



Date: August 6, 2024
To: Weber County Board of County Commissioners
From: Scott Mendoza
Community Development Department

Agenda Date: August 13, 2024

Subject: **Request for approval to sell surplus property identified as Parcel #19-021-0010**

Attachments: A - Aerial View of Existing Parcel/Vicinity Map
B – County Recorder Ownership Plat
C – Real Estate Purchase and Sale Agreement
D – Quit Claim Deed

Summary:

A Weber County owned parcel of land, identified as Tax ID #19-021-0010, was acquired by the County through a tax sale process and deed executed in 1982. The parcel contains approximately 13,612 square feet and is located at 2940 North and 3300 West.

The County has been contacted by an adjacent property owner and was asked if the County would consider selling the subject parcel. The Community Development Department considers the adjacent property owner, who made the purchase request, a preferential interest holder and the most appropriate buyer for the property. Weber County has no intended use for this property; therefore, it is recommended that it be offered to the interested buyer for the purchase price (also the assessed market value) of \$2,500.

In order to convey real property, the County Commission must first take action to declare this parcel as surplus property. The subject property was declared to be surplus during a regularly scheduled commission meeting held on August 10, 2021.

Property Description:

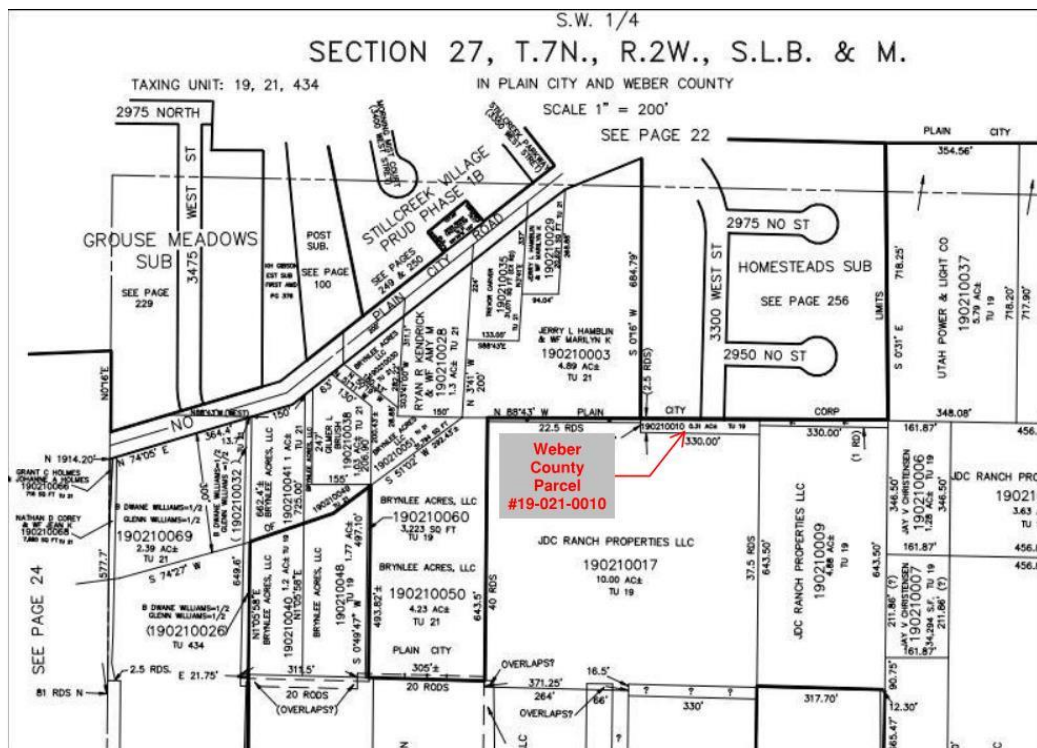
19-021-0010

PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 57.5 RODS WEST AND 37 RODS SOUTH FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST 20 RODS; THENCE SOUTH 2.5 RODS; THENCE EAST 20 RODS; THENCE NORTH 2.5 RODS TO BEGINNING.

Attachment A



Attachment B



Attachment C

REAL ESTATE PURCHASE AND SALE AGREEMENT BY AND BETWEEN WEBER COUNTY AND NILSON LAND HOLDINGS, LLC

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into on the ____ day of _____, 2024, by and between Weber County, a body politic, corporate, and political subdivision of the State of Utah (hereinafter "County") and Nilson Land Holdings, LLC of 5617 South 1475 East, South Ogden, Utah, 84403 (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 August 10, 2021; and

WHEREAS, Buyer desires to purchase such property according to the terms and conditions more particularly set forth herein;

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:

Parcel Tax ID #19-021-0010

PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 57.5 RODS WEST AND 37 RODS SOUTH FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST 20 RODS; THENCE SOUTH 2.5 RODS; THENCE EAST 20 RODS; THENCE NORTH 2.5 RODS TO BEGINNING.

SECTION TWO PURCHASE PRICE AND TERMS

The purchase price for the above described property is Two Thousand Five Hundred Dollars (\$2,500.00). The County shall convey the real property to Buyer by Quit Claim Deed upon receipt of the full purchase price.

Attachment C

SECTION THREE INDEMNIFICATION

Buyer agrees to defend, indemnify, and hold harmless County, its officers, agents, and employees for 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.

Attachment C

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
James H. Harvey, Chair

Commissioner Bolos voted _____
Commissioner Froerer voted _____
Commissioner Harvey voted _____

ATTEST:

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

This _____ day of _____, 2024.

BUYER(S):

Signature

Print

Subscribed and sworn to before me, _____,
this _____ day of _____, 2024.

Notary Public

Attachment D

Mail Tax Notice to:
Nilson Homes
5617 South 1475 East
South Ogden, Utah 84403

QUIT CLAIM DEED

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

Parcel Tax ID #19-021-0010

PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 57.5 RODS WEST AND 37 RODS SOUTH FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST 20 RODS; THENCE SOUTH 2.5 RODS; THENCE EAST 20 RODS; THENCE NORTH 2.5 RODS TO BEGINNING.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____
James H. Harvey, Chair

I hereby certify that the sale and transfer of the above described property was duly approved at a regularly scheduled meeting of the Board of County Commissioners on the ____ day of _____, 2024.

Ricky Hatch, CPA
Weber County Clerk/Auditor

seal