

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING
THE PURCHASE OF TWO PARCELS OF LAND FROM NICOLETTI
ENTERPRISES, L.C.

RECITALS

A. Nicoletti Enterprises, L.C. (the “Owner”) owns two parcels of real property located at approximately 9501 & 9701 Butterfield Canyon Road, South Jordan, Utah, identified as Parcel Nos. 32-07-100-006 and 31-12-400-003 (the “Property”).

B. Salt Lake County (“County”) desires to purchase the Property, consisting of approximately 93.39 acres, for \$650,000 or the appraised value of the Property as determined by an MAI appraisal to be obtained by the County, whichever is less. The Property is proposed to be used for open space.

C. The County’s Open Space Board has authorized the use of open space funds to acquire the Property.

D. The terms and conditions for the acquisition of the Property are contained in the Real Estate Purchase and Sale Agreement (the “Agreement”), attached hereto as Exhibit A.

E. It has been determined that the best interests of the County and the general public will be served by paying the Owner the lesser of \$650,000.00 or the appraised value of the Property under the terms and conditions of the attached Agreement. The execution of the Agreement 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 attached Agreement is accepted and approved, and the Council ratifies and otherwise authorizes the Mayor to execute the Agreement and sign all other documents necessary to close the purchase on behalf of Salt Lake County.

APPROVED and ADOPTED this _____ day of _____, 2022.

SALT LAKE COUNTY COUNCIL

By: _____
Laurie Stringham, 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 and Sale Agreement)

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“**Agreement**”) is dated as of March __, 2022 (the “**Acceptance Date**”) by and between **NICOLETTI ENTERPRISES, L.C.** (“**Seller**”), and **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, (“**Buyer**”).

1. AGREEMENT TO PURCHASE/SELL PROPERTY: Seller hereby agrees to sell, convey and assign to Buyer, and Buyer agrees to buy and accept from Seller, under the terms and conditions and for the purchase price hereinafter set forth, certain real property located at approximately 9501 & 9701 Butterfield Canyon Road, South Jordan, Utah (Parcel Nos. 32-07-100-006 and 31-12-400-003) consisting of approximately 93.39 acres as more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with any and all appurtenant rights, privileges and easements (the “**Property**”). The Property includes all fixtures presently attached to the Property.

2. PURCHASE PRICE: Buyer is obtaining a appraisal from an independent MAI appraiser for the Property. The purchase price shall be \$650,000.00 or the appraised value of the Property as determined by the MAI appraisal obtained by Buyer, whichever is less (the “**Purchase Price**”). The Purchase Price shall be payable as follows: \$20,000.00 Earnest Money Deposit to be deposited with Cottonwood Title, Michael Chabries, 1996 East 6400 South, Suite 120, Murray, Utah 84121 (the “**Escrow Company**”) within ten business days of the Acceptance Date, and the balance of the Purchase Price minus the Earnest Money Deposit shall be payable at closing. The Earnest Money Deposit shall become non-refundable upon expiration of the Inspection Period defined below.

3. CLOSING: This transaction shall be closed on or before thirty (**30**) days after the end of the Inspection Period (the “**Closing Date**”). Closing shall occur when Buyer and Seller have (a) signed and delivered to each other (or to the Escrow Company), all documents required by this Agreement, by written escrow instructions, and by applicable law, (b) Buyer has approved all items referenced under Sections 7 and 8, and has removed all contingencies referenced in Section 9, and (c) the monies required to be paid under this Agreement have been delivered to the Escrow Company in the form of cashier’s check, collected or cleared funds. Buyer and Seller shall each pay one half of the escrow closing fee unless otherwise agreed by the parties in writing. All prorations, particularly of real estate property taxes, shall be made as of the date of closing.

4. POSSESSION: Seller shall deliver possession of the Property to Buyer on the Closing Date.

5. AGENCY DISCLOSURE: Seller is represented by RANLife Real Estate (“**Broker**”), with Wayne Whetman acting as agent. Buyer is not obligated to pay any real estate commission in this transaction, and Seller shall indemnify Buyer from any claim related to any real estate commission.

6. TITLE TO PROPERTY AND TITLE INSURANCE: (a) Seller has, or shall have at closing, fee simple title to the Property, and agrees to convey such title to Buyer by special warranty deed, free of financial encumbrances; (b) Seller agrees to pay for and furnish Buyer a current title report prior to closing, and to furnish Buyer at closing with a current standard coverage owner’s policy

of title insurance in the amount of the purchase price. The special warranty deed shall include a restriction requiring the Buyer to Property to be used for open space.

7. SELLER DISCLOSURES: No later than 10 calendar days after the Acceptance Date, Seller will deliver to the following Seller disclosures in Seller's possession, if any: (a) copies of all loan documents, leases, rental agreements, liens, and other financial encumbrances against the Property which will survive the closing; (b) copies of all studies and/or reports which have previously been completed on the Property, including without limitation, environmental reports, soils studies, site plans, surveys and the like.

