

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

Affects Parcel Numbers Noted Herein

11-631-0101 thru 0147

11-627-0201 thru 0254
**NOTICE OF ANNEXATION AND DEVELOPMENT AGREEMENT
PERTAINING TO PHEASANT PLACE SUBDIVISION,
LAYTON CITY, DAVIS COUNTY, UTAH**

On April 3, 2003 the Layton City Council adopted Resolution 03-18 adopting and approving an agreement for annexation and development of land, between Layton City and property owner, Ethel H. and E. Harris Adams, Helen E. Cook, Kenton W. and Frances K. Shipley, and David W. and Karen Shipley. 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.

11-631-0101 ALL OF LOT 101, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.46000 ACRES

11-631-0102 ALL OF LOT 102, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.35000 ACRES

11-631-0103 ALL OF LOT 103, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.31000 ACRES

11-631-0104 ALL OF LOT 104, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.30 ACRES

11-631-0105 ALL OF LOT 105, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.30000 ACRES

0106
11-631-006 ALL OF LOT 106, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.30000 ACRES

11-631-0107 ALL OF LOT 107, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.30000 ACRES

11-631-0108 ALL OF LOT 108, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.30000 ACRES

11-631-0109 ALL OF LOT 109, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.31000 ACRES

11-631-0110 ALL OF LOT 110, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.40000 ACRES

11-631-0111 ALL OF LOT 111, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.40000 ACRES

11-631-0112 ALL OF LOT 112, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.38000 ACRES

11-631-0113 ALL OF LOT 113, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.37000 ACRES

11-631-0114 ALL OF LOT 114, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.37000 ACRES

11-631-0115 ALL OF LOT 115, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.37000 ACRES

11-631-0116 ALL OF LOT 116, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.30000 ACRES

11-631-0117 ALL OF LOT 117, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.27000 ACRES

11-631-0118 ALL OF LOT 118, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.30000 ACRES

11-631-0119 ALL OF LOT 119, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.34000 ACRES

11-631-0120 ALL OF LOT 120, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.34000 ACRES

11-631-0121 ALL OF LOT 121, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.34000 ACRES

11-631-0122 ALL OF LOT 122, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.34000 ACRES

11-631-0123 ALL OF LOT 123, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.35000 ACRES

11-631-0124 ALL OF LOT 124, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.39000 ACRES

11-631-0125 ALL OF LOT 125, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.44000 ACRES

11-631-0126 ALL OF LOT 126, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.48000 ACRES

11-631-0148 ALL OF LOT 127, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.46000 ACRES LESS & EXCEPT: BEG AT THE NW COR OF LOT 127, PHEASANT PLACE SUB PHASE 1, & PROCEEDING TH N 89⁰58'00" E A DIST OF 16.17 FT; TH S 00⁰12'40" W A DIST OF 12.50 FT; TH S 89⁰58'00" W A DIST OF 16.11 FT; TH N 00⁰02'00" W A DIST OF 12.50 FT TO THE POB. CONT 0.005 ACRES TOTAL ACREAGE 0.455 ACRES

11-631-0128 ALL OF LOT 128, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.3500 ACRES

11-631-0129 ALL OF LOT 129, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.44000 ACRES

11-631-0130 ALL OF LOT 130, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.48000 ACRES

11-631-0131 ALL OF LOT 131, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.53000 ACRES

11-631-0132 ALL OF LOT 132, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.55000 ACRES

11-631-0133 ALL OF LOT 133, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.32000 ACRES

11-631-0134 ALL OF LOT 134, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.24000 ACRES

11-631-0135 ALL OF LOT 135, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.24000 ACRES

11-631-0136 ALL OF LOT 136, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.26000 ACRES

