

West Valley City

Right of Way Contract

Advanced Acquisition – Corridor Preservation Funds

Project No: RIF-340	Parcel No: 541
Project No: F-2150(1)0, 6200 South Extension (MVC to SR-111) Pin No. 8557 Tax ID: 20-22-200-010-4001	
Project Location: West Valley City	
County of Property: Salt Lake County	
Property Address: 6511 West 6200 South	
Owner / Grantor: Property Reserve, Inc. (fka Deseret Title Holding Corporation)	
Owner's Address: 51 South Main, Suite 301 Salt Lake City, Utah 84111	
Primary Phone: 801-321-8700	Owner Representative's Phone: 801-321-8704

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 a portion of that certain parcel of land known as parcel number 20-22-200-010-4001 by Quit Claim Deed in substantially the same form and content as the deed, attached hereto and incorporated herein on Exhibit A.

This contract is to be returned to: Steven J. Dale, P.L.S.
West Valley City Engineering Division
3600 Constitution Boulevard
West Valley City, Utah 84119

1. Grantor will convey the right-of-way in its "AS IS", "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS", including but not limited to existing easements, recorded or unrecorded, both latent and patent defects. Grantor shall have the right to reserve any mineral and water rights. Grantor will convey the right of way via a quitclaim deed subject to: (i) any state of facts which an accurate survey or physical inspection of the Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights, rights-of-way, covenants, conditions, restrictions, encroachments, liens, encumbrances, taxes and assessments, and all other matters of record or enforceable at law or in equity.
2. Grantor shall leave the property in the same condition as it was when this contract was signed. No material work, improvement, or alteration will be done to the property unless mutually agreed to by the parties. Grantor shall not subject the property to any new lease, mortgage, pledge, lien, or other encumbrance after the date this contract was signed unless mutually agreed to by the parties.
3. Grantor and Grantee are tax exempt entities.
4. This is a voluntary sale to West Valley City. It is not subject to condemnation.
5. As this is a voluntary sale, the Grantors waive any right they have to a "first right of refusal" on any surplus property not used for the proposed highway or other transportation projects.

Additional Terms:

1. The City shall pay the Grantor the amount of \$163,500.00 as just compensation for the property.
2. This Right of Way Contract is contingent on the transfer of \$163,500.00 to West Valley City from the Local Transportation Corridor Preservation Fund.
3. This Right of Way Contract is contingent on the West Valley City Council's approval of the terms and conditions of this Contract.
4. The City shall be responsible for rollback taxes, if any on the property acquired under this Right of Way Contract and shall pay said rollback taxes at closing.
5. Both Grantor and the City expressly understand that each of the representations, warranties, and covenants made in this Right of Way Contract is material, and that the City is relying upon each of such representations, warranties, and covenants as true and correct as of the date on which the parties executed this Right of Way Contract and as of the closing date, as though such representations, warranties, and covenants had been made on each of such dates. This Right of Way Contract is contingent upon the truth of these representations and warranties and upon the Grantor's compliance with all covenants contained in this Contract.
6. Grantee's obligations in this Right of Way Contract are considered to be contractual for the purposes of the Governmental Immunity Act.

Total Selling Price: \$163,500.00

Grantor's initials 

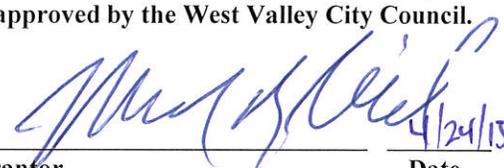

Steven J. Dale, Acquisition Agent

Ron Bigelow, Mayor

ATTEST:

Sheri McKendrick, City Recorder

Grantor understands this agreement is an option until approved by the West Valley City Council.



Grantor **Date**

aje

4/24/15

Grantor **Date**

Date

Grantor **Date**

Date

Exhibit A

[Form of Quit Claim Deed]

Quit Claim Deed
(Salt Lake County)

TAX ID No. 20-22-200-010-4001

Parcel No. 541

Project No. RIF-340

Property Reserve, Inc. (fka Deseret Title Holding Corporation), a Utah nonprofit corporation, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby quitclaims to WEST VALLEY CITY, at 3600 Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum of (\$10.00) TEN Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah (the "Property"), to-wit:

See Exhibits A and B attached hereto and incorporated by reference herein

SUBJECT TO: (i) any state of facts which an accurate survey or physical inspection of the Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights, rights-of-way, covenants, conditions, restrictions, encroachments, liens, encumbrances, taxes and assessments, and all other matters of record or enforceable at law or in equity.

GRANTOR SPECIFICALLY RESERVES, excepts and retains Mineral Rights. For purposes of this instrument, "Mineral Rights" include, whether on, in or under the premises, all of the following—minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, Grantor hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance. Grantor cannot exercise the mineral rights from the surface of the real property described on Exhibit A or in the upper two hundred fifty (250) feet of the subsurface or engage in any activity that will weaken the stability of the road.

