


All agenda items in this packet are preliminary, until approved by the Layton City Council.

**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 public meeting in the Council Chambers of the City Center Building, 437 North Wasatch Drive, Layton, Utah, commencing at **7:00 PM on December 21, 2023.**

**AGENDA ITEMS:**

1. **CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION, APPROVAL OF MINUTES:**
2. **MUNICIPAL EVENT ANNOUNCEMENTS:**
3. **VERBAL PETITIONS AND PRESENTATIONS:**
4. **CITIZEN COMMENTS:**
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. Authorize the Acceptance of a Land Lease Agreement Between Layton City and Cellco Partnership d/b/a Verizon Wireless — Resolution 23-55
   B. Adopt and Approve a Real Estate Purchase Agreement Between Wasatch Integrated Waste Management District and Layton City for the Purchase of Property for a Business Park – Resolution 23-58
   C. Appoint a Member to the Administrative Control Board of the Wasatch Integrated Waste Management District – Resolution 23-56
   D. Appoint a Member to the North Davis Sewer District Board of Trustees – Resolution 23-57
6. **PUBLIC HEARINGS:**
   A. Rezone Request – Amber Fields 2023, LLC – A (Agriculture) to R-1-10 (Single Family Residential) – Ordinance 23-26 – Approximately 250 North 1550 West
7. **UNFINISHED BUSINESS:**

**ADJOURN:**

Notice is hereby given that:

- A Redevelopment Agency (RDA) Meeting will be held at 5:30 PM. A Work Meeting will be held at 5:30 PM to discuss miscellaneous matters.
- This meeting will also be live streamed via laytoncitylive.com and facebook.com/Laytoncity
- 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. Elected Officials at remote locations may be connected to the meeting electronically.
- 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:** _____
**Kimberly S Read, 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 Jamie Senninger at 437 North Wasatch Drive, Layton, Utah 84041, 801.336.3826 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:** 5.A.

**Subject:**
Authorize the Acceptance of a Land Lease Agreement Between Layton City and Cellco Partnership d/b/a Verizon Wireless — Resolution 23-55

**Background:**
Cellco Partnership, d/b/a Verizon Wireless (Verizon) desires to enter into a Land Lease Agreement with Layton City to lease certain real property for its telecommunications equipment. The equipment is to be located at the Public Works Shop, 1925 North Fort Lane.

**Alternatives:**
Alternatives are to: 1) Adopt Resolution 23-55 Authorizing the Acceptance of a Land Lease Agreement Between Layton City and Cellco Partnership d/b/a Verizon Wireless; 2) Adopt Resolution 23-55 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 23-55 and remand to Staff with directions.

**Recommendation:**
Staff recommends the Council adopt Resolution 23-55 Authorizing the Acceptance of a Land Lease Agreement Between Layton City and Cellco Partnership d/b/a Verizon Wireless and authorize the Mayor to sign the necessary documents.

**RESOLUTION 23-55**

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A LAND LEASE AGREEMENT BETWEEN LAYTON CITY AND CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS**

**WHEREAS,** Cellco Partnership, d/b/a Verizon Wireless (Verizon) desires to enter into a Land Lease Agreement (Lease Agreement) with Layton City to lease certain real property for its telecommunication equipment; and

**WHEREAS,** the equipment is to be located at the Public Works Shop, 1925 North Fort Lane; and

**WHEREAS,** the Council desires to authorize the acceptance and execution of the Lease Agreement consistent with this Resolution; and

**WHEREAS,** the City Council determines it to be in the best interest of the City and its citizens to accept the Lease Agreement at the location indicated.

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

1. That the Lease Agreement between Layton City, Utah and Cellco Partnership, d/b/a Verizon Wireless, which is attached hereto and incorporated herein by this reference, be adopted and approved, contingent upon the receipt of all permits and approvals required by the City, including, but not limited to, a Conditional Use approval.

2. That the Mayor be authorized to execute the Land Lease Agreement.

**PASSED AND ADOPTED** by the City Council of Layton, Utah, this ____ **day of December, 2023**.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED TO FORM:

CLINTON R. DRAKE, City Attorney

DOCUMENT WAS
RECEIVED FROM
OUTSIDE SOURCE



**LAND LEASE AGREEMENT**

This Land Lease Agreement (the "Agreement") is made by and between Layton City Corporation, with a mailing address of 437 North Wasatch Drive, Layton, Utah 84041 ("LESSOR"), and Cellco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. LESSOR hereby grants to LESSEE the right to install, maintain, replace, add and operate communications equipment ("Use") upon a portion of that real property owned, leased or controlled by LESSOR located at 1925 North Fort Lane, Layton, County of Davis, State of Utah 84041 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is approximately 398 square feet, and is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the earlier of: (i) the first day of the month after LESSEE begins installation of LESSEE's communications equipment at the Premises or (ii) December 1, 2024 (the "Commencement Date") and will be acknowledged by the Parties in writing, including electronic mail. At the expiration of the initial 5-year term, LESSOR shall have the right to terminate the agreement by providing LESSEE with written notice at least three (3) months prior to the then-current term or extension term.

3. EXTENSIONS. The initial term of this Agreement shall automatically be extended for 4 additional 5-year terms unless LESSEE gives LESSOR written notice of its intent to terminate at least three (3) months prior to the end of the then current extension term. The initial term and any extension terms shall be collectively referred to herein as the "Term."

4. RENTAL.

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of $24,000.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 437 N. Wasatch Drive, Layton, Utah 84041, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with Paragraph 19 below. The initial rental payment shall be delivered by LESSEE no later than 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) LESSEE's payment direction form. Rental shall accrue in accordance with this

Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

c. The annual rental for the second (2nd) year of the initial term and for each year thereafter, including any and all extension terms, shall be equal to 102% of the annual rental payable with respect to the immediately preceding year.

5. ACCESS/UTILITIES. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a ten-foot (10') wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services as deemed necessary or appropriate by LESSEE for the operation of its communications equipment. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises. Access to, and over the easement shall require 24 hour notice to the LESSOR with the exception of an emergency that requires immediate access.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Property is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add to or otherwise modify its communications equipment, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to LESSEE, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall only be required to obtain LESSOR consent for modifications that increase LESSEE's Premises. LESSOR shall respond in writing to any LESSEE consent request within 30 days of receipt or LESSOR's consent shall be deemed granted, provided, any material modifications to the Premises shall be memorialized by the Parties in writing. LESSOR is not entitled to a rent increase associated with any LESSEE modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional ground space included in the Premises. LESSEE is collocating on an existing tower structure located outside of the LESEE's Premises. An additional tower structure shall not be constructed on LESSEE's Premises unless authorized by LESSOR. If the tower structure used by LESSEE is removed, this Agreement shall terminate or the Parties shall negotiate for the relocation of a new tower structure.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory

soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein to the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) all claims of liability or loss from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE. LESSEE agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of $2,000,000.00 per occurrence for bodily injury and property damage and $4,000,000.00 in the annual aggregate. LESSOR shall be included as an additional insured as their interest may appear under this Agreement on the LESSEE's insurance policy. LESSEE shall maintain Workers Compensation Insurance are required by Utah law.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 23, a violation of Paragraph 26, or a violation of law, neither Party shall be liable to the other, or any of their

respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Management Center at (800) 264-6620 or to LESSOR at (801) 336-3800, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Within 90 days of the expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's Communications Equipment (including footings and foundations to a depth of 3' below grade) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

15. [Intentionally Deleted]

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

17. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

18. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

19. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 15 and notices permitted via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

| | |
|---|---|
| LESSOR: | Layton City Corporation<br>437 N. Wasatch Drive<br>Layton, Utah 84041 |
| LESSEE: | Cellco Partnership d/b/a Verizon Wireless<br>180 Washington Valley Road<br>Bedminster, New Jersey 07921<br>Attention: Network Real Estate |
| With a copy to: | Basking Ridge Mail Hub<br>Attn: Legal Intake<br>One Verizon Way<br>Basking Ridge, New Jersey 07920 |

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. [Intentionally Deleted]

21. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth

in this Paragraph 21 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

22. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice.

23. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

24. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

27. TAXES. If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. LESSEE shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

28. NON-DISCLOSURE. The Parties agree that this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure. Nothing in this paragraph shall be construed to exempt the parties from complying with the terms of the Government Records Access and Management Act.

29. [Intentionally Deleted]

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

**LESSOR: Layton City Corporation**

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

_____
KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

_____
CLINTON R. DRAKE, City Attorney

STATE Of UTAH )
:ss
COUNTY OF DAVIS )

On this ___ day of_____, 2023, personally appeared before me JOY PETRO, who being by me duly sworn did say that she is the Mayor of Layton City, a municipal corporation, and that the foregoing Land Lease Agreement was signed in behalf of said corporation and she acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC

**LESSEE: Cellco Partnership d/b/a Verizon Wireless**

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____ )
:ss
COUNTY OF _____ )

On this __ day of_____, 2023, personally appeared before me _____, who being by me duly sworn did say that they are the _____of Cellco Partnership, d/b/a Verizon Wireless, a _____corporation, and that the foregoing Land Lease Agreement was signed in behalf of said corporation and acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC

## EXHIBIT "A"
## PROPERTY DESCRIPTION

**VERIZON WIRELESS LEASE AREA EXPANSION DESCRIPTION:**
LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 89°18'00" WEST 668.79 FEET ALONG SECTION LINE AND SOUTH 582.38 FEET FROM THE NORTH QUARTER CORNER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 28°47'09" EAST 22.20 FEET; THENCE SOUTH 89°49'13" EAST 12.53 FEET TO AND EXISTING FENCE LINE; THENCE SOUTH 28°47'09" WEST 25.20 FEET ALONG AN EXISTING FENCE LINE TO A FENCE CORNER; THENCE SOUTH 63°23'16" EAST 4.00 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 28°47'09" WEST 3.15 FEET; THENCE NORTH 61°12'51" WEST 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 290 SQ. FT. OR 0.007 ACRES, MORE OR LESS, (AS DESCRIBED).

**VERIZON WIRELESS ACCESS EASEMENT DESCRIPTION:**
A 10 FOOT WIDE ACCESS EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT LOCATED NORTH 89°18'00" WEST 658.08 FEET ALONG SECTION LINE AND SOUTH 557.78 FEET FROM THE NORTH QUARTER CORNER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°49'13" EAST 13.75 FEET; THENCE SOUTH 62°19'25" EAST 11.76 FEET; THENCE NORTH 58°48'52" EAST 24.12 FEET; THENCE SOUTH 61°36'19" EAST 185.18 FEET; THENCE SOUTH 00°15'58" WEST 73.96 FEET; THENCE SOUTH 61°40'53" EAST 188.78 FEET; THENCE NORTH 89°20'23" EAST 251.39 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF FORT LANE (400 EAST) AND TERMINATING.

CONTAINS: 0.172 ACRES, MORE OR LESS, (AS DESCRIBED).

