



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

**SPECIAL 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 April 10, 2025.**

AGENDA ITEMS:

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

A. Layton City Council Work Meeting Minutes - January 16, 2025

2. MUNICIPAL EVENT ANNOUNCEMENTS:

3. VERBAL PETITIONS AND PRESENTATIONS:

A. Proclamation – Financial Literacy

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. An Agreement Between Layton City and Parkridge, Inc. Entitled Improvements Payback Agreement – Resolution 25-20 – Ridgeview East Subdivision Approximately 947 East Gordon Avenue

B. Agreement Between Layton City, The Nature Conservancy, and Kays Creek Irrigation Company for the Realignment of Irrigation Water – Resolution 25-21 – Approximately 1825 West Weaver Lane

C. Accept Bid Award – Cache Valley Electric Co. for Constitution Circle Pedestrian Lighting, Project 24-02 – Resolution 25-22 – 403 North Wasatch Drive

D. Plat Amendment – Tennis Academy of Utah Subdivision – 1st Amendment – 1248 West Gentile Street

6. PUBLIC HEARINGS:

A. Rezone Request with Concept Plan and Development Agreement – Davis Behavioral Health, Inc. – Rezone from C-H (Planned Highway Commercial) to MU (Mixed-Use) – Resolution 25-17 and Ordinance 25-09 – Approximately 850 South Main Street

B. Rezone Request with Concept Plan and Development Agreement – Hobbs Creek Villas PRUD – Rezone from R-S (Residential Suburban) to R-1-10 PRUD (Single Family Residential, Planned Residential Unit Development) – Resolution 25-16 and Ordinance 25-08 – Approximately 3265 North Hobbs Creek Drive

7. UNFINISHED BUSINESS:

ADJOURN:

Notice is hereby given that:

- 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. 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

This public notice is posted on the Utah Public Notice website www.utah.gov/pmn/, the Layton City website www.laytoncity.org, and at the Layton City Center.

In compliance with the Americans with Disabilities Act, persons in need of special accommodations or services to participate in this meeting shall notify the City at least 48 hours in advance at 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.

D R A F T

**MINUTES OF LAYTON CITY
COUNCIL WORK MEETING**

JANUARY 16, 2025; 5:32 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT:**

MAYOR JOY PETRO, ZACH BLOXHAM, CLINT MORRIS, TYSON ROBERTS, BETTINA SMITH EDMONDSON, AND DAVE THOMAS

STAFF PRESENT:

ALEX JENSEN, CLINT DRAKE, JADYN APPLONIE, WESTON APPLONIE, LON CROWELL, ED FRAZIER, AND KIM READ

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

Mayor Petro opened the meeting.

AGENDA:

MAYOR'S REPORT

Mayor Petro informed the Council NDS (North Davis Sewer District) was seriously considering a rate increase and requested direction and input from the Council. She explained the proposal would be similar to its previous rate increase which was implemented incrementally over three years. She reported the increase at that time was \$3.00 and \$2.50 had been discussed for this increase to also be implemented over a three-year time period. She stated the next board meeting was scheduled for February 13, 2025, and again solicited input from the Council.

She mentioned Wasatch Integrated Waste Management District (WIWMD) hadn't met this year; however, a meeting would be forthcoming. She announced Nathan Rich, Executive Director, had announced his retirement and provided a five-month notice to the Board.

It was reported during the COG (Council of Government) Meeting the original Homeless Task Force was considered functional by the State of Utah and participating COG members believed the legislature would be making some changes during the upcoming legislative session. She provided an update on the Code Blue warming shelter and reported the most individuals served on any one evening was seven and explained how the volunteers operated the shelter. A discussion followed.

COUNCILMEMBER'S REPORTS

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Councilmember Smith Edmondson announced the Communities that Care (CTC) retreat was scheduled for Thursday, January 23, 2025, from 12:00-4:00 PM. She invited the Council to attend and mentioned they would have the opportunity to participate in workshops. She added she would verify the location and send an email.

Councilmember Morris informed the Council the RAMP (Recreation, Arts, Museum, and Parks) Commission had met on Monday, January 13, 2025 and announced approximately 46 projects had been submitted and requested funding of approximately \$2.3 million. He reported there was approximately \$2 million dollars available.

Councilmember Roberts informed the Council Josie Newbold, Museum Curator, reported the Layton Heritage Museum had significantly surpassed visits from the previous year. He briefly mentioned the new program geared toward pre-schoolers and stated he would provide more details during the City Council Meeting.

Mayor Petro inquired about the Jigsaw Puzzle Tournament which took place on Friday, January 10, 2025. Councilmember Roberts responded there was room for 27 groups and 24 had signed up. He mentioned the Parks and Recreation Commission had met last week.

DISCUSSION REGARDING PROPOSED AMENDMENTS TO LAYTON CITY MUNICIPAL CODE REGARDING PERMANENT COSMETICS

Weston Applonie, City Planner, explained his presentation would explain the process at the request of the Council and reported Staff had continued to clarify a code regarding permanent cosmetics for the Council to review. He indicated the definitions of permanent cosmetics and tattoos had been separated in the proposed City Code and would be included in the Table of Land Uses, and would identify the various zones for each use. He shared a visual presentation which identified the different services provided by permanent cosmetics/makeup and reviewed some of those. He stated definitions were determined and based upon the number of visits required for services as well as the intention for the services; whether to create body art or a place to receive cosmetic services, similar to skin care, hair care, or nails on a regular basis.

He reviewed the language specific to uses within the PB (Professional Business) zone and explained why this particular land use was suitable for residential neighborhoods. He also reviewed the type of services

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provided at a tattoo establishment and explained why the C-H (Planned Commercial Highway) zone would be more suitable for this use. He expressed his opinion the City's definition and land use table was working. He also mentioned most tattoo establishments desired to be located on these highly traveled roads and corridors.

He reported Staff brought the proposed changes to the Planning Commission and it provided its own recommendation to the Council: that the Council not adopt the separate definitions and instead adopt a definition for body art which combined permanent cosmetics and tattooing, and also not allow body art within the PB zone. He explained Staff's perspective was that the proposed land uses functioned and operated separately, and had been doing so successfully for some time.

Staff was responding to the Council's request in bringing forth the proposed text amendment and was now seeking direction from the Council. A discussion followed.

Councilmember Bloxham clarified the Planning Commission's recommendation would be to make a change with what was allowed in the PB zone. Mr. Applonie responded in the affirmative and added this would create several non-conforming uses.

Councilmember Morris reported he had read the minutes and believed Staff's proposal had defined and separated the uses.

Councilmember Roberts clarified there were four tattoo establishments operating within the City and Mr. Applonie responded in the affirmative. Councilmember Roberts inquired how many salons/cosmetology facilities were offering permanent makeup services and Mr. Applonie responded the City didn't specifically track that information. He believed there were dozens; however, he pointed out there could be 15 individual operators leasing booth space in one particular establishment.

Councilmember Smith Edmondson expressed her opinion combining them would further perpetuate confusion and believed the proposed separation in the definitions provided clarity and was what the Council had requested.

A discussion took place regarding the Planning Commission's possible perspective resulting in its recommendation to the Council. The Council expressed appreciation to Staff with the proposed changes and directed Staff to proceed with bringing the proposal to the City Council for approval during a future meeting.

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RENEWAL OF A FRANCHISE AGREEMENT BETWEEN LAYTON CITY AND PACIFICORP, DBA ROCKY MOUNTAIN POWER – RESOLUTION 25-02

Jadyn Applonie, Deputy City Attorney, informed the Council, Rocky Mountain Power/PacifiCorp had requested renewal of its franchise agreement with Layton City. She briefly reviewed the following highlights:

- Access to City’s Right-of-ways
- Addresses relocation when necessary
- Allows City to inspect Rocky Mountain Power’s facilities and would repair damage to any landscaping
- City had right to use poles
- Addresses how the Agreement could be terminated
- Provides for indemnification
- Allows City to require removal of abandoned facilities
- Articulates remedies in potential breach of Agreement
- Section 1.1 Articulates the term of the Agreement

The identified term of the Agreement had always been five years since 1995. Rocky Mountain Power was requesting a term of 10 years, if approved by the Council and a discussion followed. A discussion followed.

OPEN AND PUBLIC MEETING ACT TRAINING

Clint Drake, City Attorney, shared a presentation regarding Open and Public Meetings Act with the Council. He emphasized the importance of taking their actions openly and conduct deliberations openly. He reviewed the circumstances in which a closed meeting could take place and the process to close a meeting. He also identified what was prohibited in a closed meeting. He briefly reviewed noticing requirements for a meeting. A discussion took place specific to ‘Unfinished Business’, the last item on City Council Agendas. He briefly reviewed emergency meetings, meeting records, and written minutes.

CONFLICT OF INTEREST TRAINING

Mr. Drake reviewed the Ethics Act with the Council and informed the Council each member would now be required to fill out and submit a Conflict of Interest Statement for placement on the City’s website and briefly reviewed the disclosure requirements. He identified the crimes identified in the Municipal

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Officers' and Employees' Ethics Act. He also reviewed new requirements associated with the disclosure statement as a result of recent legislation.

SEXUAL HARASSMENT TRAINING

Mr. Drake reviewed the City's Mission Statement, Values, and Expectations with the Council. He provided a training specific to harassment and/or sexual harassment.

He asked if there were any questions regarding any of the trainings and a discussion followed regarding a Councilmember's responsibility when participating in a closed meeting as a City representative on another Board or Agency.

PRESENTATION – MY HOMETOWN LAYTON

Mayor Petro introduced Mr. Steve Peterson, Associate Director of My Hometown for the State of Utah to the Council. Mr. Peterson shared a brief history associated with the Program. He explained the Program consisted of two factors:

1. Communication resource center
2. Days of Service

He stated the Program was tied to The Church of Jesus Christ of Latter-day Saints (LDS Church); however, the Program would be implemented by the City and they would provide assistance to the City. He mentioned several Layton residents were missionaries assigned to the Program. He explained how the Program had been implemented in Ogden City which promoted interfaith service related help. He identified participating businesses as the corporate component which had been instrumental in the success of Ogden's program. He announced Layton City had been approved by The Church of Jesus Christ of Latter-day Saints and reviewed some of those services provided. He reviewed some of the services provided within the following community areas: West Valley, Ogden, Salt Lake, Provo, and Orem. He shared a visual program and asked if there were any questions. He pointed out the Program's Vision Statement was: Listen, Love, and Lift which emphasized revitalization inner City areas and to provide resources to allow residents to help themselves. He added it was a cooperative venture between:

- Local governments
- Churches
- Businesses/NGO's (non-governmental organization)
- Neighbors

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He explained how the Community Resource Centers were beneficial to the Program. He also addressed the Days of Service component of the My Hometown Program and mentioned 5-6 days were designated in a year. He believed this financially benefitted cities and identified the City's responsibility with this component:

- Provide resources
- Guidance for projects
- Saves money on abatement
- Assume liability

A visual presentation highlighted Provo City and Mayor Kaufusi expressed how My Hometown had benefitted Provo City.

Mr. Peterson stated he would forward the presentation.

The meeting adjourned at 7:00 p.m.

Kimberly S Read, City Recorder

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

Item Number: 3.A.

Subject:

Proclamation – Financial Literacy

Background:

N/A

Alternatives:

N/A

Recommendation:

N/A

Whereas, Layton City encourages its residents to be energized and engaged in growing our economy while improving our communities; and

Whereas, the City also sees that a greater understanding and familiarity with financial markets will lead to increased economic activity and growth; and

Whereas, improving financial literacy empowers people to make better informed everyday money decisions so they can live a quality life without outliving their wealth and pass on their values, knowledge, and assets to future generations to make their lives and this world a better place, and

Whereas, financial education has been linked to improved lifestyles, lower delinquency rates for borrowers, higher participation and contribution rates in retirement plans, improved spending and saving habits, improved risk-management, higher net-worth with positive knowledge, attitude, and behavior changes; and

Whereas, this proclamation encourages citizens to carefully consider financial planning to build and preserve assets built over a lifetime for the benefit of family, friends, heirs, and nonprofits; and

Whereas, during the month of April, The Financial Awareness Foundation and the City encourage governmental agencies, educational institutions, the financial services industry, consumer groups, nonprofits, employers, and the news media to join together in a personal finance content media blitz through sharing articles, workshops and seminars, webinars, and other innovative activities that will educate and empower all to make wise informed lifelong financial decisions.

Now Therefore, Be It Resolved that I, Joy Petro, Mayor of Layton City, Utah, along with the Layton City Council, do hereby proclaim April 2025 as **Financial Literacy Month in Layton City.**

Further, I encourage all residents of all ages to learn the essential principles of smart money management and to get and keep your financial house in order with a current financial plan. Careful financial planning is necessary not just for your piece of mind, but to give you and your families the best possibilities to reach and maintain your financial goals and dreams.

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

Item Number: 5.A.

Subject:

An Agreement Between Layton City and Parkridge, Inc. Entitled Improvements Payback Agreement – Resolution 25-20 – Ridgeview East Subdivision Approximately 947 East Gordon Avenue

Background:

Parkridge, Inc. (Developer) has installed certain improvements, including storm drain, sanitary sewer, and culinary water improvements (Exceeded Improvements) that exceed the typical residential utility requirements, in conjunction with the Ridgeview East Subdivision. The installation of these Exceeded Improvements will benefit other properties than those owned by the Developer. Said improvements will be publicly owned and maintained by Layton City (City), once they have been granted final acceptance for the subdivision. The City desires to reimburse the Developer for the costs of the Exceeded Improvements, not directly associated with their property. The total reimbursement amount for all Exceeded Improvements is \$21,705.06.

Alternatives:

Alternatives are to: 1) Adopt Resolution 25-20 authorizing the execution of an agreement between Layton City and Parkridge, Inc. entitled Improvements Payback Agreement; 2) Adopt Resolution 25-20 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 25-20 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 25-20 authorizing the Mayor to execute the agreement between Layton City and Parkridge, Inc. entitled Improvements Payback Agreement.

RESOLUTION 25-20

**A RESOLUTION ADOPTING AND APPROVING AN AGREEMENT BETWEEN
LAYTON CITY AND PARKRIDGE, INC. ENTITLED IMPROVEMENTS
PAYBACK AGREEMENT**

WHEREAS, Parkridge, Inc. (hereinafter “Developer”) has installed certain improvements including storm drain, sanitary sewer and culinary water improvements (hereinafter “Exceeded Improvements”) in connection with Ridgeview East Subdivision at its own expense that exceed the typical utility requirements, said Exceeded Improvements are located within the boundary of the Ridgeview East subdivision located at approximately 947 East Gordon Avenue; and

WHEREAS, the installation by the Developer of said Exceeded Improvements benefit other properties than that owned by the Developer; and

WHEREAS, the Developer created the need for the improvements, but will dedicate and construct improvements that will benefit other properties; and

WHEREAS, Layton City (hereinafter “City”) desires to provide reimbursement to the Developer for the costs of the improvements that exceed the Developer’s proportionate share attributable to Ridgeview East Subdivision; and

WHEREAS, the City desires to provide reimbursement to the Developer for the costs of the Exceeded Improvements not directly associated with their property; and

WHEREAS, the City Council has determined that \$21,705.06 of the total cost should be reimbursed to the Developer; and

WHEREAS, the Developer and the City have agreed that the agreement entitled Improvements Payback Agreement represents the entire agreement between the parties; and

WHEREAS, the City Council deems it to be in the best interest of the City to adopt and approve the above mentioned agreement.

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

1. That the Improvements Payback Agreement between Layton City and Parkridge, Inc., which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor be authorized to execute said Agreement.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **10th day of April, 2025**.

JOY PETRO, Mayor

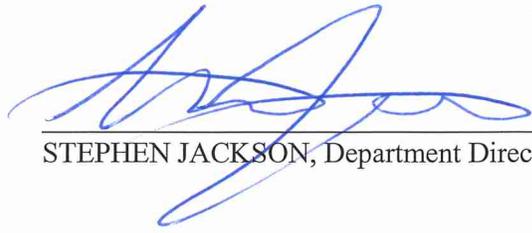
ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Clinton R. Drake", written over a horizontal line.

CLINTON R. DRAKE, City Attorney

A handwritten signature in blue ink, appearing to read "Stephen Jackson", written over a horizontal line.

STEPHEN JACKSON, Department Director

IMPROVEMENTS PAYBACK AGREEMENT
(Ridgeview East Subdivision)

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between Parkridge Inc., located in Davis County, Utah hereinafter called “Developer” and LAYTON CITY, a Municipal Corporation of the State of Utah, hereinafter called “City”.

WITNESSETH:

WHEREAS, Developer has installed certain improvements including storm drain, sanitary sewer, and culinary water improvements (**Exceeded Improvements**) in connection with Ridgeview East Subdivision at its own expense that exceed the typical utility requirements, said Improvements are located in Layton City, Davis County, State of Utah, and:

WHEREAS, the installation by the Developer of said Improvements benefit other properties than that owned by the Developer, and:

WHEREAS, the Developer created the need for the improvements, but will dedicate and construct improvements that will benefit other properties, and:

WHEREAS, the City desires to provide for the reimbursement to the Developer for the costs of the Improvements that exceed the Developer’s proportionate share attributable to Ridgeview East Subdivision;

NOW, THEREFORE, in consideration of the promises, the covenants and conditions herein contained, and the sums of money to be paid, it is hereby agreed as follows:

1. Cost – Developer has paid for the construction work and land, a total sum of **\$21,705.06** (invoices submitted March 6, 2025), which represents the cost of constructing the Exceeded Improvements in Ridgeview East Subdivision. The breakdown of costs is identified in a spreadsheet attached hereto as “Exhibit A.”
2. Reimbursable Costs – The reimbursement part of the project is as follows:
 - a. \$6,822.36 for the extension of an 8” culinary water main approximately 108 feet beyond the north access into the site. (see “Exhibit A”)
 - b. \$8,593.20 for the extension of an 8” sanitary sewer main approximately 108 feet beyond the north access into the site. (see “Exhibit A”)
 - c. \$6,289.50 for the increase from 15” storm drain to 18” storm drain and for the extension of an 18” storm drain approximately 79 feet beyond the north access into the site within 900 East Street within Ridgeview East Subdivision. (see “Exhibit A”)

The total reimbursement for all improvements shall be \$21,705.06.

3. Reimbursement – The City shall reimburse the Developer in the following ways:
 - a. The City has determined that there are 5.309 acres of property outside of the Ridgeview East that will be served by the culinary water line constructed by the Developer. The total reimbursable costs divided by 5.309 acres equals \$6,822.36. The City shall collect \$1,285.06 per acre from any other entity that connects to said culinary water.

The undeveloped parcel constituting 5.309 acres is identified on a map attached to this Agreement shown as "Exhibit B". The parcel within the payback area as listed in the current assessment rolls is parcel number 10-372-0001. This parcel shall pay their proportionate share in the amount of \$1,285.06 per acre. Costs shall be collected up to, but not exceed \$6,822.36. The City, prior to any party making any connection to the culinary water system, or upon application for a building permit for a dwelling or other main structure; or, prior to final approval of any subdivision on undeveloped land within the payback area, shall collect the per acre assessment. Said collections shall be forwarded and paid to the Developer on a monthly basis as they are collected until such time as this Agreement has expired, or Developer's cost has been paid in full, whichever comes first.

b. The City has determined that there are 5.309 acres of property outside of the Ridgeview East subdivision that will be served by the sanitary sewer line constructed by the Developer. The total reimbursable costs divided by 5.309 acres equals \$8,593.20. The City shall collect \$1,618.61 per acre from any other entity that connects to said sanitary sewer. The undeveloped parcel constituting 5.309 acres is identified on a map attached to this Agreement shown as "Exhibit B". The parcel within the payback area as listed in the current assessment rolls is parcel number 10-372-0001. This parcel shall pay their proportionate share in the amount of \$1,618.61 per acre. Costs shall be collected up to, but not exceed \$8,593.20. The City, prior to any party making any connection to the sanitary sewer system, or upon application for a building permit for a dwelling or other main structure; or, prior to final approval of any subdivision on undeveloped land within the payback area, shall collect the per acre assessment. Said collections shall be forwarded and paid to the Developer on a monthly basis as they are collected until such time as this Agreement has expired, or Developer's cost has been paid in full, whichever comes first.

c. The City has determined that there are 13.743 acres of property outside of the Ridgeview East subdivision that will be served by the storm drain line constructed by the Developer. The total reimbursable costs divided by 13.743 acres equals \$6,289.50. The City shall collect \$457.65 per acre from any other entity that connects to said storm drain. The undeveloped parcels constituting 13.743 acres are identified on a map attached to this Agreement shown as "Exhibit B". The parcels within the payback area as listed in the current assessment rolls are parcel numbers 10-003-0060 and 10-372-0001. These parcels shall pay their proportionate share in the amount of \$457.65 per acre. Costs shall be collected up to, but not exceed \$6,289.50. The City, prior to any party making any connection to the storm drain system, or upon application for a building permit for a dwelling or other main structure; or, prior to final approval of any subdivision on undeveloped land within the payback area, shall collect the per acre assessment. Said collections shall be forwarded and paid to the Developer on a monthly basis as they are collected until such time as this Agreement has expired, or Developer's cost has been paid in full, whichever comes first.

4. Ownership, Maintenance, and Inspection – Ownership of all the street improvements, which are the subject of this Agreement, shall be with the City. The City will assume full responsibility for maintenance of said street improvements in a time and manner consistent with the maintenance policies and ordinances of the City.
5. Limitation of Collection Period – It is further agreed that the City will collect fees as outlined under paragraph 2, for a period of ten (10) years from the date of this Agreement.

Payback agreements shall have a minimum operative term of 10 years. Any extensions thereto shall be consistent with the provisions of the Layton Municipal Code and Layton City payback agreement standards. Developer specifically agrees to accept the fees in fact collected during said ten-year period, and any extensions thereto, as full and final payment under this agreement. Further, the Developer agrees to hold Layton City harmless for any fees which for any reason are not collected.

6. City Capital Improvement Plan - The City maintains a Capital Improvements Plan (CIP), which delineates various infrastructure projects that are anticipated for construction within the City over a period of years. Said plan is reviewed and readopted on a yearly basis and is subject to change due to budgetary, priority and other reasons. Unless otherwise provided in this Agreement, the Developer may not rely on the CIP for reimbursement by a particular date for system improvements, which are indicated, for reimbursement in this agreement.
7. Nonappropriation Clause – Developer acknowledges that if Layton City fails, refuses, or otherwise determines to not appropriate funds for the purposes of this Agreement, that the City will be excused from performance hereunder, and not be subject to recourse hereunder. The City represents that it will exercise good faith in obtaining funding herefor.
8. Modifications – Any changes or modification of this Agreement by either party shall be in writing and signed by the City Manager.
9. Binding Effect of Agreement – This Agreement is binding on and shall inure to the benefit of the executors, administrators, heirs, successors, and assigns of the parties.
10. Third Parties – Nothing in this Agreement shall be construed to confer any rights upon any third party.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS Agreement on the date first written above.

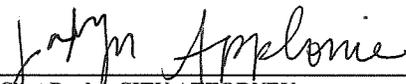
LAYTON CITY CORPORATION:

Joy Petro, MAYOR

ATTEST:

Kimberly S Read, CITY RECORDER

APPROVED AS TO FORM:

For: 

Clint Drake, CITY ATTORNEY

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

Item Number: 5.B.

Subject:

Agreement Between Layton City, The Nature Conservancy, and Kays Creek Irrigation Company for the Realignment of Irrigation Water – Resolution 25-21 – Approximately 1825 West Weaver Lane

Background:

The Nature Conservancy (TNC) historically has used the Kays Creek Irrigation Company's (the Company) irrigation ditch for transporting water to its property. This irrigation ditch branches off from Kays Creek, located in Layton near Angel Street, and then travels through a prescriptive easement along the Kaysville northern border, along the northern property of the present Kaysville's Westgate Estates Subdivision, where it empties into a drainage culvert and travels underneath the newly established UDOT West Davis Corridor, onto TNC's property.

TNC and the Company approached the City with the desire to find an alternative way to route secondary water to TNC's property through the City's park property, Kayscreek Estates Park (located at approximately 1825 West Weaver Lane), noting that TNC's access is very limited in being able to service the present alignment of the Company's prescriptive easement from the Layton/Kaysville borders; and that eventually the prescriptive easement will be abandoned.

City Staff has met with representatives of TNC and the Company to discuss the possibilities and benefits for each party.

Layton City, TNC, and the Company propose an agreement, with terms, for an exchange of water shares and the alignment of an easement to house an irrigation pipe, owned and maintained by TNC, within the City's park property, Kayscreek Estates Park.

Alternatives:

Alternatives are to: 1) Adopt Resolution 25-21 authorizing the Mayor to execute the Agreement between Layton City, The Nature Conservancy, and Kays Creek Irrigation Company for the realignment of irrigation water to be piped within the future site of Kayscreek Estates Park; 2) Adopt Resolution 25-21 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 25-21 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 25-21 authorizing the Mayor to execute the Agreement between Layton City, The Nature Conservancy, and Kays Creek Irrigation Company for the realignment of irrigation water to be piped within the future site of Kayscreek Estates Park.

RESOLUTION 25-21

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN LAYTON CITY, THE NATURE CONSERVANCY, AND KAYS CREEK IRRIGATION COMPANY FOR THE REALIGNMENT OF IRRIGATION WATER

WHEREAS, The Nature Conservancy (“TNC”) historically has used the Kays Creek Irrigation Company’s (“the Company”) irrigation ditch for transporting water to its property; and

WHEREAS, the Company’s irrigation ditch branches off from Kays Creek, located in Layton near Angel Street, and then travels through a prescriptive easement along the Kaysville northern border, along the northern property of the present Kaysville’s Westgate Estates Subdivision, where it empties into a drainage culvert and travels underneath the newly established UDOT West Davis Corridor, onto TNC’s property; and

WHEREAS, TNC and the Company approached the City with the desire to find an alternative way to route secondary water to TNC’s property through the City’s park property, Kayscreek Estates Park (located at approximately 1825 West Weaver Lane), noting that TNC’s access is very limited in being able to service the present alignment of the Company’s prescriptive easement from the Layton/Kaysville borders; and

WHEREAS, the prescriptive easement will eventually be abandoned; and

WHEREAS, City Staff has met with representatives of TNC and the Company to discuss the possibilities and benefits for each party; and

WHEREAS, Layton City, TNC, and the Company propose an Agreement, with terms, for an exchange of water shares and the alignment of an easement to house an irrigation pipe, owned and maintained by TNC, within the City’s park property, Kayscreek Estates Park; and

WHEREAS, it is deemed to be in the best interest of the City to enter into an Agreement with TNC and the Company.

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

1. That the City is hereby authorized to enter into an Agreement with TNC and the Company, which Agreement is attached hereto and incorporated herein by this reference.
2. That the Mayor is authorized to sign the attached Agreement.

AGREEMENT

This Agreement is entered into as of the ____ day of _____, 2025, by and between Kays Creek Irrigation Company (the “Company”), The Nature Conservancy (“TNC”), and Layton City (“City”), collectively referred to as the "Parties" and individually as a “Party.”

WHEREAS, TNC and the City are both presently shareholders in the Company;

WHEREAS, TNC holds the following shares in the Company, which TNC diverts and uses to irrigate land located within its Great Salt Lake Shorelands Preserve, collectively the “Kays Creek Shares;”

	Cert #	Shares	Acre Ft
Kays Creek Irr. Co.	1065	30	90.00
	TOTAL		90.00

WHEREAS, the City holds the following shares in the Davis and Weber Counties Canal Company (“DWCC”), collectively the “Davis and Weber Shares;”

	Cert #	Shares	Acre Ft
Davis and Weber	16709	4.00	24.00
Davis and Weber	16815	3.00	18.00
Davis and Weber	16941	2.00	12.00
Davis and Weber	16998	4.00	24.00
Davis and Weber	16610	2.00	12.00
	TOTAL	15.00	90.00

WHEREAS, the Company operates a pressurized irrigation system that serves approximately 95% of its shareholders, including the City, and an open ditch and related prescriptive easement (collectively, the “Ditch”) that serves TNC;

WHEREAS, the Parties anticipate that the remaining shareholders in the Company that receive their water from the Ditch will eventually connect to the pressurized irrigation system and that the Ditch system will subsequently be abandoned;

WHEREAS, the City and the Company have executed a Pressurized Irrigation System Transfer and Shareholder Agreement (“Transfer Agreement”) by which the City will eventually take ownership of the Company’s pressurized irrigation system and those shareholders connected to the system will convert from Company shareholders to City customers;

WHEREAS, the nature of TNC’s operations does not allow TNC to connect to the City’s pressurized system to receive the water represented by its Kays Creek Shares, and the Parties desire to enter into this Agreement to set forth a process by which TNC will exchange its Kays Creek Shares for the City’s Davis and Weber Shares and terminate TNC’s status as a shareholder in the Company;

WHEREAS, because the Ditch will eventually be abandoned, TNC needs to divert the Davis and Weber Shares from a new point of diversion the Company owns on Kays Creek;

WHEREAS, to convey the Davis and Weber Shares from the new point of diversion (the “New POD”) to the Great Salt Lake Shorelands Preserve, TNC needs to install a new irrigation pipeline along the western property boundary line of the future site of the City’s Kay’s Creek Estates Park, which is City-owned property that is currently undeveloped and located at approximately 1825 West Weaver Lane (the “Park”);

WHEREAS, the City will grant an easement to TNC for construction, installation, and maintenance of the new pipeline;

WHEREAS, the City and TNC will not exchange the Davis and Weber Shares and the Kays Creek Shares, and the City will not grant an easement unless and until all the terms and conditions of this Agreement are met as provided for herein; and

WHEREAS, the Parties desire to memorialize the understanding and obligations of the Parties concerning the preconditions to the exchange of the Davis and Weber Shares and the Kays Creek Shares and the grant of easement and construction of a new pipeline.

NOW THEREFORE, in consideration of the foregoing and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions:

1. Conditions Precedent to Layton City Grant of Easement: Share Exchange and Water Right Transfer Change Application

1.1 Exchange of Kays Creek Shares for Davis and Weber Shares: Contemporaneously with the execution of this Agreement, the City shall endorse and convey the certificates for the Davis and Weber Shares to TNC, and TNC will surrender the un-endorsed Kays Creek Share certificates to the City. The City shall hold the un-endorsed Kays Creek Share certificates in escrow, subject to satisfactory completion of the conditions in Sections 1.2 and 1.3. Pursuant to Article XI, Section 6, Subsection (2) of the Utah Constitution, the City acknowledges and agrees that the Kays Creek Shares will enable the City to meet the needs of its designated water service area to the same extent as the Davis and Weber Shares.

1.2 Preparation and Filing of Shareholder Change Application: Upon receipt of the endorsed Davis and Weber Share certificates from the City, TNC shall obtain new share certificates from DWCC listing TNC as the record owner of the shares, after which time TNC will prepare and file a shareholder change application (“Application”) based on the Davis and Weber Shares pursuant to Utah Code 73-3-3.5 in substantially the same form as Exhibit “A.” The proposed change will seek authorization for TNC to divert the Davis and Weber Shares from the New POD. TNC is responsible for pursuing approval of the Application at its expense.

1.3 Conveyance of Shares and Termination as Shareholder: Within thirty (30) days of the date the Utah Division of Water Rights’ issues a non-appealable and satisfactory approval of the

Application, TNC shall endorse the Kays Creek Share certificates to the City. For the purposes of this Agreement, approvals from DWCC and the Utah Division of Water Rights shall be “satisfactory” if they allow TNC to irrigate the same amount of acreage that it has historically irrigated with the Kays Creek Shares. TNC shall not purchase additional Kays Creek shares in the future.

1.4 No Warranty and Possible Denial of Application.

a. The Parties agree that no Party can warrant or guarantee that DWCC or the Utah Division of Water Rights will approve the Application.

b. If DWCC or the Division of Water Rights do not approve the Application in a satisfactory manner, TNC shall endorse and return the Davis and Weber Share certificates to the City and the City shall return the Kays Creek Share certificate(s) to TNC within thirty (30) days of the date the Utah Division of Water Rights issues an unappealable and unsatisfactory decision regarding the Application. Upon receipt of the Kays Creek Share certificates, TNC shall prepare a shareholder change application (“Second Application”) that is acceptable to the Company and that seeks authorization for TNC to divert the Kays Creek Shares from the New POD. TNC shall pursue approval of Second Application at its expense and the Company shall cooperate with TNC in seeking approval. The Second Application shall be in accordance with Utah Code 73-3-3, the Company’s Bylaws, the Transfer Agreement, and any other governing documents.

c. Following the Utah Division of Water Rights’ satisfactory approval of the Second Application contemplated in Section 1.4.b, the Parties shall take the following actions in sequential order:

i. The Parties shall negotiate and execute a mutually acceptable companion agreement by which TNC may receive storage water under the Company’s supplemental storage water rights (Water Rights Nos. 31-1036 and 31-683) to the same extent TNC has been entitled to receive such storage water as a shareholder in the Company, which the Parties agree and acknowledge may require the installation of a weir or other related infrastructure to supply the storage water to TNC;

ii. Upon satisfactory completion of the conditions in Subsection 1.4.c.i, the Company shall convey to TNC its portion of the Company’s water right currently represented by TNC’s 30 shares (i.e., Water Right 31-2485), representing approximately 90-acre-feet; and

iii. Upon satisfactory completion of the conditions in Subsection 1.4.c.ii, TNC shall surrender its Kays Creek Share certificates and terminate its status as a shareholder by executing an agreement with the Company in substantially the same form as Exhibit B.

1.5 Conveyance of the Company’s Easement through Kays Creek Estate Homeowners Association: The Company shall convey to TNC the Company’s interest in the Company’s

prescriptive easement through the Kays Creek Homeowners Association by executing a quit claim deed and bill of sale as mutually agreed to by the parties.

1.6 TNC Must be Current on Assessments: Prior to terminating TNC's status as a Company shareholder and authorizing the conveyance of the easement referred to in Section 1.5, TNC must be current on all the Company's regular and special assessments.

2. Installation of HDPE Pipeline through the Layton City Park (the "New Easement")

2.1 Granting of New Easement:

- a. Upon satisfaction of the conditions in Section 1, the City will grant TNC a New Easement in substantially the same form as Exhibit "C" to install a High Density Polyethylene (HDPE) irrigation pipeline (the "Pipeline") through the Park, in substantially the same form as Exhibit "C," with a reversionary interest if TNC's application for a 404 permit is approved as described in Section 2.2. below.
- b. TNC shall take ownership and maintain the Pipeline and related infrastructure as detailed in Exhibit "D" and as set forth herein.
- c. If any damage occurs to the Kays Creek Trail while accessing the infrastructure whether for construction or maintenance, TNC shall be responsible for the complete cost of any repairs or replacement of the trail.

2.2 Application for 404 Permit: Within one year of recording the New Easement, TNC shall in good faith apply for permission from the U.S. Army Corps of Engineers for a 404 permit to divert and reroute the Kays Creek ditch on the west side of the West Davis Highway ("404 Project") consistent with the alignment described in Exhibit "E".

- a. If TNC receives approval of the 404 Project, construction of the 404 Project shall be completed within two (2) years from approval by the U.S. Army Corps of Engineers.
- b. If the 404 Project is approved, the New Easement shall be extinguished upon completion of the 404 Project and Utah Division of Water Rights' satisfactory approval of a change application authorizing TNC to divert and use either the Davis and Weber Shares or its portion of the Company's water right, as applicable, from a point of diversion on Kays Creek to the west of the West Davis Highway, which TNC shall prepare, file, and prosecute at its expense.

2.3 Rejection of 404 Permit Application: In the event the U.S. Army Corps of Engineers rejects the application, TNC's application for the 404 Project and the New Easement becomes irrevocable, TNC agrees to:

- a. Maintain the Pipeline and diversionary structures within the easement as long as the Pipeline is in use, including but not limited to:

i. The Pipeline shall be cleaned as necessary to remove any buildup of sediment or debris to prevent flooding and ensure the unobstructed flow of water. The Pipeline shall be visually inspected at least annually before the irrigation season.

ii. Except in emergencies, TNC shall provide the City a minimum of 48 hours' notice before accessing, inspecting, or working within the easement. All such notices shall comply with Section 4.

iii. TNC shall be responsible for rehabilitating any disturbed ground or existing improvements including but not limited to sidewalks, parking lots, irrigation systems, etc.

iv. If the Pipeline is no longer in use, then it must be abandoned and properly decommissioned as directed by the Layton City Public Works Director.

b. The City shall make a good faith effort to avoid the Pipeline; however, subject to the below, TNC shall be responsible for all costs of any repairs or replacement of the Pipeline due to ongoing or completed work conducted by the City, including but not limited to maintenance of the existing native site, construction of the park, or maintenance of the park.

i. Except in the case of an emergency, the City shall provide reasonable notice to TNC when work in the park may affect the Pipeline. All such notices shall comply with Section 4.

2.4 Pipeline Installation: At the time of the Pipeline installation, TNC shall:

a. Installation Requirements: Ensure the installation of a fused HDPE pipe to create a solid pipe system, free of joints (see Exhibits "D" and "E" for the proposed alignment).

b. Upgrade of Existing Section: Upgrade the existing section of pipe within the park property boundaries to fused HDPE to create a solid pipe system free of joints per Layton City's Standards and Specifications at the time of submittal.

c. Install the Pipeline as set forth in Exhibit "D", which the City has reviewed and approved for compliance with this Agreement, and all applicable engineering standards, including but not limited to elevations.

d. After installation of the Pipeline has been substantially completed, TNC shall notify the City as provided for herein and the City shall inspect the Pipeline throughout construction. If the Pipeline is not compliant with Exhibit D, the City shall notify TNC of any deficiencies and TNC shall make the necessary improvements prior to continuing any further construction. If TNC does not receive any notification of deficiencies, the Pipeline is deemed approved.

3. Abandonment of Existing Kays Creek Easement through the Perry Homes development

3.1 Abandonment: After execution of this Agreement, the Company and TNC agree that the Company can abandon the existing Kays Creek easement through the Perry Homes development and associated homes located along the easement traveling northeast to Angel Street attached hereto as Exhibit "F." TNC agrees to cooperate and take any necessary actions to abandon the described easement at the Company's sole expense.

3.2 Safety Measures: For the existing irrigation structures along the existing irrigation system through the Perry Homes Development, which are no longer necessary once TNC moves its diversion location on Kays Creek to the location and Pipeline contemplated in Section 2, the Company agrees to:

- a. Close the ditch at 2212 W. 600 N. by lowering the headgate in Kays Creek and welding it shut; and
- b. At the diversion box located at 2278 W. 600 N:
 - i. lower the headgate that goes toward the Perry Homes subdivision, remove the wheel, and weld the top stem shut; and
 - ii. remove the headgate for Kays Creek.

4. Notices. Except as otherwise provided in this Agreement, any notice that any Party to this Agreement desires or is required to give to or make on another Party pursuant to this Agreement (in each case, a "Notice") will be in writing and will be served upon the Party being addressed at the most recent address that the addressed Party has provided for such purposes, by any of the following means: either (a) by delivery in person; (b) by certified U.S. mail, return receipt requested, postage prepaid; (c) by Federal Express or other reputable "overnight" delivery service, provided that next-business-day delivery is available and requested by the sender; and (d) by email. Telephone numbers are provided below for use in connection with "overnight" deliveries, not for giving notice by telephone. If delivered in person, a Notice will be deemed given immediately upon delivery (or refusal of delivery or receipt). If sent by certified mail, a Notice will be deemed given on the date deposited in the mail. If sent by Federal Express or other reputable "overnight" delivery service, a Notice will be deemed given on the date deposited with the delivery service. If sent by email, a Notice will be effective on the date sent. By a written Notice to all other parties, any Party may designate a replacement address. The Parties designate the following initial addresses for Notices to be sent to them:

If to TNC:

The Nature Conservancy
Attn: Kelley Hart, Utah Director of Conservation
559 E South Temple
Salt Lake City, UT 84102
Phone: 801-531-0999
E-Mail: Kelley.hart@tnc.org

With a copy to:

Chris Brown, Utah Director of Stewardship
Phone: 801-791-1661
E-Mail: Christopher.brown@tnc.org

If to the City:

Layton City
Attn: Alex Jensen, City Manager
437 N Wasatch Dr
Layton, UT. 84041
ajensen@laytoncity.org

With a copy to:
Public Works Director, Stephen Jackson
sjackson@laytoncity.org

Parks and Rec Director, David Price
dprice@laytoncity.org

If to the Company:

Kays Creek Irrigation Company
Attn: Scott Green
219 North 700 West
Morgan, UT 84050
Scottgreen1966@gmail.com

5. Conditionality and Remedies

5.1 Conditions for Finalization: In the event the conditions precedent in Section 1 are not fulfilled, the execution of the New Easement and abandonment of the existing Kays Creek easement shall not be finalized and this Agreement shall be considered null and void. Any infrastructure installed shall be at the full risk and expense of TNC. Except for the City's breach of this Agreement, the City shall not be liable for any costs or damages incurred by TNC for the construction, removal, repair maintenance or removal of said infrastructure.

5.2 Remedies and Attorney's Fees: Each Party reserves the right to pursue any and all remedies available under law or equity, including but not limited to, litigation, injunctions, specific performance, or other equitable relief, to enforce or interpret the provisions of this agreement. The pursuit of any one remedy shall not be deemed a waiver of any other remedy to which a Party may be entitled.

5.3 **Prevailing Party:** If a Party initiates legal action to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs incurred in such action. The Parties may agree to arbitrate or mediate such a claim.

6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the state courts located in Utah.

7. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by all Parties.

8. **Incorporation of Recitals and Exhibits:** All recitals and exhibits are incorporated fully as part of this Agreement.

9. **Counterparts:** This Agreement may be executed in multiple counterparts, which taken together shall constitute one and the same instrument and each of which shall be considered an original for all purposes.

10. **Effective Date:** This Agreement shall be effective on the date set forth above and no additional act or notice shall be required, and if required, are hereby waived.

11. **Term and Termination:** This Agreement shall begin on the Effective Date and shall terminate on the date the conditions in Sections 1, 2, 3, and 4 are satisfied.

12. **Severability:** In case any provision of this Agreement shall be invalid, illegal, or unenforceable, such provision shall be deemed to have been modified to the extent necessary to make it valid, legal, and enforceable. The validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13. **Necessary Act of Cooperation:** Each Party shall execute and deliver such additional documents and take such further actions as may reasonably be necessary to effectuate the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

[execution page follows]

CITY OF LAYTON

BY: _____

NAME: _____

ITS: _____

DATE: _____

ATTEST:

Kimberly S Read, City Recorder

Approved as to Form

By Jadyn Apple

Date 3.31.25

[Signature] 3.31.25
Parks & Recreations Director Date

THE NATURE CONSERVANCY

BY: Elizabeth Kitchens

NAME: Elizabeth Kitchens

ITS: Utah State Director

DATE: 3-25-25

KAYS CREEK IRRIGATION COMPANY

BY: [Signature]

NAME: Scott H. Coenen

ITS: _____

DATE: March 27, 2025

EXHIBIT A

Davis and Weber Shares Change Application

APPLICATION FOR PERMANENT CHANGE OF WATER

STATE OF UTAH

Rec. By _____

Fee _____

Receipt # _____

For the purpose of obtaining permission to make a permanent change of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Section 73-3-3 Utah Code Annotated, as amended.

*WATER RIGHT NO. _____ *APPLICATION NO. a _____

Changes are proposed in (check those applicable)

X point of diversion. _____ place of use. _____ nature of use. _____ period of use.

1. OWNER INFORMATION (CO-APPLICANTS)

Name(s): Davis and Weber Counties Canal Company Interest: 100 %

Address: 128 West 1300 North

City: Sunset State: UT Zip Code: 84015-2918

Name(s): The Nature Conservancy Interest: Shareholder %

Address: c/o of Nathan Bracken (Smith Hartvigsen, PLLC), 257 E. 200 S., Suite 500

City: Salt Lake City State: UT Zip Code: 84111

2. *PRIORITY OF CHANGE: _____ *FILING DATE: _____

*Is this change amendatory? (Yes/No): _____

3. RIGHT EVIDENCED BY: 15 shares represented by certificate nos. 16709, 16815, 16941, 16998, 16610

Prior Approved Change Applications for this right: _____

***** HERETOFORE *****

4. QUANTITY OF WATER: _____ cfs and/or 90. ac-ft.

5. SOURCE: Weber River

6. COUNTY: Davis

7. POINT(S) OF DIVERSION: See attached

Description of Diverting Works: _____

8. POINT(S) OF REDIVERSION

The water has been rediverted from _____ at a point: See attached

Description of Diverting Works: _____

9. POINT(S) OF RETURN

The amount of water consumed is _____ cfs or _____ ac-ft.

