



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 providing **public comment** during a City Council meeting, we respectfully request that the following procedures be observed to ensure everyone has an opportunity to speak:

Public Comment Notice:

In accordance with the State of Utah Open and Public Meetings Act, the City Council will not respond to, engage in discussion of, or act on comments made during the public comment period.

Comments:

Your comments are important. To help maintain order, please direct all remarks to and through the presiding officer.

Time:

If you are providing input on an agenda item, please limit your comments to three (3) minutes.

Courtesy:

Applause, verbal outbursts, or other demonstrations of support or opposition are not permitted. All attendees are expected to maintain a respectful and orderly environment.

New Information:

To ensure efficiency, speakers shall limit remarks to new information. Repetition of previously stated comments is discouraged.

Spokesperson:

Groups are required to designate a single spokesperson. Repetitive comments from multiple individuals representing the same position may be limited.

Handouts and Electronic Information:

Any materials presented to the City Council must be submitted to the City Recorder in electronic or hard copy form no later than the conclusion of the meeting.

Thank you for your cooperation.

**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 October 15, 2026.**

AGENDA ITEMS:

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

- A. Minutes of Layton City Council Meeting - August 20, 2026
- B. Minutes for Layton City Council Meeting - September 17, 2026

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. Amend the Recreation, Arts, Museum, and Parks (RAMP) Funding Agreement – Resolution 26-45
- B. Approve the Land Purchase Agreement Between Layton City Corporation and Coltan Eastman – Resolution 26-44 – Approximately 1337 East 1700 North

6. PUBLIC HEARINGS:

- A. Rezone Request – RCB Design – CP-2 (Planned Community Commercial) to M-1 (Light Manufacturing/Industrial) – Ordinance 26-28 – 181 West 2675 North and 215 West 2675 North

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.laytoncityutah.gov, 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 801-336-3820.

D R A F T

MINUTES OF LAYTON CITY COUNCIL MEETING

AUGUST 20, 2026; 7:00 P.M.

MAYOR AND COUNCILMEMBERS PRESENT:

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

STAFF PRESENT:

**TRACY PROBERT, CLINT DRAKE, WESTON
APPLONIE, DAVID PRICE, JOELLEN GRANDY,
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 Morris offered the invocation and led the Pledge of Allegiance.

Mayor Petro announced Layton City Youth Councilmember Emma Quidley was in attendance and participating in the Meeting. Ms. Quidley introduced herself and mentioned she was new to the Youth Council, having just moved here from New Mexico, as her Father was the new Air Force Wing Commander at Hill Air Force Base. She expressed gratitude for being invited to participate in the meeting.

MINUTES:

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

**Layton City Council Work Meeting – April 16, 2026; and
Layton City Council Work Meeting – May 7, 2026.**

The vote was unanimous to approve the minutes as written.

MUNICIPAL EVENT ANNOUNCEMENTS:

Councilmember Thomas announced the following:

- Friday, August 21 and 28, 2026 were the last two weeks of Layton F.E.S.T. (Fun, Entertainment, Shopping, and Trucks) in Constitution Circle

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- Winter Hours at Surf 'n Swim would begin Thursday, August 20, 2026
- Surf 'n Swim would be closed September 13 through September 20, 2026, for 'Bubble Week'
- Layton Heritage Museum new photography exhibit would begin Tuesday, September 1, 2026
- Davis Arts Council (DAC), along with the Heritage Museum, would be hosting a multi-cultural arts festival on Saturday, August 29, 2026, at the Kenley Amphitheater and directed those interested to the DAC website for more information. He reviewed the various activities available throughout the day.

Councilmember Smith Edmondson congratulated the youth of Davis County on the first day of school. She mentioned the Layton High football game against Northridge High would take place on Friday, August 21, 2026, 7:00 PM at Layton High.

PRESENTATIONS:

There were no presentations.

CITIZEN COMMENTS:

Gayle Blamires, resident, expressed concern about the number of deer which live in the yards of residents in the eastern portion of the City below Highway 89. She mentioned Bountiful City had implemented an ordinance which allowed the taking/killing of deer with archery in residential yards. She suggested the City consider a similar ordinance. A resident brought and displayed the produce which had been eaten by the deer.

Don Erickson, resident, believed the City had a program in 2013 during which residents could obtain a permit to kill deer by bow and arrow and recommended the City reinstitute that same policy.

CONSENT AGENDA

TEXT AMENDMENT – AMEND LAYTON CITY MUNICIPAL CODE TITLE 3, CHAPTER 3.21, SECTIONS, 03.21.020, 03.21.030, 03.21.050, 03.21.070, 03.21.080, AND 03.21.090 REGARDING THE RECREATION, ARTS, MUSEUM, AND PARKS (RAMP) TAX – ORDINANCE 26-26

David Price, Parks and Recreation Director, introduced the agenda item and reviewed the history associated with the implementation of the RAMP Tax. He explained approval of the ordinance would update the use of revenue standards, applications, definitions of operating expenses, the calendar, and financial reporting. The amendments were intended to provide continued implementation of the RAMP program consistent with voter

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authorization, applicable State law, and the City's established purpose for supporting recreation, arts, museum, and parks within the community. He explained the proposed changes consisted of the following:

- Definition would be included of which organizations were eligible to receive RAMP Funding
- Included and strengthened the definition of what type of expenditures were eligible to receive RAMP Funding
- Defined what would be considered 'Operating' expenses and identified two very specific operational expense exceptions
- A new definition designating a funding period which changed to 18 months from 12 months to spend the appropriation

Mr. Price stated Ordinance 26-26 would also provide parameters for the rejection of an application and specified how the RAMP Commission may allow the applicant to correct minor clerical errors, provide omitted information, and clarify responses.

Ordinance 26-26 would also change the Tier 2 grant funding amount an applicant could apply for from one fourth of the applicant's annual operating budget as averaged over three years to one fourth of the applicant's prior annual operating budget. He explained this would allow for smaller and newer organizations the opportunity to apply for RAMP Funding. He concluded this would expand the number of organizations which were eligible to apply. A discussion followed.

Mr. Price added Ordinance 26-26 would clarify the non-profit board members' residency and the majority of non-profit board members must be Utah residents.

The ordinance also required RAMP applicants which received more than \$25,000 to follow financial reporting standards set forth by Utah State Code and Layton City.

Mr. Price announced Staff recommended adoption of Ordinance 26-26 and asked if there were any questions.

Councilmember Thomas requested clarification about the state citizenship requirement and Mr. Price responded the governing board of non-profit organizations had to have a majority of members with Utah residency.

Councilmember Bloxham inquired about the reason for that implementation. Mr. Price responded this issue hadn't been an issue with Layton City; however, other RAMP organizations throughout the State had experienced out-of-state entities attempting to acquire RAMP funding and further explained although funding

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might be used to complete a program and/or project within the State; some funding had been funneled away from local residents.

Councilmember Bloxham inquired whether this implementation would result in fewer applicants requesting RAMP Funding and pointed out the City might be limiting opportunities from potential art programs from outside of the State. Mr. Price believed programs offered by local organizations recognized better success compared to those coming from outside of the State and reported on the Commission's discussion which led to the proposed definition.

Councilmember Smith Edmondson requested clarification whether the definition would be specific to participants and/or performers being a Layton resident and Mr. Price clarified it would be specific to the organization's board members, not necessarily participants. Councilmember Smith Edmondson then pointed out the proposed change to the ordinance could have an unintended consequence of being too restrictive and suggested it be an item of criteria for further consideration by the Commission. She expressed concern the language might prohibit beneficial programming.

Mr. Price responded the Council had the authority to approve the ordinance with verbiage it desired and indicated the proposed ordinance was Staffs' recommendation based on its knowledge of other successful RAMP affiliations. He believed it secured Layton City's funding; however, Staff would follow the Council's direction.

Mayor Petro believed the City hadn't experienced a lack of grant submissions and believed the proposed ordinance would be sufficient.

Councilmember Smith Edmondson expressed her opinion the intent of the RAMP Tax was to provide services to Layton residents regardless of the entity providing the programming and/or services and although the language might be restrictive, she appreciated the reasoning behind the definition. A discussion followed.

Mayor Petro pointed out the City had various commissions authorized and empowered to make recommendations to the Council and expressed her respect and confidence in them.

Mr. Price added the Council had access to every grant submission and was made aware of all recommendations by the RAMP Commission.

AMEND THE RECREATION, ARTS, MUSEUM, AND PARKS (RAMP) ADVISORY

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COMMISSION BYLAWS AND RULES OF PROCEDURE – RESOLUTION 26-38

Mr. Price introduced the agenda item and reviewed the proposed changes to the RAMP Bylaws and Rules of Procedure. He mentioned the changes outlined in the ordinance would also be included in the bylaws and stated he would not review those for a second time; however, there were additional definitions and clarifications. He reviewed the following:

- Article 2 – the roles of the City Council and Commission
- Article 3 – addressed duties of the City Staff and Commission
- Article 4 – addressed differences in the definition of ‘members’ and ‘standing members’ of the Commission
- New Article 8 – Conflicts of Interest and Ethics. This inclusion ensured compliance with State Statute
- Article 9 – clarified meeting and voting standards

Staff believed the proposed changes to the Bylaws provided clear guidance and asked if there were any questions.

Councilmember Morris requested clarification about Article 3 where it referenced City Staff. Mr. Price responded many of the proposed changes were collaborative with many City Staff members to ensure many of the ideas had been fully vetted. He expressed his opinion narrowing this language to one department member would be a disservice and a discussion followed.

Councilmember Morris requested clarification about the new Article 8 and whether it would complicate the process when reviewing applications. Mr. Price expressed his optimism it would fully clarify roles between the two different types of members.

Councilmember Morris requested clarification regarding Article 8 – Conflict of Interest where it referenced 1. A Commission member and 2. The standing City and Arts representative and the difference between the two, as he was confused by the two concepts. Mr. Price explained the intent with the verbiage in 1. referenced ‘at large members’ and expressed a willingness to provide that clarification. He stated 2. would be specific to the standing representatives appointed by Layton City. A discussion followed specific to clarification regarding City Staff members participating on the RAMP Commission and other City Staff completing administration duties.

Councilmember Bloxham expressed agreement with the proposed language changes in the bylaws and believed RAMP Funds should be considered City Funds designed to be used for City projects and the four

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standing members on the Commission were doing the work of the Council; therefore, the conflict of interest was waived because they were Staff. Other representatives on the Commission should disclose any respective conflict, and potentially recuse themselves, in order to protect the idea of issues possibly driven by non-Layton forces. He emphasized the RAMP Funds should benefit Layton City.

Clint Drake, City Attorney, informed the Council item 1 reflected conflicts of interest laws within the State of Utah. He reminded the Council, simply stating a conflict of interest does not require recusal. He explained the intent to item 2 would be to alleviate any concerns that a Staff member might have regarding its employment with the City; RAMP was Layton City and depended on the professional expertise an employee might possess. He clarified that employment with the City didn't constitute a conflict of interest by itself and shared an example.

Councilmember Morris pointed out Davis Arts Council (DAC) was a contracted arts organization with the City, which also had a member on the RAMP Commission, and expressed how that could be perceived and the discussion continued. Mr. Price pointed out many other arts organization had successfully applied for and received RAMP Funding with support from the DAC representative.

Mayor Petro expressed her confidence with the proposed modifications to the ordinance and resolution, authorizing the bylaws for clarification purposes.

Councilmember Bloxham expressed concern the proposed language clearly identified that once the conflict was disclosed, the participating member had to be recused from any discussion and vote. Mr. Drake responded it wasn't intended to be that restrictive and suggested that language could be modified to reflect what he previously described.

Mr. Price informed the Council about the recruitment process for appointments to the RAMP Commission and suggested this language assisted Staff in ensuring an honest appointment process. He mentioned there had been instances in recent years in which organizations had attempted to gain access to the Commission for the sole purpose of supporting his or her affiliated organization and thus manipulation of the entire Board. The discussion continued.

Councilmember Smith Edmondson expressed her opinion delineation was expressly clear between the standing members and other commission members and it specifically identified roles. She cautioned the characterization of commission applicants as trying to gain the system and believed the lack of a clear definition might have encouraged their participation.

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Mayor Petro clarified how the motion could be made. Mr. Drake responded he would provide some language after referencing State Code.

Mayor Petro announced she would postpone the vote on this particular agenda item and announced the meeting would advance to the public hearing portion of the meeting.

PUBLIC HEARINGS:

REZONE REQUEST AND DEVELOPMENT AGREEMENT – LAYTON MAIN STREET – C-H (PLANNED HIGHWAY COMMERCIAL) TO MU (MIXED-USE) – ORDINANCE 26-25 AND RESOLUTION 26-37 – 1596 NORTH MAIN STREET

Weston Applonie, Community and Economic Development Director, introduced the agenda item and stated the property proposed for rezone consisted of 0.61 acres and was located at 1596 North Main Street, also known as 1596 Avalon Drive, and shared a visual illustration reflecting the location of the property. He informed the Council the applicant, Seth Teague, was present to address any questions of the Council. The proposed development consisted of 11 townhome units with three of the townhome units fronting Main Street as live/work units, which would be the development's commercial component. He mentioned the live/work units would be three-stories, while the remaining townhomes would be two-story. He shared an illustration of the proposed site plan which reflected the locations of various proposed buildings and oriented the Council to the conceptual layout of the development. He also shared an illustration of proposed elevations identifying the street frontage of each.

He explained the rezone would be accompanied with a Development Agreement and identified the specifics called out in the Agreement:

- Minimum 15-foot setback from the south property for the townhome units
- Minimum interior depth of the live/workspace to be at least 20 feet
- Requirement of 1,200 square foot of live/workspace on the main floor
- Minimum 75% glass to be incorporated along front façade of live/work units
- Requirement for pedestrian circulation throughout the development

Mr. Applonie stated the requested MU Zone would be consistent with the General Plan, since it exists along the Main Street Mixed-Use corridor.

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He reported the Planning Commission reviewed this item during its meeting on Tuesday, July 14, 2026, and voted unanimously to forward a recommendation of approval to the City Council. Staff supported the recommendation and asked if there were any questions.

Councilmember Thomas requested clarification about the two-story townhomes because it appeared as a three-story townhome. Mr. Applonie believed the illustration reflected a fake window and suggested the Applicant/Developer could address the question. He emphasized they were intended to be a two-story product. The designer of the project responded to Councilmember Thomas's question and indicated those townhomes were actually 2 ½-story townhome units and clarified there would be living spaces beyond those windows. He further clarified how that would be accomplished and a discussion followed.

Councilmember Smith Edmondson requested clarification whether the townhomes would be a 'for sale' product with owner occupancy or a rented product.

Seth Teague, applicant, responded the townhomes were intended to be owner-occupied; however, they couldn't control market conditions, but his goal would be owner-occupied townhomes.

Councilmember Smith Edmondson requested Mr. Applonie speak to the capacity or need for townhomes within Layton City and whether the townhomes contributed to solving the housing issue. Mr. Applonie responded townhomes weren't allowed everywhere and thorough consideration was given to make sure they were developed in places which made sense. He believed townhomes filled a niche.

Councilmember Smith Edmondson was pleased to see the townhomes included 2-car garages and was hopeful that would deter residents from parking along the front of the homes along Main Street, for safety reasons along the busy road.

Councilmember Thomas requested Mr. Applonie share an illustration of the map in order to identify the location of the park in relation to the proposed development, pointing out the location of the school crossing. He also expressed concern with cars parking along the roadway near the school crossing on Main Street. Mr. Applonie responded there was a significant distance from the school crossing. A discussion took place regarding development currently taking place within the vicinity.

Councilmember Kolendrianos clarified the lower level identified as the commercial component would also allow residential space. Mr. Applonie added, it wouldn't be a separate residential unit, it would be one unit and not two.

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Mayor Petro opened the public hearing at 8:12 p.m.

Mayor Petro called for public comment.

There were no public comments.

MOTION: Councilmember Thomas moved to close the public hearing at 8:13 PM and approve the Rezone Request and Development Agreement – Layton Main Street – C-H (Planned Highway Commercial) to MU (Mixed-Use) – Ordinance 26-25 and Resolution 26-37 – 1596 North Main Street as presented, Ordinance 26-25 and Resolution 26-37. Councilmember Kolendrianos seconded the motion. The motion passed with the following vote: **Voting AYE – Councilmembers Bloxham, expressed appreciation for the inclusion of the development agreement, Thomas, Smith Edmondson, also expressed her opinion the development agreement provided pertinent information to the Council and that the development contained only 11 units, Kolendrianos, and Morris. Voting NO – None.**

CONSENT ITEMS:

Mr. Drake stated after reviewing the Utah Municipal Officers and Employee Ethics Act, he had crafted some language which accurately reflected both the law and the intent from earlier discussion. He read the following statement: “A Commission member who has a potential conflict of interest with respect to a grant application shall disclose the conflict in accordance with applicable Utah law and City ordinance. A member shall recuse themselves from participation when required by applicable law or City ordinance, or when the member determines that a personal, financial, fiduciary, or other interest or relationship prevents the member from fairly and impartially evaluating the application”.

Mayor Petro asked if there were any questions from the Council.

Councilmember Morris asked whether paragraphs 1 and 2 had been combined with Mr. Drake’s proposed language.

Mr. Drake responded paragraph 2 would continue to stand alone, as proposed.

Councilmember Morris requested Mr. Drake read the proposed language a second time, which he did.

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Councilmember Smith Edmondson inquired whether members of all the City's commissions participate in Conflict of Interest training similar to what was presented to the City Council and Mr. Drake responded in the affirmative.

MOTION: Councilmember Morris moved to approve the Consent Agenda, Ordinance 26-26 as presented, and to also include language as recommended and stated by Mr. Drake to Resolution 26-38. Councilmember Thomas seconded the motion, which passed unanimously.

Mayor Petro expressed appreciation to Mr. Drake for assisting the Council during the meeting and to Tracy Probert, Finance Director, for participating in the meeting during Alex Jensen's, City Manager, absence.

UNFINISHED BUSINESS:

There was no unfinished business.

The meeting adjourned at 8:20 p.m.

Kimberly S Read, City Recorder

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MINUTES OF LAYTON CITY COUNCIL MEETING

SEPTEMBER 17, 2026; 7:00 P.M.

MAYOR AND COUNCILMEMBERS PRESENT:

**MAYOR JOY PETRO, ZACH BLOXHAM, MIKE
KOLENDRIANOS, CLINT MORRIS, AND DAVE
THOMAS**

EXCUSED:

BETTINA SMITH EDMONDSON

STAFF PRESENT:

**ALEX JENSEN, CLINT DRAKE, WESTON
APPLONIE, STEPHEN JACKSON, 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. She announced Councilmember Smith Edmondson had requested she be excused from the meeting and reported she was being honored and recognized as one of the Inaugural Women to Know in Utah.

Councilmember Kolendrianos announced Jason Wilde, Open Doors, would offer the invocation and Alex Doyle, Youth Council, would lead the Pledge of Allegiance.

MINUTES:

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

**Layton City Council Work Meeting – June 4, 2026;
Layton City Council Meeting – June 4, 2026;
Layton City Council Work Meeting – August 6, 2026; and
Layton City Council Work Meeting – August 20, 2026.**

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

MUNICIPAL EVENT ANNOUNCEMENTS:

Councilmember Thomas announced the following events:

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- ‘Thriller’ would be performed at the Kenley Amphitheater in October
- Halloween Bash was scheduled to take place in Commons Park on Friday, October 30, 2026

Mayor Petro announced Davis Arts Council would be presenting ‘Whispers in the Dark’ in October and directed the public to the City’s event calendar on its website or the Davis Arts Council to learn of the many scheduled activities or for more information.

Mayor Petro expressed appreciation to those residents which had participated in the myHometown service projects over the summer months. She reviewed the myHometown philosophy and identified the location of the resource centers within the City. She announced myHometown was seeking volunteers within the community willing to read with elementary school children and directed those to the myHometown Layton website.

PRESENTATIONS:

LAYTON CITY YOUTH COUNCIL SWEARING IN

Sirena Heninger, Youth Council Advisor, shared highlights of the Council from the past year which included 15 service projects and attending the Utah Youth Council Leadership Convention. She continued to share future leadership opportunities for the Youth Council’s participation for this next year and recognized specific individuals from within the community which had provided in-kind and financial donations toward future leadership opportunities for the Youth Council. She reviewed the duties of the Youth Council members which included commitment on their behalf. She presented the new members of the Youth Council.

Kim Read, City Recorder, administered the Oath of Office to members of the Youth Council.

Councilmember Thomas expressed appreciation to the Youth Council for their engagement and expressed confidence in their capabilities for doing great things in the future and stated he was impressed by their actions.

Councilmember Morris pointed out the Oath of Office administered to the Youth Council was the same as what was administered to the Mayor and Councilmembers. He pointed out September 17 was designated ‘Constitution Day’ and reviewed some of the language in the Oath. He challenged the Youth Council members to continue to serve.

Councilmember Kolendrianos mentioned he had accepted the Oath this past January and encouraged them to continue serving the community.

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Councilmember Bloxham expressed appreciation to not only the members of the Youth Council, but the advisors and was grateful to them for serving the community with intent, which successfully contributed to the great things it had accomplished.

Mayor Petro also expressed her pride and appreciation to the youth and advisors for growing the Youth Council Program and expressed appreciation for their efforts in serving the community. She encouraged the parents to be proud of their Youth Council participant.

The Youth Council was excused from the meeting at 7:21 PM.

CITIZEN COMMENTS:

Jason Wilde, resident and Open Doors Executive Director, was honored at the privilege to offer the invocation during the meeting. He expressed appreciation for Layton City's financial support of Open Doors via CDBG (Community Development Block Grant) Funding for several years. He reported 60% of the families served by Open Doors were residents of Layton City and briefly reviewed some of the services it provided. He expressed his desire to inform the public about the drop-in nursery and childcare services, Imagination Station, offered by Open Doors and reviewed a few specifics. He announced Open Doors' new location, 438 East 700 South, Clearfield.

Irene Hill, resident, expressed appreciation for the work of Mayor Petro and the City Council. She expressed her opinion the use of Flock cameras was against Fourth Amendment Rights of citizens and requested Layton City not implement the use of these.

Kathleen Woolfe, resident, informed the Council of the Self-sufficiency Program offered by Open Doors and shared her personal experience of participating in the Program. She implored the Council to continue funding Open Doors to support and provide resources for others within the community.

CONSENT AGENDA:

INTERLOCAL COOPERATION AGREEMENT FOR HIGHWAYS OR PUBLIC TRANSIT PROJECT REIMBURSEMENT, BETWEEN LAYTON CITY AND DAVIS COUNTY FOR THE 2200 WEST RAILROAD CROSSING ACTIVE TRANSPORTATION BRIDGE – RESOLUTION 26-41 – 2200 WEST RAILROAD CROSSING

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Stephen Jackson, Public Works Director, introduced the agenda item and reminded the Council of the previous discussion regarding the project and reviewed its background:

- A Feasibility Study and Alternatives Analysis was completed in 2023
- Alternatives Overview
 - At-Grade Pedestrian Crossing
 - Pedestrian Overpass
 - Full Grade Separated Crossing
 - Close Crossing
- Recommendation – Pedestrian Overpass Across 2200 N at Railroad Crossing

He shared an illustration of a concept layout used in requesting grant funding for the project and reviewed the proposed scope of the project while referencing a concept rendering.

- 265 ft main span with steel truss spanning railroad right-of-way and UTA future track
- Ramps tying into existing sidewalks
- Retaining walls supporting ramp ends to limit structure cost
- 780 ft of sidewalk to ensure connectivity

He reported City Staff had worked diligently toward receiving grant funding and reported the City had received grant funding from the United States Department of Transportation – Safe Streets for All Grant worth \$9,908,000 in December of 2025. This grant funding required a 20% local match for \$2,477,000. He identified the stipulations associated with the grant funding:

- Grant agreement must be executed within 12 months of award. He indicated this had been submitted to the federal agencies in charge and was currently being reviewed. The City was anxious to proceed once received by the City.
- Project must be completed within 5 years of executing the grant agreement.

He informed the Council, City Staff had submitted a grant request to Davis County to assist with the local match and had been awarded \$1,730,000 for that purpose. The Agreement before the Council for approval included a project completion date of ‘prior to December 31, 2030’. The projected timeframe once all grant agreements were executed would be within a three-year window. He reviewed the funding breakdown with the Council:

- Total estimated project cost: \$12,385,000
- Safe Streets for All Grant Award: \$9,908,000
- Davis County Grant Award: \$1,730,000
- Layton City local match: \$747,000

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Staff recommended approval of the resolution authorizing the agreement between Layton City and Davis County. He asked if there were any questions.

Mayor Petro expressed gratitude and appreciation to Mr. Jackson and his Staff for seeking out the grant funding needed to complete the project.

Councilmember Thomas inquired whether the walkway would be covered and Mr. Jackson responded although that wasn't reflected in the illustration, it could be accommodated.

Councilmember Morris requested clarification when the City would have to provide its match. Mr. Jackson responded the City would be required to provide the 20% match as the project progressed. Councilmember Morris inquired whether there was any concern in obtaining permits needed over the railroad tracks. Mr. Jackson indicated that was a large portion of the scope of the project, and once the design was completed, it would be forwarded to the railroad for review and approvals. Councilmember Morris asked whether Clearfield City had been approached regarding funding toward the project. Mr. Jackson mentioned conversations had taken place during which it had expressed support for the project; however, it hadn't committed to providing any funding. He pointed out although the bridge would benefit Clearfield City, the entire bridge itself would be within Layton City's right-of-way.

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

PUBLIC HEARINGS:

TEXT AMENDMENT – ACCESSORY DWELLING UNIT STANDARDS – AMENDING TITLE 19 ZONING, CHAPTER 19.02 DEFINITIONS; AND SECTION 19.06.300 ACCESSORY DWELLING UNIT STANDARDS IN ACCORDANCE WITH UTAH STATE CODE §10-21-304 – ORDINANCE 26-27

Weston Applonie, Community and Economic Development Director, announced recent legislation required to adopt new standards for detached accessory dwelling units (DADU's). He stated some minor modifications were needed to the City's ordinance and reviewed those:

- The City could no longer require similar building materials, colors, and architectural characters as the primary dwelling

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- The City could no longer require window type and location requirements
- The City could no longer require roof materials and minimum pitch
- The City could no longer identify requirements for door and entrance locations

The following additional components needed to be included in the text amendment to be compliant with the new requirements:

- Definition of DADU (Detached Accessory Dwelling Unit) was being provided
- Outline a process for converting an existing accessory structure to a DADU

Staff also recommended an update to the ADU Standards Table which reflected setbacks, height, and where the DADU structures could be located. Mr. Applonie shared an example of the new table which reflected a simpler and clearer resource for residents.

Mr. Applonie announced the Planning Commission reviewed the item during its meeting on Tuesday, August 25, 2026, and unanimously recommended approval. Staff supported the recommendation and he asked if there were any questions.

There were no questions from the Council.

Mr. Applonie responded to the Council's question posed during the previously held Work Meeting regarding the number of approved ADU's and reported the City had approved 102 ADU's as of today. He shared an illustration reflecting approved ADU's by year.

Mayor Petro opened the public hearing at 7:41 p.m.

Mayor Petro called for public comment.

There were no public comments.

MOTION: Councilmember Bloxham moved to adopt the Text Amendment – Accessory Dwelling Unit Standards – Amending Title 19 Zoning, Chapter 19.02 Definitions; and Section 19.06.300 Accessory Dwelling Unit Standards in accordance with Utah State Code §10-21-304, as presented, Ordinance 26-27. Councilmember Kolendrianos seconded the motion. The motion passed with the following vote: **Voting AYE – Councilmembers Bloxham, Thomas, Kolendrianos, and Morris. Voting NO – None.** Councilmember Smith Edmondson was not present for the vote.

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REZONE REQUEST – APPROXIMATELY 1242 EAST PHEASANT VIEW DRIVE – REZONE FROM R-1-6 (SINGLE FAMILY RESIDENTIAL) AND R-S (RESIDENTIAL SUBURBAN) TO R-2 (SINGLE AND TWO FAMILY RESIDENTIAL)

Mr. Applonie introduced the agenda item and shared a visual illustration which identified the location of the property. He explained the purpose of the rezone would be to allow expansion of the current facility and shared an illustration of the proposed expansion.

He shared a brief history associated with the parcel pointing out it had originally been approved by a Conditional Use process in 2009 as a residential facility for elderly and disabled persons. In 2011, the zoning ordinance was identified as non-compliant with federal housing guidelines and requirements, subsequently, the City code for residential facilities for persons with disabilities was updated, which designated the uses into two categories: a small residential facility and a large residential facility. The small residential facility would allow for 12 or fewer persons and a large facility would accommodate 13 or more. The update identified the small facility would function and operate in single-family residential zones and the large facility would operate within more intense zones such as multi-family zones or areas along arterial corridors. A previous owner acquired additional property in 2014 and requested an expansion from the City, and at that time was out of compliance and wouldn't be allowed to expand. That expansion occurred through a development agreement which allowed the expansion for a total of 36 units; 21 original units and 15 new units. Following construction there were actually 17 new units constructed, and the development agreement was then updated to include the additional two units. Currently the facility operated with the 38 units.

The applicant, Zach Reynolds, was requesting the R-2 zoning designation to bring the facility into compliance with the zone and pointed out the surrounding properties were R-1-6. In order to bring the property into compliance new zoning would be required, which would allow for a large residential facility, given the number of residential units.

The General Plan designated that the subject property was currently operating with a community residential zoning designation, which was intended for traditional single-family residential neighborhoods which served as a transition or buffer between low intensity residential uses and more intensive uses. Mr. Applonie explained Staff considered the scale, density, and intensity of the uses in the surrounding areas when considering compliance to the General Plan, which was reflected in the Municipal Code by allowance of both the small and large residential facilities. Small facilities inherently functioned at a neighborhood scale identifying its respective footprint, traffic generation, parking demands, and overall daily intensity on a smaller scale. Large facilities represented a higher land use intensity due to increased needs for staffing, visitor traffic, emergency vehicle access, delivery needs, and the larger footprint. Larger facilities were intended for areas where higher

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levels of activity were anticipated and the General Plan identified these areas as traditional residential and Mixed-use areas along arterial corridors and collector roads.

Mr. Applonie stated the proposed expansion would also need to address issues related to parking, fire access, fire turnaround, stormwater runoff, and landscaping. While one or two of these standards might be able to be met, Staff had concerns whether all requirements could be met, even with the proposed property expansion. He shared an illustration provided by the applicant which identified property currently owned by the adjacent single-family zoned properties, which the applicant intended to purchase for a parking lot. The property currently being used for parking would allow for the expansion of 10 additional residential units.

Mr. Applonie stated there was currently some detention in the area; however, there were still concerns related to fire access and emergency services which needed to be addressed. Fire Department Staff had indicated the need for a fire turnaround area and believed it would be difficult to accommodate, in addition to managing the detention. He concluded those were substantial obstacles for the applicant to overcome.

On Tuesday, August 25, 2026, the Planning Commission reviewed the request and voted to recommend denial of the proposed rezone request based on findings described in the Staff report and requirements outlined in accompanying Staff memorandum. Staff supported the Planning Commission's recommendation of the denial.

He asked if there were any questions.

Councilmember Thomas requested clarification whether the shared illustration, the development plan, had been submitted to the City by the applicant. Mr. Applonie responded the request at this time was only for the rezone, and the applicant wasn't required to submit a site plan; however, one was submitted in order to provide an idea of the proposed expansion. Councilmember Thomas clarified the plan didn't address concerns expressed by Fire Staff and Mr. Applonie responded in the affirmative. He continued to explain that wouldn't be reviewed in conjunction with the rezone request; rather, it was a general concern which couldn't be accommodated. He informed the Council the applicant had stated more parking would be created with the expansion than what was currently available on site.

Mr. Applonie stated it wasn't a question as to whether the use was appropriate at this location, it was more about the intensity and whether the requested use would be compliant with the General Plan.

Mayor Petro opened the public hearing at 7:52 p.m.

Mayor Petro called for public comment.

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Zach Reynolds, applicant and property owner, expressed a desire to address concerns. He reported the image had not previously been presented and he understood the concerns specific to the storm drain and other concerns expressed by Fire Staff. After visiting with other City Staff, he believed answers and resolutions to all questions could be resolved. He explained the storm drain would be underground under the parking lot. He reported the expansion would provide more parking stalls than what was currently available and would be compliant with City code. He also believed the fire access and turnaround could be accommodated and referenced the illustration. He believed all other building code requirements were sufficient. In addressing the intensity of use, the expansion would only require one additional staff member, didn't believe the intensity would be significant, and expressed his opinion the adjacent residential neighborhood wouldn't even be aware of the expansion. He pointed out the need for these types of facilities.

Mayor Petro inquired whether Mr. Reynolds had secured the properties from the adjacent properties/homeowners and Mr. Reynolds responded they had both expressed a willingness to sell, but the purchase had not been finalized pending the City's approval.

Mayor Petro asked if the Council had any questions for the applicant.

Councilmember Bloxham expressed agreement about the necessity of these types of facilities and environments for the aging demographic. He clarified the plan would be to add an additional 10 units which would only require one additional Staff member. He inquired whether discussions had taken place with Staff specific to changes to the development agreement. Mr. Reynolds responded he intended to also amend the development agreement from 38 to 48 units.

Mayor Petro called for other public comment.

Kayden Grenko, Fruit Heights, stated both his 90 year old grandparents currently reside at Pheasant View Senior Living and shared his personal experience with locating this facility for them. He believed the care they receive at Pheasant View to be exceptional with fair and honest pricing, compared to other locations. He stated this option was different from other facilities which he had identified within the industry. He recommended consideration for the expansion.

Mayor Petro asked if there was any further discussion.

Councilmember Morris mentioned the City had adopted a General Plan and hired professional Staff for good reason to determine what development within the City should resemble. The applicant's comments during the

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public hearing indicated he believed all concerns had been addressed; however, Staff continued to support denial of the request and requested Mr. Applonie respond to his observation.

Mr. Applonie stated storm water detention had not been analyzed or reviewed at this stage and there were concerns on behalf of Engineering Staff that substantial effort would be needed to facilitate that remedy. He added the illustration was at this point, the most detail provided; however, no storm water calculations or detention had determined the issue could be resolved.

Mr. Applonie expressed agreement the City's Fire Staff hadn't been able to address the concerns right away; however, he did have an email from the Fire Marshal expressing his concerns with the fire access and fire turnaround, previously mentioned during this meeting. He emphasized both of those issues had not been resolved. The broader concern beyond these issues was that this facility, while a good facility providing services needed within the community, there was a scale and scope for them and the more the City increased this type of facility, it would have a larger impact to single-family neighborhoods. He believed approval of the request would set precedent throughout other aspects of the City and recommended the Council follow the General Plan recognizing the guidelines outlined in the General Plan ensured specific zoning and densities to align with the surrounding community. Staff was supporting the recommendation due to the intensity, which wasn't compliant with the General Plan at this location, and not necessarily about the use itself.

Councilmember Kolendrianos requested Mr. Applonie address why Staff suggested the applicant move forward with submission of a rezone request, similar to what he explained during the Planning Commission Meeting on August 25, 2026. Mr. Applonie responded, in addition to the rezone, there was a current development agreement, specific to the property which also needed Council's approval, and a General Plan amendment would also be needed. Because Staff was recommending denial, this was the simplest way for the request to come before the Council.

Councilmember Bloxham asked what a proposed General Plan amendment would resemble for this particular request. Mr. Applonie responded it would carve out the property and put it into 'Transitional Residential' which would allow the R-2 zone designation. Councilmember Bloxham referenced the previous expressed concern regarding precedent; however, he believed this would be specific to this property only. Mr. Applonie clarified the precedent would be the carving out a certain section of the General Plan; essentially concluding the General Plan didn't need to be followed in this specific area. He explained the reasons the City would propose amending the General Plan: once an error or mistake was identified, information has changed and the City recognized the requirement no longer worked or would be effective in an area. He emphasized the current zoning and General Plan was sufficient for this area. Councilmember Bloxham mentioned the current zoning and allowance had been previously brought about via development agreement to allow for more units on an

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existing parcel of property. He understood the reasoning of getting it before the Council; however, approval of a General Plan amendment and development agreement would also be needed and wasn't sure whether enough information had been provided to him to make a decision. He would like to have everything provided in order to understand the full context of what was being requested for Council's approval.

Mr. Applonie responded Staff's assessment would not change. Staff attempted to provide a detailed explanation of what would come before the Council, what was reflected in the General Plan, and Staff's assessment of the General Plan. While those other applications could be provided, it would only result in the applicant having to submit additional applications and fees.

Councilmember Bloxham referenced the previous approval via the development agreement and inquired whether it would be Staff's assessment the current development agreement had expanded beyond what had originally been allowed, and additional expansion would result in a more intense use. Mr. Applonie responded the current facility would not be allowed under the current Municipal Code; the smaller facilities were successful in neighborhoods and this particular one had done well, but it definitely had exceeded what was allowed. Staff was holding the position of the Municipal Code and the General Plan to stay within those parameters.

Mayor Petro inquired whether the applicant should consider a lesser number of units and Mr. Applonie responded it had already exceeded the total number of allowable units, prior to any request for expansion. He pointed out it was currently considered legal non-conforming at this time and if the rezone was granted it would be legal conforming.

Councilmember Morris pointed out the Council had approved the General Plan and ordinances.

Zach Reynolds pointed out the development was in compliance when it was originally approved and the zoning rules changed, making it non-compliant. He believed as rules change, exceptions should be accommodated by the City Council.

Rob Reynolds, emphasized, as previously mentioned, the facility was originally constructed in compliance, and since that period of time the zone changed, making it a legal non-compliant. He desired the opportunity to provide service at a high level of care and the current rooms per attendant created challenges. The need for additional rooms was needed to maintain the property, and additional parking would be adequate. He explained the challenge associated with the request was due to the definition change of what was allowed within the zone, minus that challenge, the development agreement would only need to be amended. He believed he had the experience to ensure the standards associated with the storm drain could be met.

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Councilmember Kolendrianos inquired whether there was a mechanism already included in the development agreement which allowed for expansion of the current facility and Mr. Applonie responded it did not provide for additional expansion opportunities. He pointed out it was capped at an additional 15 units, and then modified for the extra 2, to be capped at the 38 total units.

Clint Drake, City Attorney, stated as a matter of public policy, it generally wasn't a good idea to amend General Plan and/or Zoning through a Development Agreement, it subverted identified zoning.

Councilmember Bloxham concluded this provided additional explanation as to why Staff directed the applicant to proceed through the rezone process.

MOTION: Councilmember Kolendrianos moved to close the public hearing at 8:20 PM and deny approval of the Rezone Request – Approximately 1242 East Pheasant View Drive – Rezone from R-1-6 (Single Family Residential) and R-S (Residential Suburban) to R-2 (Single and Two Family Residential). Councilmember Thomas seconded the motion. The motion passed with the following vote: **Voting AYE – Councilmembers Morris, Thomas, and Kolendrianos. Voting NO – None. ABSTAIN – Councilmember Bloxham – stated he would need more information prior to making any decision.** Councilmember Smith Edmondson was not present for the vote.

UNFINISHED BUSINESS:

There was no unfinished business.

The meeting adjourned at 8:21 p.m.

Kimberly S Read, City Recorder

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

Item Number: 5.A.

Subject:

Amend the Recreation, Arts, Museum, and Parks (RAMP) Funding Agreement – Resolution 26-45

Background:

The voters of Layton City in the November 2015 General Election, approved imposing a RAMP Tax in the City by an overwhelming margin of 63 to 37 percent.

In the November 2025 General Election, the voters of Layton City approved renewing and imposing RAMP Tax in the City by an overwhelming margin of 75.74 to 24.26 percent.

Each fiscal year, Recreation, Arts, Museum, and Parks (RAMP) grant funding is available to qualified Utah non-profit organizations or governmental entities for capital expenditures, non-capital expenditures, or programs that support Recreation, Arts, Museum, and Parks. Applications are reviewed by the RAMP Advisory Board and recommended for funding through City Council approval. Successful applicants who have applied for and are qualified to receive a portion of the funds are formally awarded through a RAMP Funding Agreement between the City and the applying organization.

Resolution 26-45 approves and adopts amendments to the existing RAMP Funding Agreement to update the terms between the City and the recipient of the awarded funds.

Alternatives:

Alternatives are to: 1) Adopt Resolution 26-45 to amend the Recreation, Arts, Museum, and Parks (RAMP) Funding Agreement; 2) Adopt Resolution 26-45 to amend the Recreation, Arts, Museum, and Parks (RAMP) Funding Agreement with any amendments the Council deems appropriate; or 3) Not adopt Resolution 26-45 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 26-45 to amend the Recreation, Arts, Museum, and Parks (RAMP) Funding Agreement.

RESOLUTION 26-45

A RESOLUTION AMENDING THE RECREATION, ARTS, MUSEUM, AND PARKS (RAMP) FUNDING AGREEMENT

WHEREAS, voters of Layton City approved imposing a RAMP Tax in the City in the November 2015 General Election; and

WHEREAS, voters of Layton City approved renewing an imposing RAMP Tax in the City in the November 2025 General Election; and

WHEREAS, each fiscal year RAMP grant funding is available to qualified Utah non-profit organizations or governmental entities for capital expenditures, non-capital expenditures, or programs that support Recreation, Arts, Museum, and Parks; and

WHEREAS, grant funding applications are reviewed by the RAMP Advisory Board and recommended for funding through City Council approval; and

WHEREAS, each successful applicant who has applied for and qualified to receive a portion of the funds is formally awarded through a RAMP Funding Agreement between the City and the applying organization; and

WHEREAS, City Staff desires to amend the RAMP Funding Agreement terms and recommends that the City Council approve the use thereof; and

WHEREAS, the City Council, having reviewed the amended RAMP Funding Agreement to approve it for use by City Staff.

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

1. That the City Council has reviewed the amended RAMP Funding Agreement, which is attached hereto and incorporated herein by this reference, be approved and adopted as part of this resolution.
2. That this RAMP Funding Agreement become effective immediately.

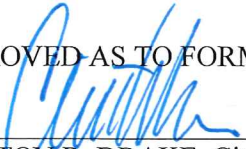
PASSED AND ADOPTED by the City Council of Layton, Utah, this **15th day of October, 2026**.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:



CLINTON R. DRAKE, City Attorney



DAVID R. PRICE,
Parks & Recreation Department Director

Layton RAMP Project: RAMP 00-00
Applying Organization
\$000.000

LAYTON CITY

**RAMP Contract, Project No. RAMP 00.00, Approved July 1, 2026
Contract Period 1-July-2026, Expires 01-January-2028**

**RECREATION, ARTS, MUSEUM, AND PARKS
FUNDING AGREEMENT**

**Between
LAYTON CITY
And
*Applying Organization***

THIS AGREEMENT is made and entered into this _____ day of _____, 2026 by and between LAYTON CITY, a Utah Municipal Corporation (“CITY”), and ***Applying Organization*** either a Utah non-profit organization or governmental entity, whose mailing address is:

*Name
Applying Organization
Applicant’s Address
Layton, Utah ZIP*

WHEREAS, CITY has imposed a local sales and use tax, pursuant to Utah Code Ann. §§ 59-12-1401 et seq., and has enacted an ordinance, Chapter 3.21, Layton Municipal Code, as well as policies governing distribution of the revenues collected by this tax, which revenues are referred to as the “Recreation, Arts, Museum, and Parks Fund” (“FUNDS”).

