

RESOLUTION NO. _____, 2020

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING CERTAIN REAL PROPERTY SURPLUS AND AUTHORIZING EXECUTION OF A REAL ESTATE PURCHASE AND SALE AGREEMENT WITH UTAH'S ACQUATICS ACADEMY, LLC, AND RELATED DOCUMENTS

W I T N E S S E T H

A. Salt Lake County (the "County") owns fee title to a parcel of real property located at 10300 South Redwood Road, South Jordan, Utah, identified as Parcel No. 27-15-127-015 (the "County Property").

B. Utah's Aquatics Academy, LLC, a Utah limited liability company ("Utah's Aquatics"), has approached the County about purchasing the County Property.

C. Utah's Aquatics has offered to purchase the property for \$1,500,000.00, which has been negotiated and approved by Salt Lake County Real Estate Division as a fair market value for the County Property.

D. The County and Utah's Aquatics have negotiated to convey the County Property pursuant to the terms and conditions of a Real Estate Purchase and Sale Agreement ("Purchase Agreement") attached hereto as Exhibit 1.

E. Having held a public hearing on July 21, 2020, and having provided notice, the County may now declare the County Property surplus and dispose of it.

F. It has been determined that the best interests of the County and the general public will be served by conveying the County Property to Utah's Aquatics as proposed in the attached Purchase Agreement. The conveyance of the County Property will comply with all applicable state statutes and County ordinances.

R E S O L U T I O N

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the County Property is hereby declared surplus property.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the County Property shall be conveyed to Utah's Aquatics by special warranty deed in accordance with the terms of the Purchase Agreement attached hereto as Exhibit 1 and by this reference made a part of this Resolution; and the Mayor is hereby authorized to execute said Agreement.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized to execute such other documents as may be reasonably necessary to effectuate the closing contemplated by the approved Purchase Agreement including but not limited to the Special Warranty Deed in substantially the same form attached as hereto as Exhibit 2.

APPROVED and ADOPTED this ____ day of _____, 2020.

SALT LAKE COUNTY COUNCIL:

Max Burdick, Chair Date

ATTEST:

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:

R. Christopher Preston
Deputy District Attorney

EXHIBIT 1

(Real Estate Purchase and Sale Agreement)

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“**Agreement**”) is dated as of July 15th, 2020 (the “**Acceptance Date**”) by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (“**Seller**”), and, **UTAH’S AQUATICS ACADAMY, LLC** (“**Buyer**”).

1. **AGREEMENT TO PURCHASE/SELL PROPERTY:** Seller hereby agrees to sell, convey and assign to Buyer, and Buyer agrees to buy and accept from Seller, under the terms and conditions and for the purchase price hereinafter set forth, that certain real property located at 10300 South Redwood Rd, South Jordan, Utah, (also identified as Parcel No. 27-15-127-015, consisting of approximately 1.8 acres) as more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with any and all appurtenant rights, privileges and easements (collectively, the “**Property**”). The Property includes all fixtures presently attached to the Property.
2. **PURCHASE PRICE:** The purchase price for the Property shall be \$1,500,000.00 (the “**Purchase Price**”), and shall be payable as follows: \$20,000.00 Earnest Money Deposit to be deposited with **Meridian Title** (the “**Title Company**”) within five (5) business days of the Acceptance Date, and the balance of \$1,480,000.00, which shall be payable at Closing. Unless this Agreement is terminated as provided in Sections 6 or 8 or the Seller is in default, the Earnest Money Deposit shall become non-refundable upon expiration of the Inspection Period defined below.
3. **CLOSING:** Provided this Agreement has not terminated in accordance with the provisions of Sections 6 or 8, the "Closing" with respect to the Property shall be held at the offices of the Title Company, on or before the expiration of thirty (30) days from the expiration of the Inspection Period, but not later than August 31, 2020 (the “**Closing Date**”), unless the same is extended as provided herein. Closing shall occur when Buyer and Seller have (a) signed and delivered to each other (or to the escrow/title company), all documents required by this Agreement, by written escrow instructions, and by applicable law, (b) Buyer has approved all items referenced under Sections 7 and 8, and has removed all contingencies referenced in Section 9, and (c) the monies required to be paid under this Agreement have been delivered to the escrow/title company in the form of cashier’s check, collected or cleared funds. Buyer and Seller shall each pay one half of the escrow closing fee unless otherwise agreed by the parties in writing. All pro-rations, particularly of real estate property taxes, shall be made as of the date of closing.
4. **POSSESSION:** Seller shall deliver possession of the Property to Buyer within twenty-four (24) hours following the Closing Date.
5. **AGENCY DISCLOSURE:** At the signing of this Agreement, neither Buyer nor Seller is represented by a real estate broker. Neither Buyer nor Seller is obligated to pay any real estate commission in this transaction, and each shall indemnify the other from any claim related to any real estate commission.
6. **TITLE TO PROPERTY AND TITLE INSURANCE:** (a) Seller has, or shall have at closing, fee simple title to the Property, and agrees to convey such title to Buyer by special

warranty deed, free of financial encumbrances; (b) Seller agrees to pay for and furnish Buyer a current title report prior to closing, and to furnish Buyer at closing with a current standard coverage owner's policy of title insurance in the amount of the purchase price.

