

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING EXECUTION OF A REMAINDER PROPERTY PURCHASE AGREEMENT BETWEEN SALT LAKE COUNTY THE DAVID AND JANICE PRICE LIVING TRUST DATED JULY 8TH, 2021, REGARDING PROPERTY THAT IS A REMAMINDER PORTION OF A WHOLE PARCEL AFTER THE ESTABLISHMENT OF A PUBLIC RIGHT-OF-WAY ACROSS OTHER PORTIONS OF THE WHOLE PARCEL IN AN AREA KNOWN AS CAMP KEARNS

RECITALS

A. Salt Lake County (the “County”) owns several parcels of real property within an area of the Kearns Metro Township known as Camp Kearns.

B. After World War II, Camp Kearns was sold to various commercial interests; however, the roads in Camp Kearns, though heavily used, remained unimproved. Much of the area where the roads are located was eventually struck to the County at tax sale.

C. In 2017, the County entered into discussions with all of the property owners adjacent to the roads in Camp Kearns (“Camp Kearns Owners”) to discuss improving the roads within Camp Kearns.

D. The County and the Camp Kearns Owners entered into a Road Dedication Plat Agreement (“Agreement”) to formally dedicate and designate the roads as public rights-of-way and to grant permission for the construction of roads within the right of way funded by the County to pave and improve the unimproved roads within Camp Kerns (“Project”).

E. Pursuant to the Agreement, the County constructed the roads and prepared the Camp Kearns Road Dedication Plat (the “Plat”).

F. The Plat was approved by the Kearns Metro Township Planning Commission on April 28, 2021, and the Plat was recorded with the Salt Lake County Recorder’s Office on May 3, 2021, as Entry No. 13650698, Book 2021, Page 107.

directed to execute the Remainder Property Purchase Agreement, attached hereto as Exhibit 1 and to sign any other documents necessary to accomplish the purposes of the Remainder Property Purchase Agreement, including but not limited to the Quitclaim Deed attached as an exhibit to the Remainder Property Purchase Agreement.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this _____ day of _____, 2022.

SALT LAKE COUNTY COUNCIL

By: _____
Laurie Stringham, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Stringham voting _____
Council Member DeBry voting _____
Council Member Theodore voting _____
Council Member Granato voting _____
Council Member Alvord voting _____
Council Member Newton voting _____
Council Member Snelgrove voting _____

APPROVED AS TO FORM:

John E. Diaz

Digitally signed by John E. Diaz
Date: 2022.05.10 12:05:55
-06'00'

John E. Diaz
Deputy District Attorney

EXHIBIT 1

(Remainder Property Purchase Agreement)

REMAINDER PROPERTY PURCHASE AGREEMENT

PROJECT Camp Kearns Road Project PROJECT NO. E FCTB170001
PARCEL NO. TS2:7Q; #20-12-127-014
GRANTEE David and Janice Price Living Trust dated July 8th, 2021
GRANTEE ADDRESS 290 Shamrock Drive, Murray, Utah 84107
PROPERTY ADDRESS 4890 South Warehouse Road, Kearns, Utah

This AGREEMENT is made and executed this 3rd day of May 2022, between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY and the David and Janice Price Living Trust dated July 8th, 2021, herein after referred to as GRANTEE.

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 to GRANTEE a portion of the property located at approximately 4890 South Warehouse Road, which portion is more particularly described on Exhibit A attached hereto (the "Property").

2. The Property, being a remainder portion of a whole parcel after the establishment of a public right-of-way across other portions of the whole parcel pursuant to the Camp Kearns Road Dedication Plat recorded in accordance with the Road Dedication Plat Agreement entered into between COUNTY and GRANTEE ON October 13th, 2017, has little or no practical value to COUNTY. In addition, the conveyance of Property will clarify ownership of land adjacent to the right-of-way, provide mutual benefit to the citizens of COUNTY and Kearns Metro Township for better access to properties within the Camp Kearns area, including GRANTEE's property, eliminate further financial outlay by COUNTY to maintain the Property, and return the Property to the tax rolls. In recognition of these fact, no other consideration shall be due from GRANTEE to COUNTY unless stated herein.

