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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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DEP RT REC'D FOR LAYTON CITY CORP

AGREEMENT FOR DEVELOPMENT OF LAND
BETWEEN LAYTON CITY AND
BETTY E. RAMSEY, DALE CORPORATION AND
BARLOW CORPORATION

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND
BETTY E. RAMSEY, DALE CORPORATION AND BARLOW CORPORATION.**

THIS AGREEMENT for the development of land (hereinafter referred to as this "Agreement") is made and entered into this 2nd day of February, 2012, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and BETTY E. RAMSEY, DALE CORPORATION, AND BARLOW CORPORATION (hereinafter referred to as "Owner"), with City and Owner collectively referred to as the "Parties" and separately as "Party".

RECITALS

WHEREAS, in furtherance of the objectives of the Layton City General Plan, City has approved an application for a zone change from R-2 (Two Family Residential) to R-1-6 (Single Family Residential), of certain property located at approximately 150 South 800 East in Layton City (hereinafter the "Subject Area"); and

WHEREAS, the Subject Area consists of approximately 4.11 acres and is depicted on Exhibit "A" attached hereto (hereinafter "Exhibit A"); and

WHEREAS, Owner is the owner of the above described property and has presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with Layton City's General Plan; and

WHEREAS, Parties desire to enter into this Agreement to provide for the development of the Subject Area, in a manner consistent with the City's General Plan and the intent reflected in that Plan; and

WHEREAS, City has granted R-1-6 zoning approval on the Subject Area, subject to Owner agreeing to certain limitations and undertakings described herein, which Agreement will provide protection to surrounding property values and will enable the City Council to consider the approval of such development at this time; and

WHEREAS, City finds that entering into the Agreement with Owner is in the vital and best interest of the City and health, safety, and welfare of its residents.

NOW, THEREFORE, each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

**ARTICLE I
DEFINITIONS**

The following terms have the meaning and content set forth in this Article I, wherever used in this Agreement:

- 1.1 "Owner's Property" shall mean that property owned by BETTY E. RAMSEY, DALE CORPORATION AND BARLOW CORPORATION.
- 1.2 "City" shall mean Layton City, a body corporate and politic of the State of Utah. The principal office of City is located at 437 North Wasatch Drive, Layton, Utah, 84041.
- 1.3 "Owner" shall mean BETTY E. RAMSEY, DALE CORPORATION AND BARLOW CORPORATION. The principal mailing addresses for each Owner is listed in paragraph 7.2.

- 1.4 "Owner's Undertakings" shall have the meaning set forth in Article IV.
- 1.5 "Subject Area" shall have the meaning set forth in the Recitals hereto.
- 1.6 "Exhibit A" shall have the meaning set forth in the Recitals hereto.

ARTICLE II CONDITIONS PRECEDENT

- 2.1 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Layton City Council.
- 2.2 Owner agrees to restrict the uses permitted under an R-1-6 zoning designation, to those listed herein.

ARTICLE III CITY'S UNDERTAKINGS

- 3.1 Subject to the satisfaction of the conditions set forth in Article IV, City shall grant final subdivision approval of the Subject Area. This approval shall occur upon a finding by the Planning Commission that it is in the best interest of the health, safety and welfare of the citizens of Layton City to grant such an approval at that time.

ARTICLE IV OWNER'S UNDERTAKINGS

Conditioned upon City's performance of its undertakings set forth in Article III with regard to subdivision approval of the Subject Property and provided Owner has not terminated this Agreement pursuant to Section 7.8, Owner agrees to the following:

