



WOODS CROSS CITY COUNCIL AGENDA

Regular Session Tuesday, July 1, 2025 • 6:30 pm– Council Chambers Woods Cross City Hall

The City Council session meeting will be held in person and via Zoom.
You may access at <https://zoom.us/j/9358074960> or go to zoom.us >

INVOCATION/PLEDGE

JONES

1. REVIEW of CITY COUNCIL AGENDA

WESTERGARD

2. CONSENT ITEMS

- a. Ratify Cash Disbursements: 6/13/25 – 6/26/25
- b. Consideration to Adopt Resolution 2025-927 Awarding Bid for 2025 Mill and Overlay Project
- c. Consideration to Adopt Resolution 2025-928 Awarding Bid for 2025 Mills Park Asphalt Preservation Project
- d. Consideration to Adopt Resolution 2025-929 Authorizing of Surplus Office Furniture
- e. Consideration to Adopt Resolution 2025-930 Authorizing the Sale of Right of Way at 735 West 500 South to UDOT

MAYOR
CHRISTIANSEN

CHRISTIANSEN
HADERLIE

HADERLIE

3. PUBLIC COMMENT

Brief items that are not on the agenda or part of a scheduled Public Hearing. Limited to 3 minutes. If an item requires more than 3 minutes, please contact the City Administrator to be added to a future agenda (bhaderlie@woodscross.com)

4. ACTION ITEMS

- a. None Unless a Consent Item is Moved to Action Item for Further Discussion by the Mayor or City Council

5. STAFF REPORTS

- a. Public Works Report
- b. City Administrator Report

CHRISTIANSEN
HADERLIE

6. COUNCIL ITEMS

- a. Questions/Directions to Staff
- b. Council Reports

MAYOR

I certify that copies of the agenda for the Woods Cross City Council meeting to be held July 1, 2025, were posted at Woods Cross City Hall, city website www.Woodscross.com, and the Utah Public Notice website at www.utah.gov/pmn. Date Posted: June 26, 2025 /s/ Annette Hanson, Woods Cross City Recorder.

In compliance with the Americans with Disabilities Act, any individuals needing special accommodations or services during this meeting shall notify the City Recorder at (801) 677-1006 or AP@WoodsCross.com, at least 24 hours prior to the meeting.

Consent Items

CASH DISBURSEMENTS

<u>Funds: 1st & 2nd digit of Account #</u>	<u>Departments: 3rd & 4th digit of Account #</u>
10 General	1X Assets
51 Water	2X Liabilities
52 Garbage	3X Revenues
21 Class C Roads	41 Legislative
22 Subsurface Storm Drain	42 Judicial
23 Storm Sewer	43 Administration
24 Park Development	46 Data Processing
25 Redevelopment agency	47 Non Departmental
46 Capital Improvement	49 City Attorney
53 Water Impact	51 City Hall
54 Water Revenue Bond	55 Elections
56 Storm Drain Enterprise	57 Community Development
	60 Police
	61 Liquor Law Enforcement
	62 Fire Department
	63 Building Inspection
	66 Animal Control
	67 Volunteer Services
	71 Street Department
	74 Sidewalks, Curb Gutter
	77 Storm Sewer
	79 City Shops
	83 Parks
	86 Recreation
	90 Transfers

Report Criteria:
Report type: GL detail

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
30365	06/17/2025	LILY COROB	YCC SCHOLARSHIP RECIPIENT 2025	26-40-612	250.00-	052925
Total 30365:					250.00-	
30405	06/17/2025	LILY COROB	YCC SCHOLARSHIP RECIPIENT 2025	26-40-612	250.00	052925
Total 30405:					250.00	
30406	06/17/2025	NICHOLAS & COMPANY	MEMORIAL DAY EGGS, SYRUP, SAUSAGE, BUTTER & OJ 1600	27-40-617	1,122.41	9193453
30406	06/17/2025	NICHOLAS & COMPANY	MEMORIAL DAY EGGS, 1600	27-40-617	446.04	9194130
Total 30406:					1,568.45	
30407	06/17/2025	ENTERPRISE FM TRUST	276MZ3 PW SILVERADO 3500	61-80-171	920.05	608175-0605
30407	06/17/2025	ENTERPRISE FM TRUST	276N29 PW LEASE SILVERADO 2500	61-80-183	971.30	608175-0605
30407	06/17/2025	ENTERPRISE FM TRUST	26PXS F EQUINOX LEASE	61-80-151	562.58	608175-0605
30407	06/17/2025	ENTERPRISE FM TRUST	26QM4C PW SILVERADO LEASE	61-80-171	147.51	608175-0605
30407	06/17/2025	ENTERPRISE FM TRUST	26QM4C PW SILVERADO LEASE	61-80-183	147.51	608175-0605
30407	06/17/2025	ENTERPRISE FM TRUST	26QM4C PW SILVERADO LEASE	61-80-510	295.01	608175-0605
30407	06/17/2025	ENTERPRISE FM TRUST	26QM4C PW SILVERADO LEASE	61-80-560	295.01	608175-0605
30407	06/17/2025	ENTERPRISE FM TRUST	26VDS7 PW SILVERADO 3500 LEASE	61-80-183	805.48	608175-0605
30407	06/17/2025	ENTERPRISE FM TRUST	26QM4K PW 1500 SILVERADO LEASE	61-80-510	861.55	608175-0605
Total 30407:					5,006.00	
30413	06/26/2025	BASECO	P CHILD HOUSE REPAIR-RDA FINAL PAYMENT	25-40-731	56,554.93	55-24-105 PA
Total 30413:					56,554.93	
30414	06/26/2025	BOUNTIFUL CITY CORP	330 W 1500 S Electric Power	51-40-270	37.27	2378486
30414	06/26/2025	BOUNTIFUL CITY CORP	180 E 1500 S Electric Power	51-40-270	28.58	2379253
30414	06/26/2025	BOUNTIFUL CITY CORP	339 W 2600 S Electric Power	51-40-270	26.98	871130
Total 30414:					92.83	
30415	06/26/2025	BRANDON & MALLORY MILLER	REFUND DEPOSIT	51-21350	100.00	4.1420.0.2

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 30415:					100.00	
30416	06/26/2025	CANON FINANCIAL SERVICES, INC	PD Copier C3930I Contract and Copies	10-60-251	216.66	41209430
30416	06/26/2025	CANON FINANCIAL SERVICES, INC	CH Copier C5850 Contract and Copies	10-51-250	220.65	41209430
Total 30416:					437.31	
30417	06/26/2025	CARENOW	DRUG SCREEN-MARTINEZ	10-57-310	43.00	UT6345-412
30417	06/26/2025	CARENOW	DRUG SCREEN- FURNISH	10-60-310	43.00	UT6345-412
30417	06/26/2025	CARENOW	DRUG SCREEN- WILSTEAD	10-60-310	43.00	UT6345-412
30417	06/26/2025	CARENOW	DRUG SCREEN-TERZO	10-60-310	43.00	UT6345-412
Total 30417:					172.00	
30418	06/26/2025	CURTIS EVERETT	BAILIFF DUTY 06/24/25	10-42-310	200.00	062425
Total 30418:					200.00	
30419	06/26/2025	EMINENT TECHNICAL SOLUTIONS	MONTHLY CAMERA MONITORING-MARCH 2025	10-51-280	240.00	CM-16314
30419	06/26/2025	EMINENT TECHNICAL SOLUTIONS	MONTHLY CAMERA MONITORING-MAY 2025	10-51-280	240.00	CM-16420
30419	06/26/2025	EMINENT TECHNICAL SOLUTIONS	.GOV DOMAIN AND EMAIL MIGRATION	10-46-310	3,895.00	EM-72201
Total 30419:					4,375.00	
30420	06/26/2025	HARRINGTON INDUSTRIAL PLASTICS LLC	CHLORINE GENERATOR REPAIR PARTS	51-40-250	92.81	020F0430
30420	06/26/2025	HARRINGTON INDUSTRIAL PLASTICS LLC	CHLORINE GENERATOR REPAIR PARTS	51-40-250	236.12	020F0466
30420	06/26/2025	HARRINGTON INDUSTRIAL PLASTICS LLC	CHLORINE GENERATOR REPAIR PARTS	51-40-250	6.80	020F0511
30420	06/26/2025	HARRINGTON INDUSTRIAL PLASTICS LLC	TREATMENT PLANT REPAIR PARTS	51-40-250	42.04	020F0573
Total 30420:					377.77	
30421	06/26/2025	HOLBROOK ASPHALT CO	SPRING ASPHALT PRESERVATION	21-40-410	44,019.68	HAU92444
Total 30421:					44,019.68	
30422	06/26/2025	INTERMOUNTAIN TRAFFIC SAFETY	REPLACE SPEED BUMP SIGNS 525 W	10-71-410	105.22	58243
30422	06/26/2025	INTERMOUNTAIN TRAFFIC SAFETY	PARKS SIGNS	10-83-260	173.10	58244

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 30422:					278.32	
30423	06/26/2025	INTERSTATE BATTERIES	SPRINKLER TIMER BATTERIES	10-83-260	29.80	11031190
Total 30423:					29.80	
30424	06/26/2025	JARROD HOCH	REFUND OVERPAYMENT-FINAL BILL	01-11750	9.98	14.5510.0.4
Total 30424:					9.98	
30425	06/26/2025	JOSEPH RUPP	REFUND PARK BOWERY FEE-N/C EMPLOYEES	10-34-710	100.00	88628831
Total 30425:					100.00	
30426	06/26/2025	JUB ENGINEERS, INC	07-24-094 TMP UPDATE	21-40-755	888.00	0185658
Total 30426:					888.00	
30427	06/26/2025	JULIE CHECKETTS	REIMBURSE SR LUNCH BELL RINGER PRIZES JUNE 2025	27-40-611	34.02	061225
Total 30427:					34.02	
30428	06/26/2025	LAKEVIEW ASPHALT PRODUCTS INC	ASPHALT PATCH 1500 S	21-40-410	113.12	13988
30428	06/26/2025	LAKEVIEW ASPHALT PRODUCTS INC	PATCH ON 2150 S	21-40-410	113.68	14035
Total 30428:					226.80	
30429	06/26/2025	LAWN BUTLER	LANDSCAPE MAINTENANCE JUNE 2025	10-83-310	13,310.70	INA-176667
Total 30429:					13,310.70	
30430	06/26/2025	LINDE GAS & EQUIPMENT INC.	ACETYLENE	10-79-250	197.54	50459572
Total 30430:					197.54	
30431	06/26/2025	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	10-43-240	220.18	4276686570
Total 30431:					220.18	
30432	06/26/2025	O'REILLY AUTOMOTIVE, INC.	PD VEHICLE WIPER BLADES-BOYLE	10-60-251	54.92	2898-162354

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 30432:					54.92	
30433	06/26/2025	PARAMETRIX	QUIET ZONE REINSTATEMENT FINAL NOTICE	21-13200	1,021.01	68088
Total 30433:					1,021.01	
30434	06/26/2025	PAUL BREWER	SMR LIT SPEAKER 150-175 KIDS + 50 PARENTS ATTENDING	27-40-621	495.00	25-162
Total 30434:					495.00	
30435	06/26/2025	RAD WOMEN OF UTAH ASSOCIATION	RAD SUMMER REC CLASS 2025 WEEK 2 - 13 STUDENTS	10-86-610	600.00	062125
Total 30435:					600.00	
30436	06/26/2025	JOSHUA & KARTIA HANDLER	REFUND OVERPAYMENT-FINAL BILL	01-11750	32.44	24.8805.0.1
Total 30436:					32.44	
30437	06/26/2025	RYAN FRANCOM	REFUND OVERPAYMENT-FINAL BILL	01-11750	74.46	21.1504.0.2
Total 30437:					74.46	
30439	06/26/2025	SECOND JUDICIAL DISTRICT COURT	C#245700068 RT POWERS TRIAL DE NOVO	10-35-100	316.98	C# 24570006
Total 30439:					316.98	
30440	06/26/2025	SKAGGS COMPANY INC	ZIERSE UNIFORMS	10-60-450	77.90	450_A_2913
30440	06/26/2025	SKAGGS COMPANY INC	SALAS UNIFORM	10-60-450	145.96	450_A_2922
Total 30440:					223.86	
30441	06/26/2025	SOUTH FORK HARDWARE-NSL #87	PW SPRAY NOZZLE AND WASHERS	10-79-260	45.63	687204
30441	06/26/2025	SOUTH FORK HARDWARE-NSL #87	WASP SPRAY	10-83-260	71.88	687759
Total 30441:					117.51	
30442	06/26/2025	STANDARD PLUMBING SUPPLY CO.	SPRINKLER PARTS	10-83-260	12.02	YTZ177
30442	06/26/2025	STANDARD PLUMBING SUPPLY CO.	CAPS TO SEAL LINE ON 1500 S	51-40-250	32.02	YVDN86
30442	06/26/2025	STANDARD PLUMBING SUPPLY CO.	SPRINKLER PARTS	10-83-260	34.33	YVYD26

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 30442:					78.37	
30443	06/26/2025	TRACTOR SUPPLY CREDIT PLAN	POWER WASHER PARTS	10-83-250	95.96	567993
Total 30443:					95.96	
30444	06/26/2025	TUELLER'S PRESS	AWARD CERTIFICATES	10-60-455	1,504.00	00020998
Total 30444:					1,504.00	
30445	06/26/2025	TWIN D INC	PW DETENTION BASIN CLEANSING	10-79-260	1,788.75	789716 RI
30445	06/26/2025	TWIN D INC	LINE CAMERA FIELD CREST DRAIN	52-40-620	637.50	790717 RI
Total 30445:					2,426.25	
30446	06/26/2025	UNIFIRST FIRST AID AND SAFETY	FIRST AID SUPPLIES	10-51-260	85.06	D630366
Total 30446:					85.06	
30447	06/26/2025	VERIZON WIRELESS	PD AIR CARDS	10-60-280	820.44	6115849048
30447	06/26/2025	VERIZON WIRELESS	PW TABLETS	10-51-280	220.00	6115849048
Total 30447:					1,040.44	
6262501	06/26/2025	UTAH LOCAL GOVERNMENT TRUST	MONTHLY WC PREMIUM	10-22430	4,198.23	1619547
Total 6262501:					4,198.23	
6262502	06/26/2025	UTAH LOCAL GOVERNMENT TRUST	PROPERTY INSURANCE CREDIT	10-47-510	220.74-	1568907
Total 6262502:					220.74-	
Grand Totals:					140,343.06	



Ryan Westergard
Mayor

Bryce K Haderlie
City Administrator

Public Works Department

Sam Christiansen
Public Works Director
1555 South 800 West Woods Cross, Utah 84087
Phone: 801-292-4421 Fax: 801-292-2225

Memorandum

DATE: June 26, 2025

TO: Mayor and City Council

FROM: Sam Christiansen, Public Works Director

SUBJECT: Resolution Awarding 2025 Woods Cross Mill and Overlay Project

Recommendation:

We recommend that the Council approve this Resolution, awarding the 2025 Woods Cross Mill and Overlay Project, including the optional streets listed, to Morgan Asphalt for \$386,718.50.

Budget:

Money for this project was approved in the FY 2025-26 tentative budget. There is currently a budgeted \$600,000 in the Streets maintenance budget GL 21-40-410, and the council directed on June 3, 2025, staff to supplement this budget with the \$250,000 Road Bond unexpended monies to mill/overlay 800 W.

Background:

To continue our efforts to improve the city's roads, the staff has reviewed the status of the roads and put together a project to address some of them this summer. The project advertised following the city and states procurement requirements for Roads B&C funds. The bid opening that occurred on June 26, 2025, was for the following roads:

- 1935 S from 800 W to 925 W
- 875 W from 800 w to 1500 S
- 840 W/1400 S Cul De Sac off of 875 W
- 800 W from 1585 S to 1959 S (Optional on bid)
- 760 W 1950 S corner Area. See map (Optional on bid)

Attached is a map of the roads that will receive a 2" mill and 2" overlay.

On June 26th, we held a bid opening for the project, receiving four bids. The bids came in at:

CONTRACTOR	BID AMOUNT
MORGAN ASPHALT	\$386,718.50
C&B ASPHALT	\$410,816.00
KILGORE	Non Responsive



Ryan Westergard
Mayor

Bryce K Haderlie
City Administrator

Public Works Department

Sam Christiansen
Public Works Director

1555 South 800 West Woods Cross, Utah 84087
Phone: 801-292-4421 Fax: 801-292-2225

POST ASPHALT	\$465,812.50
GRANITE	\$390,255.67
BLACK FOREST PAVING	\$406,495.00

RESOLUTION 2025-927

A RESOLUTION AWARDING THE BID FOR THE 2025 WOODS CROSS MILL AND OVERLAY PROJECT

WHEREAS, City Staff has evaluated city roads and have identified streets asphalt surfacing that is at the end of their service life; and

WHEREAS, Woods Cross City has solicited proposals for the 2025 Woods Cross Mill and Overlay project in compliance with Chapter 3-15 of the Woods Cross City Code and applicable provisions of State law, including, but not limited to, the Uniform Fiscal Procedures Act set forth at Utah Code Ann. 10-6-101, et seq., as amended; and

WHEREAS, Woods Cross City Code staff has evaluated the proposals for qualifications related to experience, equipment, methodology, operations, called references, and price using the information provided in the proposals; and

WHEREAS, it has been determined that Morgan Asphalt is most qualified to provide this service.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Woods Cross City, Utah:

1. The Mayor is authorized to sign this Resolution awarding the bid for the 2025 Streets Maintenance Surface Restoration project to Morgan Asphalt for the amount of \$386,718.50 and include the optional streets listed in the bid package
2. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE
OF UTAH, ON THIS 1ST DAY OF JULY 2025.**

**WOODS CROSS CITY
A MUNICIPAL CORPORATION**

ATTEST:

RYAN WESTERGARD, MAYOR

ANNETTE HANSON, CITY RECORDER

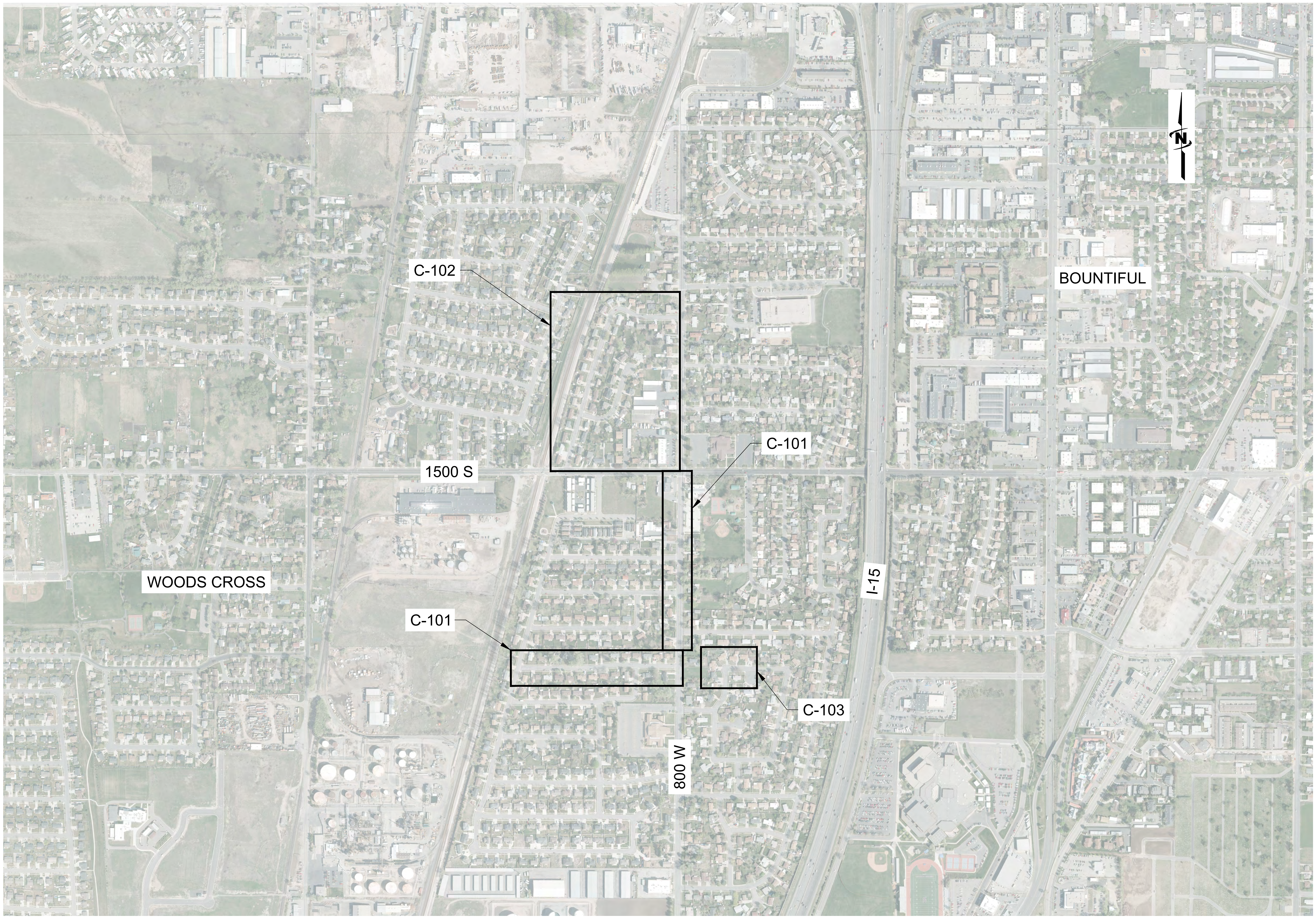
Voting:


Julie Checketts	Yea ____	Nay ____
Eric Jones	Yea ____	Nay ____
Wallace Larrabee	Yea ____	Nay ____
Jim Grover	Yea ____	Nay ____
Gary Sharp	Yea ____	Nay ____
Ryan Westergard	Yea ____	Nay ____

[tie vote only]



Plot Date: 5/29/2025 5:05 PM Plotted By: Hunter Slade
Date Created: 5/27/2025 JUB-001-CENTRAL-CLIENT\WOODSCROSS\PROJECTS\55-25-053_2025\STREET PROJECTS\DESIGN\CAD SHEET\55-25-053_G-101.DWG





J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.

466 North 900 West
Kaysville, UT 84037

Phone: 801.547.0393
www.jub.com

BID SET

REUSE OF DRAWINGS

JUB SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RIGHTS IN ANY DESIGN OR DRAWING. NO PART OF ANY DESIGN OR DRAWING SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF JUB. ANY REUSE WITHOUT WRITTEN CONSENT BY JUB WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO JUB.

