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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 MAURICE R  
BARNES & ELLEN N BARNES FAMILY LIMITED  
PARTNERSHIP

10-043-0028 ✓

RETURNED

NOV 30 2021

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND  
MAURICE R BARNES & ELLEN N BARNES FAMILY LIMITED PARTNERSHIP**

THIS AGREEMENT for the development of land (hereinafter referred to as "Agreement") is made and entered into this 7<sup>th</sup> day of October, 2021, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and property owner MAURICE R BARNES & ELLEN N BARNES FAMILY LIMITED PARTNERSHIP (hereinafter referred to as "Owner"), with City and Owner collectively referred to as "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 General Plan Amendment and zone change of a certain property located at approximately 1000 East Layton Crossing Parkway and 1800 West Gordon Avenue in Layton City (hereinafter the "Subject Area") from M-2 (Heavy Manufacturing/Industrial) to R-H PRUD (High Density Residential, Planned Residential Unit Development) and CP-3 (Planned Regional Commercial) as depicted on Exhibit A attached hereto; and

WHEREAS, Parties desire to enter into this Agreement to provide for the development of the Subject Area consisting of approximately 39.64 acres (hereinafter the "Development Area" as depicted on Exhibit A), in a manner consistent with the City's General Plan and the intent reflected in that Plan; and

WHEREAS, City is willing to grant approval of R-H (PRUD) and CP-3 zoning 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 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 "City's Undertakings" shall mean the obligations of the City set forth in Article III.

1.2 "Owner's Undertakings" shall have the meaning set forth in Article IV.

1.3 "R-H (PRUD)" zoning shall mean a single family and multi-family residential use district with a planned residential unit development overlay, and "CP-3" zoning shall mean the regional commercial zoning district. The use, maximum density, site and building design standards of the R-H (PRUD) zoning and CP-3 zoning are regulated by Table 5-1 and 5-2 of the Zoning Regulation Chart and Chapter 19.08 of

the Layton Municipal Code, as shown in Appendix A-1. These zoning districts are further restricted by the provisions set forth in Article IV.

## 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 R-H (PRUD) zoning and CP-3 zoning consistent with Exhibit A is a condition precedent to Owner's Undertakings in Article IV.

## ARTICLE III CITY'S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Article IV, City shall approve the rezone of the Subject Area from its present zoning M-2 to R-H (PRUD) and CP-3, as depicted on Exhibit A, 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 for the overall area.

## ARTICLE IV OWNERS' UNDERTAKINGS AND RIGHTS

After the Effective Date, and conditioned upon City's performance of its undertakings set forth in Article III, and provided Owner has not terminated this Agreement pursuant to Section 7.8, Owners agree to the following:

- 4.1 **Zoning.** Zoning and development of the Development Area shall comply with Article II. Once the Subject Property is zoned in accordance with Article II, development of the Development Area shall comply with all applicable City rules, regulations, and codes.
- 4.2 Owner agrees that each phase of the Subdivision approved by City must comply with all the requirements of the City Code prior to the approval of any phase in the subdivision.
- 4.3 Any proposal to rezone the Subject Area from R-H (PRUD) and CP-3 as depicted on Exhibit A to another zone shall require a rezone petition and amendment to this Agreement.
- 4.4 **Density.** The maximum density of residential units shall not exceed 14.80 units per acre with a total of 568 units and shall be located approximately in the same location as shown in Exhibits B-1 and B-2 (Concept Plan).
- 4.5 **Commercial Requirement.** There shall be a minimum of 8,600 square feet of commercial

and/or flex maker space, which shall be located approximately in the same location as shown in Exhibits B-1 and B-2.

- 4.6 **The Amenity.** As used, herein the term “the Amenity” shall include a playground, community garden, trail connections to the Denver and Rio Grande Western Rail Trail, a bike repair station, an outdoor gathering space, a hammock park, and benches. Location of each amenity shall be approximately in the same location as shown in Exhibit G-1 through G-3. The amenity shall be maintained by the Owner and Home Owners Association (HOA).

4.6.1 Owner agrees to retain ownership of the Amenity until the Amenity is completed. The Amenity shall be substantially similar in design, quality, and materials as depicted in Exhibit G-1 through G-3.

- 4.7 **Issuance of Building Permits.** Provided Owner and the builders are in compliance with the City’s Code, the terms of Subdivision approval and the City’s Engineering requirements, City will issue building permits and/or occupancy permits in approved phases of the Subdivision up to a total of 315 units of the total 568 that could be approved under the Subdivision approval.

4.7.1 As used, herein the term “Major Amenity” shall include the trail connections, open space areas located along the western portion of the development, and proposed playground as shown in Exhibit G-1. Prior to the issuance of the 315<sup>th</sup> residential building permits and/or certificates of occupancy, construction on the Major Amenity shall commence. In the event the Amenity is not completed prior to the issuance of the 315<sup>th</sup> building permit and/or certificate of occupancy, City may withhold issuance of further building permits and/or certificates of occupancy until the Amenity is completed, or at the discretion of City, until a cash (or equivalent) bond is posted by Owner in an amount determined by City after receipt from Owner of an accurate cost estimate, to cover the cost of the Amenity. The Amenity must be completed within one year from the date of the issuance of the 315<sup>th</sup> permit and/or certificate of occupancy or within 12 months of the posting of the bond if a bond is permitted, whichever occurs sooner.

4.7.2 Owner agrees to defend and hold City harmless for any cause of action arising out of City’s restriction on the issuance of building permits and/or certificates of occupancy that cannot be issued because Owner fails to install the Amenity according to the terms of this Amendment.

- 4.8 **Residential Design Standards.** All single-family and townhome buildings shall comply with the requirements outlined in Layton City Municipal Code 19.24.080 Condominium/Townhouse Design Standards, as shown in Appendix A-1. All residential apartment and condominium buildings shall comply with the requirements outlined in Layton City Municipal Code 19.25.060 Specific Design Standards, as shown in Appendix A-1.

4.8.1 All residential buildings shall have an architectural style that is substantially similar in design, quality, and materials as shown Exhibits C-1 and C-2 for single-family buildings, Exhibits D-1 and D-2 for townhome buildings, and Exhibits E-1 through E-4 for multi-family buildings.

4.8.2 Twenty percent of all street-facing sides of primary and accessory buildings shall



be finished with masonry. For the purposes of this section, masonry shall include brick stone or cementitious siding but shall not include stucco or similar products. Calculation of minimum percentage shall not include entry feature columns.

- 4.8.3 Application of Exterior Brick or Rock Materials: To achieve the appearance of masonry as a structural component of the architecture, exterior masonry materials shall extend beyond any exterior wall corner by a depth of at least 18" onto the adjoining (perpendicular) wall elevation. This requirement shall also apply to non-masonry exterior materials, such that transitions of materials do not occur at building corners. The uniform application of building materials at corners shall extend vertically up to the roof eaves.
  - 4.8.4 All single-family homes shall be rear-loaded. The total number, type, and location of housing units shall be located approximately in the same location as shown in Exhibit B.
  - 4.8.5 All single family lots require alleys (rear lane drives) to provide primary vehicle access to garages and any parking spaces located at the rear of buildings.
  - 4.8.6 All residential units shall have an open-air front porch, stoop, or other front entrance feature. Front entrance feature dimensions shall be or shall include a portion with a minimum depth and width of seven feet. These front entrance features may encroach no more than five feet into the front yard setback.
  - 4.8.7 All apartment and condominium units shall have an open-air porch, balcony, or patio with a minimum of 49 square feet.
- 4.9 **Commercial Design Standards.** All commercial buildings shall comply with the requirements outlined in Layton City Municipal Code 19.25.060 Specific Design Standards, unless otherwise stated, as shown in Appendix A-1.
- 4.9.1 All commercial buildings shall have an architectural style that is substantially similar in design, quality, and materials as shown in Exhibits F-1 and F-2. The use of brick, rock, or cementitious siding is appropriate. Stucco or similar products are not permitted.
  - 4.9.2 Each commercial building shall incorporate features designed to provide human scale and visual interest. A minimum of two features shall be incorporated for every 30 linear feet of building length. Compliance can be achieved through dormers, second story windows, transom window, cupolas, awnings, canopies, subdivision mural, or similar architectural features. A subdivision mural is not required to be incorporated multiple times.
  - 4.9.3 Rollup doors that are visible from the public street shall have a minimum of 75% glass.
  - 4.9.4 At least 50% of the lineal frontage of any ground floor wall with street frontage shall incorporate windows, doors, or display windows. Any transparent street-facing windows and doors that connect to warehouse and equipment storage areas shall be screened to block interior visibility with no more than 30% screening as window signs, and no more than 50% screening as window displays.

- 4.9.5 At least half of the windows and doors along street-facing building elevations shall be visible into finished interior reception, office, retail, or business operation areas. Warehouse and equipment storage areas shall not be visible from the street-facing windows and doors.
- 4.10 **Signs.** Attached signs shall include blade signs, wall signs, murals, or other similar style signs. Detached signs and electrical message center signs are not permitted.
- 4.11 **Land Use Regulations.** The land uses outlined here shall not be allowed within the CP-3 zoned portion of the property: Pet services; assisted living, halfway house, or similar facility; commercial radio or TV trans. station; electric power plant, electric substation; utility shops, storage yards and buildings; major auto repair; car wash; dealership; dealership, small; gasoline sales (wholesale); gasoline retail (no repairs); gasoline, petroleum products storage; muffler or brake shop; new & reconditioned auto parts, indoor; paint and body shop; seat cover or upholstery; service station, minor repairs; storage of autos, travel trailers; tire sales; tire recapping and retreading shop; towing services; outdoor truck storage truck/trailer rental, used auto parts sales, indoor; wrecking or salvage yard for auto parts; heavy equipment rental/sales, repair and storage; tavern, bar, private club with alcohol sales; dance hall or night club; lumber yard; trailer or mobile home sales; travel trailer park.
- 4.12 **Single Family Building Setbacks.** The minimum front yard setback for single-family residential units shall be 12'. Garages fronting onto streets shall be set back at least 20'.
- 4.12.1 Residential buildings and lots that front onto common open space area(s) shall provide at least one front entrance per building, with fencing and a sidewalk/pathway to delineate the privately-owned front yard from the common open space area. Shrubs/ornamental grasses shall be planted along both sides of the fencing to further enhance the boundary delineation between private and common open space areas.
- 4.12.2 The vehicle apron/driveway shall have a depth of either up to five feet or over 18'; any measurement in-between five feet and 18' is not permitted.
- 4.12.3 A window well that is less than seven feet away from a window well of an adjacent home is required to have a cover. Window wells must maintain a minimum of a four-foot separation from window wells on adjacent lots.
- 4.12.4 Solid fencing or walls of at least four feet and no taller than six feet in height shall be installed around limited common areas for privacy and shall comply with requirements outlined in the Layton City Municipal Code 19.24.040.1(e), as shown in Appendix A-1.
- 4.13 **Trail Access Points.** All trail access points connecting into the Denver and Rio Grande Western Rail Trail (D&RGW), shall come through an agreement between the City and Utah Transit Authority (UTA). All trail connections must connect to City-owned property or public right-of-way and be maintained by the City. Easements shall be secured for City to cross the Jordan Valley Water Conservancy District's (JVWCD) property that abuts the D&RGW Rail Trail on the east side along the development.
- 4.13.1 Trail connections shall be established and improved across JVWCD property

through an easement agreement. The trail easements shall extend from the D&RGW Rail Trail, across the Jordan Valley Water Conservancy District's Property (Tax ID: 100430029), and connect to a public-right-of-way, and shall be maintained by the City through an agreement.