WHEREAS, recipient (“RECIPIENT”) has applied for and is qualified to receive a portion of the FUNDS pursuant to the statute, ordinance, and policies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained in this Agreement, and the payment of the amount of FUNDS as specified, the parties agree as follows:

1. SCOPE OF AGREEMENT:

In exchange for receipt of the FUNDS specified in Paragraph 3 below, RECIPIENT agrees to the following terms and uses for the FUNDS:

FUNDS shall be expended only within Layton City for the project purposes and amounts expressly approved as described in RECIPIENT’S RAMP Grant Application (Exhibit 1) and, CITY’S additional Completion/Progress Report and Detailed listing of RAMP program expenditures (Exhibit 2), incorporated herein by reference All expenditures must comply with Utah Code Title 59, Chapter 12, Part 14; Layton Municipal Code Chapter 3.21; applicable CITY policies; and this Agreement. If a requirement conflicts, the most restrictive lawful requirement controls unless CITY approves otherwise in writing.

A. FUNDS may not be expended for the following non-qualifying

expenditures: any expenditures not directly related to RECIPIENT's primary purpose including capital construction expenses, acquisition of real property or any interest in real property, depreciation or amortization of any asset including real property, improvement to real property, payments into an endowment corpus, expenditures outside of Layton City, fund-raising expenditures related to capital or endowment campaign, repayment of loans or interest thereon, grants or re-grants, educational scholarships, interest payments, direct political lobbying, non-deductible tax penalties, bad debt expense, and any operating expenses as defined in Layton City Municipal Code chapter 3.21.

- B. RECIPIENT agrees to update the contacts for their organization directly to RAMP program staff in a timely manner.
- C. RECIPIENT agrees to submit a Completion/Progress Report & Detailed listing of RAMP program expenditures, which details how FUNDS were expended, together with all supporting documentation required by CITY, on or before February 28, 2028, RECIPIENT understands that current and future FUNDS may be withheld due to an inadequate, incomplete, or non-submitted Completion/progress Report.
- D. RECIPIENT agrees to acknowledge the Layton City Recreation, Arts, Museum, and Parks program ("RAMP Program") in writing and orally, including acknowledging the Layton City RAMP Program at events for which FUNDS have been utilized. RECIPIENT further agrees to use its best efforts to use the official RAMP logo on written material such as playbills, brochures, appropriate advertisements, flyers, banners, websites, and newsletters. RECIPIENT may use other acknowledgments as appropriate, such as announcements from the stage, in media releases, on supertitles, on pre-event videos, etc. If RECIPIENT has a website, the RAMP logo shall be displayed on the donor/sponsor page or other prominent page of the website.
- E. RECIPIENT shall provide CITY with a copy of programs or other printed material acknowledging CITY and the RAMP Program with the Completion/Progress Report under Subparagraph 1D above.
- F. RECIPIENT agrees to provide CITY with press releases and other public relations material designed to promote RECIPIENT'S programs and projects. Submission by email is preferred at RAMP@laytoncity.org.
- G. RECIPIENT agrees that if it produces a free or reduced-admission-fee program, the terms of admission shall be extended to all citizens of the State of Utah and shall not be restricted to citizens of Layton City. RECIPIENT further agrees to publicly announce (in some manner) that this has been sponsored by the Layton City RAMP Fund (using this or similar wording) and to inform CITY'S Representative. Notification should be sent to RAMP@laytoncity.org.

- H. RECIPIENT agrees to use the Layton City website and Community Calendar to promote its events. This calendar has been created by CITY in order to benefit individuals interested in attending City events. RECIPIENT shall provide its publicity materials to Layton City staff in a timely manner and shall promote the Community Calendar among its constituents, patrons, audiences, etc., including linking to the Layton City Community Calendar from RECIPIENT'S website.

At CITY'S written request, RECIPIENT shall provide the minimum number of complimentary admissions reasonably necessary for designated CITY staff, elected or appointed official, or RAMP Advisory Commission members to monitor and evaluate a non-fundraising, RAMP-funded event. Admissions may be used only for documented official duties, may not include personal guests, and shall comply with applicable ethics laws and CITY policy.

- I. It is understood and agreed that no FUNDS or proceeds from FUNDS will be made available to any public officer or employee or in violation of the Municipal Officers and Employees' Ethics Act, Utah Code Ann. §§ 10-3-1301, et seq.
- J. CITY may sponsor an event that highlights the RAMP Program and showcases the recipients of RAMP funding. If CITY sponsors such an event and RECIPIENT is invited to participate, RECIPIENT will use its best efforts to reasonably participate as requested.
- K. The RECIPIENT agrees that, although it may not be a "public body" as defined by the Utah Open and Public Meeting statute, Utah Code Ann. §§ 52-4-101, et seq., because RECIPIENT receives public FUNDS, it will use its best efforts to adhere to the spirit of the statute by making its board meetings open to the public when discussing RAMP applications, funding or programs.
- L. CITY is preparing training for all recipients. When this training becomes available, RECIPIENT agrees that at least one representative from the organization will complete the training on an annual basis.
- M. Layton City has invested in a City website, called www.laytoncityutah.gov, which highlights the services it provides. The RAMP Program RECIPIENT shall provide pictures and data to City staff that highlights grantee activities. RECIPIENT agrees to participate in City's website by providing data upon request. The data will be similar to information requested in the RAMP Application Form, such as attendance, free admissions, expenditures, and staffing.

2. PUBLIC FUNDS AND PUBLIC MONIES:

- A. Definitions: "public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are

owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include public monies, public funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of “public funds” while in RECIPIENT’S possession.

- B. RECIPIENT’S Obligation: RECIPIENT of “public funds” and “public monies” pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these “public funds” and “public monies” as authorized by law and this Agreement for RAMP qualifying activities in Layton City. RECIPIENT understands that it, its officers, and employees may be criminally liable under Utah Code Ann. § 76-8-402, for misuse of public funds or public monies. RECIPIENT expressly understands that CITY may monitor the expenditure of public funds by RECIPIENT.

CITY and its authorized representatives may, inspect and audit all records reasonably related to the application, award, project, expenditures, matching funds, attendance, contractors, vendors, and performance under this Agreement. RECIPIENT shall provide timely access to relevant books, bank and payment records, invoices, contracts, electronic data, personnel, premises, and subcontractor records.

CITY may suspend, withhold, reduce, offset, or deny reimbursement and may require repayment of any amount that is ineligible, unsupported, misapplied, overpaid, obtained by material misrepresentation, or associated with material nonperformance. Unless CITY specifies an earlier date, repayment is due within thirty (30) days after written demand. Unpaid amounts accrue interest at the lawful rate, and RECIPIENT shall pay lawful collection costs. These remedies are cumulative and survive expiration or termination.

3. CONTRIBUTION:

Payment of FUNDS to RECIPIENT for grant award will be distributed in a reimbursement form.

Payment of FUNDS to RECIPIENT and the amounts thereof shall be on a reimbursement basis. Funds may be distributed in several payments as long as the RECIPIENT provides evidence of payment in the form of a receipt or other method of documentation of payment for RAMP project related expenses approved or required by CITY. Any past due balances owed to a CITY facility or agency may first be deducted before any distribution of FUNDS made to RECIPIENT.

4. EFFECTIVE DATE:

This Agreement begins July 1, 2026, and ends January 1, 2028 (“Agreement Period”), unless earlier terminated. RECIPIENT may incur reimbursable costs only during the

Agreement Period. The Agreement Period may be extended only by a written amendment signed by CITY before expiration. The final Completion Report is due February 28, 2028. Provisions concerning audit, records, repayment, indemnification, public records, remedies, and enforcement survive expiration or termination.

5. MAINTENANCE AND AVAILABILITY OF RECORDS:

RECIPIENT shall maintain complete, accurate, and professionally organized records supporting its eligibility, application, project performance, matching funds, reimbursement requests, and use of all FUNDS. Records must be retained for at least five (5) years after final payment or final closeout, whichever is later, and longer while an audit, claim, investigation, records request, or litigation is pending. RECIPIENT shall not destroy relevant records after receiving notice of any such matter. Records submitted to or obtained by CITY are subject to the Utah Government Records Access and Management Act (“GRAMA”), Utah Code Title 63G, Chapter 2. CITY does not promise confidentiality beyond what applicable law permits. RECIPIENT shall conspicuously identify any material it claims is protected from disclosure and shall state the legal basis for the claimed protection; however, CITY retains authority to classify and disclose records in accordance with GRAMA. RECIPIENT shall reasonably assist CITY in responding to records requests and shall securely collect, maintain, and transmit personal or confidential information.

6. ASSIGNMENT AND TRANSFER OF FUNDS:

RECIPIENT shall not assign or transfer its rights or receipt of Funds under this Agreement, any interest therein, or claim hereunder. The Funds provided under this Agreement shall be used exclusively and solely by RECIPIENT for the purposes set forth in this Agreement.

7. INDEPENDENT ENTITY:

RECIPIENT’S status in relation to CITY is that of an independent entity. RECIPIENT’S acts, made through any of RECIPIENT’S officers, agents, or employees are made without any suggestion, direction, or management whatsoever by CITY, CITY’S representative, or any other of CITY’S officers, agents or employees. The parties stipulate that the FUNDS provided to RECIPIENT under this Agreement do not give CITY any authority whatsoever over the manner and method by which RECIPIENT carries out its purposes. To the extent that any actions taken by RECIPIENT violate the understanding between the parties, as expressed in RECIPIENT’S application form and in this Agreement, CITY shall have the rights provided under this Agreement to withdraw funding and demand reimbursement of FUNDS previously expended by RECIPIENT.

8. INDEMNIFICATION:

A. Unless RECIPIENT is governmental entity in the State of Utah, the Parties agree to the following indemnification provisions:

RECIPIENT shall indemnify, defend and save harmless CITY, its officers, agents, volunteers and employees, from and against any and all claims, damages, losses and expenses, including attorney’s fees and legal costs, arising out of any and all of RECIPIENT’S, or its officers’, agents’, or

employees' negligent or wrongful acts or failures to act which occur during the term of the Agreement, or, if Funds are not fully expended during the term of this Agreement, during the period of time in which RECIPIENT expends Funds made available under this Agreement.

CITY is a body corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 *et seq.* ("the Act"). The Parties agree that CITY shall only be liable within the parameters of the Act. Nothing contained in this Agreement shall be construed, in any way, to modify the limits of liability set forth in the Act or the basis for liability as established in the Act.

B. If RECIPIENT is a governmental entity in the State of Utah, the Parties agree to the following indemnification provision:

Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 *et seq.* ("the Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, CITY and RECIPIENT shall be responsible for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither CITY nor RECIPIENT shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

9. INSURANCE:

RECIPIENT shall maintain insurance throughout the Agreement Period and during all funded activities in the types and amounts reasonably required by CITY'S Risk Manager based upon the nature and risk of the funded project. Unless different requirements are approved by the Risk Manager in writing, RECIPIENT shall maintain: (a) commercial general liability insurance with limits of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate; (b) automobile liability insurance with a limit of not less than \$1,000,000 combined single limit when vehicles are used in connection with the project; (c) workers' compensation insurance as required by law; and (d) any professional liability, event liability, abuse-or-molestation, cyber liability, or other coverage reasonably required by CITY.

The applicable policies shall name CITY and its officers, employees, agents, and volunteers as additional insureds for ongoing and completed operations, shall be primary and noncontributory to CITY'S insurance. Certificates of insurance and requested endorsements are conditions precedent to payment. Insurance requirements apply wherever the funded activity occurs and are not limited to activities conducted on CITY property.

10. NO OFFICER OR EMPLOYEE INTEREST:

RECIPIENT understands and represents that no officer or employee of CITY has or shall have any pecuniary interest, direct or indirect, in this Agreement or the Funds distributed.

11. TERMINATION:

CITY may terminate this Agreement as a result of the failure of RECIPIENT to fulfill its obligations under this Agreement. CITY shall provide written notice of termination of this Agreement by delivering to RECIPIENT a Notice of Termination specifying the basis for the termination. Upon RECIPIENT's receipt of a Notice of Termination, RECIPIENT shall have 30 days in which to cure the basis for termination set forth in such Notice of Termination. If RECIPIENT fails to cure such basis for termination within the 30-day period, CITY may terminate this Agreement. Upon termination of this Agreement, RECIPIENT shall immediately deliver to CITY all unused FUNDS previously paid to RECIPIENT under this Agreement and CITY may, in its sole discretion, seek repayment of expended funds previously paid to RECIPIENT under this Agreement.

CITY may terminate this agreement for the following non-inclusive reasons:

- A. RECIPIENT no longer qualifies for receipt of funding as an organization under CITY's RAMP Program, as defined in the Layton City Municipal Code, and this Agreement.
- B. RECIPIENT was determined to be qualified based upon the submission of erroneous information, and may require RECIPIENT to return all Funds paid to RECIPIENT based upon the erroneous information.
- C. If the financial health of RECIPIENT is in such jeopardy that organizational dissolution is inevitable.
- D. Any actions taken by RECIPIENT that violate the understanding between the parties, as expressed in RECIPIENT's Application Form and in this Agreement.

The parties agree that rights and remedies of CITY in this section are in addition to any other rights and remedies provided by law or under this Agreement.

12. ETHICAL STANDARDS:

RECIPIENT represents that it has not: (a) provided an illegal gift or payoff to any CITY officer or employee, or former CITY officer or employee, or to any relative or business entity of a CITY officer or employee, or relative or business entity of a former CITY officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Layton City's Ethics Code, Chapter 2.07, Layton City Code of Ordinances, 2005; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any CITY officer or

employee or former CITY officer or employee to breach any of the ethical standards set forth in State statute or Layton City ordinances.

13. CITY REPRESENTATIVE:

CITY hereby appoints the Finance Director as CITY's Representative to assist in the administration of this Agreement and the FUNDS provided by this Agreement. Said Representative and designated City staff shall ensure performance of this Agreement by RECIPIENT and assist RECIPIENT in obtaining information and access to CITY offices, if necessary for RECIPIENT's performance of this Agreement, and if such assistance is requested by RECIPIENT. Additionally, said Representative and designated City staff shall monitor and evaluate the performance of this Agreement by RECIPIENT, but shall not assume any supervisory or management role over RECIPIENT or any of RECIPIENT's officers, agents or employees during RECIPIENT's ordinary course of business or in RECIPIENT's expenditure of funds provided by this Agreement, other than to enforce CITY's rights and responsibilities under this Agreement.

14. COMPLIANCE WITH LAWS:

RECIPIENT agrees that it, its officers, agents, and employees will comply with all laws, federal, state or local, which apply to its operations and in particular those laws created to protect the rights of individuals, including, but not limited to, those laws requiring access for persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

15. ADDITIONAL DOCUMENTS:

RECIPIENT represents and warrants throughout the Agreement Period that it: (a) is duly organized and in good standing; (b) remains eligible for the FUNDS; (c) has authority to enter into and perform this Agreement; (d) all information submitted in its application and reimbursement requests is complete and accurate; (e) possesses all licenses, permits, approvals, and authorizations required for the project; (f) will comply with all applicable laws, rules, regulations, ordinances, and requirements applicable to its receipt of Public Funds.

The following documents shall be submitted by RECIPIENT to CITY prior to any funds being disbursed to RECIPIENT by CITY, and are incorporated into this Agreement by reference, being made a part hereof as exhibits:

- A. RAMP Grant Application and Project Budget – (Exhibit 1)
- B. Completion/Progress Report and Detailed listing of RAMP program expenditures – (Exhibit 2)

16. INTERPRETATION:

The entire Agreement consists of this Agreement and the exhibits identified in Paragraph 15. In the event of a conflict, the documents shall control in the following order: (1) this Agreement; (2) Exhibit 1; and (3) Exhibit 2. This Agreement shall be interpreted consistently with Utah Code Title 59, Chapter 12, Part 14; Layton Municipal Code Chapter 3.21, as amended; and applicable CITY policy.

17. ENTIRE AGREEMENT:

This Agreement contains the entire Agreement between the parties, and no statement, promises or inducements made by either party or agents for either party that are not contained in this written Agreement shall be binding or valid. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties. Moreover, as a standard form contract approved by CITY Attorney's Office, any alteration without the approval of CITY Attorney's Office shall render the Agreement void and without effect.

18. SURVIVAL AND ADDITIONAL TERMS:

The provisions concerning audit, records retention and disclosure, repayment, indemnification, governmental immunity, remedies, governing law, and enforcement survive expiration or termination. Other obligations survive only to the extent necessary to complete an approved closeout or as expressly stated in this Agreement.

No Waiver:

No failure or delay by CITY in exercising a right under this Agreement constitutes a waiver. If any provision is determined to be invalid or unenforceable, the remaining provisions remain effective. RECIPIENT may not assign this Agreement without CITY'S prior written consent. This Agreement does not create a partnership, joint venture, agency, employment relationship, or third-party beneficiary. The Agreement may be executed in counterparts and by electronic signature.

19. NOTICE:

Formal notices under this Agreement shall be in writing and delivered personally, by nationally recognized overnight delivery service, or by email with confirmation of receipt to the addresses stated below. A copy of any notice of default, termination, claim, or dispute shall also be sent to the Layton City Manager's Office and the Layton City Attorney's Office. Each party shall promptly give written notice of any change in its notice information.

20. GOVERNING LAWS:

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and Layton City, both as to interpretation and performance.

21. WARRANT OF AUTHORITY:

Any person signing this Agreement warrants his or her authority to do so and bind RECIPIENT. RECIPIENT understands that CITY may require RECIPIENT to return all FUNDS paid to RECIPIENT based upon a breach of the warrant of authority.

[Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year recited above.

LAYTON CITY

By: _____
JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

SUBMITTING DEPARTMENT:

CLINTON R. DRAKE,
City Attorney

DAVID R. PRICE,
Parks and Recreation Director

*Applying Organization
Name*

By: _____

Name: _____

Title: _____

EXHIBIT 1

Ramp Grant Application

Name of Project

Project Name

Priority

Priority (numeric 1, 2, ...)

If your organization is applying for more than one grant please list your priority for this project.

Would your organization accept partial funding for this project? ☐ Yes ☐ No

What grant are you applying for?

Type of Project Expenditure

- ☐ Capital Expenditures: New Facilities or Improvements to Existing Facilities and Equipment (Layton City as Applicant Only)
- ☐ Non-Capital Expenditures: Equipment to Support Existing Layton City-owned Facilities
- ☐ Programs

Definitions:

- Capital Expenditures shall mean expenditures for the acquisition, construction, replacement, restoration, expansion, or substantial improvement of land, buildings, infrastructure, facilities, or equipment having a useful life extending beyond one fiscal year and resulting in the creation, enhancement, or prolongation of a long-term capital asset.
- Non-Capital Expenditures shall mean expenses that include equipment or supplies used to support Recreation, Arts, Museum, and Parks.
- Program includes events, activities, experiences, or supplies that supports Recreation, Arts, Museum, and Parks.

Applicant's Name

Individual responsible for this application

Name of Organization

Organization Name

Address

Address

City

City

State

UT

Zip

Zip

Phone Number

ContactPhone

Email

Contact Email

RAMP Funding Request: \$	0
--------------------------	---

Organization's Matching Funds (options): \$	0
---	---

Total Cost of Project: \$	0
---------------------------	---

Please indicate your organization's status. Proof of status must be attached at the bottom of the application.

-- Select --

Are the majority of the non-profit board members or governing body residents of the State of Utah?

☐ Yes ☐ No

Are the majority of the non-profit board members or governing body residents of Davis County?

☐ Yes ☐ No

Does your organization's primary purpose meet the advancement and preservation of Recreation, Arts, Museums, and/or Parks?

Note: To be eligible for RAMP revenues, Layton City or a qualified nonprofit applicant must have as its primary organizational purpose, as evidenced by its governing documents, operating documents, and demonstrated operations, the advancement, preservation, and provision of public recreation, arts, museum, and parks that primarily benefit residents of and are located within the City of Layton, UT. An applicant shall not qualify for RAMP funding solely because it conducts, sponsors, or promotes recreation, arts, museum, or parks-related programs or activities that are incidental or ancillary to its primary organizational purpose. (Link to Layton City Ordinance 26-26; 3.21.050(2))

☐ Yes ☐ No

Provide a brief summary of this project. (2,000 characters maximum)

<i>Project Summary</i>

Tell us how this project benefits the residents of Layton. (1,000 characters maximum)

<i>Benefits to Layton residents</i>

Does this project include a program that will charge an admission fee for attendance? ☐ Yes ☐ No

How much is the price of admission? 0

How many people do you estimate will be attending this project/program? 0

Does this project include activities or a program fee that participants will need to pay to perform or participate in?

☐ Yes ☐ No

How much will each participant be charged? \$ 0

How many people do you estimate will be participating in this project/program? 0

Is the sole purpose of this project a fundraising event for your organization? ☐ Yes ☐ No

Does this request fund any organizational operating expenses? ☐ Yes ☐ No

Operating Expenses shall mean those reasonable and necessary recurring expenditures incurred in the ordinary course of administering, operating, maintaining, staffing, or the management of individual services, programs, facilities, or activities of an organization or governmental entity within a fiscal period. Operating Expenses may also include personnel costs, employee benefits, utilities, consumable supplies, routine maintenance and repairs, insurance, contractual and professional services, program delivery costs, administrative expenses, marketing, and other similar ongoing expenditures necessary for continued operations of an organization or governmental entity.

Operating Expense Exceptions:

1. An organization or governmental entity may use RAMP Revenues to advertise, or market programs, projects, or experiences of an awarded RAMP project or program.
2. Organizations may hire staff with RAMP Revenues if their entire scope of work is to fulfill the purposes of the RAMP awarded project or program. Full-time, part-time, or contracted employees of an organization or government entity may not be partially funded with RAMP Revenues.
3. Use of funding in accordance with these exceptions must be identified in the application.

Will this project include performances or events outside of Layton City? ☐ Yes ☐ No

What other funding resources does your organization have for this project? (1000 characters maximum)

Funding Resources

What was your organization's annual operating budget last year? \$ 0

Describe how your organization will display the RAMP Logo and promote RAMP, during development and permanently upon completion, if your project is selected for funding. (1100 character maximum)

Documents

Attach the following information:

ORGANIZATION INFORMATION

- 1. If your organization is claiming non-profit status, attach proof of status.
- 2. Provide an outline of your organizational structure with a list of all officers and board members and their addresses. The majority of non-profit board members must be Utah residents. If your organization is a governmental body provide an outline of your organizational structure.
- 3. Your organization’s mission statement.
- 4. Provide a detailed financial statement for your organization for each of the last three years.

DETAILED BUDGET

Using the [Detailed Budget Expense spreadsheet](#) provided, create a detailed budget for the entire project, including an explanation of how the RAMP funds would be used.

Within the Detailed Budget Expense spreadsheet, please include the following:

- A detailed cost estimate of new facilities or changes to existing facilities.
- A detailed breakdown of all matching funds. If property or labor (staff or volunteer) is listed as matching funds, provide proof of property ownership, and/or breakdown of labor or volunteer hours, and equipment costs associated with the project. Projects with matching funds must submit a letter or letters of support from donors.
- All taxes, fees, installation, freight and delivery must be included in your budget.
- The [Detailed Budget Spreadsheet](#) must be uploaded in an .xlsx file. (If awarded funding, this spreadsheet must be completed and submitted with the Completion Report.)

SUPPLEMENTAL INFORMATION

- 1. Provide any architectural drawings or plans for new facilities or changes to existing facilities, if applicable.
- 2. Additional backup information of supporting quotes, if available.

Attach Files

If you have issues attaching documents, please email your attachments to ramp@laytoncity.org and indicate your Application ID and Project Name when doing so.

Choose File

No file chosen

Remove File

Add Another

I agree and understand the following:

- ☐ Layton City's RAMP Grant process is a competitive process, not an entitlement program. Not all projects or applicants will receive funding.
- ☐ Layton City's RAMP Advisory Commission may reject without further consideration any application that is substantially incomplete, incoherent, untimely, or otherwise fails to satisfy the requirements of this Chapter or the applicable grant application. The RAMP Advisory Commission may, but is not required to, permit an applicant to correct minor clerical errors, provide omitted information, or clarify responses. The decision whether a deficiency is minor and eligible for correction shall be within the sole discretion of the RAMP Advisory Commission and shall not create a right or expectation that any other applicant will be afforded the same opportunity.
- ☐ Applicant understands that the basic application may not include all information needed to subjectively evaluate each application and request; therefore, applicant agrees to provide additional information as requested by the RAMP Commission.
- ☐ If awarded, applicant understands they will be required to sign a funding agreement prior to fund disbursement.
- ☐ RAMP funding can only be used by a private nonprofit cultural organization or institution having as its primary purpose being RAMP related programming.
- ☐ I hereby acknowledge that I have read this application in its entirety and that all documents submitted to the RAMP Tax Advisory Commission for this application are true and correct to the best of my knowledge. Furthermore, I acknowledge that I have the authority to bind this organization to the project.
- ☐ I further acknowledge, that by submitting this form, this serves as an electronic signature that all is true and correct to the best of my knowledge.

Please contact the Layton City Parks and Recreation Department at RAMP@laytoncity.org with any questions about this application or its requirements.

Submit Application

RAMP Application: Detailed Budget Form

Name of RAMP Grant:		Estimate of Expenditures at the Time of Application		Actual Expenditures at the Time of Completion	
Name of Organization:					
<i>Please use this form to document the required budget details outlined in the RAMP grant application under Budget Details. The .xlsx version of this file must be uploaded to your application.</i>		Applicants Matching Funds	Applicants Requested RAMP Funds	Applicants Matching funds	Applicants Actual RAMP Funds
Total Amount of RAMP Request	\$0				
1a Total Revenue of Admission Fees or Ticket Sales (if applicable)		\$0.00		\$0.00	
1b Total Revenue of Participation Fees (if applicable)		\$0.00		\$0.00	
2 Total Consultant Fees: (examples could include architect or engineering fees)		\$0.00	\$0.00	\$0.00	\$0.00
3 Total Publicity and Promotion: (examples could include marketing or advertising)		\$0.00	\$0.00	\$0.00	\$0.00
4 Performing Rights: (examples could include music rights, royalties)		\$0.00	\$0.00	\$0.00	\$0.00
5 Rentals: (examples could include equipment, performance space, or costumes)		\$0.00	\$0.00	\$0.00	\$0.00
6 Supplies: (examples could include props, stage sets, etc.)		\$0.00	\$0.00	\$0.00	\$0.00
7 Wages: (please provide documentation of all employee wages at completion)		\$0.00	\$0.00	\$0.00	\$0.00
<i>List of employees and hours must be attached with Completion Report</i>					
8 Volunteers		\$0.00	\$0.00	\$0.00	\$0.00
<i>List of employees and hours must be attached with Completion Report</i>					
9 Stipends, or Additional Monetary Awards		\$0.00	\$0.00	\$0.00	\$0.00
10 Contracted Work		\$0.00	\$0.00	\$0.00	\$0.00
11 Contingency (If Requested)		\$0.00	\$0.00	\$0.00	\$0.00
12 Other		\$0.00	\$0.00	\$0.00	\$0.00
Grand Totals		\$0.00	\$0.00	\$0.00	\$0.00
<i>Percent of total project</i>		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

*At completion, please attach all itemized receipts, invoices, documentation for all expenses,
and documentation of all employee and volunteer hours.*

Layton City RAMP Advisory Commission
465 N Wasatch Drive
Layton, Utah 84041
Phone: 801-336-3900
Fax: 801-336-3909



EXHIBIT 2

RAMP Grant Completion/Progress Report

A Completion Report is due within 90 days of project completion, but no later than September 30 the year after receiving RAMP Grant funds. If the project is not completed by December 1 of the granting year, a Progress Report is required at that time. (If filing a Progress Report, you will still need to submit a Completion Report when the project is finished.) Reports should be filed with The Layton City RAMP Advisory Commission at the address listed on the top of this form. **Please file a separate report for each project.**

Grant Project # _____

Name of Government Entity or Nonprofit Organization

Address

City

State

Zip Code

Contact Person

Title or Position

Phone Number

Email Address

Name of Project

\$ _____
Dollar Amount of Grant



COMPLETION REPORT

Completion Date: _____ Number of People Attending: _____
(If Applicable)

Unused RAMP Funds: \$ _____ **Note: Unused funds must be returned to Layton City.**

Please Attach the Following Information:

- ☐ Detailed listing of RAMP project expenditures
- ☐ Photos of RAMP signs at event or on structure
- ☐ Printed materials acknowledging RAMP funding (if applicable)
- ☐ Paragraph describing the project's impact to the community

Refer to your contract to ensure you are fully compliant. The contract specifies additional requirements that may not be listed here. Be sure to include compliance with any additional contract requirements.



PROGRESS REPORT

Please attach a current progress report containing the following information:

- ☐ Estimated completion date
- ☐ Paragraph describing current project status
- ☐ Concerns or problems you may be having with the completion of the project
- ☐ Amount of funds spent thus far

I hereby acknowledge that the information on this form and any attachments is true and correct to the best of my knowledge and that all RAMP expenditures have occurred in compliance with the RAMP contract.

Name (Please Print)

Signature

Date



YEAR RAMP Grant Completion Report



Layton City Parks and Recreation - Phone: 801-336-3900 - 465 North Wasatch Drive, Layton Utah

DATE:

NAME:

RAMP PROJECT #:

PROJECT NAME:

STATUS: Complete

Paragraph describing the project's impact to the community:

Photos of RAMP signs at event or on structure:

See Attachment A below...

Printed materials acknowledging RAMP funding (if applicable):

See Attachment A below...

Detailed listing of RAMP project expenditures:

Use the Excel spreadsheet to list your project expenditures. Include, as an attached pdf, all supporting documentation of proof of purchase, payments received, and if applicable, listed volunteers.

Attachment A: (Insert photo(s) below or include as an attached pdf as part of your completion report.)



YEAR RAMP Grant Progress Report



Layton City Parks and Recreation - Phone: 801-336-3900 - 465 North Wasatch Drive, Layton Utah

DATE:

NAME:

RAMP PROJECT #:

PROJECT NAME:

CURRENT PROJECT STATUS: In Progress

ESTIMATED COMPLETION DATE:

Paragraph Describing Current Project Status:

Concerns or Problems You May Be Having With the Completion of the Project:

Photos or Printed Materials of Project Status:

See Attachment A below....

Amount of Funds Spent to Date:

Use the Excel spreadsheet to list your project expenditures to date. Include, as an attached pdf, all supporting documentation of proof of purchase, payments received, and if applicable, listed volunteers.

Attachment A: (Insert photo(s) below or include as an attached pdf as part of your progress report.)

RAMP Application: Detailed Budget Form

Name of RAMP Grant:		Estimate of Expenditures at the Time of Application		Actual Expenditures at the Time of Completion	
Name of Organization:					
<i>Please use this form to document the required budget details outlined in the RAMP grant application under Budget Details. The .xlsx version of this file must be uploaded to your application.</i>		Applicants Matching Funds	Applicants Requested RAMP Funds	Applicants Matching funds	Applicants Actual RAMP Funds
Total Amount of RAMP Request	\$0				
1a Total Revenue of Admission Fees or Ticket Sales (if applicable)		\$0.00		\$0.00	
1b Total Revenue of Participation Fees (if applicable)		\$0.00		\$0.00	
2 Total Consultant Fees: (examples could include architect or engineering fees)		\$0.00	\$0.00	\$0.00	\$0.00
3 Total Publicity and Promotion: (examples could include marketing or advertising)		\$0.00	\$0.00	\$0.00	\$0.00
4 Performing Rights: (examples could include music rights, royalties)		\$0.00	\$0.00	\$0.00	\$0.00
5 Rentals: (examples could include equipment, performance space, or costumes)		\$0.00	\$0.00	\$0.00	\$0.00
6 Supplies: (examples could include props, stage sets, etc.)		\$0.00	\$0.00	\$0.00	\$0.00
7 Wages: (please provide documentation of all employee wages at completion)		\$0.00	\$0.00	\$0.00	\$0.00
<i>List of employees and hours must be attached with Completion Report</i>					
8 Volunteers		\$0.00	\$0.00	\$0.00	\$0.00
<i>List of employees and hours must be attached with Completion Report</i>					
9 Stipends, or Additional Monetary Awards		\$0.00	\$0.00	\$0.00	\$0.00
10 Contracted Work		\$0.00	\$0.00	\$0.00	\$0.00
11 Contingency (If Requested)		\$0.00	\$0.00	\$0.00	\$0.00
12 Other		\$0.00	\$0.00	\$0.00	\$0.00
Grand Totals		\$0.00	\$0.00	\$0.00	\$0.00
<i>Percent of total project</i>		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<i>At completion, please attach all itemized receipts, invoices, documentation for all expenses, and documentation of all employee and volunteer hours.</i>					

Layton RAMP Project: RAMP 00-00
Applying Organization
\$000.000

LAYTON CITY

RAMP Contract, Project No. RAMP 00.00, Approved July 1, 2026
Contract Period 1-July-2026, Expires 01-January-2028

~~TIER I~~

RECREATION, ARTS, MUSEUM, AND PARKS
FUNDING AGREEMENT

Between
LAYTON CITY
And
Applying Organization

THIS AGREEMENT is made and entered into this _____ day of _____, 2026 by and between LAYTON CITY, a ~~body corporate and politic of the State of~~ Utah Municipal Corporation ("CITY"), and *Applying Organization* either a Utah non-profit organization or governmental entity, whose mailing address is:

Name

Applying Organization

~~437 N Wasatch Dr.~~ Applicant's Address

Layton, Utah ~~84041~~ ZIP

WHEREAS, ~~the CITY~~ CITY has imposed a local sales and use tax, pursuant to Utah Code Ann. ~~§§ 59-12-701, et seq.~~ §§ 59-12-1401 et seq., and has enacted an ordinance, Chapter 3.21, Layton Municipal Code, as well as policies governing distribution of the revenues collected by this tax, which revenues are referred to as the "Recreation, Arts, Museum, and Parks Fund" ("~~Funds~~ FUNDS").

WHEREAS, recipient ("RECIPIENT") RECIPIENT has applied for and is qualified to receive a portion of the ~~Fund~~ FUNDS pursuant to the statute, ordinance, and policies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained in this Agreement, and the payment of the amount of ~~Funds~~ FUNDS as specified, the parties agree as follows:

1. SCOPE OF AGREEMENT:

In exchange for receipt of the ~~Funds~~ FUNDS specified in Paragraph 3 below, RECIPIENT agrees to the following terms and uses for the ~~Funds~~ FUNDS:

~~A. Funds~~ FUNDS shall be expended only within Layton City for the project purposes and amounts expressly approved ~~as set forth with greater specificity described~~ in RECIPIENT'S RAMP Grant Application (Exhibit 1) and, ~~the CITY~~ CITY'S additional Completion/~~progress~~ Progress Report ~~—and~~ Detailed listing of RAMP program expenditures (Exhibit 23), incorporated herein by reference All expenditures must comply with Utah

Code Title 59, Chapter 12, Part 14; Layton Municipal Code Chapter 3.21; applicable CITY policies; and this Agreement. If a requirement conflicts, the most restrictive lawful requirement controls unless CITY approves otherwise in writing, and as further defined and set forth herein and pursuant to Utah Code Ann. §§ 59-1214-7011401, et seq.; Chapter 3.07 3.21 Layton Municipal Code; and those policies, applications and standards established by Layton City to administer the distribution of the FundsFUNDS.

B.A.FundsFUNDS may not be expended for the following non-qualifying expenditures: any expenditures not directly related to RECIPIENT's primary purpose including capital construction expenses, acquisition of real property or any interest in real property, depreciation or amortization of any asset including real property, improvement to real property, payments into an endowment corpus, expenditures outside of Layton City, fund-raising expenditures related to capital or endowment campaign, repayment of loans or interest thereon, grants or re-grants, educational scholarships, interest payments, direct political lobbying, ~~expenditures not directly related to RECIPIENT's primary purpose~~, non-deductible tax penalties, bad debt expense, and any operating expenses ~~that are utilized in calculating federal unrelated business income tax.~~ as defined in Layton City Municipal Ceode chapter 3.21.

G.B. RECIPIENT agrees to update the contacts for their organization directly to RAMP program staff in a timely manner.

D.C. RECIPIENT agrees to submit a Completion/~~P~~progress Report —& Detailed listing of RAMP program expenditures, which details how FundsFUNDS were expended, together with all supporting documentation required by CITY, on or before ~~September 30, 2027.~~ February 28, 2028. RECIPIENT understands that current and future FundsFUNDS may be withheld due to an inadequate, incomplete, or non-submitted Completion/progress Report.

E.D. RECIPIENT agrees to acknowledge the Layton City Recreation, Arts, Museum, and Parks program (“RAMP Program”) in writing and orally, including acknowledging the Layton City RAMP Program at events for which FundsFUNDS have been utilized. RECIPIENT further agrees to use its best efforts to use the official RAMP logo on written material such as playbills, brochures, appropriate advertisements, flyers, banners, websites, and newsletters. RECIPIENT may use other acknowledgments as appropriate, such as announcements from the stage, in media releases, on supertitles, on pre-event videos, etc. If RECIPIENT has a website, the RAMP logo shall be displayed on the donor/sponsor page or other prominent page of the website.

F.E. RECIPIENT shall provide CITY with a copy of programs or other printed material acknowledging ~~the CITY~~CITY and the RAMP Program with the Completion/Progress Report under Subparagraph 1D above.

~~G.F.~~ RECIPIENT agrees to provide CITY with press releases and other public relations material designed to promote RECIPIENT'S programs and projects. Submission by email is preferred at RAMP@laytoncity.org.

~~H.G.~~ RECIPIENT agrees that if it produces a free or reduced-admission-fee program, the terms of admission shall be extended to all citizens of the State of Utah and shall not be restricted to citizens of Layton City. RECIPIENT further agrees to publicly announce (in some manner) that this has been sponsored by the Layton City RAMP Fund (using this or similar wording) and to inform ~~the CITYCITY'S Representative, named below,~~ of such an event in advance and in a timely manner. Notification should be sent to RAMP@laytoncity.org.

~~I.H.~~ RECIPIENT agrees to use the Layton City ~~w~~Website and Community Calendar to promote its events. This calendar has been created by ~~the CityCITY~~ in order to benefit individuals interested in attending City events. RECIPIENT shall provide its publicity materials to Layton City staff in a timely manner and shall promote the Community Calendar among its constituents, patrons, audiences, etc., including linking to the Layton City Community Calendar from RECIPIENT'S website.

~~J.~~ At CITY'S written request, RECIPIENT shall provide the minimum number of complimentary admissions reasonably necessary for designated CITY staff, elected or appointed official, or RAMP Advisory Commission members to monitor and evaluate a non-fundraising, RAMP-funded event. Admissions may be used only for documented official duties, may not include personal guests, and shall comply with applicable ethics laws and CITY policy. ~~RECIPIENT agrees to provide tickets to any non-fundraising RAMP-funded event, without charge and within reason, as requested by CITY'S Representative to enable the RAMP Advisory Commission to better review and evaluate RECIPIENT'S organization and programs.~~

~~K.~~ ~~In compliance with City policy, RECIPIENT may make one non-fundraising performance or event per year available to elected or appointed officials through said Representative for the purpose of enabling the official to better evaluate and review the organization, programming and attendance at the event.~~

~~L.I.~~ It is understood and agreed that no ~~Funds~~FUNDS or proceeds from ~~Funds~~FUNDS will be made available to any public officer or employee or in violation of the Municipal Officers and Employees' Ethics Act, Utah Code Ann. §§ 10-3-1301, et. seq.

~~M.J.~~ CITY may sponsor an event that highlights the RAMP Program and showcases the recipients of RAMP funding. If ~~the CITYCITY~~ sponsors such an event and RECIPIENT is invited to participate, RECIPIENT will use its best efforts to reasonably participate as requested.

~~N.K.~~ The RECIPIENT agrees that, although it may not be a “public body” as defined by the Utah Open and Public Meeting statute, Utah Code Ann. §§ 52-4-101, et. seq., because RECIPIENT receives public ~~funds~~FUNDS, it will use its best efforts to adhere to the spirit of the statute by making its board meetings open to the public when discussing RAMP applications, funding or programs.

~~Q.L.~~ CITY is preparing training for all recipients. When this training becomes available, RECIPIENT agrees that at least one representative from the organization will complete the training on an annual basis.

~~P.M.~~ Layton City has invested in a City website, called www.laytoncityutah.gov, which highlights the services it provides. The RAMP Program RECIPIENT shall provide pictures and data to City staff that highlights grantee activities. RECIPIENT agrees to participate in City’s website by providing data upon request. The data will be similar to information requested in the RAMP Application Form, such as attendance, free admissions, expenditures, and staffing.

2. PUBLIC FUNDS AND PUBLIC MONIES:

A. Definitions: “~~p~~Public funds” and “public monies” mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include public monies, public funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of “public funds” while in RECIPIENT’S possession.

B. RECIPIENT’S Obligation: RECIPIENT of “public funds” and “public monies” pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these “public funds” and “public monies” as authorized by law and this Agreement for RAMP qualifying activities in Layton City. RECIPIENT understands that it, its officers, and employees may be criminally liable under Utah Code Ann. § 76-8-402, for misuse of public funds or public monies. RECIPIENT expressly understands that CITY may monitor the expenditure of public funds by RECIPIENT.

~~C.~~ CITY and its authorized representatives may, inspect and audit all records reasonably related to the application, award, project, expenditures, matching funds, attendance, contractors, vendors, and performance under this Agreement. RECIPIENT shall provide timely access to relevant books, bank and payment records, invoices, contracts, electronic data, personnel, premises, and subcontractor records. CITY reserves the right

~~to audit the use of Funds and the accounting of the use of Funds received by RECIPIENT under this Agreement. If an audit is requested by the CITY, RECIPIENT shall cooperate fully with CITY and its representatives in the performance of the audit.~~

~~D. CITY may suspend, withhold, reduce, offset, or deny reimbursement and may require repayment of any amount that is ineligible, unsupported, misapplied, overpaid, obtained by material misrepresentation, or associated with material nonperformance. Unless CITY specifies an earlier date, repayment is due within thirty (30) days after written demand. Unpaid amounts accrue interest at the lawful rate, and RECIPIENT shall pay lawful collection costs. These remedies are cumulative and survive expiration or termination. RECIPIENT expressly understands that CITY may withhold funds or require repayment of funds from RECIPIENT for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.~~

3. CONTRIBUTION:

TIER I GRANT CLASSIFICATION:-

Payment of ~~fund~~ FUNDS to RECIPIENT for ~~this grant~~ grant award will be distributed in a reimbursement form.

Payment of ~~Funds~~ FUNDS to RECIPIENT and the amounts thereof shall be on a reimbursement basis. Funds may be distributed in several payments as long as the RECIPIENT provides evidence of payment in the form of a receipt or ~~another~~ method of documentation of payment for RAMP project related expenses approved or required by CITY. Any past due balances owed to a ~~City~~ CITY facility or agency may first be deducted before any distribution of FUNDS made to RECIPIENT.

