Ivins City Staff Report
City Council Meeting 10/19/2017

Agenda Item: Discuss and consider right-of-way vacations and property exchange agreements for 600 West from Old Highway 91 to 400 South, 400 South from approximately 575 West to 625 West, and 800 West between Center Street and 450 North

Submitted by: Thomas Jorgensen, P.E., Assistant Public Works Director

Recommended City Council Action:
Approve proposed right-of-way vacation and property exchange agreements for 600 West and 400 South area and Kwavasa Drive/ 800 West area between Center Street and 450 North.

BACKGROUND:

600 West 400 South Area

As the Council may be aware, the City is currently working on realigning 600 West so that it will intersect with Old Highway 91 at a perpendicular angle. Having this configuration provides a significant enhancement to the current intersection configuration, both from a safety and traffic flow stand point. By realigning 600 West it also requires that 400 South be realigned to intersect with 600 West at a perpendicular angle. The new alignment for these two roadways passes through multiple properties and staff has been working on acquiring the necessary right of way.

Phillips Bush Exchange

Staff has been working with Gary Phillips and Nancy Bush, the owners of the property on the southwest corner of 600 W and 400 S intersection, Parcel I-SB-52-B, to negotiate an exchange between right of way that the City owns within 600 W for a portion of his property that the future alignment would pass through. Exhibit A shows the exchange diagram. Ivins would abandon 0.477 acres of 600 West, while keeping back a drainage easement, and exchange it for 0.566 acres plus the 30-foot landscape buffer along Old Highway 91.

RT Marten Exchange

Staff has also been working with RT Marten to coordinate this road realignment. After the purchase of the right-of-way (ROW) using Council of Governments (COG) funding, RT Marten will be left with two remnant pieces of property. Staff is recommending that we abandon the unnecessary portion of 400 South, 0.571 acres, and exchange it for a remnant property identified as "Area 1" (See Exhibit A), 0.379 acres. Staff believes this is a fair exchange since the City would need to hold back a public utility and drainage easement. This is necessary since, this corridor contains already a 20-inch and 8-inch water line and an 8-inch high pressure gas line. But the property may still be useful to RT Marten for landscape/parking or similar types of uses that would not impact the existing public utilties. The City would also require RT Marten to guarantee access to Phillips-Bush.

800 West/Kwavasa Drive

Staff has been working with RT Marten for a few years to connect Kwavasa Drive. The road is now connected but the ROW has not yet been transferred. The original agreement has been that the property owners would dedicate 50-feet of ROW and then the City would use COG funding to purchase the remaining ROW to provide a 108 foot wide corridor for the future needs. RT Marten

and his associated property owners have requested that the City vacate 800 West in exchange for the 50-foot ROW dedication. Staff has evaluated this proposal and has determined this to be reasonable. 800 West is not a full width ROW and should not be necessary in the future as the area would be required to install new roads in a much different alignment as it develops.

There are multiple property owners in this exchange. The exchange is proposed as follows:

Parcel Tax ID/ Owner	800 West Parcel (City to convey to property owner)	Kwavasa Dr Parcel (property owner to convey to City
I-SB-10-A RT Marten Utah LLC	ROW A - 0.18 Acres	P007 - 0.56 Acres
I-SB-10-B Reed Fogg, MD	ROW B - 0.22 Acres	P010 - 0.58 Acres
I-SB-9 RT Marten Utah LLC	ROW C - 0.74 Acres	P010 - 1.29 Acres
I-SB-8 RT Marten Utah LLC, Papanikolas, Collins Trust	ROW D - 0.37 Acres	None
Totals:	1.51 Acres	2.43 Acres

The City would be vacating less property than is being deeded by the properties. The exchange appears to be in favor of the City.

FINDINGS AND ANALYSIS:
Staff finds these exchanges to be reasonable and sufficient to provide the necessary compensation for the road vacation.

