document to the County Real Estate Section.

IT IS FURTHER RESOLVED by the County Council that upon receipt of Owner’s Deed from Owner, the Mayor and Clerk are authorized to execute such other documents as may be reasonably necessary to effectuate the terms of the approved contract, including the County’s Deed, attached as Exhibit B to the Contract, and to deliver such fully executed documents to the County Real Estate Section for delivery to Owner.

APPROVED and ADOPTED this _____ day of _____, 2022.

SALT LAKE COUNTY COUNCIL

By: _____
Laurie Stringham, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

- Council Member Alvord voting _____
- Council Member Bradley voting _____
- Council Member Bradshaw voting _____
- Council Member DeBry voting _____
- Council Member Granato voting _____
- Council Member Winder-Newton voting _____
- Council Member Snelgrove voting _____
- Council Member Stringham voting _____
- Council Member Theodore voting _____

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

EXHIBIT 1

RIGHT OF WAY CONTRACT

RIGHT OF WAY CONTRACT

Fee Simple – Partial Acquisition

Project No:	FP140001	Parcel No.(s):	3750:155
Project Location:	Surplus Levee Deficiency Rehabilitation Project		
County of Property:	Salt Lake County	Tax ID / Sidwell No:	15-04-452-031
Property Address:	620 S Delong Street, Salt Lake City, UT 84104		
Owner / Grantor (s):	MK Commercial, LLC		
Owner's Address:	10777 S Martingale Drive, South Jordan, UT 84095		
Contact:	Kelly M. Kim		
Contact Phone:	801-560-5806	Email:	allykim@msn.com

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

The Grantor hereby agrees to convey and sell by Quit Claim deed a portion of the property located at 572 South Delong Street, Salt Lake City UT 84104, which property is more particularly described on Exhibit A hereto (the "Property"), to Salt Lake County for the amount of \$229,429. This contract is to be returned to Salt Lake County Real Estate Office, 2001 South State Street S3-110, Salt Lake City, UT 84190.

1. Upon signing this Right of Way contract, Grantor consents to allow Salt Lake County, its contractors, permittees, and assigns, the right to immediately occupy and commence construction or other necessary activity (such as any necessary testing (such as environmental or geotechnical), surveying, or other due diligence) on the Property.
2. Grantor shall leave the Property in the same condition as it was when this contract was signed except that Grantor shall remove all personal property and debris from the Property prior to Closing unless otherwise provided herein. No work, improvement, or alteration will be done to the Property other than what is provided for in this Contract. Grantor agrees to maintain the Property until Salt Lake County takes possession. Grantor agrees not to sell the Property to anyone else, or to enter into any contract that will affect the use of the Property when Salt Lake County takes possession.
3. Grantor agrees to transfer the Property free of all debris and toxic materials (including paint or other household products).
4. All fixtures and improvements are to remain with the Property, including landscaping, retaining walls, fences, etc.
5. Closing shall occur on or before April 15, 2022, at the offices of Secured Land Services ("the Title Company"). The Property will be conveyed from Grantor to Salt Lake County by Quit Claim Deed, free of all liens and encumbrances except recorded easements. A copy of the Quit Claim Deed to Grantor is attached as Exhibit A. Salt Lake County may, at its expense, acquire a policy of title insurance. Salt Lake County shall pay routine closing costs and escrow fees, if any. Grantor agrees to pay any and all taxes assessed against the Property to the date of Closing. Salt Lake County will not pay brokerage or legal fees.
6. Grantor understands and agrees that Salt Lake County will not accept delivery of the Quit Claim Deed from the Right of Way Agent, and will not take ownership of the Property, unless and until Salt Lake County is satisfied with (a) the status of title to the Property, and (b) the physical and environmental condition of the Property.
7. Grantor bears all risk of loss or damage to the Property until Closing.
8. Grantor understands that at Closing, at its discretion, Salt Lake County may pay the full amount of \$229,429.00 directly to Grantor as provided herein. **In that event, it is Grantor's responsibility to understand and fulfill any obligations to lienholders, mortgagees, or others who may have an interest in the Property or the proceeds from its sale.** Grantor shall indemnify and hold harmless the County from and against any and all claims, demands and actions, including costs, from lienholders or lessees of the Property. At closing, the Title Company will disburse funds to Grantor as follows: \$181,899 shall be delivered to Grantor at Closing and the remaining \$47,530 shall be paid to Grantor as provided below in Section 13.
9. Grantor is aware that Utah Code Ann. § 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 waives any right under Utah Code Ann. § 78B-6-520.3 that Grantor may have to repurchase the property being acquired herein.
10. Grantor acknowledges and accepts the percent of ownership listed below and agrees that the portion of the total selling price received will correspond with the respective percent of ownership.
11. This Right of Way Contract contains the entire agreement between Grantor and Salt Lake County, and it shall be

governed by the laws of the State of Utah. The undersigned represents and warrants that he/she/they have authority to sign on behalf of Grantor.

