3515124 BK 8177 PG 317 9/14

When recorded, mail to:

Layton City Recorder 437 N. Wasatch Dr. Layton, Utah 84041

Affects Parcel No(s):

09-417-0101

E 3515124 B 8177 P 317-330 RICHARD T. MAUSHAN DAVIS COUNTY, UTAH RECORDER 01/23/2023 11:19 AM FEE \$0.00 Pgs: 14 DEP RT REC'D FOR LAYTON CITY

## SETTLEMENT AND LAND USE RESTRICTION AGREEMENT

(Shepherd's Ridge Subdivision)

This Settlement and Land Use Restriction Agreement ("Agreement") is entered into by and between: Layton City, a Utah municipal corporation ("City"); Edward L. Gertge and Arlene Gertge, husband and wife as joint tenants (collectively "Owner 101"), owners of Lot 101 of Shepherd's Ridge Subdivision, parcel no. 09-417-0101 ("Lot 101").

Owner 101 is an "Owner," and collectively referred to herein as the "Owner." Lot 101 is the "Property" and collectively referred to herein as the "Properties." The City and Owner 101 are each a "Party," and collectively referred to herein as the "Parties".

#### RECITALS .

## Applicable Authority, Law, and Regulations

- A. Layton City is a municipal corporation, delegated the authority and responsibility to provide for the general welfare of the City's citizens, including passing and enforcing ordinances, entering into contracts, and agreeing to other forms of land use controls that are necessary or appropriate for the use and development of land within the municipality. See Utah Code Ann. §§ 10-1-202, 10-8-84, & 10-9a-102.
- B. Layton Municipal Code 15.02.010 requires that no building or construction shall be undertaken prior to the issuance of a permit, unless an exemption applies.
- C. Layton Municipal Code 15.03.030 requires an excavation and grading permit for any excavation or grading that exceeds certain requirements.
- D. Unless otherwise authorized by law, regulation, or permit, owners of parcels zoned agricultural ("Zone A") may not place more than 500 gallons of liquefied petroleum gas ("LPG") on a parcel. See Layton City Ordinance 16.04.010 (declaring the default amount of 250 gallons of LPG); 2018 International Fire Code Section 6104.2 (permissible storage of LPG); 2018 International Fire Code Section 105.6.27 (exceptions and permits in excess of 500 gallons of LPG).
- E. Layton Municipal Code 19.05.010 requires that all structures and buildings in any zoning district shall be subject to restrictions and limitations imposed under City Code, wherever applicable, which includes building setbacks.

- F. Layton Municipal Code 19.06.020 requires a permit for all accessory structures, unless an exception applies.
- G. Layton Municipal Code 19.19.040 states that any building or structure that was constructed or is maintained contrary to the provisions of Title 19, or any land use contrary to the provisions of Title 19, is unlawful and a public nuisance, subject to abatement, removal, and enjoining thereof.

#### The Properties' Location and Characteristics

- H. Owner 101 is the owner of Lot 101 of the Shepherd's Ridge Subdivision, situated in Davis County, Utah, at or near 2222 Church Street, Layton, Utah, consisting of 2.16 acres, more or less, identified in county records as parcel number 09-417-0101.
- I. The Properties are subject to Layton Municipal Code Title 19, Chapter 7 and are within the Sensitive Lands Overlay Map (available at https://www.laytoncity.org/arcgisportal109/apps/webappviewer/index.html?id=23700f307ad046e787105aa8b378a2c9) (must activate the Liquefaction and Slope Failure overlays using the Layer Menu on the left of the screen):
  - a. The Properties are within Slope Failure Zone "DF" (deep failure zone) (see Exhibit 1).
  - b. The Properties are near a Liquefaction Potential Zone "High," including the toe and approximately the first-half of the slope face that abuts and supports the Properties' eastern slope (see Exhibit 1).

