

RESOLUTION NO. \_\_\_\_\_

ADOPTED: \_\_\_\_\_, 2024

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL ACCEPTING A DONATION  
OF REAL PROPERTY FROM WAGNER BIOMEDICAL, INC.,  
TO SALT LAKE COUNTY

RECITALS

A. WAGNER BIOMEDICAL, INC., a Utah corporation, with its business address located at 6036 South Linden Way, Holladay, Utah 84121 (“Wagner”), owns a parcel of real property located at approximately 1692 West 200 South, Salt Lake City, Utah, specifically identified as Parcel No. 15-03-251-001-0000 (the “Property”).

B. Wagner desires to donate the Property to Salt Lake County (“County”) and has, in compliance with Salt Lake County Policy 1006, executed a Quitclaim Deed, Real Estate Donation Agreement and a Declaration of Donation, attached hereto as Exhibits 1, and incorporated herein by this reference.

C. Wagner’s donation of the Property to County is irrevocable, without restrictions or conditions.

D. It has been determined that the best interests of the County and the general public will be served by County accepting the donation of the Property from Wagner. The terms and conditions of the Real Estate Donation Agreement and Declaration of Donation are in compliance with all applicable state statutes and County ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the donation of the Property by Wagner is accepted; and the Mayor is hereby authorized to execute said Real Estate Donation Agreement and the Declaration of Donation.

APPROVED and ADOPTED 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**  
**(Real Estate Donation Agreement and Declaration of Donation)**

WHEN RECORDED, RETURN TO:  
Salt Lake County  
Salt Lake County Real Estate Manager  
2001 South State Street, S3-110  
Salt Lake City, Utah 84190

Tax I.D. No. 15-03-251-001-0000

## QUITCLAIM DEED

WAGNER BIOMEDICAL, INC., ("Wagner"), a Utah corporation, with its business address located at 6036 South Linden Way, Holladay, Utah 84121 (hereinafter referred to as "Grantor"), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quitclaims to Salt Lake County, a body corporate and politic of the State of Utah, (hereinafter referred to as "Grantee"), the following parcel of land located at approximately 1692 West 200 South, Salt Lake City, Utah, identified as Parcel No. 15-03-251-001-0000, and as more specifically described in Exhibit A, attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be signed by its duly authorized officer this 8<sup>th</sup> day of JUNE, 2024.

WAGNER BIOMEDICAL, INC.

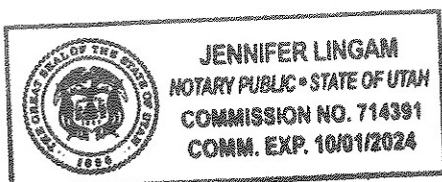
By RICHARD W. JONES *Richard W. Jones*

Its: VICE PRESIDENT

Date: 6-8-2024

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

On this 8 day of JUNE, 2024, personally appeared before me Richard W. Jones, who being duly sworn, did say that s/he is the vice president of WAGNER BIOMEDICAL, INC., and that the foregoing instrument was signed on behalf of WAGNER BIOMEDICAL, INC.



*[Signature]*  
NOTARY PUBLIC  
Residing in Salt Lake County

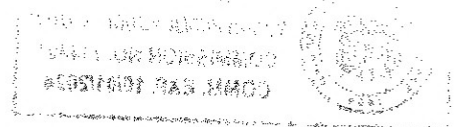
EXHIBIT A  
(Property Legal Description)

Address: 1692 West 200 South, Salt Lake City, Utah

Parcel No.: 15-03-251-001-0000

Legal Description:

COM 56 FT S FR NE COR LOT 1, BLK 6, IRVING PARK ADDITION, S 69 FT; W 48 FT; N 57.5 FT; E'LY 50 FT M OR L TO BEG.



# REAL ESTATE DONATION AGREEMENT

Between

WAGNER BIOMEDICAL, INC.

and

SALT LAKE COUNTY

WAGNER BIOMEDICAL, INC., a Utah corporation, with its business address located at 6036 South Linden Way, Holladay, Utah 84121 ("Wagner"), 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 County hereby agrees to accept the Property from Wagner, on the terms and conditions contained herein. This Real Estate Donation Agreement may be referred to herein as the "Agreement." Wagner and County may be referred to jointly as the "Parties," and individually as a "Party."

**1. PROPERTY:** The Property is Parcel No. 15-03-251-001-0000, 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 Wagner to the County for no fee.