7. **SELLER DISCLOSURES:** Buyer acknowledges that Seller has already delivered to the Buyer the following Seller disclosures in Seller's possession, if any (unless otherwise already produced in conjunction with the disclosure required by Section 6.1(b) above: (a) copies of all loan documents, leases, rental agreements, liens, and other financial encumbrances against the Property; (b) copies of all studies and/or reports which have previously been completed on the Property, including without limitation, environmental reports, soils studies, site plans, surveys and the like.
8. **BUYER UNDERTAKINGS:** Buyer shall have until July 31, 2020 (the "Inspection Period"), to to determine the marketability of title, to review surveys, to obtain geotechnical reports, to obtain environmental surveys/studies, to review any and all leases and/or encumbrances on the Property, to obtain confirmation from all relevant parties and/or agencies that the Property meets all necessary zoning requirements, to determine the developmental feasibility of the Property, and all other due diligence Buyer deems necessary. Buyer may cancel this Agreement at any time during the Inspection Period for any reason by providing written notice to the Seller. Upon written notice of termination during the Inspection Period, the Earnest Money in its entirety shall be refunded to Buyer.
9. **CONTINGENCIES:** Buyer's obligations under this Agreement are conditioned upon and subject to the Buyer's approving title to the Property as specified in Sections 6, the Seller Disclosures in Section 7, and, if undertaken, the results of actions referenced in Buyer Undertakings as specified in Section 8. Buyer shall have until the expiration of the Inspection Period to approve Seller Disclosures, to complete the Buyer Undertakings, and to remove the contingencies referenced in this Section 9.
10. **SELLER'S WARRANTIES:** Regarding the condition of the Property, Seller warrants to Buyer the following: As of closing, Seller has no knowledge of any claim or notice of an environmental, building, or zoning code violation regarding the Property which has not been resolved.
11. **NO OTHER REPRESENTATIONS AND WARRANTIES.** Except as expressly set forth in this Agreement: (a) Buyer is purchasing the Property, and the Property shall be conveyed and transferred to Buyer, "AS IS, WHERE IS, AND WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of Seller; and (b) Seller has not, does not and will not, with respect to the Property, make any warranties or representations, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition or merchantability, or with respect to the value, profitability, developability or marketability of the Property.
12. **CHANGES DURING TRANSACTION:** Seller agrees that no changes to any existing leases shall be made, no new leases entered into, and no alterations or improvements to the Property shall be made or undertaken without the written consent of Buyer.

- 13. AUTHORITY OF SIGNERS:** The persons executing this contract on behalf of Buyer each warrant his or her authority to do so and to bind Buyer. Seller, Salt Lake County, is a body corporate and politic of the State of Utah. The signature of the Salt Lake County Mayor, pursuant to a resolution of the County Council, is required in order to bind Seller. In the event this Agreement is first executed by an authorized representative of the Salt Lake County Real Estate Division, this Agreement is subject to ratification by the County Mayor and County Council.
- 14. COMPLETE CONTRACT:** This instrument, together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire contract between the parties, and supersedes and replaces any and all prior negotiations, representations, warranties, understandings, or contracts between the parties. This contract cannot be changed except by written agreement of the parties.
- 15. GRAMA:** Buyer acknowledges that this Agreement and other documents are subject to public disclosure by Seller upon approval and ratification of this Agreement by the County Council pursuant to the Utah Government Records Access Management Act (“GRAMA”), Utah Code Ann. §§ 63G-2-101, *et seq.* If Buyer deems any documents or portions of documents to be proprietary and protected, Buyer must make those designations in accordance with GRAMA. Disclosure of any documents or portions of documents designated as proprietary by Buyer will be pursuant to GRAMA and at the sole discretion of Seller.
- 16. ETHICAL STANDARDS:** Buyer represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County’s Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.
- 17. 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 understand this prohibition means that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with Seller 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.
- 18. ABROGATION:** Except for express warranties made in this contract, the provisions of the contract shall not apply after closing.

19. ASSIGNMENT: This Agreement and the rights and obligations of Buyer hereunder, are personal to Buyer. This Agreement may not be assigned by Buyer without the prior written consent of Seller.

20. RISK OF LOSS: All risk of loss or damage to the property shall be borne by Seller until closing.

21. TIME IS OF THE ESSENCE: Time is of the essence regarding the dates set forth in this transaction. Extensions must be agreed to by all parties.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS: Electronic transmission (including email and fax) of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original.

23. INCORPORATION OF PRIOR AGREEMENTS: This Agreement contains the entire understanding of Buyer and Seller with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements and understandings between the parties hereto pertaining to any such matter. No provision of this Agreement may be amended, modified, supplemented, or added to except by an agreement in writing, expressly stating that such agreement is an amendment of this Agreement, signed by the parties to this Agreement or their respective successors-in-interest.

