

**REGULAR MEETING AGENDA OF THE
CITY COUNCIL OF LAYTON, UTAH**

PUBLIC NOTICE is hereby given that the City Council of Layton, Utah, will hold a regular public meeting in the Council Chambers in the City Center Building, 437 North Wasatch Drive, Layton, Utah, commencing at **7:00 PM on September 18, 2014.**

AGENDA ITEMS:

1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION, APPROVAL OF MINUTES:

- A. Minutes of Layton City Council Meeting - July 17, 2014
- B. Minutes of Layton City Council Work Meeting - August 21, 2014
- C. Minutes of Layton City Council Meeting - August 21, 2014
- D. Minutes of Layton City Council Meeting - September 4, 2014

2. MUNICIPAL EVENT ANNOUNCEMENTS:

3. CITIZEN COMMENTS:

4. VERBAL PETITIONS AND PRESENTATIONS:

- A. Presentation - Youth Court Graduation and Swearing In

5. CONSENT ITEMS:(These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.)

- A. Amend Title 8, Chapters 8.01 through 8.06 Inclusive of the Layton Municipal Code Enabling a Community Cat Program - Ordinance 14-19
- B. Approve Legacy Cottages of Layton, LLC, as the Successor and Assignee of Marie S. Adams Family Trust in the Development Agreement Dated October 4, 2012 - Resolution 14-62 - Approximately 250 North Adamswood Road
- C. Approve the First Amendment to Agreement for the Development of Land and the Right of Early Entry and Supplemental Agreement between IHC Health Services, Inc. and Layton City, and the Respective Deed and Easements for the Construction of a Public Right-of-Way - Resolution 14-64 - 2250 North and Antelope Drive at Approximately 1300 West
- D. Annexation Request – Eric Martz – Acceptance of the Request – Resolution 14-65 – 1242 East Pheasant View Drive
- E. Annexation Request – River Ridge Partners, LC – Acceptance and Certification of the Petition – Resolutions 14-60 and 14-61 – Approximately 1300 North 3300 East

6. PUBLIC HEARINGS:

7. PLANNING COMMISSION RECOMMENDATIONS:

8. NEW BUSINESS:

9. UNFINISHED BUSINESS:

10. SPECIAL REPORTS:

ADJOURN:

Notice is hereby given that:

- A Work Meeting will be held at 5:30 p.m. to discuss miscellaneous matters.
- In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.
- This meeting may involve the use of electronic communications for some of the members of this public body. The anchor location for the meeting shall be the Layton City Council Chambers, 437 North Wasatch Drive, Layton City. Members at remote locations may be connected to the meeting telephonically.
- By motion of the Layton City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that chapter.

Date: _____

By: _____

Thieda Wellman, City Recorder

LAYTON CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify Layton City eight or more hours in advance of the meeting. Please contact Kiley Day at 437 North Wasatch Drive, Layton, Utah 84041, 801.336.3825 or 801.336.3820.

Citizen Comment Guidelines

For the benefit of all who participate in a PUBLIC HEARING or in giving PUBLIC COMMENT during a City Council meeting, we respectfully request that the following procedures be observed so that all concerned individuals may have an opportunity to speak.

Electronic Information: An electronic or hard copy of any electronic information presented to the City Council must be submitted to the City Recorder by the end of the meeting.

Time: If you are giving public input on any item on the agenda, please limit comments to three (3) minutes. If greater time is necessary to discuss the item, the matter may, upon request, be placed on a future City Council agenda for further discussion.

New Information: Please limit comments to new information only to avoid repeating the same information multiple times.

Spokesperson: Please, if you are part of a large group, select a spokesperson for the group.

Courtesy: Please be courteous to those making comments by avoiding applauding or verbal outbursts either in favor of or against what is being said.

Comments: Your comments are important. To give order to the meeting, please direct comments to and through the person conducting the meeting.

Thank you.

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**MINUTES OF LAYTON CITY
COUNCIL MEETING**

JULY 17, 2014; 7:01 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT:**

**MAYOR BOB STEVENSON, JOYCE BROWN,
TOM DAY, JORY FRANCIS, SCOTT FREITAG
AND JOY PETRO**

STAFF PRESENT:

**ALEX JENSEN, GARY CRANE, BILL WRIGHT,
PETER MATSON, TERRY COBURN, DAVE PRICE
AND THIEDA WELLMAN**

The meeting was held in the Council Chambers of the Layton City Center.

Mayor Stevenson opened the meeting and led the Pledge of Allegiance. Mr. Green gave the invocation. Scouts and students were welcomed.

MINUTES:

MOTION: Councilmember Brown moved and Councilmember Day seconded to approve the minutes of:

Layton City Council Meeting – May 15, 2014;

Layton City Council Joint Strategic Planning Work Meeting – May 29, 2014;

Layton City Council Work Meeting – June 5, 2014;

Layton City Council Meeting – June 5, 2014;

Layton City Council Work Meeting – June 19, 2014; and

Layton City Council Meeting – June 19, 2014.

The vote was unanimous to approve the minutes as written.

MUNICIPAL EVENT ANNOUNCEMENTS:

Councilmember Brown said the free concert on July 24th would begin at 8:00 p.m. She said Riders in the Sky would be performing and it was a great family oriented concert. Councilmember Brown said the gates would open at 7:00 p.m.

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Councilmember Petro said tomorrow the Chamber of Commerce would be serving lunch to military staff at Hill Air Force Base.

Mayor Stevenson thanked everyone for the July 4th celebrations. He thanked citizens for attending the information meetings held the last two nights regarding the Macquarie proposal for UTOPIA.

CITIZEN COMMENTS:

Richard Salazar, 421 North 3425 West, expressed concerns with a dispute he had with his former HOA and their efforts to use the City's Code Enforcement against him. He said he currently had three Code Enforcement citations issued against him concerning the Code covering the landscaping of his front yard and with construction materials blocking the sidewalk during landscaping construction. Mr. Salazar said the third violation was that his landscaping had not been completed within 18 months of completion of his home. He said he was concerned that a City entity was being used in a vindictive fashion.

Mayor Stevenson asked if this was something City Staff could look into and get back to Mr. Salazar.

Gary Crane, City Attorney, said yes, his Staff could look into it.

Brent Barney, 2116 North 75 East, expressed concerns with a building complex near his home at approximately 75 East and Fort Lane. He said there was presently an asphalt company using the property. Mr. Barney said he understood that the asphalt company was requesting a variance for this location. He said they were a very poor neighbor; they poured concrete at 3:00 a.m. when they were building the complex; during construction they destroyed 35 sections of the sidewalk that had not been repaired; they installed a settlement fence that was completely full; they didn't control the weeds; the security lights were too bright and were on too long; they frequently heated asphalt at 5:30 in the morning; they moved a bunch of equipment onto the site without a hard service; and they had storage tanks for fuel, which he didn't think were up to code. Mr. Barney said they were trying to get a variance for a chain link fence with slats instead of a solid fence. He said he didn't want the variance granted; they hadn't been a good neighbor in the past.

Councilmember Day asked if that was Precision Asphalt.

Mr. Barney said yes.

Councilmember Day said this was currently being considered by the Planning Commission; it was in the

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conditional use process and they were working through some of these issues. He suggested that Mr. Barney attend the Planning Commission meeting this coming Tuesday at 7:00 p.m.

Mayor Stevenson asked if Staff was familiar with this; were there some violations.

Peter Matson, City Planner, said they had occupied the site prior to the conditional use permit being given. He said it would be reviewed by the Planning Commission on Tuesday. Peter said they had to abide by the conditions or they would not be able to use the site.

Julio Endelao said he recently moved to Utah from California where he was involved in politics. He encouraged the Mayor and Council to develop an outreach program for the large Hispanic population in Utah. Mr. Endelao said it was important to keep the State of Utah a conservative state. He indicated that the Hispanic population would vote conservatively if they had knowledge. Mr. Endelao indicated that he crossed the border from Mexico illegally, but received his citizenship this past January. He said he wanted to help maintain Utah as it was; a great State that helped businesses and helped people start businesses.

Mayor Stevenson asked Mr. Endelao if he lived in Layton.

Mr. Endelao said yes.

Mayor Stevenson said there were a lot of volunteer programs in the City that Mr. Endelao could become involved in. He said being involved in the community was important. Mayor Stevenson asked Mr. Endelao to talk with him after the meeting.

CONSENT AGENDA:

AGREEMENT WITH ZIONS FIRST NATIONAL BANK – CONSULTING SERVICES TO PREPARE A PARKS, TRAILS AND RECREATION IMPACT FEE ANALYSIS – RESOLUTION 14-55

Dave Price, Parks and Recreation Director, said Resolution 14-55 would adopt an agreement for consulting services with Zions First National Bank. He said the consulting services would be to prepare a Parks, Trails and Recreation Impact Fee Analysis. Dave said Zions Bank was qualified to provide these services and would prepare an Impact Fee Facilities Plan and the Impact Fee Analysis in compliance with requirements of Utah law. He said Zions Bank would be compensated for the services at an hourly rate not to exceed the total

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sum of \$8,000. Dave said Staff recommended approval.

Councilmember Freitag recommended that Items L and M of the Consent Agenda be voted on separately.

Mayor Stevenson said Items L and M of the Consent Agenda would be moved to the end of the Consent Agenda and voted on separately.

FRANCHISE AGREEMENT WITH LEVEL 3 COMMUNICATIONS, LLC – RESOLUTION 14-57

Tyson Willis, Associate Attorney, said Resolution 14-57 would approve a franchise agreement with Level 3 Communications, LLC. He said Level 3 Communications previously had a franchise agreement with the City that had expired. Tyson said this agreement was substantially the same as their previous agreement and Staff recommended approval.

Councilmember Petro said this was a 5 year renewal; was this the same as the previous agreement.

Tyson said the previous agreement was a five year agreement, but the difference with this agreement was an automatic renewal unless ended by either party. The previous agreement did not have an automatic renewal.

Councilmember Petro asked why it was an automatic renewal.

Tyson said since the City was renewing after five years, the automatic renewal was added for convenience. He said it could be ended if the Council chose to do that.

Councilmember Petro asked if this was opened for additional RFPs so that other companies could bid on this type of work.

Tyson said it was a franchise agreement and was not a bid for a particular type of work. He said this granted them permission to run their lines through the City's rights of way. Tyson said it was not an exclusive agreement.

Councilmember Petro asked if this would have an impact on UTOPIA.

Gary Crane said Level 3 Communications typically ran fiber for large cell phone towers. He said they were treated similarly to Rocky Mountain Power and telephone companies. Gary said they all ran utilities in the

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City's streets and the City required a franchise so that the City could control what they did to the streets. He said the City granted franchises to all types of utilities to be able to locate in the City's streets.

AGREEMENTS AND DEEDS FOR THE ACQUISITION OF PROPERTY NECESSARY FOR THE CONSTRUCTION OF A ROUNDABOUT AT THE INTERSECTION OF CHURCH STREET AND ANTELOPE DRIVE AND THE INSTALLATION OF IMPROVEMENTS ALONG CHURCH STREET – RESOLUTION 14-56

Tyson Willis said Resolution 14-56 was for a project at the intersection of Antelope Drive and Church Street. He said the City intended to build a roundabout at that intersection, and because the shape of the intersection was changing, the City needed to acquire some parcels of property. Tyson displayed a map of the area and identified approximately 800 square feet of property on the southwest corner of the intersection that the City had negotiated a purchase agreement with the property owner. He said the City would purchase the property and a slope easement on that corner. Tyson said there was a portion of property on the northwest corner the City would also need to purchase.

Tyson said in addition, part of the same project was to install curb, gutter and sidewalk on the west side of Church Street. He said that land would be donated to the City in exchange for the improvements. Tyson said Staff recommended approval.

Mayor Stevenson asked if the property owners were good to work with.

Tyson said yes. The City had dealings with three different property owners and they all had been good to work with.

EASEMENT ENCROACHMENT AGREEMENT WITH THE UNITED STATES OF AMERICA FOR THE INSTALLATION OF A CULINARY WATER LINE – ANTELOPE DRIVE AND HIGHWAY 89 – RESOLUTION 14-45

Gary Crane said this item and the next item involved agreements relative to the new Antelope Drive connection to Highway 89 and the frontage road. He said a lot of Weber Basin property was purchased by the Federal Government and whenever you encroached into the Federal Government's property they required a separate agreement for each item that encroached and for each encroachment. Gary said Resolution 14-45 and Resolution 14-44 in the next item were minor encroachments for easements involving culinary water lines, sewer lines and storm drain lines. He said Staff recommended approval of these two items.

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EASEMENT ENCROACHMENT AGREEMENT WITH WEBER BASIN WATER CONSERVANCY DISTRICT AND UDOT FOR THE INSTALLATION OF A CULINARY WATER LINE, SEWER LINE, STORM DRAIN LINE AND CONDUITS/CABLE – ANTELOPE DRIVE AND HIGHWAY 89 – RESOLUTION 14-44

This item was discussed with the previous item.

ADOPT STREET IMPROVEMENTS PAYBACK AGREEMENT WITH GREEN AND GREEN DEVELOPMENT – RESOLUTION 14-49

Gary Crane said this item and the next two items involved payback agreements. He said there were often times when developers put in improvements prior to development. Gary said often they were required to overbuild those improvements. He said these three agreements involved the overbuilding of improvements.

Gary said the first agreement involved the overbuilding of improvements by Green and Green Development along Layton Parkway. He said typically a developer was required to put in a half street on the side of the street of their development and a full street when they were developing on both sides of a street. Gary said a full street was approximately 66 feet wide. He said the City collected impact fees to cover the costs of these improvements.

Gary said this item and the next item involved over-sizing for the Parkway. He said the developers would be reimbursed from impact fees for the improvements.

Gary said the third item was for a storm drain detention pond that was combined into a future park. He said there were properties that would be benefitted in the future by the detention pond. Gary said the properties that would benefit from the improvement had been identified, and as those properties developed, they would reimburse the developer for their proportional share of the improvement.

Gary said Staff recommended approval of all three items; Resolutions 14-49, 14-50 and 14-51.

Councilmember Day asked if the properties south of Oak Hills Drive would pay the fee when they developed their property.

Gary said yes. He identified the payback area on a map.

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ADOPT STREET IMPROVEMENTS PAYBACK AGREEMENT WITH CASTLE CREEK HOMES LLC – RESOLUTION 14-50

This item was discussed with the previous item.

ADOPT STORM DRAIN DETENTION POND PROPERTY PAYBACK AGREEMENT WITH MUTTON HOLLOW ESTATES, LLC – RESOLUTION 14-51

This item was discussed with the previous item.

BID AWARD – STAKER & PARSON COMPANIES – ANTELOPE FRONTAGE ROAD CONSTRUCTION – CONNECTING ANTELOPE DRIVE AT APPROXIMATELY 1200 WEST TO 2250 NORTH – RESOLUTION 14-52

Terry Coburn, Public Works Director, said Resolution 14-52 authorized the execution of an agreement with Staker & Parson Companies for the Antelope Drive frontage road construction project. Terry said the project included the construction of 905 tons of asphalt, 2,000 tons of subgrade, 800 tons of structural fill, installation of 843 lineal feet of storm drain pipe, 1,048 lineal feet of sanitary sewer pipe, 550 lineal feet of water pipe, lighting, fiber optic conduit, and other associated work items. He said the project would lessen traffic congestion and improve traffic flow around Antelope Drive and University Park Boulevard. Terry said five bids were received with Staker & Parson submitting the lowest responsive, responsible bid of \$436,052.85. He said Staff recommended approval.

REQUESTS FOR PROPOSAL AWARD – GREAT BASIN DEVELOPMENT – ROBINS DRIVE PRESSURE REDUCING VALVE – ROBINS DRIVE NEAR ANTELOPE DRIVE AT STATION 1+00 TO 3+00 – RESOLUTION 14-54

Terry Coburn said Resolution 14-54 authorized the execution of an agreement with Great Basin Development for the Robins Drive pressure reducing valve (PRV) project. He said the project would consist of the installation of a new PRV and telemetry system with associated work items. Terry said this project was being completed in conjunction with the UDOT Antelope Drive I-15 project, and must be completed prior to the widening of Robins Drive by UDOT. He said five requests for proposals were sent out with Great Basin Development submitting the lowest responsive, responsible bid of \$84,846. Terry said Staff recommended approval.

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Mayor Stevenson asked how quickly this would be done.

Terry said in the next couple of months.

MAINTENANCE AGREEMENT WITH UDOT FOR THE EXTENSION OF ANTELOPE DRIVE FRONTAGE ROAD AND COMMUTER PARKING FACILITY – RESOLUTION 14-53

Terry Coburn said Resolution 14-53 authorized the execution of an agreement with UDOT for a maintenance agreement for the Antelope Drive frontage road and commuter parking facility. He said the agreement set out the provisions under which construction and maintenance for the facilities would be performed. Terry said UDOT would provide construction of roadways, commuter parking facilities, curb and gutter, sidewalk, drainage facilities, landscape, conduit for lighting, and pavement marking and signing. He said the City would install lighting in the parking facility, furnish electrical power, and provide maintenance of the facilities. Terry said Staff recommended approval.

Mayor Stevenson said work had started on the project and the City Engineer was staying on top of it.

OFF-PREMISE BEER RETAILER LICENSE – LAYTON WHISTLE STOP LLC – 74 SOUTH MAIN STREET

Peter Matson, City Planner, said this was an off-premise beer retailer license request for Layton Whistle Stop LLC located just south of the Kays Crossing development near the train station. Peter said the location met all buffer requirements and background checks had been approved by the Police Department. He said Staff recommended approval.

Councilmember Brown asked if a restaurant was going into this building.

Bill Wright, Community and Economic Development Director, said there were plans for a café on the second level of the building.

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ANNEXATION REQUEST – SUMMER HOLLOW LLC – ACCEPTANCE AND CERTIFICATION OF THE PETITION – APPROXIMATELY 1900 EAST OAK HILLS DRIVE – RESOLUTIONS 14-39 AND 14-40

Peter Matson said this was an annexation request submitted by Summer Hollow LLC. He said this was the first step in the annexation process. Peter displayed a map of the proposed annexation area and indicated that it was located at approximately 1900 East Oak Hills Drive, and contained approximately 11 acres. Peter said Resolution 14-39 was acceptance of the petition by the City Council and Resolution 14-40 was the Council's acceptance of the City Recorder's certification of the petition. He said if this was approved, Staff would initiate the necessary annexation procedures outlined by State law. Peter said a public hearing would likely take place at a September Council meeting. He said the annexation was also accompanied by a rezone request to R-1-10. Peter said Staff recommended approval.

AMENDED PRELIMINARY PLAT APPROVAL – GREYHAWK TOWNHOMES NORTH PRUD – APPROXIMATELY 3260 NORTH 1700 EAST

Peter Matson said this was an amended preliminary plat approval for the Greyhawk Townhomes North PRUD located at approximately 3260 North 1700 East. He identified the property on a map. Peter said the Council approved the preliminary plat in 2012. He said the applicant did not proceed forward for final plat approval and the preliminary plat approval had expired, which required another approval process with the Planning Commission and Council. Peter said the Planning Commission recommended approval and Staff supported that recommendation.

PUBLIC UTILITY EASEMENT VACATION AND NEW PUBLIC UTILITY EASEMENT ACCEPTANCE – EAST LAYTON HILLS SUBDIVISION, PHASE 6 – 2032 AND 2033 EAST DAN DRIVE – RESOLUTION 14-46

Peter Matson said this was a vacation of a public utility easement and relocation of that easement to an adjusted property line in the East Layton Hills Subdivision, Phase 6. He said as with any easement vacation, it required approval from the Council. Peter said the easement would line up with the new property line between lots 8 and 9 of the subdivision, which would accommodate a new garage. He said Staff recommended approval.

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CABLE AND FACILITIES EASEMENTS – UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY – VARIOUS UTOPIA HUT SITES – RESOLUTION 14-48

Peter Matson said Resolution 14-48 included 16 cable and facility easements for the construction of fiber optic hut facilities throughout the City. He identified the hut locations on a map. Peter said the City Engineer recommended that the easements be recorded once everything had been finalized and was in place so that adjustments would not need to be made. He said Staff recommended approval.

Mayor Stevenson asked when Layton was built out would the number of huts increase.

Gary Crane said he thought this included most of the major huts that would be required in order to be able to deploy in the City. He said because of new development some additional huts may be required in the future.

APPOINTMENTS TO THE PLANNING COMMISSION – C. BRETT NILSSON, BRIAN R. BODILY AND RANDY L. PULHAM – RESOLUTION 14-47

Peter Matson said Resolution 14-47 would make appointments to the Planning Commission. He said Tim Pales' term ended last month after his long years of service on the Planning Commission. Peter said the Mayor had interviewed several applicants and recommended that Brett Nilsson, who was currently an alternate member, be appointed as a regular member for a term that would expire on July 1, 2017; Brian Bodily be reappointed for a second term that would expire on July 1, 2017; and that Randy Pulham be appointed as a new alternate member of the Commission with a term that would expire on July 1, 2017. He said Mayor Stevenson recommended that the appointments be confirmed, and Staff supported that recommendation.

MOTION: Councilmember Freitag moved to approve Items A through K and N through S of the Consent Agenda as presented. Councilmember Francis seconded the motion, which passed unanimously.

FINAL APPROVAL EXTENSION REQUEST – FERNWOOD SPRINGS PRIVATE SUBDIVISION – APPROXIMATELY 3200 EAST FERNWOOD DRIVE

Peter Matson said this was on the Council's agenda on June 19, 2014. He said this was a final approval extension request for the Fernwood Springs Private Subdivision located at approximately 3200 East Fernwood Drive. Peter said the proposal was for five lots on 1.91 acres. He said lot 4 would incorporate an

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existing home on the property and there was a garage on lot 1 that would be removed. Peter said on July 18, 2013, the Council granted a one-year final extension request and that extension would expire tomorrow. He said the developer, Mr. Collin Brown, had requested an additional one-year extension in order to confirm retaining wall plans and find a contractor specializing in the hillside retaining walls required for development of the subdivision. Peter said the Council tabled this request on June 19th and requested that the developer be present to answer questions. He said Staff recommended approval of the one-year extension request.

Mayor Stevenson said the developer's comment in the Council packet indicated, "He was still trying to confirm the retaining wall plans to make sure they worked out with the rest of the required improvements. It had been hard finding any contractors that specialized in retaining walls on these hillsides." Mayor Stevenson asked the developer to comment on this.

Mr. Collin Brown, property owner/developer, said he had finally found a contractor and engineer about a month ago. He said it was a complicated situation with how the slopes were running and getting construction access to actually do it. Mr. Brown said he was working with the people that did the retaining wall in the Greyhawk development. He said with the way the subdivision was laid out, he almost had to have the house plans figured out before the retaining wall could be done. Mr. Brown said within the next 6 to 8 months they should be able to have engineered plans and proposed construction.

Mayor Stevenson asked Mr. Brown how many years he had been working on this.

Mr. Brown said he purchased the property 8 years ago and they were in the preliminary approval process for about 5 to 6 years due to delays with Weber Basin on an easement they had on the property. He said it had been a struggle.

Mayor Stevenson asked Mr. Brown if he had been able to secure financing for the project.

Mr. Brown said he had saved the cash; financing wouldn't be necessary for the improvements.

Councilmember Day said Mr. Brown had indicated that he would need the house plans before he could proceed.

Mr. Brown said not all house plans; only the two hillside lots.

Councilmember Day asked Mr. Brown if he had people interested in the lots.

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Mr. Brown said both homes would be spec-homes and he would live in one of them.

Councilmember Petro asked if that would be done within 6 months.

Mr. Brown said he would like to have a good idea on the house plans by that time so that the engineer could get plans and a cost for the retaining wall. He said he might have bitten off more than he could chew with the sensitive lands issue, but he was trying to find the right people to work with.

Mayor Stevenson asked if they had done any geotechnical testing.

Mr. Brown said yes; before they did the conceptual plans they had a full geotechnical report.

Mayor Stevenson asked Mr. Brown if he would be here next year asking for another extension.

Mr. Brown said if that happened would he have to go back through the entire process again.

Peter Matson said he would have to start over again with the final approval process.

Mr. Brown said he would hope that that wouldn't be the case, but he really hadn't been in that big of a hurry. He said if the Council felt that it would be better to hold off, he would go back through the final approval process again if it was necessary. Mr. Brown said it took him several years to save the money to do the construction and he was now in a position to move forward once the plans were ready.

Mayor Stevenson asked Mr. Brown if he was saying he would be fine with this if the Council denied the extension, realizing that it might be a couple of years before he was ready.

Mr. Brown said he wouldn't be totally heartbroken. He said he had been pushing forward with the anticipation of getting it done within the next year.

Mayor Stevenson said his thinking was that if Mr. Brown wasn't going to do anything within the next year, then maybe the Council should not approve the extension and have him bring it back through the process.

Mr. Brown said he wanted to make sure it was done correctly.

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Mayor Stevenson asked Mr. Brown if it was a possibility, as he went through the engineering process, that he might find some of the lots might not work and some adjustments would need to be made to the layout.

Mr. Brown said he didn't think any adjustments would need to be made to the layout, and he thought that the retaining wall would be figured out. He said his only worry would be if changes could be made to the zoning requirements that could ruin his final approval at that time.

Mayor Stevenson said things could change, but this was in an R-S zone and there shouldn't be any significant changes that would impact the development.

Councilmember Day asked Mr. Brown what his preference would be.

Mr. Brown said he would like the extension but would understand if that wasn't possible.

Councilmember Petro asked if this extension was approved and Mr. Brown showed some type of activity on the project, what would happen if it was delayed again.

Mr. Brown asked if all construction had to be completed in the one year period.

Mayor Stevenson said Mr. Brown would need to be ready to start construction.

Mr. Brown said he was under the understanding that he had to have construction completed within the one year period. He said if he only needed to have the project underway, he was a lot more confident that everything would be on time.

Councilmember Day asked if this was started and then Mr. Brown dragged his feet for years and years, what kind of provisions were there to insure that the development continued in an orderly and timely fashion.

Gary Crane said they had to take substantial steps to completion. He said the time they stopped doing that, as determined by the Council, the approval would end and they would have to start the process over again.

Mr. Brown said he would still like the extension and would work a lot harder to get the plans done and move the project forward.

Councilmember Francis said he felt that there was a lot of uncertainty; maybe this should be denied. He said

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he didn't get a good sense that Mr. Brown was ready to go.

Councilmember Petro asked if any of the lots were sold.

Mr. Brown said he had several offers, but he wasn't planning on listing them for sale. He said he was considering keeping it all for family.

Councilmember Brown asked if this was denied, would there be a cost to start the final approval process again.

Peter said the final subdivision application fees would apply. He said it would be \$250 base fee and \$60 per lot for a total of \$550.

MOTION: Councilmember Freitag moved to approve the final extension request. Councilmember Brown seconded the motion. Councilmembers Freitag, Brown, Petro and Francis voted yea; Councilmember Day voted nay. The motion carried.

FINAL APPROVAL EXTENSION REQUEST – TUSCANY VILLAS PRUD – APPROXIMATELY 1225 EAST GENTILE STREET

Peter Matson said Tuscan Villas PRUD was located at approximately 1225 East Gentile Street, just east of the Bowden Chiropractic building, and was in an RM-1 zoning district, which was a multi-family residential zoning district. He said this project was first approved in 2009 and the proposal was 40 units; three 12-plex unit buildings and one 4-plex unit building. Peter said in June 2012 the plat was amended to break the development into smaller pieces or phases. He said in June 2013 the Zoning Administrator granted a one-year final approval extension, which expired June 25, 2014. Peter said the developer and owner, Mr. Brian Lamano, had requested a one-year extension from the Council to this amended plat in order to find an equity partner to secure financing for the development. He said at the last Council meeting this item was tabled to today's meeting with a request to have Mr. Lamano present to answer questions regarding the extension request. Peter said Staff recommended approval of the final approval extension request.

Councilmember Freitag asked if there had been another equity partner up to this point.

Mr. Brian Lamano said there wasn't a previous equity partner. He said he was planning on developing the project on his own; he had already invested a substantial amount of money in the project. He said in 2009

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when the project was originally approved, the economy went south. Mr. Lamano said interest in the project was coming back and he had been approached by a local bank with interest in the project. He said he reacquired some of the 4-plex units across Gentile Street, which cost him a substantial amount of money. Mr. Lamano said some of the funds earmarked for the Villas project were diverted at that time. He said they looked much stronger now than they did in 2009 or 2012. Mr. Lamano said the land was virtually debt free. He said if he wasn't able to acquire financing, he had some leads on a third party. Mr. Lamano said he would prefer not to involve a third party and was asking for the extension to allow time to secure financing with a lending institution.

Councilmember Freitag asked why Staff recommended that this extension be granted.

Peter said Staff felt that this was a good design and Mr. Lamano had spent a considerable amount of time on the project. He said Staff felt that the design concept was quite a bit better than the original concept that Mr. Lamano brought forward years ago. Peter said to keep the momentum going on a quality and upscale design was a positive thing.

Mayor Stevenson said he had received complaints about one of Mr. Lamano's projects in Peacefield that had come to a stop. He said he understood Mr. Lamano had indicated that he had run out of money to complete that project. Mayor Stevenson said if the abilities weren't there he felt that the extension should not be granted and the focus should be to get some of the projects already in place taken care of. He said some of the hardest things the City dealt with were homes that were partially finished and neighborhoods complaining.

Mr. Lamano said he only had one project outstanding. He said he had the funds to complete the project, which was not the issue. Mr. Lamano said the City would see that project move forward substantially over the next little while. He said he had a year to complete that project and the project was on its way to being done by September 1st. Mr. Lamano said that project should not have an impact on this project.

Mayor Stevenson said even if the extension were denied, it was a fairly simple process for Mr. Lamano to bring this project forward at a later date. He said a denial would allow the current Council to have more control over the project.

Mr. Lamano said he had spent a lot of time and money on this project. He said the project needed to continue and he needed time to do that. Mr. Lamano said he had spent a lot of money on the project across the street and that was now a much nicer development for the City. He said tabling this would hamper his abilities to

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work with banks on funding.

Mayor Stevenson said he didn't agree; there were many projects people started from scratch and they were able to work with financial institutions for funding. He said he had gone through the process himself as a developer. Mayor Stevenson said he was voicing his opinion, but the Council would make the decision.

Mr. Lamano said it had been an active project for him since 2009. He said if the economy hadn't faltered, the project would have already been done. Mr. Lamano said he had diligently been pursuing financing; he didn't see the harm in extending the project.

Councilmember Day asked Peter what the fee schedule would be on this project if the extension was denied.

Peter said just over \$2200; in a multi-family development it was \$250 plus \$50 per unit.

Councilmember Francis asked how this would be impacted by the moratorium on apartment developments.

Gary Crane said because it was already entitled, it would not be impacted.

Councilmember Freitag said on April 29th Mr. Lamano received an email from the City reminding him that the extension was set to expire in June, and it was on the June agenda. He said at that meeting the Council felt that it was important to talk with Mr. Lamano about this. Councilmember Freitag said he was concerned that from April 29th, when Mr. Lamano was given the notice, until today, July 17th, Mr. Lamano didn't have more of a solidified plan with an equity partner. He said the City didn't have anything concrete to go on at this point.

Mr. Lamano said he wasn't going to look for an equity partner if he could do it himself. He said his goal was to put this project in on his own. Mr. Lamano said that was his intent going forward.

Councilmember Freitag said he understood what Mr. Lamano was saying tonight on July 17th; on April 29th Mr. Lamano stated that the reason for the extension request was to find an equity partner.

Mr. Lamano said if he could get financing from a bank with only the land equity he would do that; if not he would be looking for an equity partner for three to four years. He said there were possibilities available. Mr. Lamano said he would not approach an equity partner until he was denied by his lending institutions. He said he would prefer to move forward on his own.

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Councilmember Freitag asked Mr. Lamano if he understood his concern; when asked why Mr. Lamano wanted the extension, the reason was to find the equity partner. Tonight, Mr. Lamano was telling the Council a different reason for why he requested the extension in the first place.

Mr. Lamano said since April, a financial institution had indicated that he had enough equity to justify standing alone. He said if he could get that through the process, that would be his preference. Mr. Lamano said before this the financial institution had indicated that he would need an equity partner. He said all he could do was pursue those leads. Mr. Lamano said he didn't want to do that until he had another situation taken care, which the Mayor mentioned earlier.

Councilmember Freitag said he agreed that there was a big economic downturn in 2007, 2008 and 2009, but since that time the Council had seen multiple apartment projects that were well funded, approved and built within the City. He said the Council had recently passed a resolution indicating that the City needed to look at the housing stock going forward, because the majority of the Council felt as though the City had plenty of supply on that side. Councilmember Freitag said in cooperation with the Planning Commission, for the past two years, the Council had been looking at the ordinances and making adjustments. He said in order to give the new Council and Mayor time to review all of the information that had been studied over the past two years, a resolution was passed to allow time for additional study to make sure that going forward the percentages of housing stocks was appropriate. Councilmember Freitag said while Mr. Lamano suffered the consequences of a downturn in 2009, in his opinion that had not been the case the entire time from then until the resolution was passed. He said since the resolution had been passed, it gave the Council the opportunity to look at everything that was not already going and decide if it should be part what was being studied, or should it be approved. Councilmember Freitag said he thought he heard the Mayor say that the size of this project fit into the concerned area of the Council. He said if this wasn't approved for an extension, in his opinion there were two very valid reasons: 1) the financing was a possibility before; and 2) that this now fell under the study of multi-family projects.

Gary Crane said this project was already entitled; it would not fall under the category of multi-family dwellings that the City could say no to. Gary said if the extension was denied, Mr. Lamano would have preliminary approval and would need to get a new final approval. He said the reasons for denying final approval were much different from denying a zone change. Gary said the difference between preliminary and final approval came down to site plan issues, rather than whether or not the use was appropriate at this location. He said this project would add to the total numbers being studied, but as far as being able to say no to this project, that was not an option.

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Mayor Stevenson said he thought everyone understood that. He said from his point of view, he was not sure there had been a true attempt to try and make the project happen. Mayor Stevenson asked Mr. Lamano if he could look at the Council and tell them that the project would be started in the next 12 months.

Mr. Lamano said he would not make that kind of statement to the Council, but he could tell the Council that since 2009 he had worked diligently to find financing for the project. He said it was a little frustrating when he had spent so much time and so much money to get this project off the ground, and spent time with City Staff, and then all of a sudden to hear comments that it could be tabled for lack of financing when that arena was finally coming through. Mr. Lamano said this wasn't a big project like some that had been dumped in Layton City; this was a privately owned business with limited capital to work with.

Mayor Stevenson said he had asked Mr. Lamano if he could have this project going in 12 month, and Mr. Lamano stated that, "I'm not going to tell you that would happen." He said next year at this time, Mr. Lamano would have to come back to the Council and request another one-year extension. Mayor Stevenson said because Mr. Lamano would only have to go through the final process again if the extension was denied, if Mr. Lamano was not ready to move forward, he felt that the extension should be denied. He said the economy had continued to grow since 2009 and these types of projects were very feasible, and if Mr. Lamano wasn't ready to do the project, was incapable of doing the project, or whatever the reason was right now, his feeling was that the City should not grant the extension and when Mr. Lamano was ready he could come back in and go through the final process again.

Mr. Lamano said that would cost him more money. He said the Council didn't know what had been going on behind the scenes in contacting financial institutions. Mr. Lamano said he would like to move forward with the project. He said if he had to come back to the Council in a year from now, he would do that, but he would bring everything he had to show the Council his efforts in moving forward. Mr. Lamano said he would diligently pursue the local bank that wanted to work with him on the project. He said he was concerned that this would fall under the moratorium on apartments if it was denied.

Mayor Stevenson said, as the City Attorney stated, the location of this project did not fall under the moratorium.

Councilmember Petro said this project had received more than one extension already; this was the third extension.

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Mr. Lamano said yes, but in 2009 banks were not loaning money.

Councilmember Petro said rather than take action tonight, if the Council tabled this for another month, could Mr. Lamano show the Council activity that he was seeking financing and that it was moving forward.

Mr. Lamano said he didn't know if he would have financing in place, but he had three places he was pursuing financing from. He said he would be glad to come back in a month.

Councilmember Petro asked if that was a possibility.

Gary said the possibilities were to vote it up, vote it down or a motion to table or continue the item was appropriate.

Councilmember Freitag asked Gary if the extension had to be for one year.

Gary said no, the Council could make it for less than a year.

Councilmember Brown said Peter mentioned that this was a better project now than what was first considered. She said she didn't want to go backwards from what the current project would be.

Councilmember Petro said she would like to see proof of funds from Mr. Lamano.

Councilmember Francis called for a question.

Mr. Lamano asked what the process would be if this was tabled.

Mayor Stevenson said bottom line, if Mr. Lamano wasn't realistically going to do this project for two years, he could bring it back to the Council and not go through the entire process, only the final phase.

There was discussion about the current phasing approval on the project and whether that would stay in place.

Gary said Councilmember Francis had called for a question, which meant that a motion had been called for and discussion should be concluded.

Councilmember Brown suggested a three month extension, which would allow time for Mr. Lamano to show

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that he had financing in place. She said she would rather do that than table this and have to deal with it again in another month. Councilmember Brown said if there wasn't any progress in three months, the extension could be denied at that time.

Mr. Lamano asked again, for clarification, if this was denied could he come back with the same plat for approval.

Councilmember Freitag said the question had been called and the Council needed to move forward with a motion and vote.

MOTION: Councilmember Brown moved to extend the final approval extension to October 16, 2014, to give the applicant time to show that he was pursuing financing. Councilmember Petro seconded the motion. Councilmembers Day, Brown and Petro voted yea, Councilmembers Francis and Freitag voted nay. The motion carried.

PUBLIC HEARINGS:

AMENDMENT TO TITLE 19, CHAPTER 19.21 – TEMPORARY AND SEASONAL USES – ORDINANCE 14-15

Peter Matson said Ordinance 14-15 was a proposed zoning ordinance amendment to Title 19, Chapter 21, relative to temporary and seasonal uses. He said the amendments primarily had to do with the size of various temporary use businesses.

Peter said the City received a request from a business owner to change the allowable dimensions for a snow shack type business. He said together with that the Staff and Planning Commission had worked on text amendments. Peter said this section of the zoning ordinance addressed street vendors, tent vendors, snow shacks, single-event and seasonal outdoor vendors. He said language was added to address signage in clear view areas for these uses.

Peter said street vendors were being proposed to be allowed in the C-H and CP-3 zoning districts with some guidelines; they were presently only allowed in the MU and MU-TOD zones. He said it was also proposed that businesses under the street vendor regulations not be allowed to occupy more than 15% of the parking stalls where the business had been approved. Peter said street vendor carts or facilities could not be self-propelled and regulations were added to indicate that they had to be attended. He said those located in the

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MU and MU-TOD zones would be operated out of carts, allow a footprint no larger than 100 square feet and that in the MU and MU-TOD zones no tables or chairs would be allowed.

Peter said vendor trailers would not be larger than 160 square feet. He said snow shack facilities could occupy areas no larger than 160 square feet, and they would also be allowed in the MU-TOD zone but could occupy no more than 100 square feet and could not be conducted out of a trailer in the MU-TOD zone.

Peter said there were some clarifications on fireworks stands, which were primarily regulated by the Fire Department. He said the Planning Commission recommended that parking for tent vendors be provided off-street and on an improved surface, which would include produce stands in the commercial, mixed used and agricultural zones. Peter said there was discussion in the earlier work meeting about this and Staff would be having conversations with specific sites about this issue. He said the Planning Commission recommended approval and Staff would support that recommendation; however, Staff would recommend that the provision in 19.21.050 (2) for off-street parking on improved surfaces for tent vendors and snow shacks not be included in the code amendment.

