

RIGHT OF WAY CONTRACT

Partial Acquisition

Project No:	FP140001	Parcel No.(s):	3750:062C & 3750:062Q
Project Location	Surplus Levee Deficiency Rehabilitation Project		
County of Property	Salt Lake County	Tax ID / Sidwell No:	15-15-279-010
Property Address:	1690 S Stewart Circle, Salt Lake City, UT 84104		
Grantor (s):	Guadalupe O. and Rosa M. Lopez		
Grantor's Address:	1690 S Stewart Circle, Salt Lake City, UT 84104		
Grantor's Home Phone	801-381-7226	Owner's Work Phone	

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 1690 South Stewart Circle, 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 \$14,950.00. This contract is to be returned to: Salt Lake County Real Estate Office, 2001 South State Street S3-110, Salt Lake City, UT 84190

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.

1. 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.
2. Grantor agrees to transfer the Property free of all debris and hazardous materials (including paint or other household products).
3. All fixtures and improvements are to remain with the Property, including landscaping, retaining walls, fences, etc.
4. Closing shall occur on or before June 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.
5. 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.
6. Grantor bears all risk of loss or damage to the Property until Closing.
7. Grantor understands that at Closing, at its discretion, County may pay the full amount of \$14,950.00 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.
8. 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.

9. 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.
10. In addition, County shall, at Closing, convey to Grantor, and Grantor shall accept, a Release of Easement (the "Release"). The value of the Release is \$1,195.43, which amount has been accounted for in the Total Settlement.
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 \$14,950.00

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

G L M F

IN WITNESS WHEREOF, the parties have executed this Contract as of this the 10 day of

May, 2019

Owner/Grantor

Rosa M Lopez

Owner/Grantor

5-10-19

Date

50%

Percent

Guadalupe O Lopez

Owner/Grantor

5-10-19

Date

50%

Percent

Salt Lake County

Brandi Davenport

Brandi Davenport, Realtor (Probe Realtors)

5-10-19

Date

D. Sun

Salt Lake County Real Estate Manager

6/17/2019

Date

Mayor or Designee

Date

**APPROVED AS TO FORM
District Attorney's Office**

By: *R. Christopher Preston*
Attorney

R. CHRISTOPHER PRESTON

Date: 6/3/2019

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

QUIT CLAIM DEED
Individual(s)

Real Estate Parcel No.: 3750:062C
Tax Serial No. 15-15-279-010
County Project No.: FP140001

GUADALUPE O. LOPEZ AND ROSA M. SERRATO, husband and wife, as joint tenants, GRANTOR(s), hereby Quit Claim(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 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(s) has caused this Quit-Claim Deed to be signed this 10 day of May, 20 19.

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

SALT LAKE COUNTY

By: Guadalupe O. Lopez
GUADALUPE O. LOPEZ

By: Rosa M. Serrato
ROSA M. SERRATO

On the date first above written personally appeared before me, Guadalupe O. Lopez and Rosa M. Serrato, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

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

Notary Public [Signature]

My Commission Expires: 5-18-19

Residing in: Sandy, UT



(EXHIBIT A)

A parcel of land being part of Lot 201 of the Parkway No. 2 Subdivision recorded November 2, 1978 as Entry No. 3191383 in Book 83-11 of Plats, at Page 152 and described in that Warranty Deed recorded June 29, 1995 as Entry No. 6111225 in Book 7178 at Page 0871 in the office of the Salt Lake County Recorder. Said Lot 201 is located 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 northwesterly corner of said Lot 201, thence S. 89°41'44" E. (Record = East) 1.16 feet along the northerly line of said Lot 201 to its intersection with the ten (10) foot offset line of the landside toe, as located by field survey, of the Jordan River & Salt Lake Surplus Canal Levee; thence Southeasterly along said ten (10) foot offset line of the landside toe the following two (2) courses: 1) S. 39°25'40" E. 31.43 feet, 2) S. 35°11'00" E. 71.08 feet to its intersection with the southerly line of said Lot 201 and the northerly Right-of-Way line of 1700 South Street; thence N. 89°42'16" W. (Record = S. 89°55'56" W.) 10.92 feet along said southerly Lot line and Right-of-Way line to the southwesterly corner of said Lot 201; thence N. 35°41'42" W. (Record = N. 36° W.) 87.73 feet along the southwesterly line of said Lot 201 to an angle point in said Lot 201; thence N. 00°10'22" E. (Record = N. 00°07'54" W.) 11.07 feet along the westerly line of said Lot 201 to the **Point of Beginning**.

