

When recorded, mail to:

Layton City Recorder
437 N. Wasatch Drive
Layton, UT 84041

Affects Parcel Numbers Noted Herein

**NOTICE OF DEVELOPMENT AGREEMENT
PERTAINING TO WEAVER MEADOWS SUBDIVISION,
LAYTON CITY, DAVIS COUNTY, UTAH**

On October 17, 2002, the Layton City Council adopted Resolution 02-67 adopting and approving an agreement for development of land, between Layton City and JOSEPH F. AND ROZANNA S. HILL FAMILY LIMITED PARTNERSHIP. 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.

11-551-0101 – ALL OF LOT 101, WEAVER MEADOWS PHASE 1. CONT 0.19 ACRES

11-551-0102 – ALL OF LOT 102, WEAVER MEADOWS PHASE 1. CONT 0.19 ACRES

11-551-0103 – ALL OF LOT 103, WEAVER MEADOWS PHASE 1. CONT 0.23 ACRES

11-551-0104 – ALL OF LOT 104, WEAVER MEADOWS PHASE 1. CONT 0.18 ACRES

11-551-0105 – ALL OF LOT 105, WEAVER MEADOWS PHASE 1. CONT 0.20 ACRES

11-551-0106 – ALL OF LOT 106, WEAVER MEADOWS PHASE 1. CONT 0.35 ACRES

11-551-0107 – ALL OF LOT 107, WEAVER MEADOWS PHASE 1. CONT 0.25 ACRES

11-551-0108 – ALL OF LOT 108, WEAVER MEADOWS PHASE 1. CONT 0.35 ACRES

11-551-0109 – ALL OF LOT 109, WEAVER MEADOWS PHASE 1. CONT 0.24 ACRES

11-551-0110 – ALL OF LOT 110, WEAVER MEADOWS PHASE 1. CONT 0.20 ACRES

11-551-0111 – ALL OF LOT 111, WEAVER MEADOWS PHASE 1. CONT 0.21 ACRES

11-551-0112 – ALL OF LOT 112, WEAVER MEADOWS PHASE 1. CONT 0.23 ACRES

11-551-0113 – ALL OF LOT 113, WEAVER MEADOWS PHASE 1. CONT 0.20 ACRES

11-551-0114 – ALL OF LOT 114, WEAVER MEADOWS PHASE 1. CONT 0.22 ACRES

11-551-0115 – ALL OF LOT 115, WEAVER MEADOWS PHASE 1. CONT 0.23 ACRES

11-551-0116 – ALL OF LOT 116, WEAVER MEADOWS PHASE 1. CONT 0.18 ACRES
11-551-0117 – ALL OF LOT 117, WEAVER MEADOWS PHASE 1. CONT 0.24 ACRES
11-551-0118 – ALL OF LOT 118, WEAVER MEADOWS PHASE 1. CONT 0.21 ACRES
11-551-0119 – ALL OF LOT 119, WEAVER MEADOWS PHASE 1. CONT 0.23 ACRES
11-551-0120 – ALL OF LOT 120, WEAVER MEADOWS PHASE 1. CONT 0.27 ACRES
11-551-0121 – ALL OF LOT 121, WEAVER MEADOWS PHASE 1. CONT 0.22 ACRES
11-551-0122 – ALL OF LOT 122, WEAVER MEADOWS PHASE 1. CONT 0.19 ACRES
11-551-0123 – ALL OF LOT 123, WEAVER MEADOWS PHASE 1. CONT 0.19 ACRES
11-551-0124 – ALL OF LOT 124, WEAVER MEADOWS PHASE 1. CONT 0.19 ACRES
11-551-0125 – ALL OF LOT 125, WEAVER MEADOWS PHASE 1. CONT 0.19 ACRES
11-551-0126 – ALL OF LOT 126, WEAVER MEADOWS PHASE 1. CONT 0.20 ACRES
11-551-0127 – ALL OF LOT 127, WEAVER MEADOWS PHASE 1. CONT 0.20 ACRES
11-551-0128 – ALL OF LOT 128, WEAVER MEADOWS PHASE 1. CONT 0.25 ACRES
11-551-0129 – ALL OF LOT 129, WEAVER MEADOWS PHASE 1. CONT 0.18 ACRES
11-551-0130 – ALL OF LOT 130, WEAVER MEADOWS PHASE 1. CONT 0.18 ACRES
11-551-0131 – ALL OF LOT 131, WEAVER MEADOWS PHASE 1. CONT 0.18 ACRES
11-551-0132 – ALL OF LOT 132, WEAVER MEADOWS PHASE 1. CONT 0.19 ACRES
11-551-0133 – ALL OF LOT 133, WEAVER MEADOWS PHASE 1. CONT 0.19 ACRES
11-551-0134 – ALL OF LOT 134, WEAVER MEADOWS PHASE 1. CONT 0.18 ACRES
11-587-0201 – ALL OF LOT 201, WEAVER MEADOWS PHASE 2. CONT. 0.20000 ACRES
11-587-0202 – ALL OF LOT 202, WEAVER MEADOWS PHASE 2. CONT. 0.24000 ACRES
11-587-0203 – ALL OF LOT 203, WEAVER MEADOWS PHASE 2. CONT. 0.38000 ACRES
11-587-0204 – ALL OF LOT 204, WEAVER MEADOWS PHASE 2. CONT. 0.21000 ACRES

