

RESOLUTION NO. \_\_\_\_\_

ADOPTED: \_\_\_\_\_, 2021

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING  
AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AND SALE  
AGREEMENT WITH PINWHEEL, LLC

RECITALS

A. Salt Lake County (the “County”) owns a parcel of real property located adjacent to the Jordan River (Parcel No. 08-22-100-005) in Salt Lake City, Utah (the “County Property”).

B. Pinwheel, LLC (“Pinwheel”) owns a parcel of real property abutting the County Property on the east (the “Pinwheel Property”). The Pinwheel Property is located at 2021 North Redwood Road, Salt Lake City, Utah and is identified as Parcel No. 08-22-100-007.

C. Pinwheel and its predecessors-in-interest have been occupying a portion of the County Property for many years and has installed improvements on the County Property without the County’s consent.

D. To resolve the ongoing dispute over the boundary line between the Pinwheel Property and the County Property, Pinwheel and the County have agreed to adjust the parcel boundary line between the Pinwheel Property and the County Property, which will result in an increase to the size of the Pinwheel Property and a decrease to the size of the County Property.

E. The County and Pinwheel have prepared a Purchase and Sale Agreement (the “Agreement”) wherein they that Pinwheel will pay the County \$60,000.00 to acquire the portion of the County Property occupied by Pinwheel, and the parties agree to adjust the boundary line between the two properties via a Parcel Boundary Adjustment Quitclaim Deed.

F. It has been determined that the best interests of the County and the general public will be served by adjusting the boundary line between the Pinwheel Property and the County Property as provided in the Agreement attached hereto as Exhibit A. The execution of the Agreement 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 attached Agreement is accepted and approved, and the Mayor is authorized to execute the Agreement on behalf of Salt Lake County and to deliver the executed document to the County Real Estate Section for recording.

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 parcel boundary adjustment provided for in the Agreement, including but not limited to a Parcel Boundary Adjustment Quitclaim.

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 Winder Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Stringham voting	_____
Council Member Theodore voting	_____

APPROVED AS TO FORM:

\_\_\_\_\_  
R. Christopher Preston  
Deputy District Attorney

**Exhibit A**  
Purchase and Sale Agreement

## **REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“**Agreement**”) is dated as of December 7, 2021 (the “**Acceptance Date**”) by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (“**Seller**”), and, **PINWHEEL, LLC**, a Utah limited liability company (“**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 approximately 2021 North Redwood Rd, Salt Lake City, Utah, (also identified as a portion of Parcel No. 08-22-100-005, consisting of approximately 0.239 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. The acquisition of this property shall be accomplished through a Parcel Boundary Adjustment Quitclaim Deed.
- 2. PURCHASE PRICE:** The purchase price for the Property shall be \$60,000.00 (the “**Purchase Price**”), and shall be payable as follows: \$5,000.00 Earnest Money Deposit to be deposited with **Aspen Title** (the “**Title Company**”) within five (5) business days of the Acceptance Date, and the balance of \$55,000.00, 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 December 16, 2021 (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 Section 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:** Buyer represents and acknowledges that it is represented by NAI Premier, a real estate broker and that Buyer is obligated to pay a real estate commission to its broker in this transaction, pursuant to a separate written agreement. Seller is not obligated to pay any real estate commission to any broker or agent in this transaction. Buyer agrees to indemnify, defend, protect, and hold Seller harmless from and against any and all losses,

claims, damages, costs or expenses which the other may incur as a result of any claim made by any person to a right to a sales or brokerage commission or finder's fee in connection with this transaction to the extent such claim is based, or purportedly based, on the acts or omissions of Buyer. The obligations of Buyer and Seller under this Section shall survive the Closing.

- 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 a Parcel Boundary Adjustment Quitclaim Deed, free of financial encumbrances; (b) Buyer may obtain a current title report prior to closing, and if Buyer obtains a title report, Buyer shall furnish it to Seller prior to closing.
- 7. BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that Buyer has been occupying the Property for several years, has installed improvements on the Property without Seller's consent or permission, and that this transaction is intended to adjust the parcel boundaries to formally delineate and set the boundary between Buyer's and Seller's adjacent properties. Buyer acknowledges that at or after closing Buyer is responsible to submit a record of survey consistent with the Boundary Line Adjustment Quitclaim Deed. This obligation shall survive closing.
- 8. BUYER UNDERTAKINGS:** Buyer shall have until December 16, 2021 (the "Inspection Period"), 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 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 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) **Inspection Period Deadline**            December 16, 2021

(b) **Closing Deadline**                        December 16, 2021

**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

(b) If to Buyer, to:

PINWHEEL, LLC  
825 East 4800 South, Suite 210  
Murry, Utah 84107  
Attention:

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

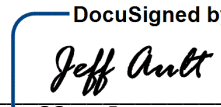
*Approved as to Form and Legality:*  
SALT LAKE COUNTY DISTRICT ATTORNEY

By \_\_\_\_\_  
Deputy District Attorney

\_\_\_\_\_  
Salt Lake County Real Estate Section

**BUYER:**  
Pinwheel, LLC

DocuSigned by:



By: \_\_\_\_\_

Name: Jeff Ault F9BBA8FED7074B0...

Title: President



Exhibit A  
(Legal Description of the Area to be Aquired)

A parcel of land being part of an entire tract located in Lots 12 and 13, Block 1, Midland Five Acre Plat Addition recorded March 12, 1890 as Entry No. 35660 and described in that Warranty Deed recorded June 8, 1971 as Entry No. 2390144 in Book 2966 at Page 911 in the office of the Salt Lake County Recorder. Said parcel of land is located in the Northwest Quarter of Section 22, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

**Beginning** at the southeasterly corner of said entire tract also, being the northerly boundary line of a parcel of land described in that Warranty Deed recorded as Entry No. 13439009 in the Office of said Recorder, which is 36.43 feet South and 276.46 feet West from the Northeast Corner of said Lot 13, said point also being 872.74 feet S. 00°07'08" W. along the Quarter Section line and 276.46 feet West from the North Quarter Corner of said Section 22; thence West 14.67 feet along the southerly boundary line of said entire tract to a southeasterly extension of an existing fence line; thence Northwesterly along said existing fence line the following two (2) courses; 1) N. 31°44'43" W. 257.95 feet; 2) N. 31°47'17" W. 123.63 feet to intersect the westerly extension of the northerly boundary line of a parcel of land described in that Warranty Deed recorded as Entry No. 12740356 in the Office of said Recorder; thence S. 89°52'52" E. 35.44 feet along said westerly extension to the northeasterly boundary of said entire tract; thence Southeasterly along said northeasterly boundary line and the southwesterly boundary line of said parcel of land the following two (2) courses: 1) S. 31°05'16" E. 349.58 feet to a point of non-tangency with a 850.00 – foot radius curve to the left, concave easterly (Radius point bears S. 88°11'23" E.); 2) Southerly 25.01 feet along the arc of said curve, through a central angle of 01°41'09" (Chord bears S. 00°58'03" W. 25.01 feet) to the **Point of Beginning**.

The above-described parcel of land contains 10,428 square feet in area or 0.239 acre, more or less.