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RICHARD T. MAUGHAN
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DEP RT REC'D FOR LAYTON CITY

09-087-306

AGREEMENT FOR DEVELOPMENT OF LAND
BETWEEN LAYTON CITY AND SERVICE
MORTGAGE INC.

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY
AND SERVICE MORTGAGE INC.**
(Approximately 2100 East Gordon Avenue)

2964572
BK 6596 PG 680

THIS AGREEMENT for the development of land (hereinafter referred to as "Agreement") is made and entered into this 7th day of July, 2016, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and SERVICE MORTGAGE INC. (hereinafter referred to as "Owner"). City and Owner collectively referred to as the "Parties" and separately as "Party".

RECITALS

WHEREAS, the City has considered an application for a zone change from the present zoning of A (Agricultural) to R-1-10 (Single Family Residential), R-1-6 (Single Family Residential), and PB (Professional Office, of certain property located at approximately 2100 East Gordon Avenue (hereinafter the "Subject Area")); and

WHEREAS, the overall Subject Area consists of approximately 21.87 acres; 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 the overall objectives of Layton City's General Plan, and is depicted in more detail on "Exhibit A" attached hereto (hereinafter "Exhibit A"); and

WHEREAS, City has considered the overall benefits of multiple zoning designations for the Subject Area to facilitate a combination of single family residential and assisted living uses that will provide a range of housing types, and services to residents in various age categories; and

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

WHEREAS, City is willing to grant R-1-10, R-1-6, and PB zoning approval for the Subject Area (as shown on "Exhibit A") subject to Owner's agreeing to certain provisions and undertakings described herein, which Agreement will enable the City Council to consider the approval of such development at this time; and

WHEREAS, City believes that entering into the Agreement with Owner is in best interest of the City and the 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 in this Agreement:

1.1 "Owner's Property" shall mean that property owned by Owner, as depicted on "Exhibit A".

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 "City's Undertakings" shall mean the obligations of the City set forth in Article III.

1.4 "Owner" shall mean SERVICE MORTGAGE INC. The principal mailing address for Owner is listed in paragraph 7.2. Except where expressly indicated in this Agreement, all provisions of

the Agreement shall apply jointly and severally to the Owner or any successor in interest. In the interest of advancing the project, however, any responsibility under this Agreement may be completed by any Owner so that the completing Owner may proceed with their project on their respective parcel.

- 1.5 "Owner's Undertakings" shall have the meaning set forth in Article IV.
- 1.6 "Subject Area" shall have the meaning set forth in the Recitals hereto.
- 1.7 "Exhibit A" shall mean the map depicting the location of the Subject Area.
- 1.8 "Exhibit B" shall mean the conceptual plat and the proposed zoning.
- 1.9 "Exhibit C" shall mean the artist/architectural rendering for the proposed assisted living facility on the PB-zoned portion of the Subject Area.

ARTICLE II CONDITIONS PRECEDENT

2.1 Zoning consistent with "Exhibit A" is a condition precedent to Owner's Undertakings in Article IV. Zoning of the Subject Area shall reflect the general concept and schematic as depicted in "Exhibit A", which includes:

- 2.1.1 Approximately 5.01 acres of R-1-10 (Single Family Residential) zoning;
- 2.1.2 Approximately 10.56 acres of R-1-6 (Single Family Residential) zoning;
- 2.1.3 Approximately 6.30 acres of PB (Professional Office) zoning;

2.2 With respect to each zoning designation:

- 2.2.1 **R-1-10 Zone.** Owner agrees to construct a high quality, detached, single-family residential project.
- 2.2.2 **R-1-6 Zone.** Owner agrees to construct a high quality, detached, single-family residential project with the emphasis on single story patio/cottage homes.
- 2.2.3 **PB Zone.** Owner agrees to construct an assisted living center with the design and use of the center as outlined in Article IV.

2.3 With respect to all zoning designations, Owner agrees to design and construct superior quality structures and amenities and to comply with all landscaping provisions of Chapter 19.16 of the Layton Municipal Code and specific setback, landscaping and buffer requirements of Article IV of this agreement.

2.4 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Layton City Council.

