



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

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.

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

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

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 your group.

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

Thank you.

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

PUBLIC NOTICE is hereby given that the City Council of Layton, Utah, will hold a public meeting in the Council Chambers of the City Center Building, 437 North Wasatch Drive, Layton, Utah, commencing at **7:00 PM on February 19, 2026**.

AGENDA ITEMS:

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

- A. Minutes of Layton City Council Meeting - November 20, 2025
- B. Minutes of Layton City Council Meeting - December 4, 2025
- C. Minutes of Layton City Council Strategic Planning Work Meeting - December 11, 2025

2. MUNICIPAL EVENT ANNOUNCEMENTS:

3. VERBAL PETITIONS AND PRESENTATIONS:

4. CITIZEN COMMENTS:

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

- A. Annexation Request – Motta at Three Farms Annexation – Acceptance of the Petition – Resolution 26-10 – Approximately 2900 West Gentile Street
- B. Bid Award – Merrill Sheriff Construction, Inc. for West Davis Corridor Landscape Projects, Project 25-01 – Resolution 26-07 – West Weaver Lane, 2200 West, 2700 West, and 3200 West
- C. Pressurized Irrigation System Transfer Agreement between Layton City and Davis and Weber Counties Canal Company for the Transfer of the Pressurized System from Weber and Davis Counties Canal Company to Layton City – Resolution 26-09 – Various Locations Throughout the City
- D. Approving an Agreement, Amending the Existing Right-of-Way and Easement Agreements between Layton City and Questar Gas Company, dba Enbridge Gas, Utah – Resolution 26-12 – Along the West Side of the Bamberger Trail, Paralleling I-15, from Approximately West Gentile Street to 400 West
- E. Approve the Land Sale and Exchange Agreement between Layton City and the Stanford J. Layton Family Trust, Dated October 1, 2007 – Resolution 26-13 – Approximately 3200 West and West Hill Field Road

6. PUBLIC HEARINGS:

7. UNFINISHED BUSINESS:

ADJOURN:

Notice is hereby given that:

- A Work Meeting will be held at 5:30 PM to discuss miscellaneous matters.
- This meeting will also be live streamed via laytoncitylive.com and facebook.com/Laytoncity
- In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.
- This meeting may involve the use of electronic communications for some of the members of this public body. 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.

D R A F T

**MINUTES OF LAYTON CITY
COUNCIL MEETING**

NOVEMBER 20, 2025; 7:00 P.M.

MAYOR AND COUNCILMEMBERS

PRESENT:

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

EXCUSED:

TYSON ROBERTS

STAFF PRESENT:

ALEX JENSEN, CLINT DRAKE, WESTON APPLONIE, BRAD MCILRATH, STEPHEN JACKSON, DAVID PRICE, KIMBERLY ZYGMANT, AND KIM READ

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

Mayor Petro opened the meeting and welcomed the public. Councilmember Thomas offered the invocation and led the Pledge of Allegiance.

MINUTES:

MOTION: Councilmember Smith Edmondson moved and Councilmember Morris seconded to approve the minutes of:

Layton City Council Work Meeting – October 2, 2025.

The vote was unanimous to approve the minutes as written. **Councilmember Roberts was not present for the vote.**

MUNICIPAL EVENT ANNOUNCEMENTS:

Mayor Petro announced the following Parks and Recreation events:

- Turkey Bowl was scheduled for Saturday, November 22, 2025, at Davis Lanes
- Holiday Lighting Ceremony for the ‘Lights Before Christmas’ would take place at the new pavilion in Commons Park at 6:00 PM on Monday, November 24, 2025. She mentioned Crestview Elementary School and the Layton Community Band would be participating. She mentioned two different lighting ceremonies would take place: one for the Nativity and the other for the park lights.
- Layton Heritage Museum currently had a Nutcracker display which would be available until Tuesday,

D R A F T

December 23, 2025.

- Layton Heritage Museum had been selected as the first recipient within the State of Utah for the traveling display: ‘The Pen is Mightier’, the writing of the Declaration of Independence, in conjunction with the America250 Celebration. She indicated this would be a small portion from the actual display in Salt Lake City.

Mayor Petro encouraged residents to visit Commons Park to view the light display and announced hot chocolate and churros would once again be sold this year by the Layton Rotary, as well as the opportunity to ride the electric train Tuesday through Saturday evenings. Layton City would also be providing free family hayrides from 6:00-8:00 PM on Wednesday, December 3, 2025. The designated staging location for both the hayrides and train would be the east parking lot across from the Seminary building.

PRESENTATIONS:

There were no presentations.

CITIZEN COMMENTS:

John Atkin, West Point, announced his candidacy for Davis County Sheriff and introduced himself to the Council. He informed the Council of his professional background and experience and stated he loved living in Davis County. He shared his values, views, and election platform.

Megan Smock, Syracuse resident, indicated she was a pet sitter and dog walker and stated she was excited at the City’s decision for a proposed dog park. She believed there were too many dog owners without yards for their dogs to run and play and a dog park would provide that option.

Tammy Ellis, Layton, expressed her opinion it was strange Layton City didn’t have a dog park within its boundaries and was glad to hear of plans for a proposed dog park.

CONSENT AGENDA:

REENACTING A RECREATION, ARTS, MUSEUM, AND PARKS (RAMP) SALES TAX ON ONE-TENTH OF ONE PERCENT ON TAXABLE SALES WITHIN LAYTON CITY – ORDINANCE 25-25 – BEGINNING APRIL 1, 2026

D R A F T

David Price, Parks and Recreation Director, announced the agenda item and explained if adopted, by the Council, the Ordinance would enact a Recreation, Arts, Museum, and Parks (RAMP) Sales Tax beginning April 1, 2026.

He reminded the Council, Layton City voters approved a local Sales and Use Tax to support RAMP initiatives in 2015. For the last 10 years the RAMP Tax had provided support for Recreation, Arts, Museums, and Parks within the City.

During the recent Municipal General Election, held on Tuesday, November 4, 2025, Layton City voters authorized to impose a RAMP Tax by an overwhelming margin of 75%. This Ordinance would enact the RAMP Tax and send notice to the Utah State Tax Commission informing them of the vote of the people and the passage of the Ordinance enacting the RAMP Tax.

Additionally, the ordinance would impose a sales tax of one-tenth of one percent (0.01%) sales tax on all appropriate taxable sales beginning April 1, 2026, and continuing for 10 years, with the potential to be renewed by the voters of the City in 2035.

Staff recommended the Council adopt Ordinance 25-25. Mr. Price recognized a few individuals which had contributed to the RAMP Tax effort: Mayor Joy Petro, Kimberly Zygmant, Parks and Recreation Assistant Director, and JoEllen Grandy, Parks Planner; and involved residents which created a Political Information Committee (PIC) to advocate for the success of the RAMP Tax ballot initiative and identified the various individuals: Daniella Harding, Bruce Finch, Brandon Stauffer, and Jake Boyle, as well as all other members of the PIC.

Ms. Harding expressed appreciation to the members of the RAMP PIC, Steering Committee, City Staff, the RAMP Commission for their efforts in renewing the RAMP Tax. She also expressed appreciation for the efforts of Mayor Petro, Bruce Finch, Brandon Stauffer, Jake Boyle, Staff in the Parks and Recreation Department, and members of the Committee. She also expressed appreciation to the voters of Layton City for continuing RAMP for another 10 years.

Mr. Finch spoke to the support of the voters for approving RAMP, over 75% of voters approved the RAMP Tax and he expressed his opinion it was the result of the Council's stewardship of RAMP Funds over the previous 10 years.

Councilmember Bloxham also spoke to the 75% approval for the RAMP Tax and agreed with Mr. Finch's

D R A F T

comments regarding the Council's valued stewardship with appropriating the RAMP Grant funding. He expressed appreciation to the PIC.

Councilmember Thomas shared a brief history associated with the RAMP Tax ballot proposition which was initially not approved by the voters of Davis County and believed it ultimately benefitted Layton City. He mentioned the various projects which had been accomplished due to the funding which were phenomenal and beneficial to the community. He announced the public was invited to participate in a 'listening session' on Monday, December 15, 2025, regarding the RAMP Grant application and process.

Councilmember Smith Edmondson expressed appreciation to the members of the PIC which contributed to educating residents in understanding the benefits of the RAMP Tax.

Councilmember Morris also expressed appreciation and congratulations to members of the PIC regarding its efforts to ensure the RAMP Tax was reapproved by voters. He believed City Government existed for two reasons: the first to deliver essential services, and the second would be to create a place or hometown. He mentioned the RAMP Tax was initially approved in 2015 by 65% and was now approved by 75%. He expressed appreciation to members of the RAMP Committee for their volunteer efforts in determining how RAMP Tax funding had been appropriated. He also mentioned the 'listening session' planned for December 15, 2025, would take place in the Council Chambers and invited the public. He also announced there were vacancies on the RAMP Commission and encouraged participation for those interested in volunteering for this effort.

Mayor Petro stated she agreed with all expressed comments. She recalled her experience of serving on the RAMP PIC back in 2015 and acknowledged the team effort of all participants which continued to stay involved during the entire election.

MOTION: Councilmember Morris moved to approve the Consent Agenda, Ordinance 25-25 as presented. Councilmember Smith Edmondson seconded the motion, which passed unanimously. **Councilmember Roberts was not present for the vote.**

Mayor Petro clarified any decisions and/or suggestions which might come about following the 'listening session' could not be implemented until 2026. She emphasized all RAMP Tax grant applications submitted in 2025 would continue to follow the current guidelines.

PUBLIC HEARINGS:

D R A F T

ADOPTION OF THE SEWER IMPACT FEE FACILITIES PLAN AND SEWER IMPACT FEE ANALYSIS – RESOLUTION 25-52

Stephen Jackson, Public Works Director, introduced the agenda item and explained the purpose in creating the Sewer Impact Fee Facilities Plan and the Sewer Impact Fee Analysis. He further clarified the City's Wastewater Master Plan (WWMP), updated in June 2024 by Bowen Collins & Associates, identified improvements to resolve existing and future deficiencies based on the current General Plan and also areas where future growth would need to be addressed. It also recommended the evaluation of potential Sewer Impact Fees to assist with funding improvements related to growth.

He shared a visual presentation and reviewed specifics associated with the City's current conditions of the existing sewer system. He reviewed the process used by Bowen Collins to identify future growth to determine the proposed system improvements. He also identified the costs associated with the improvements and the calculations used to determine the needed Impact Fees for the improvements.

Mr. Jackson announced four projects had been identified for a total cost of \$5.74 million with \$1.8 million of those were impact fee eligible. He continued to review the funding appropriation and/or funding sources which included existing users. He reviewed the locations of the four identified projects. He reminded the Council, North Davis Sewer District (NDSD) also imposed its own Impact Fees and reviewed those various fees.

He announced the third component associated with the Plan was the Impact Fee Analysis, prepared by Zions Public Finance, and reviewed its purpose of calculating the appropriate fee to ensure new development paid proportionately for growth related sewer impacts. He identified other specifics associated with the proposed impact fees.

He presented the proposed impact fee schedule which would total \$2.39 million over 10 years and reviewed those with the Council.

Staff recommended approval and asked if there were any questions from the Council

Councilmember Morris appreciated growth was paying for its impact to the City and expressed gratitude for the foresight of looking forward and planning for the future

Councilmember Bloxham requested clarification whether these fees would be identified in the City's

D R A F T

Consolidated Fee Schedule and Mr. Jackson responded in the affirmative. He continued to explain these figures were the maximum allowed fees and stated another study would be required if the City desired to assess more than this amount.

Councilmember Smith Edmondson requested Mr. Jackson explain who would be required to pay the Impact Fees. Mr. Jackson clarified Impact Fees could only be assessed for growth-related projects and the completed analysis identified the impact of new development; therefore, fees would be assessed with any building permit for a new townhome, single-family home, etc. He pointed out those fees would need to be used for the identified four projects.

Mayor Petro opened the public hearing at 7:46 p.m.

Mayor Petro called for public comment.

Irene Hill, resident, requested clarification of the four specific project areas. Mr. Jackson identified the following areas:

- Gordon Avenue in the western portion of the City near Hill Field Road
- East Gentile Street near Highway 89
- Two separate projects: Sugar Street south of Kroger and Sugar Street north of Kroger between Hill Field Road and Gentile Street

He clarified all new development across the City would be assessed the Impact Fees to assist with funding of these four growth-related projects.

Mr. Jackson recommended the Council adopt Resolution 25-52 with an implementation date of February 23, 2026, in order to be compliant with the 90-day requirement.

MOTION: Councilmember Bloxham moved to close the public hearing at 7:49 and adopt the Sewer Impact Fee Facilities Plan and Sewer Impact Fee Analysis as presented, Resolution 25-52, with an implementation date of February 23, 2026. Councilmember Thomas seconded the motion. The motion passed with the following vote: **Voting AYE – Councilmembers Thomas, Smith Edmondson, Morris, and Bloxham. Voting NO – None.** Councilmember Roberts was not present for the vote.

GENERAL PLAN ADDENDUM – WATER USE AND PRESERVATION ELEMENT – ORDINANCE 25-24

D R A F T

Brad McIlrath, City Planner, reminded the Council the inclusion of a Water Use and Preservation Element was a new requirement of Utah State Code, as a result of legislation, SB110, from the 2022 Legislative Session, which required each City adopt a Water Use and Preservation Element as part of its General Plan by December 31, 2025. He mentioned the City's objectives would need to be coordinated with the Department of Natural Resources, the City's Public Works Department, and Weber Basin Water Conservancy District.

He reviewed the objectives which statute required to be included in the Plan:

- Impacts of existing development on the City's water infrastructure and water demand
- Impacts of future development on the City's water resources and identifying methods for water efficiency
- Identify opportunities for the City to modify its operations to reduce and eliminate wasteful water practices
- Consider the impact of the City's water use on the Great Salt Lake

He reviewed some of the language which was required to be included within the Water Element and specifically mentioned the 'elimination or regulation of ponds, pools, and other features which promote unnecessary water evaporation.

He informed the Council of an overview of the Water Element:

- Existing City conservation efforts
- Community and water profile
- Water use considerations
- Water quality considerations – related to storm water
- City operations
- Considerations for the Great Salt Lake

He reviewed water use considerations included within the Plan:

- Diversity of housing options for new development
- Water intensive amenities in new residential development
- Turf grass restrictions and water-wise landscaping for all single-family development
- Water-wise landscaping for existing development
- Pool cover requirements
- Size of pools on single-family residential lots

D R A F T

- Regulations for water-intensive land uses such as data centers

He continued to review water quality considerations:

- Parking lot pollution abatement
- Water quality in riparian corridors

He identified various City operations which contributed to efficient operations.

He asked if there were any questions.

Councilmember Thomas requested clarification if turf would only be allowed on parcels larger than eight feet wide and Mr. McIlrath responded in the affirmative. He continued to explain that turf grass in areas less than eight feet wide were inefficient, similar to a four-foot park strip. He clarified the term ‘turf’ was the official term for ‘grass’. A discussion took place regarding the amount of allowed artificial turf and Mr. McIlrath reminded the Council the City’s water efficient landscaping ordinance required plantings.

Mayor Petro opened the public hearing at 8:00 p.m.

Mayor Petro called for public comment.

Mike Kolendrianos, Layton, inquired how the City would address water quality for storm water, specifically the storm water diverted to Kays Creek. Mr. McIlrath responded additional setbacks could be implemented adjacent to the riparian corridors to encourage greater buffers. When these exist near parking lots, bioswales could be implemented.

MOTION: Councilmember Smith Edmondson moved to close the public hearing at 8:03 and approve the General Plan Addendum – Water Use and Preservation Element as presented, Ordinance 25-24. Councilmember Morris seconded the motion. The motion passed with the following vote: **Voting AYE – Councilmember Bloxham** – with the understanding that aspects of the Water Element were recommendations which may require further study and not adoption of new policy until further analysis of the recommendations are provided.

Councilmember Morris – expressed agreement and **Voted AYE.**

Voting AYE - Councilmembers Smith Edmondson, and Thomas. Voting NO – None. Councilmember Roberts was not present for the vote.

D R A F T

UNFINISHED BUSINESS:

There was no unfinished business.

Mayor Petro wished residents a Happy Thanksgiving and reminded the public about the Holiday Lighting Ceremony.

The meeting adjourned at 8:06 p.m.

Kimberly S Read, City Recorder

D R A F T

MINUTES OF LAYTON CITY COUNCIL MEETING

DECEMBER 4, 2025; 7:03 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, WESTON APPLONIE, BRAD MCILRATH, AND KIM READ

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

Mayor Petro opened the meeting and welcomed the public. Councilmember Roberts offered the invocation and led the Pledge of Allegiance.

MINUTES:

MOTION: Councilmember Morris moved and Councilmember Roberts seconded to approve the minutes of:

**Layton City Council Work Meeting – September 18, 2025; and
Layton City Council Meeting – October 2, 2025.**

The vote was unanimous to approve the minutes as written.

MUNICIPAL EVENT ANNOUNCEMENTS:

Councilmember Roberts announced the following events:

- ‘Lights Before Christmas’ light display was available from 5:00-11:00 PM nightly in Constitution Circle. The Rotary Club would be selling hot chocolate.
- Layton Heritage Museum would be hosting a special visitor from the North Pole beginning Wednesday, December 9 through Thursday, December 11, 2025, 6:30-8:30 PM. This would be a free opportunity for the family to meet Santa.
- The Recreation Department would be holding a jigsaw puzzle tournament on Saturday, January 10, 2026. Pre-registration was required and there would be three different skill level categories. He directed interested participants to the Parks and Recreation open-registration tab.

D R A F T

Mayor Petro recognized the Parks and Recreation Staff for the light display. She directed the public to the Parks and Recreation Department's activities and specifically mentioned Davis Arts Council's Active Pages. She mentioned the train would not be available on evenings when 'Active Pages' would be presented. She also mentioned the fabulous Nutcracker display currently available at the Heritage Museum and encouraged visitation.

PRESENTATIONS:

LAYTON CITY YOUTH COUNCIL SWEARING IN

Sirena Heninger, Youth Council Advisor, introduced the new members of the Youth City Council and shared its mission and goals. She also identified the number of volunteer projects and hours benefiting Layton City by the Youth Council participants. She mentioned the leadership of the participants allowed members to meet the Mayor and Council.

Kimberly Read, City Recorder, administered the Oath of Office to the Layton City Youth Council.

Mayor Petro recognized the following individuals in the audience: Jimmy Layton, former Mayor of Layton City, Colonel Dan Cornelius, Commander - Hill Air Force Base (HAFB), and Councilmember-Elect Mike Kolendrianos.

The Youth Council was excused at 7:15 PM.

CITIZEN COMMENTS:

Dale Rowell, resident, expressed support for the proposed dog park in Layton City. He shared his personal experience with walking his dogs and identified the benefits he enjoyed from taking his dogs to the Syracuse City dog park and believed it would be beneficial to Layton City.

Nathan Rodriguez, resident, also expressed support for the proposed dog park in Layton City and was surprised to learn there wasn't a dog park facility in Layton when he moved here. He believed this would be a great resource for both dogs and dog owners which would enhance connection and a sense of community within the City.

D R A F T

CONSENT AGENDA:

There were no items on the Consent Agenda.

PUBLIC HEARING:

ANNEXATION AND REZONE REQUEST WITH DEVELOPMENT AGREEMENT – STEVENSON FIELDS SUBDIVISION – R-S (RESIDENTIAL SUBURBAN) AND UNINCORPORATED AREA TO R-1-10 PRUD (SINGLE-FAMILY, PLANNED RESIDENTIAL UNIT DEVELOPMENT) – ORDINANCE 25-11 AND ORDINANCE 25-12 – APPROXIMATELY 2073 WEST GENTILE STREET

Weston Applonie, Community and Economic Development Director, informed the Council the motion would need to include language approving Resolution 25-53 associated with the approval of the Development Agreement.

He announced and introduced the agenda item and shared a visual illustration which identified the unincorporated area proposed for annexation. The total area proposed for the rezone consisted of 75.66 acres, 58.297 acres of which would be included in the annexation. He also identified the property owned by the City, currently used as a detention basin, would be included with the annexation; however, would not be included with the development.

The Stevenson Fields Subdivision Concept included 335 residential units consisting of the following: 92 single-family front-loaded lots, 170 single-family rear-loaded lots, and 73 townhomes. The Neighborhood-Ag Heritage overlay, a designation identified in the City's General Plan, allowed for a base density of 3.5 units, with a maximum density of 4.9. The subdivision proposed a density of 4.89 units per acre, as permitted through the use of the PRUD overlay, due to the open space and design amenities, and additional recreational facilities for the development. He addressed the open space and number of allowed townhomes for the R-1-10 PRUD and mentioned the proposed rezone would be tied to a Development Agreement.

He shared an illustration of the Conceptual Site Plan and identified the locations of the various types of housing units, as well as the open space amenities, including a regional trail. He also shared a neighborhood concept which reflect roadway connections. He reviewed the landscape and amenities plan which included 22.6%, approximately 68.42 acres of open space, and pointed out the following:

- 5 developed parks

D R A F T

- 2 developed parks or dog parks
- 2 picnic areas
- Outdoor recreational area
- Interconnected trail system
- Utah Power and Light Corridor Trail

He mentioned the development would also be tied to a pattern book, based on City Code, intended to determine the design standards and additional requirements for building within the development. In an effort to illustrate how the pattern book would be applied he referenced a page specific to a single-family detached narrow lot which identified the various construction requirements. He also reviewed the architectural styles of the various housing types and shared a brief overview of the pattern book. He explained the process Staff would follow upon receiving a building permit application to each permitted home. He added a parking analysis had been completed and identified the locations of guest parking areas. Additionally, all units would have two-car garages and a driveway and emphasized the proposed development exceeded the number of required parking spaces.

Mr. Applonie continued to explain the intent of the Development Agreement would be to further City ordinances and regulations established by Design Standards and the Development Plan for the neighborhood and outlined any modifications for compliance with City Code. He stated the proposed street networks had been designed in accordance with Public Works Standards to address traffic circulation and access to and from adjacent neighborhoods. He pointed out two residential collector streets were located throughout the development and would be accessed from both Gentile Street and 2200 West, with connectors to adjacent neighborhoods. He added the subdivision included additional residential streets designed to meet City Standards to provide additional connections to Gentile Street and 2200 West.

He reported the Planning Commission reviewed the rezone request and Development Agreement during its meeting on Tuesday, November 25, 2025, and recommended approval to the City Council. Staff supported the recommendation.

He asked if there were any questions.

Councilmember Roberts requested clarification about the private and public streets within the development. Mr. Applonie mentioned the main street network would be public streets; the interior and alleys would be private. He mentioned the majority of the streets would be 58 feet and pointed out 2200 West would be widened by 12 feet of asphalt, in addition to curb, gutter, and sidewalk. Councilmember Roberts inquired whether an

D R A F T

average, estimated trips per day, per unit, had been identified. Mr. Applonie responded with the following:

- 9.43 trips per day for a single-family home
- 7.2 trips per day for a townhome

He continued to explain a Traffic Impact Study tied to the development would be reviewed with the Preliminary Subdivision approval process and stated the City's Engineering Department had already reviewed the proposed development and reported the proposed roads not only would meet capacity; they exceeded capacity.

Mayor Petro inquired whether bike lanes had been considered for the road labeled Collector A and 2200 West. Mr. Applonie responded the City's Active Transportation Plan would determine that need.

Councilmember Morris expressed appreciation to Staff for providing draft minutes from the Planning Commission meeting. He requested Mr. Applonie address the utility infrastructure capacity which would certainly be impacted by the proposed development. Mr. Applonie responded the current infrastructure was not at capacity and stated the City had planned for the property(ies) to be developed. The developer might be required to upsize some of the infrastructure associated with development; however, there would be no issues with utility connections.

Councilmember Bloxham requested Mr. Applonie address the road connection at Sugar Pine Way in relation to utility connections. Mr. Applonie pointed out road connections didn't only provide traffic connections, but also utility infrastructure connections, in addition to Emergency Service vehicle access. He explained that specific connections would be critical for all of those.

Mayor Petro inquired whether a payback agreement would be applicable to this subdivision and Mr. Applonie responded that was currently being explored and couldn't speak to those specific details.

Councilmember Smith Edmondson inquired how the difference in width would be accommodated with the connection of the road labeled Collector A and Alberta Spruce. Mr. Applonie responded 58 feet was still a sufficient right-of-way and explained the 62 feet right-of-way accounted for the large size of the subdivision. Councilmember Smith Edmondson requested Mr. Applonie spoke to the design of the road. Mr. Applonie mentioned the curve would encourage the slowing of traffic, pointing out the Traffic Impact Study would review these specific intersections and would identify the need for road signage. Councilmember Smith Edmondson inquired about the need for a roundabout and Mr. Applonie expressed his opinion that wouldn't be warranted and didn't believe it would be a recommended by the City. A discussion followed regarding

D R A F T

various traffic calming efforts and Mr. Applonie emphasized the Traffic Impact Study would determine the placement of Yield and Stop signs.

Councilmember Bloxham inquired about the width of the road and whether it contributed or encouraged vehicles to travel at a higher speed. Mr. Applonie responded a wider road might increase speed of vehicular traffic but facilitated on-street parking. He expressed concern whether the on-street parking was needed since the development had adequate parking. Mr. Applonie added the City's Engineering Department had analyzed the traffic flow, which concluded any cut-through would be limited. Councilmember Bloxham inquired about the timeframe for the proposed traffic signal at 2200 West/Layton Parkway and Mr. Applonie wasn't aware whether that had yet been determined; however, the City Traffic Engineers were actively monitoring that need.

