

## RIGHT OF WAY CONTRACT

### *Partial Acquisition*

<b>Project No:</b>	FP140001	<b>Parcel No.(s):</b>	3750:081C
<b>Project Location</b>	Surplus Levee Deficiency Rehabilitation Project		
<b>County of Property</b>	Salt Lake County	<b>Tax ID / Sidwell No:</b>	15-15-253-005
<b>Property Address:</b>	1539 W. Van Buren Circle, Slat Lake City, Utah 84104		
<b>Grantor (s):</b>	Albert L. Munsell, Justin Miller, Jamie Miller, Melvin Miller, & Troy Miller		
<b>Grantor's Address:</b>	1539 W. Van Buren Circle, Slat Lake City, Utah 84104		
<b>Grantor's Phone</b>	801-433-7833		

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 1539 W. Van Buren Circle, Slat 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 \$10,700.00. This contract is to be returned to: Salt Lake County Real Estate Office, 2001 South State Street S3-100, Salt Lake County, Utah 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 May 10, 2020, 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 \$10,700.00 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 Quitclaim Deed (the "County Deed") to release any interest the County may have in the parcel of land retained by Grantor. The value of the County Deed is \$0, 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**      \$10,700.00

**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** am

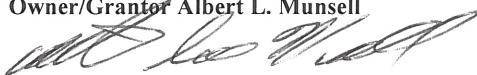
IN WITNESS WHEREOF, the parties have executed this Contract as of this the 26 day of March, 2020

**Owner/Grantor**

  
Owner/Grantor Albert L. Munsell

3-26-20  
Date

Percent




3-26-20

Personal Representative of the Estate of  
Kay Lynn Munsell / Albert Lee Munsell


Date

Percent

**Salt Lake County**

  
Brandi Davenport, Right of Way Agent  
(Davenport Consulting)

3-26-20  
Date

  
Salt Lake County Real Estate Manager

3/26/2020  
Date

\_\_\_\_\_  
Mayor or Designee

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
District Attorney's Office

By:   
Attorney

R. CHRISTOPHER PRESTON

Date: 3/26/2020

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

**QUITCLAIM DEED**  
**Individual(s)**

Real Estate Parcel No.: **3750:081C**  
Tax Serial No. 15-15-253-005  
County Project No.: **FP140001**  
Surveyor WO: SU20160226

**ALBERT L. MUNSELL**, individually, and **ALBERT LEE MUNSELL**, Personal Representative of the Estate of Kay Lynn Munsell as evidenced by the Letters of Administration attached hereto, tenants in common, GRANTORS, hereby Quitclaim 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, GRANTOR has caused this Quitclaim Deed to be signed this 26 day of March, 20 20.

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

By: [Signature]  
ALBERT L. MUNSELL, INDIVIDUALLY  
By: [Signature]  
ALBERT LEE MUNSELL, PERSONAL  
REPRESENTATIVE OF THE ESTATE  
OF KAY LYNN MUNSELL

On the date first above written personally appeared before me, Albert L. Munsell, individually, and Albert Lee Munsell, Personal Representative of the Estate of Kay Lynn Munsell, tenants in common, the signers 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 [Signature]  
My Commission Expires: 5/18/2023  
Residing in: Sandy UT



**(EXHIBIT A)**

A parcel of land being part of Lot 12 of South Glendale Subdivision recorded May 31, 1973 as Entry No. 2543673 in Book 73-5 of Plats, at Page 10 and described in that Quit Claim Deed recorded July 7, 2015 as Entry No. 12085788 in Book 10340 at Page 8005 in the office of the Salt Lake County Recorder. Said parcel of land is located in the Northeast Quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

**Beginning** at the westerly corner of said Lot 12; thence N. 54°20'19" E. (Record = N. 54°06'14" E.) 12.90 feet along the northwesterly line of said Lot 12 to the ten (10.00) foot offset line of the landside toe, as located by field survey, of the Jordan River & Salt Lake Surplus Canal Levee as 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; thence S. 36°06'09" E. 60.00 feet along said ten (10.00) foot offset line, to the southeasterly line of said Lot 12; thence S. 54°20'19" W. (Record = S. 54°06'14" W.) 13.36 feet along said southeasterly lot line to the southerly corner of said Lot 12; thence N. 35°39'41" W. (Record = N 35°53'46" W) 60.0 feet along the southwesterly line of said Lot 12 to the **Point of Beginning**.

The above-described parcel of land contains 788 square feet in area or 0.018 acre more or less.

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

**BASIS OF BEARING:** S. 89°49'59" E. along the Section line between the North Quarter and the Northeast Quarter of said Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian.



