

E 3532910 B 8278 P 691-712
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
6/16/2023 12:44 PM
FEE 0.00 Pgs: 22
DEP JMF REC'D FOR LAYTON
CITY

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

RETURNED
JUN 16 2023

Affects Parcel Numbers Noted Herein

**NOTICE OF DEVELOPMENT AGREEMENT
PERTAINING TO LAYTON PARKE ESTATES SUBDIVISION,
LAYTON CITY, DAVIS COUNTY, UTAH**

On June 15, 2017 the Layton City Council adopted Resolution 17-54 adopting and approving an agreement for the annexation and development of land between Layton City and Syracuse Lane Investments, LLC. 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.

11-844-0101 ALL OF LOT 101, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.29600 ACRES

11-844-0102 ALL OF LOT 102, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.29600 ACRES

11-844-0103 ALL OF LOT 103, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.27500 ACRES

11-844-0104 ALL OF LOT 104, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.27500 ACRES

11-844-0105 ALL OF LOT 105, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.26300 ACRES

11-844-0106 ALL OF LOT 106, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.27500 ACRES

11-844-0107 ALL OF LOT 107, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.27500 ACRES

11-844-0108 ALL OF LOT 108, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.26300 ACRES

11-844-0109 ALL OF LOT 109, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.27500 ACRES

11-844-0110 ALL OF LOT 110, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.37700 ACRES

11-844-0156 ALL OF LOT 156, LAYTON PARKE ESTATES PHASE 1 – SECONDED AMENDED, CONTAINS 0.66900 ACRES

11-844-0155 ALL OF LOT 155, LAYTON PARKE ESTATES PHASE 1 – SECOND AMENDED, CONTAINS 0.51500 ACRES

11-844-0113 ALL OF LOT 113, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.29800 ACRES

11-844-0114 ALL OF LOT 114, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.32900 ACRES

11-844-0115 ALL OF LOT 115, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.31600 ACRES

11-844-0116 ALL OF LOT 116, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.25200 ACRES

11-844-0117 ALL OF LOT 117, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.26300 ACRES

11-844-0118 ALL OF LOT 118, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.28800 ACRES

11-844-0119 ALL OF LOT 119, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.39400 ACRES

11-844-0120 ALL OF LOT 120, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.39400 ACRES

11-844-0121 ALL OF LOT 121, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.40000 ACRES

11-~~844~~⁸⁴⁸-0154 ALL OF LOT 154, LAYTON PARKE ESTATES PHASE 1 – FIRST AMENDED, CONTAINS 0.40200 ACRES

11-844-0123 ALL OF LOT 123, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.25800 ACRES

11-844-0124 ALL OF LOT 124, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.24400

ACRES

11-844-0125 ALL OF LOT 125, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.26100 ACRES

11-844-0126 ALL OF LOT 126, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.24400 ACRES

11-844-0127 ALL OF LOT 127, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.24600 ACRES

11-844-0128 ALL OF LOT 128, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.26100 ACRES

11-844-0129 ALL OF LOT 129, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.24600 ACRES

11-844-0130 ALL OF LOT 130, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.24300 ACRES

11-844-0131 ALL OF LOT 131, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.31700 ACRES

11-844-0132 ALL OF LOT 132, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.29300 ACRES

11-844-0133 ALL OF LOT 133, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.29300 ACRES

11-844-0134 ALL OF LOT 134, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.28700 ACRES

11-844-0135 ALL OF LOT 135, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.28700 ACRES

11-844-0136 ALL OF LOT 136, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.26900 ACRES

11-844-0137 ALL OF LOT 137, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.32300 ACRES

11-844-0138 ALL OF LOT 138, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.28800 ACRES

11-844-0139 ALL OF LOT 139, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.33000 ACRES

11-844-0140 ALL OF LOT 140, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.29200 ACRES

11-844-0141 ALL OF LOT 141, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.28600 ACRES

11-844-0142 ALL OF LOT 142, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.28600 ACRES

11-844-0143 ALL OF LOT 143, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.40800 ACRES

11-844-0144 ALL OF LOT 144, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.25300 ACRES

11-844-0145 ALL OF LOT 145, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.25200 ACRES

11-844-0146 ALL OF LOT 146, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.32500 ACRES

11-844-0147 ALL OF LOT 147, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.29100 ACRES

