


**Mayor's Office: Council Agenda Item Request Form**  
*This form and supporting documents (if applicable) are due the Wednesday  
before the COW meeting by noon.*

<b>Date Received</b> (office use)	<b>8 February 2017</b>
--------------------------------------	------------------------

<b>Date of Request</b>	2-8-17
<b>Requesting Staff Member</b>	David Clemence, Real Estate Manager
<b>Requested Council Date</b>	2-14-17
<b>Topic/Discussion Title</b>	Tax Deed Sale - Meersman
<b>Description</b>	The subject property was acquired by the County at the 2014 tax sale. Prior to the tax sale, the property owner was not aware that his lender failed to pay the taxes, which the lender admits. County staff proposes to sell the property back to the previous owner at his and his lender's request so the property owner can complete refinancing his adjacent residence.
<b>Requested Action<sup>1</sup></b>	Consent Item Approval
<b>Presenter(s)</b>	David Clemence
<b>Time Needed<sup>2</sup></b>	10 minutes
<b>Time Sensitive<sup>3</sup></b>	Yes
<b>Specific Time(s)<sup>4</sup></b>	n/a
<b>Contact Name &amp; Phone</b>	David Clemence, Ext. 80373
<b>Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.</b>	

**Mayor or Designee approval:**



<sup>1</sup> What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

<sup>2</sup> Assumed to be 10 minutes unless otherwise specified.

<sup>3</sup> Urgency that the topic to scheduled on the requested date.

<sup>4</sup> If important to schedule at a specific time, list a few preferred times.

RESOLUTION NO. \_\_\_\_\_, 2017

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING  
SURPLUS REAL PROPERTY AND APPROVING THE CONVEYANCE OF  
THE SAME BY QUIT CLAIM DEED TO MARK D MEERSMAN

RECITALS

1. Salt Lake County owns a small parcel of real property, Parcel No. 27-32-277-014, located at approximately 12983 South Kale Lane, Riverton, Utah (the "Property"), which was acquired by Tax Deed in 2014 and which is not in public use by the County.

2. The Property consists of a small 2.2'x156.55' parcel adjacent to property currently owned by Mark D Meersman ("Meersman").

3. In 2008, Meersman acquired the Property together with an adjacent parcel as his main residence. Meersman financed this purchase through a lender and pledged the Property and the adjacent parcel as collateral for the loan.

4. After acquiring both properties, Meersman received property tax notices and assumed that the lender was paying taxes on both properties.

5. The lender paid property taxes on the adjacent property but through oversight failed to pay property taxes on the Property. The lender has acknowledged responsibility for this oversight.

6. When he attempted to refinance his loan, Meersman discovered that the Property had been conveyed to the County following the 2014 tax sale because of delinquent property taxes and that his statutory opportunity to redeem the Property had expired.

7. Meersman has offered in writing to purchase the Property from the County for the full amount of the back taxes and administrative fees as approved by the County Real Estate Section. This offer is in the form of a Real Estate Purchase Contract attached hereto as Exhibit A.

8. Property acquired by the County following a tax sale “may be disposed of for a price and upon terms determined” by the County Council according to Section 59-2-1351.5(1)(a) of the Utah Code.

9. The County has no need for the Property and has determined that, under the stated circumstances, it is appropriate to sell the Property back to Meerman for \$379.19, which amount represents the amount of the back taxes and administrative fee owed. Proceeds from the sale of the Property will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.

10. It has been determined that the best interest of the County and the general public will be served by the sale and conveyance of the Property to Meersman. 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 the Real Estate Purchase Contract attached hereto as Exhibit A, be and the same 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 Meersman as provided in the Real Estate Purchase Contract for the purchase price of Three Hundred Seventy-Nine Dollars and 19/100 (\$379.19) is hereby approved; and the Mayor and County Clerk are hereby authorized to execute the Real Estate Purchase Contract and Quit Claim Deed, attached hereto as Exhibit B and by this reference made a part of this Resolution, and to deliver the fully executed documents to the County Real Estate Section for delivery to Meersman upon payment of the agreed upon purchase amount.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Steve DeBry, 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  
R. Christopher Preston  
Deputy District Attorney  
Date: 2/6/2017

**EXHIBIT A**

**Real Estate Purchase Contract**

# REAL ESTATE PURCHASE CONTRACT

## OFFER TO PURCHASE

The Buyer, MARK D MEERSMAN, offers to purchase the Property described below from the Seller, SALT LAKE COUNTY, a body corporate and politic of the State of Utah, on the terms and conditions contained herein.

