

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING EXECUTION AND DELIVERY OF A REAL ESTATE PURCHASE CONTRACT WITH WEST VALLEY CITY AND APPROVING CONVEYANCE OF A PARCEL OF REAL PROPERTY AND A TEMPORARY CONSTRUCTION EASEMENT

RECITALS

A. Salt Lake County (“the County”) owns certain real property located at approximately 2880 West 3650 South, West Valley City, Utah, also identified as Parcel No. 15-33-128-045 (the “Property”), which is the West Valley Branch of the Salt Lake County Library.

B. West Valley City (the “City”) is constructing roadway improvements along 3650 South Street (the “Project”) and would like to acquire a 2,739-square-foot portion of the Property (the “Parcel”) from the County and a temporary construction easement as part of the Project.

C. On March 26, 2024, the Salt Lake County Council (the “Council”) approved Resolution 6188, declaring the Parcel available for disposal and authorizing execution and delivery of a Real Estate Purchase Contract (the “March REPC”) to the City for the transfer of the Parcel.

D. After approval of Resolution 6188, the City withdrew the March REPC because it contained an erroneous appraisal value for the Parcel. A portion of the Parcel is located within the existing right-of-way and is currently occupied by existing street improvements, which was not accounted for in the calculation of value. The City does not need to pay for the portion of Parcel that is already located in the public right-of-way.

E. The size and shape of the Parcel has not changed, but the appraised value has changed to reflect only the amount required to be paid for the portion of the Parcel outside of the existing right-of-way.

F. The City has submitted a corrected Real Estate Purchase Contract (the “Corrected REPC”) to the County for the acquisition of (1) the Parcel via a quit claim deed (the “Deed”) and (2) the temporary construction easement via a separate document (the “Easement”).

G. The corrected amount offered by the City for acquisition of the Parcel and the Easement is \$30,300.00, which amount has been reviewed and approved by the Salt Lake County Real Estate Section as full and adequate consideration.

H. The Salt Lake County Library Board concurs with this conclusion and has recommended approval the transfer of the Parcel to the City as provided in the Corrected REPC.

I. It has been determined that the best interests of the County and the general public will be served by executing the Corrected REPC, the Deed, and the Easement. These actions 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 is hereby declared available for disposal and may be transferred to the City.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the grant and conveyance of the Parcel and the Easement to the City pursuant to the REPC is hereby approved, and the Mayor is authorized and directed to execute the REPC, attached hereto as Exhibit 1, and any other related document necessary to complete this transaction.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized, consistent with the terms of the REPC to execute the Deed and the Easement attached to the REPC and to deliver the fully executed documents to the Salt Lake County Real Estate Section for delivery to the City 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 1

(Real Estate Purchase Contract)

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 124:C, 124:E

Pin No: 18823 Job/Proj No: 55684 Project Location: 3650 South; 2700 West to 3200 West

County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-33-128-045

Property Address: 2880 West 3650 South WEST VALLEY CITY UT, 84119

Owner's Address: PO Box 144575, SALT LAKE CITY, UT, 84114

Primary Phone: 385-468-0341

Owner's Home Phone: (385)468-0341

Owner's Work Phone:

Owner / Grantor (s): Salt Lake County

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Salt Lake County ("Owner") agrees to sell to West Valley City ("The City") the Subject Property described below for Transportation Purposes,¹ and the City and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 124:C, 124:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts \$30,300 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **N/A**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and the City have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the City under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.



West Valley City

REAL ESTATE PURCHASE CONTRACT

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Primary Phone: 385-468-0341

Owner's Home Phone: (385)468-0341

Owner's Work Phone:

Owner / Grantor (s): Salt Lake County

4.2 Fees/Costs.

(a) Escrow Fees. The City agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If the City elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the City harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the City in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

Owner acknowledges receiving payment for the following improvements acquired: Landscaping (285 SF), and Trees (2) in the amount of \$1,570.00 which is included in the Total Purchase Price.

The contractor will repair/replace any impacted sod and sprinkler lines within the temporary construction easement as part of the project.

