

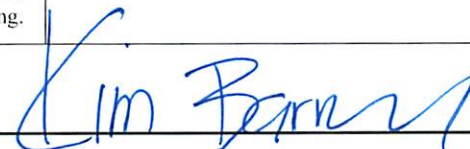
Mayor's Office: Council Agenda Item Request Form

This form and supporting documents (if applicable) are due the Wednesday before the COW meeting by noon.

Date Received (office use)	
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Date of Request	06/05/2018
Requesting Staff Member	Derrick Sorensen
Requested Council Date	06/12/2018
Topic/Discussion Title	RE 3769 Temporary Construction Easement 4740 West 4100 South
Description	West Valley City is requesting a Temporary Construction Easement on Parcel 15-31-354-011 with an address of 4740 West 4100 South as part of the reconstruction of 4100 South.
Requested Action¹	Consent Agenda
Presenter(s)	Derrick Sorensen
Time Needed²	<5
Time Sensitive³	No
Specific Time(s)⁴	No
Will You Be Providing a PowerPoint?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will You Be Providing Back-Up Documentation or Handouts? Please attach supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Mayor or Designee approval: _____



¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to schedule on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.

RESOLUTION NO. _____

DATE _____

**A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING
EXECUTION AND DELIVERY OF A RIGHT OF WAY CONTRACT AND A
TEMPORARY CONSTRUCTION EASEMENT TO WEST VALLEY CITY**

RECITALS

A. Salt Lake County (“the County”) owns a certain parcel of real property located at approximately 4740 West 4100 South, West Valley City, Utah, also identified as Parcel No. 15-31-354-011 (the “Property”).

B. West Valley City (the “City”) is reconstructing a portion of 4100 South in conjunction with the Utah Department of Transportation (“UDOT”).

C. The reconstruction project will affect a portion of the Property immediately adjacent to 4100 South.

D. The City has submitted a Right of Way Contract to the County offering to purchase a temporary construction easement (the “Easement”) from the County for \$2,900.00, which amount has been reviewed and approved by the County Real Estate Division as full and adequate consideration.

E. 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 and the Easement attached to this Resolution. The grant of said Easement 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 grant and conveyance of 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 Easement attached hereto as Exhibit B and to deliver the fully executed document to the County Real Estate Division for delivery to the City upon payment of the agreed upon purchase amount.

APPROVED and ADOPTED this _____ day of _____, 2018.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton, 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 Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

APPROVED AS TO FORM:

R. Christopher Preston
R. Christopher Preston
Deputy District Attorney
Date: 5/27/2018

EXHIBIT A

(Right of Way Contract)



West Valley City Right of Way Contract Easement

Project No: F-LC35(294) Parcel No.(s): 250:EC

Pin No: 14831 Job/Proj No: 54806 Project Location: 4100 South; Bangerter Highway to 5460 West
County of Property: SALT LAKE Tax ID / Sidwell No: 15-31-354-011
Property Address: 4740 West 4100 South WEST VALLEY CITY UT, 84120
Owner's Address: 2001 South State #N4500, Salt Lake City, UT, 84190
Primary Phone: 801-943-4636 Owner's Home Phone: Owner's Work Phone: (801)943-4636
Owner / Grantor (s): Salt Lake County, a body corporate and politic
Grantee: West Valley City/The City

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 Temporary Easement a parcel(s) of land known as parcel number(s) 250:EC for transportation purposes. This contract is to be returned to: Desiree Vargas (Consultant), Right of Way Agent c/o West Valley City, 3600 South Constitution Blvd, West Valley City, UT 84119.

1. Grantor agrees to transfer the property free of all debris and any hazardous materials (including paint or other household products.)
2. Grantor shall leave the property in the same condition as it was when this contract was signed. No work, improvements 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 City takes possession.
3. The City shall pay in full to the Grantor for the real property in the easement referenced above.
4. 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.
5. Upon execution of this contract by the parties, Grantor grants the City, 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:

The contractor will replace, relocate or repair any affected fencing, sod, sprinklers, sprinkler boxes etc. in the easement areas.

