

Date: August 31, 2023

To: Weber County Board of County Commissioners

From: Scott Mendoza

Community Development Department

Agenda Date: September 5, 2023

Subject: Request for approval to sell surplus property identified as Parcel #05-131-0031.

Attachments: A - Aerial Vicinity Map

B – Recorder's Tax Map

C – Real Estate Purchase and Sale Agreement

D – Quit Claim Deed

Summary:

A Weber County owned parcel of land, identified as Tax ID #05-131-0031, was acquired by the County through a tax sale process and auditor's deed executed in 1938. The parcel contains 142.5 square feet and is located at approximately 3840 Washington Blvd., in South Ogden City. This parcel is described as a one foot wide strip that runs 142.5 feet in length. See Attachment A for a vicinity map and Attachment B for a Recorder's Office plat map.

South Ogden City recently notified the County that the City's municipal code requires that the County (as a property owner) assume responsibilities associated with maintaining area within the mid-block alley. The area that the County is responsible for is the area in between the County's parcel (where it fronts on the alley) and the centerline of the alleyway. Because of the city required maintenance responsibilities, the Community Development Office contacted an adjacent landowner and found that the landowner is interested in purchasing the property. The County Assessor's Office has evaluated the subject parcel's fair market value and has determined the value to be \$350.00.

Weber County has no intended use for this property and has no interest in maintaining the area within the alley; therefore, it is recommended that the parcel be sold to the adjacent property owner for \$350.00.

In order to convey real property, the County Commission must first take action to declare this parcel as surplus property. The property was declared surplus during a regular commission meeting held on June 6^{th} , 2023.

Property Description:

05-131-0031

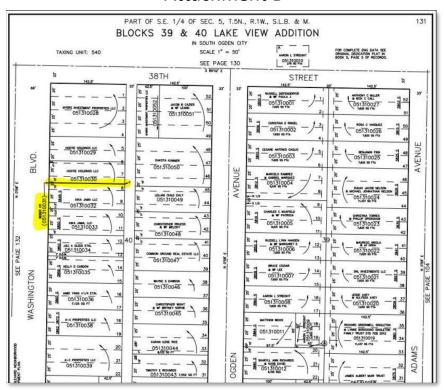
PART OF LOT 8, BLOCK 40, LAKE VIEW ADDITION, SOUTH OGDEN CITY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 12 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 8; THENCE EAST 142.5 FEET; THENCE SOUTH 1 FOOT; THENCE WEST 142.5 FEET; THENCE NORTH 1 FOOT TO THE BEGINNING.



Attachment A



Attachment B



Attachment C

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REAL ESTATE PURCHASE AND SALE AGREEMENT BY AND BETWEEN WEBER COUNTY AND HOOTIE HOLDINGS LLC

made and entered into on the day of 2023, by and
between Weber County, a body politic, corporate, and political subdivision of the State of Utah (hereinafter "County") and Hootie Holdings LLC, a Utah limited liability company, located at 3836 Washington Blvd., South Ogden, Utah 84404 (hereinafter "Buyer").
RECITALS
WHEREAS, according to the official records of the Recorder of Weber County, State of Utah, County owns certain real property more fully described in this Agreement; and
WHEREAS, County declared such property as surplus to its needs on June 6th, 2023; and
WHEREAS, Buyer desires to purchase such property according to the terms and conditions more particularly set forth herein; and
NOW, THEREFORE, it is hereby acknowledged and agreed by and between the parties hereto as follows:
SECTION ONE DESCRIPTION OF PROPERTY

The real property which is the subject of this Agreement is described as follows:

Land serial number: 05-131-0031

PART OF LOT 8, BLOCK 40, LAKE VIEW ADDITION, SOUTH OGDEN CITY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 12 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 8; THENCE EAST 142.5 FEET; THENCE SOUTH 1 FOOT; THENCE WEST 142.5 FEET; THENCE NORTH 1 FOOT TO THE BEGINNING.

SECTION TWO PURCHASE PRICE AND TERMS

The purchase price for the above described property is Three Hundred Fifty Dollars (\$350.00). The County shall convey the real property to Buyer by Quit Claim Deed upon receipt of the full purchase price.

Attachment C

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SECTION THREE INDEMNIFICATION

Buyer agrees to indemnify and hold harmless County, its officers, agents, and employees from and against any claims or suits that arise as a result of this purchase and sale transaction.