Grantor's Initials



West Valley City

REAL ESTATE PURCHASE CONTRACT

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 Owner's Address: PO Box 144575, SALT LAKE CITY, UT, 84114
 Primary Phone: 385-468-0341 Owner's Home Phone: (385)468-0341 Owner's Work Phone:
 Owner / Grantor (s): Salt Lake County

**SIGNATURE PAGE TO
 WEST VALLEY CITY
 REAL ESTATE PURCHASE CONTRACT**

CONSULTANT DISCLOSURE. Owner acknowledges that Daniel Fochs, through HDR Engineering, Inc., is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

Exhibit Only, Do Not Sign

Print Name: _____ Date _____
 Salt Lake County

100% Salt Lake County - OWNER(s) _____ Date _____ Date _____

WEST VALLEY CITY

 Date _____
 Local Government Authority

REVIEWED AS TO FORM AND LEGALITY
 Salt Lake County
 District Attorney's Office



West Valley City

REAL ESTATE PURCHASE CONTRACT

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Primary Phone: 385-468-0341

Owner's Home Phone: (385)468-0341

Owner's Work Phone:

Owner / Grantor (s): Salt Lake County

Exhibit A (Attach conveyance documents)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

West Valley City
City Recorder
3600 South Constitution BLVD
West Valley City, Utah 84119

Quit Claim Deed

(County)

Salt Lake County

Tax ID No.	15-33-128-045
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:124:C

Salt Lake County, Grantor, hereby QUIT CLAIMS to West Valley City, Grantee, at 3600 South Constitution Boulevard, West Valley City, Utah 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land all right, title, and interest in and to in Salt Lake County, State of Utah, to-wit:

SEE EXHIBIT 'A' & 'B'

Tax ID No. 15-33-128-045
PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:124:C

SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign
Mayor or Designee

By: _____
Clerk or Designee

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

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

NOTARY PUBLIC
Residing in Salt Lake County

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

On this _____ day of _____, 20____, personally appeared before me, _____, who being duly sworn, did say and acknowledge that s/he is the _____ Clerk of Salt Lake County, and that the foregoing instrument was signed by her/him on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

NOTARY PUBLIC
Residing in Salt Lake County

EXHIBIT 'A'

A parcel of land in fee for the widening of the existing Lancer Way (3650 South Street) known as Project No. F-2215(1)0, being part of an entire tract of property situate in the NE1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the southeast corner of said entire tract in the existing northerly right of way line of said Lancer Way (3650 South Street) which corner is 1,325.95 feet S.00°00'20"W. along the section line and 1,870.51 feet N.89°56'20"E. from the Northwest Corner of said Section 33; and running thence S.89°55'49"W. (S.89°56'20"W. by record) 342.31 feet along said northerly right of way line to the southwest corner of said entire tract; thence N.00°00'20"E. 8.00 feet along the westerly boundary line of said entire tract to a line parallel with and 33.00 feet perpendicularly distant northerly from said control line; thence N.89°55'49"E. 342.36 feet along said parallel line to a point in the easterly boundary line of said entire tract; thence S.00°21'54"W. (S.00°00'20"W. by record) 8.00 feet along said easterly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 2,739 square feet or 0.063 acre, more or less, of which 2,145 square feet or 0.049 acre, more or less are now occupied by the existing Lancer Way. Balance is 594 square feet or 0.014 acre, more or less.

(Note: Rotate all bearings in the above description 00°00'04" clockwise to obtain highway bearings.)

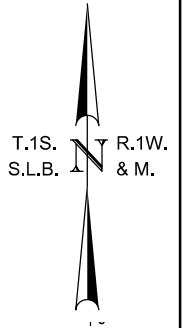
As per Utah State Code 72-5-103 title of the underlying fee to the center of the existing right of way is relinquished as part of this conveyance and transferred to the Grantee of this instrument.

EXHIBIT 'B'

