

**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 April 17, 2014.**

AGENDA ITEMS:

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

2. MUNICIPAL EVENT ANNOUNCEMENTS:

3. CITIZEN COMMENTS:

4. VERBAL PETITIONS AND PRESENTATIONS:

- A. Presentation - Hill Air Force Base
- B. Utah Recreation and Parks Association - 2014 Professional Awards
- C. Proclamation - Mark W. Nash Day
- D. Proclamation - Jewel Lee Kenley

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. Bid Award – Larry Daley Construction – Project 13-42 – 2014 Various Sanitary Sewer Repairs – Resolution 14-19 – Various Locations Throughout the City
- B. Ordinance Amendment – Change Number of Planning Commission Members from Nine to Seven with a Provision for the Appointment of Alternates – Ordinance 14-07
- C. Planning Commission Bylaws and Rules of Procedure Revision – Section IV-D – Resolution 14-11
- D. Appointments to the Planning Commission – C. Brett Nilsson and L.T. Weese – Resolution 14-17
- E. Utility Easement Vacation – Windsor Square Commercial Subdivision Phase 3 Lot 302 and Parcel A Resolution 14-14 – 85 West 2675 North
- F. Right-Of-Way and Easement Grant Agreements – Questar Gas Company – Resolution 14-18 – Various UTOPIA Hut Sites

6. PUBLIC HEARINGS:

- A. Development Agreement and Rezone Request – Christensen Energy Savers – R-1-10 (Single Family Residential) to M-1 (Light Manufacturing/Industrial) – Resolution 14-10 and Ordinance 14-03 – Approximately 201 East 2150 North

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.

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

Item Number: 4.A.

Subject:

Presentation - Hill Air Force Base

Background:

Airman Borgman has asked for time on the agenda to announce the 2014 Warriors over the Wasatch Air Show to the Council, Staff and citizens.

Alternatives:

N/A

Recommendation:

N/A

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

Item Number: 4.B.

Subject:

Utah Recreation and Parks Association - 2014 Professional Awards

Background:

Utah Recreation and Parks Association would like to present the following awards and scholarships to Chris Floyd, Michelle Howard and Don Wilhelm:

The 2014 Steve and Georgia Carpenter Professional Development Scholarship is awarded to Chris Floyd, Recreation Coordinator with Layton City's Parks and Recreation Department. This scholarship is awarded to an outstanding young professional in the field of parks and recreation to help further their training and professional development.

The 2014 - 2015 Leadership Academy is proud to select Michelle Howard, Recreation Coordinator with Layton City's Parks and Recreation Department as a participant in their inaugural year. The Leadership Academy is an intensive one year program designed to be the the most comprehensive professional development program for future leaders in the field of parks and recreation.

The 2014 Utah Recreation and Parks Association's Citizen Advocate of the Year is awarded to Don Wilhelm, Chairman Layton Parks and Recreation Commission. The Citizen Advocate of the Year award is presented to individuals to honor their outstanding efforts in the field of parks and recreation.

Alternatives:

N/A

Recommendation:

N/A

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

Item Number: 4.C.

Subject:

Proclamation - Mark W. Nash Day

Background:

The Mayor will declare April 30, 2014 as Mark W. Nash Day in Layton City, Utah.

Alternatives:

N/A

Recommendation:

N/A

PROCLAMATION

WHEREAS, in less than three decades Utah Prosecution Council has evolved from a fledgling legislative creation to an unparalleled resource and training gold mine; and

WHEREAS, for over two of those decades it has had a single executive director who deserves the credit for the growth, stability, and stellar reputation now enjoyed by the Utah Prosecution Council; and

WHEREAS, Mark W. Nash, as that executive director, was tasked with bridging the gaps (sometimes chasms) between felony and misdemeanor prosecutors; counties, cities, and towns; the rural and the urban; general practitioners and those that specialize; and

WHEREAS, Mark W. Nash accepted the obligation to provide a training regimen that not only meets the demands of that varied and incorrigible group, but with the added dimensions of distinct and uncommon needs, and enormous differences in levels of experience; and

WHEREAS, Mark W. Nash not only accomplished and fulfilled those Herculean tasks and responsibilities, he excelled in doing so; and

WHEREAS, it is axiomatic that one excels at what one loves, it is more than apparent that Mark W. Nash loves this work and loves this State. With the exception of a few residential surface streets, there is not a paved road in this State that has not seen Mark W. Nash – as have a vast majority of the unpaved ones – and all with a substantial and sincere smile on his face, thinly veiling a tale to be told about that vicinity; and

WHEREAS, it is appropriate to thank Betta Nash for sharing her not-so-better-half with the prosecutors of this State and the valued members of the Utah Prosecution Council over all these years; and

WHEREAS, Layton City was given several opportunities to host Utah Prosecution Council events, including Fall Conferences, Train the Trainer Conferences, Utah Prosecution Council meetings, and others, and greatly appreciated being able to do so; and

WHEREAS, while "Thank you" doesn't sufficiently express what is in our hearts, we say that "Thank you" with a deep sincerity and gratitude. Job well done, our friend. You will be missed. Enjoy life knowing you have made a significant impact for the better!

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor of Layton City, that April 30, 2014, is hereby known as Mark W. Nash Day in Layton City, Utah.

ROBERT J STEVENSON, Mayor

Date

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

Item Number: 4.D.

Subject:

Proclamation - Jewel Lee Kenley

Background:

The Mayor will recognize Jewel Lee Kenley for her outstanding contributions to the business community.

Alternatives:

N/A

Recommendation:

N/A

Whereas, Business leaders play an important role in helping a community succeed. Great business leaders inspire, participate, and lead a community and deserve to be honored for their excellence; and

Whereas, Layton City is proud of the business and civic endeavors of our community members and the leadership they show toward our future generations; and

Whereas, **Jewel Lee Kenley** has proudly been a part of the Layton City business community since 1981; and

Whereas, **Jewel Lee Kenley** has provided numerous benefits to Layton City, including a major contribution that led to the creation of the *Edward A. Kenley Centennial Amphitheater*; and

Whereas, in 1997, **Jewel Lee Kenley** was named as the Utah winner and nominee for the national award of “Time Quality Dealer”, given by Time Magazine; and

Whereas, in 1998, **Jewel Lee Kenley** placed in the top five, out of over 20,000 dealers nationwide; this placed the dealership in the Automobile Hall of Fame in Dearborn, Michigan; and

Whereas, **Jewel Lee Kenley** has expanded the business to include Quicklane, The Car Barn, EKF Custom Accessories, Nordic and Larsen Boats and Ed Kenley Investments; and

Whereas, in 2000, **Jewel Lee Kenley** was named as one of Utah’s “50 Most Powerful Women in Business”; and

Whereas, in 2001, **Jewel Lee Kenley** was listed as #251 in Working Woman Magazine’s “500 Largest Businesses Owned by a Woman”; and

Whereas, **Jewel Lee Kenley** has received the Athena Award, the Woman in Business Award and the Legacy Award from the Davis Chamber of Commerce; and

Whereas, in 2014, **Jewel Lee Kenley** was inducted into the Utah Automobile Dealers Hall of Fame; and

Now, Therefore, I, Robert J Stevenson, Mayor of Layton City, Utah, along with the Layton City Council, do hereby proclaim April 17, 2014, **Jewel Lee Kenley** day in Layton City and call upon all our citizens to congratulate her for her outstanding contributions to her patrons, community, and State.

In Witness Whereof: I have caused the Seal of the City of Layton, Utah, to be affixed on this 17th day of April 2014.

Mayor _____

Date _____

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

Item Number: 5.A.

Subject:

Bid Award – Larry Daley Construction – Project 13-42 – 2014 Various Sanitary Sewer Repairs – Resolution 14-19 – Various Locations Throughout the City

Background:

Resolution 14-19 authorizes the execution of an agreement between Layton City and Larry Daley Construction for the 2014 Various Sanitary Sewer Repairs, Project 13-42. The project includes the installation of 1,500 lineal feet of new pipe, manholes, and associated items in four separate areas of the City. This project will upgrade and repair the sanitary sewer system mains near 2600 East, Brookhurst Outfall, Diamond Street and Sugar Street, to alleviate broken pipes and low spots that have created continual maintenance issues.

Four bids were received, with Larry Daley Construction submitting the lowest responsive, responsible bid in the amount of \$255,599.50. The engineer's estimate was \$229,000.00.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-19 awarding the bid to Larry Daley Construction for the 2014 Various Sanitary Sewer Repairs, Project 13-42; 2) Adopt Resolution 14-19 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 14-19 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 14-19 awarding the bid to Larry Daley Construction for the 2014 Various Sanitary Sewer Repairs, Project 13-42 and authorize the City Manager to execute the agreement.

RESOLUTION 14-19

AUTHORIZING AN AGREEMENT WITH LARRY DALEY CONSTRUCTION FOR THE 2014 VARIOUS SANITARY SEWER REPAIRS, PROJECT 13-42

WHEREAS, Layton City has elected to conduct sanitary sewer improvements to be known as the 2014 Various Sanitary Sewer Repairs, Project 13-42; and

WHEREAS, the City received bids for the construction of the referenced project on April 8, 2014, with the results of these bids attached hereto, for the Council's review; and

WHEREAS, City Staff has reviewed and evaluated each response to the Advertisement for Bids and has found it to be in the best interest of the City and citizens of Layton City to conditionally select Larry Daley Construction as the contractor for the 2014 Various Sanitary Sewer Repairs, Project 13-42.

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

1. Larry Daley Construction (hereafter referred to as Daley) is conditionally selected as the lowest responsive and responsible bidder with whom the City Manager should conduct negotiations for the 2014 Various Sanitary Sewer Repairs, Project 13-42.

2. The City Manager is directed to conduct negotiations for an agreement (herein the "Agreement") with Daley for the 2014 Various Sanitary Sewer Repairs, Project 13-42. The terms of the Agreement shall address the terms and conditions of the Advertisement for Bids as well as the price and other responses to the Advertisement for Bids contained in the proposal submitted by Daley that are consistent with the intent of the Advertisement for Bids. The Agreement shall include such other provisions as are deemed necessary to accomplish the purposes of the City in entering an Agreement for the 2014 Various Sanitary Sewer Repairs, Project 13-42.

3. At such time as the Agreement is in a form acceptable to the City Manager and City Attorney and after Daley has properly executed said Agreement, the City Manager is authorized to execute the Agreement on behalf of the City. Execution of the Agreement by Daley shall constitute Daley's offer for the 2014 Various Sanitary Sewer Repairs, Project 13-42, pursuant to the terms and conditions of the Agreement. Execution of the Agreement by the City Manager shall constitute the City's acceptance of Daley's offer and the formal award of the contract to Larry Daley Construction for the 2014 Various Sanitary Sewer Repairs, Project 13-42, pursuant to the terms and conditions of the Agreement.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 17th day of April, 2014.

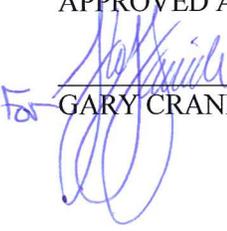
ATTEST:

THIEDA WELLMAN, City Recorder

ROBERT J STEVENSON, Mayor

APPROVED AS TO FORM:

SUBMITTING DEPARTMENT:



GARY CRANE, City Attorney



TERRY COBURN, Public Works Director

LAYTON CITY CORPORATION

THE 2014 VARIOUS SANITARY SEWER REPAIRS, Project 13-42

Engineer's Estimate: \$229,000

Bid Opening April 8, 2014, 11:00 a.m.

			1		2		3		4		
			Larry Daley Const. Co.		Brinkerhoff Excavating		Ormond Construction		E. H Knudson Construction		
DESCRIPTION	QTY	Unit	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	
Schedule A - 2600 East SS Const.											
A1	F&I 8" PVC	87	LF	\$38.00	\$3,306.00	\$93.00	\$8,091.00	\$134.07	\$11,664.09	\$100.00	\$8,700.00
A2	Construct 4' SS MH	1	EA	\$2,400.00	\$2,400.00	\$3,000.00	\$3,000.00	\$3,041.31	\$3,041.31	\$4,000.00	\$4,000.00
A3	Construct 5' SS MH	1	EA	\$2,950.00	\$2,950.00	\$3,400.00	\$3,400.00	\$4,048.67	\$4,048.67	\$5,000.00	\$5,000.00
A4	Rem. 4' SS MH	1	EA	\$300.00	\$300.00	\$1,200.00	\$1,200.00	\$700.00	\$700.00	\$900.00	\$900.00
A5	Plug/block exst. SWR main in MH	1	EA	\$250.00	\$250.00	\$700.00	\$700.00	\$250.00	\$250.00	\$500.00	\$500.00
A6	By-pass pumping	20	HR	\$80.00	\$1,600.00	\$200.00	\$4,000.00	\$350.00	\$7,000.00	\$200.00	\$4,000.00
A7	F&I 1" gravel bedding	100	TON	\$19.00	\$1,900.00	\$18.00	\$1,800.00	\$10.00	\$1,000.00	\$28.00	\$2,800.00
A8	F&I 3" borrow material	275	TON	\$22.50	\$6,187.50	\$12.50	\$3,437.50	\$8.00	\$2,200.00	\$20.00	\$5,500.00
A9	F&P 8" roadbase	55	TON	\$18.50	\$1,017.50	\$16.50	\$907.50	\$8.00	\$440.00	\$25.00	\$1,375.00
A10	F&P 3" asphalt	25	TON	\$200.00	\$5,000.00	\$120.00	\$3,000.00	\$189.10	\$4,727.50	\$225.00	\$5,625.00
A11	Flush and TV new SS main	1	LS	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$650.00	\$650.00
Schedule A Total					\$25,661.00		\$30,536.00		\$35,871.57		\$39,050.00

Schedule B - Brookhurst Outfall SS Co											
B1	F&I new 10" PVC pipe	687	LF	\$31.00	\$21,297.00	\$75.00	\$51,525.00	\$79.36	\$54,520.32	\$48.00	\$32,976.00
B2	Construct 4' dia. SS MH	1	EA	\$2,400.00	\$2,400.00	\$3,000.00	\$3,000.00	\$2,332.56	\$2,332.56	\$5,000.00	\$5,000.00
B3	Rem. exst. clay/concrete pipe	687	LF	\$3.00	\$2,061.00	\$10.00	\$6,870.00	\$1.00	\$687.00	\$12.00	\$8,244.00
B4	Rem. exst. SS MH	1	EA	\$400.00	\$400.00	\$1,000.00	\$1,000.00	\$575.00	\$575.00	\$900.00	\$900.00
B5	By-pass pumping if necessary	20	HR	\$100.00	\$2,000.00	\$200.00	\$4,000.00	\$475.00	\$9,500.00	\$200.00	\$4,000.00
B6	Install flushing hydrant	1	EA	\$3,500.00	\$3,500.00	\$3,300.00	\$3,300.00	\$4,868.36	\$4,868.36	\$3,600.00	\$3,600.00
B7	Construct 5' storm drain MH	1	EA	\$3,100.00	\$3,100.00	\$3,500.00	\$3,500.00	\$3,223.77	\$3,223.77	\$6,000.00	\$6,000.00
B8	R&R curb and gutter	10	LF	\$35.00	\$350.00	\$40.00	\$400.00	\$45.00	\$450.00	\$40.00	\$400.00
B9	R&R 4' wide sidewalk	10	EA	\$35.00	\$350.00	\$40.00	\$400.00	\$45.00	\$450.00	\$40.00	\$400.00
B10	F&I 1" gravel bedding	1,617	TON	\$19.00	\$30,723.00	\$18.00	\$29,106.00	\$10.00	\$16,170.00	\$28.00	\$45,276.00
B11	F&I 3" borrow material	604	TON	\$22.50	\$13,590.00	\$12.50	\$7,550.00	\$8.00	\$4,832.00	\$20.00	\$12,080.00
B12	F&P, & compase roadbase	200	TON	\$18.50	\$3,700.00	\$16.50	\$3,300.00	\$8.00	\$1,600.00	\$25.00	\$5,000.00
B13	Flush and TV new SS main	1	LS	\$950.00	\$950.00	\$1,800.00	\$1,800.00	\$2,061.00	\$2,061.00	\$2,500.00	\$2,500.00
Schedule B Total					\$84,421.00		\$115,751.00		\$101,270.01		\$126,376.00

