

REAL ESTATE DONATION AGREEMENT
Between
MONARCH DEVELOPMENT OF SALT LAKE, LLC
and
SALT LAKE COUNTY

MONARCH DEVELOPMENT OF SALT LAKE, LLC (“Monarch”), a Utah limited liability company, with its business address located at 6914 South 3000 East, Ste., 101, Salt Lake City, Utah 84121, hereby agrees to donate that certain real property described herein below (hereinafter the “Property”), to SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“County”), and the County hereby accepts the Property from the Monarch, on the terms and conditions contained herein. This Real Estate Donation Contract may be referred to herein as the “Agreement”. Monarch and County may be referred to jointly as the “Parties”, and individually as a “Party.”

1. PROPERTY: The Property is Parcel No. 33-22-400-048, Salt Lake County, Utah. For legal description of the Property to be donated, see Exhibit “A” attached hereto and incorporated herein by this reference.

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 donation: None.

2. PURCHASE PRICE: The Property shall be donated by the Monarch to the County for no fee.

3. CLOSING: This transaction shall be closed on or before the ___ day of _____, 2022. Closing shall occur when County and Monarch 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; and (b) County has approved all items referenced under Sections 7 and 8, and has removed all contingencies referenced in Section 9. County shall pay the costs associated with 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. At closing, County shall provide Monarch with the Declaration of Donation, attached as Exhibit “B”, accepted and signed by County.

4. POSSESSION: Monarch shall deliver possession of the Property to County at the time of the closing.

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

6. TITLE TO PROPERTY AND TITLE INSURANCE: Monarch has, or shall have at closing, clear fee simple title to the Property, and agrees to convey such title to County by QUITCLAIM DEED, free of financial encumbrances (except for any unpaid real estate property taxes).

7. MONARCH’S DISCLOSURES: No later than 15 calendar days after acceptance, Monarch will deliver to County the following Monarch disclosures: (a) an Monarch’s Property Condition Disclosure for the Property, signed and dated by Monarch; (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 County’s interest in the Property.

8. COUNTY UNDERTAKINGS: The County 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. Monarch agrees to fully cooperate with County’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 County's approval in its sole discretion the contents of the title report referenced in Section 6 (if County orders and pays for one), Monarch's Disclosures in Section 7, and the results of any survey, environmental study, and report referenced in County Undertakings in Section 8, if ordered and paid for by County. County shall have 45 calendar days from acceptance to approve Monarch's Disclosures, to complete County Undertakings, and to remove the contingencies referenced in this Section 9.

10. THIRD PARTIES: Monarch understands that it is Monarch'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. Monarch shall indemnify County against any claims that Third-Party Interest holders may make as a result of this donation of the Property.

11. MONARCH'S WARRANTIES: Regarding the condition of the Property, Monarch warrants to County the following to the best of Monarch's knowledge:

11.1 When Monarch delivers possession of the Property to County, it will be free of Monarch's personal belongings;

11.2 There are no buildings on the Property;

11.3 Monarch 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;

11.4 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 Monarch owned the Property. If inspection results in a determination that pollutants or contaminants exist on the property, County may elect to remediate the property at its own expense or terminate this Contract.

11.5 Monarch agrees that after executing this Agreement 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 County.

11.6 Within 15 days of executing this Agreement, Monarch 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: Monarch 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 County.

13. AUTHORITY OF SIGNERS: If Monarch 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 Monarch. 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 County. 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 Agreement, together with its addenda, any attached exhibits, and Monarch'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 Agreement cannot be changed except by written agreement of the Parties.

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

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

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

20. RISK OF LOSS: All risk of loss or damage to the Property shall be borne by Monarch 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 electronic transmissions from Monarch and/or the County, the Agreement may be executed in counterparts.

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

24. OFFER AND TIME FOR ACCEPTANCE: Monarch offers to donate the Property on the above terms and conditions.

[Signature Page Follows Below]

MONARCH DEVELOPMENT OF SALT LAKE, LLC

By: 
Signature

9.22.22
Date

Notice Address: **MONARCH DEVELOPMENT
OF SALT LAKE, LLC**
6914 South 3000 East, Ste. 101
Salt Lake City, Utah 84121

ACCEPTANCE

SALT LAKE COUNTY accepts the foregoing offer on the terms and conditions specified above.

(County's Signature)
Real Estate Section

Date

Notice Address: Salt Lake County Real Estate Section
2001 South State Street, #S3-110
Salt Lake City, Utah 84114-4575
Phone: 385-468-0341

Salt Lake County Mayor or Designee

Date

Reviewed and Advised as to Form and Legality:

John E. Diaz
Digitally signed by John
E. Diaz
Date: 2022.09.21
13:49:39 -06'00'

John E. Diaz
Deputy District Attorney
Salt Lake County

Exhibit A
(Land Donation Description with Map)

EXHIBIT A

(Parcel Legal Description)

Parcel ID 33224000480000

BEG N 00°13'51" E 1405.17 FT & N 89°35'26" W 912.95 FT FR SECOR SEC 22, T4S, R1W, SLM; S 88°18' W 33 FT; N 1°42' W 100 FT; NW'LY ALG 625.88 FT RADIUS CURVE TO L, 111.45 FT (CHD N 6°48'04" W); N 11°54' W 28.42 FT; S 89°36'41" E 33.77 FT; S 11°54' E 21.23 FT; SE'LY ALG 658.88 FT RADIUS CURVE TO R, 117.33 FT (CHD S 6°48'04" E); S 1°42' E 100 FT TO BEG.



Exhibit B
(Declaration of Donation)

Declaration of Donation

DECLARATION OF DONATION
COUNCIL APPROVAL

For County Council’s approval consistent with County Policy 1006

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

MONARCH DEVELOPMENT OF SALT LAKE, LLC (hereinafter “Monarch”), irrevocably gives, and where appropriate transfers, title to the property described below to Salt Lake County (hereinafter “County”) to become the permanent property of County (hereinafter the “Property”). Monarch assigns and transfers all rights to County, without restriction or conditions, except as provided in the Warranty Deed.

Description of gift:

Parcel No. 33-22-400-048 in Salt Lake County, Utah and more particularly described in Exhibit A, which is incorporated herein by this reference, and which has an estimated value of \$ 23,800 (estimated by Monarch).

Date and transfer of title and delivery: Monarch shall deliver possession of the Property to County at the time of closing.

SALT LAKE COUNTY

MONARCH DEVELOPMENT OF
SALT LAKE, LLC



Mayor or Designee

By:

Date: _____

Its:
Date: 9.22.22

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

SALT LAKE COUNTY COUNCIL:

Chair Date

ATTEST:

Sherrie Swensen, County Clerk

Reviewed and Advised as to Form and Legality:

John E. Diaz Digitally signed by John E. Diaz
Date: 2022.09.12 10:33:14 -06'00'

John E. Diaz
Deputy District Attorney
Salt Lake County

Declaration of Donation

EXHIBIT A
(Land Donation Legal Description)

EXHIBIT A

(Parcel Legal Description)

Parcel ID 33224000480000

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