SUPPORT MATERIALS:

- Exhibit A: 600 West 400 South
- Exhibit B: Kwavasa Drive/800 West
- Property Exchange Agreement for Kwavasa Drive and 800 West – RT Marten
- Property Exchange Agreement for Kwavasa Drive and 800 West – Reed Fogg MD
- Property Exchange Agreement for 400 South ROW for 400 South/600 West Detention Bains Site – RT Marten
- Property Exchange Agreement for 600 West ROW for 600 West Realignment and Old Highway 91 - Phillips-Bush

FINANCIAL IMPACT:
There will be no impact financially since the property acquisition will be through exchanges.

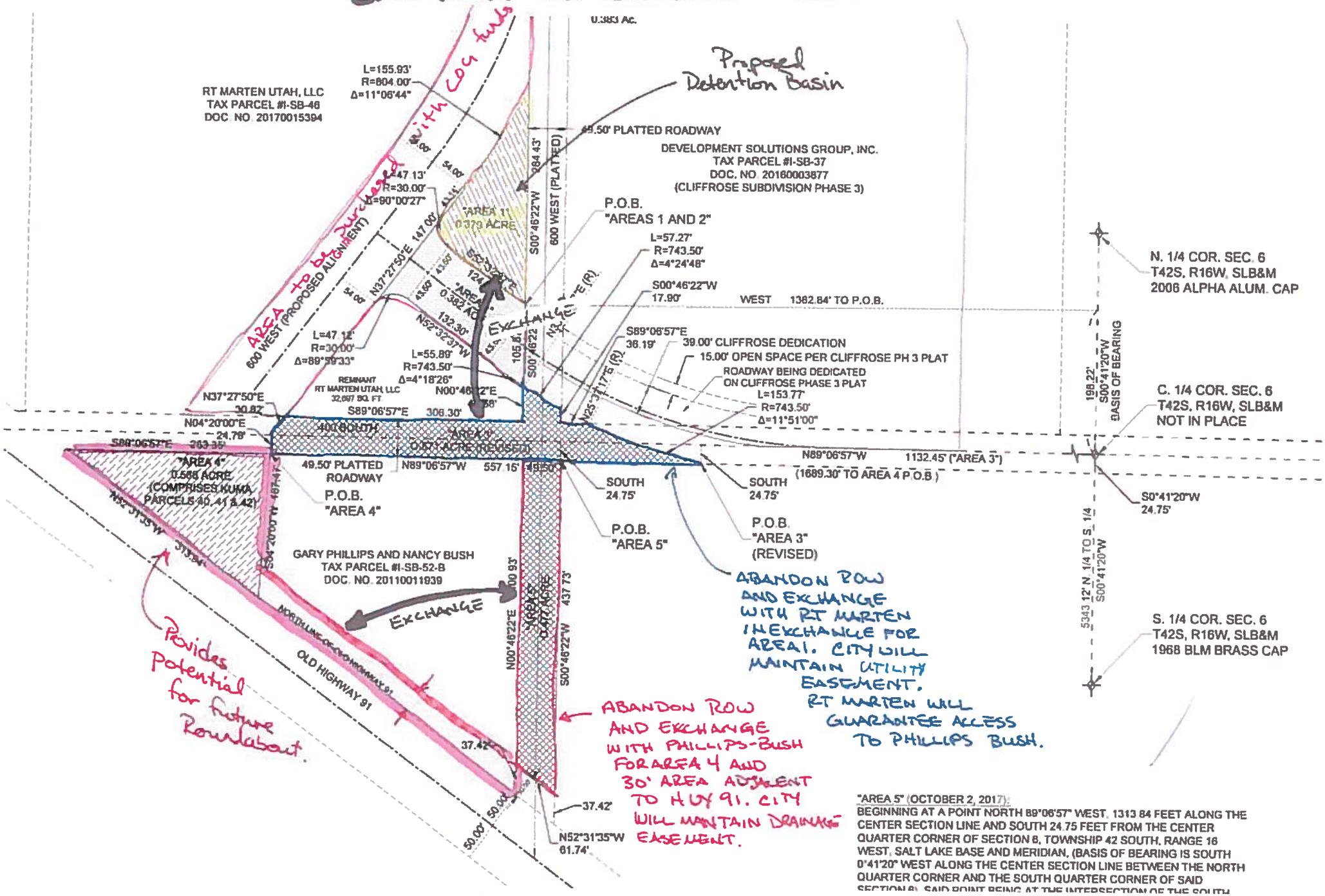
Respectfully Submitted:

Thomas Jorgensen, P.E., Assistant Public Works Director

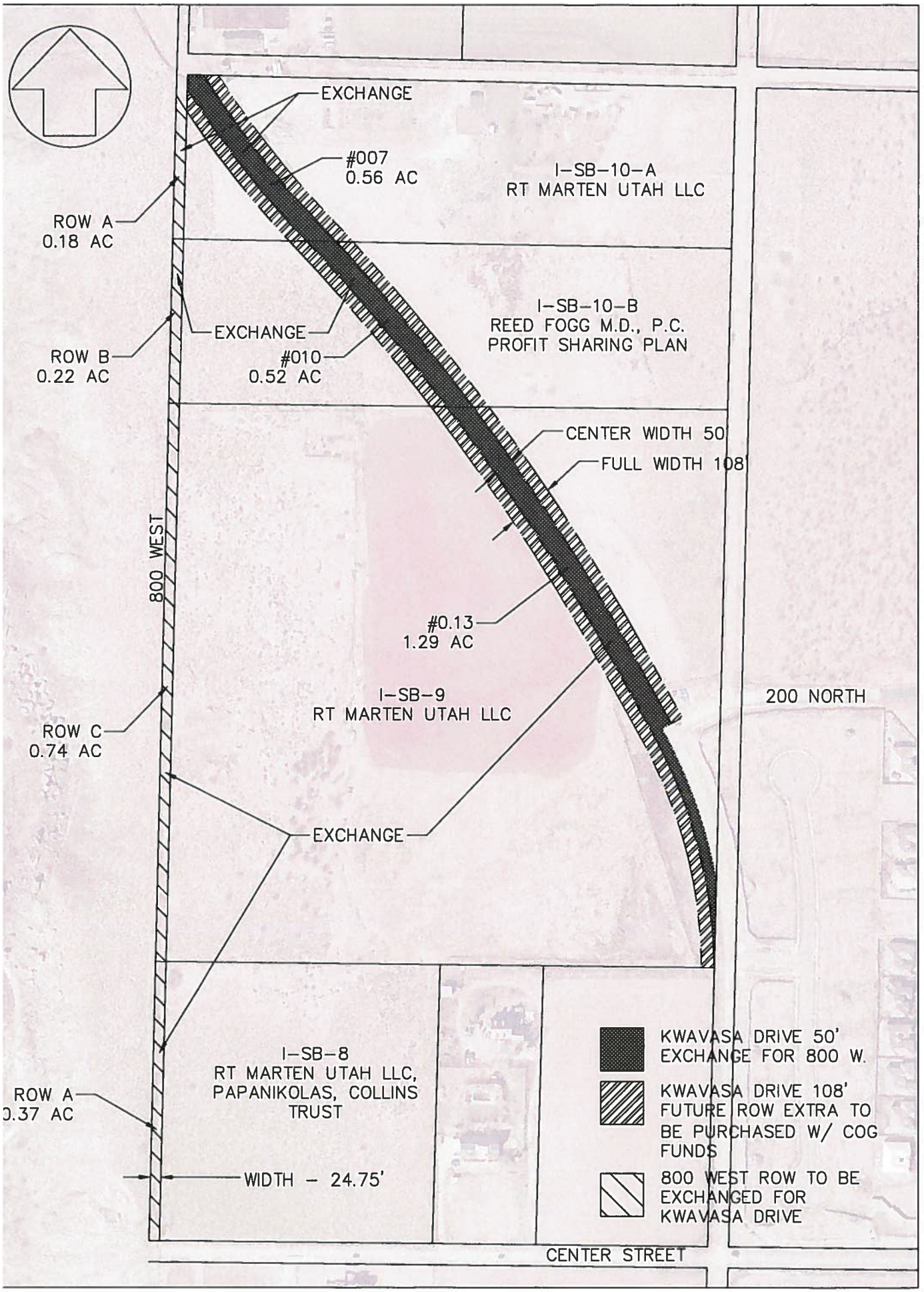
Content Review:

Dale Coulam, City Manager

EXHIBIT A: 600 W 400 S



"AREA 5" (OCTOBER 2, 2017):
BEGINNING AT A POINT NORTH 89°06'57" WEST, 1313.84 FEET ALONG THE CENTER SECTION LINE AND SOUTH 24.75 FEET FROM THE CENTER QUARTER CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING IS SOUTH 0°41'20" WEST ALONG THE CENTER SECTION LINE BETWEEN THE NORTH QUARTER CORNER AND THE SOUTH QUARTER CORNER OF SAID SECTION 6), SAID POINT BEING AT THE INTERSECTION OF THE SOUTH



IVINS CITY

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

SCALE

PAPER UNITS	DRAWING UNITS
1"	300'
0.5"	150'
0.25"	75'
0	0

EXHIBIT B

KWAVASA DRIVE / 800 W PROPERTY EXCHANGE

DATE: 10/11/2017
DRAWN BY: TJJ
CHECKED BY: CRG

SHEET NO.
1

TOTAL SHEETS: 1

Property Exchange Agreement for Kwavasa Drive and 800 West (North of Center Street)

This agreement is made and entered into effective this _____ day of _____, 2017, by and between RT Marten Utah LLC, limited liability corporation of Utah that is a property owner in Ivins ("RT Marten"), and Ivins City, a Utah Municipality, ("City").

Whereas:

1. RT Marten owns properties identified by Washington County parcel (WC parcel) numbers I-SB-10-A, and I-SB-9. and is partial owner of WC parcel I-SB-8.
2. Ivins City owns dedicated right-of-way 24.75 feet wide on the west side of these three parcels identified as 800 West, as shown in the attached Exhibit A.
3. Both parties have agreed to the realignment of 600 West Street to connect to Kwavasa Drive per the City's transportation master plan.
4. Both parties acknowledge that the City's transportation master plan identifies an 108 foot wide street corridor for Kwavasa Drive for future transportation needs. This agreement will convey 50 feet of the street to Ivins and Ivins will request COG funds to acquire the remaining property.

Now, therefore, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves and their heirs, successors and assigns to exchange properties as follows:

1. City Deeding of 800 West: The City will quit-claim deed the 24.75-foot wide dedicated right-of-way of 800 West to each corresponding adjacent property.

2. RT Marten Deeding Kwavasa Drive: RT Marten will convey by warranty deed the 50-foot wide Kwavasa Drive to Ivins City in exchange. Ivins City will purchase the title insurance.

Parcel Tax ID:	800 West Parcel (City to convey to RT Marten)	Kwavasa Dr Parcel (RT Marten to convey to City)
I-SB-10-A	ROW#1 - 0.18 Acres	P007 - 0.56 Acres
I-SB-9	ROW#3 - 0.74 Acres	P010 - 0.29 Acres
I-SB-8	ROW#4 - 0.37 Acres	None
Totals:	1.29 Acres	0.85 Acres

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

IVINS CITY:

By:_____
Chris Hart, Mayor

Attest:

By:_____
Kari Jimenez, Ivins City Recorder

STATE OF UTAH
County of Washington

On this ___ day of _____, 2017, before me personally appeared Chris Hart and Kari Jimenez whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are respectively the Mayor and Recorder of Ivins City, and that the foregoing document was signed by them by authority, and they acknowledged before me that Ivins City executed the document and the document was the act of Ivins City for its stated purpose.

_____
Notary Public

RT MARTEN UTAH LLC:

By:_____
R T Marten, Manager

STATE OF UTAH
County of Washington

On this ___ day of _____, 2017, before me personally appeared R T Marten whose identity is personally known to 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.

_____
Notary Public

Property Exchange Agreement for Kwavasa Drive and 800 West

This agreement is made and entered into effective this _____ day of _____, 2017, by and between Reed Fogg M.D., P.C. Profit Sharing Plan, a property owner in Ivins ("Fogg"), and Ivins City, a Utah Municipality, ("City").