# EXHIBIT "B"

## LEGEND

- LOT LINE
- TRACT BOUNDARY
- - - CENTERLINE OF SURPLUS CANAL
- ADJACENT PARCEL
- /// QUITCLAIM AREA - 3750:081C

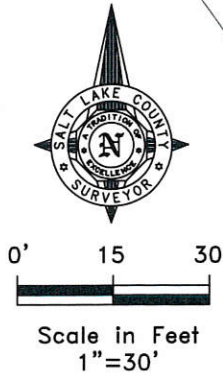
### NOTE 2:

Caldwell Richards & Sorenson Engineers (CRS) established the landside toe location using field survey methods in June 2019.

### 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

SOUTH GLENDALE  
SUBDIVISION  
E# 2543673,  
BK: 73-5,  
PG: 10



LOT 11  
LUCIANO DELGADO  
15-15-253-004

LOT 12  
ALBERT MUNSELL  
15-15-253-005

LOT 13  
NEHOA & NOLA LATU  
15-15-253-006

VAN BUREN CIR.

SALT LAKE COUNTY  
EASEMENT - E# 1631372,  
BK: 1577, PG: 198  
INDENTURE - BK: 2-C, PG: 282  
TAX SALE DEED - E# 12315875,  
BK: 12315875, PG: 8890

POB

3750:081C  
788 sq. ft.

### NOTE 3:

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.

## LINE TABLE

LINE #	LENGTH	BEARING
L1	12.90	N54° 20' 19"E
L2	13.36	S54° 20' 19"W

Page 3 of 3  
Prepared: July 1, 2019  
Revised: March 4, 2020



**Albert Munsell**  
**JORDAN RIVER & SURPLUS CANAL**  
Quitclaim Deed - 3750:081C

Prepared for:  
**S.L. Co. Flood Control Engineering**  
NE 1/4, Sec. 15, T.1S, R.1W, S.L.B.&M.  
Work Order No. SU20160226 Real Estate No. 3750:081

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

The Order of the Court is stated below:

Dated: February 19, 2020

02:19:04 PM

/s/

JOANNE SAYRE

District Court Clerk



Michael R. Anderson, JD (15440)  
**Ascent Law, LLC**  
8833 South Redwood Road, Suite C  
West Jordan, Utah 84088  
Telephone 801.676.5506  
Facsimile 801.676.5508  
office@ascentlawfirm.com  
Attorney for Applicant

**IN THE THIRD JUDICIAL DISTRICT COURT, SALT LAKE COUNTY  
STATE OF UTAH – SALT LAKE DEPARTMENT**

<b>IN THE MATTER OF ESTATE OF</b>  <b>KAY LYNN MUNSELL,</b>  Decedent.	<b>LETTERS OF ADMINISTRATION</b>  Case No.: 203900141ES  Honorable Judge Robert P Faust
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1. Albert Lee Munsell was duly appointed and qualified as Personal Representative of the estate of the above-named decedent, by the Registrar or Clerk of the Court, with all authority pertaining thereto.
2. Administration of the estate is unsupervised.
3. These letters are issued to evidence the appointment, qualification, and authority of the said personal representative.

**THE WITNESS, SEAL AND SIGNATURE OF THE COURT ARE LOCATED ON THE  
UPPER RIGHT-HAND CORNER OF THIS DOCUMENT**

\*\*\*\*\* End of Order – Signature at top of first page \*\*\*\*\*

WHEN RECORDED RETURN TO:

Albert L. Munsell  
1545 W. Van Buren Circle  
Salt Lake City, Utah 84104

Space above for County Recorder's use

APPROVED AS TO FORM

Salt Lake County  
District Attorney's Office

Digitally signed by  
Robert Preston  
Date: 2020.03.24  
12:14:37 -06'00'

*R. Christopher Preston*

QUITCLAIM DEED  
Salt Lake County

Parcel No.: 3750:081Q  
Tax Serial No. 15-15-253-005  
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 Albert L. Munsell, individually and to Albert Lee Munsell, Personal Representative of the Estate of Kay Lynn Munsell, tenants in common, GRANTEEES, 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: \_\_\_\_\_  
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

Parcel No.: 3750:081Q  
Tax Serial No. 15-15-253-005  
County Project No.: FP140001  
Surveyor WO: SU20160226

*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 12, South Glendale Subdivision recorded May 31, 1973 as Entry No. 2543673 in Book 73-5 of Plats, at Page 10 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 12 with 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 12.90 feet N. 54°20'19" E. (Record = N. 54°06'14" E.) along said northwesterly lot line from the westerly corner of said Lot 12; thence N. 54°20'19" E. (Record = N. 54°06'14" E.) 12.82 feet along said northwesterly lot line to the northeasterly line of said entire tract and said the northeasterly right-of-way line of said As-Constructed Jordan River and Surplus Canal Levee Construction and Channel Improvement plans; thence S. 35°49'38" E. 60.00 feet along said northeasterly line to the southeasterly line of said Lot 12; thence S. 54°20'19" W. (Record = S. 54°06'14" W.) 12.53 feet along said southeasterly lot line, to said ten (10) foot offset line of the landside toe of the Jordan River & Salt Lake Surplus Canal Levee; thence N. 36°06'09" W. 60.00 feet along said ten (10) foot offset line to the **Point of Beginning**.