11-631-0137 ALL OF LOT 137, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.26000 ACRES
11-631-0138 ALL OF LOT 138, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.29000 ACRES
11-631-0139 ALL OF LOT 139, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.28000 ACRES
11-631-0140 ALL OF LOT 140, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.38000 ACRES
11-631-0141 ALL OF LOT 141, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.32000 ACRES
11-631-0142 ALL OF LOT 142, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.30000 ACRES
11-631-0143 ALL OF LOT 143, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.36000 ACRES
11-631-0144 ALL OF LOT 144, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.33000 ACRES
11-631-0145 ALL OF LOT 145, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.33000 ACRES.
11-631-0146 ALL OF LOT 146, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.35000 ACRES
11-631-0147 ALL OF LOT 147, PHEASANT PLACE SUBDIVISION PHASE 1. CONT. 0.31000 ACRES
11-627-0201 ALL OF LOT 201, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.29000 ACRES
11-627-0202 ALL OF LOT 202, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.29000 ACRES
11-627-0203 ALL OF LOT 203, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.29000 ACRES
11-627-0204 ALL OF LOT 204, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.29000 ACRES
11-627-0205 ALL OF LOT 205, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.31000 ACRES
11-627-0206 ALL OF LOT 206, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.31000 ACRES
11-627-0207 ALL OF LOT 207, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.29000 ACRES
11-627-0208 ALL OF LOT 208, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.29000 ACRES
11-627-0209 ALL OF LOT 209, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.29000 ACRES
11-627-0210 ALL OF LOT 210, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.29000 ACRES
11-627-0211 ALL OF LOT 211, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.31000 ACRES
11-627-0212 ALL OF LOT 212, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.29000 ACRES
11-627-0213 ALL OF LOT 213, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.28000 ACRES

11-627-0214 ALL OF LOT 214, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.28000 ACRES
11-627-0215 ALL OF LOT 215, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.28000 ACRES
11-627-0216 ALL OF LOT 216, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.28000 ACRES
11-627-0217 ALL OF LOT 217, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.28000 ACRES
11-627-0218 ALL OF LOT 218, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.28000 ACRES
11-627-0219 ALL OF LOT 219, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.28000 ACRES
11-627-0220 ALL OF LOT 220, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.28000 ACRES
11-627-0221 ALL OF LOT 221, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.28000 ACRES
11-627-0222 ALL OF LOT 222, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.28000 ACRES
11-627-0223 ALL OF LOT 223, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.28000 ACRES
11-627-0224 ALL OF LOT 224, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.36000 ACRES
11-627-0225 ALL OF LOT 225, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.36000 ACRES
11-627-0226 ALL OF LOT 226, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.47000 ACRES
11-627-0227 ALL OF LOT 227, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.47000 ACRES
11-627-0228 ALL OF LOT 228, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.36000 ACRES
11-627-0229 ALL OF LOT 229, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.36000 ACRES
11-627-0230 ALL OF LOT 230, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.36000 ACRES
11-627-0231 ALL OF LOT 231, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.36000 ACRES
11-627-0232 ALL OF LOT 232, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.47000 ACRES
11-627-0233 ALL OF LOT 233, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.47000 ACRES
11-627-0234 ALL OF LOT 234, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.36000 ACRES
11-627-0235 ALL OF LOT 235, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.36000 ACRES
11-627-0236 ALL OF LOT 236, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.42870 ACRES
11-627-0237 ALL OF LOT 237, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.51230 ACRES

11-627-0238 ALL OF LOT 238, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.44670 ACRES
11-627-0239 ALL OF LOT 239, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.52240 ACRES
11-627-0240 ALL OF LOT 240, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.32910 ACRES
11-627-0241 ALL OF LOT 241, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.27000 ACRES
11-627-0242 ALL OF LOT 242, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.27000 ACRES
11-627-0243 ALL OF LOT 243, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.32000 ACRES
11-627-0244 ALL OF LOT 244, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.42000 ACRES
11-627-0245 ALL OF LOT 245, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.42000 ACRES
11-627-0246 ALL OF LOT 246, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.38000 ACRES
11-627-0247 ALL OF LOT 247, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.32000 ACRES
11-627-0248 ALL OF LOT 248, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.31000 ACRES
11-627-0249 ALL OF LOT 249, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.30000 ACRES
11-627-0250 ALL OF LOT 250, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.32000 ACRES
11-627-0251 ALL OF LOT 251, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.30000 ACRES
11-627-0252 ALL OF LOT 252, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.30000 ACRES
11-627-0253 ALL OF LOT 253, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.30000 ACRES
11-627-0254 ALL OF LOT 254, PHEASANT PLACE SUBDIVISION PHASE 2. CONT. 0.30000 ACRES

