



FRUIT HEIGHTS CITY COUNCIL MEETING AGENDA

Notice is hereby given that the Fruit Heights City Council will hold a regular meeting at 7:00pm on **August 5, 2025**, at Fruit Heights City Hall, 910 South Mountain Road Fruit Heights City Utah.

Fruit Heights City is now streaming City Council Meetings on its YouTube Channel. Please follow us at <https://www.youtube.com/@fruitheightscity9716/streams>

1. CALL TO ORDER: Mayor John Pohlman

- 1.1 Pledge of Allegiance (Mark)
- 1.2 Prayer or Thought (Shon)
- 1.3 Roll call (Hailee)
- 1.4 Training (Eileen)

2. DECLARATION OF CONFLICT(S) OF INTEREST

3. PUBLIC COMMENT PERIOD

The public may address the City Council regarding issues that are or are not on the agenda. Please limit comments to 3 minutes. Please state your name and address of residence for the record. **No actions may be taken on items not specifically listed on the agenda.**

4. PRESENTATIONS

- 4.1 YCC Report
- 4.2 Mr. & Mrs. Kite request to speak before council city ordinances (allotted 10 minutes)

5. DISCUSSION ITEMS

Discussion items to be considered.

- 5.1 Ordinance Title 10-16-10 political signs
- 5.2 Sales of 2 Parcels Located at Approx. Main Street and Highway 89 to UDOT.
- 5.3 Fraud Risk Assessment
- 5.4 Water Conservation Plan 2025

6. ACTION ITEMS

- 6.1 Approve/Deny Sale of 2 Parcels Located at Approx. Main Street and Highway 89 to UDOT.
- 6.2 Approve July 15, 2025, City Council Minutes

7. TABLED ITEMS

8. CALENDAR ITEMS

- 8.1 August 19, 2025, City Council Meeting
- 8.2 August 21-23, 2025, Quilt Show
- 8.3 August 22-23, 2025, Chalk Art Festival
- 8.4 August 23, 2025, Founders' Day
- 8.3 August 26, 2025, Planning Commission Meeting.

9. PAST DISCUSSION ITEMS

- 9.1 E-Bikes and motor vehicle

10. COUNCIL REPORT

11. MAYOR REPORT

12. STAFF REPORT

13. CLOSED SESSION

The City Council may vote to discuss matters in a closed session for reasons allowed by law, including, but not limited to, the provisions of Utah Code § 52-4-205 of the Open and Public Meetings Act, and for attorney-client matters that are privileged pursuant to Utah Code § 78B-1-137.

14. ADJOURNMENT

CERTIFICATE OF POSTING

I HEREBY CERTIFY that this notice and agenda was posted at Fruit Heights City Hall, on the City's website, www.fruitheightscity.com, as well as posted on the Utah State Public Notice website in accordance with the requirements of the Utah Open and Public Meetings Act, including, but not limited to, provisions of Utah Code § 52-4-202.

Hailee Ballingham

Hailee Ballingham - Deputy Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact the Fruit Heights City Manager, Darren Frandsen at (801)546-0861 at least 24 hours prior to the meeting.

Helpful Links.

Fruit Heights City Website: <https://www.fruitheightscity.com/>

Fruit Heights City YouTube Channel: <https://www.youtube.com/channel/UCalqHYd0U5RCpaDo8rquABw>

Fruit Heights City Facebook Page: <https://www.facebook.com/FruitHeightsCityGovernment>

10-16-10: POLITICAL SIGNS: Sign permits are not required for political signs. Notwithstanding anything to the contrary contained in this chapter, the following provisions shall apply only to political signs erected out of doors:

A. Location And Type:

1. Political signs are permitted in single-family residential districts only upon lots in which a residence is located without prior approval of the ~~building~~ **zoning** department, provided that permission has been obtained from the property owner(s). If permission has not been obtained from the property owner(s) and the sign is within the owner's legal property rights and boundaries, the owner(s) of the property may remove the sign and contact the ~~city~~ **candidate** to have the sign picked up. ~~Upon notification to the city, the zoning administrator or authorized agents shall immediately notify by telephone the candidate, committee, or person responsible for the posting of such sign in violation of this section, indicating the location of the sign and that the sign shall be removed within twenty-four (24) hours. After that time the sign can be destroyed. .~~ **Fruit Heights will provide areas of city property that political signs may be posted. See Exhibit A**
2. The dimensions of such signs shall not exceed a maximum area of twelve (12) square feet and four feet (4') in height, and further provided that only one sign per office or measure shall be placed upon that lot or parcel of land regardless of the size of such parcel.
3. Political signs shall be temporary, stationary, and unlighted.
4. No political signs may be erected earlier than ~~thirty (30)~~ **forty-five (45)** days before the election to which it relates.
 - a. When a primary election is required for a public office, signs for candidates seeking election may be displayed ~~thirty (30)~~ **forty-five (45)** days in advance of the primary election. Candidates successful in the primary election may leave their signs in place for the upcoming general election.
 - b. When a primary region or national election is required for a public office, signs for candidates seeking election may be displayed forty-five (45) days in advance of the primary election. Candidates successful in the primary election may leave their signs in place for the upcoming general election.
 - c. Signs for referenda or initiatives that are held in conjunction with regularly scheduled elections shall be limited to thirty (30) calendar days preceding the election.
 - d. Signs for any special election shall be limited to a period immediately preceding the election of seven (7) calendar days.
5. Political signs shall not be attached to any utility pole, fence, tree or other vegetation

in any public right of way.

6. Political signs shall not be erected in such a manner that they will or reasonably may be expected to interfere with, obstruct, confuse, or mislead traffic.
 7. Political signs shall be self-contained and freestanding and shall not be attached to any structure, except that the sign may be placed in a window.
 8. Political signs may not be located on trees or lawn owned by the city or on any property owned, leased, maintained, or operated by the city **except those areas provided in exhibit A.**
 9. Political signs are not allowed on medians or in park strips.
- B. Responsible Person: In a campaign for elective office, the candidate for such office shall be deemed the person responsible for the posting of campaign signs, unless the candidate first notifies the city recorder and the zoning administrator of another person who is responsible. In such case, the candidate shall provide the name, address, telephone number, and signed consent of such other responsible person. In a campaign regarding a ballot measure, the president of the committee supporting or opposing such ballot measure shall be deemed responsible, unless said person first notifies the city recorder and zoning administrator of some other person responsible, in the manner described above. The candidate, or in the case of a ballot measure, the committee president or other responsible person if so designated, shall be liable to pay any fees or costs for the removal and storage of illegal signs, as set out herein. Further, such candidate, committee president, or other designated person, shall be subject to prosecution for any violation of this chapter.
- C. Removal Of Illegal Signs:
1. Illegal Signs, Public Nuisance: Campaign signs in violation of this section are hereby declared to be public nuisances and may be abated as such by the city. The collection of removal fees shall not preclude the city from prosecuting any person for violating this chapter.
 2. Removal Of Illegal Campaign Signs: The zoning administrator or authorized agents are authorized to remove any campaign sign found posted within the corporate limits of the city when such sign is in violation of the provisions of this section. For the purpose of removing campaign signs, the zoning administrator or authorized agents are empowered to take all steps necessary to remove the unauthorized sign including, but not limited to, enlisting the aid or assistance of any other department of the city and to secure legal process to the end that all such signs shall be expeditiously removed from any property where posted.
 3. Notice: ~~Upon discovery, the zoning administrator or authorized agents shall immediately notify by telephone the candidate, committee, or person responsible for the posting of any sign in violation of this section, indicating the location of the sign~~

~~and that the sign must be removed within five (5) working days.~~ If the address or phone number of the person responsible for the violating sign is not known, the sign shall be removed under the provisions as set forth in subsection C2 of this section.

4. Storage And Return: ~~If after the five (5) day notice has been given under subsection C3 of this section, any campaign sign has not been removed,~~ the zoning administrator or authorized agents shall remove said campaign sign and keep a record of the location from which the sign was removed. He/she shall store the sign in a safe location for at least ~~thirty (30)~~ **five (5)** days. The zoning administrator or authorized agents shall return any campaign sign upon the payment of the fee provided in subsection E of this section.
 5. Signs shall not be allowed and shall be removed when they are attached to any regulatory sign. These shall include, but will not be limited to stop signs, yield signs, speed limit signs, caution signs and school crossing signs.
- D. Postelection Sign Removal: The person, party, or parties responsible for the erection or distribution of any such signs shall be jointly and severally liable for the removal of them within five (5) calendar days after the election to which they refer.
- E. Charge For Sign Removal: Failure to remove signs within the specified time limit may require city officials to remove the signs. Each candidate found not to have substantially complied with the removal of the signs shall be charged for staff time and expense of sign removal. Such charge shall not be less than two dollars fifty cents (\$2.50) per sign removed. This charge applies to both subsections C and D of this section and will be deducted from the deposit held by the city.
- F. Signs In Public Right of Way:
1. Placement of signs is encouraged within private property. Fruit Heights will provide areas in the city for placement of political signs (see map) exhibit A. Any sign placed in public right of way is subject to removal by city staff. When signs are removed for this reason, ~~the responsible party shall be notified of the reason for the removal and the location.~~ The sign will be made available for five (5) calendar days to be picked up. After that time, it will be destroyed.
- G. Destruction Of Political Signs: Wanton destruction of political signs shall constitute a class C misdemeanor and shall be punishable in accordance with other personal property destruction statutes. (Ord. 2006-01, 1-17-2006)

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2. The dimensions of such signs shall not exceed a maximum area of twelve (12) square feet and four feet (4') in height, and further provided that only one sign per office or measure shall be placed upon that lot or parcel of land regardless of the size of such parcel.
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 2. Removal Of Illegal Campaign Signs: The zoning administrator or authorized agents are authorized to remove any campaign sign found posted within the corporate limits of the city when such sign is in violation of the provisions of this section. For the purpose of removing campaign signs, the zoning administrator or authorized agents are empowered to take all steps necessary to remove the unauthorized sign including, but not limited to, enlisting the aid or assistance of any other department of the city and to secure legal process to the end that all such signs shall be expeditiously removed from any property where posted.
 3. Storage And Return: The zoning administrator or authorized agents shall remove said campaign sign and keep a record of the location from which the sign was removed. He/she shall store the sign in a safe location for at least five (5) days. The zoning administrator or authorized agents shall return any campaign sign upon the payment of the fee provided in subsection E of this section.