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 Desiree Vargas, represents purchaser.
Buyer's Brokerage WVC consulting, LLC, represents purchaser.

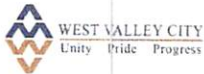
Total Selling Price \$2,900.00

APPROVED AS TO FORM
District Attorney's Office

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 5/29/2018



West Valley City Right of Way Contract Easement

Project No: F-LC35(294) Parcel No.(s): 250:EC

Pin No: 14831 Job/Proj No: 54806 Project Location: 4100 South; Bangerter Highway to 5460 West
County of Property: SALT LAKE Tax ID / Sidwell No: 15-31-354-011
Property Address: 4740 West 4100 South WEST VALLEY CITY UT, 84120
Owner's Address: 2001 South State #N4500, Salt Lake City, UT, 84190
Primary Phone: 801-943-4636 Owner's Home Phone: Owner's Work Phone: (801)943-4636
Owner / Grantor (s): Salt Lake County, a body corporate and politic
Grantee: West Valley City/The City

Grantor's Initials

Grantor understands this agreement is an option until approved by the Steven J. Dale, ROW & Survey Section Manager.
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

Desiree Vargas (Consultant) / Acquisition Agent

Wendy Hansen (Consultant) / Team Leader

Approved by Steven J. Dale, ROW & Survey Section Manager

APPROVED AS TO FORM
District Attorney's Office

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 5/29/2018

EXHIBIT B

(Temporary Easement)

WHEN RECORDED, MAIL TO:
West Valley City
3600 Constitution Blvd
West Valley City, Utah 84119

Easement

(COUNTY)
Salt Lake County

Tax ID No. 15-31-354-011
PIN No. 14831
Project No. F-LC35(294)
Parcel No. LC35:250:EC

Salt Lake County, a body corporate and politic of the State of Utah, Grantor, hereby GRANTS AND CONVEYS to West Valley City, Grantee, at 3600 Constitution Blvd, West Valley City, Utah 84119, 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 temporary easement upon part of an entire tract of property situate in Lot 1, Hunter Library Subdivision, according to the official plat thereof, recorded November 29, 1994, as Entry No. 5974761 in Book 94-11 on Page 360 in the office of the Salt Lake County Recorder, situate in the SW1/4 SW1/4 of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, for the purpose of constructing and blending cut and/or fill slopes, a driveway reconstruct, and appurtenant parts thereof incident to the widening of existing 4100 South Street, known as Project No. F-LC35(294). The easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for two (2) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract are described as follows:

Beginning at the intersection of the existing northerly right of way line of 4100 South Street and the easterly boundary line of said Lot 1, which point is 7.00 feet N.0°03'46"W. from the southeast corner of said Lot 1; and running thence S.89°54'09"W. 366.67 feet along said existing northerly right of way line to a westerly boundary line of said Lot 1; thence N.0°01'57"W. 8.00 feet along said westerly boundary line to a point 48.00 feet perpendicularly distant northerly from the right of way control line of said Project, opposite approximate Engineers Station 155+82.01; thence N.89°54'09"E. 366.66 feet to the easterly boundary line of said Lot 1 at a point 48.00 feet perpendicularly distant northerly from the right of way control line of said Project, opposite approximate Engineers Station

The above described part of an entire tract contains 2,933 square feet in area or 0.067 acre.

IN WITNESS WHEREOF, said Salt Lake County has caused this instrument to be executed by its proper officers thereunto duly authorized, this ____ day of _____, A.D. 20_____.

)

) ss.

)

By _____
Mayor or Designee

WITNESS my hand and official stamp the date in this certificate first above written.

