

RIGHT OF WAY CONTRACT

Partial Acquisition

Project No:	FP140001	Parcel No.(s):	3750:67C & 3750:67Q
Project Location	Surplus Levee District Rehabilitation Project		
County of Property	Salt Lake County	Tax ID / Sidwell No:	15-15-279-020
Property Address:	1473 W Stetson Circle, Salt Lake City, Utah 84104		
Grantor (s):	Christopher J. Worthen & Vanessa Worthen		
Grantor's Address:	13227 S Laurel Park Lane, Draper Utah 84020		
Grantor's Home Phone	801-897-7901	Grantor's Work Phone	

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 1473 W Stetson Circle, Salt Lake City, Utah, 84104, which portion is more particularly described on Exhibit A hereto (the "Property"), to Salt Lake County, a body corporate and politic of the State of Utah (hereinafter "County"), for the amount of \$21,000.00. 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, including.
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 County takes possession. Owner agrees not to sell the Property to anyone else, or to enter into any contract that will affect the use of the Property when County takes possession.
3. Grantor agrees to transfer the Property free of all debris and hazardous 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 June 30, 2019, at Salt Lake County's offices or, at the option of Salt Lake County, at the offices of a title company selected by Salt Lake County. The Property will be conveyed from Grantor to Salt Lake County by Quit Claim Deed, free of all liens and encumbrances except recorded easements. 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 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 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, County may pay the full amount of \$21,000.00 directly to Grantor. **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 the option of County, the transaction may be handled through a title and escrow company selected by County and at County expense, in which event at closing, the title company will disburse funds to lienholders, mortgagees or others having an interest in the Property, with the remainder of the purchase price paid to Grantor.
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. In addition, County shall, at Closing, convey to Grantor, and Grantor shall accept, a Release of Easement (the "Release"). The value of the Release is \$365.70, which amount has been accounted for in the Total Settlement.
- 12. This Right of Way Contract contains the entire agreement between Grantor and County, and it shall be governed by the laws of the State of Utah. The undersigned represent and warrant that he/she/they have authority to sign on behalf of Grantor.
- 13. 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.

Total Settlement: \$21,000.00

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.

Owner's Initials XCW VW

IN WITNESS WHEREOF, the parties have executed this Contract as of this the 7 day of August, 2019.

Owner/Grantor

[Signature]
Owner/Grantor

8/7/19 50%
Date Percent

[Signature]
Owner/Grantor

8/7/19 50%
Date Percent

Salt Lake County

[Signature]
Brandi Davenport, Realtor (Probe Realtors)

8/7/19
Date

[Signature]
Salt Lake County Real Estate Manager

8/8/19
Date

Mayor or Designee

Date

APPROVED AS TO FORM
District Attorney's Office

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 8/16/2019

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

Space above for County Recorder's use

Real Estate Parcel No.: 3750:067C
Tax Serial No. 15-15-279-020
County Project No.: FP 140001

QUIT CLAIM DEED
Individual(s)

CHRISTOPHER J. WORTHEN AND VANESSA WORTHEN, husband and wife, as joint tenants, GRANTOR, hereby Quit Claim(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 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 Quit-Claim Deed to be signed this 7 day of August, 2019.

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

By: [Signature]
CHRISTOPHER J. WORTHEN
By: [Signature]
VANESSA WORTHEN

On the date first above written personally appeared before me, Christopher J. Worthen and Vanessa Worthen, husband and wife, as joint tenants, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

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

Notary Public Brandi Davenport
My Commission Expires: 5-18-2023
Residing in: Sandy ut



(EXHIBIT A)

A parcel of land being part of Lot 4 of the Parkway No. 3 Subdivision recorded November 21, 1983 as Entry No. 3871624 in Book 83-11 of Plats, at Page 152 and described in that Warranty Deed recorded April 8, 2019 as Entry No. 12964202 in Book 10767 at Page 8705 in the office of the Salt Lake County Recorder. Said Lot 4 is located in the Northeast Quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at the westerly corner of said Lot 4, thence N. 49°28'16" E. (Record = N. 49°10' E.) 6.73 feet along the northwesterly line of said Lot 4 to the ten (10) foot offset line of the landside toe, as located by field survey, of the Jordan River & Salt Lake Surplus Canal Levee; thence Southeasterly along said ten (10) foot offset line S. 37°12'51" E. 80.88 feet to the southeasterly line of said Lot 4, thence S. 54°18'16" W. (Record = N. 54° E.) 8.49 feet along said southeasterly line to the southerly corner of said Lot 4; thence N. 35°57'24" W. (Record = N. 36°15'40" W.) 80.29 feet, along the southwesterly line of said Lot 4 to the **Point of Beginning**.

The above-described parcel of land contains 613 square feet in area or 0.014 acres more or less.