ARTICLE III CITY'S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Section 2.2 and Article II, City shall approve the rezone of the Subject Area from its present zoning of A to R-1-10, R-1-6 and PB, with an effective date of no sooner than the effective date and adoption of this Agreement by the City Council. Any zoning amendment shall occur upon a finding by the City Council that it is in the best interest of the health, safety and welfare of the citizens of Layton City to make such a change at this time. All permits and site plan reviews and approvals shall be made pursuant to

City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

3.2 The proposed zoning changes are as reflected on "Exhibit A" and Exhibit "B" for the overall area.

3.3 City agrees to enter into payback agreements for improvements or facilities intended to extend, expand or improve the City's utility system beyond the improvements required to service or benefit the development of the Subject Area.

ARTICLE IV OWNER'S UNDERTAKINGS

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

4.1 **Land Uses.** Development on the property shall be limited as follows:

4.1.1 Land uses within the Subject Area, as depicted in "Exhibit A" shall be focused on single family detached homes and an assisted living facility specifically limited to the following uses:

4.1.1.1 The 5.01 acre area zoned R-1-10 shall be limited to detached, single-family residential homes and associated accessory uses that are clearly incidental to and customarily found in connection with a single-family home.

4.1.1.2 The 10.56 acre area zoned R-1-6 shall be limited to detached, single-family residential homes and associated accessory uses that are clearly incidental to and customarily found in connection with a single-family home.

4.1.1.3 The 6.30 acre area zoned PB shall be limited an assisted living facility designed for the housing and long-term care of senior residents who need assistance with day-to-day living, which may also include residents who need skilled nursing and memory care service.

4.1.1.4 In the situation where a use is not specifically included in Table 6-2, such a use shall be subject to the regulations of the use (whether permitted by right or a conditional use) to which it is most related or similar, as determined by the Community and Economic Development Director.

4.2 **Single-Family Residential – R-1-10 Zone.** Within the R-1-10 portion of the Subject Area, Owner agrees to construct only single-family residential homes on lots fronting Gordon Avenue.

4.2.1 Building permit approval shall be subject to design and approval of a driveway configuration, such as a circular or hammerhead driveway, to ensure that vehicles exiting these lots onto Gordon Avenue can do so in a forward manner.

4.3 **Small Lot Single-Family – R-1-6 Zone.** Within the R-1-6 portion of the Subject Area, Owner agrees to construct only single-family residential homes in a layout substantially similar to the concept plan as depicted on Exhibit "B" with the total number of single-family detached lots not to exceed 28. No homes in this zone shall be allowed to front Gordon Avenue.

4.3.1 The R-1-6-zoned area requires the construction of a standard 58-foot public right-of-way in a looped road configuration from the eastern boundary of the PB-zoned area to the eastern boundary of the R-1-6-zoned area, as depicted on Exhibit B.

4.3.2 The architectural plans, building elevations, and building materials for the homes in the R-1-6 zone shall be similar to that of the single-family residential structures located in the Cottages at Fairfield project at the northeast corner of Fairfield Road and Church Street in Layton. The following materials shall be used for exterior construction: brick, rock, stucco, or hardy board. The front, or street-facing façade of each home shall have 75% brick or rock masonry. Vinyl siding shall not be allowed. The maximum height for the buildings is 30 feet.

4.3.3 The homes shall include an attached two car garage as a minimum. The homes shall have a minimum square footage of no less than 1,500 square feet. The calculation of square footage shall only be for living space and shall not include the garage.

4.3.4 In addition to the trail, landscape and fence requirements of Section 4.9, Owner agrees to construct a 10-foot wide trail along the Gordon Avenue arterial street frontage that is adjacent to the north portion of the R-1-6-zoned area. Said trail and landscape area shall be located between back of curb and property line.

4.3.5 Owner shall provide for and record enforceable covenants, conditions and restrictions (CCRs) providing architectural design consistency among all parcels within the R-1-6 zone. 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 be required to be managed by a professional management company to 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.

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

4.3.5.2 The HOA shall be responsible for the ownership and maintenance of all private utilities, private streets, landscaping, and fencing.

4.4 Assisted Living Facility – PB Zone. Owner agrees to develop an assisted living facility on the PB-zoned portion of the Subject Area such that:

4.4.1 The architectural plans, building elevations, and building materials shall include exterior construction materials such as brick, rock, stucco, and hardy board similar to those depicted in the rendering on Exhibit “C”. Vinyl siding will not be allowed. Earth tone colors shall be used with relationship to the exterior building materials. The maximum height for the buildings is thirty five (35) feet and limited to no more than two (2) stories.

4.4.2 Architectural plans, building elevations, building materials and landscape plan for this area shall be reviewed by the City’s Design Review Committee (DRC). Recommendations from the DRC shall be incorporated into the final site plan and review and approval by City Staff.

