

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.*

Date Received (office use)	22 Feb 2017
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Date of Request	2-22-17
Requesting Staff Member	David Clemence, Real Estate Manager
Requested Council Date	2-28-17
Topic/Discussion Title	Tax Deed Sale
Description	The subject property was acquired by the County at the 1993 tax sale. UDOT intends to reconstruct the intersection at 5400 South and Bangerter Highway, which requires its acquisition of this tax parcel.
Requested Action¹	Consent Item Approval
Presenter(s)	David Clemence
Time Needed²	10 minutes
Time Sensitive³	Yes
Specific Time(s)⁴	N/A
Contact Name & Phone	David Clemence, Ext. 80373
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.	

Mayor or Designee approval: _____

Kimberly Barnard

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

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.

RESOLUTION NO. _____

ADOPTED _____, 2017

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING
SURPLUS REAL PROPERTY, AUTHORIZING THE EXECUTION OF A
RIGHT OF WAY CONTRACT FOR THE CONVEYANCE OF SURPLUS
COUNTY PROPERTY, AND APPROVING CONVEYANCE OF THE
SURPLUS REAL PROPERTY BY QUIT CLAIM DEED TO THE UTAH
DEPARTMENT OF TRANSPORTATION

RECITALS

A. Salt Lake County (the "County") owns a parcel of real property acquired by Tax Deed, Parcel No. 21-17-131-021, located at approximately 3738 West Christyann Dr. in Salt Lake County, which real property is not currently in public use by the County (the "Property").

B. The County acquired title to the Property by tax deed in 1993. The Property is a small 32 square-foot parcel, located near the intersection of Bangerter Highway and 5400 South.

C. The Utah Department of Transportation ("UDOT") is working on a project at 5400 South to widen Bangerter Highway. As part of the Project, UDOT would like to acquire the Property.

D. UDOT has offered to purchase the property for \$600.00, the appraised fair market value, and has prepared a Right of Way Contract, attached hereto as Exhibit A.

E. The Salt Lake County Real Estate Section has determined that \$600.00 is full and adequate consideration for the conveyance of the Property to the UDOT.

F. Proceeds from the sale of the Property will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.

G. 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 UDOT in accordance with the terms of the Right of Way Contract. 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 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 said parcel of real property by quitclaim deed to UDOT for the agreed consideration, as provided in the Right of Way Contract attached hereto as Exhibit A and by this reference made a part of this Resolution, is hereby approved; and the Mayor is hereby authorized to execute the original of said Right of Way Contract.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized consistent with the terms of the Right of Way Contract to execute the Quit Claim Deed, attached hereto as Exhibit B and by this reference made a part of this Resolution, and to deliver the fully executed document to the County Real Estate Section for delivery to UDOT upon payment of the agreed upon purchase amount.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor is authorized to execute or accept such other documents necessary to the sale of the Property.

APPROVED and ADOPTED this _____ day of _____, 2017.

SALT LAKE COUNTY COUNCIL

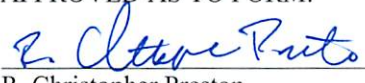
By: _____
Steve DeBry, Chair

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
Deputy District Attorney
Date: 2/3/2017

EXHIBIT A

RIGHT OF WAY CONTRACT



Utah Department of Transportation

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: S-0154(12)11

Parcel No.(s): 777B:T

Job/Proj / Auth No: 71939

Pin No: 12566

Project Location: 4 Interchanges on Bangerter Highway

County of Property: SALT LAKE

Tax ID / Sidwell No: 21-17-131-021

Property Address: 3738 W. Christyann Dr. TAYLORSVILLE UT, 84129

Owner's Address: P.O. Box 144575, Salt Lake City, UT, 84114

Primary Phone: 385-468-0373

Owner's Home Phone:

Owner's Work Phone: (385)468-0373

Owner / Grantor (s): Salt Lake County

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Quit Claim Deed a parcel(s) of land known as parcel number(s) 777B:T for transportation purposes. This contract is to be returned to: Caroline King (Consultant), Right of Way Agent c/o Utah Department of Transportation, 4501 South 2700 West, P.O. Box 148420, Salt Lake City, UT 84114-8420.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property by the Grantor other than what is provided for in this agreement.
Grantor agrees to maintain the property until the Department takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The Department shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
7. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or authorized lessees of the property.
9. Upon execution of this contract by the parties, Grantor grants UDOT, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent Caroline King, represents purchaser.

