

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

**RETURNED**  
**DEC 11 2023**

E 3554004 B 8396 P 438-459  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
12/11/2023 1:25 PM  
FEE 0.00 Pgs: 22  
DEP AAM REC'D FOR LAYTON  
CITY

Affects Parcel Numbers Noted Herein

**NOTICE OF DEVELOPMENT AGREEMENT  
PERTAINING TO TERRAVENTURE HOLDINGS, LTD,  
LAYTON CITY, DAVIS COUNTY, UTAH**

On October 6, 2005, the Layton City Council adopted Resolution 05-64 adopting and approving an agreement for development of land, between Layton City and Terraventure Development LTD. 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.

PARCEL 12-109-0317 PART OF THE NE 1/4 SEC 24-T4N-R2W, SLM; BEG AT A PT LOC N 89°49'38" W 2651.52 FT ALG 1/4 SEC LN & N 0°10'31" E 136.22 FT FR THE E 1/4 COR SEC 24-T4N-R2W, SLM; SD PT BEING ON THE N LN OF PPTY CONV IN QC DEED RECORDED DEC 19, 2007 AS E# 2328660 BK 4432 PG 226 & RUN TH N 0°10'31" E 523.30 FT ALG THE 1/4 SEC LN TO THE NW COR OF GRANTORS PPTY, TH S 89°50'13" E 2618.65 FT ALG GRANTORS N LN; TH S 0°11'10" W 266.58 FT, M/L, TO THE N LN OF PPTY CONV IN CORRECTIVE WARRANTY DEEDS RECORDED 11/13/2007 AS E# 2320557 BK 4408 PG 1458 & E# 2320558 BK 4408 PG 1460; TH ALG SD LN THE FOLLOWING 4 COURSES & DIST: N 89°48'50" W 31.67 FT & N 80°58'27" W 79.53 FT & N 89°48'50" W 154.75 FT & S 0°11'10" W 296.00 FT TO THE N LN OF SD QC DEED; TH ALG SD LN THE FOLLOWING 15 COURSES & DIST: N 89°49'37" W 1608.26 FT TO A CURVE TO THE RIGHT; TH ALG SD ARC A DIST OF 4.94 FT (RAD 20.50 FT CHORD BEARS N 82°55'31" W 4.93 FT) & N 0°10'23" E 15.00 FT & N 89°49'41" W 15.00 FT TO A CURVE TO THE RIGHT; TH ALG SD ARC A DIST OF 4.94 FT (RAD 20.50 FT CHORD BEARS N 6°52'44" W 4.93 FT) & N 89°49'41" W 84.01 FT TO A CURVE TO THE RIGHT; TH ALG SD ARC A DIST OF 4.94 FT (RAD 20.50 FT, CHORD BEARS S 7°04'37" E 4.93 FT) & N 89°49'41" W 15.00 FT & S 0°10'22" W 15.00 FT TO A CURVE TO THE RIGHT; TH ALG SD ARC A DIST OF 4.94 FT (RAD 20.50 FT CHORD BEARS S 83°07'07" W 4.93 FT) & N 89°49'33" W 107.97 FT & S 86°21'32" W 120.30 FT & N 89°49'37" W 128.39 FT TO A CURVE TO THE RIGHT; TH ALG SD ARC A DIST OF 236.34 FT (RAD 1008.00 FT, CHORD BEARS N 83°06'37" W 235.80 FT) TO A CURVE TO THE LEFT; TH ALG SD ARC A DIST OF 30.46 FT (RAD 1092.00 FT, CHORD BEARS N 77°11'33" W 30.46 FT) TO THE POB. CONT. 31.12 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

PARCEL 12-109-0330 PART OF THE NE 1/4 SEC 24-T4N-R2W, SLM; BEG AT A PT


LOC N 89°49'38" W 220.44 FT ALG 1/4 SEC LINE FR THE E 1/4 COR SEC 24-T4N-R2W, SLM; & RUN TH N 89°49'38" W 2431.08 FT ALG THE 1/4 SEC LINE TO THE SW COR OF THE NE 1/4 SD SEC 24, TH N 0°10'31" E 87.13 FT ALG THE 1/4 SEC LINE TO THE S LINE OF PPTY CONV IN QC DEED RECORDED DEC 19, 2007 AS E# 2328660 BK 4432 PG 226 SD PT BEING ON A PT OF CURVATURE TO THE RIGHT; TH ALG SD ARC A DIST OF 19.05 FT (RAD 1044.00 FT, CHORD BEARS S 76°54'58" E 19.05 FT) TO A CURVE TO THE LEFT; TH ALG SD ARC A DIST OF 247.59 FT (RAD 1056.00 FT CHORD BEARS S 83°06'37" E 247.02 FT); TH S 89°49'37" E 129.98 FT; TH N 87°16'54" E 118.95 FT; TH S 89°49'37" E 1663.63 FT TO THE MOST W'LY PT OF PPTY CONV IN QC DEED RECORDED 08/10/2009 AS E# 2473936 BK 4835 PG 468; TH ALG SD LINE S 83°12'23" E 256.66 FT; TH S 0°11'10" W 30.05 FT TO THE POB. CONT. 3.379 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

PARCEL 12-109-0329 PART OF THE NE 1/4 SEC 24-T4N-R2W, SLM; BEG AT A PT LOC N 89°49'38" W 33.00 FT & N 89°49'37" W 20.48 FT ALG THE 1/4 SEC LINE FR THE E 1/4 COR SEC 24-T4N-R2W, SLM; RUN TH N 89°49'38" W 166.96 FT ALG THE 1/4 SEC LINE, TH N 0°11'10" E 30.05 FT, M/L, TO A PT ON THE S LINE OF PPTY CONV IN QC DEED RECORDED 08/10/2009 AS E# 2473936 BK 4835 PG 468; TH ALG SD PPTY THE FOLLOWING FOUR COURSES: S 83°12'23" E 72.79 FT & S 2.50 FT & S 89°49'37" E 94.47 FT & S 0°11'10" W 19.49 FT TO THE POB. CONT. 0.08 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Exhibit A: RESOLUTION 05-64

Exhibit B: AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND TERRAVENTURE DEVELOPMENT LTD

NOTICE FILED BY LAYTON CITY

  
\_\_\_\_\_  
Clinton R. Drake  
Layton City Attorney

STATE OF UTAH    )  
                          :SSS  
DAVIS COUNTY    )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of December, 2023  
by Clinton R. Drake, Layton City Attorney.

