

REAL ESTATE DONATION CONTRACT

JAMES W. COLLINSON and DEBORAH A COLLINSON (“Grantor”), hereby agrees to donate to SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“Grantee”), and the Grantee hereby accepts the Property described below from the Grantor, on the terms and conditions contained herein.

1. PROPERTY: A portion of Parcel No. 28-11-177-008, Salt Lake County, Utah. For legal description of the property to be donated for use a public road, see Exhibit A (hereinafter the “Property”). A temporary construction easement is also donated over land more particularly described in Exhibit B.

1.1 INCLUDED ITEMS: Unless excluded herein, this donation shall include all improvements and fixtures presently attached to the Property if applicable.

1.2 EXCLUDED ITEMS: These items are excluded from this sale: None.

2. PURCHASE PRICE: The Property and the Temporary Construction Easement shall be donated by the Grantor to the Grantee for no fee.

3. CLOSING: This transaction shall be closed on or before July 1, 2019. Closing shall occur when Grantee and Grantor have: (a) signed and delivered to each other (or to the escrow/title company), all documents required by this contract, by written escrow instructions, and by applicable law; and (b) Grantee has approved all items referenced under Sections 7 and 8, and has removed all contingencies referenced in Section 9. The Grantee shall pay the costs associated with the escrow-closing fee unless otherwise agreed by the parties in writing. All prorations, particularly of real estate property taxes, shall be made as of the date of closing. The Grantor will obtain an updated appraisal of the Property and deliver a copy to the Grantee. At closing, Grantee shall provide Grantor with the Declaration of Gift, attached as Exhibit C, signed by Grantee.

4. POSSESSION: Grantor shall deliver possession of the Property to Grantee at the time of the closing.

5. AGENCY DISCLOSURE: By signing this contract, Grantor represents and warrants that it is not represented by a real estate broker and Grantee is not obligated to pay any real estate commission in this transaction.

6. TITLE TO PROPERTY AND TITLE INSURANCE: Grantor has, or shall have at closing, clear fee simple title to the Property, and agrees to convey such title to Grantee by WARRANTY DEED, free of financial encumbrances (except for any unpaid real estate property taxes). If Grantee desires a title report, Grantee agrees to order and pay for a current title report.

7. GRANTOR’S DISCLOSURES: No later than 15 calendar days after acceptance, Grantor will deliver to Grantee the following Grantor disclosures: (a) a Grantor’s Property Condition Disclosure for the Property, signed and dated by Grantor; (b) copies of all loan documents, leases, rental agreements, liens, and other financial encumbrances against the Property; and (c) copies of any environmental assessments, reports, site plans, or other documents which may materially affect the Grantee’s interest in the Property.

8. GRANTEE UNDERTAKINGS: The Grantee may 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) a survey of the Property; (b) an environmental study of the Property; (c) a physical inspection of the Property; and (d) a report on compliance with all applicable federal, state, and local laws, ordinances, and regulations with regard to zoning and permissible uses of the Property. Grantor agrees to fully cooperate with Grantee’s completion of these matters, and to make the Property available as reasonable and necessary for the same.

9. CONTINGENCIES: This offer is subject to Grantee’s approval in its sole discretion the contents of the title report referenced in Section 6 (if Grantee orders and pays for one), the Grantor’s Disclosures in Section 7, and the results of any survey, environmental study, and report referenced in Grantee Undertakings in Section 8, if ordered and paid for by Grantee. Grantee shall have 45 calendar days from acceptance to approve Grantor’s

Disclosures, to complete Grantee Undertakings, and to remove the contingencies referenced in this Section 9.

10. THIRD PARTIES: Grantor understands that it is Grantor's responsibility to understand and fulfill any obligations to lienholders, mortgagees, or others (collectively "Third-Party-Interest holders") who may have an interest in the Property or the proceeds from its sale. Grantor shall indemnify Grantee against any claims that Third-Party Interest holders may make as a result of this donation of the Property.

11. GRANTOR'S WARRANTIES: Regarding the condition of the Property, Grantor warrants to Grantee the following to the best of Grantor's knowledge:

10.1 When Grantor delivers possession of the Property to Grantee, it will be free of Grantor's personal belongings;

10.2 There are no buildings on the Property;

10.3 Grantor has complied with all applicable laws, ordinances, regulations, statutes and rules relating to the Property or any part thereof while in possession of the Property;

10.4 There has been no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, hazardous substance, toxic substance, or any other pollutants or contaminants on or in the Property while Grantor owned the Property. If inspection results in a determination that pollutants or contaminants exist on the property, Grantee may elect to remediate the property at its own expense or terminate this Contract.

