

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 A PARCEL OF REAL PROPERTY AND A TEMPORARY CONSTRUCTION EASEMENT

RECITALS

A. Salt Lake County (“the County”) owns a certain real property located at approximately 2100 South State Street, Salt Lake City, Utah, also identified as Parcel No. 16-18-355-002-2000 (the “Property”).

B. The Utah Department of Transportation (“UDOT”) is constructing roadway improvements along State Street in Salt Lake City (the “Project”) and would like to acquire a 6-square-foot portion of the Property (the “Parcel”) from the County and a temporary construction easement 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 Parcel via a quit claim deed (the “Deed”) and (2) the temporary construction easement via a separate document (the “Easement”).

D. The total amount offered by UDOT for acquisition of the Parcel and the Easement is \$2,000.00, 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 Deed, and the Easement 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 Parcel and the Easement to UDOT pursuant to the REPC is hereby

approved, and the Mayor is authorized and directed to execute the REPC, attached hereto as Exhibit 1, 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 Deed and the Easement 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 1

(Real Estate Purchase Contract)



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: F-R299(428) Parcel No.(s): 172, 172:E
 Pin No: 19750 Job/Proj No: 55939 Project Location: Pedestrian Ramp Project (Various Routes)
 County of Property: SALT LAKE Tax ID(s) / Sidwell No: 16-18-355-002-2000
 Property Address: 2001 South State Street SALT LAKE CITY UT, 84115
 Owner's Address: Co Real Estate Dept S3200 PO Box 144575, Salt Lake City, UT, 84114
 Primary Phone: Owner's Home Phone: 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 172, 172:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. UDOT shall pay and Owner accepts \$2,000 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): **Owner acknowledges receiving payment for the following cost-to-cure items: 25 square feet of sod and sprinkler system modifications to cap and reconfigure sprinklers prior to and after construction in the amount of \$1,125.00, which is included in the Total Purchase Price.**

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

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Primary Phone: Owner's Home Phone: 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):

Owner acknowledges receiving payment for six square feet of sod in the amount of \$30.00, which is included in the Total Purchase Price.

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

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**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 / Brokerage, Todd Keizer / Keizer Land Services, LLC, represents purchaser.

Authorized Signature(s):

Exhibit Only, Do Not Sign

100% Print Name:

Salt Lake County

Date

UTAH DEPARTMENT OF TRANSPORTATION

 Charles A. Stormont

 Date

UDOT Director of Right of Way

REVIEWED AS TO FORM AND LEGALITY

Salt Lake County
 District Attorney's Office



Utah Department of Transportation

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Primary Phone: Owner's Home Phone: 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

Affecting Tax ID No.	16-18-355-002-2000
PIN No.	19750
Project No.	F-R299(428)
Parcel No.	R299:172

Salt Lake County, a Body Corporate and Politic of the State of Utah, who acquired title as Salt Lake County of the Territory 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, the following described parcel of land all right, title, and interest in and to in Salt Lake County, State of Utah, to-wit:

SEE EXHIBIT 'A'

SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
Clerk or Designee

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 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

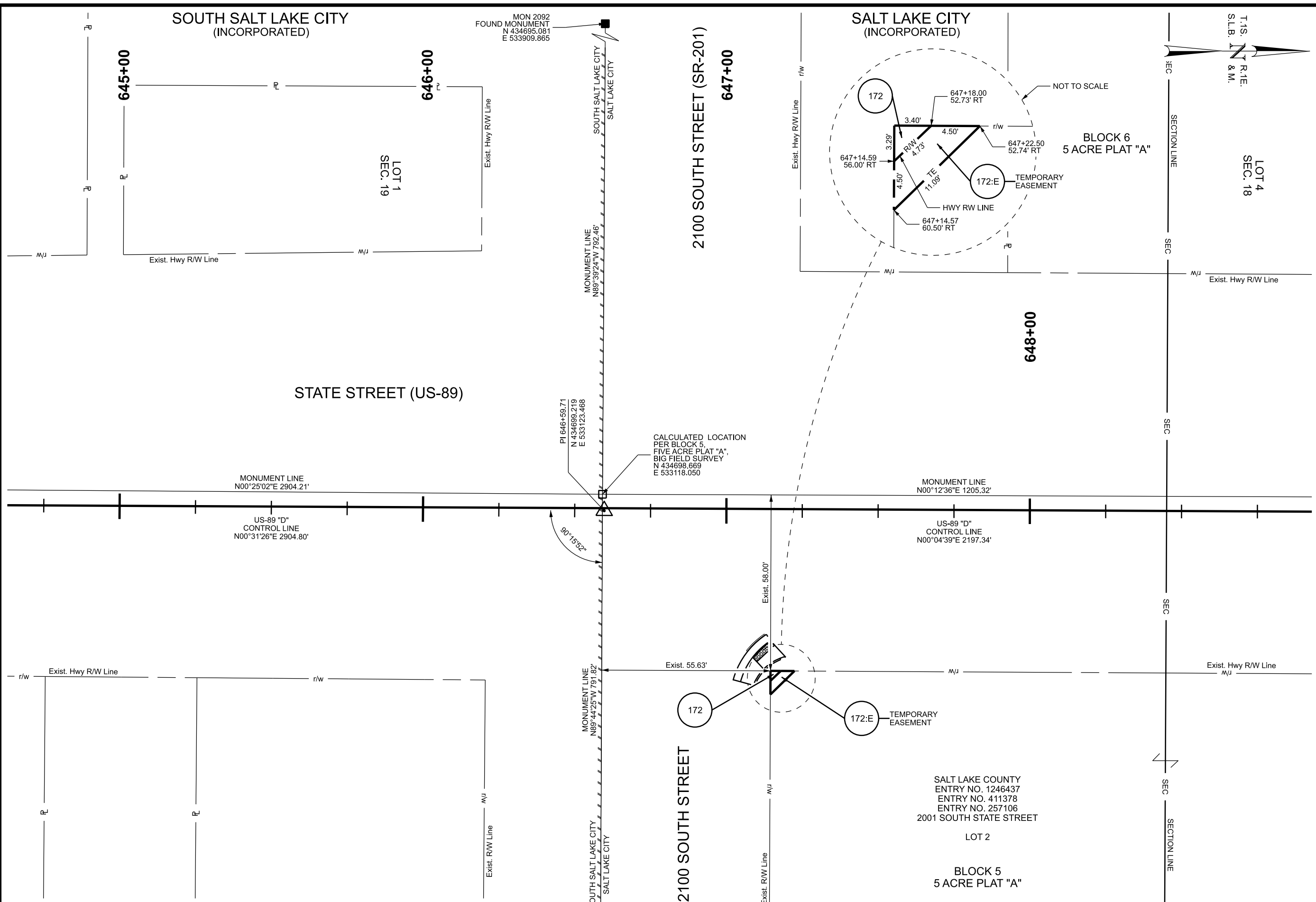
EXHIBIT 'A'

