

RESOLUTION NO. _____, 2021

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING A
REAL ESTATE PURCHASE AGREEMENT AND THE CONVEYANCE OF
SALT LAKE COUNTY'S INTEREST IN CERTAIN REAL PROPERTY BY
QUIT-CLAIM DEED TO HOTEL 5600, LLC

RECITALS

1. Salt Lake County (the "County") claims to own a parcel of real property located at approximately 2880 South 5600 West, West Valley City, Utah (the "Property") based upon a Quit-Claim Deed that was recorded on July 9, 1970 (the "1970 Deed").

2. A parcel with a unique parcel number was never created for the Property, and instead the Property appears on the Salt Lake County Assessor's records to be part of a much larger parcel identified as Parcel No. 14-26-229-004 (the "Larger Parcel"), which is owned by Hotel 5600, LLC ("Buyer").

3. The Property is subject to a Public Sidewalk, Lighting and Utility Easement granted to West Valley City by Buyer's predecessor-in-interest, recorded as Entry No. 12609390 on September 1, 2017 (the "Public Easement").

4. During its efforts to develop the Larger Parcel, Buyer identified the 1970 Deed as a cloud on its title.

5. To resolve all questions of title, Buyer has offered in writing to purchase the Property from the County for a nominal amount, which amount has been approved by the Salt Lake County Real Estate Section as adequate value, considering the Public Easement and the uncertainty regarding title undermining the strength of the county's claim of interest in the Property. This offer is in the form of a Real Estate Purchase Agreement (the "Agreement") attached hereto as Exhibit A.

6. It has been determined that the best interest of the County and the general public

will be served by the sale and conveyance of the Property to the Buyer. 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 the sale and conveyance of the Property by quit-claim deed to the Buyer as provided in the Agreement for the agreed nominal payment of One Hundred Fifty Dollars and Zero Cents (\$150.00) is hereby approved; and the Mayor is hereby authorized to execute the Agreement and the Mayor and County Clerk are hereby authorized to execute the Quit-Claim Deed, attached to the Agreement as Exhibit 2, and to deliver the fully executed documents to the County Real Estate Section for delivery to the Buyer as provided in 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:

R. Christopher Preston
Deputy District Attorney

EXHIBIT A

Tax Sale Property Purchase Agreement

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE 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 HOTEL 5600, LLC, a Utah limited liability company, hereinafter referred to as BUYER.

RECITALS

- A. COUNTY claims to own a parcel of land located at approximately 2880 South 5600 West, West Valley City, Utah (the "Property") based upon a Quit-Claim Deed that was recorded on July 9, 1970.
- B. A taxable parcel with a unique parcel number was never created for the Property by the Assessor, and the Property instead appears on the Assessor's records to be part of a much larger parcel identified as Parcel Number 14-26-229-004, which is owed by Buyer.
- C. The Property is subject to a Public Sidewalk, Lighting and Utility Easement granted to West Valley City, recorded as Entry No. 12609390 on September 1, 2017 (the "Public Easement").
- D. A description of the Property is attached hereto as Exhibit 1 and incorporated herein by this reference.
- E. COUNTY has determined that there is a cloud on title undermining the strength of the County's claim of interest in Property, and that the Property is additionally burdened by the Public Easement.
- F. To resolve all questions of title, the County is willing to quitclaim any rights, title, and interest it may have to the Property to Buyer as provided in this Agreement.

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 quitclaim deed for the Property (the "Quitclaim 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 quitclaim deed, BUYER shall pay COUNTY \$150.00 (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 _____, 2021.


COUNTY: Salt Lake County

RECOMMENDED FOR APPROVAL:

By Exhibit Only - Do Not Sign
Mayor or Designee

Derrick L. Sorensen
Salt Lake County Property Manager

BUYER: Hotel 5600, LLC


By: John P. Parker
Its: President MANAGER

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

EXHIBIT 1
LEGAL DESCRIPTION

An entire tract of land described in that Quit-Claim Deed recorded as Entry No. 2340413 in Book 2875 at Page 400 in the office of the Salt Lake County Recorder. Said entire tract is located in the Northeast Quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and is described as follows:

Beginning at a point 1155 feet South and 33.0 feet West of the Northeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 165 feet, thence West 20.0 feet, thence North 165 feet, thence East 20.0 feet to the point of beginning.

The above-described entire tract of land contains 3300 square feet in area or 0.076 acre, more or less.

BASIS OF BEARING: South along the Section line between the Northeast Corner and the East Quarter Corner of said Section 26, Township 1 South, Range 2 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

QUITCLAIM DEED
Salt Lake County

Parcel No. 4011.1:C
Tax Serial No. None
Surveyor WO: W030921036

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to Hotel 5600, LLC., a Utah limited liability company, 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)

The property is subject to Easements, Rights -of-Way, Covenants, Conditions and Restrictions now of record, including, but not limited to, a public sidewalk, lighting and utility easement recorded as Entry No. 12609390 in Book 10595 at Page 609 in the Office of the Salt Lake County Recorder.

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: Exhibit Only - Do Not Sign
MAYOR or DESIGNEE

By: _____
COUNTY CLERK

Acknowledgements on Following Page

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

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: _____

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

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 described in that Quit-Claim Deed recorded as Entry No. 2340413 in Book 2875 at Page 400 in the office of the Salt Lake County Recorder. Said entire tract is located in the Northeast Quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and is described as follows:

Beginning at a point 1155 feet South and 33.0 feet West of the Northeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 165 feet, thence West 20.0 feet, thence North 165 feet, thence East 20.0 feet to the point of beginning.

The above-described entire tract of land contains 3300 square feet in area or 0.076 acre, more or less.

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

BASIS OF BEARING: South along the Section line between the Northeast Corner and the East Quarter Corner of said Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian.

Banzai Tepan Yaki, Inc
14-26-226-047

Hotel 5600, LC
14-26-229-004

East 20.0'

Point of Beginning

PARCEL 4011.1:C

North 165'

South 165'

5600 West Street

Glen Eagles Drive

West 20.0'

Barr Properties Master, LLC
14-26-279-006



EXHIBIT B
Date: 03/24/2021 Page 4 of 4

Prepared By: SVK WO: W030921036

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor
2001 S. State St. RM-400
Salt Lake City, Utah 84114-4575
(801) 465-2028

SALT LAKE COUNTY REAL ESTATE

5600 WEST 2800 SOUTH
Parcel No. 4011.1:C
NE 1/4 SECTION 26, T.1S. R.2W. SLB&M

