

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING
THE PURCHASE OF TWO PARCELS OF LAND FROM NEIL R. LUND,
SUSAN LUND, AND BARTON JOHN LUND

RECITALS

A. Neil R. Lund, Susan Lund, and Barton John Lund (collectively, the “Owners”) own two parcels of real property located at approximately 777 & 787 Bayport Way, Taylorsville, Utah, identified as Parcel Nos. 21-11-230-016 and 21-11-230-015 (the “Property”).

B. Salt Lake County (“County”) desires to purchase the Property, consisting of approximately 2.33 acres, for \$350,000. 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 Owners \$350,000.00 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 authorizes the Mayor to execute the Agreement and sign all other documents necessary to close the purchase of the Property on behalf of Salt Lake County.

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 _____

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 _____, 2023 by and between **NIEL R. LUND, SUSAN LUND, AND BARTON JOHN LUND** (collectively “**Sellers**”), and **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, (“**Buyer**”).

1. AGREEMENT TO PURCHASE/SELL PROPERTY: Sellers hereby agree to sell, convey and assign to Buyer, and Buyer agrees to buy and accept from Sellers, under the terms and conditions and for the purchase price hereinafter set forth, certain real property located at approximately 777 West & 787 West Bayport Way, Taylorsville, Utah (Parcel Nos. 21-11-230-016 and 21-11-230-015) consisting of approximately 2.33 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: The purchase price shall be \$350,000.00 (the “**Purchase Price**”). The Purchase Price shall be payable as follows: \$20,000.00 Earnest Money Deposit to be deposited with Secured Land Title, 7090 Union Park Ave., Suite 425, Midvale Utah 84047 (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. Except as provided herein, 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 Sellers 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, county warrant, or collected or cleared funds. Buyer and Sellers shall each pay one half of 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 Closing Date.

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

5. AGENCY DISCLOSURE: At the signing of this Agreement, neither Buyer nor Sellers are represented by a real estate broker. Neither Buyer nor Sellers are obligated to pay any real estate commission in this transaction, and each shall indemnify the other from any claim related to any real estate commission.

6. TITLE TO PROPERTY AND TITLE INSURANCE: (a) Sellers have, or shall have at closing, fee simple title to the Property, and agree to convey such title to Buyer by special warranty deed, free of financial encumbrances; (b) Sellers agree 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 to Property to be used for open space.

7. SELLER DISCLOSURES: No later than 10 calendar days after the Acceptance Date, Sellers will deliver to the following Seller disclosures in Sellers' 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 **60 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. Sellers agree 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 Sellers. 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, Sellers warrant to Buyer the following: As of closing, Sellers have 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 Sellers; and (b) Sellers have not, do 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: Sellers agree 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 Sellers each warrant his or her authority to do so and to bind the Seller for whom he or she is signing. 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. 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 Salt Lake County Open Space Board, the County Mayor and the County Council. If, for any reason, the Salt Lake County Council decides, in its sole discretion, not to fund performance of Buyer under this Agreement, Buyer shall promptly notify Sellers of said non-funding and Buyer's termination of this Agreement. If Buyer terminates this Agreement due to non-funding prior to the Closing Date, the Earnest Money Deposit shall be returned to Buyer, and Buyer shall not incur any penalty.

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. Sellers acknowledge that this Agreement and other documents are subject to public disclosure by Buyer 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 Sellers deem any documents or portions of documents to be proprietary and protected, Sellers must make those designations in accordance with GRAMA. Disclosure of any documents or portions of documents designated as proprietary by Sellers will be pursuant to GRAMA and at the sole discretion of Buyer.

16. ETHICAL STANDARDS Sellers represent that they have 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 promise that they 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 Sellers acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Sellers also acknowledge and understand 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. Sellers further acknowledge that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. Sellers represent, by executing this Agreement,

that Sellers have 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 Sellers hereunder, are personal to Sellers. This Agreement may not be assigned by Sellers without the prior written consent of Buyer.

20. RISK OF LOSS: All risk of loss or damage to the property shall be borne by Sellers 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 Sellers 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 Sellers 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 60 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 Sellers executes this Agreement.

26. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Sellers do not accept this Offer by 5:00 P.M. Mountain Time on June 16, 2023, this Offer shall lapse.

[Signatures on following page.]

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

SELLERS:

Niel R. Lund
NIEL R. LUND

Susan Lund
SUSAN LUND

Barton John Lund
BARTON JOHN LUND

BUYER:
SALT LAKE COUNTY

By: Exhibit Only
Mayor or Designee

DIVISION DIRECTOR APPROVAL
SALT LAKE COUNTY

By: _____
Martin Jensen, Division Director
Salt Lake County Parks and Recreation

REVIEWED AS TO FORM AND LEGALITY:

R. Christopher Preston Digitally signed by R. Christopher Preston
Date: 2023.05.25 16:03:59 -06'00'
R. Christopher Preston
Deputy District Attorney

State of Utah
County of Salt Lake
On this 14 day of JUNE, 2023, Niel R. Lund, Susan Lund, Barton John Lund
Personally appeared before me,
X who is personally known to me,
X who's identity I verified on the basis of UT DRIVERS license
_____ who's identity I verified on the oath/affirmation of a creditable witness,
to be the signer of the foregoing document, and he/she acknowledges that he/she signed it.

Danielle Yates
Notary Public
My Commission Expires July 20, 2026



Exhibit A
(Legal Description)

Parcel Nos. 21-11-230-016

Parcel B, Bayport Way Subdivision

And

Parcel No. 21-11-230-015

Parcel A, Bayport Way Subdivision

EXHIBIT A-2 (MAP)