Schedule C - Diamond Street SS Const											
C1	F&I new 8" PVC pipe	294	LF	\$30.00	\$8,820.00	\$93.00	\$27,342.00	\$164.07	\$48,236.58	\$52.00	\$15,288.00
C2	F&I 10" PVC pipe	320	LF	\$33.00	\$10,560.00	\$93.00	\$29,760.00	\$166.46	\$53,267.20	\$58.00	\$18,560.00
C3	Construct 4' dia. MH	3	EA	\$2,400.00	\$7,200.00	\$3,300.00	\$9,900.00	\$1,200.00	\$3,600.00	\$5,000.00	\$15,000.00
C4	Construct 5' SS MH	1	EA	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$2,800.00	\$2,800.00	\$6,500.00	\$6,500.00
C5	Rem. exst. SS MH	1	EA	\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$675.00	\$675.00	\$900.00	\$900.00
C6	Rem. Cone -abandon exst. MH	1	EA	\$950.00	\$950.00	\$500.00	\$500.00	\$950.00	\$950.00	\$700.00	\$700.00
C7	Connect 4" laterals to new sewer	14	EA	\$850.00	\$11,900.00	\$700.00	\$9,800.00	\$815.23	\$11,413.22	\$1,500.00	\$21,000.00
C8	Loop exst. 3/4" - 1" water laterals	5	EA	\$250.00	\$1,250.00	\$400.00	\$2,000.00	\$574.03	\$2,870.15	\$1,200.00	\$6,000.00
C9	By-pass pumping	20	HR	\$150.00	\$3,000.00	\$200.00	\$4,000.00	\$475.00	\$9,500.00	\$200.00	\$4,000.00
C10	R&R curb and gutter	30	LF	\$35.00	\$1,050.00	\$40.00	\$1,200.00	\$45.00	\$1,350.00	\$40.00	\$1,200.00
C11	F&I 1" gravel bedding	530	TON	\$19.00	\$10,070.00	\$18.00	\$9,540.00	\$10.00	\$5,300.00	\$28.00	\$14,840.00
C12	F&P 8" roadbase	1,420	TON	\$22.50	\$31,950.00	\$12.50	\$17,750.00	\$8.00	\$11,360.00	\$20.00	\$28,400.00
C13	F&P, 3" asphalt	365	TON	\$18.50	\$6,752.50	\$16.50	\$6,022.50	\$8.00	\$2,920.00	\$25.00	\$9,125.00
C14	Replace 3" asphalt	150	TON	\$150.00	\$22,500.00	\$115.00	\$17,250.00	\$98.44	\$14,766.00	\$200.00	\$30,000.00
C15	Flush and TV new SS main	1	LS	\$900.00	\$900.00	\$1,500.00	\$1,500.00	\$2,456.00	\$2,456.00	\$1,800.00	\$1,800.00
Schedule C Total					\$121,902.50		\$140,814.50		\$171,464.15		\$173,313.00

Schedule D - Sugar Street SS Const.											
D1	F&I 10" PVC pipe	100	LF	\$41.00	\$4,100.00	\$100.00	\$10,000.00	\$231.36	\$23,136.00	\$200.00	\$20,000.00
D2	Rem. exst. clay/concrete pipe,	100	LF	\$3.00	\$300.00	\$10.00	\$1,000.00	\$5.00	\$500.00	\$18.00	\$1,800.00
D3	Bypass pump sewer during install	20	HR	\$160.00	\$3,200.00	\$200.00	\$4,000.00	\$450.00	\$9,000.00	\$200.00	\$4,000.00
D4	F&I 1" gravel bedding	110	TON	\$19.00	\$2,090.00	\$18.00	\$1,980.00	\$10.00	\$1,100.00	\$28.00	\$3,080.00
D5	F&I 3" borrow material	300	TON	\$22.50	\$6,750.00	\$12.50	\$3,750.00	\$8.00	\$2,400.00	\$20.00	\$6,000.00
D6	F&P & compact 8" roadbase	50	TON	\$18.50	\$925.00	\$16.50	\$825.00	\$8.00	\$400.00	\$25.00	\$1,250.00
D7	F&P, 3" asphalt	20	TON	\$225.00	\$4,500.00	\$125.00	\$2,500.00	\$242.31	\$4,846.20	\$300.00	\$6,000.00
D8	R&R curb and gutter	35	LF	\$30.00	\$1,050.00	\$40.00	\$1,400.00	\$45.00	\$1,575.00	\$40.00	\$1,400.00
D9	Flush and TV new SS main	1	LS	\$700.00	\$700.00	\$300.00	\$300.00	\$900.00	\$900.00	\$688.00	\$688.00
Schedule D Total					\$23,615.00		\$25,755.00		\$43,857.20		\$44,218.00

Schedule A	\$25,661.00	\$30,536.00	\$35,871.57	\$39,050.00
Schedule B	\$84,421.00	\$115,751.00	\$101,270.01	\$126,376.00
Schedule C	\$121,902.50	\$140,814.50	\$171,464.15	\$173,313.00
Schedule D	\$23,615.00	\$25,755.00	\$43,857.20	\$44,218.00
Project Total	\$255,599.50	\$312,856.50	\$352,462.93	\$382,957.00

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

Item Number: 5.B.

Subject:

Ordinance Amendment – Change Number of Planning Commission Members from Nine to Seven with a Provision for the Appointment of Alternates – Ordinance 14-07

Background:

It is proposed to change the composition of the Planning Commission from nine regular members to seven regular members with a provision for the appointment of alternate members. The change to a nine-member Commission was done in 2012, which also removed the provision for the appointment of alternates. Ordinance 14-07 changes the makeup of the Planning Commission to seven regular members and adds Section 2.20.060, which provides general guidelines for the appointment of alternate members. In the past, the Mayor has appointed two alternate members to sit and vote with the Planning Commission during the temporary absence of a regular member.

Alternatives:

Alternatives are to 1) Adopt Ordinance 14-07 changing the number of Planning Commission members from nine to seven with a provision for the appointment of alternates; 2) Adopt Ordinance 14-07 with any amendments the Council deems appropriate; or 3) Not Adopt Ordinance 14-07 and remand to Staff with directions.

Recommendation:

The Planning Commission recommends the Council adopt Ordinance 14-07 changing the number of Planning Commission members from nine to seven with a provision for the appointment of alternates.

Staff supports the recommendation of the Planning Commission.

ORDINANCE 14-07

AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.30 ENTITLED “PLANNING COMMISSION” BY CHANGING THE NUMBER OF PLANNING COMMISSIONERS FROM NINE (9) TO SEVEN (7); ADDING SECTION 2.30.060 ENTITLED “APPOINTMENT OF ALTERNATES”; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the desire of the Layton City Council to provide for seven (7) regular members of the Planning Commission and a provision for the appointment of alternate members for that Commission; and

WHEREAS, a seven-member Planning Commission and alternate members allows the City Council to appoint members from an adequate representation of the qualified electorate of Layton City; and

WHEREAS, the City Council has determined that a seven-member Planning Commission with alternate members will provide for efficient, comprehensive recommendations in furtherance of protecting the health, safety and welfare of the citizenry.

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

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

SECTION II: Enactment. Title 2, Chapter 2.30 of the Layton Municipal Code is hereby amended to read as follows:

Chapter 2.30. PLANNING COMMISSION

- 2.30.010. Planning Commission established.**
- 2.30.020. Term of office.**
- 2.30.030. General qualifications.**
- 2.30.040. Organization.**
- 2.30.050. By-Laws and Rules of Procedure.**
- 2.30.060. Appointment of Alternates**
- 2.30.060070. Powers and duties.**

2.30.010. Planning Commission established.

There is hereby created a Planning Commission, composed of ~~nine (9)~~seven (7) members. These members shall be appointed, from the duly qualified electorate of Layton City, by the Mayor with the advice and consent of the City Council. Planning Commission members may be compensated only as provided for in state law.

2.30.020. Term of office.

The term of office for the Planning Commission shall be three (3) years. The terms shall be staggered in such a manner that no fewer than two (2) and no more than three (3) terms expire each year. All terms expire on July 1 in the applicable year. At the expiration of each term, new appointments shall be promptly made in the same manner as an original appointment as provided in this Chapter. Vacancies

occurring in an unexpired term shall also be promptly filled as an original appointment, but are only for the remainder of the unexpired term. No member shall serve more than three (3) consecutive partial or complete terms, nor shall any member serve more than nine (9) consecutive years. For the purposes of this section, a partial term shall mean serving one year or longer of the term

2.30.030. General qualifications.

In making appointments to the Planning Commission the following criteria is to be considered:

(1) **Geographic location.** An effort should be made to provide a reasonable geographic distribution of the members throughout the City.

(2) **Education, occupation, expertise.** While it is desirable to have members with a wide variety of backgrounds and training, consideration should also be given to skills, knowledge, expertise, and experience in the areas of land use planning, zoning, subdivision development, or related fields, the processes involved, and the Planning Commissioner's role therein.

2.30.040. Organization.

The Planning Commission shall select annually, during the first regularly scheduled meeting in July, a Chairperson, Vice Chairperson, and any other officers deemed necessary, all of whom may be selected to succeed themselves. Such officers shall be elected from among the members of the Planning Commission by majority vote of the total membership, with their duties and responsibilities being set forth in the Planning Commission's Bylaws and Rules of Procedure.

2.30.050. Bylaws and Rules of Procedure.

The Planning Commission shall establish and adopt Bylaws and Rules of Procedure governing the conduct of meetings and operation of the Planning Commission. Upon adoption of these rules, they shall be submitted to the City Council for final approval and adoption by resolution. The Planning Commission, upon its own initiative, may amend the Bylaws and Rules of Procedure, and thereafter, such amendments shall be submitted to the City Council for final approval and adoption by resolution.

2.30.060. Appointment of alternates.

Alternate members may be appointed to the Planning Commission. Such appointment shall be in the same manner as the appointment of a Planning Commissioner. Alternate members will only participate in Regular Meetings when needed to fill a vacancy during the temporary absence of a Planning Commissioner. Alternate members may fully participate in the Planning Commission Work Meeting.

2.30.060070. Powers and duties.

The Planning Commission shall:

(1) Prepare and recommend a general plan and amendments to the general plan to the City Council as provided in this Code;

(2) Recommend zoning ordinances and maps, and amendments to zoning ordinances and maps, to the City Council as provided in this Code;

(3) Administer provisions of the zoning, subdivision, and sign ordinances, where specifically provided for in this Code;

(4) Recommend subdivision regulations and amendments to those regulations to the City Council as provided in this Code;

(5) Approve or deny subdivision applications as provided in this Code;

(6) Make recommendations to the City Council on matters as the City Council directs;

(7) Hear or decide any matters that the City Council designates, relating to the physical development of land in the City; and

- (8) Exercise any other powers:
(a) necessary to perform its functions; or
(b) delegated by the City Council.

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 go into effect immediately upon passage.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 17th day of April, 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

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

Item Number: 5.C.

Subject:

Planning Commission Bylaws and Rules of Procedure Revision – Section IV-D – Resolution 14-11

Background:

On April 17, 2014, the Council voted to change the membership of the Planning Commission from nine regular members to seven regular members and two alternate positions. The result of this change would be that a quorum would be defined as four members rather than five members. A revision to Section IV-D of the Planning Commission Bylaws and Rules of Procedure is necessary to reflect this change in the definition of a quorum.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-11 revising Section IV-D of the Planning Commission Bylaws and Rules of Procedure to change the definition of a quorum from five members to four members; 2) Adopt Resolution 14-11 with any amendments the Council deems appropriate; or 3) Not Adopt Ordinance 14-11 and remand to Staff with directions.

Recommendation:

The Planning Commission recommends the Council adopt Resolution 14-11 revising Section IV-D of the Planning Commission Bylaws and Rules of Procedure to change the definition of a quorum from five members to four members.

Staff recommends the adoption of Resolution 14-11.

RESOLUTION 14-11

AMENDING THE LAYTON CITY PLANNING COMMISSION BY-LAWS AND RULES OF PROCEDURE BY CHANGING THE NUMBER OF PLANNING COMMISSIONERS REQUIRED TO CONSTITUTE A QUORUM FROM FIVE (5) TO FOUR (4).

WHEREAS, On April 17, 2014, the Layton City Council adopted Ordinance 14-07 changing the number of regular members of the Planning Commission from nine (9) to seven (7) with the provision for the appointment of alternate members of that Commission; and

WHEREAS, with seven (7) regular members of the Planning Commission, it is necessary to amend the Planning Commission By-Laws and Rules of Procedure by changing the number of Commissioners required for a quorum from five (5) to four (4); and

WHEREAS, said change to the Planning Commission By-Laws and Rules of Procedure will result in consistency between City Code and said By-Laws and Rules of Procedure.

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

SECTION I: That the Layton City Planning Commission By-Laws & Rules of Procedure be amended to establish that a minimum number of four (4) members to constitute a quorum of the Planning Commission.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **17th day of April, 2014.**

ROBERT J STEVENSON, Mayor

ATTEST:

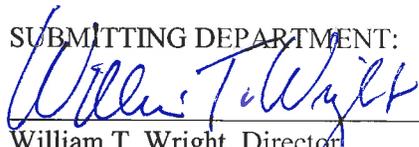
THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:



William T. Wright, Director
Community & Economic Development

LAYTON CITY PLANNING COMMISSION

BY-LAWS & RULES OF PROCEDURE

I. PURPOSE.

These policies and procedures are designed and adopted for the purpose of providing guidance and direction to the members of the Layton City Planning Commission in the performance of their duties. The Planning Commission shall be governed by the provisions of all applicable State Statutes, City Ordinances and these rules. Nothing in these rules shall be interpreted to provide independent basis for invalidating or in any way altering a final decision of the Commission unless otherwise provided by City ordinance, or State law. Nor shall anything herein be construed so as to provide or create an independent cause of action for any person or entity.

II. ORGANIZATION.

A. **Election of Chair and Vice-Chair.** The Commission, at its first regular meeting in July of each year, shall elect a Chair and Vice-Chair from the duly appointed members of the Commission by a majority of the total membership. The Chair and Vice-Chair may be elected to subsequent terms.

B. **Duties of the Chair.**

1. To preside at all meetings of the Commission and shall provide general direction for the meetings;
2. To call the Commission to order, and proceed with the order of business;
3. To announce the business before the Commission in the order in which it is to be acted upon;
4. To receive and submit in the proper manner all motions and propositions presented by the members of the Commission;
5. To put to vote all questions which are properly moved, or necessarily arise in the course of the proceedings and to announce the result thereof;
6. To inform the Commission, when necessary, or when referred to for that purpose, on any point of order or practice. In the course of discharge of this duty, the Chair shall have the right to call upon Legal Counsel for advice;
7. To authenticate by signature when necessary, or when directed by the Commission, all acts, orders and proceedings of the Commission;

8. To maintain order at meetings of the Commission;
9. To move the agenda along, hold down redundancy, reference handouts and procedures in a sensitive way during meetings;
10. Recognize speakers and Commissioners prior to receiving comments and presentation of physical evidence, i.e., plans and pictures; and
11. The Chair will remain impartial on issues and not participate in the voting procedures unless called upon to break a tie vote. However, in the limited circumstance where the Chair is one of the minimum number necessary to constitute a quorum, the Chair will vote.

C. **Duties of the Vice-Chair.** The Vice-Chair, during the absence of the Chair, shall have and perform all the duties and functions of the Chair.

D. **Temporary Chair.** In the event of the absence of, or disability of both the Chair and the Vice-Chair, the Commission shall elect a temporary Chair to serve until the Chair or Vice-Chair shall return. In such event, the temporary Chair shall have all the powers and perform the functions and duties herein assigned to the Chair of the Commission.

E. **Secretary.** The Planning Division Secretary shall serve as secretary of the Commission. The secretary shall have the following duties:

1. To give notice of all Planning Commission meetings;
2. To keep and record the minutes of the proceedings of the Commission;
3. To keep and maintain a permanent record file of all documents and papers pertaining to the work of the Commission;
4. Is authorized to sign the meeting's minutes after said minutes have been approved by the Planning Commission; and
5. To perform such other duties as may be required.

III. DUTIES OF MEMBERS.

A. **Meeting Attendance.** Every member of the Commission shall attend the sessions of the Commission unless duly excused or unless unable to attend because of extenuating circumstances. Any member desiring to be excused shall notify the secretary. The secretary shall call the same to the attention of the Chair.

B. **Conflict of Interest.** A Planning Commissioner to whom some private benefit may come as a result of a Planning Commission action shall not be a participant in the action.

1. The private benefit may be direct or indirect; create a material or personal gain; or provide an advantage to relations, friends, or to groups and associations which hold some share of a person's loyalty. However, membership itself in a group or organization shall not be considered a conflict of interest as to Planning Commission action concerning such group or unless a reasonable person would conclude that such membership in itself would prevent an objective consideration of the matter.
2. A Planning Commissioner experiencing, in their opinion, a conflict of interest, shall declare that interest publicly, abstain from voting on the action, and be excused from the room during consideration of the action. That Commissioner shall not discuss the matter privately with any other Commissioner. The vote of a Planning Commissioner, experiencing a conflict of interest who fails to be disqualified, shall be disallowed.
3. A conflict of interest may exist under these rules although a Planning Commissioner may not believe an actual conflict does exist; therefore, a Planning Commissioner who has any questions as to whether a conflict of interest exists under these rules shall raise the matter with the other Planning Commissioners and the City Attorney's Office in order that a determination may be made as to whether a conflict of interest exists.
4. No planning official shall engage in any transaction in which the official has a financial interest, direct or indirect, with the agency or jurisdiction that the official serves unless the transaction is disclosed publicly and determined to be lawful.
5. The requirements of Section 10-3-1301 et. seq. of the Utah Code, known as the "Municipal Officers' and Employees' Ethics Act," shall be adhered to. If a conflict exists between these policies, State law or City ordinance, the most strict shall apply.

C. **Gifts and Favors.** Gifts, favors, or advantages must not be accepted if they are offered because the receiver holds a position of public responsibility. It is very important that Planning Commissioners be fair and impartial in their dealings with the public and that they serve all citizens equally. It is not enough to avoid favoritism. They should strive to avoid even the appearance of giving preference to one citizen or business over any other.

1. The value of a gift or advantage and the relation of the giver to public business should be considered in determining acceptability. Small gifts that come in the form of business lunches, calendars, or office bric-a-brac are often, not always, acceptable. In cases of doubt, refuse. In cases of marginal doubt, refuse.

2. Planning Commissioners should not accept gifts from outside agencies which may be competing or applying for City business, permits, or development decisions. Accepting gifts not only gives the appearance of favoritism but may create an embarrassing and possible unlawful position for the City. Items of small value such as calendars, pencils, etc. with advertising or logos are acceptable, but larger items such as clothing, equipment for personal use, etc. should be politely declined.