4. Signs shall not be allowed and shall be removed when they are attached to any regulatory sign. These shall include, but will not be limited to stop signs, yield signs, speed limit signs, caution signs and school crossing signs.
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EXHIBIT A

Campaign Sign Locations

The following locations have been designated as approved areas for the placement of campaign signs within Fruit Heights City. Signs located outside of these approved areas are subject to removal by city staff.

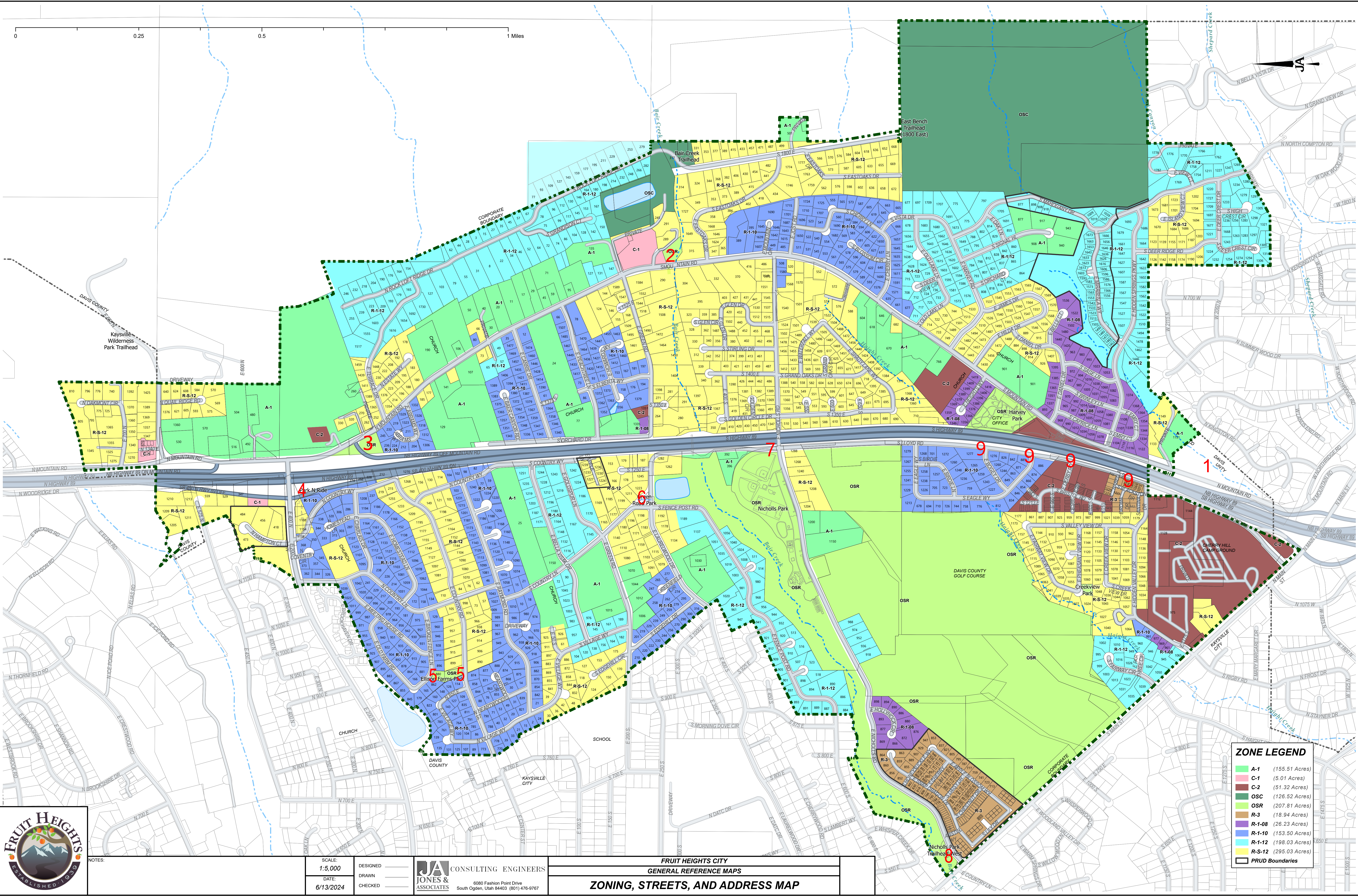
Important Guidelines:

- Only **one double-sided sign** is permitted at each approved location.
 - **Signs may not be placed on or attached to the poles** of the Fruit Heights Information Centers located throughout the city.
1. **South Mountain Road** – Around the "City of Good Neighbors" sign.
 2. **Mountain Road (Waterfall Area)** – Signs must be placed above the rock retaining wall near the waterfall.
 3. **North Mountain Road** – West side of the road, along the detention basin area.
 4. **UTA Park & Ride Lot** – Located on the west side of Hwy 89 and south of 400/200 North. Signs may be placed in the zeroscape areas.

5. **Ellison Park** – Located at 880 E. Broken Fence Lane and 891 E. Country Road. One sign is permitted on each side of the park.
6. **Corner of Green Road and Laurelwood Drive** – Northeast corner of the intersection.
7. **Corner of Nicholls Road and Lloyd Road** – On the fence along the west side of the road.
8. **Nicholls Road & Main Street Parking Lot** – Signs may be placed in the zeroscape area.

9. **Lloyd Road (along the sound wall):**

One double-sided sign may be placed within one of the 2'x2' gravel box squares located along the full length of Lloyd Road



NOTES:

SCALE:	1:5,000
DATE:	6/13/2024
DESIGNED:	
DRAWN:	
CHECKED:	

JA
JONES & ASSOCIATES
6080 Fashion Point Drive
South Ogden, Utah 84403 (801) 476-9767

FRUIT HEIGHTS CITY
GENERAL REFERENCE MAPS
ZONING, STREETS, AND ADDRESS MAP

ZONE LEGEND	
■	A-1 (155.51 Acres)
■	C-1 (5.01 Acres)
■	C-2 (51.32 Acres)
■	OSC (126.52 Acres)
■	OSR (207.81 Acres)
■	R-3 (18.94 Acres)
■	R-1-08 (26.23 Acres)
■	R-1-10 (153.50 Acres)
■	R-1-12 (198.03 Acres)
■	R-S-12 (295.03 Acres)
■	PRUD Boundaries



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

July 28, 2025

Town of Fruit Heights
281 South Mountain Road
Fruit Heights, UT 84037

Dear Town of Fruit Heights:

The Utah Department of Transportation (UDOT) has prepared an offer to purchase your property, which is located at Approx. Main Street and Highway 89, Fruit Heights, UT 84037 and has assigned parcel number(s) 237B:T to help identify your property during this process. The property has been valued using standard valuation methods. Based on those methods, UDOT hereby makes an offer to purchase your property for \$31,700.00.

Although this letter is provided as part of an attempt to negotiate with you for the sale of your property or an interest in your property without using the power of eminent domain, UDOT may use that power if it is not able to acquire the property by negotiation. Because of that potential, the person negotiating on behalf of UDOT is required to provide the following disclosures to you:

- * You are entitled to receive just compensation for your property.
- * You are entitled to an opportunity to negotiate with UDOT over the amount of just compensation before any legal action will be filed.
- * You are entitled to an explanation of how the compensation offered for your property was calculated.
- * If an appraiser is asked to value your property, you are entitled to accompany the appraiser during an inspection of the property.
- * You are entitled to discuss this case with the attorneys at the Office of the Property Rights Ombudsman. The office may be reached at 801-530-6391, or at Heber M. Wells Building, 160 East 300 South, Salt Lake City, UT, 84111.
 - * The Office of the Property Rights Ombudsman is a neutral state office staffed by attorneys experienced in eminent domain. Their purpose is to assist citizens in understanding and protecting their property rights. You are entitled to ask questions and request an explanation of your legal options.
- * If you have a dispute with UDOT over the amount of just compensation due to you, you are entitled to request free mediation or arbitration of the dispute from the Office of the Property Rights Ombudsman. As part of mediation or arbitration, you are entitled to request a free independent valuation of the property.
- * Oral representations or promises made during the negotiation process are not binding upon the entity seeking to acquire the property by eminent domain.