The above-described parcel of land contains 863 square feet in area or 0.020 acres more or less.

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

BASIS OF BEARING: S. 89°49'38" E. along the Quarter Section line between the Center Section Corner and the East Quarter Corner of said Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

EXHIBIT "B"

LEGEND

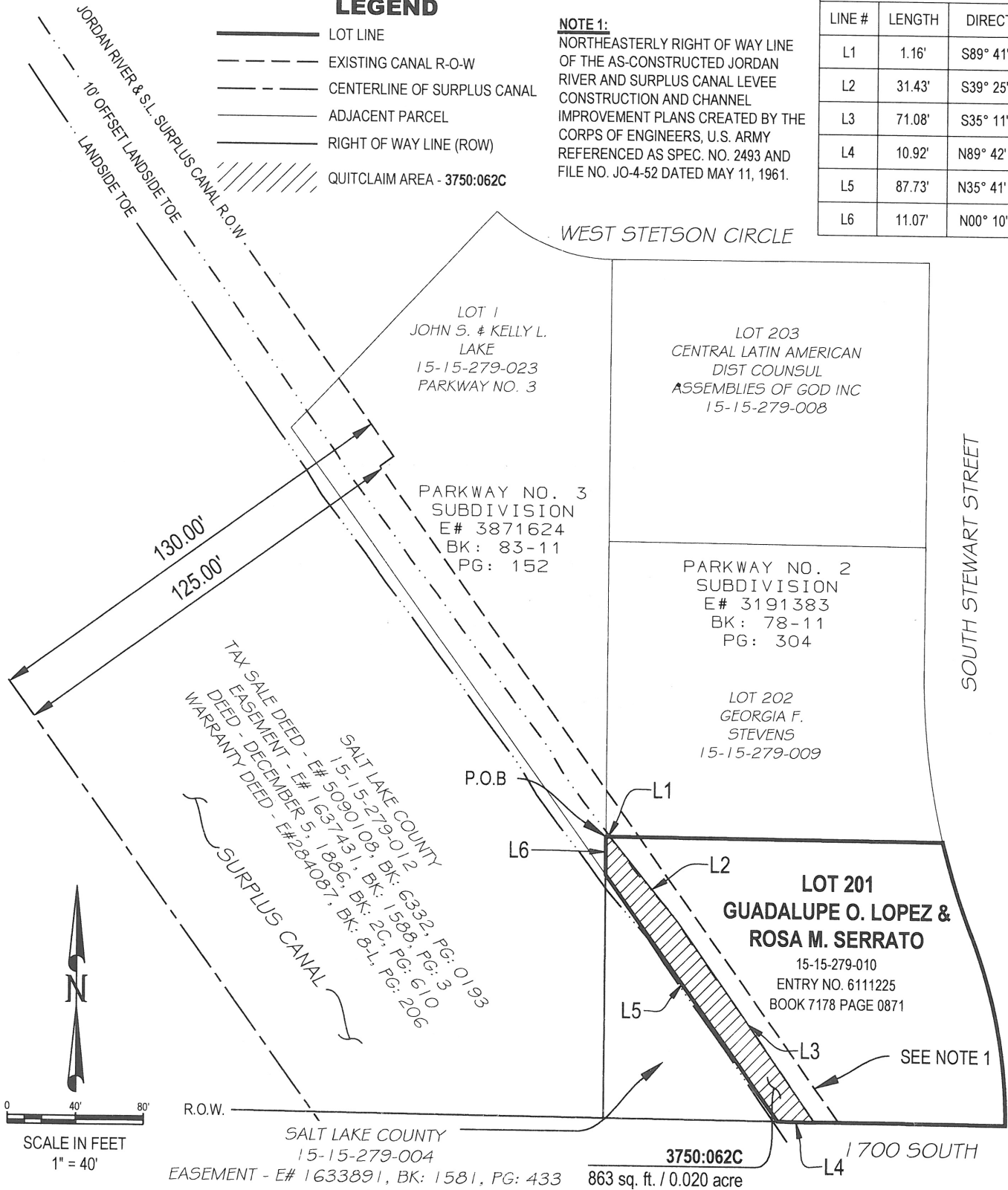
- LOT LINE
- EXISTING CANAL R-O-W
- CENTERLINE OF SURPLUS CANAL
- ADJACENT PARCEL
- RIGHT OF WAY LINE (ROW)
- QUITCLAIM AREA - 3750:062C

