

REQUEST FOR COUNCIL ACTION

SUBJECT: Real Estate Purchase and Sale Agreement between A.M.I. Associates and the City of West Jordan.

SUMMARY: A.M.I. Associates owns land located at 7961 South 1300 West in West Jordan. The attached Real Estate Purchase and Sale Agreement authorizes the City to purchase a portion of this property for the City's Jordan River Trail connector project.

FISCAL AND/OR

ASSET IMPACT: The purchase price is \$80,300, plus up to \$1,500.00 in closing costs.

STAFF RECOMMENDATION:

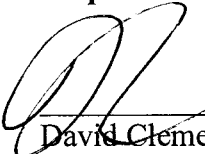
Staff recommends approval.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 19-162, authorizing the Mayor to execute the attached Real Estate Purchase and Sale Agreement between A.M.I. Associates and the City of West Jordan, and authorizing the City's Real Property Administrator to sign all documents necessary to close the transaction."

Roll Call vote required

Prepared and to be Presented by:


David Clemence
Real Property Administrator

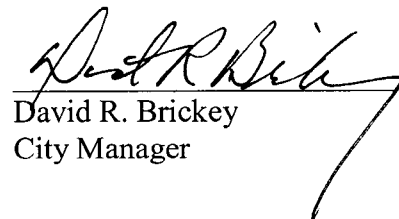
Recommended by:


Scott Langford
Community Development Director

Reviewed for Legal Sufficiency:


City Attorney's Office

Authorized for Council Consideration:


David R. Brickey
City Manager

BACKGROUND DISCUSSION:

The City Council previously approved a public recreation trail project that allows construction of a trail from the Gardner Village Trax Station to the existing Jordan River Trail (the "Project"). In order to construct the Project, however, it is necessary for the City to acquire property from the UTA, A.M.I. Associates and Rocky Mountain Power. The City Council approved the UTA permit on May 22, 2019 under Resolution No. 19-105, and City staff intends to bring the Rocky Mountain Power Agreement to Council for approval in September.

The attached Real Estate Purchase and Sale Agreement with A.M.I. is the center piece of the Project and is the end result of negotiations between City staff and the property owner, and it complies with City policies.

Attachments:

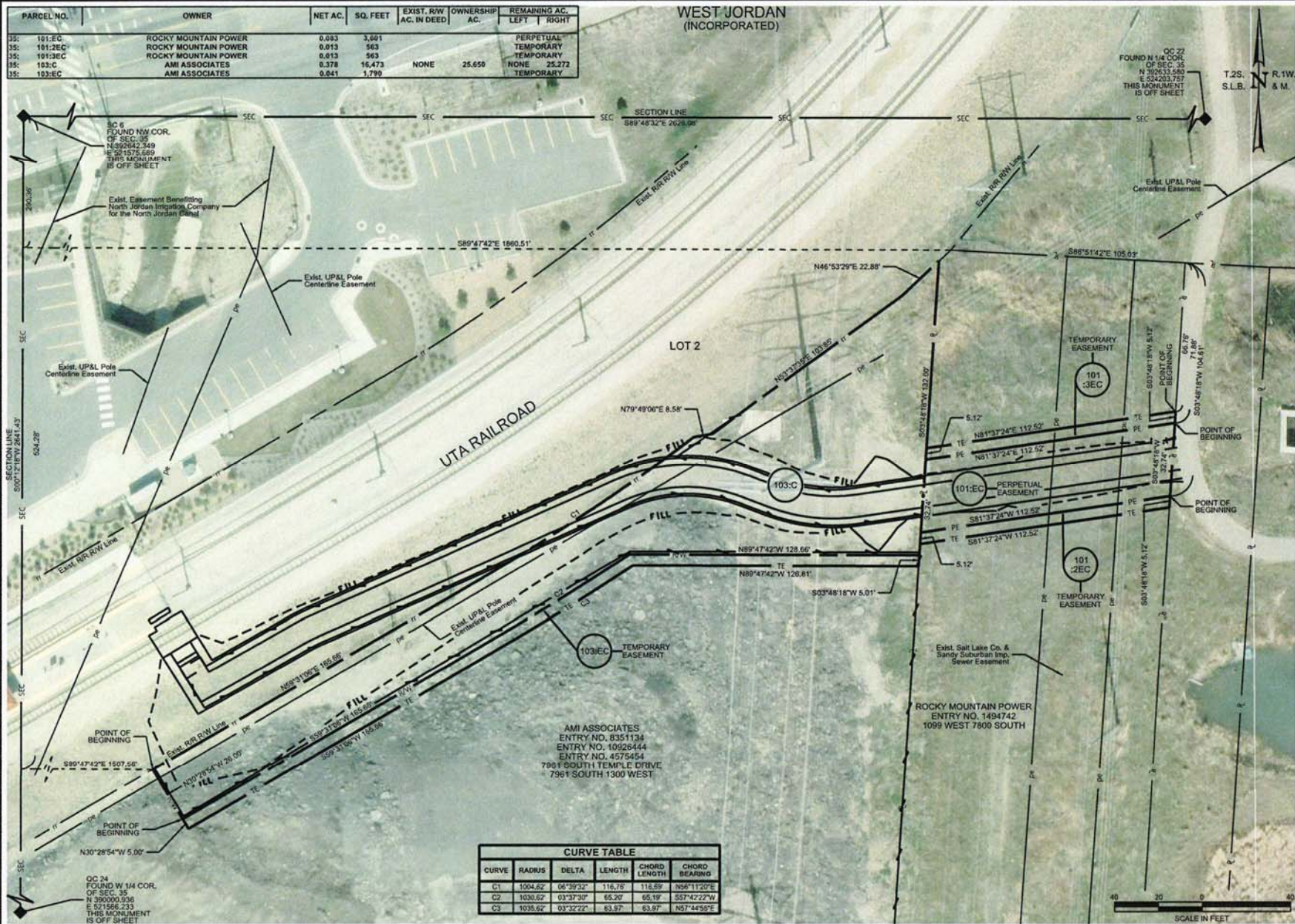
Resolution

Real Estate Purchase and Sale Agreement

Area Reference Map

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	RIGHT
15: 101-EC	ROCKY MOUNTAIN POWER	0.083	3,601				PERPETUAL
15: 101-2EC	ROCKY MOUNTAIN POWER	0.013	563				TEMPORARY
15: 101-3EC	ROCKY MOUNTAIN POWER	0.013	563				TEMPORARY
15: 103-C	AMI ASSOCIATES	0.378	16,473	NONE	25.650	NONE	25.272
15: 103-EC	AMI ASSOCIATES	0.041	1,790				TEMPORARY

WEST JORDAN
(INCORPORATED)



CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	1004.62	06°39'32"	116.76	118.59	N56°11'20"E
C2	1030.62	03°37'30"	65.20	65.19	S57°42'22"W
C3	1035.62	03°32'22"	83.87	83.97	N57°44'55"E

SALT LAKE COUNTY		JORDAN RIVER TRAIL -		UTAH DEPARTMENT OF TRANSPORTATION		REVISED	
PROJECT		GARDNER VILLAGE TRAX STATION		REGION 2 - MERIDIAN ENGINEERING, INC.			
PROJECT NUMBER		F-L C35(219)		APPROVED			
		PH 11087		DRAWN BY GKD			
				CHECKED BY JCB			
				DATE 10/03/2018			
				PROJECT LEAD AND SIGNATURE		APPROVED BY	
				RIGHT-OF-WAY PLAN		DATE	
						REMARKS	

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19-1162

**A RESOLUTION AUTHORIZING THE CITY TO PURCHASE REAL PROPERTY
FROM A.M.I. ASSOCIATES**

Whereas, the City Council of the City of West Jordan has reviewed the attached Real Estate Purchase and Sale Agreement between A.M.I. Associates and the City of West Jordan; and

Whereas, the City Council desires that the attached Agreement be executed by the Mayor;
and

Whereas, the Mayor is authorized to execute the attached Real Estate Purchase and Sale Agreement pursuant to the Utah State Code.

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

Section 1. The Mayor is authorized to execute the attached Real Estate Purchase and Sale Agreement after it has been approved as to legal form by the City Attorney.

Section 2. The City's Real Property Administrator is authorized to act on behalf of the City while closing the transaction, with the right and authority to sign all documents necessary as part of said closing.

Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 27th day of August 2019.

CITY OF WEST JORDAN

ATTEST:

By: _____
JIM RIDING, Mayor

JAMIE BROOKS
Interim City Recorder

Res. 19-162

Voting by the City Council

"YES"

"NO"

Council Member Chad Lamb

Council Member Kayleen Whitelock

Council Member Chris McConnehey

Council Member Dirk Burton

Council Member Zach Jacob

Council Member Alan Anderson

Mayor Jim Ridding

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Purchase Agreement, dated the _____ day of _____, 2019, is by and between A.M.I. ASSOCIATES, a Utah general partnership ("Grantor"), whose address is PO Box 5, West Jordan, Utah 84084, and the City of West Jordan, a Utah municipal corporation ("City"), whose address is 8000 South Redwood Road, West Jordan, Utah 84088.

