

## RIGHT OF WAY CONTRACT

### *Partial Acquisition*

<b>Project No:</b>	FP140001	<b>Parcel No.(s):</b>	3750.087C
<b>Project Location</b>	Surplus Levee Deficiency Rehabilitation Project		
<b>County of Property</b>	Salt Lake County	<b>Tax ID / Sidwell No:</b>	15-15-254-001
<b>Property Address:</b>	1555 W. Van Buren Circle, Salt Lake City, Utah 84104		
<b>Owner / Grantor (s):</b>	Lolohea Martinez		
<b>Owner's Address:</b>	1555 W. Van Buren Circle, Salt Lake City, Utah 84104		
<b>Owner's Home Phone</b>	801-661-4332		

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 1555 W. Van Buren 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 \$19,000.00. This contract is to be returned to Salt Lake County Real Estate Office, 2001 South State Street S3-110, Salt Lake City, UT 84190.**

1. 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.
2. 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.
3. Grantor agrees to transfer the Property free of all debris and hazardous materials (including paint or other household products).
4. All fixtures and improvements are to remain with the Property, including landscaping, retaining walls, fences, etc.
5. Closing shall occur on or before March 15, 2020 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.
6. 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.
7. Grantor bears all risk of loss or damage to the Property until Closing.
8. Grantor understands that at Closing, at its discretion, County may pay the full amount of \$19,000 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.
9. 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.

10. 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.
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.

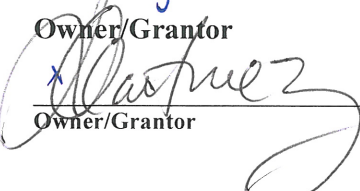
**Total Settlement**    \$19,000.00

**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** x 


IN WITNESS WHEREOF, the parties have executed this Contract as of this the 16 day of January, 2020.

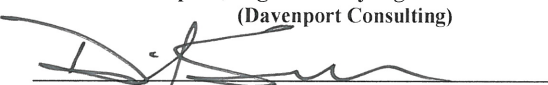
**Owner/Grantor**

x   
Owner/Grantor

x 1/16/20    100%  
Date                      Percent

**Salt Lake County**

  
Brandi Davenport, Right of Way Agent  
(Davenport Consulting)

  
Salt Lake County Real Estate Manager

1-16-2020  
Date

1-22-2020  
Date

**Mayor or Designee**

**Date**

APPROVED AS TO FORM  
District Attorney's Office

By:   
Attorney

R. CHRISTOPHER PRESTON

Date: 2/6/2020

**(EXHIBIT A)**

A parcel of land being part of Lot 8 of South Glendale Subdivision recorded May 31, 1973 as Entry No. 2543673 in Book 73-5 of Plats, at Page 10 and described in that Warranty Deed recorded February 10, 2006 as Entry No. 9635172 in Book 9254 at Page 3435 in the office of the Salt Lake County Recorder. Said parcel of land is located in the Northeast Quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

**Beginning** at a northwesterly corner of said Lot 8, thence along a northerly, northeasterly and northerly line of said Lot 8 the following three (3) courses: 1) S. 89°49'59" E. (Record = N. 89°55'56" E.) 10.43 feet; 2) S. 35°39'41" E. (Record = S. 35°53'46" E.) 13.99 feet; 3) S. 89°49'59" E. (Record = N. 89°55'56" E.) 7.13 feet to the ten (10.00) foot offset line of the landside toe, as located by field survey, of the Jordan River & Salt Lake Surplus Canal Levee as 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; thence southeasterly along said ten (10) foot offset line the following two (2) courses: 1) S. 35°49'35" E. 101.56 feet; 2) S. 35°10'38" E. 2.84 feet to the southerly line of said Lot 8; thence N. 80°20'21" W. (Record = N. 80°34'26" W.) 20.64 feet along said southerly line to the southwesterly corner of said Lot 8; thence N. 35°39'41" W. (Record = N 35°53'46" W) 113.99 feet along the southwesterly line of said Lot 8 to the **Point of Beginning**.