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.

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	1.16'	S89° 41' 44"E
L2	31.43'	S39° 25' 40"E
L3	71.08'	S35° 11' 00"E
L4	10.92'	N89° 42' 16"W
L5	87.73'	N35° 41' 42"W
L6	11.07'	N00° 10' 22"E



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4246 S Riverboat Rd, Ste 200 | Salt Lake City, UT 84123 | P. 801.359.5565 | www.crsengineers.com

GUADALUPE O. LOPEZ & ROSA M. SARRATO
JORDAN RIVER SURPLUS CANAL
QUIT CLAIM - 3750:062C

LOT 201 PARKWAY NO. 2 SUBDIVISION
1690 SOUTH STEWART STREET, SALT LAKE CITY, UTAH

CRS PROJ. #17113C

FINAL

PROJECT NAME:
FP140001

PAGE 3 OF 3

APRIL 26, 2019

(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 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 201, Parkway No. 2 Subdivision, recorded November 2, 1978 as Entry No. 3191383 in Book 78-11 of Plats, at Page 304 in the office of the Salt Lake County Recorder and situated 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 201 and the northeasterly line of the ten (10) foot offset line of the landside toe, as located by field survey, of the Jordan River & Salt Lake Surplus Canal Levee, which is S. 89°41'44" E. (Record = East) 1.16 feet along the northerly line from the northwesterly corner of said Lot 201, thence S. 89°41'44" E. (Record = East) 8.63 feet along said northerly line to the northeasterly line of said entire tract and right-of-way line of said As-Constructed Jordan River and Surplus Canal Levee improvement plans; thence S. 35°49'41" E. 101.59 feet along said northeasterly lines, to the southerly line of said Lot 201 and the northerly Right-of-Way of 1700 South Street; thence N. 89°42'16" W. (Record = S. 89°55'56" W.) 7.17 feet along said lines to said ten (10) foot offset line of the Jordan River & Salt Lake Surplus Canal Levee; thence northwesterly along said ten (10) foot offset line the following two (2) courses: 1) N. 35°11'00" W. 71.08 feet; 2) N. 39°25'40" W. 31.43 feet to the **Point of Beginning**.

The above-described parcel of land contains 565 square feet in area or 0.013 acres, more or less.