4. EFFECTIVE DATE:

~~This Agreement begins July 1, 2026, and ends January 1, 2028 ("Agreement Period"), unless earlier terminated. RECIPIENT may incur reimbursable costs only during the Agreement Period. The Agreement Period may be extended only by a written amendment signed by CITY before expiration. The final Completion Report is due February 28, 2028. Provisions concerning audit, records, repayment, indemnification, public records, remedies, and enforcement survive expiration or termination. This agreement shall be for a term of one (1) year 18 months, beginning on July 1, 2026, and end on June 30, 2027 January 1, 2028. This agreement shall not be renewable unless approved by the City CITY. It is understood that the Funds received by RECIPIENT under this Agreement will be expended within the term of one (1) year 18 months as outlined above and accounted for by the Completion/Progress Report's deadline of September 30, 2027 February February 28, 2028~~

~~. All covenants made by RECIPIENT will survive the expiration or termination date of this Agreement, if, at that time, any Funds paid to RECIPIENT under this Agreement remain unexpended, and such covenants shall continue to bind~~

~~RECIPIENT until all such Funds are expended or returned to CITY. If all Funds received under this Agreement are not expended during RECIPIENT'S fiscal year or time period indicated in its 2025 Application Form, RECIPIENT agrees to account for the Funds pursuant the terms and conditions of this Agreement. All covenants made by RECIPIENT shall survive the expiration date of this Agreement if any Funds paid to RECIPIENT under this Agreement remain unexpended and shall continue to bind RECIPIENT until all such Funds are expended.~~

5. MAINTENANCE AND AVAILABILITY OF RECORDS:

~~RECIPIENT shall maintain complete, accurate, and professionally organized records supporting its eligibility, application, project performance, matching funds, reimbursement requests, and use of all FundsFUNDS. Records must be retained for at least five (5) years after final payment or final closeout, whichever is later, and longer while an audit, claim, investigation, records request, or litigation is pending. RECIPIENT shall not destroy relevant records after receiving notice of any such matter. RECIPIENT agrees to maintain detailed and accurate records of the use of all Funds that it receives under this Agreement. RECIPIENT further agrees to retain said records and make them available for review by CITY from time to time upon the CITYCITY's request. Said records shall be maintained by RECIPIENT for a period of five (5) years from the date of their creation. Records submitted to or obtained by CITY are subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Title 63G, Chapter 2. CITY does not promise confidentiality beyond what applicable law permits. RECIPIENT shall conspicuously identify any material it claims is protected from disclosure and shall state the legal basis for the claimed protection; however, CITY retains authority to classify and disclose records in accordance with GRAMA. RECIPIENT shall reasonably assist CITY in responding to records requests and shall securely collect, maintain, and transmit personal or confidential information. All records shall be maintained in a professional manner and form and, if so requested, in a manner and form specified by Layton City. The parties hereby stipulate that ownership of all records that are the subject of this paragraph shall rest with RECIPIENT. However, to the extent that such records are deemed by competent legal authority to be records of the CITYCITY, the parties agree that the CITYCITY's review and/or disclosure of said records will be governed by the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et. seq. If any records obtained by the CITYCITY reveal that RECIPIENT is in violation of this Agreement, the CITYCITY may make use of and disclose such records as it deems appropriate to protect its rights under this Agreement and to protect the public's interest in the proper expenditure of public funds.~~

6. ASSIGNMENT AND TRANSFER OF FUNDS:

~~It is understood and agreed that~~ RECIPIENT shall not assign or transfer its rights or receipt of Funds under this Agreement, any interest therein, or claim hereunder. The Funds provided under this Agreement shall be used exclusively and solely by RECIPIENT for the purposes set forth in this Agreement.

7. INDEPENDENT ENTITY:

~~It is understood and agreed that~~ RECIPIENT'S status in relation to CITY is that of

an independent entity. RECIPIENT's acts, made through any of RECIPIENT's officers, agents, or employees are made without any suggestion, direction, or management whatsoever by ~~the CITYCITY~~, ~~the CITYCITY's~~ ~~r~~Representative, or any other of CITY's officers, agents or employees. The parties stipulate that the ~~Funds-FUNDS~~ provided to RECIPIENT under this Agreement do not give CITY any authority whatsoever over the manner and method by which RECIPIENT carries out its purposes. To the extent that any actions taken by RECIPIENT violate the understanding between the parties, as expressed in RECIPIENT's ~~a~~Application ~~f~~Form and in this Agreement, CITY shall have the rights provided under this Agreement to withdraw funding and demand reimbursement of ~~Funds-FUNDS~~ previously expended by RECIPIENT.

8. INDEMNIFICATION:

A. Unless RECIPIENT is governmental entity in the State of Utah, the Parties agree to the following indemnification provisions:

RECIPIENT shall indemnify, defend and save harmless ~~the CITYCITY~~, its officers, agents, volunteers and employees, from and against any and all claims, damages, losses and expenses, including attorney's fees and legal costs, arising out of any and all of RECIPIENT's, or its officers', agents', or employees' negligent or wrongful acts or failures to act which occur during the term of the Agreement, or, if Funds are not fully expended during the term of this Agreement, during the period of time in which RECIPIENT expends Funds made available under this Agreement.

CITY is a body corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 *et seq.* (~~"the "Act"~~). The Parties agree that CITY shall only be liable within the parameters of the Act. Nothing contained in this Agreement shall be construed, in any way, to modify the limits of liability set forth in the Act or the basis for liability as established in the Act.

B. If RECIPIENT is a governmental entity in the State of Utah, the Parties agree to the following indemnification provision:

Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 *et seq.* (~~"the "Act"~~). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, ~~the CITYCITY~~ and ~~the~~ RECIPIENT shall be responsible for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither ~~the CITYCITY~~ nor ~~the~~ RECIPIENT shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

9. INSURANCE:

RECIPIENT shall maintain insurance throughout the Agreement Period and during all funded activities in the types and amounts reasonably required by CITY'S Risk Manager based upon the nature and risk of the funded project. Unless different requirements are approved by the Risk Manager in writing, RECIPIENT shall maintain: (a) commercial general liability insurance with limits of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate; (b) automobile liability insurance with a limit of not less than \$1,000,000 combined single limit when vehicles are used in connection with the project; (c) workers' compensation insurance as required by law; and (d) any professional liability, event liability, abuse-or-molestation, cyber liability, or other coverage reasonably required by CITY.

The applicable policies shall name CITY and its officers, employees, agents, and volunteers as additional insureds for ongoing and completed operations, shall be primary and noncontributory to CITY'S insurance. Certificates of insurance and requested endorsements are conditions precedent to payment. Insurance requirements apply wherever the funded activity occurs and are not limited to activities conducted on CITY property. RECIPIENT shall maintain insurance in accordance with industry City standards and as is reasonably appropriate for the type of events, programs and operations RECIPIENT conducts on City Property.

10. NO OFFICER OR EMPLOYEE INTEREST:

RECIPIENT understands and represents that no officer or employee of ~~the CITYCITY~~ has or shall have any pecuniary interest, direct or indirect, in this Agreement or the Funds distributed.

11. TERMINATION:

~~The CITYCITY~~ may terminate this Agreement as a result of the failure of RECIPIENT to fulfill its obligations under this Agreement. ~~The CITYCITY~~ shall provide written notice of termination of this Agreement by delivering to RECIPIENT a Notice of Termination specifying the basis for the termination. Upon RECIPIENT's receipt of a Notice of Termination, RECIPIENT shall have 30 days in which to cure the basis for termination set forth in such Notice of Termination. If RECIPIENT fails to cure such basis for termination within the 30-day period, CITY may terminate this Agreement. Upon termination of this ~~A~~agreement, RECIPIENT shall immediately deliver to ~~the CITYCITY~~ all unused ~~Funds-FUNDS~~ previously paid to RECIPIENT under this Agreement and ~~the CITYCITY~~ may, in its sole discretion, seek repayment of expended funds previously paid to RECIPIENT under this Agreement.

~~The CITYCITY~~ may terminate this agreement for the following non-inclusive reasons:

- A. ~~RECIPIENT~~RECIPIENT no longer qualifies for receipt of funding as an organization under ~~the CITYCITY~~'s RAMP Program, as defined in the Layton City Municipal Code, and this Agreement.

B. RECIPIENT was determined to be qualified based upon the submission of erroneous information, and may require RECIPIENT to return all Funds paid to RECIPIENT based upon the erroneous information.

~~C. RECIPIENT fails the minimum financial health test and its financial health plan is not accepted by the CITYCITY.~~

~~D. RECIPIENT fails to supply adequate financial health reports (if required by this Agreement);~~

~~E.C.~~ If the financial health of RECIPIENT is in such jeopardy that organizational dissolution is inevitable.

~~F.D.~~ Any actions taken by RECIPIENT that violate the understanding between the parties, as expressed in RECIPIENT's Application Form and in this Agreement.

~~G. The RECIPIENT after receiving a schedule non-reimbursement payment cannot, or will not demonstrate performance based on the original program outlined in the applicant's RAMP Grant Application.~~

The parties agree that rights and remedies of ~~the CITYCITY~~ in this section are in addition to any other rights and remedies provided by law or under this Agreement.

12. ETHICAL STANDARDS:

RECIPIENT represents that it has not: (a) provided an illegal gift or payoff to any CITY officer or employee, or former CITY officer or employee, or to any relative or business entity of a CITY officer or employee, or relative or business entity of a former CITY officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Layton City's Ethics Code, Chapter 2.07, Layton City Code of Ordinances, 2005; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any CITY officer or employee or former CITY officer or employee to breach any of the ethical standards set forth in State statute or Layton City ordinances.

13. CITY REPRESENTATIVE:

CITY hereby appoints the Finance Director as ~~the CITYCITY~~'s Representative to assist in the administration of this Agreement and the ~~Funding FUNDS~~ provided by this Agreement. Said Representative and designated City staff shall ensure performance of this Agreement by RECIPIENT and assist RECIPIENT in obtaining information and access to CITY offices, if necessary for RECIPIENT's performance of this Agreement, and if such assistance is requested by RECIPIENT. Additionally, said Representative and designated City staff shall monitor and evaluate the performance of this Agreement by RECIPIENT, but shall not assume any supervisory or management role over RECIPIENT or any of RECIPIENT's officers, agents or employees during RECIPIENT's ordinary

course of business or in RECIPIENT's expenditure of funds provided by this Agreement, other than to enforce CITY's rights and responsibilities under this Agreement.

14. COMPLIANCE WITH LAWS:

RECIPIENT agrees that it, its officers, agents, and employees will comply with all laws, federal, state or local, which apply to its operations and in particular those laws created to protect the rights of individuals, including, but not limited to, those laws requiring access for persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

15. ADDITIONAL DOCUMENTS:

RECIPIENT represents and warrants throughout the Agreement Period that it: (a) is duly organized and in good standing; (b) remains eligible for the AwardFUNDS; (c) has authority to enter into and perform this Agreement; (d) all information submitted in its application and reimbursement requests is complete and accurate; (e) possesses all licenses, permits, approvals, and authorizations required for the project; (f) will comply with all applicable laws, rules, regulations, ordinances, and requirements applicable to its receipt of Ppublic Ffunds.

The following documents shall be submitted by RECIPIENT to ~~the CITYCITY~~ prior to any funds being disbursed to RECIPIENT by ~~the CITYCITY~~, and are incorporated into this Agreement by reference, being made a part hereof as exhibits:

- A. RAMP Grant Application and Project Budget — (Exhibit 1)
- B. Completion/~~P~~progress Report ~~—and~~ Detailed listing of RAMP program expenditures ~~—~~ (Exhibit 2)

16. INTERPRETATION:

The entire Agreement consists of this Agreement and the exhibits identified in Paragraph 15. In the event of a conflict, the documents shall control in the following order: (1) this Agreement; (2) Exhibit 1; and (3) Exhibit 2. This Agreement shall be interpreted consistently with Utah Code Title 59, Chapter 12, Part 14; Layton Municipal Code Chapter 3.21, as amended; and applicable CITY policy.~~The entire agreement among the parties shall consist of this Agreement and the documents set forth above in paragraph 15. All documents are complementary and the provisions of each document shall be equally binding upon the parties. In the event of an inconsistency between any of the provisions of said documents, the inconsistency shall be resolved by giving precedence first to this Agreement, and then to the other documents in the order set forth in paragraph 15 above. Further, this Agreement shall be interpreted to be consistent with Layton Municipal Code Title 3, Chapter 3.21, Section 3.21.080 as amended; and City Policy.~~

17. ENTIRE AGREEMENT:

This Agreement contains the entire ~~agreement~~ Agreement between the parties, and no statement, promises or inducements made by either party or agents for either party that are not contained in this written ~~agreement~~ Agreement shall be binding or valid. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties. Moreover, as a standard form contract approved by ~~the CityCITY~~ Attorney's Office, any alteration without the approval of ~~the~~

~~City~~CITY Attorney's Office shall render the ~~agreement~~-Agreement void and without effect.

18. SURVIVAL AND ADDITIONAL TERMS:

The provisions concerning audit, records retention and disclosure, repayment, indemnification, governmental immunity, remedies, governing law, and enforcement survive expiration or termination. Other obligations survive only to the extent necessary to complete an approved closeout or as expressly stated in this Agreement.~~All covenants made by RECIPIENT shall survive the expiration date of this Agreement if any Funds paid to RECIPIENT under this Agreement remain unexpended and shall continue to bind RECIPIENT until all such Funds are expended or returned to the City~~CITY.

No Waiver:

No failure or delay by CITY in exercising a right under this Agreement constitutes a waiver. If any provision is determined to be invalid or unenforceable, the remaining provisions remain effective. RECIPIENT may not assign this Agreement without CITY'S prior written consent. This Agreement does not create a partnership, joint venture, agency, employment relationship, or third-party beneficiary. The Agreement may be executed in counterparts and by electronic signature.

19. NoticeOTICE:

Formal notices under this Agreement shall be in writing and delivered personally, by nationally recognized overnight delivery service, or by email with confirmation of receipt to the addresses stated below. A copy of any notice of default, termination, claim, or dispute shall also be sent to the Layton City Manager's Office and the Layton City Attorney's Office. Each party shall promptly give written notice of any change in its notice information.

19.20. GOVERNING LAWS:

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and Layton City, both as to interpretation and performance.

20.21. WARRANT OF AUTHORITY:

Any person signing this Agreement warrants his or her authority to do so and bind RECIPIENT. RECIPIENT understands that CITY may require RECIPIENT to return all ~~Fund~~FUNDs paid to RECIPIENT based upon a breach of the warrant of authority.

| *[Intentionally Left Blank – Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year recited above.

LAYTON CITY

By: _____
JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

SUBMITTING DEPARTMENT:

_____ CLINTON R. DRAKE, City Attorney	_____ DAVID R. PRICE, Parks and Recreation Director
~~CLINTON DRAKE, City Attorney~~	~~DAVID R. PRICE,~~
~~Date: _____~~	~~Parks and Recreation Director~~

*Applying Organization
Name*

By: _____
Name: _____
Title: _____

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

Item Number: 5.B.

Subject:

Approve the Land Purchase Agreement Between Layton City Corporation and Coltan Eastman – Resolution 26-44 – Approximately 1337 East 1700 North

Background:

Layton City (City) and Coltan Eastman (Property Owner), collectively “Parties”, propose an agreement for the acquisition of property for expansion of the Eastridge Nature Park Open Space. The acquisition of land will allow park and trail users additional trailhead access to the Eastridge Nature Park and connectivity to the Kays Creek Trail and Mid Fork Trail systems located in the northeastern section of the City.

An appraisal was completed through a licensed appraiser who identified \$315,600 as the value of the property desired. The Davis County Tax Assessment identified \$423,501 as the value of the property desired. The total size of the property desired is 4.511 acres, parcel number 10-002-0009.

Due to the property’s history of unstable soils, the land cannot be developed for residential uses. The Property Owner is willing to sell the property to the City for an agreed upon negotiated price of \$347,160.

As part of the proposed acquisition, the Property Owner has requested that the future trailhead developed on the property be named the CJ Eastman, Jr. Trailhead.

A Land Purchase Agreement has been prepared to outline an accurate understanding and complete agreement of the Parties.

Alternatives:

Alternatives are to: 1) Adopt Resolution 26-44 authorizing the Mayor to approve, execute, and deliver the Land Purchase Agreement between Layton City and Coltan Eastman; 2) Adopt Resolution 26-44 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 26-44 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 26-44 authorizing the Mayor to approve, execute, and deliver the Land Purchase Agreement between Layton City and Coltan Eastman.

RESOLUTION 26-44

**A RESOLUTION APPROVING THE LAND PURCHASE AGREEMENT
BETWEEN LAYTON CITY CORPORATION AND COLTAN EASTMAN**

WHEREAS, Layton City Corporation desires to purchase from Coltan Eastman property located at 1337 East 1700 North, within Layton City, Utah, for public use; and

WHEREAS, Coltan Eastman (Owner) is willing to sell said property to Layton City Corporation; and

WHEREAS, as part of the proposed acquisition, the Owner has requested that the future trailhead developed on the property be named the CJ Eastman, Jr. Trailhead; and

WHEREAS, the attached Land Purchase Agreement constitutes an accurate understanding and a complete agreement of the parties.

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

1. That the Land Purchase Agreement between Layton City and Coltan Eastman, 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 Purchase Agreement and the Mayor is authorized to approve the final terms of the Land Purchase Agreement.
3. This Resolution shall become effective immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **15th day of October, 2026**.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:



CLINTON R. DRAKE, City Attorney



DAVID R. PRICE,
FOR Parks & Recreation Director

LAND PURCHASE AGREEMENT

Purchaser: Layton City Corporation
437 North Wasatch Drive
Layton, Utah 84041

Seller: Coltan Eastman
1748 North 2525 East
Layton, UT 84040

This Agreement between the Purchaser and Seller (collectively, "Parties") is entered into this _____ day of _____, 2026.

WHEREAS, the Purchaser desires to purchase and the Seller is willing to sell certain real property located at 1337 East 1700 North, within Layton City, Utah; and

WHEREAS, this Agreement constitutes an accurate understanding and a complete agreement of the Parties.

NOW, THEREFORE, PURCHASER AND SELLER AGREE AS FOLLOWS:

1. Purchase: The Seller agrees to sell and the Purchaser agrees to purchase certain real property located at 1337 East 1700 North, Layton, Davis County, State of Utah, hereinafter "Property" which Property is more particularly described in Exhibit "A" attached hereto.
2. The purchase price of the above-described property shall be three hundred forty-seven thousand one hundred sixty dollars (\$347,160) to be paid at closing.
3. Deed Provision: A Warranty Deed shall be made out to the Purchaser with title vested as follows:

LAYTON CITY CORPORATION

4. Title Approval: Seller agrees to furnish, at Purchaser's option, an Owner's Standard Title Policy to purchaser for the amount of sale with the usual exceptions, or an abstract extending down to the date of the deed showing good marketable title in Seller. Purchaser shall have a reasonable time to examine a title report before delivery of the deed. The sale shall be subject to the approval of the preliminary title report by both parties. If title to the property is found defective, Purchaser shall specify in writing such defects that render the title unmarketable, and fourteen (14) days of additional time shall be given to Seller to perfect the

same. Purchaser shall pay for the title report and the title insurance policy.

5. Closing Date: This transaction shall close and the deed or contract be delivered on or before October 31, 2026, and possession shall be on or before October 31, 2026.

6. Approval: This purchase requires approval by the Layton City Council. All documents are to have the approval of the City Attorney's office.

7. Prorations: Taxes and assessments shall be prorated as of the date of closing based on the latest figures available.

8. Expenses: Closing expenses shall be paid by the Purchaser.

9. Representations: Purchaser declares that the property has been personally inspected and the same is being purchased upon personal examination and judgement and not through any representation made by Seller, as to its location, value, future value, income therefrom, type or condition of improvements or construction, production, allowed usages or zoning. Purchaser will accept the property as is unless otherwise noted.

10. Attorney's Fees: If either party fails to comply with the terms of this Agreement, said Party shall pay all expenses of enforcing the Agreement, or any right arising out of the breach thereof, including reasonable attorney's fees.

11. Special Provisions:

(A) Naming of Trailhead. The City agrees the naming of the trailhead to be CJ Eastman, Jr. Trailhead.

12. Entire Agreement: The terms of this Agreement constitute the entire preliminary contract between the Parties, and any modifications must be in writing and signed by both Parties.

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

SELLER



COLTAN EASTMAN, Owner

10/6/26
Date

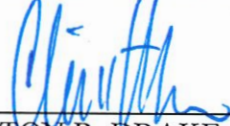
PURCHASER

JOY PETRO, Layton City Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:


CLINTON R. DRAKE, City Attorney

STATE OF UTAH)
: ss.
COUNTY OF Davis)

On this 6th day of October, 2026, personally appeared before me Coltan Eastman, who duly acknowledged to me that he is the Owner, that the document was signed by him, and acknowledged to me that he executed the same.




NOTARY PUBLIC


Parks & Recreation Director
10/6/26
Date

EXHIBIT "A"

FULL LEGAL DESCRIPTION

A PART OF SEC 15-T4N-R1W, SLB&M, AS FOLLOWS: BEG AT THE NW COR OF LOT 17, HEATHER HILLS SUB NO. 3; RUN TH N 0°08'15" E 255.56 FT, M/L, TO THE CENTER OF KAYS CREEK; TH NE'LY 570 FT, M/L, ALG THE CENTER OF SD CREEK TO A PT N 53°40' W FR THE MOST W'LY COR OF LOT 21, HEATHER HILLS PHASE NO. 1; TH S 53°40' E 342.49 FT TO MOST N'LY COR OF LOT 8, HEATHER HILLS SUB NO. 3; TH S 62°45' W 518.38 FT; TH W 288.30 FT TO THE POB.

CONTAINS – 196,499.16 SQ. FT. 4.511 ACRES



WARRANTY DEED

Coltan Eastman, **GRANTOR** of certain real property (TAX ID #10-002-0009) located at 1337 East 1700 North, City of Layton, County of Davis, State of Utah, hereby **CONVEYS** and **WARRANTS** to Layton City Corporation of 437 North Wasatch Drive, Layton, Utah, for good and valuable consideration, the following tract of land more fully described on Exhibit "A" attached and incorporated hereto.

WITNESS, the hand of said grantor, this 6th day of OCTOBER, 2024.


COLTAN EASTMAN, Owner

STATE OF UTAH)
 : ss.

COUNTY OF DAVIS)

On the 6th day of October, 2024, personally appeared before me Coltan Eastman, who duly acknowledged to me that he is the Owner, that the document was signed by him, and acknowledged to me that he executed the same.




NOTARY PUBLIC

The Warranty Deed signed by Mayor Joy Petro, dated the ____ day of _____,
20____, has been accepted by Layton City Corporation on the ____ day of _____,
20____.

JOY PETRO, Layton City Mayor

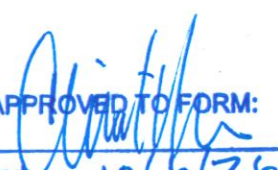
ATTEST:

KIMBERLY S READ, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

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

NOTARY PUBLIC

APPROVED TO FORM:

Dated 10/6/26

 10/6/26
Parks & Recreation Director Date

EXHIBIT "A"

FULL LEGAL DESCRIPTION

A PART OF SEC 15-T4N-R1W, SLB&M, AS FOLLOWS: BEG AT THE NW COR OF LOT 17, HEATHER HILLS SUB NO. 3; RUN TH N 0°08'15" E 255.56 FT, M/L, TO THE CENTER OF KAYS CREEK; TH NE'LY 570 FT, M/L, ALG THE CENTER OF SD CREEK TO A PT N 53°40' W FR THE MOST W'LY COR OF LOT 21, HEATHER HILLS PHASE NO. 1; TH S 53°40' E 342.49 FT TO MOST N'LY COR OF LOT 8, HEATHER HILLS SUB NO. 3; TH S 62°45' W 518.38 FT; TH W 288.30 FT TO THE POB.

CONTAINS – 196,499.16 SQ. FT. 4.511 ACRES



Appraisal of Real Property

Layton City Land Acquisition or Easement

Planned Trail - Eastman

1450 East Tartan Way

Layton, Davis County, Utah 84040

Prepared For:

Layton City

Date of the Report:

April 20, 2026

IRR - Salt Lake City

File Number: 160-2026-0185EL

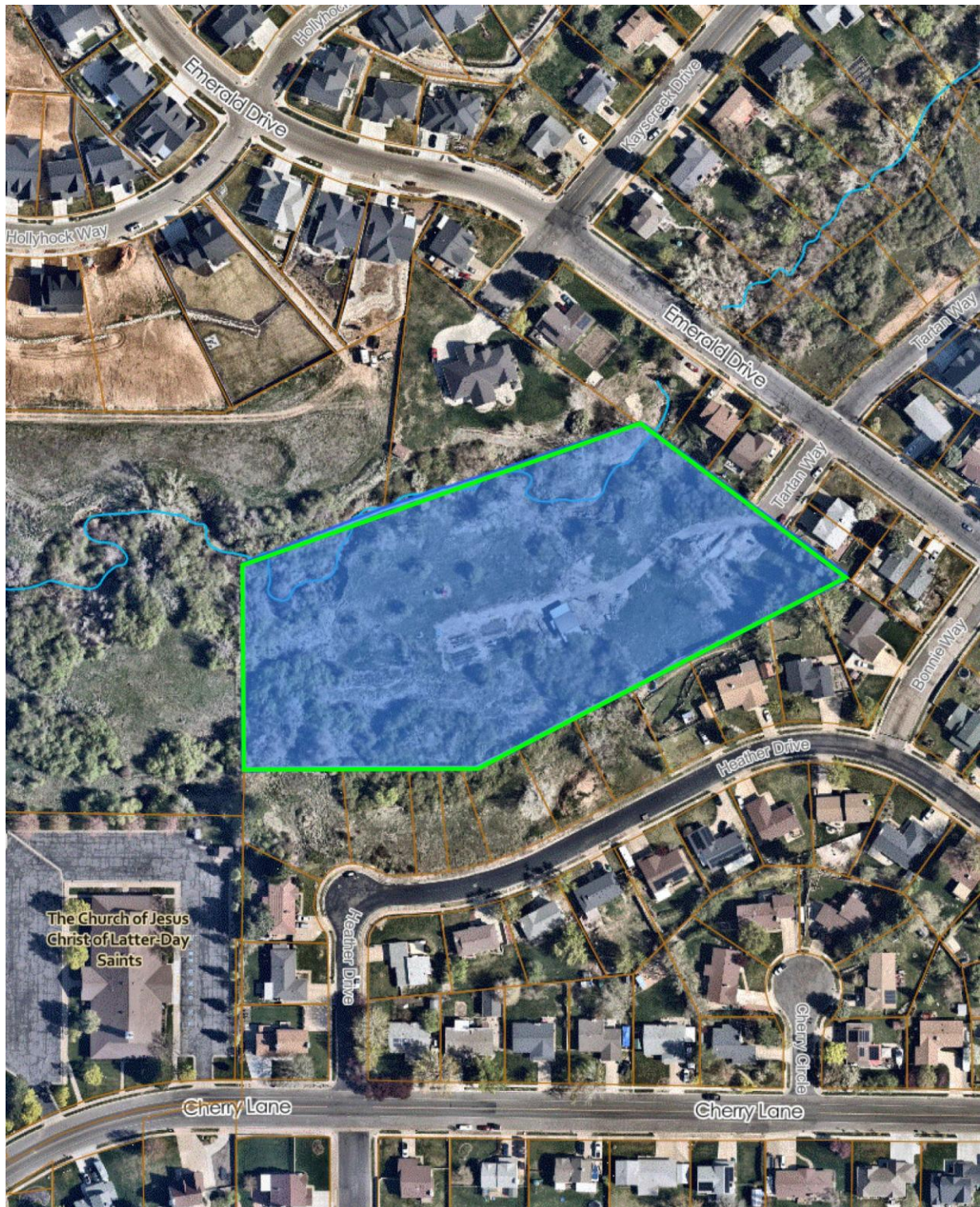


Subject Photographs



Planned Trail - Eastman
1450 East Tartan Way
Layton, Utah

Aerial Photograph





April 20, 2026

JoEllen Grandy, PLA, ASLA
City Landscape Architect
Layton City
465 North Wasatch Drive
Layton, Utah 84041

SUBJECT: Market Value Appraisal
 Planned Trail - Eastman
 1450 East Tartan Way
 Layton, Davis County, Utah 84040
 IRR - Salt Lake City File No. 160-2026-0185EL

Dear JoEllen Grandy:

Integra Realty Resources – Salt Lake City is pleased to submit the accompanying appraisal report. The purpose of the appraisal is to develop an opinion of the market value as is of the subject parcel as of February 17, 2026, the date of inspection. The acquisition is either the entire parcel for a park or a 20-foot wide trail easement. The opinions of value reported below are qualified by certain assumptions, limiting conditions and definitions set forth in the report.

The following appraisal sets forth the pertinent data gathered, the techniques employed, and the analyses and conclusions that led to the opinion of value. The analyses, opinions and conclusions were developed based on market data, and this report has been prepared in conformance with our interpretation of the requirements, guidelines and recommendations, as applicable, set forth in the *Uniform Relocation Assistance and Real Property Acquisition Policies Act* (Uniform Act), the *Uniform Standards of Professional Appraisal Practice* (USPAP), the requirements of the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute, and laws of the State of Utah.

A meeting was held February 20, 2026 with owner First. Coltan has the following comments and concerns.

- Development of the land has not been pursued.
- Plans are to use the land for an orchard and vineyard
- Prior uses have been for keeping horses, sheep, turkeys, chickens
- There is a natural spring on the north rim that feeds a pond
- Contiguous neighbor has expressed interest to use the land for a pig farm. No formal offer has been received.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of market value of the proposed acquisition as of February 17, 2026 is as follows:

Value Conclusion - Park (Full Acquisition)			
Appraisal Premise	Interest Appraised	Date of Value	Total Award
Market Value	Fee Simple	February 17, 2026	\$315,600

Value Conclusion - Trail (Partial Acquisition)			
Appraisal Premise	Interest Appraised	Date of Value	Total Award
Market Value	Fee Simple	February 17, 2026	\$94,400

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The valuation is based on the hypothetical condition that the proposed project is not planned as of the valuation date.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

JoEllen Grandy, PLA, ASLA
Layton City
April 20, 2026
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If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Salt Lake City



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Quality Assurance

IRR Quality Assurance Program

At IRR, delivering a quality report is a top priority. Integra has an internal Quality Assurance Program in which managers review material and pass an exam in order to attain IRR Certified Reviewer status. By policy, every Integra valuation assignment is assessed by an IRR Certified Reviewer who holds the MAI designation, or is, at a minimum, a named Director with at least ten years of valuation experience.

This quality assurance assessment consists of reading the report and providing feedback on its quality and consistency. All feedback from the IRR Certified Reviewer is then addressed internally prior to delivery. The intent of this internal assessment process is to maintain report quality.

Designated IRR Certified Reviewer

An internal quality assurance assessment was conducted by an IRR Certified Reviewer prior to delivery of this appraisal report. This assessment should not be construed as an appraisal review as defined by USPAP.

Executive Summary

Property Name	Planned Trail - Eastman
Address	1450 East Tartan Way Layton, Davis County, Utah 84040
Property Type	Land
Owner of Record	Coltan Eastman
Tax ID	10-002-0009
Land Area	4.511 acres; 196,499 SF
Zoning Designation	A, Agriculture
Highest and Best Use	Open space or agricultural use
Effective Date of the Appraisal	February 17, 2026
Date of the Report	April 20, 2026
Property Interest Appraised	Fee Simple

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than Layton City may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

The address given by Davis County recorder is 1337 East 1700 North. This address does not accurately depict the parcel's location.

Acquisition Summary - Park (Full Acquisition)

Land Area - Before Acquisition	196,499 SF; 4.511 AC
Fee Taking	196,499 SF; 4.511 AC
Land Area - After Acquisition	0 SF; 0.000 AC
Highest and Best Use - After Acquisition	Not applicable
Effective Date of the Appraisal	February 17, 2026
Date of the Report	April 20, 2026
Property Interest Appraised	Fee Simple

Value Conclusions

Compensation	\$315,600
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Acquisition Summary - Trail (Partial Acquisition)

Land Area - Before the Easement	196,499 SF; 4.511 AC
Perpetual Easement	15,400 SF; 0.354 AC
Land Area - After the Easement	196,499 SF; 4.511 AC
Perpetually Encumbered	15,400 SF; 0.354 AC
Highest and Best Use - After the Easement	Unchanged from the before condition
Effective Date of the Appraisal	February 17, 2026
Date of the Report	April 20, 2026
Property Interest Appraised	Fee Simple

Value Conclusions

Compensation	\$94,400
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Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The valuation is based on the hypothetical condition that the proposed project is not planned as of the valuation date.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Identification of the Appraisal Problem

Subject Description

The part required in whole or part is from a 4.511 acre parcel along the hillside of Layton City. The land is zoned for agriculture and planned as neighborhood residential. Because the subject area has unstable soil, residential development is not permitted. A legal description of the parcel is provided in the addenda.

Property Identification

Property Name	Planned Trail - Eastman
Address	1450 East Tartan Way Layton, Utah 84040
Tax ID	10-002-0009
Owner of Record	Coltan Eastman

Sale History

The most recent closed sale of the subject is summarized as follows:

Sale Date	November 10, 2021
Seller	Clark Expeditions
Buyer	Coltan Eastman
Sale Price	\$240,000
Recording Instrument Number	3434399

The sale price is from the owner's memory and is not exact. No sales or transfers of ownership have taken place within a three-year period prior to the effective appraisal date.

Prices have increased significantly in the area in recent years. The purchase was considered to be at market at the time of sale.

Pending Transactions

The owner reports interest from a neighboring owner to use the land for a pig farm. No official offer was received.

Appraisal Purpose

The purpose of the appraisal is to develop the following opinion(s) of value:

- The market value as is of the fee simple interest in the subject property as of the effective date of the appraisal, February 17, 2026

The date of the report is April 20, 2026. The appraisal is valid only as of the stated effective date or dates.

Value Type Definitions

The definitions of the value types applicable to this assignment are summarized below.

Market Value

“Fair market value means the amount at which property would change hands between a willing buyer and seller, neither being under compulsion to buy or sell and both having reasonable knowledge of the facts.” (Utah Code Title 59-2-102(13))

The appraisal is intended to estimate the cash equivalent value of the subject property as of February 17, 2026. In estimating the value of the property, we will consider the market value under conditions prevalent as of that date. Establishing the effective date of the appraisal is standard appraisal practice and is necessary to consider as real property values are subject to change over time. Aside from possible physical changes to the property, the value of real estate is also subject to changing economic conditions, under which value may remain static, increase, or decrease. Additionally, changing policies of governing authorities may impede or encourage development over time thereby positively or negatively impacting value. These limitations are implicit in the definition of market value used herein. The valuation makes no reduction for commissions on sale, unpaid taxes, or liens against the property unless explicitly stated.

Property Rights Definitions

The property rights appraised which are applicable to this assignment are defined as follows.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.¹

Client and Intended User(s)

The client and intended user is Layton City. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report.

Intended Use

The intended use of the appraisal is for acquisition purposes. The appraisal is not intended for any other use.

Applicable Requirements

This appraisal report conforms to the following requirements and regulations:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- Applicable state appraisal regulations;

¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)

- The Uniform Act;
- Appraisal guidelines of UDOT.

Report Format

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis used to develop the opinion of value.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

Appraiser Competency

No steps were necessary to meet the competency provisions established under USPAP. The assignment participants have appraised several properties similar to the subject in physical, locational, and economic characteristics, and are familiar with market conditions and trends; therefore, appraiser competency provisions are satisfied for this assignment. Appraiser qualifications and state credentials are included in the addenda of this report.

Scope of Work

Introduction

The appraisal development and reporting processes require gathering and analyzing information about the assignment elements necessary to properly identify the appraisal problem. The scope of work decision includes the research and analyses necessary to develop credible assignment results, given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed.

To determine the appropriate scope of work for the assignment, the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors were considered. The concluded scope of work is described below.

Research and Analysis

The type and extent of the research and analysis conducted are detailed in individual sections of the report. The steps taken to verify comparable data are disclosed in the addenda of this report. Although effort has been made to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Subject Property Data Sources

The legal and physical features of the subject property, including size of the site and improvements, flood plain data, seismic zone designation, property zoning, existing easements and encumbrances, access and exposure, and condition of the improvements (as applicable) were confirmed and analyzed.

Inspection

Details regarding the property inspection conducted as part of this appraisal assignment are summarized as follows:

Property Inspection		
Party	Inspection Type	Inspection Date
Benjamin D. LeFevre, MAI	None	—
Eric Leonhardt, MAI	Exterior	February 12, 2012

A meeting was held February 17, 2026 with owner First and JoEllen Grandy representing Layton City. Coltan has the following comments and concerns.

- Development of the land has not been pursued.
- Plans are to use the land for an orchard and vineyard
- Prior uses have been for keeping horses, sheep, turkeys, chickens
- There is a natural spring on the north rim that feeds a pond

- Contiguous neighbor has expressed interest to use the land for a pig farm. No formal offer has been received.

Valuation Methodology

Three approaches to value are typically considered when developing a market value opinion for real property. These are the cost approach, the sales comparison approach, and the income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

In developing an opinion of value for the subject, only the sales comparison approach is used. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.

Process

This appraisal involves the acquisition of private property for a public use. Utah law generally prohibits the use of eminent domain for public recreational trails, paths, or walkways. Nonetheless, this appraisal follows methodology developed for acquisition by eminent domain. The steps followed in Utah are as listed below:

- Identify and describe the larger parcel to be valued before acquisition
- Determine the highest and best use before acquisition
- Estimate market value before acquisition
- Identify the acquisition
- Estimate market value of the acquisition
- *Identify the larger parcel after the acquisition*
- *Determine highest and best use after the acquisition*
- *Analyze remainder tract for damages and/or special benefits*
- *Estimate market value after acquisition*

If the whole of County Parcel 10-002-0009 is acquired, there is no remainder. Therefore, the steps in italics are not applicable to a full acquisition of the parcel.

In following these steps, the larger parcel is discussed first below.

Identification of Larger Parcel

The larger parcel is “. . . a term used in eminent domain proceedings, signifying that the parcel taken is not a complete parcel but part of a ‘larger parcel;’ the owner, therefore is entitled to damages from the severance as well as the value of the parcel taken. Unity of ownership, use, and contiguity must be present, although federal courts and some states do not require contiguity where there is strong unity of use.” (*Black’s Law Dictionary*, 6th ed. 1891-1991: 882)

Unity of Ownership: This requirement refers to common ownership of the property. In this case, the entire parcel is owned by Coltan Eastman. The property therefore satisfies the unity of ownership test.

Contiguity: Contiguity exists where parcels of land touch or adjoin in a substantial, physical sense. In this case, the subject parcel is not contiguous to any parcel having unity of ownership. Therefore, the parcel required satisfies this test.

Unity of Use: The unity of use element refers to the highest and best use of the land. There are four tests applied in the determination of highest and best use, physical suitability, legal permissibility, economic feasibility and maximum productivity.

Physically, the parcel is all similar. Access is common and general physical characteristics are consistent from a market standpoint. Legally, the parcel is all identically zoned. Economically, use of the overall parcel is most reasonable. Accordingly, the parcel is considered to also satisfy the unity of use test.

Larger Parcel Conclusion: Based on analysis and consideration of the foregoing factors, it is concluded that the larger parcel comprises the entirety of the impacted parcel as described herein.

Economic Analysis

Area Analysis

Population

Davis County has an estimated 2025 population of 378,658, which represents an average annual 0.9% increase over the 2020 census of 362,679. Davis County added an average of 3,196 residents per year over the 2020-2025 period, but its annual growth rate lagged the State of Utah rate of 1.3%.

Looking forward, Davis County's population is projected to increase at a 0.8% annual rate from 2025-2030, equivalent to the addition of an average of 2,929 residents per year. Davis County's growth rate is expected to lag that of Utah, which is projected to be 1.0%.

Population Trends					
	Population			Compound Ann. % Chng	
	2020 Census	2025 Estimate	2030 Projection	2020 - 2025	2025 - 2030
Davis County	362,679	378,658	393,305	0.9%	0.8%
Utah	3,271,616	3,484,888	3,656,429	1.3%	1.0%
USA	331,449,281	337,643,652	345,735,705	0.4%	0.5%
Source: Claritas					

Employment

Total employment in Davis County was estimated at 144,285 jobs at year-end 2024. Between year-end 2014 and 2024, employment rose by 28,458 jobs, equivalent to a 24.6% increase over the entire period. There were gains in employment in eight out of the past ten years. Although Davis County's employment rose over the last decade, it underperformed Utah, which experienced an increase in employment of 31.0% or 410,942 jobs over this period.

A comparison of unemployment rates is another way of gauging an area's economic health. Over the past decade, the Davis County unemployment rate has been consistently lower than that of Utah, with an average unemployment rate of 2.9% in comparison to a 3.2% rate for Utah. A lower unemployment rate is a positive indicator.

Recent data shows that the Davis County unemployment rate is 2.8% in comparison to a 3.0% rate for Utah, a positive sign for Davis County.

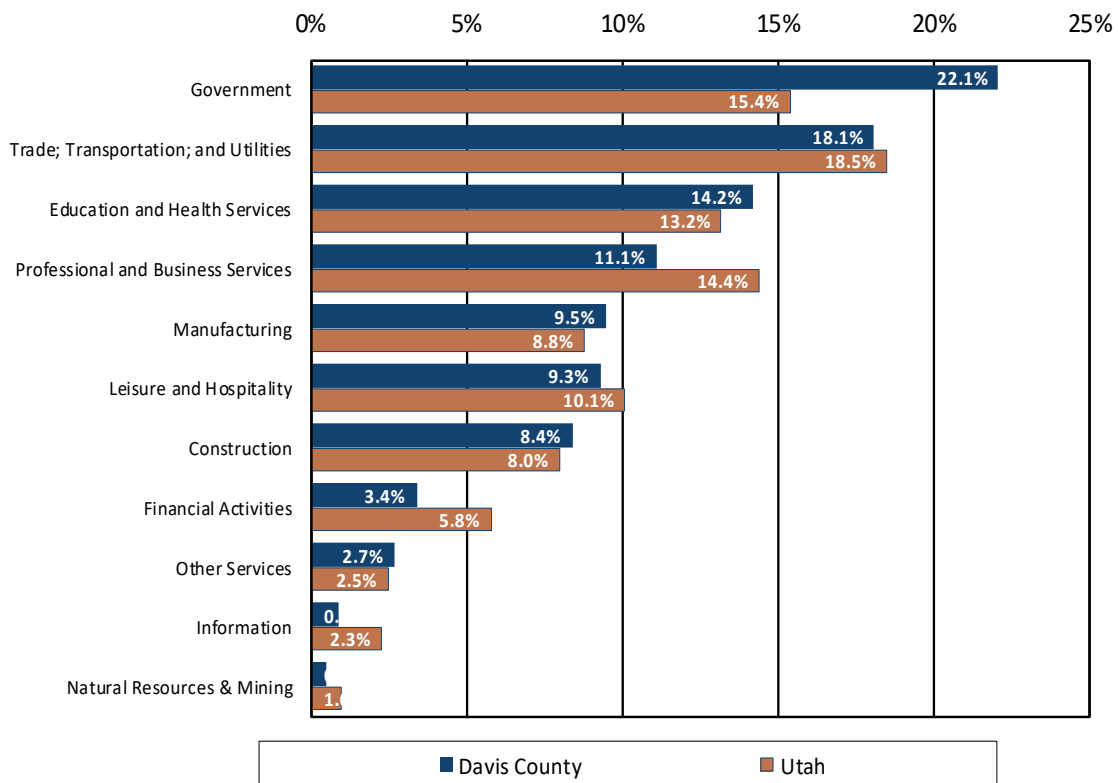
Employment Trends						
Year	Total Employment (Year End)				Unemployment Rate (Ann. Avg.)	
	Davis County	% Change	Utah	% Change	Davis County	Utah
2014	115,827		1,324,820		3.4%	3.6%
2015	120,179	3.8%	1,375,435	3.8%	3.3%	3.5%
2016	123,318	2.6%	1,414,274	2.8%	3.0%	3.3%
2017	126,303	2.4%	1,464,873	3.6%	2.9%	3.2%
2018	130,844	3.6%	1,510,695	3.1%	2.7%	2.9%
2019	134,152	2.5%	1,547,895	2.5%	2.3%	2.5%
2020	136,328	1.6%	1,557,825	0.6%	4.1%	4.9%
2021	136,025	-0.2%	1,623,923	4.2%	2.4%	2.8%
2022	139,787	2.8%	1,679,034	3.4%	2.2%	2.4%
2023	144,252	3.2%	1,713,155	2.0%	2.4%	2.7%
2024	144,285	0.0%	1,735,762	1.3%	2.9%	3.2%
Overall Change 2014-2024	28,458	24.6%	410,942	31.0%		
Avg Unemp. Rate 2014-2024					2.9%	3.2%
Unemployment Rate - April 2025					2.8%	3.0%

Source: U.S. Bureau of Labor Statistics and Moody's Analytics. Employment figures are from the Quarterly Census of Employment and Wages (QCEW). Unemployment rates are from the Current Population Survey (CPS). The figures are not seasonally adjusted.

