

REQUEST FOR COUNCIL ACTION

SUBJECT: Ratify or Repeal and/or Amend Resolution No. 15-02.

SUMMARY: On January 7, 2015, the City Council adopted Resolution No. 15-02, to surplus and sell the old County library property located at 1970 West 7800 South in West Jordan (the "Property") to the highest bidder ("Community Treatment Alternatives" or "CTA"). CTA is now requesting a few amendments to the Real Estate Purchase Contract approved by the Council under the same Resolution.

FISCAL IMPACT: Sale proceeds in the amount of \$1,250,000.00.

STAFF RECOMMENDATION:

Staff has no recommendation.

MOTION RECOMMENDED:

Option 1: "I move to ratify Resolution No. 15-02, declaring the Real Estate Purchase Contract null and void and declaring the Property no longer surplus."

Option 2: "I move to repeal Resolution No. 15-02 and/or amend it with a new resolution, as follows:

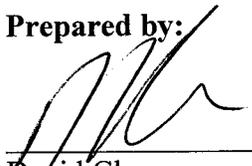
- (a) The Property is hereby declared surplus to the City's needs;
- (b) The sealed bid received from Community Treatment Alternatives dba CTA Community Supports is hereby accepted;
- (c) The amended Real Estate Purchase Contract attached hereto is approved and accepted, the Mayor is authorized and directed to sign the contract after it has been approved as to legal form by the City Attorney, and the City's Real Estate Services Manager is authorized to close the transaction according to the terms of the contract;
- (d) If CTA backs out of the purchase, then the Property is still declared surplus and the City Manager is authorized and directed to dispose of the Property as outlined in the West Jordan Municipal Code."

Option 3: "I move to repeal Resolution No. 15-02 and/or amend it with a new resolution, as follows:

- (a) The Property is hereby declared surplus to the City's needs;
- (b) The City rejects the amended Real Estate Purchase Contract attached hereto;
- (c) The original contract is considered null and void and the City Manager is authorized and directed to dispose of the Property as outlined in the West Jordan Municipal Code."

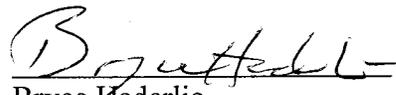
Roll Call vote required

Prepared by:



David Clemence
Real Estate Services Manager

Recommended by:



Bryce Haderlie
Interim City Manager

Reviewed as to legal sufficiency:



Jeffrey Robinson
City Attorney

BACKGROUND DISCUSSION:

On January 7, 2015, under Resolution No. 15-02, the City Council declared the Property surplus, authorized its sale and approved a Real Estate Purchase Contract specific to the transaction. Paragraph 9 of the approved contract states the contract was to be signed, notarized and returned to the City by 5:00 p.m. on Monday, January 12, 2015. However, upon review of the contract CTA did not have it signed, notarized and returned to the City by the specified date and time, but has instead requested that the contract be amended as follows:

1. Amend paragraph 2 to allow CTA to receive the Property by Special Warranty Deed rather than by Quit Claim Deed in order to induce the title company to provide CTA with an owner's policy of title insurance at CTA's sole cost and expense.
2. Amend paragraph 3 to allow CTA to receive a General Assignment and Bill of Sale for all of the personal property situated on the real property, rather than recognizing the personal property affixed to and being one and the same with the real property acquired by deed.
3. Amend paragraph 5 to extend the closing date to allow CTA more time to secure the funds necessary to complete the purchase. The closing date in the approved contract was February 4, 2015, but CTA's lender (the "Lender") needs more time to process CTA's loan.