REVISION		NO.	DESCRIPTION	BY	DATE

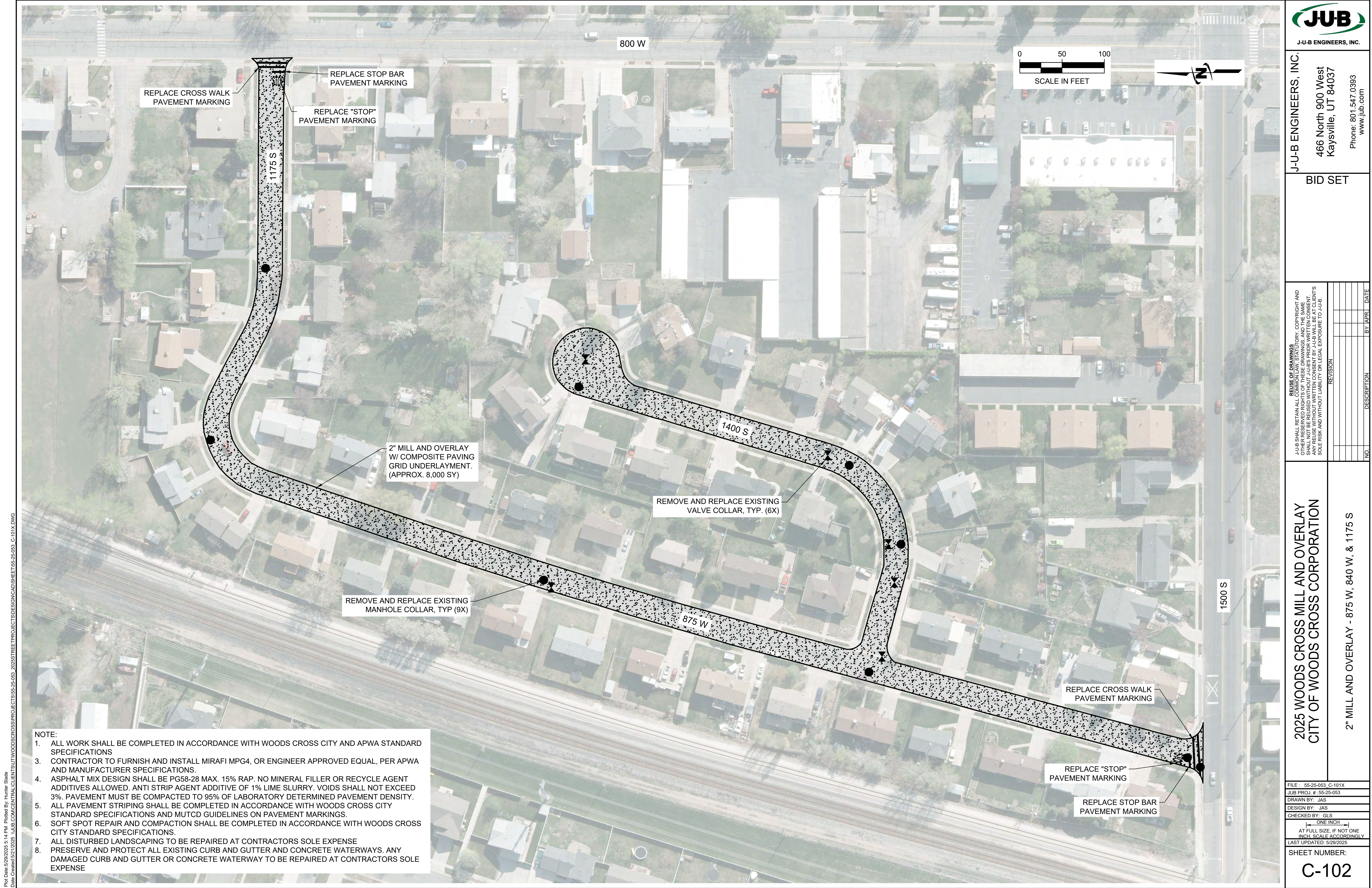
2025 WOODS CROSS MILL AND OVERLAY
CITY OF WOODS CROSS CORPORATION

SHEET REFERENCE MAP


FILE: 55-25-053_G-101
JUB PROJ #: 55-25-053
DRAWN BY: JAS
DESIGN BY: JAS
CHECKED BY: GLS

ONE INCH
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 5/29/2025

SHEET NUMBER:
G-101



- NOTE:
1. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH WOODS CROSS CITY AND APWA STANDARD SPECIFICATIONS
 2. CONTRACTOR TO FURNISH AND INSTALL MIRAFI MPG4, OR ENGINEER APPROVED EQUAL, PER APWA AND MANUFACTURER SPECIFICATIONS.
 3. ASPHALT MIX DESIGN SHALL BE PG58-28 MAX. 15% RAP. NO MINERAL FILLER OR RECYCLE AGENT ADDITIVES ALLOWED. ANTI STRIP AGENT ADDITIVE OF 1% LIME SLURRY. VOIDS SHALL NOT EXCEED 3%. PAVEMENT MUST BE COMPACTED TO 95% OF LABORATORY DETERMINED PAVEMENT DENSITY.
 4. ALL PAVEMENT STRIPING SHALL BE COMPLETED IN ACCORDANCE WITH WOODS CROSS CITY STANDARD SPECIFICATIONS AND MUTCD GUIDELINES ON PAVEMENT MARKINGS.
 5. SOFT SPOT REPAIR AND COMPACTION SHALL BE COMPLETED IN ACCORDANCE WITH WOODS CROSS CITY STANDARD SPECIFICATIONS.
 6. ALL DISTURBED LANDSCAPING TO BE REPAIRED AT CONTRACTORS SOLE EXPENSE
 7. PRESERVE AND PROTECT ALL EXISTING CURB AND GUTTER AND CONCRETE WATERWAYS. ANY DAMAGED CURB AND GUTTER OR CONCRETE WATERWAY TO BE REPAIRED AT CONTRACTORS SOLE EXPENSE



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BID SET

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NO.	REVISION	DESCRIPTION	BY	DATE

2025 WOODS CROSS MILL AND OVERLAY
CITY OF WOODS CROSS CORPORATION

2" MILL AND OVERLAY - 875 W, 840 W, & 1175 S

FILE: 55-25-053 C-101X

JUB PROJ. #: 55-25-053

DRAWN BY: JAS

DESIGN BY: JAS

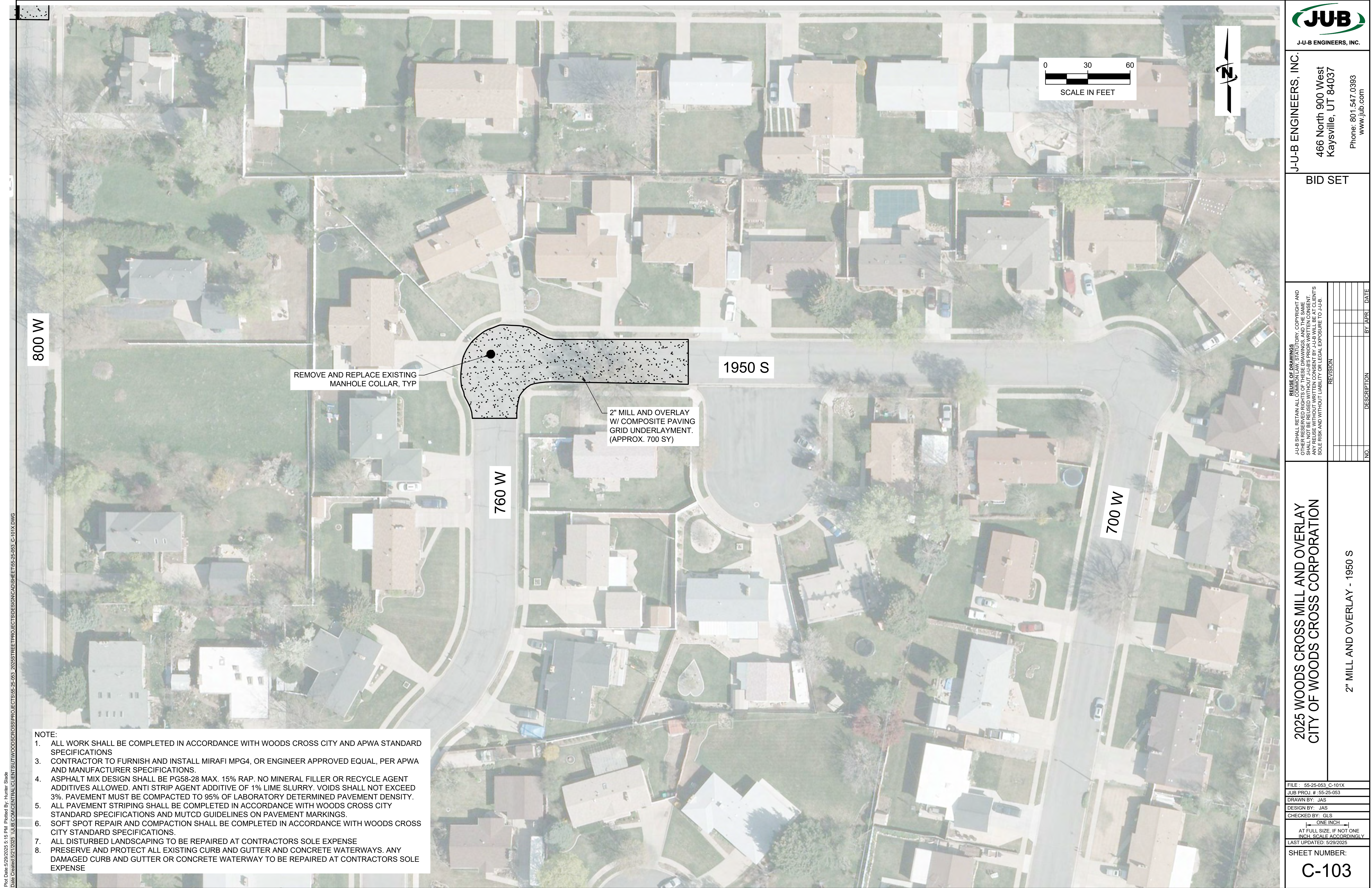
CHECKED BY: GLS

AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY

LAST UPDATED: 5/29/2025


SHEET NUMBER:

C-102



Plot Date: 5/29/2025 5:15 PM Plotted By: Hunter Slade
Date Created: 5/1/2025 JUB-01-CENTRAL-CITY-UT-WOODS-CROSS-PROJECTS-05-25-053 2025 STREET PROJECTS DESIGN CAD SHEET 15-25-053 C-103X.DWG

- NOTE:
1. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH WOODS CROSS CITY AND APWA STANDARD SPECIFICATIONS
 2. CONTRACTOR TO FURNISH AND INSTALL MIRAFI MPG4, OR ENGINEER APPROVED EQUAL, PER APWA AND MANUFACTURER SPECIFICATIONS.
 3. ASPHALT MIX DESIGN SHALL BE PG58-28 MAX. 15% RAP. NO MINERAL FILLER OR RECYCLE AGENT ADDITIVES ALLOWED. ANTI STRIP AGENT ADDITIVE OF 1% LIME SLURRY. VOIDS SHALL NOT EXCEED 3%. PAVEMENT MUST BE COMPACTED TO 95% OF LABORATORY DETERMINED PAVEMENT DENSITY.
 4. ALL PAVEMENT STRIPING SHALL BE COMPLETED IN ACCORDANCE WITH WOODS CROSS CITY STANDARD SPECIFICATIONS AND MUTCD GUIDELINES ON PAVEMENT MARKINGS.
 5. SOFT SPOT REPAIR AND COMPACTION SHALL BE COMPLETED IN ACCORDANCE WITH WOODS CROSS CITY STANDARD SPECIFICATIONS.
 6. ALL DISTURBED LANDSCAPING TO BE REPAIRED AT CONTRACTORS SOLE EXPENSE
 7. PRESERVE AND PROTECT ALL EXISTING CURB AND GUTTER AND CONCRETE WATERWAYS. ANY DAMAGED CURB AND GUTTER OR CONCRETE WATERWAY TO BE REPAIRED AT CONTRACTORS SOLE EXPENSE



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BID SET

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REVISION		NO.	DESCRIPTION	BY	DATE

2025 WOODS CROSS MILL AND OVERLAY
CITY OF WOODS CROSS CORPORATION

2" MILL AND OVERLAY - 1950 S

FILE: 55-25-053 C-101X
JUB PROJ. #: 55-25-053
DRAWN BY: JAS
DESIGN BY: JAS
CHECKED BY: GLS

ONE INCH
AT FULL SIZE, IF NOT ONE
INCH, SCALE ACCORDINGLY
LAST UPDATED: 5/29/2025

SHEET NUMBER:
C-103



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

June 26, 2025

Sam Christiansen
Woods Cross City Corporation
2287 S 1200 W,
Woods Cross, Utah 84087

Re: Recommendation for Award of Contract
2025 Woods Cross Mill and Overlay

Dear Sam,

Attached is the bid tabulation for the bids opened on June 26, 2025, for the above referenced project. The Low Bidder and Bid Amount are as follows:

Low Bidder: Morgan Asphalt
7620 W Highway 201
Magna, Utah 84044

Total Bid Amount: \$ 386,718.50

Based upon the criteria we have established and the information received, Morgan Asphalt is the lowest qualified bidder. Morgan Asphalt is a reputable contractor and we recommend awarding them the project. The contract for construction of a small project document must be executed by Woods Cross City Corporation and then given to the Contractor for his execution (see attached).

The contractor must obtain the following documents prior to beginning any work on the project: Payment Bond, Performance Bond, and Proof of Insurance.

Sincerely,

James Strong, E.I.T.
Design Engineer

Bid Tabulation

Project: 2025 Woods Cross Mill and Overlay
 Client: Woods Cross City
 J-U-B Project N55-25-053
 Bid Date June 26, 2025



Item #	Description	Unit	Quantity	C&B Asphalt		Kilgore - Non Responsive		Post		Morgan Asphalt		Granite		Black Forest Paving	
				Bid Unit Price 1	Bid Total Price 1	Bid Unit Price 2	Bid Total Price 2	Bid Unit Price 3	Bid Total Price 3	Bid Unit Price 4	Bid Total Price 4	Bid Unit Price 5	Bid Total Price 5	Bid Unit Price 6	Bid Total Price 6
1	2" Mill and Overlay	SY	17100	\$ 21.42	\$ 366,282.00	\$ -	\$ -	\$ 24.75	\$ 423,225.00	\$ 20.20	\$ 345,420.00	\$ 19.00	\$ 324,900.00	\$ 21.35	\$ 365,085.00
2	Manhole Collar Removal and Replacement	EA	16	\$ 1,029.00	\$ 16,464.00	\$ -	\$ -	\$ 945.00	\$ 15,120.00	\$ 1,050.00	\$ 16,800.00	\$ 900.00	\$ 14,400.00	\$ 960.00	\$ 15,360.00
3	Valve/Monument Collar Removal and Replacement	EA	18	\$ 815.00	\$ 14,670.00	\$ -	\$ -	\$ 625.00	\$ 11,250.00	\$ 660.00	\$ 11,880.00	\$ 600.00	\$ 10,800.00	\$ 850.00	\$ 15,300.00
4	Soft Spot Repair (Contingent)	CY	50	\$ 147.00	\$ 7,350.00	\$ -	\$ -	\$ 160.00	\$ 8,000.00	\$ 95.27	\$ 4,763.50	\$ 175.00	\$ 8,750.00	\$ 79.00	\$ 3,950.00
5	Pavement Striping/Markings	LS	1	\$ 1,800.00	\$ 1,800.00	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	\$ 2,550.00	\$ 2,550.00	\$ 26,040.67	\$ 26,040.67	\$ 2,000.00	\$ 2,000.00
6	800 W Pavement Striping/Markings (Contingent)	LS	1	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	\$ 2,200.00	\$ 2,200.00	\$ 1,900.00	\$ 1,900.00	\$ 2,100.00	\$ 2,100.00
7	Soft Spot Asphalt Replacement (Contingent)	SF	450	\$ 5.00	\$ 2,250.00	\$ -	\$ -	\$ 7.15	\$ 3,217.50	\$ 6.90	\$ 3,105.00	\$ 7.70	\$ 3,465.00	\$ 6.00	\$ 2,700.00
Total				\$	410,816.00	Total	\$ -	Total	\$ 465,812.50	Total	\$ 386,718.50	Total	\$ 390,255.67	Total	\$ 406,495.00

=Highlighted numbers are different than submitted bids but have been updated based on the Unit price. Discrepancies made no impact on selection of lowest bidder.

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT **ADDENDUM 1**

This Contract is by and between Woods Cross City Corporation (Owner) and
Morgan Asphalt (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **2025 Woods Cross Mill and Overlay** which includes a 2" full roadway width mill and overlay (approximately 17,100 SY), and removal and replacement of valve, manhole, and monument collars.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents and shown in the Construction Drawings, but generally located along all of the 800 W, 1935 S, 875 W, 840 W, 1175 S, and 1950 S streets right-of-way in Woods Cross, Utah.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract.
2. Performance bond.
3. Payment bond.
4. Specifications listed in the Table of Contents.
5. Drawings as listed on the Drawing Sheet Index.
6. Addenda.
7. Exhibits to this Contract (enumerated as follows):
 - a. Bid Form
8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- ### A. The Engineer for this Project is **J-U-B Engineers, Inc.**

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

NOTES TO USER:.

- ### A. The Work will be substantially completed on or before **August 15, 2025** and completed and ready for final payment on or before **September 1, 2025**.

4.02 Liquidated Damages

- ### A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **\$1000** for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- ### A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to

an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	2" Mill and Overlay	SY	17,100	\$ 20.20	\$ 345,420.00
2	Manhole Collar Removal and Replacement	EA	16	\$ 1,050.00	\$ 16,800.00
3	Valve/Monument Collar removal and Replacement	EA	18	\$ 660.00	\$ 11,880.00
4	Soft Spot Repair (Contingent)	CY	50	\$ 95.27	\$ 4,763.50
5	Pavement Striping/Markings	LS	1	\$ 2,550.00	\$ 2,550.00
6	800 W Pavement Striping/Markings (Contingent)	LS	1	\$ 2,200.00	\$ 2,200.00
7	Soft Spot Asphalt Replacement (Contingent)	SF	450	\$ 6.90	\$ 3,105.00
Total of all extended prices for Estimated Quantities of Work					\$ 386,718.50

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>1,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u>1,000,000</u>
Bodily Injury/Disease Aggregate	\$ <u>2,000,000</u>

- b. Commercial General Liability:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

- c. Automobile Liability herein:

Bodily Injury:	
Each Person	\$ <u>1,000,000</u>
Each Accident	\$ <u>2,000,000</u>
Property Damage:	
Each Accident	\$ <u>2,000,000</u>

- d. Excess or Umbrella Liability:

Per Occurrence	\$ <u>2,000,000</u>
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General Aggregate	\$ 2,000,000
e. Contractor's Pollution Liability:	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the

primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.

- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground

facilities not designated for removal, relocation, or replacement in the course of construction.

- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members,

partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough 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.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. 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:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 - 5. 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.
 - 6. 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.
 - 7. 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.
 - 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 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.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

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

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

OWNER: City of Woods Cross Corporation

CONTRACTOR: Morgan Asphalt

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

2287 1200 W

Woods Cross, UT 84087

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 Contract.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.



Ryan Westergard
Mayor

Bryce K Haderlie
City Administrator

Public Works Department

Sam Christiansen
Public Works Director

1555 South 800 West Woods Cross, Utah 84087
Phone: 801-292-4421 Fax: 801-292-2225

Memorandum

DATE: June 25, 2025

TO: Mayor and City Council

FROM: Sam Christiansen, Public Works Director

SUBJECT: RESOLUTION APPROVING THE 2025 MILLS PARK ASPHALT PRESERVATION PROJECT – HIGH DENSITY MINERAL BOND

RECOMMENDATION

City Staff Recommends approving this resolution, awarding the 2025 Mills Park Asphalt Preservation Project to Holbrook Asphalt for the amount of \$21,667.79 as part of the FY25-26 Budget.

BUDGET

This Project is being funded out of the FY 2025-26 RAP Tax Fund 23. This is one of the CIP projects that will be approved in the FY25-26 final budget adoption in August.

BACKGROUND

We have a parking lot and a trail at Mills Park that are prime for the HA5 High Density Mineral Bond product applied by Holbrook Asphalt. Holbrook Asphalt is the sole service provider in the western US. The HA5 product is highly proprietary, and no competition currently matches the specifications. This product wears exceptionally well, and we have road and parking lots that have been applied that were done in 2016 and still have 2-3 years before the next treatment (Mountain View Parking Lot and the cul-de-sacs off of 1600 W). Other street slurry typically only lasts 5-7 years.

City staff have previous experience using HA5 and see it as a benefit to the overall cost of maintaining our existing roads. With it being the sole source, we can work with Holbrook directly and are not required to bid it out, as there is no equivalent. Sealing newly asphalted roads extends the life of the road by 7-10 years.

Currently, Other Cities are making HA5 a City standard and will only allow HA5 on residential roads as they see a financial benefit over the long term. North Salt Lake and West Bountiful uses it on all its local roads, which are not collectors and have a grade of no more than 5%. This product leaves a smooth finish, and the color lasts longer than most other products. It



Ryan Westergard
Mayor

Bryce K Haderlie
City Administrator

Public Works Department

Sam Christiansen
Public Works Director

1555 South 800 West Woods Cross, Utah 84087
Phone: 801-292-4421 Fax: 801-292-2225

takes 24 hours to cure, and Holbrook has an excellent reputation for working with affected residents and the City to get the word out.

Attached is a map showing the area in Mills Park that will receive the HA5 treatment. These are asphalt sections that were repaved in the last few years.

RESOLUTION 2025- _____

A RESOLUTION APPROVING THE 2025 MILL PARK ASPHALT PRESERVATION PROJECT – HIGH DENSITY MINERAL BOND

WHEREAS, Woods Cross City is seeking to preserve the asphalt surfaces of recently paved trail and parking lot at Mills Park; and

WHEREAS, City staff has solicited pricing following the Procurement policies set forth in City Code as written in Title 3, Chapter 15; and

WHEREAS, Holbrook Asphalt is the sole provider of the HA5 High Density Mineral Bond product, and there are no other companies' products that match the specifications of HA5 in the State of Utah; and

WHEREAS, City code allows for the procurement of sole-source products/services without following the bidding processes. City Code 3-15-170. C. 2

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Woods Cross City, Utah:

1. The Mayor is authorized to sign this Resolution awarding the contract to Holbrook Asphalt for the 2025 Spring Preservation Project.
2. Approves this project as part of the 2025-2026 Fiscal Year
3. This Resolution shall become effective immediately upon its adoption

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, ON THIS 1ST DAY OF JULY 2025.

**WOODS CROSS CITY
A MUNICIPAL CORPORATION**

ATTEST:

RYAN WESTERGARD, MAYOR

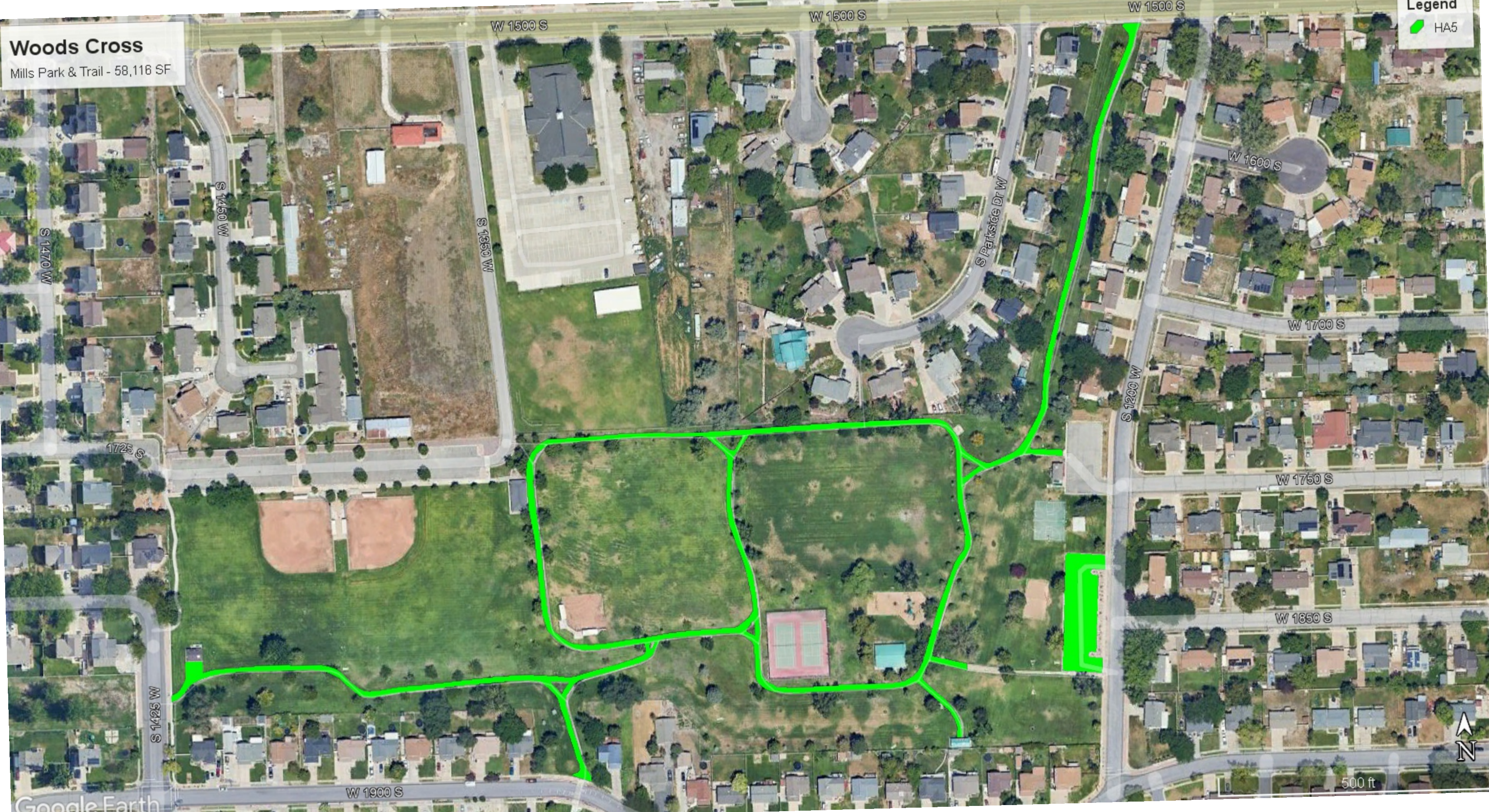
ANNETTE HANSON, CITY RECORDER

Voting:

Julie Checketts	Yea ____	Nay ____
Eric Jones	Yea ____	Nay ____
Wallace Larrabee	Yea ____	Nay ____
Jim Grover	Yea ____	Nay ____
Gary Sharp	Yea ____	Nay ____
Ryan Westergard	Yea ____	Nay ____

[tie vote only]





Woods Cross
Mills Park & Trail - 58,116 SF

Legend
HA5



500 ft

Google Earth



August 8th, 2022

City of Woods Cross, Utah
Attn: Sam Christiansen
1555 S 800 W
Woods Cross, UT 84087

Subject: HA5 – Sole Source

Mr. Christiansen,

This letter serves as documentation that Holbrook Asphalt is the only approved contractor authorized and qualified by Integrated Pavement Solutions to install HA5 High Density Mineral Bond in the Utah market.