11-844-0148 ALL OF LOT 148, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.27500 ACRES

11-844-0149 ALL OF LOT 149, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.29400 ACRES

11-844-0150 ALL OF LOT 150, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.33800 ACRES

11-844-0151 ALL OF LOT 151, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.30000 ACRES

11-844-0152 ALL OF LOT 152, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.30500 ACRES

11-844-0153 ALL OF LOT 153, LAYTON PARKE ESTATES PHASE 1, CONTAINS 0.28200 ACRES

11-911-0201 ALL OF LOT 201, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.26400 ACRES

11-911-0202 ALL OF LOT 202, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.26000 ACRES

ACRES

11-911-0203 ALL OF LOT 203, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.26600 ACRES

11-911-0204 ALL OF LOT 204, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.43000 ACRES

11-911-0205 ALL OF LOT 205, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.26900 ACRES

11-911-0206 ALL OF LOT 206, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.26600 ACRES

11-911-0207 ALL OF LOT 207, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.25400 ACRES

11-911-0208 ALL OF LOT 208, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.26900 ACRES

11-911-0209 ALL OF LOT 209, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.25400 ACRES

11-911-0210 ALL OF LOT 210, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.27200 ACRES

11-911-0211 ALL OF LOT 211, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.25400 ACRES

11-911-0212 ALL OF LOT 212, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.25400 ACRES

11-911-0213 ALL OF LOT 213, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.27000 ACRES

11-911-0214 ALL OF LOT 214, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.25400 ACRES

11-911-0215 ALL OF LOT 215, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.27000 ACRES

11-911-0216 ALL OF LOT 216, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.27000 ACRES

11-911-0217 ALL OF LOT 217, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.29700 ACRES

11-911-0218 ALL OF LOT 218, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.29600 ACRES

11-911-0219 ALL OF LOT 219, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.27000 ACRES

11-911-0220 ALL OF LOT 220, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.27100 ACRES

11-911-0221 ALL OF LOT 221, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.26000 ACRES

11-911-0222 ALL OF LOT 222, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.28100 ACRES

11-911-0223 ALL OF LOT 223, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.26500 ACRES

11-911-0224 ALL OF LOT 224, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.25650 ACRES

11-911-0225 ALL OF LOT 225, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.27100 ACRES

11-911-0226 ALL OF LOT 226, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.27900 ACRES

11-911-0227 ALL OF LOT 227, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.27800 ACRES

11-911-0228 ALL OF LOT 228, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.28200 ACRES

11-911-0229 ALL OF LOT 229, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.38600 ACRES

11-911-0230 ALL OF LOT 230, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.30800 ACRES

11-911-0231 ALL OF LOT 231, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.32500 ACRES

11-911-0232 ALL OF LOT 232, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.35600 ACRES

11-911-0233 ALL OF LOT 233, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.38000 ACRES

ACRES

11-911-0234 ALL OF LOT 234, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.36200 ACRES

11-911-0235 ALL OF LOT 235, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.29100 ACRES

11-911-0236 ALL OF LOT 236, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.31000 ACRES

11-911-0237 ALL OF LOT 237, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.48800 ACRES

11-911-0238 ALL OF LOT 238, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.50200 ACRES

11-911-0239 ALL OF LOT 239, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.28700 ACRES

11-911-0240 ALL OF LOT 240, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.44200 ACRES

11-911-0241 ALL OF LOT 241, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.32900 ACRES

11-911-0242 ALL OF LOT 242, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.31800 ACRES

11-911-0243 ALL OF LOT 243, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.25800 ACRES

11-911-0244 ALL OF LOT 244, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.26600 ACRES

11-911-0245 ALL OF LOT 245, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.27700 ACRES

11-911-0246 ALL OF LOT 246, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.28900 ACRES

11-911-0247 ALL OF LOT 247, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.28700 ACRES

11-911-0248 ALL OF LOT 248, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.25800 ACRES

11-911-0249 ALL OF LOT 249, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.25800 ACRES

11-911-0250 ALL OF LOT 250, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.28200 ACRES

11-911-0251 ALL OF LOT 251, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.28900 ACRES

11-911-0252 ALL OF LOT 252, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.29000 ACRES

11-911-0253 ALL OF LOT 253, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.29100 ACRES