4. Amend paragraph 7 to add an inspection period to satisfy the Lender's requirements in order to fund the purchase. The approved contract did not allow for an inspection period since the prospective purchasers had the ability to inspect the Property prior to bidding, but the Lender is asking for an inspection period so it can perform a Phase 1 Environmental Assessment prior to funding the loan.
5. Amend paragraph 9 to extend the time period required to return the signed contract. The approved contract required the contract to be signed, notarized and returned to the City by 5:00 p.m. on Monday, January 12, 2015. However, CTA was unable to meet that deadline and also comply with the Lender's requirements, so CTA and the Lender have asked for a return deadline of 5:00 p.m. on Tuesday, January 20, 2015, a date with which CTA has already complied.

The only other changes to the Council approved contract were inserting the buyer's name and bid amount, both of which were conditions of Resolution No. 15-02.

If the City Council chooses Option 1 above, then the original contract is null and void, the Property is no longer surplus, any future surplus and sale of the Property must start from the beginning as if this surplus and sale process had never taken place, and the City can begin using the Property for public purposes.

If the City Council chooses Option 2 above, then the Property is still considered surplus, the original contract is considered amended to match the contract attached hereto, and the sale will proceed as outlined in the amended contract.

If the City Council chooses Option 3 above, then the Property is still considered surplus, the contract is null and void and, unless the City Council directs otherwise, §3-1-14(E) of the West Jordan Municipal Code applies, as follows:

“Unsold Property: If the surplus item is subjected to sale to the highest bidder at public auction and remains unsold, the city manager may sell the surplus item to any person for such price as the city manager deems appropriate or may dispose of as the city manager shall direct.”

One last alternative would be for the City to sue CTA for “Specific Performance”, requesting a court of law to require CTA to purchase the Property according to the original contract. However, City staff believes this course of action will be time consuming and costly and will eventually lead to Option 1 or Option 2 above.

Out of all the options listed above, City staff believes Option 1 is the least likely to become subject to a legal challenge.

Attachments:

Resolution for Option 2

Resolution for Option 3

Signed and Notarized Real Estate Purchase Contract (Amended)

Exhibit

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 15-02

**A RESOLUTION REPEALING AND/OR AMENDING RESOLUTION NO. 15-02,
DECLARING A REAL PROPERTY SURPLUS AND AUTHORIZING
ITS SALE TO THE HIGHEST BIDDER**

Whereas, the City of West Jordan owns real property located at 1970 West 7800 South, West Jordan, Utah, which is legally described in the Real Estate Purchase Contract attached hereto and by this reference incorporated herein (the "Property"); and

Whereas, the Property was purchased with the intention of converting it into a cultural arts facility, but it has been determined that the Property is not suitable in the long term for the arts facility the City originally envisioned, so the City has instead decided to build a cultural arts facility nearer its City Hall campus; and

Whereas, it has been determined that the best and most cost effective method of constructing a new cultural arts facility is to declare the Property surplus and to sell it to the highest bidder so the sale proceeds can be used to begin designing and constructing a new arts facility; and

Whereas, City staff advertised the Property for sale to the highest bidder, based on a minimum set of criteria; and

Whereas, sealed bids were received and publicly opened and at least one bid met the minimum requirements; and

Whereas, on January 7, 2015, the West Jordan City Council adopted Resolution No. 15-02, to surplus and sell the Property to the highest bidder ("Community Treatment Alternatives" or "CTA") and approving a form of Real Estate Purchase Contract; and

Whereas, upon review of the contract after it was adopted by the City Council, CTA realized that it was unable to meet some of the terms of the contract and also comply with CTA's lender's requirements, so CTA and CTA's lender (the "Lender") have asked for a few amendments to the approved contract; and

Whereas, City staff amended the approved contract to include terms and conditions agreeable to CTA and the Lender, subject to City Council review and approval; and

Whereas, CTA and the Lender are requesting that the City Council consider approving the amended Real Estate Purchase Contract, attached hereto and by this reference incorporated herein; and

Whereas, West Jordan City is authorized to dispose of the Property pursuant to the West Jordan City and Utah State Codes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. Resolution No. 15-02 is hereby repealed and/or amended with this new Resolution.

