

RESOLUTION NO. _____, 20__

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING
SURPLUS REAL PROPERTY AND APPROVING THE CONVEYANCE OF
THE SAME BY QUIT-CLAIM DEED TO ROSALIE J. KIHOLM

RECITALS

1. Salt Lake County (the “County”) owns a parcel of real property, Parcel No. 22-17-202-001, located at approximately 1002 East Revere Cir., Murray, Utah (the “Property”), which was struck off to the County after the tax sale in 1982.
2. Rosalie J. Kiholm owns a parcel of land adjacent to the Property (the “Buyer”).
3. Buyer has offered to purchase from the County the Property for its appraised value of \$2,700, which has been reviewed and approved by the County Real Estate Division, and has 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 \$2,700. 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 Buyer 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 Buyer as provided in the Agreement for the agreed appraised value of Two Thousand Seven Hundred Dollars (\$2,700) 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 Buyer in accordance with the terms of the Agreement.

APPROVED and ADOPTED this _____ day of _____, 2019.

SALT LAKE COUNTY COUNCIL


By: _____
Richard Snelgrove, 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: 2019.07.23 13:43:18 -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 22 day of July, 2019, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and the ROSALIE J. KIHOLM, hereinafter referred to as BUYER.

RECITALS

- A. COUNTY owns a parcel of land located at approximately 1002 East Revere Cir. in Murray, Utah, identified as Tax ID 22-17-202-001 (the "Property"), which was struck off to COUNTY after the tax sale in 1982.
- B. BUYER, owns real property located at 5574 South Revere Dr., which is adjacent to a portion of the Property. BUYER would like to purchase from the County that portion of the Property that abuts her backyard (the "Parcel") and has paid a fee of \$100, which amount shall be credited towards the purchase price of the Parcel.
- C. COUNTY has determined that the Parcel is not currently in public use and that the Parcel has an appraised value of \$2,700.00.

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 a quit-claim deed for the Parcel (the "Quit-claim Deed"), the form of which is attached hereto as Exhibit 1 and incorporated herein by this reference.

2. IN CONSIDERATION for conveying the Parcel by quit-claim deed, BUYER shall pay COUNTY \$2,700.00 (the "Purchase Price").

3. COUNTY makes no representations as to the title conveyed, nor as to BUYER's 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 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 Deed 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 _____, 20__.

COUNTY: Salt Lake County

RECOMMENDED FOR APPROVAL:

By _____
Mayor or Designee


Derrick L. Sorensen
Salt Lake County Property Manager

BUYER:


Rosalie J. Kiholm

APPROVED AS TO FORM:

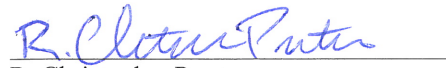

R. Christopher Preston
Deputy District Attorney
7/23/2019

EXHIBIT 1

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
District Attorney's Office

Space above for County Recorder's use

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 7/23/2019

QUIT CLAIM DEED
Salt Lake County

Parcel No. **1:C**
Tax Serial No. **22-17-202-001**
Surveyor WO: **W062019046**
RE-3817

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby Quit Claim(s) to, Rosalie J. Kiholm, a married woman, 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 Quit-Claim 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 Tax Sale Record recorded as Entry No. 3688671 in Book 5389 at Page 16 in the office of the Salt Lake County Recorder and located in the Northeast Quarter of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:






Beginning at the Southwest corner of Lot 2, Valley Fair Estates # 1 recorded January 8, 1960 as Entry No. 1694976 in Book U, at Page 59 in the Office of said Recorder and a point in the East boundary line of said entire tract; thence West 6.39 feet along the West extension of the south line of said Lot 2 to the westerly boundary line of said entire tract; thence N. 00°50'00" W. 85.01 feet along said westerly boundary line to the West extension of the north line of said Lot 2; thence East 7.63 feet along said extension to the Northwest corner of said Lot 2; thence South 85.00 feet along the West line of said Lot 2 and East boundary line of said entire tract, to the **Point of Beginning**.

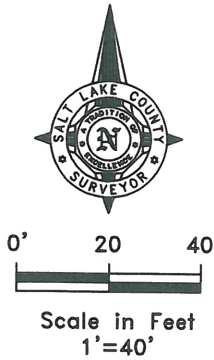
The above-described parcel of land contains 596 square feet in area or 0.014 acre, more or less.

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

BASIS OF BEARING: South 0°05'44" West along the Quarter Section line between the North Quarter and the Center of said Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian.

LEGEND

-  Entire Tract Boundary
-  Right-of-Way
-  Centerline Road
-  Lot Line
-  Parcel Boundary



ERIC & STEPHANIE
MCDOWELL
22-17-128-004

EXHIBIT "B"

SALT LAKE COUNTY
22-17-202-001
E3688671,
B:5389,
P:16

LOT 3
HAILLE RECTOR
22-17-202-002

LOT 2
ROSALIE KIHOLM
22-17-202-003

LOT 1
YVONNE SWANSON
COREY MINOR
22-17-202-004

VALLEY FAIR ESTATES # 1
E# 1694976,
BK:U, PG:59

REVERE COURT SUBDIVISION
E# 11827362,
BK:2014, PG:64

LOT 2
THOMAS & MICHELLE
JACKMAN
22-17-128-008

Revere Drive

5600 South Street

LINE TABLE

LINE #	LENGTH	BEARING
L1	6.39'	WEST
L2	7.63'	EAST

1-C

N0°50'00"W 85.01'

SOUTH 85.00'

L2

L1

PAGE 3 OF 3
JUNE 21, 2019



Rosalie J. Kiholm
Quit Claim Deed

Prepared for:
Salt Lake County Real Estate

NE Quarter Sec. 17, T.2S, R.1E, S.L.B.&M.
Work Order No. W062019046 Real Estate No. 3817

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