11-587-0205 – ALL OF LOT 205, WEAVER MEADOWS PHASE 2. CONT. 0.24000 ACRES

11-587-0206 – ALL OF LOT 206, WEAVER MEADOWS PHASE 2. CONT. 0.22000 ACRES

11-587-0207 – ALL OF LOT 207, WEAVER MEADOWS PHASE 2. CONT. 0.19000 ACRES

11-587-0208 – ALL OF LOT 208, WEAVER MEADOWS PHASE 2. CONT. 0.27000 ACRES

11-587-0228 – ALL OF LOT 209, WEAVER MEADOWS PHASE 2. CONT. 0.39000 ACRES
LESS & EXCEPT THAT PART OF SD LOT 209 CONV IN WARRANTY DEED
RECORDED 09/03/2019 AS E# 3184281 BK 7338 PG 2123 DESC AS FOLLOWS: A
PORTION OF LOT 209, WEAVER MEADOWS PHASE 2, LOC IN THE SE 1/4 OF SEC 29-
T4N-R1W, SLB&M, MORE PARTLY DESC AS FOLLOWS: BEG AT THE COMMON S'LY
(REAR) COR OF LOTS 209 & 210, WEAVER MEADOWS PHASE 2, LOC N 00°11'25" E
ALG THE 1/4 SEC LINE 1108.81 FT & E 508.31 FT FR THE S 1/4 COR OF SEC 29-T4N-
R1W, SLB&M; TH N 64°03'58" W ALG THE COMMON LINE OF SD LOTS 24.25 FT TO
THE CENTERLINE OF KAYS CREEK; TH ALG THE CENTERLINE OF SD CREEK THE
FOLLOWING 3 (THREE) COURSES: 1) N 16°02'02" E 16.66 FT; 2) N 32°26'04" E 45.63 FT;
3) N 41°22'41" E 68.34 FT TO THE E'LY LINE OF SD LOT 209; TH ALG THE PERIMETER
OF SD LOT THE FOLLOWING 2 (TWO) COURSES: 1) S 34°42'42" E 44.75 FT; 2) S
44°23'00" W 111.41 FT TO THE POB. CONT. 0.11 ACRES TOTAL ACREAGE 0.28 ACRES

