

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WEBER BASIN PROJECT
DAVIS AQUEDUCT
4.3-0.1L LATERAL

09-088-0126
09-232-0002

E 3043609 B 6844 P 402-423
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/07/2017 12:15 PM
FEE \$0.00 Pgs: 22
DEP RT REC'D FOR LAYTON CITY CORP

EASEMENT ENCROACHMENT AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND
TETON INVESTMENT HOLDING
AND
LAYTON CITY CORPORATION

RETURNED
SEP 07 2017

THIS EASEMENT ENCROACHMENT AGREEMENT made this 12 day of July, 2017, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as Reclamation Laws, among the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as the United States, TETON INVESTMENT HOLDING, AND LAYTON CITY CORPORATION, hereinafter referred to as the Permittees.

WITNESSETH THAT:

WHEREAS, the United States is the Grantee of certain easements acquired for the Davis Aqueduct (Aqueduct), the 4.3-0.1L Lateral (Lateral) and other Weber Basin Project (Project) facilities all being duly recorded in the Davis County Recorder's Office, State of Utah, hereinafter referred to as the Easement of the United States; and

WHEREAS, the Permittees plan to utilize property in such a manner as to encroach upon the Easement of the United States in a manner more particularly specified hereinafter; and

WHEREAS, the United States is willing to agree to said encroachment, upon conditions more particularly specified hereinafter.

NOW, THEREFORE, the United States hereby agrees to encroachment upon the Easement of the United States by the Permittees only to the extent and for the purposes set forth below:

The Permittees will construct, operate and maintain two roadways, North Village Drive and South Village Drive, with both streets having curbs, gutters and sidewalks. Utilities being installed under the streets include: 8-inch sewer lines, 8-inch storm drains and 8-inch water lines. The roadways will cross the Davis Aqueduct stations 240+60 and 243+60. The Aqueduct consists of a 78-inch Class A Pipe and the Lateral is a 10-inch shotcote pipe at both street crossings. The street crossings will be bridged as shown on Exhibit G. All utilities crossing under the Aqueduct and Lateral will be encased in steel carrier pipes that will extend 10 feet beyond the bridge footings, and have a

minimum vertical separation of 18 inches between the top of carrier pipes and the bottom of the Aqueduct and Lateral. The 8-inch water lines will be installed below the Aqueduct and will be required to have a restrained joint system within the Easement of the United States. Exhibits E and F show a 15-inch storm drain running parallel with the Aqueduct within the Easement of the United States. This storm drain must be removed out of the easement.

An inspector from the Weber Basin Water Conservancy District (District) will be notified 48 hours in advance so he may be present to monitor all excavation activities. He will be present while both the Aqueduct and Lateral are pot-holed to verify their exact location and depth. If the Lateral needs to be relocated to accommodate the bridging the Aqueduct, it may be relocated under the direction and to the specifications of the inspector.

All earth material placed within the excavated Easement of the United States will be compacted as described in EXHIBIT A, paragraphs L and M. The District will determine the allowable period of construction. All work will be accomplished as shown and described on EXHIBITS B, C, D, E, F and G.

After the construction of the roadways and the installation of the utilities they will be owned, operated and maintained by Layton City. Any future operation or maintenance work done within the Easement of the United States must be preapproved by the District so they may coordinate protection measures for the Aqueduct and Lateral.

1. The federal agency is the Department of the Interior, Bureau of Reclamation, represented by the officer executing this Agreement, his duly appointed successor, or his duly authorized representative.

2. The United States guidelines for agreeing to such encroachment upon the Easement of the United States are shown on EXHIBIT A, attached hereto and by this reference made a part hereof.

3. The Permittees or their Contractors shall perform all work within the encroachment area in accordance with the plans, drawings, guidelines, and maps attached hereto, and in a manner satisfactory to the United States, the District.

4. SEVERABILITY: Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

5. ILLEGAL USE: Any Permittee or Permittee authorized activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

6. TERMINATION OF AGREEMENT: This agreement will terminate and all rights of the Permittees hereunder will cease, and the Permittees will quietly deliver to the United States

possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted, after failure of the Permittees to observe any of the conditions of this agreement, and on the tenth day following service of written notice to the Permittees of termination because of failure to observe such condition.

7. HOLD HARMLESS: The Permittees hereby agree to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Permittees activities under this agreement.

(a) In consideration of the United States agreeing to encroachment upon the Easement of the United States by the Permittees, the Permittees hereby agree to indemnify and hold the United States and the District, their agents, employees, and assigns, harmless from any and all claims whatsoever for personal injuries or damages to property when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use or presence of the encroachment upon the Easement of the United States, regardless of the cause of said injuries or damages; provided, however, that nothing in this agreement shall be construed as releasing the United States or the District from responsibility for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

(b) In consideration of the United States agreeing to the Permittees encroaching upon the Easement of the United States, the Permittees agree that the United States shall not be responsible for any damage caused to facilities, equipment, structures, or other property if damaged by reason of encroachment upon the Easement of the United States by the Permittees. The Permittees hereby release the United States and the District, their officers, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever which may result to the Permittees from the construction, operation, and maintenance of Project works upon said lands; provided that nothing in this Agreement shall be construed as releasing the United States or the District from liability for their own negligence.

(c) If the maintenance or repair of any or all structures and facilities of the United States located on the easement area should be made more expensive by reason of the existence of the encroachment improvements or works of the Permittees or their Contractors will promptly pay to the United States or the District, their agents or assigns, responsible for operation and maintenance of said structures or facilities, the full amount of such additional expense upon receipt of an itemized bill.

8. PROTECTION OF UNITED STATES INTERESTS: The Permittees shall comply with all applicable laws, ordinances, rules, and regulations enacted or promulgated by any Federal, state, or local governmental body having jurisdiction over the encroachment.

9. UNRESTRICTED ACCESS: The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to

survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever.

10. COVENANT AGAINST CONTINGENT FEES: The Permittees warrant that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agencies maintained by the Permittees for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this agreement without liability or in its discretion to require the Permittees to pay the full amount of such commission, percentage, brokerage, or contingent fee.

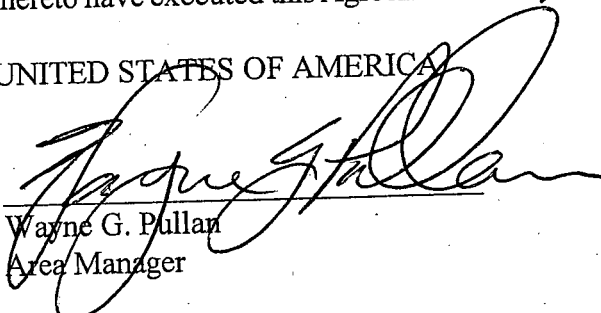
11. OFFICIALS NOT TO BENEFIT: No member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

12. SUCCESSORS IN INTEREST OBLIGATED: The provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto; provided, however, that no such heir, executor, administrator, personal representative, successor or assigns of the Permittees shall have the right to use, alter, or modify the encroachment in a manner which will increase the burden of the encroachment of the Easement of the United States.


13. This agreement makes no finding as to the right, title, or validity of the Permittees or the encroaching interest, but merely defines the conditions under which the encroachment will not be deemed unreasonable by the United States.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.


UNITED STATES OF AMERICA


Wayne G. Pullan
Area Manager

TETON INVESTMENT HOLDING


Title: _____

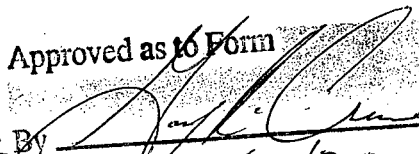
LAYTON CITY CORPORATION


Mayor

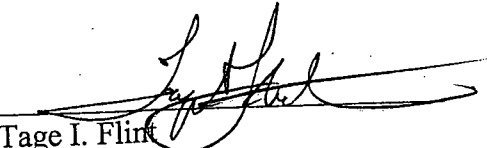
Attest: Kimberly Read
City Recorder



Approved as to Form

By 
Date 4/20/2017

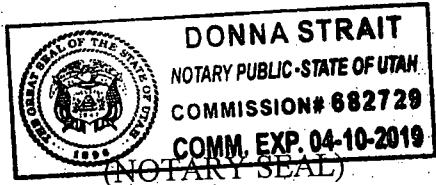
CONCUR:
WEBER BASIN WATER CONSERVANCY DISTRICT

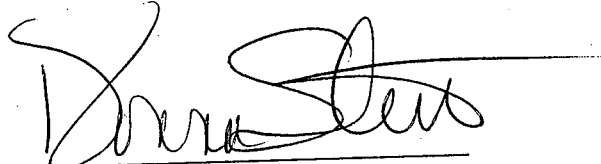

Tage I. Flint
General Manager

ACKNOWLEDGMENT OF THE UNITED STATES

State of UT)
) ss.
County of UT)

On this 17 day of July, 2017, personally appeared before me
Wayne G. Pullan, known to me to be the Area Manager of
the Provo Area Office, Bureau of Reclamation, Upper Colorado Region, United States
Department of Interior, the signer of the above instrument, who duly acknowledged to me that he
executed the same on behalf of the United States of America pursuant to authority delegated to
him.