10.5 Grantor agrees that after executing this Contract it will not enter into any written contracts, agreements, amendments, encumbrances, or listings, or be a party to any oral understandings or agreements affecting the Property, which may become binding upon Grantee.

10.6 Within 15 days of executing this agreement, Grantor will disclose all claims and/or notices of any environmental, building, or zoning code violations regarding the Property which have not been resolved.

12. CHANGES DURING TRANSACTION: Grantor agrees that no alterations or improvements to the Property shall be made or undertaken before transfer of the Property without the written consent of the Grantee.

13. AUTHORITY OF SIGNERS: If Grantor is a corporation, partnership, trust, estate, or other entity, the person executing this contract on its behalf warrants his or her authority to do so and to bind the Grantor. The Grantee, Salt Lake County, is a body corporate and politic of the State of Utah. The signature of the County Mayor, pursuant to a resolution of the County Council, is required in order to bind the Grantee. In the event an authorized representative of the Salt Lake County Real Estate Section first executes this agreement, this agreement is subject to ratification by the County Council, and to execution by the County Mayor.

14. COMPLETE CONTRACT: This instrument, together with its addenda, any attached exhibits, and Grantor's 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: Grantor acknowledges that this Agreement and other documents are subject to public disclosure by Grantee upon approval and ratification of this contract by the County Council pursuant to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101, *et seq.* If Grantor deems any documents or portions of documents to be proprietary and protected, Grantor must make those designations in accordance with GRAMA. Disclosure of any documents or portions of documents designated as proprietary by Grantor will be pursuant to GRAMA and at the sole discretion of Grantee.

16. ETHICAL STANDARDS: Grantor 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

DECLARATION OF DONATION
COUNCIL APPROVAL

For County Council’s approval consistent with Policy 1006

(Cash donations above \$5,000 total annually, property donations above \$1,000 total, annually; testamentary donations.)

I, James W. Collinson and Deborah A. Collinson (hereafter “Grantors”), irrevocably give, and where appropriate transfer, title to the property described below to Salt Lake County (hereafter “Grantee”) to become the permanent property of Grantee for use as a public road and to be administered in accordance with its established policies. Grantors assign and transfer all rights to Grantee, without restriction or conditions.

Description of gift:

A portion of REAL PROPERTY located at approximately 9558 South 3100 East in Salt Lake County, Utah and more particularly described as follows:

A parcel of land being part of an entire tract located in the Northwest Quarter of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said entire tract is described in that Quit Claim Deed, Recorded as Entry # 5210875, Book 6420, Page 2756, Salt Lake County Recorder’s Office. The boundary of said parcel of land is described as follows:

Beginning at the northeasterly corner of said entire tract, which point is 351.77 feet N. 00°20’35” E. (Record = 363 feet North) from the Southeast corner of the Northeast quarter of the Northwest Quarter of said Section 11; thence S. 00°20’35” W. (Record = South) 16.15 feet along the easterly boundary line of said entire tract and Quarter Section line of said Section 11; thence N. 89°39’25” W. 29.84 feet to a point of non-tangency with a 18.00 foot radius curve to the left; thence Northwesterly 9.02 feet along the arc of said curve, bearing to radius point is S. 60°42’34” W. (chord bears N. 43°38’38” W. 8.93 feet) having a central angle of 28°42’24”; thence N. 85°27’22” W. 1.34 feet to the northerly boundary line of said entire tract and said southerly right of way line of Little Cottonwood Road; thence N. 75°53’35” E. (Record = N. 75°33’ E.) 38.60 feet along said northerly boundary line and southerly right of way line to the point of beginning.

The above described parcel of land contains 392 square feet in area, of which 392 square feet, more or less, is now occupied by the existing Little Cottonwood Road and 3100 East Street. Balance is 0 square feet in area, or 0.000 acre, more or less.