**VERIZON WIRELESS UTILITY EASEMENT DESCRIPTION:**
A 8 FOOT WIDE UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING UNDERGROUND UTILITIES, BEING 4 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

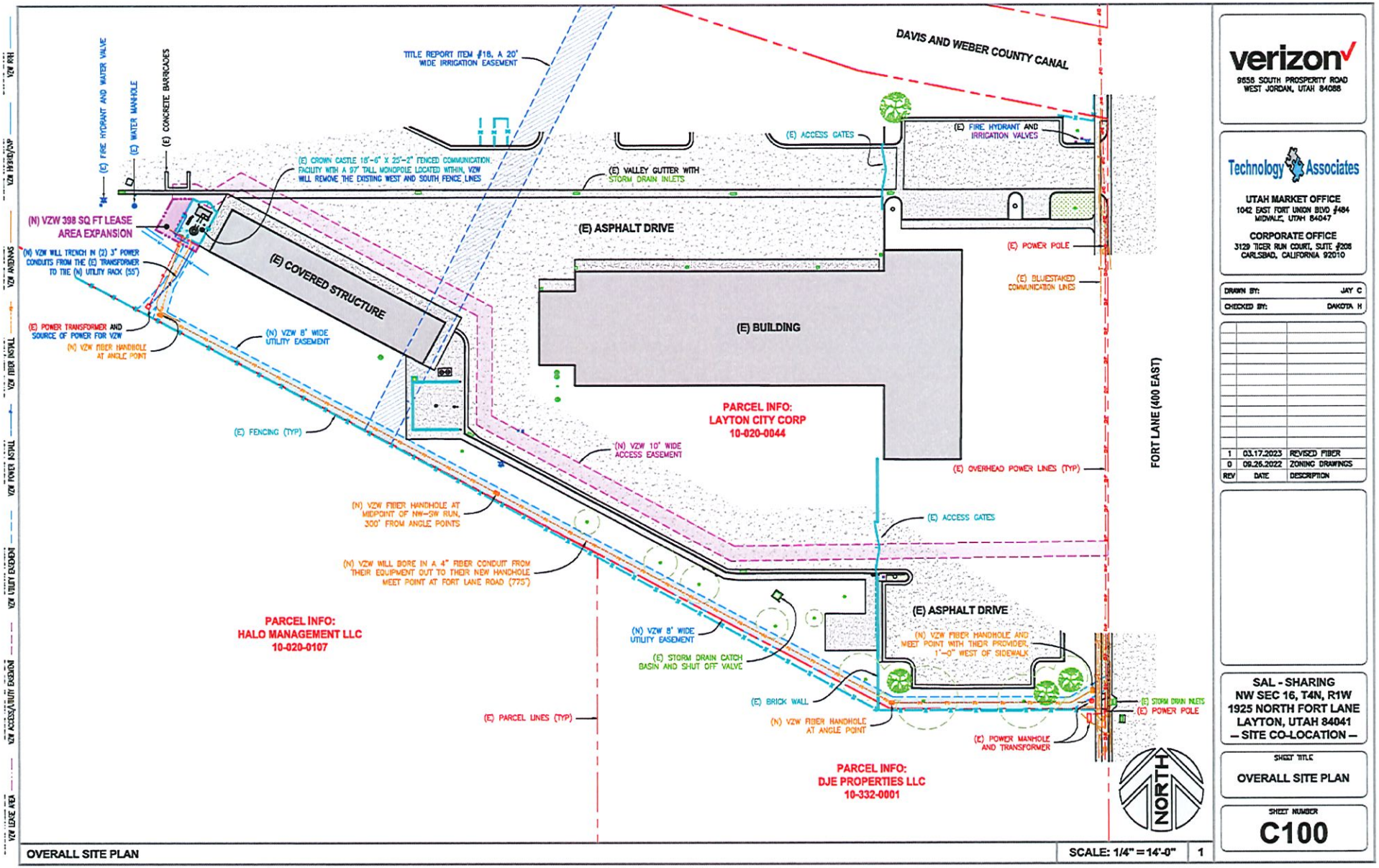
BEGINNING AT A POINT LOCATED ON AN EXISTING FENCE LINE, SAID POINT BEING LOCATED NORTH 89°18'00" WEST 654.12 FEET ALONG SECTION LINE AND SOUTH 586.66 FEET FROM THE NORTH QUARTER CORNER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 16°12'51" EAST 5.45 FEET; THENCE SOUTH 63°23'16" EAST 5.62 FEET; THENCE SOUTH 28°47'09" WEST 30.49 FEET; THENCE SOUTH 43°47'09" WEST 25.06 FEET; THENCE RETRACING PREVIOUS COURSE, NORTH 43°47'09" EAST 25.06 FEET; THENCE SOUTH 15°17'09" WEST 20.66 FEET; THENCE SOUTH 61°50'35" EAST 555.39 FEET; THENCE SOUTH 89°49'38" EAST 120.06 FEET; THENCE NORTH 60°10'22" EAST 28.59 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF FORT LANE (400 EAST) AND TERMINATING.

CONTAINS: 0.143 ACRES, MORE OR LESS, (AS DESCRIBED).

As of 9/19/2023

**EXHIBIT "B"**
**PREMISES DESCRIPTION**

*(See Attached)*




verizon
9655 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84088

Technology Associates
UTAH MARKET OFFICE
1042 EAST FORT UNION BLVD #484
MIDVALE, UTAH 84047
CORPORATE OFFICE
3129 TIGER RUN COURT, SUITE #206
CARLSBAD, CALIFORNIA 92010

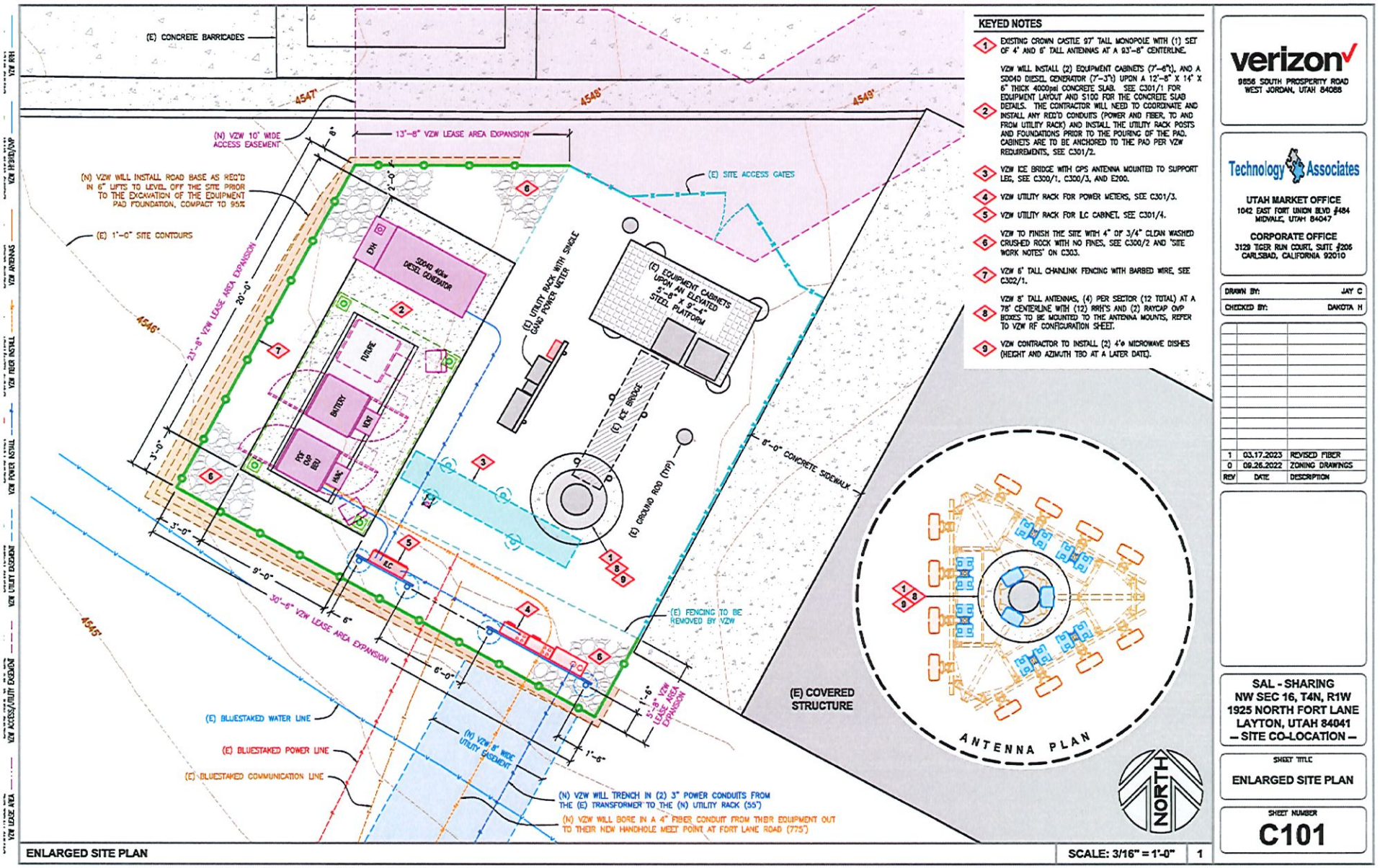
| | |
|---|---|
| DRAWN BY: | JAY C |
| CHECKED BY: | DAKOTA H |

| REV | DATE | DESCRIPTION |
|---|---|---|
| 1 | 03.17.2023 | REVISED FIBER |
| 0 | 09.26.2022 | ZONING DRAWINGS |

SAL - SHARING
NW SEC 16, T4N, R1W
1925 NORTH FORT LANE
LAYTON, UTAH 84041
– SITE CO-LOCATION –

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C100




**KEYED NOTES**

1. EXISTING CROWN CASTLE 97' TALL MONOPOLE WITH (1) SET OF 4' AND 6' TALL ANTENNAS AT A 93'-8" CENTERLINE.
2. VZW WILL INSTALL (2) EQUIPMENT CABINETS (7'-6"), AND A SD040 DIESEL GENERATOR (7'-3"±) UPON A 12'-8" X 14' X 6" THICK 4000psi CONCRETE SLAB. SEE C301/1 FOR EQUIPMENT LAYOUT AND S100 FOR THE CONCRETE SLAB DETAILS. THE CONTRACTOR WILL NEED TO COORDINATE AND INSTALL ANY REQ'D CONDUITS (POWER AND FIBER, TO AND FROM UTILITY RACK) AND INSTALL THE UTILITY RACK POSTS AND FOUNDATIONS PRIOR TO THE POURING OF THE PAD. CABINETS ARE TO BE ANCHORED TO THE PAD PER VZW REQUIREMENTS. SEE C301/2.
3. VZW ICE BRIDGE WITH GPS ANTENNA MOUNTED TO SUPPORT LEG, SEE C300/1, C300/3, AND E200.
4. VZW UTILITY RACK FOR POWER METERS, SEE C301/3.
5. VZW UTILITY RACK FOR LC CABINET. SEE C301/4.
6. VZW TO FINISH THE SITE WITH 4" OF 3/4" CLEAN WASHED CRUSHED ROCK WITH NO FINES, SEE C300/2 AND "SITE WORK NOTES" ON C303.
7. VZW 6' TALL CHAINLINK FENCING WITH BARBED WIRE, SEE C302/1.
8. VZW 8' TALL ANTENNAS, (4) PER SECTOR (12 TOTAL) AT A 78' CENTERLINE WITH (12) RRH'S AND (2) RAYCAP OVP BOXES TO BE MOUNTED TO THE ANTENNA MOUNTS, REFER TO VZW RF CONFIGURATION SHEET.
9. VZW CONTRACTOR TO INSTALL (2) 4'ø MICROWAVE DISHES (HEIGHT AND AZIMUTH TBD AT A LATER DATE).

verizon
9856 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84088

Technology Associates

UTAH MARKET OFFICE
1042 EAST FORT UNION BLVD #484
MIDVALE, UTAH 84047

CORPORATE OFFICE
3129 TIGER RUN COURT, SUITE #206
CARLSBAD, CALIFORNIA 92010

| | |
|---|---|
| DRAWN BY: | JAY C |
| CHECKED BY: | DAKOTA H |

| REV | DATE | DESCRIPTION |
|---|---|---|
| 1 | 03.17.2023 | REVISED FIBER |
| 0 | 09.26.2022 | ZONING DRAWINGS |

SAL - SHARING
NW SEC 16, T4N, R1W
1925 NORTH FORT LANE
LAYTON, UTAH 84041
– SITE CO-LOCATION –

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C101

ENLARGED SITE PLAN | SCALE: 3/16" = 1'-0" | 1

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

**Item Number:** 5.B.

**Subject:**
Adopt and Approve a Real Estate Purchase Agreement Between Wasatch Integrated Waste Management District and Layton City for the Purchase of Property for a Business Park – Resolution 23-58

**Background:**
Wasatch Integrated Waste Management District (District) owns and operates a nonhazardous municipal solid waste landfill on certain tracts of land located within and near Layton City. The District owns approximately 25 acres of land to the west of the landfill located within the area designated for the development of a business park. Layton City and the District entered into an Option to Purchase Agreement for the property on October 6, 2016. The City desires to purchase and develop the property under the terms and conditions in the Real Estate Purchase Agreement. It is deemed to be in the best interest of the Citizens of Layton to enter into the Real Estate Purchase Agreement with the District for the purchase of property for a business park.

**Alternatives:**
Alternatives are to: 1) Adopt Resolution 23-58 Adopting and Approving a Real Estate Purchase Agreement Between Wasatch Integrated Waste Management District and Layton City for the Purchase of Property for a Business Park; 2) Adopt Resolution 23-58 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 23-58 and remand to Staff with directions.

**Recommendation:**
Staff recommends the Council adopt Resolution 23-58 and authorize the Mayor to sign the necessary documents.