State of Utah

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DEPARTMENT OF TRANSPORTATION

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Deputy Director of Planning and Investment

LISA J. WILSON, P.E.

Deputy Director of Engineering and Operations

I will be pleased to visit with you or your representative to discuss this offer and to answer any questions you might have about the acquisition process. Please review all the enclosed documents:

- * Ombudsman's Acquisition Brochure - Your Guide to Just Compensation
- * Offer to Purchase
- * Statement of Just Compensation
- * Right of Way Contract
- * Deed(s) and/or Easement(s)
- * Map and legal description

I will be calling you to discuss the enclosed documents and to answer any questions you may have regarding this UDOT Project. If you don't hear from me in the next couple of days it might mean that I have been unable to locate a good telephone number for you. As that may be the case, please give me a call and leave your contact phone number and best time for me to contact you. My contact information is on my business card and also printed below. For your records please make yourself a copy of the documents you are signing before sending them back.

If you are in agreement with our offer, please sign and initial the contract, offer to purchase, all deed(s) and/or easement(s). All deed(s) and/or easement(s) must be signed and notarized. Once all of the required documents have been signed and approved by UDOT, closing documents will be prepared. Please note the signed documents must be approved by the UDOT Director of Right of Way before they will be a final enforceable contract. Upon receipt of the signed documents, a check will be issued payable to you after all applicable liens have been paid. This payment along with a copy of the fully executed contract will be returned to you in approximately six weeks. If you have any questions about the closing or acquisition process, please contact me at your earliest convenience.

On behalf of UDOT, I look forward to working with you.

Sincerely,

Dian McGuire

Dian McGuire(Consultant)

801-633-6370

Acquisition Agent / Right of Way Division

Utah Department of Transportation

OFFER TO PURCHASE RIGHT OF WAY

Pin: 13821 Project No: S-0089(406)398

Owner Name: Town of Fruit Heights

Property Address: Approx. Main Street and Highway 89, FRUIT HEIGHTS, UT 84037

Parcel No: 237B:T

Authority No: 72194

Tax Id: 08-032-0051

Project Location: US-89; Farmington to I-84

The Utah Department of Transportation hereby makes you an offer of \$31,700.00 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 \$31,700.00. 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, Dian McGuire(Consultant). I can be reached at 801-633-6370.

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:  _____

Dian McGuire(Consultant) / Acquisition Agent



Utah Department of Transportation
Right of Way Division
Statement of Just Compensation

Project No: S-0089(406)398 Parcel No.(s): 237B:T

Pin No: 13821 Job/Proj No: 72194 Project Location: US-89; Farmington to I-84
County of Property: DAVIS Tax ID / Sidwell No: 08-032-0051
Property Address: Approx. Main Street and Highway 89, FRUIT HEIGHTS, UT 84037
Owner's Address: 281 South Mountain Road, FRUIT HEIGHTS, UT 84037
Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Town of Fruit Heights
Grantee: Utah Department of Transportation (UDOT)/The Department

The following information is the basis for the amount estimated by Utah Department of Transportation to be just compensation.

Parcel No.	Type of Interest Acquired	Size	Units	Price Per Unit	Property % Use	County
237B:T	Land	5023	SQFT	\$6.3	100 Government	DAVIS

VALUE OF THE TAKING

237B:T	----->	5023	SQFT	\$6.3	100 x	Factor 1 =	Value
							\$31,645.00

OTHER COSTS

237B:T	Rounding						\$55.00
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NET AMOUNT: \$31,700.00

Utah Department of Transportation declares that this offer is the amount that has been established by UDOT 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 taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the highway.

DATE:

Dian McGuire(Consultant) / Acquisition Agent



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-0089(406)398 Parcel No.(s): 237B:T

Pin No: 13821 Job/Proj No: 72194 Project Location: US-89; Farmington to I-84

County of Property: DAVIS Tax ID(s) / Sidwell No: 08-032-0051

Property Address: Approx. Main Street and Highway 89, FRUIT HEIGHTS, UT 84037

Owner's Address: 281 South Mountain Road, FRUIT HEIGHTS, UT 84037

Primary Phone: Owner's Home Phone: Owner's Work Phone:

Owner / Grantor (s): Town of Fruit Heights

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, Town of Fruit Heights ("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 237B:T, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. UDOT shall pay and Owner accepts \$31,700 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): N/A

3. SETTLEMENT AND CLOSING.

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

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

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

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

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

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

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

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Primary Phone: Owner's Home Phone: Owner's Work Phone:

Owner / Grantor (s): Town of Fruit Heights

4.2 Fees/Costs.

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

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

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

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

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

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

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

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

11. ADDITIONAL TERMS (IF APPLICABLE):

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-0089(406)398 Parcel No.(s): 237B:T

Pin No: 13821 Job/Proj No: 72194 Project Location: US-89; Farmington to I-84

County of Property: DAVIS Tax ID(s) / Sidwell No: 08-032-0051

Property Address: Approx. Main Street and Highway 89, FRUIT HEIGHTS, UT 84037

Owner's Address: 281 South Mountain Road, FRUIT HEIGHTS, UT 84037

Primary Phone: Owner's Home Phone: Owner's Work Phone:

Owner / Grantor (s): Town of Fruit Heights

SIGNATURE PAGE TO UTAH DEPARTMENT OF TRANSPORTATION REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that All Service Realty, through Dian McGuire, 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% Town of Fruit Heights - OWNER(s)

Date

Date

UTAH DEPARTMENT OF TRANSPORTATION

Ross Crowe

Date

UDOT Director of Right of Way

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-0089(406)398 Parcel No.(s): 237B:T

Pin No: 13821 Job/Proj No: 72194 Project Location: US-89; Farmington to I-84

County of Property: DAVIS Tax ID(s) / Sidwell No: 08-032-0051

Property Address: Approx. Main Street and Highway 89, FRUIT HEIGHTS, UT 84037

Owner's Address: 281 South Mountain Road, FRUIT HEIGHTS, UT 84037

Primary Phone: Owner's Home Phone: Owner's Work Phone:

Owner / Grantor (s): Town of Fruit Heights

Exhibit A (Attach conveyance documents)

Grantor's Initials

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. 08-032-0051
PIN No. 13821
Project No. S-0089(406)398
Parcel No. 0089:237B:T

Town of Fruit Heights, 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) Dollar, and other good and valuable considerations, the following described tract of land in Davis County, State of Utah, to-wit:

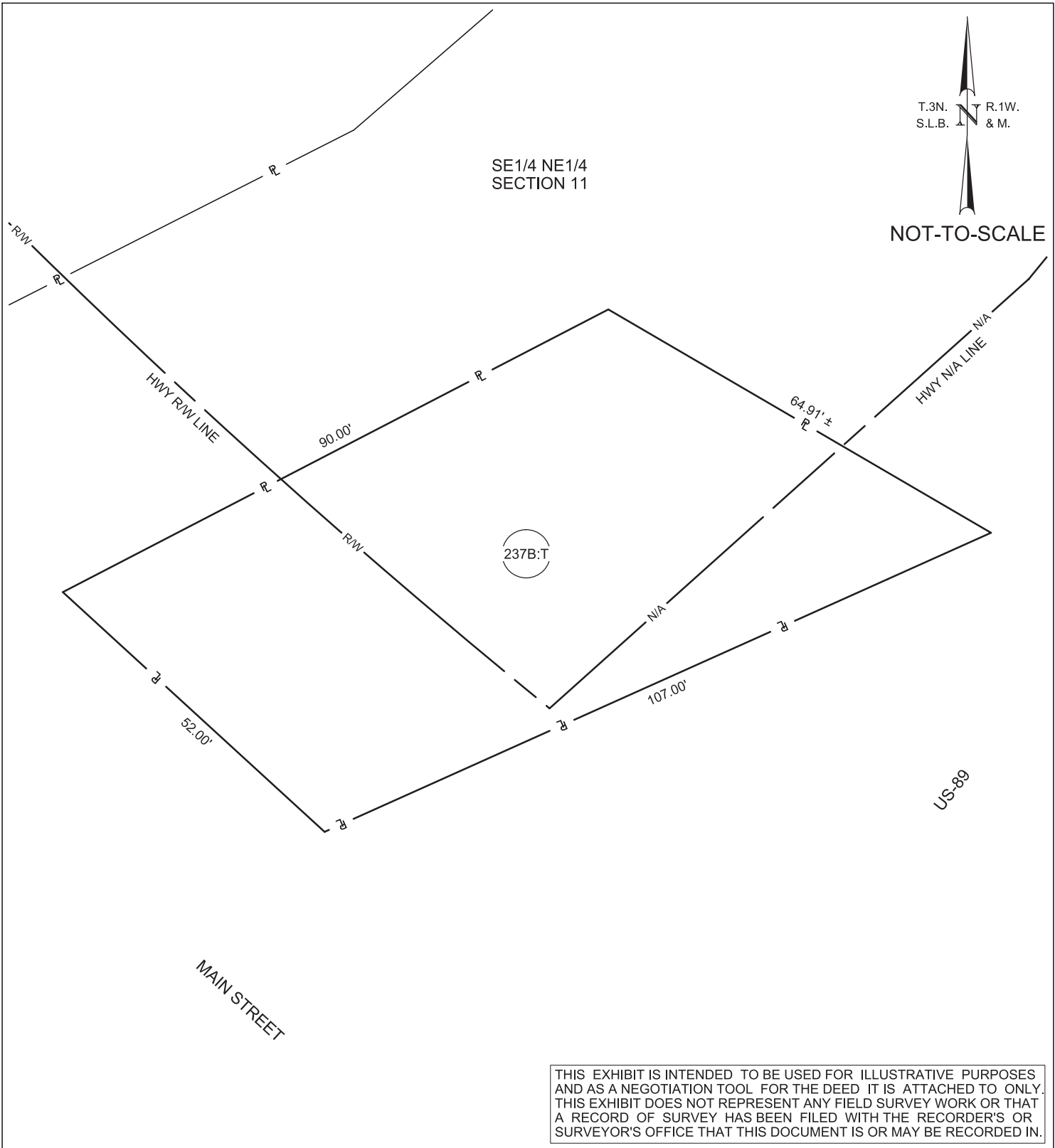
A tract of land in fee, being all of an entire tract of property situate in the SE1/4 NE1/4 of Section 11, Township 3 North, Range 1 West, Salt Lake Base and Meridian, for the widening of existing State Route 89, known as Project No. S 0089(406)398. The boundaries of said tract of land are described as follows:

Right of Way coming onto U.S. Highway 91 - Beginning at a point on the Southwesterly right of way line of the dismantled Bamberger Electric Railroad 123.0 ft radially distant Northwesterly from the center line of survey of the North bound traffic lanes of Project No. F-030-1(1) (Utah State Road Comm'n.), which point is approximately 1108 ft. North and 349 ft. West from the East 1/4 corner of Section 11, Township 3 North, Range 1 West, Salt Lake Meridian; thence Southwesterly 107 ft. more or less, along a straight line to the Northeasterly right of way line of U.S. Highway 91 opposite Engineers Station 546+90.0; thence Northwesterly 52 ft., more or less, along said right of way line to said Northwesterly line of a frontage road on said project; thence Northeasterly 90 ft., more or less, along said Northeasterly side line to said Southwesterly B.E.R.R. Right of Way line; thence Southeasterly 63 ft., more or less to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah.

(Note: Above bearings equal NAD83 Highway bearings)

Print Name and Title

Notary Public



PARCEL NO.	OWNER	ACRES	SQ FT	EXIST. R/W AC. IN DEED	OWNERSHIP ACRES	REMAINING AC. LEFT	REMAINING AC. RIGHT
237B:T	TOWN OF FRUIT HEIGHTS	0.115	5,023		0.115	NONE	NONE

SHEET NO.	237B-EXHIBIT	PARTIAL SUMMARY NO.	51P	PROPERTY OWNER:	TOWN OF FRUIT HEIGHTS
PROJECT	US-89			PROPERTY ADDRESS:	APPROX. MAIN STREET AND HIGHWAY 89, FRUIT HEIGHTS
PROJECT NUMBER	S-0089(406)398	PIN	13821	UTAH DEPARTMENT OF TRANSPORTATION	
				HORROCKS	

OWNERSHIP RECORD

Title by: MWW

Date: August 2024

County: Davis

Parcel No.: 0089:237B

Type Ownership: Government

Tax ID No.:08-032-0051

Project No.: S-0089(406)398

PIN No.: 13821

Recorded Owners: Town of Fruit Heights

Address: 281 South Mountain Road, Fruit Heights, Utah 84037

Property Address: Approx. Main Street and Highway 89, Fruit Heights, Utah 84037

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
291589	331	468	Warranty Deed	21 Dec 1694	12 Nov 1965

Description:

Right of Way coming onto U;S. Highway 91 - Beginning at a point on the Southwesterly right of way line of the dismantled Bamberger Electric Railroad 123.0 ft radially distant Northwesterly from the center line of survey of the North bound traffic lanes of Project No. F-030-1(1) (Utah State Road Comm'n.), which point is approximately 1108 ft. North and 349 ft. West from the East 1/4 corner of Section 11, Township 3 North, Range 1 West, Salt Lake Meridian; thence Southwesterly 107 ft. more or less, along a straight line to the Northeasterly right of way line of U.S. Highway 91 opposite Engineers Station 546+90.0; thence Northwesterly 52 ft., more or less, along said right of way line to said Northwesterly line of a frontage road on said project; thence Northeasterly 90 ft., more or less, along said Northeasterly side line to said Southwesterly B.E.R.R. Right of Way line; thence Southeasterly 63 ft., more or less to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah.

Assessed area: The above described parcel of land contains or 0.13 acre.

Calculated area: The above described parcel of land contains or 5,023 square feet or 0.115 acre.

Grantor: Grant S. Lloyd and Mary Lou F. Lloyd, his wife



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

July 28, 2025

Town of Fruit Heights
281 South Mountain Road
Fruit Heights, UT 84037

Dear Town of Fruit Heights:

The Utah Department of Transportation (UDOT) has prepared an offer to purchase your property, which is located at Approx. 1950 North Lloyd Road, Fruit Heights, UT 84037 and has assigned parcel number(s) 237D to help identify your property during this process. The property has been valued using standard valuation methods. Based on those methods, UDOT hereby makes an offer to purchase your property for \$45,000.00.

Although this letter is provided as part of an attempt to negotiate with you for the sale of your property or an interest in your property without using the power of eminent domain, UDOT may use that power if it is not able to acquire the property by negotiation. Because of that potential, the person negotiating on behalf of UDOT is required to provide the following disclosures to you:

- * You are entitled to receive just compensation for your property.
- * You are entitled to an opportunity to negotiate with UDOT over the amount of just compensation before any legal action will be filed.
- * You are entitled to an explanation of how the compensation offered for your property was calculated.
- * If an appraiser is asked to value your property, you are entitled to accompany the appraiser during an inspection of the property.
- * You are entitled to discuss this case with the attorneys at the Office of the Property Rights Ombudsman. The office may be reached at 801-530-6391, or at Heber M. Wells Building, 160 East 300 South, Salt Lake City, UT, 84111.
 - * The Office of the Property Rights Ombudsman is a neutral state office staffed by attorneys experienced in eminent domain. Their purpose is to assist citizens in understanding and protecting their property rights. You are entitled to ask questions and request an explanation of your legal options.
- * If you have a dispute with UDOT over the amount of just compensation due to you, you are entitled to request free mediation or arbitration of the dispute from the Office of the Property Rights Ombudsman. As part of mediation or arbitration, you are entitled to request a free independent valuation of the property.
- * Oral representations or promises made during the negotiation process are not binding upon the entity seeking to acquire the property by eminent domain.



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

I will be pleased to visit with you or your representative to discuss this offer and to answer any questions you might have about the acquisition process. Please review all the enclosed documents:

- * Ombudsman's Acquisition Brochure - Your Guide to Just Compensation
- * Offer to Purchase
- * Statement of Just Compensation
- * Right of Way Contract
- * Deed(s) and/or Easement(s)
- * Map and legal description

I will be calling you to discuss the enclosed documents and to answer any questions you may have regarding this UDOT Project. If you don't hear from me in the next couple of days it might mean that I have been unable to locate a good telephone number for you. As that may be the case, please give me a call and leave your contact phone number and best time for me to contact you. My contact information is on my business card and also printed below. For your records please make yourself a copy of the documents you are signing before sending them back.

If you are in agreement with our offer, please sign and initial the contract, offer to purchase, all deed(s) and/or easement(s). All deed(s) and/or easement(s) must be signed and notarized. Once all of the required documents have been signed and approved by UDOT, closing documents will be prepared. Please note the signed documents must be approved by the UDOT Director of Right of Way before they will be a final enforceable contract. Upon receipt of the signed documents, a check will be issued payable to you after all applicable liens have been paid. This payment along with a copy of the fully executed contract will be returned to you in approximately six weeks. If you have any questions about the closing or acquisition process, please contact me at your earliest convenience.

On behalf of UDOT, I look forward to working with you.

Sincerely,



Dian McGuire(Consultant)
801-633-6370

Acquisition Agent / Right of Way Division
Utah Department of Transportation



Utah Department of Transportation
Right of Way Division
Statement of Just Compensation

Project No: S-0089(406)398 Parcel No.(s): 237D

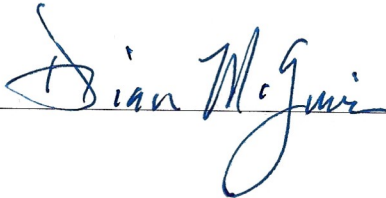
Pin No: 13821 Job/Proj No: 72194 Project Location: US-89; Farmington to I-84
County of Property: DAVIS Tax ID / Sidwell No: 08-032-0137
Property Address: Approx.1950 North Lloyd Road, FRUIT HEIGHTS, UT 84037
Owner's Address: 281 South Mountain Road, FRUIT HEIGHTS, UT 84037
Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Town of Fruit Heights
Grantee: Utah Department of Transportation (UDOT)/The Department

The following information is the basis for the amount estimated by Utah Department of Transportation to be just compensation.