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

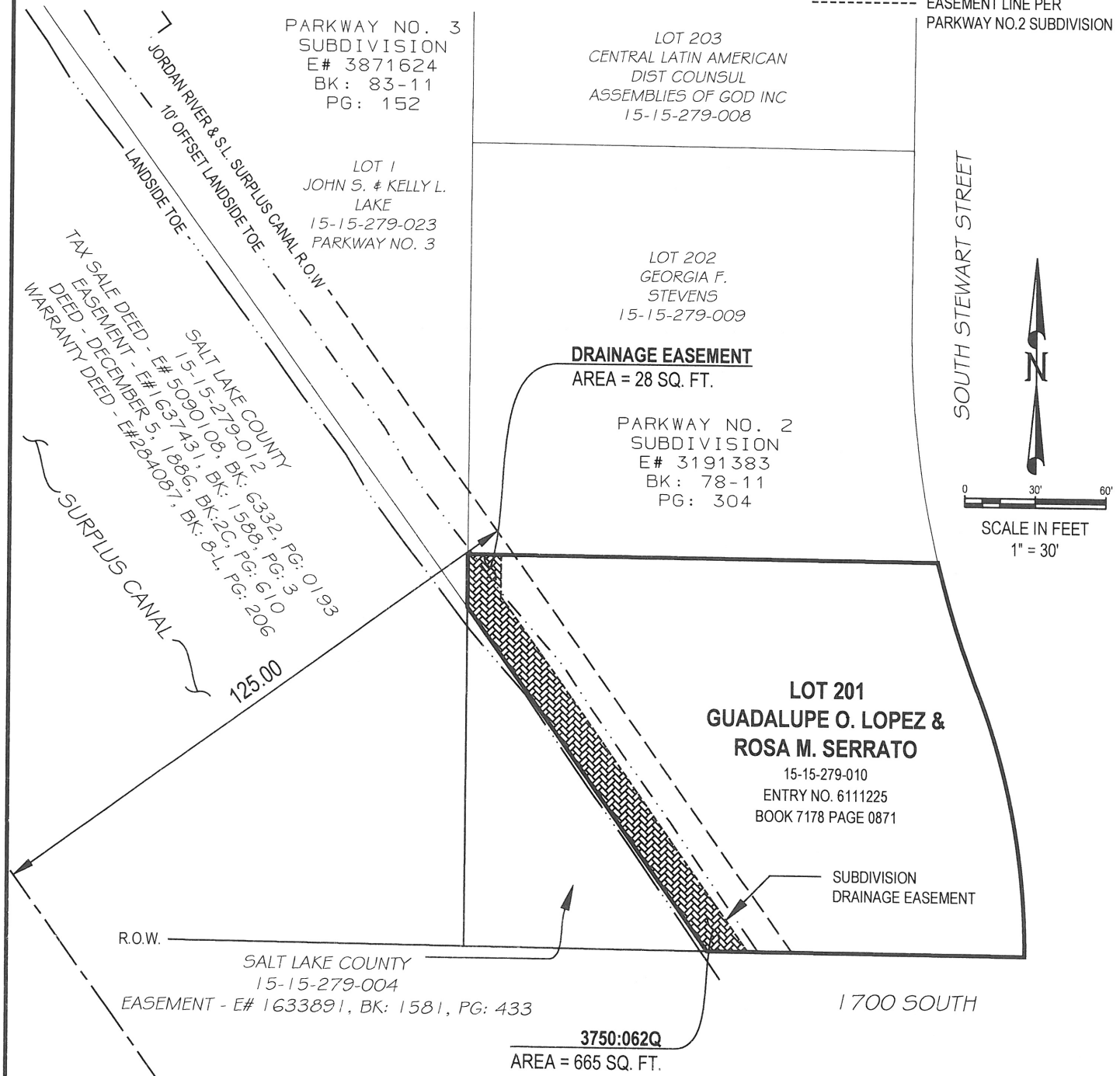
BASIS OF BEARING: S. 89°49'38" E. along the Quarter Section line between the Center Section and the East Quarter Corner of said Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

LEGEND

NOTE:

APPROXIMATE EASEMENT AREA OF 693 S.F. SHOWN
ON THIS EXHIBIT IS BASED ON A BEST FIT
REPRODUCTION FROM THE PARKWAY NO. 2
SUBDIVISION AND DOES NOT REPRESENT AN
ACTUAL SURVEYED AREA

- _____ LOT LINE
 - - - - - EXISTING CANAL R-O-W
 _____ - - - - - CENTERLINE OF SURPLUS CANAL
 _____ ADJACENT PARCEL
 _____ SUBDIVISION DRAINAGE
 - - - - - EASEMENT LINE PER
 _____ PARKWAY NO.2 SUBDIVISION



