

When recorded, mail to:
Layton City Recorder
437 N. Wasatch Drive
Layton, UT 84041

RETURNED
NOV 16 2021

E 3435365 B 7887 P 140-151
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/16/2021 12:17 PM
FEE \$0.00 Pgs: 12
DEP RT REC'D FOR LAYTON CITY CORP

Affects Parcel Numbers Noted Herein

**NOTICE OF DEVELOPMENT AGREEMENT
PERTAINING TO CARRIAGE COVE SUBDIVISION,
LAYTON CITY, DAVIS COUNTY, UTAH**

On September 18, 1997 the Layton City Council adopted Resolution 97-72 adopting and approving an agreement for development of land, between Layton City and Developer NUTEAM, Inc. (Adam S. Nash). This Notice, recorded in the office of the Davis County Recorder, notifies all current and future property owners of said development agreement for all designated properties pertaining to development conditions and requirements.

- 10-219-0001 ALL OF LOT 1, CARRIAGE COVE SUBDIVISION CONTAINS 0.20 ACRES
- 10-219-0002 ALL OF LOT 2, CARRIAGE COVE SUBDIVISION. CONTAINS 0.19 ACRES
- 10-219-0003 ALL OF LOT 3, CARRIAGE COVE SUBDIVISION. CONTAINS 0.18 ACRES
- 10-219-0004 ALL OF LOT 4, CARRIAGE COVE SUBDIVISION. CONTAINS 0.20 ACRES
- 10-219-0005 ALL OF LOT 5, CARRIAGE COVE SUBDIVISION. CONTAINS 0.18 ACRES
- 10-219-0006 ALL OF LOT 6, CARRIAGE COVE SUBDIVISION CONTAINS 0.18 ACRES
- 10-219-0007 ALL OF LOT 7, CARRIAGE COVE SUBDIVISION. CONTAINS 0.18 ACRES
- 10-219-0008 ALL OF LOT 8, CARRIAGE COVE SUBDIVISION, CONTAINS 0.19 ACRES
- 10-219-0009 ALL OF LOT 9, CARRIAGE COVE SUBDIVISION. CONTAINS 0.19 ACRES
- 10-219-0010 ALL OF LOT 10, CARRIAGE COVE SUBDIVISION. CONTAINS 0.32 ACRES
- 10-219-0011 ALL OF LOT 11, CARRIAGE COVE SUBDIVISION. CONTAINS 0.20 ACRES
- 10-219-0012 ALL OF LOT 12 CARRIAGE COVE SUBDIVISION. CONTAINS 0.20 ACRES
- 10-219-0013 ALL OF LOT 13, CARRIAGE COVE SUBDIVISION. CONTAINS 0.19 ACRES
- 10-219-0014 ALL OF LOT 14, CARRIAGE COVE SUBDIVISION. CONTAINS 0.19 ACRES


10-219-0015 ALL OF LOT 15 CARRIAGE COVE SUBDIVISION. CONTAINS 0.20 ACRES
10-219-0016 ALL OF LOT 16, CARRIAGE COVE SUBDIVISION. CONTAINS 0.18 ACRES
10-219-0017 ALL OF LOT 17 CARRIAGE COVE SUBDIVISION. CONTAINS 0.20 ACRES
10-219-0018 ALL OF LOT 18, CARRIAGE COVE SUBDIVISION. CONTAINS 0.32 ACRES
10-219-0019 ALL OF LOT 19 CARRIAGE COVE SUBDIVISION. CONTAINS 0.19 ACRES
10-219-0020 ALL OF LOT 20, CARRIAGE COVE SUBDIVISION. CONTAINS 0.18 ACRES
10-219-0021 ALL OF LOT 21 CARRIAGE COVE SUBDIVISION. CONTAINS 0.19 ACRES
10-219-0022 ALL OF LOT 22, CARRIAGE COVE SUBDIVISION. CONTAINS 0.18 ACRES
10-219-0023 ALL OF LOT 23, CARRIAGE COVE SUBDIVISION. CONTAINS 0.18 ACRES
10-219-0024 ALL OF LOT 24, CARRIAGE COVE SUBDIVISION. CONTAINS 0.20 ACRES
10-219-0025 ALL OF LOT 25, CARRIAGE COVE SUBDIVISION. CONTAINS 0.19 ACRES
10-219-0026 ALL OF LOT 26 CARRIAGE COVE SUBDIVISION. CONTAINS 0.23 ACRES
10-219-0027 ALL OF LOT 27, CARRIAGE COVE SUBDIVISION. CONTAINS 0.19 ACRES
10-219-0028 ALL OF LOT 28, CARRIAGE COVE SUBDIVISION. CONTAINS 0.22 ACRES
10-219-0029 ALL OF LOT 29, CARRIAGE COVE SUBDIVISION. CONTAINS 0.37 ACRES
10-219-0030 ALL OF LOT 30, CARRIAGE COVE SUBDIVISION. CONTAINS 0.25 ACRES
10-219-0031 ALL OF LOT 31, CARRIAGE COVE SUBDIVISION. CONTAINS 0.18 ACRES
10-219-0032 ALL OF LOT 32, CARRIAGE COVE SUBDIVISION. CONTAINS 0.19 ACRES
10-219-0033 ALL OF LOT 33, CARRIAGE COVE SUBDIVISION. CONTAINS 0.19 ACRES
10-219-0034 ALL OF LOT 34, CARRIAGE COVE SUBDIVISION. CONTAINS 0.21 ACRES
10-219-0035 ALL OF LOT 35, CARRIAGE COVE SUBDIVISION. CONTAINS 0.27 ACRES
10-219-0036 ALL OF LOT 36, CARRIAGE COVE SUBDIVISION. CONTAINS 0.22 ACRES
10-219-0037 ALL OF LOT 37, CARRIAGE COVE SUBDIVISION. CONTAINS 0.20 ACRES