Parcel No.	Type of Interest Acquired	Size	Units	Price Per Unit	Property % Use	County
237D	Land	7130	SQFT	\$6.3	100 Government	DAVIS
VALUE OF THE TAKING						
237D	----->	7130	SQFT	\$6.3	100 x Factor 1 =	Value \$44,919.00
OTHER COSTS						
237D	Rounding					\$81.00
NET AMOUNT:						\$45,000.00

Utah Department of Transportation declares that this offer is the amount that has been established by UDOT 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 taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the highway.

DATE:

7/11/2025 

Dian McGuire(Consultant) / Acquisition Agent

OFFER TO PURCHASE RIGHT OF WAY

Pin: 13821 Project No: S-0089(406)398

Owner Name: Town of Fruit Heights

Property Address: Approx. 1950 North Lloyd Road, FRUIT HEIGHTS, UT 84037

Parcel No: 237D

Authority No: 72194

Tax Id: 08-032-0137

Project Location: US-89; Farmington to I-84

The Utah Department of Transportation hereby makes you an offer of \$45,000.00 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 \$45,000.00. 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, Dian McGuire(Consultant). I can be reached at 801-633-6370.

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: 7/11/2025 By: *Dian McGuire*
Dian McGuire(Consultant) / Acquisition Agent

REAL ESTATE PURCHASE CONTRACT

Project No: S-0089(406)398 Parcel No.(s): 237D

Pin No: 13821 Job/Proj No: 72194 Project Location: US-89; Farmington to I-84

County of Property: DAVIS Tax ID(s) / Sidwell No: 08-032-0137

Property Address: Approx. 1950 North Lloyd Road, FRUIT HEIGHTS, UT 84037

Owner's Address: 281 South Mountain Road, FRUIT HEIGHTS, UT 84037

Primary Phone: Owner's Home Phone: Owner's Work Phone:

Owner / Grantor (s): Town of Fruit Heights

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, Town of Fruit Heights ("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 237D, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. UDOT shall pay and Owner accepts \$45,000 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): N/A

3. SETTLEMENT AND CLOSING.

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

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

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

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

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

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



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-0089(406)398 Parcel No.(s): 237D

Pin No: 13821 Job/Proj No: 72194 Project Location: US-89; Farmington to I-84
County of Property: DAVIS Tax ID(s) / Sidwell No: 08-032-0137
Property Address: Approx.1950 North Lloyd Road, FRUIT HEIGHTS, UT 84037
Owner's Address: 281 South Mountain Road, FRUIT HEIGHTS, UT 84037
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Town of Fruit Heights

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):



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-0089(406)398 Parcel No.(s): 237D

Pin No: 13821 Job/Proj No: 72194 Project Location: US-89; Farmington to I-84

County of Property: DAVIS Tax ID(s) / Sidwell No: 08-032-0137

Property Address: Approx.1950 North Lloyd Road, FRUIT HEIGHTS, UT 84037

Owner's Address: 281 South Mountain Road, FRUIT HEIGHTS, UT 84037

Primary Phone: Owner's Home Phone: Owner's Work Phone:

Owner / Grantor (s): Town of Fruit Heights

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. 08-032-0137

PIN No. 13821

Project No. S-0089(406)398

Parcel No. 0089:237D

Town of Fruit Heights, 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) Dollar, 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 SE1/4 NE1/4 and the NE1/4 NE1/4 of Section 11, Township 3 North, Range 1 West, Salt Lake Base and Meridian, for the widening of existing State Route 89, known as Project No. S 0089(406)398. The boundaries of said tract of land are described as follows:

Beginning at the southwest corner of said parcel on the northeasterly right of way line of the dismantled Bamberger Electric Railroad, which point is 1425.54 feet (Record 1418.00 feet), more or less, South and 347.43 feet (Record 370.00 feet) West from the Northeast corner of said Section 11; and running thence N.24°43'00"E 245.68 feet along the westerly boundary line of said tract to the easterly right of way line of Lloyd Road of said project at a point of curvature of a non-tangent curve to the left with a radius of 680.50 feet, at a point 200.39 feet perpendicularly distant westerly from the US-89 right of way control line of said Project, opposite Engineers Station 1049+79.27; thence along said easterly right of way line the following two (2) courses and distance: (1) northeasterly along said curve with an arc length of 6.66 feet, chord bears N.49°58'43"E. 6.66 feet, to a point 197.08 feet perpendicularly distant westerly from said right of way control line of said Project, opposite Engineers Station 1049+85.04; (2) thence N.89°35'57"E. 20.40 feet to the westerly highway right of way and no-access line of US-89 at a point of curvature of a non-tangent curve to the left with a radius of 376.00 feet, at a point 190.20 feet perpendicularly distant westerly from said right of way

control line of said Project, opposite Engineers Station 1050+31.22; thence along said westerly highway right of way and no-access line the following two (2) courses and distances: (1) southerly along said curve with an arc length of 7.75 feet, chord bears S.00°59'30"E. 7.75 feet, to point of curvature of a reverse curve to the right with a radius of 357.00 feet, at a point 202.64 feet perpendicularly distant westerly from said right of way control line of said Project, opposite Engineers Station 1050+39.73; (2) southerly along said curve with an arc length of 7.66 feet, chord bears S.00°58'05"E. 7.66 feet, to the easterly boundary line of said parcel, at a point 172.42 feet perpendicularly distant westerly from said right of way control line of said Project, opposite Engineers Station 1049+77.81; thence S.24°43'00"W. (Record Southwesterly) 246.47 feet along said easterly boundary line to the southerly boundary line of said parcel; thence N.65°17'00"W. (Record Northwesterly) 28.00 feet along said southerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land contains 7,130 feet or 0.164 acre.

(Note: Rotate above bearings 00°13'28" clockwise to equal NAD83 Highway bearings)

)

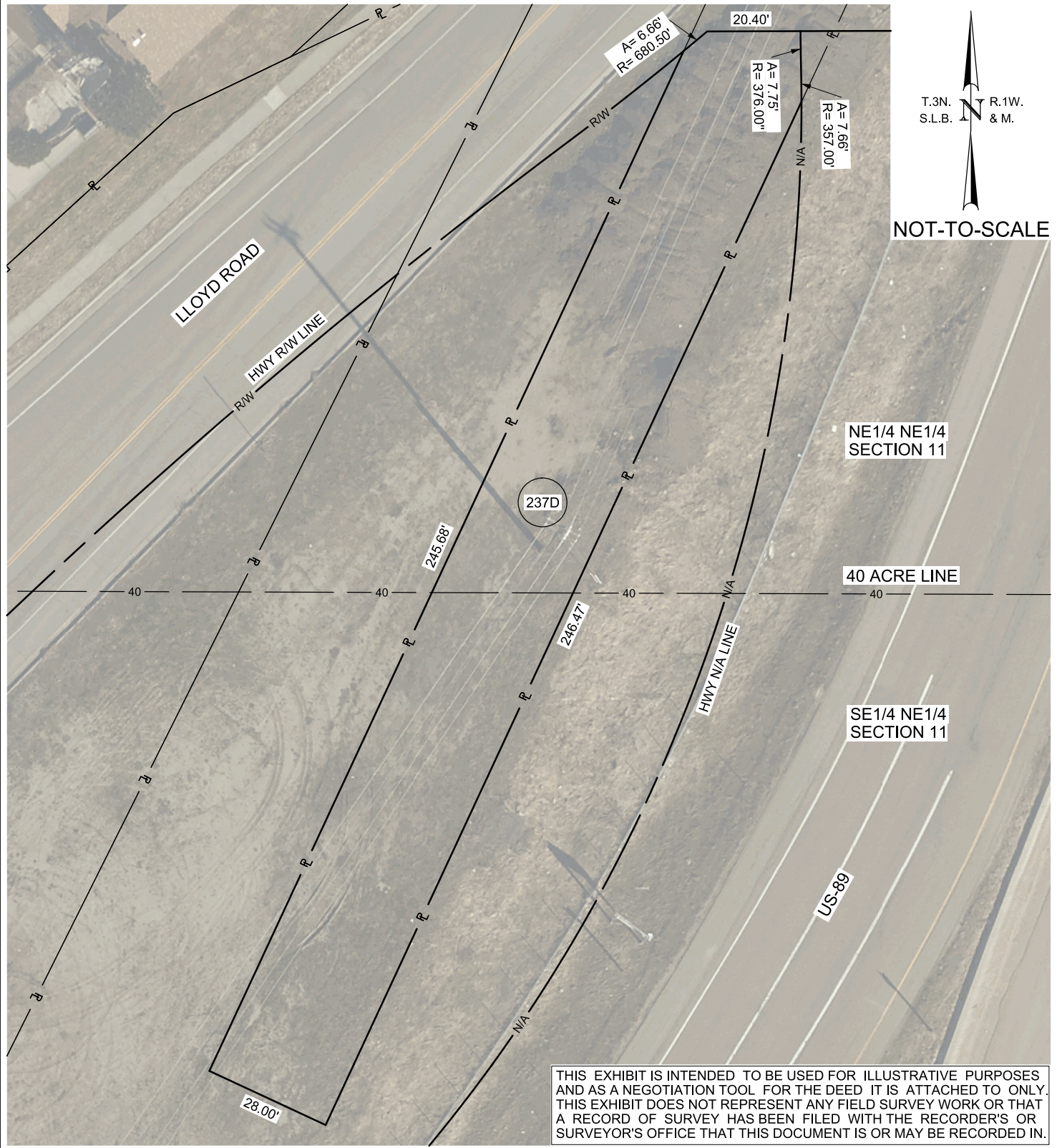
) SS.