- 12. 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.
- 13. Grantor acknowledges that the Total Settlement amount includes a payment of \$47,530 (the "Debris Funds") to Grantor for the cost of moving piles of debris, including rebar and other byproducts from its business operations (the "Debris Piles"), from their current locations on the Property to a new location on Grantor's retained property behind the new right of way line. If Grantor is unable to remove the Debris Piles prior to Closing, Grantor shall have until April 15, 2022, to move the Debris Piles off of the Property. The full amount of the Debris Funds shall be held in escrow until the Debris Piles have been moved from the Property to the satisfaction of the County. Upon written confirmation from the County that the Debris Piles have been removed from the Property, the Debris Funds shall be released by the Title Company to Grantor. Once the Debris Piles have been removed to the satisfaction of the County, the County will put up a chain-link fence with privacy slats on the new right of way line at the County's expense. The terms of this Section shall survive Closing.
- 14. At Closing, Salt Lake County will convey to MK Commercial, LLC a portion of Parcel 15-09-201-003 by Quit Claim Deed as part of this transaction. The Portion of Parcel 15-09-201-003 contains approximately 1,643 square feet, and the parties have agreed that to value this area at \$7 per square for a total purchase price of \$11,501. A copy of the Quit Claim Deed to Grantor is attached as Exhibit B. The Total Settlement reflects a credit to Grantor for this amount.

Total Settlement \$229,429

Grantor understands and acknowledges that this Contract is not binding until approved by the Salt Lake County Real Estate Manager and the Salt Lake County Mayor or Designee

Both Owner's Initials KMK ADK

IN WITNESS WHEREOF, the parties have executed this Contract as of this the 22 day of February, 2022.

Owner/Grantor:

MK Commercial, LLC

Kelly M. Kim
By: Kelly M. Kim
Its: Manager

2-22-22
Date

Alyson D. Kim
By: Alyson D. Kim
Its: Manager

2/22/22
Date

Salt Lake County

Exhibit Only, Do Not Sign
Mayor or Designee

Date

Approved:

APPROVED AS TO FORM:

Salt Lake County Real Estate Manager Date

R. Christopher Preston
Deputy District Attorney

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-3300

Exhibit A To Right of Way Contract

Space above for County Recorder's use

QUITCLAIM DEED Limited Liability Company

Real Estate Parcel No.: 3750.155:C
3750.155:2C
Tax Serial No. 15-04-452-031
County Project No.: FP140001
Surveyor WO: SU20160226

MK COMMERCIAL, LLC, GRANTOR(s), of Salt Lake City, State of Utah, hereby Quitclaim(s) to **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other valuable consideration, the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

IN WITNESS WHEREOF said MK COMMERCIAL, LLC, has caused this instrument to be executed by its proper officers hereunto duly authorized, this ___ day of _____, 20__.

MK COMMERCIAL, LLC

Exhibit Only, Do Not Sign

STATE OF _____)
) ss
COUNTY OF _____)

By: _____

By: _____

On the date first above written personally appeared before me _____, and _____, who, being by me duly sworn said that he/she/they is/are the _____ and _____ of **MK COMMERCIAL, LLC**, and that the within and foregoing instrument was signed in behalf of said company by authority of its Operating Agreement, and said _____, and _____ acknowledged to me that said company executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____

My Commission Expires: _____

Residing in _____

(EXHIBIT A)

Two parcels of land being part of an entire tract described in that Quit Claim Deed recorded January 29, 2003 as Entry No. 8510601 in Book 8728, at Page 4790 in the Office of the Salt Lake County Recorder. Said parcels of land are located in the Southeast Quarter of Section 4 and the Northeast Quarter of Section 9, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and are described as follows:

Parcel 3750.155:C

Beginning at the intersection of the northerly boundary line of said entire tract and a northeasterly right-of-way line of the Jordan River and Surplus Canal As Constructed Levee Construction and Channel Improvement plans created by the Corps of Engineers, U.S. Army referenced as Spec No. 2493 and File No. JO-4-52 dated May 11, 1961 and shown on that certain Surplus Canal Centerline Survey plat filed as No. S2018-08-0579 in the office of the Salt Lake County Surveyor, which is 3242.21 feet S. 89°55'39" E. along the Section line and 343.69 feet North from the Southwest Quarter of said Section 4; thence S. 24°02'54" E. 376.57 feet along said northeasterly right-of-way line to a southerly boundary line of said entire tract and southerly line of said Section 4; thence N. 89°55'39" W. (R = South 89°50'34" West) 305.30 feet along said lines to a southwesterly corner of said entire tract; thence along the boundary line of said entire tract the following three (3) courses; 1) N. 11°00'21" E. (R = North 10°46'34" East) 199.60 feet; 2) N. 14°27'39" W. (R = North 14°41'26" West) 152.60 feet to a northerly corner of said entire tract; 3) S. 89°55'39" E. (R = North 89°50'34" East) 151.84 feet along said northerly boundary line to the **Point of Beginning**.

The above-described parcel of land contains 72,010 square feet in area or 1.653 acres more or less.

ALSO;

Parcel 3750.155:C2

Beginning at the intersection of the westerly boundary line of said entire tract and a northeasterly right-of-way line of the Jordan River and Surplus Canal As-Constructed Levee Construction and Channel Improvement plans created by the Corps of Engineers, U.S. Army referenced as Spec No. 2493 and File No. JO-4-52 dated May 11, 1961 and shown on that certain Surplus Canal Centerline Survey plat filed as No. S2018-08-0579 in the office of the Salt Lake County Surveyor, which is 3434.36 feet S. 89°55'39" E. along the Section line and 86.43 feet S. 00°04'21" W. from the Southwest Quarter of said Section 4; thence S. 24°02'54" E. 15.19 feet along said northeasterly right-of-way line to a southerly boundary line of said entire tract; thence N. 89°55'39" W. (R = South 89°50'34" West) 6.21 feet along said line to a southwesterly corner of said entire tract; thence N. 00°04'21" E. (R = North 0°09'26" West) 13.87 feet along said westerly boundary to the **Point of Beginning**.

The above-described parcel of land contains 43 square feet in area or 0.001 acres more or less.

The sum of the above-described parcels of land contains 72,053 square feet in area or 1.654 acres more or less.

