

## RIGHT OF WAY CONTRACT

### *Partial Acquisition*

<b>Project No:</b>	FP140001	<b>Parcel No.(s):</b>	3750:66C & 3750:66Q
<b>Project Location</b>	Surplus Canal Deficiency Rehabilitation		
<b>County of Property</b>	Salt Lake County	<b>Tax ID / Sidwell No:</b>	15-15-279-021
<b>Property Address:</b>	1469 West Stetson Circle, Salt Lake City, Utah 84104		
<b>Grantor (s):</b>	Synhom and Vilay Sengthavychith		
<b>Grantor's Address:</b>	1469 West Stetson Circle, Salt Lake City, Utah 84104		
<b>Grantor's Home Phone</b>	801-652-0428	<b>Grantor's Work Phone</b>	

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 1469 West Stetson Circle, Salt Lake City, Utah 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 \$20,400.00. This contract is to be returned to: Salt Lake County Real Estate Office, 2001 South State Street S3-110, Salt Lake City, UT 84190**

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 **\$20,400.00**, 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.
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 \$133.00, 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.

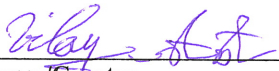
**Total Settlement \$20,400.00.**

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.

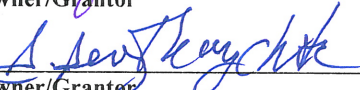
Owner's Initials VS X SS

IN WITNESS WHEREOF, the parties have executed this Contract as of this the 6 day of June, 2019

Owner/Grantor

X   
Owner/Grantor

6/6/19 50%  
Date Percent

X   
Owner/Grantor

6/6/19 50%  
Date Percent

Salt Lake County

  
Brandi Davenport, Realtor (Probe Realtors)

6/6/19  
Date

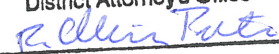
  
Salt Lake County Real Estate Manager

6/17/2019  
Date

\_\_\_\_\_  
Mayor or Designee

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
District Attorney's Office

By:   
Attorney

R. CHRISTOPHER PRESTON

Date: 6/18/2019

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

**QUITCLAIM DEED**  
**Individual(s)**

Real Estate Parcel No.: 3750:066C  
Tax Serial No. 15-15-279-021  
County Project No.: FP140001

**SYNHOM SENGTHAVYCHITH AND VILAY SENGTHAVYCHITH**, husband and wife with title in joint tenancy, 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 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 Quit-Claim Deed to be signed this 06 day of June, 20 19.

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

By: *A. Sengthavychith*  
SYNHOM SENGTHAVYCHITH  
By: *Vilay Sengthavychith*  
VILAY SENGTHAVYCHITH

On the date first above written personally appeared before me, Synhom Sengthavychith and Vilay Sengthavychith, the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed the same.

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

Notary Public *[Signature]*  
My Commission Expires: 5-18-23  
Residing in: Sandy UT



**(EXHIBIT A)**

A parcel of land being part of Lot 3 of the Parkway No. 3 Subdivision recorded November 21, 1983 as Entry No. 3871624 and described in that Warranty Deed recorded June 3, 1986 as Entry No. 4255169 in Book 5774 at Page 648 in the office of the Salt Lake County Recorder. Said Lot 3 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 westerly corner of said Lot 3, thence N. 54°18'16" E. (Record = N. 54° E.) 8.49 feet along the northwesterly line of said Lot 3 to 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. 36°30'45" E. 37.73 feet; 2) S. 34°19'06" E. 44.14 feet to the southeasterly line of said Lot 3; thence S. 54°18'16" W. (Record = S. 54° W.) 7.59 feet along said southeasterly line to the southerly corner of said Lot 3; thence N. 35°57'24" W. (Record = N. 36°15'40" W.) 81.85 feet along the southwesterly line of said Lot 3 to the **Point of Beginning**.

The above-described parcel of land contains 690 square feet in area or 0.016 acre 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.