11-587-0227 – ALL OF LOT 210, WEAVER MEADOWS PHASE 2. CONT. 0.25000 ACRES
LESS & EXCEPT THAT PART OF SD LOT 210 CONV IN WARRANTY DEED
RECORDED 09/03/2019 AS E# 3184280 BK 7338 PG 2122 DESC AS FOLLOWS: A
PORTION OF LOT 210, WEAVER MEADOWS PHASE 2, LOC IN THE SE 1/4 OF SEC 29-
T4N-R1W, SLB&M, MORE PARTLY DESC AS FOLLOWS: BEG AT THE COMMON S'LY
(REAR) CORNER OF LOTS 209 & 210, WEAVER MEADOWS PHASE 2, LOC N 00°11'25"
E ALG THE 1/4 SEC LINE 1108.81 FT & E 508.31 FT FR THE S 1/4 COR OF SEC 29-T4N-
R1W, SLB&M; TH S 44°23'00" W 68.23 FT ALG THE S'LY LINE OF SD LOT 210 TO THE
CENTERLINE OF KAYS CREEK; TH ALG THE CENTERLINE OF SD CREEK THE
FOLLOWING 2 (TWO) COURSES: 1) N 27°55'23" E 41.30 FT; 2) N 16°02'02" E 23.80 FT
TO THE COMMON LOT LINE BETWEEN LOTS 209 & 210 OF SD PLAT; TH S 64°03'58"
E ALG SD LOT LINE 24.25 FT TO THE POB. CONT. 0.02 ACRES TOTAL ACREAGE 0.23
ACRES

11-587-0211 – ALL OF LOT 211, WEAVER MEADOWS PHASE 2. CONT. 0.24000 ACRES

11-587-0212 – ALL OF LOT 212, WEAVER MEADOWS PHASE 2. CONT. 0.23000 ACRES

11-587-0213 – ALL OF LOT 213, WEAVER MEADOWS PHASE 2. CONT. 0.21000 ACRES

11-587-0214 – ALL OF LOT 214, WEAVER MEADOWS PHASE 2. CONT. 0.22000 ACRES

11-587-0215 – ALL OF LOT 215, WEAVER MEADOWS PHASE 2. CONT. 0.28000 ACRES

11-587-0216 – ALL OF LOT 216, WEAVER MEADOWS PHASE 2. CONT. 0.24000 ACRES

11-587-0217 – ALL OF LOT 217, WEAVER MEADOWS PHASE 2. CONT. 0.22000 ACRES

11-587-0223 – BEG AT A PT LOC S 1303.86 FT & E 136.81 FT FR THE CENTER OF SEC 29-T4N-R1W, SLB&M; RUN TH N 32°02'03" E 0.55 FT; TH N 54°45'15" E 37.17 FT; TH N 52°43'32" E 4.96 FT; TH N 54°42'33" E 31.75 FT; TH N 55°11'35" E 25.40 FT TO A PT ON THE W R/W LINE OF ABBEY WAY (DEED READS ABBY WAY); TH ALG SD R/W S 35°17'09" E 73.99 FT; TH S 54°21'23" W 169.93 FT; TH N 14°49'34" W 57.64 FT; TH N 32°02'03" E 54.19 FT TO THE POB. CONT. 0.26 ACRES

11-587-0222 – BEG AT A PT LOC S 1303.86 FT & E 136.81 FT FR THE CENTER OF SEC 29-T4N-R1W, SLB&M; RUN TH N 33°17'20" W 92.12 FT TO A PT ON THE S R/W LINE OF STACY LANE; TH ALG SD R/W THE FOLLOWING TWO (2) COURSES: 1) 45.26 FT ALG A 270.00 FT RAD CURVE TO THE RIGHT (CHORD BEARS N 65°05'30" E 45.20 FT); 2) N 69°53'37" E 42.52 FT TO A PT ON THE W SIDE OF ABBEY WAY (DEED READS ABBY WAY); TH ALG SD R/W THE FOLLOWING TWO (2) COURSES: 1) 19.59 FT ALG A 15.00 FT RAD CURVE TO THE RIGHT (CHORD BEARS S 72°41'46" E 18.23 FT); 2) S 35°17'09" E 58.16 FT; TH S 55°11'35" W 25.40 FT; TH S 54°42'33" W 31.75 FT; TH S 52°43'32" W 4.96 FT; TH S 54°45'15" W 37.17 FT; TH S 32°02'03" W 0.55 FT TO THE POB. CONT. 0.19 ACRES