Employment Sectors

The composition of the Davis County job market is depicted in the following chart, along with that of Utah. Total employment for both areas is broken down by major employment sector, and the sectors are ranked from largest to smallest based on the percentage of Davis County jobs in each category.

Employment Sectors - 2024



Source: U.S. Bureau of Labor Statistics and Moody's Analytics

Davis County has greater concentrations than Utah in the following employment sectors:

1. Government, representing 22.1% of the Davis County payroll employment compared to 15.4% for Utah as a whole. This sector includes employment in local, state, and federal government agencies.
2. Education and Health Services, representing 14.2% of the Davis County payroll employment compared to 13.2% for Utah as a whole. This sector includes employment in public and private schools, colleges, hospitals, and social service agencies.
3. Manufacturing, representing 9.5% of the Davis County payroll employment compared to 8.8% for Utah as a whole. This sector includes all establishments engaged in the manufacturing of durable and nondurable goods.
4. Construction, representing 8.4% of the Davis County payroll employment compared to 8.0% for Utah as a whole. This sector includes construction of buildings, roads, and utility systems.

Davis County is underrepresented in the following sectors:

1. Trade; Transportation; and Utilities, representing 18.1% of the Davis County payroll employment compared to 18.5% for Utah as a whole. This sector includes jobs in retail trade, wholesale trade, trucking, warehousing, and electric, gas, and water utilities.
2. Professional and Business Services, representing 11.1% of the Davis County payroll employment compared to 14.4% for Utah as a whole. This sector includes legal, accounting, and engineering firms, as well as management of holding companies.
3. Leisure and Hospitality, representing 9.3% of the Davis County payroll employment compared to 10.1% for Utah as a whole. This sector includes employment in hotels, restaurants, recreation facilities, and arts and cultural institutions.
4. Financial Activities, representing 3.4% of the Davis County payroll employment compared to 5.8% for Utah as a whole. Banking, insurance, and investment firms are included in this sector, as are real estate owners, managers, and brokers.

Major Employers

Major employers in Davis County are shown in the following table.

Major Employers - Davis County		
	Name	Number of Employees
1	US Department of Defense	10,000 to 14,999
2	Davis County School District	10,000 to 14,999
3	Northrop Grumman Corp	2,000 to 2,999
4	Smith's Food & Drug	2,000 to 2,999
5	Wal-Mart	1,000 to 1,999
6	Lifetime Products Inc	1,000 to 1,999
7	Lagoon Corporation Inc	1,000 to 1,999
8	Intermountain Health Care	1,000 to 1,999
9	Tanner Memorial Clinic	1,000 to 1,999
10	Davis County Government	1,000 to 1,999

Source: Utah Department of Workforce Services

Gross Domestic Product

Gross Domestic Product (GDP) is a measure of economic activity based on the total value of goods and services produced in a defined geographic area, and annual changes in Gross Domestic Product (GDP) are a gauge of economic growth.

Economic growth, as measured by annual changes in GDP, has been considerably lower in Davis County than Utah overall during the past decade. Davis County has grown at a 3.6% average annual rate while the State of Utah has grown at a 4.5% rate. However, Davis County has recently performed better than Utah. GDP for Davis County rose by 4.6% in 2023 while Utah's GDP rose by 3.7%.

Davis County has a per capita GDP of \$47,403, which is 28% less than Utah's GDP of \$65,479. This means that Davis County industries and employers are adding relatively less value to the economy than their counterparts in Utah.

Gross Domestic Product				
	(\$,000s)		(\$,000s)	
Year	Davis County	% Change	Utah	% Change
2013	12,455,338	–	145,026,900	–
2014	12,673,310	1.8%	150,076,300	3.5%
2015	12,693,023	0.2%	155,431,500	3.6%
2016	13,200,470	4.0%	162,528,200	4.6%
2017	14,039,771	6.4%	172,075,000	5.9%
2018	14,830,604	5.6%	182,106,000	5.8%
2019	15,464,703	4.3%	192,760,600	5.9%
2020	15,752,640	1.9%	194,750,200	1.0%
2021	16,772,230	6.5%	210,446,900	8.1%
2022	16,970,468	1.2%	217,442,500	3.3%
2023	17,748,951	4.6%	225,459,400	3.7%
Compound % Chg (2013-2023)		3.6%		4.5%
GDP Per Capita 2023	\$47,403		\$65,479	

Source: U.S. Bureau of Economic Analysis (BEA) and Moody's Analytics; data released December 2024.

The release of state and local GDP data has a longer lag time than national data. The data represents inflation-adjusted "real" GDP stated in 2017 dollars.

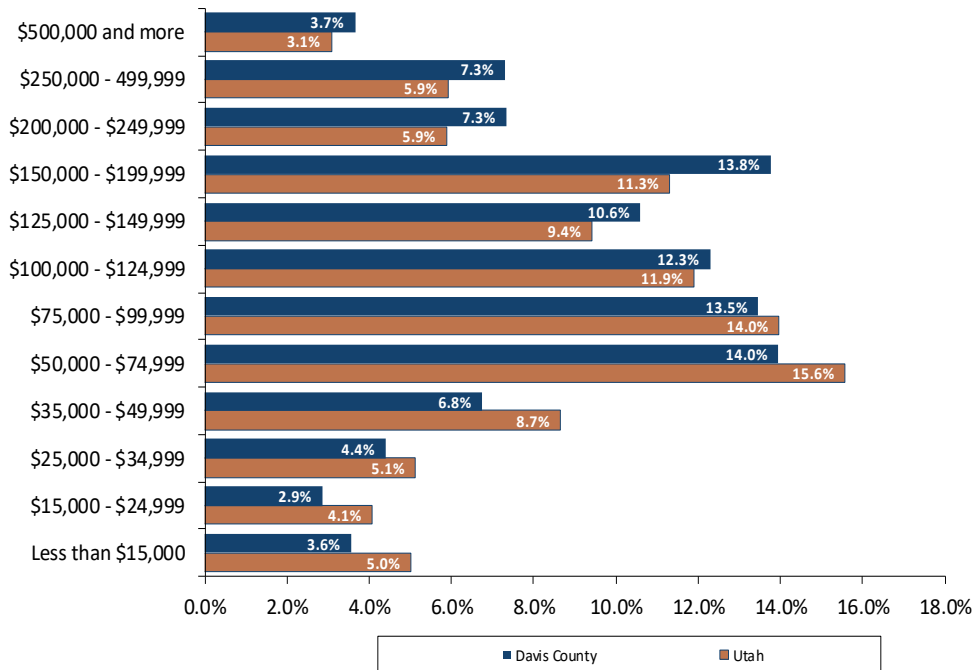
Household Income

Davis County is more affluent than Utah. Median household income for Davis County is \$109,742, which is 15.1% greater than the corresponding figure for Utah.

Median Household Income - 2025	
	Median
Davis County	\$109,742
Utah	\$95,337
Comparison of Davis County to Utah	+ 15.1%
Source: Claritas	

The following chart shows the distribution of households across twelve income levels. Davis County has a greater concentration of households in the higher income levels than Utah. Specifically, 32% of Davis County households are at the \$150,000 or greater levels in household income as compared to 26% of Utah households. A lesser concentration of households is apparent in the lower income levels, as 18% of Davis County households are below the \$50,000 level in household income versus 23% of Utah households.

Household Income Distribution - 2025

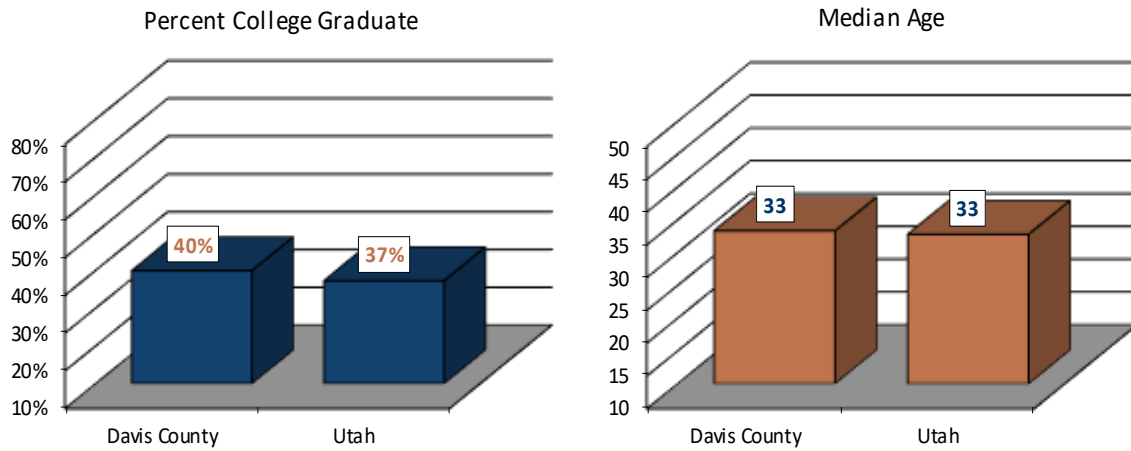


Source: Claritas

Education and Age

Residents of Davis County have a higher level of educational attainment than those of Utah. An estimated 40% of Davis County residents are college graduates with four-year degrees, versus 37% of Utah residents. People in Davis County are similar in age to their Utah counterparts. The median age of both Davis County and Utah is 33 years. People in Davis County are similar in age to their Utah counterparts. The median age of both Davis County and Utah is 33 years.

Education & Age - 2025

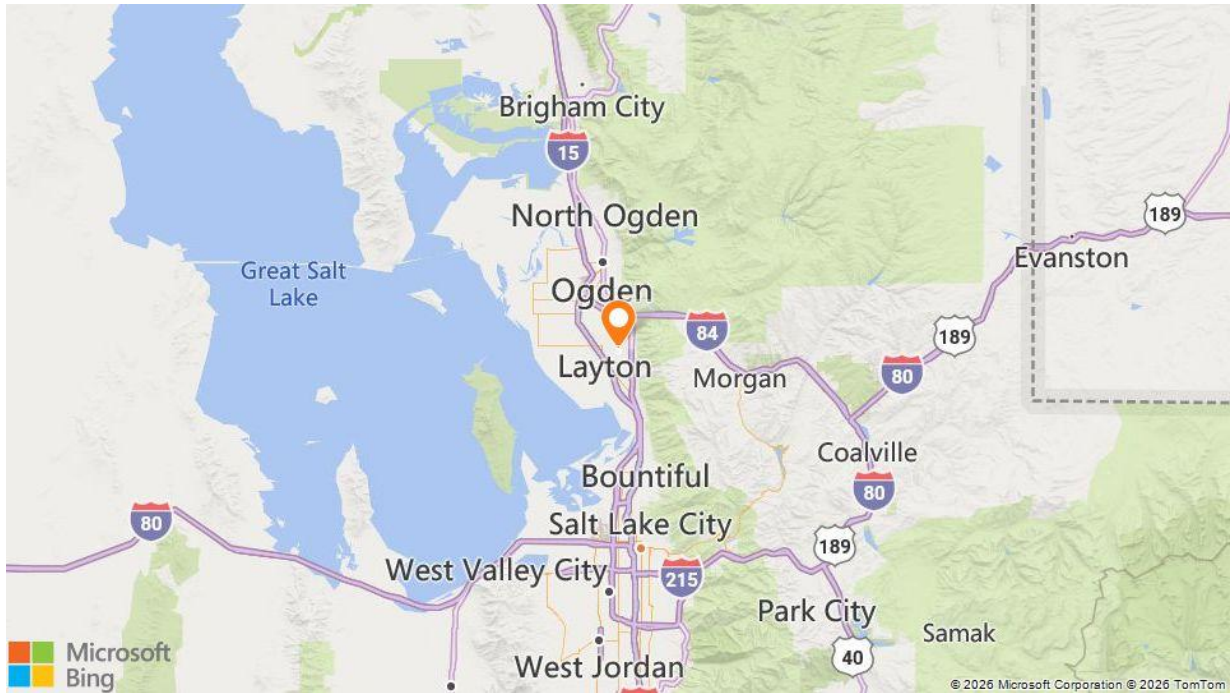


Source: Claritas

Conclusion

The Davis County economy will benefit from a growing population base and higher income and education levels. Davis County experienced growth in the number of jobs and has maintained a consistently lower unemployment rate than Utah over the past decade. It is anticipated that the Davis County economy will improve and employment will grow, strengthening the demand for real estate.

Area Map



Surrounding Area Analysis

Area boundaries and delineation are indicated in the following table. A map identifying the location of the property follows this section.

Boundaries & Delineation	
Boundaries	
Market Area	Layton
Submarket	East hillside
Area Type	Suburban
Delineation	
North	North Fork Kay's Creek
South	Highway 109
East	Highway 89
West	Hillfield Road

Access and Linkages

Primary access and linkages to the subject area, including highways, roadways, public transit, traffic counts, and airports, are summarized in the following table.

Access & Linkages	
Vehicular Access	
Major Highways	Highway 89
Primary Corridors	Emerald Drive, Antelope Drive, Cherry Lane
Vehicular Access Rating	Above Average
Public Transit	
Providers	Utah Transit Authority
Nearest Stop/Station	Antelope Drive and Main Street
Transit Access Rating	Fair
Airport(s)	
Name	Salt Lake International
Distance	21 miles
Driving Time	0.7 hour
Primary Transportation Mode	Automobile

Life Cycle

Real estate is affected by cycles involving development trends within a market area as well as market and economic forces. Trends in demand for development in a particular market are described by the Market Area Life Cycle, while market and economic trends are described by the Real Estate Cycle.

A Market Area Life Cycle typically evolves through four stages:²

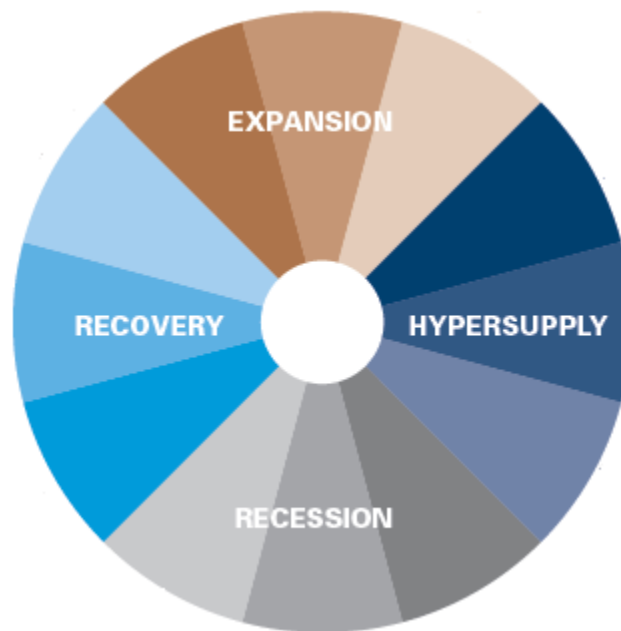
- Growth – a period during which the market area gains public favor and acceptance
- Stability – a period of equilibrium without marked gains or losses
- Decline – a period of diminishing demand
- Revitalization – a period of renewal, redevelopment, modernization, and increasing demand

The subject's market area is in the stability stage of the Market Area Life Cycle.

The Real Estate Cycle also impacts a neighborhood. The stages of the Real Estate Cycle include:

- Expansion – Sustained growth in demand, increasing construction
- Hypersupply – Positive but falling demand, increasing vacancy
- Recession – Falling demand, increasing vacancy
- Recovery – Increasing demand, decreasing vacancy

These stages are illustrated below, along with a summary of common characteristics of each stage of the Real Estate Cycle. The subject is in the hypersupply stage of the Real Estate Cycle.



² Appraisal Institute, *The Appraisal of Real Estate*, 15th ed. (Chicago: Appraisal Institute, 2020)

EXPANSION

Decreasing Vacancy Rates
Moderate/High New Construction
High Absorption
Moderate/High Employment Growth
Med/High Rental Rate Growth

HYPERSUPPLY

Increasing Vacancy Rates
Moderate/High New Construction
Low/Negative Absorption
Moderate/Low Employment Growth
Med/Low Rental Rate Growth

RECESSION

Increasing Vacancy Rates
Moderate/Low New Construction
Low Absorption
Low/Negative Employment Growth
Low/Neg Rental Rate Growth

RECOVERY

Decreasing Vacancy Rates
Low New Construction
Moderate Absorption
Low/Moderate Employment Growth
Neg/Low Rental Rate Growth

Population and Income

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics					
2025 Estimates	1-Mile Radius	3-Mile Radius	5-Mile Radius	Davis County	Utah
Population 2020	10,025	74,283	152,651	362,679	3,271,616
Population 2025	10,258	76,544	158,460	378,658	3,484,888
Population 2030	10,531	78,748	164,079	393,305	3,656,429
Compound % Change 2020-2025	0.5%	0.6%	0.7%	0.9%	1.3%
Compound % Change 2025-2030	0.5%	0.6%	0.7%	0.8%	1.0%
Households 2020	3,096	24,927	48,039	111,552	1,057,252
Households 2025	3,228	25,993	50,179	116,662	1,131,873
Households 2030	3,348	26,916	52,175	121,349	1,190,446
Compound % Change 2020-2025	0.8%	0.8%	0.9%	0.9%	1.4%
Compound % Change 2025-2030	0.7%	0.7%	0.8%	0.8%	1.0%
Median Household Income 2025	\$121,336	\$94,552	\$102,322	\$109,742	\$95,337
Average Household Size	3.1	2.9	3.1	3.2	3.0
College Graduate %	44%	38%	40%	40%	37%
Median Age	38	34	33	33	33
Owner Occupied %	89%	68%	70%	76%	69%
Renter Occupied %	11%	32%	30%	24%	31%
Median Owner Occupied Housing Value	\$572,560	\$521,962	\$571,098	\$585,585	\$562,209
Median Year Structure Built	1987	1990	1993	1993	1993
Average Travel Time to Work in Minutes	25	24	24	25	24
Source: Claritas					

As shown above, the current population within a 3-mile radius of the subject is 76,544, and the average household size is 2.9. Population in the area has grown since the 2020 census, and this trend is projected to continue over the next five years. Compared to Davis County overall, the population within a 3-mile radius is projected to grow at a slower rate.

Median household income is \$94,552, which is lower than the household income for Davis County. Residents within a 3-mile radius have a lower level of educational attainment than those of Davis County, while median owner-occupied home values are considerably lower.

Land Use

The predominant land uses in the immediate vicinity of the subject is residential. Land use characteristics of the area are summarized below.

Surrounding Area Land Uses

Character of Area	Suburban
Predominant Age of Improvements (Years)	New to 40 years
Predominant Quality and Condition	Average
Approximate Percent Developed	75%
Land Use Allocation	
Single-Family	75%
Vacant Land	25%

Immediate Surroundings

North	Residential
South	Residential
East	Residential
West	Ravine

Development Activity and Trends

During the last five years, development has been predominantly of residential use, including Eastridge Park subdivision of 55 lots located along the north line of the subject parcel. The pace of development has generally been intermittent over this time. The greatest detriment to development is the availability of land.

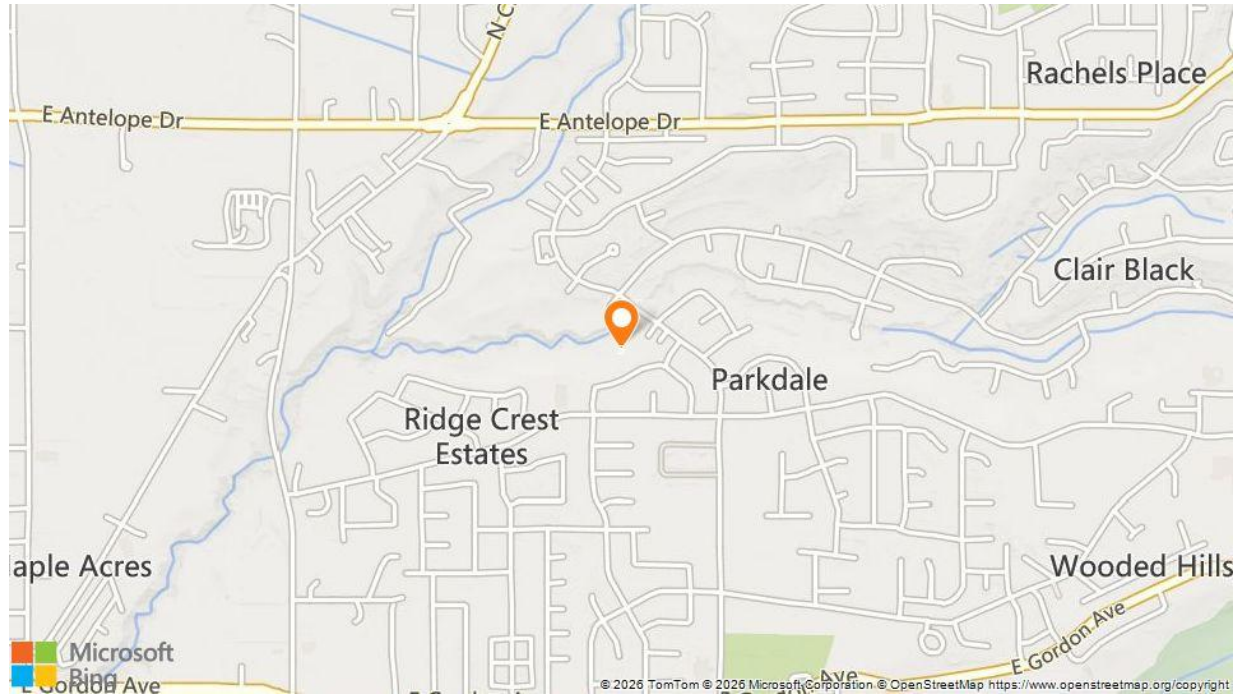
Outlook and Conclusions

The area is in the stability stage of its life cycle. Given the history of the area and the growth trends, it is anticipated that property values will increase in the near future. In comparison to other areas in the region, the area is rated as follows:

Surrounding Area Ratings

Highway Access	Above Average
Convenience to Support Services	Below Average
Convenience to Medical Services	Average
Convenience to Public Transit	Below Average
Employment Stability	Average
Neighborhood Amenities	Below Average
Police and Fire Protection	Average
Price/Value Trends	Above Average
Property Compatibility	Excellent

Surrounding Area Map



Property Analysis

Land Description and Analysis

Location

The parcel is located along the west side of Emerald Drive at the west terminus of Tartan Way.

Geographical Coordinates

The geographical coordinates of the subject are 41.083573° latitude -111.938223° longitude.

Land Area

The following table summarizes the subject's land area.

Land Area Summary		
Tax ID	SF	Acres
10-002-0009	196,499	4.511
Source: Davis County Recorder		

Shape and Dimensions

The parcel has an irregular shape. Maximum dimensions are 416 feet in width and 760 feet in depth. Because of the parcel's large size, development utility based on shape and dimensions is average.

Topography

The parcel has characters of a ravine with multiple slopes. However, slopes are typically less than 20%, north Fork of Kay's Creek cross the northern edge of the parcel. The slope would make development difficult or impossible. At a minimum extremely costly.

Soil

United States Department of Agriculture reports the subject having two soil types.

Soil Summary						
Soil	Percent	Slopes	Drainage	Water Table	Flooding	Ponding
AbE2 Ackmen loam	36.5%	10 to 20 percent	Well drained	More than 80"	None	None
PaE2 Parleys loam	63.5%	10 to 20 percent	Well drained	More than 80"	None	None

The unstable soils significantly limit development potential.

Drainage

No particular drainage problems were observed or disclosed at the time of field inspection. This appraisal assumes that surface water collection, both on-site and in public streets adjacent to the subject, is adequate.

Flood Hazard Status

The following table indicates applicable flood hazard information for the subject property, as determined by review of available flood maps obtained from the Federal Emergency Management Agency (FEMA).

Flood Hazard Status	
Community Panel Number	49011C0229F
Date	September 15, 2022
Zone	AE
Description	Within 100-year floodplain
Insurance Required?	Yes

FEMA Zone AE: Special flood hazard areas subject to inundation by the 100-year flood determined in a Flood Insurance Study by detailed methods. Base flood elevations are shown within these zones. Mandatory flood insurance purchase requirements apply.

The flood hazard zone is along the north line of the parcel associated with Kays Creek. The majority of the parcel is in Zone X – areas of minimal flooding hazard.

There is also a spring on the property that flows water continuously. This is a benefit for some agricultural users but would be a significant problem for any potential development.

Seismic Hazard Status

Utah Geologic Survey shows the subject location having severe/violent ground shaking with horizontal acceleration of 0.61 g's in the event of a magnitude 7.0 earthquake.

Environmental Hazards

An environmental assessment report was not provided for review, and during the inspection, no obvious signs of contamination on or near the subject were observed. However, environmental issues are beyond the scope of expertise of the assignment participants. It is assumed the property is not adversely affected by environmental hazards.

Ground Stability

Referring to the subject parcel, Kem Weaver, Layton City Planner, stated:

Based on historic geotechnical reports after the homes slid to the south of this parcel in 1999, the parcel is not buildable due to slope instability issues and the eroding banks of the creek

chasm on the north end of the parcel. Therefore, the City will not issue any future building permits for single-family homes on the parcel.

Streets, Access and Frontage

Details pertaining to street access and frontage are provided in the following table.

Streets, Access and Frontage	
Street	Tartan Way
Frontage Feet	Road's end
Paving	Asphalt
Curbs	Yes
Sidewalks	Yes
Lanes	2 way, 1 lane each way
Direction of Traffic	East/West
Traffic Levels	Low
Signals/Traffic Control	Yield sign
Access/Curb Cuts	Yes
Visibility	Average

Utilities

Utilities available to the subject are summarized below.

Utilities	
Service	Provider
Water	Layton City
Sewer	Layton City
Electricity	Rocky Mountain Power
Natural Gas	Enbridge Gas

Zoning

The subject is within the Agriculture zone. The following table summarizes the applicable zoning requirements affecting the subject.

Zoning Summary

Zoning Jurisdiction	Layton City
Zoning Designation	A
Description	Agriculture
Legally Conforming?	Appears to be legally conforming
Zoning Change Likely?	Potential
Permitted Uses	Agricultural and related uses, along with very low density residential uses.
Category	Zoning Requirement
Minimum Lot Area	43,560 square feet
Minimum Street Frontage (Feet)	80 feet
Minimum Lot Width (Feet)	100 feet
Minimum Lot Depth (Feet)	Not stated
Minimum Setbacks (Feet)	Front - 30; Side - 10; Rear - 30
Maximum Building Height	35 feet
Other	This zoning allows farm animals

Source: Layton City Zoning Ordinance

Easements, Encroachments and Restrictions

A title report was not provided for review. Because of prior soil stability events, Layton City will not issue residential building permits for the larger parcel.

Conclusion of Land Analysis

Because of the parcel's topography of unstable soil, the land cannot be developed for residential uses allowed by the parcel's zoning and general plan.

Description of Improvements

The land is improved with a 480 square foot barn. County records show the barn being constructed during 2000.



South Half of Parcel Looking West



North Half of Parcel Looking East



South End of Parcel Looking West



Looking North Across Creek



North Fork of Kay's Creek Looking East

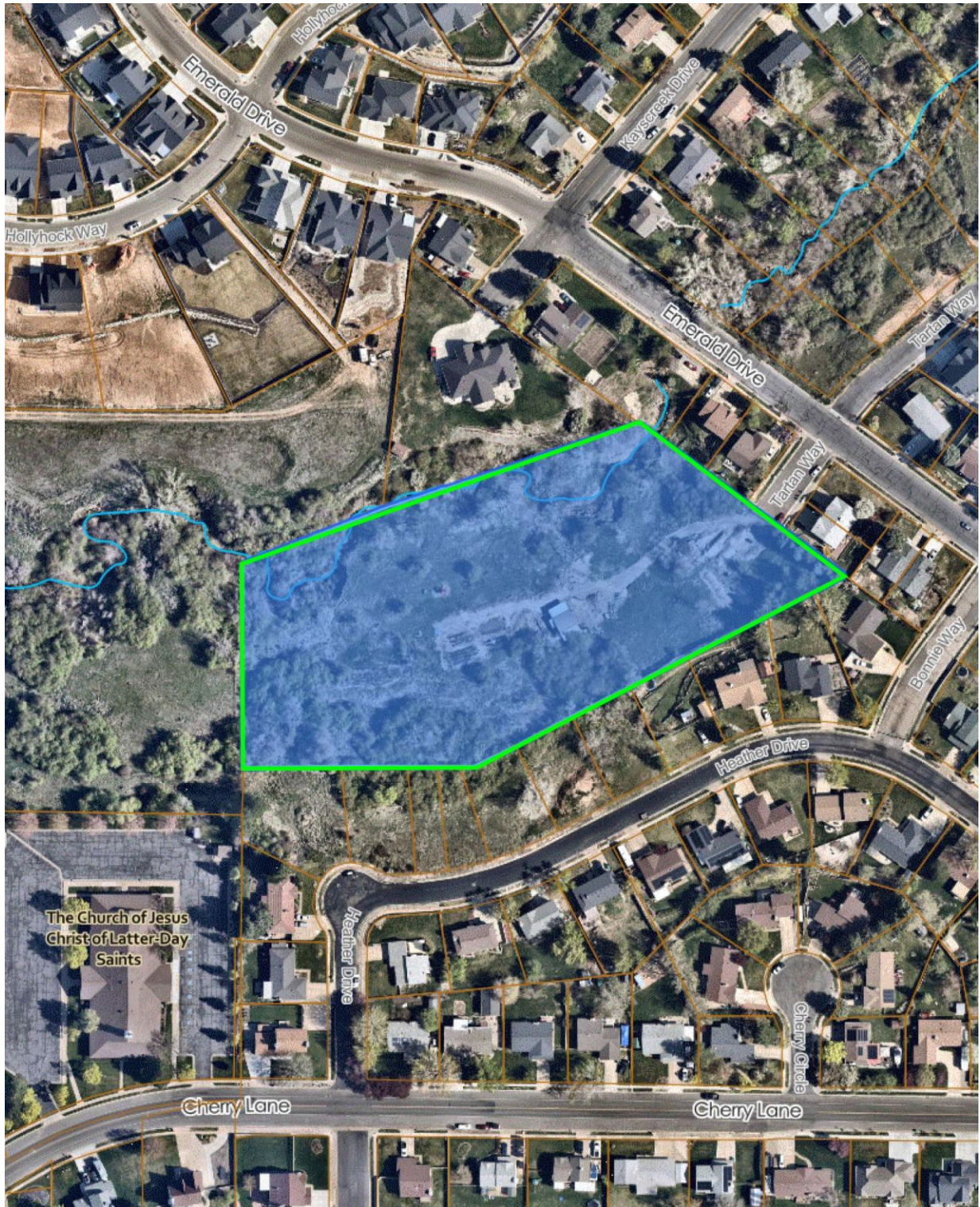


Barn Exterior

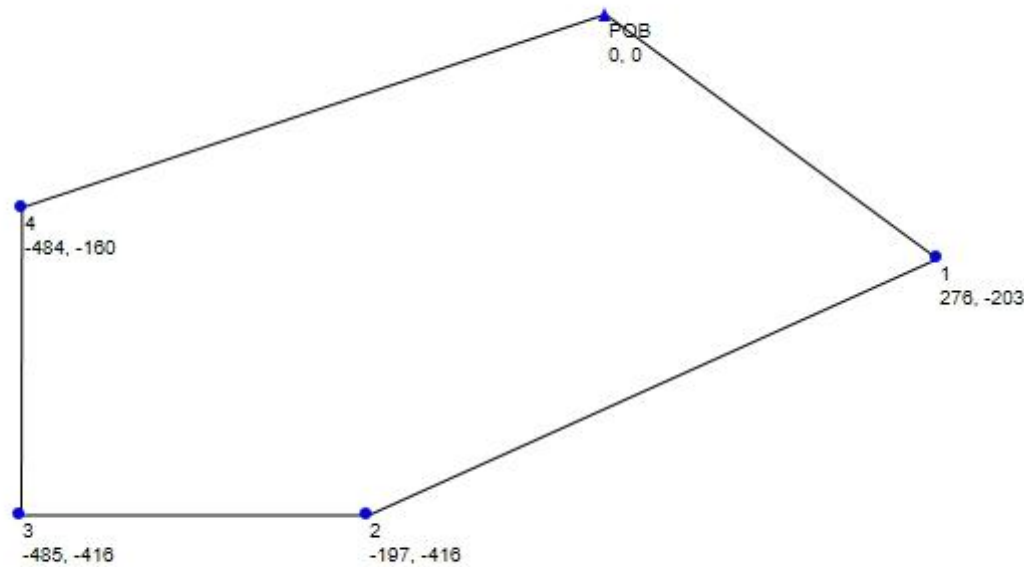


Barn Interior

Aerial Photograph



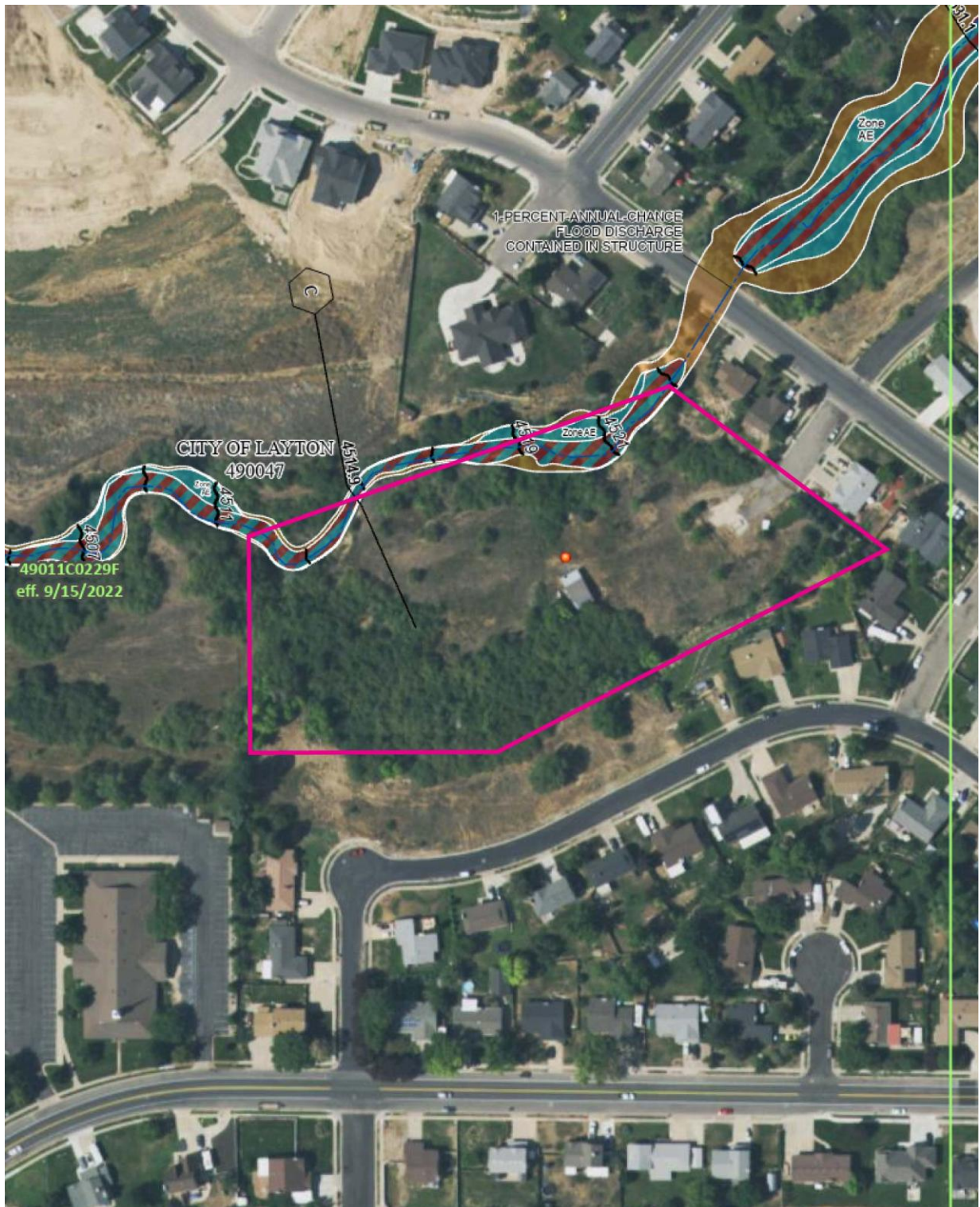
Plot



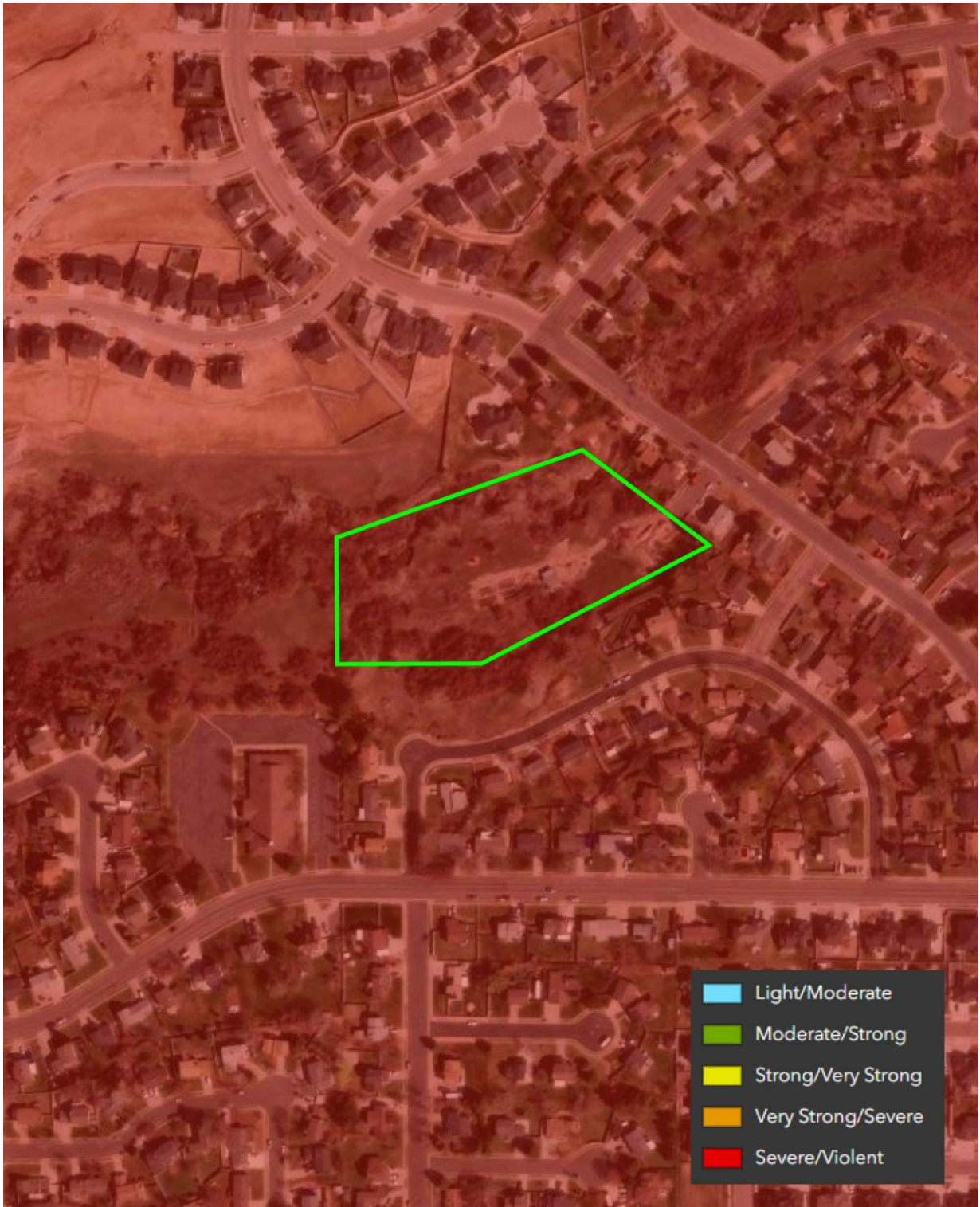
County Parcel 10-002-0009		2/11/2026
Scale: 1" = 120'	T:\0185\plot.mabf	
Layer 0	Perimeter: 1914.975 ft.	5) N 71:41:37 E 510.2452 Feet
4.57 Acres	1) S 53:40 E 342.49 Feet	
199,116.13 Sq. Ft.	2) S 65:45 W 518.38 Feet	
Closure: N 18:29:04 W 0.0012	3) S 90 W 288.30 Feet	
Ratio: 1/1570652	4) N 00:08:15 E 255.56 Feet	



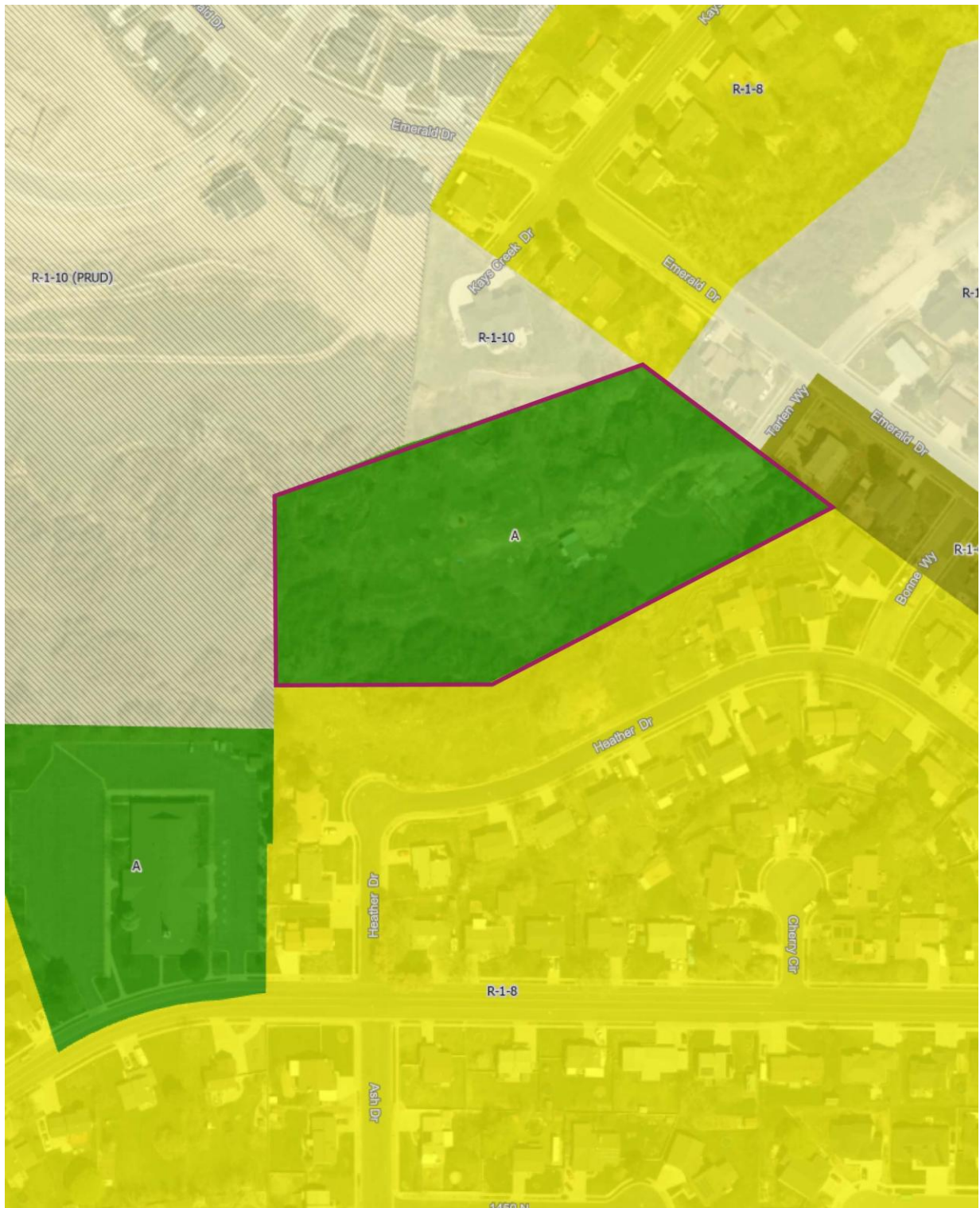
Flood Hazard Map



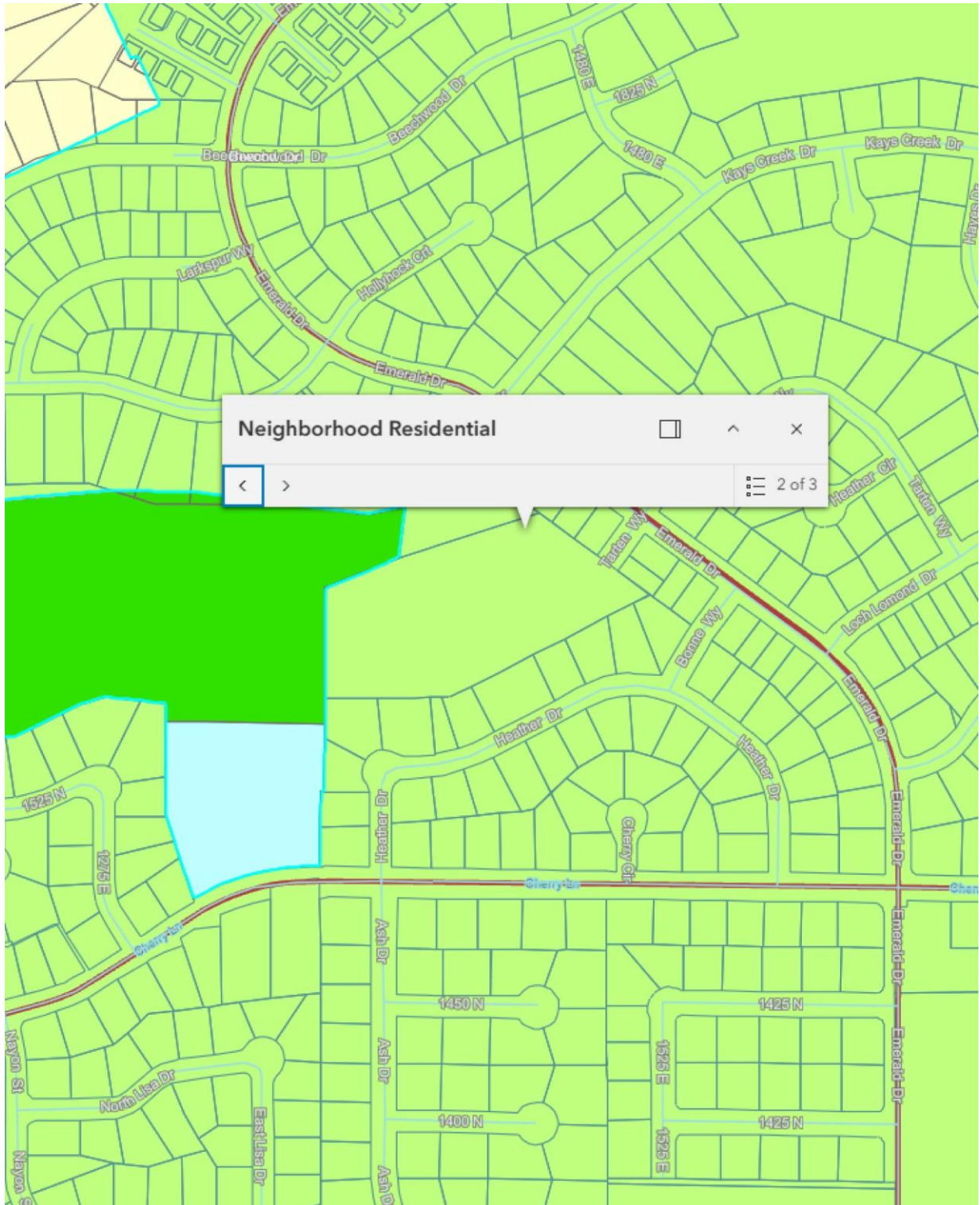
Earthquake Shaking Map



Zoning Map



General Plan Map



Real Estate Taxes

Real estate tax assessments are administered by Davis County, and are estimated by jurisdiction on a case by case basis. Real estate taxes in this state and this jurisdiction represent ad valorem taxes, meaning a tax applied in proportion to value. Taxes in Utah are calculated by applying a tax rate to taxable value. Taxable value is a percentage of the assessor's estimate of market value. The tax rate varies depending on a given county's budget.

