

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING SURPLUS REAL PROPERTY AND APPROVING THE CONVEYANCE OF THE SAME BY QUIT-CLAIM DEED TO ALEXANDRE U. VIAU AND MACKENZIE P. STUNKARD

RECITALS

1. Salt Lake County (the “County”) owns a small parcel of real property, Parcel No. 22-35-253-039, located at approximately 3195 East Deercreek Cir., Cottonwood Heights, Utah (the “Property”), which was struck off to the County after the tax sale in 1992.
2. Alexandre U. Viau and Mackenzie P. Stunkard, as joint tenants (“Buyers”) own a parcel of land adjacent to the Property.
3. Buyers have offered to purchase the Property from the County for the agreed upon purchase price, which has been reviewed and approved by the Salt Lake 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 taxes, interest, and fees (including deed and tax sale administrative fees) owed at the time of the 1992 tax sale amount to \$479.62.
5. The County has determined that the Property is not currently in public use and that the Property has a value of \$227.62. To accommodate this value, it has been recommended that the difference between the property value and the taxes, interest, and fees owed at the time of the tax sale in 1992 should be waived in order to consummate this purchase. The amount that will be waived is \$252.00 ( $\$479.62 - \$227.62 = \$252.00$ ). Proceeds from the sale of the Property will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.
6. The best interest of the County and the general public will be served by the sale

and conveyance of the Property to Buyers 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 Buyers as provided in the Agreement for the agreed value of Two Hundred Twenty-Seven Dollars and Sixty-Two Cents (\$227.62) is hereby approved; that the remaining \$252.00 owed as of the 1992 tax sale is waived, 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 Buyers in accordance with the terms of the Agreement.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Max Burdick, 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 \_\_\_\_\_, 2020, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and ALEXANDRE U. VIAU and MACKENZIE P. STUNKARD, hereinafter referred to as BUYERS.

### RECITALS

- A. COUNTY owns a small parcel of land located at approximately 3195 East Deercreek Cir. in Cottonwood Heights, Utah, identified as Tax ID 22-35-253-039 (the “Property”), which was struck off to COUNTY after the tax sale in 1992.
- B. BUYERS own title to real property adjacent the Property, desire to purchase the Property from the County, and have paid a fee of \$100, which amount shall be credited towards the purchase price of the Property. A description of the Property is attached hereto as Exhibit 1 and incorporated herein by this reference.
- C. COUNTY has determined that the Property is not currently in public use and that the Property has a value of \$227.62.

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 BUYERS 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, BUYERS shall pay COUNTY \$227.62 (the “Purchase Price”). The taxes, interest, and fees (including deed and tax sale administrative fees) amount to \$479.62 for the Property; however, the parties agree that to get the Property back on the tax rolls and to overcome certain questions about title, it is appropriate to waive the administrative and deed fees in the amount of \$252. Pursuant to this waiver, the Purchase Price is \$227.62.

3. COUNTY makes no representations as to the title conveyed, nor as to BUYERS' 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 BUYERS agree that time is of the essence of this Agreement.

5. COUNTY and BUYERS 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 BUYERS 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 BUYERS, COUNTY shall deliver the Quit-claim Deed to BUYERS.

8. CAMPAIGN CONTRIBUTIONS: BUYERS acknowledge the prohibition of campaign contributions by contractors to COUNTY candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. BUYERS also acknowledge and understand this prohibition means that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with BUYERS may be prohibited from making certain campaign contributions to COUNTY candidates. BUYERS further acknowledge that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. BUYERS represent, by executing this Agreement, that BUYERS have 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 BUYERS 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

**BUYERS:**

\_\_\_\_\_  
By: Alexandre U. Viau

\_\_\_\_\_  
By: Mackenzie P. Stunkard

**APPROVED AS TO FORM:**

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

**EXHIBIT 1**  
LEGAL DESCRIPTION

**BEG SW COR LOT 228, HILLSBOROUGH ESTATES #2; N 3 E 90 FT;  
W4.71 FT; S 89.88 FT TO BEG. 0.009 AC**

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

**BASIS OF BEARING:** S. 00°10'23" W. per said Hillsborough Estates No. 2 along the Section line between the Northeast corner and the East Quarter corner of said Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian.

Tax Serial No. 22-35-253-039

**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

**QUITCLAIM DEED**  
**Salt Lake County**

Parcel No 3813.001:C  
Tax Serial No. 22-35-253-039  
Surveyor WO: W072820028

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to, Alexandre U. Viau and Mackenzie P. Stunkard, Joint Tenants, 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 Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

SALT LAKE COUNTY

By: **INFORMATION ONLY**  
\_\_\_\_\_  
MAYOR or DESIGNEE

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

By: Do Not Sign  
\_\_\_\_\_  
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)**

An entire tract of land being part of Lot 228, Hillsborough Estates No. 2 recorded November 11, 1977 as Entry No. 3022579 in Book 77-11, at Page 335 and described in that Tax Sale Deed recorded July 16, 1992 as Entry No. 5293971 in Book 6486, at Page 2538 in the Office of the Salt Lake County Recorder. Said entire tract of land is located in the Northeast Quarter of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian and is described as follows:


**BEG SW COR LOT 228, HILLSBOROUGH ESTATES #2; N 3 E 90 FT;  
W4.71 FT; S 89.88 FT TO BEG. 0.009 AC**

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

**BASIS OF BEARING:** S. 00°10'23" W. per said Hillsborough Estates No. 2 along the Section line between the Northeast corner and the East Quarter corner of said Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian.

# EXHIBIT "B"

## LEGEND

-  Tract Boundary
-  Road Right-of-Way Line
-  Road Centerline
-  Lot Line

CREEK ROAD

HILLSBOROUGH ESTATES NO. 2  
E#3022579, B: 77-11, P: 335

LOT 228  
DENNIS & LISA MAGARO  
22-35-253-040

LOT 226

LOT 227  
ALEXANDRE VIU &  
MACKENZIE STUNKARD  
22-35-253-005

LOT 229

W 4.71'

**SALT LAKE COUNTY**

22-35-253-039

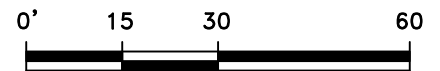
.009 AC.

S 89.88 FT

N 3° E 90 FT

POB

DEER CREEK CIRCLE



Scale in Feet

1"=30'

PAGE 3 OF 3



SALT LAKE COUNTY  
Quitclaim Deed

Prepared for:  
Salt Lake County Real Estate

NE Quarter Sec. 35, T.2S., R.1E., S.L.B.&M.  
Work Order No. W07280028 Real Estate No. 3813

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