11-587-0226 – BEG AT A PT LOC S 1303.86 FT & E 136.81 FT FR THE CENTER OF SEC 29-T4N-R1W, SLB&M; RUN TH S 32°02'03" W 54.19 FT; TH N 14°49'34" W 1.11 FT; TH S 73°36'27" W 45.00 FT; TH N 21°24'03" W 107.00 FT TO A PT ON THE S R/W LINE OF STACY LANE; TH ALG SD R/W THE FOLLOWING TWO (2) COURSES: 1) 54.06 FT ALG A 430.00 FT RAD CURVE TO THE LEFT (CHORD BEARS N 60°29'35" E 54.02 FT); 2) 16.01 FT ALG A 270.00 FT RAD CURVE TO THE RIGHT (CHORD BEARS N 58°35'27" E 16.01 FT); TH S 33°17'20" E 92.12 FT TO THE POB. LESS & EXCEPT ANY & ALL PORTIONS LYING WITH THE BOUNDS OF LOT 218, WEAVER MEADOWS PHASE 2. CONT 0.1996 ACRES

11-077-0058 - BEG AT A PT 409 FT E & 119 FT S FR NW COR OF SE 1/4 OF SEC 29-T4N-R1W, SLM; TH S 33°15' E 177.44 FT; TH N 63°07' E 200.11 FT; TH N 33°15' W 152.87 FT; TH S 63°07' W 200 FT, M/L, TO POB. CONT. 0.74 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.)

11-645-0301 – ALL OF LOT 301, WEAVER MEADOWS PHASE 3. CONT. 0.24500 ACRES

11-645-0302 – ALL OF LOT 302, WEAVER MEADOWS PHASE 3. CONT. 0.21300 ACRES

11-645-0303 – ALL OF LOT 303, WEAVER MEADOWS PHASE 3. CONT. 0.20700 ACRES

11-645-0304 – ALL OF LOT 304, WEAVER MEADOWS PHASE 3. CONT. 0.21400 ACRES
11-645-0305 – ALL OF LOT 305, WEAVER MEADOWS PHASE 3. CONT. 0.18400 ACRES
11-645-0306 – ALL OF LOT 306, WEAVER MEADOWS PHASE 3. CONT. 0.18800 ACRES
11-645-0307 – ALL OF LOT 307, WEAVER MEADOWS PHASE 3. CONT. 0.20400 ACRES
11-645-0308 – ALL OF LOT 308, WEAVER MEADOWS PHASE 3. CONT. 0.21700 ACRES
11-645-0309 – ALL OF LOT 309, WEAVER MEADOWS PHASE 3. CONT. 0.24500 ACRES
11-645-0310 – ALL OF LOT 310, WEAVER MEADOWS PHASE 3. CONT. 0.20900 ACRES
11-645-0311 – ALL OF LOT 311, WEAVER MEADOWS PHASE 3. CONT. 0.20100 ACRES
11-645-0312 – ALL OF LOT 312, WEAVER MEADOWS PHASE 3. CONT. 0.20500 ACRES
11-645-0313 – ALL OF LOT 313, WEAVER MEADOWS PHASE 3. CONT. 0.21600 ACRES
11-645-0314 – ALL OF LOT 314, WEAVER MEADOWS PHASE 3. CONT. 0.21900 ACRES
11-645-0315 – ALL OF LOT 315, WEAVER MEADOWS PHASE 3. CONT. 0.22500 ACRES
11-645-0316 – ALL OF LOT 316, WEAVER MEADOWS PHASE 3. CONT. 0.26100 ACRES
11-645-0317 – ALL OF LOT 317, WEAVER MEADOWS PHASE 3. CONT. 0.27500 ACRES
11-645-0318 – ALL OF LOT 318, WEAVER MEADOWS PHASE 3. CONT. 0.28900 ACRES
11-645-0319 – ALL OF LOT 319, WEAVER MEADOWS PHASE 3. CONT. 0.19000 ACRES
11-645-0320 – ALL OF LOT 320, WEAVER MEADOWS PHASE 3. CONT. 0.22000 ACRES
11-645-0321 – ALL OF LOT 321, WEAVER MEADOWS PHASE 3. CONT. 0.22000 ACRES
11-645-0322 – ALL OF LOT 322, WEAVER MEADOWS PHASE 3. CONT. 0.18400 ACRES
11-645-0323 – ALL OF LOT 323, WEAVER MEADOWS PHASE 3. CONT. 0.18400 ACRES
11-645-0324 – ALL OF LOT 324, WEAVER MEADOWS PHASE 3. CONT. 0.18400 ACRES
11-645-0325 – ALL OF LOT 325, WEAVER MEADOWS PHASE 3. CONT. 0.18400 ACRES
11-645-0326 – ALL OF LOT 326, WEAVER MEADOWS PHASE 3. CONT. 0.19200 ACRES