11-911-0254 ALL OF LOT 254, LAYTON PARKE ESTATES PHASE 2, CONTAINS 0.31900 ACRES

11-890-0301 ALL OF LOT 301, LAYTON PARKE ESTATES PHASE 3, CONTAINS 0.34500 ACRES

11-890-0302 ALL OF LOT 302, LAYTON PARKE ESTATES PHASE 3, CONTAINS 0.29900 ACRES

11-890-0303 ALL OF LOT 303, LAYTON PARKE ESTATES PHASE 3, CONTAINS 0.29900 ACRES

11-890-0304 ALL OF LOT 304, LAYTON PARKE ESTATES PHASE 3, CONTAINS 0.33200 ACRES

11-890-0305 ALL OF LOT 305, LAYTON PARKE ESTATES PHASE 3, CONTAINS 0.50800 ACRES

11-890-0306 ALL OF LOT 306, LAYTON PARKE ESTATES PHASE 3, CONTAINS 0.52900 ACRES

11-890-0307 ALL OF LOT 307, LAYTON PARKE ESTATES PHASE 3, CONTAINS 0.35500 ACRES

11-890-0308 ALL OF LOT 308, LAYTON PARKE ESTATES PHASE 3, CONTAINS 0.31400 ACRES

11-890-0309 ALL OF LOT 309, LAYTON PARKE ESTATES PHASE 3, CONTAINS 0.31300 ACRES

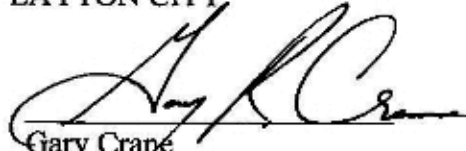
11-890-0310 ALL OF LOT 310, LAYTON PARKE ESTATES PHASE 3, CONTAINS 0.36000

ACRES

Exhibit A: RESOLUTION 17-54

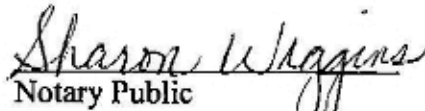
Exhibit B: AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LAND BETWEEN
LAYTON CITY AND SYRACUSE LAND INVESTMENTS, LLC

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 June, 2023
by Gary Crane, Layton City Attorney.


Notary Public

My commission expires:



RESOLUTION 17-54

**ADOPTING AN AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT
OF LAND BETWEEN LAYTON CITY AND SYRACUSE LAND INVESTMENTS,
LLC.**

WHEREAS, Syracuse Land Investments, LLC (Owner) is annexing and developing certain property located at approximately 2200 West 1000 South ("Annexation 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 Annexation Area to accommodate annexation and development with appropriate infrastructure and land uses to enhance the general area; and

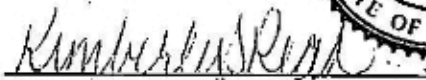
WHEREAS, the City Council has determined it to be in the best interest of the citizens of Layton City to enter into this agreement to ensure that annexation area will be developed according to the overall objectives and intent of the City's General Plan and in the best interest of the City.

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

1. The agreement entitled "Agreement for the Annexation and Development of Land between Layton City and Syracuse Land Investments, LLC" 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 15th day of June, 2017.

ATTEST:


KIMBERLY S READ, City Recorder




ROBERT J STEVENSON, Mayor

**AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LAND BETWEEN
LAYTON CITY AND SYRACUSE LAND INVESTMENTS, LLC**

THIS AGREEMENT for the annexation and development of land (hereinafter referred to as this "Agreement") is made and entered into this 15th day of JUNE, 2017, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and Syracuse Land Investments, LLC (hereinafter individually referred to as "Owner"). City and Owner are collectively referred to as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, in furtherance of the objectives of the Layton City General Plan, City has considered an application for an annexation of property into the City located at approximately 2200 West 1000 South in Layton City (hereinafter the "Annexation Area");

WHEREAS, the total area proposed for annexation consists of approximately 38.275 acres, which is described and depicted on Exhibit A attached hereto (hereinafter Exhibit A);

WHEREAS, the total area proposed for development consists of approximately 49.98 acres (hereinafter the "Subject Area"), which is described and depicted on Exhibit B attached hereto (hereinafter Exhibit B);

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

WHEREAS, City is willing to annex 38.275 acres (hereinafter "Annexation Area") and zone the Subject Area subject to Owner agreeing to certain development limitations and undertakings described herein, which will provide protection for the Annexation Area and surrounding property values and will enable the City Council to consider the approval of such development at this time; and

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

NOW, THEREFORE, each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenants and agrees 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" 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.