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GUADALUPE O. LOPEZ & ROSA M. SARRATO
JORDAN RIVER SURPLUS CANAL

REAL ESTATE COMPARISON
LOT 201 PARKWAY NO. 2 SUBDIVISION
1690 SOUTH STEWART STREET, SALT LAKE CITY, UTAH

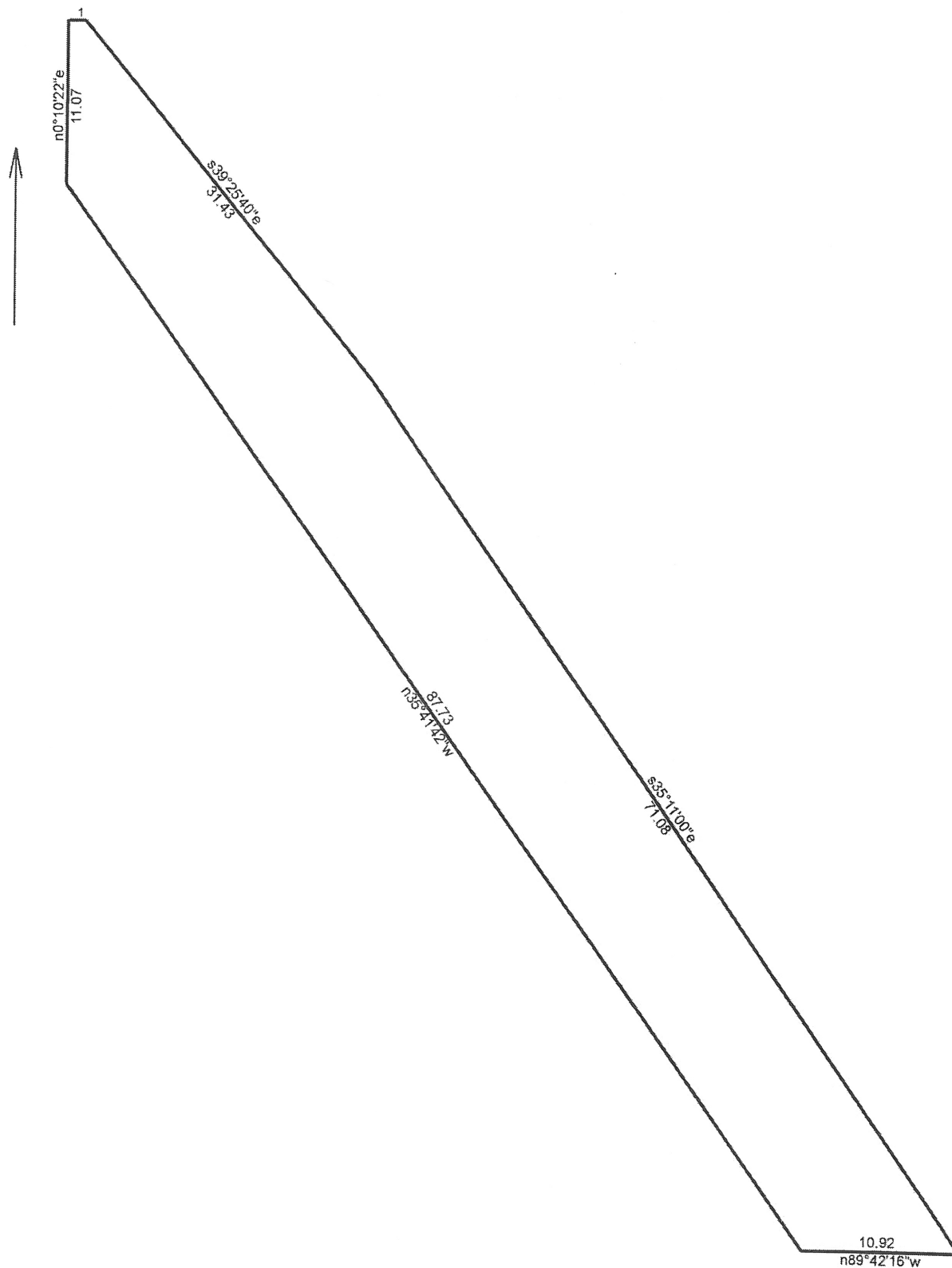
CRS PROJ. #17113C

PROJECT NUMBER
FP140001

PAGE 1 OF 1

APRIL 26, 2019

FINAL



Lot 15-15-279-010 RE# 3750:062C

3/04/2019

Scale: 1 inch = 10 feet

File: 2019-03-04 17113C LOT 279-010 NDP RE 3750 062C.ndp

Tract 1: 0.0198 Acres (863 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/48846), Perimeter=213 ft.