- 4.13.2 The remaining sections of JWCD property that abuts the proposed development and is not associated with a trail access easement, shall be maintained as open space by Owner and HOA.
- 4.13.3 When the future pipeline is installed within the JWCD property, it shall be the responsibly of the City to reinstall the sections of trail removed during construction.

**4.14 Homeowners Association.** Owner shall provide for and record enforceable covenants, conditions, and restrictions (CCRs) providing architectural design consistency. Owner shall cause an 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.

- 4.14.1 The homeowners within the development may elect to have the HOA maintain other portions of their private property, specifically the side and rear yards.
- 4.14.2 The HOA shall be responsible for the ownership and maintenance of all private utilities, private streets, open space areas, including landscape buffers, detention basins, trails and pathways, and any other amenities, and fencing. The HOA shall also be responsible for maintenance of the park strips and any open space common areas along Gordon Avenue and Layton Crossing Parkway.

**4.15 Public Utilities.** Owner acknowledges and agrees that any development shall comply with all development standards, guidelines, ordinances, regulations, and statues as exist at time of development.

- 4.15.1 **Street Connection.** The public street within the CP-3 zone shall be a minor collector with a 60' right of way. The public streets within the R-H zone shall be a residential street with a 58' public right-of-way. All private streets and alleys shall have a width of 26'.
- 4.15.2 **Trail Connections.** A letter of acknowledgement from JWCD shall be required with the preliminary application. JWCD will approve all improvements placed on their property with un-rescindable and unconditioned approvals.
- 4.15.3 **Culinary Water.** A ten-inch waterline shall be extended in 2200 West from 1850 North, including a section to be bored under the Union Pacific Rail Road (UPRR) and UTA tracks, to connect to an existing line in Layton Crossing Parkway. All existing services, fire hydrants, and mainlines in 2200 West shall be disconnected from the Clearfield City main and connected to the new ten-inch main. There are existing bonds and water impact funds available to help facilitate the installation of this line. Any costs above and beyond the collected amounts shall be the responsibility of Owner. All permits and fees to bore under the UPRR and UTA

tracks shall be the responsibility of Owner. The waterline extension is not eligible for a City or third-party payback. No new connections shall be made to the existing eight-inch main in Layton Crossing Parkway until this waterline has been constructed, tested, and is in use.

4.15.3.1 Prior to the issuance of any residential building permits and/or certificate of occupancy, construction of the culinary waterline in 2200 West shall be completed. City shall withhold issuance of building permits and/or certificates of occupancy until the waterline connection is completed and a looped water system with two source connections is provided to the development. All water main sizing will be determined based on fire flow requirements as determined by the Fire Marshal.

4.15.3.2 There is a pressure zone boundary near the center of the property. Pressure reducing valves (PRVs) shall be installed on any waterlines that cross this boundary. Modifications to the design on the water system may be necessary to minimize the number of PRVs in the system. Owner shall be responsible for all costs associated with the installation of the PRV(s), vaults, and associated telemetry.

4.15.3.3 All townhome, apartments, and condos will be serviced through master meters. Individual services shall only be provided to single-family homes. The private culinary lines will need to be designed to limit the number of connections and crossing within public streets.

4.15.4 **Sanitary Sewer.** There is an existing North Davis Sewer District (NDSD) sewer main in Gordon Avenue. Owner shall consult with NDSD to determine if there is adequate capacity in the line to address the proposed unit count.

4.15.5 **Storm Drain.** An existing 15" to 18" storm drain line exists along the western boundary line within the JWCD property. Storm water will need to be detained and released into this line with a release rate of 0.2 cfs per acre. The existing storm drain system may be required to be relocated for placement within a public right of way.

4.15.6 **Land Drain.** The land drain system must address the foundation drains for any structures that extend below ground level.

4.16 **Water Exactions.** Owners shall be responsible for complying with Layton City's Water Exaction requirements effective on the date of execution of this agreement. Owner has provided proof of the transfer of 12 shares of Davis Weber County Canal Company for a total of 72 acre feet with the purchase of the property. The estimated water exaction amount for the R-H PRUD component is 130 acre feet. The final amounts shall be determined upon review of the final development plans.

4.17 **Precedence of this Agreement.** This agreement shall take precedence over any contrary provisions of any City Staff memorandums or representations.

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

4.19 **Amendments.** Owner agrees to limit development to the uses and requirements provided herein unless any of the Subject Area is rezoned. In such event, City and Owner mutually agree to amend this agreement in writing to reflect such rezoning.

4.20 **Conflicts.** Except as otherwise provided, any conflict between the provisions of this Agreement and 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 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.** Owner shall, in good faith, diligently pursue completion of the development of any portion of the subject area where construction is commenced.

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 attorney's 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 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 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 Party in default or breach of its obligations;



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 City harmless for such reversion of the zoning from R-H (PRUD) and CP-3 to M-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 30 days.

6.5 **Appeals.** If 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 business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Owner: MAURICE R BARNES & ELLEN N BARNES FAMILY LIMITED  
PARTNERSHIP  
4042 South Splendor Way  
Salt Lake City, UT 84124  
801/599-3801

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 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 Attorney's 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's Undertakings as set forth herein.
- 7.8.2 With regard to City's Undertakings, performance of City's Undertakings as set forth herein.

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: Joy Petro  
JOY PETRO, Mayor

ATTEST:

By: Kimberly S Read  
KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

By: J. Mason Crane  
for GARY CRANE, City Attorney

SUBMITTING DEPARTMENT

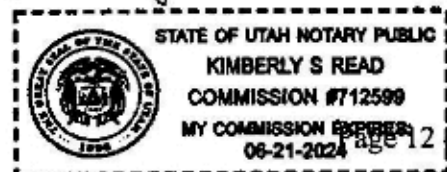
By: Chad Wilkinson  
CHAD WILKINSON, Director  
Community & Economic Development

CITY ACKNOWLEDGEMENT

STATE OF UTAH        )  
                              : ss.  
COUNTY OF DAVIS    )

On this 4<sup>th</sup> day of November, 2021, personally appeared before me Joy Petro, who being duly sworn, did say that ~~he~~ she is the Mayor of LAYTON CITY, a municipal corporation of the State of Utah, and that the foregoing Agreement was signed in his/her capacity as Mayor on behalf of the City for approval of the Agreement.

Kimberly S Read  
Notary Public



**OWNER SIGNATURE AND ACKNOWLEDGMENT**

  
\_\_\_\_\_  
DAVID BARNES

STATE OF UTAH        )  
                              : ss.  
COUNTY OF DAVIS    )

On this 1<sup>st</sup> day of November, 2021, personally appeared before me David Barnes, who being duly sworn, did say that they are the Manager of the MAURICE R BARNES & ELLEN N BARNES FAMILY LIMITED PARTNERSHIP as the legal property owner of record of the property subject to this Agreement and that he has executed this Agreement with full authority to do so.



