

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING SURPLUS REAL PROPERTY AND APPROVING THE CONVEYANCE OF A PORTION OF THE SAME BY QUIT-CLAIM DEED TO RAMON RAMIREZ HERNANDEZ

RECITALS

1. Salt Lake County (the “County”) owns a parcel of real property, Parcel No. 14-21-479-036, located at approximately 2667 South Mineside Dr., Magna, Utah (the “Property”), which was struck off to the County after the tax sale in 2010.

2. Ramon Ramirez Hernandez (“Buyer”), owns a parcel of land immediately adjacent to the Property.

3. Buyer has offered to purchase the County’s interest in Property in its current condition for value, which has been reviewed and approved by the County Real Estate Section, and has paid a fee of \$100, which amount shall be credited towards the purchase price of the Property. 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 Property is not currently in public use and that the Property has a fair market value of \$4,026.75. Proceeds from the sale of the Property 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 Property to Buyer for its fair market value. 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 quit-claim deed to Buyer as provided in the Agreement for the agreed appraised value of Four Thousand Twenty-Six Dollars and Seventy-Five cents (\$4,026.75) 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 Section for delivery to Buyer in accordance with the terms of the Agreement.

APPROVED and ADOPTED this _____ day of _____, 2018.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton, 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 Granato voting _____
Council Member Jensen voting _____
Council Member Newton voting _____
Council Member Snelgrove voting _____
Council Member Wilson voting _____

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney
Date: _____

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 _____, 2018, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and RAMON RAMIREZ HERNANDEZ, hereinafter referred to as BUYER.

RECITALS

- A. COUNTY owns a parcel of land located at approximately 2667 South Mineside Drive in Magna, Utah, identified as Tax ID No. 14-21-479-036 (the “Property”), which was struck off to COUNTY after the tax sale in 2010. A description of the Property is attached hereto as Exhibit 1 and incorporated herein by this reference.
- B. BUYER owns title to a parcel of real property adjacent to the Property, desires to purchase the Property from the County, and has paid a fee of \$100, which amount shall be credited towards the purchase price of the Property.
- C. COUNTY has determined that the Property are not currently in public use and that the County’s interest in Property in its current condition has a value of \$4,026.75.

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 Property (the “Deed”), the form of which is attached hereto as Exhibit 2 and incorporated herein by this reference.

2. IN CONSIDERATION for conveying the County’s interest in the Property by the Deed, BUYER shall pay COUNTY \$4,026.75 (the “Purchase Price”).

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 Section 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 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 5 day of OCTOBER, 2018.

COUNTY: Salt Lake County

RECOMMENDED FOR APPROVAL:

By _____
Mayor or Designee


Derrick L. Sorensen
Salt Lake County Property Manager

BUYER: Ramon Ramirez Hernandez

By: 
Ramon Ramirez Hernandez

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney
Date: _____

EXHIBIT 1
LEGAL DESCRIPTION OF TAX DEED PARCEL

A parcel of land being part of Lot 2 of the Copperview Subdivision as described in that Tax Sale Record recorded as Entry No. 10978594 in Book 9835 at Page 9871 in the office of the Salt Lake County Recorder. Said subdivision is located in the Southeast Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian and recorded as Entry No. 3130827 in Book 78-6 at Page 183 in the office of said recorder. The boundary of said parcel of land is described as follows:

Beginning at the southwest corner of said parcel of land at a point in the south line of said Lot 2, which point is 125 feet N. $00^{\circ}08'06''$ W. and 363.63 feet West and 30 feet North of the Southeast Corner of said Section 21; thence North 95.41 feet to the northwesterly boundary of said Lot 2; thence along the boundary of said Lot 2 the following four (4) courses: 1) N. $84^{\circ}17'22''$ E. 46.15 feet; 2) East 5.26 feet to the northeasterly corner of said Lot 2; 3) South 100 feet to the southeast corner of said Lot 2; 4) West 51.18 feet to the **Point of Beginning**.

The above-described parcel of land contains 5011 square feet in area or 0.115 acres, more or less.

Parcel No. 14-21-479-036

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

Space above for County Recorder's use

QUIT CLAIM DEED
Salt Lake County

Parcel No. 1
Tax Serial No. 14-21-479-036
Surveyor WO: SU20180446

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby Quit Claim(s) to, Ramon Ramirez Hernandez, 2677 S Mineside Drive, Magna UT, 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 Quit-Claim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this _____ day of _____, 20 _____.