1.2 "City's Undertakings" shall mean the obligations of the City set forth in Article III.

1.3 "Owner" shall mean Syracuse Land Investments, LLC. The principal mailing addresses for Owner are listed in paragraph 7.2.

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

1.5 "R-S" zoning shall mean a single-family use district, the minimum lot area, setbacks and frontage, as well as the principal and accessory structures within which, are restricted by Table 5-1 of the Zoning Regulation Chart of the Zoning Ordinance.

1.6 "Annexation Area" shall have the meaning set forth in the Recitals hereto. The Annexation Area is depicted on Exhibit "A" attached hereto.

1.7 "Subject Area" shall have the meaning set forth in the Recitals hereto. The Subject Area is depicted on Exhibit "B" attached hereto.

**ARTICLE II
CONDITIONS PRECEDENT**

2.1 The following are conditions precedent to Owner's obligations under this Agreement, including without limitation Owner's Undertakings in Article IV: (a) City's approval of this Agreement, including approvals of City's Planning Commission and Council, and full execution of this Agreement by City, (b) Zoning of the Subject Area, and (c) recordation of the annexation plat for the Annexation Area. Once annexed, the City will act promptly to zone the Subject Area R-S.

2.2 Owner agrees to construct only detached single-family homes and other allowed uses in the R-S zone.

**ARTICLE III
CITY'S UNDERTAKINGS**

3.1 City shall approve this Agreement (including approvals by the City's Planning Commission and Council) prior to its decision to annex the Subject Area, and shall not file the annexation plat with the Davis County Recorder until the Subject Area is zoned pursuant to, and consistent with, Article II and this Agreement has been fully executed by all parties.

**ARTICLE IV
OWNER'S 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 7.7, Owner agrees to the following:

4.1 **Zoning.** Zoning and development of the Subject Area shall comply with Article II. Once the Subject Property is annexed and zoned in accordance with Article II, development of the Subject Area shall comply with all applicable City rules, regulations and codes.

4.1.1. Development of the Subject Area shall comply with the standards and requirements of the R-S zone.

4.1.2. The architectural plans, building elevations, and building materials for the homes shall be similar to that of the single-family residential structures located in the area of the subject property. The following materials shall be used for exterior construction: brick, rock, stucco, or hardy board. The front, or street-facing façade of each home, shall have 30% brick or rock masonry. Vinyl siding shall not be allowed. The maximum height for the buildings is 30 feet.

4.1.3. The homes shall include an attached two car garage as a minimum.

4.2 **Culinary Water.**

4.2.1. Owner shall be responsible, when applicable, for the acquisition of all necessary easements for the construction and installation of all culinary water improvements.

4.2.2. Owner shall be responsible for the construction and installation of all on-site and off-site culinary water improvements.

4.3 **Sanitary Sewer.** Sanitary sewer service for the Subject area requires the installation of an 8-inch sewer line through the Subject Area. This sewer line will connect to the 48-inch North Davis Sewer District's sanitary sewer line in 2200 West or 1000 South. Any connection to this line will need to be approved by the District.

4.4 **Storm Drain.** The storm drain to service the Subject Area will need to extend to the existing 42-inch line in the intersection of 2200 West and 1000 South. The size of the storm drain line is to be determined by the Storm Drain Master Plan for the surrounding properties. This line will need to be sized to address storm drain runoff from these parcels and future development on the adjacent east parcels with property identification numbers of 11-085-0017 and -0018.

4.4.1 Owner shall design, construct, and install the storm drain lines in the right-of-way of the public roads through the Subject Area, including the storm drain line from the future subdivision road to 2200 West (hereinafter Exhibit C).

4.4.2. The developer may enter into a payback agreement with the City specific to the storm drain line for improvements to extend, expand, or improve the City's storm drain system beyond the improvements required to service or benefit the development of the Subject Property.

4.5 **Street Improvements.** Owner shall be responsible for the construction of all on-site and off-site street improvements throughout the Subject Area.