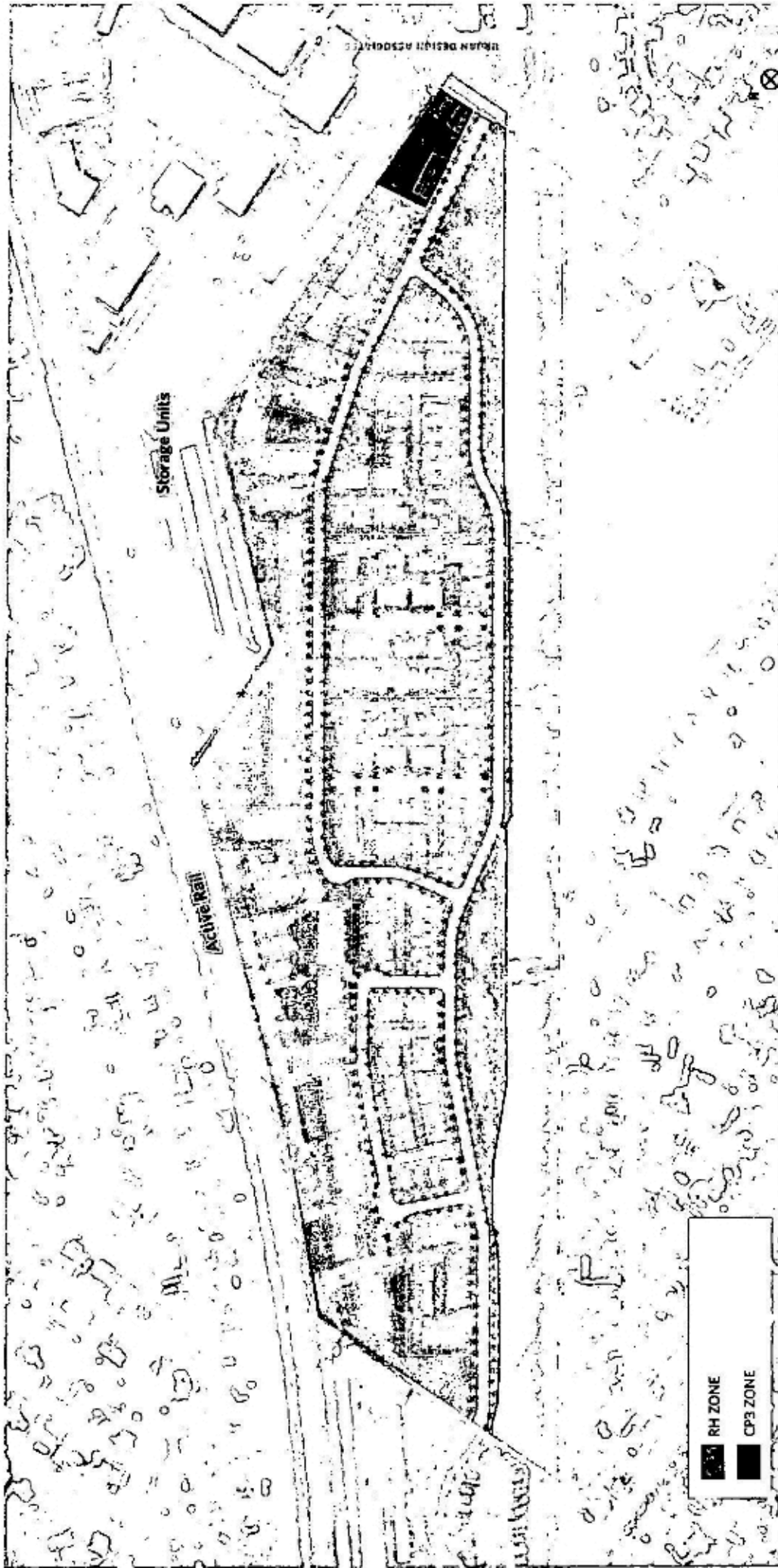
  
\_\_\_\_\_  
Notary Public

## LEGAL DESCRIPTION

PARCEL #10-043-0028

BEG AT A PT 289.37 FT S 89°50'40" W ALG THE SEC LINE FR THE SE COR OF THE SW 1/4 OF SEC 18-T4N-R1W, SLM; & RUN TH N 0°03'50" W 1004.92 FT TO A PT 350.0 FT S 0°03'50" E OF THE SW'LY LINE OF THE OSL RR R/W; TH N 49°35' W 568.61 FT PARALLEL TO SD R/W; TH N 0°03'50" W 350.0 FT TO THE SW'LY LINE OF THE OSL RR R/W; TH N 49°31' W 772.64 FT, M/L, ALG SD R/W ALG A LINE 50.0 FT PERP DIST SW'LY FR THE CENTERLINE THEREOF; TH N'LY 610.0 FT, M/L, ALG SD RR ALG THE ARC OF A 5779.6 FT RAD CURVE TO THE RIGHT TO THE N LINE OF SD SW 1/4; TH W 499.26 FT, M/L, ALG THE N LINE OF SD 1/4 SEC; TH S 34°32'22" E 637.32 FT; TH S 25°20'23" E 201.54 FT; TH S 34°42'00" E 1362.86 FT; TH S 40°20'38" E 122.02 FT; TH S 34°42'00" E 867.31 FT, TO THE S LINE OF SD SEC; TH E 162.83 FT, M/L, ALG SD SEC LINE TO THE POB.

