

E 3561597 B 8444 P 301-311
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
2/22/2024 11:47 AM
FEE 0.00 Pgs: 11
DEP AAM REC'D FOR LAYTON
CITY

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

Affects Parcel Numbers Noted Herein

RETURNED
FEB 22 2024

**NOTICE OF DEVELOPMENT AGREEMENT
PERTAINING TO EAGLE PARK SUBDIVISION,
LAYTON CITY, DAVIS COUNTY, UTAH**

On August 1, 1991 the Layton City Council adopted Resolution 96-45 adopting and approving an agreement for development of land, between Layton City and K. Delyn Yeates. This Notice, recorded in the office of the Davis County Recorder, notifies all current and future property owners of said development agreement for all designated properties pertaining to development conditions and requirements.

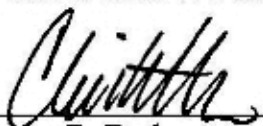
10-214-0008 ALL OF LOT 8, AMENDED EAGLE PARK CENTRE A COMMERCIAL SUB.
CONT. 2.51 ACRES

10-214-0009 ALL OF LOT 9, AMENDED EAGLE PARK CENTRE A COMMERCIAL SUB.
CONT. 1.59 ACRES

Exhibit A: RESOLUTION 96-45

Exhibit B: AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND K.
DELYN YEATES

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 12th day of February, 2024
by Clinton R. Drake, Layton City Attorney.

Sharon Wiggins
Notary Public

My commission expires:



RESOLUTION 96-45

A RESOLUTION ADOPTING AND APPROVING AN AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND K. DELYN YEATES, AN INDIVIDUAL; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, K. Delyn Yeates, an individual, (hereinafter referred to as "Developer") desires to develop certain properties located at approximately 1743 North, 1779 North, 1803 North on 1000 West in Layton City; and

WHEREAS, Developer's proposal necessitates certain zoning approvals upon the properties proposed for development and said proposals appear consistent with the City's General Plan; and

WHEREAS, Developer and Layton City desire to enter into an agreement subject to Developer agreeing to certain limitations and undertakings, which agreement will provide protection to surrounding property values and will enable the City Council to consider the approval of such development; 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 development will be developed according to the City's General Plan and in the best interest of the City.

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

1. The agreement entitled "Agreement for Development of Land Between Layton City and K. Delyn Yeates, an individual", 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 City, Utah, this 1st day of August, 1996.

ATTEST:


STEVEN M. ASHBY, City Recorder




JERRY STEVENSON, Mayor

**AGREEMENT FOR DEVELOPMENT OF LAND
BETWEEN LAYTON CITY AND K. DELYN YEATES, AN INDIVIDUAL**

THIS AGREEMENT for the development of land (hereinafter referred to as this "Agreement") is made and entered into this 30th day of July, 1996, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and K. Delyn Yeates, an individual, (hereinafter referred to as "Developer"), with City and Developer collectively referred to as the "Parties" and separately as "Party".

RECITALS

WHEREAS, in furtherance of the objectives of the Layton City General Plan, City has considered an application for a zone change from the present zoning of BRP (Business Research Park) to CP-3 (Commercial), of certain property located at approximately 1743 North, 1779 North and 1803 North on 1000 West in Layton City (hereinafter the "Subject Area"); and

WHEREAS, the Subject Area consists of approximately 3.834 acres and is depicted on Exhibit "A" attached hereto (hereinafter "Exhibit A"); and

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

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

WHEREAS, City is willing to grant CP-3 zoning approval on the Subject Area, subject to Developer agreeing to certain limitations and undertakings described herein, which Agreement will provide protection to 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 Developer is in the vital and best interest of the City and health, safety, and welfare of its residents; and

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. "Developer's Property" shall mean that property owned or under bona fide option to purchase, by Developer.
- 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 "Developer" shall mean K. Delyn Yeates, an individual. The principal office for Developer is 3296 East 150 North, Layton, Utah 84040.
- 1.4 "Developer's Undertakings" shall have the meaning set forth in Article IV.
- 1.5 "Subject Area" shall have the meaning set forth in the Recitals hereto.
- 1.6 "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 City shall not be obligated to permit the rezone of the Subject Area to CP-3, to become effective until Developer, or its assignee, has acquired fee ownership of the Subject Area.
- 2.3 Developer agrees to restrict the uses permitted under a CP-3 zoning designation, to those listed herein.

