

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

REGULAR MEETING AGENDA OF THE
CITY COUNCIL OF LAYTON, UTAH

PUBLIC NOTICE is hereby given that the City Council of Layton, Utah, will hold a regular public meeting in the Council Chambers in the City Center Building, 437 North Wasatch Drive, Layton, Utah, commencing at **7:00 PM on December 16, 2021.**

AGENDA ITEMS:

1. **CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION, APPROVAL OF MINUTES:**
   A. Minutes of Layton City Council Work Meeting — November 18, 2021

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. Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2021
   B. Community Development Block Grant Warranty Deed for Have a Heart — Resolution 21-55 — 552 South Kimball Drive
   C. Amended Subdivision Plat — Oak Forest Phases 3 and 7 Subdivision, 1st Amendment — 2287 North 2575 East and 2535 East 2250 North
   D. Agreement Between Layton City and Holmes Creek Irrigation Company Regarding the Holmes Creek Reservoir Outlet Pipe — Resolution 21-56 — from Approximately the Holmes Creek Reservoir Outlet Structure (2600 East) to Gentile Street (1800 East)
   E. Agreement for the Purchase of Land Between Layton City and Tyler Earl — Resolution 21-57 — 1369 East Heather Drive

6. **PUBLIC HEARINGS:**

7. **UNFINISHED BUSINESS:**

ADJOURN:

Notice is hereby given that:

- A Work Meeting will be held at 5:30 PM to discuss miscellaneous matters.
- This meeting will also be live streamed via laytoncitylive.com and facebook.com/Laytoncity
  Online comments must be submitted via Web Feedback at laytoncity.org/LC/City/Connect
- In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.
- This meeting may involve the use of electronic communications for some of the members of this public body. The anchor location for the meeting shall be the Layton City Council Chambers, 437 North Wasatch Drive, Layton City. Elected Officials at remote locations may be connected to the meeting electronically.
- By motion of the Layton City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that chapter.

Date: _____ **By: _____**
Tori Campbell, Deputy City Recorder

LAYTON CITY does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the employment or the provision of services. If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify Layton City eight or more hours in advance of the meeting. Please contact Jamie Senninger at 437 North Wasatch Drive, Layton, Utah 84041, 801.336.3826 or 801.336.3820.

Citizen Comment Guidelines

For the benefit of all who participate in a PUBLIC HEARING or in giving PUBLIC COMMENT during a City Council meeting, we respectfully request that the following procedures be observed so that all concerned individuals may have an opportunity to speak.

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

Time: If you are giving public input on any item on the agenda, please limit comments to three (3) minutes. If greater time is necessary to discuss the item, the matter may, upon request, be placed on a future City Council agenda for further discussion.

New Information: Please limit comments to new information only to avoid repeating the same information multiple times.

Spokesperson: Please, if you are part of a large group, select a spokesperson for the group.

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

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

Thank you.

D R A F T

MINUTES OF LAYTON CITY COUNCIL WORK MEETING — **NOVEMBER 18, 2021; 5:31 P.M.**

MAYOR AND COUNCILMEMBERS PRESENT: — **MAYOR JOY PETRO, ZACH BLOXHAM, DAWN FITZPATRICK, CLINT MORRIS, AND DAVE THOMAS**

EXCUSED: — **TOM DAY**

STAFF PRESENT: — **ALEX JENSEN, GARY CRANE, STEVE GARSIDE, CHAD WILKINSON, TRACY PROBERT, TERRY COBURN, STEPHEN JACKSON, DAVID PRICE, ED FRAZIER, CHRIS SCHWARTZ, AND KIM READ**

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

Mayor Petro opened the meeting.

AGENDA:

COUNCIL MEMBER REPORT

Councilmember Bloxham reported on the meeting with Wasatch Front Regional Council during which a transportation discussion had taken place with officials from neighboring entities. Mayor Petro mentioned the break-out sessions led to a robust discussion and believed these discussions were pertinent for long-range planning of road connections between different entities.

COUNCIL MEMBER TRAINING

Gary Crane, City Attorney, reviewed possible Land Use Legislation for the 2022 Legislative session based on discussions within the development community, City Attorney's, and the Utah League of Cities and Towns (ULCT):

- Development Standards – different standards specific to sizes of sidewalks, roads, etc. He stated Layton City followed national engineering development standards.
- Commercial Incentives – the governor would like to reduce incentives for commercial development and pointed out how this could negatively affect development.
- Inclusionary zoning

- Annexation – 3rd party standing. He pointed out a judge had sustained a third party contest of an annexation.
- Administrative Decisions by Legislative Bodies – suggested that multi-family housing determinations would be mandated by state law.
- Speed in decision-making/Land Use Application Processing
- Vesting
- ADU (Accessory Dwelling Unit) clarification – impact fees, number of units
- Annexation – standing
- Short-term rentals
- Development Agreements

Alex Jensen, City Manager, suggested both the development community and City needed to be responsible in addressing issues respective to each entity and then cooperatively work together toward a resolution. Mr. Crane expressed agreement more collaboration was needed between the development community and city government and the discussion continued.

UPDATE BY DAVIS COUNTY COMMISSION

Mayor Petro acknowledged Commissioner Bob Stevenson's attendance at the meeting and allowed him to address the Council. Commissioner Stevenson mentioned counties within the state were also experiencing similar issues and reviewed some of the development issues recently experienced by Davis County. He requested some of the information shared during the update not be posted on social media platforms and briefly reviewed the following topics being explored by the Commission:

- the collaboration between the cities and fire departments within the county specific to paramedic services
- 9-1-1 dispatch center
- funding contributions toward the West Davis Corridor
- the I-15 road construction project in the local area and the amount of time it was taking
- other projects which had been completed using grant funding from Davis County
- proposed changes at the Legacy Events Center
- sewage pumping stations
- improvement of Valley View Drive

He complimented the City for its leadership and progressive attitude and a discussion followed. He extended an invitation to the Council to visit with the Commission regarding issues of concern at any

time. He asked if there were any questions and there were none.

He mentioned the 2021 Municipal Election and stated he was pleased to see so many candidates had made the decision to seek elected office.

Commissioner Stevenson left the meeting at 6:19 p.m.

ANNUAL MODERATE INCOME HOUSING PLAN REPORT

Chad Wilkinson, Community and Economic Development Director, reminded the Council, the City was required to provide an annual update on the progress specific to the Moderate Income Housing Plan which was adopted in 2019. He pointed out term Moderate Income Housing was identified as housing that was affordable for those earning 80% or less than the area median income (AMI). He also reminded the Council of SB34, which required the City to identify three or more of the 23 strategies identified in the law to implement. He identified the following strategies:

- Strategy 1 – Accessory Dwelling Units (ADU) – The City adopted an expanded ADU ordinance.
- Strategy 2 – Continue working with Davis Community Housing Authority to support its affordable housing programs including the Down Payment Assistance Program. He reported the City had administered 16 grants through the Down Payment Assistance Program and seven grants through the Emergency Home Repair/Rehab Program in 2021 using CDBG (Community Development Block Grant) funding.
- Strategy 3 – Continue to promote investments near transit. The City consolidated and transferred property to the RDA in anticipation of partnering with a potential developer to build high density housing near the Frontrunner Station.
- Strategy 4 – Explore and monitor parking demand trends. The City had adopted a parking reduction ordinance specific for multi-family housing and reported it had enabled several residential projects to develop and had enabled more housing. He pointed out the parking for townhomes had not been reduced based on the survey; however, it appeared the implemented modifications specific to multi-family housing were adequately applied.

He reviewed 5-year projected housing supply with the Council. He informed the Council there were some tools available to the City to increase affordable housing units and continued to review the supply and availability of affordable housing in Layton City. He indicated Staff would be proposing a higher amount of funding be appropriated for the Down Payment Assistance Program.

He stated the City's report would be forwarded to the Department of Workforce Services and pointed out the City was required to adopt a new updated Moderate Housing Plan every five years.

EASEMENT AGREEMENT BETWEEN LAYTON CITY AND UTAH DEPARTMENT OF TRANSPORTATION – RESOLUTION 21-50 – 1705 WEAVER LANE

David Price, Parks and Recreation Director, explained the resolution would authorize a perpetual easement with UDOT (Utah Department of Transportation) to provide for the purpose of constructing a 10-mile trail in conjunction with the West Davis Corridor. He reminded the Council, Kays Creek Homeowner's Association had dedicated 16.51 acres of property to the City for the purpose of a future park and open space. He added the proposed 10-mile trail would extend from the Emigration Trail (West Point City) to Legacy Park Trail (North Salt Lake). He also pointed out this trail would allow for a perimeter trail around the proposed park. The Agreement also identified all encumbrances included in the original deed of property to the City from Kays Creek Estates. He added UDOT's trail would be constructed and maintained in the future by UDOT. He mentioned the City had not yet made a determination when the park was proposed for completion. Councilmember Fitzpatrick requested clarification with the trail near Weaver Lane in conjunction with the West Davis Corridor and Mr. Price provided an update and a discussion followed. Mr. Price stated Staff would reach out to UDOT for clarification specific to that particular trail crossing.

DISCUSSION – CITY COMMUNICATIONS

Alex Jensen, City Manager, reported Staff was consistently working at keeping the City's communication systems effective and reported improvements to the City's website were being proposed and informed the Council some had already been implemented. Tracy Probert, Finance Director, briefly reviewed some of the implemented changes. He informed the Council the responsibility for updates to information provided on the website was the responsibility of the respective departments. A discussion took place regarding Facebook postings appearing on the website. The Council was pleased with the proposed changes and also provided some suggestions.

CLOSED MEETING TO DISCUSS PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY, INCLUDING ANY FORM OF A WATER RIGHT OR WATER SHARES

The Closed Meeting did not take place.

MAYOR'S REPORT

Mayor Petro reported Open Doors had been identified as a model within the state with how it had appropriated COVID funding for rental assistance and mentioned the state would be adopting what it had implemented. She also mentioned the respite and crisis child care center operated by Open Doors had been recognized. She shared statistics reflecting a significant increase in requests for services and highlighted some of the benefits and/or services it provided. She requested the Council be prepared to refer those services to the public and provided contact information.

The meeting adjourned at 6:55 p.m.

_____

Kimberly S Read, City Recorder

LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET

Item Number: 5.A.

Subject:
Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2021

Background:
The Council hires an independent external auditor each year as required by Utah State law. The independent auditor applies Generally Accepted Governmental Auditing Standards in the process of performing an annual audit of the City's financial records, controls, and statements.

The Finance Director and independent auditor will present the financial statements and auditor reports to the Council for their acceptance.

Alternatives:
Alternatives are to 1) Accept the financial and auditor reports as presented; or 2) Request additional information from the auditor or staff.

Recommendation:
Staff recommends the Council accept the financial and auditor reports as presented.

LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET

Item Number: 5.B.

Subject:
Community Development Block Grant Warranty Deed for Have a Heart — Resolution 21-55 — 552 South Kimball Drive

Background:
Staff has been working with Have a Heart and Davis School District (DSD) for many years now to provide homes for low to moderate income home buyers through the Community Development Block Grant (CDBG) program. On May 6, 2021, Council approved the Annual Action Plan, 2021-2022, to continue working with DSD and/or Have a Heart to provide additional housing opportunities. The City purchased a lot located at 552 S Kimball Drive. For program year 2021-2022, Have a Heart has elected again to partner with the City and the CDBG program to construct a home for a qualified family. The City works with Have a Heart when DSD is currently unable to participate in the program. Have a Heart successfully constructed the home located at 205 S Angel Street.

Have a Heart is an independent 501(c)(3) non-profit organization with a partnership between the Northern Wasatch Association of Realtors and the Northern Wasatch Home Builders Association to help implement their mission. Have a Heart constructs and sells homes to needy families at a substantially discounted price. This is made possible by builders and subcontractors donating their supplies, services and labor hours. The Association of Realtors also donates services and commissions.

Have a Heart would like to build one of their homes on the lot located at 552 S Kimball Drive. The home design and color scheme would be approved by the Community and Economic Development Director and the CDBG Administrator. Have a Heart would then sell the home to a low to moderate income home buyer and verified by the CDBG Administrator.

Through the attached Warranty Deed, the City will provide a building lot (552 S Kimball Drive, also referred to as "all of Lot 102, Rosewood Subdivision – 1st Amendment") to Have a Heart. The funds used to pay for the lot were budgeted in the CDBG Annual Action Plan, 2021-2022.

Alternatives:
Alternatives are to 1) Adopt Resolution 21-55 and execute the Warranty Deed with Have a Heart; 2) Adopt Resolution 21-55 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 21-55 and remand to Staff with directions.

Recommendation:
Staff recommends Council adopt Resolution 21-55 and execute the Warranty Deed with Have a Heart.

RESOLUTION 21-55

A RESOLUTION ADOPTING AND APPROVING A WARRANTY DEED WITH HAVE A HEART

WHEREAS, Layton City and Have a Heart are desirous to construct one (1) house for a low to moderate income family; and

WHEREAS, the City will provide a Community Development Block Grant purchased lot located at 552 S Kimball Drive, also referred to as "all of Lot 102, Rosewood Subdivision – 1st Amendment", to Have a Heart for the construction of the house; and

WHEREAS, the City will assist Have a Heart in finding a low to moderate income home buyer to purchase the completed house; and

WHEREAS, the City desires to execute a Warranty Deed to accomplish this purpose; and

WHEREAS, the City Council of Layton City finds it to be in the best interest of the City to execute a Warranty Deed.

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

1. That the "Warranty Deed" conveying property located at 552 S Kimball Drive, also referred to as "all of Lot 102, Rosewood Subdivision – 1st Amendment" from Layton City to Have a Heart, attached hereto and incorporated herein by this reference, be adopted and approved.

2. That the Mayor is authorized to execute the Warranty Deed, and the Mayor is authorized to approve the final terms of the Deed.

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

PASSED AND ADOPTED by the City Council of Layton, Utah, this ____ **day of** _____**, 20**__.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

GARY R. CRANE, City Attorney

Department Director

WHEN RECORDED, MAIL TO:
Layton City
CDBG Administrator
437 N Wasatch Drive
Layton, UT 84041

WARRANTY DEED

LAYTON CITY CORPORATION, GRANTOR, of 437 North Wasatch Drive, City of Layton, County of Davis, State of Utah, does hereby **CONVEY** and **WARRANT** to Have a Heart, a 501(c)(3) non-profit organization, of 5703 South 1475 East, City of South Ogden, County of Weber, State of Utah, for the sum of Ten Dollars ($10.00) and/or other valuable consideration, the following described tract(s) of land in Davis County, State of Utah:

Legal Description as recorded with the Davis County, Utah Recorder's Office:

ALL OF LOT 102, ROSEWOOD SUBDIVISION - 1ST AMENDMENT. CONT. 0.18000 ACRES.

PARCEL NO. 11-884-0102

WITNESS, the hands of said Grantors, this _____ day of _____, 2021.

GRANTOR:

_____
JOY PETRO, Mayor

ATTEST:

_____
KIMBERLY S READ, City Recorder

STATE OF UTAH)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2021, personally appeared before me JOY PETRO, who duly acknowledged to me that she is the MAYOR of LAYTON CITY, and who duly acknowledged to me that LAYTON CITY is the owner of the above noted property, and that the document was signed by her in behalf of said corporation, and JOY PETRO acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC

The WARRANTY DEED signed by JOY PETRO dated the _____ day of _____, 2021, has been accepted by Have a Heart on the _____ day of _____, 2021.

_____
MIKE OSTERMILLER, EXECUTIVE DIRECTOR

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2021, personally appeared before me MIKE OSTERMILLER, who duly acknowledged to me that he is the EXECUTIVE DIRECTOR of HAVE A HEART, and that the document was signed by him in behalf of said corporation, and MIKE OSTERMILLER acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC

GRANT AGREEMENT

CONTRACT PARTIES: This Agreement is made by and between **LAYTON CITY CORPORATION,** a municipal corporation of the State of Utah, hereinafter "City", and **HAVE A HEART**, an independent 501(c)(3) non-profit organization hereinafter "SUBRECIPIENT."

WHEREAS, the parties are desirous of entering into an agreement for the City to provide a building lot, purchased with Community Development Block Grant (hereinafter "CDBG) funds, set forth in Exhibit "B", Basis for Compensation, to the SUBRECIPIENT to assist with the construction of one house

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth below, the parties agree to the following:

TERMS

1. PURPOSE: To provide one building lot for the construction of one affordable house in Layton City.

2. CONTRACT TERM: The term of this Agreement shall run from the date of this Agreement to June 30, 2021.

3. SCOPE OF SERVICES: SUBRECIPIENT shall provide those services and allocate funds accordingly as set forth in Exhibit "A", Scope of Work, which is attached hereto and by this reference incorporated herein.

4. ACTIVITIES FUNDED: The City shall, from its CDBG funding, provide the building lot for the services described in Exhibit "A", Scope of Work.

5. BUDGET: The City shall not provide any funds for services as contemplated by the terms of this Agreement. The basis for said compensation is set forth in Exhibit "B", Basis for Compensation, which is attached hereto and by this reference incorporated herein. Nothing herein shall require the City to use any other funding source other than CDBG funds, to satisfy its commitment under this Agreement.

6. ADMINISTRATIVE REPRESENTATIVE: The designated representatives of the parties for purposes of administering this Agreement shall be:

CITY: Community Development Block Grant Administrator
Department of Community and Economic Development
437 N. Wasatch Dr.
Layton, UT 84041

SUBGRANTEE: Executive Director
Have a Heart
5703 S. 1475 E. Suite 1
South Ogden, UT. 84403

7. STATEMENTS: SUBRECIPIENT shall submit a report to the Department of Community and Economic Development every six (6) months detailing their progress in building the house. The first report shall be submitted six (6) months from the date of this Agreement.

8. VERIFICATION OF SERVICES: SUBRECIPIENT shall maintain thorough records of all business transactions and shall give City and United States Department of Housing and Urban Development (hereinafter "HUD"), through any authorized representatives, access to and the right to verify, inspect, and examine all records, books, papers or documents to all SUBRECIPIENT operations funded in whole or in part under this Agreement. The right to verify, inspect and examine all records as described herein shall extend for a period of five (5) years following the termination of this Agreement.

9. INFORMATION: Subject to all Federal, State and local laws, ordinances and regulations, the City and HUD shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, materials, or other information prepared under or in conjunction with this Agreement.

10. REPORTS: On or before July 31, 2022, SUBRECIPIENT shall submit to the City a yearly report on project performance on forms acceptable to the City.

11. AUDIT: SUBRECIPIENT shall provide the City with a copy of a financial audit of the program funded under this Agreement immediately upon availability. Said audit shall be prepared by a qualified auditor who is licensed as a certified public accountant.

12. CONFLICT OF INTEREST: SUBRECIPIENT shall establish safeguards to prohibit its employees, board members, advisors and agents from using positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. SUBRECIPIENT shall disclose to the City any conflict of interest or potential conflict of interest described above, immediately upon discovery of such conflict.

13. ETHICAL STANDARDS: SUBRECIPIENT represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) 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 or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance.

14. INDEPENDENT CONTRACTOR: For the purpose of this Agreement, it is understood that the parties are independent contractors and no employee or agent of the respective parties is, for any purpose of this Agreement, an employee or agent of the other.

15. INDEMNIFICATION: SUBRECIPIENT agrees and covenants to indemnity and hold the City, its officers, employees and agents, harmless of and from any and all claims of loss, damages or injury sustained by any person or damage or injury sustained by any person or damage to property and all expenses, including reasonable attorney's fees incurred or thereby arising from the performance of the SUBRECIPIENT's principals, staff, agents, contractors or employees under the provisions of this Agreement. SUBRECIPIENT agrees that said indemnification shall extend to any claim asserted against the City, its officers, employees and agents, by HUD as a result of this Agreement or the grant made pursuant hereto, regardless of the fault or non-fault of SUBRECIPIENT in connection with such claim. The foregoing notwithstanding, the SUBRECIPIENT shall not be obligated to indemnify the City for any damages which are caused by or result from the fault of the City or its agents, officers or employees.

16. FEDERAL REGULATIONS: SUBRECIPIENT shall administer this Agreement in compliance with all applicable federal, Utah State, and Layton City laws, ordinances, and regulations, or their

successors or replacements, including but not limited to the following federal regulations, or their successors or replacements, which are incorporated herein by reference:

a. 570.601 Public Law 88-353 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
   (a) The following requirements apply according to sections 104(b) and 107 of the Act:
      (1) Public Law 880352, which is title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1.
      (2) Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620).

   (b) Executive Order 11063, as amended by Executive Order 12259 (3CFR, 1959-1963Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply;

b. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto [24 CFR Section 570.601 and 570.602];

c. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60 (Equal Opportunity in Employment);

d. The Age Discrimination Act of 1975, as amended, [Pub, L. 94-135] and implementing regulations when published for effect [24 CFR Part 146];

e. Section 504 of the Rehabilitation Act of 1973 [Pub. L. 93-112], as amended and implementing regulations when published for effect [24 CFR Part 8];

f. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing, regulations at 24 CFR Part 10 and 24 CFR Part 570.606;

g. The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;

h. Executive Order 11988 relating to the evaluation of flood hazards and executive Order 11288 relating to the prevention, control, and abatement of water pollution;

i. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 and the regulations in 44 CFR parts 59 through 79 apply to funds provided under part 570.605;

j. The requirements and standards of OMB Circular No. A-122, *Cost principles for Educational Institutions,* as applicable, and OMB Circular A-133, *Audits of Institutions of higher Education and Other Nonprofit Institutions,* (as set forth in 24 CFR part 45). Audits shall be conducted annually. The provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations)* or the related CDBG provision, as specified in this paragraph;

k. The lead-based paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act [42 USC 4801, et seq.]. SUBRECIPIENT shall comply

with said regulations, including providing every property owner or tenant of projects, which SUBRECIPIENT funds, with a copy of the HUD issued form entitled *Protect Your Family from Lead in Your Home* and a copy of *Disclosure of information on Lead-Based paint and Lead-Based paint Hazards.* See also 24 CFR 570.608;

l. No CDBG funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed [24 CFR Part 87];

m. Limitations and conditions on the use of CDBG funds by religious organizations [24CFR 570.503(b)(6) and 24 CFR 570.200(j)];

n. The prohibition of use of debarred, suspended or ineligible contractors or sub-recipients in any contract [24 CFR 570.609];

o. Compliance with mandatory energy efficiency standards and policies in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act [Pub. L. 94-163][24 CFR 85-36(I)(13). See also 24 CFR Part 39];

p. Where asbestos is present in property undergoing rehabilitation, federal requirements apply regarding worker exposure, abatement procedures and disposal. See Notice CPD-90-44 for further details;

q. Provisions regarding the reversion of assets and/or return of excess funds, including any accounts receivable attributable to CDBG funds, and requirements regarding the post-close-out use of real property acquired or improved with CDBG funds [24 CFR 570.503(b)(8)];

r. Program income received by SUBRECIPIENT is to be returned to the City or retained by SUBRECIPIENT in accordance with provisions enumerated in 24 CFR section 570.503 and 570.504(c). Where program income is to be retained by SUBRECIPIENT, the activities that will be undertaken with program income shall be the same as those specified in Exhibit "A" –Scope of Work of the loan agreement and all provisions of the written agreement shall apply to the specified activities. When SUBRECIPIENT retains program income, transfer of loan funds by the City to SUBRECIPIENT shall be adjusted according to the principles described in paragraphs (b)(2)(I) and (ii) of 24 CFR 570.504. Any program income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the City as required by 24 CFR section 570.503(b)(8).

The requirements set forth in 24 CFR 570.504(c). At the end of the program year, the City requires remittance of all interest earned on program income balances (including investments thereof) held by SUBRECIPIENT as required by the provisions at 570.500(b).

Layton City will track all interest earned on program income balances;

s. Environmental Review Responsibilities. (i) SUBRECIPIENT does not assume the City's environmental responsibilities described at section 570.604; and (ii) SUBRECIPIENT does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR part 52.

17. REDUCTION IN ADMINISTRATIVE COMPENSATION: In the event that HUD should, for any reason, reduce or eliminate the City's CDBG funding, the City shall have the right to renegotiate the

amount of compensation due SUBRECIPIENT for the ACTIVITIES FUNDED as provided herein, or, at the sole discretion of the City, to terminate this Agreement.

18. TERMINATION FOR CAUSE: The City shall have the right to terminate this Agreement for cause in the event: SUBRECIPIENT fails to fulfill in timely or satisfactory manner any of the activities set forth in its Scope of Work as set forth in Exhibit "A" and fails to cure any default after seven (7) days written notice from the City of such default or breach; SUBRECIPIENT breaches or violates any covenant, agreement or assurance herein; or in the event any source of funding of this Agreement set forth in the paragraph above entitled "Reduction in Administrative Compensation" becomes impounded or otherwise unavailable, reduced or eliminated. In order to so terminate for cause, the City shall give SUBRECIPIENT written notice by certified mail specifying the cause and the effective date of termination which may be effective upon SUBRECIPIENT's receipt of notice, except as specifically provided above. In the event the City terminates this Agreement due to SUBRECIPIENT's failure to cure any default as provided herein or due to SUBRECIPIENT's breach or violation of any covenant, agreement or assurance herein, the City may, at its option, make written demand for repayment of, and SUBRECIPIENT shall immediately upon receipt of such written demand of the City, repay all sums received by SUBRECIPIENT from the City under this Agreement as of the date of said demand, plus interest thereon at the highest legal rate plus all expenses incurred by the City, including reasonable attorney's fees incurred in recovering said sums.

