

EASEMENT/PURCHASE AGREEMENT

RE 2524:16

Project No. CJ 94-0107 Project: Creek Road Widening/1300 East - Highland Drive
Parcel No. 16:CR, 16:CE, 16:2CE Location: 1262 E. Creek Road
Mailing Address: 7645 S. Union Park Ave., Midvale, UT 84047

This AGREEMENT is made and executed this 19th day of May, 1999, by and between Hans Olsen, hereinafter referred to as SELLER, which expression shall include their heirs, administrators, and assigns, and SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY.

IN CONSIDERATION of the covenants and conditions set forth herein, it is mutually agreed by the parties hereto as follows:

1. SELLER agrees to sell, convey, and deliver to the herein mentioned escrow a permanent/temporary easement interest to COUNTY on, over, across and under the real property described in attached Exhibit "A" - Perpetual Easement, Parcel No. 16:CR, for the purpose of construction, operation, maintenance, inspection, cleaning, repair and alteration of the Union and East Jordan Ditch, together with all flood control structures and appurtenances, in connection with the Creek Road Widening project, Exhibit "B" - Temporary Construction Easement, Parcel No. 16:CE, for the purpose of roadway construction, reconstruction and adjusting for any resulting elevation changes between the Seller's property and the improved Creek Road Widening project, and Exhibit "C" - Temporary Construction Easement, Parcel No. 16:2CE, for the purpose of roadway construction, reconstruction and adjusting for any resulting elevation changes between the Seller's property and the improved Creek Road Widening project.

2. IN CONSIDERATION of the sale and conveyance of said Right of Way, COUNTY shall pay the SELLER the amount of \$1,900.00 payable as follows: one lump sum at closing.

3. SELLER and COUNTY understand and agree that this Agreement shall not be considered final until approved and executed by the Salt Lake County Board of Commissioners.

4. SELLER and COUNTY agree that Joyce M. Valdez of Salt Lake County Real Estate Section act as escrow agent in accordance with the terms of this Agreement for the parties hereto.

5. It is agreed that the terms herein constitute the entire Agreement between SELLER and COUNTY and that no verbal statement made by anyone shall be construed to be part of this Agreement unless incorporated in writing herein.

6. If either party default in any of the covenants or agreements contained herein, the defaulting party shall pay all expenses of enforcing this Agreement, or any of the expenses arising out of breach of this Agreement, including reasonable attorney's fee.

7. It is agreed that the right of way granted pursuant to this Agreement shall be subject to the following conditions:

- a. The COUNTY and its agents and contractors, in performance of any work on the Right of Way, shall restore all property through which work traverses, to as near its original condition as is reasonably possible.
b. SELLER and its successors in interest shall have the right to use said property, except for the purposes said property is conveyed to COUNTY, provided such use shall not interfere with or endanger COUNTY'S Easement or facilities constructed thereon.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 19th day of May, 1999.

RECOMMENDED FOR APPROVAL:

By: Leo Tolui Acquisition Officer

By: Chief Appraiser

ATTEST:

Sherie Swensen Salt Lake County Clerk
By Linda [Signature] - Deputy

SELLER(S):

Hans Olsen

BUYER: Salt Lake County

By: May Callaghan Board of County Commissioners

BK8279PG3174

7361255

Exhibit A

WHEN RECORDED, RETURN TO:  
SALT LAKE COUNTY REAL ESTATE SECTION

**PERPETUAL  
EASEMENT  
INDIVIDUAL(S)**

HANS OLSEN, GRANTOR(s), of Salt Lake County, State of Utah, hereby Grant(s) and Convey(s) to SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual easement under, over and across the following described property for purposes of construction, operation, maintenance, inspection, cleaning, repair and alteration of the Union and East Jordan Ditch, together with all flood control structures and appurtenances, in connection with Creek Road Widening and Reconstruction, 1300 East to 2000 East", a Salt Lake County Project, to wit:

Said parcel of land is located in the NE¼SE¼ of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and described as follows:

Beginning in the southerly boundary line of said parcel, being 42.07 ft perpendicularly distant northwesterly from the control line of said project, which point is 1088.87 ft North and 595.34 ft West and 150.00 ft N. 36°15'00" E. and 108.00 ft S. 51°47'00" E. and 141.15 ft. N. 45°37'50" E. from the Southeast corner of said Section 29; and running thence N. 32°20'43" W. 11.76 ft; thence S. 45°37'50" W. 19.50 ft along a line parallel with the southerly boundary line of said parcel; thence S. 44°22'10" E. 11.50 ft to the southerly boundary line of said parcel; thence N. 45°37'50" E. 17.05 ft to the point of beginning. The above described parcel of land contains 210 square feet in area or 0.005 acre, more or less.

(Note: Rotate all bearings in the above description 0°05'43" counter-clockwise to match highway bearings.)