)

Print Name and Title

Notary Public

p:\work\horrocks\pwp\primary\documents\projects\2018\UT-1311-1808 US-89 Farmington to I-84\13821\Sheet Files\Right of Way\13821_S-0089(406)398_237D_ Exhibit.dgn



PARCEL NO.		OWNER		ACRES	SQ FT	EXIST. R/W AC. IN DEED	OWNERSHIP ACRES	REMAINING AC. LEFT	RIGHT
237D		TOWN OF FRUIT HEIGHTS		0.164	7,130		0.651	0.487	NONE

SHEET NO. 237D-EXHIBIT		PARTIAL SUMMARY NO. 51P		PROPERTY OWNER: TOWN OF FRUIT HEIGHTS					
PROJECT	US-89			PROPERTY ADDRESS: APPROX. 1950 NORTH LLOYD ROAD, FRUIT HEIGHTS					
	FARMINGTON TO I-84			UTAH DEPARTMENT OF TRANSPORTATION HORROCKS					
PROJECT NUMBER	S-0089(406)398		PIN						

OWNERSHIP RECORD

Title by: MWW

Date: August 2024

County: Davis

Parcel No.: 0089:237D

Type Ownership: Government

Tax ID No.:08-032-0137

Project No.: S-0089(406)398

PIN No.: 13821

Recorded Owners: Town of Fruit Heights

Address: 281 South Mountain Road, Fruit Heights, Utah 84037

Property Address: Approx.1950 North Lloyd Road, Fruit Heights, Utah 84037

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
291590	331	469	Warranty Deed	11 Dec 1694	12 Nov 1965

Description:

A Tract of land for a frontage road incident to the construction of highway known as Project No, 030-1, situated in the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 11 and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 12, all in T. 3 N., R. 1 W., S,L.M. Said tract of land is bounded on the Northwesternly side by a line parallel to and 135.0 ft. distant Northwesternly from the center line of survey of said project and bounded southeasterly by an existing limited access line. The boundaries of said tract of land are described as follows:

Beginning on the Northeasterly right of way line of the dismantled Bamberger Electric Railroad, at a point 135.0 ft. perpendicularly distant northwesterly from the center line of survey of said project which point is approximately 1418 ft. South and 370 ft. West from the NE corner of said Section 11; thence N. 24°43' E. 935 ft., more or less, to a point of tangency with a 7504.5 ft. radius curve to the left, opposite Engineers Station 19+84.41, thence Northeasterly 95 ft., more or less, along the arc of said 7504.5 ft. radius curve to the Northerly boundary line of the grantors land; thence Easterly 28 ft., more or less, along said boundary line to said existing limited access line; thence Southwesterly 1048 ft., more or less, along said limited access line to said Northeasterly B. E. R.R. Right of Way line; thence Northwesternly 28 ft., more or less, along said B. E. R. R. Right of way line to the point of beginning, as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.61 acre, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.

Assessed area: The above described parcel of land contains or 0.368 acre.

Calculated area: The above described parcel of land contains or 28,338 square feet or 0.651 acre.

Grantor: Grant S. Lloyd and Mary Lou F. Lloyd, his wife



Water Conservation Plan 2025

Prepared By:



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SECTION 1 - SYSTEM PROFILE

SERVICE AREA

Fruit Heights City currently serves all areas within the City boundaries (See Map 1). The current City boundary includes approximately 2.30 square miles. Of this area approximately 674 acres is residential; 43 acres is commercial, industrial, or institutional; 154 acres makes up the mountain hillside portion of the City; 99 acres is undeveloped parks and open space; and 177 acres are developed parks (including a golf course). Streets and hard surfaced areas have not been subtracted out of the totals.

Fruit Heights currently provides culinary water to approximately 6,075 people through 1,716 connections. This water is intended for indoor, sanitary, and commercial uses. Water for outdoor and landscaping needs is provided and managed by the Hights Creek Irrigation Company, Benchland Irrigation Company, and a small Special Improvement District managed by the City (56 connections).

Table 1.1 below lists each type of connection and the total number of each as of December 2024.

Table 1.1 - Number of Connections

Connection Type	Total
Residential / Domestic	1,702
Commercial	4
Institutional	0
Industrial	0
Unmetered	0
	1,716

SUPPLY

Fruit Heights obtains its water from two (2) sources: a potable water well (owned and operated by the City) and wholesale water purchased from Weber Basin Water Conservancy District (WBWCD).

Table 1.2 below shows a breakdown of the current water sources, as of December 2024.

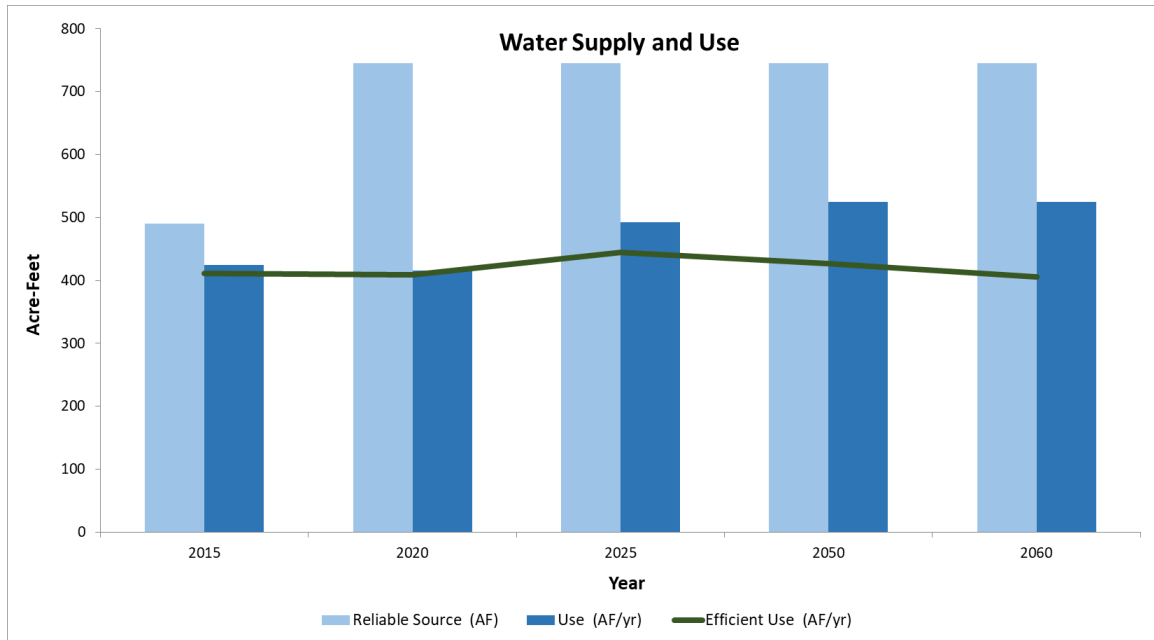
Table 1.2 - Existing Water Sources Used

Source Used	Volume (Acre-Feet)	Total (Acre-Feet)
Wells	34.79	34.79
Purchased	390.29	390.29
		425.08



As illustrated in graph 1.1 below, the City's water supply verses projected use provides a sufficient amount of water through the year 2060.

Graph 1.1 - Water Supply and Use



FUTURE WATER SOURCES & COST PROJECTION

The Fruit Heights Water 2024 Water Capital Facilities Plan (CFP) indicates that build-out could occur as early as 2031 with an approximate population of 7,253 (2,232 ERCs) requiring approximately 590 acre-feet of water. The City has an annual reliable water supply of 745 acre-feet (not including the well source of 30.5 acre-feet, due to its inability to produce a consistent reliable source).

According to the graph above, the City has sufficient water supply through 2060. In the event the actual population exceeds the projected population the City may need to acquire additional water from Weber Basin Water Conservancy District. The implementation of continued water conservation measures may eliminate or substantially slow any need for additional water.

Due to anticipated sufficient water supply through build-out, the City will not need to purchase any additional reliable water source.



WATER MEASUREMENT & BILLING

Meters: All of the connections to the water system are metered and read monthly using the automated Badger Meters. Table 1.4 below shows the City's metered connections as of December 2024.

