

Date: November 2, 2023
To: Weber County Board of County Commissioners
From: Scott Mendoza
Community Development Department
Agenda Date: November 14, 2023
Subject: **Request for approval to sell and/or otherwise convey Parcel #16-049-0057 to North Ogden City.**
Attachments: A - Aerial Vicinity Map
B – Recorder’s Plat Map
C – Real Estate Purchase and Sale Agreement
D – Quit Claim Deed

Summary:

North Ogden City has reviewed Weber County land ownership records (that show land ownership within the City’s boundary) and has found that a County owned parcel lies near and/or within a city maintained street. The parcel of land, identified as Tax ID #16-049-0057, was acquired in 1973 and the legal description appears to describe a parcel that was intended to be conveyed for public road purposes. The parcel contains approximately 3,920 square feet (.09ac), has an assessed market value of \$2,163.00, and is located at approximately 2750 N Mountain Road, in North Ogden City. See Attachment A for a vicinity map and Attachment B for a Recorder’s Office Plat Map.

Weber County has no intended use for the property; therefore, it is recommended that the parcel be conveyed to North Ogden City. The proposed purchase price is zero dollars (\$0.00) because 1) the parcel should have been conveyed to the City at the time the road became a city street; and 2) the parcel is used for public rights-of-way and has relatively little value and, to the extent that the parcel has value, the County has already received valuable consideration in the form of the City’s past continuous maintenance of the road/parcel, at the City’s sole expense.

In order to convey real property, the County Commission must first take action to review and officially declare the property as being surplus to the county’s needs. The subject parcel was declared surplus during a regularly scheduled commission meeting held on October 17, 2023.

Property Description:

16-049-0057

PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE INTERSECTION OF THE LINE SOUTH 33 FEET FROM THE CENTERLINE OF 2750 NORTH STREET AND THE LINE WEST 50 FEET FROM THE CENTERLINE OF MOUNTAIN ROAD, SAID POINT BEING 2310 FEET EAST, 1287 FEET NORTH AND 1184.4 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE SOUTH 26D20' WEST 324.8 FEET; THENCE SOUTH 63D30' EAST 17.0 FEET, MORE OR LESS, TO A POINT 33 FEET FROM THE CENTERLINE OF MOUNTAIN ROAD, THENCE NORTH 26D20' EAST 355 FEET, MORE OR LESS, TO A POINT 33 FEET SOUTH FROM THE CENTERLINE OF 2750 NORTH STREET, THENCE WEST 19.6 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**REAL ESTATE PURCHASE AND SALE AGREEMENT
BY AND BETWEEN WEBER COUNTY AND NORTH OGDEN CITY**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter “Agreement”) is 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 North Ogden City (hereinafter “City”), a municipal corporation within Weber County, State of Utah.

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 in a regular meeting of the Board of County Commissioners on October 17, 2023; and

WHEREAS, City 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:

16-049-0057

PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE INTERSECTION OF THE LINE SOUTH 33 FEET FROM THE CENTERLINE OF 2750 NORTH STREET AND THE LINE WEST 50 FEET FROM THE CENTERLINE OF MOUNTAIN ROAD, SAID POINT BEING 2310 FEET EAST, 1287 FEET NORTH AND 1184.4 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE SOUTH 26D20' WEST 324.8 FEET; THENCE SOUTH 63D30' EAST 17.0 FEET, MORE OR LESS, TO A POINT 33 FEET FROM THE CENTERLINE OF MOUNTAIN ROAD, THENCE NORTH 26D20' EAST 355 FEET, MORE OR LESS, TO A POINT 33 FEET SOUTH FROM THE CENTERLINE OF 2750 NORTH STREET, THENCE WEST 19.6 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**SECTION TWO
PURCHASE PRICE AND TERMS**

The purchase price for the subject property identified as Tax #16-049-0057 is agreed to be zero dollars (\$0.00). This property appears to be situated within a current or potential public rights-of-way, and the property should have been considered as having been conveyed to City when it incorporated or when City annexed the area causing it to become City street property. This conveyance corrects that omission. Additionally, since this property is for public rights-of-way, it has little or no real fair market value. To the extent that it has fair market value, County has already received valuable consideration, in the form of City's past continuous maintenance of this road property at City's sole expense. County shall convey the subject real property to City by Quit Claim Deed upon receipt of the full purchase price.

**SECTION THREE
INDEMNIFICATION**

City agrees to defend, 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**

County does not warrant or guarantee that the property is free from easements, covenants, mortgages, liens, or other encumbrances, nor does 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 _____
____Gage H. Froerer, Chair

Commissioner Bolos	Voted	_____
Commissioner Harvey	Voted	_____
Commissioner Forerer	Voted	_____

ATTEST:

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

This _____ day of _____ 2023.

NORTH OGDEN CITY

ATTEST:

Neal Berube Date
North Ogden City Mayor