19. TERMINATION WITHOUT CAUSE: The City, without cause, may terminate this Agreement by giving SUBRECIPIENT thirty (30) day written notice by certified mail.

20. SETOFF: Notwithstanding any provision appearing to the contrary, SUBRECIPIENT shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by SUBRECIPIENT. The City may withhold payment of compensation to SUBRECIPIENT for the purpose of setoff until such time as the exact amount of damage incurred by the City which would be due from SUBRECIPIENT is determined and paid. Such damages may include HUD's disqualification of ACTIVITIES FUNDED because of SUBRECIPIENT's failure to properly administer the same.

21. REVERSION OF ASSETS: SUBRECIPIENT must return any CDBG funds on hand at the end of this Agreement. If the SUBRECIPIENT fails to complete the project, or if the Agreement is terminated for cause as provided in Paragraph 18 above, the SUBRECIPIENT shall convey the underlying land back to the City unencumbered.

22. INTEGRATED DOCUMENT: This Agreement embodies the entire Agreement between City and SUBRECIPIENT for the scope of services and their terms and conditions. No verbal agreements or conversation with any officer, agent or employee of the City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon the City.

23. AMENDMENTS: This Agreement may be amended only by written agreement of the parties hereto.

24 SEVERABILITY OF PROVISIONS: If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws.

25. NON-ASSIGNABILITY: SUBRECIPIENT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement without written consent of the City.

26. NO THIRD PARTY BENEFICIARIES: SUBRECIPIENT's obligations are solely to the City and to HUD and the City's obligations are solely to SUBRECIPIENT and to HUD. This Agreement shall confer no third party rights whatsoever other than those between the parties hereto and HUD.

27. SUCCESSORS: SUBRECIPIENT covenants that the provisions of this Agreement shall be binding upon heirs, successors, sub-contractors, representatives and agents, subject to the provisions set forth in paragraph 25 of this Agreement.

28. AMBIGUITY: Any ambiguity in this Agreement shall be construed in favor of the City.

29. GOVERNING LAW: This Agreement shall be enforced in and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 29th day of November, 2021.

LAYTON CITY CORPORATION

By: Joy Petro
JOY PETRO, Mayor

APPROVED AS TO FORM:

GARY CRANE, City Attorney

ATTEST:

Kimberly S Read
KIMBERLY S READ, City Recorder

HAVE A HEART

By:
MIKE OSTERMILLER, Executive Director

State of Utah)
: ss.
County of Davis)

The forgoing instrument was acknowledged before me this 19 day of November, 2021 by MIKE OSTERMILLER, Executive Director of Have a Heart, an independent 501(c)(3) non-profit organization.

Kristi Jeppesen
NOTARY PUBLIC, residing in Weber County, Utah

My Commission Expires:

August 25, 2024

KRISTI JEPPESEN
Notary Public, State of Utah
Commission # 713181
My Commission Expires On
August 25, 2024

EXHIBIT "A"

SCOPE OF WORK

The mission of the Have a Heart program is to help families realize the American dream of homeownership. In total, Have a Heart has provided homes for over twenty families. The Have a Heart project began in 1998 as a community service project from the Northern Wasatch Association of Realtors. The Northern Wasatch Home Builders Association joined soon after. With their help, Have a Heart has been able to construct new homes in Davis and Weber counties. Have a Heart sells new homes to families, with various special needs at a substantially discounted price. This is made possible by builders and subcontractors who donate their supplies, services and labor hours.

Layton City will provide a lot purchased by Community Development Block Grant money to the Have a Heart program to assist with the construction of one house. Upon completion, the house will be sold to a low to moderate income buyer. The City currently owns the property that has been subdivided into a residential lot that will be used as a building lot for the one (1) house described in this Exhibit "A".

Have a Heart, in cooperation with Layton City, will find a buyer for the house. The buyer must meet United States Department of Housing and Urban Development qualifications and must obtain third party financing. The sale price of the house will be agreed upon by both Have a Heart and the City. After the sale price has been selected and an appraisal completed, Layton City will carry a Promissory Note and Deed of Trust, agreed upon by the buyer, for the difference between the sale price and the appraisal.

Have a Heart will oversee the construction of the house. Construction on the house will begin in 2022 and be completed by June 2023.

EXHIBIT "B"

BASIS FOR COMPENSATION

The City will provide the Community Development Block Grant purchased lot, on which will be constructed one house. The lot is located at 552 S Kimball Drive, Layton, Utah 84041, also referred to as "all of lot 102, Rosewood Subdivision – 1st Amendment".

All necessary City ordinances and codes will be followed for the construction of the house.

LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET

Item Number: 5.C.

Subject:
Amended Subdivision Plat — Oak Forest Phases 3 and 7 Subdivision, 1st Amendment — 2287 North 2575 East and 2535 East 2250 North

Background:
The applicant, Margie M. Brown, is requesting to amend Lots 68 and 69 of Oak Forest Phase 3 and Lots 196 and 197 of Oak Forest Phase 7 Subdivisions. The applicant owns three of the four lots being amended, which are Lots 69, 196 and 197. Nathan and Michelle Waite have ownership of Lot 68.

The amendment for Phase 3 involves shifting and correcting the side property lot line approximately 10 to 20 feet between Lots 68 and 69. This shift will place the property line where the existing fence is located. Lot 69 also becomes larger by taking some property from Lot 197 and a minor piece from Lot 196 in Phase 7.

The amendment for Phase 7 will consist of taking property from Lot 197 and a minor piece from Lot 196 and adding it to Lot 69 in Phase 3. This amendment also squares off lot 196 by creating a traditional rectangular lot.

After adjusting the residential lots, all four lots will still meet the area and frontage requirements of the R-1-10 (Single-Family Residential) zone.

Alternatives:
Alternatives are to 1) Grant amended plat approval to the Oak Forest Phases 3 and 7, 1st Amendment subdivision subject to meeting all Staff requirements as outlined in Staff memorandums; or 2) Deny the proposed amendment to Oak Forest Phases 3 and 7, 1st Amendment subdivision.

Recommendation:
The Planning Commission is scheduled to review the item at its meeting on December 14, 2021. Staff will provide the Council with the Commission's recommendation after the meeting. Review of this item has been expedited at the request of the applicant in order to accommodate a future sale of the property. Staff recommends the Council approve the Oak Forest Phases 3 and 7, 1st Amendment subdivision subject to meeting all City requirements.

Layton City

Staff Report

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING DIVISION

To: City Council

From: Kem Weaver, Planner II

Date: December 16, 2021

Re: Oak Forest Phases 3 and 7 Subdivision, 1st Amendment

Location: 2287 North 2575 East and 2535 East 2250 North

Zoning: R-1-10 (Single-Family Residential)

Description:
The applicant, Margie M. Brown, is requesting to amend property lines between Lots 68 and 69 of Oak Forest Phase 3 and Lot 196 and 197 of Oak Forest Phase 7 Subdivision. The applicant has ownership of three of the four lots being amended, Lot 68 is owned by Nathan and Michelle Waite.

A lot line adjustment application is typical for a proposed shift in a shared rear property line, and is approved administratively. However, because the shift is between two different phases within the subdivision, a plat amendment approval is required to shift the boundary line of the subdivision phases.

Background:
The Phase 3 amendment involves shifting and correcting the side property line between Lots 68 and 69. The existing fence line between these two lots is located within 10 to 20 feet onto Lot 68 per the current Phase 3 plat and has been the common boundary for many years. This amendment will place the property line on the existing fence line. Lot 69, which is the applicant's lot, will also incorporate property from Lot 197 and a minor piece from Lot 196 from Phase 7. Lots 196 and 197 are owned by the applicant.

The Phase 7 amendment shifts the rear property line to the south taking property from Lot 197 and a minor piece from Lot 196 to be incorporated into Lot 69 of Phase 3. The applicant currently uses the three lots for gardening purposes and the property will not be built on in the near future.

All four resulting lots meet the minimum lot size and frontage for the underlying zone. The lot numbers will change with these plat amendments. In Phase 3, Lots 68 and 69 will become Lots 787 and 788 respectively. In Phase 7, Lots 196 and 197 will become Lots 789 and 790 respectively.

The plat amendment vacates the existing public utility and drainage easements on the affected property lines. The City has received notifications and letters from the utility companies stating there are no utilities located within these easements. New public utility and drainage easements will be established along all amended property lines and within all four lots.

Recommendation:
The Planning Commission is scheduled to review the item at its meeting on December 14, 2021. Staff will provide the City Council with the Commission's recommendation after the meeting. Review of this item has been expedited at the request of the applicant in order to accommodate a future sale of the property. Staff recommends the Council approve the Oak Forest Phases 3 and 7 Subdivision, 1st Amendment subject to meeting all City requirements.

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

MEMORANDUM

TO: Planning Commission
City Council

FROM: Stacy Majewski, Staff Engineer

CC: Community & Economic Development

DATE: November 18, 2021

SUBJECT: Oak Forest Phases 3 and 7 Subdivision Amendment (3rd review)
2287 North 2575 East

We have reviewed the dedication plats and title reports submitted on November 12, 2021 for the proposed plat amendments for the Oak Forest Phases 3 and Phase 7 developments located at 2287 North 2575 East. The Engineering Department recommends the plat amendments be approved. The Engineering Department has found that the plat amendments meet the requirements as set forth in the Municipal Code and Engineering Standards and Design Guidelines.

Layton
Community • Prosperity • Choice

Mayor * Joy Petro
City Manager * Alex R. Jensen

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

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

M E M O R A N D U M

TO: Community Development

FROM: Cole Fessler, Deputy Fire Marshal

RE: Oak Forest PH 3 & 7 Subdivision

CC:
1) Engineering
2) Spencer Priest, spencer@gecivil.com
3) Margie M. Brown, lsiexec@gmail.com

DATE: October 21, 2021

I have reviewed the plat received on October 18, 2021 for the above referenced project. The Fire Department, with regard to the final plat, does not have any comments at this time. However, for future development our concerns include but are not limited to the following:

1. A minimum fire flow requirement will be determined for buildings that are to be built on this property. The fire flow requirement must be determined by the Fire Prevention Division of this department and will be based upon

the type of construction as listed in the building code and total square footage of the building. Prior to applying for a building permit, provide the Fire Prevention Division of this department the type and size of structure(s) to be built.

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

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

4. On site fire hydrants may be required.

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

CF\#4ANNEX/REZONE:sh
Plan #S21-182 District #15
Project Tracker #LAY2109013142
ERS#12209

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

Memorandum

To: Spencer Priest, Margie M. Brown

CC: Community Development, Fire, & Engineering

From: JoEllen Grandy, Parks Planner – Parks & Recreation

Date: October 22, 2021

Re: Oak Forest PH 3 & 7 Subdivision, Final Approval – 2287 N. 2575 E.

The properties located at 2287 North 2575 East (Tax ID#s 09-065-0417, 09-067-0197 and 09-067-0196) are within the existing Oak Forest Park neighborhood park service area.

The Parks and Recreation Department has reviewed the plans submitted on October 18th and has no comments or concerns regarding the subdivision amendment.

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

Layton City

OAK FOREST PHASES 3 & 7

1st AMENDMENT

2287 N. 2575 E. &
2535 E. 2250 N.

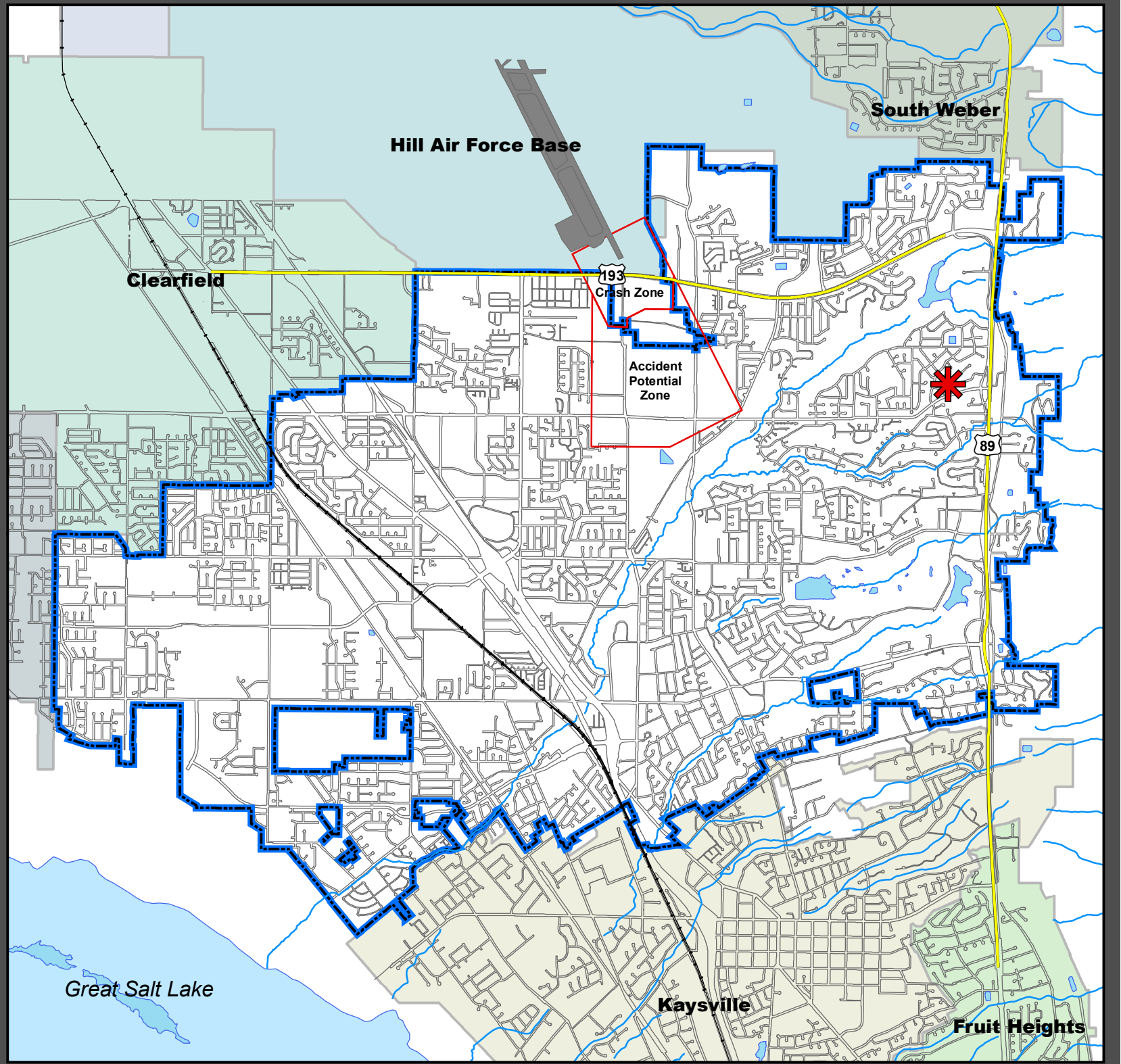
Legend

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

✱ - Project Site

N
W E
S

Map 1



Layton City

OAK FOREST PHASES 3 & 7

1st AMENDMENT

2287 N. 2575 E. &
2535 E. 2250 N.

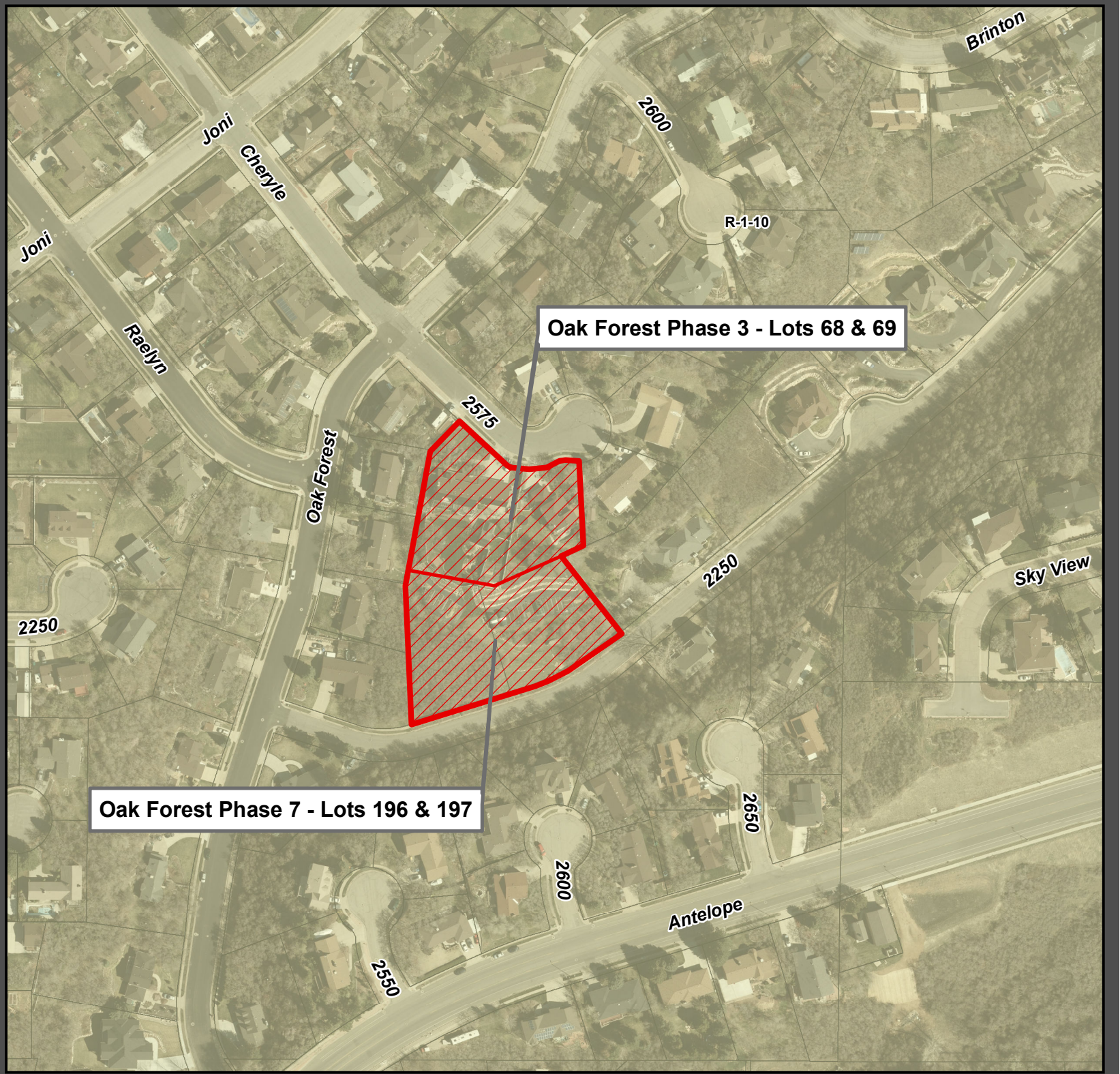
Legend

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

- Project Area

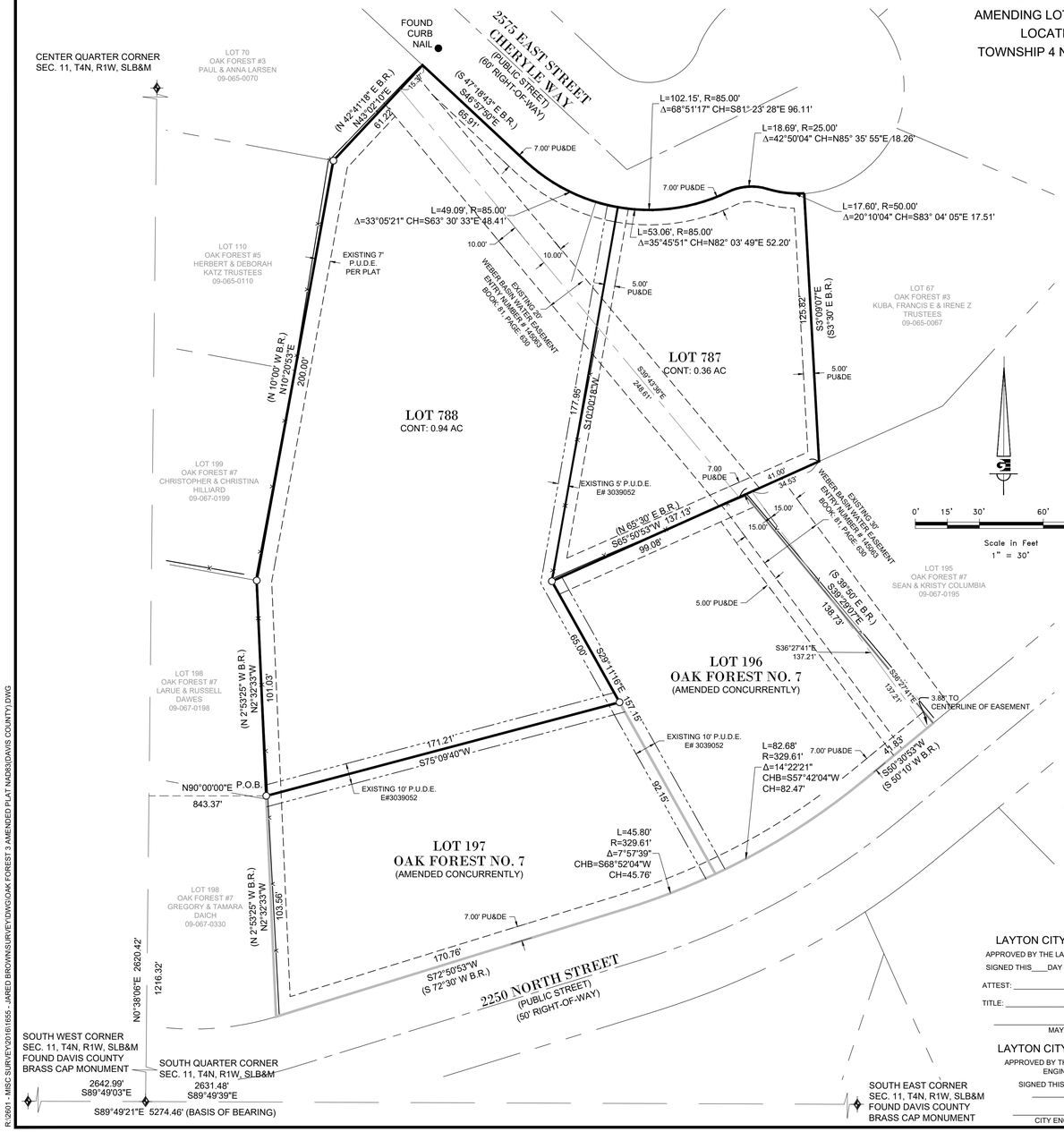
N
W E
S

Map 2



OAK FOREST PHASE 3 - 1ST AMENDMENT

AMENDING LOTS 68 AND 69 OF THE OAK FOREST PHASE 3 SUBDIVISION
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,
LAYTON CITY, DAVIS COUNTY, UTAH
JUNE 2021

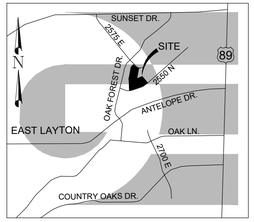


R:\2601 - MISC SURVEY\2018\1655 - JARED BROWN\SURVEY\DWG\OAK FOREST 3 AMENDED PLAT NAD83\DAVIS COUNTY).DWG

0' 15' 30' 60' 90'
Scale in Feet
1" = 30'

VICINITY MAP

NOT TO SCALE



LEGEND

- DAVIS COUNTY MONUMENT AS NOTED
- SET 24" REBAR & CAP "GARDNER ENGINEERING"
- AMENDED BOUNDARY
- ADJACENT PARCEL
- SECTION LINE
- EASEMENT
- EXISTING EASEMENT
- EXISTING FENCE LINE
- WEBER BASIN EASEMENT CENTERLINE

NOTES

1. ZONE R-1-10
2. SUBJECT PROPERTY FALLS WITHIN FEMA FLOOD ZONE "X" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. PER FEMA MAP NO. 49011C0233E WITH AN EFFECTIVE DATE OF JUNE 18, 2007.
3. RECORD INFORMATION REGARDING THE WATERLINE EASEMENT DOES NOT CONTAIN SUFFICIENT INFORMATION. THE EASEMENT SHOWN HEREON IS THE BEST REPRESENTATION OF THE EASEMENT.

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS THE LOTS AS SHOWN AND DESCRIBED HEREON. THIS PLAT IS RUNNING CONCURRENTLY WITH OAK FOREST NO. 7 FIRST AMENDMENT. A BOUNDARY LINE ADJUSTMENT WAS APPROVED BY LAYTON CITY IN 2017. AT THAT TIME THE EASEMENTS WERE VACATED AND RELOCATED TO COINCIDE WITH THE ADJUSTED LOT LAYOUT. THE LOT LINE ADJUSTMENT WAS ULTIMATELY REJECTED BY DAVIS COUNTY AND NOW 2 DIFFERENT PLAT AMENDMENTS ARE REQUIRED TO ADJUST THESE LOT LINES. THE SURVEY WAS ORDERED BY JARED BROWN. THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING DAVIS COUNTY SURVEY MONUMENTATION AS SHOWN HEREON. THE BASIS OF BEARING IS THE SOUTH LINE OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE 6TH PRINCIPAL MERIDIAN WHICH BEARS SOUTH 89°49'21" EAST NAD83 STATE PLANE GRID BEARING.