01 s89.4144e 1.16
 02 s39.2540e 31.43
 03 s35.1100e 71.08
 04 n89.4216w 10.92
 05 n35.4142w 87.73
 06 n0.1022e 11.07

6111225

WHEN RECORDED RETURN TO
G LOPEZ
1690 S STEWART
SALT LAKE CITY, UTAH 84104

6111225
06/29/95 4:09 PM 12.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
BACKMAN-STEWART TITLE SERVICES
REC BY: B GRAY ,DEPUTY - WI

PST 95054769

WARRANTY DEED

PATRICIA B GALLEGOS Grantor of SALT LAKE, County of SALT LAKE, State of Utah, Hereby convey and warrant to GUADALUPE O LOPEZ AND ROSA M SERRATO, HUSBAND AND WIFE, AS JOINT TENANTS Grantee of SALT LAKE for the sum of Ten Dollars or other good and valuable considerations the following tract of land in SALT LAKE County, State of Utah:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF BY REFERENCE.

SUBJECT TO: County and/or City Taxes not delinquent; Bonds and/or Special Assessments not delinquent and Covenants, Conditions, Restrictions, Rights-of-Way, Easements, and Reservations now of Record

Dated JUNE 28, 1995

Patricia B. Gallegos
PATRICIA B GALLEGOS

State of Utah

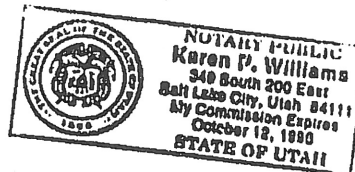
County of SALT LAKE

On the 29 day of JUNE, 1995, Personally appeared before me PATRICIA B GALLEGOS the signer of the within instrument, who duly acknowledged to me that he executed the same.

Karen P. Williams
NOTARY PUBLIC

My Commission Expires: 10/12/96

Residing in: SALT LAKE CITY, UTAH



BK7178PG0871

EXHIBIT "A"

Lot 201, PARKWAY NO. 2, according to the official plat thereof, as recorded in Book 78-11 of Plats at Page 304 in the office of the Salt Lake County Recorder.

For Information Purposes: 15-15-279-010

PS

BK 7178 PG 0872

WHEN RECORDED RETURN TO:
Guadalupe O. Lopez & Rosa M. Serrato
1690 S Stewart Street
Salt Lake City, UT 84104

APPROVED AS TO FORM
District Attorney's Office

Space above for County Recorder's use

By: R. Christopher Preston
Attorney

Real Estate Parcel No.: 3750:062Q
Tax Serial No. 15-15-279-010
County Project No.: FP 140001

R. CHRISTOPHER PRESTON

QUIT CLAIM DEED
Salt Lake County

Date: 6/5/2019

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby Quit Claim(s) to Guadalupe O. Lopez and Rosa M. Serrato, husband and wife, as joint tenants, GRANTEE(s), 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 WHERE OF, GRANTOR has caused this Quit-Claim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer(s) 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: _____

Acknowledgements Continued on Following Page

Acknowledgements 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: _____

EXHIBIT "B"

