

RESOLUTION No. 2017-10RDA

**A RESOLUTION AUTHORIZING THE EXECUTION OF LOAN DOCUMENTS
BETWEEN THE REDEVELOPMENT AGENCY OF MIDVALE CITY AND
APPLEWOOD HOMEOWNERS COOPERATIVE INC.**

WHEREAS, the Redevelopment Agency of Midvale City (“Agency”) was created to transact the business and exercise the powers provided for in the Utah Redevelopment Agencies Act; and

WHEREAS, twenty-percent of tax increment generated in the Bingham Junction and Jordan Bluffs Project Areas are contractually and statutorily required to fund affordable housing; and

WHEREAS, the Board of Directors of the Agency has established the City-Wide Housing Fund to support the development and retention of affordable housing in Midvale; and

WHEREAS, Applewood Homeowners Cooperative, Inc. has requested a \$100,000 loan from the Agency to partially financing their acquisition of the Applewood Manufactured Housing Community located at 150 West 7500 South, Midvale; and

WHEREAS, Applewood Homeowners Cooperative, Inc. has committed to provide affordable housing opportunities for Midvale residents; and

WHEREAS, the Agency supports the Applewood Homeowner Cooperative Inc.’s acquisition of the Applewood Manufactured Housing Community; and

WHEREAS, the Board of Directors of the Agency has determined that providing Applewood Homeowners Cooperative Inc.’s with a \$100,000 loan is necessary and appropriate to facilitate the purchase of the Applewood Manufactured Housing Community.

NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY, that the Board of Directors does hereby authorize the Chief Administrative Officer and Executive Director to execute a Loan Agreement, and other necessary loan documents, for the provision of a property acquisition loan to Applewood Homeowner’s Inc., subject to the Applewood Manufactured Housing Community Loan Term Sheet and such other terms and conditions as recommended by Agency’s legal counsel.

**MIDVALE CITY, UTAH
RESOLUTION NO. 2017-R-43**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN EASEMENT
AGREEMENT WITH MURRAY CITY**

WHEREAS, Wynwood Subdivision, a proposed subdivision to be developed by Wynwood Investments, LC, a Utah Limited Liability Company, ("Wynwood") within the boundaries of Murray City, needs to be serviced with a gravity flow sanitary sewer line ("Sewer Line").

WHEREAS, it is necessary for the Sewer Line to be constructed under and beneath a portion of property owned by and located within the boundaries of Midvale City, more specifically along the north end of Bingham Junction Park.

WHEREAS, to facilitate Wynwood's construction of the Sewer Line, it is necessary for Midvale to execute and convey to Murray a permanent sewer line easement and right of way.

WHEREAS, Murray City will ensure that the Wynwood construction of the Sewer Line is accomplished according to Murray's standards and specifications for a public Sewer Line.

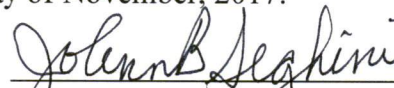
WHEREAS, Wynwood will provide the consideration to Midvale City in the amount of \$11,190.00 for the Easement.

WHEREAS, the parties desire to enter into this Easement Agreement for the purposes, and on the terms and conditions, specified in this Easement Agreement.

WHEREAS, this easement will be recorded on the property by a Grant of Easement.


NOW THEREFORE BE IT RESOLVED, based on the foregoing, the Midvale City Council does hereby approve does hereby approve this agreement between Midvale City and Murray City and authorizes the Mayor to sign the Easement Agreement and Grant of Easement, which will be recorded with the Salt Lake County Recorder's Office.

APPROVED AND ADOPTED this 14th day of November, 2017.