ACKNOWLEDGEMENT

STATE OF UTAH)
§
COUNTY OF WEBER)

On this_____day of_____2021, before me _____, A Notary Public, personally appeared MICHELLE WAITE, Proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal.

_____ STAMP

_____ NOTARY PUBLIC

LAYTON CITY APPROVAL

APPROVED BY THE LAYTON CITY COUNCIL.
SIGNED THIS____DAY OF _____, 2021.

ATTEST: _____

TITLE: _____

_____ MAYOR

LAYTON CITY PLANNING COMMISSION

APPROVED BY THE LAYTON CITY PLANNING COMMISSION.
SIGNED THIS____DAY OF _____, 2021.

_____ CHAIRMAN

LAYTON CITY ENGINEER

APPROVED BY THE LAYTON CITY ENGINEER.
SIGNED THIS____DAY OF _____, 2021.

_____ CITY ENGINEER

LAYTON CITY ATTORNEY

APPROVED BY THE LAYTON CITY ATTORNEY.
SIGNED THIS____DAY OF _____, 2021.

_____ CITY ATTORNEY

BOUNDARY DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 198, OAK FOREST NO. 7 BEING LOCATED NORTH 0°38'06" EAST 1216.32 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER AND NORTH 90°00'00" EAST 843.37 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION; RUNNING THENCE ALONG THE COMMON BOUNDARY WITH OAK FOREST NO. 7, OAK FOREST # 5 AND OAK FOREST # 3 THE FOLLOWING THREE (3) COURSES: (1) NORTH 02°32'33" WEST 101.03 FEET; (2) NORTH 10°20'53" EAST 200.00 FEET; (3) NORTH 43°02'10" EAST 61.22 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 2575 EAST STREET; THENCE ALONG SAID LINE THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 46°57'50" EAST 65.91 FEET; (2) ALONG THE ARC OF A 85.00 FOOT RADIUS CURVE TO THE LEFT 102.15 FEET, HAVING A CENTRAL ANGLE OF 68°51'17" WITH CHORD BEARING SOUTH 81°23'28" EAST 96.11 FEET; (3) ALONG THE ARC OF A 25 FOOT RADIUS CURVE TO THE RIGHT 18.69 FEET, HAVING A CENTRAL ANGLE OF 42°50'04" WITH A CHORD BEARING NORTH 85°35'55" EAST 18.26 FEET; (4) ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT 17.60 FEET, HAVING A CENTRAL ANGLE OF 20°10'04" WITH A CHORD BEARING SOUTH 83°04'05" EAST 17.51 FEET TO THE NORTHEAST CORNER OF LOT 68 OF OAK FOREST # 3; THENCE ALONG THE EAST LINE OF SAID LOT 68 SOUTH 03°09'07" EAST 125.82 FEET TO THE SOUTH LINE OF SAID LOT 68; THENCE ALONG SAID SOUTH LINE OF SAID LOT 68 SOUTH 65°50'53" WEST 137.13 FEET; THENCE SOUTH 29°11'16" EAST 65.00 FEET; THENCE SOUTH 75°09'40" WEST 171.21 FEET TO THE POINT OF BEGINNING. CONTAINING 1.30 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY AS SHOWN AND DESCRIBED ON THIS PLAT, AND HAVE SUBDIVIDED SAID PROPERTY INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS OAK FOREST PHASE 3 - 1ST AMENDMENT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN HEREON ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; THAT ALL LOTS MEET THE REQUIREMENTS OF THE LAND USE CODE; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS _____ DAY OF _____, 2021.

PROFESSIONAL LAND SURVEYOR
DATE
8227228
Klint H. Whitney
STATE OF UTAH

KLINT H. WHITNEY, PLS NO. 8227228

OWNER'S DEDICATION

I THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT:

OAK FOREST PHASE 3 - 1ST AMENDMENT

AND HEREBY DEDICATE, GRANT AND CONVEY TO LAYTON CITY, DAVIS COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO GRANT AND DEDICATE A PERPETUAL EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THE PLAT AS PUBLIC UTILITY AND DRAINAGE EASEMENTS (PUDE), THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES OR FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY LAYTON CITY, UTAH, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS.

SIGNED THIS ____ DAY OF _____ 2021.

MARGIE M. BROWN FAMILY TRUST DATED AUGUST 5TH, 1985

_____
BY: MARGIE M. BROWN - TRUSTEE

_____ BY: NATHAN WAITE

_____ BY: MICHELLE WAITE

ACKNOWLEDGEMENT

STATE OF UTAH)
§
COUNTY OF DAVIS)

On this _____ day of _____2021, personally appeared before me MARGIE M. BROWN, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the TRUSTEE of THE MARGIE M. BROWN FAMILY TRUST DATED AUGUST 5TH, 1985, and that said document was signed by him in behalf of said "Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said MARGIE M. BROWN acknowledged to me that said "Corporation executed the same.

STAMP _____ NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF UTAH)
§
COUNTY OF WEBER)

On this_____day of_____2021, before me _____, A Notary Public, personally appeared NATHAN WAITE, Proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal.

_____ STAMP

_____ NOTARY PUBLIC

DAVIS COUNTY RECORDER

BOOK NUMBER _____
PAGE NUMBER _____
ENTRY NUMBER _____
TIME RECORDED _____
DATE RECORDED _____
FEE PAID _____

_____ DAVIS COUNTY RECORDER

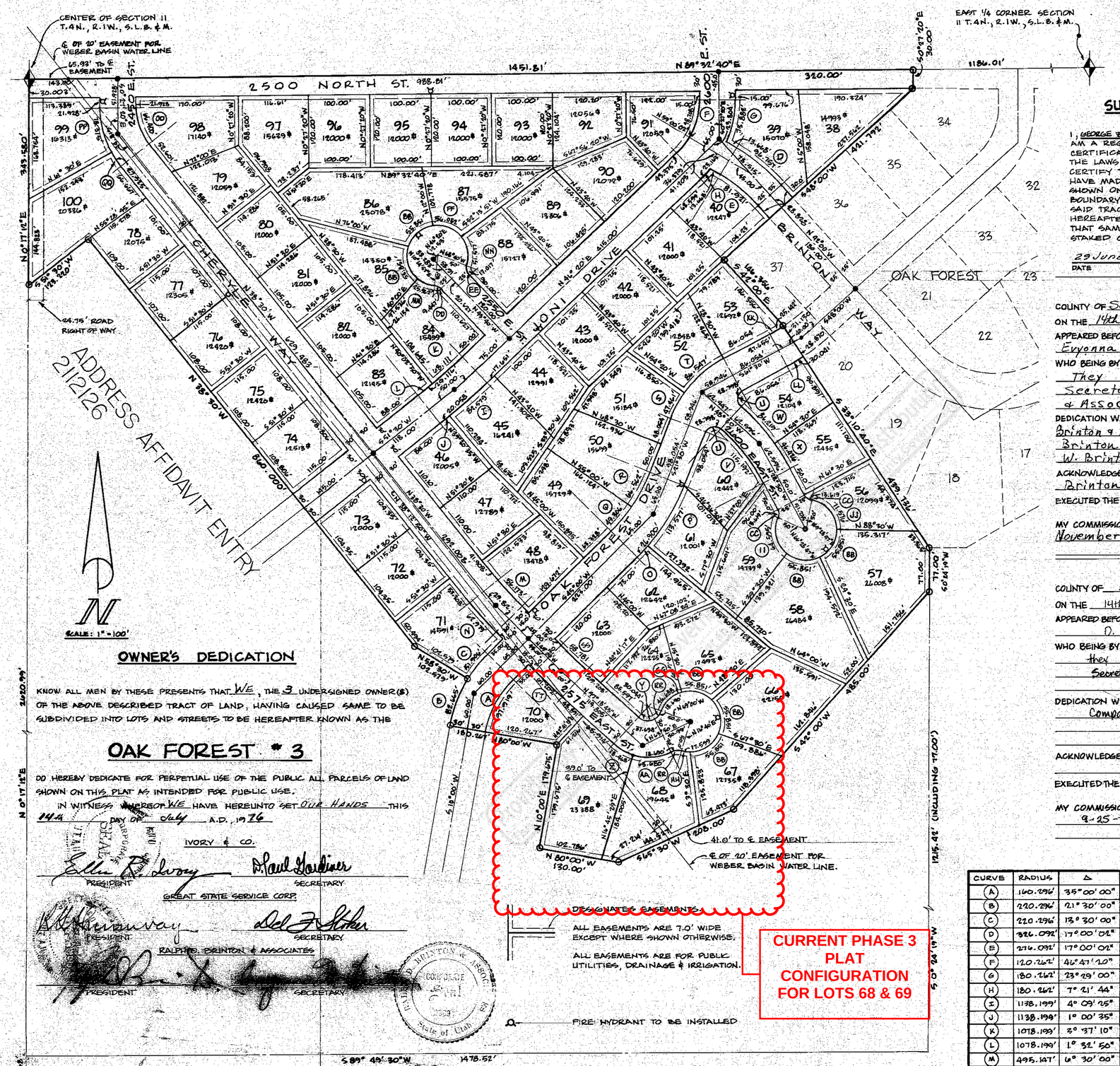
BY: _____ DEPUTY RECORDER

S1
1

GARDNER ENGINEERING
CIVIL • LAND PLANNING
MUNICIPAL • LAND SURVEYING
5150 SOUTH 375 EAST OGDEN, UT
OFFICE: 801.476.0202 FAX: 801.476.0066

OAK FOREST * 3

A SUBDIVISION LOCATED IN THE S.E. 1/4 OF SEC. 11, T.4N., R.1W., S.L.B.&M.



OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE 3 UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS THE

OAK FOREST * 3

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 14th DAY OF July A.D., 1976

IVORY & CO.

Ellis R. Ivory — PRESIDENT
D. Paul Gardiner — SECRETARY

GREAT STATE SERVICE CORP.

R.G. Shumway — PRESIDENT
Del F. Stoker — SECRETARY

RALPH D. BRINTON & ASSOCIATES

PRESIDENT — SECRETARY

SURVEYOR'S CERTIFICATE

I, GEORGE Z. APOSHIAN JR. DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 2967, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED IN THE BOUNDARY DESCRIPTION, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS OAK FOREST #3 AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

29 June 1976 — DATE

George Z. Aposhian Jr. — GEORGE Z. APOSHIAN JR.

REGISTERED LAND SURVEYOR — GEORGE Z. APOSHIAN JR. — 2967 — State of Utah

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS S89°32'40"W 1186.01 FEET FROM THE EAST 1/4 CORNER OF SECTION 11, T.4N., R.1W., S.L.B.&M., SAID POINT ALSO BEING THE NORTHWEST CORNER OF OAK FOREST ACCORDING TO THE OFFICIAL PLAT THEREOF IN THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE ALONG THE WESTERLY BOUNDARY OF SAID OAK FOREST THE FOLLOWING 4 COURSES: S0°27'20"E 30 FEET; S48°00'W 421.792 FEET; S42°00"E 146.356 FEET; S33°10'40"E 439.734 FEET; THENCE S0°24'19"W 77.00 FEET; THENCE S42°00"W 485.00 FEET; THENCE S45°30'W 208.00 FEET; THENCE N80°00'W 180.00 FEET; THENCE N10°00'E 179.675 FEET; THENCE N80°00'W 180.247 FEET TO A POINT ON A 220.296 FOOT RADIUS CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S80°00'E; THENCE NORTHEASTERLY ALONG SAID CURVE 82.665 FEET; THENCE N58°30'W 102.579 FEET; THENCE N38°30'W 860.000 FEET; THENCE S51°30'W 123.220 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE BEFORE MENTIONED SECTION 11; THENCE N0°17'12"E ALONG SAID 1/4 SECTION LINE 343.580 FEET TO THE CENTER OF SAID SECTION 11; THENCE N89°32'40"E 1491.81 FEET TO THE POINT OF BEGINNING.
CONTAINING 47.155 ACRES AND 63 LOTS.

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF Salt Lake

ON THE 14th DAY OF July, 1976, PERSONALLY APPEARED BEFORE ME Ralph D. Brinton and Evyonna W. Brinton

WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT They ~~is~~/ARE THE President and Secretary OF Ralph D Brinton & Associates, AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID Ralph D. Brinton & Associates BY AUTHORITY OF Ralph D. Brinton AND THE SAID Evyonna W. Brinton ACKNOWLEDGED TO ME THAT SAID Ralph Brinton EXECUTED THE SAME.

MY COMMISSION EXPIRES November 26, 1979 — Pamala Kowalis — NOTARY PUBLIC — RESIDING IN Salt Lake City

PAMALA KOWALIS NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF Salt Lake

ON THE 14th DAY OF July, 1976, PERSONALLY APPEARED BEFORE ME Ellis R. Ivory and D. Paul Gardiner

WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT they ~~is~~/ARE THE President and Secretary OF Ivory and Company, AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID Ivory and Company BY AUTHORITY OF Ellis R. Ivory AND THE SAID D. Paul Gardiner ACKNOWLEDGED TO ME THAT SAID Ellis R. Ivory EXECUTED THE SAME.

MY COMMISSION EXPIRES 9-25-78 — Berta R. Rees — NOTARY PUBLIC — RESIDING IN Salt Lake City

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF Salt Lake

ON THE 14 DAY OF July, 1976, PERSONALLY APPEARED BEFORE ME R.G. Shumway & Del F Stoker

WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT They ~~is~~/ARE THE President of Secretary of Great State Service Corp. AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID Great State Service Corp BY AUTHORITY OF R.G. Shumway & Great State Service AND THE SAID Del F Stoker ACKNOWLEDGED TO ME THAT SAID R.G. Shumway EXECUTED THE SAME.

MY COMMISSION EXPIRES 11-17-79 — Howard Kent — NOTARY PUBLIC — RESIDING IN Salt Lake City

HOWARD KENT NOTARY PUBLIC STATE OF UTAH

CURVE DATA

CURVE	RADIUS	Δ	LENGTH	CHORD	CURVE	RADIUS	Δ	LENGTH	CHORD	CURVE	RADIUS	Δ	LENGTH	CHORD
A	160.296'	35°00'00"	97.919'	96.404'	R	282.500'	13°30'00"	66.562'	66.409'	II	50.000'	74°01'13"	64.595'	60.196'
B	220.296'	21°30'00"	82.665'	82.181'	S	191.952'	14°10'00"	47.461'	47.340'	JJ	50.000'	82°01'13"	71.576'	65.619'
C	220.296'	13°30'00"	51.906'	51.786'	T	191.952'	25°50'00"	86.547'	85.815'	KK	307.958'	4°40'40"	25.142'	25.136'
D	326.092'	17°00'02"	96.767'	96.402'	U	15.000'	110°00'00"	28.798'	24.576'	LL	367.958'	4°40'40"	30.041'	30.033'
E	276.092'	17°00'02"	81.921'	81.621'	V	330.00'	20°00'00"	115.192'	114.608'	MM	50.000'	29°46'03"	25.962'	25.672'
F	120.262'	46°47'20"	98.208'	95.502'	W	380.00'	13°00'00"	86.219'	86.034'	NN	50.000'	59°06'09"	51.577'	49.320'
G	180.262'	23°29'00"	73.882'	73.366'	X	380.00'	7°00'00"	46.426'	46.397'	OO	100.000'	38°02'40"	66.400'	65.187'
H	180.262'	7°21'44"	23.163'	23.147'	Y	25.00'	68°51'17"	30.044'	28.268'	PP	1160.000'	2°08'02"	43.315'	43.635'
I	1138.199'	4°09'25"	82.579'	82.561'	Z	85.00'	25°55'48"	38.468'	38.140'	QQ	1160.000'	10°00'00"	27.915'	27.890'
J	1138.199'	1°00'35"	20.058'	20.058'	AA	85.00'	42°55'29"	63.680'	62.201'	RR	25.00'	42°50'00"	18.690'	18.257'
K	1078.199'	3°37'10"	68.111'	68.100'	BB	50.000'	64°00'00"	55.851'	52.992'	SS	1496.75'	1°18'45"	58.781'	58.777'
L	1078.199'	1°32'50"	29.116'	29.115'	CC	15.000'	52°01'15"	13.619'	13.156'	TT	1516.75'	2°18'43"	61.202'	61.198'
M	495.147'	6°30'00"	56.173'	56.143'	DD	15.000'	36°05'03"	9.447'	9.291'					
N	555.147'	6°30'00"	62.979'	62.946'	EE	15.000'	65°00'00"	17.017'	16.119'					
O	342.506'	4°30'00"	26.900'	26.893'	FF	50.000'	64°13'51"	56.052'	53.163'					
P	342.506'	19°00'00"	113.577'	113.058'	GG	50.000'	53°30'00"	46.688'	45.010'					
Q	282.500'	10°00'00"	49.306'	49.243'	HH	50.000'	20°10'00"	17.599'	17.505'					

SEE ADDRESS AFFIDAVIT 1843-45

PLANNING COMMISSION

APPROVED THIS 22nd DAY OF June A.D. 1976 BY THE LAYTON CITY PLANNING COMMISSION.

D. William Day
CHAIRMAN LAYTON CITY PLANNING COMM.

CITY ENGINEER APPROVAL

APPROVED THIS 16th DAY OF August A.D. 1976

Byron S. Hansen
LAYTON CITY ENGINEER

City Engineer

LAYTON CITY COUNCIL APPROVAL

THIS SUBDIVISION IS HEREBY APPROVED AND ACCEPTED BY THE LAYTON CITY COUNCIL OF THE LAYTON CITY CORP. OF THE CITY OF LAYTON, DAVIS COUNTY AT REGULAR COUNCIL MEETING THIS 1st DAY OF August A.D. 1976

Kenneth W. Wegener — RECORDER

Lewis S. Shields
MAYOR LAYTON CITY

PREPARED BY

APOSHIAN CONSULTING ENGINEERS, INC.
1444 EAST 3300 SOUTH
SALT LAKE CITY, UTAH
PHONE: 486-3844

6017

RECORDED # 440939

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

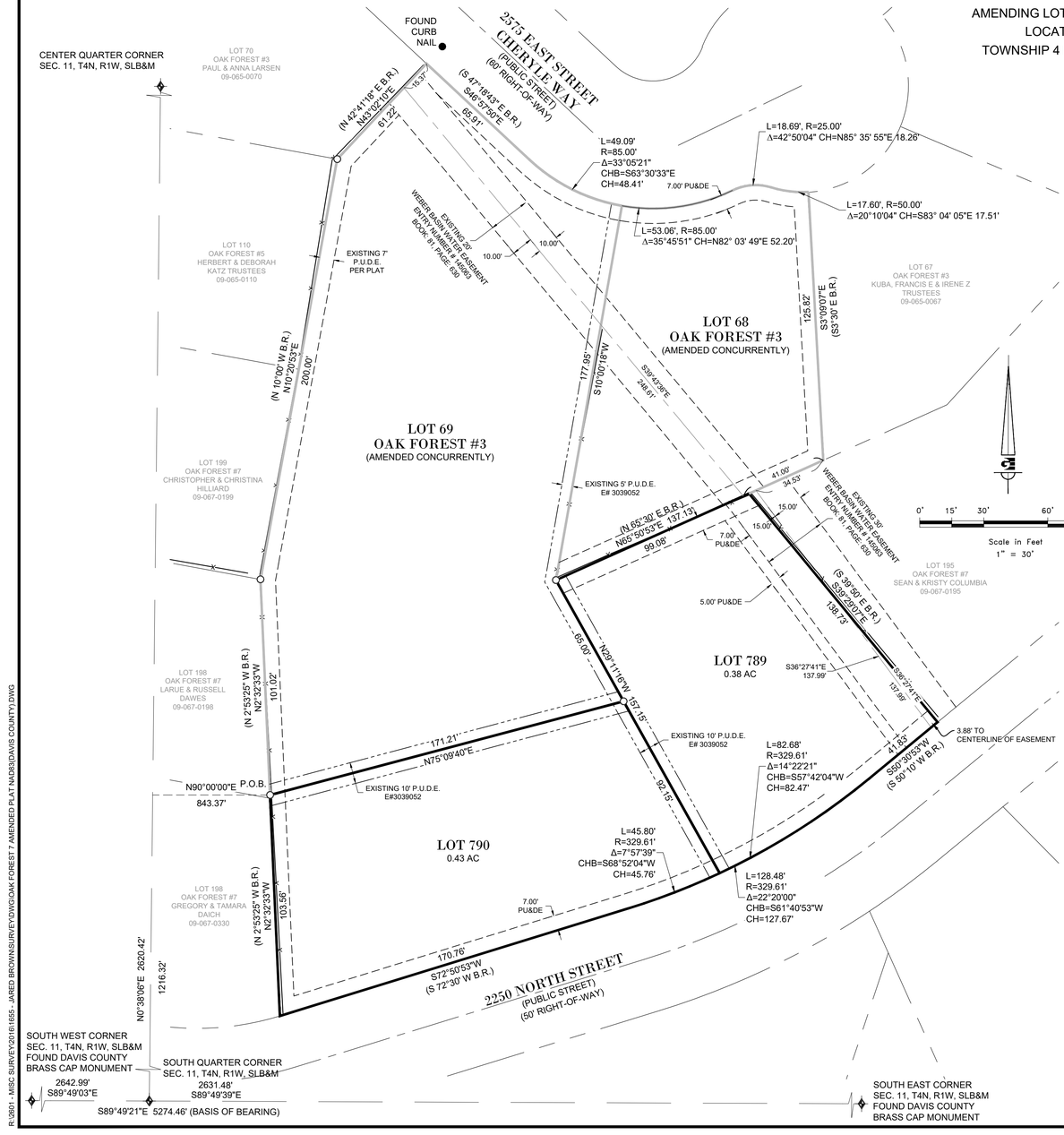
DATE AUG. 20, 1976 TIME 3:51 PM BOOK 613 PAGE 580

$41.70 FEE ¢

MARGUERITE S. BOURNE
DAVIS COUNTY RECORDER
Marguerite S Bourne

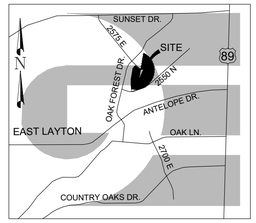
OAK FOREST PHASE 7 - 1ST AMENDMENT

AMENDING LOTS 196 AND 197 OF THE OAK FOREST PHASE 7 SUBDIVISION
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,
LAYTON CITY, DAVIS COUNTY, UTAH
JUNE 2021



VICINITY MAP

NOT TO SCALE



0' 15' 30' 60' 90'

Scale in Feet
1" = 30'

LEGEND

- DAVIS COUNTY MONUMENT AS NOTED
- SET 24" REBAR & CAP "GARDNER ENGINEERING"
- AMENDED BOUNDARY
- ADJACENT PARCEL
- SECTION LINE
- EASEMENT
- EXISTING EASEMENT
- EXISTING FENCE LINE

NOTES

1. ZONE R-1-10
2. SUBJECT PROPERTY FALLS WITHIN FEMA FLOOD ZONE "X" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. PER FEMA MAP NO. 49011C0233E WITH AN EFFECTIVE DATE OF JUNE 18, 2007.
3. RECORD INFORMATION REGARDING THE WATERLINE EASEMENT DOES NOT CONTAIN SUFFICIENT INFORMATION. THE EASEMENT SHOWN HEREON IS THE BEST REPRESENTATION OF THE EASEMENT.

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS THE LOTS AS SHOWN AND DESCRIBED HEREON. THIS PLAT IS RUNNING CONCURRENTLY WITH OAK FOREST #3 FIRST AMENDMENT. A BOUNDARY LINE ADJUSTMENT WAS APPROVED BY LAYTON CITY IN 2017. AT THAT TIME THE EASEMENTS WERE VACATED AND RELOCATED TO COINCIDE WITH THE ADJUSTED LOT LAYOUT. THE LOT LINE ADJUSTMENT WAS ULTIMATELY REJECTED BY DAVIS COUNTY AND NOW 2 DIFFERENT PLAT AMENDMENTS ARE REQUIRED TO ADJUST THESE LOT LINES. THE SURVEY WAS ORDERED BY JARED BROWN. THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING DAVIS COUNTY SURVEY MONUMENTATION AS SHOWN HEREON. THE BASIS OF BEARING IS THE SOUTH LINE OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE 6TH PRINCIPAL MERIDIAN WHICH BEARS SOUTH 89°49'21" EAST NAD83 STATE PLANE GRID BEARING BEARING.

LAYTON CITY APPROVAL

APPROVED BY THE LAYTON CITY COUNCIL,

SIGNED THIS____DAY OF _____, 2021.

ATTEST: _____

TITLE: _____

_____
MAYOR

LAYTON CITY PLANNING COMMISSION

APPROVED BY THE LAYTON CITY PLANNING COMMISSION,

SIGNED THIS____DAY OF _____, 2021.