4.4.3 Access to the assisted living facility in the PB zone shall be limited to one connection on Gordon Avenue directly across from 2125 East.

4.4.4 All lighting from the subject area is directed away from the residential uses surrounding the subject area, which shall include compliance with the Layton Municipal Code restrictions of lighting.

4.4.5 The landscape plan approved shall be reviewed and approved in compliance with the requirements of the Title 19 (Zoning) of the Layton Municipal Code.

4.4.6 In addition to the trail, landscape and fence requirements of Section 4.9, Owner agrees to construct a 10-foot wide trail along the Gordon Avenue arterial street frontage that is adjacent to the PB-zoned area. Said trail and landscape area shall be located between back of curb and property line.

4.4.7 The final Certificate of Occupancy for the assisted living facility shall not be granted by Layton City until Gordon Avenue is connected either to the west with the existing Gordon Avenue or connected to the east to Highway 89. If neither connection is completed by July 7, 2021, then the final Certificate of Occupancy can be granted.

4.5 Culinary Water. Culinary water service for the Subject Area will require water line connections and/or extensions from Oakridge Drive, 1200 North and a looped system to 2550 East.

4.5.1 Culinary water service for the Subject Area will require a looped system with a connection to the existing waterline in 1200 North and the existing waterline in 2550 East. The connection and extension of this waterline, from 1200 North to Gordon Avenue, shall be in an easement in favor of Layton City. Owner shall acquire said water line easement with the location of this water line and easement approved by the City Engineer. The final location and dedication of said easement shall be recorded prior to construction of the R-1-6-zoned portion of the Subject area.

4.5.2 Owner shall provide for the extension of this waterline, as extended from 1200 North to the Gordon Avenue right-of-way, to the east within the future Gordon Avenue right-of-way to the intersection of Gordon Avenue and 2550 East. Owner shall provide for the connection of said water line to the existing water line in 2550 East Street. The waterline shall provide fire protection on Gordon Avenue as per Layton City Standards.

4.6 Sanitary Sewer. Development of the Subject Area requires connection to the 10-inch sanitary sewer line that was extended as part of the Cottages at Valley View Subdivision Phase 1, from the western boundary of the Subject Area, west in the future Gordon Avenue right-of-way to the existing sewer main in Gordon Avenue, located near the eastern boundary of Andy Adams Park. Owner shall be responsible for any grading required to maintain City standard depths and covers over said sewer line.

4.7 Storm Drain. Storm drain service for the Subject Area will connect into the required extension of the gravity-fed line within the future Gordon Avenue right-of-way required as part of the Cottages at Valley View Subdivision Phase 1 from the western boundary of the Subject Area to the existing storm drain line installed south of the Layton City Oakridge water tank.

4.8 Land Drain. A land drain system is required throughout the development of the Subject Area, pursuant to a design approved by the City Engineer.

4.9 Gordon Avenue Extension. Gordon Avenue is a planned 80-foot arterial street that extends east-west through the Subject Area with development proposed on the north and south sides of said right-of-way.

4.9.1 Owner shall provide for the dedication of the entire Gordon Avenue right-of-way from the western boundary of the Subject Area to 2550 East as depicted on Exhibit B.

4.9.2 On the western portion of the Subject Area, Owner shall construct the entire 80-foot Gordon Avenue right-of-way through the frontage of the R-1-6-zoned area (Cottages at Valley View Subdivision Phase 1) on the north and the PB-zoned area on the south side of the right-of-way to the western street of the R-1-6-zoned portion of the Subject Area.

4.9.3 From the western street of the R-1-6-zoned portion of the Subject Area to the eastern street of the R-1-6-zoned area on the south side of the Gordon Avenue right-of-way, Owner shall complete a rough grade of the entire 80-foot right of way.

4.9.3.1 Within this same portion and along the south side of the Gordon Avenue extension, Owner shall construct a 10-foot asphalt trail, landscape improvements and fencing. Said trail shall be located within a future location between the back of curb and the south right-of-way line. The design of said trail and landscaping shall be specified in a trail, landscape and fencing plan submitted with the preliminary plat for the R-1-6 portion of the Subject Area. The landscape shall be owned and maintained by the HOA

4.9.4 From the eastern street of the R-1-6-zoned portion of the Subject Area to the existing asphalt at 2550 East of the Gordon Avenue right-of-way, Owner shall complete a rough grade of the entire 80-foot right of way. Within this same portion and along the south side of the Gordon Avenue extension, Owner shall construct the southern half of the street including curb and gutter and a 10-foot asphalt trail. The minimum width of the asphalt shall be 26 feet.