Councilmember Thomas requested clarification about the amount of required open space and Mr. Applonie responded the open space requirement was 20% and the proposed development included 22.6%. Mayor Petro pointed out the City's detention basin wasn't included toward any open space requirement. Mr. Applonie further clarified the development would include a trail through the detention basin property, which hadn't been included toward the density bonus or required open space.

Councilmember Smith Edmondson requested Staff identify the total percentage of open space, including the City's portion, proposed for the development. Mr. Applonie indicated Staff would calculate and provide this information to the Council.

Councilmember Roberts verified current speed limits for established surrounding roadways and clarified the proposed speed limit for the road labeled Collector A would be 25. Mr. Applonie responded in the affirmative.

Councilmember Bloxham requested Mr. Applonie speak to the difference between the adjacent Fieldstone Development PRUD and the proposed development. He also inquired how this proposed development would be different without the PRUD component. Mr. Applonie referenced the City's General Plan and explained the development, minus the PRUD component, would be a standard R-1-10 subdivision with lots ranging from 10,000-15,000 square feet. He continued to compare the two PRUD developments and pointed out the following specific to the Fieldstone development:

- Open space requirement of approximately 30%
- Some side yards, rear yards, and large spans of vacant property of a unique size which couldn't truly be utilized were allowed to count toward the open space amenity
- Amenities had not been required
- No townhomes

D R A F T

Brad McIlrath, City Planner, responded to Councilmember Smith Edmondson's question about the open space. He announced 30% of the entire 75.66 acres would be considered open space, with the inclusion of the City's detention basin property, equivalent to 22.72 acres.

Mayor Petro opened the public hearing at 7:49 p.m.

Mayor Petro called for public comment.

Travis and Marcie Baker, Layton, informed the Council he had drafted and forwarded a petition, which had been presented to the Planning Commission and forwarded to the City Council, objecting to the proposed annexation and subdivision. He expressed appreciation to the elected body for their service to the residents of Layton City and for the opportunity to participate in the public hearing. He emphasized he wasn't anti-development, that growth would occur, and that the property owners had the right to sell and develop their respective properties. He expressed concern about the safety and public health in his neighborhood, specifically the increase in traffic and road capacity. He suggested a traffic study might reflect a road could accommodate an increase in capacity; however, that didn't mean it wouldn't be too busy for children to play on or around. He requested the proposed development not be connected to the existing Evergreen Farms subdivision and expressed his opinion current utilities and emergency access was sufficient. He believed as the smaller piece to the south was connected it would contribute to additional access and utility loops. Ms. Baker shared a personal experience regarding her daughter's bicycle accident and suggested the increased traffic to the subdivision would contribute to similar incidents.

Lorin Jeppsen, Layton, identified the location of his home and inquired whether the widening of 2200 West would affect residents currently living along 2200 West. He stated he agreed with Mr. Baker's comments and suggested just because something could be done didn't mean it should and shared some personal examples to illustrate his point. He continued to express concern about the additional traffic the new subdivision would certainly bring.

Ben Tate, Layton, informed the Council he had sent an email to the elected body. He spoke to Destination Home styles and didn't believe the three-story home styles were compatible to this particular area. He also suggested the City request the developer to develop the City's open space for soccer fields in conjunction with development of the subdivision. He suggested an addendum be provided which could provide context from the Council's previous discussion pertaining to the development. He also suggested the City plan for future east/west traffic associated with potential development to the east.

D R A F T

Winston Gillis, Layton, expressed concern with the connection of road labeled Collector A to Alberta Spruce and suggested the implementation of speed bumps to discourage speeding.

Tom Toronto, Layton, shared his experience with working in Engineering firms involved with annexations and developments. He suggested this plan could be reconsidered and believed there was an opportunity to decrease the density for the proposed development. He expressed his opinion the targeted densities seemed quite intense compared to what already existed in the area.

Richard Romney, Layton, informed the Council he had also submitted a statement to the elected body and expressed appreciation for Mayor Petro's response. He stated he didn't understand the definition of 'Agriculture Heritage' development and didn't believe the proposed development did anything to preserve agricultural heritage. He specifically expressed concern regarding the bird habitat. He referenced an illustration of the conceptual site plan and identified the location of a grove of trees which provided habitat for hawks and other native bird species, proposed to be demolished. He also pointed out the grove of old pine trees at another location adjacent to the proposed development which would also be demolished and suggested reconsideration for removal of the trees. He continued to express concern the proposed development didn't reflect any single-level homes and also suggested that be reconsidered. He also expressed concern about the amount of traffic on Gentile and along 2200 West. He expressed concern about the zoning density which he didn't believe would be compatible with adjacent neighborhoods. He also expressed concern about the amount of water needed for the development and reminded the Council of recent water conservation efforts. He expressed concern about the proposed trail system within the development and whether they connected to the City's existing trail system. He informed the Council he chose to live in a country-living atmosphere and suggested the development would contribute to a suburban community and expressed concern for the safety of the children in the general area. He suggested further exploration was needed about the amenities and whether they would be restricted to only those living within the development, excluding those in adjacent developments.

Mr. Applonie announced his intent to respond to residents' questions:

- The proposed development would most certainly increase traffic in the area.
- The majority of the homes were rear-loaded which limited interactions between pedestrians and vehicles. This would also contribute to more open space for children and families to engage and interact.
- He explained how the widening of 2200 West would impact existing homes on that roadway and explained the various options and considerations for it to come to fruition.
- The majority of the proposed homes within the development would be two-story and would have to

D R A F T

defer to the developer on specific heights.

- He explained the Ag Heritage Zone was intended to preserve agricultural options and shared some examples. It should preserve the agricultural ground in an open-space format. The City recognized, during the General Plan process, that farmers in West Layton would sell their open farmland for development, and the City desired to preserve open space. The Agriculture Heritage Zone allowed for the open space component.
- He pointed out the traffic along Gentile Street in this area had been reduced by 30% since the opening of the West Davis Corridor and suggested the roadways of Layton Parkway, West Davis Corridor, Gentile Street, and 2200 West worked together to keep traffic off local, residential roadways.
- He explained how trail systems established within developments were advantageous to the City and indicated these trails would be included in the City's Trails Master Plan and this would be the first step in establishing this regional trail along the power corridor. He added the PRUD was a tool, available to the City for creating these trail systems, removing that burden from the City. He concluded Staff identified these opportunities in conjunction with development.
- Staff appreciated the public's concern regarding disturbance of the natural habitat in the area; however, unfortunately, this was a natural occurrence associated with development and pointed out previous developments had also resulted in disturbance of wildlife. He suggested the proposed development was intended to also facilitate a future natural environment.
- Layton City currently had ordinances in place regarding water associated with new development. Some of these required water-wise landscaping in addition to securing the appropriate water rights to support the development. He pointed out that shouldn't be confused with whether the weather produced enough runoff to supply water for consumption. He clarified the development would need to comply with the water-wise landscaping ordinance.
- The zoning request would be for the R-1-10, standard single-family residential zone with 10,000 square foot lots and clarified the PRUD component was an overlay to that which allowed the developer to cluster or assemble the homes in smaller formats, and then re-distributing the land into open space. This often allowed the builder to increase the design quality of the homes, adding open space and amenities, resulting with increased density, equaling the 4.89 units per acre.
- He clarified the City's property was currently functioning as a regional detention basin and was needed to function in this manner in the future.
- The widening of 2200 West included a future bike lane, as well as the regional trail which also accommodated bicycles.

Councilmember Roberts inquired whether the proposed road width of 2200 West, after the widening project, would be similar to the current width near the two recently completed homes on the west side of 2200 West

D R A F T

south of the proposed development and Mr. Applonie responded in the affirmative. Mr. McIlrath responded the east side of 2200 West would align with the current curb, gutter, and sidewalk and mentioned the west side might be designated as a future City project for completion. Councilmember Roberts asked about a possible bottleneck at that location when traveling south and Mr. McIlrath mentioned the proposed development wouldn't change 2200 West going south; however, the northbound traffic lane would be aligned.

Mayor Petro requested the developer provide a response specific to implementation of a dog park and where it could best be accommodated within the development.

Brandon Ames, resident, Larry H. Miller Development/Destination Homes, mentioned two specific locations had been identified for a possible dog park. Shaun Athey, Larry H. Miller Real Estate/Destination Homes, referenced the conceptual site plan and identified the intended area for a designated dog park and identified two other potential locations for additional dog parks.

Mr. Ames complimented City Staff during the long process and also expressed appreciation to the public for their interest and expressed public comments regarding the development. He indicated the Miller Family understood that change was a difficult challenge. He announced Miller Development/Destination Homes was currently working on projects throughout the State and emphasized the challenge associated with housing demand that was currently 35,000 units short. They learned, from experience, the importance of offering multiple housing types for these large developments and subdivisions which provided housing for multiple life cycles.

Mayor Petro asked the developer about the possible implementation of community garden areas within the development to promote the Ag Heritage overlay. Mr. Ames responded there was sufficient space for that use and could be accommodated if the community was responsive to that amenity.

Councilmember Smith Edmondson requested clarification regarding the possibility of three-story structures within the development and Mr. Ames didn't believe there were any proposed. She also asked whether the green space would be public or private and Mr. Ames responded the open space would be considered private to the development, with the exception of the trail system. Councilmember Smith Edmondson inquired who would be responsible for ensuring users of the dog park were residents. Mr. Ames stated it would be the HOA's (Homeowner's Association) responsibility to enforce that use and clarified all open spaces within the development would be owned and maintained by the HOA.

Councilmember Smith Edmondson clarified how those residents living in adjacent developments would be

D R A F T

prohibited from accessing the dog park and/or open spaces. Mr. Ames responded those would be posted as ‘private property’; although the areas wouldn’t be fenced.

Mr. Baker pointed out the amount of effort and planning to make the new residents of the proposed community have amenities; however, the current residents in the adjacent communities wouldn’t have access to any of these positives, yet would experience the negatives associated with the development, such as no access to the green spaces or the additional traffic.

Mr. Toronto asked about the percentage of housing within the development that investors would be allowed to purchase. Mr. Ames responded there would be no deed restrictions associated with the development. Mayor Petro requested clarification whether the housing products would be owner-occupied and Mr. Ames responded in the affirmative. Clint Drake, City Attorney, clarified there was a legal difference between privately-owned and owner-occupied.

Claude Young, resident, asked whether a percentage of the housing would be designated as ‘affordable housing’ and if so, what was the price range that would be considered ‘affordable’.

Mr. Tate pointed out the packet referenced two or three-story housing and suggested the City implement language not allowing three-story housing. Mr. Applonie responded that had been called out because the City’s code allowed for that. If the Council would like it noted that only two-story housing would be allowed it could be included in the Development Agreement and the developer would need to be amendable to that change.

Mayor Petro requested Mr. Ames speak to the price point of the housing. Mr. Ames emphasized it was their intent to follow the City’s code for the zoning associated with the housing and there were no plans for anything over three-story. He continued to explain the development would be constructed in three phases, beginning with the southwest corner and believed the initial 20 homes would be completed, before moving east, and then north. He spoke to the affordability of the housing and announced they were constructing a more ‘affordable’ housing product in other developments. He stated that opportunity wasn’t available within this development and indicated none of these homes would be considered ‘affordable housing’ by the State’s standards.

Councilmember Bloxham requested Mr. Ames respond to the success of the deed restrictions with other developments in an effort to encourage owner-occupied housing as opposed to corporations purchasing the majority of housing. Mr. Ames stated they had implemented various tools to encourage owner-occupancy and emphasized since they were a Utah company, their model was owner-occupied housing and their legal department would work with Staff to determine appropriate language.

D R A F T

Councilmember Roberts inquired whether the City’s Active Transportation Plan had identified a trail in this location and Mr. Applonie responded the power corridor had been identified for a regional trail which would eventually extend beyond Layton City boundaries.

Councilmember Smith Edmondson expressed a desire to make some clarifications:

- This would not be considered an ‘affordable housing’ community
- She pointed out the various plans accessible to the public via the City’s website: Master Parks Plans, Master Trails Plans, etc. which identified proposed locations and connectivity of the City’s trail network, including Wasatch Front Regional Council which encompassed neighboring cities.

Mayor Petro called for a motion and requested closing of the public hearing.

MOTION: Councilmember Roberts moved to close the public hearing at 8:42 PM and approve the Annexation and Rezone Request with Development Agreement – Approximately 2073 West Gentile Street as presented, Ordinance 25-11, Ordinance 25-12 and Resolution 25-53. Councilmember Thomas seconded the motion.

Councilmember Smith Edmondson requested clarification whether there would be an opportunity for changes to the development agreement, based upon the discussion, if it was approved by the Council. Mr. McIlrath responded if the Council approved the Resolution associated with the Development Agreement, it would be the development agreement moving forward and enforced by the City. He indicated it could be amended in the future, if the Council so desired.

Clint Drake, City Attorney, clarified minor changes could be made but not significant changes. He emphasized this would be the best time for the Council to make any changes to the Development Agreement and a discussion followed.

Mr. McIlrath suggested this requirement would be an exception to surrounding subdivisions within the City and the discussion continued.

Mr. Ames suggested this could be a longer conversation in the future due to specifics and suggested approval could be conditional that future language would be included to the Development Agreement. He expressed agreement it might be appropriate to the townhome component; however, he didn’t believe the price point of the townhomes would be enticing to corporate buyers.

Councilmember Morris stated he would rather have a broader conversation and expressed appreciation for Mr.

D R A F T

McIlrath's comments about homeownership.

Councilmember Morris pointed out the unintended consequences infringing on individual property rights and shared an example of someone choosing to rent their townhome when the time came to purchase and move to a larger home to accommodate a growing family and believed a broader conversation was needed.

Mr. Applonie believed State Law didn't allow the City to regulate owner-occupied housing within any development.

Mr. Drake stated he had a conversation with Mr. Ames, and suggested an amended motion could include language which proposed a 75% owner-occupied restriction for a designated portion of time or for the original townhome purchaser. He suggested this might achieve the Council's goal. The discussion continued and Mr. Ames expressed agreement with Mr. Drake's suggestion.

Councilmember Smith Edmondson expressed agreement with Councilmember Morris' comments regarding an owner's desire to rent their townhome and would be inclined to be supportive of restricting big corporations from purchasing blocks of homes with the intent of renting them. Mr. Drake stated the law prohibited such a restriction.

Mr. Drake suggested an amended motion could include language that 75% of the townhomes would be sold to owner-occupied purchasers.

MOTION: Councilmember Roberts moved to amend his original motion, to amend language in the Development Agreement, Resolution 25-53, to require 75% of the townhomes would be owner-occupied on the first sale, seconded by Councilmember Thomas. The motion passed with the following vote: **Voting AYE – Councilmembers Roberts, Thomas, Morris, Smith Edmondson, and Bloxham. Voting NO – None.**

Mayor Petro requested Councilmember Roberts restate his original motion.

MOTION: Councilmember Roberts moved to adopt Ordinance 25-11, Ordinance 25-12, and Resolution 25-53, as previously amended. Councilmember Thomas seconded the motion. The motion passed with the following vote: **Voting AYE – Councilmembers Morris, Thomas, Smith Edmondson.**

Councilmember Roberts expressed appreciation to the public for attendance at the Planning Commission and City Council Meetings and for signing the petition and sharing their personal experiences. He wanted Mr. and

D R A F T

Mrs. Baker to know their concerns were heard; however, Layton was changing. He was reminded of a similar situation years ago when a previous subdivision had been developed, which included sidewalks, the first he could recall. This resulted in a different Layton than that of his father and grandfather. He was hopeful that members of the public recognized the elected body was doing its best to address all concerns associated with development. He continued to share an example when new development was connected to an existing subdivision and similar concerns had been expressed. He reported he frequently travels that connecting road and hadn't witnessed a significant increase in traffic. He also pointed out there were many stubbed roads in areas of the City which would soon be connected to new development.

Voting AYE - Councilmember Roberts.

Councilmember Bloxham expressed appreciation to the comments, emails, and concern from the public expressed during the meetings. He announced he didn't care for PRUD's; understood their purpose and why they were allowed; however, he didn't believe the density was feasible for this particular area of Layton City.

Voting NO – Councilmember Bloxham.

Councilmember Morris reminded the Council of the process associated with the update to the General Plan and believed this would be a beautiful neighborhood. He pointed out people want to live in Layton and suggested this development would be an asset to the City. He identified the City was responsible for providing the following:

1. Provide essential services
2. Provide a 'place' or 'hometown'
3. Responsible land use

He reported the City Council's authority specific to land use was being eroded at the State level and expressed concern that future land use decisions would become the result of the Legislature's decisions, as opposed to local elected officials. He expressed his desire for these types of decisions to be kept local.

Mayor Petro declared the vote for Ordinance 25-11 and 25-12 was four in favor, one opposed.

UNFINISHED BUSINESS:

There was no unfinished business.

D R A F T

The meeting adjourned at 9:13 p.m.

Kimberly S Read, City Recorder

D R A F T

MINUTES OF LAYTON CITY COUNCIL STRATEGIC PLANNING WORK MEETING

DECEMBER 11, 2025; 8:05 A.M.

MAYOR AND COUNCILMEMBERS PRESENT:

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

EXCUSED

TYSON ROBERTS

STAFF PRESENT:

ALEX JENSEN, CLINT DRAKE, STEPHEN JACKSON, WESTON APPLONIE, AND TORI CAMPBELL

LEGISLATORS PRESENT:

SENATOR JERRY STEVENSON, SENATOR STUART ADAMS

COUNCILMEMBER-ELECT

MIKE KOLENDRIANOS

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

Mayor Petro opened the meeting and turned the time over to Alex Jensen, City Manager. He mentioned there were two items for discussion with the two legislators: the first being the TRZ (Transit Reinvestment Zone); the second would be the water fee structure the State was planning to impose on cities for projects and water quality.

DISCUSSION ON THE HIGHWAY 89/GORDON TOWN CENTER

Mr. Jensen informed the legislators, City Staff, and UDOT (Utah Department of Transportation) had been working on the TRZ, available via State Statute, over many years in order to create, build, and strengthen the community with a combination of housing and commercial businesses in the area. He explained UDOT, the State Transportation Commission, along with the City had worked together resulting in the execution of the TRZ Agreement and structure of the plan. He explained the State (UDOT), owner and manager of the land, would sell the property to a developer, with conditions and/or restrictions, indicating it would be developed via the City's planning process. He emphasized this had proceeded through a very formal public process since it had been included in the City's General Plan. UDOT placed the property out to auction and reported there had been significant interest within the development community; however, within 16 hours of the close of the bidding process, the State pulled the item from the auction and the property was no longer for sale on the auction site and the City began receiving phone calls from interested developers. After

D R A F T

UDOT began investigating it learned the Governor's Office had given direction to shut down the auction and didn't inform UDOT Staff of that action. Since that time, City Staff had discussed the issue with a representative from the Governor's Office, Housing Strategy and Innovation Senior Advisor, Steve Waldrip.

Mr. Jensen reported the Governor's Office believed there was an opportunity to provide for attainable housing for public sector employees, respectively firefighters, schoolteachers, etc. and promote homeownership. City Staff expressed support for those ideas and also expressed its desire the State's concern hadn't been shared with the City beforehand. He clarified the Plan's residential structure included a mix of single-family, duplex, tri-plex, mansion home, and condos. He continued to explain the length of time this had taken, as well as the moving target related to the percentage of housing, which would dramatically alter the appearance of the development.

Mr. Jensen stated Mr. Waldrip requested the City provide an analysis to identify the number of housing units which could be added to the development without negatively affecting the overall project and the price point for the attainable housing component. The City indicated it would provide analysis based upon happenings in the current market to determine the market price for the homes and identify income levels of individuals seeking to purchase homes within the development. He explained the challenge of requiring a developer to provide a designated number of housing units at a pre-determined dollar amount and exactly what entity would be willing to cover that expense. He concluded Mr. Waldrip proposed UDOT would reduce the sales price of the property in order to incentivize the developer in order to provide the homes at a more affordable cost. UDOT indicated it would entertain that idea as part of a community building effort, once it was determined exactly how that would be implemented. He also pointed out the challenge of how that would be managed over time to ensure the homes would remain attainable and affordable in the future as the homes were bought and sold over and over.

He reported the City completed analysis which reflected the market value and cost of the homes would be higher than \$300,000 and shared some examples. He concluded in order to accomplish home ownership for those in the job classification and income level represented by Mr. Waldrip would result in a discount of approximately 25%-30% off the market price for approximately 56 or 57 units out of 360 total units, equal to a \$4.5 to \$5 million discount on the UDOT property. He also pointed out lenders generally didn't approve mortgage loans higher than 30% of the disposable income for a house payment.

He emphasized the City was moving forward in good faith regarding the asks of the Governor's Office to

D R A F T

support the goals of the State. He expressed desire the legislators be aware of the situation and circumstances should the Legislature become involved. He suggested a better use of the \$5 million would be to make it available through a First-time Homebuyer Assistance Program, as had been previously suggested by Senator Adams, and believed it would benefit more than 56 or 57 homes. This would get people into a home allowing them to build wealth and eventually continue to move up from a starter home. He continued to express concern regarding which entity would be responsible for managing the price range throughout the longevity of the homes.

Jerry Stevenson, Utah State Senator, expressed his opinion there was no other place left to build a commercial project of this magnitude in this area.

Stuart Adams, Utah State Senator and Senate President, mentioned he was aware of a supermarket chain with interest in Layton City and expressed his opinion there was a need for a grocery store on the east side of the City and suggested this area could accommodate a retail component. He mentioned the theory that raw ground adjacent to a newly constructed UDOT interchange increased in value once the interchange was completed. He believed there were legislators seeking land in various cities for their specific ideas and/or projects and shared some examples. Senator Stevenson indicated he wasn't aware of this situation and would initiate a conversation with Mr. Waldrip.

Mayor Petro mentioned this property had been designated for this town center project for a number of years. She continued to explain the City had vetted the issues and proceeded through the public processes, including public input, required to move forward just to have the State intervene and block the progress of the project. She pointed out the commercial component, a gas station and grocery store, proposed in the development, which was needed and desired in that area, was also being held up. She continued to express concern the State's insertion of authority could jeopardize the success of the project if it was different than what had originally been designed via the Development Agreement.

President Adams asked to see the development plans currently in place. Weston Applonie, Community and Development Director, shared a visual presentation of the plan for the TRZ.

Senator Stevenson emphasized the State took advantage of selling surplus property for its maximum value for Utah citizens.

President Adams spoke about the value of the property and shared an example of how funds could be set

D R A F T

aside for attainable housing with the sale of the property. A discussion regarding the cost for potential housing followed.

Mr. Applonie shared a map illustration and reviewed the concept plan of the proposed development for the TRZ.

Senator Stevenson requested clarification UDOT owned the vacant property and Mr. Jensen responded in the affirmative. Mr. Jensen emphasized the City's interest in moving forward with the project. He mentioned the City had invested significant time and effort in completing the analysis requested by the State; however, new issues continue to arise and the City was unsure how to move forward.

President Adams inquired whether Mr. Waldrip had seen this very same proposed concept plan and Mr. Jensen responded in the affirmative. Mr. Jensen continued to explain Mr. Waldrip had initially indicated approval with the plan, with the inclusion of additional attainable housing units for homeownership of ten percent, of which the City was supportive. Following that inclusion to the plan, Mr. Waldrip then indicated his desire for twenty or twenty-five percent. Mr. Jensen conveyed the City's frustration with Mr. Waldrip's lack of specific direction and/or continually moving the goal line. Mayor Petro also pointed out Mr. Waldrip's request for eliminating some of the parking needed for the commercial component.

President Adams pointed out the difficulty in finding affordable housing in the eastern portion of the City but wasn't sure if this was an appropriate location for that, although the property was owned by UDOT.

Senator Stevenson inquired whether the Governor was really that involved in the development of this particular piece of property.

President Adams expressed frustration young families cannot find affordable housing and suggested apartment density had only made apartment owners wealthy while at the same time making the younger generation static with their housing options. He suggested the State should be focused on how to put young families into a single-family home.

Councilmember Bloxham inquired about the possibility of future legislation which would allow the State to discount the price of its property via the auction process in order to provide the State more land use authority, bypassing the City for more affordable housing. A discussion followed regarding SITLA (School and Institutional Trust Lands Administration) properties.

D R A F T

Senator Stevenson suggested there probably weren't other vacant parcels of property in this portion of the City which could accommodate neighborhood/commercial type of development and expressed his opinion the market should drive development and suggested the State shouldn't tamper with the market. He believed appropriately implemented zoning had created livable communities and wouldn't be in favor of eliminating the City's ability to regulate zoning. He indicated he wasn't aware of this particular situation.

Mayor Petro and Mr. Jensen requested the senators' assistance to allow the City to move forward with the development based upon the concept plan and Development Agreement. Senator Stevenson indicated he intended to contact Mr. Waldrip regarding this issue and Mr. Jensen reiterated the attainable housing units wouldn't be any different to those of the market units and continued to express concern with how the subsidy would be addressed for those housing units.

President Adams expressed concern with unintended consequences of attempting to alter the housing market and emphasized housing was a supply and demand issue driven by the market and shared an example.

Councilmember Smith Edmondson reiterated the Council was in agreement with the senators' opinions that attainable housing was never a key issue associated with the proposed development. She believed the City needed Mr. Waldrip to allow the City to move forward with this lengthy planned development since the City had already used the public process to identify specifics associated with the housing component within the development. She emphasized the Concept Plan was a result of collaboration between the City and the public and would like to move forward with that Plan.

President Adams stated he would request Mr. Waldrip remove the revenue incentive from the sale of the property and put it towards attainable housing in a more suitable area, allowing this development to move forward with the City's plan.

DISCUSSION REGARDING STATE OF UTAH PROPOSED IMPOSITION OF WATER QUALITY AND INFRASTRUCTURE FEES

Mr. Jensen informed the Senators of the proposed implementation of water fees which equate to a 120% increase, mandated by the State, without the City receiving anything in return.

