



**CITY OF NORTH SALT LAKE
LOCAL BUILDING AUTHORITY
NOTICE & AGENDA
DECEMBER 16, 2025
6:00 PM**

Notice is given that the Local Building Authority of the City of North Salt Lake will hold a meeting on December 16, 2025 at 6:00 p.m. at City Hall, 10 East Center Street, North Salt Lake, Utah. Some members may participate electronically. The following items of business will be discussed; the order of business may be changed as time permits:

1. Introduction and Consideration of Resolution LBA 2025-01R: A Resolution Ratifying the City Council's Resolution 2025-58R: A Resolution Approving an Agreement with the Utah Department of Transportation (UDOT) for the Purchase of a Temporary Construction Easement on City Property Located at 121 West 150 North and Adjacent to the Proposed I-15 Reconstruction Project
2. Adjourn to City Council Meeting

Local Building Authority meetings are open to the public. If you need special accommodation to participate in the meeting, please call (801) 335-8709 with at least 24 hours' notice. This meeting will be broadcasted live through the City's YouTube channel:
<https://www.youtube.com/@nslutah4909/streams>

Notice of Posting:

I, the duly appointed City Recorder for the City of North Salt Lake, certify that copies of the forgoing agenda for the Local Building Authority meeting was posted on the Utah Public Notice Website: <https://www.utah.gov/pmnl/>, City's Website: <https://www.nslcity.org>, and at City Hall: 10 East Center Street, North Salt Lake.

Date Posted: December 15, 2025

Wendy Page, City Recorder





MEMORANDUM

TO: North Salt Lake Local Building Authority Board of Trustees

FROM: Ken Leetham, City Manager

DATE: December 16, 2025

SUBJECT: Consideration of Resolution LBA 2025-01R: A resolution ratifying the City Council's Resolution 2025-58R: A resolution approving an agreement with the Utah Department of Transportation (UDOT) for the purchase of a temporary construction easement on City property located at 121 West 150 North and adjacent to the proposed I-15 reconstruction project.

RECOMMENDATION

I recommend approval of Resolution LBA 2025-01R: A resolution ratifying the City Council's Resolution 2025-58R: A resolution approving an agreement with the Utah Department of Transportation (UDOT) for the purchase of a temporary construction easement on City property located at 121 West 150 North and adjacent to the proposed I-15 reconstruction project.

BACKGROUND

At the December 2, 2025 City Council meeting, the Council approved Resolution 2025-58R which approved an agreement to sell a temporary construction easement to the Utah Department of Transportation adjacent to one of the Hatch Park properties. That parcel is in the ownership of the North Salt Lake Local Building Authority and we have determined that the Local Building Authority should ratify the Council's previous actions. The purpose of this item then is to adopt a Local Building Authority resolution ratifying the Council's previous actions on this matter.

Here is the background on this item that was previously provided to you in the December 2, 2025 City Council meeting materials:

You will recall that UDOT has been evaluating the constructability of the upcoming freeway widening project. There are several impacts on City-owned properties in North Salt Lake. The proposed action is to purchase a temporary construction easement 320 square feet in size on the west side of property located on the south side of 150 North adjacent to I-15. The impacts on the property are minimal and temporary. This property is also located in Phase 2 of the Hatch Park project and so there really are no permanent impacts anticipated.

The UDOT has performed an appraisal on the value of this action and is proposing to pay \$11,500 plus a \$3,000 incentive payment if we are able to execute this action at the meeting on December 2.

PROPOSED MOTION

I move that the Local Building Authority Board of Trustees approve Resolution LBA 2025-01R: A resolution ratifying the City Council's Resolution 2025-58R: A resolution approving an agreement with the Utah Department of Transportation (UDOT) for the purchase of a temporary construction easement on City property located at 121 West 150 North and adjacent to the proposed I-15 reconstruction project.

Attachments:

- 1) Resolution LBA 2025-01R
- 2) Resolution 2025-58R (City Council Resolution)
- 3) UDOT Real Estate Purchase Contract

RESOLUTION NO. LBA-2025-01R

**A RESOLUTION RATIFYING THE CITY COUNCIL'S PREVIOUS
RESOLUTION NO. 2025-58R: A RESOLUTION APPROVING AN
AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION
(UDOT) FOR THE PURCHASE OF A TEMPORARY CONSTRUCTION
EASEMENT ON CITY PROPERTY LOCATED AT 121 WEST 150 NORTH
AND ADJACENT TO THE I-15 RECONSTRUCTION PROJECT**

WHEREAS, the City of North Salt Lake owns real property located at 121 West 150 North (Subject Property) adjacent to I-15 which is impacted by the proposed I-15 reconstruction project; and

