

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING SURPLUS REAL PROPERTY AND APPROVING THE CONVEYANCE OF THE SAME BY QUIT-CLAIM DEED TO CHRIS E. CLARK AND SANDY CLARK

RECITALS

1. Salt Lake County (the “County”) owns a parcel of real property, Parcel No. 28-04-176-014, located at approximately 1513 East Granada Drive, Sandy, Utah (the “Property”), which was struck off to the County after the tax sale in 1984.
2. Chris E. and Sandy Clark (“Buyers”) own a parcel of land adjacent to a portion of the Property.
3. Buyers have offered to purchase the portion of the Property that abuts their property (the “Parcel”) from the County for its appraised value, which has been reviewed and approved by the County Real Estate Division, and have paid a fee of \$100, which amount shall be credited towards the purchase prices of the Parcel. This offer is in the form of a Tax Sale Property Purchase Agreement (the “Agreement”) attached hereto as Exhibit A.
4. The County has determined that the Parcel is not currently in public use and that the Property has an appraised value of \$150.00. Proceeds from the sale of the Parcel will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.
5. The best interest of the County and the general public will be served by the sale and conveyance of the Parcel to Buyers for its fair market value. The sale and conveyance will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Parcel described in Exhibit 1 of the Agreement is hereby declared surplus property.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the sale and

conveyance of the Parcel by quit-claim deed to Buyers as provided in the Agreement for the agreed appraised value of One Hundred Fifty Dollars (\$150.00) is hereby approved; and the Mayor is hereby authorized to execute the Agreement and the Mayor and County Clerk are authorized to execute the Quit-Claim Deed, attached to the Agreement as Exhibit 2, and to deliver the fully executed documents to the Salt Lake County Real Estate Division for delivery to Buyers in accordance with the terms of the Agreement.

APPROVED and ADOPTED this _____ day of _____, 2020.

SALT LAKE COUNTY COUNCIL

By: _____
Max Burdick, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Burdick voting _____
Council Member DeBry voting _____
Council Member Ghorbani voting _____
Council Member Granato voting _____
Council Member Jensen voting _____
Council Member Newton voting _____
Council Member Snelgrove voting _____

APPROVED AS TO FORM:

 Digitally signed by Robert Preston
Date: 2020.06.25 13:59:42 -06'00'

R. Christopher Preston
Deputy District Attorney

EXHIBIT A

Tax Sale Property Purchase Agreement

TAX SALE PROPERTY PURCHASE AGREEMENT

This TAX SALE PROPERTY PURCHASE AGREEMENT (“Agreement”) is made and executed this ___ day of _____, 2020, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and CHRIS E. CLARK and SANDY CLARK, hereinafter referred to as BUYERS.

RECITALS

- A. COUNTY owns a parcel of land located at approximately 1513 East Granada Drive in Sandy, Utah, identified as Tax ID 28-04-176-014 (the “Property”) that abuts twelve residential properties, which was struck off to COUNTY after the tax sale in 1984.
- B. BUYERS own title to real property adjacent the Property and desire to purchase that portion of the Property that abuts their property (the “Parcel”) from the County, and has paid a fee of \$100, which amount shall be credited towards the purchase price of the Parcel. A description of the Parcel is attached hereto as Exhibit 1 and incorporated herein by this reference.
- C. COUNTY has determined that the Parcel is not currently in public use and that the Parcel has an appraised value of \$150.00.

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 BUYERS a quit-claim deed for the Parcel (the “Quit-claim Deed”), the form of which is attached hereto as Exhibit 2 and incorporated herein by this reference.

2. IN CONSIDERATION for conveying the Parcel by quit-claim deed, BUYERS shall pay COUNTY \$150.00 (the “Purchase Price”).

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

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

5. COUNTY and BUYERS 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 BUYERS 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 BUYERS, COUNTY shall deliver the Quit-claim Deed to BUYERS.

8. CAMPAIGN CONTRIBUTIONS: BUYERS acknowledge the prohibition of campaign contributions by contractors to COUNTY candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. BUYERS also acknowledge and understand this prohibition means that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with BUYERS maybe prohibited from making certain campaign contributions to COUNTY candidates. BUYERS further acknowledge that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. BUYERS represent, by executing this Agreement, that BUYERS have 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 BUYERS 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 _____, 20__.

COUNTY: Salt Lake County

RECOMMENDED FOR APPROVAL:

By _____
Mayor or Designee

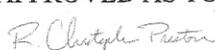
Derrick L. Sorensen
Salt Lake County Property Manager

BUYERS:


By: Chris E. Clark


By: Sandy Clark

APPROVED AS TO FORM:


Digitally signed by Robert Preston
Date: 2020.06.25 14:01:43 -06'00'

R. Christopher Preston
Deputy District Attorney

EXHIBIT 2
QUIT-CLAIM DEED

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-3300

APPROVED AS TO FORM

Salt Lake County
District Attorney's Office
Digitally signed by
Robert Preston
Date: 2020.06.25
14:01:11 -06'00'



Space above for County Recorder's use

QUITCLAIM DEED
Salt Lake County

Parcel No. RE-3847: 1:C
Tax Serial No. 28-04-176-014
Surveyor WO: W071819120

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to, Chris E. Clark and Sandy Clark, husband and wife, as joint tenants, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

IN WITNESS WHEREOF, GRANTOR has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this _____ day of _____, 20 _____.