Councilmember Day said he needed to disclose that he had an interest in a produce stand.

Councilmember Brown said in 19.21.050 (1) it stated, "Businesses under this section may not occupy more than 15% of parking stalls on the lot where the business has been approved." She said that indicated that they would need parking stalls. Councilmember Brown said 19.21.050 (2) stated, "Parking for these businesses shall be provided off-street and on an improved surface."

Peter said the issue that seemed to be problematic was that in those instances where they were not located in a parking lot, the improvements would need to be added so that there would be off-street parking available.

Councilmember Brown said she had a citizen mention that one of the snow shacks had tables and those tables stated that they were for sale. She said it seemed that they were trying to get two businesses out of one business license; did that seem quite right.

Peter said Shannon Hanson, the new Code Compliance Officer, had made contact with the individual that was selling the tables, which was separate from the snow shack vendor, and had asked them to figure out a location where they could operate as a temporary seasonal use, or take the signs off the tables.

Mayor Stevenson said relative to the parking issue that was discussed in the earlier meeting, did the Council

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need to pull out part of the ordinance amendment in order to pass it.

Peter said that would be Staff's recommendation; striking (2).

Mayor Stevenson said that would be 19.21.050 (2).

Peter said yes.

Councilmember Brown said that could be done in the motion if the Council chose to approve the ordinance.

Councilmember Freitag said the fireworks section, 19.21.070 (3) (b) added; "Firework retailers shall generally adhere to all requirements of the Layton City Municipal Code," and (c) referenced 50 feet and 100 feet, which was different than what was in the fire section, 9.64. He said he would recommend that (b) be included but strike (c), and leave (e) because that was not dealt with exactly as it pertained to the business license and detailed drawing – that detail was not in the fire section. Councilmember Freitag said he wouldn't want to approve something that was different than the fire section of the Code because there could be conflicting ordinances. He said he thought the Council needed to address fireworks at a later date, because it didn't separate storage versus sales. Councilmember Freitag said he thought the storage of fireworks should be reviewed because it wasn't regulated at all. Sometimes the storage was much more dangerous than the actual sales because it was unoccupied most of the time. He said it was also limited to gas pumping stations and he would like to look at all flammable liquid or combustible material as it pertained to the distance, and address what may be around the storage. Councilmember Freitag said he had noticed that a lot of the fireworks stands were in vacant commercial fields, but there was a lot of dry material around them. He said he would suggest that the Council strike the new (c), leave (d) and (e), and in a future meeting address the fireworks section of the Code.

Peter asked if he would leave the 100 feet that was struck, or put that back in.

Councilmember Freitag said he would take out everything in (c) and just refer to the Municipal Code, fireworks section.

Peter said that was a discussion they had had with the Fire Marshall; wondering if they were to the point that referring to that Code section would be the best way to go because those could change more often than this particular code was being addressed. He said he thought he had all of Councilmember Freitag's recommendations.

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Councilmember Freitag said leave (b), strike (c), renumber (d) to (c) and renumber (e) to (d).

Mayor Stevenson opened the meeting for public input.

Bob Strong said he was the Director of Franchise Development for the Hokulia Hawaiian Shaved Ice concept. He said their offices were located in Layton at 872 West Heritage Park Blvd. Mr. Strong said they were excited to have one of their franchises open in Layton. He said they had a couple of things they would like to discuss. Mr. Strong said their trailer was a bit larger than what was originally set forth in the ordinance. He said they had designed the trailers to easily be put into communities all over the United States; currently they were in California, Nevada, Utah, Idaho, Montana, Nebraska, Georgia and Alaska. Mr. Strong said the standard in most communities was their current trailer size, which allowed space for all the things required to be in the high tech trailer. He said restricting the size would make it not allowable in a lot of different situations, and frankly they didn't see any harm in the current size.

Mayor Stevenson asked what the size of the trailer was.

Mr. Strong said it was 8 ½ feet by 14 feet, which didn't include the tongue length.

Mayor Stevenson said that was about 120 square feet, which was less than the recommended maximum.

Mr. Strong said they had also made their locations very attractive. He mentioned their location on Gentile Street and showed the Council pictures of proposed tables and chairs they would like to use at this location. Mr. Strong said they would like to put three or four of these tables at this location. He said they greatly impacted businesses around them with additional exposure and customers.

Mr. Strong showed pictures of some of their other locations.

Councilmember Petro asked Mr. Strong why he didn't start out with these tables; was there a problem with the Code.

Peter said the present Code would not allow anything beyond a single table. He said the trailer size was also a problem before the proposed changes.

Councilmember Brown said with the proposed changes they could have multiple tables and the size of the

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trailer would be acceptable.

Peter said that was correct.

Bret Fessler said he had a snow shack on Main Street called Mr. B's. He said he had some issues that were being addressed. Mr. Fessler said he couldn't understand why the seating was limited to five seats or one picnic table. He asked if there would be a limit on the number of tables.

Peter said the only limitation would be in the MU and MU-TOD zones, which were the downtown core areas; Main Street and Gentile Street. He said the Planning Commission felt that it would be good to have some flexibility to allow the uses there but have some restrictions. Peter said the limitations would go away with the proposed ordinance amendments in the typical retail zones along other areas of Main Street.

Mr. Fessler said the other issue he had was with signage. He said he couldn't have any signs while the business across the street from him had eight flags on Main Street. Mr. Fessler said he couldn't have any sign unless it was against his building.

Peter said that was covered under the sign ordinance section of the City Code, under temporary signage. He said Staff had a proposed draft amendment to that section of the Code that addressed those types of things based on input from the business community. Peter said Staff hoped to have those proposed amendments reviewed by the Council in the next couple of months.

Mr. Fessler said he didn't understand why Layton City didn't match up with Davis County for the open dates on seasonal shaved ice stands. He said Layton City shortened the season by 60 days. Mr. Fessler said he didn't understand why he couldn't sell snow cones on Christmas if he wanted to, but at least the dates should match up with Davis County dates.

Mayor Stevenson said Mr. Fessler could sell snow cones on Christmas, but he would have to be in a permanent location. He said some of the proposed changes would hopefully help.

Cale Ward said he was representing Rainbow Snow. He said the stand had been at its current location for approximately 15 years. Mr. Ward said they recently had a lot of problems with Code Enforcement relative to signage. He said he had been told several times that they did not get to enjoy the same privileges as brick and mortar businesses relative to banners and A-frame signs. Mr. Ward said they were told that they couldn't put their table on the grass, and they couldn't put anything in the landscape area.

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MOTION: Councilmember Freitag moved to close the public hearing and approve the amendments to Title 19 regarding temporary and seasonal uses, Ordinance 14-15 with the following changes: 1) in 19.21.050 striking the new number (2) and renumbering the rest of those subsections appropriately; and 2) in 19.21.070 striking the new subsection (c) and renumber the other two sections appropriately. Councilmember Brown seconded the motion, which passed unanimously.

The meeting adjourned at 9:27 p.m.

Thieda Wellman, City Recorder

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MINUTES OF LAYTON CITY COUNCIL WORK MEETING

AUGUST 21, 2014; 5:50 P.M.

MAYOR AND COUNCILMEMBERS

PRESENT:

**MAYOR BOB STEVENSON, JOYCE BROWN,
TOM DAY, JORY FRANCIS, SCOTT FREITAG
AND JOY PETRO**

STAFF PRESENT:

**ALEX JENSEN, GARY CRANE, BILL WRIGHT,
KENT ANDERSEN AND THIEDA WELLMAN**

The meeting was held in the Council Conference Room of the Layton City Center.

Mayor Stevenson opened the meeting and turned the time over to Staff.

AGENDA:

PRESENTATION – PEOPLE HELPING PEOPLE

Taumi Donovan, Program Manager for Davis/Weber Counties People Helping People, gave a brief personal history and presented information about the services provided by People Helping People, specifically with helping single mothers gain employment.

Mayor Stevenson said in the information packet it indicated that in 2013, 1,000 people were helped, and 95% were employed full time. He asked what the pool was for that information.

Ms. Donovan said she didn't have that specific data, but most of the recipients were single mothers that had been working in the fast food industry that were able to find other employment.

Mayor Stevenson asked how people would learn about this program.

Ms. Donovan said through word of mouth from the City officials.

Mayor Stevenson asked how they raised money.

Ms. Donovan said most of their funding came from private funding through grants.

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Mayor Stevenson asked Ms. Donovan what she would like to see Layton City do.

Ms. Donovan said helping pass out information and helping to recruit volunteers to assist clients. She said they were also trying to build more employment partners.

Mayor Stevenson asked Alex Jensen, City Manager, where information about employment opportunities in the City was sent.

Alex said the City mostly worked through Work Force Services.

Ms. Donovan said a lot of their clients had come from domestic violence situations.

Alex said there could maybe be a great partnership with the City's Victims Advocate, Karen Arroyo, since she dealt with so many women coming out of domestic violence situations. He said Karen could communicate this information and possibly help some of those individuals.

Gary Crane, City Attorney, said he would pass the information on to Karen.

Councilmember Brown asked if a link could be put on the City's website linking to the People Helping People website.

Alex said that could certainly be done. He suggested that Ms. Donovan work with the Chamber of Commerce in getting information to their members relative to the employment pool that could come from this program.

Mayor Stevenson thanked Ms. Donovan for her time and service.

LAND DONATION AGREEMENT, QUIT-CLAIM DEED, AND DEED OF EASEMENT WITH WAYNE BELLEAU AND TETON INVESTMENT HOLDINGS, LP N/K/A TETON INVESTMENT HOLDINGS, LLC, FOR THE CONSTRUCTION OF A PUBLIC RIGHT-OF-WAY AND A PUBLIC UTILITY EASEMENT – APPROXIMATELY 2250 NORTH 1300 WEST – RESOLUTION 14-59

Gary Crane said the City had plans for a frontage road that would run along the I-15 interchange at Antelope Drive. He said part of that required a dedication of property from the abutting property owner.

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Gary said the property owner would benefit by having the road because it would open their property up for development. He said the City was working in conjunction with the property owner to receive the property necessary for the road, and then the City would put in the improvements. Gary said this was conveyance of the property and the easements necessary for the road. He said the road would be a 32-foot right of way with curb and gutter on each side.

Councilmember Brown said if she remembered, this would be a one-way road.

Gary said that was correct.

Council and Staff discussed access off of Antelope Drive onto the frontage road.

CLOSED DOOR:

MOTION: Councilmember Brown moved to close the meeting at 6:06 p.m. to discuss the purchase, exchange or lease of real property, including any form of a water right or water shares. Councilmember Day seconded the motion, which passed unanimously.

MOTION: Councilmember Freitag moved to open the meeting at 6:26 p.m. Councilmember Francis seconded the motion, which passed unanimously.

MISCELLANEOUS:

Council and Staff briefly discussed First Digital relative to UTOPIA.

Mayor Stevenson gave a brief update on the status of the Macquarie deal. He indicated that there would be a ballot question to the public, but it would not be on the November ballot.

Gary explained the Lt. Governor's opinion relative to an opinion question on the November ballot.

Council and Staff discussed the logistics of sending a separate ballot.

Mayor Stevenson indicated that a manned crosswalk would be installed on Gentile Street at 3500 West to accommodate children accessing the school.

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Mayor Stevenson said children would be moved to the south side of the street to access E G King Elementary.

Mayor Stevenson said relative to Councilmember Freitag's question a couple of weeks ago, construction of the North Davis Sewer District lines on Antelope Drive was completed on the west portion, but they would be doing a small section between Hill Field Road and Woodland Park Blvd.

Council and Staff discussed the median on Hill Field Road by the charter school. They discussed parking issues at Ellison Park and possibly installing netting along Hill Field Road to keep soccer balls from going onto Hill Field Road.

Mayor Stevenson said there had been questions about speed along Gentile Street near J and J Nursery. He said J and J would be expanding their parking area.

Mayor Stevenson said they met with the County and Wasatch Integrated Waste Management about repairs to the road that accessed the landfill. He said they were also considering an alternate route through some Wasatch Integrated property.

Alex indicated that the City had hired a new Planner, Chad Thomas, to replace Andrew King. He said Andrew took a job with Sandy City.

Mrs. Smith said she had a plan for their area that they would like the Council to look at. She said they were sending the plan to UDOT for their consideration.

The meeting adjourned at 6:51 p.m.

Thieda Wellman, City Recorder

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SWORN STATEMENT

The undersigned hereby swears and affirms, pursuant to Section 52-4-205(1) of the Utah Code Annotated, that the sole purpose for the closed meeting of the Layton City Council on the **21st day of August, 2014**, was to discuss the purchase, exchange or lease of real property, including any form of a water right or water shares.

Dated this 18th day of September, 2014.

ATTEST:

ROBERT J STEVENSON, Mayor

THIEDA WELLMAN, City Recorder

D R A F T

**MINUTES OF LAYTON CITY
COUNCIL MEETING**

AUGUST 21, 2014; 7:00 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT:**

**MAYOR BOB STEVENSON, JOYCE BROWN,
TOM DAY, JORY FRANCIS, SCOTT FREITAG
AND JOY PETRO**

STAFF PRESENT:

**ALEX JENSEN, GARY CRANE, BILL WRIGHT,
KENT ANDERSEN AND THIEDA WELLMAN**

The meeting was held in the Council Chambers of the Layton City Center.

Mayor Stevenson opened the meeting and led the Pledge of Allegiance. Stan Brown gave the invocation. Scouts and students were welcomed.

MINUTES:

MOTION: Councilmember Freitag moved and Councilmember Brown seconded to approve the minutes of:

**Layton City Council Special Meeting – July 16, 2014;
Layton City Council Work Meeting – August 7, 2014; and
Layton City Council Meeting – August 7, 2014.**

The vote was unanimous to approve the minutes as written.

MUNICIPAL EVENT ANNOUNCEMENTS:

Councilmember Brown said the Parks and Recreation “Go and Play” program would be wrapping up with an end of summer bash on September 6th at Surf ‘n Swim. She said children that had received 6 or more “Go” tags could get in free. Councilmember Brown said there would be card board boat races and other fun activities.

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CONSENT AGENDA:

ALCOHOL BEVERAGE MANUFACTURING LICENSE AND PACKAGE AGENCY LICENSE – DARIN JAMES CELLARS LLC DBA DIONYSIAN CELLARS – 1558 WEST HILL FIELD ROAD, SUITE 2

Kent Andersen, Economic Development Manager, said the applicant, Darin James Evans doing business as Dionysian Cellars, was requesting an alcohol beverage manufacturing license and package agency license for the operation of a winery. Kent said Staff had verified the location criteria and the criminal background check on Darrin James Evans had been approved by the Police Department. He said Staff recommended approval.

Councilmember Brown asked about the tasting room; was there a limit on the amount of wine a person could drink.

Kent said the samples would be 1 ounce pours and there was a requirement for food to be served.

OFF-PREMISE BEER RETAILER LICENSE – ANOOSHA BROTHER INC. DBA KWICK STOP – 2601 NORTH HILL FIELD ROAD

Kent Andersen said this was an off-premise beer retailer license request from Mohammad Khan, owner of Anoosha Brother Inc., doing business as the Kwick Stop. He said the business was undergoing an ownership management change, which required a new license. Kent said the location met location criteria and background checks had been approved by the Police Department. He said Staff recommended approval.

LAND DONATION AGREEMENT, QUIT-CLAIM DEED, AND DEED OF EASEMENT WITH WAYNE BELLEAU AND TETON INVESTMENT HOLDINGS, LP N/K/A TETON INVESTMENT HOLDINGS, LLC, FOR THE CONSTRUCTION OF A PUBLIC RIGHT-OF-WAY AND A PUBLIC UTILITY EASEMENT – APPROXIMATELY 2250 NORTH 1300 WEST – RESOLUTION 14-59

Gary Crane, City Attorney, said Resolution 14-59 would adopt and approve a land donation agreement, a quit-claim deed and a deed of easement between the City, Wayne Belleau and Teton Investment Holdings, LLC. He said the City was in the process of constructing a frontage road that would run from Antelope Drive north to 2250 North. Gary said part of the road would be dedicated by the property owners that would be

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benefitted by the road. He said the road would be a 32-foot right-of-way, would be one directional and would have curb and gutter on each side of the road. He said Staff recommended approval.

MOTION: Councilmember Brown moved to approve the Consent Agenda as presented. Councilmember Francis seconded the motion, which passed unanimously.

Mayor Stevenson invited everyone to listen to the concert in the park this evening.

The meeting adjourned at 7:08 p.m.

Thieda Wellman, City Recorder

D R A F T

**MINUTES OF LAYTON CITY
COUNCIL MEETING**

SEPTEMBER 4, 2014; 7:00 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT:**

**MAYOR BOB STEVENSON, JOYCE BROWN,
TOM DAY, JORY FRANCIS, SCOTT FREITAG
AND JOY PETRO**

STAFF PRESENT:

**ALEX JENSEN, GARY CRANE, KENT
ANDERSEN, KEM WEAVER, TORI CAMPBELL
AND THIEDA WELLMAN**

The meeting was held in the Council Chambers of the Layton City Center.

Mayor Stevenson opened the meeting and led the Pledge of Allegiance. Kem Weaver gave the invocation. Scouts and students were welcomed.

MINUTES:

MOTION: Councilmember Brown moved and Councilmember Freitag seconded to approve the minutes of:

Layton City Council Joint Planning Commission Work Meeting – July 17, 2014

The vote was unanimous to approve the minutes as written.

MUNICIPAL EVENT ANNOUNCEMENTS:

Councilmember Brown said this Saturday, September 6th, from 7:00 p.m. to 10:00 p.m. would be the Family Recreation program activity, which was being combined with the Go and Play program. She said those that had earned six tags from the Go and Play program would be able to get into Surf 'n Swim for free. Councilmember Brown said anyone that had created a cardboard boat would also get free entrance; admission for anyone else would be \$1, which was a great price to get into Surf 'n Swim for the evening.

D R A F T

CITIZEN COMMENTS:

Leah Hess, 1083 North 2025 West, indicated that she could not find any information about the boat race. She said she had looked on the City's website and had called Surf 'n Swim, but they could not give her any information.

Councilmember Freitag indicated that it was currently on the City's website.

Ms. Hess expressed concerns that there were no street lights on the corner of Gordon Avenue and 2025 West, and 2025 West had no street lights and was very dark. She indicated that she was paying a street light fee on her utility bill and would like to request a street light be placed on the corner of Gordon Avenue and 2025 West, and possibly a few on 2025 West.

Mayor Stevenson stated that he would see what could be done.

CONSENT AGENDA:

FINAL PLAT APPROVAL – CRIMSON CORNERS SUBDIVISION, PHASE 5 – APPROXIMATELY 275 NORTH 3650 WEST

Kem Weaver, City Planner, indicated that this was final plat approval for Crimson Corners Subdivision, Phase 5, which was the final phase of the subdivision. He said the final plat consisted of 15 lot-averaged single family residential lots in the R-S zone. Kem said this phase contained 6.1 acres, which was a density of 2.42 units per acre. He said the Planning Commission recommended approval and Staff supported that recommendation.

MOTION: Councilmember Day moved to approve the Consent Agenda as presented. Councilmember Freitag seconded the motion, which passed unanimously.

The meeting adjourned at 7:11 p.m.

Thieda Wellman, City Recorder

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 4.A.

Subject:

Presentation - Youth Court Graduation and Swearing In

Background:

The Youth Court has asked for time on the agenda to recognize those who have graduated and to swear in the new members.

Alternatives:

N/A

Recommendation:

N/A

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.A.

Subject:

Amend Title 8, Chapters 8.01 through 8.06 Inclusive of the Layton Municipal Code Enabling a Community Cat Program - Ordinance 14-19

Background:

Ordinance 14-19 amends provisions within the City's current regulatory scheme and provides new sections to accommodate Davis County Animal Care and Control's request that the City participate in a community cat program. This request was made at a previous Council meeting at which time this program was outlined for the Council.

Ordinance 14-19 adds the necessary definitions, amends the "at large" provisions, and adds a new section 8.03.130, addressing the program. Section 8.03.130 authorizes the implementation of the program and requires the County to keep sufficient records to ensure the cats are kept up to date with rabies vaccinations and to identify those cats that become nuisance animals.

The proposed amendment also includes grammatical and stylistic changes.

Alternatives:

Alternatives are to 1) Adopt Ordinance 14-19 amending Title 8, Chapters 8.01 through 8.06 inclusive of the Layton Municipal Code enabling a community cat program; 2) Adopt Ordinance 14-19 with any amendments the Council deems appropriate; or 3) Not adopt Ordinance 14-19 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Ordinance 14-19 amending Title 8, Chapters 8.01 through 8.06 inclusive of the Layton Municipal Code enabling a community cat program.

ORDINANCE 14-19

AN ORDINANCE AMENDING TITLE 8, CHAPTERS 8.01 THROUGH 8.06 INCLUSIVE, OF THE LAYTON MUNICIPAL CODE; PROVIDING FOR ADDITIONAL DEFINITIONS AND PROVISIONS TO ENABLE A COMMUNITY CAT PROGRAM; AMENDING PROVISIONS FOR CONSISTENCY WITH SAID PROGRAM; MAKING OTHER GRAMMATICAL AND STYLISTIC CHANGES; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Davis County Animal Care and Control has requested Layton City's participation in the County's community cat program; and

WHEREAS, based on the County's representations regarding the operation of the program, particularly the continuing rabies control and nuisance animal enforcement, the City desires to participate in this program; and

WHEREAS, upon the Council's evaluation of the proposal and the results of similar programs in other communities, the Council has determined that facilitating this program is in the best interest of the citizenry; and

WHEREAS, in order to participate in this program it is necessary to amend the City's ordinance to authorize these activities; and

WHEREAS, this ordinance creates the necessary authorization and contains the amendments that will facilitate this community cat program.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF LAYTON, UTAH:

SECTION I: Repealer. If any provisions of the City's Code previously adopted are inconsistent herewith they are hereby repealed.

SECTION II: Enactment. Title 8, Chapter 8.01 through Chapter 8.06 shall be amended to read as follows:

. . .

8.01.010. Definitions.

The terms used in this Title shall have the respective meanings set forth in this Chapter.

(1) "Animal" shall mean any and all types of livestock, dogs and cats, and all other subhuman creatures, both domestic and wild, male and female, singular and plural.

(2) "Animal boarding establishment" shall mean any establishment that takes in animals and boards them for profit.

(3) "Animal Control Agent" shall mean all persons designated as Animal Control Officers by the Animal Control Department and all peace officers certified by the state of Utah.

(4) "Animal Control Director" shall mean the person appointed for the purpose of supervising the operation of the Animal Control Department.

(5) "Animal grooming parlor" shall mean any establishment maintained for the purpose of offering cosmetological services for animals for profit.

(6) "Animal shelter" shall mean any facility owned and operated by a governmental entity or any animal welfare organization which is incorporated within the state of Utah for the purpose of preventing cruelty to animals and used for the care and custody of seized, stray, homeless, quarantined, abandoned, or unwanted dogs, cats, or other small domestic animals.

(7) "Animals at large" means that an animal shall be considered to be "at large" when it is off the owner's property and not under immediate control by means of a durable restraint device, capable of keeping the animal restrained.

- (8) **"Bite"** shall mean any actual puncture, tear, abrasion of the skin, or impairment of physical condition, inflicted by the teeth of an animal.
- (9) **"Cat"** shall mean any age feline of the domesticated types.
- (10) **"Cattery"** shall mean an establishment for boarding, breeding, buying, grooming, or selling cats for profit.
- (11) **"City"** shall mean Layton City, Utah.
- (12) **"Community cat"** means a feral or free-roaming cat that is without visibly discernable or microchip owner identification of any kind, and has been sterilized, vaccinated, and ear-tipped.
- (13) **"Community cat caretaker"** means any person other than an owner who provides food, water, or shelter to a community cat or community cat colony.
- (14) **"Community cat colony"** means a group of cats that congregate together. Although not every cat in a colony may be a community cat, any cats owned by individuals that congregate with a colony are considered part of it.
- (15) **"Community cat program"** means a program pursuant to which feral cats are sterilized, vaccinated against rabies, ear-tipped, and returned to the location where they congregate.
- (126) **"Dangerous Animal"** shall mean any animal that, according to the records of the Davis County Animal Control Department, or County agency, or City officer or employee:
- (a) Has inflicted substantial bodily injury on a human being with or without provocation on public or private property;
- (b) Has killed a domestic animal with or without provocation while off the owner's property;
- (c) Has previously been found to be "Potentially Dangerous", the owner having received notice of such, and it is witnessed and documented that the animal aggressively bites, attacks, or endangers the safety of humans or domestic animals; or
- (d) The animal is found to be in violation of any of the restrictions placed upon the animal by the Animal Control Department or by the City, pertaining to a potentially dangerous animal, as designated in this ordinance.
- (137) **"Dog"** shall mean any Canis Familiaris over four (4) months of age. Any Canis Familiaris under the age of four (4) months is a puppy.
- (148) **"Domesticated animals"** shall mean animals accustomed to living in or about the habitation of man, including but not limited to, cats, dogs, fowls, horses, swine, goats, sheep, mules, donkeys, and cattle.
- (19) **"Ear-tipping"** means removing approximately a quarter-inch off the tip of a cat's left ear while the cat is anesthetized for sterilization.
- (20) **"Feral"** means an animal that is normally domesticated but has reverted to the wild.
- (1521) **"Fowl"** shall have its commonly accepted meaning.
- (1622) **"Guard dog"** shall mean a working dog which must be kept in a fenced run or other suitable enclosure during business hours, or on a leash or under absolute control while working, so that it cannot come into contact with the public.
- (1723) **"Kennel"** shall mean land or buildings used in the keeping of three (3) or more dogs, four (4) months or older.
- (1824) **"Livestock"** shall mean any normally domesticated animal that is not a cat or dog, such as; cattle, sheep, goats, mules, burros, swine, horses, geese, ducks, turkeys, etc.
- (1925) **"Pet"** shall mean a domesticated animal kept for pleasure rather than utility, including but not limited to, birds, cats, dogs, fish, hamsters, mice, and other animals associated with man's environment.
- (2026) **"Pet shop"** shall mean any establishment containing cages or exhibition pens, not part of the kennel or cattery, wherein dogs, cats, birds, or other pets for sale are kept or displayed.
- (2127) **"Potentially dangerous animal"** shall mean any animal that with or without provocation chases or approaches a person upon the streets, sidewalks, or any public grounds in a threatening or menacing fashion, or apparent attitude of attack, or any animal with a known propensity, tendency, or disposition to attack with or without provocation. In addition a potentially dangerous animal is any animal that because of witnessed and documented action is believed capable of causing injury, or otherwise posing a threat to the safety of humans or domestic animals.

(2228) "**Quarantine**" shall mean the isolation of an animal in a substantial enclosure so that the animal is not subject to contact with other animals or unauthorized persons.

(2329) "**Restraint device**" shall mean any chain, leash, cord, rope, or other device commonly used to restrain an animal.

(2430) "**Riding school or stable**" shall mean an establishment, which offers boarding and/or riding instruction of any horse, pony, donkey, mule, or burro or which offers such animals for hire.

(2531) "**Serious bodily injury**" shall mean bodily injury that creates or causes serious permanent disfigurement, protracted loss or impairment of the function of any bodily member or organ, or creates a substantial risk of death.

(2632) "**Substantial bodily injury**" shall mean bodily injury, not amounting to serious bodily injury, that creates or causes protracted physical pain, temporary disfigurement, or temporary loss or impairment of the function of any bodily member or organ.

(2733) "**Vicious animal**" shall mean any animal, which has:

(a) Inflicted serious bodily injury on a human being with or without provocation on public or private property;

(b) Has killed a domestic animal with or without provocation while off the owner's property; or

(c) Has been previously found to be dangerous, the owner having received notice of such and the animal again bites, attacks, or endangers the safety of humans or domestic animals, or it is witnessed and documented that the animal is in violation of restrictions placed upon it as a potentially dangerous or dangerous animal pursuant to Sections 8.04.050 and 8.04.060 of this ordinance.

(2834) "**Wild animal**" shall mean any animal which is not commonly domesticated, or which is of a wild or predatory nature, or any animal which, because of its size, growth propensity, vicious nature, or other characteristics, would constitute an unreasonable danger to human life, health, or property if not kept, maintained, or confined in a safe and secure manner. Those animals, however domesticated, shall include but are not limited to:

(a) Alligators, crocodiles, Caiman;

(b) Bears (ursidae): All bears including grizzly bears, brown bears, and black bears;

(c) Cat family (felidae): All except the commonly accepted domesticated cats; including cheetahs, cougars, leopards, lions, lynx, panthers, mountain lions, tigers, and wildcats;

(d) Dog family (canidae): All, except domesticated dogs, and including wolf, fox, coyote, and wild dingo. Any dog cross bred with a wild animal as described above shall be considered to be a wild animal;

(e) Porcupine;

(f) Primates (All subhuman primates);

(g) Raccoon (All varieties);

(h) Skunks;

(i) Venomous snakes or lizards; and

(j) Weasels (All, weasels, martins, wolverines, ferrets, badgers, otters, ermine, mink, and mongoose, except that the possession of mink shall not be prohibited when raised commercially for their pelts, in or upon a properly constructed legally operated ranch.)

8.02.030. **Interfering with officers prohibited.**

It is unlawful for any person to knowingly and intentionally interfere with the Animal Control Director or any Animal Control Agent in the lawful discharge of ~~his~~their duties as prescribed in this ordinance.

Chapter 8.03. LICENSING AND REGULATORY PERMITS

8.03.010. **Licensing and registration of dogs.**

8.03.020. **Exemptions for licensing.**

8.03.030. **Tag and collar required.**

8.03.040. **Removal of tag unlawful.**

- 8.03.050. **Kennel license.**
- 8.03.060. **Number of dogs per residence.**
- 8.03.070. **Regulatory permits.**
- 8.03.080. **Display of permit.**
- 8.03.090. **Renewal of permit.**
- 8.03.100. **Exemptions.**
- 8.03.110. **Inspections.**
- 8.03.120. **Suspension or revocation of permit.**
- 8.03.130. **Community/Feral cats.**

...

8.03.060. Number of cats or dogs per residence.

No person or persons at any one residence within the jurisdiction of this ordinance shall at any one time own, harbor, license, or maintain more than two (2) cats or dogs in any combination, except as otherwise provided in this Chapter. An additional aid dog or retired aid dog may be allowed pursuant to Section 19.06.070.

...

8.03.090. Renewal of permit.

Any permit issued pursuant to this ~~Section~~Chapter shall automatically expire one (1) year immediately following the date of issue. Within two (2) months prior to the date of expiration of the permit, the permittee shall apply for a renewal of the permit and pay the required fee. Any application made after the expiration date, except an application for a new establishment opening subsequent to that date, shall be accompanied by a late application fee in addition to the regular permit fee.

...

8.03.130. Community/Feral cats.

(1) The Animal Control Department is authorized to operate a community cat program within the City. In doing so, the Department shall establish procedures in which the cats can be identified to ensure current rabies vaccinations and for purposes of identifying community cats in determining whether any cat has become a nuisance animal.

(2) Any community cat that has been caught by private property owners on three (3) occasions, or has otherwise been involved in at least two (2) prior complaints, shall be considered a nuisance animal and shall be subject to the conditions of Chapter 8.04.

(3) Community cats are exempt from the "at large" proscription of Section 8.04.080 and the impoundment time requirements of Section 8.05.030.

...

8.04.020. Abatement of public nuisance animals.

When it reasonably appears to the City that any animal is a nuisance as defined in this Chapter, and that such nuisance should be abated, the City shall first attempt to obtain the written consent of the animal's owner to abate the animal. Abatement shall be defined to include either relocating or euthanizing the animal. If the animal owner's consent cannot be readily obtained, the City may file a complaint in the District Court charging the maintenance of a nuisance. The charge shall set forth the facts according to the best of the City's information and belief, indicating that the owner is maintaining a nuisance, and the nuisance should be abated. Until such time as the owner may be summoned to appear before the court, the animal(s) may be taken into impound by the Animal Control Department and held there pending a decision by the court. If the complaint is denied, a hearing will be set pursuant to the normal procedure of the court. If the court finds that the complaint of maintaining a nuisance has been proven by a preponderance of the evidence, the City will seek an order from the court setting out the method of abatement. Abatement by relocation shall not be an option, if the

animal represents a continuing threat of serious harm, such as in the case of a vicious dog. If relocation is ordered, the court may set whatever conditions are necessary to guarantee that the said animal shall not constitute a nuisance in the future.

In the event the court determines that the animal is a nuisance, the owner shall pay the cost of all impoundment fees, maintenance fees, or any other fee that may incur as a result of such impoundment.

...

8.04.080. Animals at large prohibited.

It shall be unlawful for the owner of, or person responsible for any animal, ~~as defined herein,~~ to be allowed said animal to run at large, regardless of whether done with simple negligence or otherwise.

...

8.05.030. Terms of impoundment, destruction, and disposal of animals.

(1) Animals shall be impounded for a minimum of three (3) calendar days before further disposition unless the animal is wearing a license tag or other identification, in which case it shall be held a minimum of five (5) calendar days. Reasonable effort shall be made to notify the owner of any animal wearing a license or other identification during that time. Notice shall be deemed given when sent to the last known address of the listed owner. Any animal voluntarily relinquished to the Animal Shelter by the owner thereof for destruction or other disposition need not be kept for the minimum holding period before release or other disposition as herein provided.

(2) All animals, except those quarantined or confined by court order, or those subject to Section 4-25-4, Utah Code (as amended), which are held longer than the minimum impound period, and all animals voluntarily relinquished to the impound facility, may be destroyed or disposed of as the Animal Control Director shall direct. Any healthy dog or cat may be sold in compliance with the Davis County Animal Control Adoption Policy after payment of all applicable fees. Other small animals, not included as livestock, may also be sold as determined by the Animal Control Director.

(3) Any licensed animal impounded and having or suspected of having serious physical injury or contagious disease requiring medical attention may, at the discretion of the Animal Control Director, be released to the care of a ~~V~~veterinarian with or without the consent of the owner.

(4) When, in the judgment of the Animal Control Director, it is determined that an animal should be destroyed for humane reasons or to protect the public from imminent danger to persons or property, such animal may be destroyed without regard to any time limitation otherwise established in this ordinance, and without court order.

(5) The Animal Control Director or any of his agents thereof may destroy an animal upon request of the owner without transporting the animal to County facilities. An appropriate fee shall be charged the owner for the destruction and any subsequent disposal of the carcass done by the Animal Control Department.

...

8.06.070. Duty to report bites.

(1) Any person having knowledge of any individual or animal having been bitten by an animal of a species subject to rabies shall report the incident immediately to the Animal Control Department.

(2) The owner of an animal that bites a person and any person bitten by an animal shall report the bite to the Animal Control Department within twenty-four (24) hours of the bite, regardless of whether or not the biting animal is of a species subject to rabies.

(3) A physician or other medical personnel who renders professional treatment to a person bitten by an animal, the bite of which might cause rabies, shall report ~~the fact that he has rendered professional treatment~~ to the Animal Control Department within twenty-four (24) hours of ~~his first professional attendance~~ treatment. ~~He shall report~~ The report shall include the name, sex, and address of the person bitten as well as the type and location of the bite, ~~and if known, if known, he shall give the name and address of the owner of the animal that inflicted the bite, and any other facts that may assist the Animal Control Department.~~

(4) Any person treating an animal bitten, injured, or mauled by another animal shall report the incident to the Animal Control Department. The report shall contain the name and address of the owner of the wounded, injured, or bitten animal, the name and address of the owner, and description of the animal, which caused the injury, and the location of the incident.

(5) Any person not conforming with the requirements of this Chapter shall be in violation of this ordinance.

SECTION III: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION IV: Effective Date. This ordinance shall be in effect twenty (20) days after publication or posting, or thirty (30) days after final passage by the governing body, whichever is sooner.


PASSED AND ADOPTED by the City Council of Layton, Utah, this 18th day of September, 2014.

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



STEVEN L GARSIDE, Assistant City Attorney

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.B.

Subject:

Approve Legacy Cottages of Layton, LLC, as the Successor and Assignee of Marie S. Adams Family Trust in the Development Agreement Dated October 4, 2012 - Resolution 14-62 - Approximately 250 North Adamswood Road

Background:

On October 4, 2012, the City entered into an Agreement for the Development of Land with Marie S. Adams Family Trust ("Trust"). The property that is the subject of the Agreement is located at approximately 250 North Adamswood Road.

The Agreement contemplates the circumstance wherein a party to such an agreement may have a successor in interest or may want to assign its interest to another entity. In order to do so, the City's approval must be sought.

In this Agreement, the Trust is seeking that approval. The Trust is requesting that the City approve Legacy Cottages of Layton, LLC, as the Trust's successor and assignee of the Trust's interests and obligations under the Agreement.

Resolution 14-62 would formalize the City's approval of that request and would then make Legacy Cottages of Layton, LLC, and Layton City as the parties to the Agreement.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-62 approving Legacy Cottages of Layton, LLC, as the successor and assignee of Marie S. Adams Family Trust in the Development Agreement dated October 4, 2012; 2) Adopt Resolution 14-62 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 14-62 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 14-62 approving Legacy Cottages of Layton, LLC, as the successor and assignee of Marie S. Adams Family Trust in the Development Agreement dated October 4, 2012, and authorize the Mayor to sign the necessary documents.

RESOLUTION 14-62

A RESOLUTION APPROVING LEGACY COTTAGES OF LAYTON, LLC, AS THE SUCCESSOR AND ASSIGNEE OF MARIE S. ADAMS FAMILY TRUST IN THE DEVELOPMENT AGREEMENT DATED OCTOBER 4, 2012, BETWEEN LAYTON CITY AND THE MARIE S. ADAMS FAMILY TRUST.

WHEREAS, on October 4, 2012, Layton City entered into an Agreement for the Development of Land (hereinafter "Agreement") with the Marie S. Adams Family Trust designated Owner therein; and

WHEREAS, the Agreement provides that the Owner may have a successor and/or may assign its interests and obligations within said Agreement; and

WHEREAS, the Agreement requires that the Agreement is binding on any successors and assigns and that the City must approve of any such successor and assignee; and

WHEREAS, Marie S. Adams Family Trust has requested the City approve Legacy Cottages of Layton, LLC, as the successor and assignee of Marie S. Adams Family Trust; and

WHEREAS, after having reviewed that request and the City's work experience with Legacy Cottages of Layton, LLC, it is the City's position that the request of assignment be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. That the request from Marie S. Adams Family Trust that Legacy Cottages of Layton, LLC, be its successor and assignee in the Agreement for the Development of Land, dated October 4, 2012, which is attached hereto and incorporated herein, is hereby approved.

2. That the Mayor is hereby authorized to execute any documents necessary in the furtherance of this resolution.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 18th day of September, 2014.

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY R. CRANE, City Attorney

E 2701294 B 5650 P 564-581
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/16/2012 01:55 PM
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AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY
AND MARIE S. ADAMS FAMILY TRUST

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND
MARIE S. ADAMS FAMILY TRUST**

THIS AGREEMENT for the development of land (hereinafter referred to as this "Agreement") is made and entered into this 4th day of October, 2012, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and MARIE S. ADAMS FAMILY TRUST (hereinafter referred to as "Owner"), with City and Owner collectively referred to as the "Parties" and separately as "Party".

