



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
SHAWN BEUS
SCOTT ISAACSON
AMY SHUMWAY
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

NOTICE AND AGENDA SPECIAL FARMINGTON CITY COUNCIL MEETING

NOTICE is hereby given that the Farmington City Council will hold a special meeting on Tuesday, October 26, 2021, at 1:00 p.m. This meeting will be held electronically over Zoom.

The agenda will be as follows:

1. Roll Call (Opening Comments/Invocation) Pledge of Allegiance
2. Approval of Settlement Agreement with UDOT regarding Conservation Easements

DATED this 21st day of October, 2021.

FARMINGTON CITY CORPORATION

By: *Holly Gadd*
Holly Gadd
HR Manager for City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Heidi Bouck, City Recorder, 451-2383, prior to the meeting.

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is made this _____ day of October, 2021, by and between the **UTAH DEPARTMENT OF TRANSPORTATION** (“UDOT”) and **FARMINGTON CITY** (“City”), collectively the “Parties.”

RECITALS

A. WHEREAS the Parties are the litigants in two civil actions pending in the Second Judicial District Court for Davis County, specifically Civil Nos. 200700692 and 210700221 (the “Lawsuits”).

B. WHEREAS the City owns or claims an interest in conservation easements on the parcels of real property located in Davis County, Utah described in the Complaints in the Lawsuits (the “Subject Property”);

C. WHEREAS UDOT filed the Lawsuits against the City (and potential interest holders) seeking to condemn property or certain of their property interests in portions of the Subject Property for purposes of building the West Davis Corridor Project No. S-R199(299) (the “Project”);

D. WHEREAS on September 29, 2021, City officials, including Mayor James Talbot and Shane Pace and legal counsel Todd Godfrey, Jayme Blakesley, and Scott Martin, and UDOT’s representatives Kris Peterson, Charles Stormont and UDOT’s counsel, Barbara Ochoa and Bill Christensen met for an online mediation session conducted by William Bohling to discuss issues related to the Lawsuits, including UDOT’s condemnation of the Subject Property, just compensation for the takings, damages, valuation and related issues;

E. WHEREAS the Parties desire to resolve all claims and counterclaims that have been, or could be, asserted between the Parties (and their affiliates including tenants) in the Lawsuits and to resolve and release all claims without the necessity for further or additional litigation; and,

NOW, THEREFORE, in consideration of the obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to the following:

Agreement After Successful Mediation

1. The City will stipulate in writing to entry of Final Judgments of Condemnation of the Subject Property for Transportation Purposes extinguishing the existing conservation easements on the Subject Property and free of all other liens and encumbrances, if any, and transferring the Subject Property and all appurtenant rights to UDOT, if any.

2. UDOT shall pay to the City the total sum of Five Million Five Hundred Thousand Dollars (\$5,500,000.00). All funds on deposit with the Court in the Lawsuits shall be refunded to UDOT in full.

3. The City shall leave the Subject Property in the same condition, as it was when this Agreement was signed. No work, improvement, or alteration will be done to the Subject Property other than what is provided for in this Agreement.
4. The City agrees to provide to UDOT's through UDOT's counsel with a copy of the Ombudsman's appraisal in Civil No. 210700221 within seven business days of execution of this Agreement.
5. The City agrees to pay any and all taxes assessed against the Subject Property, if any, until the date of entry of judgment.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
7. This Agreement is being entered as part of a settlement of all claims and counterclaims that were, or could have been, asserted in the Lawsuits related to UDOT's condemnation of the Subject Property described in the Complaints and any associated property interests or damages.
8. Within a reasonable time after execution of this Agreement, UDOT will cause its counsel to prepare stipulated motions for entry of Final Judgment of Condemnation in the Lawsuits and proposed judgments, each party to bear its own costs and attorney's fees with no award of interest. The City will cause its counsel to stipulate to entry of final judgments in the Lawsuits and specifically providing, among other things, that all funds on deposit with the Court in connection with the Lawsuits, including funds deposited in connection with UDOT's Motions for Occupancy, shall be refunded in full by the Court *to UDOT* in care of Charles A. Stormont, Director of Right of Way, 4501 South 2700 West, West Valley City, Utah 84119.
9. Upon receipt of the payment described in paragraph 2, the City, on its own behalf and on behalf of its agents or any related person or entity, releases any claims, counterclaims or causes of action, whether past or present, at law or in equity, against UDOT, its agents and attorneys that were, or could have been, asserted in the Lawsuits including, but not limited to, demands for additional compensation or accumulating interest for the real property, or property interests subject to condemnation and any claims regarding UDOT's negotiations prior to the commencement of litigation and the conduct of the Lawsuits including relocation act claims.
10. With regard to the property interests to be condemned under this Agreement, the City represents that as far it is aware there are no other persons or entities that have interests in the property interests or in the money being paid by UDOT in exchange for the real property to be condemned.

11. This Agreement and the payment by UDOT hereunder do not affect, in any way, those funds UDOT has committed to pay to the City for landscaping and other related purposes associated with the Project.

12. The parties intend that the rights and obligations of this Agreement shall survive any transactions to be made hereunder. However, after execution of this Agreement, any claim or cause of action that could have been asserted against UDOT, its management, employees, or agents concerning the properties, transactions and litigation matters affected by this shall merge into this Agreement and the only remedy shall be to sue for enforcement of the terms hereof.

13. This Agreement is not effective unless and until approved by a majority of the Farmington City Council in accordance with applicable laws and ordinances. This Agreement is not effective unless and until approved by the Utah Transportation Commission.

14. Any amendment to this Agreement must be in a writing signed by duly authorized representatives of the Parties hereto and stating the intent of the parties to amend this Agreement.

15. As this Agreement includes public entities, it and the terms stated herein may be disclosed as required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date upon which all parties shall have executed this Agreement.

UTAH DEPARTMENT OF TRANSPORTATION

By: _____

Its: Director, Right of Way and Property
Management

FARMINGTON CITY

By: _____

Its: _____

Attest:
