



WOODS CROSS CITY COUNCIL AGENDA

SPECIAL SESSION • Tuesday, September 29 2026

beginning at 7:00 pm in City Council Chambers • 1555 S 800 W, Woods Cross, UT

This meeting will be held in person and via Zoom.

You may access at <https://zoom.us/j/9358074960> or go to zoom.us > select JOIN A MEETING > Meeting ID: 935 807 4960

Please identify yourself by first & last name for the record - Please mute your microphone except during PUBLIC COMMENT

Invocation/Pledge

CHECKETTS

1. WELCOME

MAYOR

2. CONSENT AGENDA ITEMS

- a. Consideration to Adopt Resolution 2026-1019 Approving Installation of Pedestrian Crossing Signs and Marked Crosswalk Near Odyssey Elementary Approx 1950 W 1950 S

SCHULTZ

- b. Consideration to Adopt Ordinance 645 Amending Title 12, Chapters 2, Definitions, and 28, Land Use and Supplementary Regulations, to Establish Regulations for Internal and Detached Accessory Dwelling Units

POOLE

3. PUBLIC INPUT with REQUESTED ACTION ITEM

CHRISTIANSEN

- a. Consideration of Resolutions Authorizing Eminent Domain Condemnation for Temporary Construction Easement within the Corporate Boundaries of Bountiful City for Public Improvement Purposes – 1500 S Water Tank

PUBLIC INPUT: Opportunity for Affected Property Owners to be Heard Regarding Proposed Eminent Domain Action for Temporary Construction Easements at the 1500 S Tank Project

- Proposed Action: Consideration to Adopt Resolution 2026-1020 Authorizing Condemnation for Temporary Construction Easement Located within the Corporate Boundaries of Bountiful City for Public Improvement Purposes (Dearden Property)
 - Proposed Action: Consideration to Adopt Resolution 2026-1021 Authorizing Condemnation for Temporary Construction Easement Located within the Corporate Boundaries of Bountiful City for Public Improvement Purposes (Dixon Property)
 - Proposed Action: Consideration to Adopt Resolution 2026-1022 Authorizing Condemnation for Temporary Construction Easement Located within the Corporate Boundaries of Bountiful City for Public Improvement Purposes (Lewis Property)
- b. Consideration of Resolution Authorizing Eminent Domain Authorizing Condemnation of Property Located within the Corporate Boundaries of Woods Cross for the 1100 W Roadway Improvement Project (Property near 2335 South 1100 West)

PUBLIC INPUT: Opportunity for Interested Parties in the Property to be Heard Regarding Proposed Eminent Domain Action for Property Acquisition on 1100 West

- Proposed Action: Consideration to Adopt Resolution 2026-1023 Authorizing Condemnation of Property Located within the Corporate Boundaries of Woods Cross for the 1100 W Roadway Improvement Project (Property near 2335 South 1100 West)

I certify that copies of the agenda for the Woods Cross City Council Meeting to be held Tuesday, September 29, 2026, were posted to at Woods Cross City Hall, on the city website www.WoodsCross.gov, and to the Utah Public Notice website at www.utah.gov/pmn on September 24, 2026, /s/ Annette Hanson, Woods Cross City Recorder.

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

Consent Items

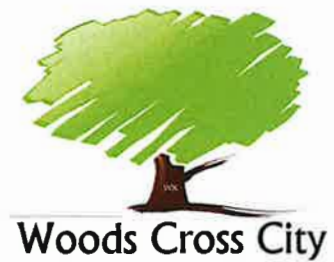
Memo

To: Woods Cross Mayor and City Council

From: Dan Schultz, Assistant Chief of Police

Date: 09/16/2026

Re: Pedestrian Crossing Improvements Near Odyssey Elementary



REQUESTED ACTION

Approve the installation of pedestrian crossing signs and a marked crosswalk near Odyssey Elementary at approximately 1950 West 1950 South, subject to final placement and design by appropriate City staff and applicable traffic-engineering standards.

PURPOSE AND NEED

The purpose of this request is to improve pedestrian visibility and provide a clearly identified crossing point for students, parents, guardians, and other pedestrians traveling to and from Odyssey Elementary. School arrival and dismissal periods create increased interaction between pedestrian and vehicle traffic in the area. A designated crossing treatment would help alert motorists to pedestrian activity and reinforce a predictable location for pedestrians to cross.

PROPOSED IMPROVEMENTS

The proposed project would include pavement markings for a pedestrian crosswalk and pedestrian/school crossing signage at the selected crossing location. Before installation, City staff should confirm the exact crossing location, sight distance, sign placement, pavement-marking configuration, and any related requirements under current City standards and applicable traffic-control guidance.

PUBLIC SAFETY BENEFIT

The requested improvements are intended to increase driver awareness, improve the visibility and organization of pedestrian movements, and support safer access to Odyssey Elementary. The project is particularly focused on student and parent safety during school arrival and dismissal periods.

FISCAL / IMPLEMENTATION CONSIDERATIONS

Upon Council approval, staff can determine the materials, labor, installation schedule, and funding source. If additional engineering review or coordination with the school or other roadway stakeholders is required, staff should complete that coordination before installation.

STAFF RECOMMENDATION

Approve the pedestrian crossing improvements near Odyssey Elementary and authorize City staff to finalize the location and install appropriate crossing signs and pavement markings in accordance with applicable standards and available funding.



1950 South

X Clear search results

60 m

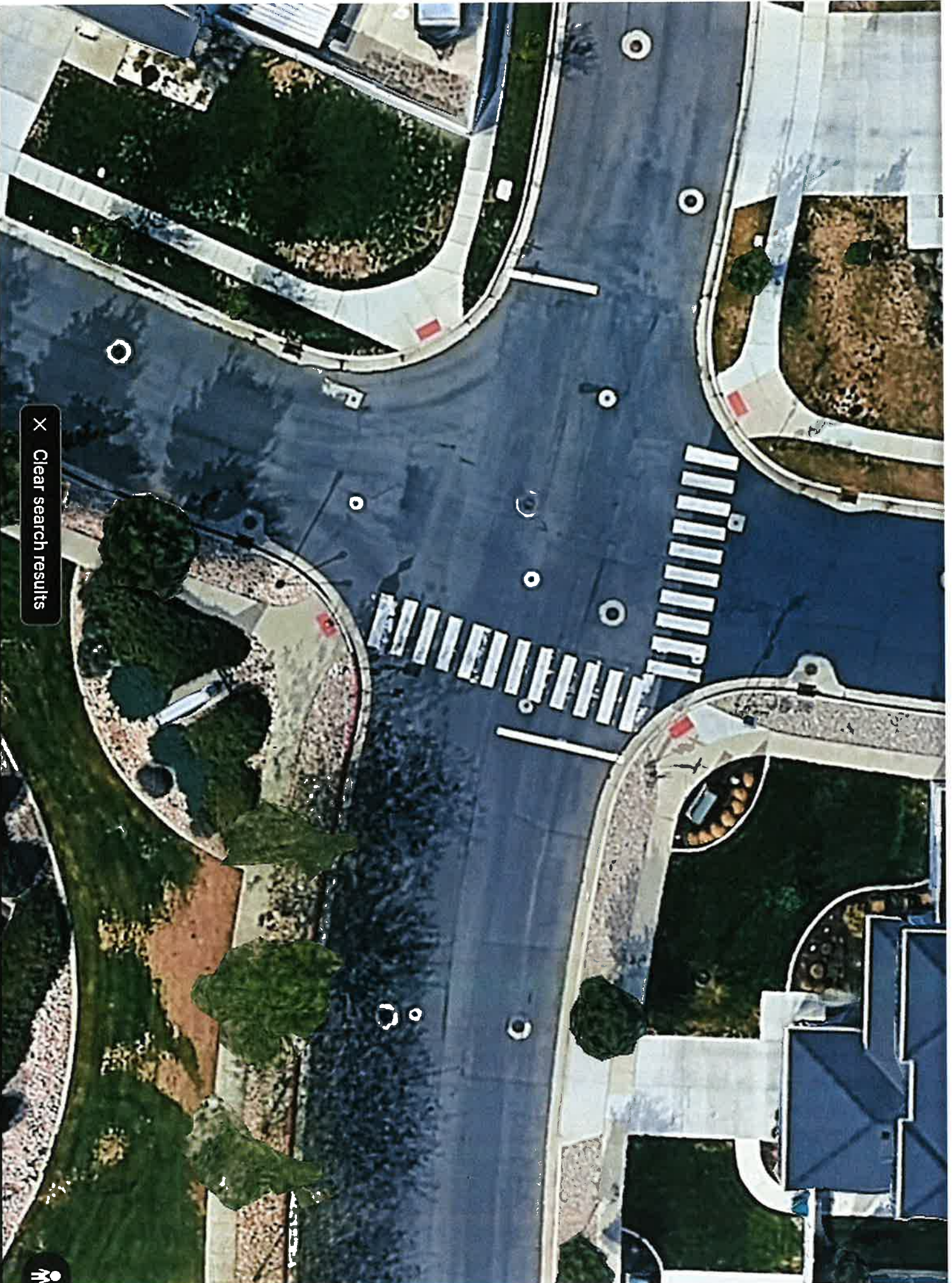
Camera: 1,726 m

2024

X Clear search results

10 m

Camera: 1,375 m



RESOLUTION 2026- 1019

A RESOLUTION APPROVING PEDESTRIAN SAFETY IMPROVEMENTS AT THE INTERSECTION OF 1950 SOUTH AND 1950 WEST

WHEREAS, the intersection of 1950 South and 1950 West is used by pedestrians, including students and families traveling in the vicinity of Odyssey Elementary School; and

WHEREAS, members of the community and the administration of Odyssey Elementary School have raised safety concerns regarding pedestrian visibility and vehicle movements at the intersection; and

WHEREAS, clearly marked crosswalks and pedestrian-crossing signage will provide additional notice to motorists and identify designated pedestrian crossing locations; and

WHEREAS, the City Council finds that installing these improvements will promote the public health, safety, and welfare; and

WHEREAS, the design, placement, and installation of the improvements should conform to applicable engineering standards and the Manual on Uniform Traffic Control Devices.

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

1. City staff are authorized and directed to install painted crosswalk markings and appropriate pedestrian-crossing signage at the intersection of 1950 South and 1950 West, with final design and placement determined by the City Engineer or other authorized City official in accordance with applicable standards and available appropriations.
2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, ON THIS 29th DAY OF SEPTEMBER, 2026.

WOODS CROSS CITY
A MUNICIPAL CORPORATION

ATTEST:

RYAN WESTERGARD, MAYOR

ANNETTE HANSON, CITY RECORDER

Voting:

Julie Checketts	Yea ☐	Nay ☐
Eric Jones	Yea ☐	Nay ☐
Wallace Larrabee	Yea ☐	Nay ☐
Jim Grover	Yea ☐	Nay ☐
Rachel Peterson	Yea ☐	Nay ☐
Ryan Westergard	Yea ☐	Nay ☐



[tie vote only]

STAFF REPORT

To: Mayor Westergard, City Council Members

From: Curtis Poole, Community Development Director

Date: September 29, 2026

Re: Code Text Amendment – Accessory Dwelling Units (ADUs)



Background

During the 2026 General Session, the Utah Legislature adopted S.B. 284, which created Utah Code § 10-21-304 addressing detached accessory dwelling units (DADUs). The new requirements become effective October 1, 2026.

Utah Code § 10-21-304 requires cities to adopt land use regulations permitting a detached accessory dwelling unit on any lot or parcel that is at least 11,000 square feet and contains a single-family dwelling, when the single-family dwelling is a permitted use on the property. The statute also establishes regulations cities are required to include, limitations on regulations cities may impose, and additional standards cities may elect to adopt.

The city's existing Accessory Dwelling Unit ordinance, Section 12-28-123, currently prohibits external accessory dwelling units in all zones and only provides regulations for internal accessory dwelling units. As a result of S.B. 284, the city's ordinance must be amended to permit DADUs consistent with state law.

Staff prepared amendments to Chapter 12-2, *Definitions*, and Section 12-28-123, *Accessory Dwelling Units*, to bring the city's regulations into compliance with state law and establish objective standards for the review and approval of both internal and detached accessory dwelling units. The Planning Commission reviewed the proposed amendment and held a public hearing on September 8, 2026.

The City Council reviewed the proposed amendment at its September 15, 2026 meeting. As part of its review, the Council considered the proposed ordinance, the Planning Commission's recommendation and comments, and staff's recommendations regarding the proposed changes, and held a public hearing.

City Council Direction

Following the City Council's review and discussion of the proposed amendment, the Council directed staff to make additional revisions to the ordinance before final consideration. The revisions directed by the Council are summarized below:

- **DADU Minimum Lot Size.** The Council directed that the minimum lot size for a detached accessory dwelling unit be reduced from the 11,000 square feet originally proposed by staff to 7,500 square feet. State law requires the City to allow a DADU on qualifying lots of at least 11,000 square feet but allows the City to permit DADUs on smaller lots. The 7,500-square-foot minimum represents a middle ground between the original staff recommendation and the Planning Commission's recommendation to

eliminate the minimum lot size altogether. The other applicable requirements of the ordinance, including setbacks, lot coverage, parking, building separation, and other development standards, would continue to apply.

- Temporary Owner Absence. The Council also directed staff to develop language addressing circumstances in which a property owner may be temporarily absent from the property without losing compliance with the owner-occupancy requirement. The intent is to provide reasonable flexibility for temporary absences while maintaining the underlying requirement that the property remain the owner's primary residence. Following the Council's direction, the City Attorney drafted language defining and regulating a temporary owner absence, which has been incorporated into the proposed ordinance for Council consideration.
- Minimum Rental Period. The state allowed cities to increase the minimum rental period from 30 days to 90 days. The current city code for IADUs is a 30-day minimum rental period. The Commission recommended keeping the same period for DADUs for consistency. This was missed on amendment the Council reviewed last time.

No other substantive changes have been made to the proposed amendment from the version reviewed by the City Council on September 15. Except for the revisions specifically directed by the Council and the minimum rental period, the proposed ordinance remains unchanged

Recommendation

Staff recommends the City Council review and approve the proposed accessory dwelling unit text amendment amending the ADU ordinance by adopting Ordinance 645.

THE CITY OF WOODS CROSS, UTAH

ORDINANCE No. 645

AN ORDINANCE OF THE WOODS CROSS CITY COUNCIL AMENDING TITLE 12, ZONING, CHAPTER 2, DEFINITIONS, AND CHAPTER 28, LAND USE AND SUPPLEMENTARY REGULATIONS, OF THE WOODS CROSS CITY CODE TO ESTABLISH REGULATIONS FOR INTERNAL AND DETACHED ACCESSORY DWELLING UNITS.

WHEREAS, the City is authorized to enact ordinances, resolutions, and rules, and to ensure the orderly growth, development, and expansion of the City; and

WHEREAS, during the 2026 General Session, the Utah Legislature adopted S.B. 284, which created Utah Code Section 10-21-304 addressing detached accessory dwelling units and requires qualifying municipalities to permit detached accessory dwelling units on qualifying lots or parcels; and

WHEREAS, the City Council finds it reasonable and necessary to amend the Woods Cross City Code to comply with state law and to establish objective standards for the review, construction, and use of internal and detached accessory dwelling units; and

WHEREAS, the Planning Commission held a public hearing on September 8, 2026, and forwarded a recommendation to the City Council concerning the proposed amendments.

NOW THEREFORE, BE IT ORDAINED by the City Council of Woods Cross City, Utah, as follows:

Section 1. Amendment of Ordinance. Title 12 Zoning Chapter 2, *Definitions*, and Chapter 28, *Land Use and Supplementary Regulations*, of the Woods Cross City Code are amended as provided in Exhibit “A,” attached hereto and incorporated herein by this reference.

Section 2. Repeal of Prior Ordinance. All prior versions of the provisions amended by this Ordinance are repealed to the extent they conflict with the amendments adopted herein.

Section 3. Severability. If any section, part or provision of this Ordinance, which shall include all exhibits, is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance; all sections, parts and provisions of this Ordinance shall be severable and enforced to the fullest lawful extent to meet the purposes hereof.

Section 4. Penalty. Violations of this Ordinance shall be established in Section 14-01-080 and Fines per Section 14-01-090 of the Woods Cross Municipal Code and Utah State Code.

Section 5. Effective Date. This Ordinance shall become effective immediately upon approval of the City Council and recording with the City.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS, UTAH ON THIS 29th DAY OF SEPTEMBER 2026.

THE CITY OF WOODS CROSS, UTAH

By: _____
RYAN WESTERGARD, MAYOR

Voting:

Julie Checketts	Yea ____	Nay ____	
Jim Grover	Yea ____	Nay ____	
Eric Jones	Yea ____	Nay ____	
Wallace Larrabee	Yea ____	Nay ____	
Rachel Peterson	Yea ____	Nay ____	
Ryan Westergard	Yea ____	Nay ____	<i>[tie vote only]</i>

ATTEST:

SEAL:



Annette Hanson
City Recorder

RECORDED in the office of the City Recorder this 29th day of September 2026.

CHAPTER 12-2 DEFINITIONS

Purpose and Interpretation; Definitions Incorporated by Reference.

