

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Right of Way Contract between Kick Creek, L.L.C., Doves Landing, L.C., Canyon Ranches, L.C., and the City of West Jordan.

**SUMMARY:** Kick Creek, L.L.C., Doves Landing, L.C., and Canyon Ranches, L.C., own a vacant parcel of real property at approximately 4977 West 7800 South in West Jordan. The attached Right of Way Contract authorizes the City to purchase a portion of this property for the 7800 South road widening project.

**FISCAL IMPACT:** \$66,531.00, all of which will be funded by the Council of Governments (COG) through the corridor preservation program, so the total cost to the City is zero dollars.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**MOTION RECOMMENDED:**

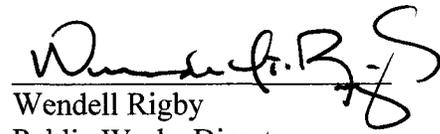
“I move to adopt Resolution No. 14-209, authorizing the Mayor to execute the attached Right of Way Contract between Kick Creek, L.L.C., Doves Landing, L.C., Canyon Ranches, L.C., and the City of West Jordan, and authorizing the City’s Real Estate Services Manager to sign all documents necessary to close the transaction at First American Title Company.”

Roll Call vote required

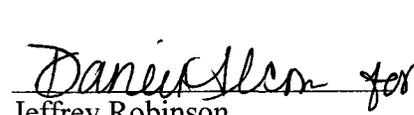
**Prepared by:**

  
\_\_\_\_\_  
David Clemence  
Real Estate Services Manager

**Recommended by:**

  
\_\_\_\_\_  
Wendell Rigby  
Public Works Director

**Reviewed as to legal sufficiency:**

  
\_\_\_\_\_  
Jeffrey Robinson  
City Attorney

**Recommended by:**

  
\_\_\_\_\_  
Bryce Haderlie  
Interim City Manager

## **BACKGROUND DISCUSSION:**

On August 27, 2014, the West Jordan City Council authorized a Right of Occupancy Agreement between Kick Creek, L.L.C., Doves Landing, L.C., Canyon Ranches, L.C., and the City of West Jordan under Resolution Number 14-161. The purpose of the Occupancy Agreement was to allow the City to widen 7800 South Street as part of the 5600 West Project prior to the City becoming the property owner.

One of the terms of the Occupancy Agreement was that the City would try to obtain funding from the COG through the corridor preservation program so the City could pay Kick Creek, Doves Landing and Canyon Ranches for the property that was subject to the City's occupancy.

The City recently received funding from the COG through the corridor preservation process and the attached Right of Way Contract is intended to comply with the terms of the Occupancy Agreement. The attached Right of Way Contract also complies with City, COG and UDOT policies.

### **Attachments:**

Resolution

Right of Way Contract

Resolution Number 14-161

Right of Occupancy Agreement

Area Reference Map

**THE CITY OF WEST JORDAN, UTAH**

A Municipal Corporation

**RESOLUTION NO. 14-209**

**A RESOLUTION AUTHORIZING THE CITY TO PURCHASE VACANT REAL  
PROPERTY FROM KICK CREEK, L.L.C., DOVES LANDING, L.C.,  
AND CANYON RANCHES, L.C.**

Whereas, the City Council of the City of West Jordan has reviewed the attached Right of Way Contract between Kick Creek, L.L.C., Doves Landing, L.C., Canyon Ranches, L.C., and the City of West Jordan; and

Whereas, the City Council desires that the aforementioned Contract be executed by the Mayor; and

Whereas, the Mayor is authorized to execute the attached Right of Way Contract pursuant to the Utah State Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is authorized and directed to execute the attached Right of Way Contract after it has been approved as to legal form by the City Attorney.

Section 2. The City's Real Estate Services Manager is authorized and directed to act on behalf of the City while closing the transaction at First American Title Company, with the right and authority to sign all documents necessary as part of said closing.

Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 19<sup>th</sup> day of November, 2014.

CITY OF WEST JORDAN

ATTEST:

By: \_\_\_\_\_  
KIM V. ROLFE, Mayor

\_\_\_\_\_  
MELANIE S. BRIGGS, MMC  
City Clerk/Recorder

Voting by the City Council

"AYE"

"NAY"

- Council Member Jeff Haaga
- Council Member Judy Hansen
- Council Member Chris McConnehey
- Council Member Chad Nichols
- Council Member Ben Southworth
- Council Member Justin D. Stoker
- Mayor Kim V. Rolfe

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**City of West Jordan**  
**Right of Way Contract**  
*Advanced Acquisition – Corridor Preservation Funds*