RECITALS

WHEREAS, in furtherance of the objectives of the Layton City General Plan, City has approved an application for a zone change from R-1-10 (Single Family Residential) to R-H (High Density Residential), of certain property located at approximately 250 North Adamswood Road in Layton City (hereinafter the "Subject Area"); and

WHEREAS, the Subject Area consists of approximately 6.45 acres and is depicted on Exhibit "A" attached hereto (hereinafter "Exhibit A"); and

WHEREAS, Owner is the owner of the above described property and has presented a proposal for development of the Subject Area to the City, which provides for development of a Senior Apartment Home Project" in a manner consistent with the overall objectives of Layton City's General Plan, and is depicted in more detail on Exhibit "B" attached hereto (hereinafter "Exhibit B"); and

WHEREAS, Parties desire to enter into this Agreement to provide for the development of the Subject Area, in a manner consistent with the City's General Plan and the intent reflected in that Plan; and

WHEREAS, City has granted R-H zoning approval on the Subject Area, subject to Owner agreeing to certain limitations and undertakings described herein, which Agreement will provide design review processes and will enable the City Council to consider the approval of the General Plan amendment and rezoning at this time; and

WHEREAS, City finds that entering into the Agreement with Owner is in the vital and best interest of the City and health, safety, and welfare of its residents.

NOW, THEREFORE, each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

**ARTICLE I
DEFINITIONS**

The following terms have the meaning and content set forth in this Article I, wherever used in this Agreement:

- 1.1 "Owner's Property" shall mean that property owned by MARIE S. ADAMS FAMILY TRUST.
- 1.2 "City" shall mean Layton City, a body corporate and politic of the State of Utah. The principal office of City is located at 437 North Wasatch Drive, Layton, Utah, 84041.

- 1.3 “Owner” shall mean MARIE S. ADAMS FAMILY TRUST. The principal office for Owner is 1279 East 600 North, Layton, Utah 84041.
- 1.4 “Owner’s Undertakings” shall have the meaning set forth in Article IV.
- 1.5 “Subject Area” shall have the meaning set forth in the Recitals hereto.
- 1.6 “Exhibit A” shall have the meaning set forth in the Recitals hereto.
- 1.7 “Exhibit B” shall mean the concept plan for proposed zoning.
- 1.8 “Exhibit C” shall mean Tables 6-1 and 6-2, Land Uses excluded from R-H Zone.
- 1.9 “Exhibit D” shall mean the artist/architectural rendering for the Senior Apartment Home Project on the Subject Area.

**ARTICLE II
CONDITIONS PRECEDENT**

- 2.1 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Layton City Council.
- 2.2 Owner agrees to follow the design review requirements listed herein.

**ARTICLE III
CITY’S UNDERTAKINGS**

- 3.1 Subject to the satisfaction of the conditions set forth in Article IV, City shall grant final site plan approval of the Subject Area. This approval shall occur upon a finding by the City Council that it is in the best interest of the health, safety and welfare of the citizens of Layton City to grant such an approval at that time.

**ARTICLE IV
OWNER’S UNDERTAKINGS**

Conditioned upon City’s performance of its undertakings set forth in Article III with regard to site plan approval of the Subject Property and provided Owner has not terminated this Agreement pursuant to Section 7.8, Owner agrees to the following:

- 4.1 Owner agrees to restrict development of the Subject Area by agreeing that the primary use of the Subject Area will not be for any use highlighted in blue as depicted on Exhibit “C”. If other uses are desired, that are not specifically enumerated in Exhibit “C”, which is attached hereto and incorporated herein by this reference. Owner agrees to obtain approval by the City Council to amend this Agreement before pursuing the development of those uses. Minor variations in the interpretations of the uses that may be allowed pursuant to the terms of this Agreement, may be made administratively by the Community Development Director.
- 4.2 Development on the Subject Area shall be limited to the construction of a “Senior Apartment Home Project” that is restricted to residents that are 55 years of age or older, in accordance with the requirements of the Federal Fair Housing Act. This age restriction means that at least

80 percent of the occupied units be occupied by at least one person who is 55 years of age or older. Owner shall make all reasonable efforts to diligently pursue rental of all units to residents 55 years of age or older.

- 4.3 In addition to the requirements of the R-H zone, Owner agrees that the site plan, building architecture and landscape plan will be reviewed by the Layton City Design Review Committee (DRC). The DRC will provide input and recommendations to the staff regarding basic design elements as presented in the final site plan. Said recommendation will be forwarded to the Planning Commission and City Council for final site plan review and approval.
- 4.4 Owner agrees to provide thirty percent (30%) open space landscaped with site amenities, building location and landscape buffers and improvements substantially similar to those depicted on Exhibit "B."
- 4.5 Owner agrees to install a minimum of a solid vinyl fence, with a solid earth tone color, along the north, east and south boundaries of the Subject Area.
- 4.6 As part of the site plan review process, Owner shall submit a landscape plan to the City for the entire Subject Area, including the open common areas as well as landscape details around the senior apartment building. This plan must receive approval from the City prior to the issuance of any building permits.
- 4.7 The architectural plans, building elevations, and building materials shall include exterior construction materials such as brick, rock, stucco, and hardy board similar to those depicted in the rendering on Exhibit "D". Vinyl siding will not be allowed. Earth tone colors shall be used with relationship to the exterior building materials. The maximum height for the buildings is thirty five (35) feet and limited to no more than three (3) stories. The architectural plans for each building shall be reviewed and approved by the City Staff, Planning Commission and City Council.
- 4.8 The total number of dwelling units for the 6.45 acre Subject Area shall not exceed 155 units.
- 4.9 Owner agrees to participate in Layton City's "Crime Free Multi-Housing Program," which is designed to keep illegal activity out of rental properties in the City.
- 4.10 As part of final site plan review and approval, the City Engineer may require the completion of a traffic impact study as outlined in Section 19.13.060 of the Layton Municipal Code. The traffic study shall include, at a minimum, an analysis of on-site circulation, capacities of existing streets, number of additional trips which will be generated, origin/destination studies and peak home traffic generation and movements.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

- 5.1 Issuance of Permits - Owner. Owner, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owner's Undertakings and shall make application for such permits directly to the Layton City Community and Economic Development Department and other appropriate departments and agencies having authority to

issue such permits in connection with the performance of Owner's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

- 5.2 Completion Date. The Owner shall, in good faith, diligently pursue completion of the development and commence construction within 18 months of conditional use approval.
- 5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owner and its contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Owner's Undertakings. City shall indemnify, defend and hold Owner harmless from and against all liability, loss, damage, costs or expenses (including attorneys' fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss or damage caused to any person, property or improvements on the Subject Area arising from the negligence or omissions of City, or its agents or employees, in connection with City's exercise of its rights granted herein.

ARTICLE VI REMEDIES

- 6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:
- 6.1.1 Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; or
- 6.1.2 Owner agrees not to contest the reversion of the zoning by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversion of the zoning from R-H to R-1-10.
- 6.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither City nor Owner, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.
- 6.3 Extensions. Either Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided,

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of such transmission.

- 7.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Owner.
- 7.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.
- 7.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the Parties.
- 7.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.
- 7.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.
- 7.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:
 - 7.8.1 With regard to Owner's Undertakings, performance by Owner of Owner's Undertakings as set forth herein.
 - 7.8.2 With regard to City's Undertakings, performance by City of City's Undertakings as set forth herein.

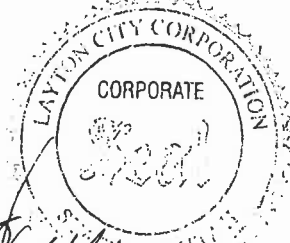
Upon either Party's request (or the request of Owner's assignee), the other Party agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

- 7.9 Recordation. This Agreement shall not be recorded without the prior written consent of both Parties.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

ATTEST:

BY: 
THIEDA WELLMAN, City Recorder



LAYTON CITY CORPORATION

By: 
STEPHEN CURTIS, Mayor

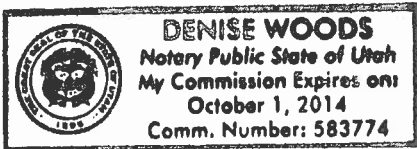
Signed by

MARIE S. ADAMS FAMILY TRUST

Stephen R Adams trustee
Stephen R. Adams, Trustee

Barbara A Bair, trustee
Barbara A. Bair, Trustee

Subscribed and sworn to me this 1st day of November, 2012.



Denise Woods
Notary

APPROVED AS TO FORM:

Gary Crane
For: GARY CRANE, City Attorney

EXHIBIT "A"

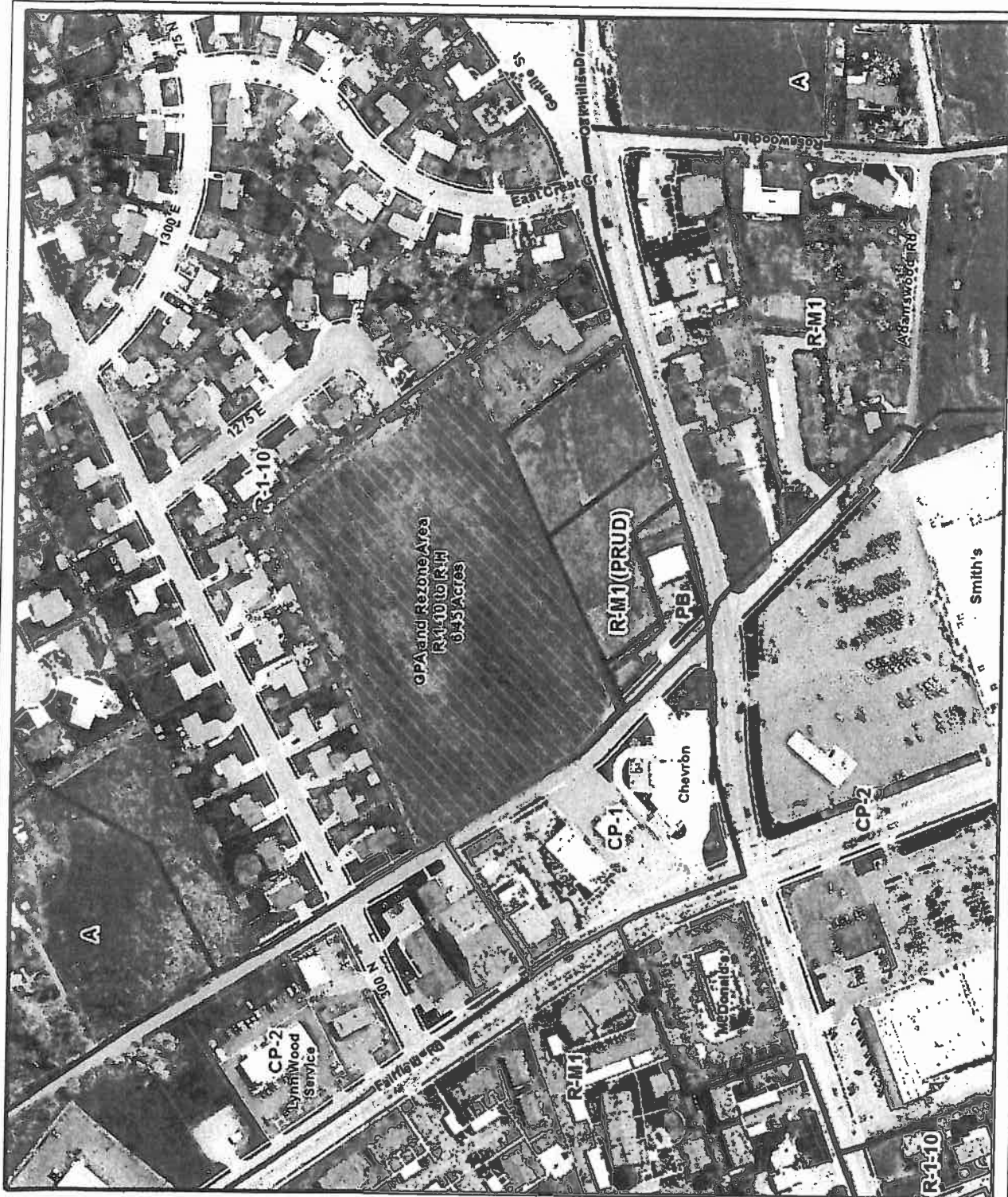


EXHIBIT A

Development Agreement





Marie S. Adams Family Trust

Adams-Western States Lodging

General Plan Amendment and Rezone

R-1-10 to R-H

LEGEND

-  Levee Zoning Boundary
-  Property
-  Lake
-  Stream



1 Inch = 225 feet

EXHIBIT "B"

Concept Plan

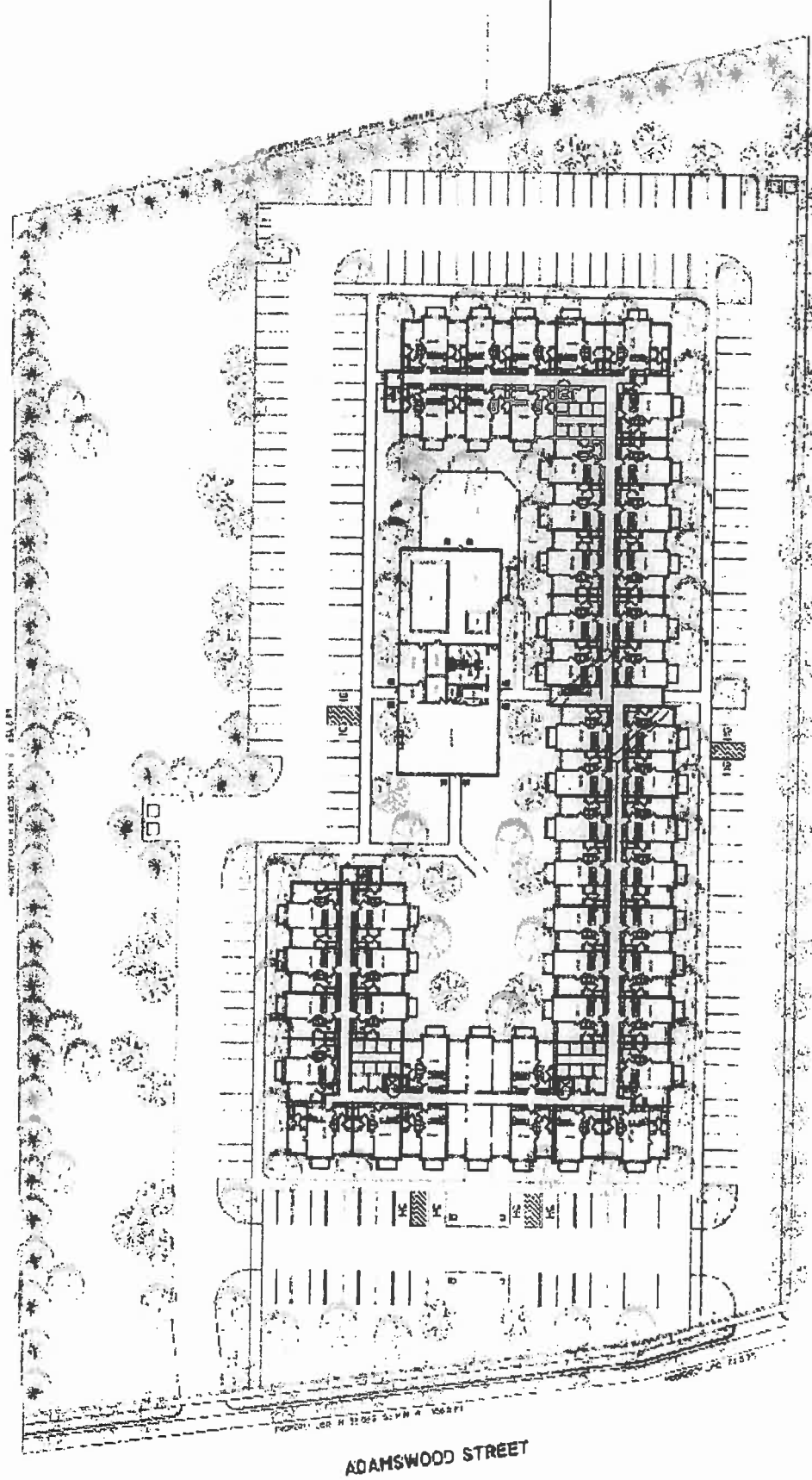


EXHIBIT "C"
Table of Land Use Regulations
(Attached on separate page)

EXHIBIT "D"
Artist/Architectural Rendering

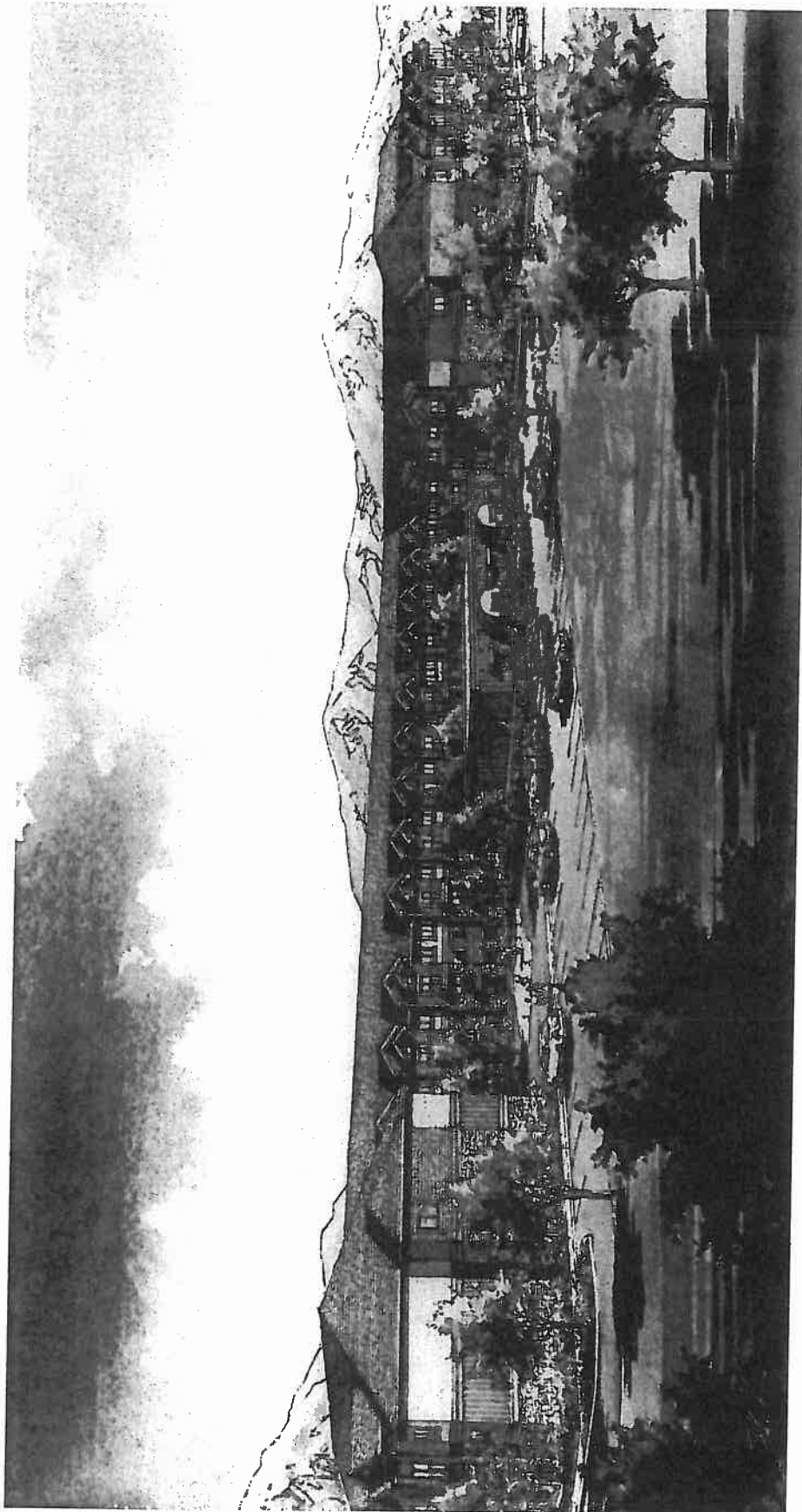


TABLE OF LAND USE REGULATIONS

TABLE 6-1

TABLE 6-2

	A	R-S	R-1-6	R-1-8	R-1-10	R-MH	R-2	R-M1	R-M2	R-H	B-PP	P-B	CP-1	CP-2	CP-3	C-H	M-1	M-2	MU	MU-TOD
RESIDENTIAL / DOMESTIC																				
Accessory Farm Bldg.	P	C																		
Accessory Residential Dwelling Unit	C	C	C	C	C	C	C	C	C	C										
Accessory Bldg.	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	P
Boarding/Rooming House	C								C	C										C
Community Center									C	C	C	P	P	P	P	C			C	C
Dormitory									C	C						C				
Dwelling, Multiple Unit								P	P	P									C	C
Dwelling, 2 Unit							P	P	P	P									C	C
Dwelling, 1 Unit Attached (SF-A)		C	C	C	C		P	P	P	P									C	C
Dwelling, 1 Unit Detached (SF-D)	P	P	P	P	P		P	P	P	P									C	C
Fraternity/Sorority House								C	C	C						C				
Household Pets	P	P	P	P	P	P	P	P	P	P									P	P
Mobile Home Park						C														
Off-Street Parking Inc. to Main Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Secondary Residential Unit												C	C	C	C	C	P	P	C	C
Model Homes	P	P	P	P	P	P	P	P	P	P										
Temporary Sales Office	C	C	C	C	C	C	C	C	C	C										
INSTITUTIONAL/CIVIC AND SPECIAL SERVICES																				
Airport, Heliport																	C	C		
Cemetery, Mausoleum	C	C	C	C	C	C	C	C	C	C		C								
Charter School	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Church/Temple/Rectory	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
College or University	C	C	C	C	C	C	C	C	C	C	C	C		C						
Commercial School											C	C	P	P	P	P			P	P
Community Use	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	C	C
Convalescent or Home Care Group for Persons with Disabilities	C	C						C	C	C		C	C	C	C				C	C
Day Care								C	C	C	C	C	C	P	P	C			C	C
Daycare Home	C	C						C	C	C			C							
Daycare Center													C	P	P	C				
Halfway House or Similar Facility for Alcoholic, Narcotic, Psychiatric, Patients or Felons and Delinquents															C	C				
Home for Elderly, Elderly Apartment							C	C	C	C		C	C	C					P	C
Hospital (Acute Care)										C	C	C		C	C	C			C	
Religious or Philanthropic Institution	C	C	C	C	C	C	C	C	C	C	C	P	P	P	P	P			P	P
Library, Art Gallery, Museum								C	C	C	C	P	P	P	P	P			P	P
Nursing Home								C	C	C	C	C							C	
Park, Recreational, Playground	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Public Care Facility	C	C	C	C	C	C	C	C	C	C	C	C							C	
Public Library	C	C						C	C	C	C	C	C	C	C	C			C	C
Public Safety Office	C	C	C	C	C	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P
Public School	C	C	C	C	C	C	C	C	C	C	C	C							C	
Residential Facility for Elderly	C	C	C	C	C	C	P	P	P	P									C	
Residential Facility for Persons with Disabilities							C	P	P	P									C	C
Residential Facility for Persons with Disabilities - Single	P	P	P	P	P	P	P	P	P	P									C	C

P = Permitted C = Conditional

TABLE OF LAND USE REGULATIONS

TABLE 6-1

TABLE 6-2

	A	R-S	R-1-6	R-1-8	R-1-10	R-MH	R-2	R-M1	R-M2	IND	B-RP	P-B	CP-1	CP-2	CP-3	C-H	M-1	M-2	MU	MU-TOD
UTILITY RELATED SERVICES																				
Commercial Radio or TV Trans. Station											C			P	P	C	P	P		
Electric Power Plant															C	C	P	P		
Electric Substation	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	P	P	C	C
File Station	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	P	P	C	C
Gas Metering & Transmission Station	C	C	C	C	C	C	C	C	C	C	P	C	P	P	P	P	P	P	C	C
Local Utility Distribution Line	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Radio, TV, or Microwave Tower	C										C	C	C	C	P	P	P	P	C	C
Railroad Tracks & R.O.W.	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		C	C
Sewage/Water Pumping/Control Station	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Telecommunications Facility at Community Uses	C	C	C	C	C	C	C	C	C	C							P	P		
Telecommunications Antenna, Roof Mounted at Community Uses	C	C	C	C	C	C	C	C	C	C					P	P	P	P		
Telecommunications Antenna, Wall Mounted at Community Uses	C	C	C	C	C	C	C	C	C	C					P			P		
Telephone Business Office											P	C	C	P	P	P	P	P	G	G
Telephone Switching, Relay & Transmission Equipment	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	P	P	P		
Public/Private Utility, Other than Listed	C										P	C	C	P	P	P	P	P	C	C
Utility Shops, Storage Yards & Bldgs.															C	C	P	P		C
Water Treatment Plant	C	C											C	P	P	C	P	P	C	C
Water/Waste, Reservoir, or Storage Tank	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P		
RECREATIONAL USES																				
Amusement, Arcade													C	C	C	C			C	C
Indoor Commercial Amusement													C	C	P	C	C	C	C	C
Outdoor Limited Comm. Amusement											C		C	C	C	C	C	C	C	C
Outdoor Commercial Amusement													C	C	C	C	C	C		
Amateur Tennis/Swim Club										C	C		P	P	P	C			C	C
Golf Course	C	C	C	C	C	C	C	C	C	C	C					C	C			
Theater, Indoor															P	P	P	C		C
Theater, Live											C		C	P	P	P				C
Theater, Outdoor															C	C	C			
AGRICULTURE AND RELATED USES																				
Agriculture	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P
Animal Keeping	P	P															P	P		
Beekeeping	P																	P		
Breeding or Raising of Animals for Food or Sale	P																	P		
Crop Production for Sale	P	P										P	P	P	P	P	P	P	P	P
Dairy	P	C																P		
Family Food Production	P	P															P	P		
Farm Industry, or Ranch	C	C																P		
Fur Farm	C																	P		
Home Use Orchard	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Commercial Use Orchard	P	P									P	P	P	P	P	P	P	P	P	P

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TABLE OF LAND USE REGULATIONS

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TABLE 6-2

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AUTOMOBILE RELATED USES																				
Major Auto Repair															C	C	P	P		
Auto Sales															C	C	C	C		
Car Wash													C	P	P	C	C	C	C	C
Comm. Parking Structure, Auto Only											C				C	C			C	C
Gasoline Sales (Wholesale)															C	C	C	C		
Gasoline Retail (No Repairs)													C	P	P	P	P	P	C	
Gasoline, Petroleum Products Storage															C	C	C	C		
Muffler or Brake Shop														C	C	P	P	P		
New & Reconditioned Auto Parts, Indoor														P	P	P	P	P		
Paint and Body Shop														C	C	C	C	C		
Seat Cover or Upholstery														P	P	P	P	P		
Service Station, Minor Repairs													C	P	P	P	P	P		
Storage of Autos, Travel Trailers														C	C	C	C	C		
Tire Sales														P	P	P	P	P		
Tire Recapping and Retreading Shop															C	C	P	P		
Towing Services																C	C	C		
Outdoor Truck Storage														C	C	C	P	P		
Truck/Trailer Rental														C	C	C	C	C		
Used Auto Part Sales, Indoor														C	C	C	P	P		
Wrecking or Salvage Yard for Auto Parts																		C		
INDUSTRIAL AND RELATED USES																				
Animal or Fowl Slaughter																		P		
Chemical & Plastic Manufacturing																		P		
Extraction of Soil, Sand, Gravel, Minerals, Gas, Petroleum, or Similar																		P		
Fabricated Textile Products																	C	P		
Food Products Manufacturing																	C	P		
Furniture Manufacturing															C	C	P	P		
Junk Yards																	C	C		
Industrial Services																	P	P		
Light Manufacturing Processes Which don't Emit Detectable Dust, Odor, Fumes or Gas Beyond the Boundary of the Property or Noise Above Ambient Level											C						P	P		
Metallic Products Manufacturing																		C		
Non-Metallic Products Manufacturing																	C	C		
Outdoor Storage														C	C	C	C	C		
Paper Products Manufacturing																	C	P		
Petroleum Products Manufacturing																		C		
Precision Instrument & Jewelry Mnfctrng											C				C	C	P	P	C	C
Recyclable / Salvage Yard																		C		
Storage of Sand, Gravel, Earth or Stone																		P		
Trucking Terminal															C	C	P	P		
Wholesale Trade & Warehousing															C	C	P	P		
Wood & Paper Manufacturing																		P		

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TABLE OF LAND USE REGULATIONS

TABLE 6-1

TABLE 6-2

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RETAIL AND RELATED USES																			
Animal Clinic or Pet Hospital w/ Outdoor Pens	C													C	C	P	P		
Animal Clinic or Pet Hospital	C												C	C	P	P	P	C	
Antique or Collectable Shop												P	P	P	P	P	P	P	P
Art Supply Store										C		P	P	P	P	P	P	P	P
Bank, Credit Union, or Savings & Loan w/ Drive-In										C	C	P	P	P	P			C	C
Barber or Beauty Shop										P	C	P	P	P	P	P		P	P
Big Box Retail													C	C	C				
Book or Stationary Shop										P		P	P	P	P			P	P
Camera Shop												P	P	P	P			P	P
Convenience Store												C	C	C	C	C	C	C	C
Department or Discount Store												C	P	P	P			C	C
Fast Food Eating Establishment												C	C	C	C			C	C
Florist Shop												P	P	P	P			C	C
Furniture/Appliance Store												C	C	P	P	P	P	C	C
Garden Shop & Plant Sales, Nursery	C											C	P	P	C			C	C
Grocery Store												P	P	P	P			P	P
Handicraft, Art Object												P	P	P	P			P	P
Hardware Store												P	P	P	P			P	P
Hobby Shop												C	P	P	P	P	P	C	C
Kennels, Boarding												P	P	P	P			P	P
Kennels, Daily Boarding & Extended Care	C													C	C	P	P		
Kennels, Private	C	C																	
Laboratory, Medical or Dental										P	C	P	P	P	P			P	P
Laundry/Laundromat												P	P	P	P			P	P
Locksmith or Key Shop												P	P	P	P	P	P	P	P
Medical Appliance Fitting or Sale, Medical Pharmacy										P		P	P	P	P			P	P
Medical/Dental Clinic										P	P	P	P	P	P			P	P
Mortuary											C	C	P		C			C	
Music Store												C	P	P	P			P	P
Office, Professional or General Business										P	P	P	P	P	P	P	P	P	P
Optical Shop or Laboratory										C	C	P	P	P	P			P	P
Package Liquor Store												C	P	P	P			C	C
Pawn Shop													C	P	C				
Personal Custom Services, i.e Tailor etc.										C	C	P	P	P	P	P	P	P	P
Pet Shop, Small Animals, Birds & Fish												C	P	P	P			P	P
Pharmacy										P		P	P	P	P			P	P
Repair for TV, Radio, Appliance or Similar										C	C	C	P	P	P			C	C
Restaurant												C	P	P	P	P	P	C	C
Retail Tobacco Speciality Business										C		P	P	P	P	C	C	P	P
Leather Goods Sales and Repair												P	P	P	P	P	P	P	P
Specialty Food Stores, Retail Sales												P	P	P	P			P	P
Studio - Art, Photo, Dance, Music, Drama										C	C	P	P	P	P	C	C	P	P
Studio - Health, Exercise or Similar										C		P	P	P	P	C	C	P	P
Studio - Decorator & Display										C		P	P	P	P			P	P
Swap Meets														C	C	C	C		
Tavern, Bar, Private Club w/ Alcohol Sales														C	C			C	C
Title Loan, Payday Loan, Deferred Deposit Lending and Similar Bus.													C		C				
Variety Store												P	P	P	P			P	P

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COMMERCIAL AND RELATED SERVICES																			
Bakery, Wholesale														C	P	P	P	C	C
Bar and Beverage	C	C						C	C	C	C				C			C	C
Building Materials Sales											C								
Cabinet or Furniture Upholstery Shop												C	C	P	P	P	P	C	C
Cleaning, Laundry or Dyeing										C				C	P	P	P	C	C
Clothing or Similar Light Manufacturing													C	P	C	P	P	C	C
Contractor Storage Yard														C	C	P	P		
Dairy Processing or Ice Cream Plant																C	P		
Dance Hall or Night Club														C	C			C	C
Heavy Machine Storage, Sales or Repair														C	C	P	P		
Hotel or Motel										C				C	C			C	C
Kiosk												P	P	P	P	P	P	P	P
Laboratory, Scientific or Research										P				C	C	P	P	C	C
Lithography or Print Shop										P		C	P	P	P	P	P	C	C
Lumber Yard													C	C	C	P	P		
Maintenance or Repair Service for Bldgs														C	C	P	P		
Milk Depot												P	P	P	P	P	P	C	C
Mini-Storage Units													C	C	C	P	P		
Mixed Use Building																		C	C
Open Storage & Sales of Machinery and Appliances														C	C	C	C		
Paint Store																			
Plumbing Store												C	P	P	P	P	P	C	P
Pre-School												C	P	P	P	P	P	C	P
Railroad or Bus Passenger Station										C	C	C	P	P	P	P	P	P	P
Railroad Team Tracks, Freight Depot or Docks										C				C	C	P	P		
Seasonal Outdoor Vendor																			
Single Event												P	P	P	P			P	P
Snow Shack												P	P	P	P			P	P
Storage Warehouse													C	C	C	P	P		
Street Vendor															P*			P	P
Tattoo Parlor															C				
Tent Vendor**												P	P	P	P			P	P
Trailer or Mobile Home Sales														P	P	P	P		
Transfer Storage Terminal														C	C	P	P		
Travel Trailer Park												C	P	P	C				C
Welding or Machine Shop														C	C	P	P		
Wholesale Office, Storage, Sales														C	C	C	P	P	

P = Permitted C = Conditional

* Special requirements for businesses in this zone are available in 19.21.040

** Special provisions for locations of each type of Tent Vendor are available in 19.21.050

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.C.

Subject:

Approve the First Amendment to Agreement for the Development of Land and the Right of Early Entry and Supplemental Agreement between IHC Health Services, Inc. and Layton City, and the Respective Deed and Easements for the Construction of a Public Right-of-Way - Resolution 14-64 - 2250 North and Antelope Drive at Approximately 1300 West

Background:

The City intends to build a public road connecting 2250 North and Antelope Drive at approximately 1300 West. In addition, the City intends to obtain public utility easements adjacent to the right-of-way, and a slope easement near the southern portion of the right-of-way. The right-of-way, public utility easements, and slope easement would be located in part on property presently owned by IHC Health Services, Inc. and IHC Hospitals, Inc. (collectively "IHC"). IHC has agreed to sell the necessary land and interests to the City for the right-of-way, public utility easements, and slope easement. The City will pay for the land and easements by offsetting against amounts which IHC presently owes the City pursuant to a prior Agreement for the Development of Land. IHC has agreed to sign the attached First Amendment to Agreement for the Development of Land, Right of Early Entry and Supplemental Agreement, General Warranty Deed, Declaration and Grant of Slope Easement, Declaration and Grant of Northern Utility Easement, and Declaration and Grant of Southern Utility Easement, regarding the land and easement transactions.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-64 approving the First Amendment to Agreement for the Development of Land and the Right of Early Entry and Supplemental Agreement between IHC Health Services, Inc. and Layton City, and the respective Deed and Easements for the construction of a public right-of-way; 2) Adopt Resolution 14-64 with amendments the Council deems appropriate; or 3) Not adopt Resolution 14-64 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 14-64 approving the First Amendment to Agreement for the Development of Land and the Right of Early Entry and Supplemental Agreement between IHC Health Services, Inc. and Layton City, and the respective Deed and Easements for the construction of a public right-of-way and authorize the Mayor to sign the necessary documents.

RESOLUTION 14-64

A RESOLUTION APPROVING THE FIRST AMENDMENT TO AGREEMENT FOR THE DEVELOPMENT OF LAND, AS WELL AS THE RIGHT OF EARLY ENTRY AND SUPPLEMENTAL AGREEMENT BETWEEN LAYTON CITY CORPORATION AND IHC HEALTH SERVICES, INC., REGARDING PROPERTY TO BE ACQUIRED FOR THE CONSTRUCTION OF A PUBLIC RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENTS, AND ACCEPTING THE RESPECTIVE DEED AND GRANTS FOR THE ACQUIRED PROPERTY AND EASEMENTS.

WHEREAS, the City intends to construct a public right-of-way connecting Antelope Drive to 2250 North at approximately 1300 West; and

WHEREAS, in order to perform the construction and maintain necessary public utilities adjacent to the public right-of-way, the City will need to acquire a parcel of land at approximately 2250 North and 1300 West, a public utility easement adjacent to the acquired parcel, and a slope easement adjacent to the acquired parcel; and

WHEREAS, IHC Health Services, Inc., and IHC Hospitals, Inc. (collectively "IHC"), presently own the property to be acquired for the public right-of-way, public utility easements, and slope easement, and IHC is willing to sell the necessary land, public utility easements, and slope easement to the City in exchange for an offset against amounts which IHC presently owes to the City; and

WHEREAS, IHC has agreed to sign the attached First Amendment to Agreement for the Development of Land, Right of Early Entry and Supplemental Agreement, General Warranty Deed, Declaration and Grant of Slope Easement, Declaration and Grant of Northern Utility Easement, and Declaration and Grant of Southern Utility Easement, regarding the land and easement transactions; and

WHEREAS, the City Council determines it to be in the best interest of Layton City to approve the attached First Amendment to Agreement for the Development of Land, and Right of Early Entry and Supplemental Agreement; and to accept the attached General Warranty Deed, Declaration and Grant of Slope Easement, Declaration and Grant of Northern Utility Easement, and Declaration and Grant of Southern Utility Easement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. That the Council approves the First Amendment to Agreement for the Development of Land between Layton City Corporation and IHC, which is attached hereto and incorporated herein by this reference.
2. That the Council approves the Right of Early Entry and Supplemental Agreement between Layton City Corporation and IHC, which is attached hereto and incorporated herein by this reference.
3. That the Council accepts the General Warranty Deed, Declaration and Grant of Slope Easement, Declaration and Grant of Northern Utility Easement, and Declaration and Grant of Southern Utility Easement from IHC to the City, which are attached hereto and incorporated herein by this reference.

4. That the Council authorizes the Mayor to execute the necessary documents.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **18th day of September, 2014.**

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



TYSON WILLIS, Associate Attorney

FIRST AMENDMENT TO AGREEMENT FOR THE DEVELOPMENT OF LAND

This First Amendment to Agreement for the Development of Land (this "*First Amendment*") is made and entered into as of the 18th day of September, 2014 (the "*Effective Date*"), by and between the CITY OF LAYTON, a political subdivision of the State of Utah (the "*City*"), and IHC HEALTH SERVICES, INC., a Utah nonprofit corporation ("*Intermountain Healthcare*").

