

## SOUTH WEBER CITY COUNCIL AGENDA

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PUBLIC NOTICE is hereby given that the City Council of SOUTH WEBER CITY, Utah, will meet in a special electronic public meeting to provide sufficient time for the county recorder to process the plat. The meeting will commence at 8:30 p.m. on Thursday April 8, 2021 and be broadcast live via YouTube.

1. Electronic Meeting Declaration and Order
2. Planning Commission Recommendation
3. Resolution 21-18: Property Exchange Agreement
4. Resolution 21-19: Public Works Subdivision Final Plat
5. Purchase of Public Works Subdivision, Lot 2
6. Adjourn

In compliance with the Americans With Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder, 1600 East South Weber Drive, South Weber, Utah 84405 (801-479-3177) at least two days prior to the meeting.

THE UNDERSIGNED DULY APPOINTED CITY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED, OR POSTED TO: 1. CITY OFFICE BUILDING 2. FAMILY ACTIVITY CENTER 3. CITY WEBSITE <http://southwebercity.com/> 4. UTAH PUBLIC NOTICE WEBSITE <https://www.utah.gov/pmn/index.html> 5. THE GOVERNING BODY MEMBERS 6. OTHERS ON THE AGENDA

**DATE:** 04-06-2021

**CITY RECORDER:** Lisa Smith

**ORDER ON PUBLIC MEETINGS OF THE  
SOUTH WEBER CITY COUNCIL**

I, Jo Sjoblom as the Mayor of South Weber City, do hereby find and declare as follows:

1. Due to the Emergency conditions which currently exist in the State of Utah, and specifically in Davis County and South Weber City as a result of the COVID-19 Pandemic and the recent surge in COVID-19 infections across the state and in Davis County, the holding of public meetings with an anchor location as defined in the *Utah Open and Public Meetings Act*, presents a substantial risk to the health and safety of those who may be present at the anchor location; and
2. The risk to those who may be present at an anchor location can be substantially mitigated by holding public meetings of the City Council pursuant to electronic means that allow for public participation via virtual means; and
3. The City has the means and ability to allow virtual participation in the public meetings in accordance with the *Utah Open and Public Meetings Act*;

**NOW THEREFORE, BASED UPON THE FOREGOING,**

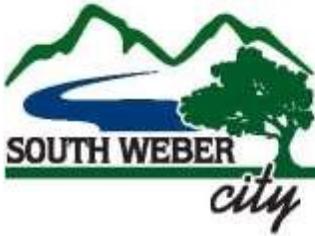
For thirty days from the date of this Order, meetings of the South Weber City Council shall be conducted by electronic means without an anchor location.

DATED this 31st day of March 2021.

By:   
Jo Sjoblom, Mayor

ATTEST:

  
\_\_\_\_\_  
Lisa Smith  
City Recorder



## Agenda Item Introduction

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**Council Meeting Date:** April 8, 2021

**Name:** Lisa Smith

**Agenda Item:** Property Exchange Agreement

**Background:** UDOT required a shared entry to the Public Works' Subdivision. The adjoining property is owned by the Larry D. Ray trust and is under contract with Nilson Homes for development. A property exchange was negotiated, and the contract is ready for approval.

**Summary:** Property Exchange Agreement is ready to approve so SWC can purchase property for public works' building.

**Budget Amendment:** n/a

**Procurement Officer Review:** Budgeted amount \$                      Bid amount \$

**Committee Recommendation:** n/a

**Planning Commission Recommendation:** n/a

**Staff Recommendation:** n/a

**Attachments:** Resolution 21-19  
Agreement

**RESOLUTION 21-18**  
**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL**  
**APPROVING A PROPERTY EXCHANGE AGREEMENT**

**WHEREAS**, South Weber City is under contract to purchase a lot for a future Public Work’s Shop; and

**WHEREAS**, the parcel is located on State Road 60 (South Weber Drive) which is controlled by the Utah Department of Transportation (UDOT); and

**WHEREAS**, UDOT requires the entrance to be located west of the originally proposed access upon property owned jointly by the Larry D Ray Revocable Trust and Susan A Ray Revocable Trust; and

**WHEREAS**, that property is under contract for purchase with Nilson Homes for development and will require access across the public work’s property for ingress/egress; and

**WHEREAS**, both the owner and developer have agreed to exchange the land for the Public Work’s entry site for the land for the future Harper Way connection;

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Approval:** The Property Exchange Agreement attached as Exhibit 1 is hereby approved.

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 8th day of April 2021.

Roll call vote is as follows:		
Council Member Winsor	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST

\_\_\_\_\_  
**Jo Sjoblom, Mayor**

\_\_\_\_\_  
**Attest: Lisa Smith, Recorder**

# **EXHIBIT 1**

# **PROPERTY EXCHANGE AGREEMENT**

## PROPERTY EXCHANGE AGREEMENT

This **PROPERTY EXCHANGE AGREEMENT** (“Agreement”) is made and entered into as of the \_\_\_\_ day of April, 2021, by and among **SOUTH WEBER CITY**, A Utah municipal corporation, hereinafter referred to as the “City”; **NILSON LAND DEVELOPMENT, LLC**, hereinafter referred to as “Nilson”; and the **LARRY D. RAY REVOCABLE TRUST** under Declaration of Trust Dated December 29, 1997, as amended, and the **SUZANNE A. RAY REVOCABLE TRUST** under Declaration of Trust dated December 29, 1997, as amended, hereinafter referred to collectively as “Ray.” City, Nilson, and Ray are sometimes referred to collectively herein as the “Parties,” and individually as a “Party.”