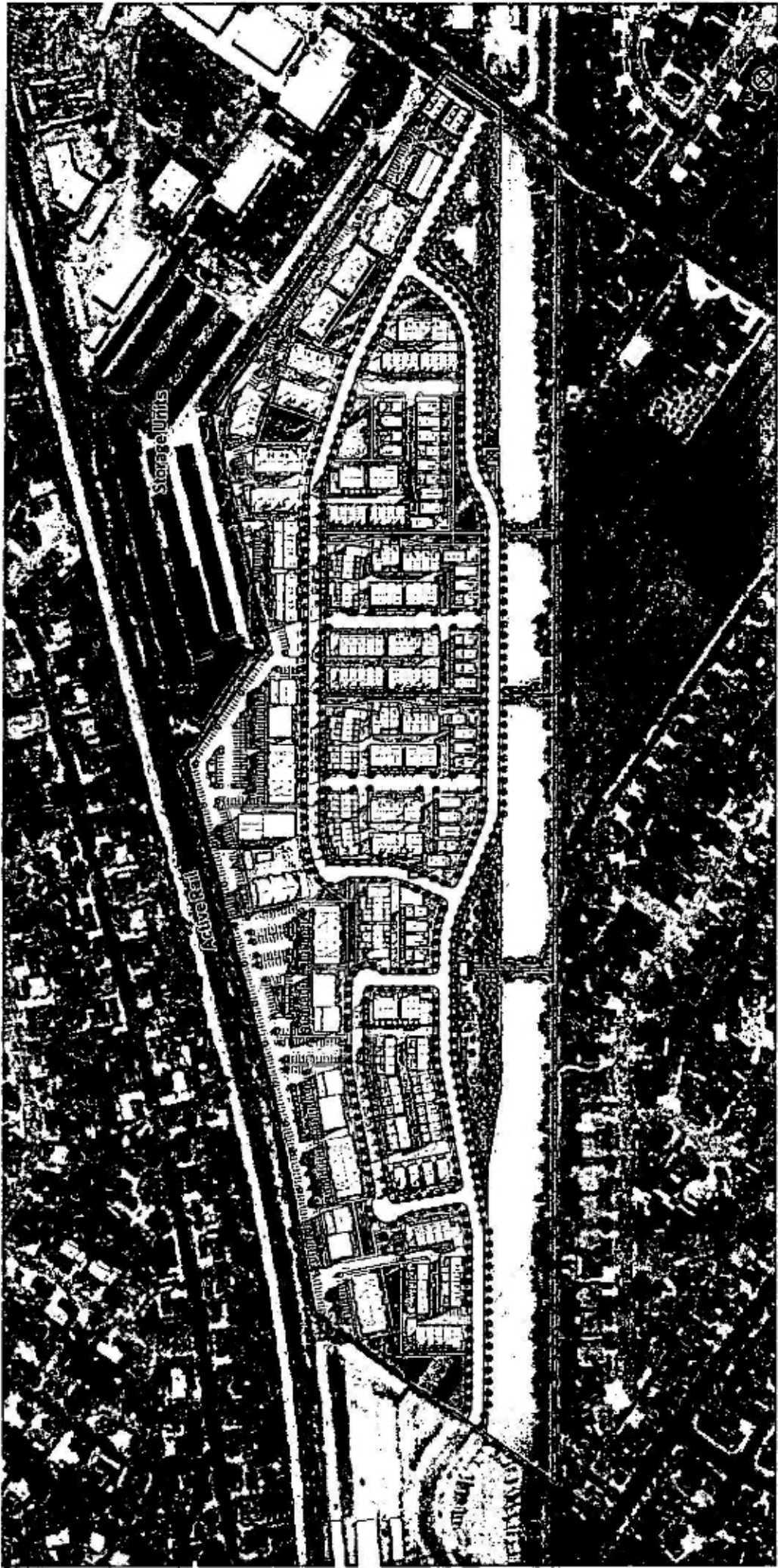
EXHIBIT A



PROPOSED REZONING

TRACOR ARGENTIMAN / LAYTON BLVD / 4800 ST 200

EXHIBIT B-1



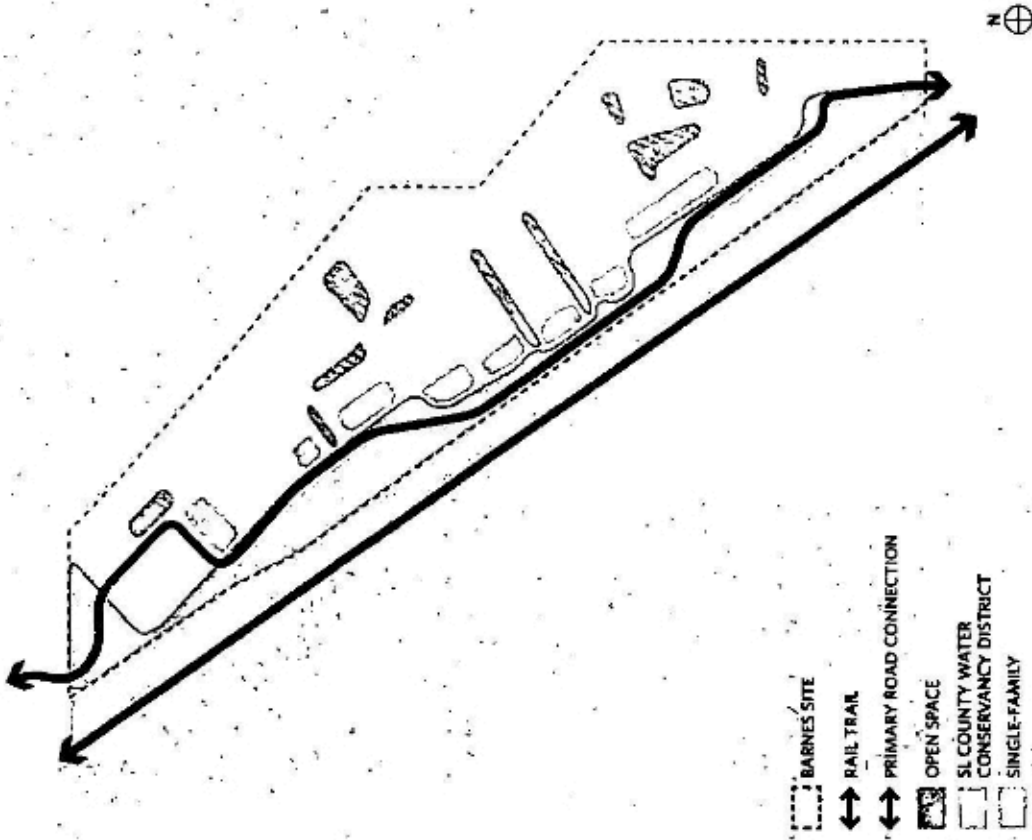
MASTER PLAN

15-AR-001 MASTER PLAN / LANTANA, INC. / 04/20/2015





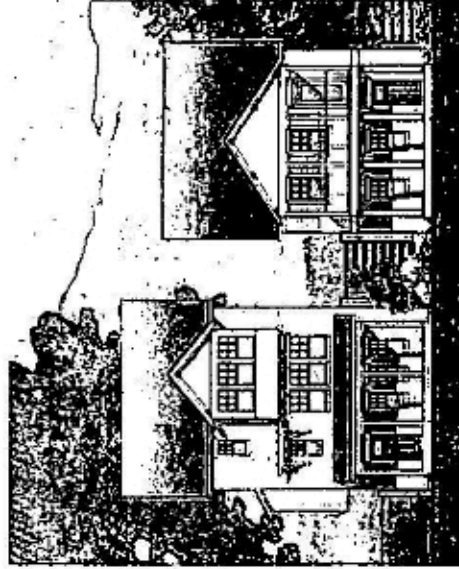
EXHIBIT C-1



Hartford Series Single-Family Examples



Hartford Series Single-Family Examples



Hartford Series Single-Family Examples

EXHIBIT C-2

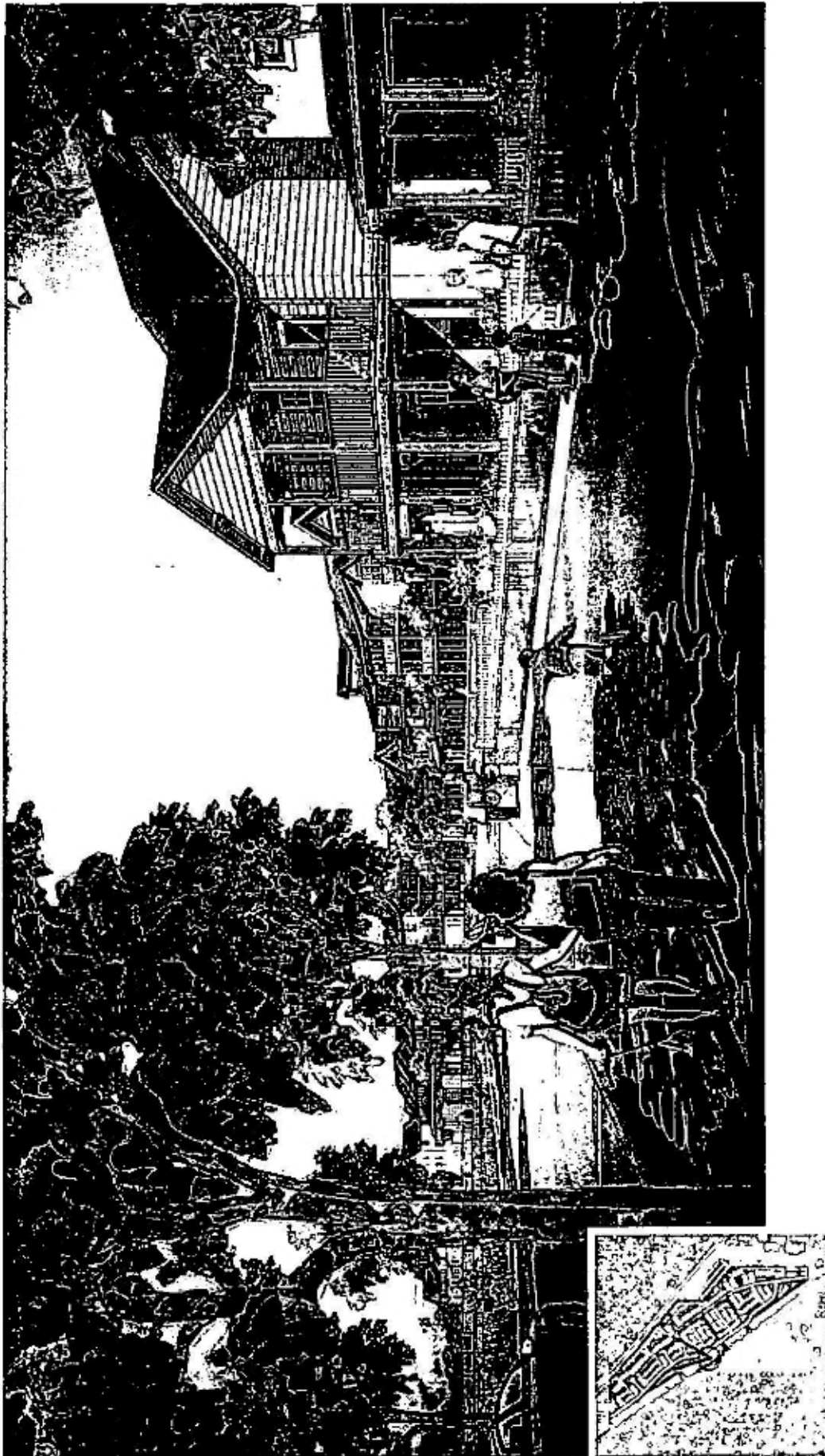
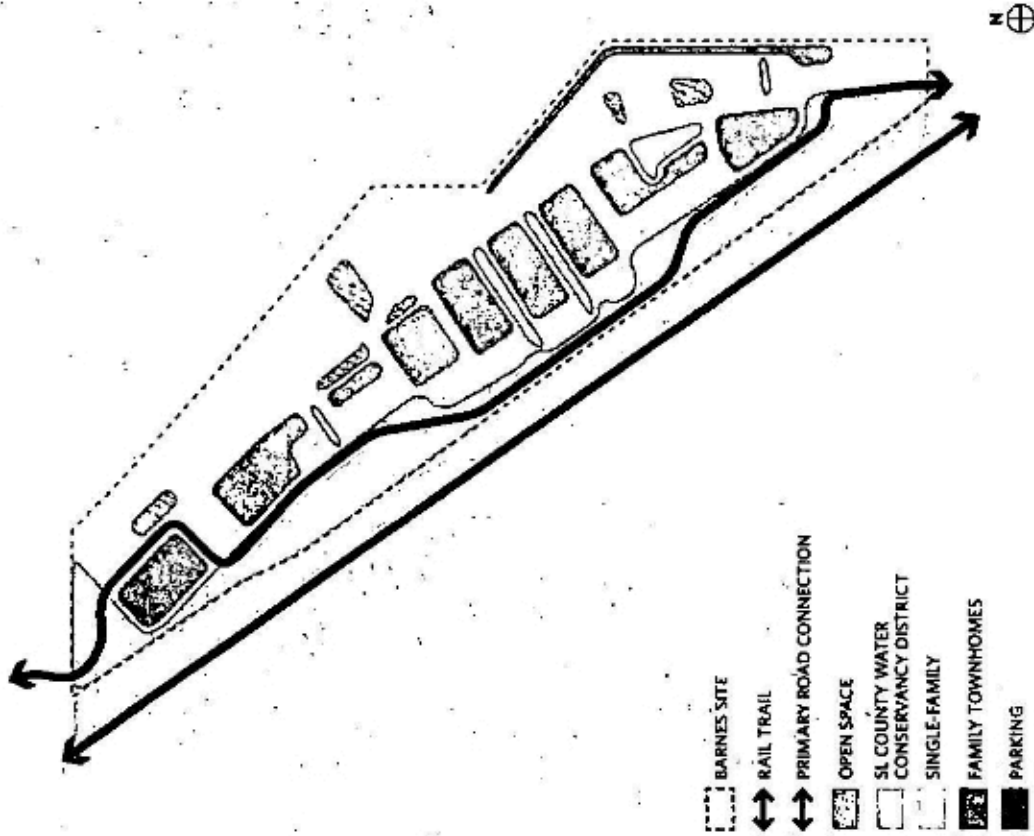


