

RESOLUTION NO. _____

DATE _____

**A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING
THE PURCHASE OF REAL PROPERTY IN WEST VALLEY CITY FROM
THE GRANGER-HUNTER IMPROVEMENT DISTRICT TO BE USED AS
OPEN SPACE**

RECITALS

WHEREAS, Granger-Hunter Improvement District (“GHID”), is the owner of certain real property located at approximately 1302 West 3100 South, West Vally City, Utah (Salt Lake County Land Parcel No. 15-26-151-003), consisting of approximately 3.69 acres (the “Property”) and as more specifically described in the Real Estate Purchase and Sale Agreement, attached hereto as Exhibit A; and

WHEREAS, the Open Space Committee recommended that Salt Lake County (“County”) purchase the Property to be used as open space; and

WHEREAS, GHID’s governing Board of Trustees (the “District Board”), after due consideration and review has, by resolution, deemed the Property to be surplus to the needs of GHID for its purposes, and has agreed to make the Property available for sale to County at the fair market value as agreed to by the parties; and

WHEREAS, GHID has agreed to sell, convey and assign the Property to County, and County has agreed to buy and accept the Property from GHID, for the Purchase Price of Eight Hundred Fifty Thousand Dollars (\$850,000.00) (“Purchase Price”), subject to Council’s approval; and

WHEREAS, County and GHID have negotiated a Real Estate Purchase and Sale Agreement for the purchase of the Property, for the Purchase Price, subject to Council’s approval; and

WHEREAS, it has been determined that the best interests of County and the general public will be served by authorizing the purchase of the Property and the execution of the Real Estate

Purchase and Sale Agreement attached to this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the purchase of the Property from the Granger-Hunter Improvement District, for the Purchase Price of Eight Hundred Fifty Thousand Dollars (\$850,000.00) is hereby approved, and the Mayor is authorized and directed to execute the Real Estate Purchase and Sale Agreement attached to this Resolution.

[Signature Page Follows Below]

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
(Real Estate Purchase and Sale Agreement)

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is dated as of _____, 2023, by and between GRANGER-HUNTER IMPROVEMENT DISTRICT, with its business address located at 2888 South 3600 West, West Valley City, UT 84119 (“Seller”), and SALT LAKE COUNTY, a body corporate and politic of the State of Utah, with its business address located at 2001 South State Street, Salt Lake City, Utah 84190 (“Buyer”). Seller and Buyer may be referred to jointly as the “Parties” and individually as a “Party.”

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, certain real property located at approximately 1302 West 3100 South, West Vally City, Utah (Parcel No. 15-26-151-003) consisting of approximately 3.69 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 (the “Property”). The Property includes all fixtures presently attached to the Property.

2. PURCHASE PRICE: The purchase price shall be Seven Hundred Thousand Dollars (\$700,000.00) (the “Purchase Price”). The Purchase Price shall be payable as follows: Twenty Thousand Dollars (\$20,000.00) Earnest Money Deposit to be deposited with Sam Jensen, Commercial Escrow Officer with Secured Land Title, with a business address located at 7090 South Union Park Ave., Ste., 425, Midvale, UT 84047, telephone number 385-464-1254 (the “**Escrow Company**”) within ten (10) business days of the Acceptance Date, and the balance of the Purchase Price minus the Earnest Money Deposit shall be payable at closing. The Earnest Money Deposit shall become non-refundable upon expiration of the Inspection Period defined below.

3. CLOSING: Seller shall accept this offer on or before September 1, 2023 (“Acceptance Date”). Seller shall have the right to conduct its inspection of the Property and perform its due diligence until October 5, 2023 (“Inspection Period”). This transaction shall be closed on or before October 31, 2023 (the “**Closing Date**”). Closing shall occur when Buyer and Seller have (a) signed and delivered to each other (or to the Escrow 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 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 on the Closing Date.

5. AGENCY DISCLOSURE: Seller is represented by N/A (“**Broker**”), with N/A acting as agent. Buyer is not obligated to pay any real estate commission in this transaction, and Seller shall indemnify Buyer 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: No later than ten (10) calendar days after the Acceptance Date, Seller will deliver to the following Seller disclosures in Seller's possession, if any: (a) copies of all loan documents, leases, rental agreements, liens, and other financial encumbrances against the Property which will survive the closing; (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 October 5, 2023, (the "Inspection Period") to review the contents of Seller Disclosures referenced in Section 7 and at its sole discretion to undertake the following elements at its own expense and for its own benefit for the purpose of complying with the contingencies under Section 9: (a) an appraisal of the Property, (b) a survey of the Property, (c) an environmental study of the Property, (d) a physical inspection of the Property, (e) a report on compliance with all applicable federal, state, and local law, ordinances, and regulations with regard to zoning and permissible uses of the Property. Seller agrees to cooperate fully with Buyer's completing these matters, and to make the Property available as reasonable and necessary for the same. 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 Deposit in its entirety shall be refunded to Buyer.

9. CONTINGENCIES: Buyer's obligations under this Agreement are conditioned upon and subject to Buyer approving in its sole discretion the contents of the title report referenced in Sections 6, the Seller Disclosures in Section 7, and, if undertaken, the results of actions referenced in Buyer Undertakings in Section 8. Buyer shall have until the expiration of the Inspection Period to approve Seller Disclosures, to complete 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 Seller each warrant his or her authority to do so and to bind Seller. Buyer 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 Salt Lake County Council, is required in order to bind Buyer. 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 Agreement, 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 Agreement cannot be changed except by written agreement of the Parties.

15. GRAMA. Seller acknowledges that this Agreement and other documents are subject to public disclosure by Buyer 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 Seller deems any documents or portions of documents to be proprietary and protected, Seller must make those designations in accordance with GRAMA. Disclosure of any documents or portions of documents designated as proprietary by Seller will be pursuant to GRAMA and at the sole discretion of Buyer.

16. ETHICAL STANDARDS Seller 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 Agreement 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 Seller acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Seller 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 may be prohibited from making certain campaign contributions to County candidates. Seller further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. Seller represents, by executing this

Agreement, that Seller 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 Agreement, the provisions of the Agreement shall not apply after closing.

19. ASSIGNMENT: This Agreement may not be assigned by any party without the prior written consent of the other Party.

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 | 10 calendar days from the Acceptance Date. |
| (b) Inspection Period | Ends on or before October 5, 2023. |
| (c) Closing Date | On or before October 31, 2023. |

25. ACCEPTANCE DATE: The “Acceptance Date” shall be the date on or before September 1, 2023 on which the last of Buyer and Seller executes this Agreement.

26. 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.

[Signatures on following page.]

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

**SELLER
GRANGER-HUNTER IMPROVEMENT
DISTRICT**

By: _____
Its: _____

**BUYER
SALT LAKE COUNTY**

By: _____
Mayor or Designee

**DIVISION DIRECTOR APPROVAL
SALT LAKE COUNTY**

By: _____
Martin Jensen, Division Director
Salt Lake County Parks and Recreation

Reviewed and Advised as to Form and Legality:

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

Exhibit A
(Legal Description)

Parcel No. 15-26-151-003

COM 25 FT N & 159.6 FT E FR W 1/4 COR SEC 26 T 1S R 1W SL MER E 508.7 FT TO W
BANK OF JORDAN RIVER N 10°46' W 35.1 FT N 14°44' W 129.3 FT N 20°46' W 165.4 FT
N 16°08' W 105 FT W 197.6 FT S 48°18' W 252.2 FT S 1°02' E 247.3 FT TO BEG 3.69 AC