Sharon Wiggins  
Notary Public

My commission expires:



OCT 13 2005

## RESOLUTION 05-64

**A RESOLUTION ADOPTING AND APPROVING AN AGREEMENT FOR THE DEVELOPMENT OF LAND, BETWEEN LAYTON CITY AND TERRAVENTURE DEVELOPMENT LTD.; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.**

WHEREAS, Developer TERRAVENTURE DEVELOPMENT LTD., (hereafter "Owner") desires to develop certain property located at approximately 551 North 2200 West (hereafter "Subject Area") in Layton City; and

WHEREAS, Developer proposal necessitates certain zoning and site plan approvals upon the Subject Area and said proposal is consistent with the City's overall objectives and intent of the General Plan; and

WHEREAS, Developer and Layton City desire to enter into an agreement setting forth the responsibilities of both parties relative to various aspects of the development of the Subject 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 provide guidelines for improvements to the Subject Area 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.

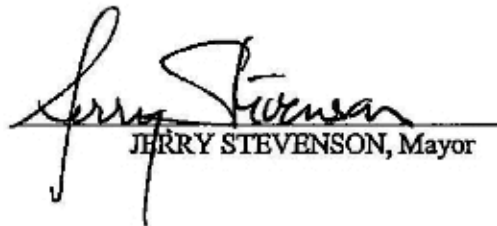
**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:**

1. That the Agreement entitled "AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND TERRAVENTURE DEVELOPMENT LTD." be approved and adopted.
2. That 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 6<sup>th</sup> day of October, 2005.

ATTES



  
JERRY STEVENSON, Mayor

  
THIEDA WELLMAN, City Recorder

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN  
LAYTON CITY AND TERRAVENTURE HOLDINGS, LTD., TERRAVENTURE INVESTMENTS,  
LTD. AND TERRAVENTURE DEVELOPMENT, LTD.  
(Approximately 500 North 2200 West, West Side)**

THIS AGREEMENT for the development of land (hereinafter referred to as "Agreement") is made and entered into this 6<sup>th</sup> day of October, 2005, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and TERRAVENTURE HOLDINGS, LTD., TERRAVENTURE INVESTMENTS, LTD. AND TERRAVENTURE DEVELOPMENT LTD. (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 R-S (Residential/Suburban) to P-B (Professional Business), and B-RP (Business-Research Park), CP-1 (Planned Neighborhood Commercial), of certain property located at approximately 500 North on the west side of 2200 West (hereinafter the "Subject Area"); and

WHEREAS, the overall Subject Area consists of approximately 32.3 acres and is depicted on Exhibit "A" attached hereto (hereinafter "Exhibit A"); and

WHEREAS, Owner is the owner 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 is depicted in more detail on Exhibit "B" attached hereto (hereinafter "Exhibit B"); and

WHEREAS, the City has reviewed the recommendation of the Planning Commission regarding this Agreement, together with a traffic analysis provided by the developer and depicted in Exhibit "D"; and

WHEREAS, the City has considered the overall benefits of a "Mixed-Use" concept for the Subject Area to facilitate a combination of retail, and business 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 of the Subject 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 PB, B-RP, and CP-1, zoning approval for the Subject Area (as shown on Exhibit "B") subject to Owners 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 Owners 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 Terraventure Development Ltd.. 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 "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 mean the map depicting the ownership, property lines and zoning.

1.8 "Exhibit B" shall mean the bubble map for proposed zoning.

1.9 "Exhibit C" shall mean building elevation examples.

1.10 "Exhibit D" shall mean the traffic analysis for the subject area.

## ARTICLE II CONDITIONS PRECEDENT

2.1 Zoning consistent with Exhibit B 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 18.43 acres of CP-1 (Neighborhood Commercial) zoning for that portion of the Owner's Property located at the northwest and northeast corners of the future intersection of 2550 West and West Hill Field Road;

2.1.2 Approximately 2.91 acres of CP-1 (Neighborhood Commercial) zoning, with restricted uses as outlined in Article IV, for that portion of the Owner's Property located at the northwest corner of 2200 West and West Hill Field Road;

2.1.3 Approximately 7.38 acres of B-RP (Business-Research Park) zoning with restricted uses as outlined in Article IV, for that portion of the Owner's Property located between the CP1 Zones and adjacent to West Hill Field Road;

2.1.4 Approximately 3.58 acres of P-B (Professional Business) zoning located adjacent to the Swan Meadows Subdivision directly south of north property line of the Subject Area.

2.2 With respect to each zoning designation:

2.2.1 **CP-1 Zone at 2550 West and West Hill Field Road.** Owner agrees to construct a neighborhood commercial center with the minimum lot area, setbacks and frontage, as well as the principal and accessory structures restricted by Table 5-2 of the Zoning Regulation Chart in Title 19 (Zoning) of the Layton Municipal Code. Land uses in this zoning designation shall be limited to those listed as permitted and conditional uses in Table 6-2 of the Land Use Chart in Title 19 (Zoning) of the Layton Municipal Code. This area shall also be subject to additional landscaping, buffer and design requirements as outlined in Article IV and Exhibit C.