D R A F T

Stephen Jackson, Public Works Director, added the State had created the Unified Water Infrastructure Plan, and requested every City/water system within the State to identify any projects specific to water, sewer, storm drain that may possibly need State funding for the projects. Projects not included in the Unified Water Infrastructure Plan would not be eligible for State funding. He continued to explain the challenges, including the possibility, the City would never qualify for or receive any of the funding. The City would need to pay the required State fee with no guarantee of funding assistance.

Mr. Jackson shared a visual presentation and explained the Division of Drinking Water funding it received from the Federal Government would be significantly cut. Due to the decrease in funding it had decided to impose a drinking water fee of 1.5 cents per 1,000 gallons of water, which would cost Layton City \$60,000 per year. The City believed this was unreasonable because it didn't meet the reasonable basis or the standards followed by the City in setting its water rates. He pointed out there were over 1,200 water systems within the state and 800 of those would pay approximately \$25 or \$35, if that entity could meet incentivized rate structures, while the 41 largest systems would fund 75%, and the 14 largest, including Layton City, would fund over 50%. These fees were intended to cover operational expenses from the Division. He concluded this formula was backwards as the smaller systems were dependent on Division Staff to complete their respective Water Quality Reports, and various other situations, while the larger systems submitted necessary reports completed by staff, and the Division identified whether the entity had met all requirements. He mentioned Salt Lake City would recognize almost a \$400,000 bill and likely didn't use the Division services more than any other entity within the State. Under a separate fee being called the State Water Future Fee, Layton City would be subsidizing these smaller entities and reported Layton City would be required to pay an additional \$2.84 million per year to the State for water projects. He reviewed the formula used by the State to determine eligibility to receive State funding, which would result in the City implementing a water rate increase of 87% and sewer rate increase of 126%, in order to be able to receive any funds from the Unified Water Infrastructure Plan. He clarified with those rates increases, the City could fund its own infrastructure and not have to compete for funding for access to the funding.

Councilmember Bloxham emphasized the City Council had no desire to raise rates on the residents. He suggested the proposed solution, based on meeting a specific threshold, didn't recognize how it would affect residents in practice. Mr. Jackson continued to explain the philosophy with the proposal would be that each entity which had that amount of capacity would either have to self-fund every project while also contributing \$3 million to the State for every other community that didn't have that capacity. Councilmember Bloxham suggested using assumptions based on the EPA (Environmental Protection Agency) would be dictating Layton's rates weren't sufficient; however, they had no direct knowledge of

D R A F T

Layton City.

Mr. Jackson continued to reference and explain some of the submitted projects identified on the list and stated Layton City would likely never qualify for any of this funding, while at the same time being required to contribute an additional \$2.84 million. He again emphasized if the City raised its rates to incorporate the \$2.84 million to the City's revenue stream, it could complete all of the City's projects within 12 years. He concluded there would be no reason for the City to even request the State's assistance to complete the projects.

Councilmember Morris requested clarification whether the City would be required to raise its rates if the City chose to not identify any projects needing funding from the State. Mr. Jackson believed the rate increase would need to be implemented regardless to satisfy the State fee being proposed. A discussion followed.

Councilmember Morris indicated ULCT (Utah League of Cities and Towns) Staff believed this had already been approved because the bill passed during the last legislative session and the discussion continued. Mr. Jackson clarified the bill that was passed included language that it needed to be studied and report back with a proposal. He emphasized the citizens would be paying for something without receiving anything in return.

President Adams expressed his opinion there should be accountability for the funding. A discussion continued on the proposed water fee issues associated with HB280.

Mr. Jensen reminded the Senators and informed the Council about the implementation of fee increases to municipalities by the larger water facilities such as Weber Basin Water intended to maintain larger water infrastructure projects. He suggested this would be a similar philosophy. He reiterated the City originally submitted \$35 million in potential projects, and under the original proposal, the City would generate \$21 million per year. He suggested the City could outright pay for those identified projects within a year and a half. He concluded if what the State proposed was implemented, the fee increase would continue to flow to the State for no additional benefit.

President Adams requested clarification on what the rate increase would be to Layton City residents and Mr. Jackson responded the City would have to raise its water and sewer rates 105% receiving nothing in return.

D R A F T

President Adams and Senator Stevenson expressed appreciation to City Staff for the information and education regarding the issues to Layton City and stated the meeting had been helpful.

Mayor Petro also expressed appreciation to the Senators for attending the meeting.

The meeting adjourned at 9:17 a.m.

Kimberly S Read, City Recorder

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

Item Number: 5.A.

Subject:

Annexation Request – Motta at Three Farms Annexation – Acceptance of the Petition – Resolution 26-10 – Approximately 2900 West Gentile Street

Background:

The petitioner, Greg Timothy with Ivory Development, LLC, representing property owners Ivory Land Corporation and Motta Family Farm, LLC, requests the annexation of 62.723 acres located at approximately 2900 West Gentile Street.

The proposed area for annexation is located south of Gentile Street, west of 2700 West, and north of State Route 177 (West Davis Highway). The property, owned by Motta Family Farm, LLC (Parcel# 12-110-0384), is split into two areas: a northern area closer to Gentile Street and a southern area adjacent to the West Davis Highway. The northern area is intended for continued agricultural use, while the southern area is intended to be incorporated fully into the area identified in the General Plan as the West Layton Business Center. The property, owned by Ivory Land Corporation (Parcel# 12-110-0385), is intended to be developed with single-family and townhome residential uses consistent with PRUD (Planned Residential Unit Development) standards.

As part of this annexation request, the petitioner and property owners seek to amend the General Plan to adjust the Neighborhood Agricultural Heritage and Business Center areas. This adjustment includes expanding the Business Center designation to run along the West Davis Highway to 3200 West, located south of Perennial Favorites, and replacing a portion of the Business Center area to the north with the Neighborhood Agricultural Heritage designation. This swapping of land use designations is roughly proportionate, with approximately 16.98 acres changing to Business Center and approximately 18.55 acres changing to Neighborhood Agricultural Heritage.

With approval of the General Plan amendment, the petitioner requests to rezone land owned by Ivory Land Corporation which includes the unincorporated parcel included in this annexation request and a smaller incorporated parcel adjacent to Gentile Street from A (Agriculture) to R-1-10 (Single Family Residential), and R-1-10 PRUD (Single Family Residential, Planned Residential Unit Development). It is requested that the Motta Family Farm, LLC property be zoned A (Agriculture) in preparation for the property to be rezoned in the future for a business park as outlined in the General Plan.

Following the adoption of this Resolution, Staff will initiate the necessary annexation procedures as outlined by State law. The request for a General Plan amendment and a rezone will be brought to the Council for review under a separate action.

Alternatives:

Alternatives are to: 1) Adopt Resolution 26-10 accepting the petition for annexation and directing Staff to initiate the necessary annexation procedures; or 2) Not adopt Resolution 26-10 denying the petition for annexation.

Recommendation:

Staff recommends the Council adopt Resolution 26-10 accepting the petition for annexation and directing Staff to initiate the necessary annexation procedures.

RESOLUTION 26-10

A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION OF PROPERTY LOCATED AT APPROXIMATELY 2900 WEST GENTILE STREET

WHEREAS, a petition has been received by Layton City, pursuant to Utah Code Annotated section 10-2-806, petitioning for annexation of certain properties located at approximately 2900 West Gentile Street; and

WHEREAS, these properties are located within an area where Layton City can provide urban services; and

WHEREAS, these properties are identified in the Layton City Annexation Policy Plan; Expansion Area Five, adopted by the City Council on December 5, 2002; and

WHEREAS, the Council determines it to be in the best interest of the citizens of Layton City to accept the petition for annexation and direct Staff to verify the annexation petition and provide notice thereof related to the proposed annexation; and

WHEREAS, the property owners wish to proceed with the petition for annexation to the City.

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

1. The City has received a petition for annexation presented by Greg Timothy with Ivory Development, LLC representing property owners Ivory Land Corporation and Motta Family Farm, LLC of approximately 62.723 acres, located at approximately 2900 West Gentile Street.
2. The above properties, more particularly described in 'Exhibit A' which is attached hereto and made a part hereof by reference, represents 100% of the private land and constitutes 100% of the value of all private property within the area proposed for annexation.
3. The petition is hereby accepted by the City based on the understanding that development improvements obligations will be fulfilled by the applicant through an annexation agreement and development approval in Layton.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **19th day of February, 2026.**

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

For: Jodym Sanders
CLINTON R. DRAKE, City Attorney

Weston Applonie
WESTON APPLONIE, Community &
Economic Development Director

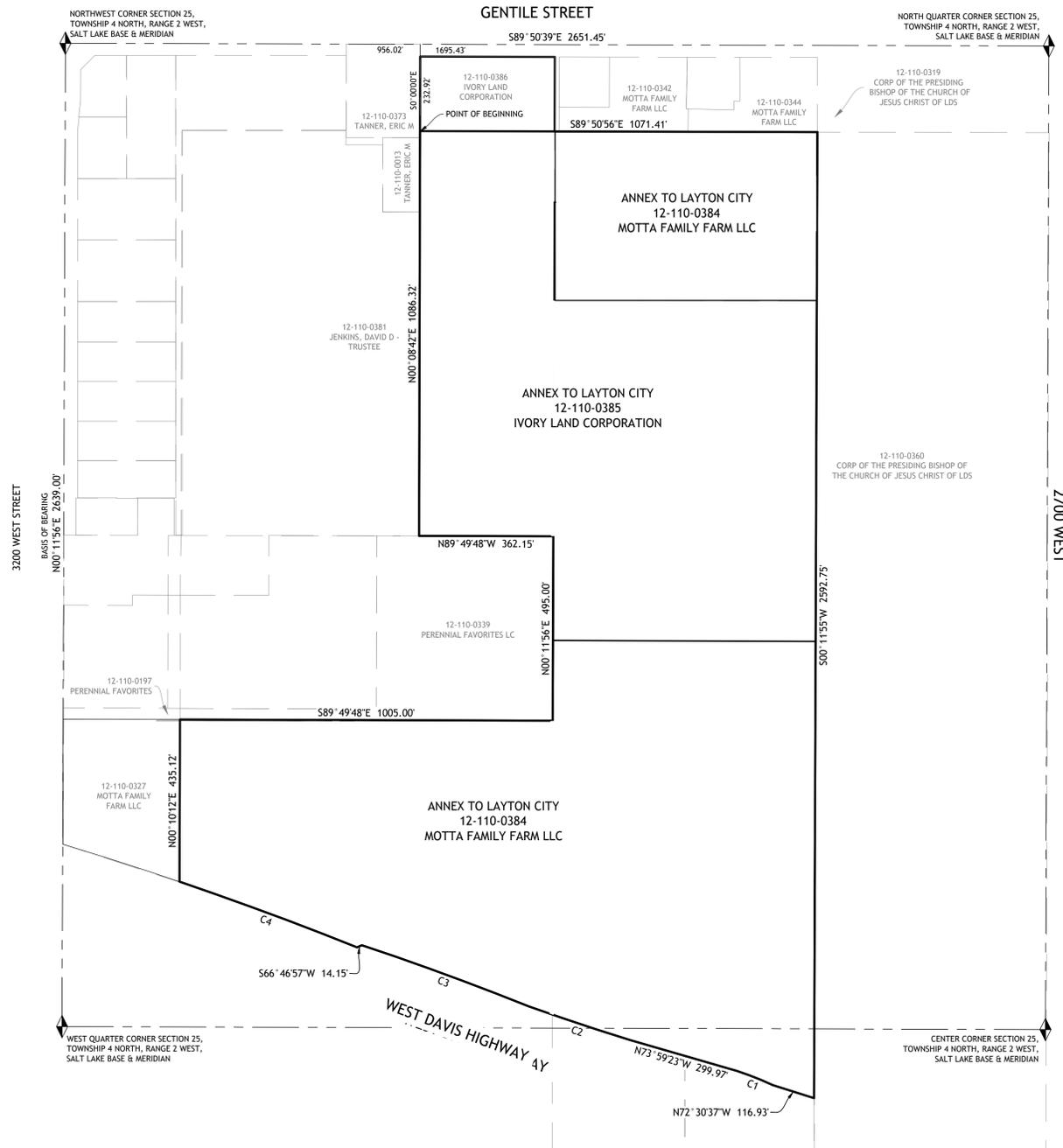
EXHIBIT A

MOTTA AT THREE FARMS ANNEXATION PLAT

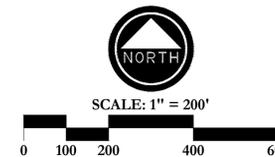
TO THE CITY OF LAYTON, DAVIS COUNTY, UTAH AND FROM DAVIS COUNTY, UTAH
 LYING WITHIN THE WEST HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH
 FEBRUARY 2026



VICINITY MAP
NOT TO SCALE



CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	103.96	898.00	N68°28'38"W	103.90
C2	285.67	7914.00	N71°41'50"W	285.65
C3	480.65	7914.00	N69°57'27"W	480.58
C4	510.29	9625.00	N69°47'45"W	510.23

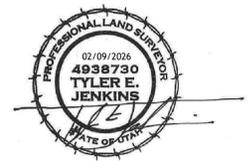


SURVEYOR'S CERTIFICATE

I, TYLER E. JENKINS DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 4938730 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE PREPARED AN ANNEXATION PLAT, SAID PLAT IS HEREAFTER TO BE KNOWN AS:

ANNEXATION PLAT

TO THE CITY OF LAYTON, DAVIS COUNTY, UTAH
 AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.



BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING PART OF THE WEST HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S89°50'39"E 956.02 FEET AND S00°00'00"E 232.92 FEET FROM THE NORTHWEST QUARTER CORNER OF SAID SECTION 25 AND RUNNING THENCE S89°50'56"E 1071.41 FEET; THENCE S00°11'55"W 2592.75 FEET; THENCE N72°30'37"W 116.93 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 898.00 FEET, A DISTANCE OF 103.96 FEET, A CHORD DIRECTION OF N68°28'38"W, AND A CHORD DISTANCE OF 103.90 FEET; THENCE N73°59'23"W 299.97 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 7914.00 FEET, A DISTANCE OF 285.67 FEET, A CHORD DIRECTION OF N71°41'50"W, AND A CHORD DISTANCE OF 285.65 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 7914.00 FEET, A DISTANCE OF 480.65 FEET, A CHORD DIRECTION OF N69°57'27"W, AND A CHORD DISTANCE OF 480.58 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 9625.00 FEET, A DISTANCE OF 510.23 FEET, A CHORD DIRECTION OF N69°47'45"W, AND A CHORD DISTANCE OF 510.23 FEET; THENCE N00°10'12"E 435.12 FEET; THENCE S89°49'48"E 1005.00 FEET; THENCE N00°11'56"E 495.00 FEET; THENCE N89°49'48"W 362.15 FEET; THENCE N00°08'42"E 1086.32 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,763,611.23 SQUARE FEET OR 63.44 ACRES IN AREA
 ROTATE BEARING 00°20'48" CLOCKWISE TO ACHIEVE NAD83 BEARINGS

LAYTON CITY CORPORATION ACCEPTANCE

I HEREBY CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF LAYTON CITY WAS ACCEPTED BY THE MAYOR AND THE CITY COUNCIL OF LAYTON CITY, DAVIS COUNTY UTAH, AS MOTTA AT THREE FARMS ANNEXATION TO THE CORPORATE LIMITS OF LAYTON CITY.

IN WITNESS WHEREOF I HEREBY SET MY HAND AND AFFIX THE CORPORATE SEAL OF LAYTON CITY.

APPROVED THIS _____ DAY OF _____, 20__

LAYTON CITY MAYOR

CITY RECORDER

CITY ENGINEER

APPROVED THIS _____ DAY OF _____, 20__ THE LAYTON CITY ENGINEER

LAYTON CITY ENGINEER

COUNTY SURVEYOR

APPROVED THIS _____ DAY OF _____, 20__ THE DAVIS COUNTY SURVEYOR.

COUNTY SURVEYOR

COUNTY RECORDER

APPROVED THIS _____ DAY OF _____, 20__ BY THE DAVIS COUNTY RECORDER.

COUNTY RECORDER

ANNEXATION PLAT
 TO THE CITY OF LAYTON, DAVIS COUNTY, UTAH AND LYING WITHIN THE WEST HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH
 FEBRUARY 2026

SHEET 1 OF 1

RECORDED # _____

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

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEE _____ DAVIS COUNTY RECORDER

DATE	REVISIONS	BY



2815 East 3300 South, Salt Lake City, UT 84109
 (801) 305-4670 www.edmpartners.com

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

Item Number: 5.B.

Subject:

Bid Award – Merrill Sheriff Construction, Inc. for West Davis Corridor Landscape Projects, Project 25-01 – Resolution 26-07 – West Weaver Lane, 2200 West, 2700 West, and 3200 West

Background:

Resolution 26-07 authorizes the execution of an agreement between Layton City and Merrill Sheriff Construction, Inc. for the West Davis Corridor Landscape Projects, Project 25-01 (Project), located at various locations including West Weaver Lane, 2200 West, 2700 West, and 3200 West along the West Davis Corridor trail system. The Project includes the installation of stamped concrete pathways, curbing, an auto railing, and solar street lighting; construction of a kiosk; and the installation of site amenities including benches, a bike rack, a bike repairs stand, a two-rail fence, and various landscaping improvements.

An open and advertised bidding process was posted on November 19, 2025. Five contractors were qualified to bid on the Project. On January 21, 2026, three bids were received, with Merrill Sheriff Construction, Inc. submitting the lowest responsive, responsible bid in the amount of \$369,892.77.

Alternatives:

Alternatives are to: 1) Adopt Resolution 26-07 authorizing the City Manager to conduct negotiations and execute the Agreement between Layton City and Merrill Sheriff Construction, Inc. for construction of the West Davis Corridor Landscape Projects, Project 25-01; 2) Adopt Resolution 26-07 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 26-07 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 26-07 authorizing the City Manager to conduct negotiations and execute the Agreement between Layton City and Merrill Sheriff Construction, Inc. for construction of the West Davis Corridor Landscape Projects, Project 25-01.

RESOLUTION 26-07

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MERRILL SHERIFF CONSTRUCTION, INC. FOR THE WEST DAVIS CORRIDOR LANDSCAPE PROJECTS, PROJECT 25-01

WHEREAS, Layton City desires to make landscaping improvements to the West Davis Corridor trail system located at various locations along the Corridor including West Weaver Lane, 2200 West, 2700 West, and 3200 West; and

WHEREAS, the City has issued the Advertisement for Bids for construction of landscaping improvements including the installation of stamped concrete pathways, curbing, an auto railing, and solar street lighting; construction of a kiosk; and the installation of site amenities including benches, a bike rack, a bike repairs stand, a two-rail fence, and various landscaping improvements; and

WHEREAS, the City received three bids for the construction of the referenced project on January 21, 2026, 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 Merrill Sheriff Construction, Inc. as the contractor for the landscaping improvements; and

WHEREAS, the Council desires to authorize the acceptance and execution of the agreement (herein the "Agreement") between Merrill Sheriff Construction, Inc. and Layton City for construction of the landscaping improvements; and

WHEREAS, the Council determines it to be in the best interest of the City to accept the Agreement for construction of the landscaping 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 Merrill Sheriff Construction, Inc. and Layton City for construction of the West Davis Corridor Landscape Projects, Project 25-01, 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.

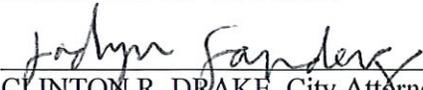
PASSED AND ADOPTED by the City Council of Layton, Utah, this **19th day of February, 2026.**

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

For: 

CLINTON R. DRAKE, City Attorney



DAVID R. PRICE,
Parks & Recreation Department Director

WEST DAVIS CORRIDOR LANDSCAPING PROJECTS

Project 25-01

Item No.	Items Written in Words	Qty	Unit	Merrill Sheriff Construction, Inc. Amount (Dollars)	PLD Amount (Dollars)	STRONG EXCAVATION Amount (Dollars)
----------	------------------------	-----	------	---	-------------------------	--

3200 W. Sign Project Area

A1	Not Part of Project Bid - N/A	N/A	N/A	N/A	N/A	N/A
----	-------------------------------	-----	-----	-----	-----	-----

2700 W. Park Strip Project Area

B1	Mobilization / General Conditions	1	LS	\$3,745.00	\$17,100.00	\$5,865.42
B2	Traffic Control / Construction Signage	1	LS	\$535.00	\$3,557.50	\$2,061.12
B3	Erosion Control Elements & Protection	1	LS	\$535.00	\$4,432.00	\$901.74
B4	Site Clearing	1	LS	\$4,095.96	\$6,300.00	\$4,826.46
B5	Furnish & Install Irrigation	1	LS	\$16,006.34	\$29,380.00	\$31,490.40
B6	Furnish & Install Trees	1	LS	\$8,886.35	\$9,061.00	\$10,820.86
B7	Furnish & Install Shrubs, Perennials, & Ornamental Grasses	1	LS	\$8,082.78	\$6,826.27	\$5,668.07
B8	Furnish & Install Rock Mulch (excavate / haul away soil down 4" and install 4" depth rock mulch)	1	LS	\$8,742.97	\$12,800.00	\$12,129.08

2700 W. Trailhead Project Area

C1	Mobilization / General Conditions	1	LS	\$15,729.00	\$51,100.00	\$10,582.81
C2	Construction Surveying & Staking	1	LS	\$267.50	\$300.00	\$2,061.12
C3	Traffic Control / Construction Fencing	1	LS	\$535.00	\$800.00	\$2,061.12
C4	Erosion Control Elements & Protection	1	LS	\$535.00	\$350.00	\$901.74
C5	Site Clearing	1	LS	\$4,637.38	\$4,000.00	\$2,814.13
C6	Furnish & Install 6" Concrete Curb	1	LS	\$6,276.62	\$6,382.50	\$9,287.92
C7	Furnish & Install Stamped Concrete	1	LS	\$18,770.15	\$25,808.30	\$27,481.99
C8	Furnish & Install 8" Concrete Vehicular Curb	1	LS	\$11,261.75	\$13,298.60	\$18,611.87
C9	Furnish & Install Auto Rail	1	LS	\$15,648.75	\$32,318.50	\$10,975.44
C10	Furnish & Install Concrete Sidewalk / Plaza	1	LS	\$20,510.40	\$11,340.44	\$14,562.29
C11	Furnish & Install Concrete Retaining Wall	1	LS	\$8,919.52	\$19,061.25	\$40,811.51
C12	Furnish & Install Kiosk	1	LS	\$17,808.01	\$32,318.56	\$63,497.13
C13	Furnish & Install Bicycle Rack	1	LS	\$1,070.00	\$1,990.80	\$2,436.76
C14	Furnish & Install Bike Repair Station	1	LS	\$4,274.65	\$4,032.28	\$259.72
C15	Furnish & Install Park Benches	1	LS	\$4,815.00	\$1,990.80	\$6,812.40
C16	Furnish & Install Concrete Wheel Stops	1	LS	\$1,123.50	\$1,268.40	\$2,804.08
C17	Furnish & Install Bollards	1	LS	\$2,461.00	\$3,630.00	\$875.97
C18	Furnish & Install Solar Street Lighting (Fonroche Lighting America Solar Lights)	1	LS	\$85,541.15	\$33,415.97	\$106,325.74
C19	Furnish & Install 2-Rail Fencing	1	LS	\$8,030.35	\$3,920.00	\$14,144.41
C20	Furnish & Install Maintenance Gate	1	LS	\$3,691.50	\$4,989.64	\$9,710.07

2700 W. Trailhead Project Area

D1	Mobilization / General Conditions	1	LS	\$5,885.00	\$400.00	\$1,743.19
D2	Trail Traffic Control / Construction Signage	1	LS	\$535.00	\$600.00	\$51.53
D3	Erosion Control Elements & Protection	1	LS	\$535.00	\$6,460.00	\$901.74
D4	Reset Existing Landscape Boulders	1	LS	\$1,070.00	\$200.00	\$3,037.60
D5	Furnish & Install Double Boulder Retaining Wall	1	LS	\$3,287.30	\$13,440.00	\$8,525.06
D6	Furnish & Install UDOT Roadside Seed Mix to Areas per plans (Broadcast Application)	1	LS	\$3,222.84	\$1,650.00	\$1,030.56

West Davis Corridor Landscape Projects, Project 25-01 Total Base Bid: \$297,070.77 \$364,522.81 \$436,071.05

BID ALT #1 - 2200 W. Landscaping (LP405-LP406, LI402-LI403)

E1	Mobilization / General Conditions	1	LS	\$9,309.00	\$2,300.00	\$3,848.39
E2	Traffic Control / Construction Signage	1	LS	\$535.00	\$300.00	\$2,061.12
E3	Erosion Control Elements & Protection	1	LS	\$535.00	\$59,226.44	\$901.74
E4	Demolition / Site Clearing	1	LS	\$18,038.00	\$5,500.00	\$20,413.31
E5	Furnish & Install Irrigation	1	LS	\$23,540.00	\$14,852.00	\$12,881.97
E6	Furnish & Install Trees	1	LS	\$10,700.00	\$21,750.00	\$20,611.16
E7	Furnish & Install UDOT Roadside Seed Mix to Areas per plans (Broadcast Application)	1	LS	\$10,165.00	\$9,075.00	\$5,668.07

West Davis Corridor Landscape Projects, Project 25-01 Total Bid Alt #1: \$72,822.00 \$113,003.44 \$66,385.76

GRAND TOTAL \$369,892.77 \$477,526.25 \$502,456.81

Lowest responsive, responsible bid

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

Item Number: 5.C.

