

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, August 4, 2026** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 6:00 pm in Conference Room 3 followed by the regular session at 7:00 pm in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website <https://farmington.utah.gov/city-government/city-council/city-council-meetings/>. If you wish to email a comment for any of the listed public hearings, you may do so to dcarlile@farmington.utah.gov

WORK SESSION - 6:00 p.m.

- Noise Ordinance Revisions (3)
- Development concept discussion with Ovation Homes
- Discussion of regular session items upon request
- Mayor Anderson & City Council Reports

REGULAR SESSION - 7:00 p.m.

CALL TO ORDER:

- Invocation – Brett Anderson, Mayor
- Pledge of Allegiance – Kristen Sherlock, Councilmember

PRESENTATION:

- Police Department Advancement Recognition

BUSINESS:

- Consider MC Green and Sons, Inc for the lower Farmington Creek Trail Project (13)
- Enactment of Moderate Income Housing Report Requirements (36)
- Resolution for the sale of UDOT parcels 2876, 2892, 2902, 2919, 2958, 2992, and 3134 right-of-way needed for the expansion of I-15 (43)

GOVERNING BODY REPORTS:

- City Manager Report
- Mayor Anderson & City Council Reports

ADJOURN

CLOSED SESSION – Minute motion adjourning to closed session, for reasons permitted by law.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability, please contact DeAnn Carlile, City recorder at 801-939-9206 at least 24 hours in advance of the meeting.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website www.farmington.utah.gov and the Utah Public Notice website at www.utah.gov/pmn. Posted on July 30, 2026

CITY COUNCIL AGENDA



WORK SESSION

AGENDA TITLE: Noise Ordinance Revisions

PRESENTED BY: Paul Roberts, City Attorney

MEETING DATE: August 4, 2026

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Paul Roberts, City Attorney
Date: August 4, 2026
Subject: Noise Ordinance Revisions

The City occasionally gets noise complaints, which are governed by chapter 7-10 of our City code. We are seeking Council input on revisions that would result in the simplification of noise complaint interventions, and which would also potentially remove animal noise complaints from our purview.

RECOMMENDATION(S)

Provide direction to the City staff on the policy that best suits the council. Review redlines and give direction on potential amendments.

BACKGROUND

People generate noise; greater concentrations of people generate greater levels of noise. So, cities generally enact noise control ordinances to tamp down on noise that falls outside the norm.

Enforcement of noise ordinances, however, can be more complicated than it would appear at first blush. If improperly wielded, it can be used to chill constitutionally protected speech, drive out uses that were established prior to the complainant's arrival, or harass a neighbor with whom the complainant has a personal dispute.

While some noise ordinances are objective and relatively easy to enforce, such as those listed in our 7-10-020, which specifically lists uses and the hours during which they may occur, others are more difficult to enforce. For instance, a person may not "willfully or with reckless disregard" "operate or permit the operation of a motor vehicle which causes excessive noise levels" associated with a stereo, exhaust system, engine revving, or tire squealing. FCMC § 7-10-010(C). Without a definition of

“excessive noise,” a responding city official must make a qualitative judgment as to whether the noise is excessive, either in volume or duration.

Our code includes factors for the enforcement official to consider in section 7-10-030, such as the level, nature, recurrence, and origin of the noise, along with its proximity to residential areas, zoning, and density. Time of day and any background noise is also to be taken into account.

POLICY DIRECTION SOLICITED

Code enforcement of noise ordinances is currently handled by Community Development during the weekdays, and Police at nights and on weekends/holidays. If an officer is unsure of how to handle the call, they will document their observations and refer it to Community Development for review. We seek policy direction from the Council as to how aggressive the Council would like enforcement when it comes to noises.

Additionally, the redline draft largely seeks to accomplish the following:

1. Defines the term “excessive noise” to mean noises that are audible at the property boundary of a property from which a noise is originating, and of such a nature that it would disturb a person of reasonable sensitivities;
2. Removes “annoys” from the list of prohibited noises that qualify as a disruption of a dwelling;
3. Applies “excessive noise” standard to the regulated noises in section 7-10-020, and consolidates certain noises under the category of “speakers”;
4. Adds an exception for city-sponsored events, and noises perceived through shared walls in apartments or townhomes;
5. Removes the City’s enforcement authority for noise complaints related to animals, including dogs. It now refers them to Davis County Animal Services.

Davis County’s animal code exclusively addresses noise complaints from dogs, and does not address other animals. See Davis County Code § 6.16.010(B)(4). A concerned citizen could petition the County to amend its code to address other animals.

While dog-noise complaints are the most common, other animals such as cows, roosters, peafowl, and cats can make considerable noise, and at untoward hours. However, assuming that the animal is lawfully permitted in the zone, such as cows and roosters in agricultural zones, the enforcement authority is required to apply the noise ordinance factors to that animal. If the animal makes an ordinary amount or volume of noise as is reasonable for that type of animal, then it cannot result in

enforcement action merely because the noise is louder or heard at different times than other animals. For instance, a rooster that crows in the wee hours of the morning mid-Summer would not be subject to the noise ordinance solely due to the hours of the crowing. If roosters are allowed in a zone, and roosters are known to crow early in the morning, then it is not unlawful for one's rooster to crow early in the morning.

Rather than delve into these concerns over animal noises, City staff requests that the Council consider disclaiming the City's involvement in animal noise enforcement entirely.

Staff looks forward to your policy direction. Once we have received it, we will likely return with an appropriate ordinance amendment in a more final state. Or, if the Council is satisfied with the code, the work session discussion will end the matter.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Paul Roberts", with a long horizontal flourish extending to the right.

Paul Roberts
City Attorney

Review and concur,

A handwritten signature in blue ink, appearing to read "Brigham Mellor", with a long horizontal flourish extending to the right.

Brigham Mellor
City Manager

CHAPTER 10
NOISE CONTROL

SECTION:

7-10-010: Prohibited Noise

7-10-020: Regulated Noise

7-10-030: Factors

7-10-040: Exceptions

7-10-050: Special Permit

7-10-060: Violations

7-10-010: PROHIBITED NOISE:

It is unlawful for any person to wilfully or with reckless disregard create the following noise disturbances within the city:

A. Disruption Of Dwelling: To make, cause or permit any excessive noise which ~~annoys,~~ injures or endangers the comfort, repose, health or safety of any neighborhood or person residing therein ~~which under the circumstances would disturb a person of average and reasonable sensitivities.~~

B. Disruption Of Meeting: To make, cause or permit any excessive noise which prevents or disrupts a lawful meeting, gathering, business or other lawful activity, ~~which under the circumstances would disturb a person of average and reasonable sensitivities.~~

C. Automobiles: To operate or permit the operation of a motor vehicle which causes excessive noise levels as a result of any car stereo, a defective or modified exhaust system, or as a result of any unnecessary rapid acceleration, deceleration, engine revving or tire squealing.

D. Street Performances: To ~~cause or permit any excessive noise use or permit through~~ the use of bells, whistles, sirens, music horns or any other noisemaking device for the purpose of business, amusement or otherwise which tends to collect persons on the streets or sidewalks of the city.

E. Emergency Signals: To make, cause or permit the sounding of any fire, burglar, automobile or civil defense alarm, siren, whistle, or similar emergency signaling device other than for emergency or testing purposes. Any testing permitted herein shall be conducted between the hours of ten o'clock (10:00) A.M. and six o'clock (6:00) P.M. and shall be conducted for the minimum test cycle time, not to exceed three (3) minutes.

For purposes of this chapter, "excessive noise" means noise which is both: (1) plainly audible at the property boundary of the property on which the noise is originating, and (2) of such a nature that it would disturb a person of average and reasonable sensitivities.

7-10-020: REGULATED NOISE:

It shall be unlawful to cause, permit or perform the following acts between the hours of eleven o'clock (11:00) P.M. and six o'clock (6:00) A.M. within the city when such acts create a-excessive noise ~~disturbance within~~ affecting a residential area:

- A. Loading Operation: To load, unload, open, close or otherwise handle boxes, crates, containers, building materials, garbage containers or similar objects.
- B. Construction Work: To operate any tools or equipment used in construction, drilling, repair, alteration or demolition work on buildings, structures or streets.
- C. Power Equipment: To operate any mechanically powered saw, drill, sander, grinder, lawn or garden tool, lawn mower or other similar device, other than powered snow removal equipment.
- D. Garbage Collection: To collect garbage, waste or refuse.
- E. ~~Loudspeakers~~Speakers: To operate or use any loudspeaker, public address system, radio, television, musical instrument or audio device ~~mobile sound vehicle that amplifies~~ or projects sound ~~therefrom~~.
- ~~F. Radios: To operate or play any radio, television, musical instrument or similar audio device.~~

7-10-030: FACTORS:

The factors to be considered in determining whether a violation of the provisions of this chapter exist include, but shall not be limited to, the following:

- A. The level of the noise;
- B. The nature of the noise (i.e., usual or unusual);
- C. The origin of the noise (i.e., natural or unnatural);
- D. The level and intensity of any background noise;
- E. The proximity of the noise to residential areas;
- F. The nature and zoning of the surrounding area;
- G. The density of inhabitants in the surrounding area;
- H. The time of day of the noise; and
- I. The recurrence or consistency of the noise.

7-10-040: EXCEPTIONS:

A. The provisions of this chapter shall not apply to:

1. ~~emergency Responses to emergency~~ situations,
2. ~~The~~ lawful exercise of free speech, ~~and~~
3. ~~Conduct~~ permitted by license or permit of the city or otherwise authorized by law.
4. ~~In addition, this chapter shall not apply to a~~ amusement parks, ~~or~~
5. ~~agricultural~~ Agricultural equipment or operation.
6. City-sponsored events, or
7. ~~Noises perceived through shared walls, such as between apartments and townhomes.~~

B. ~~Noise complaints related to non-human animals, including dogs, are governed by Davis County Code and enforced by Davis County Animal Services, and are not subject to this chapter.~~

A.C. The exceptions provided herein are limited to the provisions of this chapter and shall not provide any exception from any other applicable law or ordinance and shall not be interpreted to limit the city's enforcement authority regarding the same.

7-10-050: SPECIAL PERMIT:

Persons may file an application with the city for a special temporary noise permit authorizing the applicant to take certain action or conduct certain activities not otherwise permitted herein. Any permit issued hereunder shall be in addition to any and all other licenses or permits required by law, and shall be subject to all other state and county laws regarding noise emissions.

A. Application: Applications for a special temporary noise permit shall be made in writing to the city planning department and shall include the following items:

1. Name and address of the applicant;
2. Activity or purpose for which the permit is desired;
3. Reasons why the permit is necessary, including an explanation of undue hardship and lack of reasonable alternatives;
4. The specific date, time and location to be covered by the permit; and
5. Any other relevant information requested by the city.

B. Fees: Each application for the special temporary noise permit filed hereunder shall be accompanied by any required permit fees set forth by resolution of the city council. No permit shall be issued until the proper fees have been paid to the city. Unless otherwise provided, the fees required herein shall be in addition to any and all other license or permit fees imposed by any other law.

C. Issuance: The city planner/zoning administrator or his or her designee shall review all applications filed hereunder and may issue or deny a permit, in whole or in part, based upon consideration for public health and safety. Any permit issued hereunder shall contain any conditions upon which the permit has been granted, including the effective dates, time restrictions, location and other reasonable requirements necessary to minimize adverse affects upon surrounding areas and any persons therein.

D. Denial: If the proper fees have not been paid, or the city planner/zoning administrator or his or her designee determines that the application does not conform with applicable law or it is not in the public's best interest to issue the permit, the city planner/zoning administrator or his or her designee shall deny the permit and notify the applicant in writing of such denial. The notice shall state the reasons for denial and inform the applicant that he or she may file a written appeal of such denial pursuant to subsection I of this section.

E. Term: Any permit issued hereunder shall specifically state the term and purpose for which it was issued, not to exceed thirty (30) days.

F. Limitation: Except as provided herein, each permit issued hereunder shall be valid only for the person to whom it is issued. Permit holders shall ensure that the permit is available for inspection by city officials at the place and time for which it is issued.

G. Records: The city planner/zoning administrator or his or her designee shall keep a record of all permits issued hereunder, including the name of the person to whom the permit was issued, the type of permit issued, and the fees collected.

H. Revocation: Any permit issued hereunder may be revoked or suspended by the city planner/zoning administrator or his or her designee due to the permit holder's failure to comply with the provisions hereof or other applicable law. Prior to revocation of any permit, proper notice and an opportunity to be heard shall be provided to the permit holder.

I. Appeal: Any determination made by the city planner/zoning administrator or his or her designee relative to the issuance, denial or revocation of a permit hereunder may be appealed to the city manager by filing within ten (10) days from the date of said determination, a written notice of appeal setting forth the grounds for the appeal and any other pertinent information. Such notice of appeal shall be filed by delivering an original and three (3) copies to the city manager during regular business hours. Upon receipt of the appeal, the city manager shall thoroughly and objectively investigate the matter and issue a written decision stating the reasons for the decision and informing the appellant of any right to judicial review provided by law.

7-10-060: VIOLATIONS:

Any person found in violation of this chapter shall be guilty of a class C misdemeanor and subject to imprisonment and/or fines as provided by law. Violations of this chapter may also constitute a public nuisance and may be enjoined and abated as such by the city.

11-29-030: GENERAL PROVISIONS:

The keeping of animals within Farmington City shall be permitted or prohibited as follows:

A. Classification: All animals shall be classified in one of the following categories (animals include all living creatures, fowl, reptiles, fish, etc.):

1. Class A (small animals): Animals kept as pets or for family food production or recreational purposes, such as dogs, cats, rabbits, fowl, etc.
2. Class B (large animals): Animals kept as pets or for family food production or recreational purposes, such as horses, cows, goats, sheep, etc.
3. Class C (commercial farming): Any and all animals of every size, type or kind kept or maintained for commercial purposes.
4. Class D (dangerous animals): Animals that are inherently or potentially dangerous may be kept or maintained only by conditional use permit.

B. Maintenance: All animals must be kept and maintained in such a manner so as not to degrade (below a reasonable standard) the health, safety, ~~noise~~, odor or sanitation environment of persons dwelling on neighboring lots. Animal noise is not governed by this code and is not taken into consideration in zoning decisions related to maintenance of animals.

C. Permitted, Prohibited: The animals permitted in any zone are limited in numbers so as to comply with the conditions mandated in subsection B of this section and to prevent a significant degradation in appearance of the premises on which they are kept in comparison with neighboring premises:

1. Class A animals may be kept in all zones.
2. Class B animals are permitted only in zones AA, A, AE, R-2, B, R, LR, S, LS, R-4, R-8, and OTR.
3. Class C animals are prohibited from all zones, except zones C, A, AA and C-R.
4. Class D animals are prohibited from all zones, except by conditional use permit.