Parcel No: 28-11-177-008-0000

Together with a Temporary Construction Easement over the following property:

A temporary construction easement being part of an entire tract of land located in the Northwest Quarter of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said entire tract is described in that Quit Claim Deed, Recorded as Entry # 5210875, Book 6420, Page 2756, Salt Lake County Recorder’s Office. The boundary of said temporary construction easement is described as follows:

Beginning at a point on the westerly right of way line of 3100 East Street, which point is 346.83 feet N. 00°20’35” E. (Record = North) and 25 feet, more or less, N. 89°39’25” W. from the Southeast corner of the Northeast quarter of the Northwest Quarter of said Section 11; thence N. 89°39’25” W. 13.54 feet, more or less; thence N. 36°30’06” W. 2.01 feet; thence N. 85°27’22” W. 12.71 feet; thence

Declaration of Donation

S. 76°07'10" W. 99.12 feet to the westerly boundary line of said entire tract; thence N. 00°20'35" E. (Record = North) 4.64 feet, more or less, along said westerly boundary line to the northwesterly corner of said entire tract and the southerly right of way line of Little Cottonwood Road; thence N. 75°53'35" E. (Record = N. 75°33' E.) 114.76 feet along the northerly boundary line of said entire tract and said southerly right of way line; thence S. 85°27'22" E. 1.34 feet to a point of non-tangency with a 18.00 foot radius curve to the right; thence Southeasterly 9.02 feet along the arc of said curve, bearing to radius point is S. 32°00'10" W. (chord bears S. 43°38'38" E. 8.93 feet) having a central angle of 28°42'24"; thence S. 89°39'25" E. 4.85 feet, more or less, to said westerly right of way line of 3100 East Street; thence S. 00°20'35" W. 4.94 feet along said westerly right of way line to the point of beginning.

The above described temporary construction easement contains 674 square feet in area, or 0.015 acre, more or less.

Estimated value \$ 5,584 (estimated by the donor).

Date and transfer of title and delivery: Grantor shall deliver possession of the Property to Grantee at the time of closing. The Property may be used for a public road.

Elected Official/Mayor or Designee
Date: _____

James W. Collinson
James W. Collinson
Date: 6-7-19

Deborah A. Collinson
Deborah A. Collinson
Date: June 7, 2019

Salt Lake County hereby accepts the above donation under the conditions specified within this Declaration of Donation form, but makes no judgment as to the value of the Donation.

SALT LAKE COUNTY COUNCIL:

Chair Date

ATTEST:

Sherrie Swensen, County Clerk

APPROVED AS TO FORM
District Attorney's Office
By: R. Christopher Preston
Attorney
R. CHRISTOPHER PRESTON
Date: 6/18/2019

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: Grantor acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Grantor 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 Grantee may be prohibited from making certain campaign contributions to County candidates. Grantor further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this contract. Grantor represents, by executing this contract, that Grantor 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: The warranties and provisions made in this contract shall survive closing and conveyance of title to Grantee, notwithstanding the merger doctrine or any other rule or law to the contrary.

19. ASSIGNMENT: This Agreement and the rights and obligations of Grantee hereunder, are personal to Grantee. This Agreement may not be assigned by Grantee without the prior written consent of Grantor.

20. RISK OF LOSS: All risk of loss or damage to the Property shall be borne by Grantor until closing.

21. TIME IS OF THE ESSENCE: Time is of the essence regarding the dates set forth in this transaction. Any extension of the times or dates in this agreement must be agreed to in writing and executed 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. If the transaction involves multiple grantors or grantees, electronic transmissions may be executed in counterparts.

23. ACCEPTANCE: Acceptance occurs when Grantor or Grantee, responding to an offer or counter offer of the other: (a) signs the offer or counter offer where noted to indicate acceptance, and (b) communicates to the other party or the other party's agent that the offer or counter offer has been signed as required.

24. OFFER AND TIME FOR ACCEPTANCE: Grantor offers to donate the Property on the above terms and conditions. If Grantee does not accept this offer by ____ () AM () PM Mountain Time _____, this offer shall lapse.

James W. Collinson

By: James W. Collinson
(Signature)

6-7-19
(Date)

Notice Address:

Salt Lake City, Utah 84117

Deborah A. Collinson

By: Deborah A. Collinson
(Signature)

June 7, 2019
(Date)

ACCEPTANCE

Grantee accepts the foregoing offer on the terms and conditions specified above.