**1. PROPERTY:** Parcel No. 27-32-277-014. Common Address 12983 South Kale Lane, Riverton, Utah. For legal description, see Exhibit A (hereinafter, the "Property").

**1.1 INCLUDED ITEMS:** Unless excluded herein, this sale shall include all fixtures presently attached to the property. The following personal property shall also be included in this sale and conveyed under separate Bill of Sale with warranties as to title: None

**1.2 EXCLUDED ITEMS:** These items are excluded from this sale: None.

**2. PURCHASE PRICE:** The purchase price shall be \$379.19 (Three Hundred Seventy Nine Dollars and Nineteen Cents), which shall be payable as follows: Entire purchase price at closing.

**3. CLOSING:** This transaction shall be closed on or before February 28, 2017. Closing shall occur when Buyer and Seller have (a) signed and delivered to each other (or to the escrow/title company), all documents required by this contract, 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 these documents have been delivered to Seller in the form of cashier's check or county warrant. All pro-rations, 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 at the time of the closing.

**5. AGENCY DISCLOSURE:** No Real Estate Agents or Brokers were used for this transaction, therefore, the Buyer shall not pay any Realtor or Broker fees.

**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 Quit Claim Deed, free of financial encumbrances; (b) Buyer may obtain a current title report within 15 days of execution of this contract, if desired, and has the option to purchase an owner's policy of title insurance in the amount of the purchase price at the Buyer's expense.

**7. SELLER DISCLOSURES:** No later than 15 calendar days after acceptance, Seller will deliver to Buyer the following Seller disclosures: (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 any environmental assessments, reports, site plans, or other documents which may materially affect the Buyer's interest in the Property.

**8. BUYER UNDERTAKINGS:** The Buyer may undertake the following elements at its own expense and for its own benefit for the purpose of complying with the contingencies under Section 9: ordering and obtaining (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 fully cooperate with Buyer's completion of these matters and to make the Property available as reasonable and necessary for the same.

**9. CONTINGENCIES:** This offer is subject to the Buyer's approving in its sole discretion the contents of the title report referenced in Section 6, the Seller Disclosures in Section 7, and, if undertaken, the results of the appraisal, survey, environmental study, physical inspection, and report referenced in Buyer Undertakings in Section 8. Buyer shall have until closing to approve Seller Disclosures, to complete Buyer Undertakings, and to remove the contingencies referenced in this Section 9.

**10. ADDENDUM:** None.

**11. SELLER'S WARRANTIES:** Regarding the condition of the Property, Seller warrants to Buyer the following:

**11.1** When Seller delivers possession of the Property to Buyer, it will be free of Seller's personal belongings.

**11.2** Within 14 days of executing this agreement, Seller will disclose all claims and/or notices of any environmental, building, or zoning code violations regarding the Property which have not been resolved.

**11.3** Any private well or septic tank on the Property, whether working or not, is in compliance with all governmental regulations.

**11.4** Seller has complied with all applicable laws, ordinances, regulations, statutes and rules relating to the Property or any part thereof.

**11.5** There has been no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, hazardous substance, toxic substance, or any other pollutants or contaminants on or in the Property. If inspection results in a determination that pollutants or contaminants exist on the property, Seller may elect to remediate the property, reduce the Purchase Price to compensate Buyer for any required remediation, or terminate this Agreement without penalty.

**11.6** Seller agrees that after executing this agreement it will not enter into any written contracts, agreements, amendments, encumbrances, or listings, or be a party to any oral understandings or agreements affecting the Property, which may become binding upon Buyer.

**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 the Buyer.

**13. AUTHORITY OF SIGNERS:** If Buyer is a corporation, partnership, trust, estate, or other entity, the person executing this contract on its behalf warrants his or her authority to do so and to bind the Buyer. The Seller, Salt Lake County, is a body corporate and politic of the State of Utah. The signature of the County Mayor, pursuant to a resolution of the County Council, is required in order to bind the Seller. In the event an authorized representative of the Salt Lake County Real Estate Division first executes this agreement, this agreement is subject to ratification by the County Council, and to execution by the County Mayor.

**14. COMPLETE CONTRACT:** This instrument, 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 contract 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 contract 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:** The warranties and provisions made in this contract shall survive closing and conveyance of title to Buyer, notwithstanding the merger doctrine or any other rule or law to the contrary.

