



Date: November 16, 2022
To: Weber County Board of County Commissioners
From: Ronna Tidwell
Community Development Department
Agenda Date: November 22, 2022
Subject: **Request for approval to sell surplus property identified as Parcel 11-340-0001**
Attachments: A - Aerial Vicinity Map
B - 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 #11-340-0001, was acquired by the County through a tax sale process and deed executed in 2022. The parcel contains approximately .01 acres and is located at 1572 N 950 W, in Harrisville. See Attachment A for a vicinity map and Attachment B for the County Recorder’s ownership plat map.

The County has been contacted by an adjacent property owner who has asked if the County would consider selling the subject parcel.

Weber County has no intended use for this property; therefore, it is recommended that the parcel be sold to the adjacent property owner for \$327.00. The fair market value was determined by the Weber County Assessor’s Office, consistent with Sec. 2-21-2(d)(1), or the county’s surplus property code.

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 October 25, 2002.

Property Description:

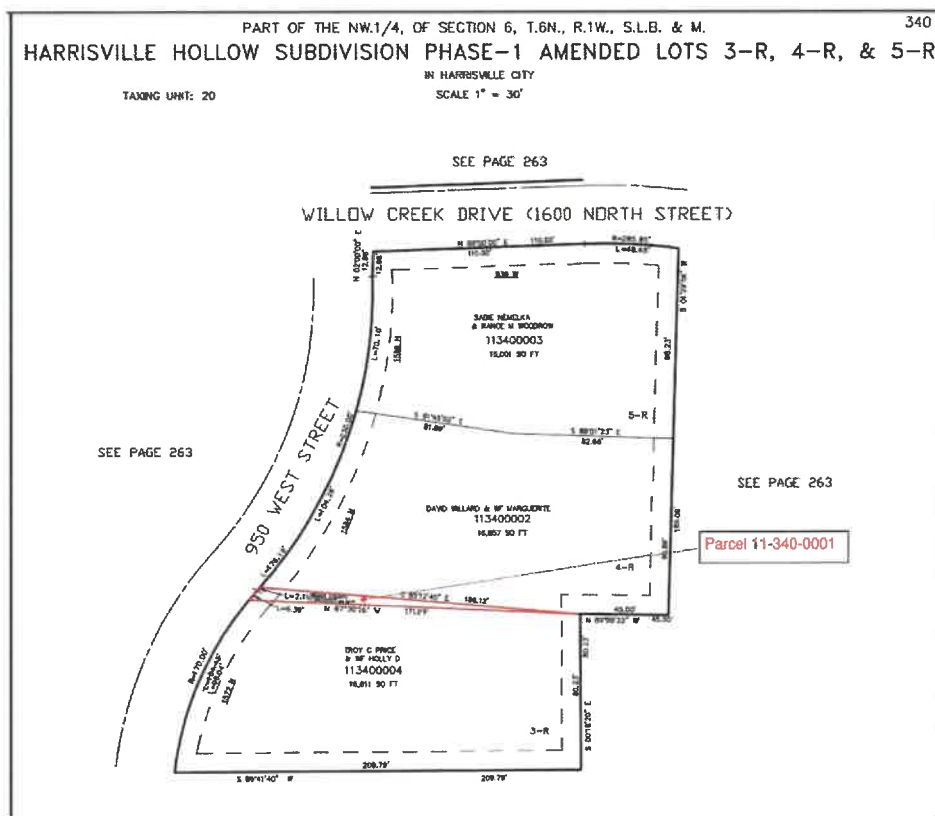
11-340-0001

PART OF LOT 3R, HARRISVILLE HOLLOW PHASE 1, SUBDIVISION AMENDED LOTS 3R, 4R, AND 5R, HARRISVILLE CITY, WEBER COUNTY, UTAH, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF LOT 3R, THENCE NORTH 87D30'16" WEST 171.29 FEET, THENCE NORTHEASTERLY ALONG THE EAST SIDE OF 950 WEST STREET 8.5 FEET, MORE OR LESS, TO A POINT THAT IS NORTH 85D12'45" WEST 166.12 FEET FROM THE POINT OF BEGINNING, THENCE SOUTH 85D12'45" EAST TO POINT OF BEGINNING.

