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Book - 9487 Pg - 3465-3479

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

TAYLORSVILLE CITY

2600 TAYLORSVILLE BLVD

TAYLORSVILLE UT 84118-2208

BY: KJE, DEPUTY - MA 15 P.

Real Property Purchase Agreement

THIS REAL PROPERTY PURCHASE AGREEMENT (this "Agreement") is entered into this 21 day of May, 2007, between CITY OF TAYLORSVILLE, a Utah municipality (the "City"), and THOMAS NICOL AND CARMA NICOL AS TRUSTEES OF THE THOMAS AND CARMA NICOL TRUST ("Seller").

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RECITALS:

A. Seller owns real property located near the intersection of 4000 West 6200 South in Taylorsville, Salt Lake County, Utah (the "Property"), as more particularly described in exhibit "A."

B. The City desires to install a new traffic control signal and related facilities (the "Traffic Control Signal") at the intersection of 4000 West 6200 South.

C. The Seller desires to convey a portion of the Property to the City ("Conveyance") for use in the construction of the Traffic Control Signal and desire to grant to the City a temporary construction easement ("Temporary Construction Easement") for construction of the Traffic Control Signal and other improvements as set forth in this Agreement.

D. In exchange for the Conveyance and the Temporary Construction Easement, the City agrees to construct certain improvement on the Property and accept certain conditions in the construction of the Traffic Control Signal.

E. The parties intend to set forth herein all of the terms and conditions relating to the transfer of the Property and to supersede hereby and consolidate herein all prior agreements and negotiations, oral and/or written, for the transfer of any or all of the property.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

TRANSFER OF THE PROPERTY AND GRANT OF EASEMENT

Section 1.1. **Transfer of Property.** Seller agrees to execute a Quitclaim Deed transferring the Property to the City. A copy of the Quitclaim Deed together with a description of the property is attached hereto as exhibit "A."

Section 1.2. **Grant of Temporary Construction Easement.** Seller agrees to grant to the City a nonexclusive Temporary Construction Easement on the Property for the purposes of installing the Traffic Control Signal and other improvements as set forth in Section 2. A copy of the Temporary Construction Easement is attached hereto as exhibit "B."

BK 9487 PG 3465

ARTICLE 2
CONDITIONS AND OBLIGATIONS OF THE CITY

As consideration for the Seller's transfer of the Property and the granting of the Temporary Construction Easement to the City, as set forth in Article 1, the City hereby agrees to the following:

Section 2.1. **Installation of Curb, Gutter and Sidewalk.** The City agrees to construct a curb, gutter and sidewalk along the portions of the Property adjacent to existing public streets, as depicted on exhibit "C."

Section 2.2 **Parking Strip.** The City agrees to construct a color pattern concrete parking strip, as depicted on exhibit "C."

Section 2.3. **Driveway From 6200 South.** The City agrees to construct a driveway on the Property from 6200 South at the location of the existing driveway, as depicted on exhibit "C."

Section 2.4. **Drive Approach from 3975 West.** The City agrees to construct a drive approach on the Property from 3975 West, together with a gate in front of the drive approach, as depicted on exhibit "C."

Section 2.5. **Water Meter.** The City agrees to relocate the existing water meter on the Property to a location in the new parking strip, as depicted on exhibit "C."

Section 2.6. **Water and Sewer Service.** The City agrees to construct facilities to connect to the water and sewer system (but not connected to such system) at or near each of the driveways (set forth in Section 2.3 and Section 2.4), as depicted in exhibit "C." But the City will not pay connection fees, impact fees or any other costs associated with connecting to the City water or sewer systems.

Section 2.7. **Temporary Fencing.** The City agrees to construct temporary fencing around any construction areas on the Property during the construction.

Section 2.8. **Permanent Fencing.** The City agrees to replace the fence currently existing on the Property with a 6 foot chain link fence and a 12 inch concrete mow strip at the locations depicted on exhibit "C." In the event that the Sellers desire that the City constructs a fence from a different material, the Sellers must pay the difference of the cost of construction to the City prior to the construction of the fence. In no event is the City obligated to construct a fence that would interfere with the clear line of sight of any street or intersection or which violates City construction standards.

Section 2.9. **Future Road to 6200 South Street.** The City agrees to allow the Sellers to construct a road from the Property to 6200 South Street at the time Sellers develop the Property.