SALT LAKE COUNTY

By: _____
MAYOR or DESIGNEE

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

By: _____
COUNTY CLERK

On this ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that __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.

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

Notary Public _____

My Commission Expires: _____

Residing in: _____

Acknowledgement Continued on Following Page

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 parcel of land being part of an entire tract described in that Statement of Delinquent Taxes recorded August 2, 1984 as Entry No. 3975062 in Book 5578, at Page 1694 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Northwest Quarter of Section 4, Township 3 South, Range 1 East, Salt Lake Base and Meridian and is described as follows:

Beginning at a point in the easterly boundary of said entire tract at the southwesterly corner of Lot 3, Ridgecrest Subdivision, recorded July 21, 1977 as Entry No. 2973015 in Book 77-7 of Plats, at Page 225 in the Office of said Recorder; thence S. 71°10' W. 12.03 feet along the westerly extension of the southerly line of said Lot 3 to the westerly boundary of said entire tract and easterly boundary of Villa Del Sol No. 3 recorded August 18, 1977 as Entry No. 2984865 in Book 77-8 of Plats, at Page 255 in the Office of said Recorder; thence northerly and northwesterly along said westerly boundary and the easterly boundary of Villa Del Sol No. 3, the following two (2) courses: 1) N. 00°13'26" E. 29.65 feet; 2) N. 23°11'23" W. 61.22 feet to the northwesterly corner of said entire tract: thence N. 73°00' E. 10.79 feet along the northerly boundary, to the northeasterly corner of said entire tract at a point in the southwesterly boundary of said Ridgecrest Subdivision; thence southeasterly and southerly along the easterly boundary of said entire tract and westerly boundary of said Ridgecrest Subdivision, the following two (2) courses: 1) S. 23°09'03" E. (Record = S 23°09'08" E) 63.94 feet; 2) S. 00°11'06" W. (Record = S. 0°16'23" E) 26.41 feet to the **Point of Beginning**.

The above-described parcel of land contains 989 square feet in area or 0.023 acre, more or less.

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

BASIS OF BEARING: N. 00°13'26" E along the Section line between the West Quarter and Northwest Corner Section 4, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

EXHIBIT "B"

BLAINE & ELAINE DIAMARU
28-04-176-034

LOT 2

JAMESON HEDIN &
ASHLEIGH MILLER
28-04-176-021

LOT 214
VILLA DEL SOL NO. 2
E#2984865, Bk77-8, Pg: 255

BLAINE & ELAINE DAIMARU
28-04-176-007

TRACI M NELSON
28-04-176-008

RE-3847:1-C
SALT LAKE COUNTY
28-04-176-014

LOT 215
VILLA DEL SOL NO. 3
E#2984865, Bk77-8, Pg: 255

CHRIS E AND SANDY CLARK
28-04-176-030
8902 S ALTAIR DR.

LOT 3
RIDGECREST
E#2973015, Bk77-7, Pg: 225

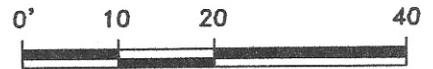
LOT 4
TYSON R MAY
28-04-176-024

LINE TABLE		
LINE #	LENGTH	BEARING
L1	12.03	S71° 10' W
L2	10.79	N73° 00' E

LEGEND

-  Tract Boundary
-  Adjacent Parcel Line
-  Current Lot Line
-  Original Lot Line
-  Parcel Boundary

PAGE 3 OF 3
MARCH 19, 2020



Scale in Feet

1"=20'



CHRIS E & SANDY CLARK
Quitclaim Deed

Prepared for:
Salt Lake County Real Estate

Sec. 4, T.3S, R.1E, S.L.B.&M.
Work Order No. W021420067 Real Estate No. 3847

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

EXHIBIT 1
LEGAL DESCRIPTION

A parcel of land being part of an entire tract described in that Statement of Delinquent Taxes recorded August 2, 1984 as Entry No. 3975062 in Book 5578, at Page 1694 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Northwest Quarter of Section 4, Township 3 South, Range 1 East, Salt Lake Base and Meridian and is described as follows:

Beginning at a point in the easterly boundary of said entire tract at the southwesterly corner of Lot 3, Ridgecrest Subdivision, recorded July 21, 1977 as Entry No. 2973015 in Book 77-7 of Plats, at Page 225 in the Office of said Recorder; thence S. 71°10' W. 12.03 feet along the westerly extension of the southerly line of said Lot 3 to the westerly boundary of said entire tract and easterly boundary of Villa Del Sol No. 3 recorded August 18, 1977 as Entry No. 2984865 in Book 77-8 of Plats, at Page 255 in the Office of said Recorder; thence northerly and northwesterly along said westerly boundary and the easterly boundary of Villa Del Sol No. 3, the following two (2) courses: 1) N. 00°13'26" E. 29.65 feet; 2) N. 23°11'23" W. 61.22 feet to the northwesterly corner of said entire tract: thence N. 73°00' E. 10.79 feet along the northerly boundary, to the northeasterly corner of said entire tract at a point in the southwesterly boundary of said Ridgecrest Subdivision; thence southeasterly and southerly along the easterly boundary of said entire tract and westerly boundary of said Ridgecrest Subdivision, the following two (2) courses: 1) S. 23°09'03" E. (Record= S 23°09'08" E) 63.94 feet; 2) S. 00°11'06" W. (Record= S. 0°16'23" E) 26.41 feet to the **Point of Beginning**.

The above-described parcel of land contains 989 square feet in area or 0.023 acre, more or less.