### The Geotechnical Studies Related to the Properties and Slope Stability

- J. A geotechnical report was created by Western Geologic, LLC, dated Dec. 10, 2004 (Exhibit 2). The report indicated that a reconnaissance of the site was performed, including digging test pits. The report concluded that there were potential geologic hazards, including earthquake ground shaking, liquefaction, and landsliding. To mitigate these risks, the report recommended that homes be properly designed and a design-level geotechnical engineering study be conducted to address soil conditions, site grading, and drainage, which should include evaluating stability of slopes at the site and providing recommendations for reducing the risk from landsliding.
- K. Another geotechnical report was created by EarthTec Testing and Engineering, P.C., dated Jan. 12, 2005 (Exhibit 3). The report indicated that an evaluation of the subsurface conditions and characteristics of the foundation soils was performed. It recommended certain measures to mitigate risks at the site, including slopes no steeper than 2.5 to 1, and excavations no deeper than 10 feet in height.
- L. On April 26, 2005, the Utah Geological Survey issued a review letter with comments regarding this site, recommending, in part, that the previous engineering surveys needed to better address landsliding, flooding, and earthquake ground shaking hazards, which could affect the stability of the eastern slopes. See Exhibit 4.

- M. A supplemental geotechnical report was prepared by Western Geologic, LLC, dated May 20, 2005 (Exhibit 5). The report indicated that the prior report did not adequately address landslide and stream flooding hazards, and that a site-specific geologic map was needed. Upon further review, the report concluded that there was a potential for future slope failures, and that upslope mitigation was recommended. It recommended that care should "be taken that site grading does not destabilize the slopes without prior geotechnical analysis and grading plans." Id. at 3. It further recommended that all information in the report, as well as all previous reports, should be made available to "real estate agents and potential buyers so that they can better understand and be willing to accept potential risks from inherent geologic hazards possible in the site vicinity and at the site." Id.
- N. Another geotechnical report was prepared by EarthTec Testing and Engineering, P.C., dated May 23, 2005 (Exhibit 6). The report reviewed the earlier EarthTec report, and concluded that the recommendation for a 20-foot setback was appropriate.
- O. A geological status report was created by EarthTec, dated July 21, 2005 (Exhibit 7). The report indicated that a longer setback was appropriate, and estimated that "the middle third of the subdivision would have a 90 to 150 foot set back and the northern third a 40 to 100 foot set back." See id. at p.2.
- P. A geological comment was created by Utah Geological Survey, dated November 18, 2005 (Exhibit 8). It recommended that the previous engineering surveys still had not adequately addressed the landslide hazard at this site. It also indicated that EarthTec's suggested setbacks as described in the July 21, 2005 status report were not adequately supported by method or data.
- Q. Another geotechnical report was produced by AGEC Applied GeoTech, dated May 14, 2007 (Exhibit 9). The report reviewed the prior documents, and conducted a stability analysis to determine what options there may be to facilitate development of the property. The report concluded that the existing slope consisted of landslide deposits and was marginally stable, with a potentially shallow ground water level. It recommended that residential structures be located a certain distance "away from the edge of the slope" to "provide the appropriate factors of safety." Id. at 8.
- R. Another geotechnical report was issued by AGEC Applied GeoTech, dated Feb. 10, 2014 (Exhibit 10). The report indicated that additional soil samples and boring pits were conducted. Based on the data, the report concluded that the slope in the eastern portion of the site is marginally stable, and that to meet an adequate safety factor, a static slope "building setback line" was recommended. See id. Figure 2.
- S. An additional geotechnical report was issued by CMT Engineering Laboratories, dated Apr. 13, 2017.
- T. An additional geotechnical report was issued by CMT Engineering Laboratories, dated Aug. 10, 2017.
- U. An additional geotechnical report was issued by CMT Engineering Laboratories, dated Nov. 8, 2019 (Exhibit 11). This report evaluated Lot 101, noted that material had been

- removed from the crest of the eastern slope when Owners created a terrace and installed a structure. It concluded that the weight of the structure was less than the material removed, and therefore the structure's loading on the land was negligible by comparison.
- V. An additional geotechnical report was issued by CMT Engineering Laboratories, dated June 15, 2020 (Exhibit 12). This report added an analysis of slope stability based on the current grading and development, and concluded that the static structure setback line could be moved to just east of the terrace.
- W. An additional geotechnical report was issued by CMT Engineering Laboratories, dated Dec. 10, 2021 (Exhibit 13). This report expanded on the an analysis of slope stability and also addressed risks from temporary loads, vegetation, irrigation, saturation, and concluded that the static structure setback line could be moved to just east of the terrace.
- X. An additional geotechnical report was issued by CMT Engineering Laboratories, received by the City on Jan. 24, 2022 (Exhibit 14) (erroneously dated Jan. 24, 2021). This report further expanded on the analysis of slope stability, and indicated that the terrace, structure, and other uses contemplated therein did not constitute a risk to adjoining properties.

