

RESOLUTION NO. _____, 2024

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
JAMES HOWARD

RECITALS

1. County owns a parcel of land located approximately at 3200 South 8920 West, Magna, Utah 84044, identified as Tax Id. No. 14-30-427-043 (the “Property”), which was struck off to County after a tax sale on May 24, 2012, and recorded on June 22, 2012, as Entry No. 11415976, in Book 10028, at Page 7878, in the office of the Salt Lake County Record.
2. Mr. James Howard (“Mr. Howard”), an adjacent landowner, has offered in writing to purchase the Property from the County for Seven Hundred Eighty-Six and 30/100 Dollars (\$786.30 the “Purchase Price”), which amount has been approved by the Salt Lake County Real Estate Section as fair market value.
3. This offer is in the form of a Tax Sale Property Purchase Agreement (the “Agreement”), attached hereto as Exhibit A.
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 Mr. Howard.
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 Mr. James Howard, as provided in the Agreement for the agreed appraised value of Seven Hundred Eighty-Six and 30/100 Dollars (\$786.30) 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 Mr. James Howard, upon payment of the agreed upon Purchase Price.

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 and Advised as to Form and Legality:

John E. Diaz
Senior 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 _____, 2024, 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 JAMES HOWARD, an individual, residing at 3211 South 8920 West, Magna, Utah 84044 (“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 3200 South 8920 West, Magna, Utah 84044, identified as Tax Id. No. 14-30-427-043 (the “Property”), which was struck off to County after a tax sale on May 24, 2012, and recorded on June 22, 2012, as Entry No. 11415976, in Book 10028, at Page 7878, in the office of the Salt Lake County Recorder.

WHEREAS, Buyer owns real property adjacent to the Property, and 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.

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 Seven Hundred Eighty-Six and 30/100 Dollars (\$786.30).

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 acknowledge, the Parties hereby agree 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 Seven Hundred Eighty-Six and 30/100 Dollars (\$786.30).
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, 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 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 _____, 2024.

COUNTY: Salt Lake County

RECOMMENDED FOR APPROVAL:

By _____
Mayor or Designee

Derrick L. Sorensen
Salt Lake County Property Manager

BUYER: JAMES HOWARD

Reviewed and Advised as to Form and
Legality:

By:

For Exhibit Purpose Only
John E. Diaz
Senior Deputy District Attorney
Salt Lake County

EXHIBIT 1
LEGAL DESCRIPTION

3200 South 8920 West, Magna, Utah 84044, identified as Tax Id. No. 14-30-427-043

Legal Description:

Beginning at a point that is 422.86 feet S. $00^{\circ}11'00''$ W. and 660 feet N. $89^{\circ}49'00''$ W. and 305 feet South from the Northeast Corner of the Southeast Quarter of said Section 30; thence South 25 feet; thence West 110 feet; thence North 25 feet; thence East 110 feet to the **Point of Beginning**.

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

QUITCLAIM DEED
Salt Lake County

Tax Serial No. 14-30-427-043
Surveyor WO: W071624013
RE-4294

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to, James Howard, 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

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

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: _____

Reviewed and Advised as to Form and Legality:

For exhibit purposes only _____
John E. Diaz
Senior Deputy District Attorney
Salt Lake County

(EXHIBIT A)

An entire tract of land described in that Tax Sale Deed recorded as Entry No. 11415976, in Book 10028 at Page 7878 in the office of the Salt Lake County Recorder. Said parcel of land is located in the Southeast Quarter of Section 30, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and is described as follows:

Beginning at a point that is 422.86 feet S. 00°11'00" W. and 660 feet N. 89°49'00" W. and 305 feet South from the Northeast Corner of the Southeast Quarter of said Section 30; thence South 25 feet; thence West 110 feet; thence North 25 feet; thence East 110 feet to the **Point of Beginning**.

The above-described parcel of land contains 2,750 square feet in area or 0.063 acre, more or less.

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

BASIS OF BEARING: S. 00°11'00" W. along the East Section line between the East Quarter Corner and the Southeast Corner of said Section 30, Township 1 South, Range 2 West, Salt Lake Base and Meridian.

EXHIBIT "B"

LEGEND

- TRACT BOUNDARY
- ADJOINING PARCEL

NICHOLAS JOHNSON &
BRANDON SALINAS
14-30-427-039

OLIVIA CARRENO
14-30-427-042

SALT LAKE COUNTY
14-30-427-050

ARMANDO MUNOZ
14-30-427-045

POB

EAST 110.00'

NORTH 25.00'

SALT LAKE COUNTY
14-30-427-043

4294:Q
2,750 sq. ft.

