

3594172  
BK 8622 PG 681

E 3594172 B 8622 P 681-696  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
11/6/2024 3:23 PM  
FEE 0.00 Pgs. 16  
DEP AAM REC'D FOR LAYTON  
CITY

16

When recorded, mail to:

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

E 3594172 B 8622 P 681-696  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
11/6/2024 3:23 PM  
FEE 0.00 Pgs. 16  
DEP AAM REC'D FOR LAYTON  
CITY

**Affects Parcel Numbers Noted Herein**

**NOTICE OF DEVELOPMENT AGREEMENT  
PERTAINING TO ANTELOPE HILL SUBDIVISION,  
LAYTON CITY, DAVIS COUNTY, UTAH**

On May 21, 1998 the Layton City Council adopted Resolution 98-33 adopting and approving an agreement for development of land, between Layton City and Double J Investments, 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.

09-292-0001 ALL OF LOT 1, ANTELOPE HILL SUB PHASE 1, CONTAINS 0.24 ACRES

09-292-0002 ALL OF LOT 2, ANTELOPE HILL SUB PHASE 1, CONTAINS 0.23 ACRES

09-292-0005 ALL OF LOT 5, ANTELOPE HILL SUB PHASE 1, CONTAINS 0.32 ACRES

09-292-0006 ALL OF LOT 6, ANTELOPE HILL SUB PHASE 1, CONTAINS 0.44 ACRES

09-292-0007 ALL OF LOT 7, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.24 ACRES

09-292-0008 ALL OF LOT 8, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.23 ACRES

09-292-0009 ALL OF LOT 9, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.19 ACRES

09-292-0010 ALL OF LOT 10, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.18 ACRES

09-292-0011 ALL OF LOT 11, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.18 ACRES

09-292-0012 ALL OF LOT 12, ANTELOPE HILL SUB PHASE 1, CONTAINS 0.18 ACRES

09-292-0013 ALL OF LOT 13, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.18 ACRES

09-292-0014 ALL OF LOT 14, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.20 ACRES

09-292-0015 ALL OF LOT 15, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.18 ACRES

REURNED

NOV 06 2024

09-292-0016 ALL OF LOT 16, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.23 ACRES  
09-292-0017 ALL OF LOT 17, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.23 ACRES  
09-292-0018 ALL OF LOT 18, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.18 ACRES  
09-292-0019 ALL OF LOT 19, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.20 ACRES  
09-292-0020 ALL OF LOT 20, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.24 ACRES  
09-292-0021 ALL OF LOT 21, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.25 ACRES  
09-292-0022 ALL OF LOT 22, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.27 ACRES  
09-292-0023 ALL OF LOT 23, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.25 ACRES  
09-292-0024 ALL OF LOT 24, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.23 ACRES  
09-292-0025 ALL OF LOT 25, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.23 ACRES  
09-292-0026 ALL OF LOT 26, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.23 ACRES  
09-292-0027 ALL OF LOT 27, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.28 ACRES  
09-292-0028 ALL OF LOT 28, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.30 ACRES  
09-292-0029 ALL OF LOT 29, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.28 ACRES  
09-292-0034 ALL OF LOT 30, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.28 ACRES  
09-292-0035 ALL OF LOT 31, ANTELOPE HILL SUB PHASE 1. CONTAINS 0.37 ACRES  
09-303-0232 ALL OF LOT 232, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.18 ACRES  
09-303-0233 ALL OF LOT 233, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.18 ACRES  
09-303-0234 ALL OF LOT 234, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.18 ACRES  
09-303-0235 ALL OF LOT 235, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.18 ACRES  
09-303-0236 ALL OF LOT 236, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.18 ACRES  
09-303-0237 ALL OF LOT 237, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.18 ACRES  
09-303-0238 ALL OF LOT 238, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.18 ACRES

09-303-0239 ALL OF LOT 239, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.20 ACRES  
09-303-0240 ALL OF LOT 240, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.18 ACRES  
09-303-0241 ALL OF LOT 241, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.23 ACRES  
09-303-0242 ALL OF LOT 242, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.23 ACRES  
09-303-0243 ALL OF LOT 243, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.18 ACRES  
09-303-0244 ALL OF LOT 244, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.20 ACRES  
09-303-0245 ALL OF LOT 245, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.20 ACRES  
09-303-0246 ALL OF LOT 246, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.18 ACRES  
09-303-0247 ALL OF LOT 247, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.23 ACRES  
09-303-0248 ALL OF LOT 248, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.23 ACRES  
09-303-0249 ALL OF LOT 249, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.18 ACRES  
09-303-0250 ALL OF LOT 250, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.20 ACRES  
09-303-0251 ALL OF LOT 251, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.23 ACRES  
09-303-0252 ALL OF LOT 252, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.23 ACRES  
09-303-0253 ALL OF LOT 253, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.23 ACRES  
09-303-0254 ALL OF LOT 254, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.23 ACRES  
09-303-0255 ALL OF LOT 255, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.23 ACRES  
09-303-0256 ALL OF LOT 256, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.23 ACRES  
09-311-0264 ALL OF LOT 264, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.26 ACRES  
09-311-0265 ALL OF LOT 265, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.26 ACRES  
09-311-0266 ALL OF LOT 266, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.28 ACRES  
09-311-0267 ALL OF LOT 267, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.26 ACRES  
09-311-0268 ALL OF LOT 268, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.27 ACRES

