

E 3438801 B 7895 P 515-526
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/30/2021 10:17 AM
FEE \$0.00 Pgs: 12
DEP RT REC'D FOR LAYTON CITY CORP

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

RETURNED

NOV 30 2021

Affects Parcel Numbers Noted Herein

**NOTICE OF DEVELOPMENT AGREEMENT
PERTAINING TO COBBLESTONE VILLAGE PRUD SUBDIVISION,
LAYTON CITY, DAVIS COUNTY, UTAH**

On August 3, 2006 the Layton City Council adopted Resolution 06-57 adopting and approving an agreement for development of land, between Layton City and Developer DJT Development L.L.C. 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. Note: The final development agreement appears to reflect a name change, or other presumed succession of interest, from the date of the Resolution to the final signed development agreement; to wit, from DJT Development L.L.C. to Nilson & Company, Inc. dba Nilson Homes.

10-276-0001 thru 0034

- 10-276-001 ALL OF LOT 1, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
- 10-276-002 ALL OF LOT 2, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
- 10-276-003 ALL OF LOT 3, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
- 10-276-004 ALL OF LOT 4, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
- 10-276-005 ALL OF LOT 5, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
- 10-276-006 ALL OF LOT 6, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
- 10-276-007 ALL OF LOT 7, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
- 10-276-008 ALL OF LOT 8, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
- 10-276-009 ALL OF LOT 9, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
- 10-276-010 ALL OF LOT 10, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
- 10-276-011 ALL OF LOT 11, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
- 10-276-012 ALL OF LOT 12, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES

10-276-013 ALL OF LOT 13, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-014 ALL OF LOT 14, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-015 ALL OF LOT 15, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-016 ALL OF LOT 16, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-017 ALL OF LOT 17, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-018 ALL OF LOT 18, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-019 ALL OF LOT 19, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-020 ALL OF LOT 20, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-021 ALL OF LOT 21, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-022 ALL OF LOT 22, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-023 ALL OF LOT 23, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-024 ALL OF LOT 24, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-025 ALL OF LOT 25, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-026 ALL OF LOT 26, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-027 ALL OF LOT 27, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-028 ALL OF LOT 28, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-029 ALL OF LOT 29, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-030 ALL OF LOT 30, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-031 ALL OF LOT 31, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-032 ALL OF LOT 32, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-033 ALL OF LOT 33, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES
10-276-034 ALL OF LOT 34, COBBLESTONE VILLAGE PRUD, CONTAINS 0.20 ACRES

Exhibit A: RESOLUTION 06-57
Exhibit B: AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND
NILSON & COMPANY, INC. (DBA NILSON HOMES)

NOTICE FILED BY LAYTON CITY

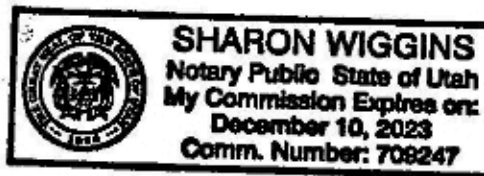

Gary Crane
Layton City Attorney

STATE OF UTAH)
 :SSS
DAVIS COUNTY)

The foregoing instrument was acknowledged before me this 22nd day of November, 2021
by Gary Crane, Layton City Attorney.


Notary Public

My commission expires:



SCANNED

3438801
BK 7895 PG 518

EXHIBIT A

AUG - 7 2006

RESOLUTION 06-57

**ADOPTING AN AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN
LAYTON CITY AND DJT DEVELOPMENT L.L.C.**

WHEREAS, Owner DJT Development L.L.C., (hereafter "Owner") is developing certain property located at approximately 1100 West Gordon Avenue (hereafter "Subject Area") in Layton City; and

WHEREAS, Owner and Layton City have entered into an agreement setting forth the responsibilities of both parties relative to various aspects of the development of the Subject Area to accommodate development with appropriate land uses and design to enhance the general area; 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 ensure that the Subject Area 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 RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. The agreement entitled "Agreement for Development of Land between Layton City and DJT Development" 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 3rd day of August, 2006.



Thieda Wellman
THIEDA WELLMAN, City Recorder

Stephen Curtis
STEPHEN CURTIS, Mayor

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND
NILSON & COMPANY, INC. (DBA NILSON HOMES)**

THIS AGREEMENT for the development of land (hereinafter referred to as this "Agreement") is made and entered into this 3rd day of August, 2004 between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and NILSON & COMPANY, INC. (DBA NILSON HOMES) (hereinafter referred to as "Owner"), with City and Owner collectively referred to as the "Parties" and separately as "Party".

RECITALS

WHEREAS, in furtherance of the objectives of the Layton City General Plan, City has approved an application for a zone change from R-1-8 (Single Family Residential) to RM-1 (Multiple-Family Residential), with a PRUD overlay, (Planned Residential Unit Development) of certain property located at approximately 1100 West Gordon Avenue in Layton City (hereinafter the "Subject Area"); and

WHEREAS, the Subject Area consists of approximately 2.94 acres and is depicted on Exhibit "A" attached hereto (hereinafter "Exhibit A"); and

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

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

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

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

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

**ARTICLE I
DEFINITIONS**

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

1.1 "Owner's Property" shall mean that property owned by NILSON & COMPANY, INC. (DBA NILSON HOMES)

1.2 "City" shall mean Layton City, a body corporate and politic of the State of Utah. The principal office of City is located at 437 North Wasatch Drive, Layton, Utah 84041.