_____
CHAIRMAN

LAYTON CITY ENGINEER

APPROVED BY THE LAYTON CITY ENGINEER,

SIGNED THIS____DAY OF _____, 2021.

_____
CITY ENGINEER

LAYTON CITY ATTORNEY

APPROVED BY THE LAYTON CITY ATTORNEY,

SIGNED THIS____DAY OF _____, 2021.

_____
CITY ATTORNEY

BOUNDARY DESCRIPTION

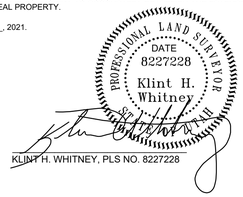
A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 198, OAK FOREST NO. 7 BEING LOCATED NORTH 0°38'06" EAST 1216.32 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER AND NORTH 90°00'00" EAST 843.37 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION; RUNNING THENCE NORTH 75°09'40" EAST 171.21 FEET; THENCE NORTH 29°11'16" WEST 65.00 FEET TO THE SOUTH LOT LINE OF LOT 68, OAK FOREST #3; THENCE ALONG SAID SOUTH LOT LINE NORTH 65°50'53" EAST 99.08 FEET TO THE WEST LINE OF LOT 195, OAK FOREST NO. 7; THENCE ALONG SAID LINE SOUTH 39°29'07" EAST 138.73 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 2250 NORTH STREET; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: (1) SOUTH 50°30'53" WEST 41.83 FEET; (2) ALONG THE ARC OF A CURVE TO THE RIGHT 128.48 FEET, HAVING A RADIUS OF 329.61 FEET, A CENTRAL ANGLE OF 22°20'00", AND WHICH CHORD BEARS SOUTH 61°40'53" WEST 127.67 FEET; (2) SOUTH 72°50'53" WEST 170.76 FEET TO THE WEST LINE OF SAID LOT 198, OAK FOREST NO. 7; THENCE ALONG SAID LINE NORTH 02°32'33" WEST 103.56 FEET TO THE POINT OF BEGINNING. CONTAINING 0.81 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY AS SHOWN AND DESCRIBED ON THIS PLAT, AND HAVE SUBDIVIDED SAID PROPERTY INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS OAK FOREST PHASE 7 - 1ST AMENDMENT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN HEREON ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; THAT ALL LOTS MEET THE REQUIREMENTS OF THE LAND USE CODE; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS _____ DAY OF _____, 2021.



KLINT H. WHITNEY, PLS NO. 8227228

OWNER'S DEDICATION

I THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT:

OAK FOREST PHASE 7 - 1ST AMENDMENT

AND HEREBY DEDICATE, GRANT AND CONVEY TO LAYTON CITY, DAVIS COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO GRANT AND DEDICATE A PERPETUAL EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THE PLAT AS PUBLIC UTILITY AND DRAINAGE EASEMENT (PUDE), THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES OR FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY LAYTON CITY, UTAH, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS.

SIGNED THIS ____ DAY OF _____ 2021.

MARGIE M. BROWN FAMILY TRUST DATED AUGUST 5TH, 1985

_____
BY: MARGIE M. BROWN - TRUSTEE

ACKNOWLEDGEMENT

STATE OF UTAH)
§
COUNTY OF DAVIS)

On this _____ day of _____ 2021, personally appeared before me MARGIE M. BROWN, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the TRUSTEE of THE MARGIE M. BROWN FAMILY TRUST DATED AUGUST 5TH, 1985, and that said document was signed by him in behalf of said *Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said MARGIE M. BROWN acknowledged to me that said *Corporation executed the same.

STAMP

_____
NOTARY PUBLIC

DAVIS COUNTY RECORDER

BOOK NUMBER _____

PAGE NUMBER _____

ENTRY NUMBER _____

TIME RECORDED _____

DATE RECORDED _____

FEE PAID _____

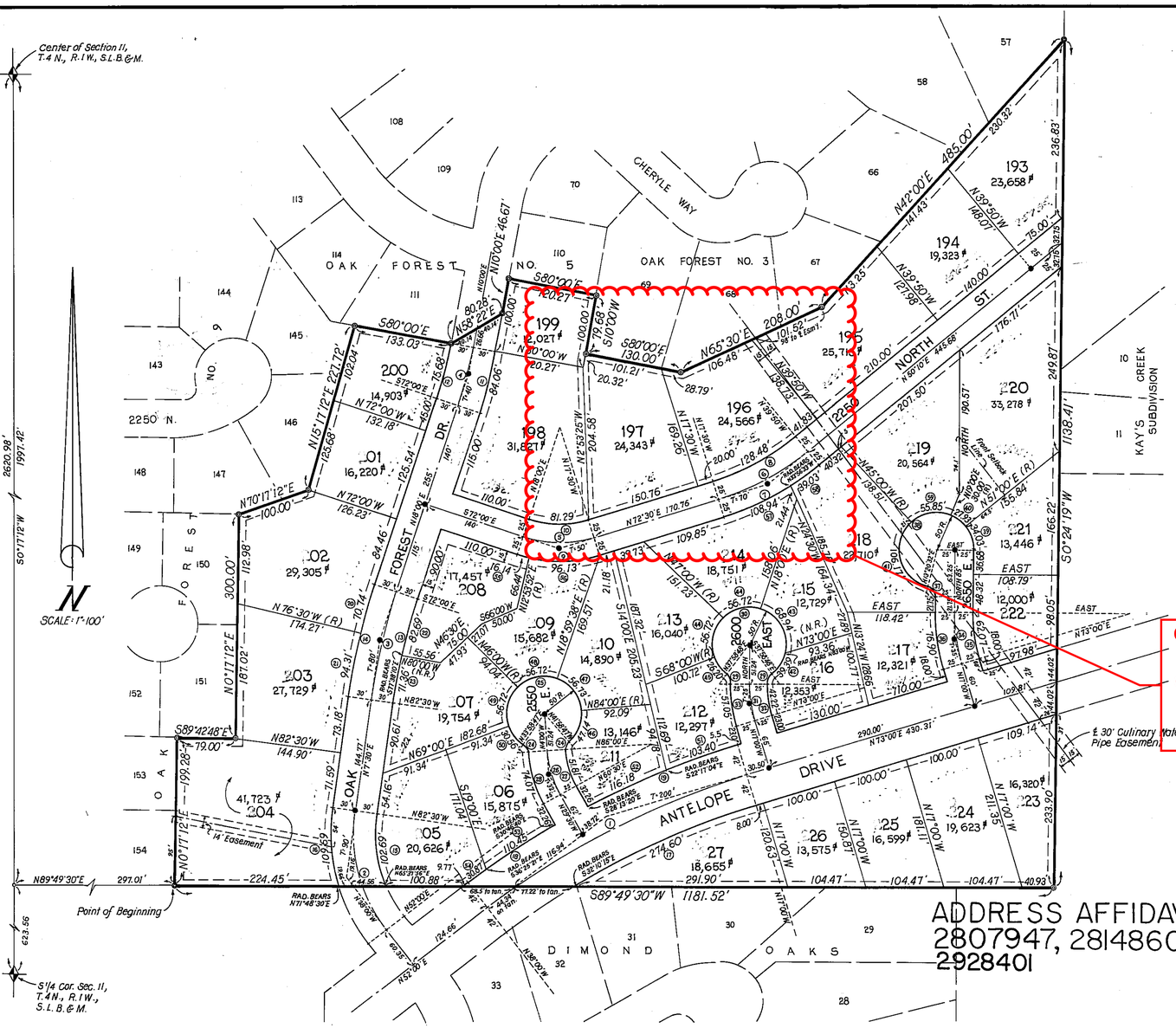
_____
DAVIS COUNTY RECORDER

BY: _____
DEPUTY RECORDER

S1
1

GARDNER ENGINEERING
CIVIL • LAND PLANNING
MUNICIPAL • LAND SURVEYING
5150 SOUTH 375 EAST OGDEN, UT
OFFICE: 801.476.0202 FAX: 801.476.0066

R:\2601 - MISC SURVEY\2016\55 - JARED BROWN\SURVEY\DWG\OAK FOREST 7 AMENDED PLAT NAD83\DAVIS COUNTY).DWG



CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD	TANGENT	CURVE	Δ	RADIUS	LENGTH	CHORD	TANGENT
(1)	21°00'00"	1079.10'	395.51'	393.30'	200.00'	(30)	284°02'24"	50.00'	247.87'	—	—
(2)	45°30'00"	214.63'	170.44'	166.00'	90.00'	(31)	17°00'00"	167.28'	49.63'	49.45'	25.00'
(3)	10°30'00"	870.63'	159.55'	159.33'	80.00'	(32)	17°00'00"	142.28'	42.22'	42.06'	21.26'
(4)	8°00'00"	572.03'	79.87'	79.81'	40.00'	(33)	17°00'00"	192.28'	57.05'	56.84'	28.14'
(5)	35°30'00"	156.20'	96.78'	95.24'	50.00'	(34)	17°00'00"	234.19'	69.49'	69.23'	35.00'
(6)	22°20'00"	354.61'	138.22'	137.35'	70.00'	(35)	17°00'00"	209.19'	62.07'	61.84'	31.26'
(7)	22°20'00"	379.61'	147.97'	147.03'	74.94'	(36)	17°00'00"	259.19'	76.90'	76.62'	38.74'
(8)	22°20'00"	329.61'	128.48'	127.67'	65.07'	(37)	76°39'28"	15.00'	20.07'	18.61'	11.86'
(9)	35°30'00"	181.20'	112.27'	110.48'	58.00'	(38)	256°39'28"	50.00'	223.98'	—	—
(10)	35°30'00"	131.20'	81.29'	80.00'	42.00'	(39)	39°00'00"	50.00'	34.03'	33.38'	17.71'
(11)	8°00'00"	602.03'	84.06'	83.99'	42.10'	(40)	32°00'00"	50.00'	27.93'	27.56'	14.34'
(12)	8°00'00"	542.03'	75.68'	75.62'	37.90'	(41)	121°39'28"	50.00'	106.17'	87.32	89.57'
(13)	10°30'00"	840.63'	154.05'	153.84'	77.24'	(42)	45°01'12"	50.00'	39.29'	38.28'	20.72'
(14)	10°30'00"	900.63'	165.05'	164.82'	82.76'	(43)	79°00'00"	50.00'	68.94'	63.61'	41.22'
(15)	31°52'04"	184.63'	102.69'	101.37'	52.71'	(44)	65°00'00"	50.00'	56.72'	53.73'	31.85'
(16)	25°41'30"	244.63'	109.69'	108.78'	55.78'	(45)	30°01'12"	50.00'	26.20'	25.90'	13.41'
(17)	15°10'15"	1037.10'	274.60'	273.80'	138.11'	(46)	54°01'13"	50.00'	47.14'	45.42'	25.49'
(18)	7°13'20"	1121.10'	141.32'	141.22'	70.75'	(47)	65°00'22"	50.00'	56.73'	53.73'	31.86'
(19)	11°13'20"	1121.10'	219.58'	219.23'	110.14'	(48)	64°59'38"	50.00'	56.72'	53.73'	31.85'
(20)	4°30'00"	900.63'	70.14'	70.12'	35.39'	(49)	65°00'00"	50.00'	56.72'	53.73'	31.85'
(21)	6°00'00"	900.63'	94.31	94.27'	47.20'	(50)	35°01'13"	50.00'	30.56'	30.09'	15.77'
(22)	5°38'10"	840.63'	82.69'	82.66'	41.38'	(51)	5°17'04"	1121.10	103.40'	103.36'	51.74'
(23)	4°51'50"	840.63'	71.36'	71.34'	35.70'	(52)	5°56'16"	1121.10'	116.18'	116.13'	58.14'
(24)	52°01'13"	15.00'	13.62'	13.16'	7.32'	(53)	5°38'41"	1121.10'	110.45'	110.40'	55.27'
(25)	284°02'26"	50.00'	247.87'	—	—	(54)	1°34'39"	1121.10'	30.87'	30.87'	15.43'
(26)	25°30'00"	141.42'	62.94'	62.42'	32.00'	(55)	5°06'08"	181.20'	16.14'	16.13'	8.07'
(27)	25°30'00"	116.42'	51.81'	51.39'	26.34	(56)	30°23'52"	181.20'	96.13'	95.01'	49.23'
(28)	25°30'00"	166.42'	74.07'	73.46'	37.66'	(57)	16°26'33"	379.61'	108.94'	108.57'	54.85'
(29)	52°01'12"	15.00'	13.62'	13.16'	7.32'	(58)	5°53'27"	379.61'	39.03'	39.01'	19.53'
						(59)	64°00'00"	50.00	55.85	52.99'	31.24'

Easement

All Easements are 7.0' Wide Except Where Otherwise Noted.
All Easements are for Public Utilities, Sewer, Water & Drainage.

• Indicates Monument to be set.

PLANNING COMMISSION

APPROVED THIS ____ DAY OF ____, A.D. 19___ BY THE LAYTON CITY PLANNING COMMISSION

CHAIRMAN LAYTON CITY PLANNING COMMISSION

CITY ENGINEER APPROVAL

APPROVED THIS 27th DAY OF July, A.D. 19 78.

Brent McGregor
LAYTON CITY ENGINEER

LAYTON CITY COUNCIL APPROVAL

THIS SUBDIVISION IS HEREBY APPROVED AND ACCEPTED BY THE LAYTON CITY COUNCIL OF THE LAYTON CITY CORP. OF THE CITY OF LAYTON, DAVIS COUNTY, UTAH, AT A REGULAR COUNCIL MEETING THIS ____ DAY OF ____, A.D. 19____.

CITY RECORDER

Lewis D. Shilds
LAYTON CITY MAYOR

OWNER'S DEDICATION

Know all men by these presents that the undersigned owner( ) of the above described tract of land having caused same to be subdivided into lots and streets to be hereinafter known as the

OAK FOREST NO. 7

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use.

In witness whereof I have hereunto set my hand this 6 day of July, A.D. 19 78.

Ivory & Company
Vernon E. Cooley
General Partner

DAVIS COUNTY BOARD OF HEALTH

APPROVED THIS 20th DAY OF July, A.D. 19 78.

Richard L. Harmsen

OAK FOREST NO. 7

LOCATED IN S.W. 1/4 SEC. 11, T. 4N., R.1W., S.L.B. & M.
SE

SURVEYOR'S CERTIFICATE

I, Martin L. Risley, do hereby certify that I am a Registered Land Surveyor, and that I hold Certificate No. 4781 as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below and have subdivided said tract of land into lots and streets hereafter to be known as Oak Forest No. 7, and that same has been correctly surveyed and staked on the ground as shown on this plat.

Martin L. Risley

REGISTERED LAND SURVEYOR — No. 4781 — MARTIN L. RISLEY — STATE OF UTAH

Job. No. 7159

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
COUNTY OF ~~DAVIS~~ Salt Lake }

On the 6 day of July, A.D. 1978, personally appeared before me, the undersigned Notary Public in and for said County of ~~Davis~~ Salt Lake in said State of Utah, the signer( ) of the above Owner's Dedication, ____ in number, who duly acknowledged to me that Vernon C. Cooley signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES 11-17-79

NOTARY PUBLIC
RESIDING IN ~~DAVIS~~ Salt Lake COUNTY

ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
COUNTY OF DAVIS }

On the ____ day of ____, A.D. 19__, personally appeared before me, ____ who being by me duly sworn or affirmed did say that ____ is/are the ____ of ____, and that the within Owner's Dedication was signed in behalf of said ____ by authority of ____ and the said ____ acknowledged to me that said ____ executed the same.

MY COMMISSION EXPIRES ____

NOTARY PUBLIC
RESIDING IN ____

BOUNDARY DESCRIPTION

Beginning at a point which is S0°17'12"W 1997.42 feet along the 1/4 Section Line and N89°49'30"E 297.01 feet from the Center of Section 11, T.4 N., R.1W., S.L.B. & M., said point also being the Southeast Corner of Lot 154, Oak Forest No.9 Subdivision; Thence along said subdivision the following 5 courses and distances: N0°17'12"E 199.28 feet, S89°42'48"E 79.00 feet, N0°17'12"E 300.00 feet, N70°17'12"E 100.00 feet, N15°17'12"E 227.72 feet to a point on the South Property Line of Lot 111 of Oak Forest No. 5 Subdivision; Thence along said subdivision the following 4 courses and distances: S80°00'E 133.03 feet, N58°22'E 80.28 feet, N10°00'E 46.67 feet, S80°00'E 120.27 feet to a point on the West Property Line of Lot 69, Oak Forest No. 3 Subdivision; Thence along said subdivision the following 4 courses and distances: S10°00'W 79.68 feet, S80°00'E 130.00 feet, N65°30'E 208.00 feet, N42°00'E 485.00 feet; Thence leaving said subdivision S0°24'19"W 1138.41 feet; Thence S89°49'30"W 1181.52 feet to the Point of Beginning. Containing 35 Lots and 20.177 Acres.

PREPARED BY
APOSHIAN CONSULTING ENGINEERS
1444 EAST 3300 SOUTH
SALT LAKE CITY, UTAH, TELE. 486-3844

RECORDED # 505343

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

DATE AUG 16, 1978 TIME 9:41 AM BOOK 723 PAGE 659
FEE $ 27.50

Marguerite S. Bourne
DAVIS COUNTY RECORDER

LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET

Item Number: 5.D.

Subject:
Agreement Between Layton City and Holmes Creek Irrigation Company Regarding the Holmes Creek Reservoir Outlet Pipe — Resolution 21-56 — from Approximately the Holmes Creek Reservoir Outlet Structure (2600 East) to Gentile Street (1800 East)

Background:
Resolution 21-56 authorizes the execution of an Agreement between Layton City (City) and Holmes Creek Irrigation Company (HCIC) regarding the shared costs of repair and maintenance for the Holmes Creek Reservoir Outlet Pipe. The Water Master Plan anticipates using available secondary water supplies to optimally satisfy the demand. The City proposes, through this Agreement, to continue to use the water it is entitled to for the City's proposed secondary irrigation system. The City and HCIC desire to construct, repair, and maintain the Holmes Creek Reservoir Outlet Pipe. This Agreement provides for the replacement and upsizing of the outlet pipe from the reservoir outlet to Gentile Street. This replacement and upsizing is intended to reduce maintenance on the irrigation system and provide adequate capacity in the irrigation system for current users and future users as identified in the City's Master Plan.

HCIC will also grant a non-exclusive, perpetual easement, granting the City all easement rights that HCIC has claim to, for the purpose of accessing, construction, maintaining, and repairing structures and piping to replace and upsize the Holmes Creek Reservoir Outlet Pipe. The easements granted will provide the right to the City for the construction, maintenance and access to the proposed facilities.

The City agrees to fund the entire cost of the outlet pipe and materials estimated to be up to $260,000, excluding specific named appurtenances. HCIC agrees to fund the entire cost of installation of the pipe estimated to be up to $115,000 and the fusing of the pipe estimated to be up to $20,000.

Alternatives:
Alternatives are to 1) Adopt Resolution 21-56 authorizing the execution of the Agreement between Layton City and Holmes Creek Irrigation Company Regarding the Holmes Creek Reservoir Outlet Pipe; 2) Adopt Resolution 21-56 with any amendments the Council deems appropriate; or 3) Not Adopt Resolution 21-56 and remand to Staff with directions.

Recommendation:
Staff recommends the Council adopt Resolution 21-56, authorizing the City Manager to execute the Interlocal Cooperation Agreement between Layton City and Holmes Creek Irrigation Company Regarding the Holmes Creek Reservoir Outlet Pipe.

RESOLUTION 21-56

A RESOLUTION ADOPTING AND APPROVING AN AGREEMENT BETWEEN LAYTON CITY AND HOLMES CREEK IRRIGATION COMPANY REGARDING THE HOLMES CREEK RESERVOIR OUTLET PIPE

WHEREAS, Layton City (City) has developed, financed, constructed, and owns, manages, operates, and maintains, City infrastructure water systems; and

WHEREAS, the City developed a Water Master Plan (Master Plan) that anticipates using available secondary water supplies to optimally satisfy the demand for water to provide for future growth; and

WHEREAS, the City proposes, through this Agreement, to continue to use the water it is entitled to for the City's proposed secondary irrigation system; and

WHEREAS, Holmes Creek Irrigation Company (HCIC) has responsibility for storage, management, and delivery of irrigation water derived from Holmes Creek; and

WHEREAS, the City and HCIC desire to construct, repair and maintain the Holmes Creek Reservoir Outlet Pipe. More particularly, this Agreement provides for the replacement and upsizing of the outlet pipe from the reservoir outlet to Gentile Street. This replacement and upsizing is intended to reduce maintenance on the irrigation system and provide adequate capacity in the irrigation system for current users and future users as identified in the City's Master Plan; and

WHEREAS, The City and HCIC have agreed that sharing the costs of the repair and maintenance of the Reservoir Outlet Pipe is mutually beneficial and can be accomplished by replacing and upsizing the Reservoir Outlet Pipe from the reservoir outlet to Gentile Street; and

WHEREAS, the Parties have agreed to the terms and conditions contained in the Agreement; and

WHEREAS, it is deemed to be in the best interest of the citizens of Layton City to adopt and approve the Holmes Creek Reservoir Outlet Pipe Agreement between Layton City and Holmes Creek Irrigation Company.

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

1. That the Holmes Creek Reservoir Outlet Pipe Agreement, which is attached hereto and incorporated herein by this reference, is hereby adopted and approved.
2. That the Mayor is authorized to execute the necessary documents.
3. This Resolution shall become effective immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **16th day of December, 2021**.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

for GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:

for TERRY COBURN, Public Works Director

AGREEMENT BETWEEN

LAYTON CITY AND HOLMES CREEK IRRIGATION COMPANY

HOLMES CREEK RESERVOIR OUTLET PIPE

THIS AGREEMENT made and entered into this _____day of _____, 2021 by and between Layton City, a municipal corporation of the State of Utah, hereinafter referred to as "City;" and Holmes Creek Irrigation Company, a private irrigation company, authorized under the laws of the State of Utah, hereinafter referred to as "HCIC."

WITNESSETH:

WHEREAS, The City has developed, financed, constructed, and owns, manages, operates, and maintains, City infrastructure water systems including: drinking water, storm water, waste water collection, groundwater rights, water stock, and sources of water supply. It has developed, appropriated, and acquired these systems to benefit its citizens residing within its boundaries. Its service area includes the city of Layton in Davis County, Utah ("City Irrigation System");

WHEREAS, The City developed a Water Master Plan ("Master Plan") that anticipates using available secondary water supplies to optimally satisfy the demand for water to provide for future growth. After extensive study of both the secondary and culinary water supplies in the City, the Master Plan proposes the construction and maintenance of a single, pressurized, secondary system for new and future developed areas that will supplement the City's current culinary system. HCIC has the ability to offset these future needs by providing over 1,000 acre-feet of secondary water, and its system can be incorporated into the City Irrigation System. New development in the City has, over the years, dedicated to the City a number of shares including HCIC, (per City ordinance

19.23.010), and the City proposes, through this Agreement, to continue to use the water it is entitled to for the City's proposed secondary irrigation system. The City, a public water supplier, can also protect this water by showing that the water applied for is needed to meet the reasonable future requirements of the public for the next 40 years or that works have been constructed to place that water to beneficial use (Utah Code § 73-1-4). The City intends to use HCIC water represented by the HCIC shares within its service area;

WHEREAS, HCIC has responsibility for storage, management, and delivery of irrigation water derived from Holmes Creek;

WHEREAS, The City and HCIC desire to construct, repair, and maintain the Holmes Creek Reservoir Outlet Pipe. More particularly, this Agreement provides for the replacement and upsizing of the outlet pipe from the reservoir outlet to Gentile Street. This replacement and upsizing is intended to reduce maintenance on the irrigation system and provide adequate capacity in the irrigation system for current users and future users as identified in the City's Master Plan and;

WHEREAS, The City and HCIC have agreed that sharing the costs of the repair and maintenance of the Reservoir Outlet Pipe is mutually beneficial and can be accomplished by replacing and upsizing the Reservoir Outlet Pipe from the reservoir outlet to Gentile Street.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. HCIC hereby grants to the City, a non-exclusive, perpetual easement granting to the City all easement rights that HCIC has claim to, for the purpose of accessing, constructing, maintaining and repairing structures and piping to replace and upsize the Holmes Creek Reservoir Outlet Pipe from the outlet at the base of the reservoir to

Gentile Street. (See Exhibit A) The easements granted, will provide the right to the City for the construction, maintenance and access to the proposed facilities. Using design and funding provided by the City, the City will purchase and furnish the pipe and materials required to construct a new 24-inch diameter HDPE outlet pipe from the outlet at the base of the reservoir to Gentile Street.

2. The City agrees to fund the entire cost of the outlet pipe and materials estimated to be up to $260,000 excluding the two 24-inch valves, 24-inch tee, and bolt packs associated with the emergency outlet relief piping. HCIC agrees to fund the entire cost of installation of the pipe estimated to be up to $115,000 and the fusing of the pipe estimated to be up to $20,000.
3. HCIC will own, maintain, and operate the Reservoir Outlet Pipe Control Structure and emergency relief valves. The City will own and maintain the Reservoir Outlet Pipe from the emergency relief valves at station 46+20 to Gentile Street. (See Exhibit A)
4. The City will provide engineering design and construction management services to HCIC for this project.
5. This agreement shall continue in effect until terminated pursuant to the terms contained herein. If design and construction of facilities to replace and upsize the Reservoir Outlet Pipe has not begun by March 1st, 2023, any signatory to this agreement may terminate this Agreement or seek to re-negotiate it.
6. The persons signing this Agreement on behalf of the City and HCIC confirm that they are duly authorized representatives of the City and HCIC respectively, and lawfully able to sign this Agreement on behalf of the parties.
7. This agreement may be changed, modified, or amended only by written agreement of the signatory parties.

