

TAX SALE PROPERTY PURCHASE AGREEMENT

This TAX SALE PROPERTY PURCHASE AGREEMENT (“Agreement”) is made and executed this ___ day of June, 2021, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and Nicole Marie Nelson, hereinafter referred to as BUYER.

RECITALS

- A. COUNTY owns two parcels of land located at approximately 3501 South 1200 East, Millcreek, Utah, identified as Tax Id. Nos. 16-32-231-013 and 16-32-231-014, which were struck off to COUNTY after the tax sale in 1952.
- B. BUYER owns real property adjacent to these parcels, desires to purchase from the County any right, title, or interest of the County in and to all of the parcel known as Tax Id. No. 16-32-231-013 and a portion of the parcel known as Tax Id. No. 16-32-231-014 (collectively the “Property”), and has paid a fee of \$100, which amount shall be credited towards the purchase price of the Property. Legal descriptions of the Property are attached hereto as Exhibit 1 and incorporated herein by this reference.
- C. COUNTY has determined that the Property is not currently in public use, and the Salt Lake County Real Estate Section has determined that the value of the Property is \$4,950.00.

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

1. COUNTY agrees to convey and deliver to BUYER two quit-claim deeds for the Property (the “Quit-claim Deeds”), the forms of which is attached hereto as Exhibits 2-A and 2-B and incorporated herein by this reference.

2. IN CONSIDERATION for conveying the Property by the Quit-claim Deeds, BUYER shall pay COUNTY \$4,950.00 (the “Purchase Price”).

3. COUNTY makes no representations as to the title conveyed, nor as to BUYER's right of possession of the Property. Similarly, COUNTY makes no warranties or representations as to whether the Property is buildable or developable, nor does COUNTY make any representations regarding whether the Property complies with applicable zoning regulations. COUNTY does not warrant or represent that the Property is habitable or in any particular condition. COUNTY also makes no warranties or representations regarding the accuracy of the assessment of the Property or the accuracy of the description of the real estate or improvements therein.

4. COUNTY and BUYER agree that time is of the essence of this Agreement.

5. COUNTY and BUYER understand and agree that this Agreement shall not be considered final until executed by the Mayor of Salt Lake County, pursuant to a resolution of the Salt Lake County Council.

6. COUNTY and BUYER agree that Derrick Sorensen of the Salt Lake County Real Estate Division shall act as closing agent in accordance with the terms of this Agreement for the parties hereto.

7. Upon receipt of the full Purchase Price from BUYER, COUNTY shall deliver the Quit-claim Deeds to BUYER.

8. CAMPAIGN CONTRIBUTIONS: BUYER acknowledges the prohibition of campaign contributions by contractors to COUNTY candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. BUYER also acknowledges and understands this prohibition means that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with BUYER maybe prohibited from making certain campaign contributions to COUNTY candidates. BUYER further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. BUYER represents, by executing this Agreement, that BUYER has not made or caused others to make any campaign contribution to any COUNTY candidate in violation of the above-referenced County ordinance.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ___ day of June, 2021.

COUNTY: Salt Lake County

RECOMMENDED FOR APPROVAL:

By _____
Mayor or Designee

Derrick L. Sorensen
Salt Lake County Property Manager

BUYER:

By: Nicole Marie Nelson

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

EXHIBIT 1
LEGAL DESCRIPTIONS

A parcel of land being part of Lot 9, Moeller's Addition, a subdivision of part of Lot 12, Block 22, Ten Acre Plat "A", Big Field Survey recorded November 22, 1941 as Entry No. 918063 in Book J of Plats, at Page 52 and described in that Auditor's Tax Deed recorded as Entry No. 1287687 in Book 932, at Page 122 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Northeast Quarter of Section 32, Township 1 South, Range 1 East, Salt Lake Base and Meridian and is described as follows:

The East 2 feet of the South 25.79 feet of Lot 9 of said Moeller's Addition.

The above-described parcel of land contains 52 Sq Ft, or 0.029 Ac. more or less.

Tax Serial No. 16-32-231-013

AND

A parcel of land being part of Lot 10, Moeller's Addition, a subdivision of part of Lot 12, Block 22, Ten Acre Plat "A", Big Field Survey recorded November 22, 1941 as Entry No. 918063 in Book J of Plats, at Page 52 and described in that Auditor's Tax Deed recorded as Entry No. 1287687 in Book 932, at Page 122 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Northeast Quarter of Section 32, Township 1 South, Range 1 East, Salt Lake Base and Meridian and is described as follows:

The South 24.84 ft of the West 48.92 feet of Lot 10 of said Moeller's Addition.

The above-described parcel of land contains 1,215 Sq Ft, or 0.027 Ac. more or less.

A Portion of Tax Serial No. 16-32-231-014

EXHIBIT 2-A
QUIT-CLAIM DEED
For
Tax Id. No. 16-32-231-013

EXHIBIT 2-B
QUIT-CLAIM DEED
For
Portion of Tax Id. No. 16-32-231-014