

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING THE ACQUISITION OF A FEE INTEREST IN CERTAIN REAL PROPERTY FROM SUELLEN SANDOVAL AS PART OF THE SURPLUS CANAL PROJECT AND THE TRANSFER OF THE COUNTY'S EXCESS REAL ESTATE INTEREST IN ADJACENT PROPERTY TO SUELLEN SANDOVAL

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

D. Suellen Sandoval (the "Owner") owns 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 "Owner's Property").

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

F. To clear up any cloud on the Owner's remaining title, the County will quit-claim to the Owner any excess interest it may have in the remaining Owner's Property beyond the ten foot offset landside toe line established by the Owner's 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 Owner's Deed from the Owner and quit-claiming the County Property Interest to the Owner. 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 (the "County Council") that the County Property Interest is hereby declared surplus property.

IT IS FURTHER RESOLVED by the County Council that the Right of Way Contract ("Contract") between the County and the Owner is hereby approved and the Mayor is hereby 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 County Council that upon receipt of Owner's Deed from Owner, 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 Owner.

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:

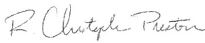

Digitally signed by Robert
Preston
Date: 2020.06.18 16:55:06 -06'00'
R. Christopher Preston
Deputy District Attorney

EXHIBIT A

RIGHT OF WAY CONTRACT

RIGHT OF WAY CONTRACT

Partial Acquisition

Project No: FP140001 **Parcel No.(s):** 3750:095C, 3750:095Q
Project Location: Salt Lake County Surplus Levee Deficiency Rehabilitation
County of Property: Salt Lake County **Tax ID / Sidwell No:** 15-15-201-040
Property Address: 1416 South Utah Street, Salt Lake City, Utah 84104
Owner / Grantor (s): Suellen Sandoval
Owner's Address: 1416 South Utah Street, Salt Lake City, Utah 84104
Owner's Phone: 801-661-0207 **Owner's Email:** suellentrain@hotmail.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 1416 South Utah Street, Salt Lake City, UT, 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 \$1,400.00. 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 8/12/20, 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 \$1,400.00 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 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 \$2,197.80, 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 \$1,400.00

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 SS

IN WITNESS WHEREOF, the parties have executed this Contract as of this the 12 day of June, 2020.

Owner/Grantor

Sueller for oral
Owner/Grantor

6/12/2020 100
Date Percent

Salt Lake County

[Signature]
Acquisition Agent

6/12/2020
Date

[Signature]
Salt Lake County Real Estate Manager

6/22/2020
Date

Mayor or Designee

Date

APPROVED AS TO FORM
District Attorney's Office

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 6/19/2020

WHEN RECORDED RETURN TO:
Suellen Sandoval
1416 South Utah Street
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

R. CHRISTOPHER PRESTON

Date: 6/19/2020

QUITCLAIM DEED
Salt Lake County

Parcel No.: **3750:095Q**
Tax Serial No. 15-15-201-040
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 Suellen Sandoval, an unmarried woman, 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

(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 1, River Glen Subdivision recorded October 29, 2002 as Entry No. 8401702 in Book 2002 of Plats, at Page 306 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 northerly line of said Lot 1 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 5.69 feet S. 89°49'01" E. (Record = East) along said northerly line from the northwesterly corner of said Lot 1; thence S. 89°49'01" E. (Record = East) 21.84 feet along said northerly line to the easterly line of said entire tract and easterly right-of-way line of said As-Constructed Jordan River and Surplus Canal Levee Construction and Channel Improvement plans; thence S. 21°33'22" E. 55.99 feet along said easterly line to the southerly line of said Lot 1; thence N. 89°49'01" W. (Record = West) 25.13 feet along said southerly line to said ten (10) foot offset line of the landside toe of the Jordan River & Salt Lake Surplus Canal Levee; thence N. 18°21'35" W. 54.85 feet along said ten (10) foot offset line to the **Point of Beginning**.

The above-described parcel of land contains 1221 square feet in area or 0.028 acre, more or less.