Subject:

Pressurized Irrigation System Transfer Agreement between Layton City and Davis and Weber Counties Canal Company for the Transfer of the Pressurized System from Weber and Davis Counties Canal Company to Layton City – Resolution 26-09 – Various Locations Throughout the City

Background:

Resolution 26-09 authorizes the execution of an agreement between Layton City (City) and Davis and Weber Counties Canal Company (DWCCC) for the transfer of the pressurized secondary water system from DWCCC to the City. This transfer is outlined in the Water Master Plan allowing the City to optimally satisfy the demand for water and provide for future growth and integrate it with the City's Irrigation System. The transfer will also allow the City to assume the responsibility of metering and delivering secondary water to residents within the City's boundaries under a single, unified system of operation, maintenance, and billing.

Alternatives:

Alternatives are to: 1) Adopt Resolution 26-09 authorizing the execution of the Pressurized Irrigation System Transfer Agreement between Layton City and Davis and Weber Counties Canal Company for transfer of the pressurized system from Davis and Weber Counties Canal Company to Layton City; 2) Adopt Resolution 26-09 with any amendments the Council deems appropriate; or 3) Not Adopt Resolution 26-09 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 26-09, authorizing the Mayor or City Manager to execute the Pressurized Irrigation System Transfer Agreement between Layton City and Davis and Weber Counties Canal Company for the Transfer of the Pressurized System from Weber and Davis Counties Canal Company to Layton City.

RESOLUTION 26-09

A RESOLUTION ADOPTING AND APPROVING AN AGREEMENT BETWEEN LAYTON CITY AND DAVIS AND WEBER COUNTIES CANAL COMPANY FOR THE TRANSFER OF THE PRESSURIZED IRRIGATION SYSTEM FROM DAVIS AND WEBER COUNTIES CANAL COMPANY TO LAYTON CITY

WHEREAS, Layton City (City) has developed, financed, and constructed water infrastructure systems in the City for the purpose of benefiting the citizens of Layton City, by providing the water necessary to provide for their needs; and

WHEREAS, Davis and Weber Counties Canal Company (DWCCC) provides pressurized secondary water through a pressurized system for approximately 1,350 connections within the City (“Pressurized System”); and

WHEREAS, the City developed a Water Master Plan (Master Plan) that anticipates using available secondary water supplies and pressurized systems to optimally satisfy the demand for water and provide for future growth. Part of the Master Plan proposes use of DWCCC’s Pressurized System and water represented by the DWCCC shares within Layton; and

WHEREAS, the secondary water provided by DWCCC supplements and compliments the use of culinary water resources in the City; and

WHEREAS, The City desires to own, operate, and maintain the Pressurized System, to integrate it with the City Irrigation System, and to assume the responsibility of metering and delivering secondary water to residents within the City’s boundaries under a single, unified system of operation, maintenance, and billing; and

WHEREAS, DWCCC desires to transfer only the Pressurized System to the City. DWCCC will continue to own and maintain all other infrastructure, facilities, and equipment used for the distribution and regulation of canal and secondary water to its shareholders, in accordance with its Articles of Incorporation and Bylaws; and

WHEREAS, the parties have agreed to the terms and conditions contained in the Pressurized Irrigation System Transfer Agreement between the City and DWCCC; and

WHEREAS, it is deemed to be in the best interest of the citizens of Layton City to adopt and approve the Pressurized Irrigation System Transfer Agreement between Layton City and Davis and Weber Counties Canal Company for the transfer of the pressurized system, and all appurtenances thereto, from Davis and Weber Counties Canal Company to Layton City.

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

1. That the Pressurized Irrigation System Transfer Agreement with Layton City and Davis and Weber Counties Canal Company, which is attached hereto and incorporated herein by this reference, be adopted and approved.

2. That the Mayor or City Manager are authorized to execute the necessary documents and any additional documents or contracts forthcoming in relation to the Pressurized Irrigation System Transfer Agreement with Davis and Weber Counties Canal Company.

3. This Resolution shall become effective immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **19th** day of **February, 2026**.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

For: 

CLINTON R. DRAKE, City Attorney



STEPHEN JACKSON, Department Director

PRESSURIZED IRRIGATION SYSTEM TRANSFER AGREEMENT BETWEEN LAYTON CITY AND DAVIS AND WEBER COUNTIES CANAL COMPANY

This Pressurized Irrigation System Transfer Agreement (“Agreement”), between Layton City (“City”) and Davis and Weber Counties Canal Company (“DWCCC”), is effective as of _____ (“Effective Date”). The City and DWCCC are referred to individually as “Party” or together as the “Parties.”

RECITALS

- A. The City has developed, financed, constructed and owns, manages, operates, and maintains city infrastructure water systems including drinking water, storm water, waste water collection, groundwater rights, water stock, and sources of water supply. It has developed and acquired a secondary system to benefit its citizens residing within its boundaries. Its service area includes the city of Layton in Davis County, Utah (the "City Irrigation System").
- B. The City developed a Water Master Plan ("Master Plan") that anticipates using available secondary water supplies and pressurized systems to optimally satisfy the demand for water and provide for future growth. Part of the Master Plan proposes use of DWCCC's Pressurized System (defined below) and water represented by the DWCCC shares within Layton.
- C. As part of the Master Plan process, the City updated and adopted a new Water System Impact Fee Facility Plan ("Plan") and adjusted its Water Impact Fee. The updated Plan and impact fees incorporate the necessary resources to plan, design, and construct the remaining portion of the City Irrigation System incorporating existing systems as part of the overall City Irrigation System. The projects identified in the Plan identify secondary water system improvement costs for a 10-year planning period. The City Irrigation System delivers water based on shares in Kays Creek Irrigation Company, DWCCC, and Holmes Creek Irrigation Co. By constructing the City Irrigation System, the City will continue to beneficially use the water represented by these shares.
- D. DWCCC is a nonprofit, mutual irrigation company governed by the Utah Nonprofit Corporation Act.
- E. DWCCC owns water rights, each of which is described in the records of the Utah Division of Water Rights. The City is a shareholder of DWCCC.
- F. DWCCC currently owns and operates water diversion, conveyance, storage, and distribution infrastructure, and related equipment and facilities for the distribution and regulation of canal and secondary water among its shareholders.
- G. DWCCC provides pressurized secondary water through a pressurized system for approximately 1,350 connections within the City (“Pressurized System”) as shown on Exhibit A, which is attached hereto and incorporated by this reference. The Pressurized System receives gravity-fed water and consists of approximately twenty-three (23) linear miles of pipes and piped service laterals, valves, drains, meters, and dry lines serving approximately thirty-five subdivisions in the City, as shown on Exhibit A.

- H. DWCCC and the City are parties to that certain Agreement dated March 21, 2002, as amended by that certain Amendment No. 1 to Agreement dated May 5, 2005, and Amendment No. 2 to Agreement dated March 1, 2007 (collectively, the “Bilateral Contract”). The Bilateral Contract relates to the delivery of secondary water by DWCCC to portions of the City.
- I. DWCCC, the City, and Weber Basin Water Conservancy District (“Weber Basin”) are parties to that certain Agreement last executed July 14, 2005, which relates to delivery of water to development within the City (“Trilateral Contract”).
- J. As part of the Trilateral Contract, DWCCC and Weber Basin entered multiple contracts related to the sale and use of untreated water and untreated reserved water by particular developments within the City (“Purchase Contracts”). The Purchase Contracts are listed in Exhibit B, which is attached hereto and incorporated by this reference.
- K. DWCCC desires to transfer only the Pressurized System to the City. DWCCC will continue to own and maintain, in accordance with its Articles of Incorporation and Bylaws all other infrastructure, facilities, and equipment used for the distribution and regulation of canal and secondary water to its shareholders. The City desires to own, operate, and maintain the Pressurized System, to integrate it with the City Irrigation System, and to assume the responsibility of metering and delivering secondary water to residents within the City’s boundaries under a single, unified system of operation, maintenance, and billing. For clarity, after transfer to the City, this Agreement refers to the “Pressurized System” as the “Transferred Pressurized System.” The Transferred Pressurized System will be part of the City Irrigation System.
- L. Pursuant to Utah Code § 16-6a-302(2)(e) and its Articles of Incorporation, DWCCC may convey the Pressurized System to the City.
- M. The City Council may approve acceptance of the Pressurized System in accordance with applicable laws.
- N. The City Council hereby finds that entering into this Agreement is in the interest of the City and its citizens, and promotes the health, safety, and general welfare of the City through the efficient integration, management, and operation of the Transferred Pressurized System.

THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Hybrid Users on the Pressurized System.

- a. Definition and Identification of Hybrid Users. Certain present and future owners and/or lessees of DWCCC shares connected to the Pressurized System use (or will use) water for flood irrigation (“Hybrid Users”). Current Hybrid Users are specifically identified in Exhibit C, which is attached hereto and incorporated by this reference. After transfer of the Transferred Pressurized System to the City, the City shall deliver water through the Transferred Pressurized System for the Hybrid

Users; however, Hybrid Users shall remain customers of DWCCC. Only those Hybrid Users and their successors in interest that are identified in Exhibit C shall be allowed to receive water through the Transferred Pressurized System after its transfer to the City. Exhibit C may be amended from time to time by written agreement of the Parties' administrators (see Section 25); provided, however, that the City shall not unreasonably withhold, condition, or delay an amendment to Exhibit C related to a name change or ownership change for a Hybrid User so long as the place of use remains the same. Hybrid Users may lease additional water from DWCCC's rental pool, from other Hybrid Users, or they may acquire additional DWCCC shares, however no additional hybrid connections shall be made to the Transferred Pressurized System without written agreement between DWCCC and the City. If Hybrid Users request additional water delivery, prior to approval, the City and DWCCC shall evaluate the request to ensure that the additional delivery will not have any detrimental impact to the existing users on the Transferred Pressurized System. If the City, in its sole discretion, determines the request for additional water delivery may have a detrimental impact to the existing users on the Transferred Pressurized System the City may deny such request.

- b. City Delivery of Water to Hybrid Users and Contract Limitations. The City will convey water through the City Irrigation System (including the Transferred Pressurized System) to both DWCCC for West Layton Ditch users and Hybrid Users (at no cost to DWCCC, West Layton Ditch users, or Hybrid Users), at times and diversion rates mutually agreed upon by the City and DWCCC in writing or according to the established ditch schedule, to allow DWCCC to meet delivery obligations to DWCCC shareholders or that arise under contract. DWCCC shall not enter into additional contracts for water delivery through the City Irrigation System (including the Transferred Pressurized System) without written consent from the City. The City may withhold consent for additional contracts if they will have a detrimental impact to the existing users on the Transferred Pressurized System.
- c. Hybrid User Liability Boundary. For purposes of determining responsibility and liability, water delivered through the Transferred Pressurized System to Hybrid Users shall be deemed under the City's control until the physical point of delivery at the turnout, meter vault, box, or connection point. After that point, Hybrid Users shall be solely responsible for all conveyance, regulation, operation, maintenance, liability, and claims associated with water provided to Hybrid Users.
- d. Transition of Hybrid Users to City Customers. Hybrid Users shall become customers of the City (and shall no longer be Hybrid Users) upon dedication of the applicable Hybrid Users DWCCC water shares to the City in accordance with the exaction requirements in effect at the time. As development occurs, DWCCC and the City shall work together in good faith to coordinate the transition of Hybrid Users to City customers.
- e. Communication with Hybrid Users Through DWCCC. Hybrid Users are shareholders of DWCCC or rent DWCCC shares. All communication to and from Hybrid Users shall be through DWCCC.

2. **Transfer of Pressurized System.** Subject to a vote of approval by DWCCC’s Board and the Layton City Council, DWCCC shall transfer to the City all of DWCCC’s rights (including prescriptive rights, if any), title, and interest in, and operation and maintenance responsibility for, the Pressurized System (the "Transfer") using the Bill of Sale as shown in Exhibit D, which is attached hereto and incorporated by this reference. After the Transfer, DWCCC shall no longer have the right, and the City shall have the exclusive right to charge and collect fees for secondary water service to connections to the Transferred Pressurized System. The Transfer shall be subject to the following conditions:

- a. Disclosure of Pressurized System Defects; “As-Is” Acceptance; DWCCC Liability for Nondisclosure. Except as otherwise provided herein, DWCCC makes no warranties, express or implied, of any kind or nature concerning the Pressurized System. Rather, the City accepts the Pressurized System “as is, where is.” Prior to the transfer of the Pressurized System, DWCCC shall notify the City in writing of any and all defects, issues, liabilities, or concerning conditions that relate to the Pressurized System and were known to DWCCC or should have been reasonably known. Any failure by DWCCC to disclose such matters shall constitute a material breach of this Agreement.
- b. Training, Transition Assistance, and Inspection Rights. DWCCC shall assist the City in identifying, locating, and understanding the Transferred Pressurized System and its operation, management, and maintenance history and needs for the 2026 water season, including providing up to twelve (12) training hours to the City for this purpose. DWCCC will invoice the City at its standard hourly rates for any training that is requested by the City in excess of the twelve (12) training hours provided for herein. The City shall remit payment for each invoice to DWCCC within thirty (30) days of receipt.
- c. City Operational Authority After Transfer. After the Transfer, the City shall at its sole discretion adopt such policies, procedures, rules, or ordinances for the management, operation, maintenance, and protection of the Transferred Pressurized System provided however, that all such policies, procedures, rules, or ordinances shall be consistent with the terms of this Agreement.
- d. DWCCC Delivery of Documents and Obligations. DWCCC shall provide all documents and perform all its obligations listed in Exhibit E, which is attached hereto and incorporated by this reference.
- e. Scope of Transfer; Excluded Facilities. The Transfer only applies to the Transferred Pressurized System as shown on Exhibit A. The Transfer excludes all other DWCCC infrastructure, facilities, and equipment. In particular, the Transfer excludes (i) the Church Street Reservoir and Transmission Line in Fairfield Road and any connections to such Transmission Line, (ii) the telemetry equipment near the delivery point that is described in Section 10(a); and (iii) the telemetry equipment located at 630 North, 2200 West, Layton, Utah.

- f. Ownership and Condition of Pressurized System. DWCCC represents and warrants that it is the lawful owner of the Pressurized System. DWCCC further represents to the City as follows:
- i. Debt and Encumbrances. DWCCC represents that the Pressurized System, and all assets, easements, rights-of-way, and property interests associated with it, are being transferred to the City free and clear of all debts, liens, taxes, assessments, security interests, pledges, claims (pending or threatened), encumbrances, obligations, or liabilities of any kind. DWCCC has not created or permitted any lien, encumbrance, easement, license, or third party right affecting the Transferred Pressurized System except as expressly disclosed to the City in writing.
 - ii. Easement Sufficiency. DWCCC has operated and maintained the Pressurized System through the use of easements, rights-of-way (recorded or unrecorded), licenses, access rights, prescriptive rights or rights acquired through historical use, and other property interests associated with the Transferred Pressurized System (“Transferred Easements”) for a minimum of twenty four (24) years.
 - iii. Cooperation Regarding Future Easements. If, after the Transfer, the City determines that additional easements, rights-of-way, or access rights are necessary to operate, maintain, or replace any component of the Transferred Pressurized System, DWCCC shall reasonably cooperate with the City to obtain such rights, including providing letters of support, historical-use documentation, or other assistance as reasonably requested by the City. Nothing in this section requires DWCCC to incur out-of-pocket costs unless mutually agreed in writing.
 - iv. Environmental Conditions. To the best of DWCCC’s knowledge, the Transferred Pressurized System and associated facilities are not the subject of any environmental claims, notices, violations, spills, contamination hazards, or regulated materials requiring remediation under federal, state, or local law. DWCCC has disclosed to the City any hazardous materials, asbestos-containing materials, contaminated soils, or environmental conditions associated with the Pressurized System and known to DWCCC as of the Effective Date.
- g. Accuracy of Information Provided. All maps, plans, drawings, as-builts, maintenance records, operational information, and other documents provided by DWCCC to the City are, to the best of DWCCC’s knowledge, accurate in all material respects.
- h. Continuing Duty to Disclose Conditions and Provide Records. DWCCC shall have a continuing duty to promptly notify the City in writing if it becomes aware of any fact, condition, or circumstance that makes any of the above representations inaccurate or incomplete. DWCCC shall have a continuing duty to provide information such as purchase records, material type, environmental conditions,

maintenance history, break history, repair records and other records necessary for the City to maintain and operate the Transferred Pressurized System.

- i. Access to Telemetry Data and Meters. DWCCC uses the telemetry equipment described in Section 2(e)(ii)-(iii) to collect data from meters located near the delivery point that is described in Section 10(a) and at 630 North, 2200 West, Layton, Utah. The meters described herein are part of the Transferred Pressurized System. DWCCC agrees to (i) provide data from the telemetry equipment to the City in a manner selected by DWCCC or (ii) the City may connect City telemetry equipment to the meters described herein; provided, however, that the City telemetry equipment shall not interfere with DWCCC's telemetry equipment. Because DWCCC's telemetry equipment is essential to its operations, the City agrees to permit DWCCC to connect telemetry equipment (or similar data collection and communication equipment), for the purpose of data collection, to the meters described herein in perpetuity.
3. **Retention and Use of the Canal, Reservoirs, and Transmission Lines.** DWCCC will retain all its right, title, and interest in, and responsibility for, everything it owns that is not part of the Transfer, including the canal, reservoirs, transmission lines, telemetry equipment, and associated real property interests.
 - a. City Responsibility for the Transferred Pressurized System. Except as provided in Section 1 and 2(e), it is expressly understood and agreed that the City shall have full responsibility and liability for the regulation and distribution of water in, and operation and maintenance of, the Transferred Pressurized System once the Transfer is complete, and DWCCC shall have no responsibility or liability for such regulation, distribution, delivery, operation or maintenance after the Transfer.
 - b. No Warranty Regarding Water Availability. DWCCC makes no warranties or representations concerning the availability of water to the City Irrigation System (including the Transferred Pressurized System) and the City understands and agrees that water availability depends on the physically and legally available water supply.
 - c. DWCCC Delivery of Water to the Transferred System. After the Transfer, DWCCC shall provide water to the Transferred Pressurized System for the City and Hybrid Users at the 23 East Turnout, as shown in Exhibit A. DWCCC shall supply water to the City and Hybrid Users in accordance with its Articles of Incorporation and Bylaws.
4. **Rights of Way and Easements.** Upon and as part of the Transfer, DWCCC shall assign all rights-of-way and easements (including prescriptive) underlying the Pressurized System ("Transferred Easements") to the City using the form of assignment attached as Exhibit F which is attached hereto and incorporated by this reference. After the Transfer, the City shall own and manage any and all Transferred Easements. Upon the Transfer, DWCCC shall have no further responsibility or liability for any Transferred Easements, or lack of rights-of-way or easements, and the City shall release, indemnify, and hold harmless DWCCC from any claims and liabilities (including attorney's fees and costs) that arise related to the Transferred Easements, or lack of rights-of-way or easements. DWCCC makes no warranties or representations concerning the existence

of, terms, condition, or other aspects of the Transferred Easements. Rather, the City accepts any and all Transferred Easements “as is, where is.” Upon request from the City, DWCCC shall assist the City in identifying all such rights-of-way or easements associated with the Transferred Pressurized System.

5. Bilateral Contract, Trilateral Contract, and Purchase Contracts.

- a. Termination of Bilateral Contract. As of the Effective Date, the Bilateral Contract shall terminate and have no further force or effect.
- b. Assignment of Trilateral Contract. Contemporaneous with execution of this Agreement, the Parties shall cooperate with Weber Basin to execute an assignment of the Trilateral Contract rights, obligations, and liabilities of the Company to the City in the form attached as Exhibit G, which is attached hereto and incorporated by this reference.
- c. Assignment of Purchase Contracts. Contemporaneous with execution of this Agreement, the Parties shall execute an assignment of the Purchase Contracts from DWCCC to the City in the form attached as Exhibit H, which is attached hereto and incorporated by this reference. Upon assignment, the City shall assume all payment obligations to Weber Basin under the Purchase Contracts.

6. Disconnection of Transferred Pressurized System from DWCCC Secondary Water System. City shall disconnect the Transferred Pressurized System from the DWCCC secondary water system at the disconnection points shown on Exhibit A in coordination with DWCCC, and in compliance with the City and DWCCC standards and specifications for disconnections. So that DWCCC may commence water deliveries to its shareholders for the 2026 irrigation season, the disconnections shall be completed, and DWCCC’s retained infrastructure and facilities affected by the City’s disconnection work must be fully operational, prior to April 15, 2026, unless mutually agreed upon by both Parties in writing. The City shall provide DWCCC notice at least two weeks before it commences work to disconnect the Transferred Pressurized System. DWCCC will have inspection rights for any disconnection of the Transferred Pressurized System from infrastructure and facilities retained by DWCCC. City warrants the disconnection work against defects in workmanship and materials for one (1) year from the date the disconnection is made.

7. Salvage DWCCC Radios. The City will salvage any existing Sensus AMI radios installed on the Transferred Pressurized System when the City installs new radios for the City Irrigation System. The City will coordinate with DWCCC and deliver all salvaged radios to DWCCC.

8. Assessments. The City shall continue to pay shareholder assessments pursuant to DWCCC’s Articles and Bylaws and applicable law, including the Share Assessment Act, Utah Code Section 16-4-101, *et seq.*, as amended.

- 9. No Agency Relationship or Delegation.** Nothing in this Agreement shall be construed to create an agency relationship between the City and DWCCC. The City shall be solely responsible for the Transferred Pressurized System, now part of the City Irrigation System, and the delivery of secondary water to all properties currently connected to the Pressurized System and any properties added to the City Irrigation System after the Transfer. Any extension or modification of the Transferred Pressurized System after the Transfer shall be solely the City's responsibility and at the City's cost.
- 10. Scheduling and Delivery of Water and Emergencies or Shortages.** DWCCC shall deliver water to the City in accordance with DWCCC's Articles of Incorporation and Bylaws.
- a. Delivery Point from DWCCC Canal. DWCCC shall deliver water to the City Irrigation System (including the Transferred Pressurized System) at the delivery point from the DWCCC Canal located on Davis County Parcel No. 090170041 ("Delivery Point Property") and shown in Exhibit A. The Transferred Pressurized System includes the Coanda intake screen at the delivery point.
 - b. License for City to Access Delivery Point. DWCCC grants the City a license to access the Delivery Point Property for the purpose of operation, maintenance, repair, and inspection of the Transferred Pressurized System. This license shall remain so long as the City owns and operates the Transferred Pressurized System. DWCCC grants the foregoing license without warranties. Upon written notice from DWCCC, the City shall repair any damage caused to the Delivery Point Property by the City, its staff, or contractors. The City understands that it will not be covered by DWCCC's insurance for the Delivery Point Property and the City may not claim any coverage under DWCCC's insurance policies, regardless of whether such policies may cover an incident or claim.
 - c. City Responsibility After Delivery; Coordination of Water Scheduling. The City shall be solely responsible for water once it enters the City Irrigation System (including the Transferred Pressurized System), including fulfilling the City's obligations under Section 1. Subject to DWCCC's Articles of Incorporation and Bylaws, the Parties shall coordinate scheduling and delivery of water to the City to minimize, to the extent commercially reasonable, the impacts resulting from shortages in water supply.
 - d. City Authority in Emergencies; Cooperation Between Parties. The City shall have sole authority to ration, declare an emergency, or otherwise regulate the distribution, delivery, and use of water by City customers. In the event of an emergency, the Parties shall reasonably cooperate to modify water deliveries in an effort to avoid personal injury or property damage.
 - e. City Responsibility for Customer Notifications. The City shall be solely responsible for providing notice to its customers of any water emergency or shortage and for enforcing any water use restrictions necessitated by such events.

- f. City Delivery of Water to DWCCC and Hybrid Users. In accordance with Section 1, the City shall convey water through the City Irrigation System, including the Transferred Pressurized System, for delivery to DWCCC and Hybrid Users at no cost. The City shall deliver water from the City Irrigation System to DWCCC at an existing energy dissipation structure owned by DWCCC or at such other location agreed upon by the Parties in writing. DWCCC shall be responsible for delivery of water to the Hybrid Users after the water leaves the City Irrigation System (including the Transferred Pressurized System). As development occurs, DWCCC and the City shall work together in good faith to coordinate the transition of delivery points to West Layton Ditch users.
 - g. City Not Liable After Water Leaves the Transferred System. The City shall not be liable for any water after it has exited the Transferred Pressurized System to DWCCC for the West Layton Ditch.
 - h. Billing Responsibilities After Transfer. DWCCC shall not bill Transferred Pressurized System users once the Transfer occurs. After the Transfer, Layton City shall bill Transferred Pressurized System users in the same manner as other customers of the City Irrigation System.
- 11. Compliance with Applicable Law, Regulation, and Permit Requirements.** Each Party, respectively, shall be solely responsible for complying with any and all laws, regulations, and permit requirements, in connection with the operation and maintenance of their respective water conveyance systems, as applicable. DWCCC represents that, to the best of its knowledge, the Transferred Pressurized System has been operated and maintained in material compliance with industry-standard maintenance practices. Upon request by the City, DWCCC shall provide the City with all existing regulatory reports, inspections, notices, or correspondence relating to system condition or compliance.
- 12. Status of Employees and Compensation.** DWCCC and City employees providing services pursuant to or consistent with the terms of this Agreement are solely the officers, agents, or employees of the employing entity. Subject to the City's obligations under Section 2, each Party is responsible for any and all liability for payment of all salaries, wages, or other compensation due or claimed to be due to its employees, including worker's compensation claims, and each Party shall hold the other harmless therefrom.
- 13. Indemnity.**
- a. City Indemnity Obligations. The City shall indemnify, defend, and hold harmless DWCCC and its officers, directors, employees, agents, representatives, and Board members from and against any and all third-party claims, demands, actions, damages, liabilities, losses, costs, or expenses (including reasonable attorney's fees and costs) that arise out of or relate to:
 - i. any breach or violation of this Agreement by the City; and/or

- ii. the use, operation, maintenance, repair, or replacement of the Transferred Pressurized System on and after the Transfer, except to the extent any such claim arises out of the negligence, misconduct, or recklessness of DWCCC; and/or
 - iii. the City's failure to fulfill its assumed obligations under the assigned Purchase Contracts; and/or
 - iv. the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or property that result from the City's access to, or activities on, the Delivery Point Property, except to the extent any such claim arises out of the negligence, misconduct, or recklessness of DWCCC.
 - b. DWCCC Indemnity Obligations. DWCCC shall indemnify, defend, and hold harmless the City and its officers, employees, agents, and representatives from and against any and all third-party claims, demands, actions, damages, liabilities, losses, costs, or expenses (including reasonable attorney's fees and costs) that arise out of or relate to:
 - i. any breach or violation of this Agreement by DWCCC; and/or
 - ii. Any act or omission, occurring prior to the Transfer Date, including without limitation any lawsuit, claim, demand, or liability of any kind arising from or relating to the ownership, operation, maintenance, repair, replacement, condition, or existence of the Pressurized System prior to the Transfer, regardless of when such claim is made or filed, except to the extent any such claim arises out of the negligence, misconduct, or recklessness of the City.
 - c. The indemnity obligations contained in this Section shall survive the Transfer and the termination, expiration, or completion of this Agreement.
- 14. **No Assignment.** Neither Party may assign its interest or duties under this Agreement without written agreement by the other Party.
- 15. **No Third-party Beneficiaries.** This Agreement does not and shall not confer any rights or remedies upon or to any person or entity not a party to this Agreement. As such, no third-party rights or benefits are intended.
- 16. **Utah Law Governs.** This Agreement shall be governed and construed solely in accordance with Utah law.
- 17. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement by and between the Parties and supersedes all prior agreements, representations, or understandings by and among them, whether written or oral, pertaining to the subject matter hereof. Any amendment to this Agreement must be written and signed by the Parties. Notwithstanding the foregoing, the administrators appointed in Section 25 may amend Exhibit C from time to time through a writing duly signed by each administrator. Notice of any amendment shall be provided to each Party in accordance with Section 28.