Section 2. The Property is hereby declared surplus to the City's needs, the sealed bid received from Community Treatment Alternatives dba CTA Community Supports is hereby accepted, the amended Real Estate Purchase Contract attached hereto is approved and accepted, the Mayor is authorized and directed to sign the attached contract after it has been approved as to legal form by the City Attorney, and the City's Real Estate Services Manager is authorized to close the transaction according to the terms of the attached contract.

Section 3. If CTA backs out of the purchase, then the Property is still declared surplus and the City Manager is authorized and directed to dispose of the Property as outlined in the West Jordan Municipal Code.

Section 4. This resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 28th day of January, 2015.

CITY OF WEST JORDAN

ATTEST:

By: _____
MELANIE S. BRIGGS, MMC
City Clerk

By: _____
KIM V. ROLFE
Mayor

Voting by the City Council	"AYE"	"NAY"
Council Member Jeff Haaga	_____	_____
Council Member Judy Hansen	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Chad Nichols	_____	_____
Council Member Ben Southworth	_____	_____
Council Member Justin D. Stoker	_____	_____
Mayor Kim V. Rolfe	_____	_____

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. _____

**A RESOLUTION REPEALING AND/OR AMENDING RESOLUTION NO. 15-02,
DECLARING A REAL PROPERTY SURPLUS AND AUTHORIZING
THE CITY MANAGER TO DISPOSE OF THE PROPERTY
PURSUANT TO THE WEST JORDAN MUNICIPAL CODE**

Whereas, the City of West Jordan owns real property located at 1970 West 7800 South, West Jordan, Utah, which is legally described in the Real Estate Purchase Contract attached hereto and by this reference incorporated herein (the "Property"); and

Whereas, the Property was purchased with the intention of converting it into a cultural arts facility, but it has been determined that the Property is not suitable in the long term for the arts facility the City originally envisioned, so the City has instead decided to build a cultural arts facility nearer its City Hall campus; and

Whereas, it has been determined that the best and most cost effective method of constructing a new cultural arts facility is to declare the Property surplus and to sell it to the highest bidder so the sale proceeds can be used to begin designing and constructing a new arts facility; and

Whereas, City staff advertised the Property for sale to the highest bidder, based on a minimum set of criteria; and

Whereas, sealed bids were received and publicly opened and at least one bid met the minimum requirements; and

Whereas, on January 7, 2015, the West Jordan City Council adopted Resolution No. 15-02, to surplus and sell the Property to the highest bidder ("Community Treatment Alternatives" or "CTA") and approving a form of Real Estate Purchase Contract; and

Whereas, upon review of the contract after it was adopted by the City Council, CTA realized that it was unable to meet some of the terms of the contract and also comply with CTA's lender's requirements, so CTA and CTA's lender (the "Lender") have asked for a few amendments to the approved contract; and

Whereas, City staff amended the approved contract to include terms and conditions agreeable to CTA and the Lender, subject to City Council review and approval; and

Whereas, CTA and the Lender are requesting that the City Council consider approving the amended Real Estate Purchase Contract, attached hereto and by this reference incorporated herein; and

Whereas, West Jordan City is authorized to dispose of the Property pursuant to the West Jordan City and Utah State Codes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. Resolution No. 15-02 is hereby repealed and/or amended with this new Resolution.

Section 2. The Property is hereby declared surplus to the City's needs.

Section 3. The City rejects the amended Real Estate Purchase Contract attached hereto, the original contract is considered null and void, and the City Manager is authorized and directed to dispose of the Property as outlined in the West Jordan Municipal Code.

Section 4. This resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 28th day of January, 2015.