Section 2.10. **Power Service to Existing Barn.** The City agrees to bring power and pay Rocky Mountain Power to install a meter on the Existing Barn. The meter will be in the sellers name.

ARTICLE 3 CONDITIONS AND OBLIGATIONS OF THE SELLER

As consideration for the City performing its obligations, as set forth in Article 2, the Seller hereby agrees to the following:

Section 3.1. **Animals.** To the extent necessary for the safety of the animals and persons working on the construction, the Seller agrees to have all animals out off of the Property during the construction of the Traffic Control Signal and other improvement set forth in Article 2.

Section 3.2 **Parking Strip.** In the event that the Seller develops the property in the future, the Seller agrees to remove the concrete parking strip and replace the concrete with landscaping.

ARTICLE 4 ADDITIONAL PROVISIONS

The following provisions are also an integral part of this Agreement:

Section 4.1. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

Section 4.2. **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

Section 4.3. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

Section 4.4. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

Section 4.5. **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

Section 4.6. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

Section 4.7. **Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. This Agreement is the result of arms-length negotiations between the parties, and both Buyer and Sellers have had substantive input regarding the various provisions of this Agreement. Accordingly, each of the parties affirms its desire that this Agreement be interpreted in an absolutely neutral fashion with no regard to any rule of interpretation (or the like) requiring that the provisions of this Agreement be construed to favor one party (such as, for example, the party that did not draft this Agreement) over the other.

Section 4.8. **Attorneys' Fees.** In the event any action or proceeding is brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal, or in any bankruptcy or insolvency proceeding.

Section 4.9. **Notice.** Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof by hand delivery or by facsimile transmission, (b) upon acceptance or refusal of delivery by Federal Express or a similarly reputable guaranteed overnight delivery service, or (c) within five (5) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the respective addresses set forth above or to such other address(es) as may be supplied by a party to the other from time to time in writing.

Section 4.10. **Timing.** The City shall in its sole discretion determine the timing of the construction and installation of the improvements set forth in Section 2.

Section 4.11. **Survival.** All of the parties' respective representations, covenants and warranties and obligations (including, without limitation, any obligation to indemnify) set forth herein shall survive the Closing and the delivery of any deeds, bills of sale or the like contemplated herein.

Section 4.12. **Commissions.** Each party shall indemnify and hold the other harmless from and against all claims for any real estate commissions and other fees with respect to the procurement and closing of this Agreement made by any person or entity with whom they have dealt or are alleged to have dealt.

Section 4.13. **Force Majeure.** Each date by which a condition or obligation set forth herein must be satisfied shall be extended by the number of days during which satisfaction of such condition or obligation is necessarily delayed by strikes; lockouts; civil strife; war; natural disasters; acts of God; unavailability of materials or supplies; delays by governmental authorities or any lender in giving any required approvals; or any other events beyond the control of the party required to perform, so long as the party charged with performance in that situation diligently pursues such performance.

Section 4.14. **Exhibits and Recitals.** The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

DATED effective the date first above written.

ATTEST:



CITY OF TAYLORSVILLE,
a Utah municipality

By: *Virginia Loader*
VIRGINIA LOADER, Recorder

By: *Russ Wall*
RUSS WALL, Mayor

THOMAS AND CARMA NICOL TRUST

By: *Carma Nicol*
CARMA NICOL, Trustee

JNB\TX2023-1

Exhibit "A" to
Real Property Exchange Agreement

[Quitclaim Deed]

When Recorded, Return to:

TAYLORSVILLE CITY
CITY RECORDER
2600 West Taylorsville Blvd.
Taylorsville, Utah 84118

Quitclaim Deed

THOMAS NICOL AND CARMA NICOL AS TRUSTEES OF THE THOMAS AND CARMA NICOL TRUST, GRANTOR, quitclaim to **CITY OF TAYLORSVILLE**, a municipality of the State of Utah, 2600 W. Taylorsville Blvd., Taylorsville, Utah 84118, GRANTEE, for good and valuable consideration, the receipt of which is acknowledged, the follow-described property in Salt Lake County, State of Utah:

A parcel of land in fee, being part of an entire tract of property situate in the NE1/4NE1/4 of Section 19, T.2S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the northeast corner of said entire tract at a point 33.00 feet S.00°06'29"E. from the Northeast Corner of said Section 19, and running thence S.00°06'29"E. 132.65 feet along the easterly boundary line of said entire tract; thence N.37°09'16"W. 15.31 feet to the beginning of a 150.00 foot radius curve to the right; thence northerly along the arc of said curve 96.99 feet through a delta of 37°02'47" (Note: Chord to said curve bears N.18°37'52"W. for a distance of 95.31 feet); thence N.00°06'29"W. 7.21 feet; thence N.45°01'00"W. 22.64 feet; thence N.89°55'30"W. 179.65 feet along a line parallel with the northerly section line of said Section 19 to the westerly boundary line of said entire tract; thence N.00°06'29"W. 7.00 feet along said westerly boundary line to the northwest corner of said entire tract; thence S.89°55'30"E. 235.13 feet along the northerly boundary line of said entire tract to the point of beginning.

The above described parcel of land contains 5442 square feet or 0.125 acres in area, more or less.

Dated this 21st day of May, 2007.

GRANTOR:
THOMAS AND CARMA NICOL TRUST

By Carma Nicol
CARMA NICOL, Trustee

Exhibit "B" to
Real Property Exchange Agreement

[Temporary Construction Easement]

When Recorded, Return to:

TAYLORSVILLE CITY
CITY RECORDER
2600 West Taylorsville Blvd.
Taylorsville, Utah 84118

Temporary Construction Easement

THOMAS NICOL AND CARMA NICOL AS TRUSTEES OF THE THOMAS AND CARMA NICOL TRUST, GRANTOR, hereby grants and conveys to the **CITY OF TAYLORSVILLE**, a Utah municipality whose address is 2600 West Taylorsville Boulevard, Taylorsville, UT 84118, Grantee, for good and valuable consideration, a temporary construction easement, for the purpose of constructing a traffic control signal and other improvements agreed to by the parties, over, across, under, and through the following property:

A temporary easement, upon part of an entire tract of property situate in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19, Township 2 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah for the purpose of constructing a sidewalk, signal pole and appurtenant parts thereof incident to the intersection improvements on 6200 South and 4000 West.

The boundaries of said entire tract are described as follows:

Beginning at on the easterly boundary line of said entire tract at a point 165.65 feet S 00°06'29" E from the Northeast Corner of said Section 19; thence continuing along said easterly boundary line S 00°06'29" E 24.90 feet; thence N 37°09'16" W 35.18 feet to a point of tangency with a 165.00-foot radius curve to the right; thence northerly 107.69 feet along the arc of said curve through a central angle of 37°23'47" (chord bears N 18°27'22" W 105.79 feet); thence N 45°01'00" W 10.24 feet; thence N 89°55'30" W 173.40 feet along a line parallel to the northerly boundary line of said entire tract to the westerly boundary line of said entire tract; thence N 00°06'29" W 15.00 feet along said westerly boundary line; thence S 89°55'30" E 179.65 feet along a line parallel to the northerly boundary line of said entire tract; thence S 45°01'00" E 22.64 feet; thence S 00°06'29" E 7.21 feet along a line parallel to the easterly boundary line of said entire tract to a point of tangency with a 150.00-foot radius curve to the left; thence southerly 96.99 feet along the arc of said curve through a central angle of 37°02'47" (chord bears S 18°37'52" E 95.31 feet) to a point of tangency; thence S 37°09'16" E 15.31 feet to the point of beginning.

Containing 4,862 square feet, more or less.

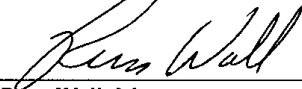
In accepting the grant of this Temporary Construction Easement, the Grantee hereby covenants and agrees that the Grantee shall promptly repair and restore upon completion of the Grantee's work those portions of the Grantor's property affected by the Grantee's activities contemplated herein and shall hold the Grantor harmless from and against any and all claims, damages, or liens resulting from the Grantee's activities or the activities of the Grantee's agents, contractors, or employees on Grantor's property.