HA5 High Density Mineral Bond is a sole source product and the only product meeting the rigorous specification of a High Density Mineral Bond established by engineering professionals.

Holbrook Asphalt has invested in all the necessary equipment and trained crews to successfully complete High Density Mineral Bond projects.

Why Sole Source? A High Density Mineral Bond requires specific emulsification properties processed with distinct components for time-tested performance results. The differentiator is the durability of the product and its effectiveness at reducing the deterioration of the asphalt binder as demonstrated over the previous 20 years in various climate types around the U.S.

If you would like a High Density Mineral Bond specification, or have questions about it, please contact me at (435) 668-0985.

Warm Regards,

A handwritten signature in blue ink, appearing to read "CJ Davis", with a stylized flourish at the end.

CJ Davis
Vice President
Integrated Pavement Solutions (IPS)



Project Location	Proposal #	Date Issued	PO/LD #
Mills Park 1850 S 1200 W Woods Cross UT 84087	HAU951618	4/29/2025	

Terms

Due Upon Completion

Adviser Information

Aaron Eppley
P: 435-703-0023 | E: aaron@holbrookasphalt.com

Description

Woods Cross Mills Park and Trail HA5 25

Bill To

Woods Cross City
Attn: Sam Christiansen
1555 South 800 West
Woods Cross UT 84087

Item	Quantity	UM	Rate	Amount
See Map				
HA5 Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.	58,116	SqFt	0.35	20,340.60
Paint/Stripe Includes all stripes, symbols, and lettering on the pavement surface to follow existing pattern. Pricing is based on work being completed in one day (one mobilization), unless stated otherwise. Any striping or painting items not specified on this proposal line are not included. Any addition or reduction in work requires a signed change order. Change order will be billed upon completion.	1	Ea	1,327.19	1,327.19
Note (1) Traffic control will require 24-hour road closures. If additional closures or methods are required, additional traffic control costs will be added. (2) Taxes are not included in this proposal. If required by jurisdiction, those costs will be added to the project invoices. (3) Standard cleaning is included in the unit price. Items NOT considered to be standard cleaning includes heavy dirt, mud, construction or landscaping debris, and foreign material on the pavement surface. All non-standard cleaning requirements must be completed and approved by a Holbrook Asphalt representative prior to the start of project. If required, additional/heavy cleaning will be invoiced at \$1,750 per crew per day.				
Total				\$21,667.79

Please sign for proposal acceptance: **Do not sign this page, see final page for signing**



Date	Number
------	--------

4/29/2025

HAUB18443

Terms and Conditions

TERMS AND CONDITIONS: Any proposals returned to Holbrook Asphalt Company ("Contractor") more than 14 days after the proposal is submitted to the Client is subject to revision, updated pricing, or may be voided by Contractor. Engineering, tests, permits, inspection fees and bonding fees are not included in price unless stated otherwise. Pricing based on no more than area and depth dimensions listed. Upon construction, if it is determined that concrete or asphalt area or depth is greater than the estimation, client agrees to pricing adjustment as a result of project overrun. Client specifically represents and warrants that either the Client is the owner of the premises where the work is to be performed, or, in the alternative, Client has authority from the owner of the premises authorizing the Work to be performed on the said premises.

GENERAL EXCLUSIONS: Contractor is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Contractor not responsible for claims related to pavement markings or lack thereof during or following project work.

Contractor will not be responsible for its product failure if said failure is directly or indirectly caused by "Existing Surface Conditions," as defined below, and any written or implied warranty will become void. Existing Surface Conditions are defined as: water drainage issues or delamination or failure of existing paint, asphalt, surface sealer, wearing course or any other material that is in a failing or in an unstable state. If any portion of the project area has Existing Surface Conditions not caused or created by Contractor that impact Contractor's HA5 product or any other product Contractor applies to project area, the warranty is void. Client is responsible for having entry gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Any hot-applied sealants will not be exactly level with pavement surface as material settles to fill voids. There may also be excess material on pavement surface. Regarding asphalt, concrete and excavation work: Contractor is not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Contractor is not responsible for existing condition of subgrade, drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. Contractor is not responsible for any damage to underground utilities and cost to repair the same.

PAYMENT TERMS: Payment is due upon completion of work (Completion by line item 'Progress Billing' and/or completion of project core). Payment is due upon Client receipt of invoice. Client understands and agrees that it will be billed for towing or relocation as incurred and will be due on receipt, this includes projects involving warranty work. If the Client has a discrepancy with the Contractor regarding the contracted work, a retention of 5% of invoice up to a maximum of \$750.00 may be retained by Client up to 45 days. Client agrees that it may be billed as each line item is completed and each item may become their own respective invoice and due upon receipt of the same. Contractor reserves the right to charge up to 50% of Proposal Total if client cancels project within 25 days of scheduled project commencement. Upon request, post-project walk-throughs may be scheduled to review concerns.

Client agrees that interest accrues on all past-due amounts at 14% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40% and all fees incurred by collection efforts. Total Proposal price includes one mobilization unless stated otherwise. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), Client agrees that Contractor may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply.

INSURANCE: These insurance limits are listed by Contractor to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Contractor agrees to differing limits. Certificates available upon request. **GENERAL LIABILITY:** \$1m (inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m

ADDITIONAL HA5 WARRANTY LIMITATIONS AND EXCLUSIONS: No claim will be honored unless Holbrook Asphalt has been notified in writing and is given the opportunity to inspect the claimed failure. Surface treatments applied previous to HA5 being installed are not covered under this warranty. (For example, if a previously applied preservation treatment is peeling or delaminating from the pavement surface—even if the surface was cleaned and prepped prior to HA5 being installed on top of it—this warranty does not cover HA5 in these circumstances.) Any attempt to repair the surface prior to Holbrook Asphalt's inspection will render this warranty invalid. Areas where HA5 was installed over pavements with motor oil, brake fluid, hydraulic fluid, or other substances that disturb the adhesion of HA5 and that lead to delamination are not covered under warranty. This warranty does not cover structural defects in the asphalt (e.g. base failure or damage caused by faulty construction and or design), cracks, exposure to fuel, oil, or other chemicals determined to be harmful to the HA5 treatment, areas exposed to frequent sprinkler water run-off, or standing and/or ponding water, damage caused by heavy truck or equipment traffic, damage caused by equipment inflicting excessive stress or scraping to the pavement surface, damage caused by landscaping installation, or damage caused by earthquakes or other acts of God. Mechanical disturbances by snowplow chatter, studded tires, etc. are excluded from warranty. This warranty is not valid for areas located in elevations above 6500 feet. A valid Warranty Certificate must be signed with a copy returned to Holbrook Asphalt within 60 days of the HA5 installation for the warranty to be valid and executable.

Pre-mature wear of HA5 during the five-year period is defined as anything less than 70% residual inter-aggregate coverage of HA5 to the asphalt binder of the treated surface. If premature failure of HA5 is deemed by Holbrook Asphalt or an approved third-party expert within the five year period, reinstallation will take place at no charge or at the reduced rate identified on the Warranty Certificate for the project. Contractor reserves the right appoint the third-party expert should there be a dispute regarding the premature failure between the Client and Contractor. Client and Contractor agree to be bound by and abide by the decision of the third party expert regarding whether a premature failure has occurred.

I have read and agree with these terms and conditions. I elect to proceed with the signed option below.

HAU951618 - Woods Cross Mills Park and Trail HA5 25 (Sign to accept this proposal)

Name _____ Signature _____ Date _____ Contractor _____

Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: June 26, 2025

Re: Disposal of Surplus Property



The Council approved the purchase of office furniture for the recorder's office, HR/risk management director's office, and city administrator's office, and two office chairs for the community development department staff. The new chairs have been delivered, and the remaining furniture is scheduled to be delivered and installed on July 18th.

In anticipation of these changes, we have checked with the other departments and learned that no one needs the desks, and the chairs are very well used and not in the city. For this reason, we are asking the council to approve the attached resolution so that we can deliver the property to the auction where we dispose of surplus property.

The cubical parts mentioned in the resolution are anticipated to be the 5' tall cubical wall closest to the back door, and possibly some brackets and maybe a countertop.

We recommend approval of the attached resolution.

RESOLUTION 2025-929

A RESOLUTION AUTHORIZING THE DISPOSAL OF PROPERTY OWNED BY THE CITY THAT IS DEEMED TO BE SURPLUS

WHEREAS, from time to time the city has property that is no longer needed and desires to dispose of the property; and

WHEREAS, the City has surplus furniture that is no longer needed by the City; and

WHEREAS, pursuant to Woods Cross Municipal Code 3-15-130, the City Council must declare any city property surplus prior to proper disposal.

NOW THEREFORE, be it resolved by the Woods Cross City Council;

1. The City Council approves the attached list of office furniture as surplus property and authorizes the sale or disposal of said items.
2. The Mayor is authorized to sign said resolution by the affirmative vote of the City Council.
3. This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY,
STATE OF UTAH, ON THIS 1st DAY OF July 2025.**

WOODS CROSS CITY

ATTEST

Ryan Westergard, Mayor

Annette Hanson, City Recorder

COUNCIL VOTING:

Julie Checketts	Yea_____	Nay_____	
Eric Jones	Yea_____	Nay_____	
Wallace Larrabee	Yea_____	Nay_____	
Jim Grover	Yea_____	Nay_____	
Gary Sharp	Yea_____	Nay_____	
Ryan Westergard	Yea_____	Nay_____	[tie vote only]



Surplus Property:

2ea Office chairs (Community Development Office)

1ea. Oak desk with drawers (City Administrator's Desk)

1ea. Office Desk, credenza, and lateral file drawers (HR/Risk Manager's Office Furniture)

Miscellaneous cubical office furniture (Recorders Office) – To be determined as cubical is remodeled.

Value of items is anticipated to be less than \$500.

Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: June 26, 2025

Re: UDOT Right of Way Purchase of City Land at 735 W 500 S



As part of the UDOT I-15 project, the city is being asked to sell a portion of land that is 2.45' at the west edge of the lot and 3.76' wide at the east edge of the lot across the entire front of the old post office to widen the 500 South right of way (ROW) and provide a 5.03' temporary construction easement next to the new ROW line during construction (see diagrams in Exhibit A of the attached Real Estate Purchase Contract).

I've spoken with Desiree Vargas, Right of Way Agent, and she has explained that UDOT needs this property for the project and will acquire it through a mutually agreeable transaction or condemnation. The attached appraisal, survey, quit claim deed, temporary easement, vicinity map and associated documents are attached.

Desiree's email said that UDOT is offering a \$3,000 incentive to complete the transaction in the next 30 days. I noticed that the incentive letter has \$0 rather than the \$3,000, but because the appraisal is for \$9,000, and the offer letter is for \$12,000, I assume that the incentive is included in the purchase price. I've emailed Desiree to confirm these numbers and anticipate that I will have an answer by the date of the council meeting.

Staff's recommendation is to accept the offer and incentive.

RESOLUTION 2025- 930

**A RESOLUTION AUTHORIZING THE UDOT PURCHASE OF RIGHT OF WAY FROM
WOODS CROSS AT 735 WEST 500 SOUTH**

WHEREAS, Woods Cross City owns property located at 735 West 500 South (old post office);
and

WHEREAS, the Utah Department of Transportation has offered to acquire a portion of the
property to widen the 500 South Right of Way for the I-15 project for a purchase price of \$12,000.00.

NOW THEREFORE, be it resolved by the Woods Cross City Council;

1. The City Council approves the attached purchase contract, purchase offer of \$12,000.00, and associated documents.
2. The Mayor is authorized to sign this resolution, purchase contract, quit claim deed, and associated documents which becomes effective immediately upon adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY,
STATE OF UTAH, ON THIS 1st DAY OF July 2025.**

WOODS CROSS CITY

ATTEST

Ryan Westergard, Mayor

Annette Hanson, City Recorder

COUNCIL VOTING:

Julie Checketts	Yea _____	Nay _____	
Eric Jones	Yea _____	Nay _____	
Wallace Larrabee	Yea _____	Nay _____	
Jim Grover	Yea _____	Nay _____	
Gary Sharp	Yea _____	Nay _____	
Ryan Westergard	Yea _____	Nay _____	[tie vote only]



OFFER TO PURCHASE RIGHT OF WAY

Pin: 19854 **Project No:** S-R199(343)

Owner Name: Woods Cross City, a municipal corporation of the State of Utah

Property Address: 735 West 500 South, WOODS CROSS, UT 84087

Parcel No: 2021, 2021:E

Authority No: 74107

Tax Id: 06-049-0212

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

The Utah Department of Transportation hereby makes you an offer of \$9,000.00 as Just Compensation for your property and/or easement(s) on your property.

This is the approved value for the parcel of land described in the Project shown above.

Utah Department of Transportation declares that this offer has been established by the Department as Just Compensation and is in accordance with applicable State laws and requirements. Just Compensation is defined as the fair market value of the property acquired. This amount is based on the land, improvements and any fixtures considered to be real property.

The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the 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, and other related transportation uses.

This letter is not a contract to purchase your property. It is merely an offer to purchase the property and/or purchase easement(s) on your property for \$9,000.00. Along with this Offer attached are the Statement of Just Compensation and the Agency's Brochure. Your signature is for the purpose of verifying that you have actually received these items. Signing this document does not prejudice your right to have the final amount determined through Condemnation proceedings in the event you do not accept this Offer. Information regarding your rights is explained in the agency's brochure.

Information about the acquiring process and procedures is included in the Agency's Brochure, which has been given to you. Other information regarding your rights as a property owner was also given to you with this offer. If you have questions regarding this offer or information given to you, please contact me, Desiree Vargas (Consultant/Realtor). I can be reached at 801-330-9729.

Receipt: Please sign below to indicate you have received the following documents:

Ombudsman's Acquisition Brochure - Your Guide to Just Compensation

Offer to Purchase & Offer Letter

Statement of Just Compensation

Right of Way Contract

Deed(s) and/or Easement(s)

Map and legal description

Date: _____ By: _____

Signature of Grantor/Owner

Date: _____ By: _____

Signature of Grantor/Owner

Date: _____ By: _____

Desiree Vargas (Consultant/Realtor) / Acquisition Agent



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.: 2021, 2021:E

Offer Date: 6/24/25

Dear Woods Cross 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 \$0.00 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 \$0.00, 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

Desiree Vargas (Consultant/Realtor) - Acq. Agent

801-330-9729

I, Woods Cross City, property owner of parcel 2021, 2021: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): 2021, 2021: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: 06-049-0212
Property Address: 735 West 500 South WOODS CROSS UT, 84087
Owner's Address: 1555 South 800 West, Woods Cross, UT, 84087
Primary Phone: 80-167-7100 Owner's Home Phone: Owner's Work Phone: (80)167-7100
Owner / Grantor (s): Woods Cross 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, Woods Cross 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 2021, 2021:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. UDOT shall pay and Owner accepts \$12,000 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: large pole, in the amount of \$750 which is included in the offer amount.**

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): 2021, 2021: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: 06-049-0212
Property Address: 735 West 500 South WOODS CROSS UT, 84087
Owner's Address: 1555 South 800 West, Woods Cross, UT, 84087
Primary Phone: 80-167-7100 Owner's Home Phone: Owner's Work Phone: (80)167-7100
Owner / Grantor (s): Woods Cross 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):

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 Parcel 2021 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: Concrete paving, in the amount of \$1,494 which is included in the offer amount.

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 2021, 2021: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: 06-049-0212
Property Address: 735 West 500 South WOODS CROSS UT, 84087
Owner's Address: 1555 South 800 West, Woods Cross, UT, 84087
Primary Phone: 80-167-7100 Owner's Home Phone: Owner's Work Phone: (80)167-7100
Owner / Grantor (s): Woods Cross 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 Desiree Vargas, 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:

Woods Cross 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): 2021, 2021: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: 06-049-0212
Property Address: 735 West 500 South WOODS CROSS UT, 84087
Owner's Address: 1555 South 800 West, Woods Cross, UT, 84087
Primary Phone: 80-167-7100 Owner's Home Phone: Owner's Work Phone: (80)167-7100
Owner / Grantor (s): Woods Cross 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

Quit Claim Deed

(CITY)
Davis County

Tax ID No. 06-049-0212

PIN No. 19854

Project No. S-R199(343)

Parcel No. R199:2021

Woods Cross City, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS 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, being part of an entire tract of property, situate in the NW1/4 NE1/4 of Section 25, Township 2 North, Range 1 West, Salt Lake Base and Meridian, for the widening of existing I-15, known as Project No. S-R199(343). The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing southerly highway right of way line of SR-68 (500 South) and the easterly boundary line of said entire tract, which point is 573.28 feet S.00°12'48"E. along the Section line and 3070.31 feet East (Record South 569.05 feet and East 3,071.55 feet) from the Northwest corner of said Section 25; and running thence S.00°16'24"E. (Record South) 3.76 feet along said easterly boundary line to a point 54.47 feet perpendicularly distant southerly from the 500 South right of way control line of said Project, opposite approximate Engineers Station 12+60.42; thence N.83°44'02"W. 70.46 feet to the westerly boundary line of said entire tract at a point 46.25 feet perpendicularly distant southerly from said right of way control line, opposite approximate Engineers Station 11+90.44; thence N.00°16'24"W. (Record North) 2.45 feet along said westerly boundary line to said existing southerly highway right of way line; thence along said existing southerly highway right of way line the following two (2) courses and distances: (1) thence S.83°08'54"E. (Record S.83°03'44"E.) 51.23 feet to a point of curvature of a non-tangent curve to the right with a radius of 3745.00 feet; (2) thence easterly along said curve with an arc length of 19.17 feet, chord bears S.89°12'28"E. 19.17 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.

Note: Above bearings equal NAD83 Highway bearings

By _____

Notary Public

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

Temporary Easement

(CITY)

Davis County

Tax ID No. 06-049-0212

PIN No. 19854

Project No. S-R199(343)

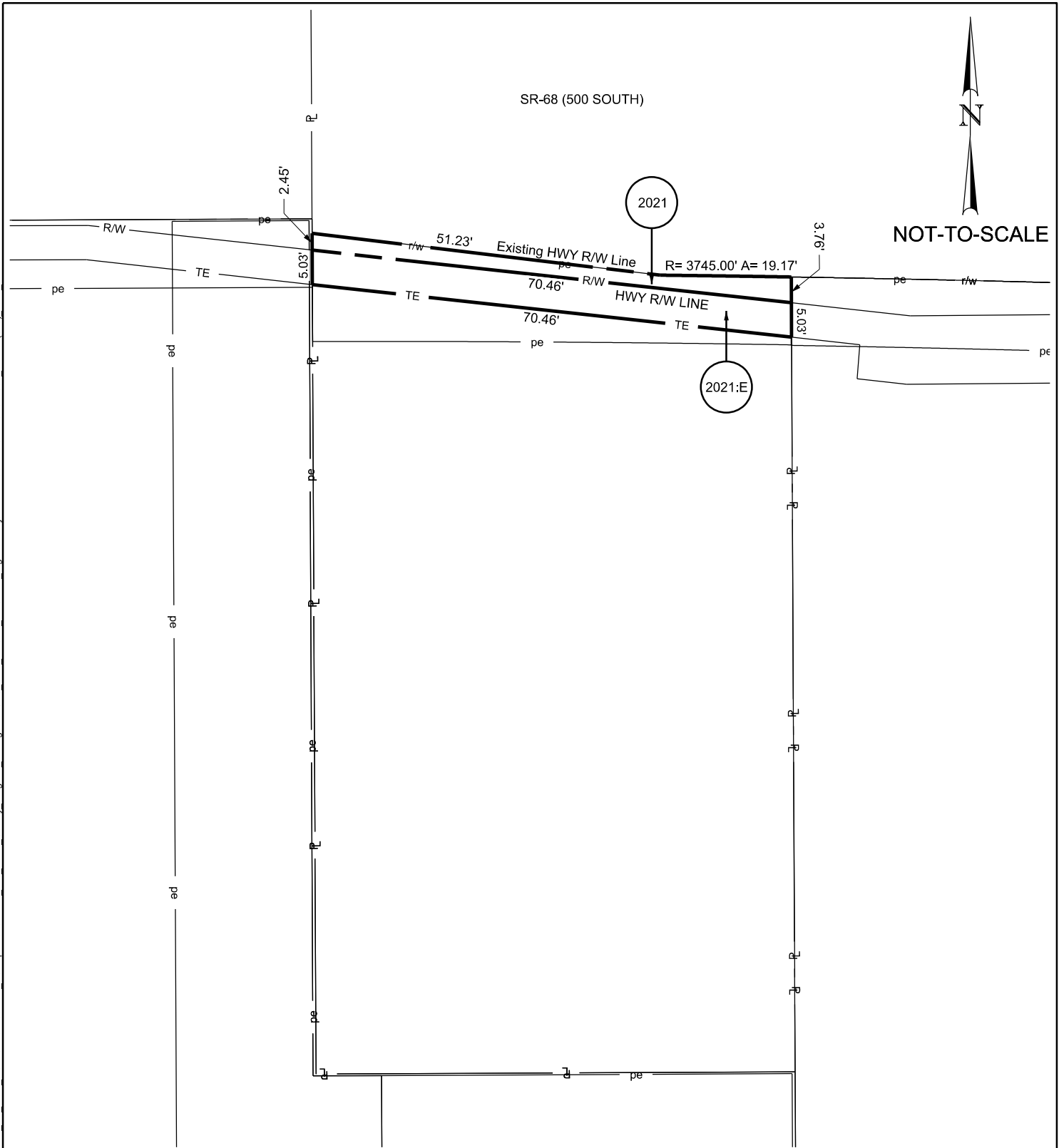
Parcel No. R199:2021:E

Woods Cross 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 NW1/4 NE1/4 of Section 25, Township 2 North, Range 1 West, Salt Lake Base and Meridian, to facilitate the widening of 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 nonexclusive 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 are described as follows:

Beginning at the intersection of the southerly highway right of way line of SR-68 (500 South) of said Project and the easterly boundary line of said entire tract, which point is 573.28 feet S.00°12'48"E. along the Section line and 3070.31 feet East and 3.76 feet S.00°16'24"E from the Northwest corner of said Section 25; and running thence S.00°16'24"E. (Record South) 5.03 feet along said easterly boundary line to a point 59.50 feet perpendicularly distant southerly from the 500 South right of way control line of said Project, opposite approximate Engineers Station 12+60.40; thence N.83°44'02"W. 70.46 feet to the westerly boundary line of said entire tract at a point 51.28 feet perpendicularly distant southerly from said right of way control line,

DGN File: p:\p\h\druswes01\HDR US West 01\Documents\UDOT Headquarters\UDOT I-15 Davis County Program Management\6.0 CAD BIM\6.2 WIP\6.2.4 Right-of-Way\ROW Sheet Files\Exhibits\19854 S-R199(343) 2021 Exhibit



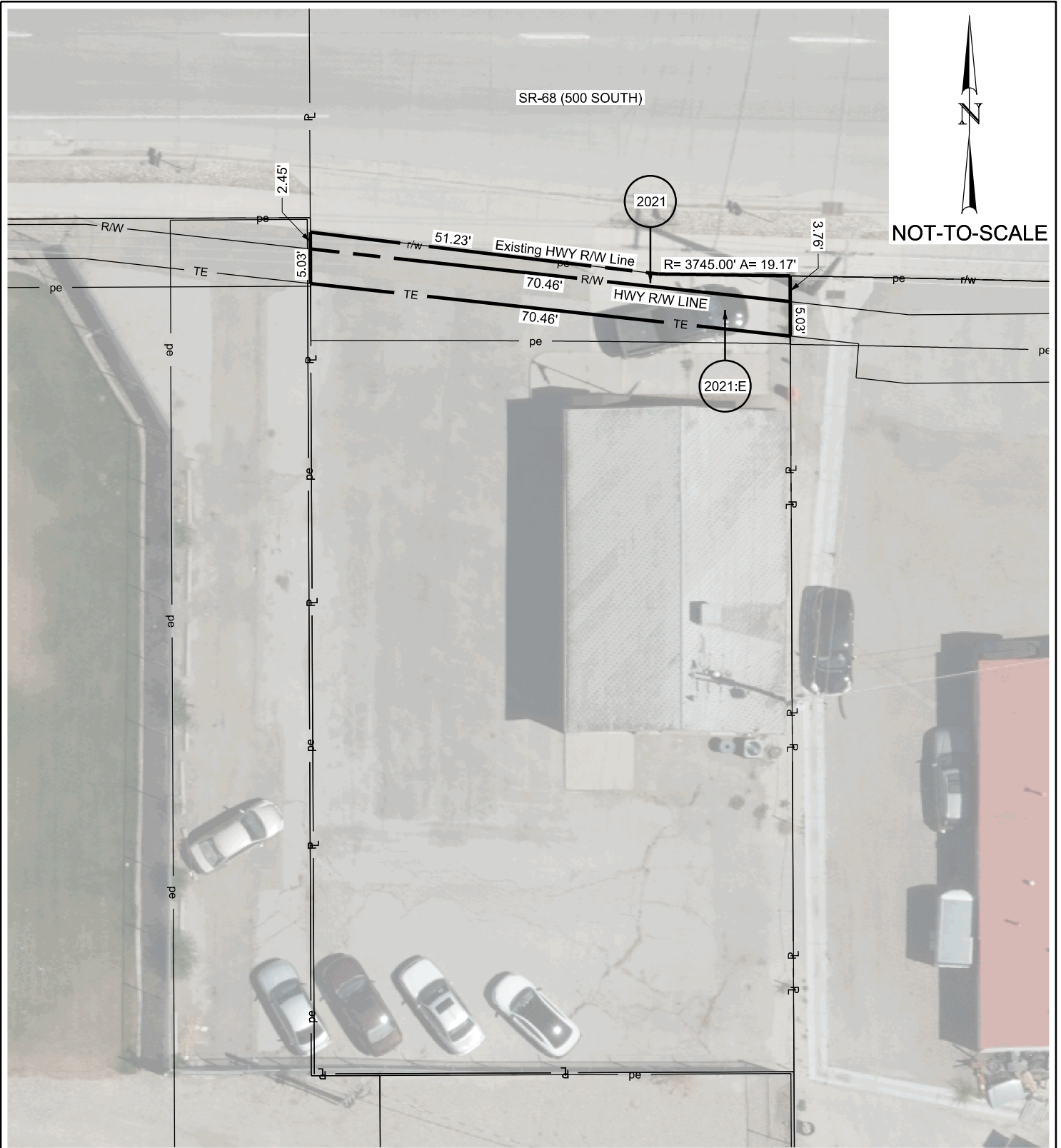
PARCEL NO.	OWNER	ACRES	SQ FT	EXIST. R/W AC. IN DEED	OWNERSHIP ACRES	REMAINING AC. LEFT	REMAINING AC. RIGHT
2021	WOODS CROSS CITY	0.004	166		0.191	NONE	0.187
2021:E	WOODS CROSS CITY	0.008	352			TEMPORARY	

