

RIGHT OF WAY CONTRACT

Partial Acquisition

Project No:	FP140001	Parcel No.(s):	3750:079C
Project Location	Surplus Levee Deficiency Rehabilitation Project		
County of Property	Salt Lake County	Tax ID / Sidwell No:	15-15-253-007
Property Address:	1531 W. Van Buren Circle, Salt Lake City, Utah 84104		
Owner / Grantor (s):	Luis Herrera		
Owner's Address:	1531 W. Van Buren Circle, Salt Lake City, Utah 84104		
Owner's Home Phone	801.974.0841	801.604.0449 Luis Cell	801.918.6292 Anita Cel

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 1531 W. Van Buren 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 \$17,100.00. 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 November 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 \$17,100.00 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. 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.
- 12. 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.
- 13. The County will remove the cinder block needed to install the new chainlink fence on the right of way line. The County will cap or otherwise finish the edge of cut cinder block.
- 14. The garage overhang will be evaluated during the next USACE inspection. Future evaluations may determine the garage may need to be permitted or the space acquired. The County will contact the property owner if garage determined to be a violation in the future.


Total Settlement \$17,100.00

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 L.H

IN WITNESS WHEREOF, the parties have executed this Contract as of this the 09 day of Oct., 2019.

Owner/Grantor


Owner/Grantor

10/9/19
Date

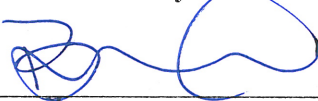
100%
Percent

Owner/Grantor

Date

Percent

Salt Lake County


Brandi Davenport, Right of Way Agent
(Davenport Consulting)

10-9-19
Date


Salt Lake County Real Estate Manager

10-25-2019
Date

Mayor or Designee

Date

APPROVED AS TO FORM
District Attorney's Office

By: 
Attorney

R. CHRISTOPHER PRESTON

Date: 10/15/2019

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.: 3750:079C
Tax Serial No. 15-15-253-007
County Project No.: FP140001
Surveyor WO: SU20160226

QUITCLAIM DEED
Individual(s)

LUIS HERRERA, a married man, GRANTOR(s), hereby Quitclaim(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 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 09 day of October, 2019.

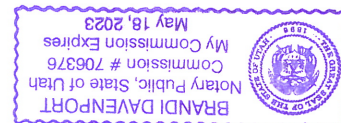
STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

By: Luis Herrera
LUIS HERRERA

On the date first above written personally appeared before me, Luis Herrera, a married man, the signer(s) of the within instrument, who duly acknowledged to me that he/she/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



Real Estate Parcel No.: 3750:079C
Tax Serial No. 15-15-253-007
County Project No.: FP140001
Surveyor WO: SU20160226

(EXHIBIT A)

A parcel of land being part of Lot 14 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 Special Warranty Deed recorded December 30, 2011 as Entry No. 11306426 in Book 9978 at Page 7850 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 14; thence N. 54°20'19" E. (Record = N. 54°06'14" E.) 13.82 feet along the northwesterly line of said Lot 14 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 to the southeasterly line of said Lot 14; thence S. 54°20'19" W. (Record = S. 54°06'14" W.) 14.29 feet along said southeasterly line to the southerly corner of said Lot 14; thence N. 35°39'41" W. (Record = N 35°53'46" W) 60.0 feet along the southwesterly line of said Lot 14 to the **Point of Beginning**.

The above-described parcel of land contains 843 square feet in area or 0.019 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 - 3750:079C

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

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.



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

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

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

LOT 14
LUIS HERRERA
15-15-253-007

LOT 15
PAULINE &
CHARLES WAGNER
15-15-253-008

VAN BUREN CIR.

POB
SALT LAKE COUNTY
15-15-253-001
EASEMENT - E# 1631572, BK: 1577, PG: 198
INDENTURE - BK: 2, C, PG: 215 & 298
TAX SALE DEED - E# 3456795, BK: 5125, PG: 1252

3750:079C
843 sq. ft.

LINE TABLE		
LINE #	LENGTH	BEARING
L1	13.82	N54° 20' 19"E
L2	14.29	S54° 20' 19"W

Page 3 of 3
Prepared: July 1, 2019



LUIS HERRERA
JORDAN RIVER & SURPLUS CANAL
Quitclaim Deed - 3750:079C

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. 3750:079

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

WHEN RECORDED RETURN TO:
Luis Herrera
1531 W. Van Buren Circle
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.: 3750:079Q
Tax Serial No. 15-15-253-007
County Project No.: FP140001
Surveyor WO: SU20160226

R. CHRISTOPHER PRESTON

QUITCLAIM DEED
Salt Lake County

Date: 10/15/2019

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to Luis Herrera, a married 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.: 3750:079Q
Tax Serial No. 15-15-253-007
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 14, 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 14 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 13.82 feet N. 54°20'19" E. (Record = N. 54°06'14" E.) along said northwesterly line from the westerly corner of said Lot 14; thence N. 54°20'19" E. (Record = N. 54°06'14" E.) 12.24 feet along said northwesterly line to the northeasterly line of said entire tract and 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 14; thence S. 54°20'19" W. (Record = S. 54°06'14" W.) 11.95 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 726 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 - 3750:079Q

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



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

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

LOT 14
LUIS HERRERA
15-15-253-007

LOT 15
PAULINE #
CHARLES WAGNER
15-15-253-008

POB

3750:079Q
726 sq. ft.

SALT LAKE COUNTY
EASEMENT - E# 1631372, BK: 1577, PG: 198
INDENTURE - BK: 2-C, PG: 213 # 298
TAX SALE DEED - E# 3456795, BK: 5126, PG: 1252

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	12.24	N54° 20' 19"E
L2	11.95	S54° 20' 19"W

Page 4 of 4
Prepared: July 1, 2019



SALT LAKE COUNTY
JORDAN RIVER & SURPLUS CANAL
Quitclaim Deed - 3750:079Q

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. 3750:079

Prepared by the Office of:

Reid J. Demman, P.L.S.
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