Ivins City Staff Report
City Council Meeting 4/3/2014

Agenda Item: Discuss and consider approval of easement agreement and expenditure for installation of block wall adjacent to Snow Canyon Parkway on Luffberry property.

Submitted by: Charles R. Gillette, P.E., City Engineer

Recommended City Council Action:
Approve easement agreement and expenditure of $12,500 for installation of block wall adjacent to Center Street on Luffberry property.

BACKGROUND:

Staff has negotiated an easement agreement for the installation of a block wall on the Luffberry property located at 15 South Docena Drive adjacent to the Snow Canyon Roundabout. If the easement agreement is approved by Council, a block wall would be installed along the frontage on Snow Canyon Parkway as shown in the attached support materials. Block wall bids have been received from 3 contractors.

FINDINGS AND ANALYSIS:

The following bids were received:

BA Robinson	$12,004.72
Wardell Masonry	$12,813.74
Larry Larsen	$16,428.91

The apparent low bidder is BA Robinson with a price of $12,004.72. The easement agreement is written such that the City only pays half of the cost to install split face on both sides of the wall. This reduces the cost of wall to the city by $800. Luffberry's will pay the other $800.

Staff requests that the Council approve the expenditure of $12,500 for any possible change orders. $18,000 has been budgeted for the improvement to this property, some of which will be needed for berming and landscaping.

SUPPORT MATERIALS:

- Easement Agreement

FINANCIAL IMPACT:

GL 49-40-699: $12,500

Respectfully Submitted:

Charles R. Gillette, P.E., City Engineer

Content Review:

Dale Coulam, City Manager

WHEN RECORDED, MAIL TO:

KARI JIMENEZ
IVINS CITY
55 North Main Street
Ivins, Utah 84738

APN: I-PC-1-1-1-A

EASEMENT AGREEMENT
For Wall, Trail and Landscaping

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into effective this 14th day of MARCH 2014, by and between **J. Randall Luffberry and Dianna L. Luffberry** ("Grantor"), and **Ivins City**, a Utah Municipality, ("Ivins").

WHEREAS, Grantor owns certain real property located in Washington County, Utah;

WHEREAS, Ivins desires a perpetual easement for installing and maintaining certain improvements, namely landscaping and trail (hereinafter the "Improvements"), on real property owned by Grantor that is more particularly described on Exhibit A (hereinafter "Easement Property") attached hereto and incorporated herein and as generally depicted on Exhibit B attached hereto and incorporated herein;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree for themselves and their heirs, successors and assigns as follows:

1. Easement to Ivins. Subject to the provisions of this Agreement, Grantor does hereby grant, convey, transfer and assign to Ivins and warrants to Ivins against claims by others, a non-exclusive perpetual easement for the purpose of installing, repairing, replacing, removing, protecting and maintaining the Improvements.

2. Funds for Block Wall. Ivins City will contract directly with a contractor to construct a block wall along the landscape easement, in accordance with the designs and specifications shown on Exhibit C, attached hereto and incorporated herein by this reference. The cost difference for a split face block on the Grantor side of the wall shall be split between the City and the Grantor.

3. Duration. This easement granted herein and each covenant and restriction set forth in this Agreement shall be perpetual.

4. Use of Easement--Reservation of Access Rights to Grantor. Grantor reserves the right to cross the Easement Property for access to adjacent real property and nothing herein, other than the physical placement of the Improvements themselves, shall act to limit Grantor's rights existing as of the date of this Easement Agreement for such access.

5. Maintenance. After completion of installation of the Improvements, Ivins shall be responsible for all maintenance of the Landscape Easement area for the duration of the Easement.

6. Restoration. Ivins shall make reasonable efforts to restore all real estate surface disturbance resulting from the installation of the Improvements and in a workmanlike manner.

7. Indemnification. Ivins agrees to defend, indemnify and hold Grantor harmless from and against all liability, loss or costs incurred, including without limitation reasonable attorney's fees, arising

out of, related to or caused by Ivins' acts or omissions to act, use of, or occupancy of the Easement Property, including, but not limited to, any mechanic's liens or other claims associated with the installation of the Improvements.

