

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)	
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Date of Request	11/6/17
Requesting Staff Member	Derrick Sorensen / Lee Colvin
Requested Council Date	November 14
Topic/Discussion Title	Sale of a portion of tax deed parcel no. 14-30-256-027 at approximately 9140 West 3100 South, Magna Metro Township, to Timothy C. Hobbs
Description	Mr. Hobbs owns the adjoining property and has signed a purchase contract for a portion of this parcel for its appraised fair market value of \$1,525.00. The remainder of the parcel is in a public street.
Requested Action¹	Consent
Presenter(s)	Derrick Sorensen & Lee Colvin
Time Needed²	N/A
Time Sensitive³	No
Specific Time(s)⁴	N/A
Contact Name & Phone	Derrick Sorenson 80341, Lee Colvin 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:



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. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING
SURPLUS REAL PROPERTY AND APPROVING THE CONVEYANCE OF
THE SURPLUS COUNTY PROPERTY BY QUIT CLAIM DEED TO TIMOTHY
C. HOBBS

RECITALS

1. Salt Lake County owns a parcel of real property, Parcel No. 14-30-256-027, located at approximately 9140 West 3100 South, Magna Metro Township, Utah (the "Property"), which was acquired by Tax Deed in 1941 and which is not in public use by the County.

2. The Property is a small parcel of land, approximately 762 square feet in size. A portion of the Property adjoins property currently owned by Timothy C. Hobbs.

3. Mr. Hobbs has offered in writing to purchase the Property for \$1,525.00. This offer is in the form of a Real Estate Purchase Contract attached hereto as Exhibit A.

4. The County has no need for the Property, and the County Real Estate Section has determined that the offer constitutes fair market value for the Property. Proceeds from the sale of the Property will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.

5. 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 Mr. Hobbs 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 the Real Estate Purchase Contract attached hereto as Exhibit A 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 Mr. Hobbs for the agreed current fair market value of One Thousand Five Hundred Twenty-Five Dollars (\$1,525.00) is hereby approved; and the Mayor and County Clerk are hereby authorized to execute the Real Estate Purchase Contract and, when appropriate, 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 documents to the County Real Estate Section for delivery to Mr. Hobbs in accordance with the terms of the Real Estate Purchase Contract.

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: 10/31/2017

EXHIBIT A

Real Estate Purchase Contract

REAL ESTATE PURCHASE CONTRACT

OFFER TO PURCHASE

The Buyer, Timothy C. Hobbs, 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: Portion of Parcel No. 14-30-256-027. Common Address 9140 W. 3100 S., Magna Metro Township, Utah. For legal description, see Exhibit "A" (the "Property").

1.1 INCLUDED ITEMS: These items are included in the sale: None.

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

2. PURCHASE PRICE: The purchase price shall be \$1,525.00 (One Thousand Five Hundred Twenty-Five Dollars and 00 Cents), which shall be payable at closing.

3. CLOSING: This transaction shall be closed on or before December 31, 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 the Seller in the form of cashier's check or certified funds.

4. POSSESSION: Seller shall deliver possession to Buyer on the closing date.

5. AGENCY DISCLOSURE: At the signing of this contract, neither Buyer nor Seller are represented by a real estate broker. Neither Buyer nor Seller are obligated to pay any real estate commission in this transaction.

6. TITLE TO PROPERTY AND TITLE INSURANCE: (a) Seller has, or shall have at closing, fee title to the Property, and agrees to convey such title to Buyer by quitclaim deed, free of financial encumbrances; (b) Buyer may obtain a current title report prior to closing if desired, and has the option to purchase an owner's policy of title insurance in the amount of the purchase price at Buyer's expense.

7. SELLER DISCLOSURES: No later than 20 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 his own expense and for his 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 cooperate fully with Buyer's completing 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 Sections 6 if ordered, the Seller Disclosures in Section 7, and if undertaken the results of the appraisal, survey, environmental study, and inspection referenced in Buyer Undertakings in Section 8. Buyer shall have 30 calendar days 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: As of closing, Seller has no knowledge of any claim or notice of an environmental, building, or zoning code violation regarding the Property which has not been resolved.

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: The Seller, Salt Lake County, 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 County Council, is required in order to bind the Seller. In the event this agreement is first executed by an authorized representative of the Salt Lake County Real Estate Section, this agreement is subject to ratification by the County Mayor and County Council.

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: Except for express warranties made in this contract, the provisions of the contract shall not apply after closing.

19. ASSIGNMENT: The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller.

20. RISK OF LOSS: All risk of loss or damage to the property shall be borne by Seller 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. If the transaction involves multiple Buyers or Sellers, electronic transmissions may be executed in counterparts.

23. 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.

24. 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 December 15, 2017, this offer shall lapse.


