

REQUEST FOR COUNCIL ACTION

SUBJECT: Right-of-Way Purchase Agreement between Douglas A. Deem and Rose S. Deem, Trustees of the Deem Family Trust, dated December 18, 2015 and the City of West Jordan.

SUMMARY: The Deem Family Trust owns a parcel of real property at 8251 S. Derby Way in West Jordan. The attached Right-of-Way Purchase Agreement authorizes the City to purchase a small portion of this property for the City's 3200 West Safe Sidewalk Project.

FISCAL AND/OR

ASSET IMPACT: The total cost to the City will be \$1,200.00.

STAFF RECOMMENDATION:

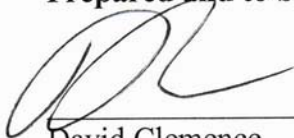
Staff recommends approval.

MOTION RECOMMENDED:

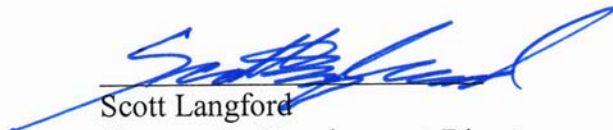
"I move to adopt Resolution No. 19-161, authorizing the Mayor to execute the attached Right-of-Way Purchase Agreement between Douglas A. Deem and Rose S. Deem, Trustees of the Deem Family Trust, dated December 18, 2015 and the City of West Jordan, and authorizing the City's Real Property Administrator to sign all documents necessary to close the transaction."

Roll Call vote required

Prepared and to be Presented by:


David Clemence
Real Property Administrator

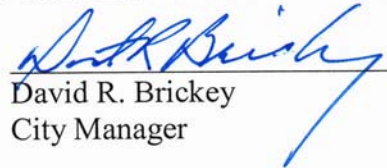
Recommended by:


Scott Langford
Community Development Director

Reviewed for Legal Sufficiency:


City Attorney's Office

Authorized for Council Consideration:


David R. Brickey
City Manager

BACKGROUND DISCUSSION:

The City of West Jordan has a safe sidewalk project along the west side of 3200 West Street between 8100 South and 8300 South (the "Project"). In order to construct the Project, however, the City needs to acquire property interests from two different land owners due to an existing open irrigation ditch and utility constraints.

The most important acquisition is described in the attached Right-of-Way Purchase Agreement and is the end result of negotiations between City staff and the property owners, and it complies with City policies. City staff intends to bring the other Right-of-Way Purchase Agreement to the City Council for review and approval in September.

Attachments:

Resolution

Right-of-Way Purchase Agreement

Area Reference Map



MEADOW GREEN WAY

3200 WEST

SECTION LINE

PURCHASE AREA

LOT 10

LOT 11

LOT 12

LOT 13

10' CONSTRUCTION
EASEMENT

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19-161

**A RESOLUTION AUTHORIZING THE CITY TO PURCHASE REAL PROPERTY
FROM DOUGLAS A. DEEM AND ROSE S. DEEM**

Whereas, the City Council of the City of West Jordan has reviewed the attached Right-of-Way Purchase Agreement between Douglas A. Deem & Rose S. Deem, Trustees of the Deem Family Trust, dated December 18, 2015 and the City of West Jordan; and

Whereas, the City Council desires that the attached Agreement be executed by the Mayor;
and

Whereas, the Mayor is authorized to execute the attached Right-of-Way Purchase Agreement pursuant to the Utah State Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is authorized to execute the attached Right-of-Way Purchase Agreement after it has been approved as to legal form by the City Attorney.

Section 2. The City's Real Property Administrator is authorized to act on behalf of the City while closing the transaction, with the right and authority to sign all documents necessary as part of said closing.

Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 27th day of August 2019.

CITY OF WEST JORDAN

ATTEST:

By: _____
JIM RIDING, Mayor

JAMIE BROOKS
Interim City Recorder

Voting by the City Council

"YES"

"NO"

Council Member Chad Lamb

—————

Council Member Kayleen Whitelock

Council Member Chris McConnehey

Council Member Dirk Burton

Council Member Zach Jacob

Council Member Alan Anderson

Mayor Jim Ridding

RIGHT-OF-WAY PURCHASE AGREEMENT

This Agreement is made and executed on the 13th day of August, 2019, by and between DOUGLAS A. DEEM AND ROSE S. DEEM, AS TRUSTEES OF THE DEEM FAMILY TRUST, DATED DECEMBER 18, 2015 ("Grantor"), and the CITY OF WEST JORDAN, a municipal corporation and political subdivision of the State of Utah ("City").