D. Number Permitted; Area, Zone Requirements: The following numbers and kinds of animals in the size areas described are presumed to meet the standards set forth in subsections B and C of this section. Boarding kennels are permitted only where expressly listed as an allowed use within a zoning district. This presumption is rebuttable by the keeper proving that greater numbers of animals are being kept and meeting these standards, or by the city proving that equal or lesser number of animals are being kept in a manner not meeting these standards:

1. Any size lot: Two (2) dogs or four (4) cats or four (4) ducks or four (4) turkeys or four (4) geese or eight (8) chickens or eight (8) rabbits or eight (8) pigeons, or any equivalent combination.

2. One-half (1/2) acre: Two (2) dogs or two (2) sheep or two (2) goats or four (4) cats or eight (8) ducks or eight (8) turkeys or eight (8) geese or twelve (12) chickens or twelve (12) rabbits or twelve (12) pigeons, or any equivalent combination.

3. Class B large animals:

a. Zones R, LR, S, LS, R-2, R-4, R-8, OTR or B: On lots of twenty thousand (20,000) square feet or more: One horse or cow or two (2) sheep or goats per twenty thousand (20,000) square feet.

b. Zones AA, A, and AE: Not more than two (2) horses or cows or four (4) sheep, goats, pigs, or similar size animals shall be kept on lots of one-half (1/2) acre. For lots larger than one-half (1/2) acre, one additional horse or cow or two (2) additional sheep, goats, pigs, or similar size animals may be kept for each five thousand (5,000) square feet over one-half (1/2) acre. Animals younger than six (6) months in age shall not be counted in determining the total number of animals on the lots.

E. Location Of Accessory Structures: No animal shelter, hay barn, silo, equipment shed, storage building and similar accessory buildings to the agricultural use of land may be located closer than ten feet (10') to any side or rear boundary line.

CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Consider MC Green and Sons, Inc for the lower Farmington Creek Trail Project

PRESENTED BY: Chad Boshell, P.E. Assistant City Manager

MEETING DATE: August 4, 2026

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: August 4, 2026

Subject: **CONSIDER MC GREEN AND SONS, INC FOR THE LOWER FARMINGTON CREEK TRAIL PROJECT**

RECOMMENDATION

Consider the contract and bid from MC Green and Sons, Inc for the construction of the Lower Farmington Creek Trail in the amount of \$166,216.68. With the option of constructing a bridge in the amount of \$52,500.70 totaling \$218,717.38.

BACKGROUND

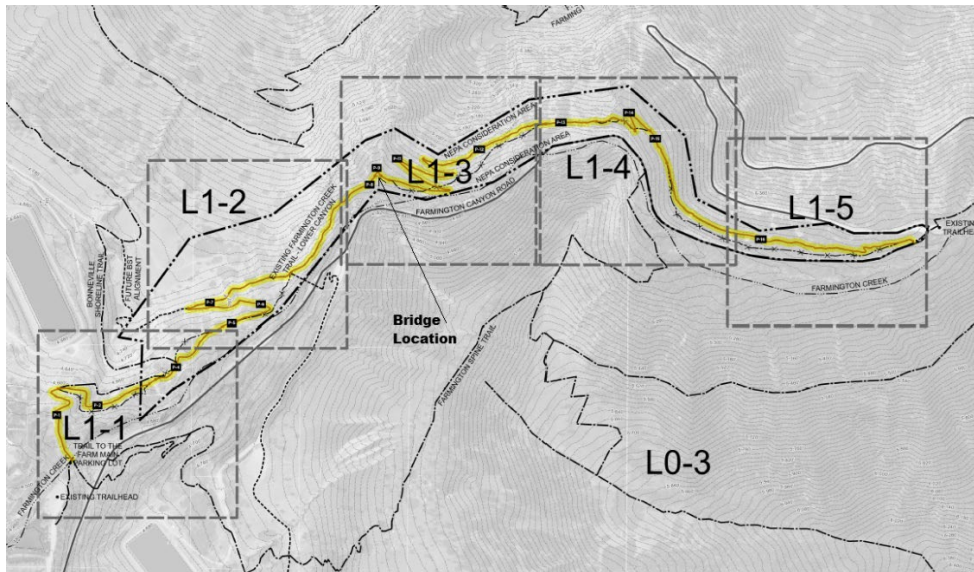
The City recently advertised for public bids receiving three bids ranging from \$166,216.68 to \$420,954.00. Below is a summary of the bids:

Contractor	Bid
MC Green and Sons, Inc	\$166,216.68
Bridge Bid Alternate	\$52,500.70
Marathon Construction	\$284,138.37
Bridge Bid Alternate	\$43,000.00
Bowen Construction	\$420,954.00
Bridge Bid Alternate	\$50,000.00

This project is supported by 2 federal grants from the Utah Office of Outdoor Recreation. One grant is from the FY2024 Recreational Trail Program – Non-Motorized for \$144,850.00. The other grant is from FY2023 Recreation Restoration Infrastructure Application for \$99,637.50. Both grants total \$244,487.50. The grants will cover 50% of the project's costs. The remaining 50% will be the responsibility of the City's local matching funds.

The expenses for this project include \$10,000 to the Forest Service for an inspection of the final project and \$23,500 for a design which was already paid by the City. Subtracting the design cost leaves the City's remaining contribution to \$102,608.69 which will require a budget amendment. The Grant funding will cover \$126,108.69.

Construction will begin in August of 2026. The project includes a trail widening, stabilization, and a possible bridge if needed.



SUPPLEMENTAL INFORMATION

Contract

Respectively Submitted

Chad Boshell, P.E.
Assistant City Manager

Reviewed and Concur

Brigham Mellor
City Manager

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Farmington City Corporation (“Owner”) and
M. C. Green & Sons, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. Install new trails, existing trail improvement, bench cuts, filling, rock work, rock walls and steps. See drawings for more details.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Lower Farmington Creek Trail

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Chad Boshell P.E.

3.02 The Owner has retained Chad Boshell, (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

- A. The Work shall be substantially completed and billed by _____. Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by _____.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in the amount of \$ 166,216.68

A. Contractor's Bid is attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 5 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:

- 1. This Agreement.
- 2. Performance.
- 3. Payment bond.
- 4. Other bonds.
 - a. (pages to , inclusive).

NOTE(S) TO USER:

Such other bonds might include maintenance or warranty bonds intended to manage risk after completion of the Work.

- 5. General Conditions.
- 6. Supplementary Conditions.

7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 11 sheet(s) with each sheet bearing the following general title: Farmington Creek Trail Reroute [or] the Drawings listed on the attached sheet index.
9. Addenda NA.
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

1.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

1.06 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on (which is the Effective Date of the Contract).

OWNER:

Farmington City

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

CONTRACTOR:

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

BID FORM
LOWER FARMINGTON CREEK TRAIL

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1.01 This Bid is submitted to:

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents that:

<u>Addendum No.</u>	<u>Addendum Date</u>
N/A	

16

and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder is aware of items included in the basis of bid as described in the measurement and payment.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	LS	1	\$8,000.00	\$8,000.00
2	Traffic and Pedestrian Control	LS	1	\$2,500.00	\$2,500.00
3	New Trail Construction	LF	6,422	\$7.50	\$48,165.00
4	Existing Trail to be Improved	LF	527	\$6.50	\$3,425.50
5	Existing Trail Alignment to Remain with Significant Machinery Improvement.	LF	999	\$18.00	\$17,982.00
6	Existing Trail Alignment to Remain. Trail Tread to Be Re-Established/Reconstructed to Meet USFS Class 3 Specifications.	LF	819	\$6.50	\$5,323.50

7	New Trail Construction. Alignment to Be Shared with Future Bonneville Shoreline Trail Reroute.	LF	670	\$7.50	\$5,025.00
8	Additional Rock Steps	LF	35	\$169.84	\$5,944.40
9	Improvements to Bench Cut	LF	30	\$198.07	\$5,942.10
10	Armored Crossing Plus Bench Cut	LF	15	\$282.60	\$4,239.00
11	Retention Plus Armoring	LF	15	\$329.81	\$4,947.15
12	Rock Bench Cut	LF	30	\$213.36	\$6,400.80
13	Bench Cut Needed at Scree	LF	340	\$93.80	\$31,892.00
14	Retaining at Scree Crossing	LF	30	\$121.24	\$3,637.20
15	Micro Drainage Needs Armoring or Pipe	LS	1	\$5,427.28	\$5,427.28
16	Closing and Disguising Abandoned Trails	LS	1	\$7,365.75	\$7,365.75
Total of All Unit Price Bid Items			\$	\$166,216.68	
B.A. 1	Construction of Bridge Across Gully	LS	1	\$52,506.70	\$52,506.70

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

C. Contractor's License No.: 232047-5501

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: M.C. Green & Sons, Inc
[Indicate correct name of bidding entity]



By: [Signature]
[Signature]

[Printed name] Jaden Loftus

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]
[Signature]

Jeremy Hall
[Printed name]

Title: Estimator

Submittal Date: 7/16/2026

Address for giving notices:

181 South 750 West
North Salt Lake, UT 84054

Telephone Number: 801-298-2988

Fax Number: 801-298-2697

Contact Name and e-mail address:

Jeremy Hall

jeremy@mcgreen.net

Bidder's License No.: 232047-5501
(where applicable)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):
M. C. Green & Sons, Inc.
181 South 750 West
North Salt Lake, UT 84054

SURETY (Name, and Address of Principal Place of Business):
Hartford Accident and Indemnity Company
One Hartford Plaza
Hartford, CT 06155

OWNER (Name and Address):
Farmington City
160 S Main St
Farmington, UT 84025

BID

Bid Due Date: July 16, 2026
Description (Project Name - Include Location):
Lower Farmington Creek Trail Project

BOND

Bond Number: 22113

Date: July 16, 2026

Penal sum Five Percent of Accompanying Bid \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

M. C. Green & Sons, Inc.

SURETY

Hartford Accident and Indemnity Company
(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By

Signature

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest

Attest

Signature

Signature

Title WITNESS

Title Witness

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: DALE BARTON AGENCY

Agency Code: 34-470679

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Hilary Baillargeon, Stirling S. Broadhead, Sam W. Clark, S. Christopher Clark, Doris Martin, Michael Murphy, Douglas S. Roskelley of SALT LAKE CITY, Utah

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 16th Day of July, 2026

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President



CITY OF
NORTH SALT LAKE
UTAH

Business License

2026

This business is hereby licensed to conduct business within the city limits of North Salt Lake, Utah.

Business Name: M. C. GREEN & SONS, INC.
License Type: Commercial - Construction & Contractor
Classification: General

M. C. GREEN & SONS, INC.
181 S 750 W
NORTH SALT LAKE, UT 84054

License Number: BL24-3507

License Expiration: 12/31/2026

Mayor

City Recorder

NON-TRANSFERABLE

CITY OF NORTH SALT LAKE DEPARTMENT OF BUSINESS LICENSING
10 E. Center St.
North Salt Lake, UT 84054 | 801-335-8701

This License is NOT Transferable

POST IN A CONSPICUOUS PLACE

City of North Salt Lake
BUSINESS LICENSE
This LICENSE EXPIRES 12/31/2026

License Number: BL24-3507

Classification: General

Business Name: M. C. GREEN & SONS, INC.
181 S 750 W
NORTH SALT LAKE, UT 84054
License Type: Commercial - Construction & Contractor
Issue Date: 01/01/2026
Renewal Date: 2025-11-17
State Registration #: State Registration #: 232047-5501
Sales Tax:
Sales Tax: N/A
Federal Tax ID:
Federal EIN: 87-0317791
Professional License #:
Professional License #: 232047-5501
Professional License Type:
Number of Units: 0
Restrictions:

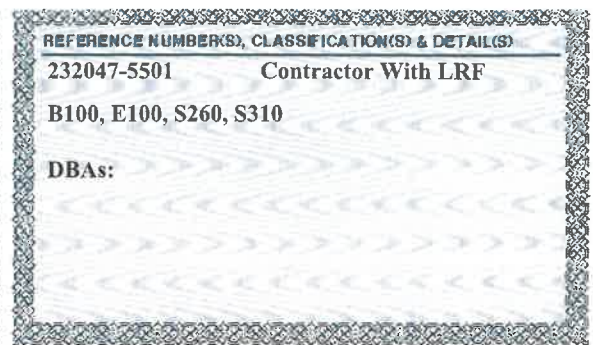
LICENSE FEES

Business License Renewal	\$	265.00
Sub Total:	\$	265.00

Permit Total:	\$	265.00
Amount Paid:	\$	265.00
Remaining Due:	\$	0.00

M. C. GREEN & SONS, INC.
181 S 750 W
NORTH SALT LAKE,, UT 84054

Responsibility for renewal is the licensee's. All licenses expire on December 31st of the license year. You can renew online by going to the City of North Salt Lake's website at <https://www.nslcity.gov/>. If you have any questions, please call us at 801-335-8701.



IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

M. C. GREEN & SONS, INC.
181 S 750 W
NORTH SALT LAKE UT 84054

Please visit our web site at
www.dopl.utah.gov should you have any
questions in the future.



CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Enactment of Moderate Income Housing Report Requirements

PRESENTED BY: Lyle Gibson, Community Development Director

MEETING DATE: August 4, 2026

CITY COUNCIL STAFF REPORT

To: Mayor and City Council

From: Lyle Gibson – Community Development Director

Date: 08/04/2026

Subject: Enactment of Moderate Income Housing Reporting Requirements.

RECOMMENDED MOTION

Move that the City Council approve the proposed enabling ordinance enacting the proposed text amendment related to moderate income housing reporting requirements.

Finding:

- 1. The additional code clarifies the reporting process and establishes uniform expectations for all development.**

BACKGROUND

For a handful of years now Farmington has included provisions in its code to require Moderate Income Housing as part of developments. To date projects which have been approved include provisions within development agreements as to how this requirement is being met along with a reporting mechanism.

The intent of this ordinance is to clarify to developers how the reporting will work whether or not it is memorialized in a development agreement.

In brief, the code places the onus on property owners to send in proof that they are meeting their obligations rather than expecting that the city reach out and request items.

Supplemental Information

- 1. Enabling Ordinance with proposed zone text language**

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Lyle Gibson", with a long horizontal flourish extending to the right.

Lyle Gibson
Community Development Director

Review and concur,

A handwritten signature in black ink, appearing to read "Brigham Mellor", with a large, stylized initial "B" and a long horizontal flourish extending to the right.