(Buyer's Signature)


(Offer Date)

Notice Address:

ACCEPTANCE

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

Lee Colvin
By: Lee Colvin
Real Estate Manager
(385) 468-0373

11-6-17
(Date)

2:30 p.m.
(Time)

Salt Lake County Mayor or Designee (Date)

Notice Address:
Salt Lake County Real Estate Section
2001 S. State Street #S3-120
Salt Lake City, UT 84114-4575

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)

APPROVED AS TO FORM
District Attorney's Office

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 10/31/2017

Exhibit A

An entire tract of land described in that Tax Sale Record recorded July 15, 1941 as Entry No. 909130 in Book 2O of Tax Sale Records, at Page 186, Line 8 in the Office of the Salt Lake County Recorder; said entire tract is located in the Northeast Quarter of Section 30, Township 1 South, Range 2 West, Salt Lake Base and Meridian. The boundary of said entire tract of land is described as follows:

Beginning at the northeasterly corner of said entire tract also, being a point on the westerly line of Lot 2 of Magna Manors recorded December 17, 1969 in Book HH, at Page 14 in the Office of said Recorder, which point is 56.00 feet S.00°52'00" E. from the northwesterly corner of said Lot 2; thence S. 00°52'00" E. (Record= South) 47 feet along the easterly boundary line of said entire tract and westerly line of said Lot 2 to the southeasterly corner of said entire tract; thence S. 88°53' W. 25 feet along the southerly boundary line to the southwesterly corner of said entire tract; thence N. 00°52' W. (Record=North) 47 feet along the westerly boundary line to the northwesterly corner of said entire tract; thence N. 88°53' E. 25 feet along the northerly boundary of said entire tract to the **Point of Beginning**.

The above described parcel of land contains 1,175 square feet in area or 0.027 acre, more or less.

LESS AND EXCEPTING the southerly 16.50 feet of said entire tract for 3100 South Street.

BALANCE: Contains 762 square feet in area or 0.018 acre, more or less.

BASIS OF BEARINGS: The basis of bearing is N. 00°22'45" W. between the East Quarter Corner and the Southeast Corner of said Section 30, Township 1 South, Range 2 West, Salt Lake Base and Meridian.

EXHIBIT B

Quit Claim Deed

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-4575

Space above for County Recorder's use

QUIT CLAIM DEED
Salt Lake County

Parcel No. 1:C
Tax Serial No. 14-30-256-027
Project No.: RE 3706
Surveyor WO: SU20170368

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, **TIMOTHY C. HOBBS**, 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:

My Commission Expires: _____

NOTARY PUBLIC

Residing in: _____

Acknowledgement Continued on following page

QUESTIONS
OF CHRISTIANITY
AND
RELIGION
IN THE
UNITED STATES
OF AMERICA
1950

QUESTIONS
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AND
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OF AMERICA
1950

Parcel No. 1:C
Tax Serial No. 14-30-256-027
Project No.: RE 3706
Surveyor WO: SU20170368

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:

My Commission Expires: _____

NOTARY PUBLIC

Residing in: _____

(EXHIBIT A)

An entire tract of land described in that Tax Sale Record recorded July 15, 1941 as Entry No. 909130 in Book 20 of Tax Sale Records, at Page 186, Line 8 in the Office of the Salt Lake County Recorder; said entire tract is located in the Northeast Quarter of Section 30, Township 1 South, Range 2 West, Salt Lake Base and Meridian. The boundary of said entire tract of land is described as follows:

Beginning at the northeasterly corner of said entire tract also, being a point on the westerly line of Lot 2 of Magna Manors recorded December 17, 1969 in Book HH, at Page 14 in the Office of said Recorder, which point is 56.00 feet S.00°52'00" E. from the northwesterly corner of said Lot 2; thence S. 00°52'00" E. (Record = South) 47 feet along the easterly boundary line of said entire tract and westerly line of said Lot 2 to the southeasterly corner of said entire tract; thence S. 88°53' W. 25 feet along the southerly boundary line to the southwesterly corner of said entire tract; thence N. 00°52' W. (Record = North) 47 feet along the westerly boundary line to the northwesterly corner of said entire tract; thence N. 88°53' E. 25 feet along the northerly boundary of said entire tract to the **Point of Beginning**.

The above described parcel of land contains 1,175 square feet in area or 0.027 acre, more or less.

LESS AND EXCEPTING the southerly 16.50 feet of said entire tract for 3100 South Street.

BALANCE: Contains 762 square feet in area or 0.018 acre, more or less.

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

BASIS OF BEARINGS: The basis of bearing is N. 00°22'45" W. between the East Quarter Corner and the Southeast Corner of said Section 30, Township 1 South, Range 2 West, Salt Lake Base and Meridian.

EXHIBIT "B"

MAGNA MANORS
BK: HH, PG: 14

LOT 3
MIGUEL ANGEL MATA
14-30-256-011

TIMOTHY C HOBBS
14-30-256-012

1:C
SALT LAKE COUNTY
14-30-256-027

TIMOTHY C HOBBS
14-30-256-013

Northwest Corner Lot 2

S0°52'00"E 56.00'

LOT 2
JAMEY & TINA MONTOYA
14-30-256-037

POB 1:C

L4

L3





L1

L2

16.50

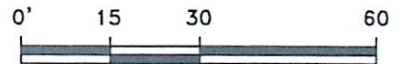
3100 SOUTH STREET

LEGEND

-  TRACT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  ADJACENT PARCEL LINE
-  LESS AND EXCEPTING AREA

LINE TABLE

LINE #	LENGTH	BEARING
L1	47	S00° 52' 00"E
L2	25	S88° 53'W
L3	47	N00° 52' 00"W
L4	25	N88° 53'E



Scale in Feet

1"=30'

PAGE 3 OF 3

AUGUST 8, 2017



SALT LAKE COUNTY

Quit Claim Deed

Prepared for:

Salt Lake County Real Estate

Sec. 30, T.1S, R.2W, S.L.B.&M.

Work Order No. SU20170368

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