

Midway City Council
18 August 2020
Regular Meeting

Resolution 2020-26 /
600 North Easement
Settlement Agreement



RESOLUTION 2020-26

A RESOLUTION APPROVING A PROPERTY EXCHANGE AGREEMENT WITH RYAN JACOBS MILLER

WHEREAS, Utah law authorizes municipalities to enter into contracts and agreements for public purposes; and

WHEREAS, the Midway City Council finds it in the public interest to enter into a property exchange agreement with Ryan Jacobs Miller.

NOW THEREFORE, be it hereby RESOLVED by the City Council of Midway City, Utah, as follows:

Section 1: The attached Property Exchange Agreement is hereby approved.

Section 2: The Mayor of Midway City is hereby authorized to execute the Agreement on behalf of the City.

PASSED AND ADOPTED by the Midway City Council on the day of 2020.

MIDWAY CITY

Celeste Johnson, Mayor

ATTEST:

Brad Wilson, Recorder

(SEAL)

DRAFT

Exhibit A

DRAFT

PROPERTY EXCHANGE AGREEMENT

This PROPERTY EXCHANGE AGREEMENT (“Agreement”) is entered into this ____ day of August, 2020, by and between MIDWAY CITY, a municipal corporation, (the “City”), and RYAN JACOBS MILLER, (“Mr. Miller”). The City and Mr. Miller are jointly referred to herein as the “Parties”.

RECITALS

WHEREAS, Mr. Miller is the owner of real property located at 595 N. River Rd., Midway, UT 84049 (the “Property”), which is more fully described in Exhibit “A” and incorporated herein by this reference; and

WHEREAS, the City desires to construct a walking trail extending along 600 North, running parallel with the north edge of Mr. Miller’s Property, and winding south along River Road, running parallel with the east edge of Mr. Miller’s Property, as shown in Exhibit “B” and incorporated herein by this reference; and

WHEREAS, Mr. Miller agrees to deed to the City, via Quit Claim Deed, a ninety-seven (97) square foot portion of the northeast corner of the Property in order for the City to construct the trail, as shown in Exhibit “B”, subject to the terms and conditions contained herein; and

WHEREAS, in exchange, the City agrees to deed to Mr. Miller, via Quit Claim Deed, a seven hundred ninety-three (793) square foot portion of City-owned property running parallel with the eastern border of Mr. Miller’s Property, as shown in Exhibit “B”, subject to the terms and conditions contained herein.

AGREEMENT

THEREFORE, in consideration of their mutual promises, covenants and obligations set forth below, the Parties agree as follows:

A. Transfer of the Northeast Corner of the Property to the City.

1. Transfer of Property. Mr. Miller agrees to transfer ninety-seven (97) square feet of the northeast corner of the Property to the City, as shown in Exhibit “B”.
2. Closing Costs and Attorney’s fees. The City and Mr. Miller shall each pay their own costs, including attorney’s fees, associated with this transaction.

B. Transfer of the East-Border Property to Mr. Miller.

1. Transfer of Property. In exchange for the northeast corner of the Property, The City agrees to transfer seven hundred ninety-three (793) square feet of property running parallel with the east border of the Property to Mr. Miller, as shown in Exhibit “B”.

2. Closing Costs and Attorney's fees. The City and Mr. Miller shall each pay their own costs, including attorney's fees, associated with this transaction.
3. Landscaping. The City further agrees to pay Mr. Miller \$4,350.00 which the Millers may use to landscape the property it receives under this Agreement.

C. Closing Date and Date of Possession.

1. Closing. The closing of the transaction ("Closing") shall take place simultaneously with the signing of the following documents: This Agreement, the Quit Claim Deed regarding the Property from Mr. Miller to the City, and the Quit Claim Deed regarding the Property from the City to Mr. Miller.
2. Possession Date. The Parties shall exchange possession of the above-described parcels of property upon closing.