D. Commissioner Removal. A Commission member may be permanently removed from the Planning Commission for cause by the Mayor upon advice and consent of the City Council. Recommendation for such action may be made by a majority vote of the Commission to the Mayor based on any of the following:

1. Continuous unjustified non-attendance of Planning Commission work meeting and/or regular meetings.
2. Demonstrated inability or unwillingness to participate cooperatively as a working member of the Commission including, but not limited to, such action as:
 - a. repeatedly showing a lack of preparation during meetings; or
 - b. repeated attempts to disrupt meetings; or
 - c. frequent votes contrary to the evidence presented for no apparent reason.
3. Failure to conduct oneself in a professional and competent manner appropriate to the position of Planning Commissioner.
4. Violation of the criminal laws, federal, state or local.
5. A change in residency outside of Layton City.

E. Treatment of Information. It is important to discriminate between planning information that belongs to the public and planning information that does not.

1. Reports and official records of a public planning agency must be open on an equal basis to all inquiries.
2. Information considered private, controlled or protected, that is learned in the course of performing planning duties must be treated in confidence if specifically requested by the applicant or as dictated by Title 4 of the Layton Municipal Code. Such information becomes public when an application for official action, such as a change in zone classification or approval of a plat, is submitted.

3. Information contained in studies that are in progress in a planning agency should not be divulged except in accordance with established agency policies on the release of its studies. A public planning agency is not required to share its thought publicly.
4. Prearranged private meetings between a Planning Commissioner and applicants, their agents, or other interested parties, are prohibited. Partisan information on any application received by a Planning Commissioner whether by mail, telephone, or other communication shall be made part of the public record.

IV. MEETINGS.

- A. **Place.** All meetings of the Planning Commission shall be held in the City Council Chambers of City Hall, 437 North Wasatch Drive, Layton, Utah, or at such other place in Layton City as the Commission may designate.
- B. **Regular Meetings.** Regular meetings of the Planning Commission shall be held on the second and fourth Tuesdays of each month at the hour of 7:00 o'clock p.m.
- C. **Work Meetings.** Work meetings may be held on the second and fourth Tuesdays of each month, prior to the regular meeting.
- D. **Quorum.** ~~Five~~ Four members of the Commission shall constitute a quorum thereof for the transaction of all business except where unanimous consent of all members is required. Any member disqualified because of a conflict of interest shall not be considered when determining whether a quorum is constituted.
- E. **Content.** Discussion in the meetings are to be limited to agenda items and issues reasonably related thereto. Comments or presentations by the public are to be limited to relevant issues. In order to ensure that the meetings proceed timely and orderly, the Chair may impose a time limit on those desiring to address the Commission. Any person who disrupts the meeting by exceeding a time limit, discussing irrelevant issues, or otherwise may be removed at the direction of the Chair.
- F. **Additional Guidelines.** In addition to these policies and procedures, the Commission may invoke additional guidelines as necessary to address issues as they arise so long as they are consistent with the nature and intent with the content herein.

V. MOTIONS.

- A. **Making of Motions.** Any Planning Commissioner, but the Chair, may make or second a motion. Motions should state findings for denial or approval within the motion:

1. Motions should state findings at the beginning.
 2. The staff reports should be in sufficient detail to assist the Planning Commission in stating findings.
 3. All motions should be repeated at the direction of the Chair.
- B. Second Required.** Each motion of the Planning Commission must be seconded. A motion that fails to receive a second shall fail.
- C. Withdrawing a Motion.** After a motion is stated by the Chair or read by the secretary, it shall be deemed in the possession of the Commission, but may be withdrawn at any time before decision or amendment by the unanimous consent of the Commission.
- D. Motion to Table.** A motion to table an agenda item for further study should be accompanied by specific reasons for continuing the matter and whenever possible, a specific date to rehear the matter should be scheduled.
- E. Amending Motions.** When a motion is pending before the Commission, any member may suggest an amendment without a second, at any time prior to the Chair putting the motion to a vote. The amendment must be accepted by the author and the second of the motion in order to amend the stated motion. The author and the second may choose not to accept the amendment.
- F. Amending Amendments to Motions.** An amendment to a motion may be amended, no second required, at any time prior to the Chair putting the motion to a vote. The amendment to the amendment must be accepted by the author and the second of the motion in order for it to amend the stated motion. The author and the second may choose not to accept the additional amendment.
- G. Substitute Motions.** A substitute motion, which shall replace the original motion, may be made prior to a vote on the original motion.
- H. To Rescind a Motion.** A motion to rescind or make void the results of a prior motion may take place when the applicant and other persons directly affected by the motion have not materially changed their position in reliance on the Commission's action on the motion.
- I. To Reconsider a Motion.** To recall a previous motion for further evaluation and/or action, a motion for reconsideration may be made by a Commissioner who voted with the majority. The motion to reconsider must pass with a majority vote. If it is determined that the motion should stand as previously approved, no formal vote is necessary. If the former motion is to be amended or made void, the motion shall be put to a formal vote of the Commission. Motions to reconsider a previous motion must take place during the same meeting the motion was made or when the minutes containing that particular item are approved.

- J. **Motion to Open and Close Hearings.** A motion shall be made to open and close the public portion of a hearing prior to Planning Commission discussion and vote on the matter.
- K. **Motion to Recess.** A motion shall be made to break for a specific purpose while also stipulating a specific time to reconvene the meeting. The time to reconvene must be during the same day as the meeting in which the motion to recess was made.
- L. **Motion to Adjourn.** A motion to adjourn the meeting shall be made at the end of each Planning Commission meeting. No second is required to the motion to adjourn.

VI. VOTING.

Except as otherwise specifically provided in these rules, a majority vote of a quorum shall be required and shall be sufficient to transact any procedural business before the Planning Commission.

- A. **Changing a Vote.** No member shall be permitted to change his/her vote after the decision is announced by the Chair.
- B. **Tie Votes.** Tie votes shall be broken by the Chair casting a vote.
- C. **Conflict of Interest/Disqualification.** Any member declaring a conflict of interest shall be disqualified and shall leave the room and not participate in the discussion and vote pertaining to that particular matter.
- D. **Minimum Votes Required.** Unless otherwise provided herein, a minimum of four (4) affirmative votes are required to make a determination on any item presented to the Planning Commission.

VII. AMENDMENTS.

These rules may be amended at any regular meeting of the Planning Commission by an affirmative vote of the Commission, provided that such amendment has been presented in writing to each member of the Commission at least 48 hours preceding the meeting at which the vote is taken. Such amendments shall be submitted to the City Council for its approval before they shall take effect.

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

Item Number: 5.D.

Subject:

Appointments to the Planning Commission – C. Brett Nilsson and L.T. Weese – Resolution 14-17

Background:

Due to the change in the composition of the Planning Commission from nine regular members to seven regular members and two alternate members, there are two vacancies on the Planning Commission for alternate members.

Mayor Stevenson recommends that C. Brett Nilsson be appointed as an alternate member of the Planning Commission for a term to expire July 1, 2017. Mayor Stevenson also recommends that L.T. Weese be appointed as an alternate member of the Planning Commission for a term to expire July 1, 2016. Mr. Nilsson has a background in the insurance industry and Mr. Weese has a background in real estate. Background information for both appointees is attached for reference.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-17 confirming the appointment of C. Brett Nilsson and L.T. Weese as alternate members of the Planning Commission; or 2) Not adopt Resolution 14-17.

Recommendation:

Mayor Stevenson recommends the Council adopt Resolution 14-17 confirming the appointment of C. Brett Nilsson and L.T. Weese as alternate members of the Planning Commission.

Staff supports the recommendation of the Mayor.

RESOLUTION 14-17

A RESOLUTION CONFIRMING THE APPOINTMENT OF C. BRETT NILSSON AS AN ALTERNATE MEMBER TO THE PLANNING COMMISSION FOR A THREE-YEAR TERM EXPIRING ON JULY 1, 2017, AND THE APPOINTMENT OF L.T. WEESE AS AN ALTERNATE MEMBER OF THE PLANNING COMMISSION FOR A TWO-YEAR TERM EXPIRING ON JULY 1, 2016.

WHEREAS, pursuant to Layton City Ordinance, there are to be seven members of the Planning Commission and two alternate members; and

WHEREAS, a need has arisen to fill two vacant alternate positions on the Planning Commission; and

WHEREAS, it is in the best interest of the City to have all positions on the Planning Commission filled to best provide for a full voting quorum at their meetings; and

WHEREAS, the Mayor has recommended that C. Brett Nilsson and L.T. Weese be appointed as alternate members of the Planning Commission.

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

1. That C. Brett Nilsson serve as an alternate member of the Layton City Planning Commission to a term that will end July 1, 2017.
2. That L.T. Weese serve as an alternate member of the Layton City Planning Commission to a term that will end July 1, 2016.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **17th day of April, 2014.**

ROBERT J STEVENSON, Mayor

ATTEST:

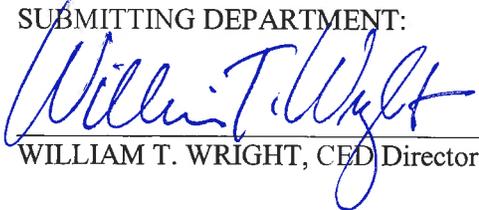
THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:



WILLIAM T. WRIGHT, CED Director



C. Brett Nilsson

1470 West 500 South
Layton, Utah 84041

Phone: 801-217-3246
Cell: 801-698-7722

Layton City Planning Commission

This is a general overview of me and my personal background. I have not held any positions in city government or run for any political office. I have no agenda to get accomplished or any projects to influence. I am just a Layton City resident from 1990 until present wanting to get involved. Previously I lived on Mutton Hollow Road prior to moving to our current location listed above.

Business Experience

I began my career as an insurance broker in 1979 as an "Independent Insurance Agent." In 1982 and at the early age of "28" I was elected to serve on the Board of Directors of the Independent Insurance Agents of Utah. I remained on this Board for 11 years in which I received several major awards; Young Agent of the Year, Agent of the Year and the Arnold Burgener Award, the highest honor the State Association has to offer. This award has only been given out five times in the 90 year history of the Association. While serving as President of the Utah Association I was asked if I would consider filling the vacancy as Utah's director to the Independent Insurance Agents and Brokers of America based in Washington DC. I accepted and have remained involved on a National basis for the past "15" years. During these years I served on the communications committee, dues task force and the finance committee which I chaired for "4" years and received a Presidential Citation for my work. In 2003 I was voted by my peers to serve on the National Executive Committee. Then in 2006 I was elected to serve as Vice Chairman. In September of 2008 I was installed as the Chairman of the National Association representing 300,000 agents and brokers and over 23,000 independent insurance agencies around the country. Since completing my leadership term I have been asked to chair the national professional liability committee which I am in my third year of service. I also served for several years on the WFII "World Federation of Insurance Intermediaries," traveling to various places around the world to meet and work on insurance practices for both domestic and international issues. In 1993 I obtained the designation of "Certified Insurance Counselor" and have maintained its continuing education requirements to the present date. I am also involved with "Expert Witness" case review and testimony on insurance related matters.

In 1979 I began my insurance work at a small two person agency. During this time I was involved with small commercial accounts in both acquisition and service. In 1982 I joined a larger firm who primarily did commercial insurance and worked out of two offices in Ogden and Salt Lake City, Utah. I was President of this firm when in 1995 it was negotiated to sale our offices to First Security Bank, which was later acquired by Wells Fargo Bank who bought the countries 5th largest insurance operation known as Acordia Insurance. I share this information for the purpose of demonstrating that I have experience in small accounts, medium agency account operations and large agency account operations.

For personal reasons, in 2006, I left Acordia and assisted opening a new office for The Buckner Group in Ogden, Utah. Buckner is a large Independent Agency with approximately 120 employees. I continue my handling of commercial customers from manufacturers, contractors and small business owners as I have for many years. To accommodate my clientele I am currently licensed in 34 states and hold agents, brokers and surplus lines licenses for those states which require them. During these same years I served on several insurance company advisory boards.

Local Activities

Member of the Ogden Chamber of Commerce

Member of the Weber State Wildcat club and the Round Ball Club

Past Ogden Jaycee

Past President of the Ogden Golf and Country Club

Recently asked to sit on WSU School of business advisory board by Dean Steagall

Education

Bachelor of Science Degree Finance & Business Administration from Weber State University.

Personal

Married for 36 years, 4 children, 11 grandchildren, Eagle Scout, served two year mission in London England for the Church of Jesus Christ of Latter-day Saints. Served in many religious capacities and as Bishop in the LDS Church. I enjoy outside activities including golf, fishing, skiing, biking, etc.

Your consideration is appreciated. I would be glad to answer any questions regarding the above information or any other data you would feel appropriate.

L.T. Weese
1210 E. Saint Joseph St. Layton, UT 84040
801.645.1919 distressedhomes@yahoo.com

Objective

Become a representative for Layton City Planning Commission where I can offer my small business and Real Estate knowledge to serve the Layton Citizens through ethical and honorable Planning Commission representation. Provide to the Planning Commission insight on how planning decisions affect Business and Residential Real Estate decisions.

Strengths

- Ethically Motivated
- Compassionate
- Sincere
- Driven
- Charismatic
- Steadfast
- Committed
- Honest
- Interminable
- Outspoken
- Flexible
- Community Involvement

Community Involvement/Committees

Northern Wasatch Association of REALTORS
Chair Public Relations (2012)
Have a Heart Foundation
Trade Expo Committee
Education Committee Liaison
National Association of REALTORS

Davis County Lakesider (Executive)
Davis Chamber of Commerce
Education Committee
Military Affairs
Legislative Affairs
State Delegate, Utah Republican Party
County Delegate, Utah Republican Party

Charitable and Community Service

*Sound of Freedom Days
**Operation Gratitude
***Joplin Tornado Relief
Ethan Stacy Foundation
Utah Foster Care
Vanessa Hart Memorial
Hill Air Force Base Airmen Food Pantry
Military Affairs Appreciation Picnic
9/11 Support the Troops Car Show (support for *388th Fighter Wing* causes)
Christmas Box House
Hope Kids Foundation
Eerie Crypt sponsor for 2010 Davis County Gala (donation, not personal event)

Business Experience

****2000 to Present (Owner) Northern Realty- located in Layton Hills Mall. Largest brokerage in Layton producing over \$40 million in annual sales.

***Sound of Freedom Day-** This event is very special and close to my heart. This will be a community gathering to show support for Hill Air Force Base. All monies raised will be dedicated to housing for HAFB and to be used at their discretion. The event is to be held in Layton on Constitutional Way on June 2. We will have hot rods, booths, raffles and special guests from HAFB along with city leaders speaking during the event.

****Operation Gratitude-**Fun drive that we have held at our 9/11 car show since 2002. We collect photos, personal notes, thank you cards etc... for the troops overseas. Along with the personal items to let our troops know they are missed and loved back home. We collect what necessary items they need or desire (ex: toiletries, candies, videos, etc...). This has been the best way to show our troops that they are not forgotten and they have more friends thinking about them then they know of.

*****Joplin Tornado Relief-** Community gathering to bring food, money and relief to Joplin Missouri after a disastrous tornado in May. Personally, growing up in Independence, Missouri and having family in Joplin this disaster hit my family and me hard. With the money that was raised we were able to give \$500 per family. At the end of this drive, \$26,000 and 5 semi loads of food, water and clothes were collected.

******Northern Realty-** In the spring of 1998, I received my Realtor license and, by the end of my first year, was ranked in the top 3% of Realtors in Utah. In 2000, Northern Realty was established as a small, but effective, brokerage in my basement. With hard work, I have taken the company from those humble beginnings and developed it into one of the most powerful/profitable brokerages in Utah and the largest Brokerage in Layton. Northern Realty has been in the Layton Hills Mall for the past 8 years and is known for the place to go for foreclosure relief and community awareness.

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

Item Number: 5.E.

Subject:

Utility Easement Vacation – Windsor Square Commercial Subdivision Phase 3 Lot 302 and Parcel A
Resolution 14-14 – 85 West 2675 North

Background:

The request is to vacate a 20-foot-wide public waterline utility easement that was established and recorded with the development of the Windsor Square Commercial Subdivision. The development of the Leadership Learning Academy prompted another phase of the Windsor Square Commercial Subdivision to be recorded. With reviews of the plat, it was discovered that the public waterline and easement were not inside the public right-of-way of 2675 North. With the relocation of the waterline into the public right-of-way, the 20-foot-wide public waterline utility easement is no longer needed and can be vacated on Lot 302 and Parcel A.

The request to vacate the 20-foot-wide public waterline utility easement is not required to have a recommendation from Planning Commission because all planning issues have been resolved with the Windsor Square Commercial Subdivision approval.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-14 granting approval for the utility easement vacation subject to meeting all Staff requirements as outlined in Staff memorandums; or 2) Not adopt Resolution 14-14 and deny granting the utility easement vacation.

Recommendation:

Staff recommends the Council adopt Resolution 14-14 granting approval for the utility easement vacation subject to meeting all Staff requirements as outlined in Staff memorandums.

RESOLUTION 14-14

A RESOLUTION VACATING THE 20-FOOT PUBLIC WATERLINE UTILITY EASEMENT WITHIN THE WINDSOR SQUARE COMMERCIAL SUBDIVISION PHASE 3 LOT 302 AND PARCEL A AT 85 WEST 2675 NORTH.