Brigham Mellor
City Manager

FARMINGTON CITY, UTAH

ORDINANCE NO. 2026 -

AN ORDINANCE AMENDING SECTION 11-4 OF TITLE 11, PLANNING AND ZONING, TO IMPLEMENT CRITERIA FOR REPORTING ON AFFORDABLE AND MODERATE INCOME HOUSING. (26-12)

WHEREAS, the Planning Commission held a public hearing in which the text changes proposed to the Zoning Ordinance were thoroughly reviewed and recommended that this ordinance be approved by the City Council; and

WHEREAS, the Farmington City Council has also reviewed the proposed amendment and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH:

Section 1. Amendment. The specific sections identified in Exhibit A attached hereto are enacted as identified

Section 4. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 5. Effective Date. This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 4th day of August, 2026.

FARMINGTON CITY

Brett Anderson, Mayor

ATTEST:

DeAnn Carlile, City Recorder

Exhibit A:

§11-2-020: DEFINITIONS OF WORDS AND TERMS:

ENHANCED DEVELOPMENT RIGHTS: Concessions permitted or granted by the City for bonus density, deviations from code requirements, or other benefits, based upon covenants by the Person (as defined in Utah Code § 68-3-12.5) or Entity to provide Affordable Housing or Moderate Income Housing as part of or all of the consideration for which the Enhanced Development Rights were granted.

§11-4-110: Moderate Income Housing Compliance Reports:

- A. Purpose: To ensure compliance with covenants regarding Affordable and Moderate Income housing made in exchange for concessions from the City during the development process.

C. Report Required:

Every Person or Entity who has received Enhanced Development Rights, or their successors in interest in the case of affordable or moderate income rental units, shall provide a written report to the Community Development Director or a designee, demonstrating faithful performance of the covenants upon which such Enhanced Development Rights were obtained:

1. For rental units, a report compliant with section 11-4-130 of this code is required annually on January 31 of each calendar year. There shall be imposed and collected a cumulative \$100.00 fine for each 30 day period or portion thereof that the report is not filed.
2. For homes sold subject to deed restrictions, reporting by the seller is required within thirty (30) days of each sale of the deed restricted home.

D. Rental Unit Report:

Covenants which required the applicant to set aside of a portion (hereinafter, the “set aside” portion or unit) of the development’s housing for rent shall make such report in the form as set forth herein and shall provide evidence demonstrating which units are designated as Affordable or Moderate Income housing and that they are in fact leased or rented to qualifying persons. Such evidence shall include to the following elements:

1. For each set aside unit, a statement under penalty of perjury by an authorized representative of the Landlord that each tenant occupying such set aside units qualifies under the definition of a recipient of Moderate Income Housing;
2. The methodology of how such determination is made by the Landlord;
3. The differential in rent, if any, paid by the occupants of such set aside unit from like non-set aside units; and

4. The total number of units in the development and the total number of set aside units.

CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Resolution for the sale of UDOT parcels 2876, 2892, 2902, 2919, 2958, 2992, and 3134 right-of-way needed for the expansion of I-15

PRESENTED BY: Brigham Mellor, City Manager

MEETING DATE: August 4, 2026

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Brigham Mellor
Date: 08/04/2026
Subject: Resolution for the sale of UDOT parcels 2876, 2892, 2902, 2919, 2958, 2992, and 3134 right-of-way needed for the expansion of I-15

RECOMMENDATION(S)

Approve contracts selling UDOT parcels 2876, 2892, 2902 & 2919 {these two are in the same contract}, 2958, 2992, and 3134 as referenced in the contract legal descriptions for right-of-way and easements needed for the expansion of I-15.

BACKGROUND

Farmington has been negotiating with UDOT on the sale of some municipal land they need for the next big infrastructure project along I-15. We have verified the prices for the following parcels, easements, and improvements (via appraisals and contractors' estimates). You will notice these contracts only address the smaller stretches of property along the right-of-way. This does not include the parcels associated with the South Park (the impacts to the ball field and skate park).

Those larger park impacts (AKA parcel 2885 for the widening project) will come a few months from now after we have worked through details.

Respectfully submitted,



Brigham Mellor
City Manager

RESOLUTION NO: _____

**A RESOLUTION AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY TO UTAH
DEPARTMENT OF TRANSPORTATION**

WHEREAS, the City Council has control over property owned by Farmington City pursuant to Utah Code Ann. § 10-8-1; and

WHEREAS, the Utah Department of Transportation (UDOT) is engaged in a major expansion of Interstate 15 through Farmington, necessitating the sale of portions of city-owned land to accommodate the expansion; and

WHEREAS, the City and UDOT have negotiated multiple real estate purchase contracts which would effect the envisioned transfer; and

WHEREAS, the City finds that the parcels under consideration are not classified as significant parcels of real property under Farmington Municipal Code § 3-6-110, and are being made to another governmental entity, thereby exempting this transaction from otherwise applicable noticing and hearing requirements, as per UCA § 11-1-205(1); and

WHEREAS, the City Council finds that the sale of the property to UDOT is in the best interest of the City and will advance the City's welfare and prosperity,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
FARMINGTON CITY, STATE OF UTAH, AS FOLLOWS:**

Section 1: Authorization to Sell Property. The City Council authorizes the sale of the land identified in the multiple purchase agreements, related to UDOT's Project No. S-R199(343) as: Parcels 2876, 2876:E, 2902, 2902:E, 2919, 2919:E, 3134, 3134:E, 2892, 2892:E, 2958, 2958:2, 2958:E, 2992:A, and 2992:E to UDOT, according to the terms of the Real Estate Purchase Contracts attached to this resolution as Exhibit A.

Section 2: Authorized Signors. The Council designates Brigham Mellor, as City Manager, to execute any and all documents necessary to effect the transfer of property authorized by this resolution.

Section 3: Severability. If any section, clause, or provision of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 4: Effective Date This Resolution shall be effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS 2ND DAY OF AUGUST 2026.**

ATTEST:

FARMINGTON CITY

DeAnn Carlile, City Recorder

Brett Anderson, Mayor



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.

Executive Director

BENJAMIN G. HUOT, P.E.

Deputy Director of Planning and Investment

LISA J. WILSON, P.E.

Deputy Director of Engineering and Operations

Re: Incentive Payment

Project Location: I-15 Reconstruction; Farmington to Salt Lake City

Project No.: S-R199(343)

PIN No.: 19854 Parcel No.: 2876, 2876:E

Offer Date: _____

Dear Farmington City,

The Utah Department of Transportation (UDOT) has begun acquisition of properties required for the above captioned project. UDOT would like to begin construction on this project and in order to expedite and avoid construction delays, UDOT is offering an incentive for quick acquisition of properties required for the project.

Your property (or a portion of it) is required for this project. UDOT is offering property owners that sign and fully execute a Right of Way contract within 30 days (or less) from the offer date a \$3,000.00 incentive payment. If it proves impossible to sign a contract in this time frame, but the owner will grant UDOT a Right of Occupancy (referred to as a ROO) then ½ of the incentive amount will be paid, or \$1,500.00, if the ROO is signed within 30 days from the offer date.

The incentive payment is in addition to the original offer. If a signed transaction cannot be completed and executed within these time frames, no incentive payment will be made. Your acquisition agent will explain the details and respond to any questions you may have.

Sincerely,

Olga Crump

Right of Way Lead

Wendy Hansen (Consultant) - Acq. Agent

801-631-6121

wendyh@horrocks.com

I, Farmington City, property owner of parcel 2876, 2876:E acknowledge that I am aware of this incentive offer and its limitations. I agree to consider this proposal. I understand that if I fail to act within the time frames specified that no incentive payment will be paid.

Signature

Signature

Date



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2876, 2876:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
County of Property: DAVIS Tax ID(s) / Sidwell No: 07-310-0117,07-336-0310
Property Address: Approx 1501 South Frontage Road, FARMINGTON, UT 84025
Owner's Address: 160 South Main PO Box 160, FARMINGTON, UT 84025
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Farmington City

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, Farmington City ("Owner") agrees to sell to the Utah Department of Transportation ("UDOT") the Subject Property described below for Transportation Purposes,¹ and UDOT and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 2876, 2876:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. UDOT shall pay and Owner accepts \$17,100 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **N/A**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and UDOT have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or UDOT under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the UDOT Director of Right of Way, Owner grants UDOT, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2876, 2876:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
County of Property: DAVIS Tax ID(s) / Sidwell No: 07-310-0117,07-336-0310
Property Address: Approx 1501 South Frontage Road, FARMINGTON, UT 84025
Owner's Address: 160 South Main PO Box 160, FARMINGTON, UT 84025
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Farmington City

4.2 Fees/Costs.

(a) Escrow Fees. UDOT agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If UDOT elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold UDOT harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to UDOT in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

In an effort to expedite the Project, the Department is offering an incentive payment for properties that must be purchased for this Project. As a result, the compensation for the acquisition of Parcels 2876 includes a \$3,000.00 incentive payment for fully executing a Right of Way Contract within 30 days (or less) from the offer date.



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2876, 2876:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
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Property Address: Approx 1501 South Frontage Road, FARMINGTON, UT 84025
Owner's Address: 160 South Main PO Box 160, FARMINGTON, UT 84025
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Farmington City

SIGNATURE PAGE TO UTAH DEPARTMENT OF TRANSPORTATION REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Wendy Hansen, through WLC Consulting, LLC, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

100% Farmington City - OWNER(s)

Date

Date

UTAH DEPARTMENT OF TRANSPORTATION

Ross Crowe

UDOT Director of Right of Way

Date

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2876, 2876:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
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Property Address: Approx 1501 South Frontage Road, FARMINGTON, UT 84025
Owner's Address: 160 South Main PO Box 160, FARMINGTON, UT 84025
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Farmington City

Exhibit A

(Attach conveyance documents)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed (City)

Davis County

Tax ID No.	07-336-0310
	07-310-0117
PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:2876

Farmington City, a Municipal Corporation of the State of Utah, who acquired title as Farmington City, Grantor, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing I-15, known as Project No. S-R199(343), being part of an entire tract of land, situate in Parcel C, Farmington Eastridge Estates–Phase 3, according to the official plat thereof, recorded February 1, 2019, as Entry No. 3141404, in Book 7191, on Page 541, as Map No. 6031, also situate in Parcel A, Farmington Eastridge Estates a Conservation Subdivision, according to the official plat thereof, recorded July 29, 2015, as Entry No. 2883175, in Book 6318, on Page 54, as Map No. 5554, in the office of the Davis County Recorder, in Lot 1 of Section 31, T.3N., R.1E., S.L.B.&M., in Davis County, State of Utah. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing easterly frontage road right of way line of the I-15 Frontage Road (800 West Street) and the southerly line of said Parcel C, said intersection is 64.24 feet N.89°48'54"W. from the southeast corner of said Parcel C, said point is in a 1,853.50-foot radius non-tangent curve to the left (Note: Radius bears S.86°16'06"W.); and running thence along said existing easterly frontage road right of way line the following four (4) courses: (1) Northerly 34.24 feet (34.25 feet by record) along the arc of a said curve through a delta of 01°03'31" (Note: Chord to said curve bears N.04°15'40"W. for a distance of 34.24 feet, to a point in a 1,850.31-foot radius non-tangent curve to the left

Continued on Page 2
CITY RW-01CY (11-01-03)

(Note: Radius bears S.83°58'39"W.); thence (2) Northerly 254.99 feet along the arc of said curve through a delta of 07°53'45" (Note: Chord to said curve bears N.09°58'13"W. for a distance of 254.79 feet), to a point in a 1,848.00-foot radius non-tangent curve to the left (Note: Radius bears S.77°19'03"W.); thence (3) Northerly 26.63 feet along the arc of said curve through a delta of 00°49'32" (Note: Chord to said curve bears N.13°05'43"W. for a distance of 26.63 feet), to a point in a 1,027.00-foot radius non-tangent curve to the right (Note: Radius bears N.76°29'30"E.); thence (4) Northerly 6.28 feet (5.65 feet by record) along the arc of said curve through a delta of 00°21'01" (Note: Chord to said curve bears N.13°19'59"W. for a distance of 6.28 feet), to the northerly line of said Parcel A, at a point approximately 17.58 feet radially distant easterly from the I-15 Frontage Road (800 West Street) Control Line opposite approximate engineer station 148+40.58, at a point of non-tangency; thence S.89°59'54"E. 20.43 feet along said northerly line, to a point in a 1,002.50-foot radius non-tangent curve to the left (Note: Radius bears N.77°06'24"E.); thence Southerly 4.51 feet along the arc of said curve through a delta of 00°15'27" (Note: Chord to said curve bears S.13°01'19"E. for a distance of 4.51 feet) along a line concentric with and 37.50 feet radially distant easterly from said Control Line to a point opposite engineer station 148+31.27, at a point of reverse curvature having a 1,537.50-foot radius to the right; thence Southerly 315.85 feet along the arc of said curve through a delta of 11°46'14" (Note: Chord to said curve bears S.07°15'56"E. for a distance of 315.30 feet) along a line concentric with and 37.50 feet radially distant easterly from said Control Line, to said southerly line, at a point of non-tangency; thence N.89°48'54"W. 7.18 feet along said southerly line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 4,651 square feet, in area or 0.107 acre, more or less.

(Note: Rotate all bearings in the above description 00°06'13" counter-clockwise to obtain NAD83 Highway Bearings.)

PIN No. 19854
Project No. S-R199(343)
Parcel No. R199:2876

This instrument is made in pursuance of an action, authorized by the City Council of said Farmington City, made on the ____ day of _____, A.D. 20____, and vesting in the Grantee all of the title in said easement.