11-645-0327 – ALL OF LOT 327, WEAVER MEADOWS PHASE 3. CONT. 0.21000 ACRES

11-645-0328 – ALL OF LOT 328, WEAVER MEADOWS PHASE 3. CONT. 0.18900 ACRES

11-645-0329 – ALL OF LOT 329, WEAVER MEADOWS PHASE 3. CONT. 0.18400 ACRES

11-645-0330 – ALL OF LOT 330, WEAVER MEADOWS PHASE 3. CONT. 0.21500 ACRES

11-645-0331 – ALL OF LOT 331, WEAVER MEADOWS PHASE 3. CONT. 0.19700 ACRES

11-645-0332 – ALL OF LOT 332, WEAVER MEADOWS PHASE 3. CONT. 0.23700 ACRES

11-645-0333 – ALL OF LOT 333, WEAVER MEADOWS PHASE 3. CONT. 0.200 ACRES

11-742-0401 – ALL OF LOT 401, WEAVER MEADOWS PHASE 4A. CONT. 0.26000
ACRES

11-742-0402 – ALL OF LOT 402, WEAVER MEADOWS PHASE 4A. CONT. 0.26000
ACRES

11-742-0403 – ALL OF LOT 403, WEAVER MEADOWS PHASE 4A. CONT. 0.26000
ACRES

11-742-0404 – ALL OF LOT 404R, WEAVER MEADOWS PHASE 4A. CONT. 0.24000
ACRES

11-742-0405 – ALL OF LOT 405R, WEAVER MEADOWS PHASE 4A. CONT. 0.31000
ACRES

11-742-0406 -- ALL OF LOT 406R, WEAVER MEADOWS PHASE 4A. CONT. 0.37000
ACRES

11-742-0407 – ALL OF LOT 407, WEAVER MEADOWS PHASE 4A. CONT. 0.24000
ACRES

11-755-0408 – ALL OF LOT 408R, WEAVER MEADOWS PHASE 4B. CONT. 0.30000
ACRES

11-755-0423 – ALL OF PARCEL A, WEAVER MEADOWS PHASE 4B. CONT. 0.18000
ACRES

11-755-0409 – ALL OF LOT 409, WEAVER MEADOWS PHASE 4B. CONT. 0.19000
ACRES

11-755-0410 – ALL OF LOT 410, WEAVER MEADOWS PHASE 4B. CONT. 0.19000
ACRES

11-755-0411 – ALL OF LOT 411, WEAVER MEADOWS PHASE 4B. CONT. 0.19000
ACRES

11-755-0412 – ALL OF LOT 412, WEAVER MEADOWS PHASE 4B. CONT. 0.19000
ACRES

11-755-0413 – ALL OF LOT 413, WEAVER MEADOWS PHASE 4B. CONT. 0.33000
ACRES

11-755-0414 – ALL OF LOT 414, WEAVER MEADOWS PHASE 4B. CONT. 0.19000
ACRES

11-755-0415 – ALL OF LOT 415, WEAVER MEADOWS PHASE 4B. CONT. 0.21000
ACRES

11-755-0416 – ALL OF LOT 416, WEAVER MEADOWS PHASE 4B. CONT. 0.37000
ACRES

11-755-0417 – ALL OF LOT 417, WEAVER MEADOWS PHASE 4B. CONT. 0.27000
ACRES

11-755-0418 – ALL OF LOT 418, WEAVER MEADOWS PHASE 4B. CONT. 0.26000
ACRES

11-755-0419 – ALL OF LOT 419R, WEAVER MEADOWS PHASE 4B. CONT. 0.52000
ACRES

11-755-0420 – ALL OF LOT 420R, WEAVER MEADOWS PHASE 4B. CONT. 0.25000
ACRES

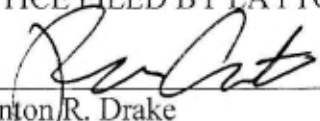
11-755-0421 – ALL OF LOT 421R, WEAVER MEADOWS PHASE 4B. CONT. 0.24000
ACRES

11-755-0422 – ALL OF LOT 422R, WEAVER MEADOWS PHASE 4B. CONT. 0.39000
ACRES

Exhibit A: RESOLUTION 02-67

Exhibit B: AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND
JOSEPH F. AND ROZANNA S. HILL FAMILY LIMITED PARTNERSHIP

NOTICE FILED BY LAYTON CITY

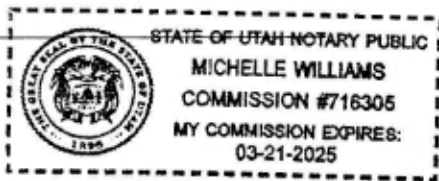
for 
Clinton R. Drake
Layton City Attorney

STATE OF UTAH)
 :SSS
DAVIS COUNTY)

The foregoing instrument was acknowledged before me this 14 day of May, 2024 by Clinton R. Drake, Layton City Attorney.


Michelle Williams
Notary Public

My commission expires:



SCANNED

3572124
BK 8506 PG 337

EXHIBIT A

FEB 10 2006

RESOLUTION 02-67

ADOPTING AND APPROVING AN AGREEMENT FOR THE DEVELOPMENT OF LAND WITH JOSEPH F. AND ROZANNA S. HILL FAMILY LIMITED PARTNERSHIP AND LAYTON LAND PARTNERS LLC.