- 4.1 Development on the property shall be limited to the following uses, which shall be properly approved as required under Layton City's Ordinance; specifically, single-family detached permitted uses allowed under the R-1-6 zoning designation.
- 4.2 Owner agrees to a conceptual plan substantially similar to the concept plan as depicted on Exhibit "B" with a maximum of 15 single family detached lots.
- 4.3 Owner agrees to install a minimum of a solid vinyl fence, with a solid earth tone color, along the north, east and west boundaries of the Subject Area.
- 4.4 The architectural plans, building elevations, and building materials shall be similar to that of the surrounding single-family residential structures. The following materials shall be used for exterior construction: brick, rock, stucco, hardy board or timber posts. Vinyl siding will only be allowed on architectural accent elements. The maximum height for the buildings is 30 feet. The homes shall include an attached two car garage as a minimum. The minimum square footage of the homes shall be 1500 square feet.
- 4.5 Owner shall provide for and record enforceable covenants, conditions and restrictions (CCRs) providing architectural design consistency among all parcels with the Subject Area. Owner shall cause a Homeowners Association (HOA) to be constituted as part of CCRs with the duties of maintaining the front yards of the lots and any amenities delineated in an approved

final plat. The HOA shall ensure efficient, timely and complete administration of HOA duties and responsibilities. The CCRs shall establish the City with a controlling interest in the HOA for the matter of voting to dissolve the HOA.

The homeowners within the development may elect to have the HOA maintain other portions of their private property, specifically the side and rear yards.

- 4.6 The total number of single-family detached lots for the 4.11 acre Subject Area shall not exceed 15 lots.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

- 5.1 Issuance of Permits - Owner. Owner, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owner's Undertakings and shall make application for such permits directly to the Layton City Community and Economic Development Department and other appropriate departments and agencies having authority to issue such permits in connection with the performance of Owner's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.
- 5.2 Completion Date. The Owner shall, in good faith, diligently pursue completion of the development.
- 5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owner and its contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Owner's Undertakings. City shall indemnify, defend and hold Owner harmless from and against all liability, loss, damage, costs or expenses (including attorneys' fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss or damage caused to any person, property or improvements on the Subject Area arising from the negligence or omissions of City, or its agents or employees, in connection with City's exercise of its rights granted herein.

ARTICLE VI REMEDIES

- 6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:
- 6.1.1 Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; or
- 6.1.2 Owner agrees not to contest the reversion of the zoning by the City Council to the previous zoning on the property, and hereby holds the City harmless for such

reversion of the zoning from R-1-6 to R-2.

- 6.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither City nor Owner, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.
- 6.3 Extensions. Either Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.
- 6.4 Rights of Owner. In the event of a default by Owner's assignee, Owner may elect, in its discretion, to cure the default of such assignee; provided, Owner's cure period shall be extended by thirty (30) days.
- 6.5 Appeals. If the Owner desires to appeal a determination made hereunder by Staff, said appeal shall be to the Planning Commission, whose decision shall be final. If the appeal is regarding the interpretation of this Agreement the appeal shall be to the City Council with a recommendation from the Planning Commission and Staff.

ARTICLE VII GENERAL PROVISIONS

- 7.1 Successors and Assigns of Owner. This Agreement shall be binding upon Owner and its successors and assigns, and where the term "Owner" is used in this Agreement it shall mean and include the successors and assigns of Owner, except that City shall have no obligation under this Agreement to any successor or assign of Owner not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Owner) of the Subject Area. Upon approval of any assignment by City, or in the event Owner assigns all or part of this Agreement to an assignee, Owner shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.
- 7.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Owner: BETTY E. RAMSEY
750 East Gentile Street
Layton, Utah 84041

DALE CORPORATION
377 North Main Street
Layton, Utah 84041

BARLOW CORPORATION
377 North Main Street
Layton, Utah 84041

To City: LAYTON CITY CORPORATION
437 North Wasatch Drive
Layton, Utah 84041
Attn: Alex R. Jensen, City Manager
801/336-3800, 801/336-3811 (FAX)

Upon at least ten (10) days' prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America.

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of such transmission.

