

RESOLUTION NO. _____, 2023

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING A REAL ESTATE PURCHASE AGREEMENT AND THE CONVEYANCE OF SALT LAKE COUNTY'S INTEREST IN CERTAIN REAL PROPERTY BY SPECIAL WARRANTY DEED TO THE KIRK H. AND GEORGIA G. BADDLEY REVOCABLE LIVING TRUST, DATED DECEMBER 6, 2018

RECITALS

1. Salt Lake County (the "County") owns a parcel of real property located at approximately 2125 Pinecrest Canyon Road, Emigration, Utah consisting of approximately 1,115 square feet (the "Property").
2. Kirk and Georgia Baddley (collectively the "Baddleys") are the trustees of the Kirk H. and Georgia G. Baddley Revocable Living Trust, dated December 6, 2018 (the "Trust"), and the Trust owns a parcel of land adjacent to the Property, identified as Parcel No. 10-21-230-008 (the "Trust Property").
3. The Baddleys, as trustees of the Trust, have offered in writing to purchase the Property from the County for \$1,176.00, which amount has been approved by the Salt Lake County Real Estate Section as adequate value. This offer is in the form of a Real Estate Purchase Agreement (the "Agreement") attached hereto as Exhibit A.
4. It has been determined that the best interest of the County and the general public will be served by the sale and conveyance of the Property to the Buyer. The sale and conveyance of the Property to the Trust will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council the sale and conveyance of the Property by special warranty deed to the Buyer as provided in the Agreement for the agreed nominal payment of One Thousand One Hundred Seventy-Six Dollars and Zero Cents (\$1,176.00) is hereby approved; and the Mayor is hereby authorized to execute the

Agreement and the Mayor and County Clerk are hereby authorized to execute the Special Warranty Deed, attached hereto as Exhibit B, and to deliver the fully executed documents to the County Real Estate Section for delivery to the Buyer as provided in the Agreement.

APPROVED and ADOPTED this _____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder-Newton, Chair

ATTEST:

Lannie Chapman
Salt Lake County Clerk

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Granato voting _____
Council Member Harrison voting _____
Council Member Stewart voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____
Council Member Winder Newton voting _____

REVIEWED AS TO FORM AND LEGALITY:

R. Christopher Preston
Deputy District Attorney

EXHIBIT A

Real Estate Purchase and Sale Agreement

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“**Agreement**”) is dated as of November __, 2023, by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (“**Seller**”), and the **KIRK H. AND GEORGIA G. BADDLEY REVOCABLE LIVING TRUST, DATED DECEMBER 6, 2018**, (“**Buyer**”).

1. AGREEMENT TO PURCHASE/SELL PROPERTY: Seller hereby agrees to sell, convey and assign to Buyer, and Buyer agrees to buy and accept from Seller, under the terms and conditions and for the purchase price hereinafter set forth, certain real property located at approximately 2125 Pinecrest Canyon Rd, Emigration, Utah consisting of approximately 1,115 square feet as more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with any and all appurtenant rights, privileges and easements (the “**Property**”).

2. PURCHASE PRICE: The purchase price shall be \$1,176.00 (the “**Purchase Price**”). The Purchase Price shall be payable as follows: Full amount payable at closing.

3. CLOSING: This transaction shall be closed on or before thirty (**30**) days after the end of the Inspection Period (the “**Closing Date**”). Closing shall occur when Buyer and Seller have (a) signed and delivered to each other (or to the Escrow Company), all documents required by this Agreement, by written escrow instructions, and by applicable law, (b) Buyer has approved all items referenced under Sections 7 and 8, and has removed all contingencies referenced in Section 9, and (c) the monies required to be paid under this Agreement have been delivered to the Escrow Company in the form of cashier’s check, collected or cleared funds. Buyer and Seller shall each pay one half of the escrow closing fee unless otherwise agreed by the parties in writing. All prorations, particularly of real estate property taxes, shall be made as of the date of closing.