The amount of water returned is _____ cfs or _____ ac-ft.

The water has been returned to the natural stream/source at a point(s) _____

*These items are to be completed by the Division of Water Rights

Permanent Change

10. NATURE AND PERIOD OF USE

Irrigation: From 04/1 to 10/31
Stockwatering: From to
Domestic: From to
Municipal: From to
Mining: From to
Power: From to
Other: From to

11. PURPOSE AND EXTENT OF USE

Irrigation: 22.5 acres. Sole supply of 22.5 acres.
Stockwatering (number and kind):
Domestic: Families and/or Persons.
Municipal:
Mining: Mining District in the Mine.
Ores mined:
Power: Plant name: Type: Capacity:
Other (describe):

12. PLACE OF USE

Legal description of place of use by 40 acre tract(s): Davis and Weber Counties Canal Company service area.

13. STORAGE

Reservoir Name: Storage Period: from to
Capacity: ac-ft. Inundated Area: acres.
Height of dam: feet.
Legal description of inundated area by 40 acre tract(s):

***** THE FOLLOWING CHANGES ARE PROPOSED *****

14. QUANTITY OF WATER: cfs and/or 90.0 ac-ft.

15. SOURCE: Kays Creek (Surface)
Balance of the water will be abandoned: , or will be used as heretofore: X

16. COUNTY: Davis

17. POINT(S) OF DIVERSION (1) S 1086 ft, E 1067 ft, from N4 cor, Sec 31, T 4N, R 1W, SLBM

Description of Diverting Works:

COMMON DESCRIPTION: Concrete weir located within Kays creek with attached diversion box with 18" distribution pipe. Water is diverted by placing stop logs in weir which is then diverted into box with debris screen that delivers water to Property. Piping is 18" RCP (Reinforced Concrete Pipe). Excess water spills over headwall and continues down Kays creek waterway.

18. POINT(S) OF REDIVERSION

The water will be rediverted from at a point:

Description of Diverting Works:

19. POINT(S) OF RETURN

The water will be returned to the natural stream/source at a point(s): _____

20. NATURE AND PERIOD OF USE

Irrigation:	From	<u>04/01</u>	to	<u>10/31</u>
Stockwatering:	From	_____	to	_____
Domestic:	From	_____	to	_____
Municipal:	From	_____	to	_____
Mining:	From	_____	to	_____
Power:	From	_____	to	_____
Other:	From	_____	to	_____

21. PURPOSE AND EXTENT OF USE

Irrigation: 22.5 acres. Sole supply of 22.5 acres.
 Stockwatering (number and kind): _____
 Domestic: _____ Families and/or _____ Persons.
 Municipal: Francis City
 Mining: _____ Mining District in the _____ Mine.
 Ores mined: _____
 Power: Plant name: _____ Type: _____ Capacity: _____
 Other (describe): _____

22. PLACE OF USE

Legal description of place of use by 40 acre tract(s): Davis and Weber Counties Canal Company service area.

23. STORAGE

Reservoir Name: _____ Storage Period: from _____ to _____
 Capacity: _____ ac-ft. Inundated Area: _____ acres.
 Height of dam: _____ feet.
 Legal description of inundated area by 40 acre tract(s): _____

24. EXPLANATORY

The following is set forth to define more clearly the full purpose of this application. Include any supplemental water rights used for the same purpose. See attached.

 The undersigned hereby acknowledges that even though he/she/they may have been assisted in the preparation of the above-numbered application through the courtesy of the employees of the Division of Water Rights, all responsibility for the accuracy of the information contained herein, at the time of filing, rests with the applicant(s).

 Davis and Weber Counties Canal Company
 138 West 1300 North
 Sunset, Utah 84015-2918

 Nathan Bracken, Attorney
 obo The Nature Conservancy
 257 E. 200 S., Suite 500
 Salt Lake City, UT 84111

7. Point(s) of Diversion -- Surface:

- (1) S 2,820 feet E 1,930 feet, from NW corner, Section 10, T 2N, R 3E, SLBM
Divert Works: East Canyon Reservoir
Source: East Canyon Creek
- (2) N 1,811 feet E 1,679 feet from SW corner, Section 30, T 5N, R 1E, SLBM
Divert Works: Davis and Weber Counties Canal
Source: Weber River
- (3) N 1,821 feet E 1,669 feet from SW corner, Section 30, T 5N, R 1E, SLBM
Divert Works: Davis and Weber Counties Canal
Source: Weber River
- (4) N. 1,210 feet W 2,180 feet from SE corner, Section 25, T 5N, R 1W, SLBM
Divert Works: South Weber Diversion Canal
Source: Weber River
- (5) N 1,216 feet E 323 feet from S1/4 corner, Section 25, T 5N, R 1W, SLBM
Divert Works: South Weber Diversion Canal
Source: Weber River

8. Point(s) of Rediversion:

- (1) N 1,811 feet E 1,679 feet from SW corner, Section 30, T 5N, R 1E, SLBM
Divert Works: Davis and Weber Counties Canal
Source: East Canyon Reservoir (15000 AF Storage)
- (2) N 1,821 feet E 1,669 feet from SW corner, Section 30, T 5N, R 1E, SLBM
Divert Works: Davis and Weber Counties Canal
Source: East Canyon Reservoir

25. Explanatory:

This change seeks authorization to divert 90 acre-feet represented by 15 shares in Davis and Weber Counties Canal Company ("Company") from a new point of diversion on Kays Creek. The hereafter place of use for the shares is within the Company's service area and the period of use and purpose of use will remain unchanged.

EXHIBIT B
Shareholder Termination Agreement

SHAREHOLDER TERMINATION AGREEMENT

This Shareholder Termination agreement ("Termination"), is made as of _____, by and among Kays Creek Irrigation Company (the "Company") and The Nature Conservancy ("TNC"), collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, TNC is a shareholder in the Company.

WHEREAS, Parties and the City of Layton entered into that certain Agreement (the "Agreement"), dated _____, which is incorporated herein by reference;

WHEREAS, Section 1.4(c) of the Agreement requires TNC to terminate its status as a shareholder in the Company if the satisfaction of certain conditions precedent occur (the "Conditions"); and

WHEREAS, the Conditions have been satisfied and TNC desires to terminate its status as a shareholder in the Company pursuant to the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions:

1. **Termination**. Upon the Effective Date (defined below), TNC's status as a shareholder in the Company is terminated without any further action required by the Parties.
2. **Severability**. In case any provision of this Termination shall be invalid, illegal, or unenforceable, such provision shall be deemed to have been modified to the extent necessary to make it valid, legal, and enforceable. The validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
3. **No Modification Except in Writing**. None of the terms of this Termination may be modified, waived, altered, amended, supplemented, extended, consolidated, replaced, exchanged or otherwise changed except upon the prior written consent of each Party.
4. **Effective Date**. This Termination shall be effective on the date set forth above and no additional act or notice shall be required, and if required, are hereby waived.
5. **Miscellaneous**.
 - (a) This Termination constitutes the entire agreement among the Parties concerning its subject matter.

- (b) This Termination shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors and assigns.
- (c) This Termination may be executed in multiple counterparts, which taken together shall constitute one and the same instrument and each of which shall be considered an original for all purposes.
- (d) This Termination has been duly authorized and executed by the Parties, and constitutes a legal, valid and binding obligation of each Party, enforceable against each Party.
- (e) This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the state courts located in Utah.
- (f) This Termination, together with the Agreement, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

KAYS CREEK IRRIGATION COMPANY

BY: _____

NAME: _____

ITS: _____

DATE: _____

THE NATURE CONSERVANCY

BY: _____

NAME: _____

ITS: _____

DATE: _____

EXHIBIT C
New Easement

RECORD AGAINST THE FOLLOWING PARCEL OF LAND:

- Davis County Parcel No. 114050181

WHEN RECORDED, RETURN TO:

The Nature Conservancy
Legal Department
Attn: Laura Franzen
1101 West River Parkway, Suite 200
Minneapolis, MN 55415

Layton City Corporation
437 N Wasatch Dr.
Layton, UT 84041

GRANT OF IRRIGATION PIPELINE EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the CITY OF LAYTON (hereinafter referred to as "**Grantor**"), hereby grants and conveys unto THE NATURE CONSERVANCY, a District of Columbia non-profit corporation ("**Grantee**"), a non-exclusive easement (hereinafter, the "**Easement**") on Davis County Parcel No. 114050181 (the "**Property**"), which Easement is more particularly described as follows:

A TEN (10) FOOT WIDE DRAINAGE EASEMENT LOCATED IN THE NORTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LAYTON CITY, DAVIS COUNTY, UTAH AND THE CENTERLINE OF SAID EASEMENT (EASEMENT BEING FIVE (5) FEET ON EACH SIDE OF DESCRIBED CENTERLINE) BEING FURTHER DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT WHICH IS N 00°22'30" E, A DISTANCE OF 656.34 FEET AND N 90°00'00" W, A DISTANCE OF 62.27 FEET FROM THE CENTER OF SAID SECTION 31, SAID POINT ALSO HAVING NAD83, UTAH NORTH ZONE COORDINATE OF N=3,538,760.55, E=1,503,097.23 AND THENCE RUNNING: S 16°29'24" W, A DISTANCE OF 320.67 FEET TO A POINT; THENCE S 40°21'01" E, A DISTANCE OF 601.16 FEET TO A POINT; THENCE S 37°03'09" E, A DISTANCE OF 769.82 FEET TO THE TERMINUS OF SAID EASEMENT, SAID POINT ALSO HAVING NAD83, UTAH NORTH ZONE COORDINATE OF N=3,537,380.54, E=1,503,859.29.

THE ABOVE DESCRIPTION CONTAINING 16,916 SQUARE FEET OF AREA OR 0.388 ACRES, MORE OR LESS

I. GENERAL CONDITIONS

The Easement vests in Grantee a right of ingress and egress to and from, across, on, under, and through the Property with notice provided to Grantor at least two business days prior to

entering the Property unless access is required to respond to an emergency, for which no notice is required, as reasonably needed for Grantee to construct, access, operate, maintain, protect, repair, inspect, patrol, alter, remove, and replace, if needed, a single pipeline and related equipment and facilities described in **Exhibit A** (the pipeline and all such appurtenances are collectively referred to herein as the "**Pipeline**"). Grantee shall restore all property through which the work traverses to as near its original condition as is reasonably possible.

No other property owners may connect to the Pipeline unless Grantee and Grantor consent in writing to any such connection.

Grantor reserves the right to the use and enjoyment of the Property, provided that such use and enjoyment will not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder. Grantor further covenants and agrees that all portions of the Easement shall remain as park space and that Grantor shall notify Grantee before installing any fixture that would constitute an encroachment (collectively, "**Encroachments**"). **Grantor agrees to not** unreasonably impede Grantee's ability to access, operate, repair, replace, and maintain the Pipeline. Grantee shall not build or construct or permit to be built or constructed, any permanent building or other improvement over or across said easement.

GRANTOR acknowledges GRANTEE has acquired the Utah Department of Transportation's ("UDOT") written acceptance of occupying UDOT's perpetual easement (3443234 BK 7907 PG 672) and has provided a copy to the City prior to beginning construction of the Improvements. Grantee shall be responsible for any applications, costs and fees associated with said acceptance, if applicable. With regard to any construction, maintenance or repairs of the improvements, GRANTEE, at its sole cost, shall restore the easement and trail to as near its original condition as is reasonably possible.

II. RUNS WITH THE LAND

The Easement and all provisions thereof burden the Property as described above. Unless otherwise agreed to in writing by Grantor, the Easement and all provisions thereof benefit exclusively the parcels owned by Grantee as of the date of this instrument (Davis County Parcel Nos. 110890011, 110890012, 110900013, 110900025, 110900024, 110900023, 08017009). The Easement runs with the burdened and benefited parcels and is binding upon and inures to the benefit, obligation, and use of the successor owners of the Grantor's and Grantee's properties.

[Signature Pages Follow]

Grantor

IN WITNESS WHEREOF, LAYTON CITY has caused this **Grant of Irrigation Pipeline Easement** to be executed this ____ day of _____ 2025.

Acknowledgement

State of Utah)

§

County of Davis)

On this ____ day of _____ 2025, Alex Jensen, Layton City Manager personally appeared before me, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that they executed the foregoing **Grant of Irrigation Pipeline Easement**, for the purposes stated therein, of their own voluntary will and act.

Notary Public

My Commission Expires: _____

Residing at: _____

[notary seal]

Grantee

IN WITNESS WHEREOF, The Nature Conservancy has caused this **Grant of Irrigation Pipeline Easement** to be executed this 24 day of March 2025.

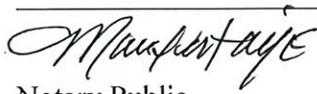


Elizabeth Kitchens
Utah State Director

Acknowledgement

State of Utah)
 §
County of Salt Lake)

On this 24 day of March, 2025, Elizabeth Kitchens personally appeared before me, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that she executed the foregoing **Grant of Irrigation Pipeline Easement**, for the purposes stated therein, of her own voluntary will and act.



Notary Public

My Commission Expires: 3/3/2029

Residing at: Salt Lake City, Utah

[notary seal]



EXHIBIT A

SURVEY EXHIBIT

LOCATED IN LAYTON CITY,
DAVIS COUNTY, UT.
NW, NE AND SE QUARTERS OF SEC. 31,
T.4 N. R.1 W. SLB&M

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO DELINEATE THE BOUNDARIES OF A DRAINAGE EASEMENT AS REQUESTED BY THE CITY OF LAYTON.
THE BASIS OF BEARINGS FOR THIS PROJECT IS THE BEARING BETWEEN THE CENTER OF SECTION 31 AND THE NORTH QUARTER CORNER OF SECTION 31, T.4N, R.1W, S.106N AS SHOWN ON THE PLAT HEREON.

NOTES:

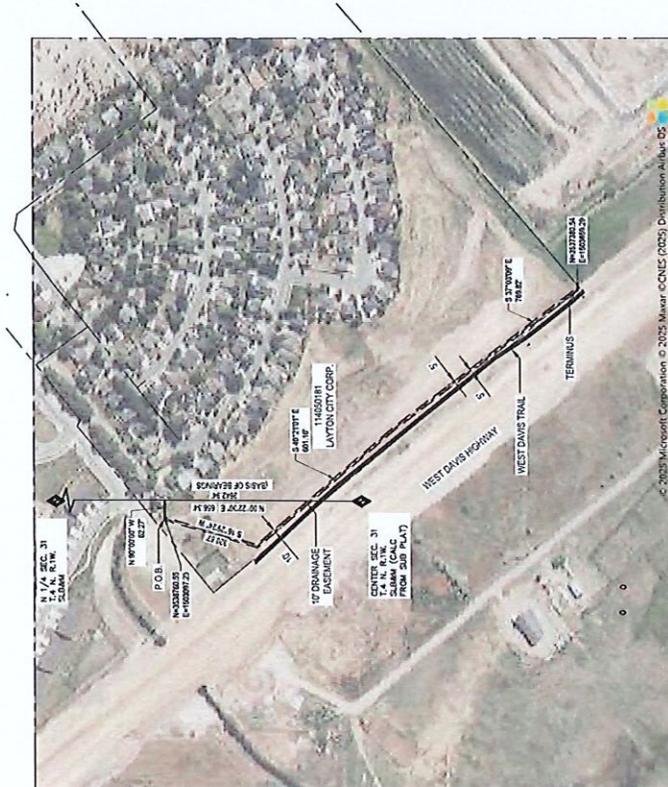
- HORIZONTAL DATUM IS REFERENCED TO NAD83, UTM, NORTH ZONE, GRID.
- ONLY DRAINAGE MANHOLE LOCATIONS ARE SHOWN HEREON. UNDERGROUND UTILITIES WOULD NEED TO BE MARKED AND LOCATED PRIOR TO ANY CONSTRUCTION.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. NO EASEMENTS SHOWN.

REFERENCES:

- KAYS CREEK PHASE 1A PRUD.
- KAYS CREEK PHASE ONE A PRUD.
- RDS 7613

EASEMENT DESCRIPTION

A TEN (10) FOOT WIDE DRAINAGE EASEMENT LOCATED IN THE NORTHWEST, NORTH-EAST AND SOUTH-EAST QUARTERS OF SECTION 31, T.4N, R.1W, S.106N RANGE AND LAYTON CITY, DAVIS COUNTY, UTAH AND THE CENTERLINE OF SAID EASEMENT BEING FIVE (5) FEET ON EACH SIDE OF DESCRIBED CENTERLINE BEING FURTHER DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT WHICH IS N 07°22'30" E, A DISTANCE OF 656.34 FEET AND N 90°00'00" W, A DISTANCE OF 62.27 FEET FROM THE CENTER OF SAID SECTION 31, SAID POINT ALSO HAVING NAD83 UTM NORTH ZONE COORDINATE OF N=3,538,760.55; S=4,959,979.23 AND THENCE THROUGH THE POINTS: 5 16°29'24" W, A DISTANCE OF 302.67 FEET TO A POINT; THENCE 5 40°21'01" E, A DISTANCE OF 601.16 FEET TO A POINT; THENCE 5 37°03'07" E, A DISTANCE OF 769.82 FEET TO THE TERMINUS OF SAID EASEMENT, SAID POINT ALSO HAVING NAD83 UTM NORTH ZONE COORDINATE OF N=3,537,388.64; E=4,958,893.25.
THE ABOVE DESCRIPTION CONTAINING 16,915 SQUARE FEET OF AREA OR 0.388 ACRES, MORE OR LESS.



UT-10688-24	1	1
ESMT-1		

DRAINAGE EASEMENT EXHIBIT
LOCATED IN LAYTON CITY,
DAVIS COUNTY, UT.
NW, NE AND SE QUARTERS OF SEC. 31,
T.4 N. R.1 W. SLB&M

6246 S. Deerfield Rd., Ste. 200 | Salt Lake City, UT 84123 | P: 801.309.5265 | www.cranesystems.com

PROJECT:	M. HIRST
DESIGNER:	A. THOMPSON
CHECKER:	J. BEHR
DATE:	R. BAKER
SCALE:	1"=50'
DATE:	MARCH 13, 2025

IF THE OWNER HAS ANY QUESTIONS REGARDING THIS DRAWING, PLEASE CONTACT THE DESIGNER AT THE ADDRESS LISTED BELOW. THE INFORMATION CONTAINED IN THIS DRAWING IS THE PROPERTY OF CRANESYSTEMS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CRANESYSTEMS, INC.

EXHIBIT D
Pipeline Plans

EXHIBIT E
*404 Project
Alignment*

EXHIBIT E

404 Project Alignment



404 Permit Reroute Option

Boothill Dr

1550 S

Red Park

Stetler Ave

Shoreline Junior High

Outwest Builders

177

Diversion Structure Here

2950 W

900 ft

Google Earth

Image © 2024 Airbus

EXHIBIT F

Map of Portions of Kays Creek Prescriptive Easement to Abandon

EXHIBIT F

Kay's Creek Prescriptive Easement to Abandon



Existing Kay's Creek Irrigation's Prescriptive Easement to be abandoned

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

Item Number: 5.C.

Subject:

Accept Bid Award – Cache Valley Electric Co. for Constitution Circle Pedestrian Lighting, Project 24-02 – Resolution 25-22 – 403 North Wasatch Drive

Background:

Resolution 25-22 authorizes the execution of an agreement between Layton City and Cache Valley Electric Co. for the Constitution Circle Pedestrian Lighting, Project 24-02 (Agreement), located at 403 North Wasatch Drive. The project includes the installation of twenty-two pedestrian light poles and two street poles.

On March 20, 2025, four bids were received, with Cache Valley Electric Co. submitting the lowest responsive, responsible bid in the amount of \$182,650.

Alternatives:

Alternatives are to: 1) Adopt Resolution 25-22 authorizing the City Manager to conduct negotiations and execute the Agreement between Layton City and Cache Valley Electric Co. for Constitution Circle Pedestrian Lighting, Project 24-02; 2) Adopt Resolution 25-22 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 25-22 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 25-22 authorizing the City Manager to conduct negotiations and execute the Agreement between Layton City and Cache Valley Electric Co. for Constitution Circle Pedestrian Lighting, Project 24-02.

RESOLUTION 25-22

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CACHE VALLEY ELECTRIC CO. FOR THE CONSTITUTION CIRCLE PEDESTRIAN LIGHTING, PROJECT 24-02

WHEREAS, Layton City desires to make pedestrian lighting improvements to Constitution Circle located at 403 North Wasatch Drive; and

WHEREAS, the City has issued the Advertisement for Bids for construction of pedestrian lighting improvements including the installation of a twenty-two pedestrian light poles and two street light poles; and

WHEREAS, the City received four bids for the construction of the referenced project on March 20, 2025, with the results of these bids attached hereto, for the Council's review; and

WHEREAS, Staff has reviewed and evaluated each response to the Advertisement for Bids and has found it to be in the best interest of the City to select Cache Valley Electric Co. as the contractor for the pedestrian lighting improvements; and

WHEREAS, the Council desires to authorize the acceptance and execution of the agreement (herein the "Agreement") between Cache Valley Electric Co. and Layton City for construction of the pedestrian lighting improvements; and

WHEREAS, the Council determines it to be in the best interest of the City to accept the Agreement for the pedestrian lighting improvements.

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

1. The City is hereby authorized to enter into the Agreement between Cache Valley Electric Co. and Layton City for construction of the Constitution Circle Pedestrian Lighting, Project 24-02, which is attached hereto and incorporated herein by this reference.

2. That the City Manager is authorized to execute the Agreement and any other documents necessary in furtherance of this Resolution.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **10th** day of **April, 2025**.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

Jodym Applonie
for: _____
CLINT DRAKE, City Attorney

David R. Price

DAVID R. PRICE,
Parks & Recreation Department Director

CONSTITUTION CIRCLE PEDESTRIAN LIGHTING
Project 24-02

Item No.	Items Written in Words	Qty	Unit	SALMON ELECTRICAL CONTRACTORS, INC. Amount (Dollars)	CACHE VALLEY ELECTRIC CO. Amount (Dollars)	PRIME POWER & ELECTRIC INC. Amount (Dollars)	CTI ELECTRIC Amount (Dollars)
1	All of the material, supplies, tools, equipment, surveying & staking, labor and other services/appurtenances necessary, including repairing any landscaping/irrigation disturbed, for the construction and completion of Project 24-02.	1	LS	\$152,900.00	\$182,650.00	\$259,995.00	\$262,150.00

Constitution Circle Pedestrian Lighting, Project 24-02 Total Base Bid: \$152,900.00 \$182,650.00 \$259,995.00 \$262,150.00

GRAND TOTAL \$152,900.00 \$182,650.00 \$259,995.00 \$262,150.00

Lowest responsive, responsible bid

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

Item Number: 5.D.

Subject:

Plat Amendment – Tennis Academy of Utah Subdivision – 1st Amendment – 1248 West Gentile Street

Background:

The applicant, Brad Frost representing Capital Reef Management, is requesting an amendment to the Tennis Academy of Utah Subdivision. The amendment involves adding 43,000 square feet or basically an acre of vacant property to the recorded plat, which is currently 100,000 square feet or 2.3 acres. With the amendment, the lot becomes 143,000 square feet or 3.3 acres in size.

The additional acre of vacant land being added to the subdivision will provide an area for outdoor tennis and pickleball courts for the tennis academy. The addition of these courts required an expansion or amendment of the conditional use permit. The amended conditional use permit was approved by the Planning Commission on February 25, 2025.

Alternatives:

Alternatives are to: 1) Approve the Tennis Academy of Utah Subdivision – 1st Amendment plat subject to meeting all City requirements as outlined in the Staff memorandums; or 2) Identify that the proposed Tennis Academy of Utah Subdivision – 1st Amendment plat is not compliant with the Layton City Municipal Code and Development Standards and deny the amended plat.

Recommendation:

On March 11, 2025, the Planning Commission voted unanimously to recommend the City Council approve the Tennis Academy of Utah Subdivision – 1st Amendment plat, subject to meeting all City requirements.

Staff supports the recommendation of the Planning Commission.



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

STAFF REPORT

To: City Council

From: Kem Weaver, Planner II

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

Date: April 10, 2025

Re: Plat Amendment - Tennis Academy of Utah Subdivision – 1st Amendment

Location: 1248 West Gentile Street

Zoning: A (Agriculture) and R-S (Residential Suburban)

Description:

The applicant, Brad Frost representing Capital Reef Management, is proposing to amend the Tennis Academy of Utah Subdivision. This private country club subdivision is adjacent to M-2 (Heavy Manufacturing/Industrial) properties to the east, existing single-family uses to the west and south, and future residential uses to the north.

Background:

The initial Tennis Academy of Utah Subdivision was recorded in November 2024 as a single-lot subdivision along the north side of Gentile Street at the intersection of Angel Street. Lot 1 includes the recently constructed private indoor tennis facility.

The proposal is to amend the plat to add another acre of vacant property to the private tennis center for outdoor tennis and pickleball courts. The recorded plat has Lot 1 with an area of 100,000 square feet or 2.3 acres, with the amendment, Lot 1 becomes 143,000 square feet or 3.3 acres in size.

On February 25, 2025, the Planning Commission approved the amended conditional use permit for an expansion of the private country club to include the additional acre for the outdoor tennis and pickleball courts.

Recommendation:

On March 11, 2025, the Planning Commission voted unanimously to recommend the Council approve the amended plat for Tennis Academy of Utah Subdivision – 1st Amendment plat subject to meeting all City requirements.

Staff supports the recommendation of the Planning Commission.



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 15 business days of a preliminary submittal and within 20 business days of a final submittal. Thank you.

MEMORANDUM

TO: Craig Jacobsen; craig@ovationhomesutah.com
Brad Frost; brad@ovationhomesutah.com
Cam Preston; cam@ensighutah.com

CC: CED Department/Fire Marshal

FROM: Shannon Hansen, Assistant City Engineer - Development

DATE: March 3, 2025

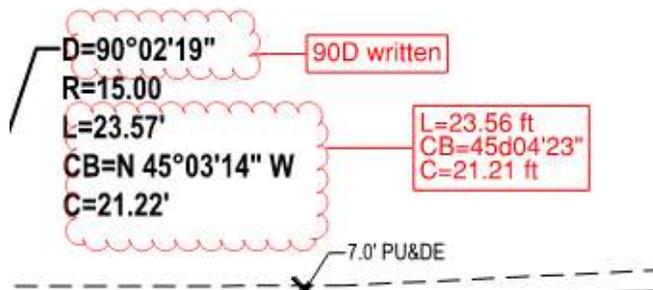
SUBJECT: Tennis Academy of Utah First Amended
1248 West Gentile
Final Plat – 1st submittal

I have reviewed the dedication plat and title report received on February 7, 2025 for the proposed Tennis Academy of Utah First Amended located at approximately 1248 West Gentile. The plat has been stamped “Approved as Corrected.” The following comments and corrections will need to be addressed prior to submitting the final mylar dedication plat for City signatures and recording.

Municipal Code (MC) and Development Guideline and Design Standard (DG) references provided in parenthesis.

Final Plat –

1. The curve information for the 4th call after point of beginning in the legal description is different from the curve information in the drawing which matches the curve information from the original dedication plat.



2. The length of the 12th call after the point of beginning (271.92) is different from the corresponding length on the original dedication plat (271.94).

3. The cardinal calls for the second locating call on the drawing will need to be changed from South East to North West to match the direction in the legal description.

Title Report –

1. The legal description for parcel 2 includes the entirety of parcel 10-065-0098, the majority of which will be developed into the Seboya subdivision. There are easements applicable to the overall parcel that are not applicable to the portion of the property to be included in subdivision amendment. The legal description should be reduced to include only the area within the boundary of this subdivision amendment.
2. All easements in the title report will need to be shown on the plat or removed from the report. Signature blocks for any remaining easements will need to be added to the plat. (DG 9.02.E.1.b)
3. All taxes shall be paid current prior to recording at the County. (DG 9.02.E.1.d)

Memorandum

To: Craig Jacobsen, Brad Frost, Cam Preston
CC: Community Development, Fire, & Engineering
From: JoEllen Grandy, Parks Planner – Parks & Recreation
Date: February 7, 2025
Re: Tennis Academy of Utah Sub. Amendment, Final Approval – 1248 W. Gentile St.
Review: Review 1

The Parks and Recreation Department has reviewed the plans submitted on February 7th for the Tennis Academy of Utah Subdivision Amendment located at 1248 West Gentile Street and has no comments or concerns regarding the plans submitted by the Tennis Academy of Utah.

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 15 business days of a preliminary submittal and within 20 business days of a final submittal. Thank you.



TENNIS ACADEMY
OF UTAH
SUBDIVISION

1248 WEST
GENTILE STREET
1ST AMENDMENT

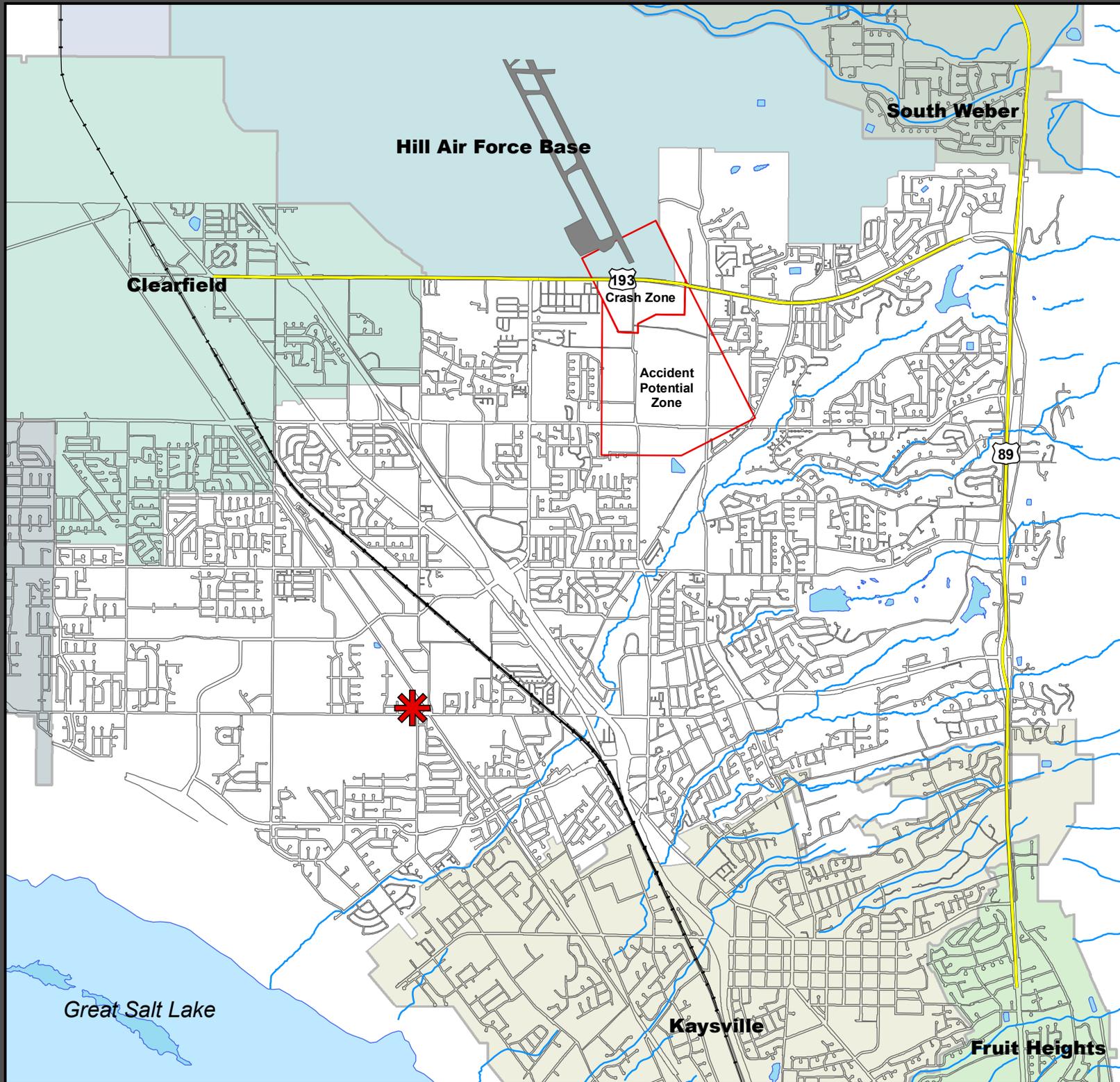
Legend

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

 - Project Site



Map 1



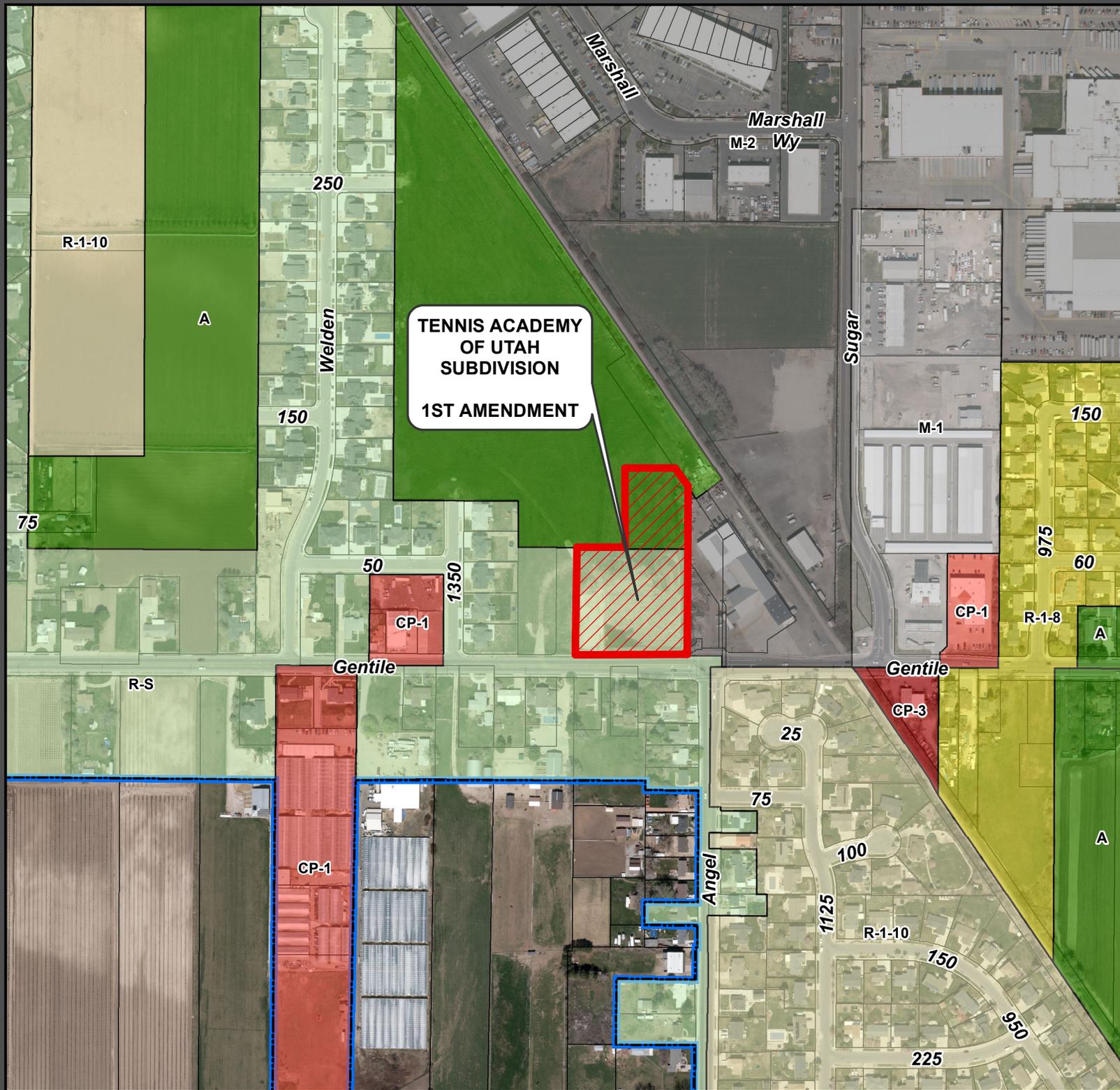
TENNIS ACADEMY
OF UTAH
SUBDIVISION

1248 WEST
GENTILE STREET
1ST AMENDMENT

Legend

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

 - Project Area



TENNIS ACADEMY
OF UTAH
SUBDIVISION

1248 WEST
GENTILE STREET
1ST AMENDMENT

Legend

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

 - Project Area



GENERAL NOTES:

- ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS (PU&DE) ARE 7' FRONT, 5' SIDE AND 5' REAR UNLESS OTHERWISE NOTED HEREON.
- UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PU&DE THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PU&DE AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PU&DE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PU&DE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PU&DE.
- PROTECT ALL EXISTING SECTION CORNERS AND STREET MONUMENTS. COORDINATE ALL SURVEY STREET MONUMENT INSTALLATION, GRADE ADJUSTMENT AND ALL REQUIRED FEES AND PERMITS WITH THE COUNTY SURVEYOR PRIOR TO DISRUPTION OF ANY EXISTING MONUMENTS.

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH County of Davis J.S.S.
 On the _____ day of _____ A.D., 20____, personally appeared before me, the undersigned Notary Public, in and for said County of _____, in the State of Utah, who after being duly sworn, acknowledged to me that he/she is the _____ of _____ and that he/she signed the Owner's Dedication freely and voluntarily for and in behalf of said Corporation by authority of a resolution of its Board of Directors for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

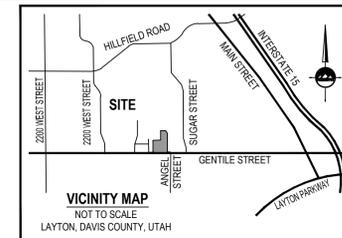
MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY, _____ NOTARY PUBLIC

TENNIS ACADEMY OF UTAH FIRST AMENDED

AMENDING LOT 1 TENNIS ACADEMY OF UTAH FIRST AMENDED SUBDIVISION

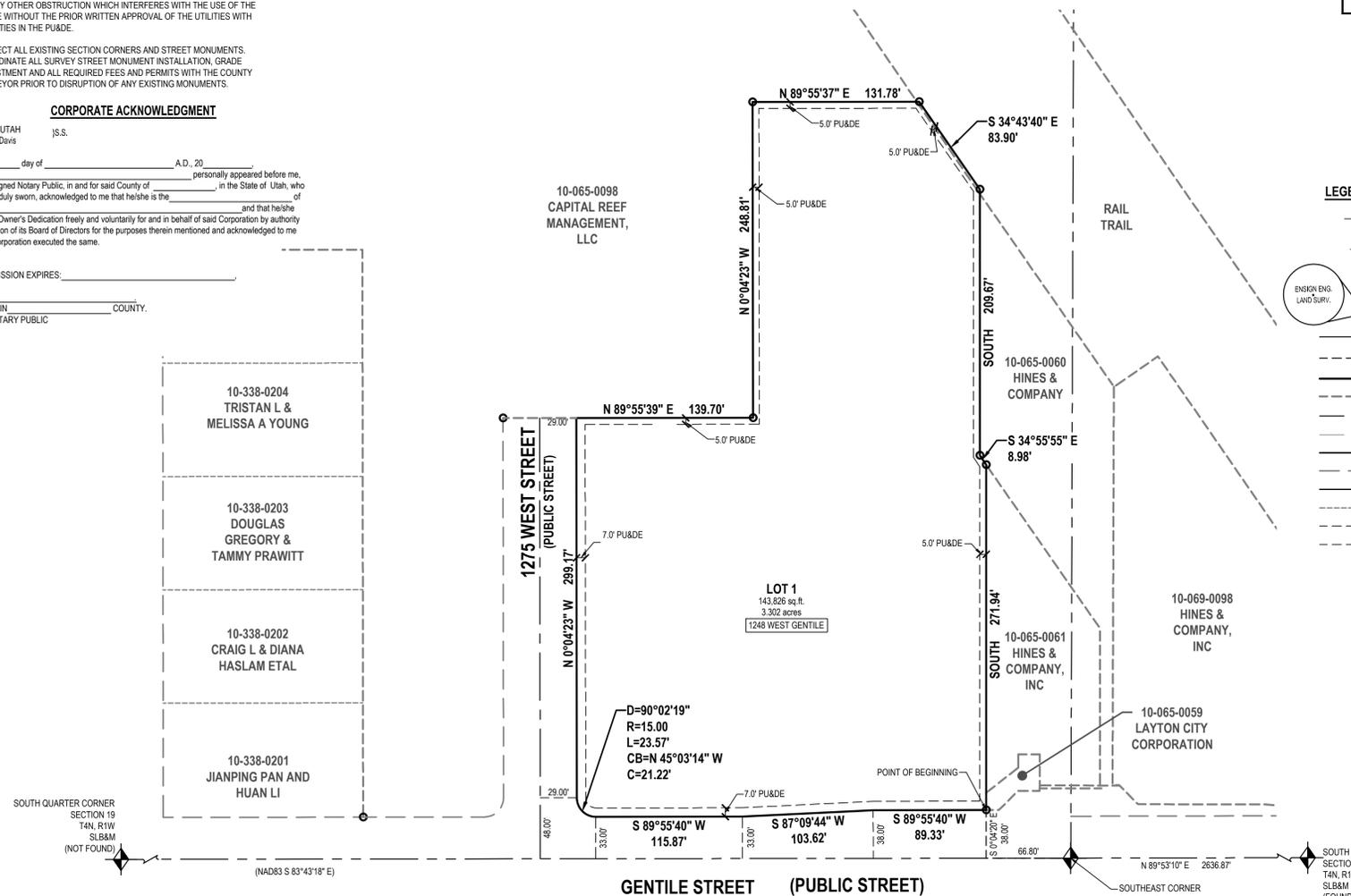
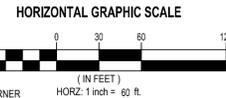
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19
 TOWNSHIP 4 NORTH RANGE 1 WEST
 SALT LAKE BASE & MERIDIAN
 LAYTON, DAVIS COUNTY, UTAH
 JANUARY 2025



DEVELOPER
CAPITAL REEF MANAGEMENT LLC
 520 N 900 W
 KAYSVILLE, UTAH 84037
 801.564.3898
BRAD FROST

LEGEND

- SECTION CORNER
- WITNESS MONUMENT
- PROPOSED STREET MONUMENT
- EXISTING STREET MONUMENT
- SET 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."
- SECTION LINE
- SECTION TIE LINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- ROAD CENTERLINE
- ADJACENT ROAD CENTERLINE
- RIGHT OF WAY
- ADJACENT RIGHT OF WAY
- LOT LINE
- ADJACENT LOT LINE
- EASEMENT
- TANGENT



CORPORATE ACKNOWLEDGMENT

STATE OF UTAH County of Davis J.S.S.
 On the _____ day of _____ A.D., 20____, personally appeared before me, the undersigned Notary Public, in and for said County of _____, in the State of Utah, who after being duly sworn, acknowledged to me that he/she is the _____ of _____ and that he/she signed the Owner's Dedication freely and voluntarily for and in behalf of said Corporation by authority of a resolution of its Board of Directors for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY, _____ NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, TRENT WILLIAMS, do hereby certify that I am a Licensed Land Professional Surveyor in the State of Utah, and that I hold License No. 8034679, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyor's Act, with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to accurately establish the lateral boundaries of the herein described tract of real property; and has been drawn correctly to the designated scale and is a true and correct representation of the herein described lands including in said subdivision, based upon data compiled from records of the Morgan County Recorder's Office. I further certify that all lots meet frontage width and area requirements of the applicable zone ordinances.

