

REAL ESTATE DONATION CONTRACT

M. Don Forbush, trustee of The Sweetheart Garden Trust, dated December 5, 2014 (“Grantor”), hereby agrees to donate to SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“Grantee”), and the Grantee hereby accepts the Property described below from the Grantor, on the terms and conditions contained herein.

1. PROPERTY: A portion of Parcel No. 28-21-177-030, Salt Lake County, Utah. For legal description, see Exhibit A (hereinafter the “Property”) for use a public road.

1.1 INCLUDED ITEMS: Unless excluded herein, this donation shall include all improvements and fixtures presently attached to the Property if applicable.

1.2 EXCLUDED ITEMS: These items are excluded from this sale: None.

2. PURCHASE PRICE: The Property shall be donated by the Grantor to the Grantee for no fee.

3. CLOSING: This transaction shall be closed on or before February __, 2019. Closing shall occur when Grantee and Grantor have: (a) signed and delivered to each other (or to the escrow/title company), all documents required by this contract, by written escrow instructions, and by applicable law; and (b) Grantee has approved all items referenced under Sections 7 and 8, and has removed all contingencies referenced in Section 9. The Grantee shall pay the costs associated with 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. The Grantor will obtain an updated appraisal of the Property and deliver a copy to the Grantee. At closing, Grantee shall provide Grantor with the Declaration of Gift, attached as Exhibit C, signed by Grantee.

4. POSSESSION: Grantor shall deliver possession of the Property to Grantee at the time of the closing.

5. AGENCY DISCLOSURE: By signing this contract, Grantor represents and warrants that it is not represented by a real estate broker and Grantee is not obligated to pay any real estate commission in this transaction.

6. TITLE TO PROPERTY AND TITLE INSURANCE: Grantor has, or shall have at closing, clear fee simple title to the Property, and agrees to convey such title to Grantee by WARRANTY DEED, free of financial encumbrances (except for any unpaid real estate property taxes). If Grantee desires a title report, Grantee agrees to order and pay for a current title report.

7. GRANTOR’S DISCLOSURES: No later than 15 calendar days after acceptance, Grantor will deliver to Grantee the following Grantor disclosures: (a) a Grantor’s Property Condition Disclosure for the Property, signed and dated by Grantor; (b) copies of all loan documents, leases, rental agreements, liens, and other financial encumbrances against the Property; and (c) copies of any environmental assessments, reports, site plans, or other documents which may materially affect the Grantee’s interest in the Property.

8. GRANTEE UNDERTAKINGS: The Grantee may 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) a survey of the Property; (b) an environmental study of the Property; (c) a physical inspection of the Property; and (d) a report on compliance with all applicable federal, state, and local laws, ordinances, and regulations with regard to zoning and permissible uses of the Property. Grantor agrees to fully cooperate with Grantee’s completion of these matters, and to make the Property available as reasonable and necessary for the same.

9. CONTINGENCIES: This offer is subject to Grantee’s approval in its sole discretion the contents of the title report referenced in Section 6 (if Grantee orders and pays for one), the Grantor’s Disclosures in Section 7, and the results of any survey, environmental study, and report referenced in Grantee Undertakings in Section 8, if ordered and paid for by Grantee. Grantee shall have 45 calendar days from acceptance to approve Grantor’s Disclosures, to complete Grantee Undertakings, and to remove the contingencies referenced in this Section 9.

10. THIRD PARTIES: Grantor understands that it is Grantor's responsibility to understand and fulfill any obligations to lienholders, mortgagees, or others (collectively "Third-Party-Interest holders") who may have an interest in the Property or the proceeds from its sale. Grantor shall indemnify Grantee against any claims that Third-Party Interest holders may make as a result of this donation of the Property.