4. POSSESSION: Seller shall deliver possession of the Property to Buyer on the Closing Date.

5. AGENCY DISCLOSURE: At the signing of this Agreement, neither Buyer nor Seller is represented by a real estate broker. Neither Buyer nor Seller is obligated to pay any real estate commission in this transaction, and each shall indemnify the other from any claim related to any real estate commission.

6. TITLE TO PROPERTY AND TITLE INSURANCE: (a) Seller has, or shall have at closing, fee simple title to the Property, and agrees to convey such title to Buyer by special warranty deed, free of financial encumbrances; (b) Buyer may obtain a current title report prior to closing and has the option to purchase a standard coverage owner’s policy of title insurance in the amount of the purchase price.

7. SELLER DISCLOSURES: No later than 10 calendar days after the Acceptance Date, Seller will deliver to the following Seller disclosures in Seller’s possession, if any: (a) copies of all loan documents, leases, rental agreements, liens, and other financial encumbrances against the Property which will survive the closing; (b) copies of all studies and/or reports which have previously been completed on the Property, including without limitation, environmental reports, soils studies, site plans, surveys and the like.

8. BUYER UNDERTAKINGS: Buyer shall have up to 45 days from the Acceptance Date (the “Inspection Period”) to review the contents of Seller Disclosures referenced in Section 7 and at its sole discretion to undertake the following elements at its own expense and for its own benefit for the purpose of complying with the contingencies under Section 9: (a) an appraisal of the Property, (b) a survey of the Property, (c) an environmental study of the Property, (d) a physical inspection of the Property, (e) a report on compliance with all applicable federal, state, and local law, ordinances, and regulations with regard to zoning and permissible uses of the Property. Seller agrees to cooperate fully with Buyer’s completing these matters, and to make the Property available as reasonable and necessary for the same.

9. CONTINGENCIES: Buyer’s obligations under this Agreement are conditioned upon and subject to Buyer approving in its sole discretion the contents of the title report referenced in Sections 6, the Seller Disclosures in Section 7, and, if undertaken, the results of actions referenced in Buyer Undertakings in Section 8. Buyer shall have until the expiration of the Inspection Period to approve Seller Disclosures, to complete Buyer Undertakings, and to remove the contingencies referenced in this Section 9.

10. SELLER’S WARRANTIES: Regarding the condition of the Property, Seller warrants to Buyer the following: As of closing, Seller has no knowledge of any claim or notice of an environmental, building, or zoning code violation regarding the Property which has not been resolved.

11. NO OTHER REPRESENTATIONS AND WARRANTIES: Except as expressly set forth in this Agreement: (a) Buyer is purchasing the Property, and the Property shall be conveyed and transferred to Buyer, “AS IS, WHERE IS, AND WITH ALL FAULTS” and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of Seller; and (b) Seller has not, does not and will not, with respect to the Property, make any warranties or representations, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition or merchantability, or with respect to the value, profitability, developability or marketability of the Property.

12. CHANGES DURING TRANSACTION: Seller agrees that no changes to any existing leases shall be made, no new leases entered into, and no alterations or improvements to the Property shall be made or undertaken without the written consent of Buyer.

13. AUTHORITY OF SIGNERS: The persons executing this contract on behalf of the Buyer warrants his or her authority to do so and to bind the Buyer. The Seller, Salt Lake County, is a body corporate and politic of the State of Utah. The signature of the Salt Lake County Mayor, pursuant to a resolution of the County Council, is required in order to bind the Seller. In the event this Agreement is first executed by an authorized representative of the Salt Lake County Real Estate Division, this Agreement is subject to ratification by the County Mayor and County Council.

14. COMPLETE CONTRACT: This Agreement, together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire contract between the parties, and supersedes and replaces any and all prior negotiations, representations, warranties, understandings, or

contracts between the parties. This Agreement cannot be changed except by written agreement of the parties.

