

WEST HAVEN CITY
SPECIAL COUNCIL AGENDA

May 26, 2022 5:00 P.M.
Council Chambers
4150 South 3900 West, West Haven, UT 84401

NOTICE IS HEREBY GIVEN THAT ON THURSDAY **May 26, 2022** THE COUNCIL OF WEST HAVEN CITY WILL HOLD THE FOLLOWING PUBLIC MEETINGS: **5:00 PM: SPECIAL CITY COUNCIL MEETING.** JOIN US DIGITALLY FOR THE MEETING AT [HTTPS://US06WEB.ZOOM.US/J/81581435918](https://us06web.zoom.us/j/81581435918).

1. MEETING CALLED TO ORDER: Mayor Vanderwood
2. OPENING CEREMONIES
 - A. PLEDGE OF ALLEGIANCE Councilmember Morse
 - B. PRAYER/MOMENT OF SILENCE Councilmember Saunders
3. ACTION ON RESOLUTION 13-2022-COBBLE CREEK SUBDIVISION-OPEN SPACE/TRAILS-\$225,000
4. DISCUSSION AND POSSIBLE ACTION-CONSIDERATION FOR AN AUDIT ON PERSONNEL COMPENSATION AND BENEFITS
5. DISCUSSION AND POSSIBLE ACTION-APPROVAL OF STREET PLAT DEDICATION-4700 W IN GREEN FARMS SUBDIVISION-NILSON HOMES
6. ADJOURNMENT

Emily Green

Emily Green, City Recorder

In compliance with the Americans with Disabilities Act, persons needing special accommodations, including auxiliary communicative aids and services, for this meeting should notify the city recorder at 731-4519 or by email: emilyg@westhavencity.com at least 48 hours in advance of the meeting.

CERTIFICATE OF POSTING

The undersigned, duly appointed city recorder, does hereby certify that the above notice and agenda has been posted in the West Haven City Recorder's office; at the West Haven City Complex on the Notice Board and at westhavencity.com; emailed to the Standard-Examiner with a request that it be posted in their special Wednesday night meeting section; mailed and emailed to the West Haven City Mayor and each West Haven City Council Member who has email capacity and to the city

Resolution No. 13-2022

**RESOLUTION OF WEST HAVEN CITY AUTHORIZING THE PURCHASE OF THE
PROPERTY IN COBBLE CREEK ESTATES SUBDIVISION OUTLINED IN THE
AGREEMENT SIGNED IN MARCH 2021; AUTHORIZING THE CITY MAYOR TO
SIGN THIS RESOLUTION AND TO SIGN ANY CLOSING DOCUMENTS TO
COMPLETE THE PURCHASE OF THE PROPERTY ON BEHALF OF THE CITY; AND,
PROVIDING FOR AN EFFECTIVE DATE.**

SECTION I – RECITALS:

WHEREAS, the City Council of West Haven City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, in conformance with the provisions of UCA § 10-3-717, the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, the City Council entered into an Agreement with the owner of the property involved in the proposed Cobble Creek Estates Subdivision in March 2021; and,

WHEREAS, the City Council entered into that Agreement in order to purchase approximately 3.75 acres for the purpose of preserving the slough, waterway, and for constructing a trail system across what is currently the owner's property; and

WHEREAS the City Council now desires to purchase that property according to the Agreement; and

WHEREAS, the City finds that the public convenience and necessity requires the actions herein contemplated,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Haven as follows:

SECTION II. PURCHASE:

1. At this time, the City Council of West Haven shall purchase that property outlined in the Agreement between Jack Fisher Land Co., LLC (owner of the property and designated as "Seller") and the City (designated as "Purchaser"), a copy of which is attached as Attachment A to this Resolution, and shall purchase the property at the price agreed to by the parties in the Agreement.
2. That the Mayor is authorized to sign any and all documents necessary to effect and complete the purchase of the property outlined in the Agreement, including signing all closing documents.
3. That the Mayor is authorized to sign this Resolution.

SECTION III. PRIOR ORDINANCES AND RESOLUTIONS:

The body and substance of any and all prior Resolutions, together with their specific provisions, where not otherwise in conflict with this Resolution, are hereby reaffirmed and readopted.

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

All orders, and Resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which are in conflict with any of the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION V - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative or unenforceable to any extent whatever, this Resolution and the provisions of this Resolution being deemed to be the separate independent and severable act of the City Council of West Haven City.

