



A Special Regular Electronic Meeting of the West Valley City Redevelopment Agency will be held on 10/13/2020 at 6:30 PM. This meeting will be held electronically. Members of the Public and Press are invited to view the meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

DON CHRISTENSEN, CHAIR
KAREN LANG, VICE CHAIR

A G E N D A

1. Call to Order- Chair Don Christensen
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
 - A. October 6, 2020
5. Resolutions:
 - A. 20-14: Approve a Real Estate Purchase Contract for Property Located at 1752 West Research Way
6. Adjourn

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

20-14: Approve a Real Estate Purchase Contract for...

Item #:	
Fiscal Impact:	\$1,235,000
Funding Source:	RDA
Account #:	
Budget Opening Required:	

ISSUE:

Purchase 2.5+/- acres located at 1752 W. Research Way for the Redwood Crossing Area.

SYNOPSIS:

The property owner is willing to sell the 2.5+/- acres to the city. The property is located on the North side of Research way and runs along the North and West side of the University Credit Union. The RDA has the unique opportunity to purchase this property via seller financing. This opportunity will allow the RDA to acquire more land for the long-term redevelopment plans of the Redwood Crossing Area. The terms of this seller financing agreement are a \$13,000 per year payment and a 5-year balloon payment. This agreement will allow us time to bring in capital investment and a development partner before the 5-year balloon payment is due.

BACKGROUND:

The RDA is currently undergoing an extensive market study with a developer to determine the best mix of uses for redevelopment in this area in the long-term sustainability.

The strategic acquisition of this parcel, given its proximity to the TRAX stop, makes this area attractive for redevelopment and gives the RDA an opportunity to hold land, that would otherwise be developed into business condos, for a greater, larger scale mixed use redevelopment incorporating a larger vision of the entire area.

RECOMMENDATION:

Approve the purchase of the 2.5+/- acres from Redwood Office Condos, LLC located at 1752 W. Research Way.

SUBMITTED BY:

Jeff Jackson
Redevelopment Agency

WEST VALLEY CITY REDEVELOPMENT AGENCY

RESOLUTION NO. _____

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF
WEST VALLEY CITY APPROVING A REAL ESTATE
PURCHASE CONTRACT FOR PROPERTY LOCATED AT
1752 WEST RESEARCH WAY.**

WHEREAS, the Redevelopment Agency of West Valley City (hereinafter, the “Agency”) desires to obtain property located at 1752 West Research Way in furtherance of purposes set forth in the Limited Purpose Local Government Entities – Community Reinvestment Agency Act; and

WHEREAS, Redwood Road Office Condos, LLC is the owner of the property located at 1752 West Research Way and desires to sell the property to the Agency; and

WHEREAS, a Real Estate Purchase Agreement has been prepared for execution by and between the Agency and Redwood Road Office Condos, LLC, a copy of which is attached hereto and entitled “Real Estate Purchase Contract” (hereinafter, the “Agreement”), which sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the Board of Directors of the Agency does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Agency that the Agreement is hereby approved in substantially the form attached, and that the Chief Executive Officer is hereby authorized to execute said Agreement for and on behalf of the Agency, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

PASSED and APPROVED this _____ day of _____, 2020.

REDEVELOPMENT AGENCY
OF WEST VALLEY CITY

CHAIR

ATTEST:

SECRETARY

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT, herein the "Agreement," is made and entered into as of the _____ day of _____, 2020, by and between Redwood Road Office Condos, LLC, a Utah Limited Liability Company (herein the "Sellers") and the Redevelopment Agency of West Valley City, a political subdivision of the State of Utah (herein the "Buyer").

RECITALS:

- A. The Sellers own 2.5 +/- acres of property located at approximately 1752 West Research Way, in West Valley City, Salt Lake County, State of Utah
- B. (Consisting of 24 parcels), herein the "Property." The Property is depicted on the attached Exhibit "A," which is incorporated herein. For purposes of this Agreement, the term "Property" shall include the Property purchased pursuant to the terms of this Agreement and all of the Sellers' right, title, and interest in and to all leases, privileges, rights-of-way, easements, and appurtenances, and all other rights appurtenant to or connected with the beneficial use or enjoyment of the Property, including, without limitation, any of the Sellers' right, title, and interest in and to immediately adjacent public streets, roads, alleys, or rights-of-way; all mineral rights; all surveys in the Sellers' possession or control relating to the Property; and all soils and other geological or environmental studies, investigations, and reports, engineering studies and reports, wetlands information and reports, and landscaping plans and specifications in the Sellers's possession or control relating to the Property.
- B. The Sellers desire to sell the Property to the Buyer, and the Buyer desires to purchase the Property from the Sellers, upon the terms and conditions contained in this Agreement.

