

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING
EXECUTION OF A REMAINDER PROPERTY PURCHASE AGREEMENT
AND A RELATED QUITCLAIM DEED

RECITALS

A. Salt Lake County (“County”), has an ownership interest in real property (the “Property”), located in Kearns Metro Township, in an area known as Camp Kearns, at approximately 6162 West Lightning Lane, Kearns, Utah, Parcel No., 20-12-256-004, and as more specifically described in the quitclaim deed attached to the Remainder Property Purchase Agreement as Exhibit A.

B. County cooperated with several adjacent property owners to dedicate land for the development of public roads in Camp Kearns, resulting in the recording of the Camp Kearns Road Dedication Plat (the “Road Plat”) on May 3, 2021.

C. After recording the Road Plat, County still owned property in gaps between parcels owned by adjacent property owners and the dedicated public road (the “Gap Parcels”).

D. As part of the agreement with the adjacent property owners to create and construct the public roads, County had agreed to convey its interest in these Gap Parcels to certain adjacent property owners.

E. After the construction of the public roads and recording the Road Plat, additional discrepancies were discovered concerning ownership interests adjacent to the public roads, specifically, a parcel owned at the time of the recording of the Road Plat by Andermien Enterprises, LLC.

F. In order to address this ownership discrepancy and to complete the transfer of County’s interests in the Gap Parcel, County desires to enter into a Remainder Property Purchase

Agreement attached hereto as Exhibit 1, and to quitclaim any interests in the Gap Parcel to Eric Verharst the successor in interest to Andermien Enterprises, LLC.

G. The quitclaim deed to be signed by County (the “Quitclaim Deed”) is attached to the Remainder Property Purchase Agreement as Exhibit A.

H. It has been determined that the best interests of County and the general public will be served by executing the Remainder Property Purchase Agreement and the Quitclaim Deed which are attached to this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the sale and conveyance of the Property by Quitclaim Deed to Eric Verharst, as provided in the Remainder Property Purchase Agreement is hereby approved; and the Mayor is hereby authorized to execute the Remainder Property Purchase Agreement, and the Mayor and County Clerk are hereby authorized to execute the Quitclaim Deed, attached to the Remainder Property Purchase Agreement as Exhibit A, and to deliver the fully executed documents to the County Real Estate Section for delivery to Eric Verharst.

[Signature Page Follows Below]

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, 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 1
(Remainder Property Purchase Agreement)

REMAINDER PROPERTY PURCHASE AGREEMENT

PROJECT Camp Kearns PROJECT NO. _____
PARCEL NO. 20-12-256-004 PROPERTY ADDRESS 6162 West
Lightning Lane
GRANTEE Eric Verharst GRANTEE ADDRESS 932 NW Foster
Drive Mountain Home, Idaho
83647

This AGREEMENT (“Agreement”) is made and executed this__ day of _____ 2024, between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as “County” and Eric Verharst, an individual, herein after referred to as “Grantee.” County and Grantee may be referred to herein jointly as the “Parties” and individually as a “Party.”

IN CONSIDERATION of the covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Parties hereby agree as follows:

1. County agrees to convey to Grantee a portion of the property located at approximately 6162 West Lightning Lane, Kearns, Utah, which portion is more particularly described on the quitclaim deed attached hereto as Exhibit A (the “Property”).
2. The Property, being a remainder portion of a whole parcel after the establishment of a public right-of-way across other portions of the whole parcel pursuant to the Camp Kearns Road Dedication Plat recorded pursuant to the Road Dedication Plat Agreement entered into between County and Grantee on October 20th, 2017, has little or no practical value to County. In addition, the conveyance of the Property will clarify ownership of land adjacent to the right-of-way, provide mutual benefit to the citizens of County and Kearns Metro Township for better access to properties within the Camp Kearns area, including Grantee’s property, eliminate further financial outlay by County to maintain the Property, and return the Property to the tax rolls. In recognition of these fact, no other consideration shall be due from Grantee to County unless stated herein.
3. County shall leave the Property in the same condition as it was when this Agreement was signed. No work, improvement, or alteration will be done to the Property other than what is provided for in this Agreement. County agrees to maintain the Property until Grantee takes possession. County agrees not to sell the Property to anyone else, or to enter into any contract that will affect the use of the Property when Grantee takes possession.
4. All fixtures and improvements are to remain with the Property, including landscaping, retaining walls, and fences, if any.
5. The Property will be conveyed from County to Grantee by Quitclaim Deed in

the form attached hereto as Exhibit A, free of all liens and encumbrances.

6. County agrees to pay any and all taxes assessed against the Property to the date of closing. Grantee agrees to pay all taxes assessed against the Property from and after the date of closing.

7. County and Grantee agree that the Salt Lake County Real Estate Section shall act as closing agent under the terms of this Agreement for the Parties hereto.

8. The conveyances of the Property shall be upon Closing. Closing shall occur within ninety (90) days from the Effective Date of this Agreement. It is expressly understood that time is of the essence.

9. County makes the no warranties or representations as to the Property.

10. Grantee agrees to accept the Property "AS IS" on the date of possession. Grantee has inspected and investigated the Property and observed its physical characteristics and existing conditions, including, without limitation, surface, subsurface soil and water conditions, solid and hazardous wastes and hazardous substances on, under or adjacent to the Property. Grantee assumes all risk of past, present and future environmental conditions on the Property, known and unknown, and the risk of adverse physical characteristics and conditions including but not limited to the presence of hazardous substances, materials or other contaminants, which may not have been revealed by Grantee's investigation. Grantee waives any and all objections to, complaints about, or claims regarding the Property, including but not limited to federal or state statutory or common law based actions and any private right of action under federal, state and local laws. Grantee agrees to indemnify, defend and hold County harmless from and against all claims, damages, costs, expenses, attorney's fees and liability arising out of or related to the condition of the Property at the time of Closing.

11. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

12. It is agreed that the terms herein constitute the entire Agreement between County and Grantee and that no verbal statement made by anyone relative to this Agreement shall be construed to be a part of this Agreement unless incorporated in writing herein. This Agreement shall be governed by the laws of the State of Utah.

13. If Grantee is a corporation, partnership, trust, estate, or other entity, the person executing this Agreement on its behalf warrants his or her authority to do so and to bind Grantee. County is a body corporate and politic of the State of Utah. The signature of the Mayor of Salt Lake County on this Agreement is subject to approval and adoption of a resolution by the Salt Lake County Council approving this Agreement and the transaction. The adoption of said resolution is required in order to bind County.

14. At the option of County, the transaction may be handled through a title and escrow company selected by County and at County expense.

15. The Effective Date of this Agreement shall be deemed the date when a fully executed copy of this Agreement is delivered to the Salt Lake County Real Estate Section.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed this ___ day of _____, 2024.

SALT LAKE COUNTY:

By _____
Mayor or Designee

RECOMMENDED FOR APPROVAL:

By _____
Salt Lake County Real Estate Section

Reviewed and Advised as to Form and Legality:

For exhibit purposes only

John E. Diaz
Senior Deputy District Attorney
Salt Lake County

GRANTEE:
ERIC VERHARST
932 NW Foster Drive
Mountain Home, Idaho 83647

By _____
Eric Verharst

EXHIBIT "A"
(Quitclaim Deed)

When Recorded, Mail To:

Phil Gordan Verharst
932 NW Foster Drive
Mountain Home, Idaho 83647

QUITCLAIM DEED

Salt Lake County, a body and politic of the State of Utah (**“grantors”**), hereby QUIT-CLAIMS to **Eric Verharst**, of 932 NW Foster Drive, Mountain Home, Idaho 83647, (**“grantee”**), for the sum of Ten and No/100 Dollars and other good and valuable consideration, all of their rights, title and interest in and to the following described tract of land (the **“Property”**) in Salt Lake County, State of Utah:

A parcel of land being a portion of that certain tract granted to Salt Lake County per TAX SALE RECORD, recorded July 21, 1988 as Entry No.: 4652442, in Book 6048, at Page 2467, of official Salt lake County records, said parcel being situate within the Northeast Quarter of Section 12, Township 2 South, Range 2 West, Salt Lake Base and Meridian, located in Kearns Metro Township, County of Salt lake, State of Utah and being more particularly described as follows:

Beginning at a point in the Southwesterly line of Thunderbolt Drive, per the Camp Kearns Road Dedication plat, recorded as Entry No.: 13650698, in Book 2021, at page 107 of official Salt Lake County records, said point being South 89°58'20" East, along the Quarter Section line common to Sections 01 & 12, a distance of 161.77 feet, and South 0°01'40" West, a distance of 1421.58 feet, from the Quarter Corner common to said Sections 01 & 12, Township 2 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 50°08'29" East, along said Southwesterly line, a distance of 224.85 feet, to a point of curvature; thence Southeasterly continuing along said Thunderbolt Drive, per the Camp Kearns Road Dedication Plat and the arc of a 32.50-foot radius curve to the right, through a central angle of 34°22'55", a distance of 19.50 feet, subtended by a long chord bearing South 32°57'01" East, a distance of 19.21 feet; thence North 50°09'42" West, on a non-tangential bearing to preceding curve, a distance of 243.20 feet, to the Northerly corner of that certain tract of land described in Quit-Claim Deed, recorded as Entry No.: 13909617, in Book 11315, at Page 9879, of official Salt Lake County Records; thence North 39°50'27" East, along the Northeasterly projection of the Westerly line of said certain tract, a distance of 5.76 feet, to the point of beginning.

Contains: 1,358 Square Feet, or 0.031 of an Acre.

SUBJECT TO any and all other easements or rights-of-way, recorded or unrecorded, for installation and maintenance of public utilities, and subject to all existing rights-of-way and easements of any third parties that may be established by law.

Parcel No.: 20-12-256-004

Address: 6162 West Lightning Lane, Keans, Utah
Prepared by: McNeil Engineering

Dennis K. Withers, P.L.S.
Utah License NO.: 6135190

IN WITNESS WHEREOF, GRANTOR has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this _____ day of _____, 20 _____.

SALT LAKE COUNTY

By: _____
MAYOR or DESIGNEE

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

By: _____
COUNTY CLERK

On this ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that _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.

WITNESS my hand and official stamp the date in this certificate first above written:
Notary Public _____
My Commission Expires: _____
Residing in: _____

On this ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that _____is the CLERK_of Salt Lake County and that the foregoing instrument was signed by him/her on behalf of Salt Lake County, by authority of a resolution of the SALT LAKE COUNTY COUNCIL

WITNESS my hand and official stamp the date in this certificate first above written:
Notary Public _____
My Commission Expires: _____
Residing in: _____

Reviewed and Advised as to Form and Legality:

For exhibit purposes only

John E. Diaz
Senior Deputy District Attorney
Salt Lake County