

RESOLUTION NO. _____, 2020

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING
SURPLUS REAL PROPERTY AND APPROVING THE CONVEYANCE OF
THE SAME BY QUIT-CLAIM DEED TO WEST END LLC

RECITALS

1. Salt Lake County (the “County”) owns a parcel of real property, Parcel No. 15-11-278-017, located at approximately 717 West Genesee Avenue, Salt Lake City, Utah (the “Property”), which was struck off to the County after the tax sale in 2007.

2. West End LLC (“West End”), has offered in writing to purchase the Property from the County for \$1,700.00, which amount has been approved by the 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 West End. 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 quit-claim deed to West End as provided in the Agreement for the agreed appraised value of One Thousand Seven Hundred Dollars and Zero Cents (\$1,700.00) 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 West End upon payment of the agreed upon purchase amount.

APPROVED and ADOPTED this _____ day of _____, 2020.

SALT LAKE COUNTY COUNCIL


By: _____
Max Burdick, 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: 2020.08.06 09:59:57 -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 __ 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 West End LLC, a Utah limited liability company, hereinafter referred to as BUYER.

RECITALS

- A. COUNTY owns a parcel of land located at approximately 717 West Genesee Avenue, Salt Lake City, Utah, identified as Tax ID 15-11-278-017 (the "Property"), which was struck off to COUNTY after the tax sale in 2007.
- B. BUYER owns title to real property adjacent to the Property, desires to purchase from the County 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 that the Property has an appraised value of \$1,700.00.

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 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 \$1,700.00 (the "Purchase Price").

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

COUNTY: Salt Lake County

By _____
Mayor or Designee

RECOMMENDED FOR APPROVAL:


Derrick L. Sorensen
Salt Lake County Property Manager

BUYER: West End LLC

DocuSigned by:

56E46758DBE24A7
By: Maximillian Coreth
Its: Manager

APPROVED AS TO FORM:

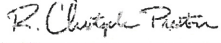
 Digitally signed by Robert Preston
Date: 2020.08.05 17:57:03 -06'00'
R. Christopher Preston
Deputy District Attorney

EXHIBIT 1
LEGAL DESCRIPTION

A parcel of land being all of an entire tract described in that Tax Record Deed recorded as Entry No. 10142617, in Book 9482, at Page 2535, in the office of the Salt Lake County Recorder. Said parcel of land is located in the Northeast Quarter of Section 11, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

Beginning West 10 feet and South 7.5 feet from Southeast Corner of Lot 49, Cummings Subdivision, Block 2, Plat C, Salt Lake City Survey; South 7.5 feet; West 30 feet; North 7.5 feet; East 30 feet to the **Point of Beginning**.


The above-described parcel of land contains 225 square feet in area or 0.005 acre, more or less.

Parcel No. 15-11-278-017

EXHIBIT 2
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

Space above for County Recorder's use

APPROVED AS TO FORM Salt Lake County District Attorney's Office  Digitally signed by Robert Preston Date: 2020.08.05 17:56:31 -06'00'
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QUITCLAIM DEED
Salt Lake County

Parcel No. 1:C
Tax Serial No. 15-11-278-017
Surveyor WO: W042920042
RE #3856

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to, WEST END LLC, a Utah Limited Liability Company, 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 Quitclaim 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 all of an entire tract described in that Tax Record Deed recorded as Entry No. 10142617, in Book 9482, at Page 2535, in the office of the Salt Lake County Recorder. Said parcel of land is located in the Northeast Quarter of Section 11, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

Beginning West 10 feet and South 7.5 feet from Southeast Corner of Lot 49, Cummings Subdivision, Block 2, Plat C, Salt Lake City Survey; South 7.5 feet; West 30 feet; North 7.5 feet; East 30 feet to the **Point of Beginning**.

The above-described parcel of land contains 225 square feet in area or 0.005 acre, more or less.

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

EXHIBIT B



LEGEND	
Surplus Parcel	_____
Adjacent Parcel Line	_____
Lot Lines	_____
Street Centerline	_____

West End, LLC
15-11-278-005

Nava & Alatorre
15-11-278-006

Summun of Salt Lake City
15-11-278-018

47

48

49

50

51

52

West End, LLC
15-11-278-016

L3 L4 L1
L2

POB

SLCo Tax Parcel
15-11-278-017
225 Sq Ft - 0.005 Ac

ALLEY

6

5

4

3

2

1

West End, LLC
15-11-278-014

West End, LLC
15-11-278-012

West End, LLC
15-11-278-013

Cummings Subdivision
B-53

LINE TABLE		
L1	SOUTH	7.5'
L2	WEST	30'
L3	NORTH	7.5'
L4	EAST	30'

700 WEST STREET



West End, LLC - SLCo Surplus Parcel
717 West Genesse Ave

Prepared for:
Salt Lake County Real Estate Division

Sec. 11, T.1 S., R. 1 W., S.L.B.&M.
Work Order No. W042920042

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

NO SCALE

RE #3856

Prepared By: KDS

Checked By: SVK

Sheet No. 3 of 3

Date: 04/30/2020

Date: 04/30/2020