D. Miscellaneous.

1. Integration Clause. All prior understandings and agreements between the City and Mr. Miller with respect to the parcels of property described herein are merged in this Agreement. This Agreement completely expresses the terms and conditions agreed to by the Parties. This Agreement has been entered into after full investigation, and neither party is relying upon any statements or representations made by anyone that is not set forth in this contract.
2. Written Modification & Waiver. This Agreement shall not be modified except in a writing signed by the authorized representatives of the Parties. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision of this Agreement except by written instruments signed by the party charged with the waiver or estoppel; no written waiver shall be deemed a continuing waiver unless specifically stated therein, and the written waiver shall operate only as to the specific term or condition waived, and not for the future or as to any other act than that specifically waived.
3. Mediation. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be submitted first to non-binding mediation, with the Parties sharing the costs of the mediator.
4. Fees and Costs. In any action or proceeding to enforce, interpret, or seek damages for violation of this Agreement, the prevailing party shall recover all attorneys' fees, litigation expenses, and court costs.
5. No Assignment. Neither party may assign this Agreement or its rights under this Agreement without the prior written approval of the other party.

6. Notices. All notices required in this contract shall be in writing and shall be served on the Parties at their last known addresses. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

MIDWAY CITY

Midway City, a municipal corporation

By: _____

Its: _____

MR. MILLER

Ryan Jacobs Miller, an individual

Exhibit A

Legal Description of Mr. Miller's Property

BEGINNING at the Northeast corner of the Northwest quarter of Section 35, Township 3 South, Range 4 East, Salt Lake Base and Meridian; thence South 255.78 feet; thence West 5.38 chains; thence South 2.67 chains; thence East 91.08 feet; thence South 3.5 chains; thence West 91.08 feet; thence South 109.6 feet; thence North 62°28' West 69.4 feet; thence North 3°12' East 748 feet; thence East 363 feet, more or less to the point of beginning.

LESS AND EXCEPTING: A parcel of land lying within Section 35, Township 3 South, Range 4 East, Salt Lake Base and Meridian more particularly described as follows

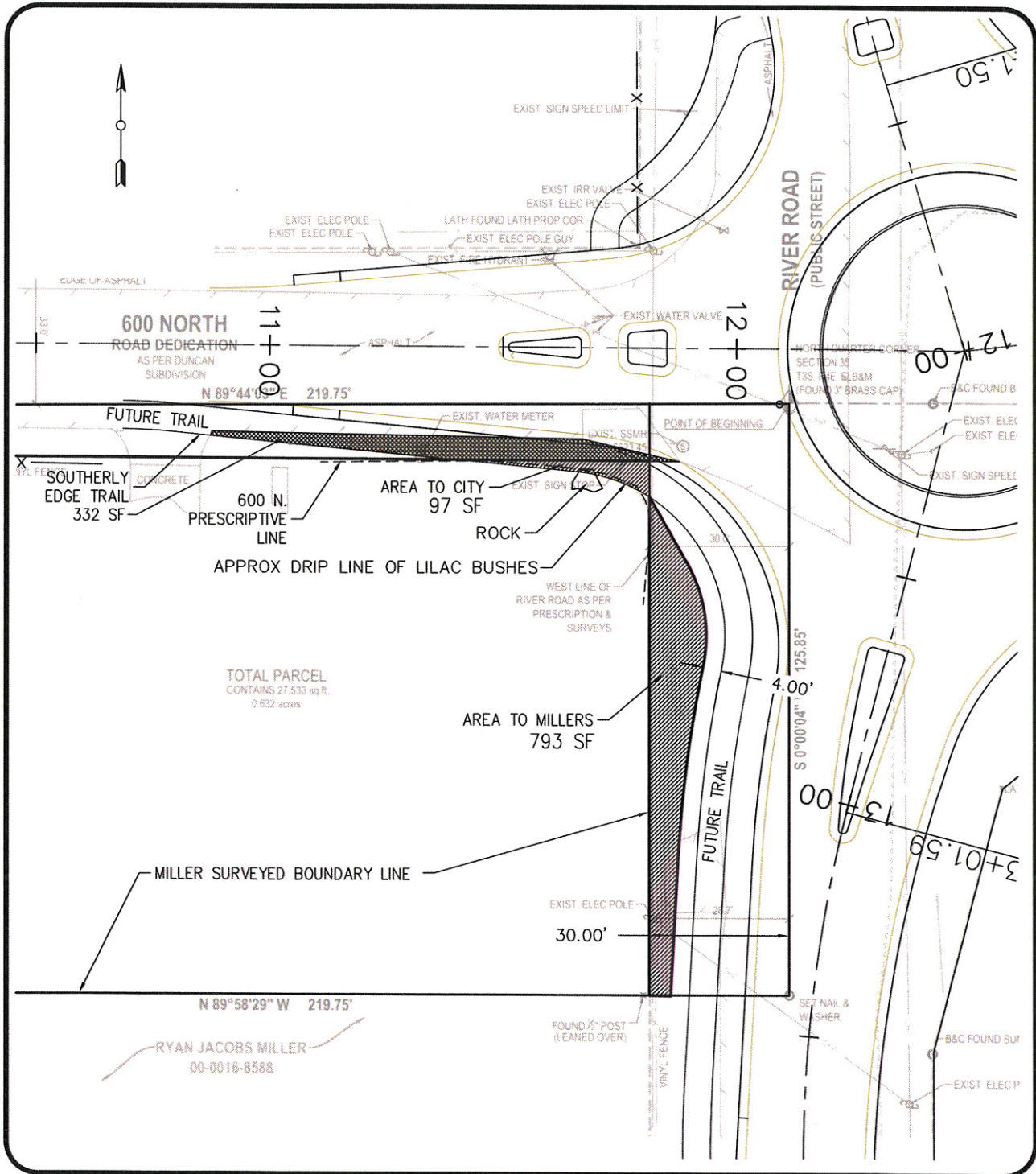
BEGINNING at a point West 355.08 feet and South 255.78 feet from the North quarter corner of said Section 35 and thence running South 176.22 feet; thence East 91.08 feet; thence South 231.00 feet; thence West 91.08 feet; thence South 109.60 feet; thence North 62°28'00" West 69.40 feet; thence North 3°12'00" East 485.50 feet; thence East 34.44 feet to the point of beginning.