11. GRANTOR'S WARRANTIES: Regarding the condition of the Property, Grantor warrants to Grantee the following to the best of Grantor's knowledge:

10.1 When Grantor delivers possession of the Property to Grantee, it will be free of Grantor's personal belongings;

10.2 There are no buildings on the Property;

10.3 Grantor has complied with all applicable laws, ordinances, regulations, statutes and rules relating to the Property or any part thereof while in possession of the Property;

10.4 There has been no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, hazardous substance, toxic substance, or any other pollutants or contaminants on or in the Property while Grantor owned the Property. If inspection results in a determination that pollutants or contaminants exist on the property, Grantee may elect to remediate the property at its own expense or terminate this Contract.

10.5 Grantor agrees that after executing this Contract it will not enter into any written contracts, agreements, amendments, encumbrances, or listings, or be a party to any oral understandings or agreements affecting the Property, which may become binding upon Grantee.

10.6 Within 15 days of executing this agreement, Grantor will disclose all claims and/or notices of any environmental, building, or zoning code violations regarding the Property which have not been resolved.

12. CHANGES DURING TRANSACTION: Grantor agrees that no alterations or improvements to the Property shall be made or undertaken before transfer of the Property without the written consent of the Grantee.

13. AUTHORITY OF SIGNERS: If Grantor is a corporation, partnership, trust, estate, or other entity, the person executing this contract on its behalf warrants his or her authority to do so and to bind the Grantor. The Grantee, Salt Lake County, is a body corporate and politic of the State of Utah. The signature of the County Mayor, pursuant to a resolution of the County Council, is required in order to bind the Grantee. In the event an authorized representative of the Salt Lake County Real Estate Section first executes this agreement, this agreement is subject to ratification by the County Council, and to execution by the County Mayor.

14. COMPLETE CONTRACT: This instrument, together with its addenda, any attached exhibits, and Grantor's 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 contract cannot be changed except by written agreement of the parties.

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

16. ETHICAL STANDARDS: Grantor 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 contract 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: Grantor acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Grantor 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 Grantee may be prohibited from making certain campaign contributions to County candidates. Grantor further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this contract. Grantor represents, by executing this contract, that Grantor 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: The warranties and provisions made in this contract shall survive closing and conveyance of title to Grantee, notwithstanding the merger doctrine or any other rule or law to the contrary.

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

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

21. TIME IS OF THE ESSENCE: Time is of the essence regarding the dates set forth in this transaction. Any extension of the times or dates in this agreement must be agreed to in writing and executed 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. If the transaction involves multiple grantors or grantees, electronic transmissions may be executed in counterparts.

23. ACCEPTANCE: Acceptance occurs when Grantor or Grantee, responding to an offer or counter offer of the other: (a) signs the offer or counter offer where noted to indicate acceptance, and (b) communicates to the other party or the other party's agent that the offer or counter offer has been signed as required.

24. OFFER AND TIME FOR ACCEPTANCE: Grantor offers to donate the Property on the above terms and conditions. If Grantee does not accept this offer by 3 () AM () PM Mountain Time _____, this offer shall lapse.

M. Don Forbush, Trustee of The Sweetheart Garden Trust, dated December 5, 2014

By: M. Don Forbush 1-23-2019 Notice Address:
(Signature) (Date)

ACCEPTANCE

Salt Lake City, Utah 84117
APPROVED AS TO FORM
District Attorney's Office
By: R. Christopher Preston
Attorney

Grantee accepts the foregoing offer on the terms and conditions specified above.

R. CHRISTOPHER PRESTON

[Signature] 1-23-2019
(Grantee's Signature) Date
Real Estate Section

Date: 2/26/2019
Notice Address: Salt Lake County Real Estate Section
2001 South State Street, #S3-110
Salt Lake City, Utah 84114-4575
Phone: 385-468-0341

Salt Lake County Mayor or Designee Date

(EXHIBIT A)

A parcel of land being part of an entire tract described in that Warranty Deed recorded as Entry No. 11968328 in Book 10285 at Page 961 in the office of the Salt Lake County Recorder and located in the Northwest Quarter of Section 21, Township 3 South, Range 1 East, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

