

RESOLUTION NO. _____, 20__

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING SURPLUS REAL PROPERTY AND APPROVING THE CONVEYANCE OF THE SAME BY QUIT-CLAIM DEED TO EQUITY TRUST COMPANY, CUSTODIAN F.B.O. KRAIG JOHNSON IRA

RECITALS

1. Salt Lake County (the “County”) owns a parcel of real property, Parcel No. 21-26-103-034, located at approximately 7179 South Temple Drive, West Jordan, Utah (the “Property”), which was struck off to the County after the tax sale in 2016.

2. Equity Trust Company, Custodian F.B.O. Kraig Johnson IRA (“Buyer”) owns a parcel of land adjacent to a portion of the Property.

3. Buyer has offered to purchase the portion of the Property that abuts its property (the “Parcel”) from the County for an agreed upon price, which has been reviewed and approved by the County Real Estate Division, and has paid a fee of \$100, which amount shall be credited towards the purchase prices of the Parcel. This offer is in the form of a Tax Sale Property Purchase Agreement (the “Agreement”) attached hereto as Exhibit A.

4. The County has determined that the Parcel is not currently in public use and that the Property should be sold for \$1,000.00. Proceeds from the sale of the Parcel will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.

5. The best interest of the County and the general public will be served by the sale and conveyance of the Parcel to Buyers for the negotiated price. 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 Parcel 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 Parcel by quit-claim deed to Buyers as provided in the Agreement for the agreed upon price of One Thousand Dollars (\$1,000.00) is hereby approved; and the Mayor is hereby authorized to execute the Agreement and the Mayor and County Clerk are authorized to execute the Quit-Claim Deed, attached to the Agreement as Exhibit 2, and to deliver the fully executed documents to the Salt Lake County Real Estate Division for delivery to Buyers in accordance with the terms of the Agreement.

APPROVED and ADOPTED this _____ day of _____, 2020.

SALT LAKE COUNTY COUNCIL

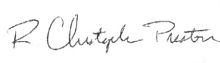
By: _____
Max Burdick, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

- Council Member Bradley voting _____
- Council Member Bradshaw voting _____
- Council Member Burdick voting _____
- Council Member DeBry voting _____
- Council Member Ghorbani voting _____
- Council Member Granato voting _____
- Council Member Jensen voting _____
- Council Member Newton voting _____
- Council Member Snelgrove voting _____

APPROVED AS TO FORM:

 Digitally signed by Robert Preston
Date: 2020.06.24 10:58:02 -06'00'

R. Christopher Preston
Deputy District Attorney

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 _____, 2020, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and EQUITY TRUST COMPANY, CUSTODIAN F.B.O. KRAIG JOHNSON IRA, hereinafter referred to as BUYER.

RECITALS

- A. COUNTY owns a parcel of land located at approximately 7179 South Temple Drive in West Jordan, Utah, identified as Tax ID 21-26-103-034 (the “Property”), which was struck off to COUNTY after the tax sale in 2016.
- B. BUYER owns title to real property adjacent the Property and desires to purchase that portion of the Property that abuts its property (the “Parcel”) from the County, and has paid a fee of \$100, which amount shall be credited towards the purchase price of the Parcel. A description of the Parcel is attached hereto as Exhibit 1 and incorporated herein by this reference.
- C. COUNTY has determined that the Parcel is not currently in public use and that the Parcel has an agreed upon value of \$1,000.00.

IN CONSIDERATION of the covenants and conditions set forth herein, it is mutually agreed by the parties hereto as follows:

1. COUNTY agrees to convey and deliver to BUYER a quit-claim deed for the Parcel (the “Quit-claim Deed”), the form of which is attached hereto as Exhibit 2 and incorporated herein by this reference.

2. IN CONSIDERATION for conveying the Parcel by quit-claim deed, BUYER shall pay COUNTY \$1,000.00 (the “Purchase Price”).

3. COUNTY makes no representations as to the title conveyed, nor as to BUYER'S right of possession of the Parcel. Similarly, COUNTY makes no warranties or representations as to whether the Parcel is buildable or developable, nor does COUNTY make any representations regarding whether the Parcel complies with applicable zoning regulations. COUNTY does not warrant or represent that the Parcel is habitable or in any particular condition. COUNTY also makes no warranties or representations regarding the accuracy of the assessment of the Parcel 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 Quit-Claim 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 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.


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 parties hereto have caused this Agreement to be duly executed this __ day of _____, 20__.