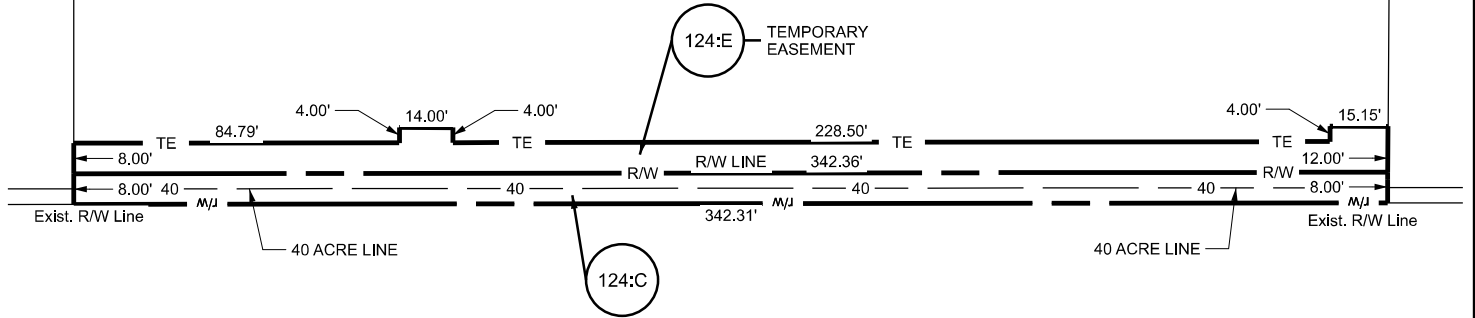
WEST VALLEY CITY
(INCORPORATED)

NE 1/4 NW 1/4
SEC. 33

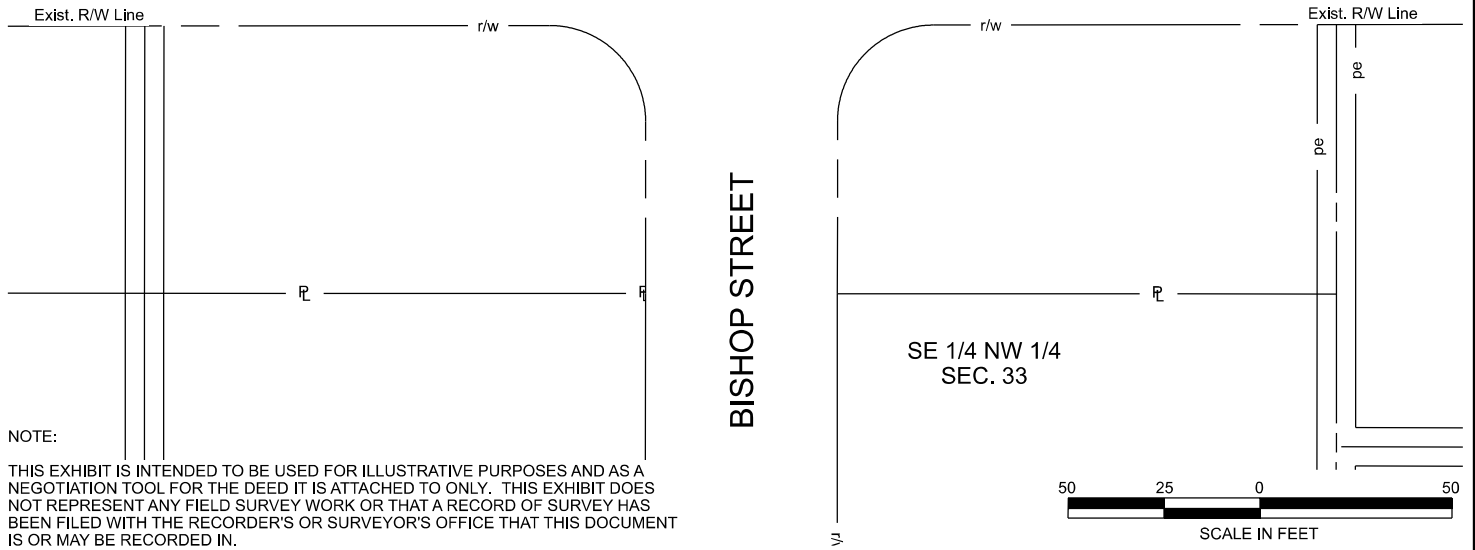
SALT LAKE COUNTY
ENTRY NO. 2189662
2880 WEST 3650 SOUTH



DGN File: U:\Projects\2022\22359-MWU-HDR-WVC Lancer Way (3650 South)\18823_ConnectRight of Way\Exhibits\124\18823_F-2215(1)0_03P_124_Exhibit.dgn



LANCER WAY (3650 SOUTH STREET)



PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN OWNERSHIP DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
124:C	SALT LAKE COUNTY	0.063	2,739	NONE	2,000	1.937	NONE
124:E	SALT LAKE COUNTY	0.066	2,856			TEMPORARY	

SHEET NO. 124-EXHIBIT		PARTIAL SUMMARY NO. 03P		PROPERTY OWNER: SALT LAKE COUNTY	
PROJECT: 3650 SOUTH; 2700 WEST TO 3200 WEST		PROPERTY ADDRESS: 2880 WEST 3650 SOUTH			
PROJECT NUMBER: F-2215(1)0		PIN: 18823		UTAH DEPARTMENT OF TRANSPORTATION MERIDIAN ENGINEERING, INC.	