**RESOLUTION 23-58**

**A RESOLUTION ADOPTING AND APPROVING A REAL ESTATE PURCHASE AGREEMENT BETWEEN WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT AND LAYTON CITY FOR THE PURCHASE OF PROPERTY FOR A BUSINESS PARK**

**WHEREAS,** Wasatch Integrated Waste Management District (hereinafter "District") owns and operates a nonhazardous municipal solid waste landfill on certain tracts of land located within and near Layton City; and

**WHEREAS,** the District owns approximately 25 acres of land (hereinafter the "Property") to the west of the landfill located within the area designated for the development of a business park; and

**WHEREAS,** Layton City and the District entered into an Option to Purchase Agreement the Property on the 6th day of October, 2016; and

**WHEREAS,** the City desires to purchase and develop the Property as a business park; and

**WHEREAS,** the District is willing to sell the Property to the City for the terms and conditions in the Real Estate Purchase Agreement; and

**WHEREAS,** it is deemed to be in the best interest of the citizens of Layton City to enter into the Real Estate Purchase Agreement with the District for the purchase of Property for a business park.

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

1. That the agreement entitled Real Estate Purchase Agreement between Wasatch Integrated Waste Management District and Layton City, which is attached hereto and incorporated herein by this reference, be adopted and approved.

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

**PASSED AND ADOPTED by the City Council of Layton, Utah, this 21st day of December, 2023.**

_____
JOY PETRO, Mayor

ATTEST:

_____
KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

_____
CLINTON R. DRAKE, City Attorney

# REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made and entered into this ____ day of _____, 2023 between Wasatch Integrated Waste Management District, a special service district created pursuant to Utah law (the "District"), and the City of Layton, Davis County, State of Utah, a Utah political subdivision (the "City").

## RECITALS

A. The District owns and operates a nonhazardous municipal solid waste landfill (the "Landfill") on certain tracts of land located near the City.

B. The District owns approximately 25 acres of land (the "Properties") to the west of the Landfill located within the area designated for the development of a Business Park, more particularly described as follows:

> BEG AT THE NE COR OF SEC 4-T4N-R1W, SLM; TH S 00^08'30" W 543.09 FT ALG THE SEC LINE, M/L, TO MORISHITA PPTY (1544-87); TH N 89^41'10" W 985.07 FT (W BY RECORD); TH N 00^11'06" E 538.99 FT TO THE N LINE OF SEC 4; TH S 89^55'29" E 984.66 FT (E BY RECORD) ALG THE SEC LINE TO THE POB.
> Parcel 09-12-0031
> CONT. 12.55 ACRES
>
> and
>
> BEG AT A PT N 89^55'29" W 984.66 FT (WEST BY RECORD), ALG THE SEC LINE FR THE NE COR OF SEC 4-T4N-R1W, SLB&M; TH AS FOLLOWS: S 00^11'06" W 538.99 FT, M/L, TO RULON LOVE PPTY (797.599); TH N 89^41'10" W 992.41 FT (W BY RECORD), M/L, TO AN EXIST CHAIN LINK FENCE LINE (WH IS THE E LINE OF US GOVERNMENT PPTY - HAFB); TH N 00^11'06" E 534.85 FT ALG SD CHAIN LINK FENCE LINE TO THE SEC LINE; TH S 89^55'29" E 992.41 FT (E BY RECORD), ALG THE SEC LINE TO THE POB.
> Parcel 09-012-0032
> CONT. 11.95 ACRES

C. The City desires to purchase the properties pursuant to the Option to Purchase Agreement entered into between the District and the City dated the 6th day of October, 2016, which Agreement is attached hereto as Attachment A.

D. The District is willing to sell the Properties to the City on the terms and conditions set forth therein.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is acknowledged hereby, the parties agree as follows:

1. Land District Agrees to Sell. In consideration for the receipt of the Purchase Price set forth below, the District agrees that it will transfer the Properties by Special Warranty Deed (Attachment B) to the City. The Properties consist of two parcels of land described in Attachment A which is incorporated herein and attached hereto by this reference, and more particularly described as follows:

   BEG AT THE NE COR OF SEC 4-T4N-R1W, SLM; TH S 00^08'30" W 543.09 FT ALG THE SEC LINE, M/L, TO MORISHITA PPTY (1544-87); TH N 89^41'10" W 985.07 FT (W BY RECORD); TH N 00^11'06" E 538.99 FT TO THE N LINE OF SEC 4; TH S 89^55'29" E 984.66 FT (E BY RECORD) ALG THE SEC LINE TO THE POB.
   Parcels 09-12-0031
   CONT. 12.55 ACRES

   and

   BEG AT A PT N 89^55'29" W 984.66 FT (WEST BY RECORD), ALG THE SEC LINE FR THE NE COR OF SEC 4-T4N-R1W, SLB&M; TH AS FOLLOWS: S 00^11'06" W 538.99 FT, M/L, TO RULON LOVE PPTY (797.599); TH N 89^41'10" W 992.41 FT (W BY RECORD), M/L, TO AN EXIST CHAIN LINK FENCE LINE (WH IS THE E LINE OF US GOVERNMENT PPTY - HAFB); TH N 00^11'06" E 534.85 FT ALG SD CHAIN LINK FENCE LINE TO THE SEC LINE; TH S 89^55'29" E 992.41 FT (E BY RECORD), ALG THE SEC LINE TO THE POB.
   Parcel 09-012-0032
   CONT. 11.95 ACRES

2. Purchase Price. The City shall pay the District Two Million, Four Hundred and Fifty Dollars $2,450,000.00, for the Property.

3. Title Approval: City agrees to acquire, at City's option, an owner's standard title policy to City for the amount of sale with the usual exceptions, or an abstract

extending down to the date of the deed showing good marketable title in Seller. City shall have a reasonable time to examine the title report before delivery of the deed. Acceptance of the property shall be subject to the approval of the preliminary title report by both parties. City shall pay for the title insurance policy. The District makes no warranty or representation, express or implied, regarding the condition of title to the Property.

4. No Restrictions on Property. The District reserves no easements or restrictions on the Property. The City may use the Property for any lawful purpose it chooses.

5. Time for Exchange. The purchase contemplated by this Agreement shall occur no later than 30 days after the date this Agreement is executed.

6. Physical Condition. Except as provided herein, the City agrees to take the Property "as is, with respect to its physical condition without reliance upon any opinion or statement of the District. The District does not make any covenant or warranty regarding the condition of the soil or subsoil or any other condition of the Property, including the existence of hazardous materials in, on, about, under, or affecting the Property, or the fitness of the Property for any particular purpose. Regarding the existence of hazardous materials and fitness for any particular purpose, the District hereby acknowledges and agrees that there are no known defects or issues affecting the Property, except as has been disclosed to the City. The District agrees and acknowledges that it has a duty to disclose any known defects or issues affecting the Property regarding the existence of hazardous materials and fitness for any particular purpose that may adversely impact its value or pose a significant risk to

the City. "Known defects or issues" shall refer to any conditions affecting the property regarding the existence of hazardous materials and fitness for any particular purpose that are within the knowledge of the District, regardless of whether such knowledge is based on personal inspection, reports, studies, or other sources. The District represents that it has provided the City, and the City acknowledges that it has received what the District represents is all information the District has regarding any known defects or issues affecting the Property. In the event that the District fails to disclose a known defect or issue as required herein, the City may pursue all available remedies under applicable law or equity, including but not limited to, specific performance, rescission, or damages for any losses incurred as a result of the undisclosed known defect or issue. Except for as provided herein, the City expressly releases and indemnifies the District from any damage, cost, expense, claim, cause of action, or other liability of any kind in connection with the physical condition of the Property. City also expressly assumes the risk that any hazardous materials are, or may be located on the Property, and City, from and after closing, indemnifies and agrees to forever release and discharge, and waive all rights and claims to contribution from the District and the District's Administrative Control Board, officers, employees, and agents regarding any and all judgments, claims, expenses, causes of action, damages, or other liabilities directly or indirectly arising from the use, generation, storage, disposal, release or threatened release of hazardous materials on the Property. The terms and conditions of this paragraph shall not merge with the Deed and shall survive the closing and the delivery of the Deed and shall remain enforceable thereafter.

7. Waivers. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel, or otherwise.

8. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by either party. No subsequent amendment or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by each party.

9. Captions. The captions of the various paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Agreement or of any part of this Agreement

10. Partial Invalidity. If any term of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. Warranty of Authority. The individuals signing this Agreement for the District and for the City each warrants, by his signature, he has full authority to enter into this Agreement in behalf of the party for whom he signs.

12. Time of Essence. Time is of the essence in the performance of all covenants and

conditions in this Agreement for which time is a factor.

IN WITNESS WHEREOF, the District and the City have signed this Agreement as of the day and year first above written.

**WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT**

By:_____
NATHAN B. RICH, Executive Director

ATTEST:

_____
Secretary

STATE OF UTAH )
:ss
COUNTY OF _____

On this _____ day of_____, 20___, personally appeared before me NATHAN B. RICH, who being by me duly sworn did say that he is the Executive Director of Wasatch Integrated Waste Management District, a special services district, and that the foregoing Real Estate Purchase Contract was signed in behalf of said special services district and he acknowledged to me that said special services district executed the same.

_____
NOTARY PUBLIC

**CITY OF LAYTON, DAVIS COUNTY**
**STATE OF UTAH**

_____
JOY PETRO, Mayor

ATTEST:

_____
KIMBERLY S READ, Recorder

STATE OF UTAH )
: ss.
COUNTY OF DAVIS )

On this _____ day of _____, 20___, personally appeared before me JOY PETRO, who duly acknowledged to me that she is the MAYOR of LAYTON CITY, and that the document was signed by her in behalf of said corporation, and JOY PETRO acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC

APPROVED TO FORM:

_____
CLINTON R. DRAKE, City Attorney

# ATTACHMENT A
Option to Purchase Agreement

**OPTION AGREEMENT**

THIS OPTION AGREEMENT ("Agreement") made and entered into this 6th day of October, 2016, by and between Wasatch Integrated Waste Management District, whose principal address is PO Box 900, Layton, Utah 84041-0900, hereinafter referred to as "Seller," and Layton City Corporation, whose principal address is 437 North Wasatch Drive, Layton, Utah 84041, hereinafter referred to as "Purchaser":

**WITNESSETH:**

WHEREAS, Seller is the fee simple owner of certain real property being, lying, and situated in the County of Davis, State of Utah, such real property having the approximate street address of 3900 North Fairfield Road, Layton, Utah 84041 ("Premises") and such property being more particularly described as follows:

Parcels 09-012-0031 and 09-012-0032

Contains approximately 25 Acres

and,

WHEREAS, Purchaser desires to procure an option to purchase the Premises upon the terms and provisions as hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto and for the mutual covenants contained herein, Seller and Purchaser hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms shall have the following meanings:

a. **"Execution Date"** shall mean the day upon which the last party to this Agreement shall duly execute this Agreement.

b. **"Option Term"** shall mean that period of time commencing on the Execution Date and ending on or before the earlier of (i) November 30, 2026, (ii) the development of the Premises by the Seller, as evidenced by a land use, subdivision, entitlement, or similar governmental application made by Purchaser or the receipt by Purchaser of building permit(s) for the development of the Premises; or (iii) the date Purchaser fails to exercise the Option pursuant to the requirements of Section 6 below.

d. **"Option Exercise Date"** shall mean that date, within the Option Term, upon which the Purchaser shall send its written notice to Seller exercising its Option to Purchase;

e. **"Closing Date"** shall mean the last day of the closing term or such other date during the closing term selected by Purchaser.

2. **Grant of option.** For mutually agreed upon consideration, the amount and adequacy thereof, being expressly acknowledged and agreed upon by the parties, Sellers hereby

grant to Purchaser, the right and Option ("Option") to purchase the Premises upon the terms and conditions as set forth herein.

3. **Exercise of option.** Purchaser may exercise its right to purchase the Premises pursuant to the Option, at any time during the Option Term, by giving written notice thereof to Seller. As provided for above, the date of sending of said notice shall be the Option Exercise Date. In the event the Purchaser does not exercise its right to purchase the Premises granted by the Option during the Option Term, this Agreement shall become absolutely null and void and neither party hereto shall have any other liability, obligation, or duty hereinunder or pursuant to this Agreement.

4. **Contract for purchase and sale of real property.** In the event that the Purchaser exercises its exclusive Option during the Option Term as provided for in the preceding paragraph, Seller agrees to sell and Purchaser agrees to buy the Premises and both parties agree to execute a contract for such purchase and sale of the Premises in accordance with the following terms and conditions (the "Contract"):

a. **Purchase Price.** The purchase price for the Premises shall be the sum of One Hundred Thousand Dollars ($100,000) per acre (the "Purhcase Price"). The total acreage purchased shall be approximately 25 acres.

b. **Closing Date.** The closing date shall be any date during the Option Term as may be selected by Purchaser.

c. **Closing Costs.** Purchaser's and Seller's costs of closing the Contract shall be split evenly between the parties.

d. **No Representation or Warranty.** Seller's conveyance of the Premises to Purchaser shall be without representation or warranty whatsoever.

e. **Default by Purchaser; Remedies of Seller.** In the event Purchaser, after exercise of the Option, fails to proceed with the closing of the purchase of the Premises pursuant to the terms and provisions as contained herein and/or under the Contract, Seller shall be entitled to bring an action for specific performance of the Contract.

f. **Default by Seller; Remedies of Purchaser.** In the event Seller fails to close the sale of the Premises pursuant to the terms and provisions of this Agreement and/or under the Contract, Purchaser shall be entitled to sue for specific performance of the Contract. All other remedies and claims for damages are expressly waived by Purchaser.