Notary Public

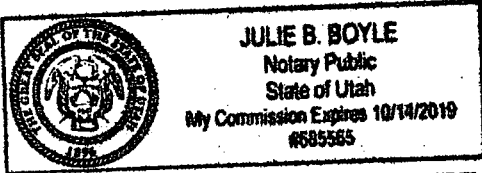
ACKNOWLEDGMENT OF TETON INVESTMENT HOLDING

State of UT)
) ss.
County of)

On the 20 day of April, 2017 personally appeared before me Gary M. Wright, known to me to be the Manager, of TETON INVESTMENT HOLDING, and the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of TETON INVESTMENT HOLDING, pursuant to authority delegated to him.

(NOTARY SEAL)

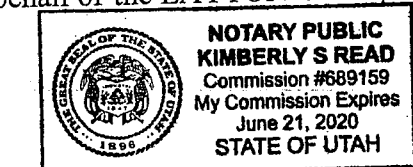
Julie B. Boyle
Notary Public



ACKNOWLEDGMENT OF LAYTON CITY CORPORATION

State of UT)
) ss.
County of Davis)

On this 18th day of May, 2017, personally appeared before me Robert J. Stevenson, known to me to be the Mayor of LAYTON CITY and the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of the LAYTON CITY pursuant to authority delegated to him.



(NOTARY SEAL)

Kimberly S. Read
Notary Public

EXHIBIT A

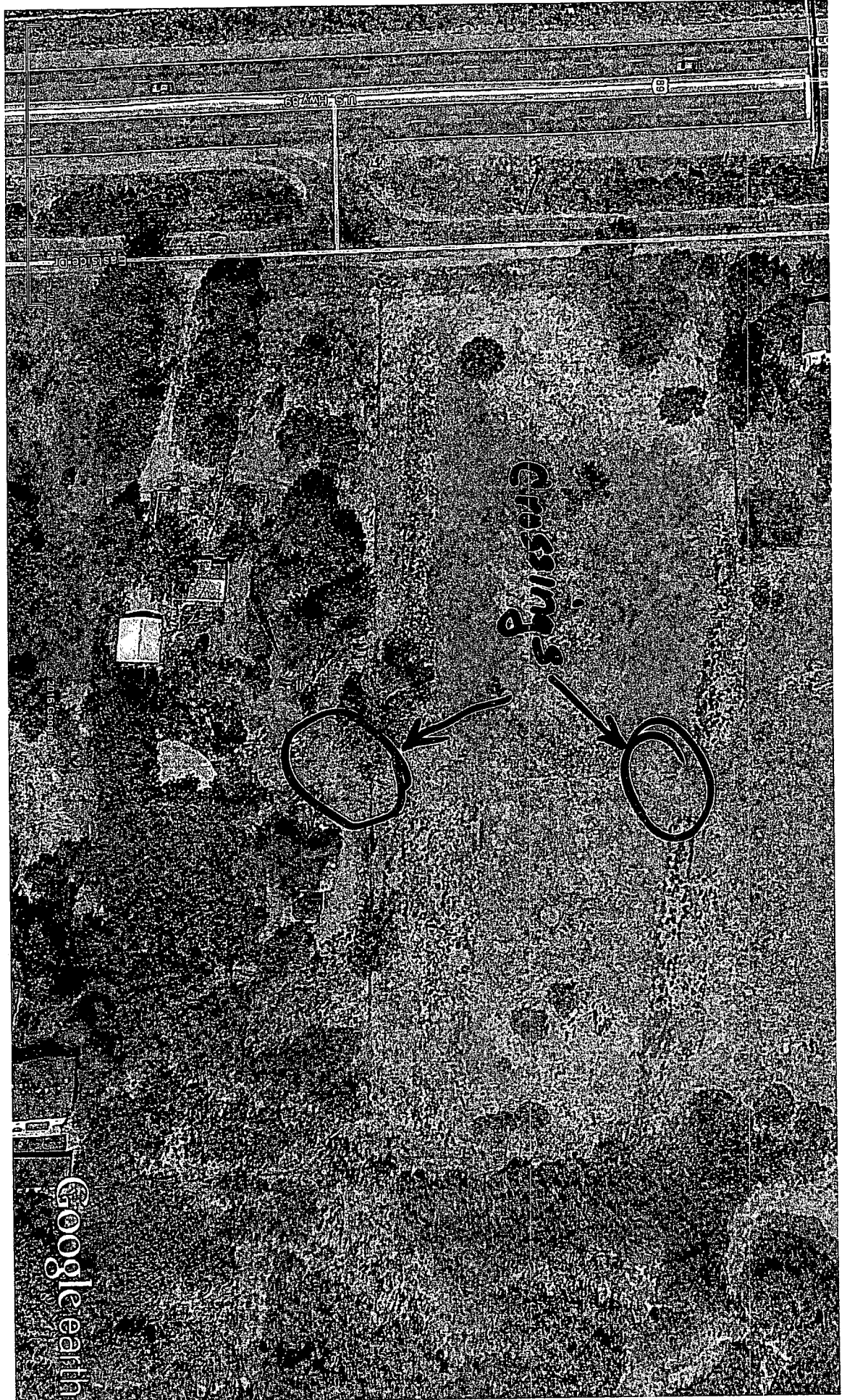
PROTECTION CRITERIA

- A. Surface structures that generally will be allowed to be constructed within United States rights-of-way include asphalt roadways, with no utilities within roadway, non-reinforced parking lots, curbs, gutters and sidewalks, walkways, driveways, fences with gated openings (no footings, foundation, and masonry block walls). However, where United States system pipe has specific maximum and minimum cover designation the special requirements for roadways, parking lots and driveways crossing over the pipe shall be obtained from the United States for the maximum allowable external loading or minimum cover. **HOWEVER, IT IS UNDERSTOOD THAT ALL SURFACE STRUCTURES SHALL BE ANALYZED AND CONSIDERED ON AN INDIVIDUAL BASIS.**
- B. Structures that may not be constructed in, on, or along United States rights-of-way include but are not limited to, permanent structures such as buildings, garages, carports, trailers, and swimming pools as designated by the United States.
- C. No trees or vines will be allowed within the rights-of-way of the United States.
- D. All temporary or permanent changes in ground surfaces within United States rights-of-way are to be considered encroaching structures and must be handled as such. Earthfills and cuts on adjacent property shall not encroach onto United States rights-of-way without prior approval by the United States.
- E. Existing gravity drainage of the United States rights-of-way must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under the United States rights-of-way without adequate provision for removal of drainage water or adequate protection of the United States rights-of-way.
- F. Prior to construction of any structure that encroaches within United States rights-of-way, an excavation must be made to determine the location of existing United States facilities. The excavation must be made by or in the presence of the District or the United States.
- G. Any contractor or individual constructing improvements in, on, or along United States rights-of-way must limit his construction to the encroaching structure previously approved and construct the improvements strictly in accordance with plans or specifications.
- H. The ground surfaces within United States rights-of-way must be restored to a condition equal to that which existed before the encroachment work began or as shown on the approved plans or specifications.

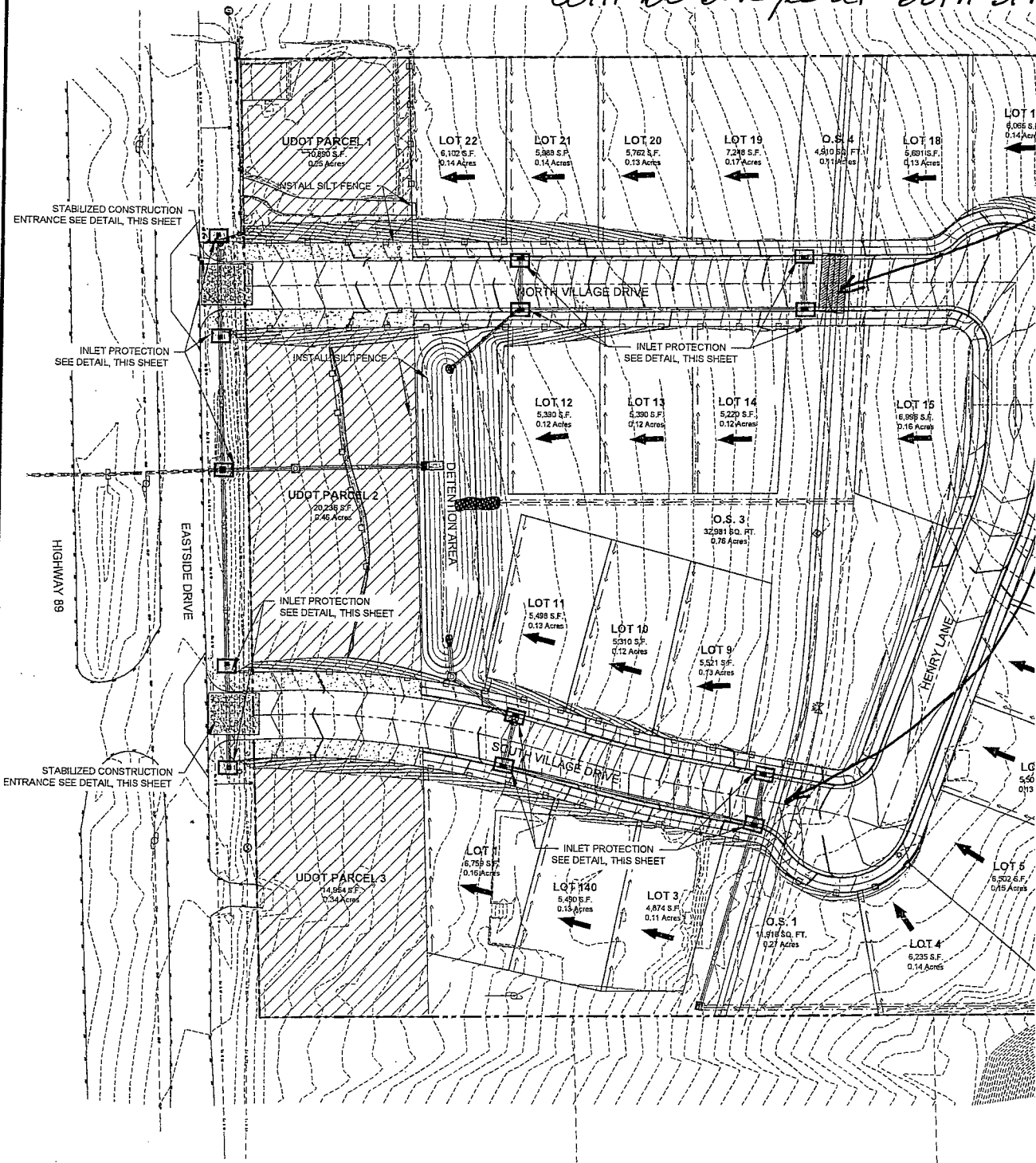
- I. The owner of newly constructed facilities that encroach on United States rights-of-way shall notify the United States upon completion of construction and shall provide the United States with two copies of as-built drawings showing actual improvements in, on, or along the rights-of-way.
- J. Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give the District at least 10 days notice in writing before entering upon United States rights-of-way for the purpose of reconstructing, repairing, or removing the encroaching structure or performing any work on or in connection with the operation of the encroaching structure.
- K. If unusual conditions are proposed for the encroaching structure or unusual field conditions within United States rights-of-way are encountered, the United States reserves the right to impose more stringent criteria than those prescribed herein.
- L. All backfill material within United States rights-of-way shall be compacted to 90 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within 6 inches of the projects works whenever possible. In no case will mechanical compaction using heavy equipment be allowed over the project works or within 18 inches horizontally of the projects works.
- M. The backfilling of any excavation or around any structure within the United States rights-of-way shall be compacted in layers not exceeding 6 inches thick to the following requirements: (1) cohesive soils to 90 percent maximum density specified by ASTM Part 19, D-698, method A; (2) noncohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.
- N. Any nonmetallic encroaching structure below ground level shall be accompanied with a metallic strip within the United States rights-of-way.
- O. Owners of encroaching facilities shall notify the United States at least forty-eight (48) hours in advance of commencing construction to permit inspection by the United States.
- P. No use of United States lands or rights-of-way shall be permitted that involve the storage of hazardous material.