8. BUYER UNDERTAKINGS: Buyer shall have up to **120 days** from the Acceptance Date (the "Inspection Period") to review the contents of Seller Disclosures referenced in Section 7 and at its sole discretion to 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) an appraisal of the Property, (b) a survey of the Property, (c) an environmental study of the Property, (d) a physical inspection of the Property, (e) a report on compliance with all applicable federal, state, and local law, ordinances, and regulations with regard to zoning and permissible uses of the Property. Seller agrees to cooperate fully with Buyer's completing these matters, and to make the Property available as reasonable and necessary for the same. Buyer may cancel this Agreement at any time during the Inspection Period for any reason by providing written notice to the Seller. Upon written notice of termination during the Inspection Period, the Earnest Money Deposit in its entirety shall be refunded to Buyer.

9. CONTINGENCIES: Buyer's obligations under this Agreement are conditioned upon and subject to Buyer approving in its sole discretion the contents of the title report referenced in Sections 6, the Seller Disclosures in Section 7, and, if undertaken, the results of actions referenced in Buyer Undertakings in Section 8. Buyer shall have until the expiration of the Inspection Period to approve Seller Disclosures, to complete Buyer Undertakings, and to remove the contingencies referenced in this Section 9.

10. SELLER'S WARRANTIES: Regarding the condition of the Property, Seller warrants to Buyer the following: As of closing, Seller has no knowledge of any claim or notice of an environmental, building, or zoning code violation regarding the Property which has not been resolved.

11. NO OTHER REPRESENTATIONS AND WARRANTIES. Except as expressly set forth in this Agreement: (a) Buyer is purchasing the Property, and the Property shall be conveyed and transferred to Buyer, "AS IS, WHERE IS, AND WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of Seller; and (b) Seller has not, does not and will not, with respect to the Property, make any warranties or representations, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition or merchantability, or with respect to the value, profitability, developability or marketability of the Property.

12. CHANGES DURING TRANSACTION: Seller agrees that no changes to any existing leases shall be made, no new leases entered into, and no alterations or improvements to the Property shall

be made or undertaken without the written consent of Buyer.

13. AUTHORITY OF SIGNERS: The persons executing this contract on behalf of Seller each warrant his or her authority to do so and to bind Seller. Buyer is a body corporate and politic of the State of Utah. The signature of the Salt Lake County Mayor, pursuant to a resolution of the Salt Lake County Council, is required in order to bind Buyer. The person executing this Agreement on behalf of Buyer warrants his or her authority to do so and to bind Buyer. In the event this Agreement is first executed by an authorized representative of the Salt Lake County Real Estate Division, this Agreement is subject to ratification by the County Mayor and County Council.

14. COMPLETE CONTRACT: This Agreement, together with its addenda, any attached exhibits, and Seller 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. Buyer acknowledges that this Agreement and other documents are subject to public disclosure by Seller 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 Buyer deems any documents or portions of documents to be proprietary and protected, Buyer must make those designations in accordance with GRAMA. Disclosure of any documents or portions of documents designated as proprietary by Buyer will be pursuant to GRAMA and at the sole discretion of Seller.

16. ETHICAL STANDARDS Buyer 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 Agreement 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 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 Seller maybe 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.

18. ABROGATION: Except for express warranties made in this Agreement, the provisions of the Agreement shall not apply after closing.

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

20. RISK OF LOSS: All risk of loss or damage to the property shall be borne by Seller until closing.

21. TIME IS OF THE ESSENCE: Time is of the essence regarding the dates set forth in this transaction. Extensions must be agreed to 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.

23. INCORPORATION OF PRIOR AGREEMENTS. This Agreement contains the entire understanding of Buyer and Seller with respect to the subject matter hereof, and supersedes all prior or contemporaneous written or oral agreements and understandings between the parties hereto pertaining to any such matter. No provision of this Agreement may be amended, modified, supplemented, or added to except by an agreement in writing, expressly stating that such agreement is an amendment of this Agreement, signed by the parties to this Agreement or their respective successors-in-interest.

24. CONTRACT DEADLINES: Buyer and Seller agree that the following deadlines shall apply to the Agreement.

- (a) **Seller Disclosure Deadline** 10 calendar days from the Acceptance Date
- (b) **Inspection Period** Up to 120 calendar days after the Acceptance Date.
- (c) **Closing Date** Within 30 calendar days after the end of the Inspection Period.

25. ACCEPTANCE DATE: The "Acceptance Date" shall be the date on which the last of Buyer and Seller executes this Agreement.

26. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this Offer by 3:00 P.M. Mountain Time on 3/10/2022, this Offer shall lapse.

[Signatures on following page.]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the day and year first above written.

Buyer R.P.
~~SELLER~~

SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign
Mayor or Designee

Seller R.P.
~~BUYER~~

NICOLETTI ENTERPRISES, L.C.

By: *Rick N Peterson*
Its:

DIVISION DIRECTOR APPROVAL
SALT LAKE COUNTY

By: Martin Jensen Digitally signed by Martin Jensen
Date: 2022.03.02 12:53:43 -07'00'
Martin Jensen, Division Director
Salt Lake County Parks and Recreation

APPROVED AS TO FORM:

R Christopher Preston Digitally signed by R. Christopher
Preston
Date: 2022.02.28 17:02:03 -07'00'
R. Christopher Preston
Deputy District Attorney

Exhibit A
(Legal Description)

Parcel Nos. 32-07-100-006

LOT 3, SEC 7, T 4S, R 2W, S L M 33.39 AC

Parcel No. 31-12-400-003

THE N 990 FT OF THE SE 1/4 OF SEC 12, T 4S, R 3W, S L M. 60 AC.