

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 THE METRO TOWNSHIP OF WHITE CITY.

RECITALS

1. Salt Lake County (“County”) owns a parcel of land located at approximately 930 East Onyx Ln., White City, Utah, identified as Parcel No. 28-08-179-012-0000, consisting of approximately 0.54 of an acre (the “Property”), which was struck off to County after the tax sale on May 24, 1990.
2. The metro township of White City (“City”), has offered in writing to purchase the Property from County for One Thousand Nineteen and 15/100 Dollars (\$1,019.15), 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 Real Estate Purchase and Sale Agreement (the “Agreement”), attached hereto as Exhibit 1.
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 City. 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 A 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 City, as provided in the Agreement for the agreed appraised value of One Thousand Nineteen and 15/100 Dollars (\$1,019.15) 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 A, and to deliver the fully executed documents to the County Real Estate Section for delivery to City, 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 1
REAL ESTATE PURCHASE AND SALE AGREEMENT

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”), is entered into as of _____, 2023, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, with its business address located at 2001 South State Street, Salt Lake City, Utah 84190 (“Seller”), and the metro township of WHITE CITY, a municipal corporation of the State of Utah, with its business address located at 10467 South Carnation Dr., White City, Utah 84094 (“Buyer”). Seller and Buyer may be referred to jointly as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, Seller owns a parcel of land located at approximately 930 East Onyx Ln., White City, Utah, identified as Parcel No. 28-08-179-012-0000, consisting of approximately 0.54 of an acre and as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”), which was struck off to Seller after a tax sale on May 24, 1990; and

WHEREAS, Buyer owns real property adjacent to the Property, desires to purchase from Seller any right, title, or interest of Seller in and to the Property; and

WHEREAS, Seller has determined that the Property is not currently in public use, and the Salt Lake County Real Estate Section has determined that the value of the Property is One Thousand Nineteen and 15/100 Dollars (\$1,019.15).

NOW THEREFORE, in consideration of the Recitals set forth above which are incorporated herein by reference, the mutual covenants contained in this Agreement, the Purchase Price, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, covenant and agree as follows:

1. AGREEMENT TO PURCHASE/SELL PROPERTY: Seller hereby agrees to sell, convey and assign the Property to Buyer, and Buyer agrees to buy and accept the Property from Seller, under the terms and conditions and for the purchase price hereinafter set forth.

2. PURCHASE PRICE: The purchase price for the Property shall be One Thousand Nineteen and 15/100 Dollars (\$1,019.15 the “Purchase Price”). The Purchase Price shall be payable at closing as that date is set forth herein.

3. CLOSING: Buyer shall accept this offer on or before November 1, 2023, (“Acceptance Date”). Buyer shall have the right to conduct its inspection of the Property and perform its due diligence until December 1, 2023, (“Inspection Period”). This transaction shall be closed on or before December 15, 2023, (the “Closing Date”). Closing shall occur when Buyer and Seller have (a) signed and delivered to each other all documents required by this Agreement, and by applicable law, and (b) Buyer has approved all items referenced under Sections 7 and 8, and has removed all contingencies referenced in Section 9.

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

5. AGENCY DISCLOSURE: Seller 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.

6. CONVEYANCE OF PROPERTY: Seller agrees to convey and deliver to Buyer a quit-claim deed for the Property (the "Quit-claim Deed"), the form of which is attached hereto as Exhibit B and incorporated herein by this reference.

7. SELLER DISCLOSURES: No later than ten (10) calendar days after the Acceptance Date, Seller will deliver to the following Seller's disclosures ("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 until December 1, 2023, (the "Inspection Period") to review the contents of Seller Disclosures referenced in Section 7 and at its sole discretion to undertake the following elements ("Buyer Undertakings") 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 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 Seller.

9. CONTINGENCIES: Buyer's obligations under this Agreement are conditioned upon and subject to Buyer approving in its sole discretion the contents if any, of 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: Seller makes no representations as to the title conveyed, nor as to Buyer's right of possession of the Property. Similarly, Seller makes no warranties or representations as to whether the Property is buildable or developable, nor does Seller make any representations regarding whether the Property complies with applicable zoning regulations. Seller does not warrant or represent that the Property is habitable or in any particular condition. Seller 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.

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 and no alterations or improvements to the Property shall be made or undertaken without the written consent of Buyer.