EXHIBIT D-1



Family Townhomes Example



Family Townhomes Example



Family Townhomes Example



Family Townhomes Example

EXHIBIT D-2

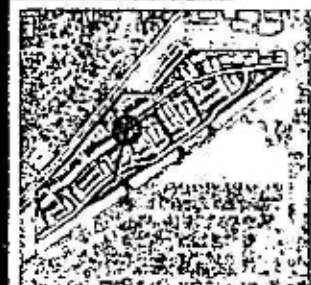
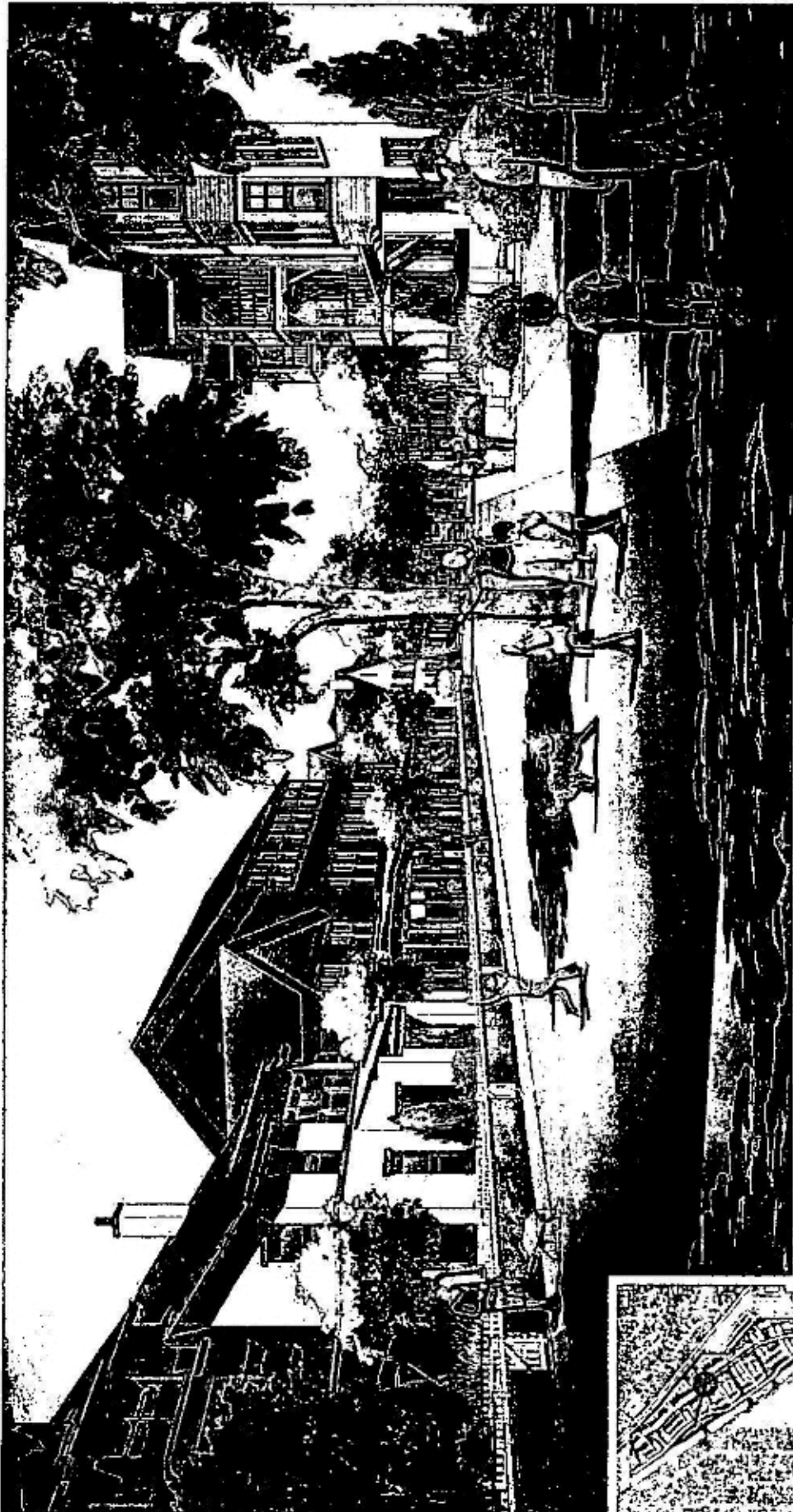
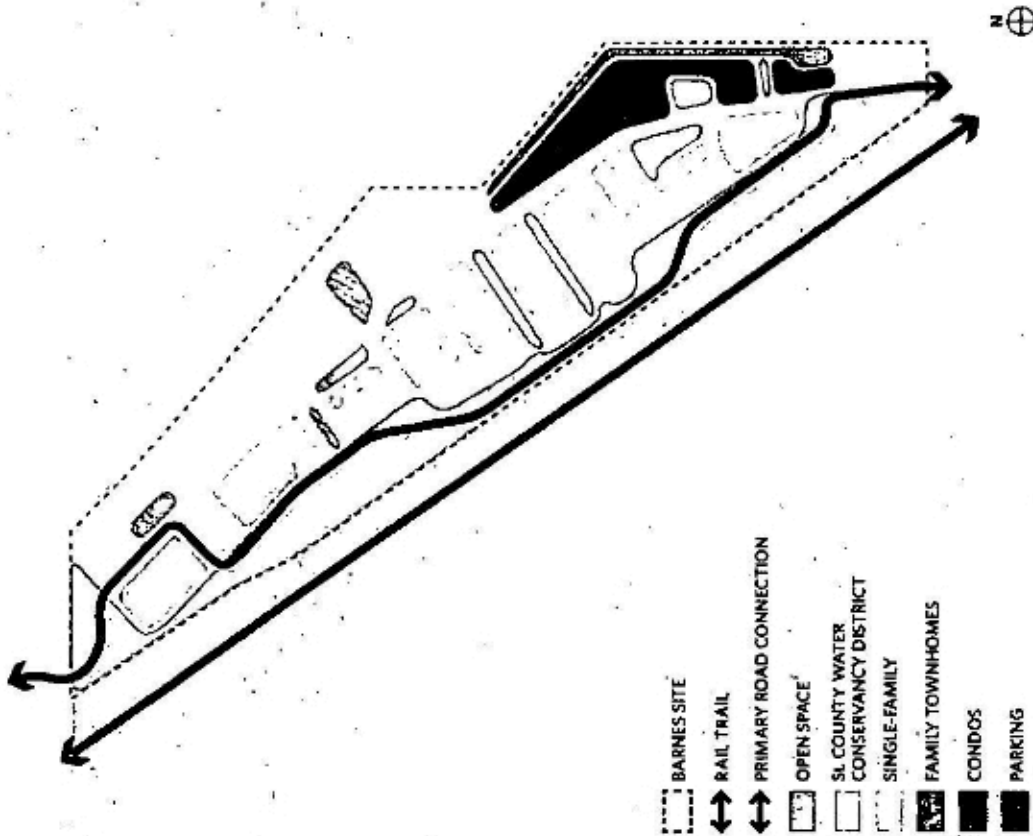


EXHIBIT E-1



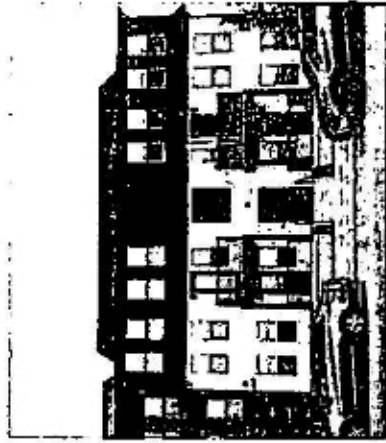
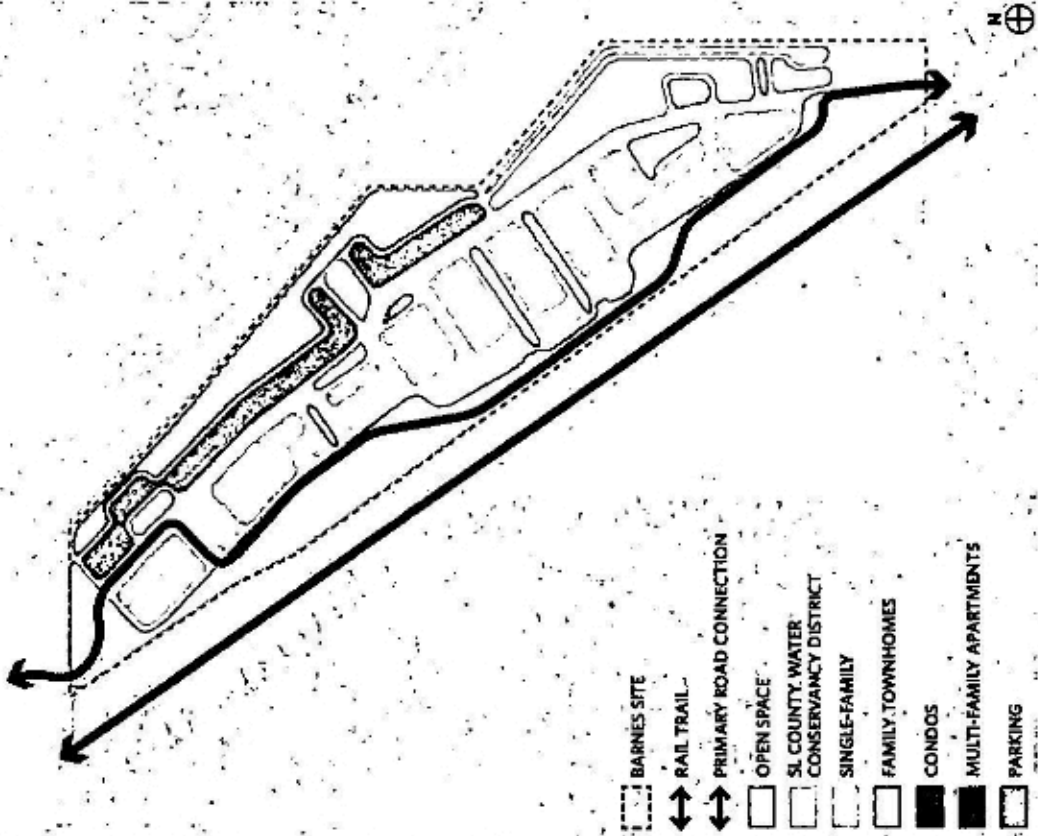
Condos Example — Rear Elevation