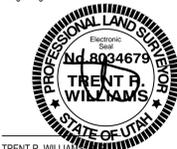
BOUNDARY DESCRIPTION

A parcel of land, situate in the Southeast Quarter of Section 19, Township 4 North, Range 1 West, Salt Lake base and Meridian, U.S. Survey, said parcel also located in Layton City, Davis County, Utah. Being more particularly described as follows:

Beginning at the Southeast Corner of the Tennis Academy of Utah Subdivision, said point being South 89°55'40" West 66.80 feet along the Section line (NAD83 Bearing being North 89°43'18" West per the Davis County Township Reference Plat between the Southeast Corner and the South Quarter Corner of said Section 19) and North 00°04'23" West 38.00 feet from the Southeast Corner of said Section 19 and running thence:

South 89°55'40" West 89.33 feet;
 thence South 87°09'44" West 103.62 feet;
 thence South 89°55'40" West 115.87 feet;
 thence northwesterly 23.56 feet along the arc of a 15.00-foot radius non-tangent curve to the right (center bears North 00°04'23" West and the long chord bears North 45°04'23" West 21.21 feet with a central angle of 90°00'00");
 thence North 00°04'23" West 299.17 feet;
 thence North 89°55'39" East 139.70 feet;
 thence North 00°04'23" West 248.81 feet;
 thence North 89°55'37" East 131.78 feet;
 thence South 34°43'40" East 83.90 feet;
 thence South 209.67 feet;
 thence South 34°55'55" East 8.98 feet;
 thence South 271.92 feet to the Point of Beginning.

Contains: 143,825 square feet or 3.302 acres.



January 8, 2025

DATE

TRENT R. WILLIAMS
LICENSE NO. 8034679

OWNER'S DEDICATION

We the undersigned owners of the herein described tract of land, do hereby set apart and subdivide the same into lots and streets (private streets, private rights-of-way) as shown hereon and name said tract:

TENNIS ACADEMY OF UTAH FIRST AMENDED

Dedicate to public use all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares.

Grant and dedicate a perpetual right and easement over, upon and under the lands designated hereof as public utility, storm water detention ponds, drainage easements and canal maintenance easement, the same to be used for the installation maintenance and operation of public utility service lines, storm drainage facilities, irrigation canals or for the perpetual preservation of water channels in their natural state whichever is applicable as may be authorized by the governing authority, with no buildings or structures being erected within such easements.

BY: TENNIS ACADEMY OF UTAH, LLC ITS: _____
 BY: GOLDEN WEST FEDERAL CREDIT UNION ITS: _____

BY: BLF INVESTMENTS ITS: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH County of Davis J.S.S.
 On the _____ day of _____ A.D., 20____, personally appeared before me, the undersigned Notary Public, in and for said County of _____, in the State of Utah, who after being duly sworn, acknowledged to me that he/she is the _____ of _____ a Limited Liability Company and that he/she signed the Owner's Dedication and Acknowledgement of Responsibilities freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____
 NOTARY PUBLIC RESIDING IN _____ COUNTY.

SHEET 1 OF 1

RECORD OF SURVEY

DATE: _____
 DRAWING No. _____
 PROJECT NUMBER: 117188
 MANAGER: C.PRESTON
 DRAWN BY: J.MOSS
 CHECKED BY: T.WILLIAMS
 DATE: 1/8/2025

TENNIS ACADEMY OF UTAH FIRST AMENDED

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19
 TOWNSHIP 4 NORTH RANGE 1 WEST
 SALT LAKE BASE & MERIDIAN
 LAYTON, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE _____
 PAID _____ FILED FOR RECORD AND
 RECORDED THIS _____ DAY OF _____ 20____
 AT _____ IN BOOK _____ OF OFFICIAL RECORDS
 PAGE _____

DAVIS COUNTY RECORDER

BY _____ DEPUTY RECORDER

ENSGN
 THE STANDARD IN ENGINEERING

LAYTON
 919 North 400 West
 Layton, UT 84041
 Phone: 801.547.1100
 WWW.ENSGNENG.COM

SANDY
 Phone: 801.255.0229

TOOELE
 Phone: 435.943.3590

CEDAR CITY
 Phone: 435.965.1443

RICHFIELD
 Phone: 435.896.2983

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
 BY THE LAYTON CITY ATTORNEY.

 LAYTON CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
 BY THE LAYTON PLANNING COMMISSION APPROVAL.

 CHAIRMAN, LAYTON CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
 BY THE LAYTON CITY ENGINEER.

 LAYTON CITY ENGINEER

CITY COUNCIL APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
 BY THE LAYTON CITY COUNCIL.

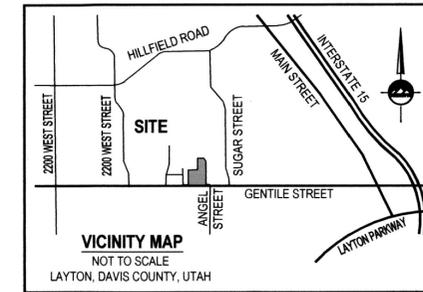
 CITY RECORDER CITY MAYOR

GENERAL NOTES:

- 1. ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS (PU&DE) ARE 7' FRONT, 5' SIDE AND 5' REAR UNLESS OTHERWISE NOTED HEREON.
2. UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PU&DE THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PU&DE AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PU&DE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PU&DE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PU&DE.
3. PROTECT ALL EXISTING SECTION CORNERS AND STREET MONUMENTS. COORDINATE ALL SURVEY STREET MONUMENT INSTALLATION, GRADE ADJUSTMENT AND ALL REQUIRED FEES AND PERMITS WITH THE COUNTY SURVEYOR PRIOR TO DISRUPTION OF ANY EXISTING MONUMENTS.

RECORDED PLAT

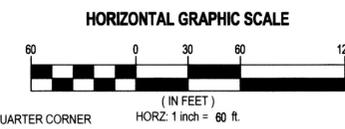
TENNIS ACADEMY OF UTAH
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19
TOWNSHIP 4 NORTH RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
LAYTON, DAVIS COUNTY, UTAH
SEPTEMBER 2024



DEVELOPER
CAPITAL REEF MANAGEMENT LLC
520 N 900 W
KAYSVILLE, UTAH 84037
801.564.3898
BRAD FROST

LEGEND

- SECTION CORNER
WITNESS MONUMENT
PROPOSED STREET MONUMENT
EXISTING STREET MONUMENT
SET 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED 'ENSGN ENG. & LAND SURV.'
SECTION LINE
SECTION TIE LINE
PROPERTY LINE
ADJACENT PROPERTY LINE
ROAD CENTERLINE
ADJACENT ROAD CENTERLINE
RIGHT OF WAY
ADJACENT RIGHT OF WAY
LOT LINE
ADJACENT LOT LINE
EASEMENT
TANGENT



CORPORATE ACKNOWLEDGMENT

STATE OF UTAH County of Davis J.S.
On the ___ day of ___, A.D., 20___, personally appeared before me, the undersigned Notary Public, in and for said County of ___, in the State of Utah, who after being duly sworn, acknowledged to me that he/she is the ___ of ___ and that he/she signed the Owner's Dedication freely and voluntarily for and in behalf of said Corporation by authority of a resolution of its Board of Directors for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: ___

RESIDING IN ___ COUNTY, NOTARY PUBLIC

10-065-0098
CAPITAL REEF MANAGEMENT, LLC

10-065-0060
HINES & COMPANY SOUTH 25.69' S 34°55'55" E 8.98'

10-069-0098
HINES & COMPANY, INC

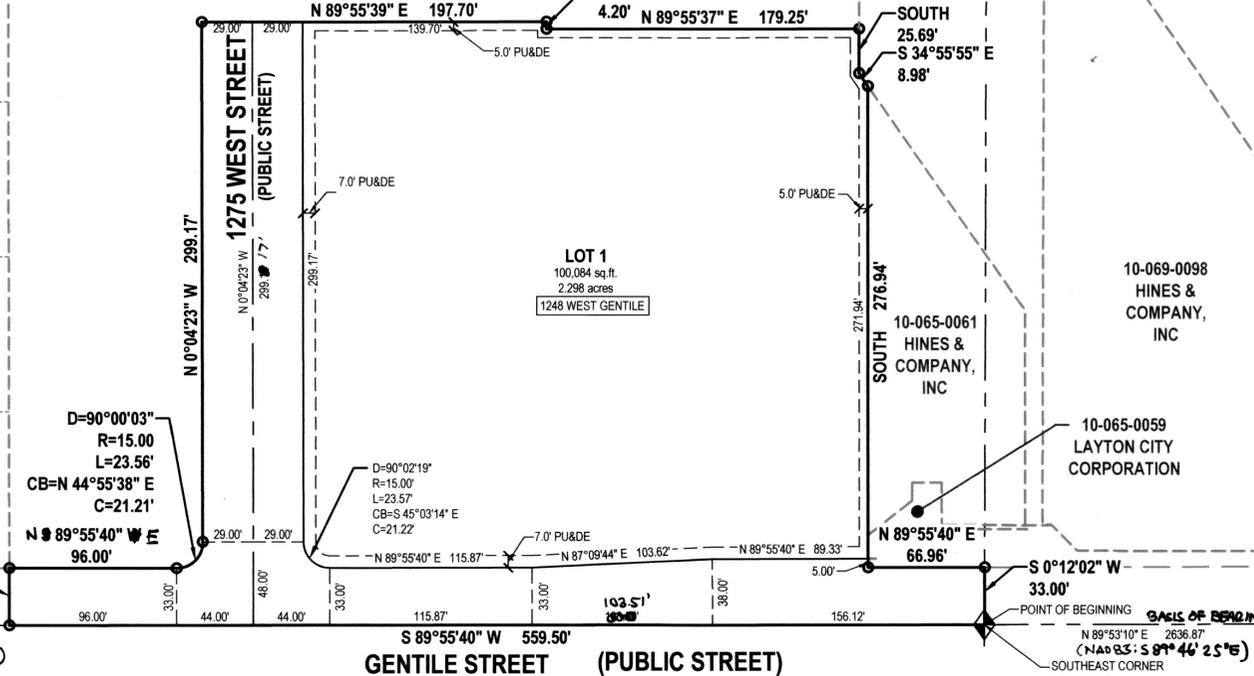
10-065-0059
LAYTON CITY CORPORATION

10-338-0204
TRISTAN L & MELISSA A YOUNG

10-338-0203
DOUGLAS GREGORY & TAMMY PRAWITT

10-338-0202
CRAIG L & DIANA HASLAM ETAL

10-338-0201
JIANPING PAN AND HUAN LI



CORPORATE ACKNOWLEDGMENT

STATE OF UTAH County of Davis J.S.
On the ___ day of ___, A.D., 20___, personally appeared before me, the undersigned Notary Public, in and for said County of ___, in the State of Utah, who after being duly sworn, acknowledged to me that he/she is the ___ of ___ and that he/she signed the Owner's Dedication freely and voluntarily for and in behalf of said Corporation by authority of a resolution of its Board of Directors for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: ___

RESIDING IN ___ COUNTY, NOTARY PUBLIC

ENSGN THE STANDARD IN ENGINEERING
LAYTON 919 North 400 West Layton, UT 84041 Phone: 801.547.1100 WWW.ENSGNENG.COM
SANDY Phone: 901.255.0629
TOOELE Phone: 435.843.3690
CEDAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.996.2983

CITY ATTORNEY'S APPROVAL
APPROVED THIS 21 DAY OF October, 2024 BY THE LAYTON CITY ATTORNEY.
Layton City Attorney

PLANNING COMMISSION APPROVAL
APPROVED THIS 22 DAY OF October, 2024 BY THE LAYTON PLANNING COMMISSION APPROVAL.
Chairman, Layton City Planning Commission

CITY ENGINEER'S APPROVAL
APPROVED THIS 17 DAY OF October, 2024 BY THE LAYTON CITY ENGINEER.
Layton City Engineer

Land Use CITY COUNCIL APPROVAL
APPROVED THIS 24th DAY OF October, 2024 BY THE LAYTON CITY COUNCIL.
City Recorder, City Mayor

DAVIS COUNTY RECORDER
ENTRY NO. 3595159 FEE PAID \$525 FILED FOR RECORD AND RECORDED THIS 14th DAY OF NOV. 2024 AT 2:57 IN BOOK 8627 OF OFFICIAL RECORDS PAGE 1045
Richard M. Barthelemy DAVIS COUNTY RECORDER

SURVEYOR'S CERTIFICATE

I, TRENT WILLIAMS do hereby certify that I am a Licensed Land Professional Surveyor in the State of Utah, and that I hold License No. 8034679 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act, with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to accurately establish the lateral boundaries of the herein described tract of real property, and has been drawn correctly to the designated scale and is a true and correct representation of the herein described lands including in said subdivision, based upon data compiled from records of the Morgan County Records Office. I further certify that all lots meet frontage width and area requirements of the applicable zone ordinances.

BOUNDARY DESCRIPTION

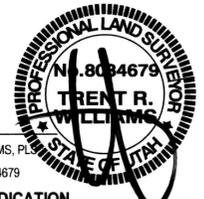
TENNIS ACADEMY DESCRIPTION

A PARCEL OF LAND, SITUATE IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, SAID PARCEL ALSO LOCATED IN LAYTON CITY, DAVIS COUNTY, UTAH. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT SOUTHEAST CORNER OF SAID SECTION 19 (NAD83 BEARING BEING NORTH 89°43'18" WEST PER THE DAVIS COUNTY TOWNSHIP REFERENCE PLAT BETWEEN THE SOUTHEAST CORNER AND THE SOUTH QUARTER CORNER OF SAID SECTION 19) AND RUNNING THENCE:
SOUTH 89°55'40" WEST 559.50 FEET;
THENCE NORTH 00°04'20" WEST 33.00 FEET;
THENCE NORTH 89°55'40" EAST 96.00 FEET;
THENCE NORTHEASTERLY 23.56 FEET ALONG THE ARC OF A 15.00-FOOT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 00°04'24" WEST AND THE LONG CHORD BEARS NORTH 44°55'38" EAST 21.21 FEET WITH A CENTRAL ANGLE OF 90°00'03");
THENCE NORTH 00°04'23" WEST 299.17 FEET;
THENCE NORTH 89°55'39" EAST 197.70 FEET;
THENCE SOUTH 00°04'23" EAST 4.20 FEET;
THENCE NORTH 89°55'37" EAST 179.25 FEET;
THENCE SOUTH 25.69 FEET;
THENCE SOUTH 34°55'55" EAST 8.98 FEET;
THENCE SOUTH 276.94 FEET;
THENCE NORTH 89°55'40" EAST 66.96 FEET;
THENCE SOUTH 00°12'02" WEST 33.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 137,574 square feet or 3.158 acres.

SEPTEMBER 23, 2024 DATE

TRENT R. WILLIAMS LICENSE NO. 8034679



OWNER'S DEDICATION

We the undersigned owners of the herein described tract of land, do hereby set apart and subdivide the same into lots and streets (private streets, private rights-of-way) as shown hereon and name said tract:

TENNIS ACADEMY OF UTAH

Dedicate to public use all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares. Grant and dedicate a perpetual right and easement over, upon and under the lands designated hereof as public utility, storm water detention ponds, drainage easements and canal maintenance easement, the same to be used for the installation maintenance and operation of public utility service lines, storm drainage facilities, irrigation canals or for the perpetual preservation of water channels in their natural state whichever is applicable as may be authorized by the governing authority, with no buildings or structures being erected within such easements.

BY: TENNIS ACADEMY OF UTAH, LLC ITS: [Signature]

BY: GOLDEN WEST FEDERAL CREDIT UNION ITS: [Signature]

BY: BLF INVESTMENTS ITS: [Signature]

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH County of DAVIS J.S.
On the 30th day of September, A.D., 2024, Brad L Frost personally appeared before me, the undersigned Notary Public, in and for said County of Davis in the State of Utah, who after being duly sworn, acknowledged to me that he/she is the Manager of Tennis Academy of Utah, a Limited Liability Company and that he/she signed the Owner's Dedication and Acknowledgement of Responsibilities freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.
MY COMMISSION EXPIRES: November 22, 2027
Lisa M Barthelemy Notary Public, State of Utah Commission # 734081 My Commission Expires On November 22, 2027

TENNIS ACADEMY OF UTAH

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19 TOWNSHIP 4 NORTH RANGE 1 WEST SALT LAKE BASE & MERIDIAN LAYTON, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

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

Item Number: 6.A.

Subject:

Rezone Request with Concept Plan and Development Agreement – Davis Behavioral Health, Inc. – Rezone from C-H (Planned Highway Commercial) to MU (Mixed-Use) – Resolution 25-17 and Ordinance 25-09 – Approximately 850 South Main Street

Background:

The applicant, Sam Ball representing Davis Behavioral Health, Inc., is requesting a rezone for the subject property. The rezone request is to change the current zone from C-H to MU. The request for the rezone is to allow the property to be developed for commercial and apartment uses.

The proposed concept plan includes 180 apartment units and a commercial/maintenance building that fronts Main Street. The three proposed apartment buildings would be located on the southwestern two-thirds of the subject property. The rezone area consists of 5.0868 acres with a density of 35.36 units per acre for the apartment portion of the development. There is not a density ratio or maximum density for the MU zone.

Per the General Plan, the subject property is within a Mixed-Use Corridor, which allows for higher-density housing with commercial uses along the arterial street of Main Street. The proposed development allows for uses with access to transit services and is considered a positive infill development between Main Street and the I-15 corridor. The proposed development allows for the expansion of the Davis Behavioral Health campus with its existing office building to the south of this site.

The proposed mixed-use development includes amenities such as a sports court, community gardens, and plaza/patio areas for gathering spaces. Sidewalks throughout the development will provide pedestrian access from Main Street to the office and apartment buildings, site amenities, and along the north fork of Holmes Creek with benches.

An associated Development Agreement accompanies the rezone with certain requirements of the developer that are highlighted in the Staff Report. One aspect of the Agreement is a phasing plan, as requested by the applicant since the entire development cannot be constructed at once due to financing constraints as a non-profit. Phase 1A will include the 60-unit apartment building towards Main Street with Phase 1B being the commercial/maintenance building. Phase 2 will be another 60-unit apartment building and the final phase, Phase 3 will be another 60-unit apartment building. The draft Agreement is included as a part of this agenda item.

Alternatives:

Alternatives to the First Motion are to: 1) Adopt Ordinance 25-09 approving the rezone with concept plan request from C-H (Planned Highway Commercial) to MU (Mixed-Use); 2) Adopt Ordinance 25-09 approving the rezone with concept plan request from C-H (Planned Highway Commercial) with modification; 3) Not adopt Ordinance 25-09, denying the rezone with concept plan request.

Alternatives to the Second Motion are to: 1) Adopt Resolution 25-17 approving the Development Agreement between Layton City and Davis Behavioral Health, Inc.; or 2) Not adopt Resolution 25-17 denying the Development Agreement.

Recommendation:

On March 11, 2025, the Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the rezone with concept plan request from C-H (Planned Highway Commercial) to MU (Mixed-Use). In addition, the Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the Development Agreement.

Staff supports the Planning Commission's recommendations.

RESOLUTION 25-17

ADOPTING AN AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND DAVIS BEHAVIORAL HEALTH, INC.

WHEREAS, Davis Behavioral Health, Inc. (Owner) is developing certain property located at approximately 850 South Main Street (Rezone Area) in Layton City; and

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

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

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

1. That the agreement entitled "Agreement for the Development of Land Between Layton City and "Davis Behavioral Health, Inc.", which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor be authorized to execute the Agreement, which is attached here to and incorporated herein by this reference.
3. This Resolution shall become effective immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **10th day of April, 2025**.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

For:


CLINTON R. DRAKE, City Attorney


WESTON APPLONIE, Community &
Economic Development Director

ORDINANCE 25-09
(Approximately 850 South Main Street Rezone)

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF PARCEL 11-064-0058 DESCRIBED HEREIN, LOCATED AT APPROXIMATELY 850 SOUTH MAIN STREET FROM "C-H" (PLANNED HIGHWAY COMMERCIAL) TO "MU" (MIXED-USE); 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 C-H to MU 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 C-H to MU:

BEG AT A PT ON THE S LINE OF HWY 106 AT A PT N 89°58'10" W 1392.142 FT ALG THE SEC LINE & N 602.418 FT FR THE SE COR OF SEC 28-T4N-R1W, SLM: & RUN TH S 54°51' W 70.03 FT; TH S 09°04' W 409.35 FT; TH S 24°47' W 202.65 FT; TH S 51°37' W 125.70 FT; TH S 28°11'40" W 45.522 FT TO THE NO-ACCESS LINE OF INTERSTATE HWY 15; TH ALG THE NO-ACCESS LINE OF SD HWY N 25°48'22" W 296.675 FT; TH N 25°10'31" W 220.036 FT ALG SD NO-ACCESS LINE OF SD HWY; TH N 48°28' E 593.319 FT TO A PT ON THE SW'LY LINE OF HWY 106 SD PT BEING IN A 5779.65 FOOT RAD CURVE TO THE LEFT (RAD PTS BEARS N 47°44'49" E); TH ALG THE ARC OF SD CURVE TO THE SW'LY LINE OF SD HWY 154.446 FT TO THE POB.

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 APRIL 10, 2025.

	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

For: 

CLINTON R. DRAKE, City Attorney



WESTON APPLONIE, Community &
Economic Development Director

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND
DAVIS BEHAVIORAL HEALTH INC**

THIS AGREEMENT for the development of land (hereinafter referred to as “Agreement”) is made and entered into this _____ day of _____, 2025, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as “City”), and property owner DAVIS BEHAVIORAL HEALTH INC (hereinafter referred to as “Owner”), with City and Owner collectively referred to as “Parties” and separately as “Party”.

RECITALS

WHEREAS, in furtherance of the objectives of the Layton City General Plan, the City has considered an application for a zone change of a certain property located at approximately 850 South Main Street in Layton City (hereinafter the “Subject Area”) from C-H (Planned Highway Commercial) to MU (Mixed-Use); and

WHEREAS, Parties desire to enter into this Agreement to provide for the development of the Subject Area consisting of approximately 5.0868 acres (hereinafter the “Development Area” as depicted on Exhibit A), in a manner consistent with the City’s General Plan and the intent reflected in that Plan; and

WHEREAS, City is willing to grant approval of MU zoning on the Development Area, subject to Owner agreeing to certain limitations and undertakings described herein, which Agreement will provide protection to surrounding property values and will enable the Council to consider approval of such development at this time; and

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

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

**ARTICLE I
DEFINITIONS**

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

- 1.1 “City’s Undertakings” shall mean the obligations of the City set forth in Article III.
- 1.2 “Owner’s Undertakings” shall have the meaning set forth in Article IV.
- 1.3 “MU” zoning shall mean a zoning district intended to provide an area that combined commercial and multi-family residential land-uses. The use, maximum density, site, and building design standards of the MU zone is regulated by Title 19, Chapters 19.12, 19.13, 19.16, 19.25, Sections 19.05.000 Tables 5-1 And 5-2, 19.06.000 Tables 6-1, 6-2 And 6-3 of the Layton Municipal Code. The provisions set forth in Article IV further restrict the MU zoning district.

**ARTICLE II
CONDITIONS PRECEDENT**

- 2.1 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Council.
- 2.2 MU zoning consistent with Exhibit A is a condition precedent to Owner's Undertakings in Article IV.

**ARTICLE III
CITY'S UNDERTAKINGS**

- 3.1 Subject to the satisfaction of the conditions set forth in Article IV, City shall approve the rezone of the Development Area from its present zoning to MU, as depicted on Exhibit A, with an effective date of no sooner than the effective date and adoption of this Agreement by the Council. Any zoning amendment shall occur upon a finding by the Council that it is in the best interest of the health, safety, and welfare of the citizens of Layton City to make such a change at this time. All permits, site plan reviews, and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance, guidelines, or standards.
- 3.2 The proposed zoning changes are as reflected in Exhibit A for the overall area.

**ARTICLE IV
OWNERS' UNDERTAKINGS AND RIGHTS**

After the Effective Date, and conditioned upon City's performance of its undertakings set forth in Article III, and provided Owner has not terminated this Agreement pursuant to Section 7.8, Owner agrees to the following:

- 4.1 **Development Size.** The proposed development shall contain approximately 5.0868 acres and shall come from parcel ID 11-064-0058.
- 4.2 **Zoning.** Zoning and development of the Development Area shall comply with Article II. Once the Development Area is zoned in accordance with Article II, development of the Development Area shall comply with all applicable City rules, regulations, standards, and codes.
- 4.3 Owner agrees to comply with a phasing plan and timing plan that includes the construction of a two-story office building that includes at least 7,000 square feet of office space, three 60-unit residential buildings, a 6,350 square foot maintenance building, and amenities.
- 4.4 **Phasing Plan.** The Owner agrees to construct Phase I (A& B), Phase II and Phase III as outlined below and in Exhibit C.
 - 4.4.1 Phase I (A&B): Owner agrees to construct a 60-unit residential building, a two-story 7,000 square foot office building, and a 6,350 SF maintenance building as shown in Exhibit B.
 - 4.4.1.1 The amenities for the residential building shall include the following: a visitor plaza, bicycle chalet, residential patio area that includes a fire pit

with lounge style seating and outdoor barbeque grill, community garden, sport court, meditation patio, and a pedestrian and a bicycle trail that runs parallel to the creek and includes at least 3-benches.

- 4.4.1.2 Final building elevations for the maintenance building, commercial building and the residential units shall be substantially compliant with Exhibit D.
- 4.4.2 Phase IB: Owner agrees to construct a minimum two-story office building that includes at least 7,000 square feet in the location as shown in Exhibit B.
- 4.4.3 The amenity space for the office building shall include a patio space with benches and tables. Final elevations for buildings constructed within Phases IA and IB shall include the following materials, brick veneer, metal panel systems, wood assembly systems, stucco and glass and shall be substantially compliant with Exhibit D. Design styles shall be approved through a Site Plan review and Development Plan review process. Concrete Masonry Unit (CMU) block shall not be permitted.
- 4.4.4 Phase II: Owner agrees to construct a 60-unit residential building and amenities, as shown in Exhibit B.
 - 4.4.4.1 The amenity space for the residential building will contain a visitor plaza, residential patio area, bicycle chalet, and a community garden.
 - 4.4.4.2 Phase II will also consist of an extension of the pedestrian and bicycle trail.
- 4.4.5 Phase III: Owner agrees to construct a 60-unit residential building and amenities, as shown in Exhibit B.
 - 4.4.5.1 The amenity space for the residential building will contain a visitor plaza, residential patio area, bicycle chalet, and a community garden.
- 4.4.6 All buildings, amenities, trails, shall be located approximately in the same location and scale as shown in Exhibits B, C, and D.
- 4.5 **Timing Plan.** The Owner agrees to construct Phases I through III as outlined in Section 4.4 and as shown in Exhibits, B, C, D, and E, under the following timeframes:
 - 4.5.1 Phase I (A&B) shall be completed and receive certificate of occupancy by December 31, 2027.
- 4.6 **The Amenity.** As used, herein the term “the Amenity” shall include a visitor plaza, residential patio, a bicycle chalet, and a community garden for each residential building. In addition there will be two meditation patio areas, sport court, one fire pit with fixed lounged seating, and a pedestrian/bicycle trail path along the creek with three benches. All paths/trails shall be installed with asphalt and/or concrete. The Location of each amenity shall be approximately in the same location as shown in Exhibits B and C. The Amenity shall be substantially similar in design, quality, and materials as depicted in Exhibit C.
- 4.7 The landscaping and amenities shall be maintained in good condition by the Owner in perpetuity.
- 4.8 **Parking.** The area located in between the first residential building to be constructed in

accordance with Phase I and the public right-of-way shall be landscaped, and can only be converted to parking as identified in Exhibits C & D, with the construction of Phase IB .

- 4.9 **Issuance of Building Permits.** Provided that the Owner and the builders are in compliance with the City's Code, Development Plan, Engineering Division requirements, and this agreement, the City will issue building permits and/or occupancy permits for Phase I and Phase II of the development.
- 4.9.1 A landscaping plan for each phase must be submitted as a part of the Site Plan Review, Development Plan review and Building Permit. The landscape plan shall comply with the requirements outlined in the Layton Municipal Code 19.16.
- 4.9.2 Landscaping and all amenities shall be installed before certificate of occupancy is granted for each building/phase. Alternatively, if between November 1 and March 31, and if inclement weather precludes the install of landscaping/amenities, a cash bond covering 125% of the total landscaping/amenities costs may be submitted to the City to secure the completion of the landscaping/amenities. The deferral period shall not extend beyond 6 months.
- 4.9.3 Phase I: The landscape plan, including amenities, shall be substantially compliant with Exhibit C.
- 4.10 **Precedence of this Agreement.** This agreement shall take precedence over any contrary provisions of any Staff memorandums or representations.
- 4.11 **Not Considered Approvals.** Except as otherwise provided herein, these enumerations are not to be construed as approvals thereof, as any required approval process must be pursued independent hereof.
- 4.12 **Amendments.** Owner agrees to limit development to the uses and requirements provided herein unless any of the Development Area is rezoned. In such event, City and Owner mutually agree to amend this agreement in writing to reflect such rezoning.
- 4.13 **Conflicts.** Except as otherwise provided, any conflict between the provisions of this Agreement and City's standards for improvements shall be resolved in favor of the stricter requirement.
- 4.14 **Property Rights.** By this Agreement and pursuant to Utah Code § 10-9a-532, the Parties acknowledge that Developer has been duly advised that they are or may be waiving property rights, known or unknown, in exchange for the mutual covenants and promises made herein. Developer acknowledges that they intend and agree to the terms of this Agreement and freely and voluntarily waive those rights, which may be lost by this Agreement.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

- 5.1 **Issuance of Permits - Owner.** Owner, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owner's Undertakings and shall

make application for such permits directly to the Layton City Community and Economic Development Department and other appropriate departments and agencies having authority to issue such permits in connection with the performance of Owner's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

- 5.2 **Completion.** Owner shall, in good faith, diligently pursue completion of the development of all portions of the subject area where construction is commenced. The city shall limit the issuance of building permits and/or certificate of occupancy for any building beyond the first residential unit and commercial/maintenance buildings identified as Phase IA and IB).
- 5.3 **Access to the Subject Area.** For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owner and its contractor, representatives of City shall have the right of access to the Development Area without charges or fees during the period of performance of Owner's Undertakings. City shall indemnify, defend, and hold Owner harmless from and against all liability, loss, damage, costs, or expenses (including attorney's fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss, or damage caused to any person, property, or improvements on the Development Area arising from the negligence or omissions of City, or its agents or employees, in connection with City's exercise of its rights granted herein.

ARTICLE VI REMEDIES

- 6.1 **Remedies for Breach.** In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within 30-days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty 30-day period, the Party receiving such notice shall, within such 30 day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:
- 6.1.1 Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by Party in default or breach of its obligations;
- 6.1.2 If Phases IA and IB are not completed within the timing plan listed here in (Section 4.5) the City shall reserve the right to reverse the zone for each and/or all phases of the development or portions thereof.
- 6.1.3 Owner agrees not to contest the reversion of the zoning by the Council to the previous zoning on the property, and hereby holds City harmless for such reversion of the zoning from MU back to C-H.
- 6.2 **Enforced Delay Beyond Parties Control.** For the purpose of any other provisions of this Agreement, neither City nor Owner, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not

restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

- 6.3 **Extensions.** Either Party may extend, in writing, the time for the other Party's performance of any term, covenant, or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant, or condition of this Agreement nor any other default or breach of this Agreement.
- 6.4 **Rights of Owner.** In the event of a default by Owner's assignee, Owner may elect, in its discretion, to cure the default of such assignee, provided, Owner's cure period shall be extended by 30 days.
- 6.5 **Appeals.** If Owner desires to appeal a determination made hereunder by Staff, said appeal shall be to the Planning Commission, whose decision shall be final. If the appeal is regarding the interpretation of this Agreement the appeal shall be to the Council with a recommendation from the Planning Commission and Staff.

ARTICLE VII GENERAL PROVISIONS

- 7.1 **Successors and Assigns of Owner.** This Agreement shall be binding upon Owner and its successors and assigns, and where the term "Owner" is used in this Agreement it shall mean and include the successors and assigns of Owner, except that City shall have no obligation under this Agreement to any successor or assign of Owner not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Owner) of the Development Area. Upon approval of any assignment by City, or in the event Owner assigns all or part of this Agreement to an assignee, Owner shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.
- 7.2 **Notices.** All notices, demands, and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Owners:

DAVIS BEHAVIORAL HEALTH, INC.
934 South Main Street, Layton UT 84041
801-336-1848
Brandon Hatch CEO

To City:

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

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

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

7.3 Third-Party Beneficiaries. Any claims of third-party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Owner.

7.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceedings for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

7.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the Parties.

7.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

7.7 Attorney's Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements, or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorney's fees.

7.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

7.8.1 With regard to Owner's Undertakings, performance of Owner's Undertakings as set forth herein.

7.8.2 With regard to City's Undertakings, performance of City's Undertakings as set forth herein.

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

7.9 Recordation. This Agreement shall be recorded in reference to the property and shall run with the land and be binding upon all successors in interest of the property.

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

LAYTON CITY CORPORATION

By: _____
JOY PETRO, Mayor

ATTEST:

By: _____
KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

SUBMITTING DEPARTMENT

For: By: Clinton R. Drake
CLINTON R. DRAKE, City Attorney

By: Weston Applonie
WESTON APPLONIE
Community & Economic Development

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ___ day of _____, 20___, personally appeared before me _____, who being duly sworn, did say that he/she is the Mayor of LAYTON CITY, a municipal corporation of the State of Utah, and that the foregoing Agreement was signed in his/her capacity as Mayor on behalf of the City for approval of the Agreement.

Notary Public

OWNER SIGNATURE AND ACKNOWLEDGMENT

Brandon Hatch, CEO Davis Behavioral Health,
INC.

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ___ day of _____, 20___, personally appeared before me _____, who being duly sworn, did say that they are the Manager of the Davis Behavioral Health, Inc. as the legal property owner of record of the property subject to this Agreement and that he has executed this Agreement with full authority to do so.

Notary Public

DAVIS BEHAVIORAL HEALTH, INC. REZONE WITH CONCEPT PLAN

850 SOUTH
MAIN STREET

REZONE FROM
C-H TO MU

Legend

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

 - Project Area

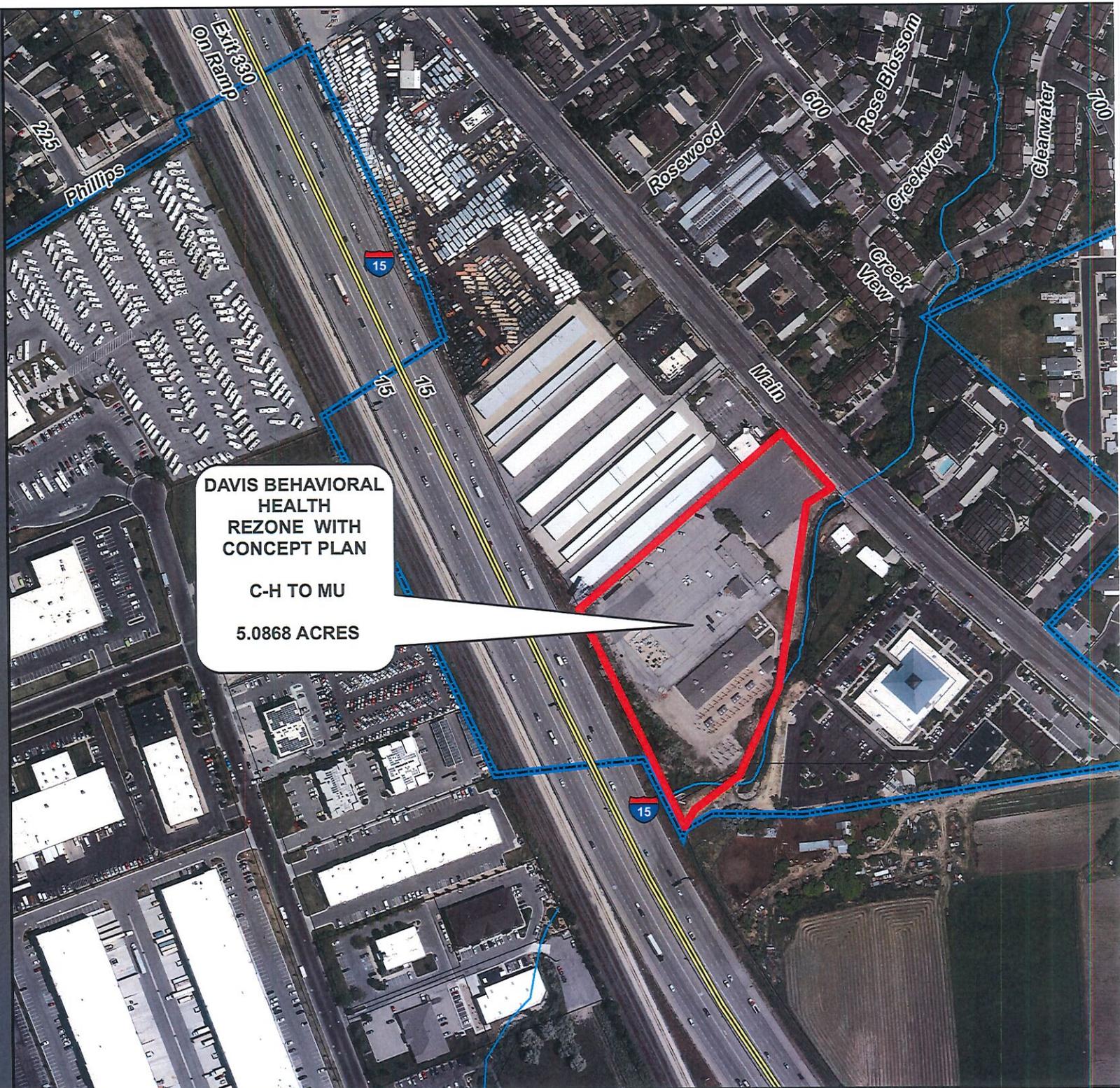
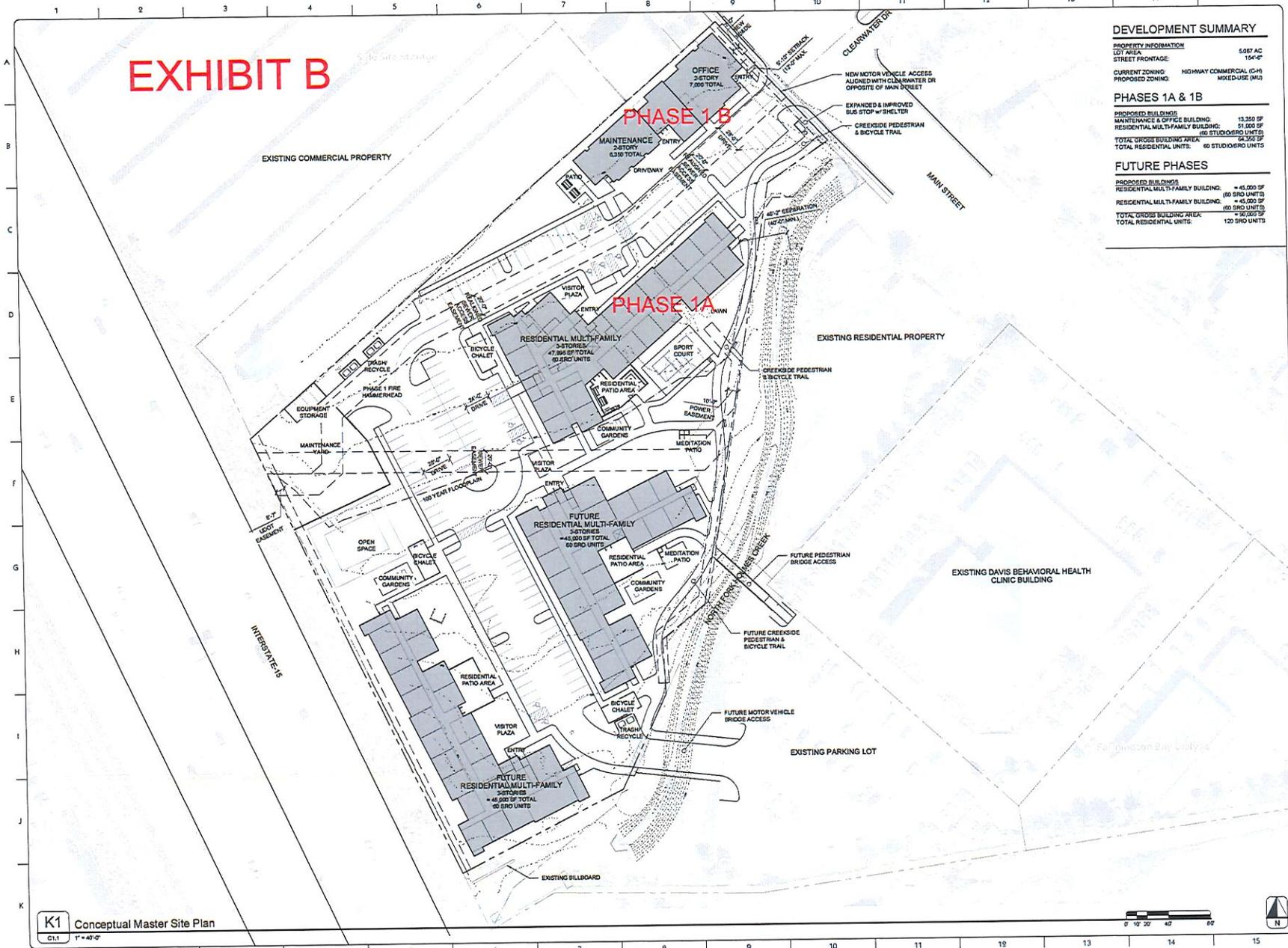


EXHIBIT B



DEVELOPMENT SUMMARY	
PROPERTY INFORMATION	
LOT AREA:	6,067 AC
STREET FRONTAGE:	154'-4"
CURRENT ZONING:	HIGHWAY COMMERCIAL (C-H)
PROPOSED ZONING:	MIXED-USE (MU)
PHASES 1A & 1B	
PROPOSED BUILDINGS	
MAINTENANCE & OFFICE BUILDING:	13,350 SF
RESIDENTIAL MULTI-FAMILY BUILDING:	51,000 SF
60 STUDIO/GRD UNITS	
TOTAL GROSS BUILDING AREA:	64,350 SF
TOTAL RESIDENTIAL UNITS:	60 STUDIO/GRD UNITS
FUTURE PHASES	
PROPOSED BUILDINGS	
RESIDENTIAL MULTI-FAMILY BUILDING:	= 45,000 SF
(60 BRD UNITS)	
RESIDENTIAL MULTI-FAMILY BUILDING:	= 45,000 SF
(60 BRD UNITS)	
TOTAL GROSS BUILDING AREA:	= 90,000 SF
TOTAL RESIDENTIAL UNITS:	120 BRD UNITS

Davis Behavioral Health-Housing Campus

850 South Main Street
Layton, UT 84041

Davis Behavioral Health
Attn: Brandon Hatch
801.773.7050

assist
COMMUNITY DESIGN CENTER

Tel: 801.355.7055 | ITV: 711
218 East 500 South | Salt Lake City, UT 84111 | www.assistcd.org

NOT FOR CONSTRUCTION

Revision	Date

Project No: _____
Date: 01.31.2025

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ASSIST - Community Design Center