FARMINGTON CITY

Brett Anderson, Mayor

Reviewed and Advised as to
Form and Legality

ATTEST:

Paul Roberts,
Farmington City Attorney

DeAnn Carlile,
Farmington City Recorder

STATE OF Utah)
) ss.
COUNTY OF Davis)

On this _____ day of _____, in the year 20____, before me _____, a notary public, personally appeared, Brett Anderson and DeAnn Carlile, proved on the basis of satisfactory evidence to be persons whose names are subscribed to in this document, and acknowledged they executed the same in the capacities as Farmington Mayor and Farmington City Recorder, respectively.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Construction Easement (City)

Davis County

Tax ID No.	07-336-0310 07-310-0117
PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:2876:E

Farmington City, a Municipal Corporation of the State of Utah, who acquired title as Farmington City, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following easement in Davis County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, situate in Parcel C, Farmington Eastridge Estates-Phase 3, according to the official plat thereof, recorded February 1, 2019, as Entry No. 3141404, in Book 7191, on Page 541, as Map No. 6031, also situate in Parcel A, Farmington Eastridge Estates a Conservation Subdivision, according to the official plat thereof, recorded July 29, 2015, as Entry No. 2883175, in Book 6318, on Page 54, as Map No. 5554, in the office of the Davis County Recorder, in Lot 1 of Section 31, T.3N., R.1E., S.L.B.&M., in Davis County, State of Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes incident to the drainage improvements of the existing I-15, known as Project No. S-R199(343). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement upon part of said entire tract are described as follows:

Continued on Page 2
CITY RW-09CY (11-01-03)

Beginning at a point in the southerly line of said Parcel C, said point is 42.06 feet N.89°48'54"W. from the southeast corner of said Parcel C; and running thence N.89°48'54"W. 15.01 feet along said southerly line, to a point in a 1,537.50-foot radius non-tangent curve to the left (Note: Radius bears S.88°37'11"W.); thence Northerly 315.85 feet along the arc of said curve through a delta of 11°46'14" (Note: Chord to said curve bears N.07°15'56"W. for a distance of 315.30 feet) along a line concentric with and 37.50 feet radially distant easterly from the I-15 Frontage Road (800 West Street) Control Line to a point opposite engineer station 148+31.27, to a point of reverse curvature having a 1,002.50-foot radius to the right; thence Northerly 4.51 feet along the arc of said curve through a delta of 00°15'27" (Note: Chord to said curve bears N.13°01'19"W. for a distance of 4.51 feet)) along a line concentric with and 37.50 feet radially distant easterly from said Control Line, to the northerly line of said Parcel A, at a point of non-tangency; thence S.89°59'54"E. 15.39 feet along said northerly line, to a point in a 987.50-foot radius non-tangent curve to the left (Note: Radius bears N.76°54'27"E.); thence Southerly 1.00 feet along the arc of said curve through a delta of 00°03'30" (Note: Chord to said curve bears S.13°07'18"E. for a distance of 1.00 feet) along a line concentric with and 52.50 feet radially distant easterly from said Control Line, to a point of reverse curvature having a 1,552.50-foot radius to the right; thence Southerly 319.34 feet along the arc of said curve through a delta of 11°47'08" (Note: Chord to said curve bears S.07°15'29"E. for a distance of 318.78 feet) along a line concentric with and 52.50 feet radially distant easterly from said Control Line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described easement contains 4,805 square feet, in area or 0.110 acre, more or less.

(Note: Rotate all bearings in the above description 00°06'13" counter-clockwise to obtain NAD83 Highway Bearings.)

PIN No. 19854
Project No. S-R199(343)
Parcel No. R199:2876:E

This instrument is made in pursuance of an action, authorized by the City Council of said Farmington City, made on the ____ day of _____, A.D. 20____, and vesting in the Grantee all of the title in said easement.

FARMINGTON CITY

Brett Anderson, Mayor

Reviewed and Advised as to
Form and Legality

ATTEST:

Paul Roberts,
Farmington City Attorney

DeAnn Carlile,
Farmington City Recorder

STATE OF Utah)
) ss.
COUNTY OF Davis)

On this _____ day of _____, in the year 20____, before me _____, a notary public, personally appeared, Brett Anderson and DeAnn Carlile, proved on the basis of satisfactory evidence to be persons whose names are subscribed to in this document, and acknowledged they executed the same in the capacities as Farmington Mayor and Farmington City Recorder, respectively.

Notary Public



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.

Executive Director

BENJAMIN G. HUOT, P.E.

Deputy Director of Planning and Investment

LISA J. WILSON, P.E.

Deputy Director of Engineering and Operations

Re: Incentive Payment

Project Location: I-15 Reconstruction; Farmington to Salt Lake City

Project No.: S-R199(343)

PIN No.: 19854 Parcel No.: 2892, 2892:E

Offer Date: 6/2/2025

Dear Farmington City,

The Utah Department of Transportation (UDOT) has begun acquisition of properties required for the above captioned project. UDOT would like to begin construction on this project and in order to expedite and avoid construction delays, UDOT is offering an incentive for quick acquisition of properties required for the project.

Your property (or a portion of it) is required for this project. UDOT is offering property owners that sign and fully execute a Right of Way contract within 30 days (or less) from the offer date a \$3,000.00 incentive payment. If it proves impossible to sign a contract in this time frame, but the owner will grant UDOT a Right of Occupancy (referred to as a ROO) then ½ of the incentive amount will be paid, or \$1,500.00, if the ROO is signed within 30 days from the offer date.

The incentive payment is in addition to the original offer. If a signed transaction cannot be completed and executed within these time frames, no incentive payment will be made. Your acquisition agent will explain the details and respond to any questions you may have.

Sincerely,

Olga Crump

Right of Way Lead

Wendy Hansen (Consultant) - Acq. Agent

801-631-6121

wendyh@horrocks.com

I, Farmington City, property owner of parcel 2892, 2892:E acknowledge that I am aware of this incentive offer and its limitations. I agree to consider this proposal. I understand that if I fail to act within the time frames specified that no incentive payment will be paid.

Signature

Signature

Date



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2892, 2892:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
County of Property: DAVIS Tax ID(s) / Sidwell No: 07-156-0311
Property Address: Approx 1350 S Frontage Road FARMINGTON UT, 84025
Owner's Address: PO Box F, Farmington, UT, 84025
Primary Phone: 801-939-9287 Owner's Home Phone: Owner's Work Phone: (801)939-9287
Owner / Grantor (s): Farmington City, A Utah Municipal Corporation

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, Farmington City, A Utah Municipal Corporation ("Owner") agrees to sell to the Utah Department of Transportation ("UDOT") the Subject Property described below for Transportation Purposes,¹ and UDOT and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 2892, 2892:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. UDOT shall pay and Owner accepts \$32,000 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **The owner is being compensated for the following cost to cure items: 2,766 SF Sprinklered Sod, Retrofit Sprinkler System, 1 small Bole Tree, Replace Cement Pad for a total compensation of \$15,122 included in the total compensation.**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and UDOT have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or UDOT under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the UDOT Director of Right of Way, Owner grants UDOT, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2892, 2892:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
County of Property: DAVIS Tax ID(s) / Sidwell No: 07-156-0311
Property Address: Approx 1350 S Frontage Road FARMINGTON UT, 84025
Owner's Address: PO Box F, Farmington, UT, 84025
Primary Phone: 801-939-9287 Owner's Home Phone: Owner's Work Phone: (801)939-9287
Owner / Grantor (s): Farmington City, A Utah Municipal Corporation

4.2 Fees/Costs.

(a) Escrow Fees. UDOT agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If UDOT elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold UDOT harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to UDOT in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

The owner is being compensated for the following improvements: 1628 SF Sprinklered Sod, 1 Large Bole Trees, for a total of \$8,126 included in the total compensation.

In an effort to expedite the Project, the Department is offering an incentive payment for properties that must be purchased for this Project. As a result, the compensation for the acquisition of Parcels 2892 includes a \$3,000.00 incentive payment for fully executing a Right of Way Contract within 30 days (or less) from the offer date.

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2892, 2892:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
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Owner's Address: PO Box F, Farmington, UT, 84025
Primary Phone: 801-939-9287 Owner's Home Phone: Owner's Work Phone: (801)939-9287
Owner / Grantor (s): Farmington City, A Utah Municipal Corporation

SIGNATURE PAGE TO UTAH DEPARTMENT OF TRANSPORTATION REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Wendy Hansen, through WLC Consulting, LLC, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

100% Print Name:

Farmington City

Date

UTAH DEPARTMENT OF TRANSPORTATION

Ross Crowe

UDOT Director of Right of Way

Date

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2892, 2892:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
County of Property: DAVIS Tax ID(s) / Sidwell No: 07-156-0311
Property Address: Approx 1350 S Frontage Road FARMINGTON UT, 84025
Owner's Address: PO Box F, Farmington, UT, 84025
Primary Phone: 801-939-9287 Owner's Home Phone: Owner's Work Phone: (801)939-9287
Owner / Grantor (s): Farmington City, A Utah Municipal Corporation

Exhibit A

(Attach conveyance documents)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed (City)

Davis County

Tax ID No.	07-156-0311
PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:2892

Farmington City, a Utah Municipal Corporation, Grantor, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing I-15 known as Project No. S-R199(343), being part of an entire tract of land, situate in the Detention Basin, Amended Cave Hollow Subdivision Plat C, according to the official plat thereof, recorded October 22, 1992, as Entry No. 997955, in Book 1545, on Page 69, as Map No. 2122, in the office of the Davis County Recorder, in Lot 1 of Section 31, T.3N., R.1E., S.L.B.&M., in Davis County, State of Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing easterly frontage road right of way line of the I-15 Frontage Road (800 West Street), said point is the southwest corner of said Detention Basin, Amended Cave Hollow Subdivision Plat C; and running thence N.00°18'00"E. 98.51 feet along said existing easterly frontage road right of way line, to the intersection with the existing southerly right of way line of 1340 South Street at a point approximately 21.91 feet perpendicularly distant easterly from the I-15 Frontage Road (800 West Street) Control Line opposite approximate engineer station 157+04.66; thence N.89°26'32"E. 21.49 feet along said existing southerly right of way line, to a point in a 14.00-foot radius non-tangent curve to the left (Note: Radius bears S.35°09'24"E.), at a point approximately 43.40 feet perpendicularly distant easterly from said Control Line opposite approximate engineer station 157+04.95; thence Southwesterly 13.35 feet along the arc of said curve through a delta of 54°38'11" (Note: Chord to said curve bears S.27°31'30"W. for a distance of 12.85 feet) to a point 37.50 feet perpendicularly distant easterly from the said Control Line opposite engineer station 156+93.53; thence S.00°12'25"W. 87.17 feet along a line

Continued on Page 2
CITY RW-01CY (11-01-03)

PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:2892

parallel with and 37.50 feet perpendicularly distant easterly from said Control Line, to the southerly line of said Detention Basin; thence S.89°26'32"W. 15.75 feet along said southerly line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 1,563 square feet, in area or 0.036 acre, more or less.

(Note: Rotate all bearings in the above description 00°05'48" counter-clockwise to obtain NAD83 Highway Bearings.)

PIN No. 19854
Project No. S-R199(343)
Parcel No. R199:2892

This instrument is made in pursuance of an action, authorized by the City Council of said Farmington City, made on the ____ day of _____, A.D. 20____, and vesting in the Grantee all of the title in said easement.

FARMINGTON CITY

Brett Anderson, Mayor

Reviewed and Advised as to
Form and Legality

ATTEST:

Paul Roberts,
Farmington City Attorney

DeAnn Carlile,
Farmington City Recorder

STATE OF Utah)
) ss.
COUNTY OF Davis)

On this _____ day of _____, in the year 20____, before me _____, a notary public, personally appeared, Brett Anderson and DeAnn Carlile, proved on the basis of satisfactory evidence to be persons whose names are subscribed to in this document, and acknowledged they executed the same in the capacities as Farmington Mayor and Farmington City Recorder, respectively.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Construction Easement (City)

Davis County

Tax ID No.	07-156-0311
PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:2892:E

Farmington City, a Utah Municipal Corporation, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Davis County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, situate in the Detention Basin, Amended Cave Hollow Subdivision Plat C, according to the official plat thereof, recorded October 22, 1992, as Entry No. 997955, in Book 1545, on Page 69, as Map No. 2122, in the office of the Davis County Recorder, in Lot 1 of Section 31, T.3N., R.1E., S.L.B.&M., in Davis County, State of Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes incident to the drainage improvements of the existing I-15, known as Project No. S-R199(343). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement upon part of said entire tract are described as follows:

Beginning at a point in the southerly line of said Detention Basin, Amended Cave Hollow Subdivision Plat C at a point 15.75 feet N.89°26'32"E. along said southerly line from the southwest corner of said Detention Basin; and running thence N.00°12'25"E. 87.17 feet along a line parallel with and 37.50 feet perpendicularly distant easterly from the I-15 Frontage Road (800 West Street) Control Line, to the beginning of a 14.00-foot radius curve to the right; thence Northeasterly 13.35 feet along the arc of said curve through a delta of 54°38'11" (Note: Chord to said curve bears N.27°31'30"E. for a distance of

Continued on Page 2
CITY RW-09CY (11-01-03)

12.85 feet), to a point of non-tangency, in the existing southerly right of way line of 1340 South Street; thence N.89°26'32"E. 28.51 feet along said existing southerly right of way line; thence S.00°18'00"W. 6.99 feet; thence S.89°26'03"W. 1.39 feet; thence S.00°12'25"W. 91.51 feet along a line parallel with and 70.50 feet perpendicularly distant easterly from said Control Line, to said southerly line; thence S.89°26'32"W. 33.00 feet along said southerly line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described easement contains 3,241 square feet, in area or 0.074 acre, more or less.

((Note: Rotate all bearings in the above description 00°05'48" counter-clockwise to obtain NAD83 Highway Bearings.)

PIN No. 19854
Project No. S-R199(343)
Parcel No. R199:2892:E

This instrument is made in pursuance of an action, authorized by the City Council of said Farmington City, made on the ____ day of _____, A.D. 20____, and vesting in the Grantee all of the title in said easement.

FARMINGTON CITY

Brett Anderson, Mayor

Reviewed and Advised as to
Form and Legality

ATTEST:

Paul Roberts,
Farmington City Attorney

DeAnn Carlile,
Farmington City Recorder

STATE OF Utah)
) ss.
COUNTY OF Davis)

On this _____ day of _____, in the year 20____, before me _____, a notary public, personally appeared, Brett Anderson and DeAnn Carlile, proved on the basis of satisfactory evidence to be persons whose names are subscribed to in this document, and acknowledged they executed the same in the capacities as Farmington Mayor and Farmington City Recorder, respectively.

Notary Public



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.

Executive Director

BENJAMIN G. HUOT, P.E.

Deputy Director of Planning and Investment

LISA J. WILSON, P.E.

Deputy Director of Engineering and Operations

Re: Incentive Payment

Project Location: I-15 Reconstruction; Farmington to Salt Lake City

Project No.: S-R199(343)

PIN No.: 19854 Parcel No.: 2902, 2902:E, 2919, 2919:E

Offer Date: 6/2/2025

Dear Farmington City,

The Utah Department of Transportation (UDOT) has begun acquisition of properties required for the above captioned project. UDOT would like to begin construction on this project and in order to expedite and avoid construction delays, UDOT is offering an incentive for quick acquisition of properties required for the project.

Your property (or a portion of it) is required for this project. UDOT is offering property owners that sign and fully execute a Right of Way contract within 30 days (or less) from the offer date a \$3,000.00 incentive payment. If it proves impossible to sign a contract in this time frame, but the owner will grant UDOT a Right of Occupancy (referred to as a ROO) then ½ of the incentive amount will be paid, or \$1,500.00, if the ROO is signed within 30 days from the offer date.