## Site Development and Requirements

Y. Development of the site continued, resulting in the Shepherd's Ridge Subdivision, recorded in 2017 (Exhibit 15). The recommended static building setback line was incorporated on the plat. A note on the plat also indicated that "the rear yard setback for lots 101 through 107 is the static slope setback line as defined on this plat and no structures will be permitted to be built east of the static slope setback line." Id.

#### Violations

- In 2016, the Properties were used as farm ground. Exhibit 16.
- AA. In 2017, Owner graded and cut and created a new point of access on Lot 103, including a ramp area. They removed material off the crest of the slope, deposited some of it downslope, and created a terrace, without adequate authorization. Layton and Owners entered into an informal agreement to mitigate the issues, in which Owners built retaining walls. Exhibit 17.
- BB. In 2018 & 2019, Owner 101 installed a series of shipping containers and attached an awning, which the City alleges is a violation of the structure setback line.
- CC. In 2019, Owner 101 placed liquefied petroleum gas ("LPG") in excess of 500 gallons on Lot 101. Exhibit 20. After the City notified Owner 101 of that violation, the excess LPG tanks were moved off-site and the Property was brought into compliance in terms of the LPG regulations.
- DD. Other than as mentioned above, the alleged violations have continued, including the structures partially or fully east of the structure setback line. Exhibit 21.

#### Parties' Intent to Achieve Resolution and Prevent Future Violations

- EE. The City gave notice of the alleged violations and Owners began discussions with the City. During those discussions, the Parties agreed to evaluate any additional geotechnical information. After discussions did not achieve a mutually satisfactory resolution, remediation, and/or abatement of the violations, the City decided to proceed with code violation charges.
- FF. In June 2020, the City filed the case of Layton v. Ed Gertge, 201600437, alleging violations of Layton Municipal Code Sections 15.02.010 (No Building Permit), 19.06.020 (No Accessory Building Permit), 19.05.010 (Setback Violation), and 19.19.040 (Nuisance Building).
- GG. The Owners engaged in settlement discussions with the City to explore settlement options.

  The City proposed a path forward to achieve a resolution in this matter.
- HH. The Parties have reached a mutually agreeable resolution, which is memorialized herein. In sum, the Parties have agreed to re-evaluate the geotechnical data with respect to Lot 101 and determine whether the structure setback line may be modified.
- II. It is the stated intent of the Parties that they enter this Agreement with the goal of reducing litigation risks, achieving finality, protecting the Properties, protecting nearby property, and preserving litigation, judicial, and taxpayer resources. They also enter into this Agreement with the goal of preventing future violations by any Owner, or their successors, agents, heirs, assigns, etc.

#### AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby adopted as being true and correct and incorporated herein as part of the Agreement, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## City Responsibilities

- The City shall conduct an on-site visit to identify any readily identifiable issues.
  - a. The Parties hereby accept that an on-site visit was conducted on October 25, 2021, and was attended by Mr. Ed Gertge, Paul Bauer (Chief Building Inspector), and Chad Wilkinson (Director of Community and Economic Development).
  - b. The City identified the following issues at that time:
    - i. The structure on the terrace was an accessory structure and the appropriate permits would need to be obtained. This would require an application, plans and specifications stamped by a licensed structure engineer, and adequate verification that the existing earth-anchor tie-downs were adequate to hold the awning and conex shipping containers in place.

- Any electrical conduit, panels, etc., would need to comply with any applicable laws or regulations and be included in the permitting process.
- iii. Any propane gas or other fuel, and any appurtenances, conduits, hoses, etc., would need to comply with any applicable laws or regulations and be included in the permitting process.