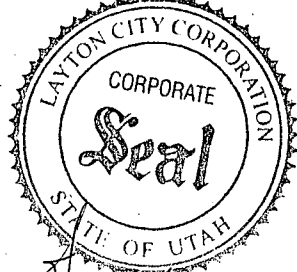
- 7.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Owner.
- 7.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.
- 7.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the Parties.
- 7.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.
- 7.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.
- 7.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:
- 7.8.1 With regard to Owner's Undertakings, performance by Owner of Owner's Undertakings as set forth herein.
- 7.8.2 With regard to City's Undertakings, performance by City of City's Undertakings as

set forth herein.

7.8.3 Upon either Party's request (or the request of Owner's assignee), the other Party agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

7.9 Recordation. This Agreement shall be recorded in reference to the property, and shall run with the land and be binding upon all successors in interest of the property.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.



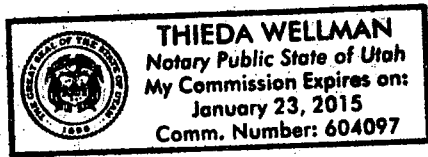
LAYTON CITY CORPORATION

By: [Signature]
J. STEPHEN CURTIS, Mayor

ATTEST:

By: [Signature]
THIEDA WELLMAN, City Recorder

Subscribed and sworn to before me this 2nd day of FEBRUARY, 2012.



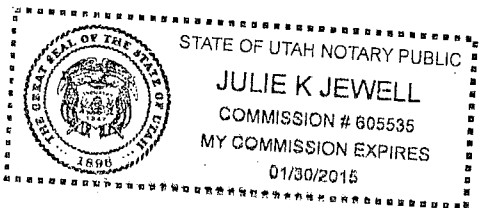
[Signature]
Notary

Signed by

BETTY E. RAMSEY

[Signature]

Subscribed and sworn to before me this 7th day of February, 2012.



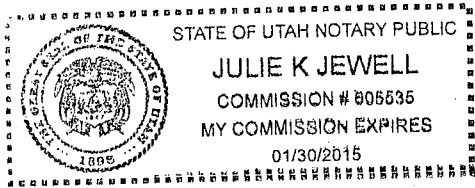
[Signature]

Signed by

DALE CORPORATION

[Signature]

Subscribed and sworn to before me this 14th day of February, 2012.



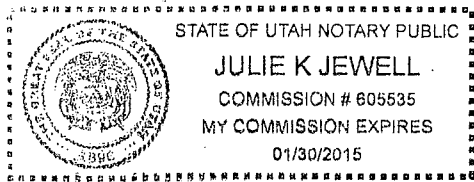
Julie K. Jewell

Signed by

BARLOW CORPORATION

[Signature]