Whereas:

1. Fogg owns properties identified by Washington County parcel (WC parcel) number I-SB-10-B.
2. Ivins City owns dedicated right-of-way 24.75 feet wide on the west side of this parcel identified as 800 West, as shown in the attached Exhibit A.
3. Both parties have agreed to the realignment of 600 West Street to connect to Kwavasa Drive per the City's transportation master plan.
4. Both parties acknowledge that the City's transportation master plan identifies an 108 foot wide street corridor for Kwavasa Drive for future transportation needs. This agreement will convey 50 feet of the street to Ivins and Ivins will request COG funds to acquire the remaining property.

Now, therefore, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves and their heirs, successors and assigns to exchange properties as follows:

1. City Deeding of 800 West: The City will quit-claim deed the 24.75-foot wide dedicated right-of-way of 800 West, 0.22 acres, as shown in Exhibit A and described in Exhibit B to Fogg.

2. Fogg Deeding Kwavasa Drive: Fogg will convey by warranty deed the 50-foot wide Kwavasa Drive, 0.58 acres, as shown in Exhibit A and described in Exhibit B to Ivins City in exchange. Ivins City will purchase the title insurance.

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

IVINS CITY:

By:_____
Chris Hart, Mayor

Attest:

By:_____
Kari Jimenez, Ivins City Recorder

STATE OF UTAH
County of Washington

On this ___ day of _____, 2017, before me personally appeared Chris Hart and Kari Jimenez whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are respectively the Mayor and Recorder of Ivins City, and that the foregoing document was signed by them by authority, and they acknowledged before me that Ivins City executed the document and the document was the act of Ivins City for its stated purpose.

Notary Public

Reed Fogg M.D., P.C. Profit Sharing Plan:

By:_____
Reed Fogg

STATE OF UTAH
County of Washington

On this ___ day of _____, 2017, before me personally appeared Reed Fogg whose identity is personally known to 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.

Notary Public

Property Exchange Agreement for
Abandoned 400 South ROW for 400 South/600 West Detention Basin Site

This agreement is made and entered into effective this _____ day of _____, 2017, by and between RT Marten Utah LLC, limited liability corporation of Utah that is a property owner in Ivins ("RT Marten"), and Ivins City, a Utah Municipality, ("City").

Whereas:

1. RT Marten owns a property identified by Washington County parcel (WC parcel) numbers as I-SB-46.
2. Ivins City owns 0.571 acres of dedicated ROW on 400 South from approximately 575 W to 625 W as shown in Exhibit A that is no longer necessary for a street but is necessary for a utility corridor for existing utilities.
3. Both parties acknowledge the realignment of 600 West/Kwavasa per the City's transportation master plan which identifies a 108 foot wide street corridor for 600 West/Kwavasa Drive for future transportation needs. Ivins City will pursue COG funding for the purchase of the new corridor.
4. The purchase of the ROW will leave a remnant parcel of land identified as "Area 1" containing 0.379 acres for the installation of storm water detention basin.

Now, therefore, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves and their heirs, successors and assigns to exchange properties as follows:

1. City Deeding of 400 South: The City will abandon and quit-claim deed the dedicated right-of-way of 400 South 0.571 as shown in the map identified as Exhibit A and described in Exhibit B to RT Marten.

2. RT Marten Deeding "Area 1": RT Marten will convey by warranty deed "Area 1", 0.379 acres, as shown in Exhibit A and described in Exhibit B. Ivins City will purchase the title insurance for this deed.

3. Public Utility and Drainage Easement: The City will hold back and keep a public utility and drainage easement on the 0.571 acre 400 South abandoned ROW. For future development, RT Marten may request to encroach into the easement and the City will consider it if the proposed encroachment does not impact any of the existing utilities.

4. "Area 1" Future Detention Basin:
    a. Ivins City will install a detention basin with a 0.4 acre-foot capacity on "Area 1"
    b. In exchange for allowing RT Marten to use 50% of the basin capacity for future developments, RT Marten will landscape the property in a manner consistent with the adjacent landscaping of Cliffrose Development.
    c. Connection to basin shall be available to the RT Marten as shown on Exhibit A.
    d. Ivins City will be responsible for perpetual maintenance of the basin including the landscaping including the connection of water and the costs of water utility bills.