WHEN RECORDED, MAIL TO:  
UNITED SAVINGS AND LOAN ASSOCIATION

376 EAST FOURTH SOUTH

SALT LAKE CITY, UTAH 84111

Space Above for Recorder's Use

## Warranty Deed

[Corporate Form]

4255169

OLSEN BROTHERS BUILDERS, a Utah corporation, a corporation  
organized and existing under the laws of the State of Utah, with its principal office at  
of County of , State of Utah,  
grantor, hereby conveys and warrants to SYNTHOM SENGTHAVYCHITH and  
VILAY SENGTHAVYCHITH husband and wife

with title in joint tenancy, not as tenants  
in common, with full rights of survivorship,

grantees  
of 1469 WEST STETSON CIRCLE, SALT LAKE CITY, SALT LAKE COUNTY, UTAH  
for the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS \*\*\* DOLLARS,  
the following described tract of land in SALT LAKE County,  
State of Utah:

Lot 3, PARKWAY NO. 3 SUBDIVISION, according to the plat thereof, as  
recorded in the office of the County Recorder of said County.

SECURITY TITLE CO.  
No. 240855

500  
PATRICIA R. BROWN  
Security Title

SECURITY TITLE

JUN 3 12 29 PM '86

KATIE L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was  
duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting  
duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its  
duly authorized officers this 30TH day of MAY A.D. 1986

Attest:

OLSEN BROTHERS BUILDERS, a Utah Company

By corporation

Secretary.

NORMAN W. OLSEN

President.

(Corporate Seal)

STATE OF UTAH,

ss.

County of SALT LAKE





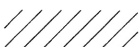
On the 30TH day of MAY A.D. 1986  
personally appeared before me NORMAN W. OLSEN  
who being by me duly sworn did say, each for himself, that he, the said NORMAN W. OLSEN  
is the president,  
of OLSEN BROTHERS BUILDERS, a Utah Company, and that the within and foregoing  
instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and  
said NORMAN W. OLSEN  
each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of  
said corporation.

Notary Public

My Commission expires 8-8-89 My residence is BOUNTIFUL, UTAH

# EXHIBIT "B"

## LEGEND

-  LOT LINE
-  EXISTING CANAL R-O-W
-  CENTERLINE OF SURPLUS CANAL
-  ADJACENT PARCEL
-  QUITCLAIM AREA - 3750:066C

## 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	8.49'	N54° 18' 16"E
L2	37.73'	S36° 30' 45"E
L3	44.14'	S34° 19' 06"E
L4	7.59'	S54° 18' 16"W
L5	81.85'	N35° 57' 24"W

SEE NOTE 1

LOT 4  
CHRISTOPHER  
J. WORTHEN  
15-15-279-020

PARKWAY NO. 3  
SUBDIVISION  
E# 3871624  
BK: 83-11  
PG: 152

LOT 3  
SYNHOM & VILAY  
SENGTHAVYCHITH

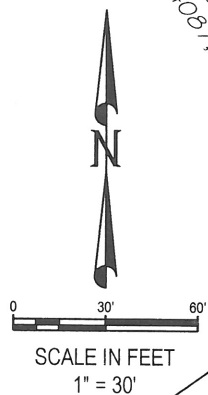
15-15-279-021  
ENTRY NO. 4255169  
BOOK 5774 PAGE 648

WEST STETSON CIRCLE

LOT 2  
FELIX & EVALINA  
VALLO  
15-15-279-022

3750:066C  
690 sq. ft. / 0.016 acre

JORDAN RIVER & S.L. SURPLUS CANAL R.O.W.  
10' OFFSET LANDSIDE TOE  
LANDSIDE TOE  
TAX SALE DEED - E# 5090108, BK: 6332, PG: 0193  
EASEMENT - E# 1637431, BK: 1583, PG: 3  
DEED - DECEMBER 5, 1886, BK: 20, PG: 610  
WARRANTY DEED - E# 284087, BK: 8-L, PG: 206



130.00

SURPLUS CANAL

L1  
P.O.B.