For the purpose of this Title, certain words and terms are defined as follows:

- (a) Words used in the present tense include the future.
- (b) Words in the singular number include the plural and the plural will include the singular.
- (c) Words which are not included herein, but are defined in the Uniform Building Code, shall have the meaning as defined within said Uniform Building Code.
- (d) The word “shall” is mandatory and not directory.
- (e) Chapter and section headings contained herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of any chapter or section herein.
- (f) Other definitions set forth in the various Chapters of this Title are incorporated herein by reference.
- (g) Where words are not defined in this Chapter or Title, reference should be made to well recognized dictionary sources such as Webster’s New Collegiate Dictionary and Black’s Law Dictionary.
- (h) All references to code provisions and provisions of ordinances, regulations and rules shall be deemed to include any amendments to the same as they may be amended or adopted from time to time.
- (i) The definitions set forth in the Land Use Development and Management Act, *Utah Code Ann.* §10-9a-101, et seq. are incorporated herein by reference.
- (j) The definitions set forth in the various chapters of this Title are incorporated herein by reference.

Accessory Dwelling Unit or ADU. A dwelling unit that contains its own kitchen, bedroom(s), and bathroom facilities, is subordinate to a primary dwelling unit, and is located on that same lot/parcel as the primary dwelling unit.

Accessory Dwelling Unit, Internal or IADU. An internal accessory dwelling unit is an ADU found within the footprint of a primary dwelling at the time the internal accessory dwelling unit is created. These include a basement converted into a separate living space or a portion of an existing primary dwelling that is converted into separate living space.

Accessory Dwelling Unit, Detached or DADU. A stand-alone structure that includes an ADU separate from the primary dwelling. A DADU can be built as an entirely separate unit or constructed as part of an existing accessory structure, such as a detached garage. It can only be within the side yard or rear yard area of the primary dwelling.

CHAPTER 12-28 LAND USE AND SUPPLEMENTARY REGULATIONS

- 12-28-101. Land Use Table
- 12-28-102. Supplementary Regulations.
- 12-28-103. Administrative Review and Approval – Appeals.
- 12-28-104. Projections Into Yards.
- 12-28-105. Additional Height Regulations.
- 12-28-106. Annexation.
- 12-28-107. Clear View of Intersecting Streets.
- 12-28-108. Culinary Water and Sewage Disposal.
- 12-28-109. Fencing Regulations.
- 12-28-110. Yard, Landscaping, Maintenance and Storage.
- 12-28-111. Temporary Uses.
- 12-28-112. Self-Service Storage Facilities.
- 12-28-113. Flag Lots.
- 12-28-114. Noise Abatement Requirements.
- 12-28-115. Sexually Oriented Businesses.
- 12-28-116. Single-Family Dwelling Regulations.
- 12-28-117. Urban Chickens.
- 12-28-118. Apiaries (Beekeeping).
- 12-28-119. Westwood Mobile Home Subdivision.
- 12-28-120. Rail Spurs as a Conditional Use.
- 12-28-121. Development Agreements.
- 12-28-122. Public Utility Facilities.
- 12-28-123. Accessory Dwelling Units (ADU's).
- 12-28-124. Short-term Rentals.
- 12-28-125. Revocation Proceedings.
- 12-28-126. Shipping Containers

...

12-28-123. Accessory Dwelling Units (ADUs).

~~(a) Purpose and Intent; Director Review. The purposes of this Section are to assist in the creation of new housing units; to support a more efficient use of existing housing stock and infrastructure; to provide housing that responds to changing family needs, smaller households, and increasing housing costs; and to provide reasonable regulations for the construction and use of Accessory Dwelling Units within the City.~~

~~The Planning Commission is vested with authority to review and evaluate applications under this Section and to approve, approve with conditions, or deny any such application. Conditions imposed for approval shall be designed to mitigate any adverse effects of an ADU.~~

~~(b) Limitations on Accessory Dwelling Units~~

~~(1) External Accessory Dwelling Units ("EADU") are not allowed as a permitted or conditional use in any zone of the City. Mobile homes, recreational vehicles, travel/camp trailers and similar units are prohibited for use as an EADU or for any other dwelling purpose under this Title.~~

- ~~(2) Internal Accessory Dwelling Units (IADUs) — Use and Location. Subject to the requirements of this Section, one IADU is allowed as a permitted use in a single-family dwelling in any zone that is primarily for single-family residential uses, e.g., the City's R-1-8, R-1-15/20 and SFRT Zones; IADUs are also allowed in a single-family dwelling in the A-1 Zone~~
- ~~(A) The IADU shall be located within the footprint of the primary dwelling at the time the IADU is created.~~
- ~~(B) The IADU shall be used exclusively for the purpose of offering a long-term rental of thirty (30) days or longer.~~
- ~~(C) The IADU may house a maximum of four (4) unrelated tenants.~~
- ~~(c) General Regulations. The following regulations shall apply to all IADUs in the City.~~
- ~~(1) Parking. A primary dwelling with an IADU shall provide parking in a manner consistent with the City's parking ordinances, rules and regulations. In addition to the parking standards of the City and in the applicable Zone, there shall be at least one (1) off-street parking stall for an IADU. If an IADU is created within a garage or carport, the parking spaces previously contained within the garage or carport shall be replaced with similar facilities.~~
- ~~(2) The minimum size of the IADU shall be four hundred (400) square feet of living space within the primary dwelling.~~
- ~~(3) The IADU shall comply with all applicable building, health and fire codes.~~
- ~~(4) The IADU shall be designed in a manner that minimizes any changes in the appearance of the primary dwelling as a single-family dwelling.~~
- ~~(5) An IADU is prohibited within any mobile home (as defined by U.C.A. §57-16-3).~~
- ~~(6) If the primary dwelling is served by a septic tank, written approval shall be required from the Davis County Health Department.~~
- ~~(7) The lot or parcel on which the primary dwelling is located shall be at least 6,000 square feet in size.~~
- ~~(8) An IADU shall provide kitchen, sleeping, and sanitary facilities that are separate from those provided within the primary dwelling unit.~~
- ~~(9) The IADU shall share all utility meters with the primary residence.~~
- ~~(10) An IADU will not be given a separate address by the City. Residences with IADUs may refer mail to the IADU by the same street address as the residence and refer to the owner-occupant as located in unit "A" and the~~

~~tenant(s) in the IADU as located in unit "B," or by similar logical distinction.~~

- ~~(11) An IADU shall not be used as a Short-term Rental, shall not be listed for rental on a short-term rental website or for rental in any other media or publication.~~

~~(d) IADU Application and Permit:~~

- ~~(1) Every owner of an IADU in the City shall obtain a permit before any portion of a single-family residence is used for that purpose. A permit issued under this Section does not run with the land and expires upon the residence failing to be owner-occupied or upon the sale of the residence.~~
- ~~(2) An application for an IADU permit shall be filed with the Director and accompanied by the fee required by the Consolidated Fee Schedule.~~
- ~~(3) An applicant shall file a site plan and floor plan with the application. The site plan and floor plan shall demonstrate that all requirements of this section are met, including without limitation requirements related to: compliance with all health, building and fire codes; parking requirements; size of the IADU; utility services; and kitchen, sleeping and sanitary facilities.~~
- ~~(4) The site plan and floor plan shall be drawn accurately to scale showing property lines and dimensions, the location of existing buildings or additions, distances from buildings or additions to property lines, the location of parking stalls, utility meters, entrances to the home, and areas within the single-family residence to be used as an IADU.~~

~~(e) Noncompliance; Revocation or Withdrawal of Permit. A permit for an IADU may be revoked or withdrawn in the following circumstances:~~

- ~~(1) The conditions upon which the permit has been issued no longer are maintained by the property owner;~~
- ~~(2) The requirements of this Section or the permit have been violated; or~~
- ~~(3) The property owner applies for a withdrawal by submitting a sworn declaration that the property owner or lawful tenant is not and will not allow any occupant to use the accessory dwelling unit in violation of this section.~~

~~(f) Enforcement; Revocation of Permit. In the event of a violation of this Section, enforcement and revocation proceedings may be commenced as provided in this Chapter.~~

- (a) Purpose and Intent; Administrative Review. The purposes of this Section are to assist in the creation of additional housing units; to support the efficient use of existing housing stock, land, and infrastructure; to provide housing that responds to changing family needs, smaller households, and housing costs; and to

establish reasonable regulations for the construction and use of Accessory Dwelling Units within the City consistent with applicable state law.

Accessory Dwelling Units authorized by this Section are permitted uses subject to compliance with the objective requirements of this Section and other applicable provisions of this Title.

The Director, or designee, is vested with authority to administratively review applications under this Section and to approve or deny an application based upon compliance with the requirements of this Section. An application that complies with the applicable requirements of this Section shall be approved.

(b) General Limitations on Accessory Dwelling Units.

(1) No more than one (1) Accessory Dwelling Unit, whether an IADU or DADU, is permitted on a lot or parcel.

(2) An ADU shall be accessory and subordinate to a legally established primary single-family dwelling.

(3) The owner of record of a lot or parcel on which an ADU is located shall reside as the owner's primary residence in either:

(A) the primary single-family dwelling; or

(B) the ADU.

(4) Temporary Owner Absence. An owner who otherwise satisfies the owner-occupancy requirements of this section may temporarily reside away from the property because of a military assignment, employment commitment, family obligation, religious or quasi-public service, or other comparable circumstance, subject to the requirements of this subsection.

(A) Before renting both the primary dwelling and the accessory dwelling unit during a temporary absence, the owner shall obtain written approval from the Community Development Director. The application shall identify the circumstances requiring the temporary absence, the anticipated beginning and ending dates of the absence, and such documentation as the Director reasonably determines is necessary to establish the temporary nature of the absence.

(B) An approval under this subsection may not exceed twelve (12) months. During the approved period, the owner may rent both the primary dwelling and the accessory dwelling unit notwithstanding the owner-occupancy requirements of this section.

(C) Before an approval expires, the owner may apply for an extension. The Community Development Director may approve an extension

upon determining that the circumstances supporting the original approval continue to exist and remain temporary. Each extension shall specify an expiration date. The Director may require updated documentation demonstrating the continuing basis for the temporary absence.

(D) Upon expiration of an approval or extension, the property shall again comply with the owner-occupancy requirements of this section. Continued rental or occupancy of both the primary dwelling and the accessory dwelling unit after expiration of the approval or extension, while the owner does not reside in either dwelling, constitutes a violation of this section.

(E) Approval of a temporary absence does not waive or permanently modify the owner-occupancy requirement and does not create a nonconforming use or other right to continue renting both dwelling units after the approval expires. The owner bears the burden of demonstrating eligibility for an approval or extension under this subsection."

(5) An ADU shall not be rented, leased, offered, or advertised for occupancy for a period of less than ninety (90) consecutive days.

(6) Recreational vehicles, motor homes, travel trailers, camp trailers, mobile structures, shipping containers not converted and approved as permanent buildings, and other temporary or movable structures shall not be used as an ADU or for permanent dwelling purposes.

(7) An ADU shall comply with all applicable building, health, fire, and other codes applicable to residential occupancy.

(8) An ADU shall not be separately subdivided, condominiumized, or sold separately from the primary dwelling and underlying lot or parcel.

(c) Internal Accessory Dwelling Units (IADU).

Subject to the requirements of this Section, one IADU is allowed as a permitted use within a qualifying primary dwelling in any area in which an IADU is required to be permitted by Utah Code §10-21-303.

(1) An IADU shall be subject to the following

(A) The IADU shall be located within the footprint of the primary dwelling at the time the IADU is created.

(B) The primary dwelling shall be a detached single-family dwelling.

(C) The IADU shall provide kitchen, sleeping, and sanitary facilities separate from those provided for the remainder of the primary dwelling.

- (D) An IADU is prohibited within a mobile home as defined by applicable Utah law.
- (E) If the primary dwelling is served by a septic system, the property owner shall provide evidence of approval from the applicable health department when required by applicable law or health regulation.
- (F) An IADU shall be prohibited on a lot or parcel six thousand (6,000) square feet or less.
- (G) An IADU shall be designed in a manner that does not materially change the appearance of the primary dwelling as a single-family dwelling.
- (H) A separate utility meter shall not be installed solely for the IADU.
- (I) The IADU shall not be assigned a separate street or mailing address.

(2) Internal Accessory Dwelling Unit Parking.

- (A) A primary dwelling containing an IADU shall provide at least one (1) additional on-site parking space for the IADU in addition to parking required for the primary dwelling.
- (B) If an IADU is created within a garage or carport and the conversion eliminates parking spaces otherwise required for the primary dwelling, the required parking spaces shall be replaced on-site.

(d) Detached Accessory Dwelling Unit (DADU).

Subject to the requirements of this Section, one DADU shall be permitted on a lot or parcel when:

- (1) The lot or parcel is seven thousand five hundred (7,500) square feet or larger;
- (2) The lot or parcel contains a detached single-family dwelling;
- (3) No other IADU or DADU exists on the lot or parcel; and
- (4) The DADU complies with this Section and all other applicable requirements of this Title.

General requirements applicable to all DADU permits:

- (A) Location and Setbacks.

- (i) A DADU shall not be located within the required front-yard area or corner side yard between the primary dwelling and the street of a lot or parcel.
- (ii) A DADU shall maintain a minimum setback of five (5) feet from an interior side, corner side, or rear property line and a minimum separation of six (6) feet from the primary dwelling and other structures on the same lot, except where a greater separation is required by applicable building or fire code. A DADU shall comply with all applicable street-side, clear-view, easement, utility, building, and fire-code requirements.
- (iii) Exterior windows of the DADU shall not negatively impact adjacent properties.
- (iv) A DADU shall not be located within a public utility easement or other recorded easement unless the easement holder has provided written authorization acceptable to the City.

(B) Size, Height, and Lot Coverage.

- (i) A DADU shall not be larger in gross floor area than the primary dwelling located on the same lot or parcel.
- (ii) A DADU shall comply with the height requirements otherwise applicable to accessory structures in the zoning district in which the property is located.
- (iii) A DADU shall comply with maximum lot coverage requirements of the underlying zoning district.
- (iv) A garage, storage area, or other uninhabitable space constructed in conjunction with a DADU shall be included when determining compliance with applicable accessory building size and lot coverage.

(C) Design. A DADU shall be designed consistent with the single-family dwelling.

(D) Parking. In addition to parking otherwise required for the primary dwelling:

- (i) A DADU containing less than six hundred fifty (650) square feet of habitable floor area shall provide one (1) additional on-site parking space.

(ii) A DADU containing six hundred fifty (650) square feet or more of habitable floor area shall provide two (2) additional on-site parking spaces.

(iii) Required parking may be provided within an approved driveway, garage, carport, or other approved on-site parking area.

(iv) If a detached garage is converted to a DADU, parking spaces required for the primary dwelling that were located within the detached garage shall be replaced on-site.

(E) DADU Utilities and Infrastructure.

(i) A DADU shall have lawful and adequate access to required utility services.

(ii) The City may prohibit or deny a DADU if the DADU will not have adequate access to a required utility service that constitutes a project improvement, including:

(1) Sanitary sewer;

(2) Culinary water;

(3) Electrical service; or

(4) Storm water facilities.

(iii) The City may prohibit or deny a DADU if a utility service constituting a system improvement to which the DADU is required to connect lacks sufficient capacity to support the DADU.

(iv) The property owner shall be responsible for lawful connection, extension, improvement, and utility costs associated with serving the DADU.

(e) Conversion of a Legally Constructed Accessory Structure to a DADU.

An owner may apply to convert a legally constructed accessory structure, including a detached garage, to a DADU. Conversion shall be approved when:

(1) The lot or parcel qualifies for a DADU under this Section;

(2) The accessory structure was legally constructed or otherwise constitutes a lawful structure under this Title;

(3) The structure complies with applicable dwelling and accessory structure setback requirements or otherwise has lawful nonconforming status that permits the proposed conversion;

- (4) The proposed conversion complies with all applicable building, health, and fire codes;
 - (5) Parking required for the primary dwelling that is eliminated through conversion of a detached garage is replaced on-site; and
 - (6) All required building permits and approvals have been obtained.
- (f) ADU Application and Permit.
 - (1) Before an IADU or DADU is rented or occupied as a separate dwelling unit, the property owner shall obtain an ADU and Building Permit.
 - (2) An application shall be filed with the Director on a form provided by the City and shall be accompanied by the applicable fee established by the Consolidated Fee Schedule.
 - (3) A complete application shall contain information reasonably necessary for the City to determine compliance with applicable requirements and may include:
 - (A) A site plan, which includes location of existing and proposed buildings, property lines and dimensions, setbacks, easements, and parking locations;
 - (B) A floor plan of the ADU and primary dwelling, if applicable;
 - (C) Building elevations, if applicable, to show dimensional requirements;
 - (D) Utility locations and connections;
 - (E) Square footage;
 - (F) Owner-occupancy documentation; and
 - (G) Other information reasonably necessary to demonstrate compliance with objective requirements of this Section.
- (g) Change in Ownership.
 - (1) A rental permit or registration issued under this Section shall remain valid only while the property complies with the requirements applicable to the ADU.
 - (2) Upon transfer of ownership of a property containing an ADU, a new owner shall obtain any owner-occupancy affidavit, rental permit, registration, or license required by the City before renting the ADU.
 - (3) Transfer of ownership does not by itself require removal of a lawfully established ADU, provided the ADU continues to comply with applicable land use, building, health, and fire requirements.

(h) Noncompliance; Revocation or Withdrawal of Permit.

