



CITY OF NORTH SALT LAKE

CITY COUNCIL MEETING - SPECIAL NOTICE & AGENDA JULY 8, 2021 4:00 pm

Posted July 7, 2021

Notice is given that the City Council of the City of North Salt Lake will hold a special meeting via Zoom videoconference at **4:00 pm** on **JULY 8, 2021**. The host location will be City Hall, 10 East Center Street, North Salt Lake, Utah. The public can view the meeting electronically via Zoom link below.

The following items of business will be discussed; the order of business may be changed as time permits.

SPECIAL SESSION - 4:00 p.m.

1. Consideration of **Resolution 2021-26R**: a resolution authorizing the City Manager to execute Real Estate Purchase Agreement (**2021-23A**) and all documents related to the purchase of home and property located at 93 N. Main Street, North Salt Lake, Utah.
2. Adjourn

The public is invited to attend all public meetings. This meeting will be held electronically via Zoom, with joining information below:

NSL Staff is inviting you to a scheduled Zoom meeting.

Topic: 7-8-21 NSL City Council Meeting
Time: Jul 8, 2021 04:00 PM Mountain Time (US and Canada)

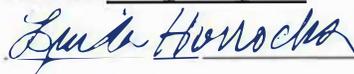
Join Zoom Meeting
<https://us02web.zoom.us/j/82123568144?pwd=V3ZRe3prVEFZeVRjeW9aZ1NlOEhJOT09>

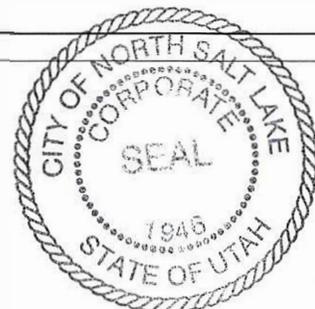
Meeting ID: 821 2356 8144
Passcode: 480990
One tap mobile
+13462487799,,82123568144#,,,,*480990# US (Houston)
+16699006833,,82123568144#,,,,*480990# US (San Jose)

Notice of Posting:

I, the duly appointed City Recorder for the City of North Salt Lake, hereby certify that the foregoing agenda was posted on the Utah Public Notice website, at city hall, and sent to the required newspapers this 7th day of July 2021.

Dated this 7th day of July 2021.







CITY OF NORTH SALT LAKE

10 East Center Street
North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

Len Arave
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: July 8, 2021

SUBJECT: Consideration of Resolution 2021-26R: A resolution authorizing the City Manager to execute Real Estate Purchase Agreement (2021-23A) and all documents related to the purchase of the home and property located at 93 North Main Street, North Salt Lake, Utah.

RECOMMENDATION

I recommend approval of Resolution 2021-26R authorizing the City Manager to execute Real Estate Purchase Agreement (2021-23A) and all documents related to the purchase of the home and property located at 93 North Main Street, North Salt Lake, Utah.

BACKGROUND

As we discussed in a recent closed executive session of the City Council, we have negotiated the purchase of property located at 93 North Main Street. This parcel is one of the properties planned for future expansion of Hatch Park. The purchase price for the property is \$375,000 and any associated closing costs. The attached resolution is the official approval of the City Council for the property purchase. The resolution also designates that the City Manager is authorized to sign the closing documents for this transaction. The delegation of signing authority is for efficiency in completing the transaction which is critically important to the Seller in this case.

PROPOSED MOTION

I move that the City Council of the City of North Salt Lake approve Resolution 2021-26R, a resolution authorizing the City Manager to execute a Real Estate Purchase Agreement and all other documents related to the purchase of the home and property located at 93 North Main Street, North Salt Lake, Utah.

W 150 N

Northtown

93 North Main

Hatch Park

Main St

300 ft



Google Earth

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REAL ESTATE PURCHASE AGREEMENT

AGR 2021-23A

This Real Estate Purchase Agreement ("Agreement") is made and entered into as of the ___ day of _____ 2021, by and between Karen A Redd - Trustee, as Seller, and the City of North Salt Lake, a Utah Municipal Corporation, as Buyer.

1. Purchase and Sale of Property. Buyer hereby agrees to purchase and Seller hereby agrees to sell that certain improved real property located generally at 93 North Main Street consisting of approximately 0.26 acres of property in North Salt Lake, Utah, as more particularly described in Exhibit "A" attached hereto (the "Property"), on the terms and conditions set forth in this Agreement.

2. Purchase Price. The Purchase Price for the Property is \$375,000.00 all of which shall be paid on closing.

3. Additional Consideration.

Sale is contingent on approval from the North Salt Lake City Council via Resolution. A special City Council meeting has been scheduled for July 8, 2021 to consider this item.

Buyer agrees to sign a lease with Karen A Redd on a month-to-month basis, not to extend past December 31, 2021.