NOW, THEREFORE PAR FORE, in consideration of the covenants and promises contained in this Agreement, the Buyer and the Sellers agree as follows:

AGREEMENT:

- 1. **Purchase of Property.** Subject to the terms and conditions of this Agreement, the Sellers agree to sell the Property to the Buyer, and the Buyer agrees to purchase the Property from the Sellers. The Sellers hereby agree to effect this purchase and sale transaction through the use of a Special Warranty Deed, subject only to those title matters which are acceptable to the Buyer.
- 2. **Purchase Price.**

- a. Purchase Price. The Purchase Price for the Property shall be \$1,235,000.
 - b. Payment of Purchase Price. The Buyer shall execute, and the Seller shall accept, a Promissory Note in favor of the Seller at Closing in the amount of \$1,235,000 with an interest rate of .01% for up to 5 years from the date of Closing. On an annual basis, the Buyer shall pay to the Seller an interest only payment of \$12,350 for the interest accrued on the Promissory Note on or before January 31st. The first payment in the amount of \$12,350 shall be paid at Closing.
3. **Conditions to Closing.** The Closing shall not occur until each one of the following conditions precedent has been satisfied, in the Buyer's sole discretion, prior to the Closing; provided, however, that the Buyer is entitled to waive any of the conditions in writing.
 - a. Approval of Title. At the Closing, the title to the Property shall be in a condition that is acceptable to the Buyer in its sole discretion. At the Buyer's written request, the Sellers shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the Buyer.
 - b. Water Rights. The parties agree that all water rights, water shares, or stock owned by the Sellers and associated with the Property, if any, shall be conveyed to the Buyer.
 - c. Mineral Rights. The sale includes all mineral rights to the Property.
 - d. Approval. Purchase of Property is contingent upon the Redevelopment Agency of West Valley City Board approving the terms and conditions of this Agreement.
 - e. Inspection. Buyer shall have the right to perform a physical inspection (the "Inspection") of the Property at Buyers expense within 30 days from the execution of this agreement (the "Inspection Period"). Purchase of Property shall be contingent upon the results of the Inspection at Buyers sole and absolute discretion.
 - f. Loan Payments. Seller will be responsible to continue to make the loan payments until the Buyer satisfies the Promissory Note.
4. **Closing.** The term "Closing" is used in this Agreement to mean the time at which the title company records the Deed in the office of the Salt Lake County Recorder. The Closing shall occur on or before 30 days after the expiration of the Inspection Period (the "Closing Date") unless the Buyer and the Sellers mutually agree in writing to close the transaction on an alternate date.
 - a. Buyer Deliveries. On or before the Closing Date, the Buyer shall deliver the interest only payment.
 - b. Sellers Deliveries. On or before the Closing Date, the Sellers shall deliver the following to the Buyer:

- (i) The duly executed and acknowledged Special Warranty Deed in favor of the Buyer, conveying fee title to the Property, free and clear of all liens and encumbrances which are unacceptable to the Buyer.
 - (ii) Within 7 days of contract execution Sellers shall deliver to Buyer original copies of all leases, current rent rolls, 2 years of rental history, 2 years of expenses, subleases and contracts relating to the Property if any in the Seller's possession. If applicable, all such leases, subleases and contracts shall be assigned to the Buyer on the date the Promissory Note is satisfied.
 - (iii) All security deposits of current tenants, if any.
- c. Buyer's Costs. The Buyer shall pay the following items at or before the Closing:
 - (i) The Purchase Price.
 - (ii) All of the closing costs, including title insurance, escrow and recording costs.
- d. Failure to Deliver.
 - (i) If the Buyer fails or refuses to deliver the required funds at the Closing, the Sellers may, at the Sellers' option, extend the time for the Closing, or may commence an action for damages, or bring an action to compel specific performance by the Buyer. All costs shall be borne by the party incurring the cost. The Sellers expressly agree that the action for direct damages, or action for specific performance pursuant to this section shall be the Sellers's sole remedies for the Buyer's failure to perform or deliver at the Closing.
 - (ii) If the Sellers fail or refuse to deliver a valid and acceptable Deed, or such other documents as may be necessary for the Sellers to perform at the Closing, the Buyer may, at the Buyer's option, extend the time for the Closing, or may take any legal action necessary to enforce the Buyer's rights, to be made whole for damages caused by the Sellers' default, and/or to compel specific performance by the Sellers.
- e. Prorations.
 - (i) All water, sewer, and utility charges for the Property.
 - (ii) Sellers is paying the prorated 2020 General Property Taxes through the date of Closing, however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the Property, including, but not limited to rollback taxes, it is the responsibility of the Sellers to pay said

taxes since the Buyer is tax exempt.

