

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING EXECUTION AND DELIVERY OF A RIGHT OF WAY CONTRACT WITH DRAPER CITY AND A RELATED QUITCLAIM DEED AFFECTING PROPERTY LOCATED AT APPROXIMATELY 657 VESTRY ROAD IN DRAPER CITY

RECITALS

A. Salt Lake County (“the County”) owns a certain parcel of real property located at 657 Vestry Road, Draper, Utah, also identified as Parcel No. 34-08-102-009 (the “Property”).

B. Draper City (the “City”) would like to acquire a portion of the Property approximately 200 square feet in size from the County in order to install and construct a traffic signal on the corner of Vestry Road and Highland Drive (the “Signal Parcel”).

C. The City has submitted a Right of Way Contract to the County for the acquisition of the Signal Property via a quit claim deed (the “Deed”). The total amount offered by UDOT is \$3,700.00, which amount has been reviewed and approved by the Salt Lake County Real Estate Division as full and adequate consideration.

D. It has been determined that the best interests of the County and the general public will be served by executing the Right of Way Contract and the Deed attached to this Resolution. These actions will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Signal Property as identified in the Deed is hereby declared surplus property.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the grant and conveyance of the Deed is hereby approved, and the Mayor is authorized and directed to execute the Right of Way Contract, attached hereto as Exhibit A, and any other related document necessary to complete this transaction.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized, consistent with the terms of the Right of Way Contract to execute the Deed attached hereto as Exhibit B and to deliver the fully executed documents to the Salt Lake County Real Estate Division for delivery to the UDOT upon payment of the agreed upon purchase amount.

APPROVED and ADOPTED this _____ day of _____, 2021.

SALT LAKE COUNTY COUNCIL

By: _____
Steve DeBry, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Council Member Alvord voting	_____
Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Winder Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Stringham voting	_____
Council Member Theodore voting	_____

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

EXHIBIT A

(Right of Way Contract)



DRAPER CITY

RIGHT OF WAY CONTRACT

Fee Simple Acquisition

Parcel No: 101

Project Location: Highland & Vestry Intersection

County of Property: SALT LAKE **Tax ID:** 34-08-102-009

Property Address: 657 Vestry Road, Draper, UT 84020

Owner/Grantor: Salt Lake County

Property Owner Address: 2001 S State Street, Salt Lake City, UT 84109

Contact: Derrick Sorensen

Phone: 385-468-0341 **Email:** DLSorensen@slco.org

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell a parcel(s) of land known as parcel number 101 for transportation purposes. This contract is to be returned to: Todd Hammond, Project Coordinator c/o Draper City; Engineering Division; 1020 East Pioneer Road; Draper, UT 84020.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
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 the City takes possession.
3. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
4. The City shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
5. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a street, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, slope protections, drainage appurtenance, noise abatement, landscaping, and other related transportation uses.
6. The Grantor(s) is aware that Utah Code Ann. Sect. 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(s) waives any right Grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.

Additional Terms:

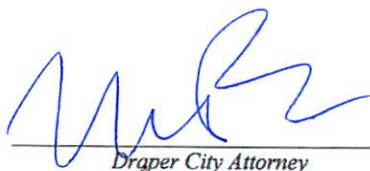
7. This transaction includes, but is not limited to, the following:
 - a. Payment for the purchase of the Quit Claim Deed, (Parcel 100), being acquired herein.
8. Where transition slopes are constructed in lieu of retaining walls, the City will construct transition slopes in such a manner as to blend into the existing landscaping.
9. It is understood that the proposed construction, within the areas being conveyed, will be done in such a manner as to maintain the Grantor's existing vehicular access and perimeter security. Any necessary disruptions to vehicular access are to be preceded with notice from the City's contractor to the Grantor.
10. Grantor shall not be required to pay for any of the proposed public improvements fronting grantors property.

