

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 MURIEL B. ESPIL

RECITALS

1. Salt Lake County (the "County") owns a parcel of real property, Parcel No. 22-18-252-049, located at approximately 5757 South, McMillan Cir., Murray, Utah (the "Property"), which was struck off to the County after the tax sale in 1996.
2. Muriel B. Espil ("Buyer") owns a parcel of land adjacent to the Property.
3. Buyer has offered to purchase a portion of the Property (the "Parcel") from the County for an agreed upon price, 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 price 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 Parcel should be sold for \$2,575.00. 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 the negotiated price. 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 upon price of Two Thousand Five Hundred Seventy-Five Dollars (\$2,575.00) 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 _____, 2021.

SALT LAKE COUNTY COUNCIL


By: _____
Steve DeBry, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member DeBry voting _____
Council Member Granato voting _____
Council Member Newton voting _____
Council Member Snelgrove voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____

APPROVED AS TO FORM:


Digitally signed by R.
Christopher Preston
Date: 2021.01.12 09:38:17
-07'00'

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 _____, 2021, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and MURIEL B. ESPIL, hereinafter referred to as BUYER.

RECITALS

- A. COUNTY owns a parcel of land located at approximately 5757 South, McMillan Circle in Murray, Utah, identified as Tax ID 22-18-252-049 (the "Property"), which was struck off to COUNTY after the tax sale in 1996.
- B. BUYER owns title to real property adjacent the Property, desires to purchase a portion of the Property from the County (the "Parcel"), 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 estimated value of \$2,575.00.

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 \$2,575.00 (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 Property 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:

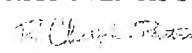
By _____
Mayor or Designee


Derrick L. Sorensen
Salt Lake County Property Manager

BUYER: Muriel B. Espil



APPROVED AS TO FORM:


Digitally signed by R. Christopher
Preston
Date: 2021.01.12 09:34:47 -07'00'

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 August 06, 1996 as Entry No. 6423319 in Book 7460 at Page 494 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Northeast Quarter of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and is described as follows:

Beginning at a point on the northeasterly boundary line of said entire tract, which is the southwest corner of Lot 20, Crown Pointe PUD Subdivision recorded November 14, 1989 as Entry No. 4847787 in Book 89-11, at Page 108 in the Office of said Salt Lake County Recorder, which is 614.08 feet N. 25°09'13" E. and 85.98 feet N. 57°03'41" W. and 60.10 feet N. 29°38'49" W. from the Center Section corner of said Section 18; thence S. 65°57'14" W. 11.79 feet along a southwesterly projection of the southeasterly line of said Lot 20, to intersect the southwesterly boundary line of said entire tract and a point on the northeasterly boundary line of the Murray Heights East Addition Subdivision, as platted and recorded in Book M, Page 10, in said Salt Lake County Recorder's Office; thence N. 34°58'00" W. 31.30 feet along said southwesterly boundary line and northeasterly subdivision line to the northwesterly corner of said entire tract; thence N. 18°04'41" E. 19.77 feet along the northwesterly boundary line to the northeasterly corner of said entire tract and a point on the southwesterly line of said Lot 20, Crown Pointe PUD Subdivision; thence S. 29°38'49" E. 45.61 feet along said northeasterly boundary line of said entire tract and said southwesterly line of Lot 20 to the **Point of Beginning**.

The above-described parcel of land contains 515 square feet in area or 0.012 acre, more or less.

Tax Serial No. 22-18-252-049

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

APPROVED AS TO FORM
Salt Lake County
District Attorney's Office
Digitally signed by R.
Christopher Preston
Date: 2021.01.12
09:36:23 -07'00'

QUITCLAIM DEED
Salt Lake County

Parcel No. RE-3876.001:C
Tax Serial No. 22-18-252-049
Surveyor WO: W082820010

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to, MURIEL B. ESPIL, 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: _____
MAYOR or DESIGNEE

STATE OF UTAH)
)ss.
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:

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 August 06, 1996 as Entry No. 6423319 in Book 7460 at Page 494 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Northeast Quarter of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and is described as follows:

Beginning at a point on the northeasterly boundary line of said entire tract, which is the southwest corner of Lot 20, Crown Pointe PUD Subdivision recorded November 14, 1989 as Entry No. 4847787 in Book 89-11, at Page 108 in the Office of said Salt Lake County Recorder, which is 614.08 feet N. 25°09'13" E. and 85.98 feet N. 57°03'41" W. and 60.10 feet N. 29°38'49" W. from the Center Section corner of said Section 18; thence S. 65°57'14" W. 11.79 feet along a southwesterly projection of the southeasterly line of said Lot 20, to intersect the southwesterly boundary line of said entire tract and a point on the northeasterly boundary line of the Murray Heights East Addition Subdivision, as platted and recorded in Book M, Page 10, in said Salt Lake County Recorder's Office; thence N. 34°58'00" W. 31.30 feet along said southwesterly boundary line and northeasterly subdivision line to the northwesterly corner of said entire tract; thence N. 18°04'41" E. 19.77 feet along the northwesterly boundary line to the northeasterly corner of said entire tract and a point on the southwesterly line of said Lot 20, Crown Pointe PUD Subdivision; thence S. 29°38'49" E. 45.61 feet along said northeasterly boundary line of said entire tract and said southwesterly line of Lot 20 to the **Point of Beginning**.

The above-described parcel of land contains 515 square feet in area or 0.012 acre, more or less.

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

BASIS OF BEARING: S. 89°55'00" E. along the center section line between the Center Section corner and the East Quarter corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, as shown on the Crown Pointe PUD Subdivision recorded November 14, 1989 as Entry No. 4847787 in Book 89-11, at Page 108 in the Office of the Salt Lake County Recorder.



Lot 15

MURRAY HEIGHTS EAST ADD
(Ent #1242406)

Lot 14

Parcel 3876.001:C
515 Sq Ft 0.012 Ac

Muriel Espil
22-18-254-048

EXHIBIT B

CROWN POINTE PUD
(Ent #4847787)

Muriel Espil
22-18-254-039

Lot 20

SW Cor Lot 20
POB

Lot 13

SLCO 22-18-252-049

Lot 19

LINE TABLE	
LINE #	BEARING
L1	S65°57'14"W
L2	N34°58'00"W
L3	N18°04'41"E
L4	S29°38'49"E

LEGEND	
	SURPLUS PARCEL LINE
	SLCO TAX PARCEL LINE
	PARCEL/LOT LINE



c/o Equity Trust Company
22-18-252-049 Surplus Sale Parcel
5757 South McMillan Circle
Prepared for:
Salt Lake County Real Estate Division
Sec. 18, T.2 S., R.1 E., S.L.B. & M.
Work Order No. W082820010

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

No Scale
Page 3 of 3
Prepared By: KDS Date: 01/05/2021
Checked By: SVK Date: 01/05/2021