

**WEST VALLEY CITY
RIGHT-OF-WAY AGREEMENT**

On this 18th day of December, 2014, **Suburban Land Reserve, Inc., a Utah corporation**, of 79 South Main, Suite 500, Salt Lake City, Utah 84111, GRANTORS, hereby agree to sell to **West Valley City, a municipal corporation of the State of Utah**, having an address of 3600 Constitution Boulevard, West Valley City, Utah 84119, GRANTEE, its successors and assigns, by Special Warranty Deed, a tract of land for right-of-way purposes. Said property being granted to West Valley City is described as follows:

A parcel of land in fee for highway purposes, being part of an entire tract of property, situate in the SE1/4 of Section 24, Township 1 South, Range 2 West, Salt Lake base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of said entire tract, which point is 1987.93 feet (record 1985.16 feet) S.89°40'47"W. along the quarter section line from the East Quarter corner of said Section 24; and running thence N.89°40'47"E. 797.48 feet; thence westerly 396.32 feet along the arc of a 4737.00 feet radius non-tangent curve to the left, (chord bears S.87°20'02"W. 396.21 feet); thence westerly 402.31 feet along the arc of a 4803.00 feet radius non-tangent curve to the right, (chord bears S.87°17'18"W. 402.19 feet) to the westerly boundary line of said entire tract; thence N.00°05'14"E. 33.00 feet along said westerly boundary line to the Point of Beginning.

The above described parcel of land contains 13,129 square feet in area or 0.301 acre.

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

1. Said tract of land is granted subject to all matters of record. The total amount in cash settlement shall be paid to GRANTORS.
2. West Valley City shall pay \$65,700.00, in cash, for the above-described property. This amount constitutes the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to said property. Payment shall be made within 60 days of approval of this agreement by the West Valley City Council.
3. Construction shall be in accordance with project plans and specifications. No work, improvement, alteration, or maintenance will be done or made other than or in addition to that provided for in this agreement.
4. This agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to this property. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve West Valley City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.
5. It is understood by the parties that none of the intended improvements shall have any effect upon the existing zoning of GRANTORS' remaining property, nor has West Valley City made any

representations or promises whatsoever regarding present or future zoning. This shall not be construed to mean that the zoning cannot be changed in the future as provided in West Valley City ordinances as they currently exist or as amended in the future.

6. GRANTORS agree to pay all taxes assessed against the property, as well as all levied or pending assessments affecting the property up to the closing date. However, if for any reason the Salt Lake County Treasurer determines there are rollback taxes due on the property, it shall be the responsibility of GRANTEE to pay said taxes.

7. This agreement is contingent on the approval of the West Valley City Council.

WITNESSED the hands of said GRANTOR this 18th day of December, 2014.

GRANTOR


CRA

By: R. Steven Romney
PRESIDENT
Suburban Land Reserve, Inc.

State of Utah)
County of Salt Lake) :SS

On this 18th day of December, 2014, personally appeared before me R. Steven Romney [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the President [title], of Suburban Land Reserve, Inc. [name of corporation], a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Colette D. Yates
Notary Public