### RECITALS:

A. The City has entered into a Real Estate Purchase and Sale Agreement (“REPSA”) with Elite Training Centers, LLC (“Elite”), to purchase a portion of parcel numbers 13-005-0037 and 13-315-001, approximately 11.92 acres, located in South Weber City, Utah. The real estate the City has contracted to buy is located at approximately 128 East South Weber Drive, South Weber City, Utah, hereinafter referred to as the “Property Purchase Area,” and is identified as item one (1) in Exhibit A, a copy of which is attached hereto and incorporated herein by reference.

B. Nilson has a contract to purchase real property from Ray (the “Ray Property”). The Ray Property is identified as parcel number 13-005-0036 and abuts South Weber Drive and the Property Purchase Area described in paragraph A above.

C. The Ray Property is owned by the Larry D. Ray Revocable Trust and the Suzanne A. Ray Revocable Trust as tenants in common with each owning an undivided ½ interest.

D. For the Property Purchase Area to serve the City as a site for its future maintenance facility, the City must establish access from the Property Purchase Area to South Weber Drive. To this end, a condition of the REPSA between City and Elite is preliminary approval of an access permit for South Weber Drive from the Utah Department of Transportation (“UDOT”).

E. From South Weber Drive, the existing access point to the Property Purchase Area crosses the Ray Property.

F. It is the City’s understanding that UDOT will not approve a second access point from South Weber Drive to the Property Purchase Area.

**AGREEMENT:**

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The Recitals set forth above are fully incorporated herein by this reference.
2. City Access to South Weber Drive. To provide the City access from the Property Purchase Area to South Weber Drive, Ray and Nilson agree to convey to the City fee simple title to approximately 0.26 acres of property identified as two (2) and three (3) in Exhibit A to this Agreement. Such conveyance shall be executed and duly recorded prior to April 15, 2021, either by deed or by signing the Public Works Subdivision Plat.
3. Extension of Harper Way. To allow for the future extension of Harper Way, the City agrees to convey approximately 0.24 acres of property necessary for a seventy-foot (70') right-of-way across the Property Purchase Area. The right-of-way is identified as four (4) in Exhibit A to this Agreement. Conveyance of the right-of-way shall be executed if and when Ray, Nilson, or their successors or assigns petition the City for approval to develop the Ray Property. One-hundred percent (100%) of the cost of constructing the future extension of Harper Way shall be borne by Ray, Nilson, or their successors or assigns. The future extension of Harper Way shall be constructed according to City standards in effect at the time of the development application.
4. Abandonment of existing access to South Weber Drive. Upon approval and construction of a new access road to-from the Property Purchase Area and South Weber Drive ("Future Access Road"), Ray and Nilson agree to abandon the existing driveway access from the Ray Property to South Weber Drive.
5. Cross-Access Easement. Upon approval and construction of the Future Access Road, the City shall provide a cross-access easement along the Future Access Road to the west, adjacent Ray Property. The City shall provide this cross-access easement at the time the old access is abandoned and the Future Access Road is constructed.
6. Future improvements to future access road. If and when the Ray Property is developed for a use other than the current agricultural use, Ray, Nilson, and their successors and assigns agree to make all required improvements to the Future Access Road. Such improvements shall be constructed in accordance with City standards and may include curb, gutter, drainage infrastructure, asphalt/concrete paving, among other things.
7. Additional access to South Weber Drive. This agreement shall not preclude Ray, Nilson, or their successors or assigns from seeking additional access to

South Weber Drive if such access becomes necessary to support development of the Ray Property. The City shall support such additional access to the Ray Property insofar as the additional access is consistent with the City's General Plan, permitted by UDOT, and is not precluded by law. In the event that UDOT refuses to grant a second street access to the Ray Property in a location consistent with the General Plan, the City agrees to allow a future public street to cross the property in this Agreement in order to access the current access point. Ray and Nilson would be responsible for the cost of relocating the City's access to the new public street.

8. Notices. Any notice required or desired to be given pursuant to this Agreement shall be delivered personally or mailed by certified mail, return receipt requested, postage prepaid, to the parties as follows:

City:	South Weber City Attn: City Manager 1600 East South Weber Drive South Weber, Utah 84405
Ray:	Larry D. Ray Revocable Trust Attn: Lynn J. Wood, Trustee 2490 Wall Ave. Ogden, UT 84401
Nilson:	Nilson Land Development, LLC Attn: Steve Bingham, Manager 5617 South 1475 East South Ogden, UT 84403

The Parties may change their addresses by notice given as required above.

9. Default. In the event any Party fails to perform its obligations hereunder, or to comply with the terms hereof, within thirty (30) days after giving written notice of said default, and if the defaulting Party has failed to take reasonable steps to remedy the default, the non-defaulting Party, at its election, shall have the following remedies.