The incentive payment is in addition to the original offer. If a signed transaction cannot be completed and executed within these time frames, no incentive payment will be made. Your acquisition agent will explain the details and respond to any questions you may have.

Sincerely,

Olga Crump

Right of Way Lead

Wendy Hansen (Consultant) - Acq. Agent

801-631-6121

wendyh@horrocks.com

I, Farmington City, property owner of parcel 2902, 2902:E, 2919, 2919:E acknowledge that I am aware of this incentive offer and its limitations. I agree to consider this proposal. I understand that if I fail to act within the time frames specified that no incentive payment will be paid.

Signature

Signature

Date



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2902, 2902:E, 2919, 2919:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
County of Property: DAVIS Tax ID(s) / Sidwell No: 07-135-0330, 07-185-0822, 07-186-0924
Property Address: Approx 1330 S Frontage Road FARMINGTON UT, 84025
Owner's Address: PO Box F, Farmington, UT, 84025
Primary Phone: 801-939-9287 Owner's Home Phone: Owner's Work Phone: (801)939-9287
Owner / Grantor (s): Farmington City, A Utah Municipal Corporation

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, Farmington City, A Utah Municipal Corporation ("Owner") agrees to sell to the Utah Department of Transportation ("UDOT") the Subject Property described below for Transportation Purposes,¹ and UDOT and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 2902, 2902:E, 2919, 2919:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. UDOT shall pay and Owner accepts \$231,700 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **The owner is being compensated for the following cost to cure items: 4000 SF Sprinklered Sod, Retrofit Sprinkler System in both easements, 1 Large Bole Tree, for a total compensation of \$22,500 included in the total compensation.**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and UDOT have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or UDOT under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the UDOT Director of Right of Way, Owner grants UDOT, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2902, 2902:E, 2919, 2919:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
County of Property: DAVIS Tax ID(s) / Sidwell No: 07-135-0330, 07-185-0822, 07-186-0924
Property Address: Approx 1330 S Frontage Road FARMINGTON UT, 84025
Owner's Address: PO Box F, Farmington, UT, 84025
Primary Phone: 801-939-9287 Owner's Home Phone: Owner's Work Phone: (801)939-9287
Owner / Grantor (s): Farmington City, A Utah Municipal Corporation

4.2 Fees/Costs.

(a) Escrow Fees. UDOT agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If UDOT elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold UDOT harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to UDOT in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

In an effort to expedite the Project, the Department is offering an incentive payment for properties that must be purchased for this Project. As a result, the compensation for the acquisition of Parcels 2902 and 2919 includes a \$3,000.00 incentive payment for fully executing a Right of Way Contract within 30 days (or less) from the offer date. The owner is being compensated for the following improvements: 7862 SF, 10,820 SF & 8427 SF Sprinklered Sod, 17 Large Bole Trees, for a total of \$147,491 included in the total compensation.



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2902, 2902:E, 2919, 2919:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
County of Property: DAVIS Tax ID(s) / Sidwell No: 07-135-0330, 07-185-0822, 07-186-0924
Property Address: Approx 1330 S Frontage Road FARMINGTON UT, 84025
Owner's Address: PO Box F, Farmington, UT, 84025
Primary Phone: 801-939-9287 Owner's Home Phone: Owner's Work Phone: (801)939-9287
Owner / Grantor (s): Farmington City, A Utah Municipal Corporation

SIGNATURE PAGE TO UTAH DEPARTMENT OF TRANSPORTATION REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Wendy Hansen, through WLC Consulting, LLC, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

100% Print Name:

Farmington City

Date

UTAH DEPARTMENT OF TRANSPORTATION

Ross Crowe

UDOT Director of Right of Way

Date

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2902, 2902:E, 2919, 2919:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City

County of Property: DAVIS Tax ID(s) / Sidwell No: 07-135-0330, 07-185-0822, 07-186-0924

Property Address: Approx 1330 S Frontage Road FARMINGTON UT, 84025

Owner's Address: PO Box F, Farmington, UT, 84025

Primary Phone: 801-939-9287

Owner's Home Phone:

Owner's Work Phone: (801)939-9287

Owner / Grantor (s): Farmington City, A Utah Municipal Corporation

Exhibit A (Attach conveyance documents)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed (City)

Davis County

Tax ID No.	07-135-0330
PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:2902

Farmington City, a Utah Municipal Corporation, Grantor, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing I-15 known as Project No. S-R199(343), being part of an entire tract of land, situate in the Detention Basin, Cave Hollow Subdivision Plat C, according to the official plat thereof, recorded April 5, 1988, as Entry No. 820823, in Book 1227, on Page 467, as Map No. 1853, in the office of the Davis County Recorder, in Lot 4 of Section 30, T.3N., R.1E., S.L.B.&M., in Davis County, State of Utah. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing easterly frontage road right of way line of the I-15 Frontage Road (800 West Street) and the existing northerly right of way line of 1340 South Street, said point is the southwest corner of said Detention Basin, Cave Hollow Subdivision Plat C, at a point approximately 22.01 feet perpendicularly distant easterly from the I-15 Frontage Road (800 West Street) Control Line opposite approximate engineer station 157+64.93; and running thence N.00°18'00"E. 521.25 feet along said existing easterly frontage road right of way line, to the northwest corner of said Detention Basin; thence East 14.65 feet along the northerly line of said Detention Basin; thence S.00°12'25"W. 512.20 feet along a line parallel with and 37.50 feet perpendicularly distant easterly from said Control Line, to the beginning of a 14.00-foot radius curve to the left, at a point opposite engineer station 157+74.03; thence Southerly 9.58 feet along the arc of said curve through a delta of 39°11'45" (Note: Chord to said curve bears S.19°23'28"E. for a distance of 9.39 feet), to a point of non-tangency, in said existing northerly right of way line, at a point approximately 40.65 feet perpendicularly distant easterly from the said Control Line

Continued on Page 2
CITY RW-01CY (11-01-03)

PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:2902

opposite approximate engineer station 154+65.18; thence S.89°26'32"W. 18.64 feet along said existing northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 7,862 square feet, in area or 0.181 acre, more or less.

(Note: Rotate all bearings in the above description 00°05'48" counter-clockwise to obtain NAD83 Highway Bearings.)

PIN No. 19854
Project No. S-R199(343)
Parcel No. R199:2902

This instrument is made in pursuance of an action, authorized by the City Council of said Farmington City, made on the ____ day of _____, A.D. 20____, and vesting in the Grantee all of the title in said easement.

FARMINGTON CITY

Brett Anderson, Mayor

Reviewed and Advised as to
Form and Legality

ATTEST:

Paul Roberts,
Farmington City Attorney

DeAnn Carlile,
Farmington City Recorder

STATE OF Utah)
) ss.
COUNTY OF Davis)

On this _____ day of _____, in the year 20____, before me _____, a notary public, personally appeared, Brett Anderson and DeAnn Carlile, proved on the basis of satisfactory evidence to be persons whose names are subscribed to in this document, and acknowledged they executed the same in the capacities as Farmington Mayor and Farmington City Recorder, respectively.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Construction Easement (City)

Davis County

Tax ID No.	07-135-0330
PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:2902:E

Farmington City, a Utah Municipal Corporation, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Davis County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, situate in the Detention Basin, Cave Hollow Subdivision Plat C, according to the official plat thereof, recorded April 5, 1988, as Entry No. 820823, in Book 1227, on Page 467, as Map No. 1853, in the office of the Davis County Recorder, in Lot 4 of Section 30, T.3N., R.1E., S.L.B.&M., in Davis County, State of Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes incident to the drainage improvements of the existing I-15, known as Project No. S-R199(343). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement upon part of said entire tract are described as follows:

Beginning at a point in the existing northerly right of way line of 1340 South Street, said point also in the southerly line of said Detention Basin, Cave Hollow Subdivision Plat C, at a point 45.50 feet N.89°26'32"E. along said southerly line from the southwest corner of said Detention Basin; and running thence S.89°26'32"W. 26.85 feet, to a point in a 14.00-foot radius non-tangent curve to the right (Note: Radius bears N.51°00'40"E.); thence Northerly 9.58 feet along the arc of said curve through a delta of 39°11'45" (Note: Chord to said curve bears N.19°23'28"W. for a distance of 9.39 feet); thence

Continued on Page 2
CITY RW-09CY (11-01-03)

PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:2902:E

N.00°12'25"E. 512.20 feet along a line parallel with and 37.50 feet perpendicularly distant easterly from the I-15 Frontage Road (800 West Street) Control Line, to the northerly line of said Detention Basin; thence East 30.00 feet along said northerly line; thence S.00°12'25"W. 520.80 feet along a line parallel with and 67.500 feet perpendicularly distant easterly from said Control Line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described easement contains 15,619 square feet, in area or 0.359 acre, more or less.

(Note: Rotate all bearings in the above description 00°05'48" counter-clockwise to obtain NAD83 Highway Bearings.)

PIN No. 19854
Project No. S-R199(343)
Parcel No. R199:2902:E

This instrument is made in pursuance of an action, authorized by the City Council of said Farmington City, made on the ____ day of _____, A.D. 20____, and vesting in the Grantee all of the title in said easement.

FARMINGTON CITY

Brett Anderson, Mayor

Reviewed and Advised as to
Form and Legality

ATTEST:

Paul Roberts,
Farmington City Attorney

DeAnn Carlile,
Farmington City Recorder

STATE OF Utah)
) ss.
COUNTY OF Davis)

On this _____ day of _____, in the year 20____, before me _____, a notary public, personally appeared, Brett Anderson and DeAnn Carlile, proved on the basis of satisfactory evidence to be persons whose names are subscribed to in this document, and acknowledged they executed the same in the capacities as Farmington Mayor and Farmington City Recorder, respectively.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed (City)

Davis County

Tax ID No.	07-185-0822
	07-186-0924
PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:2919

Farmington City, a municipal corporation of the State of Utah, Grantor, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing I-15 known as Project No. S-R199(343), being part of an entire tract of land, situate in the Detention Basin, Cave Hollow Subdivision Plat H, according to the official plat thereof, recorded August 4, 1995, as Entry No. 1192039, in Book 1901, on Page 674, as Map No. 2492, also situate in the Detention Basin, Cave Hollow Subdivision Plat J, according to the official plat thereof, recorded August 4, 1995, as Entry No. 1192060, in Book 1901, on Page 696, as Map No. 2493, in the office of the Davis County Recorder, in Lot 4 of Section 30, T.3N., R.1E., S.L.B.&M., in Davis County, State of Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing easterly frontage road right of way line of the I-15 Frontage Road (800 West Street), said point is the southwest corner of said Detention Basin, Cave Hollow Subdivision Plat H; and running thence N.00°18'00"E. 572.91 feet along said existing easterly frontage road right of way line, to the beginning of a 20.00-foot radius curve to the right, at the intersection with the existing southerly right of way line of 1150 South Street, also in the northerly line of said Detention Basin, Cave Hollow Subdivision Plat J, at a point approximately 23.78 feet perpendicularly distant easterly from the I-15 Frontage Road (800 West Street) Control Line opposite approximate engineer station 168+59.09;

Continued on Page 2
CITY RW-01CY (11-01-03)

thence along said existing southerly right of way line the following two (2) courses: (1) Northeasterly 31.28 feet along the arc of said curve through a delta of $89^{\circ}36'38''$ (Note: Chord to said curve bears $N.45^{\circ}06'19''E.$ for a distance of 28.19 feet), to a point of non-tangency, at a point approximately 43.68 feet perpendicularly distant easterly from the said Control Line opposite approximate engineer station 168+79.06; thence (2) $N.89^{\circ}55'22''E.$ 22.34 feet to a point approximately 66.02 feet perpendicularly distant easterly from the said Control Line opposite approximate engineer station 168+79.17; thence $S.00^{\circ}12'23''W.$ 2.57 feet to a point 66.02 feet perpendicularly distant easterly from the said Control Line opposite engineer station 168+76.60; thence $N.89^{\circ}47'37''W.$ 14.52 feet, to the beginning of a 14.00-foot radius curve to the left, at a point 51.50 feet perpendicularly distant easterly from the said Control Line opposite engineer station 168+76.60; thence Southwesterly 21.99 feet along the arc of said curve through a delta of $89^{\circ}59'58''$ (Note: Chord to said curve bears $S.45^{\circ}12'24''W.$ for a distance of 19.80 feet), to a point 37.50 feet perpendicularly distant easterly from the said Control Line opposite engineer station 168+62.60; thence $S.00^{\circ}12'25''W.$ 576.36 feet along a line parallel with and 37.50 feet perpendicularly distant easterly from said Control Line, to the southerly line of said Detention Basin, Cave Hollow Subdivision Plat H; thence West 14.65 feet along said southerly line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 8,427 square feet, in area or 0.194 acre, more or less.

(Note: Rotate all bearings in the above description $00^{\circ}05'48''$ counter-clockwise to obtain NAD83 Highway Bearings.)

PIN No. 19854
Project No. S-R199(343)
Parcel No. R199:2919

This instrument is made in pursuance of an action, authorized by the City Council of said Farmington City, made on the ____ day of _____, A.D. 20____, and vesting in the Grantee all of the title in said easement.

FARMINGTON CITY

Brett Anderson, Mayor

Reviewed and Advised as to
Form and Legality

ATTEST:

Paul Roberts,
Farmington City Attorney

DeAnn Carlile,
Farmington City Recorder

STATE OF Utah)
) ss.
COUNTY OF Davis)

On this _____ day of _____, in the year 20____, before me _____, a notary public, personally appeared, Brett Anderson and DeAnn Carlile, proved on the basis of satisfactory evidence to be persons whose names are subscribed to in this document, and acknowledged they executed the same in the capacities as Farmington Mayor and Farmington City Recorder, respectively.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Construction Easement (City)

Davis County

Tax ID No.	07-185-0822
	07-186-0924
PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:2919:E

Farmington City, a municipal corporation of the State of Utah, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Davis County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, situate in the Detention Basin, Cave Hollow Subdivision Plat H, according to the official plat thereof, recorded August 4, 1995, as Entry No. 1192039, in Book 1901, on Page 674, as Map No. 2492, also situate in the Detention Basin, Cave Hollow Subdivision Plat J, according to the official plat thereof, recorded August 4, 1995, as Entry No. 1192060, in Book 1901, on Page 696, as Map No. 2493, in the office of the Davis County Recorder, in Lot 4 of Section 30, T.3N., R.1E., S.L.B.&M., in Davis County, State of Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes incident to the drainage improvements of the existing I-15, known as Project No. S-R199(343). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement upon part of said entire tract are described as follows:

Continued on Page 2
CITY RW-09CY (11-01-03)

Beginning at a point in the southerly line of said Detention Basin, Cave Hollow Subdivision Plat H, at a point 14.65 feet East along said southerly line from the southwest corner of said Detention Basin; and running thence N.00°12'25"E. 576.36 feet along a line parallel with and 37.50 feet perpendicularly distant easterly from the I-15 Frontage Road (800 West Street) Control Line, through said Detention Basin, Cave Hollow Subdivision Plat H and the Detention Basin, Cave Hollow Subdivision Plat J, to the beginning of a 14.00-foot radius curve to the right; thence Northeasterly 21.99 feet along the arc of said curve through a delta of 89°59'58" (Note: Chord to said curve bears N.45°12'24"E. for a distance of 19.80 feet); thence S.89°47'37"E. 14.52 feet; thence N.00°12'23"E. 2.57 feet along a line parallel with and 66.02 feet perpendicularly distant easterly from said Control Line, to the existing southerly right of way line of 1150 South Street, also in the northerly line of said Detention Basin, Cave Hollow Subdivision Plat J; thence N.89°55'22"E. 1.48 feet along said existing southerly right of way line; thence S.00°12'25"W. 592.83 feet along a line parallel with and 67.50 feet perpendicularly distant easterly from said Control Line, to said southerly line; thence West 30.00 feet along said southerly line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described easement contains 17,671 square feet, in area or 0.406 acre, more or less.