WHEREAS, Layton City has received a petition to vacate a 20-foot public waterline utility easement within the Windsor Square Commercial Subdivision Phase 3 Lot 302 and Parcel A, located at 85 West 2675 North, as set forth in Exhibit A, and illustrated in Exhibit B. The waterline easement is to be abandoned with the development of the Windsor Square Commercial Subdivision Phase 3; and

WHEREAS, the petitioners are the property owners of the respective lot and parcel; and

WHEREAS, the petitioners have requested to abandon the existing waterline easement with the development of the Windsor Square Commercial Subdivision Phase 3; and

WHEREAS, the development of the Windsor Square Commercial Subdivision will re-direct these utilities within the new public street system within the subdivision; and

WHEREAS, the petitioners have determined and represented that there is an underground public waterline utility that has been installed within the said existing easement to be vacated and this underground utility is to be abandoned; and

WHEREAS, the City Council of Layton City, Utah has determined that vacating said easement is for a good cause and is in the public interest.

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

1. That the 20-foot public waterline utility easement, as more fully described in Exhibit A, and illustrated in Exhibit B, both of which are attached hereto and incorporated herein, is hereby vacated.
2. That the Mayor be authorized to execute the appropriate documents to complete this transaction.

PASSED AND ADOPTED by the City Council of Layton, Utah, this _____ day of _____, _____.

ATTEST:

THIEDA WELLMAN, City Recorder

ROBERT J STEVENSON, Mayor

APPROVED AS TO FORM:

Gary Crane

GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:

William T. Wright

WILLIAM T. WRIGHT, Director
Community & Economic Development

H HILL & ARGYLE, Inc.

Engineering and Surveying

181 North 200 West, Suite #4, Bountiful, Utah 84010
(801) 298-2236 Phone, (801) 298-5983 Fax



40° 53' 27.12" N
111° 53' 09.40" W



March 27, 2014

GMW Windsor 3
Easement to be Vacated

An Easement 10 feet wide on both sides of the below described centerline:

Beginning at a point which is 766 feet North and 10 feet East of the West Quarter Corner of Section 9, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah and running thence North 181.06 feet; thence South 78°01' East 345.11 feet; thence East 359.5 feet.



EXHIBIT A

EXHIBIT B

WINDSOR SQUARE COMMERCIAL SUBD.

A SUBDIVISION OF PART OF THE NORTHWEST QUAR
TOWNSHIP 4 NORTH, RANGE 1 WEST, S
LAYTON CITY, DAVIS COUNTY, UTA
SEPTEMBER 2013
CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT VECTRA BANK
AS CLAIMANT WITH RESPECT TO THE ABOVE TITLED COMPANY
SUBDIVISION, DOES HEREBY CONSENT TO THE RECORDING
THEREOF OF ALL STREETS AND EASEMENTS AS SHOWN HEREON
BY THE USE OF THE INSTRUMENT DATED OCTOBER 18, 1959, BY THE
GOVERNING BODY OF LAYTON CITY, SAID COMPANY DOES HEREBY
SUBORDINATE ITS INTEREST IN AND TO THE LAND INCLUDED
HEREIN TO ALL PUBLIC STREETS AND EASEMENTS TO THE PUBLIC
USE FOREVER.

NAME: Sharon Ferguson TITLE: Secretary
VECTRA BANK COLORADO, NATIONAL ASSOCIATION

CORPORATE ACKNOWLEDGMENT
ON THIS 19th DAY OF SEPTEMBER 2013, I, Sharon Ferguson, HERE
PERSONALLY APPEARED BEFORE ME, Sharon Ferguson, A
NOTARY PUBLIC IN AND FOR THE STATE OF COLORADO, WHO BEING DULY SWORN DID SAY THAT HE/SHE IS THE
MEMBER OF THE BOARD OF DIRECTORS OF VECTRA BANK COLORADO,
AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON
BEHALF OF SAID CORPORATION, AND HE/SHE
ACKNOWLEDGED TO ME THAT SAID CORPORATION
EXECUTED THE SAME.

NOTARY PUBLIC Sharon Ferguson
RESIDENCE: Highland
MY COMMISSION EXPIRES: 11/11/13



TEMPORARY
TURNAROUND
EASEMENT
R=50.00'

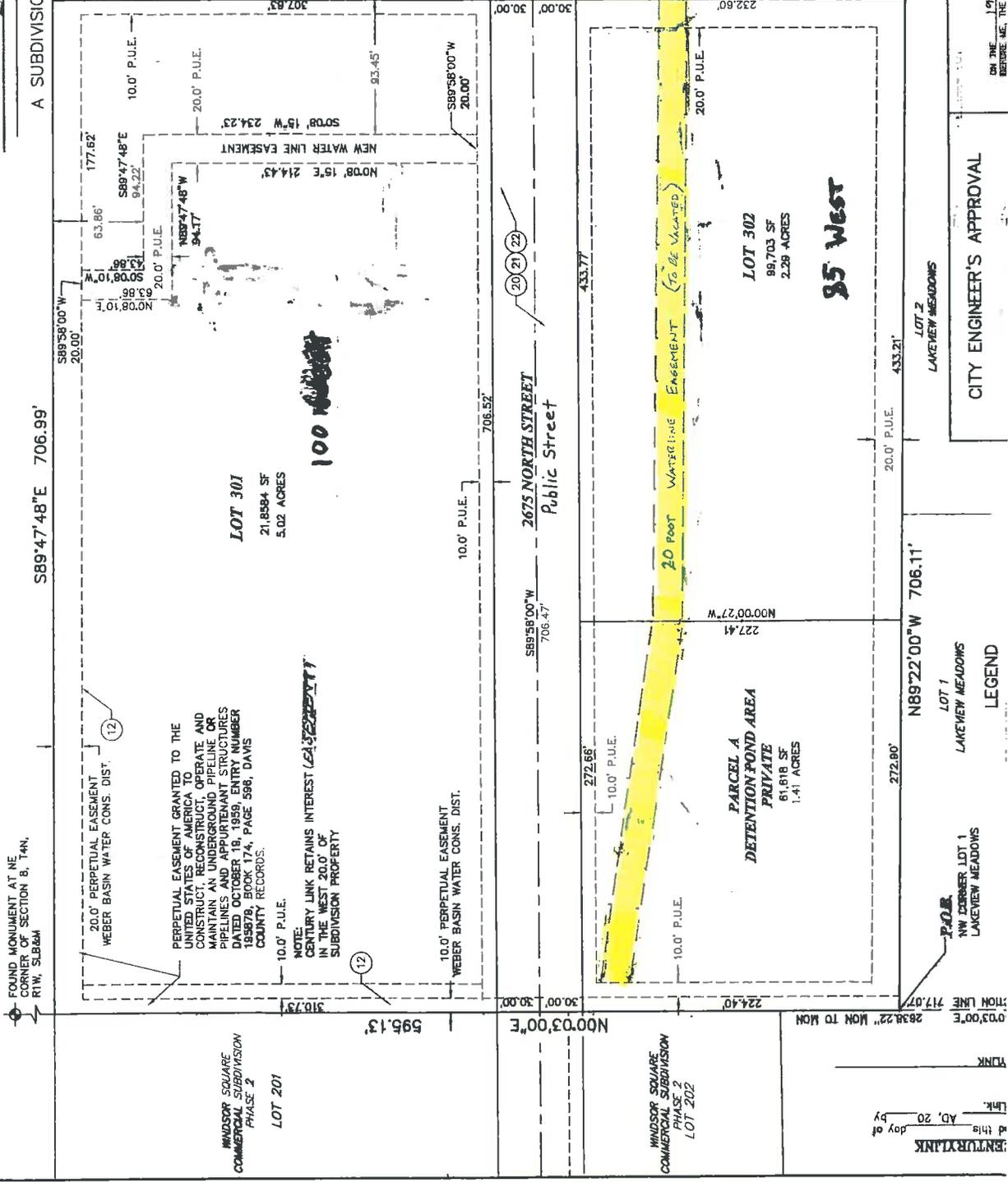
NOTE:
LOT 301 AND THE DETENTION AREA PARCEL OVERLAP AN
AMERICAN EARTH CUTS OR FILLS, TREES, SHRUBS,
AND/OR PERMANENT OR TEMPORARY STRUCTURES OF
ANY KIND ARE STRICTLY PROHIBITED FROM THE
WEBER BASIN WATER CONSERVANCY DISTRICT AND THE
U.S. BUREAU OF RECLAMATION.

ACKNOWLEDGMENT
ON THE 19 DAY OF SEPTEMBER 2013, I, Sharon Ferguson, HERE
PERSONALLY APPEARED BEFORE ME, Sharon Ferguson, A
NOTARY PUBLIC IN AND FOR THE STATE OF COLORADO, WHO BEING DULY SWORN DID SAY THAT HE/SHE IS A
MEMBER OF THE BOARD OF DIRECTORS OF VECTRA BANK COLORADO,
LIMITED LIABILITY COMPANY AND THAT SAID INSTRUMENT WAS
SIGNED IN BEHALF OF SAID LLC BY A RESOLUTION OF ITS
MEMBERS, AND ACKNOWLEDGED TO ME THAT SAID LLC
EXECUTED THE SAME.

NOTARY PUBLIC: Sharon Ferguson
RESIDENCE: Layton, UT
MY COMMISSION EXPIRES: 11/11/13



ACKNOWLEDGMENT
ON THE 19 DAY OF SEPTEMBER 2013, I, Sharon Ferguson, HERE PERSONALLY APPEARED
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WAIVE A BELIEF...



CITY ENGINEER'S APPROVAL

LEGEND

LOT 1
LAKEVIEW MEADOWS

LOT 2
LAKEVIEW MEADOWS

PARCEL A
DETENTION FOND AREA
PRIVATE
81,818 SF
1.41 ACRES

LOT 301
21,8584 SF
5.02 ACRES

LOT 302
98,703 SF
2.28 ACRES

85 West

2675 NORTH STREET
Public Street

20 FOOT WATERLINE EASEMENT (To Be Vacated)

NEW WATER LINE EASEMENT

PERPETUAL EASEMENT
WEBER BASIN WATER CONS. DIST.

PERPETUAL EASEMENT
WEBER BAS

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

Item Number: 5.F.

Subject:

Right-Of-Way and Easement Grant Agreements – Questar Gas Company – Resolution 14-18 – Various UTOPIA Hut Sites

Background:

Questar Gas Company is requesting City approval of ten Right-Of-Way and Easement Grant agreements at various UTOPIA fiber optic hut sites. The easements are for service lines providing natural gas to the backup generators for the UTOPIA huts. The location of the hut sites are shown on the attached map. While each hut site typically has one Questar easement, the Vae View Park hut site has two easements.

All of the easements and associated legal descriptions have been reviewed and approved by the Engineering Division.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-18 approving the ten Right-Of-Way and Easement Grant agreements for Questar Gas Company; or 2) Not adopt Resolution 14-18.

Recommendation:

Staff recommends the Council adopt Resolution 14-18 approving the ten Right-Of-Way and Easement Grant agreements for Questar Gas Company.

RESOLUTION 14-18

A RESOLUTION ADOPTING AND APPROVING VARIOUS RIGHT-OF-WAY AND EASEMENT GRANT AGREEMENTS BETWEEN LAYTON CITY AND QUESTAR GAS COMPANY.

WHEREAS, Questar Gas Company desires to install natural gas transmission lines to various UTOPIA fiber optic hub facilities located on Layton City property; and

WHEREAS, the said natural gas transmission lines are necessary to operate backup generators for said fiber optic hub facilities; and

WHEREAS, Layton City and Questar Gas Company have determined the location of the easements and desire to identify those easements in anticipation of Questar Gas Company providing natural gas service to said fiber optic hub facilities; and

WHEREAS, both Layton City and Questar Gas Company have agreed to the terms of the agreements entitled Right-Of-Way and Easement Grants.

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

1. That the agreements entitled Right-Of-Way and Easement Grants, which are attached hereto and incorporated herein by this reference, be adopted and approved, for the following locations:

- 2400 North 2725 East (Oak Forest Park)
- 2885 East Oak Hills Drive (Oak Hills Water Tank Property)
- 1350 North Valley View Drive (Future Fire Station Site)
- 212 East Antelope Drive (City Public Works Shop)
- 356 West Layton Parkway (Future Kays Creek Trail Head)
- 211 North Chapel Street (Chapel Street Park)
- 1685 North Main Street (Vae View Park - parking lot)
- 1685 North Main Street (Vae View Park)
- 1569 East Gordon Avenue (Andy Adams Park)
- 2600 North Hill Field Road (Hill Field Road Water Tank Property)

2. That the Mayor be authorized to execute the necessary documents.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **17th day of April, 2014**.

ROBERT J STEVENSON, Mayor

ATTEST:

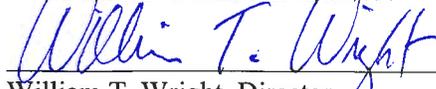
THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

For 

GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:



William T. Wright, Director
Community & Economic Development

**Questar Gas
Right-Of-Way
and Easement
Grant
Agreements**

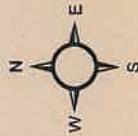
April 17, 2014

**City Council
Meeting**

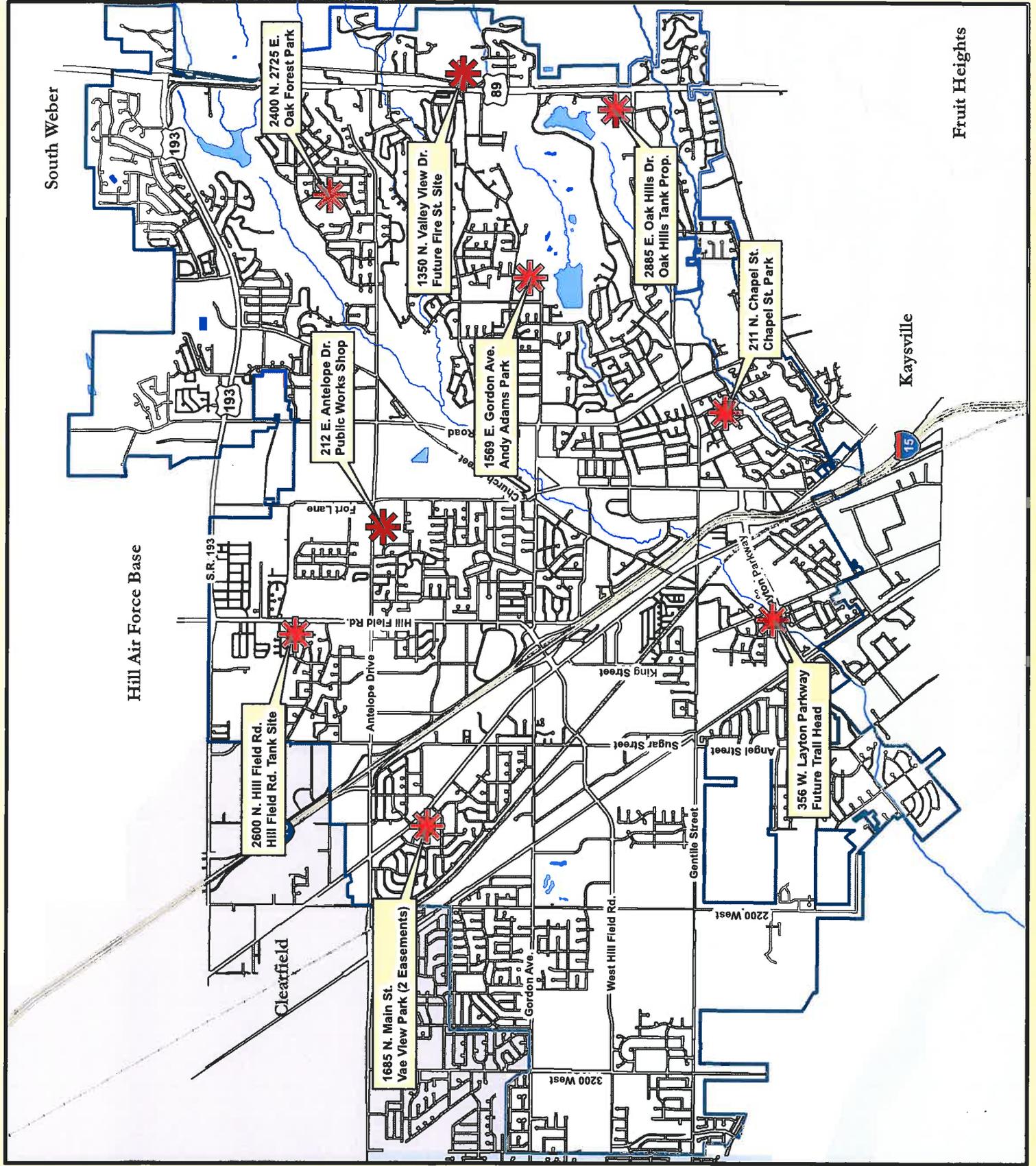
**UTOPIA
HUT SITES**

LEGEND

-  Rail Lines
-  Interstate 15
-  Layton City Boundary
-  Rights of Way
-  Lakes
-  Streams



1 inch = 4,250 feet



WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
34038layton°.cc; LA006

Space above for County Recorder's use
PARCEL I.D.# 09-061-0005,0011

RIGHT-OF-WAY AND EASEMENT GRANT

34038

LAYTON CITY CORPORATION

a corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 20.0 feet in width to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 11, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

Beginning at a point on Grantor's South property line, said point being 1190.95 feet South 00°18'10" West along Section line, and 624.86 feet West from the Center of Section 11, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence North 30°41'45" East parallel with and 10 feet Southwesterly of Grantor's East line 456.11 feet to the point of terminus.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and

adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20____.

LAYTON CITY CORPORATION

ATTEST:

By: _____
Title: _____

By: _____
Title: _____

APPROVED AS TO FORM
BY *[Signature]* 4/7/14

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the _____ day of _____, 20____ personally appeared before me _____, and _____ who, being duly sworn, did say that they are the _____ and _____, respectively, of LAYTON CITY CORPORATION, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said _____ and _____ acknowledged to me that said corporation duly executed the same.