- (iii) All levied or pending assessments affecting the Property.
- (iv) Current rents received from the Property.

The Sellers shall furnish to the Buyer sufficient information to enable the Buyer and the Sellers to make the prorations required under this Agreement.

5. Sellers's Representations, Warranties and Covenants.

- a. The parties expressly understand that each of the following representations, warranties, and covenants made herein is material, and that the Buyer is relying upon each of such representations, warranties, and covenants as true and correct as of the date on which the parties executed this Agreement and as of the Closing Date, as though such representations, warranties and covenants had been made on each of such dates. As a condition to the Closing, the Sellers hereby make the following representations and warranties, in addition to any others made in this Agreement:
 - (i) At the Closing, the Sellers will be the sole owners of the Property and will hold title to the Property in fee simple, free and clear of all encumbrances, except for those found acceptable by the Buyer including the existing cell tower lease and current mortgage with Celtic Bank.
 - (ii) The Sellers warrant that there is no pending claim, suit, or litigation that involves the Property.
 - (iii) At the Closing, there will be no unpaid bills or claims in connection with the Property.
 - (iv) Between the date of this Agreement and the Closing date, the Sellers, without the Buyer's prior written consent, shall not subject any right, title, or interest in the Property to any mortgage, pledge, lien, or other encumbrance. Further, the Sellers shall not lease or sublease the Property for a term other than month-to-month.
 - (v) This Agreement and the consummation of this transaction do not and will not contravene any provision of any judgment, order, decree, writ, or injunction, and will not result in a breach of, constitute a default under, or require consent pursuant to any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guaranty, or other instrument to which any of the persons or entities comprising the Sellers are presently a party or by which any of the same or their respective assets are presently bound or affected.

- (vi) All documents delivered to the Buyer by the Sellers pursuant to this Agreement are true, correct, and complete originals or accurate copies of originals.

To the actual knowledge of the Sellers no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or into any water systems on or below the surface of the Property, and the Property complies with all local, state, and federal hazardous waste laws, rules, and regulations.

The Sellers hereby agrees and covenant that the Purchase Price being paid by the Buyer constitutes full and adequate consideration for the Property and rights being acquired by the Buyer. The terms and conditions of this Agreement constitute a property conveyance transaction between a willing Buyer and a willing Seller at arm's length—the Seller has not entered into this Agreement as a result of any threat, promise or claim of the Buyer other than those contained herein this Agreement.

These representations, warranties, and covenants of the Sellers shall survive the Closing on the Property.

6. **Brokerage Commissions.** There shall be no brokerage commissions paid to any real estate agent or brokerage in this transaction. Further, the Sellers hereby indemnify the Buyer from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Sellers or the Sellers themselves. The Buyer hereby indemnifies the Sellers from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Buyer. The Sellers are each licensed real estate agents in the state of Utah.
7. **Additional Acts and Consideration.** Both the Buyer and the Sellers agree to execute all other documents and to do such other acts as may be reasonably necessary or proper in order to consummate the transaction contemplated by this Agreement.
8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by telecopy (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Sellers:

Redwood Road Office Condos, LLC.