8. This Agreement, together with any written amendments, shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement with respect to the subject matter hereof shall not be binding upon either party.
9. The rights, duties, powers, and obligations of this Agreement may not be transferred, assigned, or delegated without the consent of the other party.
10. The City and HCIC shall each be responsible for conducting their respective activities provided for and contemplated herein. Each party agrees to indemnify and hold the other party harmless for any claim, injury, or damage arising out of the connected with the actions or omissions of such other party in connection with any activity contemplated by this Agreement.
11. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein; it shall be administered by the governing bodies of the respective parties acting as a joint board.
12. Officers and employees performing services pursuant to this Agreement shall be deemed to be officers and employees of the party employing their services and each party shall be solely responsible for providing Workers Compensation Insurance for their own respective officers or employees that will be involved in this project. The term of this Agreement shall be Fifty (50) years from the date hereof, That term shall be automatically extended for an additional Fifty (50) years unless any party shall send written notice to the other parties at least One Hundred and Eighty (180) days prior to the termination date.

WHEREFORE, the parties hereto have signed this Agreement the day and year first above written.

LAYTON CITY

By_____

Title _____

ATTEST:

_____
Kimberly S Read
City Recorder

Approved as to Form:

_____
Office of Layton City Attorney

HOLMES CREEK IRRIGATION COMPANY

By _____

Title _____

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 20___, personally appeared before me _____, who duly acknowledged to me that he is the _____ of HOLMES CREEK IRRIGATION COMPANY and that the document was signed by him in behalf of said corporation, and _____ acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC

EAST GENTILE STREET

STATION:0+00
EXISTING IRRIGATION BOX TO REMAIN IN PLACE.

EXISTING 24" DIP TO REMAIN IN PLACE.

STATION:0+65±
CONNECT NEW 24" HDPE DR17 ONTO EXISTING 24" DIP.

STATION:0+65 TO 2+83
REMOVE EXISTING 24" CONCRETE PIPE REPLACE WITH 24" HDPE DR17 IN SAME LOCATION

STATION:2+83
REMOVE EXISTING STRUCTURE (BOX #2) DEPTH TO FL=3.5'±
INSTALL 24" DIAM. 45° BEND (HDPE)

20' RESERVOIR OUTLET PIPE EASEMENT

STATION:2+83 TO 6+16±
REMOVE EXISTING 24" CONCRETE PIPE
REPLACE WITH 24" HDPE DR17 IN SAME LOCATION

STATION:6+16
EXISTING FENCE GATE. PROTECT IN PLACE

STATION:6+16 TO 11+17
INSTALL NEW 24" HDPE DR17
TRANSITION TO 3-FT OFFSET WITH EXISTING 24" CONCRETE PIPE STARTING EAST OF GATE (STATION 6+16) TO STATION 14+10.
EXISTING 24" CONCRETE PIPE TO BE ABANDONED IN PLACE.

EXISTING 24' CONCRETE PIPE

STATION:6+94
REMOVE EXISTING BOX #3
DEPTH TO FL = 4.0'±

STATION:10+50
REMOVE EXISTING LARGE STRUCTURE (BOX #4)
DEPTH TO FL = 3.25'±

INSTALL 24" HDPE DR17
3-FT OFFSET FROM EXISTING 24" CONCRETE PIPE

CONST. 24" HDPE DR17

SEE SHEET 2

BAILEY, JEREMY
1832 E GENTILE ST
11-004-0082

PORTER, GWEN
1838 E
11-004-0038

FUTTON, DEE
1844 E
11-004-0037

MARRIOTT, DENNIS
1852 E
11-018-0012

WEEKS, WON
1874 E
11-018-0011

WATSON, ALBERT
1898 E
11-018-0010

WIXOM, DON
1902 E
11-018-0009

LANE, FRANKS
1944 E
11-018-0008

SEEGMILLER. ROBERT
1692 E
11-021-0001

BUBAK, SHIRLEY
1966 E
11-021-0002

LINDQUIST, RYAN
1982 E
11-021-0003

LOVE FARM LLC
11-021-0053

0+00 1+00 2+00 3+00 4+00 5+00 6+00 7+00 8+00 9+00 10+00 11+00 12+00 13+00

N

LEGEND

EXISTING 24" IRR (CONCRETE)	
EXISTING 12" IRR (PVC)	
PROPOSED 24" IRR (HDPE) (RESERVOIR OUTLET PIPE)	
20' RESERVOIR OUTLET PIPE EASEMENT	

0 100 200 Feet

Layton City

REVISION	BY	DATE

DESIGNED BY	S FUHR	DATE	3.17.21
DRAWN BY	S FUHR	DATE	3.17.21
APPROVED BY	S JACKSON	DATE	

HORIZONTAL SCALE: 1" = 80'
VERTICAL SCALE: NA
VIEW NAME: PLOT

EXHIBIT A

HOLMES CREEK RESERVOIR OUTLET PIPE

DRAWING # 1 OF 3

EAST GENTILE STREET

LAYTON CITY CORP
11-019-0012

LOVE FARM LLC
11-021-0053

STATION:14+10
REMOVE EXISTING BOX #5
DEPTH TO FL = 4.4'±
EXISTING PIPE TRANSITIONS FROM 24" CONCRETE PIPE TO 12" PVC EAST OF BOX 5.

EXISTING 12" PVC PIPE ABANDON IN PLACE

STATION: 14+10 TO 47+31
INSTALL 24" HDPE DRIT
3-FT OFFSET FROM EXISTING 12" PVC PIPE

20' RESERVOIR OUTLET PIPE EASEMENT

CONST. 24" HDPE DRIT

10" STEEL WL ABANDONED

14+00 15+00 16+00 17+00 18+00 19+00 20+00 21+00 22+00 23+00 24+00 25+00 26+0

SEE SHEET 1

SEE SHEET 3

LEGEND

EXISTING 24" IRR (CONCRETE)
EXISTING 12" IRR (PVC)
PROPOSED 24" IRR (HDPE) (RESERVOIR OUTLET PIPE)
20' RESERVOIR OUTLET PIPE EASEMENT

0 100 200
Feet

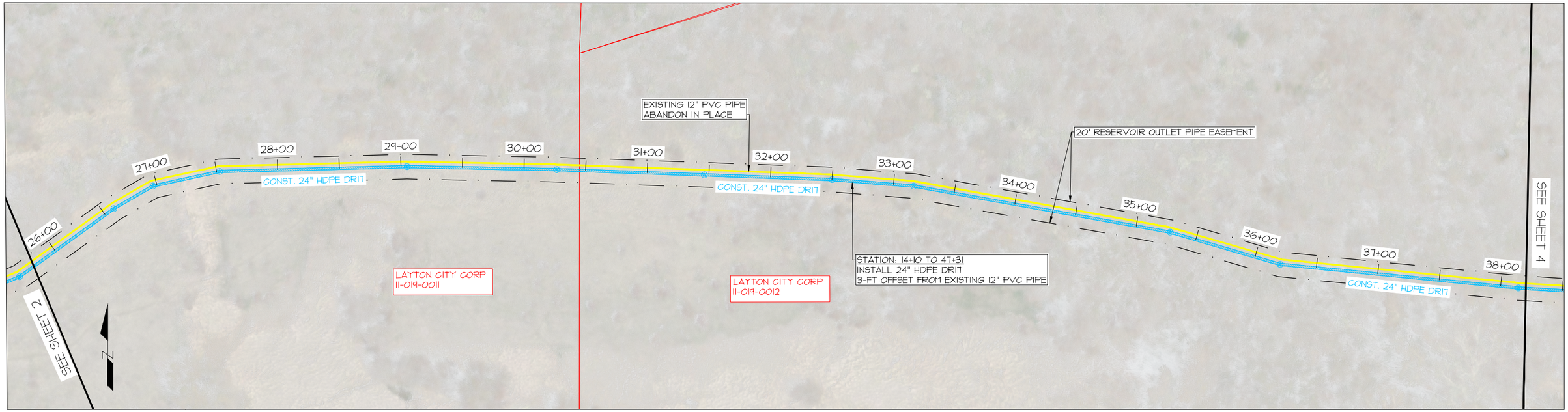
REVISION	BY	DATE

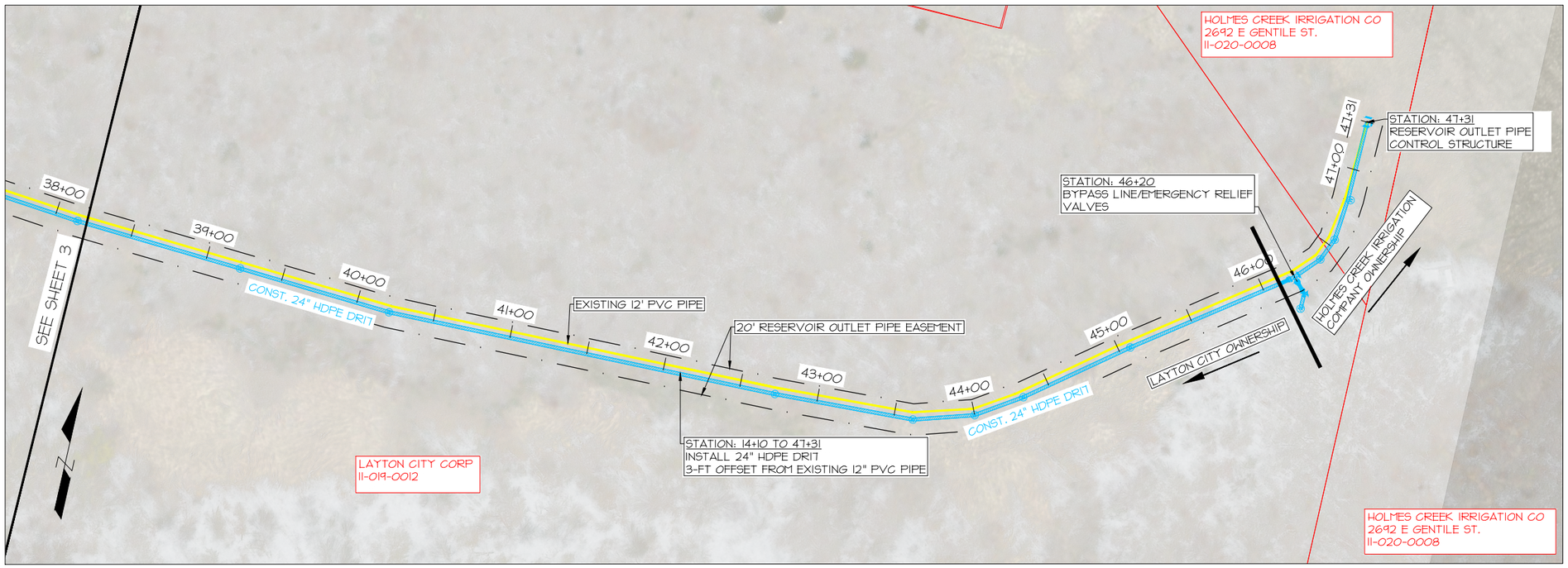
DESIGNED BY	S FUHR	DATE	3.17.21
DRAWN BY	S FUHR	DATE	3.17.21
APPROVED BY	S JACKSON	DATE	
HORIZONTAL SCALE	1" = 80'		
VERTICAL SCALE	NA		
VIEW NAME	PLOT		

EXHIBIT A

HOLMES CREEK RESERVOIR OUTLET PIPE

DRAWING # 2 OF 3





LEGEND

EXISTING 24" IRR (CONCRETE)

EXISTING 12" IRR (PVC)

RESERVOIR OUTLET PIPE

20' RESERVOIR OUTLET PIPE EASEMENT

0 100 200 Feet

REVISION	BY	DATE

DESIGNED BY	S FUHR	DATE	3.17.21
DRAWN BY	S FUHR	DATE	3.17.21
APPROVED BY	S JACKSON	DATE	

HORIZONTAL SCALE	1" = 80'
VERTICAL SCALE	NA
VIEW NAME	PLOT

EXHIBIT A

HOLMES CREEK RESERVOIR OUTLET PIPE

DRAWING # 3 OF 3

LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET

Item Number: 5.E.

Subject:
Agreement for the Purchase of Land Between Layton City and Tyler Earl — Resolution 21-57 — 1369 East Heather Drive

Background:
Tyler Earl desires to sell, and the City desires to purchase certain real property located at 1369 East Heather Drive. The terms of the purchase are set forth in the Agreement for the Purchase of Land which is attached hereto.

Alternatives:
Alternatives are to 1) Adopt Resolution 21-57 approving the agreement for the purchase of land between the City and Tyler Earl; 2) Adopt Resolution 21-57 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 21-57 and remand to Staff with directions.

Recommendation:
Staff recommends the Council adopt Resolution 21-57 approving the agreement for the purchase of land between the City and Tyler Earl and authorize the Mayor to sign the necessary documents.

RESOLUTION 21-57

A RESOLUTION APPROVING THE AGREEMENT FOR THE PURCHASE OF LAND BETWEEN LAYTON CITY AND TYLER EARL

WHEREAS, the parcel of real property that is the subject of this Agreement is situated in Layton City, Davis County, State of Utah and is generally located at 1369 East Heather Drive, in Layton City, Utah, and more particularly described as all of Lot 17, Heather Hills Subdivision, No. 3, Layton City, Davis County, Utah; and

WHEREAS, Tyler Earl (Seller) desires to sell, and Layton City (Purchaser) desires to purchase, certain real property at the above location; and

WHEREAS, the terms of the purchase are set forth in the Agreement for the Purchase of Land which is attached hereto.

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

1. That the agreement entitled "Agreement for the Purchase of Land" between Layton City, Utah and Tyler Earl, 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 Agreement for the Purchase of Land and the Mayor is authorized to approve the final terms of the Agreement.

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

4. All regulations, orders, and resolutions of the City, or parts thereof inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any regulation, order, resolution or ordinance or part thereof.

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

PASSED AND ADOPTED by the City Council of Layton, Utah, this ____ **day of** _____**, 20**__.

_____
JOY PETRO, Mayor

ATTEST:

_____
KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

_____
GARY R. CRANE, City Attorney

LAND PURCHASE AGREEMENT

PURCHASER: Layton City Corporation, a municipal corporation
437 North Wasatch Drive
Layton, Utah 84041

SELLER: Tyler Michael Earl
611 East Crestwood Road
Kaysville, UT 84037

The parcel of real property that is the subject of this Agreement is situated in Layton City, Davis County, State of Utah and is located at the 1369 East Heather Drive, in Layton City, Utah, and more particularly described as all of Lot 17, Heather Hills Subdivision, No. 3, Layton City, Davis County, Utah.

WHEREAS, pursuant to an agreement between Tyler Earl (hereinafter "SELLER") and Layton City (hereinafter "City"), the parties have determined to have the City purchase the property as provided in this agreement; and

WHEREAS, the City desires to acquire this property for public use as a trail head; and

WHEREAS, SELLER agrees sell to all of Lot 17, Heather Hills Subdivision, No. 3, Layton City, Davis County, Utah; and

WHEREAS, in exchange for the property, the City will pay Twenty Thousand Dollards ($20,000) as set forth herein; and

WHEREAS, the Parties desire to enter into this Agreement to facilitate an equitable exchange.

THE PARTIES AGREE AS FOLLOWS:

1. Purchase. The SELLER agrees to sell and the City agrees to purchase SELLER's property located at 1369 East Heather Drive, Layton, UT and consists of all of Lot 17, Heather Hills Subdivision, No. 3, Layton City, Davis County, Utah.

2. Purchase Price: The purchase price for the above-described property shall be $20,000.00, to be paid at closing.

3. Deed: A Quit Claim Deed shall be made out to the City with title vested as follows:

LAYTON CITY CORPORATION, a municipal corporation

Title shall be subject to current taxes and restrictions, reservation, easements, rights of way, covenants, conditions, restrictions, liens, and encumbrances of record or apparent on the property.

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

extending down to the date of the deed showing good marketable title in SELLER. CITY shall have a reasonable time to examine the title report before delivery of the deed. Acceptance of the property shall be subject to the approval of the preliminary title report by both parties. City shall pay for the title insurance policy.

5. Closing Date: This transaction shall close and the deed or contract be delivered on or before January 1st, 2022, and possession shall be on or before January 1, 2022.

6. Approval**:** This purchase requires acceptance by Layton City. 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 upon the latest figures available.

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

9. Default: If City refuses to proceed with the transaction and complete the contract according to its terms and condition, SELLER shall retain title and recover any actual damage done to the real property. The acceptance thereof by SELLER under this clause shall abdicate and obviate the right of SELLER to further pursue and enforce this contract and to seek and recover further damages, if any, on account of such failure.

10. Representations: City declares that the property has been personally inspected and the same is being purchased upon personal examination and judgment and not through any representation made by SELLER or SELLER'S agent, as to its location, value, future value or zoning.

11. 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.

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.

DATED this _____ day of _____, 2021.

SELLER:

_____
Tyler Michael Earl

LAYTON CITY CORPORATION

_____
JOY PETRO, Mayor

ATTEST:

_____
KIMBERLY S READ, City Recorder

STATE OF UTAH
:ss
COUNTY OF DAVIS

On this _____ day of _____, 2021, personally appeared before me Tyler Michael Earl, who being by me duly sworn, did say that he is the legal property owner of record of the property subject to this Land Purchase Agreement and that he acknowledged to me that he is duly authorized to, and did in fact execute the foregoing Land Purchase Agreement. Witness my hand and official seal.

_____
NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

All of Lot 17, Heather Hills Subdivision, No. 3

ADDITIONAL

PACKET

ATTACHMENTS

Layton

Community • Prosperity • Choice

December 16, 2021

City Council Meeting

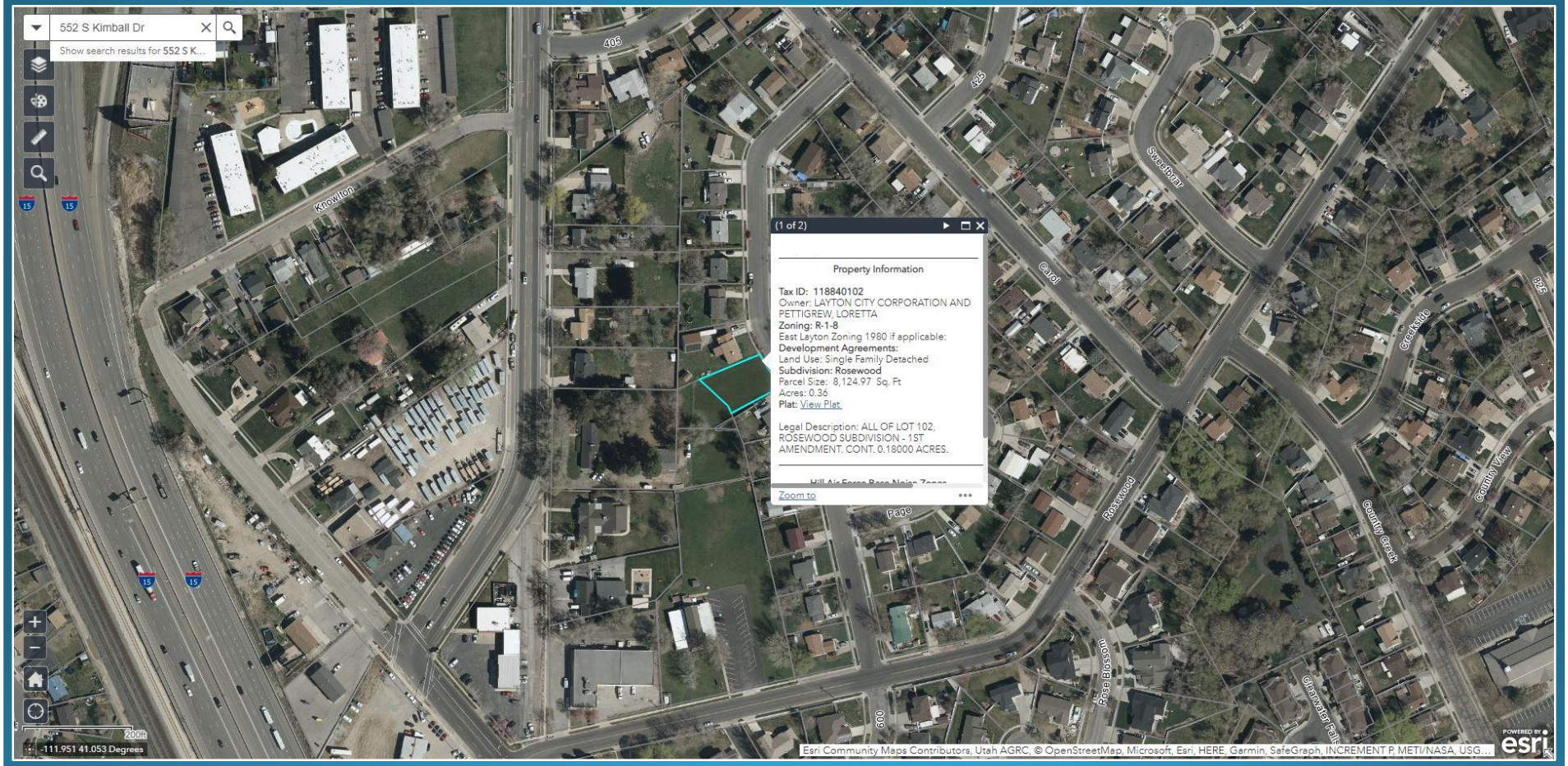
Community & Economic Development Department

Layton
Community • Prosperity • Choice

December 16, 2021

Resolution 21-55
Have a Heart Warranty Deed for 552 S Kimball Drive Lot

Community & Economic Development Department



COMMUNITY DEVELOPMENT

C D B G

BLOCK GRANT

Community & Economic Development Department

Layton
Community • Prosperity • Choice

Plat Amendment
Oak Forest Phases 3 & 7 Subdivision
1st Amendment

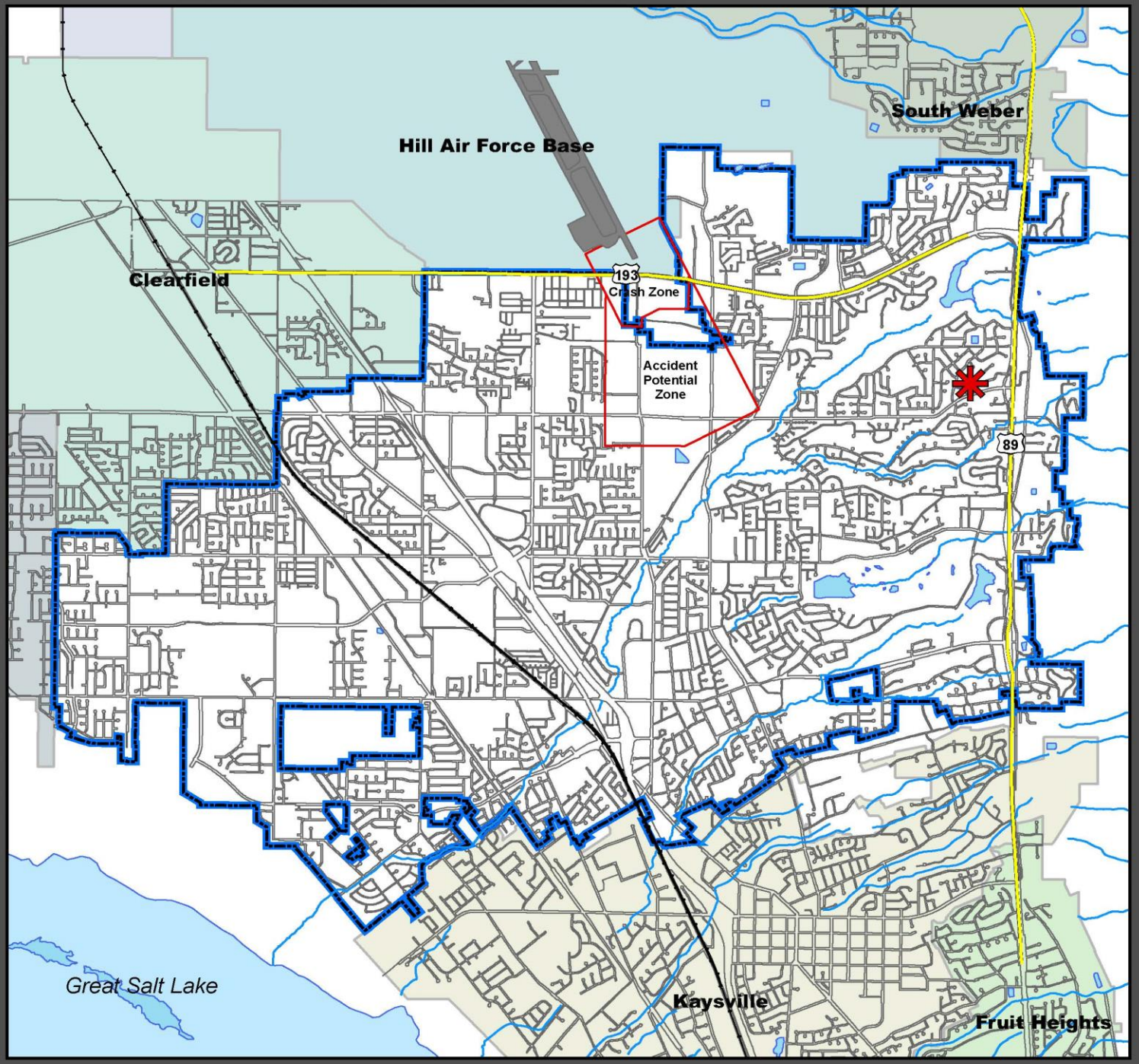
Community & Economic Development Department

