

## 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 SME Steel Contractors, Inc., a Utah corporation, hereinafter referred to as BUYER.

### RECITALS

- A. COUNTY claims to own a parcel of land located at approximately 6000 West Wells Park Road, West Jordan, Utah, identified as Tax Id. No. 26-11-200-056 (the “Property”), which was struck off to COUNTY after the tax sale in 1985.
- B. BUYER also claims to own the Property, 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 Parties have negotiated a purchase price of \$50,000.00.

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 \$50,000.00 (the “Purchase Price”). In addition, and as part of the consideration, COUNTY shall waive any claim of trespass it may have against BUYER and shall waive any claim for property taxes that may have accrued prior to the execution and delivery of the Quit-claim Deed.
- 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 16 day of November, 2020.

COUNTY: Salt Lake County

RECOMMENDED FOR APPROVAL:

By \_\_\_\_\_  
Mayor or Designee

\_\_\_\_\_  
Derrick L. Sorensen  
Salt Lake County Property Manager

BUYER: SME Steel Contractors, Inc.

  
\_\_\_\_\_

By: Dieter Klohn  
Its: President

APPROVED AS TO FORM:

  
Digitally signed by R. Christopher  
Preston  
Date: 2020.11.09 17:49:06 -07'00'

\_\_\_\_\_  
R. Christopher Preston  
Deputy District Attorney

**EXHIBIT 1**  
**LEGAL DESCRIPTION**

A parcel of land being a portion of Wells Park Road as described in that Notice, recorded as Entry # 12669939, in Book 10625, on Page 728 in the office of the Salt Lake County Recorder, and located in the Northeast Quarter of Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at the intersection of the northerly right of way line of said Wells Park Road and the easterly right of way line of Mountain View Corridor, which point is 1,311.93 feet S. 01°23'08" W. along the Quarter Section line and 153.32 feet S. 89°33'43" E. from the North Quarter corner of said Section 11; thence S. 89°33'43" E. 516.94 feet along said northerly right of way line to a point of non-tangency with a 50.00 foot radius curve to the left; thence Southeasterly 84.36 feet along the arc of said curve, bearing to radius point is S. 77°47'47" E. (chord bears S. 36°08'39" E. 74.72 feet) having a central angle of 96°41'43", to the southerly right of way line of said Wells Park Road; thence N. 89°33'43" W. 589.39 feet along said southerly right of way line to said easterly right of way line of Mountain View Corridor; thence N. 07°57'25" E. 60.52 feet along said easterly right of way line to the point of beginning.

The above described parcel of land contains 31,722 square feet in area, or 0.728 acre, more or less.

Tax Serial No.26-11-200-056

**EXHIBIT 2**  
**QUIT-CLAIM DEED**



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:

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Residing in: \_\_\_\_\_

**(EXHIBIT "A")**

A parcel of land being a portion of Wells Park Road as described in that Notice, recorded as Entry # 12669939, in Book 10625, on Page 728 in the office of the Salt Lake County Recorder, and located in the Northeast Quarter of Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at the intersection of the northerly right of way line of said Wells Park Road and the easterly right of way line of Mountain View Corridor, which point is 1,311.93 feet S. 01°23'08" W. along the Quarter Section line and 153.32 feet S. 89°33'43" E. from the North Quarter corner of said Section 11; thence S. 89°33'43" E. 516.94 feet along said northerly right of way line to a point of non-tangency with a 50.00 foot radius curve to the left; thence Southeasterly 84.36 feet along the arc of said curve, bearing to radius point is S. 77°47'47" E. (chord bears S. 36°08'39" E. 74.72 feet) having a central angle of 96°41'43", to the southerly right of way line of said Wells Park Road; thence N. 89°33'43" W. 589.39 feet along said southerly right of way line to said easterly right of way line of Mountain View Corridor; thence N. 07°57'25" E. 60.52 feet along said easterly right of way line to the point of beginning.

The above described parcel of land contains 31,722 square feet in area, or 0.728 acre, more or less.

The Basis of Bearing is S. 01°23'08" W. along the Quarter Section line between the North Quarter corner and the South Quarter corner of said Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

**Exhibit "B":** By this reference, made apart hereof