RECITALS

A. Grantor is the owner of approximately 32.15 acres of certain real property located at 7961 South 1300 West in West Jordan City, Salt Lake County, State of Utah (the "Property" or "Remainder Parcel").

B. City has determined that approximately 0.378 acres of the Property, legally described in the attached Exhibit "A", is necessary for a public trail from the Gardner Village Trax Station to the Jordan River for the recreational use of its residents (the "Parcel").

C. City has determined that approximately 0.041 acres of the Property, legally described in the attached Exhibit "B", is temporarily necessary for the construction of the public trail (the "Easement").

D. Grantor operates an asphalt materials recycling company on the Property.

E. Grantor and City (also referred to individually as a "Party" or collectively as the "Parties") have agreed to a purchase and sale of the Parcel pursuant to the terms and conditions of this Agreement.

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 this Agreement and are made a part hereof.

2. Purchase Price. City agrees to pay Grantor the total sum of EIGHTY THOUSAND THREE HUNDRED and 00/100 DOLLARS (\$80,300.00) for the purchase of interests in real property by Warranty Deed and temporary Easement and any and all claims, losses or damages of Grantor arising from City's purchase of the Parcel and temporary Easement, including but not limited to severance damages. Payment shall constitute full compensation for the following improvements affected by City's purchase of the property: all existing improvements, including but not limited to trees, fences, structures, irrigation facilities and landscaping; provided, however, Grantor shall retain ownership to any asphalt materials currently located on the Parcel and Easement, but Grantor agrees to remove said materials prior to October 1, 2019.

3. Conveyance of Title. At Closing, City shall receive its right, title and interest in the Parcel by Warranty Deed and the Remainder Parcel by Easement, and the Parcel shall be free and

clear of all liens and encumbrances, subject only to the following: a) those matters identified as public records by the Salt Lake County Recorder and deemed acceptable to City; and b) those matters identifiable by viewing the Property.

4. Possession and Closing. Possession shall be given to the City on the date of closing. Closing shall be on or before December 31, 2019, or such other date as the parties shall mutually agree to in writing; provided, however, that this transaction is subject to the City successfully closing a similar transaction on the same Project with Rocky Mountain Power (RMP). If City does not close the RMP transaction by December 31, 2019, this contract shall be void and shall have no force or effect unless mutually agreed to by Addendum.

5. Closing Costs.

- a. City shall pay all costs for the issuance of any title insurance policy and/or endorsements the City wishes to obtain at the time of closing. City shall also pay all escrow or closing fees, including any recording fees, document fees, or other fees assessed by the Title Company.
- b. Grantor shall pay any monetary liens that may be assessed against the Parcel and any attorney fees incurred by Grantor as a result of this transaction.

6. Broker's Commission. No broker or finder has been used for this transaction; therefore, no commissions are due.

7. Inspection Rights. City has had full opportunity to inspect and investigate the Parcel to its satisfaction. City is fully satisfied with the condition of the Parcel and has agreed to accept the Parcel in its present "as-is" condition. Grantor makes no representation or warranties as to the condition of the Parcel or its suitability for City's intended use, except those representations specifically set forth herein.

8. Leases. Grantor represents that there are no written or oral leases on all or any portion of the Parcel.

9. Time is of the Essence. Time is of the essence in this contract. Grantor has until 5:00 p.m. Mountain Daylight Time on Friday, August 23, 2019, to cause this instrument to be fully executed and returned to City, posted to the name and address listed below:

Amy McKennon
Asst Real Property Administrator
City of West Jordan, Utah
8000 South Redwood Road
West Jordan, Utah 84088

10. Effect of Agreement. Nothing in this Agreement shall be construed to relieve Grantor or City of any obligations imposed by Federal, State or local laws, ordinances, regulations or standards.

11. Assignment. This Agreement shall not be assigned by either Party.

12. 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 this Agreement, 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.

13. Controlling Law, Jurisdiction, Venue. This Agreement shall be governed by the laws of the State of Utah. The venue shall be in Salt Lake County, Utah.

14. Entire Agreement. This Agreement shall constitute the entire agreement between Grantor and City and supersedes all prior written or oral agreements, representations, promises, inducements, or understandings between the Parties with regard to this transaction. Any modification of this Agreement 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.

15. Advice of Counsel. The Parties confirm, represent and warrant that they (a) have carefully read this Agreement, (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 this Agreement as a voluntary act, and (f) agree to be bound by and to faithfully execute the terms of the Agreement. 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 this Agreement, such waiver was made voluntarily and with full knowledge of the ramifications of such waiver.

