

E 3438802 B 7895 P 527-540
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/30/2021 10:18 AM
FEE \$0.00 Pgs: 14
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 GREYHAWK PLAZA SUBDIVISION,
LAYTON CITY, DAVIS COUNTY, UTAH**

On April 20, 2006 the Layton City Council adopted Resolution 06-24 adopting and approving an agreement for development of land, between Layton City and Developer East Layton 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.

09-381-0001 ALL OF LOT 1, GREYHAWK PLAZA PHASE 1 SUBDIVISION, CONTAINS 1.08600 ACRES

09-380-0201 ALL OF LOT 201, GREYHAWK PLAZA PHASE 2 SUBDIVISION, CONTAINS 1.02300 ACRES

09-399-0301 ALL OF LOT 301, GREYHAWK PLAZA COMMERCIAL SUBDIVISION PHASE 3 FIRST AMENDMENT, CONTAINS 1.41800 ACRES

09-399-0302 ALL OF LOT 302, GREYHAWK PLAZA COMMERCIAL SUBDIVISION PHASE 3 FIRST AMENDMENT, CONTAINS 1.77400 ACRES

09-392-⁰⁴⁰¹~~401~~ ALL OF LOT 401, GREYHAWK PLAZA COMMERCIAL SUBDIVISION PHASE 4, CONTAINS 5.64700 ACRES

09-392-0402 ALL OF LOT 402, GREYHAWK PLAZA COMMERCIAL SUBDIVISION PHASE 4, CONTAINS 0.12300 ACRES

09-392-0403 ALL OF LOT 403, GREYHAWK PLAZA COMMERCIAL SUBDIVISION PHASE 4, CONTAINS 2.3800 ACRES

09-392-0404 ALL OF LOT 404, GREYHAWK PLAZA COMMERCIAL SUBDIVISION PHASE 4, CONTAINS 0.91600 ACRES

09-051-0069[✓] A PART OF THE NE 1/4 OF SEC 10-T4N-R1W, SLB&M: BEG AT A PT LOC 917.25 FT S 89°13'30" E ALG THE SEC LINE & 608.28 FT S 0°46'30" W FR THE N 1/4 COR OF SD SEC 10; & RUN TH W 182.47 FT; TH N 128.26 FT; TH E 158.50 FT; TH S 10°35'06" E 130.48 FT TO THE POB. CONT. 0.50 ACRES. ALSO, A PART OF THE NE 1/4 OF SEC

10-T4N-R1W, SLB&M: BEG AT A PT ON THE N'LY LINE OF UTAH STATE HWY 193, LOC 938.06 FT S 89°13'30" E ALG THE SEC LINE & 711.85 FT S 0°46'30" W FR THE N 1/4 COR OF SD SEC 10; & RUN TH SW'LY ALG THE ARC OF A 5654.65 FT RAD CURVE TO THE RIGHT A DIST OF 202.66 FT (CENTER BEARS N 6°02'49" W, CENTRAL ANGLE = 2°03'13" & LC BEARS S 84°58'47" W 202.65 FT) ALG SD N'LY LINE; TH N 121.58 FT; TH E 182.47 FT; TH S 10°35'06" E 105.64 FT TO THE POB. CONT. 0.50 ACRES. TOTAL ACREAGE 1.00 ACRE.

Exhibit A: RESOLUTION 06-24

Exhibit B: AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND EAST LAYTON L.L.C.

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:



RESOLUTION 06-24

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

WHEREAS, Owner East Layton L.L.C., (hereafter "Owner") are developing certain property located at approximately the northeast corner of Church Street and Highway 193 (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 through the appropriate provision of street and utility infrastructure; 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 East Layton L.L.C." 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 20th day of April, 2006.




THIEDA WELLMAN, City Recorder


J. STEPHEN CURTIS, Mayor

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN
LAYTON CITY AND EAST LAYTON L.L.C.
(Approximately Northeast corner of Church Street & Highway 193)**

THIS AGREEMENT for the development of land (hereinafter referred to as "Agreement") is made and entered into this 20th day of April, 2006, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and EAST LAYTON L.L.C. (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 CP-1 (Planned Neighborhood Commercial) to R-M1 (Multi-Family Residential), of approximately 5.88 acres (hereinafter the "Rezone Area") located at approximately the northeast corner of Church Street and SR 193; and

WHEREAS, the overall Subject Area consists of approximately 16.96 acres (hereinafter the "Subject Area") 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 is depicted in more detail on Exhibit "B" attached hereto (hereinafter "Exhibit B"); and