Condos Example — Side Elevation

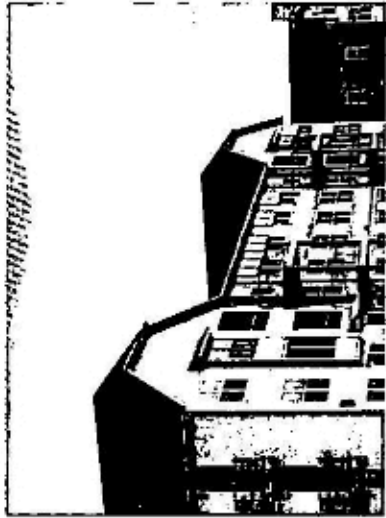


Condos Example — Front Elevation

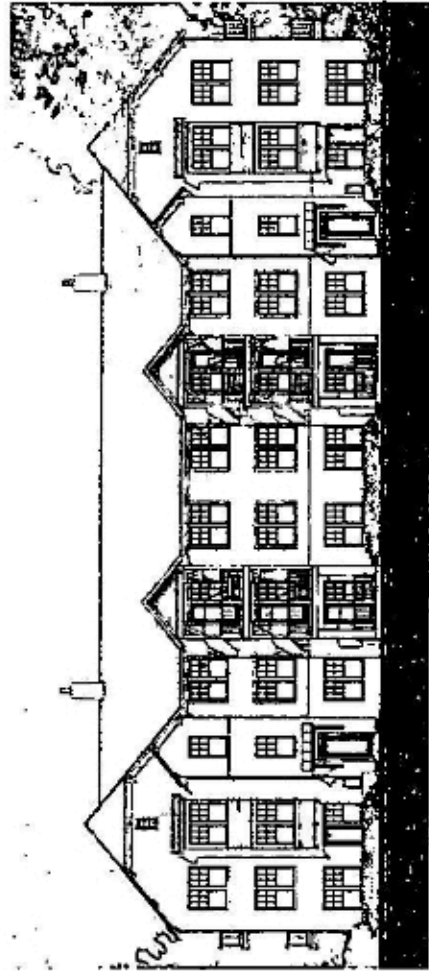
EXHIBIT E-2



Multi-Family Apartment Example



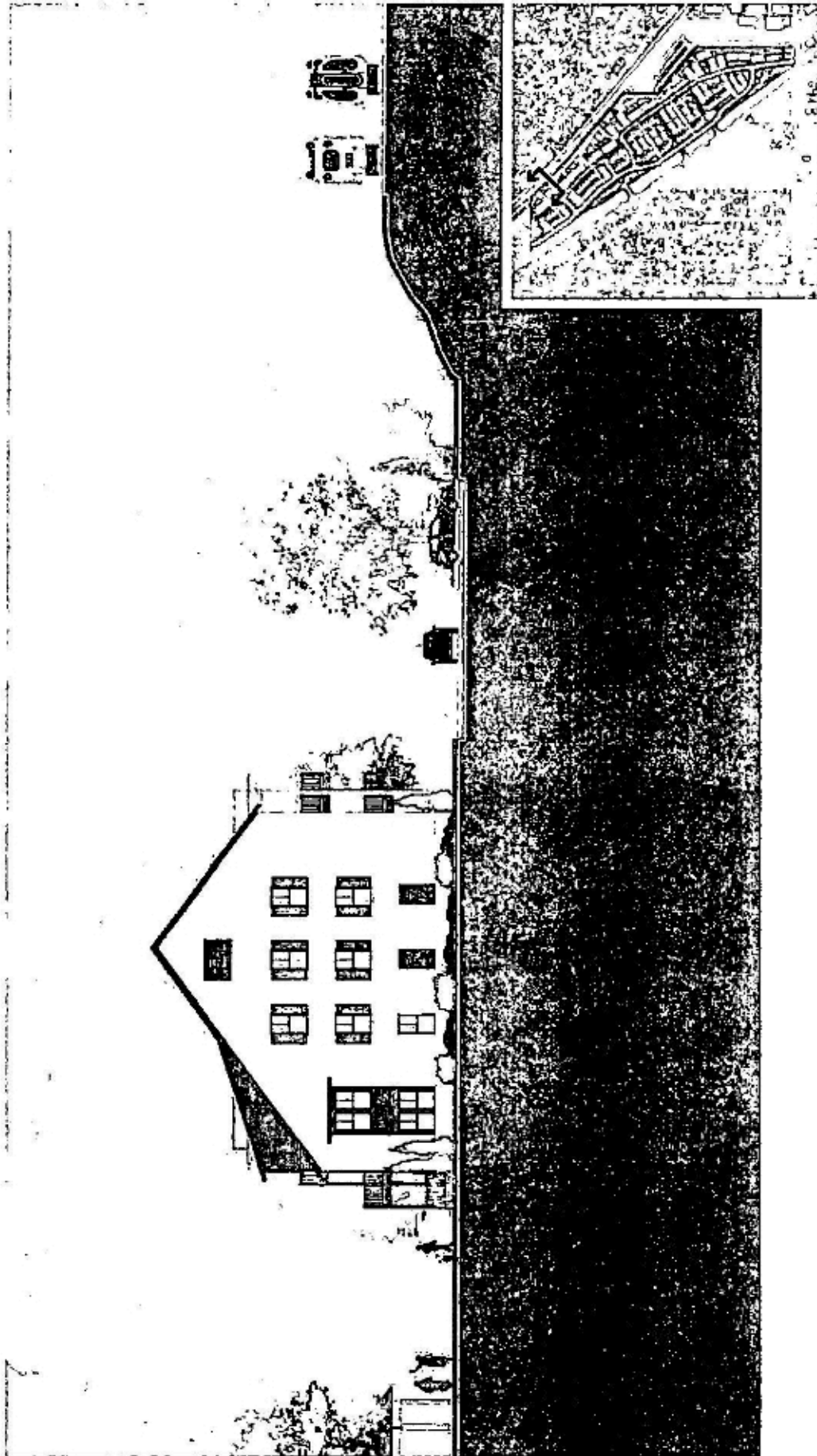
Multi-Family Apartment Example



Multi-Family Apartment Example



EXHIBIT E-3



MULTI-FAMILY LINER SITE SECTION



EXHIBIT E-4

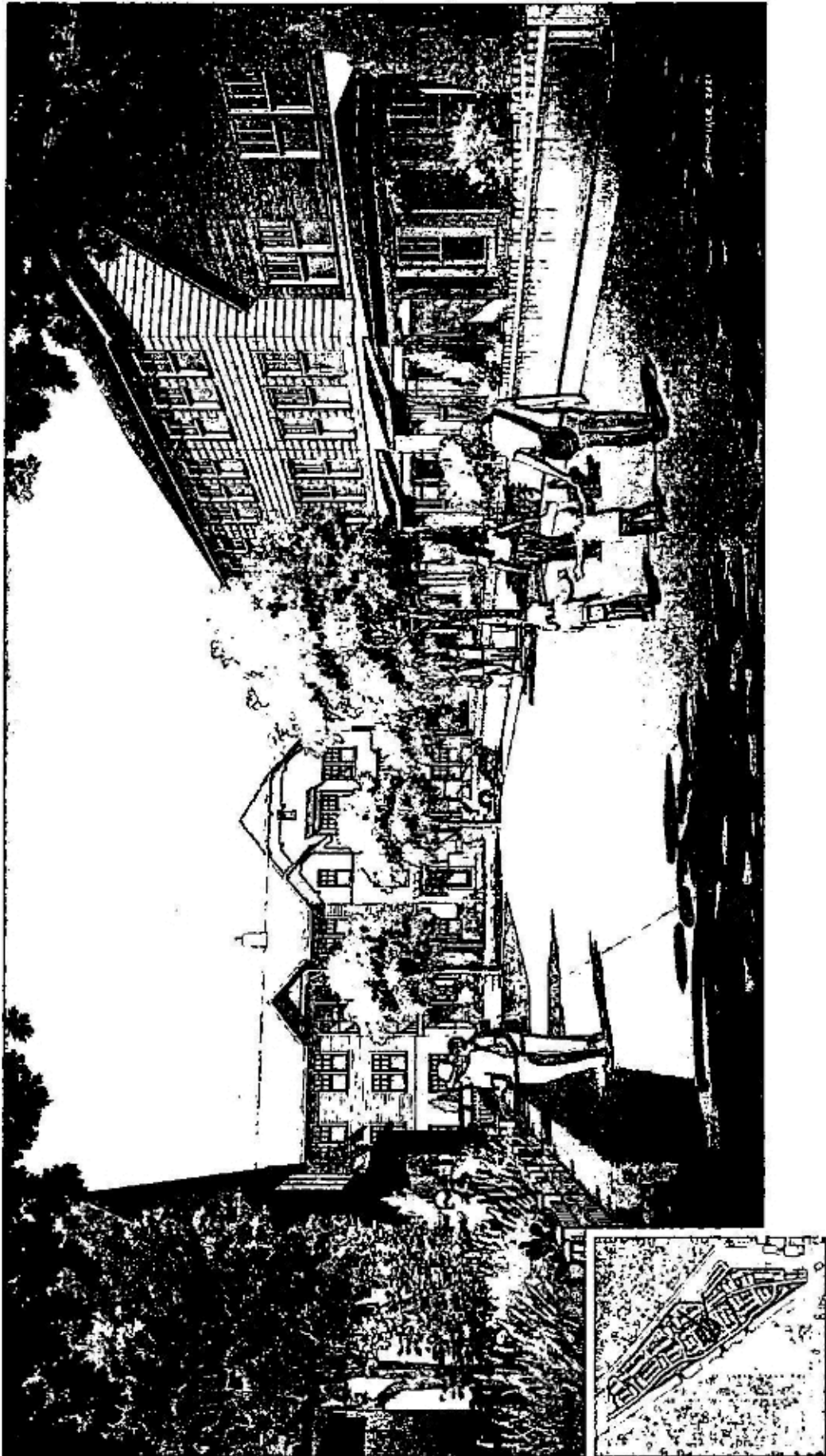
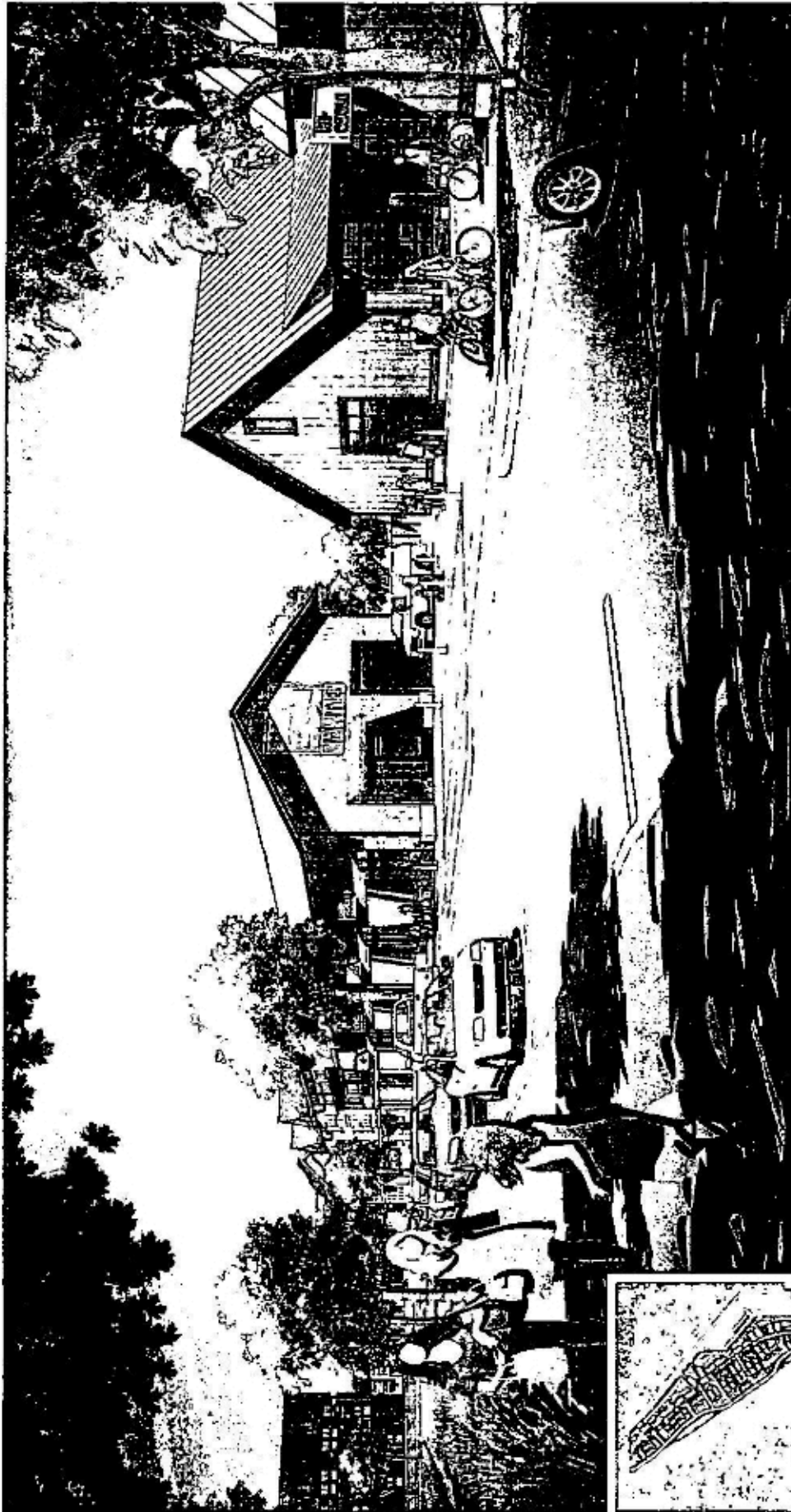


