

REQUEST FOR COUNCIL ACTION

SUBJECT: Surplus and Sale of Significant City-Owned Real Property.

SUMMARY: Staff was directed by the City Council to provide notice of a public hearing to discuss whether the City should dispose of its significant parcel of real property located at 1970 West 7800 South, West Jordan, Utah (the "Property").

FISCAL IMPACT: It depends on which option below the City Council chooses.

STAFF RECOMMENDATION:

Staff has no recommendation.

MOTION RECOMMENDED:

Option 1: "I move to keep the Property and not declare it surplus."

Option 2: "I move to adopt Resolution No. 15-42, declaring the Property surplus and authorizing and directing the City Manager to dispose of the Property by:

A. Advertising the Property for sale to the highest bidder;

OR

B. Listing the Property for sale with a licensed Utah Real Estate Agent;

OR

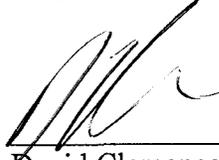
C. Accepting the contract offer attached hereto from Community Treatment Alternatives dba CTA Community Supports;

OR

D. By _____
_____.

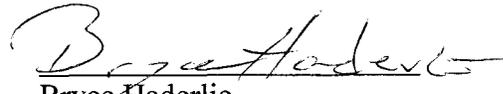
Roll Call vote required

Prepared by:



David Clemence
Real Estate Services Manager

Approved by:



Bryce Haderlie
Interim City Manager

Reviewed as to legal sufficiency:



Jeffrey Robinson
City Attorney

BACKGROUND DISCUSSION:

Staff was directed by the City Council to provide notice of a public hearing to discuss whether the City should dispose of its significant parcel of real property located at 1970 West 7800 South, West Jordan, Utah (the "Property").

If the City chooses to keep the Property, then the City Council should choose Option 1 on the previous page. However, if the City Council chooses to declare the Property surplus and direct staff to dispose of it, then the Council should consider which method of sale it prefers listed within Option 2.

The benefit to choosing Option 2A is the competitive nature of the bidding process, which, presumably, would result in the highest bids possible from competitive bidders. The downside to this option is the time lost to advertising and limited advertising exposure, not to mention the fact that the City only received one bid the first time the Property was advertised in this manner.

The benefit to choosing Option 2B is greater advertising exposure. The Property would be advertised on the Multiple Listing Service (MLS) for all real estate agencies to see which may provide the City with a larger pool of potential purchasers. The downsides to this option are the time lost to advertising, that the City will likely pay 5% or more in Realtor commissions, and will likely have to sign an exclusive contract with the Realtor, meaning the City could not sell the Property on its own during the contract period.

The benefit to choosing Option 2C is that the City will complete its sale within 2-3 weeks, meaning the City will have \$1,250,000 in hand no later than March 18. The downside to this option is that the City will not have the opportunity to see if it can generate more revenue by choosing a different alternative.

Another issue the City Council discussed in the February 11 Council meeting was whether the City should consider obtaining another appraisal. The benefit to purchasing another appraisal is having a second opinion which may yield a higher statement of value, but the downsides are the time and cost of performing the appraisal and that it may actually yield an unfavorable result. This type of appraisal typically takes four to six weeks to complete, typically costs upwards of \$5,000, and the statement of value may come in lower than the City's current appraisal.

Attachments:

Resolution

Real Estate Purchase Contract



Melanie S. Briggs, MMC
City Clerk
City of West Jordan
8000 South Redwood Road
West Jordan, Utah 84088
(801) 569-5117
Fax (801) 565-8978

THE CITY OF WEST JORDAN, UTAH
NOTICE OF PUBLIC HEARING

The City of West Jordan City Council will hold a public hearing pursuant to Utah Code Annotated 10-8-2, on Wednesday, February 25, 2015, at 6:00 p.m. at West Jordan City Hall 8000 South Redwood Road, 3rd Floor, Council Chambers, to receive public comments prior to disposing of significant City owned real property located at 1970 West 7800 South, West Jordan, Utah, 84088, located in Section 27, Township 2 South, Range 1 West of the Salt Lake Base and Meridian, City of West Jordan, applicant.