Real estate taxes and assessments for the current tax year are shown in the following table.

Taxes and Assessments - 2025						
Tax ID	Assessed Value			Taxes and Assessments		
	Land	Improvements	Total	Ad Valorem Tax Rate	Taxes	Total
10-002-0009	\$418,860	\$4,641	\$423,501	0.952700%	\$4,035	\$4,035

Based on the concluded market value of the subject, the assessed value appears low.

Highest and Best Use

The highest and best use of a property is the reasonably probable use resulting in the highest value and represents the use of an asset that maximizes its productivity.

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject, both as though vacant, and as improved or proposed. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

As Though Vacant

First, the property is evaluated as though vacant, with no improvements.

Physically Possible

Physical characteristics of the land prohibit residential development because of unstable soil.

Legally Permissible

The land is zoned and planned for agricultural or residential use. However, because of unstable soil, the land cannot be legally developed for residential use.

Financially Feasible

Based on the accompanying analysis of the market, the subject parcel is limited to open space or agricultural use. Open space is favorable in urban and suburban neighborhoods because of the associated seclusion. Therefore, open space or agricultural use of the larger parcel is considered financially feasible.

Maximally Productive

There does not appear to be any reasonably probable use of the parcel that would generate a higher residual land value than open space or agricultural use. Accordingly, open space or agricultural use is the maximally productive use of the land.

As Improved

The parcel is improved with a barn that measures 20 feet by 24 feet which contributes to overall value. Highest and best use as improved is for continued use of the existing barn.

Most Probable Buyer

Taking into account the characteristics of the land, as well as area development trends, the probable buyer is an owner-user.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties and vacant land.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

Sales Comparison Approach

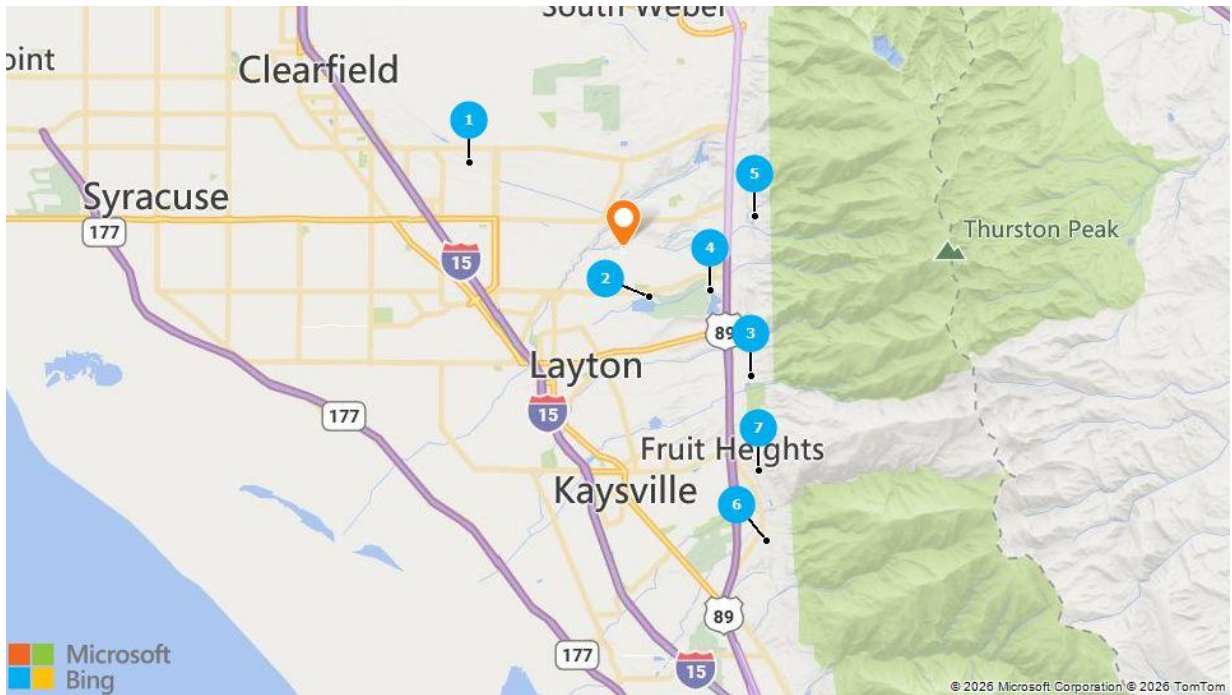
To develop an opinion of the subject's land value, as though vacant and available to be developed to its highest and best use, the sales comparison approach is used. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties.

To find the contributory value of the subject as open space, the sales comparison is developed targeting the common residential lot size found in the subject area. The most relevant sales are summarized in the following table:

Summary of Comparable Land Sales

No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Zoning	\$/SF Land	\$/Acre
1	R-1-8 Manor Crest Lot 802 W. 2850 N. Layton Davis County UT Comments: This lot previously sold in April 2023, and indicates overall of growth of 18.42%. This equates to a monthly growth rate of 1.15%.	Apr-25 Recorded	\$225,000	13,112 0.30	R-1-8	\$17.16	\$747,508
2	0.219 Acre R-1-6 285 E. 500 North Kaysville Davis County UT Comments: Also known as Lot 102 of J&K Subdivision. Listing price was 189,900 over a period of 89 days. Discount to listing price is 13.1%.	Nov-25 Recorded	\$165,000	9,540 0.22	R-1-6	\$17.30	\$753,425
3	0.423 Acre R-1-8 1487 E. Stone House Bend Kaysville Davis County UT Comments: Also known as Lot 401 of Orchard Ridge Estates. Listing price was \$450,000 over a period of 148 days. Discount to listing price is 9.8%.	Jun-25 Recorded	\$406,000	18,426 0.42	R-1-8	\$22.03	\$959,811
4	R-1-10 Lot 2644 E. Gentile St. Layton Davis County UT Comments: The listing agent indicated that this parcel has approvals in place from Layton City for construction of a single family home. The property has some irregular elevation, and backs to an irrigation reservoir.	Oct-25 Recorded	\$300,000	13,504 0.31	R-1-10	\$22.22	\$967,742
5	0.464 Acre R-S 3260 E. Fernwood Park Drive Layton Davis County UT Comments: Also known as Lot 1 of Fernwood Estates. Listing price was \$589,900 over a period of 291 days. Discount to listing price is 6.8%.	Feb-24 Recorded	\$550,000	20,212 0.46	R-S	\$27.21	\$1,185,345
6	R-1-10 Fruit Heights Lot 652 S. Cherry Ln. Fruit Heights Davis County UT Comments: This parcel appears to have been previously used as excess yard area in an existing single family neighborhood, and was a portion of tax parcel 07-090-0066.	Oct-25 Recorded	\$285,000	10,454 0.24	R-1-10	\$27.26	\$1,187,500
7	0.380 Acre R-1-12 179 N. 1800 East Fruit Heights Davis County UT Comments: Also known as Lot 30-R of Rock Loft Ridge Estates. Listing period was 62 days and sold at the listing price.	Feb-26 Recorded	\$475,000	16,553 0.38	R-1-12	\$28.70	\$1,250,000
Subject				196,499	A		
Planned Trail - Eastman Layton, UT				4.51			

Comparable Land Sales Map





Sale 1
R-1-8 Manor Crest Lot



Sale 2
0.219 Acre R-1-6



Sale 3
0.423 Acre R-1-8



Sale 4
R-1-10 Lot



Sale 5
0.464 Acre R-S



Sale 6
R-1-10 Fruit Heights Lot



Sale 7
0.380 Acre R-1-12

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales analysis.

While percentage adjustments are presented in the adjustment grid, they are based on qualitative judgment rather than empirical research, as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate an opinion of typical market activity and perception. With the exception of market conditions, the adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Transactional adjustments are applied for property rights conveyed, financing, conditions of sale, expenditures made immediately after purchase, and market conditions. In addition, property adjustments include – but are not limited to – location, access/exposure, size, quality, effective age, economic and legal characteristics, and non-realty components of value. Adjustments are considered for the following factors, in the sequence shown below.

Transactional Adjustments

Real Property Rights Conveyed

The opinion of value in this report is based on a fee simple estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat, as well as non-detrimental easements, community facility districts, and conditions, covenants and restrictions. All the comparables represent fee simple estate transactions. Therefore, adjustments for property rights are not necessary.

Financing Terms

In analyzing the comparables, it is necessary to adjust for financing terms that differ from market terms. Typically, if the buyer retained third-party financing (other than the seller) for the purpose of purchasing the property, a cash price is presumed and no adjustment is required. However, in instances where the seller provides financing as a debt instrument, a premium may have been paid by the buyer for below-market financing terms, or a discount may have been demanded by the buyer if the financing terms were above market. The premium or discounted price must then be adjusted to a cash equivalent basis. The comparable sales represented cash-to-seller transactions and, therefore, do not require adjustment.

Conditions of Sale

Adverse conditions of sale can account for a significant discrepancy from the sale price actually paid, compared to that of the market. This discrepancy in price is generally attributed to the motivations of the buyer and the seller. Certain conditions of sale are considered non-market and may include the following:

- a seller acting under duress (e.g., eminent domain, foreclosure);
- buyer motivation (e.g., premium paid for assemblage, certain 1031 exchanges);
- a lack of exposure to the open market;
- an unusual tax consideration;
- a sale at legal auction.

None of the comparable sales had atypical or unusual conditions of sale. Thus, adjustments are not necessary.

Expenditures Made Immediately After Purchase

This category considers expenditures incurred immediately after the purchase of a property. There are no expenditures reported for any of the sales.

Market Conditions

A market conditions adjustment is applied when market conditions at the time of sale differ from market conditions as of the effective date of value. Adjustments can be positive when prices are rising, or negative when markets are challenged by factors such as a deterioration of the economy or adverse changes in supply and/or demand in the market area. Consideration must also be given to when the property was placed under contract, versus when the sale actually closed.

In evaluating market conditions, changes between the comparable sale date and the effective date of this appraisal may warrant adjustment; however, if market conditions have not changed, then no adjustment is required.

The sales took place from February 2024 to February 2026. Market conditions have generally been strengthening. The adjustment grid accounts for this trend with upward adjustments over this period through the effective date of value.

Property Adjustments**Location**

Factors considered in evaluating location include, but are not limited to, demographics, growth rates, surrounding uses and property values.

Sales 2 and 4 are similar to the subject. No adjustments are necessary. Sales 3, 5, 6 and 7 are adjusted downward for superior location. Sale 1 is adjusted upward for inferior location.

Access

Residential lots with access from publicly dedicated and maintained roads is superior to unimproved access. Furthermore, publicly dedicated and maintained roads are favorable to private roadway which require the owner(s) to bear the cost of construction and maintenance.

All of the comparables are similar to the subject in access. No adjustments are necessary.

Size

Due to economies of scale, the market exhibits an inverse relationship between land area and price per square foot, such that larger sites generally sell for a lower price per square foot than smaller lots, all else being equal. To account for this relationship, applicable adjustments are applied for differences in land area. The comparables that are larger than the subject are adjusted upward, and vice versa.

Because this analysis is to find the contributory of open space to a residential lot, size is not absolute. To represent the common lot size in the subject market, larger lots are adjusted upward and the smaller lots are adjusted downward.

Shape

Narrow or triangular shapes can negatively impact the amount of the lot that can be reasonably developed. Sales 1, 3, 4, 5, 6 and 7 have efficient shapes for residential use and require no adjustment. Sale 2 has a narrow mid-section that limits development options. An upward adjustment is applied.

Topography

Sloped topography can add to development cost and create areas of a lot with low utility. The subject parcel has multiple slopes. Sales 1 and 4 are similar to the subject and require no adjustment. Sales 2, 3, 5, 6 and 7 are superior to the subject. Downward adjustments are applied.

Utilities

Lots with public utilities available are considered more desirable relative to properties requiring utility extensions, or those that need a private well and/or septic system. Properties without public utilities available typically require higher development costs, all else being equal.

The subject is within a developed area of Layton City where all common public utilities are available. All of the comparables have common public utilities. No adjustments are necessary.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid								
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5	Comparable 6	Comparable 7
Name	Planned Trail - Eastman	R-1-8 Manor Crest Lot	0.219 Acre R-1-6	0.423 Acre R-1-8	R-1-10 Lot	0.464 Acre R-S	R-1-10 Fruit Heights Lot	0.380 Acre R-1-12
Address	1450 East Tartan Way	802 W. 2850 N.	285 E. 500 North	1487 E. Stone House Bend	2644 E. Gentile St.	3260 E. Fernwood Park Drive	652 S. Cherry Ln.	179 N. 1800 East
City	Layton	Layton	Kaysville	Kaysville	Layton	Layton	Fruit Heights	Fruit Heights
Sale Date		Apr-25	Nov-25	Jun-25	Oct-25	Feb-24	Oct-25	Feb-26
Sale Status		Recorded	Recorded	Recorded	Recorded	Recorded	Recorded	Recorded
Sale Price		\$225,000	\$165,000	\$406,000	\$300,000	\$550,000	\$285,000	\$475,000
Price Adjustment		—	—	—	—	—	—	—
Description of Adjustment								
Effective Sale Price		\$225,000	\$165,000	\$406,000	\$300,000	\$550,000	\$285,000	\$475,000
Square Feet	196,499	13,112	9,540	18,426	13,504	20,212	10,454	16,553
Acres	4.511	0.301	0.219	0.423	0.310	0.464	0.240	0.380
Tax ID	10-002-0009	09-451-0011	11-878-0102	15-171-0401	09-489-0001	09-462-0001	07-090-0069	15-137-0030
Zoning Code	A	R-1-8	R-1-6	R-1-8	R-1-10	R-S	R-1-10	R-1-12
Latitude	41.083573	41.100956	41.073745	41.057694	41.074889	41.090003	41.024079	41.038452
Longitude	-111.938223	-111.980391	-111.932262	-111.904597	-111.915574	-111.90365	-111.900431	-111.902649
Database ID		3429214	3462889	3462899	3428346	3462902	3429833	3462910
Price per Square Foot		\$17.16	\$17.30	\$22.03	\$22.22	\$27.21	\$27.26	\$28.70
Transactional Adjustments								
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		—	—	—	—	—	—	—
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		—	—	—	—	—	—	—
Conditions of Sale		—	—	—	—	—	—	—
% Adjustment		—	—	—	—	—	—	—
Expenditures Made Immediately After Purchase		—	—	—	—	—	—	—
\$ Adjustment		—	—	—	—	—	—	—
Market Conditions	2/12/2026	Apr-25	Nov-25	Jun-25	Oct-25	Feb-24	Oct-25	Feb-26
Annual % Adjustment	5%	4%	1%	3%	2%	10%	1%	—
Cumulative Adjusted Price		\$17.85	\$17.47	\$22.70	\$22.66	\$29.93	\$27.53	\$28.70
Property Adjustments								
Location		20%	—	-5%	—	-10%	-10%	-10%
Access		—	—	—	—	—	—	—
Size		—	-10%	10%	—	10%	-10%	5%
Shape		—	10%	—	—	—	—	—
Topography		—	-10%	-5%	—	-5%	-10%	-5%
Utilities		—	—	—	—	—	—	—
Net Property Adjustments (\$)		\$3.57	-\$1.75	\$0.00	\$0.00	-\$1.50	-\$8.26	-\$2.87
Net Property Adjustments (%)		20%	-10%	0%	0%	-5%	-30%	-10%
Final Adjusted Price		\$21.42	\$15.72	\$22.70	\$22.66	\$28.44	\$19.27	\$25.83
Range of Adjusted Prices		\$15.72 - \$28.44						
Average		\$22.29	Median	\$22.66				
Indicated Value		\$22.50						

Prior to adjustments, the sales reflect a range of \$17.16 - \$28.70 per square foot. After adjustment, the range is \$15.72 - \$28.44 per square foot, with an average of \$22.29 and a median indicated value of \$22.66 per square foot. Comparable 4 requires the least amount of total/absolute adjustment and its value is supported by averages. A value of \$22.50 per square foot is supported for a residential lots within the subject market.

Applying the contributory value of open space to a residential lot found through extraction studies, the table shows the range of value per square foot of the parcel's open space value.

Open Space Land Value by Extraction					
Study	Low Value	High Value	Mean	Median	Supported Value
Wasatch Front	1.2%	13.0%	6.4%	6.4%	6.4%
Snyderville Basin	2.2%	35.8%	11.7%	5.7%	8.7%
Little Cottonwood View Estates Subdivision					2.1%
The Ridge at Alpine Subdivision					2.3%

Open Space Land Value by Extraction				
Study	Lot Value/SF	Low Value/SF	High Value/SF	Supported Value/SF
Wasatch Front	\$22.50	\$0.27	\$2.93	\$1.44
Snyderville Basin	\$22.50	\$0.50	\$8.06	\$1.96
Little Cottonwood View Estates	\$22.50	—	—	\$0.47
The Ridge at Alpine Subdivision	\$22.50	—	—	\$0.52

From the Wasatch Front study, Layton Ridges Lot 201 is most similar in location to the subject parcel. Layton Ridges Lot 201 of 6.6192 acres was purchased having a building footprint limited to 0.928 acre. The typical lot in the neighborhood is 0.404 acre. Subtracting the typical lot size and purchase price from the purchase of Lot 201, the value of the surplus land is found through extraction. In this case, the surplus land value is 6.4% of a typical lot or \$21,988 per acre. The value per acre of a typical lot in the neighborhood was \$342,433 per acre at the time of the study. This supports a value of \$1.44 per square foot (\$22.50 x 0.064) for the subject parcel.



Surplus Land Discount Discussion

Surplus land is frequently sold by government entities. Utah, Salt Lake, and Davis are contiguous counties in northern Utah. When agents of Utah County are approached for the purchase of surplus land, the Public Works department either gets an appraisal from the Assessor's office or a private appraisal to determine the fair market value of the parcel.

Disposal of real property by Davis County is by a committee made from five county departments. The committee disposes of real property in a manner that will be to the greatest advantage and/or the lowest possible cost to the County. The real property could be sold through auction, sealed bid, or trade. The committee sets a minimum price for each parcel. If there is no offer for at least the minimum price, the real property may be withheld from sale. Davis County targets a \$2.00 per square foot minimum for surplus land not sold during the annual public auction. The reasoning for targeting \$2.00 per square foot is to recover revenue lost through real estate taxation. Most surplus tracts in Davis County are less than 10 feet wide and are long for their size. Abandoned irrigation ditches are common.

Salt Lake County targets 25% of across the fence values for surplus land. The valuation model was developed over years of negotiating transactions of surplus land. At times, surplus land could not be given away; other times surplus land could be easily sold to persons under distress for the surplus tract. When surplus land was offered at 100% of across the fence values, potential buyers refused. Targeting \$0.50 to \$1.00 per square foot was somewhat successful, but 25% of across the fence method was most successful. Salt Lake County sells about 18 to 24 surplus tracts annually and has 100% closure using 25% of across the fence method. Salt Lake County does not hold potential buyers of surplus land "hostage" when the surplus tract is required to gain plottage, such as crossing the mid-section of a parcel.

Final Value Conclusion

The subject parcel differs from the extraction study because it has greater utility than mountainside topography. Sections of the parcel are level allowing the surface to be used for keeping animals, garden, orchard, park, or storage. This is similar to buyers of Salt Lake County surplus land which offers residential buyers added area for garden, play area, storage, or adding square footage to a house previously prohibited by development standards. Unlike surplus land sold by Salt Lake County, the subject parcel is many times larger. Recognizing the 'bulk sale' discount, or the impact of size regression, 7% of a residential lot value is supported.

This may seem like an oddly specific number. It is between the 6.4% figure supported by Wasatch County in the surplus land analysis and the 8.7% figure in the Snyderville basin analysis. Those are at the upper end of the range for the surplus land areas.

Land Value Conclusion	
Indicated Value per Square Foot	\$22.50
Subject Square Feet	196,499
Indicated Value	\$4,421,231
Adjustments	
Development restrictions - open space discount	93%
Total Adjustments	(\$4,111,745)
Indicated Value	\$309,486

This calculates to approximately \$1.58 per square foot.

Project Description

Layton City desires the subject parcel to expand the Layton City trail or park system.

Acquisition Value – Park (Full Acquisition)

Layton City desires the entire 4.511 acre parcel for a park or an easement for a trail. Valuation of the trail option is in a separate section.

Because the park acquisition is the larger parcel, the part required is the value of the land determined by land extraction, sale comparison approach, and market discounts for surplus land.

Acquisition Value				
Acquisition Type	County Parcel	Area (SF)	Land Value/SF	Compensation
Fee Simple Interest	10-002-0009	196,499 x	\$1.58	= \$309,486

Improvements

The parcel is improved with a 480 square foot barn constructed during 2000. Marshall & Swift Valuation Guide studies shows wood barns having a value of \$25.25 per square foot when constructed new. The subject barn is about 50% depreciated.

Improvements Lost to the Project						
Parcel	Improvement	Units	Unit Cost	Total	Depreciation	Depreciated Value
10-002-0009	Stable	480 SF x	\$25.25	= \$12,120	Less: 50%	= \$6,060
Total Improvements Lost						\$6,060

Parcel Description – After the Project

From the owner's perspective, there is no remainder after the acquisition by Layton City for park use.

Summary

The foregoing analysis is summarized as follows.

Appraisal Summary			
Element	Area (SF)	Per Unit Value	Total
A. Value of the Subject as a Whole Property			
Land	196,499	\$1.58	\$309,486
Improvements			\$6,060
Total			\$315,546
B. Value of the Acquisition			
Fee Taking	196,499	\$1.58	\$309,486
Improvements			\$6,060
Total			\$315,546
C. Value of the Remainder as Part of the Whole			
Land	0	\$1.58	\$0
Improvements			\$0
Total			\$0
D. Value of the Remainder After the Acquisition			
Land	0	\$22.50	\$0
Improvements			\$0
Total			\$0
E. Damages to the Remainder			
Damages			\$0
Total			\$0
F. Benefits to the Remainder			
			\$0
G. Total Award			
County Parcel	10-002-0009		\$309,486
Improvements			\$6,060
Damages			\$0
Benefits			\$0
Total			\$315,546
Rounded			\$315,600

Acquisition Value – Trail (Partial Acquisition)

The following drawing is provided by Layton City. The length and precise location of the trail easement – shown in purple highlight – is unknown. For valuation purposes, the size is 15,400 square feet or 0.354 acre.



The valuation of the perpetual easement is based on the findings of the easement study presented in the addenda. The study indicates value of an easement is tied in part to the resulting functionality of the encumbered property. The study generally indicates that for typical perpetual easements, values range from 25% to 75% of fee value.

Compensation for an easement is the measure of utility lost to the servient estate holder associated with the easement. Underground easements along property lines have minimal impact on utility whereas an easement for roadway or canal leaves very little utility remaining to the servient estate holder. The easement required by Layton City is for a trail. The impact to land utility is similar to roadway or canal. The servient estate holder cannot use the easement area for planting, pasture, storage, recreation, fencing, and crossing the trail may be limited. An impact of 95% of land value is

supported for the encumbrance of the easement upon the servient estate – the remaining 5% representing the servient estate holder's interest in the land. Value of the land encumbered by the perpetual easement is therefore calculated as follows.

Value of the Perpetual Easement							
Acquisition Type	County Parcel	Area (SF)		Land Value/CF		Easement Factor	Compensation
Perpetual Easement	10-002-0009	15,400	x	\$1.58	x	95%	= \$23,042

Parcel Description – After the Easement

Because the part required is property rights in the form of a perpetual easement, physical characteristics of the larger parcel are generally unchanged.

Property Description - After the Easement	
Area	196,499 SF; 4.511 AC
Frontage	Unchanged from the before condition
Maximum Depth	Unchanged from the before condition
Shape	Unchanged from the before condition
Topography	Unchanged from the before condition

Highest and Best Use – After the Easement

Legally Permissible

After the easement, open space or agriculture remains legally most likely.

Physically Possible

Physical characteristics of the larger parcel are generally unchanged by the easement. That is, the land is generally suited for the same uses after the easement as before the easement.

Financially Feasible

As was the case before the easement, open space or agricultural use is financially feasible after the easement.

Maximally Productive

Highest and best use of the land after the easement is open space or agriculture.

Damages/Benefits

In cases involving a partial acquisition, the remainder parcel must be analyzed relative to damages and benefits. Specifically, it must be determined if there is any loss in value to the remainder parcel and, if so, whether such loss is compensable. Further it must be determined if as a result of the partial acquisition, there are any benefits resulting from the partial acquisition and/or the project of which it is a part that may offset damages.

Damages

The remainder of the larger parcel is severed by a public trail. If the remainder is put to an agricultural use, the trail will be a disruption to a contiguous use such as orchard or pasture for animals. Additionally, an attractive nuisance is created. An attractive nuisance is described as:

An attractive nuisance is a dangerous, artificial condition on a property—such as a swimming pool, construction site, or trampoline—that poses a foreseeable risk of harm to children. Under tort law, this doctrine holds landowners liable for injuries to child trespassers if they failed to exercise reasonable care to secure the hazard. Old refrigerators, wells, and sand piles are also recognized as attractive nuisances.

It would be reasonable for the servient estate holder to isolate the trail from the remainder and eliminate the severed north tract from active use. The north tract becomes inutile open space or surplus land to the owner. The supported value for surplus land ranges from 2.1% to 8.7% of non-surplus land. Five percent is the estimated surplus value of the north tract – which is estimated to be 1.5 acres or one-third of the larger parcel. The following table shows damage estimates based on this criteria.

Damage Summary		
North Tract Remainder as Part of the Whole/\$SF	\$1.58	
North Tract Square Feet	65,340	
North Tract Remainder as Part of the Whole		\$102,911
Non-Surplus Land Value/\$SF	\$22.50	
Contributory Value Surplus Land to Non-Surplus Land	5%	
Surplus Land Value/SF	\$1.13	
North Tract Square Feet	65,340	
North Tract Remainder Value		\$73,508
Severance Damage		\$29,403
Chain-Link Fence/LF	1,540	
Cost/LF - 6-Foot, Rail, 3-Strand Barbed Wire	\$27.22	
Cost to Cure		\$41,919
Damages		\$71,322

Benefits

No benefits to the remainder are evident as a result of the project.

Valuation – After the Easement

The remainder is the larger parcel before the easement less perpetual easement and severance damage.

Valuation - After Easement			
Land	Square Feet	Land Value/SF	Total
Larger Parcel	196,499	\$1.58	\$309,486
Less Perpetual Easement	15,400	\$1.50	(\$23,042)
Less Severance Damage	65,340	\$0.45	(\$29,403)
Remainder Value			\$257,041

Summary

The foregoing analysis is summarized as follows.

Appraisal Summary				
Element	Area (SF)	Per Unit Value	Factor	Total
A. Value of the Subject as a Whole Property				
Land	196,499	\$1.58		\$309,486
Improvements				\$0
Total				\$309,486
B. Value of the Acquisition				
Perpetual Easement	15,400	\$1.58	95%	\$23,042
Improvements				\$0
Total				\$23,042
C. Value of the Remainder as Part of the Whole				
Land	181,099	\$1.58		\$285,231
Perpetual Easement	15,400	\$1.58	5%	\$1,213
Improvements				\$0
Total				\$286,444
D. Value of the Remainder After the Easement				
Land				\$255,828
Perpetual Easement	15,400	\$1.58	5%	\$1,213
Improvements				\$0
Total				\$257,041
E. Damages to the Remainder				
Severance Damage				\$29,403
Cost to Cure				\$41,919
Total				\$71,322
F. Benefits to the Remainder				
				\$0
G. Total Award				
Perpetual Easement				\$23,042
Improvements				\$0
Severance Damage				\$29,403
Cost to Cure				\$41,919
Total				\$94,364
Rounded				\$94,400

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Benjamin D. LeFevre, MAI has not made a personal inspection of the property that is the subject of this report. Eric Leonhardt, MAI has personally inspected the subject.
12. No one provided significant real property appraisal assistance to the persons signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.

14. As of the date of this report, Benjamin D. LeFevre, MAI and Eric Leonhardt, MAI have completed the continuing education program for Designated Members of the Appraisal Institute.



Benjamin D. LeFevre, MAI
Utah Certified General Real Estate Appraiser
#5757228-CG00



Eric Leonhardt, MAI
Utah Certified General Real Estate Appraiser
5450597-CG00

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
11. Information, estimates, and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report, but which may have been omitted from this list of Assumptions and Limiting Conditions.
17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during

- the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
 19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
 20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. IRR - Salt Lake City, Integra Realty Resources, Inc., and their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
 21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
 22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
 23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
 24. **IRR - Salt Lake City is an independently owned and operated company. The parties hereto agree that Integra shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR - Salt Lake City. In addition, it is expressly agreed that in any action which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or**

consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

25. IRR - Salt Lake City is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.
28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The valuation is based on the hypothetical condition that the proposed project is not planned as of the valuation date.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Addendum A

Appraiser Qualifications

Benjamin D. LeFevre, MAI

Experience

Appraiser and consultant of commercial real estate for Integra Realty Resources Salt Lake City in Utah since November 2005. Appraiser and consultant of commercial real estate for J. Philip Cook & Associates, Inc. (acquired by LECG March 2005), from May 2004 to October 2005 in Salt Lake City, Utah.

Mr. LeFevre is experienced in the underwriting and valuation of commercial and industrial properties and is proficient in computer applications to real estate values. His experience includes valuations of office buildings, raw land areas, restaurants, retail buildings, automobile dealerships, residential homes and subdivisions and mixed use properties. He specializes in the valuation of retail properties, eminent domain and large mixed use projects.

Mr. LeFevre is active in the appraisal community with the Appraisal Institute. He holds the Appraisal Institutes MAI designation, was a member of the Utah Chapter Board of directors from 2010 to 2011 and again in 2019 and 2020.

Mr. LeFevre is an approved instructor with The Appraisal Institute and has taught appraisal classes for The Appraisal Institute in Salt Lake City.

Specialized Courses with Successful Examination Completion:

Highest and Best Use and Market Analysis, Course 520

Advanced Income Capitalization, Course 510

Advanced Cost and Sales, Course 530

Advanced Applications, Course 550

Report Writing and Valuation Analysis

Eminent Domain and Condemnation

Condemnation Appraising Principles and Applications

Litigation Appraising: Specialized Topics and Applications

The Appraiser as an Expert Witness: Preparation and Testimony

Fundamentals of Separating Real, Personal Property, and Intangible Business Assets

Introduction to Green Buildings: Principles & Concepts

Case Studies in Appraising Green Residential Buildings

Professional Activities & Affiliations

Member, Salt Lake Board of Realtors

Member, Wasatch Front MLS

Member, Snake River MLS

2010-2011, Director, Utah Chapter of the Appraisal Institute

2008-2010 Associate Guidance Chair, Utah Chapter of Appraisal Institute

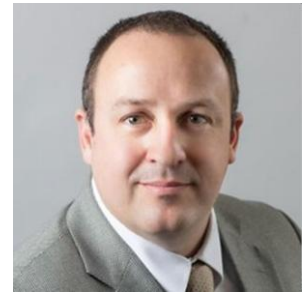
MAI Designation, Appraisal Institute, June 2013

2019- Treasurer, Utah Chapter of the Appraisal Institute

2020- Secretary, Utah Chapter of the Appraisal Institute

Licenses

Utah, Certified General Appraiser, 5757228-CG00, Expires February 2027



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Benjamin D. LeFevre, MAI

Licenses (Cont'd)

Wyoming, Certified General Appraiser, 1276, Expires July 2027
Montana, Certified General Appraiser, 6326, Expires March 2027
Colorado, Certified General Appraiser, CG200003244, Expires December 2026
Alaska, Certified General Appraiser, 205775, Expires June 2027
Utah, Sales Agent, 5757228-SA00, Expires December 2026
Utah, Appraiser Instructor, 5757228-AI00, Expires January 2027
Idaho, Certified General Appraiser, CGA-2336, Expires November 2027
Washington, Certified General Appraiser, 23020731, Expires November 2026
Nevada, Certified General Appraiser, A.0209316-CG, Expires February 2028

Education

MBA, University of Utah, August 2007

Bachelor of Science, University of Utah, May 2005

Qualified Before Courts & Administrative Bodies

2020: Rocky Mountain Power v. Midway City

Integra Realty Resources - Salt Lake City

5107 South 900 East
Suite 200
Salt Lake City, UT 84117

T 801.263.9700

irr.com



STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF REAL ESTATE
Active

DATE ISSUED: 02/23/2007

EXPIRATION DATE: 02/28/2027

LICENSE NUMBER: 5757228-CG00

LICENSE TYPE: Certified General Appraiser

ISSUED TO: BENJAMIN D LEFEVRE
4452 SHIPROCK PL
RIVETON UT 84096



SIGNATURE OF HOLDER

REAL ESTATE DIVISION DIRECTOR

Eric Leonhardt, MAI

Experience

Director at Integra Realty Resources - Salt Lake City since September 2013. Previous work experience includes real estate appraising at Free & Associates from October 1995 to September 2013 and an accountant for Holland Properties in Park City Utah. Specialized toward eminent domain appraising for federal, state, county, and city governments. Acquisitions appraised include roadway, railway, public utilities, flood control, redevelopment, and conservation easements. Appraisal research includes valuation of surplus land through extraction with application to mountainside lots, sky bridges, and wetlands.

Professional Activities & Affiliations

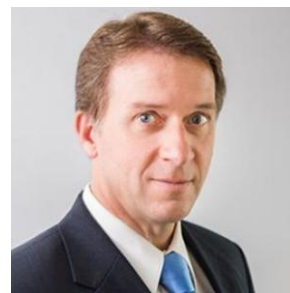
Real Estate Finance
Real Estate
Fundamental Appraisal
Appraisal Residences
Uniform Standards of Professional Appraisal Practice
310 Basic Income Capitalization
320 General Applications
510 Advanced Income Capitalization
520 Highest and Best Use and Market Analysis
530 Advanced Sales Comparison and Cost Approaches
540 Report Writing and Valuation Analysis
550 Advanced Applications
660 Small Hotel/Motel Valuation
Business Practices and Ethics
Condemnation Appraising Principles and Applications
Litigation Skills for the Appraiser
Standards of Professional Practice
Eminent Domain
Eminent Domain Update
Public Roads on Private Lands
Land Use Law
Utah Land Use
Eminent Domain Training for Attorneys and Appraisers
403 Easement Valuation
803 Eminent Domain Law Basics

Licenses

Utah, Certified General, 5450597-CG00, Expires March 2028

Education

Bachelor of Science Degree in Finance



Integra Realty Resources - Salt Lake City

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Salt Lake City, UT 84117

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STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF REAL ESTATE
Active

DATE ISSUED: 03/27/2006

EXPIRATION DATE: 03/31/2028

LICENSE NUMBER: 5450597-CG00

LICENSE TYPE: Certified General Appraiser

ISSUED TO: ERIC LEONHARDT
6898 S 725 E
UNIT 40H
MIDVALE UT 84047



Eric Leonhardt

SIGNATURE OF HOLDER

S. Veilleux

REAL ESTATE DIVISION DIRECTOR

About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

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Addendum B

IRR Quality Assurance Survey

IRR Quality Assurance Survey

We welcome your feedback!

At IRR, providing a quality work product and delivering on time is what we strive to accomplish. Our local offices are determined to meet your expectations. Please reach out to your local office contact so they can resolve any issues.

Integra Quality Control Team

Integra does have a Quality Control Team that responds to escalated concerns related to a specific assignment as well as general concerns that are unrelated to any specific assignment. We also enjoy hearing from you when we exceed expectations! You can communicate with this team by clicking on the link below. If you would like a follow up call, please provide your contact information and a member of this Quality Control Team will call contact you.

Link to the IRR Quality Assurance Survey: quality.irr.com

Addendum C

Definitions

Definitions

The source of the following definitions is the Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022), unless otherwise noted.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

Class of Retail Property

For the purposes of comparison, retail properties are grouped into three classes: Class A, B and C. These classes represent a subjective quality rating of properties, which indicates the competitive ability of each property to attract similar types of tenants. The differences between these classifications vary by market, and Class B and C properties are generally classified relative to Class A properties.

Class A properties represent the highest quality properties in a market. They have the best locations for retail use and the best access. Construction tends to be new and of good quality, and maintenance standards are high. Building and site designs are functional. As a result, Class A properties attract the highest quality tenants and also command the highest rents.

Class B properties are a step down in quality from Class A properties. Class B buildings tend to be somewhat older, less functional, and less well maintained. Sometimes they are in less desirable locations. Class B properties command rents in the average range for the area.

Class C properties fall into the lowest classification. These properties are older and often in need of renovation. Locations may be inferior and building and site designs exhibit functional obsolescence and lower standards of maintenance. Class C properties command rents that are below average for the area.

(Source: Integra Realty Resources)

Common Area

1. The total area within a property that is not designed for sale or rental but is available for common use by all owners, tenants, or their invitees, e.g., parking and its appurtenances, malls, sidewalks, landscaped areas, recreation areas, public toilets, truck and service facilities.
2. In a shopping center, the walkways and areas onto which the stores face and which conduct the flow of customer traffic. (ICSC)

Common Area Charges

Income collected from owners or tenants for the operation and maintenance of common areas; typically specified in commercial and retail leases.

Common Area Maintenance (CAM)

1. The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property.
2. The amount of money charged to tenants for their shares of maintaining a center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of the parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenance, snow removal, security, and upkeep. (ICSC)

Deferred Maintenance

Items of wear and tear on a property that should be fixed now to protect the value or income-producing ability of the property, such as a broken window, a dead tree, a leak in the roof, or a faulty roof that must be completely replaced. These items are almost always curable.

Depreciation

A loss in the value of improvements from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the value of the improvement on the same date.

Discounted Cash Flow (DCF) Analysis

The procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analyst specifies the quantity, variability, timing, and duration of the income streams and the quantity and timing of the reversion, and discounts each to its present value at a specified yield rate.

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. An adequate marketing effort will be made during the exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.

9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Effective Date

1. The date on which the appraisal opinion applies. (SVP)
2. The date to which an appraiser's analysis, opinions, and conclusions apply; also referred to as *date of value*. (USPAP, 2020-2021 ed.)
3. The date that a lease goes into effect.

Entrepreneurial Incentive

The amount an entrepreneur expects or wants to receive as compensation for providing coordination and expertise and assuming the risks associated with the development of a project. Entrepreneurial incentive is the expectation of future reward as opposed to the profit actually earned on the project.

Entrepreneurial Profit

1. A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a past project to compensate for his or her time, effort, knowledge, and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovation change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses.
2. In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also called entrepreneurial return or entrepreneurial reward.

Excess Land; Surplus Land

Excess Land: Land that is not needed to serve or support the existing improvement. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately.