CITY OF WEST JORDAN

ATTEST:

By: _____
MELANIE S. BRIGGS, MMC
City Clerk

By: _____
KIM V. ROLFE
Mayor

Voting by the City Council

"AYE"

"NAY"

Council Member Jeff Haaga
Council Member Judy Hansen
Council Member Chris McConnehey
Council Member Chad Nichols
Council Member Ben Southworth
Council Member Justin D. Stoker
Mayor Kim V. Rolfe

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract (the "Contract"), dated the _____ day of _____, 2015, is by and between the CITY OF WEST JORDAN, a Utah municipal corporation (hereinafter referred to as the "City"), whose principal office address is 8000 South Redwood Road, West Jordan, Utah 84088, and COMMUNITY TREATMENT ALTERNATIVES dba CTA COMMUNITY SUPPORTS (hereinafter referred to as the "Buyer"), whose principal office address is 4444 South 700 East, Suite 203, Salt Lake City, Utah 84107.

RECITALS

A. The City is the owner of approximately 1.90 acres of certain real property located at 1970 West 7800 South, West Jordan, Utah 84088, and which is legally described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

B. The City has determined that the Property is no longer necessary or useful for the City's purposes and is therefore surplus to the City's needs.

C. The City and the Buyer (also referred to individually as a "Party" or collectively as the "Parties") have agreed to proceed with a purchase and sale of the Property pursuant to the terms and conditions of the Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration, the sufficiency of which is described below, the parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into the Contract and are made a part hereof.

2. Acquisition Amount. In exchange for the City conveying the Property to the Buyer by Special Warranty Deed, which shall be in a form and format substantially similar to that which is shown in Exhibit "B", attached hereto and by this reference incorporated herein (the "Deed"), the Buyer agrees to pay the City the total sum of ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (1,250,000.00), exclusive of closing, inspection and other related costs and fees (the "Acquisition Amount"), and subject to the terms and conditions set forth herein.

3. Personal Property. The Parties agree that any and all personal property situated on the Property will be transferred to the Buyer as part of this transaction by General Assignment and Bill of Sale, which shall be in a form and format substantially similar to that which is shown in Exhibit "C", attached hereto and by this reference incorporated herein.

4. Conveyance Documents. The City shall cause title to the Property to be transferred to the Buyer by the Deed, free and clear of all liens and encumbrances, subject only to the following: (a) all zoning regulations, restrictions, rules and ordinances, land use regulations, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (b) any state of facts that an accurate and complete ALTA/ASCM survey (with all Table A items) and physical inspection of the property might disclose; and (c) any and all recorded reservations, easements, rights-of-way, declarations, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

5. Closing Costs, Prorations and Possession. The closing of this transaction shall take place on or before February 26, 2015 (the "Closing"), and the Acquisition Amount shall be due in full at Closing. The date of Closing shall be used for proration of all property taxes and assessments accruing, due and owing on the Property, if any, which shall be paid at the City's sole cost and expense. The City does not intend to pay for any owner's policy of title insurance, nor shall the City pay any escrow fees to close this transaction. If the Buyer desires title insurance or escrow assistance, the Buyer shall pay all fees associated with said services. The Buyer is responsible for the payment of all fees associated with filing the Deed in the office of the Salt Lake County Recorder, and shall have possession of the Property upon Closing.

6. Taxes. The Buyer is responsible for all real property taxes and assessments that begin accruing on the Property upon the date of transfer.

7. Inspection Rights. The Buyer shall have full opportunity to inspect and investigate the Property prior to Closing. The Buyer's opportunity to inspect and investigate the Property shall expire at 5:00 p.m. on Wednesday, February 11, 2015. Any and all inspection and investigation costs shall be borne by the Buyer. The Buyer has until 5:00 p.m. on Wednesday, February 11, 2015, to provide the City with written notice that it is canceling or terminating this Contract, otherwise the Buyer is deemed fully satisfied with the condition of the Property and has agreed to accept the Property in its present condition, "as is - where is". The City hereby makes no representation or warranties as to the condition of the Property or its suitability for the Buyer's intended use.

8. Broker's Commission. The City has not used a broker or finder for this transaction; therefore, no commissions are due by the City. If the Buyer used a broker or finder for this transaction, the Buyer is solely responsible for any commissions due.