<b>Project No:</b> N/A	<b>Parcel No(s):</b> N/A
<b>Job/Proj /Auth No:</b> N/A	<b>Pin No.</b> N/A <b>Tax ID:</b> 20-36-226-001
<b>Project Location:</b> 4977 West 7800 South	
<b>County of Property:</b> Salt Lake	
<b>Property Address:</b> 4977 West 7800 South, West Jordan, Utah 84081	
<b>Owner / Grantor(s):</b> Kick Creek, L.L.C., Doves Landing, L.C., Canyon Ranches, L.C.	
<b>Owner's Address:</b> 225 S 200 E #300, Salt Lake City, Utah 84111	
<b>Primary Phone:</b> N/A	<b>Owner's Home Phone:</b> N/A <b>Owner's Work Phone:</b> (801) 532-2233

This Right of Way Contract, dated the 28 day of October, 2014, is by and between KICK CREEK, L.L.C., a Utah Limited Liability Company, and DOVES LANDING, L.C., a Utah Limited Liability Company, and CANYON RANCHES, L.C., a Utah Limited Liability Company (hereinafter referred to as "Grantor"), whose principal office address is 225 S 200 E #300, Salt Lake City, Utah 84111, and the CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah (hereinafter referred to as "City"), whose principal office address is 8000 South Redwood Road, West Jordan, Utah 84088.

**RECITALS/CONSIDERATIONS**

- A. Grantor owns a vacant parcel of real property in Salt Lake County, State of Utah, at approximately 4977 West 7800 South, West Jordan, Utah, 84081, which can also be found under Salt Lake County Tax Parcel Number 20-36-226-001, and which contains approximately 5.20 acres.
- B. City has determined that acquiring a portion of Grantor's property will eventually be necessary in order to widen 7800 South Street in accordance with its Master Planned Road system.
- C. Grantor has determined that City's acquisition of a portion of its property for 7800 South Street is consistent with Grantor's long term development plans.
- D. Grantor and City have agreed that the acquisition will consist of two components, namely, Grantor will voluntarily donate to City a 33.00 foot wide strip of land lying immediately adjacent to and coincident with its north property line, which is more particularly described in Exhibit "W" attached hereto and by this reference incorporated herein (the "Donation Area"), and City will pay fair market value to Grantor for the remainder of the acquisition area, which is more particularly described in Exhibit "X" attached hereto and by this reference incorporated herein (the "Purchase Area").

E. Together the Donation Area and the Purchase Area are generally described as comprising the Northerly 63.00 feet of Grantor's property, but are more particularly described in Exhibit "Y" attached hereto and by this reference incorporated herein (the "Property").

F. The total fair market value (the "Total FMV") of the Property was determined by Michele Jakob of Van Drimmelen & Associates, who is an MAI certified appraiser chosen by Grantor at the sole cost and expense of City, and both Grantor and City have agreed to use Ms. Jakob's summary appraisal report as the valuation basis for this transaction.

G. Grantor and City (each a "Party," and collectively "Parties") have agreed to proceed with this Right of Way Contract ("Contract") pursuant to the terms and conditions set forth herein.

## AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Contract and are made a part hereof.

2. Acquisition Amount: City agrees to pay Grantor the total sum of SIXTY SIX THOUSAND THREE HUNDRED and 00/100 DOLLARS (\$66,300.00), exclusive of closing, inspection and other related costs and fees, subject to the terms and conditions set forth below, in exchange for Grantor conveying to City the Purchase Area. Grantor agrees to convey the Donation Area to City free of charge (collectively, the "Acquisition Amount").

3. No Personal Property. The Parties acknowledge that no personal property is being acquired and that no personal property is located on the Property.

4. Risk of Loss for Damage to Improvements. Grantor shall be responsible for any risk of loss prior to closing, but no improvements exist on the Property.

5. Deed. Grantor shall cause title to the Property to be transferred to City by Special Warranty Deed in a form and format substantially similar to that which is attached hereto and incorporated herein as Exhibit "Z". Grantor shall transfer title to City free and clear of all liens and encumbrances, subject only to the following: a) those matters deemed acceptable by City in Schedule B of that certain preliminary title commitment issued by First American Title Company under Order No. 051-5644604, dated June 20, 2014; and b) those matters identifiable by viewing the Property, including but not limited to unrecorded easements, rights-of-way and property lines.

6. Closing Costs and Prorations. The Acquisition Amount shall be due in full at closing, and the date of closing shall be used for proration of all property taxes due and owing on the Property, including greenbelt rollback taxes, if any, which will all be paid at Grantor's sole cost and expense. At Closing Grantor shall pay for and cause to be issued to City the most current version of an ALTA standard owner's policy of title insurance to cover the Property in the amount of the Total FMV, and Grantor and City shall each pay one half of the fees charged by the escrow company to close this transaction. The escrow company is authorized and directed to withhold from Grantor's proceeds at Closing, sufficient funds to pay off all mortgages, trust deeds, judgments, mechanic's liens, tax liens, warrants and any other monetary encumbrances that may attach to the Property. City shall pay the recording fees associated with filing the Special Warranty Deed in the office of the Salt Lake County Recorder.