(Note: Rotate all bearings in the above description 00°05'48" counter-clockwise to obtain NAD83 Highway Bearings.)

PIN No. 19854
Project No. S-R199(343)
Parcel No. R199:2919:E

This instrument is made in pursuance of an action, authorized by the City Council of said Farmington City, made on the ____ day of _____, A.D. 20____, and vesting in the Grantee all of the title in said easement.

FARMINGTON CITY

Brett Anderson, Mayor

Reviewed and Advised as to
Form and Legality

ATTEST:

Paul Roberts,
Farmington City Attorney

DeAnn Carlile,
Farmington City Recorder

STATE OF Utah)
) ss.
COUNTY OF Davis)

On this _____ day of _____, in the year 20____, before me _____, a notary public, personally appeared, Brett Anderson and DeAnn Carlile, proved on the basis of satisfactory evidence to be persons whose names are subscribed to in this document, and acknowledged they executed the same in the capacities as Farmington Mayor and Farmington City Recorder, respectively.

Notary Public



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.

Executive Director

BENJAMIN G. HUOT, P.E.

Deputy Director of Planning and Investment

LISA J. WILSON, P.E.

Deputy Director of Engineering and Operations

Re: Incentive Payment

Project Location: I-15 Reconstruction; Farmington to Salt Lake City

Project No.: S-R199(343)

PIN No.: 19854 Parcel No.: 2958, 2958:2, 2958:E

Offer Date: 6/2/2025

Dear Farmington City,

The Utah Department of Transportation (UDOT) has begun acquisition of properties required for the above captioned project. UDOT would like to begin construction on this project and in order to expedite and avoid construction delays, UDOT is offering an incentive for quick acquisition of properties required for the project.

Your property (or a portion of it) is required for this project. UDOT is offering property owners that sign and fully execute a Right of Way contract within 30 days (or less) from the offer date a \$3,000.00 incentive payment. If it proves impossible to sign a contract in this time frame, but the owner will grant UDOT a Right of Occupancy (referred to as a ROO) then ½ of the incentive amount will be paid, or \$1,500.00, if the ROO is signed within 30 days from the offer date.

The incentive payment is in addition to the original offer. If a signed transaction cannot be completed and executed within these time frames, no incentive payment will be made. Your acquisition agent will explain the details and respond to any questions you may have.

Sincerely,

Olga Crump

Olga Crump

Right of Way Lead

Wendy Hansen (Consultant) - Acq. Agent

801-631-6121

wendyh@horrocks.com

I, Farmington City, property owner of parcel 2958, 2958:2, 2958:E acknowledge that I am aware of this incentive offer and its limitations. I agree to consider this proposal. I understand that if I fail to act within the time frames specified that no incentive payment will be paid.

Signature

Signature

Date



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2958, 2958:2, 2958:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
County of Property: DAVIS Tax ID(s) / Sidwell No: 07-222-1119
Property Address: Approx 1150 South Frontage Road FARMINGTON UT, 84025
Owner's Address: P.O. BOX 160, FARMINGTON, UT, 840250000
Primary Phone: 801-939-9287 Owner's Home Phone: Owner's Work Phone: (801)939-9287
Owner / Grantor (s): Farmington City, a municipality of Davis, State of Utah

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, Farmington City, a municipality of Davis, State of Utah ("Owner") agrees to sell to the Utah Department of Transportation ("UDOT") the Subject Property described below for Transportation Purposes,¹ and UDOT and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 2958, 2958:2, 2958:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. UDOT shall pay and Owner accepts \$100,900 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **The owner is being compensated for the following cost to cure items: 7,118 SF Sprinklered Sod, Sprinkler System Retrofit, 7 Large Trees, for a total of \$44,031 included in the total compensation.**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and UDOT have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or UDOT under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the UDOT Director of Right of Way, Owner grants UDOT, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2958, 2958:2, 2958:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City

County of Property: DAVIS Tax ID(s) / Sidwell No: 07-222-1119

Property Address: Approx 1150 South Frontage Road FARMINGTON UT, 84025

Owner's Address: P.O. BOX 160, FARMINGTON, UT, 840250000

Primary Phone: 801-939-9287

Owner's Home Phone:

Owner's Work Phone: (801)939-9287

Owner / Grantor (s): Farmington City, a municipality of Davis, State of Utah

4.2 Fees/Costs.

(a) Escrow Fees. UDOT agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If UDOT elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold UDOT harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to UDOT in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

The owner is being compensated for the following improvements: 6550 SF, 551 SF & 504 SF Sprinklered Sod, 2 Large Trees, 8 Medium Trees for a total of \$42,823 included in the total compensation.

In an effort to expedite the Project, the Department is offering an incentive payment for properties that must be purchased for this Project. As a result, the compensation for the acquisition of Parcels 2958 includes a \$3,000.00 incentive payment for fully executing a Right of Way Contract within 30 days (or less) from the offer date.

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2958, 2958:2, 2958:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
County of Property: DAVIS Tax ID(s) / Sidwell No: 07-222-1119
Property Address: Approx 1150 South Frontage Road FARMINGTON UT, 84025
Owner's Address: P.O. BOX 160,FARMINGTON,UT,840250000
Primary Phone: 801-939-9287 Owner's Home Phone: Owner's Work Phone: (801)939-9287
Owner / Grantor (s): Farmington City, a municipality of Davis, State of Utah

SIGNATURE PAGE TO UTAH DEPARTMENT OF TRANSPORTATION REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Wendy Hansen, through WLC Consulting, LLC, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

100% Print Name:

Farmington City

Date

UTAH DEPARTMENT OF TRANSPORTATION

Ross Crowe

UDOT Director of Right of Way

Date

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2958, 2958:2, 2958:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
County of Property: DAVIS Tax ID(s) / Sidwell No: 07-222-1119
Property Address: Approx 1150 South Frontage Road FARMINGTON UT, 84025
Owner's Address: P.O. BOX 160,FARMINGTON,UT,840250000
Primary Phone: 801-939-9287 Owner's Home Phone: Owner's Work Phone: (801)939-9287
Owner / Grantor (s): Farmington City, a municipality of Davis, State of Utah

Exhibit A

(Attach conveyance documents)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed (City)

Davis County

Tax ID No.	07-222-1119
PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:2958

Farmington City, a Utah Municipal Corporation, who acquired title as Farmington City, a municipality of Davis, State of Utah, Grantor, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing I-15 known as Project No. S-R199(343), being part of an entire tract of land, situate in the Open Space, Cave Hollow Subdivision Plat "K" Amended, according to the official plat thereof, recorded December 15, 2000, as Entry No. 1629497, in Book 2726, on Page 200, as Map No. 3443, in the office of the Davis County Recorder, in Lot 4 and in Lot 3 of Section 30, T.3N., R.1E., S.L.B.&M., in Davis County, State of Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing easterly frontage road right of way line of the I-15 Frontage Road (800 West Street), said point is the west corner of said Open Space, Cave Hollow Subdivision Plat "K" Amended; and running thence along said existing easterly frontage road, and the westerly line of said Open Space, the following two (2) courses: (1) S.77°03'18"E. 1.35 feet; thence (2) N.12°56'42"E. 55.49 feet, to a point approximately 37.50 feet perpendicularly distant easterly from the I-15 Frontage Road (800 West Street) Control Line opposite approximate engineer station 170+12.92; thence S.00°12'25"W. 60.20 feet, to the beginning of a 14.00-foot radius curve to the left, at a point 37.50 feet perpendicularly distant easterly from said Control Line opposite engineer station 169+52.72; thence Southeasterly 18.80 feet along the arc of said curve through a delta of 76°57'21" (Note: Chord to said curve bears

Continued on Page 2
CITY RW-01CY (11-01-03)

S.38°16'16"E. for a distance of 17.42 feet), to a point of non-tangency, in the existing northerly right of way line of 1150 South Street, at a point approximately 48.34 feet perpendicularly distant easterly from the said Control Line opposite approximate engineer station 169+39.08; thence along said existing northerly right of way line, and the southerly line of said Open Space, the following two (2) courses: S.89°55'22"W. 4.29 feet, to a point in a 20.00-foot radius non-tangent curve to the right (Note: Radius bears N.00°04'52"W.), at a point approximately 44.05 feet perpendicularly distant easterly from the said Control Line opposite approximate engineer station 169+39.06; thence Northwesterly 31.55 feet along the arc of said curve through a delta of 90°23'03" (Note: Chord to said curve bears N.44°53'20"W. for a distance of 28.38 feet), to a point approximately 23.95 feet perpendicularly distant easterly from the said Control Line opposite approximate engineer station 169+59.09; to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 551 square feet, in area or 0.013 acre, more or less.

(Note: Rotate all bearings in the above description 00°05'48" counter-clockwise to obtain NAD83 Highway Bearings.)

PIN No. 19854
Project No. S-R199(343)
Parcel No. R199:2958

This instrument is made in pursuance of an action, authorized by the City Council of said Farmington City, made on the ____ day of _____, A.D. 20____, and vesting in the Grantee all of the title in said easement.

FARMINGTON CITY

Brett Anderson, Mayor

Reviewed and Advised as to
Form and Legality

ATTEST:

Paul Roberts,
Farmington City Attorney

DeAnn Carlile,
Farmington City Recorder

STATE OF Utah)
) ss.
COUNTY OF Davis)

On this _____ day of _____, in the year 20____, before me _____, a notary public, personally appeared, Brett Anderson and DeAnn Carlile, proved on the basis of satisfactory evidence to be persons whose names are subscribed to in this document, and acknowledged they executed the same in the capacities as Farmington Mayor and Farmington City Recorder, respectively.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed (City)

Davis County

Tax ID No.	07-222-1119
PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:2958:2

Farmington City, a Utah Municipal Corporation, who acquired title as Farmington City, a municipality of Davis, State of Utah, Grantor, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing I-15 known as Project No. S-R199(343), being part of an entire tract of land, situate in the Open Space, Cave Hollow Subdivision Plat "K" Amended, according to the official plat thereof, recorded December 15, 2000, as Entry No. 1629497, in Book 2726, on Page 200, as Map No. 3443, in the office of the Davis County Recorder, in Lot 4 and in Lot 3 of Section 30, T.3N., R.1E., S.L.B.&M., in Davis County, State of Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing easterly frontage road right of way line of the I-15 Frontage Road (800 West Street), said point is 1.35 feet S.77°03'18"E. and 79.60 feet N.12°56'42"E. and 132.67 feet N.01°56'34"W. along the westerly lines of said Open Space, Cave Hollow Subdivision Plat "K" Amended from the west corner of said Open Space; and running thence along said existing easterly frontage road right of way line, and the westerly lines of said Open Space, the following two (2) courses: (1) N.01°56'34"W. 59.56 feet, to a point in a 778.51-foot radius non-tangent curve to the right (Note: Radius bears S.79°25'42"E.); thence (2) Northerly 106.86 feet along the arc of said curve through a delta of 07°51'52" (Note: Chord to said curve bears N.14°30'14"E. for a distance of 106.77 feet), to a point in a 711.00-foot radius non tangent curve to the left (Note: Radius bears S.74°43'01"E.), at a point

Continued on Page 2
CITY RW-01CY (11-01-03)

approximately 33.40 feet perpendicularly distant easterly from the I-15 Frontage Road (800 West Street) Control Line opposite approximate engineer station 173+44.92; thence Southerly 165.13 feet along the arc of said curve through a delta of $13^{\circ}18'26''$ (Note: Chord to said curve bears $S.08^{\circ}37'46''W.$ for a distance of 164.76 feet), to a point approximately 36.77 feet perpendicularly distant easterly from said Control Line opposite approximate engineer station 171+71.90; to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 504 square feet, in area or 0.012 acre, more or less.

(Note: Rotate all bearings in the above description $00^{\circ}05'48''$ counter-clockwise to obtain NAD83 Highway Bearings.)

PIN No. 19854
Project No. S-R199(343)
Parcel No. R199:2958:2

This instrument is made in pursuance of an action, authorized by the City Council of said Farmington City, made on the ____ day of _____, A.D. 20____, and vesting in the Grantee all of the title in said easement.