A parcel of land in fee for the improvements of the existing US-89 known as Project No. F-R299(428) upon part of an entire tract of property, situate in Lot 2, Block 5, Five Acre Plat "A" Big Field Survey, and in Lot 1 of Section 19, T.1.S., R.1.E., S.L.B.&M., in Salt Lake County, State of Utah, as disclosed in the Quit Claim Deed recorded May 28, 1951 as Entry No. 1246437 in the office of the Salt Lake County Recorder. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing northerly right of way line of 2100 South Street and the existing easterly right of way line of US-89 at a point 55.63 feet N.00°12'36"E. and 58.00 feet S.89°44'32"E. from a calculated monument located at the intersection of 2100 South Street and US-89, said point is located 17.11 feet N.00°18'36"E. from the southwest corner of Lot 2 of said Survey and running thence N.00°18'36"E. 3.40 feet along the existing easterly right of way line of US-89 to a point 52.73 feet perpendicularly distant easterly from the US-89 "D" Control Line opposite engineer station 647+18.00; thence S.43°44'56"E. 4.73 feet to a point on said existing northerly right of way line, at a point 56.00 feet perpendicularly distant easterly from the US-89 "D" Control Line opposite engineer station 647+14.59; thence N.89°44'32"W. 3.29 feet along said existing northerly right of way line to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described parcel of land contains 6 square feet or 0.000 acre, in area more or less.

Basis of bearing is 797.58 feet N.89°44'32"W. between the found monuments located at the intersection of 2100 South Street and 200 East and 2100 South Street and 300 East.

30-MAR-2023 D:\N_Files\HVP\Projects\2021\21316_MW-Lochner-R2_Ped_Ramps\19750_F-R29(428)_RW-38.dgn



PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC.	
						LEFT	RIGHT
R299: 172	SALT LAKE COUNTY	0.000	6	NONE	13.846	NONE	13.846
R299: 172:E	SALT LAKE COUNTY	0.001	25			TEMPORARY	

UTAH DEPARTMENT OF TRANSPORTATION		REGION 2 - MERIDIAN ENGINEERING, INC.
PROJECT	PEDESTRIAN RAMP PROJECT	APPROVED
PROJECT NUMBER	(VARIOUS ROUTES) F-R299(428)	DATE
	PIN 19750	DATE
RIGHT-OF-WAY PLAN		PROFESSIONAL LAND SURVEYOR
SALT LAKE COUNTY		TEMP 04P
SHEET NO. RW-38		

NO.	DATE	APPROVED BY	REMARKS

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.	16-18-355-002-2000
PIN No.	19750
Project No.	F-R299(428)
Parcel No.	R299:172:E

Salt Lake County, a Body Corporate and Politic of the State of Utah, who acquired title as Salt Lake County of the Territory of Utah, Grantor, 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'

SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
Clerk or Designee

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 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.