WHEREAS, the City and Intermountain Healthcare are parties to that certain Agreement for the Development of Land, dated as of June 19, 2008 (the "*Development Agreement*"), pertaining to the development of that certain real property located in the City of Layton, Davis County, Utah, as more particularly described in the Development Agreement (the "*Subject Area*");

WHEREAS, the City and Intermountain Healthcare are also parties to that certain Right of Early Entry and Supplement Agreement (the "*Right of Early Entry Agreement*"), executed and dated of even date herewith, pertaining to the City's construction of certain public thoroughfare improvements, as more particularly described in the Right of Early Entry Agreement;

WHEREAS, pursuant to Section 4.2 of the Development Agreement, and in connection with the development of the Subject Area, Intermountain Healthcare agreed to install, at its expense, a minimum 12-inch water line necessary for the use and development of the Subject Area, as more particularly described in Section 4.2 of the Development Agreement;

WHEREAS, due to the City's installation of a certain 12-inch water line and related improvements during construction of that certain public thoroughfare adjacent to the Subject Area and known as the Layton Parkway from Main Street to Flint Street, the City and Intermountain Healthcare now desire to amend Section 4.2 of the Development Agreement in order to modify the parties' respective obligations with respect to the installation of the water line and related improvements necessary for the use and development of the Subject Area, subject to the terms and conditions set forth below; and

WHEREAS, Section 7.5 of the Development Agreement provides, in relevant part, that any modification or amendment of the Development Agreement shall be executed in writing by the parties;

NOW, THEREFORE, in consideration of the covenants and agreements set forth in the Development Agreement and this First Amendment, together with the mutual benefits to be derived therefrom and herefrom, the City and Intermountain Healthcare hereby agree, and the Development Agreement shall be, and hereby is, amended, as follows:

1. Water Line Obligations; Water Line Reimbursement. Section 4.2 of the Development Agreement is hereby deleted in its entirety and replaced with the following:

4.2 **Culinary Water.** In connection with the City's undertaking and performance of certain work, as particularly described in the plans and specifications attached as *Exhibit "A"* (the "*Plans and Specifications*"), specifically being the installation of that certain water line and related improvements described in the Plans and Specifications (collectively, the "*Work*"), Intermountain Healthcare agrees to reimburse the City FOUR HUNDRED FORTY-NINE THOUSAND AND NO/100 DOLLARS (\$449,000.00) (the "*Water Line Reimbursement*") for the City's out-of-pocket costs and expenses paid in connection with the Work, which costs and expenses are set forth and described in attached *Exhibit "B"* and, by the execution and delivery hereof by the City, verified, certified and confirmed by the City; provided that, under the terms and conditions of that certain Right of Early Entry Agreement, dated as of the Effective Date (the "*Right of Early Entry Agreement*"), the City is indebted to Intermountain Healthcare in the amount of SIXTY-FOUR THOUSAND TWO HUNDRED TWENTY AND 63/100 DOLLARS (\$64,220.63), which amount shall be applied as a credit against the Water Line Reimbursement, with the result that the Water Line Reimbursement amount due and payable as of the

Effective Date, by Intermountain Healthcare shall be THREE HUNDRED EIGHTY-FOUR SEVEN HUNDRED SEVENTY-NINE AND 37/100 DOLLARS (\$384,779.37); and further provided that Intermountain Healthcare shall not have any liability or obligation to pay the balance of the Water Line Reimbursement until such time as Intermountain Healthcare commences development of the Subject Area, as evidenced by the request of Intermountain Healthcare in connection with its substantive development of the Subject Area, grading and site preparation excepted, and, then, the issuance of building permits for vertical improvements within the Subject Area by or at the direction of Intermountain Healthcare.

2. Right of Early Entry Agreement. The City and Intermountain Healthcare acknowledge, confirm and agree that the execution and delivery of the Right of Early Entry Agreement shall be, and hereby is, a condition precedent to the effectiveness of this First Amendment.

3. Miscellaneous. The above recitals and the attached exhibits are incorporated in and made a part of this First Amendment by this reference. Except as specifically modified by this First Amendment, all of the remaining terms and conditions set forth in the Development Agreement shall remain unchanged and in full force and effect. This First Amendment may be executed by facsimile or PDF and in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same original.

[signature page follows]

DATED to be effective as of the Effective Date.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By: _____
Print Name: _____
Its: _____

Dated this ___ day of September, 2014.

CITY OF LAYTON, a political subdivision of the State of Utah

By: _____
Print Name: _____
Its: Mayor

Dated this ___ day of September, 2014.

ATTEST:

By: _____
Print Name: _____
Its: City Recorder

Dated this __ day of September, 2014

APPROVED AS TO FORM:

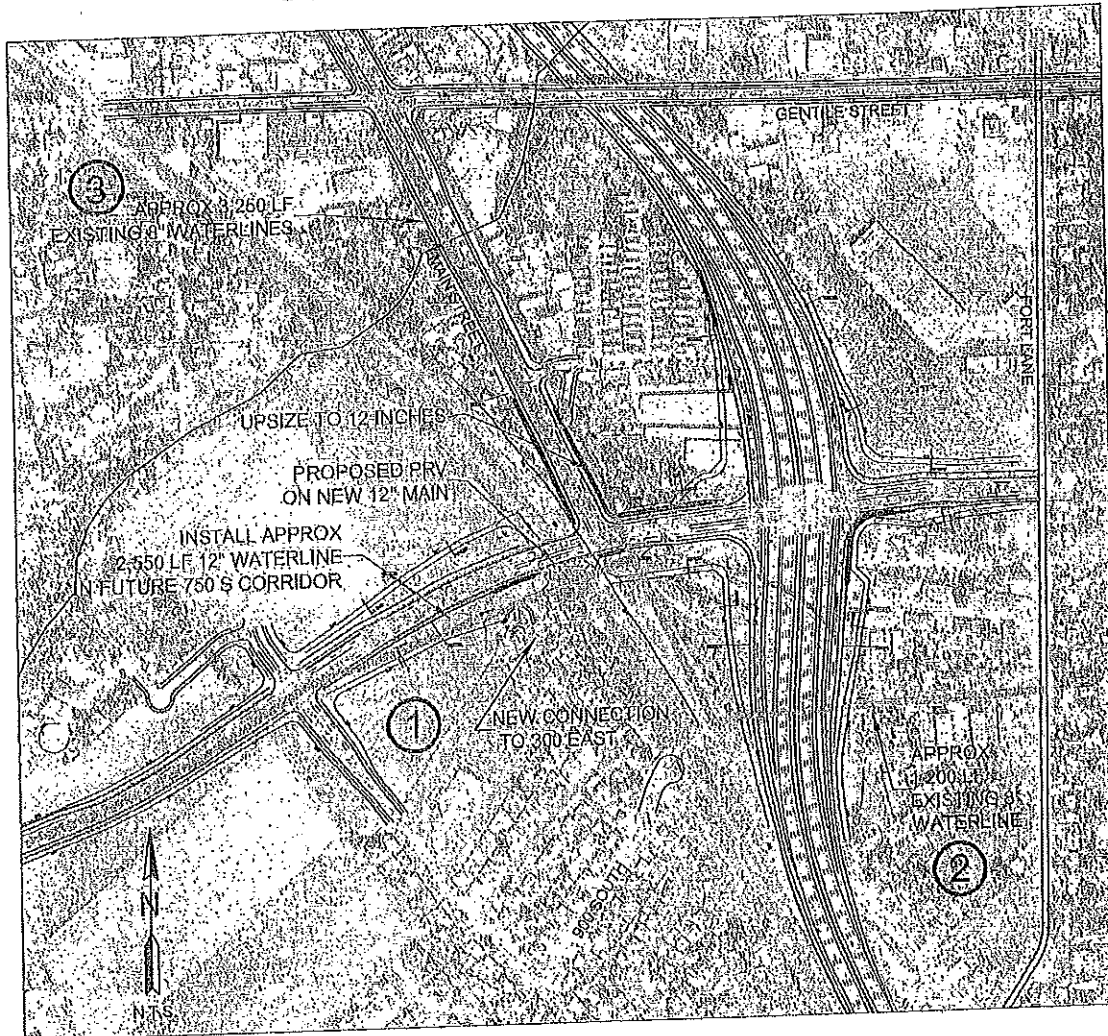
By: Tyson Willis
Print Name: Tyson Willis
Its: City Attorney

Dated this 11th day of September, 2014

EXHIBIT "A"

(Plans and Specifications)

MAP #2
 I-15 SOUTH LAYTON INTERCHANGE
 CULINARY WATER IMPROVEMENTS



① 750 SOUTH, WEST OF I-15 - A NEW WATER LINE INCLUDING HYDRANTS, PRESSURE REDUCING VALVE, AND CONNECTION TO EXISTING LINE IN 300 EAST. BORE NEW LINE UNDER EXISTING UPRR/UTA RAILS.

② MORGAN STREET AND I-15 WATER LINE CROSSING - THE WATER MODEL INDICATES THE EXISTING 8 INCH WATER LINE SHOULD BE UPSIZED TO A 12 INCH LINE.

③ MAIN STREET - THE WATER MODEL INDICATES THE EXISTING 8 INCH LINE SOUTH OF THE INTERCONNECT NEEDS TO BE UPSIZED TO A 12 INCH LINE.

PIPELINE CROSSING AGREEMENT

Mile Post: 804.2, Salt Lake Subdivision/Branch
Location: Layton, Davis County, Utah

THIS AGREEMENT ("Agreement") is made and entered into as of May 06, 2009, ("Effective Date") by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Licensor") and LAYTON CITY CORPORATION, an Utah municipal corporation to be addressed at 437 N Wasatch Dr, Layton, Utah 84041 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one 13.2 inch pipeline for transporting and conveying water only

across Licensor's track(s) and property (the "Pipeline") in the location shown and in conformity with the dimensions and specifications indicated on the print dated May 04, 2009 and marked Exhibit A, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Two Thousand Dollars (\$2,000.00).

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, attached hereto and hereby made a part hereof.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall

provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 5. INSURANCE.

A. Before commencement of the term of this Agreement and prior to any Pipeline construction, the Licensee or Licensee's contractor shall obtain the required Railroad Protective Liability Insurance, at its sole expense, as specified in Section E on Exhibit C attached hereto and hereby made a part hereof. The Licensee, at its sole expense, shall also provide to the Licensor the other insurance binders, certificates and endorsements described in Exhibit C, and also require that its contractor or subcontractor maintain the insurance coverages as set forth in Exhibit C, naming Licensor as and additional insured.

B. Not more frequently than once every two years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. All insurance correspondence, binders, certificates and endorsements shall be directed to:

Union Pacific Railroad Company
Real Estate Department – Folder No. 02557-19
1400 Douglas Street STOP 1690
Omaha, NE 68179-1690

D. Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Article shall not operate as a waiver of Licensee's obligations hereunder.

E. If the Licensee is a public entity subject to any applicable statutory tort laws, the limits of insurance described in Exhibit C shall be the limits the Licensee then has in effect or which is required by applicable current or subsequent law, whichever is greater, a portion of which may be self-insured with the consent and approval of Licensor.

F. The fact that insurance (including without limitation, self-insurance) is obtained by Licensee or its contractor/subcontractor shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

Article 6. TERM.


This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.


UNION PACIFIC RAILROAD COMPANY

LAYTON CITY CORPORATION

By: _____
Manager - Contracts

By: 
Name Printed: J. Stephen Curtis
Title: MAYOR

Approved as to Form

By: 
Date: 6/10/09

4-21-09

PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING

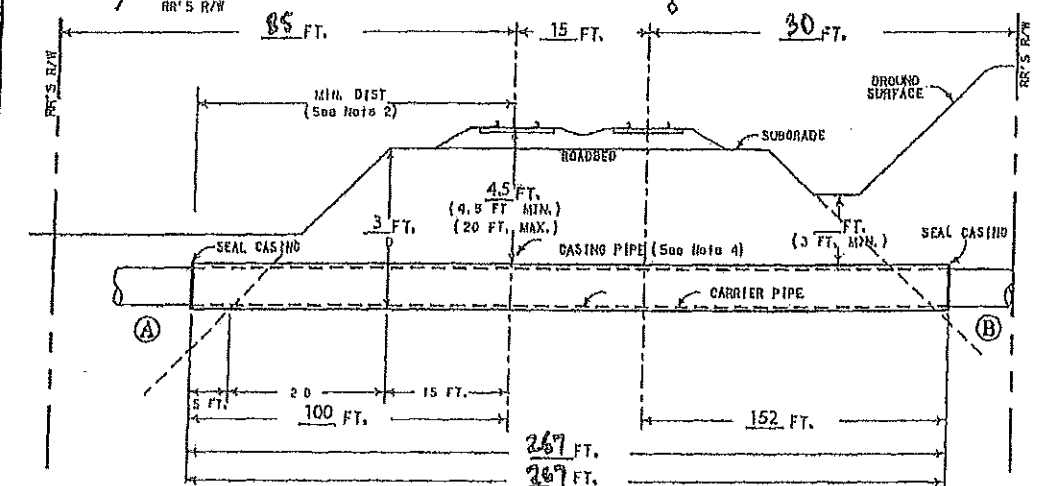
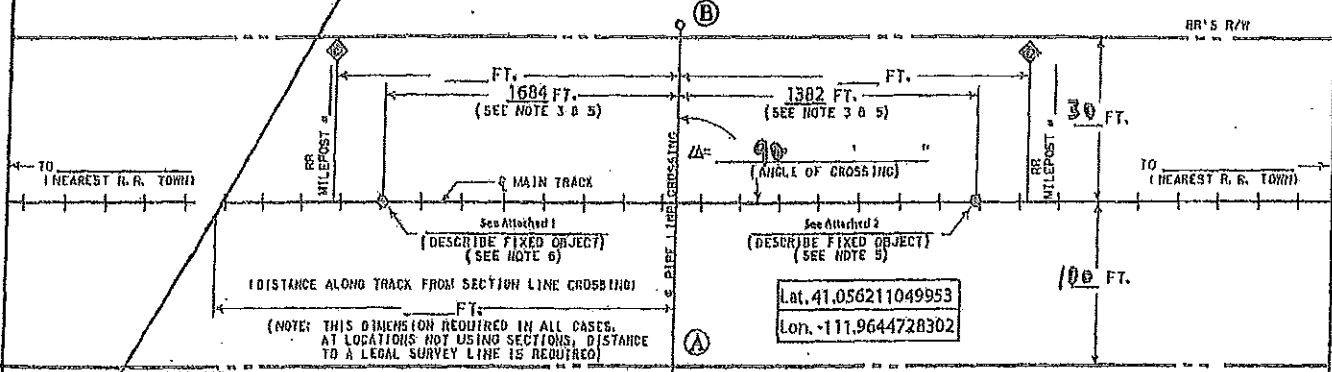


ENCASED NON-FLAMMABLE PIPELINE CROSSING

FORM DR-0404-B
REV 10-22-2007
www.uprr.com
NO SCALE

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

(OR LEGAL SURVEY LINE, WHERE APPLICABLE)
N LINE OF SECTION 20, TOWNSHIP 4, RANGE 1, W MERIDIAN



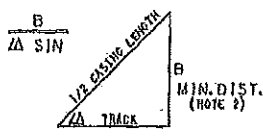
STEEL CASING WALL THICKNESS CHART

MINIMUM THICKNESS	DIAMETER OF CASING PIPE	
2500"	1/4"	12" OR LESS
3125"	5/16"	OVER 12"-18"
3750"	3/8"	OVER 18"-22"
4375"	7/16"	OVER 22"-28"
5000"	1/2"	OVER 28"-34"
5625"	9/16"	OVER 34"-42"
6250"	5/8"	OVER 42"-48"

OVER 48" MUST BE APPROVED BY R.R. CO.

NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING LENGTH WITH ANGLE OF CROSSING OTHER THAN 90°



- NOTES:
- ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM \angle OF TRACK.
 - CASING TO EXTEND BEYOND THE \angle OF TRACK AT RIGHT ANGLES THE GREATER OF 20 + 20 FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
 - MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, \angle OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
 - SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
 - ALLOWABLE FIXED OBJECTS INCLUDE: BACKFALLS OF BRIDGES; \angle OF ROAD CROSSINGS OR OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
 - CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 6 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

A) IS PIPELINE CROSSING WITHIN DEDICATED STREET? C YES; C NO;

B) IF YES, NAME OF STREET MAIN STREET _____

D) DISTRIBUTION LINE C OR TRANSMISSION LINE C

C) CARRIER PIPE:
COMMODITY TO BE CONVEYED WATER
OPERATING PRESSURE 90 PSI
WALL THICKNESS 0.34; DIAMETER 13.2; MATERIAL CLASS 51 DUC

E) CASING PIPE:
WALL THICKNESS 4.375; DIAMETER 24"; MATERIAL STEEL
NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.

F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
C DRY BORE AND JACK (WET BORE NOT PERMITTED);
C TUNNEL; OTHER _____

G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? C YES; C NO;

H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 120 (30' MIN.)

I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE C DOES; C DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. _____

EXHIBIT "A"
(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.
Salt Lake
SUBDIVISION

M. P. 804.2 E. S. 779+442

ENCASED WATER CROSSING AT
LAYTON Davis UT
(NEAREST CITY) (TOWNSHIP) (STATE)

LAYTON CITY CORPORATION (APPLICANT)

RR FILE NO. 0255719 DATE 5-4-09

WARNING
IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE 1-800-336-9193

EXHIBIT "B"

(Water Line Reimbursement Costs and Expenses)

UTAH DEPARTMENT OF TRANSPORTATION
 OFFICE OF THE COMPTROLLER
 4501 SOUTH 2700 WEST
 BOX 14150
 SALT LAKE CITY, UT 84114-1510

BILL TO:
 LAYTON CITY
 437 N. WASATCH DR
 LAYTON CITY, UT 84041

BILLING DATE: 11/23/2010

COOPERATIVE AGREEMENT #: 09-8564/10-8724 ACCOUNT NUMBER: 51018 44T
 PROJECT NUMBER: S-15-8(211)332 PROJECT MANAGER: CHARLES MACE
 PROJECT DESCRIPTION: I-15; SOUTH LAYTON INTERCHANGE CUSTOMER #: VC0000110814

PRELIMINARY BILLING FOR SHARE OF PROJECT COSTS INCURRED

BETTERMENT COSTS PARTIAL ESTIMATE NUMBER 15		PROJECT COSTS	LAYTON CITY SHARE OF COSTS
Item #	Description		
00573007	4M-CULINARY WATER	\$231,000.00	
00573008	4N-SANITARY SEWER	\$257,700.00	
00573009	4O-STORM DRAIN	\$0.00	
00573010	4P-DECORATIVE LIGHTING	\$90,915.00	
00221003	7D-LAYTON CITY - CULINARY WATER	\$216,000.00	
00221004	7E-LAYTON CITY - SANITARY SEWER	\$98,600.00	
00221005	7F-LAYTON CITY - STORM DRAIN	\$0.00	
00221006	7G-LAYTON CITY - LIGHTING	\$0.00	
TOTAL BETTERMENT COSTS			894,215.00
LAYTON CITY TOTAL SHARE OF BETTERMENT COST TO DATE			894,215.00
LESS AMOUNT PREVIOUSLY BILLED			(713,226.00)
AMOUNT OF CURRENT BILLING			120,990.00

ACCOUNT STATUS	
LAYTON CITY TOTAL SHARE OF BETTERMENT COST TO DATE	894,215.00
LESS AMOUNT OF DEPOSIT RECEIVED	0.00
LESS AMOUNT OF PAYMENT RECEIVED	(719,140.00)
TOTAL AMOUNT DUE TO DEPT OF TRANSPORTATION	175,075.00

PLEASE MAKE CHECK PAYABLE TO ABOVE ADDRESS AND REFER ACCOUNT NUMBER ON PAYMENT
 FOR BILLING INQUIRIES PLEASE CALL (801) 965-4011

RECEIVED
 DEC 09 2010
 Layton City P.W.
 ENGINEERING

DOCUMENT WAS
RECEIVED FROM
OUTSIDE SOURCE

WHEN RECORDED, MAIL TO:

STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111
Attn: Guy P. Kroesche, Esq.

CITY OF LAYTON
437 North Wasatch Drive
Layton, Utah 84041
Attention: City Manager

RIGHT OF EARLY ENTRY AND SUPPLEMENTAL AGREEMENT

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation ("*Intermountain Healthcare*"), and the CITY OF LAYTON, a political subdivision of the State of Utah (the "*City*"), hereby agree as follows:

1. Purpose and Intent. In connection with the widening and improvement of that certain public thoroughfare known as Frontage Road from Antelope Drive (2000 North) to 2300 North, in the City of Layton, Davis County, Utah (the "*Public Thoroughfare Improvements*"), the City is constructing a one-way (northbound) public roadway from the northbound on/off ramp of the Antelope I-15 Interchange to 2300 North. In furtherance of the Public Thoroughfare Improvements, the City proposes to:

(a) acquire from Intermountain Healthcare that certain real property particularly described, outlined and highlighted in attached *Exhibit "A"* (the "*Fee Simple Property*");

(b) be granted a perpetual, nonexclusive slope easement, as particularly described; outlined and highlighted in attached *Exhibit "B"* (the "*Slope Easement*");

(c) be granted two (2) perpetual, nonexclusive utility easements, as particularly described, outlined and highlighted in attached *Exhibit "C-1"* (the "*Northern Utility Easement*") and *Exhibit "C-2"* (the "*Southern Utility Easement*") and, together with the Northern Utility Easement, the "*Utility Easements*"; and

(d) be granted a temporary, nonexclusive construction easement, as particularly described, outlined and highlighted in attached *Exhibit "D"* (the "*Temporary Construction Easement*").

The land of which the Fee Simple Property, the Slope Easement, the Utility Easements, and/or the Temporary Construction Easement (collectively, the "*Subject Property*") are a part shall be, and hereby is, referred to as the "*Remaining Intermountain Healthcare Property*."

2. Consideration; Payment of Consideration; Conveyance and Grant. Following the execution and delivery of this Right of Early Entry and Supplemental Agreement (this "*Agreement*"), the City shall, and hereby agrees to, pay to Intermountain Healthcare SIXTY-FOUR THOUSAND TWO HUNDRED TWENTY AND 63/100 DOLLARS (\$64,220.63) (the "*Consideration*");¹ provided that the City's

¹ The total amount of the Consideration was calculated based upon the City's purchase from Intermountain Healthcare of the following: (a) 3,230 square feet of real property (in fee simple), at \$12.25 per square foot (full market value); (b) 1,722 square feet of real property (in fee simple), which is encumbered by an existing utility easement, at \$6.125 per square foot (fifty percent [50%] of market

payment of the Consideration shall be made in accordance with the terms and conditions of the First Amendment to Agreement for the Development of Land, executed and dated of even date herewith, by and between the City and Intermountain Healthcare (the "**First Amendment to Development Agreement**") and, specifically, in the form of a credit against the "**Water Line Reimbursement**" (as that term is defined in the First Amendment to Development Agreement)

In exchange for the Consideration, Intermountain Healthcare agrees to:

(a) transfer and convey the Fee Simple Property and, further, grant the Slope Easement and the Utility Easements to the City (collectively, the "**Conveyances**"), by, in the case of the Fee Simple Property, a General Warranty Deed, the form of which is attached hereto as **Exhibit "E-1"** (the "**Deed**"), by, in the case of the Slope Easement, a Declaration and Grant of Slope Easement, the form of which is attached as **Exhibit "E-2"** (the "**Declaration and Grant of Slope Easement**") and by, in the case of the Utility Easements, a Declaration and Grant of Northern Utility Easement and a Declaration and Grant of Southern Utility Easement, the forms of each of which, respectively, are attached as **Exhibit "E-3"** and **Exhibit "E-4"** (collectively, the "**Declarations and Grants of Utility Easements**"); and

(b) hereby grant the Temporary Construction Easement to the City, subject to the terms and conditions specified in this Agreement and in attached **Exhibit "F,"** free and clear of all liens, restrictions and encumbrances arising by, through and under Intermountain Healthcare, but not otherwise.

Notwithstanding the foregoing, including without limitation the Deed, the Declaration and Grant of Slope Easement and the Declarations and Grants of Utility Easements for both the Northern Utility Easement and the Southern Utility Easement, the Fee Simple Property, the Slope Easement, the Utility Easements and the Temporary Construction Easement are, and shall be, subject to any and all restrictions, reservations and other conditions of record as may be disclosed by a record examination of title and/or a physical inspection of the Subject Property.

3. Grant of Right of Early Entry; Project Completion Date; Plans and Specifications. Prior to the Conveyance, the City desires and has requested permission to enter upon and take possession of the Subject Property, solely for the purpose of commencing the construction of the Public Thoroughfare Improvements (the "**Right of Early Entry**"). Intermountain Healthcare shall and hereby agrees to grant the Right of Early Entry and the Temporary Construction Easement to the City, subject to the terms and conditions set forth in this Agreement and in attached **Exhibit "F"** and, further, subject to any and all restrictions, reservations and other conditions of record as may be disclosed by a record examination of title and/or a physical inspection of the Subject Property; provided that, the Right of Early Entry and the Temporary Construction Easement shall terminate no later than October 31, 2014 (the "**Project Completion Date**"); and provided that use of the Right of Early Entry by the City shall be limited to those activities reasonably related to the construction of the Public Thoroughfare Improvements, which Public Thoroughfare Improvements shall be designed, installed, constructed, and completed substantially in accordance with, and as set forth and described in, the plans and specifications attached as **Exhibit "G"** (collectively, the "**Plans and Specifications**").

4. The Work; Agreement Regarding Access. The City, as further specified below, shall take or cause to be taken such actions as may be necessary or appropriate to permit, and complete the design, installation and construction associated with, the Public Thoroughfare Improvements, including without

value); (c) 559 square feet of slope easement, at \$6.125 per square foot (fifty percent [50%] of market value); (d) 1,481 square feet for an expansion of existing utility easements, at \$6.125 per square foot (fifty percent [50%] of market value); and (e) 6,575 square feet of temporary construction easement, at \$0.245 per square foot, for a total of \$64,220.63.

limitation the design, installation and construction of any hardscape and landscape improvements near, adjacent and/or contiguous to the Remaining Intermountain Healthcare Property (the “*Work*”), which shall be performed in accordance with any and all applicable ordinances, laws and regulations, including without limitation those related to sensitive lands and wetlands, and building, fire, sanitary, safety and other relevant matters, in a good and workmanlike manner and, except as otherwise agreed by Intermountain Healthcare and the City, at the City’s sole cost and expense, and which shall be completed on or before the Project Completion Date. In this connection, which obligations shall survive the expiration or other termination of this Agreement, the City agrees to:

(a) promptly repair any damage which may arise to the Subject Property and/or any Remaining Intermountain Healthcare Property, as and to the extent any such damage is in any way caused by the exercise of the rights and privileges granted herein;

(b) keep the Temporary Construction Easement property, together with any Remaining Intermountain Healthcare Property, and, pending the Conveyance, the Fee Simple Property, free from any liens, claims, encumbrances and liabilities arising out of work performed, materials furnished or obligations incurred in furtherance of the Work or otherwise by or at the direction of the City;

(c) indemnify, defend and save harmless Intermountain Healthcare from any and all liens, claims, encumbrances, and liabilities arising out of the Work and/or any work performed or materials furnished by or at the direction of the City;²

(d) ensure that, at all times during the course of the Work or the Public Thoroughfare Improvements, there shall be commercially reasonable and continuous access to and from the Remaining Intermountain Healthcare Property;

(e) ensure that, at all times during the course of the Work or the Public Thoroughfare Improvements, any utilities (e.g., without limitation, gas, sewer, storm drainage, power and water) affected by the Work or the Public Thoroughfare Improvements shall be available to, and without interruption, continue to serve the Remaining Intermountain Healthcare Property; and

(f) except in exigent circumstances or to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, or for traffic regulation and control, not to erect, locate or construct any fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of and access to the Subject Property or the Remaining Intermountain Healthcare Property, without Intermountain Healthcare’s advance written consent (which may be withheld in Intermountain Healthcare’s reasonable discretion).

5. Reservation of Rights; Related Matters. The parties acknowledge and agree that any amounts or other consideration paid by the City (including without limitation the Consideration) to Intermountain Healthcare hereunder shall be for purposes of this Agreement only and, otherwise, shall not be admissible in evidence or otherwise, in any proceeding of any kind or nature relating to any Remaining

² Notwithstanding any term or condition of this Agreement, Intermountain Healthcare and the City understand that, as and to the extent applicable, the City does not waive any provisions of the Utah Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the “*Act*”); provided that, pursuant to Section 63G-7-301(1)(a) of the Act, the City hereby confirms its waiver of immunity from suit for any actions or claims arising out of or resulting from the City’s contractual obligations set forth herein; provided further that, otherwise, nothing in this Agreement shall be construed as a waiver by the City of any other protections, rights, or defenses applicable to the City under the Act, including, without limitation, the provisions of Section 63G-7-604 of the Act regarding limitation of judgments; and provided that the City does not have any obligation to indemnify Intermountain Healthcare from any claims or damages caused by Intermountain Healthcare’s actions or omissions.

Intermountain Healthcare Property, whether in furtherance of the Public Thoroughfare Improvements or otherwise. In this connection, the City understands, acknowledges and agrees that this Agreement is entered into without prejudice to Intermountain Healthcare's rights to contest the amount of compensation offered or to be paid to Intermountain Healthcare for any Remaining Intermountain Healthcare Property, whether in furtherance of the Public Thoroughfare Improvements or otherwise. Further, notwithstanding any term or condition of this Agreement, this Agreement does not obligate Intermountain Healthcare to transfer or convey any Remaining Intermountain Healthcare Property or any part of the Temporary Construction Easement property to the City for purposes of the Public Thoroughfare Improvements, the Work or otherwise. Further, the City acknowledges, confirms and agrees that, as a condition precedent to the execution and delivery of this Agreement (and as a condition precedent to the effectiveness of, and as an inducement for, this Agreement), in connection with the construction of the Public Thoroughfare Improvements and/or at such time as Intermountain Healthcare shall develop the Remaining Intermountain Healthcare Property (or any part thereof), Intermountain Healthcare shall have the right, and be entitled, to design and construct, at Intermountain Healthcare's sole cost and expense, one (1) or more curb cuts and driveways near, adjacent or contiguous to the Public Thoroughfare Improvements (individually and collectively, the "*Access Ways*"), which Access Ways shall provide continuous, commercially reasonable access to and from the Public Thoroughfare Improvements and the Remaining Intermountain Healthcare Property. Further, the failure of a party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other party.

6. Termination; Remedies. In the event that the City or Intermountain Healthcare, as the case may be, shall fail to perform, in any material respect, their respective obligations under this Agreement, the City or Intermountain Healthcare acknowledge and agree that the other party may not have an adequate remedy at law for the breach or threatened breach and, as such, the City or Intermountain Healthcare, as the case may be, may (a) extend the Conveyance date for such period as may be necessary or appropriate to allow the City or Intermountain Healthcare, as the case may be, to perform its obligations under this Agreement, (b) take or cause to be taken such actions as may be necessary or appropriate to satisfy any such obligations (with a credit for any costs or expenses incurred in that regard, as the case may be, credited against or added to the Consideration) or (c) file a suit in equity to enjoin the City or Intermountain Healthcare, as the case may be, from such breach or threatened breach and/or for specific performance of any such obligations under this Agreement.

7. Governing Law; Survival. This instrument shall be governed by and construed in accordance with the laws of the State of Utah. This instrument, at the option of either party, may be recorded in the official real estate records of Davis County, Utah. Except as otherwise specified in this Agreement, the terms, conditions, covenants, and agreements set forth in this Agreement shall survive the execution and delivery of the Deed and/or the Conveyance; provided that, except as otherwise specified in this Agreement, this Agreement shall terminate upon completion of the Public Thoroughfare Improvements and satisfaction of any other obligations of the parties under the terms and conditions of this Agreement.

8. Successors and Assigns. All of the provisions in this instrument, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that nothing in this instrument is intended to create an enforceable right, claim or cause of action by any third party against any party hereto.

9. Notices. All communications, consents, and other notices provided for in this Agreement shall be in writing and shall be effective on the date hand delivered, sent by facsimile, sent by nationally-recognized, overnight courier, or mailed by registered or certified mail, return receipt requested, postage

prepaid, and addressed as first set forth in this Agreement or to such other address as a party may designate, in writing.

10. Miscellaneous. This Agreement may not be modified except with the consent of the City and Intermountain Healthcare, and, then, only by written instrument duly executed and acknowledged and recorded in the official real estate records of Davis County, Utah. Except in exigent circumstances or in the case of any default under subparagraphs 4(d) and/or (e), above, no party shall be deemed to be in default of any provision hereof except upon the expiration of twenty (20) days from receipt of written notice specifying the particulars in which such person has failed to perform the obligations hereunder, unless such party, prior to the expiration of said twenty (20) days, has rectified the particulars specified in said notice. However, again, except in exigent circumstances or in the case of any default under subparagraphs 4(d) and/or (e), above, such party shall not be deemed to be in default if such failure cannot be rectified within said twenty (20) day period and such person is using good faith and its best reasonable efforts to rectify the particulars specified in the notice of default. The provisions hereof are not intended to create, and shall not in any way be interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This instrument contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions hereof shall be construed as a whole and not strictly for or against any party.

11. Possession; Risk of Loss. POSSESSION OF, RISK OF LOSS TO, AND RESPONSIBILITY FOR THE SUBJECT PROPERTY SHALL BE DELIVERED TO THE CITY AS OF THE DATE OF THE RIGHT OF EARLY ENTRY OR THE CONVEYANCE, WHICHEVER IS EARLIER, AND THE CITY CONFIRMS, ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THE DEED, IT SHALL ACCEPT THE SUBJECT PROPERTY IN THE CONDITION IN WHICH THEY EXIST (THAT IS, "AS IS" AND "WHERE IS", "WITH ALL FAULTS"), WITHOUT ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW.

DATED as of the 18th day of September, 2014.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By: _____
Print Name: _____
Its: _____

CITY OF LAYTON, a political subdivision of the State of Utah

By: _____
Print Name: _____
Its: Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Print Name: _____
Its: City Recorder

By: Tyson Willis
Print Name: Tyson Willis
Its: City Attorney

Dated this ___ day of September, 2014

Dated this 18th day of September, 2014

(acknowledgements follow)

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing Right of Early Entry and Supplemental Agreement was acknowledged before me this ____ day of September, 2014, by _____, the _____ of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation.

NOTARY SIGNATURE AND SEAL

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

The foregoing Right of Early Entry and Supplemental Agreement was acknowledged before me this ____ day of September, 2014, by _____, the Mayor of the CITY OF LAYTON, a political subdivision of the State of Utah.

NOTARY SIGNATURE AND SEAL

EXHIBIT "A"

(Description of the Fee Simple Property)

That certain real property located in Davis County, State of Utah, more particularly described as follows:

PARCEL ONE:

BEGINNING AT A POINT NORTHEASTERLY RIGHT-OF-WAY LINE & NO-ACCESS LINE OF THE INTERSTATE 15 FREEWAY RAMP SAID POINT ALSO BEING LOCATED ON A CURVE SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 423.20 FEET AND WEST 589.47 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTH 57°33'00" WEST ALONG THE NORTHEASTERLY LINE OF SAID RIGHT-OF-WAY LINE 122.24 FEET; THENCE NORTH 00°11'00" EAST 59.32 FEET; THENCE SOUTH 54°14'00" EAST 44.22 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 383.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17°56'50" A DISTANCE OF 120.13 FEET (CHORD BEARS SOUTH 34°06'20" EAST 119.64) TO THE POINT OF BEGINNING.

CONTAINS 3,601 SQ. FT. (0.08 ACRES) (APPROX.).

PARCEL TWO:

BEGINNING AT A POINT ON A CURVE SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 680.63 FEET AND WEST 693.62 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE SOUTHEASTERLY ALONG THE ARC OF A 383.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25°20'50" A DISTANCE OF 169.66 FEET (CHORD BEARS SOUTH 13°20'50" EAST 168.28 FEET; THENCE NORTH 54°14'00" WEST 49.45 FEET; THENCE NORTH 00°11'03" EAST 134.83 FEET; THENCE NORTH 89°47'00" EAST 0.85 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING.

CONTAINS 1,730 SQ. FT. (0.04 ACRES) (APPROX.).

EXHIBIT "B"

(Description of the Slope Easement)

That certain real property located in Davis County, State of Utah, more particularly described as follows:

BEGINNING AT A POINT NORTHEASTERLY RIGHT-OF-WAY LINE & NO-ACCESS LINE OF THE INTERSTATE 15 FREEWAY RAMP SAID POINT ALSO BEING LOCATED ON A CURVE SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 146.27 FEET AND WEST 341.14 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE ALONG THE ARC OF A 233.62 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°42'00" A DISTANCE OF 112.95 FEET (CHORD BEARS NORTH 16°01'10" WEST 111.85 FEET); THENCE SOUTH 38°31'08" EAST 1.39 FEET; THENCE SOUTH 29°05'40" EAST 37.54 FEET; THENCE SOUTH 21°44'14" EAST 48.09 FEET; THENCE SOUTH 10°23'26" EAST 29.44 FEET TO A POINT ON THE NORTH LINE OF A UDOT PROJECT NO. S-0108(31)0, AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER AS ENTRY NO. 2807192 BOOK 6034 PAGE 86-87; THENCE NORTH 89°59'27" WEST ALONG SAID NORTH LINE 11.37 FEET TO A POINT ON SAID NORTHEASTERLY LINE AND THE POINT OF BEGINNING.

CONTAINS 559 SQ. FT. (APPROX.).

EXHIBIT "C"

(Descriptions of the Utility Easements)

Exhibit "C-1"

(Description of the Northern Utility Easement)

That certain real property located in Davis County, State of Utah, more particularly described as follows:

EASEMENT PARCEL ONE:

BEGINNING AT A POINT NORTHEASTERLY RIGHT-OF-WAY LINE & NO-ACCESS LINE OF THE INTERSTATE 15 FREEWAY RAMP SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 411.11' AND WEST 570.42 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTH 57°33'00" WEST ALONG SAID NORTHEASTERLY LINE 22.53 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF 383.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17°56'50" A DISTANCE OF 120.13 FEET (CHORD BEARS NORTH 34°06'20" WEST 119.64 FEET); THENCE SOUTH 54°14'00" EAST 10.51 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 378.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19°51'40" A DISTANCE OF 131.21 FEET (CHORD BEARS SOUTH 36°27'10" EAST 130.5 FEET) TO A POINT ON SAID NORTHEASTERLY LINE AND THE POINT OF BEGINNING.

CONTAINS 626 SQ. FT. (APPROX.).

EASEMENT PARCEL TWO:

BEGINNING AT A POINT ON A CURVE SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 510.56 FEET AND WEST 645.46 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTH 54°14'00" WEST 10.83 FEET; TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A 383.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°21'00" A DISTANCE OF 169.66 FEET (CHORD BEARS NORTH 13°20'50" WEST 168.28 FEET); THENCE NORTH 89°46'29" EAST 5.00 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 378.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°47'10" A DISTANCE OF 176.96 (CHORD BEARS SOUTH 14°04'20" EAST 175.35 FEET) TO THE POINT OF BEGINNING.

CONTAINS 867 SQ. FT. (APPROX.).

Exhibit "C-2"

(Description of the Southern Utility Easement)

That certain real property located in Davis County, State of Utah, more particularly described as follows:

BEGINNING AT A POINT NORTHEASTERLY RIGHT-OF-WAY LINE & NO-ACCESS LINE OF THE INTERSTATE 15 FREEWAY RAMP SAID POINT ALSO BEING LOCATED ON A CURVE SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 146.27 FEET AND WEST 341.14 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE ALONG THE ARC OF A 233.62 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°35'20" A DISTANCE OF 47.26 FEET (CHORD BEARS NORTH 07°57'50" WEST 47.18 FEET) TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 243.24 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°17'10" A DISTANCE OF 47.92 FEET (CHORD BEARS SOUTH 12°23'50" EAST 47.84 FEET) TO A POINT ON THE NORTH LINE OF A UDOT PROJECT NO. S-0108(31)0, AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER AS ENTRY NO. 2807192 BOOK 6034 PAGE 86-87; THENCE NORTH 89°59'27" WEST ALONG SAID NORTH LINE 3.74 FEET TO A POINT ON SAID NORTHEASTERLY LINE AND THE POINT OF BEGINNING.

CONTAINS 87 SQ. FT. (APPROX.).