A permit for an ADU may be revoked or withdrawn in the following circumstances:

- (1) The requirements upon which the permit was issued are no longer satisfied;
- (2) The requirements of this Section or other applicable law have been violated;
- (3) The ADU is altered or expanded in violation of applicable approvals; or
- (4) The property owner requests withdrawal or termination of the permit.

Prior to revocation, the City shall provide any notice and opportunity to cure or contest the alleged violation required by applicable law.

(i) Enforcement.

Violations of this Section may be enforced as provided by this Title and applicable state law.

....

Public Input Items with Requested Action



Ryan Westergard
Mayor

Bryce K Haderlie
City Administrator

Public Works Department

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

Memorandum

DATE: September 23, 2026

TO: Mayor and City Council

FROM: Sam Christiansen, Public Works Director

SUBJECT: RESOLUTIONS AUTHORIZING CONDEMNATION OF A TEMPORARY CONSTRUCTION EASEMENT LOCATED WITHIN THE CORPORATE BOUNDARIES OF BOUNTIFUL CITY FOR PUBLIC IMPROVEMENT PURPOSES (DEARDEN, DIXON, AND LEWIS PROPERTIES)

Recommendation

Staff recommends the approval of the Resolution Authorizing Condemnation of a Temporary Construction Easements within the Corporate boundaries of Bountiful City for Public Improvement Purposes (Dixon, Dearden, and Lewis Properties) and to continue negotiating the temporary construction easement for the shoring soil nails that will extend into their property at a subsurface level and not impact the surface of their property.

Budget

Funding for this easement and potential litigation will be paid out of the 1500 S Tank Reservoir replacement Project 51-61-703

Background

Demolition of the 2 old reservoirs and construction of a new tank require temporary soil shoring because the tank footing will be 20-24 ft below ground. To complete the work safely, shoring with soil nails is required to properly retain the property around the project.

Since May 2026, Woods Cross City employees and the City's consultants have been communicating with a representative of the Dixon, Dearden, and Lewis families to obtain the temporary construction easement voluntarily. City representatives have worked to explain the need for the easement and complete the acquisition without condemnation proceedings.



Ryan Westergard
Mayor

Bryce K Haderlie
City Administrator

Public Works Department

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

As part of the required acquisition and condemnation process, the City sent the required Four Options Letters on July 30, 2026, and a Notice of Condemnation on September 10, 2026, with an offer letter to all affected property owners. These notices informed the affected parties of the proposed acquisition and the City's intent to proceed with condemnation if it could not otherwise obtain the easement.

Despite the City's continued efforts to acquire the easement through negotiations, the City has not secured the easements within the timeframe needed for the public improvement project. The City must therefore proceed to the next step in the condemnation process so that the project can move forward.

NEED FOR THE TEMPORARY CONSTRUCTION EASEMENT

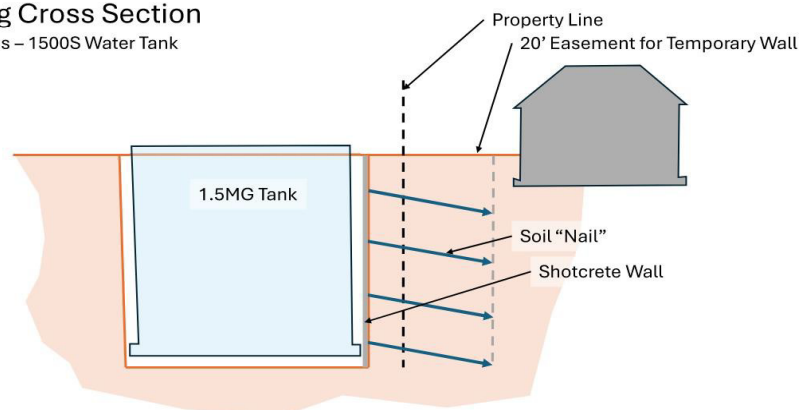
The temporary construction easements are required to complete the planned 1500 S Tank Replacement Project. The proposed resolution formally determines that acquisition of the easement is required for the public interest, safety, welfare, health, and necessity. It further finds that the easement has been located in a manner intended to provide the greatest public good while minimizing private injury.

Approval of the resolution does not prevent the City from continuing to work cooperatively with the Dixon, Dearden, and Lewis families or their representatives to reach a voluntary agreement. Instead, the resolution authorizes the City Attorney to preserve the project schedule and proceed through the statutory condemnation process if a negotiated acquisition cannot be completed.

CONDEMNATION AUTHORIZATION

The proposed resolution authorizes the City Attorney, on behalf of Woods Cross City, to acquire the temporary construction easements pursuant to Utah eminent domain law and to prepare and prosecute any necessary proceedings in the appropriate court.

Soil Nailing Cross Section
Woods Cross – 1500S Water Tank





1555 South 800 West
Woods Cross, UT 84087
801-292-4421

September 2, 2026

Charles & Susan Dearden
1595 South 100 East
Bountiful, UT 84010

Re: Notice of Consideration of Condemnation Resolution by the City Council of Woods Cross City

Dear Charles & Susan Dearden,

Please be advised that at the City Council meeting on September 29, 2026, at 7:00 p.m., the City Council of Woods Cross City will consider a resolution approving the exercise of eminent domain authority to acquire a Temporary Construction Easement on property owned by Charles & Susan Dearden. The Temporary Construction Easement is required by the City for the purpose of constructing a water tank and related improvements.

Please be advised that you have a right to appear before the City Council on September 29, 2026, to present your position regarding the proposed condemnation of a portion of your property for the Temporary Construction Easement. That meeting will commence at 7:00 p.m. at the Council Chambers at Woods Cross City Hall located at 1555 South 800 West, Woods Cross, UT 84087. Should you have any questions regarding the foregoing, please do not hesitate to contact me.

Sincerely,

Annette Hanson
City Recorder

cc: Jayme Blakesley, City Attorney





1555 South 800 West
Woods Cross, UT 84087
801-292-4421

September 2, 2026

Bret & Julie Dixon
143 East 1600 South
Bountiful, UT 84010

Re: Notice of Consideration of Condemnation Resolution by the City Council of Woods Cross City

Dear Bret & Julie Dixon

Please be advised that at the City Council meeting on September 29, 2026, at 7:00 p.m., the City Council of Woods Cross City will consider a resolution approving the exercise of eminent domain authority to acquire a Temporary Construction Easement on property owned by Bret and Julie Dixon. The Temporary Construction Easement is required by the City for the purpose of constructing a water tank and related improvements.

Please be advised that you have a right to appear before the City Council on September 29, 2026, to present your position regarding the proposed condemnation of a portion of your property for the Temporary Construction Easement. That meeting will commence at 7:00 p.m. at the Council Chambers at Woods Cross City Hall located at 1555 South 800 West, Woods Cross, UT 84087. Should you have any questions regarding the foregoing, please do not hesitate to contact me.

Sincerely,

Annette Hanson
City Recorder

cc: Jayme Blakesley, City Attorney





1555 South 800 West
Woods Cross, UT 84087
801-292-4421

September 2, 2026

Spencer & Kennady Lewis
99 East 1600 South
Bountiful, UT 84010

Re: Notice of Consideration of Condemnation Resolution by the City Council of Woods Cross City

Dear Spencer & Kennady Lewis

Please be advised that at the City Council meeting on September 29, 2026, at 7:00 p.m., the City Council of Woods Cross City will consider a resolution approving the exercise of eminent domain authority to acquire a Temporary Construction Easement on property owned by Spencer and Kennady Lewis. The Temporary Construction Easement is required by the City for the purpose of constructing a water tank and related improvements.

Please be advised that you have a right to appear before the City Council on September 29, 2026, to present your position regarding the proposed condemnation of a portion of your property for the Temporary Construction Easement. That meeting will commence at 7:00 p.m. at the Council Chambers at Woods Cross City Hall located at 1555 South 800 West, Woods Cross, UT 84087. Should you have any questions regarding the foregoing, please do not hesitate to contact me.

Sincerely,

Annette Hanson
City Recorder

cc: Jayme Blakesley, City Attorney



**WOODS CROSS CITY
RESOLUTION NO. 2026-1020**

**A RESOLUTION AUTHORIZING CONDEMNATION OF A
TEMPORARY CONSTRUCTION EASEMENT LOCATED WITHIN
THE CORPORATE BOUNDARIES OF BOUNTIFUL CITY FOR
PUBLIC IMPROVEMENT PURPOSES (DEARDEN PROPERTY)**

WHEREAS, the City Council of Woods Cross City has determined that public health, safety and welfare require that the City acquire that certain Temporary Construction easement described in Exhibit “A” attached hereto for public improvement purposes; and

WHEREAS, the City has the power of eminent domain under Utah law and the City Council has determined it is necessary to invoke the same to condemn the needed easement;

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

Section 1. Findings and Determination. The City Council of Woods Cross City hereby finds, determines and declares that public interest, safety, welfare, health and necessity require that the City acquire that certain temporary construction easement described in Exhibit “A” attached hereto and by this reference made a part hereof, for the purpose of public improvements. The proposed easement has been platted and located in a manner which is most compatible for the greatest public good and the least private injury with respect to the improvements.

Section 2. Authorization. The City Attorney is hereby empowered and requested, on behalf of Woods Cross City, to acquire the easement, together with other rights connected therewith as described in Exhibit “A” attached hereto, in accordance with the provisions of the laws of the State of Utah pertaining to eminent domain. Further, the City’s Attorney is hereby authorized to prepare and prosecute such proceedings in the proper court having jurisdiction thereof as are necessary to complete such acquisition.

Section 3. Value Determination. The City Council of Woods Cross City hereby finds and determines that the total value of the easement sought to be condemned is Seven Thousand and Thirty-Three Dollars (\$7,033.00) or less. The City Council hereby declares that such sum has been determined by the City Council to be just compensation for the easement taken.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, THIS 29TH DAY OF SEPTEMBER, 2026.

**WOODS CROSS CITY
A MUNICIPAL CORPORATION**

ATTEST:

RYAN WESTERGARD, MAYOR

ANNETTE HANSON, CITY RECORDER

Voting:

Julie Checketts	Yea ____	Nay ____
Eric Jones	Yea ____	Nay ____
Wallace Larrabee	Yea ____	Nay ____
Jim Grover	Yea ____	Nay ____
Rachel Peterson	Yea ____	Nay ____
Ryan Westergard	Yea ____	Nay ____

[tie vote only]



EXHIBIT “A”

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

When recorded, return to:

Woods Cross City

Attn: City Recorder

1555 South 800 West

Woods Cross, Utah 84087

Tax Parcel No(s): 03-095-0011

Space above for Recorder's use only

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

(With Soil Nail Abandonment Provisions)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is entered into as of _____, 20__ (the "Effective Date"), by and between CHARLES AND SUSAN DEADEN whose address is 1595 South 100 East Bountiful, UT 84010 ("Grantor"), and WOODS CROSS CITY, a municipal corporation and political subdivision of the State of Utah, whose address is 1555 South 800 West, Woods Cross, Utah 84087 ("Grantee" or the "City"). Grantor and Grantee may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Grantor is the fee simple owner of certain real property located in Davis County, Utah, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Grantor Property").
- B. Grantee is the owner of real property adjacent to the Grantor Property upon which Grantee intends to construct a new 1.5 million gallon water storage tank and related improvements as part of its municipal water system (the "Project").
- C. Grantee requires a Temporary Easement (Exhibit B) to install soil nails and related subsurface stabilization improvements that will extend beneath portions of the Grantor Property in connection with the Project. Except for limited entry reasonably necessary to perform such work, all construction operations, excavation, grading, staging, and related activities shall be conducted from Grantee's property or other property upon which Grantee has lawful authority to perform such work. No surface disturbance of the Grantor Property is anticipated.
- D. The soil nails will extend beneath the surface of the Grantor Property but will be abandoned in place upon completion of the Project, with all right, title, and interest therein passing to Grantor as provided herein.
- E. The portion of the Grantor Property over which this temporary easement is granted is more particularly described in Exhibit B and depicted in Exhibit C attached hereto (the "Easement Area").

- F. Grantor has agreed to grant Grantee a temporary construction easement over the Easement Area upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the payment of the Easement Consideration described below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Temporary Construction Easement

Grantor hereby grants and conveys to Grantee a temporary, non-exclusive construction easement (the "Easement") over, across, under, and through the Easement Area for the purposes described in Section 2 below, subject to the terms and conditions of this Agreement.

2. Purpose and Scope of Easement

The Easement is granted solely for the following purposes in connection with the Project:

- (a) Installation and continued presence of soil nails and other subsurface stabilization improvements extending beneath the Easement Area, substantially as shown on the Exhibit C;
- (b) Limited access reasonably necessary to perform the installation of such subsurface improvements;
- (c) No right is granted to occupy, stage equipment, store materials, excavate, grade, backfill, remove landscaping, remove fencing, remove irrigation systems, or otherwise use the surface of the Easement Area for construction purposes, except as may be reasonably necessary to perform the activities expressly authorized herein;
- (d) Except for any limited entry reasonably necessary to perform the authorized subsurface work, all construction activities shall be conducted from Grantee's property or other property where Grantee has lawful authority to enter; and
- (e) No rights are granted except those expressly described in this Agreement.

3. Term

The Easement shall commence upon the commencement of construction activities associated with the Project (the "Commencement Date"), as identified in written notice provided by Grantee to Grantor prior to the start of such activities.

The Easement shall automatically terminate on the earlier of:

- (a) 18 months after the Commencement Date or
- (b) the date on which Grantee provides Grantor with written notice that the authorized construction activities have been completed and any required restoration has been performed ("Termination Date") .

The Parties may extend the term by mutual written agreement

4. Easement Consideration

As consideration for the Easement and the rights granted herein, including compensation for the soil nails to be abandoned in place as described in Section 5, Grantee shall pay to Grantor the sum of *SEVEN THOUSAND THIRTY-THREE* Dollars (\$7,033) (the "Easement Consideration"), payable within thirty (30) days following the Effective Date. The Parties acknowledge that the Easement Consideration constitutes just and full compensation for all rights granted under this Agreement and for any diminution in value of the Grantor Property attributable to the abandoned soil nails.

5. Soil Nails; Abandonment; Release

- (a) **Abandonment.** Upon curing of the shotcrete facing wall and completion of the Project, Grantee hereby expressly ABANDONS the soil nails located within or extending into the Grantor Property (the "Abandoned Soil Nails") and disclaims all right, title, and interest in and to the Abandoned Soil Nails. Title to the Abandoned Soil Nails, and all rights and obligations relating thereto, shall pass to and vest in Grantor as of the Termination Date.
- (b) **Grantor's Rights.** Following the Termination Date, Grantor and Grantor's successors and assigns shall have the absolute and unrestricted right to remove, cut back, leave in place, cover over, build over, excavate around, or otherwise deal with the Abandoned Soil Nails in any manner Grantor chooses, at Grantor's sole discretion and expense, without any obligation to notify, consult with, or obtain the consent of Grantee.
- (c) **Release and Covenant Not to Sue.** Grantee, on behalf of itself and its successors and assigns, hereby releases Grantor and Grantor's successors and assigns from any and all claims, demands, causes of action, damages, or liabilities of any kind, whether known or unknown, arising out of or relating to Grantor's removal, disturbance, alteration, or other treatment of the Abandoned Soil Nails at any time after the Termination Date. Grantee further covenants not to sue Grantor or any successor or assign of Grantor in connection with any such action.
- (d) **No Access or Maintenance Rights.** Grantee expressly acknowledges and agrees that it shall have no right to enter upon the Grantor Property after the Termination Date, and no right or obligation to inspect, maintain, monitor, repair, or replace the Abandoned Soil Nails. This Agreement does not create any permanent easement, license, or other interest in the Grantor Property in favor of Grantee.
- (e) **As-Built Drawings.** Within thirty (30) days following the Termination Date, Grantee shall deliver to Grantor as-built drawings prepared by a Utah-licensed professional engineer or surveyor showing the horizontal location and vertical depth of the Abandoned Soil Nails

within the Grantor Property. The drawings shall be of sufficient detail to permit identification of the Abandoned Soil Nails in connection with any future excavation or construction on the Grantor Property.

- (f) **Grantor Acknowledgment.** Grantor acknowledges and accepts that the Abandoned Soil Nails will remain in the ground beneath the Grantor Property following the Termination Date. Grantor further acknowledges that the Easement Consideration reflects and fully compensates Grantor for this condition.

6. Construction Standards and Conduct of Work

- (a) **Standard of Care.** All work performed by or on behalf of Grantee within the Easement Area shall be performed in a good and workmanlike manner, in compliance with all applicable federal, state, and local laws, ordinances, regulations, and permit requirements, and in accordance with generally accepted engineering and construction practices.
- (b) **Work Hours.** Construction activities within the Easement Area shall generally be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, excluding legal holidays, except as reasonably necessary to address emergencies or to complete time-sensitive work (such as concrete pours).
- (c) **Minimizing Disturbance.** Because all major construction activities are intended to occur from Grantee's property, Grantee shall conduct the authorized work in a manner that minimizes any impact to the Grantor Property and shall avoid unnecessary entry onto the surface of the Easement Area.
- (d) **Notice of Commencement.** Grantee shall provide Grantor with not less than ten (10) days' advance written notice before commencing work within the Easement Area.
- (e) **Utilities.** Grantee shall, at its sole cost and expense, locate and protect all existing utilities within or affecting the Easement Area in accordance with Utah Code § 54-8a-1 et seq. (Underground Facility Damage and Accident Prevention Act).