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

SHEET NO.	2021-EXHIBIT	PARTIAL SUMMARY NO.	23P	PROPERTY OWNER:	WOODS CROSS CITY
PROJECT	I-15 RECONSTRUCTION; FARMINGTON TO SALT LAKE CITY			PROPERTY ADDRESS:	735 WEST 500 SOUTH, WOODS CROSS
PROJECT NUMBER	S-R199(343)	PIN	19854	UTAH DEPARTMENT OF TRANSPORTATION HORROCKS	

14-FEB-2025

DGN File: pwr/pwrhdruvses01:HDR US West 01/Documents/UDOT Headquarters/UDOT I-15 Davis County Program Management/6.0 CAD BIM/6.2 WIP/6.2.4 Right-of-Way/ROW Sheet Files/Exhibits/19854 S-R199(343) 2021 Exhibit



PARCEL NO.	OWNER	ACRES	SQ FT	EXIST. R/W AC. IN DEED	OWNERSHIP ACRES	REMAINING AC.	
2021	WOODS CROSS CITY	0.004	166		0.191	NONE	0.187
2021:E	WOODS CROSS CITY	0.008	352			TEMPORARY	

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SHEET NO.	2021-EXHIBIT	PARTIAL SUMMARY NO.	23P	PROPERTY OWNER:	WOODS CROSS CITY
PROJECT	I-15 RECONSTRUCTION; FARMINGTON			PROPERTY ADDRESS:	735 WEST 500 SOUTH, WOODS CROSS
	TO SALT LAKE CITY			UTAH DEPARTMENT OF TRANSPORTATION HORROCKS	
PROJECT NUMBER	S-R199(343)	PIN	19854		

14-FEB-2025

OWNERSHIP RECORD

Title by: LBA

Date: January 2025

County: Davis

Parcel No.: R199:2021

Type Ownership: Government

Tax ID No.: 06-049-0212

Project No.: S-R199(343)

PIN No.: 19854

Recorded Owners: Woods Cross City, a municipal corporation of the State of Utah

Address: 1555 South 800 West, Woods Cross, Utah 84087

Property Address: 735 West 500 South, Woods Cross, Utah 84087

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
238385	245	630	Quit Claim Deed	14 May 1962	09 Jul 1962

Description:

Commencing at a point in the center of a four rod wide street running east and west, said point being the intersection of the centerline of said street and the easterly right-of-way line of the main line of the Oregon Short Line Railway Company, said point being 550.3 ft. south and 34.85 west of the northeast corner of the Northwest Quarter of Section 25, T2N, R1W, Salt Lake Meridian, Davis County, Utah; thence east along the centerline of said street 445.03 ft; thence south 33.0 ft. to the true point of beginning of said tract of land; thence south 125.0 ft; thence west 70.0 ft; thence north 125.0 ft; thence east 70.0 ft; to the point of beginning and containing 0.20 acres, more or less.

Calculated area: The above described tract of land contains 8,750 square feet or 0.201 acre.

Grantor: Phillips Petroleum Company, a Delaware corporation, with an operating office at Bartlesville, Oklahoma, duly licensed to transact business in the State of Utah as a foreign corporation

Subject to a Perpetual Easement, signed on November 25, 2009, recorded on December 10, 2009, as Entry No. 2498895 in Book 4918 at Page 1144, in favor of Utah Department of Transportation.

Less:

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
2498896	4918	1146	Quit Claim Deed	25 Nov 2009	10 Dec 2009

Description:

A parcel of land in fee for the improvement and the widening of the existing highway State Route 68 also known as 500 South Street Project No. STP-0068(16)68, being part of the Grantor's property defined in that certain Deed, Recorded as Entry 238385, Book 245 at Page 630, situate in the NW 1/4 of the NE 1/4 of Section 25, T.2N., R.1W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

COMMENCING at an existing brass cap monument in the intersection of said 500 South Street and 800 West Street, which bears North 89°26'14" East, a distance of 2,701.91 feet from a brass cap monument in the intersection of 500 South Street and 1100 West Street; Thence, North 89°48'46" East, a distance of 608.52 feet, along the monument line of said 500 South; Thence, South 00°11'14" East, a distance of 50.00 feet, to a point on the existing southerly right-of-way boundary line of said 500 South, the northeast corner of said entire parcel and the POINT OF BEGINNING, said point also being South 569.05 feet and East 3,071.55 feet from the Northwest (NW) Corner of said Section 25 (a computed position North 89°58'26" East, a distance of 242.39 feet from a monumented Witness Corner and North 00°08,59" West, a distance of 2651.58 feet from the monumented West Quarter (W1/4) Corner of said Section 25) at a point 46.16 feet perpendicularly distant southerly from centerline of said project at Engineering Station 94+49.74; Thence, South 00°11'14" East, a distance of 8.84 feet, along the easterly boundary line of said entire parcel, to the beginning of a non-tangent curve whose 3,745.00 foot radius bears South 01 01'30" West; Thence, westerly along said curve through an interior angle of 00°17'36" the arc length of 19.17 feet; Thence, North 83°03'44" West, a distance of 51.23 feet, to a point on the westerly boundary line of said entire parcel; Thence, North 00°11'14" West, a distance of 2.13 feet, along said westerly boundary line to a point on said southerly right-of-way boundary line of 500 South; Thence, North 89°48'46" East, a distance of 70.00 feet, along said southerly right-of- way boundary line, returning to the Point of Beginning.

Said parcel containing 435 square feet or 0.010 acres, more or less.

Calculated area: The above described tract of land contains 436 square feet or 0.010 acre.

Grantor: Woods Cross City, a municipal corporation of the State of Utah
Grantee: Utah Department of Transportation

Assessed Area: The above combined tracts of land contains 0.19 acre.

Calculated area: The above combined tracts of land contain 8,314 square feet or 0.191 acre.

Abstract- Serial Number: 06-049-0212

Abstract	
Serial Number:	06-049-0212
Tax District:	770
Exempt:	Yes
Tax Name & Address for Tax Year ADDYR:	WOODS CROSS CITY 1555 SOUTH 800 WEST WOODS CROSS, UT 8408700000
Situs Address:	null null null
Parcel Dates:	12/10/2009 to
Acres:	0.19

Dedication Plat	
Plat:	null

Parent / Child		
Parent	06-049-0040	12/10/2009

Legal Description
COM AT A PT BEING 550.3 FT S & 34.85 FT W OF NE COR OF NW 1/4 OF SEC 25-T2N-R1W, SLM; TH E ALG THE CENTER LINE OF SD STR 445.03 FT; TH S 33 FT & S 00°11'14" E 8.84 FT TO TRUE PT OF BEG OF SD TRACT OF LAND; TH S 116.16 FT; TH W 70 FT; TH N 122.87 FT; TO THE S LINE OF PPTY CONV IN QC DEED RECORDED 12/10/2009 AS E# 2498896 BK 4918 PG 1146; TH ALG SD LINE S 83°03'44" E, A DIST OF 51.23 FT TO THE BEG OF A 3745.00 FT RADIUS NON-TANGENT CURVE; TH E'LY ALG THE ARC OF SD CURVE 19.17 FT (LC BEARS S 88°56'47" E) TO POB. CONT. 0.19 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Party	KOI	Entry Number	Book & Page	Inst.Date	Rec.Date & Time	Consideration	Vesting Doc.	See Also	XRefs (Book & Page)
Grantor: SOUTH DAVIS METRO FIRE SERVICE AREA Grantee: BOUNTIFUL Grantee: WEST BOUNTIFUL Grantee: NORTH SALT LAKE Grantee: CENTERVILLE Grantee: WOODS CROSS Grantee: DAVIS COUNTY SOUTH DAVIS METRO FIRE SERVICE SOUTH DAVIS METRO FIRE SERVICE	CERTIFICATE	2911949	6419-53	12/18/2015	12/23/2015 08:21	\$0.00		10010001	
Grantor: WOODS CROSS CITY Grantee: UTAH DEPARTMENT OF TRANSPORTATION UTAH DEPT OF TRANSPORTATION UTAH DEPT OF TRANSPORTATION	QUIT CLAIM DEED	2498896	4918-114 6	11/25/2009	12/10/2009 15:42	\$10.00		60490040	
Grantor: WOODS CROSS CITY Grantee: UTAH DEPARTMENT OF TRANSPORTATION UTAH DEPT OF TRANSPORTATION UTAH DEPT OF TRANSPORTATION	EASEMENT	2498895	4918-114 4	11/25/2009	12/10/2009 15:42	\$10.00		60490040	
Grantor: WOODS CROSS	WARRANTY	2460123	4799-124	05/28/2009	06/17/2009	\$10.00		60490040	

5-14-62
5

DEED OF GIFT

630 238385

KNOW ALL MEN BY THESE PRESENTS:

716 1/4 - 25 - 27 - 14

WHEREAS, Phillips Petroleum Company is the owner of the land hereinafter described, which land the City of Woods Cross, Utah desires to acquire, and Phillips Petroleum Company has agreed to donate said land to the City of Woods Cross, Utah.

NOW, THEREFORE, in consideration of the premises, Phillips Petroleum Company, a Delaware corporation, with an operating office at Bartlesville, Oklahoma, duly licensed to transact business in the State of Utah as a foreign corporation, grantor, hereby quitclaims to Woods Cross City Corporation, a corporation, the following described tract of land in the County of Davis, State of Utah, to wit:

Commencing at a point in the center of a four rod wide street running east and west, said point being the intersection of the centerline of said street and the easterly right-of-way line of the main line of the Oregon Short Line Railway Company, said point being 550.3 ft. south and 34.85 west of the north-east corner of the Northwest Quarter of Section 25, T2N, R1W, Salt Lake Meridian, Davis County, Utah; thence east along the centerline of said street 445.03 ft; thence south 33.0 ft. to the true point of beginning of said tract of land; thence south 125.0 ft; thence west 70.0 ft; thence north 125.0 ft; thence east 70.0 ft; to the point of beginning and containing 0.20 acres, more or less.

IN WITNESS WHEREOF, Phillips Petroleum Company, grantor herein, has caused this deed to be executed by its officers thereunto duly authorized and its corporate seal to be affixed this 14 day of May, 1962.

ATTEST:

PHILLIPS PETROLEUM COMPANY

De Unrold
Assistant Secretary

By Wm. J. Zennaro
Vice President
RJA
KJS

☒ ☒ ☒

Platted
On Margin
Computed
Abstracted
Indexed
Entered

Recorded at request of Shatter Moss Fee Paid \$ 70.00
Date JUL 9 1962 at 847 A.M. Recorder Davis County
By Emily T. Eldredge Page 630
City Book 245

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

RETURNED
DEC 10 2009

E 2498896 B 4918 P 1146-1147
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/10/2009 03:42 PM
FEE \$0.00 Pgs: 2
DEP RT REC'D FOR UTAH DEPT OF TRAN
SPORTATION

Quit Claim Deed

(CITY)

Tax ID No.06-049-0040

Parcel No. 0068:90

Davis County

Project No. STP-0068(16)68

NE-25-2N-1W

WOODS CROSS CITY, of 1555 SOUTH 800 WEST, WOODS CROSS, UT, 84087, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Dollars, Ten. - Dollars (\$ 10.00-), 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 improvement and the widening of the existing highway State Route 68 also known as 500 South Street Project No. STP-0068(16)68, being part of the Grantor's property defined in that certain Deed, Recorded as Entry 238385, Book 245 at Page 630, situate in the NW ¼ of the NE ¼ of Section 25, T.2N., R.1W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

COMMENCING at an existing brass cap monument in the intersection of said 500 South Street and 800 West Street, which bears North 89°26'14" East, a distance of 2,701.91 feet from a brass cap monument in the intersection of 500 South Street and 1100 West Street; Thence, North 89°48'46" East, a distance of 608.52 feet, along the monument line of said 500 South; Thence, South 00°11'14" East, a distance of 50.00 feet, to a point on the existing southerly right-of-way boundary line of said 500 South, the northeast corner of said entire parcel and the POINT OF BEGINNING, said point also being South 569.05 feet and East 3,071.55 feet from the Northwest (NW) Corner of said Section 25 (a computed position North 89°58'26" East, a distance of 242.39 feet from a monumented Witness Corner and North 00°08'59" West, a distance of 2651.58 feet from the monumented West Quarter (W¼) Corner of said Section 25) at a point 46.16 feet perpendicularly distant southerly from centerline of said project at Engineering Station 94+49.74; Thence, South 00°11'14" East, a distance of 8.84 feet, along the easterly boundary line of said entire parcel, to the beginning of a non-tangent curve whose 3,745.00 foot

radius bears South 01°01'30" West; Thence, westerly along said curve through an interior angle of 00°17'36" the arc length of 19.17 feet; Thence, North 83°03'44" West, a distance of 51.23 feet, to a point on the westerly boundary line of said entire parcel; Thence, North 00°11'14" West, a distance of 2.13 feet, along said westerly boundary line to a point on said southerly right-of-way boundary line of 500 South; Thence, North 89°48'46" East, a distance of 70.00 feet, along said southerly right-of-way boundary line, returning to the Point of Beginning.

Said parcel containing 435 square feet or 0.010 acres, more or less.

IN WITNESS WHEREOF, said Woods Cross City has caused this instrument to be executed by its proper officers thereunto duly authorized, this 25th day of November, A.D. 20 09.

STATE OF UTAH)

) ss.

COUNTY OF Davis)

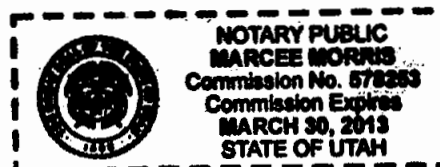
Woods Cross City

By [Signature]

On the date first above written personally appeared before me, Kent M. Parry, who, being by me duly sworn, did say that he is the Mayor of Woods Cross City, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation, by authority of a resolution adopted at a regular meeting of the City Council held on the 19th of May, A.D. 2009, and said acknowledged to me that said municipal corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Marcee Morris
Notary Public



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

RETURNED
DEC 10 2009

E 2498895 B 4918 P 1144-1145
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/10/2009 03:42 PM
FEE \$0.00 Pgs: 2
DEPT REC'D FOR UTAH DEPT OF TRANSPORTATION

Easement
(CITY)

Tax ID No.06-049-0040

Parcel No. 0068:90:E

Davis County

Project No. STP-0068(16)68

NE-25-2N-1W

WOODS CROSS CITY, of 1555 SOUTH 800 WEST, WOODS CROSS, UT, 84087, a municipal corporation of the State of Utah, Grantor, hereby GRANTS and CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of TEN Dollars, (\$ 10.00), a perpetual easement, upon part of an entire tract of Grantor's property for the purpose of constructing and maintaining thereon public utilities and appurtenant parts thereof including, but not limited to ATMS Fiber Optic conduit, electrical service transmission lines, culinary and closed irrigation water facilities; and traffic information signs. The easement includes the right to maintain and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by UDOT. The easement shall run with the Real Property and shall be binding upon the Grantor and the Grantor successors, heirs and assigns, and includes and conveys all rights of grantor to change the vertical distance or grade of said cut and/or fill slopes. The boundaries of said parcel of land are described as follows:

A part of an entire tract of property defined in that certain Deed, Recorded as Entry 238385, Book 245 at Page 630, situate in the NW 1/4 of the NE 1/4 of Section 25, T.2N., R.1W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

COMMENCING at an existing brass cap monument in the intersection of said 500 South Street and 800 West Street, which bears North 89°26'14" East, a distance of 2,701.91 feet from a brass cap monument in the intersection of 500 South Street and 1100 West Street; Thence, North 89°48'46" East, a distance of 608.52 feet, along the monument line of said 500 South; Thence, South 00°11'14" East, a distance of 50.00 feet, to a point on the existing southerly right-of-way boundary line of said 500 South and the northeast corner of said entire parcel; Thence, South 00°11'14" East, a distance of 8.84 feet, along the easterly boundary line of said entire parcel to the POINT OF BEGINNING, said point also being South 577.89 feet and East 3,071.58 feet from the Northwest (NW) Corner of said Section 25 (a computed position North

89°58'26" East, a distance of 242.39 feet from a monumented Witness Corner and North 00°08'59" West, a distance of 2651.58 feet from the monumented West Quarter (W¼) Corner of said Section 25) at a point 55.0 feet perpendicularly distant southerly from centerline of said project at Engineering Station 94+49.92; Thence, continuing South 00°11'14" East, a distance of 10.00 feet, to the beginning of a non-tangent curve whose 3,735.00 foot radius bears South 01°01'42" West; Thence, westerly along said curve through an interior angle of 01°04'26" the arc length of 70.01 feet to a point on the westerly boundary line of said entire parcel; Thence, North 00°11'14" West, a distance of 15.88 feet, along said westerly boundary line; Thence, South 83°03'44" East, a distance of 51.23 feet, to the beginning of a non tangent curve whose 3,745.00 foot radius bears South 00°43'54" West; Thence, easterly along said curve through an interior angle of 00°17'36" the arc length of 19.17 feet, returning to the Point of Beginning.

Said parcel containing 847 square feet or 0.019 acres, more or less.

IN WITNESS WHEREOF, said Woods Cross City has caused this instrument to be executed by its proper officers thereunto duly authorized, this 25th day of November, A.D. 20 09.

STATE OF UTAH)

) ss.

COUNTY OF Davis)

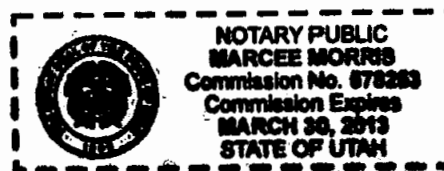
Woods Cross City

By [Signature]

On the date first above written personally appeared before me, Kent M. Parry, who, being by me duly sworn, did say that he is the Mayor of Woods Cross City, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority of a resolution adopted at a regular meeting of the City Council held on the 19th of May, A.D. 20 09, and said Kent M. Parry acknowledged to me that said municipal corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Marcie Morris
Notary Public



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

RETURNED
JUN 17 2009

E 2460123 B 4799 P 1243-1244
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/17/2009 01:23 PM
FEE \$0.00 Pgs: 2
DEP RT REC'D FOR UTAH DEPARTMENT O
F TRANSPORTAT

Warranty Deed

Tax ID No.06-049-0040

Parcel No. 0068:90

Davis County

Project No. STP-0068(16)68

WOODS CROSS CITY, of 1555 SOUTH 800 WEST, WOODS CROSS, UT, 84087, Grantor, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Ten 7/100 Dollars (\$ 10), 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 improvement and the widening of the existing highway State Route 68 also known as 500 South Street Project No. STP-0068(16)68, being part of the Grantor's property defined in that certain Special Warranty Deed, Recorded Jan. 26, 1987, as Entry 770034, Book 1139 at Page 370, situate in the NW 1/4 of the NE 1/4 of Section 25, T.2N., R.1W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

COMMENCING at an existing brass cap monument in the intersection of said 500 South Street and 800 West Street, which bears North 89°26'14" East, a distance of 2,701.91 feet from a brass cap monument in the intersection of 500 South Street and 1100 West Street; Thence, North 89°48'46" East, a distance of 608.52 feet, along the monument line of said 500 South; Thence, South 00°11'14" East, a distance of 50.00 feet, to a point on the existing southerly right-of-way boundary line of said 500 South, the northeast corner of said entire parcel and the POINT OF BEGINNING, said point also being South 569.05 feet and East 3,071.55 feet from the Northwest (NW) Corner of said Section 25 (a computed position North 89°58'26" East, a distance of 242.39 feet from a monumented Witness Corner and North 00°08'59" West, a distance of 2651.58 feet from the monumented West Quarter (W1/4) Corner of said Section 25) at a point 46.16 feet perpendicularly distant southerly from centerline of said project at Engineering Station 94+49.74; Thence, South 00°11'14" East, a distance of 8.84 feet, along the easterly boundary line of said entire parcel, to the beginning of a non-tangent curve whose 3,745.00 foot

Continued on Page 2

radius bears South 01°01'30" West; Thence, westerly along said curve through an interior angle of 00°17'36" the arc length of 19.17 feet; Thence, North 83°03'44" West, a distance of 51.23 feet, to a point on the westerly boundary line of said entire parcel; Thence, North 00°11'14" West, a distance of 2.13 feet, along said westerly boundary line to a point on said southerly right-of-way boundary line of 500 South; Thence, North 89°48'46" East, a distance of 70.00 feet, along said southerly right-of-way boundary line, returning to the Point of Beginning.

Said parcel containing 435 square feet or 0.010 acres, more or less.

WITNESS, the hand of said Grantor, this 28th day of May, A.D. 20 09.

Signed in the presence of:

Kent M. Parry

STATE OF Utah)
) ss.
COUNTY OF Davis)

Kent M. Parry

On the date first above written personally appeared before me, Kent M. Parry, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

Marcee Morris
Notary Public



RETURNED
JUN 17 2009

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

E 2460122 B 4799 P 1241-1242
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/17/2009 01:23 PM
FEE \$0.00 Pgs: 2
DEP RT REC'D FOR UTAH DEPARTMENT O
F TRANSPORTAT

Easement

(INDIVIDUAL)

Tax ID. 06-049-0040

Parcel No.0068:90:E

Davis County

Project No. STP-0068(16)68

WOODS CROSS CITY, of 1555 SOUTH 800 WEST, WOODS CROSS, UT, 84087, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Ten ~~7~~ ⁷/₁₀₀ Dollars (\$ 10.00), a perpetual easement, upon part of an entire tract of Grantor's property for the purpose of constructing and maintaining thereon public utilities and appurtenant parts thereof including, but not limited to ATMS Fiber Optic conduit, electrical service transmission lines, culinary and closed irrigation water facilities; and traffic information signs. The easement includes the right to maintain and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by UDOT. The easement shall run with the Real Property and shall be binding upon the Grantor and the Grantor successors, heirs and assigns, and includes and conveys all rights of grantor to change the vertical distance or grade of said cut and/or fill slopes. The boundaries of said parcel of land are described as follows:

A part of an entire tract of property defined in that certain Special Warranty Deed, Recorded Jan. 26, 1987, as Entry 770034, Book 1139 at Page 370, situate in the NW ¼ of the NE ¼ of Section 25, T.2N., R.1W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

COMMENCING at an existing brass cap monument in the intersection of said 500 South Street and 800 West Street, which bears North 89°26'14" East, a distance of 2,701.91 feet from a brass cap monument in the intersection of 500 South Street and 1100 West Street; Thence, North 89°48'46" East, a distance of 608.52 feet, along the monument line of said 500 South; Thence, South 00°11'14" East, a distance of 50.00 feet, to a point on the existing southerly right-of-way boundary line of said 500 South and the northeast corner of said entire parcel; Thence, South 00°11'14" East, a distance of 8.84 feet, along the easterly boundary line of said entire parcel to the POINT OF BEGINNING, said point also being South 577.89 feet and East 3,071.58

Continued on Page 2

feet from the Northwest (NW) Corner of said Section 25 (a computed position North 89°58'26" East, a distance of 242.39 feet from a monumented Witness Corner and North 00°08'59" West, a distance of 2651.58 feet from the monumented West Quarter (W¼) Corner of said Section 25) at a point 55.0 feet perpendicularly distant southerly from centerline of said project at Engineering Station 94+49.92; Thence, continuing South 00°11'14" East, a distance of 10.00 feet, to the beginning of a non-tangent curve whose 3,735.00 foot radius bears South 01°01'42" West; Thence, westerly along said curve through an interior angle of 01°04'26" the arc length of 70.01 feet to a point on the westerly boundary line of said entire parcel; Thence, North 00°11'14" West, a distance of 15.88 feet, along said westerly boundary line; Thence, South 83°03'44" East, a distance of 51.23 feet, to the beginning of a non-tangent curve whose 3,745.00 foot radius bears South 00°43'54" West; Thence, easterly along said curve through an interior angle of 00°17'36" the arc length of 19.17 feet, returning to the Point of Beginning.