Exhibit A: RESOLUTION 03-18

Exhibit B: AGREEMENT FOR ANNEXATION AND DEVELOPMENT OF LAND BETWEEN
LAYTON CITY AND OWNER ETHEL H. AND E. HARRIS ADAMS, HELEN E. COOK, KENTON
W. AND FRANCES K. SHIPLEY, AND DAVID W. AND KAREN SHIPLEY

NOTICE FILED BY LAYTON CITY


Clinton R. Drake
Layton City Attorney

STATE OF UTAH)
 ISSS
DAVIS COUNTY)

The foregoing instrument was acknowledged before me this 4th day of January, 2023
by Clinton R. Drake, Layton City Attorney.


Sharon Wiggins
Notary Public

My commission expires:



SCANNED

3557495
BK 8418 PG 470

EXHIBIT A

JAN 05 2005

RESOLUTION 03-18

A RESOLUTION ADOPTING AND APPROVING AN AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LAND, BETWEEN LAYTON CITY AND OWNERS ETHEL H. AND E. HARRIS ADAMS, HELEN E. COOK, AND KENTON W. AND FRANCIS K. SHIPLEY; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, Owners Ethel H. and E. Harris Adams, Helen E. Cook, and Kenton W. and Francis K. Shipley (hereafter "Owner") desires to develop certain property located at approximately 500 to 600 South 1200 West (hereafter "Subject Property") in Layton City; and

WHEREAS, Owner 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, Owner 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 subdivision on 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 changes and improvements 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.

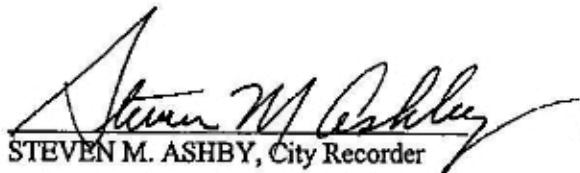
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF LAYTON, UTAH:

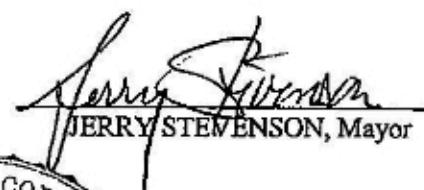
SECTION I: That the Agreement entitled "AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LAND, BETWEEN LAYTON CITY AND OWNERS ETHEL H. AND E. HARRIS ADAMS, HELEN E. COOK, AND KENTON W. AND FRANCIS K. SHIPLEY" be approved and adopted.

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 3rd day of April, 2003.

ATTEST:


STEVEN M. ASHBY, City Recorder


JERRY STEVENSON, Mayor



ANNEXATION AGREEMENT
(Approximately 500-600 South 1200 West, west side)**AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LAND,
BETWEEN LAYTON CITY AND OWNER ETHEL H. AND E. HARRIS
ADAMS, HELEN E. COOK, KENTON W. AND FRANCES K. SHIPLEY,
AND DAVID W. AND KAREN SHIPLEY.**

THIS AGREEMENT for the development of land (hereinafter referred to as this "Agreement") is made and entered into this 3rd day of April, 2003, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), ETHEL H. AND E. HARRIS ADAMS, HELEN E. COOK, KENTON W. AND FRANCES K. SHIPLEY, AND DAVID W. AND KAREN SHIPLEY (hereinafter referred to as "Owner"). City and Owner collectively referred to as the "Parties" and separately as "Party".