SECTION FOUR NO WARRANTIES

The County does not warrant or guarantee that the property is free from easements, covenants, mortgages, liens, or other encumbrances, nor does the County make any other covenants or warranties concerning the property.

SECTION FIVE GOVERNING LAW

The laws of the State of Utah shall govern the validity, construction, enforcement, and interpretation of this Agreement.

SECTION SIX ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement by and between the parties hereto with respect to the subject matter hereof, and no other statement, whether written or oral, shall be deemed a part of this Agreement unless specifically incorporated herein by reference. This Agreement supersedes any and all other agreements, negotiations, or understandings between the parties.

IN WITNESS WHEREOF the undersigned have affixed their respective signatures hereto on the dates indicated below.

Witness the hand of said Buyer this	day of	, 2023.
Hootie Holdings, LLC		
STATE OF UTAH)		
:ss COUNTY OF Weber County)		

Attachment C

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On this day of, in the year 2023, before me, a notary public, personally appeared Paul L. Ellington, Jr., signer of the foregoing instrument, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, did say that she/he is a Member of Hootie Holdings, LLC and that this instrument was signed by her/him on behalf of said Limited Liability Company and by its authority, and duly acknowledged to me that said Limited Liability Company executed the same.				
Witness my hand and official seal.				
Notary Public My Commission Expires:	SEAL			
	BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY By Gage H. Froerer, Chair Commissioner Harvey voted Commissioner Bolos voted Commissioner Froerer voted			
ATTEST:				
Ricky D. Hatch, CPA Weber County Clerk/Auditor	day of, 2023.			

Attachment D

1 of 2

Mail Tax Notice To: Hootie Holdings LLC 3836 Washington Blvd. South Ogden, Utah 84404

QUIT CLAIM DEED

WEBER COUNTY, Grantor, of 2380 Washington Blvd., Ogden, Utah 84401, hereby QUIT CLAIMS to: Hootie Holdings LLC, Grantee, the following described tract(s) of land in Weber County, State of Utah:

Part of Parcel #05-131-0031

PART OF LOT 8, BLOCK 40, LAKE VIEW ADDITION, SOUTH OGDEN CITY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 12 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 8; THENCE EAST 142.5 FEET; THENCE SOUTH 1 FOOT; THENCE WEST 142.5 FEET; THENCE NORTH 1 FOOT TO THE BEGINNING.

	BOARD OF COUNTY COMMISSIONERS
	OF WEBER COUNTY
	By:
	Gage H. Froerer, Chair
I haraby cartify that the cale and transfer of the	above property was duly approved at a regularly scheduled
meeting of the Board of County Commissioners	
Ricky Hatch, CPA	seal
Weber County Clerk/Auditor	

THE FOLLOWING IS A REQUEST TO COMBINE PROPERTIES

Hootie Holdings LLC, Grantor, of Weber County, Utah, hereby quit claims to Hootie Holdings LLC, Grantee, of Weber County, Utah, the following described tract(s) of land in Weber County, State of Utah, with the intent to combine the parcels under a single tax identification number for tax purposes, and hereby request that the Weber County Recorder combine the parcels:

Tax ID# 05-131-0030

THE SOUTH 4 FEET OF LOT 6, ALL OF LOT 7, AND THE NORTH 12 FEET OF LOT 8, BLOCK 40, LAKE VIEW ADDITION, SOUTH OGDEN CITY, WEBER COUNTY, UTAH.

Attachment D

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Tax ID# (05-131-0031)

PART OF LOT 8, BLOCK 40, LAKE VIEW ADDITION, SOUTH OGDEN CITY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 12 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 8; THENCE EAST 142.5 FEET; THENCE SOUTH 1 FOOT; THENCE WEST 142.5 FEET; THENCE NORTH 1 FOOT TO THE BEGINNING.

IN WITNESS WHEREOF the undersigned below.	has affixed his respective sig	nature hereto on the date indicated
Witness the hand of said Grantor this	_ day of	, 2023.
Hootie Holdings, LLC		
STATE OF UTAH :ss COUNTY OF Weber County)		
	n whose name is subscribed to his instrument was signed by l	going instrument, who proved on the othis instrument, did say that he is a him on behalf of said Limited Liability
Witness my hand and official seal.		
Notary Public My Commission Expires:		SEAL