2.2.2 P-B, B-RP and CP-1 Zones at 2200 West and West Hill Field Road. Owner agrees to construct a small center with the focus on professional business and limited service commercial uses as outlined in Article IV.

2.3 With respect to all zoning designations, Owner agrees to design and construct superior quality structures and amenities 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 Subject Area from its present zoning of R-S to P-B, B-RP, and CP-1, with an effective date of no sooner than the effective date and adoption of this Agreement by the City Council. Any zoning amendment shall occur upon a finding by the City Council that it is in the best interest of the health, safety and welfare of the citizens of Layton City to make such a change at this time. All permits and site plan reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

3.2 The proposed zoning changes are as reflected on Exhibit "B" for the overall area, in that the property immediately adjacent to the intersection of 2550 West and West Hillfield Road is proposed for CP-1, which constitutes a total of approximately 18.43 acres. The remaining approximately 13.87 acres to the east is proposed for a combination of P-B, B-RP and CP-1 zoning.

3.3 City agrees to enter into payback agreements for improvements or facilities intended to extend, expand or improve the City's utility system beyond the improvements required to service or benefit the development of the Subject Area.

### 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 Development on the property shall be limited as follows:

4.1.1. The property designated for CP-1 zoning, once zoned CP-1, shall comply with all applicable City rules, regulations.

4.1.2 Land uses within the area of the 18.43 acre CP-1 zoning district at the future intersection of 2550 west and West Hillfield Road, as depicted in Exhibit "B," shall be limited to those listed as conditional and permitted from Table 6-2 of Chapter 19.06 of the Layton Municipal Code. In the situation where a use is not specifically included in Table 6-2, such a use shall be subject to the regulations of the use (whether permitted by right or a conditional use) to which it is most related or similar, as determined by the Community and Economic Development Director.

4.1.3 Land uses within the eastern B-RP, P-B and CP-1 portion of the Subject Area, as depicted in Exhibit "B" shall be focussed on professional business, business-research park and light commercial uses specifically limited to the following uses:

4.1.3.1 The 3.58 acre area zoned P-B shall contain professional business/office structures that are situated in a manner where the structure and landscape area are integrated to provide a significant buffer to the single family residential to the north. The landscape buffer for this area along the north property line shall be at least 20 feet deep. Parking in this area shall not extend beyond the north wall of any professional building.

4.1.3.2 The 7.38 acre area zoned B-RP may contain all uses in the B-RP zone, however a minimum of 50% of the completed gross floor area shall have a professional office use.

4.1.3.3 The 2.91 acre area zoned CP-1 may contain all uses in the CP-1 zoning district except that the following uses shall not be allowed:

Water wells, reservoir, or storage tank	Private country club
Amusement, arcade	Electric substation
Amusement, commercial indoor	Fire station
Amusement, limited commercial outdoor	Gas metering and trans. Station
Amusement, commercial outdoor	Local utility dist. Lines
Golf course	Radio, TV, or micro. Tower
Theatre, live	Railroad tracks and R-O-W
Car-wash	Sewage or water pump or control station
Service station, minor repairs	Package liquor store
Convenience store	Repair of TV radio, appliance & similar equip.
Dept. or discount store	Leather goods sales and repairs
Furniture appliance store	Variety store
Garden shop and plant sales, nursery	Building material sales
Grocery store	Kiosk
Hardware store	Milk depot
Hobby shop	Mobile store
Laundry/Laundromat	Plumbing store
Accessory building	Reverse vending machine
Accessory res. Dwelling	Resource recycling collection point
Community center	Travel trailer park
Church/temple/rectory	Agriculture
Community use	Crop production for sale
Convent, monastery, other dwelling religious group	Orchard, commercial
Institutions of religious or philanthropic nature	Orchard, home use
Park, playground, fairground	

4.2 Within all commercially zoned areas, Owner shall be responsible for seeing that, on all parcels under their ownership and/or control, all development adjacent to a single-family residentially zoned or occupied property, shall comply with the following:

4.2.2 A twenty-five foot (25') landscape buffer shall be installed. Said buffer shall include trees, shrubs, turf and a decorative masonry or precast wall that includes the same material and architectural design as that used on the buildings throughout the project area. Said wall or fence shall be at least 8' in height depending on topography and shall be measured from the common property line on the residential side of the existing property line.



4.2.3 All commercial buildings within the CP-1 zone and adjacent to single family residential shall be set back a minimum of fifty-five feet 55' from the north property line of the subject property. The height of any commercial buildings within 150 feet of and adjacent to single-family residential shall be limited to one (1) story, but not to exceed thirty-five (35) feet in height, including all mechanical facilities. Office buildings adjacent to single family residential shall be limited to two (2) stories, but not to exceed thirty-five (35) feet in height, including all mechanical facilities.

4.2.4 All mechanical facilities shall be screened within the thirty-five (35) feet maximum height. The height shall be measured from the finished grade.

4.3 Owner agrees to develop the properties within the subject area, such that:

4.3.1 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.

4.3.2 No outside broadcast speaker systems shall be permitted in the subject area; however, 2-way (drive-up window) communication systems shall be permitted in all commercial zones.

4.3.3 Landscaping shall be placed between the property line of the residences along the north property line of the subject property and the buildings/uses on the subject property to serve as an adequate buffer. 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.