3. COUNTY shall leave the Property in the same condition as it was when this contract was signed. No work, improvement, or alteration will be done to the Property other than what is provided for in this Contract. COUNTY agrees to maintain the Property until GRANTEE takes possession. COUNTY agrees not to sell the Property to anyone else, or to enter into any contract that will affect the use of the Property when GRANTEE takes possession.

4. All fixtures and improvements are to remain with the Property, including landscaping, retaining walls, and fences, if any.

5. The Property will be conveyed from COUNTY to GRANTEE by Quitclaim Deed in the form attached hereto as Exhibit B, free of all liens and encumbrances.

6. COUNTY agrees to pay any and all taxes assessed against the Property to the date of closing. GRANTEE agrees to pay all taxes assessed against the Property from and after the date of closing.

7. COUNTY and GRANTEE agree that the Salt Lake County Real Estate Section shall act as closing agent under the terms of this Agreement for the parties hereto.

8. The conveyances of the Property shall be upon Closing. Closing shall occur within ninety 90 days from the Effective Date of this Agreement. It is expressly understood that time is of the essence.

9. COUNTY makes the no warranties or representations as to the Property.

10. GRANTEE agrees to accept the Property "AS IS" on the date of possession. GRANTEE has inspected and investigated the Property and observed its physical characteristics and existing conditions, including, without limitation, surface, subsurface soil and water conditions, solid and hazardous wastes and hazardous substances on, under or adjacent to the

Property. GRANTEE assumes all risk of past, present and future environmental conditions on the Property, known and unknown, and the risk of adverse physical characteristics and conditions including but not limited to the presence of hazardous substances, materials or other contaminants, which may not have been revealed by GRANTEE's investigation. GRANTEE waives any and all objections to, complaints about, or claims regarding the Property, including but not limited to federal or state statutory or common law based actions and any private right of action under federal, state and local laws. GRANTEE agrees to indemnify, defend and hold COUNTY harmless from and against all claims, damages, costs, expenses, attorney's fees and liability arising out of or related to the condition of the Property at the time of Closing.

11. This contract shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

12. It is agreed that the terms herein constitute the entire Agreement between COUNTY and GRANTEE and that no verbal statement made by anyone relative to this Agreement shall be construed to be a part of this Agreement unless incorporated in writing herein. This Agreement shall be governed by the laws of the State of Utah.

13. If GRANTEE is a corporation, partnership, trust, estate, or other entity, the person executing this Agreement on its behalf warrants his or her authority to do so and to bind GRANTEE. COUNTY is a body corporate and politic of the State of Utah. The signature of the Mayor of Salt Lake County on this Agreement is subject to approval and adoption of a resolution by the Salt Lake County Council approving this Agreement and the transaction. The adoption of said resolution is required in order to bind COUNTY.

14. At the option of COUNTY, the transaction may be handled through a title and escrow company selected by COUNTY and at COUNTY expense.

15. The Effective Date of this Agreement shall be deemed the date when a fully executed copy of this Agreement, together with a copy of the recorded Camp Kearns Road Dedication Plat is deposited with the Closing Agent. In no event shall this Agreement become effective if the COUNTY and other property owners, including GRANTEE, fail to fully and uniformly execute the Road Dedication Plat Agreement for the dedication and constructions of roads within the Camp Kearns Road Project area.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ___ day of May 2022.

RECOMMENDED FOR APPROVAL:

SALT LAKE COUNTY

By: _____
Salt Lake County Real Estate Section

By: _____
Mayor or Designee

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By: John C. Diaz
Deputy District Attorney
Date: 5/10/2022

GRANTEE:
David and Janice Price Living Trust
dated July 8th, 2021
390 Shamrock Drive
Murray, Utah 84107

By: David Arthur Price
David Arthur Price, Trustee

By: Janice Price
Janice Price, Trustee

EXHIBIT "A"
(Property Description)

Exhibit A

Salt Lake County
Parcel TS 2:7Q to Price
Tax Parcel # 20-12-127-014
County Project No. EFCTB 170001
Surveyor WO No. SU20170054