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

14. ASSIGNMENT: This Agreement may not be assigned by any Party without the prior written consent of the other Party.

15. 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.

16. 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.

17. 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.

18. 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: | Ends on or before December 1, 2023. |
| (c) Closing Date: | On or before December 15, 2023. |

[Signatures on following page.]

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

SALT LAKE COUNTY

By: _____
Mayor or Designee

RECOMMENDED FOR APPROVAL:


By _____
Derrick L. Sorensen
Salt Lake County Property Manager

Reviewed and Advised as to Form and Legality:

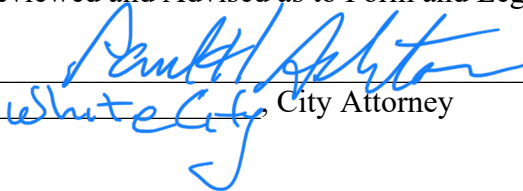
John E. Diaz Digitally signed by John E. Diaz
Date: 2023.09.19 09:07:38 -06'00'

John E. Diaz
Deputy District Attorney
Salt Lake County

WHITE CITY, Utah municipality

By  _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:



White City City Attorney

Exhibit A
(Legal Description)

Parcel No. 28-08-179-012-0000

COM N 89 45'35" W 496.85 FT & N 0 14'25" E 660 FT FR CEN SEC
8 T 2S R 1E SL MER E 23.5 FT N 637.65 FT E 36.75 FT N 365 FT
M OR L TO S'LY LINE CANAL NW'LY ALG SD CANAL TO E LINE WHITE
CITY NC 1 S 0 44' W 339.26 FT W 29.6 FT S 0 14'25" W 670.07
FT TO BEG 0.54 AC

Exhibit A
(Quitclaim Deed)

WHEN RECORDED, RETURN TO:
White City Manager
10467 South Carnation Dr.
White City, Utah 84094

Tax I.D. No. 28-08-179-012-0000

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah (hereinafter referred to as “Grantor”), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quitclaims to the metro township of White City, a municipal corporation of the State of Utah (hereinafter referred to as “Grantee”), the following described parcel of land located at approximately 930 East Onyx Ln., White City, Utah, identified as Parcel No. 28-08-179-012-0000, consisting of approximately 0.54 of an acre and as more particularly described on Exhibit 1 attached hereto and incorporated herein by this reference (the “Property”).

IN WITNESS OF THIS QUITCLAIM DEED, 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 _____, 2023.

[Signature Page Follows Below]

SALT LAKE COUNTY:

By: _____
MAYOR or DESIGNEE

By: _____
COUNTY CLERK

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

On the __ day of _____ 2023, personally appeared before me _____, who being by me duly sworn did say that he/she 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.

Notary Public

On this __ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that he/she 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.

Notary Public

Reviewed and Advised as to Form and Legality:

John E. Diaz Digitally signed by John E. Diaz
Date: 2023.09.19 09:08:36
-06'00'

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT 1
(Legal Description)


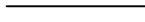
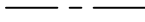

A parcel of land disclosed in that Tax Sale Record recorded August 7, 1990, as Entry No. 4949387 in Book 6242, at Page 1296 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Northwest Quarter of Section 08, Township 3 South, Range 1 East, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Parcel No. 28-08-179-012-0000