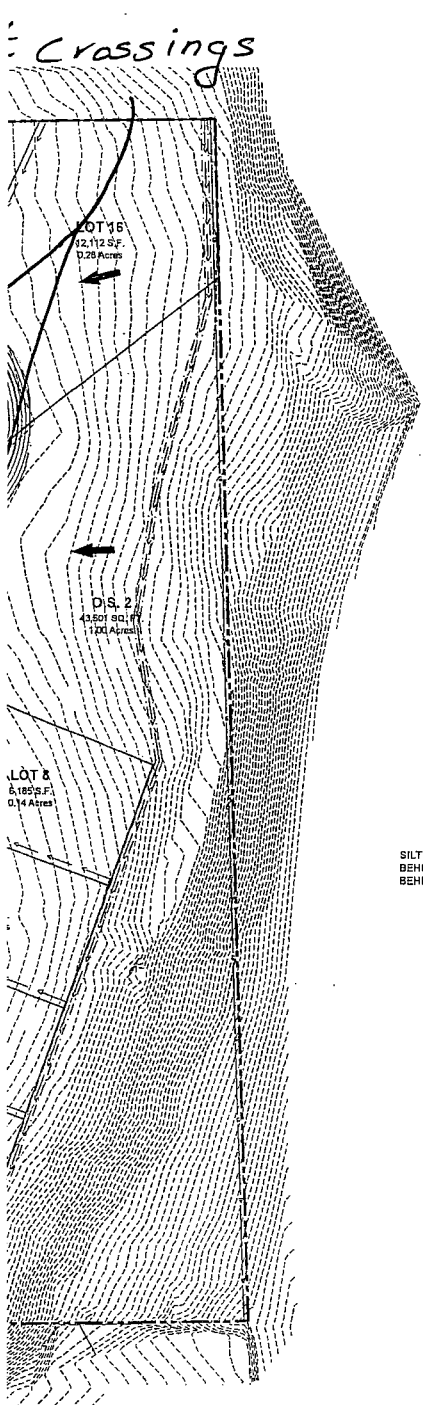
Google earth

feet
meters



*Aqueduct 78-inch Class A
and
10-inch Shotcrete pipes
will be bridged at both str*





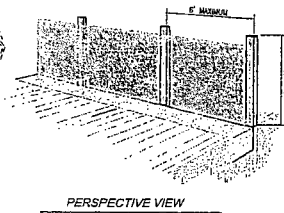
LEGEND

- SILT FENCE
- STABILIZED CONSTRUCTION ENTRANCE
- INLET PROTECTION
- PROJECT BOUNDARY
- DIRECTION OF EXISTING GROUND OVERLAND FLOW
- PROPOSED FLOW DIRECTION

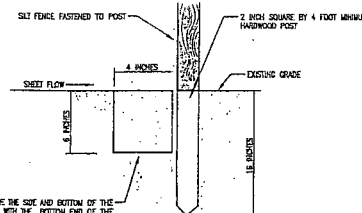


GENERAL NOTES:

- 1) SEE SHEET EC2 FOR DETAILS AND ADDITIONAL NOTES.
- 2) CONTRACTOR TO OBTAIN AND FOLLOW STORM WATER POLLUTION PREVENTION PLAN (SWPPP). SEE SWPPP FOR FULL DESCRIPTION OF EROSION CONTROL MEASURES.
- 3) RE-SEED DISTURBED AREAS WITH NATIVE SEED MIX.
- 4) DISTURBED SLOPES ARE TO BE ROUGHENED TO DECREASE EROSION. REFER TO SWPPP FOR MORE INFO.
- 5) DUST CONTROL MEASURES ARE TO BE EMPLOYED DURING THE ENTIRE COURSE OF THIS PROJECT.



PERSPECTIVE VIEW



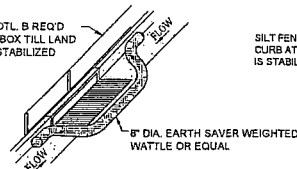
PLAN VIEW

SILT FENCE GENERAL NOTES:

1. WHERE POSSIBLE, LAYOUT THE SILT FENCE 5 FOOT TO 10 FOOT BEYOND THE TOE OF SLOPE.
2. ALIGN THE FENCE ALONG THE CONTOUR AS CLOSE AS POSSIBLE.
3. WHEN EXCAVATING THE TRENCH, USE MACHINERY THAT WILL PRODUCE NO MORE THAN THE DESIRED DIMENSIONS.
4. AVOID USING JOINTS ALONG THE FENCE AS MUCH AS POSSIBLE. IF A JOINT IS NECESSARY, SPLICE THE SILT FENCE AT A POST WITH A 6 INCH OVERLAP AND SECURELY FASTEN BOTH ENDS TO THE POST.
5. MAINTAIN A PROPERLY FUNCTIONING SILT FENCE THROUGHOUT THE DURATION OF THE PROJECT OR UNTIL DISTURBED AREAS HAVE BEEN VEGETATED.
6. REMOVE SEDIMENT AS IT ACCUMULATES AND PLACE IT IN A STABLE AREA.
7. WHEN PLACING FENCE ON SLOPES STEEPER THAN 2:1 SEE SWPPP REPORT.

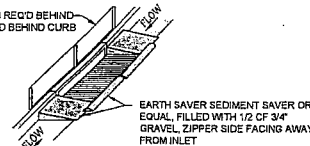
1 SILT FENCE DETAIL
SCALE: NTS

SILT FENCE PER DTL. B REQ'D BEHIND CURB AT BOX TILL LAND BEHIND CURB IS STABILIZED



WATTLE OPTION

SILT FENCE PER DTL. B REQ'D BEHIND CURB AT BOX TILL LAND BEHIND CURB IS STABILIZED

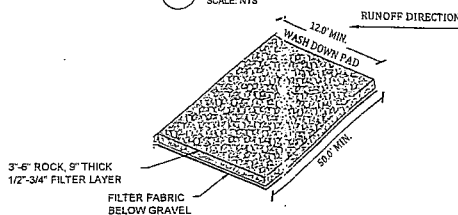


SANDBAG OPTION

NOTES:

1. PLACE WATTLES OR GRAVEL BAGS TIGHT AGAINST CURB TO PREVENT SEDIMENT-LADEN WATER FROM GETTING BETWEEN CURB AND WATTLE/BAG.
2. PLACE WATTLES OR GRAVEL BAGS SUCH THAT FLOW DOES NOT OVERTOP CURB OR ROAD CENTERLINE.
3. INSPECT INLET PROTECTION AFTER EVERY LARGE STORM EVENT AND AT LEAST BI-WEEKLY, OR PER SWPPP REQUIREMENTS, WHICHEVER IS MORE STRINGENT, TO ENSURE THAT SEDIMENT CONTROL IS MEETING ITS DESIGN INTENT. MAINTAIN AND/OR REPLACE AS NEEDED.
4. REMOVE SEDIMENT ACCUMULATED WHEN IT REACHES 50% OF GRAVEL BAG OR WATTLE HEIGHT.
5. CONTRACTOR MAY SUBMIT AN ALTERNATIVE METHOD OF INLET PROTECTION. THE ALTERNATIVE METHOD SHALL BE APPROVED BY THE CITY INSPECTOR AND THE ENGINEER (IF RECORD).
6. BEFORE PLACEMENT OF CURB, STABILIZATION OF LAND BEHIND CURB, AND/OR PAVING, MAINTAIN TOP OF INLET AT 6" ABOVE GRADE, AND SURROUND WITH SILT FENCE FOR SEDIMENTATION AROUND BOX. MAINTAIN SILT FENCE BEHIND BOX UNTIL LAND BEHIND CURB IS STABILIZED.