**3. CLOSING:** This transaction shall be closed on or before the 8<sup>th</sup> day of JUNE, 2024. Closing shall occur when County and Wagner 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 Wagner with the Declaration of Donation, attached as Exhibit "B", accepted and signed by County.

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

**5. AGENCY DISCLOSURE:** By signing this Agreement, Wagner 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:** Wagner 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. SELLER DISCLOSURES:** No later than fifteen (15) calendar days after acceptance, Wagner will deliver to County the following seller disclosures: (a) Seller's Property Condition Disclosure for the Property, signed and dated by Wagner; (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. Wagner 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), Wagner'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 forty-five (45) calendar days from acceptance to approve Wagner's Disclosures, to complete County Undertakings, and to remove the contingencies referenced in this Section 9.

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

**11. WAGNER'S WARRANTIES:** Regarding the condition of the Property, Wagner warrants to County the following to the best of Wagner's knowledge:

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

**11.2** There are no buildings on the Property;

**11.3** Wagner 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 Wagner 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 Agreement.

**11.5** Wagner 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 fifteen (15) days of executing this Agreement, Wagner 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:** Wagner 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 Wagner 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 Wagner. 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 Wagner'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:** Wagner acknowledges that this Agreement and other documents are subject to public disclosure by County 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 Wagner deems any documents or portions of documents to be proprietary and protected, Wagner must make those designations in accordance with GRAMA. Disclosure of any documents or portions of documents designated

as proprietary by Wagner will be pursuant to GRAMA and at the sole discretion of County.

**16. ETHICAL STANDARDS:** Wagner 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:** Wagner acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Wagner 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. Wagner further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this contract. Wagner represents, by executing this Agreement, that Wagner 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 Wagner.

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

**23. ACCEPTANCE:** Acceptance occurs when Wagner 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:** Wagner offers to donate the Property on the above terms and conditions.

[Signature Page Follows Below]



WAGNER BIOMEDICAL, INC.

By: Richard W. Jones 6-8-2024  
Date  
Its: VICE PRESIDENT

Notice Address:  
WAGNER BIOMEDICAL, INC.  
6036 South Linden Way  
Holladay, Utah 84121

### ACCEPTANCE

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

Real Estate Section Date

Salt Lake County Mayor or Designee 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

Reviewed and Advised as to Form and Legality:

**John E. Diaz** Digitally signed by John E. Diaz  
Date: 2024.05.23 11:07:01 -06'00'

John E. Diaz  
Senior Deputy District Attorney  
Salt Lake County

Exhibit A  
(Land Donation Description with Map)

Address: 1692 West 200 South, Salt Lake City, Utah

Parcel No.: 15-03-251-001-0000

Legal Description:

COM 56 FT S FR NE COR LOT 1, BLK 6, IRVING PARK ADDITION, S 69 FT; W 48 FT; N 57.5 FT; E'LY 50 FT M OR L  
TO BEG.

Exhibit B  
(Declaration of Donation)

**DECLARATION OF DONATION  
COUNCIL APPROVAL**

For County Council's approval consistent with County Policy 1006  
(Cash donations above \$5,000, property donations above \$1,000; testamentary donations.)

WAGNER BIOMEDICAL, INC., ("Wagner"), irrevocably gives, and where appropriate transfers, title to the property described below (hereinafter the "Property") to Salt Lake County (hereinafter "County") to become the permanent property of County and to be administered in accordance with its established policies. Wagner assigns and transfers all rights it possesses in the Property to County, without restriction or conditions, except those noted below and provided in the Quitclaim Deed.

Description of donation:

Parcel No. 15-03-251-001-0000, 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 \$ 18,000 (estimated by Wagner).

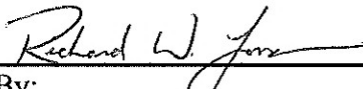
Date and transfer of title and delivery: Wagner shall deliver possession of the Property to County at the time of closing.

Other provisions or restrictions, if any: \_\_\_\_\_.

SALT LAKE COUNTY

WAGNER BIOMEDICAL, INC.

\_\_\_\_\_  
Mayor or Designee

  
By: \_\_\_\_\_  
Its: VICE PRESIDENT  
Date: 6-8-2024

Date: \_\_\_\_\_

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:

\_\_\_\_\_  
Lannie Chapman, County Clerk

Reviewed and Advised as to Form and Legality:

**John E. Diaz** Digitally signed by John E. Diaz  
Date: 2024.05.23 11:07:27 -06'00'

\_\_\_\_\_  
John E. Diaz  
Senior Deputy District Attorney  
Salt Lake County

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(Land Donation Legal Description)

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