## Owner Responsibilities

- 2. Mr. Ed Gertge shall enter a guilty plea in Layton v. Gertge, 201600437, to count I (No Building Permit), as memorialized on the City's standard written plea agreement. In exchange, the City shall dismiss the remaining charges. And at sentencing, the City shall recommend to the Court the following sentencing conditions: no fine and to close the case. Gertge shall be allowed to withdraw his guilty plea at a later date if all of the City approvals referenced herein on pending applications are not granted within 90 days hereof. The parties agree to notify the court at the time of the entry of the guilty plea that this potential withdrawal is agreed-upon and that the City will not oppose such a withdrawal if filed within a reasonable time after any potential rejection of the pending applications by the City. If the guilty plea is withdrawn, then this settlement agreement shall be deemed null and void so that both parties may resume their prior positions set forth hereunder.
- 3. Owner has retained a geotechnical engineer to evaluate whether the data and status of the Properties support moving the structure setback line. Any such opinion would have to address the following:
  - a. The terrace on the Properties, the presence of the terrace structure, the removal of material from the crest of the slope, temporary uses (such as trucks, cranes, irrigation, etc.), and general concerns, hazards, and risks.
  - b. The geotechnical engineer shall issue a report evaluating the above and determining whether the terrace and the structure that exists now thereon is a risk to nearby property owners.
- 4. Owner has applied for an amendment to the plat, requesting that the structure setback line be moved from its existing location (the "Old Line") to the eastern boundary of the terrace (the "New Line"). The Parties hereby acknowledge and understand that any application will be evaluated by any appropriate land use authority on its merits, including whether the geotechnical report adequately supports its conclusions, independent of this Agreement. At the time of signing this agreement, the plat amendment is under City review.
- Owner has applied for the applicable permits, to bring the violations into compliance as part of the permitting process, including agreeing to the conditions noted above in Section 1(b). At the time of signing this agreement, the permit is under City review.
- 6. As a condition of the foregoing applications and any approval (if warranted), Owners shall also agree to the following restrictions:
  - a. No new structures of any sort shall be placed or built east of the Old Line.

- b. No structures of any sort shall be placed or built or otherwise maintained east of the New Line.
- c. No new fill shall be placed or cuts made east of either the Old Line or the New Line, unless pre-approved by the City, in writing.
- d. Owners shall maintain the existing terrace retaining walls in good condition.
- e. Owners shall use water-wise irrigation techniques east of the Old Line, and shall prevent water buildup, erosion, sloughing, landslides, etc.
- f. Because slope movement or failure may occur if the soils become saturated or eroded/undermined, soil saturation must be avoided as much as possible. To that end, Owners agree not to landscape or irrigate either the terrace area or anywhere east of the New Line, except for un-irrigated landscaping designed to prevent erosion. If soil saturation occurs, Owners agree to take immediate corrective action to maintain stability of the slope and return the soils to the current, as-constructed condition (as of the Effective Date of this Agreement), or substantially similar, as determined by the City.
- g. Owner 101 agrees to maintain the conex containers, awning, and any existing appurtenances in good condition. Owner 101 agrees to not expand or replace said structure in any way, other than removing all or a portion. Owner 101 agrees to use the terrace structure for nothing more than storage of lightweight farm tools (e.g., vintage tractors) or other lightweight vehicles or devices, so long as the total aggregate weight is less than 200,000 lbs (not including the weight of the structure). Heavy equipment (in excess of 20,000 lbs) shall not be driven, placed, or otherwise allowed on the terrace or approach thereto. Moreover, as indicated in the CMT Engineering geotechnical report (Exhibit 14), Owner 101 agrees to ensure that the bearing pressures of any equipment or vehicles stored or placed on the terrace shall be less 500 lbs per square foot.
- Owners agree to remain in compliance with all current applicable codes, ordinances, rules, and regulations, as well as all conditions and terms contained herein. Any future applications would need to comply with current codes in place at the time of the future application.
- 8. Owners agree that the terms and conditions contained herein shall be binding on them, the Properties, and any successors in interest, in perpetuity, and shall be treated as conditions of approval and/or land use restrictions subject to enforcement under Utah Code Ann. § 10-9a-611 (as amended). As such, Owners agree to record this document against Lot 101 and 102, to provide notice to all current and future owners, and their agents, successors, assigns, etc.

