

## 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 EQUIWEST, a Nevada corporation, hereinafter referred to as BUYER.

### RECITALS

- A. COUNTY owns a parcel of land located at approximately 2013 West 1700 South in Salt Lake City, Utah, identified as Tax ID 15-16-427-002 (the "Property"), which was struck off to COUNTY after the tax sale in 1988.
- B. BUYER owns title to real property adjacent to a portion of the Property, desires to purchase the portion of the Property that is adjacent to its real property (the "Parcel") from the County, and has paid a fee of \$100, which amount shall be credited towards the purchase price of the Parcel. A description of the Parcel is attached hereto as Exhibit 1 and incorporated herein by this reference.
- C. COUNTY has determined that the Parcel is not currently in public use and that the Parcel has an appraised value of \$7,000.00.

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 \$7,000.00 (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:

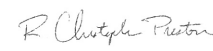
By \_\_\_\_\_  
Mayor or Designee

  
Derrick L. Sorensen  
Salt Lake County Property Manager

BUYER:

  
By: Steve Pruitt, ITS VICE PRESIDENT

APPROVED AS TO FORM:

 Digitally signed by Robert Preston  
Date: 2019.06.25 17:19:58 -06'00'  
R. Christopher Preston  
Deputy District Attorney

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

A parcel of land being part of an entire tract described in that Tax Sale Record recorded as Entry No. 4652406 in Book 6048 at Page 2431 in the office of the Salt Lake County Recorder and located in the Southeast Quarter of Section 16, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

**Beginning** at the southeasterly corner of said entire tract, which is 1575 feet North and 2877.4 feet West from the South Quarter Corner of Section 15; thence S. 89°56'52" W. 30.17 feet along the southerly boundary line to the southwesterly corner of said entire tract; thence northerly along the westerly boundary line of said entire tract the following two (2) courses:

1) N. 05°55'40" E. 284.81 feet; 2) N. 07°46'20" E. 26.16 feet to the westerly extension of the northerly boundary line of that parcel of land described in a Quit Claim Deed recorded May 28, 2019 as Entry No. 12996318 in Book 10785, at Page 1963 in the Office of said recorder; thence N. 89°56'52" E. 30.28 feet along said westerly extension to the easterly boundary line of said entire tract; thence southerly along said easterly boundary line the following two (2) courses:  
1) S. 07°46'20" W. 29.80 feet; 2) S. 05°55'40" W. 281.18 feet to the **Point of Beginning**.

The above-described parcel of land contains 9,330 square feet in area or 0.214 acre, more or less.

**BASIS OF BEARING:** North along the Quarter Section line between the South Quarter and the Center of said Section 15, Township 1 South Range 1 West, 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. 15-16-427-002  
Surveyor WO: W05211905  
RE-3812

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby Quit Claim(s) to, Equiwest, a Nevada corporation, 3963 East Alpine Valley Circle, Sandy, Utah 84092, 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 \_\_\_\_\_.



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

SALT LAKE COUNTY

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:

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Residing in: \_\_\_\_\_

Acknowledgement Continued on Following Page

Acknowledgement Continued from Preceding 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:

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Residing in: \_\_\_\_\_

**(EXHIBIT A)**

A parcel of land being part of an entire tract described in that Tax Sale Record recorded as Entry No. 4652406 in Book 6048 at Page 2431 in the office of the Salt Lake County Recorder and located in the Southeast Quarter of Section 16, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

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The above-described parcel of land contains 9,330 square feet in area or 0.214 acre, more or less.




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

**BASIS OF BEARING:** North along the Quarter Section line between the South Quarter and the Center of said Section 15, Township 1 South Range 1 West, Salt Lake Base and Meridian.

# EXHIBIT "B"

1700 SOUTH

## LEGEND

-  ENTIRE TRACT BOUNDARY
-  ADJACENT PARCEL
-  PARCEL BOUNDARY

SALT LAKE COUNTY  
15-16-427-002  
E4652406,  
B:6048,  
P:2431

5.0' Comcast Perpetual Easement  
E#12692068, Bk: 10635, Pg: 9719

25.0' Utility Easement  
E2934761 m Bk:4478, Pg: 698

30.0' Easement for Road Right of Way  
E#2934761, Bk: 4478, Pg: 698  
E#6672535, Bk: 7693, Pg: 1044

CRAJAN ASSOC.  
15-16-427-005  
E#6672535  
B:7693  
P: 1044

EQUIWEST  
15-16-427-006  
E#12996318  
B:10785  
P: 1963

INTERSTATE - 215 NB

1-C



## LINE TABLE

LINE #	LENGTH	BEARING
L1	30.17	S. 89°56'52" W.
L2	284.81	N. 05°55'40" E.
L3	26.16	N. 07°46'20" E.
L4	30.28	N. 89°56'52" E.
L5	29.80	S. 07°46'20" W.
L6	281.18	S. 05°55'40" W.



Scale in Feet

1"=120'

JUNE 10, 2019  
PAGE 3 OF 3



QUIT CLAIM DEED  
EQUIWEST, a Nevada Corp.

Prepared for:  
Salt Lake County Real Estate

Sec. 16, T.1S, R.1W, S.L.B.&M.  
Work Order No. W052119051 Real Estate No. 3812

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