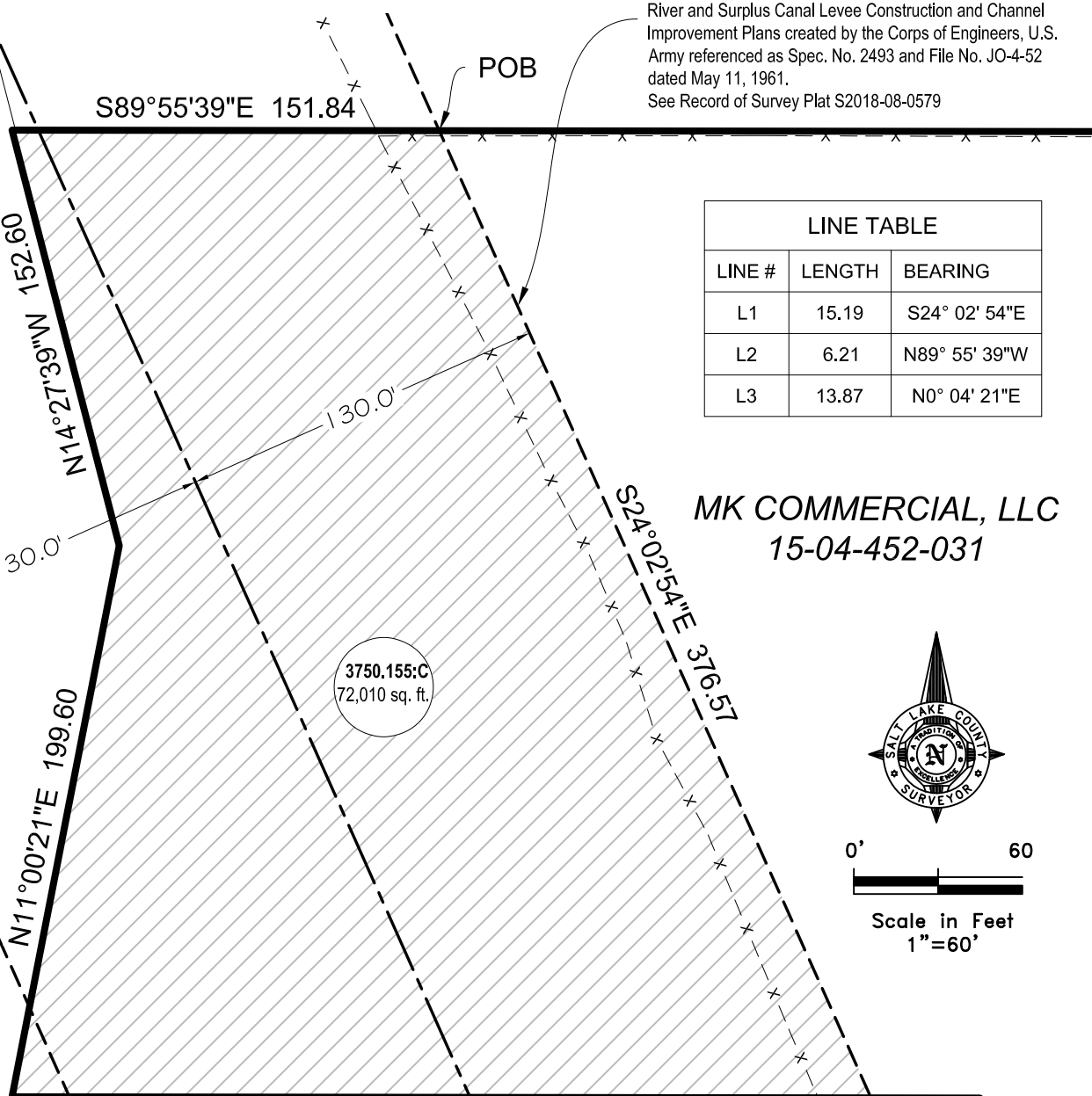
EXHIBIT "B": By this reference, made a part hereof,

BASIS OF BEARING: S. 89°55'39" E. along the Section line between the Southwest Corner and the Southeast Corner of said Section 4, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

EXHIBIT "B"

NOTE 1:
Northeasterly right-of-way line of the As-Constructed Jordan River and Surplus Canal Levee Construction and Channel Improvement Plans created by the Corps of Engineers, U.S. Army referenced as Spec. No. 2493 and File No. JO-4-52 dated May 11, 1961.
See Record of Survey Plat S2018-08-0579

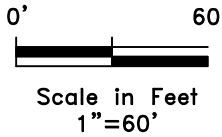
SURPLUS CANAL
INDENTURE BK: 2-C, Pg: 10
INDENTURE BK: 1594, Pg: 187
FACEMENT - S2018-08-0579



LINE TABLE		
LINE #	LENGTH	BEARING
L1	15.19	S24° 02' 54"E
L2	6.21	N89° 55' 39"W
L3	13.87	N0° 04' 21"E

MK COMMERCIAL, LLC
15-04-452-031

3750.155:C
72,010 sq. ft.



Section 4
Section 9

LEGEND

- TRACT BOUNDARY
- CENTERLINE OF SURPLUS CANAL
- ADJACENT PARCEL
- EXISTING CHAIN LINK FENCE
- QUITCLAIM AREA - 3750.155:C and 3750.155:2C

NOTE 2:
Center line of Surplus Canal as delineated in that Record of Survey plat filed as S2018-08-0579 in the Office of the Salt Lake County Surveyor.

SALT LAKE COUNTY
15-09-201-003

3750.155:2C
43 sq. ft.

Page 3 of 3
Revised: August 6, 2021



MK COMMERCIAL, LLC
JORDAN RIVER & SURPLUS CANAL
Quitclaim Deed - 3750.155:C

Prepared for:
S.L. Co. Flood Control Engineering

SE 1/4, Sec. 4 & NE 1/4, Sec. 9, T.1S, R.1W, S.L.B.&M.
Work Order No. SU20160226 Real Estate No. 3750:155

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-3300

Exhibit B To Right of Way Contract

Space above for County Recorder's use

QUITCLAIM DEED Salt Lake County

Real Estate Parcel No.: 3750.153:C
Tax Serial No. 15-09-201-003
County Project No.: FP140001
Surveyor WO: SU20160226

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to **MK Commercial LLC**, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

IN WITNESS WHEREOF, GRANTOR has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this _____ day of _____, 20 _____.