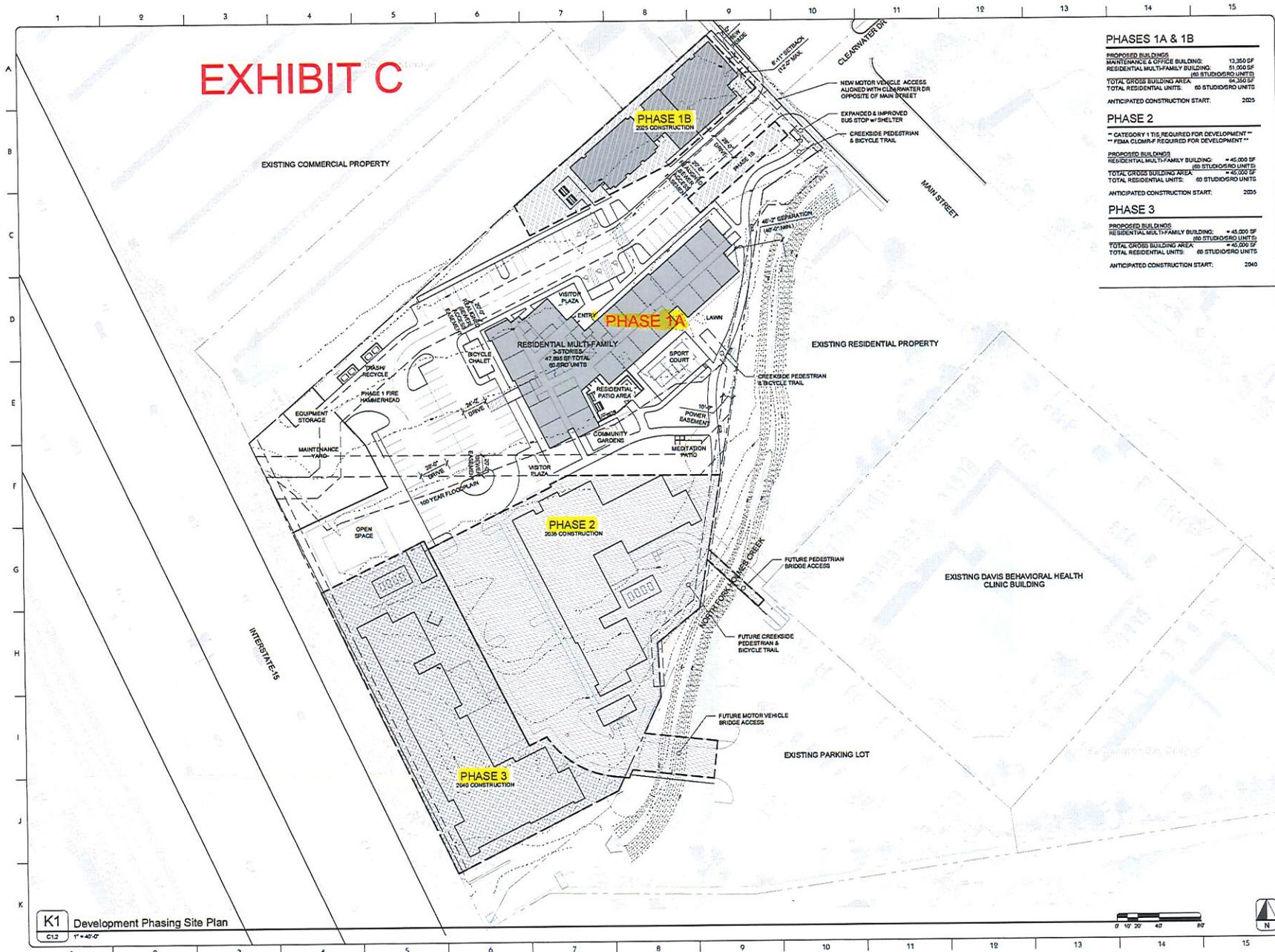
Conceptual Master Site Plan

C1.1

K1 Conceptual Master Site Plan
C1.1 1" = 40'-0"



EXHIBIT C



PHASES 1A & 1B	
PROPOSED BUILDINGS	13,350 SF
MAINTENANCE & OFFICE BUILDING	51,000 SF
RESIDENTIAL MULTIFAMILY BUILDING	46,350 SF
TOTAL GROSS BUILDING AREA	110,700 SF
TOTAL RESIDENTIAL UNITS	60 STUDIO/GRD UNITS
ANTICIPATED CONSTRUCTION START:	2025

PHASE 2	
** CATEGORY 1 IS REQUIRED FOR DEVELOPMENT **	
** FEMA CLUMP REQUIRED FOR DEVELOPMENT **	
PROPOSED BUILDINGS	45,000 SF
RESIDENTIAL MULTIFAMILY BUILDING	100 STUDIO/GRD UNITS
TOTAL GROSS BUILDING AREA	45,000 SF
TOTAL RESIDENTIAL UNITS	60 STUDIO/GRD UNITS
ANTICIPATED CONSTRUCTION START:	2035

PHASE 3	
PROPOSED BUILDINGS	45,000 SF
RESIDENTIAL MULTIFAMILY BUILDING	100 STUDIO/GRD UNITS
TOTAL GROSS BUILDING AREA	45,000 SF
TOTAL RESIDENTIAL UNITS	60 STUDIO/GRD UNITS
ANTICIPATED CONSTRUCTION START:	2040

Davis Behavioral Health-Housing Campus

850 South Main Street
Layton, UT 84041

Davis Behavioral Health
Attn: Brandon Hatch
801.773.7650

assist
COMMUNITY DESIGN CENTER

Tel: 801.385.7025 | TTY: 711
218 East 500 South | Salt Lake City, UT 84111 | www.assistutah.org

NOT FOR CONSTRUCTION

Revision	Date

Project No:
Date: 01.31.2025

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Development Phasing Plan

C1.2

K1 Development Phasing Site Plan
C12 T=42'-0"



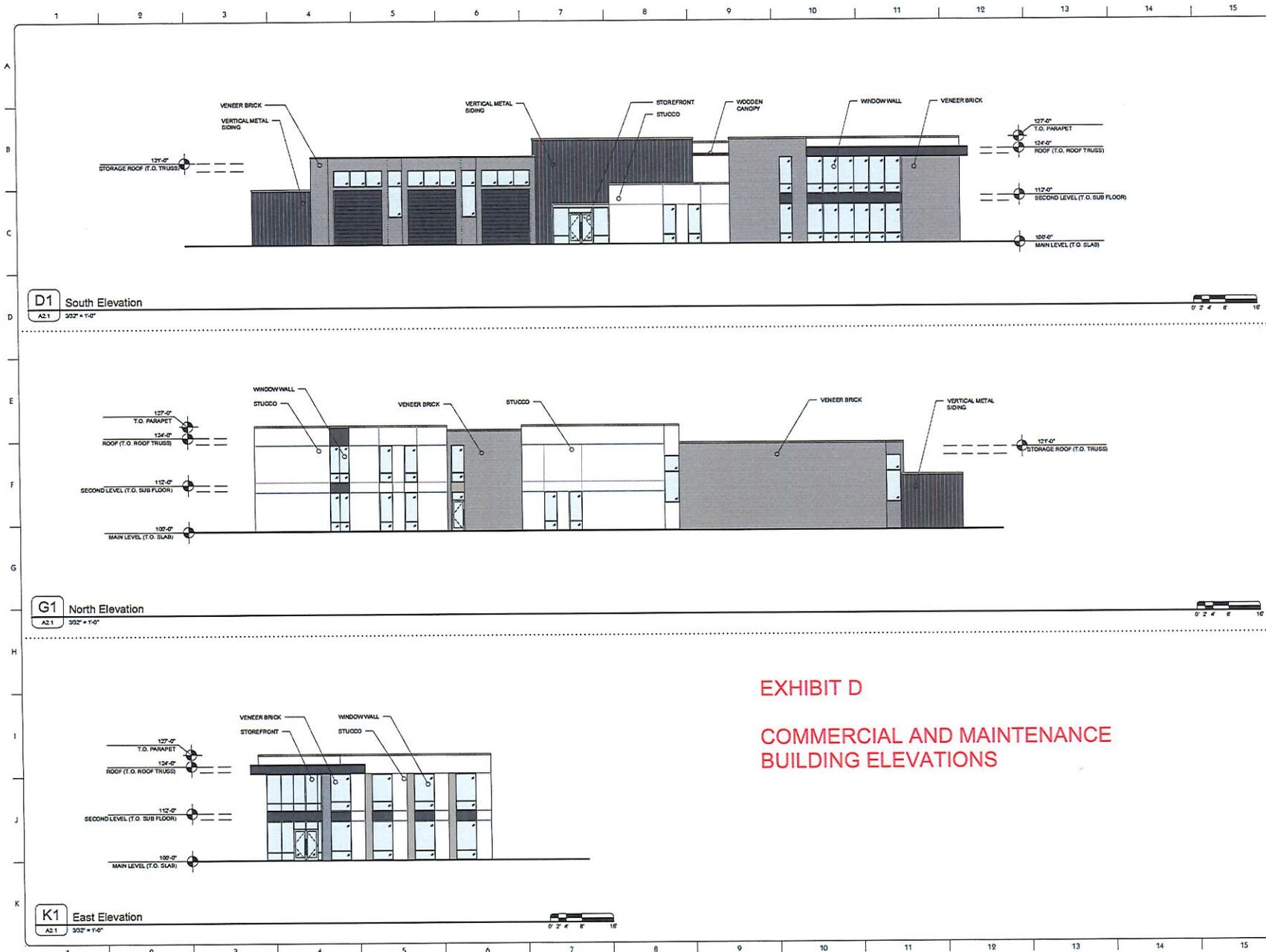


EXHIBIT D
COMMERCIAL AND MAINTENANCE
BUILDING ELEVATIONS

Davis Behavioral Health-Housing Campus
 850 South Main Street
 Lerton, UT 84041
 Davis Behavioral Health
 Attn: Brandon Hatch
 801.773.7060

assist
 COMMUNITY DESIGN CENTER
 Tel: 801.355.7085 | TTY: 711
 818 East 500 South | Salt Lake City, UT 84111 | www.assistutah.org

NOT FOR CONSTRUCTION

Revision	Date

Project No: 02.11.0025
 Date: 02.11.2025
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 ASSIST - Community Design Center

Building Elevations

A2.1

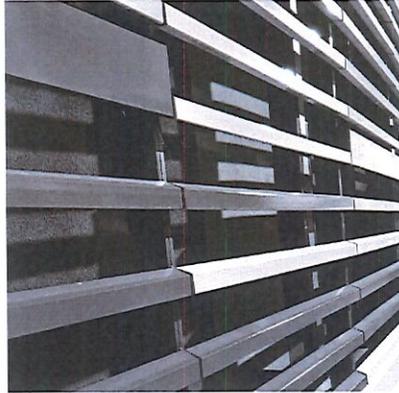
Proposed Exterior Materials

EXHIBIT D

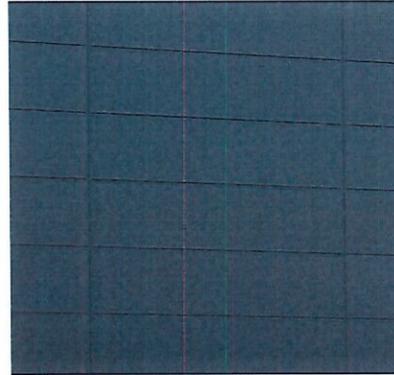
Architectural Wood Soffits & Ceilings



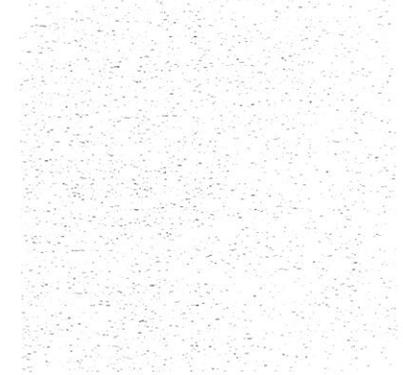
Architectural Metal Screening (Colors Vary) Potential Trim & Accent Colors



Masonry Brick Veneer

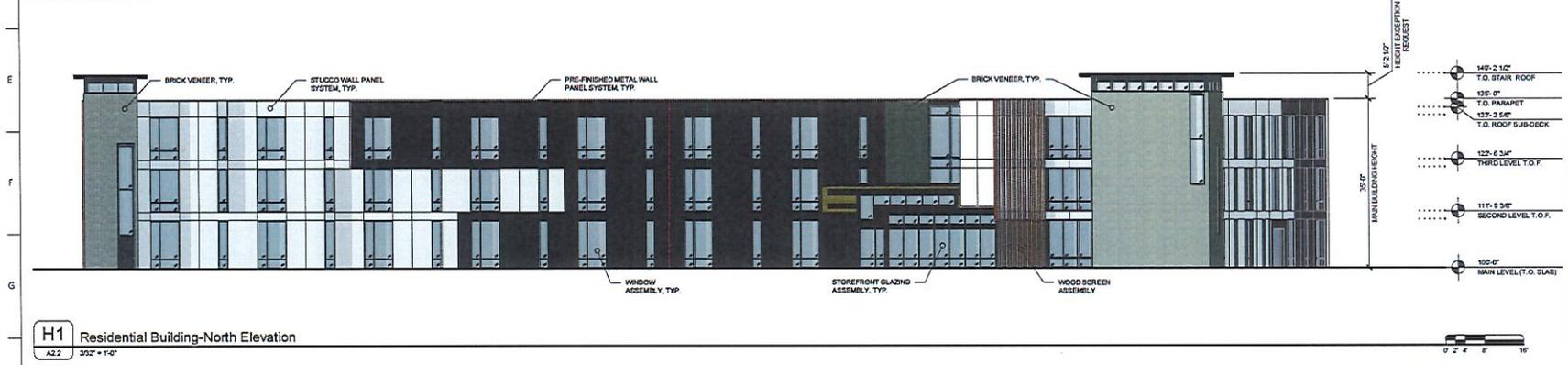


Aluminum Composite Metal Paneling Systems
(Varied Systems & Colors)



3-Coat Stucco Finish

EXHIBIT D RESIDENTIAL BUILDING ELEVATIONS



Davis Behavioral Health- Main Campus
 850 South Main Street
 Layton, UT 84041
 Davis Behavioral Health
 Attn: Brandon Hatch
 801.773.7060

assist
 COMMUNITY DESIGN CENTER
 TEL: 801.355.7055 | TTY: 711
 818 East 500 South | Salt Lake City, UT 84111 | www.assistutah.org

NOT FOR CONSTRUCTION

Revision _____ Date _____

Project No: _____
 Date: 07.15.2024
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 ASSIST Community Design Center

Proposed Building Elevations

A2.2



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

STAFF REPORT

TO: City Council

FROM: Kem Weaver, Planner II

DATE: April 10, 2025

RE: Rezone with Concept Plan and Development Agreement – From C-H (Planned Highway Commercial) to MU (Mixed-Use) – Resolution 25-17 and Ordinance 25-09 – Approximately 850 South Main Street

LOCATION: Approximately 850 South Main Street

CURRENT ZONING: C-H (Planned Highway Commercial)

PROPOSED ZONING: MU (Mixed-Use)

DESCRIPTION OF REZONE AREA

The property proposed for rezone contains 5.0868 acres. The property is located on the west side of Main Street at 850 South and is north of the existing Davis Behavioral Health, Inc. building. The proposed development site is currently zoned C-H.

The property is located to the east of the Interstate 15 (I-15) corridor. Properties to the north consist of an office building and storage units that are zoned C-H. To the east across Main Street is a townhome development and a condominium apartment development. To the south is the North Fork of Holmes Creek, a residential dwelling, and the existing Davis Behavioral Health building.

BACKGROUND INFORMATION AND STAFF REVIEW

The applicant, Sam Ball representing Davis Behavioral Health, Inc., is requesting a rezone for the subject property. The proposed concept plan includes 180 apartment units and a commercial/maintenance building that fronts Main Street. The apartment units would be located on the southwestern two-thirds of the subject property. The rezone area consists of 5.0868 acres with a density of 35.36 units per acre for the apartment unit portion of the development. The MU zone does not have a density ceiling.

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 located within a Mixed-Use Corridor between Main Street and I-15. Some of the strategies outlined in the General Plan for the mixed-use corridor in this area include:

- Encouraged where infill and redevelopment reinvestment is desired.
- Providing convenient access to higher capacity arterial streets and/or transit service.
- Desired building heights are typically three-stories and are compatible with surrounding uses.



Figure 1 - General Plan Land Use Map

Commercial development is vital to the long-term growth of the City. A Development Agreement is accompanying the rezone request, which will require commercial uses fronting Main Street. This will ensure that if the applicant completes the proposed development or not, the commercial space will be required with the zone change for development of the property.

Concept Plan

The subject property to be rezoned is considered a redevelopment of the site, which currently houses a number of commercial buildings that were previously occupied by a utility company. All the existing commercial buildings on the property will be demolished and removed with the proposed redevelopment.

Staff has been working with the applicant on a mixed-use concept plan to create a true mixed-use development by requiring a commercial use fronting Main Street. The commercial/maintenance building will be constructed by an existing two-story office/retail building, which is to the north of the adjacent property. The Development Agreement requires a timeframe for when the commercial/maintenance building is to be constructed to ensure the building is completed. This building will be constructed in Phase 1B.

The commercial/maintenance building will front Main Street with direct pedestrian from the public street and parking located to the south side of the building. The commercial/maintenance building will be a total of 13,350 square feet with 7,000 square feet for the two-story commercial component and 6,350 square feet for the maintenance component. These square footages are outlined in and

required by the Development Agreement. The commercial/maintenance building will have four-sided architecture as shown in attachments. The building will incorporate brick, decorative metal siding, and stucco with a large number of glass windows and doors.

Phase 1A includes the first of three proposed apartment buildings for the campus site, which includes 60 units and is located to the southwest of the commercial/maintenance building, see Figure 2. The first apartment building will be three-stories in height with parking to the north and west of the building. The other two apartment buildings will also be three-stories in height with parking located between the buildings.

Open space and the majority of the amenities for the residents will be incorporated and constructed as part of Phase 1A. The amenities being proposed for the development include a sports court, community gardens, plazas/patio areas, and walking paths along the north side of the north fork of Holmes Creek with seating areas along the creek. The walking paths will extend into other open spaces of the development once the other two phases are constructed.

The apartment buildings will have four-sided architecture by incorporating metal wall panel systems, a wood assembly system, stucco, and brick veneer as building materials. The proposed colors will be earth tone in nature with the use of browns, grays, and white.

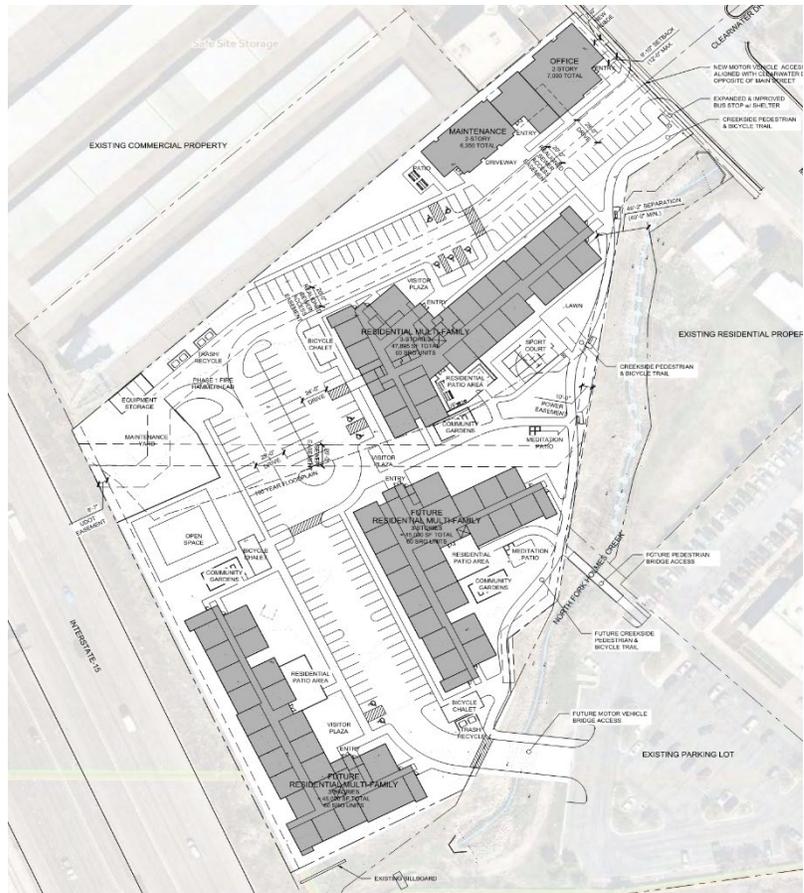


Figure 2 - Concept Plan

Per the City's parking ordinance, parking is determined by the number of bedrooms for each apartment unit. All 180 apartment units are to be studio apartments, which requires 1.25 parking spaces per unit. The commercial/maintenance building requires 22 parking spaces, 18 spaces for the office uses and four for the maintenance use of the building.

Development Agreement

A Development Agreement is accompanying the rezone of the subject property and is included as a part of this review. The following is a brief summary of a few of the significant issues addressed within the Agreement that are within the Owner's Undertakings and Rights section.

- The square footage of the commercial/maintenance building shall be a minimum 13,350 square feet.
- The commercial building shall have a minimum front setback of 7 feet and a maximum setback of 12 feet.
- All buildings shall have four-sided architecture with building materials that include transparent glass, brick veneer, stucco, metal wall panel systems, and wood assembly systems.
- Maximum number of residential units is 180.
- Phasing plan outlining requirements for Phases 1A & 1B.
- Amenities and open space shall be completed for each phase according to the approved landscape and development plans.

STAFF RECOMMENDATION

On March 11, 2025, the Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the rezone with concept plan request from C-H (Planned Highway Commercial) to MU (Mixed-Use) zone. In addition, the Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the Development Agreement.

Staff supports the Planning Commission recommendations.



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 15 business days of a preliminary submittal and within 20 business days of a final submittal. Thank you.

MEMORANDUM

TO: Sam Ball; sball@assistutah.org

CC: CED Department/Fire Marshal

FROM: Shannon Hansen, Assistant City Engineer - Development

DATE: September 13, 2024

SUBJECT: Davis Behavioral Health
Rezone
850 South Main Street

I have reviewed the Petition for Amending the Zoning Ordinance for one parcel of ground containing approximately 5.087 acres at 850 South Main Street. The applicant is requesting a zoning change of C-H to MU to develop the parcels into office, residential, and maintenance. The Engineering Department has no comments or concerns regarding the rezone description for the property.

The following utility information is provided for informational purposes and may not be inclusive. The plan set submitted with the rezone application will be reviewed upon submittal of a site plan application. Municipal Code (MC) and Development Guideline and Design Standard (DG) references provided in parenthesis.

Street – Access to the site shall line up with 850 South.

Culinary Water – There is an 8-inch waterline along the southwest curb of Main Street.

Based on the city water model, the fire flow in the intersection of Main Street and 850 South is anticipated to be 4,100 gpm. The Fire Marshal will determine the required fire flow as well as the need for any additional hydrants. (DG 4.06.H)

Any existing water laterals removed from service will need to be disconnected at the main. (DG 1.08.Culinary Water.8)

Sanitary Sewer – There is an existing North Davis Sewer District main running through the property as well as on the southwest side of Main Street. They will need to be consulted to determine the requirements to connect to their main as well as the disconnection of any existing laterals. (DG 1.08.Sanitary Sewer.7)

Storm Drain – There is a section of the North Fork of Holmes Creek running through the property to the southeast of the property. The developer shall be responsible to secure any required easements to cross into the adjoining property for a discharge into the creek. The Davis County Flood Control shall

approve any discharge into the creek. There is a 36-inch storm drain line on the southwest side of Main Street.

The development will need to comply with Low Impact Development requirements in Section 6 and Infiltration Testing in Section 8 of the City Development Guidelines and Design Standards. An infiltration test will not be required if infiltration is deemed technically infeasible due to a drinking water protection zone, contaminated soil, soil classification and/or ground water depth.

All storm water run-off will need to be detained with a release rate of 0.2 cfs per acre prior to a connection to the creek or discharge into the storm drain system. This site is approved for underground detention which will need to comply with Development Guidelines 6.12.

A Davis County Flood Control Permit will be required for development along the creek.

A State Stream Alteration Permit will need to be obtained if the development wishes to alter the bed or banks of the creek. All activity within two times the width of the active channel up to a maximum of 30 feet away from water's edge will require a permit. The U.S. Army Corps of Engineers issued Programmatic General Permit 10 (PGP-10) which allows an applicant to obtain both state approval and authorization under Section 404 of the Clean Water Act through a single application process. Although not all stream alteration activities qualify for approval under PGP-10, many minimal impact projects can be approved under this joint permit agreement.

A significant portion of the parcel is within the Floodplain Zone AE. The following will apply to the development of the area of the site within this zone. These comments are based on the concept plan submitted with the rezone application.

The Layton City Floodplain Development Permit is required for any man-made change to the improvement and unimproved real estate in the regulatory floodplain (Zone AE). The permit and all supporting materials will need to be submitted to the City for review.

The following items are required as part of the Floodplain Development Permit:

- 1) CLOMR-F – A letter from DHS-FEMA stating that a parcel of land or proposed structure that will be elevated by fill would not be inundated by the base flood if fill is placed on the parcel as proposed or the structures are built as proposed. The structures **must** be elevated 1-ft above the base flood elevation (BFE).
 - a. Endangered Species Act (ESA) – CLOMR-F applicants are responsible for documenting to FEMA that ESA compliance has been achieved prior to FEMA's review of a CLOMR-F application.
- 2) LOMR-F – After construction is complete, a letter from DHS-FEMA stating that an existing structure or parcel of land that has been elevated by fill would not be inundated by the base flood.

Additionally, the following items will be required for any work within the regulatory floodway (proposed pedestrian bridge and motor vehicle access).

- 1) No Rise Certification – Certificate and supporting documentation (Hydrologic and Hydraulic analysis) used to provide the certification that the proposed work within the floodway will not result in **any** change to the BFE.
- 2) If the development will result in a rise in the BFE, a CLOMR and LOMR will be required.

Miscellaneous –

- 1) Street lights on public streets will required. (DG 10.02 & MC 18.50.075)
- 2) Water exaction requirements will need to be met. Water exactions in a commercial development are based on meter size. A credit will be given for any meter removed from service. Water shares from Kays Creek Irrigation, Holmes Creek Irrigation, or DWCCC will need to be submitted at the final stage of development. (MC 19.23.010)
- 3) This parcel is not located within a secondary water service area.
- 4) Our records indicate that Holmes Creek Irrigation has a gravity irrigation line along Main Street. They will need to be contacted for any changes to the main. If an easement does not already exist for the line, one will need to be established.
- 5) A 7-foot PU&DE will need to be established along Main Street if one does not already exist.
- 6) Based on the proposed apartment unit count and office space, a Category 1 TIS will be required.



Community • Prosperity • Choice

Mayor • Joy Petro
City Manager • Alex R. Jensen

• 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 15 business days of a submittal of a preliminary plan and within 20 business days of a submittal of a final plan. Thank you.

MEMORANDUM

TO: Community Development
FROM: Gavin Moffat, Deputy Fire Marshal 
RE: Davis Behavioral Health Rezone @ 850 S Main St
CC: 1) Engineering
2) Sam Ball, sball@assistutah.org
DATE: December 18, 2024

I have reviewed the rezone application received on December 4, 2024 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. Per the Layton City Water Model, the estimated fire flow to the site is 4,100 gallons per minute. (2021 IFC 507.3/Appendix B)
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. (2021 IFC Section 503)
3. Where applicable, two means of egress may be required. (2021 IFC Appendix D as Amended)

4. On site fire hydrants may be required. (2021 IFC Section 507)
5. Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm), *approved* aerial fire apparatus access roads shall be provided and constructed. (2021 IFC Section D105)

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.

GM#4ANNEX/REZONE:sh
Plan #S24-181 District #31
Project Tracker #LAY2407233390
ERS#2065



Memorandum

To: Sam Ball
CC: Community Development, Fire, & Engineering
From: JoEllen Grandy, City Landscape Architect – Parks & Recreation
Date: February 7, 2025
Re: Davis Behavioral Health, Rezone – 850 S. Main St.
Review: Review 5

Davis Behavioral Health, located at 850 South Main Street, lies outside the City’s existing Chapel Park service area. The applicant’s proposed rezone from Highway Commercial to Mixed-Use would not impact the Parks & Recreation Department.

The Parks & Recreation Department has reviewed the petition re-submitted on February 3rd 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 15 business days of a preliminary submittal and within 20 business days of a final submittal. Thank you.



DAVIS BEHAVIORAL
HEALTH, INC.
REZONE WITH
CONCEPT PLAN

850 SOUTH
MAIN STREET

REZONE FROM
C-H TO MU

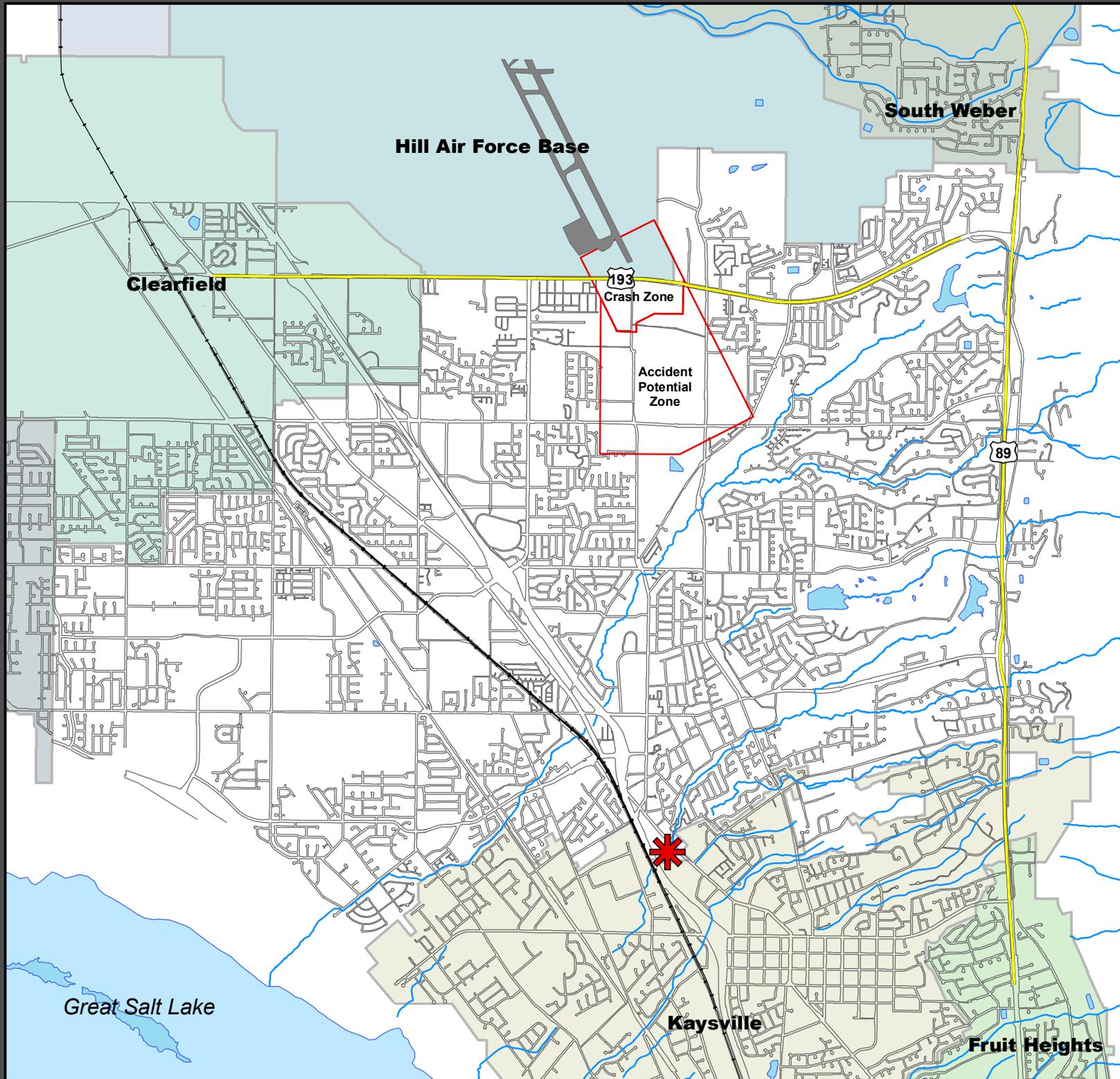
Legend

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

 - Project Site



Map 1



DAVIS BEHAVIORAL HEALTH, INC. REZONE WITH CONCEPT PLAN

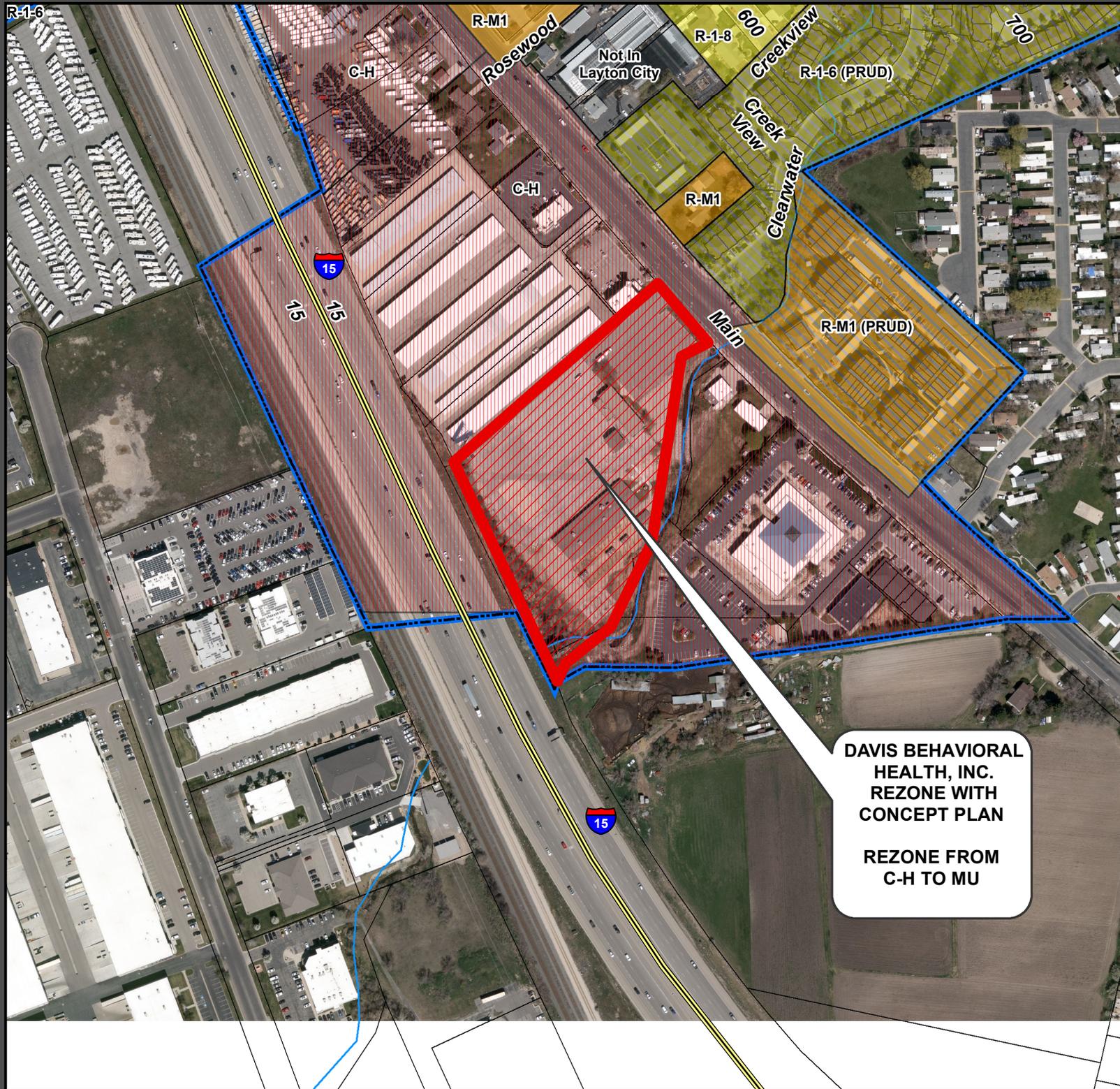
850 SOUTH
MAIN STREET

REZONE FROM
C-H TO MU

Legend

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

 - Project Area



DAVIS BEHAVIORAL
HEALTH, INC.
REZONE WITH
CONCEPT PLAN

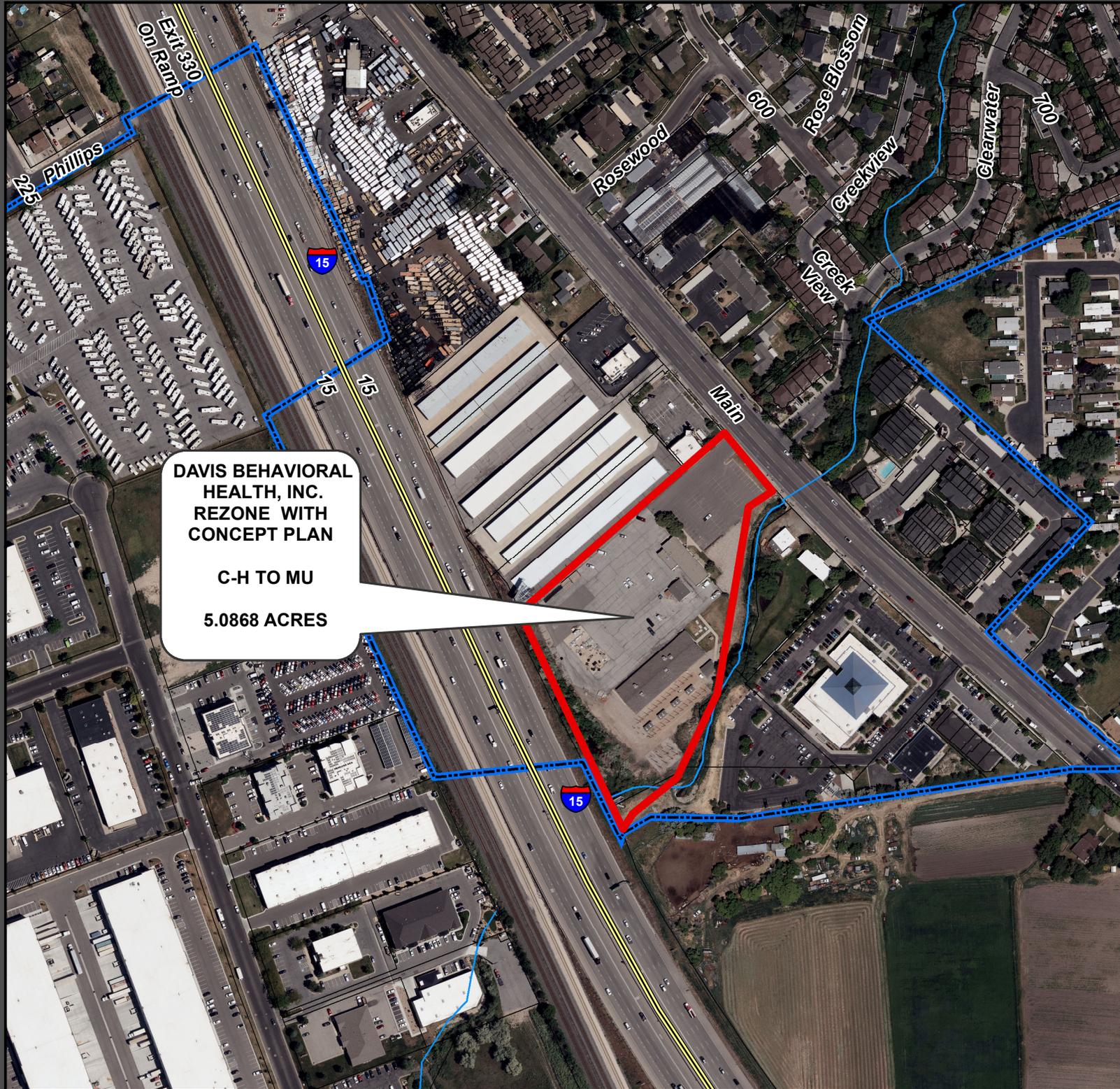
850 SOUTH
MAIN STREET

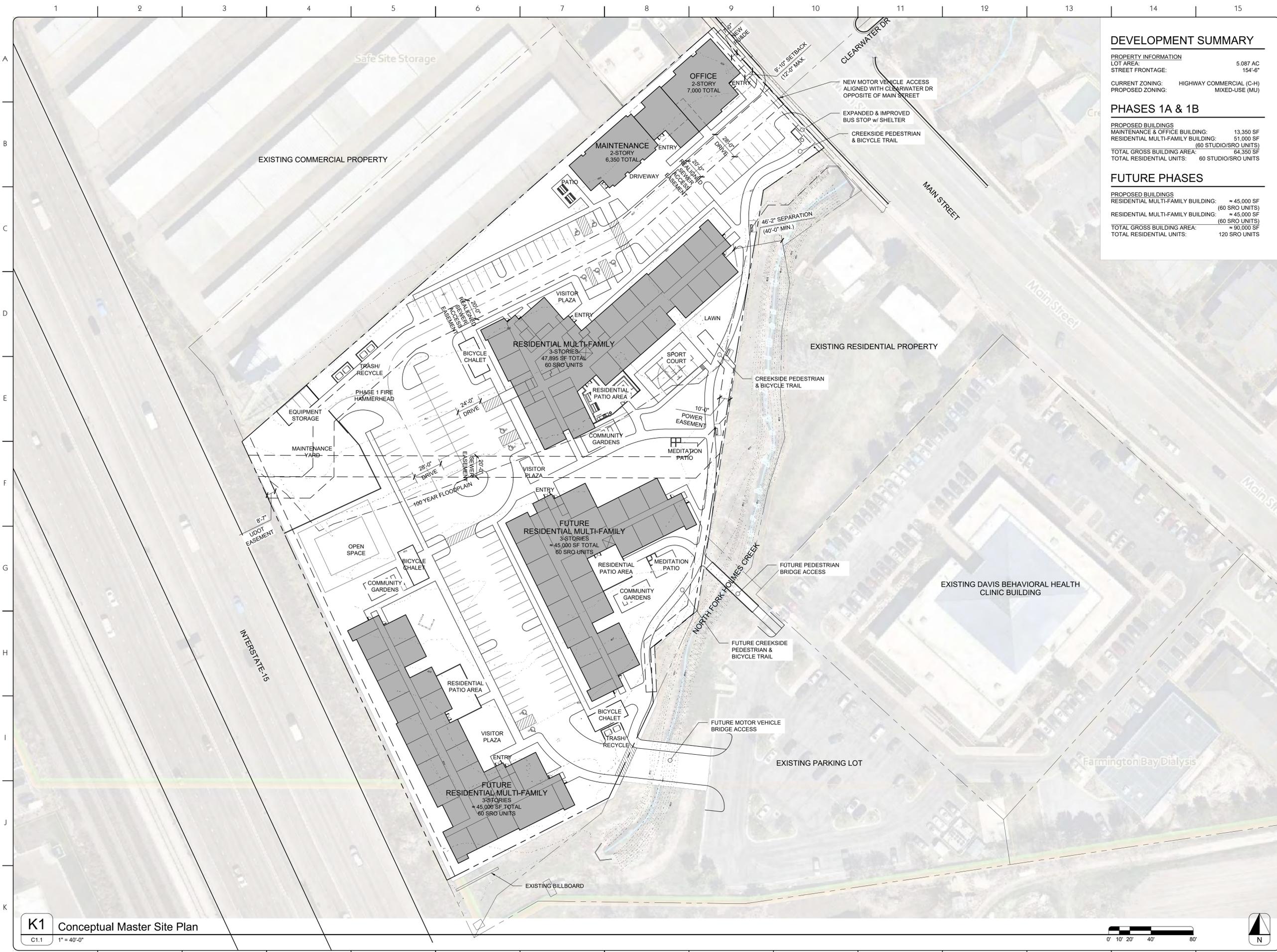
REZONE FROM
C-H TO MU

Legend

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

 - Project Area





DEVELOPMENT SUMMARY

PROPERTY INFORMATION
 LOT AREA: 5.087 AC
 STREET FRONTAGE: 154'-6"
 CURRENT ZONING: HIGHWAY COMMERCIAL (C-H)
 PROPOSED ZONING: MIXED-USE (MU)

PHASES 1A & 1B

PROPOSED BUILDINGS
 MAINTENANCE & OFFICE BUILDING: 13,350 SF
 RESIDENTIAL MULTI-FAMILY BUILDING: 51,000 SF
 (60 STUDIO/SRO UNITS)
 TOTAL GROSS BUILDING AREA: 64,350 SF
 TOTAL RESIDENTIAL UNITS: 60 STUDIO/SRO UNITS

FUTURE PHASES

PROPOSED BUILDINGS
 RESIDENTIAL MULTI-FAMILY BUILDING: = 45,000 SF
 (60 SRO UNITS)
 RESIDENTIAL MULTI-FAMILY BUILDING: = 45,000 SF
 (60 SRO UNITS)
 TOTAL GROSS BUILDING AREA: = 90,000 SF
 TOTAL RESIDENTIAL UNITS: 120 SRO UNITS

Davis Behavioral Health-Housing Campus

850 South Main Street
 Layton, UT 84041

Davis Behavioral Health
 Attn: Brandon Hatch
 801.773.7060

assist
 COMMUNITY DESIGN CENTER

Tel: 801.355.7085 | TTY: 711
 218 East 500 South | Salt Lake City, UT 84111 | www.assistutah.org