LEGEND

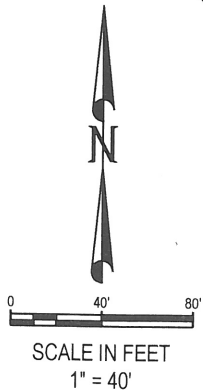
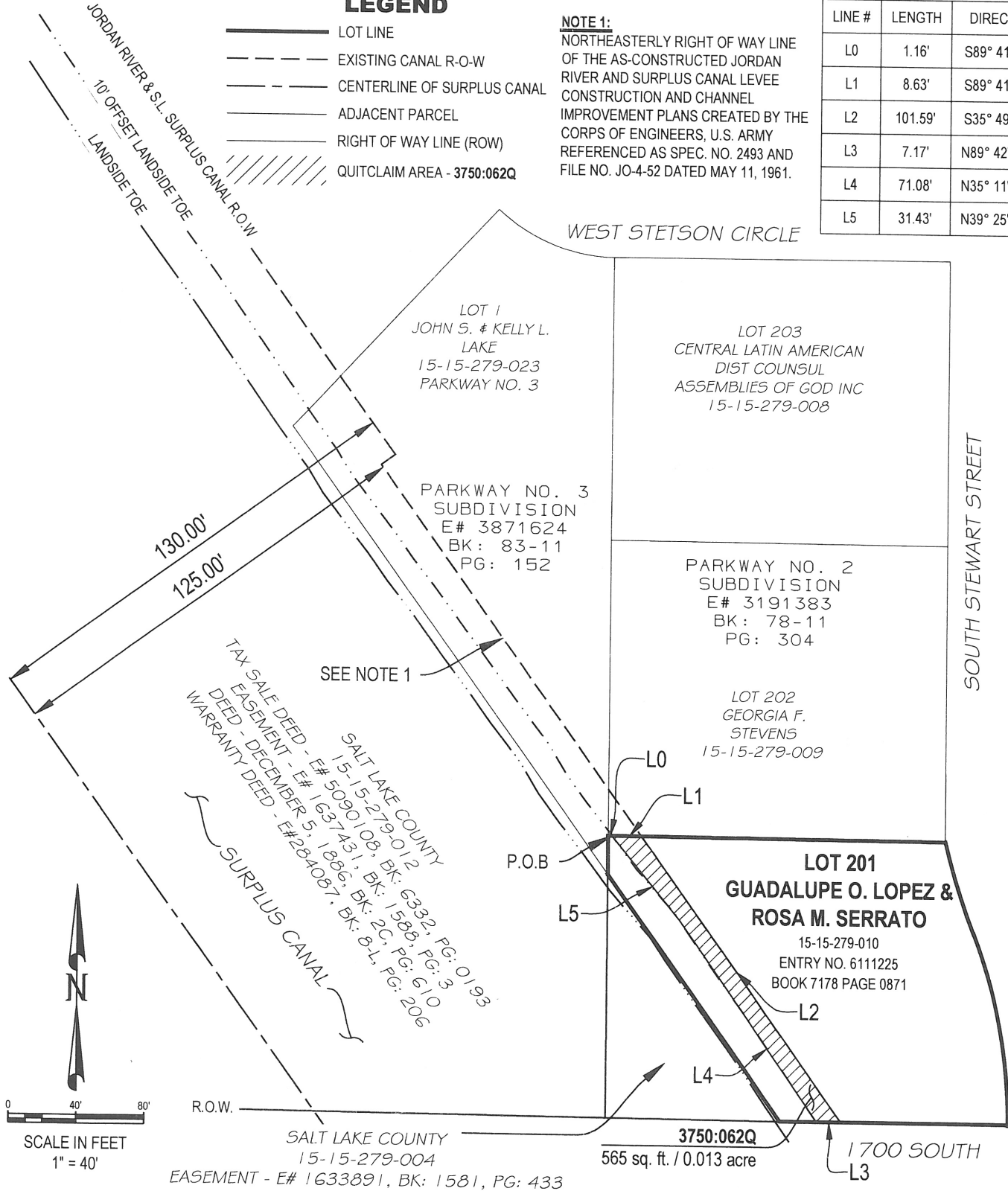
- LOT LINE
- EXISTING CANAL R.O.W
- CENTERLINE OF SURPLUS CANAL
- ADJACENT PARCEL
- RIGHT OF WAY LINE (ROW)
- QUITCLAIM AREA - 3750:062Q

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.

LINE TABLE

LINE #	LENGTH	DIRECTION
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L1	8.63'	S89° 41' 44"E
L2	101.59'	S35° 49' 41"E
L3	7.17'	N89° 42' 16"W
L4	71.08'	N35° 11' 00"W
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GUADALUPE O. LOPEZ & ROSA M. SARRATO
JORDAN RIVER SURPLUS CANAL