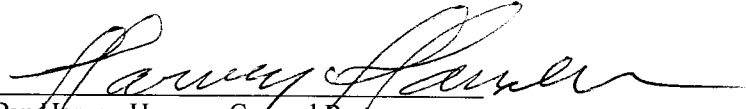
16. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and any persons or entities claiming rights by, through or under them.

17. Execution of Agreement. This Agreement shall be valid only after it has been executed by the Mayor, pursuant to authorization by the City Council, and attested by the City Recorder and approved as to legal form by the City Attorney.

[Signatures begin on next page]

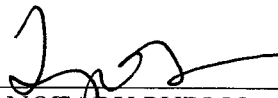
IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and year first above written.

A.M.I. Associates, a Utah general partnership


By: Harvey Hansen, General Partner

STATE OF Utah)
: SS
COUNTY OF San Juan)

On this 14 day of August 2019, personally appeared before me HARVEY HANSEN, who being by me duly sworn did say that he/she/they is/are a GENERAL PARTNER of A.M.I. ASSOCIATES, a Utah general partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held or by authority of its bylaws and signed in behalf of said partnership.


NOTARY PUBLIC



My Commission Expires: 6-15-22

Residing in San Juan County, Utah

CITY OF WEST JORDAN, UTAH

ATTEST

By: _____
Name: Jim Riding
Title: Mayor

By: _____
Name: Jamie Brooks
Title: Interim City Recorder

Dated: _____

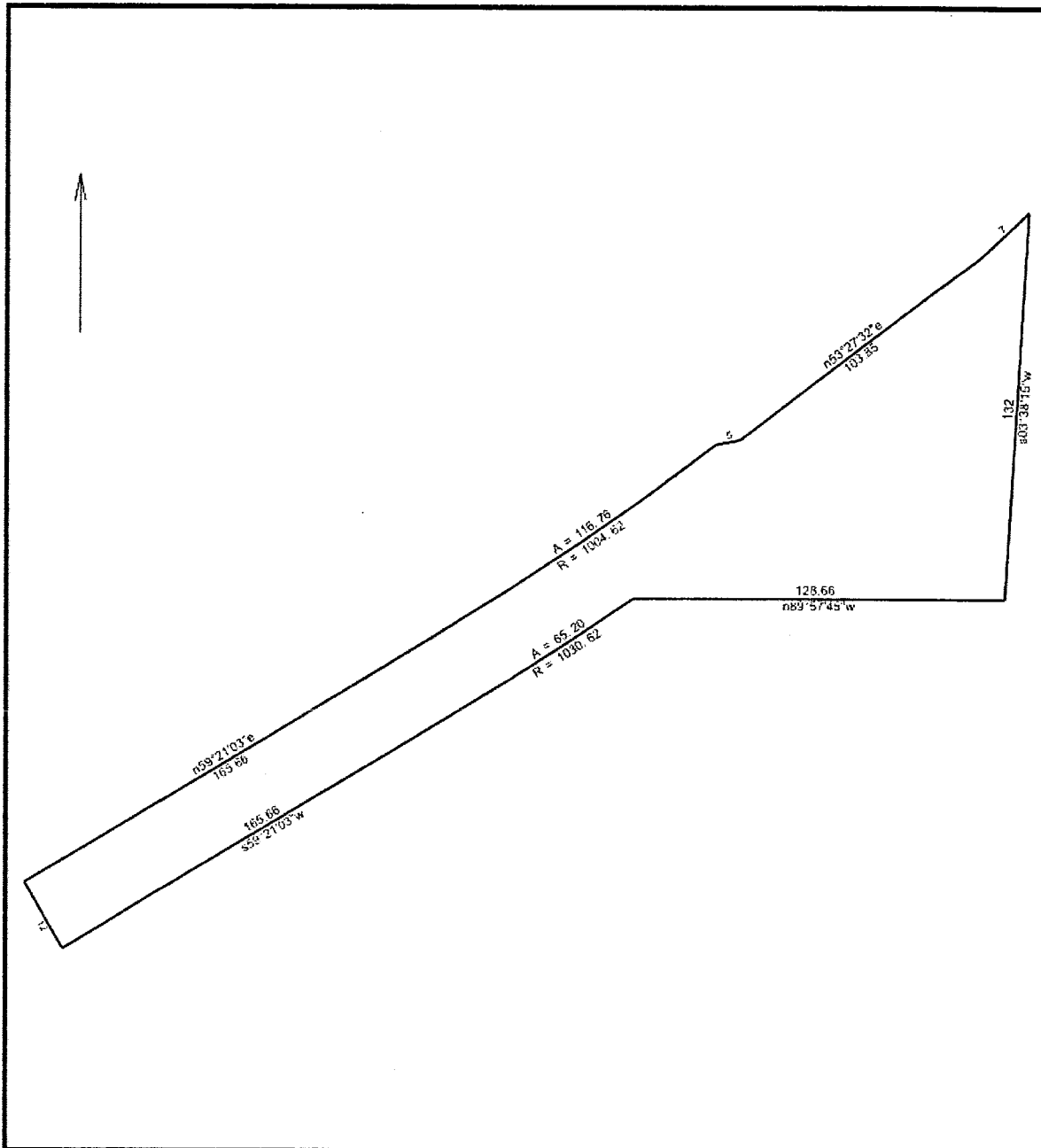
Exhibit "A"
(Purchase)