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the 26th day of May, 2022.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 26th day of May, 2022.

WEST HAVEN CITY

Mayor Rob Vanderwood

ATTEST:

City Recorder

ATTACHMENT “A”

Agreement between Jack Fisher Land Co. LLC and West Have City,
with attached Exhibit A – Legal Description of Property

AGREEMENT

This AGREEMENT entered this 3rd day of March, 2021, by and between HENRY WALKER LAND, LLC, a Utah limited liability company (hereinafter referred to as "Seller") and WEST HAVEN CITY, a municipal corporation existing under the laws of Utah (hereinafter referred to as "Purchaser").

WITNESSETH

WHEREAS, Seller is under contract to purchase that certain real property and improvements located within West Haven City, Weber County, State of Utah, the exact legal description of which is attached as Exhibit "A"; and

WHEREAS, Purchaser is desirous of acquiring said real property and improvements for the purpose of preserving a slough, waterway, and constructing a trail system on what is currently Seller's property; and

WHEREAS, Seller is willing to sell said real property and improvements to Purchaser upon the terms and provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Seller and Purchaser agree as follows:

1. **Sale and Purchase.** Seller agrees to sell and Purchaser agrees to purchase, subject to the terms and conditions contained herein, that certain real property and improvements located in West Haven City, Weber County, State of Utah, more specifically described on the attached Exhibit "A" (hereinafter referred to as the "Property"). The property

constitutes approximately 3.75 acres. Seller shall convey the Property to Purchaser by a standard Warranty Deed, free of all liens and encumbrances, unless otherwise agreed to and accepted by the Purchaser as hereinafter provided.

2. **Purchase Price.** The purchase price for the Property shall be the sum of two hundred and twenty-five thousand dollars (\$225,000.00) payable by Purchaser to Seller, which represents sixty thousand dollars (\$60,000.00) per acre for approximately 3.75 acres. The purchase price shall be paid as follows:
 - a. the sum of two hundred and twenty-five thousand dollars (\$225,000.00) shall be paid to Seller at a Closing date to be designated by the parties.
3. **Condition of Property.** The Property shall be sold and conveyed to Purchaser in "AS IS" condition.
4. **Due Diligence Period.** The parties agree that the Purchaser shall have a period of 30 days from the date of signing of this Agreement in which to conduct any evaluations and/or investigations with regard to the Property and the suitability of the Property for the Purchaser's needs (hereinafter referred to as the "Due Diligence Period"). Any evaluations or investigations conducted by the Purchaser shall be at the Purchaser's own cost and expense. During the Due Diligence Period the Purchaser and/or its agents shall, upon reasonable notice to Seller, be allowed by Seller to enter in and upon the Property for the purposed of conducting evaluations and/or investigations. The Purchaser agrees to indemnify and hold Seller harmless from any and all injuries or damages occurring as a result of such evaluations and/or inspections on the Property. In the event the Purchaser determines, as a result of its evaluations and/or investigations, that the Property is not

suitable for the Purchaser's needs, the Purchaser shall have the right to terminate this Agreement.

5. **Survey.** The Seller already has had a survey completed of the Property and has provided that to Purchaser. Except for the survey that Seller disclosed to Purchaser, Purchaser shall have no further obligation to update, amend, or certify such survey for Seller's benefit.
6. **Closing.** The closing on the sale of the Property shall occur within 30 (thirty) days after the following two conditions have been met: the Cobble Creek Subdivision has received final approval from the West Haven City Council and the subdivision plat has been recorded. The Closing shall take place at such location as the parties may agree, at which time the following shall occur:
 - a. Purchaser shall pay and deliver to Seller the sum of two hundred and twenty five thousand dollars (\$225,000.00);
 - b. Seller shall execute and deliver to Purchaser a Warranty Deed conveying fee title of the Property to Purchaser; and
 - c. Seller and Purchaser shall execute and deliver to each other any and all other documents required by this Agreement.

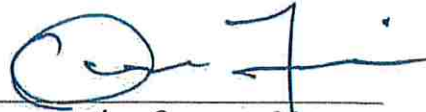
Notwithstanding the foregoing, if Seller's existing contract with the current owner of the Property is terminated for any reason prior to Seller consummating the purchase of the Property thereunder, then this Agreement shall automatically be terminated and of no further force and effect, and neither party shall have any further rights, duties or obligations hereunder (except any that expressly survive Closing).