5. **Notice of Transfer.** In the event at any time during the Option Term Seller or any successor or assign of Seller: (a) desires to accept and enter into any proposed bona fide sale, or other transfer or disposition of the Premises, to any person or entity, excepting any affiliate of Seller or any person or entity controlling, controlled by or under common control with Seller, or (b) if Seller proposes to make an offer related to the Premises to any person or entity, excepting any affiliate of Seller or any person or entity controlling, controlled by or under common control with Seller being hereinafter called "Offer"), Seller shall promptly furnish Purchaser with a true copy of such Offer. For a period of thirty (30) days after receipt by Purchaser of the Offer, Purchaser may give written notice (the "Notice of Exercise") to Seller of Purchaser's exercise of its Option to purchase the Premises pursuant to the Option. If Purchaser gives a timely Notice of Exercise within the thirty (30) day period referenced above, then Seller and Purchaser shall enter

into a written contract for Purchaser to acquire the Premises pursuant to the Option and the terms described herein. If Purchaser does not give a timely Notice of Exercise within the thirty (30) day period referenced above, then there shall be a conclusive presumption that Purchaser has elected not to exercise the Option, and: (i) the Option shall automatically terminate; (ii) neither party shall have any liability, obligation, or duty hereunder or pursuant to this Agreement; and (iii) Seller may thereafter transfer the Premises upon the terms identified in the Offer.

6. Miscellaneous.

a. **Execution by Both Parties.** This Agreement shall not become effective and binding until fully executed by both Purchaser and Seller.

b. **Notice.** All notices, demands, and/or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States Mail with postage pre-paid. Such notices shall be deemed to have been served on the date mailed, postage pre-paid. All such notices and communications shall be addressed to the Seller at PO Box 900, Layton, Utah 84041-0900 and to the Purchaser at 437 North Wasatch Drive, Layton, Utah 84041, or at such other address as either may specify to the other in writing.

c. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

d. **Successors and Assigns.** This Agreement shall apply to, inure to the benefit of, and be binding upon and enforceable against the parties hereto and their respective heirs, successors, and or assigns, to the extent as if specified at length throughout this Agreement. This Agreement may be assigned by the Purchaser.

e. **Time.** Time is of the essence of this Agreement.

f. **Headings.** The headings inserted at the beginning of each paragraph and/or subparagraphs are for convenience or reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

g. **Cost of this Agreement.** Any cost and/or fees incurred by the Purchaser or Seller in executing this Agreement shall be borne by the respective party incurring such cost and/or fee.

h. **Entire Agreement.** This Agreement contains all of the terms, promises, covenants, condition, and representations made or entered into by or between Seller and Purchaser and supersedes all prior discussions and agreements whether written or oral between Seller and Purchaser with respect to the Option and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both Seller and Purchaser with the formalities hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority:

**PURCHASER**

LAYTON CITY CORPORATION

By: ROBERT J STEVENSON
Title: MAYOR

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

GARY R. CRANE, City Attorney

**SELLER**

WASATCH INTERGRATED WASTE MANAGEMENT DISTRICT

BY: NATHAN RICH
Title: EXECUTIVE DIRECTOR

STATE OF UTAH )
: ss.
COUNTY OF DAVIS )

On this 15th day of SEPTEMBER, 2016, personally appeared before me NATHAN RICH who duly acknowledged to me that he is the EXECUTIVE DIRECTOR of WASATCH INTERGRATED WASTE MANAGEMENT DISTRICT, and that the document was signed by him in behalf of said corporation, and NATHAN RICH acknowledged to me that said corporation executed the same.

STATE OF UTAH NOTARY PUBLIC
JULIANA MCINTOSH
COMMISSION # 671191
MY COMMISSION EXPIRES:
10-21-2017

NOTARY PUBLIC

STATE OF UTAH )
: ss.
COUNTY OF DAVIS )

On this 6th day of October, 2016, personally appeared before me ROBERT J STEVENSON, who duly acknowledged to me that he is the MAYOR of LAYTON CITY, and that the document was signed by him in behalf of said corporation, and ROBERT J STEVENSON acknowledged to me that said corporation executed the same.

THIEDA WELLMAN
Notary Public State of Utah
My Commission Expires on:
January 23, 2019
Comm. Number: 680419

NOTARY PUBLIC

**EXHIBIT B**
(Special Warranty Deed)

**When recorded, return to:**
**Layton Municipal Corporation**
**437 N. Wasatch Drive**
**Layton, UT 84041**

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**SPECIAL WARRANTY DEED**

**WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT,** a Special Service District, in Layton City, Davis County, State of Utah, (GRANTOR), hereby **CONVEYS** and **WARRANTS** against all claiming by, through, or under the Grantor to **LAYTON CITY CORPORATION**, a Utah Municipal corporation, (Grantee), of 437 N. Wasatch Drive, in Layton City, Davis County, State of Utah, for the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the following-described tracts of land in Davis County, Utah, ("Property") together with all improvements thereon and all other rights and privileges appurtenant thereto, together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity, to wit:

BEG AT THE NE COR OF SEC 4-T4N-R1W, SLM; TH S 00^08'30" W 543.09 FT ALG THE SEC LINE, M/L, TO MORISHITA PPTY (1544-87); TH N 89^41'10" W 985.07 FT (W BY RECORD); TH N 00^11'06" E 538.99 FT TO THE N LINE OF SEC 4; TH S 89^55'29" E 984.66 FT (E BY RECORD) ALG THE SEC LINE TO THE POB.
Parcels 09-12-0031
CONT. 12.55 ACRES

and

BEG AT A PT N 89^55'29" W 984.66 FT (WEST BY RECORD), ALG THE SEC LINE FR THE NE COR OF SEC 4-T4N-R1W, SLB&M; TH AS FOLLOWS: S 00^11'06" W 538.99 FT, M/L, TO RULON LOVE PPTY (797.599); TH N 89^41'10" W 992.41 FT (W BY RECORD), M/L, TO AN EXIST CHAIN LINK FENCE LINE (WH IS THE E LINE OF US GOVERNMENT PPTY - HAFB); TH N 00^11'06" E 534.85 FT ALG SD CHAIN LINK FENCE LINE TO THE SEC LINE; TH S 89^55'29" E 992.41 FT (E BY RECORD), ALG THE SEC LINE TO THE POB.
Parcel 09-012-0032
CONT. 11.95 ACRES

**SUBJECT TO** all taxes, easements, restrictions, encumbrances, and other matters of record, and all matters that a physical inspection or accurate survey of the Property would disclose;

**SUBJECT TO** the interest conveyed herein, shall revert to the GRANTOR upon the occurrence of any of the following events:

A. Failure of the GRANTEE to acquire ownership of Parcel Nos. #09-12-0031 and 09-12-0032, in Layton City, Davis County, Utah, on or before December 31, 2023.

Grantor binds itself to warrant and defend title to the Property as against all acts of Grantor, and none other, subject to the matters above set forth. No other warranties, express or implied, are given by this Special Warranty Deed.

Witness the hand of said Grantor this together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity this day.

WITNESS the hand of said Grantor(s), this _____ day of _____, 2023

**GRANTOR(S)**

_____

NATHAN RICH, Executive Director
WASATCH INTEGRATED WASTE
MANAGEMENT DISTRICT

**ATTEST:**

_____

Secretary

The Warranty Deed signed by Wasatch Integrated Waste Management dated the _____ day of _____, 20___, has been accepted by Layton City on the _____ day of _____, 20___.

_____
JOY PETRO, Mayor

ATTEST:

_____
KIMBERLY S READ, City Recorder

STATE OF UTAH )
: ss.
COUNTY OF DAVIS )

On this _____ day of _____, 2023, personally appeared before JOY PETRO, who duly acknowledged to me that she is the MAYOR of LAYTON CITY, and that the document was signed by her in behalf of said corporation, and JOY PETRO acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC

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

**Item Number:** 5.C.

**Subject:**
Appoint a Member to the Administrative Control Board of the Wasatch Integrated Waste Management District – Resolution 23-56

**Background:**
It is proposed that Mayor Joy Petro be reappointed as a member of the Administrative Control Board of the Wasatch Integrated Waste Management District. This appointment shall commence on January 1, 2024 ending December 31, 2025.

**Alternatives:**
Alternatives are to: 1) Adopt Resolution 23-56 reappointing Mayor Joy Petro to the Administrative Control Board of the Wasatch Integrated Waste Management District for a term commencing on January 1, 2024 ending on December 31, 2025; 2) Adopt Resolution 23-56 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 23-56 and remand to Staff with directions

**Recommendation:**
Staff recommends the Council adopt Resolution 23-56 reappointing Mayor Joy Petro to the Administrative Control Board of the Wasatch Integrated Waste Management District for a term commencing on January 1, 2024 ending on December 31, 2025.

**RESOLUTION 23-56**

**A RESOLUTION APPOINTING A MEMBER TO THE ADMINISTRATIVE CONTROL BOARD OF THE WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT.**

**WHEREAS,** Layton City, Utah is within the boundaries of the Wasatch Integrated Waste Management District (District), and desires to appoint a member to the Administrative Control Board (Board) of the District;

**WHEREAS,** the City Council, as the governing body of the City, is the "appointing authority" for such members of the Board under Section 17B-1-102(1), Utah Code Annotated 1953, as amended; and

**WHEREAS,** all actions required by law in connection with the appointment made by this resolution have been taken, including all actions required under Title 17B, Chapter 1, part 3, Utah Code Annotated 1953, as amended;

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

1. **Appointment of Board Member.** Mayor Joy Petro is hereby appointed by Layton City's Governing Body as a member of the Board of the District. Such appointment shall commence on January 1, 2024, ending December 31, 2025, or, if earlier, ending on the date of the resignation or removal of such individual as a member of the Board.

2. **Repealer.** All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

3. **Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of Layton, Utah, this **21st day of December, 2023**.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

CLINTON R. DRAKE, City Attorney

Department Director

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

**Item Number:** 5.D.

**Subject:**
Appoint a Member to the North Davis Sewer District Board of Trustees – Resolution 23-57

**Background:**
It is proposed that Mayor Joy Petro be reappointed to the North Davis Sewer District Board of Trustees. This appointment shall commence on January 1, 2024 ending December 31, 2025.

**Alternatives:**
Alternatives are to: 1) Adopt Resolution 23-57 reappointing Mayor Joy Petro to the North Davis Sewer District Board of Trustees for a term beginning January 1, 2024, ending December 31, 2025; 2) Adopt Resolution 23-57 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 23-57 and remand to Staff with directions.

**Recommendation:**
Staff recommends the Council adopt Resolution 23-57 reappointing Mayor Joy Petro to the North Davis Sewer District Board of Trustees for a term beginning January 1, 2024, and ending December 31, 2025.

**RESOLUTION 23-57**

**A RESOLUTION APPOINTING A MEMBER TO THE NORTH DAVIS SEWER DISTRICT BOARD OF TRUSTEES**

**WHEREAS,** Layton City, Utah is within the boundaries of the North Davis Sewer District, and desires to appoint a member to the Board of the District; and

**WHEREAS,** the City Council, as the governing body of the City, is the "appointing authority" for such members of the Board under Section 17B-1-102(1), Utah Code Annotated 1953, as amended; and

**WHEREAS,** all actions required by law in connection with the appointment made by this resolution have been taken, including all actions required under Title 17B, Chapter 1, part 3, Utah Code Annotated 1953, as amended;

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

1. **Appointment of Board Member.** Mayor Joy Petro is hereby appointed by Layton City's Governing Body as a member of the Board of Trustees of the North Davis Sewer District. Such appointment shall commence on January 1, 2024, ending December 31, 2025, or, if earlier, ending on the date of the resignation or removal of such individual as the member of the Board.

2. **Repealer.** All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

**3. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of Layton, Utah, this **21st day of December, 2023.**

_____
JOY PETRO, Mayor

ATTEST:

_____
KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

_____
CLINTON R. DRAKE, City Attorney

_____
Department Director

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

**Item Number:** 6.A.

**Subject:**
Rezone Request – Amber Fields 2023, LLC – A (Agriculture) to R-1-10 (Single Family Residential) – Ordinance 23-26 – Approximately 250 North 1550 West

**Background:**
The applicant, Russell Wilson representing Amber Fields 2023, LLC, is requesting a rezone of 15.4 acres from the A to R-1-10 zoning. The subject property is adjacent to R-S (Residential Suburban) zoning to the south and west, R-S and A zoning to the east, with B-RP (Business Research Park) zoning to the north.

