


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	8-31-2017
Requesting Staff Member	Gary C. Ladle - Real Estate
Requested Council Date	09-12-2017
Topic/Discussion Title	Tax Deed Sale to UDOT
Description	The subject property was acquired by the County at the 1999 tax sale. The property (3.25'x 297') has never been used for County purposes, nor will it be in the foreseeable future. UDOT requires the parcel to accommodate the widening of Redwood Road which is the abutting street.
Requested Action¹	Consent Item Approval
Presenter(s)	Chris Preston & Gary Ladle
Time Needed²	N/A
Time Sensitive³	Yes
Specific Time(s)⁴	N/A
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. _____

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 DEEDS 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. 27-34-253-004, located at approximately 12947 South Redwood Road 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 1999.

C. The Utah Department of Transportation ("UDOT") is working on a project to widen Redwood Road (the "Project"). As part of the Project, UDOT would like to acquire the Property but has asked to acquire the Property through two separate quit claim deeds, each of which describes only a portion of the whole Property.

D. UDOT has offered to purchase the Property for \$3,700.00 and has prepared a Right of Way Contract, attached hereto as Exhibit A.

E. The Salt Lake County Real Estate Section has determined that \$3,700.00 is full and adequate consideration for the conveyance of the Property to the UDOT and that conveying the Property in two separate quit claim deeds as proposed by UDOT is acceptable.

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 two separate quit claim deeds 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 Deeds, 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

APPROVED AS TO FORM:



R. Christopher Preston
Deputy District Attorney
Date: 8/31/2017

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	_____



Utah Department of Transportation

Right of Way Contract

Fee Simple Acquisition

COPY

Project No: S-0068(95)41 Parcel No. (s): 206B, 206B: ST
Job/Proj / Auth No: 71553 Pin No: 11203
Project Location: SR-68; Bangerter Hwy to 12600 S
County of Property: SALT LAKE Tax ID / Sidwell No: 27-34-253-004
Property Address: 12947 South Redwood Road RIVERTON UT, 84065
Owner's Address: PO Box 144575, SALT LAKE CITY, UT, 84114
Primary Phone: 385-468-0373 Owner's Home Phone: (385)468-0373
Owner / Grantor (s): Salt Lake County Owner's Work Phone:

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) 206B, 206B:ST 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. All fixtures are to remain with the property including lighting, plumbing, heating, and air conditioning.
 5. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
 6. 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.
 7. "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.
 8. 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.
 9. 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.
 10. 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.

Additional

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 _____, represents purchaser.
Buyer's Brokerage _____, represents purchaser.

Total Selling Price \$3,700.00



Utah Department of Transportation

Right of Way Contract

Fee Simple Acquisition

Project No: S-0068(95)41 Parcel No. (s): 206B, 206B: ST
Job/Proj / Auth No: 71553 Pin No: 11203
Project Location: SR-68; Bangerter Hwy to 12600 S
County of Property: SALT LAKE Tax ID / Sidwell No: 27-34-253-004
Property Address: 12947 South Redwood Road RIVERTON UT, 84065
Owner's Address: PO Box 144575, SALT LAKE CITY, UT, 84114
Primary Phone: 385-468-0373 Owner's Home Phone: (385)468-0373
Owner / Grantor (s): Salt Lake County

COPY

Owner's Work Phone:

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

Date

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: 8/29/2017

EXHIBIT B
QUIT CLAIM DEEDS

COPY

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

COPY

Quit Claim Deed (County)

Salt Lake County

Tax ID No.	27-34-253-004
PIN No.	11203
Project No.	S-0068(95)41
Parcel No.	0068:206B

Salt Lake County, a Body Corporate and Politic of the State of Utah, Grantor hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, all right, title, and interest in and to the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing Redwood Road (SR-68) known as Project No. S-0068(95)41, being part of an entire tract of property situate in the SW1/4 NE1/4 of Section 34, T.3S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the southwest corner of said entire tract in the north-south quarter section line of said Section 34 which corner is 338.25 feet North along said quarter section line from the Southwest Corner of the Northeast Quarter of said Section 34, said corner is also 34.00 feet perpendicularly distant westerly from the Redwood Road (SR-68) Control Line opposite approximate engineer station 66+45.60; and running thence North 3.25 feet along said quarter section line to the northwest corner of said entire tract; thence East 101.00 feet along the northerly boundary line of said entire tract to a line parallel with and 67.00 feet perpendicularly distant easterly from said control line; thence South 3.25 feet along said parallel line to a point in the southerly boundary line of said entire tract; thence West 101.00 feet along said southerly boundary line 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 parcel of land contains 328 square

Continued on Page 2
COUNTY RW-05CO (11-01-03)

PAGE 2

PIN No. 11203
Project No. S-0068(95)41
Parcel No. 0068:206B

feet or 0.007 acre in area, of which 107 square feet or 0.002 acre, more or less is now occupied by the existing Redwood Road right of way. Balance is 221 square feet or 0.005 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°12'46" clockwise to obtain highway bearings.)

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 _____.

SALT LAKE COUNTY

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

By _____
County Mayor or Designee

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

Continued on Page 3

COUNTY RW-05CO (11-01-03)

APPROVED AS TO FORM
District Attorney's Office

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 8/29/2017

PAGE 3

PIN No.
Project No.
Parcel No.

11203
S-0068(95)41
0068:206B

COPY

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 a Resolution of the Salt Lake County Council.

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

Notary Public

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

COPY

Quit Claim Deed (County)

Salt Lake County

Tax ID No. 27-34-253-004
PIN No. 11203
Project No. S-0068(95)41
Parcel No. 0068:206B:ST

Salt Lake County, a Body Corporate and Politic of the State of Utah, Grantor hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, all right, title, and interest in and to the following described parcel of land in Salt Lake County, State of Uah, to-wit:

A tract of land in fee, being all of the remainder of an entire tract of property, situate in the SW1/4 NE1/4 of Section 34, T.3S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the southerly boundary line of said entire tract which is 338.25 feet North along the quarter section line and 101.00 feet East from the Southwest Corner of the Northeast Quarter of said Section 34, said point is also 67.00 feet perpendicularly distant easterly from the Redwood Road (SR-68) Control Line opposite approximate engineer station 66+45.60; and running thence North 3.25 feet along a line parallel with and 67.00 feet perpendicularly distant easterly from said control line to a point in the northerly boundary line of said entire tract; thence East 196.00 feet along said northerly boundary line to the northeast corner of said entire tract; thence South 3.25 feet along the easterly boundary line to the southeast corner of said entire tract; thence West 196.00 feet along said southerly boundary line 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 parcel of land contains 637 square feet or 0.015 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°12'46" clockwise to obtain highway bearings.)

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COUNTY RW-05CO (11-01-03)

PAGE 2

PIN No. 11203
Project No. S-0068(95)41
Parcel No. 0068:206B:ST

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 _____.

SALT LAKE COUNTY

STATE OF UTAH)

By _____
County Mayor or Designee

COUNTY OF SALT LAKE)

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

APPROVED AS TO FORM
District Attorney's Office

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 8/29/2017

Continued on Page 3
COUNTY RW-05CO (11-01-03)

PAGE 3

PIN No. 11203
Project No. S-0068(95)41
Parcel No. 0068:206B:ST

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 a Resolution of the Salt Lake County Council.

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

Notary Public

Prepared by: (TEJ) Meridian Engineering, Inc.

22P - 6/28/2017

COUNTY RW-05CO (11-01-03)

Revised by: (TEJ) Meridian Engineering, Inc.

6/28/2017