JoAnn B. Seghini, Mayor

ATTEST:



Rori L. Andreason, MMC
City Recorder



Voting by the City Council	"Aye"	"Nay"
Stephen Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Glover	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Robert Hale	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Hunt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne Sharp	<input type="checkbox"/>	<input checked="" type="checkbox"/> Absent

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made effective this 14th day of November, 2017, by and among MURRAY CITY CORPORATION, a Utah municipal corporation ("Murray") and MIDVALE CITY, a Utah municipal corporation ("Midvale") and WYNWOOD INVESTMENTS, LC, a Utah Limited Liability Company, with its principal business at 273 North East Capitol Street, Salt Lake City, Utah ("Developer")

RECITALS

- A. Wynwood Subdivision, a proposed subdivision ("Subdivision") to be developed by Developer within the boundaries of Murray, needs to be serviced with a gravity flow sanitary sewer line ("Sewer Line").
- B. It is necessary for the Sewer Line to be constructed under and beneath a portion of property owned by and located within the boundaries of Midvale.
- C. To facilitate Developer's construction of the Sewer Line, it is necessary for Midvale to execute and convey to Murray a permanent sewer line easement and right of way ("Easement").
- D. Murray will ensure that the Developer's construction of the Sewer Line is accomplished according to Murray's standards and specifications for a public Sewer Line.
- E. Developer will provide the consideration to Midvale for the Easement.
- F. The parties desire to enter into this Agreement for the purposes, and on the terms and conditions, specified in this Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. **Easement.** Midvale will grant Murray the Easement under and beneath Midvale's property, in Salt Lake County, State of Utah, more particularly described on Exhibit A, attached hereto and incorporated herein for all purposes, for the continued maintenance, repair, alteration, and replacement of a sanitary sewer line and appurtenances of Murray.

(a) **Recording.** Murray will record the Easement after the Sewer Line has been dedicated to and accepted by Murray.

(b) **Midvale's Use of Easement.** Midvale's use of the described property shall be limited to the location of roadways, parking lots, walkways, and landscaping thereon, and to other similar and consistent uses.

(c) **Cost.** Developer shall pay Midvale the total sum of ELEVEN THOUSAND ONE HUNDRED NINETY Dollars (\$11,190.00) for all the property described on Exhibit A.

Section 2. **Sewer Line Maintenance.** Upon acceptance of the Sewer Line by Murray, Murray agrees to perpetually operate and maintain, at its sole cost and expense, the improved Sewer Line and Easement. Murray agrees to repair any damage which may be caused to Midvale's property by reason of Murray's use of the Easement, and to otherwise restore Midvale's property to its pre-existing condition. Murray City to notify Midvale City Public Works Department prior to any maintenance work.

Section 3. **Liability and Indemnification.** Murray and Midvale are governmental entities under the Governmental Immunity Act of Utah, Title 63G, Chapter 7 of the Utah Code. Consistent with the Governmental Immunity Act of Utah, Murray and Midvale shall be responsible and liable for their own wrongful or negligent acts which they commit. Murray and Midvale do not waive any defenses otherwise available to them under the Governmental Immunity Act of Utah.

Section 4. **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.

(e) **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the parties.

(f) **Time of Essence.** Time is of the essence in this Agreement.

(g) **Interpretation.** This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(h) **Exhibits and Recitals.** The Recitals set forth above Exhibit A to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

MIDVALE CITY

MURRAY CITY CORPORATION


JoAnn B. Seghini, Mayor

D. Blair Camp, Mayor

ATTEST:

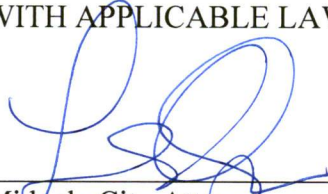

City Recorder



City Recorder

APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW

APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW



Midvale City Attorney

Murray City Attorney

WYNWOOD INVESTMENTS, LC, a Utah Limited Liability Company

By: _____

Name:

Title:

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the ____ day of _____, 2017, personally appeared before me, the undersigned notary public in and for the County of Salt Lake, State of Utah, _____ who acknowledged to me that he is the _____ of **WYNWOOD INVESTMENTS, LC**, a Utah limited liability company and signed it freely and voluntarily and in behalf of said limited liability company for the purposes mentioned herein.

Notary Public
EXHIBIT A

MIDVALE SANITARY SEWER EASEMENT

Beginning at a point on the Midvale City and Murray City boundary line, said point being South 89°33'48" West 2,995.70 feet and South 1,316.59 feet from the East Quarter Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running;

thence North 89°28'44" East 792.86 feet along said boundary line;
thence South 86°37'50" West 150.66 feet;
thence South 86°05'18" West 187.39 feet;
thence North 89°28'41" West 454.58 feet;
thence North 05°04'20" West 10.33 feet to the point of beginning.

Contains 9,564 square feet or 0.220 acres.