APPROVED AS TO FORM
District Attorney's Office

By: E. Clinton Potter
Attorney

Date: 5/29/2018

Continued on Page 3
COUNTY RW-09CO (12-01-03)

STATE OF UTAH)
COUNTY OF) ss.
By _____ Clerk of Designee

Salt Lake COUNTY
A County of the State of Utah

WITNESS my hand and official stamp the date in this certificate first above written.

Date: 5/29/2018



West Valley City

Re: Incentive Payment

Project Location: 4100 South; Bangerter Highway to 5460 West

Project No.: F-LC35(294)

PIN No.: 14831 Parcel No.: 250:EC

Offer Date: _____

Dear Salt Lake County,

The West Valley City has begun acquisition of properties required for the above captioned project. The City would like to begin construction on this project and in order to expedite and avoid construction delays, the City is offering an incentive for quick acquisition of properties required for the project.

Your property (or a portion of it) is required for this project. The City is offering property owners that sign and fully execute a Right of Way contract within 30 days (or less) from the offer date a \$300.00 incentive payment. If it proves impossible to sign a contract in this time frame, but the owner will grant the City a Right of Occupancy (referred to as a ROO) then ½ of the incentive amount will be paid, or \$150.00, if the ROO is signed within 30 days from the offer date.

The incentive payment is in addition to the original offer. If a signed transaction cannot be completed and executed within these time frames, no incentive payment will be made. Your acquisition agent will explain the details and respond to any questions you may have.

Sincerely,

Wendy Hansen (Consultant)
Right of Way Lead
Desiree Vargas (Consultant) - Acq. Agent
801-330-9729

I, Salt Lake County, property owner of parcel 250:EC acknowledge that I am aware of this incentive offer and its limitations. I agree to consider this proposal. I understand that if I fail to act within the time frames specified that no incentive payment will be paid.

Signature _____

Signature _____

Date _____

APPROVED AS TO FORM
District Attorney's Office

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 5/29/2018

OFFER TO PURCHASE RIGHT OF WAY

Pin: 14831 Project No: F-LC35(294)

Owner Name: Salt Lake County, a body corporate and politic

Property Address: 4740 West 4100 South, WEST VALLEY CITY, UT 84120

Parcel No: 250:EC

Authority No: 54806

Tax Id: 15-31-354-011

Project Location: 4100 South; Bangerter Highway to 5460 West

The West Valley City hereby makes you an offer of \$2,900.00 as Just Compensation for the easement(s).

This is the approved value for the easement(s) described in the Project shown above.

West Valley City declares that this offer has been established by the City as Just Compensation and is in accordance with applicable State laws and requirements. Just Compensation is defined as the fair market value of the property acquired. This amount is based on the land, improvements and any fixtures considered to be real property.

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, and other related transportation uses.

This letter is not a contract to purchase your property. It is merely an offer to purchase the easement rights we need for \$2,900.00. Along with this Offer attached are the Statement of Just Compensation, Executive Summary of Property Owner's Rights, and the Agency's Brochure. Your signature is for the purpose of verifying that you have actually received these items. Signing this document does not prejudice your right to have the final amount determined through Condemnation proceedings in the event you do not accept this Offer. Information regarding your rights is explained in the agency's brochure.

Information about the acquiring process and procedures is included in the Agency's Brochure, which has been given to you. Other information regarding your rights as a property owner was also given to you with this offer. If you have questions regarding this offer or information given to you, please contact me, Desiree Vargas (Consultant). I can be reached at 801-330-9729.

Receipt: Please sign below to indicate you have received the following documents:

Ombudsman's Acquisition Brochure - Your Guide to Just Compensation
Offer to Purchase & Offer Letter
Statement of Just Compensation
Right of Way Contract
Deed(s) and/or Easement(s)
Map and legal description

Date:

By:

Signature of Grantor/Owner

Date:

By:

Signature of Grantor/Owner

Date:

By:

Desiree Vargas

Desiree Vargas (Consultant) / Acquisition Agent