4. Non-Contingent Transaction. Except as otherwise specifically set forth in this Agreement, the purchase of the Property by Buyer is not conditioned or contingent upon Buyer's approval of any inspection, test or evaluation of the Property, any appraisal or other report concerning the Property, any governmental approval relating to the Property, or any act or event under the control of any third party.

5. Closing and Closing Costs. This transaction shall be closed on July 26, 2021 (the "Closing" or the "Closing Date"), through First American Title Company, (the "Closing Office"). Upon demand, Buyer and Seller shall deposit with the closing office all documents necessary to complete the purchase and sale of the subject property in accordance with this Agreement. Closing shall occur when: Buyer and Seller have signed and delivered to each other all documents required by this Agreement; the monies required to be paid under this Agreement have been delivered to the closing office in the form of wire transfer; and all required documents have been recorded. Buyer shall pay any fee charged by the Closing Office to act as escrow holder for this transaction. Real estate taxes shall be prorated through the Closing Date. Buyer shall pay such other closing costs, such as recording fees, as is customary in Davis County, Utah, for real estate transactions.

6. Representations and Warranties.

(a) Seller hereby represents and warrant, as follows:

- (i) Seller has full power and authority to execute and deliver this Agreement and to sell the Property to Buyer on the terms and conditions set forth herein. The person or persons signing this Agreement on behalf of Seller have full power and authority to bind Seller to the terms of this Agreement.
- (ii) Seller has fee title to the subject property and will convey good and marketable title to Buyer at the Closing by General Warranty Deed free of all liens, encumbrances and restrictions.

(b) Buyer represents and warrants that Buyer has full power and authority to execute and deliver this Agreement and to purchase the Property from Seller on the terms and conditions set forth herein. The person or persons signing this Agreement on behalf of Buyer have full power and authority to bind Buyer to the terms of this Agreement.

7. Unavoidable Delay; Time is of the Essence. In the event that this sale cannot be closed by the Closing Date, or any act performed within the time period provided herein, solely due to the interruption of transport, strikes, fire, flood, extreme weather, government regulations, acts of God, or similar occurrences beyond the control of Buyer and Seller, then the Closing Date or such other time period provided herein shall be extended beyond the cessation of such condition, but in no event by more than three (3) days of such cessation. Thereafter, time is of the essence. Other than as stated in this paragraph, all extensions of time must be agreed to in writing by the parties.

8. Possession. Seller shall deliver possession of the Property immediately upon closing unless otherwise specifically agreed in writing.

9. Right of Entry. Buyer shall have the right to enter and inspect the Property, prior to the closing, only by appointment and agreement with the Seller.

10. Complete Agreement - No Oral Agreements. This Agreement constitutes the complete and entire agreement between the parties and supersedes and cancels any and all prior negotiations, representations, warranties, understandings or agreement between the parties. There are no oral agreements which modify or affect this Agreement. This Agreement cannot be changed, altered, modified or amended except by mutual written agreement of the parties.

11. Agreement Not Assignable By Buyer. Buyer shall have no right to assign its rights or duties under this Agreement without the prior written consent of Seller first had and obtained. Any attempted assignment by Buyer shall render this Agreement void.

12. No Brokerage. Neither Buyer nor Seller are represented by a real estate broker in this transaction and each party agrees to indemnify and hold harmless the other from any claims, cost and expense, including attorney's fees, made through such party against the other for a real estate brokerage commission or other fee related to this transaction.

13. Notices. All notices under this Agreement shall either hand delivered or be sent by certified mail, return receipt requested, addressed as follows:

If to Buyer: City Manager
City of North Salt Lake
10 East Center Street
North Salt Lake, Utah 84054

If to Seller: Karen A Redd – Trustee
93 North Main Street
North Salt Lake, Utah 84054

14. Default: Attorney's Fees. Both parties agree that should either party default in any of the covenants and agreements herein contained, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing or terminating this Agreement, or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

15. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Utah without regard to its conflicts o flaws provisions.

16. Survival. Except as otherwise provided herein, all covenants, agreements, representations and warranties set forth in this Agreement shall survive the Closing and shall not merge into any deed, assignment or other instrument executed or delivered pursuant to this Agreement.

Executed by Buyer and Seller as of the date first above written.

Seller

STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2021, personally appeared before me Karen A Redd - Trustee, the signer(s) of this instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

CITY OF NORTH SALT LAKE

BY ITS MANAGER

Attest:

CITY RECORDER

STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2021, personally appeared before me Ken Leetham, the Manager of the City of North Salt Lake, and Linda Horrocks, the City Recorder, the signers of the within instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

EXHIBIT "A"

Davis County Serial Number: 01-082-0084

Legal Description:

BEG ON W LINE CO RD 3058.9 FT W & 627.1 FT N OF S 1/4 COR SEC 1-T1N-R1W, SLM; TH W 172.48 FT; TH S 67.5 FT; TH E 172.48 FT TO W LINE CO RD; TH N 0°29' W 67.5 FT TO BEG. CONT. 0.26 ACRES (WENT TO 01-082-0085)