



Date: September 9, 2022
To: Weber County Board of County Commissioners
From: Scott Mendoza
Community Development Department

Agenda Date: September 27, 2022

Subject: **Request for approval to sell surplus property identified as Parcel #06-004-0039**

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 #06-004-0039, was acquired by the County through a tax sale process and deed executed in 1998. The parcel contains approximately 222 square feet and is located at 4336 S and 1000 W, in Riverdale City. 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 \$102.00. This fair market value was determined by the Weber County Assessor’s Office, consistent with Sec. 2-21-2(d)(1), of 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 August 23rd, 2022.

Property Description:

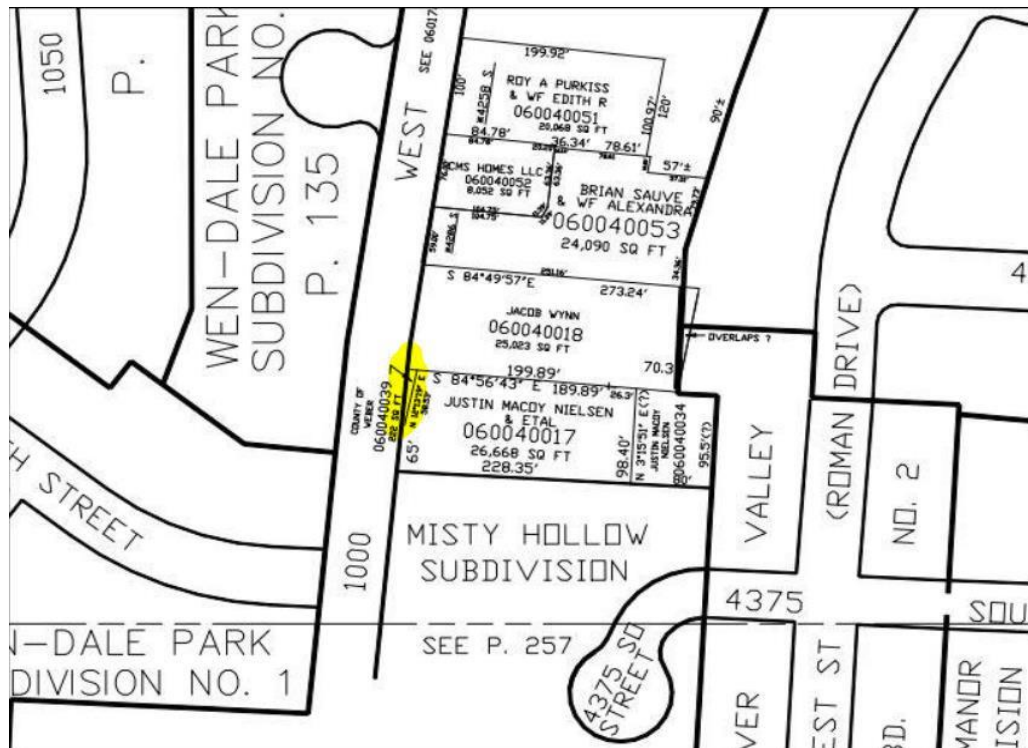
06-004-0039

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 735 FEET EAST AND NORTH 5D43' EAST 209.90 FEET FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER SECTION, RUNNING THENCE NORTH 12D13'19" EAST 58.53 FEET, THENCE NORTH 84D49'57" WEST 10 FEET, MORE OR LESS, TO THE EAST LINE OF 1000 WEST STREET, THENCE SOUTH 5D42'40" WEST TO THE POINT OF BEGINNING.

Attachment A



Attachment B



Attachment C

1 of 3

REAL ESTATE PURCHASE AND SALE AGREEMENT BY AND BETWEEN WEBER COUNTY AND JUSTIN MACOY NIELSEN

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 Justin MaCoy Nielsen of Riverdale, 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 August 23rd, 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 THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 735 FEET EAST AND NORTH 5D43' EAST 209.90 FEET FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER SECTION, RUNNING THENCE NORTH 12D13'19" EAST 58.53 FEET, THENCE NORTH 84D49'57" WEST 10 FEET, MORE OR LESS, TO THE EAST LINE OF 1000 WEST STREET, THENCE SOUTH 5D42'40" WEST TO THE POINT OF BEGINNING.

SECTION TWO PURCHASE PRICE AND TERMS

The purchase price for the above described property is One Hundred Two Dollars (\$102.00). 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.

Attachment C

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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.

DRAFT

Attachment D

1 of 1

Mail Tax Notice to:
Justin MaCoy Nielsen
4338 S 1000 W
Riverdale, Utah 84405

QUIT CLAIM DEED

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

Parcel Tax ID #06-004-0039

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 735 FEET EAST AND NORTH 5D43' EAST 209.90 FEET FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER SECTION, RUNNING THENCE NORTH 12D13'19" EAST 58.53 FEET, THENCE NORTH 84D49'57" WEST 10 FEET, MORE OR LESS, TO THE EAST LINE OF 1000 WEST STREET, THENCE SOUTH 5D42'40" WEST TO THE 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 described property was duly approved at a regularly scheduled meeting of the Board of County Commissioners on the _____ day of _____, 2022.

Ricky Hatch, CPA
Weber County Clerk/Auditor

seal