

## RIGHT OF WAY CONTRACT

### *Partial Acquisition*

<b>Project No:</b>	FP140001	<b>Parcel No.(s):</b>	3750:078C
<b>Project Location</b>	Surplus Levee Deficiency Rehabilitation Project		
<b>County of Property</b>	Salt Lake County	<b>Tax ID / Sidwell No:</b>	15-15-253-008
<b>Property Address:</b>	1529 W. Van Buren Circle, Salt Lake City, Utah 84104		
<b>Owner / Grantor (s):</b>	Pauline O. Wagner and Charles H. Wagner		
<b>Owner's Address:</b>	1529 W. Van Buren Circle, Salt Lake City, Utah 84104		
<b>Owner's Home Phone</b>	801-792-5131		

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 1529 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 \$13,200.00. 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 \$13,200.00 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.

**Total Settlement**    \$13,200.00

**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** X RW RW

IN WITNESS WHEREOF, the parties have executed this Contract as of this the 30 day of September, 2019

**Owner/Grantor**

X Pauline Wagner  
Owner/Grantor

9-30-19    50%  
Date            Percent

X Charles Wagner  
Owner/Grantor

9/30/19    50%  
Date            Percent

**Salt Lake County**

Brandi Davenport  
Brandi Davenport, Realtor (~~Prob~~ Realtors)

9-30-19  
Date

\_\_\_\_\_  
Salt Lake County Real Estate Manager

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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.: 3750:078C  
Tax Serial No. 15-15-253-008  
County Project No.: FP140001  
Surveyor WO: SU20160226

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

**PAULINE O. WAGNER AND CHARLES H. WAGNER**, wife and husband, 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 30 day of September, 2019.

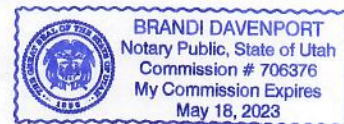
STATE OF UTAH )  
 )ss.  
COUNTY OF SALT LAKE )

By: Pauline O Wagner  
PAULINE O. WAGNER  
By: Charles H. Wagner  
CHARLES H. WAGNER

On the date first above written personally appeared before me, Pauline O. Wagner and Charles H. Wagner, 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 [Signature]  
My Commission Expires: 5-18-2023  
Residing in: Sandy, UT





**(EXHIBIT A)**

A parcel of land being part of Lot 15 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 Warranty Deed recorded September 18, 2006 as Entry No. 9847879 in Book 9352 at Page 2244 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 15, thence N. 54°20'19" E. (Record = N. 54°06'14" E.) 14.29 feet along the northwesterly line of said Lot 15, 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. 69.10 feet along said ten (10.00) foot offset line, to the southeasterly line of said Lot 15; thence S. 43°16'18" W. (Record = S. 43°02'13" W.) 15.10 feet along said southeasterly line to the southerly corner of said Lot 15; thence N. 35°39'41" W. (Record = N 35°53'46" W) 72.0 feet along the southwesterly line of said Lot 15 to the **Point of Beginning**.

The above-described parcel of land contains 1,027 square feet in area or 0.024 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.

# REAL ESTATE APPRAISAL EXHIBIT

## LEGEND

- LOT LINE
- TRACT BOUNDARY
- CENTERLINE OF SURPLUS CANAL
- ADJACENT PARCEL
- ////// 7' UTILITY EASEMENT - 3750:078C



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

LOT 14  
 LUIS HERRERA  
 15-15-253-007

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

VAN BUREN CIR.

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

LOT 16  
 JEROME LWIN &  
 ANGELA IANG &  
 ESTHER KIM  
 15-15-253-009

7' UTILITIES EASEMENT (TYP)  
 499 sq. ft. / 0.011 acre

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

**NOTE 1:**  
 Northeastly 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 2:**  
 Caldwell Richards & Sorenson Engineers (CRS) established the landside toe location using field survey methods in June 2019.

Page 1 of 1  
 Prepared: July 1, 2019



**PAULINE & CHARLES WAGNER**  
**JORDAN RIVER & SURPLUS CANAL**  
 Real Estate Appraisal - 3750:078C

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. 3750:078

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:  
Pauline O. and Charles H. Wagner  
1529 W. Van Buren Circle  
Salt Lake City, Utah 84104

Space above for County Recorder's use

**QUITCLAIM DEED**  
**Salt Lake County**

Parcel No.: 3750:078Q  
Tax Serial No. 15-15-253-008  
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 Pauline O. Wagner and Charles H. Wagner, wife and husband, 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.: 3750-078Q  
Tax Serial No. 15-15-253-008  
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: \_\_\_\_\_



Parcel No.: 3750:078Q  
Tax Serial No. 15-15-253-008  
County Project No.: FP140001  
Surveyor WO: SU20160226

**(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 15, 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 15 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 14.29 feet N. 54°20'19" E. (Record = N. 54°06'14" E.) along said northwesterly line from the westerly corner of said Lot 15; thence N. 54°20'19" E. (Record = N. 54°06'14" E.) 11.95 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. 66.83 feet along said northeasterly right of way line to the southeasterly line of said Lot 15; thence S. 43°16'18" W. (Record = S. 43°02'13" W.) 11.83 feet along said southeasterly 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. 69.10 feet along said ten (10) foot offset line to the **Point of Beginning**.

