

## RIGHT OF WAY CONTRACT

### *Partial Acquisition*

<b>Project No:</b>	FP140001	<b>Parcel No.(s):</b>	3750:098C, 3750:098Q
<b>Project Location</b>	Surplus Levee District Rehabilitation Project		
<b>County of Property</b>	Salt Lake County	<b>Tax ID / Sidwell No:</b>	15-15-201-038
<b>Property Address:</b>	1406 South Utah Street, Salt Lake City, UT, 84104		
<b>Owner / Grantor (s):</b>	Sergio Garcia Gomez, Oscar Garcia Hernandez, & Sergio Garcia Hernandez		
<b>Owner's Address:</b>	1406 South Utah Street, Salt Lake City, UT, 84104		
<b>Contact Phone:</b>	801-440-6182	<b>Contact:</b>	Maria (daughter)

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 1406 South Utah Street, 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 \$2,950.00. This contract is to be returned to Salt Lake County Real Estate Office, 2001 South State Street S3-110, Salt Lake City, UT 84190.

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 7/6/2020 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 \$2,950.00 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.
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 \$1,796.40, 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** \$2,950.00

**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** S.G. ALL  
D.C. F.G.

IN WITNESS WHEREOF, the parties have executed this Contract as of this the 20 day of April, 2020.

**Owner/Grantor**

**Owner/Grantor**

4-20-20  
Date

Percent

**Owner/Grantor**

4-20-20  
Date

Percent

**Owner/Grantor**

4-20-20  
Date

Percent

**Salt Lake County**

**Acquisition Agent**

5-6-2020  
Date

**Salt Lake County Real Estate Manager**

5-26-20  
Date

**Mayor or Designee**

Date

APPROVED AS TO FORM  
District Attorney's Office

By: R. Christopher Preston  
Attorney

R. CHRISTOPHER PRESTON

Date: 5/20/2020

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.: 3750:098C  
Tax Serial No. 15-15-201-038  
County Project No.: FP140001  
Surveyor WO: SU20160226

**SERGIO GARCIA GOMEZ, a married man, AND OSCAR GARCIA HERNANDEZ, an unmarried man, AND SERGIO GARCIA HERNANDEZ a married man**, all as joint tenants, GRANTOR(s), hereby Quitclaim(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 Quitclaim Deed to be signed this 20th day of April, 20 20.

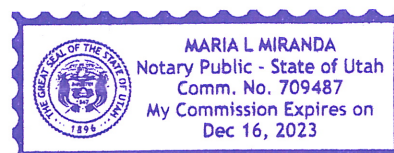
STATE OF UTAH                    )  
  )ss.  
COUNTY OF SALT LAKE        )

By: [Signature]  
SERGIO GARCIA GOMEZ  
By: [Signature]  
OSCAR GARCIA HERNANDEZ  
By: [Signature]  
SERGIO GARCIA HERNANDEZ

On the date first above written personally appeared before me, Sergio Garcia Gomez, a married man, and Oscar Garcia Hernandez, an unmarried man, and Sergio Garcia Hernandez a married man, all as joint tenants, 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: 12/16/2023  
Residing in: Salt Lake City



**(EXHIBIT A)**

A parcel of land being part of Lot 3, River Glen Subdivision recorded October 29, 2002 as Entry No. 8401702 in Book 2002 of Plats, at Page 306 and described in that Warranty Deed recorded June 17, 2003 as Entry No. 8693689 in Book 8819 at Page 8495 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 the northwesterly corner of said Lot 3; thence S. 89°49'01" E. (Record = East) 6.92 feet along the northerly 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 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 along said ten (10.00) foot offset line the following two (2) courses: 1) S. 22°36'39" E. 44.09 feet; 2) S. 19°07'37" E. 12.04 feet to the southerly line of said Lot 3; thence N. 89°49'01" W. (Record = West) 7.73 feet along said southerly line to the southwesterly corner of said Lot 3; thence N. 21°05'53" W. (Record = N 21°16'52" W) 55.81 feet along the westerly line of said Lot 3 to the **Point of Beginning**.