9.1 All rights and remedies available as law and in equity, including injunctive relief, specific performance and/or damages;

9.2 The rights and remedies set forth hereinabove shall be cumulative. Any legal actions commenced or file in connection the with Property or any matters contained herein shall be filed in the Second Judicial District Court in and for Davis County, Utah.

9.3 If any action at law or in equity, or any special proceeding (including bankruptcy proceedings and appeals from lower court rulings) be instituted by any Party against another Party to enforce this Agreement or any rights arising hereunder, or in connections with the subject matter hereof, the

Prevailing Party shall be entitled to recover all costs of suit and reasonable attorneys' fees. For purposes of this paragraph, the term "Prevailing Party" shall, in case of a claimant, be the Party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the Party who is successful in denying substantially all of the relief sought by the claimant; and

9.4 The rights and remedies of any of the Parties stated herein are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. Each of the Parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunctions, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as at law or otherwise.

10. Time of the Essence. Time is expressly made of the essence for each and every provision of this Agreement.

11. No Partnership or Joint Venture. The Parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency or employment status or relationship among them and expressly affirm that they have entered into this Agreement as part of an "arms-length" transaction. No Party hereto has the authority to make any representation or warranty or incur any obligation or liability on behalf of any other Party hereto, nor shall it make any representation to any third party inconsistent with this provision.

12. Counterparts. This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed an original, and when taken together shall constitute one and the same original Agreement, which shall be fully binding upon each Party who executes the same.

13. Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. This Agreement has been arrived at through negotiation between the Parties. As a result, the normal rule of contract construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

14. Applicable Law. This Agreement shall be construed in accordance and governed by the laws of the State of Utah.

15. Run with the Land/Successors. This Agreement shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns. Any party shall have the right to sell, assign, or transfer its rights under this Agreement as it deems appropriate.

16. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representations or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or modification to this Agreement shall be in writing and signed by authorized agents or officers of the Parties.

17. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term or condition.

18. Authorization. Each Party to this Agreement represents and warrants that it has taken all appropriate actions and steps necessary (including, without limitation, obtaining all requisite and/or applicable approvals, consents, and authorizations) to ensure that this Agreement shall be binding upon such Party and the individual executing this Agreement for each respective Party represents that he/she has all requisite authority to execute the same for and on behalf of the party for which it is aligning.

19. No Public Use/Dedication. The Developer Property, the Property, and until dedicated, the Right-of-Way Property, are and shall at all times remain the private property of Developer, and neither the City, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to all or any portion of the Developer Property, and until dedicated, the Right-of-Way Property, beyond the express terms and conditions of this Agreement. The use of the Developer Property, the Property and the Right-of-Way Property is permissive and shall be limited to the express purposes contained herein.

20. Non-Liability of City Officials, Employees and Others. Except for claims relating to authorization as may arise in Section 8, no officer, employee, representative or agent of the City shall be personally liable to Ray, Nilson, or their successors or assignees in the event of any default or breach by the City, or for any act or omission arising out of, or connected to, any of the matters set forth herein, or for any amount which may become due to Haws or any obligation arising under the terms of this Agreement.

21. Re-conveyance of Access to South Weber Drive if REPSA Fails. If City and Elite do not transact the sale contemplated in the REPSA, the City will re-convey to Ray and Nilson title to the approximately 0.26 acres of access property described in section four (4) of this Agreement, and all other provisions of this Agreement shall become null and void.

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

CITY: **SOUTH WEBER CITY,**  
a municipality of the State of Utah

By: \_\_\_\_\_

Name: David Larson

Its: City Manager

Attest:

\_\_\_\_\_  
City Recorder Lisa Smith

STATE OF UTAH            )  
  :SS  
COUNTY OF DAVIS        )

On the \_\_\_\_ day of April 2021, personally appeared before me David Larson, who being duly sworn, did say that he is the City Manager of SOUTH WEBER CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its governing body and said David Larson acknowledged to me that the City executed the same.

\_\_\_\_\_  
Notary Public for Utah

LARRY D. RAY REVOCABLE TRUST:

By: \_\_\_\_\_

Name: Lynn J Wood

Its: Trustee

STATE OF UTAH )  
 :ss  
COUNTY OF DAVIS )

On the \_\_\_\_ day of April, 2021, personally appeared before me Lynn J. Wood, known or satisfactorily proved to me to be the Trustee of the LARRY D. RAY REVOCABLE TRUST, who acknowledged to me that he/she signed the foregoing instrument as Trustee for the LARRY D. RAY REVOCABLE TRUST, and signed in their behalf.

\_\_\_\_\_  
Notary Public for Utah

SUSAN A. RAY REVOCABLE TRUST:

By: \_\_\_\_\_

Name:

Its: Trustee

STATE OF UTAH )  
 :ss  
COUNTY OF DAVIS )

On the \_\_\_\_ day of April, 2021, personally appeared before me Lynn J. Wood, known or satisfactorily proved to me to be the Trustee of the SUZANNE A. RAY REVOCABLE TRUST, who acknowledged to me that he/she signed the foregoing instrument as Trustee for the SUZANNE A. RAY REVOCABLE TRUST, and signed in their behalf.