Attn: Dee Hansen
5445 South Highland Dr.
Salt Lake City, UT 84117

If to the Buyer: Jeff Jackson
3600 Constitution Boulevard
West Valley City, Utah 84119
Telephone: 801-963-3473

With a copy to: Claire Gillmor
City Attorney
West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119
Telephone: 801-963-3396

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

9. **Attorney's Fees.** Should it become necessary for either party to enforce its rights under this Agreement, whether in suit or otherwise, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorney's fees and costs, in addition to any other relief to which the party attempting to enforce its rights hereunder may be entitled.
10. **Modification.** Neither party to this Agreement may amend or modify this Agreement, except in a writing executed by the parties hereto.
11. **Risk of Loss.** If, prior to the Closing Date, the Property or any portion thereof is damaged by fire, acts of God, or other casualty or cause, the Buyer shall have the right to terminate this Agreement and the Earnest Money shall be refunded to Buyer.
12. **Entire Agreement.** The parties expressly agree that this Agreement and the exhibits attached hereto constitute the full and complete understanding and agreement of the parties, and that this Agreement supersedes all prior understandings, agreements, and conversations between the parties, whether oral or written. Any prior negotiations, correspondence, or understandings related to the subject matter of this Agreement shall be deemed to be merged into this Agreement and the attached exhibits.
13. **Severability.** If any term or provision of this Agreement is invalid or unenforceable for any reason whatever, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
14. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original for all purposes, but all of which shall constitute but one and the same instrument.
16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.
17. **Assignability.** This Agreement shall bind and inure to the benefit of the assignees, heirs, and successors-in-interest of the Buyer and the Sellers. Neither the Buyer nor the Sellers shall assign its rights or delegate its obligations hereunder without the prior written consent of the other.
18. **Time of the Essence.** Time is of the essence with respect to the performance of the parties under this Agreement.
19. **Waiver.** A waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.
20. **Agency Discloser.** Sellers (Dee Hansen and Drew Menlove) are licensed real estate agents in the State of Utah.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the day and year first above written.

(Signatures follow on the next page.)

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

BUYER:

Redevelopment Agency of West Valley City

Chief Executive Officer

ATTEST:

Secretary

SELLERS:

Redwood Road Office Condos, LLC

Dee R. Hansen
Managing Member:

STATE OF UTAH _____)
: ss.
COUNTY OF SALT LAKE _____)

On this 31st day of August, 2020, personally appeared before me
Dee R. Hansen, the signer of the foregoing instrument, who duly
acknowledged to me that he executed the same.

Brynn Rose Ferguson
Notary Public

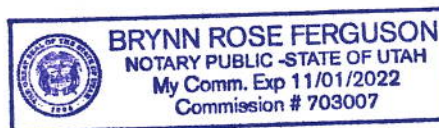


EXHIBIT "A"

Address 2770 South Redwood Rd			
	Parcel Numbers	Owners	Address
1	1522377001	Redwood Road Office Condos LLC	1750 W Research Way #101
2	1522377002	Redwood Road Office Condos LLC	1750 W Research Way #102
3	1522377005	Redwood Road Office Condos LLC	1750 W Research Way #201
4	1522377006	Redwood Road Office Condos LLC	1750 W Research Way #202
5	1522377009	Redwood Road Office Condos LLC	1756 W Research Way #101
6	1522377010	Redwood Road Office Condos LLC	1756 W Research Way #102
7	1522377011	Redwood Road Office Condos LLC	1756 W Research Way #201
8	1522377012	Redwood Road Office Condos LLC	1756 W Research Way #202
9	1522377013	Redwood Road Office Condos LLC	2728 S. Redwood Road #101
10	1522377014	Redwood Road Office Condos LLC	2728 S. Redwood Road #102
11	1522377015	Redwood Road Office Condos LLC	2728 S. Redwood Road #103
12	1522377016	Redwood Road Office Condos LLC	2728 S. Redwood Road #104
13	1522377017	Redwood Road Office Condos LLC	2728 S. Redwood Road #201
14	1522377018	Redwood Road Office Condos LLC	2728 S. Redwood Road #202
15	1522377019	Redwood Road Office Condos LLC	2728 S. Redwood Road #203
16	1522377020	Redwood Road Office Condos LLC	2728 S. Redwood Road #204
17	1522377021	Redwood Road Office Condos LLC	2712 S. Redwood Road # 101
18	1522377022	Redwood Road Office Condos LLC	2712 S. Redwood Road # 102
19	1522377023	Redwood Road Office Condos LLC	2712 S. Redwood Road # 103
20	1522377024	Redwood Road Office Condos LLC	2712 S. Redwood Road # 104
21	1522377025	Redwood Road Office Condos LLC	2712 S. Redwood Road # 201
22	1522377026	Redwood Road Office Condos LLC	2712 S. Redwood Road # 202
23	1522377027	Redwood Road Office Condos LLC	2712 S. Redwood Road # 203
24	1522377028	Redwood Road Office Condos LLC	2712 S. Redwood Road # 204