Published this 8th day of February 2015
Melanie S. Briggs, MMC
City Clerk

PROOF OF PUBLICATION

CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS	ACCOUNT NUMBER	DATE
CITY OF WEST JORDAN, MELANIE BRIGGS ATTN: MELANIE BRIGGS 8000 S. REDWOOD RD. WEST JORDAN, UT 84088	9001403739	2/9/2015

ACCOUNT NAME	
CITY OF WEST JORDAN,	
TELEPHONE	ADORDER# / INVOICE NUMBER
8015695115	0001009435 /
SCHEDULE	
Start 02/08/2015	End 02/08/2015
CUST. REF. NO.	
PH 2/25	
CAPTION	
THE CITY OF WEST JORDAN, UTAH NOTICE OF PUBLIC HEARING The City of West Jorc	
SIZE	
32 Lines	1.00 COLUMN
TIMES	RATE
2	
MISC. CHARGES	AD CHARGES
TOTAL COST	
48.75	

THE CITY OF WEST JORDAN, UTAH NOTICE OF PUBLIC HEARING

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Published this 8th day of February 2015
 Melanie S. Briggs, MMC
 City Clerk
 1009435 UPAFLP

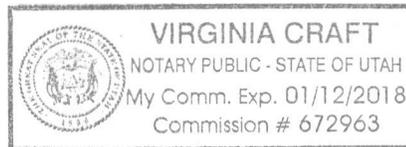
AFFIDAVIT OF PUBLICATION

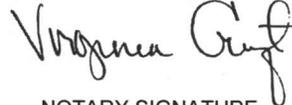
AS NEWSPAPER AGENCY COMPANY, LLC dba MEDIAONE OF UTAH LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF THE CITY OF WEST JORDAN, UTAH NOTICE OF PUBLIC HEARING The City of West Jordan City Council will hold a public hearing pursuant to Utah Code Annotated 10-8-2 FOR CITY OF WEST JORDAN, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba MEDIAONE OF UTAH, AGENT FOR THE SALT LAKE TRIBUNE AND DESERET NEWS, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINATELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 02/08/2015 End 02/08/2015

SIGNATURE 

DATE 2/9/2015




 NOTARY SIGNATURE

THIS IS NOT A STATEMENT BUT A "PROOF OF PUBLICATION"
PLEASE PAY FROM BILLING STATEMENT

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 15-42

**A RESOLUTION DECLARING A REAL PROPERTY SURPLUS
AND AUTHORIZING ITS SALE**

Whereas, the City of West Jordan owns a significant parcel of real property located at 1970 West 7800 South, West Jordan, Utah (the "Property"); and

Whereas, the City Council has found that it is in the City's best interest to declare the Property surplus and to dispose of the Property; and

Whereas, the City Council is authorized to declare the Property surplus pursuant to the West Jordan Municipal Code; and

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

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

Section 1. The Property is hereby declared surplus.

Section 2. The City Manager is authorized and directed to dispose of the Property by

_____.

Section 3. This resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 25th day of February, 2015.

CITY OF WEST JORDAN

ATTEST:

By: _____
MELANIE S. BRIGGS, MMC
City Clerk

By: _____
KIM V. ROLFE
Mayor

Bryce Haderlie

From: Bryce Haderlie
Sent: Thursday, January 29, 2015 3:50 PM
To: Department Heads
Subject: Surplus Property

Dear Department Heads,

The City recently acquired the old library on 7800 South near Veteran's Memorial Park. The Council has directed staff to surplus the property. Paragraph A of City Code Section 3-1-14 requires the city manager to notify city departments of the availability of the property to see if there is a need by another department that would justify a transfer of said property.

I am writing to ask if any department has a need for the building and property? If so, please include what it would be used for, and a cost estimate to make the facility functional. The request deadline is 11:00 a.m. Wednesday February 4, 2015.