1.3 "Owner" shall mean NILSON & COMPANY, INC. (DBA NILSON HOMES) The principal office for Owner is 5617 South 1475 East Ogden, Utah 84403.

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

1.5 "Subject Area" shall have the meaning set forth in the Recitals hereto.

1.6 "Exhibit A" shall have the meaning set forth in the Recitals hereto.

ARTICLE II CONDITIONS PRECEDENT

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

2.2 City shall not be obligated to grant final PRUD approval of the Subject Area, to become effective until Owner, or its assignee, has acquired fee ownership of the Subject Area.

2.3 Owner agrees to restrict the uses permitted under a RM-1 (PRUD) zoning designation, to those listed herein.

ARTICLE III CITY'S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Section 2.2, City shall grant final PRUD approval of the Subject Area, with an effective date of no sooner than the date Owner proves ownership of the Subject Area and the execution hereof. This approval 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 grant such an approval at this time.

ARTICLE IV OWNER'S UNDERTAKINGS

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

4.1. Development on the property shall be limited to the following uses, which shall be properly approved as required under Layton City's Ordinance:

a. Permitted uses allowed under the RM-1 (PRUD) zoning designation; and

4.2. Owner agrees to provide forty percent (40%) landscaping within the Subject Area.

- 4.3. Owner agrees to install a solid vinyl fence along the east, south and west boundaries of the Subject Area.
- 4.4. As part of the PRUD review process, the Owner shall submit a landscape plan to the City for the entire project, both the open common areas as well as landscape details around the townhouse buildings. This plan must receive approval from the City prior to the issuance of any building permits.
- 4.5. The architectural plans, building elevations, and building materials shall be similar to that of the surrounding single-family residential structures. The architectural plans for each townhouse building shall be reviewed and approved by the PRUD Design Review Committee, City Staff, Planning Commission and City Council.
- 4.6. The total number of dwelling units for the 2.94 acre Subject Area shall not exceed 34 units.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

5.1 Issuance of Permits - Owner. Owner, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owner's Undertakings and shall make application for such permits directly to the Layton City Community and Economic Development Department and other appropriate departments and agencies having authority to issue such permits in connection with the performance of Owner's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Owner shall, in good faith, diligently pursue completion of the development.

5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owner and its contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Owner's Undertakings. City shall indemnify, defend and hold Owner harmless from and against all liability, loss, damage, costs or expenses (including attorneys' fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss or damage caused to any person, property or improvements on the Subject Area arising from the negligence or omissions of City, or its agents or employees, in connection with City's exercise of its rights granted herein.

ARTICLE VI REMEDIES

6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

6.1.1 Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; or

6.1.2 Owner agrees not to contest the reversion of the zoning by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversion of the zoning from RM-1 (PRUD) to R-1-8.

6.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither City nor Owner, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 Extensions. Either Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

6.4 Rights of Owner. In the event of a default by Owner's assignee, Owner may elect, in its discretion, to cure the default of such assignee; provided, Owner's cure period shall be extended by thirty (30) days.

6.5 Appeals. If the Owner desires to appeal a determination made hereunder by Staff, said appeal shall be to the Planning Commission, whose decision shall be final. If the appeal is regarding the interpretation of this Agreement the appeal shall be to the City Council with a recommendation from the Planning Commission and Staff.

ARTICLE VII GENERAL PROVISIONS

7.1 Successors and Assigns of Owner. This Agreement shall be binding upon Owner and its successors and assigns, and where the term "Owner" is used in this Agreement it shall mean and include the successors and assigns of Owner, except that City shall have no obligation under this Agreement to any successor or assign of Owner not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Owner) of the Subject Area. Upon approval of any assignment by City, or in the event Owner assigns all or part of this Agreement to an assignee, Owner shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.

7.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Owner: NILSON & COMPANY, INC. (DBA NILSON HOMES)
5617 South 1475 East
Ogden, Utah 84403
Attn: Bruce L. Nilson, President
801-392-8100 Office
801-399-0802 Fax

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

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

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

7.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Owner.

7.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

7.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the Parties.

7.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

7.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

7.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

7.8.1 With regard to Owner's Undertakings, performance 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 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 not be recorded without the prior written consent of both Parties.

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: Thieda Wellman
THIEDA WELLMAN, City Recorder

LAYTON CITY CORPORATION,

By: J. Stephen Curtis
J. STEPHEN CURTIS, Mayor

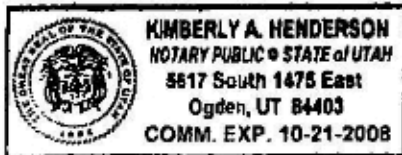
State of Utah
County of Weber

Signed by

BRUCE L. NILSON, PRESIDENT
NILSON & CO., INC.
DBA NILSON HOMES

Bruce L. Nilson

Subscribed and sworn to me this 18th day of January, 2007.



Kimberly A. Henderson
Notary

APPROVED AS TO FORM:

[Signature]
For GARY CRANE, City Attorney