Surplus Land: Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel.

Exposure Time

1. The time a property remains on the market.
2. An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.

Gross Leasable Area (GLA)

Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to outside wall surfaces.

Highest and Best Use

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (ISV)
3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)

Investment Value

1. The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market.
2. The value of an asset to the owner or a prospective owner given individual investment or operational objectives (may also be known as worth). (IVS)

Lease

A contract in which rights to use and occupy land, space, or structures are transferred by the owner to another for a specified period of time in return for a specified rent.

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Estate

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Lease Type

Full-Service Lease or Gross Lease: A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses.

Full-Service + Tenant Electric Lease or Gross + Tenant Electric Lease: A lease in which the tenant pays electric charges for its space but in other respects is a full service or gross lease as defined above. Tenant electric is often abbreviated as "TE". (Source: *Integra Realty Resources*)

Modified Gross Lease: A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a double net lease, net net lease, partial net lease, or semi-gross lease.

Net Lease: A general term for a lease in which the tenant pays all or most of the operating and fixed expenses of a property. Whenever the term net lease is used, an analyst should identify the specific expense responsibilities of the tenant and owner. (Source: *Integra Realty Resources*)

Triple Net Lease: A lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called NNN, net net net, or fully net lease.

Absolute Net Lease: A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant.

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.

7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Marketing Time

An opinion of the amount of time to sell a property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which precedes the effective date of an appraisal.

Market Rent

The most probable rent that a property should bring in a competitive and open market under all conditions requisite to a fair lease transaction, the lessee and lessor each acting prudently and knowledgeably, and assuming the rent is not affected by undue stimulus. Implicit in this definition is the execution of a lease as of a specified date under conditions whereby:

- Lessee and lessor are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- Payment is made in terms of cash or in terms of financial arrangements comparable thereto; and
- The rent reflects specified terms and conditions typically found in that market, such as permitted uses, use restrictions, expense obligations, duration, concessions, rental adjustments and revaluations, renewal and purchase options, frequency of payments (annual, monthly, etc.), and tenant improvements (TIs).

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Overage Rent

The percentage rent paid over and above the guaranteed minimum rent or base rent; calculated as a percentage of sales in excess of a specified breakpoint sales volume.

Percentage Rent

Rental income received in accordance with the terms of a percentage lease; typically derived from retail store and restaurant tenants and based on a certain percentage of their gross sales.

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Replacement Cost

The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design and layout.

Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, a duplicate or replica of the building being appraised, using the same or similar materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, superadequacies, and obsolescence of the subject building.

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., “retrospective market value opinion.”

Shopping Center Classifications

A collection of retail stores with common parking areas and generally one or more large department, discount, or food stores; sometimes includes an enclosed mall or walkway. The uses listed below are generally organized first by building size and then by specialty.

Community Shopping Center: This type of center offers general merchandise, grocery, and conveniences in 100,000 to 300,000 square feet of gross leasable area (GLA) on 10 to 30 acres. Often two or more anchors (like a discount department store, a supermarket, a drug store, a home

improvement store, or a large specialty discount store) occupy 40% to 60% of the entire center. Its primary trade area (the area from this 60% to 80% of its sales originate) typically extends outward as much as 6 miles.

Convenience/Strip Center: A collection of businesses offering convenience goods and services with on-site parking in the front of the site. Open canopies may connect the storefronts, but enclosed walkways do not link stores. Typically less than 30,000 square feet with the primary trade area being less than a 5-minute drive time. Typical tenants include convenience stores, drug stores, dry cleaners, small restaurants, hair salons or barbershops, shoe repair shops, and local professional services.

Neighborhood Center: This type of center also focuses on conveniences but typically contains 30,000 to 150,000 square feet of gross leasable area (GLA) on 4 to 10 acres. A supermarket is often the principal anchor, with all anchors occupying 30% to 50% of the entire property. Its primary trade area (the area from which 60% to 80% of its sales originate) typically extends up to 1.5 miles, with drive times being less than 5 minutes.

Regional Center: A regional center offers general merchandise and convenience goods. Typically comprising 300,000 to 1,000,000 square feet of gross leasable area (GLA) on 25 to 100 acres, it is often anchored by one or two department stores, each occupying a minimum of 100,000 square feet. The primary trade area (the area from which 60% to 80% of its sales originate) typically extends to 35 miles while drive times exceed 40 minutes.

Super-Regional Center/Mall: A super-regional center is almost always an enclosed mall with a concept similar to a regional center but that has more variety and assortment. It typically encompasses 800,000+ square feet of gross leasable area (GLA) on 60 to 120 acres. Usually anchored by three or more major tenants, the anchors often lease up to 50% of all space. The primary trade area (the area from which 60% to 80% of its sales originate) typically extends to 35 miles, while drive times exceed 40 minutes.

Specialty Center: A specialty center promotes a collection of stores or recreation that emphasize a theme, concentrate on a class of goods, or cater to a specific patron. The size varies from 30,000 to 500,000 square feet and could have a gross area of up to 40 acres.

Boutique: A collection of stores that sell design items, craft wares, gourmet foods, and other high-end specialty products like jewelry and fine art.

Fashion: Fashion centers offer high-end fashions in 80,000 to 250,000 square feet of gross leasable area (GLA) on 5 to 25 acres. They typically have fashion-oriented anchors with a primary trade area (the area from which 60% to 80% of sales originate) of 5 to 15 miles.

Festival: Festival centers are anchored by theme restaurants and entertainment tenants. They attract fun seekers, tourists, and retail patrons. Generally comprising of 80,000 to 250,000 square feet of gross leasable area (GLA) on 5 to 20 acres, their primary trade area (the area from which 60% to 80% of sales originate) is typically 25 to 75 miles.

Lifestyle: An open-air configuration typically occupied by upscale national chain specialty stores. Includes restaurants, entertainment, fountains, and backyard furniture. Typically varies between 150,000 and 500,000 square feet on 10 to 40 acres. The primary trade area (the area from which 60% to 80% of its sales originate) is typically 8 to 12 miles.

Outlet: Outlet centers are dominated by name-brand manufacturers offering goods at discounted prices. Comprising 60,000 to 400,000 square feet of gross leasable area (GLA) on 10 to 50 acres, the primary trade area (the area from which 60% to 80% of sales originate) is typically 25 to 75 miles, with drive times exceeding one hour.

Power: Power centers are occupied by category-dominant anchors with a few small tenants. They comprise 150,000 to 600,000 square feet of gross leasable area (GLA) on 25 to 80 acres with big-box anchors leasing 70% to 90% of the entire center. They usually have a minimum of three anchors like home improvement centers, discount department stores, warehouse clubs, and off-price manufacturers. The primary trade area (the area from which 60% to 80% of sales originate) typically exceeds 15 miles, with drive times of up to 30 minutes.

Stabilized Income

1. An estimate of income, either current or forecasted, that presumes the property is at stabilized occupancy.
2. The forecast of the subject property's yearly average income (or average-equivalent income) expected for the economic life of the subject property.
3. Projected income that is subject to change but has been adjusted to reflect an equivalent, stable annual income.

Stabilized Occupancy

1. The occupancy of a property that would be expected at a particular point in time, considering its relative competitive strength and supply and demand conditions at the time, and presuming it is priced at market rent and has had reasonable market exposure. A property is at stabilized occupancy when it is capturing its appropriate share of market demand.
2. An expression of the average or typical occupancy that would be expected for a property over a specified projection period or over its economic life.

Addendum D

Zoning Ordinance

Layton City 19.06 Land Use Regulations

19.06.000 Tables 6-1, 6-2 And 6-3

[Share](#)
[Tables 6-1, 6-2 and 6-3](#).updated 9/18/2025

TABLE OF LAND USE REGULATIONS

TABLE 6-1 (Columns A Through R-H) and TABLE 6-2 (Columns A-2 Through MU-TOD)

RESIDENTIAL/DOMESTIC

	A	R-S	R-1-6	R-1-8	R-1-10	R-MH	R-2	R-M1	R-M2	R-H	C-TH	A-2	B-RP	P-B	CP-1	CP-2	CP-3	C-H	M-1	M-2	MU	MU-TOD
Accessory Farm Bldg.	P	C											P									
Accessory Dwelling Unit (ADU)	P	P	P	P	P																	
Accessory Building	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	C	P
Boarding/Rooming House	C							C	C	C												C
Dormitory								C	C	C								C				
Dwelling, Multiple Unit								P	P	P											P	P
Dwelling, 2 Unit								P	P	P	P	P									C	C
Dwelling, 1 Unit Attached (SF-A)	P ¹	P ¹	P ¹	P ¹	P ¹			P	P	P	P	P									P	P
Dwelling, 1 Unit Detached (SF-D)	P	P	P	P	P			P	P	P	P	P									C	C
Fraternity/Sorority House								C	C	C								C				
Household Pets	P	P	P	P	P	P	P	P	P	P	P										P	P
Mobile Home Park						C																
Off-Street Parking Inc. To Main Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Secondary Residential Unit														P	P	P	P	P	P	P	P	P

Model Homes	P	P	P	P	P	P	P	P	P	P	P											
Temporary Sales Office	P	P	P	P	P	P	P	P	P	P	P										P	P

- SF-A units are only permitted if approved through a PRUD Overlay rezoning and concept plan public review process (see Chapter 19.08 Planned Residential Unit Development (PRUD) Overlay Zone).

P = PERMITTED C = CONDITIONAL L# = Permitted with Specific Limitation(s) (See Table 6-3)

INSTITUTIONAL/CIVIC AND SPECIAL SERVICE

	A	R-S	R-1-6	R-1-8	R-1-10	R-MH	R-2	R-M1	R-M2	R-H	C-TH	A-2	B-RP	P-B	CP-1	CP-2	CP-3	C-H	M-1	M-2	MU	MU-TOD
Airport, Heliport																			C	C		
Assisted Living								C	C	C	C		P	P	P	P	P	P			P	P
Cemetery; Pet Cemetery; Mausoleum	C	C	C	C	C	C	C	C	C	C				C								
Charter School	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P
Church/Temple/Rectory	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C	C	C	C	C
College or University	C	C	C	C	C	C	C	C	C	C	C		C	C			C					
Commercial School													C	C	P	P	P	P			P	P
Community Center								C	C	C			P	P	P	P	P	P			P	P
Community Use	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C	P	P	C	C
Convent, Monastery or Other Dwelling Group for Religious Community	C	C						C	C	C	C			C	C	C	C	C			C	C
Day Care Center								C	C	C	C		P	P	P	P	P	P			P	P
Foster Home	C	C						C	C	C	C					C						
Fraternal/Benevolent Society										C					C	P	P	C				
Halfway House or Similar Facility for Alcoholic, Narcotic, Psychiatric, Patients, or Felons and Delinquents																	C	C				
Home for Elderly, Elder Apartment								C	C	C	C			P	P	P					P	P

P = PERMITTED C = CONDITIONAL L# = Permitted with Specific Limitation(s) (See Table 6-3)

[illegible]

P = PERMITTED C = CONDITIONAL L# = Permitted with Specific Limitation(s) (See Table 6-3)

	A	R-S	R-1-6	R-1-8	R-1-10	R-MH	R-2	R-M1	R-M2	R-H	C-TH	A-2	B-RP	P-B	CP-1	CP-2	CP-3	C-H	M-1	M-2	MU	MU TO
Indoor Commercial Amusement															P	P	P	P	P		L ³	L ³
Outdoor Limited Comm. Amusement													C		C	C	C	C	C	C	C	C
Outdoor Commercial Amusement															C	C	C	C	C	C		

P = PERMITTED C = CONDITIONAL L# = Permitted with Specific Limitation(s) (See Table 6-3)

<https://hosting.civicing.com/layton/books/municipal-code/search?q=Agriculture&sortMethod=relevance>

P = PERMITTED C = CONDITIONAL L# = Permitted with Specific Limitation(s) (See Table 6-3)

<https://hosting.civicing.com/layton/books/municipal-code/search?q=Agriculture&sortMethod=relevance>

P = PERMITTED C = CONDITIONAL L# = Permitted with Specific Limitation(s) (See Table 6-3)

	A	R-S	R-1-6	R-1-8	R-1-10	R-MH	R-2	R-M1	R-M2	R-H	C-TH	A-2	B-RP	P-B	CP-1	CP-2	CP-3	C-H	M-1	M-2	MU	MU-TOD
Animal or Fowl Slaughter																				P		
Cannabis Production												P								P		
Chemical & Plastic Manufacturing																				P		
Contractor Storage Yard																			P	P		
Dairy Processing or Ice Cream Plant																			C	P		
Extraction of Soil, Sand, Gravel, Minerals, Gas, Petroleum, or Similar																				P		
Junk Yards																			C	C		
Heavy Equipment Rental/Sales, Repair, and Storage																			P	P		
Light Commercial Flex Manufacturing													L ¹		L ¹	L ¹	L ¹	L ¹	P	P	L ²	L ²
Manufacturing/Industrial Services													L ¹ C					L ¹ C	P	P		
Metallic Products Manufacturing																				C		
Outdoor Storage																			P	P		

P = PERMITTED C = CONDITIONAL L# = Permitted with Specific Limitation(s) (See Table 6-3)

	A	R-S	R-1-6	R-1-8	R-1-10	R-MH	R-2	R-M1	R-M2	R-H	C-TH	A-2	B-RP	P-B	CP-1	CP-2	CP-3	C-H	M-1	M-2	MU	MU TO
Bank, Credit Union, or Savings & Loan w/ Drive Through													C	C	P	P	P	P			C ²	C ²
Barber or Beauty Shop													P	C	P	P	P	P	P		P	P
Big Box Retail																C	C	C				
Convenience Store															C	C	C	C	C	C	C ²	C ²
E-commerce Retail & Fulfillment													P		P	P	P	P	L ⁴	L ⁴	L ²	L ²
Fast Food Eating Establishment													P ² L ⁴		P	P	P	P	L ⁴	L ⁴	P ²	P ²
Furniture/Appliance Store															C	C	P	P	P	P	C	C
Garden Shop & Plant Sales, Nursery	C														C	P	P	C			C	C
Grocery Store															P	P	P	P			P	P

Kennels, Boarding										C	C	C	C	P	P			
Kennels, Daily Boarding & Extended Care	C																	
Kennels, Private	C	C																
Laboratory, Medical or Dental								P	P	P	P	P	P	L ⁴	L ⁴	P	P	
Laundry/Laundromat									P	P	P	P	L ⁴	L ⁴	P	P		
Locksmith or Key Shop									P	P	P	P	P	P	L ²	L ²		
Mortuary									C	C	P		C			C		
Music Store									P	P	P	P	L ⁴	L ⁴	L ³	L ³		
Office, Professional, or General Business								P	P	P	P	P	P	P	P	P	P	
Package Liquor Store									C	P	P	P				C	C	
Pawn Shop										C	P	C						
Pet Services, Indoor	C								C	C	C	C	P	P				
Pet Services, Indoor/Outdoor	C								C	C	C	C	P	P				
Pet Shop, Small Animals, Birds & Fish									P	P	P	P	L ⁴	L ⁴	L ³	L ³		
Reception Center						C			C	C	C	P	P	P			C	C
Repair for TV, Radio, Appliance or Similar													P	P	P			
Restaurant									L ⁴		P	P	P	P	L ⁴	L ⁴ C	P	P
Retail Sales and Commercial Services									L ⁴		P	P	P	P	L ⁴	L ⁴	p ²	p ²
Retail Tobacco Specialty Business														C				
Studio - Art, Photo									P	P	P	P	P	P	L ⁴	L ⁴	L ²	L ²
Studio - Decorate & Display									P	P	P	P	P	P	L ⁴	L ⁴	L ²	L ²
Swap Meets													C	C	C	C		
Tavern, Bar, Private Club w/ Alcohol Sales													C	C			C	C

[illegible]

2. Drive-throughs in the MU, MU-TOD and B-RP zones are only permitted on the rear or side of a building. (See Sections 19.25.060(5) and 19.26.060(5))

P = PERMITTED C = CONDITIONAL L# = Permitted with Specific Limitation(s) (See Table 6-3)

COMMERCIAL AND RELATED SERVICES

	A	R-S	R-1-6	R-1-8	R-1-10	R-MH	R-2	R-M1	R-M2	R-H	C-TH	A-2	B-RP	P-B	CP-1	CP-2	CP-3	C-H	M-1	M-2	MU	MU TOU
Bakery, Wholesale															L ²	P	P	P	P	P	L ²	L ²
Bed & Breakfast	C	C					C	C	C	C				C				C			C	C
Building Materials Sales, Wholesale															L ²	L ¹		L ¹	P	P		
Cleaning, Laundry or Dyeing															L ¹	L ¹	L ¹	P	P	P	L ²	L ²
Dairy Processing or Ice Cream Plant																			C	P		
Dance Hall or Night Club																	C	C			C	C
Food Cart, Food Truck***	P	P	P	P	P								P		P	P	P	P	P	P	P	P
Hotel or Motel													C				C	C			C	C
Inpatient Medical Facility													P	P	P	P	P	P				L ⁵
Kiosk															P	P	P	P	P	P	P	P
Laboratory, Scientific or Research													P				P	P	P	P	P	P
Lumber Yard																C	C	C	P	P		
Medical/Dental Clinic													P	P	P	P	P	P			P	P
Milk Depot															P	P	P	P	P	P	C	C
Mixed Use Buildings																					p ²	p ²

2. Drive-throughs in the MU, MU-TOD and B-RP zones are only permitted on the rear or side of a building. (See Sections 19.25.060(5) and 19.26.060(5))

P = PERMITTED C = CONDITIONAL L# = Permitted with Specific Limitation(s) (See Table 6-3)

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

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

***Special requirements for businesses in these zones are available in 19.21.045

HISTORY

Ord. No. [17-21](#), Amended, 7/20/2017

Ord. No. [17-39](#), Amended, 12/7/2017

Ord. No. [18-08](#), Amended, 3/1/2018

Ord. No. [18-12](#), Amended, 5/3/2018

Ord. No. [18-23](#), Amended, 6/21/2018

Ord. No. [19-39](#), Amended, 11/7/2019

Ord. No. [19-37](#), Amended, 11/21/2019

Ord. No. 19-38, Amended, 11/21/2019

Ord. No. [20-38](#), Amended, 11/29/2020

TABLE 6-3
TABLE OF LAND USE LIMITATIONS

HISTORY

Ord. No. 20-38, Enacted, 11/19/2020

Ord. No. 21-23, Amended 9/16/2021

Ord. No. [23-02](#), Amended 1/5/2023

Ord. No. [24-10](#), Amended 5/2/2024

Ord. No. 25-01, Amended 2/6/2025

[Table of Land Use Regulations 6-1 6-2 UPDATED 9.18.25.pdf](#)

19.06.010 Uses Permitted By Right And Conditional Uses

1. In any zoning district, no land or structure shall be used, and no building shall hereafter be erected or structurally altered, unless it is:
 - a. one of the uses listed as permitted by right in that zoning district in [Table 6-1](#), or one or more of the uses listed as permitted in that zoning district in [Table 6-2](#); or
 - b. one or more of the conditional uses listed for that zoning district in [Tables 6-1 & 6-2](#), provided that a conditional use permit has been issued, according to the procedures specified in Chapter 19.14 of the Layton Municipal Code.
2. In the situation where a use is not specifically included in [Tables 6-1 & 6-2](#), such a use shall be subject to the regulations of the use (whether permitted by right or a conditional use) to which it is most related or similar, as determined by the Community and Economic Development Director. The Community and Economic Development Director may determine that such a use is either permitted by right, permitted as a conditional use, or not permitted in a particular zoning district. A written record of all such determinations shall be made and kept for consultation in future cases and for consideration as amendments to the Table of Land Use Regulations ([Tables 6-1 & Tables 6-2](#)).

3. Uses by right or conditional uses are principal uses subject to all Chapters of this Title which have an effect on all or specific zoning district regulations.

HISTORY

Ord. No. 97-19, Enacted, 4/17/1997

Ord. No. 97-35, Recodified, 6/19/1997

Ord. No. 04-69, Recodified, 12/16/2004

Ord. No. [17-21](#), Amended, 7/20/2017

Ord. No. [20-38](#), Amended, 11/19/2020

19.06.020 Principal And Accessory Uses

1. The uses listed in [Tables 6-1 & 6-2](#), as permitted by right and conditional uses in the various zoning districts are principal uses except when noted as being accessory.
2. Except as otherwise provided, an accessory use, building, or structure is permitted to accompany the principal use to which it is subordinate, where such principal use is either permitted by right or authorized by a conditional use permit.
3. Building permits shall be required for all accessory structures. No fee will be assessed for accessory structures 200 square feet or less. Certificates of occupancy may not be issued to accessory buildings except as a part of the certificate of occupancy for the principal use.
4. A structure or use may be erected or established as an accessory structure or use to a permitted principal structure or use, provided that it is:
 - a. Clearly incidental and customary to, and commonly associated with the operation of the principal use;
 - b. Operated and maintained under the same ownership or by lessors or concessionaires thereof and on the same lot as the principal use;
 - c. Does not include structures or structural features inconsistent with the use by right;
 - d. Compatible in character and extent with the principal use and zoning district where located;
 - e. Not erected or established prior to the establishment or construction of the principal use or building; and
 - f. Is not prohibited by other Layton City Code provisions.
5. **Location of attached accessory structures.** Any portion of a main building or appendage thereof or any such building constructed as an architectural and integral part thereof which is designed, constructed, or used for accessory use purposes shall be located as required for any other part of the main building.
6. **Location and criteria for detached accessory structures and buildings.** In residential zoning districts, all accessory buildings or structures shall be located in either the rear or side yards, unless incorporated into the principal use building or structure as an architectural and integral part thereof. Corner lots may have an accessory structure located within five feet of the corner side yard property line nearest to the street when:
 - a. it is not more than 14' in height to peak of roof; and
 - b. the yard is walled or fenced to a minimum height of six feet. The wall or fence is sight-obscuring and extends three feet in length beyond the accessory structure and runs parallel to the adjacent street(s); and

- c. the accessory structure is not adjacent to the front yard of the adjoining property; and
 - d. the accessory structure is placed behind the rear foundation line of the principle structure; and
 - e. the accessory structure is in compliance with clear view requirements; and
 - f. accessory structures with a garage door facing and running parallel with the adjacent street must comply with the corner side yard setbacks of the specific zone.
- In commercial and manufacturing zoning districts, accessory buildings may be located as outlined in [Table 5-2](#). Specific setback regulations for all zoning districts are found in [Tables 5-1 and 5-2](#).

HISTORY

Ord. No. 97-19, Enacted, 4/17/1997

Ord. No. 97-35, Recodified, 6/19/1997

Ord. No. 04-69, Recodified, 12/16/2004

Ord. No. [17-09](#), Amended, 4/27/2017

Ord. No. [23-02](#), Amended 1/5/2023

Ord. No. [24-02](#), Amended 2/1/2024

Ord. No. [24-10](#), Amended 5/2/2024

Ongoing ordinance history can be viewed by clicking the gavel in the top right corner.

19.06.030 Home Occupation

A Home Occupation is a small-scale occupation, service, profession, or enterprise that operates as an accessory, or secondary use to the primary residential use, most typically involving a member of a single household. Home Occupation types and the scope and scale of operations may vary based on housing type and neighborhood context in single family residential neighborhoods. For home occupations in C-TH, MU, and MU-TOD zones, refer to Chapter 19.24 - Condominium/Townhouse (C-TH) Zoning District, 19.25 - Mixed-Use (MU) Zoning District, and 19.26 - Mixed Use/Transit Oriented Development (MU-TOD) Zoning District.

The purpose of this section is to:

1. Provide an opportunity for home occupations as an accessory use, when they are compatible with the neighborhoods and land use context in which they are located;
2. Protect the City's single family residential neighborhoods from the adverse effects sometimes associated with business uses. Such impacts include noise, traffic, fire hazards, and other characteristics typical to businesses that may cause significant impacts on a neighborhood;
3. Guide more intensive business activities which are not compatible with single family residential neighborhoods to appropriate mixed-use areas, or to commercial and industrial/manufacturing zones.

HISTORY

Ord. No. 97-19, Enacted, 4/17/1997

Ord. No. 97-35, Recodified, 6/19/1997

Ord. No. 04-69, Recodified, 12/16/2004

Ord. No. [17-13](#), Amended, 6/15/2017

Ord. No. [20-39](#), Amended, 12/3/2020

19.06.030.1 Home Occupation License

All owners operating a home occupation shall apply for and obtain a Layton City Business License prior to operating a business, and shall renew annually.

HISTORY

Ord. No. [20-39](#), Enacted, 12/3/2020

19.06.030.2 Classification Of Home Occupation License

All home occupations shall be classified as either a Low-Impact or High-Impact home occupation. Regardless of the classification, all home occupations shall adhere to the standards and qualifications set forth in this section.

1. Low-Impact Home Occupation. A Low-Impact home occupation may allow for employment of household members and no more than one additional non-household employee working from the home.
2. High-Impact Home Occupation. The following home occupations, which either require a client to come to the home or which may result in neighborhood impacts if not properly managed, may be authorized as an accessory use through a high impact home occupation permit pursuant to the standards specified in this section:
 - a. A home occupation business which employs no more than two non-household employees working from the home, in addition to household members.
 - b. Barbers, cosmetologists, manicurists.
 - c. Consultant services where clients come to the home.
 - d. Contractor, "handyperson", and landscape or yard maintenance contractor; subject to the special conditions that no construction materials or equipment will be stored on the premises.
 - e. In-person counseling.
 - f. Home instruction including musical instruments, voice, dance, acting and educational subjects, swimming, tennis and other athletic instruction.
 - g. Other similar personal or professional services where the client comes to the home.
3. High-Impact Home Occupation Permit: Applications for a high-impact home occupation permit shall be reviewed based on all of the following information and review process required for a home occupation business license:
 - a. Neighboring Property Owner Information: Names and addresses of all abutting and adjacent property owners, including property owners across the street(s).
 - b. Leased Property: Approval of the property management or property owner shall be required if the business is conducted on a leased property.
 - c. Notice To Neighboring Property Owners: Signatures of approval of all abutting and adjacent property owners on a form provided by the Community and Economic Development Department.
 - d. If all of the required signatures cannot be obtained, the applicant may request the application be referred to the Planning Commission to be considered as a conditional use permit at a public meeting.

- e. If all of the required signatures are obtained, the Community and Economic Development Director or designee will review the application based on the standards of the City Code and will approve, approve with conditions, or deny the application.
- f. If the business license application is reviewed as a conditional use permit application, the Planning Commission shall approve upon finding that City requirements are met, and that public input has been considered to identify any additional conditions as outlined in item 5 below.
4. Notification of Decision: A notice of determination shall be sent to the applicant within 10 working days of the Community and Economic Development Director's decision. The notice can be sent digitally, electronically, and/or by mailed letter.
5. Uses classified as High-Impact home occupations must comply with the standards of this chapter, which shall be considered minimum standards. The Zoning Administrator or Planning Commission may require additional conditions to mitigate impacts of the use on adjacent properties. These conditions may include, but are not limited to:
 - a. Limits on hours of operation;
 - b. Limits on numbers of clients/visitors per day/hour;
 - c. Provision of adequate off-street parking;
 - d. Other conditions related to mitigating adverse impacts resulting from the use.

HISTORY

Ord. No. [20-39](#), Enacted, 12/3/2020

19.06.030.3 General Home Occupation Standards

Home occupation businesses shall comply with the following standards:

1. Accessory Use.
 - a. The home occupation shall be clearly secondary and incidental to the primary use of the dwelling unit (home), and shall not change the character of the dwelling unit (home) or the neighborhood in which it is located.
 - b. Only one home occupation shall be allowed per residential dwelling unit, except for the following:
 - i. A primary residential use, and legally permitted accessory residential dwelling unit (ADU) associated with the same primary residential use may both qualify to conduct a home occupation business by meeting the requirements of this Chapter.
 - ii. An additional low impact home occupation may be approved if the combined impacts of the businesses do not exceed the requirements of this section.
2. Use Limitations. All home occupations shall be subject to the following:
 - a. A home occupation shall not be associated with any noise, dust, odors, noxious fumes, glares, or other nuisances, which are discernable beyond the premises, as regulated in Title 9 of the Layton Municipal Code.
 - b. Hours of operation for deliveries, clients, and operation of mechanical or electrical equipment is limited to 7:00 a.m. to 8:00 p.m.
 - c. Home occupations shall be conducted in such a manner that the average neighbor, under normal circumstances, would not be aware of its existence as listed below.

- i. Storage, display and sale of any stock-in-trade items shall be limited to incidental visitor/customer purchases associated with by-appointment only consultations and shall not be openly displayed to be visible from the street.
- ii. No internal or external alterations inconsistent with the residential use of a primary or accessory building are allowed. There shall be no visible evidence on the exterior of the premises that the property is used in any way other than for a residential dwelling and allowed accessory uses.
- iii. The following uses by the nature of the investment or operation have a pronounced tendency, once started, to rapidly increase beyond limits permitted for home occupations and thereby impair the use and value of a residentially zoned area for residence purposes. Therefore, the uses specified below shall not be permitted as home occupations regardless of their conformance with the other standards of this section:
 - 1. Surgical procedures associated with allowed medical offices.
 - 2. Machine shop.
 - 3. Major appliance and electronics repair (washers, dryers, refrigerators, large screen televisions etc.).
 - 4. On-site carpentry work including cabinet making or other similar uses which generate noise, dust or fumes.
 - 5. Permanent yard sales.
 - 6. Tattooing/body art.
 - 7. On-site trailer, boat, RV, UTV/ATV repair.
 - 8. Upholstering.
 - 9. Vehicle or auto body repair, painting of vehicles.
 - 10. Welding.
 - 11. Vehicle sales.
- iv. The listing of specific prohibited businesses in this section shall not be construed to allow or permit a home occupation business which otherwise violates this chapter.
- v. No more than 25% of the total main or upper floor area, or, in the alternative, no more than 50% of the total floor area of a basement, may be used to conduct a home occupation.
 - 1. Up to 300 s.f. of interior accessory structure space and up to 150 s.f. of attached garage space may be used for a home occupation. The home occupation shall not replace interior structure area used for required parking.
 - 2. Exception. Home daycare and pre-schools shall meet all State, County, and City requirements for the number of children allowed. If there are any conflicts with any regulations the more restrictive shall apply.
- d. The home occupation shall not carry on activities outside of a primary residential or accessory unit structure.
 - i. Exception. Home daycare, pre-schools and group instruction may utilize outdoor yard spaces such as private swimming pools, tennis courts, or other similar areas for instruction and play areas. Such outdoor yard spaces shall be fenced in accordance with Code.

- e. The home occupation may employ any number of nonresident employees off-site. Nonresident employees shall not meet, congregate or park vehicles at the home or the general vicinity. Remote employees may work in other separate commercial business or home occupation locations, and shall not visit the dwelling unit (home) for any business purpose.
- f. A home occupation license may be issued to operate as an extension of a licensed business in another area (or community) by the owner or an employee, with a separate business license also required for the associated home occupation.
- g. Appointments shall be scheduled to limit overlap of business service between separate appointments.
- 3. Machinery. Machinery that causes noise, electrical interference with radio or television reception, vibration, glare, fumes, odors and dust detectable at the property line is prohibited.
- 4. Outdoor Yard Space. The home occupation shall not involve the use of any outdoor yard space for storage or display of materials/supplies, inventory, inoperable vehicles or equipment, unless specifically stored within an enclosed vehicle, enclosed trailer or enclosed accessory structure allowed herein.
- 5. No home occupation shall use flammable material, explosives or other dangerous materials unless licensed through a state or federal agency and approved by the Layton City Fire Department;
 - a. No home occupation located within a multi-family dwelling unit or townhome may use flammable material, explosives or other dangerous materials to operate.
- 6. The occupation shall include no window displays and signage shall be limited to an identification sign which does not exceed four square feet, located on a single wall or window.
- 7. Commercial Vehicle(s) and Trailer(s). Commercial vehicle(s) and trailer(s) stored at each residential property with a home occupation(s) shall be limited to the following types and quantities:
 - a. No more than two vehicles with a maximum gross vehicle weight rating (GVWR) of 10,000 pounds; or
 - b. One vehicle with a maximum gross vehicle weight rating of 14,000 pounds; and
 - c. One trailer with a maximum length of 20' excluding the tongue. An open trailer shall not be used to store business or personal materials/equipment.
- d. Materials/equipment shall not be stored outside unless located entirely within an enclosed vehicle and/or trailer.
- e. The trailer and vehicle(s) shall be well-maintained and licensed, and shall not present negative impacts for adjacent neighbors including, but not limited to, odors, dust, junk or debris, or parking location.
- f. A site plan shall be included with a home occupation business license application indicating where the commercial vehicle and/or trailer will be stored.
- g. Commercial vehicle and trailer parking shall meet the same standard required for recreational vehicles as provided in 19.12.190.
- h. Vehicles, trailers, or equipment shall not be used for the primary purpose of advertising the home occupation at the site of the home occupation.
- 8. Conformity With Safety Codes. There shall be complete conformity with fire, building, plumbing, electrical, and all other applicable City, County, State, and Federal codes.
- 9. Health And Safety. No business operation shall be permitted that is hazardous to public health, safety, morals, or welfare.
- 10. No Excessive Services. The home occupation shall not cause an increased demand for municipal or community public safety, waste, water or utility services that are substantially in excess of those usually and customarily provided for residential uses.

11. Neighborhood Disruptions Not Permitted. The home occupation shall not interfere or disrupt the peace, quiet, and domestic tranquility of the neighborhood. The home occupation shall not create or be associated with or produce odor, smoke, dust, heat, fumes, light, glare, noises or vibrations, excessive traffic, or other nuisances including interferences with radio and television reception or any other adverse effects within the neighborhood.
12. Appeal. The decision of the Zoning Administrator or Planning Commission related to a home occupation may be appealed to the Hearing Officer. Such appeal shall be applied for within 30 days of the decision. If the Hearing Officer approves the application, the Zoning Administrator shall issue a home occupation permit. The Zoning Administrator may revoke the home occupation permit for violation of any provision of this Code. Inspections may be performed without notice to ensure compliance to this ordinance.
13. Delivery Vehicles. The receipt or delivery of merchandise, goods, or supplies for use in a home occupation shall be limited to standard delivery vehicles that would normally be expected in a residential neighborhood for delivery of materials to or from the premises.

HISTORY

Ord. No. [20-39](#), Enacted, 12/3/2020

Ord. No. [23-02](#), Amended 1/5/2023

19.06.040 Preschool, Home

An educational facility operated on a residential premises with the following requirements:

1. Regularly providing an educational program for not more than 12 children at any one time (including the operator's natural, adopted, or foster children under six years of age);
2. Children are to be under six years of age;
3. Classes shall not be conducted for more than four hours a day;
4. Classes shall be operated between the hours of 8:00 a.m. and 6:00 p.m.;
5. Instructors shall show evidence of knowledge in the field that they will be teaching;
6. Instructors shall be licensed by the State of Utah if applicable;
7. The facility shall provide at least 35 square feet of interior floor area and at least 100 square feet of outdoor play area for each child;
8. Such use shall be defined a home occupation for purposes of this Title and be in compliance with all City codes; and
9. Instructors shall specify the type of curriculum that will be taught.

HISTORY

Ord. No. 97-19, Enacted, 4/17/1997

Ord. No. 97-35, Recodified, 6/19/1997

Ord. No. 04-69, Recodified, 12/16/2004

19.06.045 Home Day Care Regulations

Any day care operation conducted on property where the primary use is a residence shall be appropriately licensed by the State of Utah and Layton City and shall comply with the following standards:

1. The day care operation shall comply with all provisions of a home occupation except that a day care shall be exempt from the limitation on the use of space in and outside the home.
2. A single provider home day care shall be limited to not more than eight children including the provider's own children under the age of six. No more than two of the children may be under the age of two.
3. A two provider home day care shall be limited to not more than 12 children including the provider's own children under the age of six. No more than three of the children may be under the age of two. Both providers shall be residents of the home in which the home day care is being conducted.
4. There shall be a minimum of 35 square feet of interior space provided for each person within the area being used for home day care. Such space shall be exclusive of any storage, restroom, or hall spaces. A floor plan indicating what area of the home will be utilized for day care shall be submitted with each application. The floor plan shall be reviewed and approved by the City staff prior to operation of the home day care.
5. There shall be a minimum of 100 square feet of yard space provided for each child kept within the day care. Said space shall be secured by fencing or other acceptable means. Any area or use within the yard area determined to be a hazard to children shall be secured from access and shall not be counted in the open space for the home day care. A site plan of the yard space being used for home day care shall be reviewed and approved by the City staff.
6. The area(s) used for the home day care shall have two separate means of egress arranged so that if one is blocked, the other will be available.
7. Exit doors other than the main exit may be 32" wide. Main exits shall be 36" wide.
8. When the area being used for home day care is located in the basement or on the second floor, one of the exits must discharge directly to the outside.
9. No home day care shall be operated above the second floor of a residential structure.
10. Rooms used for sleeping shall have at least one window and door approved for emergency escape.
11. Closet door latches shall be such that children can open the door from the inside of the closet.
12. Bathroom door locks shall be readily openable by the provider(s) from the outside.
13. Smoke detectors shall be installed according to the latest edition of the adopted building code.
14. Electrical outlets shall be protected or capped with safety devices.
15. Toxic, hazardous, flammable materials, medicines, firearms, or other potentially hazardous materials shall be locked in a protected area.
16. Fireplaces, wood burning stoves, or open face heaters shall be inaccessible to children when in use. Portable space heaters are not permitted when children are on the premises.
17. Each home day care shall have a written emergency and/or disaster plan which covers natural disasters, power failures etc., which may pose a health hazard to the children. Evidence that an emergency drill has been conducted at least on a quarterly basis shall be provided to the Layton City Fire Department at the time of the yearly inspection.
18. The area devoted to day care shall be provided with at least one (1) fire extinguisher.

HISTORY

Ord. No. 97-35, Recodified, 6/19/1997
 Ord. No. 99-14, Enacted, 3/18/1999
 Ord. No. 04-69, Recodified, 12/16/2004

19.06.050 Residential Facility For Elderly Persons

A residential facility for elderly persons is a dwelling unit that offers living quarters to a limited number of non-related elderly persons. Residential facilities for elderly persons shall be allowed as a permitted use in multi-family zoning districts and a conditional use in single family zoning districts. A residential facility for elderly persons may not operate as a business. A residential facility for elderly persons may not be considered a business because a fee is charged for food or for actual and necessary costs of operation and maintenance of the facility. Residential facilities for elderly persons shall comply with the following requirements:

1. Shall be owned by one of the residents or by an immediate family member of one of the residents or be a facility for which the title has been placed in trust for a resident;
2. Shall be consistent with existing zoning of the desired location;
3. Shall be occupied on a 24 hour per day basis by eight or fewer elderly persons in a family type arrangement;
4. Shall meet all applicable building, safety, zoning, and health ordinances applicable to similar dwellings;
5. Shall provide adequate off-street parking space as per Section 19.12.050;
6. Shall be capable of use as a residential facility for elderly persons without structural or landscaping alterations that would change the structure's residential character;
7. No residential facility for elderly persons be established within three-quarters mile of another residential facility for elderly persons or residential facility for persons with a disability, as defined by Section 10-9-605 of the Utah Code;
8. No person being treated for alcoholism or drug abuse be placed in a residential facility for elderly persons; and
9. Placement in a residential facility for elderly persons shall be on a strictly voluntary basis and not a part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional facility.
10. The use granted and permitted by this Section is non-transferable and terminates if the structure is devoted to a use other than a residential facility for elderly persons or if the structure fails to comply with the ordinances adopted under this part.
11. Discrimination against elderly persons and facilities for elderly persons and persons with disabilities is prohibited.

HISTORY

Ord. No. 97-19, Enacted, 4/17/1997
 Ord. No. 97-35, Recodified, 6/19/1997
 Ord. No. 99-26, Amended, 5/20/1999
 Ord. No. 04-69, Recodified, 12/16/2004

19.06.060 Residential Facility For Persons With A Disability

A residential facility for persons with a disability (as defined in the Utah Code) means a residence in which more than three persons with a disability reside. Residential facilities for persons with a disability must conform to the following:

1. All applicable standards and requirements of the Department of Human Services under Utah Code Title 62A Chapter 2, Licensure of Programs and Facilities; and
2. Meets all municipal building, safety, and health ordinances applicable to similar dwellings and complies with Utah Code Title 57, Chapter 21, Utah Fair Housing Act, and the Federal Fair Housing Amendments Act of 1988, 42 U.S.C. Sec. 3601 et. seq.; and
3. Residents of the facility shall be properly supervised on a 24 hour basis; and
4. Provides adequate off-street parking to accommodate the number of vehicles anticipated for the use; and
5. Is capable of use as a residential facility for persons with a disability without structural or landscaping alterations that would change the structure's residential character; and
6. Not allow a person being treated for alcoholism or drug abuse be placed in a residential facility for persons with a disability; and
7. Not allow a person with a documented history of violence to be placed in a residential facility for persons with a disability; and
8. Require that placement in a residential facility for persons with a disability be on a strictly voluntary basis and not a part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional facility; and
9. Obtain appropriate business license to facilitate inspections for compliance with the building, safety, and health regulations that are applicable to similar structures; and
10. The responsibility to license programs or entities which operate facilities for persons with a disability, as well as to require and monitor the provision of adequate services to persons residing in those facilities, shall rest with the Department of Human Services as provided in Utah Code Section 62A-2-114 and Title 62A, Chapter 5, Services to People with Disabilities; and
11. Limit the occupancy of a "Residential Facility for Persons with a Disability – Small" to a maximum of two (2) persons with a disability per bedroom.

HISTORY

Ord. No. 97-19, Enacted, 4/17/1997
 Ord. No. 97-35, Recodified, 6/19/1997
 Ord. No. 99-27, Amended, 6/17/1999
 Ord. No. 04-69, Recodified, 12/16/2004
 Ord. No. 11-23, Amended, 9/15/2011

19.06.070 Repealed.

HISTORY

Ord. No. 97-19, Enacted, 4/17/1997
 Ord. No. 97-35, Recodified, 6/19/1997
 Ord. No. 00-36, Amended, 8/17/2000

Ord. No. 04-69, Recodified, 12/16/2004

Ord. No. [17-13](#), Amended, 6/15/2017

Ord. No. [23-08](#), Repealed 5/18/2023

19.06.080 Farm Animals

1. Animals normally associated with being kept outdoors and/or normally associated with agricultural areas such as horses, cows, goats, sheep, pigs, rabbits, chickens, ducks, geese, or other farm animals, shall be identified as farm animals and shall not be allowed as household pets.
 - a. Except as otherwise provided herein, farm animals shall only be allowed in the A (agricultural) and R-S (residential suburban) zoning districts. The number and type of animals and fowl allowed in these zoning districts shall be limited as follows:

Animal	Minimum Lot/Parcel Size in Square Feet	Lot Area/Parcel Size in Square Feet Required for Every 1 Animal	Zones
Horse or Cow	20,000	20,000	A, R-S
Sheep, Goat or Pig/Swine	20,000	10,000	A, R-S
Geese	20,000	2,000	A, R-S
Pheasant, Rabbit, or Pigeon	20,000	800	A, R-S

- b. Animals and fowl not specifically listed may be substituted for those listed of similar size.
 - c. Combinations of animals and fowl are also allowed within the numbers listed for each category.
 - d. An increase in this density is allowed only by a conditional use permit for a farm industry as set forth in this Title.
2. Residential Chicken and Duck Permit Requirements. The purpose of this section is to provide regulations for the keeping of chickens and/or ducks in residential zoning districts. For the purpose of this Subsection, the term "chicken" refers only to the female, or hen, of the species. Chickens and/or ducks in residential zoning districts may be kept in a way which will ensure the continued health and welfare of Layton residents and maintaining the residential character of Layton City neighborhoods while permitting a more sustainable way of living. Any resident with the intent of keeping chickens and/or ducks within a single-family zoned lot or parcel shall comply with the following provisions:
 - a. permitted number of chickens and/or ducks based on lot size:

Animals	Minimum Lot Area/ Parcel Size in Square Feet	Lot Area/Parcel Size in Square Feet Required for Every One (1) Animal	Zones
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Chickens, Ducks (Permit Required)	8,000	1,600	R-1-6, R-1-8, R-1-10, R-S
	14,000	1,400	R-1-6, R-1-8, R-1-10, R-S
	20,000	1,200	R-1-6, R-1-8, R-1-10, R-S
Chicken, Ducks	43,560	1,000	R-S, A

Footnote: All other fowl associated with being kept outdoors are prohibited in R-1-6, R-1-8, and R-1-10 zones. Fowl that require a permit cannot be substituted for any other animal or fowl.