EXHIBIT "D"

(Description of the Temporary Construction Easement)

That certain real property located in Davis County, State of Utah, more particularly described as follows:

BEGINNING ON THE NORTH LINE OF A UDOT PROJECT NO. S-0108(31)0, AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER AS ENTRY NO. 2807192 BOOK 6034 PAGE 86-87, SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 146.27 FEET AND WEST 329.77 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION RUNNING THENCE NORTH 10°23'26" WEST 29.44 FEET; THENCE NORTH 21°44'14" WEST 48.09 FEET; THENCE NORTH 29°05'40" WEST 37.54 FEET; THENCE NORTH 38°31'08" WEST 1.39 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A 233.62 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°40'50" A DISTANCE OF 112.86 FEET (CHORD BEARS NORTH 43°42'30" WEST 111.77 FEET); THENCE NORTH 57°33'00" WEST 142.65 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A 378.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 45°42'10" A DISTANCE OF 301.92 FEET (CHORD BEARS NORTH 23°31'50" WEST 293.98 FEET); THENCE NORTH 89°47'00" EAST 12.00 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 366.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 57°16'10" A DISTANCE OF 366.33 FEET (CHORD BEARS SOUTH 29°19'40" EAST 351.27 FEET); THENCE SOUTH 57°57'48" EAST 62.14 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 251.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16°40'20" A DISTANCE OF 73.19 FEET (CHORD BEARS SOUTH 49°37'40" EAST 72.93 FEET); THENCE SOUTH 43°54'34" EAST 48.37 FEET; THENCE SOUTH 29°05'40" EAST 39.30 FEET; THENCE SOUTH 21°44'14" EAST 50.05 FEET; THENCE SOUTH 10°23'26" EAST 32.83 FEET TO A POINT ON SAID NORTH LINE; THENCE NORTH 89°59'27" WEST ALONG SAID NORTH LINE 12.20 FEET TO THE POINT OF BEGINNING.

CONTAINS 6,575 SQ. FT. (APPROX.).

EXHIBIT "E"

(Conveyance Documents)

Exhibit "E-1"
(Form of Deed)

WHEN RECORDED, MAIL TO:

STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111
Attention: Guy P. Kroesche, Esq.

CITY OF LAYTON
437 North Wasatch Drive
Layton, Utah 84041
Attention: City Manager

GENERAL WARRANTY DEED

(Davis County, Utah)

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (also known as IHC Health Services, Inc., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.), as grantor, hereby CONVEYS AND WARRANTS, against any and all persons claiming by through or under it, but not otherwise, to the CITY OF LAYTON, a political subdivision of the State of Utah, Grantee, for the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, that certain real property located in Davis County, State of Utah, as particularly described and outlined in, and subject to the terms and conditions of, attached *Schedule "A"*.

DATED as of the 18th day of September, 2014.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.)

By: _____
Print Name: _____
Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing General Warranty Deed was acknowledged before me this ____ day of September, 2014, by _____, the _____ of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.).

NOTARY SIGNATURE AND SEAL

Schedule "A"

That certain real property located in Davis County, State of Utah, more particularly described as follows:

PARCEL ONE:

BEGINNING AT A POINT NORTHEASTERLY RIGHT-OF-WAY LINE & NO-ACCESS LINE OF THE INTERSTATE 15 FREEWAY RAMP SAID POINT ALSO BEING LOCATED ON A CURVE SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 423.20 FEET AND WEST 589.47 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTH 57°33'00" WEST ALONG THE NORTHEASTERLY LINE OF SAID RIGHT-OF-WAY LINE 122.24 FEET; THENCE NORTH 00°11'00" EAST 59.32 FEET; THENCE SOUTH 54°14'00" EAST 44.22 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 383.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17°56'50" A DISTANCE OF 120.13 FEET (CHORD BEARS SOUTH 34°06'20" EAST 119.64) TO THE POINT OF BEGINNING.

CONTAINS 3,601 SQ. FT. (0.08 ACRES) (APPROX.).

PARCEL TWO:

BEGINNING AT A POINT ON A CURVE SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 680.63 FEET AND WEST 693.62 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE SOUTHEASTERLY ALONG THE ARC OF A 383.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25°20'50" A DISTANCE OF 169.66 FEET (CHORD BEARS SOUTH 13°20'50" EAST 168.28 FEET; THENCE NORTH 54°14'00" WEST 49.45 FEET; THENCE NORTH 00°11'03" EAST 134.83 FEET; THENCE NORTH 89°47'00" EAST 0.85 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING.

CONTAINS 1,730 SQ. FT. (0.04 ACRES) (APPROX.).

SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN RIGHT OF EARLY ENTRY AND SUPPLEMENTAL AGREEMENT, DATED AS OF SEPTEMBER 18, 2014, BY AND BETWEEN GRANTOR AND GRANTEE, AND SUBJECT TO ANY AND ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS OF RECORD AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE AND/OR A PHYSICAL INSPECTION OF THE SUBJECT PROPERTY.

Exhibit "E-2"

(Form of Declaration and Grant of Slope Easement)

WHEN RECORDED, MAIL TO:

STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111
Attention: Guy P. Kroesche, Esq.

CITY OF LAYTON
437 North Wasatch Drive
Layton, Utah 84041
Attention: City Manager

**DECLARATION AND GRANT
OF SLOPE EASEMENT**

(Davis County, Utah)

This Declaration and Grant of Slope Easement (this "**Declaration and Grant**") is made and entered into, and shall be effective, as of September 18, 2014 (the "**Effective Date**"), by and between IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.) ("**Grantor**" or "**Intermountain Healthcare**"), and the CITY OF LAYTON, a political subdivision of the State of Utah ("**Grantee**" or the "**City**").

RECITALS

WHEREAS, Grantor owns that certain real property located in the City of Layton, Davis County, Utah, as more particularly described and outlined in attached **Schedule "A"** (the "**Grantor Property**");

WHEREAS, Grantee desires to receive a nonexclusive, perpetual and limited right-of-way and easement over and across a portion of the surface of the Grantor Property, as more particularly described and outlined in attached **Schedule "B"** (the "**Slope Easement Property**"), for the purpose of depositing clean fill dirt and, at or below surface level, other reasonably necessary accessories and appurtenances for the purpose of providing lateral support in connection with the widening and reconstruction of that certain public thoroughfare known as Frontage Road from Antelope Drive (2000 North) to 2300 North (the "**Public Thoroughfare**"), and no more (the "**Limited Use**"); and

WHEREAS, Grantor is willing to grant to Grantee a nonexclusive, perpetual and limited right-of-way and easement over and across the Slope Easement Property solely for purposes of the Limited Use, subject to the terms and conditions of this Declaration and Grant.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this Declaration and Grant, Grantor and Grantee agree as follows:

TERMS

1. Grantor hereby grants and conveys to Grantee, free and clear of all liens, restrictions and encumbrances arising by, through and under Intermountain Healthcare, but not otherwise, a nonexclusive, perpetual and limited easement and right-of-way under and through the Slope Easement Property solely for purposes of the Limited Use (the "**Slope Easement**"); provided that Grantee shall use its best reasonable efforts to, except in the case of an emergency, notify Grantor not less than five (5) days in advance of its intent to enter upon the Slope Easement Property; and provided further that nothing

contained in this Declaration and Grant shall be deemed or considered to be a dedication of all or any part of the Slope Easement Property or the Grantor Property for the general public or for any other public purpose whatsoever.

2. Exclusive use of the Slope Easement Property is not hereby granted, and the use of the Slope Easement Property in common with Grantee hereby is expressly reserved by Grantor. Further, Grantor reserves the right to make any use of the Slope Easement Property, so long as any such use does not unreasonably interfere with the nonexclusive and limited right and easement which is herein granted, including the stability of the Slope Easement.

3. The use by the holders of the dominant tenements of the easement granted herein shall be limited to the uses as are described herein, which uses shall be made in such a manner as to least interfere with the use of the servient tenements by the owners and lessees thereof.

4. In consideration of the terms and conditions hereof, Grantee acknowledges, covenants and agrees that:

a. Except as necessary for the Limited Use, the Slope Easement Property shall not be altered or modified by Grantee in any material respect without the advance written consent of Grantor, which may be withheld or conditioned in Grantor's sole discretion; provided that, notwithstanding the foregoing, pursuant to landscape plans reasonably acceptable to, and reasonably approved (in advance) by, Grantor, Grantee shall be solely responsible for the landscaping, which shall be completed no later than the completion date of the Public Thoroughfare and, thereafter, the maintenance of the Slope Easement Property; provided that, further, Grantor shall have the right to monitor the improvement of the Slope Easement Property; and provided that, in any case, the slope of the fill dirt deposited upon the Slope Easement Property hereunder shall not be steeper than three (3) to one (1) (horizontal to vertical).

b. If, in connection with the use, occupation and enjoyment of the Slope Easement hereby granted, any landscape, hardscape, street, road, sidewalk or other improvements of Grantor are damaged or destroyed by Grantee, then, within thirty (30) days thereafter (or such additional reasonable time as may be required by the circumstances, not to exceed ninety (90) days, so long as Grantee shall commence any such repair or replacement within such thirty (30) day period and prosecute the same with reasonable due diligence), Grantee shall repair or replace any and all such damaged or destroyed improvements, in a first-class professional manner, to a condition substantially identical to that existing before any such damage or destruction.

c. Grantee shall, within ten (10) days after the Grantor's request, execute and deliver to Grantor an estoppel certificate in favor of Grantor and such other persons as Grantor shall request setting forth any reasonably requested information regarding the Slope Easement Property, and Grantor and such other persons shall be entitled to rely on any such estoppel certificate.

d. All activities by or at the direction of Grantee with respect to the right-of-way and easement granted herein, as well as the Limited Use, shall be pursued diligently to completion.

e. Grantee shall not permit any lien or claim of mechanics, laborers or materialmen to be filed against the Slope Easement Property, the Grantor Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by Grantee.

f. Notwithstanding any other term and condition of this Declaration and Grant or the termination or expiration hereof, Grantee acknowledges and agrees that, as and to the extent arising by

reason of the Limited Use, Grantee shall indemnify, defend and hold harmless Grantor therefor and from and against any and all losses, claims, costs, expenses, or damages arising or caused, in whole or in part, by (i) any breach by Grantee, inclusive of its agents, representatives and/or employees, of the terms and conditions of this Declaration and Grant, and/or (ii) any actions or omissions of Grantee, inclusive of its agents, representatives and/or employees.

g. It is expressly acknowledged and understood by the parties that none of the Limited Use shall be insured by Intermountain Healthcare under any insurance it may carry upon the Grantor Property or the Slope Easement Property, as the case may be, and, further, Intermountain Healthcare shall not be required under any circumstances to perform or cause to be performed any part or all of the work associated with the Limited Use.

h. By reason of the Limited Use and/or Grantee's use and enjoyment of the Slope Easement hereunder, Grantee shall not permit any contamination, dumping or other environmental waste to be left, disposed on or contaminate the Slope Easement Property and, further, shall not create, exacerbate or cause any "**Environmental Condition**" (as defined below) on or about the Grantor Property (inclusive of the Slope Easement Property). For purposes hereof, "**Environmental Condition**" means (i) contamination or pollution of soil, air, surface or groundwater, (ii) the disposal, placement, existence, presence or release or threat of release of a "**Hazardous Material**" (as defined below) and the affects thereof, (iii) noncompliance with or violation of "**Applicable Law**" (as defined below) including, without limitation, any lack of required governmental permits or approvals, "**Hazardous Material**" means (iv) any substance, the presence of which requires investigation, remediation, or other response or corrective action under Applicable Law, or (v) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to Applicable Law, or (vi) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons, and "**Applicable Law**" means all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution.

i. Grantee shall have no right, interest or easement in or to the Slope Easement Property other than the Slope Easement granted pursuant to this Declaration and Grant and, further, without limiting the generality of the foregoing, Grantee shall (i) design, construct and maintain the Slope Easement Property in stable condition, without any erosion, sloughing or similar slippage of any kind or nature; (ii) unless otherwise agreed by Grantor, ensure that adjacent and contiguous portions of the Slope Easement Property and the Grantor Property are reasonably accessible and homogenous; (iii) during any construction, maintenance or repair of the Slope Easement Property, take or cause to be taken such actions as may be necessary or appropriate to ensure adequate and sufficient drainage of the Slope Easement Property and to prevent damage to the Grantor Property as a result of any improvement of the Slope Easement Property and/or any construction or maintenance of the Public Thoroughfare; (iv) take or cause to be taken such actions as may be necessary or appropriate to mitigate any adverse effects of any use of the Slope Easement, including without limitation protecting against any sedimentation in the event of inclement weather and seeding, providing ground cover and/or watering the Slope Easement Property for dust control purposes; and (v) not channel storm water or deposit snow or ice from the Public Thoroughfare upon the Slope Easement Property or any part thereof, with the understanding that the Public Thoroughfare shall be designed, constructed and maintained in a width and with a drainage system to preclude any drainage or deposit on the Slope Easement Property.

j. Notwithstanding the obligations of Grantee set forth in subparagraph 4(a), above, Grantor shall have the right, but not the obligation, to landscape or otherwise improve or use any part or

all of the Slope Easement Property, so long as any such use or activity does not impair the lateral support for the Public Thoroughfare; provided that, notwithstanding any other term or condition hereof, Grantor shall not have any obligation for the design, construction, maintenance, or repair of the Slope Easement Property or any part thereof.

The agreements, indemnities, terms and conditions set forth in this Paragraph shall survive the rescission, cancellation or termination of this Declaration and Grant and/or that certain Right of Early Entry and Supplemental Agreement, together with any documents referenced therein, between the parties hereto, dated as of the 18th day of September, 2014.

5. Except as otherwise may be required by Grantor under the Right of Early Entry and Supplemental Agreement described above, in exigent circumstances or to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, or for traffic regulation and control, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of and access to the Slope Easement Property shall be constructed or erected by Grantor or, without Grantor's advance written consent (which may be withheld, conditioned or delayed in Grantor's sole discretion), Grantee.

6. It is the intention of Grantor that this Declaration and Grant be strictly limited to the purposes expressed herein, subject to and limited as follows:

a. The limitation that Grantee's rights hereunder shall not be exercised in any manner which substantially interferes (i) with the purposes for which the Slope Easement Property is to be used as provided herein, or (ii) with the rights and easements of any other grantee.

b. The right of any other governmental or quasi-governmental body having jurisdiction over the Slope Easement Property or the Grantor's Property at any time and from time to time, and any other private or public utility company serving the Slope Easement Property or the Grantor's Property, of access to, and rights of ingress and egress over and across, any of the Slope Easement Property for purposes of providing any governmental, municipal or utilities services, so long as any such use, permits, licenses or easements shall not impair the lateral support for the Slope Easement.

c. The right of the Grantor, in its sole discretion, to use and/or to grant permits, licenses and easements over, across, through and under the Slope Easement Property to any governmental or quasi-governmental authority, to any other public or private utility company or to any other person or entity, for the purpose of installing, maintaining or providing utilities and related facilities or for any other lawful purpose.

7. The term "**Grantor**" as used herein shall mean only the owner or owners of the fee title to the Slope Easement Property at the time in question and in the event of any transfer of such title or interest, the Grantor herein named (and in case of any subsequent transfers, the then Grantor) shall be relieved from and after the date of such transfer of all liability as respects Grantor's obligations, if any, thereafter to be performed. The obligations contained in this Declaration and Grant to be performed by Grantor shall, subject as aforesaid, be binding upon Grantor's successors and assigns, only during their respective periods of ownership. This Declaration and Grant (a) shall constitute a covenant running with the land, (b) shall benefit and bind every person having a fee, leasehold or other interest in any portion of any affected property, to the extent that such portion is benefited, affected or bound by this Declaration and Grant, and (c) shall benefit and be binding upon any owner of any such affected property acquiring title by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, voluntary conveyance, or otherwise.

8. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

9. The provisions of this Declaration and Grant are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Declaration and Grant contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration and Grant shall be construed as a whole and not strictly for or against any party.

10. This Declaration and Grant shall be governed by and construed in accordance with the laws of the State of Utah. This Declaration and Grant shall be recorded in the official real estate records of Davis County, Utah. Further, the recitals set forth above, together with the exhibits attached hereto, are incorporated in and made an integral part of this Declaration and Grant by this reference.

11. Nothing in this Declaration and Grant is intended to create an enforceable right, claim or cause of action by any third party against any party to this Declaration and Grant. This Declaration and Grant may not be modified except with the consent of Grantor and Grantee, and then only by written instrument duly executed and acknowledged and recorded in the official real estate records of Davis County, Utah.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.)

By: _____
Print Name: _____
Its: _____

CITY OF LAYTON, a political subdivision of the State of Utah

By: _____
Print Name: _____
Its: Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Print Name: _____
Its: City Recorder

By: _____
Print Name: _____
Its: City Attorney

Dated this __ day of September, 2014

Dated this __ day of September, 2014

(acknowledgements follow)

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing Declaration and Grant of Slope Easement was acknowledged before me this ____ day of September, 2014, by _____, the _____ of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.).

NOTARY SIGNATURE AND SEAL

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing Declaration and Grant of Slope Easement was acknowledged before me this ____ day of September, 2014, by _____, the _____ of the CITY OF LAYTON, a political subdivision of the State of Utah.

NOTARY SIGNATURE AND SEAL

Schedule "A"

(Description of Grantor Property)

Two parcels of land situated in the SE1/4SE1/4 of Section 7, Township 4 North, Range 1 West, S.L.B. & M. in Davis County, State of Utah, more particularly described as follows:

PARCEL ONE:

BEG AT A PT ON THE E LINE OF PPTY CONV IN SWD RECORDED 06/06/2014 AS E# 2807192 BK 634 PG 86; SD PT BEING N 0°11'03" E ALG THE SEC LINE 66.00 FT & S 89°47'00" W 33.00 FT & N 00°11'03" E 617.25 FT & S 89°47'00" W 9.45 FT FR THE SE COR OF SEC 7-T4N-R1W, SLM; & RUN TH S 02°58'37" W 5.42 FT; TH S 00°11'05" W 103.15 FT; TH S 03°59'54" W 120.27 FT; TH S 00°11'03" W 342.96 FT; TH S 33°32'20" W 24.53 FT; TH N 88°00'56" W 26.37 FT; TH N 89°32'41" W 36.40 FT; TH N 00°27'19" E 9.00 FT; TH N 89°32'41" W 14.00 FT; TH S 00°27'19" E 9.00 FT; TH N 89°32'41" W 46.94 FT; TH N 00°00'33" E 53.42 FT; TH N 89°59'27" W 21.15 FT TO A PT OF A 226.48 FT RAD CURVE TO THE LEFT; TH NWLY 143.66 FT ALG THE ARC OF SD CURVE (LC BEARS N 36°10'1" W 141.50 FT) TO A PT OF TANGENCY; TH N 54°14' W ALG SD E'LY LINE 492.06 FT; TH N 0°11'03" E 134.83 FT; TH N 89°47' E 661.58 FT TO THE W LINE OF 1200 WEST STR; TH S 0°11'03" W ALG SD W LINE 617.25 FT TO THE POB. CONT. 5.639 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

(For reference purposes only: Tax Parcel No. 09-023-0089)

PARCEL TWO:

BEGINNING AT THE SOUTHEAST CORNER OF SAID ENTIRE TRACT AT A POINT 66 FT. N. 0°11'03" E. AND 198 FT. S. 89°47' W. FROM THE SOUTHEAST CORNER OF SAID SECTION 7 DESIGNATED AS POINT "A", AND RUNNING THENCE N. 63°18'19" W. 159.77 FT. TO THE NORTHEASTERLY RIGHT OF WAY AND NO-ACCESS LINE OF THE RAMP OF A FREEWAY KNOWN AS INTERSTATE 15; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY AND NO-ACCESS LINE THE FOLLOWING TWO (2) COURSES: (1) NORTHWESTERLY 235.06 FT. ALONG THE ARC OF A 233.62 FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD FOR SAID CURVE BEARS N. 28°43'30" W. 225.27 FT.); (2) N. 57°33' W. 287.41 FT. DESIGNATED AS POINT "C" ; THENCE N. 0°11'03" E. 59.32 FT.; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE THE FOLLOWING THREE (3) COURSES: (1) S. 54°14' E. 492.06 FT.; (2) SOUTHERLY 214.77 FT. ALONG THE ARC OF A 226.48 FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD FOR SAID CURVE BEARS S. 27°04'00" E. 206.81 FT.); (3) S. 0°06' W. 11.09 FT. TO THE POINT OF BEGINNING.

CONTAINS 36,637 SQ. FT (0.84 ACRES) (APPROX.).

(For reference purposes only Tax Parcel No. 09-023-0090)

Schedule "B"

(Description of Slope Easement Property)

That certain real property located in Davis County, State of Utah, more particularly described as follows:

BEGINNING AT A POINT NORTHEASTERLY RIGHT-OF-WAY LINE & NO-ACCESS LINE OF THE INTERSTATE 15 FREEWAY RAMP SAID POINT ALSO BEING LOCATED ON A CURVE SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 146.27 FEET AND WEST 341.14 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE ALONG THE ARC OF A 233.62 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°42'00" A DISTANCE OF 112.95 FEET (CHORD BEARS NORTH 16°01'10" WEST 111.85 FEET); THENCE SOUTH 38°31'08" EAST 1.39 FEET; THENCE SOUTH 29°05'40" EAST 37.54 FEET; THENCE SOUTH 21°44'14" EAST 48.09 FEET; THENCE SOUTH 10°23'26" EAST 29.44 FEET TO A POINT ON THE NORTH LINE OF A UDOT PROJECT NO. S-0108(31)0, AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER AS ENTRY NO. 2807192 BOOK 6034 PAGE 86-87; THENCE NORTH 89°59'27" WEST ALONG SAID NORTH LINE 11.37 FEET TO A POINT ON SAID NORTHEASTERLY LINE AND THE POINT OF BEGINNING.

CONTAINS 559 SQ. FT. (APPROX.).

SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN RIGHT OF EARLY ENTRY AND SUPPLEMENTAL AGREEMENT, DATED AS OF SEPTEMBER 18, 2014, BY AND BETWEEN GRANTOR AND GRANTEE, AND SUBJECT TO ANY AND ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS OF RECORD AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE AND/OR A PHYSICAL INSPECTION OF THE SUBJECT PROPERTY.

Exhibit "E-3"

(Form of Declaration and Grant of Northern Utility Easement)

WHEN RECORDED, MAIL TO:

STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111
Attention: Guy P. Kroesche, Esq.

CITY OF LAYTON
437 North Wasatch Drive
Layton, Utah 84041
Attention: City Manager

**DECLARATION AND GRANT
OF NORTHERN UTILITY EASEMENT**

(Davis County, Utah)

This Declaration and Grant of Northern Utility Easement (this "**Declaration and Grant**") is made and entered into, and shall be effective, as of September 18, 2014 (the "**Effective Date**"), by and between IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.) ("**Grantor**" or "**Intermountain Healthcare**"), and the CITY OF LAYTON, a political subdivision of the State of Utah ("**Grantee**" or the "**City**").

RECITALS

WHEREAS, Grantor owns that certain real property located in the City of Layton, Davis County, Utah, as more particularly described and outlined in attached **Schedule "A"** (the "**Grantor Property**");

WHEREAS, Grantee desires to receive a nonexclusive, perpetual and limited right-of-way and public utility easement over, under, across and through a portion of the Grantor Property, as more particularly described and outlined in attached **Schedule "B"** (the "**Easement Property**"), solely for purposes of the construction, installation, operation, inspection, repair, maintenance, replacement, and removal of utilities and related facilities and components, including without limitation natural gas, electrical, phone and fiber optic lines, solely for the benefit of the public and not otherwise (collectively, the "**Public Utilities**"), to be provided by the City or, as otherwise authorized by the City, certain quasi-public utility companies (as applicable, an "**Authorized Utility Provider**");

WHEREAS, Grantor has been advised by Grantee, and understands, that, except as otherwise agreed, in writing, by Grantor, the "**Northern Utility Easement**" (as defined below) will be used solely for purposes of the Public Utilities for the benefit of the public, and not otherwise, to be provided by the City or an Authorized Utility Provider; and

WHEREAS, Grantor is willing to grant to Grantee a nonexclusive, perpetual and limited right-of-way and public utility easement over, under, across and through the Easement Property, solely for purposes of the construction, installation, operation, inspection, repair, maintenance, replacement, and removal of the Public Utilities (the "**Limited Use**"), and not otherwise, all subject to, and conditioned upon, the terms and conditions of this Declaration and Grant.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this Declaration and Grant, Grantor and Grantee agree as follows:

TERMS

1. Grantor hereby grants and conveys to Grantee, free and clear of all liens, restrictions and encumbrances arising by, through and under Grantor, but not otherwise, a nonexclusive, perpetual and limited easement and right-of-way over, under, across and through the Easement Property solely for purposes of the Limited Use (the "**Northern Utility Easement**"); provided that, except in exigent circumstances or except for routine, non-intrusive maintenance of the Public Utilities and the Easement Property by or at the direction of Grantee or an Authorized Utility Provider, which does not interfere with, or disrupt, the continued use and operation of the Grantor Property, the Grantee or, as applicable the Authorized Utility Provider, shall use its best reasonable efforts to notify Grantor in writing, not less than five (5) days in advance of its intent to enter upon the Easement Property; and provided further that nothing contained in this Declaration and Grant shall be deemed or considered to be a dedication of all or any part of the Easement Property or the Grantor Property for the general public or for any other public purpose whatsoever.

2. Exclusive use of the Easement Property is not hereby granted, and the use of the Easement Property in common with Grantee hereby is expressly reserved by Grantor. Further, Grantor reserves the right to make any use of the Easement Property, so long as any such use does not unreasonably interfere with the nonexclusive and limited right and easement which is herein granted; provided that, notwithstanding the foregoing, Grantor shall be permitted to use and improve the Easement Property as may be reasonably necessary or appropriate for access to the Grantor Property and/or consistent with similar improvements on the Grantor Property, to landscape, hardscape, maintain and repair sidewalk, driveway, drainage and other improvements on the Easement Property as may be reasonably necessary and appropriate, so long as such improvements do not unreasonably interfere with the Public Utilities or the rights granted to Grantee hereunder; and provided that, as and to the extent that the same shall adversely affect the Public Utilities, Grantor shall not (a) construct or erect any building or structure, including, but not limited to, storage sheds, fences or any other structure, which requires slab support or footings or which restricts Grantee's access to the Public Utilities or the Easement Property, (b) plant, or allow to be planted, deep rooted trees or deep rooted shrubs over or across the Easement Property, or (c) except with the advance, written consent of Grantee (which consent shall not be unreasonably withheld, conditioned or delayed by Grantee), change the grade over the top or slope of the Easement Property.

3. The use by the holders of the dominant tenements of the easement granted herein shall be limited to the uses as are described herein, which uses shall be made in such a manner as to least interfere with the use of the servient tenements by the owners and lessees thereof.

4. In consideration of the terms and conditions hereof, Grantee acknowledges, covenants and agrees that:

a. Except as necessary for the Limited Use, the Easement Property shall not be altered or modified by Grantee in any material respect without the advance written consent of Grantor, which may be withheld or conditioned in Grantor's sole discretion; provided that, notwithstanding the foregoing, pursuant to landscape plans reasonably acceptable to, and reasonably approved (in advance) by, Grantor, Grantee shall be solely responsible for the landscaping of the Easement Property, which shall be completed no later than October 31, 2014 and, thereafter, the maintenance of the Easement Property; provided that, further, Grantor shall have the right to monitor the improvement of the Easement Property.

b. If, in connection with the use, occupation and enjoyment of the Northern Utility Easement hereby granted, any landscape, hardscape, street, road, sidewalk or other improvements of Grantor are damaged or destroyed by Grantee, then, within thirty (30) days thereafter (or such additional

reasonable time as may be required by the circumstances, not to exceed ninety (90) days, so long as Grantee shall commence any such repair or replacement within such thirty (30) day period and prosecute the same with reasonable due diligence), Grantee shall repair or replace any and all such damaged or destroyed improvements, in a first-class professional manner, to a condition substantially identical to that existing before any such damage or destruction.

c. All activities by or at the direction of Grantee, or any Authorized Utility Provider, with respect to the right of way and easement granted herein shall comply with any and all federal, state and local laws, rules and regulations applicable thereto and, further, shall be pursued diligently to completion and, in any case, completed no more than thirty (30) days (or, so long as the same shall be prosecuted with reasonable due diligence, such other longer period as may be reasonably necessary therefor and required by the circumstances) following the Grantee's, or the Authorized Utility Provider's, first entry upon the Easement Property.

d. Grantee shall, within ten (10) days after the Grantor's request, execute and deliver to Grantor an estoppel certificate in favor of Grantor and such other persons as Grantor shall request setting forth any reasonably requested information regarding the Easement Property, and Grantor and such other persons shall be entitled to rely on any such estoppel certificate.

e. Neither Grantee nor any Authorized Utility Provider shall permit any lien or claim of mechanics, laborers or materialmen to be filed against the Easement Property, the Grantor Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by Grantee or the Authorized Utility Provider. However, in the event that any such lien or claim is filed, within thirty (30) days after the date of the filing or recording of any such lien or claim, Grantee or, as applicable, the Authorized Utility Provider shall cause the same to be paid and discharged of record, or, if Grantee or the Authorized Utility Provider contests the amount allegedly due or the right of the lien holder to make its lien claim, Grantee or the Authorized Utility Provider shall cause a bond for at least 150% of the amount of the disputed lien claim to be issued in favor of Grantor to protect Grantor from any damage resulting from the lien during the entire time of any proceeding in which the Grantee or the Authorized Utility Provider contests the lien.

f. Except and only to the extent that, due to engineering and design requirements, certain components of the Northern Utility Easement improvements reasonably necessary or appropriate in furtherance of the Limited Use must be located above ground at various intervals within the Easement Property for the Northern Utility Easement improvements (and any components thereof and appurtenances thereto) to function properly, the Northern Utility Easement improvements (and any components thereof and appurtenances thereto) shall be located and buried underground and within the Easement Property under at least eighteen (18) inches of cover.

g. Grantee acknowledges that Grantor shall not have any obligations or liabilities relating to or associated with the installation, operation or maintenance of the Northern Utility Easement improvements (and/or any components thereof or appurtenances thereto) or, further, the compliance of any such Northern Utility Easement improvements (and/or any components thereof or appurtenances thereto) with any applicable laws, rules or regulations, all of which shall be the sole responsibility or obligation, cost or otherwise, of Grantee or any such Authorized Utility Provider. Further, as a condition to the use of the Easement Property for purposes of the Public Utilities or otherwise, Grantee shall require that each such Authorized Utility Provider acknowledge and agree to the terms and conditions of this Declaration and Grant, in writing, reasonably satisfactory evidentiary documentation of which shall be provided to Grantor concurrently therewith.

h. Notwithstanding any other term or condition of this Declaration and Grant or the termination or expiration hereof, Grantee or each Authorized Utility Provider, as the case may be, shall, and hereby acknowledges and agrees to, as and to the extent arising by reason of the Limited Use, indemnify, defend and hold harmless Grantor therefor and from and against any and all losses, claims, costs, expenses, or damages arising or caused, in whole or in part, by (i) any breach by Grantee and/or any Authorized Utility Provider, inclusive of their respective agents, representatives and/or employees, of the terms and conditions of this Declaration and Grant, and/or (ii) any actions or omissions of Grantee and/or any Authorized Utility Provider, inclusive of their respective agents, representatives and/or employees.

i. By reason of the Limited Use and/or the use and enjoyment of the Northern Utility Easement hereunder, neither Grantee nor any Authorized Utility Provider shall permit any contamination, dumping or other environmental waste to be left, disposed on or contaminate the Easement Property and, further, shall not create, exacerbate or cause any "**Environmental Condition**" (as defined below) on or about the Grantor Property (inclusive of the Easement Property). For purposes hereof, "**Environmental Condition**" means (i) contamination or pollution of soil, air, surface or groundwater, (ii) the disposal, placement, existence, presence or release or threat of release of a "**Hazardous Material**" (as defined below) and the affects thereof, (iii) noncompliance with or violation of "**Applicable Law**" (as defined below) including, without limitation, any lack of required governmental permits or approvals, "**Hazardous Material**" means (iv) any substance, the presence of which requires investigation, remediation, or other response or corrective action under Applicable Law, or (v) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to Applicable Law, or (vi) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons, and "**Applicable Law**" means all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution.

j. Grantee shall have no right, interest or easement in or to the Easement Property other than the Northern Utility Easement granted pursuant to this Declaration and Grant and, further, without limiting the generality of the foregoing, Grantee shall (i) design, construct and maintain the Easement Property in stable condition; (ii) unless otherwise agreed by Grantor, ensure that adjacent and contiguous portions of the Easement Property and the Grantor Property are reasonably accessible and homogenous; (iii) during any construction, maintenance or repair of the Easement Property, take or cause to be taken such actions as may be necessary or appropriate to ensure adequate and sufficient drainage of the Easement Property and to prevent damage to the Grantor Property as a result of any improvement of the Easement Property; and (iv) take or cause to be taken such actions as may be necessary or appropriate to mitigate any adverse effects of any use of the Northern Utility Easement.

k. Notwithstanding the obligations of Grantee set forth in subparagraph 4(a), above, Grantor shall have the right, but not the obligation, to landscape or otherwise improve or use any part or all of the Easement Property, so long as any such improvement or use does not unreasonably interfere with the Public Utilities or the rights granted hereunder; provided that, notwithstanding any other term or condition hereof, Grantor shall not have any obligation for the design, construction, maintenance, or repair of the Easement Property or any part thereof.

The agreements, indemnities, terms and conditions set forth in this Paragraph shall survive the rescission, cancellation or termination of this Declaration and Grant and/or that certain Right of Early Entry and Supplemental Agreement, together with any documents referenced therein, between the parties hereto, dated as of the 18th day of September, 2014.

5. Except as otherwise may be required by Grantor under the Right of Early Entry and Supplemental Agreement described above, in exigent circumstances or to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, or for traffic regulation and control, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of and access to the Easement Property shall be constructed or erected by Grantor or, without Grantor's advance written consent (which may be withheld, conditioned or delayed in Grantor's sole discretion), Grantee or any Authorized Utility Provider.

6. It is the intention of Grantor that this Declaration and Grant be strictly limited to the purposes expressed herein, subject to and limited as follows:

a. The limitation that Grantee's or, as applicable, any Authorized Utility Provider's rights hereunder shall not be exercised in any manner which substantially interferes (i) with the purposes for which the Easement Property is to be used as provided herein, or (ii) with the rights and easements of any other grantee.

b. The right of any other governmental or quasi-governmental body having jurisdiction over the Easement Property or the Grantor's Property at any time and from time to time, and any other private or public utility company serving the Easement Property or the Grantor's Property, of access to, and rights of ingress and egress over and across, any of the Easement Property for purposes of providing any governmental, municipal or utilities services.

c. The right of the Grantor, in its sole discretion, to use and/or to grant permits, licenses and easements over, across, through and under the Easement Property to any governmental or quasi-governmental authority, to any other public or private utility company or to any other person or entity, for the purpose of installing, maintaining or providing utilities and related facilities or for any other lawful purpose.

7. Grantee agrees, acknowledges and understands that Grantor reserves the right, in its sole discretion and its sole cost and expense, to relocate all or any part of the Public Utilities, and to reconstruct and reinstall any and all such Public Utilities, so long as such relocation, reconstruction and reinstallation occurs within the Easement Property and is consistent with any and all applicable ordinances, laws, rules and regulations, and the standards and requirements of Grantee and any other governmental authorities having jurisdiction over the Easement Property. Prior to relocating any part of the Public Utilities, Grantor shall provide at least thirty (30) days advance written notice to Grantee. In the event of such relocation, the parties agree to amend this Declaration and Grant as necessary or appropriate to reflect such changes.

8. The term "**Grantor**" as used herein shall mean only the owner or owners of the fee title to the Easement Property at the time in question and in the event of any transfer of such title or interest, the Grantor herein named (and in case of any subsequent transfers, the then Grantor) shall be relieved from and after the date of such transfer of all liability as respects Grantor's obligations, if any, thereafter to be performed. The obligations contained in this Declaration and Grant to be performed by Grantor shall, subject as aforesaid, be binding upon Grantor's successors and assigns, only during their respective periods of ownership. This Declaration and Grant (a) shall constitute a covenant running with the land, (b) shall benefit and bind every person having a fee, leasehold or other interest in any portion of any affected property, to the extent that such portion is benefited, affected or bound by this Declaration and Grant, and (c) shall benefit and be binding upon any owner of any such affected property acquiring title by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, voluntary conveyance, or otherwise.

9. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

10. The provisions of this Declaration and Grant are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Declaration and Grant contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration and Grant shall be construed as a whole and not strictly for or against any party.

11. This Declaration and Grant shall be governed by and construed in accordance with the laws of the State of Utah. This Declaration and Grant shall be recorded in the official real estate records of Davis County, Utah. Further, the recitals set forth above, together with the exhibits attached hereto, are incorporated in and made an integral part of this Declaration and Grant by this reference.

12. Nothing in this Declaration and Grant is intended to create an enforceable right, claim or cause of action by any third party against any party to this Declaration and Grant. This Declaration and Grant may not be modified except with the consent of Grantor and Grantee, and then only by written instrument duly executed and acknowledged and recorded in the official real estate records of Davis County, Utah.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.)

By: _____
Print Name: _____
Its: _____

CITY OF LAYTON, a political subdivision of the State of Utah

By: _____
Print Name: _____
Its: Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Print Name: _____
Its: City Recorder

By: _____
Print Name: _____
Its: City Attorney

Dated this __ day of September, 2014

Dated this __ day of September, 2014

(acknowledgements follow)

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing Declaration and Grant of Northern Utility Easement was acknowledged before me this ____ day of September, 2014, by _____, the _____ of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.).

NOTARY SIGNATURE AND SEAL

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing Declaration and Grant of Northern Utility Easement was acknowledged before me this ____ day of September, 2014, by _____, the _____ of the CITY OF LAYTON, a political subdivision of the State of Utah.

NOTARY SIGNATURE AND SEAL

Schedule "A"

(Description of Grantor Property)

Two parcels of land situated in the SE1/4SE1/4 of Section 7, Township 4 North, Range 1 West, S.L.B. & M. in Davis County, State of Utah, more particularly described as follows:

PARCEL ONE:

BEG AT A PT ON THE E LINE OF PPTY CONV IN SWD RECORDED 06/06/2014 AS E# 2807192 BK 634 PG 86; SD PT BEING N 0°11'03" E ALG THE SEC LINE 66.00 FT & S 89°47'00" W 33.00 FT & N 00°11'03" E 617.25 FT & S 89°47'00" W 9.45 FT FR THE SE COR OF SEC 7-T4N-R1W, SLM; & RUN TH S 02°58'37" W 5.42 FT; TH S 00°11'05" W 103.15 FT; TH S 03°59'54" W 120.27 FT; TH S 00°11'03" W 342.96 FT; TH S 33°32'20" W 24.53 FT; TH N 88°00'56" W 26.37 FT; TH N 89°32'41" W 36.40 FT; TH N 00°27'19" E 9.00 FT; TH N 89°32'41" W 14.00 FT; TH S 00°27'19" E 9.00 FT; TH N 89°32'41" W 46.94 FT; TH N 00°00'33" E 53.42 FT; TH N 89°59'27" W 21.15 FT TO A PT OF A 226.48 FT RAD CURVE TO THE LEFT; TH NWLY 143.66 FT ALG THE ARC OF SD CURVE (LC BEARS N 36°10'11" W 141.50 FT) TO A PT OF TANGENCY; TH N 54°14' W ALG SD E'LY LINE 492.06 FT; TH N 0°11'03" E 134.83 FT; TH N 89°47' E 661.58 FT TO THE W LINE OF 1200 WEST STR; TH S 0°11'03" W ALG SD W LINE 617.25 FT TO THE POB. CONT. 5.639 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

(For reference purposes only: Tax Parcel No. 09-023-0089)

PARCEL TWO:

BEGINNING AT THE SOUTHEAST CORNER OF SAID ENTIRE TRACT AT A POINT 66 FT. N. 0°11'03" E. AND 198 FT. S. 89°47' W. FROM THE SOUTHEAST CORNER OF SAID SECTION 7 DESIGNATED AS POINT "A", AND RUNNING THENCE N. 63°18'19" W. 159.77 FT. TO THE NORTHEASTERLY RIGHT OF WAY AND NO-ACCESS LINE OF THE RAMP OF A FREEWAY KNOWN AS INTERSTATE 15; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY AND NO-ACCESS LINE THE FOLLOWING TWO (2) COURSES: (1) NORTHWESTERLY 235.06 FT. ALONG THE ARC OF A 233.62 FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD FOR SAID CURVE BEARS N. 28°43'30" W. 225.27 FT.); (2) N. 57°33' W. 287.41 FT. DESIGNATED AS POINT "C" ; THENCE N. 0°11'03" E. 59.32 FT.; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE THE FOLLOWING THREE (3) COURSES: (1) S. 54°14' E. 492.06 FT.; (2) SOUTHERLY 214.77 FT. ALONG THE ARC OF A 226.48 FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD FOR SAID CURVE BEARS S. 27°04'00" E. 206.81 FT.); (3) S. 0°06' W. 11.09 FT. TO THE POINT OF BEGINNING.