7. Restoration

The Parties acknowledge that the construction activities authorized by this Agreement are limited primarily to the installation of subsurface stabilization improvements beneath the Easement Area and that Grantee does not anticipate disturbing the surface of the Easement Area.

If Grantee, its employees, contractors, subcontractors, consultants, or agents cause any damage to or disturbance of the surface of the Easement Area in connection with the authorized activities, Grantee shall repair and restore the affected area, at its sole expense, as nearly as reasonably practicable to its condition immediately prior to the disturbance.

Grantee's restoration obligations do not extend to the subsurface condition of the Easement Area with respect to the Abandoned Soil Nails, which are addressed exclusively in Section 5.

8. Insurance

Grantee shall maintain, or shall require its contractors performing work within the Easement Area to maintain, the following insurance coverage during all periods of construction activity within the Easement Area:

- (a) Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (b) Workers' compensation insurance as required by Utah law and employer's liability insurance; and
- (c) Automobile liability insurance with limits of not less than \$1,000,000 combined single limit.

Grantor shall be named as an additional insured on the commercial general liability policy with respect to work performed within the Easement Area. Certificates of insurance shall be provided to Grantor upon request. Nothing in this Section limits or waives any protections, caps, or immunities afforded to Grantee under the Utah Governmental Immunity Act, Utah Code § 63G-7-101 et seq.

9. Indemnification

To the extent permitted by the Utah Governmental Immunity Act, Utah Code § 63G-7-101 et seq., and subject to the limitations, caps, procedures, and defenses set forth therein, Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all third-party claims, losses, damages, and expenses (including reasonable attorneys' fees) for bodily injury or property damage to the extent caused by the negligent or wrongful acts or omissions of Grantee, its employees, agents, or contractors in the performance of work under this Agreement. This indemnity shall not apply to claims arising from (i) Grantor's own negligence or willful misconduct; (ii) Grantor's actions with respect to the Abandoned Soil Nails after the Termination Date; or (iii) the acts or omissions of any third party not under Grantee's control. This Section shall survive termination of the Easement for a period of three (3) years.

10. Recording; Constructive Notice

This Agreement shall be recorded in the official records of the Davis County Recorder. The Parties intend that recording shall provide constructive notice to all subsequent owners and encumbrancers of the Grantor Property of: (a) the temporary easement rights granted herein during the term of the Easement; and (b) the existence, location, and depth of the Abandoned Soil Nails following the Termination Date. This Agreement, together with any recorded notice of termination, is intended to satisfy the disclosure objectives of both Parties with respect to the Abandoned Soil Nails.

11. Notice of Termination

Within thirty (30) days following the Termination Date, Grantee shall record in the Davis County Recorder's office a Notice of Termination of Temporary Construction Easement, substantially in the form attached as Exhibit D, confirming that the Easement has terminated and that the Abandoned Soil Nails have been abandoned to Grantor as provided in Section 5. Grantee's failure to record such notice shall not extend the Easement or create any continuing rights in favor of Grantee.

12. Grantor's Reserved Rights

Grantor reserves the right to use the Easement Area and the Grantor Property for any and all purposes not inconsistent with the Easement during its term, and shall have the full and unrestricted use of the Grantor Property following the Termination Date. Nothing in this Agreement shall be construed to grant Grantee any permanent interest, subsurface or otherwise, in the Grantor Property.

13. Assignment

Grantee may not assign this Agreement or its rights under the Easement to any party other than a successor municipal entity or a contractor performing work on the Project, without Grantor's prior written consent, which shall not be unreasonably withheld. The benefits and burdens of this Agreement, to the extent they survive the Termination Date (including Sections 5, 9, and 10), shall run with the land and bind the successors and assigns of the Parties.

14. Miscellaneous

- (a) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any dispute arising under this Agreement shall be in the Second Judicial District Court of Davis County, Utah.
- (b) **Notices.** All notices under this Agreement shall be in writing and delivered by hand, by certified U.S. mail (return receipt requested), or by nationally recognized overnight courier to the addresses set forth in the introductory paragraph of this Agreement, or to such other address as a Party may designate in writing.
- (c) **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- (d) **Amendment.** This Agreement may be amended only by a written instrument signed by both Parties and, if required for enforceability against subsequent owners, recorded in the Davis County Recorder's office.
- (e) **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

- (f) **Authority.** Each person executing this Agreement on behalf of a Party represents and warrants that such person has full authority to do so and to bind the Party for whom such person is signing.
- (g) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.
- (h) **Covenant of Good Faith.** The Parties shall act in good faith in the performance of their obligations under this Agreement.
- (i) **No Third-Party Beneficiaries.** Except as expressly provided herein with respect to successors and assigns, this Agreement is not intended to confer any rights or remedies upon any person or entity not a Party hereto.
- (j) **Survival.** The provisions of Sections 5 (Abandonment), 9 (Indemnification), 10 (Recording), 11 (Notice of Termination), 12 (Reserved Rights), and 14 (Miscellaneous) shall survive termination of the Easement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

Charles Dearden

Date: _____

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On this ____ day of _____, 20__, before me personally appeared Charles Dearden who duly acknowledged to me that he/she/they executed the foregoing Temporary Construction Easement Agreement.

Notary Public

My commission expires: _____

Susan Dearden

Date: _____

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On this ____ day of _____, 20__, before me personally appeared Susan Dearden who duly acknowledged to me that he/she/they executed the foregoing Temporary Construction Easement Agreement.

Notary Public

My commission expires: _____

GRANTEE:

WOODS CROSS CITY, a Utah municipal corporation

By: _____

Name: Bryce Haderlie

Title: City Administrator

Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On this ____ day of _____, 20__, before me personally appeared Bryce Haderlie who being by me duly sworn, did say that he/she is the City Administrator of Woods Cross City, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of said municipal corporation by authority of its governing body, and said person acknowledged to me that said corporation executed the same.

Notary Public

My commission expires: _____

EXHIBIT A

Legal Description of Grantor Property

BEG AT NE COR LOT 11, NORMANDY PARK; TH S 0°04' E 110.90 FT; TH 89°56' W 65 FT TO PT OF TANGENCY WITH A 20 FT RAD CURVE TO RIGHT; TH CLOCKWISE AROUND SD CURVE FOR AN ARC DIST OF 31.42 FT; TH N 0°04' W 57.73 FT; TH N 38°15'20" E 43.25 FT; TH S 89°19' E 58.19 FT TO BEG. CONT. 0.20 ACRES.

TAX ID PARCEL 03-095-0011.

EXHIBIT B

Temporary Construction Easement

WHEN RECORDED, RETURN TO:

Woods Cross City
Attn: City Recorder
1555 South 800 West
Woods Cross, Utah 84087

Tax Parcel No(s): 03-095-0011

TEMPORARY CONSTRUCTION EASEMENT

CHARLES AND SUSAN DEADEN whose address is 1595 South 100 East Bountiful, UT 84010, ("Grantors"), hereby convey and warrants to Woods Cross City a municipal corporation and political subdivision of the State of Utah, whose address is 1555 South 800 West, Woods Cross, Utah 84087 ("Grantee" or the "City"), its successors in interest and assigns, Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a temporary easement, to construct a new 1.5 million gallon water storage tank in Bountiful City, Utah, and infrastructure and associated facilities and utilities related thereto, on, over, under, adjacent, and across real property located in Davis County, Utah and described as follows:

Temporary Construction Easement:

Part of Lot 11, Normandy Park Subdivision, located in the Southeast Quarter of Section 30, T.2N., R.1E., S.L.B.&M., more particularly described as follows:

Beginning at the northeast corner of said Lot 11; thence S.00°04'E. 20.00 feet along said easterly line; thence N.89°19'W. 73.84 feet; thence N.38°15'20"E. 25.23 feet to the northerly line of said Lot 11; thence S.89°19'E. 58.19 feet along the northerly line to the point of beginning.

Containing 1,320 square feet more or less.

<u>County Serial No.</u>	<u>Square Footage</u>	<u>Easement</u>
03-095-0011	1,320 square feet more or less	Temporary

Together with a temporary, non-exclusive right to install soil nails and other subsurface stabilization improvements extending beneath the above-described easement area in connection with the City's 1500 South Water Tank Project. Except for limited entry reasonably necessary to perform the authorized subsurface work, all construction operations, excavation, grading, staging, material storage, and related construction activities shall be conducted from property owned by the City or from other property upon which the City has lawful authority to perform such work.

No right is granted to occupy or use the surface of the Grantors' property for construction activities, material storage, equipment staging, landscaping removal, or similar purposes, except as may be reasonably necessary to complete the authorized subsurface work.

The Parties acknowledge that the soil nails and other subsurface stabilization improvements installed pursuant to this easement are intended to remain beneath the Grantors' property following completion of construction. The City does not anticipate any disturbance to the surface

of the Grantors' property. If any surface disturbance or damage occurs as a result of the authorized work, the City shall restore the affected area as nearly as reasonably practicable to its pre-construction condition.

The Easement shall commence upon the commencement of construction activities associated with the Project (the "Commencement Date"), as identified in written notice provided by Grantee to Grantor prior to the start of such activities.

The Easement shall automatically terminate on the earlier of:

- (a) 18 months after the Commencement Date or
- (b) the date on which Grantee provides Grantor with written notice that the authorized construction activities have been completed and any required restoration has been performed ("Termination Date").

GRANTOR

Charles Dearden

STATE OF UTAH

COUNTY OF DAVIS

On the ____ day of _____, 2026, personally appeared before me _____, the signer of the foregoing instrument who duly acknowledged to me that he, and/or she is the property owner of said property.

NOTARY PUBLIC

Susan Deaden

STATE OF UTAH

COUNTY OF DAVIS

On the ____ day of _____, 2026, personally appeared before me
_____, the signer of the foregoing instrument who duly acknowledged to me that he,
and/or she is the property owner of said property.

NOTARY PUBLIC

Accepted by Grantee, Woods Cross City

Bryce Haderlie
City Administrator

STATE OF UTAH)
 ss.
COUNTY OF DAVIS)

On this ____ day of _____, 20__, before me personally appeared Bryce Haderlie who being by me duly sworn, did say that he/she is the City Administrator of Woods Cross City, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of said municipal corporation by authority of its governing body, and said person acknowledged to me that said corporation executed the same.

Notary Public
My commission expires: _____

EXHIBIT C

Depiction of Easement Area

Soil Nailing Cross Section

Woods Cross – 1500S Water Tank

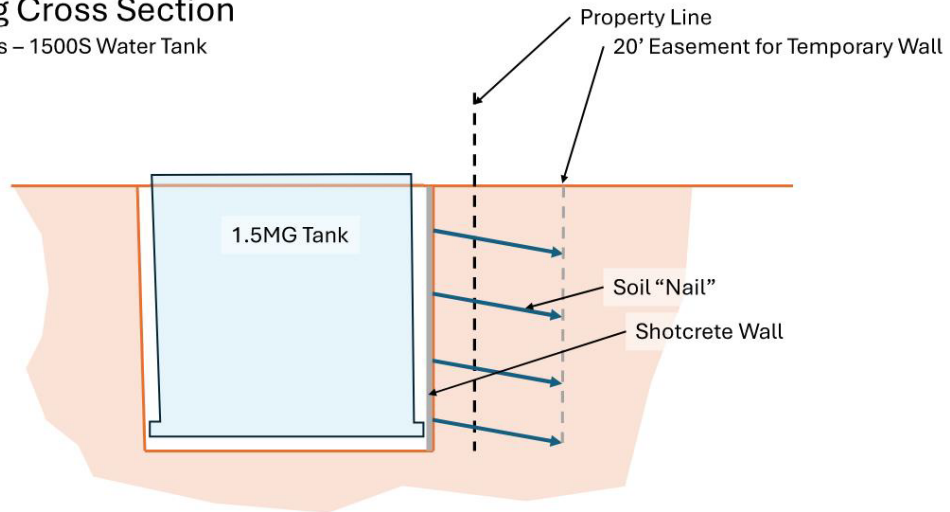


EXHIBIT D

Form of Notice of Termination

When recorded, return to:

Woods Cross City

Attn: City Recorder

NOTICE OF TERMINATION OF TEMPORARY CONSTRUCTION EASEMENT

NOTICE IS HEREBY GIVEN that the Temporary Construction Easement Agreement dated [_____] , 20[___] , by and between _____ ("Grantor") and Woods Cross City, a Utah municipal corporation ("Grantee"), recorded on [_____] , 20[___] , as Entry No. [_____] in the official records of the Davis County Recorder, affecting the real property described in **Exhibit A** attached hereto, has been **TERMINATED** effective as of [_____] , 20[___].

Pursuant to Section 5 of the Temporary Construction Easement Agreement, Grantee has abandoned all soil nails extending into the described property, and all right, title, and interest therein has passed to Grantor. Grantee retains no easement, license, or other interest in the property following termination.

As-built drawings showing the horizontal location and vertical depth of the abandoned soil nails are attached as **Exhibit B** hereto and are provided for informational purposes to place future owners on notice of the existence and location of the abandoned soil nails.

WOODS CROSS CITY

By: _____

Name: Bryce Haderlie

Title: City Administrator

Date: _____

[Notary acknowledgment to be attached]

**WOODS CROSS CITY
RESOLUTION NO. 2026-1021**

**A RESOLUTION AUTHORIZING CONDEMNATION OF A
TEMPORARY CONSTRUCTION EASEMENT LOCATED WITHIN THE
CORPORATE BOUNDARIES OF BOUNTIFUL CITY FOR PUBLIC
IMPROVEMENT PURPOSES (DIXON PROPERTY)**

WHEREAS, the City Council of Woods Cross City has determined that public health, safety and welfare require that the City acquire that certain Temporary Construction easement described in Exhibit “A” attached hereto for public improvement purposes; and

WHEREAS, the City has the power of eminent domain under Utah law and the City Council has determined it is necessary to invoke the same to condemn the needed easement;

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

Section 1. Findings and Determination. The City Council of Woods Cross City hereby finds, determines and declares that public interest, safety, welfare, health and necessity require that the City acquire that certain temporary construction easement described in Exhibit “A” attached hereto and by this reference made a part hereof, for the purpose of public improvements. The proposed easement has been platted and located in a manner which is most compatible for the greatest public good and the least private injury with respect to the improvements.

Section 2. Authorization. The City Attorney is hereby empowered and requested, on behalf of Woods Cross City, to acquire the easement, together with other rights connected therewith as described in Exhibit “A” attached hereto, in accordance with the provisions of the laws of the State of Utah pertaining to eminent domain. Further, the City’s Attorney is hereby authorized to prepare and prosecute such proceedings in the proper court having jurisdiction thereof as are necessary to complete such acquisition.

Section 3. Value Determination. The City Council of Woods Cross City hereby finds and determines that the total value of the easement sought to be condemned is Eight Thousand Seven Hundred and Nine Dollars (\$8,709.00) or less. The City Council hereby declares that such sum has been determined by the City Council to be just compensation for the easement taken.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, THIS 29TH DAY OF SEPTEMBER, 2026.

**WOODS CROSS CITY
A MUNICIPAL CORPORATION**

ATTEST:

RYAN WESTERGARD, MAYOR

ANNETTE HANSON, CITY RECORDER

Voting:

Julie Checketts	Yea ____	Nay ____
Eric Jones	Yea ____	Nay ____
Wallace Larrabee	Yea ____	Nay ____
Jim Grover	Yea ____	Nay ____
Rachel Peterson	Yea ____	Nay ____
Ryan Westergard	Yea ____	Nay ____

[tie vote only]



EXHIBIT “A”

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

When recorded, return to:

Woods Cross City

Attn: City Recorder

1555 South 800 West

Woods Cross, Utah 84087

Tax Parcel No(s): 03-095-0010

Space above for Recorder's use only

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

(With Soil Nail Abandonment Provisions)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is entered into as of _____, 2026 (the "Effective Date"), by and between BRET GERALD DIXON AND JULIE Warburton Dixon, Trustees of the Bret G. Dixon & Juile W. Dixon Living Trust Dated the 16th of January 2018 whose address is 143 East 1600 South Bountiful, UT 84010 ("Grantor"), and Woods Cross City, a municipal corporation and political subdivision of the State of Utah, whose address is 1555 South 800 West, Woods Cross, Utah 84087 ("Grantee" or the "City"). Grantor and Grantee may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Grantor is the fee simple owner of certain real property located in Davis County, Utah, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Grantor Property").
- B. Grantee is the owner of real property adjacent to the Grantor Property upon which Grantee intends to construct a new 1.5 million gallon water storage tank and related improvements as part of its municipal water system (the "Project").
- C. Grantee requires a Temporary Easement (Exhibit B) to install soil nails and related subsurface stabilization improvements that will extend beneath portions of the Grantor Property in connection with the Project. Except for limited entry reasonably necessary to perform such work, all construction operations, excavation, grading, staging, and related activities shall be conducted from Grantee's property or other property upon which Grantee has lawful authority to perform such work. No surface disturbance of the Grantor Property is anticipated.
- D. The soil nails will extend beneath the surface of the Grantor Property but will be abandoned in place upon completion of the Project, with all right, title, and interest therein passing to Grantor as provided herein.

- E. The portion of the Grantor Property over which this temporary easement is granted is more particularly described in Exhibit B and depicted in Exhibit C attached hereto (the "Easement Area").
- F. Grantor has agreed to grant Grantee a temporary construction easement over the Easement Area upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the payment of the Easement Consideration described below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Temporary Construction Easement

Grantor hereby grants and conveys to Grantee a temporary, non-exclusive construction easement (the "Easement") over, across, under, and through the Easement Area for the purposes described in Section 2 below, subject to the terms and conditions of this Agreement.

2. Purpose and Scope of Easement

The Easement is granted solely for the following purposes in connection with the Project:

- (a) Installation and continued presence of soil nails and other subsurface stabilization improvements extending beneath the Easement Area, substantially as shown on the Exhibit C;
- (b) Limited access reasonably necessary to perform the installation of such subsurface improvements;
- (c) No right is granted to occupy, stage equipment, store materials, excavate, grade, backfill, remove landscaping, remove fencing, remove irrigation systems, or otherwise use the surface of the Easement Area for construction purposes, except as may be reasonably necessary to perform the activities expressly authorized herein;
- (d) Except for any limited entry reasonably necessary to perform the authorized subsurface work, all construction activities shall be conducted from Grantee's property or other property where Grantee has lawful authority to enter; and
- (e) No rights are granted except those expressly described in this Agreement.

3. Term

The Easement shall commence upon the commencement of construction activities associated with the Project (the "Commencement Date"), as identified in written notice provided by Grantee to Grantor prior to the start of such activities.

The Easement shall automatically terminate on the earlier of:

- (a) 18 months after the Commencement Date or

- (b) the date on which Grantee provides Grantor with written notice that the authorized construction activities have been completed and any required restoration has been performed ("Termination Date").

4. Easement Consideration

As consideration for the Easement and the rights granted herein, including compensation for the soil nails to be abandoned in place as described in Section 5, Grantee shall pay to Grantor the sum of *EIGHT THOUSAND SEVEN HUNDRED AND NINE dollars* (\$8,709) (the "Easement Consideration"), payable within thirty (30) days following the Effective Date. The Parties acknowledge that the Easement Consideration constitutes just and full compensation for all rights granted under this Agreement and for any diminution in value of the Grantor Property attributable to the abandoned soil nails.

5. Soil Nails; Abandonment; Release

- (a) **Abandonment.** Upon curing of the shotcrete facing wall and completion of the Project, Grantee hereby expressly ABANDONS the soil nails located within or extending into the Grantor Property (the "Abandoned Soil Nails") and disclaims all right, title, and interest in and to the Abandoned Soil Nails. Title to the Abandoned Soil Nails, and all rights and obligations relating thereto, shall pass to and vest in Grantor as of the Termination Date.
- (b) **Grantor's Rights.** Following the Termination Date, Grantor and Grantor's successors and assigns shall have the absolute and unrestricted right to remove, cut back, leave in place, cover over, build over, excavate around, or otherwise deal with the Abandoned Soil Nails in any manner Grantor chooses, at Grantor's sole discretion and expense, without any obligation to notify, consult with, or obtain the consent of Grantee.
- (c) **Release and Covenant Not to Sue.** Grantee, on behalf of itself and its successors and assigns, hereby releases Grantor and Grantor's successors and assigns from any and all claims, demands, causes of action, damages, or liabilities of any kind, whether known or unknown, arising out of or relating to Grantor's removal, disturbance, alteration, or other treatment of the Abandoned Soil Nails at any time after the Termination Date. Grantee further covenants not to sue Grantor or any successor or assign of Grantor in connection with any such action.
- (d) **No Access or Maintenance Rights.** Grantee expressly acknowledges and agrees that it shall have no right to enter upon the Grantor Property after the Termination Date, and no right or obligation to inspect, maintain, monitor, repair, or replace the Abandoned Soil Nails. This Agreement does not create any permanent easement, license, or other interest in the Grantor Property in favor of Grantee.
- (e) **As-Built Drawings.** Within thirty (30) days following the Termination Date, Grantee shall deliver to Grantor as-built drawings prepared by a Utah-licensed professional engineer or surveyor showing the horizontal location and vertical depth of the Abandoned Soil Nails

within the Grantor Property. The drawings shall be of sufficient detail to permit identification of the Abandoned Soil Nails in connection with any future excavation or construction on the Grantor Property.

- (f) **Grantor Acknowledgment.** Grantor acknowledges and accepts that the Abandoned Soil Nails will remain in the ground beneath the Grantor Property following the Termination Date. Grantor further acknowledges that the Easement Consideration reflects and fully compensates Grantor for this condition.

6. Construction Standards and Conduct of Work

- (a) **Standard of Care.** All work performed by or on behalf of Grantee within the Easement Area shall be performed in a good and workmanlike manner, in compliance with all applicable federal, state, and local laws, ordinances, regulations, and permit requirements, and in accordance with generally accepted engineering and construction practices.
- (b) **Work Hours.** Construction activities within the Easement Area shall generally be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, excluding legal holidays, except as reasonably necessary to address emergencies or to complete time-sensitive work (such as concrete pours).
- (c) **Minimizing Disturbance.** Because all major construction activities are intended to occur from Grantee's property, Grantee shall conduct the authorized work in a manner that minimizes any impact to the Grantor Property and shall avoid unnecessary entry onto the surface of the Easement Area
- (d) **Notice of Commencement.** Grantee shall provide Grantor with not less than ten (10) days' advance written notice before commencing work within the Easement Area.
- (e) **Utilities.** Grantee shall, at its sole cost and expense, locate and protect all existing utilities within or affecting the Easement Area in accordance with Utah Code § 54-8a-1 et seq. (Underground Facility Damage and Accident Prevention Act).

7. Restoration

The Parties acknowledge that the construction activities authorized by this Agreement are limited primarily to the installation of subsurface stabilization improvements beneath the Easement Area and that Grantee does not anticipate disturbing the surface of the Easement Area.

If Grantee, its employees, contractors, subcontractors, consultants, or agents cause any damage to or disturbance of the surface of the Easement Area in connection with the authorized activities, Grantee shall repair and restore the affected area, at its sole expense, as nearly as reasonably practicable to its condition immediately prior to the disturbance.

Grantee's restoration obligations do not extend to the subsurface condition of the Easement Area with respect to the Abandoned Soil Nails, which are addressed exclusively in Section 5.

8. Insurance

Grantee shall maintain, or shall require its contractors performing work within the Easement Area to maintain, the following insurance coverage during all periods of construction activity within the Easement Area:

- (a) Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (b) Workers' compensation insurance as required by Utah law and employer's liability insurance; and
- (c) Automobile liability insurance with limits of not less than \$1,000,000 combined single limit.

Grantor shall be named as an additional insured on the commercial general liability policy with respect to work performed within the Easement Area. Certificates of insurance shall be provided to Grantor upon request. Nothing in this Section limits or waives any protections, caps, or immunities afforded to Grantee under the Utah Governmental Immunity Act, Utah Code § 63G-7-101 et seq.

9. Indemnification

To the extent permitted by the Utah Governmental Immunity Act, Utah Code § 63G-7-101 et seq., and subject to the limitations, caps, procedures, and defenses set forth therein, Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all third-party claims, losses, damages, and expenses (including reasonable attorneys' fees) for bodily injury or property damage to the extent caused by the negligent or wrongful acts or omissions of Grantee, its employees, agents, or contractors in the performance of work under this Agreement. This indemnity shall not apply to claims arising from (i) Grantor's own negligence or willful misconduct; (ii) Grantor's actions with respect to the Abandoned Soil Nails after the Termination Date; or (iii) the acts or omissions of any third party not under Grantee's control. This Section shall survive termination of the Easement for a period of three (3) years.

10. Recording; Constructive Notice

This Agreement shall be recorded in the official records of the Davis County Recorder. The Parties intend that recording shall provide constructive notice to all subsequent owners and encumbrancers of the Grantor Property of: (a) the temporary easement rights granted herein during the term of the Easement; and (b) the existence, location, and depth of the Abandoned Soil Nails following the Termination Date. This Agreement, together with any recorded notice of termination, is intended to satisfy the disclosure objectives of both Parties with respect to the Abandoned Soil Nails.

11. Notice of Termination

Within thirty (30) days following the Termination Date, Grantee shall record in the Davis County Recorder's office a Notice of Termination of Temporary Construction Easement, substantially in the form attached as Exhibit D, confirming that the Easement has terminated and that the Abandoned Soil Nails have been abandoned to Grantor as provided in Section 5. Grantee's failure to record such notice shall not extend the Easement or create any continuing rights in favor of Grantee.

12. Grantor's Reserved Rights

Grantor reserves the right to use the Easement Area and the Grantor Property for any and all purposes not inconsistent with the Easement during its term, and shall have the full and unrestricted use of the Grantor Property following the Termination Date. Nothing in this Agreement shall be construed to grant Grantee any permanent interest, subsurface or otherwise, in the Grantor Property.

13. Assignment

Grantee may not assign this Agreement or its rights under the Easement to any party other than a successor municipal entity or a contractor performing work on the Project, without Grantor's prior written consent, which shall not be unreasonably withheld. The benefits and burdens of this Agreement, to the extent they survive the Termination Date (including Sections 5, 9, and 10), shall run with the land and bind the successors and assigns of the Parties.

14. Miscellaneous

- (a) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any dispute arising under this Agreement shall be in the Second Judicial District Court of Davis County, Utah.
- (b) **Notices.** All notices under this Agreement shall be in writing and delivered by hand, by certified U.S. mail (return receipt requested), or by nationally recognized overnight courier to the addresses set forth in the introductory paragraph of this Agreement, or to such other address as a Party may designate in writing.
- (c) **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- (d) **Amendment.** This Agreement may be amended only by a written instrument signed by both Parties and, if required for enforceability against subsequent owners, recorded in the Davis County Recorder's office.
- (e) **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

- (f) **Authority.** Each person executing this Agreement on behalf of a Party represents and warrants that such person has full authority to do so and to bind the Party for whom such person is signing.
- (g) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.
- (h) **Covenant of Good Faith.** The Parties shall act in good faith in the performance of their obligations under this Agreement.
- (i) **No Third-Party Beneficiaries.** Except as expressly provided herein with respect to successors and assigns, this Agreement is not intended to confer any rights or remedies upon any person or entity not a Party hereto.
- (j) **Survival.** The provisions of Sections 5 (Abandonment), 9 (Indemnification), 10 (Recording), 11 (Notice of Termination), 12 (Reserved Rights), and 14 (Miscellaneous) shall survive termination of the Easement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

Bret Gerald Dixon, Trustee

Date: _____

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On this ____ day of _____, 20__, before me personally appeared Bret Gerald Dixon who duly acknowledged to me that he/she/they executed the foregoing Temporary Construction Easement Agreement.

Notary Public

My commission expires: _____

Julie Warburton Dixon, Trustee

Date: _____

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On this ____ day of _____, 20__, before me personally appeared Julie Warburton Dixon who duly acknowledged to me that he/she/they executed the foregoing Temporary Construction Easement Agreement.

Notary Public

My commission expires: _____

GRANTEE:

WOODS CROSS CITY, a Utah municipal corporation

By: _____

Name: Bryce Haderlie

Title: City Administrator

Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On this ____ day of _____, 20__, before me personally appeared Bryce Haderlie who being by me duly sworn, did say that he/she is the City Administrator of Woods Cross City, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of said municipal corporation by authority of its governing body, and said person acknowledged to me that said corporation executed the same.

Notary Public

My commission expires: _____

EXHIBIT A

Legal Description of Grantor Property

ALL OF LOT 10, NORMANDY PARK SUBDIVISION.

TAX ID PARCEL 03-095-0010.

EXHIBIT B

Temporary Construction Easement

WHEN RECORDED, RETURN TO:

Woods Cross City
Attn: City Recorder
1555 South 800 West
Woods Cross, Utah 84087

Tax Parcel No(s): 03-095-0010

TEMPORARY CONSTRUCTION EASEMENT

BRET GERALD DIXON AND JULIE WARBURTON DIXON, TRUSTEES OF THE BRET G. DIXON & JULIE W. DIXON LIVING TRUST DATED THE 16TH OF JANUARY 2018 whose address is 143 East 1600 South Bountiful, UT 84010, ("Grantors"), hereby convey and warrants to Woods Cross City a municipal corporation and political subdivision of the State of Utah, whose address is 1555 South 800 West, Woods Cross, Utah 84087 ("Grantee" or the "City"), its successors in interest and assigns, Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a temporary easement, to construct a new 1.5 million gallon water storage tank in Bountiful City, Utah, and infrastructure and associated facilities and utilities related thereto, on, over, under, adjacent, and across real property located in Davis County, Utah and described as follows:

Temporary Construction Easement:

Part of Lot 10, Normandy Park Subdivision, located in the Southeast Quarter of Section 30, T.2N., R.1E., S.L.B.&M., more particularly described as follows:

Beginning at the northwest corner of said Lot 10; thence S.89°19'E. 86.95 feet along the northerly line of said Lot 10 to the easterly line of said Lot 10; thence S.00°04'E. 20.00 feet along said easterly line; thence N.89°19'W. 86.95 feet to the westerly line of said Lot 10; thence N.00°04'W. 20.00 feet along said westerly line to the point of beginning.

Containing 1,739 square feet more or less.

<u>County Serial No.</u>	<u>Square Footage</u>	<u>Easement</u>
03-095-0010	1,739 square feet more or less	Temporary

Together with a temporary, non-exclusive right to install soil nails and other subsurface stabilization improvements extending beneath the above-described easement area in connection with the City's 1500 South Water Tank Project. Except for limited entry reasonably necessary to perform the authorized subsurface work, all construction operations, excavation, grading, staging, material storage, and related construction activities shall be conducted from property owned by the City or from other property upon which the City has lawful authority to perform such work.

No right is granted to occupy or use the surface of the Grantors' property for construction activities, material storage, equipment staging, landscaping removal, or similar purposes, except as may be reasonably necessary to complete the authorized subsurface work.

The Parties acknowledge that the soil nails and other subsurface stabilization improvements installed pursuant to this easement are intended to remain beneath the Grantors' property following completion of construction. The City does not anticipate any disturbance to the surface of the Grantors' property. If any surface disturbance or damage occurs as a result of the authorized work, the City shall restore the affected area as nearly as reasonably practicable to its pre-construction condition.

The Easement shall commence upon the commencement of construction activities associated with the Project (the "Commencement Date"), as identified in written notice provided by Grantee to Grantor prior to the start of such activities.

The Easement shall automatically terminate on the earlier of:

- (a) 18 months after the Commencement Date or
- (b) the date on which Grantee provides Grantor with written notice that the authorized construction activities have been completed and any required restoration has been performed ("Termination Date") .

GRANTOR

Bret Gerald Dixon

STATE OF UTAH

COUNTY OF DAVIS

On the ____ day of _____, 2026, personally appeared before me _____, the signer of the foregoing instrument who duly acknowledged to me that he, and/or she is the property owner of said property.

NOTARY PUBLIC

Julie Warburton Dixon, Trustee

STATE OF UTAH

COUNTY OF DAVIS

On the ____ day of _____, 2026, personally appeared before me
_____, the signer of the foregoing instrument who duly acknowledged to me that he,
and/or she is the property owner of said property.

NOTARY PUBLIC

Accepted by Grantee, Woods Cross City

Bryce Haderlie
City Administrator

STATE OF UTAH)
 ss.
COUNTY OF DAVIS)

On this ____ day of _____, 20__, before me personally appeared Bryce Haderlie who being by me duly sworn, did say that he/she is the City Administrator of Woods Cross City, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of said municipal corporation by authority of its governing body, and said person acknowledged to me that said corporation executed the same.

Notary Public
My commission expires: _____

EXHIBIT C

Depiction of Easement Area

Soil Nailing Cross Section

Woods Cross – 1500S Water Tank

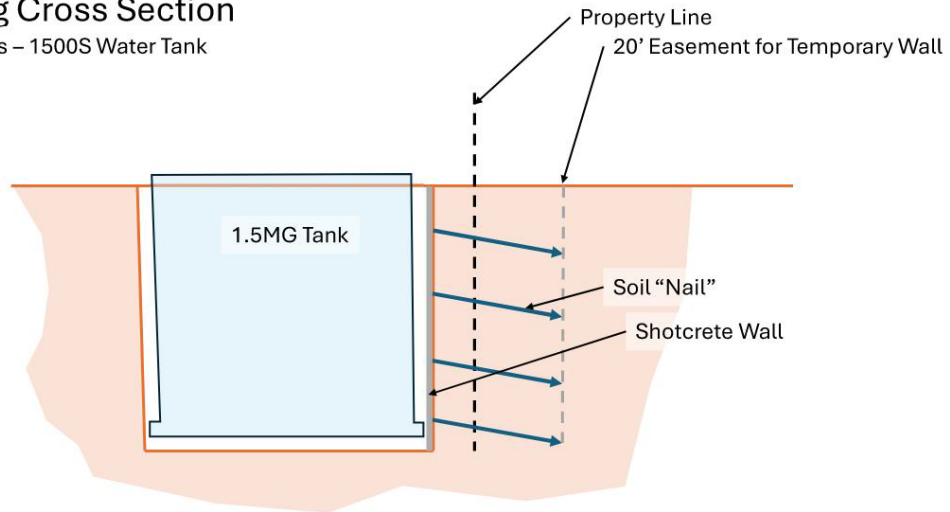


EXHIBIT D

Form of Notice of Termination

When recorded, return to:

Woods Cross City

Attn: City Recorder

NOTICE OF TERMINATION OF TEMPORARY CONSTRUCTION EASEMENT

NOTICE IS HEREBY GIVEN that the Temporary Construction Easement Agreement dated _____, 20____, by and between _____ ("Grantor") and Woods Cross City, a Utah municipal corporation ("Grantee"), recorded on _____, 20____, as Entry No. _____ in the official records of the Davis County Recorder, affecting the real property described in **Exhibit A** attached hereto, has been **TERMINATED** effective as of _____, 20____.