FARMINGTON CITY

Brett Anderson, Mayor

Reviewed and Advised as to
Form and Legality

ATTEST:

Paul Roberts,
Farmington City Attorney

DeAnn Carlile,
Farmington City Recorder

STATE OF Utah)
) ss.
COUNTY OF Davis)

On this _____ day of _____, in the year 20____, before me _____, a notary public, personally appeared, Brett Anderson and DeAnn Carlile, proved on the basis of satisfactory evidence to be persons whose names are subscribed to in this document, and acknowledged they executed the same in the capacities as Farmington Mayor and Farmington City Recorder, respectively.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Construction Easement (City)

Davis County

Tax ID No.	07-222-1119
PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:2958:E

Farmington City, a Utah Municipal Corporation, who acquired title as Farmington City, a municipality of Davis, State of Utah, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Davis County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, , situate in the Open Space, Cave Hollow Subdivision Plat "K" Amended, according to the official plat thereof, recorded December 15, 2000, as Entry No. 1629497, in Book 2726, on Page 200, as Map No. 3443, in the office of the Davis County Recorder, in Lot 4 and in Lot 3 of Section 30, T.3N., R.1E., S.L.B.&M., in Davis County, State of Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes incident to the drainage improvements of the existing I-15, known as Project No. S-R199(343). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement upon part of said entire tract are described as follows:

Beginning at a point in the existing easterly frontage road right of way line of the I-15 Frontage Road (800 West Street), said point is 1.35 feet S.77°03'18"E. and 55.49 feet N.12°56'42"E. along the westerly lines of said Open Space, Cave Hollow Subdivision Plat "K" Amended from the west corner of said Open Space; and running thence along said existing easterly frontage road right of way line, and the

Continued on Page 2
CITY RW-09CY (11-01-03)

westerly lines of said Open Space, the following two (2) courses: (1) N.12°56'42"E. 24.11 feet; thence (2) N.01°56'34"W. 132.67 feet, to a point in a 711.00-foot radius non-tangent curve to the right (Note: Radius bears S.88°01'27"E.); thence Northerly 165.13 feet along the arc of said curve through a delta of 13°18'26" (Note: Chord to said curve bears N.08°37'46"E. for a distance of 164.76 feet), to a point in a 778.51-foot radius non-tangent curve to the right (Note: Radius bears S.71°33'50"E.), at a point in said existing easterly frontage road right of way line; thence along said existing easterly frontage road right of way line, and the westerly lines of said Open Space, the following two (2) courses: (1) Northeasterly 159.16 feet along the arc of said curve through a delta of 11°42'50" (Note: Chord to said curve bears N.24°17'35"E. for a distance of 158.89 feet); thence (2) N.30°09'00"E. 24.28 feet; thence S.59°51'25"E. 15.94 feet; thence S.29°40'38"W. 104.45 feet, to a point in a 716.00-foot radius non-tangent curve to the left (Note: Radius bears S.67°44'43"E.); thence Southerly 275.52 feet along the arc of said curve through a delta of 22°02'52" (Note: Chord to said curve bears S.11°13'51"W. for a distance of 273.82 feet) along a line concentric with and 49.00 feet radially distant southeasterly from the I-15 Frontage Road (800 West Street) Control Line; thence S.00°12'25"W. 191.34 feet along a line parallel with and 49.00 feet perpendicularly distant easterly from said Control Line, to the southerly line of said Open Space; thence S.89°55'22"W. 0.66 feet along said southerly line, to a point in a 14.00-foot radius non-tangent curve to the right (Note: Radius bears N.13°15'04"E.); thence Northwesterly 18.80 feet along the arc of said curve through a delta of 76°57'21" (Note: Chord to said curve bears N.38°16'16"W. for a distance of 17.42 feet); thence N.00°12'25"E. 60.20 feet along a line parallel with and 37.50 feet perpendicularly distant easterly from said Control Line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described easement contains 7,118 square feet, in area or 0.163 acre, more or less.

(Note: Rotate all bearings in the above description 00°05'48" counter-clockwise to obtain NAD83 Highway Bearings.)

PIN No. 19854
Project No. S-R199(343)
Parcel No. R199:2958:E

This instrument is made in pursuance of an action, authorized by the City Council of said Farmington City, made on the ____ day of _____, A.D. 20____, and vesting in the Grantee all of the title in said easement.

FARMINGTON CITY

Brett Anderson, Mayor

Reviewed and Advised as to
Form and Legality

ATTEST:

Paul Roberts,
Farmington City Attorney

DeAnn Carlile,
Farmington City Recorder

STATE OF Utah)
) ss.
COUNTY OF Davis)

On this _____ day of _____, in the year 20____, before me _____, a notary public, personally appeared, Brett Anderson and DeAnn Carlile, proved on the basis of satisfactory evidence to be persons whose names are subscribed to in this document, and acknowledged they executed the same in the capacities as Farmington Mayor and Farmington City Recorder, respectively.

Notary Public



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.

Executive Director

BENJAMIN G. HUOT, P.E.

Deputy Director of Planning and Investment

LISA J. WILSON, P.E.

Deputy Director of Engineering and Operations

Re: Incentive Payment

Project Location: I-15 Reconstruction; Farmington to Salt Lake City

Project No.: S-R199(343)

PIN No.: 19854 Parcel No.: 2992:A, 2992:E

Offer Date: 10/1/2025

Dear Farmington City,

The Utah Department of Transportation (UDOT) has begun acquisition of properties required for the above captioned project. UDOT would like to begin construction on this project and in order to expedite and avoid construction delays, UDOT is offering an incentive for quick acquisition of properties required for the project.

Your property (or a portion of it) is required for this project. UDOT is offering property owners that sign and fully execute a Right of Way contract within 30 days (or less) from the offer date a \$3,000.00 incentive payment. If it proves impossible to sign a contract in this time frame, but the owner will grant UDOT a Right of Occupancy (referred to as a ROO) then ½ of the incentive amount will be paid, or \$1,500.00, if the ROO is signed within 30 days from the offer date.

The incentive payment is in addition to the original offer. If a signed transaction cannot be completed and executed within these time frames, no incentive payment will be made. Your acquisition agent will explain the details and respond to any questions you may have.

Sincerely,

Olga Crump

Right of Way Lead

Wendy Hansen (Consultant) - Acq. Agent

801-631-6121

wendyh@horrocks.com

I, Farmington City, property owner of parcel 2992:A, 2992:E acknowledge that I am aware of this incentive offer and its limitations. I agree to consider this proposal. I understand that if I fail to act within the time frames specified that no incentive payment will be paid.

Signature

Signature

Date



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2992:A, 2992:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
County of Property: DAVIS Tax ID(s) / Sidwell No: 07-056-0065
Property Address: Approx 895 S Frontage Rd, FARMINGTON, UT 84025
Owner's Address: 160 South Main PO Box 160, FARMINGTON, UT 84025
Primary Phone: 801-939-9224 Owner's Home Phone: (801)939-9224 Owner's Work Phone:
Owner / Grantor (s): Farmington City

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, Farmington City ("Owner") agrees to sell to the Utah Department of Transportation ("UDOT") the Subject Property described below for Transportation Purposes,¹ and UDOT and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 2992:A, 2992:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. UDOT shall pay and Owner accepts \$100,900 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **N/A**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and UDOT have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or UDOT under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the UDOT Director of Right of Way, Owner grants UDOT, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2992:A, 2992:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
County of Property: DAVIS Tax ID(s) / Sidwell No: 07-056-0065
Property Address: Approx 895 S Frontage Rd, FARMINGTON, UT 84025
Owner's Address: 160 South Main PO Box 160, FARMINGTON, UT 84025
Primary Phone: 801-939-9224 Owner's Home Phone: (801)939-9224 Owner's Work Phone:
Owner / Grantor (s): Farmington City

4.2 Fees/Costs.

(a) Escrow Fees. UDOT agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If UDOT elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold UDOT harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to UDOT in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2992:A, 2992:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City

County of Property: DAVIS Tax ID(s) / Sidwell No: 07-056-0065

Property Address: Approx 895 S Frontage Rd, FARMINGTON, UT 84025

Owner's Address: 160 South Main PO Box 160, FARMINGTON, UT 84025

Primary Phone: 801-939-9224

Owner's Home Phone: (801)939-9224

Owner's Work Phone:

Owner / Grantor (s): Farmington City

SIGNATURE PAGE TO UTAH DEPARTMENT OF TRANSPORTATION REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Wendy Hansen, through WLC Consulting, LLC, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

100% Farmington City - OWNER(s)

Date

Date

UTAH DEPARTMENT OF TRANSPORTATION

Ross Crowe

UDOT Director of Right of Way

Date

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2992:A, 2992:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
County of Property: DAVIS Tax ID(s) / Sidwell No: 07-056-0065
Property Address: Approx 895 S Frontage Rd, FARMINGTON, UT 84025
Owner's Address: 160 South Main PO Box 160, FARMINGTON, UT 84025
Primary Phone: 801-939-9224 Owner's Home Phone: (801)939-9224 Owner's Work Phone:
Owner / Grantor (s): Farmington City

Exhibit A

(Attach conveyance documents)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed

(Controlled Access)

(City)

Davis County

Tax ID No.	07-056-0065
PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:2992:A

Farmington City, a Utah Municipal Corporation, who acquired title as Farmington City, Grantor(s), hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing I-15 known as Project No. S-R199(343), being part of an entire tract of land, situate in Lot 2 (SW1/4 NW1/4) and in Lot 3 (NW1/4 SW1/4) of Section 30, T.3N., R.1E., S.L.B.&M., in Davis County, State of Utah. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing easterly right of way and no-access line of I-15 and the existing northerly right of way line of Glovers Lane, at the southwest corner of said entire tract, said intersection is 2,275.21 feet West and 103.14 feet South from the Center Quarter corner of said Section 30; and running thence along said existing easterly right of way and no-access line of I-15 the following four (4) courses: (1) N.07°46'03"W. 68.50 feet; thence (2) N.01°22'55"W. 150.91 feet; thence (3) N.07°48'24"E. 153.00 feet; thence (4) N.02°36'32"W. 53.80 feet, to the northwest corner of said entire tract, at a point approximately 127.66 feet radially distant easterly from the I-15 ROW Control Line opposite approximate engineer station 2537+03.28; thence N.89°49'47"E. 22.44 feet, to a point in a 4,350.00-foot radius non-tangent curve to the right (Note: Radius bears S.84°20'54"W.), at a point approximately 150.00 feet perpendicularly distant easterly from said Control Line opposite approximate engineer station 2537+01.20; thence

Continued on Page 2
CITY RW-04CY (11-01-03)

PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:2992:A

Southerly 428.93 feet along the arc of said curve through a delta of 05°38'59" (Note: Chord to said curve bears S.02°49'36"E. for a distance of 428.76 feet), to the southerly boundary line of said entire tract, at a point of non-tangency, said point is approximately 150.00 feet perpendicularly distant easterly from said Control Line opposite approximate engineer station 2532+87.06; thence N.85°13'09"W. 49.20 feet along said southerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 19,884 square feet, in area or 0.457 acres, more or less.

(Note: Rotate all bearings in the above description 00°21'57" counter-clockwise to obtain NAD83 Highway Bearings.)

To enable the Utah Department of Transportation to construct and maintain a public highway as a freeway, as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the Owners of said entire tract of property hereby release and relinquish to said Utah Department of Transportation any and all rights appurtenant to the remaining property of said Owners by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from said Owner's remaining property contiguous to the lands hereby conveyed to or from said highway.

PIN No. 19854
Project No. S-R199(343)
Parcel No. R199:2992:A

This instrument is made in pursuance of an action, authorized by the City Council of said Farmington City, made on the ____ day of _____, A.D. 20____, and vesting in the Grantee all of the title in said easement.

FARMINGTON CITY

Brett Anderson, Mayor

Reviewed and Advised as to
Form and Legality

ATTEST:

Paul Roberts,
Farmington City Attorney

DeAnn Carlile,
Farmington City Recorder

STATE OF Utah)
) ss.
COUNTY OF Davis)

On this _____ day of _____, in the year 20____, before me _____, a notary public, personally appeared, Brett Anderson and DeAnn Carlile, proved on the basis of satisfactory evidence to be persons whose names are subscribed to in this document, and acknowledged they executed the same in the capacities as Farmington Mayor and Farmington City Recorder, respectively.

Notary Public

Tax ID No.	07-056-0065
PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:2992:A

PUBLIC ENTITY AFFIDAVIT – GRANTEE: UTAH DEPARTMENT OF TRANSPORTATION

I, Rachel Daley, being of legal age and authorized by the UTAH DEPARTMENT OF TRANSPORTATION, hereafter "public entity," being first duly sworn, depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from Farmington City, a Utah Municipal Corporation (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity consents to Farmington City, a Utah Municipal Corporation (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true:

By: Rachel Daley	Date
Its: Title and Closing Agent	
Signed by Authority of: Ross Crowe, UDOT Right of Way Director	

*State of Utah,
County of Salt Lake*

Subscribed and sworn to before me this _____ day of _____, 20____ by Rachel Daley.

SEAL

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Perpetual Easement

(City)

Davis County

Tax ID No.	07-056-0065
PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:2992:E

Farmington City, a Utah Municipal Corporation, who acquired title as Farmington City, Grantor(s), hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following easement in Davis County, State of Utah, to-wit:

A perpetual easement, upon part of an entire tract of property, situate in Lot 2 (SW1/4 NW1/4) of Section 30, T.3N., R.1E., S.L.B.&M., in Davis County, State of Utah, for the purpose of constructing, maintaining, repairing and access to a detention pond and appurtenant parts thereof to facilitate the widening of the existing I-15, known as Project No. S-R199(343). This easement shall run with the real property and shall be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said easement upon part of said entire tract are described as follows:

Beginning at a point in the northerly boundary line of said entire tract, said point is 2,247.32 feet West and 320.99 feet North from the Center Quarter corner of said Section 30, at a point approximately 150.00 feet radially distant easterly from the I-15 ROW Control Line opposite approximate engineer station 2537+01.20; and running thence N.89°49'47"E. 178.17 feet along said northerly boundary line, to the northeast corner of said entire tract, in the existing westerly frontage road right of way line of the I-15 Frontage Road; thence along said existing westerly frontage road right of way line the following two (2) courses: (1) S.30°30'33"E. 8.50 feet, to a point in a 778.51-foot radius non-tangent curve to the right (Note: Radius bears S.59°29'25"W.), at a point approximately 41.62 feet radially distant southwesterly from the I-15 Frontage Road Control Line opposite approximate engineer station 188+30.98; thence

Continued on Page 2
CITY RW-09CY (11-01-03)

PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:2992:E

(2) Southeasterly 76.49 feet along the arc of said curve through a delta of 05°37'47" (Note: Chord to said curve bears S.27°41'41"E. for a distance of 76.46 feet), to a point of non-tangency, at a point approximately 40.26 feet radially distant southwesterly from the I-15 Frontage Road Control Line opposite approximate engineer station 187+51.32; thence S.42°01'33"W. 222.20 feet; thence S.87°57'39"W. 52.17 feet, to a point in a 4,350.00-foot radius non-tangent curve to the left (Note: Radius bears S.87°32'12"W.), at a point 150.00 feet radially distant easterly from the I-15 ROW Control Line opposite engineer station 2534+67.50; thence Northerly 242.05 feet along the arc of said curve through a delta of 03°11'17" (Note: Chord to said curve bears N.04°03'27"W. for a distance of 242.02 feet) to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described easement contains 36,329 square feet, in area or 0.834 acre, more or less.

(Note: Rotate all bearings in the above description 00°21'57" counter-clockwise to obtain NAD83 Highway Bearings.)

PIN No. 19854
Project No. S-R199(343)
Parcel No. R199:2992:E

This instrument is made in pursuance of an action, authorized by the City Council of said Farmington City, made on the ____ day of _____, A.D. 20____, and vesting in the Grantee all of the title in said easement.