Legal Description

A parcel of land being part of an entire tract located in the North Half of Section 12, Township 2 South, Range 2 West, Salt Lake Base and Meridian. Said entire tract is described in that Tax Sale Record, Entry # 4652442, in Book 6048, on Page 2467, recorded in the Office of the Salt Lake County Recorder. The boundary of said parcel of land is described as follows:

Beginning at a northerly corner of said entire tract, which point is 17.53 feet West along the section line and 1,058.88 feet South from the North Quarter corner of said Section 12, said point is also by record 590.663 feet South and 670.028 feet West and 812.05 feet S. 50°09'00" E. and 67.75 feet N. 39°50'30" E. from said North Quarter corner of Section 12; thence S. 50°09'30" E. 11.76 feet along a northeasterly boundary line of said entire tract; thence S. 39°50'30" W. 86.11 feet to a point 22.5 feet, perpendicularly distant northeasterly, from the centerline of the proposed Thunderbolt Drive road dedication; thence N. 50°09'30" W. 306.76 feet along a line parallel to said centerline of proposed Thunderbolt Drive; thence N. 39°50'30" E. 18.36 feet to a northeasterly boundary line of said entire tract; thence S. 50°09'30" E. 295.00 feet along said northeasterly boundary line to an interior corner of said entire tract; thence N. 39°50'30" E. 67.75 feet along a northwesterly boundary line of said entire tract to the point of beginning.

The above described parcel of land contains 6,429 square feet in area, or 0.148 acre, more or less.

The Basis of Bearing is S. 89°59'34" E. between the North Quarter corner and the Northeast corner of said Section 12, Township 2 South, Range 2 West, Salt Lake Base and Meridian.

EXHIBIT "A-1": By this reference, made a part hereof.

EXHIBIT "A-1"



T & C PROP.
HOLDINGS, LLC
20-12-201-011

6,429 sf
0.148 ac

TS2
:7Q

22

PRICE
20-12-127-008

SECTION LINE

THUNDERBOLT DRIVE

CONDIES FOODS, INC
20-12-127-003
Parcel 2

POB

ANGUIANO
20-12-201-008

LINE TABLE		
#	BEARING	DISTANCE
L1	S50°09'30"E	11.76'
L2	S39°50'30"W	86.11'
L3	N50°09'30"W	306.76'
L4	N39°50'30"E	18.36'
L5	S50°09'30"E	295.00'
L6	N39°50'30"E	67.75'

LEGEND

- = BOUNDARY DEDICATION
- = PARCEL LINES
- = REMAINDER AREAS OWNED BY SALT LAKE COUNTY
- = PROPOSED ROAD
- = RIGHT OF WAY LINE
- = PROPERTY LINES
- = SECTION LINES



PRICE - PARCEL 22
SALT LAKE COUNTY - TS2:7Q
5267 WEST 4820 SOUTH

Prepared for:
KEARNS METRO TOWNSHIP
Sec. 12, T.2 S., R.2 W., S.L.B.&M.
Work Order No. SU20170054

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor
2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240

NO SCALE
Page No. 2 of 2

Prepared By: KDS Date: 09/26/2017
Checked By: SVK Date: 09/26/2017

EXHIBIT "B"
(Quitclaim Deed)

WHEN RECORDED, RETURN TO:
DAVID A. & JANICE V. PRICE
390 Shamrock Drive
Murray, Utah 84107

Affects Tax I.D. No. 20-12-127-014

QUIT CLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, of Salt Lake County, Utah, hereby quit claims to David A. Price and Janice V. Price, husband and wife, GRANTEE, of Salt Lake County, Utah, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

See Exhibit A

IN WITNESS WHEREOF, GRANTOR has caused this Quit Claim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this _____ day of _____, 2017.

SALT LAKE COUNTY

By _____
Mayor or Designee

By _____
Salt Lake County Clerk

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

On this _____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County

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

On this _____ day of _____, 20__ , personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge that she is the Clerk of Salt Lake County, and that the foregoing Quit Claim Deed was signed by her on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

NOTARY PUBLIC
Residing in Salt Lake County

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EXHIBIT "B"



6,429 sf
0.148 ac

TS2
:7Q

T & C PROP.
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22

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SALT LAKE COUNTY - TS2:7Q
5267 WEST 4820 SOUTH

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