

RESOLUTION NO. _____, 2021

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING
SURPLUS REAL PROPERTY AND APPROVING THE CONVEYANCE OF
THE SAME BY QUIT-CLAIM DEED TO PAUL M. GARDNER

RECITALS

1. Salt Lake County (the "County") owns a parcel of real property, Parcel No. 28-14-251-016, located at approximately 3183 East Canyon Oak Cir., Sandy, Utah (the "Property"), which was struck off to the County after the tax sale in 2016.
2. Paul M. Gardner ("Buyer") owns a parcel of land adjacent to the Property.
3. Buyer has offered to purchase the Property from the County for an agreed upon price, which has been reviewed and approved by the County Real Estate Division, and has paid a fee of \$100, which amount shall be credited towards the purchase price of the Property. This offer is in the form of a Tax Sale Property Purchase Agreement (the "Agreement") attached hereto as Exhibit A.
4. The County has determined that the Property is not currently in public use and that the Property should be sold for \$532.29. Proceeds from the sale of the Property will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.
5. The best interest of the County and the general public will be served by the sale and conveyance of the Property to Buyer for the negotiated price. 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 Buyer as provided in the Agreement for the agreed upon price of Five Hundred Thirty-Two Dollars and Twenty-Nine Cents (\$532.29) is

hereby approved; and the Mayor is hereby authorized to execute the Agreement and the Mayor and County Clerk are authorized to execute the Quit-Claim Deed, attached to the Agreement as Exhibit 2, and to deliver the fully executed documents to the Salt Lake County Real Estate Division for delivery to Buyer in accordance with the terms of the Agreement.

APPROVED and ADOPTED this _____ day of _____, 2021.

SALT LAKE COUNTY COUNCIL

By: _____
Steve DeBry, 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	_____

APPROVED AS TO FORM:

 Digitally signed by R.
Christopher Preston
Date: 2021.01.20 10:26:10 -07'00'

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 _____, 2021, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and PAUL M. GARDNER, hereinafter referred to as BUYER.

RECITALS

- A. COUNTY owns a parcel of land located at approximately 3183 East Canyon Oak Cir. in Sandy, Utah, identified as Tax ID 28-14-251-016 (the "Property"), which was struck off to COUNTY after the tax sale in 2016.
- B. BUYER owns title to real property adjacent the Property, desires to purchase the Property from the County, 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 agreed upon value of \$532.29.

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 \$532.29 (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 Parcel 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 _____, 2021.

COUNTY: Salt Lake County

RECOMMENDED FOR APPROVAL:

By _____
Mayor or Designee


Derrick L. Sorensen
Salt Lake County Property Manager

BUYER: Paul M. Gardner



APPROVED AS TO FORM:


R. Christopher Preston
Deputy District Attorney

EXHIBIT 1
LEGAL DESCRIPTION

An entire tract of land being a part of Lot 39, Seven Springs subdivision recorded February 1, 1979 as Entry No. 3231776 in Book 79-2 of Plats, at Page 39 and described in that Tax Sale Record recorded July 7, 2016 as Entry No. 12315863 in Book 10449, at Page 8878 in the Office of the Salt Lake County Recorder. Said entire tract is located in the Northeast Quarter of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian and is described as follows:

BEG NE COR LOT 39, SEVEN SPRINGS SUB S 6°W 31.64 FT; N 50°55'52" W 82.68
FT TO SW COR LOT 34, SD SUB; S 73° E 70.58 FT TO BEG. 6720-1000 6485-1128,
1134, 1104, 1107 6076-2757 6072-410 6011-2600 6720-1002 9482-2529 9569-2420

Tax Serial No. 28-14-251-016

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

QUITCLAIM DEED
Salt Lake County

*Parcel No.: 3882.001:C
Tax Serial No. 28-14-251-016
Surveyor WO: W101420068*

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to, PAUL M GARDNER, a married man as his separate property, 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: Exhibit Only - Do not Sign
MAYOR or DESIGNEE

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

By: Exhibit Only - Do not Sign
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: _____