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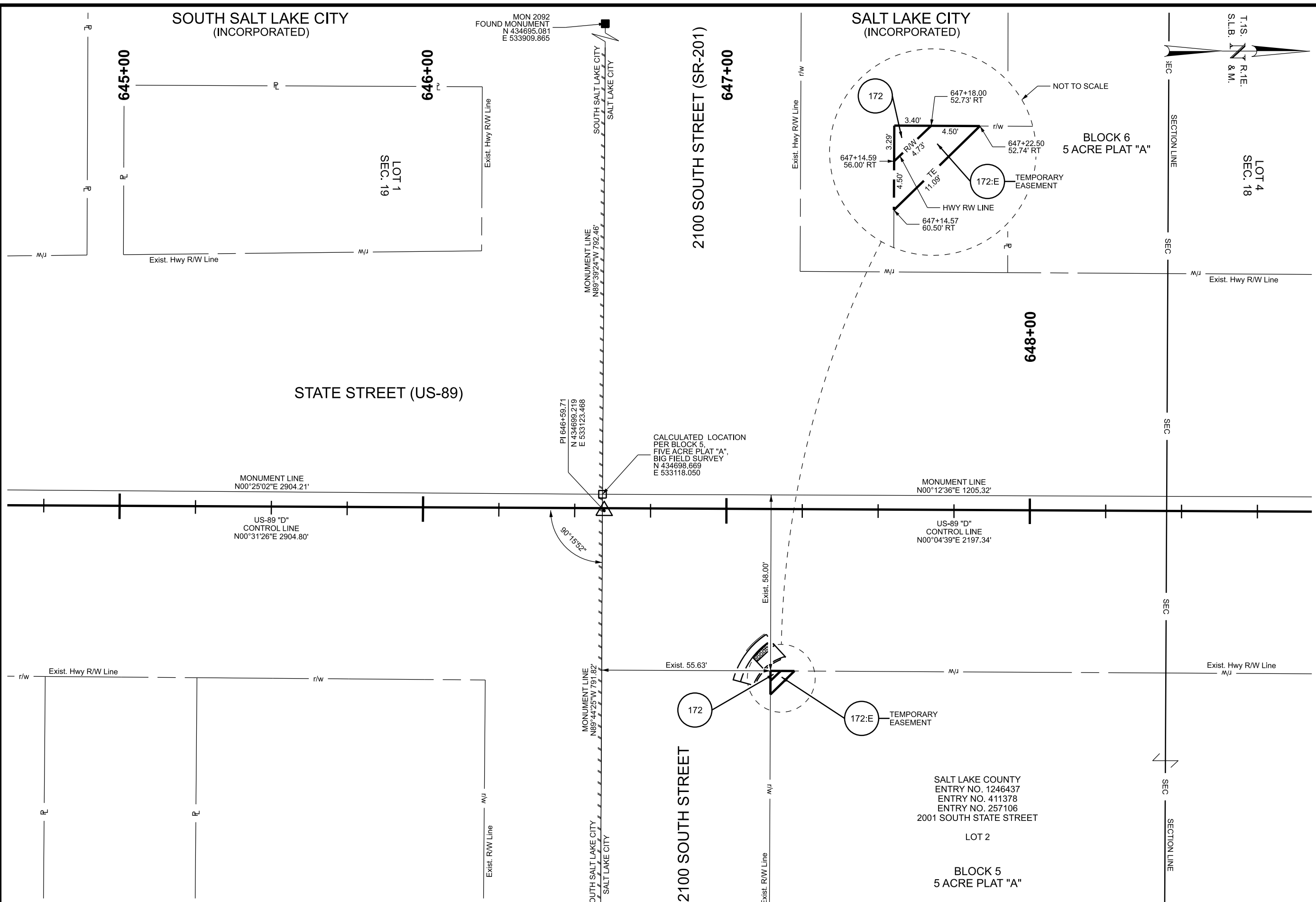
EXHIBIT 'A'

A temporary easement, upon part of an entire tract of property, situate in Lot 2, Block 5, Five Acre Plat "A", Big Field Survey, and in Lot 1 of Section 19, T.1.S., R.1.E., S.L.B.&M., in Salt Lake County, State of Utah, as disclosed in the Quit Claim Deed recorded May 28, 1951 as Entry No. 1246437 in the office of the Salt Lake County Recorder, for the purpose of constructing, maintaining, repairing and access to a wall and appurtenant parts thereof to facilitate the construction of, State Route US-89 known as Project No. F-R299(428). 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 easement are described as follows:

Beginning at a point in the existing easterly right of way line of US-89 at a point 55.63 feet N.00°12'36"E. and 58.00 feet S.89°44'32"E. and 3.40 feet N.00°18'36"E. from a calculated monument located at the intersection of 2100 South Street and US-89, said point is located 20.51 feet N.00°18'36"E. from the southwest corner of Lot 2 of said Survey and running thence N.00°18'36"E. 4.50 feet along said easterly right of way line; thence S.44°18'13"E. 11.09 feet to the northerly right of way line of 2100 South Street; thence N.89°44'32"W. 4.50 feet; thence N.43°44'56"W. 4.73 feet to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described parcel of land contains 25 square feet or 0.001 acre, in area more or less.

Basis of bearing is 797.58 feet N.89°44'32"W. between the found monuments located at the intersection of 2100 South Street and 200 East and 2100 South Street and 300 East.

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NO.	DATE	APPROVED BY	REMARKS