WHEREAS, the City has considered the overall benefits of a "Mixed-Use" concept for the Subject Area to facilitate a combination of retail, business and multiple family residential uses that will provide a range of services and employment opportunities; and

WHEREAS, Parties desire to enter into this Agreement to provide for the rezoning and General Plan amendment of Rezone 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-M1 zoning approval for the Rezone Area (as shown on Exhibit "A") subject to Owner agreeing to certain limitations 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 1, 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 East Layton L.L.C. 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. In the interest of advancing the project, however, any responsibility under this Agreement may be completed by either 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 "Rezone Area" shall mean the 5.88 acres proposed for rezone from CP-1 to R-M1.

1.8 "Exhibit A" shall mean the map depicting the ownership, property lines and zoning.

1.9 "Exhibit B" shall mean the conceptual site plan for 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 B, which includes:

2.1.1 Approximately 11.08 acres of CP-1 (Neighborhood Commercial) zoning; and

2.1.2 Approximately 5.88 acres of RM-1 (Low-Medium Density Multi-Family Residential) zoning.

2.2 With respect to each zoning designation:

2.2.1 **CP-1 Zone.** Owner agrees to construct a center with the focus on professional business and commercial uses as outlined in Article IV.

2.2.2 **RM-1 Zone.** Owner agrees to construct a high quality multi-family residential project based on the design criteria of Section 19.08.090 of the Layton Municipal Code and as outlined in Section 4.2 of this Agreement.

2.3 With respect to all zoning designations, Owner agrees to design and construct superior quality structures and amenities consistent with the site plan and elevations depicted in Exhibits "B" 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 Rezone Area from its present zoning of CP-1 to R-M1, 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 the Layton City General Plan should be amended to include multi-family residential units; and 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.

3.2 The proposed zoning changes are as reflected on Exhibit "A" for the overall area, in that the property immediately north of Church Street is proposed for R-M1, which constitutes a total of approximately 5.76 acres. The remaining approximately 11.08 acres on the south side of Church Street and north of Highway 193 will remain zoned CP-1.

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 Zoning and Land Use, Commercial Property. Development on the commercial property shall be limited as follows:

- 4.1.1 Land uses within the area adjacent to Highway 193, as depicted in Exhibit "B" shall be focussed on professional business and commercial uses specifically limited to those listed as conditional and permitted from Table 6-2 of Chapter 19.06 of the Layton Municipal Code.
- 4.1.2 Owner agrees to develop the properties within the Subject Area, such that 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.
- 4.1.3 The landscape plan approved by the Planning Commission, in compliance with the terms of this Agreement, shall become a part and condition of this agreement and shall constitute an adequate buffer for the purposes of this paragraph.
- 4.1.4 Owner shall see that the area zoned CP-1 shall have an aggregate landscaping of twenty percent (20%), with each parcel or lot having a minimum of ten percent (10%) landscaping. The twenty percent (20%) landscaping requirement may be modified by the Planning Commission, providing the applicant submits an integrated plan for the development, or a portion thereof, which provides for a balancing of the landscaping requirement and to ensure that the objectives of the landscaping requirement are satisfied. Each parcel or lot within the development shall, independently satisfy the landscaping requirement of ten percent (10%) landscaping.
- 4.1.5 The buildings constructed on the area zoned CP-1 shall be four-sided architecture. The building materials shall be masonry (stucco, brick, rock) of earhtone color. Development of the Subject Area shall produce an architecturally integrated project that provides a consistent architectural feel and a high level of architectural detail.

4.2 Zoning and Land Use, Multi-Family Property. Development on the multi-family property shall be limited as follows:

- 4.2.1 All land uses within the multi-family property shall be in accordance with the R-M1 zoning and shall be further regulated by a PRUD overlay.
- 4.2.2 All structures, access ways, parking, landscaping, and other physical features within the multi-family property shall be placed in accordance with the PRUD regulations as currently adopted by the City and found in Chapter 19.08 of the Layton Municipal Code.
- 4.2.3 The allowable density in the multi-family property shall be as allowed in Section 19.08.090 of the City's PRUD regulations.
- 4.2.4 The residential buildings, along with any recreational structures, shall be constructed of masonry materials (brick, stone, stucco) and shall be of earthtone colors. All architecture is to be integrated and shall provide a consistent architectural feel to be approved by the City Council upon recommendation from the Planning Commission.
- 4.2.5 Garages for residential townhouse buildings shall include raised panels doors.
- 4.2.6 The minimum roof pitch for any residential building shall be 5/12 with a minimum of a 30-year architectural shingle.