\_\_\_\_\_  
Notary Public for Utah

NILSON LAND DEVELOPMENT,  
LLC:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

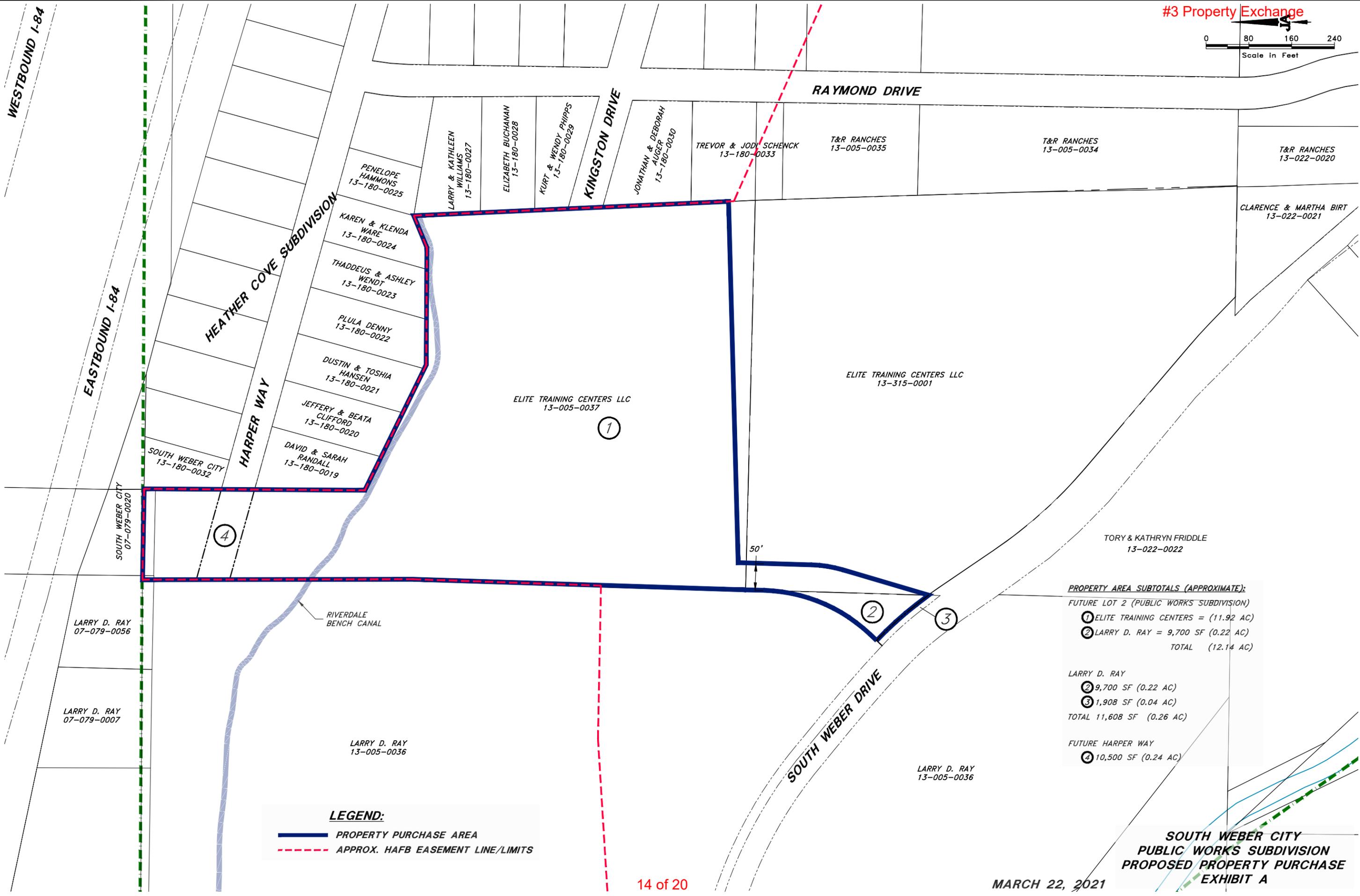
Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH            )  
                                  :SS  
COUNTY OF DAVIS        )

On the \_\_\_\_\_ day of April 2021, personally appeared before me  
\_\_\_\_\_, known or satisfactorily proved to me to be the  
\_\_\_\_\_ of NILSON LAND DEVELOPMENT, LLC, who acknowledged  
to me that he/she signed the foregoing instrument as \_\_\_\_\_ for NILSON  
LAND DEVELOPMENT, LLC and in its behalf.