L2

L3

L5

L4



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Answers to Infrastructure®

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

SYNHOM & VILAY SENGTHAVYCHITH  
JORDAN RIVER SURPLUS CANAL

QUIT CLAIM - 3750:066C

LOT 3 PARKWAY NO. 3 SUBDIVISION

1469 W. STETSON CIRCLE, SALT LAKE CITY, UTAH

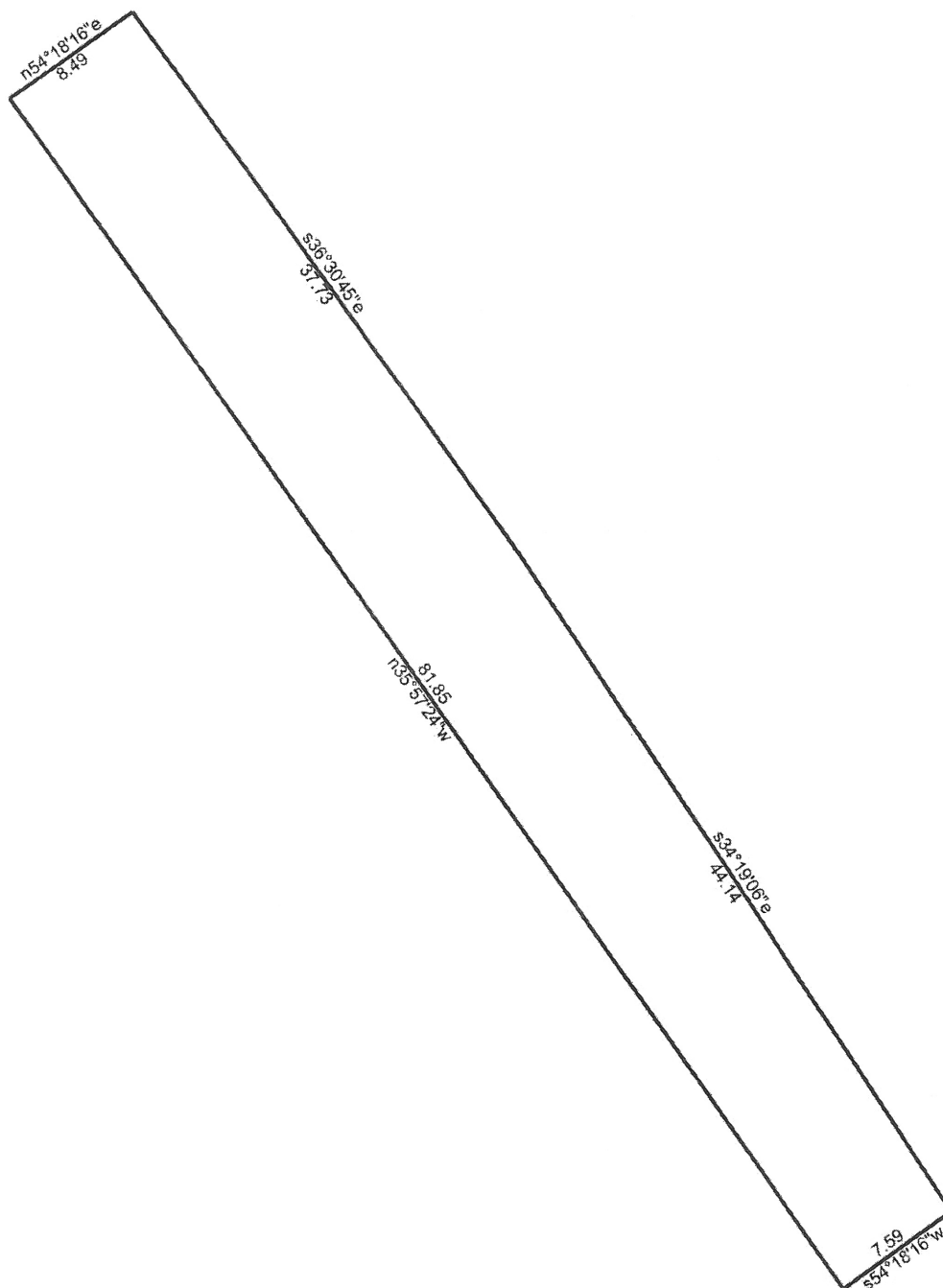
CRS PROJ #17113C

PROJECT NUMBER  
FP140001

PAGE 3 OF 3

APRIL 26, 2019

FINAL



Lot 15-15-279-021 RE# 3750:066C

3/04/2019

Scale: 1 inch= 10 feet

File: 2019-03-04 17113C LOT 279-021 RE 3750 066C.ndp

Tract 1: 0.0158 Acres (690 Sq. Feet), Closure: n79.1201w 0.01 ft. (1/30581), Perimeter=180 ft.