WHEREAS, owners Joseph F. and Rozanna S. Hill Family Limited Partnership and Layton Land Partners, LLC. (hereafter "Owners") desire to develop certain property located at approximately 600 West Weaver Lane (hereafter "Subject Area") in Layton City; and

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

WHEREAS, Owners and Layton City desire to enter into an agreement setting forth the responsibilities of both parties relative to various aspects of the development of a 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 Project Property will be developed according to the overall objectives and intent of the City's General Plan and in the best interests 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 JOSEPH F. AND ROZANNA S. HILL FAMILY LIMITED PARTNERSHIP LLC. 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 17th day of October, 2002.

ATTEST:

for Steven M. Ashby, Deputy
STEVEN M. ASHBY, City Recorder

Jerry Stevenson
JERRY STEVENSON, Mayor



**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN
LAYTON CITY AND JOSEPH F. AND ROZANNA S. HILL FAMILY LIMITED
PARTNERSHIP AND LAYTON LAND PARTNERS LLC.**

(Approximately 600 West Weaver Lane, South Side)

THIS AGREEMENT for the development of land (hereinafter referred to as this "Agreement") is made and entered into this 17th day of October, 2002, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and JOSEPH F. AND ROZANNA S. HILL FAMILY LIMITED PARTNERSHIP AND LAYTON LAND PARTNERS LLC. (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-1-8 (Single Family Residential), of certain property located at approximately 600 West on the south side of Weaver Lane in Layton City (hereinafter the "Subject Area"); and

WHEREAS, the total area proposed for annexation consists of approximately 42.08 acres, however, the area to be controlled by this agreement, the "Subject Area," consists of approximately 35.78 acres, both of which are 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 Area 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 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 annex and grant R-1-8 zoning approval for the Subject Area (as shown on Exhibit "A"), subject to Owner agreeing to certain limitations and undertakings described herein, which Agreement will provide protection to the Subject Area and surrounding property values and will enable the City Council to consider the approval of such development at this time; and

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

NOW, THEREFORE, each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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 JOSEPH F. AND ROZANNA S. HILL FAMILY LIMITED PARTNERSHIP AND LAYTON LAND PARTNERS L.L.C. The principal mailing addresses for Owner is listed in paragraph 7.2.
- 1.5 "Owner's Undertakings" shall have the meaning set forth in Article IV.
- 1.6 "Subject Area" shall have the meaning set forth in the Recitals hereto.
- 1.7 "Exhibit A" shall have the meaning set forth in the Recitals hereto.