18. **Business Relationship.** This Agreement does not acknowledge the existence of or establish a partnership, joint venture, or any other form of business relationship between the Parties other than as expressly set forth herein, and this Agreement is limited solely to the purposes and interests expressed herein.
19. **Severability.** If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement; and the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.
20. **Construction.** As used herein, all words in any gender shall be deemed to include the masculine, feminine or neutral, all singular words shall include the plural, and all plural words shall include the singular, as the context may require. Section and subsection headings contained in this Agreement are inserted solely for convenience and organizational purposes. They do not define, limit, modify, or otherwise affect the meaning, scope, or intent of any provision of this Agreement and shall not be used in interpreting the Parties' rights or obligations.
21. **Force Majeure.** Performance by either Party shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine, restrictions, inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.
22. **Further Action.** The Parties agree to execute and deliver such additional documents and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.
23. **Counterparts.** This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof.
24. **Electronic Transmission.** The electronic transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed electronic transmission hereof shall be the same as delivery of an original.

- 25. Appointment of Administrators.** DWCCC appoints Richard (Rick) D. Smith, its current General Manager, as its administrator for all matters relating to DWCCC's rights and duties under this Agreement. The City appoints Alex R. Jensen, its current City Manager, as its representative and initial contact for all matters relating to City's rights and duties under this Agreement. Should either of the administrators named above cease to be employed by the represented Party, unless the said party otherwise notifies the other party in writing, the person who replaces the prior administrator shall become the new administrator for that Party for purposes of this Agreement. Either Party may, at any time, change the designation of its administrator by providing written notice to the other Party in the manner set forth in Section 28. The administrators shall cooperate to implement the terms of this Agreement.
- 26. Remedies.** In the event of a dispute or disagreement regarding any provision of this Agreement, the Parties reserve the right to pursue any and all remedies available under law or equity, including but not limited to, litigation, injunctive relief, specific performance, or other equitable relief. If any party to this Agreement brings legal action to enforce or interpret any provision contained herein, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees incurred in such action.
- 27. Incorporation of Recitals and Exhibits.** All recitals and exhibits are incorporated fully as part of this Agreement.
- 28. Notice.** Any notice required or desired to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, return receipt requested postage prepaid, to the Parties as follows:

To City: City Manager
 Layton City
 437 North Wasatch Drive
 Layton, Utah 84041

To DWCCC: General Manager
 Davis and Weber Counties Canal Company
 138 West 1300 North
 Sunset, Utah 84015

*** SIGNATURE & NOTARY PAGES TO FOLLOW ***

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed by their respective, duly authorized representatives as of the day and year first hereinabove written.

**DAVIS AND WEBER COUNTIES
CANAL COMPANY:**

SCOTT W. PAXMAN, President

STATE OF UTAH
 §
COUNTY OF DAVIS

On this ____ day of _____, 20____, personally appeared before me Scott W. Paxman, who being by me duly sworn did say that he is the President of Davis and Weber Counties Canal Company, and that the foregoing PRESSURIZED IRRIGATION SYSTEM TRANSFER AGREEMENT was signed in behalf of said Davis and Weber Counties Canal Company by authority, and he acknowledged to me that Davis and Weber Counties Canal Company executed the same.

NOTARY PUBLIC

LAYTON CITY:

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

STATE OF UTAH
 §
COUNTY OF DAVIS

On this _____ day of _____, 20____, personally appeared before me Joy Petro, who duly acknowledged to me that she is the Mayor of Layton City, and that the foregoing PRESSURIZED IRRIGATION SYSTEM TRANSFER AGREEMENT was signed by her in behalf of the City, and Joy Petro acknowledged to me the City executed the same.

NOTARY PUBLIC

Approved as to Form:

For: Jodye Sanders

City Attorney

Bill H. Jones

City Engineer

EXHIBIT B

Purchase Contracts

ContractID	City	InvoiceNotes	CustNm	AcreFt
94306	LAYTON	SHADYBROOK PARK #4	Davis & Weber Counties	3.8
94307	LAYTON	SHADYBROOK PARK #5	Davis & Weber Counties	9.5
94308	LAYTON	MAJOR ESTATES #1	Davis & Weber Counties	19.4
94318	LAYTON	MAJOR'S LEGACY	DAVIS & WEBER COUNTIES	14.1
94408	LAYTON	NES	DAVIS & WEBER COUNTIES	0.8
94600	LAYTON	VINEYARD PH 3	Davis & Weber Counties	8.6
94601	LAYTON	SHADYBROOK PARK	Davis & Weber Counties	20.5
94602	LAYTON	SWAN MEADOWS 3	Davis & Weber Counties	31.5
94603	LAYTON	SHADYBROOK #2	Davis & Weber Counties	4.2
94604	LAYTON	SHADYBROOK #3	Davis & Weber Counties	20.6
94605	LAYTON	SWAN MEADOWS 4	Davis & Weber Counties	21.6
94711	LAYTON	WAYNE ACRES	Davis & Weber Counties	0.9
94718	LAYTON	SWAN MEADOWS #4	Davis & Weber Counties	8.2

EXHIBIT C**HYBRID CUSTOMER LIST**

Name	Site Address	Parcel Tax ID#	Parcel Size (acre)
Daja Speth	1920 West Gordon Ave	100430040	1.25
Ray Huffaker	1940 West Gordon Ave	100430039	1.00
Ron Layton/Layton Farms	2022 West 1250 North	100430034	8.06
Ron Layton/Layton Farms	2022 West 1250 North	100430023	2.00
Elizabeth Vincent	993 North 2200 West	121090236	0.51
Paul Roberts	957 North 2200 West	121090176	0.41
Paul Roberts	957 North 2200 West	121090195	3.35
Paul Roberts	2241 West Gordon Ave	121090198	0.42
Jennie Crowley/Paul Roberts	827 North 2200 West	121090055	4.36
Jennie Crowley/Paul Roberts	827 North 2200 West	121090002	1.00
Jeff England	2261 W Gordon Ave	121090197	0.54
Buck Ekstrom	2283 W Gordon Ave	121090277	1.25
SDC Investments	2815 W (2843W) Gordon Ave	121090365	6.19
Christine Barker	2861 W Gordon Ave	121090280	0.94
Arthur Andreason	2881 West Gordon Ave	121090237	2.88
William Owen	2895 West Gordon Ave	121090242	1.80
Dunn/Gardner???	2915 West Gordon Ave	121090227	1.80
Nancy Faulkner (Nick?)	2939 West Gordon Ave	121090259	2.04
Cammi Gustaveson	2949 West Gordon Ave	121090341	2.87
Bowden	2995 West Gordon Ave	121090372	2.63
Dunaway	3003 West Gordon Ave	121090260	1.88
Hansen/Price	3023 West Gordon Ave	121090228	0.47
Hansen/Price	3023 West Gordon Ave	121090031	1.12
Tyrone D. Mejia	3051 West Gordon Ave	121090229	1.11
Roger/Linda Ashment	3075 West Gordon Ave	121090241	0.88
UP&L	3101 West Gordon Ave	121090025	2.50
UP&L	3125 West Gordon Ave	121090024	2.50
UP&L	3151 West Gordon Ave	121090016	0.42
Scott Bone	3141 West Gordon Ave	121090022	1.53
SNR Enterprises	984 N 3200 West (south of dental office)	121090349	1.99
DFP Property Management	3225 West Gordon Ave	121580010	1.35
Ken Ciancone	3253 West Gordon Ave	121580005	0.62
Riley Olsen	3269 West Gordon Ave	121580004	0.73
Schenk	3277 West Gordon Ave	121580003	0.73
Brad Bubak	3303 West Gordon Ave	121580002	1.93
Brad Bubak	3333 West Gordon Ave	121580001	1.75
Aaron Williams	3345 West Gordon Ave	121080355	0.66
Bill & Donna Simmons	3389 West Gordon Ave	121080356	0.50
David Shields	3409 West Gordon Ave	121080256	0.62
Russell/Belinda Kuck	3435 West Gordon Ave	121080228	1.52

(continued)

Name	Site Address	Parcel Tax ID#	Parcel Size (acre)
Page, Dee S & Carol Ann R - Trustees	835 North 2700 West	121090148	5.92
Justin Page	815 North 2700 West	126570101	0.34
Page, Thomas H & Tyler R & Jason W & Zachary K AND Haderlie, Nicole C		121090282	5.54
Page/Tsushima, Carol Ann P - Trustee		121090150	5.92
Page, Dee S & Carol Ann R - Trustees		121090147	5.47
Page, Dee S & Carol Ann R - Trustees		121090151	0.45
Brad Page		121090322	5.58
Brad Page	768 N 3200 West	121090323	0.34
UP&L	685 North 2700 West	121090097	4.62
UP&L	685 North 2700 West	121090094	4.15
Stanford Layton	685 North 2700 West/684N 3200W	121090096	5.38
Stanford Layton	685 North 2700 West	121090095	5.85
Stevenson	1273 N 2200 West	120760058	1.91
Stevenson	1250 N 2200 West	120760067	1.35

EXHIBIT D
BILL OF SALE

FOR TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Davis and Weber Counties Canal Company (“DWCCC”) hereby quitclaims, transfers, and assigns to Layton City (“City”), all of DWCCC’s right, title, and interest in and to that certain Personal Property listed on the attached **Exhibit A**, located on the real property depicted on the attached **Exhibit B**. This transfer is made subject to the terms and conditions and rights and responsibilities explained in the PRESSURIZED IRRIGATION SYSTEM TRANSFER AGREEMENT LAYTON CITY AND DAVIS AND WEBER CANAL COMPANY dated _____ (“Transfer Agreement”). DWCCC makes no warranties, express or implied, of any kind or nature concerning the Personal Property. Rather, the City accepts the Personal Property “as-is, where-is” according to the terms of the Transfer Agreement.

DATED _____, 2026.

**DAVIS AND WEBER COUNTIES
CANAL COMPANY:**

SCOTT W. PAXMAN, President

STATE OF UTAH
 §
COUNTY OF DAVIS

On this ____ day of _____, 20____, personally appeared before me Scott W. Paxman, who being by me duly sworn did say that he is the President of Davis and Weber Counties Canal Company, and that the foregoing PRESSURIZED IRRIGATION SYSTEM TRANSFER AGREEMENT was signed in behalf of said Davis and Weber Counties Canal Company by authority, and he acknowledged to me that Davis and Weber Counties Canal Company executed the same.

NOTARY PUBLIC

**EXHIBIT A
TO
EXHIBIT D
BILL OF SALE**

(Personal Property)

The portions of a pressurized secondary water system that consists of approximately twenty-three (23) linear miles of pipes and piped service laterals, valves, drains, meters, and dry lines that is located on the real property depicted in Exhibit B and that serves approximately thirty-five subdivisions (and approximately 1,350 connections) within the City.

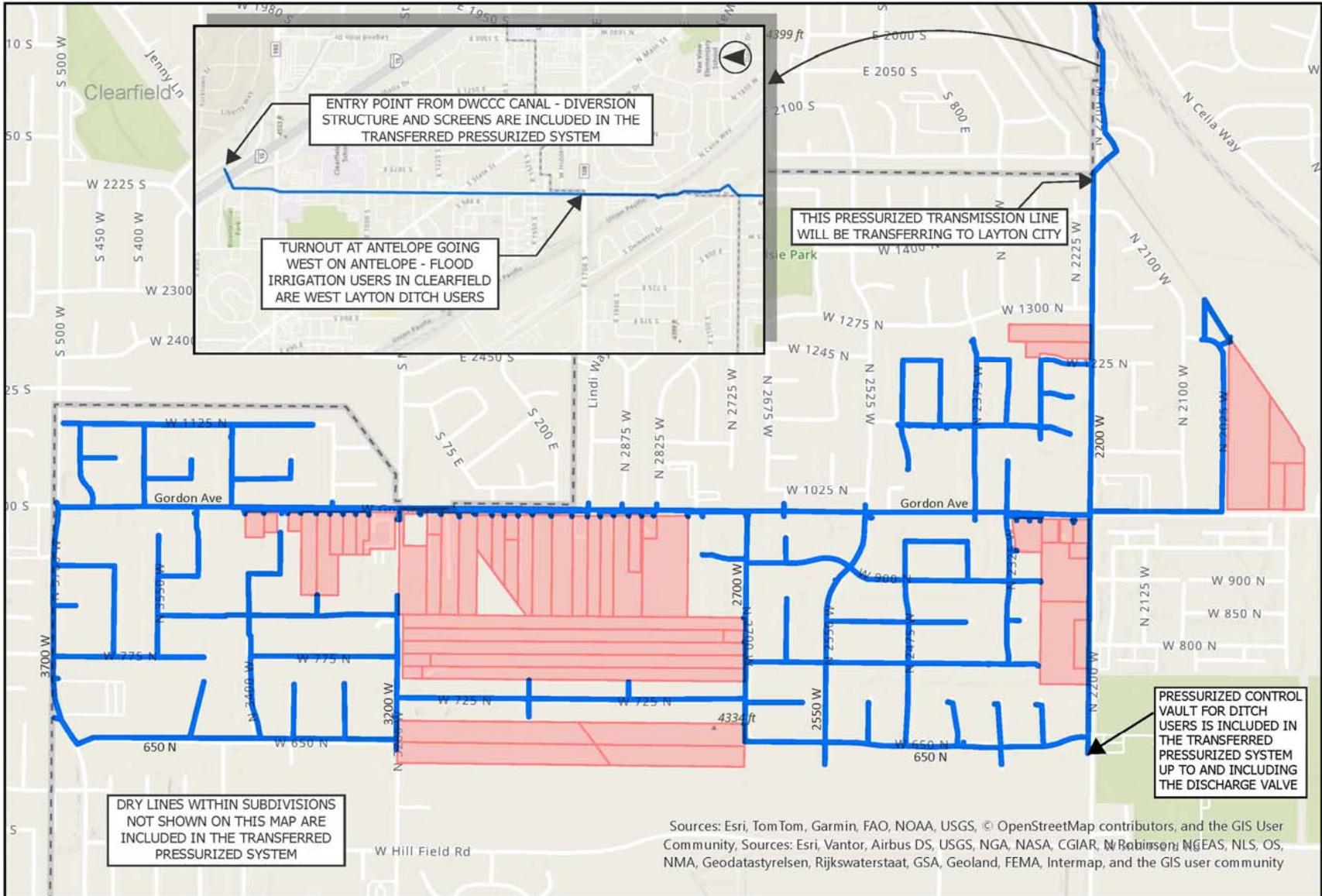
**EXHIBIT B
TO
EXHIBIT D
BILL OF SALE**

(Real Property)

The real property on which the Personal Property is located is situated in Davis County, Utah and is depicted as follows:

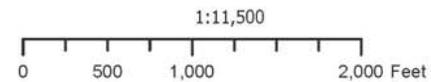
DWCCC PRESSURIZED IRRIGATION SYSTEM TRANSFER AGREEMENT
EXHIBIT A-1 MAP OF WEST LAYTON SYSTEM
EXHIBIT A OF EXHIBIT B – BILL OF SALE

EXHIBIT A – MAP OF WEST LAYTON SYSTEM



Pressurized System West Layton

- Layton City Boundary
- LC Pressurized System Disconnection Point
- Hybrid Users
- Pressurized Lines being transferred to Layton City
- DWCCC Transmission Lines
- DWCCC Other Lines



DWCCC PRESSURIZED IRRIGATION SYSTEM TRANSFER AGREEMENT
EXHIBIT A-2 MAP OF WEST LAYTON SYSTEM
EXHIBIT A OF EXHIBIT B – BILL OF SALE

EXHIBIT E

Conditions Precedent

DWCCC Responsibilities. Given the nature of this Agreement, and by virtue of the fact that all functions related to the administration and operation of the Pressurized System are being transferred to City (including title to the Pressurized System, contract management, billing, capital improvements, etc.) the Parties agree as follows:

DWCCC shall provide, to the extent possible, all documents necessary that are connected with or arise from the administration of the Pressurized System, including but not limited to:

- a) Copies of all contracts related to obligations arising from the DWCCC Pressurized System in Layton City (e.g., interlocal agreements, cooperative agreements, storm water agreements, debt agreements, warranty or other deeds, shared management agreements, etc.).
- b) Copies of all location and other maps whether digital or hard copy, operation policies and procedures, system specifications, maintenance and service records, and any and all other documentation in the possession of DWCCC, including GIS and telemetry data and information, as shall be necessary and available so as to enable the City to manage, operate, maintain, and repair the Pressurized System.

EXHIBIT F

ASSIGNMENT OF EASEMENTS

This ASSIGNMENT OF EASEMENTS (“Assignment”) is made as of the _____ day of _____ 20__ (“**Effective Date**”), by Layton City (“the **City**”) and Davis and Weber Counties Canal Company (“**DWCCC**”). The City and DWCCC are referred to individually as “Party” or together as the “Parties.”

A. The Parties entered that certain Pressurized Irrigation System Transfer Agreement dated _____ (“**Transfer Agreement**”).

B. DWCCC is the owner of that certain pressurized secondary water system which consists of approximately twenty-three (23) linear miles of pipes and piped service laterals, valves, regulators, drains, and meters, serving approximately thirty-five subdivisions (and approximately 1,350 connections) in the City as shown on **Exhibit A (“Pressurized System”)**.

C. Easements and rights of way associated with the historic West Layton Ditch underlie the Pressurized System (“**Easements**”).

D. DWCCC desires to assign and the City desires to accept the Easements.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment of Easements.

1.1 Effective as of the Effective Date, DWCCC assigns any rights it may have to the Easements to the City. Notwithstanding the foregoing, DWCCC makes no representation or warranty as to the existence, terms, conditions, or any other aspects of the Easements.

1.2 Effective as of the Effective Date, the City accepts the assignment of the Easements. As of the Effective Date, DWCCC is hereby fully and unconditionally released from and relieved of any and all obligations related to the Easements.

2. ACQUISITION.

2.1 This acquisition is subject to the terms and conditions and rights and responsibilities explained in the Transfer Agreement.

3. Miscellaneous Provisions.

3.1 The provisions of this Assignment will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

3.2 This Assignment may not be modified or amended except by the written agreement of the Parties.

3.3 If any provision of this Assignment is held invalid, illegal, or unenforceable, then (i) such provision will be enforceable to the fullest extent permitted by applicable law, and (ii) the validity and enforceability of the other provisions of this Assignment will not be affected and all such provisions will remain in full force and effect.

3.4 This Assignment will be governed by and construed in accordance with the laws of the State of Utah (without regard to the principles thereof relating to conflicts of laws).

3.5 This Assignment may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Each Party may rely upon the signature of any other Party on this Assignment that is transmitted electronically as constituting a duly authorized, irrevocable, actual, current delivery of this Assignment.

[Signature & Notary Pages to Follow]

The Parties have executed this Assignment as of the Effective Date.

**DAVIS AND WEBER COUNTIES
CANAL COMPANY:**

SCOTT W. PAXMAN, President

STATE OF UTAH
 §
COUNTY OF DAVIS

On this _____ day of _____, 20___, personally appeared before me Scott W. Paxman, who being by me duly sworn did say that he is the President of Davis and Weber Counties Canal Company, and that the foregoing ASSIGNMENT OF EASEMENTS AGREEMENT was signed in behalf of said Davis and Weber Counties Canal Company by authority, and he acknowledged to me that Davis and Weber Counties Canal Company executed the same.

NOTARY PUBLIC

LAYTON CITY:

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

STATE OF UTAH

COUNTY OF DAVIS §

On this _____ day of _____, 20____, personally appeared before me Joy Petro, who duly acknowledged to me that she is the Mayor of Layton City, and that the foregoing ASSIGNMENT OF EASEMENTS AGREEMENT was signed by her in behalf of the City, and Joy Petro acknowledged to me the City executed the same.

NOTARY PUBLIC

Approved as to Form:

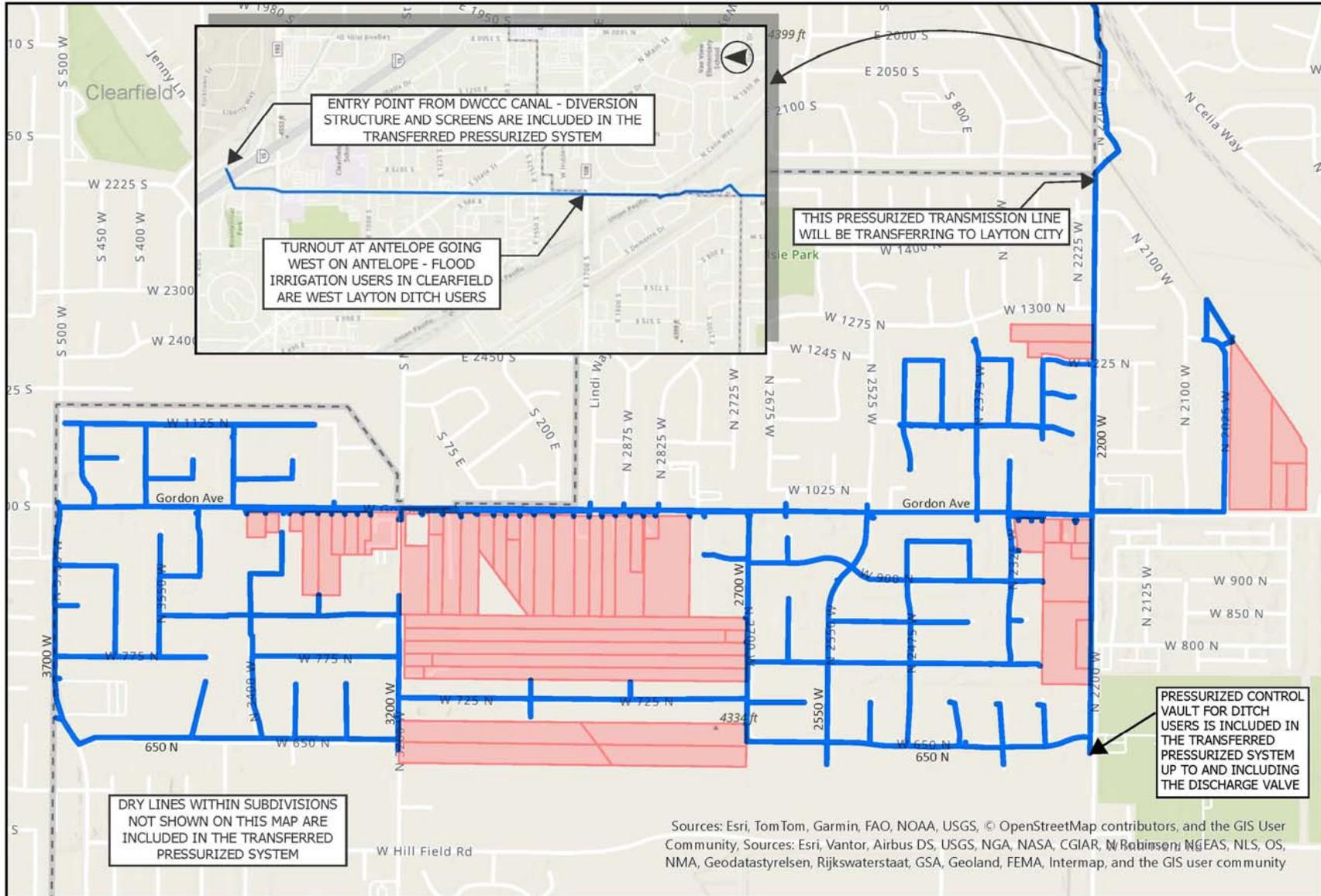
for: Judith Gardner
City Attorney

Brit H Jacobs
City Engineer

**EXHIBIT A
TO
EXHIBIT F
DEPICTION OF PRESSURIZED SYSTEM**

DWCCC PRESSURIZED IRRIGATION SYSTEM TRANSFER AGREEMENT
EXHIBIT F
EXHIBIT A OF EXHIBIT F – MAP OF WEST LAYTON SYSTEM

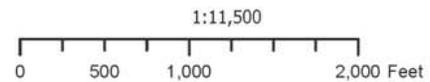
EXHIBIT A – MAP OF WEST LAYTON SYSTEM



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community. Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, W. Robinson, NG&AS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

Pressurized System West Layton

- Layton City Boundary
- LC Pressurized System Disconnection Point
- Hybrid Users
- Pressurized Lines being transferred to Layton City
- DWCCC Transmission Lines
- DWCCC Other Lines



DWCCC PRESSURIZED IRRIGATION SYSTEM TRANSFER AGREEMENT
EXHIBIT F
EXHIBIT A OF EXHIBIT F – MAP OF SOUTH LAYTON SYSTEM

EXHIBIT G

TRILATERAL ASSIGNMENT AGREEMENT

This Assignment Agreement is hereby effective on the ____ day of _____, 20____ (“**Effective Date**”) between Layton City (the “**City**”), Weber Basin Water Conservancy District (the “**District**”), and Davis & Weber Counties Canal Company (the “**Company**”) (referred to individually as a “**Party**” or collectively as the “**Parties**”).

