

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

On this 26 day of January, 2015, **TRUCKPRO, L.C.**, a Utah limited liability company, GRANTOR, of **2240 South 5370 West, West Valley City, Utah 84120**, hereby agrees to sell to GRANTEE, West Valley City ("the City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Special Warranty Deed, two parcels of land for right-of-way purposes. Said property being granted to West Valley City is described as follows and is referred to in this Agreement as the "Property":

Two parcels of land located in the Northwest Quarter of Section 24, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being portions of Lot 17, West Valley Truck Center Subdivision, as recorded in Book 99-10P at page 293 in the Office of the Salt Lake County Recorder, more particularly described as follows:

Parcel 1

Part of Lot 17, West Valley Truck Center subdivision, on file in the Office of the Salt Lake County Recorder: Beginning at the southwest corner of said Lot 17; thence N.00°13'50"E. 36.09 feet along the westerly boundary line of said Lot 17; thence S.44°13'12"E. 50.09 feet to the southerly boundary line of said Lot 17; thence S.89°40'47"W. 35.08 feet along said southerly boundary line to the point of beginning, containing 633 square feet in area or 0.015 acre.

Parcel 2

Part of Lot 17, West Valley Truck Center subdivision, on file in the Office of the Salt Lake County Recorder: Beginning at a point 141.91 feet N.89°40'47"E. from the southwest corner of said Lot 17; thence along the southerly boundary line of said Lot 17 the following two (2) courses distances: (1) N.89°40'47"E. 380.22 feet to the point of curvature of a non-tangent curve to the right with a radius of 60.00 feet; (2) thence northerly along the arc of said curve 31.76 feet, chord bears N.14°50'40"E. 31.39 feet, to the point of curvature of a non-tangent curve to the left with a radius of 2533.00 feet; thence westerly along the arc of said curve 95.93 feet, chord bears S.85°55'58"W. 95.92 feet; thence S.84°50'52"W. 235.56 feet to the point of curvature of a non-tangent curve to the right with a radius of 2461.50 feet; thence westerly along the arc of said curve 58.14 feet, chord bears S.85°33'00"W. 58.14 feet to the point of beginning, containing 5887 square feet in area or 0.135 acres.

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

1. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR, may assign to lien-holder in obtaining the partial releases.

2. The City shall pay Forty Seven Thousand Two Hundred and Seventy Dollars (\$47,270.00) for the Property. This amount constitutes fair market value and is 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 the Property. Closing shall occur within sixty days of the execution of this Agreement.

3. Construction shall be in accordance with project plans and specifications, which have been provided to GRANTOR. No work, improvement, alteration, or maintenance will be done or made other than or in addition to that provided for in this Agreement.

4. The GRANTOR represents that no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or into any water systems on or below the surface of the Property, and the Property complies with all local, state, and federal hazardous waste laws, rules, and regulations. The GRANTOR agrees to indemnify, and hold the City harmless from and against damages and expenses, including reasonable court costs and attorney's fees, arising from or by reason of the presence of hazardous waste or toxic substances on the Property. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the City. As used in this section, the City shall also refer to the officers, agents, assigns, volunteers, and employees of the City. The provisions of this Section 4 shall survive the termination of this Agreement.

5. 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 the Property. The performance of this Agreement constitutes the entire consideration for the grant of the Property and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

6. Prorations:

- (i) All water, sewer, and utility charges for the Property;
- (ii) All levied or pending assessments for the Property;
- (iii) Current rents received from the Property, if any.

7. Other closing costs not identified above shall be paid by the City.

8. GRANTOR agrees to pay any and all taxes assessed against the Property up to the closing; however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, it is the responsibility of the GRANTOR to pay all taxes.

*(Signature page to follow)*

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

**GRANTOR:**

**TRUCKPRO, L.C., a Utah limited liability company**

Bart Warner, Mgr.  
**Bart C Warner, Managing Member**

State of UTAH )  
County of SALT LAKE )  
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On this 26<sup>TH</sup> day of JANUARY, 2015, personally appeared before me Bart C. Warner, who, being by me duly sworn did say that he is the managing member of TRUCKPRO, L.C., a Utah limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.



[Signature]  
Notary Public

**WEST VALLEY CITY**

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**Mayor**

**ATTEST:**

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**City Recorder**