Table 1.3 – Metered Connections

Connection Type	Percentage of System	Reading Frequency	Calibration Schedule	Replacement Schedule
Residential	99%	1 / Monthly	Per Manufacturer	As Needed
Commercial	>1%	1 / Monthly	Per Manufacturer	As Needed
Industrial	NA	NA	NA	NA
Institutional	>1%	1 / Monthly	Per Manufacturer	As Needed

SYSTEM WATER LOSS CONTROL

Table 1.4 below shows the population, annual use, and percentage loss in relation to used source.

Table 1.4 – Annual Information

Year	Population	Annual Use (AF)	Return	Percentage Loss
2009	5000	510.54		0.00%
2010	5681	416.11		3.79%
2011	5117*	403.00		3.25%
2012	5516	421.30		0.00%
2013	5516	453.32		-0.23%
2014	5744	441.22		18.47%
2015	5726	424.30		13.46%
2016	5760	436.90		0.00%
2017	5750	432.62		7.86%
2018	5910	395.45		12.32%
2019	6200	371.04		17.19%
2020	6625	416.29		4.45%
2021	6240	393.91		3.60%
2022	6010	384.86		2.29%
2023	6070	379.30		6.40%
2024	6075	364.86		14.17%

*2011 population not entered into Division of Water Rights, number is based on available Census data



Water loss is controlled by:

SCADA System: Each storage reservoir is connected to the City's SCADA system that provides continual monitoring of water storage. In the event there are issues with the pressure or levels of water, the City's designated employees are immediately alerted and able to quickly resolve the issue.

Independent Audit: In addition to this, the City conducts an annual audit of the amount of water billed verse the amount of water used. This ensures the water being used is being paid for and usage is accurately being tracked. This audit is in addition to the City's annual fiscal budget audit. "Zero Consumption" meter reports are also created every other month. Each meter is investigated and replaced as needed.

New Development: All new developments are required to follow Title 11, Subdivision Regulations, of the City Code and follow the adopted Public Works Standards for Development, Design, and Construction. As part of the approval process, the City Engineer checks the available water sources and distribution system to ensure adequacy and responsible use of the City's water resource. If a proposed development meets the requirements of the water distribution model and planned water source use, then the development is allowed to proceed through the approval process. During construction of the development, City staff oversees and inspects the water system to ensure the installation meets City Standards.

INCREASING RATE STRUCTURE

The following table outlines the current water rate schedule adopted by Resolution in January 2025. To continue to encourage conservation, these rates have been significantly increased and the tiered gallon allotments decreased since the 2019 Plan.

Table 1.5 - Water Rate Schedule

\$ Base Rate / Month	Allotment (Gal)	Additional Fee / 1,000 Gal
	Rounded to Nearest Thousand	
\$37.40	0 – 3,000	\$2.10
	3,001 - 6,000	\$3.25
	6,001 – 8,000	\$4.10
	8,001 – 10,000	\$4.45
	10,001 – 13,000	\$4.90
	13,001 – 18,000	\$5.30
	18,001 – 22,000	\$6.35
	22,001 +	\$7.40



WATER USE

Table 1.6 below shows the water inflow verse the water outflow for each type of use between 2005 and 2024.

Table 1.6 –Water Use

Year	INFLOW				OUTFLOW					% Diff.
	Total (AF)	Res	Com	Ind	Inst.	Whole -sale	Other Uses	Un-meter ed	Total (AF)	
2005	245.35	245.32	0.00	0.00	0.00	0.00	0.00	0.00	245.35	0.00
2006	373.67	374.00	0.00	0.00	0.00	0.00	0.00	0.00	374.00	-0.09
2007	524.28	524.26	0.00	0.00	0.00	0.00	0.00	0.00	524.26	0.00
2008	569.04	562.62	0.00	0.00	0.00	0.00	0.00	0.00	562.62	1.13
2009	501.54	501.54	0.00	0.00	0.00	0.00	0.00	0.00	501.54	0.00
2010	432.51	416.11	0.00	0.00	0.00	0.00	0.00	0.00	416.11	3.79
2011	416.53	403.00	0.00	0.00	0.00	0.00	0.00	0.00	403.00	3.25
2012	0	410.20	4.00	0.00	1.10	0.00	5.00	1.00	421.30	0.00
2013	452.26	453.32	0.00	0.00	0.00	0.00	0.00	0.00	453.32	-0.23
2014	541.17	435.72	5.50	0.00	0.00	0.00	0.00	0.00	441.22	18.47
2015	490.30	418.50	5.80	0.00	0.00	0.00	0.00	0.00	424.30	13.46
2016	436.90	431.30	5.60	0.00	0.00	0.00	0.00	0.00	436.90	0.00
2017	469.53	408.37	21.77	0.00	2.48	0.00	0.00	0.00	432.62	7.86
2018	451.01	371.99	22.05	0.00	1.41	0.00	0.00	0.00	395.45	12.32
2019	448.05	325.67	43.76	0.00	1.61	0.00	0.00	0.00	371.04	17.19
2020	435.66	384.35	30.56	0.00	1.38	0.00	0.00	0.00	416.29	4.45
2021	408.64	348.03	43.79	0.00	2.09	0.00	0.00	0.00	393.91	3.60
2022	393.88	346.86	36.00	0.00	2.00	0.00	0.00	0.00	384.86	2.29
2023	405.22	357.02	21.09	0.00	1.19	0.00	0.00	0.00	379.30	6.40
2024	425.08	346.32	16.48	0.00	2.06	0.00	0.00	0.00	364.86	14.17

*Information obtained from Utah Division of Water Rights Water Records/Use Information

This analysis shows that between 2015 and 2019 there is an average deficiency of 10.17%. There is, however, a continued decrease (or increased efficiency) over the next five-year period (2020-2024) to an average loss of 6.18%. The increase can be attributed to more accurate accounting, metering, and reporting of water use. Water loss can be attributed to fire hydrant use, meter errors, and system leaks. The goal of the City is to reduce losses even further as additional improvements are made to the water infrastructure.

Prior to 2004, the City had 60 connections utilizing culinary water for landscaping and outdoor needs. However, a special improvement project was constructed. As of 2005, the City has a minimal number of connections that use culinary water for outdoor purposes. These connections are only permitted because irrigation is not available to them. When/if irrigation becomes available, these connections will be required to use irrigation water for all outdoor purposes. All other users within the City are serviced through and monitored by either the Hights Creek Irrigation Company, Benchland Irrigation Company, or the City's small Special Improvement District.



USE - GALLONS PER CAPITA PER DAY

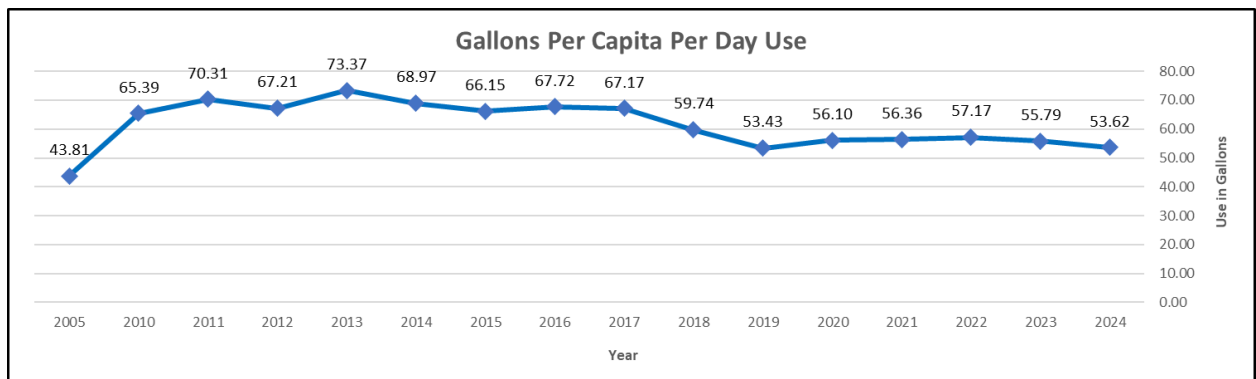
Table 1.7 below outlines the gallons per capita per day in 2024.

Table 1.7 –Water Use

2024 Total GPCD	
Residential	50.89
Commercial	2.42
Institutional	0.30
Industrial	0.00
Total	53.61

Based on Graph 1.2 below illustrates the Gallons per Capita Per Day Use trend, indicating an overall decrease in water use and an increase in conservation.

