

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, **Judy F. Pearce and J. Thomas Pearce, trustees of the Judy F. Pearce Trust, dated February 23, 2009, of 3525 South 6800 West**, 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 located in the Northeast Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning North 89°58'01" East 233 feet and South 0°22'30" West 33 feet from the North Quarter Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Meridian; thence North 89°58'01" East 24 feet to the northeast corner of Grantors' property; thence South 0°22'30" West 7.00 feet along said easterly boundary; thence South 89°58'01" West 24.00 feet to the westerly boundary of Grantors' property; thence North 0°22'30" East 7.00 feet along said westerly boundary to Point of Beginning. Contains 168 square feet.

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 free and clear of all liens and encumbrances, and partial releases for said tract of land shall be furnished to West Valley City prior to payment. The total amount in cash settlement shall be paid to GRANTORS, except such portion thereof as GRANTORS, may assign to lien-holders in obtaining the partial releases.

2. West Valley City shall pay **\$600.00**, 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 27<sup>TH</sup> day of JULY, 2015.

GRANTOR

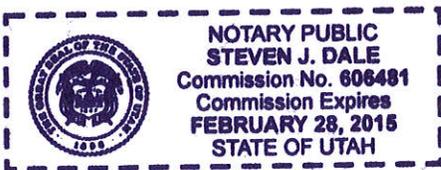
Judy F. Pearce, Trustee  
Judy F. Pearce, Trustee

GRANTOR

J. Thomas Pearce, Trustee  
J. Thomas Pearce, Trustee

State of UTAH )  
County of SALT LAKE ) :ss

On this 27<sup>TH</sup> day of JULY, 2015, personally appeared before me Judy F. Pearce, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the Trustee, of the Judy F. Pearce Trust, dated February 23, 2009, and that the foregoing instrument was signed in behalf of said trust and she acknowledged to me that said trust executed the same.



Steven J. Dale  
Notary Public

State of UTAH )  
County of SALT LAKE ) :ss

On this 27<sup>TH</sup> day of JULY, 2015, personally appeared before me J. Thomas Pearce, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Trustee, of the Judy F. Pearce Trust, dated February 23, 2009, and that the foregoing instrument was signed in behalf of said trust and he acknowledged to me that said trust executed the same.



Steven J. Dale  
Notary Public