

RESOLUTION NO. _____, 2021

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING
SURPLUS REAL PROPERTY AND APPROVING THE CONVEYANCE OF
THE SAME BY QUIT-CLAIM DEED TO LEBARON COMPANY, L.L.C.

RECITALS

1. Salt Lake County owns a parcel of real property, Parcel No. 21-25-301-016, located at approximately 604 West Seventh Ave., Midvale, Utah (the “Property”), which was acquired by Tax Deed in 1938 and which is not in public use by the County. The Property is subject to an existing public right-of-way for Rio Grande Street.

2. LeBaron Company, L.L.C. (“LeBaron”), has offered in writing to purchase the Property from the County for \$1,505.39, which amount has been approved by the County Real Estate Section as full and adequate consideration. This offer is in the form of a Tax Sale Property Purchase Agreement (the “Agreement”) attached hereto as Exhibit 1.

3. Proceeds from the sale of the Property will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.

4. 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 LeBaron. 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 the Agreement attached hereto as Exhibit A, be and the same 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 LeBaron as provided in the Agreement for the agreed purchase price of One Thousand Five Hundred Five Dollars and Thirty-Nine Cents (\$1,505.39) is hereby approved; and the Mayor and County Clerk are hereby authorized to execute

the Agreement and the Quit-Claim Deed, attached hereto as Exhibit 2 and by this reference made a part of this Resolution, and to deliver the fully executed documents to the County Real Estate Section for delivery to LeBaron upon payment of the agreed upon purchase amount.

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 Winder 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

Real Estate Purchase Contract

RE _____
DA 20-16693

TAX SALE PROPERTY PURCHASE AGREEMENT

This TAX SALE PROPERTY PURCHASE AGREEMENT (“Agreement”) is made and executed this 18th day of October, 2021, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and LEBARON COMPANY, L.L.C. hereinafter referred to as BUYER.

RECITALS

- A. COUNTY claims an interest in a parcel of land located at approximately 3501 South 1200 East, Midvale, Utah, identified as Tax Id. No. 21-25-301-016, which was struck off to COUNTY after the tax sale in 1938.
- B. BUYER owns real property adjacent to this parcel, desires to purchase from the County any right, title, or interest of the County in and to all of the Property, and has paid a fee of \$100, which amount shall be credited towards the purchase price of the Property. A legal 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 the Salt Lake County Real Estate Section has determined that the value of the Property is \$1,505.39, to cover administrative costs and the back-taxes.

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 Property (the “Quit-claim Deed”), the forms of which is attached hereto as Exhibit 2 and incorporated herein by this reference. The Property is subject to an existing public right-of-way for Rio Grande Street.

2. IN CONSIDERATION for conveying the Property by the Quit-claim Deeds, BUYER shall pay COUNTY \$1,505.39 (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 Deeds 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 October, 2021.

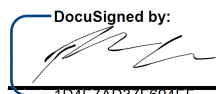
COUNTY: Salt Lake County

RECOMMENDED FOR APPROVAL:

By Exhibit Only - Do Not Sign
Mayor or Designee

Derrick L. Sorensen
Salt Lake County Property Manager

BUYER:
LEBARON COMPANY, L.L.C.

DocuSigned by:


By: Frank LeBaron
Its: Manager

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

EXHIBIT 1
LEGAL DESCRIPTIONS

An entire tract of land described in that Auditor's Tax Deed recorded as Entry No. 830458 in Book 238 at Page 247 in the office of the Salt Lake County Recorder. Said parcel of land is located in the Southwest Quarter of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

Com 22.4 rd S & 730 ft E fr W $\frac{1}{4}$ cor Sec
25 T 2S, R 1W, S. L. Mer. N 107 ft E
63.6 ft S 107 ft W 63.6 ft to beg. 0.15 Ac.
(S. L. Co. T.D.)

Subject to an existing public right-of-way for Rio Grande Street.