- b. combination of fowl: a combination of chickens and ducks are allowed within the numbers listed for each category.
 - c. Computation. When the computation of permitted animals results in a fraction, any fraction below 1/2 shall be disregarded, and fractions including 1/2 and over shall be permitted one additional animal.
 - d. chickens and duck permit requirements:
 - i. a City permit is required for the keeping of chickens and/or ducks in the R-1-6, R-1-8, R-1-10, and R-S zoning districts. A permit shall not be required for properties zones R-S that have one acre or more.
 - ii. a one-time permit shall apply. The permit fee shall be in accordance with the City's latest [Consolidated Fee Schedule](#).
 - iii. the permit application shall include a plot plan that shows the location, setbacks, size, and height of the coop, pen, cage, and/or similar structure.
 - e. requirements for coop, pen, cage, or similar structure and including run:
 - i. shall not be taller than seven feet at the highest point of roof;
 - ii. shall be restricted to the rear or backyard of a residential use;
 - iii. properties with less than 20,000 square feet shall have a pen/run maximum on 120 square feet and shall be located not less than five feet from all property lines;
 - iv. properties with over 20,000 square feet that may have a pen/run larger than 120 square feet provided the pen/run is located not less than ten feet from all property lines;
 - v. all animals must be kept in an area enclosed by a fence sufficient to prohibit escape; this is in addition to the coop, pen, cage, or other similar structure;
 - vi. all pens, coops, and cages shall be kept clean and free from objectionable odor and waste. Waste and debris must be kept from becoming offensive or a health hazard.
 - f. roosters are not permitted in R-1-6, R-1-8, R-1-10, and R-S zoning districts.
 - g. no slaughter is allowed.
 - i. A permit may be revoked upon the conviction of the permit holder of a violation of this section.
3. Ownership and Maintenance of Apiaries (Honeybee, Apis Mellifera). The purpose of this Section is to provide regulations for the keeping of apiaries in residential zones:
 - a. each beekeeper must register and maintain an active license with the Utah Department of [Agriculture](#) and Food;

- b. a suitable source of water must be available to the colony(s) continuously between March 1 and October 31 of each year. The water shall be in a location that minimizes any nuisance created by bees seeking water on neighboring property;
 - c. hive(s) shall be restricted to the rear or backyard of a residential use;
 - d. hive(s) shall be placed on a property in a location that directs the general flight pattern of bees in a direction that will deter bee contact with humans and domesticated animals;
 - e. a person shall not locate nor allow a hive on a property owned or occupied by another person without first obtaining written permission from the owner or occupant;
 - f. each beekeeper shall ensure that bee comb and all beekeeping equipment are not abandoned on the site. All such equipment shall promptly be stored within a building or other bee-proof enclosures or disposed of in a sealed container;
 - g. it is the beekeeper's responsibility to make attempts to prevent swarming;
 - h. notwithstanding compliance with the various requirements for owning and maintaining apiaries, it shall be unlawful for any person to maintain an apiary or to keep any colony on any property in a manner that threatens public health or safety, or creates a nuisance. Bees and associated beehives may be ordered removed from any property if they are determined to be a nuisance.
4. Hives located in R-1-10, R-1-8, R-1-6, R-S, or A zoning districts on one acre or less shall adhere to the following setbacks and criteria:
- a. hives shall be set back a minimum of five feet from any property line and public right-of-way;
 - b. hives shall be a minimum of six inches above the average grade with the total height not to exceed six feet;
 - c. a flyway barrier is required when any aspect of a hive is located within 25' of any property line or public right-of-way. Flyway barrier(s) must be six feet in height, adjacent to the hive(s) and extend a minimum of ten feet in length beyond the hive;
 - d. the number of hives permitted is based on the residential lot size in Table 1.

TABLE 1

Lot Size	Permitted Number Of Hives
0 - 10,890 sq. ft	Up to 3 Hives
10,891 - 21,780 sq. ft.	Up to 5 Hives
21,781 - 32,670 sq. ft.	Up to 6 Hives
32,671 - 43,560 sq. ft.	Up to 8 Hives

5. Hives located in A and R-S zoning districts on lots larger than one acre shall adhere to the following setbacks and criteria:
- a. hives shall be set back a minimum of ten feet from any property line and public right-of-way;
 - b. hives shall be set back a minimum of 50' from any primary residential structure on any adjacent lot;
 - c. hive(s) shall be placed on the property in a manner that the general flight pattern of bees is in a direction that will deter bee contact with humans and domesticated animals;

- d. hives must be a minimum of six inches above the ground;
- e. the keeping of apiaries for commercial purposes is permitted within A and R-S zoning districts on lots larger than one acre;
- f. a flyway barrier is required when any aspect of a hive is located within 25' of any property line or public right-of-way. Flyway barrier(s) must be six feet in height, adjacent to the hive(s) and extend a minimum of ten feet in length beyond the hive;
- g. the number of hives permitted in A and R-S zoning districts is based on lot size as shown in Table 2.

TABLE 2

Lot Size	Permitted Number Of Hives
43,561 sq. ft. or larger	No Limit

HISTORY

Ord. No. 97-19, Enacted, 4/17/1997
 Ord. No. 97-35, Recodified, 6/19/1997
 Ord. No. 04-69, Recodified, 12/16/2004
 Ord. No. 10-02, Amended, 2/18/2010
 Ord. No. 12-26, Amended, 9/20/2012
 Ord. No. 15-17, Amended, 9/17/2015
 Ord. No. [20-14](#), Amended, 6/4/2020
 Ord. No. [23-08](#), Amended 5/18/2023

19.06.090 Temporary Permitted Uses

Upon written application showing proof of need, the Community and Economic Development Director or designated person may issue a building permit and temporary certificate of occupancy for the use of land by temporary buildings under the conditions noted in Subsections (1), (2), and (3) below. Temporary - mobile construction offices may be allowed in any zoning district as uses by right provided that the temporary certificate of occupancy shall be valid for a period of six months, subject to renewal for not more than three successive six month periods. Renewals may be granted only if construction is pursued with due diligence and completion of the project has been delayed by means not under the control of the developer/builder. Mobile construction offices as noted in Subsection (2) below, may include non-commercial concrete or asphalt batching plants and building materials/equipment storage areas which are both incidental and necessary for the construction of the immediate project, and are to be used only thereon.

1. **Mobile construction offices.** Mobile construction offices may be allowed in R-H, RM-1, R-2, R-1-6, R-1-8, R-1-10, R-S, and A zoning districts with the following requirements:
 - a. In single family zoning districts a permit for a mobile construction office may be issued only after the permit for the model home has been issued;
 - b. The mobile construction office will comply with the clear view requirements set forth in Section 19.16.080;

- c. Mobile construction offices must comply with the setbacks for the individual zoning district in which it is located;
 - d. The mobile construction office will provide off-street parking for all employees that will work in the office; and
 - e. Mobile construction offices must be removed within 14 days of occupancy of the permanent building.
2. **Mobile construction offices.** in commercial and industrial zoning districts may be allowed with the following requirements:
- a. A maximum of three mobile construction offices will be allowed per site where a construction permit has been issued;
 - b. Mobile construction offices must be located out of all clear view areas as set forth in Section 19.16.080;
 - c. Mobile construction offices will comply with setbacks for the individual zoning district in which it is located;
 - d. Mobile construction offices must supply off-street parking for all employees; and
 - e. Mobile construction offices must be removed within 14 days of occupancy of the permanent building.
3. **Model homes.** Model homes may be allowed as a permitted use in the R-MH, RH, R-M1, R-2, R-1-6, R-1-8, R-1-10, R-S, and A zoning districts for the marketing of lots or structures in the subdivision in which they are located, with the following criteria:
- a. The model home approval expires when the subdivision is more than 80% developed or has been occupied as a model home for three years whichever comes first;
 - b. A minimum of three off-street parking spaces are provided;
 - c. An exterior lighting plan is provided indicating the location, direction, and timing of all lighting on the site;
 - d. A signage plan is provided indicating the size and location of all signs consistent with Chapter 20.05 of this Code;
 - e. The model home may only operate daily between the hours of 10:00 a.m. and 7:00 p.m.; and
 - f. A model home shall not be used as a general real estate office or construction management office for off-site developments.
4. **Garage, Yard sale:** Any sale of personal belongings in residential zoning districts must be sold by a resident of the property. Garage Yard sales are not to occur more than four days annually.

HISTORY

Ord. No. 97-19, Enacted, 4/17/1997
 Ord. No. 04-69, Recodified, 12/16/2004
 Ord. No. 97-35, Recodified, 6/19/1997
 Ord. No. 11-09, Amended, 3/17/2011

19.06.100 Prohibition Of Undesirable Emissions

Every use shall be so operated that it does not emit an excessive or dangerous degree of fumes, dust, smoke, or other form of air pollution, and heat, glare, or radiation beyond any lot on which the use is located. No use shall generate vibration which is perceptible without the use of instruments at any lot line. Sound shall not be generated to the extent that it is transmitted beyond the lot boundaries to an objectionable degree and offensive to the peace.

1. Exterior lighting installed in commercial, industrial, and institutional uses that are adjacent to residential areas, shall submit plans and specifications for approval by the City which meet the following standards:
 - a. Any light fixture located within 35' of a residential boundary shall not exceed a height of 20';
 - b. Light fixtures located more than 35' from a residential boundary shall not exceed the maximum height permitted for main structures in the zoning district, or 35', whichever is less;
 - c. Light standards shall be spaced at a distance of at least four times the height of the standard;
 - d. Shielding of light fixtures shall be provided such that the light source shall not be visible at a height greater than five feet above ground level at any residential property line. Shielding shall also be provided such that any lighting will not create a hazard to any driver on an adjacent public street;
 - e. Uplighting (lights at or near ground level used to highlight architecture, landscaping, or signs) or spotlighting shall be focused to the interior of the commercial/industrial site, or at an angle into the air such that no beam of light shall enter onto residential property or into a street so as to create a hazard to any driver;
 - f. A site plan showing the lighting pattern of each light, whether mounted on a standard, on the ground, or any structure, shall be submitted to the Community and Economic Development Department for approval; and
 - g. Recreational facilities and community uses requiring lighting may be exempted from the above requirements; however, all such lighting shall be approved as a conditional use.
2. Exterior electronic two-way conversation systems at any commercial/industrial location shall be allowed so long as the volume of such systems shall be such maintained at a level that any message or conversation is not intelligible beyond the property line at any time.
3. Exterior paging or public address systems, including telephone and music connections, shall not be allowed at any commercial or industrial location. Existing public address systems may remain as they have been installed but shall not be expanded. Exterior public address systems at any institutional, park, or community use shall specifically be considered in the conditional use approval. Temporary public address systems for public celebrations or rallies shall be exempt from these regulations.
4. All electrical and mechanical systems installed at any commercial/industrial location that is adjacent to a residentially zoned area shall provide a buffer such that the equipment cannot be seen or heard above the average noise levels in the area from the residential property.
5. All service areas including loading/unloading and garbage or recycled materials pick up shall be located, buffered and operated such that adjacent residential areas will not be disturbed by the use thereof.

HISTORY

Ord. No. 97-19, Enacted, 4/17/1997
 Ord. No. 97-35, Recodified, 6/19/1997
 Ord. No. 01-36, Amended, 8/2/2001

Ord. No. 04-69, Recodified, 12/16/2004

19.06.110 Outdoor Storage

In addition to requirements found elsewhere in the Layton Municipal Code and laws of the State of Utah, all outdoor storage shall be done under the requirements of this Section.

1. No yard or other open space around an existing building, or which is hereafter provided around any building for the purpose of complying with the provisions of this Title, shall be used for the storage of junk, trash, building materials, debris, inoperable vehicles or commercial equipment, fuel, and no other land shall be used for such purposes except as specifically permitted herein.
2. All outdoor storage facilities, except for agricultural products, shall be enclosed by a fence or wall at least six feet in height and impervious to sight. No items may be stacked higher than the fence or wall of the enclosure unless expressly exempted elsewhere in this Title.
3. No materials or waste shall be deposited upon any property in such form or manner that they may be transferred off such property by natural causes or forces. All materials or wastes which might cause fumes or dust, or which constitute a fire hazard, or which may be edible by, or otherwise be attractive to rodents or insects may not be stored outdoors unless put in closed containers.
4. Open storage of hay or other agricultural products shall be located not less than 40' from a public street, and 50' from any dwelling on adjoining property; except, that any accessory building containing such products shall be located as required for all agricultural accessory buildings as provided for herein.
5. Outdoor storage in the M-2 and M-1 zoning districts may exceed the height of six feet when all surrounding properties have the same zone. If a railroad right-of-way is adjacent to the property, storage may exceed six feet upon Zoning Administrator approval. The following shall be the criteria by which the Zoning Administrator shall approve the storage:
 - a. There is adequate screening to prevent any residential zoning districts across the railroad right-of-way from viewing the storage.
 - b. The storage is screened to prevent a view of the storage from a commuter rail train. Screening can be accomplished by a change in grade, landscaping, or sight-obscuring fences and walls. The Zoning Administrator may impose any other features designed to mitigate the impact of the storage. In no case may storage exceed the height of 15'.
6. All automobile repair shops and reconditioning shops shall have all vehicles kept for repair for more than one day, stored in an area screened from the view of any adjacent property or street. Such screening shall be accomplished by placing said vehicles within an area surrounded by a solid, view obstructing fence or wall at least six feet in height. The Zoning Administrator may require higher fences or walls where deemed appropriate. The storage area may not be used as a junkyard. No items stored in the enclosed area may be stacked higher than the fence or wall of the enclosure. Such facilities shall also meet the parking lot requirements of Section 19.12.100 of this Title.
7. Vehicles, machinery, or equipment that stand above the height of six feet (6') do not need to be screened above six feet, except as required by the Planning Commission or elsewhere in this Title.
8. The storage of licensed, registered, and operable personal autos, recreational vehicles, and utility trailers is permitted in residential zoning districts and screening is not required. Storage of these vehicles shall be subject to other requirements of this Code.

HISTORY

Ord. No. 97-19, Enacted, 4/17/1997

Ord. No. 97-35, Recodified, 6/19/1997

Ord. No. 01-39, Amended, 9/6/2001

Ord. No. 04-69, Recodified, 12/16/2004

Ord. No. [17-13](#), Amended, 6/15/2017

19.06.120 Swap Meets

All swap meets shall comply with the following criteria:

1. Restroom facilities shall be provided for both the sellers and the public;
2. The site of the swap meet shall be secured with fencing or other acceptable barriers to restrict ingress and egress to specific, regulated points of access; and
3. Parking for the sellers and the public shall be provided at a ratio of one and one half parking stalls per seller. The parking area shall be arranged so as not to intrude on the required parking stalls for other uses adjacent to the swap meet.

HISTORY

Ord. No. 97-19, Enacted, 4/17/1997

Ord. No. 97-35, Recodified, 6/19/1997

Ord. No. 04-69, Recodified, 12/16/2004

19.06.130 Self-Storage Facility Requirements

All self-storage facilities shall meet the following requirements:

1. **Location.**
 - a. Self-storage facilities shall be a permitted use in the M-1 (Light Manufacturing/Industrial) and M-2 (Heavy Manufacturing/Industrial) zoning districts only.
 - b. Self-storage facilities permitted after the adoption of this ordinance shall not be located within 600' of another existing or permitted self-storage facility. The distance shall be measured in a straight line between the nearest property boundary lines of the subject parcels.
 - c. Self-storage facilities located within the Accident Potential Zone (APZ) of Hill Air Force Base shall be exempt from the requirements of 19.06.130 (1.b.) and 19.06.130 (2.a.), (2.b), and (2.d.).
2. **Design Requirements.** The following design standards shall apply to self-storage facilities permitted after the adoption of this ordinance:
 - a. The minimum building height shall be three stories; and
 - b. The maximum building footprint shall be 33,000 square feet; and
 - c. At minimum, one main building entrance shall be provided at the ground floor level for customer access. The main building entrance shall front a primary street; and
 - d. When fronting a primary street, the ground floor level shall contain a minimum of 25% building transparency. Each floor level above the ground floor level shall contain a minimum of 40% building transparency; and

- e. Buildings shall be surfaced with at least two exterior material variations and two exterior color variations, with at least 25% of the second material and second color applied to building areas visible from public street(s); and
- f. Self-storage facilities adjacent to residential uses shall screen all loading bays, docks, storage unit doors, and similar from the view of adjacent residences and public streets; and
- g. Fences, walls, and entry gates shall be compatible with the overall design of the site and with the materials used on the building(s). Fences/walls shall be constructed of decorative block or vinyl. Chain-link, barbed, and razor wire fences are strictly prohibited. Entry gates shall be constructed of decorative metal or vinyl materials; and
- h. Twenty-four hour security or camera surveillance shall be provided to customer accessible building interiors and exterior site areas; and
- i. Self-storage units shall not be used for residential/living purposes, and shall not be used to operate as the primary use of a business; and
- j. Impervious surfacing (concrete, asphaltic concrete, or asphalt) shall be provided in all areas of established or anticipated traffic flows surrounding the building(s) and throughout the entire site, except where landscaping is required; and
- k. All areas not required to either be landscaped or surfaced with impervious surfacing shall be surfaced with a hard material such as roadbase or gravel, and maintained free of weeds and other debris; and
- l. All outdoor storage areas shall meet the parking lot requirements of 19.12.100 of Layton Municipal Code (LMC) and shall be enclosed by a fence or wall at least six feet in height and impervious to sight, adequate to conceal such facilities from adjacent property and the street. The Zoning Administrator may require additional fencing requirements if deemed necessary to ensure screening from adjacent property and the street. No junk may be stored within outdoor storage areas and no items may be stacked higher than the fence or wall of the enclosure.

HISTORY

Ord. No. 97-19, Enacted, 4/17/1997

Ord. No. 97-35, Recodified, 6/19/1997

Ord. No. 04-69, Recodified, 12/16/2004

Ord. No. [17-13](#), Amended, 6/15/2017

Ord. No. [18-12](#), Repealed and Reenacted, 5/3/2018

19.06.150 Outdoor Trash Receptacles

All commercial, industrial, institutional, multi-family, condominium or other development, or other similar enterprises are required to provide garbage collection. All trash receptacles that are stored outdoors shall be kept within an area enclosed by a fence or wall at least six feet in height and impervious to sight, adequate to conceal such facilities from adjacent property and the street. No items may be stacked higher than the fence or wall of the enclosure. Temporary containers for construction sites, containers located as part of City sponsored clean-up activities or celebrations, and those in public parks are exempt from these requirements.

HISTORY

Ord. No. 97-19, Enacted, 4/17/1997

Ord. No. 97-35, Recodified, 6/19/1997

Ord. No. 01-39, Amended, 9/6/2001

Ord. No. 04-69, Recodified, 12/16/2004

Ord. No. 06-08, Amended, 2/16/2006

19.06.160 Auto Wrecking

The presence on any lot or parcel of land of two or more motor vehicles, which parts have been or are to be removed for reuse or sale or when said vehicles are to be discarded or scraped, shall constitute prima-facie evidence of an automobile wrecking yard.

HISTORY

Ord. No. 97-19, Enacted, 4/17/1997

Ord. No. 97-35, Recodified, 6/19/1997

Ord. No. 04-69, Recodified, 12/16/2004

19.06.170 Commercial Uses In Manufacturing Zoning Districts

1. L⁴ use requirements:
 - a. No more than 40% of total interior building area shall be allowed to be occupied with uses listed in Table 6-2 as L⁴.
 - b. Land uses shall comply with applicable parking regulations outlined in LMC 19.12.
 - c. The following uses are exempted from the 40% interior building area limitation if the building is located within the M-2 zoning district and is entirely within 275 linear feet of the public right-of-way of an arterial roadway:
 - i. Athletic Center;
 - ii. Sports Facility/Complex; and
 - iii. Studio- Health, Exercise, Dance, Music, or Similar.

HISTORY

Ord. No. 03-49, Enacted 11/20/2003

Ord. No. 04-69, Recodified, 12/16/2004

Ord. No. [20-38](#), Amended, 11/19/2020

19.06.180 Reserved

HISTORY

Ord. No. 04-31, Enacted 4/1/2004

Ord. No. 04-69, Recodified, 12/16/2004

Ord. No. [17-13](#), Repealed, 6/15/2017

19.06.190 Charter Schools

1. A charter school shall be considered a permitted use in all zoning districts. Charter schools shall conform to the setback, height, bulk, and massing requirements within each zoning district except as outlined in Subsection 19.05.030(18) of this Title for institutional uses in A (agricultural) and R (residential) zoning districts.
2. Off-street parking requirements for a charter school shall be the same as the minimum requirements for schools or other institutional public uses in the City. Curb cut locations and traffic circulation as they relate to the pick-up and drop-off of students shall be provided off-street and designed to minimize traffic congestion on adjacent public streets.
3. Charter schools shall have the same separation requirements as schools from sexually oriented businesses and businesses that sell alcohol.

HISTORY

Ord. No. 05-14, Enacted 4/7/2005

19.06.200 Title Loan, Payday Loan, Deferred Deposit Lending And Similar Business

1. **General.**
 - a. Title loan, payday loan, deferred deposit lending, and similar businesses shall be located and maintained in accordance with the following standards and conditions:

Title loan, payday loan, deferred deposit lending, and similar businesses shall only be allowed as a conditional use in areas zoned CP-2 (planned community commercial) or C-H (planned highway commercial).
 - b. Title loan, payday loan, deferred deposit lending, and similar businesses shall not be located within 1,500' of another title loan, payday loan, deferred deposit lending, and similar business within or outside of Layton City boundaries. The distance shall be measured in a straight line from the main entrance of the establishments.
 - c. Title loan, payday loan, deferred deposit lending, and similar businesses shall be limited to one title loan, payday loan, deferred deposit lending, and similar business per 10,000 in Layton City population. The total population figures shall be based on the U.S. Census Bureau's report for Layton City.
2. The following shall only apply to title loan, payday loan, deferred deposit lending, and similar businesses that had an active business license before February 3, 2011, in Layton City:
 - a. **Termination of business license.** If any title loan, payday loan, deferred deposit lending, or similar business fails to renew its Layton City Business License or vacates the premises, then the business and use is deemed terminated. All title loan, payday loan, deferred deposit lending, and similar businesses that do not meet the zoning and separation requirements shall be considered nonconforming and will be subject to the provisions of Section 19.15.030 of the Layton Municipal Code.

- b. **Relocation of existing business.** Any title loan, payday loan, deferred deposit lending, and similar business existing before February 3, 2011, shall be allowed to relocate to a new site that meets the zoning and separation requirements outlined in this ordinance. The nonconforming status of the prior site is deemed to have been terminated.

HISTORY

Ord. No. 11-03, Enacted, 3/17/2011

19.06.210 Retail Tobacco Specialty Business Criteria And Conditions

1. **General.** Retail tobacco specialty businesses shall be located and maintained in accordance with the following standards and conditions:
 - a. Retail tobacco specialty businesses shall only be allowed as a conditional use in areas zoned C-H (Planned Highway Commercial) and not allowed as a Temporary or Seasonal Use.
 - b. Retail tobacco specialty businesses shall not be located within 1,000' of a community location or homeless shelter.
 - c. Retail tobacco specialty businesses shall not be located within 600' of another retail tobacco specialty business within or outside of Layton City boundaries.
 - d. Retail tobacco specialty businesses shall not be located within 600' of property used or zoned for agricultural or residential use.
 - e. The proximity requirements shall be measured in a straight line from the nearest entrance of the retail tobacco specialty business to the nearest property boundary of a location described in LMC 19.06.210(2)(b) through (d), without regard to intervening structures of zoning districts.
2. Any retail tobacco specialty business that had an active business license and is operating in the City in accordance with all applicable laws before December 31, 2015, maintains the right to operate as a non-conforming use.
3. **Termination of Business.** If any retail tobacco specialty business fails to renew its Layton City Business License, vacates the premises, suspends the sale of tobacco products for more than 60 consecutive days, or substantially changes the business premises or business operations, then the business and use is deemed terminated. All retail tobacco specialty businesses that do not meet the zoning and separation requirements shall be considered non-conforming and will be subject to the provisions of LMC 19.15.030.
4. **Relocation of Existing Business.** Any retail tobacco specialty business existing before November 17, 2011, shall be allowed to relocate to a new site that meets the zoning and separation requirements outlined in this ordinance. The nonconforming status of the prior site is deemed to have been terminated.

HISTORY

Ord. No. 12-16, Enacted, 5/17/2012

Ord. No. [19-24](#), Amended, 9/5/2019

19.06.220 Regulations Specific To Small Dealerships

A small dealership business shall be permitted in the CP-3, C-H, M-1, and M-2 zoning districts, subject to the following requirements:

1. No more than two vehicles shall be displayed outside at any one time. All other vehicles shall be stored inside a building.
2. Vehicles displayed outside shall be located in an improved striped parking stall but shall not be located in handicapped parking stalls.
3. Vehicles displayed outside shall not have any attached signage other than writing on vehicle windows. Writing shall not occupy more than two windows of any vehicle.
4. For the purposes of temporary signage, a small dealership shall not be considered an "outdoor retailer."
5. All vehicles displayed outside shall be in working order and generally void of noticeable damage including but not limited to considerable body rust, broken windows, flat tires, missing bumpers, or major body damage.
6. Any amount of vehicle repair associated with small dealerships shall be subject to additional regulations and permits.
7. Vehicles stored inside a building shall adhere to all Fire Safety Codes including, but not limited to:
 - a. Vehicle batteries shall be disconnected;
 - b. Fuel tanks shall not be filled beyond one-quarter tank, or five gallons, whichever is less;
 - c. Fuel tanks and fuel openings shall be closed and sealed to prevent tampering;
 - d. No fueling or de-fueling of vehicles shall take place inside a building; and
 - e. Vehicles within buildings shall not obstruct any means of egress.

HISTORY

Ord. No. 14-08, Enacted, 6/19/2014

19.06.230 Waste Transfer Station

One waste transfer station, and associated solid waste management activities, is allowed to be established in the M-1 or M-2 zoning district based on the following criteria:

1. One waste transfer station is allowed to be established in Layton City, which shall be operated by a public entity, and shall be located on property contiguous to the existing Davis Energy Recovery Facility operated by the Wasatch Integrated Waste Management District.
2. All solid waste management activities associated with the waste transfer station shall be operated within a fully enclosed building.
3. The site on which the waste transfer station is located shall be enclosed by a minimum six foot perimeter fence. In addition to the landscape buffer requirements of this Title, the Planning Staff may require additional landscaping and/or trees to screen the waste transfer station from adjacent areas.
4. Development of the site shall take into account effective means to control the harborage of rodent, insects and birds on the site based on appropriate industry standards.
5. Development of the site shall incorporate appropriate pollution control measures to protect surface and ground waters through the use of State and City approved run-off collection and treatment systems.
6. The waste transfer station shall operate consistent with the rules and regulations of Utah Administrative Code (UAC) R315-313-2 entitled "Transfer Station Standards."
7. The waste transfer station proposed within any of the Layton City Drinking Water Protection Zones shall comply with the regulations for potential contamination sources outlined in Chapter 19.20 of this Title.

8. If the waste transfer station is proposed within the Air Installation Compatible Use Zones (AICUZ) or Accident Potential Zone (APZ) of Hill Air Force Base (HAFB), the building and site shall be subject to the HAFB land use compatibility guidelines for noise zones and/or the APZ and any associated perpetual land use easement owned by the State of Utah.
9. Scavenging on the site shall be prohibited.
10. A traffic impact study prepared by a registered traffic engineer shall be required. The traffic study shall include an analysis of on-site circulation, capacities of existing streets, number of additional trips which will be generated, origin/destination studies, and peak home traffic generation and movements.

HISTORY

Ord. No. 16-35, Enacted, 7/7/2016

19.06.240 Accessory Agricultural Uses

Accessory agricultural uses shall be permitted in the "A" (**Agriculture**) zone, subject to the following requirements:

1. **Production:** **Agriculture** and/or farm industry operations shall remain the primary use, therefore, agricultural and farm industry products and/or services for sale and purchase shall actively and continuously be provided, with an exception during the winter season; and
2. **Lot Size:** The parcel and/or combination of all individual parcels shall consist of an area that is not less than two acres; and
3. **Scale:** Accessory agricultural uses shall not exceed 30% of the site's overall gross acreage; and
4. **Retail Sales:** Fifty percent of products and/or goods for sale shall be agricultural and farm industry related products and/or goods; and
5. **Ownership:** Operations may consist of multiple properties; however, all properties that do not have identical and common ownership shall provide an agreement or lease to verify land ownership, property owner approval, and portion(s) of land to be used for the accessory agricultural use; and
6. **Use of Existing Buildings:** Existing buildings and facilities intended for accessory agricultural uses shall meet the current building code requirements and receive final occupancy approval; and
7. **Newly Constructed Buildings:** New buildings and facilities intended for accessory agricultural uses shall reflect an agricultural architectural style and form that is consistent with the area's rural character and existing agricultural buildings; and
8. **Noise:** All noise and/or music shall be maintained at a level that any message or conversation is not a nuisance as defined in Layton City Municipal Code; and
9. **Outdoor hours of operation:** Outdoor uses and or activities, not including residential overnight accommodations, shall be limited to operating during the hours of 8:00 A.M. to 10:30 P.M.; and
10. **Light:** Outdoor lighting should be screened by shields or hoods to prevent glare onto adjacent properties. Lighting must be turned off by 10:30 P.M. for all outdoor gathering areas and/or arenas; and
11. **Parking:** The required number of parking stalls, as outlined in Section 19.12 of this Title, shall be met and maintained. Parking requirements may be reduced by up to 20% if the following criteria is met:
 - a. Evidence is provided that the parking calculations do not adequately account for circumstances unique to the particular proposed use; and

- b. A parking demand analysis shows that the needed number of parking stalls is less than the required amount of stalls as outlined in Section 19.12 of this Title.
12. **Business license:** A business license is required for all accessory agricultural uses. A business license agreement shall be required to address potential impacts to surrounding property(s). The business license agreement will be reviewed and approved by the Zoning Administrator, or their designee.

HISTORY

Ord. No. [17-21](#), Amended, 7/20/2017

19.06.250 Cannabis Production

1. **General.** Cannabis Production shall only be allowed as a permitted use in areas zoned A-2 (Agricultural Production) and M-2 (Heavy Manufacturing/Industrial) and shall not be allowed as a Temporary or Seasonal Use. Cannabis Production shall meet all statutory and regulatory requirements, including those contained in §4-41 of Utah Code (as amended).

HISTORY

Ord. No. [19-37](#), Enacted, 11/21/2019

Ord. No. [19-38](#), Amended, 11/21/2019

19.06.260 E-Commerce Retail And Fulfillment

1. At least half of the windows and doors along street-facing building elevations shall be visible into finished interior reception, office, retail or business operation areas. Warehouse and equipment storage areas shall not be visible from the street-facing windows and doors.
2. Any transparent street-facing windows and doors that connect to warehouse and equipment storage areas shall be screened to block interior visibility with no more than 30% screening as window signs, and no more than 50% screening as window displays.

HISTORY

Ord. No. [20-38](#), Enacted, 11/19/2020

19.06.270 Light Commercial Flex Manufacturing

1. When operated, machines and instruments shall not emit a noise level greater than 85 decibels (dB), and shall not emit detectable vibration, dust, odor, fumes or gas beyond the boundary of the property or noise above ambient level (size limit). Interior noise levels associated with business operations and machines may be increased above 85 dB if interior building sound attenuation is applied to mitigate any sound increase that would otherwise transmit into attached commercial or residential units.
2. At least half of the windows and doors along street-facing building elevations shall be visible into finished interior reception, office, retail or business operation areas. Warehouse and equipment storage areas shall not be visible from the street-facing windows and doors.

3. Any transparent street-facing windows and doors that connect to warehouse and equipment storage areas shall be screened to block interior visibility with no more than 30% screening as window signs, and no more than 50% screening as window displays.

HISTORY

Ord. No. [20-38](#), Adopted, 11/19/2020

19.06.280 Manufacturing/Industrial Services

1. When operated, machines and instruments may emit a noise level greater than 85 decibels (dB), without detectable vibration, dust, odor, fumes or gas that extend beyond the boundary of the property or noise ambient level.

HISTORY

Ord. No. [20-38](#), Enacted, 11/19/2020

19.06.290 Office And Indoor Storage

1. Storage areas are not allowed for manufacture or fabrication of products and/or the modification of materials, unless the specific commercial use meets the noise and impact standards associated with **Light Commercial Flex Manufacturing**.
2. At least half of the windows and doors along street-facing building elevations shall be visible into finished interior reception, office, retail or business operation areas. Warehouse and equipment storage areas shall not be visible from the street-facing windows and doors.
3. Any transparent street-facing windows and doors that connect to warehouse and equipment storage areas shall be screened to block interior visibility with no more than 30% screening as window signs, and no more than 50% screening as window displays.

HISTORY

Ord. No. [20-38](#), Enacted, 11/19/2020

19.06.300 Accessory Dwelling Unit Standards

1. Purpose and Intent
 - a. To establish a city ordinance governing the construction and use of Accessory Dwelling Units, or ADUs. An ADU is an independent dwelling unit that is either attached to or detached from the primary dwelling.
 - b. Accessory dwelling units provide a portion of the needed supply of more affordable housing for individuals and families while allowing them to live independently. Design standards within this chapter will protect the purpose of the single-family zoning district and character of single-family neighborhoods. The detached ADUs architectural design standards, height limits, and setback requirements in this chapter will help protect the privacy of surrounding homeowners and reduce impacts.

- c. Communities that allow accessory dwelling units find that they supply housing for the elderly, disabled, young families, and young professionals. ADUs can also provide supplemental income to the primary homeowner, which may make a home more affordable for the primary homeowner. ADUs use the same infrastructure as the primary dwelling and do not require additional public investment. ADUs provide a less expensive way to increase the affordable housing stock in the City.
2. General Regulations.
- An ADU is allowed as an accessory use within all single-family residential zones.
 - A maximum of one ADU allowed per single-family lot or parcel.
 - An ADU shall be allowed within the footprint of a single-family home or as an addition to a single-family home. Detached ADUs are permitted on lots or parcels 6,000 square feet or larger. ADUs shall adhere to all standards listed in Section 19.06.020(4).
 - Internal and attached ADUs must retain the appearance of a single-family home.
 - Internal and attached ADUs are considered part of the primary dwelling and shall meet the primary dwelling's minimum setback and height limits.
 - Entrances to ADUs shall be subordinate to the primary dwelling's entrance.
 - Utility Meters. All ADUs shall connect to the same (water, gas, sewer, etc.) utility lines as the primary dwelling.
 - Address. The primary dwelling and the accessory dwelling must share the same address number. Addresses must be visible from the public or private street.
 - Interior Access. Interior access between the main living area and an interior or attached ADU must be maintained unless sufficient means of egress have been determined during an inspection by the fire department.
 - Not for Short-Term Rental. The accessory dwelling unit shall be rented for 30 consecutive days or longer by the same occupant.
 - Application for ADU Permit. An ADU permit is required for all interior, attached, or detached ADUs and shall receive a building permit prior to construction and/or occupancy.
 - Mobile homes, Recreational Vehicles and shipping containers shall not be considered as an ADU.
3. Owner-Occupied
- Property owners as shown on Davis County Recorder's Office shall occupy either the primary dwelling or the accessory dwelling unit as their primary residence. In no case, shall a property owner rent out both the primary dwelling and the accessory dwelling. A letter of agreement shall be signed by the property owner(s) stating that the property will be used as their primary residence. The letter shall be recorded at the Davis County Recorder's Office by the Community & Economic Development Department.
 - Owner-occupancy may be temporarily waived when:
 - the owner is absent due to a bona fide temporary absence of three years or less for a job assignment, sabbatical, or voluntary service; or
 - the dwelling was the owner's primary residence immediately before leaving for the temporary job assignment, sabbatical, or voluntary service; and
 - the owner intends to make either the primary or accessory dwelling their primary residence upon returning from the temporary job assignment, sabbatical, or voluntary service.
4. Dwelling Unit Occupancy
- The occupants of an accessory dwelling unit shall fall into one of the following categories:

- three individuals non-related; or
 - an individual or single family related by blood, marriage, legal guardianship, fostership, or adoption; and
 - for reference, the term "related" refers to a spouse, parent, child, stepchild, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, first cousins, great-grandparents, and great-grandchildren. The term "related" does not include other, more distant relationships.
5. Appearance
- Single-family residences with interior accessory dwelling units shall retain the appearance of a single-family home. A separate entrance may be permitted for an interior accessory dwelling if it is located on the side or rear of the primary dwelling and is subordinate to the primary dwelling's main entrance.
 - Single-family residences with an attached accessory dwelling units shall retain the appearance of a single-family home. The addition shall appear as an extension of the existing single-family home's living space with similar building materials, colors and architectural character making it appear as part of the original dwelling.
 - Detached accessory dwelling units shall be complementary to the primary dwelling's architectural character by using similar building materials, window types, door and window trims, roofing materials, and roof pitch and permanent foundation. The roof pitch shall have a minimum pitch of 4.5":12" and a maximum pitch of 12":12".
6. Setbacks, Height Limits, Windows, Entrances, Outdoor Living Space and Size Limitations

Table 6-4

REQUIREMENTS	Internal ADU	Attached ADU		<u>Detached</u>	<u>ADU</u>	
			Detached ADU (Single-Story)	Detached ADU (Single-Story)	Detached ADU (2-Story)	Detached ADU (2-Story)
Location	Part of Primary Dwelling	Attached to Primary Dwelling	Side Yard Area	Rear yard Area	Side Yard Area	Rear Yard Area
Maximum Height Limit ^{1&2}	Same as Primary Dwelling	Same as Primary Dwelling	16' to Roof Peak	16' to Roof Peak	25' to Roof Peak	25' to Roof Peak
Minimum Side Setbacks ³	Same as Primary Dwelling	Same as Primary Dwelling	Same as Primary Dwelling	5'	10'	10'

Minimum Rear Setbacks	Same as Primary Dwelling	Same as Primary Dwelling	Same as Primary Dwelling	10'	Same as Primary Dwelling	20'
Windows ⁴	No Restriction	No Restriction	No Restriction	Restricted	No Restriction	Restricted
Outdoor Living Space Setback ⁵	No Restriction	No Restriction	No Restriction	10'	No Restriction	10'
Entrance	Side or Rear	Side or Rear	Side or Rear	Front, Side, Rear	Side or Rear	Front, Side, Rear
Size Limit ⁶	No Limitation	50% up to 1,200 sf ⁶	50% up to 1,200 sf ⁶	50% up to 1,200 sf ⁶	50% up to 1,200 sf ⁶	50% up to 1,200 sf ⁶

Ord. No. [21-23](#), Adopted 9/16/2021

1. In no case shall a detached ADU exceed the height of the primary dwelling measured at the peak of the roof.
2. Minimum roof pitch shall be 4:12; Maximum roof pitch shall be 12:12.
3. Landings in side yards shall be setback 10' from side property lines for detached ADUs.
4. Skylights, clerestory, or obscured glass must be used if the ADU is located closer than 10' to the side property line and closer than 20' to the rear property line.
5. Outdoor living space shall not be allowed within 10' of a side or rear property line. Balconies, decks or similar built 4' above finished grade shall be setback 15' from the rear property line. Setbacks for balconies, decks or similar shall be measured from the fascia.
6. 50% of primary dwelling unit's livable space is counted (parking and non-habitable storage areas shall not be counted for ADUs and primary dwellings).

7. Parking Regulations

- a. Parking required for an ADU is in addition to the primary dwelling's required parking (reference Table 12-1).
- b. Parking spaces for an ADU cannot be located within the primary dwelling's front or side yard setbacks adjacent to a street unless on an approved driveway.

8. Building Code

- a. All construction must comply with building codes and ordinances required at the time of construction or remodeling, following Utah state code related to changes to dwellings. This includes obtaining required building and other permits.
- b. Changes to dwellings
 - i. Layton City may require physical changes to a legal non-conforming rental dwelling for:
 1. the reasonable installation of a smoke detector, a ground fault circuit interrupter protected outlet, street addressing, hand or guard rails;
 2. an egress bedroom window if the existing bedroom window is smaller than required by current state construction code.

Addendum E

Perpetual Easement

VALUE OF PERPETUAL EASEMENTS

Value of real estate is directly related to functional utility. That is, an increase or reduction in the functionality of a given property would be expected to result in a corresponding increase or reduction in value. From this standpoint, it is reasonable to assume that a perpetual easement that results in decreased functional utility of the land encumbered would also result in a decrease in value of that land. Accordingly, value of an easement relative to unencumbered land value would be expected to be inversely related to the remaining functionality of the encumbered property. A theoretical continuum is therefore established wherein an easement that results in 100 percent loss of utility would have a value of 100 percent of underlying fee value. On the other hand, an easement that has no impact on functionality of the underlying land would in theory have no value. That is not to say, however, that diminution in functionality is easily reported as a percentage or that the relationship between functionality and easement value is linear. Nevertheless, imperative to estimating the value of an easement is thorough consideration of the property rights conveyed by the easement and the impact that the easement has on the utility of the property encumbered.

Two hypothetical easements illustrate this reality. The first, Easement A, involves an easement for a public roadway that encumbers an entire lot in a residential subdivision. Because of the easement, construction of a home, the highest and best use of the lot otherwise, is obviously precluded. This is contrasted to a hypothetical Easement B, also encumbering a single-family lot. This easement is for a natural gas distribution line with the easement entirely contained within the prism of an existing utility easement for water and sewer. Further, assume Easement B encumbers only the front 10 feet of a lot where the minimum setback requirement is 25 feet and the easement does not place any restriction on landscaping or hardscaping (sidewalks, driveways, etc.).

Obviously, the impact of these two hypothetical easements on the functional utility of the underlying land is enormously disparate. Accordingly, any argument that the value of the two easements as a percent of underlying fee value would be the same is obviously untenable. The hypothetical easements represent extremes along the continuum of impact on site utility by easements and illustrate the reality that easements do affect properties differently. As a consequence, they would be expected to demand different values as a percent of underlying fee value.

VALUATION METHODS

Various methods are available to appraisers in order to estimate value of an easement. The two primary methods employed in the local market are a before and after valuation analysis or reliance on indirect data (e.g. interviews with utility companies to determine what they customarily pay for easements and review of published data). The preferred method would of course be direct comparison with sales of easements. The circumstances surrounding easement transactions, however, almost always render the transaction as an unreliable indication of the market value of the easement for reasons which will be explored in more detail later. The two primary methods are discussed below.

- **Interviews With Utility Companies.** Historically, appraisers have relied heavily on interviews of easement purchasing agents with the various local utility companies in valuing easements. The rationale behind this is that these individuals are actual buyers of easements and the prices they pay,

usually expressed as a percent of fee value, are market evidence of the value of easements. We have therefore interviewed agents with Questar, Qwest, Rocky Mountain Power, and Kern River Pipeline Company. The information obtained is summarized as follows.

