

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING EXECUTION AND DELIVERY OF A REAL ESTATE PURCHASE CONTRACT WITH THE UTAH DEPARTMENT OF TRANSPORTATION AND APROVING CONVEYANCE OF PROPERTY LOCATED IN WEST JORDAN, UTAH

RECITALS

A. Salt Lake County (“the County”) owns a parcel of real property located at approximately 7495 South SR-111 Highway, West Jordan, Utah, also identified as Parcel No. 20-27-408-001 (the “Property”).

B. The County acquired title to the Property by tax deed in 2010, and the Property is not currently in public use.

C. The Utah Department of Transportation (“UDOT”) would like to acquire an approximately 1,084 square-foot portion of the Property (the “Highway Parcel”) from the County as part of a road widening project along State Road 111 (the “Project”).

D. UDOT has submitted a Real Estate Purchase Contract (the “REPC”) to the County for the acquisition of the Highway Parcel via a quit claim deed (the “Deed”). The total amount offered by UDOT is \$3,700.00, which amount has been reviewed and approved by the Salt Lake County Real Estate Section as full and adequate consideration.

E. Proceeds from the sale of the Highway Parcel will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.

F. It has been determined that the best interests of the County and the general public will be served by executing the REPC and the Deed attached to this Resolution. These actions 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 grant and conveyance of the Highway Parcel to UDOT pursuant to the REPC is hereby approved, and the Mayor is authorized and directed to execute the REPC, attached hereto as Exhibit A, and any other related document necessary to complete this transaction.

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 REPC to execute the Deed attached hereto as Exhibit B and to deliver the fully executed documents to the Salt Lake County Real Estate Section for delivery to UDOT upon payment of the agreed upon purchase amount.

APPROVED and ADOPTED this _____ day of _____, 2021.

SALT LAKE COUNTY COUNCIL

By: _____
Steve DeBry, 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 _____

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

EXHIBIT A

(Real Estate Purchase Contract)



Utah Department of Transportation REAL ESTATE PURCHASE CONTRACT

Project No: F-0111(28)2 Parcel No.(s): 104
 Pin No: 17396 Job/Proj No: 55519 Project Location: SR-111; 7600 South and 5500 South Bridge Removals
 County of Property: SALT LAKE Tax ID(s) / Sidwell No: 20-27-408-001
 Property Address: 7495 South U One Eleven Highway WEST JORDAN UT, 84081
 Owner's Address: 2001 South State, Salt Lake City, UT, 84190
 Primary Phone: 801-943-4636 Owner's Home Phone: Owner's Work Phone: (801)943-4636
 Owner / Grantor (s): Salt Lake County

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, Salt Lake County ("Owner") agrees to sell to the Utah Department of Transportation ("UDOT") the Subject Property described below for Transportation Purposes,¹ and UDOT and Owner agree as follows:

- 1. SUBJECT PROPERTY.** The Subject Property referred to in this Contract is identified as parcel numbers 104, more particularly described in Exhibit A, which is attached hereto and incorporated herein.
- 2. PURCHASE PRICE.** UDOT shall pay and Owner accepts \$3,700 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 UDOT 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 UDOT 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 UDOT Director of Right of Way, Owner grants UDOT, 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.



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

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Owner / Grantor (s): Salt Lake County

4.2 Fees/Costs.

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

(b) Title Insurance. If UDOT 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 UDOT 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 UDOT 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):



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

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**SIGNATURE PAGE TO
 UTAH DEPARTMENT OF TRANSPORTATION
 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, Ashley Barreras (AJG) / Wise Choice Real Estate, represents purchaser.

Authorized Signature(s):

Exhibit Only - Do Not Sign

100% Print Name:	Salt Lake County	Date
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UTAH DEPARTMENT OF TRANSPORTATION

Charles A. Stormont	Date
UDOT Director of Right of Way	

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

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Exhibit A

(Attach conveyance documents)

WHEN RECORDED, MAIL 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

Tax ID No.	20-27-408-001
PIN No.	17396
Project No.	F-0111(28)2
Parcel No.	0111:104

Salt Lake County, a body corporate and politic of the State of Utah, Grantor(s), hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, all right, title, and interest in and to the following described parcel of land in Salt Lake County, State of Utah, to wit:

A parcel of land in fee for the widening of the existing highway State Route 111 known as Project No. F-0111(28)2, being part of an entire tract of property situate in the NE1/4SW1/4 of Section 27, T.2S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of said entire tract being the Northwest Corner of Lot A, Phase 6, The Maples at Jordan Hills Final Plat which point is 651.84 feet N.89°53'28"E. and 1,592.36 feet N.00°06'32"W. and southwesterly 125.19 feet along the arc of a 500.00-foot radius non-tangent curve to the right through a central angle of 14°20'46" (Note: Chord to said curve bears S.32°31'00"W. for a distance of 124.87 feet) and southwesterly 206.18 feet along the arc of 688.25-foot radius reverse curve to the left through a central angle of 17°09'52" (Note: Chord to said curve bears S.31°06'28"W. for a distance of 205.41 feet) and 169.33 feet N.77°46'10"W. and 736.90 feet S.89°53'28"W. and 935.84 feet N.08°02'35"E. from the South Quarter corner of said Section 27; thence northeasterly 10.97 feet along the arc of 2,241.86-foot non-tangent curve to the left (Note: center bears N.31°41'44"W.) and the northerly boundary line of said Lot A through a central angle of 00°16'50" (Note: Chord to said curve bears N.58°09'51"E. for a distance of 10.97 feet) to a line parallel with and 75.35 feet perpendicularly distant easterly from the control line of said project; thence S.08°01'32"W. 128.64 feet along said parallel line to the southerly boundary line of said Lot A and a point in a 2,341.86-foot non-tangent curve to the right (Note: center bears N.29°57'10"W.); thence

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PIN No.	17396
Project No.	F-0111(28)2
Parcel No.	0111:104

southwesterly 10.72 feet along said southerly line and the arc of said curve through a central angle of $00^{\circ}15'44''$ (Note: Chord to said curve bears $S.60^{\circ}10'42''W.$ for a distance of 10.72 feet) to the southwest corner of said Lot A; thence $N.08^{\circ}02'35''E.$ 128.18 feet along the westerly line of said Lot A 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. The above described parcel of land contains 1,084 square feet or 0.025 acre in area, more or less.

(Note: Rotate all bearings in the above description $00^{\circ}15'50''$ clockwise to obtain highway bearings.)

PIN No. 17396
Project No. F-0111(28)2
Parcel No. 0111:104

This instrument is made in pursuance of a sale of said real property, authorized by a resolution of the Salt Lake County Council, made on the _____ day of _____, A.D. 20 _____, and vesting in the Grantee all of the Grantor's title in said real property.

IN WITNESS WHEREOF, said County has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 _____.

SALT LAKE COUNTY

Exhibit Only - Do Not Sign

STATE OF UTAH)

County Mayor or Designee

) ss.

COUNTY OF SALT LAKE)

By: _____

County Clerk or Designee

On this _____ day of _____, A.D. 20_____, personally appeared before me, _____, who, being by me duly sworn did say that he is the _____ of the Office of the Mayor of Salt Lake County, a body corporate and politic of the State of Utah, and that the within and foregoing instrument was signed in behalf of said county by authority of law.

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

Notary Public

PIN No. 17396
Project No. F-0111(28)2
Parcel No. 0111:104

On this _____ day of _____, A.D. 20____ personally appeared before me, _____, who, being by me duly sworn did say that he is the _____ of the Office of the Clerk of Salt Lake County, a body corporate and politic of the State of Utah, and that the within and foregoing instrument was signed in behalf of said 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

EXHIBIT B
(Quit Claim Deed)

WHEN RECORDED, MAIL 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

Tax ID No.	20-27-408-001
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COUNTY RW-05CO (5/24/2019)

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IN WITNESS WHEREOF, said County has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 _____.

SALT LAKE COUNTY

STATE OF UTAH) _____ ~~Exhibit Only - Do not Sign~~
) County Mayor or Designee
) ss.
COUNTY OF SALT LAKE) By: _____
) County Clerk or Designee

On this _____ day of _____, A.D. 20 _____ personally appeared before me, _____, who, being by me duly sworn did say that he is the _____ of the Office of the Mayor of Salt Lake County, a body corporate and politic of the State of Utah, and that the within and foregoing instrument was signed in behalf of said county by authority of law.

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

Notary Public

PIN No. 17396
Project No. F-0111(28)2
Parcel No. 0111:104

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

Notary Public