

RESOLUTION NO. _____, 2021

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING SURPLUS REAL PROPERTY AND APPROVING THE CONVEYANCE OF THE SAME BY QUITCLAIM DEED TO SCHMIDT BODY & PAINT, INC.

RECITALS

1. COUNTY owns a parcel of land located at approximately 275 West Lucy Ave., Salt Lake City, Utah, identified as Tax Id. No. 15-12-458-001 (the "Property"), which was struck off to COUNTY after the tax sale on January 10, 1964.
2. Schmidt Body & Paint, Inc. ("Schmidt"), has offered in writing to purchase the Property from the County for Three Thousand Four Hundred Eighty Five Dollars (\$3,485.00), 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 Schmidt. 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 property.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the sale and conveyance of the Property by quitclaim deed to Schmidt Body & Paint, Inc., as provided in the Agreement for the agreed appraised value of Three Thousand Four Hundred Eighty Five Dollars (\$3,485.00), 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 Quitclaim Deed, attached to the Agreement as Exhibit 2, and to deliver the fully executed documents to the County Real Estate Section for delivery to Schmidt Body & Paint, Inc., upon payment of the agreed upon purchase amount.

APPROVED and ADOPTED this ___ day of _____, 2022.

SALT LAKE COUNTY COUNCIL

By: _____
Laurie Stringham, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member DeBry voting _____
Council Member Granato voting _____
Council Member Newton voting _____
Council Member Snelgrove voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____

Reviewed and Advised as to Form and Legality:

John E. Diaz
Digitally signed by
John E. Diaz
Date: 2022.09.22
13:19:47 -06'00'

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT A
Tax Sale Property Purchase Agreement

TAX SALE PROPERTY PURCHASE AGREEMENT

THIS TAX SALE PROPERTY PURCHASE AGREEMENT (“Agreement”) is made and executed this ___ day of _____, 2022, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, with its business address located at 2001 South State Street, Salt Lake City, Utah 84190 (hereinafter referred to as “COUNTY”), and SCHMIDT BODY & PAINT, INC., a Utah corporation, with its business address located at 1229 South 300 West, Salt Lake City, Utah 84101 (hereinafter referred to as “BUYER”). COUNTY and BUYER may be referred to herein jointly as “Parties” and individually as a “Party.”

RECITALS

- A. COUNTY owns a parcel of land located at approximately 275 West Lucy Ave., Salt Lake City, Utah, identified as Tax Id. No. 15-12-458-001 (the “Property”), which was struck off to COUNTY after the tax sale on January 10, 1964.
- B. BUYER owns real property adjacent to the Property, desires to purchase from County any right, title, or interest of County in and to 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 determined that the value of the Property is Three Thousand Four Hundred Eighty Five Dollars (\$3,485.00).

IN CONSIDERATION of the covenants and conditions set forth herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by the Parties hereto as follows:

1. COUNTY agrees to convey and deliver to BUYER a quitclaim deed for the Property (the “Quitclaim 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 quitclaim deed, BUYER shall pay COUNTY Three Thousand Four Hundred Eighty Five Dollars (\$3,485.00, 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 Quitclaim 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 may be 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 OF THIS TAX SALE PROPERTY PURCHASE AGREEMENT, the Parties hereto have caused this Agreement to be duly executed this __ day of _____, 2022.

[Signature Page Follows Below]

COUNTY: SALT LAKE COUNTY:

RECOMMENDED FOR APPROVAL:

By _____
Mayor or Designee

Derrick L. Sorensen
Salt Lake County Property Manager

Date: _____

BUYER: SCHMIDT BODY & PAINT, INC.



By: Barbara Schmidt

Its: Owner

Date: Sept 27-2022

The individual signing above hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of SCHMIDT BODY & PAINT, INC., by authority of law and that this Agreement is binding upon the SCHMIDT BODY & PAINT, INC. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code Ann. § 76-8-504 (1973).

Reviewed and Advised as to Form and Legality:

John E. Diaz

Digitally signed by
John E. Diaz
Date: 2022.09.22
13:20:13 -06'00'

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT 1
LEGAL DESCRIPTION

COM AT NW COR LOT 17, FOXS SUB, N 26 FT W 16.5 FT; S 26 FT; E 16.5 FT TO BEG.

The above described parcel of land contains 0.01 acre, more or less.

Tax Serial No. 15-12-458-001

EXHIBIT 2
QUITCLAIM DEED

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-3300

Space above for County Recorder's use

Real Estate No. 4076
Tax Serial No. 15-12-458-001

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 SCHMIDT BODY & PAINT, INC., a Utah corporation, (hereinafter referred to as "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, located at 275 West Lucy Ave., Salt Lake City, Utah, identified as Tax Id. No. 15-12-458-001, and as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

IN WITNESS OF THIS QUITCLAIM DEED, 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 _____, 2022.

[Signature Page Follows Below]

SALT LAKE COUNTY:

By: _____
MAYOR or DESIGNEE

By: _____
COUNTY CLERK

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

On the __ day of _____ 2022, 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

On this __ day of _____, 2022, 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 and Advised as to Form and Legality:

Digitally signed by John E. Diaz
John E. Diaz
Date: 2022.09.22 13:20:46 -06'00'

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT A”

COM AT NW COR LOT 17, FOXS SUB, N 26 FT W 16.5 FT; S 26 FT; E 16.5 FT TO BEG.

The above described parcel of land contains 0.01 acre, more or less.

Tax Serial No. 15-12-458-001