4.3.4 The perimeter of the Subject Area abutting proposed or existing residential uses shall be fenced with an eight (8) foot masonry or precast wall with a design that is integrated with the building architecture. Said design shall be approved with the final site plan. The masonry or precast wall shall be installed with each phase of development.

4.3.5 Posted notice on the property, to the community shall be required before the Planning Commission may modify the landscaping plan.

4.4 Each Owner shall see that the Subject Property within their ownership and control shall have an aggregate landscaping of twenty percent (20%), with each parcel or lot having a minimum of fifteen percent (15%) 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 fifteen percent (15%) landscaping.

4.5 The buildings constructed on the Subject Area shall be four-sided architecture similar to the architectural renderings as shown on Exhibit "C". The building materials shall be masonry (stucco, brick, rock) of earthtone color. Development of the Subject Area shall produce an architecturally integrated project that provides a consistent architectural feel where buildings are pulled close to the street side property line and a high level of architectural detail is provided on both the street side and entrance side of the building as shown in the elevation examples in Exhibit "C". Canopies shall not be allowed on the streetside of any building and are to be architecturally integrated with facade materials of the main structure. The City shall retain and have final approval of the architectural and urban design elements.

4.6 Development of a grocery store shall be limited to the CP-1 zoning district located at the intersection of 2550 West and West Hill Field Road, as depicted in Exhibit "B." A grocery store, or similar use, shall be located in a fashion that will provide appropriate buffering and minimize architectural intrusion upon existing single-family residences. The delivery and loading, HVAC, and refrigeration portions of a grocery store, or similar use, shall not be allowed along the north side of said building if located within 150 feet of the existing single-family residences. If the grocery store is located west of 2550 West, the delivery and loading, HVAC, and refrigeration portions, shall be located along the west side of the building.

4.7 Signs on the eastern B-RP, P-B and CP-1 portion of the Subject Area shall be monument signs with an architecturally integrated design of materials and form and shall be constructed according to the City Ordinance. Any changable copy must be electronic.

4.8 **Utilities.** Utilities required for the development of the Subject Area shall be provided and installed by the Owner. Off-site and over-sized utilities and utilities required to be relocated to service the Subject Area shall be designed and installed by the Owner.

4.8.1 **Storm Drainage.** Owner will be required to obtain additional property adjacent to the Utah Power parcel identified for the expansion of the identified regional detention pond. The Layton City Engineering Division shall approve the location of the parcel to increase the capacity of this regional detention pond to detain the proportionate share of storm water attributable to the increased runoff that has not already been accounted for in the design of this detention pond.

4.8.2 **Culinary Water.** The Layton City Water Master Plan calls for a 16-inch water line to be installed within the West Hill Field Road right-of-way. This water line must be installed upon development of the Subject Area.

4.9 **Master Street Plan.** The Layton City Master Street Plan identifies the extension of West Hill Field Road along the southern boundary of the Subject Area. This street is a 100' right-of-way and must be constructed upon development of each phase of the Subject Area.

4.9.1 Due to the increased traffic volumes that will occur with the development of the Subject Area, Owner shall provide for the design and installation of a traffic signal for the western portion of the intersection of 2200 West and West Hill Field Road. Owner agrees to coordinate the funding and installation of said traffic signal with the City at such time the signal is warranted.

4.10 **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.

4.11 **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.

4.12 **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 their 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 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(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 P-B, B-RP, and CP-1 to R-S.

6.1.3 If Owner fails to comply with applicable City codes, regulations, laws, agreements, conditions of approval, or other established requirements, City is authorized to issue orders requiring that all activities within a development cease and desist, that all work therein be stopped, also known as a "Stop Work" order.

6.2 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.

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, Owners' 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 their 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:           TERRAVENTURE HOLDINGS, LTD.  
TERRAVENTURE INVESTMENTS, LTD.  
TERRAVENTURE DEVELOPMENT LTD.  
475 North 300 West, #204  
Kaysville, Utah 84037  
Attn: J. Stuart Adams  
801-546-6000; 801-544-1300 (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 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 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 Owners' Undertakings, performance of each Owner of that Owners' 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(s), 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.


ATTEST:

  
THIEDA WELLMAN, City Recorder

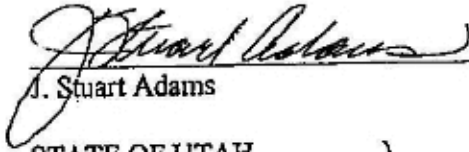


LAYTON CITY CORPORATION:

  
J. STEPHEN CURTIS, Mayor

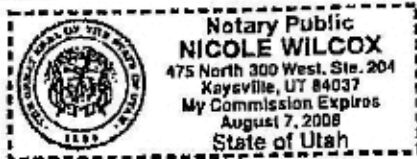
APPROVED AS TO FORM  
BY  7/20/07

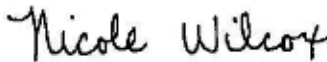
TERRAVENTURE HOLDINGS, LTD.  
by:

  
J. Stuart Adams

STATE OF UTAH            )  
                                      §  
COUNTY OF DAVIS        )

On the 20<sup>th</sup> day of March, 2006, personally appeared before me J. Stuart Adams, who being by me duly sworn did say that he is partner of TERRAVENTURE HOLDINGS, LTD., and that the within and foregoing instrument was signed in behalf of said partnership , and J. Stuart Adams duly acknowledged to me that he executed the same.