Notice Address: Salt Lake County Real Estate Section

(Grantee's Signature)
Real Estate Section

Date

2001 South State Street, #S3-110
Salt Lake City, Utah 84114-4575
Phone: 385-468-0341

Salt Lake County Mayor or Designee

Date

APPROVED AS TO FORM
District Attorney's Office

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 6/18/2019

PERMIT TO ENTER AND CONSTRUCT
(Individual Ownership)


The undersigned OWNER(S) of the property located at 9558 South 3100 East, Salt Lake County, Utah, Parcel No. 28-11-177-008, hereby authorize(s) Salt Lake County or its agent or independent contractor, to enter upon the said property, not to exceed thirty (30) feet beyond the existing right of way line of Little Cottonwood Road (SR 209), for the purposes of building street improvements such as curb, gutter, sidewalks, in addition to slope transitioning, fence installation, utility relocation, and adjusting the elevation of the driveways to match the elevation of the new sidewalk as required.

The permission to enter upon the property is conditioned on the understanding that any damage done to the property improvements will be repaired or replaced by Salt Lake County.


This permit will expire after the construction of the improvements is completed in 2019 or 12 months from the date hereof, whichever comes first.

I certify that I am the owner of this property.

WITNESS, the hand of said Grantor this 7 day of June, 2019.



James Collinson, Grantor



Deborah Collinson, Grantor

A LIST OF SPECIFIC ITEMS THE COUNTY WILL DO AS PART OF THIS CONSTRUCTION.

1. The County will install a temporary six (6) foot high chain-link fence with a four (4) foot wide gate during construction.
2. Remove the tree next to the shed.
3. Stockpile the fence material on the property.

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

Parcel No. 3:C
Tax Serial No. 28-11-177-008
County Surveyor W.O. SU20180165

WARRANTY DEED
Individual(s)

JAMES W. COLLINSON AND DEBORAH A. COLLINSON, GRANTORS, of Salt Lake County, State of Utah, hereby Convey(s) and Warrant(s) to SALT LAKE COUNTY, a body corporate and politic of the State of Utah, 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")

WITNESS the hands of said Grantors, this 22ND day of May, 20 19.

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

James W. Collinson
JAMES W. COLLINSON
Deborah A. Collinson
DEBORAH A. COLLINSON

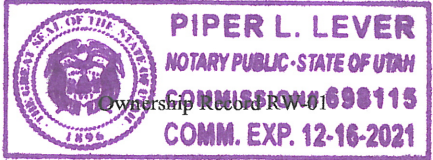
On the date first above written personally appeared before me, JAMES W. COLLINSON AND DEBORAH A. COLLINSON, the signers of the within instrument, who duly acknowledged to me that they executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

My Commission Expires 12-16-21

Piper L. Lever
Notary Public

Residing in: SALT LAKE COUNTY



(EXHIBIT A)

A parcel of land being part of an entire tract located in the Northwest Quarter of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said entire tract is described in that Quit Claim Deed, Recorded as Entry # 5210875, Book 6420, Page 2756, Salt Lake County Recorder's Office. The boundary of said parcel of land is described as follows:

Beginning at the northeasterly corner of said entire tract, which point is 351.77 feet N. 00°20'35" E. (Record = 363 feet North) from the Southeast corner of the Northeast quarter of the Northwest Quarter of said Section 11; thence S. 00°20'35" W. (Record = South) 16.15 feet along the easterly boundary line of said entire tract and Quarter Section line of said Section 11; thence N. 89°39'25" W. 29.84 feet to a point of non-tangency with a 18.00 foot radius curve to the left; thence Northwesterly 9.02 feet along the arc of said curve, bearing to radius point is S. 60°42'34" W. (chord bears N. 43°38'38" W. 8.93 feet) having a central angle of 28°42'24"; thence N. 85°27'22" W. 1.34 feet to the northerly boundary line of said entire tract and said southerly right of way line of Little Cottonwood Road; thence N. 75°53'35" E. (Record = N. 75°33' E.) 38.60 feet along said northerly boundary line and southerly right of way line to the point of beginning.

The above described parcel of land contains 392 square feet in area, of which 392 square feet, more or less, is now occupied by the existing Little Cottonwood Road and 3100 East Street. Balance is 0 square feet in area, or 0.000 acre, more or less.