#### **General Provisions**

- This Agreement shall take effect only after Owners have signed, and after review and approval by the appropriate City authority, and upon the date the City signs the Agreement, and not before (the "Effective Date").
- 10. Amendment and Termination. This Agreement may not be amended or modified except with the consent of the Owners and the City and, then, only by written instrument duly executed and acknowledged and recorded in the office of the County Recorder of Davis County, Utah.
- 11. Waiver. The failure of a person or party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person or party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person or party.
- 12. No Joint Venture; Merger. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. No separate legal entity is created by this agreement. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party. The Parties recognize and acknowledge the City is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses, or provisions provided therein. Officers and employees performing services pursuant to this agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity Act, if applicable.
- Choice of Law; Recordation. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Agreement shall be recorded in the records of the County Recorder of Davis County, Utah.
- 14. Professional Costs and Fees. Each Party shall bear its own costs, expenses, and attorneys' fees in connection with the negotiation, preparation, execution, or enforcement of this Agreement and the transactions contemplated herein.
- 15. Successors and Assigns; Run with the Land. All of the provisions in this Agreement, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the parties hereto. All obligations of each party under this Agreement, if more than one person or entity is the successor or assign of such party, shall be jointly and severally binding on each such person or entity. The covenants agreed to and the restrictions imposed herein shall continue as a servitude running in perpetuity with the Properties and shall survive any death or termination of any party's existence. The

- easements, agreements, duties, responsibilities and covenants herein contained shall be easements and covenants running with the land.
- 16. No Third Party Beneficiaries. Nothing in this Agreement is intended to create an enforceable right, claim or cause of action by any third party against any party to this Agreement.
- 17. Authority of Signatory. In entering into this Agreement, the Parties acknowledge and agree and represent and warrant to each other as follows: (a) that they will perform their duties and obligations in a commercially reasonable and good faith manner and that this commitment is being relied upon by each other Party. Each person executing this Agreement certifies that he or she is duly authorized to execute this Agreement on behalf of the party for which he or she is signing, and that the person has the authority to bind said party to the terms of this Agreement.
- 18. Independent Provisions. If any provision herein is held invalid or unenforceable, such a finding shall not affect the validity of the remainder of the Agreement, the parties hereto hereby stipulate that all provisions are deemed severable and independent.
- Performances, Time is of the essence of this Agreement and for the performance of each
  of the duties and obligations provided herein.
- 20. Counterparts. This Agreement and any originals of exhibits referred to herein may be executed in any number of duplicate originals or counterparts, each of which (when the original signatures are affixed together with the applicable acknowledgment) shall be an original but all of which shall constitute one and the same instrument.
- 21. Miscellaneous. The paragraph and other headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any of the provisions of this Agreement. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof. Further, the masculine gender shall include the female gender and neuter, and vice versa. The recital paragraphs set forth above are expressly incorporated in this Agreement by this reference. This Agreement represents the wording selected by the parties to define their agreement and no rule of strict construction shall apply against either party. Each party represents that it has had or has been advised to have the representation of its legal counsel in connection with the preparation of this Agreement. The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References herein to Paragraphs and Exhibits shall be construed as references to Paragraphs and Exhibits of this Agreement unless the context otherwise requires. Any terms defined in this Agreement in the singular shall have a comparable meaning when used in the plural, and vice versa.
- 22. Notices. All notices, demands, and requests required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered or if mailed by registered or certified mail, postage prepaid, addressed to the following:

3515124 BK 8177 PG 326

Owner 101: Current owner(s)

2222 Church Street Layton, Utah 84040

City:

City Manager and Legal Department

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

Either party shall have the right to specify in writing another name or address to which subsequent notices to such party shall be given. Any notice given hereunder shall be deemed to have been given as of the date delivered or mailed to the other party.

WHEREFORE, the Parties hereto hereby sign and execute this Agreement as of the Effective Date.