2 INLET PROTECTION DETAIL
SCALE: NTS



NOTE: PLACE SIGN ADJACENT TO ENTRANCE * CONSTRUCTION TRAFFIC ONLY * ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT SITE AT THIS LOCATION *

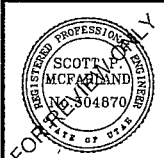
3 STABILIZED CONST. ENTRANCE DETAIL
SCALE: NTS

REVISION	DATE	NO.

DRAWING IS NOT TO SCALE IF BAR DOES NOT MEASURE 1 INCH

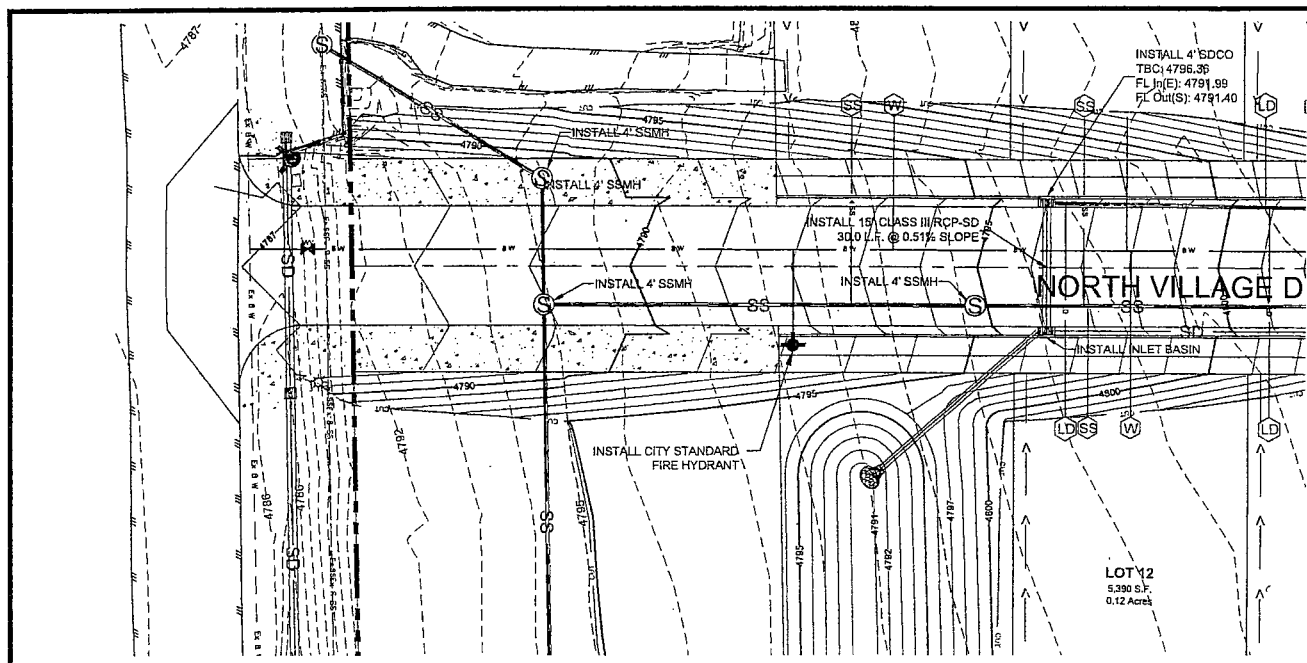
**EASTSIDE VILLAGE
OVERALL GRADING AND
UTILITY PLAN**
LAYTON CITY, DAVIS COUNTY, UTAH

Scott P. McFarland, PE
Professional Engineer
347 East 1275 South
Kaysville, Utah 84037
801.726.0797 (P)
- smp@scottpe.com

