

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

DATE \_\_\_\_\_

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING EXECUTION AND DELIVERY OF A RIGHT OF WAY CONTRACT, QUIT CLAIM DEED, AND PERPETUAL EASEMENT TO THE UTAH DEPARTMENT OF TRANSPORTATION AFFECTING PROPERTY LOCATED AT APPROXIMATELY 6303 WEST 2100 SOUTH

RECITALS

- A. Salt Lake County (“the County”) owns a certain parcel of real property located at approximately 6303 West 2100 South, Salt Lake City, Utah (the “Property”).
- B. The Property is not currently in public use.
- C. The Utah Department of Transportation (“UDOT”) has a construction project for the Mountain View Corridor Freeway that will impact the Property.
- D. The construction project will affect a portion of the Property immediately adjacent to 2100 South.
- E. UDOT has submitted a Right of Way Contract to the County and the City to cover the purchase of both a portion of the Property via a quit claim deed (the “Deed”) and a perpetual easement (the “Easement”) from the County for a drainage pipeline and to pay for other impacts to the Property. The total amount offered by UDOT is \$3,925.00, which amount has been reviewed and approved by the Salt Lake County Real Estate Division as full and adequate consideration.
- F. It has been determined that the best interests of the County and the general public will be served by executing the Right of Way Contract, 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 real property identified in the Deed is hereby declared surplus property.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the grant and conveyance of the Deed and the Easement is hereby approved, and the Mayor is authorized and directed to execute the Right of Way Contract, attached hereto as Exhibit A, 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 Right of Way Contract to execute the Deed and the Easement attached hereto as Exhibits B and C respectively and to deliver the fully executed documents to the Salt Lake County Real Estate Division for delivery to the UDOT upon payment of the agreed upon purchase amount.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Richard Snelgrove, 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)



# Utah Department of Transportation

## Right of Way Contract

*Fee Simple Acquisition - Strip*

Project No: S-0085(9) Parcel No.(s): 514B, 514B:E  
 Pin No: 13149 Job/Proj No: 72192 Project Location: SR-85, MVC; 4100 South to SR-201  
 County of Property: SALT LAKE Tax ID / Sidwell No: N/A  
 Property Address: Approx. 6303 West 2100 South WEST VALLEY UT, 84128  
 Owner's Address: 2001 South State Street, SALT LAKE CITY, UT, 84190  
 Primary Phone: 385-468-0341 Owner's Home Phone: (385)468-0341 Owner's Work Phone:  
 Owner / Grantor (s): Salt Lake County, a body corporate and politic of the State of Utah  
 Grantee: Utah Department of Transportation (UDOT)/The Department

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

The Grantor hereby agrees to convey and sell by Quit Claim, Perpetual Easement a parcel(s) of land known as parcel number(s) 514B, 514B:E for transportation purposes. This contract is to be returned to: Mitch Holladay (Consultant), Right of Way Agent c/o Utah Department of Transportation, 4501 South 2700 West, P.O. Box 148420, Salt Lake City, UT 84114-8420.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. 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 the Department takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The Department shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the 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, project caused statutory relocations, and other related transportation uses.
7. The Grantor(s) is aware that Utah Code Ann. Sect. 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(s) waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. Upon execution of this contract by the parties, Grantor grants the Department, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

**Additional Terms:**

**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 Mitch Holladay, represents purchaser.  
 Buyer's Brokerage HAR Engineering, Inc., represents purchaser.

**Total Selling Price** \$3,925.00



# Utah Department of Transportation

## Right of Way Contract

*Fee Simple Acquisition - Strip*

Project No: S-0085(9) Parcel No.(s): 514B, 514B:E

Pin No: 13149 Job/Proj No: 72192 Project Location: SR-85, MVC; 4100 South to SR-201

County of Property: SALT LAKE Tax ID / Sidwell No: N/A

Property Address: Approx. 6303 West 2100 South WEST VALLEY UT, 84128

Owner's Address: 2001 South State Street, SALT LAKE CITY, UT, 84190

Primary Phone: 385-468-0341 Owner's Home Phone: (385)468-0341 Owner's Work Phone:

Owner / Grantor (s): Salt Lake County, a body corporate and politic of the State of Utah

Grantee: Utah Department of Transportation (UDOT)/The Department

### Grantor's Initials

**Grantor understands this agreement is an option until approved by the Director of Right of Way.**

Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

\_\_\_\_\_ 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.