WITNESS, the hand of said GRANTOR(s),

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

STATE OF UTAH                    )  
  : ss.  
County of Salt Lake            )

On the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me Hans Olsen the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

(NOTARY SEAL)  
My commission expires:

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Residing in

PREPARED BY: DJF      DATE: September 29, 1998  
CHECKED BY: MDC      DATE: September 29, 1998  
REVISED BY: GSD      DATE: March 2, 1999

PROJECT NO. CJ-94-0107  
PARCEL NO. 16:CR  
WEST SIDE OF HIGHWAY

BK8279PG3175

Exhibit B

WHEN RECORDED, RETURN TO:  
SALT LAKE COUNTY REAL ESTATE SECTION

**TEMPORARY CONSTRUCTION  
EASEMENT  
INDIVIDUAL(S)**

HANS OLSEN, GRANTOR(s), of Salt Lake County, State of Utah, hereby Grant(s) and Convey(s) to SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a temporary construction easement under, over and across the following described property incidental to the roadway construction, reconstruction and adjusting for any resulting elevation changes between the Grantor's property and the improved "Creek Road Widening and Reconstruction, 1300 East to 2000 East", a Salt Lake County Roadway Project to wit:

Said parcel of land is located in the NE¼SE¼ of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and described as follows:

Beginning in the southerly boundary line of an entire tract of property, being 58.66 ft perpendicularly distant northwesterly from the control line of said project, which point is 1088.87 ft North and 595.34 ft West and 150.00 ft N. 36°15'00" E. and 108.00 ft S. 51°47'00" E. and 124.10 ft. N. 45°37'50" E. from the Southeast corner of said Section 29; and running thence N. 44°22'10" W. 11.50 ft; thence N. 45°37'50" E. 19.50 ft; thence N. 32°20'43" W. 32.89 ft; thence S. 1°44'45" W. 48.61 ft; thence S. 35°44'57" E. 10.13 ft to the southerly boundary line of said entire tract; thence N. 45°37'50" E. 10.20 ft to the point of beginning. The above described parcel of land contains 535 square feet in area or 0.012 acre, more or less.

(Note: Rotate all bearings in the above description 0°05'43" counter-clockwise to match highway bearings.)

This temporary construction easement is taken for a 18 month period to commence with construction, and unless the construction contemplated hereunder is completed prior thereto, this temporary construction easement will expire of its own terms on December 31, 2000.

WITNESS, the hand of said GRANTOR(s),

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

STATE OF UTAH                    )  
  : ss.  
County of Salt Lake            )

On the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, personally appeared before me Hans Olsen the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

(NOTARY SEAL)  
My commission expires:

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Residing in

PREPARED BY: DJF      DATE: October 8, 1998  
CHECKED BY: MDC      DATE: October 8, 1998  
REVISED BY: GSD      DATE: March 2, 1999

PROJECT NO. CJ-94-0107  
PARCEL NO. 16:CE  
WEST SIDE OF HIGHWAY

BK8279PG3176

Exhibit C

WHEN RECORDED, RETURN TO:  
SALT LAKE COUNTY REAL ESTATE SECTION

**TEMPORARY CONSTRUCTION  
EASEMENT  
INDIVIDUAL(S)**

HANS OLSEN, GRANTOR(s), of Salt Lake County, State of Utah, hereby Grant(s) and Convey(s) to SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a temporary construction easement under, over and across the following described property incidental to the roadway construction, reconstruction and adjusting for any resulting elevation changes between the Grantor's property and the improved "Creek Road Widening and Reconstruction, 1300 East to 2000 East", a Salt Lake County Roadway Project to wit:

Said parcel of land is located in the NE¼SE¼ of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and described as follows:

Beginning at the Southeast corner of said entire tract which corner is 1088.87 ft North and 595.34 ft West and 150.00 ft N. 36°15'00" E. and 108.00 ft S. 51°47'00" E. and 149.79 ft. N. 45°37'50" E. from the Southeast corner of said Section 29; and running thence N. 32°15'00" W. 90.50 ft along the easterly boundary of said entire tract to the Northeast corner of said entire tract ; thence S. 89°52'00" W. 10.16 ft along the northerly line of said entire tract to a point 39.02 ft perpendicularly distant southwesterly from the control line of said project; thence S. 32°20'43" E. 97.72 ft to the southerly boundary line of said entire tract, which point is 42.07 ft perpendicularly distant northwesterly from said control line; thence N. 45°37'50" E. 8.64 ft along said southerly boundary line to the point of beginning as shown on the Record of Survey of said project on file in the office of the Salt Lake County Surveyor. The above described parcel contains 802 square feet in area or 0.018 acre, more or less.

(Note: Rotate all bearings in the above description 0°05'43" counter-clockwise to match highway bearings.)

This temporary construction easement is taken for a \_\_\_\_ month period to commence with construction, and unless the construction contemplated hereunder is completed prior thereto, this temporary construction easement will expire of its own terms on \_\_\_\_\_, 2000.

WITNESS, the hand of said GRANTOR(s),

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

STATE OF UTAH                    )  
  : ss.  
County of Salt Lake            )

On the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, personally appeared before me Hans Olsen the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

(NOTARY SEAL)  
My commission expires:

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Residing in

PREPARED BY: DJF      DATE: October 8, 1998  
CHECKED BY:  MDC      DATE: October 8, 1998  
REVISED BY:  GSD      DATE: April 16, 1999

PROJECT NO. CJ-94-0107  
PARCEL NO. 16\_2:CE  
WEST SIDE OF HIGHWAY

BK 8279 PG 3177