\_\_\_\_\_  
Notary Public for Utah



**PROPERTY AREA SUBTOTALS (APPROXIMATE):**

FUTURE LOT 2 (PUBLIC WORKS SUBDIVISION)

- ① ELITE TRAINING CENTERS = (11.92 AC)
- ② LARRY D. RAY = 9,700 SF (0.22 AC)
- TOTAL (12.14 AC)

LARRY D. RAY

- ② 9,700 SF (0.22 AC)
- ③ 1,908 SF (0.04 AC)
- TOTAL 11,608 SF (0.26 AC)

FUTURE HARPER WAY

- ④ 10,500 SF (0.24 AC)

**LEGEND:**

- PROPERTY PURCHASE AREA
- - - APPROX. HAFB EASEMENT LINE/LIMITS

**MEMORANDUM**

TO: South Weber City Mayor and Council

FROM: Brandon K. Jones, P.E.  
South Weber City Engineer



CC: David Larson – South Weber City Manager

**RE: PUBLIC WORKS SUBDIVISION PLAT  
Engineering Review (Final)**

Date: April 6, 2021

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Our office has completed a review of the Final Plat for the Public Works Subdivision, dated April 6, 2021.

**BACKGROUND**

South Weber City is under contract to potentially purchase property for a new Public Works Facility. The property is located to the north of the South Weber Soccer Facility and to the south & west of the Heather Cove Subdivision. The City is currently in the due diligence period prior to closing on the property; and is investigating all aspects of the property to assess the viability of the property for its desired future use. One part of the city’s due diligence is to create the surveyed lot in the configuration desired by the City for purchase, with access to South Weber Drive. The purchase of the property is the first phase. No improvements are proposed at this time, as there is no current funding to build the facility. A Sketch Plan meeting was held on March 2, 2021. Comments by staff were given and revisions made to the plat. A public hearing was held on March 18, 2021 with the Planning Commission. This public hearing was continued to the April 8, 2021 Planning Commission meeting.

As part of the city’s due diligence, the City submitted an application to UDOT for an access permit to South Weber Drive. One of the requirements for approval of the permit was to locate the access at or near the current driveway access just west on the Ray property. This necessitated the need to acquire additional property from the Rays, to be included as part of Lot 2 of the Public Works Subdivision. The City has been working with a representative of the Ray property and the developer that is currently under contract with the Rays (Nilson Homes). A Property Exchange Agreement has been created. This agreement will exchange the property that the City needs from the Rays (for access to South Weber Drive) for the property that the Rays will need for a future road connection to Harper Way. This Agreement will need to be approved as part of the approval of the plat.

**PLAT**

- E1. No comments.

**IMPROVEMENT PLANS**

- E2. No improvements are required until the City moves forward with plans for the Public Works Facility. All improvements required by City Code will be implemented.

**STAFF ASSESSMENT**

- E3. The plat meets all requirements of City Code. The future intended use of the property as a Public Works Facility in the Commercial Recreation (C-R) Zone is a conditional use and will have to be approved as such when the city is ready to build the facility.

**RESOLUTION 21-19**  
**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL**  
**APPROVING THE FINAL PLAT FOR SWC PUBLIC WORKS**

**WHEREAS**, the city has been searching for land to erect a new Public Works’ shop; and

**WHEREAS**, a purchase contract was approved for approximately 12.15 acres of real property at approximately 104 E South Weber Drive on January 12, 2021; and

**WHEREAS**, the City Engineer has completed due diligence and avers the property is acceptable for the intended purpose; and

**WHEREAS**, the plat must be amended subdividing the parcel for the purchase of the designated portion; and

**WHEREAS**, the Planning Commission held a public hearing and reviewed all the supporting documents on the 18<sup>th</sup> of March 2021 which was continued to April 8, 2021 and gave a favorable recommendation for approval by the City Council; and

**WHEREAS**, the City Council verified all reviews and recommendations in a public meeting on the April 8, 2021 and after thorough consideration approved the plat as presented;

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Approval:** Final Plat for the Public Works Subdivision at approximately 104 E South Weber Drive is hereby approved as attached in Exhibit 1.

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 8th day of April 2021.

Roll call vote is as follows:		
Council Member Winsor	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST

\_\_\_\_\_  
**Mayor:** Jo Sjoblom

\_\_\_\_\_  
**Attest:** Lisa Smith, Recorder

# **EXHIBIT 1**

# **PUBLIC WORKS SUBDIVISION PLAT**

:

# Public Works Subdivision

Also Amending Lot 1, Smith and Edwards Subdivision  
South Weber City, Davis County, Utah  
A Part of the Southwest Quarter of Section 20,  
Township 5 North, Range 1 West, Salt Lake Base & Meridian  
March 2021

### SURVEYOR'S CERTIFICATE

I, K. Greg Hansen, do hereby certify that I am a Registered Professional Land Surveyor in the State of Utah in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Act; and I have completed a survey of the property described on this Plat in accordance with Section 17-23-17 and have verified all measurements, and have placed monuments as represented on this plat, and have hereby subdivided said tract into two (2) lots, know hereafter as Public Works Subdivision which is an amendment to the Smith and Edwards Subdivision located in South Weber, Davis County, Utah, and has been correctly drawn to the designated scale and is true and correct representation of the herein described lands included in said Subdivision, based upon data compiled from records in the Davis County Recorder's Office and from said survey made by me on the ground. I further hereby certify that the requirements of all applicable statutes and ordinances of South Weber City Concerning Zoning Requirements regarding lot Measurements have been Complied with.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