10-219-0038 ALL OF LOT 38, CARRIAGE COVE SUBDIVISION. CONTAINS 0.19 ACRES
10-219-0039 ALL OF LOT 39, CARRIAGE COVE SUBDIVISION. CONTAINS 0.20 ACRES
10-219-0040 ALL OF LOT 40 CARRIAGE COVE SUBDIVISION. CONTAINS 0.18 ACRES
10-219-0041 ALL OF LOT 41, CARRIAGE COVE SUBDIVISION. CONTAINS 0.18 ACRES
10-219-0042 ALL OF LOT 42, CARRIAGE COVE SUBDIVISION. CONTAINS 0.18 ACRES
10-219-0043 ALL OF LOT 43 CARRIAGE COVE SUBDIVISION. CONTAINS 0.18 ACRES
10-219-0044 ALL OF LOT 44, CARRIAGE COVE SUBDIVISION. CONTAINS 0.20 ACRES
10-219-0045 ALL OF LOT 45, CARRIAGE COVE SUBDIVISION. CONTAINS 0.19 ACRES
10-219-0046 ALL OF LOT 46, CARRIAGE COVE SUBDIVISION. CONTAINS 0.20 ACRES
10-219-0047 ALL OF LOT 47, CARRIAGE COVE SUBDIVISION. CONTAINS 0.21 ACRES
10-219-0048 ALL OF LOT 48, CARRIAGE COVE SUBDIVISION. CONTAINS 0.24 ACRES
10-219-0049 ALL OF LOT 49 CARRIAGE COVE SUBDIVISION. CONTAINS 0.37 ACRES
10-219-0050 ALL OF LOT 50, CARRIAGE COVE SUBDIVISION. CONTAINS 0.28 ACRES
10-219-0051 ALL OF LOT 51, CARRIAGE COVE SUBDIVISION. CONTAINS 0.24 ACRES
10-219-0052 ALL OF LOT 52 CARRIAGE COVE SUBDIVISION. CONTAINS 0.22 ACRES

Exhibit A: RESOLUTION 97-72

Exhibit B: AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND
NUTEAM, INC.

NOTICE FILED BY LAYTON CITY

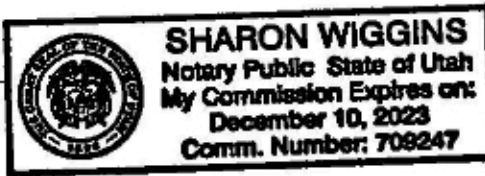

Gary Crane
Layton City Attorney

STATE OF UTAH)
 :SSS
DAVIS COUNTY)

The foregoing instrument was acknowledged before me this 15th day of November, 2021
by Gary Crane, Layton City Attorney.

Sharon Wiggins
Notary Public

My commission expires:



RESOLUTION 97-72

A RESOLUTION ADOPTING AND APPROVING AN AGREEMENT FOR THE DEVELOPMENT OF LAND, BETWEEN LAYTON CITY AND DEVELOPER NUTEAM, INC. (ADAM S. NASH); AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, Developer Nuteam, Inc. (Adam S. Nash), (hereafter "Developer") desires to develop certain property located north of Gentile Street between 850 West and 1000 West (hereafter "Project Property") in Layton City; and

WHEREAS, Developer's proposal may necessitate certain zoning and subdivision approvals upon the Project Property and said proposal is consistent with the City's overall objectives and intent of the General Plan; and

WHEREAS, Developer and Layton City desire to enter into an agreement setting forth the responsibilities of both parties relative to various aspects of the development of appropriate buffers on the Project Property; and

WHEREAS, the City Council has determined it to be in the best interest of the citizens of Layton City to enter into this agreement, to provide changes and improvements to ensure that the Project Property will be developed according to the overall objectives and intent of the City's General Plan and in the best interest of the City.

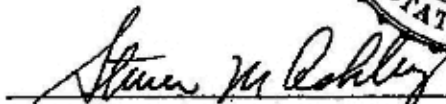
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. The agreement entitled "Agreement for Development of Land Between Layton City and Nuteam, Inc." is hereby adopted and approved.
2. The Mayor is authorized to execute the Agreement, which is attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 18th day of September, 1997.