NOT FOR CONSTRUCTION

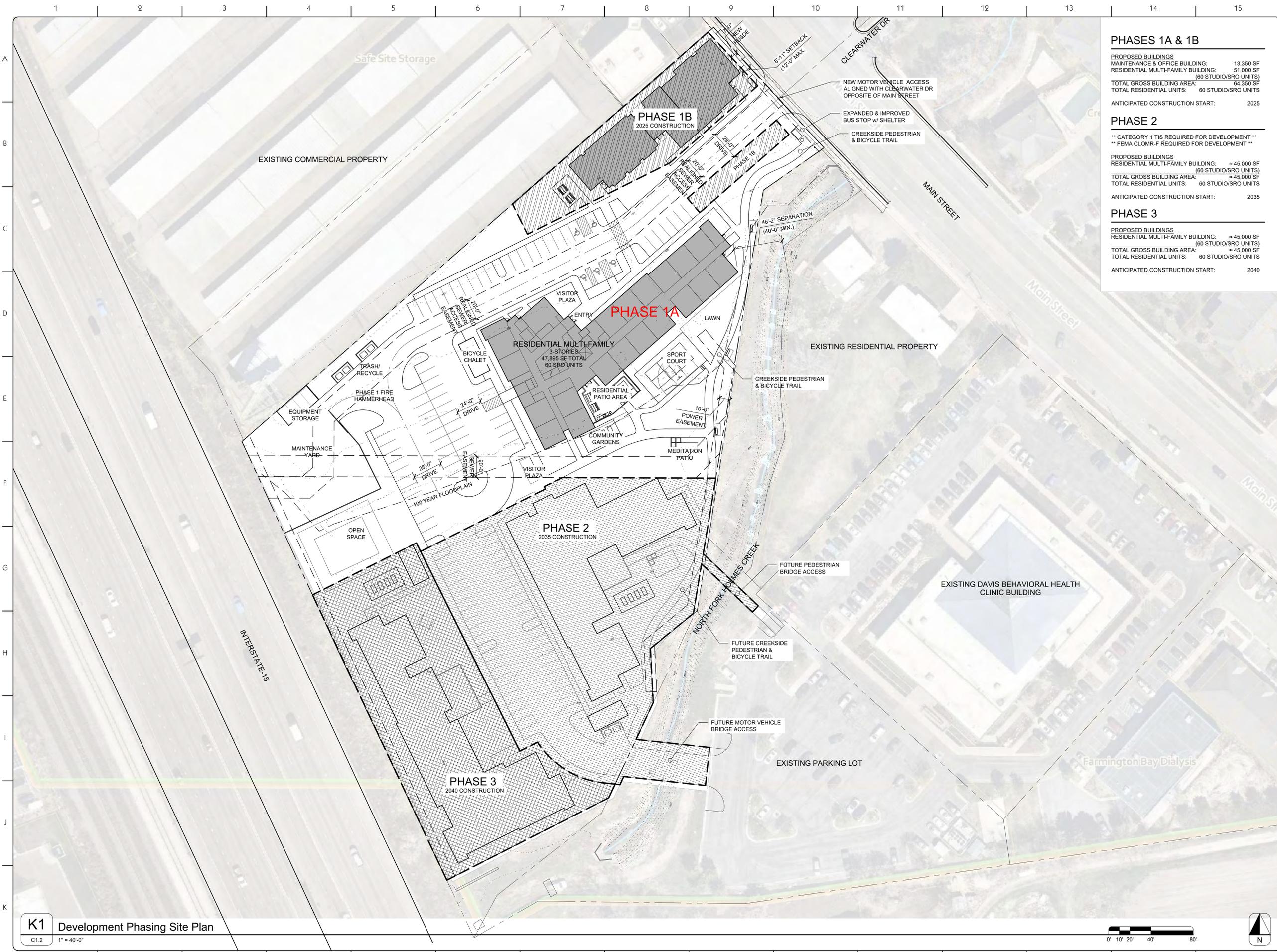
Revision _____ Date _____

Project No:
 Date: 01.31.2025
 COPYRIGHT 2024
 ASSIST Community Design Center

Conceptual
 Master Site Plan

C1.1





PHASES 1A & 1B	
PROPOSED BUILDINGS	
MAINTENANCE & OFFICE BUILDING:	13,350 SF
RESIDENTIAL MULTI-FAMILY BUILDING:	51,000 SF
(60 STUDIO/SRO UNITS)	
TOTAL GROSS BUILDING AREA:	64,350 SF
TOTAL RESIDENTIAL UNITS:	60 STUDIO/SRO UNITS
ANTICIPATED CONSTRUCTION START:	2025
PHASE 2	
** CATEGORY 1 TIS REQUIRED FOR DEVELOPMENT **	
** FEMA CLOMR-F REQUIRED FOR DEVELOPMENT **	
PROPOSED BUILDINGS	
RESIDENTIAL MULTI-FAMILY BUILDING:	= 45,000 SF
(60 STUDIO/SRO UNITS)	
TOTAL GROSS BUILDING AREA:	= 45,000 SF
TOTAL RESIDENTIAL UNITS:	60 STUDIO/SRO UNITS
ANTICIPATED CONSTRUCTION START:	2035
PHASE 3	
PROPOSED BUILDINGS	
RESIDENTIAL MULTI-FAMILY BUILDING:	= 45,000 SF
(60 STUDIO/SRO UNITS)	
TOTAL GROSS BUILDING AREA:	= 45,000 SF
TOTAL RESIDENTIAL UNITS:	60 STUDIO/SRO UNITS
ANTICIPATED CONSTRUCTION START:	2040

Davis Behavioral Health-Housing Campus

850 South Main Street
Layton, UT 84041

Davis Behavioral Health
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801.773.7060

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NOT FOR CONSTRUCTION

Revision	Date

Project No:
Date: 01.31.2025
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ASSIST Community Design Center

Development Phasing Plan

C1.2






STACK ROCK GROUP
 LANDSCAPE ARCHITECTURE & MASTER PLANNING
 (208) 345-8500 | StackRockGroup.com
 404 S 8th St. #300A1
 Boise, ID 83702
 SRG PN: 24-3010

HOUSING FACILITY @ 850 MAIN

850 South Main Street
Layton, UT 84041

Davis Behavioral Health
Attn: Brandon Hatch
801.773.7060

assist
COMMUNITY DESIGN CENTER

Tel: 801.355.7085
 218 East 500 South
 www.assistutah.org
 TTY: 711
 Salt Lake City, UT 84111

NOT FOR CONSTRUCTION

Revision	Date

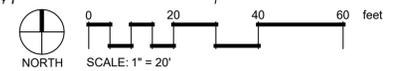
Project No:
 Date: 02.06.2025
 COPYRIGHT 2024
 ASSIST Community Design Center

RESIDENTIAL AMENITY PLAN

L100

LANDSCAPE MATERIALS LEGEND:

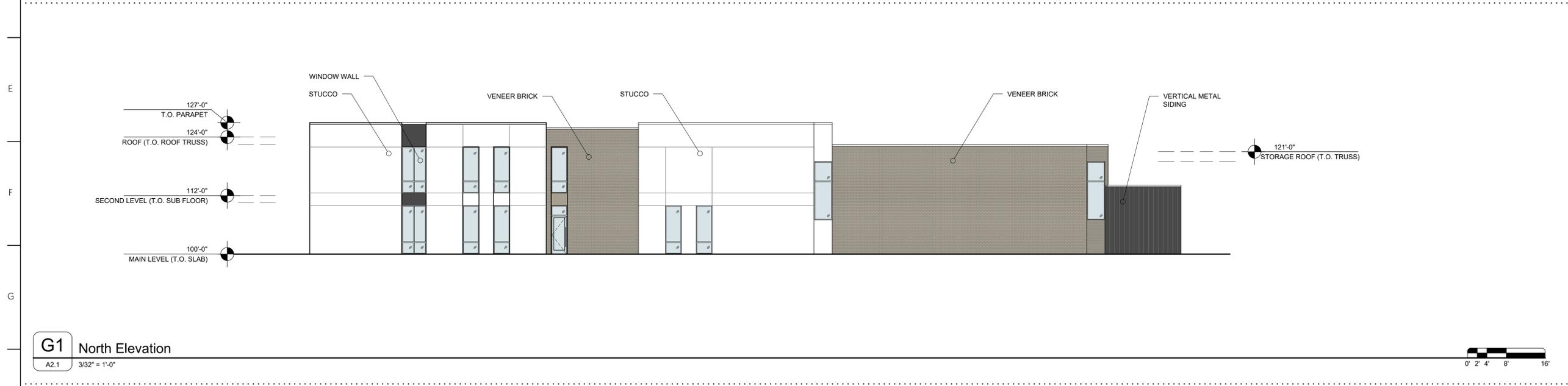
- | | |
|--|---|
|  LAWN AREA |  PLANTER BED AREA |
|  PAVER / ENHANCED PAVING AREA |  DECOMPOSED GRANITE SURFACING OR SIMILAR OTHER |
|  RED FESCUE SEED OR NATIVE SEED MIX | |





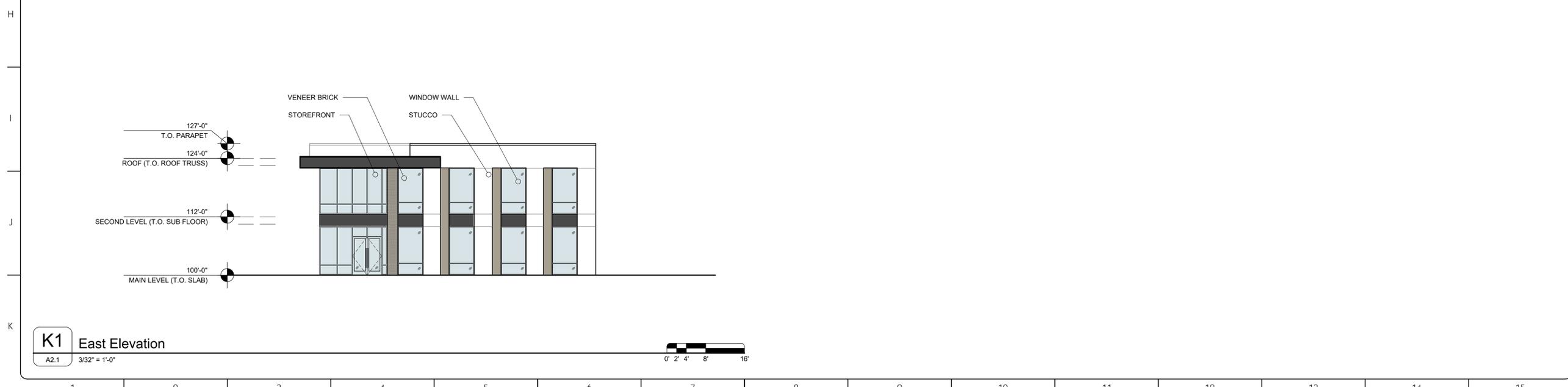
D1 South Elevation

A2.1 3/32" = 1'-0"



G1 North Elevation

A2.1 3/32" = 1'-0"



K1 East Elevation

A2.1 3/32" = 1'-0"

Davis Behavioral Health-Housing Campus

850 South Main Street
Layton, UT 84041

Davis Behavioral Health
Attn: Brandon Hatch
801.773.7060



Tel: 801.355.7085 | TTY: 711
218 East 500 South | Salt Lake City, UT 84111 | www.assistutah.org

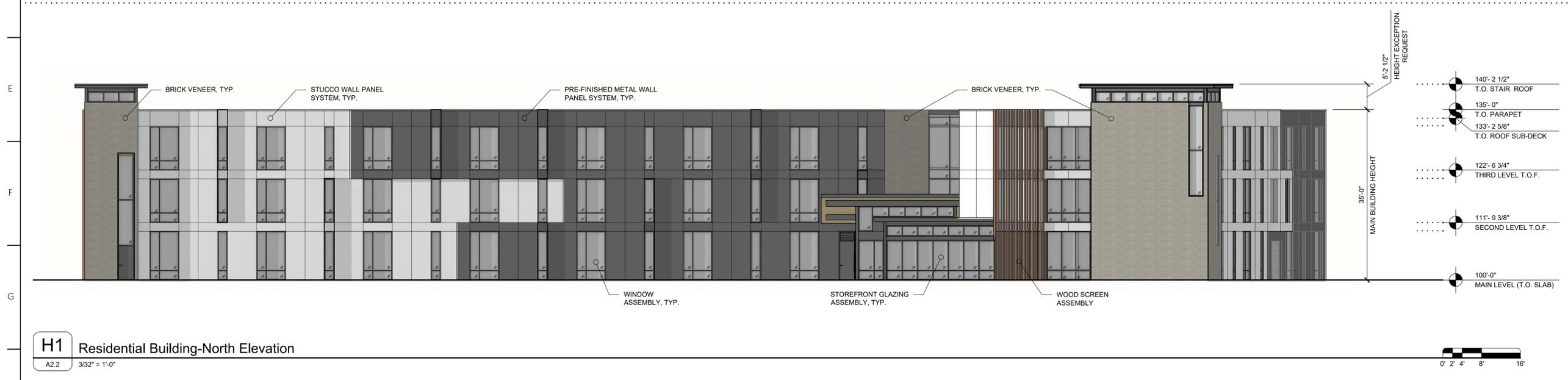
NOT FOR CONSTRUCTION

Revision Date

Project No:
Date: 02.11.2025
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ASSIST Community Design Center

Building Elevations

A2.1



Davis Behavioral Health- Main Campus
 850 South Main Street
 Layton, UT 84041
 Davis Behavioral Health
 Attn: Brandon Hatch
 801.773.7060

assist
 COMMUNITY DESIGN CENTER
 Tel: 801.355.7085 | TTY: 711
 218 East 500 South | Salt Lake City, UT 84111 | www.assistutah.org

NOT FOR CONSTRUCTION

Revision	Date

Project No:
 Date: 07.15.2024
 COPYRIGHT 2024
 ASSIST Community Design Center

Proposed Building Elevations

A2.2

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

Item Number: 6.B.

Subject:

Rezone Request with Concept Plan and Development Agreement – Hobbs Creek Villas PRUD – Rezone from R-S (Residential Suburban) to R-1-10 PRUD (Single Family Residential, Planned Residential Unit Development) – Resolution 25-16 and Ordinance 25-08 – Approximately 3265 North Hobbs Creek Drive

Background:

The applicant, Adam Anderson representing Goldcrest Homes, is requesting a rezone for the subject property. The rezone request is to change the current zone from R-S to R-1-10 PRUD. The request for the rezone is to allow the property to be developed for single-family homes on building pads.

The proposed PRUD concept plan includes 27 single-family residential building pads on 13.38 acres. Eight of the twenty-seven single-family homes will be attached units that can be considered twin homes. The PRUD ordinance allows for a maximum of 30 percent of the PRUD development to be attached units. Instead of traditional lots for detached single-family homes, each home will be constructed on a building pad with the location surveyed on the final plat. These types of homes are also known as patio homes, where the homeowner owns the footprint of their home and possibly limited common area around their home. The property surrounding their home is recorded as a common area to be maintained by a homeowners' association.

The property is located in a sensitive lands/hillside area and requires the development to be reviewed through the Sensitive Lands Ordinance. The City has been working with the applicant on resolving geotechnical and geological issues with the property through the applicant's geotechnical engineers, geologists and the City's third-party geotechnical engineers and geologists.

Both the PRUD and Sensitive Lands ordinances require a conceptual plan that is detailed enough to mitigate all geotechnical and geological concerns while designing a development that is required to meet all other subdivision ordinance requirements. The conceptual plan is to be reviewed by the Planning Commission and approved by the City Council in conjunction with the rezone petition.

The PRUD development includes amenities such as pickleball courts, walking trails, and gathering places with seating areas and pavilions. The applicant has been working with the City's Parks and Engineering Departments to include a future public trail through the PRUD that will provide an important connection for the Kays Creek Trail. The trail currently terminates at the applicant's west property line. With this proposed development, the trail will wind through the proposed open-space areas of the development and connect to Hobbs Creek Drive, where the trail travels under Highway 89. The trail will eventually connect to the Bonneville Shoreline Trail to the east.

A Development Agreement is accompanying the rezone with certain requirements of Goldcrest Homes that are highlighted in the Staff report. The Agreement is included as a part of this agenda item.

Alternatives:

Alternatives to the First Motion are to: 1) Adopt Resolution 25-16 approving the Development Agreement between Layton City and ACJ LLC; or 2) Not adopt Resolution 25-16 denying the Development Agreement.

Alternatives to the Second Motion are to: 1) Adopt Ordinance 25-08 approving the rezone with concept plan request from R-S (Residential Suburban) to R-1-10 PRUD (Single Family Residential, Planned Residential Unit Development); 2) Adopt Ordinance 25-08 approving the rezone with concept plan request from R-S (Residential Suburban) to R-1-10 PRUD (Single Family Residential, Planned Residential Unit Development) with modifications; or 3) Not adopt Ordinance 25-08, denying the rezone with concept plan request.

Recommendation:

On March 11, 2025, the Planning Commission voted 3 to 2 to forward a positive recommendation to the City Council to approve the rezone with concept plan request from R-S (Residential Suburban) to R-1-10 PRUD (Single Family Residential, Planned Residential Unit Development). In addition, the Planning Commission voted 3 to 2 to forward a positive recommendation to the City Council to approve the Development Agreement.

The two Commissioners that voted to not adopt Ordinance 25-08 and Resolution 25-16 stated their reasons, which included the subject property needs to have radon testing of the existing soil and the City should require a traffic impact study.

Staff's response is that any radon testing is done through the building permit process and not through geotechnical and geological studies. Per the City's Design Standards and Guidelines, the City cannot require a traffic impact study with the number of units being 100 or less as proposed.

Staff supports the Planning Commission recommendations.

RESOLUTION 25-16

**ADOPTING AN AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN
LAYTON CITY AND ACJ LLC**

WHEREAS, ACJ LLC (Owner) is developing certain property located at approximately 3265 North Hobbs Creek Drive (Rezone Area) in Layton City; and

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

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

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

1. That the agreement entitled "Agreement for the Development of Land Between Layton City and "ACJ LLC", which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor be authorized to execute the Agreement, which is attached here to and incorporated herein by this reference.
3. This Resolution shall become effective immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **10th day of April, 2025**.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

For: 
CLINTON R. DRAKE, City Attorney


WESTON APPLONIE, Community &
Economic Development Director

ORDINANCE 25-08
(Approximately 3265 North Hobbs Creek Drive Rezone)

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF PARCELS 09-007-0087, 09-007-0011, AND 09-007-0032 DESCRIBED HEREIN, LOCATED AT APPROXIMATELY 3265 NORTH HOBBS CREEK DRIVE FROM "RS" (RESIDENTIAL SUBURBAN) TO "R-1-10 PRUD" (SINGLE FAMILY RESIDENTIAL WITH THE PLANNED RESIDENTIAL UNIT DEVELOPMENT OVERLAY); 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 RS to R-1-10 PRUD 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 RS to R-1-10 PRUD:

Parcel 09-007-0087

BEG AT A PT N 0[^]28' E 566.7 FT FR SE COR SEC 2-T4N-R1W, SLB&M; TH N 69[^]07' W 45.84 FT; TH N 3[^]04' E 88.0 FT; TH N 87[^]50' E 94.08 FT, M/L, TO W LINE OF PPTY CONV IN WARRANTY DEED RECORDED 10/22/1992 AS E# 998019 BK 1545 PG 209; TH ALG SD LINE THE FOLLOWING COURSE: S 3[^]38'58" W 122.27 FT, M/L, TO S BNDRY LINE OF GRANTORS LAND; TH S 87[^]50' W 43.78 FT, M/L, ALG SD S'LY LINE TO POB.

Parcel 09-007-0011

BEG AT PT 306.5 FT N 0[^]28' E & N 89[^]32' W 17.9 FT FR SE COR SEC 2-T4N-R1W, SLB&M; TH N 4[^]13' W 133.81 FT; TH N 2[^]18' W 40 FT; TH S 89[^]32' E 30.77 FT; TH N 0[^]28' E 86.88 FT; TH N 69[^]07' W 45.84 FT; TH N 3[^]04' E 88.0 FT; TH N 87[^]50' E 51 FT, M/L, TO E LINE OF SEC 2; TH N 0[^]28' E ALG SEC LINE TO A PT 806.5 FT N 0[^]28' E FR SE COR SEC 2; TH W 871.2 FT; TH S 500 FT; TH E 853.3 FT, M/L, TO BEG

Parcel 09-007-0032

BEG AT A PT 806.5 FT N ALG THE SEC LINE FR THE SE COR OF SEC 2-T4N-R1W, SLM; & RUN TH W 871.2 FT; TH N 45[^] E 100.7 FT; TH N 89 FT; TH E 800 FT TO THE SEC LINE; TH S 160.2 FT TO THE POB.

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.

PASSED AND ADOPTED BY THE LAYTON CITY COUNCIL ON APRIL 10, 2025.

	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
For: CLINTON R. DRAKE, City Attorney

Weston Applonie
WESTON APPLONIE, Community &
Economic Development Director

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND
ACJ LLC**

THIS AGREEMENT for the development of land (hereinafter referred to as “Agreement”) is made and entered into this _____ day of _____, 2025, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as “City”), and property owner ACJ LLC (hereinafter referred to as “Owner”), with City and Owner collectively referred to as “Parties” and separately as “Party”.

RECITALS

WHEREAS, in furtherance of the objectives of the Layton City General Plan, the City has considered an application for a zone change of a certain property located at approximately 3265 North Hobbs Creek Drive in Layton City (hereinafter the “Subject Area”) from R-S (Residential Suburban) to R-1-10 PRUD (Single-Family Residential, Planned Residential Unit Development); and

WHEREAS, Parties desire to enter into this Agreement to provide for the development of the Subject Area consisting of approximately 13.38 acres (hereinafter the “Development Area” as depicted on Exhibit A), in a manner consistent with the City’s General Plan and the intent reflected in that Plan; and

WHEREAS, City is willing to grant approval of R-1-10 PRUD zoning on the Development Area, subject to Owner agreeing to certain limitations and undertakings described herein, which Agreement will provide protection to surrounding property values and will enable the Council to consider approval of such development at this time; and

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

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

**ARTICLE I
DEFINITIONS**

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

1.1 “City’s Undertakings” shall mean the obligations of the City set forth in Article III.

1.2 “Owner’s Undertakings” shall have the meaning set forth in Article IV.

1.3 “R-1-10 PRUD” zoning shall mean a single-family residential use district with limited townhome units within a Planned Residential Unit Development overlay (PRUD). The use, maximum density, site, and building design standards of the R-1-10 PRUD zoning is regulated by Table 5-1 and 5-2 of the Zoning Regulation Chart and Chapters 19.07 and 19.08 of the Layton Municipal Code, as shown in Appendix A. These zoning districts are further restricted by the provisions set forth in Article IV.

**ARTICLE II
CONDITIONS PRECEDENT**

2.1 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Council.

2.2 R-1-10 PRUD zoning consistent with Exhibit A is a condition precedent to Owner's Undertakings in Article IV.

**ARTICLE III
CITY'S UNDERTAKINGS**

3.1 Subject to the satisfaction of the conditions set forth in Article IV, City shall approve the rezone of the Development Area from its present zoning to R-1-10 PRUD, as depicted on Exhibit A, with an effective date of no sooner than the effective date and adoption of this Agreement by the Council. Any zoning amendment shall occur upon a finding by the Council that it is in the best interest of the health, safety, and welfare of the citizens of Layton City to make such a change at this time. All permits and site plan reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

3.2 The proposed zoning changes are as reflected in Exhibit A for the overall area.

**ARTICLE IV
OWNERS' UNDERTAKINGS AND RIGHTS**

After the Effective Date, and conditioned upon City's performance of its undertakings set forth in Article III, and provided Owner has not terminated this Agreement pursuant to Section 7.8, Owner agrees to the following:

- 4.1 **Development Size.** The proposed development shall contain approximately 13.38 acres and shall come from parcel IDs 09-007-0011, 09-007-0032 and 09-007-0087.
- 4.2 **Zoning.** Zoning and development of the Development Area shall comply with Article II. Once the Development Area is zoned in accordance with Article II, development of the Development Area shall comply with all applicable City rules, regulations, and codes.
- 4.3 Owner agrees that each phase of the Subdivision approved by City must comply with all the requirements of the City Code prior to the approval of any phase in the subdivision.
- 4.4 The maximum number of residential units shall not exceed 27 single-family units. All lots/units shall be located approximately in the same location as shown in Exhibit B (Concept Plan).
- 4.5 **Open Space & Landscaping.** Landscaping shall meet the requirements of the municipal code and be substantially compliant with exhibits C-1, C-2, C-3, C-4 and C-5. Landscaping shall also meet the requirements of the City approved geotechnical reports with sprinklers placed a minimum of 30 feet from the crest of the slope and the use of native drought resistant plants with minimum watering.

4.6 **The Amenity.** As used, herein the term “the Amenity” shall include two pickle ball courts, shuffleboard courts, an impervious surface paths/trail, metal pergola with seating, a pavilion with overlook seating, and a trail dedicated to the City. All paths/trails shall be installed with asphalt and/or concrete. The location of each amenity shall be approximately in the same location as shown in Exhibits C-1, C-2, C-3, C-4, and C-5. The amenity shall be maintained by the Home Owners Association (HOA). An exemption to this will be the trail dedicated to the City for public access. This trail located throughout the development will be constructed by the Developer’s hired Contractor; and maintained in perpetuity by the City. See Exhibit X for clarification of responsibilities and limits.

4.6.1 Owner agrees to retain ownership of the Amenity until the Amenity is completed. The Amenity shall be substantially similar in design, quality, and materials as depicted in Exhibits D-1, D-2 and D-3.

4.7 **Issuance of Building Permits.** Provided Owner and the builders are in compliance with the City’s Code, the terms of subdivision approval, and the City’s Engineering requirements, City will issue building permits and/or occupancy permits in approved phases of the Subdivision up to a total of 15 units of the total 27 that could be approved under the Subdivision approval.

4.7.1 As used, herein the term “Major Amenity” shall include all paths and trails (including the trail to be constructed and dedicated to the City), open space areas, and proposed pickle ball courts and shuffleboard court as shown in Exhibits C-1 through C-5. Prior to the issuance of the 15th residential building permits and/or certificates of occupancy, construction on the Major Amenity shall commence. In the event the Amenity is not completed prior to the issuance of the 15th building permit and/or certificate of occupancy, City may withhold issuance of further building permits and/or certificates of occupancy until the Amenity is completed, or at the discretion of City, until a cash (or equivalent) bond is posted by Owner in an amount determined by City after receipt from Owner of an accurate cost estimate, to cover the cost of the Amenity. The Amenity must be completed within one year from the date of the issuance of the 15th permit and/or certificate of occupancy or within 12 months of the posting of the bond if a bond is permitted, whichever occurs sooner.

4.7.2 Owner agrees to defend and hold City harmless for any cause of action arising out of City’s restriction on the issuance of building permits and/or certificates of occupancy that cannot be issued because Owner fails to install the Amenity according to the terms of this Amendment.

4.8 **Residential Design Standards.** All single-family buildings shall comply with the requirements outlined in Layton City Municipal Code 19.08 Planned Residential Unit Development (PRUD) Overlay Zone.

4.8.1 All residential buildings shall have an architectural style that is substantially similar in design, quality, and materials as shown in Exhibits E-1 and E-2, E-3 and E4 for single-family buildings.

4.8.2 At least five single-family elevations shall be provided at the time of preliminary review consistent with Exhibits E-1 through E-4. The elevations provided shall

be combined with a dimensioned floor plan to verify compliance with setbacks. The additional elevations shall be distinctly separate in design and shall comply with the requirements detailed in this agreement.

- 4.8.3 Twenty percent of all street-facing sides of primary and accessory buildings shall be finished with masonry. For the purposes of this section, masonry shall include brick stone or cementitious siding but shall not include stucco or similar products. Engineered wood siding cannot be used as a substitute for cementitious siding. Calculation of minimum percentage shall not include entry feature columns.
- 4.8.4 Application of Exterior Brick or Rock Materials: To achieve the appearance of masonry as a structural component of the architecture, exterior masonry materials shall extend beyond any exterior wall corner by a depth of at least 18" onto the adjoining (perpendicular) wall elevation. This requirement shall also apply to non-masonry exterior materials, such that transitions of materials do not occur at building corners. The uniform application of building materials at corners shall extend vertically up to the roof eaves.
- 4.8.5 No exterior single-family elevation may be duplicated or repeated within 2 lots in either direction of dwelling including lots facing the subject home and/or including 2 lots in either direction of the lots facing the subject home.
- 4.8.6 All residential units shall have double car garages with a minimum size of 20'x20', as measured from the interior garage walls. The depth of one space may be reduced to a minimum of 18' to accommodate mechanical equipment (stairs and/or doors are not permitted to encroach).
 - 4.8.6.1 At time of preliminary review, a floor plan for each single-family unit-type shall be submitted to the City to verify compliance with the garage/parking requirements. All plans shall be completed by a design professional and drawn to a standard scale large enough to clearly show all details required to verify compliance.
- 4.8.7 All residential units shall have an open-air entrance feature (front porch). Front entrance feature dimensions shall consist of a minimum depth and width of seven feet. The area directly in front of the door measuring 3' wide and running the depth of the entry feature shall not be counted towards the front entrance feature. The entry feature shall be one continual space. These front entrance features may encroach no more than five feet into the front yard setback. At time of preliminary review, a floor plan for the single-family homes for each unit-type shall be submitted to the City to verify compliance with the porch requirements. All plans shall be completed by a design professional and drawn to a standard scale large enough to clearly show all details required to verify compliance.
- 4.8.8 Residential buildings that may not encompass the entire building pad that back onto or are on the side of common open space area(s) may provide a vinyl, wrought iron, or similar fence to delineate the privately-owned rear and/or side yard from the common open space area. Chain link fence shall not be permitted. Water wise shrubs/ornamental grasses shall be planted within the common area to further enhance the boundary delineation between private and common open space areas.

4.9 **Single-Family Building Setbacks.**

- 4.9.1 Each single-family home shall be limited to the patio home lot as surveyed and shown in Exhibit B (Concept Plan). The following setbacks shall be enforced for the patio home lots, Front yard living area: 12'; Garage fronting onto streets: 20'; side to front, side to rear, and rear to rear setback: 20'; Side yard setback: 5' with a total of 10' between primary structures, side corner lot setback: 8'.
- 4.9.2 Setbacks shall be noted on the plat outlining specific setback requirements.
- 4.9.3 A window well that is less than seven feet away from a window well of an adjacent home is required to have a cover. Window wells must maintain a minimum of a 4-foot separation from window wells on adjacent lots.
- 4.9.4 The drive approach for corner lots shall be located along the interior side of the lot. The approach shall be a minimum of 4.5 feet from the side property line and 50' from the back of curb of the adjacent side street.
- 4.9.5 Driveways shall not exceed 12 percent slope.

4.10 **Trails/Pathways and Access Easements.** All trails/pathways and access easements shall be located approximately in the same location as shown in Exhibit B (Concept Plan).

- 4.10.1 Trails/pathways shall be constructed with a hard surface material such as concrete or asphalt. Loose or compacted gravel shall not be permitted, including the storm drain easement trail required by the City.
- 4.10.2 Trails/pathways that run parallel to public right-of-ways shall be constructed with concrete, asphalt shall not be permitted.

4.11 **Site Grading and Development.**

- 4.11.1 No portion of the subdivision may be mass graded without a permit.
- 4.11.2 All excavated dirt/fill that is pulled from the development for basements shall be disposed of off-site and shall not be dumped and/or re-located within the development unless the grading plan is amended and approved by city engineer prior to final plat approval.
- 4.11.3 Retaining walls shall be constructed concurrently with the roadways and trails for each phase of the development and shall meet all geotechnical and structural engineering requirements. All retaining walls shall be installed as per approved plans and before the final plat can be recorded.
- 4.11.4 Individual lot grading shall be required at final plat review.
- 4.11.5 Each building permit shall include:
 - 4.11.5.1 An individual lot grading plan that is compliant with the grading plan approved by the City.

- 4.11.5.2 A landscape plan for the entire lot/ parcel that is compliant with the water-wise landscaping requirements as outlined in the Layton City Municipal Code 19.16 as well as the geotechnical engineer requirements as outlined in the City approved geotechnical reports.
- 4.11.5.3 A site plan showing the location of the footprint for adjacent homes, to verify compliance with side yard setbacks as outlined in 4.9.1 of this agreement.
- 4.11.6 Front yard landscaping for each residential lot shall be installed before occupancy is permitted. Alternatively, a cash bond covering 125% of the total landscaping costs may be submitted to the City to secure the completion of the landscaping. The deferral period shall not extend beyond 6 months.
- 4.11.7 An indemnification document shall be signed by the builder/owner and contracted buyer before certificate of occupancy shall be issued. The document shall include the requirements outlined in 4.12.1, 4.12.2, 4.12.3, 4.12.4, 4.12.5, 4.12.6, 4.12.7, 4.12.8, and 4.12.9 of this agreement.
- 4.11.8 High back curbing shall be required through the private road connected to the single-family homes except along driveways.
- 4.11.9 The PRUD development shall adhere to all requirements and recommendations with regards to CMT Technical Services and Geostrata's geotechnical and geological hazards reports that have been accepted by the City Development Staff for development of the property to which these reports pertain. Site grading, excavation, and retaining wall construction shall be inspected by the stated qualified geotechnical and/or structural engineers per their recommendations for the scope of work being completed.
- 4.12 **Final Plat.** The following items must be included/noted on the final plat for all phases within the development.
- 4.12.1 The location of all retaining walls shall be outlined and noted on the plat. A retaining wall easement shall be established for each retaining wall, the retaining wall shall run through the center of the easement. The size of the easement shall be determined by the Layton City Engineer. The easement shall protect against the removal, and/or modification of the retaining walls. The HOA shall be responsible for the maintenance of the retaining walls and any required drains, swales, etc. associated with the construction and structure of the walls.
- 4.12.2 The buildable area for each lot shall not include areas where geo-fabric is located as part of the retaining wall design. Areas containing geo-fabric shall be shown on the plat as a No Build Area. The notes on the plat shall define a No Build Area as restricting additions, accessory structures over 200 square feet, decks, the placement of pools and/or any structure requiring a footing and foundation that will impact the integrity of the geo-fabric within the designated areas.
- 4.12.3 The grading for the development and each lot shall comply with the grading plan

approved by Layton City and the geotechnical engineer. The grading of any lot/parcel shall not be modified from the approved plan.

4.12.4 The property within this plat is partly or wholly located within Layton City's Sensitive Lands Overlay Zone, as shown on Layton City Sensitive Lands and Geologic Hazards Map (on public display in the Layton City Planning Department at the time of this recording). In conjunction with the approval of the subdivision, subdivision-level geotechnical and geological studies and reports were conducted and prepared on the property. Said studies and reports are on file for public inspection with the Layton City Planning Department. Each individual lot owner/builder contractor/purchaser is responsible for complying with the geotechnical studies and reports completed by CMT Geotechnical and GeoStrata. Layton City is not responsible for any engineering or inspection failure or any damages resulting therefrom. Any damage caused to public property, public interest in property, public improvements, or public facilities in the subdivision by either a failure to comply with the referenced reports, shall be repaired by the party failing to comply therewith. Each lot owner/building contractor/purchaser will be required to sign a document prepared by Layton City that indicates the existence of geotechnical reports regarding the subdivision and will comply with said reports.

4.12.4.1A geotechnical report should also be conducted by the Developer to include the alignment of the City trail both on and off of the property so as to ensure that its vertical and horizontal alignment is possible to fully connect the trail.

4.12.5 All utilities and infrastructure outside the public right-of-way in the entire development are to be owned and maintained by the HOA, except for utility main lines located in public easements.

4.12.6 Common and limited common areas will be owned and maintained by the HOA.

4.12.7 Common and limited common areas shall contain a perpetual non-exclusive easement, conveyed to Layton City and to any and all Public Utility Companies that shall be used for drainage and the installation, maintenance, and operation of utility lines and facilities; the trail dedicated to the City shall also contain a perpetual public trail and access easement which shall be accessible to Layton City, Davis County Flood Control for installation, maintenance, operation, and use; and the General Public for use and access along this trail.

4.13 **Deed Restriction/Declaration.** A deed restriction/declaration shall be recorded for each parcel and shall include the requirements outlined in 4.12.2, 4.12.3, 4.12.4, and 4.12.5.

4.14 **Homeowners Association.** Owner shall provide for and record enforceable covenants, conditions, and restrictions (CCRs) providing architectural design consistency. Owner shall cause an HOA to be constituted as part of CCRs with the duties of maintaining the front yards of the lots and any amenities delineated in an approved final plat. The HOA shall be required to be managed by a professional management company to ensure efficient, timely, and complete administration of HOA duties and responsibilities. The CCRs shall establish the City with a controlling interest in the HOA for the matter of voting to dissolve the HOA.

4.14.1 The homeowners within the development may elect to have the HOA maintain other portions of their private property, specifically the side and rear yards.

4.14.2 The following statements shall be included as a part of the CCRs:

4.14.2.1 The HOA shall be responsible for the ownership and maintenance of all private utilities, private streets, lot/parcel drainage areas, open space areas, including landscape buffers, detention basins, retaining walls, trails and pathways (except for the section of trail specifically dedicated to Layton City within the 20' wide public trail and access easement who shall maintain that section of trail into perpetuity), and any other amenities, and fencing. The HOA shall also be responsible for maintenance of all open space/common areas within the development. Plantings that die within open spaces/common areas shall be promptly replaced. Damaged trails, pathways, fencing, and/or other amenities shall be promptly repaired or replaced.

4.14.2.2 Requirements outlined in 4.12.1, 4.12.2, 4.12.3, 4.12.4, 4.12.5, 4.12.6, 4.12.7, 4.12.8, and 4.12.9 of this agreement shall be included as a part of the CCRs.

4.15 **Public Utilities.** Owner acknowledges and agrees that any development shall comply with all development standards, guidelines, ordinances, regulations, and statutes as exist at time of development.

4.15.1 **Street Connection.** The public streets identified in Exhibit B (Concept Plan) shall be a residential street with a 39' right of way. The cul-de-sac streets shall be private residential streets with 45' right of ways. All private lanes shall have a width of at least 33'.

4.15.2 **Culinary Water.** There are existing culinary waterlines in the existing public streets adjacent to the property. A sampling station will need to be installed on Hobbs Creek Drive at the entrance to the subdivision.

4.15.3 **Storm Drain.** There is an existing 15" storm drain main at the southwest corner of the property that runs side yard from 3025 North to discharge into a natural drainage. The Owner shall be responsible to capture and pipe the storm drain from this property to the existing system. A drivable surface shall provide access to all manholes and any pipe located outside the right of ways shall be cased.

4.15.4 **Land Drain.** The land drain system must address the foundation drains for any structures that extend below ground level. Should the design of the land drain extend outside the right of ways, the Owner shall be responsible to provide a drivable surface to all manholes and any pipe located outside the right of ways shall be cased.

4.15.5 **Sanitary Sewer.** There is an existing 8" stub in 2850 East and an 8-inch line in the City trail to the west of the property. The Owner shall be responsible for the design and construction of the sanitary sewer to one of these mains. Should the connection be made to the sewer main to the west, a drivable surface shall provide access to all manholes and the pipe outside the right of ways shall be cased.

- 4.16 **Water Exactions.** Owner shall be responsible for complying with the City's Water Exaction requirements effective on the date of execution of this agreement. The final amounts shall be determined upon review of the final development plans.
- 4.17 **Precedence of this Agreement.** This agreement shall take precedence over any contrary provisions of any Staff memorandums or representations.
- 4.18 **Not Considered Approvals.** Except as otherwise provided herein, these enumerations are not to be construed as approvals thereof, as any required approval process must be pursued independent hereof.
- 4.19 **Amendments.** Owner agrees to limit development to the uses and requirements provided herein unless any of the Development Area is rezoned. In such event, City and Owner mutually agree to amend this agreement in writing to reflect such rezoning.
- 4.20 **Conflicts.** Except as otherwise provided, any conflict between the provisions of this Agreement and City's standards for improvements shall be resolved in favor of the stricter requirement.
- 4.21 **Property Rights.** By this Agreement and pursuant to Utah Code § 10-9a-532, the Parties acknowledge that Developer has been duly advised that they are or may be waiving property rights, known or unknown, in exchange for the mutual covenants and promises made herein. Developer acknowledges that they intend and agree to the terms of this Agreement and freely and voluntarily waive those rights, which may be lost by this Agreement.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

5.1 **Issuance of Permits - Owner.** Owner, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owner's Undertakings and shall make application for such permits directly to the Layton City Community and Economic Development Department and other appropriate departments and agencies having authority to issue such permits in connection with the performance of Owner's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 **Completion Date.** Owner shall, in good faith, diligently pursue completion of the development of any portion of the subject area where construction is commenced.

5.3 **Access to the Subject Area.** For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owner and its contractor, representatives of City shall have the right of access to the Development Area without charges or fees during the period of performance of Owner's Undertakings. City shall indemnify, defend, and hold Owner harmless from and against all liability, loss, damage, costs, or expenses (including attorney's fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss, or damage caused to any person, property, or improvements on the Development Area arising from the negligence or omissions of City, or its agents or employees, in connection with City's exercise of its rights granted herein.

ARTICLE VI REMEDIES

6.1 **Remedies for Breach.** In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within 30-days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty 30-day period, the Party receiving such notice shall, within such 30 day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

- 6.1.1 Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by Party in default or breach of its obligations;
- 6.1.2 Owner agrees not to contest the reversion of the zoning by the Council to the previous zoning on the property, and hereby holds City harmless for such reversion of the zoning from R-1-10 PRUD.

6.2 **Enforced Delay Beyond Parties Control.** For the purpose of any other provisions of this Agreement, neither City nor Owner, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 **Extensions.** Either Party may extend, in writing, the time for the other Party's performance of any term, covenant, or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant, or condition of this Agreement nor any other default or breach of this Agreement.

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

6.5 **Appeals.** If Owner desires to appeal a determination made hereunder by Staff, said appeal shall be to the City Council with a recommendation from the Planning Commission, whose decision shall be final.

7.5 **Integration Clause.** This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the Parties.

7.6 **Exhibits Incorporated.** Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

7.7 **Attorney's Fees.** In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements, or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorney's fees.

7.8 **Termination.** Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

7.8.1 With regard to Owner's Undertakings, performance of Owner's Undertakings as set forth herein.

7.8.2 With regard to City's Undertakings, performance of City's Undertakings as set forth herein.

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

7.9 **Recordation.** This Agreement shall be recorded in reference to the property and shall run with the land and be binding upon all successors in interest of the property.

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

LAYTON CITY CORPORATION

By: _____
JOY PETRO, Mayor

ATTEST:

By: _____
KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

SUBMITTING DEPARTMENT

For: By: Clinton R. Drake
CLINTON R. DRAKE, City Attorney

By: Weston Applonie
WESTON APPLONIE, Director
Community & Economic Development

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ___ day of _____, 20___, personally appeared before me _____, who being duly sworn, did say that he/she is the Mayor of LAYTON CITY, a municipal corporation of the State of Utah, and that the foregoing Agreement was signed in his/her capacity as Mayor on behalf of the City for approval of the Agreement.

Notary Public

OWNER SIGNATURE AND ACKNOWLEDGMENT

Amedio DePierro, Jr.
ACJ LLC

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ___ day of _____, 20___, personally appeared before me _____, who being duly sworn, did say that they are the Manager of the as the legal property owner of record of the property subject to this Agreement and that he has executed this Agreement with full authority to do so.