**Percent**

**Date**

100%

\_\_\_\_\_  
Salt Lake County

### Right of Way Agents

\_\_\_\_\_  
Mitch Holladay (Consultant) / Acquisition Agent

\_\_\_\_\_  
Jolene Ottley / Team Leader

\_\_\_\_\_  
Approved by Director of Right of Way

APPROVED AS TO FORM  
District Attorney's Office

By: R. Christopher Preston  
Attorney

R. CHRISTOPHER PRESTON

Date: 3/6/2019

EXHIBIT B  
(Quit Claim Deed)

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	Tax ID No.	N/A
	PIN No.	13149
	Project No.	S-0085(9)
	Parcel No.	0085:514B

Salt Lake County, a body corporate and politic of the State of Utah, Grantor(s), 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 in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee for the construction of the highway known as the Mountain View Corridor, being part of an entire tract of property described in that Quit Claim Deed recorded as Entry No. 2631832 in Book 3618 at Page 252 in the office of the Salt Lake County Recorder and situate in the NE1/4 NW1/4 of Section 23, T.1S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing northerly frontage road right of way line of the 2100 South Freeway (SR-201), which is 1,549.56 feet East along the section line from the Northwest corner of said Section 23, said point is also 25.00 feet radially distant from the 2100 South Freeway (SR-201) Frontage Road "N" Right of Way Control Line opposite approximate engineer station 177+50.76; and running thence southwesterly 136.12 feet along the arc of a 5,888.58-foot radius non-tangent curve to the left (Note: Radius bears S.13°22'06"E.) and said existing northerly right of way line, through a delta of 01°19'28" (Note: Chord to said curve bears S.75°58'10"W. for a distance of 136.12 feet) concentric with said control line to the southerly boundary line of said entire tract; thence West 23.48 feet along said southerly boundary line to the beginning of a 5,894.58-foot radius non-tangent curve to the right (Note: Radius bears S.14°54'49"E.) at a point 31.00 feet radially distant northerly from said control line

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PIN No.	13149
Project No.	S-0085(9)
Parcel No.	0085:514B

opposite engineer station 179+08.90; thence northwesterly 133.94 feet along the arc of said curve through a delta of  $01^{\circ}18'07''$  (Note: Chord to said curve bears  $N.75^{\circ}44'15''E.$  for a distance of 133.94 feet) concentric to said control line to the northerly boundary line of said entire tract at a point opposite approximate engineer station 177+75.66; thence East 25.72 feet along said northerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 810 square feet or 0.019 acre in area, more or less.

(Note: Rotate all bearings in the above description  $00^{\circ}06'20''$  clockwise to obtain highway bearings.)

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EXHIBIT C

(Perpetual Easement)

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Easement (County)

Salt Lake County	Tax ID No.	N/A
	PIN No.	13149
	Project No.	S-0085(9)
	Parcel No.	0085:514B:E

Salt Lake County, a body corporate and politic of the State of Utah, Grantor(s), 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:

A perpetual easement, upon part of an entire tract of property, described in that Quit Claim Deed recorded as Entry No. 2631832 in Book 3618 at Page 252 in the office of the Salt Lake County Recorder and situate in the NW1/4 NW1/4 of Section 23, T.1S., R.2W., S.L.B.&M., in Salt Lake County, Utah, for the purpose of constructing and maintaining a Drainage Pipe and appurtenant parts thereof, as part of the construction of the Mountain View Corridor known as Project No. S-0085(9). The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the section line of said Section 23, said point is 460.10 feet East along the section line from the Northwest Corner of said Section 23, said point is also approximately 367.70 feet radially distant northerly from the 2100 South Freeway (SR-201) Frontage Road "N" Right of Way Control Line opposite engineer station 187+53.03; and running thence East 20.00 feet along said section line and the northerly boundary of said entire tract; thence S.01°15'55"E. 33.01 feet to the southerly boundary line of said entire tract, at a point approximately 329.21 feet radially distant northerly from said control line opposite engineer station 187+47.27; thence West 20.00 feet along said southerly boundary line; thence N.01°15'55"W. 33.01 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described part of an entire tract of land 660 square feet or 0.015 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°06'20" clockwise to obtain highway bearings.)