The above-described entire tract contains 6,805 square feet in area or 0.156 acres more or less

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. 3883.001:C
Tax Serial No. 21-25-301-016
County Project No. **Surplus Property**
Surveyor WO: W090121079

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to, LEBARON COMPANY, L.L.C., 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: Exhibit Only - Do Not Sign
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

Parcel No. 3883.001:C
Tax Serial No. 21-25-301-016
County Project No. **Surplus Property**
Surveyor WO: W090121079

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)

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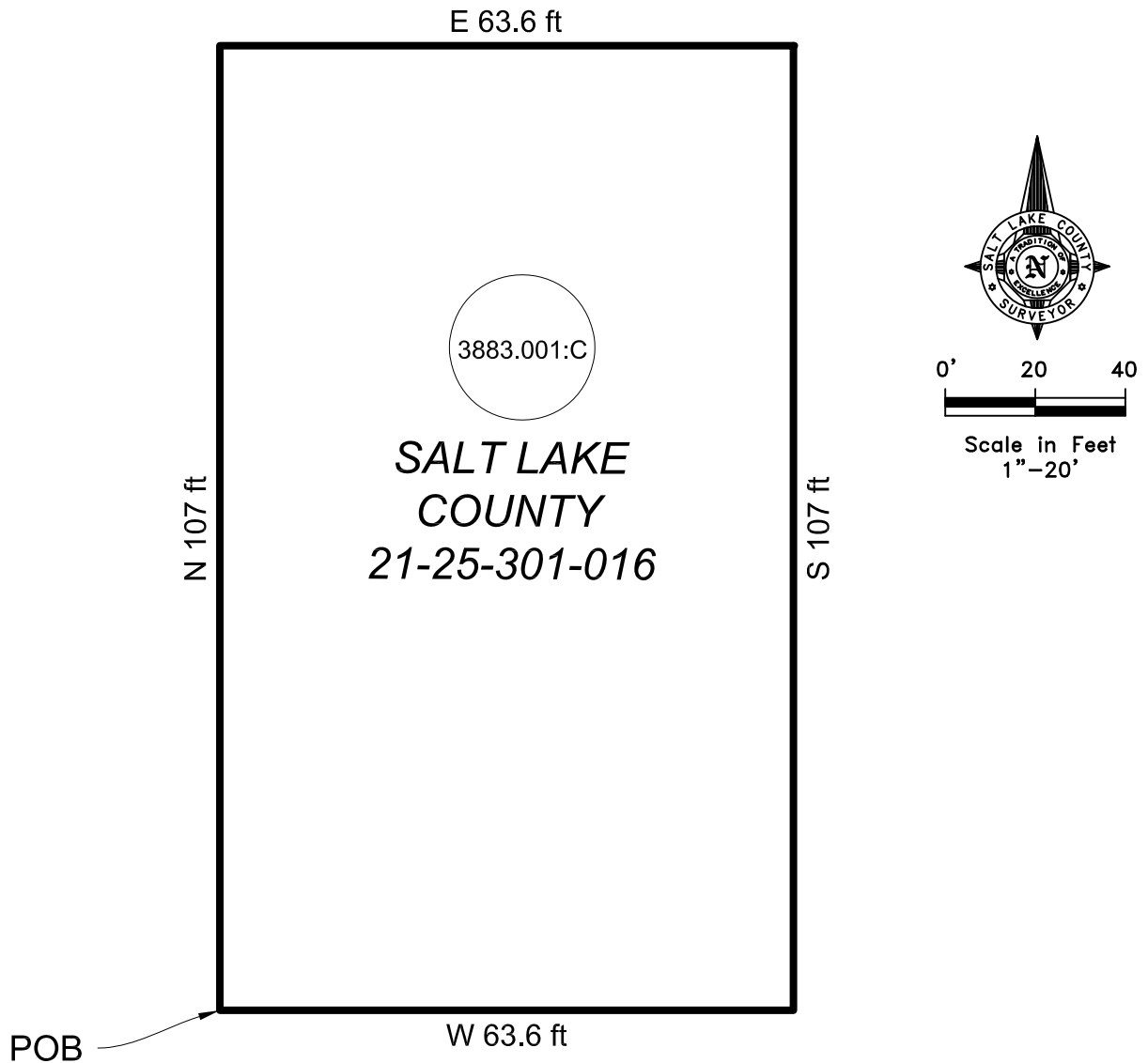
Subject to an existing public right-of-way for Rio Grande Street.

The above-described entire tract contains 6,805 square feet in area or 0.156 acres more or less

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

BASIS OF BEARING: South along the Section line between the West Quarter and the
Southwest Corner of said Section 25, Township 2 South, Range 1
West, Salt Lake Base and Meridian.