01 n54.1816e 8.49  
02 s36.3045e 37.73  
03 s34.1906e 44.14  
04 s54.1816w 7.59  
05 n35.5724w 81.85

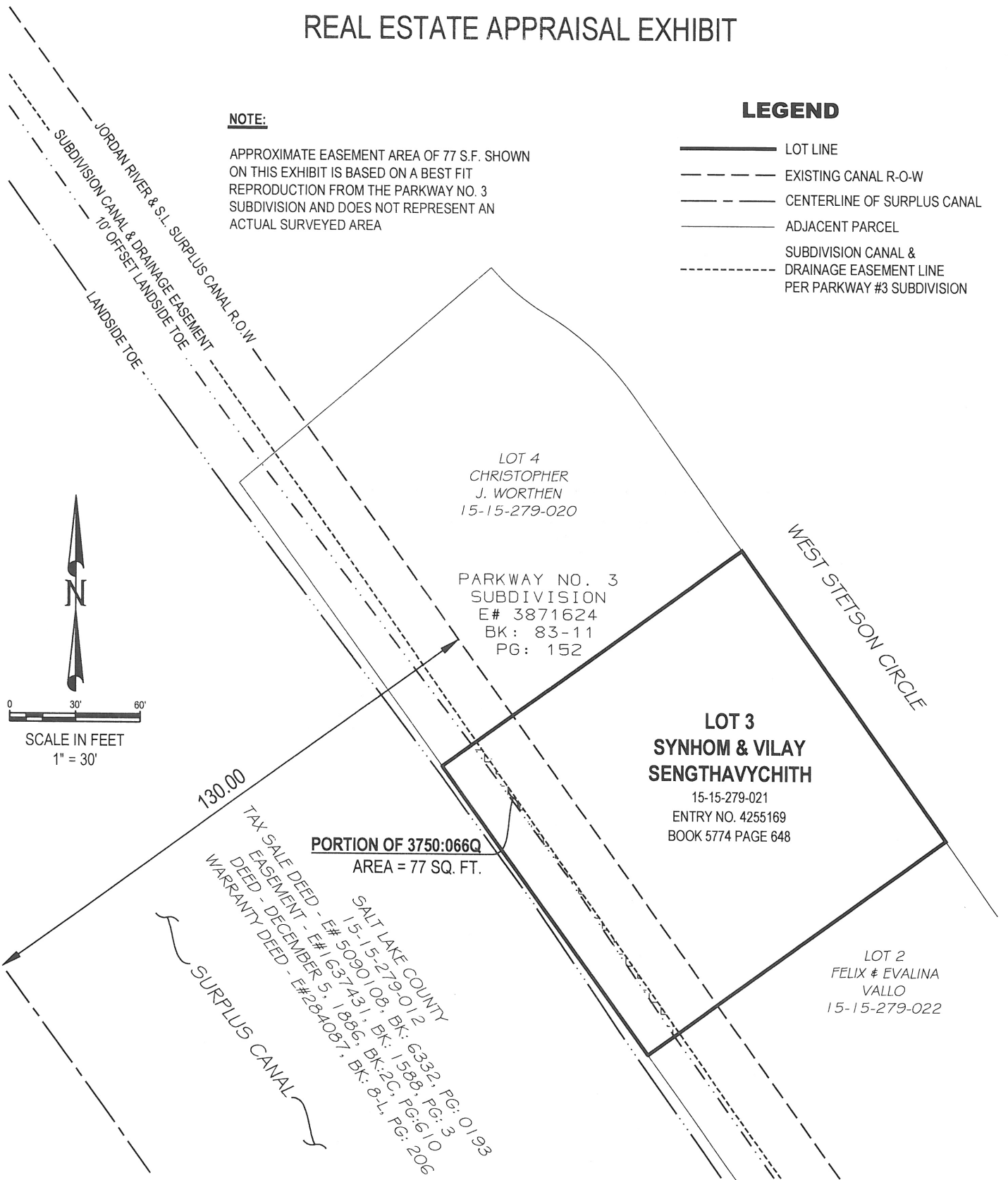
# REAL ESTATE APPRAISAL EXHIBIT

## NOTE:

APPROXIMATE EASEMENT AREA OF 77 S.F. SHOWN  
ON THIS EXHIBIT IS BASED ON A BEST FIT  
REPRODUCTION FROM THE PARKWAY NO. 3  
SUBDIVISION AND DOES NOT REPRESENT AN  
ACTUAL SURVEYED AREA

## LEGEND

-  LOT LINE
-  EXISTING CANAL R-O-W
-  CENTERLINE OF SURPLUS CANAL
-  ADJACENT PARCEL
-  SUBDIVISION CANAL &  
DRAINAGE EASEMENT LINE  
PER PARKWAY #3 SUBDIVISION