- Questar. David Ingleby of Questar said that a primary distinction is made between an easement for a distribution or service line, typically intermediate high pressure (IHP), and a transmission line, typically high pressure (HP). In the case of the former, typically only a nominal price is paid because the property benefits from the availability of natural gas. For transmission lines, the offer is typically based on 50 percent of underlying fee value.

From this base factor adjustments are made on a case-by-case basis. Reportedly the most notable source of adjustment to this base factor is when the proposed easement will overlap an existing easement. Ingleby cited a recent example of a gas line easement acquired in St. George. Portions of the easement were to encumber an area already encumbered by a water line easement. For this project, prices offered were reportedly 50 percent of underlying fee value for areas with no encumbrance and 25 percent in areas encumbered by the water line easement.

Ingleby stated that in putting together their offers, location of the easement within a property's required setback has not traditionally been considered, but that "... it should be." He reports that 60 percent of easement acquisitions are handled entirely in-house. The remaining properties involve the use of an independent appraiser. He also said that establishment of precedence is an important consideration in the process of coming up with offer amounts.

- Rocky Mountain Power. According to Paige Gardiner, Property Agent with Rocky Mountain Power, easement factors vary depending on the size of the proposed line corridor and the location of the easement on the property. Factors for distribution lines range between 25 and 50 percent of underlying fee value, with the lower end of the range being for those within the setbacks, underground lines, or overhang. Transmission lines range from 50 to 75 percent of value, though occasionally circumstances may warrant a slightly higher factor.

- Qwest. We spoke with Ralph Vigil, right-of-way agent with Qwest. Vigil said that properties are all handled on a case-by-case basis and that they have no 'rule of thumb' in terms of a ratio of fee value. Like Questar and Rocky Mountain Power, Vigil drew a clear distinction between service and transmission lines. Also, he reported that Qwest analyzes easements on the basis of location (perimeter of a property versus bisecting the property), but does not consider overlapping easements. Vigil reports that over 90 percent of easements are acquired without an independent appraisal.

- Kern River Pipeline Company. David Donaldson, right-of-way agent with Kern River, said that they typically pay between 40 and 60 percent of fee value. The range relates largely to the impact of the easement on the unencumbered acreage. They do consider location of the line on the property but not overlapping easements. He said that they end up using appraisers in about 40 percent of their easement acquisitions.

The reported range is between 25 and 60 percent of underlying fee value. While these data are useful, they must be analyzed fully in order to ensure that any conclusions drawn there from are

reasonable. It is therefore necessary to understand the circumstances surrounding the transactions reflected by this anecdotal information, particularly in light of the definition of market value.

Market value, according to state statute, assumes a willing buyer and willing seller, with neither acting under any compulsion to buy or sell. USPAP, citing the Office of the Comptroller of the Currency, provides that market value also assumes reasonable exposure of the property on the open market.

Consider the anecdotal information presented above in light of the criteria of market value. Most importantly, the buyers and sellers in these transactions are not 'willing' in the sense implied by the definition of market value or typically associated with real estate transaction. This is true for several reasons. First, negotiations are initiated by the buyer, not the seller. Second, in many circumstances, the transactions are negotiated under threat of condemnation or at least by entities with such powers. This obviously creates an atypical negotiating relationship between buyer and seller with the buyer holding leverage in forcing a transaction not available to a typical buyer. On the other hand, an easement acquisition on any given property is frequently part of a larger project. The buyer, therefore, often does not have the option to simply walk away from a property as does a typical buyer. Also, contrary to the definition of market value used by financial institutions, the property rights to be purchased have received no exposure to the open market.

Clearly, the conditions surrounding the transactions reflected by these interviews are inconsistent with the definition of market value. As such, the data must be treated with care. Even superficial analysis of the transactional scenarios reported by the agents implies that the indicated ratios should reflect the upper end the range of the values for the respective easements. Consider that the purchasing agents in these situations are making unsolicited offers. As such, they are not dealing with a property owner who had independently made the decision to sell an easement. Instead the agents are relying on the proposition that every property, or set of property rights, is for sale at the right price. It is reasonable to expect that in order to get a property owner to sell who had not independently made the decision to do so, agents would need to offer more than if the property were being marketed. This would particularly be true given that a landowner may recognize that the easement proposed for his or her property is generally part of a larger corridor so the agent is under somewhat greater compulsion to buy than would be a typical buyer.

While it is true that the entities considered above possess the power of eminent domain, the exercise of such power, and certainly its overuse, is expensive both monetarily and politically. This reality would be expected to lead to easement acquisition agents overpaying for easements in some instances to avoid the time and expense associated with condemnation proceedings. As a result, additional care must be given to data tainted by such considerations.

Furthermore, analysis of the percentages reportedly paid in light of property rights acquired suggests overpayment. A property owner holds what is often metaphorically referred to as a bundle of rights. Valuation of a conveyance of anything less than the entire bundle of rights, the fee simple estate, requires consideration of the relative value of those rights being sold and those being retained. In the case of an easement for an underground utility line, the rights typically acquired can be segmented into two categories, underground and above ground. Underground rights acquired are typically the rights to install and repair a utility line or lines. These rights are typically non-exclusive but do comprise the dominant tenement. That is, any activities detrimental to the intended use of the

easement are precluded. An example is that planting of trees may be precluded within the prism of the easement because the root system could pose a threat to the utility line. Such limitations to underground uses should be specifically stated in the easement document.

Above ground rights transferred by a typical underground utility line easement include use of the surface only during periods of installation and repair and only for those specific purposes. Typically, any disruption to site improvements resulting from the exercise of this right is remedied at the cost of the easement holder. There is also typically a restriction imposed by the easement on buildings and possibly landscaping, such as trees as noted above. Typical easements for underground utilities involve conveyance of no other above ground rights. The rights retained by the underlying property owner are all those not specifically and expressly conveyed.

Consider this in the context of the latter hypothetical easement, Easement B, described above. That easement encumbered only a portion of the required setback and did not limit landscaping or hardscaping. The underlying property owner therefore would retain the right to use the easement area as part of his or her front yard. The only difference between the encumbered portion of the front yard and the unencumbered portion is that there is an underground utility line that would need to be installed and possibly occasionally repaired with any damage to site improvements repaired by the easement holder. The easement holder, conversely, has the right to lay a utility line, repair that line, correct any damage to site improvements caused thereby, and limit buildings on a strip of land which, because of zoning, is not capable of supporting a building anyway. Because the underlying owner retains rights to use the property consistent with highest and best use, easement value would logically have to be minimal.

Overall, careful analysis of the information provided by the easement purchasing agents suggests the probability that they are overpaying, relative to market value, for the easements being acquired. Based exclusively on the interviews, however, there is no indication as to the relative magnitude of the overpayment for any particular easement.

- **Before and After Analysis.** Another means of attempting to value a proposed easement is using the before and after method. This method is very commonly employed in partial acquisition scenarios, such as easements. The underlying premise, simply stated, is that the difference in value between a subject property before and after the taking the placement of an easement would reflect the value of the easement. In spite of its frequent use among appraisers, the before and after approach only indirectly values the taking and is therefore only a surrogate valuation model for the preferred direct valuation approach. Nevertheless, it does represent a widely accepted means of valuation, particularly when data do not exist to permit a direct valuation of the taking.

Again, consider the property to be encumbered by the hypothetical Easement B described above. The easement creates two bundles of rights, those which the underlying property owner retains and those acquired by the easement purchaser. Before the taking, the property is a single-family lot with a front yard which is fully utile. After the taking, the property is unchanged except that the front ten feet of the front yard may occasionally and only temporarily be disturbed by the installation or repair of a utility line. Given that the use of a typical front yard is almost exclusively surface in nature, it seems unreasonable to expect that value of the lot after the taking would be significantly reduced.

In fact, the vast majority of homes in Utah are on properties which are encumbered by utility easements, usually placed thereon during the original subdivision platting process. Because the easements do not appreciably impact intended use of the properties, the easements are a non-issue in most home transactions. In fact, most homeowners probably could not even identify the size, location, or scope of easements encumbering their property.

It could be argued, however, that the perceptions of the general market relative to easements are reflective of the benefit of the utility services provided via the easements. An illustration of this is subdivisions which grant public utility easements at no cost to the utility providers in order for the utilities to be available within the subdivision. In such a case, it could be argued that the value of the easement is simply being offset by the benefit to adjoining property of the utility services. Within the context of eminent domain this is potentially an important issue because of the statutorily mandated compensation framework. In Utah, project benefits cannot offset the value of the taking but can only offset damages. That means that the benefit to adjoining property of having utilities available cannot offset the actual value of the easement to be acquired.

Analyzing properties encumbered by easements which do not directly benefit the property itself therefore provides a more appropriate indication as to what impact on value an easement is likely to have. To this end we have considered two subdivisions so encumbered. The first is the Steeple Chase subdivision in Draper which has a 50-foot wide high-pressure gas line which winds through the project. This transmission line provides no direct service to the homes in the subdivision. Although the easement is primarily contained within roadways, there are two locations where the pipeline runs between lots, with 25 feet of the side yard of each lot encumbered with the pipeline easement. The side yard setback for these lots is 10 feet, meaning that the easement extends 15 feet beyond the required setback. In spite of the encumbrance, the four lots so impacted remained fully utile and reportedly sold for no discount. Further, their marketing time was reportedly not any longer than typical for the other lots in the subdivision which were not encumbered by the gas pipeline easement. No diminution in value owing to the easement is therefore indicated. It should be noted that the easement precludes the planting of trees but allows other forms of landscaping as well as concrete curbing and flatwork, asphalt paving, and fencing.

We also examined the Old Mill Point PUD, the southern portion of which is bisected by a 20-foot drainage easement. Again, the easement is of no direct benefit to the property encumbered. Because of the subdivision design of the property, the pipeline bisects open space as well as the southernmost lot. Although bisected by the easement, with land both inside and outside the setback encumbered, the likely home site is not impacted. Reportedly the easement had no impact on the price paid for the overall property nor on the price for which the encumbered lot sold because in neither case was functionality impacted. These data indicate that an easement may have no appreciable impact on value of a property even when the easement bisects the property so long as overall functionality is not diminished.

Such is entirely reasonable as real estate values would be expected to be tied to functional utility. An illustration of this is a hypothetical piece of property which is physically, legally, and economically suited to subdivision into 10 lots. A 20-foot wide drainage easement is then acquired through the center of the property. After the encumbrance, the property is still suited to the same ten lots with no change in the cost of development, the expected retail value of the lots, or the expected rate of sale

for the lots. Under such a scenario, the functional utility of the property is unchanged and, in spite of being bisected by an easement, there is no reason to expect any appreciable change to the value of the property. To the contrary, it would seem that no prudent seller would accept a discount and no developer, whose profit potential from developing the property is unchanged, could realistically expect a discount of any significance.

Overall, the before and after method indicates nominal if any value for easements that have no appreciable impact on the functional utility of the underlying property. This is the case whether the easement runs along the perimeter of the property or bisects it.

Obviously, it logically follows that as the impact of an easement on functional utility increases, so too does its impact of underlying value and as a consequence the implied value of the easement. This creates a continuum and any easement scenario other than an easement which has no measurable impact on functionality, by far the most typical, can only be quantified on a case by case basis. Nevertheless, it is evident that any attempt to value an easement must begin with careful analysis of what rights are to be conveyed through the proposed easement and how the conveyance of such rights impacts functional utility of the land to be encumbered.

Imperative to such an analysis is consideration of any factors which affect functional utility of the property before the taking. Such factors include location of the property to be encumbered within required setback and existing easements overlapping the location of the proposed encumbrance. It would only be reasonable to expect that the potential diminution in functional utility resulting from a proposed easement has already been realized, at least in large measure, for property impacted by setback requirements or existing easements.

- Summary. The two principle valuation methods typically employed in estimating value of an easement indicate widely disparate values, at least on the surface. Interviews with purchasing agents indicate a range of between 25 and 60 percent of underlying fee value for typical easements. As discussed, however, there are strong logical indications that the reported figures are artificially inflated relative to the market value of the easements.

Such a conclusion is corroborated by a general, and admittedly anecdotal, before and after analysis pertaining to easements which do not appreciably reduce functional utility of the property encumbered. This scenario is consistent with the vast majority of easements being negotiated by the agents interviewed. In fact, the before and after analysis indicates there is no measurable value loss in such instances. Based on the underlying premise of the before and after method that the difference between the two values is the implied value of the taking, this suggests that easements which do not change the functional utility of the encumbered property have nominal if any value. This is true whether the easement is to run along the perimeter or bisect the larger parcel as the pertinent question relative to value is not location of the easement but its impact on functional utility.

From a pragmatic standpoint, the suggestion that an underground easement does not impact functional utility has little if any value may seem untenable. Certainly, an agent seeking to purchase an easement exclusively through negotiations would generally have to be willing to pay more than a token nuisance payment in order to secure the easement. This obvious reality could easily lead one to draw the mistaken conclusion that the easement must therefore have greater market value. Recall,

however, that the responsibility of the appraiser in valuing easements is to estimate market value, not the likely price needed to be paid to acquire the easement in a non-market transaction. The agent is not dealing with a seller but instead is dealing with a property owner who must be induced to become a seller. On this basis, the only reasonable conclusion is that those factors reported by the purchasing agents overstate market value of the typical easement.

Addendum F

Comparable Data

Land Sales

Location & Property Identification

Property Name:	R-1-8 Manor Crest Lot
Sub-Property Type:	Residential, Finished SFR Lots
Address:	802 W. 2850 N.
City/State/Zip:	Layton, UT 84041
County:	Davis
Submarket:	Upper Counties
Market Orientation:	Suburban
IRR Event ID:	3429214



Sale Information

Sale Price:	\$225,000
Effective Sale Price:	\$225,000
Sale Date:	04/21/2025
Contract Date:	02/27/2025
Listing Price:	\$250,000
Listing Date:	01/21/2025
Sale Status:	Recorded
\$/Acre(Gross):	\$747,508
\$/Land SF(Gross):	\$17.16
Grantor/Seller:	Nelson
Grantee/Buyer:	Nima Fariborzi and Soheyla Darvish Mohseni
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Financing:	Cash to seller - buyer obtained financing
Conditions of Sale:	Arm's-length
Document Type:	Warranty Deed
Recording No.:	3613885
Verified By:	Tim Rose
Verification Date:	11/10/2025
Confirmation Source:	Mikall Beutler, MLS 2059897
Verification Type:	Confirmed-Seller Broker

Improvement and Site Data

Legal/Tax/Parcel ID:	09-451-0011
Acres(Gross):	0.30
Land-SF(Gross):	13,112
Shape:	Rectangular
Topography:	Hilly
Corner Lot:	No
Frontage Type:	2 way, 1 lane each way
Zoning Code:	R-1-8
Zoning Desc.:	Single Family Residential
Utilities Desc.:	All typical utilities present
Source of Land Info.:	Public Records

Comments

This lot previously sold in April 2023, and indicates overall of growth of 18.42%. This equates to a monthly growth rate of 1.15%.

Occupancy

Occupancy at Time of Sale:	0.00%
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Location & Property Identification

Property Name: 0.219 Acre R-1-6
 Sub-Property Type: Residential, Single Family Residence Site
 Address: 285 E. 500 North
 City/State/Zip: Kaysville, UT 84000
 County: Davis
 Market Orientation: Suburban
 IRR Event ID: 3462889



Sale Information

Sale Price: \$165,000
 Effective Sale Price: \$165,000
 Sale Date: 11/17/2025
 Sale Status: Recorded
 \$/Acre(Gross): \$753,425
 \$/Land SF(Gross): \$17.30
 Grantor/Seller: J&K Properties
 Grantee/Buyer: Updwell Homes
 Property Rights: Fee Simple
 Financing: Cash to seller
 Terms of Sale Comments: Typical financing
 Document Type: Warranty Deed
 Recording No.: 3643319
 Verified By: Eric Leonhardt, MAI
 Verification Date: 02/13/2026
 Confirmation Source: Curtis Hyde, agent
 Verification Type: Confirmed-Other

Zoning Desc.: Single Family
 Residential - minimum 6000
 Utilities Desc.: All common public utilities
 Source of Land Info.: Public Records

Comments

Also known as Lot 102 of J&K Subdivision. Listing price was 189,900 over a period of 89 days. Discount to listing price is 13.1%.
 41.073745 -111.932262 Asphalt paved road, curb, gutter, sidewalk.

Improvement and Site Data

Legal/Tax/Parcel ID: 11-878-0102
 Acres(Gross): 0.22
 Land-SF(Gross): 9,540
 Shape: Irregular
 Topography: Level
 Frontage Desc.: Public access
 Zoning Code: R-1-6

Location & Property Identification

Property Name: 0.423 Acre R-1-8
 Sub-Property Type: Residential, Single Family Residence Site
 Address: 1487 E. Stone House Bend
 City/State/Zip: Kaysville, UT 84000
 County: Davis
 Market Orientation: Suburban
 IRR Event ID: 3462899



Sale Information

Sale Price: \$406,000
 Effective Sale Price: \$406,000
 Sale Date: 06/18/2025
 Sale Status: Recorded
 \$/Acre(Gross): \$959,811
 \$/Land SF(Gross): \$22.03
 Grantor/Seller: Compass Holdings Development
 Grantee/Buyer: Timothy and Rebecca Hawkes
 Property Rights: Fee Simple
 Financing: Cash to seller
 Terms of Sale Comments: Typical financing
 Document Type: Warranty Deed
 Recording No.: 3621906
 Verified By: Eric Leonhardt, MAI
 Verification Date: 02/13/2026
 Confirmation Source: Matthew Yeates, agent
 Verification Type: Confirmed-Other

Zoning Code: R-1-8
 Zoning Desc.: Single Family Residential - minimum 8,000
 Easements Desc.: Gradual downward slope to
 Utilities Desc.: All common public utilities
 Source of Land Info.: Public Records

Comments

Also known as Lot 401 of Orchard Ridge Estates. Listing price was \$450,000 over a period of 148 days. Discount to listing price is 9.8%.
 41.057694 -111.904597 Asphalt paved road, curb, gutter, sidewalk.

Improvement and Site Data

Legal/Tax/Parcel ID: 15-171-0401
 Acres(Gross): 0.42
 Land-SF(Gross): 18,426
 Shape: Rectangular
 Frontage Desc.: Public access

Location & Property Identification

Property Name:	R-1-10 Lot
Sub-Property Type:	Residential, Single Family Residence Site
Address:	2644 E. Gentile St.
City/State/Zip:	Layton, UT 84040
County:	Davis
Submarket:	Upper Counties
Market Orientation:	Suburban
IRR Event ID:	3428346



Sale Information

Sale Price:	\$300,000
Effective Sale Price:	\$300,000
Sale Date:	10/14/2025
Listing Price:	\$350,000
Listing Date:	07/03/2025
Sale Status:	Recorded
\$/Acre(Gross):	\$967,742
\$/Land SF(Gross):	\$22.22
Grantor/Seller:	Tad and Nadine Goaslind
Grantee/Buyer:	Christian Gray Jensen and Sandra Jensen
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Financing:	Cash to seller - buyer obtained financing
Conditions of Sale:	Arm's-length
Document Type:	Warranty Deed
Recording No.:	3638192
Verified By:	Tim Rose
Verification Date:	11/10/2025
Confirmation Source:	Bradley Goaslind,, MLS 2096538
Verification Type:	Confirmed-Seller Broker

Improvement and Site Data

Legal/Tax/Parcel ID:	09-489-0001
Acres(Gross):	0.31
Land-SF(Gross):	13,504
Shape:	Irregular
Topography:	Gently Sloping
Corner Lot:	Yes
Zoning Code:	R-1-10
Zoning Desc.:	Single Family Residential
Flood Plain:	No
Comm. Panel No.:	49011C0233F
Date:	09/15/2022
Utilities Desc.:	All typical utilities present
Source of Land Info.:	Public Records

Comments

The listing agent indicated that this parcel has approvals in place from Layton City for construction of a single family home. The property has some irregular elevation, and backs to an irrigation reservoir.

Occupancy

Occupancy at Time of Sale:	0.00%
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Location & Property Identification

Property Name:	0.464 Acre R-S
Sub-Property Type:	Residential, Single Family Residence Site
Address:	3260 E. Fernwood Park Drive
City/State/Zip:	Layton, UT 84000
County:	Davis
Market Orientation:	Suburban
IRR Event ID:	3462902



Sale Information

Sale Price:	\$550,000
Effective Sale Price:	\$550,000
Sale Date:	02/13/2024
Sale Status:	Recorded
\$/Acre(Gross):	\$1,185,345
\$/Land SF(Gross):	\$27.21
Grantor/Seller:	Stevenson Funding
Grantee/Buyer:	Michael and Kelly Wareham
Property Rights:	Fee Simple
Financing:	Cash to seller
Terms of Sale Comments:	Typical financing
Document Type:	Warranty Deed
Recording No.:	3560597
Verified By:	Eric Leonhardt, MAI
Verification Date:	02/13/2026
Confirmation Source:	Shelley Nelson, agent
Verification Type:	Confirmed-Other

Zoning Desc.:	Residential Suburban - minimum 15,000
Easements Desc.:	Hillside topography
Utilities Desc.:	All common public utilities
Source of Land Info.:	Public Records

Comments

Also known as Lot 1 of Fernwood Estates. Listing price was \$589,900 over a period of 291 days. Discount to listing price is 6.8%.
41.090003 -111.903650 Asphalt paved road, curb, gutter.

Improvement and Site Data

Legal/Tax/Parcel ID:	09-462-0001
Acres(Gross):	0.46
Land-SF(Gross):	20,212
Shape:	Rectangular
Frontage Desc.:	Public access
Zoning Code:	R-S



Location & Property Identification

Property Name: R-1-10 Fruit Heights Lot
 Sub-Property Type: Residential, Finished SFR Lots
 Address: 652 S. Cherry Ln.
 City/State/Zip: Fruit Heights, UT 84037
 County: Davis
 Submarket: Upper Counties
 Market Orientation: Suburban
 IRR Event ID: 3429833



Sale Information

Sale Price: \$285,000
 Effective Sale Price: \$285,000
 Sale Date: 10/31/2025
 Contract Date: 10/20/2025
 Listing Price: \$299,900
 Listing Date: 10/17/2025
 Sale Status: Recorded
 \$/Acre(Gross): \$1,187,500
 \$/Land SF(Gross): \$27.26
 Grantor/Seller: Mary and Kenneth Garr Irrevocable Trust
 Grantee/Buyer: Countrywest Construction LLC
 Assets Sold: Real estate only
 Property Rights: Fee Simple
 Financing: Cash to seller
 Conditions of Sale: Arm's-length
 Document Type: Warranty Deed
 Recording No.: 3642163
 Verified By: Tim Rose
 Verification Date: 11/10/2025
 Confirmation Source: Susan Yoshikawa-Torres, MLS 2118143
 Verification Type: Confirmed-Seller Broker

Legal/Tax/Parcel ID: 07-090-0069
 Acres(Gross): 0.24
 Land-SF(Gross): 10,454
 Shape: Rectangular
 Topography: Level
 Corner Lot: Yes
 Zoning Code: R-1-10
 Zoning Desc.: Single Family Residential
 Utilities Desc.: All typical utilities present
 Source of Land Info.: Public Records

Comments

This parcel appears to have been previously used as excess yard area in an existing single family neighborhood, and was a portion of tax parcel 07-090-0066.

Improvement and Site Data

Location & Property Identification

Property Name: 0.380 Acre R-1-12
 Sub-Property Type: Residential, Single Family Residence Site
 Address: 179 N. 1800 East
 City/State/Zip: Fruit Heights, UT 84000
 County: Davis
 Market Orientation: Suburban
 IRR Event ID: 3462910



Sale Information

Sale Price: \$475,000
 Effective Sale Price: \$475,000
 Sale Date: 02/10/2026
 Sale Status: Recorded
 \$/Acre(Gross): \$1,250,000
 \$/Land SF(Gross): \$28.70
 Grantor/Seller: Adam and Hailee Smith
 Grantee/Buyer: Rex and Stephanie McBride
 Property Rights: Fee Simple
 Financing: Cash to seller
 Terms of Sale Comments: Typical financing
 Document Type: Warranty Deed
 Recording No.: 3654129
 Verified By: Eric Leonhardt, MAI
 Verification Date: 02/13/2026
 Confirmation Source: Lincoln Taylor, agent
 Verification Type: Confirmed-Other

Zoning Desc.: Residential Zone - minimum 12,000 SF lots
 Easements Desc.: Hillside topography
 Utilities Desc.: All common public utilities
 Source of Land Info.: Public Records

Comments

Also known as Lot 30-R of Rock Loft Ridge Estates. Listing period was 62 days and sold at the listing price.
 41.038452 -111.902649

Improvement and Site Data

Legal/Tax/Parcel ID: 15-137-0030
 Acres(Gross): 0.38
 Land-SF(Gross): 16,553
 Shape: Rectangular
 Frontage Desc.: Public access
 Zoning Code: R-1-12

Addendum G

Purchase Order



Layton City Corporation
437 North Wasatch Drive, Layton, Utah
84041
801-336-3800

Page **1 of 1**
PO # **26-000274**
CO #
Date **02/05/2026**

PURCHASE ORDER

Vendor Name and Address

INTEGRA REALTY RESOURCES
DEPT 565 PO BOX 30015
SALT LAKE CITY, UT 84130

Attention To:

Ship To:

Invoice To: Layton City Corporation

Vendor # 10369			Date Required	Ship Via BESTWAY	F.O.B SHIPPING	Terms NET30
Requisition #				Buyer JoEllen Grandy		
Line #	Quantity	UOM	Item # and Description		Unit Cost	Extended Cost
1	1.00	EA	Appraisal of Tax id #10-002-0009 10-4560-531090		\$3,000.00	\$3,000.00
					TOTAL	\$ 3,000.00

INSTRUCTIONS TO THE VENDOR:

1. This order is exempt from sales and use tax, exemption #. 12229760-002-STC.
2. Seller shall provide applicable material safety data sheets as required by law.
3. The above purchase order number must appear on all Invoices, Bills of Lading and Acknowledgements relating to the PO.

Approved By:

Authorized Signature

Purchase Order Number Must Appear On Your Invoice.

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

Item Number: 6.A.

Subject:

Rezone Request – RCB Design – CP-2 (Planned Community Commercial) to M-1 (Light Manufacturing/Industrial) – Ordinance 26-28 – 181 West 2675 North and 215 West 2675 North

Background:

Chase Bingham (Applicant) is requesting a rezone of 1.57 acres from CP-2 (Planned Community Commercial) to M-1 (Light Manufacturing/Industrial) zoning. The subject properties are adjacent to M-1 zoning to the north and east, CP-2 zoning to the west, with RM-H (Mobile Home Parks and Subdivisions) zoning to the south.

The proposal for the rezone is to allow for manufacturing/industrial services in the existing flex industrial buildings that were built within the last few years. Manufacturing/Industrial services are permitted in the M-1 zone but not allowed in the CP-2 zone. Applicant will operate a business that will have light production and assembly of “tradeshow” walls and displays. Storage, production and assembly of materials will be conducted indoors with no outdoor storage.

The rezone meets the General Plan guidelines of industrial flex space and light manufacturing for the area with similar types of uses.

Alternatives:

Alternatives are to: 1) Adopt Ordinance 26-28 approving the rezone request from CP-2 (Planned Community Commercial) to M-1 (Light Manufacturing/Industrial); 2) Adopt Ordinance 26-28 approving the rezone request from CP-2 (Planned Community Commercial) to M-1 (Light Manufacturing/Industrial) with modifications; or 3) Not adopt Ordinance 26-28, denying the rezone request.

Recommendation:

On September 22, 2026, the Planning Commission voted unanimously to forward a recommendation of approval to the City Council for the rezone request from CP-2 (Planned Community Commercial) to M-1 (Light Manufacturing/Industrial).

Staff supports the Planning Commission recommendation and recommends the City Council approve the rezone request as requested.

ORDINANCE 26-28
(RCB Designs Rezone)

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF PARCELS 09-468-0004 AND 09-367-0202 DESCRIBED HEREIN, LOCATED AT 215 WEST 2675 NORTH AND 181 WEST 2675 NORTH FROM CP-2 (PLANNED COMMUNITY COMMERCIAL) TO M-1 (LIGHT MANUFACTURING/INDUSTRIAL); PROVIDING FOR SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE

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

WHEREAS, the Planning Commission has reviewed the petition and has recommended that the petition to rezone said properties from CP-2 to M-1 be approved; and

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

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

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

SECTION 1. Repealer. If any provision of Layton City's ordinance that is deemed to be inconsistent with this amendment is hereby repealed.

SECTION 2. Enactment. The zoning map is hereby amended by changing the zone classification of the following properties from CP-2 to M-1:

Parcel 09-468-0004

ALL OF LOT 4, WINDSOR SQUARE COMMERCIAL SUBDIVISION PHASE 1 AMENDED.

Parcel 09-367-0202

ALL OF LOT 202, WINDSOR SQUARE COMMERCIAL SUBDIVISION PHASE 2.

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

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

PASSED AND ADOPTED BY THE LAYTON CITY COUNCIL ON OCTOBER 15, 2026.

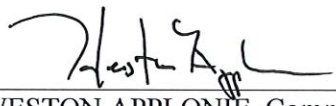
	AYE	NAY	ABSENT	ABSTAIN
Joy Petro	_____	_____	_____	_____
Zach Bloxham	_____	_____	_____	_____
Mike Kolendrianos	_____	_____	_____	_____
Clint Morris	_____	_____	_____	_____
Bettina Smith Edmondson	_____	_____	_____	_____
Dave Thomas	_____	_____	_____	_____

JOY PETRO, Mayor

ATTEST

KIMBERLY S READ, City Recorder

for _____
CLINTON R. DRAKE, City Attorney

_____
WESTON APPLONIE, Community &
Economic Development Director



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

STAFF REPORT

TO: City Council

FROM: Kem Weaver, Planner II

DATE: October 15, 2026

RE: Rezone Request – RCB Design – Rezone from CP-2 (Planned Community Commercial) to M-1 (Light Manufacturing/Industrial) – 181 West 2675 North and 215 West 2675 North – Ordinance 26-28

LOCATION: 181 West 2675 North and 215 West 2675 North

CURRENT ZONING: CP-2 (Planned Community Commercial)

PROPOSED ZONING: M-1 (Light Manufacturing/Industrial)

DESCRIPTION OF REZONE AREA

The proposal is to rezone two parcels totaling 1.57 acres from CP-2 (Planned Community Commercial) to M-1 (Light Manufacturing/Industrial) zoning. The subject properties are adjacent to M-1 zoning to the north and east, CP-2 zoning to the west, with RM-H (Mobile Home Parks and Subdivisions) zoning to the south.

BACKGROUND INFORMATION

Chase Bingham (Applicant) is requesting a rezone to allow for manufacturing/industrial services in existing flex industrial buildings that were built within the last few years. Manufacturing/Industrial services are permitted in the M-1 zone but not allowed in the CP-2 zone. Applicant will operate a business that will have light production and assembly of “tradeshow” walls and displays. Storage, production and assembly of materials will be conducted indoors with no outdoor storage and there will be low to no impact on neighboring residential uses.

With the construction of the buildings and site development the intention or planned uses for the buildings were flex industrial within the commercial zone. These have been uses in the buildings since construction.

STAFF REVIEW

General Plan

State Code 10-20-401 requires municipalities to create a General Plan that plans for the present and future community needs as well as the growth and development of land within the municipality. The General Plan identifies the subject property (See Figure 1) as planned for Industrial Flex, which allows for light manufacturing uses with regards to assembly

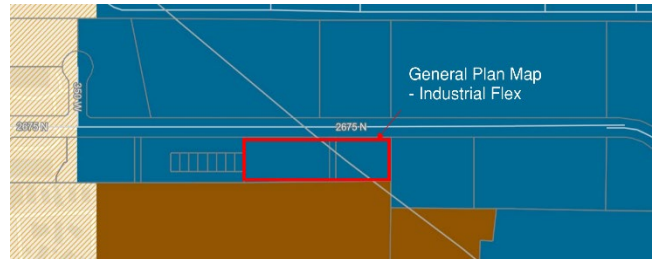


Figure 1 - Layton City General Plan Map

and light production. The M-1 zone, as requested by the “Applicant”, is consistent with the General Plan and constitutes a continuation of industrial flex uses in this area as defined in the General Plan.

STAFF RECOMMENDATION

On September 22, 2026, the Planning Commission voted unanimously to forward a recommendation of approval to the City Council for the rezone request from CP-2 (Planned Community Commercial) to M-1 (Light Manufacturing/Industrial).

Staff supports the Planning Commission recommendation and recommends the City Council approve the rezone request as requested.



Attention Engineers & Developers: Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 15 business days of a preliminary submittal and within 20 business days of a final submittal. Thank you.

MEMORANDUM

TO: Dixon Pitcher; dixon@jumping.com
Chase Bingham; chase@rcbdesigns.pro

CC: CED Department/Fire Marshal

FROM: Shannon Hansen, Assistant City Engineer - Development

DATE: August 18, 2026

SUBJECT: RCB Designs Rezone
215 West 2675 North

I have reviewed the Petition for Amending the Zoning Ordinance impacting two parcels of ground containing approximately 1.566 acres at 215 West 2675 North. The applicant is requesting a zoning change from CP-2 to M-1. The Engineering Department has the following comments regarding the rezone of the property

The application indicates an area of 0.99 acres. Based on Davis County records, parcel 09-468-0004 contains 0.986 acres and parcel 09-367-0202 contains 0.58 acres. The application should be corrected to reflect the total acreage of 1.566 acres.

Because the building and site infrastructure are existing, it is anticipated that no additional site work will be required due to the rezone of the property. Should site work be required, the applicant will need to file a Site Plan Application.



Community • Prosperity • Choice

Mayor • Joy Petro
City Manager • Alex R. Jensen

• Fire Department •
Scott Maughan • Fire Chief
Telephone: (801) 336-3940
Fax: (801) 546-0901

Attention Engineers & Developers: Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 15 business days of a submittal of a preliminary plan and within 20 business days of a submittal of a final plan. Thank you.

MEMORANDUM

TO: Community Development

FROM: Gavin Moffat, Fire Marshal 

RE: RCB Designs Rezone @ 215 W 2675 N

CC: 1) Engineering
2) Dixon Pitcher, dixon@jumping.com
3) Chase Bingham, chase@rcbdesigns.com

DATE: September 2, 2026

I have reviewed the rezone application received on August 5, 2026, for the above referenced project. The Fire Department, with regard to the rezone, does not have any comments at this time. However, for future development our concerns include but are not limited to the following:

1. A minimum fire flow requirement will be determined for buildings that are to be built on this property. The fire flow requirement must be determined by the Fire Prevention Division of this department and will be based upon the type of construction as listed in the building code and total square footage of the building. Prior to applying for a building permit, provide the Fire Prevention Division of this department the type and size of structure(s) to be built. **(2021 IFC 507.3/Appendix B)**
2. Designated fire access roads shall have a minimum clear and unobstructed width of 26 feet. Access roads shall be measured by an approved route around the exterior of the building or facility. If dead-end roads are created in excess of 150 feet, approved turnarounds shall be provided. **(2021 IFC Section 503)**

3. Where applicable, two means of egress may be required. **(2021 IFC Appendix D as Amended)**
4. On site fire hydrants may be required. **(2021 IFC Section 507)**

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

GM\#4ANNEX/REZONE:sh
Plan #S26-133 District #10
Project Tracker #LAY2608053568



Memorandum

To: Dixon Pitcher, Chase Bingham
CC: Community Development, Fire, & Engineering
From: JoEllen Grandy, Assistant Parks & Recreation Director – Parks & Recreation
Date: August 14, 2026
Re: RCB Designs Rezone – 215 W. 2675 N.
Review: Review 1

RCB Designs Rezone located at 215 West 2675 North (Tax ID#s 09-468-0004 and 09-367-0202) lies within the future WSU Park service area. The applicant's proposed rezone from CP-2 to M-1 would not impact the Parks & Recreation Department.

The Parks and Recreation Department has reviewed the rezone request submitted on August 5th for RCB Designs and has no comments or concerns.

Attention Engineers & Developers: Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 15 business days of a preliminary submittal and within 20 business days of a final submittal. Thank you.





RCB DESIGNS

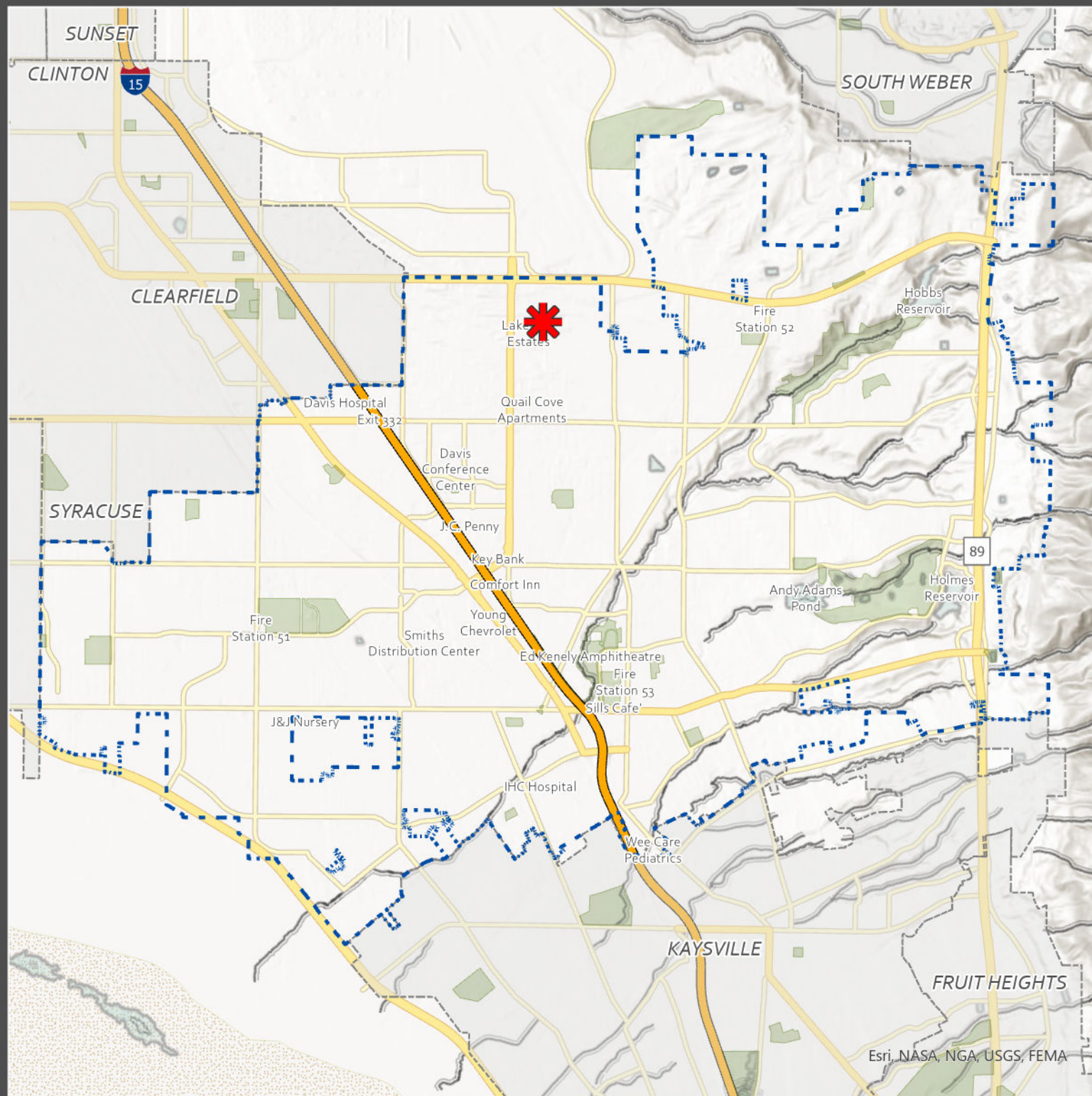
181 & 215 WEST
2675 NORTH

REZONE
CP-2 TO M-1

-  Project Site
-  Layton City Boundary
-  Davis County Parks
-  City Boundaries
-  Lakes
-  Streams



Map 1





RCB DESIGNS

181 & 215 WEST
2675 NORTH

REZONE
CP-2 TO M-1

-  Project Site
-  Layton City Boundary
-  Davis County Parks
-  City Boundaries
-  Lakes
-  Streams



Map 2





RCB DESIGNS

181 & 215 WEST
2675 NORTH

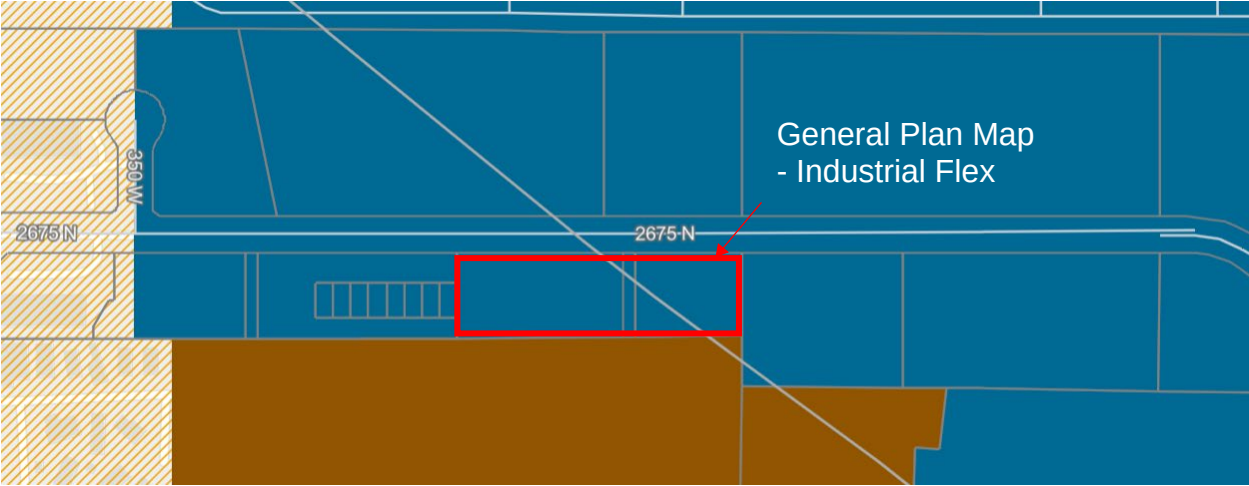
REZONE
CP-2 TO M-1

-  Project Site
-  Layton City Boundary
-  Davis County Parks
-  City Boundaries
-  Lakes
-  Streams



Map 3





Letter of Intent

Rezone Petition

Properties: 215 W 2675 N and 181 W 2675 N, Layton, UT 84041

Parcels: 09-468-0004 and 09-367-0202

To: Layton City Community & Economic Development Department

I am requesting a Rezone Petition for the above-referenced properties to support a change in zoning from CP-2 (Planned Community Commercial) to M-1 (Light Manufacturing).

Reason for the Request

The properties contain existing warehouse-style buildings that are well-suited for light production and assembly uses. The current business manufactures trade show walls and displays using materials such as plywood, laminate, and plastics. These are indoor, low-impact operations that involve assembly, fabrication, and storage of finished products.

The current zoning does not fully align with the existing building types or the practical use of the site. A designation that supports light production and assembly better reflects the character of the buildings and allows for appropriate, compatible use of the property.

Justification

Circumstances and the physical characteristics of the site support consideration of this amendment. The existing structures and the nature of the current operations make light production and assembly a more suitable and realistic long-term use than the current commercial designation.

I respectfully request that the City amend the zoning for these properties to support the proposed M-1 zoning.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Robert Bingham". The signature is written in a cursive, flowing style.

Robert Bingham

RCB Designs Corp

801.458.1004

Chase@RCBdesigns.pro