8. Covenants Run With Land. Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of the Grantor's property or the Easement Property to the extent that such portion is affected or bound by the easement, covenant or restriction in question, or to the extent that such easement, covenant or restriction is to be performed on such portion; and (c) shall benefit and be binding upon any person whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

9. Limit on Benefit. The grant of the Easement to Ivins is limited in use for the benefit solely of Ivins and cannot be used by, or transferred for the benefit of, any other property. Nothing contained in the Easement Agreement shall be deemed a gift or dedication of any portion of the Easement Property to the general public, other than for the intended use of any applicable portion of the Easement Property which is reasonably expected to be used by the general public as a pedestrian or bike trail or path.

10. Miscellaneous.

a. Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.

b. It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

c. The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year first above written.

IVINS CITY,
A Utah Municipality,

By: _____
Chris Hart, Mayor

Attest:

_____
Kari Jimenez, Ivins City Recorder

GRANTOR(S):

J. Randall Luffberry

Dianna L. Luffberry

STATE OF UTAH
COUNTY OF WASHINGTON

On the ____ day of _____ 2014, before me personally appeared Chris Hart, who being by me duly sworn did say that he is the mayor of Ivins City and did duly acknowledge to me the foregoing instrument was entered into on behalf of Ivins City for the purposes stated therein.

_____
Notary Public

STATE OF UTAH
COUNTY OF WASHINGTON

On this 14th day of March, 2014 before me personally appeared J. Randall Luffberry personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged before me that he signed it voluntarily for its stated purpose.

JENNIFER CHAPMAN
Notary Public
State Of Utah
My Commission Expires 04-15-2017
COMMISSION NO. 661509

Jennifer Chapman
Notary Public

STATE OF UTAH
COUNTY OF WASHINGTON

On this 14th. day of MARCH, 2014 before me personally appeared Dianna L. Luffberry personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged before me that she signed it voluntarily for its stated purpose.

Jennifer Chapman
Notary Public

JENNIFER CHAPMAN
Notary Public
State Of Utah
My Commission Expires 04-15-2017
COMMISSION NO. 661509