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Answers to Infrastructure®

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SYNHOM & VILAY SENGTHAVYCHITH  
JORDAN RIVER SURPLUS CANAL

REAL ESTATE COMPARISON  
LOT 3 PARKWAY NO. 3 SUBDIVISION  
1469 W. STETSON CIRCLE, SALT LAKE CITY, UTAH

CRS PROJ. #17113C

FINAL

PROJECT NUMBER  
FP140001

PAGE 1 OF 1

APRIL 26, 2019

WHEN RECORDED RETURN TO:  
Synhom & Vilay Sengthavychith  
1469 W. Stetson Circle  
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: 6/19/2019

**QUITCLAIM DEED**  
**Salt Lake County**

Real Estate Parcel No.: **3750:066Q**  
Tax Serial No. **15-15-279-021**  
County Project No.: **FP140001**

**SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, GRANTOR, hereby Quit Claim(s) to Synhom Sengthavychith and Vilay Sengthavychith, 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 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: \_\_\_\_\_

*Acknowledgement Continued on Following Page*

*Acknowledgement 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 A)**

A parcel of land being part of an entire tract of 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 3, Parkway No. 3 Subdivision, recorded November 21, 1983 as Entry No. 3871624 in Book 83-11 of Plats, at Page 152 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 northwesterly line of said Lot 3 and the northeasterly 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 8.48 feet N. 54°18'16"E. (Record = N. 54° E.) along said northwesterly line from the westerly corner of said Lot 3; thence N. 54°18'16" E. (Record = N. 54° E.) 11.68 feet along said northwesterly line to the northeasterly line of said entire tract and right-of-way line of said As-Constructed Jordan River and Surplus Canal Levee Construction and Channel Improvement plans; thence S. 35°49'41" E. 81.85 feet along said northeasterly lines to the southeasterly line of said Lot 3; thence S. 54°18'16" W. (Record = S. 54° W.) 12.40 feet along said southeasterly line to said ten (10) foot offset line of the landside toe 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. 34°19'06" W. 44.14 feet; 2) N. 36°30'45" W. 37.73 feet to the **Point of Beginning**.





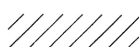
The above described parcel of land contains 953 square feet in area or 0.022 acres, more or less.

**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.

# EXHIBIT "B"

## LEGEND

-  LOT LINE
-  EXISTING CANAL R-O-W
-  CENTERLINE OF SURPLUS CANAL
-  ADJACENT PARCEL
-  QUITCLAIM AREA - 3750:066Q

## NOTE 1:

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## LINE TABLE

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L1	11.68'	N54° 18' 16"E
L2	81.85'	S35° 49' 41"E
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L4	44.14'	N34° 19' 06"W
L5	37.73'	N36° 30' 45"W

SEE NOTE 1

LOT 4  
CHRISTOPHER  
J. WORTHEN  
15-15-279-020

PARKWAY NO. 3  
SUBDIVISION  
E# 3871624  
BK: 83-11  
PG: 152

LOT 3  
SYNHOM & VILAY  
SENGTHAVYCHITH

15-15-279-021  
ENTRY NO. 4255169  
BOOK 5774 PAGE 648

WEST STETSON CIRCLE

LOT 2  
FELIX & EVALINA  
VALLO  
15-15-279-022

3750:066Q  
953 sq. ft. / 0.022 acre

JORDAN RIVER & S.L. SURPLUS CANAL R.O.W.  
10' OFFSET LANDSIDE TOE  
LANDSIDE TOE  
TAX SALE DEED - E# 5090108, BK: 6332, PG: 0193  
EASEMENT - E# 1637431, BK: 1588, PG: 3  
DEED - DECEMBER 5, 1886, BK: 2C, PG: 610  
WARRANTY DEED - E#284087, BK: 8-L, PG: 206



SCALE IN FEET  
1" = 30'