24. CONTRACT DEADLINES: Buyer and Seller agree that the following deadlines shall apply to the Agreement.

(a) **Seller Disclosure Deadline** Already completed

(b) **Inspection Period Deadline** July 31, 2020.

(c) **Closing Deadline** Within thirty (30) calendar days after the Inspection Period Deadline but not later than August 31, 2020.

25. ACCEPTANCE DATE: The "Acceptance Date" shall be the date on which the last of Buyer and Seller executes this Agreement.

26. NOTICES. All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if personally served or if mailed by certified or registered U.S. Mail, return receipt requested, postage prepaid, and addressed as follows:

(a) If to Seller, to:

SALT LAKE COUNTY
2001 South State Street, S3-110
Salt Lake City, Utah 84119
Attention: Derrick L. Sorensen

or such other address or addresses as Seller may hereafter designate by notice to Buyer as herein provided; and

(a) If to Seller, to:

SALT LAKE COUNTY
2001 South State Street, S3-110
Salt Lake City, Utah 84119
Attention: Derrick L. Sorensen

or such other address or addresses as Seller may hereafter designate by notice to Buyer as herein provided; and

(b) If to Buyer, to:

UTAH'S AQUATICS ACCADEMY, LLC
10681 South 300 East,
Sandy, Utah 84047
Attention: Alliesha O'Neal

or such other address or addresses as Buyer may hereafter designate by notice to Seller as herein provided.

(c) If personally served, notices or other communications under this Agreement shall be deemed to have been given and received and shall be effective when personally served. If sent by mail in the form specified herein, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective when deposited in the U.S. Mail in the form specified in this Paragraph.

27. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this Offer by _____ P.M. Mountain Time on _____, this Offer shall lapse.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the day and year first above written.



SELLER:

SALT LAKE COUNTY

By: _____
Mayor or Designee

BUYER:

Utah Aquatics Academy, LLC

By: Alliesha Rober
Name: Alliesha Rober
Title: owner

Exhibit A
(Legal Description)

BEG S 0°06'05" W 372.06 FT & N 89°53'55" W 33 FT FR N 1/4 COR OF SEC 15, T 3S, R 1W,
S L M; N 89°53'55" W 370.27 FT; S 18°10' E 41.66 FT; S 25°20'50" E 203.25 FT; S 20°31'47"
E 50.13 FT; S 89°53'55" E 252.21 FT; N 0°06'05" E 270 FT TO BEG. LESS STREET. 1.81 AC

Parcel No. 27-15-127-015

Exhibit 2
(Special Warranty Deed)

WHEN RECORDED, RETURN TO:
Utah's Aquatics Academy, LLC
10681 South 300 East
Sandy, UT 84047

SPECIAL WARRANTY DEED

Tax Serial Nos. 27-15-127-015

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby conveys and warrants against all who claim by, through, or under Grantor, to Utah's Aquatics Academy, LLC, a Utah limited liability company, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described parcel of real property in Salt Lake County, Utah, to wit:

SEE EXHIBIT A

SUBJECT TO current general taxes, easements, restrictions, and rights-of-way of record.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this ___ day of _____, 2020.

GRANTOR
SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
Salt Lake County Clerk



[Acknowledgements on following page]

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ___ day of _____, 2020, 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, Utah

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ___ day of _____, 2020, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge that (s)he is the Clerk of Salt Lake County, and that the foregoing Special Warranty Deed was signed by her on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

Exhibit A

An entire tract of land described in a Special Warranty Deed recorded on June 15, 1993 as Entry No. 6101061 in the office of the Salt Lake County Recorder and shown on a record of survey plat filed as S1995-04-0169 in the office of the Salt Lake County Surveyor. Said entire tract is located in the Northwest Quarter of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian

Certain real property located in Salt Lake County, State of Utah, more particularly described as follows:

BEGINNING at a point which is South $0^{\circ}06'05''$ West 372.06 feet and North $89^{\circ}53'55''$ West 33.00 feet from the North quarter corner of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North $89^{\circ}53'55''$ West 370.27 feet to the East bank of the Utah and Salt Lake Canal; thence following the East bank of said canal South $18^{\circ}10'00''$ East 41.66 feet; thence South $25^{\circ}20'50''$ East 203.25 feet; thence South $20^{\circ}31'47''$ East 50.13 feet; thence leaving the East bank of said canal and running South $89^{\circ}53'55''$ East 252.21 feet; thence North $0^{\circ}06'05''$ East 270.00 feet to the point of BEGINNING.

LESS AND EXCEPTING that portion of property lying within the bounds of Redwood Road.

Subject to a prescriptive easement along the West boundary for the canal maintenance road.

The basis of bearing is S. $00^{\circ}06'05''$ W. along the monument line of Redwood Road between the North Quarter Corner of Section 15 and the P.I. monument at the intersection of 10400 South Street.