

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)

Date of Request	05/30/2018 6/5/2018
Requesting Staff Member	Derrick Sorensen
Requested Council Date	06/05/2018 6/12/2018
Topic/Discussion Title	RE 3764 8803 Storage, LLC Tax Deed
Description	Salt Lake County Real Estate has determined Tax ID 28-06-279-004 located at Approx. 8829 South 630 East, Sandy Utah is not currently in Public Use and can be sold to the Adjacent Property Owner.
Requested Action ¹	Consent Agenda
Presenter(s)	Derrick Sorensen
Time Needed ²	<5 min
Time Sensitive ³	No
Specific Time(s) ⁴	
Will You Be Providing a PowerPoint?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will You Be Providing Back-Up Documentation or Handouts? Please attach 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.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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 schedule on the requested date.

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

RESOLUTION NO. _____, 20__

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 8803 STORAGE, LLC

RECITALS

1. Salt Lake County (the “County”) owns a parcel of real property, Parcel No. 28-06-279-004, located at approximately 8829 South 630 East, Sandy City, Utah (the “Property”), which was struck off to the County after the tax sale in 1936.
2. 8803 Storage, LLC (“Buyer”), owns a parcel of land adjacent to the Property.
3. Buyer has offered to purchase the Property from the County for its appraised value, which has been reviewed and approved by the County Real Estate Division, and has paid a fee of \$100, which amount shall be credited towards the purchase prices of the Property. This offer is in the form of a Tax Sale Property Purchase Agreement (the “Agreement”) attached hereto as Exhibit A.
4. The County has determined that the Property is not currently in public use and that the Property has an appraised value of \$8,100.00. Proceeds from the sale of the Property will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.
5. The best interest of the County and the general public will be served by the sale and conveyance of the Property to Buyer 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 Exhibit 1 of the Agreement 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 Buyer as provided in the Agreement for the agreed appraised value of Eight Thousand One Hundred Dollars (\$8,100.00) is hereby approved;

and the Mayor is hereby authorized to execute the Agreement and the Mayor and County Clerk are authorized to execute the Quit-Claim Deed, attached to the Agreement as Exhibit 2, and to deliver the fully executed documents to the Salt Lake County Real Estate Division for delivery to Buyer in accordance with the terms of the Agreement.

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
R. Christopher Preston
Deputy District Attorney
Date: 5/15/2018

EXHIBIT A

Tax Sale Property Purchase Agreement

TAX SALE PROPERTY PURCHASE AGREEMENT

This TAX SALE PROPERTY PURCHASE AGREEMENT ("Agreement") is made and executed this ___ day of _____, 20___, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and 8803 Storage, LLC, hereinafter referred to as BUYER.

RECITALS

- A. COUNTY owns a parcel of land located at 8829 South 630 East in Sandy City, identified as Tax ID 28-06-279-004 (the "Property"), which was struck off to COUNTY after the tax sale in 1936. A description of the Property is attached hereto as Exhibit 1 and incorporated herein by this reference.
- B. BUYER owns title to real property adjacent to the Property, desires to purchase the Property from the County, and has paid a fee of \$100, which amount shall be credited towards the purchase price of the Property.
- C. COUNTY has determined that the Property is not currently in public use and that the Property has an appraised value of \$8,100.

IN CONSIDERATION of the covenants and conditions set forth herein, it is mutually agreed by the parties hereto as follows:

1. COUNTY agrees to convey and deliver to BUYER a quit-claim deed for the Property (the "Quit-claim Deed"), the form of which is attached hereto as Exhibit 2 and incorporated herein by this reference.

2. IN CONSIDERATION for conveying the Property by quit-claim deed, BUYER shall pay COUNTY \$8,100.00 (the "Purchase Price").

3. COUNTY makes no representations as to the title conveyed, nor as to BUYER's right of possession of the Property. Similarly, COUNTY makes no warranties or representations as to whether the Property is buildable or developable, nor does COUNTY make any representations regarding whether the Property complies with applicable zoning regulations. COUNTY does not warrant or represent that the Property is habitable or in any particular condition. COUNTY also makes no warranties or representations regarding the accuracy of the assessment of the Property or the accuracy of the description of the real estate or improvements therein.

4. COUNTY and BUYER agree that time is of the essence of this Agreement.

5. COUNTY and BUYER understand and agree that this Agreement shall not be considered final until executed by the Mayor of Salt Lake County, pursuant to a resolution of the Salt Lake County Council.

6. COUNTY and BUYER agree that Derrick Sorensen of the Salt Lake County Real Estate Division shall act as closing agent in accordance with the terms of this Agreement for the

parties hereto.

7. Upon receipt of the full Purchase Price from BUYER, COUNTY shall deliver the Quit-claim Deed to BUYER.

8. 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 BUYER 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.

9. It is agreed that the terms herein constitute the entire Agreement between COUNTY and BUYER and that no verbal statement made by anyone shall be construed to be part of this Agreement unless incorporated in writing herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this __ day of _____, 20__.

COUNTY: Salt Lake County

RECOMMENDED FOR APPROVAL:

By _____
Mayor or Designee

Derrick L. Sorensen
Salt Lake County Property Manager

BUYER: 8803 Storage, LLC

By: _____
Its: _____

APPROVED AS TO FORM:

R. Christopher Preston
R. Christopher Preston
Deputy District Attorney
Date: 5/15/2018

EXHIBIT 1

LEGAL DESCRIPTION

A parcel of land being all of an entire tract described in that Auditor's Tax Deed recorded on March 20, 1936 as Entry No. 778281 in Book 177 at Page 291 in the office of the Salt Lake County Recorder and located in the Northeast Quarter of Section 06, Township 3 South, Range 1 East, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follos:

Beginning at the northeasterly corner of said entire tract, which point is 1,369.67 feet S. 00°07' W. (Record = S 1420 feet) along the section line and 557.14 feet N. 89°53' W. (Record = W 560 feet) from the northeast corner of said Section 6, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence S. 00°07' W. (Record = South) 154 feet along the easterly boundary line to the southeasterly corner of said entire tract; thence N. 89°53' W. (Record = West) 30 feet along the southerly boundary line to the southwesterly corner of said entire tract and the easterly right of way line of 630 East Street; thence N. 00°07' E. (Record = North) 154 feet along said easterly right of way line and the westerly boundary line, to the northwesterly corner of said entire tract; thence S. 89°53' E. (Record = East) 30 feet along the northerly boundary line of said entire tract to point of beginning.

The above described parcel of land contains 4,620 square feet in area, or 0.106 acre, more or less.

BASIS OF BEARING: The basis of bearing is S. 00°07' W. along the east section line between the Northeast corner and the East quarter corner of said Section 06, Township 3 South, Range 1 East, Salt Lake Base and Meridian

EXHIBIT 2
QUIT-CLAIM DEED

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-3300

Space above for County Recorder's use

QUIT CLAIM DEED
Salt Lake County

Parcel No. 1:C
Tax Serial No. 28-06-279-004
Surveyor WO: SU20180129

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby Quit Claim(s) to, 8803 STORAGE, LLC, 2016 E. Murray Holladay Road, 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)	By _____
)ss.	MAYOR or DESIGNEE
COUNTY OF SALT LAKE)	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

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)

A parcel of land being all of an entire tract described in that Auditor's Tax Deed recorded on
March 20, 1936 as Entry No. 778281 in Book 177 at Page 291 in the office of the Salt Lake
County Recorder and located in the Northeast Quarter of Section 06, Township 3 South, Range
1 East, Salt Lake Base and Meridian. The boundary of said parcel of land is described as
follows:

Beginning at the northeasterly corner of said entire tract, which point is 1,369.67 feet
S. 00°07' W. (Record = S 1420 feet) along the section line and 557.14 feet N. 89°53' W.
(Record = W 560 feet) from the northeast corner of said Section 6, Township 3 South, Range 1
East, Salt Lake Base and Meridian; thence S. 00°07' W. (Record = South) 154 feet along the
easterly boundary line to the southeasterly corner of said entire tract; thence N. 89°53' W.
(Record = West) 30 feet along the southerly boundary line to the southwesterly corner of said
entire tract and the easterly right of way line of 630 East Street; thence N. 00°07' E. (Record =
North) 154 feet along said easterly right of way line and the westerly boundary line, to the
northwesterly corner of said entire tract; thence S. 89°53' E. (Record = East) 30 feet along the
northerly boundary line of said entire tract to point of beginning.

The above described parcel of land contains 4,620 square feet in area, or 0.106 acre, more or
less.

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

BASIS OF BEARING: The basis of bearing is S. 00°07' W. along the east section line
between the Northeast corner and the East quarter corner of said
Section 06, Township 3 South, Range 1 East, Salt Lake Base and
Meridian

EXHIBIT B

8800 South Street

630 East Street

630 EAST STREET DEDICATION
Entry # 1785430, Book X, Page 29

EZ, LC
28-06-279-001

30'

SLCo
28-06-279-004

30'

POB

154'

8803 Storage
28-06-279-005
Parcel 1

Sayers
28-06-279-002

Sayers
28-06-279-003

Sandy City Storage
28-06-279-021

8803 Storage
28-06-279-006
Parcel 2

8803 Storage
28-06-279-007
Parcel 3

Griggs
28-06-279-010

USPS
28-06-279-018

LEGEND



 = Salt Lake County Tax Parcel

— = Parcel lines

— = Road dedication lines



630 East Street - SLCo parcel
630 East 8850 South

Prepared for:
Salt Lake County Real Estate Division

Sec.06, T.3 S., R.1 E., S.L.B.&M.
Work Order No. SU20180129

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

60 0 15 30 60

Scale 1' = 60' (8.5" x 11")

Prepared By: KDS
Checked By: SVK

Page 3 of 3

Date: 05/01/2018

8	NO.	DATE	DESCRIPTION OF REVISION	INITIAL
8	REVISIONS			

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-3300

APPROVED AS TO FORM
District Attorney's Office

Space above for County Recorder's use

By: _____
Attorney

R. CHRISTOPHER PRESTON

Date: _____

QUIT CLAIM DEED
Salt Lake County

Parcel No. 1:C
Tax Serial No. 28-06-279-004
Surveyor WO: SU20180129

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby Quit Claim(s) to, 8803 STORAGE, LLC, 2016 E. Murray Holladay Road, 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

APPROVED AS TO FORM
District Attorney's Office

By: _____

Attorney

R. CHRISTOPHER PRESTON

Date: _____

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

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NOTARY PUBLIC

Residing in: _____

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