Thanks,
Bryce

Bryce Haderlie

From: Doug Diamond
Sent: Thursday, January 29, 2015 4:00 PM
To: Bryce Haderlie
Subject: RE: Surplus Property

We will eventually need some space for police office space when we grow 25 or more officers. I don't think it would really be what we need though. Otherwise no.

Thanks,

Doug Diamond
801-256-2001

From: Bryce Haderlie
Sent: Thursday, January 29, 2015 3:50 PM
To: Department Heads
Subject: Surplus Property

Dear Department Heads,
The City recently acquired the old library on 7800 South near Veteran's Memorial Park. The Council has directed staff to surplus the property. Paragraph A of City Code Section 3-1-14 requires the city manager to notify city departments of the availability of the property to see if there is a need by another department that would justify a transfer of said property.

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Thanks,
Bryce

Bryce Haderlie

From: Wendell Rigby
Sent: Thursday, January 29, 2015 5:14 PM
To: Bryce Haderlie
Subject: RE: Surplus Property
Attachments: Wendell T Rigby P E .vcf

Public Works does not have a use for it.



From: Bryce Haderlie
Sent: Thursday, January 29, 2015 3:50 PM
To: Department Heads
Subject: Surplus Property

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Thanks,
Bryce

Bryce Haderlie

From: Marc McElreath
Sent: Monday, February 02, 2015 8:10 AM
To: Bryce Haderlie
Subject: RE: Surplus Property

Fire has no need for this property.
Marc

From: Bryce Haderlie
Sent: Thursday, January 29, 2015 3:50 PM
To: Department Heads
Subject: Surplus Property

Dear Department Heads,
The City recently acquired the old library on 7800 South near Veteran's Memorial Park. The Council has directed staff to surplus the property. Paragraph A of City Code Section 3-1-14 requires the city manager to notify city departments of the availability of the property to see if there is a need by another department that would justify a transfer of said property.

I am writing to ask if any department has a need for the building and property? If so, please include what it would be used for, and a cost estimate to make the facility functional. The request deadline is 11:00 a.m. Wednesday February 4, 2015.
Thanks,
Bryce

Bryce Haderlie

From: Tom Burdett
Sent: Tuesday, February 03, 2015 6:51 PM
To: Bryce Haderlie
Subject: RE: Surplus Property

Bryce,

There are no programs that are financially feasible for Development. We appreciate you asking.

Tom

From: Bryce Haderlie
Sent: Thursday, January 29, 2015 3:50 PM
To: Department Heads
Subject: Surplus Property

Dear Department Heads,
The City recently acquired the old library on 7800 South near Veteran's Memorial Park. The Council has directed staff to surplus the property. Paragraph A of City Code Section 3-1-14 requires the city manager to notify city departments of the availability of the property to see if there is a need by another department that would justify a transfer of said property.

I am writing to ask if any department has a need for the building and property? If so, please include what it would be used for, and a cost estimate to make the facility functional. The request deadline is 11:00 a.m. Wednesday February 4, 2015.
Thanks,
Bryce

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 Wednesday, March 18, 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, March 4, 2015. Any and all inspection and investigation costs shall be borne by the Buyer. The Buyer has until 5:00 p.m. on Wednesday, March 4, 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, February 17, 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: D Erikson
Name: Dustin Erikson
Title: Executive Director

STATE OF Utah)
: SS
COUNTY OF SLCo)

On this 17th day of Feb, 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.

Tana Shepherd
NOTARY PUBLIC
Residing in Riverton County, SLC
My commission expires: 02-17-2016



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 "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° 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.

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° 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.

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 _____ day of _____, 2015.

Buyer:

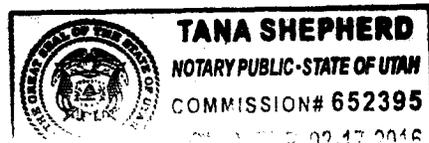
By: [Signature]
Name: Dustin Erekson
Title: Executive Director

STATE OF Utah)
: SS
COUNTY OF SLCO)

On this 17th day of Feb, 2015, personally appeared before me Dustin Erekson, 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 Riverton County, SLCo.
My commission expires: 02-17-16

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 $89^{\circ} 57' 00''$ 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.