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 identified as "Area 3" 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 identified as "Area 3", 0.571 acres, 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, the area is intended to be used for landscaping and parking, however, RT Marten may request to encroach into the easement with a building footprint and the City will consider it at the time of the proposal if the proposed encroachment does not impact ~~any~~ the ability to maintain~~of~~ the existing utilities. The City will enforce its franchise agreements with existing utilities to the maximum extent possible to ensure that any disturbance to a future development is restored.

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:_____ By:_____
Chris Hart, Mayor 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

EXHIBIT A
AREA MAP

EXHIBIT B
LEGAL DESCRIPTIONS