COUNTY: Salt Lake County

RECOMMENDED FOR APPROVAL:

By _____
Mayor or Designee


Derrick L. Sorensen
Salt Lake County Property Manager

BUYER: Equity Trust Company,
Custodian F.B.O. Kraig Johnson IRA


By: KRAIG JOHNSON
Its: ACCOUNT OWNER

APPROVED AS TO FORM:

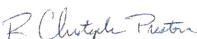
 Digitally signed by Robert Preston
Date: 2020.06.25 11:45:59 -06'00'
R. Christopher Preston
Deputy District Attorney

EXHIBIT 1
LEGAL DESCRIPTION

A parcel of land being an entire tract described in that Tax Record Sale recorded as Entry No. 12315867, in Book 10449, at Page 8882, in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Northwest Quarter of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

BEG N 1597.7 FT M OR L & E 33 FT M OR L FR SW COR NW 1/4 SEC. 26, T2S, R1W, SLM;
N 01°05'39" E 6.68 FT M OR L; N 89°56'11" E 145 FT M OR L;
S 01°04'04" W 6.85 FT M OR L; W 145 FT M OR L TO BEG. 0.02 AC M
OR L. 9183-5543 9172-7797 9476-3678 3909-3911 4861 9810-2797,
2799

The above described description contains 981 square feet in area, more or less.

Tax Serial No. 21-26-103-034

EXHIBIT 2
QUIT-CLAIM DEED

WHEN RECORDED RETURN TO:
 Salt Lake County Real Estate
 2001 South State Street, Suite S3-110
 Salt Lake City, Utah 84114-3300

APPROVED AS TO FORM

Salt Lake County
 District Attorney's Office
 Digitally signed by
 Robert Preston
 Date: 2020.06.25
 11:45:36 -06'00'

R. Christopher Preston

Space above for County Recorder's use

**QUITCLAIM DEED
 Salt Lake County**

Real Estate No. 3710.001:C
 County Surveyor WO # W060220087
 Tax Serial No. 21-26-103-034

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, of Salt Lake County, State of Utah, hereby Quitclaims to EQUITY TRUST COMPANY, CUSTODIAN, F.B.O. KRAIG JOHNSON IRA, 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 _____.

| | | |
|---------------------|------|-------------------|
| STATE OF UTAH |) | By _____ |
| |)ss. | MAYOR or DESIGNEE |
| COUNTY OF SALT LAKE |) | By _____ |
| | | COUNTY CLERK |

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: _____

Acknowledgment continued on following page

Acknowledgment 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")

A parcel of land being an entire tract described in that Tax Record Sale recorded as Entry No. 12315867, in Book 10449, at Page 8882, in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Northwest Quarter of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

BEG N 1597.7 FT M OR L & E 33 FT M OR L FR SW COR NW 1/4 SEC. 26, T2S, R1W, SLM; N 01°05'39" E 6.68 FT M OR L; N 89°56'11" E 145 FT M OR L; S 01°04'04" W 6.85 FT M OR L; W 145 FT M OR L TO BEG. 0.02 AC M OR L. 9183-5543 9172-7797 9476-3678 3909-3911 4861 9810-2797, 2799

The above described description contains 981 square feet in area, more or less.

EXHIBIT "B": By this reference, made a part hereof.



TEMPLE DRIVE

ROAD DEDICATION

Christopher Macias
Diana Holguin-Macias
21-26-103-035
Lot 1

Jennifer Mortensen
21-26-103-036
Lot 2

Steven Clements
Hollie Done
21-26-103-010
Lot 20

Jordan Court Sub

Brandi Johnson
21-26-103-037
Lot 3

Birdene Cooper
21-26-103-011
Lot 19

Besim & Lavdie Shanaj
21-26-103-038
Lot 4

L2

L1

Salt Lake County

21-26-103-034

L3

3710.001:C
POB

L4

Harry Zoellner
21-26-103-012
Lot 18

Equity Trust Company
21-26-103-028

Silvia Escobar
21-26-103-013
Lot 17

Deborah Ipson et al
21-26-103-005

Gary & Jolene
Nelson
21-26-103-014
Lot 16

LINE TABLE

| LINE # | LENGTH | BEARING |
|--------|--------|-------------|
| L1 | 6.68' | N01°05'39"E |
| L2 | 145' | N89°56'11"E |
| L3 | 6.85' | S01°04'04"W |
| L4 | 145' | WEST |

LEGEND

- SUBJECT PARCEL LINE
- PARCEL/LOT LINE
- - - - - SECTION LINE



Salt Lake County to
Equity Trust Company
21-26-103-034 Surplus Sale Parcel
7179 South Temple Drive

Prepared for:
Salt Lake County Real Estate Division

Sec. 26, T.2 S., R.1 W., S.L.B. & M.
Work Order No. W060220087

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 B
No Scale
Page 3 of 3

Prepared By: KDS Date: 06/12/2020
Checked By: SVK Date: 06/12/2020