

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

E 3450782 B 7928 P 348-357
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/19/2022 10:05 AM
FEE \$0.00 Pgs: 10
DEP RT REC'D FOR LAYTON CITY CORP

Affects Parcel Numbers Noted Herein

**NOTICE OF DEVELOPMENT AGREEMENT
PERTAINING TO ASPEN PLACE SUBDIVISION,
LAYTON CITY, DAVIS COUNTY, UTAH**

On September 18, 2003 the Layton City Council adopted Resolution 03-69 adopting and approving an agreement for development of land, between Layton City and Owners Robert K. Sill and Lanse Chournos. 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.

- 10-248-0301 ALL OF LOT 301, ASPEN PLACE SUB. PH 3 CONTAINS 0.145 ACRES
- 10-248-0302 ALL OF LOT 302, ASPEN PLACE SUB. PH 3 CONTAINS 0.145 ACRES
- 10-248-0303 ALL OF LOT 303, ASPEN PLACE SUB. PH 3 CONTAINS 0.145 ACRES
- 10-252-0401 ALL OF LOT 401, ASPEN PLACE SUB. PH 4 CONTAINS 0.18 ACRES
- 10-252-0402 ALL OF LOT 402, ASPEN PLACE SUB. PH 4 CONTAINS 0.16 ACRES
- 10-252-0403 ALL OF LOT 403, ASPEN PLACE SUB. PH 4 CONTAINS 0.29 ACRES
- 10-252-0404 ALL OF LOT 404, ASPEN PLACE SUB. PH 4 CONTAINS 0.17 ACRES
- 10-252-0405 ALL OF LOT 405, ASPEN PLACE SUB. PH 4 CONTAINS 0.15 ACRES
- 10-252-0406 ALL OF LOT 406, ASPEN PLACE SUB. PH 4 CONTAINS 0.16 ACRES
- 10-252-0407 ALL OF LOT 407, ASPEN PLACE SUB. PH 4 CONTAINS 0.14 ACRES
- 10-252-0408 ALL OF LOT 408, ASPEN PLACE SUB. PH 4 CONTAINS 0.14 ACRES
- 10-252-0409 ALL OF LOT 409, ASPEN PLACE SUB. PH 4 CONTAINS 0.14 ACRES
- 10-252-0410 ALL OF LOT 410, ASPEN PLACE SUB. PH 4 CONTAINS 0.14 ACRES
- 10-252-0411 ALL OF LOT 411, ASPEN PLACE SUB. PH 4 CONTAINS 0.14 ACRES

10-252-0412 ALL OF LOT 412, ASPEN PLACE SUB. PH 4 CONTAINS 0.14 ACRES
10-252-0413 ALL OF LOT 413, ASPEN PLACE SUB. PH 4 CONTAINS 0.14 ACRES
10-252-0414 ALL OF LOT 414, ASPEN PLACE SUB. PH 4 CONTAINS 0.14 ACRES
10-252-0415 ALL OF LOT 415, ASPEN PLACE SUB. PH 4 CONTAINS 0.20 ACRES
10-252-0416 ALL OF LOT 416, ASPEN PLACE SUB. PH 4 CONTAINS 0.18 ACRES
10-252-0417 ALL OF LOT 417, ASPEN PLACE SUB. PH 4 CONTAINS 0.17 ACRES
10-252-0418 ALL OF LOT 418, ASPEN PLACE SUB. PH 4 CONTAINS 0.18 ACRES
10-252-0419 ALL OF LOT 419, ASPEN PLACE SUB. PH 4 CONTAINS 0.17 ACRES
10-252-0420 ALL OF LOT 420, ASPEN PLACE SUB. PH 4 CONTAINS 0.16 ACRES
10-252-0421 ALL OF LOT 421, ASPEN PLACE SUB. PH 4 CONTAINS 0.16 ACRES
10-252-0422 ALL OF LOT 422, ASPEN PLACE SUB. PH 4 CONTAINS 0.14 ACRES
10-252-0423 ALL OF LOT 423, ASPEN PLACE SUB. PH 4 CONTAINS 0.15 ACRES
10-252-0424 ALL OF LOT 424, ASPEN PLACE SUB. PH 4 CONTAINS 0.19 ACRES
10-252-0425 ALL OF LOT 425, ASPEN PLACE SUB. PH 4 CONTAINS 0.47 ACRES
10-252-0426 ALL OF LOT 426, ASPEN PLACE SUB. PH 4 CONTAINS 0.34 ACRES
10-252-0427 ALL OF LOT 427, ASPEN PLACE SUB. PH 4 CONTAINS 0.20 ACRES
10-252-0428 ALL OF LOT 428, ASPEN PLACE SUB. PH 4 CONTAINS 0.20 ACRES
10-252-0429 ALL OF LOT 429, ASPEN PLACE SUB. PH 4 CONTAINS 0.23 ACRES
10-252-0430 ALL OF LOT 430, ASPEN PLACE SUB. PH 4 CONTAINS 0.24 ACRES
10-252-0431 ALL OF LOT 431, ASPEN PLACE SUB. PH 4 CONTAINS 0.28 ACRES
10-252-0432 ALL OF LOT 432, ASPEN PLACE SUB. PH 4 CONTAINS 0.27 ACRES
10-252-0433 ALL OF LOT 433, ASPEN PLACE SUB. PH 4 CONTAINS 0.23 ACRES
10-252-0434 ALL OF LOT 434, ASPEN PLACE SUB. PH 4 CONTAINS 0.23 ACRES