Said parcel containing 847 square feet or 0.019 acres, more or less.

WITNESS, the hand of said Grantor, this 28th day of May, A.D. 20 09.

Signed in the presence of:

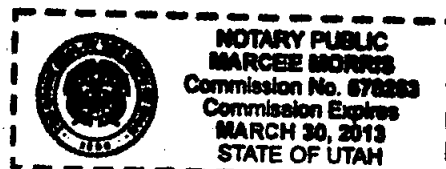
Kent M. Parry

STATE OF Utah)
) ss.
COUNTY OF Davis)

[Signature]

On the date first above written personally appeared before me, Kent M. Parry, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

Marcee Morris
Notary Public



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

Quit Claim Deed

(CITY)
Davis County

Tax ID No. 06-049-0212

PIN No. 19854

Project No. S-R199(343)

Parcel No. R199:2021

Woods Cross City, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS 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, being part of an entire tract of property, situate in the NW1/4 NE1/4 of Section 25, Township 2 North, Range 1 West, Salt Lake Base and Meridian, for the widening of existing I-15, known as Project No. S-R199(343). The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing southerly highway right of way line of SR-68 (500 South) and the easterly boundary line of said entire tract, which point is 573.28 feet S.00°12'48"E. along the Section line and 3070.31 feet East (Record South 569.05 feet and East 3,071.55 feet) from the Northwest corner of said Section 25; and running thence S.00°16'24"E. (Record South) 3.76 feet along said easterly boundary line to a point 54.47 feet perpendicularly distant southerly from the 500 South right of way control line of said Project, opposite approximate Engineers Station 12+60.42; thence N.83°44'02"W. 70.46 feet to the westerly boundary line of said entire tract at a point 46.25 feet perpendicularly distant southerly from said right of way control line, opposite approximate Engineers Station 11+90.44; thence N.00°16'24"W. (Record North) 2.45 feet along said westerly boundary line to said existing southerly highway right of way line; thence along said existing southerly highway right of way line the following two (2) courses and distances: (1) thence S.83°08'54"E. (Record S.83°03'44"E.) 51.23 feet to a point of curvature of a non-tangent curve to the right with a radius of 3745.00 feet; (2) thence easterly along said curve with an arc length of 19.17 feet, chord bears S.89°12'28"E. 19.17 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.

Note: Above bearings equal NAD83 Highway bearings

By _____

Notary Public

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

Temporary Easement

(CITY)

Davis County

Tax ID No. 06-049-0212

PIN No. 19854

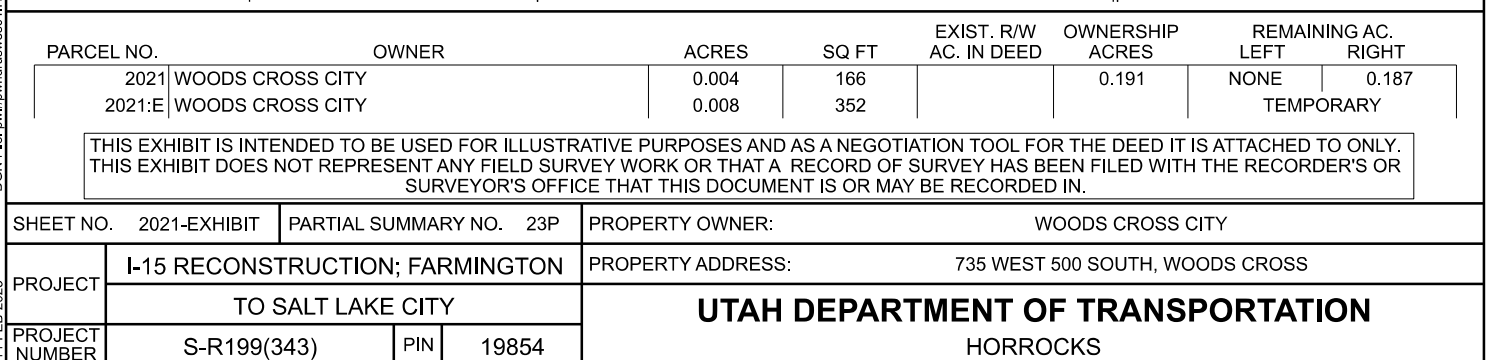
Project No. S-R199(343)

Parcel No. R199:2021:E

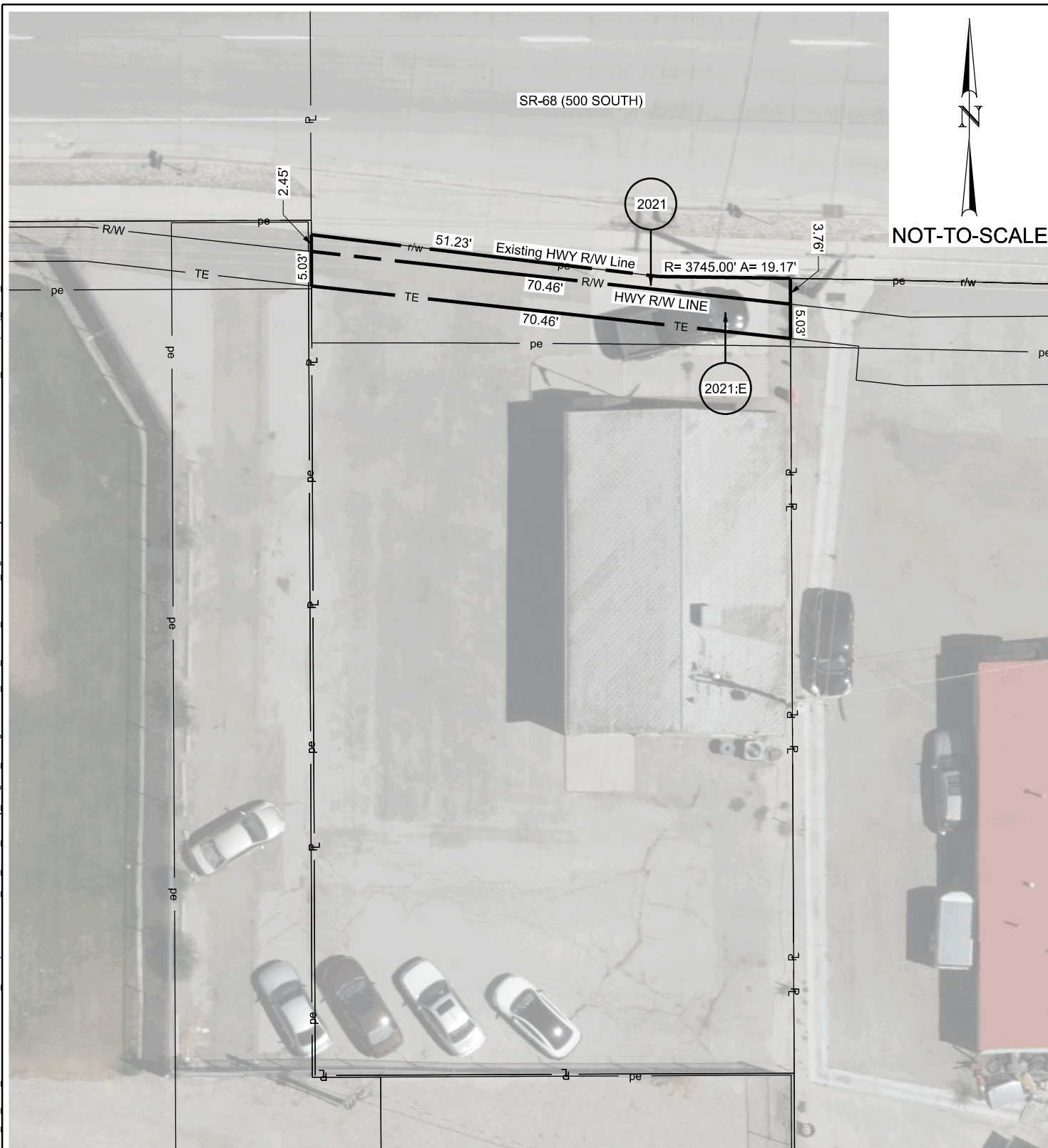
Woods Cross City, a municipal corporation of the State of Utah, Grantor, hereby GRANTS and CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described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

A temporary easement, upon part of an entire tract of property, situate in the NW1/4 NE1/4 of Section 25, Township 2 North, Range 1 West, Salt Lake Base and Meridian, to facilitate the widening of 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 nonexclusive 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 are described as follows:

Beginning at the intersection of the southerly highway right of way line of SR-68 (500 South) of said Project and the easterly boundary line of said entire tract, which point is 573.28 feet S.00°12'48"E. along the Section line and 3070.31 feet East and 3.76 feet S.00°16'24"E from the Northwest corner of said Section 25; and running thence S.00°16'24"E. (Record South) 5.03 feet along said easterly boundary line to a point 59.50 feet perpendicularly distant southerly from the 500 South right of way control line of said Project, opposite approximate Engineers Station 12+60.40; thence N.83°44'02"W. 70.46 feet to the westerly boundary line of said entire tract at a point 51.28 feet perpendicularly distant southerly from said right of way control line,



DGN File: pwr/pwrhdruvses01:HDR US West 01/Documents/UDOT Headquarters/UDOT I-15 Davis County Program Management/6.0 CAD BIM/6.2 WIP/6.2.4 Right-of-Way/ROW Sheet Files/Exhibits/19854 S-R199(343) 2021 Exhibit



PARCEL NO.	OWNER	ACRES	SQ FT	EXIST. R/W AC. IN DEED	OWNERSHIP ACRES	REMAINING AC.	
2021	WOODS CROSS CITY	0.004	166		0.191	NONE	0.187
2021:E	WOODS CROSS CITY	0.008	352			TEMPORARY	

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

SHEET NO.	2021-EXHIBIT	PARTIAL SUMMARY NO.	23P	PROPERTY OWNER:	WOODS CROSS CITY
PROJECT	I-15 RECONSTRUCTION; FARMINGTON			PROPERTY ADDRESS:	735 WEST 500 SOUTH, WOODS CROSS
	TO SALT LAKE CITY			UTAH DEPARTMENT OF TRANSPORTATION HORROCKS	
PROJECT NUMBER	S-R199(343)	PIN	19854		

14-FEB-2025



Utah Department of Transportation Administrative Compensation Estimate

Project No: S-R199(343) Parcel No.(s): 2021, 2021:E

Pin No: 19854 Job/Proj No: 74107 Project Location: I-15 Reconstruction; Farmington to Salt Lake City
County of Property: DAVIS Tax ID / Sidwell No: 06-049-0212
Property Address: 735 West 500 South WOODS CROSS UT, 84087
Owner's Address: 1555 South 800 West, Woods Cross, UT, 84087
Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Woods Cross City, a municipal corporation of the State of Utah
Grantee: Utah Department of Transportation (UDOT)/The Department

Parcel		Size	Units	Price per Unit	%	PROPERTY		PARCEL ZONING	
No.	Type					USE	HBU	Zoning	Jurisdiction
2021	Land	166	SQFT	\$27	100	Government			DAVIS
2021:E	Land	352	SQFT	\$27	8	Government			DAVIS

VALUE OF THE TAKING

							Factor		
2021	----->	166	SQFT	\$27	100	x	1	=	\$4,482.00
2021:E	----->	352	SQFT	\$27	8	x	2.8861	=	\$2,194.00

IMPROVEMENTS

2021:E	Cost-to-Cure:Replacement								\$750.00
--------	--------------------------	--	--	--	--	--	--	--	----------

OTHER COSTS

2021	Improvements								\$1,494.00
2021	Rounding								\$80.00

TOTAL COMPENSATION:

\$9,000.00

ACKNOWLEDGEMENTS

This Administrative Compensation Estimate (ACE) is an appraisal waiver program that administers an estimate of just compensation for the impacted subject property. This ACE does not conform to the Uniform Standards of Professional Appraisal Practice (USPAP) and is not intended to do so. Though this form is not an appraisal, the estimated just compensation is derived from market data and information contained within the project file. An inspection with the property owner is recommended, but not required. The exempting authority for the Appraisal Waiver Program is found in 49 C.F.R. 24(c) for Federal requirements and in R933-1-1 for State of Utah requirements.

APPROVED JUST COMPENSATION ACE APPROVAL

Olga Crump
NAME AS AGENT FOR UDOT

6/12/2025

DATE OF APPROVAL

Desiree Vargas

Desiree Vargas (Consultant/Realtor)

VALUE ESTIMATOR

TITLE

May 30, 2025

DATE OF ESTIMATE

COMPENSATION ESTIMATE

Location: 735 West 500 South Woods Cross, UT 84014
Date: 5/30/2025

APN: 06-049-0212
Zoning: Commercial

Parcel	Owner	Fee Acq (sf)	Easement (sf)	Price/sf	%	Factor	Sub-Totals
2021:E	Woods Cross City, a municipal corporation of the State of Utah						
	Warranty Deed	166		\$ 27.00	1	1	\$ 4,482.00
2021:E	Temporary Easement		352	\$ 27.00	0.08	2.8861	\$ 2,194.00
							\$ -
	Total for Land and Easements-						\$ 6,676.00

Improvements Acquired

2021	Concrete paving	166		\$ 9.00			\$ 1,494.00
	Total for all Improvements Acquired-						\$ 1,494.00

Cost to Cure Items:

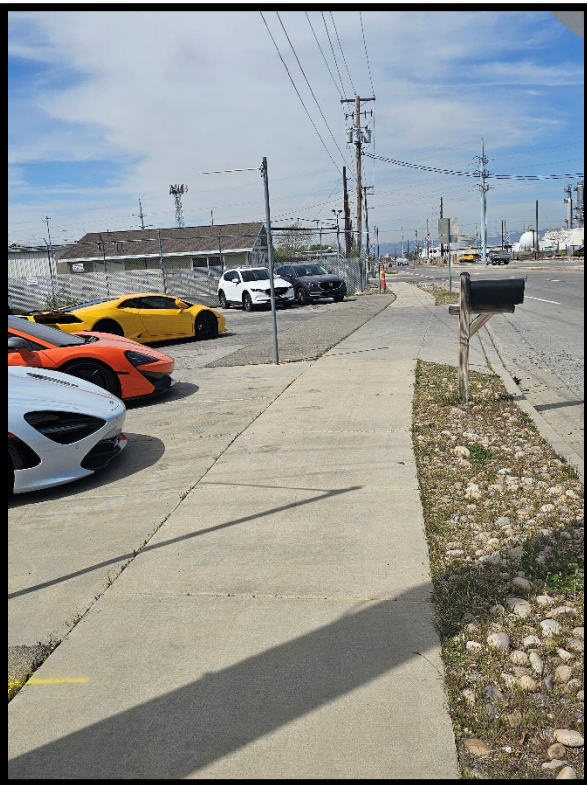
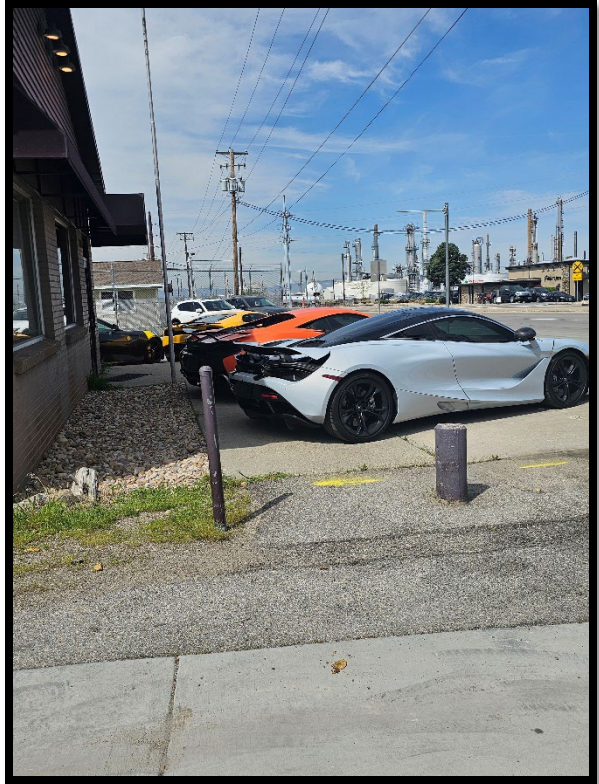
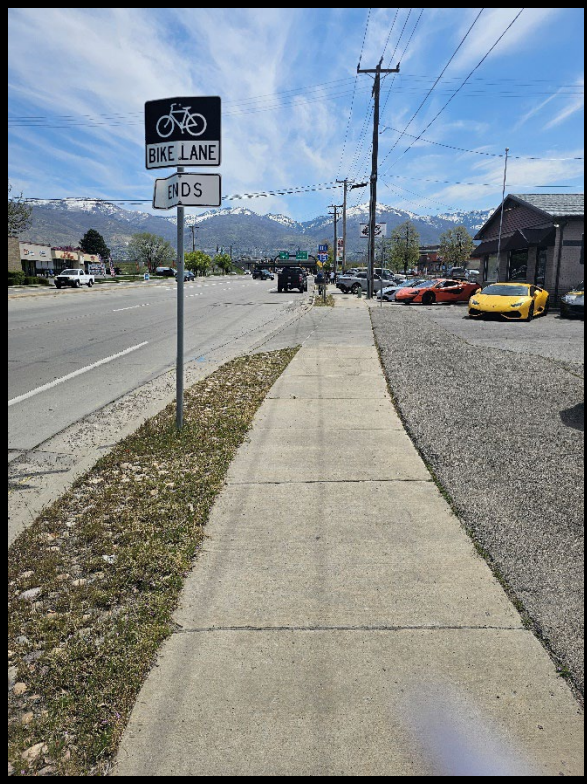
2021:E	Large pole		1	\$ 750.00			\$ 750.00
	Total for all Cost to Cure Items-						\$ 750.00
	Total						\$ 8,920.00

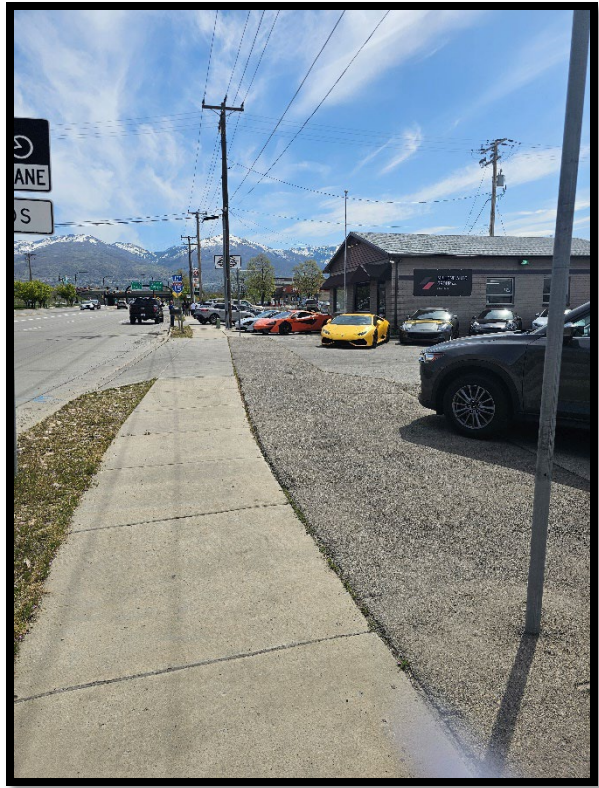
Total							\$ 8,920.00
	Rounding:						\$ 80.00
	The concluded value is:						<u>\$ 9,000.00</u>

Subject Property: The subject property is zoned as Commercial use which includes .201 acre of land area. The Woods Cross City general plan is for continued Residential use. The project needs a to purchase 166 Sf and a Temporary Easement totaling 352/SF.

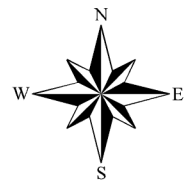
Site Improvements: Grantor is being paid for the following improvments: Concrete curbing.
was paid for the following cost to cure: Large pole to hang sign on.

Grantor





Zoning Map



Amended:
March 16, 2021

LAND SALE COMPARABLE 1



Address: 4888 South 1060 West
 City, State, Zip: Ogden UT 84405
 Jurisdiction: Weber County
 MSA: Salt Lake City-Ogden
 Submarket:
 Property Type: Land
 Property Subtype: Commercial
 Classification: N/A
 ID: 818739
 Tax Number(s): 07-819-0002

PROPERTY INFORMATION

Site Area (Acres):	2.0000	Public Utilities:	All Available
Site Area (Sq.Ft.):	87,120	Electricity:	Yes
Zoning:	RCP	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Good	Gas:	Yes
Frontage:	Good	Proposed Use:	Shopping Center
Visibility:	Average	Maximum FAR:	N/A
Shape:	Irregular	Potential Building Area:	N/A
Topography:	Level	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

Status:	N/A	OAR:	N/A
Sale Date:	3/2025	NOI:	N/A
Sale Price:	\$2,000,000	Price per Sq.Ft.:	\$22.96
Value Interest:	Fee Simple	Price per Acre:	\$1,000,000
Grantor:	Lodge Properties, LLC	Price per Potential Building Area:	N/A
Grantee:	Under contract	Price per Potential Units:	N/A
Financing:	Assumed cash or market-oriented		
Condition of Sale:	None		

VERIFICATION COMMENTS

Confirmed with listing broker Brandon Goodman, Colliers, tax records and CoStar

COMMENTS

This is a pending sale of 2 acres of commercial land located proximate to the Interstate 84 interchange at the convergence of Interstate 84, Interstate 15 and Riverdale Road just south of Ogden, UT. The property is located in close proximity to major retailers including Target, Best Buy, HomeGoods, Joann, The Home Depot, At Home, IHOP, Sams Club, Walmart, Hobby Lobby, etc. The broker confirmed the contract price is \$2,000,000. The proposed use will be for a retail strip center. The sale is scheduled to close at the end of June or early July.

LAND SALE COMPARABLE 2



Property Name: Development Site
 Address: 529 North Station Parkway
 City, State, Zip: Farmington UT 84025
 Jurisdiction: Davis County
 MSA: Salt Lake City-Ogden
 Submarket:
 Property Type: Land
 Property Subtype: Commercial
 Classification: N/A
 ID: 827799
 Tax Number(s): 08-569-0302

PROPERTY INFORMATION

Site Area (Acres):	0.9857	Public Utilities:	All Available
Site Area (Sq.Ft.):	42,937	Electricity:	Yes
Zoning:	GMU General Mixed Use	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Good	Gas:	Yes
Frontage:	Average	Proposed Use:	Retail-Commercial
Visibility:	Average	Maximum FAR:	N/A
Shape:	Irregular	Potential Building Area:	N/A
Topography:	Level	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

Status:	Recorded Sale	OAR:	N/A
Deed Reference:	3603775	NOI:	N/A
Sale Date:	1/2025	Price per Sq.Ft.:	\$27.38
Sale Price:	\$1,175,465	Price per Acre:	\$1,192,518
Value Interest:	Fee Simple	Price per Potential Building Area:	N/A
Grantor:	Park Lane Commons Eight, LLC	Price per Potential Units:	N/A
Grantee:	Wright Development LLC		
Financing:	Cash		
Condition of Sale:	Arm's Length		

VERIFICATION COMMENTS

MLS# 2021758, buyer's agent Mike Gabel, tax records and deed

COMMENTS

This is the sale of a triangular-shaped development lot at the corner of W Market St and N Station Pkwy in Farmington's Station Parkway mixed-use transit-oriented neighborhood adjacent to I-15, US-89 and the Farmington Frontrunner train station. The zoning allows for "commercial, office, retail and multiple unit and attached residential uses of a higher density along or near arterials or major and minor collectors." Reportedly, the buyer plans on retail development for this parcel.

LAND SALE COMPARABLE 3



Property Name: Retail development site
 Address: 12831 South Redwood Road
 City, State, Zip: Riverton UT 84065
 Jurisdiction: Salt Lake County
 MSA: Salt Lake City-Ogden
 Submarket:
 Property Type: Land
 Property Subtype: Retail-Commercial
 Classification: N/A
 ID: 826618
 Tax Number(s): 27-34-251-025, 27-34-251-026, 27-34-251-027, 27-34-251-028, 27-34-251-009, 27-34-2...