The **Basis of Bearing** is S. 00°20'35" W. along the center section line between the North Quarter corner and the South Quarter corner of said Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

Exhibit "B": By this reference, made a apart hereof



"B" EXHIBIT

LEGEND	
	PARCEL BOUNDARY
	EDGE OF OIL
	ADJ PARCEL LINE
	FENCE LINE
	ROW LINES

Little Cottonwood Road

392 sq ft
0.009 ac

3:C

3:CE

674 sq ft
0.015 ac

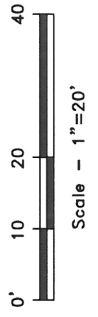
SHED

AMY EVANS &
JACOB WRIGHT
3070 LITTLE
COTTONWOOD RD
28-11-177-006

JAMES & DEBORAH
COLLINSON
9558 S 3100 EAST
28-11-177-008

3100 East Street

quarter section line



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) 468-3540

Parcel 3 - Collinson
Little Cottonwood Road Safe Sidewalk Project
Prepared for:
Salt Lake County Engineering Dept
Sec. 11, T. 3 S. R. 1 E. S. 1 B. 8 M.
Work Order No. SU20180165



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

Parcel No. 3:CE
Tax Serial No. 28-11-177-008
County Surveyor WO SU20180165

TEMPORARY CONSTRUCTION EASEMENT INDIVIDUAL(S)

JAMES W. COLLINSON AND DEBORAH A. COLLINSON, GRANTORS, of Salt Lake County, State of Utah, hereby Grants and Conveys to SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a temporary construction easement under, over and across the following described property incidental to sidewalk construction along Little Cottonwood Road and 3100 East Street to wit:

(SEE EXHIBIT "A")

This temporary construction easement is taken for a 3 month period to commence with construction, and unless the construction contemplated hereunder is completed prior thereto, this temporary construction easement will expire of its own terms on JANUARY 22, 20 20.

WITNESS the hands of said Grantors, this 22ND day of May, 20 19.

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

James W. Collinson
JAMES W. COLLINSON
Deborah A. Collinson
DEBORAH A. COLLINSON

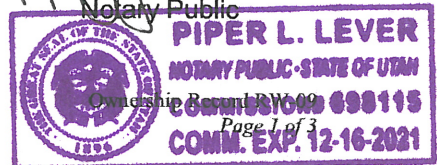
On the date first above written personally appeared before me, JAMES W. COLLINSON AND DEBORAH A. COLLINSON, the signers of the within instrument, who duly acknowledged to me that they executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

My Commission Expires: 12-16-21

Residing in: SALT LAKE COUNTY

Piper L. Lever
Notary Public



(EXHIBIT "A")

A temporary construction easement being part of an entire tract of land located in the Northwest Quarter of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said entire tract is described in that Quit Claim Deed, Recorded as Entry # 5210875, Book 6420, Page 2756, Salt Lake County Recorder's Office. The boundary of said temporary construction easement is described as follows:

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The above described temporary construction easement contains 674 square feet in area, or 0.015 acre, more or less.

The **Basis of Bearing** is S. $00^{\circ}20'35''$ W. along the center section line between the North Quarter corner and the South Quarter corner of said Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

Exhibit "B": By this reference, made a apart hereof



"B" EXHIBIT

LEGEND	
	PARCEL BOUNDARY
	EDGE OF OIL
	ADJ PARCEL LINE
	FENCE LINE
	ROW LINES

Little Cottonwood Road

392 sq ft
0.009 ac

3:C

quarter section line

EDGE OF OIL

16.15'

3:CE

674 sq ft
0.015 ac

4.64'

SHED

114.76'

99.12'

1.34'

9.02'

38.60'

29.84'

12.71'

2.01'

13.54'

4.85'

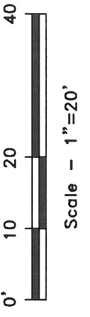
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AMY EVANS &
JACOB WRIGHT
3070 LITTLE
COTTONWOOD RD
28-11-177-006

JAMES & DEBORAH
COLLINSON
9558 S 3100 EAST
28-11-177-008

3100 East Street

EDGE OF OIL



Prepared by the Office of
Reid J. Demman, P.L.S.
Salt Lake County Surveyor
2001 S. State St. #N1-400
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