7. Funding Approval. City intends to pay the Acquisition Amount with funding approved by the Wasatch Front Regional Council (the "WFRC") and the Utah Department of Transportation (the "UDOT"); therefore, this transaction is subject to review and approval by the WFRC and the UDOT. If either the WFRC or the UDOT does not approve this transaction, this Contract becomes null and void.

8. Other Documents. The UDOT requires this transaction to comply with state and federal property acquisition guidelines, therefore, Grantor and City shall voluntarily execute documents substantially similar to the "Offer to Purchase", the "Voluntary Acquisition" and the "Right of Way Donation" forms attached hereto and incorporated herein as Exhibits "T, U and V". Grantor and City shall also voluntarily execute any other document necessary to close this transaction.

9. Possession and Closing Date. Grantor shall provide possession of the Property to City on the date of closing, free of all debris and any hazardous materials. Grantor shall leave the Property in the same condition as it existed when the Contract was signed; no work or alteration will be done to the Property other than what may be provided for in this Contract, provided, however, that Grantor agrees to maintain the Property until the date of Closing. Closing shall be on or before Wednesday, December 31, 2014; provided, however, that the Parties may extend the date of closing to a mutually agreeable date if necessary.

10. Inspection Rights. City has had full opportunity to inspect and investigate the Property to its satisfaction. City is fully satisfied with the condition of the Property and has agreed to accept the Property in its present condition, "as-is", subject to the provisions of this Contract. Grantor makes no representation or warranties as to the condition of the Property or its suitability for City's intended use, except representations specifically set forth herein.

11. Voluntary Conveyance. Grantor acknowledges that the Property is being conveyed to City voluntarily and that there is not a current threat of condemnation proceedings, and since this is a voluntary transaction, Grantor waives any rights it might otherwise have to a "right of first refusal" on any surplus property not used for the future 7800 South Street construction project or other transportation projects.

12. Broker's Commission. No broker or finder has been used for this transaction; therefore, no commissions are due.

13. Entire Agreement. This Contract sets forth the entire understanding of the Parties with respect to the matters set forth herein as of the date hereof, it supersedes all prior oral or written agreements of the Parties as to the matters set forth herein, and it cannot be altered or amended except pursuant to an instrument in writing, signed by the Parties.

14. Binding Effect. This Contract shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and any persons or entities claiming rights by, through or under them.

15. Advice of Counsel. The Parties confirm, represent and warrant that they (a) have carefully read this Contract, (b) understand the terms hereof, (c) have had the opportunity to seek the advice from legal counsel of their own choosing, (d) find it to be a fair and reasonable compromise of the disputed claims, defenses and issues, (e) are executing this Contract as a voluntary act, and (f) agree to be bound by and to faithfully execute the terms of the Contract. The Parties further confirm, represent and warrant that they are not under duress, and they acknowledge that to the extent they have waived any rights or defenses by entry into this Contract that such waiver was made voluntarily and with full knowledge of the ramifications of such waiver.

16. Attorney's Fees. If any Party shall seek to enforce or protect its rights under this Contract or under any document or instrument executed and delivered in connection herewith in any action, suit, mediation, arbitration case or other proceeding, the prevailing Party shall be entitled to receive from the other Party payment of its costs and expenses, including reasonable attorneys' fees incurred (whether such costs or fees are incurred before or after the commencement of the proceeding), including any and all appeals or petitions therefrom.

17. Controlling Law, Jurisdiction and Venue. This Contract shall be governed by the laws of the State of Utah. Venue shall be in Salt Lake County, Utah.

18. Authority. The individuals whose signatures appear below represent and warrant that they have full power and authority to enter into this Contract on behalf of the Parties for whom this Contract is executed, and no further act on behalf of any such Party shall be or is required to effectuate the terms hereof.

19. Effect of Contract. Nothing in this Contract shall be construed to relieve Grantor or City of any obligations imposed by federal, state or local laws, ordinances, regulations or standards.

20. Assignment. This Contract shall not be assigned by either Party.

21. Execution of Agreement. This Contract shall be valid only after it has been executed by Grantor and City's Mayor or designee, pursuant to authorization by the City Council, and approved as to legal form by the City Attorney.