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

BASIS OF BEARING: S. 89°49'38" E. along the Quarter Section line between the Center Section and the East Quarter Corner of said Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

EXHIBIT "B"

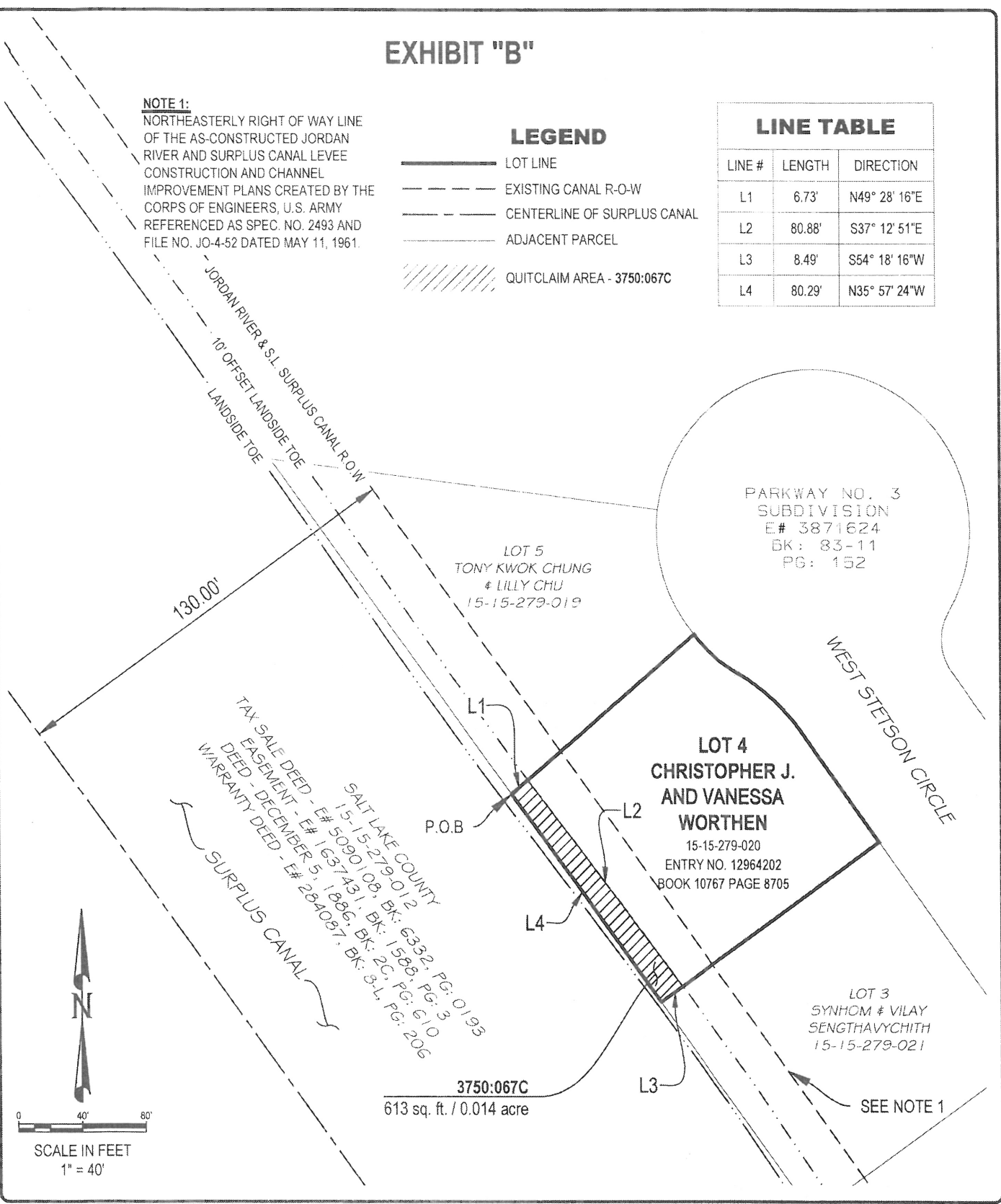
NOTE 1:
 NORTHEASTERLY RIGHT OF WAY LINE
 OF THE AS-CONSTRUCTED JORDAN
 RIVER AND SURPLUS CANAL LEVEE
 CONSTRUCTION AND CHANNEL
 IMPROVEMENT PLANS CREATED BY THE
 CORPS OF ENGINEERS, U.S. ARMY
 REFERENCED AS SPEC. NO. 2493 AND
 FILE NO. JO-4-52 DATED MAY 11, 1961.