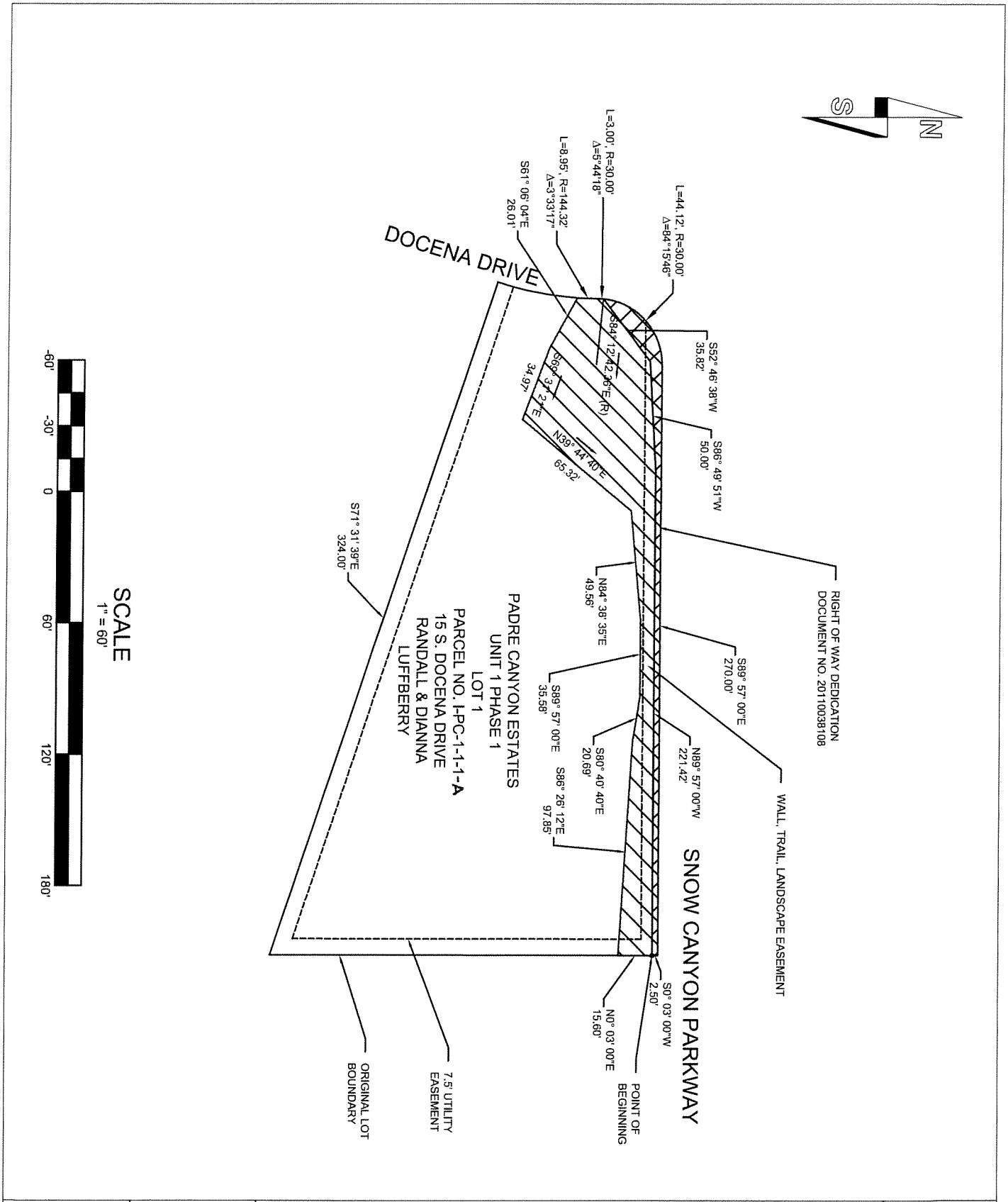
EXHIBIT A

LEGAL DESCIRPTION
PORTION OF LOT 1
PADRE CANYON ESTATES
UNIT 1 – PHASE 1

Beginning at a point at the current northeast corner of said lot 1, being S 0d03'00" W 2.50 feet from the original northeast corner of Lot 1 as originally platted prior to the Snow Canyon Parkway dedication of right-of-way per Washington County Recorded Document #20110038108;