15. GRAMA: Buyer acknowledges that this Agreement and other documents are subject to public disclosure by Seller upon approval and ratification of this Agreement by the County Council pursuant to the Utah Government Records Access Management Act (“GRAMA”), Utah Code Ann. §§ 63G-2-101, *et seq.* If Buyer deems any documents or portions of documents to be proprietary and protected, Buyer must make those designations in accordance with GRAMA. Disclosure of any documents or portions of documents designated as proprietary by Buyer will be pursuant to GRAMA and at the sole discretion of Seller.

16. ETHICAL STANDARDS: Buyer represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County’s Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

17. 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 Seller 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.

18. ABROGATION: Except for express warranties made in this Agreement, the provisions of the Agreement shall not apply after closing.

19. ASSIGNMENT: This Agreement and the rights and obligations of Buyer hereunder, are personal to Buyer. This Agreement may not be assigned by Buyer without the prior written consent of Seller.

20. RISK OF LOSS: All risk of loss or damage to the property shall be borne by Seller until closing.

21. TIME IS OF THE ESSENCE: Time is of the essence regarding the dates set forth in this transaction. Extensions must be agreed to by all parties.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS: Electronic transmission

(including email and fax) of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original.

23. INCORPORATION OF PRIOR AGREEMENTS: This Agreement contains the entire understanding of Buyer and Seller with respect to the subject matter hereof, and supersedes all prior or contemporaneous written or oral agreements and understandings between the parties hereto pertaining to any such matter. No provision of this Agreement may be amended, modified, supplemented, or added to except by an agreement in writing, expressly stating that such agreement is an amendment of this Agreement, signed by the parties to this Agreement or their respective successors-in-interest.

24. CONTRACT DEADLINES: Buyer and Seller agree that the following deadlines shall apply to the Agreement.

- (a) Seller Disclosure Deadline** 10 calendar days from the Acceptance Date
- (b) Inspection Period** Up to 45 calendar days after the Acceptance Date.
- (c) Closing Date** Within 30 calendar days after the end of the Inspection Period.

25. ACCEPTANCE DATE: The “Acceptance Date” shall be the date on which the last of Buyer and Seller executes this Agreement.

26. [Intentionally left blank.]

[Signatures on following page.]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the day and year first above written.

SELLER
SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign
Mayor or Designee

BUYER
KIRK H. AND GEORGIA G. BADDLEY
REVOCABLE LIVING TRUST, DATED
DECEMBER 6, 2018

By: DocuSigned by:
Kirk Baddley
C333CF8D90804A3...
Kirk H. Baddley, Trustee

By: DocuSigned by:
Georgia Baddley
C333CF8D90804A3...
Georgia G. Baddley, Trustee

DEPARTMENT APPROVAL

By: _____
Derrick Sorensen
Salt Lake County Real Estate Manager

REVIEWED AS TO FORM AND LEGALITY:

R. Christopher Preston
Deputy District Attorney

Exhibit A
(Legal Description)

A portion of Burrs Lane, The Groves recorded May 15, 1911 as Entry No. 280216 in Book "F", at Page 75 in the Office of the Salt Lake County Recorder and further described in that Ordinance Vacating a Segment of Burrs Lane recorded as Entry No. 2757403 in Book 4017 at Page 236 in the office of said Recorder. Said portion of Burrs Lane is located in the Southeast Quarter of Section 16, Township 1 North, Range 2 East, Salt Lake Base and Meridian, and is described as follows:

Beginning at the intersection of a northeasterly extension of the southeasterly line of Lot 8 of said The Groves and the centerline of Burrs Lane, which is 16.63 feet N. $51^{\circ}10'00''$ E. from the easterly corner of said Lot 8; thence Northwesterly along said centerline the following two (2) courses: 1) N. $45^{\circ}57'$ W. 47.53 feet; 2) N. $19^{\circ}52'$ W. 27.41 feet to a northeasterly boundary line of said Ordinance Vacating a Segment of Burrs Lane; thence Southeasterly along said northeasterly boundary line the following three (3) courses: 1) S. $81^{\circ}53'$ E. 18.68 feet; 2) S. $19^{\circ}52'$ E. 14.82 feet; 3) S. $45^{\circ}57'$ E. 45.77 feet to said northeasterly extension of the southeasterly line of Lot 8; thence S. $51^{\circ}10'$ W. 16.63 feet along said extension to the **Point of Beginning**.