5. Future Access: RT Marten guarantees access through the intersection (old alignment) of 400 South and 600 West to the adjacent property south, identified as parcel #I-SB-52-B, currently owned by Gary Phillips and Nancy Bush.

This agreement shall run with the land and apply to the successors of both parties.

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

IVINS CITY:

Attest:

By:_____
Chris Hart, Mayor

By:_____
Kari Jimenez, Ivins City Recorder

STATE OF UTAH
County of Washington

On this ___ day of _____, 2017, before me personally appeared Chris Hart and Kari Jimenez whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are respectively the Mayor and Recorder of Ivins City, and that the foregoing document was signed by them by authority, and they acknowledged before me that Ivins City executed the document and the document was the act of Ivins City for its stated purpose.

_____
Notary Public

RT MARTEN UTAH LLC:

By:_____
R T Marten, Manager

STATE OF UTAH
County of Washington

On this ___ day of _____, 2017, before me personally appeared R T Marten whose identity is personally known to 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.

_____
Notary Public

Property Exchange Agreement for
Abandoned 600 West ROW for 600 West Realignment and Old Highway 91

This agreement is made and entered into effective this _____ day of _____, 2017, by and between Phillips Gary, Bush Nancy, that is a property owner in Ivins ("Gary Phillips"), and Ivins City, a Utah Municipality, ("City").

Whereas:

1. Gary Phillips and Nancy Bush own a property identified by Washington County parcel (WC parcel) numbers as I-SB-52-B.
2. Ivins City owns 0.477 acres of dedicated ROW on 600 West from approximately 400 S to Old Hwy 91 as shown in Exhibit A that is no longer necessary for a street but is necessary for a drainage corridor for existing drainage facilities.
3. Both parties acknowledge the realignment of 600 West/Kwavasa per the City's transportation master plan which identifies a 108 foot wide street corridor for 600 West/Kwavasa Drive for future transportation needs.
4. Both parties acknowledge that the City's transportation master plan identifies a 160 foot wide street corridor for Old Hwy 91 for future transportation needs. This agreement will convey 30 feet of the street to Ivins.

Now, therefore, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves and their heirs, successors and assigns to exchange properties as follows:

1. City Deeding of 600 West: The City will abandon and quit-claim deed the dedicated right-of-way of 600 West 0.477 acres as shown in the map identified as Exhibit A and described in Exhibit B to Gary Phillips and Nancy Bush.

2. Gary Phillips Deeding "Area 1": Gary Phillips will convey by warranty deed "Area 4", 0.566 acres, as shown in Exhibit A and described in Exhibit B. Ivins City will purchase the title insurance for this deed.

3. Gary Phillips Deeding "Area 6": Gary Phillips will convey by warranty deed "Area 6", the 30-foot landscape buffer along Old Highway 91, _____ acres, as shown in Exhibit A and described in Exhibit B. Ivins City will purchase the title insurance for this deed.

4. Drainage Easement: The City will hold back and keep a public drainage easement on the 0.477 acre 600 West abandoned ROW. For future development, Gary Phillips may request to encroach into the easement and the City will consider it if the proposed encroachment does not impact any of the existing utilities.

5. Future Access: RT Marten guarantees access through the intersection (old alignment) of 400 South and 600 West to the adjacent property south, identified as parcel #I-SB-52-B, currently owned by Gary Phillips and Nancy Bush.

This agreement shall run with the land and apply to the successors of both parties.

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

IVINS CITY:

By:_____
Chris Hart, Mayor

Attest:

By:_____
Kari Jimenez, Ivins City Recorder

STATE OF UTAH
County of Washington

On this ___ day of _____, 2017, before me personally appeared Chris Hart and Kari Jimenez whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are respectively the Mayor and Recorder of Ivins City, and that the foregoing document was signed by them by authority, and they acknowledged before me that Ivins City executed the document and the document was the act of Ivins City for its stated purpose.

_____
Notary Public

Phillips Gary, Bush Nancy:

By:_____
Gary Phillips

STATE OF UTAH
County of Washington

On this ___ day of _____, 2017, before me personally appeared Gary Phillips whose identity is personally known to 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.

_____
Notary Public