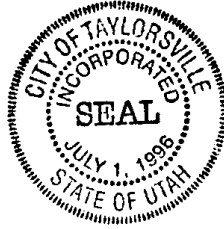
BK 9487 PG 3474

AGREED AND ACCEPTED:


GRANTEE:

CITY OF TAYLORSVILLE, a municipal corporation

By: 
Russ Wall, Mayor



ATTEST:

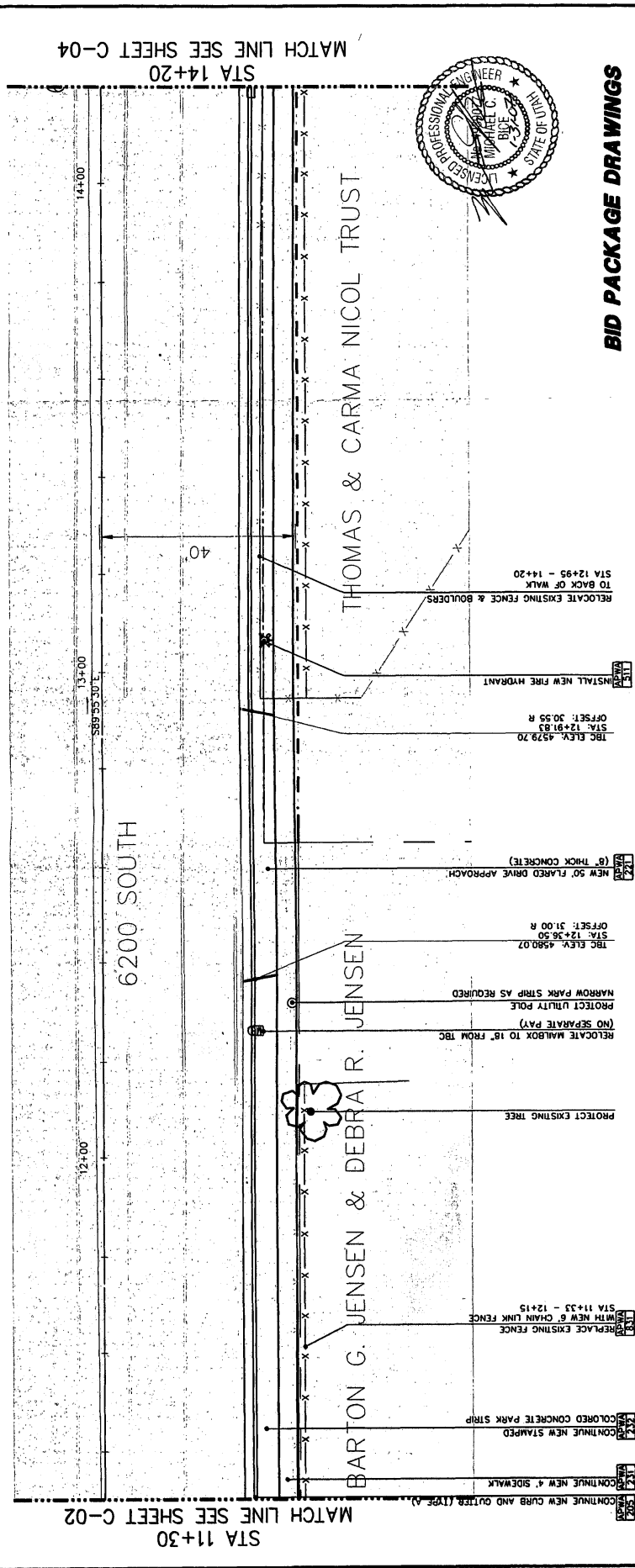
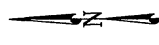
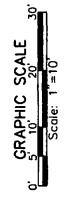

Virginia Loader, City Recorder

JNB/T/2025

**Exhibit "C" to
Real Property Exchange Agreement**

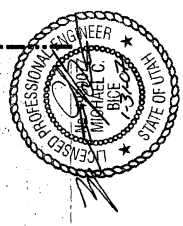
[Attach Construction Plans]

NOTE:
 1. EXISTING ROW
 2. PROPOSED ROW



MATCH LINE SEE SHEET C-02 STA 11+30

MATCH LINE SEE SHEET C-04 STA 14+20



BID PACKAGE DRAWINGS

PROJECT NO: 506010
 SHEET NO: C-03
 FULL TITLE: POCKET
 4000 W. 6200 S. INTER. RECONSTRUCTION
 CONSTRUCTION PLAN SCHEDULE A
 STA 11+80 - 14+20

