

RESOLUTION NO. _____, 2023

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING SURPLUS
REAL PROPERTY AND APPROVING THE CONVEYANCE OF THE SAME BY
QUITCLAIM DEED TO RW WOODSIDE, LLC.

RECITALS

1. Salt Lake County (“County”) owns a parcel of real property, Parcel No. 16-33-452-019, located at approximately 4105 South Highland Drive, Holladay, UT 84124 (the “Property”), which was struck off to the County after the tax sale in 2002.
2. RW Woodside, LLC (“RW”), has offered in writing to purchase the Property from County for the sum of five hundred dollars (\$500.00), which amount has been approved by the Salt Lake County Real Estate Section as fair market value. This offer is in the form of a Tax Sale Property Purchase Agreement (“Agreement”) attached hereto as Exhibit A.
3. County has determined that the Property is not in public use. Proceeds from the sale of the Property will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.
4. It has been determined that the best interest of County and the general public will be served by the sale and conveyance of the Property to RW. The sale and conveyance 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 Property, described in Exhibit 1 of the Agreement is hereby declared surplus property.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the sale and conveyance of the Property by quitclaim deed to RW as provided in the Agreement for the agreed appraised value of Five Hundred Dollars (\$500.00) is hereby approved; and the Mayor is hereby authorized to execute the Agreement and the Mayor and County Clerk are hereby authorized to execute the Quitclaim Deed, attached to the Agreement as Exhibit 2, and to deliver the fully executed documents to the County Real Estate Section for delivery to RW upon payment of the

agreed upon purchase amount.

APPROVED and ADOPTED this _____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton, 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
Deputy District Attorney
Salt Lake County

EXHIBIT A
TAX SALE PROPERTY PURCHASE AGREEMENT

TAX SALE PROPERTY PURCHASE AGREEMENT

This TAX SALE PROPERTY PURCHASE AGREEMENT (“Agreement”) is made and executed this ___ day of _____, 2023, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, with its address located at 2001 South State Street, Salt Lake City, Utah 84190 (“County”), and RW Woodside, LLC, a Utah limited liability company, with its business address located at 1600 South State Street, Salt Lake City, UT 84115 (“Buyer”).

RECITALS

- A. County owns a parcel of land located at approximately 4105 South Highland Drive, Holladay, UT 84124, identified as Tax Id. No. 16-33-452-019 (the “Property”), which was struck off to County after the tax sale in 2002.
- B. Buyer owns real property adjacent to the Property, desires to purchase from County any right, title, or interest of County in and to the Property, and has agreed to pay the price of five hundred dollars (\$500.00) to purchase the Property. A description of the Property is attached hereto as Exhibit 1 and incorporated herein by this reference.
- C. County has determined that the Property is not currently in public use, and the Salt Lake County Real Estate Section has determined that the fair market value of the Property is five hundred dollars (\$500.00) hereinafter the “Purchase Price”.

IN CONSIDERATION of the Purchase Price, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, County and Buyer agree as follows:

1. County agrees to convey and deliver to Buyer a quitclaim deed for the Property (the “Quitclaim Deed”), the form of which is attached hereto as Exhibit 2 and incorporated herein by this reference.
2. Buyer agrees to purchase the Property from County and agrees to pay County the Purchase Price of five hundred dollars (\$500.00).
3. County makes no representations as to the title conveyed, nor as to Buyer's right of possession of the Property. Similarly, County makes no warranties or representations as to whether the Property is buildable or developable, nor does County make any representations regarding whether the Property complies with applicable zoning regulations. County does not warrant or represent that the Property is habitable or in any particular condition. County also makes no warranties or representations regarding the accuracy of the assessment of the Property or the accuracy of the description of the real estate or improvements therein.
4. County and Buyer agree that time is of the essence of this Agreement.

5. County and Buyer understand and agree that this Agreement shall not be considered final until executed by the Mayor of Salt Lake County, pursuant to a resolution of the Salt Lake County Council.

6. County and Buyer agree that Derrick Sorensen of the Salt Lake County Real Estate Division shall act as closing agent in accordance with the terms of this Agreement for the parties hereto.