  
NOTARY PUBLIC

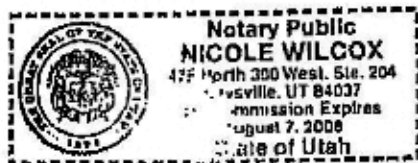
Residing At: Kaysville, Davis, Utah  
My Commission Expires: August 7, 2008

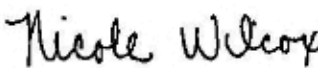
TERRAVENTURE INVESTMENTS, LTD.  
by:

  
J. Stuart Adams

STATE OF UTAH            )  
                                      §  
COUNTY OF DAVIS        )

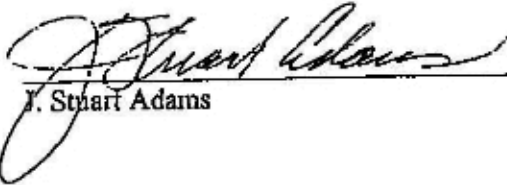
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NOTARY PUBLIC

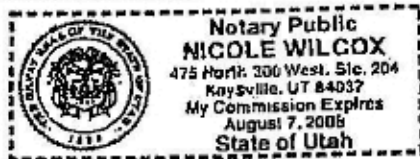
Residing At: Kaysville, Davis, Utah  
My Commission Expires: August 7, 2008

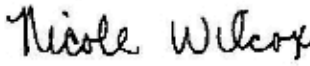
TERRAVENTURE DEVELOPMENT, LTD.  
by:

  
\_\_\_\_\_  
J. Stuart Adams

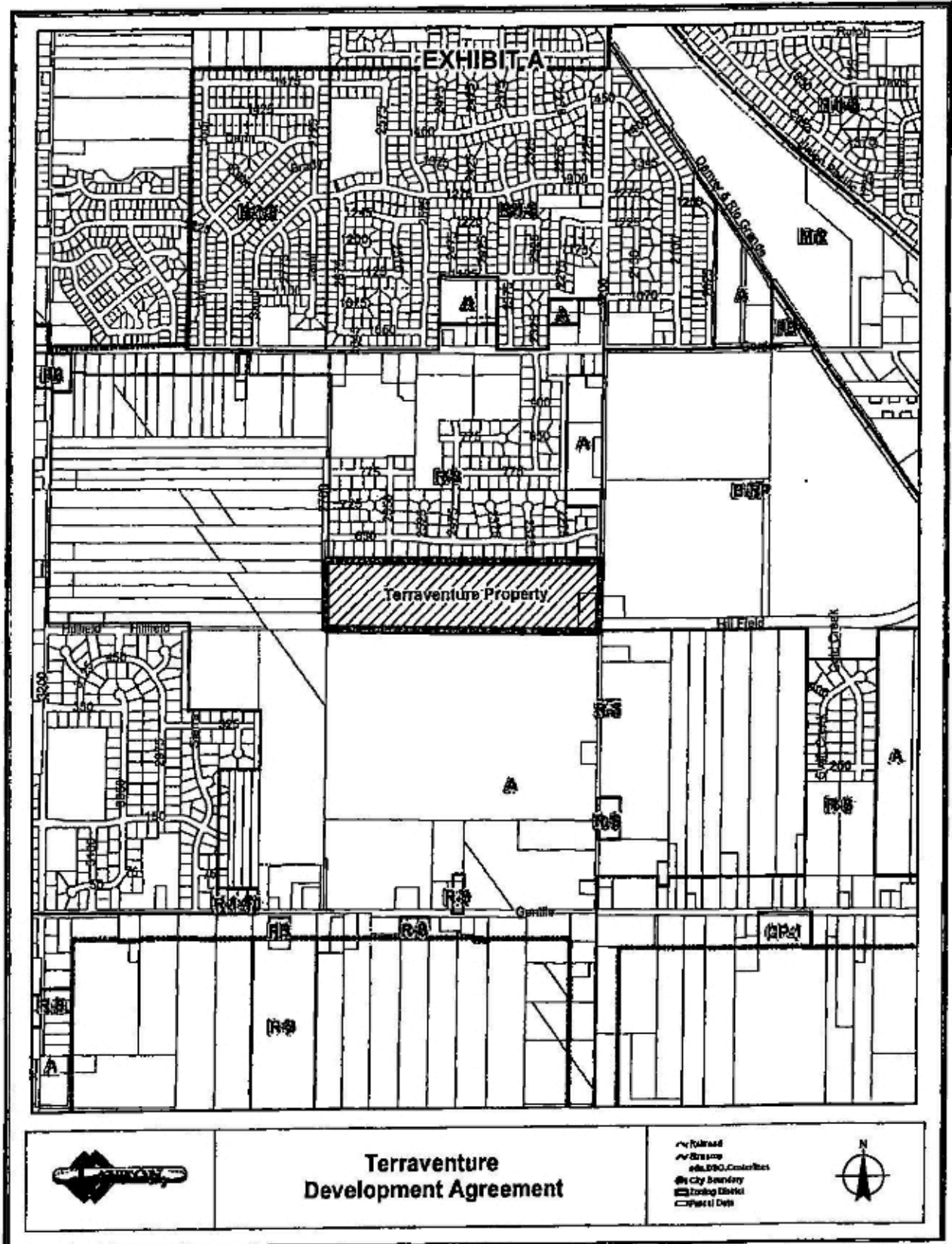
STATE OF UTAH            )  
                                  §  
COUNTY OF DAVIS        )

On the 20<sup>th</sup> day of March, 2006, personally appeared before me J. Stuart Adams, who being by me duly sworn did say that he is partner of TERRAVENTURE DEVELOPMENT, LTD., and that the within and foregoing instrument was signed in behalf of said partnership, and J. Stuart Adams duly acknowledged to me that he executed the same.