Pursuant to Section 5 of the Temporary Construction Easement Agreement, Grantee has abandoned all soil nails extending into the described property, and all right, title, and interest therein has passed to Grantor. Grantee retains no easement, license, or other interest in the property following termination.

As-built drawings showing the horizontal location and vertical depth of the abandoned soil nails are attached as **Exhibit B** hereto and are provided for informational purposes to place future owners on notice of the existence and location of the abandoned soil nails.

WOODS CROSS CITY

By: _____

Name: Bryce Haderlie

Title: City Administrator

Date: _____

[Notary acknowledgment to be attached]

**WOODS CROSS CITY
RESOLUTION NO. 2026-1022**

**A RESOLUTION AUTHORIZING CONDEMNATION OF A
TEMPORARY CONSTRUCTION EASEMENT LOCATED WITHIN THE
CORPORATE BOUNDARIES OF BOUNTIFUL CITY FOR PUBLIC
IMPROVEMENT PURPOSES (LEWIS PROPERTY)**

WHEREAS, the City Council of Woods Cross City has determined that public health, safety and welfare require that the City acquire that certain Temporary Construction easement described in Exhibit “A” attached hereto for public improvement purposes; and

WHEREAS, the City has the power of eminent domain under Utah law and the City Council has determined it is necessary to invoke the same to condemn the needed easement;

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

Section 1. Findings and Determination. The City Council of Woods Cross City hereby finds, determines and declares that public interest, safety, welfare, health and necessity require that the City acquire that certain temporary construction easement described in Exhibit “A” attached hereto and by this reference made a part hereof, for the purpose of public improvements. The proposed easement has been platted and located in a manner which is most compatible for the greatest public good and the least private injury with respect to the improvements.

Section 2. Authorization. The City Attorney is hereby empowered and requested, on behalf of Woods Cross City, to acquire the easement, together with other rights connected therewith as described in Exhibit “A” attached hereto, in accordance with the provisions of the laws of the State of Utah pertaining to eminent domain. Further, the City’s Attorney is hereby authorized to prepare and prosecute such proceedings in the proper court having jurisdiction thereof as are necessary to complete such acquisition.

Section 3. Value Determination. The City Council of Woods Cross City hereby finds and determines that the total value of the easement sought to be condemned is Three Thousand Seven Hundred and Thirty-One Dollars (\$3,731.00) or less. The City Council hereby declares that such sum has been determined by the City Council to be just compensation for the easement taken.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, THIS 29TH DAY OF SEPTEMBER, 2026.

**WOODS CROSS CITY
A MUNICIPAL CORPORATION**

ATTEST:

RYAN WESTERGARD, MAYOR

ANNETTE HANSON, CITY RECORDER

Voting:

Julie Checketts	Yea ____	Nay ____
Eric Jones	Yea ____	Nay ____
Wallace Larrabee	Yea ____	Nay ____
Jim Grover	Yea ____	Nay ____
Rachel Peterson	Yea ____	Nay ____
Ryan Westergard	Yea ____	Nay ____

[tie vote only]



EXHIBIT “A”

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

When recorded, return to:

Woods Cross City
Attn: City Recorder
1555 South 800 West
Woods Cross, Utah 84087

Tax Parcel No(s): 03-094-0042
Space above for Recorder's use only

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

(With Soil Nail Abandonment Provisions)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is entered into as of _____, 20__ (the "Effective Date"), by and between SPENCER B. AND KENNADY N. LEWIS whose address is 99 East 1600 South Bountiful, UT 84010 ("Grantor"), and WOODS CROSS CITY, a municipal corporation and political subdivision of the State of Utah, whose address is 1555 South 800 West, Woods Cross, Utah 84087 ("Grantee" or the "City"). Grantor and Grantee may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Grantor is the fee simple owner of certain real property located in Davis County, Utah, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Grantor Property").
- B. Grantee is the owner of real property adjacent to the Grantor Property upon which Grantee intends to construct a new 1.5 million gallon water storage tank and related improvements as part of its municipal water system (the "Project").
- C. Grantee requires a Temporary Easement (Exhibit B) to install soil nails and related subsurface stabilization improvements that will extend beneath portions of the Grantor Property in connection with the Project. Except for limited entry reasonably necessary to perform such work, all construction operations, excavation, grading, staging, and related activities shall be conducted from Grantee's property or other property upon which Grantee has lawful authority to perform such work. No surface disturbance of the Grantor Property is anticipated.
- D. The soil nails will extend beneath the surface of the Grantor Property but will be abandoned in place upon completion of the Project, with all right, title, and interest therein passing to Grantor as provided herein.

- E. The portion of the Grantor Property over which this temporary easement is granted is more particularly described in Exhibit B and depicted in Exhibit C attached hereto (the "Easement Area").
- F. Grantor has agreed to grant Grantee a temporary construction easement over the Easement Area upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the payment of the Easement Consideration described below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Temporary Construction Easement

Grantor hereby grants and conveys to Grantee a temporary, non-exclusive construction easement (the "Easement") over, across, under, and through the Easement Area for the purposes described in Section 2 below, subject to the terms and conditions of this Agreement.

2. Purpose and Scope of Easement

The Easement is granted solely for the following purposes in connection with the Project:

- (a) Installation and continued presence of soil nails and other subsurface stabilization improvements extending beneath the Easement Area, substantially as shown on the Exhibit C;
- (b) Limited access reasonably necessary to perform the installation of such subsurface improvements;
- (c) No right is granted to occupy, stage equipment, store materials, excavate, grade, backfill, remove landscaping, remove fencing, remove irrigation systems, or otherwise use the surface of the Easement Area for construction purposes, except as may be reasonably necessary to perform the activities expressly authorized herein;
- (d) Except for any limited entry reasonably necessary to perform the authorized subsurface work, all construction activities shall be conducted from Grantee's property or other property where Grantee has lawful authority to enter; and
- (e) No rights are granted except those expressly described in this Agreement.

3. Term

The Easement shall commence upon the commencement of construction activities associated with the Project (the "Commencement Date"), as identified in written notice provided by Grantee to Grantor prior to the start of such activities.

The Easement shall automatically terminate on the earlier of:

- (a) 18 months after the Commencement Date or

- (b) the date on which Grantee provides Grantor with written notice that the authorized construction activities have been completed and any required restoration has been performed ("Termination Date").

4. Easement Consideration

As consideration for the Easement and the rights granted herein, including compensation for the soil nails to be abandoned in place as described in Section 5, Grantee shall pay to Grantor the sum of *THREE THOUSAND SEVEN HUNDRED AND THIRTY-ONE DOLLARS* (\$3,731) (the "Easement Consideration"), payable within thirty (30) days following the Effective Date. The Parties acknowledge that the Easement Consideration constitutes just and full compensation for all rights granted under this Agreement and for any diminution in value of the Grantor Property attributable to the abandoned soil nails.

5. Soil Nails; Abandonment; Release

- (a) **Abandonment.** Upon curing of the shotcrete facing wall and completion of the Project, Grantee hereby expressly ABANDONS the soil nails located within or extending into the Grantor Property (the "Abandoned Soil Nails") and disclaims all right, title, and interest in and to the Abandoned Soil Nails. Title to the Abandoned Soil Nails, and all rights and obligations relating thereto, shall pass to and vest in Grantor as of the Termination Date.
- (b) **Grantor's Rights.** Following the Termination Date, Grantor and Grantor's successors and assigns shall have the absolute and unrestricted right to remove, cut back, leave in place, cover over, build over, excavate around, or otherwise deal with the Abandoned Soil Nails in any manner Grantor chooses, at Grantor's sole discretion and expense, without any obligation to notify, consult with, or obtain the consent of Grantee.
- (c) **Release and Covenant Not to Sue.** Grantee, on behalf of itself and its successors and assigns, hereby releases Grantor and Grantor's successors and assigns from any and all claims, demands, causes of action, damages, or liabilities of any kind, whether known or unknown, arising out of or relating to Grantor's removal, disturbance, alteration, or other treatment of the Abandoned Soil Nails at any time after the Termination Date. Grantee further covenants not to sue Grantor or any successor or assign of Grantor in connection with any such action.
- (d) **No Access or Maintenance Rights.** Grantee expressly acknowledges and agrees that it shall have no right to enter upon the Grantor Property after the Termination Date, and no right or obligation to inspect, maintain, monitor, repair, or replace the Abandoned Soil Nails. This Agreement does not create any permanent easement, license, or other interest in the Grantor Property in favor of Grantee.
- (e) **As-Built Drawings.** Within thirty (30) days following the Termination Date, Grantee shall deliver to Grantor as-built drawings prepared by a Utah-licensed professional engineer or surveyor showing the horizontal location and vertical depth of the Abandoned Soil Nails

within the Grantor Property. The drawings shall be of sufficient detail to permit identification of the Abandoned Soil Nails in connection with any future excavation or construction on the Grantor Property.

- (f) **Grantor Acknowledgment.** Grantor acknowledges and accepts that the Abandoned Soil Nails will remain in the ground beneath the Grantor Property following the Termination Date. Grantor further acknowledges that the Easement Consideration reflects and fully compensates Grantor for this condition.

6. Construction Standards and Conduct of Work

- (a) **Standard of Care.** All work performed by or on behalf of Grantee within the Easement Area shall be performed in a good and workmanlike manner, in compliance with all applicable federal, state, and local laws, ordinances, regulations, and permit requirements, and in accordance with generally accepted engineering and construction practices.
- (b) **Work Hours.** Construction activities within the Easement Area shall generally be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, excluding legal holidays, except as reasonably necessary to address emergencies or to complete time-sensitive work (such as concrete pours).
- (c) **Minimizing Disturbance.** Because all major construction activities are intended to occur from Grantee's property, Grantee shall conduct the authorized work in a manner that minimizes any impact to the Grantor Property and shall avoid unnecessary entry onto the surface of the Easement Area
- (d) **Notice of Commencement.** Grantee shall provide Grantor with not less than ten (10) days' advance written notice before commencing work within the Easement Area.
- (e) **Utilities.** Grantee shall, at its sole cost and expense, locate and protect all existing utilities within or affecting the Easement Area in accordance with Utah Code § 54-8a-1 et seq. (Underground Facility Damage and Accident Prevention Act).

7. Restoration

The Parties acknowledge that the construction activities authorized by this Agreement are limited primarily to the installation of subsurface stabilization improvements beneath the Easement Area and that Grantee does not anticipate disturbing the surface of the Easement Area.

If Grantee, its employees, contractors, subcontractors, consultants, or agents cause any damage to or disturbance of the surface of the Easement Area in connection with the authorized activities, Grantee shall repair and restore the affected area, at its sole expense, as nearly as reasonably practicable to its condition immediately prior to the disturbance.

Grantee's restoration obligations do not extend to the subsurface condition of the Easement Area with respect to the Abandoned Soil Nails, which are addressed exclusively in Section 5.

8. Insurance

Grantee shall maintain, or shall require its contractors performing work within the Easement Area to maintain, the following insurance coverage during all periods of construction activity within the Easement Area:

- (a) Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (b) Workers' compensation insurance as required by Utah law and employer's liability insurance; and
- (c) Automobile liability insurance with limits of not less than \$1,000,000 combined single limit.

Grantor shall be named as an additional insured on the commercial general liability policy with respect to work performed within the Easement Area. Certificates of insurance shall be provided to Grantor upon request. Nothing in this Section limits or waives any protections, caps, or immunities afforded to Grantee under the Utah Governmental Immunity Act, Utah Code § 63G-7-101 et seq.

9. Indemnification

To the extent permitted by the Utah Governmental Immunity Act, Utah Code § 63G-7-101 et seq., and subject to the limitations, caps, procedures, and defenses set forth therein, Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all third-party claims, losses, damages, and expenses (including reasonable attorneys' fees) for bodily injury or property damage to the extent caused by the negligent or wrongful acts or omissions of Grantee, its employees, agents, or contractors in the performance of work under this Agreement. This indemnity shall not apply to claims arising from (i) Grantor's own negligence or willful misconduct; (ii) Grantor's actions with respect to the Abandoned Soil Nails after the Termination Date; or (iii) the acts or omissions of any third party not under Grantee's control. This Section shall survive termination of the Easement for a period of three (3) years.

10. Recording; Constructive Notice

This Agreement shall be recorded in the official records of the Davis County Recorder. The Parties intend that recording shall provide constructive notice to all subsequent owners and encumbrancers of the Grantor Property of: (a) the temporary easement rights granted herein during the term of the Easement; and (b) the existence, location, and depth of the Abandoned Soil Nails following the Termination Date. This Agreement, together with any recorded notice of termination, is intended to satisfy the disclosure objectives of both Parties with respect to the Abandoned Soil Nails.

11. Notice of Termination

Within thirty (30) days following the Termination Date, Grantee shall record in the Davis County Recorder's office a Notice of Termination of Temporary Construction Easement, substantially in the form attached as Exhibit D, confirming that the Easement has terminated and that the Abandoned Soil Nails have been abandoned to Grantor as provided in Section 5. Grantee's failure to record such notice shall not extend the Easement or create any continuing rights in favor of Grantee.

12. Grantor's Reserved Rights

Grantor reserves the right to use the Easement Area and the Grantor Property for any and all purposes not inconsistent with the Easement during its term, and shall have the full and unrestricted use of the Grantor Property following the Termination Date. Nothing in this Agreement shall be construed to grant Grantee any permanent interest, subsurface or otherwise, in the Grantor Property.

13. Assignment

Grantee may not assign this Agreement or its rights under the Easement to any party other than a successor municipal entity or a contractor performing work on the Project, without Grantor's prior written consent, which shall not be unreasonably withheld. The benefits and burdens of this Agreement, to the extent they survive the Termination Date (including Sections 5, 9, and 10), shall run with the land and bind the successors and assigns of the Parties.

14. Miscellaneous

- (a) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any dispute arising under this Agreement shall be in the Second Judicial District Court of Davis County, Utah.
- (b) **Notices.** All notices under this Agreement shall be in writing and delivered by hand, by certified U.S. mail (return receipt requested), or by nationally recognized overnight courier to the addresses set forth in the introductory paragraph of this Agreement, or to such other address as a Party may designate in writing.
- (c) **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- (d) **Amendment.** This Agreement may be amended only by a written instrument signed by both Parties and, if required for enforceability against subsequent owners, recorded in the Davis County Recorder's office.
- (e) **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

- (f) **Authority.** Each person executing this Agreement on behalf of a Party represents and warrants that such person has full authority to do so and to bind the Party for whom such person is signing.
- (g) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.
- (h) **Covenant of Good Faith.** The Parties shall act in good faith in the performance of their obligations under this Agreement.
- (i) **No Third-Party Beneficiaries.** Except as expressly provided herein with respect to successors and assigns, this Agreement is not intended to confer any rights or remedies upon any person or entity not a Party hereto.
- (j) **Survival.** The provisions of Sections 5 (Abandonment), 9 (Indemnification), 10 (Recording), 11 (Notice of Termination), 12 (Reserved Rights), and 14 (Miscellaneous) shall survive termination of the Easement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

Spencer B. Lewis

Date: _____

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On this ____ day of _____, 20__, before me personally appeared Spencer B. Lewis who duly acknowledged to me that he/she/they executed the foregoing Temporary Construction Easement Agreement.

Notary Public

My commission expires: _____

Kennady N. Lewis

Date: _____

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On this ____ day of _____, 20__, before me personally appeared Kennady N. Lewis who duly acknowledged to me that he/she/they executed the foregoing Temporary Construction Easement Agreement.

Notary Public

My commission expires: _____

GRANTEE:

WOODS CROSS CITY, a Utah municipal corporation

By: _____

Name: Bryce Haderlie

Title: City Administrator

Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On this ____ day of _____, 20__, before me personally appeared Bryce Haderlie who being by me duly sworn, did say that he/she is the City Administrator of Woods Cross City, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of said municipal corporation by authority of its governing body, and said person acknowledged to me that said corporation executed the same.

Notary Public

My commission expires: _____

EXHIBIT A

Legal Description of Grantor Property

ALL OF LOT 36, ARTISTIC SUB BLOCK C. CONT 0.183 ACRES. ALSO, BEG AT NW COR OF LOT 36, ARTISTIC SUB BLOCK C; & RUN TH N 89°56' E 70 FT; TH N 0°04' W 72.12 FT; TH S 89°56' W 70 FT; TH S 0°04' E 72.12 FT TO THE POB. CONT. 0.118 ACRES. ALSO, BEG ON THE W LINE OF GRANTOR'S PPTY AT A PT RECORDED AS THE NE COR OF LOT 36, ARTISTIC SUB BLOCK C; & RUN TH S 0°04' E 95 FT; TH N 89°56' E 7 FT; TH N 0°04' W 95 FT; TH S 89°56' W 7 FT TO THE POB. CONT. 0.015 ACRES. ALSO, ALL OF LOT 11, NORMANDY PARK. CONT. 0.21 ACRES LESS & EXCEPT: BEG AT THE NE COR OF LOT 11, NORMANDY PARK, A SUB OF PART OF THE SE 1/4 OF SEC 30-T2N-R1E, SLB&M; & RUN TH S 0°04' E 110.90 FT; TH S 89°56' W 65.00 FT TO A PT OF TANGENCY WITH A 20 FT RADIUS CURVE TO THE RIGHT; TH CLOCKWISE AROUND SD CURVE FOR AN ARC DIST OF 31.42 FT; TH N 0°04' W 57.73 FT; TH N 38°15'20" E 43.25 FT; TH S 89°19' E 58.19 FT TO THE POB. CONT. 0.20 ACRES TOTAL ACREAGE 0.326 ACRES.

