

Resolution No. RD 23-02

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF SANDY CITY APPROVING A REAL ESTATE EXCHANGE AGREEMENT WITH SANDY CITY.

WHEREAS, the Redevelopment Agency of Sandy City (the “Agency”) has been created by the Sandy City Council to transact the business and exercise all of the powers provided for by Title 17C of the Utah Code Annotated, known as the Limited Purpose Local Government Entities — Community Reinvestment Agency Act (the “RDA Act”);

WHEREAS, the Agency desires to enter into a Real Estate Exchange Agreement (the “Agreement”) with Sandy City (“City”), substantially in the form attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE REDEVELOPMENT AGENCY OF SANDY CITY:

1. The Agreement in substantially the form attached hereto and incorporated herein as **Exhibit A** is approved, and the Executive Director of the Agency is authorized and directed to execute the Agreement for and on behalf of the Agency. The Executive Director may approve any minor modifications, amendments, or revisions to the Agreement as may be in the Agency’s best interest and in harmony with the intent and purpose of the Agreement as substantially set forth in the attached **Exhibit A**.

2. This resolution takes effect upon adoption.

THIS RESOLUTION IS APPROVED AND ADOPTED on March 21, 2023.

Chair

Attest:

Secretary

REAL ESTATE EXCHANGE AGREEMENT

This Real Estate Exchange Agreement (this “*Agreement*”), dated as of March 21, 2023, is entered into by and among Sandy City, a Utah municipal corporation (“*City*”) and the Redevelopment Agency of Sandy City, a Utah political subdivision (“*Agency*”).

- A. City is the owner of the two parcels of real property known by common street address of, respectively, 59 E and 75 E Rimando Way, Sandy UT (the “*Rimando Way Lots*”). A recent independent appraisal of each of the Rimando Way Lots calculated the fair market value of the Rimando Way Lots collectively as \$385,000.00 (\$195,000.00 + \$190,000.00).
- B. Agency is the owner of the real property known by common street address of 9392 S 500 W, Sandy UT (the “*500 W Property*”). A recent independent appraisal of the 500 W Property calculated the fair market value of the 500 W Property as \$430,000.00.
- C. The parties will exchange the Rimando Way Lots and the 500 W Property, plus cash from the City to the Agency, as described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. Closing. At a “*Closing*” on a date and at a location and time mutually agreed to by the parties, using a title and escrow company selected by the Agency (the “*Title Company*”), the parties agree to contemporaneously do the following, respectively:

(a) City agrees to cause to be duly executed and delivered to the Agency a special warranty deed for the Rimando Way Lots, conveying the Rimando Way Lots to the Agency, free and clear of all monetary liens and encumbrances;

(b) City agrees to pay \$45,000.00 in immediately available U.S. funds to the Agency; and

(c) Agency agrees to cause to be duly executed and delivered to the City a special warranty deed for the 500 W Property, conveying the 500 W Property to the City, free and clear of all monetary liens and encumbrances.

(d) The Agency will deliver the 500 W Property to the City in substantially the same general condition as it was in on the date that Agency signed this Agreement. the City agrees to take the 500 W Property “as is”, where is, with all faults. This Section 1(d) shall survive closing.

(e) The City will deliver the Rimando Way Lots to the Agency in substantially the same general condition as they were in on the date that the City signed this Agreement. The City represents that the Rimando Way Lots are free of environmental hazards or contamination and, subject only to this representation, the Agency agrees to take the Rimando Way Lots “as is,” where is, with all faults. This Section 1(e) shall survive closing.

2. Owner's Policy of Title Insurance. The City will pay all title, escrow, recording, and other costs incurred under or in connection with this Agreement. Additionally, the City will arrange and pay for an owner's policy of title insurance to be issued by the Title Company to the Agency for each of the Rimando Way Lots, in the collective amount of \$385,000.00 (\$195,000.00 + \$190,000.00). The City may, if it chooses to, obtain and pay for an owner's policy of title insurance for the 500 W Property.

3. Conducting the Closing. Title Company will conduct the Closing by receiving the deeds from each of the parties, having those deeds recorded, and issuing the Owner's policy(ies) of title insurance. Taxes and assessments on each of the properties, if any, shall be prorated at the time of closing. The City will determine whether to make the Cash Payment outside of closing, directly from the City to the Agency, or to use the Title Company to act as escrow agent for the Cash Payment.

4. Possession and Risk of Loss. Until the Closing occurs, the current respective owner of the applicable property(ies) will have (i) exclusive and sole right to possession to such property, and (ii) all risk of loss with respect to such property. Upon confirmation that each of the deeds has been recorded, possession will automatically transfer to the new record owner of each property respectively, along with all risk of loss.

5. Entire Agreement; Amendments and Waivers. This Agreement, including the exhibits attached hereto, which are hereby incorporated herein by this reference, and including the recitals which are incorporated herein by this reference, represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and may be amended, supplemented or changed, and any provision hereof may be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Utah. Venue shall be proper in Salt Lake County, Utah.

7. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given when delivered by hand delivery to the office of the chief executive official of the respective recipient party.

8. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect to the greatest extent possible.

9. Further Assurances. Each of the parties hereto agrees to use its reasonable best efforts, upon the reasonable request of any other party hereto, to take, or cause to be taken, all actions necessary or appropriate to further effectuate the terms hereof, including the execution and/or delivery of such documents and instruments to evidence the transactions contemplated by, and in accordance with, this Agreement.

10. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by any party (by operation of law or otherwise) without the prior written consent of the other party hereto and any attempted assignment without the required consent shall be void.

11. Attorneys' Fees. If any action in law or in equity is brought by a party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and disbursements, in addition to any other relief to which such party may be entitled.

Accepted and agreed to by:

REDEVELOPMENT AGENCY OF SANDY CITY

Executive Director

ATTEST:

Secretary

SANDY CITY

Mayor Monica Zoltanski

ATTEST:

City Recorder