CONTAINS 36,637 SQ. FT (0.84 ACRES) (APPROX.).

(For reference purposes only Tax Parcel No. 09-023-0090)

Schedule "B"

(Description of Easement Property)

That certain real property located in Davis County, State of Utah, more particularly described as follows:

EASEMENT PARCEL ONE:

BEGINNING AT A POINT NORTHEASTERLY RIGHT-OF-WAY LINE & NO-ACCESS LINE OF THE INTERSTATE 15 FREEWAY RAMP SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 411.11' AND WEST 570.42 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTH 57°33'00" WEST ALONG SAID NORTHEASTERLY LINE 22.53 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF 383.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17°56'50" A DISTANCE OF 120.13 FEET (CHORD BEARS NORTH 34°06'20" WEST 119.64 FEET); THENCE SOUTH 54°14'00" EAST 10.51 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 378.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19°51'40" A DISTANCE OF 131.21 FEET (CHORD BEARS SOUTH 36°27'10" EAST 130.5 FEET) TO A POINT ON SAID NORTHEASTERLY LINE AND THE POINT OF BEGINNING.

CONTAINS 626 SQ. FT. (APPROX.).

EASEMENT PARCEL TWO:

BEGINNING AT A POINT ON A CURVE SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 510.56 FEET AND WEST 645.46 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTH 54°14'00" WEST 10.83 FEET; TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A 383.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°21'00" A DISTANCE OF 169.66 FEET (CHORD BEARS NORTH 13°20'50" WEST 168.28 FEET); THENCE NORTH 89°46'29" EAST 5.00 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 378.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°47'10" A DISTANCE OF 176.96 (CHORD BEARS SOUTH 14°04'20" EAST 175.35 FEET) TO THE POINT OF BEGINNING.

CONTAINS 867 SQ. FT. (APPROX.).

SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN RIGHT OF EARLY ENTRY AND SUPPLEMENTAL AGREEMENT, DATED AS OF SEPTEMBER 18, 2014, BY AND BETWEEN GRANTOR AND GRANTEE, AND SUBJECT TO ANY AND ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS OF RECORD AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE AND/OR A PHYSICAL INSPECTION OF THE SUBJECT PROPERTY.

Exhibit "E-4"

(Form of Declaration and Grant of Southern Utility Easement)

WHEN RECORDED, MAIL TO:

STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111
Attention: Guy P. Kroesche, Esq.

CITY OF LAYTON
437 North Wasatch Drive
Layton, Utah 84041
Attention: City Manager

**DECLARATION AND GRANT
OF SOUTHERN UTILITY EASEMENT**

(Davis County, Utah)

This Declaration and Grant of Southern Utility Easement (this "**Declaration and Grant**") is made and entered into, and shall be effective, as of September 18, 2014 (the "**Effective Date**"), by and between IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.) ("**Grantor**" or "**Intermountain Healthcare**"), and the CITY OF LAYTON, a political subdivision of the State of Utah ("**Grantee**" or the "**City**").

RECITALS

WHEREAS, Grantor owns that certain real property located in the City of Layton, Davis County, Utah, as more particularly described and outlined in attached **Schedule "A"** (the "**Grantor Property**");

WHEREAS, Grantee desires to receive a nonexclusive, perpetual and limited right-of-way and public utility easement over, under, across and through a portion of the Grantor Property, as more particularly described and outlined in attached **Schedule "B"** (the "**Easement Property**"), solely for purposes of the construction, installation, operation, inspection, repair, maintenance, replacement, and removal of utilities and related facilities and components, including without limitation natural gas, electrical, phone and fiber optic lines, solely for the benefit of the public and not otherwise (collectively, the "**Public Utilities**"), to be provided by the City or, as otherwise authorized by the City, certain quasi-public utility companies (as applicable, an "**Authorized Utility Provider**");

WHEREAS, Grantor has been advised by Grantee, and understands, that, except as otherwise agreed, in writing, by Grantor, the "**Southern Utility Easement**" (as defined below) will be used solely for purposes of the Public Utilities for the benefit of the public, and not otherwise, to be provided by the City or an Authorized Utility Provider; and

WHEREAS, Grantor is willing to grant to Grantee a nonexclusive, perpetual and limited right-of-way and public utility easement over, under, across and through the Easement Property, solely for purposes of the construction, installation, operation, inspection, repair, maintenance, replacement, and removal of the Public Utilities (the "**Limited Use**"), and not otherwise, all subject to, and conditioned upon, the terms and conditions of this Declaration and Grant.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this Declaration and Grant, Grantor and Grantee agree as follows:

TERMS

1. Grantor hereby grants and conveys to Grantee, free and clear of all liens, restrictions and encumbrances arising by, through and under Grantor, but not otherwise, a nonexclusive, perpetual and limited easement and right-of-way over, under, across and through the Easement Property solely for purposes of the Limited Use (the "***Southern Utility Easement***"); provided that, except in exigent circumstances or except for routine, non-intrusive maintenance of the Public Utilities and the Easement Property by or at the direction of Grantee or an Authorized Utility Provider, which does not interfere with, or disrupt, the continued use and operation of the Grantor Property, the Grantee or, as applicable the Authorized Utility Provider, shall use its best reasonable efforts to notify Grantor in writing, not less than five (5) days in advance of its intent to enter upon the Easement Property; and provided further that nothing contained in this Declaration and Grant shall be deemed or considered to be a dedication of all or any part of the Easement Property or the Grantor Property for the general public or for any other public purpose whatsoever.

2. Exclusive use of the Easement Property is not hereby granted, and the use of the Easement Property in common with Grantee hereby is expressly reserved by Grantor. Further, Grantor reserves the right to make any use of the Easement Property, so long as any such use does not unreasonably interfere with the nonexclusive and limited right and easement which is herein granted; provided that, notwithstanding the foregoing, Grantor shall be permitted to use and improve the Easement Property as may be reasonably necessary or appropriate for access to the Grantor Property and/or consistent with similar improvements on the Grantor Property, to landscape, hardscape, maintain and repair sidewalk, driveway, drainage and other improvements on the Easement Property as may be reasonably necessary and appropriate, so long as such improvements do not unreasonably interfere with the Public Utilities or the rights granted to Grantee hereunder; and provided that, as and to the extent that the same shall adversely affect the Public Utilities, Grantor shall not (a) construct or erect any building or structure, including, but not limited to, storage sheds, fences or any other structure, which requires slab support or footings or which restricts Grantee's access to the Public Utilities or the Easement Property, (b) plant, or allow to be planted, deep rooted trees or deep rooted shrubs over or across the Easement Property, or (c) except with the advance, written consent of Grantee (which consent shall not be unreasonably withheld, conditioned or delayed by Grantee), change the grade over the top or slope of the Easement Property.

3. The use by the holders of the dominant tenements of the easement granted herein shall be limited to the uses as are described herein, which uses shall be made in such a manner as to least interfere with the use of the servient tenements by the owners and lessees thereof.

4. In consideration of the terms and conditions hereof, Grantee acknowledges, covenants and agrees that:

a. Except as necessary for the Limited Use, the Easement Property shall not be altered or modified by Grantee in any material respect without the advance written consent of Grantor, which may be withheld or conditioned in Grantor's sole discretion; provided that, notwithstanding the foregoing, pursuant to landscape plans reasonably acceptable to, and reasonably approved (in advance) by, Grantor, Grantee shall be solely responsible for the landscaping of the Easement Property, which shall be completed no later than October 31, 2014 and, thereafter, the maintenance of the Easement Property; provided that, further, Grantor shall have the right to monitor the improvement of the Easement Property.

b. If, in connection with the use, occupation and enjoyment of the Southern Utility Easement hereby granted, any landscape, hardscape, street, road, sidewalk or other improvements of Grantor are damaged or destroyed by Grantee, then, within thirty (30) days thereafter (or such additional reasonable time as may be required by the circumstances, not to exceed ninety (90) days, so long as Grantee shall commence any such repair or replacement within such thirty (30) day period and prosecute the same with reasonable due diligence), Grantee shall repair or replace any and all such damaged or destroyed improvements, in a first-class professional manner, to a condition substantially identical to that existing before any such damage or destruction.

c. All activities by or at the direction of Grantee, or any Authorized Utility Provider, with respect to the right of way and easement granted herein shall comply with any and all federal, state and local laws, rules and regulations applicable thereto and, further, shall be pursued diligently to completion and, in any case, completed no more than thirty (30) days (or, so long as the same shall be prosecuted with reasonable due diligence, such other longer period as may be reasonably necessary therefor and required by the circumstances) following the Grantee's, or the Authorized Utility Provider's, first entry upon the Easement Property.

d. Grantee shall, within ten (10) days after the Grantor's request, execute and deliver to Grantor an estoppel certificate in favor of Grantor and such other persons as Grantor shall request setting forth any reasonably requested information regarding the Easement Property, and Grantor and such other persons shall be entitled to rely on any such estoppel certificate.

e. Neither Grantee nor any Authorized Utility Provider shall permit any lien or claim of mechanics, laborers or materialmen to be filed against the Easement Property, the Grantor Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by Grantee or the Authorized Utility Provider. However, in the event that any such lien or claim is filed, within thirty (30) days after the date of the filing or recording of any such lien or claim, Grantee or, as applicable, the Authorized Utility Provider shall cause the same to be paid and discharged of record, or, if Grantee or the Authorized Utility Provider contests the amount allegedly due or the right of the lien holder to make its lien claim, Grantee or the Authorized Utility Provider shall cause a bond for at least 150% of the amount of the disputed lien claim to be issued in favor of Grantor to protect Grantor from any damage resulting from the lien during the entire time of any proceeding in which the Grantee or the Authorized Utility Provider contests the lien.

f. Except and only to the extent that, due to engineering and design requirements, certain components of the Southern Utility Easement improvements reasonably necessary or appropriate in furtherance of the Limited Use must be located above ground at various intervals within the Easement Property for the Southern Utility Easement improvements (and any components thereof and appurtenances thereto) to function properly, the Southern Utility Easement improvements (and any components thereof and appurtenances thereto) shall be located and buried underground and within the Easement Property under at least eighteen (18) inches of cover.

g. Grantee acknowledges that Grantor shall not have any obligations or liabilities relating to or associated with the installation, operation or maintenance of the Southern Utility Easement improvements (and/or any components thereof or appurtenances thereto) or, further, the compliance of any such Southern Utility Easement improvements (and/or any components thereof or appurtenances thereto) with any applicable laws, rules or regulations, all of which shall be the sole responsibility or obligation, cost or otherwise, of Grantee or any such Authorized Utility Provider. Further, as a condition to the use of the Easement Property for purposes of the Public Utilities or otherwise, Grantee shall require that each such Authorized Utility Provider acknowledge and agree to the terms and conditions of this

Declaration and Grant, in writing, reasonably satisfactory evidentiary documentation of which shall be provided to Grantor concurrently therewith.

h. Notwithstanding any other term or condition of this Declaration and Grant or the termination or expiration hereof, Grantee or each Authorized Utility Provider, as the case may be, shall, and hereby acknowledges and agrees to, as and to the extent arising by reason of the Limited Use, indemnify, defend and hold harmless Grantor therefor and from and against any and all losses, claims, costs, expenses, or damages arising or caused, in whole or in part, by (i) any breach by Grantee and/or any Authorized Utility Provider, inclusive of their respective agents, representatives and/or employees, of the terms and conditions of this Declaration and Grant, and/or (ii) any actions or omissions of Grantee and/or any Authorized Utility Provider, inclusive of their respective agents, representatives and/or employees.

i. By reason of the Limited Use and/or the use and enjoyment of the Southern Utility Easement hereunder, neither Grantee nor any Authorized Utility Provider shall permit any contamination, dumping or other environmental waste to be left, disposed on or contaminate the Easement Property and, further, shall not create, exacerbate or cause any "**Environmental Condition**" (as defined below) on or about the Grantor Property (inclusive of the Easement Property). For purposes hereof, "**Environmental Condition**" means (i) contamination or pollution of soil, air, surface or groundwater, (ii) the disposal, placement, existence, presence or release or threat of release of a "**Hazardous Material**" (as defined below) and the affects thereof, (iii) noncompliance with or violation of "**Applicable Law**" (as defined below) including, without limitation, any lack of required governmental permits or approvals, "**Hazardous Material**" means (iv) any substance, the presence of which requires investigation, remediation, or other response or corrective action under Applicable Law, or (v) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to Applicable Law, or (vi) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons, and "**Applicable Law**" means all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution.

j. Grantee shall have no right, interest or easement in or to the Easement Property other than the Southern Utility Easement granted pursuant to this Declaration and Grant and, further, without limiting the generality of the foregoing, Grantee shall (i) design, construct and maintain the Easement Property in stable condition; (ii) unless otherwise agreed by Grantor, ensure that adjacent and contiguous portions of the Easement Property and the Grantor Property are reasonably accessible and homogenous; (iii) during any construction, maintenance or repair of the Easement Property, take or cause to be taken such actions as may be necessary or appropriate to ensure adequate and sufficient drainage of the Easement Property and to prevent damage to the Grantor Property as a result of any improvement of the Easement Property; and (iv) take or cause to be taken such actions as may be necessary or appropriate to mitigate any adverse effects of any use of the Southern Utility Easement.

k. Notwithstanding the obligations of Grantee set forth in subparagraph 4(a), above, Grantor shall have the right, but not the obligation, to landscape or otherwise improve or use any part or all of the Easement Property, so long as any such improvement or use does not unreasonably interfere with the Public Utilities or the rights granted hereunder; provided that, notwithstanding any other term or condition hereof, Grantor shall not have any obligation for the design, construction, maintenance, or repair of the Easement Property or any part thereof.

The agreements, indemnities, terms and conditions set forth in this Paragraph shall survive the rescission, cancellation or termination of this Declaration and Grant and/or that certain Right of Early Entry and Supplemental Agreement, together with any documents referenced therein, between the parties hereto, dated as of the 18th day of September, 2014.

5. Except as otherwise may be required by Grantor under the Right of Early Entry and Supplemental Agreement described above, in exigent circumstances or to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, or for traffic regulation and control, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of and access to the Easement Property shall be constructed or erected by Grantor or, without Grantor's advance written consent (which may be withheld, conditioned or delayed in Grantor's sole discretion), Grantee or any Authorized Utility Provider.

6. It is the intention of Grantor that this Declaration and Grant be strictly limited to the purposes expressed herein, subject to and limited as follows:

a. The limitation that Grantee's or, as applicable, any Authorized Utility Provider's rights hereunder shall not be exercised in any manner which substantially interferes (i) with the purposes for which the Easement Property is to be used as provided herein, or (ii) with the rights and easements of any other grantee.

b. The right of any other governmental or quasi-governmental body having jurisdiction over the Easement Property or the Grantor's Property at any time and from time to time, and any other private or public utility company serving the Easement Property or the Grantor's Property, of access to, and rights of ingress and egress over and across, any of the Easement Property for purposes of providing any governmental, municipal or utilities services.

c. The right of the Grantor, in its sole discretion, to use and/or to grant permits, licenses and easements over, across, through and under the Easement Property to any governmental or quasi-governmental authority, to any other public or private utility company or to any other person or entity, for the purpose of installing, maintaining or providing utilities and related facilities or for any other lawful purpose.

7. Grantee agrees, acknowledges and understands that Grantor reserves the right, in its sole discretion and its sole cost and expense, to relocate all or any part of the Public Utilities, and to reconstruct and reinstall any and all such Public Utilities, so long as such relocation, reconstruction and reinstallation occurs within the Easement Property and is consistent with any and all applicable ordinances, laws, rules and regulations, and the standards and requirements of Grantee and any other governmental authorities having jurisdiction over the Easement Property. Prior to relocating any part of the Public Utilities, Grantor shall provide at least thirty (30) days advance written notice to Grantee. In the event of such relocation, the parties agree to amend this Declaration and Grant as necessary or appropriate to reflect such changes.

8. The term "**Grantor**" as used herein shall mean only the owner or owners of the fee title to the Easement Property at the time in question and in the event of any transfer of such title or interest, the Grantor herein named (and in case of any subsequent transfers, the then Grantor) shall be relieved from and after the date of such transfer of all liability as respects Grantor's obligations, if any, thereafter to be performed. The obligations contained in this Declaration and Grant to be performed by Grantor shall, subject as aforesaid, be binding upon Grantor's successors and assigns, only during their respective periods of ownership. This Declaration and Grant (a) shall constitute a covenant running with the land, (b) shall benefit and bind every person having a fee, leasehold or other interest in any portion of any

affected property, to the extent that such portion is benefited, affected or bound by this Declaration and Grant, and (c) shall benefit and be binding upon any owner of any such affected property acquiring title by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, voluntary conveyance, or otherwise.

9. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

10. The provisions of this Declaration and Grant are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Declaration and Grant contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration and Grant shall be construed as a whole and not strictly for or against any party.

11. This Declaration and Grant shall be governed by and construed in accordance with the laws of the State of Utah. This Declaration and Grant shall be recorded in the official real estate records of Davis County, Utah. Further, the recitals set forth above, together with the exhibits attached hereto, are incorporated in and made an integral part of this Declaration and Grant by this reference.

12. Nothing in this Declaration and Grant is intended to create an enforceable right, claim or cause of action by any third party against any party to this Declaration and Grant. This Declaration and Grant may not be modified except with the consent of Grantor and Grantee, and then only by written instrument duly executed and acknowledged and recorded in the official real estate records of Davis County, Utah.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.)

By: _____
Print Name: _____
Its: _____

CITY OF LAYTON, a political subdivision of the State of Utah

By: _____
Print Name: _____
Its: Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Print Name: _____
Its: City Recorder

By: _____
Print Name: _____
Its: City Attorney

Dated this __ day of September, 2014

Dated this __ day of September, 2014

(acknowledgements follow)

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing Declaration and Grant of Southern Utility Easement was acknowledged before me this ____ day of September, 2014, by _____, the _____ of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.).

NOTARY SIGNATURE AND SEAL

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing Declaration and Grant of Southern Utility Easement was acknowledged before me this ____ day of September, 2014, by _____, the _____ of the CITY OF LAYTON, a political subdivision of the State of Utah.

NOTARY SIGNATURE AND SEAL

Schedule "A"

(Description of Grantor Property)

Two parcels of land situated in the SE1/4SE1/4 of Section 7, Township 4 North, Range 1 West, S.L.B. & M. in Davis County, State of Utah, more particularly described as follows:

PARCEL ONE:

BEG AT A PT ON THE E LINE OF PPTY CONV IN SWD RECORDED 06/06/2014 AS E# 2807192 BK 634 PG 86; SD PT BEING N 0°11'03" E ALG THE SEC LINE 66.00 FT & S 89°47'00" W 33.00 FT & N 00°11'03" E 617.25 FT & S 89°47'00" W 9.45 FT FR THE SE COR OF SEC 7-T4N-R1W, SLM; & RUN TH S 02°58'37" W 5.42 FT; TH S 00°11'05" W 103.15 FT; TH S 03°59'54" W 120.27 FT; TH S 00°11'03" W 342.96 FT; TH S 33°32'20" W 24.53 FT; TH N 88°00'56" W 26.37 FT; TH N 89°32'41" W 36.40 FT; TH N 00°27'19" E 9.00 FT; TH N 89°32'41" W 14.00 FT; TH S 00°27'19" E 9.00 FT; TH N 89°32'41" W 46.94 FT; TH N 00°00'33" E 53.42 FT; TH N 89°59'27" W 21.15 FT TO A PT OF A 226.48 FT RAD CURVE TO THE LEFT; TH NWLY 143.66 FT ALG THE ARC OF SD CURVE (LC BEARS N 36°10'1" W 141.50 FT) TO A PT OF TANGENCY; TH N 54°14' W ALG SD E'LY LINE 492.06 FT; TH N 0°11'03" E 134.83 FT; TH N 89°47' E 661.58 FT TO THE W LINE OF 1200 WEST STR; TH S 0°11'03" W ALG SD W LINE 617.25 FT TO THE POB. CONT. 5.639 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

(For reference purposes only: Tax Parcel No. 09-023-0089)

PARCEL TWO:

BEGINNING AT THE SOUTHEAST CORNER OF SAID ENTIRE TRACT AT A POINT 66 FT. N. 0°11'03" E. AND 198 FT. S. 89°47' W. FROM THE SOUTHEAST CORNER OF SAID SECTION 7 DESIGNATED AS POINT "A", AND RUNNING THENCE N. 63°18'19" W. 159.77 FT. TO THE NORTHEASTERLY RIGHT OF WAY AND NO-ACCESS LINE OF THE RAMP OF A FREEWAY KNOWN AS INTERSTATE 15; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY AND NO-ACCESS LINE THE FOLLOWING TWO (2) COURSES: (1) NORTHWESTERLY 235.06 FT. ALONG THE ARC OF A 233.62 FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD FOR SAID CURVE BEARS N. 28°43'30" W. 225.27 FT.); (2) N. 57°33' W. 287.41 FT. DESIGNATED AS POINT "C"; THENCE N. 0°11'03" E. 59.32 FT.; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE THE FOLLOWING THREE (3) COURSES: (1) S. 54°14' E. 492.06 FT.; (2) SOUTHERLY 214.77 FT. ALONG THE ARC OF A 226.48 FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD FOR SAID CURVE BEARS S. 27°04'00" E. 206.81 FT.); (3) S. 0°06' W. 11.09 FT. TO THE POINT OF BEGINNING.

CONTAINS 36,637 SQ. FT (0.84 ACRES) (APPROX.).

(For reference purposes only Tax Parcel No. 09-023-0090)

Schedule "B"

(Description of Easement Property)

That certain real property located in Davis County, State of Utah, more particularly described as follows:

BEGINNING AT A POINT NORTHEASTERLY RIGHT-OF-WAY LINE & NO-ACCESS LINE OF THE INTERSTATE 15 FREEWAY RAMP SAID POINT ALSO BEING LOCATED ON A CURVE SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 146.27 FEET AND WEST 341.14 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE ALONG THE ARC OF A 233.62 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°35'20" A DISTANCE OF 47.26 FEET (CHORD BEARS NORTH 07°57'50" WEST 47.18 FEET) TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 243.24 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°17'10" A DISTANCE OF 47.92 FEET (CHORD BEARS SOUTH 12°23'50" EAST 47.84 FEET) TO A POINT ON THE NORTH LINE OF A UDOT PROJECT NO. S-0108(31)0, AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER AS ENTRY NO. 2807192 BOOK 6034 PAGE 86-87; THENCE NORTH 89°59'27" WEST ALONG SAID NORTH LINE 3.74 FEET TO A POINT ON SAID NORTHEASTERLY LINE AND THE POINT OF BEGINNING.

CONTAINS 87 SQ. FT. (APPROX.).

SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN RIGHT OF EARLY ENTRY AND SUPPLEMENTAL AGREEMENT, DATED AS OF SEPTEMBER 18, 2014, BY AND BETWEEN GRANTOR AND GRANTEE, AND SUBJECT TO ANY AND ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS OF RECORD AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE AND/OR A PHYSICAL INSPECTION OF THE SUBJECT PROPERTY.

EXHIBIT "F"

(Additional Terms and Conditions of Right of Early Entry and Temporary Construction Easement)

1. The City shall use its best reasonable efforts to, except in the case of an emergency, notify Intermountain Healthcare not less than ten (10) days in advance of its intent to enter upon the Subject Property. Nothing in this Right of Early Entry and Supplemental Agreement (again, this "**Agreement**") shall be deemed or considered to be a dedication of all or any part of the Subject Property or the Remaining Intermountain Healthcare Property for the general public or for any other public purpose whatsoever. Except as otherwise specified in this Agreement, the Right of Early Entry and the right to use and/or access the Subject Property, as specified herein, shall terminate and be of no further force and effect upon the Project Completion Date or, if earlier, such date that the Work shall be completed and the Public Thoroughfare Improvements shall be open for use by the public generally. All activities by or at the direction of the City with respect to the Work shall be pursued diligently to completion. Upon the request of Intermountain Healthcare, the City shall execute and deliver such instruments, suitable for recording, as may be requested to confirm such termination, but the failure to deliver any such termination documentation shall not affect or delay the termination of this Agreement and the Right of Early Entry according to the terms and conditions hereof.

2. By reason of the Right of Early Entry and except in furtherance of the Work (and, then, in compliance with "**Applicable Law**" [as defined below] in any case), the City shall not permit any contamination, dumping or other environmental waste to be left, disposed on or contaminate the Subject Property and, further, shall not create, exacerbate or cause any "**Environmental Condition**" (as defined below) on or about the Remaining Intermountain Healthcare Property. For purposes hereof, "**Environmental Condition**" means (a) contamination or pollution of soil, air, surface or groundwater, (b) the disposal, placement, existence, presence or release or threat of release of a "**Hazardous Material**" (as defined below) and the affects thereof, (c) noncompliance with or violation of Applicable Law including, without limitation, any lack of required governmental permits or approvals, "**Hazardous Material**" means (d) any substance, the presence of which requires investigation, remediation, or other response or corrective action under Applicable Law, or (e) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to Applicable Law, or (f) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons, and "**Applicable Law**" means all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution.

3. The City shall have no right, interest or easement in or to the Subject Property other than the Right of Early Entry granted under this Agreement until transfer of the Fee Simple Property to the City and, further, in connection with the Work, shall take or cause to be taken such actions as may be reasonably necessary or appropriate to mitigate any adverse effects of the Work. It is the intention of Intermountain Healthcare that this Agreement be strictly limited to the purposes expressed herein, subject to (a) the limitation that the City's rights hereunder shall not be exercised in any manner which substantially and unreasonably interferes (i) with the purposes for which the Right of Early Entry is to be used as provided herein, or (ii) with the rights and easements of any other grantee; and (b) the right of any other governmental or quasi-governmental body having jurisdiction over the Subject Property or the Remaining Intermountain Healthcare Property at any time and from time to time, and any other private or public utility company serving the Subject Property or the Remaining Intermountain Healthcare Property.

EXHIBIT "G"

(Plans and Specifications)

DOCUMENT WAS
RECEIVED FROM
OUTSIDE SOURCE

WHEN RECORDED, MAIL TO:

STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111
Attention: Guy P. Kroesche, Esq.

CITY OF LAYTON
437 North Wasatch Drive
Layton, Utah 84041
Attention: City Manager

GENERAL WARRANTY DEED

(Davis County, Utah)

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (also known as IHC Health Services, Inc., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.), as grantor, hereby CONVEYS AND WARRANTS, against any and all persons claiming by through or under it, but not otherwise, to the CITY OF LAYTON, a political subdivision of the State of Utah, Grantee, for the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, that certain real property located in Davis County, State of Utah, as particularly described and outlined in, and subject to the terms and conditions of, attached *Schedule "A"*.

DATED as of the 18th day of September, 2014.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.)

By: _____
Print Name: _____
Its: _____

STATE OF UTAH)
): ss.
COUNTY OF SALT LAKE)

The foregoing General Warranty Deed was acknowledged before me this ____ day of September, 2014, by _____, the _____ of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.).

Approved as to Form

NOTARY SIGNATURE AND SEAL

By *[Signature]*
Date 9-11-14

Schedule "A"

That certain real property located in Davis County, State of Utah, more particularly described as follows:

PARCEL ONE:

BEGINNING AT A POINT NORTHEASTERLY RIGHT-OF-WAY LINE & NO-ACCESS LINE OF THE INTERSTATE 15 FREEWAY RAMP SAID POINT ALSO BEING LOCATED ON A CURVE SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 423.20 FEET AND WEST 589.47 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTH 57°33'00" WEST ALONG THE NORTHEASTERLY LINE OF SAID RIGHT-OF-WAY LINE 122.24 FEET; THENCE NORTH 00°11'00" EAST 59.32 FEET; THENCE SOUTH 54°14'00" EAST 44.22 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 383.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17°56'50" A DISTANCE OF 120.13 FEET (CHORD BEARS SOUTH 34°06'20" EAST 119.64) TO THE POINT OF BEGINNING.

CONTAINS 3,601 SQ. FT. (0.08 ACRES) (APPROX.).

PARCEL TWO:

BEGINNING AT A POINT ON A CURVE SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 680.63 FEET AND WEST 693.62 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE SOUTHEASTERLY ALONG THE ARC OF A 383.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25°20'50" A DISTANCE OF 169.66 FEET (CHORD BEARS SOUTH 13°20'50" EAST 168.28 FEET; THENCE NORTH 54°14'00" WEST 49.45 FEET; THENCE NORTH 00°11'03" EAST 134.83 FEET; THENCE NORTH 89°47'00" EAST 0.85 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING.

CONTAINS 1,730 SQ. FT. (0.04 ACRES) (APPROX.).

SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN RIGHT OF EARLY ENTRY AND SUPPLEMENTAL AGREEMENT, DATED AS OF SEPTEMBER 18, 2014, BY AND BETWEEN GRANTOR AND GRANTEE, AND SUBJECT TO ANY AND ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS OF RECORD AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE AND/OR A PHYSICAL INSPECTION OF THE SUBJECT PROPERTY.

DOCUMENT WAS
RECEIVED FROM
OUTSIDE SOURCE

WHEN RECORDED, MAIL TO:

STOBL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111
Attention: Guy P. Kroesche, Esq.

CITY OF LAYTON
437 North Wasatch Drive
Layton, Utah 84041
Attention: City Manager

**DECLARATION AND GRANT
OF SLOPE EASEMENT**

(Davis County, Utah)

This Declaration and Grant of Slope Easement (this "*Declaration and Grant*") is made and entered into, and shall be effective, as of September 18, 2014 (the "*Effective Date*"), by and between IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.) ("*Grantor*" or "*Intermountain Healthcare*"), and the CITY OF LAYTON, a political subdivision of the State of Utah ("*Grantee*" or the "*City*").

RECITALS

WHEREAS, Grantor owns that certain real property located in the City of Layton, Davis County, Utah, as more particularly described and outlined in attached *Schedule "A"* (the "*Grantor Property*");

WHEREAS, Grantee desires to receive a nonexclusive, perpetual and limited right-of-way and easement over and across a portion of the surface of the Grantor Property, as more particularly described and outlined in attached *Schedule "B"* (the "*Slope Easement Property*"), for the purpose of depositing clean fill dirt and, at or below surface level, other reasonably necessary accessories and appurtenances for the purpose of providing lateral support in connection with the widening and reconstruction of that certain public thoroughfare known as Frontage Road from Antelope Drive (2000 North) to 2300 North (the "*Public Thoroughfare*"), and no more (the "*Limited Use*"); and

WHEREAS, Grantor is willing to grant to Grantee a nonexclusive, perpetual and limited right-of-way and easement over and across the Slope Easement Property solely for purposes of the Limited Use, subject to the terms and conditions of this Declaration and Grant.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this Declaration and Grant, Grantor and Grantee agree as follows:

TERMS

1. Grantor hereby grants and conveys to Grantee, free and clear of all liens, restrictions and encumbrances arising by, through and under Intermountain Healthcare, but not otherwise, a nonexclusive, perpetual and limited easement and right-of-way under and through the Slope Easement Property solely for purposes of the Limited Use (the "*Slope Easement*"); provided that Grantee shall use its best reasonable efforts to, except in the case of an emergency, notify Grantor not less than five (5) days in advance of its intent to enter upon the Slope Easement Property; and provided further that nothing

contained in this Declaration and Grant shall be deemed or considered to be a dedication of all or any part of the Slope Easement Property or the Grantor Property for the general public or for any other public purpose whatsoever.

2. Exclusive use of the Slope Easement Property is not hereby granted, and the use of the Slope Easement Property in common with Grantee hereby is expressly reserved by Grantor. Further, Grantor reserves the right to make any use of the Slope Easement Property, so long as any such use does not unreasonably interfere with the nonexclusive and limited right and easement which is herein granted, including the stability of the Slope Easement.

3. The use by the holders of the dominant tenements of the easement granted herein shall be limited to the uses as are described herein, which uses shall be made in such a manner as to least interfere with the use of the servient tenements by the owners and lessees thereof.

4. In consideration of the terms and conditions hereof, Grantee acknowledges, covenants and agrees that:

a. Except as necessary for the Limited Use, the Slope Easement Property shall not be altered or modified by Grantee in any material respect without the advance written consent of Grantor, which may be withheld or conditioned in Grantor's sole discretion; provided that, notwithstanding the foregoing, pursuant to landscape plans reasonably acceptable to, and reasonably approved (in advance) by, Grantor, Grantee shall be solely responsible for the landscaping, which shall be completed no later than the completion date of the Public Thoroughfare and, thereafter, the maintenance of the Slope Easement Property; provided that, further, Grantor shall have the right to monitor the improvement of the Slope Easement Property; and provided that, in any case, the slope of the fill dirt deposited upon the Slope Easement Property hereunder shall not be steeper than three (3) to one (1) (horizontal to vertical).

b. If, in connection with the use, occupation and enjoyment of the Slope Easement hereby granted, any landscape, hardscape, street, road, sidewalk or other improvements of Grantor are damaged or destroyed by Grantee, then, within thirty (30) days thereafter (or such additional reasonable time as may be required by the circumstances, not to exceed ninety (90) days, so long as Grantee shall commence any such repair or replacement within such thirty (30) day period and prosecute the same with reasonable due diligence), Grantee shall repair or replace any and all such damaged or destroyed improvements, in a first-class professional manner, to a condition substantially identical to that existing before any such damage or destruction.

c. Grantee shall, within ten (10) days after the Grantor's request, execute and deliver to Grantor an estoppel certificate in favor of Grantor and such other persons as Grantor shall request setting forth any reasonably requested information regarding the Slope Easement Property, and Grantor and such other persons shall be entitled to rely on any such estoppel certificate.

d. All activities by or at the direction of Grantee with respect to the right-of-way and easement granted herein, as well as the Limited Use, shall be pursued diligently to completion.

e. Grantee shall not permit any lien or claim of mechanics, laborers or materialmen to be filed against the Slope Easement Property, the Grantor Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by Grantee.

f. Notwithstanding any other term and condition of this Declaration and Grant or the termination or expiration hereof, Grantee acknowledges and agrees that, as and to the extent arising by

reason of the Limited Use, Grantee shall indemnify, defend and hold harmless Grantor therefor and from and against any and all losses, claims, costs, expenses, or damages arising or caused, in whole or in part, by (i) any breach by Grantee, inclusive of its agents, representatives and/or employees, of the terms and conditions of this Declaration and Grant, and/or (ii) any actions or omissions of Grantee, inclusive of its agents, representatives and/or employees.

g. It is expressly acknowledged and understood by the parties that none of the Limited Use shall be insured by Intermountain Healthcare under any insurance it may carry upon the Grantor Property or the Slope Easement Property, as the case may be, and, further, Intermountain Healthcare shall not be required under any circumstances to perform or cause to be performed any part or all of the work associated with the Limited Use.

h. By reason of the Limited Use and/or Grantee's use and enjoyment of the Slope Easement hereunder, Grantee shall not permit any contamination, dumping or other environmental waste to be left, disposed on or contaminate the Slope Easement Property and, further, shall not create, exacerbate or cause any "*Environmental Condition*" (as defined below) on or about the Grantor Property (inclusive of the Slope Easement Property). For purposes hereof, "*Environmental Condition*" means (i) contamination or pollution of soil, air, surface or groundwater, (ii) the disposal, placement, existence, presence or release or threat of release of a "*Hazardous Material*" (as defined below) and the affects thereof, (iii) noncompliance with or violation of "*Applicable Law*" (as defined below) including, without limitation, any lack of required governmental permits or approvals, "*Hazardous Material*" means (iv) any substance, the presence of which requires investigation, remediation, or other response or corrective action under Applicable Law, or (v) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to Applicable Law, or (vi) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons, and "*Applicable Law*" means all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution.

i. Grantee shall have no right, interest or easement in or to the Slope Easement Property other than the Slope Easement granted pursuant to this Declaration and Grant and, further, without limiting the generality of the foregoing, Grantee shall (i) design, construct and maintain the Slope Easement Property in stable condition, without any erosion, sloughing or similar slippage of any kind or nature; (ii) unless otherwise agreed by Grantor, ensure that adjacent and contiguous portions of the Slope Easement Property and the Grantor Property are reasonably accessible and homogenous; (iii) during any construction, maintenance or repair of the Slope Easement Property, take or cause to be taken such actions as may be necessary or appropriate to ensure adequate and sufficient drainage of the Slope Easement Property and to prevent damage to the Grantor Property as a result of any improvement of the Slope Easement Property and/or any construction or maintenance of the Public Thoroughfare; (iv) take or cause to be taken such actions as may be necessary or appropriate to mitigate any adverse effects of any use of the Slope Easement, including without limitation protecting against any sedimentation in the event of inclement weather and seeding, providing ground cover and/or watering the Slope Easement Property for dust control purposes; and (v) not channel storm water or deposit snow or ice from the Public Thoroughfare upon the Slope Easement Property or any part thereof, with the understanding that the Public Thoroughfare shall be designed, constructed and maintained in a width and with a drainage system to preclude any drainage or deposit on the Slope Easement Property.

j. Notwithstanding the obligations of Grantee set forth in subparagraph 4(a), above, Grantor shall have the right, but not the obligation, to landscape or otherwise improve or use any part or

all of the Slope Easement Property, so long as any such use or activity does not impair the lateral support for the Public Thoroughfare; provided that, notwithstanding any other term or condition hereof, Grantor shall not have any obligation for the design, construction, maintenance, or repair of the Slope Easement Property or any part thereof.

The agreements, indemnities, terms and conditions set forth in this Paragraph shall survive the rescission, cancellation or termination of this Declaration and Grant and/or that certain Right of Early Entry and Supplemental Agreement, together with any documents referenced therein, between the parties hereto, dated as of the 18th day of September, 2014.

5. Except as otherwise may be required by Grantor under the Right of Early Entry and Supplemental Agreement described above, in exigent circumstances or to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, or for traffic regulation and control, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of and access to the Slope Easement Property shall be constructed or erected by Grantor or, without Grantor's advance written consent (which may be withheld, conditioned or delayed in Grantor's sole discretion), Grantee.