K. Greg Hansen P.L.S.  
Utah Land Surveyor License No. 167819



### BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.  
BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER LOCATED 112.03 FEET NORTH 89°07'28" WEST (NORTH 89°28'27" WEST BY RECORD) ALONG SAID SOUTH LINE FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER;  
RUNNING THENCE NORTH 89°07'28" WEST (NORTH 89°28'27" WEST BY RECORD) 206.23 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH WEBER DRIVE (STATE ROAD 60); THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES; (1) NORTH 45°50'41" WEST 69.57 FEET; (2) NORTHWESTERLY TO THE LEFT ALONG THE ARC OF A 891.50 FOOT RADIUS CURVE, A DISTANCE OF 57.77 FEET, CHORD BEARS NORTH 47°42'04" WEST 57.76 FEET, HAVING A CENTRAL ANGLE OF 03°42'46"; (3) NORTH 49°33'27" WEST 298.71 FEET; (4) NORTHWESTERLY TO THE RIGHT ALONG THE ARC OF A 853.00 FOOT RADIUS CURVE, A DISTANCE OF 230.27 FEET, CHORD BEARS NORTH 41°49'27" WEST 229.57 FEET, HAVING A CENTRAL ANGLE OF 15°28'01"; (5) NORTH 34°05'26" WEST 125.79 FEET; AND (6) NORTHWESTERLY TO THE LEFT ALONG THE ARC OF A 710.50 FOOT RADIUS CURVE, A DISTANCE OF 23.38 FEET, CHORD BEARS NORTH 35°02'00" WEST 23.38 FEET, HAVING A CENTRAL ANGLE OF 01°53'07" TO THE EAST BOUNDARY LINE OF THE LARRY D. RAY PROPERTY, TAX ID. NO. 13-005-0036; THENCE ALONG THE BOUNDARY LINE OF SAID LARRY D. RAY PROPERTY THE FOLLOWING TWO COURSES; (1) SOUTH 01°47'17" WEST 22.33 FEET TO THE NORTH LINE OF SOUTH WEBER DRIVE; AND (2) NORTH 40°50'48" WEST 143.84 FEET ALONG SAID NORTH LINE; THENCE NORTH 43°28'16" EAST 31.61 FEET; THENCE NORTHEASTERLY TO THE LEFT ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE, A DISTANCE OF 219.43 FEET, CHORD BEARS NORTH 22°31'02" EAST 214.57 FEET, HAVING A CENTRAL ANGLE OF 41°54'29" TO AN EXISTING FENCE LINE DESCRIBED IN RECORD IN THAT CERTAIN BOUNDARY LINE AGREEMENT FILED AS ENTRY NO. 1343702 IN THE FILES OF THE DAVIS COUNTY RECORDER; THENCE ALONG SAID EXISTING FENCE LINE NORTH 01°33'47" EAST 6.66 FEET; THENCE ALONG SAID EXISTING FENCE, BEING THAT FENCE LINE AS DESCRIBED IN SAID BOUNDARY LINE AGREEMENT THE FOLLOWING SIX (6) COURSES; (1) NORTH 01°33'47" EAST 6.66 FEET; (2) NORTH 01°25'33" EAST (NORTH 01°04'34" EAST BY RECORD) 147.09 FEET; (3) NORTH 02°05'38" EAST (NORTH 01°44'39" EAST BY RECORD) 179.99 FEET; (4) NORTH 01°59'07" EAST (NORTH 01°38'08" EAST BY RECORD) 190.72 FEET; (5) NORTH 01°48'36" EAST (NORTH 01°27'37" EAST BY RECORD) 100.08 FEET; AND (6) NORTH 00°06'20" WEST (NORTH 00°27'19" WEST BY RECORD) 503.61 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 84; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 88°56'01" EAST 169.35 FEET TO THE NORTHWEST CORNER OF HEATHER COVE SUBDIVISION FILED AS ENTRY NO. 1329957 IN THE FILES OF THE DAVIS COUNTY RECORDER; THENCE ALONG THE BOUNDARY LINE OF SAID SUBDIVISION THE FOLLOWING EIGHT (8) COURSES; (1) SOUTH 00°21'23" WEST (SOUTH 00°00'24" WEST BY RECORD) 412.53 FEET; (2) SOUTH 63°49'03" EAST (SOUTH 64°10'02" EAST BY RECORD) 260.28 FEET; (3) SOUTH 89°37'19" EAST (SOUTH 89°58'18" EAST BY RECORD) 219.31 FEET; (4) NORTH 67°30'54" EAST (NORTH 67°09'55" EAST BY RECORD) 64.32 FEET; (5) SOUTH 02°34'03" EAST (SOUTH 02°55'02" EAST BY RECORD) 639.19 FEET; (6) SOUTH 01°44'25" EAST 490.70 FEET; (7) SOUTH 01°01'09" EAST 258.87 FEET; AND (8) SOUTH 02°30'46" EAST 152.02 FEET TO THE POINT OF BEGINNING. CONTAINING 24.70 ACRES.

