

RIGHT OF WAY CONTRACT

Partial Acquisition

Project No:	FP140001	Parcel No.(s):	3750:051
Project Location:	Surplus Levee Deficiency Rehabilitation Project		
County of Property:	Salt Lake County	Tax ID / Sidwell No:	15-14-354-005, 15-14-376-014
Property Address:	1176 West 2100 South, Salt Lake City, Utah 84119		
Owner / Grantor(s):	KELLY JENSEN, SCOTT H. BOETTCHER AND LEONA H. LUNDBERG, as tenants in common, in equal shares, as to an undivided 50% interest and JAMES DUANE BOETTCHER AND KAREN FERN BOETTCHER, as Trustees of the JAMES DUANE & KAREN FERN BOETTCHER LIVING TRUST, dated July 16, 2013, as to an undivided 50% interest.		
Owner's Address:	3995 South Kewanee Drive, Salt Lake City, Utah 84120		
Owner's Phone:	801-972-1636	Email:	kelly@boettcherandsons.com

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

The Grantors hereby agrees to convey and sell by Quit Claim deed a portion of the property located at 1176 West 2100 South, Salt Lake City, Utah, 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 \$145,000.00. 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, Grantors consent 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.
2. Grantors 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. Grantors agree to maintain the Property until County takes possession. Owners agree 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. Grantors agree to transfer the Property free of all debris and all hazardous materials (including paint or other household products) found on the Property as a result of any act by Grantors or its agents.
4. All fixtures and improvements are to remain with the Property, including landscaping, retaining walls, fences, etc.
5. Closing shall occur on or before _____, 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 Grantors 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. Grantors agree 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. Grantors understand and agree 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. Grantors bear all risk of loss or damage to the Property until Closing.
8. Grantors understand that at Closing, at its discretion, County may pay the full amount of \$145,000.00 directly to Grantors. **In that event, it is Grantors' 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.** Grantors 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 Grantors.
9. Grantors are aware that Utah Code Ann. § 78B-6-520.3 provides that in certain circumstances, the sellers 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 sellers received, before the property can be put to a different use. Grantors waives any right under Utah Code Ann. § 78B-6-520.3 that Grantors may have to repurchase the property being acquired herein.

10. Grantors 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 Grantors, and Grantors shall accept, a Release of Easement (the "Release"). The value of the Release is \$3,917.00 which amount has been accounted for in the Total Settlement.
12. This Right of Way Contract contains the entire agreement between Grantors and County, and it shall be governed by the laws of the State of Utah. The undersigned represent and warrant that they have authority to sign on behalf of Grantors.
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.
14. An original offer to purchase was made to Grantors in the amount of \$111,400. Without additional compensation, a negotiated settlement was not possible. Therefore, an additional amount of \$33,600 has been approved to settle this matter, making the total purchase price fore the Property \$145,000.

Total Settlement \$145,000.00

Grantors understand 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

IN WITNESS WHEREOF, the parties have executed this Contract as of this the 12 day of August, 2021.

<p><u>James Duane Boethlin</u> Owner/Grantor</p>	<p><u>8-12-21</u> <u>50%</u> Date Percent</p>
<p>_____ Owner/Grantor</p> <p><u>Kelly</u> Owner/Grantor</p>	<p>_____ Date</p> <p><u>8/12/21</u> <u>16.66%</u> Date Percent</p>
<p>_____ Owner/Grantor</p> <p><u>Eric H. B...</u> Owner/Grantor</p>	<p>_____ Date</p> <p><u>8/12/21</u> <u>16.67%</u> Date Percent</p>
<p>_____ Owner/Grantor</p> <p><u>Jeana H. Sundberg</u> Owner/Grantor</p>	<p>_____ Date</p> <p><u>8/12/21</u> <u>16.67%</u> Date Percent</p>

Salt Lake County

<p><u>Brandi Davenport</u> Brandi Davenport, Right of Way Agent (Davenport Consulting)</p>	<p><u>8-12-2021</u> Date</p>
<p>_____ Salt Lake County Real Estate Manager</p>	<p>_____ Date</p>
<p>_____ Mayor or Designee</p>	<p>_____ Date</p>