The proposal for the rezone is to develop a single-family subdivision with two phases. The first phase is the northern two-thirds of the 15.4 acres and the second phase will be the southern one-third of the same acreage. The first phase will connect to the stubbed streets from Pinehurst Place Subdivision at 250 North and 475 North. As part of the proposed development, a centrally located street will run north and south with single-family homes on both sides.

The R-1-10 zone is consistent with the General Plan and constitutes a low density residential development as defined in the General Plan.

**Alternatives:**
Alternatives are to: 1) Adopt Ordinance 23-26 approving the rezone request from A (Agriculture) to R-1-10 (Single Family Residential); 2) Adopt Ordinance 23-26 approving the rezone request from A (Agriculture) to R-1-10 (Single Family Residential) with modifications; or 3) Not adopt Ordinance 23-26, denying the rezone request.

**Recommendation:**
On November 28, 2023, the Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the rezone request from A (Agriculture) to R-1-10 (Single Family Residential).

Staff supports the Planning Commission’s recommendation.

**ORDINANCE 23-26**
**(250 North 1550 West Rezone)**

**AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF PARCEL 10-065-0082 DESCRIBED HEREIN, LOCATED AT APPROXIMATELY 250 NORTH 1550 WEST FROM "A" (AGRICULTURE) TO R-1-10 (SINGLE FAMILY RESIDENTIAL); PROVIDING FOR SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE**

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

**WHEREAS,** the Planning Commission has reviewed the petition and has recommended that the petition to rezone said property from A to R-1-10 be approved; and

**WHEREAS,** the 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 Council has determined that this amendment is rationally based, reasonable, and 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 1. **Repealer.** If any provision of Layton City's ordinance that is deemed to be inconsistent with this amendment is hereby repealed.

SECTION 2. **Enactment.** The zoning map is hereby amended by changing the zone classification of the following property from A to R-1-10:

A Part of Parcel 100650082 as identified by the Davis County Recorder's office, also being a part of the Southeast Quarter of Section 19, Township 4 North, Range 1 West, Salt Lake Base & Meridian, located in Layton City, Davis County, Utah, being more particularly described as follows:

Beginning at a point located along that Boundary Line Agreement recorded August 21, 2008 as Entry No. 2387561 in Book 4599 at Page 72 in the Davis County Recorder's Office, said point also being located along the Section line N89°55'40"E 661.32 feet and N0°13'56"E 604.82 feet from the South Quarter Corner of Section 19, T4N, R1W, SLB&M; running thence along said Boundary Line Agreement N00°13'56"E 2,037.34re re feet to the southerly boundary line of that Special Warranty Deed recorded June 28, 2010 as Entry No. 2536563 in Book 5055 at Page 685 in the Davis County Recorder's Office; thence along said deed N89°52'30"E 323.00 feet; thence S00°07'30"E 2,037.57 feet; thence S89°55'16"W 335.70 feet to the point of beginning.

(Bearings in description are based on the Davis County coordinate system, rotate bearings clockwise 0°21'02" for the equivalent nad83 bearings)

SECTION 3. **Severability.** If any part of this ordinance is found to be invalid by a court of competent jurisdiction, the remaining language shall remain in full force and effect.

SECTION 4. **Effective Date.** This zoning amendment shall become effective immediately upon posting.

**Signatures on next page**

**PASSED AND ADOPTED BY THE LAYTON CITY COUNCIL ON DECEMBER 21, 2023.**

| | AYE | NAY | ABSENT | ABSTAIN |
|---|---|---|---|---|
| Joy Petro | | | | |
| Zach Bloxham | | | | |
| Clint Morris | | | | |
| Tyson Roberts | | | | |
| Bettina Smith Edmondson | | | | |
| Dave Thomas | | | | |

JOY PETRO, Mayor

ATTEST

KIMBERLY S READ, City Recorder

CLINTON R. DRAKE, City Attorney

CHAD WILKINSON, Community & Economic Development Director

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING DIVISION

# STAFF REPORT

**TO:** City Council

**FROM:** Kem Weaver, Planner II

**DATE:** December 21, 2023

**RE:** Rezone Request – Amber Fields 2023, LLC – Rezone from A (Agriculture) to R-1-10 (Single Family Residential) – Ordinance 23-26– Approximately 250 North 1550 West

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**LOCATION:** Approximately 250 North 1550 West

**CURRENT ZONING:** A (Agriculture)

**PROPOSED ZONING:** R-1-10 (Single Family Residential)

**DESCRIPTION OF REZONE AREA**

The property proposed for rezone contains 15.4 acres of vacant land located in west Layton. The property is located a parcel removed north of Gentile Street at approximately 1550 West and does not have direct frontage on Gentile Street. The proposed development site is currently zoned A.

The subject property is adjacent to R-S (Residential Suburban) zoning to the south and west, R-S and A zoning to the east, with B-RP (Business Research Park) zoning to the north.

**BACKGROUND INFORMATION**

The applicant, Russell Wilson representing Amber Fields 2023, LLC, is requesting a rezone for the subject property. The proposed R-1-10 development shows 46 single-family residential lots. There will be two phases for the subdivision, the first phase will encompass the northern two-thirds of the land area being rezoned and contain 32 single-family lots. The second phase will include the southern one-third of the land area being rezoned and contain 14 single-family lots.

There are three stubbed streets to the east from the Pinehurst Place Subdivision, Phase 1 will stub into 250 North and 475 North with Phase 2 connecting to 75 North. A public street will run down the center of both phases with single-family homes on both sides. Both 250 North and 475 North will be stubbed to the east property for future development.

The connection to 75 North is for utility purposes in order to gravity feed both sewer and stormwater out of the proposed subdivision, through Pinehurst Place Subdivision to Gentile Street.

**STAFF REVIEW**

**General Plan**

Utah State Code 10-9a-401 requires municipalities to create a General Plan that plans for the present and future community needs as well as the growth and development of land within the municipality. The General Plan identifies the subject property (See Figure 1) as planned for Low Density Residential. The green hatching that is shown on the General Plan map represents Neighborhood Ag Heritage overlay with low density development. The R-1-10 zone is consistent with the General Plan and constitutes a low density residential development as defined in the General Plan.

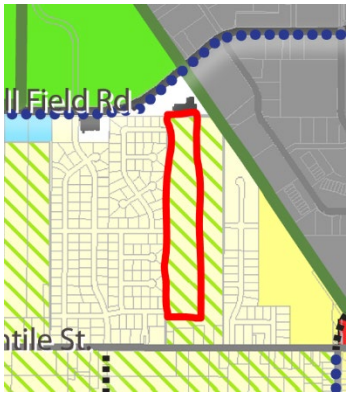



*Figure 1 - Layton City General Plan Map*

**STAFF RECOMMENDATION**

On November 28, 2023, the Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the rezone request from A (Agriculture) to R-1-10 (Single Family Residential). Staff supports the Planning Commission recommendation.

***Attention Engineers & Developers:*** ***Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 7-10 business days of a submittal and within 7 business days of a resubmittal. Thank you.***

**MEMORANDUM**

TO: Russell Wilson; rwilson@symphonyhomes.com

CC: CED Department/Fire Marshal/Legal Department

FROM: Shannon Hansen, Assistant City Engineer - Development

DATE: October 27, 2023 - Combined

SUBJECT: Amber Fields Rezone

I have reviewed the Rezone Petition for one parcel of ground containing approximately 10.85 acres located at approximately 250 North 1550 West. The applicant is requesting a zoning change from R-S to R-1-10. The Engineering Department has the following concerns or comments regarding the rezone of the property. Municipal Code (MC) and Development Guideline and Design Standard (DG) references provided in parenthesis.

**The following is provided for informational purposes only and may not be inclusive.**

**Street –** Connections will need to be made to 250 North and 475 North to the west. Streets will need to be provided to the east for connections to 150 North and 250 North in Mary's Meadows. The street configuration seen on the concept plan submitted with the rezone application does not allow for these connections with a street configuration that meets City standards.

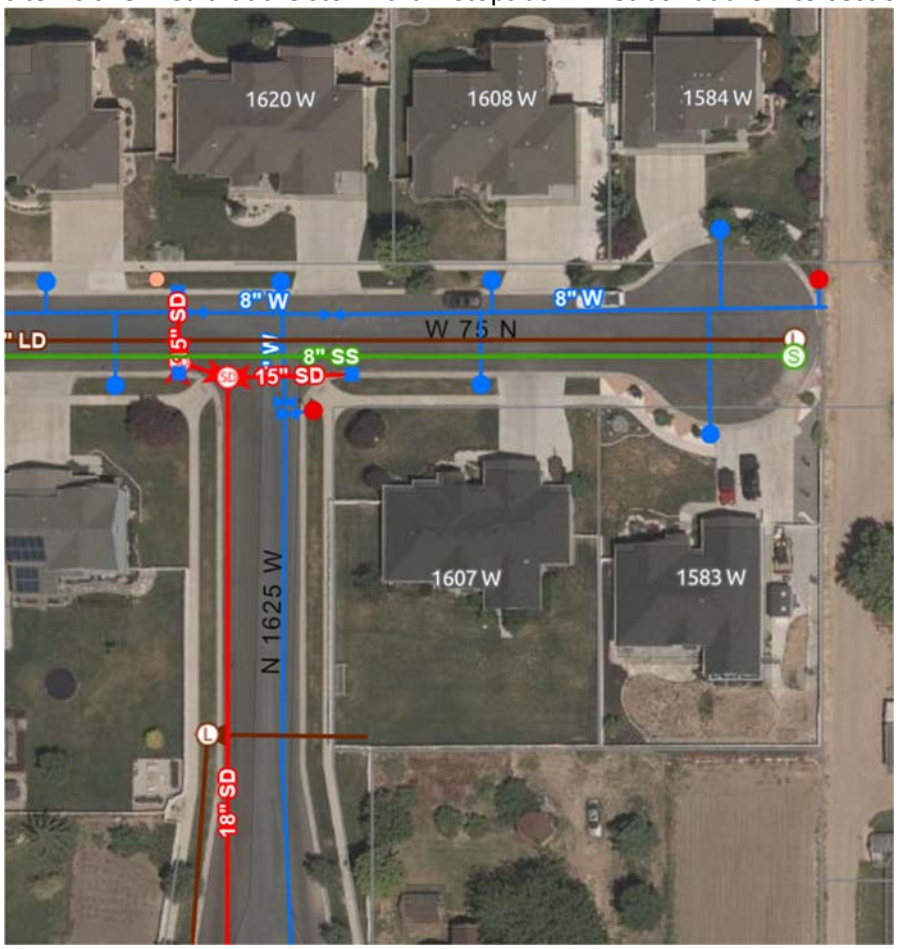
The concept plan submitted with the rezone application includes a holding strip along the south boundary of Phase 1. A holding strip cannot be allowed through the street (MC 18.24.010). All street improvements will need to be constructed through this area and the right of way will need to be dedicated to the City.

There is a temporary turn-around on Lot 228R of Pinehurst Phase 2C (1587 West 475 North) that includes signs and red-curb paint. These will need to be removed upon extension of 475 North.

**Storm Drain** – A connection to either of the following pipes will require a 20-foot wide storm drain easement. The pipe will need to be located in the standard location in a future street right of way with the easement centered on the pipe.

There is a 15-inch storm drain in 75 West which is not sized to address this development. There will need to be either 1) on-site detention to reduce the storm water flow to 4 cfs or 2) the storm drain in 75 West and 1625 West will need to be removed and replaced with a pipe system sized to address the storm water runoff from the existing improvements, the proposed development and potentially the future development to the east.

A clarification of the location of the storm drain line in 75 West. The 15-inch stub to the eastern end of 75 North included in the plans for Pinehurst Phase 1 was not installed as had been previously thought. A site visit verified that the storm drain stops at in inlet box at the intersection with 1625 West.




There is a 36-inch City storm drain on the south side of Gentile.

The development will need to comply with Low Impact Development requirements in DG 6.14. Items of note for the LID Storm Water Quality Report:

1) This area is within a Drinking Source Protection Zone 4.
2) The feasibility to implement LID may be impacted by the geotechnical findings.
3) Infiltration tests will need to comply with the requirements outlined in DG 8.16 and are only required if infiltration is a possibility based on soil classifications and ground water levels.