Layton City

OAK FOREST PHASES 3 & 7

1st AMENDMENT

2287 N. 2575 E. &
2535 E. 2250 N.



Legend

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

✱ - Project Site

N
W E
S

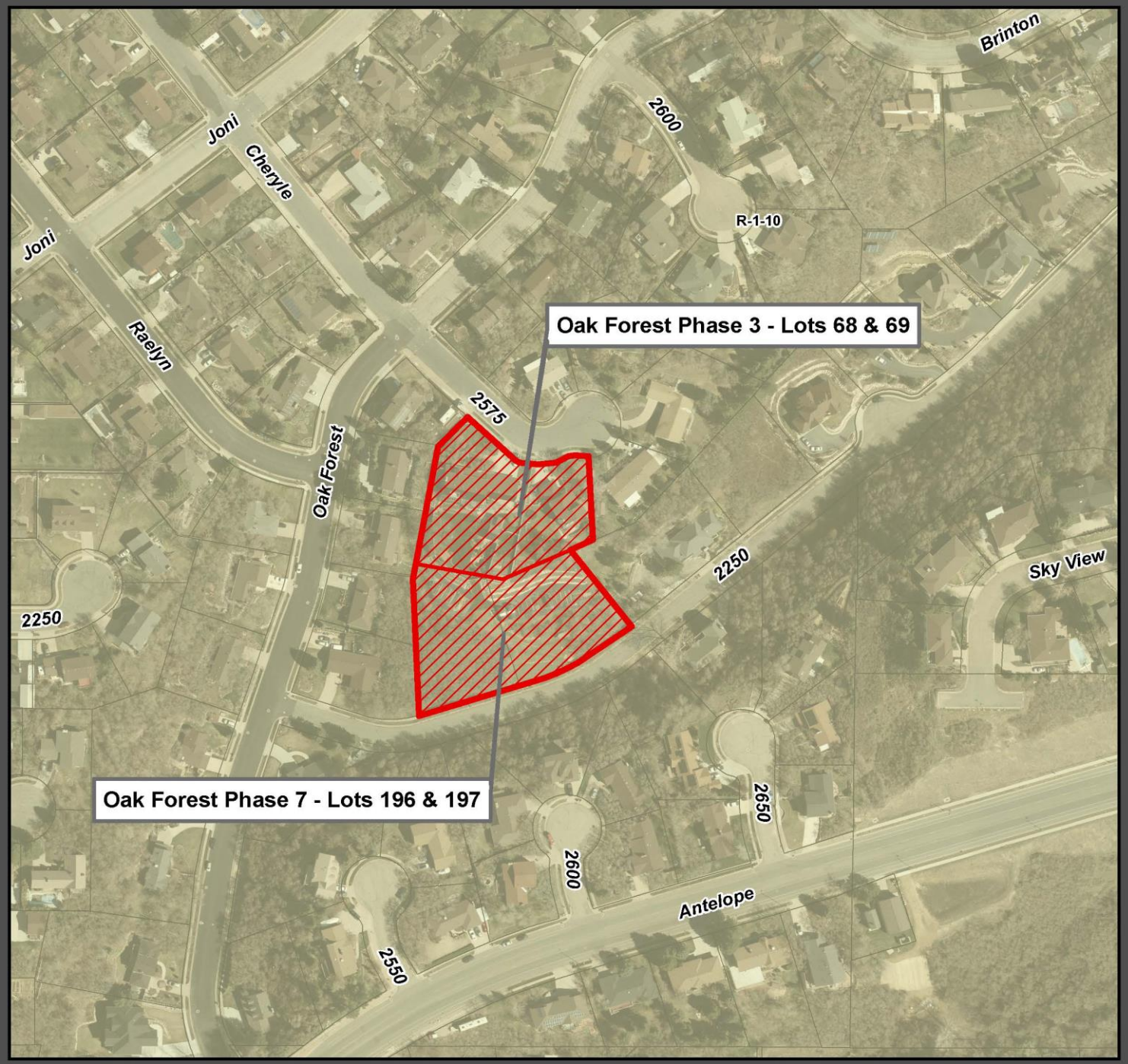
Map 1

Layton City

OAK FOREST PHASES 3 & 7

1st AMENDMENT

2287 N. 2575 E. & 2535 E. 2250 N.



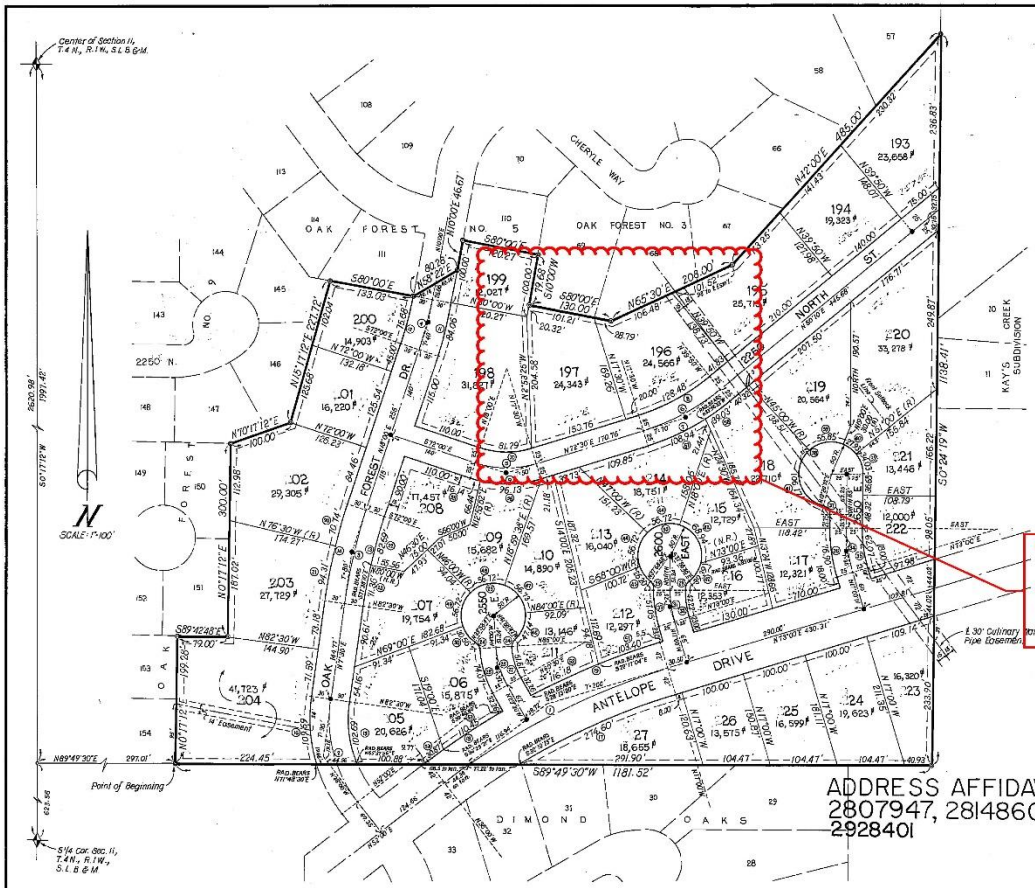
Legend

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

- Project Area

N W E S

Map 2



CURRENT PHASE 7 PLAT CONFIGURATION FOR LOTS 196 & 197

ADDRESS AFFIDAVIT ENTRY 2807947, 2814860, 2927803, 2928401

Easement

All Easements are 7.0' Wide Except Where Otherwise Noted. All Easements are for Public Utilities, Sewer, Water & Drainage.

• Indicates Monument to be set.

CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD	TANGENT	CURVE	Δ	RADIUS	LENGTH	CHORD	TANGENT
(1)	21°00'00"	1079.10'	395.51'	393.30'	200.00'	(30)	284°02'24"	50.00'	247.87'	—	—
(2)	45°30'00"	214.63'	170.44'	166.00'	90.00'	(31)	17°00'00"	167.28'	49.63'	49.45'	25.00'
(3)	10°30'00"	870.63'	159.55'	159.33'	80.00'	(32)	17°00'00"	142.28'	42.22'	42.06'	21.26'
(4)	8°00'00"	572.03'	79.87'	79.81'	40.00'	(33)	17°00'00"	192.28'	57.05'	56.84'	28.74'
(5)	35°30'00"	156.20'	96.78'	95.24'	50.00'	(34)	17°00'00"	234.19'	69.49'	69.23'	35.00'
(6)	22°20'00"	354.61'	138.22'	137.35'	70.00'	(35)	17°00'00"	209.19'	62.07'	61.84'	31.26'
(7)	22°20'00"	379.61'	147.97'	147.03'	74.94'	(36)	17°00'00"	259.19'	76.90'	76.62'	38.74'
(8)	22°20'00"	329.61'	128.48'	127.67'	65.07'	(37)	76°39'28"	15.00'	20.07'	18.61'	11.86'
(9)	35°30'00"	181.20'	112.27'	110.48'	58.00'	(38)	256°39'28"	50.00'	223.98'	—	—
(10)	35°30'00"	131.20'	81.29'	80.00'	42.00'	(39)	39°00'00"	50.00'	34.03'	33.38'	17.71'
(11)	8°00'00"	602.03'	84.06'	83.99'	42.10'	(40)	32°00'00"	50.00'	27.93'	27.56'	14.34'
(12)	8°00'00"	542.03'	75.68'	75.62'	37.90'	(41)	121°39'28"	50.00'	106.17'	87.32'	89.57'
(13)	10°30'00"	840.63'	154.05'	153.84'	77.24'	(42)	45°01'12"	50.00'	39.29'	38.28'	20.72'
(14)	10°30'00"	900.63'	165.05'	164.82'	82.76'	(43)	79°00'00"	50.00'	68.94'	63.61'	41.22'
(15)	31°52'04"	184.63'	102.69'	101.37'	52.71'	(44)	65°00'00"	50.00'	56.72'	53.73'	31.85'
(16)	25°41'30"	244.63'	109.69'	108.78'	55.78'	(45)	30°01'12"	50.00'	26.20'	25.90'	13.41'
(17)	15°10'15"	1037.10'	274.60'	273.80'	138.11'	(46)	54°01'13"	50.00'	47.14'	45.42'	25.49'
(18)	7°13'20"	1121.10'	141.32'	141.22'	70.75'	(47)	65°00'22"	50.00'	56.73'	53.73'	31.86'
(19)	11°13'20"	1121.10'	219.58'	219.23'	110.14'	(48)	64°59'38"	50.00'	56.72'	53.73'	31.85'
(20)	4°30'00"	900.63'	70.74'	70.72'	35.39'	(49)	65°00'00"	50.00'	56.72'	53.73'	31.85'
(21)	6°00'00"	900.63'	94.31'	94.27'	47.20'	(50)	35°01'13"	50.00'	30.56'	30.09'	15.77'
(22)	5°38'10"	840.63'	82.69'	82.66'	41.38'	(51)	5°17'04"	1121.10	103.40'	103.36'	51.74'
(23)	4°51'50"	840.63'	71.36'	71.34'	35.70'	(52)	5°56'16"	1121.10'	116.18'	116.13'	58.14'
(24)	52°01'13"	15.00'	13.62'	13.16'	7.32'	(53)	5°38'41"	1121.10'	110.45'	110.40'	55.27'
(25)	284°02'26"	50.00'	247.87'	—	—	(54)	1°34'39"	1121.10'	30.87'	30.87'	15.43'
(26)	25°30'00"	141.42'	62.94'	62.42'	32.00'	(55)	5°06'08"	181.20'	16.14'	16.13'	8.07'
(27)	25°30'00"	116.42'	51.81'	51.39'	26.34'	(56)	30°33'52"	181.20'	96.13'	95.01'	49.23'
(28)	25°30'00"	166.42'	74.07'	73.46'	37.66'	(57)	16°26'33"	379.61'	108.94'	108.57'	54.85'
(29)	52°01'12"	15.00'	13.62'	13.16'	7.32'	(58)	5°53'27"	379.61'	39.03'	39.01'	19.53'
						(59)	64°00'00"	50.00	55.85	52.99'	31.24'

PLANNING COMMISSION

APPROVED THIS ____ DAY OF ____, A.D. 19__ BY THE LAYTON CITY PLANNING COMMISSION

CHAIRMAN LAYTON CITY PLANNING COMMISSION

CITY ENGINEER APPROVAL

APPROVED THIS 27TH DAY OF July, A.D. 19 78.

Byron McHenry
LAYTON CITY ENGINEER

LAYTON CITY COUNCIL APPROVAL

THIS SUBDIVISION IS HEREBY APPROVED AND ACCEPTED BY THE LAYTON CITY COUNCIL OF THE LAYTON TAX CORP OF THE CITY OF LAYTON, DAVIS COUNTY, UTAH, AT A REGULAR COUNCIL MEETING HELD THIS ____ DAY OF ____, A.D. 19__.

CITY RECORDER

Laura B. Shirley
LAYTON CITY MAYOR

OWNER'S DEDICATION

Know all men by these presents that the undersigned owner( ) of the above described tract of land having caused same to be subdivided into lots and streets to be hereinafter known as the

OAK FOREST NO. 7

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use.

In witness whereof I have hereunto set my hand this 26 day of July, A.D. 19 78.

Ivory & Company
Myron E. Cooley
General Partner

DAVIS COUNTY BOARD OF HEALTH

APPROVED THIS 20TH DAY OF July, A.D. 19 78.

Richard R. Harmsen

OAK FOREST NO. 7

LOCATED IN S.W. 1/4 SEC. 11, T.4N., R.1W., S.L.B.&M.
SE

SURVEYOR'S CERTIFICATE

I, Martin L. Risley, do hereby certify that I am a Registered Land Surveyor, and that I hold Certificate No. 4781 as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below and have subdivided said tract of land into lots and streets hereafter to be known as Oak Forest No. 7, and that same has been correctly surveyed and staked on the ground as shown on this plat.

Martin L. Risley

No. 4781 MARTIN L. RISLEY STATE OF UTAH

Job No. 1197

BOUNDARY DESCRIPTION

Beginning at a point which is S0°17'12"W 1997.42 feet along the 1/4 Section Line and N89°49'30"E 297.01 feet from the Center of Section 11, T.4 N., R.1 W., S.L.B. & M., said point also being the Southeast Corner of Lot 154, Oak Forest No.9 Subdivision; Thence along said subdivision the following 5 courses and distances: N0°17'12"E 199.28 feet, S89°42'48"E 79.00 feet, N0°17'12"E 300.00 feet, N70°17'12"E 100.00 feet, N15°17'12"E 227.72 feet to a point on the South Property Line of Lot 111 of Oak Forest No. 5 Subdivision; Thence along said subdivision the following 4 courses and distances: S80°00'E 133.03 feet, N58°22'E 80.28 feet, N10°00'E 46.61 feet, S80°00'E 120.27 feet to a point on the West Property Line of Lot 69, Oak Forest No. 3 Subdivision; Thence along said subdivision the following 4 courses and distances: S10°00'W 79.68 feet, S80°00'E 130.00 feet, N65°30'E 208.00 feet, N42°00'E 485.00 feet, Thence leaving said subdivision S0°24'19"W 1138.41 feet; Thence S89°49'30"W 1181.52 feet to the Point of Beginning. Containing 35 Lots and 20.177 Acres.

PREPARED BY
APOSHIAN CONSULTING ENGINEERS
1444 EAST 3300 SOUTH
SALT LAKE CITY, UTAH, TELE. 486-3844

RECORDED # 505343

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

DATE AUG 16, 1978 TIME 9:41 AM BOOK 723 PAGE 659
FEE $7.50 Marguerite S. Bourne
DAVIS COUNTY RECORDER

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
COUNTY OF ~~DAVIS~~ Salt Lake }

On the 6 day of July, A.D. 1978 personally appeared before me, the undersigned Notary Public in and for said County of ~~Davis~~ Salt Lake in said State of Utah, the signer ( ) of the above Owner's Dedication, Lenore C. Cooley in number, who duly acknowledged to me that Lenore C. Cooley signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES 11-17-79

NOTARY PUBLIC
RESIDING IN ~~DAVIS~~ COUNTY
Salt Lake

ACKNOWLEDGEMENT

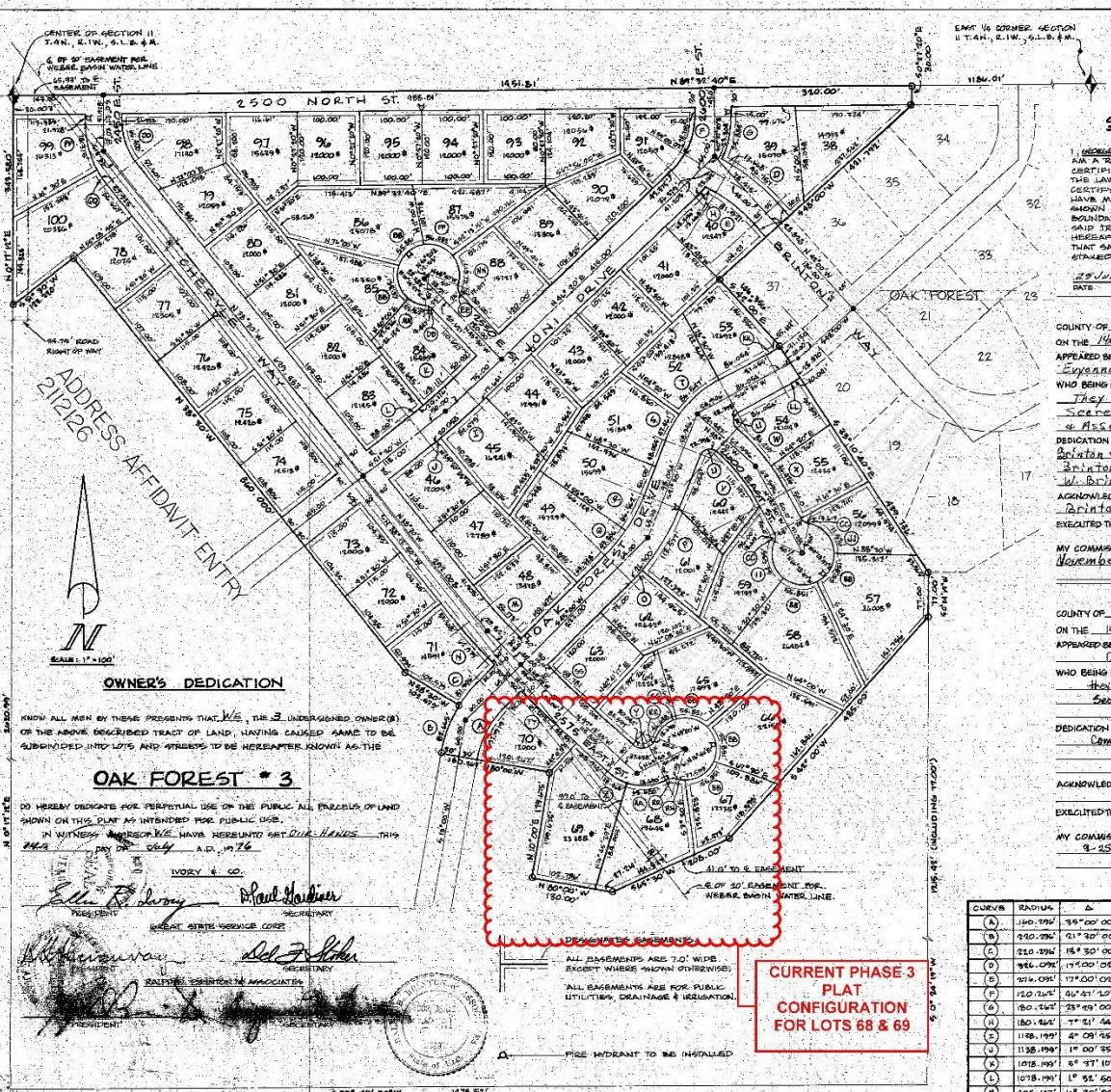
STATE OF UTAH } S.S.
COUNTY OF DAVIS }

On the ____ day of ____, A.D. 19__, personally appeared before me, ____ who being by me duly sworn or affirmed did say that ____ is/are the ____ of ____, and that the within Owner's Dedication was signed in behalf of said ____ by authority of ____ and the said ____ acknowledged to me that said ____ executed the same.

MY COMMISSION EXPIRES ____

NOTARY PUBLIC
RESIDING IN ____

Community & Economic Development Department



OAK FOREST # 3

A SUBDIVISION LOCATED IN THE S.E. ¼ OF SEC. 11, T.4N., R.1W., S.L.B. & M.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE 3 UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS THE

OAK FOREST # 3

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 14th DAY OF July A.D., 1976

IVORY & CO.

Ellis R. Ivory — PRESIDENT
D. Paul Gardner — SECRETARY

GREAT STATE SERVICE CORP.

R. G. Shumway — PRESIDENT
Del F. Stoker — SECRETARY

RALPH D. BRINTON & ASSOCIATES

PRESIDENT — SECRETARY

SURVEYOR'S CERTIFICATE

I, GEORGE E. APOSHIAN JR. DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 2967, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED IN THE BOUNDARY DESCRIPTION, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS OAK FOREST # 3 AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

29 June 1976 — DATE — George E. Aposhian Jr. — GEORGE E. APOSHIAN JR.

REGISTERED LAND SURVEYOR — GEORGE E. APOSHIAN JR. — 2967 — STATE OF UTAH

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF Salt Lake }

ON THE 14th DAY OF July, 1976 PERSONALLY APPEARED BEFORE ME Ralph D. Brinton and Evyenna W. Brinton

WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT They IS/ARE THE President and Secretary OF Ralph D. Brinton & Associates AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID Ralph D. Brinton & Associates BY AUTHORITY OF Ralph D. Brinton AND THE SAID Evyenna W. Brinton

ACKNOWLEDGED TO ME THAT SAID Ralph D. Brinton EXECUTED THE SAME.

PAMELA KOWALSKI NOTARY PUBLIC STATE OF UTAH

MY COMMISSION EXPIRES November 24, 1979 — NOTARY PUBLIC — Pamela Kowalski

RESIDING IN Salt Lake City

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF Salt Lake }

ON THE 14th DAY OF July, 1976 PERSONALLY APPEARED BEFORE ME: Ellis R. Ivory and D. Paul Gardner

WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT they IS/ARE THE President and Secretary OF Ivory and Company, AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID Ivory and Company BY AUTHORITY OF Ellis R. Ivory AND THE SAID D. Paul Gardner

ACKNOWLEDGED TO ME THAT SAID Ellis R. Ivory EXECUTED THE SAME.

MY COMMISSION EXPIRES 9-25-78 — NOTARY PUBLIC — Betsy R. Ivory

RESIDING IN Salt Lake City

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS S89°58'30"W 1180.01 FEET FROM THE SAME ℄ CORNER OF SECTION 11, T.4N., R.1W., S.L.B. & M., AND POINT ALSO BEING THE NORTHWEST CORNER OF OAK FOREST ACCORDING TO THE OFFICIAL PLAT THEREOF IN THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE ALONG THE WESTERLY BOUNDARY OF SAID OAK FOREST THE FOLLOWING 4 COURSES: S0°49'20"E 30 FEET; S 48°00' W 441.39 FEET; S 48°00'E 146.354 FEET; S 35°10' 40"E 489.784 FEET; THENCE S0°49'19"W 71.00 FEET; THENCE S48°00"W 485.00 FEET; THENCE S65°30'W 303.00 FEET; THENCE N 80°00'W 150.00 FEET; THENCE N10°00'E 119.678 FEET; THENCE N 80°00' W 150.347 FEET TO A POINT ON A 330.00' FOOT RADIUS CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S80°00'E; THENCE NORTHERLY ALONG SAID CURVE 82.445 FEET; THENCE N 68°30'W 102.679 FEET; THENCE N 38°30'W 860.000 FEET; THENCE N 51°30'W 153.220 FEET TO THE WEST LINE OF THE NORTH-EAST ¼ OF THE SAID SOUTH-EAST ¼ SECTION 11; THENCE N0°11'12"E ALONG SAID ¼ SECTION LINE 343.580 FEET TO THE CENTER OF SAID SECTION 11; THENCE N89°58'40"E 1491.81 FEET TO THE POINT OF BEGINNING. CONTAINING 27.165 ACRES, AND 68 LOTS.