A parcel of land in fee, for the Jordan River Trail, being part of an entire tract of property in Lot 2 of Section 35, T.2S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the southerly right of way line of the Utah Transit Authority Trax Line, said point being 524.28 feet S.00°02'15"W. along the section line and 1,507.56 feet S.89°57'45"E. from the Northwest corner of said Section 35; and running thence along said southerly right of way line the following five (5) courses: (1) N.59°21'03"E. 165.66 feet to the beginning of a 1,004.62-foot radius curve to the left; thence (2) northeasterly 116.76 feet along the arc of said curve through a delta of 06°39'32" (Note: Chord to said curve bears N.56°01'17"E. for a distance of 116.69 feet); thence (3) N.79°39'03"E. 8.58 feet; thence (4) N.53°27'32"E. 103.85 feet; thence (5) N.46°43'26"E. 22.88 feet to the northeast corner of said entire tract; thence S.03°38'15"W. 132.00 feet along the easterly boundary line of said entire tract; thence N.89°57'45"W. 128.66 feet to a 1,030.62-foot radius non-tangent curve to the right (Note: Radius bears: N.34°16'27"W.); thence southwesterly 65.20 feet along the arc of said curve through a delta of 03°37'30" (Note: Chord to said curve bears S.57°32'19"W. for a distance of 65.19 feet); thence S.59°21'03"W. 165.66 feet; thence N.30°38'57"W. 26.00 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 16,473 square feet or 0.378 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°10'03" clockwise to obtain project bearings.)

Exhibit "A" cont.



Parcel 103:C

9/17/2018

Scale: 1 inch= 45 feet

File: 11097_F-LC35(219)_01F_103_C_DeedPlot.ndp

Tract 1: 0.3782 Acres (16473 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/300261), Perimeter=935 ft.

01 /s00.0215w 524.28

02 /s89.5745e 1507.56

03 n59.2103e 165.66

04 Lt. r=1004.62, delta=006.3932, arc=116.76, chord=n56.0117e 116.69

05 n79.3903e 8.58

06 n53.2732e 103.85

07 n46.4326e 22.88

08 s03.3815w 132

09 n89.5745w 128.66

10 Rt. r=1030.62, delta=003.3730, arc=65.20, chord=s57.3219w 65.19

11 s59.2103w 165.66

12 n30.3857w 26.00

Exhibit "B"
(Temporary Easement)

A temporary easement, upon part of an entire tract of property situate, in Lot 2 of Section 35, T.2S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of a trail, side treatments and appurtenant parts thereof and blending slopes, incident to the construction of the Jordan River Trail known as Project No. F-LC35(219). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point which is 524.28 feet S.00°02'15"W. along the section line and 1,507.56 feet S.89°57'45"E. and 26.00 feet S.30°38'57"E. from the Northwest corner of said Section 35; running thence N.59°21'03"E. 165.66 feet to the beginning of a 1,030.62-foot radius curve to the left; thence northeasterly 65.20 feet along the arc of said curve through a delta of 03°37'30" (Note: Chord to said curve bears N.57°32'19"E. for a distance of 65.19 feet); thence N.89°57'45"E. 128.66 feet to the easterly boundary line of said entire tract; thence S.03°38'15"W. 5.01 feet along said easterly boundary line; thence N.89°57'45"W. 126.81 feet to the beginning of a 1,035.62-foot radius non-tangent curve to the right (Note: Radius bears N.34°11'19"W.); thence southwesterly 63.97 feet along the arc of said curve through a delta of 03°32'22" (Note: Chord to said curve bears S.57°34'52"W. for a distance of 63.97 feet); thence S.59°21'03"W. 165.66 feet; thence N.30°38'57"W. 5.00 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described easement contains 1,790 square feet or 0.041 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°10'03" clockwise to obtain project bearings.)

Exhibit "B" cont.