CHERYL HANSEN
14-30-427-046

WEST 110.00'

SOUTH 25.00'

DAN & GRACE HOWARD
14-30-429-001

PAMELA & DENNIS SANDOVAL
14-30-429-006

3200 South Street

8920 West Street



Scale in Feet
1"=30'

Page 3 of 3
Prepared: July 22, 2024



SALT LAKE COUNTY QUITCLAIM DEED - 4294:Q

Prepared for:
Salt Lake County Real Estate

Section 30, T.1 S., R.2 W., S.L.B.&M.
Work Order No. W071624013

Drawn by: CJL
Checked by: BEP

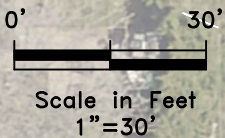
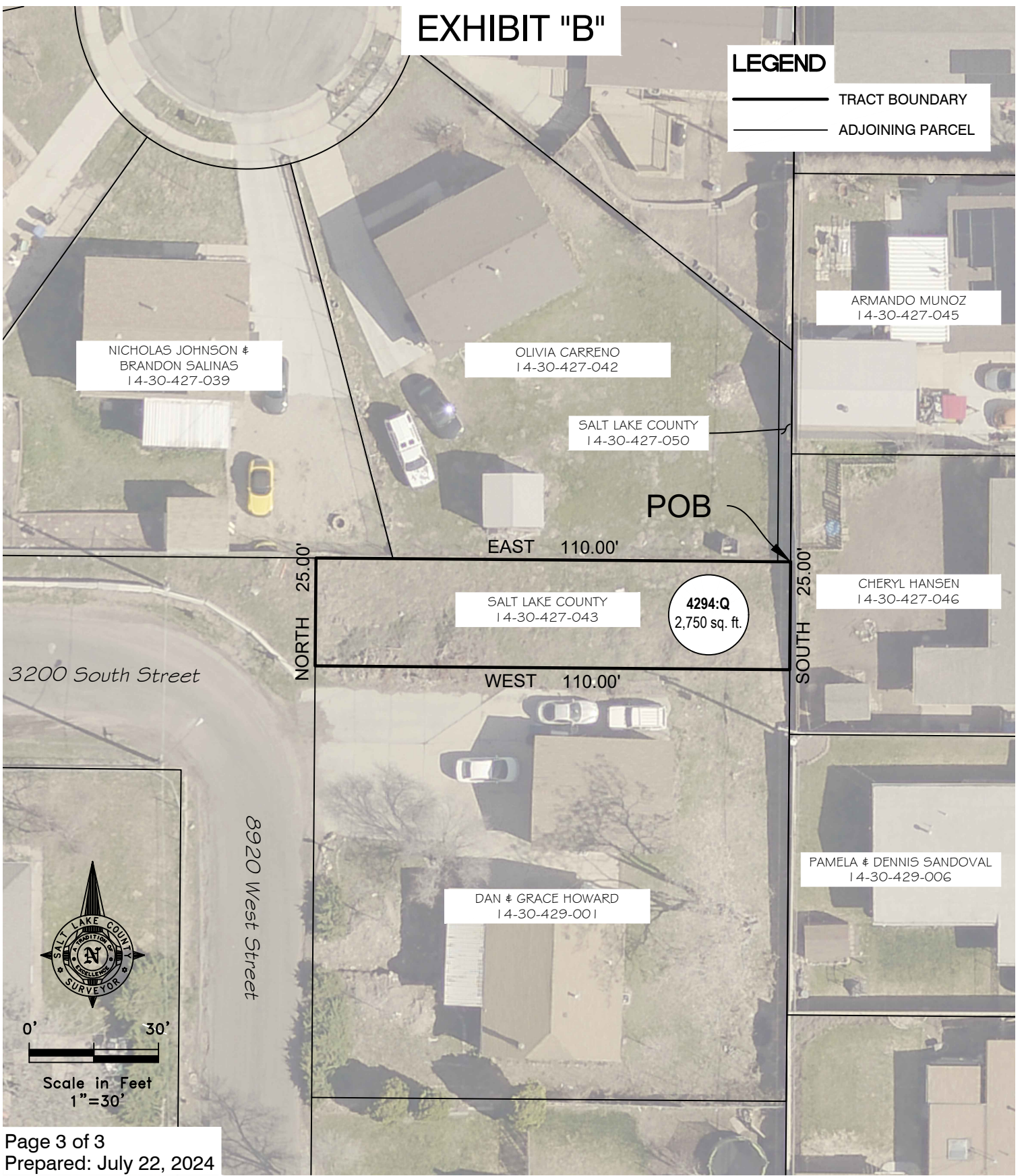
Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240

EXHIBIT "B"

LEGEND

- TRACT BOUNDARY
- ADJOINING PARCEL



Page 3 of 3
Prepared: July 22, 2024



SALT LAKE COUNTY QUITCLAIM DEED - 4294:Q

Prepared for:
Salt Lake County Real Estate

Section 30, T.1 S., R.2 W., S.L.B.&M.
Work Order No. W071624013

Drawn by: CJL
Checked by: BEP

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