



# Utah Department of Transportation

## Right of Way Contract

*Fee Simple Acquisition - Strip*

Project No: S-0085(9) Parcel No.(s): 9015, 9015:E, 9015:EC

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: 14-35-201-011

Property Address: 5905 West 3500 South WEST VALLEY CITY UT, 84128

Owner's Address: PO Box 144575, SALT LAKE CITY, UT, 84114

Primary Phone: 385-468-0341

Owner's Home Phone: (385)468-0341

Owner's Work Phone:

Owner / Grantor (s): Salt Lake County

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, Perpetual Easement, Temporary Easement a parcel(s) of land known as parcel number(s) 9015, 9015:E, 9015:EC 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** \$248,400.00



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### 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

100%

Salt Lake County

### 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