Graph 1.2 – Gallons Per Capita Per Day Use



SECTION 2 – CONSERVATION PRACTICES

CURRENT CONSERVATION

Fruit Heights City places a high value on the conservation of water and is already practicing the following:

- All culinary water connections are currently metered.
 - City employees monitor the water use and meters are read monthly. Users work with the City to identify the issue(s) so that it can be repaired in a timely manner.
 - “Zero Consumption” readings are investigated every other month and faulty meters are replaced where necessary.
- The City provides water conservation education and public outreach through:
 - Providing conservation tips on City’s Website.
 - Information in City’s Newsletter.
 - Providing a copy of the Annual Consumer Confidence Report with a utility bill.
 - Supporting the Davis County Water Fair for elementary school students.
- The City maintains memberships in supporting organizations such as American Water Works Association, Water Environment Federation and The Rural Water Association that educate our personnel and keep up to date on source protection, public education and current regulations.
- The City requires the use of secondary water for all outdoor uses. In the small area of the City that does not have access to irrigation water, the City has adopted landscaping requirements that focuses on conservation.
- The current water pricing and billing system was updated and adopted by resolution in July 2025. The new pricing and billing is adequate to cover expenses in the water enterprise account and is tiered so as to discourage excessive water use. The City may consider additional water pricing and billing system updates as needed.
- The City continues to complete infrastructure projects identified in the Capital Facilities Plan.



CONTACT

Mayor, John Pohlman and Member of the City Council

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Fruit Heights City, UT 84037
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Public Works Director, Layne Leonard

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EVALUATION OF EXISTING CONSERVATION EFFORTS

In the 2019 Water Conservation Plan, the City established four goals. The goals and status of each are provided below:

Goal 1 – Increase Public Awareness & Education Efforts: Currently, the City only utilizes the City’s website to provide information about water conservation. Over the next five years, the City plans to provide bi-annual flyers/information with the monthly utility bill utilizing existing messages from Slow the Flow, DWRs’s Conserve Utah, and WaterSense.

Status: The City was able to provide information twice each year – once as part of the monthly utility bill and again as part of the City’s newsletter that is sent to all residents and businesses within the City.

Goal 2 – Reduce Water Use. Over the next five years, the City will reduce overall water deficiency by 5%, bringing the average water loss down to 6.5%.

Overall Status: The City was able to achieve and exceed this goal, bringing the average water deficiency is 6.18% between 2019 and 2024.

1. Reduce governmental water use at City building and parks by 5%.

Status: City Hall has all low-usage faucets and smart timers have been installed.

2. Continue to install water meters that record 40 days of usage.

Status: All culinary connections are metered and replaced as needed and as budget allows.

3. Implement high water use notification system to ensure Users are notified of high-usage in a timely manner.

Status: The City runs a “high-use” report monthly and notifies those connections with high reads either via phone call or a door-hanger notification.



Goal 3 – Monitor Construction Water. By 2022, create an Ordinance requiring all new development and construction projects utilize a meter when flushing hydrants or new connections. The Ordinance shall include how water consumed is paid and penalties.

Status: A new City Ordinance was not created; instead this has been incorporated as part of the regulations outlined in the Public Works Standards and the City's Fee Schedule now includes a meter rental fee of \$800 and a \$10 per 1,000 gallons of water used rate. The meter is required for use on every new development and City-owned project.

Goal 4 - Review and Update Ordinances. To ensure requirements are up-to-date and effective, over the next five years, review and update the City's ordinances related to water conservation efforts. More specifically review Title 8 Public Utilities, Chapter 5 Water Conservation Measures, and Title 11 Subdivision Regulations.

Status: Title 11 Subdivision Regulations were updated in 2024 and included updates to the Public Works Standards to require new development follow Low Impact Development Standards. The City also updated Title 8 Chapter 5a Water Conservation Measures. This is applicable to the entire City but largely focuses on ensuring the small area of the City that does not currently have access to irrigation water wisely landscapes and conserves water used outdoors.

NEW BEST MANAGEMENT PRACTICES & IMPLEMENTATION PLAN

Goal 1 – Reduce the City's Per Capita Water Use Rate by 5% over the next five years. The water use rate is currently 53.6 gallons per capita per day (gcpd) and will be reduced to 50.92 gcpd by 2030. The savings will be measured in acre-feet and will be analyzed annually by using the data that is submitted to the Division of Water Rights. The goal will be implemented as the City continues to implement system improvement projects, rate structures, and public education and outreach.

Note: The City's gallons per capita per day is 53.6 which is 28.6% under the established Davis County Regional Water Conservation Goal of 187 gcpd and 26.5% under the Statewide Goal of 202 by 2030. The City also considered the overall percentage decrease of 18% proposed by the State; however, this does not seem realistic for the five-year timeframe for which this goal has been established.



PUBLIC INFORMATION, EDUCATION, & PROGRAMS

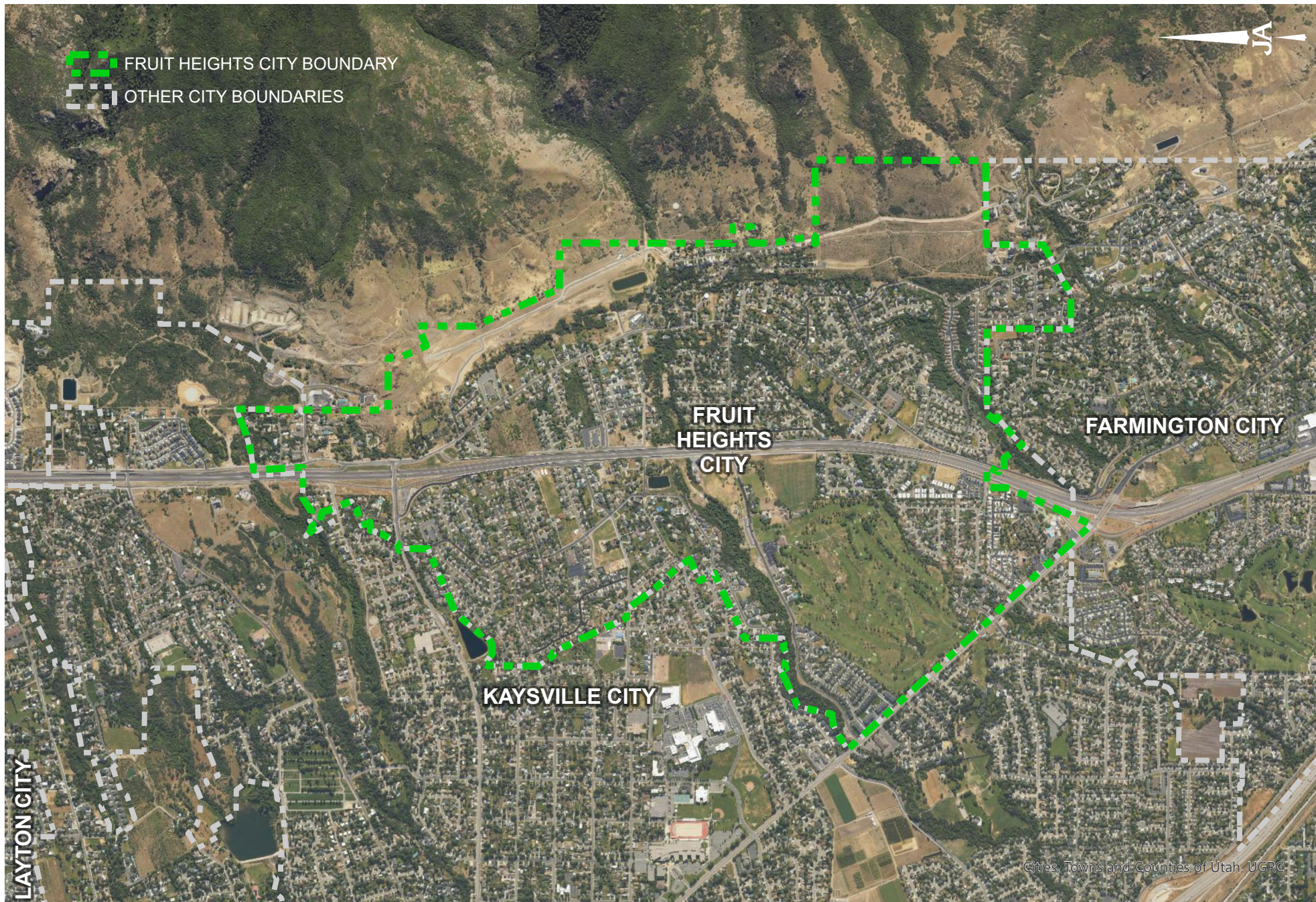
The City currently provides regular information to residents and educates them on wise watering practices through the City's newsletters; website: <https://www.fruitheightscity.com/296/Water-Conservation>; and works to educate high-use consumers individually.

CITY ORDINANCES & STANDARDS IN PLACE

The following ordinances and standards have been adopted and are currently in place:

- Water Shortage Plan, 2014
- Public Work Standards for Development, Design, & Construction were updated and adopted in May 2024
 - Incorporates the Manual of Standard Plans, published by Utah LTAP Center, Utah State University (commonly known as APWA)
 - Includes information for Low Impact Developments (using rainwater, collecting rainwater, etc.)
- City Code, Title 8 Public Utilities, Chapter 5 Water Conservation Measures
- City Code, Title 11 Subdivision Regulations





CONSULTING ENGINEERS

6080 Fashion Point Drive
South Ogden, Utah 84403 (801) 476-9767

SCALE:

1:24,000

DATE:

6/9/2025

**FRUIT HEIGHTS CITY
WATER CONSERVATION PLAN**

SERVICE AREA MAP

SHEET:

1

OF 1 SHEETS