

Nolan Hathcock - FW: Garage 94/Tamie Ogden property

From: Dan Simons <dsimons@naiwest.com>
To: Nolan Hathcock <NHathcock@SANDY.UTAH.GOV>
Date: 12/16/2011 10:23 AM
Subject: FW: Garage 94/Tamie Ogden property
CC: "DMEDINA@SANDY.UTAH.GOV" <DMEDINA@SANDY.UTAH.GOV>
Attachments: Garage 94-12-16-2011.pdf

Nolan

"Perfect" will have to do! Thanks.

Make it a great day and a better tomorrow!

Dan

From: Nolan Hathcock [mailto:NHathcock@SANDY.UTAH.GOV]
Sent: Friday, December 16, 2011 8:56 AM
To: Dan Simons
Subject: RE: Garage 94/Tamie Ogden property

>>> Dan Simons <dsimons@naiwest.com> 12/16/2011 7:55 AM >>>

Nolan

I agree with your concerns. However, Tami will ask about the area between the 33' canal easement and Garage 94's former east fence since that is part of the area that was not included in what Ogden's deeded to M&M. It's the remainder piece you mentioned we would not be taking since the canal easement typically doesn't extend that far. I just wanted to know what that area is so I will be prepared to answer her question when it comes up. Hope that clears up the muddy explanation I gave last time.

Make it a great day and a better tomorrow!

Dan

Dan,

I believe that area is included in what was deeded to Garage 94. I have attached another plot of this area.

The heavy dark blue line is the legal description contained in the deed from Ogden to Garage 94. The red line is the area of that legal description within the 33' canal right of way. The green line is the area in between Garage 94's old east fence line and the 33' canal right of way line. It contains about 529 square feet. Even though it lies east of the fence it is still within the area defined by the legal description in the Warranty Deed to Garage 94. It is not part of the "Excepted" area because it does not lie in the canal or the Canal Company Right of Way.

From: Nolan Hathcock [mailto:NHathcock@SANDY.UTAH.GOV]
Sent: Friday, December 16, 2011 7:44 AM
To: Dan Simons

Subject: RE: Garage 94/Tamie Ogden property

Dan,

I'm not sure what you need. The 1168 square feet should be the total of the "Less and Excepting" area. The Warranty Deed from Ogden to Garage 94 excepts "any portion lying within the East Jordan Canal and the East Jordan Canal Company Right of Way."

The "canal" is easy enough to define. It is everything within the canal channel. The "Canal Company Right of Way" according to Bill Marcovecchio, president of the East Jordan Canal Company, is 33 feet from the centerline of the canal channel. He was very clear on that point.

From the aerial photo it is obvious that there is more area west of the 33' right of way line that has been graded and used by the Canal Company and is on the east side of the old fence between Garage 94 and the canal but because of Marcovecchio's assertion that the canal right of way ends at 33 feet from the centerline I was afraid to try and include that area. Is this the area that you are referring to?

>>> Dan Simons <dsimons@naiwest.com> 12/15/2011 4:24 PM >>>

Nolan

If not too much trouble could you calculate the remaining area, total area and dimensions, in the "Less and Excepting" property that is not included in the 33' easement area we have been discussing. I'm sure it will be a point of discussion that will come up with Tami.

Thanks

Make it a great day and a better tomorrow!

Dan

From: Nolan Hathcock [mailto:NHathcock@SANDY.UTAH.GOV]

Sent: Thursday, December 15, 2011 1:01 PM

To: Dan Simons

Subject: RE: Garage 94/Tamie Ogden property

Hello Dan,

I have attached a .pdf file plotting the area that we want to acquire from Ogden divided into useable and unuseable areas. It looks like that of the 1168 square feet, about 838 square feet are useable and the remaining 330 square feet is in the canal or on the steep canal bank.

>>> Dan Simons <dsimons@naiwest.com> 12/14/2011 8:55 AM >>>

Good Morning Nolan

Can you tell me divide the legal description you came up with for the "less and excepting" portion the City wants to acquire from Tamie Ogden into two

In discussions with Scott and Dan, and their discussions with the Mayors and Attorneys office, we want to

approach Tami with acquisition of the useable area of the property along the canal bank and a donation of that area within the canal (underwater). Would you figure out what the two areas comprise as far as square footage so I can use those figures to come up with the purchase price? That will help us in this process.

Thanks.

Make it a great day and a better tomorrow!