13-SEP-2023

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Construction Easement

(County)

Salt Lake County

Tax ID No.	15-33-128-045
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:124:E

Salt Lake County, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

SEE EXHIBIT 'A' & 'B'

Tax ID No. 15-33-128-045
PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:124:E

SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign
Mayor or Designee

By: _____
Clerk or Designee

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

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

NOTARY PUBLIC
Residing in Salt Lake County

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

On this _____ day of _____, 20____, personally appeared before me, _____, who being duly sworn, did say and acknowledge that s/he is the _____ Clerk of Salt Lake County, and that the foregoing instrument was signed by her/him on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

NOTARY PUBLIC
Residing in Salt Lake County

EXHIBIT 'A'

A temporary easement, upon part of an entire tract of property, in the NE1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the improvements of Lancer Way (3650 South Street) known as Project No. F-2215(1)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point in the easterly boundary line of said entire tract 1,325.95 feet S.00°00'20"W. along the section line and 1,870.51 feet N.89°56'20"E. and 8.00 feet N.00°21'54"E. from the Northwest Corner of said Section 33; and running thence S.89°55'49"W. 342.36 feet to the westerly boundary line; thence N.00°00'20"E. 8.00 feet along said westerly boundary line; thence N.89°55'49"E. 84.79 feet; thence N.00°04'11"W. 4.00 feet; thence N.89°55'49"E. 14.00 feet; thence S.00°04'11"E. 4.00 feet; thence N.89°55'49"E. 228.50 feet; thence N.00°04'11"W. 4.00 feet; thence N.89°55'49"E. 15.15 feet to a point in said easterly boundary line; thence S.00°21'54"W. (S.00°00'20"W. by record) 12.00 feet along said easterly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described easement contains 2,856 square feet or 0.066 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°00'04" clockwise to obtain highway bearings.)

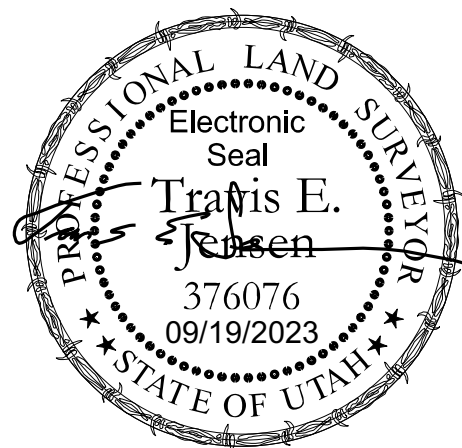
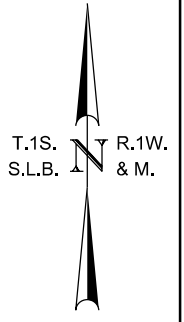


EXHIBIT 'B'

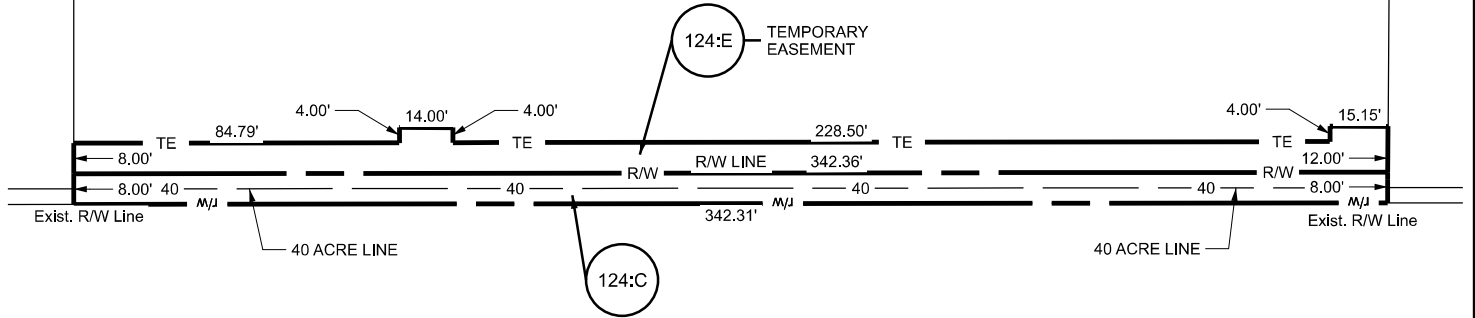
WEST VALLEY CITY
(INCORPORATED)