9. Time is of the Essence. Time is of the essence for the Contract. The Buyer has until 5:00 p.m. on Tuesday, January 20, 2015, to deliver the signed and notarized Contract to the City, posted to the name and address listed below:

David Clemence
City of West Jordan, Utah
8000 South Redwood Road
West Jordan, Utah 84088

10. Execution of the Contract. The Contract shall be valid only after it has been executed by the Parties, pursuant to authorization by the Buyer and the West Jordan City Council.

11. Effect of the Contract. Nothing in the Contract shall be construed to relieve the City or the Buyer of any obligations imposed by federal, state or local laws, ordinances, regulations or standards.

12. Assignment. The Contract shall not be assigned by either Party.

13. Attorneys' Fees. If either Party brings an action or proceedings for the interpretation, review, enforcement, resolution of a dispute hereunder, or for a breach of the Contract, the prevailing Party in any such action, proceedings, reference, trial or appeal shall be entitled to its reasonable attorneys' fees, to be paid by the non-prevailing Party as fixed by the court.

14. Controlling Law, Jurisdiction, Venue. The Contract shall be governed by the laws of the state of Utah. The venue shall be in Salt Lake County, Utah.

15. Entire Agreement. The Contract shall constitute the entire agreement between the City and the Buyer and supersedes all prior written or oral agreements, representations, promises, inducements, or understandings between the Parties with regard to this transaction. Any modification of the Contract shall be binding upon the Parties only when said modification is reduced to writing, signed by the Parties and is attached hereto as an Addendum.

16. Advice of Counsel. The Parties confirm, represent and warrant that they (a) have carefully read the Contract, (b) understand the terms hereof, (c) have had the opportunity to seek the advice from legal counsel of their own choosing, (d) find it to be a fair and reasonable compromise of the disputed claims, defenses and issues, (e) are executing the Contract as a voluntary act, and (f) agree to be bound by and to faithfully execute the terms of the Contract. The Parties further confirm, represent and warrant that they are not under duress, and they acknowledge that to the extent they have waived any rights or defenses by entry into the Contract, that such waiver was made voluntarily and with full knowledge of the ramifications of such waiver.

17. Binding Effect. The Contract shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and any persons or entities claiming rights by, through or under them.

18. Counterparts and Signatures. The Contract may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which shall together constitute one and the same instrument. Original or power of attorney signatures shall be binding upon the executing party.

19. Reservations. No water rights are being transferred with the Property; the City reserves unto itself all water rights associated with the Property, if any.

IN WITNESS WHEREOF, the Parties have executed the Contract effective the date and year first above written.

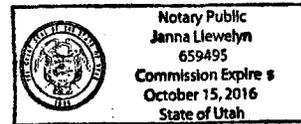
Buyer:

By: [Signature]
Name: Dustin Erikson
Title: Executive Director

STATE OF Utah)
: SS
COUNTY OF Salt Lake

On this 20th day of January, 2015, personally appeared before me Dustin Erikson, who being by me duly sworn did say that s/he is the Executive Director of COMMUNITY TREATMENT ALTERNATIVES dba CTA COMMUNITY SUPPORTS, a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation, and s/he acknowledged to me that said corporation executed the same.

[Signature]
NOTARY PUBLIC
Residing in Salt Lake County, Utah
My commission expires: 10/15/2016



CITY OF WEST JORDAN, a Utah municipal corporation

By: _____
Kim V. Rolfe, Mayor

STATE OF UTAH)
: SS
COUNTY OF SALT LAKE)

On this _____ day of _____, 2015, personally appeared before me KIM V. ROLFE, who being by me duly sworn did say that he is the Mayor of the CITY OF WEST JORDAN, a Utah municipal corporation, and that the foregoing instrument was signed in behalf of said municipal corporation, and he acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
Residing in _____ County, _____
My commission expires: _____