CITY OF WEST JORDAN, UTAH

By: \_\_\_\_\_  
Name: Kim V. Rolfe  
Title: Mayor

STATE OF UTAH                    )  
  : SS.  
COUNTY OF SALT LAKE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared before me KIM V. ROLFE, who being by me duly sworn did say that he is the MAYOR of the CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation and that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Residing in \_\_\_\_\_ County, \_\_\_\_\_

**APPROVED AS TO LEGAL FORM**  
**West Jordan City Attorney**  
By: Dana Olsen Date: 11-6-14

**Exhibit "W"**  
**(the "Donation Area")**

That portion of the Northeast Quarter of Section 36, Township 2 South, Range 2 West of the Salt Lake Base and Meridian, more particularly described as follows, to wit:

Beginning at a point 1028.87 feet North 89°55'39" West along the section line from the Northeast corner of Section 36, Township 2 South, Range 2 West of the Salt Lake Base and Meridian, said point being the most Northwesterly corner of the plat of Market Square At Stone Creek Commercial Subdivision Phase 1, according to the official plat thereof, filed in the office of the Salt Lake County Recorder under Entry Number 7642240, in Book 2000P, at Page 121; thence South 00°04'21" West 33.00 feet along the Westerly line of said subdivision; thence North 89°55'39" West 290.94 feet, more or less, to the Easterly line of that certain parcel of land conveyed to the City of West Jordan by Quit Claim Deed dated January 9, 2001, and recorded in the office of the Salt Lake County Recorder under Entry Number 7796714, in Book 8414, at Page 7232; thence North 00°35'03" West 33.00 feet, more or less, along said City property to the section line; thence South 89°55'39" East 291.32 feet, more or less, along said section line to the point of beginning.

The foregoing description contains 9,607 square feet, or 0.22 acres, more or less.

**Exhibit "X"**  
**(the "Purchase Area")**

That portion of the Northeast Quarter of Section 36, Township 2 South, Range 2 West of the Salt Lake Base and Meridian, more particularly described as follows, to wit:

Beginning at a point on the Westerly line of the plat of Market Square At Stone Creek Commercial Subdivision Phase 1, according to the official plat thereof, filed in the office of the Salt Lake County Recorder under Entry Number 7642240, in Book 2000P, at Page 121, said point being 1028.87 feet North 89°55'39" West along the section line and 33.00 feet South 00°04'21" West from the Northeast corner of Section 36, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence South 00°04'21" West 30.00 feet along said subdivision boundary; thence North 89°55'39" West 290.60 feet, more or less, to the Easterly line of that certain parcel of land conveyed to the City of West Jordan by Quit Claim Deed dated January 9, 2001, and recorded in the office of the Salt Lake County Recorder under Entry Number 7796714, in Book 8414, at Page 7232; thence North 00°35'03" West 30.00, more or less, along said City property; thence South 89°55'39" East 290.94 feet, more or less, to the point of beginning.

The foregoing description contains 8,723 square feet, or 0.20 acres, more or less.

**Exhibit "Y"**  
**(the "Property")**

That portion of the Northeast Quarter of Section 36, Township 2 South, Range 2 West of the Salt Lake Base and Meridian, more particularly described as follows, to wit:

Beginning at a point 1028.87 feet North 89°55'39" West along the section line from the Northeast corner of Section 36, Township 2 South, Range 2 West of the Salt Lake Base and Meridian, said point being the most Northwesterly corner of the plat of Market Square At Stone Creek Commercial Subdivision Phase 1, according to the official plat thereof, filed in the office of the Salt Lake County Recorder under Entry Number 7642240, in Book 2000P, at Page 121; thence South 00°04'21" West 63.00 feet along the Westerly line of said subdivision; thence North 89°55'39" West 290.60 feet, more or less, to the Easterly line of that certain parcel of land conveyed to the City of West Jordan by Quit Claim Deed dated January 9, 2001, and recorded in the office of the Salt Lake County Recorder under Entry Number 7796714, in Book 8414, at Page 7232; thence North 00°35'03" West 63.00 feet, more or less, along said City property to the section line; thence South 89°55'39" East 291.32 feet, more or less, along said section line to the point of beginning.

The foregoing description contains 18,330 square feet, or 0.42 acres, more or less.

**Exhibit "Z"**

WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Recorder  
8000 South Redwood Road  
West Jordan, Utah 84088

APN: Portion of: 20-36-226-001

---

**SPECIAL WARRANTY DEED**

**KICK CREEK, L.L.C., a Utah Limited Liability Company, and DOVES LANDING, L.C., a Utah Limited Liability Company, and CANYON RANCHES, L.C., a Utah Limited Liability Company (hereinafter referred to as "Grantor"),** whose principal office address is 225 S 200 E #300, Salt Lake City, Utah 84111, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and warrant against all who claim by, through or under the Grantor, to the **CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah (hereinafter referred to as "Grantee"),** whose principal office address is 8000 South Redwood Road, West Jordan, Utah 84088, the following parcels of real property located in Salt Lake County, State of Utah, more particularly described as follows, to wit:

That portion of the Northeast Quarter of Section 36, Township 2 South, Range 2 West of the Salt Lake Base and Meridian, more particularly described as follows, to wit:

Beginning at a point 1028.87 feet North 89°55'39" West along the section line from the Northeast corner of Section 36, Township 2 South, Range 2 West of the Salt Lake Base and Meridian, said point being the most Northwesterly corner of the plat of Market Square At Stone Creek Commercial Subdivision Phase 1, according to the official plat thereof, filed in the office of the Salt Lake County Recorder under Entry Number 7642240, in Book 2000P, at Page 121; thence South 00°04'21" West 63.00 feet along the Westerly line of said subdivision; thence North 89°55'39" West 290.60 feet, more or less, to the Easterly line of that certain parcel of land conveyed to the City of West Jordan by Quit Claim Deed dated January 9, 2001, and recorded in the office of the Salt Lake County Recorder under Entry Number 7796714, in Book 8414, at Page 7232; thence North 00°35'03" West 63.00 feet, more or less, along said City property to the section line; thence South 89°55'39" East 291.32 feet, more or less, along said section line to the point of beginning.

TO HAVE AND TO HOLD the described property, together with the tenements, hereditaments, and appurtenances belonging to the property to Grantee, Grantee's successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this 28th day of October, 2014.

KICK CREEK, L.L.C., a Utah Limited Liability Company

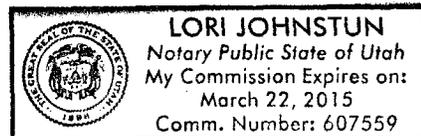
By: Ryan Peterson

Its: MANAGER

STATE OF Utah )  
: SS.  
COUNTY OF Salt Lake )

On this 28th day of October, 2014, personally appeared before me Ryan Peterson, who being by me duly sworn did say that s/he is the manager of KICK CREEK, L.L.C., a Utah Limited Liability Company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company.

Lori Johnston  
NOTARY PUBLIC



My Commission Expires: 03.22.2015

Residing in SLC, Utah

[SIGNATURES CONTINUED ON NEXT PAGE]





Exhibit "T"

Offer to Purchase

Project No: N/A Parcel No(s): N/A  
Job/Proj /Auth No: N/A Pin No. N/A Tax ID: 20-36-226-001  
Project Location: 4977 West 7800 South  
County of Property: Salt Lake  
Property Address: 4977 West 7800 South, West Jordan, Utah 84081  
Owner / Grantor(s): Kick Creek, L.L.C., Doves Landing, L.C., Canyon Ranches, L.C.  
Owner's Address: 225 S 200 E #300, Salt Lake City, Utah 84111  
Primary Phone: N/A Owner's Home Phone: N/A Owner's Work Phone: (801) 532-2233

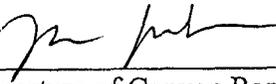
The City of West Jordan hereby makes you an offer of \$66,300.00 for your property.

The City of West Jordan declares that this offer is the amount that has been established by **Van Drimmelen and Associates Real Estate Appraisers** as payment and is in accordance with applicable state laws and requirements. Payment is defined as the fair market value of the property. This amount is based on the land, improvements and any fixtures considered real property.

The public use for which the property or property right is being acquired herein may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope projections, drainage appurtenance, noise abatement, landscaping, and other related transportation uses.

Date: 10/28/14 By:   
Signature of Kick Creek, L.L.C., Manager

Date: 10/28/14 By:   
Signature of Doves Landing, L.C., Manager

Date: 10/28/14 By:   
Signature of Canyon Ranches, L.C., Manager

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Signature of City of West Jordan, Agent

Exhibit "U"

**VOLUNTARY ACQUISITION  
Acknowledgement**

Project: 7800 South Corridor Preservation

Parcel: 20-36-226-001

Name: Kick Creek, L.L.C., Doves Landing, L.C., Canyon Ranches, L.C.

The City of West Jordan, Utah, is interested in voluntarily acquiring your property at approximately 4977 West 7800 South, West Jordan, Utah 84081, for a Road Construction Project, which may be eligible for future funding assistance from the Federal Highway Administration.

The City of West Jordan will **not** pursue acquisition by eminent domain in the event you are not interested in selling your property, or if we cannot reach a voluntary agreement for the purchase of your property.

The City of West Jordan is acquiring your property for transportation corridor preservation and your property is not a necessary part of a funded transportation project at this time. Therefore, under corridor preservation guidelines, the City of West Jordan may only acquire your property if you are willing to voluntarily sell it, and the City of West Jordan is prohibited from using eminent domain to acquire your property (Utah Code Ann. Section 72-5-402(2)).

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants, who move as a result of a voluntary acquisition, are **not** eligible for relocation assistance. The property owners understand and acknowledge that if he/she/they waited for the funded project for this portion of the roadway, they would be eligible for relocation benefits pursuant to 49 CFR 24. However, by signing below the property owners understand and acknowledge that he/she/they are not entitled to any relocation benefits for the voluntary purchase of the property in advance of a funded project and freely choose to sell the property to the City of West Jordan before the project is funded.

