

RIGHT OF WAY CONTRACT

Partial Acquisition

Project No:	FP140001	Parcel No.(s):	3750:090
Project Location	Surplus Levee Deficiency Rehabilitation Project		
County of Property	Salt Lake County	Tax ID / Sidwell No:	15-15-203- 007 ⁰⁰¹ ₂₄
Property Address:	1579 West High Avenue, Salt Lake City, Utah		
Owner / Grantor (s):	Jose Vazquez ^{EB}		
Owner's Address:	1579 West High Avenue, Salt Lake City, Utah		
Owner's Home Phone	801-856-5127	Email:	vazquez.jc.92@gmail.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 1579 West High Avenue, Salt Lake City, Utah, 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 \$13,400.00. 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 April 29, 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 \$13,400.00 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 \$0 which amount has been accounted for in the Total Settlement. See attached modification ECP
 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 \$13,400.00

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 JCV

IN WITNESS WHEREOF, the parties have executed this Contract as of this the 10 day of March, 2020.

Owner/Grantor

Jose C. Vazquez
Owner/Grantor

3-10-20 100%
Date Percent

Owner/Grantor

Date Percent

Salt Lake County

[Signature]

Brandi Davenport, Right of Way Agent
(Davenport Consulting)

3-10-2020
Date

Salt Lake County Real Estate Manager

Date

Mayor or Designee

Date

APPROVED AS TO FORM
District Attorney's Office

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 3/17/2020

Modification for Right of Way Contract with Jose Vazquez. Tax ID/Sidwell No. 15-15-203-001

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.

Modification approved by Jose Vazquez per email dated 3.17.2020. Email on file with Salt Lake County Real Estate Section

WHEN RECORDED RETURN TO:
Jose Vazquez
1579 W. High Avenue
Salt Lake City, Utah 84104

APPROVED AS TO FORM
District Attorney's Office

Space above for County Recorder's use

By: R. Christopher Preston
Attorney

Parcel No.: 3750:090Q
Tax Serial No. 15-15-203-001
County Project No.: FP140001
Surveyor WO: SU20160226

R. CHRISTOPHER PRESTON

QUITCLAIM DEED
Salt Lake County

Date: 3/17/2020

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to Jose Vazquez, an unmarried man, 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: _____
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.: 3750:090Q
Tax Serial No. 15-15-203-001
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 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 intersection of a northerly boundary line of an entire tract of land described in that Special Warranty Deed recorded June 17, 2014 as Entry No. 11867218 in Book 10238, at Page 8319 in the Office of the Salt Lake County Recorder 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 505.85 feet N. 00°10'59" E. (Record = NORTH 00°04'04" WEST) and 603.99 feet N. 89°49'01" W. (Record = SOUTH 89°55'56" WEST) from the Salt Lake City monument at the intersection of Van Buren Avenue and Cheyenne Street, said monument being 1335.16 feet S. 89°49'59" E. (Record = North 89°55'56" East) and 1649.39 feet S. 00°10'59" W. (Record = South 00°04'04" East) from the North Quarter Corner of said Section 15; thence S. 89°49'01" E. 13.36 feet along said northerly boundary line, to the northeasterly right-of-way line of said As-Constructed Jordan River and Surplus Canal Levee Construction and Channel Improvement plans being a point of non-tangency with a 1467.80 - foot radius curve to the left, concave northeasterly (Radius point bears N. 58°42'29" E.); thence Southeasterly along said right-of-way line the following two (2) courses: 1) Southeasterly 116.18 feet along the arc of said curve, through a central angle of 04°32'06"; 2) S. 35°49'38" E. 4.78 feet to an easterly boundary line of said entire tract; thence S. 00°10'59" W. (Record = South 00°04'04" East) 8.55 feet along said easterly boundary line to a southeasterly corner of said entire tract; thence N. 89°49'01" W. (Record = South 89°55'56" West) 6.71 feet along a southerly boundary line of said entire tract to said ten (10) foot offset line of the landside toe of the Jordan River & Salt Lake Surplus Canal Levee; thence Northwesterly along said ten (10) foot offset line the following three (3) courses: 1) N. 35°49'35" W. 10.38 feet; 2) N. 34°22'55" W. 63.89 feet; 3) N. 33°11'58" W. 57.47 feet to the **Point of Beginning**.

The above-described parcel of land contains 1342 square feet in area or 0.031 acre, more or less.

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

BASIS OF BEARING: N. 00°10'59" E. along the monument line of Cheyenne Street between the Salt Lake City street monuments at the intersection of Cheyenne Street and Van Buren Avenue and the intersection of Cheyenne Street and High Avenue.

EXHIBIT "B"

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

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHD. BRG.	CHD. LEN.
C1	116.18	1467.80	04°32'06"	S33° 33' 35"E	116.15

HIGH AVE.



0' 15 30
Scale in Feet
1"=30'

LINE TABLE

LINE #	LENGTH	BEARING
L1	13.36	S89° 49' 01"E
L2	4.78	S35° 49' 38"E
L3	8.55	S0° 10' 59"W
L4	6.71	N89° 49' 01"W
L5	10.38	N35° 49' 35"W

JOSE VAZQUEZ
15-15-203-001

LOLOHEA MARTINEZ
15-15-253-001

LOT 8
LOLOHEA MARTINEZ
15-15-253-001

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

3750:090Q
1345 sq. ft.

SALT LAKE COUNTY
15-15-253-012
EASEMENT - E# 1631372,
BK: 1577, PG: 198
INDENTURE - BK: 2-C, PG: 282
SPECIAL WARRANTY DEED - E# 12440547,
BK: 10514, PG: 2296

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.

LEGEND

- LOT LINE
- TRACT BOUNDARY
- - - - CENTERLINE OF SURPLUS CANAL
- ADJACENT PARCEL
- ////// QUITCLAIM AREA - 3750:090Q



SALT LAKE COUNTY
JORDAN RIVER & SURPLUS CANAL
Quitclaim Deed - 3750:090Q

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. 3750:090

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