4.10 **Street Lighting.** A street lighting system is required throughout the development of the Subject Area.

4.10.1 Street lighting on Gordon Avenue shall be SL-01 poles. The City shall pay the difference between the SL-01 poles and the standard SL-04 poles.

4.11 **Not Considered Approvals.** Except as otherwise provided, these enumerations are not to be construed as approvals hereof, as any required process must be pursued independent hereof.

4.12 **Amendments.** Owner agrees to limit development to the uses provide herein. If other uses are desired, Owner agrees to seek amendment of this Agreement before pursuing approval hereof.

4.13 **Conflicts.** Except as otherwise provided, any conflict between the provisions of this Agreement and the City's standards for improvements, shall be resolved in favor of the stricter requirement.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

5.1 Issuance of Permits - Owner. Owner, or 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, reasonably pursue completion of the development. Each phase or completed portion of the project must independently meet the requirements of this Agreement and the City's ordinances and regulations, such that it will stand alone, if no further work takes place on the project.

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 their 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 in this paragraph.

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; and

6.1.2 If the remedy of reversion is pursued, the defaulting Owner agrees not to contest the reversion of the zoning on undeveloped portions of the Subject Area, 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-1-10, R-1-6 and PB to A.

6.1.3 If Owner fails to comply with applicable City codes, regulations, laws, agreements, conditions of approval, or other established requirements, City is authorized to issue orders requiring that all activities within the development cease and desist, that all work therein be stopped, also known as a "Stop Work" order.

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 Extension. Any 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 operate to eliminate any of 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 their discretion, to cure the default of such assignee, provided, Owner's cure period shall be extended by thirty (30) days.

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: SERVICE MORTGAGE INC./CORPORATION
377 North Main Street
Layton, Utah 84041
Attn: Jennifer E. Barlow
801-544-2121

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 Developer.

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 City and the Owner or Owners affected by the amendment.

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 of the 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.

Upon an Owner'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 upon approval and execution of this agreement by the Owner, whose property is affected by the recording and the City.

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:

Robert J. Stevenson
ROBERT J STEVENSON, Mayor

ATTEST:

Thieda Wellman
THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

Gary Crane
For: GARY CRANE, City Attorney

Signed by

Chad David Thomas
Vice Mayor

Subscribed and sworn to before me this 01 day of September, 2016.