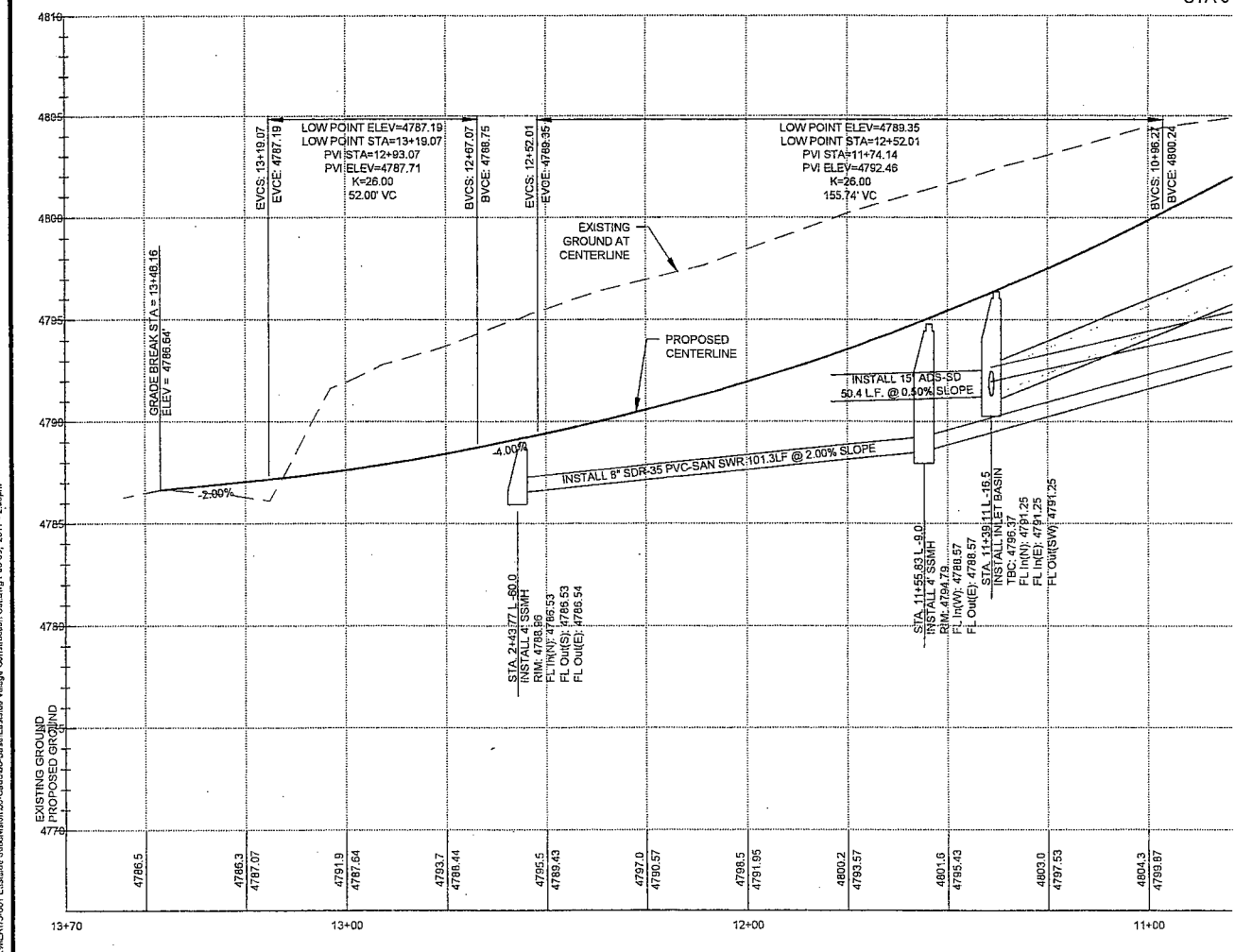


DESIGN:	SPH
DRAWN:	SPH
CHECKED:	SRA
DATE:	2-8-17

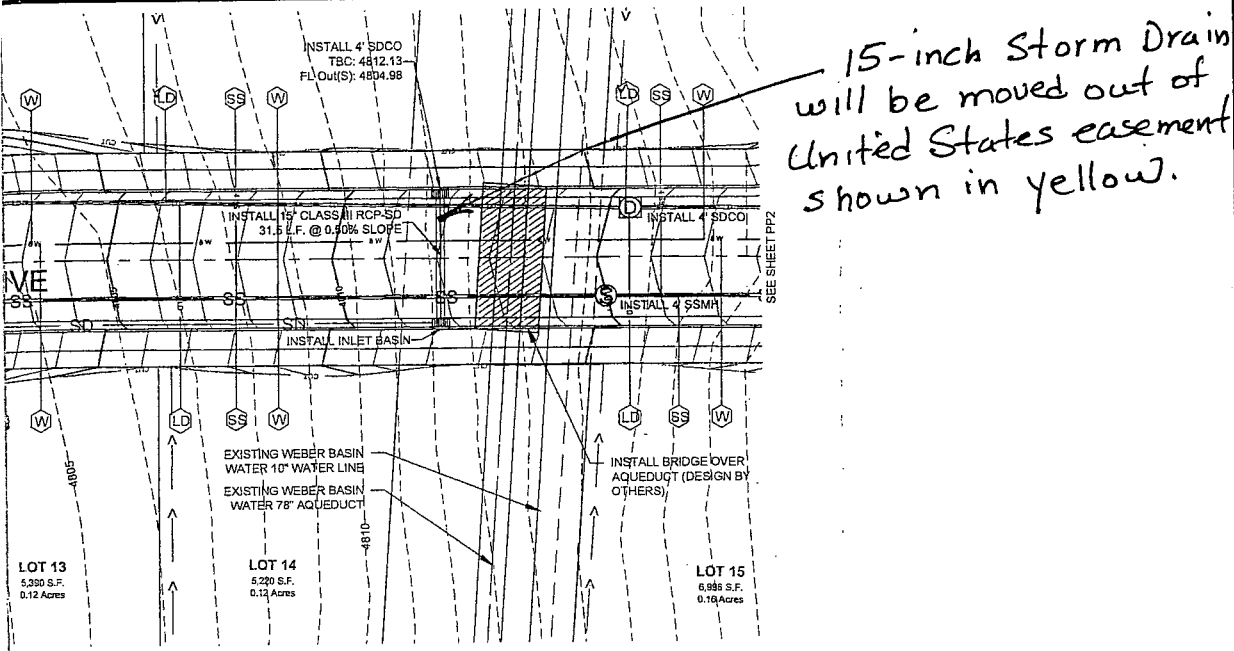
SHEET:
GD1



NORTH V
STA 9



L:\MGA\15-001 -Estate Subdivision\00-Cadd\00-Bar\Estate Village Construction S.dwg Feb 05, 2017 - 2:09pm



15-inch Storm Drain will be moved out of United States easement shown in yellow.

NO.	DATE	REVISION

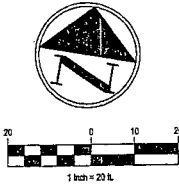
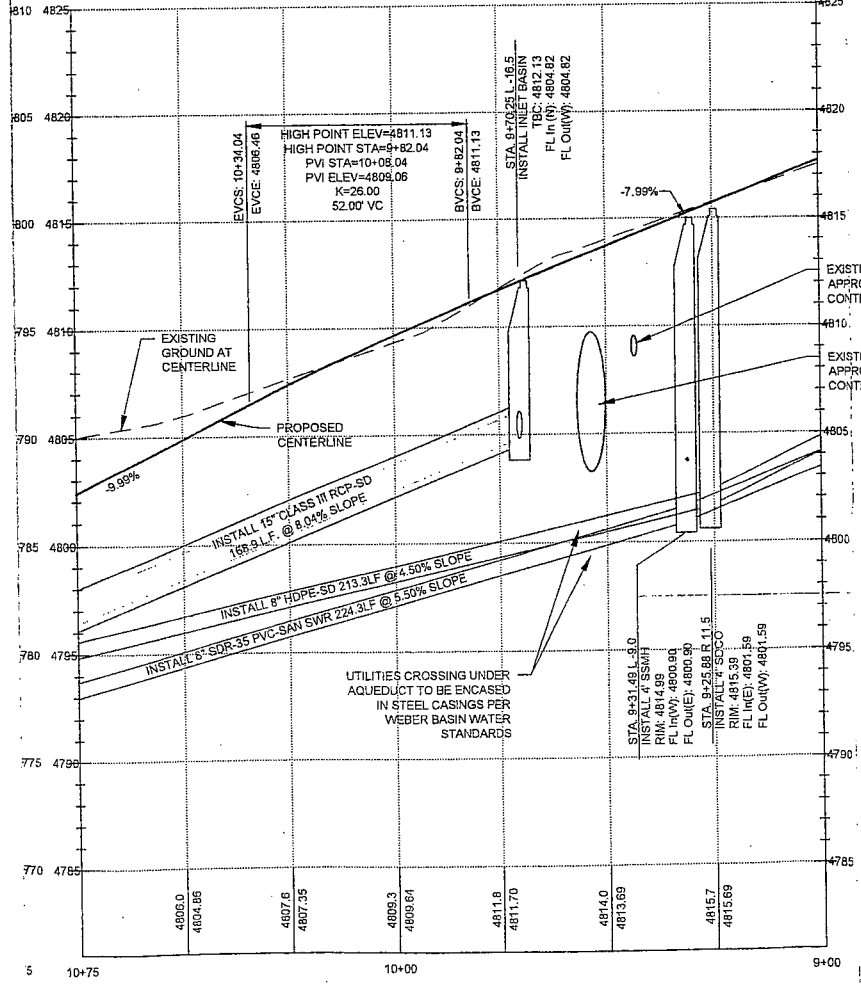
DRAWING IS NOT TO SCALE IF BAR DOES NOT MEASURE 1 INCH

EASTSIDE VILLAGE

PLAN AND PROFILE SHEETS

LAYTON CITY, DAVIS COUNTY, UTAH

LLAGE DRIVE
TO STA 13+75



Scott P. McFarland, PE
Project Manager
367 East 925 South
Keyville, Utah 84037
801.788.8797 (M)
spm@scottmcfarland.com