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF Salt Lake }

ON THE 14 DAY OF July, 1976, PERSONALLY APPEARED BEFORE ME R. G. Shumway & Del F. Stoker

WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT they IS/ARE THE President & Secretary OF Great State Service Corp. AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID Great State Service Corp BY AUTHORITY OF R. G. Shumway & Del F. Stoker AND THE SAID Del F. Stoker

ACKNOWLEDGED TO ME THAT SAID R. G. Shumway EXECUTED THE SAME.

NOTARY PUBLIC STATE OF UTAH

MY COMMISSION EXPIRES 11-17-79 — NOTARY PUBLIC — Amanda Hunt

RESIDING IN Salt Lake City

CURVE DATA

CURVE	RADIUS	Δ	LENGTH	CHORD	CURVE	RADIUS	Δ	LENGTH	CHORD	CURVE	RADIUS	Δ	LENGTH	CHORD
(A)	1100.79'	35°00'00"	671.91'	661.40'	(I)	330.00'	15°30'00"	89.30'	89.02'	(Q)	284.50'	10°00'00"	49.68'	49.62'
(B)	270.79'	21°30'00"	101.62'	101.01'	(J)	1138.19'	1°00'35"	20.05'	20.05'	(R)	284.50'	10°00'00"	49.68'	49.62'
(C)	270.79'	15°30'00"	73.26'	73.03'	(K)	1078.19'	6°37'10"	124.61'	124.54'	(S)	284.50'	10°00'00"	49.68'	49.62'
(D)	966.09'	17°00'05"	286.75'	285.70'	(L)	1078.19'	1°53'50"	35.70'	35.70'	(T)	284.50'	10°00'00"	49.68'	49.62'
(E)	966.09'	17°00'05"	286.75'	285.70'	(M)	1095.19'	6°30'00"	124.29'	124.23'	(U)	284.50'	10°00'00"	49.68'	49.62'
(F)	120.26'	44°41'10"	93.80'	91.43'	(N)	555.19'	6°30'00"	63.00'	62.97'	(V)	284.50'	10°00'00"	49.68'	49.62'
(G)	180.26'	23°49'00"	74.92'	74.38'	(O)	342.50'	4°30'00"	26.92'	26.91'	(W)	284.50'	10°00'00"	49.68'	49.62'
(H)	180.26'	7°21'46"	23.15'	23.13'	(P)	342.50'	19°00'00"	113.57'	113.06'	(X)	284.50'	10°00'00"	49.68'	49.62'

CURVE	RADIUS	Δ	LENGTH	CHORD
(Y)	25.00'	65°51'17"	30.04'	28.68'
(Z)	85.00'	25°55'46"	38.48'	38.14'
(AA)	85.00'	42°56'09"	63.68'	62.20'
(BB)	50.000'	109°00'00"	95.84'	82.99'
(CC)	15.000'	82°01'15"	21.47'	19.67'
(DD)	15.000'	36°09'08"	9.47'	9.31'
(EE)	15.000'	65°00'00"	17.01'	16.11'
(FF)	50.000'	64°15'51"	56.08'	53.18'
(GG)	50.000'	109°00'00"	95.84'	82.99'
(HH)	50.000'	109°00'00"	95.84'	82.99'
(II)	50.000'	109°00'00"	95.84'	82.99'
(JJ)	50.000'	82°01'15"	71.57'	65.61'
(KK)	327.95'	4°40'40"	26.76'	26.75'
(LL)	327.95'	4°40'40"	26.76'	26.75'
(MM)	50.000'	49°00'09"	42.94'	41.65'
(NN)	50.000'	59°00'09"	51.51'	49.20'
(OO)	100.000'	35°00'40"	61.00'	60.18'
(PP)	1140.000'	2°30'40"	49.81'	49.80'
(QQ)	1140.000'	1°00'00"	19.95'	19.95'
(RR)	25.00'	42°50'00"	18.69'	18.26'
(SS)	1896.35'	2°18'48"	76.78'	76.77'
(TT)	1896.35'	2°18'48"	76.78'	76.77'

SEE ADDRESS AFFIDAVIT 1843-45

PLANNING COMMISSION
APPROVED THIS 22nd DAY OF June A.D. 1976 BY THE LAYTON CITY PLANNING COMMISSION.
D. William Day
CHAIRMAN LAYTON CITY PLANNING COMM.

CITY ENGINEER APPROVAL
APPROVED THIS 16th DAY OF July A.D. 1976
Alvin S. Swenson
LAYTON CITY ENGINEER

LAYTON CITY COUNCIL APPROVAL
THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE LAYTON CITY COUNCIL OF THE LAYTON CITY CORP. OF THE CITY OF LAYTON, DAVIS COUNTY, UTAH AT A REGULAR COUNCIL MEETING THIS 1st DAY OF August A.D. 1976
Lorin S. Gibbons
MAYOR LAYTON CITY
Karl W. Allen
RECORDER

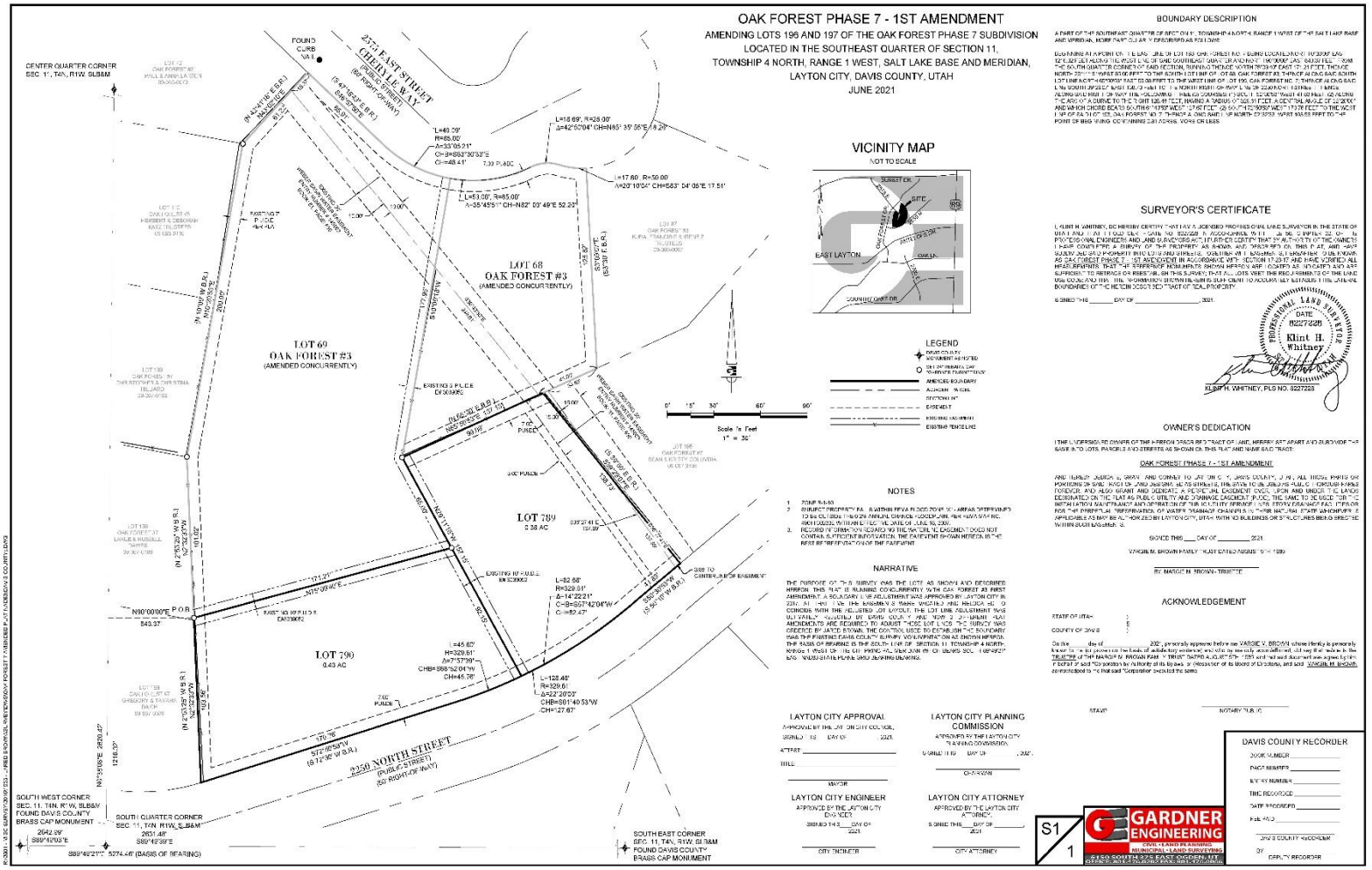
PREPARED BY
APOSHIAN CONSULTING ENGINEERS, INC.
1444 EAST 3300 SOUTH
SALT LAKE CITY, UTAH
PHONE: 486-3844
6017

RECORDED # 440939
STATE OF UTAH COUNTY OF DAVIS. RECORDED AND FILED AT THE REQUEST OF
DATE AUG. 20, 1976 TIME 3:51 PM BOOK 613 PAGE 580
$41.70 FEE PAID
MARGUERITE S. BOURNE
DAVIS COUNTY RECORDER
Marguerite S. Bourne

Community & Economic Development Department

OAK FOREST PHASE 7 - 1ST AMENDMENT

AMENDING LOTS 196 AND 197 OF THE OAK FOREST PHASE 7 SUBDIVISION
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,
LAYTON CITY, DAVIS COUNTY, UTAH
JUNE 2021



VICINITY MAP

NOT TO SCALE

LEGEND

- FOUND COUNTY MONUMENT AS NOTED
- SET 5/8" REBAR & CAP "GARDNER ENGINEERING"
- AMENDED BOUNDARY
- ADJACENT PLAT BOUNDARY
- SECTION LINE
- EASEMENT
- EXISTING MONUMENT
- EXISTING PROPERTY LINE

NOTES

1. ZONE R-1-10
2. SUBJECT PROPERTY IS WITHIN FEMA FLOOD ZONE "X" AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FEMA FIRM MAP NO. 49011C0252E, WITH AN EFFECTIVE DATE OF JUNE 18, 2007.
3. RECORD INFORMATION REGARDING THE WATERFALL EASEMENT DOES NOT CONTAIN SUFFICIENT INFORMATION. THE EASEMENT SHOWN HEREON IS THE BEST REPRESENTATION OF THE EASEMENT.

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS THE LOTS AS SHOWN AND DESCRIBED HEREON. THIS PLAT IS RUNNING CONCURRENTLY WITH OAK FOREST #3. FIRST AMENDMENT. A BOUNDARY LINE ADJUSTMENT WAS APPROVED BY LAYTON CITY IN 2021. AT THAT TIME THE ASSEMBLY & MARK WESTFIELD WAS RELOCATED TO COINCIDE WITH THE ADJUSTED LOT LAYOUT. THE LOT LINE ADJUSTMENT WAS MUTUALLY AGREED BY DAVID COLBY AND MARK D. WESTFIELD. FINAL MONUMENTS ARE REQUIRED TO ADJUST THOSE LOT LINES. THE SURVEY WAS ORDERED BY JARED BROWN. THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE PUBLISHED DAVIS COUNTY SURVEY MONUMENT ON AS SHOWN HEREON. THE BASIS OF BEARING IS THE SOUTH LINE OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, AS MEASURED BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 11, BEING S89°46'27"E 5274.46 FEET.

BOUNDARY DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 193 OAK FOREST NO. 7 BEING LOCATED N90°00'00"E 843.37 FEET ALONG THE POST LINE OF SAID SOUTHEAST QUARTER AND N0°00'00"E 1216.33 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION, RUNNING THENCE NORTH 89°34'47" EAST 21.21 FEET; THENCE NORTH 20°11'15" EAST 80.66 FEET TO THE SOUTH LOT LINE OF LOT 69, OAK FOREST #3; THENCE ALONG SAID LOT LINE NORTH 69°48'45" EAST 69.89 FEET TO THE WEST LINE OF LOT 195, OAK FOREST NO. 7; THENCE ALONG SAID LINE SOUTH 20°20'07" EAST 126.07 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 2250 NORTH STREET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 126.48 FEET, HAVING A RADIUS OF 328.91 FEET, A CENTRAL ANGLE OF 22°20'03" AND WHOSE CHORD BEARS SOUTH 61°30'53" WEST 125.67 FEET; THENCE SOUTH 72°40'55" WEST 170.76 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF LOT 193, OAK FOREST NO. 7 NORTH 0°13'33" WEST 169.87 FEET TO THE POINT OF BEGINNING CONTAINING 0.81 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND I HOLD LICENSE NO. 8227320 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE CONSTRUCTED A SURVEY OF THE PROPERTY AS SHOWN AND DESCRIBED ON THIS PLAT, AND HAVE SUBDIVIDED SAID PROPERTY INTO LOTS AND STREETS, TO BE HEREAFTER KNOWN AS LOTS 196 AND 197 AS OAK FOREST PHASE 7 - 1ST AMENDMENT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS. THAT THE REFERENCE MONUMENTS SHOWN HEREON ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; THAT ALL LOTS MEET THE REQUIREMENTS OF THE LAND USE CODE AND THE TITLE 19 ORDINANCES OF LAYTON CITY; AND TO ACCURATELY DESCRIBE THE LAND AND BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF SEAL PROPERTY.

SIGNED THIS _____ DAY OF _____, 2021.

PROFESSIONAL LAND SURVEYOR
DATE
8227320
Klint H. Whitney
UTAH

KLINT H. WHITNEY, PLS NO. 8227320

OWNER'S DEDICATION

I THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT:

OAK FOREST PHASE 7 - 1ST AMENDMENT

AND HEREBY DEDICATE TO LAYTON CITY, DAVIS COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND SHOWN AS STREETS, FOR THE USE OF THE PUBLIC FOREVER; AND ALSO GRANT AND DEDICATE A PERPETUAL EASEMENT OVER, UPON AND UNDER THE LAND DESIGNATED ON THIS PLAT AS PUBLIC UTILITY AND DRAINAGE EASEMENT (P.U.D.E.), THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF THE UTILITY SERVICE LINES FROM TIME TO TIME AS MAY BE DEEMED NECESSARY BY THE PROPER AUTHORITIES OF LAYTON CITY, DAVIS COUNTY, THE MUNICIPAL SERVICE DISTRICT AND/OR PUBLIC UTILITY COMPANIES AS APPLICABLE AS MAY BE AUTHORIZED BY LAYTON CITY, UTAH, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS.

SIGNED THIS ___ DAY OF _____, 2021.

VIRGIL M. BROWN FAMILY TRUST DATED AUGUST 5TH, 1999

BY: MARGIE M. BROWN - TRUSTEE

ACKNOWLEDGEMENT

STATE OF UTAH)
: S
COUNTY OF DAVIS)

On the ___ day of _____, 2021, personally appeared before me VARGIE V. BROWN, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that she is the TRUSTEE of the MARGIE M. BROWN FAMILY TRUST DATED AUGUST 5TH, 1999 and that said document was signed by her in behalf of said Corporation by Authority of its Bylaws or Resolution of its Board of Directors, and said VIRGIL M. BROWN acknowledged to me that said Corporation executed the same.

NOTARY PUBLIC

RESIDING

LAYTON CITY APPROVAL

APPROVED BY THE LAYTON CITY COUNCIL

SIGNED THIS ___ DAY OF _____, 2021.

ATTEST: _____

TITLE: _____

MAYOR

LAYTON CITY PLANNING COMMISSION

APPROVED BY THE LAYTON CITY PLANNING COMMISSION.

SIGNED THIS ___ DAY OF _____, 2021.

CHAIRMAN

LAYTON CITY ENGINEER

APPROVED BY THE LAYTON CITY ENGINEER

SIGNED THIS ___ DAY OF _____, 2021.

CITY ENGINEER

LAYTON CITY ATTORNEY

APPROVED BY THE LAYTON CITY ATTORNEY

SIGNED THIS ___ DAY OF _____, 2021.

CITY ATTORNEY

DAVIS COUNTY RECORDER

BOOK NUMBER _____
PAGE NUMBER _____
ENTRY NUMBER _____
TIME RECORDED _____
DATE RECORDED _____
FEE AMT _____

DAVIS COUNTY RECORDER

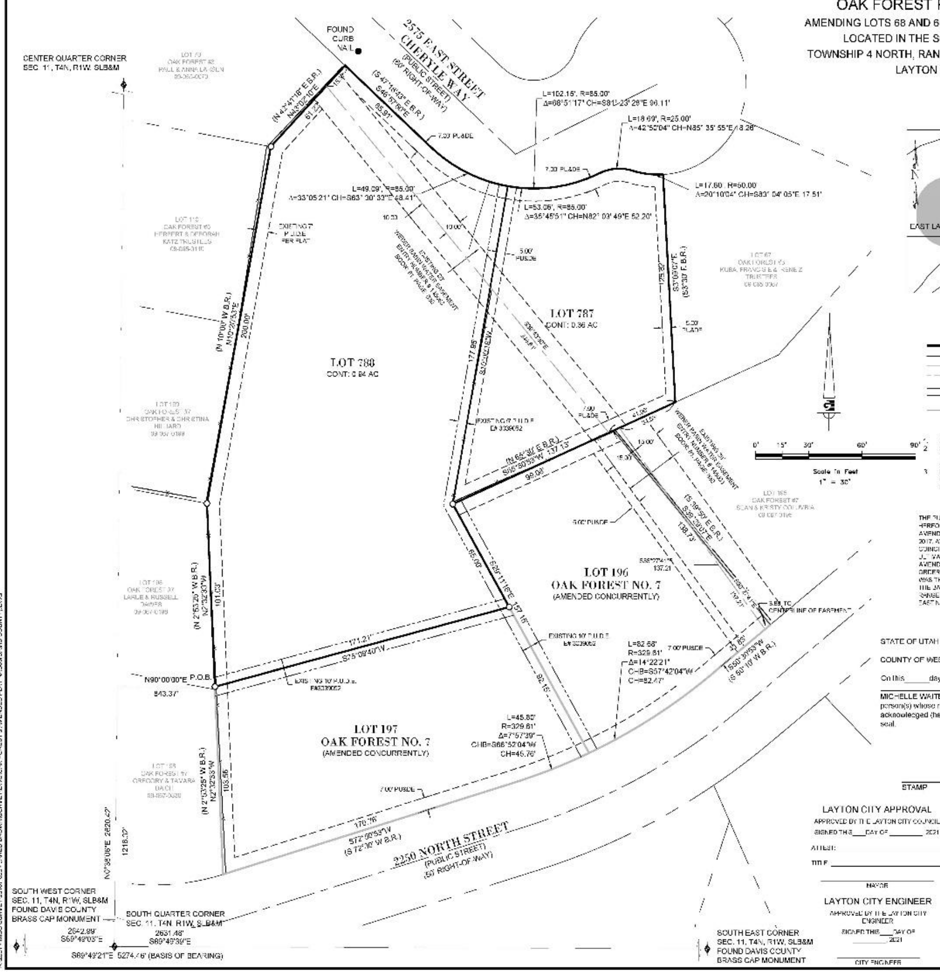
BY _____
DEPUTY RECORDER

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GARDNER ENGINEERING
CIVIL | LAND PLANNING
MUNICIPAL | LAND SURVEYING
5150 SOUTH 375 EAST OGDEN, UT

R:\2021 - JOBS\SURVEY\21-033 - JARED BROWN\DWG\BROWN FOREST 7 AMENDED PLAT 6.DWG\DAVIS COUNTY.DWG

Community & Economic Development Department

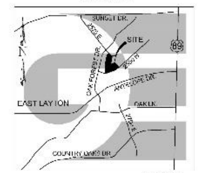


OAK FOREST PHASE 3 - 1ST AMENDMENT

AMENDING LOTS 68 AND 69 OF THE OAK FOREST PHASE 3 SUBDIVISION
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,
LAYTON CITY, DAVIS COUNTY, UTAH
JUNE 2021

VICINITY MAP

NOT TO SCALE



LEGEND

- DAVIS COUNTY MONUMENT AS NOTED
- SET 5/8" REBAR & CAP "GARDNER ENGINEERING"
- AMENDED BOUNDARY
- ADJACENT PARCEL
- SECTION LINE
- EASEMENT
- EXISTING EASEMENT
- EXISTING FENCE LINE
- WEBER BASIN EASEMENT CENTERLINE

NOTES

1. ZONE R-1-10
2. SUBJECT PROPERTY FALLS WITHIN FEMA FLOOD ZONE "X" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FEMA MAP NO. 49011C0233E WITH AN EFFECTIVE DATE OF JUNE 18, 2007.
3. RECORD INFORMATION REGARDING THE WATERLINE EASEMENT DOES NOT CONTAIN SUFFICIENT INFORMATION. THE EASEMENT SHOWN HEREON IS THE BEST REPRESENTATION OF THE EASEMENT.

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS THE LOTS AS SHOWN AND DESCRIBED HEREON. THIS PLAT IS RUNNING CONCURRENTLY WITH OAK FOREST NO. 7 FIRST AMENDMENT. A BOUNDARY LINE ADJUSTMENT WAS APPROVED BY LAYTON CITY IN 2017. AT THAT TIME THE EASEMENTS WERE VACATED AND RELOCATED TO COINCIDE WITH THE ADJUSTED LOT LAYOUT. THE LOT LINE ADJUSTMENT WAS ULTIMATELY REJECTED BY DAVIS COUNTY AND NOW 2 DIFFERENT PLAT AMENDMENTS ARE REQUIRED TO ADJUST THESE LOT LINES. THE SURVEY WAS ORDERED BY JARED BROWN. THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING DAVIS COUNTY SURVEY MONUMENTATION AS SHOWN HEREON. THE BASIS OF BEARING IS THE SOUTH LINE OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN WHICH BEARS SOUTH 89°49'21" EAST NAD83 STATE PLANE GRID BEARING.

ACKNOWLEDGEMENT

STATE OF UTAH)
§
COUNTY OF WEBER)

On this ______ day of ______________ 2021, before me ______________, A Notary Public, personally appeared MICHELLE WAITE. Proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal.

STAMP ______________ NOTARY PUBLIC

LAYTON CITY APPROVAL

APPROVED BY THE LAYTON CITY COUNCIL,
SIGNED THIS ___ DAY OF ________, 2021

ATTEST:

TITLE ______________

MAYOR

LAYTON CITY PLANNING COMMISSION

APPROVED BY THE LAYTON CITY PLANNING COMMISSION,
SIGNED THIS ___ DAY OF ________, 2021

CHAIRMAN

LAYTON CITY ENGINEER

APPROVED BY THE LAYTON CITY ENGINEER
SIGNED THIS ___ DAY OF ________, 2021

CITY ENGINEER

LAYTON CITY ATTORNEY

APPROVED BY THE LAYTON CITY ATTORNEY
SIGNED THIS ___ DAY OF ________, 2021.

CITY ATTORNEY

BOUNDARY DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 198, OAK FOREST NO. 7 BEING LOCATED NORTH 0°38'06" EAST 1216.32 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER AND NORTH 90°00'00" EAST 843.37 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION; RUNNING THENCE ALONG THE COMMON BOUNDARY WITH OAK FOREST NO. 7, OAK FOREST #5 AND OAK FOREST #3 THE FOLLOWING THREE (3) COURSES: (1) NORTH 02°32'33" WEST 101.03 FEET, (2) NORTH 10°20'53" EAST 200.00 FEET, (3) NORTH 43°02'13" EAST 61.22 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 2575 EAST STREET; THENCE ALONG SAID LINE THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 46°57'52" EAST 85.91 FEET; (2) ALONG THE ARC OF A 85.00 FOOT RADIUS CURVE TO THE LEFT 102.15 FEET, HAVING A CENTRAL ANGLE OF 68°51'17" WITH CHORD BEARING SOUTH 81°23'28" EAST 96.11 FEET; (3) ALONG THE ARC OF A 25 FOOT RADIUS CURVE TO THE RIGHT 18.69 FEET, HAVING A CENTRAL ANGLE OF 42°50'04" WITH A CHORD BEARING NORTH 85°35'55" EAST 18.26 FEET; (4) ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT 17.60 FEET, HAVING A CENTRAL ANGLE OF 20°10'04" WITH A CHORD BEARING SOUTH 83°04'05" EAST 17.51 FEET TO THE NORTHEAST CORNER OF LOT 68 OF OAK FOREST #3; THENCE ALONG THE EAST LINE OF SAID LOT 68 SOUTH 03°09'07" EAST 125.63 FEET TO THE SOUTH LINE OF SAID LOT 68; THENCE ALONG SAID SOUTH LINE OF SAID LOT 68 SOUTH 65°50'53" WEST 137.13 FEET; THENCE SOUTH 29°11'19" EAST 65.00 FEET; THENCE SOUTH 75°09'40" WEST 171.21 FEET TO THE POINT OF BEGINNING. CONTAINING 1.30 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY AS SHOWN AND DESCRIBED ON THIS PLAT, AND HAVE SUBDIVIDED SAID PROPERTY INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS OAK FOREST PHASE 3 - 1ST AMENDMENT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN HEREON ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; THAT ALL LOTS MEET THE REQUIREMENTS OF THE LAND USE CODE; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS ________ DAY OF ______________, 2021.