7. Upon receipt of the full Purchase Price from Buyer, County shall deliver the Quitclaim Deed to Buyer.

8. **CAMPAIGN CONTRIBUTIONS:** Buyer acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Buyer 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 Buyer may be prohibited from making certain campaign contributions to County candidates. Buyer further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. Buyer represents, by executing this Agreement, that Buyer has not made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

9. It is agreed that the terms herein constitute the entire Agreement between County and Buyer and that no verbal statement made by anyone shall be construed to be part of this Agreement unless incorporated in writing herein.

IN WITNESS WHEREOF, the County and Buyer have caused this Agreement to be duly executed this ____ day of _____, 2023.

COUNTY: Salt Lake County

RECOMMENDED FOR APPROVAL:

By _____
Mayor or Designee

Derrick L. Sorensen
Salt Lake County Property Manager

BUYER: RW Woodside, LLC

By:
Its:

Reviewed and Advised as to Form and
Legality:

For Exhibit Purposes Only
John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT 1
LEGAL DESCRIPTION

A parcel of land being an entire tract disclosed in that Tax Sale Record recorded as Entry No. 8288749 in Book 8618 at Page 7170 in the office of the Salt Lake County Recorder. Said parcel of land is located in the Southeast Quarter of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and is described as follows:

Beginning at a point that is 67 feet East and 3.92 feet N. 14°27' W. and 171.171 feet S. 89°56' E. from the South Quarter Corner of said Section 33; thence along the boundary of said entire tract the following three (3) courses: 1) N. 13°01'51" W. 53.77 feet; 2) S. 14°27' E. 54.10 feet; 3) N. 89°56' W. 1.38 feet to the **Point of Beginning**.

The above-described parcel of land contains 36 square feet in area or 0.001 acre, more or less.

EXHIBIT 2
QUITCLAIM DEED

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

QUITCLAIM DEED
Salt Lake County

Parcel No. 16-33-452-019
Surveyor WO: W050223132
RE-4162:Q

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to, RW WOODSIDE, LLC, 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)

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 23 .

SALT LAKE COUNTY

By: _____
MAYOR or DESIGNEE

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

By: _____
COUNTY CLERK

Reviewed and Advised as to Form and Legality:

For Exhibit Purposes Only
John E. Diaz
Deputy District Attorney
Salt Lake County

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: _____

Acknowledgement Continued on Following Page

Acknowledgement Continued from Preceding Page

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

(EXHIBIT A)

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The above-described parcel of land contains 36 square feet in area or 0.001 acre, more or less.

EXHIBIT: By this reference, made a part hereof.

BASIS OF BEARING: N. 14°27'00" W. along the Centerline of Highland Drive, between the Street Monument at the intersection of 4115 South 1720 East (Point Name: 16334006) and the Street Monument at the intersection of 3900 South 1625 East (Point Name: 16333006) of said Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian.

EXHIBIT

LEGEND

- TRACT BOUNDARY
- ADJOINING PARCEL
- QUITCLAIM AREA - 4162:Q

MILLCREEK TERRACE CONDOMINIUM
16-33-457-010

RW WOODSIDE, LLC
16-33-452-020

N13°01'51"W
53.77'

S14°27'00"E
54.10'

SALT LAKE COUNTY
16-33-452-019

4162:Q
36 sq. ft.

POB

N89°56'00"W
1.38'



Scale in Feet
1"=10'

PRESERVE HOMESTEAD, LLC
22-04-201-032

Page 3 of 3
Prepared: May 3, 2023



RW WOODSIDE, LLC
QUITCLAIM DEED 4162:Q
4105 SOUTH HIGHLAND DRIVE

Prepared for:

Salt Lake County Real Estate

Section 33, T.1 S., R.1 E., S.L.B.&M.
Work Order No. W050223132

Drawn by: CJL
Checked by: SVK




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) 468-8240

EXHIBIT

LEGEND

-  TRACT BOUNDARY
-  ADJOINING PARCEL
-  QUITCLAIM AREA - 4162:Q

MILLCREEK TERRACE CONDOMINIUM
16-33-457-010

RW WOODSIDE, LLC
16-33-452-020

N13°01'51"W
53.77'

S14°27'00"E
54.10'

SALT LAKE COUNTY
16-33-452-019

4162:Q
36 sq. ft.

