

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING SURPLUS REAL PROPERTY, AUTHORIZING THE EXECUTION OF A RIGHT OF WAY CONTRACT FOR THE CONVEYANCE OF SURPLUS COUNTY PROPERTY, AND APPROVING CONVEYANCE OF THE SURPLUS REAL PROPERTY BY QUIT CLAIM DEED TO KEARNS METRO TOWNSHIP

RECITALS

A. Salt Lake County (the “County”) owns a parcel of real property acquired by Tax Deed, Parcel No. 21-07-233-004, located at approximately 4081 West 4715 South in Kearns, Utah, which real property is currently in public use as a road (the “Property”).

B. The County acquired title to the Property by tax deed in 2012.

C. Kearns Metro Township (“Kearns”) and West Valley City are jointly working with the Utah Department of Transportation on a project to improve 4715 South Street. As part of the Project, Kearns would like to acquire the Property.

D. The portion of 4715 South Street where the Property is located is within Kearns’s boundaries, and Kearns is responsible for public roads within its jurisdiction.

E. Kearns has offered to purchase the property for \$2,000.00 and has prepared a Right of Way Contract, attached hereto as Exhibit A (the “Contract”).

F. The Salt Lake County Real Estate Section has determined that \$2,000.00 is full and adequate consideration for the conveyance of the Property to the Kearns.

G. Proceeds from the sale of the Property will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.

H. It has been determined that the best interest of the County and the general public will be served by the sale and conveyance of the property to Kearns in accordance with the terms of the Right of Way Contract. 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 is hereby declared surplus property available for disposition to Kearns.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the sale and conveyance of said parcel of real property by quitclaim deed to Kearns, as provided in the Contract attached hereto as Exhibit A and by this reference made a part of this Resolution, is hereby approved; and the Mayor is hereby authorized to execute the original of said Contract.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized consistent with the terms of the Contract to execute the Quit Claim Deed attached to the Contract and to deliver the fully executed document to the Salt Lake County Real Estate Section for delivery to Kearns upon payment of the agreed upon purchase amount.

APPROVED and ADOPTED this _____ day of _____, 2022.

SALT LAKE COUNTY COUNCIL

By: _____
Laurie Stringham, 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 _____

REVIEWED AS TO FORM AND LEGALITY

R. Christopher Preston
Deputy District Attorney

EXHIBIT A

RIGHT OF WAY CONTRACT



Kearns Metro

REAL ESTATE PURCHASE CONTRACT

Project No: F-2240(2)0 Parcel No.(s): 256B:TC

Pin No: 11085 Job/Proj No: 53867 Project Location: 4700 South; 4000 West to 5600 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 21-07-233-004
Property Address: 4081 West 4715 South KEARNS UT, 84118
Owner's Address: P.O. Box 144575, SALT LAKE CITY, UT, 84114
Primary Phone: 801-468-2315 Owner's Home Phone: (801)468-2315 Owner's Work Phone:
Owner / Grantor (s): Salt Lake County

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Salt Lake County ("Owner") agrees to sell to Kearns Metro ("The City") the Subject Property described below for Transportation Purposes,¹ and the City and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 256B:TC, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts \$2,000 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **N/A**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and the City have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the City under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.



Kearns Metro

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4.2 Fees/Costs.

(a) **Escrow Fees.** The City agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) **Title Insurance.** If the City elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the City harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the City in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

Grantor's Initials



Kearns Metro

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SIGNATURE PAGE TO KEARNS METRO REAL ESTATE PURCHASE CONTRACT

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent / Brokerage, Mitch Holladay / HDR, Inc., represents purchaser.

Authorized Signature(s):

Exhibit Only, Do Not Sign

Print Name:

Salt Lake County

Date

100% Salt Lake County - OWNER(s)

Date

Date

KEARNS METRO

Mayor

Local Government Authority

Date

REVIEWED AS TO FORM
Salt Lake County
District Attorney's Office



Grantor's Initials



Kearns Metro

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Exhibit A

(Attach conveyance documents)

WHEN RECORDED, MAIL TO:
Kearns Metro Township
c/o Greater Salt Lake Municipal Services District
2001 S State Street #N3600
Salt Lake City, UT 84190

COPY TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed

(County)

Salt Lake County

Affecting Tax ID No.	21-07-233-004
PIN No.	11085
Project No.	F-2240(2)0
Parcel No.	2240:256B:TC

Salt Lake County, a Body Corporate and Politic of the State of Utah, Grantor of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to the Kearns Metro Township, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the tract of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee for the widening and roadway improvements of the existing 4700 South Street known as Project F-2240(2)0, being part of an entire tract of property situate in the NE1/4 NE1/4 of Section 7, T.2S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

BEG NE COR OF LOT 102, HOFFMAN HEIGHTS NO 15; E 379.42 FT M OR L TO W'LY LINE OF STREET; NW'LY ALG SD STREET TO S LINE OF 4715 S STREET; W'LY ALG SD LINE TO BEG. 0.15 AC.

IN WITNESS WHEREOF, GRANTOR has caused this Quit Claim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this ___ day of _____, 2022.

SALT LAKE COUNTY

By Exhibit Only, Do Not Sign
Mayor or Designee

By _____
Salt Lake County Clerk

[Acknowledgements on following page]

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

On this _____ day of _____, 2022, 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

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

On this _____ day of _____, 2022, personally appeared before me _____, who being by me duly sworn, did say and acknowledge that s/he is the _____ Clerk of Salt Lake County, and that the foregoing Quit Claim Deed was signed by her/him by authority of a Resolution of the Salt Lake County Council.

NOTARY PUBLIC
Residing in Salt Lake County