The above-described portion of Burrs Lane contains 1,115 square feet in area or 0.025 acre, more or less.

EXHIBIT B

Special Warranty Deed

Acknowledgement Continued from Preceding Page

On this ____ day of _____, 20____, personally appeared before me _____,
who being duly sworn, did say that he is the CLERK of Salt Lake County and that the foregoing
instrument was signed by him/her on behalf of Salt Lake County, by authority of a resolution of the SALT
LAKE COUNTY COUNCIL

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____

My Commission Expires: _____

Residing in: _____

(EXHIBIT A)

A portion of Burrs Lane, The Groves recorded May 15, 1911 as Entry No. 280216 in Book "F", at Page 75 in the Office of the Salt Lake County Recorder and further described in that Ordinance Vacating a Segment of Burrs Lane recorded as Entry No. 2757403 in Book 4017 at Page 236 in the office of said Recorder. Said portion of Burrs Lane is located in the Southeast Quarter of Section 16, Township 1 North, Range 2 East, Salt Lake Base and Meridian, and is described as follows:

Beginning at the intersection of a northeasterly extension of the southeasterly line of Lot 8 of said The Groves and the centerline of Burrs Lane, which is 16.63 feet N. 51°10'00" E. from the easterly corner of said Lot 8; thence Northwesterly along said centerline the following two (2) courses: 1) N. 45°57' W. 47.53 feet; 2) N. 19°52' W. 27.41 feet to a northeasterly boundary line of said Ordinance Vacating a Segment of Burrs Lane; thence Southeasterly along said northeasterly boundary line the following three (3) courses: 1) S. 81°53' E. 18.68 feet; 2) S. 19°52' E. 14.82 feet; 3) S. 45°57' E. 45.77 feet to said northeasterly extension of the southeasterly line of Lot 8; thence S. 51°10' W. 16.63 feet along said extension to the **Point of Beginning**.

The above-described portion of Burrs Lane contains 1,115 square feet in area or 0.025 acre, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: West along the Section line between the Southeast Corner and the South Quarter Corner of said Section 16, Township 1 North, Range 2 East, Salt Lake Base and Meridian.

EXHIBIT "B"

MARY ALICE CLARK
10-21-230-004

LOT 12
THE GROVES
E#280216, B:F, P: 75

LOT 9, BLOCK 17
THE GROVES
E#280216, B:F, P: 75

KIRK H & GEORGIA G BADDLEY
REVOCABLE LIVING TRUST 12/06/2018
10-21-230-008
WARD ENGINEERING -RECORD OF SURVEY (NOT FILED)
JOB#BADO01-16