**Sanitary Sewer –** There is an 8-inch sewer in 475 North, 250 North, and 75 North.

**Culinary Water –** There is an 8-inch water in 475 North, 250 North, and 75 North.

Based on the water model and with the proposed street locations, the fire flow within the project is anticipated to be 2,600 gpm with 75 psi. The fire flow will be further refined upon approval of the preliminary plan. The Fire Marshal will determine the required fire flow as well as the need for any additional hydrants. (DG 4.06.H)

**Land Drain –** There is an 8-inch land drain in 475 North, 250 North and 75 North. A land drain system may be required as specified in a geotechnical report and as required per MC 18.40.020.

**Secondary Water –** Dry secondary waterlines will need to be installed within the development. The water master plan includes a 10-inch main through this area. The location of this line will be determined with the approved preliminary plan. All other pipes within the development shall be 8-inch. (DG 15.02)

**Miscellaneous –**

1. Street lighting on all public roads be required upon development. A preliminary layout will be provided at the preliminary application stage of development. The final layout and street light fees will be provided at the final application stage of development.
2. The Developer should note that Layton City passed an ordinance on November 4, 2004 requiring all development to provide irrigation water shares for water supply. The water exaction will be based on 3 acre feet per developed acre. The final water exaction amount will be determined with the final dedication plat. The City accepts shares from Kays Creek Irrigation, Holmes Creek Irrigation, and Davis Weber Counties Canal Companies. (MC 19.23.010)
3. Payback – There is a payback to Layton City for the land drain installed with the Gentile Reconstruction project of $1,118.52 per acre.
4. The developer should be aware that a 6’ chain link fence will be required against any agricultural land. The municipal code requires that this fence be installed within 30 days of the completion of a street. (MC 18.36.180).
5. A letter from the irrigation company/user(s) will need to be submitted indicating that they are aware of the development and preliminarily approve of the design. (DG 2.02.H)

Layton
Community • Prosperity • Choice

Mayor • Joy Petro
City Manager • Alex R. Jensen
Asst. City Manager • Steve Garside

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

***Attention Engineers & Developers:*** ***Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 7-10 business days of a submittal and within 7 business days of a resubmittal. Thank you.***

# M E M O R A N D U M

TO: Community Development

FROM: Gavin Moffat, Deputy Fire Marshal

RE: Amber Fields Rezone @ 250 N 1550 W

CC: 1) Engineering
2) Russel Wilson, rwilson@symphonyhomes.com

DATE: November 2, 2023

I have reviewed the rezone application received on October 19, 2023 for the above referenced project. The Fire Department, with regard to the rezone, does not have any comments at this time. However, for future development our concerns include but are not limited to the following:

1. A minimum fire flow requirement will be determined for buildings that are to be built on this property. The fire flow requirement must be determined by the Fire Prevention Division of this department and will be based upon the type of construction as listed in the building code and total square footage of the building. Prior to applying for a building permit, provide the Fire Prevention Division of this department the type and size of structure(s) to be built.

2. Designated fire access roads shall have a minimum clear and unobstructed width of 26 feet. Access roads shall be measured by an approved route around the exterior of the building or facility. If dead-end roads are created in excess of 150 feet, approved turnarounds shall be provided.

3. Where applicable, two means of egress may be required.

4. On site fire hydrants may be required.

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.

CF\#4ANNEX/REZONE:sh
Plan #S23-162 District #41
Project Tracker #LAY2310193306
ERS#12796

• Parks and Recreation •
JoEllen Grandy • Parks Planner
Telephone: (801) 336-3926
Fax: (801) 336-3909

# Memorandum

**To:** Russell Wilson

**CC:** Community Development, Fire, & Engineering

**From:** JoEllen Grandy, Parks Planner – Parks & Recreation

**Date:** October 20, 2023

**Re:** Amber Fields 2023, LLC - Rezone, Rezone – 250 N. 1550 W.

---

Amber Fields 2023, LLC located at 250 North 1550 West lies within the City's existing Ellison Park service area. The applicant's proposed rezone from R-S to R-1-10 would not impact the Parks & Recreation Department.

The Parks & Recreation Department has reviewed the petition submitted and has no comments or concerns regarding approval of the rezone.

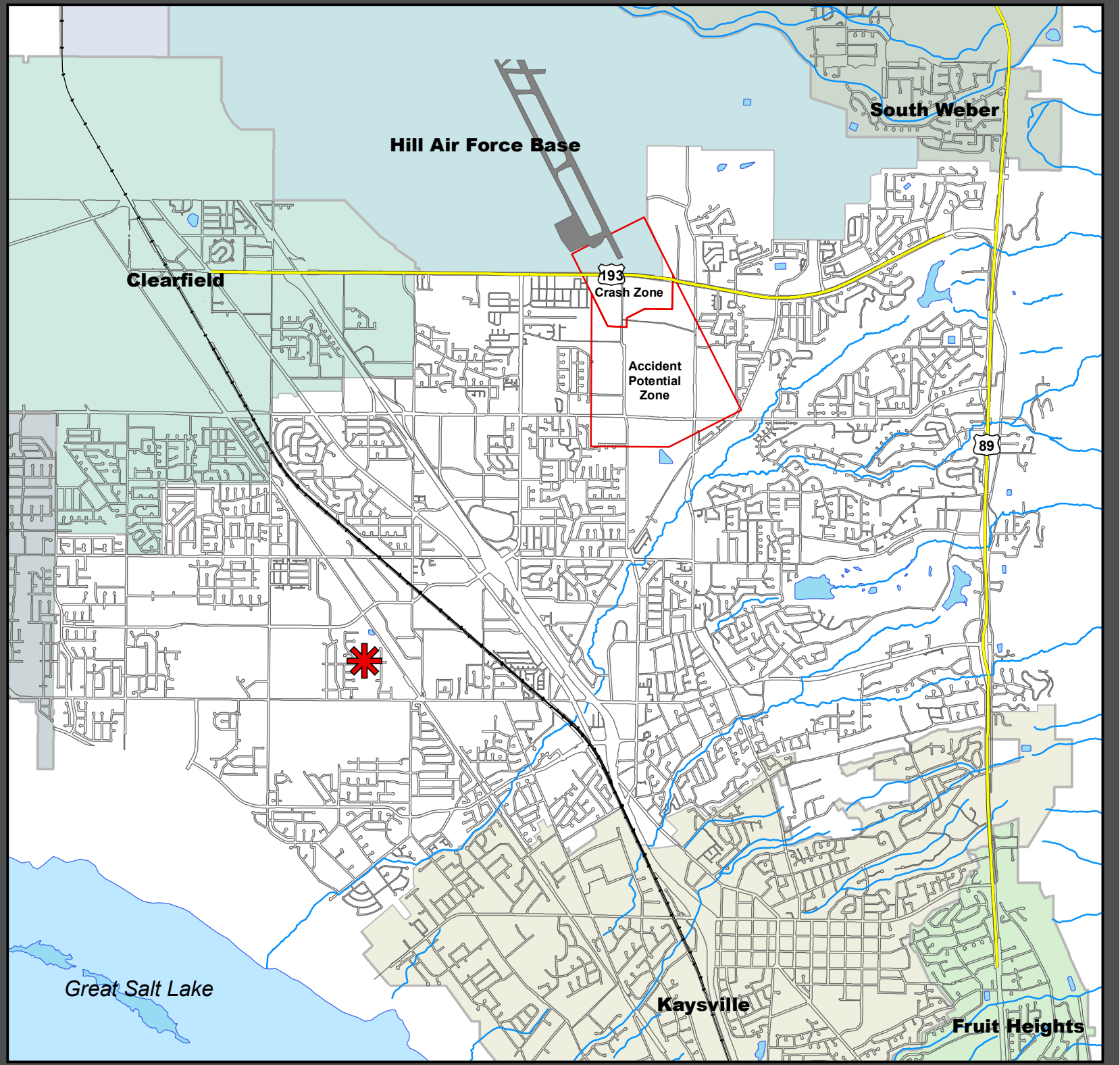
***Attention Engineers & Developers:*** ***Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 7-10 business days of a submittal and within 7 business days of a resubmittal. Thank you.***