- 10-252-0435 ALL OF LOT 435, ASPEN PLACE SUB. PH 4 CONTAINS 0.23 ACRES
- 10-252-0436 ALL OF LOT 436, ASPEN PLACE SUB. PH 4 CONTAINS 0.23 ACRES
- 10-252-0437 ALL OF LOT 437, ASPEN PLACE SUB. PH 4 CONTAINS 0.16 ACRES
- 10-252-0438 ALL OF LOT 438, ASPEN PLACE SUB. PH 4 CONTAINS 0.16 ACRES
- 10-254-0501 ALL OF LOT 501, ASPEN PLACE SUB. PH 5 CONTAINS 0.14 ACRES
- 10-254-0502 ALL OF LOT 502, ASPEN PLACE SUB. PH 5 CONTAINS 0.18 ACRES
- 10-252-0503 ALL OF LOT 503, ASPEN PLACE SUB. PH 5 CONTAINS 0.37 ACRES
- 10-252-0504 ALL OF LOT 504, ASPEN PLACE SUB. PH 5 CONTAINS 0.16 ACRES
- 10-252-0505 ALL OF LOT 505, ASPEN PLACE SUB. PH 5 CONTAINS 0.15 ACRES

Exhibit A: RESOLUTION 03-69

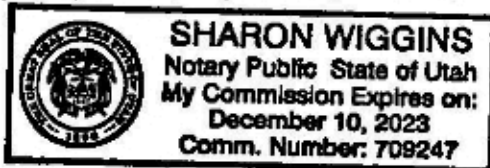
Exhibit B: AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND ROBERT K. SILL AND LANSE CHOURNOS, PROPERTY OWNERS.

NOTICE FILED BY LAYTON CITY


 Gary Crane
 Layton City Attorney

STATE OF UTAH)
 :SSS
 DAVIS COUNTY)

The foregoing instrument was acknowledged before me this 13th day of January, 2022 by Gary Crane, Layton City Attorney.




 Notary Public

My commission expires:

SCANNED

JAN 26 2005

3450782
BK 7928 PG 351

EXHIBIT A

RESOLUTION 03-69

A RESOLUTION ADOPTING AND APPROVING AN AGREEMENT FOR THE DEVELOPMENT OF LAND, BETWEEN LAYTON CITY AND OWNERS ROBERT K. SILL AND LANSE CHOURNOS; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, Owners Robert K. Sill and Lanse Chournos, (hereafter "Owners") desire to develop certain property located at approximately 1325 North 60 West (hereafter "Subject Property") in Layton City; and

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

WHEREAS, Owners and Layton City desire to enter into an agreement setting forth the responsibilities of both parties relative to various aspects of the development of a the Subject 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 guidelines for utility improvements to the Subject Property to ensure that the Subject 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 RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

SECTION I: That the Agreement entitled "AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND ROBERT K. SILL AND LANSE CHOURNOS, PROPERTY OWNERS" be approved and adopted.