[Signature Pages to Follow]

LAYTON CITY CORPORATION
CORPORATE CORPORATE OF UTATE O
ATTEST:
KIMPYLLY RECORDER KIMBERLY S READ, CITY RECORDER
STATE OF UTAH ) : ss. COUNTY OF Davis )
On the Jah day of July , 2022, personally appeared before me JOY PETRO, who duly acknowledged to me that she is the MAYOR of LAYTON CITY, and that the document was signed by her in behalf of said corporation, and JOY PETRO acknowledged to me that said corporation executed the same.
JONI BIRD  NOTARY PUBLIC -STATE OF UTAH  My Comm. Exp April 10, 2023  Commission # 705711  NOTARY PUBLIC IN WITNESS
APPROVED AS TO FORM:
91 Cts

Gary Crane, City Attorney

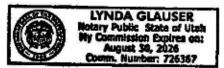
#### OWNER 101

Edward L. Gertge

Arlene Gertge

STATE OF UTAH ) :ss COUNTY OF DAVIS )

PERSONALLY APPEARED before me EDWARD L. GERTGE, this 13 day of December, 2022, who duly acknowledged to me that he is the signer of the above and foregoing, that he executed the same, and that the information contained therein is true and correct to the best of his knowledge.



Horary Public

STATE OF UTAH ) :ss COUNTY OF DAVIS )

PERSONALLY APPEARED before me ARLENE GERTGE, this 13th day of December, 2022, who duly acknowledged to me that she is the signer of the above and foregoing, that she executed the same, and that the information contained therein is true and correct to the best of her knowledge.

LYNDA GLAUSER
Notary Public State of Utah
My Commission Expires on:
August 30, 2026
Comm. Number: 726367

MODARY PUBLIC

Date: 1/4/2023

Parcel Vesting Information 06/01/2017 to Present

Serial Number: 09-417-0101

Mailing Address: 2222 NORTH CHURCH ST

LAYTON, UT 84040

**Tax District** 

39

Location

Development: SHEPHERDS RIDGE SUBDIVISION

L/U: 101

B/B:

**Vested Owners** 

GERTGE, EDWARD L -- JT

GERTGE, ARLENE

Situs Address(es)

2222 N CHURCH ST

LAYTON 84040

**Vesting Documents** 

Entry Number	Recorded Date & Time	KOI		Party	Execution Date	Fee
3141907	02/05/2019 13:18 SPI		DEEI Grantee	GERTGE, EDWARD L GERTGE, ARLENE	01/30/2019	\$10.00
2964563	09/08/2016 11:54 WA	RRANTY DEED	Grantee	ELK VALLEY CONSTRUCTION INC	09/08/2016	\$17.00

# **Legal Description**

ALL OF LOT 101, SHEPHERDS RIDGE SUBDIVISION. CONT. 2.16000 ACRES.

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3515124 BK 8177 PG 329 Date: 1/4/2023

# Parcel Vesting Information

06/01/2017 to Present BK 8177 PG 330

3515124

Serial Number: 09-417-0102

LAYTON, UT 84040

Mailing Address: 2238 NORTH CHURCH ST

Tax District

39

Location

Development: SHEPHERDS RIDGE SUBDIVISION

L/U: 102

B/B:

Vested Owners

GERTGE, MATTHEW A -- JT

GERTGE, TIANNA

Situs Address(es)

2238 N CHURCH ST

LAYTON 84040

2220.0

## Vesting Documents

Entry Number	Recorded Date & Time	KOI		Party _	Execution Date	Fee
3330353	12/23/2020 16:24	WARRANTY DEED	Grantee	GERTGE, TIANNA GERTGE, MATTHEW A	12/22/2020	\$40.00
3072649	01/26/2018 13:16	WARRANTY DEED	Grantee	GERTGE, MATT	01/19/2018	\$14.00
2964563	09/08/2016 11:54	WARRANTY DEED	Grantee	ELK VALLEY CONSTRUCTION INC	09/08/2016	\$17.00

# Legal Description

ALL OF LOT 102, SHEPHERDS RIDGE SUBDIVISION. CONT. 1.94000 ACRES.

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