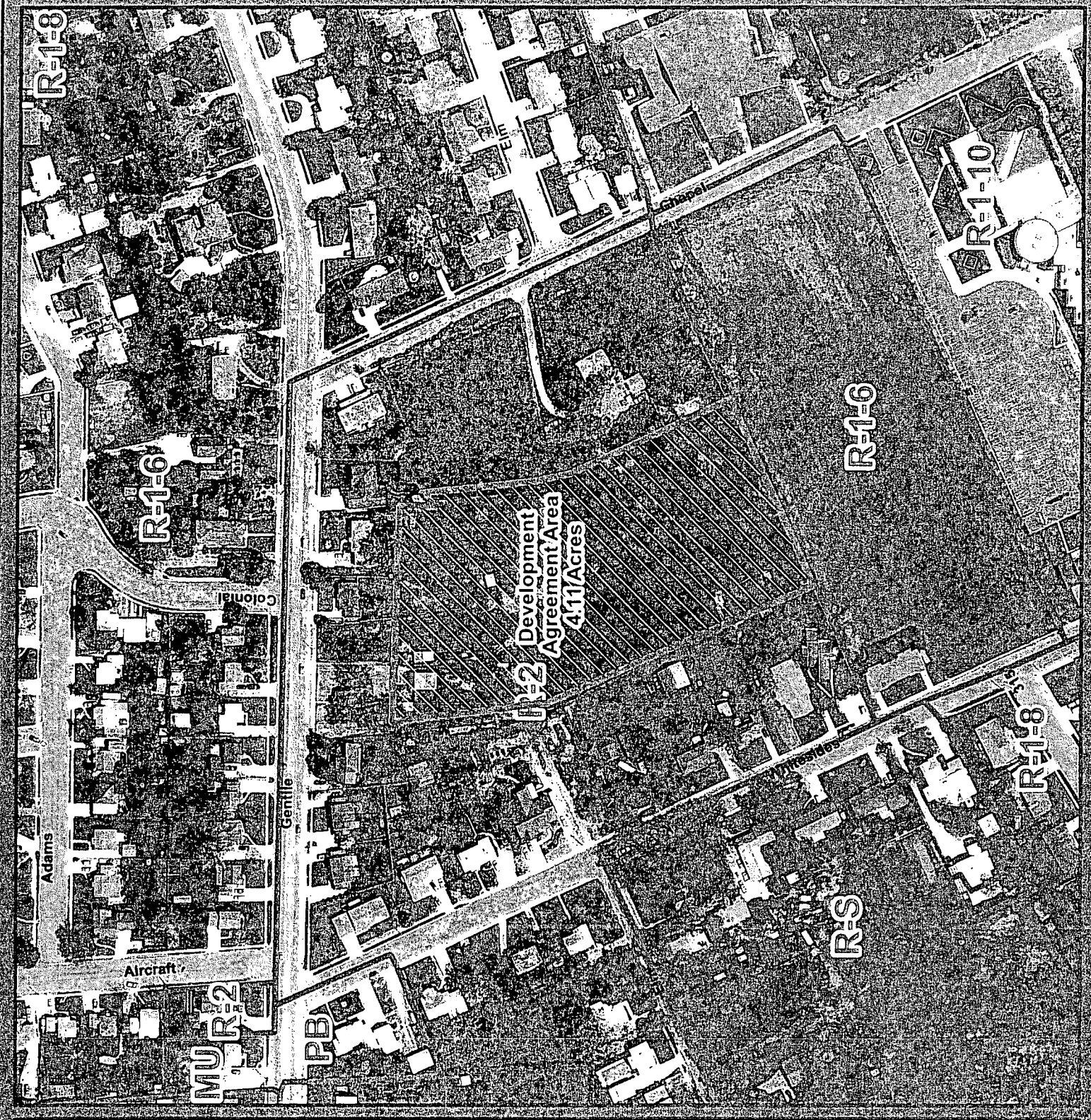
Subscribed and sworn to before me this 14th day of February, 2012.



Julie K. Jewell

APPROVED AS TO FORM:

[Signature]
GARY CRANE, City Attorney



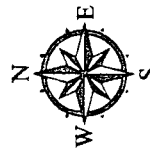
Development Agreement EXHIBIT "A"