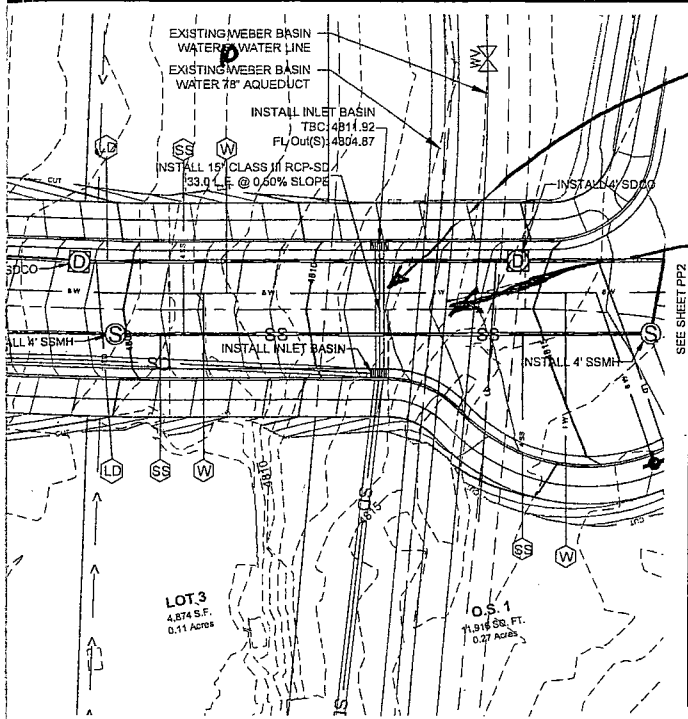


DESIGN: SPM
DRAWN: SPM
CHECKED: SPM
DATE: 2-8-17

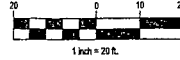
SHEET:
PP3

Exhibit E

Storm Drain to be moved out of U.S. easement

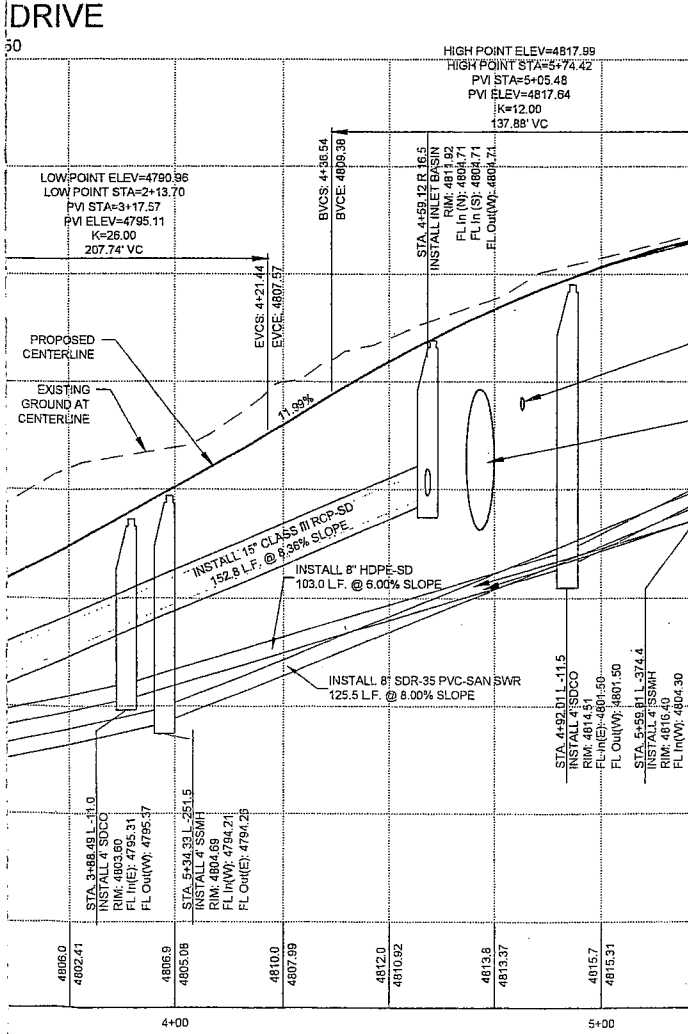


Bridging also required



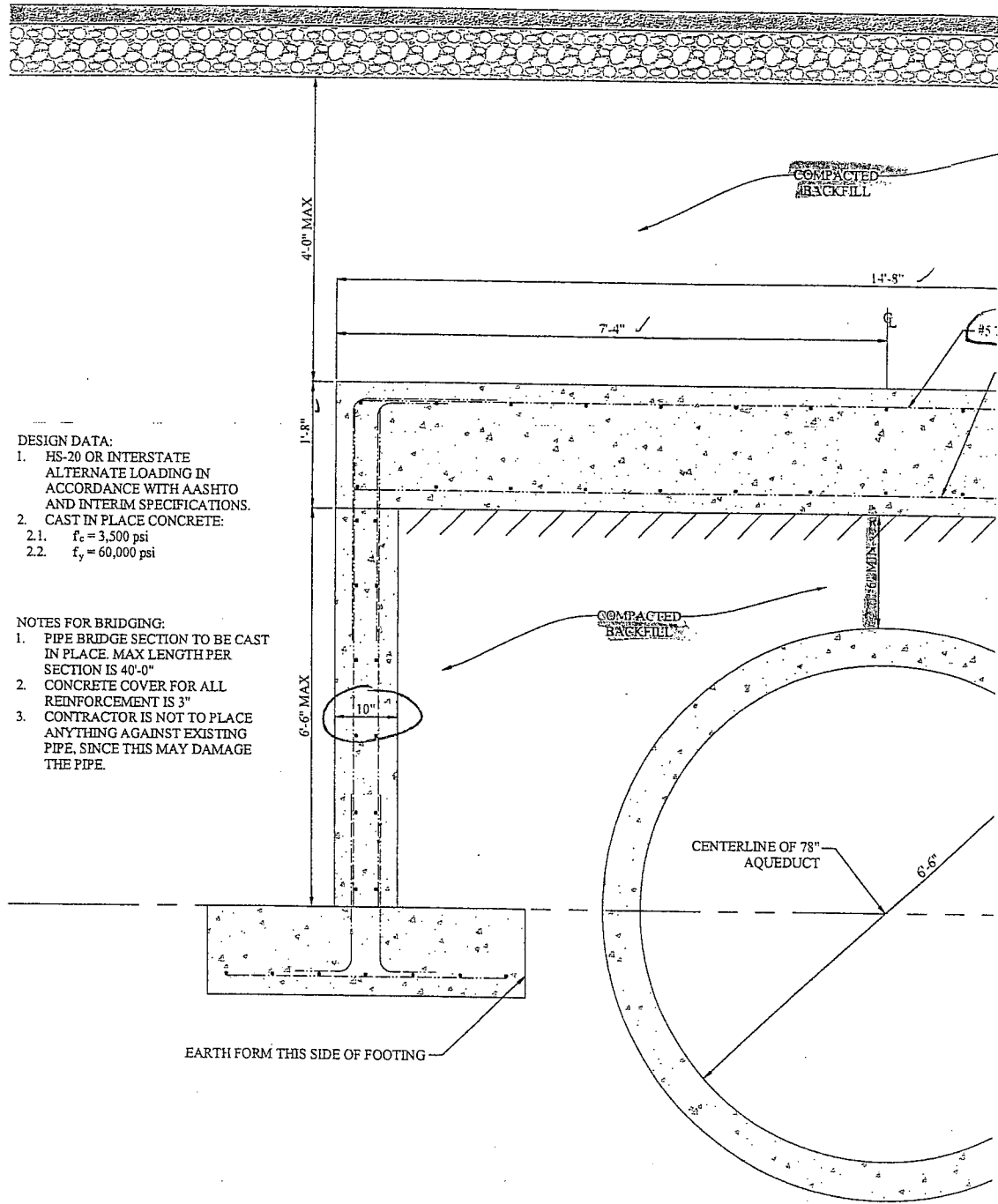
LEGEND

---	OVERALL PROPERTY BOUNDARY
---	CENTERLINE
W	8" PVC C900 WATER LINE
Ex W	EXISTING 8" WATER LINE
SS	8" PVC SDR 35 SEWER LINE
Ex SS	EXISTING 8"-24" SEWER LINE
LD	8" PVC SDR 35 LAND DRAIN LINE
Ex LD	EXISTING 8" LAND DRAIN LINE
SD	15" RCP CLASS III STORM DRAIN LINE
Ex SD	EXISTING 15" STORM DRAIN LINE
IRR	8" PVC C900 SECONDARY WATER LINE
Ex IRR	EXISTING 8" SECONDARY WATER LINE
○	4' or 5' Ø MANHOLE
○	CITY STANDARD FIRE HYDRANT
○	8" WATER/SECONDARY WATER VALVE
○	INLET BASIN
○	4" SEWER LATERAL
○	1" WATER LATERAL
○	4" LAND DRAIN



NO.	DATE	REVISION
DRAWING IS NOT TO SCALE IF BAR DOES NOT MEASURE 1 INCH		
<p>EASTSIDE VILLAGE</p> <p>PLAN AND PROFILE SHEETS</p> <p>LAYTON CITY, DAVIS COUNTY, UTAH</p>		
<p>Scott P. McFarland, PE Professional Engineer 347 East 1376 South Murray, Utah 84037 801.265.8777 (40) smc@scottpe.com</p>		
DESIGN:	SPJ	DATE:
DRAWN:	SPJ	2-6-17
CHECKED:	SRM	
SHEET: PP1		

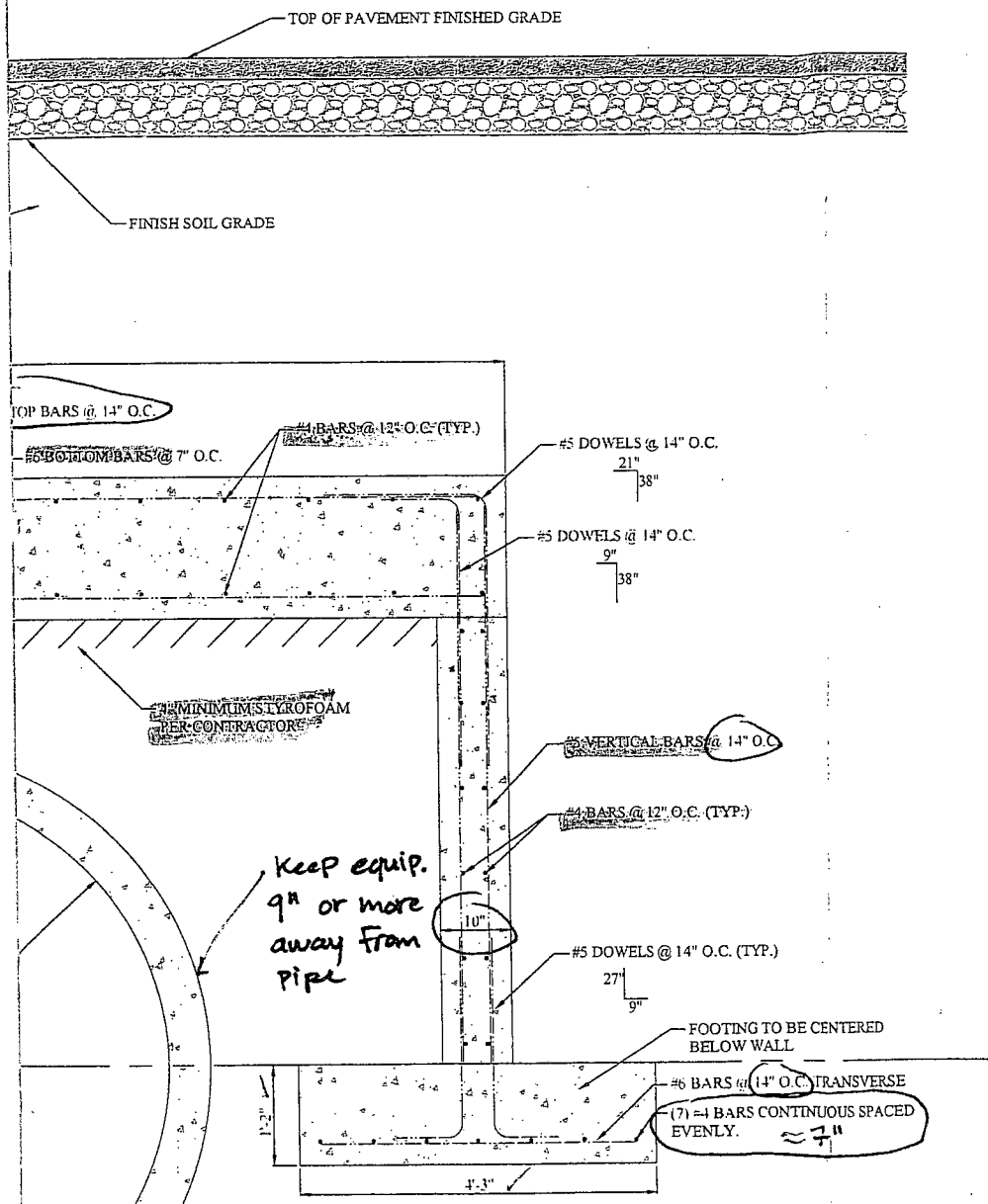
Exhibit F



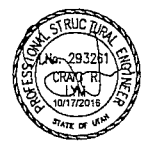
- DESIGN DATA:
1. HS-20 OR INTERSTATE ALTERNATE LOADING IN ACCORDANCE WITH AASHTO AND INTERIM SPECIFICATIONS.
 2. CAST IN PLACE CONCRETE:
 - 2.1. $f_c = 3,500$ psi
 - 2.2. $f_y = 60,000$ psi

- NOTES FOR BRIDGING:
1. PIPE BRIDGE SECTION TO BE CAST IN PLACE. MAX LENGTH PER SECTION IS 40'-0"
 2. CONCRETE COVER FOR ALL REINFORCEMENT IS 3"
 3. CONTRACTOR IS NOT TO PLACE ANYTHING AGAINST EXISTING PIPE, SINCE THIS MAY DAMAGE THE PIPE.