PROFESSIONAL LAND SURVEYOR DATE 8227228 Klint H. Whitney STATE OF UTAH

KLINT H. WHITNEY, PLS NO. 8227228

OWNER'S DEDICATION

I THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT

OAK FOREST PHASE 3 - 1ST AMENDMENT

AND HEREBY DEDICATE, GRANT AND CONVEY TO LAYTON CITY, DAVIS COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO GRANT AND DEDICATE A PERPETUAL EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THE PLAT AS PUBLIC UTILITY AND DRAINAGE EASEMENTS (PUDE), THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES OR FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY LAYTON CITY, UTAH WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS.

SIGNED THIS ___ DAY OF ________ 2021.

MARGIE M. BROWN FAMILY TRUST DATED AUGUST 5TH, 1985

BY: MARGIE M. BROWN - TRUSTEE

BY: NATHAN WAITE

BY: MICHELLE WAITE

ACKNOWLEDGEMENT

STATE OF UTAH :
§
COUNTY OF DAVIS :

On this ______ day of ______________ 2021, personally appeared before me MARGIE M. BROWN, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the TRUSTEE of THE MARGIE M. BROWN FAMILY TRUST DATED AUGUST 5TH, 1985, and that said document was signed by him in behalf of said "Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said MARGIE M. BROWN acknowledged to me that said "Corporation executed the same.

STAMP ______________ NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF UTAH)
§
COUNTY OF WEBER)

On this ______ day of ______________ 2021, before me ______________, A Notary Public, personally appeared NATHAN WAITE. Proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal.

STAMP ______________ NOTARY PUBLIC

DAVIS COUNTY RECORDER

BOOK NUMBER ______________
PAGE NUMBER ______________
ENTRY NUMBER ______________
TIME RECORDED ______________
DATE RECORDED ______________
FEE PAID ______________

DAVIS COUNTY RECORDER

BY ______________ DEPUTY RECORDER

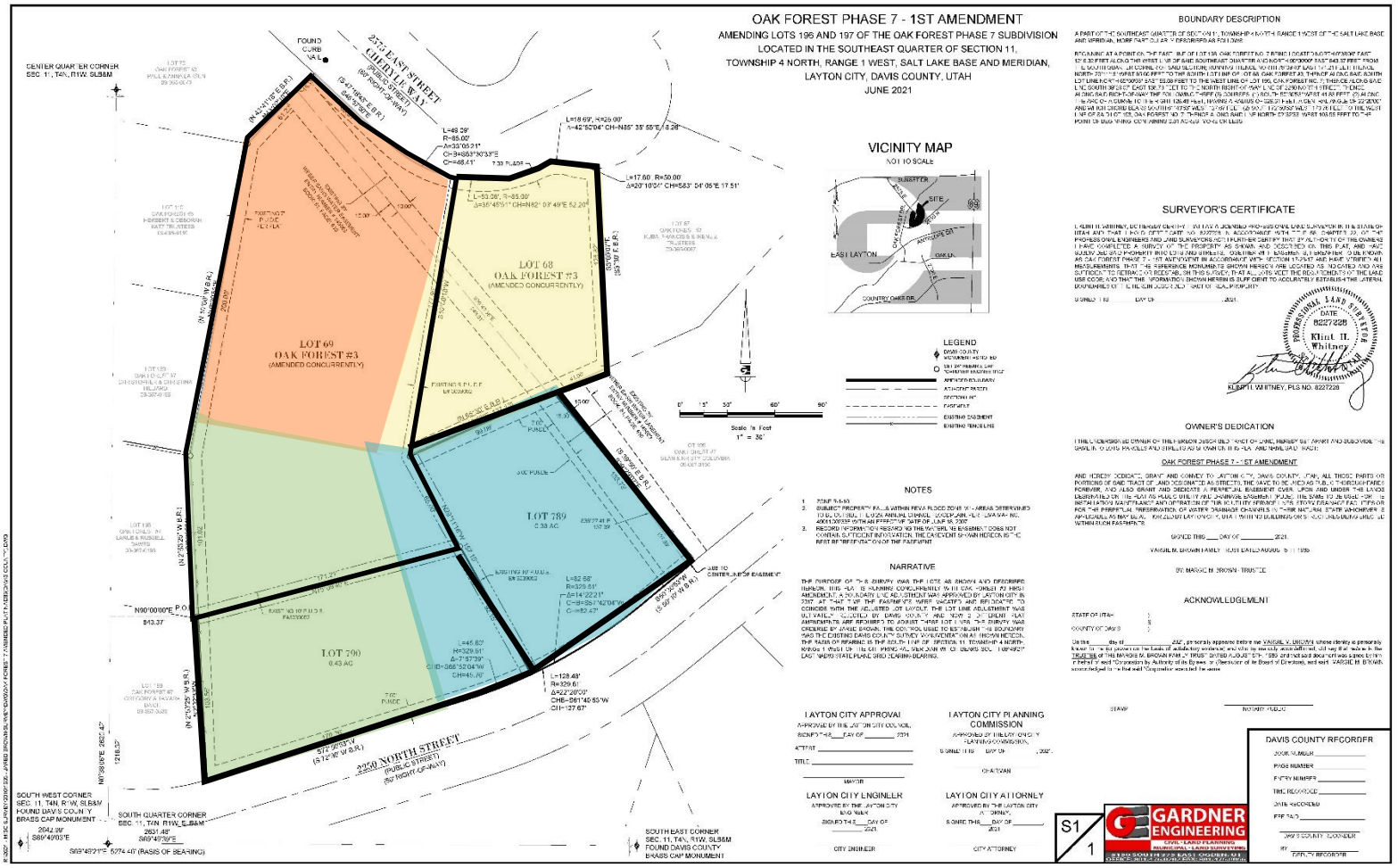
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GARDNER ENGINEERING
CIVIL • LAND PLANNING
MUNICIPAL • LAND SURVEYING
6150 SOUTH 375 EAST OGDEN, UT
OFFICE: 801.476.0202 FAX: 801.476.0066

Community & Economic Development Department

OAK FOREST PHASE 7 - 1ST AMENDMENT

AMENDING LOTS 196 AND 197 OF THE OAK FOREST PHASE 7 SUBDIVISION
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,
LAYTON CITY, DAVIS COUNTY, UTAH
JUNE 2021



VICINITY MAP

NOT TO SCALE

LEGEND

- FOUND COUNTY MONUMENT AS NOTED
- SET 24" REBAR & CAP "CHRISTENSEN ENGINEERING"
- ADJACENT PARCEL
- SECTION LINE
- EASEMENT
- EXISTING EASEMENT
- EXISTING TERRACE LINE

NOTES

1. ZONE R4-10
2. SUBJECT PROPERTY IS ALL WITHIN FEMA FLOOD ZONE "X" - AREAS DETERMINED TO BE OUTSIDE 0.2 ANNUAL CHANCE FLOODPLAIN PER LETTER OF MAP REVISION 49011C0335F WITH AN EFFECTIVE DATE OF JUNE 18, 2007.
3. RECORD INFORMATION REGARDING THE WATER LINE EASEMENT DOES NOT CONTAIN SUFFICIENT INFORMATION. THE EASEMENT SHOWN HEREON IS THE BEST REPRESENTATION OF THE EASEMENT.

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO MOVE THE LOTS AS SHOWN AND DESCRIBED HEREON. THIS PLAT IS RUNNING CONCURRENTLY WITH OAK FOREST #3 FIRST AMENDMENT. A BOUNDARY LINE ADJUSTMENT WAS APPROVED BY LAYTON CITY IN 2007 AT THAT TIME THE EASEMENTS WERE VACATED AND RELOCATED TO COINCIDE WITH THE ADJUSTED LOT LAYOUT. THE LOT LINE ADJUSTMENT WAS NOT VALID ACCORDING TO DAVIS COUNTY AND NOW THE 2 LOT LINE ADJUSTMENTS ARE BEING MADE TO ADJUST THESE LOT LINES. THIS SURVEY WAS ORDERED BY JANICE BROWN, THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING DAVIS COUNTY SURVEY MONUMENTATION AS SHOWN HEREON. THE BASIS OF BEARING IS THE SOUTH LINE OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 WEST, IN THE GEODETIC DATUM OF UTAH'S SOUTH ZONE, NAD 83/2011 EPOCH 2010.00 STATE PLANE GRID BEARING/BEARING.

LAYTON CITY APPROVAL

APPROVED BY THE LAYTON CITY COUNCIL
SIGNED THIS ___ DAY OF _____ 2021
ATTEST _____
TITLE _____
MAYOR

LAYTON CITY PLANNING COMMISSION

APPROVED BY THE LAYTON CITY PLANNING COMMISSION.
SIGNED THIS ___ DAY OF _____, 2021.
CHAIRMAN

LAYTON CITY ENGINEER

APPROVED BY THE LAYTON CITY ENGINEER
SIGNED THIS ___ DAY OF _____ 2021.
CITY ENGINEER

LAYTON CITY ATTORNEY

APPROVED BY THE LAYTON CITY ATTORNEY.
SIGNED THIS ___ DAY OF _____ 2021
CITY ATTORNEY

BOUNDARY DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 196, OAK FOREST NO. 7 BEING LOCATED NORTH 00°00'00" EAST 1,216.32 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER AND NORTH 90°00'00" EAST 843.37 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION; RUNNING THENCE NORTH 00°00'00" EAST 293.00 FEET ALONG SAID EAST LOT LINE TO THE NORTH LOT LINE OF LOT 69, OAK FOREST #3; THENCE ALONG SAID NORTH LOT LINE NORTH 90°00'00" EAST 183.00 FEET TO THE WEST LINE OF LOT 195, OAK FOREST NO. 7; THENCE ALONG SAID WEST LINE SOUTH 00°00'00" EAST 109.73 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CHERYLE STREET; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 89°59'54" WEST 41.83 FEET; (2) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 265.00 FEET, (CHORD BEARS NORTH 89°22'30" WEST 17.76 FEET) 17.76 FEET; (3) NORTH 87°27'35" WEST 100.00 FEET; (4) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, (CHORD BEARS NORTH 29°32'25" WEST 19.09 FEET) 20.42 FEET; (5) NORTH 29°32'25" WEST 100.58 FEET TO THE POINT OF BEGINNING, CONTAINING 2.01 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, KURT H. WHITNEY, DO HEREBY CERTIFY: THAT I AM A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY AS SHOWN AND DESCRIBED ON THIS PLAT, AND HAVE SUBDIVIDED SAID PROPERTY INTO LOTS AND STREETS, TO BE HEREAFTER KNOWN AS LOTS 196 AND 197 OF OAK FOREST PHASE 7 - 1ST AMENDMENT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, THAT THE REFERENCE MONUMENTS SHOWN HEREON ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR RESTORE, ON THIS SURVEY, THAT ALL LOTS MEET THE REQUIREMENTS OF THE LAND USE CODE AND THAT THE INFORMATION SHOWN HEREON IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE SUBDIVISION AS DESCRIBED AND SHOWN ON THE PLAT.

SIGNED THIS ___ DAY OF _____, 2021.

KURT H. WHITNEY, PLS NO. 8227228

OWNER'S DEDICATION

I (WE), THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS AND STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT

OAK FOREST PHASE 7 - 1ST AMENDMENT

AND HEREBY DEDICATE, GRANT AND CONVEY TO LAYTON CITY, DAVIS COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO GRANT AND DEDICATE A PERPETUAL EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THE PLAT AS PUBLIC UTILITY AND DRAINAGE EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND STORM DRAINAGE FACILITIES AND FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE SAID LANDS AND LOTS ARE SUBJECT TO, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS.

SIGNED THIS ___ DAY OF _____, 2021.

VANGIE M. BROWN FAMILY TRUST DATED AUGUST 6TH, 1999

BY: MARGIE M. BROWN - TRUSTEE

ACKNOWLEDGMENT

STATE OF UTAH)
: ss
COUNTY OF DAVIS)

On the ___ day of _____, 202_, personally appeared before me VANGIE V. BROWN whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly acknowledged, did say that she is the TRUSTEE of THE MARGIE M. BROWN FAMILY TRUST DATED AUGUST 6TH, 1999 and that said document was signed by her in behalf of said Corporation by Authority of its Bylaws or Resolution of its Board of Directors, and each VANGIE M. BROWN acknowledged to me that said Corporation executed the same.

STAMP _____
NOTARY PUBLIC

DAVIS COUNTY RECORDER

BOOK NUMBER _____
PAGE NUMBER _____
ENTRY NUMBER _____
TIME RECORDED _____
DATE RECORDED _____
FEE PAID _____
DAVIS COUNTY RECORDER
BY _____
DEPUTY RECORDER

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GARDNER ENGINEERING
CIVIL · LAND PLANNING
MUNICIPAL · LAND SURVEYING
5150 SOUTH 1500 WEST · RIVERDALE, UTAH 84405
OFFICE: 801.621.3100 · FAX: 801.621.2666

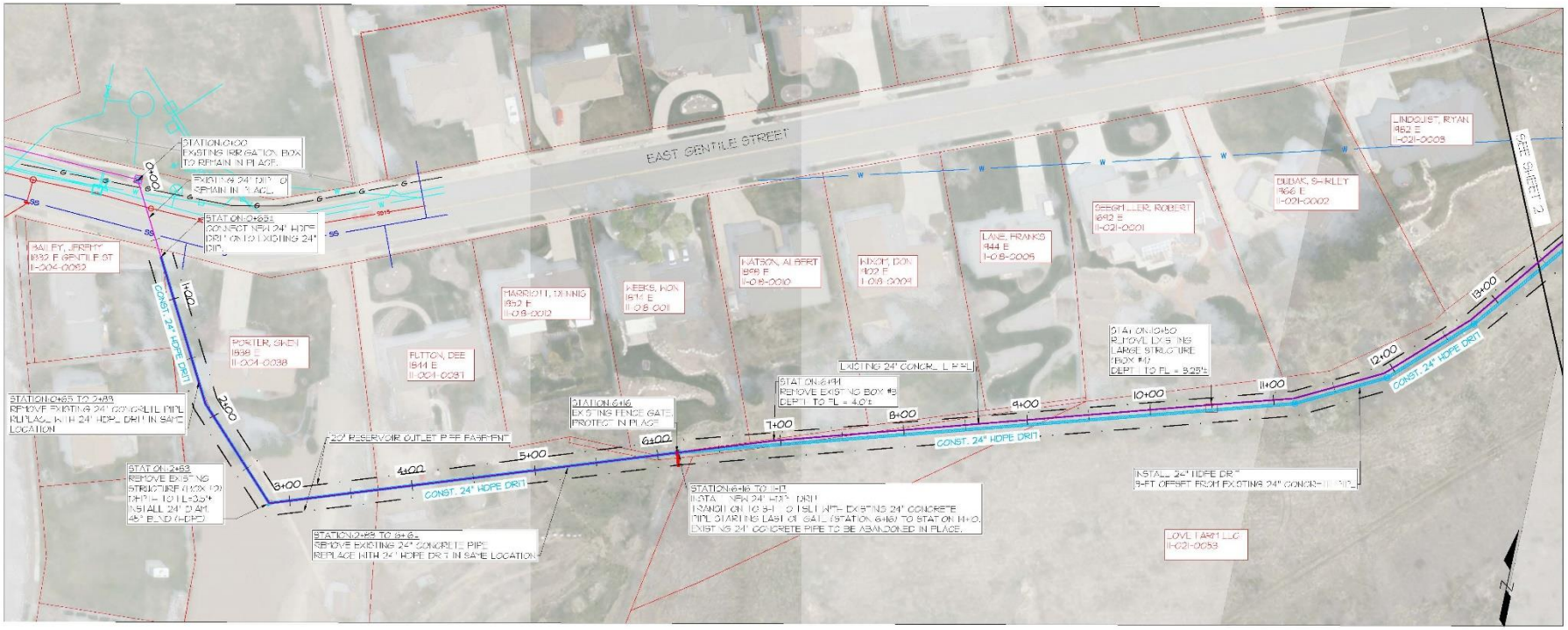
K:\2021 - MISC. SURVEY\2021-02 - JARED BROWN (SHERWOOD)\OAK FOREST 7 AMENDED PLAT\PLAT\2021-02 OAK FOREST 7 AMENDED PLAT.DWG


LOT 65
OAK FOREST #3
AMENDED CONSECUTIVELY
LOT 66
OAK FOREST #3
AMENDED CONSECUTIVELY
LOT 794
LOT 793
POINT OF BEGINNING
P.O.B.
SOUTH QUARTER CORNER
2000 NORTH STREET

Layton
Community • Prosperity • Choice

Agreement between Layton City and Holmes Creek Irrigation Company Reservoir Outlet Pipe Resolution 21-56

Community & Economic Development Department



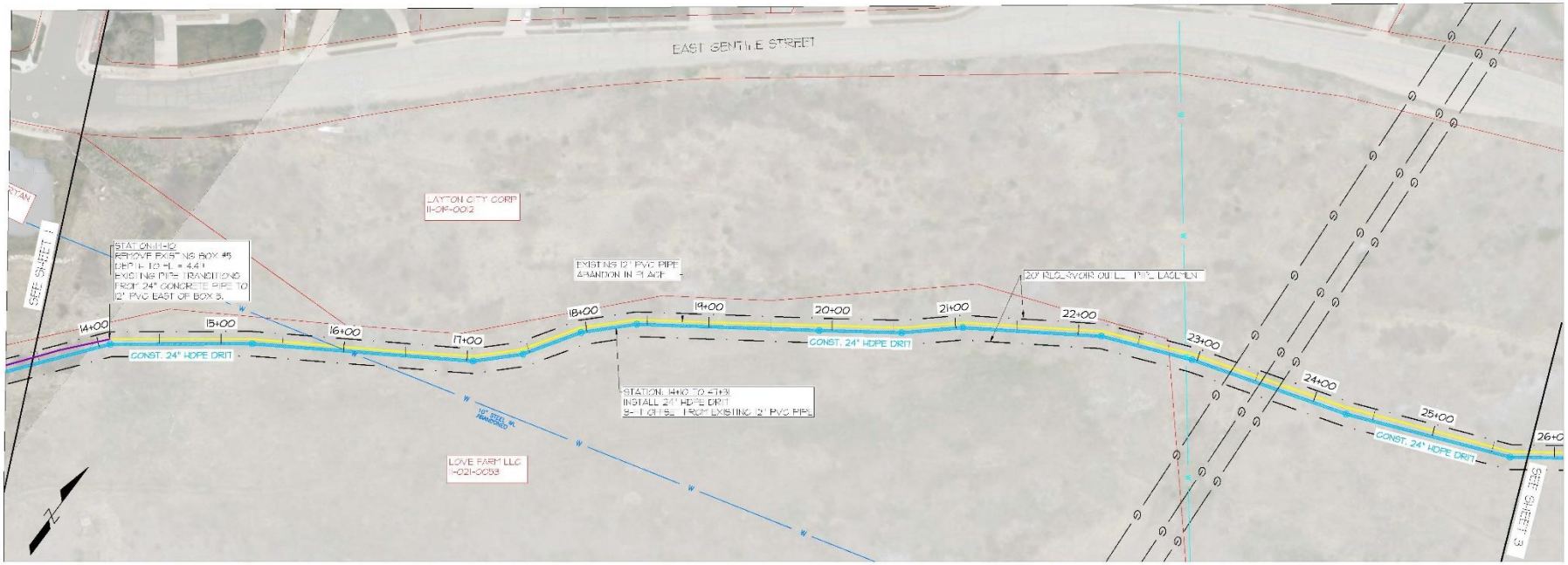
LEGEND

EXISTING 24" IRR (CONCRETE)
EXISTING 12" IRR (PVC)
PROPOSED 24" IRR (HDPE) (RESERVOIR OUTLET PIPE)
20' RESERVOIR OUTLET PIPE EASEMENT

0 100 200 Feet

Layton City		REVISION	BY DATE	DESIGNED BY S FUHR	DATE 3.17.21	HORIZONTAL SCALE 1" = 80'	EXHIBIT A HOLMES CREEK RESERVOIR OUTLET PIPE	DRAWING # 1 OF 3
				DRAWN BY S FUHR	DATE 3.17.21	VERTICAL SCALE NA		
				APPROVED BY S JACKSON	DATE	VIEW NAME PLOT		

Community & Economic Development Department



LEGEND

EXISTING 24" IRR (CONCRETE)

EXISTING 12" IRR (PVC)

PROPOSED 24" IRR (HDPE) (RESERVOIR OUTLET PIPE)

20' RESERVOIR OUTLET PIPE EASEMENT

0 100 200 Feet

Layton City		REVISION	BY	DATE	DESIGNED BY S FUHR	DATE 3.17.21	HORIZONTAL SCALE 1" = 80'	EXHIBIT A	DRAWING # 2 OF 3
					DRAWN BY S FUHR	DATE 3.17.21	VERTICAL SCALE NA	HOLMES CREEK RESERVOIR OUTLET PIPE	
					APPROVED BY S JACKSON	DATE	VIEW NAME PLOT		

Community & Economic Development Department



Layton City		REVISION	BY	DATE	DESIGNED BY S FUHR	DATE 3.17.21	HORIZONTAL SCALE 1" = 80'	EXHIBIT A HOLMES CREEK RESERVOIR OUTLET PIPE	DRAWING # 3 OF 3
					DRAWN BY S FUHR	DATE 3.17.21	VERTICAL SCALE NA		
					APPROVED BY S JACKSON	DATE	VIEW NAME PLOT		

Community & Economic Development Department

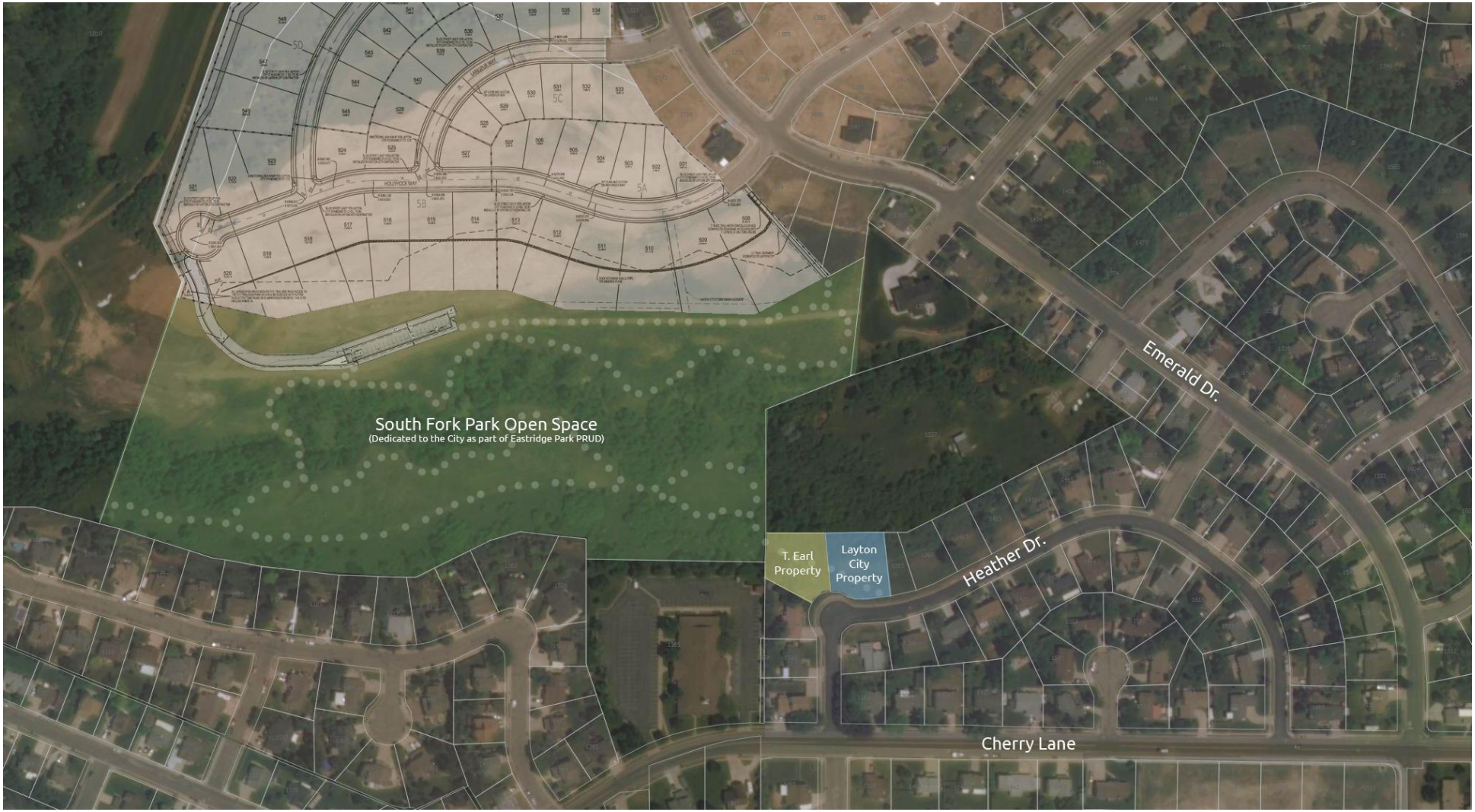
Layton
Community • Prosperity • Choice

Agreement for the Purchase of Land between Layton City and Tyler Earl

Community & Economic Development Department



Community & Economic Development Department


South Fork Park Open Space
(Dedicated to the City as part of Eastridge Park PRUD)
Emerald Dr.
Heather Dr.
T. Earl Property
Layton City Property
Cherry Lane