

## RIGHT OF WAY CONTRACT

### *Partial Acquisition*

<b>Project No:</b>	FP140001	<b>Parcel No.(s):</b>	3750:102 & 3750:105
<b>Project Location</b>	Surplus Levee Deficiency Rehabilitation Project		
<b>County of Property</b>	Salt Lake County	<b>Tax ID / Sidwell No:</b>	15-15-201-031, 15-15-201-030
<b>Property Address:</b>	1430 Utah Street, Salt Lake City, Utah 84104		
<b>Owner / Grantor (s):</b>	River Glen Subdivision Homeowners' Association		
<b>Owner's Address:</b>	P.O. Box 5555, Draper, UT 84020		
<b>Owner's Home Phone</b>	801-256-0465 Ext 6640	<b>Contact:</b> Dan Laing	<b>Email:</b> danl@hoaliving.com

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 1430 Utah Street, 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 \$17,000.00. 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 6-27-2026, 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 \$17,000 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. In addition, County shall, at Closing, convey to Grantor, and Grantor shall accept, a Quitclaim Deed (the "County Deed") to release any interest the County may have in the parcel of land retained by Grantor. The value of the County Deed is \$14, which amount has been accounted for in the Total Settlement.
12. 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.
13. 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**    \$17,000.00

**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** DF-L

IN WITNESS WHEREOF, the parties have executed this Contract as of this the 27 day of April, 2020.

**Owner/Grantor**

Gavin Jozar  
Owner/Grantor

4-27-2020

Date

Percent

Owner/Grantor

Date

Percent

**Salt Lake County**

Brandi Davenport  
Brandi Davenport, Right of Way Agent  
(Davenport Consulting)

4-27-2020  
Date

[Signature]  
Salt Lake County Real Estate Manager

4-28-2020  
Date

Mayor or Designee

Date

APPROVED AS TO FORM  
District Attorney's Office

By: R. Christopher Preston  
Attorney

R. CHRISTOPHER PRESTON

Date: 5/1/2020