The above-described parcel of land contains 397 square feet in area or 0.009 acre more or less.

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

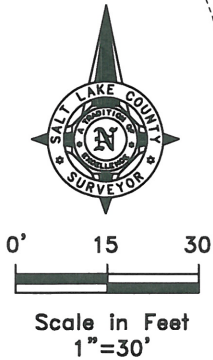
**BASIS OF BEARING:** S. 00°10'59" W. along the Monument line of Cheyenne Street between the monument at the intersection of said Cheyenne Street and High Avenue and the monument at the intersection of said Cheyenne Street and Van Buren Avenue.



# EXHIBIT "B"

## LEGEND

- LOT LINE
- TRACT BOUNDARY
- — — CENTERLINE OF SURPLUS CANAL
- ADJACENT PARCEL
- ////// QUITCLAIM AREA - 3750:098C



POB

3750:098C  
397 sq. ft.

SALT LAKE COUNTY  
15-15-253-011  
15-15-372, BK: 1577, Pg: 198  
EASEMENT - E# 1631372, BK: 213 & 298  
INDENTURE - E# 3456795, BK: 5126, Pg: 1252  
TAX SALE DEED - E# 3456795, BK: 5126, Pg: 1252  
SURPLUS CANAL

**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.

### LINE TABLE

LINE #	LENGTH	BEARING
L1	6.92	S89° 49' 01"E
L2	44.09	S22° 36' 39"E
L3	12.04	S19° 07' 37"E
L4	7.73	N89° 49' 01"W
L5	55.81	N21° 05' 53"W

LOT 4  
SEKITOA & KYMBERLEE FEHOKO  
15-15-201-037

RIVER GLEN  
SUBDIVISION  
E# 8401702,  
BK: 2002,  
PG: 306

LOT 3  
SERGIO GOMEZ,  
OSCAR HERNANDEZ &  
SERGIO HERNANDEZ  
15-15-201-038

LOT 2  
JOANNA METZ & COREY KOZERSKI  
15-15-201-039

**NOTE 2:**  
Caldwell Richards & Sorenson (CRS) Engineers established the landside toe location using field survey methods in September 2019.

**NOTE 1:**  
Easterly 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

Page 3 of 3  
Prepared: September 10, 2019



**Sergio Gomez, Oscar Hernandez, and Sergio Hernandez**  
**JORDAN RIVER & SURPLUS CANAL**  
Quitclaim Deed - 3750:098C

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. 3750:098

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:

Sergio Gomez, Oscar Hernandez, and Sergio Hernandez  
1406 South Utah Street  
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: 5/22/2020

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

Parcel No.: **3750:098Q**  
Tax Serial No. 15-15-201-038  
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 Sergio Garcia Gomez, a married man, and Oscar Garcia Hernandez, an unmarried man, and Sergio Garcia Hernandez a married man, all as joint tenants, 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.: 3750:098Q  
Tax Serial No. 15-15-201-038  
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 3, River Glen Subdivision recorded October 29, 2002 as Entry No. 8401702 in Book 2002 of Plats, at Page 306 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 northerly line of said Lot 3 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 6.92 feet S. 89°49'01" E. (Record = East) along said northerly line from the northwesterly corner of said Lot 3; thence S. 89°49'01" E. (Record = East) 19.65 feet along said northerly line to the easterly line of said entire tract and easterly right-of-way line of said As-Constructed Jordan River and Surplus Canal Levee Construction and Channel Improvement plans; thence S. 21°33'22" E. 55.99 feet along said easterly line to the southerly line of said Lot 3; thence N. 89°49'01" W. (Record = West) 19.33 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 along said ten (10) foot offset line the following two (2) courses: 1) N. 19°07'37" W. 12.04 feet; 2) N. 22°36'39" W. 44.09 feet to the **Point of Beginning**.

The above-described parcel of land contains 998 square feet in area or 0.023 acre, more or less.

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

**BASIS OF BEARING:** S. 00°10'59" W. along the Monument line of Cheyenne Street between the monument at the intersection of said Cheyenne Street and High Avenue and the monument at the intersection of said Cheyenne Street and Van Buren Avenue.

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