\* AMENDED

09-311-0269 ALL OF LOT 269, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.27 ACRES

09-311-0270 ALL OF LOT 270, ANTELOPE HILL SUB PHASE 2. CONTAINS 0.27 ACRES

09-315-0364 ALL OF LOT 364, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.19 ACRES

09-315-0365 ALL OF LOT 365, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.19 ACRES

09-315-0366 ALL OF LOT 366, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.18 ACRES

09-315-0367 ALL OF LOT 367, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.18 ACRES

09-315-0368 ALL OF LOT 368, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.19 ACRES

09-315-0369 ALL OF LOT 369, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.22 ACRES

09-315-0370 ALL OF LOT 370, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.26 ACRES

09-315-0371 ALL OF LOT 371, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.18 ACRES

09-315-0372 ALL OF LOT 372, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.28 ACRES

09-315-0373 ALL OF LOT 373, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.32 ACRES

09-315-0374 ALL OF LOT 374, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.40 ACRES

09-315-0375 ALL OF LOT 375, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.48 ACRES

09-315-0376 ALL OF LOT 376, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.60 ACRES

09-315-0377 ALL OF LOT 377, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.65 ACRES

09-315-0378 ALL OF LOT 378, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.83 ACRES

09-315-0379 ALL OF LOT 379, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.40 ACRES

09-315-0380 ALL OF LOT 380, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.28 ACRES

09-315-0381 ALL OF LOT 381, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.28 ACRES

09-315-0382 ALL OF LOT 382, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.25 ACRES

09-315-0383 ALL OF LOT 383, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.27 ACRES

09-315-0384 ALL OF LOT 384, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.23 ACRES

**\* AMENDED**

09-315-0385 ALL OF LOT 385, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.23 ACRES

09-315-0386 ALL OF LOT 386, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.23 ACRES

09-315-0387 ALL OF LOT 387, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.33 ACRES

09-315-0388 ALL OF LOT 388, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.23 ACRES

09-315-0389 ALL OF LOT 389, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.23 ACRES

09-315-0390 ALL OF LOT 390, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.29 ACRES

09-315-0391 ALL OF LOT 391, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.23 ACRES

09-315-0392 ALL OF LOT 392, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.23 ACRES

09-315-0393 ALL OF LOT 393, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.30 ACRES

09-315-0394 ALL OF LOT 394, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.20 ACRES

09-315-0395 ALL OF LOT 395, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.18 ACRES

09-315-0396 ALL OF LOT 396, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.23 ACRES

09-315-0397 ALL OF LOT 397, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.23 ACRES

09-315-0398 ALL OF LOT 398, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.18 ACRES

09-315-0399 ALL OF LOT 399, ANTELOPE HILL SUB PHASE 3. CONTAINS 0.20 ACRES

09-338-0401 ALL OF LOT 401, ANTELOPE HILL SUB PHASE 4. CONT. 0.30 ACRES

09-338-0402 ALL OF LOT 402, ANTELOPE HILL SUB PHASE 4. CONT. 0.53 ACRES

09-338-0403 ALL OF LOT 403, ANTELOPE HILL SUB PHASE 4. CONTAINS 0.26 ACRES

09-338-0404 ALL OF LOT 404, ANTELOPE HILL SUB PHASE 4. CONT. 0.26 ACRES  
RESERVING A LIFE ESTATE TO CARA TOOMEY

09-338-0405 ALL OF LOT 405, ANTELOPE HILL SUB PHASE 4. CONT. 0.23 ACRES

09-338-0406 ALL OF LOT 406, ANTELOPE HILL SUB PHASE 4. CONT. 0.35 ACRES

09-338-0407 ALL OF LOT 407, ANTELOPE HILL SUB PHASE 4. CONT. 1.08 ACRES

09-338-0408 ALL OF LOT 408, ANTELOPE HILL SUB PHASE 4. CONT. 0.29 ACRES

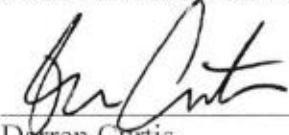
09-338-0409 ALL OF LOT 409, ANTELOPE HILL SUB PHASE 4. CONT. 0.29 ACRES

09-338-0410 ALL OF LOT 410, ANTELOPE HILL SUB PHASE 4. CONT. 0.33 ACRES

Exhibit A: RESOLUTION 98-33

Exhibit B: AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND ANTELOPE RIDGE INC., A UTAH CORPORATION.