**ARTICLE II
CONDITIONS PRECEDENT**

- 2.1 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Layton City Council.
- 2.2 Owner agrees to restrict the uses permitted under a R-1-8 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 Area from its present zoning of A to R-1-8, 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:

1. Development on the property shall be limited as follows:
 - a. The property designated for R-1-8 zoning, once zoned R-1-8, shall comply with all applicable City rules, regulations and codes;
 - b. Owner shall be responsible for seeing that all development comply with the following:
 - i. The arterial street corridor (often referred to as the "Southwest Transportation Corridor") shall be incorporated into the development of the project property as an 84' right-of-way. Said arterial street shall be constructed as per City Engineer approval and shall be subject to appropriate payback agreements as per city ordinance.
 - ii. Said arterial street through the proposed subdivision shall be designed with no lots fronting on the arterial street;
 - iii. Landscaping along the arterial street shall meet the standards for landscaping along arterial streets as outlined in Chapter 19.16 of the Layton City Zoning Ordinance;
 - iv. A flood control and trail easement along Kay's Creek shall be provided as per a City and County approved flood control and trail survey;
 - v. Said trail easement shall be in addition to or within the surveyed flood control easement and shall be at least 20' wide to accommodate a 10' trail with a 5' buffer on both sides;
 - vi. Fencing and accessory structures associated with the individual lots in the developed subdivision shall not encroach into the approved flood control and trail easement;
 - vii. A 50' wide parcel along east side of D&RG rail line for shall be reserved for the future Jordan Valley Water Conservancy District aqueduct line. Said parcel shall be noted on the subdivision plat as "unbuildable" and shall be fenced from subdivision lots and maintained weed free as per city ordinance;
 - viii. Based on Utah Transit Authority's (UTA) recent acquisition of the D&RG railroad line, all street and trail crossings over the D&RG railroad line shall be coordinated and approved as per UTA standards and be coordinated with all preliminary and final subdivision approvals;
 - ix. Fencing and buffer issues along the D&RG railroad line shall also be coordinated and approved by UTA;
 - x. All public utility provisions, more specifically storm drain, sanitary sewer, culinary and secondary water shall be as per City Engineer approval. If offsite easements are necessary for the proper provision of public utilities, the developer shall be required to secure said easements prior to preliminary subdivision plat approval; and
 - xi. All other requirements as per City ordinance and City

we have to keep this down?

engineering design standards.

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

2. 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 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 Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owner and its contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Owner's Undertakings. City shall indemnify, defend and hold Owner harmless from and against all liability, loss, damage, costs or expenses (including 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 agrees not to contest the reversion of the zoning on undeveloped portions of the Subject Area, by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversion of the zoning from R-1-8 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 Area. Upon approval of any assignment by City, or in the event Owner assign 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: JOSEPH F. AND ROZANNA S. HILL FAMILY
LIMITED PARTNERSHIP
290 North Angel Street
Kaysville, Utah 84037
Telephone: (801) 544-1118

LAYTON LAND PARTNERS L.L.C.
2145 South Main Street
Salt Lake City, Utah 84115
Attn: Adam Nash
801-266-1333 / 801-266-1343 (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 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:

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



OWNER
Joseph F. Hill
JOSEPH F. HILL

Richard F. Hill
RICHARD F. HILL

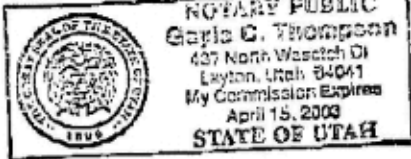
Adam Nash
LAYTON LAND PARTNERS, L.L.C.
ADAM NASH