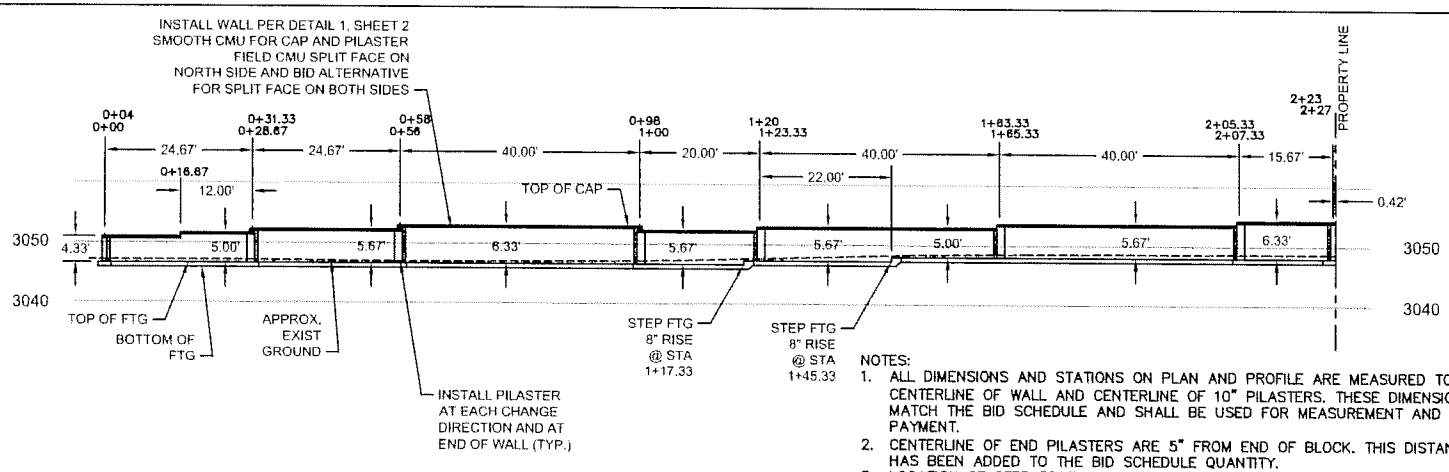
(1) and running thence along the current north boundary of Lot 1 and boundary of said right-of-way dedication North 89d57'00" West 221.42 feet;
(2) thence South 86d49'51" West 50.00 feet;
(3) thence South 52d46'38" West 35.82 feet
(4) to a point on a non-tangent curve to the left with a radius of 30.00 feet, and a radius bearing of South 84 d12'42" East; thence departing the said right-of-way dedication, and following along the original western boundary of said Lot 1 and eastern right-of-way line of Docena Drive along the arc of the said curve 3.00 feet through a central angle of 5d44'18"
(5) to a point on a curve to the right with a radius of 144.32 feet; thence along the arc of the said curve 8.95 feet through a central angle of 3d33'17";
(6) thence departing from said right-of-way South 61d06'04" East 26.01 feet;
(7) thence South 69d31'21" East, 34.97 feet;
(8) thence North 39d44'40" East, 65.32 feet;
(9) thence North 84d38'35" East, 49.56 feet;
(10) thence South 89d 57'00" East, 35.58 feet;
(11) thence South 80d40'40" East, 20.69 feet;
(12) thence South 86d26'12" East, 97.85 feet to the eastern boundary of said Lot 1;
(13) thence North 0d03'00" East, 15.60 feet along the eastern boundary of said Lot 1 to the point of beginning.

The above description contains 5,853 square feet in area or 0.134 acres.



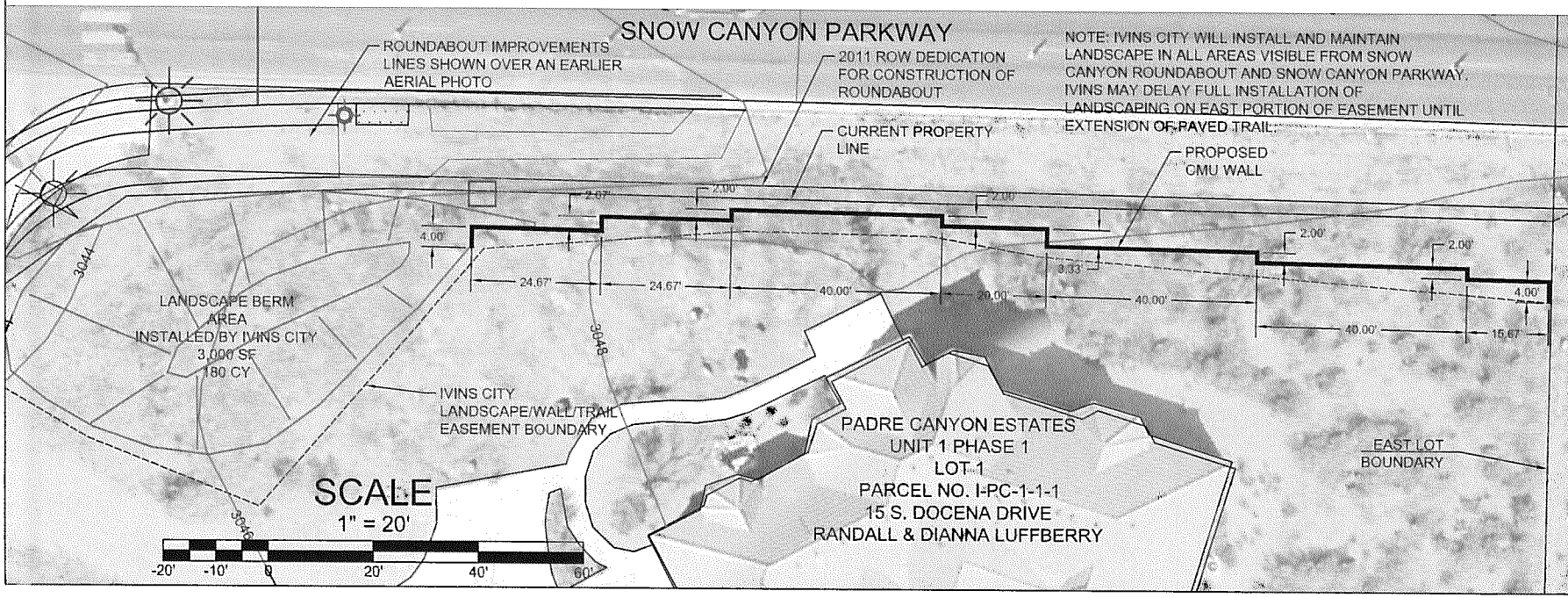
IVINS CITY 55 N. Main Street Ivins, Utah 84738 435-634-0689 435-674-5486 (fax)	SCALE: 1"=60' DATE: 3/11/2014 DWG BY: CRG CKD BY: CRG	EXHIBIT B WALL, TRAIL, LANDSCAPE EASEMENT