RESERVING unto Grantor any water rights or rights to the use of water whether appurtenant to the Property or not in which Grantor may have an interest. Grantor does not intend by this deed to transfer any water rights or rights to the use of water and it is Grantor's intent that this conveyance shall not transfer any water rights or rights to the use of water by implication. However, the construction of a roadway and storm drain system, installation and operation of utilities, and other activities incident to the operation of utilities or a public street shall not be construed as an interference with or violation of any water rights belonging to the Property.

EXHIBIT A

Deseret Title Holding Parcel 20-22-200-010-4001

ROW Take Legal Description

A parcel of land being part of an entire tract of property situate in the NE1/4NW1/4 and in the N1/2NE1/4 of Section 22, Township 2 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of which are described as follows:

Beginning at the intersection of the existing southerly right of way line of 6200 South Street (Note: 49.5 foot wide right of way as described in that road dedication plat recorded on January 14, 1923 in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder) and the westerly boundary line of said entire tract, said intersection is 173.02 feet N.89°50'07"W. along the northerly section line of said Section 22 and 15.33 feet S.00°09'53"W. from the calculated North Quarter Corner of said Section 22, said intersection is also 54.24 feet N.89°38'20"W. along a monument line described herein and 24.75 feet S.00°21'40"W. from the found Salt Lake County Monument stamped 228-A (Note: Basis of Bearing is S.89°38'17"E. along the monument line from the found monument referencing the North Quarter of said Section 22 and stamped 228-A and the Northeast Corner of said Section 22 as shown on the Salt Lake County Surveyor's Area Reference Plat), and running thence along said right of way line S.89°38'17"E. 1812.22 feet to the proposed Mountain View Corridor project and its proposed right of way line (Note: Mountain View Corridor is UDOT Project No. MP-0182(6)), thence S.00°01'16"W. 47.28 feet along said proposed Mountain View Corridor project and its proposed right of way line; thence N.87°35'36"W. 300.00 feet to a point 57.00 feet perpendicularly distant southerly from said northerly section line; thence N.89°49'51"W. 1339.36 feet along a line parallel with said northerly section line to the north quarter section line of said section 22; thence N.89°50'35"W. 141.15 feet to a point in said westerly boundary line, said point is also the beginning of a non-tangent 5668.24 foot radius curve to the right, thence 52.58 feet northwesterly, along said westerly boundary line and along the arc of said curve through a delta angle of 00°31'53" (Note: Chord to said curve bears N.37°22'55"W. for a distance of 52.58 feet) to the point of beginning.

The above described parcel of land contains 71,052 square feet or 1.631 acres in area, more or less.

Note: The North Quarter Corner of said Section 22 was calculated using evidence surveyed on the ground coupled with a survey compiled by Cornerstone Land Surveys, certified by John B. Stahl, PLS on November 2, 1988, and recorded in the office of the Salt Lake County as survey number S89-01-0017.



EXHIBIT B

ALLIANT TECHSYSTEMS, INC.
TAX ID: 20-15-326-002

SW 1/4
SECTION 15

KENNECOTT RIGHT-OF-WAY
TAX ID: 20-15-300-002

West Valley City
TAX ID: 20-15-326-003

FOUND MONUMENT IN
CONCRETE AS SHOWN
ON SALT LAKE COUNTY
AREA REFERENCE PLAT
(STAMPED 228-A)

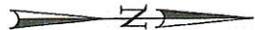
6200 SOUTH RIGHT OF WAY
ROAD DEDICATION PLAT
PLAT BOOK "H" PAGE 73
49.5' WIDE (24.75' HALF WIDTH)

GENEVA ROCK PRODUCTS, INC.
TAX ID: 20-15-400-010

SE 1/4
SECTION 15

LINE TABLE		
LINE	DISTANCE	BEARING
L1	15.33'	S00°09'53"W
L2	24.75'	S00°21'40"W

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH BEARING
C1	0°31'53"	5668.24'	52.58'	26.29'	52.58'	N37°22'55"W



MOUNTAIN VIEW
CORRIDOR RIGHT
OF WAY LINE

(NOT FOUND) NORTH QUARTER CORNER OF
SECTION 22, REESTABLISHED BASED ON
SURVEY PERFORMED BY JOHN STAHL AND
FILED AS SURVEY #S89-01-0017

BASIS OF BEARING
S 89°38'17" E 2742.42'
ALONG MONUMENT LINE

N87°35'38"W 300.00'

47.28'

NW 1/4
SECTION 22

DESERET TITLE HOLDING
CORPORATION
TAX ID: 20-22-126-002-4001

KENNECOTT RIGHT-OF-WAY
TAX ID: 20-22-200-001

NE 1/4
SECTION 22

DESERET TITLE HOLDING CORPORATION
TAX ID: 20-22-200-010-4001

EXHIBIT B