QUIT CLAIM - 3750:062Q

LOT 201 PARKWAY NO. 2 SUBDIVISION
1690 SOUTH STEWART STREET, SALT LAKE CITY, UTAH

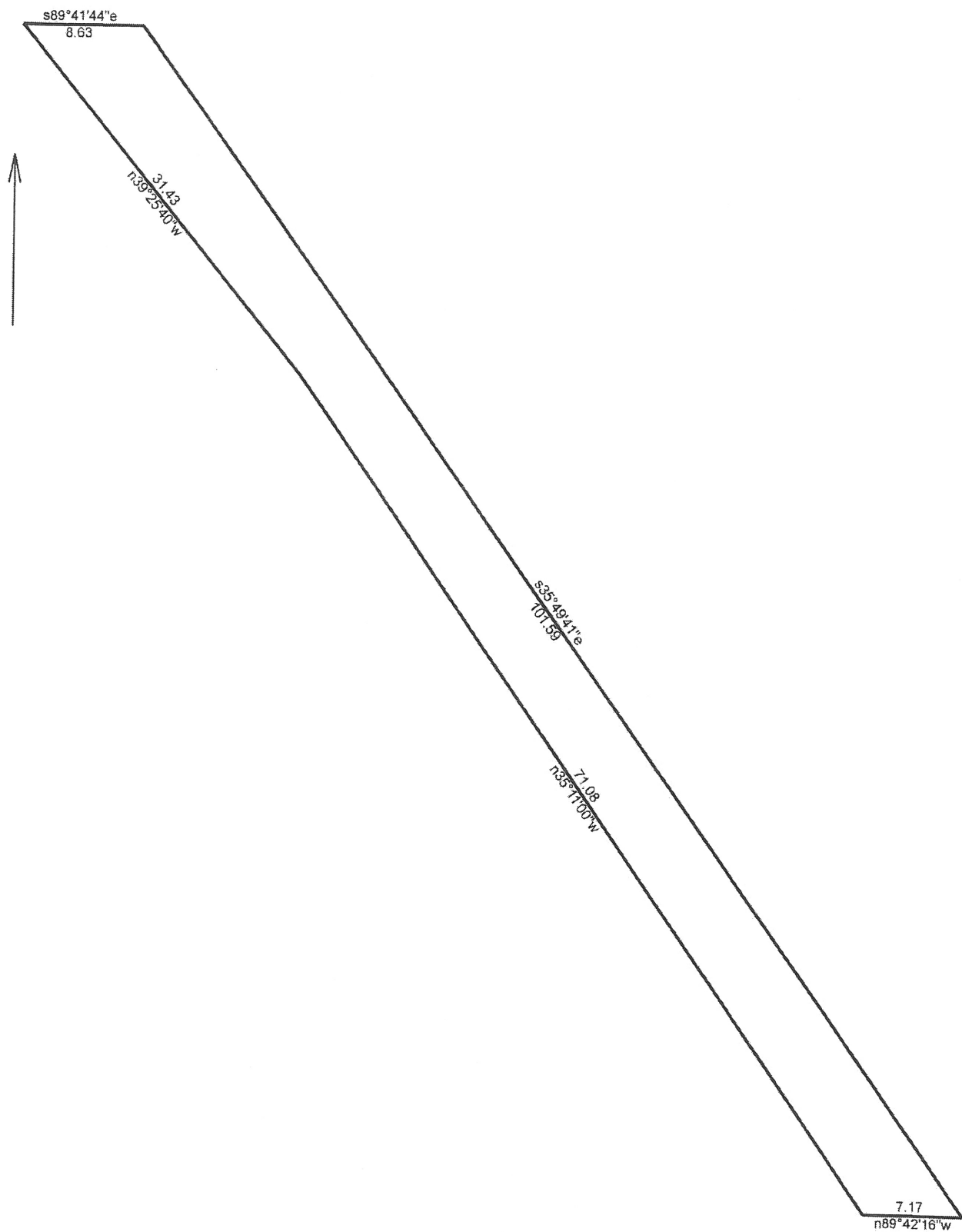
CRS PROJ #J7113C

FP140001

PAGE 4 OF 4

APRIL 26, 2019

FINAL



Lot 15-15-279-010 RE# 3750:062Q

3/04/2019

Scale: 1 inch= 10 feet

File: 2019-03-04 17113C LOT 279-010 NDP RE 3750 062Q.ndp

Tract 1: 0.0130 Acres (566 Sq. Feet), Closure: $n66.4640w$ 0.01 ft. (1/22707), Perimeter=220 ft.

01 $s89.4144e$ 8.63
02 $s35.4941e$ 101.59
03 $n89.4216w$ 7.17
04 $n35.1100w$ 71.08
05 $n39.2540w$ 31.43