*Rye Peterson* \_\_\_\_\_ Date 10/28/14  
Signature of Kick Creek, L.L.C., Manager

*Rye Peterson* \_\_\_\_\_ Date 10/28/14  
Signature of Doves Landing, L.C., Manager

*Rye Peterson* \_\_\_\_\_ Date 10/28/14  
Signature of Canyon Ranches, L.C., Manager

## Exhibit "V"

Project No: N/A                      Parcel No(s): N/A  
Job/Proj /Auth No: N/A              Pin No. N/A      Tax ID: 20-36-226-001  
Project Location: 4977 West 7800 South  
County of Property: Salt Lake  
Property Address: 4977 West 7800 South, West Jordan, Utah 84081  
Owner / Grantor(s): Kick Creek, L.L.C., Doves Landing, L.C., Canyon Ranches, L.C.  
Owner's Address: 225 S 200 E #300, Salt Lake City, Utah 84111  
Primary Phone: N/A      Owner's Home Phone: N/A      Owner's Work Phone: (801) 532-2233

### RIGHT OF WAY DONATION

KICK CREEK, L.L.C., a Utah Limited Liability Company, and DOVES LANDING, L.C., a Utah Limited Liability Company, and CANYON RANCHES, L.C., a Utah Limited Liability Company (hereinafter referred to as "Grantor"), hereby acknowledges that it has the right to receive just compensation for the right of way parcel described in Exhibit "V-1", attached hereto and incorporated herein, but agrees to donate said property to the City of West Jordan without compensation, and to deliver the properly executed deed(s) to the City of West Jordan, with any and all releases necessary to provide the City of West Jordan with clear title. Moreover, Grantor understands that it has the right to know the appraised value of the property being donated, and the City of West Jordan has provided Grantor with a copy of a recently completed MAI certified appraisal which details the fair market value of the price per acre for said property.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this 28th day of October, 2014.

KICK CREEK, L.L.C., a Utah Limited Liability Company

By: Ryan Peterson

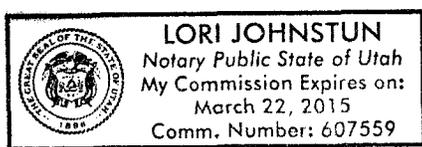
Its: MANAGER

STATE OF Utah )

COUNTY OF Salt Lake ) : SS.

On this 28th day of October, 2014, personally appeared before me Ryan Peterson, who being by me duly sworn did say that s/he is the Manager of KICK CREEK, L.L.C., a Utah Limited Liability Company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company.

Lori Johnston  
NOTARY PUBLIC



My Commission Expires: 03.22.2015

Residing in SLC, Utah

[SIGNATURES CONTINUED ON NEXT PAGE]

20 19





**Exhibit "V-1"**  
**(the "Donation Area")**

That portion of the Northeast Quarter of Section 36, Township 2 South, Range 2 West of the Salt Lake Base and Meridian, more particularly described as follows, to wit:

Beginning at a point 1028.87 feet North 89°55'39" West along the section line from the Northeast corner of Section 36, Township 2 South, Range 2 West of the Salt Lake Base and Meridian, said point being the most Northwesterly corner of the plat of Market Square At Stone Creek Commercial Subdivision Phase 1, according to the official plat thereof, filed in the office of the Salt Lake County Recorder under Entry Number 7642240, in Book 2000P, at Page 121; thence South 00°04'21" West 33.00 feet along the Westerly line of said subdivision; thence North 89°55'39" West 290.94 feet, more or less, to the Easterly line of that certain parcel of land conveyed to the City of West Jordan by Quit Claim Deed dated January 9, 2001, and recorded in the office of the Salt Lake County Recorder under Entry Number 7796714, in Book 8414, at Page 7232; thence North 00°35'03" West 33.00 feet, more or less, along said City property to the section line; thence South 89°55'39" East 291.32 feet, more or less, along said section line to the point of beginning.

The foregoing description contains 9,607 square feet, or 0.22 acres, more or less.

*OC*  
~~23~~ 22

**Exhibit "V-1"**  
**(the "Donation Area")**

That portion of the Northeast Quarter of Section 36, Township 2 South, Range 2 West of the Salt Lake Base and Meridian, more particularly described as follows, to wit:

Beginning at a point 1028.87 feet North 89°55'39" West along the section line from the Northeast corner of Section 36, Township 2 South, Range 2 West of the Salt Lake Base and Meridian, said point being the most Northwesterly corner of the plat of Market Square At Stone Creek Commercial Subdivision Phase 1, according to the official plat thereof, filed in the office of the Salt Lake County Recorder under Entry Number 7642240, in Book 2000P, at Page 121; thence South 00°04'21" West 33.00 feet along the Westerly line of said subdivision; thence North 89°55'39" West 290.94 feet, more or less, to the Easterly line of that certain parcel of land conveyed to the City of West Jordan by Quit Claim Deed dated January 9, 2001, and recorded in the office of the Salt Lake County Recorder under Entry Number 7796714, in Book 8414, at Page 7232; thence North 00°35'03" West 33.00 feet, more or less, along said City property to the section line; thence South 89°55'39" East 291.32 feet, more or less, along said section line to the point of beginning.