APPROVED AS TO LEGAL FORM
West Jordan City Attorney
By: [Signature] Date: 1-22-15

Exhibit "A"
(the "Property")

Beginning at the intersection of the Northerly right-of-way line of 7800 South Street and the West line of Jordan Valley Subdivision, which point is located 1330.18 feet South $89^{\circ} 57' 00''$ East along the Section line and 53.00 feet North $00^{\circ} 00' 40''$ East from the Southwest corner of Section 27, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North $00^{\circ} 03' 00''$ East along the West line of said Jordan Valley Subdivision 398.0 feet, more or less, to the South line of West Acres Subdivision No. 1; thence North $89^{\circ} 57' 00''$ West 208.42 feet; thence South $00^{\circ} 03' 00''$ West 398.00 feet, more or less, to the Northerly right-of-way line of 7800 South Street; thence South $89^{\circ} 57' 00''$ East 208.42 feet along said Northerly right-of-way line to the point of beginning.

**Exhibit "B"
(the "Deed")**

WHEN RECORDED, PLEASE RETURN TO:
Community Treatment Alternatives
4444 South 700 East, Suite 203
Salt Lake City, Utah 84107

Parcel Number: 21-27-357-022

SPECIAL WARRANTY DEED

CITY OF WEST JORDAN, a Utah municipal corporation (hereinafter referred to as "Grantor"), whose principal office address is 8000 South Redwood Road, West Jordan, Utah 84088, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey and warrant against all who claim by, through or under the Grantor only, to COMMUNITY TREATMENT ALTERNATIVES dba CTA COMMUNITY SUPPORTS (hereinafter referred to as "Grantee"), whose principal office address is 4444 South 700 East, Suite 203, Salt Lake City, Utah 84107, for the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described tract of land in Salt Lake County, State of Utah, to wit:

[See Exhibit "B-1" attached hereto and by this reference made a part hereof.]

RESERVING UNTO THE GRANTOR all water rights appurtenant to and associated with the above described property, if any.

SUBJECT TO the following: (a) all zoning regulations, restrictions, rules and ordinances, land use regulations, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (b) any state of facts that an accurate and complete ALTA/ASCM survey (with all Table A items) and physical inspection of the property might disclose; and (c) any and all recorded reservations, easements, rights-of-way, declarations, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity; and (d) all real property taxes and assessments that begin accruing on the Property upon the date of transfer.

TO HAVE AND TO HOLD the described property, together with the tenements, hereditaments, and appurtenances belonging to the property to Grantee, Grantee's successors and assigns forever.

Signed and delivered the _____ day of _____, 2015.

CITY OF WEST JORDAN, a Utah municipal corporation

By: _____
Kim V. Rolfe, Mayor

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On this _____ day of _____, 2015, personally appeared before me KIM V. ROLFE, who being by me duly sworn did say that he is the Mayor of the CITY OF WEST JORDAN, a Utah municipal corporation, and that the foregoing instrument was signed in behalf of said municipal corporation, and he acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

Residing in _____ County, _____

My commission expires: _____

Exhibit "B-1"

Beginning at the intersection of the Northerly right-of-way line of 7800 South Street and the West line of Jordan Valley Subdivision, which point is located 1330.18 feet South $89^{\circ} 57' 00''$ East along the Section line and 53.00 feet North $00^{\circ} 00' 40''$ East from the Southwest corner of Section 27, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North $00^{\circ} 03' 00''$ East along the West line of said Jordan Valley Subdivision 398.0 feet, more or less, to the South line of West Acres Subdivision No. 1; thence North $89^{\circ} 57' 00''$ West 208.42 feet; thence South $00^{\circ} 03' 00''$ West 398.00 feet, more or less, to the Northerly right-of-way line of 7800 South Street; thence South $89^{\circ} 57' 00''$ East 208.42 feet along said Northerly right-of-way line to the point of beginning.