WHEREAS, the Utah Department of Transportation (UDOT) has identified a need to use the Subject Property temporarily during the reconstruction project and has proposed to purchase a temporary construction easement and pay the City for future identified disturbances on the property as a result of the reconstruction project; and

WHEREAS, the City entered into an agreement which contains the terms of the purchase of the construction easement by having the City Council approve Resolution 2025-58R which authorized the City to execute the purchase and closing documents; and

WHEREAS, since the Local Building Authority of the City of North Salt Lake, Utah (LBA) is the owner of the subject property where the easement is located, it is believed that in order to complete the previously approved action by the City Council, which contains the same individuals as the governing body of the LBA, the LBA should adopt a resolution which ratifies the previous City Council action.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Local Building Authority of the City of North Salt Lake, Utah as follows:

Section 1. RESOLUTION AND PURCHASE AGREEMENT APPROVED. The attached Resolution No. 2025-58R of the City Council and the Agreement included in that City Council resolution all shown as Exhibit A are hereby approved.

Section 2. AUTHORIZATION TO SIGN. The President of the Local Building Authority of the City of North Salt Lake, Utah is hereby authorized to sign and execute all documents necessary to effectuate the terms of the Agreement.

Section 3. EFFECTIVE DATE. This resolution shall take effect immediately upon passing.

APPROVED AND ADOPTED by the Local Building Authority of the City of North Salt Lake, Utah on this 16th day of December, 2025.

LOCAL BUILDING AUTHORITY OF
THE CITY OF NORTH SALT LAKE,
UTAH:

Brian J. Horrocks, LBA President

ATTEST:

Wendy Page, City Recorder

Local Building Authority Board
of Trustees Vote as Recorded:

Lisa Watts Baskin _____
Tammy Clayton _____
Suzette Jackson _____
Ted Knowlton _____
Alisa Van Langeveld _____

EXHIBIT A

RESOLUTION NO. 2025-58R

A RESOLUTION APPROVING AN AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) FOR THE PURCHASE OF A TEMPORARY CONSTRUCTION EASEMENT ON CITY PROPERTY LOCATED AT 121 WEST 150 NORTH AND ADJACENT TO THE I-15 RECONSTRUCTION PROJECT

WHEREAS, the City of North Salt Lake owns real property located at 121 West 150 North (Subject Property) adjacent to I-15 which is impacted by the proposed I-15 reconstruction project; and

WHEREAS, the Utah Department of Transportation (UDOT) has identified a need to use the Subject Property temporarily during the reconstruction project and has proposed to purchase a temporary construction easement and pay the City for future identified disturbances on the property as a result of the reconstruction project; and

WHEREAS, the City and UDOT desire to now enter into an agreement which contains the terms of the purchase of the construction easement.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of North Salt Lake, Utah as follows:

Section 1. AGREEMENT APPROVED. The Agreement attached to this resolution shown as Exhibit A is hereby approved.

Section 2. AUTHORIZATION TO SIGN. The Mayor, City Manager or their designees are hereby authorized to sign and execute all documents necessary to effectuate the Agreement.

Section 3. EFFECTIVE DATE. This resolution shall take effect immediately upon passing.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 2nd day of December, 2025.



CITY OF NORTH SALT LAKE

By:

Brian J. Horrocks

BRIAN J. HORROCKS

Mayor

City Council Vote as Recorded:

ATTEST:

Wendy Page

WENDY PAGE

City Recorder

Council Member Watts Baskin

aye

Council Member Clayton

aye

Council Member Jackson

aye

Council Member Knowlton

aye

Council Member Van Langeveld

excused



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 1332: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: 01-082-0042
Property Address: 121 W 150 North, NORTH SALT LAKE, UT 84054
Owner's Address: 10 East Center St, North Salt Lake, UT 84054
Primary Phone: 801-335-8725 Owner's Home Phone: Owner's Work Phone: (801)335-8725
Owner / Grantor (s): Local Building Authority of the City of North Salt Lake, Utah, a Utah Nonprofit Corporation

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, Local Building Authority of the City of North Salt Lake, Utah, a Utah Nonprofit Corporation ("Owner") agrees to sell to the Utah Department of Transportation ("UDOT") the Subject Property described below for Transportation Purposes,¹ and UDOT and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 1332:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. UDOT shall pay and Owner accepts \$11,500 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: 16 feet of side fence, one medium tree, one small tree and three medium/large trees, in the amount of \$6,890.00 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.