POB

N89°56'00"W
1.38'

PRESERVE HOMESTEAD, LLC
22-04-201-032



Scale in Feet
1"=10'

Page 3 of 3
Prepared: May 3, 2023



RW WOODSIDE, LLC
QUITCLAIM DEED 4162:Q
4105 SOUTH HIGHLAND DRIVE

Prepared for:
Salt Lake County Real Estate

Section 33, T.1 S., R.1 E., S.L.B.&M.
Work Order No. W050223132

Drawn by: CJL
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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) 468-8240



SALT LAKE COUNTY TREASURER
 2001 South State Street - N1200
 Salt Lake City, Utah 84190-1250
 (801) 468-3400

8288749

8288749
 07/10/2002 03:22 PM NO FEE
 Book - 8618 Pg - 7170
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 SL CO AUDITOR
 BY: ZJM, DEPUTY - WI 1 P.

TAX SALE RECORD

CARLSON, DENNIS L &
 ARLENE V G; TRS
 4099 S HIGHLAND DR
 SALT LAKE CITY UT 84124-1664-99

PARCEL #: 16-33-452-019-0000
 LOCATION: 4099 S HIGHLAND DR
 TYPE: 202 GENERAL PROPERTY

DESC: BEG E 67 FT & N 14°27' W 3.92 FT & S 89°56' E 171.171 FT FR
 S 1/4 COR SEC 33, T 1S, R 1E, SLM; N 13°01'51" W 53.77 FT; S
 14°27' E 54.10 FT; N 89°56' W 1.38 FT TO BEG. 0.001 ACRES.

YEAR DST	TAXES	PENALTY	FEE	INTEREST PERIOD	RATE	INTEREST	SUBTOTAL
1997 18	19.70	10.00	0.00	01011998-05222002	.1100	14.35	44.05
1998 18	18.30	10.00	0.00	01011999-05222002	.1050	10.08	38.38
1999 18	0.00	0.00	0.00	01012000-05222002	.1100	0.00	0.00
2000 18	6.42	10.00	0.00	01012001-05222002	.1200	2.74	19.16
2001 18	6.90	10.00	0.00	01012002-05222002	.0725	0.48	17.38
TAXES, PENALTIES, AND INTEREST							118.97
TAX SALE ADMINISTRATIVE FEE							250.00
TOTAL DUE							368.97

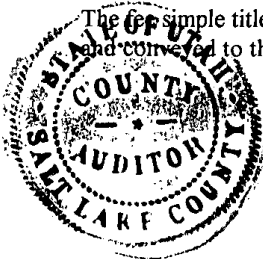
THE TAX SALE RECORD REFLECTS THE DELINQUENT TAX (INCLUDING PENALTY, INTEREST, FEES AND ANY ATTACHMENTS) FOR THE PARCEL INDICATED AS OF THE DATE OF TAX SALE, 5/23/2002. THE OWNER CAN REDEEM THE PROPERTY BY PAYING THE TOTAL DUE IN CERTIFIED FUNDS ON OR BEFORE 5/23/2002. PAYMENT OF DELINQUENT TAX PRIOR TO TAX SALE BY ANY OTHER PARTY WILL NOT EFFECT A CHANGE IN OWNERSHIP. ADDITIONAL INFORMATION AND DOCUMENTATION SUPPLEMENTING THIS TAX RECORD IS AVAILABLE AT THE OFFICE OF THE SALT LAKE COUNTY TREASURER.

LARRY W. RICHARDSON
 TREASURER, SALT LAKE COUNTY, UT

PIRDB230

AUDITORS ENDORSEMENT OF TAX DEED PROPERTY

The fee simple title to the property described in this entry was on the 23rd day of May 2002, sold and conveyed to the County of Salt Lake in payment of general taxes charged against the same.



Wanda M. Reed
 Deputy County Auditor

BK8618PG7170