RECITALS

WHEREAS, the City, District, and Company are parties to that certain Trilateral Agreement last executed July 14, 2005, under which each Party takes on certain rights and obligations related to delivery of water for development within the City (the “**Trilateral Agreement**”); and

WHEREAS, the Parties now wish to assign the Trilateral Agreement rights, obligations, and liabilities of the Company to the City in connection with that certain Pressurized Irrigation System Transfer Agreement between the City and Company (“**Transfer Agreement**”), signed contemporaneously with this Assignment Agreement, to reflect how the City delivers secondary irrigation water to its customers;

WHEREAS, the Parties intend that such assignment shall occur on the Effective Date; and

WHEREAS, the Parties further intend to release the Company from their respective obligations pursuant to the Trilateral Agreement;

NOW THEREFORE, in consideration of the mutual agreements set out below and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties hereby agree as follows:

AGREEMENT

- I. Assignment.** The Company’s obligations and associated purchase contracts in the Trilateral Agreement are assigned to the City as of the Effective Date, subject to the terms and conditions set forth herein.
- II. Release.** The Company is released from its obligation to observe and abide by the terms and conditions of the Trilateral Agreement. All Parties, for themselves, their agents, representatives, successors, and assigns, hereby release and discharge the Company and all employees, agents, officers, directors, Board members, shareholders, members, managers, partners, contractors, successors, and assigns of the Company (the “**Released Party**”) from any and all liabilities, damages, whether to person or property, claims, causes of action, known or unknown, duties, obligations, costs, and expenses of any kind arising from or in any way connected to the Trilateral Agreement as of the Effective Date.

- III. **Successors.** All of the terms and conditions of this Assignment Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.
- IV. **Recitals.** The recitals above are true and accurate and hereby incorporated as a part of this Assignment Agreement.
- V. **Voluntary Agreement.** The Parties have read this Assignment Agreement, and freely and voluntarily agree to be bound by its terms and conditions.
- VI. **Entire Agreement.** This Assignment Agreement contains the entire agreement of the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, and negotiations, oral and written, concerning the subject matter hereof.
- VII. **Severability.** If, for any reason, a court of competent jurisdiction finds any term, condition, or covenant of this Assignment Agreement, or any portion thereof, to be unenforceable, such provision shall be enforced to the maximum extent then permissible so as to implement the intention of the Parties, and the remainder of this Assignment Agreement shall remain in full force and effect.
- VIII. **No Waiver.** The failure of any Party to assert any of the terms, covenants, or conditions of this Assignment Agreement for any period of time shall not be construed or deemed to be a waiver of any such right. Any waiver must be in writing.
- IX. **Counterparts.** This Assignment Agreement may be executed in any number of counterparts, which all such counterparts shall together constitute one instrument.
- X. **Subject to Transfer Agreement.** This assignment is made subject to the terms and conditions and rights and responsibilities explained in the Transfer Agreement dated _____.

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement as of the Effective Date herein.

LAYTON CITY:

JOY PETRO, Mayor
I have authority to bind the City.

ATTEST:

KIMBERLY S READ, City Recorder

STATE OF UTAH
 §
COUNTY OF DAVIS

On this _____ day of _____, 20____, personally appeared before me Joy Petro, who duly acknowledged to me that she is the Mayor of Layton City, and that the foregoing TRILATERAL ASSIGNMENT AGREEMENT was signed by her in behalf of the City, and Joy Petro acknowledged to me the City executed the same.

NOTARY PUBLIC

Approved as to Form:

For: Judym Sanders
City Attorney

Bill H Jards
City Engineer

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement as of the Effective Date herein.

**WEBER BASIN WATER
CONSERVANCY DISTRICT:**

SCOTT W. PAXMAN, General Manager
I have authority to bind the District.

STATE OF UTAH
 §
COUNTY OF DAVIS

On this _____ day of _____, 20___, personally appeared before me Scott W. Paxman, who being by me duly sworn did say that he is the General Manager of Weber Basin Water Conservancy District, and that the foregoing TRILATERAL ASSIGNMENT AGREEMENT was signed in behalf of said Weber Basin Water Conservancy District by authority, and he acknowledged to me that Weber Basin Water Conservancy District executed the same.

NOTARY PUBLIC

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement as of the Effective Date herein.

**DAVIS AND WEBER COUNTIES
CANAL COMPANY:**

ROBERT WHITELEY, Vice President
I have authority to bind the Company

STATE OF UTAH
 §
COUNTY OF DAVIS

On this _____ day of _____, 20___, personally appeared before me Robert Whiteley, who being by me duly sworn did say that he is the Vice President of Davis and Weber Counties Canal Company, and that the foregoing TRILATERAL ASSIGNMENT AGREEMENT was signed in behalf of said Davis and Weber Counties Canal Company by authority, and he acknowledged to me that Davis and Weber Counties Canal Company executed the same.

NOTARY PUBLIC

EXHIBIT H

ASSIGNMENT OF PURCHASE CONTRACTS

This ASSIGNMENT OF PURCHASE CONTRACTS (“Assignment”) is made as of the _____ day of _____, 2026 (“Effective Date”), by Layton City (“the City”) and Davis and Weber Counties Canal Company (“DWCCC”). The City and DWCCC are referred to individually as “Party” or together as the “Parties.”

A. The Parties entered that certain Pressurized Irrigation System Transfer Agreement dated _____ (“**Transfer Agreement**”).

B. DWCCC, Weber Basin Water Conservancy District (“**Weber Basin**”), and the City are parties to that certain Agreement executed on July 14, 2005, which relates to the delivery of water to development within the City (“**Trilateral Contract**”).

C. DWCCC and Weber Basin, in turn, entered into multiple contracts related to the sale and use of untreated water and untreated reserved water by particular developments within the City (“**Purchase Contracts**”), as shown on **Exhibit A**.

D. DWCCC desires to assign, and the City desires to assume and be bound by, the provisions of those Purchase Contracts, and the City shall be responsible for all of DWCCC’s rights, obligations, and liabilities thereunder.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment of Purchase Contracts.**

1.1. Effective as of the Effective Date, DWCCC irrevocably assigns, transfers, and conveys to the City all rights, obligations, and liabilities under and to the Purchase Contracts.

1.2. Effective as of the Effective Date, the City accepts the assignment of the Purchase Contracts. As of the Effective Date, the City is hereby responsible for all of DWCCC’s rights, obligations, and liabilities under the Purchase Contracts, and DWCCC is hereby fully released from and relieved of the same.

2. **Subject to Transfer Agreement.** This assignment is made subject to the terms and conditions and rights and responsibilities explained in the Transfer Agreement.

3. **Miscellaneous Provisions.**

3.1 The provisions of this Assignment will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

3.2 This Assignment may not be modified or amended except by the written agreement of the Parties.

3.3 If any provision of this Assignment is held invalid, illegal, or unenforceable, then (i) such provision will be enforceable to the fullest extent permitted by applicable law, and (ii) the validity and enforceability of the other provisions of this Assignment will not be affected and all such provisions will remain in full force and effect.

3.4 This Assignment will be governed by and construed in accordance with the laws of the State of Utah (without regard to the principles thereof relating to conflicts of laws).

3.5 This Assignment may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Each Party may rely upon the signature of any other Party on this Assignment that is transmitted electronically as constituting a duly authorized, irrevocable, actual, current delivery of this Assignment.

3.6 Each Party agrees to execute and deliver such additional documents as may reasonably be required to effectuate this transaction fully, as long as the terms thereof are consistent with the terms of this Assignment, including a recorded notice of this assignment.

[Signature & Notary Pages to Follow]

The Parties have executed this Assignment as of the Effective Date.

**DAVIS AND WEBER COUNTIES
CANAL COMPANY:**

SCOTT W. PAXMAN, President

STATE OF UTAH
 §
COUNTY OF DAVIS

On this ____ day of _____, 20____, personally appeared before me Scott W. Paxman, who being by me duly sworn did say that he is the President of Davis and Weber Counties Canal Company, and that the foregoing ASSIGNMENT OF PURCHASE CONTRACTS was signed in behalf of said Davis and Weber Counties Canal Company by authority, and he acknowledged to me that Davis and Weber Counties Canal Company executed the same.

NOTARY PUBLIC

LAYTON CITY:

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

STATE OF UTAH
COUNTY OF DAVIS §

On this _____ day of _____, 20____, personally appeared before me Joy Petro, who duly acknowledged to me that she is the Mayor of Layton City, and that the foregoing ASSIGNMENT OF PURCHASE CONTRACTS was signed by her in behalf of the City, and Joy Petro acknowledged to me the City executed the same.

NOTARY PUBLIC

Approved as to Form:

For: Jodyne Sanders
City Attorney

B. H. Jobs
City Engineer

EXHIBIT A

Purchase Contracts

ContractID	City	InvoiceNotes	CustNm	AcreFt
94306	LAYTON	SHADYBROOK PARK #4	Davis & Weber Counties	3.8
94307	LAYTON	SHADYBROOK PARK #5	Davis & Weber Counties	9.5
94308	LAYTON	MAJOR ESTATES #1	Davis & Weber Counties	19.4
94318	LAYTON	MAJOR'S LEGACY	DAVIS & WEBER COUNTIES	14.1
94408	LAYTON	NES	DAVIS & WEBER COUNTIES	0.8
94600	LAYTON	VINEYARD PH 3	Davis & Weber Counties	8.6
94601	LAYTON	SHADYBROOK PARK	Davis & Weber Counties	20.5
94602	LAYTON	SWAN MEADOWS 3	Davis & Weber Counties	31.5
94603	LAYTON	SHADYBROOK #2	Davis & Weber Counties	4.2
94604	LAYTON	SHADYBROOK #3	Davis & Weber Counties	20.6
94605	LAYTON	SWAN MEADOWS 4	Davis & Weber Counties	21.6
94711	LAYTON	WAYNE ACRES	Davis & Weber Counties	0.9
94718	LAYTON	SWAN MEADOWS #4	Davis & Weber Counties	8.2

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

Item Number: 5.D.

Subject:

Approving an Agreement, Amending the Existing Right-of-Way and Easement Agreements between Layton City and Questar Gas Company, dba Enbridge Gas, Utah – Resolution 26-12 – Along the West Side of the Bamberger Trail, Paralleling I-15, from Approximately West Gentile Street to 400 West

Background:

The existing Right-of-Way and Easement Agreements (Prior Easements), between Layton City and Questar Gas Company, dba Enbridge Gas, Utah (Enbridge), were recorded in the Davis County Recorder's office on April 24, 1957, and January 14, 1958, respectively. Enbridge is currently undertaking a replacement project to replace the existing 20-inch natural gas pipeline with a new 24-inch natural gas pipeline (Gas Line Project) to meet the demands in the area. The alignment in one section of the Prior Easements needs to be modified to accommodate the Gas Line Project.

Alternatives:

Alternatives are to: 1) Adopt Resolution 26-12 approving the Amendment to Right-of-Way and Easement Agreements between Layton City and Questar Gas Company, dba Enbridge Gas, Utah; 2) Adopt Resolution 26-12 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 26-12 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 26-12 approving the Amendment to Right-of-Way and Easement Agreements between Layton City and Questar Gas Company, dba Enbridge Gas, Utah, and authorizing the Mayor to sign the necessary documents.

RESOLUTION 26-12

A RESOLUTION APPROVING AN AGREEMENT AMENDING THE EXISTING RIGHT-OF-WAY AND EASEMENT AGREEMENTS, WITH QUESTAR GAS COMPANY DBA ENBRIDGE GAS UTAH

WHEREAS, the existing Right-of-Way and Easement Agreements (Prior Easements), between Layton City (City) and Questar Gas Company dba Enbridge Gas Utah (Enbridge), were recorded in the Davis County Recorder's office on April 24, 1957 and January 14, 1958 respectively. The easement runs along the west side of the Bamberger Trail that parallels I-15 from approximately West Gentile Street to 400 West; and

WHEREAS, Enbridge is currently undertaking a replacement project to replace and abandon the existing natural gas pipeline with a new natural gas pipeline (Gas Line Project); and

WHEREAS, the alignment in one section of the Prior Easement needs to be modified to fully accommodate the Gas Line Project; and

WHEREAS, due to the age of the existing right-of-way and easement agreements, and the need to realign a section of the Prior Easements, to accommodate the Gas Line Project, the parties have agreed to the terms and conditions contained in the Amendment to the Right-of-Way and Easement Agreements between the City and Enbridge; and

WHEREAS, the City Council of Layton City deems it to be in the best interest of the City to approve the agreement amending the existing Right-of-Way and Easement Agreements.

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

1. That the Amendment to Right-of-Way and Easement Agreements, between Layton City and Questar Gas Company dba Enbridge Gas Utah, which are attached hereto and incorporated herein by this reference, be approved and granted.
2. That the Mayor or City Manager are authorized to execute the necessary documents and any additional documents or contracts forthcoming in relation to the Right-of-Way and Easement Agreements, between Layton City and Questar Gas Company dba Enbridge Gas Utah.
3. This Resolution shall become effective immediately upon adoption by the City Council.

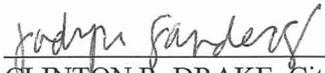
PASSED AND ADOPTED by the City Council of Layton, Utah this **19th** day of **February, 2026.**

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

For: 

CLINTON R. DRAKE, City Attorney



STEPHEN JACKSON, Department Director

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
FL122-Layton City Esmt.amb

DOCUMENT WAS
RECEIVED FROM AN
OUTSIDE SOURCE

Space above for County Recorder's use
Parcel I.D. # 100870002, 100900007

Amendment to Right-of-Way and Easement Agreements

RW# _____

This Amended Right-of-Way and Easement Agreement ("**Agreement**") is entered into this _____ day of _____, 20____, between LAYTON CITY CORPORATION, a body politic of the State of Utah, with an address of 437 N. Wasatch Dr., Layton, UT 84041 ("**Grantor**") and QUESTAR GAS COMPANY dba ENBRIDGE GAS UTAH, a Utah corporation, with an address of 333 South State Street, Salt Lake City, Utah 84111 ("**Grantee**").

RECITALS

A. Grantee has existing Rights-of-Way and Easements over, through and across property pursuant to that certain Right-of-Way and Easement Grant dated January 14, 1958 and recorded in the Davis County Recorder's Office in Book 136, at Pages 290-293 AND Right-of-Way Agreement dated April 24, 1957 and recorded in the Davis County Recorder's Office in Book 123, Pages 242-246, (the "**Prior Easements**"), which fee interests are now owned in part by Grantor.

B. Grantee is currently undertaking a replacement project whereby it will replace and abandon an existing natural gas pipeline and related facilities with a new natural gas pipeline and related facilities within the Prior Easements.

C. The purpose of this Agreement is to amend certain terms and conditions of the Prior Easements to accommodate Grantees replacement project (as amended herein, the Prior Easements together with this Agreement shall be referred to as the "**Easement**").

D. The Prior Easements span a large area and not all of the area covered by the Prior Easements is owned by Grantor, therefore it is the intent of the Parties that this Agreement only modify the Prior Easements to the extent it covers the Property, as defined elsewhere herein, which Property is now owned in fee by Grantor.

AMENDMENT OF PRIOR EASEMENTS

Now therefore, in consideration of the promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Limitation of Amendment. This Agreement only amends the Prior Easements as to those portions of land which are now owned in fee by Grantor, which lands are situated in Davis County, Utah and are more particularly described as follows:

SEE EXHIBIT “A,” attached hereto and by this reference incorporated herein.

(the lands described on Exhibit “A” are referred to herein as the “**Property**”). To the extent the legal descriptions of the Property herein differ from those described in the Prior Easements, the legal descriptions contained in this Agreement shall control and shall replace and supersede those in the Prior Easements. Grantee does hereby release and relinquish to Grantor any rights it may have upon lands owned by Grantor outside of the Property due to any incorrect legal descriptions contained in the Prior Easements.

2. Grant of Right-of-Way and Easement. In order to facilitate Grantee’s replacement project, the Prior Easements are hereby amended, and Grantor does hereby grant unto Grantee, a perpetual right-of-way and easement to lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace, or abandon in place, any size natural gas pipelines, whether one or more, together with valves, valve boxes, cathodic monitoring and mitigation facilities (collectively the “Facilities”), through and across the Property. The width of the Prior Easements shall remain unchanged at 30 feet, being 15 feet on either side of the described centerline.

3. Access. The Easement shall carry with it the right to use any available access roads for the purpose of conducting the foregoing activities. Grantee, following any construction or maintenance of the Facilities, shall restore the Property to as near as practicable the condition prior to construction.

4. Use of Property. Without limiting the generality of anything else herein, the rights granted and defined under the Easement are subject to the following terms, conditions, provisions, limitations, restrictions, and agreements:

a. It is expressly agreed by Grantor and Grantee that any existing improvements upon the Property are permitted. All future improvements continue to be governed under the Prior Easements.

b. Grantee shall not alter, block, or change the public’s use or enjoyment of the trail corridor, except during reasonable periods necessary for repair, maintenance, or construction on the Facilities. During any such period, Grantee shall make reasonable efforts to ensure public use has alternative accommodations for access around the area blocked or restricted.

c. Grantor shall not change the contour within the Property without prior written consent of Grantee.

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

e. Grantor shall not place personal property within the Property that impairs the maintenance or operation of the Facilities.

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

g. Grantee shall provide notice 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, the Facilities installed.

h. Grantee shall be responsible at its sole cost for repair to any damages made to the trail during construction, maintenance, repair, removal, or replacement of the Facilities.

5. Effect on Prior Agreement. In the event of a conflict between the Prior Easements and this Agreement, the terms of this Agreement shall govern. Any terms not expressly amended herein shall remain valid and in full force and effect.

6. Runs with the Land. This Agreement and the obligations and benefits provided herein shall at all times be deemed to be and shall be continuing covenants running with the land and shall be binding upon and inure to the benefit of the successors and assigns of Grantor and Grantee. References in this Agreement to "Grantor" and to "Grantee" shall include their respective successors and assigns.

7. No Further Representations. It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

8. No Further Modifications. Nothing in this Agreement is intended to alter any rights outside the Property. All rights held by Grantor and Grantee outside the Property are intended to remain in full force and effect.

The Easement is granted by Grantor and accepted by Grantee subject to all the foregoing terms and conditions, and each party agrees to fully comply with, perform, and carry out the same on its part.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement this ____ day of _____ 20____.

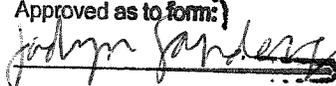
Layton City Corporation

ATTEST:

_____, Secretary

By: _____
JOY PETRO, Mayor

(SEAL)

Approved as to form:


STATE OF UTAH)
) ss.
COUNTY OF _____)

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

Notary Public

ENBRIDGE GAS UTAH

By: Will Schwarzenbach
Its: Director – Construction, Design and Capital
Projects

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On the ____ day of _____, 20__, personally appeared before me _____, who, being duly sworn, did say that he is Authorized Representative of QUESTAR GAS COMPANY dba ENBRIDGE GAS UTAH, and that the foregoing instrument was signed on behalf of said corporation.

Notary Public

EXHIBIT A

FL-122 Segment 1 Proposed Gas Easement

2-9-2026

An easement 30.00 feet wide, being situate in the Southwest Quarter of Section 21 and the East Half of Section 20, Township 4 North, Range 1 West, Salt Lake Base and Meridian, lying 15.00 feet on each side of the following described line:

Beginning at a point on the northerly right of way line of Gentile Street being 1650.73 feet South 89°20'50" East along the south line of said Section 21 and 56.44 feet North 00°39'10" East from the Southwest corner of said Section 21, and running thence North 42°29'25" West 911.03 feet; thence northwesterly 683.23 feet along the arc of a 5506.39 foot radius curve to the right, through a central angle of 7°06'33", chord bears North 38°22'00" West 682.79 feet; thence North 34°50'27" West 48.94 feet; thence North 51°54'29" East 18.11 feet; thence North 35°08'45" West 186.80 feet; thence South 53°34'49" West 22.09 feet; thence North 34°50'27" West 833.11 feet; thence North 34°46'06" West 54.24 feet; thence North 35°02'14" West 20.01 feet; thence North 34°50'27" West 2038.53 feet; thence North 30°54'24" West 14.96 feet; thence North 29°29'42" West 65.63 feet; thence North 29°26'27" West 67.16 feet; thence North 29°36'18" West 65.19 feet; thence North 28°59'01" West 49.03 feet to the west right of way line of 400 West Street to a point being South 46°39'30" East 1751.61 feet from the North Quarter corner of said Section 20 and the Point of Terminus.

The above described easement contains 152,293 square feet or 3.496 acres.

Together with an easement within a portion of Church Street right-of-way to include the existing gas pipeline to be abandoned, being situate in the Southwest Quarter of Section 21, Township 4 North, Range 1 West, Salt Lake Base and Meridian, more particularly defined as follows:

Beginning at a point on the easterly right of way line of I-15 being 453.42 feet South 89°20'50" East along the south line of said Section 21 and 1419.77 feet North 00°39'10" East from the Southwest corner of said Section 21, and running thence North 53°34'49" East 22.17 feet; thence South 35°08'45" East 157.22 feet; thence South 51°54'29" West 16.93 feet; thence North 37°03'26" West 157.68 feet to the Point of Beginning.

The above described easement contains 3,077 square feet or 0.071 acres.