SECTION II: 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, 2003.

ATTEST:



Thieda Wellman
THIEDA WELLMAN, City Recorder

Jerry Stevenson
JERRY STEVENSON, Mayor

EXHIBIT B

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN
LAYTON CITY AND ROBERT K. SILL AND LANSE CHOURNOS, PROPERTY OWNERS.
(Approximately 1325 North 60 West)**

THIS AGREEMENT for the development of land (hereinafter referred to as this "Agreement") is made and entered into this 18 day of Sept, 2003, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and ROBERT K. SILL AND LANSE CHOURNOS (hereinafter referred to as "Owners"). City and Owners 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 to R-1-6 (Single Family Residential), of certain property located at approximately 1325 North 60 West in Layton City (hereinafter the "Subject Area"); and

WHEREAS, the Subject Area consists of approximately 11.86 acres belonging to ROBERT K. SILL AND LANSE CHOURNOS and is depicted on Exhibit "A" attached hereto (hereinafter "Exhibit A"); and

WHEREAS, Owners are the owners of the above described property and have 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, City has considered granting R-1-6 zoning approval for the Subject Area (as shown on Exhibit "A"), subject to Owners agreeing to certain limitations and undertakings described herein, which Agreement will further define and execute the objectives of the General Plan, specifically regarding the surrounding property 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 Owners 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 1, wherever in this Agreement:

1.1 "Owner's Property" shall mean that property owned by Owners, 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 "Owners" shall mean ROBERT K. SILL AND LANSE CHOURNOS. The principal mailing addresses for Owner is listed in paragraph 6.2. Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply to the Owner.

1.5 "Owners' 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-1-6 zoning designation, as set forth herein.

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 amend the Zoning Ordinance and approve the rezone of the Subject Area from its present zoning of A to R-1-6, 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.

3.2 The proposed zoning changes are as reflected on Exhibit "A", in that the property located at approximately 1325 North 60 West is proposed for R-1-6 zoning, which constitutes approximately 11.86 acres.

3.3 Layton City agrees to waive all storm drainage impact fees associated with the proposed subdivision (Aspen Place Phases 3 and 4) developed on the Subject Property.

ARTICLE IV OWNERS' UNDERTAKINGS

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

Development on the subject property shall be limited as follows:

4.1 The property designated for R-1-6 zoning, once zoned R-1-6, shall comply with all applicable City rules, regulations, and codes;

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

4.2.1 The developer shall submit a geotechnical/soils report that contains specific requirements and recommendations to utilize the area of the existing pond.

4.2.2 In addition to typical city requirements for the geotechnical/soils report, the report shall include information regarding the depth and extent of excavation and fill material that must be placed in the pond area.

4.2.3 Additional information must be submitted by the geotechnical engineer that identifies the location of the drainage that has been previously filled. The geotechnical engineering must provide

requirements and recommendations for removal of the fill material and engineered replacement material.