Notary Public

EXHIBIT "A"

ALL RIGHTS OF WAY TO BE 20' IN WIDTH WITH CENTER OF RIGHT-OF-WAY TO BE SAME AS THE PROPOSED GAS OR THE CENTERLINES AS SHOWN

CAUTION: DO NOT INSTALL IHP GAS CLOSER THEN 10' TO ANY STRUCTURE

NOTES:

RIGHT OF WAY CENTERLINE DESCRIPTION: PART OF SOUTHWEST 1/4 OF SECTION 11, T.4N, R.1W, SALT LAKE BASE AND MERIDIAN; BEGINNING AT A POINT ON THE SOUTHWESTERLY BOUNDARY OF LOT 686, OAK FOREST No. 12 PLAT C, AS PLATTED AND RECORDED FEBRUARY 23, 1984, BOOK 979, PAGE 609, RECORDER'S No. 664937, DAVIS COUNTY RECORDER'S OFFICE, SAID POINT BEING S00°18'10"W 1180.95 FEET, ALONG SECTION LINE, AND 624.86 FEET WEST FROM THE CENTER QUARTER CORNER OF SAID SECTION; THENCE RUNNING N89°41'50"W 25 FEET MORE OR LESS TO POINT OF BEGINNING, THENCE N30°41'45"W 27 FEET MORE OR LESS, THENCE N59°18'16"E 15 FEET MORE OR LESS BEING 10 WEST OF FENCE LINE, THENCE N30°41'45"W 465 FEET MORE OR LESS TO THE CENTER OF THE STREET (2400 N STREET); EASEMENT BEING 20 FEET WIDE 10 FEET ON EACH SIDE OF CENTERLINE

RIGHT OF WAY LOCATED IN SEC 11 T 4N, R 1W SL.B&M UTR# 34038 GRANTOR: LAYTON CITY CORP

CITY/CO LAYTON CENTER OGDEN SUB/PROJ UTOPIA/LA008 JOB LOCATION 2271-2400 NORTH PROJECT CONTACT: MIKE DAVIS PHONE # 801-395-8808 CELL # 801-710-9823

SL 9901097

DRAWN BY: B. JOHNS DATE: 5/31/2013 QUESTAR MAPPING # 801-324-3970



For planning purposes only. All locations approximate. Call 811 before digging.



WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
34039layton.cp;

Space above for County Recorder's use
PARCEL I.D.# 11-022-0027

RIGHT-OF-WAY AND EASEMENT GRANT

34039

LAYTON CITY CORPORATION

a corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 23, Township 4 North , Range 1 West, Salt Lake Base and Meridian;

Beginning at a point on the Northerly right-of-way line of Oak Hills Drive, said point being 475.5 feet North 89°59'00" West along Section line, and 380.92 feet South 11°34'00" East, and 6.91 feet North 88°07'00" East from the East Quarter Corner of Section 23, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence North 11°34'00" West 27.83 feet; thence North 78°26'00" East 20.0 feet; thence South 11°34'00" East 31.25 feet to a point on the North right-of-way line of Oak Hills Drive; thence along said North line South 88°07'21" West 20.29 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing

activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20____.

[Company Name]

ATTEST:

By: _____
Title: _____

By: _____
Title: _____

APPROVED AS TO FORM

BY *[Signature]* 4/7/14

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20__ personally appeared before me _____, and _____ who, being duly sworn, did say that they are the _____ and _____, respectively, of LAYTON CITY CORPORATION, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said _____ and _____ acknowledged to me that said corporation duly executed the same.

Notary Public

EXHIBIT "A"

ALL RIGHTS OF WAY TO BE 20' IN WIDTH WITH CENTER OF RIGHT-OF-WAY TO BE SAME AS THE PROPOSED GAS OR THE CENTERLINES AS SHOWN

CAUTION: DO NOT INSTALL IHP GAS CLOSER THEN 10' TO ANY STRUCTURE

NOTES:

RIGHT OF WAY PERIMETER DESCRIPTION: BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OAK HILLS DRIVE, SAID POINT BEING 475.5 FEET NORTH 89°59'00" WEST ALONG SECTION LINE, AND 380.92 FEET SOUTH 11°34'00" EAST, AND 6.91 FEET NORTH 88°07'00" EAST FROM THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE NORTH 11°34'00" WEST 27.83 FEET, THENCE NORTH 78°26'00" EAST 31.25 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF OAK HILLS DRIVE, THENCE ALONG SAID NORTH LINE SOUTH 88°07'21" WEST 20.29 FEET TO THE POINT OF BEGINNING.

RIGHT OF WAY LOCATED IN SEC 23 T 4N, R 2E SL.B&M UTH# 340339 GRANTOR: LAYTON CITY CORP

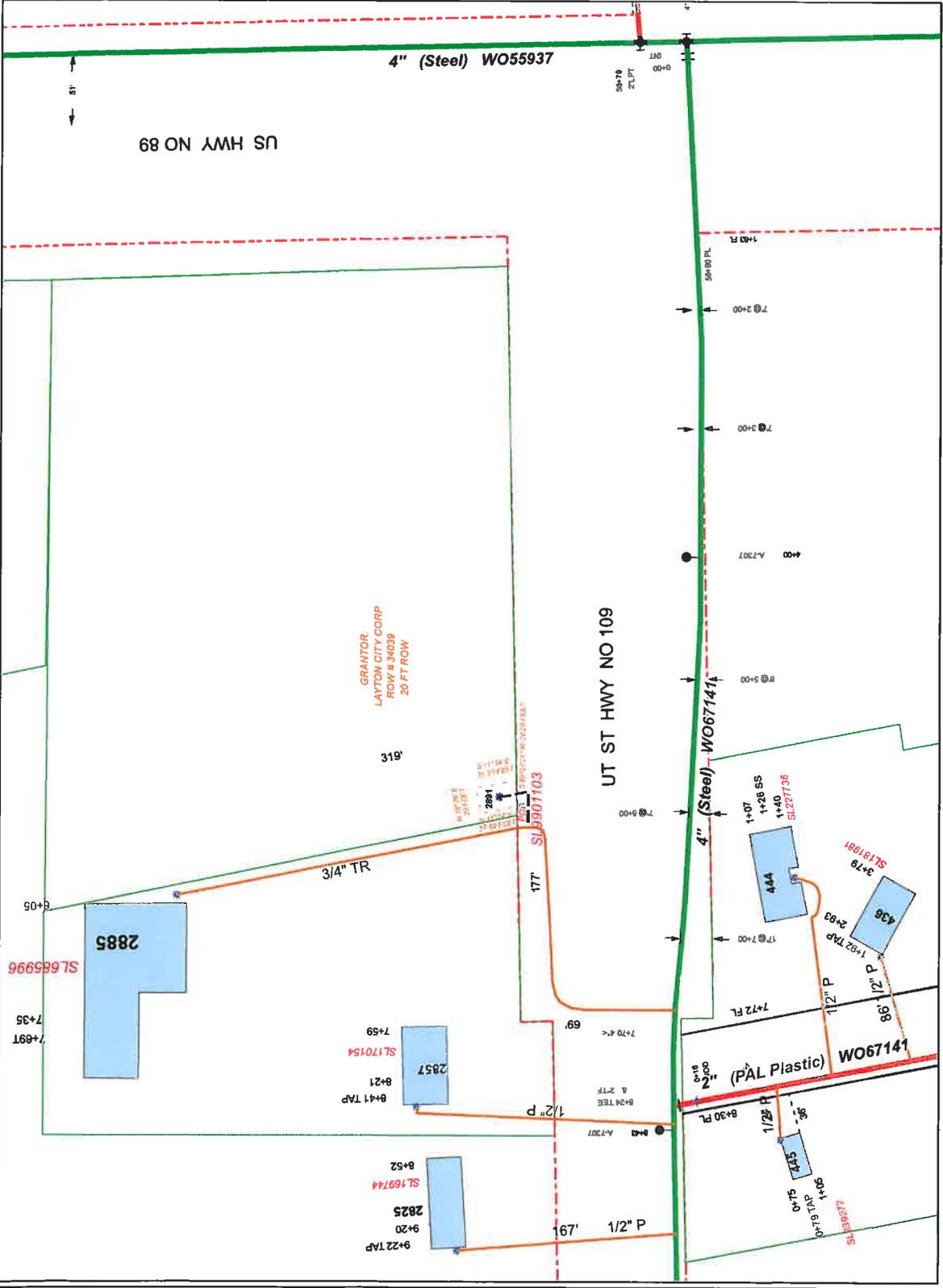
CITY/CO LAYTON CENTER OGD SUB/PROJ UTOPIALA023 JOB LOCATION 2885 OAK HILLS DRIVE (UT HWY.109) PROJECT CONTACT: MIKE DAVIS PHONE # 801-395-6806 CELL # 801-710-9623

SL 9901103

DRAWN BY: B JOHNS DATE: 7/9/2013 QUESTAR MAPPING # 801-324-3970

QUESTAR Gas

For planning purposes only, All locations approximate. Call 811 before digging.



QUESTAR Gas

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
34146layton.cp;

Space above for County Recorder's use

PARCEL I.D.# 09-082-0127

RIGHT-OF-WAY AND EASEMENT GRANT

34146

LAYTON CITY CORPORATION

a corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 13, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point on the East line of Valley View Drive, said point being 897.37 feet along Section line South 0°11'20" West and 403.91 feet East from the Northwest Corner of the Southwest Quarter of Section 13, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence North 44°20'29" East 40.18 feet; thence South 48°25'47" East 26.76 feet; thence South 41°34'14" West 20.0 feet; thence North 48°25'47" West 7.71 feet; thence South 44°20'29" West 25.54 feet; thence along Valley View Drive said East line North 35°12'25" West on an arc 395.0 feet and chord of 20.48 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing

activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
34528layton.cp;

Space above for County Recorder's use

PARCEL I.D.# 10-020-0044

RIGHT-OF-WAY AND EASEMENT GRANT

34528

LAYTON CITY CORPORATION

a municipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 16, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point along the Southern line of Antelope Drive, said point being 981.16 feet along section line North 89°18'00" West and 41.54 feet South from the North Quarter Corner of Section 16, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence South 0°43'36" West 38.38 feet; thence South 83°35'29" East 57.76 feet; thence North 06°24'31" East 20.0 feet; thence North 83°35'29" West 39.65 feet; thence North 0°43'36" East 20.27 feet; thence North 89°16'24" West 20.0 feet along the South line of Antelope Drive to the point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry

with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
34638layton.cp;

Space above for County Recorder's use

PARCEL I.D.# 11-077-0049

RIGHT-OF-WAY AND EASEMENT GRANT

34638

LAYTON CITY CORPORATION,

a municipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 29, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point on the Northerly right-of-way line of Layton Parkway, said point being 937.30 feet North 89°55'20" West along the Section line and 35.36 feet South from the East Quarter Corner of Section 29, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence South 68°21'00" West 40.49 feet along said Northerly right-of-way line of Layton Parkway; thence North 30°34'00" West 123.72 feet; thence North 59°26'00" East 40.00 feet; thence South 30°34'00" East 130.00 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry

with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and

adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20__.

LAYTON CITY CORPORATION

ATTEST:

By: _____
Title: _____

By: _____
Title: _____

APPROVED AS TO FORM
BY *[Signature]* 4/7/14

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20__ personally appeared before me _____, and _____ who, being duly sworn, did say that they are the _____ and _____, respectively, of LAYTON CITY CORPORATION, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said _____ and _____ acknowledged to me that said corporation duly executed the same.

Notary Public

EXHIBIT "A"

ALL RIGHTS OF WAY TO BE 20' IN WIDTH WITH CENTER OF RIGHT-OF-WAY TO BE SAME AS THE PROPOSED GAS OR THE CENTERLINES AS SHOWN

CAUTION: DO NOT INSTALL IHP GAS CLOSER THEN 10' TO ANY STRUCTURE

NOTES:

A PERIMETER DESCRIPTION OF A PROPOSED 40 FOOT QUESTAR GAS RIGHT OF WAY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LAYTON PARKWAY, SAID POINT BEING 937.30 FEET NORTH 89°55'20" WEST ALONG THE SECTION LINE AND 35.36 FEET SOUTH FROM THE EAST QUARTER CORNER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 68°21' WEST 40.49 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE OF LAYTON PARKWAY THENCE NORTH 30°34' WEST 123.72 FEET, THENCE NORTH 59°26' EAST 40 FEET, THENCE SOUTH 30°34' EAST 130 FEET TO THE POINT OF BEGINNING.

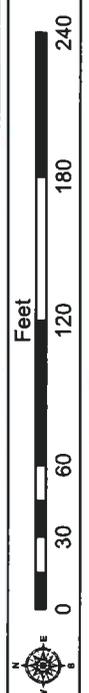
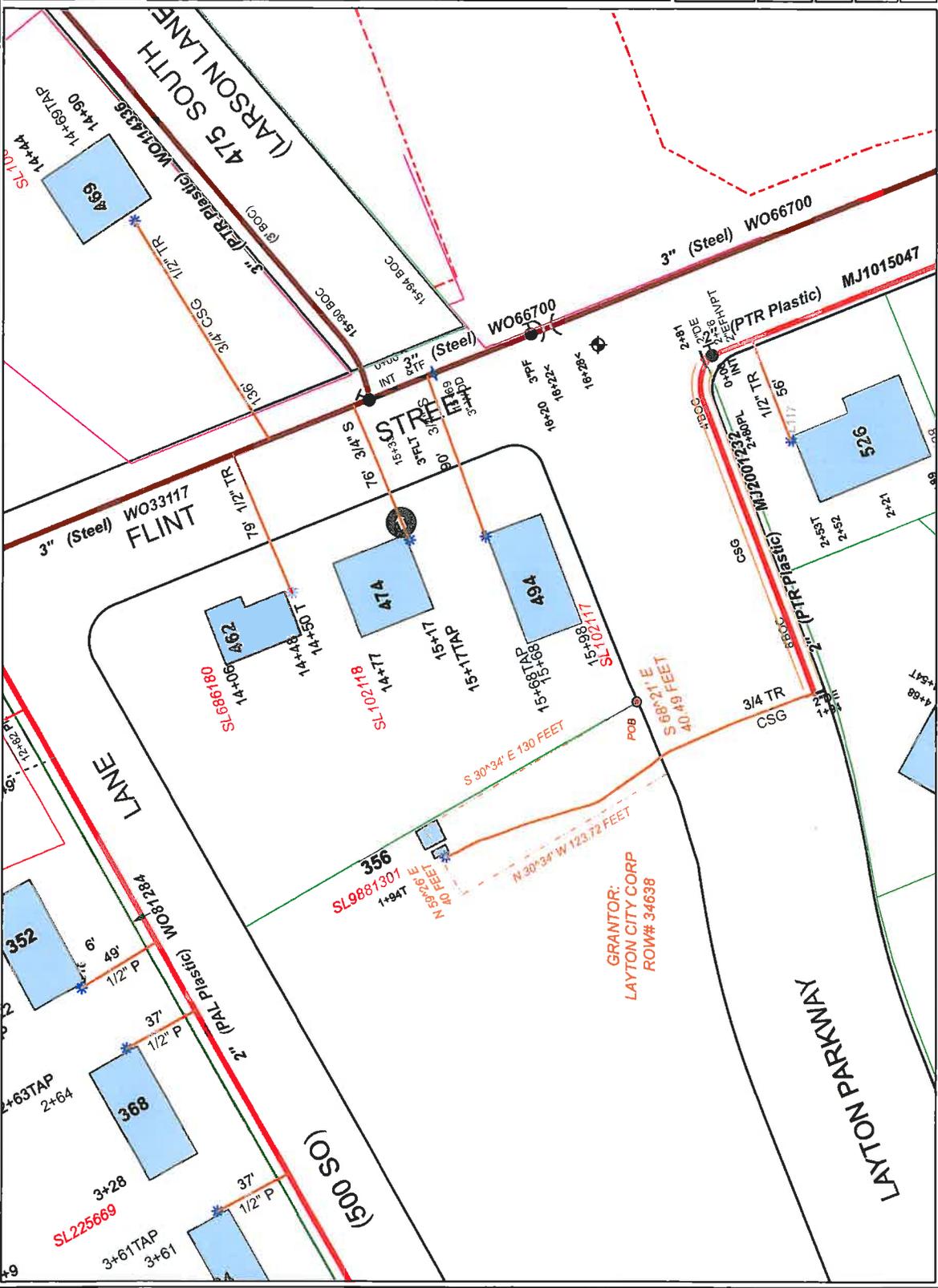
RIGHT OF WAY LOCATED IN SEC 29 T 04N, R 01W SL.B&M UT# 34638 GRANTOR: LAYTON CITY CORP

CITY/CO LAYTON CENTER OGD SUBPROJ UTOPIA LA021 JOB LOCATION 356 LAYTON PARKWAY PROJECT CONTACT MIKE DAVIS PHONE # 801-395-6806 CELL# 801-710-9623

SL 9881301

DRAWN BY: B. JOHNS DATE: 7/16/2013 QUESTAR MAPPING # 801-324-3970

811
For planning purposes only. All locations approximate. Call 811 before digging.



WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
34881layton.cp; LA022

DOCUMENT RECEIVED FROM OUTSIDE SOURCE

Space above for County Recorder's use
PARCEL I.D.# 11-050-0013

RIGHT-OF-WAY AND EASEMENT GRANT

34881

LAYTON CITY CORPORATION

a municipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 27, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point on the Easterly line of Chapel Street, said point being 811.18 feet South and 145.2 feet West and 451.08 feet South 25°40'00" East from the Northwest Corner of Section 27, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence North 26°35'06" East 81.37 feet; thence North 25°44'37" West 10.0 feet; thence North 64°15'23" East 42.0 feet; thence South 25°44'37" East 25.08 feet; thence South 64°15'23" West 28.81 feet; thence South 26°35'06" West 106.26 feet; thence North 24°30'30" East 25.92 feet along the Easterly line of Chapel Street to said point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry

with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20__.