The above-described parcel of land contains 1587 square feet in area or 0.036 acre more or less.

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

**BASIS OF BEARING:** S. 89°49'59" E. along the Section line between the North Quarter and the Northeast Quarter of said Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

# EXHIBIT "B"

JOSE VAZQUEZ  
15-15-203-001

## LEGEND

- LOT LINE
- TRACT BOUNDARY
- CENTERLINE OF SURPLUS CANAL
- ADJACENT PARCEL
- ////// QUITCLAIM AREA - 3750:087C



0' 15 30  
Scale in Feet  
1"=30'

LOT 8  
LOLOHEA MARTINEZ  
15-15-254-001

SOUTH GLENDALE  
SUBDIVISION  
E# 2543673,  
BK: 73-5,  
PG: 10

LOT 9  
FIKIKISI HAFOKA & ANE HAFOKA  
15-15-253-002

VAN  
BUREN CIR.

SALT LAKE COUNTY  
EASEMENT - E# 1631372,  
15-15-253-012  
BK: 1577, PG: 196  
SPECIAL WARRANTY DEED - E# 12440547,  
BK: 1051A, PG: 2296

### 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. See Record of Survey Plat S2018-08-0579

### NOTE 3:

Center line of Surplus Canal as delineated in that Record of Survey plat filed as S2018-08-0579 in the Office of the Salt Lake County Surveyor.

### NOTE 2:

Caldwell Richards & Sorenson Engineers (CRS) established the landside toe location using field survey methods in June 2019.

## LINE TABLE

LINE #	LENGTH	BEARING
L1	10.43	S89° 49' 59"E
L2	13.99	S35° 39' 41"E
L3	7.13	S89° 49' 59"E
L4	2.84	S35° 10' 38"E
L5	20.64	N80° 20' 21"W

Page 3 of 3  
July 1, 2019



LOLOHEA MARTINEZ  
JORDAN RIVER & SURPLUS CANAL  
Quitclaim Deed - 3750:087C

Prepared for:  
S.L. Co. Flood Control Engineering

NE 1/4, Sec. 15, T.1S, R.1W, S.L.B.&M.  
Work Order No. SU20160226 Real Estate No. 3750:087

Prepared by the Office of:

Reid J. Demman, P.L.S.  
Salt Lake County Surveyor

2001 S. State St. #N1-400  
Salt Lake City, Utah 84114-4575  
(385) 468-8240



WHEN RECORDED RETURN TO:  
Lolohea Martinez  
1555 W. Van Buren 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: 2/6/2020

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

Parcel No.: 3750:087Q  
Tax Serial No. 15-15-254-001  
County Project No.: FP140001  
Surveyor WO: SU20160226

**SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to Lolohea Martinez, a married woman, 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 Quitclaim 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*

Parcel No.: 3750:087Q  
Tax Serial No. 15-15-254-001  
County Project No.: FP140001  
Surveyor WO: SU20160226

*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 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 8, South Glendale Subdivision recorded May 31, 1973 as Entry No. 2543673 in Book 73-5 of Plats, at Page 10 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 a northerly line of said Lot 8 with the 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 10.43 feet S. 89°49'59" E. (Record = N. 89°55'56" E.) and 13.99 feet S. 35°39'41" E. (Record = S. 35°53'46" E.) and 7.13 feet S. 89°49'59" E. (Record = N. 89°55'56" E.) along said northerly, northeasterly, and northerly line from the northwesterly corner of said Lot 8; thence S. 89°49'59" E. (Record = N. 89°55'56" E.) 6.08 feet along said northerly line to a southeasterly interior corner of said Lot 8; thence N. 00°10'01" E. 9.47 feet along a westerly line of said Lot 8 to the northeasterly line of said entire tract and the northeasterly right-of-way line of said As-Constructed Jordan River and Surplus Canal Levee Construction and Channel Improvement plans; thence S. 35°49'38" E. 119.18 feet along said northeasterly lines to the southerly line of said Lot 8; thence N. 80°20'21" W. (Record = N. 80°34'26" W.) 15.00 feet along said southerly 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. 35°10'38" W. 2.84 feet; 2) N. 35°49'35" W. 101.56 feet along said ten (10) foot offset line to the **Point of Beginning**.