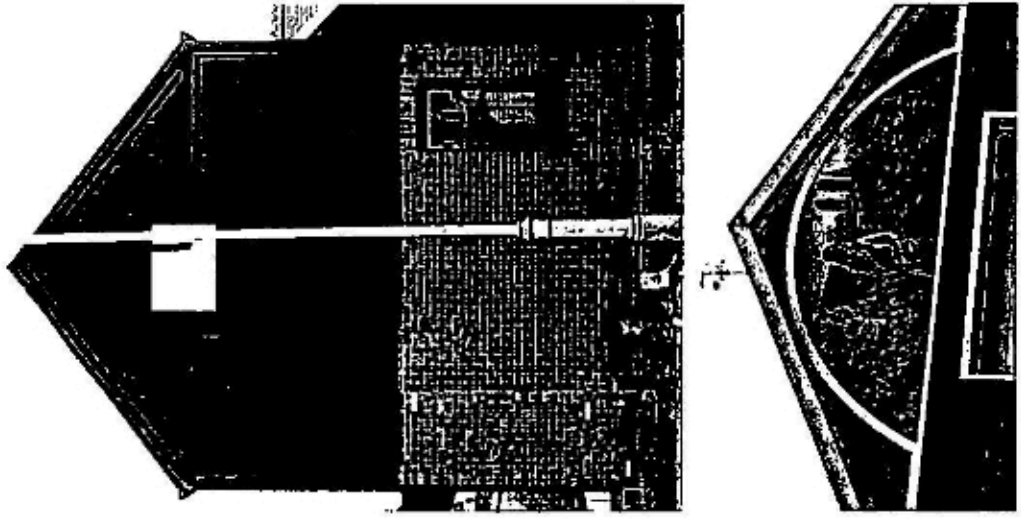
EXHIBIT F-1

LIGHT INDUSTRIAL & MAKER SPACES

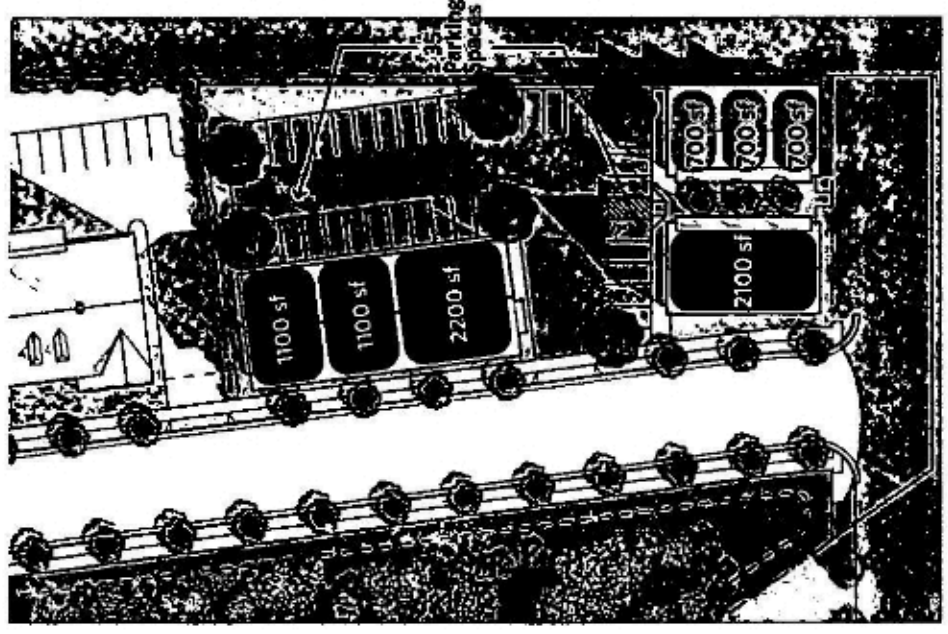


**LIGHT INDUSTRIAL & MAKER SPACES**

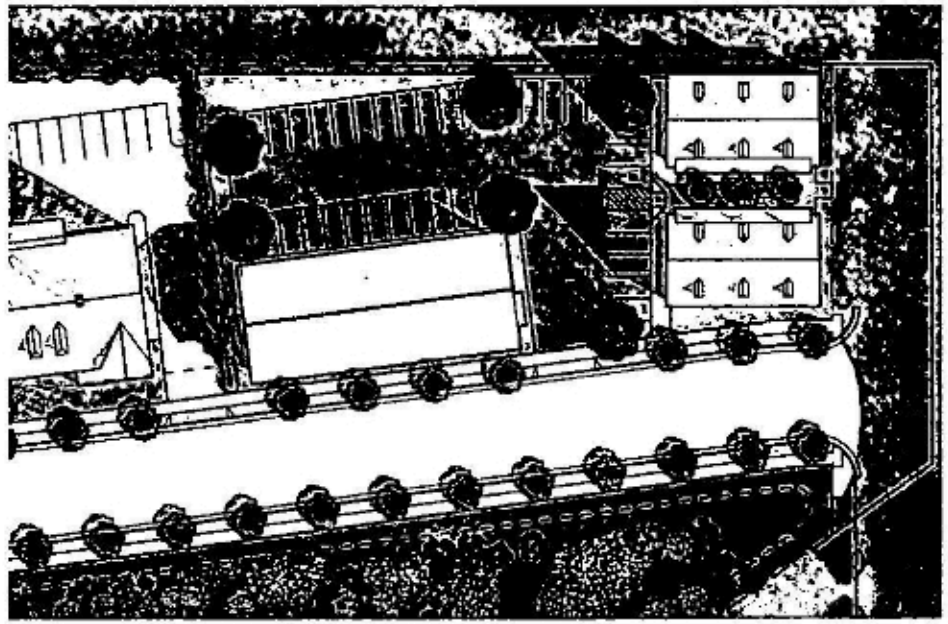
**EXHIBIT F-2**



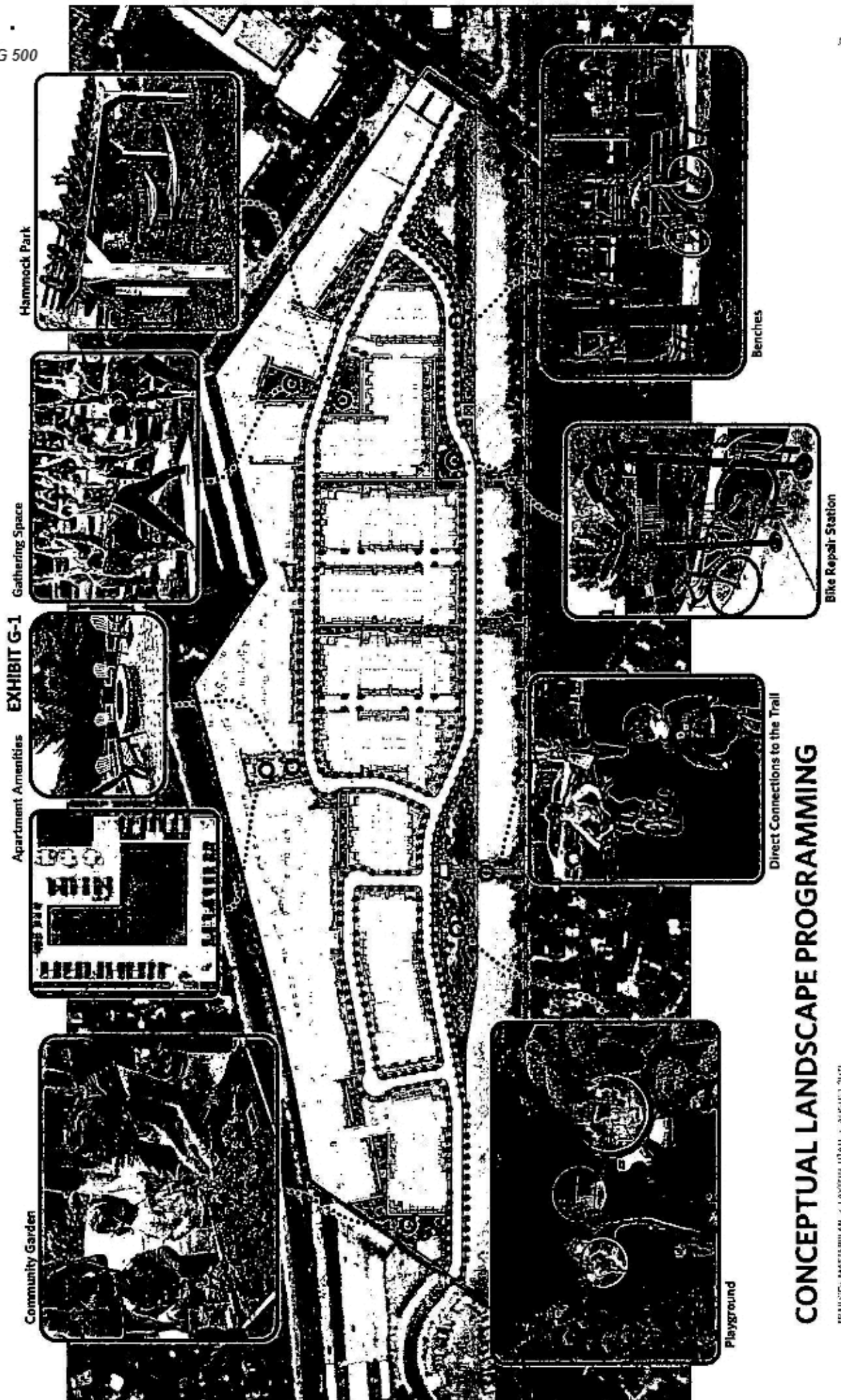
Precedents



Programming Plan



Site Plan



**EXHIBIT G-1**

**CONCEPTUAL LANDSCAPE PROGRAMMING**

TRAILS: MASTERPLAN / LANTON DUMI / AUGUST 2021

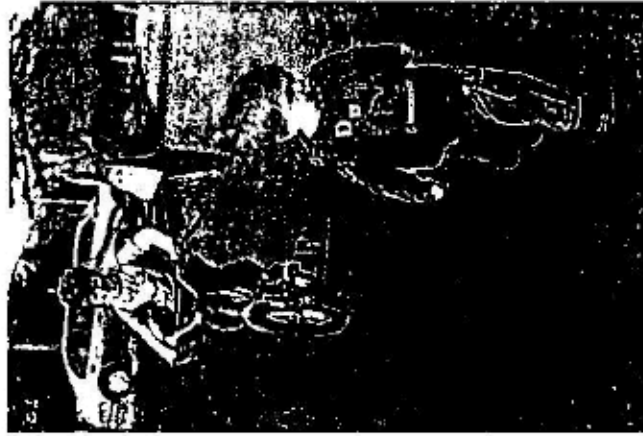