LAYTON CITY CORPORATION

ATTEST:

By: _____
Title: _____

By: _____
Title: _____

APPROVED AS TO FORM
BY *[Signature]* 4/7/14

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20__ personally appeared before me _____, and _____ who, being duly sworn, did say that they are the _____ and _____, respectively, of _____, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its municipal council or its bylaws, and said _____ and _____ acknowledged to me that said corporation duly executed the same.

Notary Public

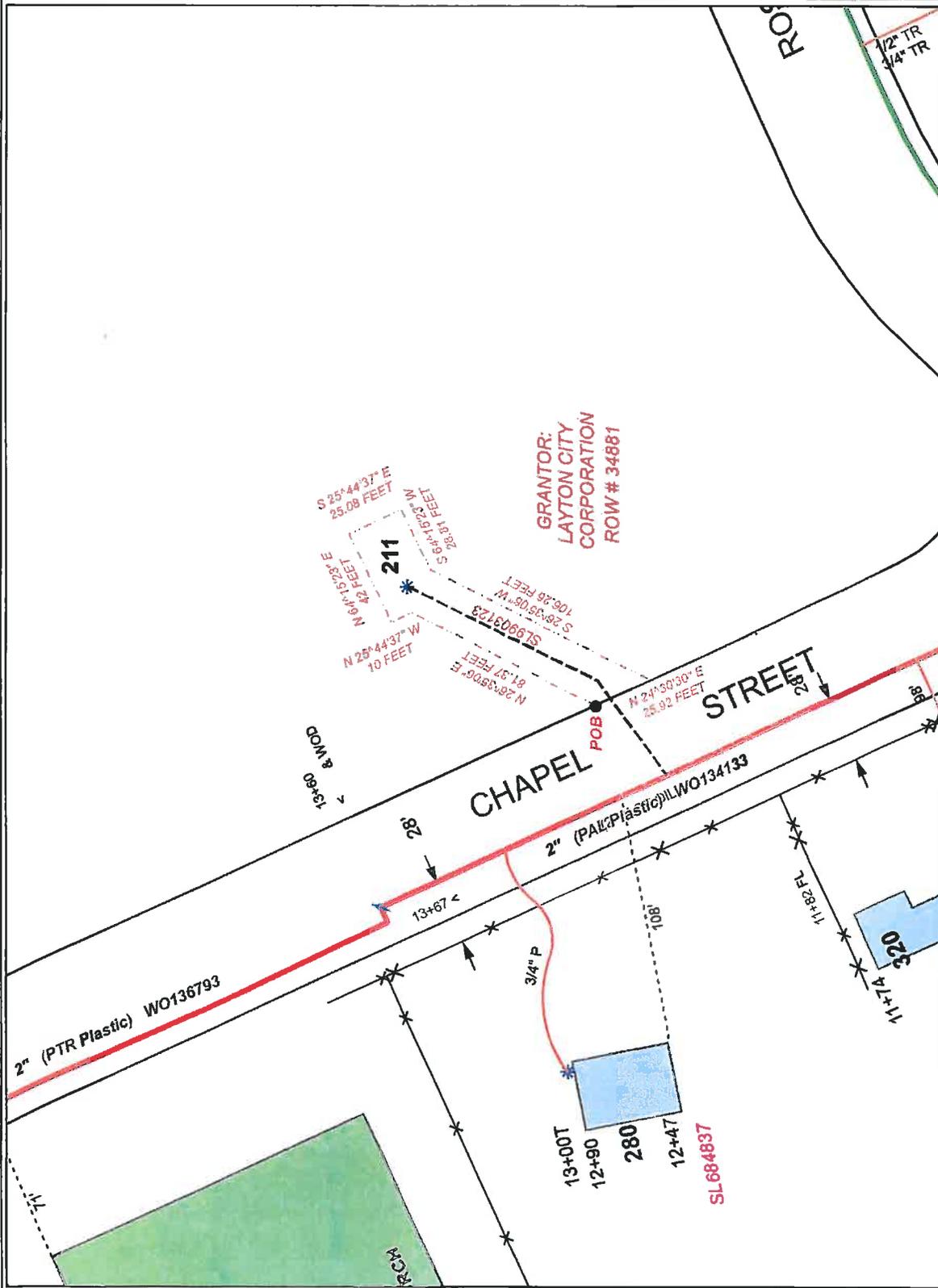
EXHIBIT "A"

ALL RIGHTS OF WAY TO BE 20' IN WIDTH WITH CENTER OF RIGHT-OF-WAY TO BE SAME AS THE PROPOSED GAS OR THE CENTERLINES AS SHOWN
 CAUTION: DO NOT INSTALL IHP GAS CLOSER THEN 10' TO ANY STRUCTURE

NOTES:

AN PERIMETER DESCRIPTION OF A QUESTAR GAS RIGHT OF WAY LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
 BEGINNING AT A POINT ON THE EASTERLY LINE OF CHAPEL STREET, SAID POINT BEING 811.18 FEET SOUTH, AND 145.2 FEET WEST, AND 451.08 FEET SOUTH 25°40'00" EAST, FROM THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;
 THENCE NORTH 26°35'06" EAST 81.37 FEET, THENCE NORTH 25°44'37" WEST 10 FEET, THENCE NORTH 64°15'23" EAST 42 FEET, THENCE SOUTH 25°44'37" EAST 25.08 FEET, THENCE SOUTH 64°15'23" WEST 28.81 FEET, THENCE SOUTH 28°35'06" WEST 108.26 FEET, THENCE NORTH 24°30'30" EAST 25.92 FEET ALONG THE EASTERLY LINE OF CHAPEL STREET TO SAID POINT OF BEGINNING

RIGHT OF WAY LOCATED IN SEC 27 T 04N, R 01W SL.B&M UT# 34881
 GRANTOR: LAYTON CITY CORPORATION
 CITY/CO LAYTON/DAVIS CENTER OGD
 SUBPROJ UTOPIA SITE LA 022
 JOB LOCATION 241 CHAPEL STREET
 PROJECT CONTACT: MIKE DAVIS
 PHONE # 801-385-5808 CELL# 801-710-8623
SL 9903123
 DRAWN BY: DATE: 8/13/2013
 QUESTAR MAPPING # 801-324-3970



For planning purposes only. All locations approximate. Call 811 before digging.



QUESTAR
Gas

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
35251layton.cp;

Space above for County Recorder's use

PARCEL I.D.# 10-041-0007

RIGHT-OF-WAY AND EASEMENT GRANT

35251

LAYTON CITY

a municipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 18, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point on the Quarter Section line, said point is 950.98 feet along the said Quarter Section line North 0°23'50" East from the Center of Section 18, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence South 45°33'44" East 122.49 feet; thence North 45°44'15" East 187.13 feet to a point on the West line of State Street; thence along said West line North 44°15'45" West 20.0 feet to the South line of an existing Air Force easement; thence along South line of said easement South 45°44'15" West 167.58 feet; thence North 45°33'44" 114.62 feet; thence North 54°33'24" West 5.86 feet; thence South 0°23'50" West 26.36 feet to said point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect,

make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

EXHIBIT "A"

ALL RIGHTS OF WAY TO BE 20' IN WIDTH WITH CENTER OF RIGHT-OF-WAY TO BE SAME AS THE PROPOSED GAS OR THE CENTERLINES AS SHOWN

CAUTION: DO NOT INSTALL HP GAS CLOSER THEN 10' TO ANY STRUCTURE

NOTES:

AN PERIMETER DESCRIPTION OF A 20 FOOT QUESTAR GAS RIGHT OF WAY BEGINNING AT A POINT ON THE QUARTER SECTION LINE, SAID POINT IS 950.98 FEET ALONG THE SAID QUARTER SECTION LINE NORTH 0°23'50" EAST FROM THE CENTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 45°33'44" EAST 122.49 FEET, THENCE NORTH 45°44'15" EAST 187.13 FEET TO A POINT ON THE WEST LINE OF STATE STREET, THENCE ALONG SAID WEST LINE NORTH 44°15'45" WEST 20 FEET TO THE SOUTH LINE OF AN EXISTING AIR FORCE EASEMENT, THENCE ALONG SOUTH LINE OF SAID EASEMENT SOUTH 45°44'15" WEST 167.58 FEET, THENCE NORTH 45°33'44" 114.62 FEET, THENCE SOUTH 0°23'50" WEST 26.36 FEET TO SAID POINT OF BEGINNING

RIGHT OF WAY LOCATED IN SEC 18 T 04 N, R 01 W SL B&M UT# 35251 GRANTOR: LAYTON CITY

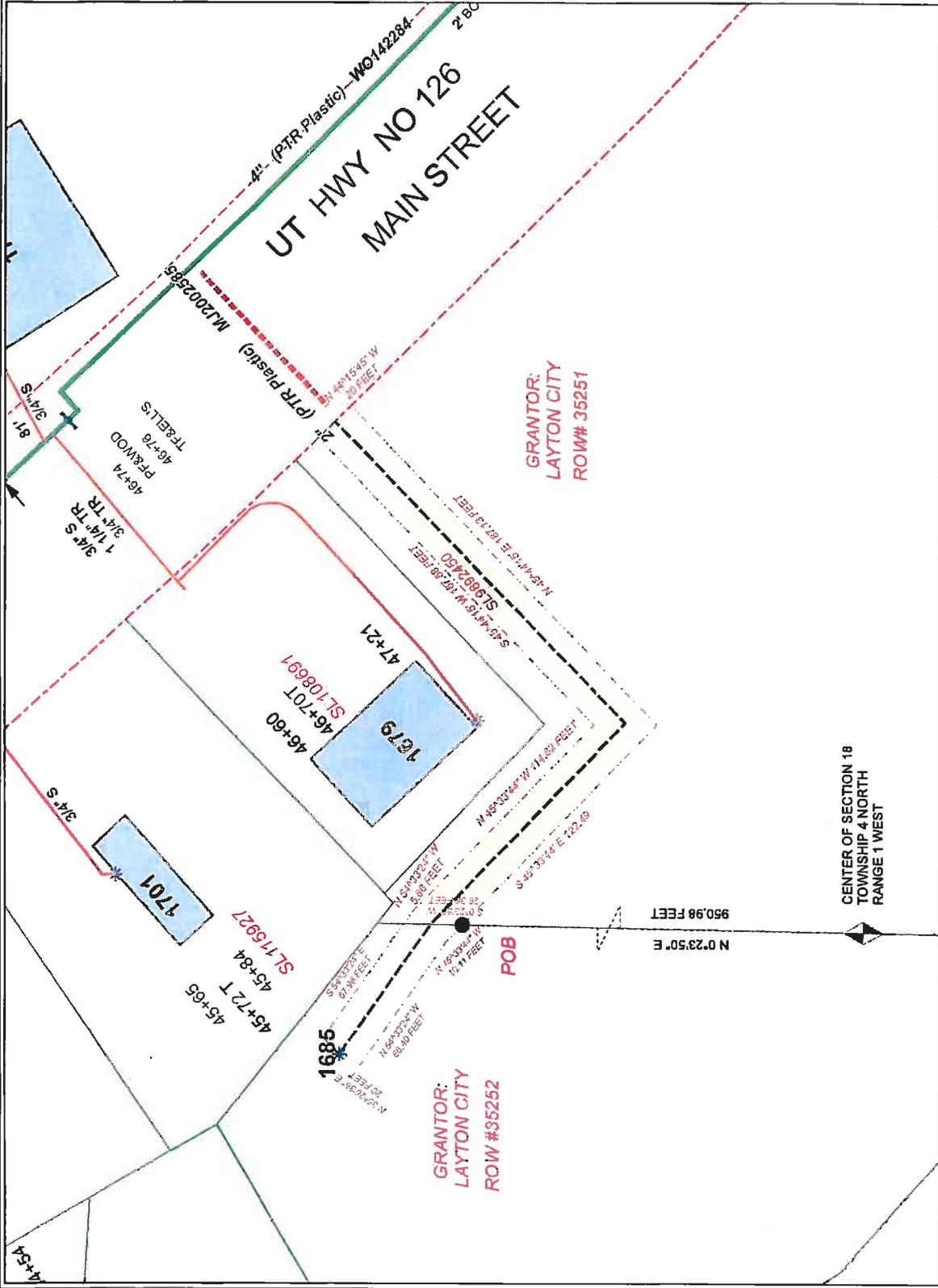
CITY/CO LAYTON CENTER OGD SUB/PROJ UTOPIA LAD07 JOB LOCATION 1885 MAIN STREET PROJECT CONTACT: MIKE DAVIS PHONE # 801-385-9808 CELL# 801-710-9823

SL 9892450

DRAWN BY: B. JOHNS DATE: 9/18/2013 QUESTAR MAPPING # 801-324-3570



For planning purposes only. All locations approximate. Call 811 before digging.



WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
35252layton.cp;

Space above for County Recorder's use
PARCEL I.D.# 10-041-0019

RIGHT-OF-WAY AND EASEMENT GRANT
35252

LAYTON CITY

a corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 18, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point on the Quarter Section line, said point is 950.98 feet along the said Quarter Section line North 0°23'50" East from the Center of Section 18, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence North 45°33'44" West 10.11 feet; thence North 54°33'24" West 66.40 feet; thence North 35°26'36" East 20.0 feet; thence South 54°33'24" East 62.12 feet; thence South 0°23'50" East 26.36 feet to said point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction,

maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

EXHIBIT "A"

ALL RIGHTS OF WAY TO BE 20' IN WIDTH WITH CENTER OF RIGHT-OF-WAY TO BE SAME AS THE PROPOSED GAS OR THE CENTERLINES AS SHOWN

CAUTION: DO NOT INSTALL IHP GAS CLOSER THEN 10' TO ANY STRUCTURE

NOTES:

AN PERIMETER DESCRIPTION OF A 20 FOOT QUESTAR GAS RIGHT OF WAY BEGINNING AT A POINT ON THE QUARTER SECTION LINE, SAID POINT IS 950.98 FEET ALONG THE SAID QUARTER SECTION LINE NORTH 0°23'50" EAST FROM THE CENTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 45°33'44" WEST 10.11 FEET; THENCE NORTH 54°33'24" WEST 66.40 FEET; THENCE NORTH 36°26'36" EAST 20 FEET; THENCE SOUTH 54°33'24" EAST 62.12 FEET; THENCE SOUTH 0°23'50" EAST 26.36 FEET TO SAID POINT OF BEGINNING

RIGHT OF WAY LOCATED IN SEC 18 T 04 N, R 01 W S.L.B&M UT# 35252

GRANTOR: LAYTON CITY

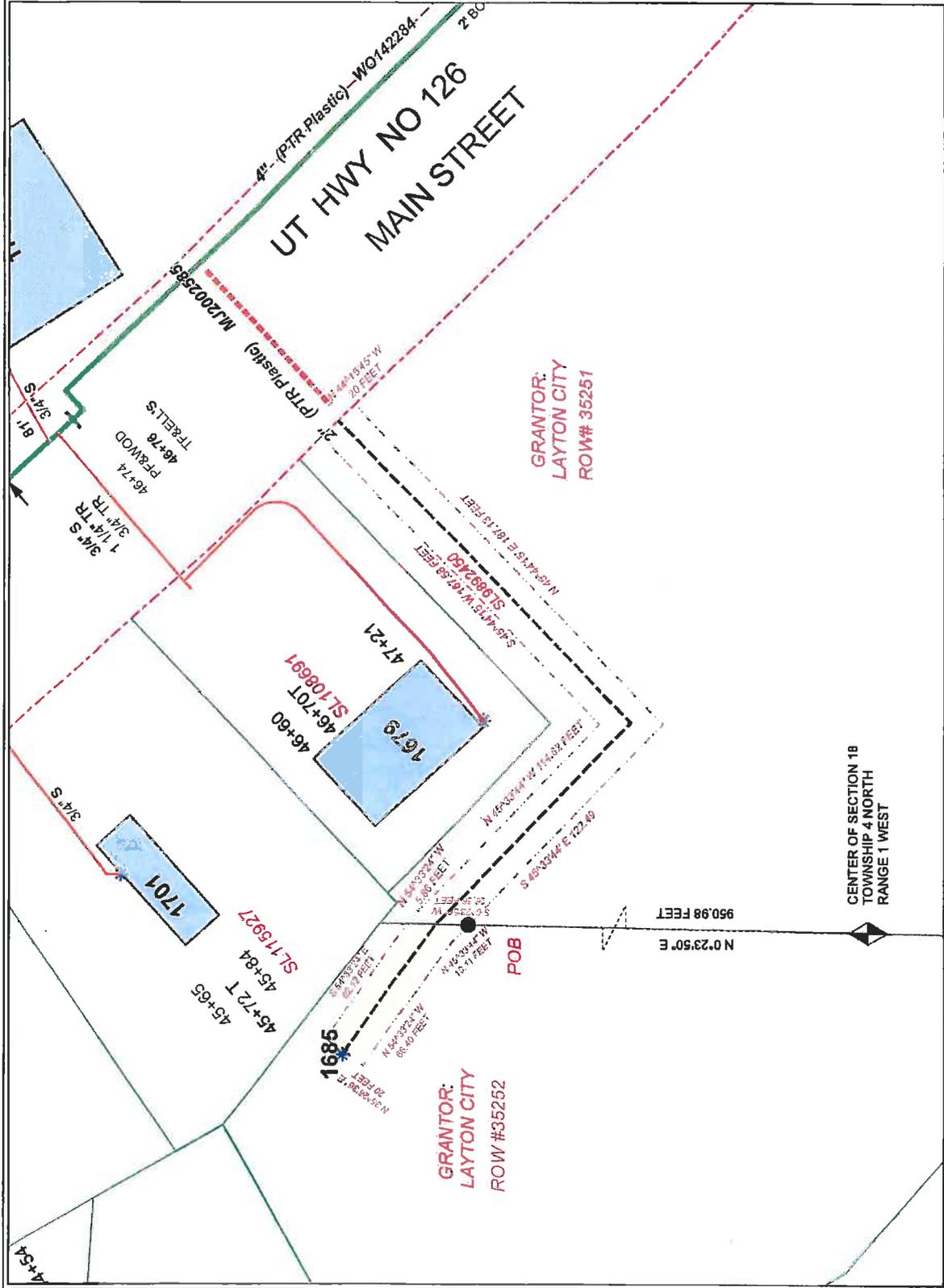
CITY/CO LAYTON CENTER OGD
SUBPROJ UTOPIA LAG07
JOB LOCATION 1685 MAIN STREET
PROJECT CONTACT: MIKE DAVIS
PHONE # 801-385-6808 CELL# 801-710-8823

SL 9892450

DRAWN BY: B JOHNS DATE: 9/19/2013
QUESTAR MAPPING # 801-324-3970



For planning purposes only.
All locations approximate.
Call 811 before digging.



WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
35616layton.cp; LA011

Space above for County Recorder's use
PARCEL I.D.# 10-004-0013

RIGHT-OF-WAY AND EASEMENT GRANT
35616

LAYTON CITY CORPORATION

a municipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 15, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point on the Section line between Section 15 and 22, said point being South 89°30'40" West 1295.99 feet along the Section line from the Southeast Corner of Section 15, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence South 00°36'39" West 97.89 feet; thence North 89°54'43" West 20.0 feet along the North line of Gordon Avenue; thence North 00°36'39" East 84.29 feet to the concrete pad of the Utopia site; thence along said concrete pad following 3 courses: South 89°41'04" East 5.23 feet; North 00°00'22" West 20.93 feet; North 89°30'08" West 5.0 feet; thence North 00°36'39" East 4.78 feet; thence South 89°54'43" East 20.0 feet; thence South 00°36'39" West 12.11 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect,

make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
35671layton.cp; LA003

Space above for County Recorder's use
PARCEL I.D.# 09-35-0020

RIGHT-OF-WAY AND EASEMENT GRANT

35671

LAYTON CITY CORPORATION

a municipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 8, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point located North 00°08'00" East 464.27 feet and East 1146.37 feet from the Center of Section 8, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence South 89°41'19" East 89.97 feet to the West right-of-way line of Hillfield Road (400 West); thence South 00°17'00" West 20.0 feet along said West right-of-way line; thence North 89°41'19" West 89.97 feet; thence North 00°17'00" East 20.0 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing

activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction,

maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

NOTES:

AN PERIMETER DESCRIPTION OF A PROPOSED 20' QUESTAR GAS RIGHT OF WAY (BASIS OF BEARING IS NORTH 00°08'00" EAST 2639.66 FEET FROM THE CENTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN).

BEGINNING AT A POINT LOCATED NORTH 00°08'00" EAST 464.27 FEET AND EAST 1146.37 FEET FROM THE CENTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 89°41'19" EAST 89.97 FEET TO THE WEST ROW LINE OF HILLFIELD ROAD (400 WEST); THENCE SOUTH 00°17'00" WEST 20 FEET ALONG SAID WEST ROW LINE; THENCE NORTH 89°41'19" WEST 89.97 FEET; THENCE NORTH 00°17'00" EAST 20 FEET TO THE POINT OF BEGINNING.

RIGHT OF WAY LOCATED IN SEC 08 T 04N, R 01W SLB&M UT# 35671 LAYTON CITY GRANTOR: CORPORATION

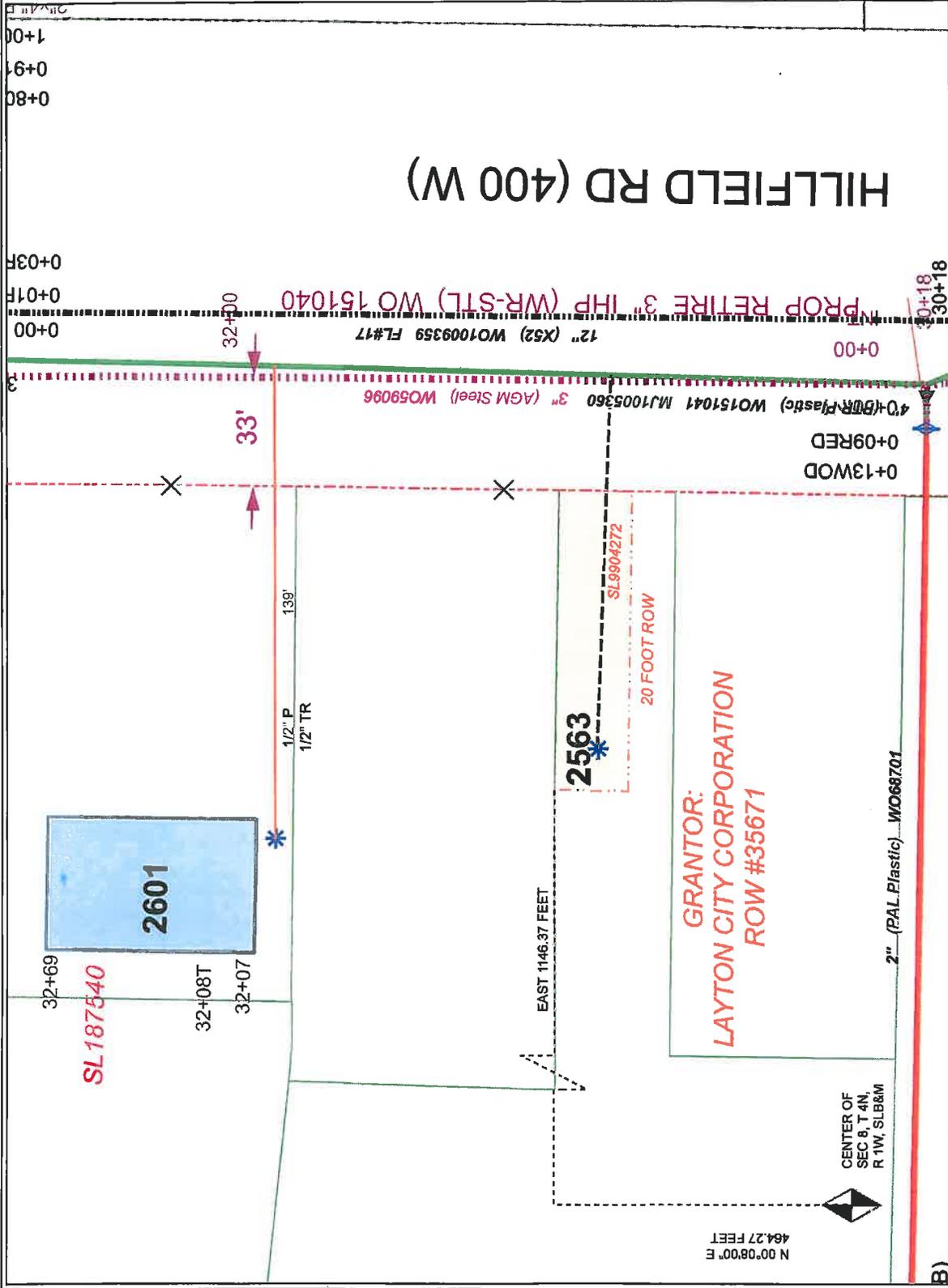
CITY/CO DAVIS CENTER OGD
SUBPROJ UTOPIALA003
JOB LOCATION 2600 NORTH HILLFIELD RD
PROJECT CONTACT MIKE DAVIS
PHONE # 801-395-8808 CELL# 801-710-9623

SL 9904272

DRAWN BY: B. JOHNS DATE: 11/7/2013
QUESTAR MAPPING # 801-324-3970



For planning purposes only.
All locations approximate.
Call 811 before digging.



QUESTAR

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

Item Number: 6.A.

Subject:

Development Agreement and Rezone Request – Christensen Energy Savers – R-1-10 (Single Family Residential) to M-1 (Light Manufacturing/Industrial) – Resolution 14-10 and Ordinance 14-03 – Approximately 201 East 2150 North

Background:

The land-locked property proposed for M-1 zoning contains .442 acres. The applicant, Energy Savers Insulation, LLC, would like to purchase the land-locked piece of property and combine it with the adjacent parcel to the west and south that is currently 2.31 acres and zoned M-1. If approved, this would create an M-1 zoned parcel of 2.75 acres that is squared off, and the .442 acres is no longer land locked and will have frontage onto 2150 North.

The property has R-1-10 zoning to the east, agricultural zoning to the north, and M-1 zoning to the west and south. An associated Development Agreement accompanies the rezone request to ensure the property is land use restricted due to the surrounding area and being located in the Accident Potential Zone (APZ) easement. The Development Agreement also includes requirements for a well-designed site with regards to architecture and landscaping.

The Land Use Element of the General Plan indicates that light manufacturing developments are appropriate in areas restricted for non-residential development due to the APZ easement.

Alternatives:

Alternatives to the First Motion: Alternatives are to: 1) Adopt Resolution 14-10 approving the Development Agreement; 2) Adopt Resolution 14-10 approving the Development Agreement with any amendments the Council deems appropriate; or 3) Not adopt Resolution 14-10 denying the Development Agreement.

Alternatives to the Second Motion: Alternatives are to 1) Adopt Ordinance 14-03 approving the rezone from R-1-10 to M-1 subject to meeting all Staff requirements as outlined in Staff memorandums; or 2) Not adopt Ordinance 14-03 denying the rezone request.

Recommendation:

On March 25, 2014, the Planning Commission voted unanimously to recommend the Council adopt Resolution 14-10 approving the Development Agreement and adopt Ordinance 14-03 approving the rezone from R-1-10 to M-1 subject to meeting all Staff requirements as outlined in Staff memorandums.

Staff supports the recommendation of the Planning Commission.

RESOLUTION 14-10

ADOPTING AN AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND REX T. AND AMY CHRISTENSEN AT 201 EAST 2150 NORTH

WHEREAS, Owner, Rex T. and Amy Christensen, (hereafter "Owner") desire to develop certain property located at approximately 201 East 2150 North (hereafter "Subject Area") in Layton City; and

WHEREAS, Owner and Layton City have entered into an agreement setting forth the responsibilities of both parties relative to various aspects of the development of the Subject Area to accommodate development with appropriate land uses, landscaping and architecture to enhance the general area; and

WHEREAS, the City Council has determined it to be in the best interest of the citizens of Layton City to enter into this agreement to ensure that the Subject Area will be developed according to the overall objectives and intent of the City's General Plan and the best interest of the City.

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

1. The agreement entitled "Agreement for the Development of Land between Layton City and Rex T. and Amy Christensen" is hereby adopted and approved.

2. The Mayor is authorized to execute the Agreement, which is attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED by the City Council of Layton, Utah, this _____ day of _____, 2014.

ATTEST:

ROBERT J STEVENSON, Mayor

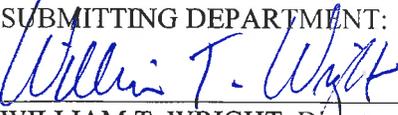
THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:



WILLIAM T. WRIGHT, Director
Community & Economic Development

**AGREEMENT FOR DEVELOPMENT OF LAND
BETWEEN LAYTON CITY AND REX T. AND AMY CHRISTENSEN
(Approximately 201 East 2150 North)**

THIS AGREEMENT for the development of land (hereinafter referred to as the "Agreement") is made and entered into this ___ day of _____, 2014, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and REX T. AND AMY CHRISTENSEN, (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 considered an application for a zone change from the present zoning of R-1-10 (Single Family Residential) to M-1 (Light Manufacturing), of certain property located at approximately 201 East 2150 North, in Layton City (hereinafter the "Subject Area"); and

WHEREAS, the Subject Area consists of approximately 0.44 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 in a manner consistent with Layton City's General Plan; and

WHEREAS, Parties desire to enter into this Agreement to provide for the rezoning 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 considered granting M-1 zoning approval on the Subject Area (as shown on Exhibit "A"), subject to Owner agreeing to certain limitations and undertakings described herein, which Agreement will further define and execute the objectives of the General Plan, specifically regarding surrounding property and will enable the City Council to consider the approval of such development at this time; and

WHEREAS, City believes 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 1, wherever in this Agreement:

1.1 "Owner's Property" shall mean that property owned or under bona fide option to purchase, by Owner.

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 "City's Undertakings" shall mean the obligations of the City set forth in Article III.

1.4 "Owner" shall mean REX T. AND AMY CHRISTENSEN. The principal mailing address for Owner is 2193 North Fort Lane, Layton, Utah, 84041. Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply to the Owner.

1.5 "Owner's Undertakings" shall have the meaning set forth in Article IV.

1.6 "Subject Area" shall have the meaning set forth in the Recitals hereto.

1.7 "Exhibit "A" shall have the meaning set forth in the Recitals hereto.

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 restrict the uses permitted under an M-1 zoning designation, to those listed herein.

ARTICLE III CITY'S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Section 2.2 and Article II, City shall amend the Zoning Ordinance and approve the rezone of the Subject Area from its present zoning of R-1-10 to M-1, with an effective date of no sooner than the effective date and adoption of this Agreement by the City Council. Any zoning amendment 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 make such a change at this time.

ARTICLE IV OWNER'S UNDERTAKINGS

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

4.1. Development on the property shall be limited to the following uses, which shall be properly approved as required under Layton City's Ordinance:

4.1.1. Uses allowed under the M-1 zoning designation as outlined in Tables 6-1 and 6-2 of the zoning ordinance. With this property being placed within the M-1 Zoning District, Owner agrees that not all uses allowed in that zone are compatible with this property. Therefore, development on the property shall be limited, in that the following uses shall not be permitted, or requested by the Owner:

- a. Open storage and sales of machinery and appliances;
- b. Junk yards;
- c. Fabricated textile products;

- d. Convenience Store;
- e. Amusement, commercial indoor;
- f. Amusement, limited commercial outdoor;
- g. Amusement, commercial outdoor;
- h. Car Wash;
- i. Trucking Terminal;
- j. Electric Power Plant;
- k. Electric Substation;
- l. Secondary Residential Unit;
- m. Charter School;
- n. Church/Temple/Rectory;
- o. Private Country Club;
- p. Sewage/Water Pumping Control Station;
- q. Water Treatment Plant;
- r. Theater, Outdoor/Indoor; and
- s. Restaurant.

4.1.2. Uses as restricted pursuant to the APZ Land Use Easement.

4.1.3. In the event of conflict between Table 6-1 and 6-2 and the APZ Land Use Easement, the more restrictive shall apply.

4.1.4. Owner agrees to limit development as stated above in 4.1.1, 4.1.2 and 4.1.3. If other uses are desired, Owner agrees to seek amendment of this Agreement before pursuing the development of those uses.

4.2. All development proposals on the property submitted to the City shall be coordinated with Hill Air Force Base (HAFB) for review and interpretation of the "APZ Land Use Easement" relative to the proposed development.

4.3. Owner agrees to abide by the regulations and requirements of the M-1 zoning designation, with the following exceptions:

4.3.1. The minimum landscape strip along 2150 North shall be at least 15' in width and the minimum landscape percentage for a development site shall be 10%;

4.3.2. Any off-street parking along the street frontage shall be screened by landscaping;

4.3.3. The maximum height of any building shall be 35 feet;

4.3.4. The roof of each main structure shall have a minimum pitch of 4":12" or a flat roof with an architecturally integrated parapet wall;

4.3.5. Exterior building design shall include masonry materials (brick, stucco, rock, etc.) on the front and side facades visible from a public street; and

4.3.6. For the purpose of buffering and site compatibility with surrounding development, projects may require additional landscaping and architectural integration. Landscaping percentages and buffer strips may be increased to ensure compatibility with adjacent properties.

4.4 Development of the subject area shall be subject to the property being combined with the 2.31 acre parcel (Tax ID#09-047-0047) contiguous to the west and south.

**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 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.

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 M-1 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 Extension by City. 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, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

6.4 Rights of Owner. In the event of a default by Owner's assignee, Owner may elect, in its discretion, to cure the default of such assignee; provided Owner's cure period shall be extended by thirty (30) days.

ARTICLE VII GENERAL PROVISIONS

7.1 Successors and Assigns of Owner. This Agreement shall be binding upon Owner and its successors and assigns, and where the term "Owner" is used in this Agreement it shall mean and include the successors and assigns of Owner, except that City shall have no obligation under this Agreement to any successor or assign of Owner not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Owner) of the Subject Area. Upon approval of any assignment by City, or in the event Owner assigns all or part of this Agreement to an assignee, Owner shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.

7.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Owner:	REX T. AND AMY CHRISTENSEN 2193 North Fort Lane Layton, Utah 84041
-----------	--

To City:	LAYTON CITY CORPORATION 437 North Wasatch Drive Layton, Utah 84041 Attn: Alex R. Jensen, City Manager 801-336-3800; 801-336-3811 (FAX)
----------	--

Upon at least ten (10) days' prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America

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, this Agreement may only terminate as follows:

- 7.8.1 If by Owner, said termination must be done prior to the completion of the project and Owner agrees to the reversion of the zoning classification to "R-1-10".
- 7.8.2 If by the City, said termination must be done prior to effective date of the ordinance which changes the zoning classification to "M-1".
- 7.8.3 By mutual agreement of the parties as long as said agreements are congruent to the General Plan and protective of the health, safety, and welfare of the citizenry.