Dan

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From: Nolan Hathcock [mailto:NHathcock@SANDY.UTAH.GOV]

Sent: Monday, October 17, 2011 11:27 AM

To: Dan Simons

Cc: Dan Medina

Subject: Garage 94/Tamie Ogden property

MEMORANDUM

TO: Dan Simons

FROM: Nolan Hathcock

RE: Tamie Ogden Property/East Jordan Canal

DATE: October 17, 2011

Dan,

I have attached a .pdf file showing the area Sandy City would like to acquire from Tamie Ogden along with a Word file containing the description of the property.

As we discussed last week I cannot find a plat or document that specifies the width of the East Jordan Canal. In a telephone conversation with Bill Marcovecchio, president of the East Jordan Canal Company, Mr. Marcovecchio told me that the long established right of way width is 66 feet, 33 feet each side of the centerline of the canal. He also told me that construction on the canal commenced in 1878 and that the canal was in service in 1882 and has been operating ever since.

The Salt Lake County sidwell maps do not show parallel lines for the right and left sides of the canal. It appears that the only information that places a location of the canal right of way lines in the public record is a survey and the recording of a subsequent deed containing a description based upon the survey. The canal right of way lines shown on the sidwell maps are not smooth. They seem to jog in and out with each property. I have attached a file of the sidwell maps.

It appears that the canal right of way has been defined in some areas by old fence lines and other occupation. The recorded plat of Devlin Plaza which is bounded on the west by the canal shows the "East Jordan Canal Easement" right of way following existing fence lines. Devlin Plaza is located on the east side of the canal four or five hundred feet north of 9400 South Street. I have also attached an image file of Devlin plaza.

I located the old chain link fence line on the easterly side of the Garage 94 property which separated the garage operation from the East Jordan Canal on August 2, 2008. The fence is a 6' chain link and appeared to have been there for a long period of time. This fence now appears to have been removed and a fence has been placed across the canal bank access road on the westerly side of the canal at 9400 South Street.

If you have any questions give me a call at 801-568-2965.

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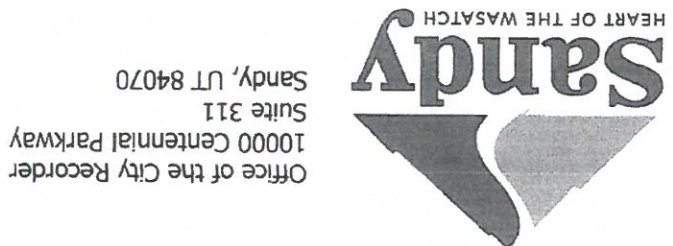
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January 15, 2014

Joe Scovel
8530 Harvard Park Drive
Sandy, Utah 84094

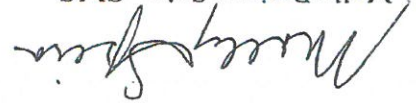
Dear Mr. Scovel:

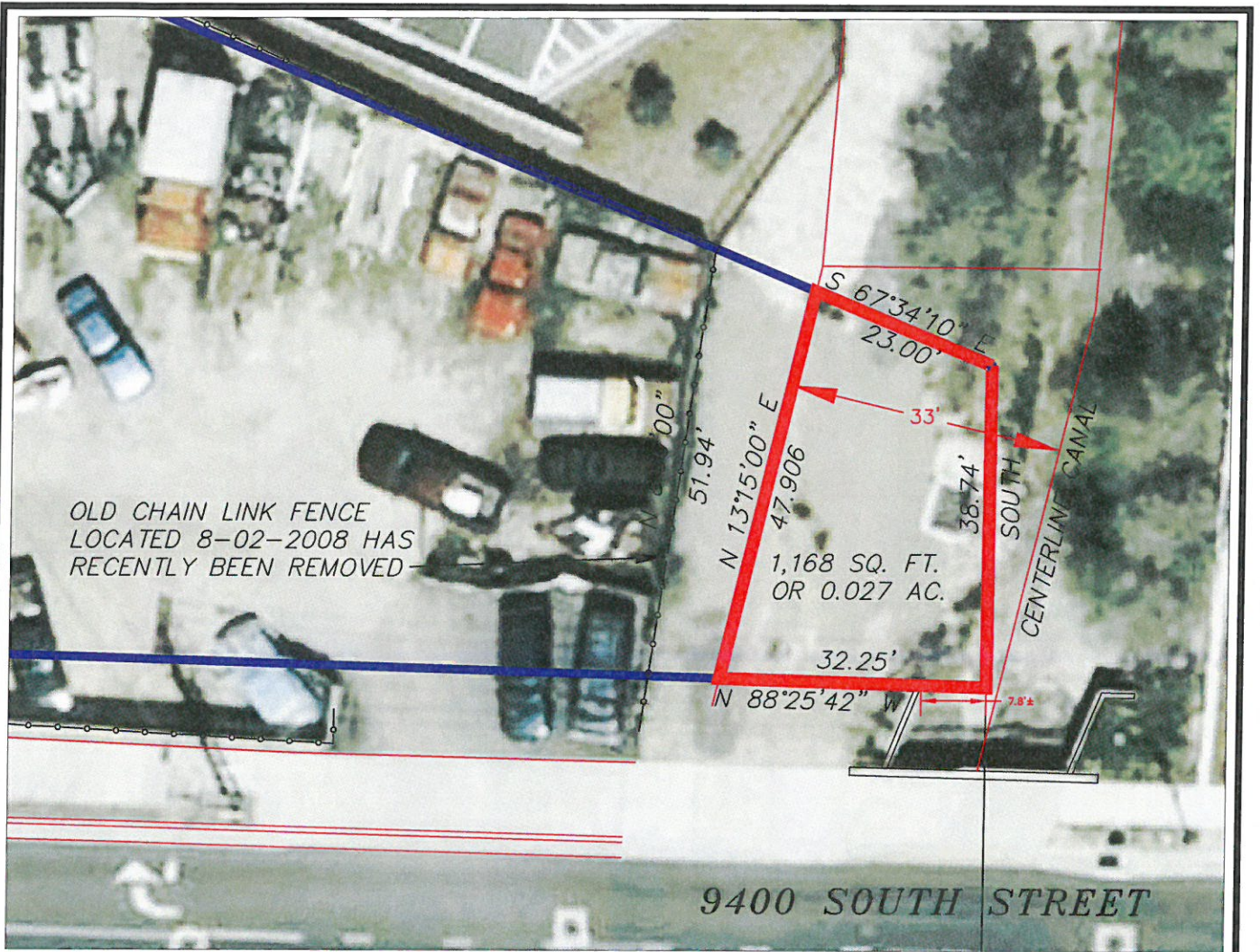
This letter is in response to your GRAMA Request dated January 9, 2014 requesting a "purchase contract between Sandy City and Tami Ogden in re: City's purchase of .035 acres at 48 West 9400 South, Sandy, Utah".

You made that very same request in a GRAMA dated April 11, 2013. At that time we scoured our records and did not find any such purchase contract. We did find a Quit Claim Deed and were happy to share that information with you at no charge.

This letter is not a denial. This letter is reiterating that the document you request does not exist.

Sincerely,


Molly Berigan Spira, CMC
Sandy City Recorder



Area proposed to be acquired by Sandy City from Tamie Ogden.

A parcel of land situate in the Southeast Quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian being that portion of a parcel of land conveyed by Warranty Deed recorded October 2, 2007 found as Entry No. 10238037 in Book 9521 at Page 7358 in the office of the Salt Lake County recorder which is described in the description contained in said Warranty Deed as "LESS AND EXCEPTING therefrom any portion lying within the East Jordan Canal and the East Jordan Canal Company Right of Way." said portion is herein described by metes and bounds as follows:

Beginning at a point on the North Right of Way line of 9400 South Street; said point being West 363.00 feet and North 78.45 feet from the Southeast Corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 88°25'42" West along said North Right of Way line of 9400 South Street 32.25 feet to a point perpendicularly distant 33 feet from the centerline of the East Jordan Canal; thence parallel with and 33 feet perpendicularly distant westerly from the centerline of said East Jordan Canal, North 13°15'00" East 47.91 feet to intersect the northerly line of said parcel described in said Warranty Deed; thence along said northerly line, South 67°34'10" East 23.00 feet; thence along the easterly line of said parcel described in said Warranty Deed, South 38.74 feet to the point of beginning.

The above described portion of land contains approximately 1,168 square feet in area or 0.027 acre.

EXHIBIT F



N 88°25'42" W

8.32'

51.94'

529 sq. ft.
N 13°15'00" E

47.906

838 SQ. FT.
USEABLE AREA

32.25'

13.29'

S 67°34'10" E

23.00'

330 SQ. FT.
UNUSEABLE AREA

SOUTH 38.74'

CENTERLINE CANAL

7.8'±

33