LOT 8, BLOCK 17
THE GROVES
E#280216, B:F, P: 75

LOT 5, BLOCK 17
THE GROVES
E#280216, B:F, P: 75

COREY SCHWABENLANDER;
CHRISTINE CARLSON (JT)
10-21-230-027



Scale in Feet
1"=20'
LOT 22
THE GROVES
E#280216, B:F, P: 75

MICHAEL J JIMENEZ
10-21-228-002

SALT LAKE COUNTY
Ent # 2465099
Bk:3092, Pg:384

4033.001:C

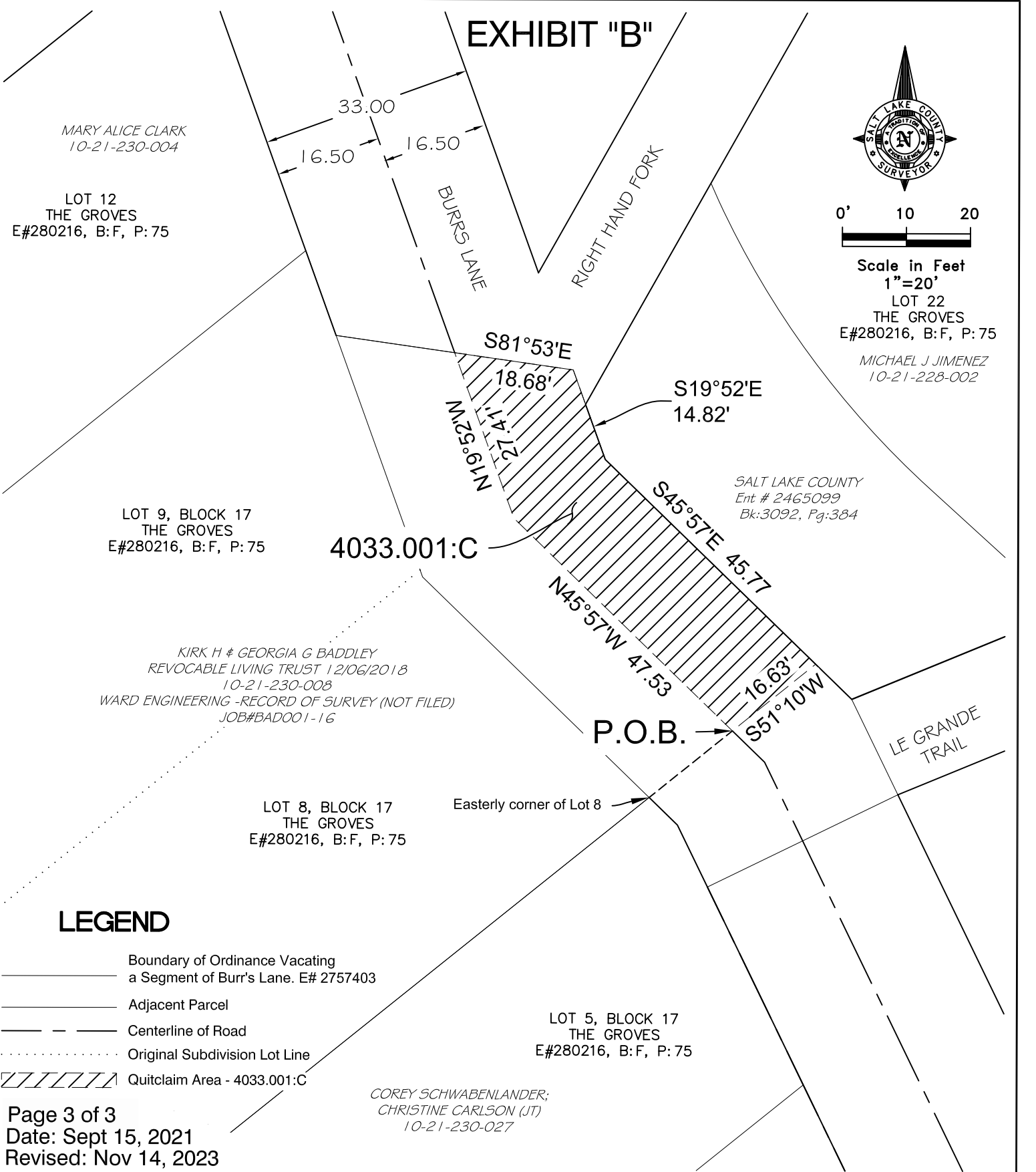
P.O.B.

Easterly corner of Lot 8

LE GRANDE TRAIL

BURRS LANE

RIGHT HAND FORK



LEGEND

- Boundary of Ordinance Vacating a Segment of Burr's Lane. E# 2757403
- Adjacent Parcel
- Centerline of Road
- Original Subdivision Lot Line
- Quitclaim Area - 4033.001:C

Page 3 of 3
Date: Sept 15, 2021
Revised: Nov 14, 2023



Lot 8, Block 17 – The Groves
Baddley Quit Claim Deed
Prepared for:
Salt Lake County District Attorney
Southeast Corner Sec. 16, T.1N, R.2E, S.L.B.&M.
Work Order No. W080621080 RE # 4033

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