Attachment A



Attachment B



**REAL ESTATE PURCHASE AND SALE AGREEMENT
BY AND BETWEEN WEBER COUNTY AND TROY C & HOLLY D PRICE**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into on the ____ day of _____, 2022, by and between Weber County, a body politic, corporate, and political subdivision of the State of Utah (hereinafter "County") and Troy C & Holly D Price, of Harrisville, Utah (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 October 25th, 2022; 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:

PART OF LOT 3R, HARRISVILLE HOLLOW PHASE 1, SUBDIVISION AMENDED LOTS 3R, 4R, AND 5R, HARRISVILLE CITY, WEBER COUNTY, UTAH, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF LOT 3R, THENCE NORTH 87D30'16" WEST 171.29 FEET, THENCE NORTHEASTERLY ALONG THE EAST SIDE OF 950 WEST STREET 8.5 FEET, MORE OR LESS, TO A POINT THAT IS NORTH 85D12'45" WEST 166.12 FEET FROM THE POINT OF BEGINNING, THENCE SOUTH 85D12'45" EAST TO POINT OF BEGINNING.

**SECTION TWO
PURCHASE PRICE AND TERMS**

The purchase price for the above described property is Three Hundred Twenty-seven Dollars (\$327.00). The County shall convey the real property to Buyer by Quit Claim Deed upon receipt of the full purchase price.

**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.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Scott K. Jenkins, Chair

Commissioner Harvey voted _____
Commissioner Froerer voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

This _____ day of _____, 2022.

BUYER(S):

Troy Price
Signature
Troy Price
Print

Holly Price
Signature
Holly Price
Print

Subscribed and sworn to before me, Ronna Tidwell,
this 16 day of November, 2022.

Ronna Tidwell
Notary Public



Mail Tax Notice To:
Troy C Price
1572 N 950 W
Harrisville, UT 84404

QUIT CLAIM DEED

WEBER COUNTY CORP, Grantor, of 2380 Washington Blvd., Ogden, Utah 84401, hereby QUIT CLAIMS to:
TROY C & HOLLY D PRICE, husband and wife, Grantees, the following described tract(s) of land in Weber County,
State of Utah:

11-340-0001

PART OF LOT 3R, HARRISVILLE HOLLOW PHASE 1, SUBDIVISION AMENDED LOTS 3R, 4R, AND 5R,
HARRISVILLE CITY, WEBER COUNTY, UTAH, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF
LOT 3R, THENCE NORTH 87D30'16" WEST 171.29 FEET, THENCE NORTHEASTERLY ALONG THE EAST
SIDE OF 950 WEST STREET 8.5 FEET, MORE OR LESS, TO A POINT THAT IS NORTH 85D12'45" WEST
166.12 FEET FROM THE POINT OF BEGINNING, THENCE SOUTH 85D12'45" EAST TO POINT OF
BEGINNING.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____
Scott K. Jenkins, Chair

I hereby certify that the sale and transfer of the above property was duly approved at a regularly scheduled meeting of the
Board of County Commissioners on the ____ day of _____, 20____.

Ricky Hatch, CPA
Weber County Clerk/Auditor

seal

THE FOLLOWING IS A REQUEST TO COMBINE PROPERTIES

TROY C AND HOLLY D PRICE, husband and wife, Grantors, of Weber County, Utah, hereby quit claim to **TROY C
AND HOLLY D PRICE, husband and wife**, Grantees, 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:

11-340-0001

PART OF LOT 3R, HARRISVILLE HOLLOW PHASE 1, SUBDIVISION AMENDED LOTS 3R, 4R, AND 5R,
HARRISVILLE CITY, WEBER COUNTY, UTAH, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF
LOT 3R, THENCE NORTH 87D30'16" WEST 171.29 FEET, THENCE NORTHEASTERLY ALONG THE EAST
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166.12 FEET FROM THE POINT OF BEGINNING, THENCE SOUTH 85D12'45" EAST TO POINT OF
BEGINNING.

11-340-0004

ALL OF LOT 3R, HARRISVILLE HOLLOW PHASE 1, SUBDIVISION AMENDED LOTS 3-R, 4-R & N 5-R, HARRISVILLE CITY, WEBER COUNTY, UTAH. LESS THAT PORTION CONTAINED IN LOT 4-R, HARRISVILLE HOLLOW PHASE 1 SUBDIVISION, HARRISVILLE CITY, WEBER COUNTY, UTAH.

IN WITNESS WHEREOF, the said grantor(s) have hereunto set their hand(s) this _____ day of _____, A.D. 20____.

Troy C Price

Holly D Price

State of Utah)
County of Weber)

On the _____ day of _____, 20____ personally appeared before me,

Troy C Price Holly D Price

the signers of the within instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

Residing At: _____

My Commission Expires: _____