RECITALS

WHEREAS, in furtherance of the objectives of the Layton City General Plan, City has considered an application for an annexation and zone change from the present zoning of A (Agriculture) to R-S (Suburban/Residential), of certain property located at approximately 500-600 South on the west side of 1200 West in Layton City (hereinafter the "Subject Property"); and

WHEREAS, the Subject Property consists of approximately 46.46 acres, and is depicted on Exhibit "A" attached hereto (hereinafter "Exhibit A"); and

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

WHEREAS, Parties desire to enter into this Agreement to provide for the rezoning of the Subject Property, 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 annex and grant R-S zoning approval for the Subject Property (as shown on Exhibit "A"), subject to Owner agreeing to certain limitations and undertakings described herein, which Agreement will provide protection to the Subject Property 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, covenant and agree as follows:

**ARTICLE I
DEFINITIONS**

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

1.1 "Owner's Property" shall mean that property owned by 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 ETHEL H. AND E. HARRIS ADAMS, HELEN E. COOK, KENTON W. AND FRANCES K. SHIPLEY, AND DAVID W. AND KAREN SHIPLEY. The principal mailing addresses for each Owner is listed in paragraph 7.2.

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

1.6 "Subject Property" 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-S zoning designation, as set forth herein.

ARTICLE III CITY'S UNDERTAKINGS

Subject to the satisfaction of the conditions set forth in Section 2.2 and Article II, City shall approve the annexation and the rezone of the Subject Property from its present zoning of A to R-S, with an effective date of no sooner than the effective date and adoption of this Agreement by the City Council. Any annexation or 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.

The proposed zoning change is as reflected on Exhibit "A."

ARTICLE IV OWNER'S UNDERTAKINGS

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

4.1 Development on the subject property shall be limited as follows:

4.1.1 The property designated for R-S zoning, once zoned R-S, 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 subject parcel does not have immediate sewer service. In order to develop the parcel, the existing sewer line located on 1000 South (West Side Drive) or the existing sewer line in the new Robert's Farm subdivision must be extended north to the subject property. The minimum sewer line size is 8 inch and it may be necessary to increase the pipe size to allow future development in the surrounding area to utilize this sewer line. The developer will be required to obtain all necessary easements to extend the sewer line. This sewer line extension must be placed in a future road location.
- 4.2.2 The developer will be required to design and construct the proportional share of a detention pond to be located in the UP&L power corridor near the future 750 South street location. The developer will be required to extend a storm drain line from this detention pond location to the subject property. This storm drain pipe must be sized according to the Phase III (West Area) Storm Drain Master Plan and updated modeling by the engineering department, which will allow future development in the area to utilize this storm drain line.
- 4.2.3 The developer will also be required to extend a storm drain pipe south from the above-mentioned detention pond location to an existing storm drain system or natural channel. The nearest down stream storm drain system is located in the new Robert's Farm subdivision. The extended storm drain pipe will also be sized for future development use according to the modeling and master plan. The developer will be required to obtain all necessary easements for the construction of these off-site storm drain improvements and must be located in future road alignments.
- 4.2.4 The developer will be required to install a land drain system that is separate from the storm drain system within the development. The Layton City Engineering Division, during the preliminary plan review, will determine the off-site connection to the storm drain system.
- 4.2.5 The developer will be required to construct a 66-foot (right-of-way width) public street that aligns with the existing intersection of 500 South and 1200 West (Angel Street). This street will continue to the western boundary of the subject property, which is the half section line. The developer will also be required to construct the eastern half of another 66-foot (right-of-way width) public street along the western boundary of the subject property.
- 4.2.6 The developer will be required to extend the water system from 1200 West (Angel Street). The minimum pipe size is 8 inches. However, it may be necessary to increase the size of the water line to meet fire flow demands since there is no means of providing a loop water system.
- 4.2.7 All street improvements including curb/gutter, sidewalk, sub-grade, road base, and asphalt shall be required on 1200 West (Angel Street) with development of the frontage of the subject property.