ARTICLE III CITY'S UNDERTAKINGS

Subject to the satisfaction of the conditions set forth in Section 2.2, City shall approve the rezone of the Subject Area from its present zoning of BRP to CP-3, with an effective date of no sooner than the date Developer proves ownership of the area to be rezoned and the execution hereof. This approval 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.

ARTICLE IV DEVELOPER'S UNDERTAKINGS

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

1. Development on the property shall be limited to the following uses, which shall be properly approved as required under Layton City's Ordinance:
 - a. Uses allowed under the BRP zoning designation; and
 - b. Fast food establishments, as defined in the City's Code.

Developer agrees to limit development to the above uses and if other uses are desired, agrees to seek amendment of this Agreement before pursuing the development of those uses.

2. Developer agrees to provide eighteen per cent (18%) landscaping on each of the three (3) lots within the subject area. However, if the proposed development of a single lot cannot accommodate the full eighteen per cent (18%) landscaping, the percentage may be reduced in limited circumstances. Those being, when the building size and/or the attendant required parking, of a use permitted by this Agreement, dictate less than the required landscaping. In such circumstances the amount of required parking shall be the minimum amount as set forth in the City's Code. If a conflict arises between the amount of parking mandated by the corporate/developer and the City's Code, the provisions of the City's Code prevails. Under no circumstances shall the landscaping on any single lot be less than ten per cent (10%), nor shall the landscaping in the six (6) lot Eagle Park Centre Subdivision average less than eighteen per cent (18%) per lot.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

5.1 Issuance of Permits - Developer. Developer, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Developer'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 Developer's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Developer shall, in good faith, diligently pursue completion of the development.

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 Developer 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 Developer's Undertakings. City shall indemnify, defend and hold Developer 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 herein.

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; or

6.1.2 terminate this Agreement, and restoring the status quo ante.

6.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither City nor Developer, 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 by City. Either 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 Developer. In the event of a default by Developer's assignee, Developer may elect, in its discretion, to cure the default of such assignee; provided, Developer's cure period shall be extended by thirty (30) days.

ARTICLE VII GENERAL PROVISIONS

7.1 Successors and Assigns of Developer. This Agreement shall be binding upon Developer and its successors and assigns, and where the term "Developer" is used in this Agreement it shall mean and include the successors and assigns of Developer, except that City shall have no obligation under this Agreement to any successor or assign of Developer 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 Developer) of the Subject Area. Upon approval of any assignment by City, or in the event Developer assigns all or part of this Agreement to an assignee, Developer 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 Developer: K. Delyn Yeates
 3296 East 150 North
 Layton, Utah 84040
 801/546-1773
 801/546-1776 (FAX)

To City: LAYTON CITY CORPORATION
 437 North Wasatch Drive
 Layton, Utah 84041
 Attn: Alex R. Jensen, City Manager
 801/546-8500
 801/546-8577 (FAX)

Upon at least ten (10) days' prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of such transmission.

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 Parties.

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 Developer's Undertakings, performance of Developer of Developer'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 either Party's request (or the request of Developer'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 both Parties.

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,
a municipal corporation of the State of Utah

By: *Jerry Stevenson*
JERRY STEVENSON, Mayor

ATTEST:

By: *Steven M. Ashby*
STEVEN M. ASHBY, City Recorder

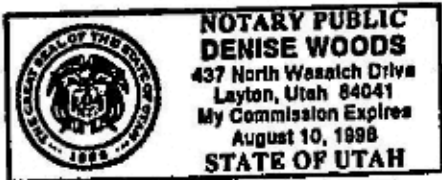
DEVELOPER

K. Delyn Yeates
K. DELYN YEATES, an individual

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

BEFORE ME, the undersigned authority, on this 30th day of July, 1996, personally appeared K. DELYN YEATES, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Denise Woods
NOTARY PUBLIC