Parcel No.: 3882.001:C
Tax Serial No. 28-14-251-016
Surveyor WO: W101420068

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: _____

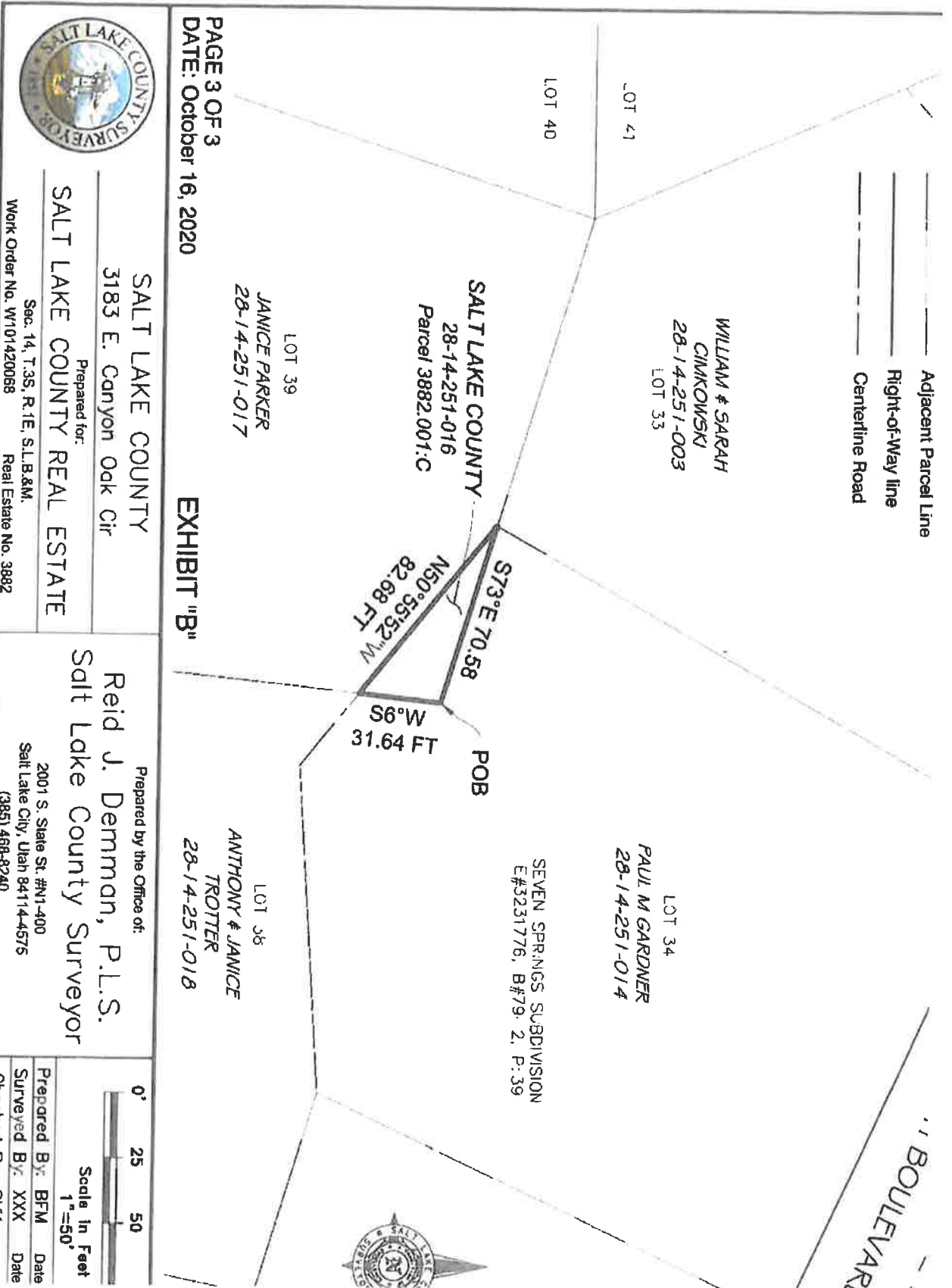
(EXHIBIT A)

An entire tract of land being a part of Lot 39, Seven Springs subdivision recorded February 1, 1979 as Entry No. 3231776 in Book 79-2 of Plats, at Page 39 and described in that Tax Sale Record recorded July 7, 2016 as Entry No. 12315863 in Book 10449, at Page 8878 in the Office of the Salt Lake County Recorder. Said entire tract is located in the Northeast Quarter of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian and is described as follows:

BEG NE COR LOT 39, SEVEN SPRINGS SUB S 6°W 31.64 FT; N 50°55'52" W 82.68 FT TO SW COR LOT 34, SD SUB; S 73° E 70.58 FT TO BEG. 6720-1000 6485-1128, 1134, 1104, 1107 6076-2757 6072-410 6011-2600 6720-1002 9482-2529 9569-2420

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

BASIS OF BEARING: S 89°00'20" W along the Section line between the North Quarter Corner and the Northwest Corner of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian per said Seven Springs subdivision.



PAGE 3 OF 3
DATE: October 16, 2020



SALT LAKE COUNTY
 3183 E. Canyon Oak Cir
 Prepared for:
 SALT LAKE COUNTY REAL ESTATE
 Sec. 14, T. 3S, R. 1E, S.L.B.&M.
 Work Order No. W101420068 Reel Estate No. 3882

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

Prepared By:	BFM	Date
Surveyed By:	XXX	Date
Checked By:	SVK	Date