4.2.8 Secondary water shall be required and must be provided with development of subject property. This requirement will be coordinated with and approved by Davis/Weber Canal Company.

Additional requirements for development of the parcel will be addressed upon submittal and review of the preliminary and final construction plans. These enumerations are not to be construed as approvals thereof, as any required approval process must be pursued independent hereof.

Owner agrees to limit development to the above uses upon all properties within the Subject Property, and if other uses are desired, Owner agrees to seek amendment of this Agreement before pursuing the development of those uses.

4.3 Any conflict between the provisions of this Agreement and the City's codified requirements shall be resolved in favor of the more strict 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 and Economic Development Department and other appropriate departments and agencies having authority to issue such permits in connection with the performance of Owner's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Owner shall, in good faith, 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 Property. 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 Property 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 Property arising from the negligence or omissions of City, or its agents or employees, in connection with City's exercise of its rights granted in this paragraph.

ARTICLE VI REMEDIES

6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence

the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

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

6.1.2 If the remedy of reversion is pursued, the defaulting Owner agrees not to contest the reversion of the zoning on undeveloped portions of the Subject Property, 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-S to A.

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 thirty (30) days.

ARTICLE VII GENERAL PROVISIONS

7.1 Successors and Assigns of Owner. This Agreement shall be binding upon Owner and its successors and assigns, and where the term "Owner" is used in this Agreement it shall mean and include the successors and assigns of Owner, except that City shall have no obligation under this Agreement to any successor or assign of Owner not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Owner) of the Subject Property. 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: ETHEL H. AND E HARRIS ADAMS
 120 East 2000 North
 Layton, Utah 84041
 Telephone: (801) 825-3586

HELEN E. COOK, TRUSTEE
C/O RIDERWOOD VILLAGE, L.C.
77 EAST CENTER STREET
PROVO, UTAH 84606

KENTON W. AND FRANCES K. SHIPLEY
937 EAST 3350 NORTH
LAYTON, UTAH 84040

DAVID W. AND KAREN SHIPLEY
398 SOUTH ANGEL
LAYTON, UTAH 84041

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.

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

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

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

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

7.8.2 With regard to City's Undertakings, performance by City of City's Undertakings as set forth herein.

Upon 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 not be recorded without the prior written consent of the Owner(s), whose property is affected by the recording and the City.

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: Jerry Stevenson
JERRY STEVENSON, Mayor

ATTEST:

Steven M. Ashby
STEVEN M. ASHBY, City Recorder



David W. Shipley
DAVID W. SHIPLEY

Karen Shipley
KAREN SHIPLEY

OWNER

Ethel Adams, the
ETHEL H. ADAMS

E. Harris Adams, trustee
E. HARRIS ADAMS

Otto Belvedere
OTTO BELVEDERE
RIDERWOOD VILLAGE, L.C.

Kenton W. Shipley
KENTON W. SHIPLEY

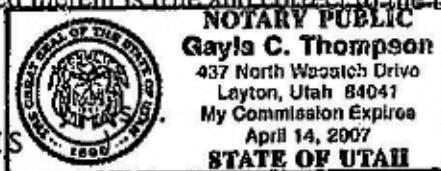
Frances K. Shipley
FRANCES K. SHIPLEY

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this 3rd day of April, 2003, personally appeared before me Ethel H. Adams, E. Harris Adams, Riderwood Village, L.C., Kenton W. Shipley and Francis K. Shipley, who duly acknowledged to me that they are the signers of the above and foregoing and that the information contained therein is true and correct to the best of their knowledge.

STATE OF UTAH

COUNTY OF DAVIS



Gayla C. Thompson
NOTARY PUBLIC

On this 16 day of July, 2003, personally appeared before me David W. Shipley and Karen Shipley, who duly acknowledged to me that they are the signers of the above and foregoing and that the information contained therein is true and correct to the best of their knowledge.

Gayla C. Thompson
Notary Public