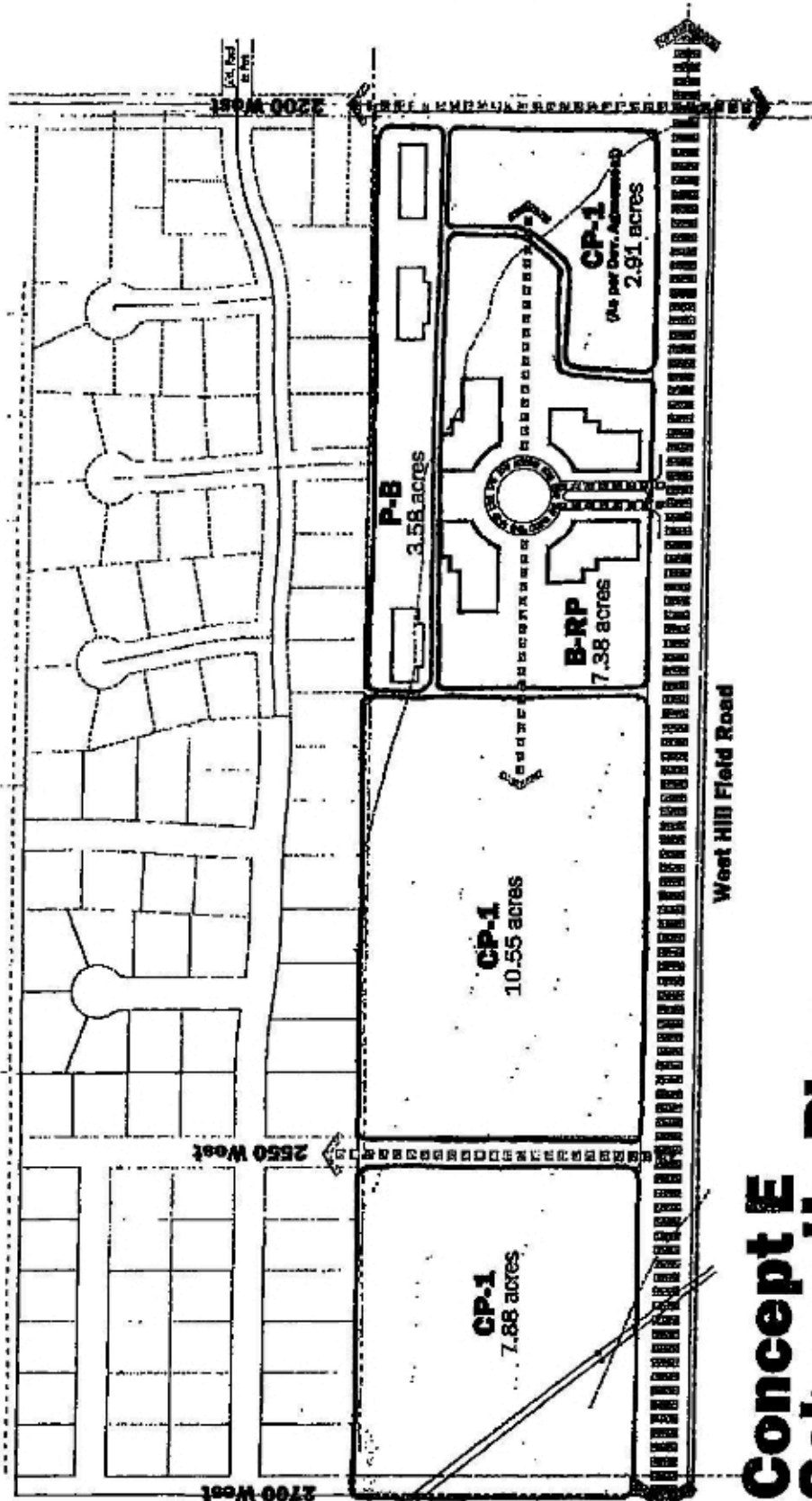
  
NOTARY PUBLIC

Residing At: Kaysville, Davis, Utah  
My Commission Expires: August 7, 2008





### EXHIBIT B



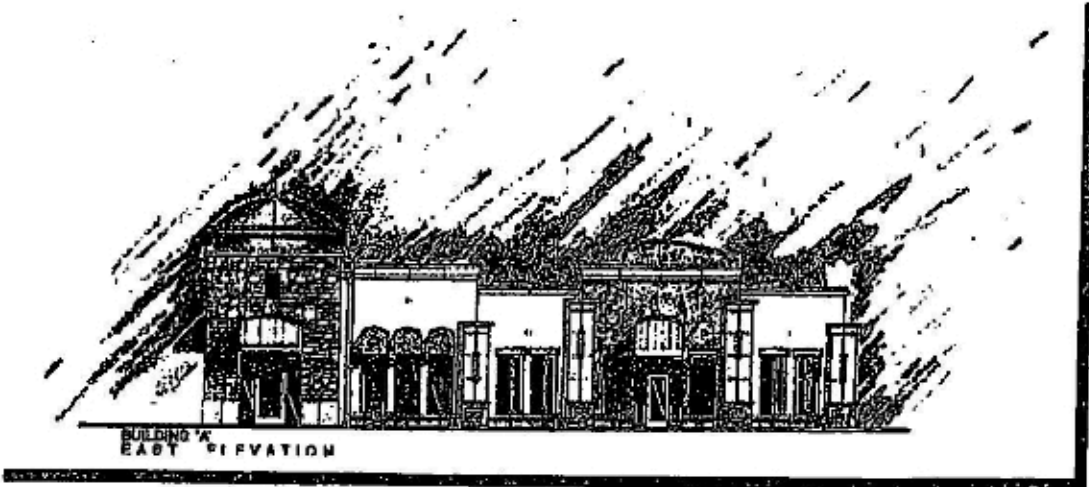
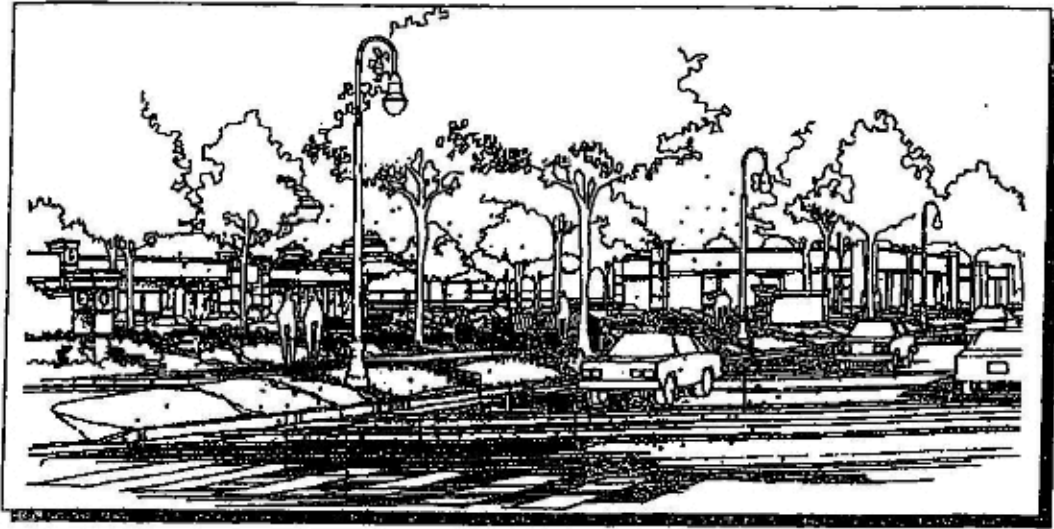
September 27, 2005  
north



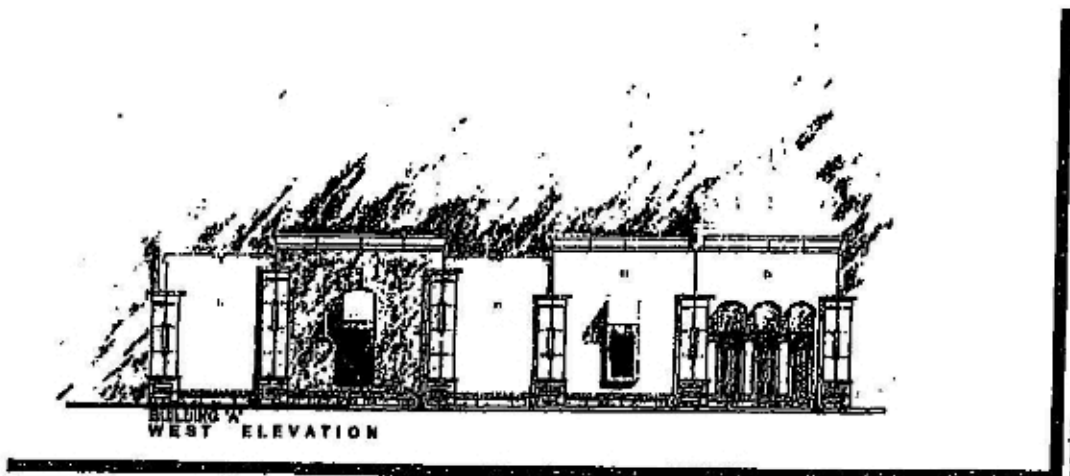
# Concept E Schematic Plan

Terraventure Development  
2200 West & Hill Field Road, Layton, Utah

### EXHIBIT C



Entrance Elevation



Street Elevation

EXHIBIT "D"

November 19, 2004

Mr. J. Stuart Adams  
475 North 300 West, Suite 204  
Kaysville, UT 84037



TRANSPORTATION ENGINEERING

Dear Stuart,

As requested, the following identifies the differences in traffic comparing a residential and commercial element for the 40 acre Terraventure development located at 2200 West and Hill Field Road in Layton, UT. The questions are related to the 11.5 acres, which has been assigned to residential development, and how its relative location between two commercial areas relates to traffic and pedestrian circulation. In addition to traffic comparisons, site circulation, roadway sizing and pedestrian considerations are also discussed. The concern as you indicated were from citizens that the following issues may be of importance:

- Traffic of Commercial
- Mixture of Commercial and Residential
- Vehicle cut-through of Neighborhood
- Pedestrian access to the Park

Based on the approved concept C for the development, 11.5 acres has been set aside for residential use, 5 acres of R-2 and 6.5 acres of RM-1. The 11.5 acres splits the commercial area into two sections of 17.9 acres to the west and 4.5 acres to the east.

**Traffic of Commercial**

In comparing traffic generation, there is no question that commercial typically generates more traffic than residential based on the trip generation rates for the land uses as defined by the ITE Trip Generation Manual, 7<sup>th</sup> Edition. Table One shows the trip generation rates based on a per unit basis as provided for the AM, PM and Saturday peak periods and daily traffic rates for a weekday and Saturday. Multiplying the trip rate by the facility sizes provides the trip generation for the site by land use. The 5 acres of R-2 zoning allows 8-12 units per acre which results in a possible 60 residential units. The 6.5 acres of RM-1 zoning allows 14-21 units per acre which results in a possible 137 residential units. That same 11.5 acres can support approximately 115,000 square feet (SF) of retail space. This is based on the general rule that approximately 10,000 sf of retail per acre can be supported once parking, circulation, landscaping and other factors are considered. The trip generation manual indicates that the following land uses are equivalent during the critical PM peak period from a traffic generation aspect.