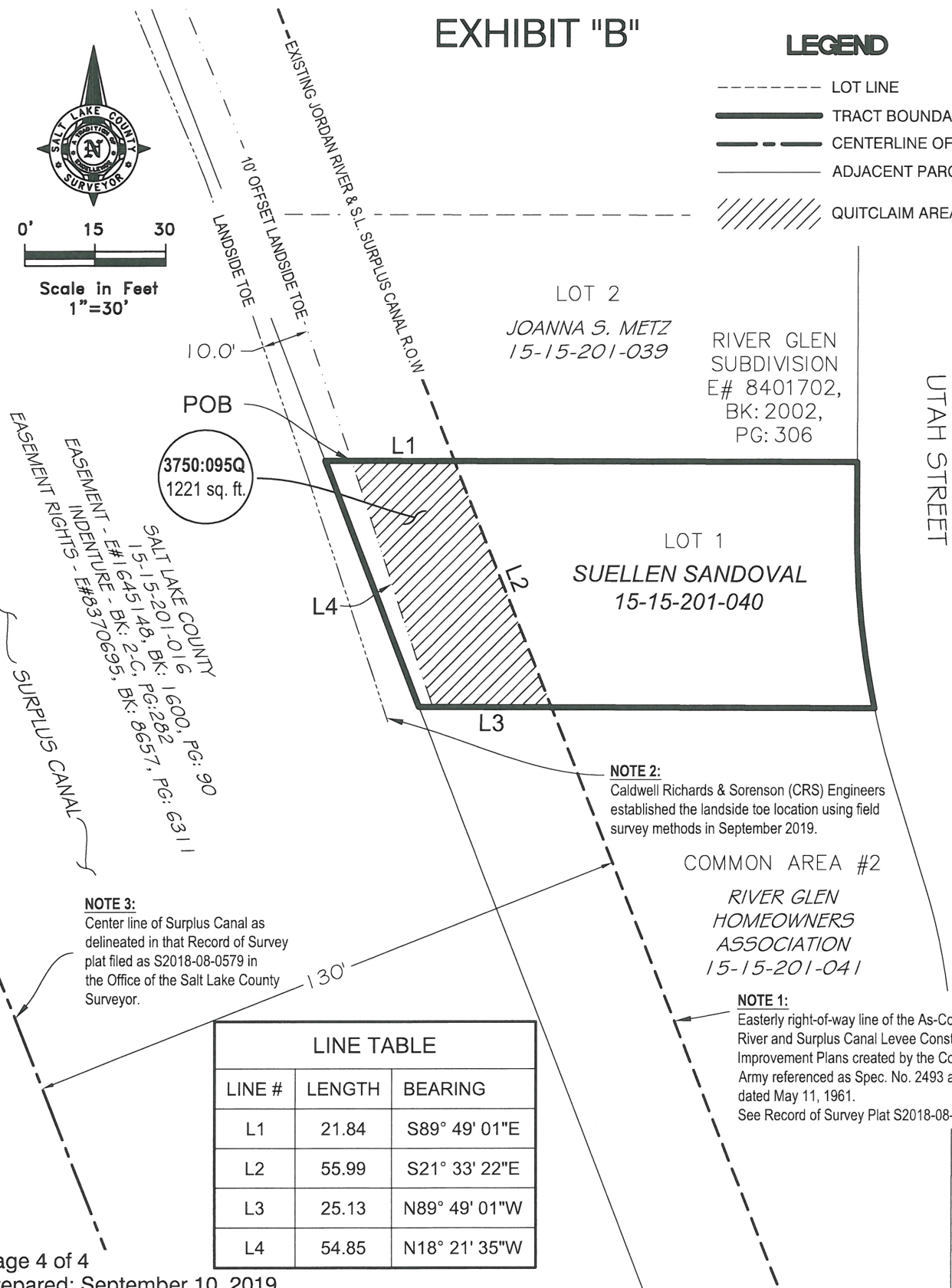
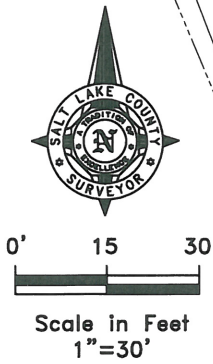
EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: S. 00°10'59" W. along the Monument line of Cheyenne Street between the monument at the intersection of said Cheyenne Street and High Avenue and the monument at the intersection of said Cheyenne Street and Van Buren Avenue.

EXHIBIT "B"

LEGEND

- LOT LINE
- TRACT BOUNDARY
- · — · — CENTERLINE OF SURPLUS CANAL
- ADJACENT PARCEL
- ////// QUITCLAIM AREA - 3750:095Q



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.

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

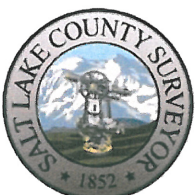
COMMON AREA #2
RIVER GLEN HOMEOWNERS ASSOCIATION
15-15-201-041

NOTE 1:
Easterly 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

LINE TABLE

LINE #	LENGTH	BEARING
L1	21.84	S89° 49' 01"E
L2	55.99	S21° 33' 22"E
L3	25.13	N89° 49' 01"W
L4	54.85	N18° 21' 35"W

Page 4 of 4
Prepared: September 10, 2019



SUELLEN SANDOVAL
JORDAN RIVER & SURPLUS CANAL
Quitclaim Deed - 3750:095Q

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. 3750:095

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