

RESOLUTION NO. _____, 2017

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 JORDAN VALLEY
WATER CONSERVANCY DISTRICT

RECITALS

1. Salt Lake County owns a small parcel of real property, Parcel No. 28-22-477-007, located at approximately 2629 East Wasatch Blvd., Sandy, Utah (the "Property"), which was acquired by Tax Deed in 1991 and which is not in public use by the County.

2. Jordan Valley Water Conservancy District ("Jordan Valley"), has offered in writing to purchase the Property from the County for \$2,100.00, which has been approved by the County Real Estate Section as fair market value. This offer is in the form of a Real Estate Purchase Contract attached hereto as Exhibit A.

3. The County has no need for the Property, and proceeds from the sale of the Property will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.

4. 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 Jordan Valley. 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 Jordan Valley as provided in the Real Estate Purchase Contract for the agreed current fair market value of Two Thousand One Hundred Dollars and Zero Cents (\$2,100.00) is hereby approved; and the Mayor and County Clerk are hereby

authorized to execute the Real Estate Purchase Contract and 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 Jordan Valley 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
Deputy District Attorney
Date: 12/4/2017

EXHIBIT A

Real Estate Purchase Contract

REAL ESTATE PURCHASE CONTRACT

OFFER TO PURCHASE

The Buyer, Jordan Valley Water Conservancy District, 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. 28-22-477-007; Legal description: Attached on 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 \$2,100.00, which shall be payable at closing.

3. CLOSING: This transaction shall be closed on or before January 31, 2018. 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, collected or cleared funds.

4. POSSESSION: Seller shall deliver possession of the Property 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 quit claim 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 Buyer's interest in the Property.

8. BUYER UNDERTAKINGS: 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. 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, and the results of the appraisal, survey, environmental study, and inspection referenced in Buyer Undertakings in Section 8. Buyer shall have 30 calendar days after acceptance 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: 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:** This Agreement and the rights and obligations of Buyer hereunder, are personal to Buyer. This Agreement 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 () AM () PM Mountain Time, this offer shall lapse.

Richard P. Bay 12/8/17
(Buyer's Signature) (Offer Date)

For Jordan Valley Water Conservancy District

IFS General Manager/CEO

Notice Address: Jordan Valley Water Conservancy District
8215 South 1300 West
West Jordan, UT 84088

ACCEPTANCE

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

Notice Address:

[Signature]

By: Derrick Sorensen
Real Estate Manager

12/8/2017
(Date)

9:30 AM
(Time)

Salt Lake County Real Estate Section
2001 S. State Street #S3-110
Salt Lake City, UT 84190

(385) 468-0341

Salt Lake County Mayor or Designee (Date)

APPROVED AS TO FORM
District Attorney's Office

By: R. Christopher Preston
Attorney

REJECTION / COUNTER OFFER

R. CHRISTOPHER PRESTON

Date: 12/4/2017

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

BEG N 0°08'32" E 1281.18 FT FR SE COR OF SEC 22, T 3S, R 1E, S 1M; N 89°48'27" W 251.74 FT; SWLY ALG CURVE TO L 328.02 FT; N 7°25' E 151.36 FT; S 89°9'30" E 533.595 FT; S 0° 08'32" W 38.24 FT TO BEG. LESS STREET 0.04 AC M OR L.

EXHIBIT B

Quit Claim Deed

WHEN RECORDED, MAIL TO:

Jordan Valley Water Conservancy District
8215 South 1300 West
West Jordan, Utah 84088

Parcel No. 28-22-477-007

QUIT-CLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, Grantor, hereby quitclaims to JORDAN VALLEY WATER CONSERVANCY DISTRICT, Grantee, for good and valuable consideration, the receipt of which is hereby acknowledged, the following described parcel of land in Salt Lake County, Utah, to wit:

SEE EXHIBIT A

SUBJECT TO easements, restrictions, and rights-of-way of record.

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

By: _____
Mayor or Designee

By: _____
Sherrie Swensen, Salt Lake County Clerk

APPROVED AS TO FORM
District Attorney's Office

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 12/7/2017

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

On this ____ day of _____, 2017, personally appeared before me _____, who being duly sworn, did say that (s)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.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County

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

On this ____ day of _____, 2017, personally appeared before me Sherrie Swensen, who being duly sworn, did say that she is the Clerk of Salt Lake County and that the foregoing Quit Claim Deed was signed by her on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County

Exhibit A

BEG N 0°08'32" E 1281.18 FT FR SE COR OF SEC 22, T 3S, R 1E, S L M; N 89°48'27" W 251.74 FT; SW'LY ALG CURVE TO L 328.02 FT; N 7°25' E 151.36 FT; S 89°9'30" E 533.595 FT; S 0° 08'32" W 38.24 FT TO BEG. LESS STREET 0.04 AC M OR L.