APPROVED AS TO FORM
BY: [Signature] 10/9/02

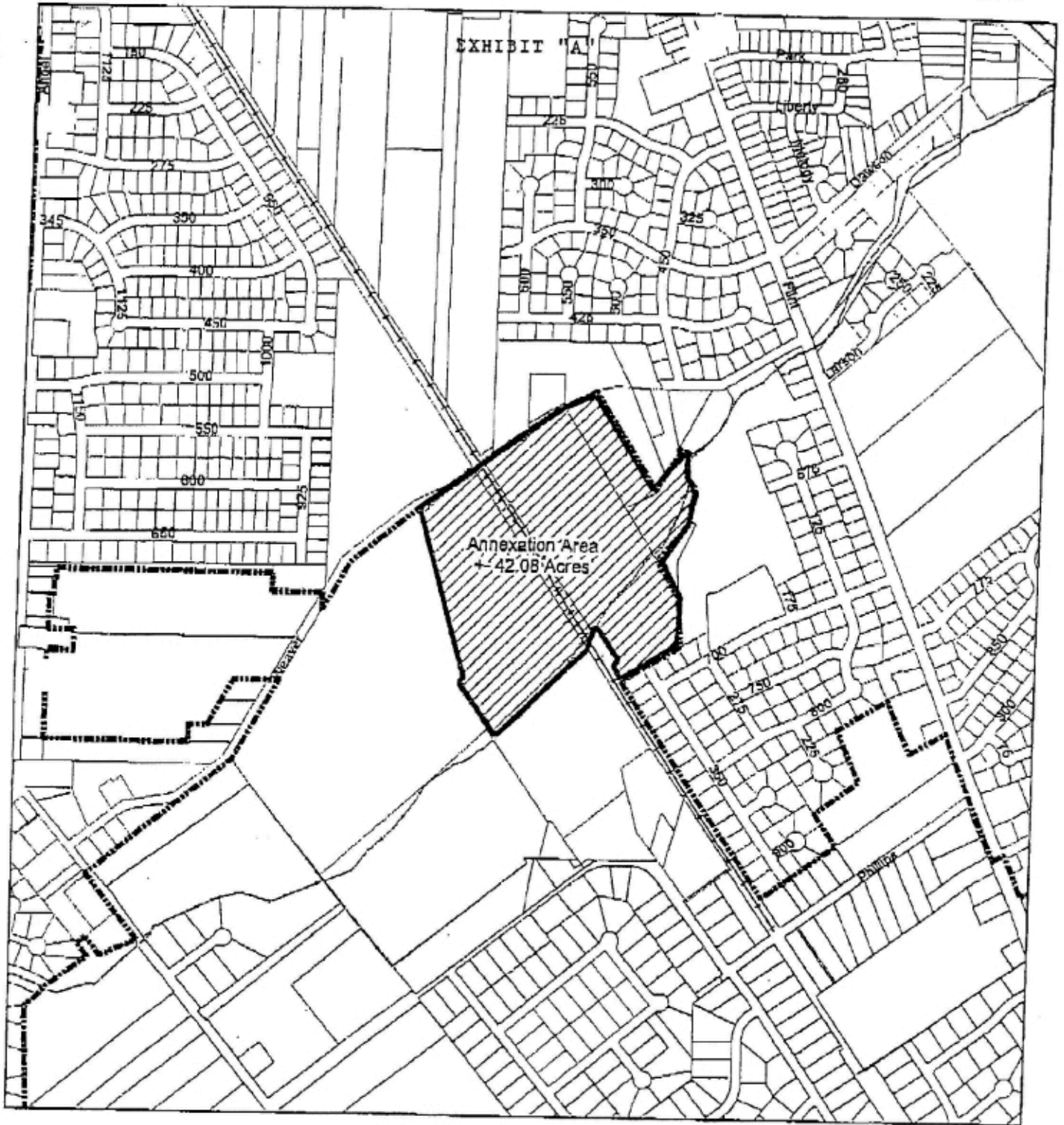
State of Utah

County of Davis

Subscribed and sworn before me this 21 day of Nov, 2002.



Gayla C. Thompson
Gayla C. Thompson, Notary



Barnes/Hill Annexation