Chad David Thomas
Notary



EXHIBIT A – Subject Area

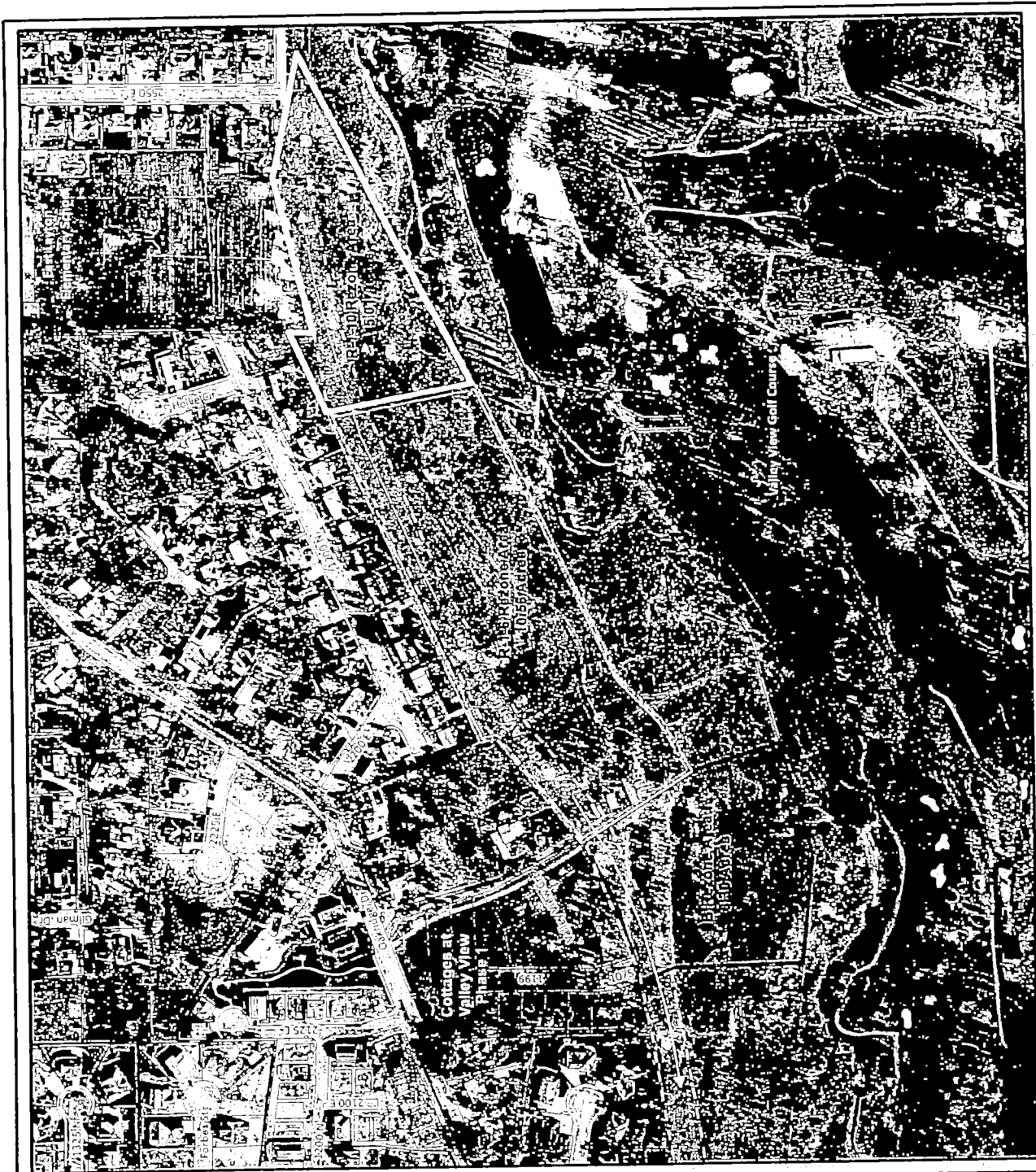


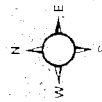
EXHIBIT "A"

Service:
Mortgage Inc.
Development
Agreement

Approx.
2100 East
Gordon Avenue
21.87 Acres

LEGEND

- Layton City Boundary
- Property
- Lakes
- Streams



1 inch = 334.04 feet

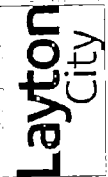
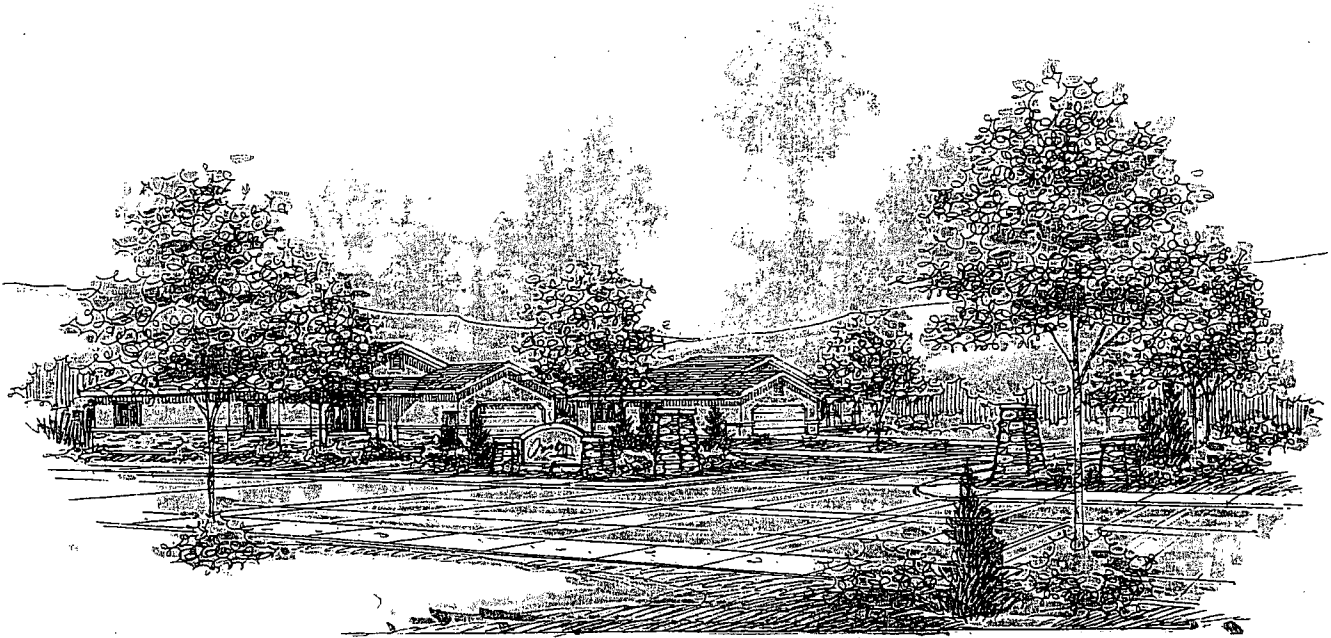