SALT LAKE COUNTY

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

By: Exhibit Only, Do Not Sign
MAYOR or DESIGNEE
By: _____
COUNTY CLERK

On this ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that __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.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____

My Commission Expires: _____

Residing in: _____

Acknowledgement Continued on Following Page

Acknowledgement Continued from Previous Page

On this ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that __he is the CLERK_of Salt Lake County and that the foregoing instrument was signed by him/her on behalf of Salt Lake County, by authority of a resolution of the SALT LAKE COUNTY COUNCIL

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____

My Commission Expires: _____

Residing in: _____

(EXHIBIT A)

A parcel of land being part of an entire tract described in that Warranty Deed recorded as Entry No. 1833646 in Book 1900, at Page 411 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Northeast Quarter of Section 9, Township 1 South, Range 1 West, Salt Lake Base and Meridian and described as follows:

Beginning at the intersection of the northerly boundary line of said entire tract and a northeasterly right-of-way line of the Jordan River and Surplus Canal As-Constructed Levee Construction and Channel Improvement plans created by the Corps of Engineers, U.S. Army referenced as Spec No. 2493 and File No. JO-4-52 dated May 11, 1961 and shown on that certain Surplus Canal Centerline Survey plat filed as No. S2018-08-0579 in the office of the Salt Lake County Surveyor, which is 3395.66 feet S. 89°55'39" E. along the Section line from the Northwest Corner of said Section 9; thence S. 89°55'39" E. 38.70 feet along said northerly boundary line of said entire tract and Section 9; thence S. 00°04'21" W. 86.43 feet along the easterly boundary line of said entire tract to said northeasterly right-of-way line of the Jordan River and Surplus Canal; thence N. 24°02'54" W. 94.70 feet along said northeasterly right of way line to the **Point of Beginning**.

The above-described parcel of land contains 1,643 square feet in area or 0.038 acre more or less.

EXHIBIT "B": By this reference, made a part hereof,

BASIS OF BEARING: S. 89°55'39" E. along the Section line between the Northwest Corner and the Northeast Corner of said Section 9, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

EXHIBIT "B"

LINE TABLE		
LINE #	LENGTH	BEARING
L1	38.70	S89° 55' 39"E

NOTE 1:
Northeasterly right-of-way line of the As-Constructed Jordan River and Surplus Canal Levee Construction and Channel Improvement Plans created by the Corps of Engineers, U.S. Army referenced as Spec. No. 2493 and File No. JO-4-52 dated May 11, 1961.
See Record of Survey Plat S2018-08-0579

MK COMMERCIAL, LLC
15-04-452-031

POB
L1

MK COMMERCIAL, LLC
15-04-452-031

3750.153:C
1643 sq. ft.

SURPLUS CANAL
INDENTURE - BK: 2, C: 9, PG: 610
S2018-08-0579

SALT LAKE COUNTY
15-09-201-003



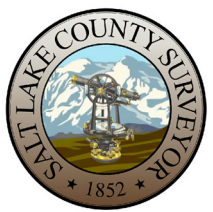
0' 60'
Scale in Feet
1"=60'

LEGEND

- TRACT BOUNDARY
- CENTERLINE OF SURPLUS CANAL
- ADJACENT PARCEL
- EXISTING CHAIN LINK FENCE
- QUITCLAIM AREA - 3750.153:C

NOTE 2:
Center line of Surplus Canal as delineated in that Record of Survey plat filed as S2018-08-0579 in the Office of the Salt Lake County Surveyor.

Page 3 of 3
Prepared: May 6, 2021



SALT LAKE COUNTY
JORDAN RIVER & SURPLUS CANAL
Quitclaim Deed - 3750.153:C

Prepared for:
S.L. Co. Flood Control Engineering

NE 1/4, Sec. 9, T.1S, R.1W, S.L.B.&M.
Work Order No. SU20160226 Real Estate No. 3750:153

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor

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Salt Lake City, Utah 84114-4575
(385) 468-8240