Traffic Equivalent  $\Rightarrow$  10,000 sf commercial = 37 SFH = 69 Townhouses = 25,000 sf Office/Mixed Use

Note that a pass-by rate between 25 to 34 percent is used for retail as provided by ITE. Pass-by traffic represents traffic that is already on the roads and that stops by at the location on the way to another destination. This means that the pass-by traffic does not represent new traffic to the area. If associated pass-by rates are discounted from the total trips, the actual new traffic to the area is reduced. The difference in traffic between the residential and commercial area is estimated at 16 fewer AM peak, 152 more PM peak, and 303 more Saturday peak hour trips.

#### Road Sizing

The roadway sizes for this area indicate the planned geometry and thus the available capacity can be determined. West Hill Field Road is planned with a 100-foot right-of-way (ROW) west to planned 2750 West (which is aligned at 2525 West). From that point continuing west, West Hill Field Road is planned as an 80-foot ROW. This implies that West Hill Field Road to 2750 West will be sized as a 5-lane facility. The supporting roadways in the area are planned as 3-lane roads. For a suburban area, a 3-lane collector roadway has a capacity of 15,000 Average Daily Traffic (ADT). The 5-lane West Hill Field Road arterial will have a 39,000 ADT capacity with the 3-lane section arterial to the west with a 16,500 ADT capacity. Therefore, it is estimated that the change from the 11.5 acres of residential to commercial and assuming the likely distribution in the area, the additional commercial traffic will utilize approximately 3% more of the surrounding roadways capacity. In looking at the planned infrastructure for the area, the site traffic can be assigned a likely direction of travel and then a comparison of the roadway capacity usage for the residential concept and the all commercial concept is provided. Table Two shows the capacity utilization comparison by roadway for the two alternatives. The results indicate that an all commercial options only utilizes between 1 and 3 percent more capacity than the residential element. Since these roadways are only now being developed, there is clearly sufficient capacity to support this traffic demand.

#### Site Circulation

The site circulation is dependant on the site plan. The planning level layout indicates that if the residential 11.5 acre section is developed, then a cross connection from the stub road of the Swan Meadows neighborhood to the north and Hill Field Road is prudent. This interconnection allows multiple ingress and egress points for the residential traffic. However, if these 11.5 acres are converted to commercial, then we would recommend against the cross connection. This is primarily because of the likelihood of traffic using this connection. Traffic from the north, traveling to the commercial area may find the ability to connect using the residential streets as a "backdoor" entrance more convenient than using Hill Field Road directly.

#### Pedestrian access to the Park

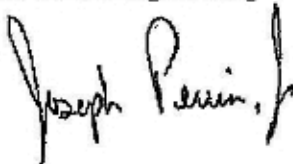
Pedestrians should access the park at designated crossing locations. As the area develops, a traffic signal will likely be located at 2200 West and Hill Field Road. This would be the logical crossing point as corner and particularly traffic signals provide more positive protection for pedestrian crossings. The accesses to the commercial

developments along Hill Field Road should be adequately spaced so as to minimize pedestrian crossing conflict points. This should be developed as all commercial accesses are during the design layout of the site.

The findings support that the traffic from either development plan, with the residential element or all commercial, can be accommodated by the planned infrastructure in the area. There is more than sufficient capacity to handle the traffic from either land use concept. To minimize potential pedestrian / vehicle interaction, proper spacing of access points with clear sight distance and visibility needs to be provided. Similarly, pedestrians should cross streets at designated corners and when traffic signals are available, they provide added protection for pedestrians. Either development plan should address these concerns in the site layout but one plan is not more or less desirable from a pedestrian safety aspect.

This planning level analysis is provided as a qualitative discussion of the various issues and how they relate to the sites proposed development. As a more developed site plan is available; then a complete quantitative evaluation can be provided. If desired, contact us and we will coordinate with the city on the scope of such an evaluation. Please contact me with any questions.

Sincerely,  
A-Trans Engineering



Joseph Perrin, PhD, PE, PTOE  
Principal

Terraventure Development  
Table One

Facility	Size	ITE Land Use	Trip Generation						Trips			
			AM Peak	PM Peak	Saturday Peak	Weekday	Saturday	AM Peak	PM Peak	Saturday Peak	Weekday	Saturday
single family home units	60	210	0.75	1.01	0.94	9.57	10.10	45	61	56	574	606
Multi-Family units	137	230	0.44	0.52	0.47	5.86	5.67	60	71	64	803	777
Total Residential								105	132	120	1377	1383
General Retail (1,000 sf)	115	820	1.03	3.75	4.97	42.94	49.97	118	431	572	4938	5747
New Retail								89	284	423	3259	3793
Pass-by Retail								30	147	149	1679	1954
Difference in New trips (New retail - total Residential)								-16	+152	+303	+1882	+2410

Terraventure Development  
Table Two

Capacity	Route	Percent of Capacity Utilized				All Commercial Concept Trips	Residential Concept %	All Commercial Concept %
		Site Traffic by Route	Residential Concept Trips	All Commercial Concept Trips	Residential Concept %			
39,000	East of 2200 W on Hill Field Rd	35%	2,257	2,916	7%	7%		
16,500	West of 2750 W on Hill Field Rd	25%	1,612	2,083	10%	13%		
15,000	North on 2200 W	10%	645	833	4%	6%		
15,000	North on 2750 W	10%	645	833	4%	6%		
15,000	South on 2200 W	10%	645	833	4%	0%		
16,500	South on 2750 W	10%	645	833	4%	5%		

P.O. Box 521651 Salt Lake City, UT 84152  
(801) 949-0348 fax (801) 582-6252  
atrans@networkworld.com