The foregoing description contains 9,607 square feet, or 0.22 acres, more or less.

*OC*  
~~23~~ 22

**THE CITY OF WEST JORDAN, UTAH**

A Municipal Corporation

**RESOLUTION NO. 14-161**

**A RESOLUTION TO SIGN A RIGHT OF OCCUPANCY AGREEMENT WITH KICK CREEK, L.L.C., DOVES LANDING, L.C., AND CANYON RANCHES, L.C.**

Whereas, the City of West Jordan (the "City") has an imminent project to widen a section of 7800 South Street (the "Project"); and

Whereas, the property within the Project boundary is currently owned by Kick Creek, L.L.C., Doves Landing, L.C., and Canyon Ranches, L.C., (the "Property Owner"); and

Whereas, the Property Owner has agreed to allow the City to construct the Project and permanently occupy the property subject to the City agreeing to purchase the property in the near future; and

Whereas, the terms and conditions of the City's occupancy and future purchase of the property is described in the attached Right of Occupancy Agreement; and

Whereas, the City is allowed to enter into contracts and agreements pursuant to the Utah Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is hereby authorized and directed to sign the attached Right of Occupancy Agreement between the City of West Jordan and the Property Owner.

Section 2. This resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 27<sup>th</sup> day of August, 2014.

CITY OF WEST JORDAN

By: 

KIM ROLFE



ATTEST:

By: 

MELANIE S. BRIGGS, MMC  
City Clerk



## RIGHT OF OCCUPANCY AGREEMENT

**KICK CREEK, L.L.C., a Utah limited liability company; and, DOVES LANDING, L.C., a Utah limited liability company; and, CANYON RANCHES, L.C., a Utah limited liability company** (Property Owner), hereby grants to the City of West Jordan and its contractors (West Jordan), permission to enter upon, take possession of, and commence construction of its public works facility (the Project) on the property described in the attached Exhibit A (the Property), incorporated herein by this reference, subject to the terms and conditions contained herein. This Right of Occupancy is granted in anticipation of a future purchase by West Jordan and is intended to provide for occupancy of the Property pending West Jordan's receipt of funding as provided for in this agreement. Property Owner understands that, by executing this agreement, Property Owner has waived and abandoned all defenses to the eventual acquisition of the Property.

It is understood and agreed that the sum of Sixty Six Thousand Three Hundred and no/100 dollars (**\$66,300.00**) (the Payment) will be paid to the Property Owner in exchange for the Property Owner providing West Jordan fee simple title to the Property, subject to the terms and conditions outlined below. The Payment is based on an appraisal with an Effective Date of Valuation of June 20, 2014, completed by Michele Jakob of Van Drimmelen and Associates Real Estate Appraisers (the Appraisal).

It is understood that West Jordan will seek a grant from the Council of Governments (the COG) through the corridor preservation funding program to pay the Property Owner the Payment. The Property Owner agrees to allow West Jordan to request the Payment from the COG in September 2014, and if the COG does not award West Jordan the Payment at that time, then the Property Owner agrees to allow West Jordan to request the Payment from the COG up to two additional occasions, which are in the spring and fall of 2015. West Jordan shall be obligated to make the Payment available no later than December 31, 2015 regardless of where the funds originate.

The Property Owner and West Jordan agree to close the transaction at First American Title Company within thirty (30) calendar days after the Payment becomes available, or as soon thereafter as reasonably practical. The Payment to the Property Owner shall be based on a City-approved final settlement statement to be produced by First American Title Company at the time of closing. This Right of Occupancy is not a conveyance; therefore, the property taxes are the responsibility of the Property Owner until the Property is conveyed to West Jordan.

The parties to this agreement understand that a title report may indicate that other third parties may have a claim to part of the Payment. It is understood that the Property Owner is obligated to provide good and marketable title to the Property when any conveyance is made to West Jordan. It is not the intent of this agreement to properly assess potential third-party claims. It shall be the sole obligation of the Property Owner to satisfy such claims and deliver good and marketable title to West Jordan. It shall also be the sole obligation of the Property Owner to hold West Jordan harmless as to such encumbrances. The Property Owner shall not encumber the Property, financially or otherwise, after signing this agreement.