Exhibit C
Luffberry
Block Wall Design
and Specifications



NOTES:

1. ALL DIMENSIONS AND STATIONS ON PLAN AND PROFILE ARE MEASURED TO CENTERLINE OF WALL AND CENTERLINE OF 10" PILASTERS. THESE DIMENSIONS MATCH THE BID SCHEDULE AND SHALL BE USED FOR MEASUREMENT AND PAYMENT.
2. CENTERLINE OF END PILASTERS ARE 5" FROM END OF BLOCK. THIS DISTANCE HAS BEEN ADDED TO THE BID SCHEDULE QUANTITY.
3. LOCATION OF STEP FOOTINGS MAY BE ADJUSTED IN THE FIELD BY CONTRACTOR TO MINIMIZE COST YET MAINTAIN AT LEAST 4-INCHES OF SOIL OVER FOOTING.
4. HEIGHT OF WALLS MAY BE ADJUSTED PER DIRECTION ONLY BY THE CITY IN CONSULTATION WITH THE HOME OWNER.



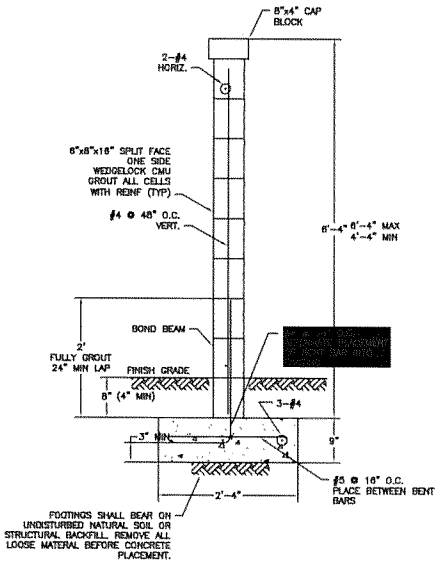
IVINS CITY
55 N. Main Street
Ivins, Utah 84738
435-634-0689
435-674-5486 (fax)

CONTRACT 14-06: CENTER STREET WALL 4
LUFFBERRY PROPERTY

PLAN AND PROFILE

DATE: V4-2014
DRAWN BY: CRG
CHECKED BY: CRG

SHEET NO.
1
TOTAL SHEETS: 2

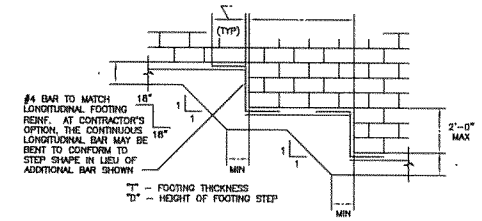


BLOCK WALL 1

1/2" = 1'-0"