Exhibit "C"
(the "General Assignment and Bill of Sale")

WHEN RECORDED, PLEASE RETURN TO:
Community Treatment Alternatives
4444 South 700 East, Suite 203
Salt Lake City, Utah 84107

Parcel Number: 21-27-357-022

GENERAL ASSIGNMENT AND BILL OF SALE

WHEREAS, the City of West Jordan, Utah (the "City"), owns real and personal property located at 1970 West 7800 South, West Jordan, Utah, also known as the old Salt Lake County library site (the "Site"); and

WHEREAS, the City intends to convey all of the real and personal property on the Site to COMMUNITY TREATMENT ALTERNATIVES dba CTA COMMUNITY SUPPORTS (the "Buyer"); and

WHEREAS, the Buyer desires the City to convey the real property by Special Warranty Deed, but also desires the City to convey all of the personal property by this General Assignment and Bill of Sale during the same transaction; and

WHEREAS, the Buyer desires and agrees to accept all right, title, interest and obligation in and to the personal property as part of this transaction.

NOW, THEREFORE, the City, by this General Assignment and Bill of Sale, hereby assigns and conveys to the Buyer all right, title, interest and obligation in and to any and all personal property situated in or on the Site described in Exhibit "C-1", attached hereto and by this reference incorporated herein. The City, by this conveyance, acknowledges that it is keeping none of the personal property located on the Site and that all of the personal property, including all interests and obligations therewith, is being transferred to the Buyer by this instrument.

Dated this 20th day of January, 2015.

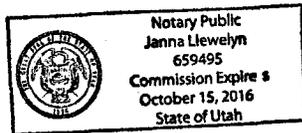
Buyer:

By: [Signature]
Name: Dustin Erikson
Title: Executive Director

STATE OF Utah)
: SS
COUNTY OF Salt Lake)

On this 20th day of January, 2015, personally appeared before me Dustin Erikson, who being by me duly sworn did say that s/he is the Executive Director of COMMUNITY TREATMENT ALTERNATIVES dba CTA COMMUNITY SUPPORTS, a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation, and s/he acknowledged to me that said corporation executed the same.

Janna Llewellyn
NOTARY PUBLIC
Residing in Salt Lake County, Utah
My commission expires: 10/15/2016



CITY OF WEST JORDAN, a Utah municipal corporation

By: _____
Kim V. Rolfe, Mayor

STATE OF UTAH)
: SS
COUNTY OF SALT LAKE)

