A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING SURPLUS REAL PROPERTY AND APPROVING THE SALE AND CONVEYANCE OF THE SAME BY QUITCLAIM DEED TO NATALIE ANN HENDRIX RECITALS

 Salt Lake County ("County") owns a parcel of land located approximately at 7535 South Birch St., Midvale, UT 84047, identified as Tax Id. No. 21-25-429-005-0000 (the "Property"); and

2. Natalie Ann Hendrix ("Hendrix") owns real property adjacent to the Property, and desires to purchase from County any right, title, or interest of the County in and to the Property. A description of the Property is included in the Property Purchase Agreement ("Agreement") as Exhibit "A" and the Agreement is attached hereto as Exhibit 1, and incorporated herein by this reference.

3. Hendrix has offered in writing to purchase the Property from County for Five Thousand Two Hundred Twenty-Six Dollars (\$5,226.00 the "Purchase Price"), which amount has been approved by the Salt Lake County Real Estate Section as fair market value.

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

5. It has been determined that the best interest of County and the general public will be served by the sale and conveyance of the Property to Hendrix.

6. 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 NATALIE ANN HENDRIX, as provided in the Agreement for the agreed appraised value of Five Thousand Two Hundred Twenty-Six Dollars (\$5,226.00) 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 NATALIE ANN HENDRIX, upon payment of the agreed upon Purchase Price.

APPROVED and ADOPTED this _____ day of _____, 2025.

SALT LAKE COUNTY COUNCIL

By: ____

Dea Theodore, Chair

ATTEST:

Lannie Chapman Salt Lake County Clerk

Council Member Bradshaw voting ______ Council Member Harrison voting ______ Council Member Moreno voting ______ Council Member Pinkney voting ______ Council Member Romero voting ______ Council Member Stewart voting ______ Council Member Stringham voting ______ Council Member Theodore voting ______

Reviewed and Advised as to Form and Legality:

John E. Diaz Senior Deputy District Attorney Salt Lake County

EXHIBIT A Property Purchase Agreement

RE No. DA NO. 25CIV000638

PROPERTY PURCHASE AGREEMENT

This PROPERTY PURCHASE AGREEMENT ("Agreement"), is made and executed this _____ day of ______, 2025, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, with its address located at 2001 South State Street, Salt Lake City, Utah 84190 ("County"), and NATALIE ANN HENDRIX, an individual, residing at 7535 South Birch St., Midvale, Utah 84047 ("Buyer). County and Buyer may be referred to herein jointly as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, County owns a parcel of land located approximately at 7535 South Birch St., Midvale, UT 84047, identified as Tax Id. No. 21-25-429-005-0000 (the "Property"); and

WHEREAS, Buyer owns real property adjacent to the Property, and desires to purchase from the County any right, title, or interest of the County in and to the Property. A description of the Property is attached hereto as Exhibit 1, and incorporated herein by this reference.

WHEREAS, 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 Five Thousand Two Hundred Twenty-Six Dollars (\$5,226.00).

NOW, THEREFORE, in consideration of the stated Recitals, which are incorporated herein by reference, and the mutual covenants and agreements of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. County agrees to sell, convey, transfer, 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 Five Thousand Two Hundred Twenty-Six Dollars (\$5,226.00 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 with 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, and the County Clerk pursuant to a resolution of the Salt Lake County Council.

6. County and Buyer agree that Director or acting Director of the Salt Lake County Real Estate Division shall act as closing agent for the Parties hereto in accordance with the terms of this Agreement.

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 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 _____, 2025.

COUNTY: SALT LAKE COUNTY:

RECOMMENDED FOR APPROVAL:

By___

Mayor or Designee

BUYER: NATALIE ANN HENDRIX:

Clinton Benson Acting Salt Lake County Property Director

Reviewed and Advised as to Form and Legality:

Do not sign for exhibit purpose only

John E. Diaz Senior Deputy District Attorney Salt Lake County

By:

EXHIBIT 1 LEGAL DESCRIPTION

Address: Approximately located at 7535 South Birch St., Midvale, UT 84047

Parcel #: 21-25-429-005-0000

Legal Description:

COM 59 RDS S & 20 RDS W FR E 1/4 COR SEC 25 T 2S R 1W SL MER S 26.4 FT W 4 RDS N 26.4 FT E 4 RDS TO BEG 0.04 AC SLCO TD

EXHIBIT 2 QUITCLAIM DEED

DA # 25CIV000638 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

Parcel No.<u>21-25-429-005-0000.</u>

QUITCLAIM DEED Salt Lake County

SALT LAKE COUNTY a body corporate and politic of the State of Utah, with its address located at 2001 South State Street, Salt Lake City, Utah 84190 ("Grantor"), hereby Quitclaim(s) to, NATALIE ANN HENDRIX, an individual, residing at 7535 South Birch St., Midvale, Utah 84047 ("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 _____, 2025.

SALT LAKE COUNTY

By:

MAYOR or DESIGNEE

Reviewed and Advised as to Form and Legality:

Do not sign for exhibit purpose only

By: ____

COUNTY CLERK

John E. Diaz Senior Deputy District Attorney Salt Lake County

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

On this _____ day of ______, 2025, personally appeared before me ______, who being 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.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____

My Commission Expires: _____

Residing in:

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

On this _____ day of ______, 2025, 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

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public	
My Commission Expires:	

Residing in:

(EXHIBIT A)

Parcel 21-25-429-005 COM 59 RDS S & 20 RDS W FR E 1/4 COR SEC 25 T 2S R 1W SL MER S 26.4 FT W 4 RDS N 26.4 FT E 4 RDS TO BEG 0.04 AC SLCO TD