Upon an Owner'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.

7.10 Applicable Regulations. Owner is vested in the applicable City zoning and development regulations in effect on the ___ day of _____, 2014.

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.

LAYTON CITY CORPORATION,

Robert J Stevenson, Mayor

ATTEST:

Thieda Wellman, City Recorder

APPROVED AS TO FORM:



GARY CRANE, City Attorney

REX T. CHRISTENSEN

Signed by

Rex T. Christensen, Owner

Subscribed and sworn to me this _____ day of _____, 2014.

Notary

AMY CHRISTENSEN

Signed by

Amy Christensen, Owner

Subscribed and sworn to me this _____ day of _____, 2014.

Notary

EXHIBIT "A"

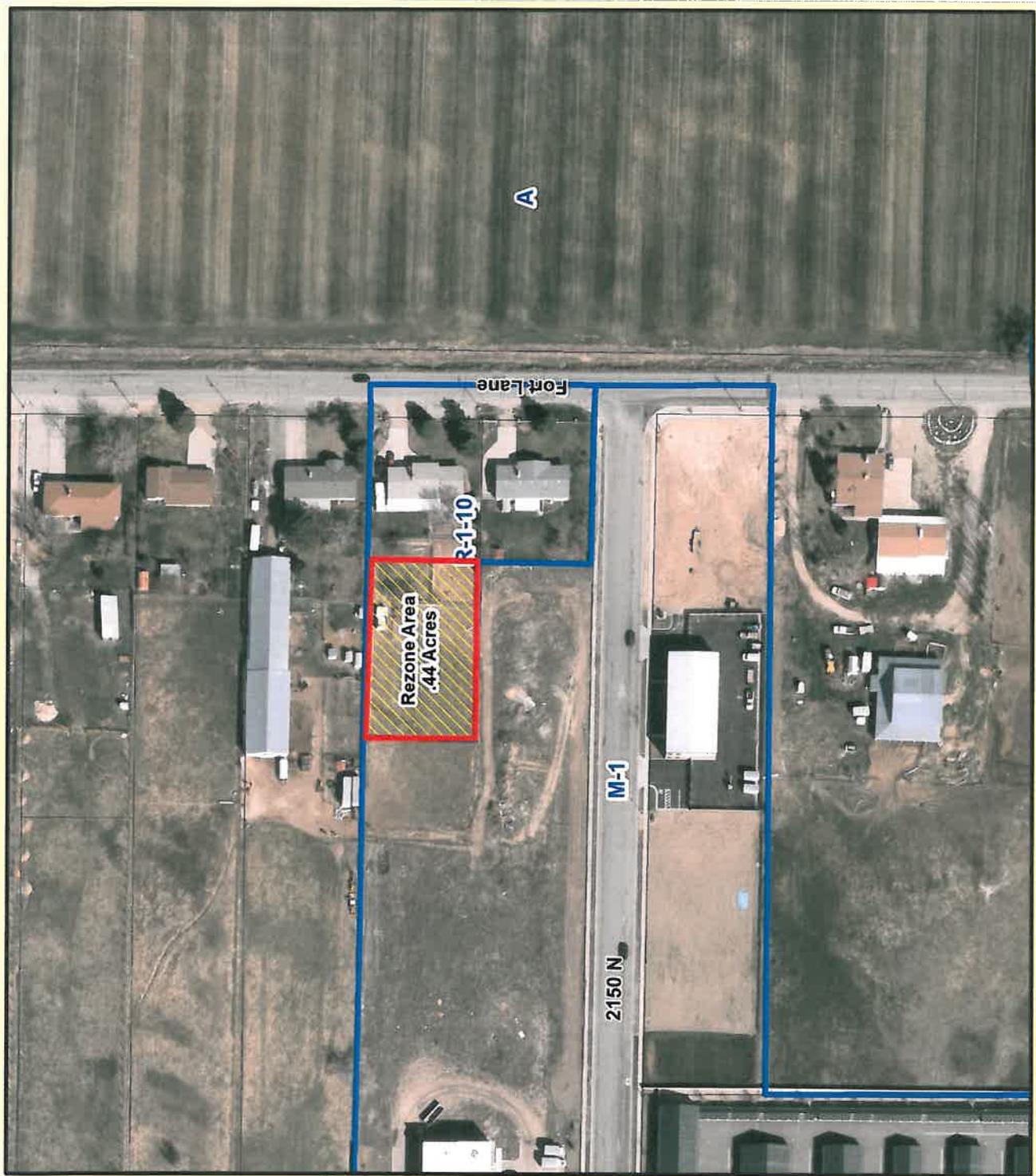


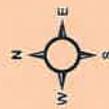
EXHIBIT "A"

Christensen
Development
Agreement
and Rezone

R-1-10 to M-1

201 East
2150 North

- LEGEND**
- Layton City Boundary
 - Zoning
 - Property
 - Lakes
 - Streams



1 inch = 129.17 feet



ORDINANCE 14-03
(Christensen/Energy Savers Rezone)

AN ORDINANCE AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING CLASSIFICATION OF THE HEREINAFTER DESCRIBED PROPERTY, LOCATED AT APPROXIMATELY 201 EAST 2150 NORTH FROM R-1-10 (SINGLE FAMILY RESIDENTIAL) TO M-1 (LIGHT MANUFACTURING/INDUSTRIAL) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has been petitioned for a change in the zoning classification for the property described herein below; and

WHEREAS, the Planning Commission has reviewed the petition and has recommended that the petition to rezone said property from R-1-10 to M-1 be approved with a development agreement, which provides for development of the rezone area in a manner consistent with the General Plan; and

WHEREAS, the City Council has reviewed the Planning Commission's recommendation and has received pertinent information in the public hearing regarding the proposal; and

WHEREAS, at the conclusion of the public hearing and upon making the necessary reviews, the City Council has determined that this amendment is rationally based, is reasonable, is consistent with the intent of the City's General Plan, which is in furtherance of the general health, safety, and welfare of the citizenry.

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

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

SECTION II: Enactment. The zoning ordinance is hereby amended by changing the zone classification of the following property from R-1-10 (Single Family Residential) to M-1 (Light Manufacturing/Industrial).

A PART OF THE SW 1/4 OF SEC-9-4N-1W; SLM BEG AT A PT WH IS N 0°05'30" E ALG THE SEC LN 918.42 FT & N 89°54'30" W 166.53 FT & N 89°18' W 140.0 FT FR THE S 1/4 COR OF SD SEC 9, & RUN TH N 0°17' W 110.0 FT; TH N 89°18' W 175 FT; TH S 0°17' E 110.0 FT; TH S 89°18' E 175.0 FT TO THE POB.

CONTAINS 0.44 ACRES.

SECTION III: Update of Official Zoning Map. The Official Layton City Zoning Map is hereby amended to reflect the adoption of this ordinance.

SECTION IV: 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 the said ordinance.

SECTION V: Effective date. This ordinance shall go into effect at the expiration of the 20th day after publication or posting or the 30th day after final passage as noted below or whichever of said days is more remote from the date of passage thereof.

PASSED AND ADOPTED by the City Council of Layton, Utah, this _____ day of _____, 2014.

By: _____
ROBERT J STEVENSON, Mayor

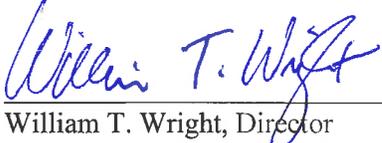
ATTEST:

By: _____
THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:


Fo _____
GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:



William T. Wright, Director
Community & Economic Development



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

Staff Report

To: City Council

From: Kem Weaver, Planner II

A handwritten signature in black ink, appearing to read "Kem Weaver", written over a horizontal line.

Date: April 17, 2014

Re: Development Agreement and Rezone Request – R-1-10 (Single Family Residential) to M-1 (Light Manufacturing/Industrial) – Resolution 14-10 and Ordinance 14-03

Location:	Approximately 201 East 2150 North
Current Zoning:	R-1-10 (Single Family Residential)
Proposed Zoning:	M-1 (Light Manufacturing/Industrial)
Current Minimum Lot Size:	R-1-10 (Single Family Residential – 10,000 square feet)
Proposed Minimum Lot Size:	M-1 (Light Manufacturing/Industrial) – No minimum area requirement

Description:

The property proposed for M-1 zoning is .442 acres located on the north side of 2150 North as a land-locked parcel. The property has R-1-10 zoning to the east, agricultural zoning to the north, and M-1 zoning to the west and south.

Background:

The property proposed for M-1 zoning is a vacant land-locked parcel. The applicant, Energy Savers Insulation, LLC, is proposing to purchase the .442 acre parcel and to combine it with the adjacent larger M-1 parcel. By combining the two parcels, the larger parcel will become 2.754 acres that is squared off and easier to develop in the future with an office warehouse type building.

The Land Use Element of the General Plan indicates that light manufacturing developments are appropriate in this area due to the land use restriction of the Accident Potential Zone (APZ) easement. The APZ easement does not allow for vacant properties to be developed for residential uses. Light manufacturing uses can be accommodated within the APZ easement if those uses do not employ a high concentration of people. All proposed land

uses in the APZ easement area need to be reviewed by Hill Air Force Base before they can be approved.

In association with the rezone, City Staff is requiring a Development Agreement. The section entitled "Owner's Undertakings" of the agreement will ensure that the site is developed with a layout and design that will be compatible with the surrounding light manufacturing and residential development. The Development Agreement includes similar development requirements as the original Development Agreement for the surrounding M-1 property.

Staff Recommendation:

Staff recommends approval of the Development Agreement and rezone request from R-1-10 to M-1 subject to meeting all Staff requirements as outlined in Staff memorandums.

Engineering D.R.

Planning [Signature]

Fire [Signature]

Planning Commission Action: On March 25, 2014, the Planning Commission voted unanimously to recommend the Council grant approval of the rezone request from R-1-10 to M-1 subject to the approval of the Development Agreement.

The Planning Commission asked for public comment. No public comment was given.



Memorandum

To: Planning Commission
From: Scott Carter, Parks Planner
Date: March 17, 2014
Re: Christensen/Energy Savers Rezone, R-1-10 to M-1 – 201 East 2150 North

The proposed Christensen/Energy Savers Rezone does not impact the Parks & Recreation Department.

Recommendation

Parks & Recreation supports approval of the Christensen/Energy Savers Rezone located at 201 East 2150 North.



Mayor • Bob J Stevenson
City Manager • Alex R. Jensen
Assf. City Manager • James S. Mason

• Fire Department •
Kevin Ward • Fire Chief
Telephone: (801) 336-3940
Fax: (801) 546-0901

MEMORANDUM

TO: Community Development, Attention: Julie Matthews

FROM: Douglas K. Bitton, Fire Prevention Specialist 

RE: Christensen Energy Savers @ 201 East 2150 North

CC: 1) Rex Christensen, 2193 North Fort Lane, Layton UT 84041
2) Chris@utahenergysavers.com
3) Engineering

DATE: March 11, 2014

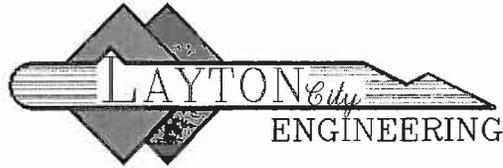
I have reviewed the petition for rezone received on March 5, 2014 for the above referenced project. The Fire Department, with regards to the rezone, does not have any comments at this time. However, our concerns include but are not limited to the following:

1. Provide to this department a description of use of type of business and potential storage arrangements within this building. Include the type of material and height of all commodities stored. Identify any manufacturing processes.
2. This building is equipped with an existing fire sprinkler and fire alarm system. Ensure that annual inspection tags are current. The design of this fire sprinkler system has limitations of the height of storage arrangement and the commodities. It shall be required that an inspection be done by the fire department prior to occupancy use of the building.

These plans have been reviewed for Fire Department requirements only. Other departments may review these plans and will have their requirements. This review by the Fire Department must not be construed as final approval from Layton City.

DB\Christensen Energy Savers RZ:kn
Plan # S14-028, District # 10 Project Tracker: # LAY 1403051431





MEMORANDUM

TO: Rex Christensen
Chris, chris@utahenergysavers.com

CC: COMMUNITY DEVELOPMENT & FIRE DEPARTMENT

FROM: Debi Richards, Assistant City Engineer

DATE: March 11, 2014

**SUBJECT: CHRISTENSEN/ENERGY SAVERS REZONE
201 EAST 2150 NORTH**

I have reviewed the Petition for Amending the Zoning Ordinance for a .44 acre parcel (tax id. 09-047-0047) located north of 201 East 2150 North. The applicant is requesting a rezone change from R-1-10 to M-1. The engineering department has no comments or concerns regarding the approval of the rezone application. A site plan for development must be submitted for review and approval prior to a building permit being issued for this parcel.

The following utility information is provided for informational purposes.

Street – There is currently no access to this lot.

Storm Drain – The closest public storm drain is approximately 620 feet west of this parcel in 2150 North.

CITY COUNCIL

April 17, 2014

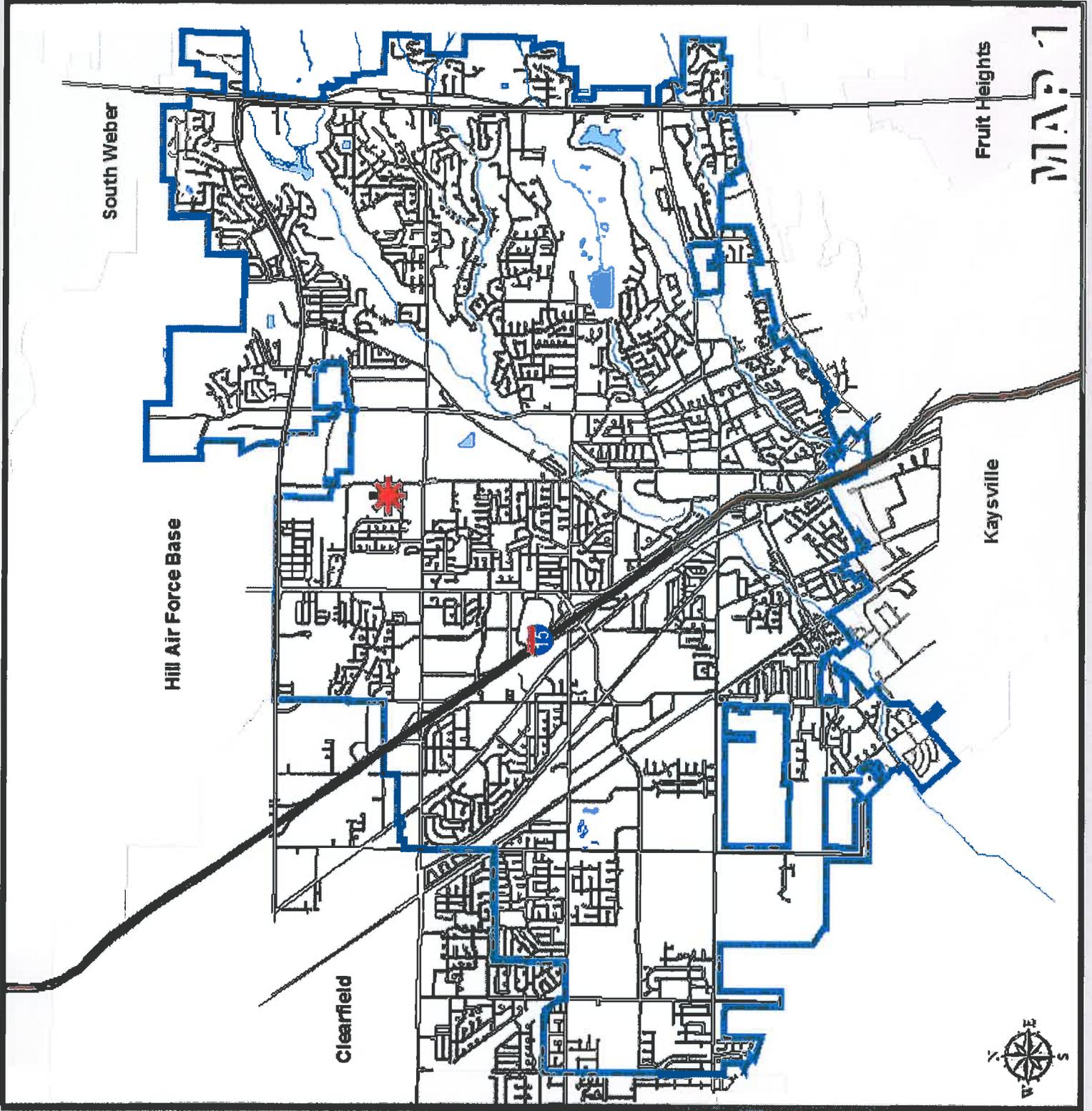
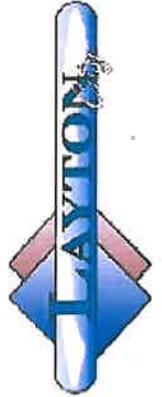
Christensen
Energy Savers

Rezone
R-1-10 to M-1

Legend

-  City Boundary
-  Interstate 15
-  Highways
-  Lakes
-  Streams

 - Project Site



CITY COUNCIL

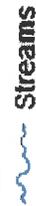
April 17, 2014

Christensen
Energy Savers

Rezone
R-1-10 to M-1

Legend

Centerlines



1 inch = 108 feet

