



BOUNTIFUL

City of Beautiful Homes and Gardens

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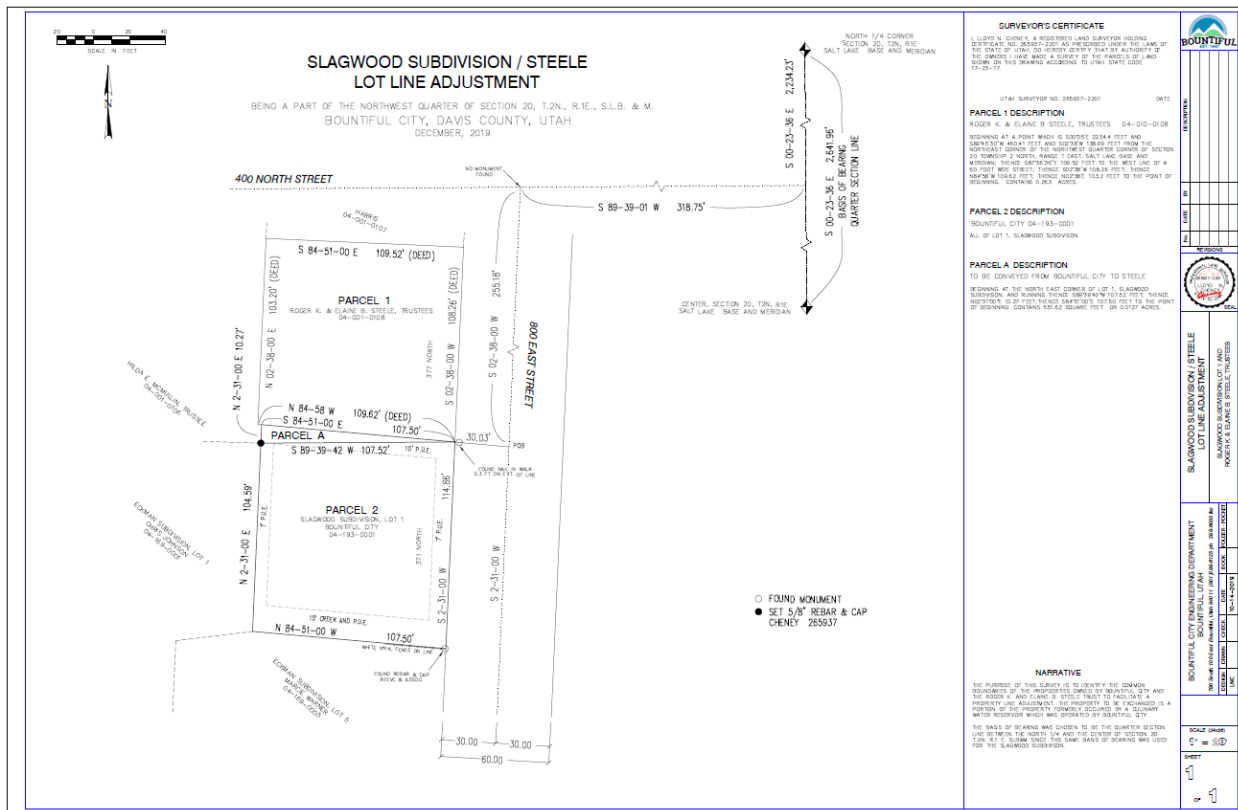
CITY MANAGER
GARY HILL

PUBLIC NOTICE
SALE OF SURPLUS PROPERTY
371 N 800 E
BOUNTIFUL, UTAH
Parcel ID 04-193-0001



Lloyd N. Cheney, P. E., P.L.S.

City Engineer | Public Works Director • Bountiful City Engineering Department
790 South 100 East • Bountiful, Utah 84010 • (801) 298-6125 • FAX (801) 298-6033
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BACKGROUND

The subject property was the former site of a culinary water reservoir which was operated by Bountiful City until approximately 1998, when it was retired from service. The site was maintained until 2018 when the reinforced concrete reservoir was removed to accommodate the disposal of excess excavated materials from a new culinary reservoir which was constructed near the intersection of 400 N and 1300 E.