PROPERTY INFORMATION

Site Area (Acres):	1.8000	Public Utilities:	All Available
Site Area (Sq.Ft.):	78,408	Electricity:	Yes
Zoning:	CD - Redevelopment Overlay	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Good	Gas:	Yes
Frontage:	Good	Proposed Use:	Retail-Commercial
Visibility:	Good	Maximum FAR:	N/A
Shape:	Irregular	Potential Building Area:	N/A
Topography:	Level	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

Status:	Recorded Sale	OAR:	N/A
Deed Reference:	14271342	NOI:	N/A
Sale Date:	7/2024	Price per Sq.Ft.:	\$24.90
Sale Price:	\$1,952,000	Price per Acre:	\$1,084,444
Value Interest:	Fee Simple	Price per Potential Building Area:	N/A
Grantor:	AK Craghead Inc.	Price per Potential Units:	N/A
Grantee:	Paige Retail Plaza LLC		
Financing:	Assumed cash		
Condition of Sale:	Arm's Length		

VERIFICATION COMMENTS

Confirmed with buyer's agent Bryant Parker of Colliers, CoStar, tax records and deed

COMMENTS

This is the sale of an assemblage of multiple tax parcels for a retail strip development. The site is at the SE corner of the signalized intersection of W 12800 S and Redwood Road (14,697 VPD), across the street from Riverton City Hall. The broker noted that the \$1.952 m sale price reported by CoStar was very close to the actual sale price but couldn't provide the exact amount due to an NDA.

LAND SALE COMPARABLE 4



Property Name: Lot 2, The Village at South Mountain
 Address: 13331 Old Liberty Way
 City, State, Zip: Riverton UT 84096
 Jurisdiction: Salt Lake County
 MSA:
 Submarket:
 Property Type: Land
 Property Subtype: Retail Pad
 Classification: N/A
 ID: 806321
 Tax Number(s): 27323520050000

PROPERTY INFORMATION

Site Area (Acres):	0.9400	Public Utilities:	All Available
Site Area (Sq.Ft.):	40,946	Electricity:	Yes
Zoning:	SLR-SP	Water:	Yes
Utility:	Average	Sewer:	Yes
Access:	Average	Gas:	Yes
Frontage:	Average	Proposed Use:	Retail-Commercial
Visibility:	Average	Maximum FAR:	N/A
Shape:	Rectangular	Potential Building Area:	N/A
Topography:	Level	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

Status:	Closed Sale	OAR:	N/A
Sale Date:	3/2024	NOI:	N/A
Sale Price:	\$1,191,700	Price per Sq.Ft.:	\$29.10
Value Interest:	Fee Simple	Price per Acre:	\$1,267,766
Grantor:	South Mountain Development, LLC	Price per Potential Building Area:	N/A
Grantee:	Riverton Custard Realty LLC	Price per Potential Units:	N/A
Financing:	Cash		
Condition of Sale:	Arm's Length		

VERIFICATION COMMENTS

Ryan Stewart of Mountain West Commercial Real Estate and deed

COMMENTS

This is the sale of a Pad Site in the newly developed "The Villages at South Mountain" shopping center. The overall development is located off of 13400 S and Bangerter Hwy (State Hwy 154) in Riverton, UT. This pad site is an interior parcel, adjacent to the hard corner parcel to it's south at S Old Liberty Way and 13400 S. The property sold for development of a Freddy's Frozen Custard & Steakburgers QSR.

LAND SALE COMPARABLE 5



Property Name: 2317 W 7800 S
 Address: 2317 West 7800 South
 City, State, Zip: West Jordan UT 84088
 Jurisdiction: Salt Lake County
 MSA: Salt Lake City-Ogden
 Submarket:
 Property Type: Land
 Property Subtype: Retail-Commercial
 Classification: N/A
 ID: 806253
 Tax Number(s): 21-33-226-050

PROPERTY INFORMATION

Site Area (Acres):	0.6900	Public Utilities:	All Available
Site Area (Sq.Ft.):	30,056	Electricity:	Yes
Zoning:	C-G	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Average	Gas:	Yes
Frontage:	Average	Proposed Use:	Retail-Commercial
Visibility:	Average	Maximum FAR:	N/A
Shape:	Square	Potential Building Area:	N/A
Topography:	Level	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

Status:	Closed Sale	OAR:	N/A
Sale Date:	4/2023	NOI:	N/A
Sale Price:	\$805,000	Price per Sq.Ft.:	\$26.78
Value Interest:	Fee Simple	Price per Acre:	\$1,166,667
Grantor:	First American Exchange Company	Price per Potential Building Area:	N/A
Grantee:	Royal One Real Estate	Price per Potential Units:	N/A
Financing:	Not disclosed		
Condition of Sale:	Arm's Length		

VERIFICATION COMMENTS

Listing agent Matt Mangum (formerly of CRC), CoStar and public records

COMMENTS

This land site sold with full entitlements and with architectural plans for a spec retail-office building which was ultimately constructed by the buyer. The agent noted that in addition, the dirt was leveled and the site was fully ready to break ground at the time of sale. The property was a neighbor purchase from the nearby shopping center owner. There are two adjacent retail-office buildings to this site.

LAND SALE COMPARABLE 6



Property Name: 1290 / 1366 N Main St
 Address: 1125 Midtown Crossing
 City, State, Zip: Layton UT 84041
 Jurisdiction: Davis County
 MSA: Salt Lake City-Ogden
 Submarket:
 Property Type: Land
 Property Subtype: Retail Pad
 Classification: N/A
 ID: 806297
 Tax Number(s): 103700007 ,103700008

PROPERTY INFORMATION

Site Area (Acres):	0.9400	Public Utilities:	All Available
Site Area (Sq.Ft.):	40,946	Electricity:	Yes
Zoning:	C-H	Water:	Yes
Utility:	Average	Sewer:	Yes
Access:	Good	Gas:	Yes
Frontage:	Good	Proposed Use:	Retail-Commercial
Visibility:	Good	Maximum FAR:	N/A
Shape:	Irregular	Potential Building Area:	N/A
Topography:	Level	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

Status:	Closed Sale	OAR:	N/A
Sale Date:	1/2023	NOI:	N/A
Sale Price:	\$1,350,000	Price per Sq.Ft.:	\$32.97
Value Interest:	Fee Simple	Price per Acre:	\$1,436,170
Grantor:	Aspen Heights LLC	Price per Potential Building Area:	N/A
Grantee:	Seven Castles Holdings, LLC	Price per Potential Units:	N/A
Financing:	Market-oriented		
Condition of Sale:	Arm's Length		

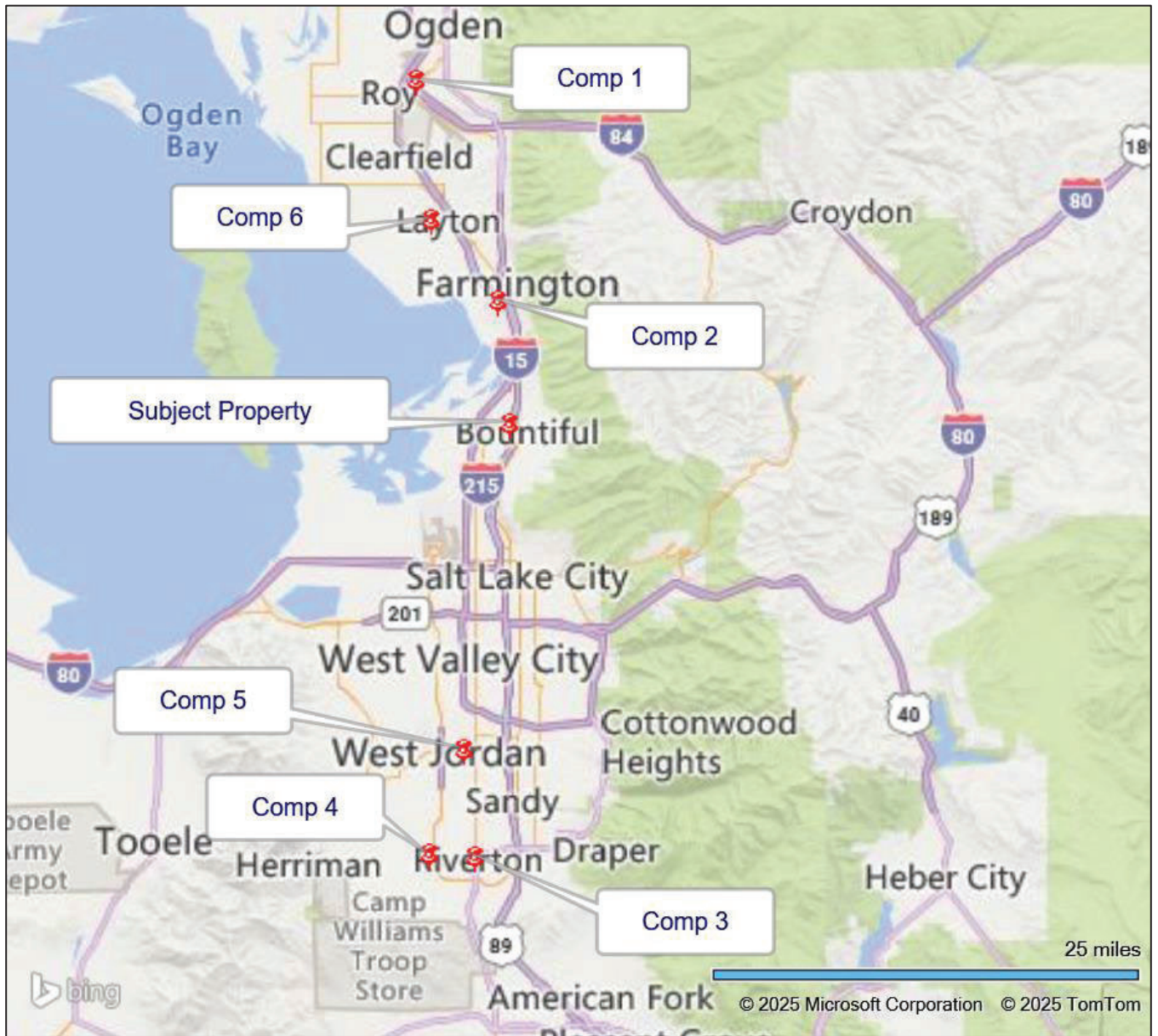
VERIFICATION COMMENTS

Confirmed by Ryan Stewart of Mountain West Commercial Real Estate (listing agent), marketing materials, and public records

COMMENTS

This is the sale of a commercial site shadow anchored by Kohl's located along Main Street in Layton, UT, 1/2 mile north of the interchange. The property consists of two adjacent tax parcels that were developed into an animal hospital and a Valvoline Instant Oil Change. It is located at the signalized hard corner of Midtown Crossing and Main Street, a primary commercial corridor with several retailers and car dealerships in the immediate area in addition to the Layton Hills Mall located 1/2 mile to the east. It is noted that this combined property was historically marketed as 1366 N Main Street; however, that has now been assigned to the parcel north of this one. This parcel is now correctly addressed as 1125 Midtown Crossing.

Land Sales Comparable Map



LAND SALES COMPARISON AND ADJUSTMENT TABLE														
Subject		Comparable 1		Comparable 2		Comparable 3		Comparable 4		Comparable 5		Comparable 6		
Location		4868 South 1050 West Ogden, UT 84405		529 North Station Pkwy Farmington, UT 84025		12831 South Redwood Road Riverton, UT 84065		1331 Old Liberty Way Riverton, UT 84096		2317 W 7800 S West Jordan, UT 84088		1125 Midtown Crossing Layton, UT 84041		
Woods Cross, UT														
Sales Price		\$2,000,000		\$1,175,465		\$1,952,000		\$1,191,700		\$805,000		\$1,350,000		
Date of Sale		Mar-25		Jan-25		Jul-24		Mar-24		Apr-23		Jan-23		
Years Since Transfer		0.15		0.33		0.75		1.17		2.09		2.33		
Size (Net acres)		2.00		0.99		1.80		0.94		0.69		0.94		
Size (Sq.Ft.)		87,120		42,937		78,408		40,946		30,056		40,946		
Price/SF		\$22.96		\$27.38		\$24.90		\$29.10		\$26.78		\$32.97		
Transaction Adjustments														
Property Rights		Fee Simple	0%	Fee Simple	0%	Fee Simple	0%	Fee Simple	0%	Fee Simple	\$0	Fee Simple	0%	
		subtotal	\$2,000,000	subtotal	\$1,175,465	subtotal	\$1,952,000	subtotal	\$1,191,700	subtotal	\$805,000	subtotal	\$1,350,000	
Financing/Concessions		Cash Equiv	0%	Cash Equiv	0%	Cash Equiv	0%	Cash Equiv	0%	Cash Equiv	0%	Cash Equiv	0%	
		subtotal	\$2,000,000	subtotal	\$1,175,465	subtotal	\$1,952,000	subtotal	\$1,191,700	subtotal	\$805,000	subtotal	\$1,350,000	
Conditions of Sale		Arm's Length	0%	Arm's Length	0%	Arm's Length	0%	Arm's Length	0%	Arm's Length	0%	Arm's Length	0%	
		subtotal	\$2,000,000	subtotal	\$1,175,465	subtotal	\$1,952,000	subtotal	\$1,191,700	subtotal	\$805,000	subtotal	\$1,350,000	
Expenditures After Sale		None	\$0	None	0%	None	\$0	None	0%	None	0%	None	0%	
		subtotal	\$2,000,000	subtotal	\$1,175,465	subtotal	\$1,952,000	subtotal	\$1,191,700	subtotal	\$805,000	subtotal	\$1,350,000	
Market conditions		Inferior	0.3%	Inferior	0.7%	Inferior	1.5%	Inferior	2.3%	Inferior	4.2%	Inferior	4.7%	
		Adj Price	\$2,005,808		\$1,183,258		\$1,981,414		\$1,219,583		\$838,612		\$1,413,025	
Transaction-Adjusted Price/SF		\$23.02		\$27.56		\$25.27		\$29.78		\$27.90		\$34.51		
Physical Adjustments														
Location		Average	Superior	-5%	Superior	-5%	Superior	-5%	Superior	-5%	Superior	-5%	Superior	-5%
Size (Acres)			2.00	0%	0.99	0%	1.80	0%	0.94	0%	0.69	0%	0.940	0%
Highest and Best Use		Commercial Retail	Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%
Access/Exposure		Good	Inferior	10%	Similar	0%	Similar	0%	Inferior	10%	Similar	0%	Superior	-5%
Flood Zone		X	Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%
Utilities		All Available	Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%
Topography		Level	Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%
Shape		Slightly Irregular	Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%
External Impacts		None	Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%
Other		None	Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%
Net Adjustment			5%		-5%		-5%		5%		-5%		-10%	
Adjusted Price/Acre		\$24.17		\$26.18		\$24.01		\$31.27		\$26.51		\$31.06		
Statistical Summary		Gross Adjustment: 15% 5% 5% 10%												
Average (SF)		\$27.20												
Median (SF)		\$26.34												
Low (SF)		\$24.01												
High (SF)		\$31.27												

OWNERSHIP RECORD

Title by: LBA

Date: January 2025

County: Davis

Parcel No.: R199:2021

Type Ownership: Government

Tax ID No.: 06-049-0212

Project No.: S-R199(343)

PIN No.: 19854

Recorded Owners: Woods Cross City, a municipal corporation of the State of Utah

Address: 1555 South 800 West, Woods Cross, Utah 84087

Property Address: 735 West 500 South, Woods Cross, Utah 84087

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
238385	245	630	Quit Claim Deed	14 May 1962	09 Jul 1962

Description:

Commencing at a point in the center of a four rod wide street running east and west, said point being the intersection of the centerline of said street and the easterly right-of-way line of the main line of the Oregon Short Line Railway Company, said point being 550.3 ft. south and 34.85 west of the northeast corner of the Northwest Quarter of Section 25, T2N, R1W, Salt Lake Meridian, Davis County, Utah; thence east along the centerline of said street 445.03 ft; thence south 33.0 ft. to the true point of beginning of said tract of land; thence south 125.0 ft; thence west 70.0 ft; thence north 125.0 ft; thence east 70.0 ft; to the point of beginning and containing 0.20 acres, more or less.

Calculated area: The above described tract of land contains 8,750 square feet or 0.201 acre.

Grantor: Phillips Petroleum Company, a Delaware corporation, with an operating office at Bartlesville, Oklahoma, duly licensed to transact business in the State of Utah as a foreign corporation

Subject to a Perpetual Easement, signed on November 25, 2009, recorded on December 10, 2009, as Entry No. 2498895 in Book 4918 at Page 1144, in favor of Utah Department of Transportation.

Less:

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
2498896	4918	1146	Quit Claim Deed	25 Nov 2009	10 Dec 2009

Description:

A parcel of land in fee for the improvement and the widening of the existing highway State Route 68 also known as 500 South Street Project No. STP-0068(16)68, being part of the Grantor's property defined in that certain Deed, Recorded as Entry 238385, Book 245 at Page 630, situate in the NW 1/4 of the NE 1/4 of Section 25, T.2N., R.1W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

COMMENCING at an existing brass cap monument in the intersection of said 500 South Street and 800 West Street, which bears North 89°26'14" East, a distance of 2,701.91 feet from a brass cap monument in the intersection of 500 South Street and 1100 West Street; Thence, North 89°48'46" East, a distance of 608.52 feet, along the monument line of said 500 South; Thence, South 00°11'14" East, a distance of 50.00 feet, to a point on the existing southerly right-of-way boundary line of said 500 South, the northeast corner of said entire parcel and the POINT OF BEGINNING, said point also being South 569.05 feet and East 3,071.55 feet from the Northwest (NW) Corner of said Section 25 (a computed position North 89°58'26" East, a distance of 242.39 feet from a monumented Witness Corner and North 00°08,59" West, a distance of 2651.58 feet from the monumented West Quarter (W1/4) Corner of said Section 25) at a point 46.16 feet perpendicularly distant southerly from centerline of said project at Engineering Station 94+49.74; Thence, South 00°11'14" East, a distance of 8.84 feet, along the easterly boundary line of said entire parcel, to the beginning of a non-tangent curve whose 3,745.00 foot radius bears South 01 01'30" West; Thence, westerly along said curve through an interior angle of 00°17'36" the arc length of 19.17 feet; Thence, North 83°03'44" West, a distance of 51.23 feet, to a point on the westerly boundary line of said entire parcel; Thence, North 00°11'14" West, a distance of 2.13 feet, along said westerly boundary line to a point on said southerly right-of-way boundary line of 500 South; Thence, North 89°48'46" East, a distance of 70.00 feet, along said southerly right-of- way boundary line, returning to the Point of Beginning.

Said parcel containing 435 square feet or 0.010 acres, more or less.

Calculated area: The above described tract of land contains 436 square feet or 0.010 acre.

Grantor: Woods Cross City, a municipal corporation of the State of Utah
Grantee: Utah Department of Transportation

Assessed Area: The above combined tracts of land contains 0.19 acre.

Calculated area: The above combined tracts of land contain 8,314 square feet or 0.191 acre.

Abstract- Serial Number: 06-049-0212

Abstract	
Serial Number:	06-049-0212
Tax District:	770
Exempt:	Yes
Tax Name & Address for Tax Year ADDYR:	WOODS CROSS CITY 1555 SOUTH 800 WEST WOODS CROSS, UT 8408700000
Situs Address:	null null null
Parcel Dates:	12/10/2009 to
Acres:	0.19

Dedication Plat	
Plat:	null

Parent / Child		
Parent	06-049-0040	12/10/2009

Legal Description
COM AT A PT BEING 550.3 FT S & 34.85 FT W OF NE COR OF NW 1/4 OF SEC 25-T2N-R1W, SLM; TH E ALG THE CENTER LINE OF SD STR 445.03 FT; TH S 33 FT & S 00°11'14" E 8.84 FT TO TRUE PT OF BEG OF SD TRACT OF LAND; TH S 116.16 FT; TH W 70 FT; TH N 122.87 FT; TO THE S LINE OF PPTY CONV IN QC DEED RECORDED 12/10/2009 AS E# 2498896 BK 4918 PG 1146; TH ALG SD LINE S 83°03'44" E, A DIST OF 51.23 FT TO THE BEG OF A 3745.00 FT RADIUS NON-TANGENT CURVE; TH E'LY ALG THE ARC OF SD CURVE 19.17 FT (LC BEARS S 88°56'47" E) TO POB. CONT. 0.19 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Party	KOI	Entry Number	Book & Page	Inst.Date	Rec.Date & Time	Consideration	Vesting Doc.	See Also	XRefs (Book & Page)
Grantor: SOUTH DAVIS METRO FIRE SERVICE AREA Grantee: BOUNTIFUL Grantee: WEST BOUNTIFUL Grantee: NORTH SALT LAKE Grantee: CENTERVILLE Grantee: WOODS CROSS Grantee: DAVIS COUNTY SOUTH DAVIS METRO FIRE SERVICE SOUTH DAVIS METRO FIRE SERVICE	CERTIFICATE	2911949	6419-53	12/18/2015	12/23/2015 08:21	\$0.00		10010001	
Grantor: WOODS CROSS CITY Grantee: UTAH DEPARTMENT OF TRANSPORTATION UTAH DEPT OF TRANSPORTATION UTAH DEPT OF TRANSPORTATION	QUIT CLAIM DEED	2498896	4918-114 6	11/25/2009	12/10/2009 15:42	\$10.00		60490040	
Grantor: WOODS CROSS CITY Grantee: UTAH DEPARTMENT OF TRANSPORTATION UTAH DEPT OF TRANSPORTATION UTAH DEPT OF TRANSPORTATION	EASEMENT	2498895	4918-114 4	11/25/2009	12/10/2009 15:42	\$10.00		60490040	
Grantor: WOODS CROSS	WARRANTY	2460123	4799-124	05/28/2009	06/17/2009	\$10.00		60490040	

DM:js
5-14-62
5

DEED OF GIFT

630 238385

KNOW ALL MEN BY THESE PRESENTS:

716 1/4 - 25 - 27 - 14

WHEREAS, Phillips Petroleum Company is the owner of the land hereinafter described, which land the City of Woods Cross, Utah desires to acquire, and Phillips Petroleum Company has agreed to donate said land to the City of Woods Cross, Utah.

NOW, THEREFORE, in consideration of the premises, Phillips Petroleum Company, a Delaware corporation, with an operating office at Bartlesville, Oklahoma, duly licensed to transact business in the State of Utah as a foreign corporation, grantor, hereby quitclaims to Woods Cross City Corporation, a corporation, the following described tract of land in the County of Davis, State of Utah, to wit:

Commencing at a point in the center of a four rod wide street running east and west, said point being the intersection of the centerline of said street and the easterly right-of-way line of the main line of the Oregon Short Line Railway Company, said point being 550.3 ft. south and 34.85 west of the north-east corner of the Northwest Quarter of Section 25, T2N, R1W, Salt Lake Meridian, Davis County, Utah; thence east along the centerline of said street 445.03 ft; thence south 33.0 ft. to the true point of beginning of said tract of land; thence south 125.0 ft; thence west 70.0 ft; thence north 125.0 ft; thence east 70.0 ft; to the point of beginning and containing 0.20 acres, more or less.

IN WITNESS WHEREOF, Phillips Petroleum Company, grantor herein, has caused this deed to be executed by its officers thereunto duly authorized and its corporate seal to be affixed this 14 day of May, 1962.

ATTEST:

PHILLIPS PETROLEUM COMPANY

De Unroed
Assistant Secretary

By Wm. J. Zennaro
Vice President

Platted ☒ Abstracted ☒
On Margin ☒ Indexed ☒
Compared ☒ Entered ☒

Recorded at request of Walter Moore
Date JUL 9 1962
By Grace D. Bybee
Fee Paid \$ 7.00
Recorder Davis County Page 630
EMILY T. ELDRIDGE
at 841 M. 245
City Book

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

RETURNED
DEC 10 2009

E 2498896 B 4918 P 1146-1147
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/10/2009 03:42 PM
FEE \$0.00 Pgs: 2
DEP RT REC'D FOR UTAH DEPT OF TRAN
SPORTATION

Quit Claim Deed

(CITY)

Tax ID No.06-049-0040

Parcel No. 0068:90

Davis County

Project No. STP-0068(16)68

NE-25-2N-1W

WOODS CROSS CITY, of 1555 SOUTH 800 WEST, WOODS CROSS, UT, 84087, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Dollars, Ten. - Dollars (\$ 10.00-), 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 improvement and the widening of the existing highway State Route 68 also known as 500 South Street Project No. STP-0068(16)68, being part of the Grantor's property defined in that certain Deed, Recorded as Entry 238385, Book 245 at Page 630, situate in the NW ¼ of the NE ¼ of Section 25, T.2N., R.1W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

COMMENCING at an existing brass cap monument in the intersection of said 500 South Street and 800 West Street, which bears North 89°26'14" East, a distance of 2,701.91 feet from a brass cap monument in the intersection of 500 South Street and 1100 West Street; Thence, North 89°48'46" East, a distance of 608.52 feet, along the monument line of said 500 South; Thence, South 00°11'14" East, a distance of 50.00 feet, to a point on the existing southerly right-of-way boundary line of said 500 South, the northeast corner of said entire parcel and the POINT OF BEGINNING, said point also being South 569.05 feet and East 3,071.55 feet from the Northwest (NW) Corner of said Section 25 (a computed position North 89°58'26" East, a distance of 242.39 feet from a monumented Witness Corner and North 00°08'59" West, a distance of 2651.58 feet from the monumented West Quarter (W¼) Corner of said Section 25) at a point 46.16 feet perpendicularly distant southerly from centerline of said project at Engineering Station 94+49.74; Thence, South 00°11'14" East, a distance of 8.84 feet, along the easterly boundary line of said entire parcel, to the beginning of a non-tangent curve whose 3,745.00 foot

radius bears South 01°01'30" West; Thence, westerly along said curve through an interior angle of 00°17'36" the arc length of 19.17 feet; Thence, North 83°03'44" West, a distance of 51.23 feet, to a point on the westerly boundary line of said entire parcel; Thence, North 00°11'14" West, a distance of 2.13 feet, along said westerly boundary line to a point on said southerly right-of-way boundary line of 500 South; Thence, North 89°48'46" East, a distance of 70.00 feet, along said southerly right-of-way boundary line, returning to the Point of Beginning.