Layton City

# AMBER FIELDS 2023, LLC

## APPROXIMATELY 250 NORTH 1550 WEST

## REZONE




**Legend**

- City Boundary
- Rail Lines
- APZ
- Interstate 15
- Lakes
- Streams

* - Project Site

N W E S

Map 1

Layton City

# AMBER FIELDS 2023, LLC

## APPROXIMATELY 250 NORTH 1550 WEST

## REZONE

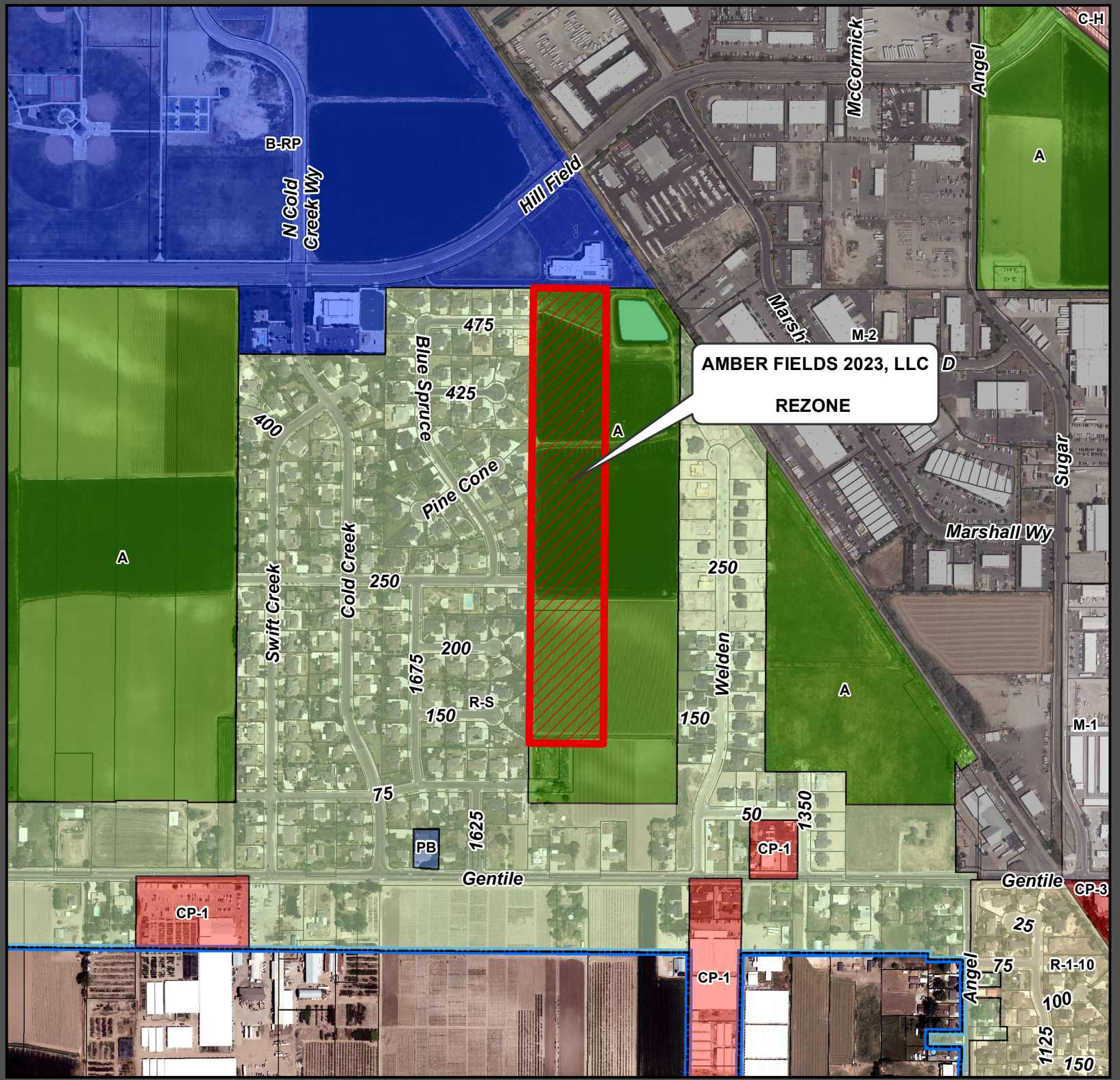
**Legend**

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

- Project Area

N W E S

# Map 2



Layton City

# AMBER FIELDS 2023, LLC

## APPROXIMATELY 250 NORTH 1550 WEST

## REZONE

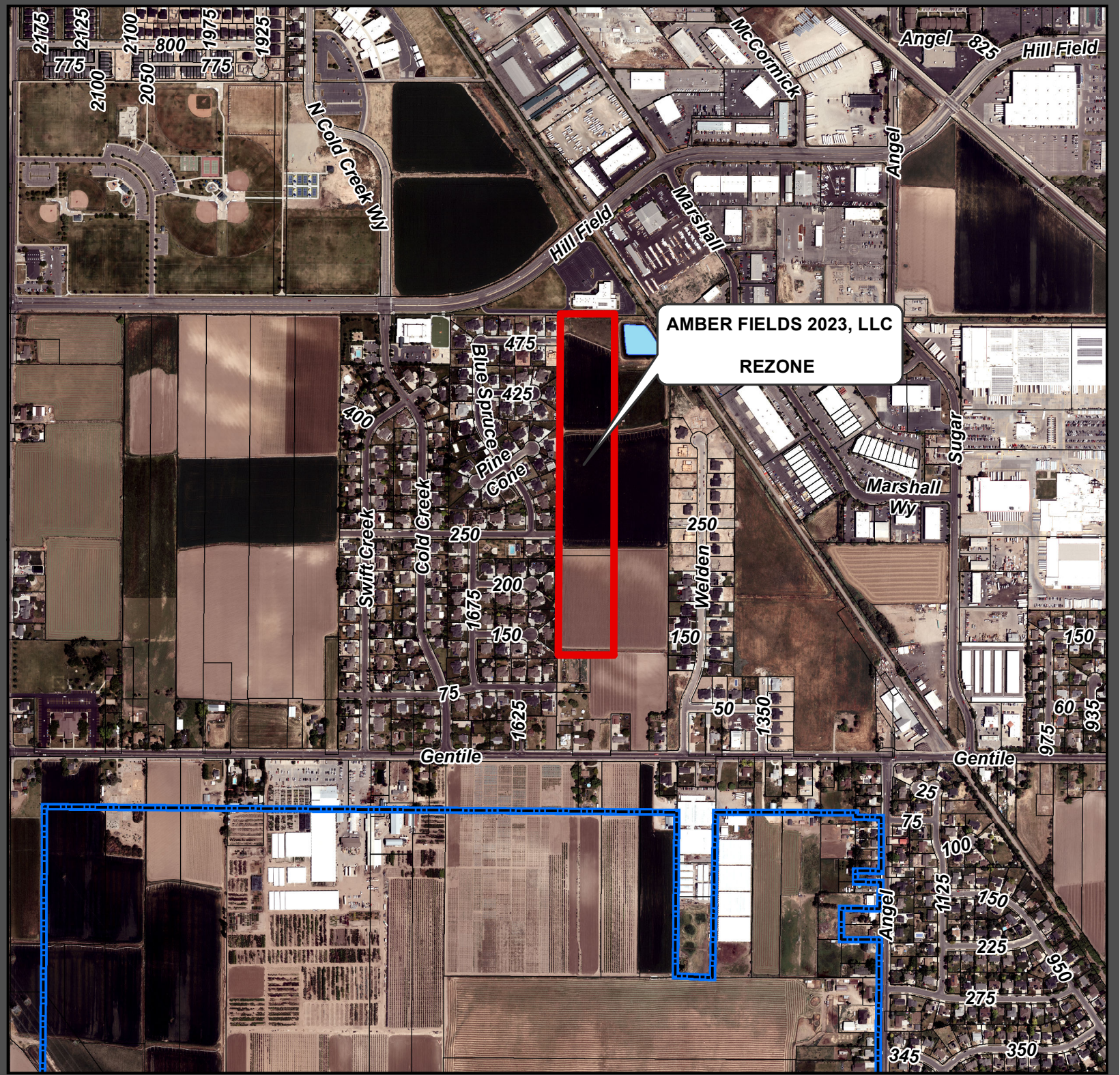
**Legend**

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

- Project Area

N W E S

# Map 3



VICINITY MAP
N.T.S




## HATCH KEY

- TAKE DOWN 1
- TAKE DOWN 2
- TAKE DOWN 3
- TAKE DOWN 4

FOCUS©
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

FOR REVIEW ONLY

# TAKE DOWN 1, 2, 3 & 4 EXHIBIT

LOCATION: THE SOUTHEAST QUARTER OF SECTION 19, T4N, R1W, SLB&M
LAYTON CITY, DAVIS COUNTY, UTAH
PROPERTY OF JIM DAY FIELDS
PREPARED FOR: SYMPHONY HOMES

REVISION BLOCK

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | ---- | ---- |
| 2 | ---- | ---- |
| 3 | ---- | ---- |
| 4 | ---- | ---- |
| 5 | ---- | ---- |
| 6 | ---- | ---- |

| | |
|---|---|
| Drawn: RM | Checked: JW |
| Scale: nts | Job #: 23-0210 |
| Date: 08/07/23 | |
| Sheet: 1 OF 1 | |

Z:_2023\23-0210 Day Family Farm\design 23-0210\dwg\exhibit\23-0210 Take Down 1,2 and 3 Exhibit.dwg

# ADDITIONAL

# PACKET

# ATTACHMENTS

Layton

Community • Prosperity • Choice

December 21, 2023

# City Council Meeting

Community & Economic Development Department

Layton
Community • Prosperity • Choice

# 6A. Rezone Request – Amber Fields 2023, LLC
# Ordinance 23-26

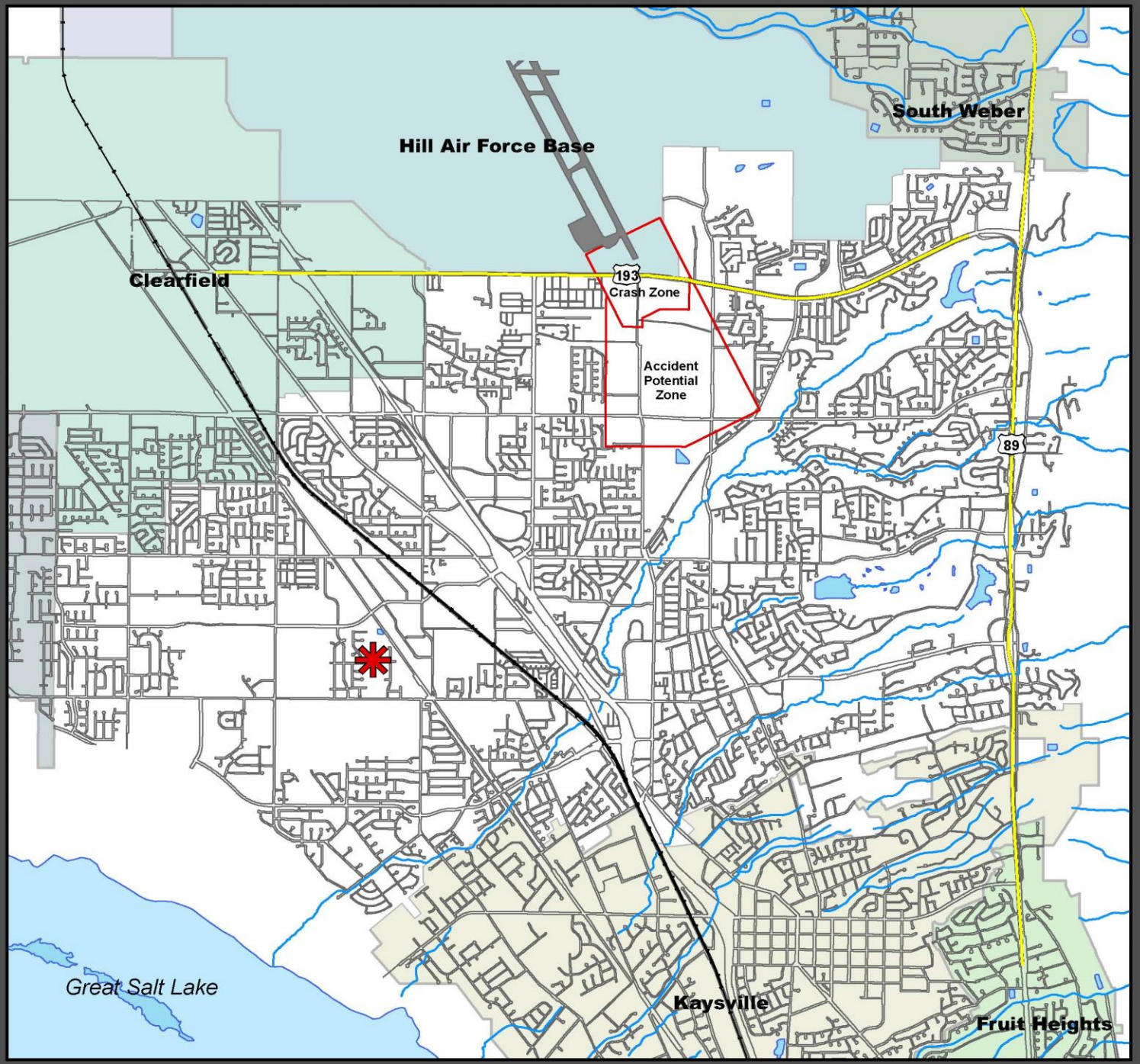
Community & Economic Development Department