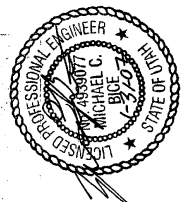
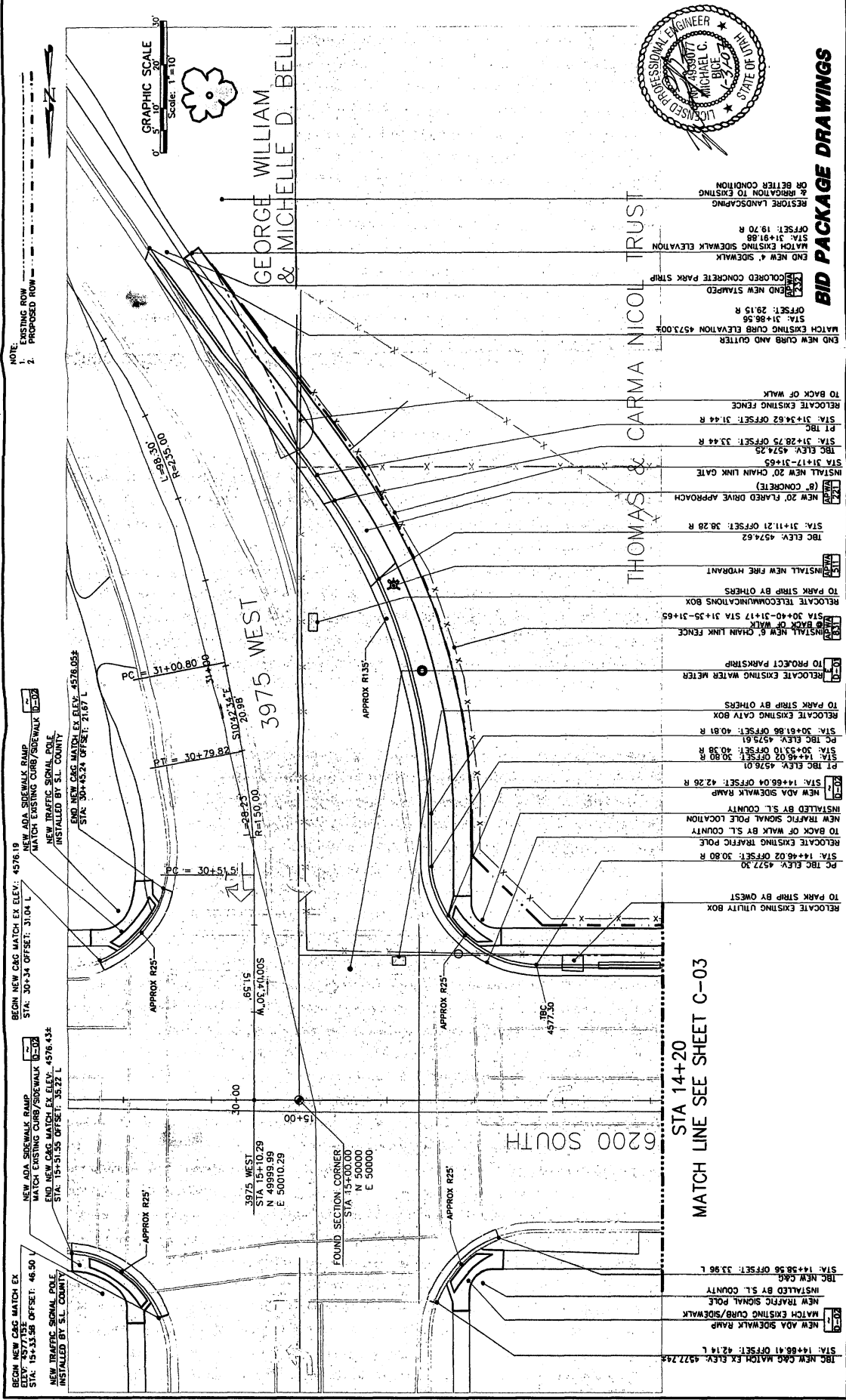
FORSYTH
Associates, Inc.
 370 EAST 600 SOUTH, 2800 EAST LAKELAND BLVD, UT 84111
 PH: 801.544.4785 FAX: 801.544.4802

TAYLORSVILLE CITY
ENGINEERING DIVISION

DESIGNED BY	DATE	APPROVED BY
DRAWN		
CHECKED		
IN CHARGE		

WARNING
 ALL DIMENSIONS IN FULL SIZE UNLESS OTHERWISE NOTED.
 IF NOT 2" SCALE ACCORDING TO

This document is not for construction or other use without the express written consent of Forsyth Associates, Inc.