Notary Public

HOBBS CREEK
VILLAS PRUD

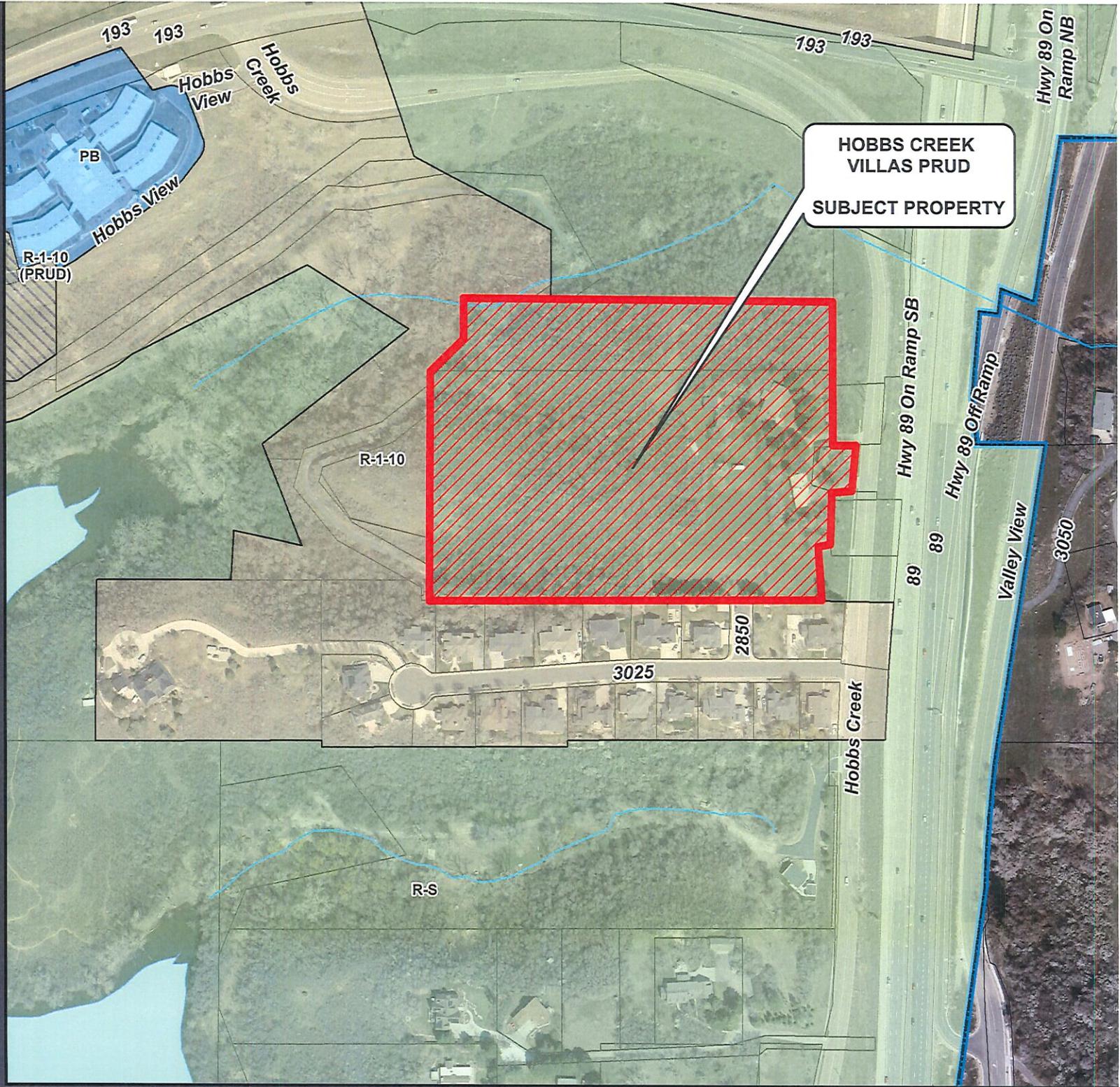
3265 NORTH
HOBBS CREEK
DRIVE

SUBJECT
PROPERTY

Legend

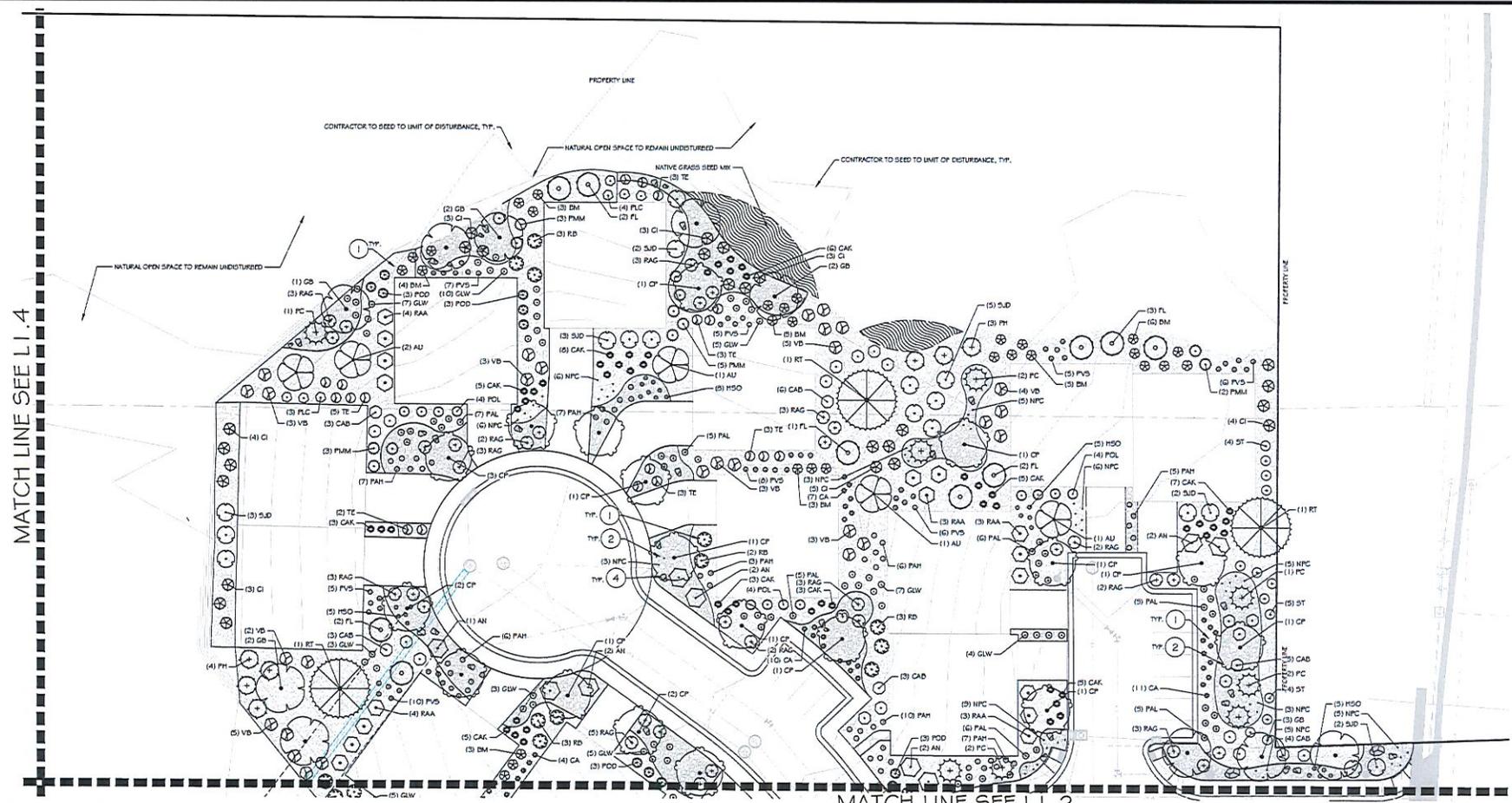
-  Interstate Highways
-  City Boundary
-  Highways
-  Lakes
-  Streams

 - Project Area





HOBB'S CREEK AT LAYTON CITY
LAYTON CITY, UT
LANDSCAPE PLAN



PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES				
CP	<i>Crataegus phanopyrum</i>	Washington Hawthorn	2" Cal.	35
GA	<i>Ginkgo biloba Autumn Gold</i>	Autumn Gold Malesider Tree	2" Cal.	4
GB	<i>Ginkgo biloba PM 2720</i>	Princeton Sentry® Malesider Tree	2" Cal.	4G
MD	<i>Malus × Donald Wyman®</i>	Donald Wyman Crabapple	2" Cal.	7
PC	<i>Pinus oemula 'Oulet'</i>	Oulet Swiss Stone Pine	4" HL	34
PV	<i>Pinus virginiana Canada Red</i>	Canada Red Choccherry	2" Cal.	2
SHRUBS				
AU	<i>Amandorpha italicensis</i>	Utah Serviceberry	5 gal.	0
AN	<i>Arctostaphylos uva-ursi</i>	Parrot Mandarin	5 gal.	16
BS	<i>Baptisia × Incolor 'Starlet'</i>	Starlet Platonicum™ Indigo	5 gal.	13
BM	<i>Boronia repens</i>	Creeping Mahonia	3 gal.	7G
BT	<i>Boronia thurberiana 'Sentry'</i>	Royal Burgundy® Japanese Barberry	5 gal.	24
OTO	<i>Boronia thurberiana 'Orange Rocket'</i>	Orange Rocket Japanese Barberry	5 gal.	9
BOH	<i>Bushloja javana 'Dazz Hot Raspberry'</i>	Hot Raspberry Dutchess Bush	5 gal.	49
CI	<i>Calceolaria dichotoma 'Ivory'</i>	Ivory Purple Dutchess Bush	5 gal.	49
CB	<i>Calluna × clandonensis 'Elate Mist'</i>	Blue Mist Dutchess	5 gal.	49
CAD	<i>Coma alba 'Bakula' TM</i>	Ivory Halo Dogwood	5 gal.	6G
CAK	<i>Coma sericea 'Yellow'</i>	Yellow Halo Dogwood	2 gal.	10
CU	<i>Cornus nepens</i>	Muscot Cleopatra	5 gal.	10
FL	<i>Forsytha × stansfordii Lywood Gold</i>	Lywood Gold Forsytha	5 gal.	31
PCL	<i>Physocarpus opulifolius 'Donna May' TM</i>	Little Devil Hoebarb	5 gal.	6G
PCD	<i>Physocarpus opulifolius 'Nanus'</i>	Dwarf Hoebarb	5 gal.	24
PLM4	<i>Pinus mugo 'Stromovul'</i>	Dwarf Moustain Pine	5 gal.	52
PH	<i>Pinus sylvestris 'Pilsdic Crasper'</i>	Pilsdic Crasper Scottish Pine	5 gal.	13
PLC	<i>Pinus laevis 'Chimble' HI'</i>	Chimble HI English Laurel	5 gal.	27

RAG	<i>Rhus aromatica 'Gro-Low'</i>	Gro-Low Fragrant Sumac	5 gal.	71
RT	<i>Rhus typhina</i>	Smoket Sumac	5 gal.	3
RAA	<i>Rhus typhina 'Dainger'</i>	Tiger Eye® Smoket Sumac	5 gal.	25
SUD	<i>Sorbus sorbifolia 'Soni'</i>	Alpine Currant	5 gal.	29
ST	<i>Syringa hesuloides 'Tori'</i>	Ash Leaf Fabre Spirea	5 gal.	44
TUC	<i>Taxus × media 'Clackadoe'</i>	White Frost® Dutchess Spirea	5 gal.	36
TE	<i>Taxus × media 'Tuxford'</i>	Chadwick's Anglo-Japanese Yew	5 gal.	6
VB	<i>Viburnum trilobum 'Buddy Compact'</i>	Everlow Anglo-Japanese Yew	5 gal.	33
		Daley's Compact Cranberryhoop	5 gal.	55

ORNAMENTAL GRASSES

CAK	<i>Calamagrostis × acutiflora 'Karl Foerster'</i>	Karl Foerster Feather Reed Grass	1 gal.	127
CA	<i>Calamagrostis × acutiflora 'Avalanche'</i>	Avalanche Feather Reed Grass	1 gal.	74
HSS	<i>Holcus lanatus 'Sapphire'</i>	Sapphire Blue Cat Grass	1 gal.	45
PV5	<i>Panicum virgatum 'Shenandoah'</i>	Shenandoah Switch Grass	1 gal.	127
PAH	<i>Pennisetum alopecuroides 'Hamelin'</i>	Hamelin Fountain Grass	1 gal.	147

PERENNIALS

GLW	<i>Gaura lindheimeri 'Whisper Butterflies'</i>	Whisper Butterflies Gaura	1 gal.	138
HSD	<i>Heemerilla × 'Stella de Oro'</i>	Avalanche Feather Reed Grass	1 gal.	74
NPC	<i>Nepeta × 'Pulica' TM</i>	Little Tidy Catmint	1 gal.	94
FLC	<i>Ferrocakia amplexicaulis 'Little Spire'</i>	Little Spire Russian Sage	1 gal.	74

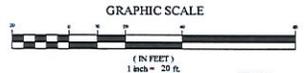
SYMBOL CODE BOTANICAL NAME COMMON NAME SIZE QTY

NG	NATIVE GRASS SEED MIX		seed	11,445 sf
PP	<i>Poa pratensis</i>	Kentucky Bluegrass	sod	3,600 sf

EXHIBIT C-2

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY
①	DECORATIVE GRAVEL, SIZE: 1/2" COLOR TBD	67,909 sf
②	RIVER ROCK, SIZE: 2-4", COLOR TBD	42,570 sf
③	FLAGSTONE PAVING	1,210 sf
④	BOULDER, SIZE: 2-3", VARY BOULDER SIZE IN GROUPINGS	119
⑤	METAL PERGOLA & SEATING	1
⑥	CONCRETE SEAT WALL, 10" HEIGHT	
⑦	PICKLEBALL COURTS	2



REVISION BLOCK

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

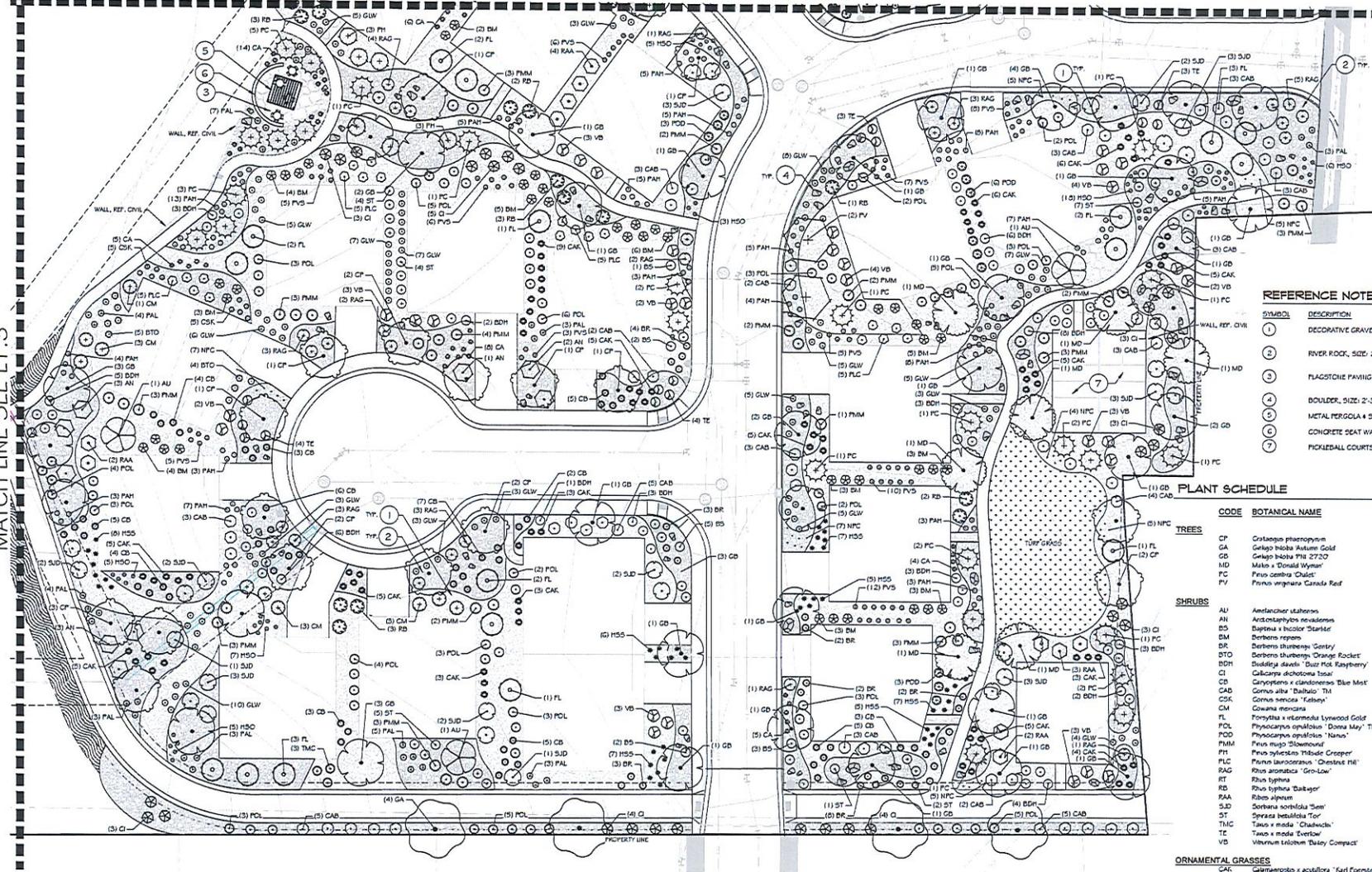
LANDSCAPE PLAN

DATE:	11/20/23	DRAWN:	SB
FILE:	1106/2024	APP'D:	23-0278
PROJECT:			



MATCH LINE SEE LI.1

MATCH LINE SEE LI.3



REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	DECORATIVE GRAVEL, SIZE 1/2" COLOR T80
2	RIVER ROCK, SIZE 2"-4", COLOR T80
3	FLAGSTONE PAVING
4	BOULDER, SIZE 2'-3', VARY BOULDER SIZE IN GROUPINGS
5	METAL PERGOLA SEATING
6	CONCRETE SEAT WALL, 18" HEIGHT
7	POCKETS/L COURTS

PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME
TREES		
CP	<i>Crataegus phoenopyrum</i>	Washington Hawthorn
CA	<i>Gelugo bioba</i> Autumn Gold	Autumn Gold Maidenhair Tree
GS	<i>Gelugo bioba</i> PHS 2720	Precision Sentry® Maidenhair Tree
MD	Mako x Donald Wymer	Donald Wymer Crabapple
PC	<i>Prunus cerasifera</i> 'Chalcedon'	Chalcedon Sweet Orange Tree
PV	<i>Prunus virginiana</i> Canada Red	Canada Red Chokecherry
SHRUBS		
AU	<i>Amelanchier alabamica</i>	Utah Serviceberry
AN	<i>Arctostaphylos uva-ursi</i>	Penmat Manzanita
BS	<i>Baptisia pinnatifida</i> 'Starburst'	Starburst 'Pravibus'™ Indigo
BM	Berberis repens	Creeping Mahonia
BR	<i>Berberis thunbergii</i> 'Gonryu'	Royal Burgundy® Japanese Barberry
BTO	<i>Berberis thunbergii</i> 'Orange Rocket'	Orange Rocket Japanese Barberry
BDH	<i>Buddleia davidii</i> 'Dwarf Red'	Dwarf Red Butterfly Bush
CI	<i>Calceolaria dichotoma</i> 'Isola'	Isola Purple Beautyberry
CB	<i>Caryopteris x glandulosa</i> 'Blue Mist'	Blue Mist Blueberry
CM	<i>Cornus alba</i> 'Balsibar'	TM
CDK	<i>Cornus sericea</i> 'Katsuy'	Katsuy x Dwarf Red Tang Daywood
CM	<i>Cornus sericea</i>	Mexican Chokecherry
FL	<i>Forsythia x viticulosa</i> 'Lynchwood Gold'	Lynchwood Gold Forsythia
POL	<i>Physocarpus opulifolius</i> 'Dona May'	TM
FDL	<i>Physocarpus opulifolius</i> 'Nanus'	Dwarf Nandina
FMH	<i>Pinus murrayana</i> 'Stonewood'	Dwarf Mountain Pine
PH	<i>Pinus sylvestris</i> 'Tribute Creeper'	Ribside Creeper Scotch Pine
PLC	<i>Pinus laurata</i> 'Cherise TM'	Cherise TM English Laurel
RAC	<i>Rhus aromatica</i> 'Gro-Low'	Gro-Low Fragrant Sumac
RT	<i>Rhus typhina</i>	Skayhorn Sumac
RS	<i>Rhus typhina</i> 'Baltzer'	Tiger Eye® Skayhorn Sumac
RAA	<i>Ribes alpinum</i>	Alpine Currant
SJD	<i>Sorbaria sorbifolia</i> 'Sera'	Ash Leaf False Spirea
ST	<i>Spiraea betulifolia</i> 'Tor'	White Frost™ Bechtel Spirea
TA	<i>Taxus x media</i> 'Chalcedon'	Chalcedon x Anglo-Japanese Yew
TE	<i>Taxus x media</i> 'Everlow'	Everlow Anglo-Japanese Yew
VB	<i>Viburnum trilobum</i> 'Blue Chip Compact'	Blue Chip Compact Cornelianus
ORNAMENTAL GRASSES		
CAK	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	Karl Foerster Feather Reed Grass
CA	<i>Calamagrostis x acutiflora</i> 'Avalanche'	Avalanche Feather Reed Grass
FSS	<i>Festuca ovina</i> 'Sapphire'	Sapphire Blue Oak Grass
PVS	<i>Panicum virgatum</i> 'Shenandoah'	Shenandoah Switch Grass
PAH	<i>Pennisetum alopecuroides</i> 'Hamelin'	Hamelin Fountain Grass
PERENNIALS		
GLW	<i>Gaura lindheimeri</i> 'Shirley Butterflies'	Shirley Butterflies Gaura
HSO	<i>Hemerocallis x Stella de Oro</i>	Stella de Oro Day Lily
NPC	<i>Nepeta x 'Pulch'</i> TM	Little Trusy Catmint
PAL	<i>Perovskia atriplicifolia</i> 'Little Spire'	Little Spire Russian Sage
GROUND COVERS		
NG	NATIVE GRASS SEED MIX	
PP	Poa pratensis	Kentucky Bluegrass



HOBB'S CREEK AT LAYTON CITY
LAYTON CITY, UT
LANDSCAPE PLAN

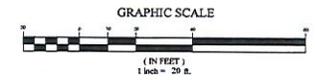


EXHIBIT C-3

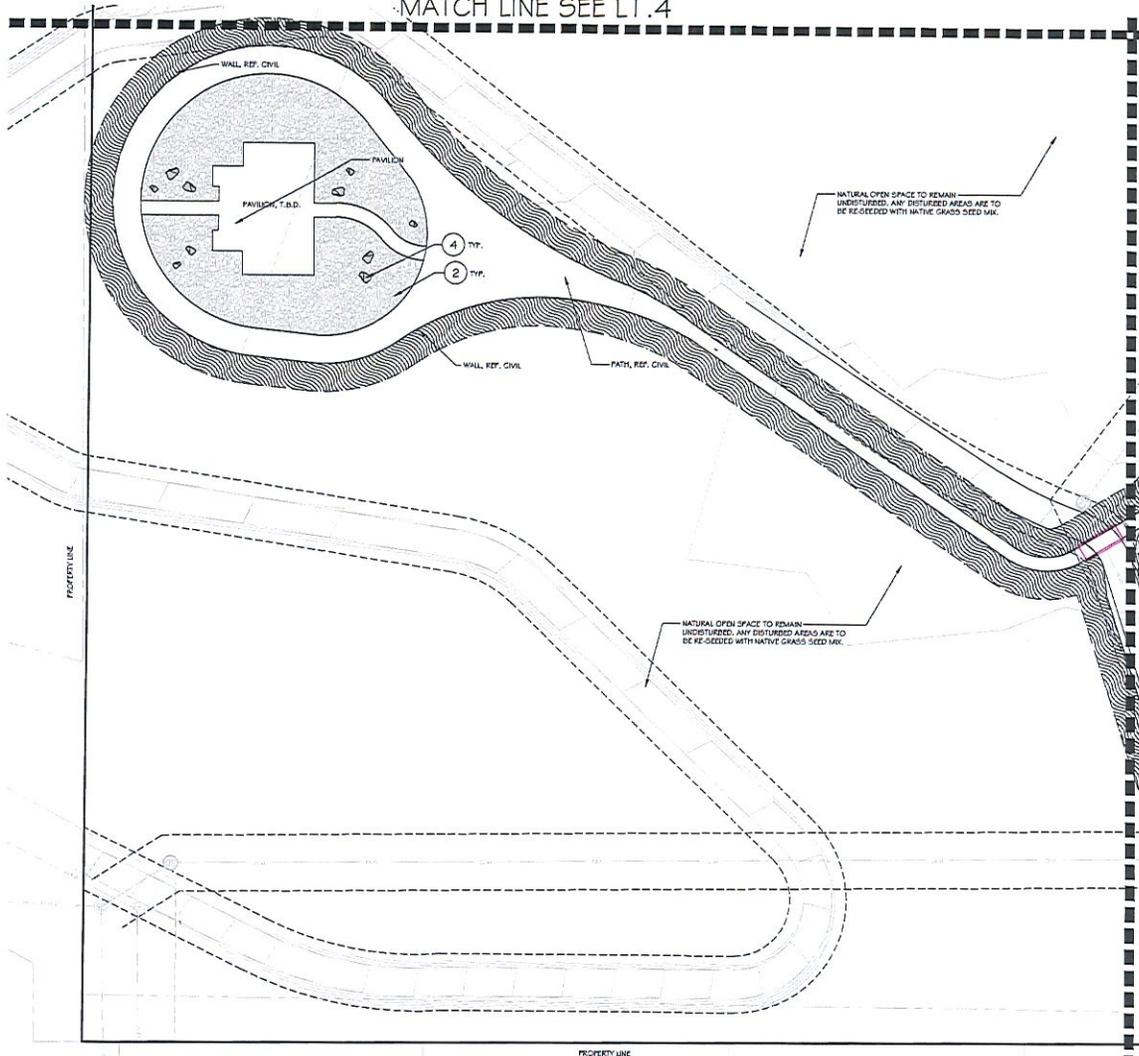
REF. LI.0 FOR OVERALL QUANTITIES

811 Know what's below. Call 811 before you dig.

DATE	REVISION

LANDSCAPE PLAN	
Scale: 1/4"=20'	Sheet: SB
Date: 11/06/2024	Rev: 23-0279
L1.2	

MATCH LINE SEE LI.4



REFERENCE NOTES SCHEDULE

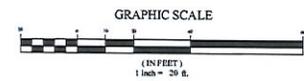
SYMBOL	DESCRIPTION	QTY
①	DECORATIVE GRAVEL, SIZE: 1"-2" COLOR TBD	67,909 sf
②	RIVER ROCK, SIZE: 2"-4", COLOR TBD	42,570 sf
③	FLAGSTONE PAVING	1,210 sf
④	BOULDER, SIZE: 2'-3', VARY BOULDER SIZE BY GROUPINGS	119
⑤	METAL PERGOLA + SEATING	1
⑥	CONCRETE SEAT WALL, 18" HEIGHT	2
⑦	POZZOLAN COURTS	2

PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES				
CP	<i>Crataegus phaeopycnis</i>	Washington Hawthorn	2" Cal.	35
GA	<i>Gelago lobata</i> 'Autumn Gold'	Autumn Gold Mandarin Tree	2" Cal.	4
GD	<i>Gelago lobata</i> 'FBI 2720'	Proctor's Sentry® Mandarin Tree	2" Cal.	4C
MD	Makia v 'Donald Wymer'	Donald Wymer Crabapple	2" Cal.	7
PC	<i>Pinus contorta</i> 'Chieft'	Chieft Swiss Stone Pine	4" HL	34
PV	<i>Pinus virginiana</i> Canada Red	Canada Red Chokecherry	2" Cal.	2
SHRUBS				
AU	<i>Amelanchier alabamica</i>	Utah Serviceberry	5 gal.	5
AN	<i>Andromeda japonica</i>	Flameless Nandina	5 gal.	15
BS	<i>Burfordia x Incolor</i> 'Starlike'	Starlike Franchises™ Indigo	5 gal.	13
DM	<i>Berberis repens</i>	Creeping Mahonia	3 gal.	7C
DK	<i>Berberis thunbergii</i> 'Century'	Royal Burgundy® Japanese Barberry	5 gal.	24
BTO	<i>Berberis thunbergii</i> Orange Rocket	Orange Rocket Japanese Barberry	5 gal.	9
BDH	<i>Buddling davidii</i> 'Buzz Hot Raspberry'	Hot Raspberry Butterfly Bush	5 gal.	49
CI	<i>Calceolaria eltoniana</i> 'Isis'	Isis Purple Deadpanny	5 gal.	49
CB	<i>Caryopteris x clandonensis</i> Blue Ink®	Blue Ink Bluebeard	5 gal.	49
CAD	<i>Cornus alba</i> 'Bairdii' 'Til'	Ivory Halo Dogwood	5 gal.	6C
CSK	<i>Cornus sericea</i> 'Tidbey'	Tidbey's Dwarf Red Tang Dogwood	5 gal.	10
CM	<i>Cornus mucronata</i>	Miracorn Giltrose	5 gal.	10
FL	<i>Forsythia x intermedia</i> Lymwood Gold	Lymwood Gold Forsythia	5 gal.	31
FOL	<i>Physocarpus opulifolius</i> 'Doris May' TM	Little Oval Heartbar	5 gal.	6C
FDD	<i>Physocarpus opulifolius</i> 'Nanus'	Dwarf Heartbar	5 gal.	24
PMH	<i>Pinus mugo</i> 'Slowmound'	Dwarf Mountain Pine	5 gal.	52
PH	<i>Pinus sylvestris</i> 'Hidde' Creeper	Hidde Creeper Scotch Pine	5 gal.	13
PLC	<i>Pinus laevis</i> 'Chesnut Hill'	Chesnut Hill English Laurel	5 gal.	27
RAG	<i>Rhus aromatica</i> 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal.	71
RT	<i>Rhus typhina</i>	Staghorn Sumac	5 gal.	3
RB	<i>Rhus typhina</i> 'Dabiger'	Tiger Eye® Staghorn Sumac	5 gal.	25
RAA	<i>Ribes alpinum</i>	Alpine Currant	5 gal.	28
SJD	<i>Sorbus sorbifolia</i> 'Sera'	Ash Leaf Fallo Spruce	5 gal.	44
ST	<i>Spiraea betulicula</i> 'Tor'	White Frost™ Deciduous Spiraea	5 gal.	3C
TMC	<i>Taxus x media</i> 'Chadwick'	Chadwick™ x Anglo-Japanese Yew	5 gal.	6
TE	<i>Taxus x media</i> 'Cventlow'	Dwarfed Anglo-Japanese Yew	5 gal.	35
VB	<i>Viburnum trilobum</i> 'Sally Compact'	Blaery Compact Gasterhexhush	5 gal.	55
ORNAMENTAL GRASSES				
CAK	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 gal.	127
CA	<i>Calamagrostis x acutiflora</i> 'Avalanche'	Avalanche Feather Reed Grass	1 gal.	74
HSD	<i>Holcus lanatus</i> 'Sapphire'	Sapphire Blue Oak Grass	1 gal.	49
FVSD	<i>Festuca viridula</i> 'Shenandoah'	Shenandoah Switch Grass	1 gal.	127
FAN	<i>Festuca ovina</i> 'Fountain'	Fountain Fountian Grass	1 gal.	147
PERENNIALS				
GLW	<i>Gaura lindheimeri</i> 'Whirling Butterflies'	Whirling Butterflies Gaura	1 gal.	135
HSD	<i>Hemerocallis x 'Stella de Oro'</i>	Stella de Oro Daylily	1 gal.	72
HFC	<i>Hesperis matronalis</i> 'Little Trudy'	Little Trudy Garden	1 gal.	34
PAL	<i>Perennia sibirica</i> 'Little Spire'	Little Spire Russian Sage	1 gal.	74
GROUND COVERS				
NG	NATIVE GRASS SEED MIX		seed	11,445 sf
PP	<i>Poa pratensis</i>	Kentucky Bluegrass	sod	5,600 sf

MATCH LINE SEE LI.2

EXHIBIT C-4



HOBBS'S CREEK AT LAYTON CITY
LAYTON CITY, UT
LANDSCAPE PLAN

REVISION BLOCK	DATE	REVISION
1		
2		
3		
4		
5		
6		

LANDSCAPE PLAN

Scale: 1/4"=20'
Date: 11/04/2024
Sheet: 23-0279

811 Know what's below. Call 811 before you dig.

L1.3

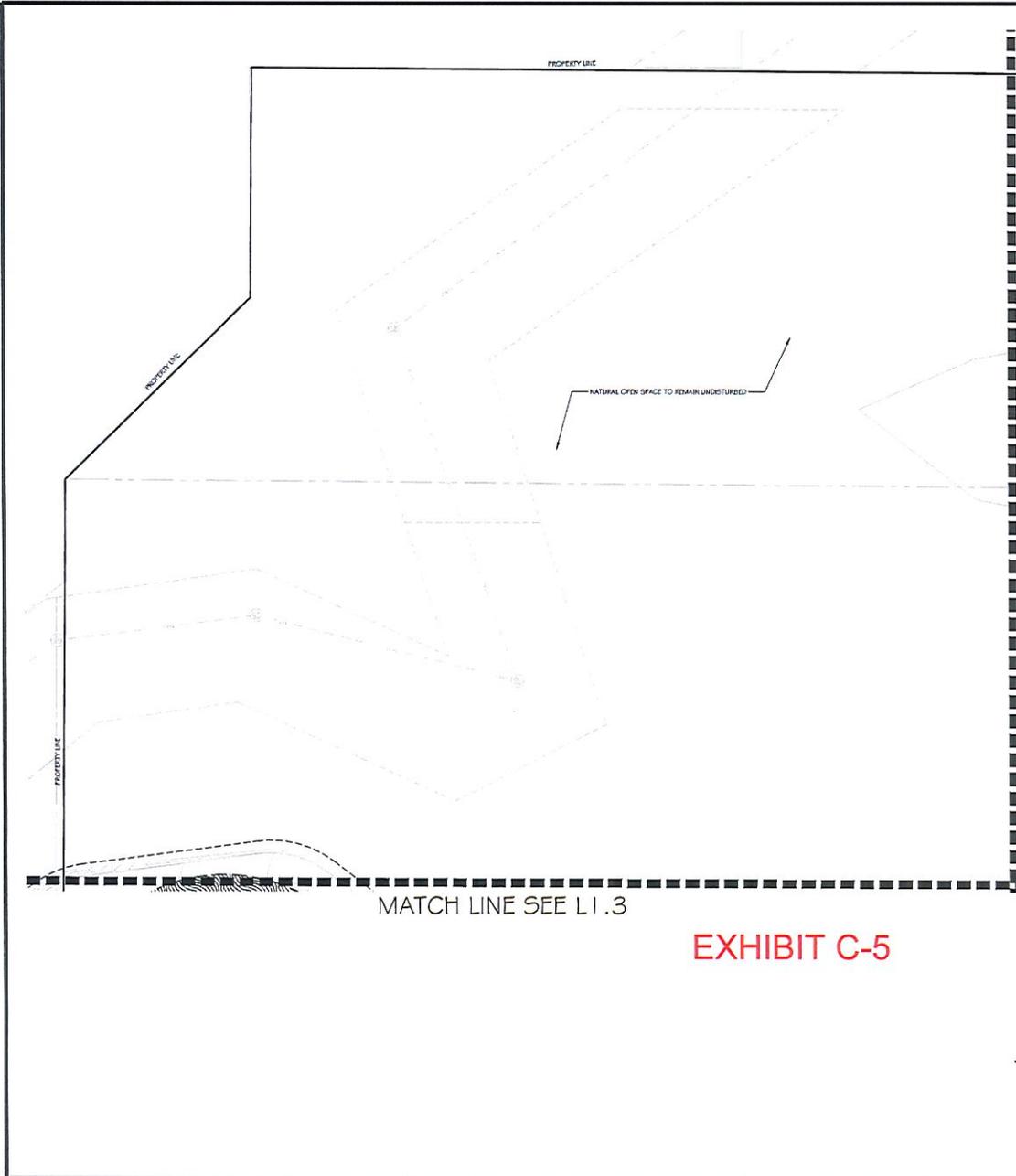


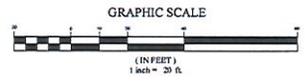
EXHIBIT C-5

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY
①	DECORATIVE GRAVEL, SIZE: 1 1/2" COLOR TBD	67,000 sf
②	RIVER ROCK, SIZE: 2'-4", COLOR TBD	42,570 sf
③	FLAGSTONE PAVING	1,210 sf
④	BOULDER, SIZE: 2'-3', VARY BOULDER SIZE IN GROUPINGS	119
⑤	METAL PERGOLA & SEATING	1
⑥	CONCRETE SEAT WALL, 18" HEIGHT	
⑦	PICKLEBALL COURTS	2

PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES				
CF	<i>Catalpa bignonioides</i>	Washington Hawthorn	2" Cal.	35
GA	<i>Gelugo bioba Autumn Gold</i>	Autumn Gold Maidenhair Tree	2" Cal.	4
GB	<i>Gelugo bioba PH 2720</i>	Proctoron Sentry® Maidenhair Tree	2" Cal.	46
MD	<i>Milvus × Donnell-Smith™</i>	Donald Wilson Crabapple	2" Cal.	7
PC	<i>Pinus cembra 'Chalet'</i>	Chalet Swiss Stone Pine	4" Ft.	34
PV	<i>Prunus virginiana 'Canada Red'</i>	Canada Red Chokecherry	2" Cal.	2
SHRUBS				
AU	<i>Aucubia japonica</i>	Utah Serviceberry	5 gal.	8
AI	<i>Arctostaphylos uva-ursina</i>	Pieris Japonica	5 gal.	18
DS	<i>Daphne × Incolor 'Starlet'</i>	Starline Framvettem™ Indigo	5 gal.	13
BM	<i>Berberis repens</i>	Creeping Mahonia	3 gal.	76
BR	<i>Berberis thunbergii 'Dorothy'</i>	Royal Burgundy® Japanese Barberry	5 gal.	24
BTO	<i>Berberis thunbergii 'Orange Rocket'</i>	Orange Rocket Japanese Barberry	3 gal.	9
BRH	<i>Buddleja davidii 'Dazz Hot Raspberry'</i>	Hot Raspberry Butterfly Bush	5 gal.	49
CI	<i>Calceolaria dichroma 'Isis'</i>	Isis Purple Deadnettle	5 gal.	49
CB	<i>Calceolaria × clauseniana 'Blue Mist'</i>	Blue Mist Deadnettle	5 gal.	49
CAD	<i>Comus alba 'Dabub'™</i>	Ivory Halo Dogwood	5 gal.	66
CSK	<i>Comus sibirica 'Kobler'</i>	Kobler's Dwarf Red Twig Dogwood	2 gal.	10
CM	<i>Cornus mexicana</i>	Mexican Spicebush	5 gal.	10
FL	<i>Forsythia × utermedia 'Lynwood Gold'</i>	Lynwood Gold Forsythia	5 gal.	31
FOL	<i>Physocarpus opulifolius 'Dorita May'™</i>	Little Dove Ninebark	5 gal.	66
FOD	<i>Physocarpus opulifolius 'Nancy'</i>	Dwarf Ninebark	5 gal.	24
FMM	<i>Pinus mugo 'Slowmound'</i>	Dwarf Mountain Pine	5 gal.	52
PH	<i>Pinus sylvestris 'Hillock Creeper'</i>	Hillock Creeper Scotch Pine	5 gal.	13
PLC	<i>Pinus laevis 'Cherokee Hill'</i>	Cherokee Hill English Laurel	5 gal.	27
RAG	<i>Rhus aromatica 'Gro-Low'</i>	Gro-Low Fragrant Sumac	5 gal.	71
RT	<i>Rhus typhina</i>	Staghorn Sumac	5 gal.	3
KB	<i>Ribes typhina 'Babayer'</i>	Tiger Eye® Staghorn Sumac	5 gal.	25
RAA	<i>Ribes alpinum</i>	Alpine Currant	5 gal.	28
SJD	<i>Sorbus sortholii 'Seri'</i>	Ash Leaf False Spirea	5 gal.	44
ST	<i>Spiraea betulifolia 'Tor'</i>	White Froem® Beaked Spirea	5 gal.	36
TMC	<i>Taxus × media 'Chadwick'</i>	Chadwick's Anglo-Japanese Yew	5 gal.	6
TE	<i>Taxus × media 'Everlow'</i>	Everlow Anglo-Japanese Yew	5 gal.	33
VB	<i>Viburnum tinnum 'Blacky Compact'</i>	Blacky's Compact Cranberrybush	5 gal.	58
ORNAMENTAL GRASSES				
CAF	<i>Calamagrostis × acutiflora 'Carl Foerster'</i>	Carl Foerster Feather Reed Grass	1 gal.	127
CA	<i>Calamagrostis × acutiflora 'Avalanche'</i>	Avalanche Feather Reed Grass	1 gal.	74
HSS	<i>Hemichloa sempervirens 'Sapphire'</i>	Sapphire Blue Cat Grass	1 gal.	45
FVS	<i>Festuca viridis 'Shonanobashi'</i>	Shonanobashi Switch Grass	1 gal.	127
FAT	<i>Festuca atrovirens 'Halemba'</i>	Halemba Coat-Lee Grass	1 gal.	147
PERENNIALS				
GLW	<i>Gaura ludoviciana 'Whirling Butterflies'</i>	Whirling Butterflies Gaura	1 gal.	138
MSO	<i>Hebe × 'Stella de Oro'</i>	Stella de Oro Daylily	1 gal.	72
HPC	<i>Hebe × 'Phila'™</i>	Little Trudy Calamint	1 gal.	94
PAI	<i>Perovskia atriplicifolia 'Little Spire'</i>	Little Spire Russian Sage	1 gal.	74
GROUND COVERS				
NG	NATIVE GRASS SEED MIX		seed	11,445 sf
PT	<i>Poa pratensis</i>	Kentucky Bluegrass	seed	3,600 sf



HOBB'S CREEK AT LAYTON CITY
LAYTON CITY, UT
LANDSCAPE PLAN

REVISION BLOCK	DATE	BY	CHKD

LANDSCAPE PLAN

Scale: 1"=20'
Date: 11/04/2024
Sheet: 23-0278



EXHIBIT D-1

HOBBS CREEK VILLAS AMENITIES



(2) Pickleball courts positioned side by side with 6' fence Northeast Parcel C



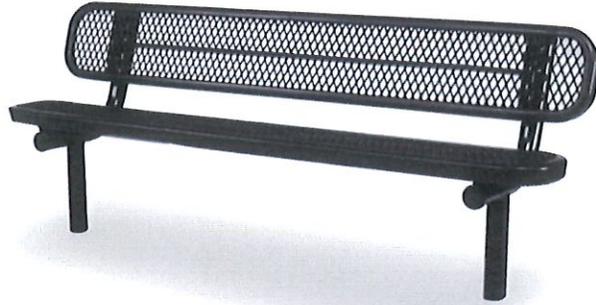
Shuffleboard Southeast Parcel C

EXHIBIT D-2



Pavillion located on hilltop Parcel B with 4 picnic tables

EXHIBIT D-3



Site in-ground fixed bench



Site trash receptacle (HOA maintained)



EXHIBIT E-1

CONSTRUCTION DOCUMENTS

ATTENTION: THESE PLANS ARE THE PROPERTY OF GOLDCREST HOMES, LLC. ALL REVISIONS AND CHANGES MUST BE APPROVED BY GOLDCREST HOMES, LLC. UNDER NO CIRCUMSTANCES SHALL THESE PLANS BE REPRODUCED OR COPIED WITHOUT THE EXPRESS WRITTEN PERMISSION OF GOLDCREST HOMES, LLC. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANDY, UTAH. CITY: SANDY, UTAH. DATE: 02/23/2023

GOLDCREST HOMES
 9730 SOUTH 700 EAST STE. 100
 SANDY, UT 84070 (385) 200-0040

PROJECT NUMBER
 HOBBS CREEK

NO. REVISIONS	DATE	BY

A7



EXHIBIT E-2

CONSTRUCTION DOCUMENTS

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GOLDCREST HOMES
 9730 SOUTH 700 EAST STE. 100
 SANDY, UT 84070 (385) 200-0040

PROJECT NUMBER
 HOBBS CREEK

REVISION	DATE	BY

Sheet
A8

EXHIBIT E-4



GENERAL PLAN ELEVATION NOTES:

1. DO NOT SCALE ELEVATION DRAWINGS.
2. ALL RAILS MUST BE 36" HIGH AND SHALL NOT ALLOW A 4" SPHERE TO PASS BETWEEN BALUSTERS.
3. STAGGER VERTICAL JOINTS OF PLANK.
4. CONCRETE FOUNDATION WALLS SHALL EXTEND ABOVE FINISHED GRADE ADJACENT TO THE FOUNDATION WALL AT ALL POINTS A MINIMUM OF 6" PER IRC.
5. ASPHALT SHINGLES AND UNDERLAYMENT SHALL BE USED PER IRC BASED ON SLOPE OF ROOF AND WIND RESISTANCE.
6. GUTTERS MUST OCCUR OVER DOORS AND WINDOW WELLS. COORDINATE WITH CONTRACTOR/OWNER FOR OTHER LOCATIONS.
7. MASONRY TO NOT TERMINATE ON OUTSIDE CORNER, UNLESS APPROVED BY CONTRACTOR/OWNER.
8. PROVIDE 24" O.C. BLOCKING FOR VERTICAL SIDING PER IRC .