7 VEHICLE
IN TRAFFIC.

844.80'

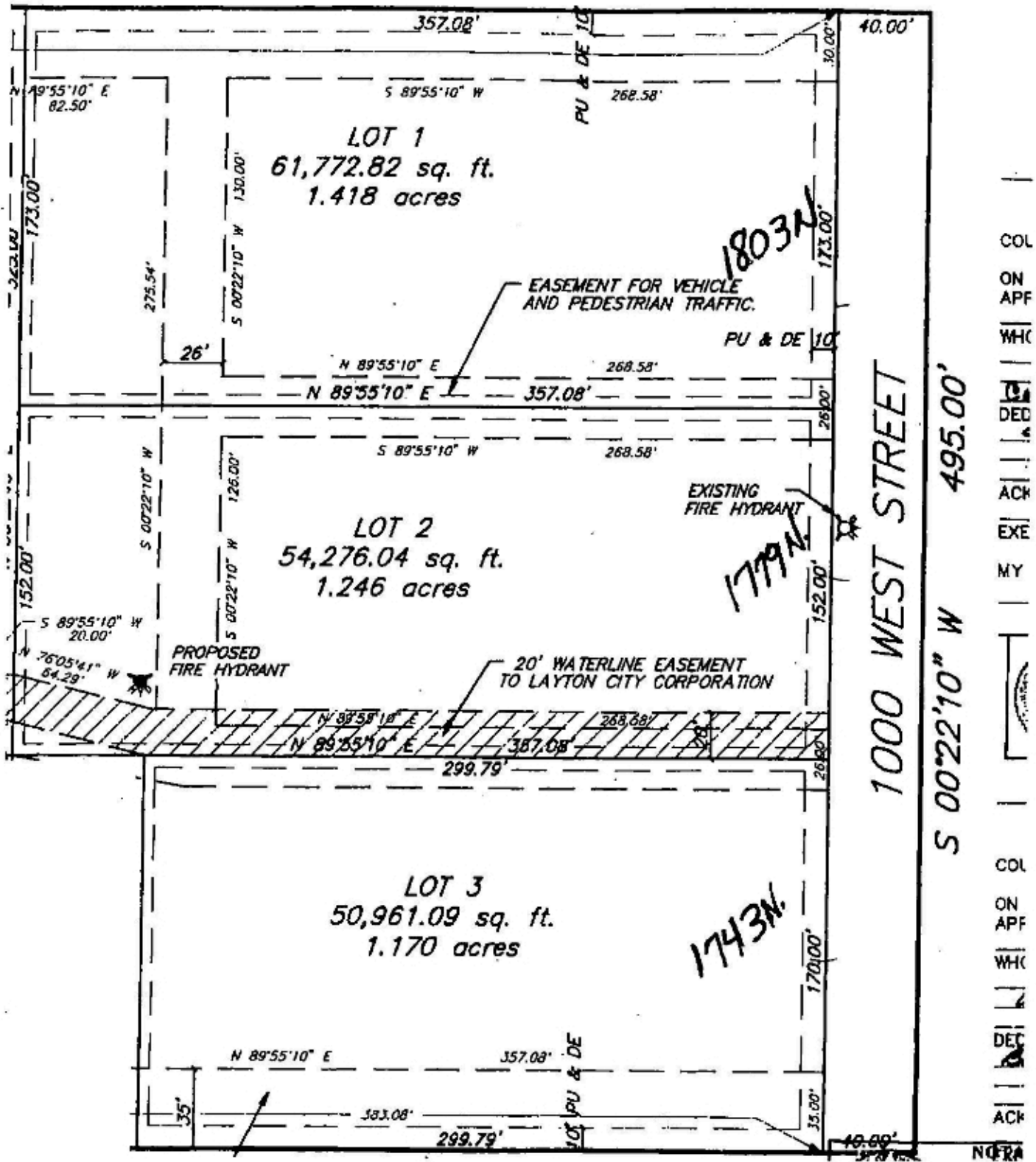


EXHIBIT "A"