BID PACKAGE DRAWINGS

PROJECT NO: 5066010
 SHEET NO: C-04
 TITLE: INTERSECTION RECONSTRUCTION
 CONSTRUCTION PLAN SCHEDULE A
 STA 14+20 - 15+50, STA 30+00 - 32+00

FORSGREN
 ENGINEERING DIVISION
 1000 N. W. 10th St., Suite 100
 Ft. Lauderdale, FL 33304
 TEL: (954) 575-7600 FAX: (954) 575-7601

TAYLORSVILLE CITY
 ENGINEERING DIVISION

WARNING
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NO.	REVISION	BY	DATE	APPROVED

- RELOCATE EXISTING UTILITY BOX TO PARK STRIP BY OWNER
- PC: TBC ELEV. 4527.30 STA: 14+46.02 OFFSET: 30.80 R
- TO BACK OF WALK BY S.L. COUNTY
- RELOCATE EXISTING TRAFFIC POLE
- NEW TRAFFIC SIGNAL POLE LOCATION
- NEW ADA SIDEWALK RAMP
- PC: TBC ELEV. 4529.01 STA: 14+46.02 OFFSET: 30.80 R
- PC: TBC ELEV. 4579.61 STA: 30+51.10 OFFSET: 40.38 R
- PC: TBC ELEV. 4579.61 STA: 30+61.86 OFFSET: 40.81 R
- RELOCATE EXISTING CATY BOX TO PARK STRIP BY OTHERS
- RELOCATE EXISTING WATER METER TO PROJECT PARKSTRIP
- INSTALL NEW CHAIN LINK FENCE
- STA: 30+40+31+17 STA 31+35-31+65
- RELOCATE TELECOMMUNICATIONS BOX TO PARK STRIP BY OTHERS
- INSTALL NEW FIRE HYDRANT
- TBC ELEV. 4574.62 STA: 31+11.21 OFFSET: 38.28 R
- NEW 20' FLARED DRIVE APPROACH (B CONCRETE)
- INSTALL NEW 20' CHAIN LINK GATE
- STA 31+17-31+65
- TBC ELEV. 4574.25 STA: 31+28.75 OFFSET: 33.44 R
- TBC: STA: 31+34.62 OFFSET: 31.44 R
- RELOCATE EXISTING FENCE TO BACK OF WALK
- END NEW CURB AND GUTTER MATCH EXISTING CURB ELEVATION 4573.00
- OFFSET: 29.15 R
- END NEW STAMPED CONCRETE PARK STRIP
- PAVING COLORED CONCRETE PARK STRIP
- END NEW 4" SIDEWALK MATCH EXISTING SIDEWALK ELEVATION
- OFFSET: 19.70 R
- RESTORE LANDSCAPING & IRRIGATION TO EXISTING OR BETTER CONDITION

NOTE:
 1. EXISTING ROW
 2. PROPOSED ROW

GRAPHIC SCALE
 Scale: 1" = 10'



GEORGE WILLIAM & MICHELLE D. BELL

THOMAS & CARMA NICOL TRUST

3975 WEST

6200 SOUTH

STA 14+20
 MATCH LINE SEE SHEET C-03

FOUND SECTION CORNER:
 STA 15+00.00
 N 50000
 E 50000

NEW ADA SIDEWALK RAMP
 MATCH EXISTING CURB/SIDEWALK
 NEW TRAFFIC SIGNAL POLE
 INSTALLED BY S.L. COUNTY

NEW ADA SIDEWALK RAMP
 MATCH EXISTING CURB/SIDEWALK
 NEW TRAFFIC SIGNAL POLE
 INSTALLED BY S.L. COUNTY

NEW ADA SIDEWALK RAMP
 MATCH EXISTING CURB/SIDEWALK
 NEW TRAFFIC SIGNAL POLE
 INSTALLED BY S.L. COUNTY

NEW ADA SIDEWALK RAMP
 MATCH EXISTING CURB/SIDEWALK
 NEW TRAFFIC SIGNAL POLE
 INSTALLED BY S.L. COUNTY