Because of the timing constraints in removing old utility connections to the reservoir, a portion of the reservoir wall was not removed, and was left in-place. This 20 ft (±) long remnant is located immediately south of the new sewer and culinary water laterals at the approximate back of the existing sidewalk. Native sands and gravels were used to back fill the reservoir void. These materials were moisture conditioned, placed and compacted in lifts to ensure proper construction standards were met. Conventional nuclear density testing methods were used to verify the results of the restoration effort. Density testing results are available upon request. The site has been graded to accommodate a single family residence of conventional construction with a walk-out basement to the rear of the lot. A new sewer lateral and culinary water service have been installed, and the locations are marked on the site. The site has an existing secondary water irrigation service.

The official designation of the parcel is Lot 1 of the Slagwood Subdivision. The original configuration of the property was modified in December, 2019 to accommodate the existing improvements and use by adjacent property owners. The parcel meets all requirements of the Bountiful City R-4 Single Family Residential Zone.

PROCESS

Bountiful City will accept purchase proposals from interested parties until 12:00 pm March 16, 2020. Proposals shall be delivered to the office of the City Engineer located at 150 N Main St, Suite 103. The following process will be followed:

A. PROPOSALS TO BE SUBMITTED

1. Each proposal shall be submitted on a completed Utah Real Estate Purchase Contract (Utah REPC) form.
2. The following information is required and shall be submitted with the Utah REPC:
 - a. Name of the person (or persons) submitting the proposal.
 - b. Contact information for the person(s), including mailing address, phone number and email address.
 - c. Proposed purchase amount.
 - d. Proposed Deadline for Closing.
 - e. Earnest Money Deposit Amount.*
 - f. Description of the intended use and timeline for construction/development/improvement.

*The Earnest Money Deposit is required to be submitted to the City within 24hours of the City's acceptance of the proposal and is a guarantee that the purchaser will complete the sale within 30 days of the City's acceptance, or as agreed by the parties.

B. EVALUATION

1. Bountiful City will evaluate the purchase proposals, and notify the selected party. Proposals will be evaluated on the required criteria listed above. The City reserves the right to determine and select the proposal which best meets the City's requirements and to correct, redact or amend any information on the Utah REPC which does not accurately represent the nature of the property or the conditions of the sale. Corrections or clarifications to the Utah REPC will be discussed with the party who has submitted the purchase proposal. The City may reach out to any party making a proposal for additional or clarifying information regarding the proposal. The City may, in its sole discretion, reject any or all proposals.

C. NOTIFICATION

1. Bountiful City will notify the parties within 24 hours of determining the preferred proposal. The preferred proposal will be notified by telephone, all others will be notified by email.

D. CONDITIONS OF SALE

1. The following specific requirements are conditions of the sale of the property:

- a. Within 1 (one) year of the transfer of Title, the buyer will agree to perform 1 (one) of the following actions to improve the property:
 1. Install an automatic sprinkling system and fully landscape the property.
 2. Submit a Building Permit to the City for construction of a new Single Family Residence and begin construction within 30 days of issuance of the Building Permit.
2. Bountiful City intends to complete the sale of the property within 30 days of the acceptance of the proposal or receipt of the Earnest Money Deposit, or by a later deadline established by the agreement of the parties.
3. The Culinary Water Impact fee of \$1,838.00 will be assessed with the Building Permit Fee and will be in addition to the proposed purchase price.
4. All other impact or connection fees are the responsibility of the purchaser.

All questions related to the sale of this property should be directed to the City Engineer.

Bountiful City Engineering Department



Lloyd N. Cheney, P.E.
City Engineer | Public Works Director

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. The REPC may be executed in counterparts. Signatures on any of the Documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

- (a) **Seller Disclosure Deadline** _____ (Date)
- (b) **Due Diligence Deadline** _____ (Date)
- (c) **Financing & Appraisal Deadline** _____ (Date)
- (d) **Settlement Deadline** _____ (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: _____ [] AM [] PM Mountain Time on _____ (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature) (Date) (Buyer's Signature) (Date)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.
- COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.
- REJECTION:** Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE SEPTEMBER 1, 2017. AS OF JANUARY 1, 2018, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.