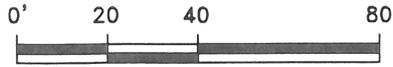
Beginning at the southeasterly corner of said entire tract, which point is 830.00 feet N. $89^{\circ}42'24''$ W. along the Quarter Section line from the Center of said Section 21; thence N. $89^{\circ}42'24''$ W. (Record = West) 132.00 feet along said Quarter Section line to the southwest corner of said entire tract; thence N. $00^{\circ}17'36''$ E. (Record = North) 40.00 feet along the westerly boundary line of said entire tract to a point 40.00 feet perpendicularly distant northerly from the monument line of 11400 South Street; thence departing said westerly boundary S. $89^{\circ}42'24''$ E. 132.00 feet along a line parallel with said monument line to the easterly boundary line of said entire tract; thence S. $00^{\circ}17'36''$ W. (Record = South) 40.00 feet along said easterly boundary line to the **Point of Beginning**.

The above described parcel of land contains 5,280 square feet that is subject to a right of way over the South 33 feet (4356 square feet) thereof, per that Warranty Deed recorded March 20, 1979 as Entry No. 3252510 in Book 4831, at Page 253 in the Office of said Recorder. Balance acreage equals 924 square feet in area or 0.021 acres more or less.

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

BASIS OF BEARING: The basis of bearing is N. $89^{\circ}42'24''$ W. along the Quarter Section line between the Center of Section and the West Quarter of said Section 21, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

EXHIBIT "B"



Scale in Feet

1"=40'

COLE W. SMITH AND COLLEEN L. WERZINSKI
28-21-177-029

THE SWEETHEART
GARDEN TRUST
28-21-177-030

LEGEND

- TRACT BOUNDARY
- EXISTING RIGHT-OF-WAY
- ADJACENT PARCEL LINE
- QUARTER SECTION LINE
- PARCEL TAKE

IDA'S ACRES SUBDIVISION
E#3442052
BK: 80-6
PG: 92

LOT 3
LARRY AND KATHLEEN BUTLER
228-21-177-031

53.00

11400 SOUTH STREET

PAGE 3 OF 3
JANUARY 10, 2019

N0°17'36"E

40.00'

S89°42'24"E 132.00'

1:C

40.00'

S0°17'36"W

40.00

N89°42'24"W 132.00'

POB 1:C



11400 South Sidewalk Project
The Sweetheart Garden Trust

Prepared for:
SALT LAKE COUNTY ENGINEERING

Sec. 21, T.3S., R.1E., S.L.B.&M.
Work Order No. SU20180287

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 C
(Declaration of Gift)

EXHIBIT B

DECLARATION OF DONATION
COUNCIL APPROVAL

For County Council's approval consistent with Policy 1006

(Cash donations above \$5,000 total annually, property donations above \$1,000 total, annually; testamentary donations.)

I, M. Don Forbush, trustee of The Sweetheart Garden Trust, dated December 5, 2014 (hereafter "Grantor"), irrevocably give, and where appropriate transfer, title to the property described below to Salt Lake County (hereafter "Grantee") to become the permanent property of Grantee for use as a public road and to be administered in accordance with its established policies. Grantor assigns and transfers all rights to Grantee, without restriction or conditions.

Description of gift:

REAL PROPERTY located at approximately 1571 East 11400 South in Salt Lake County, Utah and more particularly described as follows:

A parcel of land being part of an entire tract described in that Warranty Deed recorded as Entry No. 11968328 in Book 10285 at Page 961 in the office of the Salt Lake County Recorder and located in the Northwest Quarter of Section 21, Township 3 South, Range 1 East, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at the southeasterly corner of said entire tract, which point is 829.83 feet N. 89°42'24" W. (Record = 830 feet West) along the Quarter Section line and 33.00 feet N. 00°00'00" E. from the Center of said Section 21; thence N. 89°42'24" W. (Record = West) 132.00 feet along the southerly boundary line to the southwesterly corner of said entire tract; thence N. 00°17'36" E. (Record = North) 7.00 feet along the westerly boundary line of said entire tract to a point 40.00 feet perpendicularly distant northerly from the monument line of 11400 South Street; thence departing said westerly boundary S. 89°42'24" E. 132.00 feet along a line parallel with said monument line to the easterly boundary line of said entire tract; thence S. 00°17'36" W. (Record = South) 7.00 feet along said easterly boundary line to the **Point of Beginning**.