4.5.1. Pedestrian and landscaping improvements shall be provided along the development side of a Connector Street between 2200 West at 850 South, and 1000 South at 2075 West, including: 1) a five foot landscaping planting bed along the back side of residential lot fencing; the planting bed shall be planted with continuous shrub row, and with trees spaced every 25 feet; 2) a six foot concrete sidewalk shall be constructed next to the landscaping planting bed; 3) a seven foot planting strip between the sidewalk and a 10 inch concrete mow strip to separate the planting strip from the future Connector Street. Within the planting strip, the City's required light pole / fixtures shall be installed per City standards (hereinafter Exhibit "D").

4.5.2. An 8 foot masonry wall shall be installed along the Layton Parkway right-of-way per City standards, in addition to a 5 foot landscaping planting bed between the wall and the sidewalk. The planting bed shall be planted with continuous shrub row, and with trees spaced every 25 feet.

4.5.3. The landscaping planting beds along the Connector Street and along Layton Parkway, and the planting strip along the Connector Street sidewalk shall be maintained by a development Homeowner's Association.

4.6 **Land Drain.** A land drain system is required for any home with a footing and foundation drain or as specified in a geotechnical report required as part of the subdivision review and approval process.

4.6.1 The land drain will need to extend in 1000 South and connect to the storm drain system at a point where the rim elevation at the connection point is lower than the finished floor elevation.

4.7 **Water Exactions.** Owner shall be responsible for complying with Layton City's Water Exactions requirements effective on the date of execution of this agreement.

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

4.9 **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.

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

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

5.2 **Completion Date.** 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 without limitation 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 exercise by City, its agents or employees 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 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.

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

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

6.4 Rights of Owner. In the event of a default by Owner's assignee, Owner may elect, in its discretion, to cure the default of such assignee; provided, Owner's cure period shall be extended by 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 all or any portion 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: Syracuse Land Investments, LLC
1798 West 5150 South #103
Roy, UT 84067

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 City and the Owner.

7.6 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.

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

7.7.1 With regard to Owner's Undertakings, performance of Owner of Owner's Undertakings as set forth herein.

7.7.2 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.

7.8 Recordation. The recordation of any documents or plats shall be as follows:

7.8.1 Notice of this Agreement will be recorded against the Subject Area in the Davis County Recorder's Office.

7.8.2 The Parties agree that the annexation plat will only be recorded with the Davis County Recorder's Office after the zoning amendments contemplated in Article II have been completed by the City Council.

7.9 Recording Amendments. Any subsequent amendment to this Agreement may be recorded as agreed by the Parties.

7.10 Exhibits. The following Exhibits are attached to and form a part of this Agreement:

- Exhibit "A" - Description of Annexation Area
- Exhibit "B" - Subject/Development Area
- Exhibit "C" - Required Off-site Improvements
- Exhibit "D" - Connector Street Pedestrian and Landscaping Improvements

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: [Signature]
ROBERT J STEVENSON, Mayor

ATTEST:

By: [Signature]
KIMBERLY S READ, City Recorder

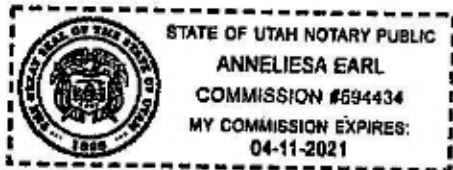
APPROVED AS TO FORM:

[Signature]
GARY CRANE, City Attorney

Signed by [Signature]
[Signature]

Subscribed and sworn to me this 22 day of June, 2017

[Signature]
Notary





MAP 2

EXHIBIT "A"