7. **Transfer of Ownership and Possession of the Property.** After Closing, title shall be conveyed by Seller to Purchaser by Warranty Deed. All taxes and expenses for the Property shall be pro-rated as of the date of the Closing. Any escrow and closing costs shall be paid by the Purchaser.
8. **Notices.** All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by facsimile or sent by postage pre-paid by registered, certified, or express mail or by reputable overnight courier service, and shall be deemed given when so delivered by hand or by facsimile or, if mailed, three days after mailing as follows:
- If to Seller: Henry Walker Land, LLC
1216 W. Legacy Crossing Blvd Suite 300
Centerville, Utah 84014
- If to Purchaser: Attn: Matthew Jensen, City Manager
4150 South 3900 West
West Haven, UT 84401
9. **Entire Agreement.** This Agreement, along with any exhibits hereto constitute the entire agreement and understanding among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings related to the subject matter. No party shall be liable or bound to any other party in any matter by any representations, warranties, covenants, or agreements relating to such subject matter except as specifically set forth herein.
10. **Attorneys Fees and Costs.** A party in breach of this Agreement shall, on final determination indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal fees, incurred by such other party by reason of

the enforcement and protection of its rights under this Agreement. The payment of such expenses is in addition to any other relief to which such other party may be entitled.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall be effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties.
13. **Partial Invalidity.** If any provisions of this Agreement or any portion thereof or the application of any such provision or any portion thereof to any person or circumstance shall be held invalid, illegal, and unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, or the remaining portion thereof or the application of such provision to any other persons or circumstances.
14. **Applicable Law.** This Agreement shall be interpreted according to the laws of the State of Utah. If any disputes regarding this Agreement arise to the level of litigation, then the venue for such litigation shall be the Second District Court in Weber County, Utah, or the Utah District of the Federal Court.
15. **Assignment.** This Agreement may not be assigned by either party without the written consent of the other party; provided, however, that Seller may freely assign all of its rights, duties and obligations hereunder without further consent from Purchaser to any successor in interest of the Property or to any assignee of Purchaser's purchase contract with the existing owner.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date above given.



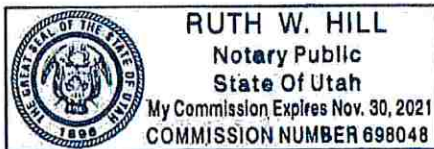
Representative, Owner, or Manager
Henry Walker Land, LLC
1216 W. Legacy Crossing Blvd Suite 300
Centerville, Utah 84014

STATE OF UTAH)
:SS
COUNTY OF DAVIS)

On the 3rd day of MARCH, 2021 personally appeared before me the Representative, Owner or Manager of Henry Walker Land, LLC and that they had the authority and executed this Agreement in their authorized capacity, and that this document was executed on behalf of said LLC.



Notary Public

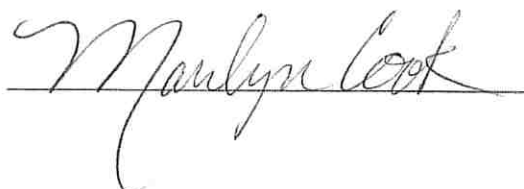


West Haven City

By Sharon Bolos
Its Mayor

STATE OF UTAH)
:SS
COUNTY OF Weber)

On the 3rd day of March, 2021 personally appeared before me Sharon Bolos, who being by me duly sworn did say that they had the authority and executed this Agreement in their authorized capacity for West Haven City, and that this document was executed on behalf of said West Haven City.



Notary Public

EXHIBIT "A"

A LEGAL DESCRIPTION FOR PARCEL 1 (3.75AC)

A PORTION OF LAND THAT IS LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT THAT IS NORTH 89°12'56" WEST ALONG THE QUARTER SECTION LINE 660.00 FEET AND NORTH 00°47'04" EAST 714.82 FEET FROM THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 87°34'08" WEST 242.01 FEET; THENCE NORTH 81°15'08" WEST 189.08 FEET; THENCE NORTH 76°22'05" WEST 236.76 FEET; THENCE NORTH 00°47'04" EAST 189.39 FEET; THENCE SOUTH 89°12'56" EAST 660.00 FEET; THENCE SOUTH 00°47'04" WEST 275.18 FEET TO THE POINT OF BEGINNING.
CONTAINS 163,297 SQ/FT OR 3.75 ACRES