

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 TEMPORARY CONSTRUCTION EASEMENT TO THE UTAH DEPARTMENT OF TRANSPORTATION AFFECTING PROPERTY LOCATED AT APPROXIMATELY 6030 WEST CALIFORNIA AVENUE

RECITALS

A. Salt Lake County (“the County”) and Salt Lake City (the “City”), as tenants in common, jointly own a certain parcel of real property located at approximately 6030 West California Avenue, Salt Lake City, Utah, also identified as Parcel No. 14-11-300-007 (the “Property”).

B. The Property is currently in public use as a landfill.

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 California Avenue (1400 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 temporary construction easement (the “Temporary Easement”) from the County and to pay for other impacts to the Property. The total amount offered by UDOT is \$62,500.00, which amount has been reviewed and approved by the Salt Lake County Real Estate Division as full and adequate consideration. The County’s portion of this amount is \$31,250.00

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 Temporary 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 Temporary 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 Temporary 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): 536, 536: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: 14-11-300-007
 Property Address: 6030 West California Avenue SALT LAKE CITY UT, 84104
 Owner's Address: 2100 South State Street, Salt Lake City, UT, 84114
 Primary Phone: 801-535-6308 Owner's Home Phone: Owner's Work Phone: (801)535-6308
 Owner / Grantor (s): Salt Lake County and Salt Lake City
 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, Temporary Easement a parcel(s) of land known as parcel number(s) 536, 536: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 HDR Engineering, Inc, represents purchaser.

Total Selling Price \$62,500.00



Utah Department of Transportation Right of Way Contract

Fee Simple Acquisition - Strip

Project No: S-0085(9) Parcel No.(s): 536, 536: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: 14-11-300-007
Property Address: 6030 West California Avenue SALT LAKE CITY UT, 84104
Owner's Address: 2100 South State Street, Salt Lake City, UT, 84114
Primary Phone: 801-535-6308 Owner's Home Phone: Owner's Work Phone: (801)535-6308
Owner / Grantor (s): Salt Lake County and Salt Lake City
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
50%	_____
	Salt Lake County
50%	_____
	Salt Lake City

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.	14-11-300-007
	PIN No.	13149
	Project No.	S-0085(9)
	Parcel No.	0085:536

Salt Lake County, a body corporate and politic of the State of Utah, Grantor(s), to 50% interest as a tenant in common, 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 construction of the highway known as Mountain View Corridor, being part of an entire tract of property described in that Quit Claim Deed recorded as Entry No. 9687751 in Book 9277 at Page 7026 in the office of the Salt Lake County Recorder, situate in the SW1/4 SE1/4 of Section 11, 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 southerly boundary line of said entire tract in the northerly right of way line of California Avenue, said point is 33.00 feet N.00°06'58"E. along the section line and 2,651.76 feet S.89°56'46"E. (2,651.57 feet N.89°56'23"W. by record) and 1,025.28 feet S.89°57'32"E. (N.89°57'19"W. by record) from the Southeast Corner of said Section 10, said point is approximately 34.30 feet perpendicularly distant northerly from the California Avenue Right of Way Control Line opposite approximate engineer station 110+83.47; and running thence N.89°57'32"W. (N.89°57'19"W. by record) 870.47 feet along said southerly boundary line and said northerly right of way line; thence N.00°01'22"W. 5.73 feet to a point 41.00 feet perpendicularly distant northerly from said control line opposite engineer station 102+13.00; thence N.89°58'38"E. 766.13 feet along a line parallel to said control line to a point opposite approximate engineer station 109+79.13; thence N.87°51'22"E. 104.46 feet to the easterly boundary line of

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Project No.	S-0085(9)
Parcel No.	0085:536

said entire tract which is the westerly boundary line of that deed conveyed to PacifiCorp recorded in the office of Salt Lake County Recorder as Entry No. 11040468, at a point approximately 44.87 feet perpendicularly distant northerly from said control line opposite engineer station 110+83.51; thence S.00°13'00"W. 10.56 feet along the westerly boundary line of said PacifiCorp deed and the easterly 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 part of an entire tract of land contains 5,609 square feet in area or 0.129 acre, more or less.

(Note: Rotate all bearings in the above description 00°15'49" clockwise to obtain highway bearings.)



PIN No. 13149
Project No. S-0085(9)
Parcel No. 0085:536

IN WITNESS WHEREOF, GRANTOR has caused this Quit-Claim 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: _____

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 C
(Temporary 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.	14-11-300-007
	PIN No.	13149
	Project No.	S-0085(9)
	Parcel No.	0085:536:E

Salt Lake County, a body corporate and politic of the State of Utah, Grantor(s), to 50% interest as a tenant in common, 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 temporary easement, upon part of an entire tract of property described in that Quit Claim Deed recorded as Entry No. 9687751 in Book 9277 at Page 7026 in the office of the Salt Lake County Recorder, situate in the SW1/4 SE1/4 of Section 11, T.1S., R.2W., S.L.B.&M., to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the construction of the Mountain View Corridor known as Project No. S-0085(9). This 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 three (3) 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 of land are described as follows:

Beginning at a point in the easterly boundary line of said entire tract, said point is 33.00 feet N.00°06'58"E. along the section line and 2,651.76 feet S.89°56'46"E. (2,651.57 feet N.89°56'23"W. by record) and 1,025.28 feet S.89°57'32"E. (N.89°57'19"W. by record) and 10.56 feet N.00°13'00"E. from the Southeast Corner of said Section 10, said point is approximately 44.87 feet perpendicularly distant northerly from the

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PIN No. 13149
Project No. S-0085(9)
Parcel No. 0085:536:E

California Avenue Right of Way Control Line opposite approximate engineer station 110+83.51; and running thence S.87°51'22"W. 104.46 feet; thence S.89°58'38"W. 437.63 feet along a line parallel to said control line; thence N.00°01'22"W. 22.50 feet to a point 63.50 feet perpendicularly distant northerly from said control line opposite engineer station 105+41.50; thence N.89°58'38"E. 423.70 feet along a line parallel to said control line; thence N.87°51'22"E. 118.49 feet to the westerly boundary line of that deed conveyed to PacifiCorp recorded in the office of Salt Lake County Recorder as Entry No. 11040468 which is said easterly boundary line; thence S.00°13'00"W. 23.02 feet along the westerly boundary line of said PacifiCorp deed and the easterly 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 part of an entire tract of land contains 12,254 square feet in area or 0.281 acre, more or less.

(Note: Rotate all bearings in the above description 00°15'49" clockwise to obtain highway bearings.)



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PIN No. 13149
Project No. S-0085(9)
Parcel No. 0085:536:E

IN WITNESS WHEREOF, GRANTOR has caused this Easement 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: _____

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: _____