SALT LAKE COUNTY

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

By _____
 MAYOR or DESIGNEE
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: _____

Acknowledgement Continued on Following Page

Acknowledgement Continued from Previous 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 part of Lot 2 of the Copperview Subdivision as described in that Tax Sale Record recorded as Entry No. 10978594 in Book 9835 at Page 9871 in the office of the Salt Lake County Recorder. Said subdivision is located in the Southeast Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian and recorded as Entry No. 3130827 in Book 78-6 at Page 183 in the office of said recorder. The boundary of said parcel of land is described as follows:

Beginning at the southwest corner of said parcel of land at a point in the south line of said Lot 2, which point is 125 feet N. 00°08'06" W. and 363.63 feet West and 30 feet North of the Southeast Corner of said Section 21; thence North 95.41 feet to the northwesterly boundary of said Lot 2; thence along the boundary of said Lot 2 the following four (4) courses: 1) N. 84°17'22" E. 46.15 feet; 2) East 5.26 feet to the northeasterly corner of said Lot 2; 3) South 100 feet to the southeast corner of said Lot 2; 4) West 51.18 feet to the **Point of Beginning**.

The above-described parcel of land contains 5011 square feet in area or 0.115 acres, more or less.

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

BASIS OF BEARING: The basis of bearing is N. 00°08'06" W. along the section line between the Southeast Corner and the East Quarter Corner of said Section 21, Township 1 South, Range 2 West, SLB&M.

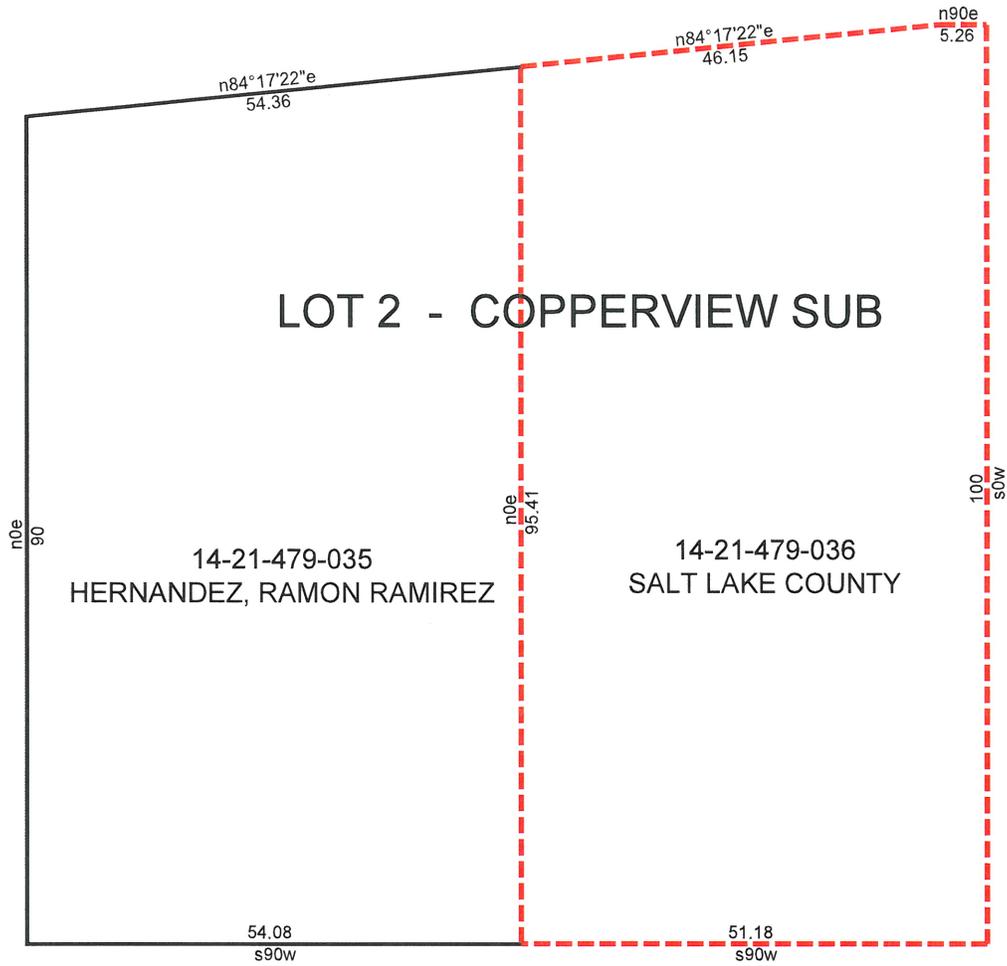


MINESIDE DRIVE

LOT 3

LOT 2 - COPPERVIEW SUB

LOT 1



COPPERVIEW DRIVE

Parcel 14-21-479-036 being a part of Lot 2 Copperview Sub

09/21/2018

Scale: 1 inch= 20 feet

File:

Tract 1: 0.1151 Acres (5013 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/130498), Perimeter=298 ft.

Tract 2: 0.0290 Acres (1264 Sq. Feet), Closure: s00.0022w 95.41 ft. (1/2), Perimeter=198 ft.

- 01 n0e 95.41
- 02 n84.1722e 46.15
- 03 n90e 5.26
- 04 s0w 100
- 05 s90w 51.18
- 06 @0
- 07 s90w 54.08
- 08 n0e 90
- 09 n84.1722e 54.36