(Note: the basis of bearing for the above descriptions is North 89°20'50" West between the South Quarter section corner and Southwest section corner of Section 21, Township 4 North, Range 1 West, Salt Lake Base and Meridian)



MATCHLINE STA: 12+00 SHEET 02

CENTERLINE OF PROPOSED 30' GAS EASEMENT

PROPOSED 24" HP

EXISTING 20" HP (TO BE RETIRED)

ORIGINAL 30' GAS EASEMENT CENTERLINE
(UT 4785) ENTRY 1203928
BOOK 1924 PAGE 9061 (10/6/1995)
ENTRY 173492
BOOK 136 PAGE 290 (11/6/1959)
ENTRY 168226
BOOK 545 PAGE 324 (4/30/1957)

P.O.B. OF PROPOSED CENTERLINE GAS EASEMENT

BEGIN PROJECT STA: 0+00

INTERSTATE 15

GENTILE ST

BASIS OF BEARING
S88°20'50"E (SW CORNER SEC 21 TO S QTR SEC 21)

PRELIMINARY

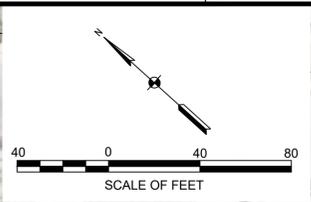
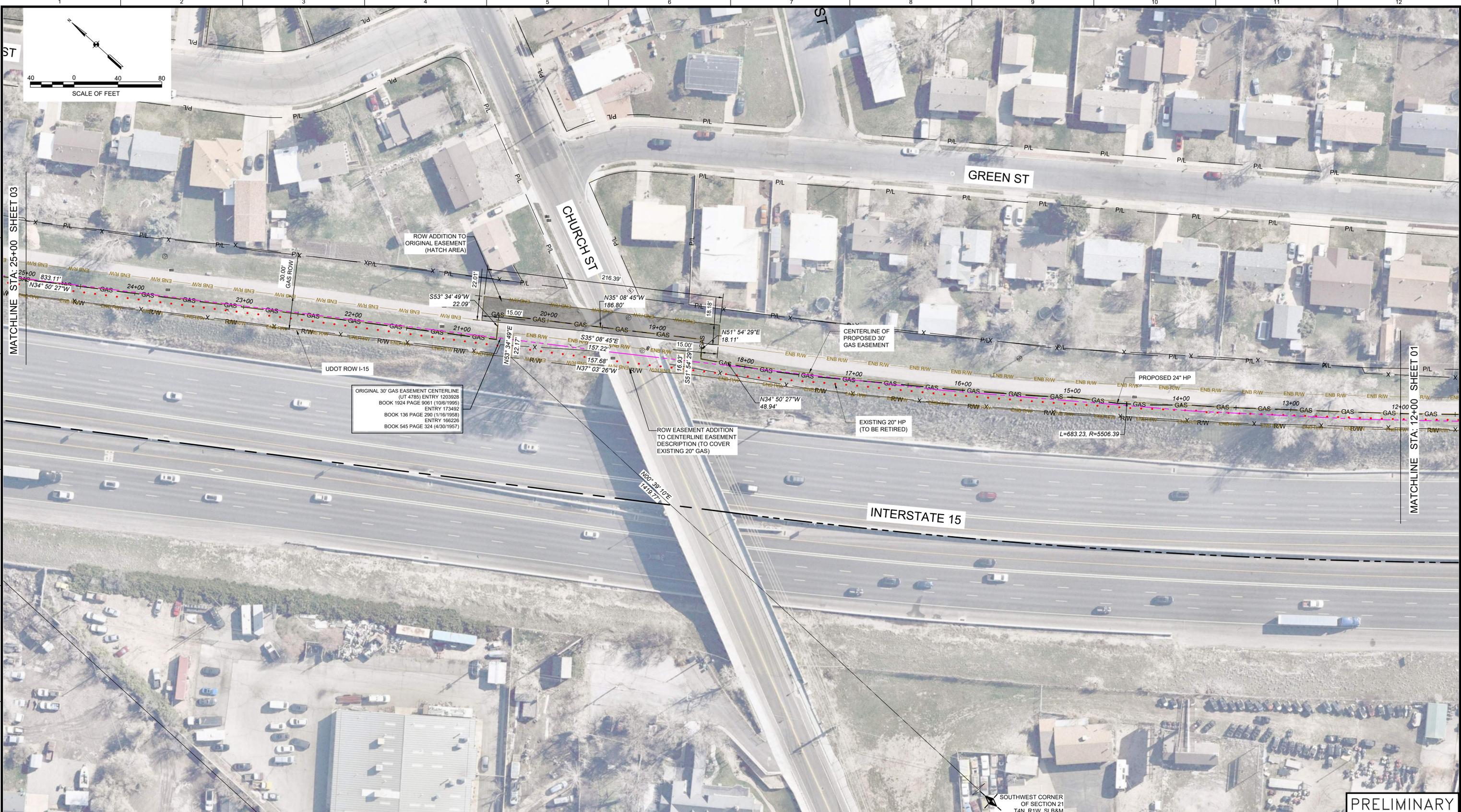
SOUTHWEST CORNER OF SECTION 21
T4N, R1W, SLB&M

REFERENCE DRAWINGS		WORK ORDERS		REVISIONS			ENGINEERING RECORD			
DRAWING NUMBER	REV	DRAWING DESCRIPTION	WO NUMBER	DESCRIPTION	NO	DESCRIPTION	DATE	BY	CHECK	DRAWN BY: PSOMAS
			99758.23	FL-026 PHASE 3 REPLACEMENT PROJECT, INSTALL 24" HP PIPE	A	PRELIMINARY ROW EXHIBIT	01/30/26	TM	CEA	CHECKED BY: E. BUSH
										PROJECT ENGR: J. FOX
										SURVEYOR: PSOMAS
										ENGR MNGR: Q. EVANS
										CONSTR MNGR: D. FRANCIS
										MEAS & CTRLS:
										AUTOM ENGR:

LINE NUMBER: FL-122 (FORMERLY FL 21-50)
 FACILITY: REPLACEMENT
 TITLE: RETIRE 20"HP AND INSTALL 24" HP
 DESCRIPTION: EASEMENT EXHIBIT
 ADDRESS: DAVIS COUNTY

CITY LAYTON	COUNTY DAVIS	STATE UTAH
DRAWING NUMBER ENB-P-F122-MAP-EXH		SHEET 1 OF 5
SECTION: 21 T4N R 1W		REVISION A
ELEVATION: N/A		
LAT: LONG:		
SCALE: 1" = 40'		

THE INFORMATION AND CONCEPTS CONTAINED IN THIS DOCUMENT ARE CONFIDENTIAL AND THE PROPERTY OF ENBRIDGE GAS AND/OR THE CLIENT IDENTIFIED. DUPLICATION OR USE OF THIS INFORMATION AND/OR CONSTRUCTION OF SYSTEMS BASED ON THIS DOCUMENT ARE STRICTLY PROHIBITED WITHOUT WRITTEN AUTHORIZATION FROM ENBRIDGE GAS.



MATCHLINE STA: 25+00 SHEET 03

MATCHLINE STA: 12+00 SHEET 01

ORIGINAL 30' GAS EASEMENT CENTERLINE
 (UT 4785) ENTRY 1203928
 BOOK 1924 PAGE 8061 (11/01/1995)
 ENTRY 173492
 BOOK 136 PAGE 290 (1/16/1958)
 ENTRY 166226
 BOOK 545 PAGE 324 (4/30/1957)

INTERSTATE 15

GREEN ST

CHURCH ST

SOUTHWEST CORNER
 OF SECTION 21
 T4N, R1W, SLB&M

PRELIMINARY

REFERENCE DRAWINGS		WORK ORDERS		REVISIONS				ENGINEERING RECORD		
DRAWING NUMBER	REV	DRAWING DESCRIPTION	WO NUMBER	DESCRIPTION	NO	DATE	BY	CHECK	DRAWN BY:	PSOMAS
			99758.23	FL-026 PHASE 3 REPLACEMENT PROJECT, INSTALL 24" HP PIPE	A	01/30/26	TM	CEA	CHECKED BY:	E. BUSH
									PROJECT ENGR:	J. FOX
									SURVEYOR:	PSOMAS
									ENGR MNGR:	Q. EVANS
									CONSTR MNGR:	D. FRANCIS
									MEAS & CTRLS:	
									AUTOM ENGR:	

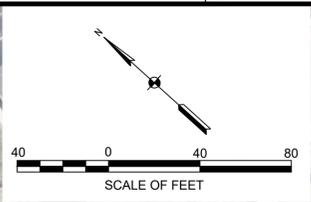


SECTION: 21 T4N R 1W
 ELEVATION: N/A
 LAT: LONG:

LINE NUMBER: FL-122 (FORMERLY FL 21-50)		
FACILITY: REPLACEMENT		
TITLE: RETIRE 20"HP AND INSTALL 24" HP		
DESCRIPTION: EASEMENT EXHIBIT		
ADDRESS: DAVIS COUNTY		
CITY LAYTON	COUNTY DAVIS	STATE UTAH
DRAWING NUMBER: ENB-P-F122-MAP-EXH		SHEET 2 OF 5
		REVISION A

THE INFORMATION AND CONCEPTS CONTAINED IN THIS DOCUMENT ARE CONFIDENTIAL AND THE PROPERTY OF ENBRIDGE GAS AND/OR THE CLIENT IDENTIFIED. DUPLICATION OR USE OF THIS INFORMATION AND/OR CONSTRUCTION OF SYSTEMS BASED ON THIS DOCUMENT ARE STRICTLY PROHIBITED WITHOUT WRITTEN AUTHORIZATION FROM ENBRIDGE GAS.

ENBRIDGE GAS "ANSI D"



MATCHLINE STA: 37+50 SHEET 04

MATCHLINE STA: 25+00 SHEET 02

ORIGINAL 30' GAS EASEMENT CENTERLINE
(UT 4785) ENTRY 1203928
BOOK 1924 PAGE 9061 (10/6/1995)
ENTRY 173492
BOOK 136 PAGE 290 (1/16/1958)
ENTRY 166226
BOOK 545 PAGE 324 (4/30/1957)

PRELIMINARY

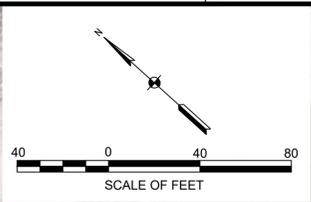
REFERENCE DRAWINGS		WORK ORDERS		REVISIONS			ENGINEERING RECORD			
DRAWING NUMBER	REV	DRAWING DESCRIPTION	WO NUMBER	DESCRIPTION	NO	DESCRIPTION	DATE	BY	CHECK	DRAWN BY: PSOMAS
			99758.23	FL-026 PHASE 3 REPLACEMENT PROJECT, INSTALL 24" HP PIPE	A	PRELIMINARY ROW EXHIBIT	01/30/26	TM	CEA	CHECKED BY: E. BUSH
										PROJECT ENGR: J. FOX
										SURVEYOR: PSOMAS
										ENGR MNGR: Q. EVANS
										CONSTR MNGR: D. FRANCIS
										MEAS & CTRLS:
										AUTOM ENGR:

SECTION: 20.21 T4N R1W
ELEVATION: N/A
LAT: LONG:
SCALE: 1" = 40'

LINE NUMBER: FL-122 (FORMERLY FL 21-50)		
FACILITY: REPLACEMENT		
TITLE: RETIRE 20"HP AND INSTALL 24" HP		
DESCRIPTION: EASEMENT EXHIBIT		
ADDRESS: DAVIS COUNTY		
CITY LAYTON	COUNTY DAVIS	STATE UTAH
DRAWING NUMBER: ENB-P-F122-MAP-EXH		SHEET 3 OF 5
		REVISION A

THE INFORMATION AND CONCEPTS CONTAINED IN THIS DOCUMENT ARE CONFIDENTIAL AND THE PROPERTY OF ENBRIDGE GAS AND/OR THE CLIENT IDENTIFIED. DUPLICATION OR USE OF THIS INFORMATION AND/OR CONSTRUCTION OF SYSTEMS BASED ON THIS DOCUMENT ARE STRICTLY PROHIBITED WITHOUT WRITTEN AUTHORIZATION FROM ENBRIDGE GAS.

ENBRIDGE GAS "ANSI D"



ORIGINAL 30' GAS EASEMENT CENTERLINE
 (UT 4785) ENTRY 1203928
 BOOK 1924 PAGE 9061 (10/6/1995)
 ENTRY 173492
 BOOK 136 PAGE 290 (1/16/1958)
 ENTRY 166226
 BOOK 545 PAGE 324 (4/30/1957)

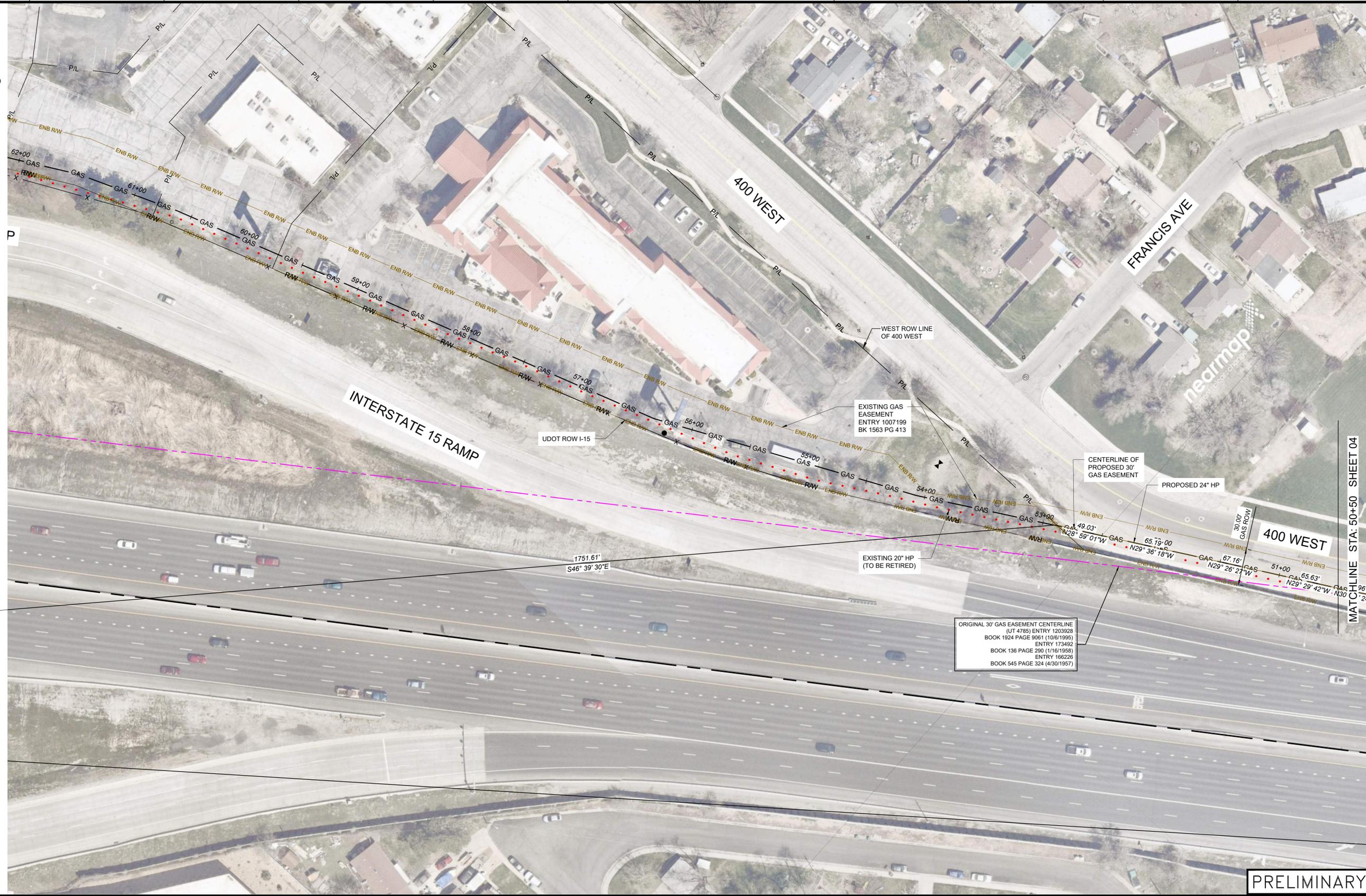
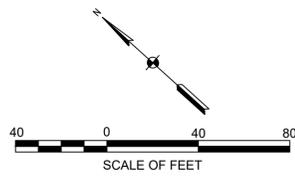
PRELIMINARY

REFERENCE DRAWINGS		WORK ORDERS		REVISIONS			ENGINEERING RECORD		
DRAWING NUMBER	REV	DRAWING DESCRIPTION	WO NUMBER	DESCRIPTION	NO	DATE	BY	CHECK	
			99758.23	FL-026 PHASE 3 REPLACEMENT PROJECT, INSTALL 24" HP PIPE	A	01/30/26	TM	CEA	

			LINE NUMBER: FL-122 (FORMERLY FL 21-50) FACILITY: REPLACEMENT TITLE: RETIRE 20"HP AND INSTALL 24" HP DESCRIPTION: EASEMENT EXHIBIT ADDRESS: DAVIS COUNTY		
CITY LAYTON	COUNTY DAVIS	STATE UTAH	DRAWING NUMBER	SHEET	REVISION
			ENB-P-F122-MAP-EXH	4 OF 5	A

THE INFORMATION AND CONCEPTS CONTAINED IN THIS DOCUMENT ARE CONFIDENTIAL AND THE PROPERTY OF ENBRIDGE GAS AND/OR THE CLIENT IDENTIFIED. DUPLICATION OR USE OF THIS INFORMATION AND/OR CONSTRUCTION OF SYSTEMS BASED ON THIS DOCUMENT ARE STRICTLY PROHIBITED WITHOUT WRITTEN AUTHORIZATION FROM ENBRIDGE GAS.

ENBRIDGE GAS "ANSI D"



ORIGINAL 30' GAS EASEMENT CENTERLINE
 (UT 4785) ENTRY 1203928
 BOOK 1924 PAGE 9061 (10/6/1995)
 ENTRY 173492
 BOOK 136 PAGE 290 (11/6/1956)
 ENTRY 166226
 BOOK 545 PAGE 324 (4/30/1957)

PRELIMINARY

REFERENCE DRAWINGS		WORK ORDERS		REVISIONS			ENGINEERING RECORD		
DRAWING NUMBER	REV	DRAWING DESCRIPTION	WO NUMBER	DESCRIPTION	NO	DATE	BY	CHECK	DESCRIPTION
			99758.23	FL-026 PHASE 3 REPLACEMENT PROJECT, INSTALL 24" HP PIPE	A	01/30/26	TM	CEA	PRELIMINARY ROW EXHIBIT

ENBRIDGE		
SECTION: 20	T4N	R 1W
ELEVATION: N/A		
LAT:	LONG:	
SCALE: 1" = 40'		

LINE NUMBER:	FL-122 (FORMERLY FL 21-50)		
FACILITY:	REPLACEMENT		
TITLE:	RETIRE 20"HP AND INSTALL 24" HP		
DESCRIPTION:	EASEMENT EXHIBIT		
ADDRESS:	DAVIS COUNTY		
CITY	COUNTY	STATE	
LAYTON	DAVIS	UTAH	
DRAWING NUMBER		SHEET	REVISION
ENB-P-F122-MAP-EXH		5 OF 5	A

THE INFORMATION AND CONCEPTS CONTAINED IN THIS DOCUMENT ARE CONFIDENTIAL AND THE PROPERTY OF ENBRIDGE GAS AND/OR THE CLIENT IDENTIFIED. DUPLICATION OR USE OF THIS INFORMATION AND/OR CONSTRUCTION OF SYSTEMS BASED ON THIS DOCUMENT ARE STRICTLY PROHIBITED WITHOUT WRITTEN AUTHORIZATION FROM ENBRIDGE GAS.

ENBRIDGE GAS "ANSI D"

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

Item Number: 5.E.

Subject:

Approve the Land Sale and Exchange Agreement between Layton City and the Stanford J. Layton Family Trust, Dated October 1, 2007 – Resolution 26-13 – Approximately 3200 West and West Hill Field Road

Background:

The parcel of real property that is the subject of this Agreement is situated in Layton City, Davis County, State of Utah and is located at approximately 3200 West and West Hill Field Road in Layton City, Utah. The Stanford J. Layton Family Trust, dated October 1, 2007 (Seller) owns or controls property that will be directly affected by the construction and installation of attendant improvements of a roadway. Layton City (City) desires to acquire, and Seller is willing to convey, certain real property located at approximately 3200 West and West Hill field Road, Layton City, Davis County, State of Utah, through a combination of dedication, exchange, and purchase as set forth herein. Approximately 11,567 square feet of the Seller's property lies within the existing public right-of-way of 3200 West and Hill Field Road. Seller shall dedicate such property to the City by Quit-Claim Deed. The Parties agree to exchange property on a one-for-one basis, at the rate of one square foot for one square foot. City shall convey approximately 0.93 acres to Seller in exchange for approximately 0.93 acres conveyed by Seller. Seller agrees to sell, and the City agrees to purchase, the remaining real property located at approximately 3200 West and West Hill Field Road, Layton, Utah.

Alternatives:

Alternatives are to: 1) Adopt Resolution 26-13 Approving the Land Sale and Exchange Agreement between Layton City and the Stanford J. Layton Family Trust, Dated October 1, 2007; 2) Adopt Resolution 26-13 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 26-13 and remand to Staff with directions.

Recommendation:

Staff recommends Council adopt Resolution 26-13 Approving the Land Sale And Exchange Agreement between Layton City and the Stanford J. Layton Family Trust, Dated October 1, 2007, and authorize the Mayor to sign the necessary documents.

RESOLUTION 26-13

A RESOLUTION APPROVING THE LAND SALE AND EXCHANGE AGREEMENT BETWEEN LAYTON CITY AND THE STANFORD J. LAYTON FAMILY TRUST, DATED OCTOBER 1, 2007

WHEREAS, the parcel of real property that is the subject of this Agreement is situated in Layton City, Davis County, State of Utah and is generally located at approximately 3200 West and West Hill Field Road in Layton City, Utah; and

WHEREAS, The Stanford J. Layton Family Trust, dated October 1, 2007 (Seller) owns or controls property that will be directly affected by the construction and installation of attendant improvements of a roadway; and

WHEREAS, Layton City (Purchaser) desires to acquire, and Seller is willing to convey, certain real property located at approximately 3200 West and West Hill field Road, Layton City, Davis County, State of Utah, through a combination of dedication, exchange, and purchase as set forth herein; and

WHEREAS, approximately 11,567 square feet of Seller's property lies within the existing public right-of-way of 3200 West and Hill Field Road. Seller shall dedicate such property to the City by Quit-Claim Deed; and

WHEREAS, the parties agree to exchange property on a one-for-one basis, at the rate of one square foot for one square foot. Purchaser shall convey approximately 0.93 acres to Seller in exchange for approximately 0.93 acres conveyed by Seller; and

WHEREAS, Seller agrees to sell, and Purchaser agrees to purchase, the remaining real property located at approximately 3200 West and West Hill Field Road, Layton, Utah.

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

1. That the agreement entitled "Land Sale and Exchange Agreement" between Layton City, Utah and The Stanford J. Layton Family Trust, dated October 1, 2007, which is attached hereto and incorporated herein by this reference, be adopted and approved.

2. That the Mayor be authorized to execute and deliver the Land Sale and Exchange Agreement and the Mayor is authorized to approve the final terms of the Land Sale and Exchange Agreement.

3. If any provisions of this Resolution (including the exhibits attached hereto) should be held invalid, the invalidity of such provisions shall not affect any of the other provisions of this Resolution or the attachment.

4. This Resolution shall become effective immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 19th day of February 2026.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:



CLINTON DRAKE, City Attorney

LAND SALE AND EXCHANGE AGREEMENT

Purchaser: LAYTON CITY CORPORATION
437 NORTH WASATCH DRIVE
LAYTON, UTAH 84041

Seller: THE STANFORD J. LAYTON FAMILY TRUST
DATED OCTOBER 1st, 2007
STANFORD J. AND MICHELINA LAYTON
AS TRUSTEES FOR THE TRUST
1426 PRINCETON AVENUE
SALT LAKE CITY, UTAH 84105

This Land Sale and Exchange Agreement between the Purchaser and Seller is entered into this ____ day of _____, 2026.

WHEREAS, Purchaser desires to acquire, and Seller is willing to convey, certain real property located at approximately 3200 West and West Hill Field Road, Layton City, Davis County, State of Utah, through a combination of dedication, exchange, and purchase as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Purchaser and Seller agree as follows:

1. Land Dedication: Approximately 11,567 square feet of Seller's property lies within the existing public right-of-way of 3200 West and Hill Field Road. Seller shall dedicate such property to Purchaser by Quit-Claim Deed in the form attached as Exhibit "A," which is attached hereto and incorporated by this reference.
2. Property Exchange: Purchaser owns real property identified as Tax ID No. 12-109-0307, located immediately east of the acquisition area and adjoining Seller's property. The parties agree to exchange property on a one-for-one basis, at the rate of one square foot for one square foot. Purchaser shall convey approximately 0.93 acres to Seller in exchange for approximately 0.93 acres conveyed by Seller. The exchange properties shall be conveyed by Warranty Deed, with Purchaser conveying to Seller pursuant to Exhibit "B", which is attached hereto and incorporated by this reference, and Seller conveying to Purchaser pursuant to Exhibit "C", which are attached hereto and incorporated by this reference. Because the total area to be acquired by Purchaser exceeds the area exchanged under this subsection, the balance of the property to be acquired by Purchaser shall be acquired by purchase as otherwise provided in this Agreement.
3. Purchase of Remaining Property: Seller agrees to sell, and Purchaser agrees to purchase, the remaining real property located at approximately 3200 West and West Hill Field Road, Layton City, Davis County, State of Utah, as more particularly described in through the Warranty Deeds in Exhibit "C".
4. Purchase Price and Compensation: The total compensation payable by Purchaser for the property acquired under this Agreement shall be Fifty Thousand Four Hundred Fifty-Three Dollars (\$50,453), calculated as follows:

Partial Fee Acquisition at \$282,000 per acre
(7,798 sq ft x \$6.47)

\$ 50,453

5. Deed Provisions: The Deeds conveying property to Purchaser shall vest title in: **LAYTON CITY CORPORATION**

The Deeds conveying property to Seller shall vest title in: **THE STANFORD J. LAYTON FAMILY TRUST DATED OCTOBER 1st, 2007**

6. Title Approval: At Purchaser's option, Purchaser may obtain an Owner's Standard Title Insurance Policy in the amount of the purchase price, subject to customary exceptions, or an abstract of title continued to the date of the Deed showing good and marketable title vested in Seller. Purchaser shall have a reasonable period to review and approve the preliminary title report prior to closing. Purchaser shall be responsible for the cost of the title report and title insurance policy.

7. Closing Date: This transaction shall close, and all Deeds shall be delivered, on or before February 28, 2026 ("Closing Date"). Possession shall be delivered on or before the Closing Date. The Closing Date may be extended or shortened by mutual written agreement of the parties.

8. Approval: This transaction is subject to approval by the Layton City Council. All documents shall be subject to review and approval by the Layton City Attorney's Office.

9. Prorations: All real property taxes and assessments shall be prorated as of the Closing Date based upon the most current information available.

10. Expenses: All closing expenses, if any, shall be paid by Purchaser.

11. Representations: The Parties acknowledge that they have inspected the respective properties and are acquiring their respective properties based on their own examination and judgment, and not on any representation by the other Party. The properties shall be accepted in its present "as-is" condition unless otherwise expressly stated herein.

12. Attorney's Fees: In the event either party fails to comply with the terms of this Agreement, the non-breaching party shall be entitled to recover all costs of enforcement, including reasonable attorney's fees.

13. Special Provisions: The following special provisions are agreed to by the parties:

a. Fence Removal and Replacement: At Purchaser's expense, Purchaser shall remove or relocate any existing field fencing affected by the project and replace it. Purchaser shall install the fence. If existing access points or gates are affected, Purchaser shall provide and install replacements of comparable size and in as near as possible locations as currently exist.

b. Pipe Replacement and Impacts: A gated pipe currently located on the subject property requires replacement to accommodate the project. Purchaser shall provide a one-time, all-inclusive payment to Seller in the amount of twenty-five thousand dollars (\$25,000.00). This sum represents the Purchaser's maximum and final contribution toward all costs associated with the pipe replacement, installation, and any other property impacts resulting from the project. It shall be Seller's sole responsibility for the replacement, including all costs, and shall complete the work prior to the 2026 watering season. Upon delivery of this payment, Purchaser's obligations regarding the pipe and property impacts are fully satisfied and there shall be no ongoing maintenance, repair, or replacement obligations for the Purchaser.

14. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modification must be in writing and signed by both parties.

This is a legally binding document. If not understood, seek competent advice.