LEGEND

-  LOT LINE
-  EXISTING CANAL R-O-W
-  CENTERLINE OF SURPLUS CANAL
-  ADJACENT PARCEL
-  QUITCLAIM AREA - 3750:067C

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	6.73'	N49° 28' 16"E
L2	80.88'	S37° 12' 51"E
L3	8.49'	S54° 18' 16"W
L4	80.29'	N35° 57' 24"W



PARKWAY NO. 3
 SUBDIVISION
 E# 3871624
 BK: 83-11
 PG: 152

LOT 5
 TONY KWOK CHUNG
 & LILLY CHU
 15-15-279-019

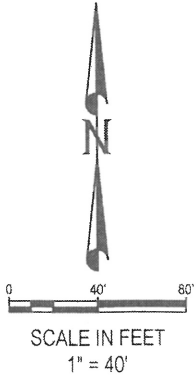
LOT 4
 CHRISTOPHER J.
 AND VANESSA
 WORTHEN
 15-15-279-020
 ENTRY NO. 12964202
 BOOK 10767 PAGE 8705

LOT 3
 SYNHOM & VILAY
 SENGTHAVYCHITH
 15-15-279-021

TAX SALE DEED - E# 5090108, BK: 6332, PG: 0193
 EASEMENT - E# 1637431, BK: 1588, PG: 3
 WARRANTY DEED - E# 284087, BK: 3-L, PG: 206
 SALT LAKE COUNTY
 15-15-279-012, BK: 6332, PG: 0193
 15-15-279-012, BK: 1588, PG: 3
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3750:067C
 613 sq. ft. / 0.014 acre

SEE NOTE 1



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 Answers to Infrastructure®
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CHRISTOPHER J. WORTHEN
 JORDAN RIVER SURPLUS CANAL
 QUIT CLAIM - 3750:067C
 LOT 4 PARKWAY NO. 3 SUBDIVISION
 1473 W. STETSON CIRCLE, SALT LAKE CITY, UTAH

CRS PROJ #17113C

FP140001
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 APRIL 26, 2019

FINAL

WHEN RECORDED RETURN TO:

Christopher J. Worthen
1473 W Stetson Circle
Salt Lake City, UT 84104

APPROVED AS TO FORM
District Attorney's Office

Space above for County Recorder's use

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

QUIT CLAIM DEED
Salt Lake County

Real Estate Parcel No.: 3750:067Q
Tax Serial No. 15-15-279-020
County Project No.: FP140001

Date: 8/16/2019

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby Quit Claim(s) to, Christopher J. Worthen, 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 Quit-Claim 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: _____
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

Real Estate Parcel No.: 3750:0670
Tax Serial No. 15-15-279-020
County Project No.: FP140001

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 defined in those 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 and as shown on that certain Surplus Canal Centerline Survey plat filed as No. S2018-08-0579 in the office of the Salt Lake County Surveyor. Said parcel of land is located in Lot 4, Parkway No. 3 Subdivision, recorded November 21, 1983 as Entry No. 3871624 in Book 83-11 of Plats, at Page 152 in the office of the Salt Lake County Recorder and situate in the Northeast Quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at the intersection of the northwesterly line of said Lot 4 and the northeasterly line of the ten (10) foot offset line of the landside toe, as located by field survey, of said Jordan River & Salt Lake Surplus Canal Levee, which is 6.73 feet, N. 49°28'16" E. (Record = N. 49°10' E.) along said northwesterly line from the westerly corner of said Lot 4; thence N. 49°28'16" E. (Record = N. 49°10' E.) 13.69 feet along said northwesterly line to the northeasterly line of said entire tract and right-of-way line of said As-Constructed Jordan River and Surplus Canal Levee Construction and Channel Improvements plans; thence S. 35°49'41" E. 82.01 feet along said northeasterly lines to the southeasterly line of said Lot 4; thence S. 54°18'16" W. (Record = S. 54° W.) 11.68 feet along said southeasterly line to said ten (10) foot offset line of the landside toe of the Jordan River & Surplus Canal Levee; thence N. 37°12'51" W. 80.88 feet along said ten (10) foot offset line to the **Point of Beginning**.

The above-described parcel of land contains 1,032 square feet in area or 0.024 acres, more or less.