ATTEST:


STEVEN M. ASHBY, City Recorder


JERRY STEVENSON, Mayor

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN
LAYTON CITY AND NUTEAM, INC.**

(Approximately 850 West through 1000 West Gentile Street, North Side)

THIS AGREEMENT for the development of land (hereinafter referred to as this "Agreement") is made and entered into this 23rd day of FEBRUARY, 1998 between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and NUTEAM, INC. (hereinafter referred to as "Owner"). 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 considered an application for a zone change from the present zoning of A (Agriculture) to R-1-8 (Residential), of certain property located at approximately 850 West through 1000 West on the north side of Gentile Street in Layton City (hereinafter the "Subject Area"); and

WHEREAS, the Subject Area consists of approximately 14.69 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 the overall objectives of Layton City's General Plan; 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-1-8 zoning approval for the Subject Area (as shown on Exhibit "A"), subject to Owner agreeing to certain limitations and undertakings described herein, which Agreement will provide protection to the Subject Area and surrounding property values and 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 the vital and 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 used 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 NUTEAM, INC. The principal mailing addresses for Owner is listed in paragraph 7.2.

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 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 a R-1-8 zoning designation, as set forth herein.

ARTICLE III CITY'S UNDERTAKINGS

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-1-8, with an effective date of no sooner than the effective date and adoption of this Agreement by the City Council. Any zoning or General Plan 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.

The proposed zoning change is as reflected on Exhibit "A."

ARTICLE IV OWNER'S UNDERTAKINGS

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

1. Development on the property shall be limited as follows:

a. The property designated for R-1-8 zoning, once zoned R-1-8, shall comply with all applicable City rules, regulations and codes;

b. Owner shall be responsible for seeing that all development comply with the following:

- i. There will be additional noise attenuation constructed into each home in the development, designed for a reduction of 10 decibels. This additional construction shall be added to the shell of the homes;
- ii. Each home in the development shall be constructed with central air conditioning to permit the homes to be closed continually, as the home owner desires;
- iii. The depth of all lots adjacent to the "M" zoned property to the north, shall be a minimum of 115' with a rear yard set back of 50', as a minimum;
- iv. There shall be constructed an eight foot noise barrier wall along the north property line, adjacent to the "M" zoned property. This wall shall be on the property line and shall be eight feet in height as measured from the level of the parking lot on the property to the north; and,
- v. There shall be trees planted along the south side of said wall, with a minimum size of 1 ½ " caliper. There shall be a minimum of 1 tree per 20 linear foot and planted in a logical pattern for each individual lot. Said planting scheme shall be depicted on final plat drawings. The type of tree shall be determined by staff with the guideline that the trees shall be of a type and quality similar to the Maple family and shall not be similar to trees in the Poplar family.

e. Access to this site from Gentile Street shall be approved by the City Engineer, in contemplation of the Master Street Plan.

f. The Spectrum Acoustical Engineers report, dated July 23, 1997, is hereby made a part of this Agreement and the provisions therein are adopted as requirements hereof. Further, the schematic, entitled "Adam Nash Rezone (A to R-1-8) Buffer for Lots Adjacent to Smith's," is incorporated herein by this reference and adopted as a requirement hereof.

These enumerations are not to be construed as approvals thereof, as any required approval process must be pursued independent hereof.

Owner agrees to limit development to the above uses upon all properties within the Subject Area, and if other uses are desired, Owner agrees to seek amendment of this Agreement before pursuing the development of those uses.

2. Any conflict between the provisions of this Agreement and the City's codified requirements shall be resolved in favor of the more strict requirement.

**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 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 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 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-1-8 to A.

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 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.

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 assign 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: NUTEAM, INC.
2145 South Main
Salt Lake City, Utah 84115
Telephone: (801) 466-3686

To City: LAYTON CITY CORPORATION
437 North Wasatch Drive
Layton, Utah 84041
Attn: Alex R. Jensen, City Manager
801/546-8500
801/546-8577 (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 City and the Owner.

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 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.

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 not be recorded without the prior written consent of the Owner(s), whose property is affected by the recording and the City.

7.10 **Master Plan.** The Owner shall prepare a Master Plan reflecting the proposed development of the Subject Area. Once the Master Plan is accepted by the Parties, it shall be executed and then is considered to be a part of this Agreement, binding on the Parties. This Plan may be amended as agreed upon by the Parties, to the extent that said amendments are consistent with the objectives of this Agreement and the City's ordinances and regulations.

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.



ATTEST:

By: Steven M. Ashby
STEVEN M. ASHBY, City Recorder

LAYTON CITY CORPORATION,
a municipal corporation of the State of Utah

By: Jerry Stevenson
JERRY STEVENSON, Mayor

APPROVED AS TO FORM:

Gary R. Crane
GARY R. CRANE, City Attorney

OWNER

NUTEAM, INC.
By: A. Wesley Hardy
Its: A.P.

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake

On this 23rd day of February, 1998, personally appeared before me A. Wesley Hardy, who duly acknowledged to me that he is the Vice President of NUTEAM, INC. and that the document was signed by him in behalf of said corporation, and A. Wesley Hardy acknowledged to me that said corporation executed the same.

Kristen Thomas
NOTARY PUBLIC