In consideration of the mutual covenants, agreements, and considerations contained herein, the parties hereby covenant and agree as follows:

1. Grantor agrees to grant and convey to City by Special Warranty Deed and Temporary Construction Easement, the land which is more particularly described as indicated on Exhibit "A" and "B", attached hereto and incorporated herein by this reference, which interests in Grantor's Property are needed for the purpose of all existing improvements including but not limited to trees, fences, structures, irrigation facilities and landscaping. Grantor agrees to execute and deliver the attached Deed and Easement within 15 days of execution of this Agreement.

2. City will pay \$1,200.00 to Grantor as Grantor's name appears first above, which payment is for the purchase of interest in real property by Special Warranty Deed and Temporary Construction Easement, and any and all claims, loss or damages of Grantor arising from City's taking or purchase of the Property, including but not limited to severance damages.

3. Payment as set forth in Paragraph 2 above shall constitute full compensation for the following improvements affected by City's taking of the property: all existing improvements, including but not limited to trees, fences, structures, irrigation facilities and landscaping.

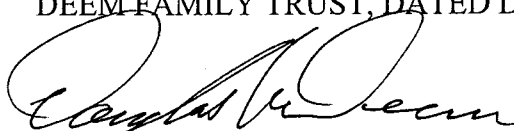
4. Grantor understands that this Agreement is not binding until signed by the Grantor and the Mayor and City Recorder. The City hereby represents that this agreement is entered into through its proprietary authority and that this Agreement is binding upon the City.

5. The parties agree that this constitutes the entire Agreement between Grantor and City and that no verbal statement made by anyone about this Agreement or transaction shall be construed to be part of this Agreement unless written in this document.

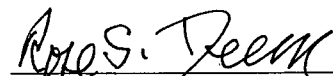
[Signatures begin on next page]

DATED this 13th day of August, 2019.

DEEM FAMILY TRUST, DATED DECEMBER 18, 2015



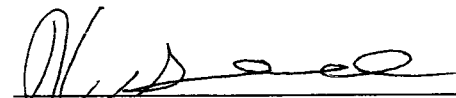
Douglas A. Deem, Trustee



Rose S. Deem, Trustee

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

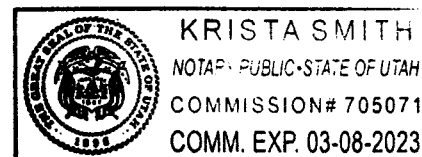
On this 13 day of August, 2019 personally appeared before me DOUGLAS A. DEEM AND ROSE S. DEEM, known to me to be the signer of the foregoing instrument, and on their oath acknowledged to me that they executed the same as Trustees of the DEEM FAMILY TRUST, DATED DECEMBER 18, 2015, and executed it with lawful and proper authority and the execution was a valid act binding on said Trust.



NOTARY PUBLIC

My Commission Expires: 03/08/2023

Residing in West Jordan, Utah



CITY OF WEST JORDAN, UTAH

ATTEST

By: _____
Name: Jim Riding
Title: Mayor

By: _____
Name: Jamie Brooks
Title: Interim City Recorder

Dated: _____

EXHIBIT "A"
(Purchase)

Beginning at -the Northeast corner of Lot 13, Huntington Parks Subdivision – Plat No. 1, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, State of Utah, said point being 33.00 feet West and 432.70 feet South 00°18'24" East along the East line of said Subdivision from the East Quarter Corner of Section 32, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence South 0°18'24" East 17.50 feet along the Easterly line of said Lot 13; thence West 10.00 feet; thence North 0°18'24" West 17.50 feet to the Northerly line of said Lot 13; thence East 10.00 feet along said Northerly line to the point of beginning.

The above description contains 175 square feet, or 0.004 acres, more or less.

The foregoing affects a portion of Salt Lake County Parcel Number 21-32-426-017.

EXHIBIT "B"
(Temporary Construction Easement)

Beginning at a point on the Easterly line of Lot 13, Huntington Parks Subdivision – Plat No. 1, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, State of Utah, said point being 33.00 feet West and 450.20 feet South 00°18'24" East along the Easterly line of said Subdivision from the East Quarter Corner of Section 32, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence South 0°18'24" East 127.50 feet along the Easterly line of said Lot 13 to the Southeast corner thereof; thence West 10.00 feet along the Southerly line of said Lot 13; thence North 0°18'24" West 117.50 feet; thence West 10.00 feet; thence North 0°18'24" West 27.50 feet to the Northerly line of said Lot 13; thence East 10.00 feet along said Northerly line; thence South 0°18'24" East 17.50 feet; thence East 10.00 feet, more or less, to the Easterly line of said Lot 13 and the point of beginning.

The above description contains 1,550 square feet, or 0.0356 acres, more or less.

The foregoing affects a portion of Salt Lake County Parcel Number 21-32-426-017.