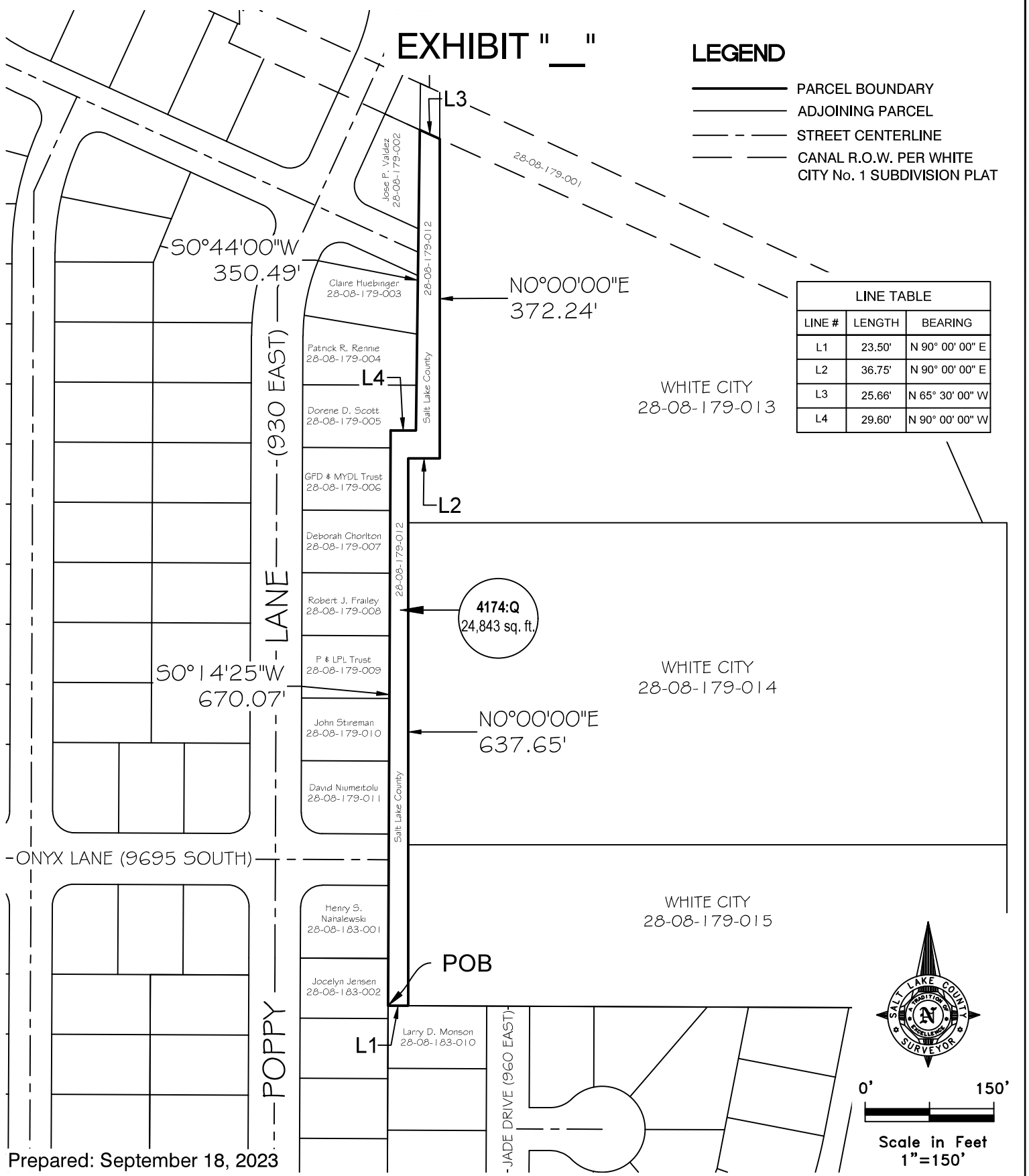
**COM N 89 45'35" W 496.85 FT & N 0 14'25" E 660 FT FR CEN SEC
8 T 3S R 1E SL MER E 23.5 FT N 637.65 FT E 36.75 FT N 365 FT
M OR L TO S'LY LINE CANAL NW'LY ALG SD CANAL TO E LINE WHITE
CITY NG 1 S 0 44' W 339.26 FT W 29.6 FT S 0 14'25" W 670.07
FT TO BEG 0.54 AC**

EXHIBIT " _ "

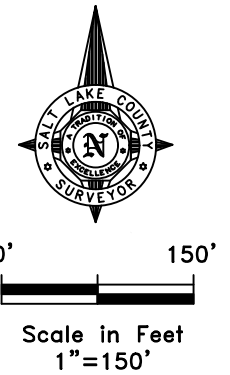
LEGEND

-  PARCEL BOUNDARY
-  ADJOINING PARCEL
-  STREET CENTERLINE
-  CANAL R.O.W. PER WHITE CITY No. 1 SUBDIVISION PLAT

LINE TABLE		
LINE #	LENGTH	BEARING
L1	23.50'	N 90° 00' 00" E
L2	36.75'	N 90° 00' 00" E
L3	25.66'	N 65° 30' 00" W
L4	29.60'	N 90° 00' 00" W



Prepared: September 18, 2023



WHITE CITY
930 E. ONYX LANE
QUITCLAIM DEED - 4174:Q

Prepared for:
 Salt Lake County Real Estate

Section 08, T.3S, R.1E, S.L.B.&M. Drawn by: CJL
 Work Order No. W091123026 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