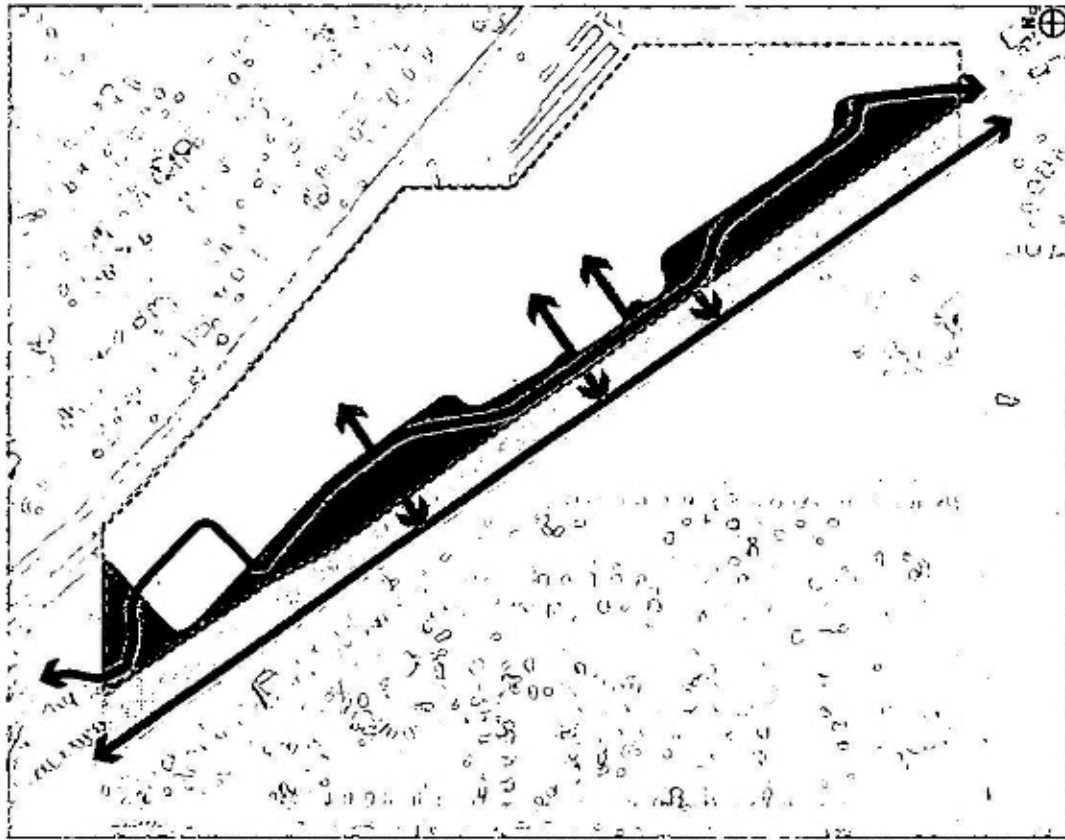


EXHIBIT G-2



-  BARNES SITE
-  RAIL TRAIL
-  PRIMARY ROAD CONNECTION
-  OPEN SPACE
-  SL COUNTY WATER CONSERVANCY DISTRICT

# FRONT DOOR ON THE RAIL TRAIL

URBAN DESIGN ASSOCIATES / 1141 SOUTH BRIMLEY / AUGUST 2021



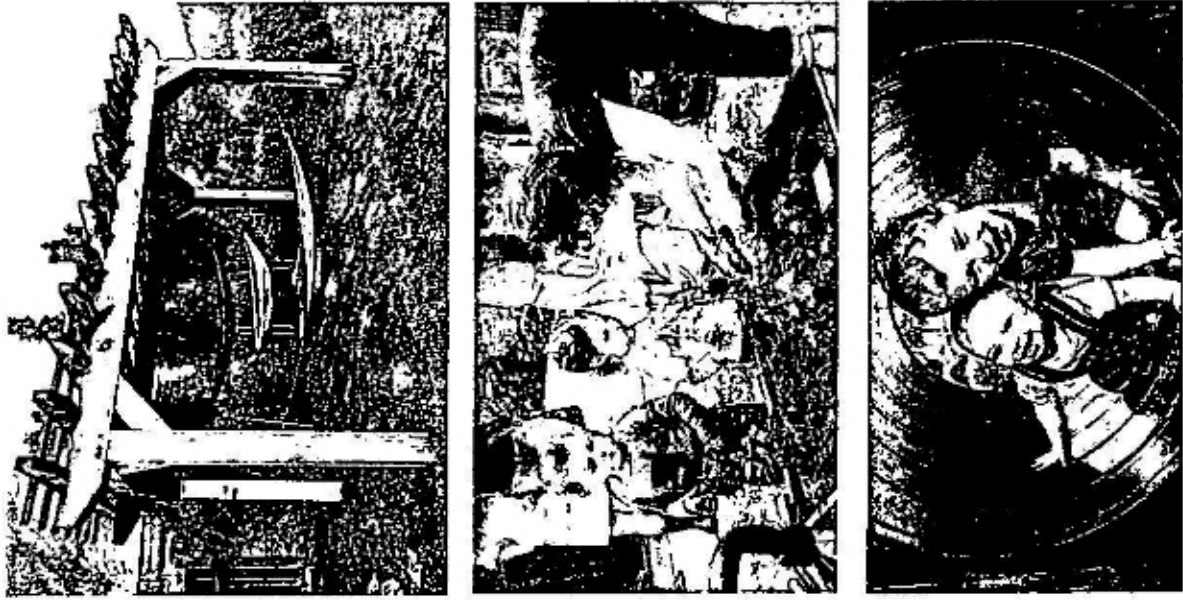
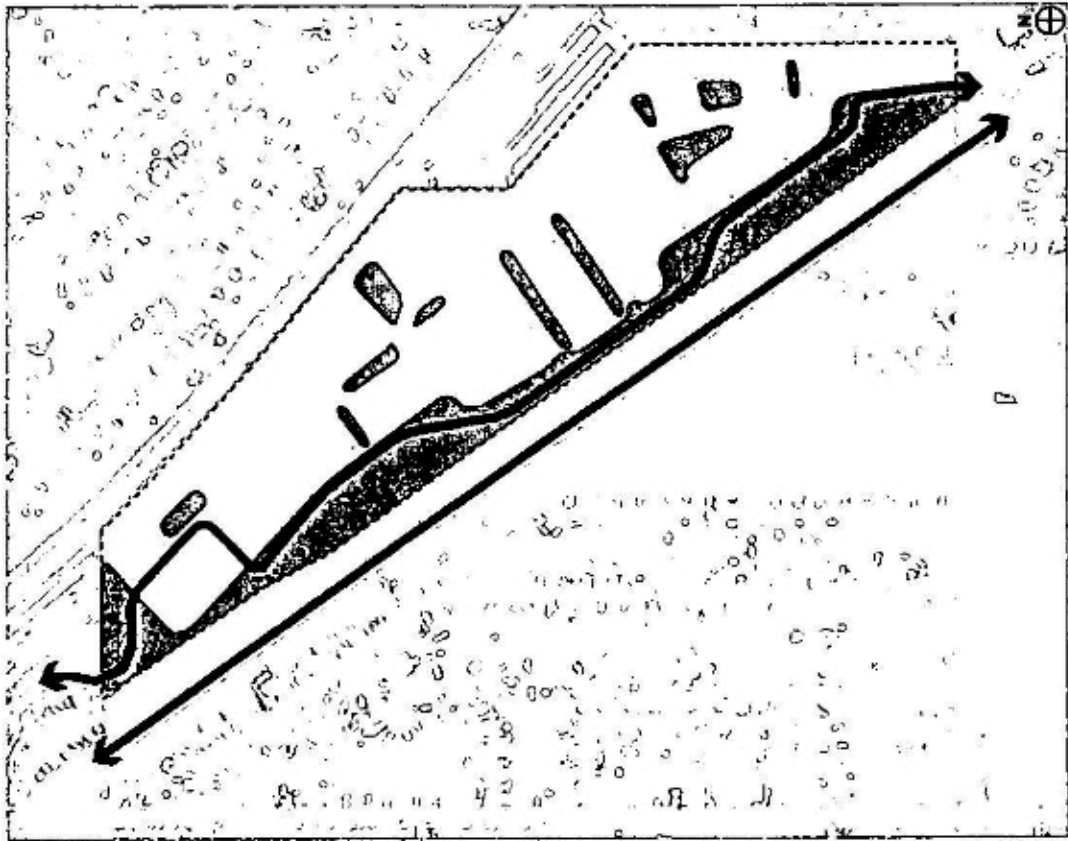


EXHIBIT G-3



- BARNES SITE
- ↔ RAIL TRAIL
- ↔ PRIMARY ROAD CONNECTION
- OPEN SPACE
- ▨ SL COUNTY WATER CONSERVANCY DISTRICT

## OPEN SPACE NETWORK