The above-described parcel of land contains 801 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

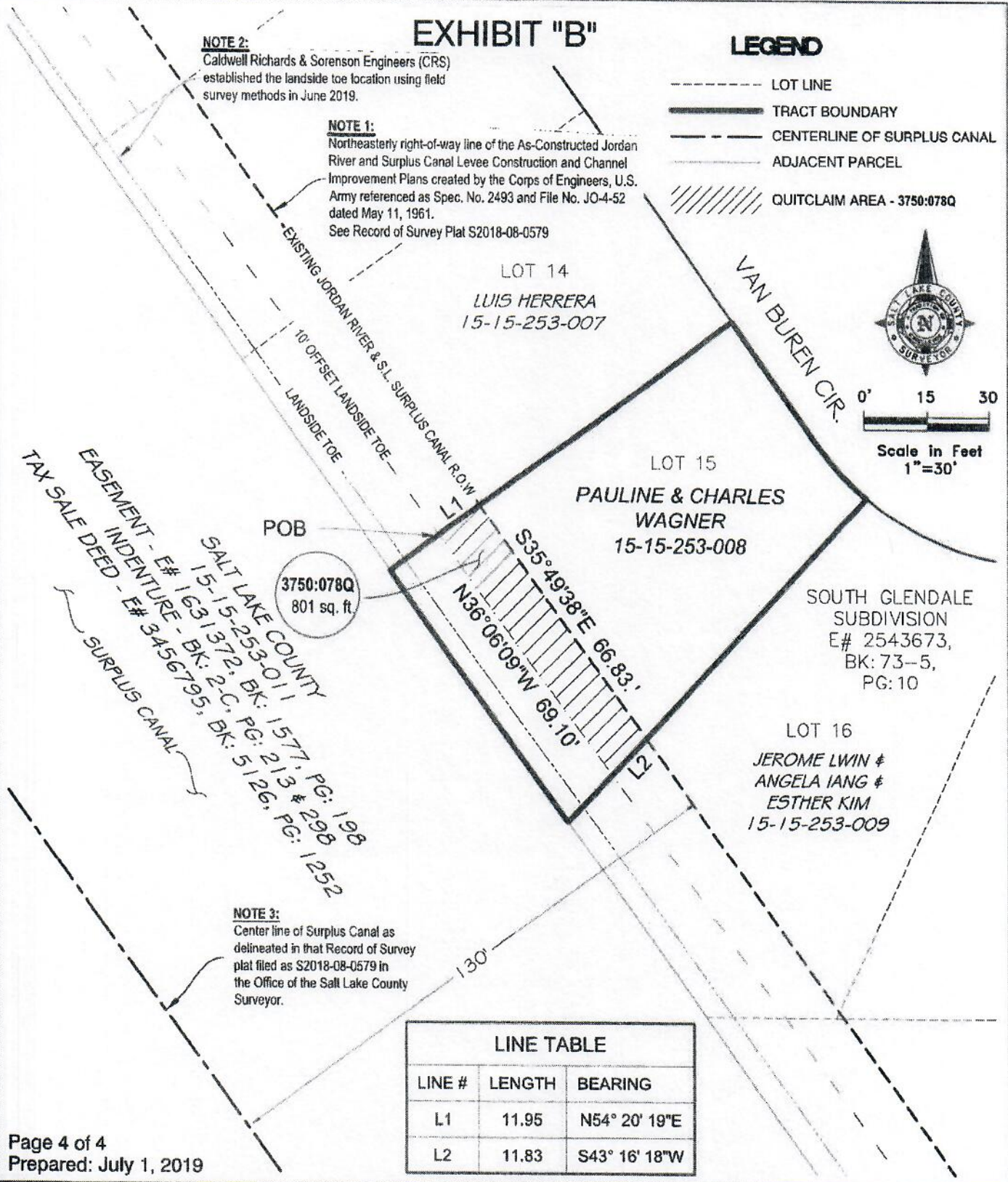
- LOT LINE
- TRACT BOUNDARY
- CENTERLINE OF SURPLUS CANAL
- ADJACENT PARCEL
- ////// QUITCLAIM AREA - 3750:078Q

**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



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



**EASEMENT - E# 1631372, BK: 1577, PG: 198**  
**INDENTURE - E# 3456795, BK: 213, PG: 298**  
**TAX SALE DEED - E# 3456795, BK: 5126, PG: 1252**  
**SURPLUS CANAL**

**SALT LAKE COUNTY**  
15-15-253-011  
1631372, BK: 1577, PG: 198  
213, PG: 298  
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	11.95	N54° 20' 19"E
L2	11.83	S43° 16' 18"W

Page 4 of 4  
Prepared: July 1, 2019

	<p align="center"><b>SALT LAKE COUNTY</b> <b>JORDAN RIVER &amp; SURPLUS CANAL</b> Quitclaim Deed - 3750:078Q</p>	<p align="center">Prepared by the Office of: <b>Reid J. Demman, P.L.S.</b> <b>Salt Lake County Surveyor</b></p> <p align="center">2001 S. State St. #N1-400 Salt Lake City, Utah 84114-4575 (385) 468-8240</p>
	<p align="center">Prepared for: <b>S.L. Co. Flood Control Engineering</b></p>	
	<p align="center">NE 1/4, Sec. 15, T.1S, R.1W, S.L.B.&amp;M. Work Order No. SU20160226 Real Estate No. 3750:078</p>	