TAX ID PARCEL 03-094-0042.

EXHIBIT B

Temporary Construction Easement

WHEN RECORDED, RETURN TO:

Woods Cross City
Attn: City Recorder
1555 South 800 West
Woods Cross, Utah 84087

Tax Parcel No(s): 03-094-0042

TEMPORARY CONSTRUCTION EASEMENT

SPENCER B. AND KENNADY N. LEWIS whose address is 99 East 1600 South Bountiful, UT 84010, ("Grantors"), hereby convey and warrants to Woods Cross City a municipal corporation and political subdivision of the State of Utah, whose address is 1555 South 800 West, Woods Cross, Utah 84087 ("Grantee" or the "City"), its successors in interest and assigns, Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a temporary easement, to construct a new 1.5 million gallon water storage tank in Bountiful City, Utah, and infrastructure and associated facilities and utilities related thereto, on, over, under, adjacent, and across real property located in Davis County, Utah and described as follows:

Temporary Construction Easement:

Part of a parcel of land, located in the Southeast Quarter of Section 30, T.2N., R.1E., S.L.B.&M., more particularly described as follows:

Beginning at a point being N.89°56'E. 7.00 feet to and S.00°04'E. 96.11 feet from the northeast corner of Lot 36, Artistic Subdivision Block C, said point being located on the Grantors northerly boundary line; thence S.89°19'E. 19.81 feet along said northerly boundary line to the Grantors easterly boundary line; thence S.38°15'20"W. 25.23 feet along said easterly boundary line; thence N.89°19'W. 4.17 feet; thence N.00°04'W. 20.00 feet to the point of beginning.

Containing 240 square feet more or less.

<u>County Serial No.</u>	<u>Square Footage</u>	<u>Easement</u>
03-094-0042	240 square feet more or less	Temporary

Together with a temporary, non-exclusive right to install soil nails and other subsurface stabilization improvements extending beneath the above-described easement area in connection with the City's 1500 South Water Tank Project. Except for limited entry reasonably necessary to perform the authorized subsurface work, all construction operations, excavation, grading, staging, material storage, and related construction activities shall be conducted from property owned by the City or from other property upon which the City has lawful authority to perform such work.

No right is granted to occupy or use the surface of the Grantors' property for construction activities, material storage, equipment staging, landscaping removal, or similar purposes, except as may be reasonably necessary to complete the authorized subsurface work.

The Parties acknowledge that the soil nails and other subsurface stabilization improvements installed pursuant to this easement are intended to remain beneath the Grantors' property following completion of construction. The City does not anticipate any disturbance to the surface of the Grantors' property. If any surface disturbance or damage occurs as a result of the authorized work, the City shall restore the affected area as nearly as reasonably practicable to its pre-construction condition.

The Easement shall commence upon the commencement of construction activities associated with the Project (the "Commencement Date"), as identified in written notice provided by Grantee to Grantor prior to the start of such activities.

The Easement shall automatically terminate on the earlier of:

- (a) 18 months after the Commencement Date or
- (b) the date on which Grantee provides Grantor with written notice that the authorized construction activities have been completed and any required restoration has been performed ("Termination Date") .

GRANTOR

Spencer B. Lewis

STATE OF UTAH

COUNTY OF DAVIS

On the ____ day of _____, 2026, personally appeared before me _____, the signer of the foregoing instrument who duly acknowledged to me that he, and/or she is the property owner of said property.

NOTARY PUBLIC

Kennady N. Lewis

STATE OF UTAH

COUNTY OF DAVIS

On the ____ day of _____, 2026, personally appeared before me _____, the
signer of the foregoing instrument who duly acknowledged to me that he, and/or she is the
property owner of said property.

NOTARY PUBLIC

Accepted by Grantee, Woods Cross City

Bryce Haderlie
City Administrator

STATE OF UTAH)
 ss.
COUNTY OF DAVIS)

On this ____ day of _____, 20__, before me personally appeared Bryce Haderlie who being by me duly sworn, did say that he/she is the City Administrator of Woods Cross City, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of said municipal corporation by authority of its governing body, and said person acknowledged to me that said corporation executed the same.

Notary Public
My commission expires: _____

EXHIBIT C

Depiction of Easement Area

Soil Nailing Cross Section

Woods Cross – 1500S Water Tank

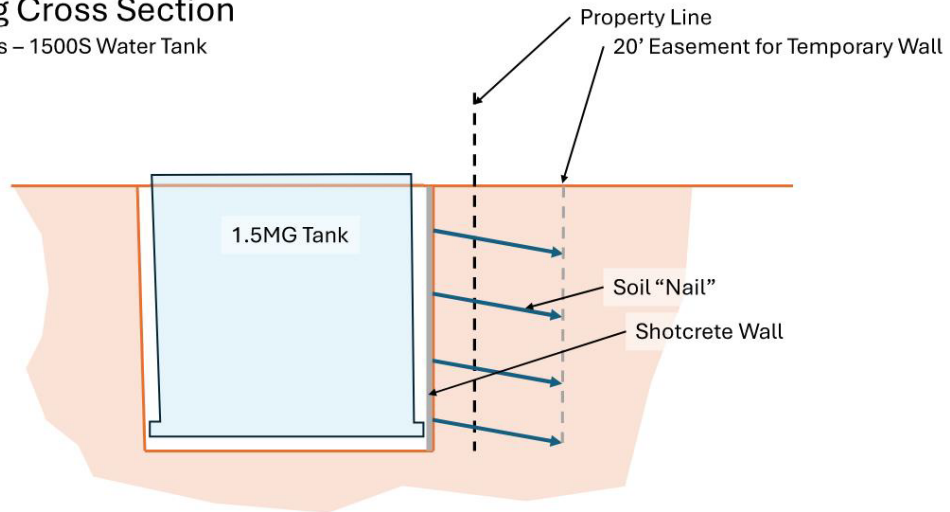


EXHIBIT D

Form of Notice of Termination

When recorded, return to:

Woods Cross City

Attn: City Recorder

NOTICE OF TERMINATION OF TEMPORARY CONSTRUCTION EASEMENT

NOTICE IS HEREBY GIVEN that the Temporary Construction Easement Agreement dated _____, 20____, by and between _____ ("Grantor") and Woods Cross City, a Utah municipal corporation ("Grantee"), recorded on _____, 20____, as Entry No. _____ in the official records of the Davis County Recorder, affecting the real property described in **Exhibit A** attached hereto, has been **TERMINATED** effective as of _____, 20____.

Pursuant to Section 5 of the Temporary Construction Easement Agreement, Grantee has abandoned all soil nails extending into the described property, and all right, title, and interest therein has passed to Grantor. Grantee retains no easement, license, or other interest in the property following termination.

As-built drawings showing the horizontal location and vertical depth of the abandoned soil nails are attached as **Exhibit B** hereto and are provided for informational purposes to place future owners on notice of the existence and location of the abandoned soil nails.

WOODS CROSS CITY

By: _____

Name: Bryce Haderlie

Title: City Administrator

Date: _____

[Notary acknowledgment to be attached]



Ryan Westergard
Mayor

Bryce K Haderlie
City Administrator

Public Works Department

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

Memorandum

DATE: September 23, 2026
TO: Mayor and City Council
FROM: Sam Christiansen, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING CONDEMNATION OF PROPERTY LOCATED WITHIN THE CORPORATE BOUNDARIES OF WOODS CROSS CITY FOR THE 1100 WEST ROADWAY IMPROVEMENT PROJECT (*Property near 2335 South 1100 West*)

Recommendation

Staff recommends the approval of the Resolution Authorizing Condemnation of a parcel for a City Right-of-Way and Temporary Construction Easement within the Corporate Boundaries of Woods Cross City for Public Improvement Purposes (1100 W Triangle Parcel) .

Budget

Funding for this easement and potential litigation will be paid out of the 1100 W 2150 S to 2600 S Road Widening Project 21-40-737

Background

During the project's design phase, the City Surveyor, with JUB Engineers, identified an unclaimed parcel at the port end of the project on the west side of the road. Further investigation and the Title Report found no clear owner of the parcel but identified 2 potential interested parties. Silver Eagle Refining and Zions Securities Corporation (currently Property Reserve Inc)

Because the parcel has no clear owner, the City could not obtain a right-of-way or temporary construction easement. Under the direction of the City Attorney, Jayme Blakesley, the city is filing a condemnation complaint to have the courts determine ownership and grant the city the required right-of-way and temporary construction easement.

As part of the required acquisition and condemnation process, the City sent the required Four Options Letters and a Notice of Condemnation on September 10, 2026. These notices informed the affected parties of the proposed acquisition and the City's intent to proceed with condemnation to determine ownership.

City must therefore proceed to the next step in the condemnation process so that the project can move forward.



Ryan Westergard
Mayor

Bryce K Haderlie
City Administrator

Public Works Department

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

NEED FOR THE RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENT

The proposed City Right of Way and Temporary Construction Easement would allow for the City to widen 1100 W along the frontage of this parcel. The proposed resolution formally determines that acquisition of the easement is required for the public interest, safety, welfare, health, and necessity. It further finds that the right-of-way and temporary easement have been located in a manner intended to provide the greatest public good while minimizing private injury.

This resolution authorizes the City Attorney to preserve the project schedule and proceed through the statutory condemnation process.

CONDEMNATION AUTHORIZATION

The proposed resolution authorizes the City Attorney, on behalf of Woods Cross City, to acquire right-of-way and the temporary construction easements pursuant to Utah eminent domain law and to prepare and prosecute any necessary proceedings in the appropriate court.

**WOODS CROSS CITY
RESOLUTION NO. 2026-1023**

**A RESOLUTION AUTHORIZING CONDEMNATION OF PROPERTY
LOCATED WITHIN THE CORPORATE BOUNDARIES OF WOODS
CROSS CITY FOR THE 1100 WEST ROADWAY IMPROVEMENT
PROJECT (*Property near 2335 South 1100 West*)**

WHEREAS, the City Council of Woods Cross City has determined that public health, safety and welfare require that the City acquire a portion of a triangular tract of property near 2335 South 1100 West described in Exhibit “A” attached hereto for the purpose of its 1100 West roadway improvement project; and

WHEREAS, the City has the power of eminent domain under Utah law and the City Council has determined it is necessary to invoke the same to condemn the needed property;

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

Section 1. Findings and Determination. The City Council of Woods Cross City hereby finds, determines and declares that public interest, safety, welfare, health and necessity require that the City acquire a portion of a triangular tract of property near 2335 South 1100 West described in Exhibit “A” attached hereto for the purpose of its 1100 West roadway improvement project. The proposed acquisition has been platted and located in a manner which is most compatible for the greatest public good and the least private injury with respect to the roadway improvements.

Section 2. Authorization. The City Attorney is hereby empowered and requested, on behalf of Woods Cross City, to acquire the property, together with other rights connected therewith as described in Exhibit “A” attached hereto, in accordance with the provisions of the laws of the State of Utah pertaining to eminent domain. Further, the City’s Attorney is hereby authorized to prepare and prosecute such proceedings in the proper court having jurisdiction thereof as are necessary to complete such acquisition.

Section 3. Value Determination. The City Council of Woods Cross City hereby finds and determines that the total value of the property sought to be condemned is Forty-Six Thousand Nine Hundred and Sixty-Nine Dollars (\$46,969.00) or less. The City Council hereby declares that such sum has been determined by the City Council to be just compensation for the property taken.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, THIS 29TH DAY OF SEPTEMBER, 2026.

**WOODS CROSS CITY
A MUNICIPAL CORPORATION**

ATTEST:

RYAN WESTERGARD, MAYOR

ANNETTE HANSON, CITY RECORDER

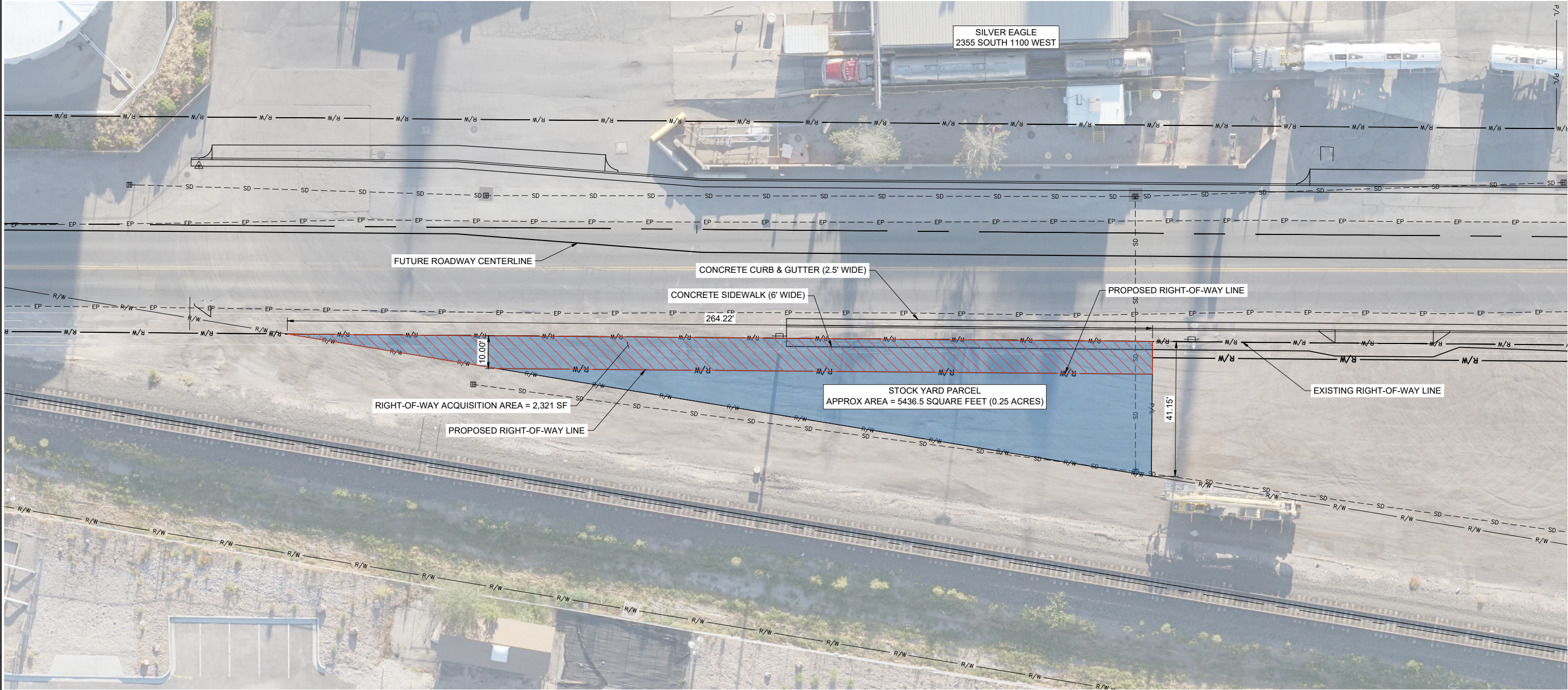
Voting:

Julie Checketts	Yea ____	Nay ____
Eric Jones	Yea ____	Nay ____
Wallace Larrabee	Yea ____	Nay ____
Jim Grover	Yea ____	Nay ____
Rachel Peterson	Yea ____	Nay ____
Ryan Westergard	Yea ____	Nay ____

[tie vote only]



EXHIBIT “A”
ACQUISITION AREA DESCRIPTION



EXH C

Exhibit A

A parcel of land, being located in the Northeast Quarter of Section 35, T.2N., R.1W., S.L.B.&M, described as follows:

Beginning at a point on the westerly right of way line of 1100 West Street, said point being N.00°29'30"E. 2,020.59 feet along the centerline of 1100 West Street and N.89°30'30"W. 33.00 feet from the monument at the intersection of 1100 West Street and 2600 South Street, said point also being S.11°46'45"W. 1,488.98 feet from the monument at the Northeast corner of said Section 35; thence N.89°30'30"W. 41.15 feet to the easterly right of way line of the Denver and Rio Grande Western Railroad; thence N.09°20'40"E. 267.40 feet along said easterly right of way line to the westerly right of way line of 1100 West Street; thence S.00°29'30"W. 264.22 feet along said westerly right of way line to the point of beginning.

Containing 5,436 square feet more or less.