### OWNER'S DEDICATION

Known all men by these presents that the undersigned owners of the above described tract of land, having caused same to be subdivided into lots, as shown on this plat, to be hereafter known as Public Works Subdivision, do hereby dedicate, grant, and convey to Utah Department of Transportation, all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares forever, and also dedicate, grant and convey to South Weber City, Davis County, Utah, all those certain strips designated as public utility easements for public utility and drainage purposes, as shown hereon. The same to be used for the installation, maintenance, and operation of public utility service lines including for irrigation and drainage purposes. The plat notes shown hereon are hereby declared effective and binding.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2021.

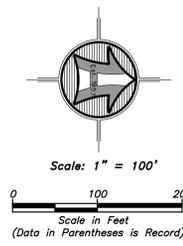
Elite Training Centers LLC by Craig James Smith, Registered Agent

Jolene C. Sjoblom, Mayor of South Weber City

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH )  
COUNTY OF )  
On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me, Craig James Smith, who being by me duly sworn did say and acknowledge that he is a Registered Agent of Elite Training Centers, LLC, a Utah Limited Liability Company ("LLC"), which LLC is the Owner of the real property listed herein, and executed the foregoing instrument as the authorized agent of the LLC, and that said authorization to sign on behalf of the LLC came pursuant to a Resolution of the Managers, the Certificate of Organization, and/or the Operating Agreement of the LLC.

Notary Public  
DAVIS COUNTY RECORDER  
ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
FILED FOR RECORD AND  
RECORDED \_\_\_\_\_, AT  
\_\_\_\_\_ IN BOOK \_\_\_\_\_ OF OFFICIAL  
RECORDS, PAGE \_\_\_\_\_  
DAVIS COUNTY RECORDER  
BY \_\_\_\_\_  
DEPUTY RECORDER



### NARRATIVE

The Purpose of this survey was to establish and set the property corners of the two lot subdivision as shown and described hereon. This Survey was ordered by Brandon Jones & Associates, acting as City Engineer for South Weber City. The control used to establish the property corners was the Smith & Edwards Subdivision, the Heather Cove Subdivision along with the existing Davis County Surveyor Monumentation surrounding Section 20, Township 5 North, Range 1 West, S.L.B.&M. The basis of bearing is the South line of the Southwest Quarter of said Section which bears North 89°07'28" West, Utah North, State Plane, Calculated N.A.D.83 Bearing, (North 89°28'27" West, Davis County Bearing).

### CORPORATE ACKNOWLEDGMENT

STATE OF UTAH )  
COUNTY OF DAVIS )  
On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Jolene C. Sjoblom personally appeared before me, the undersigned Notary Public in and for said County of Davis, in the State of Utah, who duly acknowledged to me that she is the Mayor of South Weber City Corporation and that she signed the above owner's dedication freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public

- LEGEND**
- Subject Property Line
- Interior Lot Lines
- Adjoining Property Line
- Centerline
- General Utility Easement (G.U.E.)
- Fence Line (Wire)
- Roadway Dedication - Cont. 2,288 S.F. or 0.053 Acres
- Existing Street Monument
- Street Monument to be set
- Found rebar set by others
- Set 5/8"x24" Rebar With Cap
- Section Corner