Layton City

# AMBER FIELDS 2023, LLC

## APPROXIMATELY 250 NORTH 1550 WEST

## REZONE




**Legend**

- City Boundary
- Rail Lines
- APZ
- Interstate 15
- Lakes
- Streams

* - Project Site

N W E S

Map 1

Layton City

# AMBER FIELDS 2023, LLC

## APPROXIMATELY 250 NORTH 1550 WEST

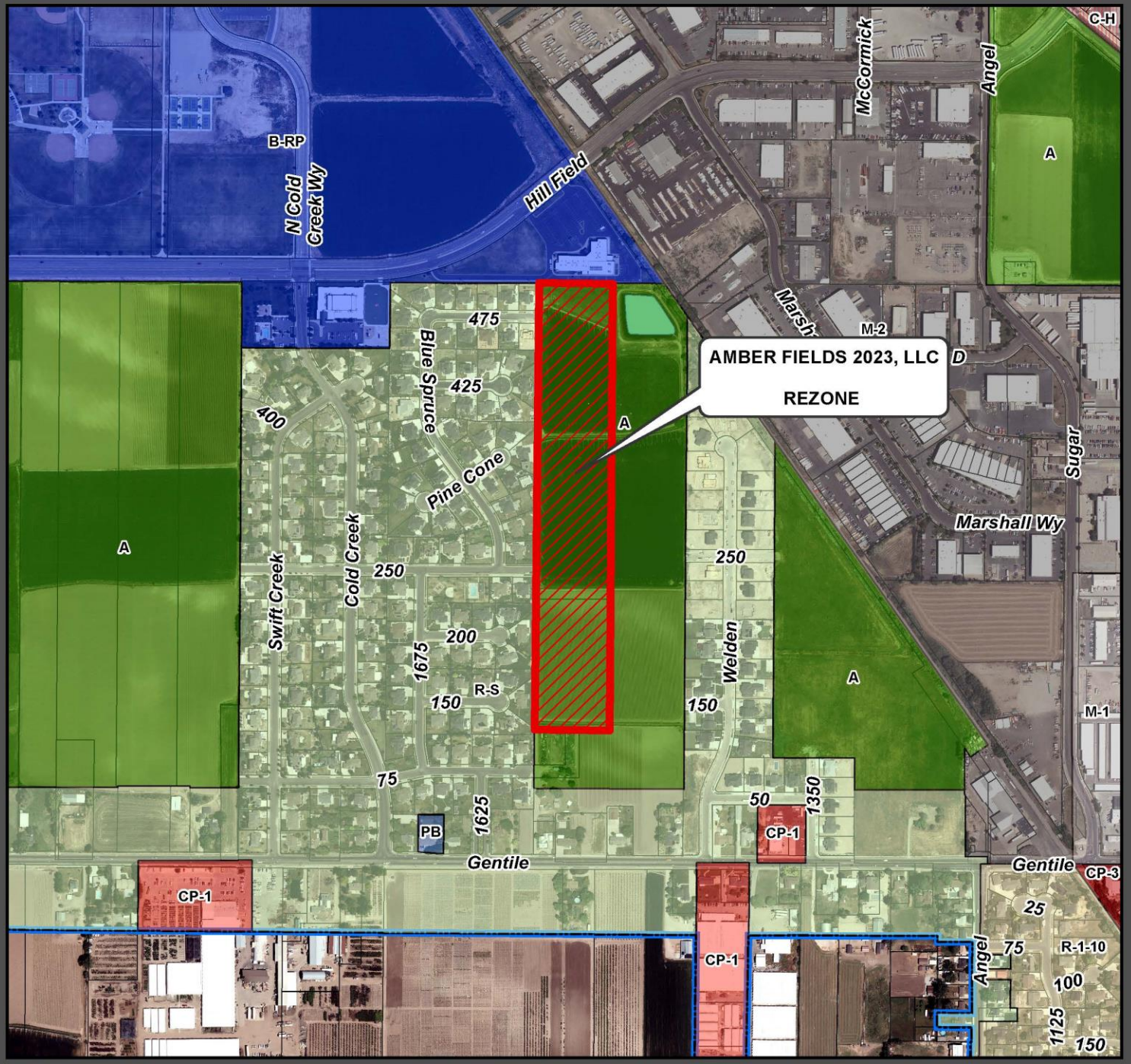
## REZONE




- Project Area

N
W
E
S

Map 2



Layton City

# AMBER FIELDS 2023, LLC

## APPROXIMATELY 250 NORTH 1550 WEST

## REZONE

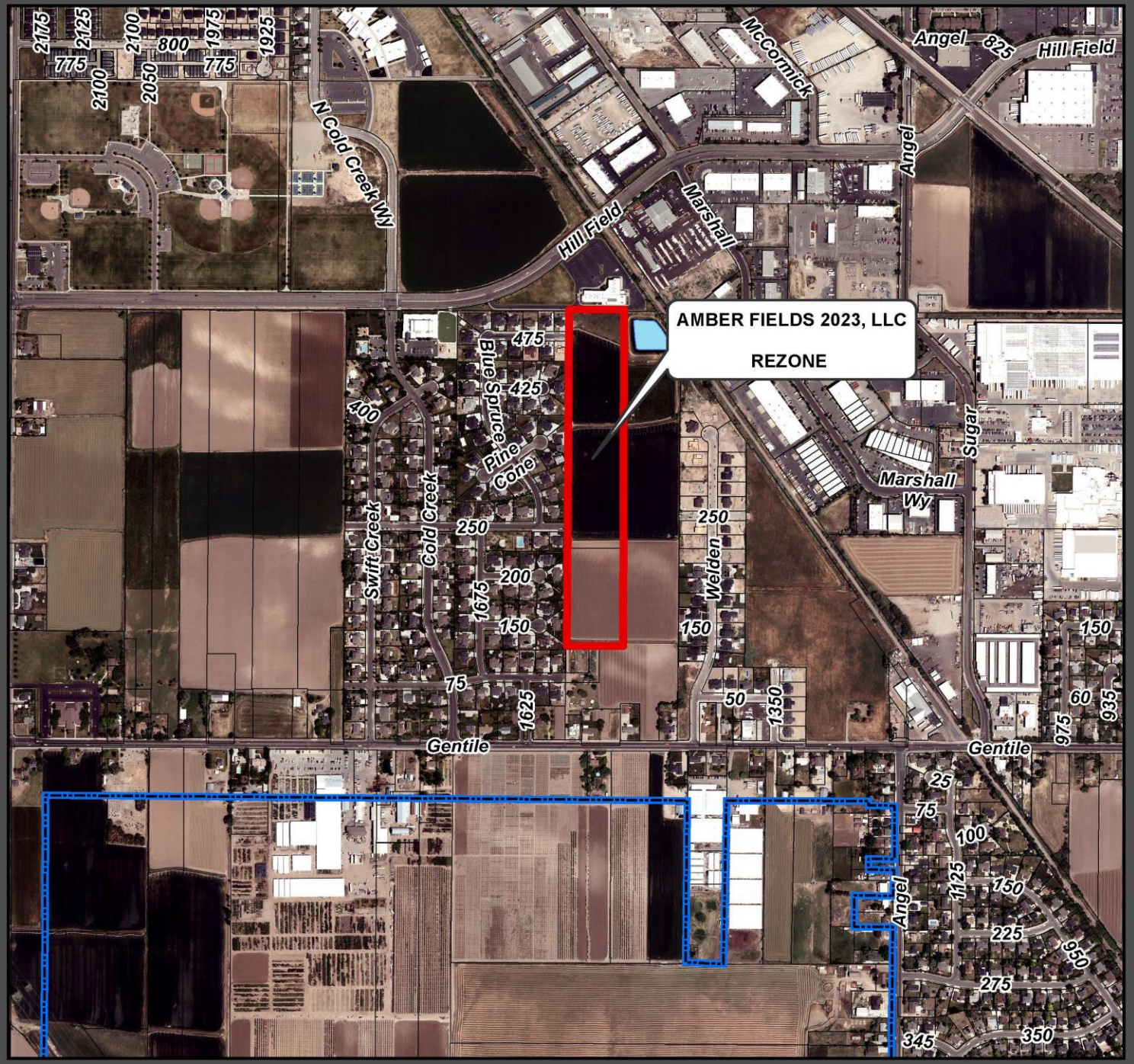
**Legend**

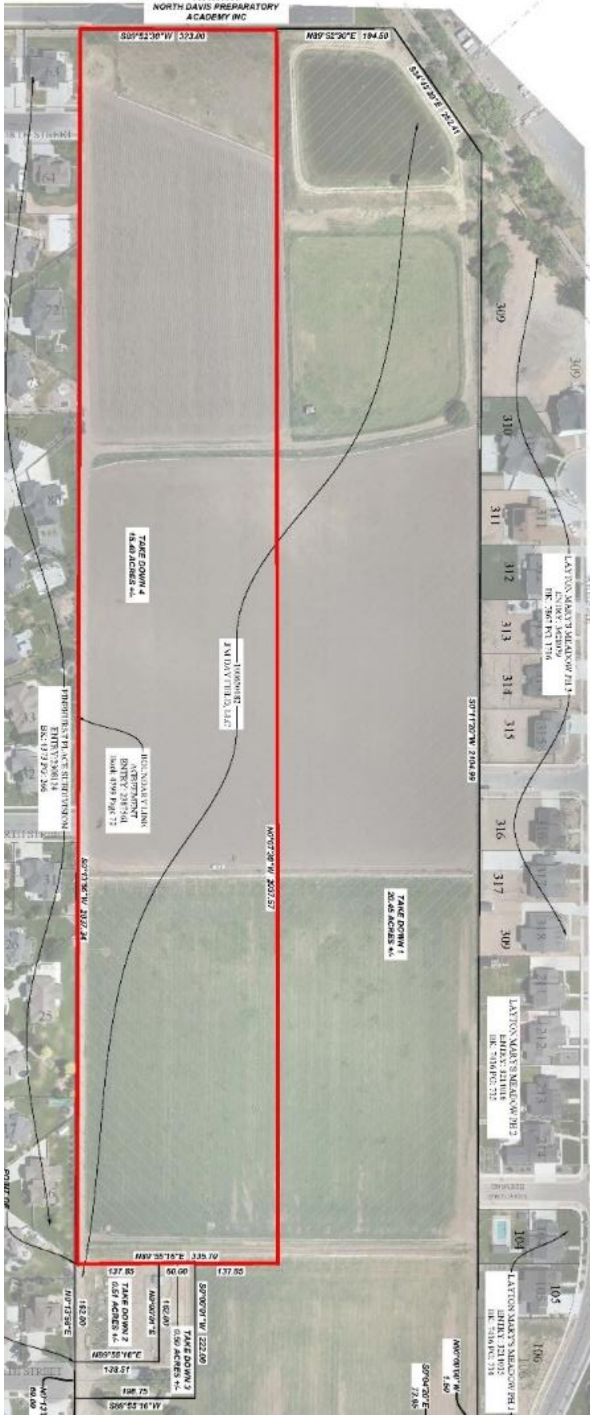
- Interstate Highways
- City Boundary
- Highways
- Lakes
- Streams

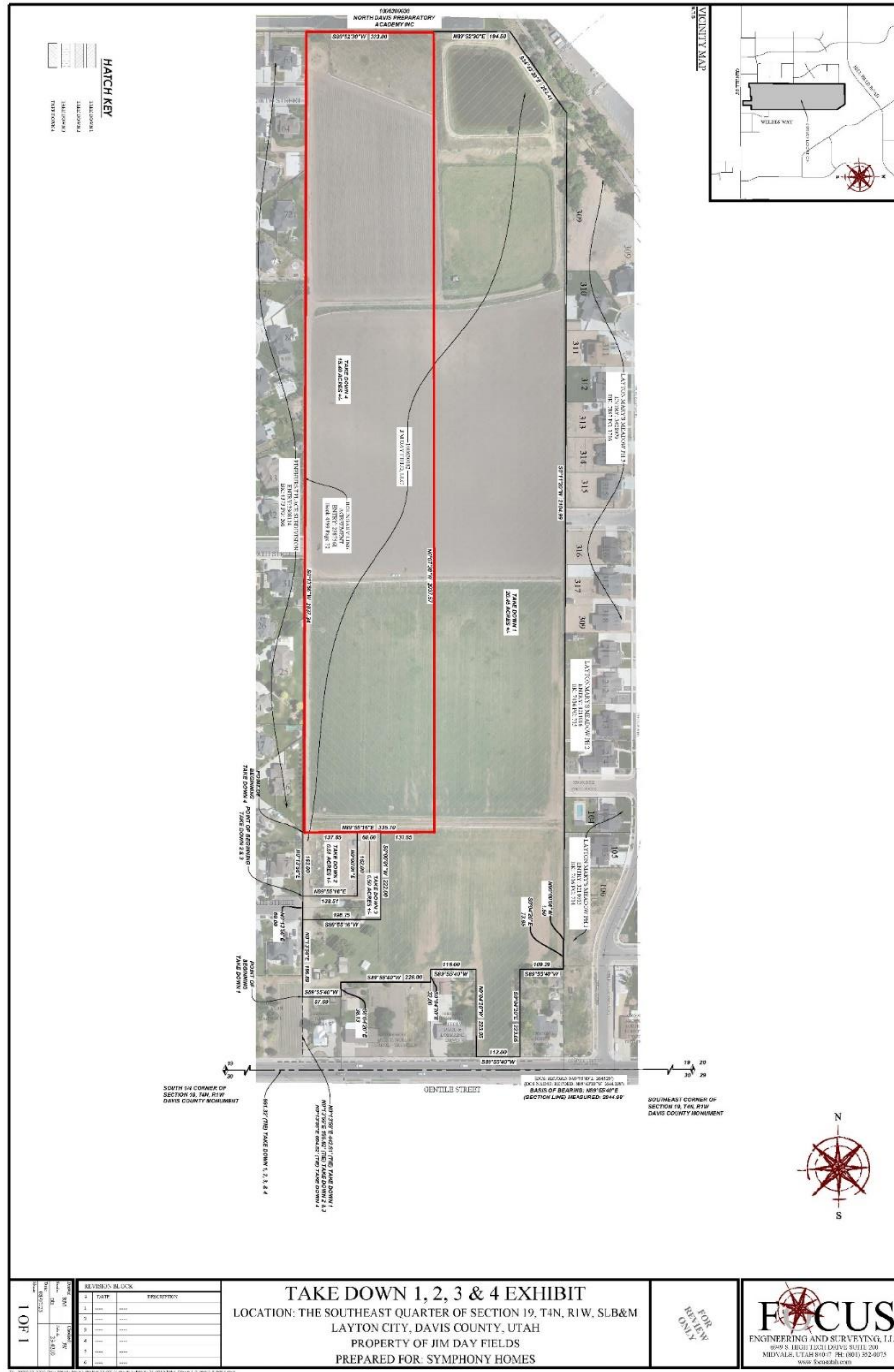
- Project Area

N W E S

# Map 3




NORTH DAVIS PREPARATORY ACADEMY INC
S89°52'30"W 323.00
N89°52'30"E 194.50
TAKE DOWN 4
15.49 ACRES +/-
JIM DAY FIELD, LLC
TAKE DOWN 1
20.45 ACRES +/-
N89°55'16"E 335.79
TAKE DOWN 2
0.57 ACRES +/-
TAKE DOWN 3
0.50 ACRES +/-
309
310
311
312
313
314
315
316
317
104
105
106


VICINITY MAP
HATCH KEY
NORTH DAVIS PREPARATORY ACADEMY INC
TAKE DOWN 4
15.49 ACRES +/-
TAKE DOWN 1
20.45 ACRES +/-
GENTILE STREET
SOUTH 1/4 CORNER OF SECTION 19, T4N, R1W DAVIS COUNTY MONUMENT
SOUTHEAST CORNER OF SECTION 19, T4N, R1W DAVIS COUNTY MONUMENT
N
S
REVISION BLOCK
TAKE DOWN 1, 2, 3 & 4 EXHIBIT
LOCATION: THE SOUTHEAST QUARTER OF SECTION 19, T4N, R1W, SLB&M
LAYTON CITY, DAVIS COUNTY, UTAH
PROPERTY OF JIM DAY FIELDS
PREPARED FOR: SYMPHONY HOMES
FOR REVIEW ONLY
1 OF 1
FOCUS
ENGINEERING AND SURVEYING, LLC



Parks & Recreation Department