6. It is the intention of Grantor that this Declaration and Grant be strictly limited to the purposes expressed herein, subject to and limited as follows:

a. The limitation that Grantee's rights hereunder shall not be exercised in any manner which substantially interferes (i) with the purposes for which the Slope Easement Property is to be used as provided herein, or (ii) with the rights and easements of any other grantee.

b. The right of any other governmental or quasi-governmental body having jurisdiction over the Slope Easement Property or the Grantor's Property at any time and from time to time, and any other private or public utility company serving the Slope Easement Property or the Grantor's Property, of access to, and rights of ingress and egress over and across, any of the Slope Easement Property for purposes of providing any governmental, municipal or utilities services, so long as any such use, permits, licenses or easements shall not impair the lateral support for the Slope Easement.

c. The right of the Grantor, in its sole discretion, to use and/or to grant permits, licenses and easements over, across, through and under the Slope Easement Property to any governmental or quasi-governmental authority, to any other public or private utility company or to any other person or entity, for the purpose of installing, maintaining or providing utilities and related facilities or for any other lawful purpose.

7. The term "*Grantor*" as used herein shall mean only the owner or owners of the fee title to the Slope Easement Property at the time in question and in the event of any transfer of such title or interest, the Grantor herein named (and in case of any subsequent transfers, the then Grantor) shall be relieved from and after the date of such transfer of all liability as respects Grantor's obligations, if any, thereafter to be performed. The obligations contained in this Declaration and Grant to be performed by Grantor shall, subject as aforesaid, be binding upon Grantor's successors and assigns, only during their respective periods of ownership. This Declaration and Grant (a) shall constitute a covenant running with the land, (b) shall benefit and bind every person having a fee, leasehold or other interest in any portion of any affected property, to the extent that such portion is benefited, affected or bound by this Declaration and Grant, and (c) shall benefit and be binding upon any owner of any such affected property acquiring title by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, voluntary conveyance, or otherwise.

8. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

9. The provisions of this Declaration and Grant are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Declaration and Grant contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration and Grant shall be construed as a whole and not strictly for or against any party.

10. This Declaration and Grant shall be governed by and construed in accordance with the laws of the State of Utah. This Declaration and Grant shall be recorded in the official real estate records of Davis County, Utah. Further, the recitals set forth above, together with the exhibits attached hereto, are incorporated in and made an integral part of this Declaration and Grant by this reference.

11. Nothing in this Declaration and Grant is intended to create an enforceable right, claim or cause of action by any third party against any party to this Declaration and Grant. This Declaration and Grant may not be modified except with the consent of Grantor and Grantee, and then only by written instrument duly executed and acknowledged and recorded in the official real estate records of Davis County, Utah.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.)

By: _____
Print Name: _____
Its: _____

CITY OF LAYTON, a political subdivision of the State of Utah

By: _____
Print Name: _____
Its: Mayor

ATTEST:

By: _____
Print Name: _____
Its: City Recorder

APPROVED AS TO FORM:

By: Tyson Willis
Print Name: Tyson Willis
Its: City Attorney

Dated this ___ day of September, 2014

Dated this 11th day of September, 2014

(acknowledgements follow)

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing Declaration and Grant of Slope Easement was acknowledged before me this _____ day of September, 2014, by _____, the _____ of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.).

NOTARY SIGNATURE AND SEAL

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing Declaration and Grant of Slope Easement was acknowledged before me this _____ day of September, 2014, by _____, the _____ of the CITY OF LAYTON, a political subdivision of the State of Utah.

NOTARY SIGNATURE AND SEAL

Schedule "A"

(Description of Grantor Property)

Two parcels of land situated in the SE1/4SE1/4 of Section 7, Township 4 North, Range 1 West, S.L.B. & M. in Davis County, State of Utah, more particularly described as follows:

PARCEL ONE:

BEG AT A PT ON THE E LINE OF PPTY CONV IN SWD RECORDED 06/06/2014 AS E# 2807192 BK 634 PG 86; SD PT BEING N 0°11'03" E ALG THE SEC LINE 66.00 FT & S 89°47'00" W 33.00 FT & N 00°11'03" E 617.25 FT & S 89°47'00" W 9.45 FT FR THE SE COR OF SEC 7-T4N-R1W, SLM; & RUN TH S 02°58'37" W 5.42 FT; TH S 00°11'05" W 103.15 FT; TH S 03°59'54" W 120.27 FT; TH S 00°11'03" W 342.96 FT; TH S 33°32'20" W 24.53 FT; TH N 88°00'56" W 26.37 FT; TH N 89°32'41" W 36.40 FT; TH N 00°27'19" E 9.00 FT; TH N 89°32'41" W 14.00 FT; TH S 00°27'19" E 9.00 FT; TH N 89°32'41" W 46.94 FT; TH N 00°00'33" E 53.42 FT; TH N 89°59'27" W 21.15 FT TO A PT OF A 226.48 FT RAD CURVE TO THE LEFT; TH NWLY 143.66 FT ALG THE ARC OF SD CURVE (LC BEARS N 36°10'1" W 141.50 FT) TO A PT OF TANGENCY; TH N 54°14' W ALG SD E'LY LINE 492.06 FT; TH N 0°11'03" E 134.83 FT; TH N 89°47' E 661.58 FT TO THE W LINE OF 1200 WEST STR; TH S 0°11'03" W ALG SD W LINE 617.25 FT TO THE POB. CONT. 5.639 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

(For reference purposes only: Tax Parcel No. 09-023-0089)

PARCEL TWO:

BEGINNING AT THE SOUTHEAST CORNER OF SAID ENTIRE TRACT AT A POINT 66 FT. N. 0°11'03" E. AND 198 FT. S. 89°47' W. FROM THE SOUTHEAST CORNER OF SAID SECTION 7 DESIGNATED AS POINT "A", AND RUNNING THENCE N. 63°18'19" W. 159.77 FT. TO THE NORTHEASTERLY RIGHT OF WAY AND NO-ACCESS LINE OF THE RAMP OF A FREEWAY KNOWN AS INTERSTATE 15; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY AND NO-ACCESS LINE THE FOLLOWING TWO (2) COURSES: (1) NORTHWESTERLY 235.06 FT. ALONG THE ARC OF A 233.62 FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD FOR SAID CURVE BEARS N. 28°43'30" W. 225.27 FT.); (2) N. 57°33' W. 287.41 FT. DESIGNATED AS POINT "C"; THENCE N. 0°11'03" E. 59.32 FT.; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE THE FOLLOWING THREE (3) COURSES: (1) S. 54°14' E. 492.06 FT.; (2) SOUTHERLY 214.77 FT. ALONG THE ARC OF A 226.48 FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD FOR SAID CURVE BEARS S. 27°04'00" E. 206.81 FT.); (3) S. 0°06' W. 11.09 FT. TO THE POINT OF BEGINNING.

CONTAINS 36,637 SQ. FT (0.84 ACRES) (APPROX.).

(For reference purposes only Tax Parcel No. 09-023-0090)

Schedule "B"

(Description of Slope Easement Property)

That certain real property located in Davis County, State of Utah, more particularly described as follows:

BEGINNING AT A POINT NORTHEASTERLY RIGHT-OF-WAY LINE & NO-ACCESS LINE OF THE INTERSTATE 15 FREEWAY RAMP SAID POINT ALSO BEING LOCATED ON A CURVE SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 146.27 FEET AND WEST 341.14 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE ALONG THE ARC OF A 233.62 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°42'00" A DISTANCE OF 112.95 FEET (CHORD BEARS NORTH 16°01'10" WEST 111.85 FEET); THENCE SOUTH 38°31'08" EAST 1.39 FEET; THENCE SOUTH 29°05'40" EAST 37.54 FEET; THENCE SOUTH 21°44'14" EAST 48.09 FEET; THENCE SOUTH 10°23'26" EAST 29.44 FEET TO A POINT ON THE NORTH LINE OF A UDOT PROJECT NO. S-0108(31)0, AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER AS ENTRY NO. 2807192 BOOK 6034 PAGE 86-87; THENCE NORTH 89°59'27" WEST ALONG SAID NORTH LINE 11.37 FEET TO A POINT ON SAID NORTHEASTERLY LINE AND THE POINT OF BEGINNING.

CONTAINS 559 SQ. FT. (APPROX.).

SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN RIGHT OF EARLY ENTRY AND SUPPLEMENTAL AGREEMENT, DATED AS OF SEPTEMBER 18, 2014, BY AND BETWEEN GRANTOR AND GRANTEE, AND SUBJECT TO ANY AND ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS OF RECORD AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE AND/OR A PHYSICAL INSPECTION OF THE SUBJECT PROPERTY.

DOCUMENT WAS
RECEIVED FROM
OUTSIDE SOURCE

WHEN RECORDED, MAIL TO:

STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111
Attention: Guy P. Kroesche, Esq.

CITY OF LAYTON
437 North Wasatch Drive
Layton, Utah 84041
Attention: City Manager

**DECLARATION AND GRANT
OF NORTHERN UTILITY EASEMENT**

(Davis County, Utah)

This Declaration and Grant of Northern Utility Easement (this "*Declaration and Grant*") is made and entered into, and shall be effective, as of September 18, 2014 (the "*Effective Date*"), by and between IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.) ("*Grantor*" or "*Intermountain Healthcare*"), and the CITY OF LAYTON, a political subdivision of the State of Utah ("*Grantee*" or the "*City*").

RECITALS

WHEREAS, Grantor owns that certain real property located in the City of Layton, Davis County, Utah, as more particularly described and outlined in attached *Schedule "A"* (the "*Grantor Property*");

WHEREAS, Grantee desires to receive a nonexclusive, perpetual and limited right-of-way and public utility easement over, under, across and through a portion of the Grantor Property, as more particularly described and outlined in attached *Schedule "B"* (the "*Easement Property*"), solely for purposes of the construction, installation, operation, inspection, repair, maintenance, replacement, and removal of utilities and related facilities and components, including without limitation natural gas, electrical, phone and fiber optic lines, solely for the benefit of the public and not otherwise (collectively, the "*Public Utilities*"), to be provided by the City or, as otherwise authorized by the City, certain quasi-public utility companies (as applicable, an "*Authorized Utility Provider*");

WHEREAS, Grantor has been advised by Grantee, and understands, that, except as otherwise agreed, in writing, by Grantor, the "*Northern Utility Easement*" (as defined below) will be used solely for purposes of the Public Utilities for the benefit of the public, and not otherwise, to be provided by the City or an Authorized Utility Provider; and

WHEREAS, Grantor is willing to grant to Grantee a nonexclusive, perpetual and limited right-of-way and public utility easement over, under, across and through the Easement Property, solely for purposes of the construction, installation, operation, inspection, repair, maintenance, replacement, and removal of the Public Utilities (the "*Limited Use*"), and not otherwise, all subject to, and conditioned upon, the terms and conditions of this Declaration and Grant.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this Declaration and Grant, Grantor and Grantee agree as follows:

TERMS

1. Grantor hereby grants and conveys to Grantee, free and clear of all liens, restrictions and encumbrances arising by, through and under Grantor, but not otherwise, a nonexclusive, perpetual and limited easement and right-of-way over, under, across and through the Easement Property solely for purposes of the Limited Use (the "*Northern Utility Easement*"); provided that, except in exigent circumstances or except for routine, non-intrusive maintenance of the Public Utilities and the Easement Property by or at the direction of Grantee or an Authorized Utility Provider, which does not interfere with, or disrupt, the continued use and operation of the Grantor Property, the Grantee or, as applicable the Authorized Utility Provider, shall use its best reasonable efforts to notify Grantor in writing, not less than five (5) days in advance of its intent to enter upon the Easement Property; and provided further that nothing contained in this Declaration and Grant shall be deemed or considered to be a dedication of all or any part of the Easement Property or the Grantor Property for the general public or for any other public purpose whatsoever.

2. Exclusive use of the Easement Property is not hereby granted, and the use of the Easement Property in common with Grantee hereby is expressly reserved by Grantor. Further, Grantor reserves the right to make any use of the Easement Property, so long as any such use does not unreasonably interfere with the nonexclusive and limited right and easement which is herein granted; provided that, notwithstanding the foregoing, Grantor shall be permitted to use and improve the Easement Property as may be reasonably necessary or appropriate for access to the Grantor Property and/or consistent with similar improvements on the Grantor Property, to landscape, hardscape, maintain and repair sidewalk, driveway, drainage and other improvements on the Easement Property as may be reasonably necessary and appropriate, so long as such improvements do not unreasonably interfere with the Public Utilities or the rights granted to Grantee hereunder; and provided that, as and to the extent that the same shall adversely affect the Public Utilities, Grantor shall not (a) construct or erect any building or structure, including, but not limited to, storage sheds, fences or any other structure, which requires slab support or footings or which restricts Grantee's access to the Public Utilities or the Easement Property, (b) plant, or allow to be planted, deep rooted trees or deep rooted shrubs over or across the Easement Property, or (c) except with the advance, written consent of Grantee (which consent shall not be unreasonably withheld, conditioned or delayed by Grantee), change the grade over the top or slope of the Easement Property.

3. The use by the holders of the dominant tenements of the easement granted herein shall be limited to the uses as are described herein, which uses shall be made in such a manner as to least interfere with the use of the servient tenements by the owners and lessees thereof.

4. In consideration of the terms and conditions hereof, Grantee acknowledges, covenants and agrees that:

a. Except as necessary for the Limited Use, the Easement Property shall not be altered or modified by Grantee in any material respect without the advance written consent of Grantor, which may be withheld or conditioned in Grantor's sole discretion; provided that, notwithstanding the foregoing, pursuant to landscape plans reasonably acceptable to, and reasonably approved (in advance) by, Grantor, Grantee shall be solely responsible for the landscaping of the Easement Property, which shall be completed no later than October 31, 2014 and, thereafter, the maintenance of the Easement Property; provided that, further, Grantor shall have the right to monitor the improvement of the Easement Property.

b. If, in connection with the use, occupation and enjoyment of the Northern Utility Easement hereby granted, any landscape, hardscape, street, road, sidewalk or other improvements of Grantor are damaged or destroyed by Grantee, then, within thirty (30) days thereafter (or such additional

reasonable time as may be required by the circumstances, not to exceed ninety (90) days, so long as Grantee shall commence any such repair or replacement within such thirty (30) day period and prosecute the same with reasonable due diligence), Grantee shall repair or replace any and all such damaged or destroyed improvements, in a first-class professional manner, to a condition substantially identical to that existing before any such damage or destruction.

c. All activities by or at the direction of Grantee, or any Authorized Utility Provider, with respect to the right of way and easement granted herein shall comply with any and all federal, state and local laws, rules and regulations applicable thereto and, further, shall be pursued diligently to completion and, in any case, completed no more than thirty (30) days (or, so long as the same shall be prosecuted with reasonable due diligence, such other longer period as may be reasonably necessary therefor and required by the circumstances) following the Grantee's, or the Authorized Utility Provider's, first entry upon the Easement Property.

d. Grantee shall, within ten (10) days after the Grantor's request, execute and deliver to Grantor an estoppel certificate in favor of Grantor and such other persons as Grantor shall request setting forth any reasonably requested information regarding the Easement Property, and Grantor and such other persons shall be entitled to rely on any such estoppel certificate.

e. Neither Grantee nor any Authorized Utility Provider shall permit any lien or claim of mechanics, laborers or materialmen to be filed against the Easement Property, the Grantor Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by Grantee or the Authorized Utility Provider. However, in the event that any such lien or claim is filed, within thirty (30) days after the date of the filing or recording of any such lien or claim, Grantee or, as applicable, the Authorized Utility Provider shall cause the same to be paid and discharged of record, or, if Grantee or the Authorized Utility Provider contests the amount allegedly due or the right of the lien holder to make its lien claim, Grantee or the Authorized Utility Provider shall cause a bond for at least 150% of the amount of the disputed lien claim to be issued in favor of Grantor to protect Grantor from any damage resulting from the lien during the entire time of any proceeding in which the Grantee or the Authorized Utility Provider contests the lien.

f. Except and only to the extent that, due to engineering and design requirements, certain components of the Northern Utility Easement improvements reasonably necessary or appropriate in furtherance of the Limited Use must be located above ground at various intervals within the Easement Property for the Northern Utility Easement improvements (and any components thereof and appurtenances thereto) to function properly, the Northern Utility Easement improvements (and any components thereof and appurtenances thereto) shall be located and buried underground and within the Easement Property under at least eighteen (18) inches of cover.

g. Grantee acknowledges that Grantor shall not have any obligations or liabilities relating to or associated with the installation, operation or maintenance of the Northern Utility Easement improvements (and/or any components thereof or appurtenances thereto) or, further, the compliance of any such Northern Utility Easement improvements (and/or any components thereof or appurtenances thereto) with any applicable laws, rules or regulations, all of which shall be the sole responsibility or obligation, cost or otherwise, of Grantee or any such Authorized Utility Provider. Further, as a condition to the use of the Easement Property for purposes of the Public Utilities or otherwise, Grantee shall require that each such Authorized Utility Provider acknowledge and agree to the terms and conditions of this Declaration and Grant, in writing, reasonably satisfactory evidentiary documentation of which shall be provided to Grantor concurrently therewith.

h. Notwithstanding any other term or condition of this Declaration and Grant or the termination or expiration hereof, Grantee or each Authorized Utility Provider, as the case may be, shall, and hereby acknowledges and agrees to, as and to the extent arising by reason of the Limited Use, indemnify, defend and hold harmless Grantor therefor and from and against any and all losses, claims, costs, expenses, or damages arising or caused, in whole or in part, by (i) any breach by Grantee and/or any Authorized Utility Provider, inclusive of their respective agents, representatives and/or employees, of the terms and conditions of this Declaration and Grant, and/or (ii) any actions or omissions of Grantee and/or any Authorized Utility Provider, inclusive of their respective agents, representatives and/or employees.

i. By reason of the Limited Use and/or the use and enjoyment of the Northern Utility Easement hereunder, neither Grantee nor any Authorized Utility Provider shall permit any contamination, dumping or other environmental waste to be left, disposed on or contaminate the Easement Property and, further, shall not create, exacerbate or cause any "*Environmental Condition*" (as defined below) on or about the Grantor Property (inclusive of the Easement Property). For purposes hereof, "*Environmental Condition*" means (i) contamination or pollution of soil, air, surface or groundwater, (ii) the disposal, placement, existence, presence or release or threat of release of a "*Hazardous Material*" (as defined below) and the affects thereof, (iii) noncompliance with or violation of "*Applicable Law*" (as defined below) including, without limitation, any lack of required governmental permits or approvals, "*Hazardous Material*" means (iv) any substance, the presence of which requires investigation, remediation, or other response or corrective action under Applicable Law, or (v) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to Applicable Law, or (vi) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons, and "*Applicable Law*" means all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution.

j. Grantee shall have no right, interest or easement in or to the Easement Property other than the Northern Utility Easement granted pursuant to this Declaration and Grant and, further, without limiting the generality of the foregoing, Grantee shall (i) design, construct and maintain the Easement Property in stable condition; (ii) unless otherwise agreed by Grantor, ensure that adjacent and contiguous portions of the Easement Property and the Grantor Property are reasonably accessible and homogenous; (iii) during any construction, maintenance or repair of the Easement Property, take or cause to be taken such actions as may be necessary or appropriate to ensure adequate and sufficient drainage of the Easement Property and to prevent damage to the Grantor Property as a result of any improvement of the Easement Property; and (iv) take or cause to be taken such actions as may be necessary or appropriate to mitigate any adverse effects of any use of the Northern Utility Easement.

k. Notwithstanding the obligations of Grantee set forth in subparagraph 4(a), above, Grantor shall have the right, but not the obligation, to landscape or otherwise improve or use any part or all of the Easement Property, so long as any such improvement or use does not unreasonably interfere with the Public Utilities or the rights granted hereunder; provided that, notwithstanding any other term or condition hereof, Grantor shall not have any obligation for the design, construction, maintenance, or repair of the Easement Property or any part thereof.

The agreements, indemnities, terms and conditions set forth in this Paragraph shall survive the rescission, cancellation or termination of this Declaration and Grant and/or that certain Right of Early Entry and Supplemental Agreement, together with any documents referenced therein, between the parties hereto, dated as of the 18th day of September, 2014.

5. Except as otherwise may be required by Grantor under the Right of Early Entry and Supplemental Agreement described above, in exigent circumstances or to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, or for traffic regulation and control, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of and access to the Easement Property shall be constructed or erected by Grantor or, without Grantor's advance written consent (which may be withheld, conditioned or delayed in Grantor's sole discretion), Grantee or any Authorized Utility Provider.

6. It is the intention of Grantor that this Declaration and Grant be strictly limited to the purposes expressed herein, subject to and limited as follows:

a. The limitation that Grantee's or, as applicable, any Authorized Utility Provider's rights hereunder shall not be exercised in any manner which substantially interferes (i) with the purposes for which the Easement Property is to be used as provided herein, or (ii) with the rights and easements of any other grantee.

b. The right of any other governmental or quasi-governmental body having jurisdiction over the Easement Property or the Grantor's Property at any time and from time to time, and any other private or public utility company serving the Easement Property or the Grantor's Property, of access to, and rights of ingress and egress over and across, any of the Easement Property for purposes of providing any governmental, municipal or utilities services.

c. The right of the Grantor, in its sole discretion, to use and/or to grant permits, licenses and easements over, across, through and under the Easement Property to any governmental or quasi-governmental authority, to any other public or private utility company or to any other person or entity, for the purpose of installing, maintaining or providing utilities and related facilities or for any other lawful purpose.

7. Grantee agrees, acknowledges and understands that Grantor reserves the right, in its sole discretion and its sole cost and expense, to relocate all or any part of the Public Utilities, and to reconstruct and reinstall any and all such Public Utilities, so long as such relocation, reconstruction and reinstallation occurs within the Easement Property and is consistent with any and all applicable ordinances, laws, rules and regulations, and the standards and requirements of Grantee and any other governmental authorities having jurisdiction over the Easement Property. Prior to relocating any part of the Public Utilities, Grantor shall provide at least thirty (30) days advance written notice to Grantee. In the event of such relocation, the parties agree to amend this Declaration and Grant as necessary or appropriate to reflect such changes.

8. The term "**Grantor**" as used herein shall mean only the owner or owners of the fee title to the Easement Property at the time in question and in the event of any transfer of such title or interest, the Grantor herein named (and in case of any subsequent transfers, the then Grantor) shall be relieved from and after the date of such transfer of all liability as respects Grantor's obligations, if any, thereafter to be performed. The obligations contained in this Declaration and Grant to be performed by Grantor shall, subject as aforesaid, be binding upon Grantor's successors and assigns, only during their respective periods of ownership. This Declaration and Grant (a) shall constitute a covenant running with the land, (b) shall benefit and bind every person having a fee, leasehold or other interest in any portion of any affected property, to the extent that such portion is benefited, affected or bound by this Declaration and Grant, and (c) shall benefit and be binding upon any owner of any such affected property acquiring title by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, voluntary conveyance, or otherwise.

9. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

10. The provisions of this Declaration and Grant are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Declaration and Grant contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration and Grant shall be construed as a whole and not strictly for or against any party.

11. This Declaration and Grant shall be governed by and construed in accordance with the laws of the State of Utah. This Declaration and Grant shall be recorded in the official real estate records of Davis County, Utah. Further, the recitals set forth above, together with the exhibits attached hereto, are incorporated in and made an integral part of this Declaration and Grant by this reference.

12. Nothing in this Declaration and Grant is intended to create an enforceable right, claim or cause of action by any third party against any party to this Declaration and Grant. This Declaration and Grant may not be modified except with the consent of Grantor and Grantee, and then only by written instrument duly executed and acknowledged and recorded in the official real estate records of Davis County, Utah.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.)

By: _____
Print Name: _____
Its: _____

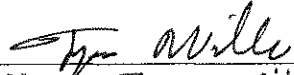
CITY OF LAYTON, a political subdivision of the State of Utah

By: _____
Print Name: _____
Its: Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Print Name: _____
Its: City Recorder

By:  _____
Print Name: Tyson Willis
Its: City Attorney

Dated this ___ day of September, 2014

Dated this 11th day of September, 2014

(acknowledgements follow)

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing Declaration and Grant of Northern Utility Easement was acknowledged before me this ____ day of September, 2014, by _____, the _____ of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.).

NOTARY SIGNATURE AND SEAL

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing Declaration and Grant of Northern Utility Easement was acknowledged before me this ____ day of September, 2014, by _____, the _____ of the CITY OF LAYTON, a political subdivision of the State of Utah.

NOTARY SIGNATURE AND SEAL

Schedule "A"

(Description of Grantor Property)

Two parcels of land situated in the SE1/4SE1/4 of Section 7, Township 4 North, Range 1 West, S.L.B. & M. in Davis County, State of Utah, more particularly described as follows:

PARCEL ONE:

BEG AT A PT ON THE E LINE OF PPTY CONV IN SWD RECORDED 06/06/2014 AS E# 2807192 BK 634 PG 86; SD PT BEING N 0°11'03" E ALG THE SEC LINE 66.00 FT & S 89°47'00" W 33.00 FT & N 00°11'03" E 617.25 FT & S 89°47'00" W 9.45 FT FR THE SE COR OF SEC 7-T4N-R1W, SLM; & RUN TH S 02°58'37" W 5.42 FT; TH S 00°11'05" W 103.15 FT; TH S 03°59'54" W 120.27 FT; TH S 00°11'03" W 342.96 FT; TH S 33°32'20" W 24.53 FT; TH N 88°00'56" W 26.37 FT; TH N 89°32'41" W 36.40 FT; TH N 00°27'19" E 9.00 FT; TH N 89°32'41" W 14.00 FT; TH S 00°27'19" E 9.00 FT; TH N 89°32'41" W 46.94 FT; TH N 00°00'33" E 53.42 FT; TH N 89°59'27" W 21.15 FT TO A PT OF A 226.48 FT RAD CURVE TO THE LEFT; TH NWLY 143.66 FT ALG THE ARC OF SD CURVE (LC BEARS N 36°10'1" W 141.50 FT) TO A PT OF TANGENCY; TH N 54°14' W ALG SD E'LY LINE 492.06 FT; TH N 0°11'03" E 134.83 FT; TH N 89°47' E 661.58 FT TO THE W LINE OF 1200 WEST STR; TH S 0°11'03" W ALG SD W LINE 617.25 FT TO THE POB. CONT. 5.639 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

(For reference purposes only: Tax Parcel No. 09-023-0089)

PARCEL TWO:

BEGINNING AT THE SOUTHEAST CORNER OF SAID ENTIRE TRACT AT A POINT 66 FT. N. 0°11'03" E. AND 198 FT. S. 89°47' W. FROM THE SOUTHEAST CORNER OF SAID SECTION 7 DESIGNATED AS POINT "A", AND RUNNING THENCE N. 63°18'19" W. 159.77 FT. TO THE NORTHEASTERLY RIGHT OF WAY AND NO-ACCESS LINE OF THE RAMP OF A FREEWAY KNOWN AS INTERSTATE 15; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY AND NO-ACCESS LINE THE FOLLOWING TWO (2) COURSES: (1) NORTHWESTERLY 235.06 FT. ALONG THE ARC OF A 233.62 FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD FOR SAID CURVE BEARS N. 28°43'30" W. 225.27 FT.); (2) N. 57°33' W. 287.41 FT. DESIGNATED AS POINT "C"; THENCE N. 0°11'03" E. 59.32 FT.; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE THE FOLLOWING THREE (3) COURSES: (1) S. 54°14' E. 492.06 FT.; (2) SOUTHERLY 214.77 FT. ALONG THE ARC OF A 226.48 FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD FOR SAID CURVE BEARS S. 27°04'00" E. 206.81 FT.); (3) S. 0°06' W. 11.09 FT. TO THE POINT OF BEGINNING.

CONTAINS 36,637 SQ. FT (0.84 ACRES) (APPROX.).

(For reference purposes only Tax Parcel No. 09-023-0090)

Schedule "B"

(Description of Easement Property)

That certain real property located in Davis County, State of Utah, more particularly described as follows:

EASEMENT PARCEL ONE:

BEGINNING AT A POINT NORTHEASTERLY RIGHT-OF-WAY LINE & NO-ACCESS LINE OF THE INTERSTATE 15 FREEWAY RAMP SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 411.11' AND WEST 570.42 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTH 57°33'00" WEST ALONG SAID NORTHEASTERLY LINE 22.53 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF 383.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17°56'50" A DISTANCE OF 120.13 FEET (CHORD BEARS NORTH 34°06'20" WEST 119.64 FEET); THENCE SOUTH 54°14'00" EAST 10.51 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 378.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19°51'40" A DISTANCE OF 131.21 FEET (CHORD BEARS SOUTH 36°27'10" EAST 130.5 FEET) TO A POINT ON SAID NORTHEASTERLY LINE AND THE POINT OF BEGINNING.

CONTAINS 626 SQ. FT. (APPROX.).

EASEMENT PARCEL TWO:

BEGINNING AT A POINT ON A CURVE SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 510.56 FEET AND WEST 645.46 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTH 54°14'00" WEST 10.83 FEET; TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A 383.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°21'00" A DISTANCE OF 169.66 FEET (CHORD BEARS NORTH 13°20'50" WEST 168.28 FEET); THENCE NORTH 89°46'29" EAST 5.00 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 378.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°47'10" A DISTANCE OF 176.96 (CHORD BEARS SOUTH 14°04'20" EAST 175.35 FEET) TO THE POINT OF BEGINNING.

CONTAINS 867 SQ. FT. (APPROX.).

SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN RIGHT OF EARLY ENTRY AND SUPPLEMENTAL AGREEMENT, DATED AS OF SEPTEMBER 18, 2014, BY AND BETWEEN GRANTOR AND GRANTEE, AND SUBJECT TO ANY AND ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS OF RECORD AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE AND/OR A PHYSICAL INSPECTION OF THE SUBJECT PROPERTY.

DOCUMENT WAS
RECEIVED FROM
OUTSIDE SOURCE

WHEN RECORDED, MAIL TO:

STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111
Attention: Guy P. Kroesche, Esq.

CITY OF LAYTON
437 North Wasatch Drive
Layton, Utah 84041
Attention: City Manager

**DECLARATION AND GRANT
OF SOUTHERN UTILITY EASEMENT**

(Davis County, Utah)

This Declaration and Grant of Southern Utility Easement (this "**Declaration and Grant**") is made and entered into, and shall be effective, as of September 18, 2014 (the "**Effective Date**"), by and between IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.) ("**Grantor**" or "**Intermountain Healthcare**"), and the CITY OF LAYTON, a political subdivision of the State of Utah ("**Grantee**" or the "**City**").

RECITALS

WHEREAS, Grantor owns that certain real property located in the City of Layton, Davis County, Utah, as more particularly described and outlined in attached **Schedule "A"** (the "**Grantor Property**");

WHEREAS, Grantee desires to receive a nonexclusive, perpetual and limited right-of-way and public utility easement over, under, across and through a portion of the Grantor Property, as more particularly described and outlined in attached **Schedule "B"** (the "**Easement Property**"), solely for purposes of the construction, installation, operation, inspection, repair, maintenance, replacement, and removal of utilities and related facilities and components, including without limitation natural gas, electrical, phone and fiber optic lines, solely for the benefit of the public and not otherwise (collectively, the "**Public Utilities**"), to be provided by the City or, as otherwise authorized by the City, certain quasi-public utility companies (as applicable, an "**Authorized Utility Provider**");

WHEREAS, Grantor has been advised by Grantee, and understands, that, except as otherwise agreed, in writing, by Grantor, the "**Southern Utility Easement**" (as defined below) will be used solely for purposes of the Public Utilities for the benefit of the public, and not otherwise, to be provided by the City or an Authorized Utility Provider; and

WHEREAS, Grantor is willing to grant to Grantee a nonexclusive, perpetual and limited right-of-way and public utility easement over, under, across and through the Easement Property, solely for purposes of the construction, installation, operation, inspection, repair, maintenance, replacement, and removal of the Public Utilities (the "**Limited Use**"), and not otherwise, all subject to, and conditioned upon, the terms and conditions of this Declaration and Grant.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this Declaration and Grant, Grantor and Grantee agree as follows:

TERMS

1. Grantor hereby grants and conveys to Grantee, free and clear of all liens, restrictions and encumbrances arising by, through and under Grantor, but not otherwise, a nonexclusive, perpetual and limited easement and right-of-way over, under, across and through the Easement Property solely for purposes of the Limited Use (the "*Southern Utility Easement*"); provided that, except in exigent circumstances or except for routine, non-intrusive maintenance of the Public Utilities and the Easement Property by or at the direction of Grantee or an Authorized Utility Provider, which does not interfere with, or disrupt, the continued use and operation of the Grantor Property, the Grantee or, as applicable the Authorized Utility Provider, shall use its best reasonable efforts to notify Grantor in writing, not less than five (5) days in advance of its intent to enter upon the Easement Property; and provided further that nothing contained in this Declaration and Grant shall be deemed or considered to be a dedication of all or any part of the Easement Property or the Grantor Property for the general public or for any other public purpose whatsoever.

2. Exclusive use of the Easement Property is not hereby granted, and the use of the Easement Property in common with Grantee hereby is expressly reserved by Grantor. Further, Grantor reserves the right to make any use of the Easement Property, so long as any such use does not unreasonably interfere with the nonexclusive and limited right and easement which is herein granted; provided that, notwithstanding the foregoing, Grantor shall be permitted to use and improve the Easement Property as may be reasonably necessary or appropriate for access to the Grantor Property and/or consistent with similar improvements on the Grantor Property, to landscape, hardscape, maintain and repair sidewalk, driveway, drainage and other improvements on the Easement Property as may be reasonably necessary and appropriate, so long as such improvements do not unreasonably interfere with the Public Utilities or the rights granted to Grantee hereunder; and provided that, as and to the extent that the same shall adversely affect the Public Utilities, Grantor shall not (a) construct or erect any building or structure, including, but not limited to, storage sheds, fences or any other structure, which requires slab support or footings or which restricts Grantee's access to the Public Utilities or the Easement Property, (b) plant, or allow to be planted, deep rooted trees or deep rooted shrubs over or across the Easement Property, or (c) except with the advance, written consent of Grantee (which consent shall not be unreasonably withheld, conditioned or delayed by Grantee), change the grade over the top or slope of the Easement Property.

3. The use by the holders of the dominant tenements of the easement granted herein shall be limited to the uses as are described herein, which uses shall be made in such a manner as to least interfere with the use of the servient tenements by the owners and lessees thereof.

4. In consideration of the terms and conditions hereof, Grantee acknowledges, covenants and agrees that:

a. Except as necessary for the Limited Use, the Easement Property shall not be altered or modified by Grantee in any material respect without the advance written consent of Grantor, which may be withheld or conditioned in Grantor's sole discretion; provided that, notwithstanding the foregoing, pursuant to landscape plans reasonably acceptable to, and reasonably approved (in advance) by, Grantor, Grantee shall be solely responsible for the landscaping of the Easement Property, which shall be completed no later than October 31, 2014 and, thereafter, the maintenance of the Easement Property; provided that, further, Grantor shall have the right to monitor the improvement of the Easement Property.

b. If, in connection with the use, occupation and enjoyment of the Southern Utility Easement hereby granted, any landscape, hardscape, street, road, sidewalk or other improvements of Grantor are damaged or destroyed by Grantee, then, within thirty (30) days thereafter (or such additional reasonable time as may be required by the circumstances, not to exceed ninety (90) days, so long as Grantee shall commence any such repair or replacement within such thirty (30) day period and prosecute the same with reasonable due diligence), Grantee shall repair or replace any and all such damaged or destroyed improvements, in a first-class professional manner, to a condition substantially identical to that existing before any such damage or destruction.

c. All activities by or at the direction of Grantee, or any Authorized Utility Provider, with respect to the right of way and easement granted herein shall comply with any and all federal, state and local laws, rules and regulations applicable thereto and, further, shall be pursued diligently to completion and, in any case, completed no more than thirty (30) days (or, so long as the same shall be prosecuted with reasonable due diligence, such other longer period as may be reasonably necessary therefor and required by the circumstances) following the Grantee's, or the Authorized Utility Provider's, first entry upon the Easement Property.

d. Grantee shall, within ten (10) days after the Grantor's request, execute and deliver to Grantor an estoppel certificate in favor of Grantor and such other persons as Grantor shall request setting forth any reasonably requested information regarding the Easement Property, and Grantor and such other persons shall be entitled to rely on any such estoppel certificate.

e. Neither Grantee nor any Authorized Utility Provider shall permit any lien or claim of mechanics, laborers or materialmen to be filed against the Easement Property, the Grantor Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by Grantee or the Authorized Utility Provider. However, in the event that any such lien or claim is filed, within thirty (30) days after the date of the filing or recording of any such lien or claim, Grantee or, as applicable, the Authorized Utility Provider shall cause the same to be paid and discharged of record, or, if Grantee or the Authorized Utility Provider contests the amount allegedly due or the right of the lien holder to make its lien claim, Grantee or the Authorized Utility Provider shall cause a bond for at least 150% of the amount of the disputed lien claim to be issued in favor of Grantor to protect Grantor from any damage resulting from the lien during the entire time of any proceeding in which the Grantee or the Authorized Utility Provider contests the lien.

f. Except and only to the extent that, due to engineering and design requirements, certain components of the Southern Utility Easement improvements reasonably necessary or appropriate in furtherance of the Limited Use must be located above ground at various intervals within the Easement Property for the Southern Utility Easement improvements (and any components thereof and appurtenances thereto) to function properly, the Southern Utility Easement improvements (and any components thereof and appurtenances thereto) shall be located and buried underground and within the Easement Property under at least eighteen (18) inches of cover.

g. Grantee acknowledges that Grantor shall not have any obligations or liabilities relating to or associated with the installation, operation or maintenance of the Southern Utility Easement improvements (and/or any components thereof or appurtenances thereto) or, further, the compliance of any such Southern Utility Easement improvements (and/or any components thereof or appurtenances thereto) with any applicable laws, rules or regulations, all of which shall be the sole responsibility or obligation, cost or otherwise, of Grantee or any such Authorized Utility Provider. Further, as a condition to the use of the Easement Property for purposes of the Public Utilities or otherwise, Grantee shall require that each such Authorized Utility Provider acknowledge and agree to the terms and conditions of this

Declaration and Grant, in writing, reasonably satisfactory evidentiary documentation of which shall be provided to Grantor concurrently therewith.

h. Notwithstanding any other term or condition of this Declaration and Grant or the termination or expiration hereof, Grantee or each Authorized Utility Provider, as the case may be, shall, and hereby acknowledges and agrees to, as and to the extent arising by reason of the Limited Use, indemnify, defend and hold harmless Grantor therefor and from and against any and all losses, claims, costs, expenses, or damages arising or caused, in whole or in part, by (i) any breach by Grantee and/or any Authorized Utility Provider, inclusive of their respective agents, representatives and/or employees, of the terms and conditions of this Declaration and Grant, and/or (ii) any actions or omissions of Grantee and/or any Authorized Utility Provider, inclusive of their respective agents, representatives and/or employees.

i. By reason of the Limited Use and/or the use and enjoyment of the Southern Utility Easement hereunder, neither Grantee nor any Authorized Utility Provider shall permit any contamination, dumping or other environmental waste to be left, disposed on or contaminate the Easement Property and, further, shall not create, exacerbate or cause any "*Environmental Condition*" (as defined below) on or about the Grantor Property (inclusive of the Easement Property). For purposes hereof, "*Environmental Condition*" means (i) contamination or pollution of soil, air, surface or groundwater, (ii) the disposal, placement, existence, presence or release or threat of release of a "*Hazardous Material*" (as defined below) and the affects thereof, (iii) noncompliance with or violation of "*Applicable Law*" (as defined below) including, without limitation, any lack of required governmental permits or approvals, "*Hazardous Material*" means (iv) any substance, the presence of which requires investigation, remediation, or other response or corrective action under Applicable Law, or (v) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to Applicable Law, or (vi) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons, and "*Applicable Law*" means all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution.

j. Grantee shall have no right, interest or easement in or to the Easement Property other than the Southern Utility Easement granted pursuant to this Declaration and Grant and, further, without limiting the generality of the foregoing, Grantee shall (i) design, construct and maintain the Easement Property in stable condition; (ii) unless otherwise agreed by Grantor, ensure that adjacent and contiguous portions of the Easement Property and the Grantor Property are reasonably accessible and homogenous; (iii) during any construction, maintenance or repair of the Easement Property, take or cause to be taken such actions as may be necessary or appropriate to ensure adequate and sufficient drainage of the Easement Property and to prevent damage to the Grantor Property as a result of any improvement of the Easement Property; and (iv) take or cause to be taken such actions as may be necessary or appropriate to mitigate any adverse effects of any use of the Southern Utility Easement.

k. Notwithstanding the obligations of Grantee set forth in subparagraph 4(a), above, Grantor shall have the right, but not the obligation, to landscape or otherwise improve or use any part or all of the Easement Property, so long as any such improvement or use does not unreasonably interfere with the Public Utilities or the rights granted hereunder; provided that, notwithstanding any other term or condition hereof, Grantor shall not have any obligation for the design, construction, maintenance, or repair of the Easement Property or any part thereof.

