

RESOLUTION NO. \_\_\_\_\_, 20\_\_

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING  
SURPLUS REAL PROPERTY AND APPROVING THE CONVEYANCE OF  
THE SAME BY QUIT-CLAIM DEED TO THE DEAN AND MIRIAM FAMILY  
TRUST, DATED AUGUST 28, 1997

RECITALS

1. Salt Lake County (the “County”) owns a parcel of real property, Parcel No. 14-25-378-008, located at approximately 3414 South 5385 West, West Valley City, Utah (the “Property”), which was struck off to the County after the tax sale in 1987.

2. The Dean and Miriam Family Trust, dated August 28, 1997 through its trustees (“Buyer”), owns a parcel of land adjacent to the Property. Richard Farnsworth is the successor trustee of the Buyer.

3. Buyer has offered to purchase from the County the Property 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 Parcel. 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 Parcel is not currently in public use and that the Property has an appraised value of \$675.00. Proceeds from the sale of the Parcel 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 Parcel 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 Parcel 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 Parcel by quit-claim deed to Buyer as provided in the Agreement for the agreed appraised value of Six Hundred Seventy-Five Dollars (\$675.00) 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 \_\_\_\_\_, 2019.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Richard Snelgrove, 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 Ghorbani voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____

APPROVED AS TO FORM:

\_\_\_\_\_  
R. Christopher Preston  
Deputy District Attorney

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 \_\_\_\_\_, 2019, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and the DEAN AND MIRIAM FAMILY TRUST, dated August 28, 1997, hereinafter referred to as BUYER.

### RECITALS

- A. COUNTY owns a parcel of land located at approximately 3414 South 5385 West in West Valley City, Utah, identified as Tax ID 14-25-378-008 (the "Property"), which was struck off to COUNTY after the tax sale in 1987. A description of the Property is attached hereto as Exhibit 1 and incorporated herein by this reference.
- B. BUYER, which is represented by Richard Farnsworth as successor trustee, owns title to real property adjacent to a portion of the Property (the "Parcel"), desires to purchase the Parcel from the County, and has paid a fee of \$100, which amount shall be credited towards the purchase price of the Parcel.
- C. COUNTY has determined that the Parcel is not currently in public use and that the Parcel has an appraised value of \$675.00.

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 Parcel (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 Parcel by quit-claim deed, BUYER shall pay COUNTY \$675.00 (the "Purchase Price").

3. COUNTY makes no representations as to the title conveyed, nor as to BUYER's right of possession of the Parcel. Similarly, COUNTY makes no warranties or representations as to whether the Parcel is buildable or developable, nor does COUNTY make any representations regarding whether the Parcel complies with applicable zoning regulations. COUNTY does not warrant or represent that the Parcel is habitable or in any particular condition. COUNTY also makes no warranties or representations regarding the accuracy of the assessment of the Parcel 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:** DEAN AND MIRIAM FAMILY TRUST, dated August 28, 1997

\_\_\_\_\_  
By: Richard Farnsworth  
Its: Successor Trustee

APPROVED AS TO FORM:

\_\_\_\_\_  
R. Christopher Preston  
Deputy District Attorney

**EXHIBIT 1**  
**LEGAL DESCRIPTION**

A parcel of land being all of an entire tract described in that Tax Sale Record recorded as Entry No. 4491907 in Book 5941 at Page 1403 in the office of the Salt Lake County Recorder and located in the Southwest Quarter of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

5348 W 3500 S  
WEST VALLEY, UT

04120

REF #: 1184792 PARCEL #: 14-25-378-008-0000 02/29 0227-573

BEG N 89°59'10" E 1324.51 FT & N 570.40 FT FR SW COR OF SEC  
25, T 1S, R 2W, S 1N; N 77°57'56" E 123.52 FT; S'LY ALG  
STREET 5.25 FT M OR L; S 80°19' N 124.78 FT TO BEG. 0.007 AC  
M OR L. 5203-1310

**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

**APPROVED AS TO FORM**

Salt Lake County  
District Attorney's Office



*Space above for County Recorder's use*

**QUIT CLAIM DEED  
Salt Lake County**

*Parcel No. 1  
Tax Serial No. 14-25-378-008  
Surveyor WO: SU20180237*

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby Quit Claim(s) to, Richard Farnsworth Successor Trustee of the Dean and Miriam Family Trust, dated August 28, 1997, 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



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: \_\_\_\_\_

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