The above-described parcel of land contains 924 square feet in area or 0.021 acres, more or less.

Parcel No: 28-21-177-030-0000

Estimated value \$ ~~13,500.00~~ (estimated by the donor).

11,100.00 RT

Date and transfer of title and delivery: Grantor shall deliver possession of the Property to Grantee at the time of closing. The Property may be used for a public road.

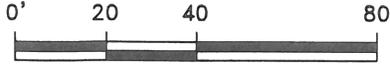
Elected Official/Mayor or Designee



M. Don Forbush, trustee of The Sweetheart Garden Trust, dated December 5, 2014
Date: 1-23-2019

Date: _____

EXHIBIT "B"



Scale in Feet

1"=40'

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28-21-177-029

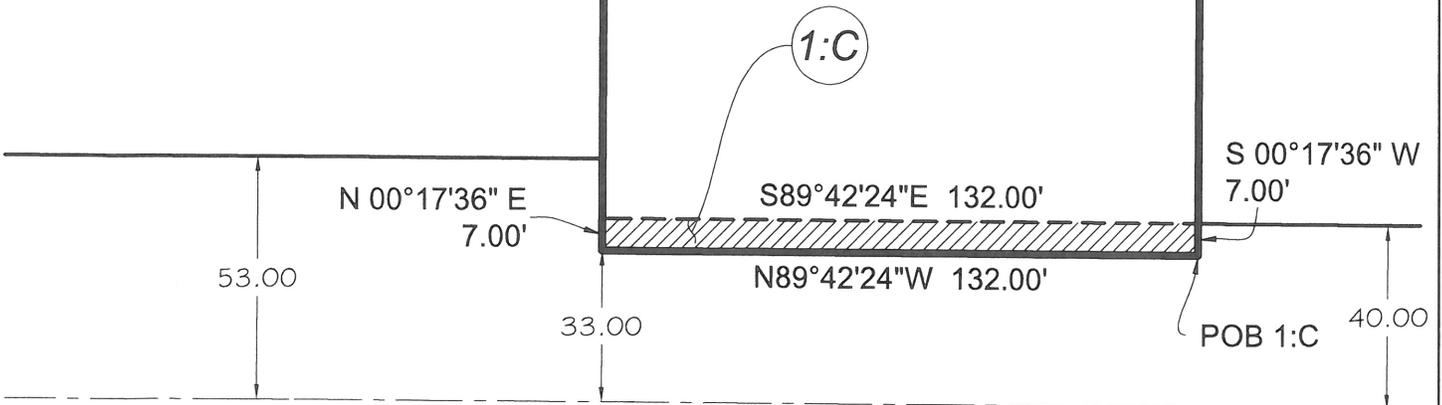
THE SWEETHEART
GARDEN TRUST
28-21-177-030

IDA'S ACRES SUBDIVISION
E#3442052
BK: 80-6
PG: 92

LOT 3
LARRY AND KATHLEEN BUTLER
228-21-177-031

LEGEND

-  TRACT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  ADJACENT PARCEL LINE
-  QUARTER SECTION LINE
-  PARCEL TAKE



PAGE 3 OF 3
SEPTEMBER 17, 2018

11400 SOUTH STREET



11400 South Sidewalk Project
The Sweetheart Garden Trust

Prepared for:
SALT LAKE COUNTY ENGINEERING

Sec. 21, T.3S., R.1E., S.L.B.&M.
Work Order No. SU20180287

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