EXHIBIT "B"



LEGEND

- Tract Boundary
- Adjacent Parcel

Page 3 of 3
Revised: September 9, 2021



SALT LAKE COUNTY
Surplus Property

Prepared for:
Salt Lake County Real Estate

Sec. 25, T.2S, R.1W, S.L.B.&M.
Work Order No. W090121079 RE# 3883

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

EXHIBIT B

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. 3883.001:C
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SALT LAKE COUNTY

By: Exhibit Only - Do Not Sign
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

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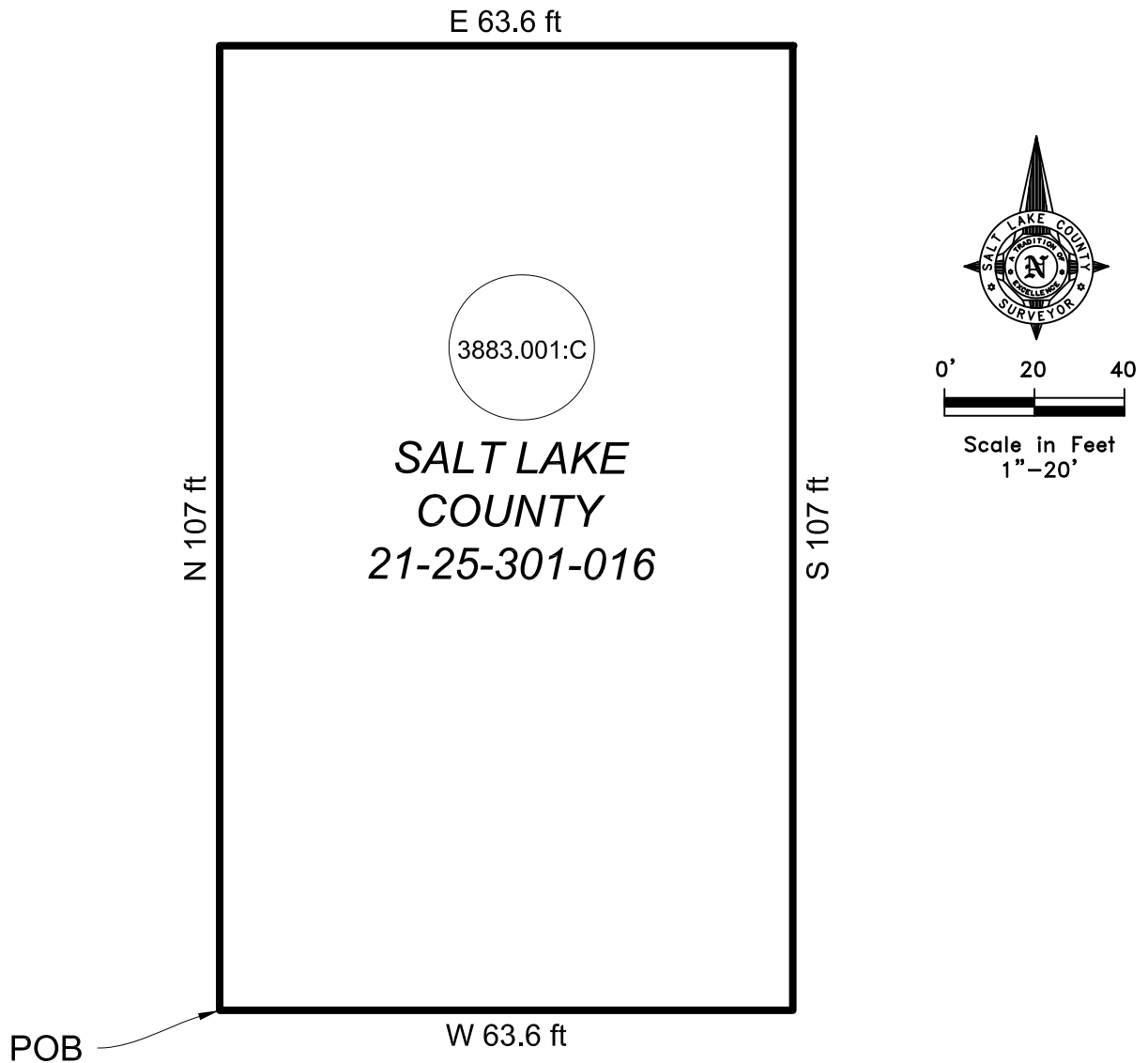
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LEGEND

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-  Adjacent Parcel



SALT LAKE COUNTY
Surplus Property

Prepared for:
Salt Lake County Real Estate

Sec. 25, T.2S, R.1W, S.L.B.&M.
Work Order No. W090121079 RE# 3883

Prepared by the Office of:
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