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(343) Parcel No.(s): 1332: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: 01-082-0042
Property Address: 121 W 150 North, NORTH SALT LAKE, UT 84054
Owner's Address: 10 East Center St, North Salt Lake, UT 84054
Primary Phone: 801-335-8725 Owner's Home Phone: Owner's Work Phone: (801)335-8725
Owner / Grantor (s): Local Building Authority of the City of North Salt Lake, Utah, a Utah Nonprofit Corporation

4.2 Fees/Costs.

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

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

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

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

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

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

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

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

11. ADDITIONAL TERMS (IF APPLICABLE):

In an effort to expedite the Project, the Department is offering an incentive payment for properties that must be purchased for this Project. As a result, the compensation for the acquisition of Parcels 1332 includes a \$3,000.00 incentive payment for fully executing a Right of Way Contract within 30 days (or less) from the offer date.

Grantor's Initials



Utah Department of Transportation

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 Owner / Grantor (s): Local Building Authority of the City of North Salt Lake, Utah, a Utah Nonprofit Corporation

**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:

Local Bldg Authority of NSL

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

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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

Temporary Construction Easement

(Corporation)

Davis County

Tax ID No.	01-082-0042
PIN No.	19854
Project No.	S-R199(343)
Parcel No.	R199:1332:E

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

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

Beginning at the intersection of the existing easterly highway right of way and no access line (highway right of way line by record) of I-15 and the southerly right of way line of 150 North Street, said intersection is 1196.99 feet West and 926.59 feet North from the Southeast corner of said Section 2; and running thence East 3.05 feet along said southerly right of way line, to a point approximately 150.00 feet radially distant easterly from the I-15 ROW Control Line opposite approximate engineer station 2076+01.08, at a point in a 4,820.00-foot radius non-tangent curve to the left (Note: Radius bears S.81°19'13"E.); thence

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COMPANY RW-09C (11-01-03)

PIN No. 19854
Project No. S-R199(343)
Parcel No. R199:1332:E

Southerly 176.45 feet along the arc of said curve through a delta of $02^{\circ}05'51''$ (Note: Chord to said curve bears $S.07^{\circ}37'52''W.$ for a distance of 176.44 feet), to a point of non-tangency, at a point approximately 150.00 feet radially distant easterly from said Control Line opposite approximate engineer station 2074+19.14, on the southerly boundary line of said entire tract by record; thence continuing Southerly 6.77 feet along the arc of said curve through a delta of $00^{\circ}04'50''$ (Note: Chord to said curve bears $S.06^{\circ}32'32''W.$ for a distance of 6.77 feet), more or less, to an existing fence line; thence West 0.94 feet along said existing fence line, to said existing easterly highway right of way and no access line, at a point in a 5,684.21-foot radius non-tangent curve to the right (Note: Radius bears $S.83^{\circ}52'07''E.$); thence along said existing easterly highway right of way and no access line the following three (3) courses: (1) Northerly 6.77 feet along the arc of said curve through a delta of $00^{\circ}04'06''$ (Note: Chord to said curve bears $N.06^{\circ}09'56''E.$ for a distance of 6.77 feet), more or less, to the record southwest corner of said entire tract, thence (2) Northerly 111.06 feet along the arc of said curve through a delta of $01^{\circ}07'10''$ (Note: Chord to said curve bears $N.06^{\circ}45'34''E.$ for a distance of 111.06 feet); thence (3) $N.07^{\circ}19'09''E.$ 65.12 feet; to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described easement contains 320 square feet, in area or 0.007 acre, more or less.

(Note: Rotate all bearings in the above description $00^{\circ}05'28''$ counter-clockwise to obtain NAD83 Highway Bearings.)

PIN No. 19854
Project No. S-R199(343)
Parcel No. R199:1332:E

STATE OF _____)
) ss.
)
COUNTY OF _____)

Local Building Authority
of the City of North Salt Lake, Utah

Signature

Print Name and Title

On this ____ day of _____, in the year 20____, before me personally appeared, _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of Local Building Authority of the City of North Salt Lake, Utah, a Utah Nonprofit Corporation and that said document was signed by him/her on behalf of said Local Building Authority of the City of North Salt Lake, Utah, a Utah Nonprofit Corporation by Authority of its _____.

Notary Public

Tax ID No. 01-082-0042
PIN No. 19854
Project No. S-R199(343)
Parcel No. R199:1332:E

PUBLIC ENTITY AFFIDAVIT – GRANTEE: UTAH DEPARTMENT OF TRANSPORTATION

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

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

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

This Public Entity Affidavit is only intended to evidence that the public entity consents to Local Building Authority of the City of North Salt Lake, Utah, a Utah Nonprofit Corporation (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

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

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

*State of Utah,
County of Salt Lake*

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

SEAL

Notary Public