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

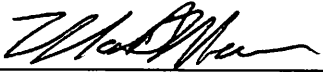
**20. TIME IS OF THE ESSENCE:** Time is of the essence regarding the dates set forth in this transaction. Any extension of the times or dates in this agreement must be agreed to in writing and executed by all parties.

**21. FACSIMILE (FAX) DOCUMENTS:** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. If the transaction

involves multiple Buyers or Sellers, facsimile transmissions may be executed in counterparts.

**22. ACCEPTANCE:** Acceptance occurs when Seller or Buyer, responding to an offer or counter offer of the other: (a) signs the offer or counter offer where noted to indicate acceptance, and (b) communicates to the other party or the other party's agent that the offer or counter offer has been signed as required.

**23. 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 5:00 ( ) AM ( X ) PM Mountain Time 2/28/17, this offer shall lapse.

  
\_\_\_\_\_  
Mark D Meersman  
(Buyer's Signature)


2-7-17  
\_\_\_\_\_  
Date

Notice Address: 12954 Kalk Lane  
Riverton UT 84065



## ACCEPTANCE

Seller accepts the foregoing offer on the terms and conditions specified above.

  
(Seller's Signature)  
Real Estate Section

2/7/17  
Date

Notice Address: Salt Lake County Real Estate Division  
2001 South State Street, #S3-120  
Salt Lake City, Utah 84114-4575  
Phone: 385-468-0373

\_\_\_\_\_  
Salt Lake County Mayor or Designee

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
District Attorney's Office

By:   
Attorney

R. CHRISTOPHER PRESTON

Date: 2/6/2017

## REJECTION / COUNTER OFFER

### CHECK ONE:

Seller ( ) **REJECTS** the foregoing offer.

Seller ( ) Presents for Buyer's acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached **COUNTER OFFER** # \_\_\_\_\_.

\_\_\_\_\_  
(Seller's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Time)

\_\_\_\_\_  
(Seller's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Time)

## Exhibit A

Beginning at the Southeast corner of Lot 276 Castlewood Estates Phase 2 Subdivision, as recorded with the office of the Salt Lake County Recorder, and running thence North  $89^{\circ}49'55''$  West along the South line of said Lot 276, 156.55 feet to the Southwest corner of said Lot 276; thence North  $00^{\circ}11'20''$  East along the West line of said Lot 276, 2.20 feet; thence South  $89^{\circ}49'55''$  East 156.55 feet to the East line of said Lot 276; thence South  $00^{\circ}10'05''$  West along said East line 2.20 feet to the point of beginning.

**EXHIBIT B**

**Quit Claim Deed**

WHEN RECORDED RETURN TO:  
Salt Lake County Real Estate  
2001 South State Street, Suite S3-120  
Salt Lake City, Utah 84114-4575

Space above for County Recorder's use

Parcel No. 27-32-277-014

## QUIT CLAIM DEED Salt Lake County

**SALT LAKE COUNTY** a body corporate and politic of the State of Utah, GRANTOR, of Salt Lake County, State of Utah, hereby Quit Claim(s) to **MARK D MEERSMAN**, 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 \_\_\_\_\_, 2017.

SALT LAKE COUNTY

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

By \_\_\_\_\_  
MAYOR or DESIGNEE  
By \_\_\_\_\_  
COUNTY CLERK

On this \_\_\_\_ day of \_\_\_\_\_, 2017, 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:

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

Residing in: \_\_\_\_\_

APPROVED AS TO FORM  
District Attorney's Office

By: R. Christopher Preston  
Attorney

R. CHRISTOPHER PRESTON

Date: 2/8/2017

Acknowledgements continued on following page

On this \_\_\_\_ day of \_\_\_\_\_, 2017, 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:

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Residing in: \_\_\_\_\_

**(EXHIBIT A)**

Beginning at the Southeast corner of Lot 276 Castlewood Estates Phase 2 Subdivision, as recorded with  
the office of the Salt Lake County Recorder, and running thence North 89°49'55" West along the South line  
of said Lot 276, 156.55 feet to the Southwest corner of said Lot 276; thence North 00°11'20" East along the  
West line of said Lot 276, 2.20 feet; thence South 89°49'55" East 156.55 feet to the East line of said Lot  
276; thence South 00°10'05" West along said East line 2.20 feet to the point of beginning.