11. Any notices, requests, or demands required or desired to be given hereunder shall be in writing and shall be mailed to, or served personally upon, the intended party.
12. If any party shall fail to comply with the terms of this Contract, the non-defaulting party shall send written notice and provide reasonable opportunity to cure, but not less than 30 days. If the default is not cured within the time allowed, the defaulting party agrees to pay all reasonable attorneys' fees and costs incurred by the non-defaulting party in enforcing its rights hereunder.
13. It is agreed that time is of the essence of this Contract.
14. This Contract, with any exhibits incorporated by reference, constitutes the final expression of the parties' agreement. This Contract supersedes all prior or contemporaneous negotiations, discussions and understandings, whether oral or written or otherwise, all of which are of no further affect. This Contract may not be changed or supplemented except in writing signed by the parties thereto. This Contract shall be governed by and construed in accordance with the laws of the State of Utah.
15. The City is hereby granted on the date of execution and approval of this contract by the Public Works Director, or his designated official, immediate occupancy of the property in this transaction. It is understood and agreed that it is the City's intent to expedite payment to the Grantor and the recording of the conveyance documents with a goal of closing not later than 45 days from the City's acceptance of this contract.

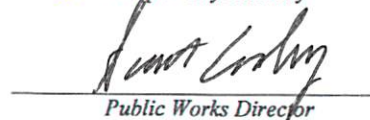
Parcel 101 200 square feet
 Improvements: rock mulch
 Rounding

\$3,200.00
 \$462.50
 \$37.50

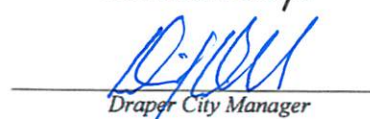
Total Selling Price \$3,700.00


 Draper City Attorney

4-26-21
 Date


 Public Works Director

4/26/2021
 Date



 Draper City Manager

4-27-21
 Date

Attest:  Date: 4-27-21



Grantor understands this agreement is an option until approved by the City Mayor.

 Grantor's Initials

 Grantor

 Date

 Grantor

 Date

APPROVED AS TO FORM
 District Attorney's Office

By: 
 Attorney

R. CHRISTOPHER PRESTON

Date: 4/9/2021

EXHIBIT B

(Quit Claim Deed)

WHEN RECORDED RETURN TO:
Draper City
1020 East Pioneer Road
Draper City, Utah 84020

Space above for County Recorder's use

QUITCLAIM DEED
Salt Lake County

Parcel No. 4013-101:C
Tax Serial No. 34-08-102-009
WGC Project No. 20119 Task 2
Surveyor WO: W031521042

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to, DRAPER CITY, Grantee, at 1020 East Pioneer Road, Draper, Utah 84020, 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

By: Exhibit only - do not sign
MAYOR or DESIGNEE

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

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 Preceding 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 in fee to facilitate the intersection signalization of Highland Drive with Vestry Road, being part of Lot J, South Mountain Subdivision Phase 2B, a subdivision recorded on November 29, 1995 as Entry No. 6223285 in Book 95-11P at Page 334 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Northeast Quarter of Section 7, Township 4 South, Range 1 East of the Salt Lake Base and Meridian and is described as follows:

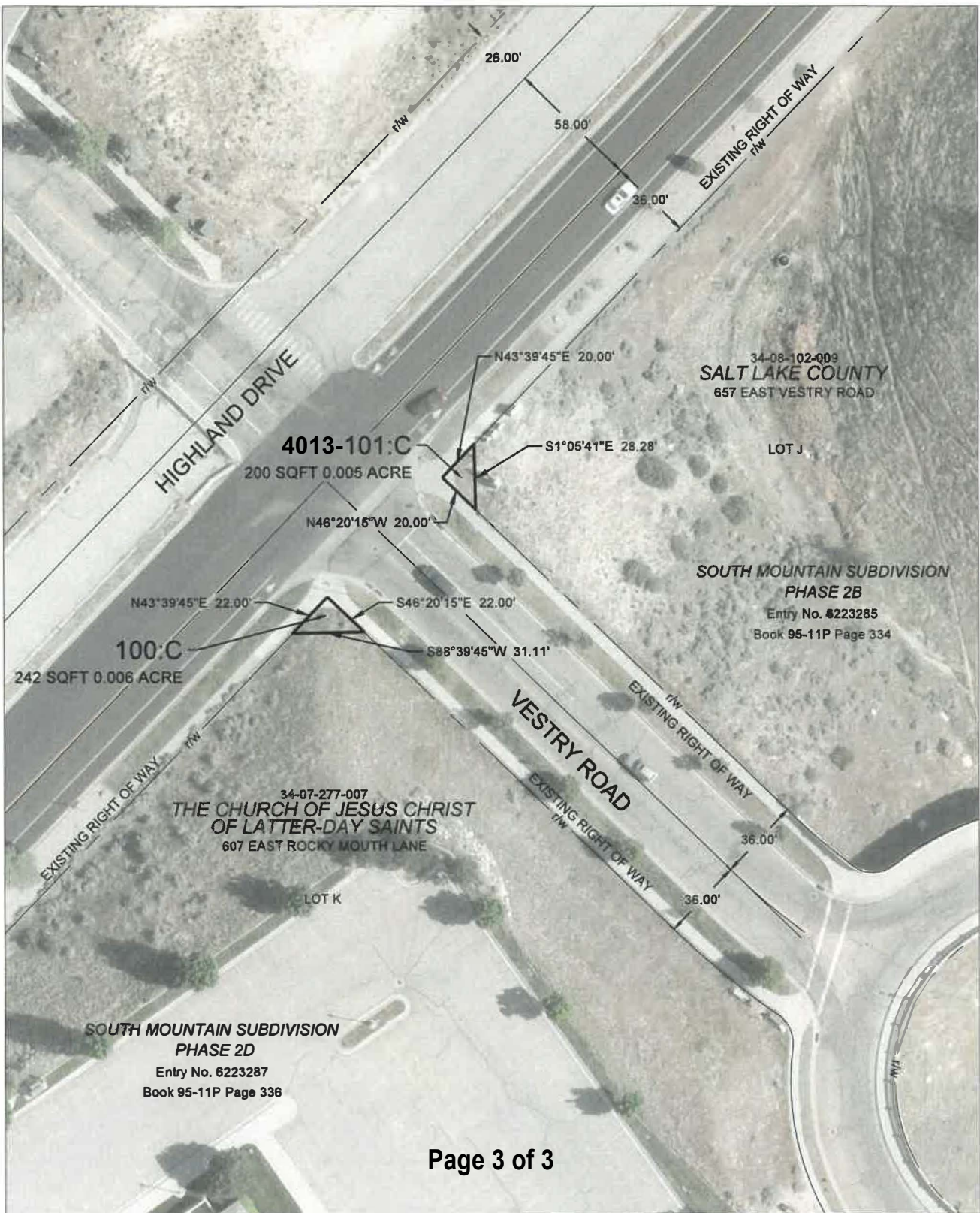
Beginning at the westerly most corner of said Lot J at the intersection of the northeasterly right of way line of Vestry Road and the southeasterly right of way line of Highland Drive; thence N. 43°39'45" E. 20.00 feet along said southeasterly right of way line; thence S. 01°20'15" E. 28.28 feet to said northeasterly right of way line; thence N. 46°20'15" W. 20.00 feet along said northeasterly right of way line to the point of beginning. (Note: Rotate all bearings in the above description 00°14'34" clockwise to obtain project bearings.)

The above described parcel of land contains 200 square feet in area or 0.005 acre, more or less


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

BASIS OF BEARING: N. 89°25'19" W. along the Section line between the Northeast Corner and the North Quarter Corner of said Section 7, Township 4 South, Range 1 East, Salt Lake Base and Meridian.

EXHIBIT B



Page 3 of 3

PROJECT	HIGHLAND DRIVE AND VESTRY ROAD	 WALL CONSULTANT GROUP 9980 SOUTH 300 WEST, SUITE 200 SANDY, UT 84070 PHONE: 801-456-3847	REVISIONS			
	DRAPER CITY					
PROJECT NUMBER	WCG 20119 TASK 2	DRAPER CITY HIGHLAND DRIVE VESTRY ROAD				
RIGHT OF WAY EXHIBIT B		SCALE: 1" = 60'	DATE: 2/1/2021	DESIGNED BY: AJC	CHECKED BY: DRW	
						NO. REMARKS BY DATE