- GENERAL NOTES:
1. MATERIALS, CONSTRUCTION, AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE STATE OF UTAH STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2012 EDITION, AND AASHTO SUPPLEMENTS THERETO WHICH ARE IN EFFECT ON THE DATE OF REQUEST FOR BIDS.
 2. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 STANDARDS FOR GRADE 60 BAR.
 3. CONCRETE SHALL BE CLASS AA, TYPE II CEMENT (LOW ALKALI) REQUIRED.



FOCUS[®]
ENGINEERING AND SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com



EAST SIDE DRIVE BRIDGE
LAYTON, UTAH
TYPICAL BRIDGING SECTION

REVISION BLOCK	
#	DESCRIPTION
1	
2	
3	
4	
5	
6	

STRUCTURAL
NOTES

SECTION

EASTSIDE VILLAGE PRUD

LOCATED IN THE NORTHWEST QUARTER OF SECTION 24,
TOWNSHIP 4 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
LAYTON CITY, DAVIS COUNTY, UTAH
JUNE 2017
PAGE 1 OF 2

FOUND BROKEN ROW MARKER W/1" BRASS CAP SET INSIDE BROKEN PIPE, REFERENCING THE NW COR OF SEC.24 STAMPED 110.79" WITH THE ARROW POINTING SE

FOUND NAIL REPRESENTING THE NORTHWEST CORNER OF SECTION 24 TOWNSHIP 4 NORTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN

PAUL C. WATTS
TAX ID# 11-032-0033

JOHN TOONE LOVE TRUSTEES
TAX ID# 11-032-0030

US HIGHWAY 89
(170' PUBLIC STREET)

EASTSIDE DRIVE

170' PUBLIC STREET

N007°13'35"E 2647.58'
(N00°12'30"E 2646.88')

S89°46'25"E 204.83' TIE

FOUND W 1/4 CORNER OF SECTION 24 TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 3" BRASS CAP ON PIPE, U.S. CADASTRAL SURVEY BLM MONUMENT, DATED 1952.

FOUND SOUTHWEST CORNER OF SECTION 24 TOWNSHIP 4 NORTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN 3" BRASS CAP SET FLUSH WITH GROUND, U.S. CADASTRAL SURVEY BLM MONUMENT, DATED 1952.

DEVELOPER
WRIGHT DEVELOPMENT
PHIL HOLLAND 801-668-1565
1178 W Legacy Crossing, Ste. 100,
Centerville, UT 84014

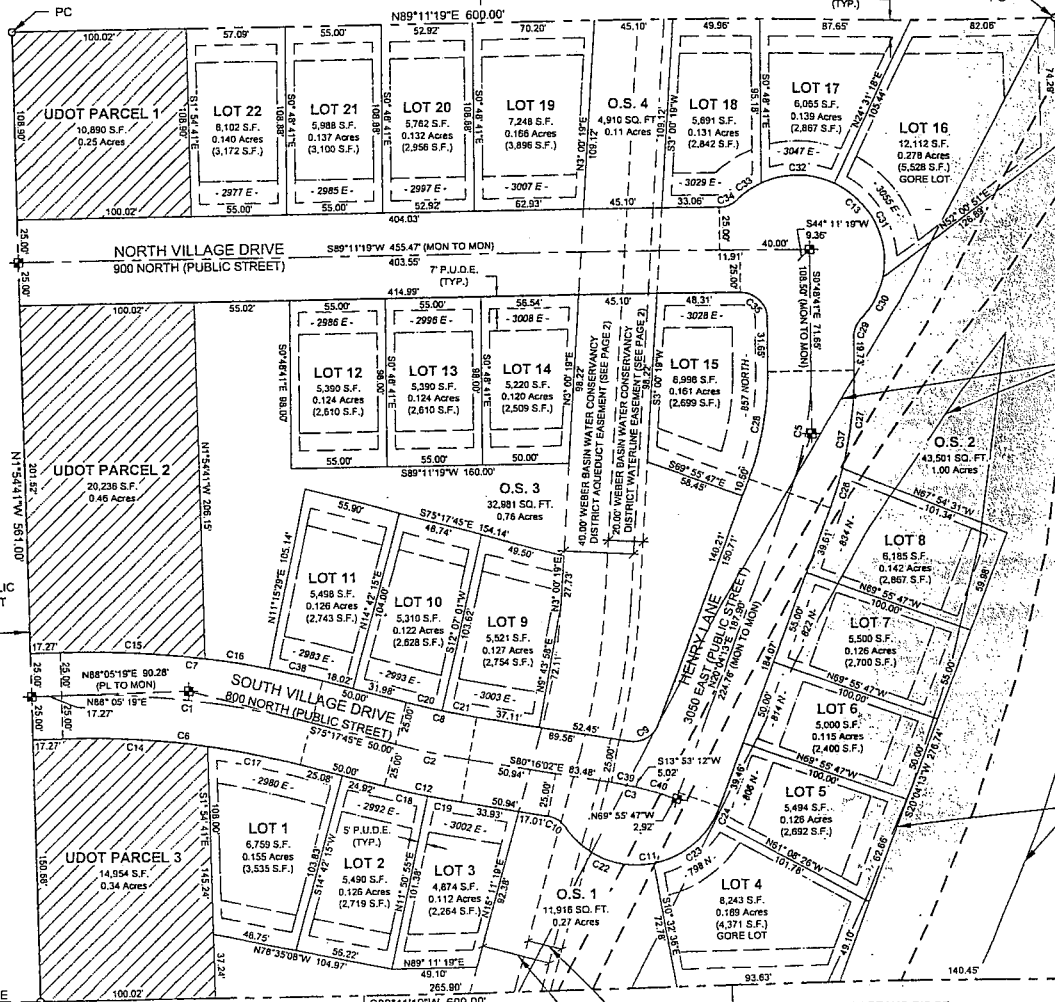
TWIN PEAKS RIDGE
TAX ID# 11-032-0048

TPR MANAGEMENT LLC
TAX ID# 11-032-0049

20' WEBER BASIN WATER CONSERVANCY DISTRICT EASEMENT PER ENTRY NO. 227071, BOOK 227, PAGE 490 OF COUNTY RECORDS. (SEE PAGE 2)

40' WEBER BASIN WATER CONSERVANCY DISTRICT EASEMENT PER ENTRY NO. 136807, BOOK 64, PAGE 558 OF COUNTY RECORDS. (SEE PAGE 2)

NOTE:
SEE PAGE 2 FOR CURVE TABLE AND EASEMENT DIMENSIONS.
DEDICATED OPEN SPACE 2.14 ACRES (27.7%)

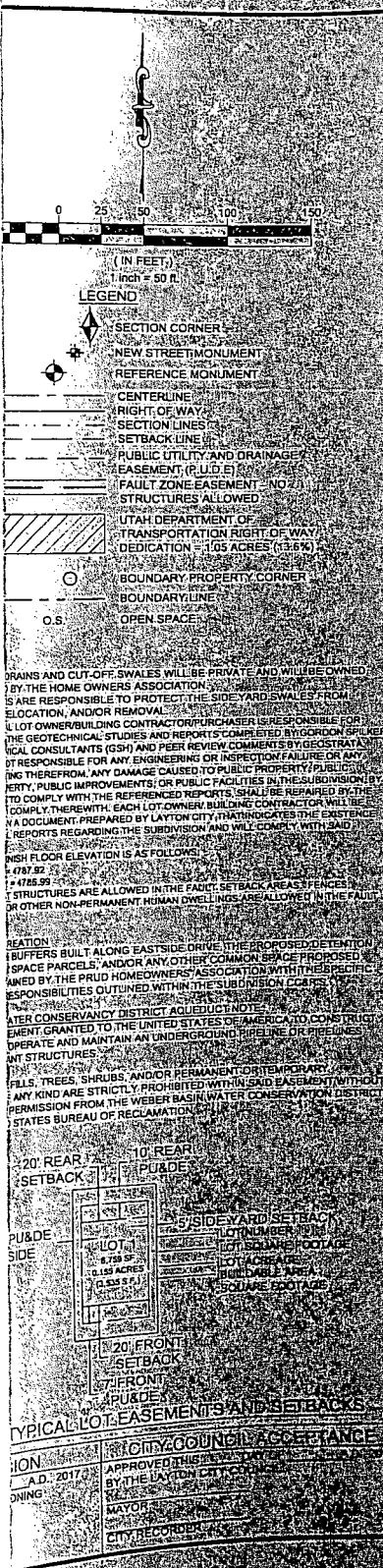


FAULT ZONE
(WIDTH VARIES
SEE PAGE 2)

JOHN TOONE LOVE TRUSTEES
TAX ID# 11-032-0030

NOTE:
1. ALL HILLSID AND MAINTAIN
2. HOME OWN DISTURBANCE
3. EACH INDIV COULD BE W/ HUBER GEOTECH LAYTON CITY IS DAMAGES RESH INTEREST IN PF EITHER A FALLU PARTY FAILING REQUIRED TO S OF GEOTECHN REPORTS.
4. THE LOWES' LOTS 1- LOTS 12.
5. NO PERMAN TRAILERS, CAR SETBACK AREA PARKS AND B ANY LANDSCP AREA, THE OF SHALL BE MAI MAINTENANCI
WEBER BASIN PERPETUAL E RECONSTRUC AND APPURTI
EARTH CUTS + STRUCTURES PRIOR WRIT AND THE UNIT