Said parcel containing 435 square feet or 0.010 acres, more or less.

IN WITNESS WHEREOF, said Woods Cross City has caused this instrument to be executed by its proper officers thereunto duly authorized, this 25th day of November, A.D. 20 09.

STATE OF UTAH

)

) ss.

COUNTY OF Davis

)

Woods Cross CityBy [Signature]

On the date first above written personally appeared before me, Kent M. Parry, who, being by me duly sworn, did say that he is the Mayer of Woods Cross City, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation, by authority of a resolution adopted at a regular meeting of the ~~City Council~~ held on the 19th of May A.D. 2009, and said acknowledged to me that said municipal corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Marcee Morris
Notary Public



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

RETURNED
DEC 10 2009

E 2498895 B 4918 P 1144-1145
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/10/2009 03:42 PM
FEE \$0.00 Pgs: 2
DEPT REC'D FOR UTAH DEPT OF TRANSPORTATION

Easement
(CITY)

Tax ID No.06-049-0040

Parcel No. 0068:90:E

Davis County

Project No. STP-0068(16)68

NE-25-2N-1W

WOODS CROSS CITY, of 1555 SOUTH 800 WEST, WOODS CROSS, UT, 84087, a municipal corporation of the State of Utah, Grantor, hereby GRANTS and CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of TEN Dollars, (\$ 10.00), a perpetual easement, upon part of an entire tract of Grantor's property for the purpose of constructing and maintaining thereon public utilities and appurtenant parts thereof including, but not limited to ATMS Fiber Optic conduit, electrical service transmission lines, culinary and closed irrigation water facilities; and traffic information signs. The easement includes the right to maintain and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by UDOT. The easement shall run with the Real Property and shall be binding upon the Grantor and the Grantor successors, heirs and assigns, and includes and conveys all rights of grantor to change the vertical distance or grade of said cut and/or fill slopes. The boundaries of said parcel of land are described as follows:

A part of an entire tract of property defined in that certain Deed, Recorded as Entry 238385, Book 245 at Page 630, situate in the NW ¼ of the NE ¼ of Section 25, T.2N., R.1W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

COMMENCING at an existing brass cap monument in the intersection of said 500 South Street and 800 West Street, which bears North 89°26'14" East, a distance of 2,701.91 feet from a brass cap monument in the intersection of 500 South Street and 1100 West Street; Thence, North 89°48'46" East, a distance of 608.52 feet, along the monument line of said 500 South; Thence, South 00°11'14" East, a distance of 50.00 feet, to a point on the existing southerly right-of-way boundary line of said 500 South and the northeast corner of said entire parcel; Thence, South 00°11'14" East, a distance of 8.84 feet, along the easterly boundary line of said entire parcel to the POINT OF BEGINNING, said point also being South 577.89 feet and East 3,071.58 feet from the Northwest (NW) Corner of said Section 25 (a computed position North

89°58'26" East, a distance of 242.39 feet from a monumented Witness Corner and North 00°08'59" West, a distance of 2651.58 feet from the monumented West Quarter (W¼) Corner of said Section 25) at a point 55.0 feet perpendicularly distant southerly from centerline of said project at Engineering Station 94+49.92; Thence, continuing South 00°11'14" East, a distance of 10.00 feet, to the beginning of a non-tangent curve whose 3,735.00 foot radius bears South 01°01'42" West; Thence, westerly along said curve through an interior angle of 01°04'26" the arc length of 70.01 feet to a point on the westerly boundary line of said entire parcel; Thence, North 00°11'14" West, a distance of 15.88 feet, along said westerly boundary line; Thence, South 83°03'44" East, a distance of 51.23 feet, to the beginning of a non tangent curve whose 3,745.00 foot radius bears South 00°43'54" West; Thence, easterly along said curve through an interior angle of 00°17'36" the arc length of 19.17 feet, returning to the Point of Beginning.

Said parcel containing 847 square feet or 0.019 acres, more or less.

IN WITNESS WHEREOF, said Woods Cross City has caused this instrument to be executed by its proper officers thereunto duly authorized, this 25th day of November, A.D. 20 09.

STATE OF UTAH)

) ss.

COUNTY OF Davis)

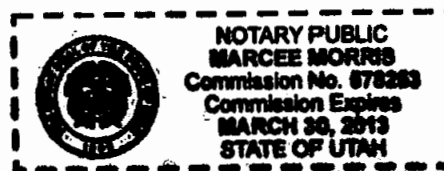
Woods Cross City

By [Signature]

On the date first above written personally appeared before me, Kent M. Parry, who, being by me duly sworn, did say that he is the Mayor of Woods Cross City, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority of a resolution adopted at a regular meeting of the City Council held on the 19th of May, A.D. 20 09, and said Kent M. Parry acknowledged to me that said municipal corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Marcie Morris
Notary Public



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

RETURNED
JUN 17 2009

E 2460123 B 4799 P 1243-1244
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/17/2009 01:23 PM
FEE \$0.00 Pgs: 2
DEP RT REC'D FOR UTAH DEPARTMENT O
F TRANSPORTAT

Warranty Deed

Tax ID No.06-049-0040

Parcel No. 0068:90

Davis County

Project No. STP-0068(16)68

WOODS CROSS CITY, of 1555 SOUTH 800 WEST, WOODS CROSS, UT, 84087, Grantor, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Ten ⁷/₁₀₀ Dollars (\$ 10), 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 improvement and the widening of the existing highway State Route 68 also known as 500 South Street Project No. STP-0068(16)68, being part of the Grantor's property defined in that certain Special Warranty Deed, Recorded Jan. 26, 1987, as Entry 770034, Book 1139 at Page 370, situate in the NW ¼ of the NE ¼ of Section 25, T.2N., R.1W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

COMMENCING at an existing brass cap monument in the intersection of said 500 South Street and 800 West Street, which bears North 89°26'14" East, a distance of 2,701.91 feet from a brass cap monument in the intersection of 500 South Street and 1100 West Street; Thence, North 89°48'46" East, a distance of 608.52 feet, along the monument line of said 500 South; Thence, South 00°11'14" East, a distance of 50.00 feet, to a point on the existing southerly right-of-way boundary line of said 500 South, the northeast corner of said entire parcel and the POINT OF BEGINNING, said point also being South 569.05 feet and East 3,071.55 feet from the Northwest (NW) Corner of said Section 25 (a computed position North 89°58'26" East, a distance of 242.39 feet from a monumented Witness Corner and North 00°08'59" West, a distance of 2651.58 feet from the monumented West Quarter (W¼) Corner of said Section 25) at a point 46.16 feet perpendicularly distant southerly from centerline of said project at Engineering Station 94+49.74; Thence, South 00°11'14" East, a distance of 8.84 feet, along the easterly boundary line of said entire parcel, to the beginning of a non-tangent curve whose 3,745.00 foot

Continued on Page 2

radius bears South 01°01'30" West; Thence, westerly along said curve through an interior angle of 00°17'36" the arc length of 19.17 feet; Thence, North 83°03'44" West, a distance of 51.23 feet, to a point on the westerly boundary line of said entire parcel; Thence, North 00°11'14" West, a distance of 2.13 feet, along said westerly boundary line to a point on said southerly right-of-way boundary line of 500 South; Thence, North 89°48'46" East, a distance of 70.00 feet, along said southerly right-of-way boundary line, returning to the Point of Beginning.

Said parcel containing 435 square feet or 0.010 acres, more or less.

WITNESS, the hand of said Grantor, this 28th day of May, A.D. 20 09.

Signed in the presence of:

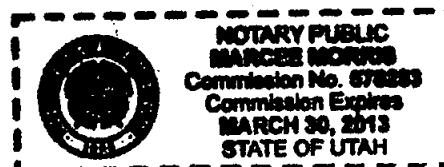
Kent M. Parry

STATE OF Utah)
) ss.
COUNTY OF Davis)

Kent M. Parry

On the date first above written personally appeared before me, Kent M. Parry, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

Marcee Morris
Notary Public



RETURNED
JUN 17 2009

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

E 2460122 B 4799 P 1241-1242
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/17/2009 01:23 PM
FEE \$0.00 Pgs: 2
DEP RT REC'D FOR UTAH DEPARTMENT O
F TRANSPORTAT

Easement

(INDIVIDUAL)

Tax ID. 06-049-0040

Parcel No.0068:90:E

Davis County

Project No. STP-0068(16)68

WOODS CROSS CITY, of 1555 SOUTH 800 WEST, WOODS CROSS, UT, 84087, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Ten ~~7~~ ⁷/₁₀₀ Dollars (\$ 10.00), a perpetual easement, upon part of an entire tract of Grantor's property for the purpose of constructing and maintaining thereon public utilities and appurtenant parts thereof including, but not limited to ATMS Fiber Optic conduit, electrical service transmission lines, culinary and closed irrigation water facilities; and traffic information signs. The easement includes the right to maintain and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by UDOT. The easement shall run with the Real Property and shall be binding upon the Grantor and the Grantor successors, heirs and assigns, and includes and conveys all rights of grantor to change the vertical distance or grade of said cut and/or fill slopes. The boundaries of said parcel of land are described as follows:

A part of an entire tract of property defined in that certain Special Warranty Deed, Recorded Jan. 26, 1987, as Entry 770034, Book 1139 at Page 370, situate in the NW ¼ of the NE ¼ of Section 25, T.2N., R.1W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

COMMENCING at an existing brass cap monument in the intersection of said 500 South Street and 800 West Street, which bears North 89°26'14" East, a distance of 2,701.91 feet from a brass cap monument in the intersection of 500 South Street and 1100 West Street; Thence, North 89°48'46" East, a distance of 608.52 feet, along the monument line of said 500 South; Thence, South 00°11'14" East, a distance of 50.00 feet, to a point on the existing southerly right-of-way boundary line of said 500 South and the northeast corner of said entire parcel; Thence, South 00°11'14" East, a distance of 8.84 feet, along the easterly boundary line of said entire parcel to the POINT OF BEGINNING, said point also being South 577.89 feet and East 3,071.58

Continued on Page 2

feet from the Northwest (NW) Corner of said Section 25 (a computed position North 89°58'26" East, a distance of 242.39 feet from a monumented Witness Corner and North 00°08'59" West, a distance of 2651.58 feet from the monumented West Quarter (W¼) Corner of said Section 25) at a point 55.0 feet perpendicularly distant southerly from centerline of said project at Engineering Station 94+49.92; Thence, continuing South 00°11'14" East, a distance of 10.00 feet, to the beginning of a non-tangent curve whose 3,735.00 foot radius bears South 01°01'42" West; Thence, westerly along said curve through an interior angle of 01°04'26" the arc length of 70.01 feet to a point on the westerly boundary line of said entire parcel; Thence, North 00°11'14" West, a distance of 15.88 feet, along said westerly boundary line; Thence, South 83°03'44" East, a distance of 51.23 feet, to the beginning of a non-tangent curve whose 3,745.00 foot radius bears South 00°43'54" West; Thence, easterly along said curve through an interior angle of 00°17'36" the arc length of 19.17 feet, returning to the Point of Beginning.

Said parcel containing 847 square feet or 0.019 acres, more or less.

WITNESS, the hand of said Grantor, this 28th day of May, A.D. 20 09.

Signed in the presence of:

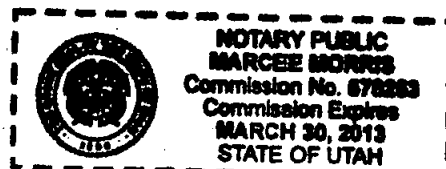
Kent M. Parry

STATE OF Utah)
) ss.
COUNTY OF Davis)

[Signature]

On the date first above written personally appeared before me, Kent M. Parry, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

Marcee Morris
Notary Public



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

Quit Claim Deed

(CITY)
Davis County

Tax ID No. 06-049-0212

PIN No. 19854

Project No. S-R199(343)

Parcel No. R199:2021

Woods Cross City, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS 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, being part of an entire tract of property, situate in the NW1/4 NE1/4 of Section 25, Township 2 North, Range 1 West, Salt Lake Base and Meridian, for the widening of existing I-15, known as Project No. S-R199(343). The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing southerly highway right of way line of SR-68 (500 South) and the easterly boundary line of said entire tract, which point is 573.28 feet S.00°12'48"E. along the Section line and 3070.31 feet East (Record South 569.05 feet and East 3,071.55 feet) from the Northwest corner of said Section 25; and running thence S.00°16'24"E. (Record South) 3.76 feet along said easterly boundary line to a point 54.47 feet perpendicularly distant southerly from the 500 South right of way control line of said Project, opposite approximate Engineers Station 12+60.42; thence N.83°44'02"W. 70.46 feet to the westerly boundary line of said entire tract at a point 46.25 feet perpendicularly distant southerly from said right of way control line, opposite approximate Engineers Station 11+90.44; thence N.00°16'24"W. (Record North) 2.45 feet along said westerly boundary line to said existing southerly highway right of way line; thence along said existing southerly highway right of way line the following two (2) courses and distances: (1) thence S.83°08'54"E. (Record S.83°03'44"E.) 51.23 feet to a point of curvature of a non-tangent curve to the right with a radius of 3745.00 feet; (2) thence easterly along said curve with an arc length of 19.17 feet, chord bears S.89°12'28"E. 19.17 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.

Note: Above bearings equal NAD83 Highway bearings

By _____

Notary Public

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

Temporary Easement

(CITY)

Davis County

Tax ID No. 06-049-0212

PIN No. 19854

Project No. S-R199(343)

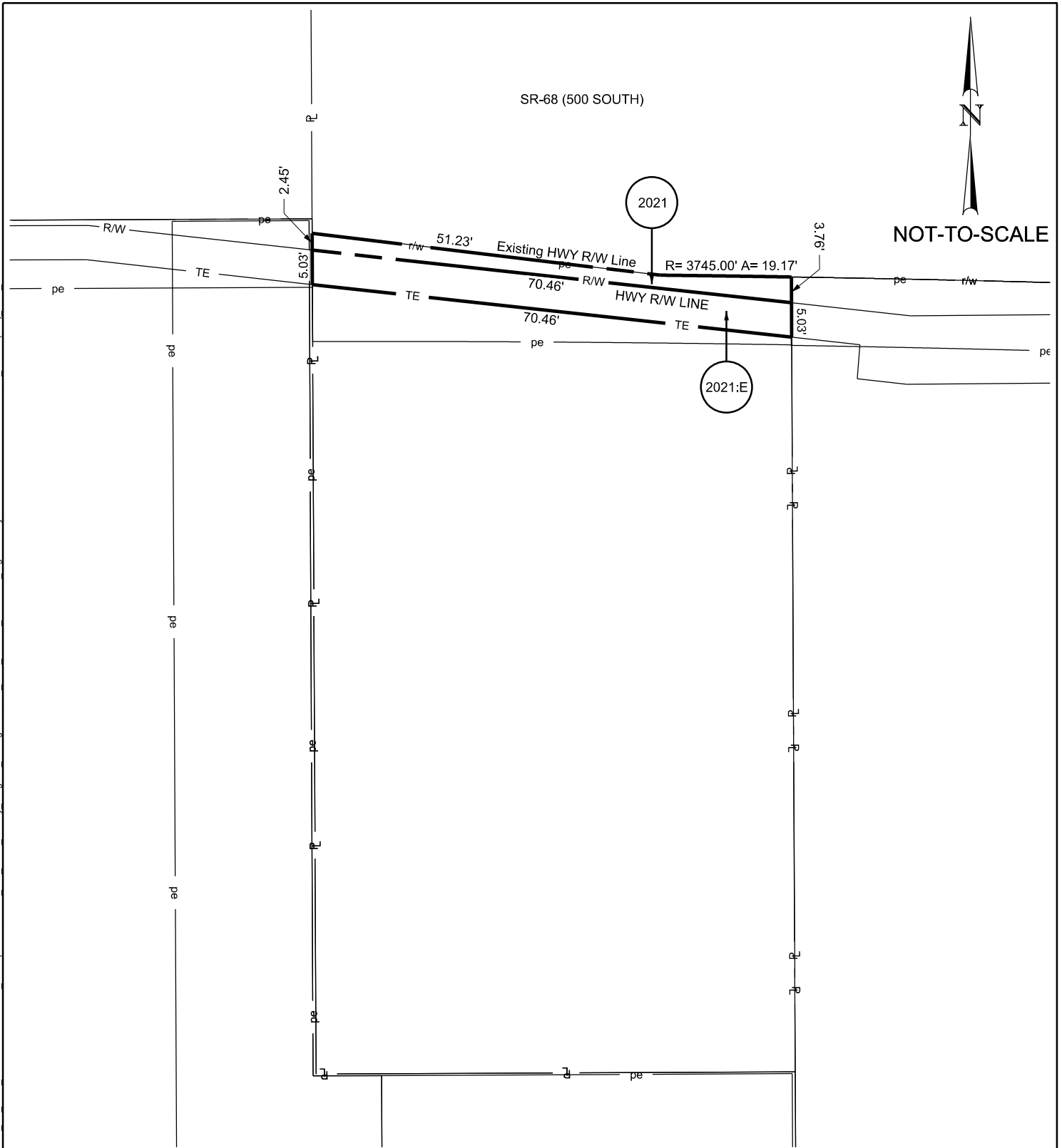
Parcel No. R199:2021:E

Woods Cross 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 NW1/4 NE1/4 of Section 25, Township 2 North, Range 1 West, Salt Lake Base and Meridian, to facilitate the widening of 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 nonexclusive 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 are described as follows:

Beginning at the intersection of the southerly highway right of way line of SR-68 (500 South) of said Project and the easterly boundary line of said entire tract, which point is 573.28 feet S.00°12'48"E. along the Section line and 3070.31 feet East and 3.76 feet S.00°16'24"E from the Northwest corner of said Section 25; and running thence S.00°16'24"E. (Record South) 5.03 feet along said easterly boundary line to a point 59.50 feet perpendicularly distant southerly from the 500 South right of way control line of said Project, opposite approximate Engineers Station 12+60.40; thence N.83°44'02"W. 70.46 feet to the westerly boundary line of said entire tract at a point 51.28 feet perpendicularly distant southerly from said right of way control line,

DGN File: pwr/pwhdruswes01:HDR US West 01/Documents/UDOT Headquarters/UDOT I-15 Davis County Program Management/6.0 CAD BIM/6.2 WIP/6.2.4 Right-of-Way/ROW Sheet Files/Exhibits/19854 S-R199(343) 2021 Exhibit



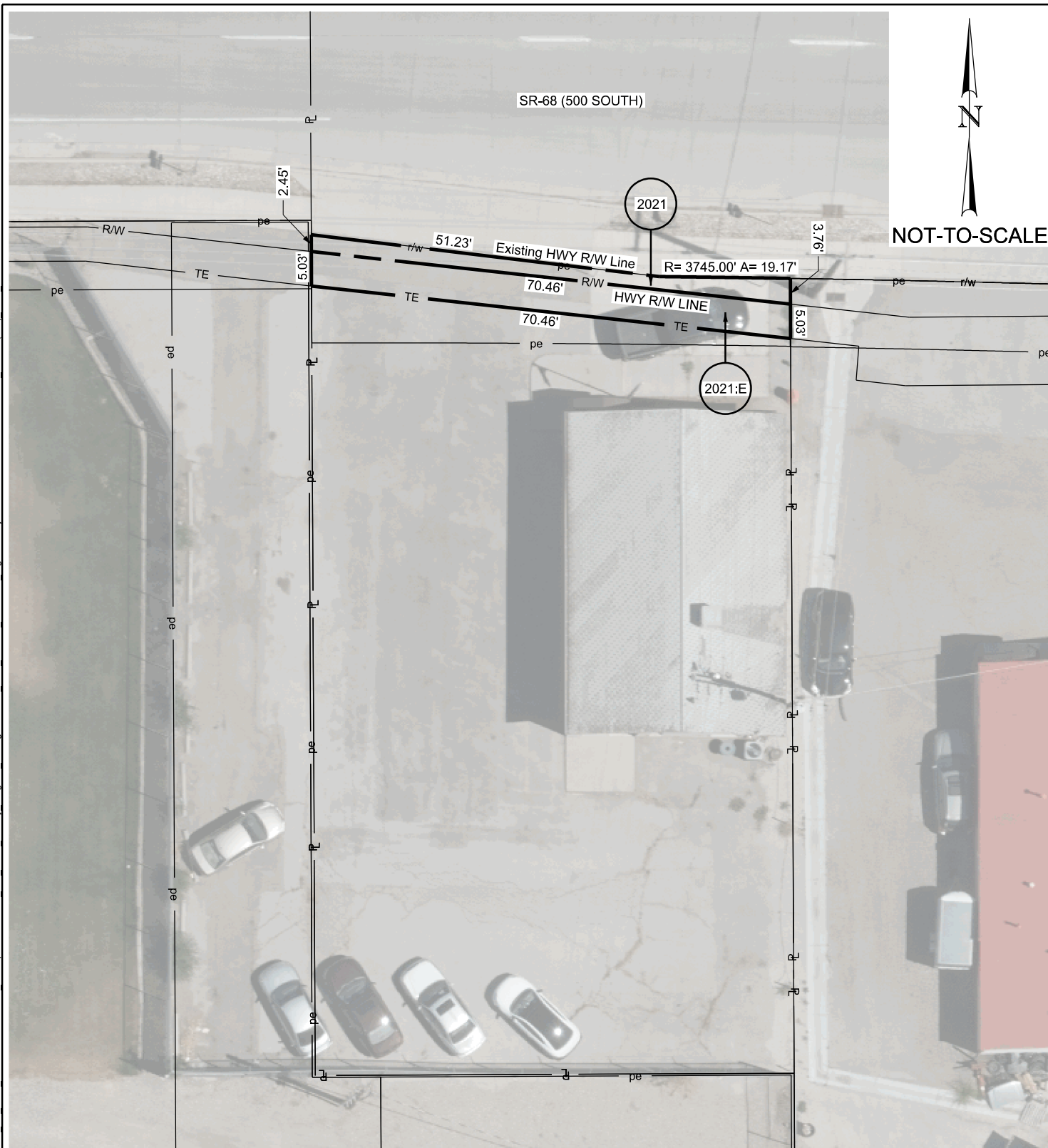
PARCEL NO.	OWNER	ACRES	SQ FT	EXIST. R/W AC. IN DEED	OWNERSHIP ACRES	REMAINING AC. LEFT	REMAINING AC. RIGHT
2021	WOODS CROSS CITY	0.004	166		0.191	NONE	0.187
2021:E	WOODS CROSS CITY	0.008	352			TEMPORARY	

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

SHEET NO.	2021-EXHIBIT	PARTIAL SUMMARY NO.	23P	PROPERTY OWNER:	WOODS CROSS CITY
PROJECT	I-15 RECONSTRUCTION; FARMINGTON TO SALT LAKE CITY			PROPERTY ADDRESS:	735 WEST 500 SOUTH, WOODS CROSS
PROJECT NUMBER	S-R199(343)	PIN	19854	UTAH DEPARTMENT OF TRANSPORTATION HORROCKS	

14-FEB-2025

DGN File: pwr/pwrhdruvses01:HDR US West 01/Documents/UDOT Headquarters/UDOT I-15 Davis County Program Management/6.0 CAD BIM/6.2 WIP/6.2.4 Right-of-Way/ROW Sheet Files/Exhibits/19854 S-R199(343) 2021 Exhibit



PARCEL NO.	OWNER	ACRES	SQ FT	EXIST. R/W AC. IN DEED	OWNERSHIP ACRES	REMAINING AC.	
2021	WOODS CROSS CITY	0.004	166		0.191	NONE	0.187
2021:E	WOODS CROSS CITY	0.008	352			TEMPORARY	

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

SHEET NO.	2021-EXHIBIT	PARTIAL SUMMARY NO.	23P	PROPERTY OWNER:	WOODS CROSS CITY
PROJECT	I-15 RECONSTRUCTION; FARMINGTON			PROPERTY ADDRESS:	735 WEST 500 SOUTH, WOODS CROSS
	TO SALT LAKE CITY			UTAH DEPARTMENT OF TRANSPORTATION HORROCKS	
PROJECT NUMBER	S-R199(343)	PIN	19854		