The agreements, indemnities, terms and conditions set forth in this Paragraph shall survive the rescission, cancellation or termination of this Declaration and Grant and/or that certain Right of Early Entry and Supplemental Agreement, together with any documents referenced therein, between the parties hereto, dated as of the 18th day of September, 2014.

5. Except as otherwise may be required by Grantor under the Right of Early Entry and Supplemental Agreement described above, in exigent circumstances or to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, or for traffic regulation and control, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of and access to the Easement Property shall be constructed or erected by Grantor or, without Grantor's advance written consent (which may be withheld, conditioned or delayed in Grantor's sole discretion), Grantee or any Authorized Utility Provider.

6. It is the intention of Grantor that this Declaration and Grant be strictly limited to the purposes expressed herein, subject to and limited as follows:

a. The limitation that Grantee's or, as applicable, any Authorized Utility Provider's rights hereunder shall not be exercised in any manner which substantially interferes (i) with the purposes for which the Easement Property is to be used as provided herein, or (ii) with the rights and easements of any other grantee.

b. The right of any other governmental or quasi-governmental body having jurisdiction over the Easement Property or the Grantor's Property at any time and from time to time, and any other private or public utility company serving the Easement Property or the Grantor's Property, of access to, and rights of ingress and egress over and across, any of the Easement Property for purposes of providing any governmental, municipal or utilities services.

c. The right of the Grantor, in its sole discretion, to use and/or to grant permits, licenses and easements over, across, through and under the Easement Property to any governmental or quasi-governmental authority, to any other public or private utility company or to any other person or entity, for the purpose of installing, maintaining or providing utilities and related facilities or for any other lawful purpose.

7. Grantee agrees, acknowledges and understands that Grantor reserves the right, in its sole discretion and its sole cost and expense, to relocate all or any part of the Public Utilities, and to reconstruct and reinstall any and all such Public Utilities, so long as such relocation, reconstruction and reinstallation occurs within the Easement Property and is consistent with any and all applicable ordinances, laws, rules and regulations, and the standards and requirements of Grantee and any other governmental authorities having jurisdiction over the Easement Property. Prior to relocating any part of the Public Utilities, Grantor shall provide at least thirty (30) days advance written notice to Grantee. In the event of such relocation, the parties agree to amend this Declaration and Grant as necessary or appropriate to reflect such changes.

8. The term "*Grantor*" as used herein shall mean only the owner or owners of the fee title to the Easement Property at the time in question and in the event of any transfer of such title or interest, the Grantor herein named (and in case of any subsequent transfers, the then Grantor) shall be relieved from and after the date of such transfer of all liability as respects Grantor's obligations, if any, thereafter to be performed. The obligations contained in this Declaration and Grant to be performed by Grantor shall, subject as aforesaid, be binding upon Grantor's successors and assigns, only during their respective periods of ownership. This Declaration and Grant (a) shall constitute a covenant running with the land, (b) shall benefit and bind every person having a fee, leasehold or other interest in any portion of any

affected property, to the extent that such portion is benefited, affected or bound by this Declaration and Grant, and (c) shall benefit and be binding upon any owner of any such affected property acquiring title by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, voluntary conveyance, or otherwise.

9. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

10. The provisions of this Declaration and Grant are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Declaration and Grant contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration and Grant shall be construed as a whole and not strictly for or against any party.

11. This Declaration and Grant shall be governed by and construed in accordance with the laws of the State of Utah. This Declaration and Grant shall be recorded in the official real estate records of Davis County, Utah. Further, the recitals set forth above, together with the exhibits attached hereto, are incorporated in and made an integral part of this Declaration and Grant by this reference.

12. Nothing in this Declaration and Grant is intended to create an enforceable right, claim or cause of action by any third party against any party to this Declaration and Grant. This Declaration and Grant may not be modified except with the consent of Grantor and Grantee, and then only by written instrument duly executed and acknowledged and recorded in the official real estate records of Davis County, Utah.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.)

By: _____
Print Name: _____
Its: _____

CITY OF LAYTON, a political subdivision of the State of Utah

By: _____
Print Name: _____
Its: Mayor

ATTEST:

By: _____
Print Name: _____
Its: City Recorder

APPROVED AS TO FORM:

By: Tyson Willis
Print Name: Tyson Willis
Its: City Attorney

Dated this ___ day of September, 2014 Dated this 14 day of September, 2014

(acknowledgements follow)

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing Declaration and Grant of Southern Utility Easement was acknowledged before me this ____ day of September, 2014, by _____, the _____ of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (formerly known as IHC Hospitals, Inc.).

NOTARY SIGNATURE AND SEAL

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing Declaration and Grant of Southern Utility Easement was acknowledged before me this ____ day of September, 2014, by _____, the _____ of the CITY OF LAYTON, a political subdivision of the State of Utah.

NOTARY SIGNATURE AND SEAL

Schedule "A"

(Description of Grantor Property)

Two parcels of land situated in the SE1/4SE1/4 of Section 7, Township 4 North, Range 1 West, S.L.B. & M. in Davis County, State of Utah, more particularly described as follows:

PARCEL ONE:

BEG AT A PT ON THE E LINE OF PPTY CONV IN SWD RECORDED 06/06/2014 AS E# 2807192 BK 634 PG 86; SD PT BEING N 0°11'03" E ALG THE SEC LINE 66.00 FT & S 89°47'00" W 33.00 FT & N 00°11'03" E 617.25 FT & S 89°47'00" W 9.45 FT FR THE SE COR OF SEC 7-T4N-R1W, SLM; & RUN TH S 02°58'37" W 5.42 FT; TH S 00°11'05" W 103.15 FT; TH S 03°59'54" W 120.27 FT; THS 00°11'03" W 342.96 FT; TH S 33°32'20" W 24.53 FT; TH N 88°00'56" W 26.37 FT; TH N 89°32'41" W 36.40 FT; TH N 00°27'19" E 9.00 FT; TH N 89°32'41" W 14.00 FT; TH S 00°27'19" E 9.00 FT; TH N 89°32'41" W 46.94 FT; TH N 00°00'33" E 53.42 FT; TH N 89°59'27" W 21.15 FT TO A PT OF A 226.48 FT RAD CURVE TO THE LEFT; TH NWLY 143.66 FT ALG THE ARC OF SD CURVE (LC BEARS N 36°10'11" W 141.50 FT) TO A PT OF TANGENCY; TH N 54°14' W ALG SD E'LY LINE 492.06 FT; TH N 0°11'03" E 134.83 FT; TH N 89°47' E 661.58 FT TO THE W LINE OF 1200 WEST STR; TH S 0°11'03" W ALG SD W LINE 617.25 FT TO THE POB. CONT. 5.639 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

(For reference purposes only: Tax Parcel No. 09-023-0089)

PARCEL TWO:

BEGINNING AT THE SOUTHEAST CORNER OF SAID ENTIRE TRACT AT A POINT 66 FT. N. 0°11'03" E. AND 198 FT. S. 89°47' W. FROM THE SOUTHEAST CORNER OF SAID SECTION 7 DESIGNATED AS POINT "A", AND RUNNING THENCE N. 63°18'19" W. 159.77 FT. TO THE NORTHEASTERLY RIGHT OF WAY AND NO-ACCESS LINE OF THE RAMP OF A FREEWAY KNOWN AS INTERSTATE 15; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY AND NO-ACCESS LINE THE FOLLOWING TWO (2) COURSES: (1) NORTHWESTERLY 235.06 FT. ALONG THE ARC OF A 233.62 FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD FOR SAID CURVE BEARS N. 28°43'30" W. 225.27 FT.); (2) N. 57°33' W. 287.41 FT. DESIGNATED AS POINT "C"; THENCE N. 0°11'03" E. 59.32 FT.; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE THE FOLLOWING THREE (3) COURSES: (1) S. 54°14' E. 492.06 FT.; (2) SOUTHERLY 214.77 FT. ALONG THE ARC OF A 226.48 FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD FOR SAID CURVE BEARS S. 27°04'00" E. 206.81 FT.); (3) S. 0°06' W. 11.09 FT. TO THE POINT OF BEGINNING.

CONTAINS 36,637 SQ. FT (0.84 ACRES) (APPROX.).

(For reference purposes only Tax Parcel No. 09-023-0090)

Schedule "B"

(Description of Easement Property)

That certain real property located in Davis County, State of Utah, more particularly described as follows:

BEGINNING AT A POINT NORTHEASTERLY RIGHT-OF-WAY LINE & NO-ACCESS LINE OF THE INTERSTATE 15 FREEWAY RAMP SAID POINT ALSO BEING LOCATED ON A CURVE SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 146.27 FEET AND WEST 341.14 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE ALONG THE ARC OF A 233.62 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°35'20" A DISTANCE OF 47.26 FEET (CHORD BEARS NORTH 07°57'50" WEST 47.18 FEET) TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 243.24 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°17'10" A DISTANCE OF 47.92 FEET (CHORD BEARS SOUTH 12°23'50" EAST 47.84 FEET) TO A POINT ON THE NORTH LINE OF A UDOT PROJECT NO. S-0108(31)0, AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER AS ENTRY NO. 2807192 BOOK 6034 PAGE 86-87; THENCE NORTH 89°59'27" WEST ALONG SAID NORTH LINE 3.74 FEET TO A POINT ON SAID NORTHEASTERLY LINE AND THE POINT OF BEGINNING.

CONTAINS 87 SQ. FT. (APPROX.).

SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN RIGHT OF EARLY ENTRY AND SUPPLEMENTAL AGREEMENT, DATED AS OF SEPTEMBER 18, 2014, BY AND BETWEEN GRANTOR AND GRANTEE, AND SUBJECT TO ANY AND ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS OF RECORD AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE AND/OR A PHYSICAL INSPECTION OF THE SUBJECT PROPERTY.

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.D.

Subject:

Annexation Request – Eric Martz – Acceptance of the Request – Resolution 14-65 – 1242 East Pheasant View Drive

Background:

The proposal is to annex .44 acres. If the annexation request is accepted, Staff will initiate an ordinance as required by the annexation procedures as outlined in Utah Code Annotated. The annexation area consists of a parcel owned by Eric Martz (see attached annexation aerial).

Per State Code 10-2-418, the City can annex a piece of real property when considered as an island or peninsula. The .44 acres is considered a peninsula as a landlocked piece of property adjacent to the petitioner's development in Layton City.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-65 accepting the request for annexation and direct Staff to initiate an ordinance as required by annexation procedures; or 2) Not adopt Resolution 14-65 denying the request for annexation.

Recommendation:

Staff recommends the Council adopt Resolution 14-65 accepting the request for annexation and directing Staff to initiate an ordinance as required by annexation procedures.

RESOLUTION 14-65
(Eric Martz Annexation)

A RESOLUTION INDICATING THE INTENT TO ANNEX A CERTAIN AREA INTO THE CITY BOUNDARIES UNDER THE PROVISIONS OF SECTION 10-2-418 OF THE UTAH CODE, ANNEXATION OF AN ISLAND OR PENINSULA WITHOUT A PETITION, FOR PROPERTY LOCATED AT 1242 EAST PHEASANT VIEW DRIVE.

WHEREAS, it is the intent of the City to annex an unincorporated peninsula located at approximately 1242 East Pheasant View Drive, into the boundaries of Layton City under the provisions of Section 10-2-418 of the Utah Code; and

WHEREAS, the area to be annexed consists of an unincorporated peninsula, contiguous to Layton City; and

WHEREAS, the peninsula consists of residential development; and

WHEREAS, the area proposed for annexation requires the delivery of municipal services; and

WHEREAS, the City has provided most or all of the municipal-type services to the area for at least one year; and

WHEREAS, the property owners wish to proceed with the annexation to the City; and

WHEREAS, the City Council determines it to be in the best interest of the citizens of Layton City to express an intent to annex the area indicated above into the boundaries of Layton City and to instruct Staff to proceed to complete the appropriate notices and to provide for a public hearing so that the annexation may be lawfully completed.

UTAH: **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON,**

1. The Mayor and City Council of Layton City hereby adopts and approves this Resolution indicating an intent to annex the area described as .44 acres of real property, located at 1242 East Pheasant View Drive. The property is more particularly described in the description presented with the petition, which is attached hereto and made a part hereof by this reference.
2. The "WHEREAS" provisions above are hereby adopted as findings and incorporated herein for that purpose.
3. Staff is hereby directed to publish a notice as required under Section 10-2-418(2) of the Utah Code, noticing a public hearing on this matter. The first publication of the notice required shall be within 14 days of the adoption of this Resolution. Subsequent to the public hearing, if no protest is received, the City Council may approve an ordinance annexing the above described property into the City boundaries and the annexation will become effective upon the effective date under Section 10-2-425 of the Utah Code.

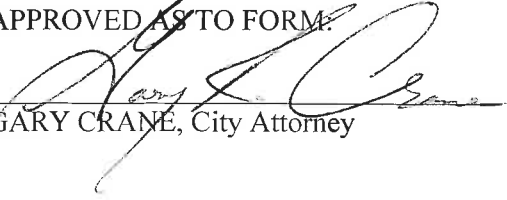
PASSED AND ADOPTED by the City Council of Layton, Utah, this 18th day of September, 2014.

ROBERT J STEVENSON, Mayor

ATTEST:

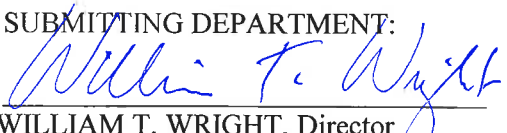
THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:



WILLIAM T. WRIGHT, Director
Community & Economic Development

LEGAL DESCRIPTION

Beginning at a point North $89^{\circ}46'40''$ West 388.090 feet and South 116.83 feet from the Northeast corner of the Southwest quarter of Section 27, Township 4 North, Range 1 West, Salt Lake base and meridian; to a point Southeasterly and perpendicularly distant 25.00 feet, more or less, from an existing 5 foot wood fence; thence South $60^{\circ}03'15''$ West 145.58 feet, which is Southeasterly and perpendicularly distance 25 feet from said wood fence, to the Easterly boundary of Egbert's Place Subdivision; thence North $31^{\circ}04'15''$ West 131.85 feet, more or less to the Southerly line of property as deeded in Book 2238 at Page 770; thence North $60^{\circ}03'15''$ East 147.15 feet to a point extending Northwesterly from the Northwest corner of property as deeded in Book 2158 at Page 1035 of official records and being the Westerly boundary of Fiddler's Creek No. 3; thence South $30^{\circ}23'19''$ East 131.829 feet along said subdivision and deed line to the point of beginning.

Contains 0.44 acre






CITY COUNCIL

September 18, 2014

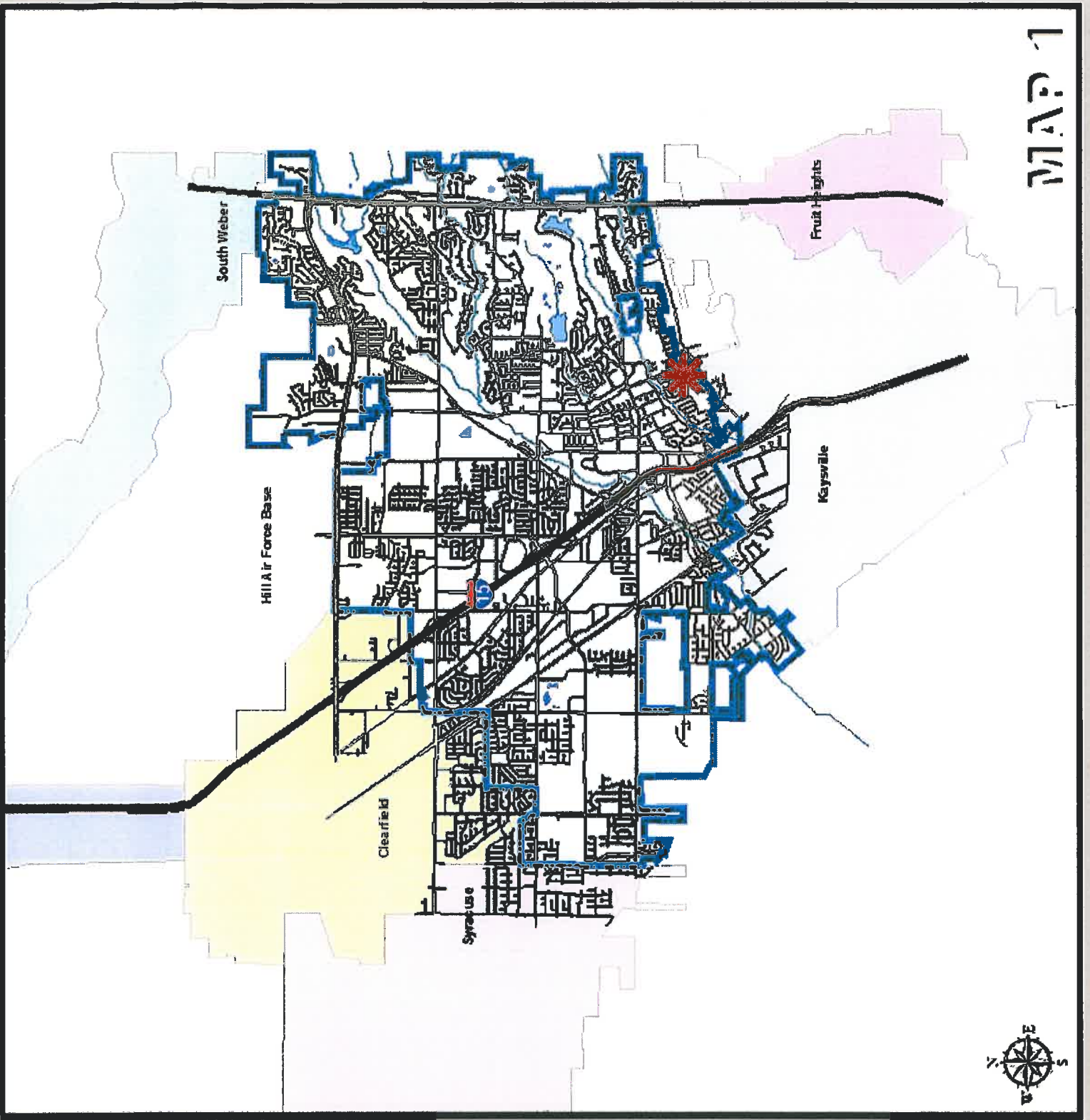
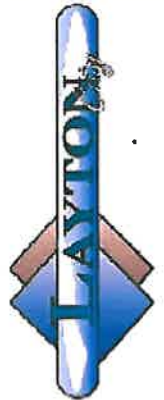
Eric Martz

Annexation of Real Property

Legend

-  City Boundary
-  Interstate 15
-  Highways
-  Lakes
-  Streams

 - Project Site



MAP 1

CITY COUNCIL

September 18, 2014

Eric Martz

Annexation of Real Property

Legend

Centerlines

Interstate 15

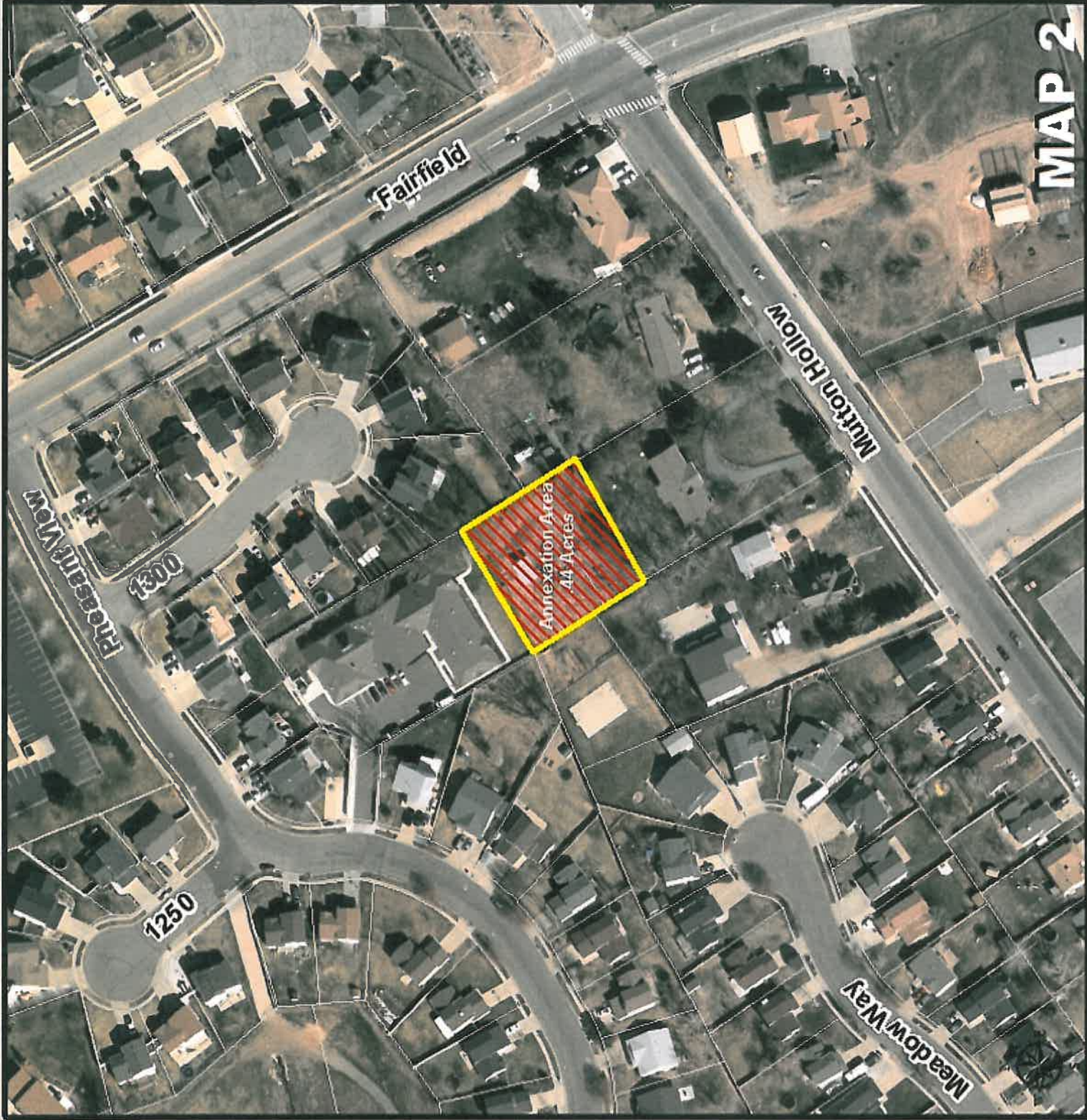
Highways

Lakes

Streams

 Project Area

1 inch = 137 feet



**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.E.

Subject:

Annexation Request – River Ridge Partners, LC – Acceptance and Certification of the Petition – Resolutions 14-60 and 14-61 – Approximately 1300 North 3300 East

Background:

The proposal is to annex 2.143 acres. If the annexation petition is accepted and certified, Staff will initiate the necessary annexation procedures as outlined in Utah Code Annotated. The annexation area consists of three separate areas all owned by River Ridge Partner's, LC (see attached annexation plat). Area 1 consists of 1.820 acres, Area 2 consists of 0.209 acres and Area 3 consists of 0.114 acres. When recording the plat, it was discovered that these three areas of the Daniel's Canyon Subdivision were not within the Layton City limits. The proposed annexation plat will align the City boundary with the approved Daniel's Canyon Subdivision plat.

Alternatives:

Alternatives are to 1) Adopt Resolutions 14-60 and 14-61 accepting and certifying the petition for annexation and direct Staff to initiate the necessary annexation procedures; or 2) Not adopt Resolutions 14-60 and 14-61 denying the petition for annexation.

Recommendation:

Staff recommends the Council adopt Resolutions 14-60 and 14-61 accepting and certifying the petition for annexation and directing Staff to initiate the necessary annexation procedures.

RESOLUTION 14-60
(Daniel's Canyon Annexation)

**A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION OF
PROPERTY LOCATED AT APPROXIMATELY 1300 NORTH 3300 EAST.**

WHEREAS, a petition has been received by Layton City, pursuant to Utah Code Annotated, petitioning for annexation of certain properties located at approximately 1300 North 3300 East; and

WHEREAS, this property is located within an area where Layton City can provide urban services; and

WHEREAS, this property is identified in the Layton City Annexation Policy Plan, Expansion Area One, adopted by the City Council on December 5, 2002; and

WHEREAS, the City Council determines it to be in the best interest of the citizens of Layton City to accept the petition for annexation and direct staff to certify the annexation petition and provide notice thereof relative to the proposed annexation; and

WHEREAS, the property owners wish to proceed with the petition for annexation to the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON,
UTAH:**

1. The City has received a petition for annexation presented by River Ridge Partners, LC, owners of 2.143 acres, located at approximately 1300 North 3300 East. The above property represents 100% of the private land and constitutes 100% of the value of all the private property within the area proposed for annexation. This property is more particularly described in the description presented with the petition, which is attached hereto and made a part hereof by reference. The petition is hereby accepted by the City.

2. Staff is hereby directed to certify the petition for the proposed annexation pursuant to Utah Code Annotated and initiate the necessary annexation procedures.

PASSED AND ADOPTED by the City Council of Layton, Utah, this _____ day of _____, 2014.

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

Gary Crane

for GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:

William T. Wright

WILLIAM T. WRIGHT, Director
Community & Economic Development

RESOLUTION 14-61
(Daniel's Canyon Annexation)

**A RESOLUTION ACKNOWLEDGING THE RECEIPT OF CERTIFICATION
OF THE PETITION FOR ANNEXATION OF PROPERTY LOCATED AT
APPROXIMATELY 1300 NORTH 3300 EAST.**

WHEREAS, a petition for annexation was received and accepted by the Layton City Council pursuant to Utah Code Annotated, for property located at approximately 1300 North 3300 East on September 18, 2014, (Reference Resolution 14-60); and

WHEREAS, the City Recorder has certified that the petition for annexation complies with the statutory requirements of Utah State Code sections 10-2-403(3), (4), and (5) and said certification was received by the City Council on September 18, 2014; and

WHEREAS, notices of the proposed annexation must be advertised in the newspaper and sent to entities prescribed in Utah State Code section 10-2-406(1)(b) and 10-2-408.5.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

SECTION I: Staff is hereby directed to publish the prescribed notice of the proposed annexation at least once a week for three (3) successive weeks with the first notice being published within ten (10) days of the Council's receipt of the notice of certification.

SECTION II: Staff is hereby directed to mail written notice of the proposed annexation to the Davis County Commission, to the board of any special or independent service district that services any of the properties within the subject annexation area, the city council of any city whose boundaries are within one-half mile of the subject area, and to the Davis County School District.

SECTION III: The published and mailed notice shall contain the prescribed information, as outlined in Utah Code Annotated. Said notice shall provide the necessary information relative to the filing of protests and deadlines for filing such protests.

PASSED AND ADOPTED by the City Council of Layton, Utah, this _____ day of _____, 2014.

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:



WILLIAM T. WRIGHT, Director
Community & Economic Development



• Council Members •

Joyce F. Brown
Tom Day
Jory Francis
Scott Freitag
Joy Petro

September 18, 2014

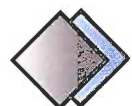
Layton City Council:

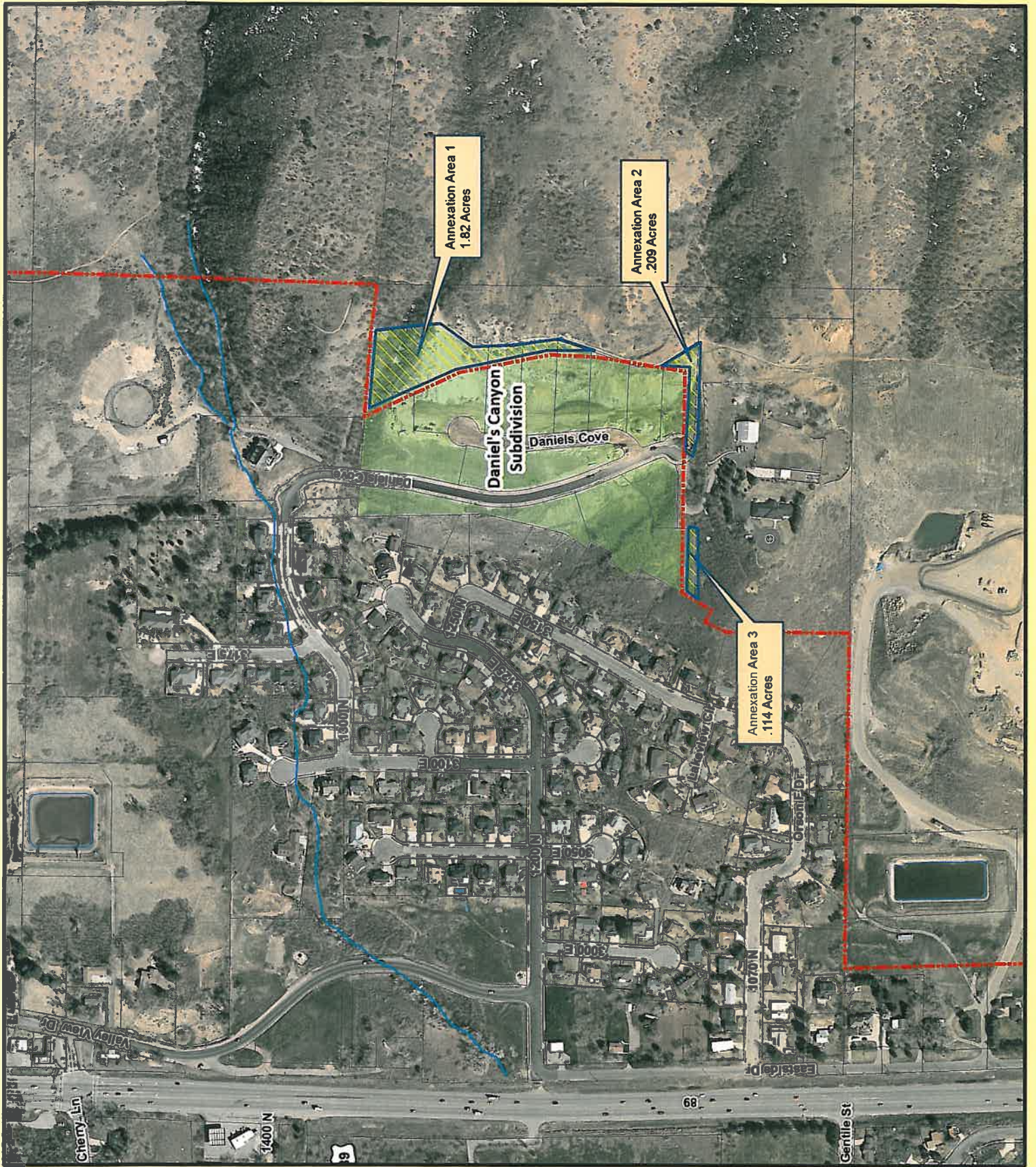
I hereby certify the petition for annexation commonly known as the Daniel's Canyon annexation located at approximately 1300 North 3300 East. The proposed annexation includes approximately 2.143 acres as drawn and described in the survey filed with the petition.

In my opinion, the annexation meets the statutory requirements of Utah State Code sections 10-2-403(3), (4) and (5).

Respectfully,

Thieda Wellman
City Recorder





Daniel's Canyon Annexation


Approximately
1300 North
3300 East
2.143 Acres

LEGEND

 Layton City Boundary

 Name

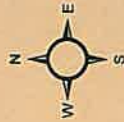
 Daniel's Canyon Phase 1

 Property

 Lakes

 Streams

 Annexation Areas



1 inch = 419.34 feet



S 1°24'40" E 1088.00'

UNITED STATES OF AMERICA

EXISTING CORPORATE LIMITS
ENTRY NO. 584289
RECORDED: JANUARY 21, 1981
BOOK 854, PAGE 1046

S 85°48'40" E 29.99'
S 86°00'00" E 282.91'

POINT OF BEGINNING

S 86°00'00" E 269.56'

AREA 1
79,272 sq.ft.
1.820 acres

RIVER R PARTNER
09-082-0

SNOW CANYON ESTATES
PHASE 4

PLAT OF THE ADDITION TO THE
CORPORATE LIMITS OF LAYTON CITY
ENTRY NO. 1433085
RECORDED: AUGUST 20, 1998
BOOK 2344, PAGE 1176

UNITED STATES OF AMERICA
09-082-011

N 25°22'26" W 358.00'

RIVER RIDGE PARTNER
09-082-011

S 34°28'42" W 128.87'
S 6°56'34" E 224.40'

S 1°00'32" E 129.91'
N 11°37'52" W 300.00'

S 10°10'04" E 139.37'
N 2°33'30" E 147.00'

S 17°46'03" W 141.07'

N 8°43'15" E 288.93'
16.62'

S 32°37'51" E 133.25'

RIVER RIDGE PARTNERS L
09-082-0104

PLAT OF THE ADDITION TO THE
CORPORATE LIMITS OF LAYTON CITY
ENTRY NO. 1433085
RECORDED: AUGUST 20, 1998
BOOK 2344, PAGE 1176

AREA 3
4,975 sq.ft.
0.114 acres

AREA 2
9,101 sq.ft.
0.209 acres

SNOW CANYON ESTATES PHASE 3

N 29°00'00" E 25.25'

N 89°34'56" W 230.51'

S 89°34'56" E 731.72'

N 89°34'56" W 221.50'

SOUTH 22.17'

D=37°48'28"
R=50.00
L=32.99'
CB=N 68°54'17" W
C=32.40'

N 87°48'48" W 347.54'

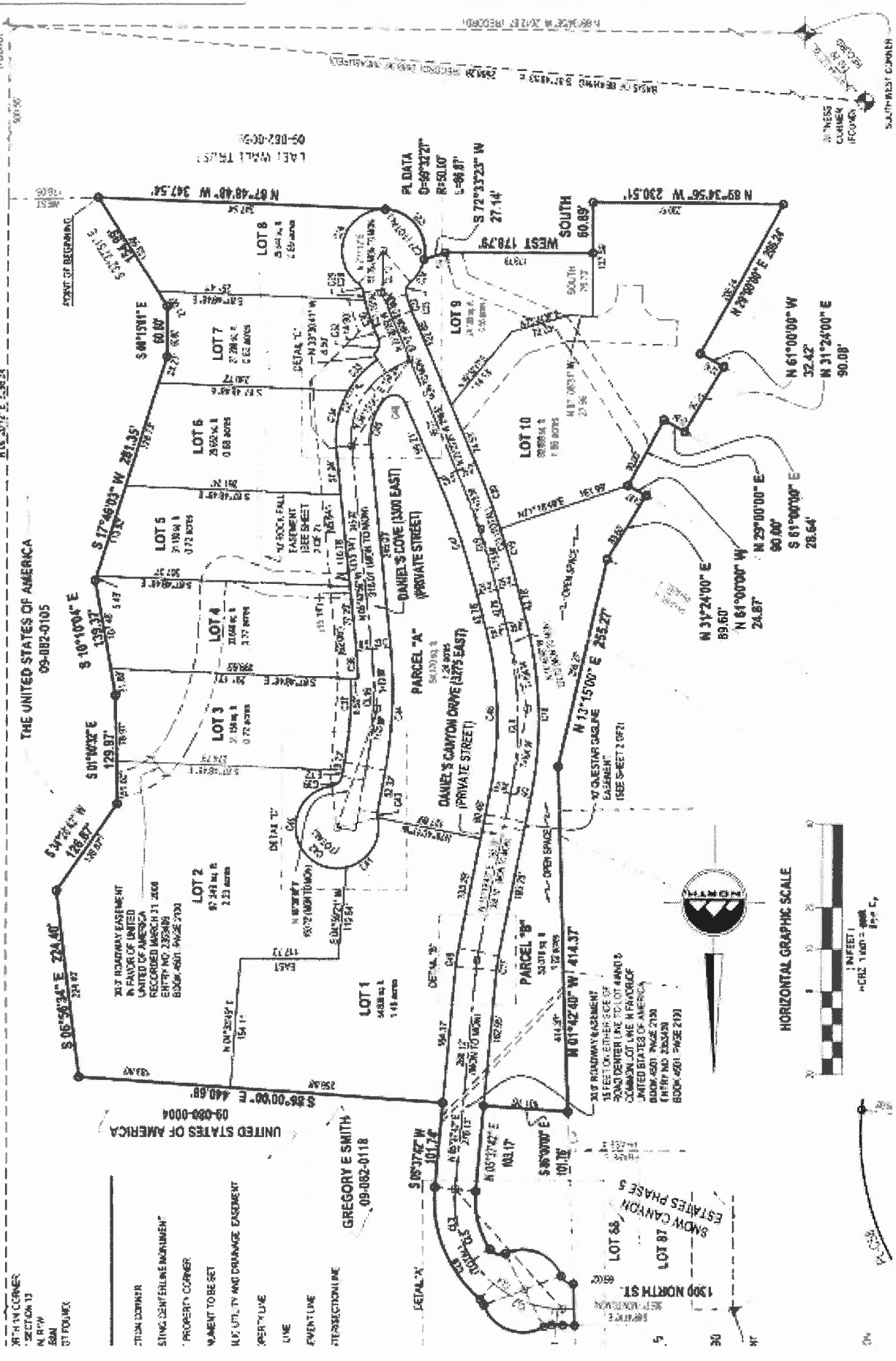
LAEL WALL, TRUSTEE
09-082-0059

DANIEL'S CANYON SUBDIVISION-A PRIVATE SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 13

TOWNSHIP 4 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
LAYTON CITY, DAVIS COUNTY, UTAH

THE UNITED STATES OF AMERICA
09-082-0105



WEST CORNER
SECTION 13
N. 10' W.
E. 80'
S. 10' W.

SECTION CORNER
SING CENTERLINE MONUMENT
PROPERTY CORNER
MONUMENT TO BE SET
10' UTIL. TV AND DRAINAGE EASEMENT
PROPERTY LINE
LINE
EASEMENT
INTERSECTION LINE

GREGORY E SMITH
09-082-0118

UNITED STATES OF AMERICA
09-082-0004

LOT 8
LOT 9
LOT 10
DANIEL'S CANYON
ESTATES PHASE 5
1300 NORTH ST.
N. 10' W.
E. 80'



HORIZONTAL GRAPHIC SCALE



1 INCH = 100 FEET

09-082-0105