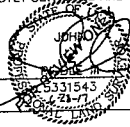
	WEBER BASIN WATER CONSERVANCY DISTRICT APPROVED THIS _____ DAY OF _____ A.D., 2017 BY THE WEBER BASIN WATER CONSERVANCY DISTRICT.	CITY ENGINEER'S APPROVAL APPROVED THIS _____ DAY OF _____ A.D., 2017 BY THE LAYTON CITY ENGINEER. CITY ENGINEER _____	CITY ATTORNEY APPROVAL APPROVED THIS _____ DAY OF _____ A.D., 2017 BY THE LAYTON CITY ATTORNEY. CITY ATTORNEY _____	PLANNING COMMISSION APPROVED THIS _____ DAY OF _____ A.D., 2017 BY THE LAYTON CITY PLANNING AND COMMISSION. CHAIRMAN _____
	SURVEYOR			



SURVEYOR'S CERTIFICATE:

I, JOHN L. RIDDLE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 5331543, 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 HEREON, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS: EASTSIDE VILLAGE PRUD AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

DATE: _____ JOHN L. RIDDLE
LICENSE NO. 5331543



BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; BEING DESCRIBED BY SURVEY AS THE FOLLOWING:
COMMENCING AT A FOUND BLM MONUMENT DATED 1952 REPRESENTING THE SOUTHWEST CORNER OF SAID SECTION 24, THENCE N00°12'30"E ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2635.66 FEET TO A FOUND BLM MONUMENT DATED 1952 REPRESENTING THE WEST QUARTER CORNER OF SAID SECTION 24, THENCE N00°13'35"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 1417.95 FEET; THENCE S89°46'25"E, A DISTANCE OF 204.83 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE EAST-FRONTAGE ROAD OF US-89, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N01°54'41"W ALONG SAID EASTERLY LINE, A DISTANCE OF 561.00 FEET; THENCE N89°11'19"E, A DISTANCE OF 600.00 FEET; THENCE S01°54'41"E, A DISTANCE OF 561.00 FEET; THENCE S89°11'19"W, A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING.
CONTAINS: 336,538 SQUARE FEET OR 7.725 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

A BEARING OF NORTH 00°12'30" EAST BETWEEN A FOUND BLM MONUMENT DATED 1952 REPRESENTING THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND A FOUND BLM MONUMENT DATED 1952 REPRESENTING THE WEST QUARTER CORNER OF SAID SECTION 24, WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

OWNERS DEDICATION:

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

EASTSIDE VILLAGE PRUD

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND RIGHTS OF WAY AS A PUBLIC UTILITY AND DRAINAGE EASEMENT, THE HOME OWNERS ASSOCIATION WILL MAINTAIN OWNERSHIP OF PRIVATE UTILITIES AND OPEN SPACE.

IN WITNESS WHEREOF, WE HAVE HERETO SET OUT HANDS THIS _____ DAY OF _____, 2017.

UTAH DEPARTMENT OF TRANSPORTATION

CORPORATE ACKNOWLEDGEMENT:

STATE OF UTAH) IS
COUNTY OF DAVIS)
ON THIS _____ DAY OF _____, IN THE YEAR 20____, I, _____ PERSONALLY APPEARED BEFORE ME, _____, 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 _____ OF _____ AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS OR (RESOLUTION OF ITS BOARD OF DIRECTORS), AND SAID _____ ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.
WITNESS MY HAND AND OFFICIAL SEAL

(NOTARY SIGNATURE)

CORPORATE ACKNOWLEDGEMENT:

STATE OF UTAH) IS
COUNTY OF DAVIS)
ON THIS _____ DAY OF _____, IN THE YEAR 20____, I, _____ PERSONALLY APPEARED BEFORE ME, _____, 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 _____ OF _____ AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS OR (RESOLUTION OF ITS BOARD OF DIRECTORS), AND SAID _____ ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.
WITNESS MY HAND AND OFFICIAL SEAL

(NOTARY SIGNATURE)

DAVIS COUNTY RECORDER

RECORDED AND INDEXED
ON _____ DAY OF _____, 2017
DAVIS COUNTY RECORDER
DEPUTY RECORDER

APPROVED THIS _____ DAY OF _____, 2017
BY THE DAVIS COUNTY
MAYOR
CITY RECORDS

Recorded at request of *Walter B. ...*
Date *06/13 1961*
By *A. Dean Bradley*
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On Margin Indexed
Compared Entered

DEED OF EASEMENT

71W/4-24-47N/4

SIDNEY L. CLAWSON and BESSIE CLAWSON, also known as BESSIE WALTON CLAWSON, husband and wife, of Kayville, County of Davis, State of Utah, hereinafter referred to as Grantor, hereby conveys to THE UNITED STATES OF AMERICA, acting pursuant to the provisions of the Act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof or supplementary thereto, Grantee, for the sum of One Dollar (\$1.00), a perpetual easement to construct, reconstruct, operate, and maintain an underground pipeline or pipelines and appurtenant structures which latter may protrude above the ground surface on, over or across the following described property in Davis County, State of Utah:

A strip of land in the Northwest Quarter of the Northwest Quarter (NW¹/₄ NW¹/₄) of Section Twenty-four (24), Township Four (4) North, Range One (1) West, Salt Lake Base and Meridian, Twenty (20) feet wide and included between two lines extended to the property lines and everywhere distant Ten (10) feet on the right or Westerly side and Ten (10) feet on the left or Easterly side of that portion of the following described centerline of what is known as the North Davis Lateral 4.3-0.1L from Station 7+49.7 to Station 13+15.8 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 7+49.7, a point on the North line of the Grantor's property, from which point the Northwest corner of said Section 24 bears North 39°47' West Eight Hundred Sixty-two (862.0) feet, and running thence South 3°03' West Three Hundred Forty-two and Four-tenths (342.4) feet; thence along a regular curve to the right with a radius of 410 feet, for an arc distance of Eighty-seven and Two-tenths (87.2) feet; thence South 15°14' West One Hundred Thirty-six and Five-tenths (136.5) feet to Station 13+15.8, a point on the South line of the Grantor's property, from which point the Northwest corner of said Section 24 bears North 21°36' West Thirteen Hundred Thirteen and Four-tenths (1313.4) feet, containing 0.26 of an acre, more or less.

WITNESS, the hand of said Grantor this *8th* day of *June*, 19*61*.

Sidney L. Clawson

558

188807

WARRANTY DEED OF EASEMENT

3043609 WV 4-24-47
BK 6844 PG 423

SIDNEY L. CLAWSON and BESSIE WALTON CLAWSON, Grantors of Kaysville, County of Davis, State of Utah, hereby convey and warrant to THE UNITED STATES OF AMERICA, acting pursuant to the provisions of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, Grantee, for the sum of Seven Hundred Fifty and No/100 Dollars (\$750.00), the following described real estate in the County of Davis, State of Utah:

Perpetual easements to construct, reconstruct, operate and maintain an underground pipeline and appurtenant structures which latter may protrude above the ground surface, on, over, or across the following-described property:

A strip of land in the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section Twenty-four (24), Township Four (4) North, Range One (1) West, Salt Lake Base and Meridian, Forty (40.0) feet wide and included between two lines extended to the property lines and everywhere distant Twenty-five (25.0) feet on the right or Westerly side and Fifteen (15.0) feet on the left or Easterly side of that portion of the following described-centerline of what is known as the Davis Aqueduct from Station 239/14.9 to Station 244/83.5, measured at right angles or radially thereto; said centerline is more particularly described as follows:

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Beginning at Station 239/14.9, a point on the North line of the Grantor's property, from which point the Northwest corner of said Section 24 bears North 39°15' West Eight Hundred Fifty-six and Two-tenths (856.2) feet, and running thence South 3°03' West Three Hundred Forty-two and Three-tenths (342.3) feet; thence along a regular curve to the right with a radius of 400 feet for an arc distance of Eighty-five and One-tenth (85.1) feet; thence South 15°14' West One Hundred Forty-one and One-tenth (141.1) feet to Station 244/83.5 of said Aqueduct centerline, a point on the South line of the Grantor's property from which point the Northwest corner of said Section 24 bears North 21°08' West Thirteen Hundred Eleven and Five-tenths (1311.5) feet, containing 0.5 of an acre, more or less; also,

Temporary easements during the construction of the underground pipeline and appurtenant structures above-referred to, for construction purposes on, over, or across the following-described property:

^{72' 24}
A strip of land in the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section Twenty-four (24), Township Four (4) North, Range One (1) West, Salt Lake Base and Meridian, One Hundred Sixty-five (165.0) feet wide and included between two lines extended to the property lines and everywhere distant Ninety (90.0) feet on the right or Westerly side and Seventy-five (75.0) feet on the left or Easterly side of that portion of the following-described centerline of what is known as the Davis Aqueduct from Station 239/14.9 to Station 243/42.4, measured at right angles or radially thereto; One Hundred Eighty (180.0) feet wide and included between two lines everywhere distant Ninety (90.0) feet on the right or Westerly side and Ninety (90.0) feet on the left or Easterly side of that portion of said centerline from Station 243/42.4 to Station 243/82.5, measured at right angles thereto;