NOTICE FILED BY LAYTON CITY



Darren Curtis  
Deputy Layton City Attorney

STATE OF UTAH )  
:SSS  
DAVIS COUNTY )

The foregoing instrument was acknowledged before me this 6 day of November, 2024  
by Gary Crane, Layton City Attorney.

  
Notary Public

My commission expires:



## EXHIBIT A

### RESOLUTION 98-33

#### A RESOLUTION ADOPTING AND APPROVING AN AGREEMENT FOR THE DEVELOPMENT OF LAND, BETWEEN LAYTON CITY AND DOUBLE J INVESTMENTS, LTD. (JAY & JEAN LOVE); AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, Developer Double J Investment, LTD (Jay & Jean Love), (hereafter "Developer") desires to develop certain property located north of Antelope Drive (2000 North), at approximately 125 East, (hereafter "Project Property") in Layton City; and

WHEREAS, Developer's proposal may necessitate certain zoning and subdivision approvals upon the Project Property 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, particularly addressing the transition between two residential zones; and

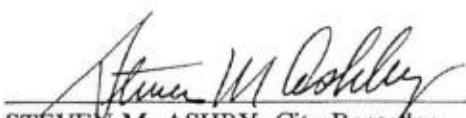
WHEREAS, the City Council has determined it to be in the best interest of the citizens of Layton City to enter into this agreement, to provide changes and improvements to ensure that the Project Property will be developed according to the overall objectives and intent of the City's General Plan and in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

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

1. The agreement entitled "Agreement for Development of Land Between Layton City and Double J Investments, Ltd." is hereby adopted and approved.
2. The Mayor is authorized to execute the Agreement, which is attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 21st day of May, 1997.

ATTEST:

  
STEVEN M. ASHBY, City Recorder



## EXHIBIT B

### AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND ANTELOPE RIDGE INC., A UTAH CORPORATION

THIS AGREEMENT for the development of land (hereinafter referred to as this "Agreement") is made and entered into this 21<sup>st</sup> day of MAY, 1998, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and ANTELOPE RIDGE INC., a Utah Corporation (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 R-1-10 (Residential) to R-1-8 (Residential), of certain property located at approximately 125 East Antelope Drive in Layton City (hereinafter the "Subject Area"); and

WHEREAS, the Subject Area consists of approximately thirty-eight (38) 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 R-1-8 zoning approval on the western eighteen (18) acres of 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, the objective of this Agreement is to facilitate the transition between existing R-1-8 zoned developments and proposed R-1-10 developments. The Parties acknowledge that the current ordinance does not contain the specificity necessary to address the City's concerns, nor to facilitate the Developer's proposal; and

WHEREAS, the Developer's proposal sufficiently addresses the City's concerns, and said proposal is consistent with the City's General Plan; and

WHEREAS, City has determined that entering into the Agreement with Developer 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. "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 Antelope Ridge Inc., a Utah Corporation. The principal office for Developer is 643 East 2625 North, Layton, Utah 84041.

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 R-1-8, 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 R-1-8 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 R-1-10 to R-1-8, 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. In order to facilitate the transition desired by the Developer, which the City is willing to accommodate, Developer will subdivide and develop the property as is reflected in Exhibit "A."

2. If Developer determines that the development depicted in Exhibit "A" requires alteration it shall be subject to the following:

a. Any redrawing or reconfiguration of the subject thirty-eight (38) acres shall not result in an increase in the number of building, lots which is one hundred two (102);

b. The west eighteen (18) acres, to be rezoned to R-1-8, shall serve as the transition area, with smaller lots to the west, increasing in size near the eastern portion thereof.

## 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 Developer agrees not to contest the reversion of the zoning 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 R-1-10.

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. 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: ANTELOPE RIDGE INC.  
643 East 2625 North  
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 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.



ATTEST:

By: Steven M. Ashby

STEVEN M. ASHBY, City Recorder

**LAYTON CITY CORPORATION,**  
a municipal corporation of the State of Utah

By: Jerry Stevenson  
JERRY STEVENSON, Mayor  
Approved as to Form

By: Dary G. Rose  
Date 1/21/99

**DEVELOPER**

Jaydene L. Taylor, President of  
Antelope Ridge, a Corporation.

STATE OF UTAH )  
: ss.  
COUNTY OF DAVIS )

On this 7 day of Jan, 1998, personally appeared before me  
Jaydene L. Taylor, who duly acknowledged to me that she is the Pres  
of ANTELOPE RIDGE INC., and that the document was signed by her in behalf of said  
corporation, and Jaydene L. Taylor acknowledged to me that said corporation executed the  
same.

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

Raelyn H. Reynolds  
NOTARY PUBLIC