The above-described parcel of land contains 1143 square feet in area or 0.026 acre, more or less.

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

**BASIS OF BEARING:** S. 89°49'59" E. along the Section line between the North Quarter and the Northeast Quarter of said Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

# EXHIBIT "B"

## LEGEND

- LOT LINE
- TRACT BOUNDARY
- - - - CENTERLINE OF SURPLUS CANAL
- ADJACENT PARCEL
- ////// QUITCLAIM AREA - 3750:087Q

JOSE VAZQUEZ  
15-15-203-001

LOT 7  
LANDA BERNARDO  
15-15-254-003

LOT 8  
LOLOHEA MARTINEZ  
15-15-254-001

SOUTH GLENDALE  
SUBDIVISION  
E# 2543673,  
BK: 73-5,  
PG: 10

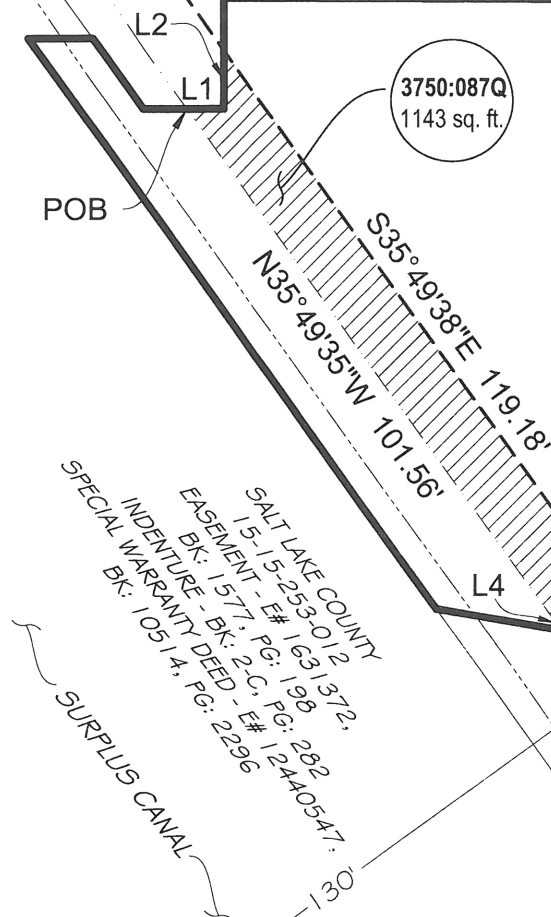
LOT 9  
FILIKISI HAFOKA & ANE HAFOKA  
15-15-253-002



0' 15 30

Scale in Feet  
1"=30'

VAN  
BUREN CIR.



### 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. See Record of Survey Plat S2018-08-0579

### NOTE 3:

Center line of Surplus Canal as delineated in that Record of Survey plat filed as S2018-08-0579 in the Office of the Salt Lake County Surveyor.

### NOTE 2:

Caldwell Richards & Sorenson Engineers (CRS) established the landside toe location using field survey methods in June 2019.

## LINE TABLE

LINE #	LENGTH	BEARING
L1	6.08	S89° 49' 59"E
L2	9.47	N00° 10' 01"E
L3	15.00	N80° 20' 21"W
L4	2.84	S35° 10' 38"E

Page 3 of 8  
July 1, 2019.



**SALT LAKE COUNTY**  
**JORDAN RIVER & SURPLUS CANAL**  
Quitclaim Deed - 3750:087Q

Prepared for:  
**S.L. Co. Flood Control Engineering**  
NE 1/4, Sec. 15, T.1S, R.1W, S.L.B.&M.  
Work Order No. SU20160226 Real Estate No. 3750:087

Prepared by the Office of:

Reid J. Demman, P.L.S.  
Salt Lake County Surveyor

2001 S. State St. #N1-400  
Salt Lake City, Utah 84114-4575  
(385) 468-8240