FARMINGTON CITY

Brett Anderson, Mayor

Reviewed and Advised as to
Form and Legality

ATTEST:

Paul Roberts,
Farmington City Attorney

DeAnn Carlile,
Farmington City Recorder

STATE OF Utah)
) ss.
COUNTY OF Davis)

On this _____ day of _____, in the year 20____, before me _____, a notary public, personally appeared, Brett Anderson and DeAnn Carlile, proved on the basis of satisfactory evidence to be persons whose names are subscribed to in this document, and acknowledged they executed the same in the capacities as Farmington Mayor and Farmington City Recorder, respectively.

Notary Public

Tax ID No.	07-056-0065
PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:2992:E

PUBLIC ENTITY AFFIDAVIT – GRANTEE: UTAH DEPARTMENT OF TRANSPORTATION

I, Rachel Daley, being of legal age and authorized by the UTAH DEPARTMENT OF TRANSPORTATION, hereafter "public entity," being first duly sworn, depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from Farmington City, a Utah Municipal Corporation (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity consents to Farmington City, a Utah Municipal Corporation (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true:

By: Rachel Daley	Date
Its: Title and Closing Agent	
Signed by Authority of: Ross Crowe, UDOT Right of Way Director	

*State of Utah,
County of Salt Lake*

Subscribed and sworn to before me this _____ day of _____, 20____ by Rachel Daley.

SEAL

Notary Public



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.

Executive Director

BENJAMIN G. HUOT, P.E.

Deputy Director of Planning and Investment

LISA J. WILSON, P.E.

Deputy Director of Engineering and Operations

Re: Incentive Payment

Project Location: I-15 Reconstruction; Farmington to Salt Lake City

Project No.: S-R199(343)

PIN No.: 19854 Parcel No.: 3134, 3134:E

Offer Date: _____

Dear Farmington City,

The Utah Department of Transportation (UDOT) has begun acquisition of properties required for the above captioned project. UDOT would like to begin construction on this project and in order to expedite and avoid construction delays, UDOT is offering an incentive for quick acquisition of properties required for the project.

Your property (or a portion of it) is required for this project. UDOT is offering property owners that sign and fully execute a Right of Way contract within 30 days (or less) from the offer date a \$3,000.00 incentive payment. If it proves impossible to sign a contract in this time frame, but the owner will grant UDOT a Right of Occupancy (referred to as a ROO) then ½ of the incentive amount will be paid, or \$1,500.00, if the ROO is signed within 30 days from the offer date.

The incentive payment is in addition to the original offer. If a signed transaction cannot be completed and executed within these time frames, no incentive payment will be made. Your acquisition agent will explain the details and respond to any questions you may have.

Sincerely,

Olga Crump

Right of Way Lead

Wendy Hansen (Consultant) - Acq. Agent

801-631-6121

wendyh@horrocks.com

I, Farmington City, property owner of parcel 3134, 3134:E acknowledge that I am aware of this incentive offer and its limitations. I agree to consider this proposal. I understand that if I fail to act within the time frames specified that no incentive payment will be paid.

Signature

Signature

Date



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 3134, 3134:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
County of Property: DAVIS Tax ID(s) / Sidwell No: 08-087-0116
Property Address: Approx 40 N 400 West, FARMINGTON, UT 84025
Owner's Address: PO Box 160, 130 North Main Street, FARMINGTON, UT 84025
Primary Phone: 801-451-2383 Owner's Home Phone: (801)451-2383 Owner's Work Phone:
Owner / Grantor (s): Farmington City, a Municipal Corporation of the State of Utah

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, Farmington City, a Municipal Corporation of the State of Utah ("Owner") agrees to sell to the Utah Department of Transportation ("UDOT") the Subject Property described below for Transportation Purposes,¹ and UDOT and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 3134, 3134:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. UDOT shall pay and Owner accepts \$39,000 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **The owner is being compensated for the following cost to cure items: Reconstruct Masonry Sign, Masonry Garden Bed Surround, Garden Bed, 4 Small Trees in the amount of \$22,980, Included in the total compensation.**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and UDOT have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or UDOT under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the UDOT Director of Right of Way, Owner grants UDOT, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 3134, 3134:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
County of Property: DAVIS Tax ID(s) / Sidwell No: 08-087-0116
Property Address: Approx 40 N 400 West, FARMINGTON, UT 84025
Owner's Address: PO Box 160, 130 North Main Street, FARMINGTON, UT 84025
Primary Phone: 801-451-2383 Owner's Home Phone: (801)451-2383 Owner's Work Phone:
Owner / Grantor (s): Farmington City, a Municipal Corporation of the State of Utah

4.2 Fees/Costs.

(a) Escrow Fees. UDOT agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If UDOT elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold UDOT harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to UDOT in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

Owner agrees to remove the existing on-premise sign from the Subject Property within 60 days from the date of written notification by the contractor to enable construction activity on the Subject Property. If the Owner does not remove the on-premise sign after the 60-day written notification, UDOT or its contractor will remove the on-premise sign at the Owner's cost. In the event the on-premise sign will be relocated, the owner will be responsible for any storage costs UDOT incurs after removing the on-premise sign.

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 3134, 3134:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
County of Property: DAVIS Tax ID(s) / Sidwell No: 08-087-0116
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Owner's Address: PO Box 160, 130 North Main Street, FARMINGTON, UT 84025
Primary Phone: 801-451-2383 Owner's Home Phone: (801)451-2383 Owner's Work Phone:
Owner / Grantor (s): Farmington City, a Municipal Corporation of the State of Utah

SIGNATURE PAGE TO UTAH DEPARTMENT OF TRANSPORTATION REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Wendy Hansen, through WLC Consulting, LLC, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

100% Farmington City - OWNER(s)

Date

Date

UTAH DEPARTMENT OF TRANSPORTATION

Ross Crowe
UDOT Director of Right of Way

Date

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 3134, 3134:E

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Owner / Grantor (s): Farmington City, a Municipal Corporation of the State of Utah

Exhibit A

(Attach conveyance documents)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed (City)

Davis County

Tax ID No.	08-087-0116
PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:3134

Farmington City, a Utah Municipal Corporation, who acquired title as Farmington City, a Municipal Corporation of the State of Utah, Grantor, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing I-15, known as Project No. S-R199(343), being part of an entire tract of land, situate in Lot 2, Block 12, Big Creek Plat, Farmington Townsite Survey, in the office of the Davis County Recorder, in the SE1/4 NE1/4 and in the SW1/4 NE1/4 of Section 24, T.3N., R.1W., S.L.B.&M., in Davis County, State of Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing westerly right of way line of 400 West Street, also the easterly Lot line of said Lot 2, 379.51 feet South along said existing westerly right of way line from the Northeast corner of said Lot 2, at a point approximately 29.68 feet perpendicularly distant easterly from the Lagoon Drive Control Line opposite approximate engineer station 18+62.54; and running thence South 18.49 feet said existing westerly right of way line, to the existing easterly frontage road right of way line for the I-15 Freeway, known as Project No. 15-7; thence along said existing easterly frontage road right of way line the following three (3) courses: (1) N.15°20'23"W. 30.00 feet; thence (2) N.20°24'37"W. 175.00 feet, to a point in a 7,589.42-foot (7,589.44-foot by record) radius non-tangent curve to the right (Note: Radius bears N.76°49'00"E.); thence (3) Northerly 187.00 feet along the arc of said curve through a delta of 01°24'42" (Note: Chord to said curve bears N.12°28'39"W. for a distance of 186.99 feet), to a point of non-tangency,

Continued on Page 2
CITY RW-01CY (11-01-03)

to the southerly frontage road right of way line of the frontage road for the I-15 Freeway; thence along said southerly frontage road right of way line of the frontage road for the I-15 Freeway the following two (2) courses: (1) S.87°41'00"E. 4.11 feet, to the beginning of a 170.00-foot radius curve to the right; thence (2) Easterly 2.65 feet along the arc of said curve through a delta of 00°53'31" (Note: Chord to said curve bears S.87°14'14"E. for a distance of 2.65 feet), to a point approximately 30.58 feet perpendicularly distant easterly from said Control Line opposite approximate engineer station 22+33.18, to a point in a 26.50-foot radius non-tangent curve to the left (Note: Radius bears N.89°22'04"E.); thence Southerly 7.58 feet along the arc of said curve through a delta of 16°23'57" (Note: Chord to said curve bears S.08°49'54"E. for a distance of 7.56 feet), to a point 29.50 feet perpendicularly distant easterly from said Control Line opposite engineer station 22+25.70; thence S.17°01'53"E. 219.75 feet, to a point 32.27 feet perpendicularly distant easterly from said Control Line opposite engineer station 20+06.53, to the beginning of a 1,503.50-foot radius curve to the right; thence Southerly 90.10 feet along the arc of said curve through a delta of 03°26'01" (Note: Chord to said curve bears S.15°18'52"E. for a distance of 90.09 feet), to a point 31.26 feet perpendicularly distant easterly from said Control Line opposite engineer station 19+16.45; thence S.13°35'52"E. 10.26 feet, to a point 30.84 feet perpendicularly distant easterly from said Control Line opposite engineer station 19+06.20, to the beginning of a 1,496.50-foot radius curve to the left; thence Southerly 43.68 feet along the arc of said curve through a delta of 01°40'20" (Note: Chord to said curve bears S.14°26'02"E. for a distance of 43.68 feet) to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 4,919 square feet, in area or 0.113 acre, more or less.

(Note: Rotate all bearings in the above description 00°19'12" clockwise to obtain NAD83 Highway Bearings.)

PIN No. 19854
Project No. S-R199(343)
Parcel No. R199:3134

This instrument is made in pursuance of an action, authorized by the City Council of said Farmington City, made on the ____ day of _____, A.D. 20____, and vesting in the Grantee all of the title in said easement.

FARMINGTON CITY

Brett Anderson, Mayor

Reviewed and Advised as to
Form and Legality

ATTEST:

Paul Roberts,
Farmington City Attorney

DeAnn Carlile,
Farmington City Recorder

STATE OF Utah)
) ss.
COUNTY OF Davis)

On this _____ day of _____, in the year 20____, before me _____, a notary public, personally appeared, Brett Anderson and DeAnn Carlile, proved on the basis of satisfactory evidence to be persons whose names are subscribed to in this document, and acknowledged they executed the same in the capacities as Farmington Mayor and Farmington City Recorder, respectively.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Construction Easement (City)

Davis County

Tax ID No.	08-087-0116
PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:3134:E

Farmington City, a Utah Municipal Corporation, who acquired title as Farmington City, a Municipal Corporation of the State of Utah, Grantor hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Davis County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, situate in Lot 2, Block 12, Big Creek Plat, Farmington Townsite Survey, in the office of the Davis County Recorder, in the SE1/4 NE1/4 and in the SW1/4 NE1/4 of Section 24, T.3N., R.1W., S.L.B.&M., in Davis County, State of Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes incident to the drainage improvements of the existing I-15, known as Project No. S-R199(343). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement upon part of said entire tract are described as follows:

Beginning at a point in the existing westerly right of way line of 400 West Street, also the easterly Lot line of said Lot 2, 379.51 feet South along said existing westerly right of way line from the Northeast corner of said Lot 2, to a point in a 1,496.50-foot radius non-tangent curve to the right (Note: Radius bears N.74°43'48"E.); and running thence Northerly 43.68 feet along the arc of said curve through a delta of 01°40'20" (Note: Chord to said curve bears N.14°26'02"W. for a distance of 43.68 feet), to a point

Continued on Page 2
CITY RW-09CY (11-01-03)

30.84 feet perpendicularly distant easterly from the Lagoon Drive Control Line opposite engineer station 19+06.20; thence N.13°35'52"W. 10.26 feet, to a point 31.26 feet perpendicularly distant easterly from said Control Line opposite engineer station 19+16.45, to the beginning of a 1,503.50-foot radius curve to the left; thence Northerly 90.10 feet along the arc of said curve through a delta of 03°26'01" (Note: Chord to said curve bears N.15°18'52"W. for a distance of 90.09 feet); thence N.17°01'53"W. 219.75 feet, to a point 29.50 feet perpendicularly distant easterly from said Control Line opposite engineer station 22+25.70, to the beginning of a 26.50-foot radius curve to the right; thence Northerly 7.58 feet along the arc of said curve through a delta of 16°23'57" (Note: Chord to said curve bears N.08°49'54"W. for a distance of 7.56 feet) to the southerly frontage road right of way line of the frontage road for the I-15 Freeway, known as Project No. 15-7, to a point in a 170.00-foot radius non-tangent curve to the right (Note: Radius bears S.03°12'31"W.); thence Easterly 3.01 feet along the arc of said curve through a delta of 01°00'52" (Note: Chord to said curve bears S.86°17'03"E. for a distance of 3.01 feet) along said southerly frontage road right of way line, to a point in a 23.50-foot radius non-tangent curve to the left (Note: Radius bears N.88°48'42"E.); thence Southerly 6.50 feet along the arc of said curve through a delta of 15°50'34" (Note: Chord to said curve bears S.09°06'36"E. for a distance of 6.48 feet); thence S.17°01'53"E. 219.75 feet, to the beginning of a 1,506.50-foot radius curve to the right; thence Southerly 90.28 feet along the arc of said curve through a delta of 03°26'01" (Note: Chord to said curve bears S.15°18'52"E. for a distance of 90.27 feet); thence S.13°35'52"E. 10.26 feet, to the beginning of a 1,493.50-foot radius curve to the left; thence Southerly 32.45 feet along the arc of said curve through a delta of 01°14'41" (Note: Chord to said curve bears S.14°13'12"E. for a distance of 32.45 feet), to said existing westerly right of way line; thence South 11.55 feet along said existing westerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described easement contains 1,096 square feet, in area or 0.025 acre, more or less.

(Note: Rotate all bearings in the above description 00°19'12" clockwise to obtain NAD83 Highway Bearings.)

PIN No. 19854
Project No. S-R199(343)
Parcel No. R199:3134:E

This instrument is made in pursuance of an action, authorized by the City Council of said Farmington City, made on the ____ day of _____, A.D. 20____, and vesting in the Grantee all of the title in said easement.

FARMINGTON CITY

Brett Anderson, Mayor

Reviewed and Advised as to
Form and Legality

ATTEST:

Paul Roberts,
Farmington City Attorney

DeAnn Carlile,
Farmington City Recorder

STATE OF Utah)
) ss.
COUNTY OF Davis)

On this _____ day of _____, in the year 20____, before me _____, a notary public, personally appeared, Brett Anderson and DeAnn Carlile, proved on the basis of satisfactory evidence to be persons whose names are subscribed to in this document, and acknowledged they executed the same in the capacities as Farmington Mayor and Farmington City Recorder, respectively.

Notary Public