CONSTRUCTION DOCUMENTS

ATTENTION:
 THESE PLANS, DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF GOLDCREST HOMES AND SHALL NOT BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GOLDCREST HOMES.
 CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS AT THE SITE.
 PREPARED BY: JAMES L. JENSEN
 CHECKED BY: JAMES L. JENSEN
 DATE: 11/25/2024
 CITY: SALT LAKE CITY, UT

GOLDCREST HOMES

9730 SOUTH 700 EAST STE. 100
 SANDY, UT 84070 (385) 200-0040

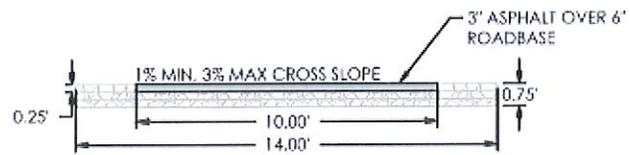
LOT 185 ENGLAND RIDGE
 ENGLAND RIDGE

NO.	VERSION	DATE	BY	CHKD.

A4

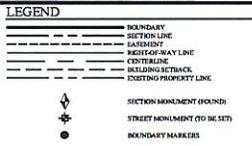
EXHIBIT F

LAYTON CITY TRAIL DESIGN SPECIFICATIONS



10' TRAIL

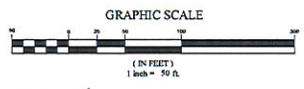
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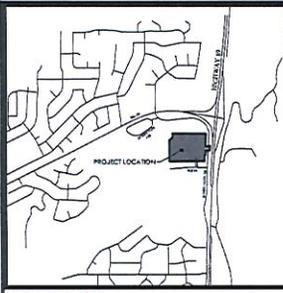
HOBB'S CREEK AT LAYTON CITY

SUBDIVISION

LOCATED IN THE SE 1/4 OF SECTION 2 AND SW 1/4 OF SECTION 1, T4N, R1W, SALT LAKE BASE & MERIDIAN LAYTON CITY, DAVIS COUNTY, UTAH



EAST QUARTER CORNER OF SECTION 2, T4N, R1W, SLS&M 3rd DAVIS COUNTY MONUMENT

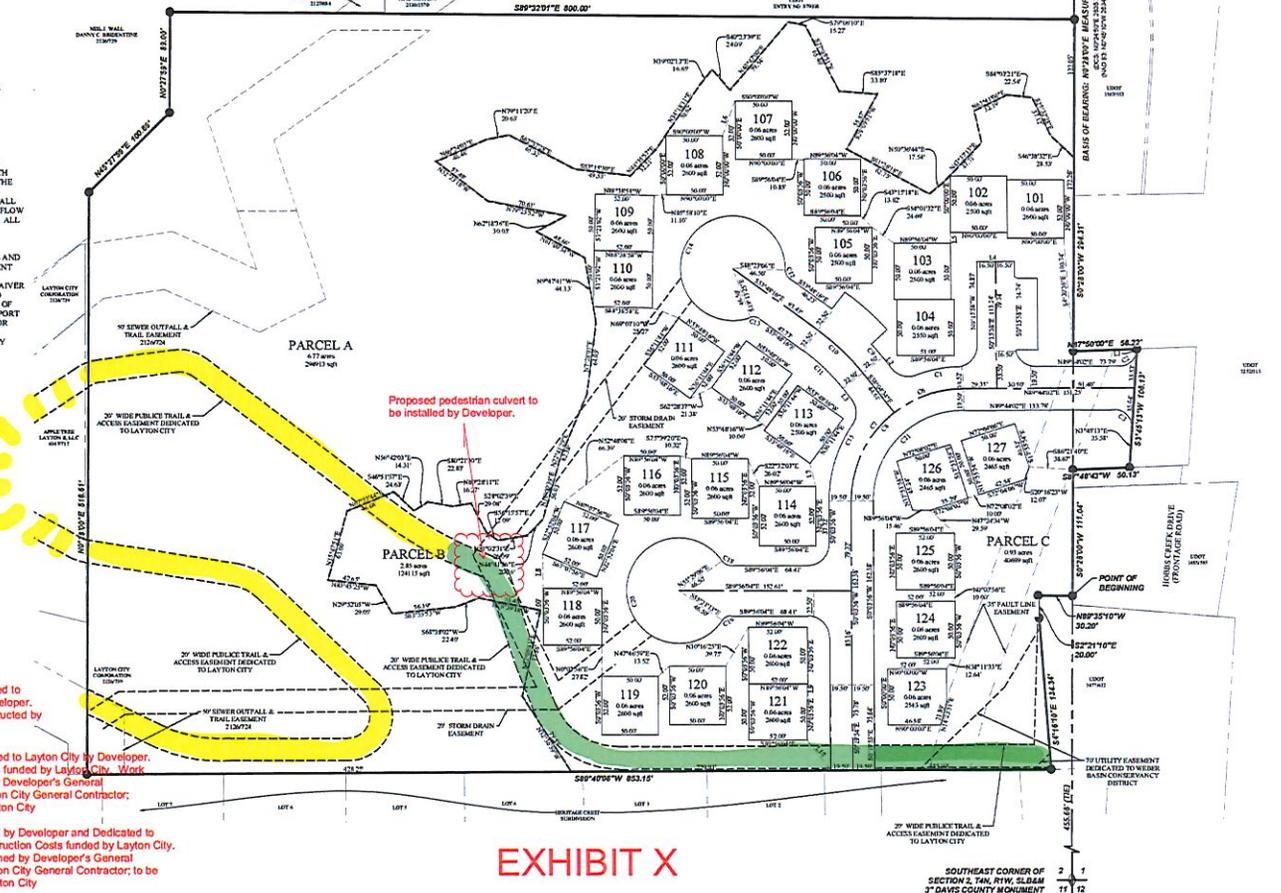


- NOTES**
- 4" x 4" REBAR & CAP (FOCUS END) TO BE SET AT ALL LOT CORNERS
 - NO BUILDINGS OR STRUCTURES MAY BE CONSTRUCTED WITHIN THE FAULT LINE EASEMENT
 - PARCEL A IS HEREBY NO BUILD AREA.
 - PARCELS B & C WILL HEREBY SERVE AS COMMON AREA
 - CITY WILL OWN AND MAINTAIN THE 10' WIDE ASPHALT TRAIL IN PERPETUITY AFTER IT IS CONSTRUCTED BY THE DEVELOPER.
 - ALL OPEN SPACE PARCELS, COMMON SPACE LANDSCAPE BUFFERS, DETENTION BASINS, TRAILS (EXCLUDING THE 10' WIDE TRAIL DEDICATED TO LAYTON CITY) AND/OR OTHER AMENITIES SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WITH THE SPECIFIC MAINTENANCE RESPONSIBILITIES OUTLINED WITHIN THE CC&R.
 - AS A PRIVATE DEVELOPMENT, THE HOME OWNERS ASSOCIATION SHALL HAVE THE FIRE HYDRANTS ANNUALLY MAINTAINED AND A 5-YEAR FLOW TEST SHALL BE PERFORMED IN ACCORDANCE WITH SPS 24 AND 25. ALL RECORDS SHALL BE PROVIDED AND SUBMITTED THROUGH THE COMPLIANCE ENGINE FOUNDED AT [HTTP://WWW.THECOMPLIANCEENGINE.COM](http://www.thecomplianceengine.com)
 - THE PROJECT AREA LIES WITHIN THE WILDLAND URBAN INTERFACE AND REQUIRES THAT ALL BUILDABLE LOTS HAVE A SEVERITY ASSESSMENT CONDUCTED PRIOR TO SUBMITTING FOR BUILDING PERMITS.
 - NOTICE TO ALL LOT OWNERS - THE DEVELOPER HAS PROVIDED A WAIVER ON THIS SUBDIVISION TO ELIMINATE THE LAND DRAIN SYSTEM AND FOOTING FOUNDATION DRAIN REQUIREMENTS OF SECTION 114.02(8) OF THE LAYTON MUNICIPAL CODE. A COPY OF THE GEOTECHNICAL REPORT IS AVAILABLE FOR REVIEW WITH THE LAYTON CITY ENGINEERING OR COMMUNITY ECONOMIC DEVELOPMENT DEPARTMENTS.
 - ALL OPEN SPACE AND COMMON AREAS TO SERVE AS PUBLIC UTILITY EASEMENTS

Curve Table				
CURVE	RADIUS	DELTA	CHORD	CHORD DIRECTION
C1	19.30	179°46'	37.18	S79°22'25"W
C2	15.00	87°06'	22.31	N49°43'55"E
C3	13.56	94°01'11"	26.41	N49°37'22"W
C4	19.00	37°48'37"	45.99	N27°04'45"E
C5	149.00	37°11'22"	96.21	N27°04'14"E
C6	88.00	8°49'05"	156.59	S49°27'59"W
C7	22.50	47°03'57"	15.27	N47°04'46"W
C8	20.00	15°47'44"	34.59	N47°04'25"W
C9	177.00	15°47'44"	48.73	N47°04'25"W
C10	400	57°21'09"	8.71	S37°04'16"E
C11	400	57°21'09"	8.71	N31°30'59"W
C12	46.50	260°59'14"	25.24	S37°11'44"W
C13	119.50	34°27'07"	71.79	N17°03'29"E
C14	400	57°21'09"	8.71	S42°12'22"W
C15	400	57°21'09"	8.71	S42°12'22"W
C16	46.50	260°59'14"	25.04	S40°03'59"W
C17	80.30	87°48'05"	123.98	S41°57'35"W

Line Table	
LINE	LENGTH
L1	N49°21'15"E 1.48
L2	S37°04'16"E 12.47
L3	N37°04'16"E 12.47
L4	N49°43'55"E 31.06
L5	S49°27'59"W 10.14
L6	N17°03'29"E 32.94
L7	N17°03'29"E 29.43
L8	S49°27'59"W 33.2
L9	N20°03'07"E 10.60
L10	S37°04'16"E 33.97

- Easement Dedicated to Layton City by Developer. Funding and Constructed by the Developer.
- Easement Dedicated to Layton City by Developer. Construction Costs funded by Layton City. Work to be performed by Developer's General Contractor or Layton City General Contractor, determined by Layton City.
- Easement secured by Developer and Dedicated to Layton City. Construction Costs funded by Layton City. Work to be performed by Developer's General Contractor or Layton City General Contractor, to be determined by Layton City.



SURVEYORS CERTIFICATE

I, Justin Lundberg, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 12554439 in accordance with Title 56, Chapter 22 of Utah State Code. I further certify by authority of the overseer(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-21-7 of said Code, and have individualized said tract of land into lots, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Justin Lundberg
Professional Land Surveyor
License No. 12554439

BOUNDARY DESCRIPTION

A portion of the SE 1/4 of Section 2 and the SW 1/4 of Section 1, Township 4 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:
Beginning at a point on the Northern line of said Real Property described in Deed Book 1477 Page 432 of the Official Records of Davis County located N49°21'15"E along the Section line 455.00 feet from the Southeast Corner of Section 2, T4N, R1W, SLS&M; thence along said deed the following 3 (three) courses: 1) N49°21'15"E 20.00 feet; 2) S54°15'11"E 24.24 feet to the North line of HERITAGE CREDIT SUBDIVISION, according to the Official Plat thereof recorded July 2, 1997 as Entry No. 1222556 in Book 2148 of Plats at Page 345 of the Official Records of Davis County; thence S20°02'00"W along said deed 922.15 feet to the Eastern line of said Real Property described in Deed 2125 Page 759 of the Official Records of Davis County; thence N20°29'00"E along said deed and along the Eastern line of those Real Properties described in Deed Book 6247 Page 717 and Deed Book 2125 Page 729 of the Official Records of Davis County 518.61 feet; thence along said Real Property described in Deed Book 2125 Page 729 the following 2 (two) courses: 1) N47°27'59"E 10.00 feet; 2) N47°27'59"E 85.00 feet; thence S89°25'01"E along said deed and along the South line of those Real Properties described in Deed Book 2127 Page 624, Deed Book 2130 Page 1870 and Deed Entry No. 27915 of the Official Records of Davis County, thence N27°20'00"E along said deed 104.90 feet to a fence on the Waverly Right-of-Way line of State Road 89 as defined by the Right-of-Way plans for UDOT Project No. 02-03-0003 thence Southwesterly along said fence and along the arc of a non-circular curve to the left having a radius of 34,201.43 feet (radius bears: S85°51'50"E) a distance of 108.21 feet through a center angle of 97°10'57" thence S54°15'11"E 108.21 feet; thence N27°20'00"E 22.22 feet to the Section line; thence S20°25'00"W along the Section line 111.04 feet to the point of beginning.

(Bearings in description are based on the Davis County Coordinate System, rotate bearings clockwise 171°19' for the equivalent NAD 83 bearings.)

Contains: 13.30 acres ±

OWNER'S DEDICATION

KNOW ALL BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND PUBLIC UTILITY AND DRAINAGE EASEMENTS (PU & D) HEREINAFTER BE KNOWN AS

HOBB'S CREEK AT LAYTON CITY SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND, SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, OWNERS HEREBY AGREE TO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION TO THE STREET.

SIGNED THIS ____ DAY OF ____ 20__

BY: _____ BY: _____

ITS: _____ ITS: _____

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____

ON THE ____ DAY OF _____ A.D. 20__ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____ IN SAID STATE OF UTAH, _____ WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE _____ OF L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC

COMMISSIONED IN _____ UTAH RESIDING IN _____ COUNTY

MY _____ COMMISSION No. _____

NOTARY _____ PRINTED FULL NAME OF _____

EASEMENTS

UTAH WATER & POWER BOARD	DATE
TENORCO	DATE
AT&T	DATE
STRAIGHT IRRIGATION CO.	DATE

PLANNING COMMISSION

APPROVED AS TO FORM THIS ____ DAY OF ____ BY THE LAYTON CITY PLANNING COMMISSION.

CHAIRMAN, PLANNING COMMISSION

CITY ENGINEER

APPROVED AS TO FORM THIS ____ DAY OF ____ A.D. 20__

LAYTON CITY ENGINEER

CITY ATTORNEY

APPROVED AS TO FORM THIS ____ DAY OF ____ A.D. 20__

LAYTON CITY ATTORNEY

CITY COUNCIL

PRESENTED TO THE LAYTON CITY COUNCIL THIS ____ DAY OF ____ AT ____ WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

MAYOR _____

ATTEST: _____ CITY RECORDER

RECORDED #

STATE OF UTAH, COUNTY OF DAVIS RECORDED AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

BY: _____ COUNTY RECORDER

EXHIBIT X



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

STAFF REPORT

TO: City Council

FROM: Kem Weaver, Planner II

DATE: April 10, 2025

RE: Rezone Request with Concept Plan and Development Agreement – Hobbs Creek Villas PRUD – Rezone from R-S (Residential Suburban) to R-1-10 PRUD (Single Family Residential, Planned Residential Unit Development) – Ordinance 25-08 and Resolution 25-16 – Approximately 3265 North Hobbs Creek Drive

LOCATION: Approximately 3265 North Hobbs Creek Drive

CURRENT ZONING: R-S (Residential Suburban)

PROPOSED ZONING: R-1-10 PRUD (Single Family Residential, Planned Residential Unit Development)

DESCRIPTION OF REZONE AREA

The property proposed for rezone contains 13.38 acres within an area identified with sensitive lands. The property is located west of Highway 89 at approximately 3265 North and has a small amount of frontage on Hobbs Creek Drive. The proposed development site is currently zoned R-S.

Properties located to the south consist of single-family detached homes in the Heritage Crest Subdivision and are zoned R-1-10. Vacant properties to the north and west consist of hillsides and Hobbs Creek Reservoir. State Highway 89 is located to the east.

BACKGROUND INFORMATION AND STAFF REVIEW

The applicant, Adam Anderson representing Goldcrest Homes, is requesting a rezone for the subject property. The PRUD development is proposing 27 single-family residential building pads, which include eight attached units that can be considered twin homes. The PRUD ordinance allows for a maximum 30 percent of the PRUD development to be attached units. The City has been working with the applicant both through geological and geotechnical aspects of the subject property, in addition to a required concept plan as outlined in both the Sensitive Lands and PRUD ordinances. The

final layout of the concept plan is designed to address and mitigate the geotechnical issues with the subject property.

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, which allows for the R-1-10 zone with a PRUD overlay in this area. The General Plan states that the use of the Planned Residential Unit Development (PRUD) overlay is encouraged to provide for creative community design with open space amenities, flexibility in lot size, diversity of housing type, and used for clustering developments to protect sensitive land areas and other desirable open space features.

Density

The base density for a property zoned R-1-10 PRUD is 3.5 units per acre. The PRUD overlay allows for a maximum of 40% in density bonuses subject to meeting certain design criteria. However, the development does not require a density bonus as the proposed density is 2.01 units per acre (total of 27 units). The density of a development is based on the total number of units and the acreage associated with the development, even if some of that area is not developed because of sensitive land concerns. However, because the development is clustering the residential units to preserve sensitive lands it is important to note that if the density were based on just the buildable area, the development would still be compliant with the densities allowed within an R-1-10 PRUD zone.

Concept Plan

Both the PRUD and Sensitive Lands ordinances require the applicant to submit a concept plan to be reviewed by Staff with a recommendation from the Planning Commission to the City Council.

The concept plan consists of 19 single-family detached building pads and eight attached single-family building pads. Instead of traditional lots for detached single-family homes, each home will be constructed on a building pad with the location surveyed on the final plat. These types of homes are also known as patio homes where the homeowner owns the footprint of their home and possibly limited common area around their home. The property surrounding their home is recorded as common area to be maintained by a homeowners association.

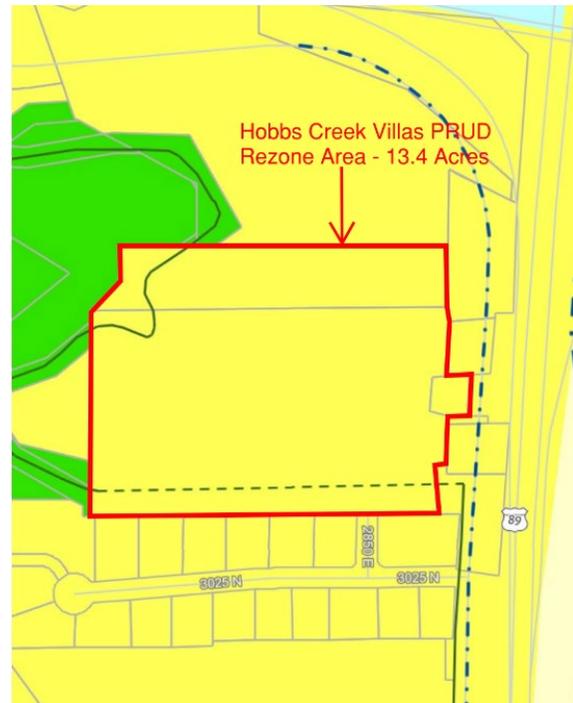


Figure 1 - General Plan Land Use Map

The street that traverses through the PRUD development is a 39-foot public street with the cul-de-sac streets being private. The public street will be maintained by the City as a hillside residential street and the cul-de-sac streets are to be maintained by the homeowners association.

The proposed PRUD development will have 28.25 percent of usable open space for the residents, the minimum required is 12 percent. There are areas within the development that will have unbuildable and unusable open space which will be required to remain in its natural state with native plants, which equates to 51.46 percent of the subject property. However, these areas do not count towards the required 12 percent open space. These areas include slopes over 10 percent in the western and northern portions of the development which has geotechnical and geological features such as slopes greater than 30 percent.

The usable open space will contain private amenities for the residents of the PRUD. These private amenities include pickleball courts, a pavilion with seating and gathering areas, and walking trails that create connectivity from the homes to each amenity. The applicant has been working with the City's Parks and Engineering Departments to include a future public trail through the PRUD that will provide an important connection for the Kays Creek Trail. The Kays Creek Trail is a major trail corridor identified in the Layton City Parks, Recreation, Trails, Open Space and Culture Facilities Master Plan. The trail currently terminates at the applicant's west property line. With this proposed development the trail will wind through the proposed open space areas of the development and connect to Hobbs Creek Drive where the trail travels under Highway 89 just north of 2700 North. The trail will eventually connect to the Bonneville Shoreline Trail to the east.

While the specific elevations will be determined during preliminary plat reviews for the PRUD, the applicant has provided concepts of the exterior homes. Exterior materials being proposed for the homes are masonry (brick and rock), cementitious board, and board and batten.

Geotechnical Studies

The City and the applicant have been working with the applicant's geotechnical engineers and the City's third-party geotechnical engineers to identify and mitigate geotechnical and geological issues on the property.

The items explored were fault scarp locations, slope stability, unstable soils, groundwater, and liquefaction. There are portions of the subject property that have been identified as unbuildable. A fault scarp is located on the east side of the proposed development next to Hobbs Creek Drive. A no-build easement 35 feet in width will be recorded to prevent the fault scarp from being built on. The western and northern portions of the subject property have slopes greater than 30 percent, which may cause some slope instability and cannot be built on.

As mitigation for slope stability, the 27 proposed buildable pads are to be located outside the 30 percent sloped areas. In addition, only water-wise landscaping can be implemented in the common areas surrounding the building pads and other common areas. This will lessen the impact irrigation can have on the adjacent sloped areas. Landscaped common areas that will require greater irrigation are located away from the sloped areas and closer to Hobbs Creek Drive where the subject property is flat or not sloped.

The irrigation practices and the water-wise landscaping will be explained in the covenant, conditions, and restrictions that will be enforced by a homeowners association. Notes on the final plat will be required outlining the irrigation requirements and practices per the geotechnical and geological studies.

The final plat will also require a note stating that foundation drains are required for all below-grade basements. Additional notes will reference geotechnical and geological hazard studies from both the applicant's geotechnical engineer and the City's third-party geotechnical engineer.

Development Agreement

A Development Agreement is accompanying the rezone of the subject property and is included as a part of this review. The following is a brief summary of a few of the significant issues addressed within the agreement that are within the Owner's Undertakings and Rights section.

- Front setbacks are established with 12' to the living area and 20' to the garage.
- Side yard setbacks shall have a minimum of 10' between building pads; minimum side-to-front, side-to-rear, and rear-to-rear separation between residential structures shall be 20'.
- Maximum number of residential units is limited to 27.
- The agreement requires the developer to construct the number and type of amenities shown in the concept plan's landscape/open space plan.
- Construct the City's Kays Creek Trail per the City's trail specifications and in the locations shown on the concept plans.
- Residential design standards will be required to be consistent with the architectural style provided with the concept plan. This includes exterior building materials, façade duplication, and minimum garage sizes.
- Site grading and development which includes minor mass grading of the site and constructing the retaining walls will be required to be consistent with the conceptual plan.
- Final plat requirements with regards to accepted geotechnical reports by Layton City are noted, as well as lot grading limitations and private utilities that are located outside the public streets.
- There is a requirement of deed restrictions for each building pad.
- There is a requirement to establish a homeowners association in perpetuity.

STAFF RECOMMENDATION

On March 11, 2025, the Planning Commission voted 3 to 2 to forward a positive recommendation to the City Council to approve the rezone with concept plan request from R-S (Residential Suburban) to R-1-10 PRUD (Single Family Residential, Planned Residential Unit Development) zone. In addition, the Planning Commission voted 3 to 2 to forward a positive recommendation to the City Council to approve the Development Agreement.

The two Commissioners that voted to not adopt Ordinance 25-08 and Resolution 25-16 stated their reasons, which include that the geotechnical report for the development should include radon testing of the existing soil and that the City should require a traffic study be completed with the possible impact of the proposed development with traffic in the area.

Staff's response is that radon is regulated through a voluntary compliance section of the 2021 International Residential Code (IRC) and not through geotechnical or geological studies. Appendix F of the IRC "Radon Control Methods" is not mandatory unless adopted by the State Construction Code, which is not the case in Utah. Table AF101.1 of the IRC also includes a list of the counties in Utah with high radon potential, of which Davis County is not listed. Per the City's Design Standards and Guidelines, the City Engineer has determined that a traffic impact study is not required based on the proposed development generating less than 100 trips during peak hours.

Staff supports the Planning Commission recommendations.



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 15 business days of a preliminary submittal and within 20 business days of a final submittal. Thank you.

MEMORANDUM

TO: Matthew Christensen; mchristensen@focus-es.com
Goldcrest Homes; adam@and-dev.com

CC: CED Department/Fire Marshal

FROM: Shannon Hansen, Assistant City Engineer - Development

DATE: April 2, 2024

SUBJECT: Hobbs Creek Villas Rezone
Cycle 1, Review 1
3265 North Hobbs Creek Drive

I have reviewed the Petition for Amending the Zoning Ordinance for three parcels of ground containing approximately 13.12 acres at 3265 North Hobbs Creek Drive. The applicant is requesting a zoning change from R-S to R-1-10 PRUD to develop the parcels into single family homes. The Engineering Department has the following concerns regarding the rezone of the property. We recommend that this item be addressed prior to approval of the rezone. Municipal Code (MC) and Development Guideline and Design Standard (DG) references provided in parenthesis.

- 1) This property is located within sensitive lands. A third party geotechnical engineer will need to review the amended geotechnical report. The developer will be responsible to pay for third party reviewer hired by the City. The developer will need to coordinate with the CED department for payment, etc. All geotechnical and geological issues will need to be resolved prior to rezone. (MC 19.07.060.5)
- 2) Parcel 09-007-0015 from the rezone application has been deleted at the County and has been split into 09-007-0087 and 09-003-0037. The correct parcel ID will need to be determine and corrected on the application.

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

Street – It is anticipated that a public street connection will be made between 2850 East and Hobbs Creek Drive.

Sanitary Sewer – Sanitary sewer has not been installed in Hobbs Creek Drive at this location. There is an 8-inch stub in 2850 East and an 8-inch line in the City trail to the west.

The existing septic system will need to be abandoned per Davis County Health Department requirements.

Culinary water – There is an 8” main in Hobbs Creek Drive and a 10” in 2850 East. Based on the city water model, the fire flow at 3025 North Hobbs Creek Drive is approximately 7,000 gpm with 95 psi. The fire flow will be further refined upon approval of the conceptual plan. The Fire Marshal will determine the required fire flow as well as the need for any additional hydrants. (DG 4.06.H)

A master meter will need to be installed for any homes serviced from private streets. Individual meters on private streets will not be installed, read, maintained or owned by the City. The culinary system will be private up to the point of connection to a City main. (DG 4.10.I)

A sampling station will need to be installed on Hobbs Creek Drive at the entrance to the subdivision. (DG 4.14.F)

Any existing connection not used will need to be abandoned at the main. (DG 1.08.Culinary Water.8)

Storm Drain – The only storm drain in the area is a 15” main that runs side yard from 3025 North to discharge into a natural drainage near the southwest corner of the property. A connection/discharge line to Hobbs Reservoir will need to be approved by Kays Creek Irrigation.

The development will need to comply with Low Impact Development requirements in Section 6.14 of the City Guidelines and Design Standards. Items of note for the LID:

- 1) This area is within a Drinking Source Protection Zone 4.
- 2) The Hobbs Reservoir is a regional harvest and reuse facility.
- 3) The feasibility to implement LID may be impacted by the geotechnical findings.

Land Drain – A land drain system will be required for any home/building as specified in a geotechnical report and as required per Layton City Municipal Code 18.40.020. **The geotechnical engineer has specified a land drain system is required.** Therefore, a land drain system will need to be installed with the development. (DG 7.04.A)

Land drain is not installed in Hobbs Creek Drive or 2850 East. The land drain main will need to connect to the storm drain system at a point where the rim elevation is lower than the finished floor elevation of the homes. (DG 7.06.F)

Miscellaneous –

1. Street lights on public streets will required. (DG 10.02 & MC 18.50.075)
2. This property is located in the Weber Basin secondary water service area and a portion is currently being serviced by them. They will need to be contacted to determine if secondary water is available to service this development. A will serve letter will need to be provided at the preliminary stage of development.
3. Water exaction requirements will need to be met. Water shares from Kays Creek Irrigation, Holmes Creek Irrigation, or DWCCC will need to be submitted at the final stage of development. If Weber Basin secondary water is used, the water exaction amount will be reduced. A credit will be given for any existing culinary meters removed from service. (MC 19.23.010)
4. All work within the Bureau pipeline easements will need to be approved by Weber Basin and the Bureau.
5. The average slope of the parcels (predevelopment) will need to be provided. (MC 19.07.060.4.b)
6. The City would like a temporary construction easement along the south property line to access an existing storm drain pipe in need of repair.

7. Any side yard/rear yard gravity utility will need to be placed within a 20' easement with 10' for each additional utility and will need to be locking pipe and cased. Culinary water will not be allowed to run side yards/rear yard. (DG 4.04.E; 6.06.E.2; 7.06.B)



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 15 business days of a submittal of a preliminary plan and within 20 business days of a submittal of a final plan. Thank you.

MEMORANDUM

TO: Adam Anderson; adam@and-dev.com
Matthew Christensen; mchristensen@focus-es.com

CC: CED Department; Fire Marshal; Legal Department

FROM: Ryan Bankhead, Senior Staff Engineer

DATE: December 3, 2024

SUBJECT: Hobbs Creek Villas Concept Plan – Cycle 1, Review 3
3265 N Hobbs Creek Drive

We have reviewed the Conceptual Plan submitted on November 6, 2024 for Hobbs Creek Villas located at 3265 N Hobbs Creek Drive. The plans have been stamped “Approved as Corrected.” The following comments will need to be addressed with the next submittal. Municipal Code (MC) and Development Guideline and Design Standard (DG) references provided in parenthesis. Items that have been addressed are strikethrough and new comments based on changes to the drawings are in red.

The design engineer may want to meet with the Layton City development staff on a Tuesday or Thursday afternoon to discuss the comments addressed in this memo. The meeting will need to be arranged through the Community Development Department at 801-336-3780.

The plan set submitted includes a significant amount of information that is not required at concept, i.e. Rim/Inv. elevations, erosion control plans, etc. This information will not be fully reviewed with the conceptual application.

1. **Sheets D1 & D2 are shown in the Sheet List Table, but were not included in the most recent submittal.**
2. ~~All existing easements will need to be shown on the plan, specifically the Weber Basin Water easement. The developer and/or the developer’s engineer will need to coordinate the easement location and size with Weber Basin Water.~~
3. ~~The street access to Hobbs Creek Drive is located on UDOT property. Per UDOT agreement with the City, the frontage roads are the City’s responsibility. The dedication of Hobbs Creek Drive has already taken place in July 2021. The boundary will need to be amended to remove parcel 09-003-0037 (UDOT road parcel).~~
4. The street servicing lots 101-104, 105-113, and 114-120 will be private, to be owned and maintained by the HOA **(a note on the 45’ & 33’ cross sections will need to be added as well). Public will need to be added to the 39’ cross section.**
5. The streets (existing and proposed) should be labeled on all sheets to aid in providing locations of comments. 2580 East will need to be labeled. **(not addressed)**

6. ~~ADA ramps will need to be added to all trail crossings and on Hobbs Creek Drive. (DG 3.16.B.6)~~
The trail connection into Hobbs Creek Drive does not require an ADA ramp where the connection is to the existing sidewalk on the west side.
7. Based on the proposed contours, there are locations that will require walls. These will need to be added to the plans. **The walls will need to be clearly labeled.** The Geotechnical report indicates that any slope over 2.5H:1V will require a retaining wall, which shall be properly engineered including stability analysis. **(partially addressed)**
8. Storm drain catch basins will need to be installed on the uphill side of all ADA ramps. ~~Catch basins will need to be installed above the ramps on Street A (both sides) and Hobbs Creek Drive.~~
Based on the proposed contours and slopes, an additional inlet box will need to be installed on the east side of private street A on street d.(DG 6.08.B)
9. ~~Valves will need to be placed on 2 of the 3 legs of the water line tee. (DG 4.08.C) Where 8" mains are no longer being proposed in the private street, the most valves are no longer needed. The 2" service connections will be made with a saddle and not a tee. A Valve will need to be located at the "hot tap" on the line in Hobbs Creek Drive and one valve on the main within the development, all other valves, with exception of the fire hydrants, can be eliminated from the drawing.~~
10. The secondary water line will need to be located in the standard location (Layton City standards) unless otherwise directed by Weber Basin.
11. ~~It is recommended that the hard 90° bends at the proposed meters and flushing hydrants be removed to eliminate any potential for head loss.~~
12. ~~The maximum cross slope through a pedestrian crossing at a curb radius is 2%. (DG 3.16.A.4)~~
The slope of the curb radius will need to be provided at preliminary.
13. ~~Storm drain lines that are approved for side lot installation shall have a 20 foot easement provided. Ten feet will need to be added to the easement width for each additional utility. (DG 6.06.E.2)~~ All side-lot pipes shall be cased from manhole/box to right-of-way and **shall be manufactured locking joint, internal or external restraint or manufactured bell restraint pipe.** (DG 6.10.I, 7.06.B, and 7.12.H). **(partially addressed)** **The storm drain from SDMH #107 to SDMH #106 shall also be installed in steel casing from manhole to manhole. (DG 6.10.I)**
14. ~~The storm drain manhole #106 should be shifted to be adjacent to the trails rather than within the trails to eliminate a potential trip hazard. (URMMA requirement).~~
15. ~~Land drain labels are still shown on sheet C4.1, but there is no longer and pipes or manholes. Where the geotech has indicated that the land drain is not required, that plat shall include a note indicating "Notice to all Lot Owners — The developer has received a waiver on this subdivision to eliminate the land drain system and footing/foundation drain requirements of Section 18.40.020 of the Layton Municipal Code. A copy of the geotechnical report is available for review with the Layton City Engineering or Community Economic Development Departments. (DG 7.04.A & MC 18.40.020)~~
16. ~~The storm drain manholes where the land drain previously connected still includes the land drain connection invert.~~
17. A 20-foot wide easement will need to be established for all storm drain outfall lines outside the ROWs. The easement will need to be added to the plat and **labeled as public or private. (not addressed)**
18. ~~The parking areas will need to be included within the ROW where they are an extension of the street/alley.~~
19. ~~The private waterlines and street lights will need to be removed from the Cut/Fill sheet (C4.4)~~
20. ~~The sanitary sewer systems in Street C, Street B and Street A will need to be labeled as private. The sewer mains will remain private up to the connection point with the manholes in Street D.~~

~~The storm drain mains in Street B and Street A as well as the mains and structures from SDMH #101 to SDMH #106 will need to be labeled as private. The storm drain in Street C and the remainder of the outfall will be public. Once a private line connects to a public line, any lines after shall be public. To prevent a change of private to public to private, the public storm drain in Street D will need to extend from Inlet TBC Single #103 to private SDMH #103. The main in Street B will need to be removed from Private SDMH #103 to Private SDMH #101. The main from private TBC Double #101 to SDMH #106 shall be private, owned and maintained by the HOA.~~

- ~~21. The point of connection and meter size for the secondary water lateral will need to be included on the drawings. It appears that the culinary water sampling station is being used as a connection for the secondary water system. The secondary water meter will need to connect to the secondary water line (Sheet L2.1).~~
- ~~22. The proposed trees will need to avoid placement within 5 feet of a utility. (Not addressed)~~
- ~~23. The placement of a tree at the southeast corner of lot 114 will be within the line of sight for the intersection and will need to be relocated.~~
- ~~24. Sheets C4.2 and C4.3 in the Key map on Sheet C4.4 are reversed.~~
25. The pad shown east of pad 123 will need to be identified and will need to be approved by Weber Basin where it encroaches it easement and lines.
26. The existing sidewalk in 2850 E will need to connect to the proposed trail on the east side. On the west side the transition between the sidewalks is shown as 2-7" and will need to be 6 feet.
27. The 2-inch service lines cannot bend 90 degrees out of the meter vaults and function properly. There shall be a minimum of 3 feet of straight pipe outside the vaults.

General Notes – Applicable to future stage of development

1. Final plans will need to include the requirement for CMT to approve all grading plans for the proposed subdivision. CMT shall also verify that suitable natural soils and property preparation of the existing soils have been encountered prior to placing site fills, footings, slabs, and pavements. All fill material shall be approved by CMT prior to placement. Letters of approval from CMT to the City will need to be provided at the respective 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, 3 acre-feet per developed acre. This is required for all development regardless of secondary water use. The final water exaction amount will be based on the final dedication plat. A credit will be given to any water meter removed from service.
3. Street lights are required for all new development within the City. Street light locations will be given in the preliminary stage of development and may change at the time of the final, depending on the location of fire hydrants, lot reconfiguration, or phasing. The developer will be required to pay for the lights and installation. The lights will be purchased by the City and the installation will be done by the City's contractor. The cost for the lights will be determined at the time of the final. The developer will be responsible to install any transformers that may be needed for the lights.
4. The development will need to comply with Low Impact development requirements in Section 6 of the City Guidelines and Design Standards. Items of note for the LID:
 - a. This area is within a Drinking Source Protection Zone 4.
 - b. The Hobbs Reservoir is a regional harvest and reuse facility.
 - c. The feasibility to implement LID may be impacted by the geotechnical findings.

5. The City would like a temporary construction easement along the south property line to access and existing storm drain pipe in need of repair.
6. All work within the Bureau pipeline easement will need to be approved by Weber Basin and the Bureau.
7. This property is located in the Weber Basin secondary water service area and a portion is currently being serviced by them. They will need to be contracted to determine if secondary water is available to service this development. A will serve letter will need to be provided at the preliminary stage of the development from the irrigation company.
8. Based on the City water model and with the proposed loops, the fire flow within the development will be approximately 5,300 gpm with 95 psi. The Fire Marshal will determine the required fire flow.
9. Fixture counts will need to be provided at final to verify the master meter sizes.

Dedication Plat – applicable at the final stage of development.

1. The line type used to separate Parcel A and Parcel B appears to be the easement line in the legend. A line type for lot lines will need to be added to the legend and used for this line.
2. Notices will be required on the plat for the geotechnical concerns on the property including, but not limited to the requirement for landscape sprinklers to be 20 feet from the slope crest and not on slope faces.
3. The final plat will also need to include notices to future owners that 1) any slope over 30% will need to be designated as non-buildable; 2) regarding the risks if conditions saturate the soils including the landscaping requirement specified in the CMT report dated August 11, 2021; 3) limit on uniformly distributed loads of 1500 psf loading from proposed residences.
4. ~~Several pads (123-127) are missing bearings and distances.~~
5. ~~The 10" PU&DE will need to be labeled. With the removal of the PU&DE the Owner's Dedication will need to designate the common area as public utility and drainage easements.~~
6. Bearings, distances, and curves along all easements will need to be added so that the easements can be recreated.
7. ~~Note 5 regarding Parcel "D" will need to be removed from the plat.~~
8. Note 7 will need to be expanded to indicate that the alley and cul-de-sacs as well as the utilities within the ROW, with the exceptions below, will be owned and maintained by the HOA.
 - a. The culinary water master meters and meter vaults.
 - b. The storm drain in Street C and public easements.
9. "and Drainage" will need to be added to note 10.
10. There are numerous locations where the text is obstructed by the thick linetypes. The County Recorder's office has been returning plats with obstructed text.
11. The street numbers and "Public" or "Private" will need to be added to all streets.
12. The length of one of the lines dividing Parcel A and Parcel B at the northeast corner of the property is missing.
13. One of the half width measurements on Street D just west of Street A is incorrect at 19.52'.
14. Note 7 will need to be modified to have any "Private" fire hydrants annually maintained. The maintenance of any public fire hydrant is the responsibility of the City.
15. The signature lines of Utah Water & Power, Tesoro, AT&T and Straight Irrigation Co are not applicable to this development and should be removed from the final plat.
16. The centerline linetype is used on portions of the street right of way on Street D.



Community • Prosperity • Choice

Mayor • Joy Petro
City Manager • Alex R. Jensen

• 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 15 business days of a submittal of a preliminary plan and within 20 business days of a submittal of a final plan. Thank you.

MEMORANDUM

TO: Community Development

FROM: Gavin Moffat, Deputy Fire Marshal 

RE: Hobbs Creek Villas Rezone

CC: 1) Engineering
2) Matthew Christensen, mchristensen@focus-es.com
3) Goldcrest Homes (Adam Anderson) adam@and-dev.com

DATE: April 8, 2024

I have reviewed the rezone application received on March 19, 2024 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.

Hobbs Creek Villas Rezone S24-041

April 8, 2024

Page 2

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.

GM#4ANNEX/REZONE:sh
Plan #S24-041 District #14
Project Tracker #LAY2403193350
ERS#12337





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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 15 business days of a submittal of a preliminary plan and within 20 business days of a submittal of a final plan. Thank you.

MEMORANDUM

TO: Community Development

FROM: Douglas K. Bitton, Fire Marshal 

RE: Hobbs Creek Villas Subdivision

CC: 1) Engineering
2) Matthew Christensen, mchristensen@focus-es.com
3) Goldcrest Homes (Adam Anderson), adam@and-dev.com

DATE: January 16, 2025

I have reviewed the conceptual plan submitted on November 6, 2024 for the above referenced project. The Fire Prevention Division of this department has the following comments/concerns.

1. The minimum fire flow requirement is 1,000 gallons per minute for 60 consecutive minutes for residential one and two family dwellings. Fire flow requirements may be increased to a maximum of 2,000 gallons per minute for residential one and two family dwellings with a building footprint equal to or greater than 3,600 square feet, or for buildings other than one and two family dwellings. The Layton City Engineering Division will provide the anticipated fire flow. (2021 IFC Appendix B)

- ~~2. The hydrant at the end of Street B does not meet the distancing requirements and needs to be a full-sized hydrant. (2021 IFC C102.1 As Amended)~~
3. After further assessment on January 16, 2025, the hydrant spacing is acceptable as proposed.

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

DB\#1 subdivision site plan.sh
Plan #S24-173 District #14
Project Tracker #LAY2403193351
ERS #12337



Memorandum

To: Matthew Christensen & Goldcrest Homes – Adam Anderson
CC: Community Development, Fire, & Engineering
From: JoEllen Grandy, City Landscape Architect – Parks & Recreation
Date: April 5, 2024
Re: Hobbs Creek Villas Rezone, Rezone – 3265 N. Hobbs Creek Drive
Review: 1st Cycle, 1st Review

The properties located at 3265 North Hobbs Creek Drive (Tax ID#s 09-007-0015, 09-007-0011 and 09-007-0032) are within the existing special use service area of Hobbs Reservoir.

Kay's Creek Trail, a major trail corridor identified in the Layton City Parks, Recreation, Trails, Open Space and Cultural Facilities Master Plan, includes a section of the proposed trail traveling through the proposed PRUD identified in order to complete the east final connection of Kay's Creek Trail. The construction of a 10' wide asphalt trail located within a 20' wide dedicated trail easement to the City located on the property being developed along the south side of the property will be required of the developer. Assurance that the trail's slope is no greater than 12%, unless approved by Layton City, will need to be verified. Preservation of the existing evergreen buffer along the southern property is desired. The Parks & Recreation Department will continue to work together with the developer through details as the plans progress through the submittal process.

Parks & Recreation Department is also interested in an area for a trailhead parking lot. This would be proposed in the southeast corner of the property, partially located on the developer's property and partially located on UDOT property. Parks can share concept plans to begin this discussion.

The Parks & Recreation Department has reviewed the proposed rezone from R-S to R-1-10 PRUD. Provided the notes are acknowledged above, the Parks & Recreation Department has no other comments or concerns regarding the 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.



Memorandum

To: Matthew Christensen & Goldcrest Homes – Adam Anderson
CC: Community Development, Fire, & Engineering
From: JoEllen Grandy, City Landscape Architect – Parks & Recreation
Date: November 15, 2024
Re: Hobbs Creek Villas Subdivision, Conceptual Approval – 3265 N. Hobbs Creek Drive
Review: Review 3

The Hobbs Creek Villas Subdivision located at 3265 North Hobbs Creek Drive is not located within a neighborhood park service area.