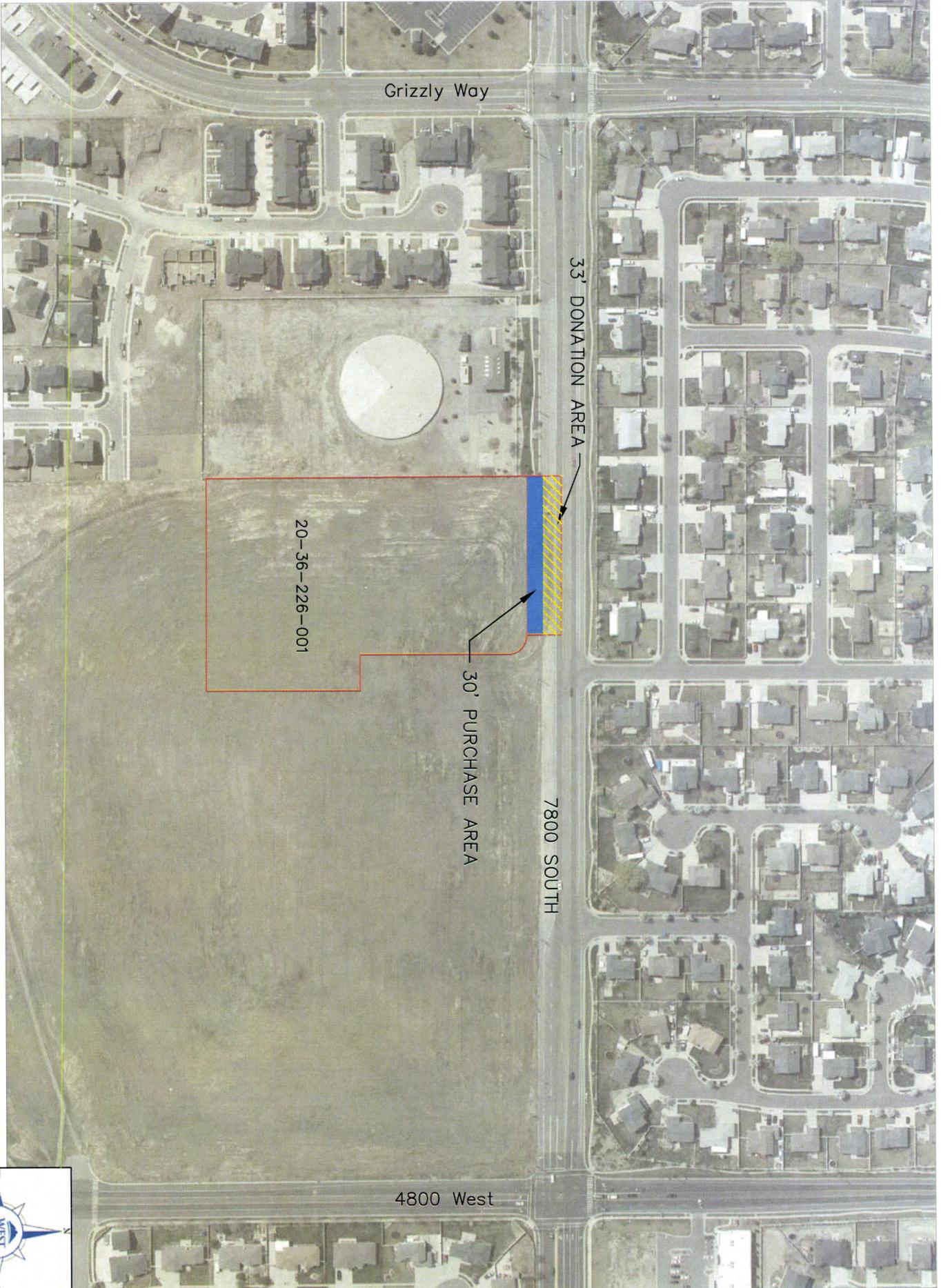
EXHIBIT "A"

That portion of the Northeast Quarter of Section 36, Township 2 South, Range 2 West of the Salt Lake Base and Meridian, more particularly described as follows, to wit:

Beginning at a point 1028.87 feet North 89°55'39" West along the section line from the Northeast corner of Section 36, Township 2 South, Range 2 West of the Salt Lake Base and Meridian, said point being the most Northwesterly corner of the plat of Market Square At Stone Creek Commercial Subdivision Phase 1, according to the official plat thereof, filed in the office of the Salt Lake County Recorder under Entry Number 7642240, in Book 2000P, at Page 121; thence South 00°04'21" West 63.00 feet along the Westerly line of said subdivision; thence North 89°55'39" West 290.60 feet, more or less, to the Easterly line of that certain parcel of land conveyed to the City of West Jordan by Quit Claim Deed dated January 9, 2001, and recorded in the office of the Salt Lake County Recorder under Entry Number 7796714, in Book 8414, at Page 7232; thence North 00°35'03" West 63.00 feet, more or less, along said City property to the section line; thence South 89°55'39" East 291.32 feet, more or less, along said section line to the point of beginning.

The foregoing description contains 18,330 square feet, or 0.42 acres, more or less.

The foregoing description affects a portion of Salt Lake County Parcel No.: 20-36-226-001.



PARCEL 20-36-226-001