PURCHASER:

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

SELLER:

STANFORD J. LAYTON
Trustee of the Stanford J. Layton Family
Trust, dated October 1st, 2007

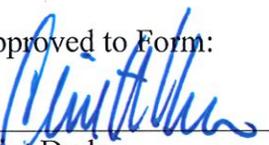
MICHELINA LAYTON
Trustee of the Stanford J. Layton Family
Trust, dated October 1st, 2007

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 2026, personally appeared before me STANFORD J. LAYTON and MICHELINA LAYTON, who duly acknowledged to me that they are the Trustees of the STANFORD J. LAYTON FAMILY TRUST DATED OCTOBER 1st, 2007 and that the document was signed by them in behalf of said trust, and STANFORD J. LAYTON and MICHELINA LAYTON acknowledged to me that said trust executed the same.

NOTARY PUBLIC

Approved to Form:



Clint Drake
Layton City Attorney

EXHIBIT "A"
QUIT-CLAIM DEED

STANFORD J. AND MICHELINA LAYTON, TRUSTEES OF THE STANFORD J. LAYTON FAMILY TRUST DATED OCTOBER 1st, 2007, GRANTORS, of 1426 Princeton Avenue, Salt Lake City, County of Salt Lake, State of Utah, hereby **CONVEY** and **QUIT-CLAIM** to Layton City Corporation of 437 North Wasatch Drive, Layton, Utah, for the sum of Ten Dollars (\$10.00) and/or other valuable consideration, the following described tract of land in Davis County, State of Utah:

A PARCEL OF GROUND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF 3200 WEST, SAID POINT BEING LOCATED NORTH 00°09'50" EAST ALONG SECTION LINE (NAD83 BEARING N00°30'24"E) 33.00 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION AND RUNNING THENCE; NORTH 89°56'46" WEST 33.00 FEET; THENCE NORTH 00°09'50" EAST 123.31 FEET ALONG WEST SIDE OF SAID ROAD; THENCE NORTH 05°43'57" EAST 106.34 FEET; THENCE SOUTH 89°56'46" EAST 22.68 FEET; THENCE SOUTH 00°09'50" WEST 229.13 FEET TO POINT OF BEGINNING.

CONTAINS - 7015.267 SQ FT 0.16 ACRES

PARCEL NO. 12-108-0321

WITNESS, the hands of said Grantors, this _____ day of _____, 2026.

GRANTOR: STANFORD J. LAYTON FAMILY TRUST,
dated October 1st, 2007

STANFORD J. LAYTON
Trustee of the Stanford J. Layton Family
Trust, dated October 1st, 2007

MICHELINA LAYTON
Trustee of the Stanford J. Layton Family
Trust, dated October 1st, 2007

STATE OF UTAH)
 : ss.
COUNTY OF _____)

PERSONALLY APPEARED before me STANFORD J. LAYTON and MICHELINA LAYTON on behalf of the STANFORD J. LAYTON FAMILY TRUST, DATED OCTOBER 1st, 2007, this _____ day of _____, 2026, who duly acknowledged to me that they are the signers of the above and foregoing and that the information contained therein is true and correct to the best of their knowledge.

NOTARY PUBLIC

The QUIT-CLAIM DEED signed by STANFORD J. LAYTON and MICHELINA LAYTON dated the _____ day of _____, 2026, has been accepted by Layton City on the _____ day of _____, 2026.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2026, personally appeared before me JOY PETRO, who duly acknowledged to me that she is the MAYOR of LAYTON CITY, and that the document was signed by her in behalf of said corporation, and JOY PETRO acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

QUIT-CLAIM DEED

STANFORD J. AND MICHELINA LAYTON, TRUSTEES OF THE STANFORD J. LAYTON FAMILY TRUST DATED OCTOBER 1st, 2007, GRANTORS, of 1426 Princeton Avenue, Salt Lake City, County of Salt Lake, State of Utah, hereby **CONVEY** and **QUIT-CLAIM** to Layton City Corporation of 437 North Wasatch Drive, Layton, Utah, for the sum of Ten Dollars (\$10.00) and/or other valuable consideration, the following described tract of land in Davis County, State of Utah:

A PARCEL OF GROUND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 00°09'50" EAST ALONG SECTION LINE (NAD83 BEARING N00°30'24"E) 262.13 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION AND RUNNING; THENCE NORTH 89°56'46" WEST 22.68 FEET; THENCE NORTH 04°58'26" EAST 147.00 FEET; THENCE NORTH 90°00'00" EAST 10.35 FEET; THENCE SOUTH 00°09'50" WEST 146.47 FEET TO POINT OF BEGINNING.

CONTAINS 2418.53 SQ FT 0.056 ACRES

PARCEL NO. 12-108-0320

WITNESS, the hands of said Grantors, this _____ day of _____, 2026.

GRANTOR: STANFORD J. LAYTON FAMILY TRUST,
dated October 1st, 2007

STANFORD J. LAYTON
Trustee of the Stanford J. Layton Family
Trust, dated October 1st, 2007

MICHELINA LAYTON
Trustee of the Stanford J. Layton Family
Trust, dated October 1st, 2007

STATE OF UTAH)
 : ss.
COUNTY OF _____)

PERSONALLY APPEARED before me STANFORD J. LAYTON and MICHELINA LAYTON on behalf of the STANFORD J. LAYTON FAMILY TRUST, DATED OCTOBER 1st, 2007, this _____ day of _____, 2026, who duly acknowledged to me that they are the signers of the above and foregoing and that the information contained therein is true and correct to the best of their knowledge.

NOTARY PUBLIC

The QUIT-CLAIM DEED signed by STANFORD J. LAYTON and MICHELINA LAYTON dated the _____ day of _____, 2026, has been accepted by Layton City on the _____ day of _____, 2026.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2026, personally appeared before me JOY PETRO, who duly acknowledged to me that she is the MAYOR of LAYTON CITY, and that the document was signed by her in behalf of said corporation, and JOY PETRO acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

QUIT-CLAIM DEED

STANFORD J. AND MICHELINA LAYTON, TRUSTEES OF THE STANFORD J. LAYTON FAMILY TRUST DATED OCTOBER 1st, 2007, GRANTORS, of 1426 Princeton Avenue, Salt Lake City, County of Salt Lake, State of Utah, hereby **CONVEY** and **QUIT-CLAIM** to Layton City Corporation of 437 North Wasatch Drive, Layton, Utah, for the sum of Ten Dollars (\$10.00) and/or other valuable consideration, the following described tract of land in Davis County, State of Utah:

A PARCEL OF GROUND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 00°09'50" EAST ALONG SECTION LINE (NAD83 BEARING N00°30'24"E) 408.61 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION AND RUNNING; THENCE NORTH 90°00'00" WEST 10.35 FEET; THENCE NORTH 00°09'50" EAST 100.86 FEET; THENCE SOUTH 89°56'42" EAST 10.35 FEET; THENCE SOUTH 00°09'50" WEST 100.85 FEET TO POINT OF BEGINNING.

CONTAINS 1043.85 SQ FT 0.024 ACRES

PARCEL NO. 12-108-0339

WITNESS, the hands of said Grantors, this _____ day of _____, 2026.

GRANTOR: STANFORD J. LAYTON FAMILY TRUST,
dated October 1st, 2007

STANFORD J. LAYTON
Trustee of the Stanford J. Layton Family
Trust, dated October 1st, 2007

MICHELINA LAYTON
Trustee of the Stanford J. Layton Family
Trust, dated October 1st, 2007

STATE OF UTAH)
 : ss.
COUNTY OF _____)

PERSONALLY APPEARED before me STANFORD J. LAYTON and MICHELINA LAYTON on behalf of the STANFORD J. LAYTON FAMILY TRUST, DATED OCTOBER 1st, 2007, this _____ day of _____, 2026, who duly acknowledged to me that they are the signers of the above and foregoing and that the information contained therein is true and correct to the best of their knowledge.

NOTARY PUBLIC

The QUIT-CLAIM DEED signed by STANFORD J. LAYTON and MICHELINA LAYTON dated the _____ day of _____, 2026, has been accepted by Layton City on the _____ day of _____, 2026.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2026, personally appeared before me JOY PETRO, who duly acknowledged to me that she is the MAYOR of LAYTON CITY, and that the document was signed by her in behalf of said corporation, and JOY PETRO acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

QUIT-CLAIM DEED

STANFORD J. AND MICHELINA LAYTON, TRUSTEES OF THE STANFORD J. LAYTON FAMILY TRUST DATED OCTOBER 1st, 2007, GRANTORS, of 1426 Princeton Avenue, Salt Lake City, County of Salt Lake, State of Utah, hereby **CONVEY** and **QUIT-CLAIM** to Layton City Corporation of 437 North Wasatch Drive, Layton, Utah, for the sum of Ten Dollars (\$10.00) and/or other valuable consideration, the following described tract of land in Davis County, State of Utah:

A PARCEL OF GROUND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23W, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°56'46" WEST 33.00 FEET TO THE EAST LINE OF PROPERTY CONVEYED IN WARRANTY DEED RECORDED 06/22/2009 AS ENTRY# 2461136 BOOK 4802 PAGE 659; THENCE ALONG SAID EAST LINE NORTH 00°09'50" EAST 33.00 FEET; THENCE SOUTH 89°56'46" EAST 33.00 FEET TO THE SECTION LINE; THENCE SOUTH 00°09'50 WEST 33.00 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

CONTAINS - 1088.54 SQ FT, 0.025 ACRES

PARCEL NO. 12-108-0302

WITNESS, the hands of said Grantors, this _____ day of _____, 2026.

GRANTOR: STANFORD J. LAYTON FAMILY TRUST,
dated October 1st, 2007

STANFORD J. LAYTON
Trustee of the Stanford J. Layton Family
Trust, dated October 1st, 2007

MICHELINA LAYTON
Trustee of the Stanford J. Layton Family
Trust, dated October 1st, 2007

STATE OF UTAH)
 : ss.
COUNTY OF _____)

PERSONALLY APPEARED before me STANFORD J. LAYTON and MICHELINA LAYTON on behalf of the STANFORD J. LAYTON FAMILY TRUST, DATED OCTOBER 1st, 2007, this _____ day of _____, 2026, who duly acknowledged to me that they are the signers of the above and foregoing and that the information contained therein is true and correct to the best of their knowledge.

NOTARY PUBLIC

The QUIT-CLAIM DEED signed by STANFORD J. LAYTON and MICHELINA LAYTON dated the _____ day of _____, 2026, has been accepted by Layton City on the _____ day of _____, 2026.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2026, personally appeared before me JOY PETRO, who duly acknowledged to me that she is the MAYOR of LAYTON CITY, and that the document was signed by her in behalf of said corporation, and JOY PETRO acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

EXHIBIT "B"
WARRANTY DEED

STANFORD J. AND MICHELINA LAYTON, TRUSTEES OF THE STANFORD J. LAYTON FAMILY TRUST DATED OCTOBER 1st, 2007, GRANTORS, of 1426 Princeton Avenue, Salt Lake City, County of Salt Lake, State of Utah, hereby **CONVEY** and **WARRANT** to Layton City Corporation of 437 North Wasatch Drive, Layton, Utah, for the sum of Ten Dollars (\$10.00) and/or other valuable consideration, the following described tract of land in Davis County, State of Utah:

A PARCEL OF GROUND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°56'46" WEST ALONG SECTION LINE (NAD83 BEARING S89°36'06"E) 988.07 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 89°56'46" WEST 194.10 FEET, MORE/LESS, TO THE WEST LINE OF PROPERTY CONVEYED IN WARRANTY DEED RECORDED 04/16/2015 AS ENTRY# 2860538 BOOK 6247 PAGE 89; THENCE NORTH 00°03'35" EAST ALONG SAID LINE 33.00 FEET; THENCE SOUTH 89°56'46" EAST 1124.76 FEET, MORE OR LESS, TO THE WEST LINE OF PROPERTY CONVEYED IN WARRANTY DEED RECORDED 06/22/2009 AS ENTRY# 2461136 BOOK 4802 PAGE 659; THENCE ALONG SAID PROPERTY THE FOLLOWING FOUR COURSES: SOUTH 2.14 FEET & SOUTH 86°33'02" WEST 291.82 FEET AND NORTH 89°56'46" WEST 475.29 FEET AND SOUTH 85°30'53" WEST 164.62 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.538 ACRES

PARCEL NO. 12-108-0322

WITNESS, the hands of said Grantors, this _____ day of _____, 2026.

GRANTOR: STANFORD J. LAYTON FAMILY TRUST,
dated October 1st, 2007

STANFORD J. LAYTON
Trustee of the Stanford J. Layton Family
Trust, dated October 1st, 2007

MICHELINA LAYTON
Trustee of the Stanford J. Layton Family
Trust, dated October 1st, 2007

STATE OF UTAH)
 : ss.
COUNTY OF _____)

PERSONALLY APPEARED before me STANFORD J. LAYTON and MICHELINA LAYTON on behalf of the STANFORD J. LAYTON FAMILY TRUST, DATED OCTOBER 1st, 2007, this _____ day of _____, 2026, who duly acknowledged to me that they are the signers of the above and foregoing and that the information contained therein is true and correct to the best of their knowledge.

NOTARY PUBLIC

The WARRANTY DEED signed by STANFORD J. LAYTON and MICHELINA LAYTON dated the _____ day of _____, 2026, has been accepted by Layton City on the _____ day of _____, 2026.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2026, personally appeared before me JOY PETRO, who duly acknowledged to me that she is the MAYOR of LAYTON CITY, and that the document was signed by her in behalf of said corporation, and JOY PETRO acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

WARRANTY DEED

STANFORD J. AND MICHELINA LAYTON, TRUSTEES OF THE STANFORD J. LAYTON FAMILY TRUST DATED OCTOBER 1st, 2007, GRANTORS, of 1426 Princeton Avenue, Salt Lake City, County of Salt Lake, State of Utah, hereby **CONVEY** and **WARRANT** to Layton City Corporation of 437 North Wasatch Drive, Layton, Utah, for the sum of Ten Dollars (\$10.00) and/or other valuable consideration, the following described tract of land in Davis County, State of Utah:

A PARCEL OF GROUND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 00°09'50" EAST ALONG SECTION LINE (NAD83 BEARING N00°30'24"E) 33.00 FEET AND NORTH 89°56'46" WEST 57.41 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION AND RUNNING THENCE NORTH 89°56'46" WEST 1131.83 FEET TO THE WEST LINE OF PROPERTY CONVEYED IN WARRANTY DEED RECORDED 04/16/2015 AT ENTRY #2806538 BOOK 247 PAGE 89; THENCE NORTH 00°00'34" EAST 10.00 FEET ALONG WEST LINE OF SAID PROPERTY; THENCE SOUTH 89°52'21" EAST 28.12 FEET; THENCE NORTH 87°40'57" EAST 25.00 FEET , THENCE SOUTH 89°56'46" EAST 291.11 FEET; THENCE NORTH 89°58'51" EAST 787.61 FEET TO WEST LINE OF PROPERTY CONVEYED IN WARRANTY DEED RECORDED 06/22/2009 AT ENTRY #2461135 BOOK 4802 PAGE 647; THENCE SOUTH ALONG SAID PROPERTY 12.01 FEET TO POINT OF BEGINNING.

CONTAINS 12,802.07 SQ FT 0.294 ACRES

PARCEL NO. 12-108-0321

WITNESS, the hands of said Grantors, this _____ day of _____, 2026.

GRANTOR: STANFORD J. LAYTON FAMILY TRUST,
dated October 1st, 2007

STANFORD J. LAYTON
Trustee of the Stanford J. Layton Family
Trust, dated October 1st, 2007

MICHELINA LAYTON
Trustee of the Stanford J. Layton Family
Trust, dated October 1st, 2007

STATE OF UTAH)
 : ss.
COUNTY OF _____)

PERSONALLY APPEARED before me STANFORD J. LAYTON and MICHELINA LAYTON on behalf of the STANFORD J. LAYTON FAMILY TRUST, DATED OCTOBER 1st, 2007, this _____ day of _____, 2026, who duly acknowledged to me that they are the signers of the above and foregoing and that the information contained therein is true and correct to the best of their knowledge.

NOTARY PUBLIC

The WARRANTY DEED signed by STANFORD J. LAYTON and MICHELINA LAYTON dated the _____ day of _____, 2026, has been accepted by Layton City on the _____ day of _____, 2026.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2026, personally appeared before me JOY PETRO, who duly acknowledged to me that she is the MAYOR of LAYTON CITY, and that the document was signed by her in behalf of said corporation, and JOY PETRO acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

WARRANTY DEED

STANFORD J. AND MICHELINA LAYTON, TRUSTEES OF THE STANFORD J. LAYTON FAMILY TRUST DATED OCTOBER 1st, 2007, GRANTORS, of 1426 Princeton Avenue, Salt Lake City, County of Salt Lake, State of Utah, hereby **CONVEY** and **WARRANT** to Layton City Corporation of 437 North Wasatch Drive, Layton, Utah, for the sum of Ten Dollars (\$10.00) and/or other valuable consideration, the following described tract of land in Davis County, State of Utah:

A PARCEL OF GROUND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 00°09'50" EAST ALONG SECTION LINE (NAD83 BEARING N00°30'24"E) 33.00 FEET AND NORTH 89°56'46" WEST 33.00 FEET AND NORTH 00°09'50" EAST 25.91 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION AND RUNNING THENCE WEST 17.20 FEET; THENCE NORTH 01°12'29" WEST 102.36 FEET; THENCE NORTH 03°56'11" EAST 101.12 FEET; THENCE SOUTH 89°56'46" EAST 23.32 FEET; THENCE SOUTH 05°43'57" WEST 106.38 FEET; THENCE SOUTH 00°09'50" WEST 97.35 FEET TO POINT OF BEGINNING.

CONTAINS 4078.63 SQ FT 0.094 ACRES

PARCEL NO. 12-108-0321

WITNESS, the hands of said Grantors, this _____ day of _____, 2026.

GRANTOR: STANFORD J. LAYTON FAMILY TRUST,
dated October 1st, 2007

STANFORD J. LAYTON
Trustee of the Stanford J. Layton Family
Trust, dated October 1st, 2007

MICHELINA LAYTON
Trustee of the Stanford J. Layton Family
Trust, dated October 1st, 2007

STATE OF UTAH)
 : ss.
COUNTY OF _____)

PERSONALLY APPEARED before me STANFORD J. LAYTON and MICHELINA LAYTON on behalf of the STANFORD J. LAYTON FAMILY TRUST, DATED OCTOBER 1st, 2007, this _____ day of _____, 2026, who duly acknowledged to me that they are the signers of the above and foregoing and that the information contained therein is true and correct to the best of their knowledge.

NOTARY PUBLIC

The WARRANTY DEED signed by STANFORD J. LAYTON and MICHELINA LAYTON dated the _____ day of _____, 2026, has been accepted by Layton City on the _____ day of _____, 2026.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2026, personally appeared before me JOY PETRO, who duly acknowledged to me that she is the MAYOR of LAYTON CITY, and that the document was signed by her in behalf of said corporation, and JOY PETRO acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

WARRANTY DEED

STANFORD J. AND MICHELINA LAYTON, TRUSTEES OF THE STANFORD J. LAYTON FAMILY TRUST DATED OCTOBER 1st, 2007, GRANTORS, of 1426 Princeton Avenue, Salt Lake City, County of Salt Lake, State of Utah, hereby **CONVEY** and **WARRANT** to Layton City Corporation of 437 North Wasatch Drive, Layton, Utah, for the sum of Ten Dollars (\$10.00) and/or other valuable consideration, the following described tract of land in Davis County, State of Utah:

A PARCEL OF GROUND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 00°09'50" EAST ALONG SECTION LINE (NAD83 BEARING N00°30'24"E) 262.13 FEET AND NORTH 89°56'46" WEST 22.68 FEET FROM EAST QUARTER CORNER OF SAID SECTION AND RUNNING THENCE; NORTH 89°56'46" WEST 23.32 FEET; THENCE NORTH 00°09'50" EAST 146.44 FEET; THENCE EAST 35.65 FEET; THENCE SOUTH 04°58'26" WEST 147.01 FEET; TO POINT OF BEGINNING.

CONTAINS 4318.33 SQ FT 0.099 ACRES

PARCEL NO. 12-108-0320

WITNESS, the hands of said Grantors, this _____ day of _____, 2026.

GRANTOR: STANFORD J. LAYTON FAMILY TRUST,
dated October 1st, 2007

STANFORD J. LAYTON
Trustee of the Stanford J. Layton Family
Trust, dated October 1st, 2007

MICHELINA LAYTON
Trustee of the Stanford J. Layton Family
Trust, dated October 1st, 2007

STATE OF UTAH)
 : ss.
COUNTY OF _____)

PERSONALLY APPEARED before me STANFORD J. LAYTON and MICHELINA LAYTON on behalf of the STANFORD J. LAYTON FAMILY TRUST, DATED OCTOBER 1st, 2007, this _____ day of _____, 2026, who duly acknowledged to me that they are the signers of the above and foregoing and that the information contained therein is true and correct to the best of their knowledge.

NOTARY PUBLIC

The WARRANTY DEED signed by STANFORD J. LAYTON and MICHELINA LAYTON dated the _____ day of _____, 2026, has been accepted by Layton City on the _____ day of _____, 2026.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2026, personally appeared before me JOY PETRO, who duly acknowledged to me that she is the MAYOR of LAYTON CITY, and that the document was signed by her in behalf of said corporation, and JOY PETRO acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

WARRANTY DEED

STANFORD J. AND MICHELINA LAYTON, TRUSTEES OF THE STANFORD J. LAYTON FAMILY TRUST DATED OCTOBER 1st, 2007, GRANTORS, of 1426 Princeton Avenue, Salt Lake City, County of Salt Lake, State of Utah, hereby **CONVEY** and **WARRANT** to Layton City Corporation of 437 North Wasatch Drive, Layton, Utah, for the sum of Ten Dollars (\$10.00) and/or other valuable consideration, the following described tract of land in Davis County, State of Utah:

A PARCEL OF GROUND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 00°09'50" EAST ALONG SECTION LINE (NAD83 BEARING N00°30'24"E) 408.61 AND WEST 10.35 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION AND RUNNING; THENCE WEST 37.65 FEET; THENCE NORTH 00°09'50" EAST 53.07 FEET; THENCE NORTH 06°43'21" EAST 48.15 FEET; THENCE SOUTH 89°56'42" EAST 32.15 FEET THENCE SOUTH 00°09'50" WEST 100.86 FEET; TO POINT OF BEGINNING.

CONTAINS 3666.45 SQ FT 0.084 ACRES

PARCEL NO. 12-108-0339

WITNESS, the hands of said Grantors, this _____ day of _____, 2026.

GRANTOR: STANFORD J. LAYTON FAMILY TRUST,
dated October 1st, 2007

STANFORD J. LAYTON
Trustee of the Stanford J. Layton Family
Trust, dated October 1st, 2007

MICHELINA LAYTON
Trustee of the Stanford J. Layton Family
Trust, dated October 1st, 2007

STATE OF UTAH)
 : ss.
COUNTY OF _____)

PERSONALLY APPEARED before me STANFORD J. LAYTON and MICHELINA LAYTON on behalf of the STANFORD J. LAYTON FAMILY TRUST, DATED OCTOBER 1st, 2007, this _____ day of _____, 2026, who duly acknowledged to me that they are the signers of the above and foregoing and that the information contained therein is true and correct to the best of their knowledge.

NOTARY PUBLIC

The WARRANTY DEED signed by STANFORD J. LAYTON and MICHELINA LAYTON dated the _____ day of _____, 2026, has been accepted by Layton City on the _____ day of _____, 2026.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2026, personally appeared before me JOY PETRO, who duly acknowledged to me that she is the MAYOR of LAYTON CITY, and that the document was signed by her in behalf of said corporation, and JOY PETRO acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

EXHIBIT "C"
WARRANTY DEED

LAYTON CITY CORPORATION hereby **CONVEYS** and **WARRANTS** to STANFORD J. AND MICHELINA LAYTON, TRUSTEES OF THE STANFORD J. LAYTON FAMILY TRUST DATED OCTOBER 1st, 2007, GRANTORS, of 1426 Princeton Avenue, Salt Lake City, County of Salt Lake, State of Utah,, for the sum of Ten Dollars (\$10.00) and/or other valuable consideration, the following described tract of land in Davis County, State of Utah:

A PARCEL OF GROUND LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH ALONG SECTION LINE (NAD83 BEARING N00°32'00"E) 165.00 AND WEST 661.91 FEET FROM THE CENTER OF SAID SECTION AND RUNNING; THENCE SOUTH 36°39'47" EAST 22.78 FEET; TO A POINT OF REVERSE CURVATURE, ALONG THE ARC OF A 1092.00 FEET CURVE TO THE LEFT A DISTANCE OF 190.64 FEET THROUGH A CENTRAL ANGEL 10°00'10" (CHORD BEARING SOUTH 75°58'17" WEST 190.42 FEET); THENCE ALONG THE ARC OF A 1008.00 FEET CURVE TO THE RIGHT A DISTANCE OF 337.82 FEET THROUGH A CENTRAL ANGEL 19°11'33" (CHORD BEARING SOUTH 80°34'19" WEST 336.55 FEET), THENCE NORTH 119.51 FEET; THENCE EAST 502.85 FEET; TO POINT OF BEGINNING.

CONTAINS 0.93 ACRES

PARCEL NO. 12-108-0307

WITNESS, the hands of said Grantor, this _____ day of _____, 2026.

GRANTOR: _____
JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2026, personally appeared before me JOY PETRO, who duly acknowledged to me that she is the MAYOR of LAYTON CITY, and that the document was signed by her in behalf of said corporation, and JOY PETRO acknowledged to me that said corporation executed the same.

NOTARY PUBLIC