4.3 Culinary Water. The water lines, sizes and the number of water line connections may be required to be increased depending on the required fire flows as determined by the Layton City Fire Department. The water model for the Layton City water system indicates that the higher elevations of the Subject Area may require additional fire protection.

- 4.3.1 A 16-inch water line will be the minimum water line size constructed and must be installed within the Church Street right-of-way and extended from SR 193 to the northern boundary of the Subject Area. Owner will be responsible for all costs associated with this water line and Owner may enter into a payback agreement for the cost difference between a 12-inch pipe and a 16-inch pipe. Actual costs/invoices from the project contractor shall be used to establish the payback amount.
- 4.3.2 The upgrade of the water line assumes that the building sites within the Subject Area will require no more than 2300 gallons/minute for fire protection. If the Layton City Fire Marshall determines that more than 2300 gallons/minute is required for any building within the Subject area, Owner may not be eligible for a payback.

4.4 Sanitary Sewer. Owner shall construct the sanitary sewer system for the Subject Area, which includes an 8-inch line that must be constructed within the Church Street right-of-way and extended from SR 193 to the northern boundary of the Subject Area.

4.5 Storm Drain. The capacity of the storm drain system for the Subject Area is determined on a preliminary basis based on the conceptual site plan as depicted on Exhibit "B."

- 4.5.1 The capacity (pipe size/slope) for each section within the Subject Area, which is sized for additional property outside of the Subject Area. Owner may enter into a payback agreement for the cost difference between the required pipe sizes and capacities and those required for the Subject Area. Actual costs/invoices from the project contractor shall be used to establish the payback amount.

- 4.5.2** The upgrade of the storm drain system is based on the conceptual site plan depicted on Exhibit "B." If the final plans are altered in a manner affecting the capacities of the storm drain pipes, the pipe differences will be adjusted accordingly.
- 4.5.3** Owner is required to provide a regional detention pond near the southwest corner of the Subject Area, as approved by the City Engineer. This storm drain pond shall have a capacity of at least 95,500 cubic feet and must meet all construction requirements contained in the Layton City Engineering Development Guidelines and Design Standards. This storm drain pond is oversized in anticipation of storm water coming from other parcels outside of the Subject Area. Owner may enter into a payback agreement for the cost difference between the required detention pond size and the capacity required for the Subject Area.
- 4.5.4** The percentage of responsibility for each parcel, including the actual costs/invoices for the pond and land costs.
- 4.5.5** Owner is required to participate in the construction of a 24-inch storm drain pipe from the north side of the intersection of SR 193 and Church Street to the regional detention pond located in the Church Street Park at approximately 2600 North Church Street. Owner shall coordinate the construction of this 24-inch line with Greyhawk L.C. and the costs shall be distributed.

4.6 Land Drain. A land drain system will be required throughout the development of the subject property. The land drain system must be constructed within the Church Street right-of-way and extended from SR 193 to the northern boundary of the Subject Area

4.7 Master Street Plan. The extension and construction of Church Street north of SR 193 will be required through the development to the northern boundary as shown in Exhibit "B". This street will create the north leg of the intersection at the existing traffic signal at Church Street and SR 193 and will continue northeast running south of the Weber Basin water reservoir. Church Street will be constructed to a 66-foot right-of-way width with Owner being eligible to enter into a payback agreement for costs associated with the construction of the roadway above the typical 60' right-of-way.

4.8 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.

4.9 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.

4.10 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 their assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owners' 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 Owners' 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 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 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 Rezone 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-M1 to CP-1.

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: EAST LAYTON L.L.C.
277 East 1500 South
Kaysville, Utah 84037
Attn: Gardner S. Crane
801-628-8318; 801-451-5869 (FAX)

Development Associates
406 South Jordan Parkway
Attn: Steve Young
South Jordan, Utah 84095

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 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 attorney's 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 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.

7.10 Site/Landscape Plan. The Owner will prepare an overall Site/Landscape Plan reflecting the proposed development of the Subject Area. The Site/Landscape Plan shall be executed and 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.