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

BASIS OF BEARING: S. 89°49'38" E. along the Quarter Section line between the Center Section and the East Quarter Corner of said Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

EXHIBIT "B"

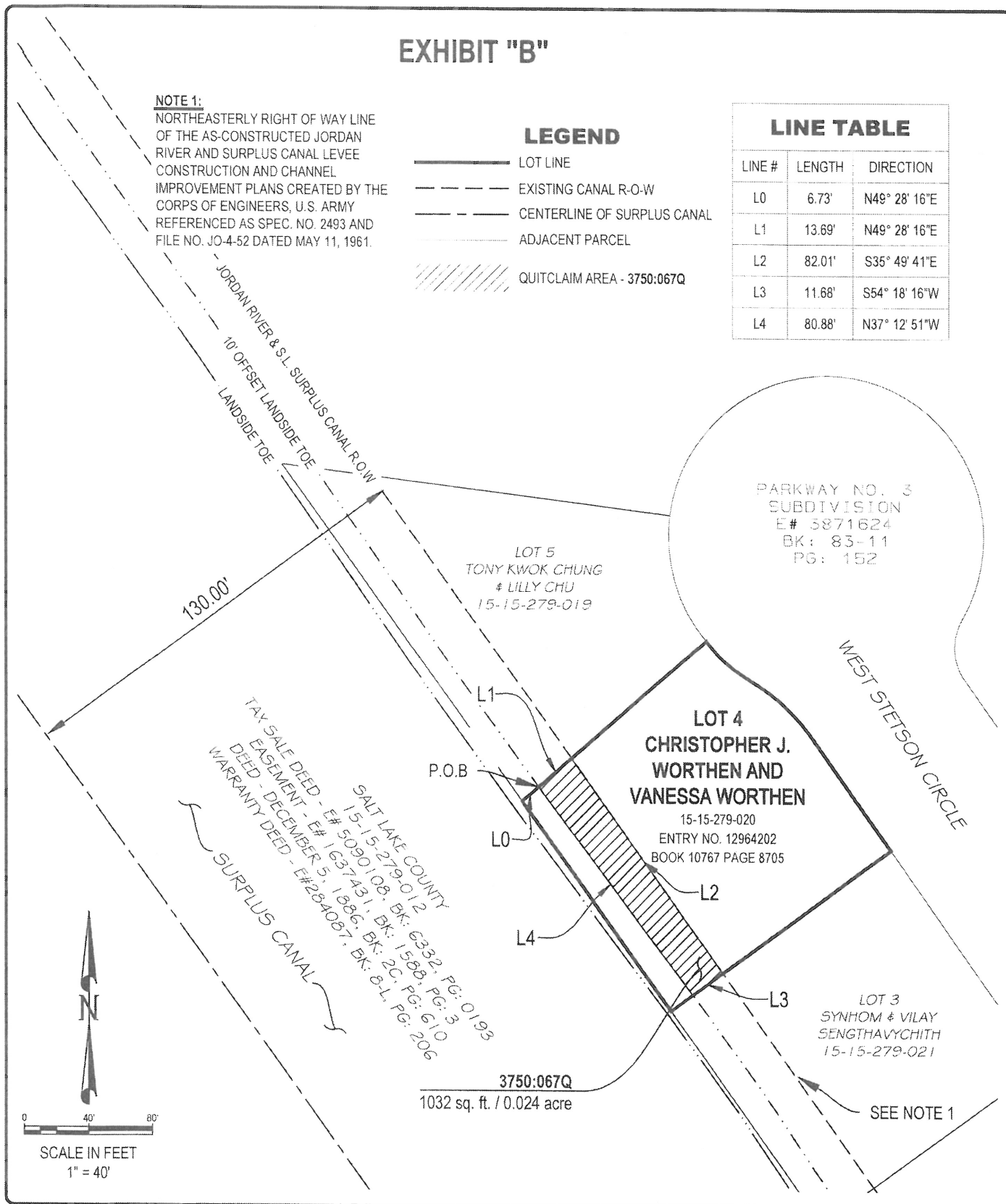
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 IMPROVEMENT PLANS CREATED BY THE
 CORPS OF ENGINEERS, U.S. ARMY
 REFERENCED AS SPEC. NO. 2493 AND
 FILE NO. JO-4-52 DATED MAY 11, 1961.

LEGEND

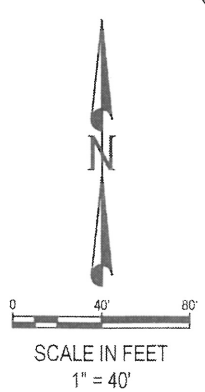
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-  EXISTING CANAL R-O-W
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-  ADJACENT PARCEL
-  QUITCLAIM AREA - 3750:067Q

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TAX SALE DEED - E# 5090108, BK: 6332, PG: 0193
 EASEMENT - E# 1637431, BK: 1588, PG: 3
 DEED - DECEMBER 5, 1886, BK: 2C, PG: 610
 WARRANTY DEED - E#284087, BK: 8-L, PG: 206
 SALT LAKE COUNTY
 15-15-279-012



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CHRISTOPHER J. WORTHEN
 JORDAN RIVER SURPLUS CANAL
 QUIT CLAIM - 3750:067Q
 LOT 4 PARKWAY NO. 3 SUBDIVISION
 1473 W. STETSON CIRCLE, SALT LAKE CITY, UTAH

FP140001
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 APRIL 26, 2019
 FINAL