

RESOLUTION NO. _____, 2022

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING
EXECUTION OF A REAL ESTATE PURCHASE AND SALE AGREEMENT
WITH CLAY AND KELLY KELLER AND RELATED DOCUMENTS

W I T N E S S E T H

A. Salt Lake County (the “County”) owns fee title to several parcels of real property at 11196 South Redwood Road, South Jordan, Utah, identified as Parcel Nos. 27-22-126-027, 27-22-176-020, and 27-22-176-021 (the “County Property”).

B. The County initially entered into an agreement to sell the County Property in 2019, but that contract fell through and is now terminated.

C. After marketing the County Property again in December 2021, the County received several offers, including one from Clay and Kelly Keller (the “Buyers”) that Salt Lake County determined to be the highest and best offer.

D. Buyers offered to purchase the property for \$2,425,000.00, which has been reviewed and approved by Salt Lake County Real Estate Division as a fair market value for the County Property.

E. The County and Buyers have negotiated to convey the County Property pursuant to the terms and conditions of a Real Estate Purchase and Sale Agreement (“Purchase Agreement”) attached hereto as Exhibit 1.

F. The County previously held a public hearing to dispose of the County Property on January 8, 2019 and declared the County Property surplus.

G. It has been determined that the best interests of the County and the general public will be served by conveying the County Property to the Buyers as proposed in the attached Purchase Agreement. The conveyance of the County Property will comply with all applicable state statutes and County ordinances.

R E S O L U T I O N

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the County Property shall be conveyed to the Buyers by special warranty deed in accordance with the terms of the Purchase Agreement attached hereto as Exhibit 1 and by this reference made a part of this Resolution; and the Mayor is hereby authorized to execute said Agreement.

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 closing contemplated by the approved Purchase Agreement including but not limited to the Special Warranty Deed attached hereto as Exhibit 2.

APPROVED and ADOPTED this ____ day of _____, 2022.

SALT LAKE COUNTY COUNCIL:

Laurie Stringham, Chair Date

ATTEST:

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 1

(Real Estate Purchase and Sale Agreement)

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“**Agreement**”) is dated as of February __, 2022 (the “**Acceptance Date**”) by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (“**Seller**”), and, **CLAY and KELLY KELLER** (“**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 11196 South Redwood Rd, South Jordan, Utah, (also identified as Parcel Nos. 27-22-176-020, 27-22-176-021, and 27-22-126-027, consisting of approximately 5.051 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**”). There are no water rights or water shares appurtenant to the Property. To the extent there are, such water rights or water shares are expressly reserved by Seller.
- 2. PURCHASE PRICE:** The purchase price for the Property shall be \$2,425,000.00 (the “**Purchase Price**”), and shall be payable as follows: \$25,000.00 Earnest Money Deposit to be deposited with Title Guarantee, 10757 S River Front Parkway #170, South Jordan, Utah 84085 (the “**Title Company**”) within two (2) business days of the Acceptance Date, and the balance of \$2,400,000.00, 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 Deadline 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 Closing Deadline referenced in Section 24(c) below, but not later than March 15, 2022 (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 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/title company in the form of a wire transfer or cashier’s check. 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 Closing Date.
- 4. POSSESSION:** Seller shall deliver possession of the Property to Buyer on the Closing Date.
- 5. AGENCY DISCLOSURE:** Buyer is represented by Alex Winder, Agent, and Re/Max Results South Jordan, Brokerage. Seller is not obligated to pay any real estate commission in this transaction, and Buyer shall indemnify Seller 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. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. **SELLER DISCLOSURES:** No later than the Seller's Disclosure Deadline set forth in Section 24(a) below, Seller will deliver to Buyer the following documents to the extent they exist and are available: (a) copies of all loan documents, leases, rental agreements, liens, and other financial encumbrances against the Property; (b) copies of all studies and/or reports which have previously been completed on the Property; (c) a Seller Property Condition Disclosure (Land).
8. **BUYER UNDERTAKINGS:** Buyer shall have until the Inspection Period Deadline set forth in Section 24(b) below, 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 to review the contents of Seller's Disclosures referenced in Section 7 and to order and obtain: (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. If Buyer determines that the results of any action taken pursuant to this Section 8 ("Buyer's Due Diligence") are unacceptable, Buyer may, prior to the Inspection Period Deadline, either cancel this Agreement by providing written notice to the Seller or resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence. Upon written notice of termination during the Inspection Period, the Earnest Money in its entirety shall be refunded to Buyer. Buyer's failure to cancel this Agreement or resolve in writing any objections arising from Buyer's Due Diligence shall be deemed a waiver of Buyer's right to terminate under this Section 8.
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, the Seller Disclosures in Section 7, 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 approve Seller Disclosures, 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) Seller Disclosure Deadline within 2 business days after the Acceptance Date

(b) Inspection Period Deadline within 4 business days after the Acceptance Date.

(c) Closing Deadline within 2 business days after the Inspection Period
Deadline but no later than March 18, 2022.

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:

Clay and Kelly Keller
11229 S Portobello Road
South Jordan, Utah 84095

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.