ALSO EXCEPTING: COMMENCING at a point West a distance of 218.94 feet from the North quarter corner of Section 35, Township 3 South, Range 4 East, Salt Lake Base and Meridian; said North quarter corner being North 00°21'08" West a distance of 53.56 feet from a Wasatch County Reference monument located in the approximate center of River Road in midway, Utah; thence South a distance of 100.00 feet; thence West a distance of 79.42 feet; thence South a distance of 151.15 feet to a fenceline; thence South 89°37'59" West along a fence line a distance of 51.93 feet to a fence corner; thence South 00°53'44" West a distance of 4.30 feet; thence North 89°59'35" West a distance of 36.15 feet to a fence line; thence North 03°55'49" East along a fence line a distance of 256.38 feet to the North line of Section 35; thence East along the Section line a distance of 150.00 feet to the point of beginning.

ALSO EXCEPTING: COMMENCING at a point West a distance of 218.94 feet from the North quarter corner of Section 35, Township 3 South, Range 4 East, Salt Lake Base and Meridian, said North quarter corner being North 00°21'08" West a distance of 53.56 feet from a Wasatch County reference monument located in the approximate center of River Road in Midway, Utah; thence South a distance of 100.00 feet to the point of beginning; thence South a distance of 25.77 feet; thence East a distance of 218.94 feet; thence South a distance of 130.00 feet; thence West a distance of 298.36 feet; thence North a distance of 155.78 feet; thence East a distance of 79.42 feet to the point of beginning.

Beginning at a point South a distance of 125.77 feet from the North Quarter Corner of Section 35, Township 3 South, Range 4 East, Salt Lake Base and Meridian, said North Quarter Corner being South 85°33'10" West 1.98 feet from a Wasatch County Reference Monument set in 1995 located in the approximate center of River Road in Midway, Utah; and running thence South 130.00 feet; thence West 218.94 feet; thence North 130.00 feet; thence East 218.94 feet to the point of beginning.

Exhibit B



PROJECT: L19-200	DATE: 7/8/20	PROJECT: RIVER ROAD & 6TH NORTH ROUND ABOUT	<div> <div>55 WEST CENTER P.O. BOX 178 HEBER CITY, UT 84032</div> <div>  <div> P: 435.654.9229 F: 435.654.9231 </div> </div> </div>
SHEET: 1 OF 1	DRAWN BY: DMK	EXHIBIT NAME: ACREAGE ANALYSIS WITH MILLERS SURVEY	

Summit Engineering Group Inc.
Structural • Civil • Surveying