Buyer's Brokerage HDP Inc, represents purchaser.

Total Selling Price

\$600.00

Utah Department of Transportation

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: S-0154(12)11

Parcel No.(s): 777B:T

Job/Proj / Auth No: 71939

Pin No: 12566

Project Location: 4 Interchanges on Bangerter Highway

County of Property: SALT LAKE

Tax ID / Sidwell No: 21-17-131-021

Property Address: 3738 W. Christyann Dr. TAYLORSVILLE UT, 84129

Owner's Address: P.O. Box 144575, Salt Lake City, UT, 84114

Primary Phone: 385-468-0373

Owner's Home Phone:

Owner's Work Phone: (385)468-0373

Owner / Grantor (s): Salt Lake County

Grantor's Initials

Grantor understands this agreement is an option until approved by the Director of Right of Way.

Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

_____ This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

Percent

_____ 100%

_____ Salt Lake County

Right of Way Agents

Caroline King (Consultant) / Acquisition Agent

Michael C. Timothy / Team Leader

Approved by Director of Right of Way

APPROVED AS TO FORM
District Attorney's Office

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 2/3/2017

APPROVED AS TO FORM
District Attorney's Office

Attorney

R. CHRISTOPHER PRESTON

Date: 1/1/01

EXHIBIT B
QUIT CLAIM DEED

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed

(COUNTY)

Salt Lake County

Tax ID. 21-17-131-021

PIN No. 12566

Project No. S-0154(12)11

Parcel No. 0154:777B:T

Salt Lake County, a body corporate and politic of the State of Utah, Grantor, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84114, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah, to-wit:

A tract of land in fee, for the widening of existing State Route 154 known as Project No.S-0154(12)11, being all of an entire tract of property situate in Lot 33, Whitewood Estates No. 4, a subdivision situate in the NE1/4NW1/4 of Section 17, Township 2 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said tract of land are described as follows:

Beginning at the northeast corner of Lot 33, Whitewood Estates No. 4, said point being South 89°56'30" West 1009.57 feet and SOUTH 233.00 feet and North 0°05'48" West 8.85 feet from the North Quarter corner of Section 17, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 40°13'29" East 2.11 feet; thence North 87°42'20" west 41.54 feet; thence North 89°56'30" East 40.15 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described tract of land contains 32 square feet or 0.001 acre.

This instrument is made in pursuance of a sale of said real property, authorized by a resolution of the Salt Lake County Council, made on the _____ day of _____, A.D. 20 ____, and vesting in the Grantee all of the Grantor's title in said real property.

IN WITNESS WHEREOF, said County has caused this instrument to be executed by its proper officer thereunto duly authorized, this _____ day of _____, A.D. 20 ____.

STATE OF UTAH

)

SALT LAKE COUNTY

) ss.

COUNTY OF

)

By _____
County Mayor or Designee

APPROVED AS TO FORM
District Attorney's Office

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 2/10/2017

By _____
County Clerk or Designee

On this _____ day of _____, A.D. 20 ____ personally appeared before me, _____, who, being by me duly sworn, did say that they are the _____ of the Office of the Mayor of Salt Lake County, a body corporate and politic of the State of Utah, and that the within and foregoing instrument was signed in behalf of said county by authority of law.

WITNESS my hand and official stamp the date in this certificate first above written.

Notary Public

10/11/2011
10/11/2011
10/11/2011

10/11/2011
10/11/2011
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APPROVED AS TO FORM
District Attorney's Office
BY:
Attorney
R. CHRISTOPHER PRESTON
Date: 10/11/2011

10/11/2011
10/11/2011
10/11/2011

10/11/2011
10/11/2011
10/11/2011

On this ____ day of _____, A.D. 20 ____ personally appeared before me, _____, who, being by me duly sworn, did say that they are the _____ of the Office of the Clerk of Salt Lake County, a body corporate and politic of the State of Utah, and that the within and foregoing instrument was signed in behalf of said county by authority of law.

WITNESS my hand and official stamp the date in this certificate first above written.

Notary Public