

RESOLUTION NO. _____, 2024

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING CERTAIN REAL PROPERTY AVAILABLE FOR DISPOSITION AND APPROVING THE CONVEYANCE OF THE SAME BY QUIT-CLAIM DEED TO METROPOLITAN WATER DISTRICT OF SALT LAKE AND SANDY

RECITALS

1. Salt Lake County (the “County”) owns a parcel of real property, Parcel No. 28-02-226-041, located at approximately 8665 South Danish Road, Cottonwood Heights, Utah (the “Property”), which was struck off to the County after the tax sale in 1997.

2. Metropolitan Water District of Salt Lake and Sandy (the “Buyer”) own a parcel of real property adjacent to the Property. The Buyer has offered in writing to purchase the Property from the County for \$3,750.00, which amount has been approved by the Salt Lake County Real Estate Section as fair market value. This offer is in the form of a Tax Sale Property Purchase Agreement (the “Agreement”) attached hereto as Exhibit A.

3. The County has determined that the Property is not in public use. Proceeds from the sale of the Property will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.

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 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 Property, described in Exhibit 1 of the Agreement is hereby declared surplus and available for disposition.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the sale and conveyance of the Property by quit-claim deed to the Buyer as provided in the Agreement for the

agreed appraised value of Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) 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 Quit-Claim Deed, attached to the Agreement as Exhibit 2, and to deliver the fully executed documents to the County Real Estate Section for delivery to the Buyer upon payment of the agreed upon purchase amount.

APPROVED and ADOPTED this _____ day of _____, 2024.

SALT LAKE COUNTY COUNCIL

By: _____
Laurie Stringham, 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

Tax Sale Property Purchase Agreement

RE ____
DA 24CIV ____

TAX SALE PROPERTY PURCHASE AGREEMENT

This TAX SALE PROPERTY PURCHASE AGREEMENT (“Agreement”) is made and executed this ____ day of April, 2024, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and METROPOLITAN WATER DISTRICT OF SALT LAKE AND SANDY, hereinafter referred to as BUYER.

RECITALS

- A. COUNTY owns a parcel of land located at approximately 8665 South Danish Road, Cottonwood Heights, Utah, identified as Tax Id. No. 28-02-226-041 (the “Property”), which was struck off to COUNTY after the tax sale in 1997.
- B. BUYER owns real property adjacent to the Property, desires to purchase from the County any right, title, or interest of the County in and to the Property, and has paid a fee of \$100, which amount shall be credited towards the purchase price of the Property. A description of the Property is attached hereto as Exhibit 1 and incorporated herein by this reference.
- C. COUNTY has determined that the Property is not currently in public use, and the Salt Lake County Real Estate Section has reviewed and accepted Buyer’s offered value for the Property, which is \$3,750.00.

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 Property (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 Property by quit-claim deed, BUYER shall pay COUNTY \$3,750.00 (the “Purchase Price”).
3. COUNTY makes no representations as to the title conveyed, nor as to BUYER's right of possession of the Property. Similarly, COUNTY makes no warranties or representations as to whether the Property is buildable or developable, nor does COUNTY make any representations regarding whether the Property complies with applicable zoning regulations. COUNTY does not warrant or represent that the Property is habitable or in any particular condition. COUNTY also makes no warranties or representations regarding the accuracy of the assessment of the Property 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 April, 2024.

COUNTY: Salt Lake County

RECOMMENDED FOR APPROVAL:

By Exhibit Only, Do Not Sign
Mayor or Designee

Derrick L. Sorensen
Salt Lake County Property Manager

BUYER:
Metropolitan Water District of Salt Lake and Sandy

REVIEWED AS TO FORM AND LEGALITY:

DocuSigned by:
Anna Lee Munsey
Anna Lee Munsey
By: General Manager
Its: 4/18/2024

R. Christopher Preston
Deputy District Attorney

EXHIBIT 1
LEGAL DESCRIPTION

Tax Id No. 28-02-226-041

BEG S 89°54'10" E 1316.67 FT & S 299.84 FT & S 88° E 138.04 FT & S 5°26' E 180.97 FT FR
N 1/4 COR OF SEC 2, T 3S, R 1E, S L M; S 5°26' E 87.69 FT M OR L; N 17°23' W 89.64 FT
M OR L; N 84°34' E 18.56 FT M OR L TO BEG. (BEING PART OF LOT 86, ALTA HILLS
SUB)

EXHIBIT 2
QUIT-CLAIM DEED

WHEN RECORDED RETURN TO:
Metropolitan Water District of Salt Lake and Sandy
3430 East Danish Road
Cottonwood Heights, Utah 84093

Space above for County Recorder's use

Real Estate No.
Tax Serial No. **28-02-226-041**

QUITCLAIM DEED
Salt Lake County

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, (hereinafter referred to as "GRANTOR"), hereby quitclaims to the METROPOLITAN WATER DISTRICT OF SALT LAKE AND SANDY (hereinafter referred to as "GRANTEE"), for the sum of Ten Dollars (\$10.00), the following parcel of real property in Salt Lake County, Utah, located at 8665 South Danish Road, Cottonwood Heights, Utah, identified as Tax Id. No. 28-02-226-041, and as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

[Signature Page Follows Below]

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 _____, 2024.

SALT LAKE COUNTY:

By: Exhibit Only, Do Not Sign
MAYOR or DESIGNEE

By: _____
COUNTY CLERK

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

On the ___ day of _____, 2024, personally appeared before me _____, who being by me duly sworn did say that he/she 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

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

On this ___ day of _____, 2024, personally appeared before me _____, who being duly sworn, did say that he/she 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.

Notary Public

Reviewed as to Form and Legality:

R. Christopher Preston
Salt Lake County Deputy District Attorney

EXHIBIT A”

Tax Serial No. **28-02-226-041**

BEG S 89°54'10" E 1316.67 FT & S 299.84 FT & S 88° E 138.04 FT & S 5°26' E 180.97 FT
FR N 1/4 COR OF SEC 2, T 3S, R 1E, S L M; S 5°26' E 87.69 FT M OR L; N 17°23' W 89.64
FT M OR L; N 84°34' E 18.56 FT M OR L TO BEG. (BEING PART OF LOT 86, ALTA
HILLS SUB)