14-FEB-2025

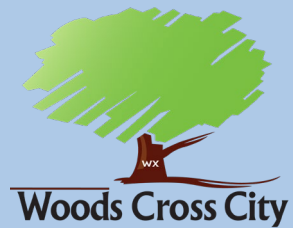
Action Items

Staff Reports

Public Works Department Report

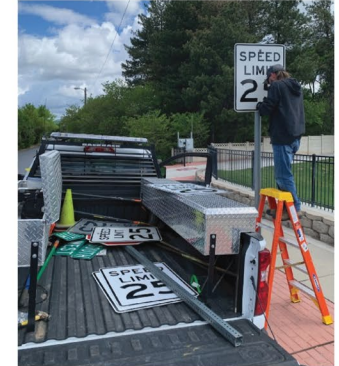
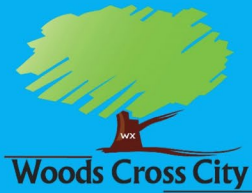
June 30, 2025

Sam Christiansen 

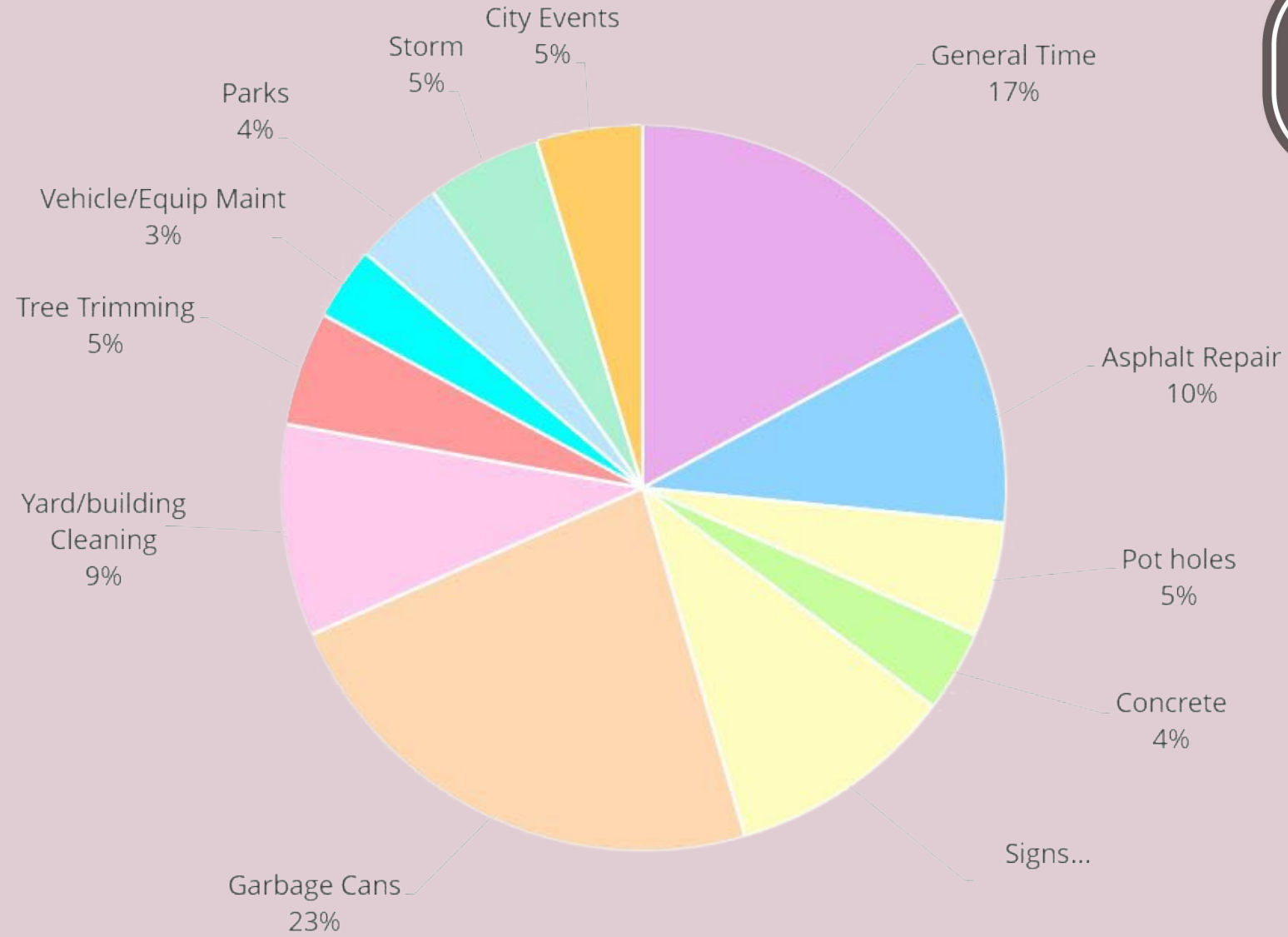


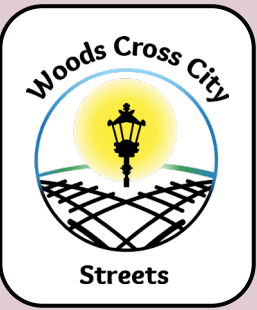


Public Works Week 2025 Woods Cross Runs On Public Works

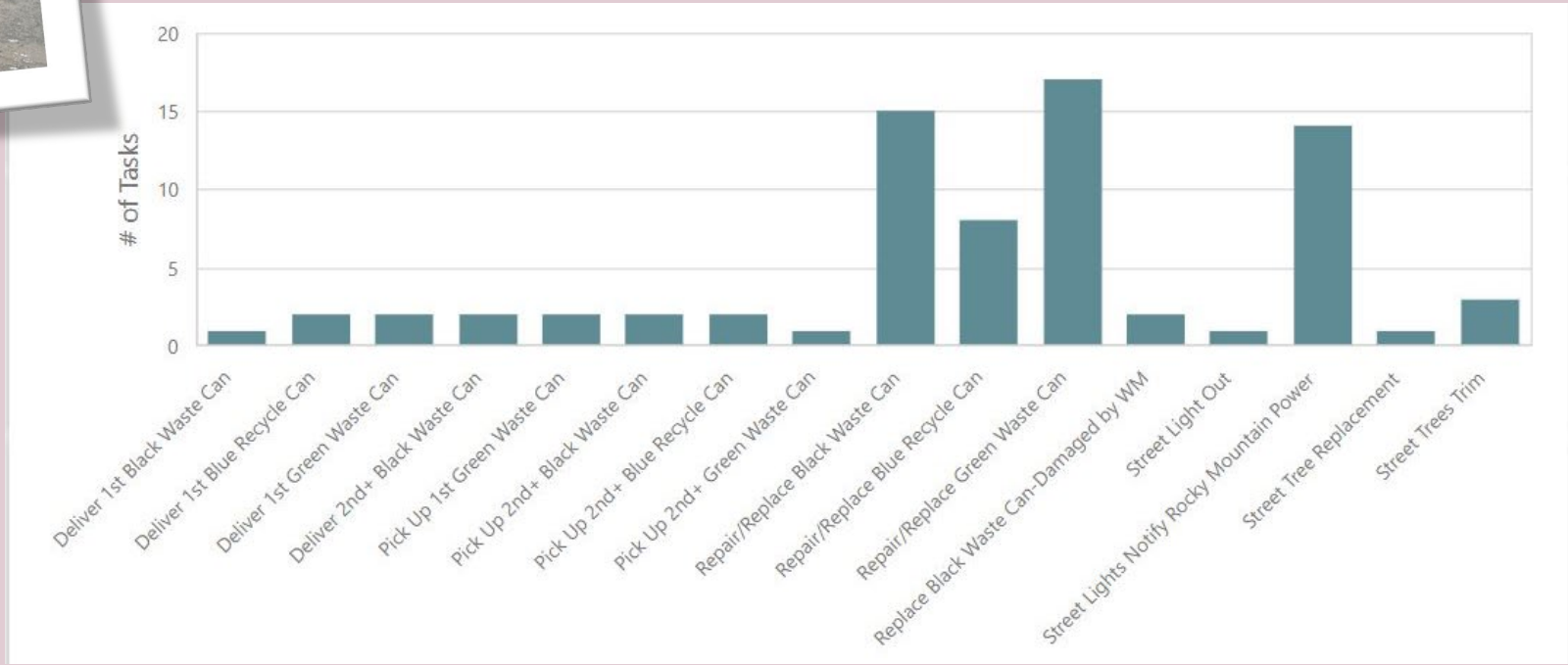
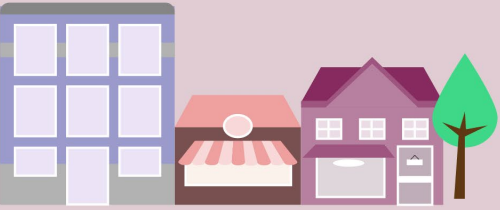
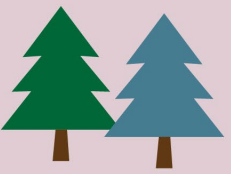


Street June 2025



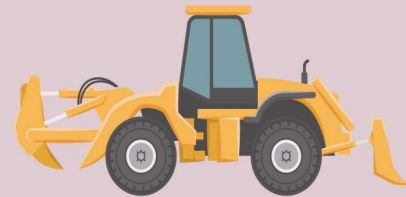
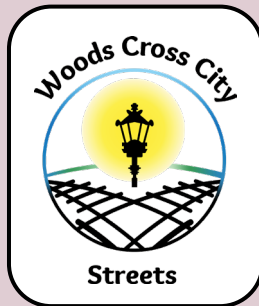


June Street Tasks

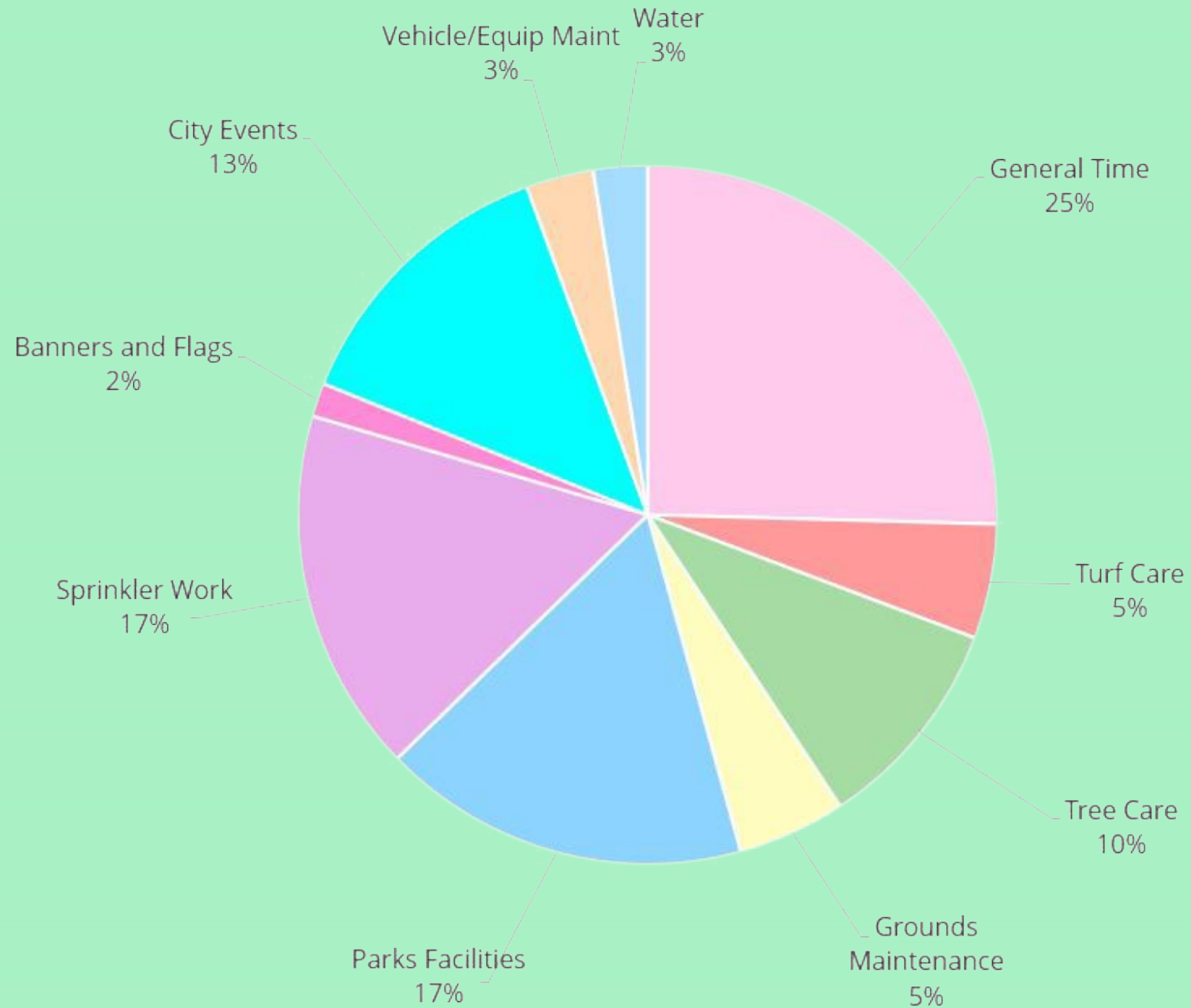


June Street Tasks

- Asphalt patching
- Weed spraying
- Street light survey
- Manhole collars repaired in Farm Meadows
- Replacing concrete, curb & gutter, sidewalks
- Trimming street trees
- Garbage can workorders
- Repairing old garbage cans, salvaging parts
- Filling potholes
- Fixing/replacing street signs
- Yard/building maintenance
- Planted some new street trees

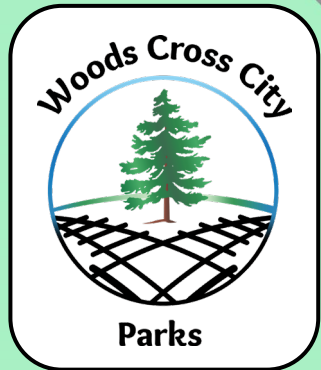


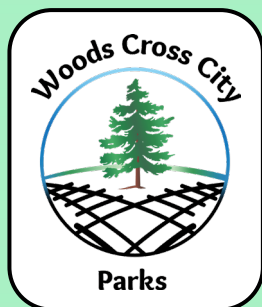
Parks June 2025



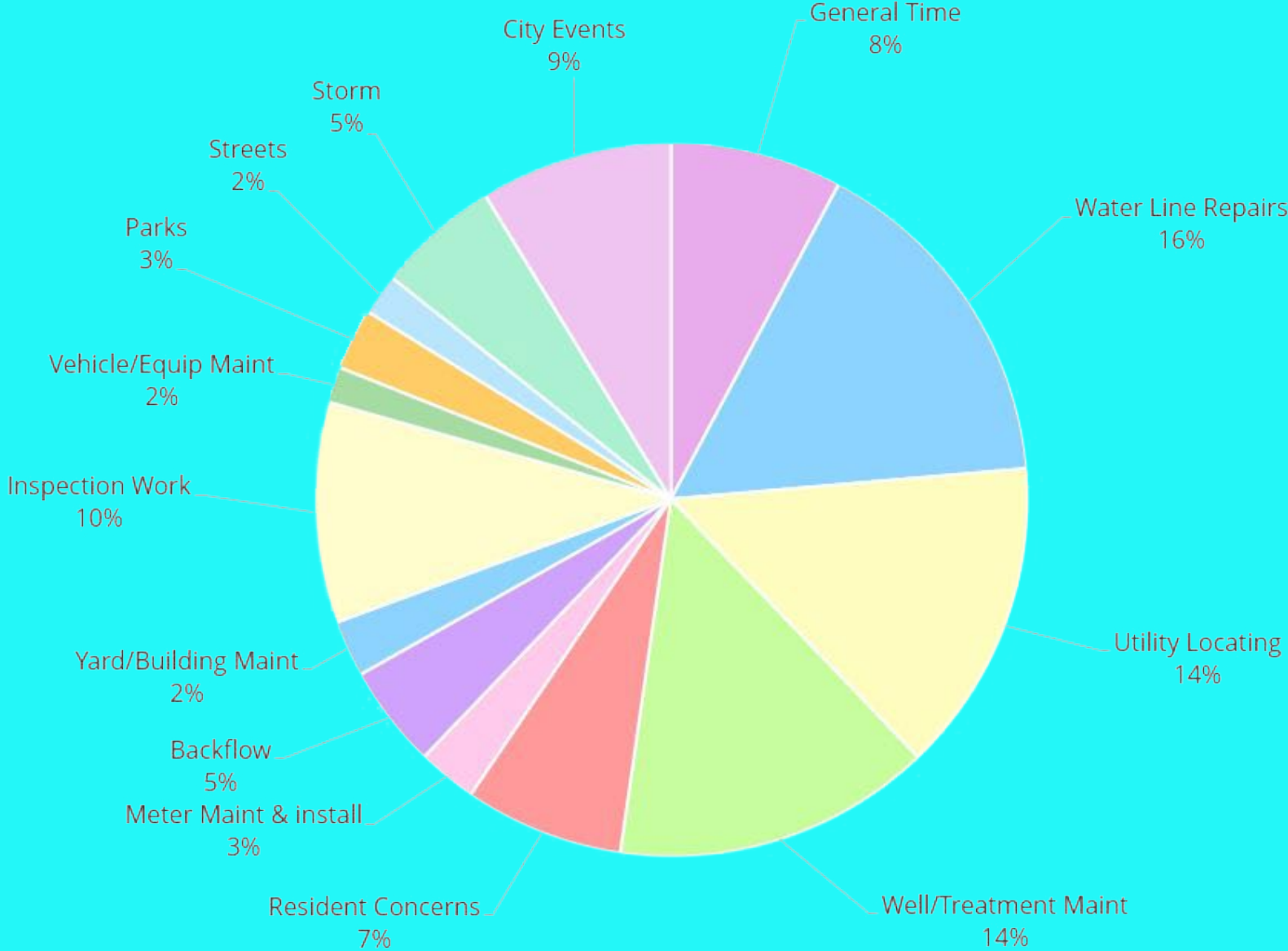
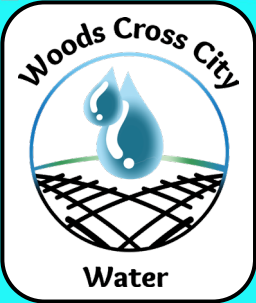
June Parks Tasks

- Infield dragging
- Sprinkler repairs @ Well #1
- Restroom cleaning
- 5 Drinking fountains checked & sprayed
- 6 Pavilions washed
- Tree trimming
- Blue house work (South of City Hall)
- Dog pots & garbage cans
- Mow Luna's (Mills Annex)
- Old City Shops Landscaping work
- Recover the Pitching mound
- 2600 Entrance work
- Playground inspections
- Gopher baiting
- Weed spray & fence spray
- Second mowing
- Building maintenance
- City Hall reservations



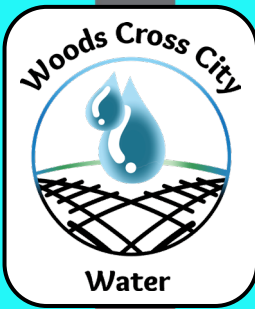
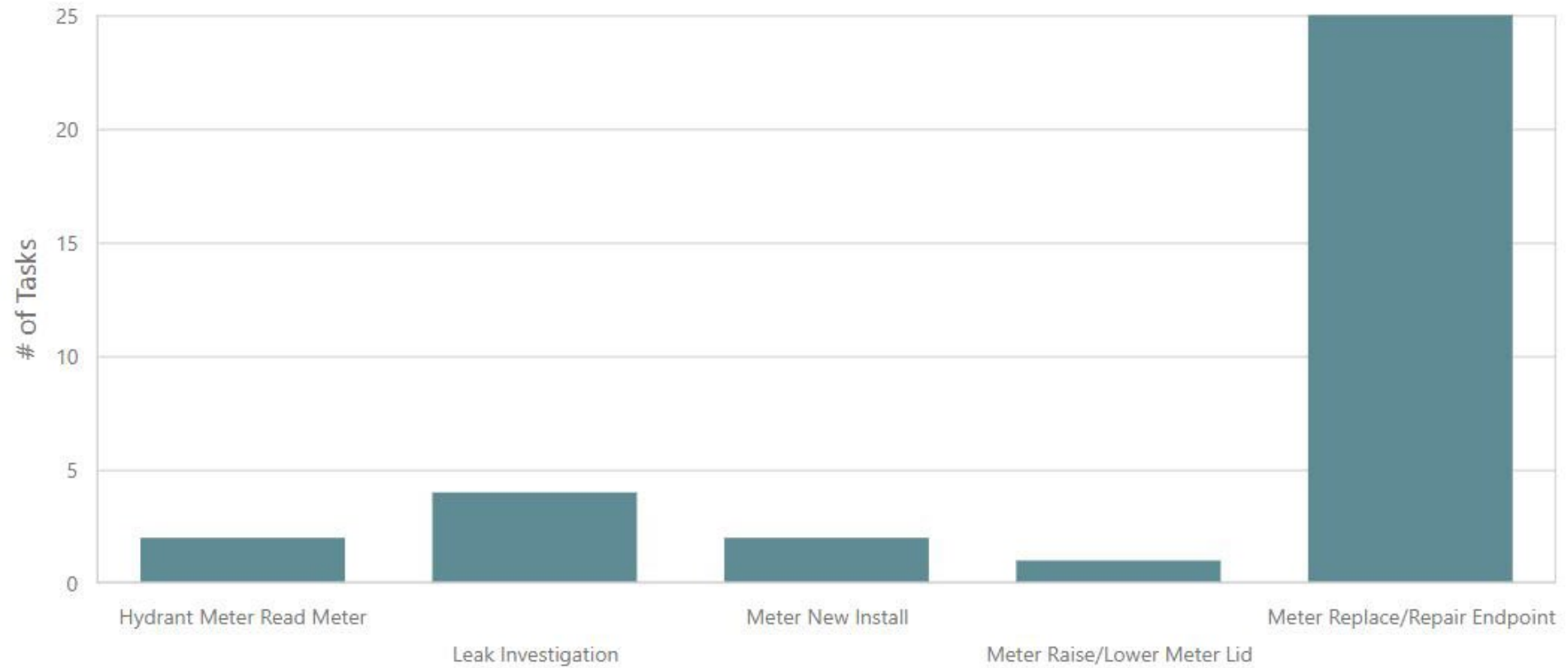


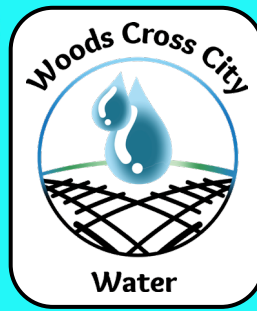
Water June 2025



June Water Tasks

Number of Tasks by Task Type





June Water Tasks

- 121 Bluestakes
- 4 water leaks
- 7 after hours call outs
- 5 SWPPP sites
- Sanitary Survey Deficiencies (on-going)
- Replaced chlorine injection lines
- Replaced plumbing on chlorine brine tank
- Reservoir/basin maintenance and mowing
- Storm drain work @ 1600 S reservoir
- Sinkhole east of WX High School
- Capped wood pipe on 1500 S by Well 1
- Subsurface drain in Field Crest subdivision





In the Works

- West Legacy Trail concerns
 - Davis County has the proposed solution in consideration
 - Hopefully, a spring 2025 decision
- Development Review Committee
- Transportation Master Plan update in process
- State Water/Storm Water Infrastructure grant application
- The Reuse Plan application is still in process at the State Engineer's office.
- Public works support of Summer Rec is underway.

Projects Not Listed On Previous Slides

- 1100 W 2100 S to 2600 S Widening
 - Project management is transitioning to UDOT as per the terms of the grant award.
- 1100 W Waterline to begin in July
- Well, 3 Rehab and water reservoir are in design.
- PFAS/PFOS Class action lawsuit settlement of \$199,999.60, less attorney and misc fees paid over 8 years for the 3M settlement. We have received the first payment.
- Well 5 HVAC replacement is nearing completion
- Ordered Shade shelter for Dog Park for \$23,360 on state contract. NSL is in the mid-process of fence installation and concrete work.

Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: June 26, 2025

Re: City Administrator Report for July 1, 2025 Council Meeting



-
1. Working with staff on the water projects cost estimate and future bonding.
 2. Met with staff on annual wage data and merit increases based on adopted budget and wage scales.
 3. Submitted data to the Utah State Tax Commission and Davis County regarding Truth in Taxation process for 2025.
 4. The Mayor and I met with UDOT staff to discuss upcoming I-15 widening project and the recent decision to add third lane to Legacy Parkway to relieve traffic congestion on I-15 during construction.
 5. Staff attended the annual safety meeting training and luncheon taught by our HR/Risk Management Director, Cass Hart.
 6. Attended the FrontRunner Doubletrack meeting for neighbors that boarder the railway line. About 30 people attended and were able to speak to UDOT engineers and HDR, the company responsible for property acquisition and public relations.

Upcoming Calendar of Event – Please see LaCee’s Community Service Report in the council packet.

Council Reports Directions to Staff