**Layton City,
Ramsey,
Dale Corporation,
Barlow Corporation**

2644582
BK 5462 PG 1374

Legend

- Streams
- Lakes
- Zoning



1 inch = 200 feet

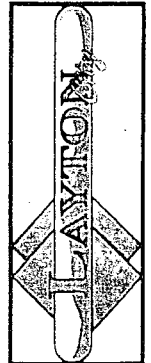
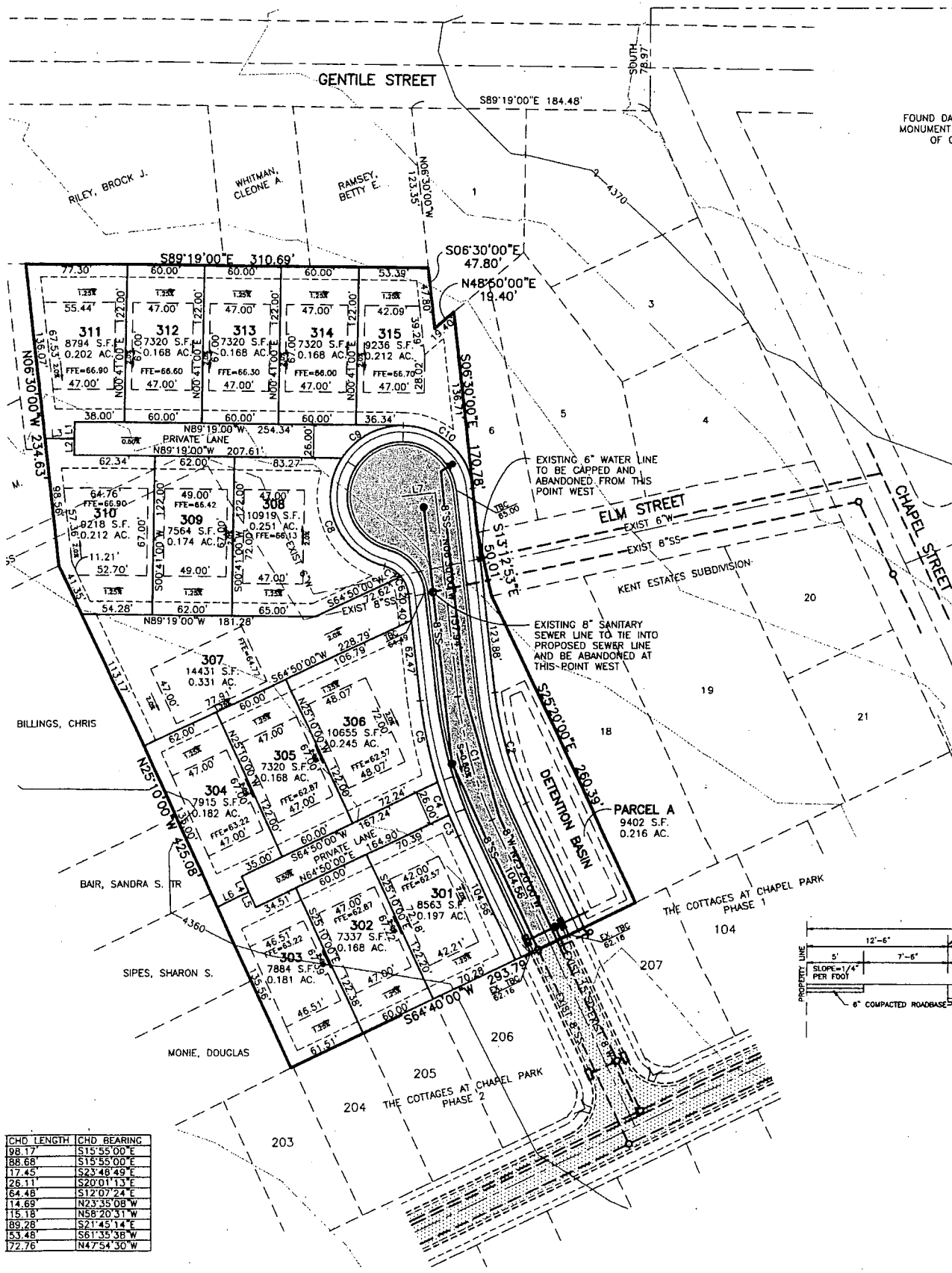


EXHIBIT "B"



The Cottages at Chapel Park-Phase 3

PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH,
RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY. DESCRIBED
AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF KENT ESTATES
SUBDIVISION; THENCE N48°50'00"E 19.40 FEET; THENCE S06°30'00"E 170.79
FEET; THENCE S13°12'53"E 50.01 FEET; THENCE S25°20'00"E 260.39 FEET;
THENCE S64°40'00"W 293.79 FEET; THENCE N25°10'00"W 425.08 FEET; THENCE
N06°30'00"W 234.63 FEET; THENCE S89°19'00"E 310.69 FEET; THENCE
S06°30'00"E 47.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 179,239 SQUARE FEET OR 4.11 ACRES