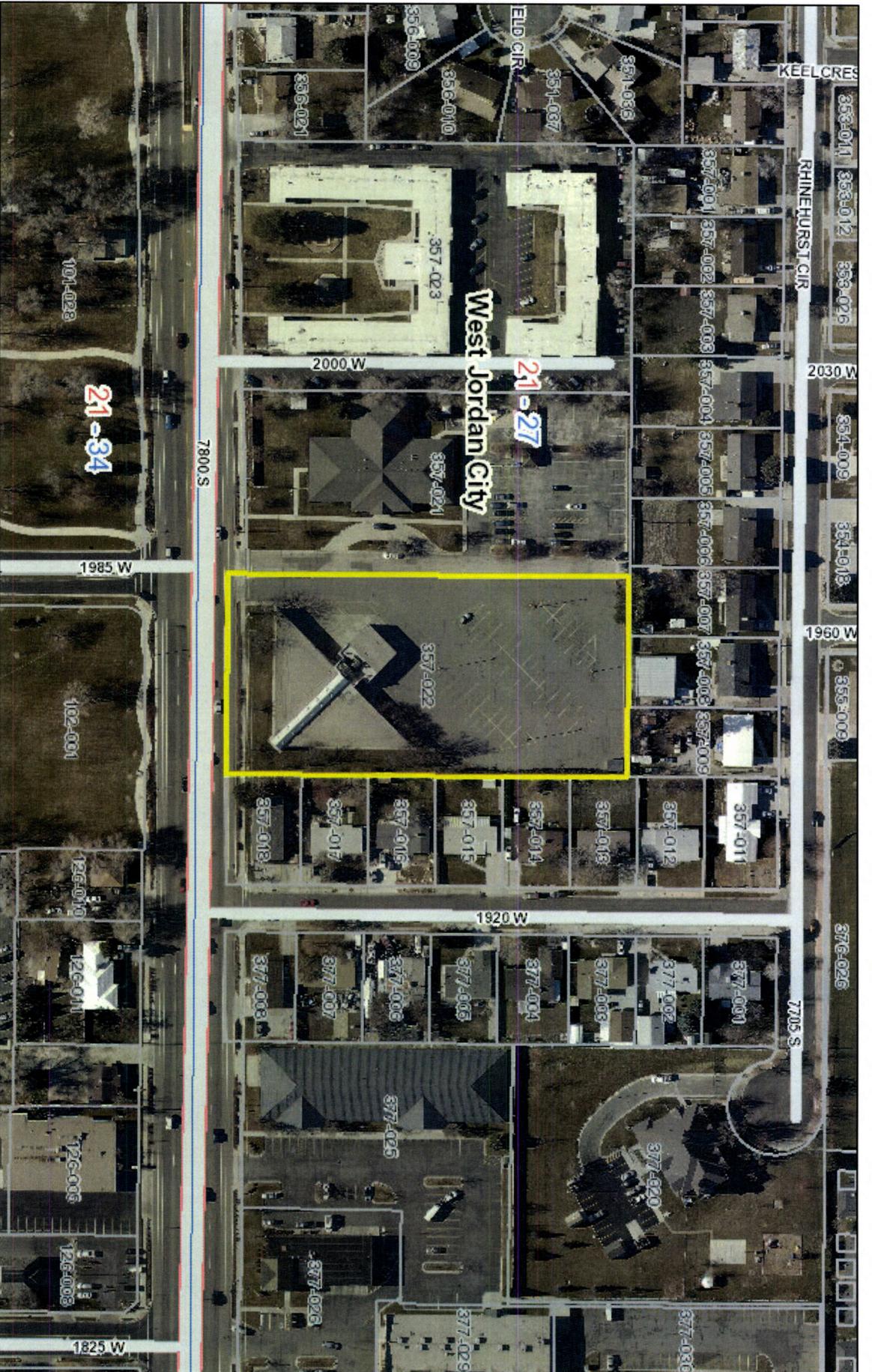
On this _____ day of _____, 2015, personally appeared before me KIM V. ROLFE, who being by me duly sworn did say that he is the Mayor of the CITY OF WEST JORDAN, a Utah municipal corporation, and that the foregoing instrument was signed in behalf of said municipal corporation, and he acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
Residing in _____ County, _____
My commission expires: _____

Exhibit "C-1"

Beginning at the intersection of the Northerly right-of-way line of 7800 South Street and the West line of Jordan Valley Subdivision, which point is located 1330.18 feet South 89° 57' 00" East along the Section line and 53.00 feet North 00° 00' 40" East from the Southwest corner of Section 27, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 00° 03' 00" East along the West line of said Jordan Valley Subdivision 398.0 feet, more or less, to the South line of West Acres Subdivision No. 1; thence North 89° 57' 00" West 208.42 feet; thence South 00° 03' 00" West 398.00 feet, more or less, to the Northerly right-of-way line of 7800 South Street; thence South 89° 57' 00" East 208.42 feet along said Northerly right-of-way line to the point of beginning.

1970 West 7800 South



January 22, 2015

This map was created by the office of the Salt Lake County Assessor, in cooperation with the offices of Surveyor, Recorder, Auditor, and Information Services. Copyright 2013, Assessor GIS. The information depicted here is to be taken as an approximate fit in regards to the spatial position of the layers presented. This map is not intended to represent an actual field survey or to establish the actual relation between, any of the layers depicted here.