130.00

SURPLUS CANAL



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SYNHOM & VILAY SENGTHAVYCHITH  
JORDAN RIVER SURPLUS CANAL

QUIT CLAIM - 3750:066Q

LOT 3 PARKWAY NO. 3 SUBDIVISION

1469 W. STETSON CIRCLE, SALT LAKE CITY, UTAH

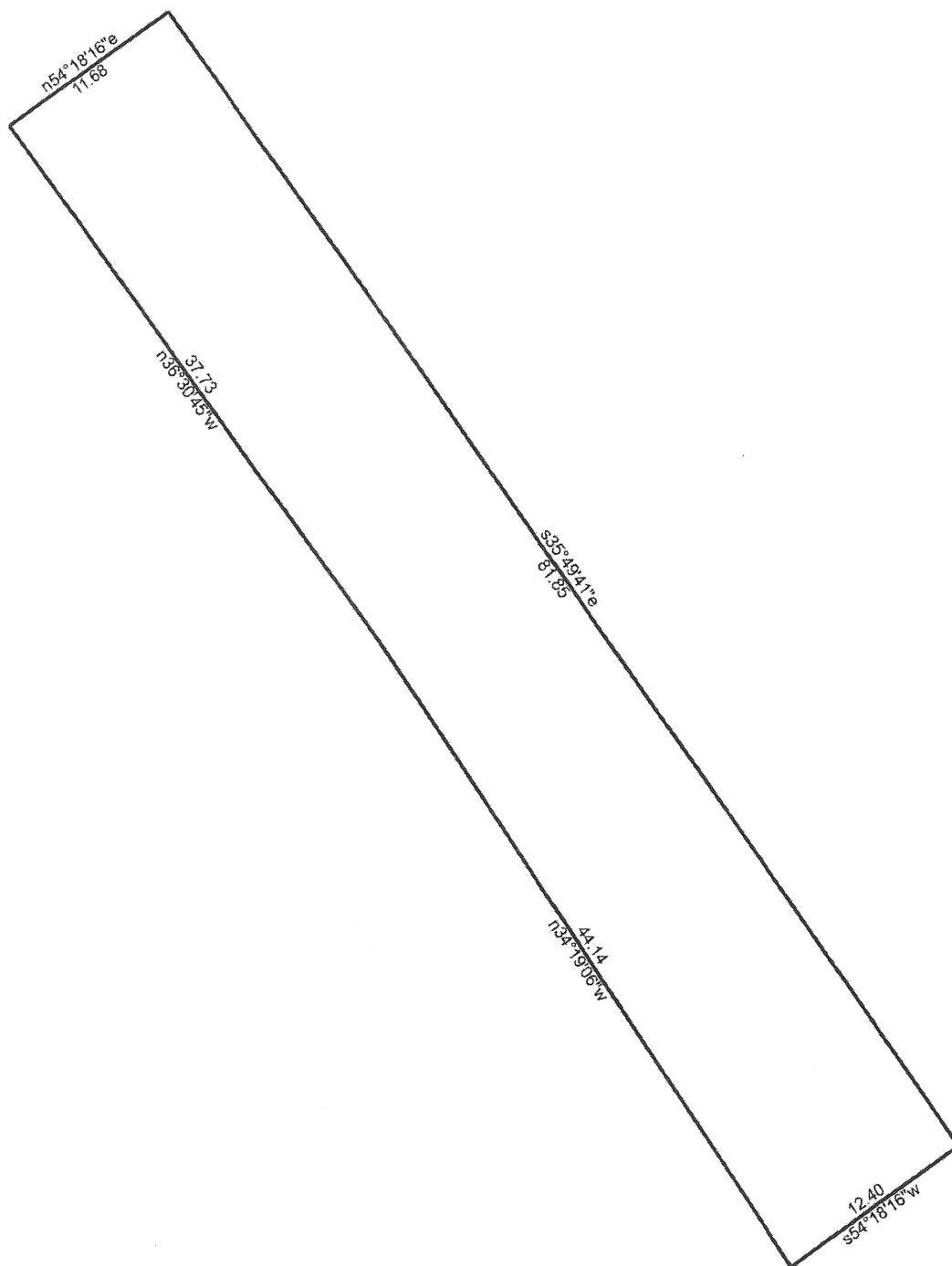
CRS PROJ. #17113C

PROJECT NUMBER  
FP140001

PAGE 4 OF 4

APRIL 26, 2019

FINAL



Lot 15-15-279-021 RE# 3750:066Q

3/04/2019

Scale: 1 inch= 10 feet

File: 2019-03-04 17113C LOT 279-021 RE 3750 066Q.ndp

Tract 1: 0.0219 Acres (954 Sq. Feet), Closure: n79 2108e 0.01 ft. (1/21885), Perimeter=188 ft.

01 n54.1816e 11.68  
02 s35.4941e 81.85  
03 s54.1816w 12.40  
04 n34.1906w 44.14  
05 n36.3045w 37.73