- 4.3 The preliminary subdivision plan must also identify the location of this drainage that has been filled and must contain a detail indicating the extent of the removal and replacement methods. A notice will also be required on the dedication plat indicating the location and possible hazards to the potential lot owners regarding the fill area.
- 4.3.1 Where possible, side-lot sewer and storm drain lines must be placed within the asphalt section of a street right-of-way in the subdivision.
- 4.3.2 At proposed street connections to 60 West and 1325 North, existing land drain systems must be disconnected from existing storm drain systems, separating the two systems before they extend into the proposed development.
- 4.3.3 The storm drain system near the eastern boundary of the subdivision must have a capacity of 20.3 cfs to account for storm water from adjacent subdivisions.
- 4.3.4 The entire storm drainage system, including the storm drain lines in 75 West, does not have sufficient capacity for the additional storm water that will be generated by this development. The installation of an additional storm drain line in 75 West, from the south end of the proposed development to Gordon Avenue, will be required. If this new storm drain is sized adequately, the developer may convert the existing 15" storm drain in 75 West into the outfall for the development's land drain system, from the south end of the development to 1100 North. This will be allowed so long as all storm drain connections to this existing 15" line are disconnected north of 1100 North and reconnected to the new storm line in 75 West if applicable.
- 4.3.5 The proposed connection from the existing Sill-Adams irrigation system along the northern boundary of the project to the proposed storm drain system may be allowed. However, there is a second irrigation line that feeds into the existing irrigation pond on the project from the northwest in 60 West. This feed is commonly known as the Last Chance Ditch, and will be abandoned with this development. The Developer must disconnect the Last Chance ditch in 1675 North Street, just west of 160 West. A new 15" concrete pipe must be constructed from the disconnection point to the existing 15" storm drain in the intersection of 1675 North and 160 West.
- 4.3.6 The existing storm drain line near 60 West must be placed within the asphalt section of the street right-of-way. This storm drain line must be a 24-inch pipe. The developer and designer should note that all storm drain capacity issues relative to the outfall system must meet capacity guidelines for the storm drain system in this area and take into account storm water from adjacent subdivisions where necessary.
- 4.3.7 The runoff coefficient for the hydraulic calculations for the development of the subject property must meet the Layton City standard requirements. For an R-1-6 subdivision, the runoff coefficient is 0.45.

ARTICLE V REMEDIES

5.1 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:

5.1.1 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

5.1.2 If the remedy of reversion is pursued, the defaulting Owner(s) agree(s) 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-1-6 to A.

5.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither City nor Owners, 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.

5.3 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.

5.4 Rights of Owners. In the event of a default by Owners' assignee, Owners may elect, in his/her discretion, to cure the default of such assignee, provided, Owners' cure period shall be extended by thirty (30) days.

ARTICLE VI GENERAL PROVISIONS

6.1 Successors and Assigns of Owners. This Agreement shall be binding upon Owners and their successors and assigns, and where the term "Owners" is used in this Agreement it shall mean and include the successors and assigns of Owners, except that City shall have no obligation under this Agreement to any successor or assign of Owners 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 Owners) of the Subject Area. Upon approval of any assignment by City, or in the event Owners assign all or part of this Agreement to an assignee, Owners shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.

6.2 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 Owners: Robert K. Sill
 113 East 1250 North
 Layton, Utah 84041
 801-546-1652

Lanse Chourmos
2825 West 300 North
West Point, Utah 84015
801-779-3918; 801-825-5234 (FAX)

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.

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

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 Termination. Except as otherwise expressly provided herein, this Agreement may only terminate as follows:

- 6.8.1 If by Owners, said termination must be done prior to the completion of the project and Owners agree to the reversion of the zoning classification to "A".
- 6.8.2 If by the City, said termination must be done prior to effective date of the ordinance which changes the zoning classification to "R-1-6".
- 6.8.3 By mutual agreement of the parties as long as said agreements are congruent to the General Plan and protective of the health, safety, and welfare of the citizenry.

Upon an Owners' request (or the request of Owners' 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.

6.9 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.

6.11 Applicable Regulations. Owners are vested in the applicable City zoning and development regulations in effect on the 18 day of Sept, 2003.

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,

[Signature]
Signed by Mayor Jerry Stevenson

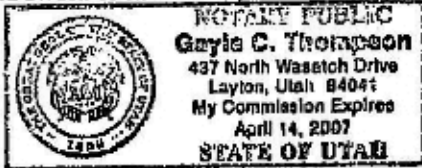
ATTEST:

[Signature]
By: Steven M. Ashby, City Recorder
[Signature]

ROBERT K. SILL

Signed by [Signature]
Robert K. Sill, Owner

Subscribed and sworn to me this 11th day of December, 2003.

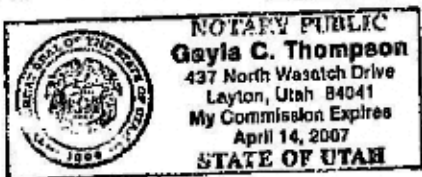


[Signature]
Notary

LANSE CHOURNOS

Signed by [Signature]
Lanse Chournos, Owner

Subscribed and sworn to me this 10th day of December, 2003.



[Signature]
Notary