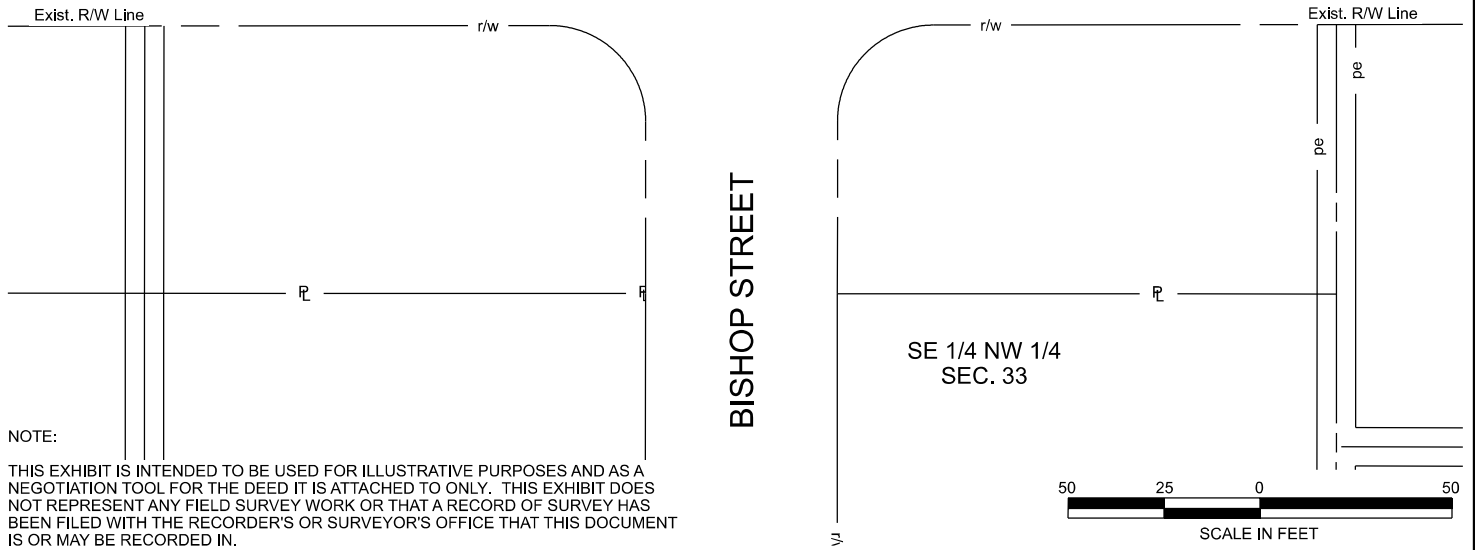
NE 1/4 NW 1/4
SEC. 33

SALT LAKE COUNTY
ENTRY NO. 2189662
2880 WEST 3650 SOUTH

DGN File: U:\Projects\2022\22359-MWN-HDR-WVC Lancer Way (3650 South)\18823_ConnectRight of Way\Exhibits\124\18823_F-2215(1)_03P_124_ Exhibit.dgn



LANCER WAY (3650 SOUTH STREET)



NOTE:
THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
124:C	SALT LAKE COUNTY	0.063	2,739	NONE	2,000	1.937	NONE
124:E	SALT LAKE COUNTY	0.066	2,856			TEMPORARY	

SHEET NO. 124-EXHIBIT		PARTIAL SUMMARY NO. 03P		PROPERTY OWNER: SALT LAKE COUNTY	
PROJECT: 3650 SOUTH; 2700 WEST TO 3200 WEST		PROPERTY ADDRESS: 2880 WEST 3650 SOUTH			
PROJECT NUMBER: F-2215(1)0		PIN: 18823		UTAH DEPARTMENT OF TRANSPORTATION MERIDIAN ENGINEERING, INC.	

13-SEP-2023