The above-described parcel of land contains 760 square feet in area or 0.017 acre, more or less.

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

**BASIS OF BEARING:** S. 89°49'59" E. along the Section line between the North Quarter and the Northeast Quarter of said Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

# EXHIBIT "B"

## LEGEND

- LOT LINE
- TRACT BOUNDARY
- - - CENTERLINE OF SURPLUS CANAL
- ADJACENT PARCEL
- /// QUITCLAIM AREA - 3750:081Q

### NOTE 2:

Caldwell Richards & Sorenson Engineers (CRS) established the landside toe location using field survey methods in June 2019.

### 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

SOUTH GLENDALE  
SUBDIVISION  
E# 2543673,  
BK: 73-5,  
PG: 10

LOT 11

LUCIANO DELGADO  
15-15-253-004

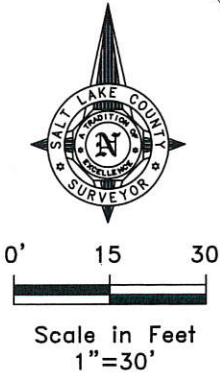
LOT 12

ALBERT MUNSELL  
15-15-253-005

LOT 13

NEHOA & NOLA LATU  
15-15-253-006

VAN BUREN CIR.



SALT LAKE COUNTY  
15-15-253-013  
EASEMENT - E# 1631372,  
BK: 1577, PG: 198  
INDENTURE - BK: 2-C, PG: 282  
TAX SALE DEED - E# 12315875,  
BK: 12315875, PG: 8890

SURPLUS CANAL

POB

3750:081Q  
760 sq. ft.

### NOTE 3:

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.

## LINE TABLE

LINE #	LENGTH	BEARING
L1	12.82	N54° 20' 19"E
L2	12.53	S54° 20' 19"W

Page 4 of 4  
Prepared: July 1, 2019



**SALT LAKE COUNTY**  
**JORDAN RIVER & SURPLUS CANAL**  
Quitclaim Deed - 3750:081Q

Prepared for:  
**S.L. Co. Flood Control Engineering**  
NE 1/4, Sec. 15, T.1S, R.1W, S.L.B.&M.  
Work Order No. SU20160226 Real Estate No. 3750:081

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

RESOLUTION NO. \_\_\_\_\_

DATE \_\_\_\_\_

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING THE ACQUISITION OF A FEE INTEREST IN CERTAIN REAL PROPERTY FROM ALBERT L. MUNSELL AND THE ESTATE OF KAY LYNN MUNSELL AS PART OF THE SURPLUS CANAL PROJECT AND THE TRANSFER OF THE COUNTY'S EXCESS REAL ESTATE INTERESTS IN ADJACENT PROPERTY TO THE SAME

#### 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 make its real property interests along the Surplus Canal uniform and remove encroachments into the Surplus Canal's levee system.

D. Albert L. Munsell and the Estate of Kay Lynn Munsell, as tenants in common (the "Owners"), own 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 "Owners' Property").

E. Following negotiations, the County and the Owners have agreed that the Owners will convey a portion of the Owners' Property to the County by quit-claim deed ("Owners' Deed").

F. To clear up any cloud on the Owners' remaining title, the County will quit-claim to the Owners any excess interest it may have in the remaining Owners' Property beyond the ten foot offset landside toe line established by the Owners' Deed (the "County Property Interest").

G. It has been determined that the best interests of the County and the general public will be served by accepting the Owners' Deed from the Owners and quit-claiming the County Property Interest to the Owners. 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 that the County Property Interest is hereby declared surplus property.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Right of Way Contract (“Contract”) between the County and the Owners is hereby approved, and the Mayor is authorized to execute the Contract, a copy of which is attached as Exhibit A 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 Salt Lake County Council that upon receipt of the Owners’ Deed from the Owners, the Mayor and County Clerk are authorized to execute the quit claim deed for the County Property Interest, and to deliver that fully executed document to the County Real Estate Section for delivery to the Owners.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Max Burdick, Chair

ATTEST:

\_\_\_\_\_  
Sherrie Swensen  
Salt Lake County Clerk

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Ghorbani voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____

APPROVED AS TO FORM:

\_\_\_\_\_  
R. Christopher Preston  
Deputy District Attorney

EXHIBIT A

RIGHT OF WAY CONTRACT