Masonry Wall Schedule

From Station	To Station	Wall Height	Distance (LF)
-0+00.42	0+16.67	4.33	17.08
0+16.67	0+31.00	5.00	14.33
0+31.00	0+57.67	5.67	26.67
0+57.67	0+98.33	6.33	40.67
0+98.33	1+17.33	5.67	19.00
1+17.33	1+23.33	5.00	6.00
1+23.33	1+45.33	5.67	22.00
1+45.33	1+63.33	5.00	18.00
1+63.33	1+65.33	5.00	2.00
1+65.33	2+05.33	5.67	40.00
2+05.33	2+07.33	5.67	2.00
2+07.33	2+23.00	6.33	15.67
2+23.00	2+27.00	6.33	4.00



STEP FOOTING 2

NOT TO SCALE

CONCRETE NOTES

1. CEMENT SHALL CONFORM TO ASTM C-150 TYPE V.
2. AGGREGATES SHALL CONFORM TO ASTM C-33 FOR STRUCTURAL NORMAL WEIGHT CONCRETE (1" MAXIMUM SIZE).
3. READY-MIX CONCRETE SHALL BE MIXED AND DELIVERED IN ACCORDANCE WITH ASTM C-94.
4. CONCRETE DESIGN MIXES SHALL BE IN ACCORDANCE WITH THE IBC (MOST RECENT EDITION).
5. ALL CONCRETE SHALL SATISFY BOTH A MINIMUM STRENCTH REQUIREMENT AND A MINIMUM CEMENT CONTENT. THE MINIMUM ULTIMATE COMPRESSIVE STRENGTH F'C AT 28 DAYS SHALL BE 4,000 PSI. THE MINIMUM CEMENT CONTENT SHALL BE 6 SACKS PER CUBIC YARD OF CONCRETE.
6. THE MAXIMUM CONCRETE SLUMP SHALL BE 4 INCHES.
7. ADMIXTURES TO INCREASE WORKABILITY SHALL NOT BE CONSIDERED TO REDUCE THE MINIMUM CEMENT CONTENT.

CONCRETE MASONRY NOTES

8. CONCRETE MASONRY UNITS SHALL BE GRADE N NORMAL WEIGHT IN ACCORDANCE WITH ASTM C-90 F'M = 1500 PSI.
9. MORTAR SHALL BE TYPE M CONFORMING TO THE IBC (F'C = 2500 PSI AT 28 DAYS) AND ASTM C-144.
10. ALL CELLS IN WALLS BELOW GRADE SHALL BE FILLED WITH GROUT.
11. WHEN GROUTING IS STOPPED FOR ONE HOUR OR LONGER, HORIZONTAL CONSTRUCTION JOINTS SHALL BE FORMED BY STOPPING THE GROUT POUR 1-½ INCHES BELOW THE TOP OF THE UPPERMOST UNIT.

REINFORCING STEEL NOTES

12. BAR REINFORCEMENT SHALL CONFROM TO ASTM A615, GRADE 60.
13. VERTICAL BARS IN WALLS SHALL BE ACCURATELY POSITIONED A THE CENTER OF THE WALL.
14. BOND BEAMS SHALL BE CONTINUED INTO PILASTERS.
15. PILASTERS SHALL HAVE ALWAYS CARRY VERTICAL REINF. STEEL MATCHING THE MAX STEEL OF THE ADJACENT WALLS.

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CONTRACT 14-06: CENTER STREET WALL 4
LUFFBERRY PROPERTY

WALL DETAILS 1

DATE: 3/1/2014
DRAWN BY: CRG
CHECKED BY: CRG

SHEET NO.
2

TOTAL SHEETS: 2