

Date: November 21, 2024
To: Weber County Board of County Commissioners
From: Ronna Tidwell

Agenda Date: November 26, 2024

Subject: **Request for approval to sell surplus property identified as Parcel 19-024-0041**

Attachments: A - Aerial Vicinity Map
B - Ownership Plat
C – Real Estate Purchase Agreement
D – Quit Claim Deed

Summary:

A Weber County owned parcel of land, identified as Tax ID #19-024-0041, was acquired by the County through a tax sale process and deed executed in 1981. The parcel contains approximately 5288 sf and is located at the rear of 3648 W 2600 N in Plain City, UT. 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 sold to the adjacent property owner(s) for \$400.00. 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.

Property Description:

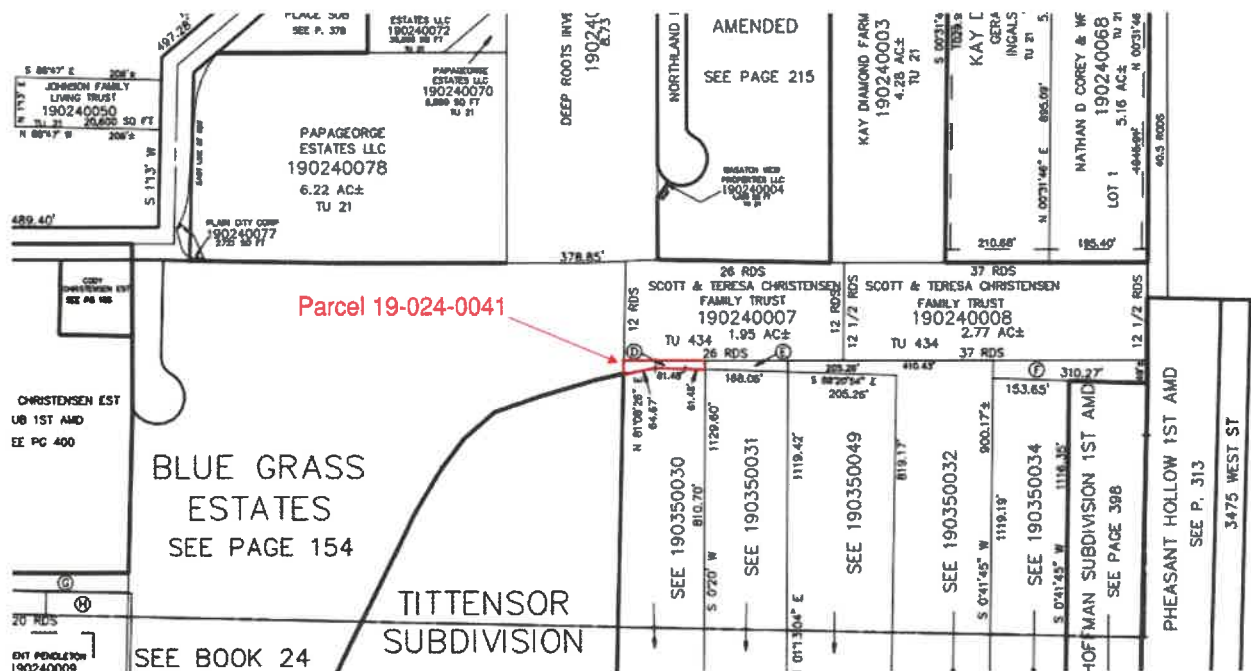
19-024-0041

PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 63 RODS WEST AND 485 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION, RUNNING THENCE NORTH 43 FEET, THENCE EAST 150.74 FEET, THENCE SOUTH 35 FEET, THENCE NORTH 88D05'15" WEST 40.45 FEET, THENCE WEST 61.48 FEET, THENCE SOUTH 81D08'26" WEST 47 FEET TO POINT OF BEGINNING.

Attachment A



Attachment B



**REAL ESTATE PURCHASE AND SALE AGREEMENT
BY AND BETWEEN WEBER COUNTY AND THE SCOTT & TERESA CHRISTENSEN
FAMILY TRUST**

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 The Scott & Teresa Christensen Family Trust of Plain City, UT (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 November 12th, 2024; and

WHEREAS, Buyers desire 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 here to as follows:

**SECTION ONE
DESCRIPTION OF PROPERTY**

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

19-024-0041

PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 63 RODS WEST AND 485 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION, RUNNING THENCE NORTH 43 FEET, THENCE EAST 150.74 FEET, THENCE SOUTH 35 FEET, THENCE NORTH 88D05'15" WEST 40.45 FEET, THENCE WEST 61.48 FEET, THENCE SOUTH 81D08'26" WEST 47 FEET TO POINT OF BEGINNING.

**SECTION TWO
PURCHASE PRICE AND TERMS**

The purchase price for the above-described property is Four Hundred Dollars (\$400.00). The County shall convey the real property to Buyers by Quit Claim Deed upon receipt of the full purchase price.

**SECTION THREE
INDEMNIFICATION**

Buyers 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.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
James H. "Jim" Harvey, Chair

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

ATTEST:

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

This ____ day of _____, 2024.

BUYER(S):

The Scott & Teresa Christensen Family Trust


Signature

Scott Christensen
Print name - Trustee of The Scott & Teresa Christensen Family Trust

Subscribed and sworn to before me, Ronna Tidwell,
this 19 day of Nov., 2024.


Notary Public



Mail Tax Notice To:
The Scott & Teresa Christensen Family Trust
1397 Fairway Cir
Farmington, UT 84025

QUIT CLAIM DEED

WEBER COUNTY CORP, Grantor, of 2380 Washington Blvd., Ogden, Utah 84401, hereby QUIT CLAIMS to:
THE SCOTT & TERESA CHRISTENSEN FAMILY TRUST, Grantees, of 1397 Fairway Cir, Farmington, UT 84025,
the following described tract(s) of land in Weber County, State of Utah:

PARCEL 19-024-0041

PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 63 RODS WEST AND 485 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION, RUNNING THENCE NORTH 43 FEET, THENCE EAST 150.74 FEET, THENCE SOUTH 35 FEET, THENCE NORTH 88D05'15" WEST 40.45 FEET, THENCE WEST 61.48 FEET, THENCE SOUTH 81D08'26" WEST 47 FEET TO POINT OF BEGINNING..

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____
James H. "Jim" Harvey, 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 _____, 2024.

Ricky Hatch, CPA
Weber County Clerk/Auditor

seal