2200 West
1000 South
Annexation
Agreement

Annexation Area

38.28 Acres

Legend

- Centerlines
- City Boundary
- Interstate 15
- Property
- Highways
- Streams



1 inch = 417 feet



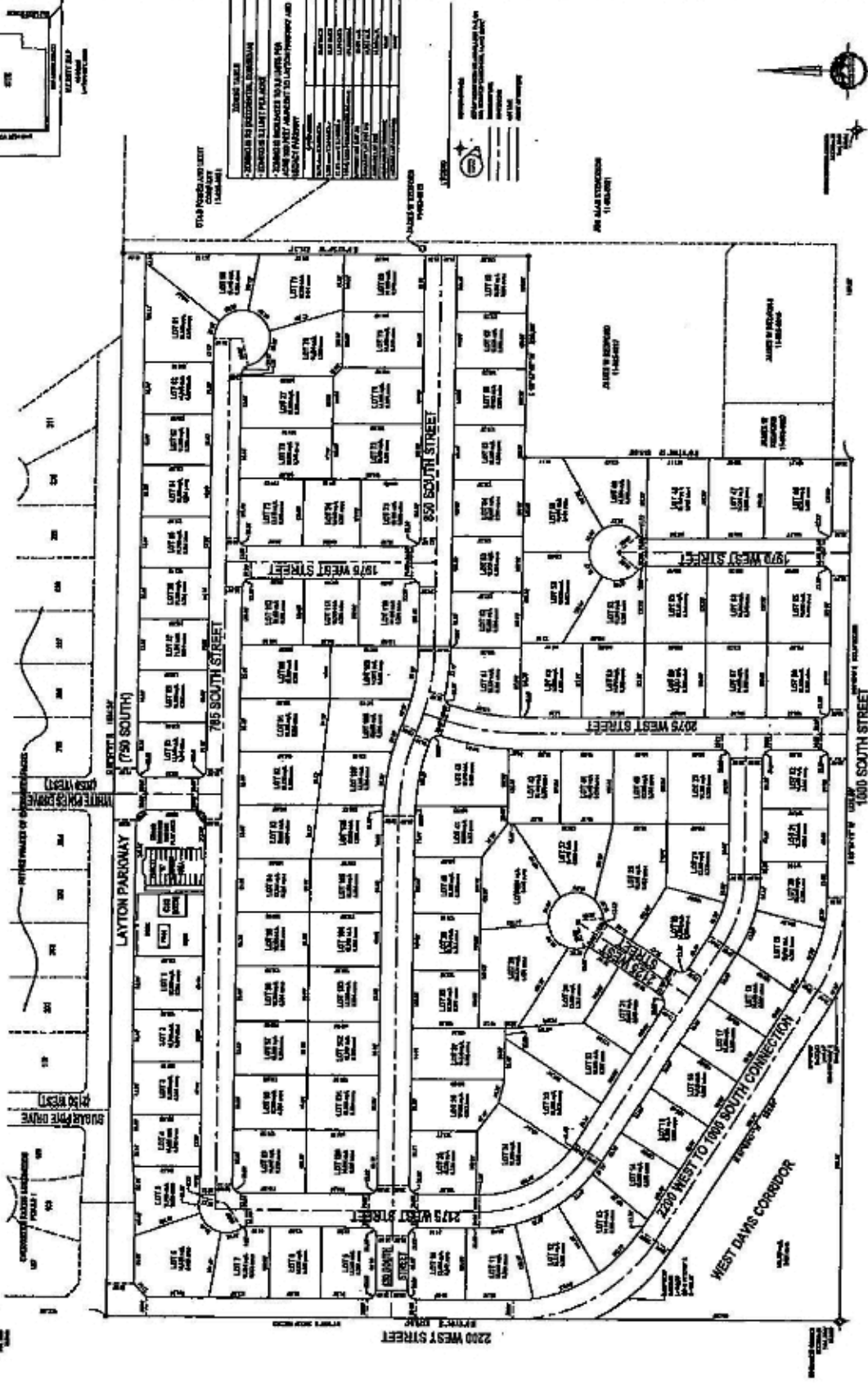
2200 WEST AND 1000 SOUTH SUBDIVISION
650 SOUTH BETWEEN 1900 WEST AND 2200 WEST
 LAYTON, UTAH

ENSIGN
 1610 WEST 1000 SOUTH, SUITE 204
 SALT LAKE CITY, UT 84119
 PHONE: (801) 466-1100
 FAX: (801) 466-1101

CONCEPT PLAN

DATE: 10/1/03
 SHEET NO. 10 OF 1

EXHIBIT "B" - SUBJECT AREA with SUBDIVISION CONCEPT





MAP 2

EXHIBIT "C"

2200 West
1000 South
Annexation
Agreement

Storm Drain Line

38.275 Acres

Legend

- Centerlines
- City Boundary
- Interstate 15
- Property
- Highways
- Streams



1 inch = 417 feet



Exhibit "D"

Connector Street Pedestrian and Landscaping Improvements

- A. 6 foot minimum height backyard solid vinyl fence
- B. 5 foot landscaping planting bed with shrubs and trees
- C. 6 foot sidewalk
- D. 7 foot planting strip with SL-04 light pole / fixtures
- E. 10 inch concrete mow strip