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

SELLER:
SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign
Mayor or Designee

APPROVED BY:
Salt Lake County Real Estate Division

By 
Derrick Sorensen
Real Estate Manager

APPROVED AS TO FORM:

 Digitally signed by R. Christopher Preston
Preston
Date: 2022.02.10 16:21:18 -07'00'
R. Christopher Preston
Deputy District Attorney

BUYER:

By: DocuSigned by:
Clay Keller February 11, 2022
8D13E4268FBC4A5...
Clay Keller

By: DocuSigned by:
Kelly Keller February 10, 2022
1F6B821409F7464...
Kelly Keller

Exhibit A

A parcel of land being all of three entire tracts described in that Warranty Deed recorded on December 1, 1998 as Entry No. 7173996 in the office of the Salt Lake County Recorder and located in the Northwest Quarter of Section 22, Township 3 South Range 1 West of the Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

PARCEL 1:

BEGINNING at a point 75 rods South of the Northeast corner of the Northwest quarter of Section 22, Township 3 South, Range 1 West, Salt Lake Meridian, and running thence West to a point in the center line of the former right of way of the Salt Lake and Utah Railroad Company bearing south 59 degrees 7' East 2272.1 feet from the Northwest corner of said Section 22; thence South 4 rods; thence East to the East line of the Northwest quarter of said Section 22; thence North 4 rods to the point of beginning.

PARCEL 2:

BEGINNING at a point 79 rods South of the Northeast corner of the Northwest quarter of Section 22, Township 3 South, Range 1 West, Salt Lake Meridian, and running thence West to a point in the center line of the former right of way of the Salt Lake and Utah Railroad Company bearing South 59 degrees 7' East 2272.1 feet from the Northwest corner of said Section 22; thence South 4 rods; thence East to the East line of the Northwest quarter of said Section 22; thence North 4 rods to the point of beginning.

PARCEL 3:

BEGINNING on the center line of the Redwood Road, said point being North 0 degrees 07'35" East 1223.21 feet along the Section line from the center of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0 degrees 07'35" East 50.00 feet along said section line; thence North 89 degrees 52'25" West 685.00 feet to an existing fence; thence South 0 degrees 07'35" West 267.24 feet along said fence; thence South 89 degrees 52'25" East 484.48 feet; thence North 0 degrees 07'35" East 217.24 feet; thence South 89 degrees 52'25" East 20.52 feet to the point of beginning.

Less and excepting from the above parcels, the following tract of land described in that Quit Claim Deed recorded on October 28, 2005 as Entry No. 9536216 in the office of said Salt Lake County Recorder.

A parcel of land in fee for the widening of the existing highway State Route 68 known as Project No. SP-0068(24)43, being part of an entire tract of property situate in the SE1/4NW1/4 and the NE1/4NW1/4 of Section 22, T.3S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning in the Southwest Corner of said entire tract at a point 1223.21 feet N.00°07'35"E. along the quarter section line from the Center of said Section 22, said corner is approximately 1.82 feet perpendicularly distant westerly from the centerline of said project opposite engineer station 152+88.52, and running thence N.89°52'25"W. 54.82 feet along the southerly boundary line of said entire tract to a point 53.00 feet perpendicularly distant westerly from the centerline of said project; thence N.00°02'28"E. 99.49 feet along a line parallel with the centerline of said project to a point 53.00 feet perpendicularly distant westerly from the centerline of said project opposite engineer station 153+88.0±; thence N.00°12'07"E. 82.72 feet along a line parallel with and 53.00 feet perpendicularly distant westerly from the centerline of said project to the northerly boundary line of said entire tract; thence S.89°52'25"E. (East by record) 54.86 feet along said northerly boundary line to the Northeast Corner of said entire tract; thence S.00°07'35"W. 182.21 feet (182.00 feet by record) along the easterly boundary line of said entire tract to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

(Note: Rotate all bearings in the above description 00°14'22" clockwise to obtain highway bearings.)

The balance of the above-described parcels of land contain 220,294 square feet in area or 5.057 acres more or less.

Exhibit 2
(Special Warranty Deed)

WHEN RECORDED, RETURN TO:
Clay and Kelly Keller
11229 S Portobello Road
South Jordan, Utah 84095

SPECIAL WARRANTY DEED

Tax Serial Nos. 27-22-126-027,
27-22-176-020,
and 27-22-176-021

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby conveys and warrants against all who claim by, through, or under Grantor, to Clay and Kelly Keller, GRANTEES, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described parcel of real property in Salt Lake County, Utah, to wit:

SEE EXHIBIT A

SUBJECT TO current general taxes, easements, restrictions, and rights-of-way of record.

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

GRANTOR
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, Utah

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this ___ day of _____, 2022, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge that (s)he is the Clerk of Salt Lake County, and that the foregoing Special Warranty Deed was signed by her on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

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Less and excepting from the above parcels, the following tract of land described in that Quit Claim Deed recorded on October 28, 2005 as Entry No. 9536216 in the office of said Salt Lake County Recorder.

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(Note: Rotate all bearings in the above description 00°14'22" clockwise to obtain highway bearings.)

The balance of the above-described parcels of land contain 220,294 square feet in area or 5.057 acres more or less.