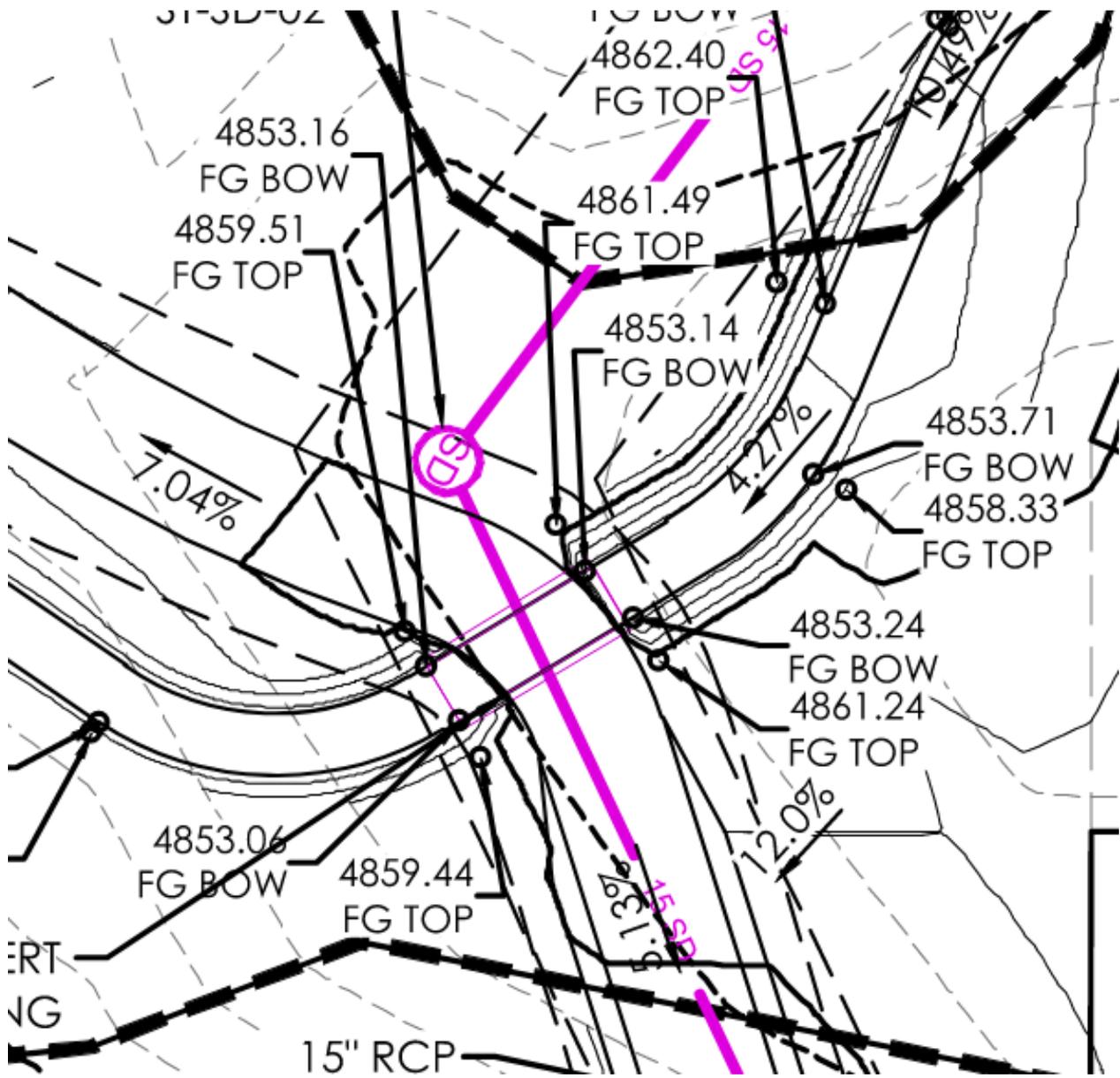
Kay's Creek Trail, a major trail corridor identified in the Layton City Parks, Recreation, Trails, Open Space and Cultural Facilities Master Plan, includes a section of the proposed trail traveling through the proposed subdivision identified to complete the east connection of the Kay's Creek Trail.

The Parks & Recreation Department has reviewed the concept plan submitted on November 6th and has the following comments:

- Please correct the spelling error (“publice”) throughout the plat:



- On Sheet C4, please assure the pedestrian culvert can withstand vehicles driving over top of it. The heaviest vehicle that could drive over top of this would be a brush fire truck:



HOBBS CREEK VILLAS REZONE WITH CONCEPT PLAN

3265 NORTH
HOBBS CREEK DR.

REZONE FROM
RS TO R-1-10 PRUD

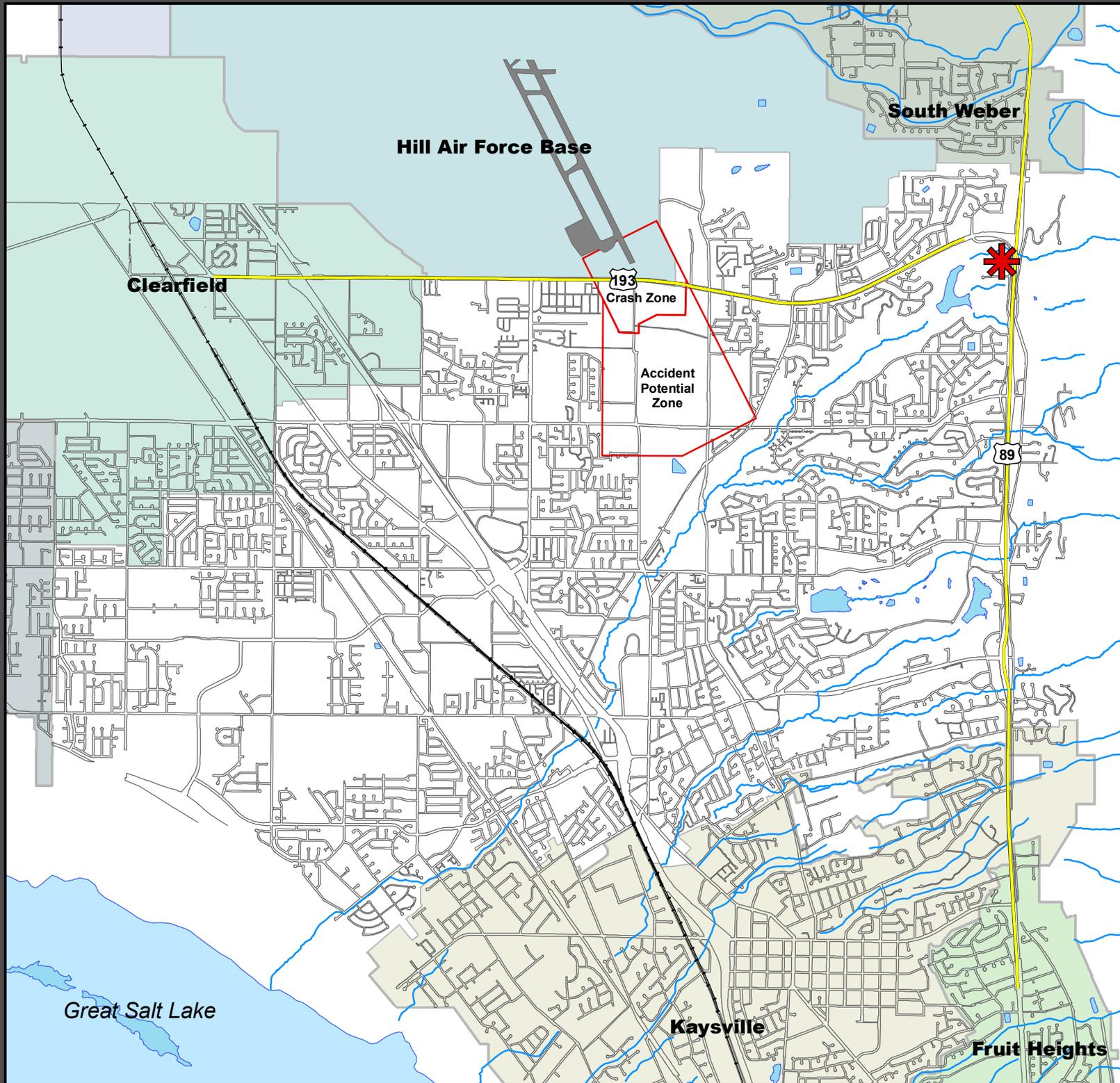
Legend

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

 - Project Site



Map 1



**HOBBS CREEK VILLAS
REZONE WITH
CONCEPT PLAN**

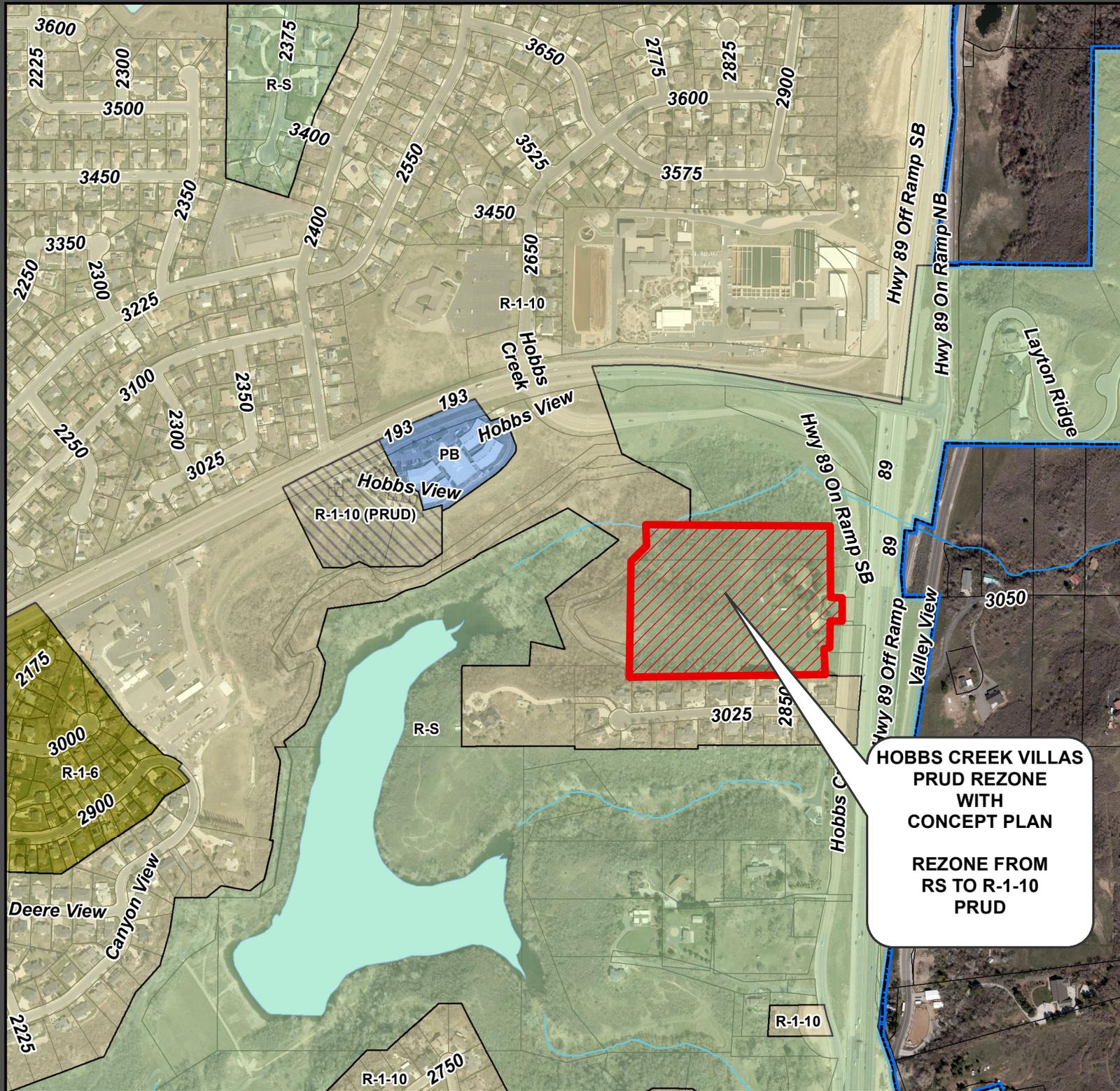
**3265 NORTH
HOBBS CREEK DR.**

**REZONE FROM
RS TO R-1-10 PRUD**

Legend

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

 - Project Area



**HOBBS CREEK VILLAS
PRUD REZONE
WITH
CONCEPT PLAN**

**REZONE FROM
RS TO R-1-10
PRUD**

HOBBS CREEK VILLAS REZONE WITH CONCEPT PLAN

3265 NORTH
HOBBS CREEK DR.

REZONE FROM
RS TO R-1-10 PRUD

Legend

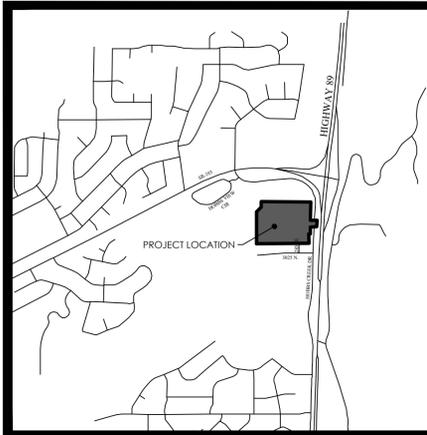
-  Interstate Highways
-  City Boundary
-  Highways
-  Lakes
-  Streams

 - Project Area



HOBBS CREEK VILLAS
PRUD REZONE
WITH
CONCEPT PLAN

REZONE FROM
RS TO R-1-10
PRUD



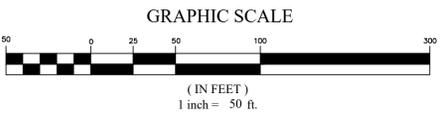
VICINITY MAP
N.T.S.

NOTES

- #5 X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS
- NO BUILDINGS OR STRUCTURES MAY BE CONSTRUCTED WITHIN THE FAULT LINE EASEMENT
- PARCEL A IS HEREBY NO BUILD AREA.
- PARCELS B & C WILL HEREBY SERVE AS COMMON AREA
- CITY WILL OWN AND MAINTAIN THE 10' WIDE ASPHALT TRAIL IN PERPETUITY AFTER IT IS CONSTRUCTED BY THE DEVELOPER.
- ALL OPEN SPACE PARCELS, COMMON SPACE, LANDSCAPE BUFFERS, DETENTION BASIN(S), TRAILS (EXCLUDING THE 10' WIDE TRAIL DEDICATED TO LAYTON CITY) AND/OR OTHER AMENITIES SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WITH THE SPECIFIC MAINTENANCE RESPONSIBILITIES OUTLINED WITHIN THE CC&RS.
- AS A PRIVATE DEVELOPMENT, THE HOME OWNERS ASSOCIATION SHALL HAVE THE FIRE HYDRANTS ANNUALLY MAINTAINED AND A 5-YEAR FLOW TEST SHALL BE PERFORMED IN ACCORDANCE WITH NFPA 24 AND 25. ALL RECORDS SHALL BE PROVIDED AND SUBMITTED THROUGH THE COMPLIANCE ENGINEERING FOUND AT [HTTP://WWW.THECOMPLIANCEING.COM](http://www.thecompliancesing.com)
- THE PROJECT AREA LIES WITHIN THE WILDLAND URBAN INTERFACE AND REQUIRES THAT ALL BUILDABLE LOTS HAVE A SEVERITY ASSESSMENT CONDUCTED PRIOR TO SUBMITTAL FOR BUILDING PERMITS.
- NOTICE TO ALL LOT OWNERS - THE DEVELOPER HAS RECEIVED A WAIVER ON THIS SUBDIVISION TO ELIMINATE THE LAND DRAIN SYSTEM AND FOOTING FOUNDATION DRAIN REQUIREMENTS OF SECTION 18.40.020 OF THE LAYTON MUNICIPAL CODE. A COPY OF THE GEOTECHNICAL REPORT IS AVAILABLE FOR REVIEW WITH THE LAYTON CITY ENGINEERING OR COMMUNITY ECONOMIC DEVELOPMENT DEPARTMENTS.
- ALL OPEN SPACE AND COMMON AREAS TO SERVE AS PUBLIC UTILITY EASEMENTS

LEGEND

--- BOUNDARY
--- SECTION LINE
--- EASEMENT
--- RIGHT-OF-WAY LINE
--- CENTERLINE
--- BUILDING SETBACK
--- EXISTING PROPERTY LINE
● SECTION MONUMENT (FOUND)
○ STREET MONUMENT (TO BE SET)
● BOUNDARY MARKERS



S89°32'01"E 800.00'

EAST QUARTER CORNER OF SECTION 2, T4N, R1W, SLB&M 3" DAVIS COUNTY MONUMENT

Curve Table

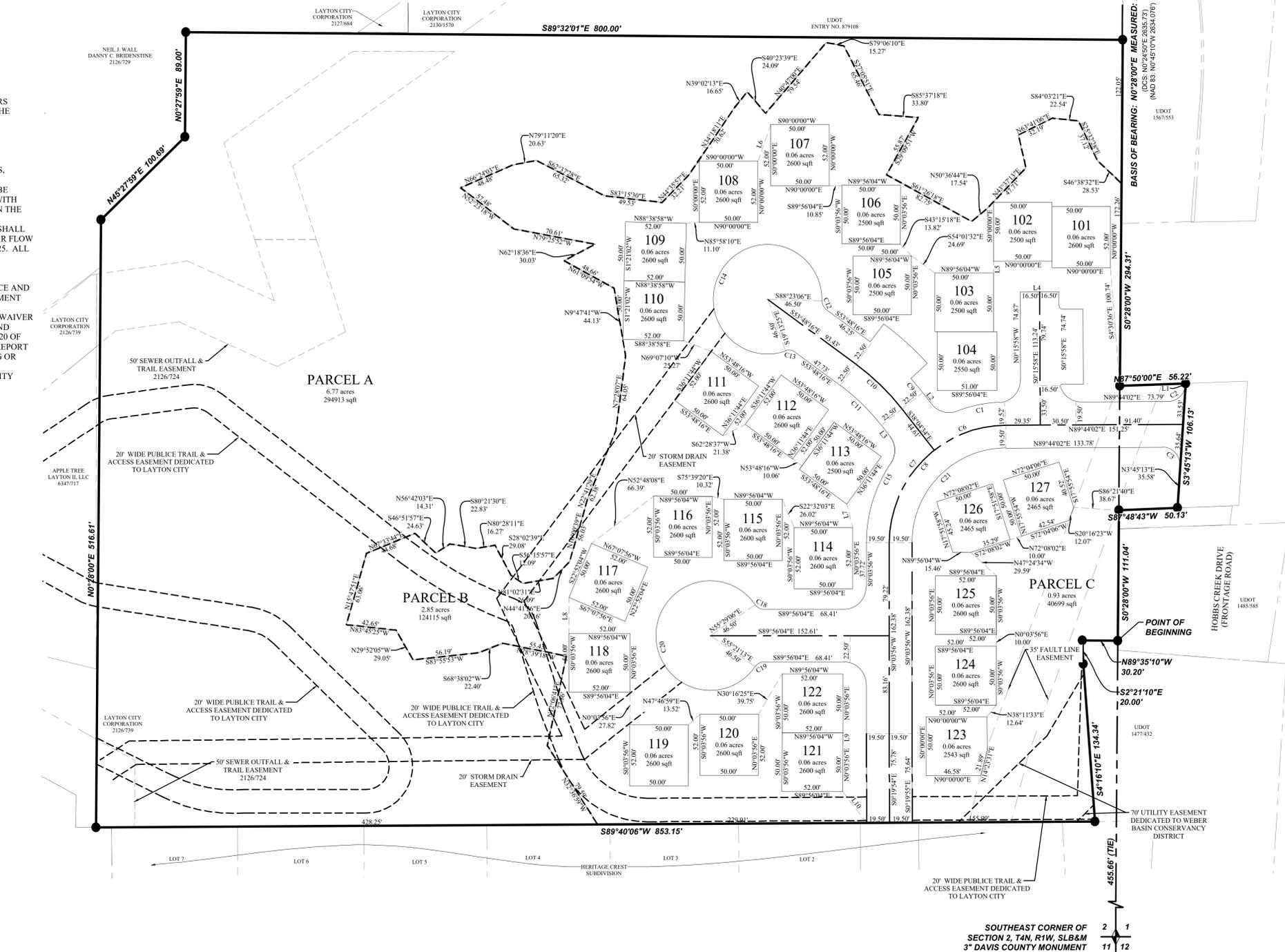
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	119.50	17°49'40"	37.18	S78°16'25"W	37.03
C2	15.00	85°58'49"	22.51	N46°44'38"E	20.46
C3	15.00	94°01'11"	24.61	N43°15'22"W	21.94
C6	100.00	37°48'37"	65.99	N70°49'44"E	64.80
C7	100.00	51°51'29"	90.51	N25°59'41"E	87.45
C8	100.00	89°40'06"	156.50	S44°53'59"W	141.01
C9	222.50	4°00'30"	15.57	N40°04'49"W	15.56
C10	200.00	15°43'41"	54.90	N45°56'25"W	54.73
C11	177.50	15°43'41"	48.73	N45°56'25"W	48.57
C12	9.00	55°25'09"	8.71	S26°05'41"E	8.37
C13	9.00	55°25'09"	8.71	N81°30'50"W	8.37
C14	46.50	290°50'18"	236.04	S36°11'44"W	52.78
C15	119.50	34°25'20"	71.79	S17°16'37"W	70.72
C18	9.00	55°25'09"	8.71	S62°13'29"E	8.37
C19	9.00	55°25'09"	8.71	S62°21'22"W	8.37
C20	46.50	290°50'18"	236.04	S00°03'56"W	52.78
C21	80.50	89°40'06"	125.98	S44°53'59"W	113.51

Line Table

LINE	DIRECTION	LENGTH
L1	N03°45'13"E	1.40
L2	S38°04'34"E	12.47
L3	N38°04'34"W	12.47
L4	N89°44'02"E	33.00
L5	S00°10'37"W	10.14
L6	N19°19'50"E	32.94
L7	N14°05'39"W	20.63
L8	S00°02'32"E	30.32
L9	N00°03'56"E	10.00
L10	S37°37'22"E	33.57

EASEMENTS

UTAH WATER & POWER BOARD	DATE
TESORO	DATE
AT&T	DATE
STRAIGHT IRRIGATION CO.	DATE



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

PLANNING COMMISSION

APPROVED AS TO FORM THIS ___ DAY OF _____ A.D., 20__ BY THE LAYTON CITY PLANNING COMMISSION.

CHAIRMAN, PLANNING COMMISSION

CITY ENGINEER

APPROVED AS TO FORM THIS ___ DAY OF _____ A.D., 20__

LAYTON CITY ENGINEER

CITY ATTORNEY

APPROVED AS TO FORM THIS ___ DAY OF _____ A.D., 20__

LAYTON CITY ATTORNEY

CITY COUNCIL

PRESENTED TO THE LAYTON CITY COUNCIL THIS ___ DAY OF _____, 20__ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

MAYOR

ATTEST: CITY RECORDER

SURVEYORS CERTIFICATE

I, Justin Lundberg, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 12554439 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Justin Lundberg
Professional Land Surveyor
License No. 12554439

Date _____

BOUNDARY DESCRIPTION

A portion of the SE 1/4 of Section 2 and the SW 1/4 of Section 1, Township 4 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the Northernly line of that Real Property described in Deed Book 1477 Page 432 of the Official Records of Davis County located N00°28'00"E along the Section line 455.66 feet from the Southeast Corner of Section 2, T4N, R1W, SLB&M, thence along said deed the following 3 (three) courses: 1) N89°35'10"W 30.20 feet; 2) S02°21'10"E 20.00 feet; 3) S04°16'10"E 134.34 feet to the North line of HERITAGE CREST SUBDIVISION, according to the Official Plat thereof recorded July 2, 1997 as Entry No. 1332558 in Book 729 of the following 2 (two) courses: 1) N45°27'59"E 100.69 feet; 2) N00°27'59"E 89.00 feet; thence S89°32'01"E along said deed and along the South line of those Real Properties described in Deed Book 2127 Page 684, Deed Book 2130 Page 1570 and Deed Entry No. 879108 of the Official Records of Davis County 800.00 feet to the Section line; thence N00°28'00"E along said deed and along the Easterly line of those Real Properties described in Deed Book 6347 Page 717 and Deed Book 2126 Page 729 of the Official Records of Davis County 516.61 feet; thence along said Real Property described in Deed Book 2126 Page 729 the following 2 (two) courses: 1) N45°27'59"E 100.69 feet; 2) N00°27'59"E 89.00 feet; thence S89°32'01"E along said deed and along the South line of those Real Properties described in Deed Book 2127 Page 684, Deed Book 2130 Page 1570 and Deed Entry No. 879108 of the Official Records of Davis County 800.00 feet to the Section line; thence S00°28'00"W along the Section line 294.31 feet to the North line of that Real Property described in Deed Book 5279 Page 505 of the Official Records of Davis County; thence N87°50'00"E along said deed 108.99 feet to a fence on the Westerly Right-of-Way line of State Road 89 as defined by the Right-of-Way plans for UDOT Project No. F-030 (9); thence Southerly along said fence and along the arc of a non-tangent curve to the left having a radius of 34,501.43 feet (radius bears: S85°51'00"E) a distance of 106.21 feet through a central angle of 00°10'35" Chord: S04°03'43"W 106.21 feet; thence S87°50'00"W 102.32 feet to the Section line; thence S00°28'00"W along the Section line 111.04 feet to the point of beginning.

(Bearings in description are based on the Davis County Coordinate System, rotate bearings clockwise 0°17'10" for the equivalent NAD 83 bearings.)

Contains: 13.38 acres +/-

OWNER'S DEDICATION

KNOWN ALL BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND PUBLIC UTILITY AND DRAINAGE EASEMENTS (PU & D), TO HEREAFTER BE KNOWN AS

HOBB'S CREEK AT LAYTON CITY SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND, SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. OWNERS HEREBY AGREE TO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION TO THE STREET.

SIGNED THIS ___ DAY OF _____, 20__

BY: _____ BY: _____

ITS: _____ ITS: _____

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE ___ DAY OF _____ A.D. 20__ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____ IN SAID STATE OF UTAH, _____ WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____ L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC

COMMISSIONED IN _____ UTAH RESIDING IN _____

COUNTY _____

MY _____ COMMISSION No. _____

NOTARY _____ PRINTED FULL NAME OF _____

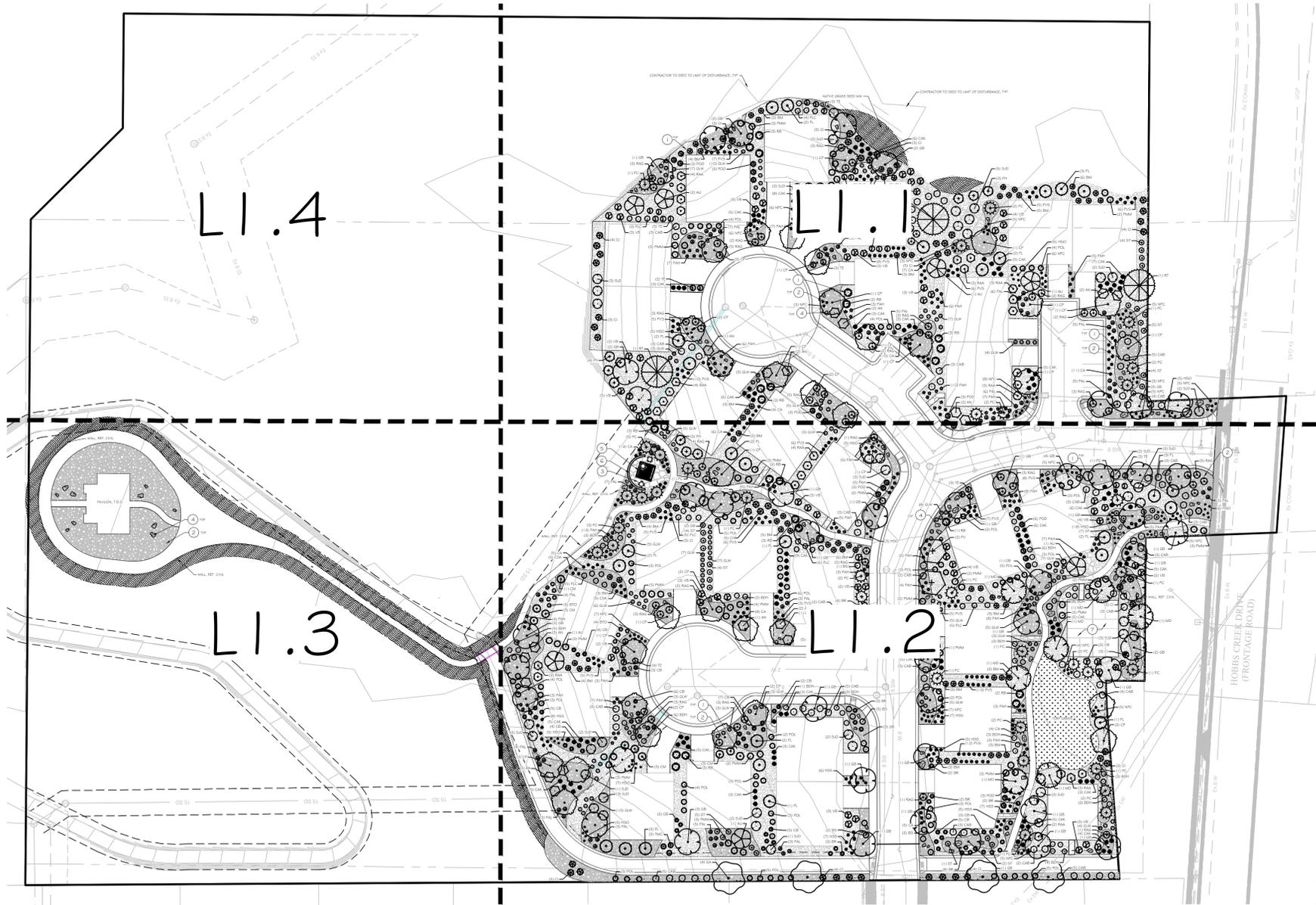
RECORDED # _____

STATE OF UTAH, COUNTY OF DAVIS
RECORDED AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

\$ _____ COUNTY RECORDER

z:\2023\23-0278 hobbs's creek at layton city\design 23-0278\dwg\sheets\C2 - FINAL PLAT.dwg



PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES				
CP	Crataegus phaenopyrum	Washington Hawthorn	2" Cal.	35
GA	Ginkgo biloba 'Autumn Gold'	Autumn Gold Maidenhair Tree	2" Cal.	4
GB	Ginkgo biloba 'PNI 2720'	Princeton Sentry® Maidenhair Tree	2" Cal.	46
MD	Malus x 'Donald Wyman'	Donald Wyman Crabapple	2" Cal.	7
PC	Pinus cembra 'Chalet'	Chalet Swiss Stone Pine	4" Ht.	34
PV	Prunus virginiana 'Canada Red'	Canada Red Chokecherry	2" Cal.	2
SHRUBS				
AU	Amelanchier utahensis	Utah Serviceberry	5 gal.	8
AN	Arctostaphylos nevadensis	Pinemat Manzanita	5 gal.	18
BS	Baptisia x bicolor 'Starlite'	Starlite Prairieblues™ Indigo	5 gal.	13
BM	Berbens repens	Creeping Mahonia	3 gal.	76
BR	Berbens thunbergii 'Gentry'	Royal Burgundy® Japanese Barberry	5 gal.	24
BTO	Berbens thunbergii 'Orange Rocket'	Orange Rocket Japanese Barberry	5 gal.	9
BDH	Buddleja davidii 'Buzz Hot Raspberry'	Hot Raspberry Butterfly Bush	5 gal.	49
CI	Calliandra dichotoma 'Issai'	Issai Purple Beautyberry	5 gal.	49
CB	Caryopterus x clandonensis 'Blue Mist'	Blue Mist Bluebeard	5 gal.	49
CAB	Cornus alba 'Bailhalo' TM	Ivory Halo Dogwood	5 gal.	66
C5K	Cornus sericea 'Kelsey'	Kelsey's Dwarf Red Twig Dogwood	2 gal.	10
CM	Cowania mexicana	Mexican Clifrose	5 gal.	10
FL	Forsythia x intermedia 'Lynwood Gold'	Lynwood Gold Forsythia	5 gal.	31
FOL	Physocarpus opulifolius 'Donna May' TM	Little Devil Ninebark	5 gal.	66
POD	Physocarpus opulifolius 'Nanus'	Dwarf Ninebark	5 gal.	24
PMM	Pinus mugo 'Slowmound'	Dwarf Mountain Pine	5 gal.	52
PH	Pinus sylvestris 'Hillside Creeper'	Hillside Creeper Scotch Pine	5 gal.	13
PLC	Prunus laurocerasus 'Chestnut Hill'	Chestnut Hill English Laurel	5 gal.	27
RAG	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal.	71
RT	Rhus typhina	Staghorn Sumac	5 gal.	3
RB	Rhus typhina 'Baltiger'	Tiger Eyes® Staghorn Sumac	5 gal.	25
RAA	Ribes alpinum	Alpine Currant	5 gal.	28
SJD	Sorbaria sorbifolia 'Sem'	Ash Leaf False Spirea	5 gal.	44
ST	Spiraea betulifolia 'Tor'	White Frost™ Birchleaf Spirea	5 gal.	36
TMC	Taxus x media 'Chadwicki'	Chadwick's Anglo-Japanese Yew	5 gal.	6
TE	Taxus x media 'Everlow'	Everlow Anglo-Japanese Yew	5 gal.	33
VB	Viburnum trilobum 'Bailey Compact'	Bailey's Compact Cranberrybush	5 gal.	58
ORNAMENTAL GRASSES				
CAK	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 gal.	127
CA	Calamagrostis x acutiflora 'Avalanche'	Avalanche Feather Reed Grass	1 gal.	74
HSS	Helictotrichon sempervirens 'Sapphire'	Sapphire Blue Oat Grass	1 gal.	45
PVS	Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	1 gal.	127
PAH	Pennisetum alopecuroides 'Hameln'	Hameln Fountain Grass	1 gal.	147
PERENNIALS				
GLW	Gaura lindheimeri 'Whirling Butterflies'	Whirling Butterflies Gaura	1 gal.	138
H5O	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	1 gal.	72
NPC	Nepeta x 'Psfike' TM	Little Trudy Catmint	1 gal.	94
FAL	Perovskia atriplicifolia 'Little Spire'	Little Spire Russian Sage	1 gal.	74
SYMBOL CODE BOTANICAL NAME COMMON NAME SIZE QTY				
GROUND COVERS				
NG	NATIVE GRASS SEED MIX		seed	11,445 sf
PP	Poa pratensis	Kentucky Bluegrass	sod	3,600 sf

REFERENCE NOTES SCHEDULE

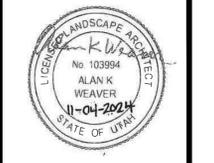
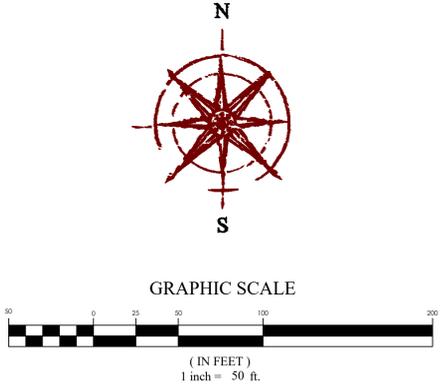
SYMBOL	DESCRIPTION	QTY
1	DECORATIVE GRAVEL, SIZE: 1"-2" COLOR TBD	67,909 sf
2	RIVER ROCK, SIZE: 2"-4", COLOR TBD	42,570 sf
3	FLAGSTONE PAVING	1,210 sf
4	BOULDER, SIZE: 2'-3', VARY BOULDER SIZE IN GROUPINGS	119
5	METAL PERGOLA # SEATING	1
6	CONCRETE SEAT WALL, 18" HEIGHT	
7	PICKLEBALL COURTS	2

LANDSCAPE NOTES

- LAWN AREAS WILL BE SODDED WITH KENTUCKY BLUEGRASS BLEND OVER 4 INCHES GOOD GRADE TOPSOIL.
- TOP DRESS ALL SHRUB BED AREAS AND OTHER AREAS LABELED ROCK MULCH WITH 4" DEEP OF ROCK TYPE(S) SPECIFIED IN THE REFERENCE NOTE SCHEDULE. PLACE ROCK OVER DEWITT PRO-5 WEED BARRIER FABRIC. FABRIC SHALL BE INSTALLED AFTER PRE-EMERGENT HAS BEEN APPLIED.
- INSTALL STEEL EDGING FOR MOW STRIPS BETWEEN LAWN AREAS AND PLANTING BEDS.
- CONTRACTOR TO CONDUCT THEIR OWN QUANTITY TAKE-OFFS IN THE PLAN AND VERIFY ANY DISCREPANCIES WITH THE LANDSCAPE ARCHITECT.
- CONTRACTOR SHALL VERIFY ALL UTILITIES SHOWN ON THE PLANS AS WELL AS HAVE THE SITE UTILITIES LOCATED ON THE GROUND PRIOR TO THE START OF CONSTRUCTION ACTIVITIES. IN THE EVENT THAT THE CONTRACTOR DISCOVERS AN UNDERGROUND UTILITY THAT IS NOT REPRESENTED WITHIN THE CONSTRUCTION DOCUMENTS OR AS MARKED ON THE SITE, HE SHALL IMMEDIATELY CONTACT THE OWNERS REPRESENTATIVE TO DETERMINE NEXT STEPS PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN THE AREA OF THE NEWLY DISCOVERED UNDERGROUND UTILITY.
- THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE THROUGHOUT CONSTRUCTION ACTIVITIES FOR THE PROJECT. ACCUMULATION OF STANDING WATER WILL NOT BE PERMITTED.

LANDSCAPE TABULATIONS CHART

ITEM	AMOUNT	%
OVERALL LANDSCAPE SQ.FT.	125,524 SQ.FT.	100%
TURF GRASS	3,600 SQ.FT.	3%
NATIVE GRASS SEED MIX	11,445 SQ.FT.	9%
ROCK MULCH & SHRUBS WITHIN PARK STRIPS	110,479 SQ.FT.	88%
OVERALL OPEN SPACE AREA	35,038 SQ.FT.	28%
LIVE PLANT MATERIAL SQ.FT.	(80%)	~80%



**HOBBS CREEK AT LAYTON CITY
LAYTON CITY, UT
OVERALL LANDSCAPE PLAN**

REVISION BLOCK	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

OVERALL LANDSCAPE PLAN

Scale: 1"=50' Drawn: SB
Date: 11/04/2024 Job #: 23-0278
Sheet:



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HOBBS CREEK AT LAYTON CITY
LAYTON CITY, UT
LANDSCAPE PLAN

MATCH LINE SEE LI.4

MATCH LINE SEE LI.2

PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES				
CP	Crataegus phaenopyrum	Washington Hawthorn	2' Cal.	35
GA	Ginkgo biloba 'Autumn Gold'	Autumn Gold Maidenhair Tree	2' Cal.	4
GB	Ginkgo biloba 'PNI 2720'	Princeton Sentry® Maidenhair Tree	2' Cal.	46
MD	Malus x 'Donald Wyman'	Donald Wyman Crabapple	2' Cal.	7
PC	Pinus cembra 'Chalet'	Chalet Swiss Stone Pine	4' Ht.	34
PV	Prunus virginiana 'Canada Red'	Canada Red Chokecherry	2' Cal.	2
SHRUBS				
AU	Amelanchier utahensis	Utah Serviceberry	5 gal.	8
AN	Arctostaphylos nevadensis	Pinemat Manzanita	5 gal.	18
BS	Baptisia x bicolor 'Starlite'	Starlite Praineblues™ Indigo	5 gal.	13
BM	Berberis repens	Creeping Mahonia	3 gal.	76
BR	Berberis thunbergii 'Gentry'	Royal Burgundy® Japanese Barberry	5 gal.	24
BTO	Berberis thunbergii 'Orange Rocket'	Orange Rocket Japanese Barberry	5 gal.	9
BDH	Buddleja davidii 'Buzz Hot Raspberry'	Hot Raspberry Butterfly Bush	5 gal.	49
CI	Callicarpa dichotoma 'Issa'	Issa Purple Beautyberry	5 gal.	49
CB	Caryopteris x clandonensis 'Blue Mist'	Blue Mist Bluebeard	5 gal.	49
CAB	Comus alba 'Ballalo' TM	Ivory Halo Dogwood	5 gal.	66
CSK	Comus senceae 'Kelsey'	Kelsey's Dwarf Red Twig Dogwood	2 gal.	10
CM	Cowana mexicana	Mexican Clifrose	5 gal.	10
FL	Forsythia x intermedia 'Lynwood Gold'	Lynwood Gold Forsythia	5 gal.	31
POL	Physocarpus opulifolius 'Donta May' TM	Little Devil Ninebark	5 gal.	66
POD	Physocarpus opulifolius 'Nanus'	Dwarf Ninebark	5 gal.	24
PMM	Pinus mugo 'Slowmound'	Dwarf Mountain Pine	5 gal.	52
PH	Pinus sylvestris 'Hillside Creeper'	Hillside Creeper Scotch Pine	5 gal.	13
PLC	Prunus laurocerasus 'Chestnut Hill'	Chestnut Hill English Laurel	5 gal.	27

RAG	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal.	71
RT	Rhus typhina	Staghorn Sumac	5 gal.	3
RB	Rhus typhina 'Baltiger'	Tiger Eyes® Staghorn Sumac	5 gal.	25
RAA	Ribes alpinum	Alpine Currant	5 gal.	28
SJD	Sorbaria sorbifolia 'Sem'	Ash Leaf False Spirea	5 gal.	44
ST	Spiraea betulifolia 'Tor'	White Frost™ Birchleaf Spirea	5 gal.	36
TMC	Taxus x media 'Chadwicki'	Chadwick's Anglo-Japanese Yew	5 gal.	6
TE	Taxus x media 'Everlow'	Everlow Anglo-Japanese Yew	5 gal.	33
VB	Viburnum trilobum 'Bailey Compact'	Bailey's Compact Cranberrybush	5 gal.	58

ORNAMENTAL GRASSES

CAK	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 gal.	127
CA	Calamagrostis x acutiflora 'Avalanche'	Avalanche Feather Reed Grass	1 gal.	74
HSS	Helictotrichon sempervirens 'Sapphire'	Sapphire Blue Oat Grass	1 gal.	45
PVS	Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	1 gal.	127
FAH	Fernsetum alopecuroides 'Hamel'	Hamel Fountain Grass	1 gal.	147

PERENNIALS

GLW	Gaura lindheimeri 'Whirling Butterflies'	Whirling Butterflies Gaura	1 gal.	138
HSO	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	1 gal.	72
NPC	Nepeeta x 'Psfike' TM	Little Trudy Catmint	1 gal.	94
PAL	Perovskia atriplicifolia 'Little Spire'	Little Spire Russian Sage	1 gal.	74

SYMBOL CODE BOTANICAL NAME COMMON NAME SIZE QTY

NG	NATIVE GRASS SEED MIX		seed	11,445 sf
PP	Poa pratensis	Kentucky Bluegrass	sod	3,600 sf

REFERENCE NOTES SCHEDULE

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①	DECORATIVE GRAVEL, SIZE: 1"-2" COLOR TBD	67,909 sf
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GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.



REVISION BLOCK

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

LANDSCAPE PLAN

Scale: 1"=20'
Date: 11/04/2024
Sheet: L1.1

HOBBS CREEK VILLAS AMENITIES



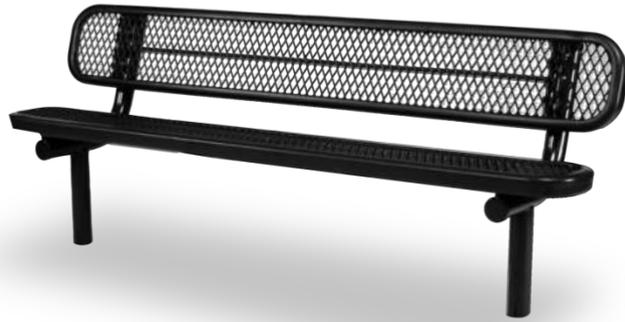
(2) Pickleball courts positioned side by side with 6' fence Northeast Parcel C



Shuffleboard Southeast Parcel C



Pavillion located on hilltop Parcel B with 4 picnic tables



Site in-ground fixed bench



Site trash receptacle (HOA maintained)