Parcel No. 28-22-477-007

My Map

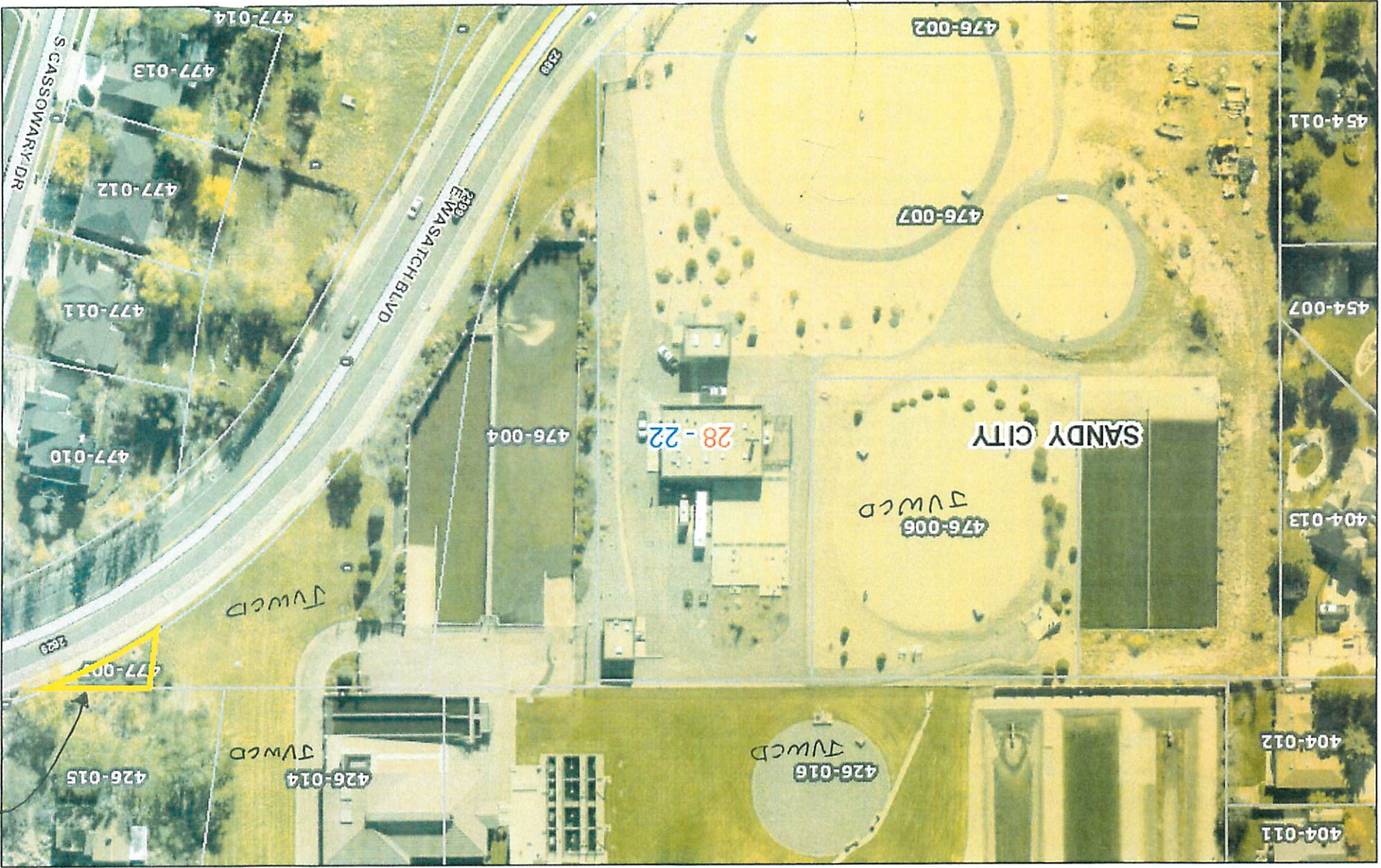


November 20, 2017

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand)

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My Map



St. County tax deed parcel —

November 17, 2017

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