EXHIBIT C – Cottage Homes and Assisted Living Facility



Single-Family Homes – R-1-6 Zone



Assisted Living Facility Rendering – PB Zone



PB ZONE

PART OF THE SOUTHWEST QUARTER OF SECTION 14 AND THE NORHTWEST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N89°55'10"E ALONG THE SECTION LINE, 1773.55 FEET AND N00°04'50"W 184.89 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE S27°29'29"E 40.29 FEET; THENCE S35°28'13"E 92.00 FEET; THENCE S18°21'06"E 200.66 FEET; THENCE S74°30'03"W 365.47 FEET; THENCE N85°03'39"W 279.06 FEET; THENCE N02°09'05"W 340.93 FEET; THENCE N12°33'57"W 80.10 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 406.23 FEET, A RADIUS OF 1260.00 FEET, A CHORD BEARING OF N65°15'08"E, AND A CHORD LENGTH OF 404.48 FEET; THENCE S35°18'10"E 172.03 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 15.08 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING OF S18°01'22"E, AND A CHORD LENGTH OF 14.85 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 87.39 FEET, A RADIUS OF 60.00 FEET, A CHORD BEARING OF S42°28'04"E, AND A CHORD LENGTH OF 79.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 274,258 SQUARE FEET OR 6.296 ACRES

09-087-0306

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ogden@reeve-assoc.com • reeve-assoc.com



R-1-6 ZONE

PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 14,
TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N89°55'10"E ALONG THE SECTION
LINE, 1773.55 FEET AND N00°04'50"W 184.89 FEET FROM THE SOUTHWEST CORNER
OF SAID SECTION 14; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN
ARC LENGTH OF 87.39 FEET, A RADIUS OF 60.00 FEET, A CHORD BEARING OF
N42°28'04"W, AND A CHORD LENGTH OF 79.87 FEET; THENCE ALONG A REVERSE
CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 15.08 FEET, A RADIUS
OF 25.00 FEET, A CHORD BEARING OF N18°01'22"W, AND A CHORD LENGTH OF
14.85 FEET; THENCE N35°18'10"W 172.03 FEET; THENCE ALONG A CURVE TURNING
TO THE LEFT WITH AN ARC LENGTH OF 189.57 FEET, A RADIUS OF 1260.00 FEET, A
CHORD BEARING OF N51°42'21"E, AND A CHORD LENGTH OF 189.39 FEET; THENCE
ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF
154.06 FEET, A RADIUS OF 1345.19 FEET, A CHORD BEARING OF N50°16'27"E, AND A
CHORD LENGTH OF 153.98 FEET; THENCE N24°54'02"W 25.24 FEET; THENCE
N64°42'00"E 918.23 FEET; THENCE S14°06'37"E 371.57 FEET; THENCE S62°26'40"W
537.33 FEET; THENCE S73°00'37"W 28.30 FEET; THENCE S56°49'53"W 303.49 FEET;
THENCE S40°56'18"W 127.27 FEET; THENCE S54°31'47"W 130.62 FEET; THENCE
N35°28'13"W 92.00 FEET; THENCE N27°29'29"W 40.29 FEET TO THE POINT OF
BEGINNING.

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R-1-10 ZONE

PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N89°55'10"E ALONG THE SECTION LINE, 2793.47 FEET AND N00°04'50"W 667.61 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE N14°06'37"W 371.57 FEET; THENCE N64°42'00"E 263.02 FEET; THENCE S00°12'00"W 71.42 FEET; THENCE N75°53'23"E 408.41 FEET; THENCE S79°57'03"E 316.07 FEET; THENCE S62°26'40"W 963.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 218,223 SQUARE FEET OR 5.010 ACRES

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