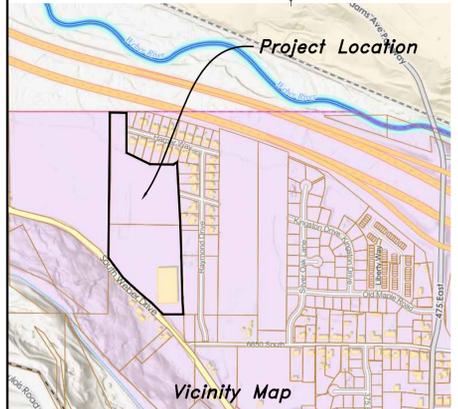
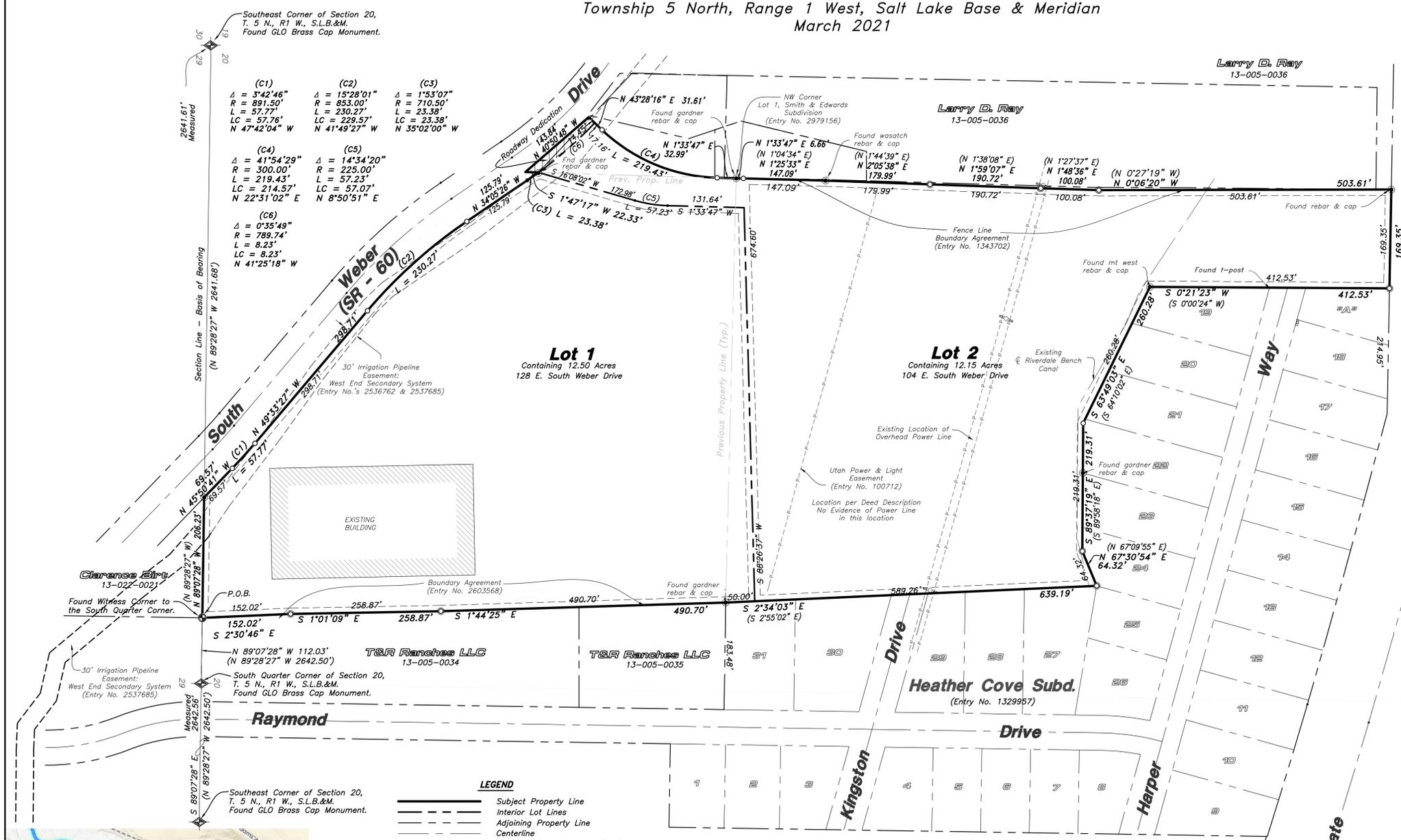
- NOTE:
- 1 - All General Utility Easements (G.U.E.) are 10.0 foot wide unless otherwise noted.
  - 2 - Rebar and cap set on all back lot corners with curb nails set in top back of curb and gutter on all side yard projections.
  - 3 - Utah Power & Light Easement, Entry No. 20597 situated in the East 1/2 of the Southwest 1/4 of Section 20. May Affect Subject Property.

SOUTH WEBER PLANNING COMMISSION APPROVAL  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021  
BY THE SOUTH WEBER CITY PLANNING COMMISSION.  
CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

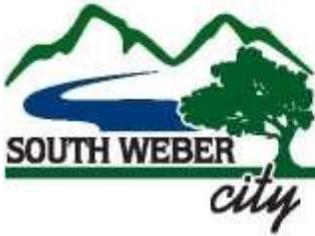
SOUTH WEBER CITY COUNCIL APPROVAL  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021  
BY THE SOUTH WEBER CITY COUNCIL.  
ATTENT: CITY RECORDER MAYOR

SOUTH WEBER CITY ATTORNEY  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021  
BY THE SOUTH WEBER CITY ATTORNEY.  
SOUTH WEBER CITY ATTORNEY

SOUTH WEBER CITY ENGINEER'S APPROVAL  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021  
BY THE SOUTH WEBER CITY ENGINEER.  
SOUTH WEBER CITY ENGINEER



**HAI**  
HANSEN & ASSOCIATES, INC.  
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## Agenda Item Introduction

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**Council Meeting Date:** April 8, 2021

**Name:** David Larson

**Agenda Item:** Purchase of Property for Future Public Works Facility

**Background:** The City Council budgeted \$800,000 for the purchase of property for a future public works facility. The City is currently under contract to purchase property behind the soccer facility, with access out to South Weber Drive. The contract originally required the City to close on the property by March 31, 2021. An extension was granted by the property owner to complete the purchase by April 15.

The City has completed due diligence, including the creation of the Public Works Subdivision, and worked out an access agreement with neighboring property owners to provide access to the property. Once the new lot has been recorded at the County, the City is prepared to close on the property acquisition.

The previously agreed to purchase price is \$50,000 per acre. The final amount of property needed to complete the purchase is 11.92 acres for a total purchase price of \$596,000. The City's procurement policy directs that purchases above \$10,000 require City Council approval.

**Summary:** Authorize the property purchase of \$596,000 for a future public works facility.

**Budget Amendment:** n/a

**Procurement Officer Review:** Budget amount \$800,000. Purchase price \$596,000

**Committee Recommendation:** n/a

**Planning Commission Recommendation:** n/a

**Staff Recommendation:** n/a

**Attachments:** n/a