LAYTON CITY CORPORATION:

J. STEPHEN CURTIS, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder



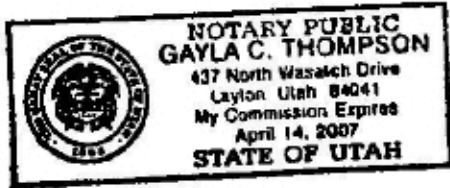
APPROVED AS TO FORM:

GARY CRANE, City Attorney

Signed by

GARDNER CRANE, Manager
East Layton L.L.C.

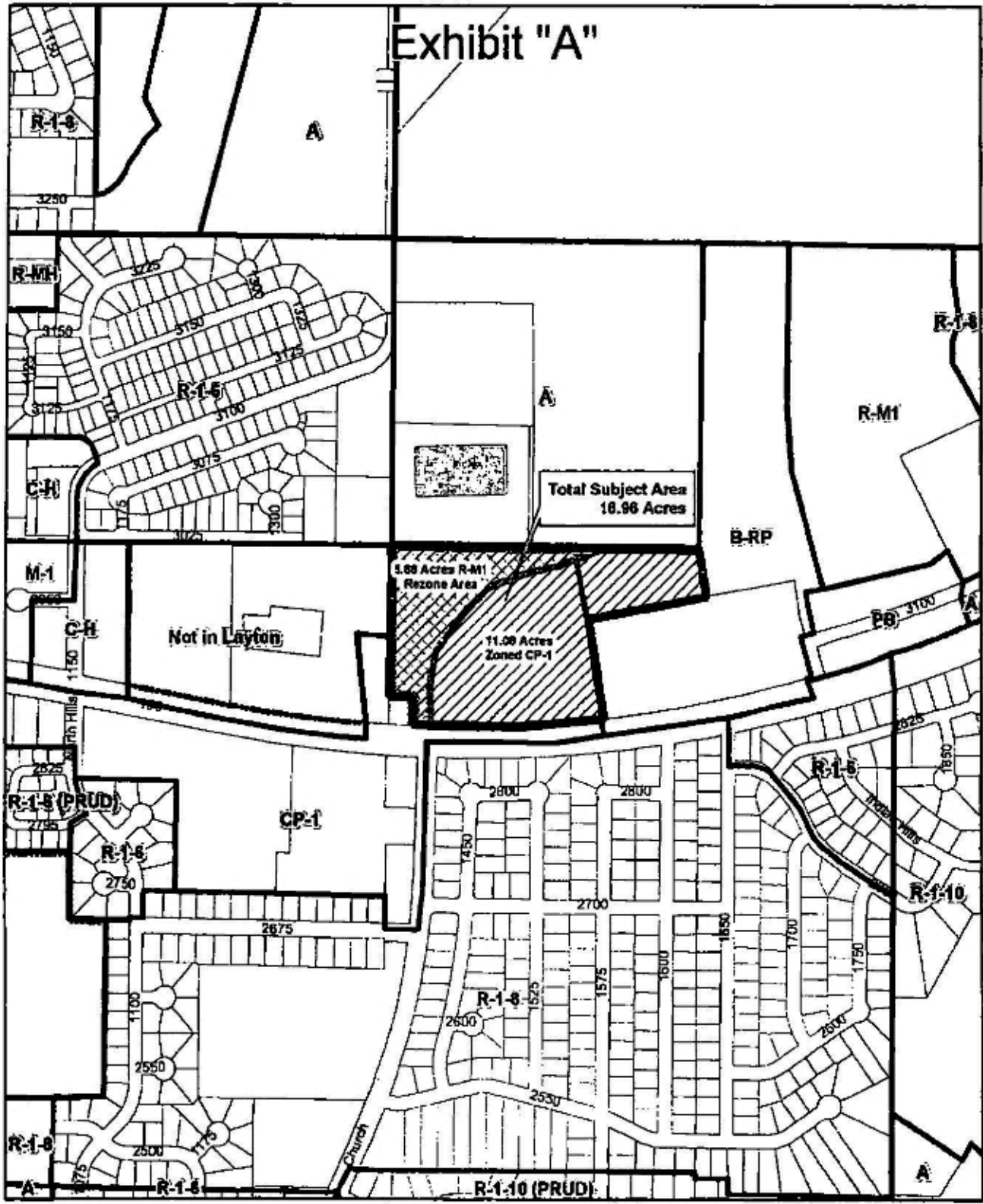
Gardner Crane

Subscribed and sworn to me this 22nd day of August, 2006.



Gayla C. Thompson
Notary

Exhibit "A"



East Layton LLC Development Agreement

- Railroad
 - Streams
 - City Boundary
 - Zoning District
-

EXHIBIT "B"