The description above was prepared by J-U-B Engineers, Inc. under the direction of:

David D. Strong, PLS# 5331568

466 North 900 West

Kaysville, UT 84037

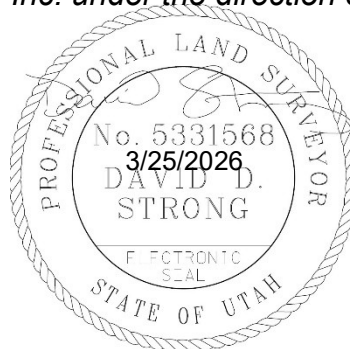


Exhibit A

A parcel of land, being located in the Northeast Quarter of Section 35, T.2N., R.1W., S.L.B.&M, described as follows:

Beginning at a point on the westerly right of way line of 1100 West Street, said point being N.00°29'30"E. 2,020.59 feet along the centerline of 1100 West Street and N.89°30'30"W. 33.00 feet from the monument at the intersection of 1100 West Street and 2600 South Street, said point also being S.11°46'45"W. 1,488.98 feet from the monument at the Northeast corner of said Section 35; thence N.89°30'30"W. 41.15 feet to the easterly right of way line of the Denver and Rio Grande Western Railroad; thence N.09°20'40"E. 267.40 feet along said easterly right of way line to the westerly right of way line of 1100 West Street; thence S.00°29'30"W. 264.22 feet along said westerly right of way line to the point of beginning.

Containing 5,436 square feet more or less.

The description above was prepared by J-U-B Engineers, Inc. under the direction of:

David D. Strong, PLS# 5331568

466 North 900 West

Kaysville, UT 84037

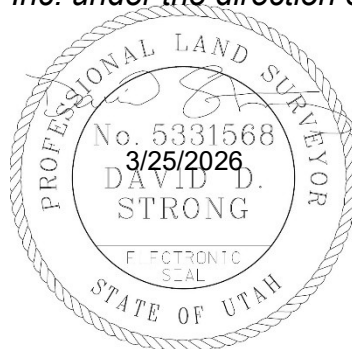


Exhibit B

A parcel of land, being located in the Northeast Quarter of Section 35, T.2N., R.1W., S.L.B.&M, described as follows:

Beginning at a point on the westerly right of way line of 1100 West Street, said point being N.00°29'30"E. 2,020.59 feet along the centerline of 1100 West Street and N.89°30'30"W. 33.00 feet from the monument at the intersection of 1100 West Street and 2600 South Street, said point also being S.11°46'45"W. 1,488.98 feet from the monument at the Northeast corner of said Section 35; thence N.89°30'30"W. 10.00 feet; thence N.00°29'30"E. 200.01 feet to the easterly right of way line of the Denver and Rio Grande Western Railroad; thence N.09°20'40"E. 64.98 feet along said easterly right of way line to the westerly right of way line of 1100 West Street; thence S.00°29'30"W. 264.22 feet along said westerly right of way line to the point of beginning.

Containing 2,321 square feet more or less.

The description above was prepared by J-U-B Engineers, Inc. under the direction of:

David D. Strong, PLS# 5331568

466 North 900 West

Kaysville, UT 84037





1555 South 800 West
Woods Cross, UT 84087
801-292-4421

September 10, 2026

Jonathan Stagg, General Counsel
PROPERTY RESERVE, INC.
51 South Main Street, Suite 300
Salt Lake City, Utah 84111
jonathan.stagg@propertyreserve.org

John Reucassel, President
SILVER EAGLE REFINING, INC.
c/o Cogency Global, Inc., Registered Agent
2005 East 2700 South, Suite 200
Salt Lake City, Utah 84109

Re: Notice of Consideration of Condemnation Resolution by the City Council of Woods Cross City

Dear Mr. Stagg and Mr. Reucassel,

Please be advised that at the City Council meeting on September 29, 2026, at 7:00 p.m., the City Council of Woods Cross City will consider a resolution approving the exercise of eminent domain authority to determine ownership of a Parcel with no clear ownership and to acquire a City right-of-way of that parcel within Woods Cross City. The City requires the right-of-way acquisition to widen a section of 1100 West and make related improvements.

Please be advised that you have a right to appear before the City Council on September 29, 2026, to present your position regarding the proposed property ownership determination and condemnation of a portion of property for City Right-of-Way acquisition. That meeting will commence at 7:00 p.m.. at the Council Chambers at Woods Cross City Hall, located at 1555 South 800 West, Woods Cross, UT 84087. Should you have any questions regarding the foregoing, please do not hesitate to contact me.

Sincerely,

Annette Hanson
City Recorder

cc: Jayme Blakesley, City Attorney





1555 South 800 West
Woods Cross, UT 84087
801-292-4421

September 10, 2026

VIA CERTIFIED MAIL AND EMAIL

Jonathan Stagg, General Counsel
PROPERTY RESERVE, INC.
51 South Main Street, Suite 300
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***Re: 1100 West Roadway Improvement Project
Property near 2335 South 1100 West, Woods Cross, Utah
Offer to Acquire Property and Notice of Options***

Dear Mr. Stagg and Mr. Reucassel:

I write on behalf of Woods Cross City concerning a triangular tract of property near 2335 South 1100 West in Woods Cross and the City's proposed acquisition of a portion of that property for its 1100 West roadway improvement project.

The City previously communicated with Property Reserve Inc. concerning the Property. In my August 12, 2026 letter to Property Reserve, I explained that the City's title investigation had identified uncertainty concerning ownership of the Property and asked Property Reserve to search its records for deeds, conveyances, asset-transfer records, maps, surveys, title materials, and other documents that might establish whether Property Reserve or an affiliated or predecessor entity acquired an interest in the Property. At that stage, the City was attempting to complete the historical record and expressly was not asking Property Reserve to take a position concerning ownership.

The City has continued its investigation. The information presently available indicates that Property Reserve may hold title to or have succeeded to an ownership interest in the Property,

while Silver Eagle Refining, Inc. has used or occupied the Property and may have or assert an ownership, possessory, prescriptive, or other interest in it. The City cannot presently determine the nature, validity, or priority of these potential interests with sufficient certainty to acquire the necessary right-of-way from either entity alone.

The City is therefore directing this letter jointly to Property Reserve and Silver Eagle. The City seeks a voluntary resolution that addresses all potential ownership interests affecting the portion of the Property needed for the roadway project. If that cannot be accomplished voluntarily, the City intends to ask a court to determine ownership and, to the extent necessary, condemn the property interests required for the project.

Property and Proposed Acquisition

The property at issue is an approximately 5,436-square-foot triangular tract located between the existing 1100 West right-of-way and the railroad corridor near 2335 South 1100 West (the “Property”). The Property is legally described in the enclosed Exhibit A.

The City is improving 1100 West between approximately 2100 South and 2600 South. As part of that project, the City needs to acquire approximately 2,321 square feet of the Property for public right-of-way (the “Acquisition Area”). The Acquisition Area is legally described in enclosed Exhibit B and depicted on enclosed Exhibit C. The project plans show the Acquisition Area along the 1100 West frontage, including the proposed right-of-way line, sidewalk, and curb and gutter improvements.

Uncertainty Concerning Ownership

As explained in the City’s earlier communication with Property Reserve, the Property presents an unusual title issue. The Property does not appear to be a separately defined tax parcel, and the City’s investigation has not identified a recorded conveyance that conclusively establishes its current ownership. The City’s appraisal likewise identifies the Property as “Not Platted” and identifies no owner of record.

The historical title information reviewed by the City identifies Producer’s Livestock Company, North Salt Lake Livestock Company, and Salt Lake Union Stockyards as having potential historical interests in the Property. The City understands that Utah Property Management Associates, formerly Zions Securities Corporation and a subsidiary of Property Reserve, subsequently acquired or succeeded to some or all of Salt Lake Union Stockyards’ assets or interests when that company ceased operations. This history provides a potential basis for Property Reserve to hold title to or another interest in the Property.

At the same time, Silver Eagle uses or occupies the Property or property associated with it. That use or occupancy raises a separate question concerning whether Silver Eagle possesses or may assert an ownership, possessory, prescriptive, or other property interest.

The City does not intend to resolve those potentially competing claims itself. By directing this letter jointly to Property Reserve and Silver Eagle, the City does not recognize, concede, or determine that either entity owns the Property or holds any particular interest in it. Nor does the City take a position in this letter concerning the validity, priority, or extent of any interest either entity may assert.

Rather, the City's present position is that the potential interests of both entities must be addressed before the City can obtain clear title to the Acquisition Area through a voluntary transaction. The City is therefore providing both entities the same offer, information, and opportunity to participate in the acquisition process.

City's Offer

The City retained Integra Realty Resources to appraise the Property. The City previously provided a copy of that appraisal to Property Reserve with its August 12 letter. The appraisal, effective June 10, 2026, concluded that the fee-simple interest in the approximately 5,436-square-foot Property had an across-the-fence value of \$110,000.

The Acquisition Area contains approximately 2,321 square feet, or approximately 42.7% of the Property. Based on the appraised value of the Property and the relative square footage of the Property and the Acquisition Area, the City calculates the proportionate appraised value of the Acquisition Area to be \$46,969.

Subject to the conditions stated below, the City offers \$46,969 as just compensation for the acquisition of all ownership and other compensable interests in the Acquisition Area.

This is a single offer of \$46,969 for all interests in the Acquisition Area. It is not a separate offer of \$46,969 to Property Reserve and another \$46,969 to Silver Eagle. The City's determination of just compensation for the Acquisition Area does not depend upon which entity ultimately is determined to own the Property or how the compensation ultimately may be allocated among persons or entities having compensable interests.

Condition of Offer

The City's offer is expressly conditioned upon resolution of the title to the Acquisition Area in a manner satisfactory to the City and the City's ability to acquire all ownership and other

interests necessary to obtain clear and marketable title to the Acquisition Area, free from competing ownership claims.

No acceptance of this offer by either Property Reserve or Silver Eagle, acting alone, will create a binding acquisition agreement or obligate the City to acquire that entity's claimed interest or to pay that entity any portion of the offered compensation. A voluntary acquisition may occur only if the City is satisfied that all ownership and other interests affecting the Acquisition Area have been identified and resolved and that the City will receive clear and marketable title to the Acquisition Area.

Resolution may occur by agreement among the interested parties, by documentation satisfactory to the City establishing ownership and the absence or disposition of competing interests, by judicial determination, or by another means acceptable to the City. The City does not necessarily require resolution of ownership of the remainder of the Property if all interests affecting the Acquisition Area can otherwise be resolved to the City's satisfaction.

Unless and until these conditions are satisfied, the City's offer establishes the amount the City is willing to pay for acquisition of all interests in the Acquisition Area but does not establish which person or entity is entitled to receive that compensation.

The City would prefer to resolve the acquisition and ownership issues without litigation. The following four options are available.

Option 1 — Resolve Title and Complete a Voluntary Acquisition

If Property Reserve and Silver Eagle are able to resolve the potential competing interests affecting the Acquisition Area, the City is prepared to proceed with a voluntary acquisition for \$46,969, subject to documentation satisfactory to the City establishing that the City will acquire all interests necessary for clear and marketable title to the Acquisition Area.

Neither Property Reserve nor Silver Eagle may exercise this option unilaterally. A statement by either entity that it accepts the City's offer will instead be treated as an expression of willingness to proceed with a voluntary acquisition, subject to resolution of title and satisfaction of the conditions stated in this letter.

If Property Reserve and Silver Eagle agree concerning their respective interests and entitlement to compensation, the City is prepared to work with them to document that resolution, acquire all necessary interests in the Acquisition Area, and pay the \$46,969 compensation in accordance with that resolution.

The City does not require Property Reserve and Silver Eagle to resolve every issue concerning ownership of the remainder of the Property if they can otherwise provide the City with clear and marketable title to the Acquisition Area and resolve all claims to the compensation paid for it.

Option 2 — Continued Negotiations

If the parties cannot presently complete a voluntary acquisition, the City remains willing to continue negotiations with Property Reserve and Silver Eagle concerning ownership, compensation, and a mechanism for conveying all necessary interests in the Acquisition Area.

As requested in my August 12 letter, Property Reserve may provide any additional deeds, conveyances, asset-transfer records, maps, surveys, property inventories, title materials, or other records bearing upon whether an interest in the Property was transferred to or retained by Property Reserve or an affiliated or predecessor entity.

Silver Eagle likewise may provide any deeds, agreements, records concerning its possession or use of the Property, surveys, title materials, or other information supporting any ownership or other property interest it claims in the Property.

Either entity may also provide information it believes bears upon the value of the Acquisition Area or the amount of compensation offered by the City.

The City is open to alternatives that would allow it to acquire clear and marketable title to the Acquisition Area while preserving a dispute between Property Reserve and Silver Eagle over entitlement to the compensation. For example, if legally and practically appropriate, the parties could consider an escrow or similar arrangement under which the City acquires all necessary property interests and the compensation is held or otherwise preserved pending agreement or determination concerning entitlement to it.

Option 3 — Mediation or Arbitration

Property Reserve and Silver Eagle may seek assistance from the Utah Office of the Property Rights Ombudsman to the extent available under Utah law. The Office provides neutral assistance concerning eminent-domain and property-rights disputes. The enclosed materials from the Office of the Property Rights Ombudsman provide additional information concerning mediation, arbitration, independent valuation, and other rights available under Utah law.

Nothing in this letter requires Property Reserve and Silver Eagle to exercise any right to mediation, arbitration, or assistance from the Office jointly. Each entity retains whatever rights it may independently possess under applicable law.

The parties should recognize, however, that the present matter involves more than a disagreement concerning valuation. It also involves a threshold question concerning ownership of the Property. Mediation may provide a useful means of attempting to resolve that question by agreement, but arbitration concerning just compensation may not resolve competing claims to title. If the ownership issue cannot be resolved voluntarily, judicial determination may be necessary.

Option 4 — Judicial Resolution

If the parties cannot reach a voluntary resolution that provides the City with the necessary property rights, the City intends to file an action in the Second Judicial District Court for Davis County.

The City anticipates naming Property Reserve and Silver Eagle, together with any other persons or entities identified as potentially claiming an interest in the Property, and asking the court to determine the parties' respective rights, titles, and interests through a quiet-title proceeding.

The City also intends to seek condemnation in the alternative. If the court determines that the City does not already possess the property rights necessary for the project, the City will ask the court to condemn all remaining interests necessary for the City to acquire the Acquisition Area for public right-of-way purposes.

This approach will permit the court to determine the ownership issue rather than requiring the City to select among competing potential claimants. The City may then deposit or pay the just compensation required by law for the benefit of the person or entities ultimately determined to be entitled to it. The City's contemplated action follows this structure: determination of the interests in the Property through quiet title and, if necessary, condemnation of the interests required to acquire the Acquisition Area.

Statutory Disclosures and Property Rights Information

The City may exercise its power of eminent domain if it cannot acquire the necessary property rights voluntarily. Utah Code § 78B-6-505 requires a political subdivision intending to use eminent domain if a voluntary transaction cannot be completed to make a reasonable effort to negotiate with the fee-simple owner before its governing body takes a final vote authorizing an

eminent-domain action. Section 78B-6-505 also requires specified disclosures and property-rights materials to be provided during the acquisition process.

The uncertainty concerning ownership makes it impossible for the City presently to determine with confidence which entity, if either, is the fee-simple owner for purposes of Section 78B-6-505 of Utah Code. The City therefore is providing both Property Reserve and Silver Eagle with the enclosed statutory disclosure and the applicable materials provided by the Utah Office of the Property Rights Ombudsman.

Providing those materials to both entities is intended to preserve the rights of all potentially interested parties and to facilitate a voluntary acquisition. It does not constitute a determination or admission by the City that either Property Reserve or Silver Eagle is the fee-simple owner, a statutory claimant, or the holder of any other compensable interest in the Property.

Response Requested

Please advise me by September 25, 2026, whether Property Reserve and Silver Eagle wish to pursue (1) resolution of title and a voluntary acquisition, (2) continued negotiations, or (3) mediation or arbitration to the extent available and appropriate.

The City welcomes a joint response if the two entities are able to agree upon a path forward. Each entity may also respond separately concerning its claimed interest, its preferred means of proceeding, or its individual statutory rights. The City does not require either entity to concede or relinquish its claimed interest as a condition of continuing negotiations.

If either entity claims an ownership or other interest in the Property, please provide any documents or other information supporting that interest that have not already been provided to the City.

Any expression of acceptance of the City's \$46,969 offer remains subject to the title-resolution conditions stated in this letter. No response or purported acceptance by either entity, standing alone, will create a binding acquisition agreement, obligate the City to acquire that entity's claimed interest, or obligate the City to pay that entity any portion of the offered compensation.

The City's objective remains to acquire the rights necessary for the 1100 West roadway project through a voluntary transaction if that can be accomplished while addressing all potential interests in the Acquisition Area. If those interests cannot be resolved voluntarily, however, the City intends to proceed with the quiet-title and alternative condemnation action described above.

Nothing in this letter waives any claim, defense, title position, or other right of Woods Cross City. The City expressly reserves the right to assert any ownership or other interest in the Property that may be supported by the evidence. The City's offer of compensation does not constitute an admission concerning ownership of the Property, the existence or validity of any claimed interest, or entitlement to the compensation. The City's offer is and remains subject to the express conditions stated in this letter.

Please contact me at schristiansen@woodscross.gov or (801) 677-1020, or City Attorney Jayme Blakesley at jblakesley@hgblaw.net or (801) 272-8998 if you would like to discuss the City's offer or any of the options described above.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sam Christiansen', with a long horizontal flourish extending to the right.

Sam Christiansen
Public Works Director
Woods Cross City

Enclosures:

- Exhibit A – Legal Description of Property
- Exhibit B – Legal Description of Acquisition Area
- Exhibit C – Acquisition Map
- Exhibit D -- Appraisal