


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	04/11/2018
Requesting Staff Member	Derrick Sorensen
Requested Council Date	04/17/2018
Topic/Discussion Title	Somsen, Max & Susan
Description	RE 3691 Tax Deed Sale 8471 South 300 East 22-31-451-020
Requested Action¹	Consent
Presenter(s)	Derrick Sorensen
Time Needed²	>5
Time Sensitive³	No
Specific Time(s)⁴	No
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. _____, 2018

**A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING
SURPLUS REAL PROPERTY AND APPROVING THE CONVEYANCE OF
THE SAME BY QUIT-CLAIM DEED TO MAX L. SOMSEN AND SUSAN N.
SOMSEN, TRUSTEES OF THE MAX & SUSAN SOMSEN TRUST**

RECITALS

1. Salt Lake County owns a small parcel of real property, Parcel No. 22-31-451-020, located at approximately 8471 South 300 East, Sandy, Utah (the "Property"), which was acquired by Tax Deed in 2015 and which is not in public use by the County.

2. Max L. Somsen and Susan N. Somsen, Trustees of The Max & Susan Somsen Trust, dated the 9th day of March 2012 (the "Somsens"), own a parcel of land across the street from the Property and use water that is transmitted by an underground irrigation pipe located on the Property.

3. The Property was under contract to sell to an immediately adjacent property owner, but that owner elected not to complete the transaction and the contract lapsed.

4. The Somens have offered in writing to purchase the Property from the County for its appraised value 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.

5. The County has no need for the Property and has determined that the Property has an appraised value of \$2,500.00. Proceeds from the sale of the Property will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.

6. It has been determined that the best interest of the County and the general public will be served by the sale and conveyance of a portion of the Property to the Somsens 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, 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 the Somsens as provided in the Real Estate Purchase Contract for the agreed appraised value of Two Thousand Five Hundred Dollars (\$2,500.00) 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 the Somsens in accordance with the terms of the Real Estate Purchase Contract.

APPROVED and ADOPTED this _____ day of _____, 2018.

SALT LAKE COUNTY COUNCIL

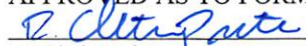
By: _____
Aimee Winder Newton, Chair

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: 1/19/2018

EXHIBIT A

Real Estate Purchase Contract

REAL ESTATE PURCHASE CONTRACT

OFFER TO PURCHASE

The Buyer, Max L. Somsen and Susan N. Somsen, Trustees of The Max & Susan Somsen Trust, dated the 9th day of March 2012, 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. 22-31-451-020. Common Address 8471 South 300 East, Sandy, 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 \$2,500.00 (Two Thousand Five Hundred Dollars and 00 Cents), which shall be payable as follows: Entire purchase price at closing.

3. CLOSING: This transaction shall be closed on or before February 16, 2018. Closing between Buyer and Seller for the Property 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 certified funds. The Parties shall share the costs associated with the escrow closing fee unless otherwise agreed by the parties in writing. 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: Neither Buyer nor any of Buyer's officers, agents, or employees has employed any brokers, finders or other intermediaries, or incurred any liability for any brokerage fees, finder's fees, commissions or other amounts, with respect to the transaction contemplated by this Agreement, which liabilities can be asserted against Seller or the Subject Property, or require payment by Seller.

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 thirty days after Seller's acceptance of this REPC 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. 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. Any extension of the times or dates in this agreement must be agreed to in writing and executed 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.

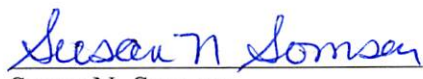
Buyer:


The Max and Susan Somsen Trust,
dated the 9th day of March, 2012


Max L. Somsen


Date

Notice Address: 8470 S. 300 E.
Sandy, Utah 84070


Susan N. Somsen


Date

ACCEPTANCE

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



(Seller's Signature)
Real Estate Section

4.11.18

Date

Notice Address: Salt Lake County Real Estate Division
2001 South State Street, #S3-110
Salt Lake City, Utah 84190
Phone: 385-468-0341

Salt Lake County Mayor or Designee

Date

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)

ACCEPTANCE

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


(Seller's Signature)
Real Estate Section

4-11-18
Date

Notice Address: Salt Lake County Real Estate Division
2001 South State Street, #S3-110
Salt Lake City, Utah 84190
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(Seller's Signature)

(Date)

(Time)

(Seller's Signature)

(Date)

(Time)

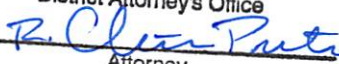
APPROVED AS TO FORM
District Attorney's Office
By: 
Attorney
R. CHRISTOPHER PRESTON
Date: 1/12/2018

Exhibit A

COM 858 FT N FR S 1/4 COR SEC 31 T 2S R 1E SL MER N 4.86 FT N 89°49' E 404.7 FT S
4.86 FT S 89°49' W 404.7 FT TO BEG

Parcel No. 22-31-451-020

EXHIBIT B

Quit Claim Deed

WHEN RECORDED, MAIL TO:

Max and Susan Somsen, Trustees
The Max & Susan Somsen Trust
8470 S. 300 E.
Sandy, Utah 84070

Parcel No. 22-31-451-020

QUIT-CLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, Grantor, hereby quitclaims to MAX L. SOMSEN and SUSAN N. SOMSEN, Trustees of THE MAX & SUSAN SOMSEN TRUST, dated the 9th day of March 2012, as amended, Grantees, 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:

COM 858 FT N FR S 1/4 COR SEC 31 T 2S R 1E SL MER N 4.86 FT N 89°49'
E 404.7 FT S 4.86 FT S 89°49' W 404.7 FT TO BEG

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 _____, 2018.

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: 1/12/2018

APPROVED AS TO FORM
District Attorney's Office

By: _____
Anthony

IN CHRISTOPHER PRESTON

Date: _____

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

On this ____ day of _____, 2018, 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 _____, 2018, 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