

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

RETURNED
FEB 05 2025

E 3604721 B 8680 P 115-137
KELLY A. SILVESTER
DAVIS COUNTY, UTAH RECORDER
2/5/2025 9:38 AM
FEE 0.00 Pgs: 23
DEP LCC REC'D FOR LAYTON
CITY

Affects Parcel Numbers Noted Herein

**NOTICE OF DEVELOPMENT AGREEMENT
PERTAINING TO WYNDOM SQUARE SHOPPING CENTER, WYNDOM SQUARE
COMMERCIAL SUBDIVISION, WYNDOM SQUARE PRUD, and WYNDOM
HIGHLANDS SUBDIVISION PHASE 3, LAYTON CITY, DAVIS COUNTY, UTAH**

On February 5, 1998 the Layton City Council adopted Resolution 98-06 adopting and approving an agreement for development of land, between Layton City and LANDSTAR DEVELOPMENT, INC. 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.

On December 19, 2002 the Layton City Council adopted Resolution 02-77 adopting and approving the First Addendum to the Development Agreement between Layton City and LANDSTAR DEVELOPMENT. This Notice, recorded in the office of the Davis County Recorder, notifies all current and future property owners of said development agreement and addendum for all designated properties pertaining to development conditions and requirements.

On July 3, 2003 the Layton City Council adopted Resolution 03-47 adopting and approving the Second Addendum to the Development Agreement between Layton City and LANDSTAR DEVELOPMENT. This Notice, recorded in the office of the Davis County Recorder, notifies all current and future property owners of said development agreement and addendum for all designated properties pertaining to development conditions and requirements.

PARCEL 09-331-0103 - ALL OF LOT 101, WYNDOM SQUARE SHOPPING CENTER. CONT. 0.71 ACRES LESS & EXCEPT ANY OF LOT 101 CONTAINED IN THE FOLLOWING DESCRIPTION: A PART OF FINAL PLAT OF WYNDOM SQUARE SHOPPING CENTER, BEING A PART OF THE N 1/2 OF SEC 10-T4N-R1W, SLB&M, MORE PARTLY DESC AS FOLLOWS: BEG AT A PT ON THE S'LY LINE OF STATE HWY 193 AS DESC IN A QC DEED RECORDED IN BK 2557 PG 516 & 517 E# 1545658, SD PT BEING S 00°28'04" W ALG THE SEC LINE 892.93 FT TO THE BEG OF A NON-TANGENT CURVE CONCAVE TO THE N, WITH A RAD OF 5804.65 FT & A RADIAL BEARING OF S 03°54'17" W; & RUN TH E'LY 22.25 FT ALG SD CURVE, THROUGH A CENTRAL ANGLE OF 00°13'11" FR THE N 1/4 COR OF SD SEC 10; TH CONTINUING ALG SD CURVE 112.15 FT THROUGH A CENTRAL ANGLE OF 01°06'25" TO THE W LINE OF CHURCH STR R/W; TH S 02°01'49" W ALG SD W LINE 248.04 FT; TH N 88°44'48" W 108.73 FT; TH N 01°15'12" E 251.70 FT TO THE POB. CONT. 0.64 ACRES TOTAL ACREAGE 0.13 ACRES

PARCEL 09-331-0104 - ALL OF LOT 102, WYNDOM SQUARE SHOPPING CENTER. CONT. 6.45 ACRES LESS & EXCEPT ANY OF LOT 102 CONTAINED IN THE FOLLOWING DESCRIPTION: A PART OF FINAL PLAT OF WYNDOM SQUARE SHOPPING CENTER, BEING A PART OF THE N 1/2 OF SEC 10-T4N-R1W, SLB&M, MORE PARTLY DESC AS FOLLOWS: BEG AT A PT ON THE S'LY LINE OF STATE HWY 193 AS DESC IN A QC DEED RECORDED IN BK 2557 PG 516 & 517 E# 1545658, SD PT BEING S 00°28'04" W ALG THE SEC LINE 892.93 FT TO THE BEG OF A NON-TANGENT CURVE CONCAVE TO THE N WITH A RAD OF 5804.65 FT & A RADIAL BEARING OF S 03°54'17" W; & RUN TH E'LY 22.25 FT ALG SD CURVE THROUGH A CENTRAL ANGLE OF 00°13'11" FR THE N 1/4 COR OF SD SEC 10; TH CONTINUING ALG SD CURVE 112.15 FT THROUGH A CENTRAL ANGLE OF 01°06'25" TO THE W LINE OF CHURCH STR R/W; TH S 02°01'49" W ALG SD W LINE 248.04 FT; TH N 88°44'48" W 108.73 FT; TH N 01°15'12" E 251.70 FT TO THE POB. CONT. 0.64 ACRES TOTAL ACREAGE 6.39 ACRES

PARCEL 09-331-0105 - A PART OF FINAL PLAT OF WYNDOM SQUARE SHOPPING CENTER, BEING A PART OF THE N 1/2 OF SEC 10-T4N-R1W, SLB&M, MORE PARTLY DESC AS FOLLOWS: BEG AT A PT ON THE S'LY LINE OF STATE HWY 193 AS DESC IN A QC DEED RECORDED IN BK 2557, PG 516 & 517, E# 1545658, SD PT BEING S 00°28'04" W ALG THE SEC LINE 892.93 FT, TO THE BEG OF A NON-TANGENT CURVE CONCAVE TO THE N, WITH A RADIUS OF 5804.65 FT & A RADIAL BEARING OF S 03°54'17" W; & RUN TH E'LY 22.25 FT ALG SD CURVE, THROUGH A CENTRAL ANGLE OF 00°13'11" FR THE N 1/4 COR OF SD SEC 10; TH CONTINUING ALG SD CURVE 112.15 FT, THROUGH A CENTRAL ANGLE OF 01°06'25", TO THE W LINE OF CHURCH STR R/W; TH S 02°01'49" W ALG SD W LINE 248.04 FT; TH N 88°44'48" W 108.73 FT; TH N 01°15'12" E 251.70 FT TO THE POB. CONT. 0.64 ACRES

PARCEL 09-364-0001 - ALL OF LOT 1, WYNDOM SQUARE COMMERCIAL SUBDIVISION PHASE 2. CONT. 1.24500 ACRES

PARCEL 09-364-0002 - ALL OF LOT 2, WYNDOM SQUARE COMMERCIAL SUBDIVISION PHASE 2. CONT. 1.31700 ACRES

PARCEL 09-364-0004 - ALL OF LOT 4, WYNDOM SQUARE COMMERCIAL SUBDIVISION PHASE 2. CONT. 0.79500 ACRES

PARCEL 09-425-0001 - ALL OF LOT 3-A, WYNDOM SQUARE COMMERCIAL SUBDIVISION PHASE 2 AMENDED. CONT. 6.39800 ACRES

PARCEL 09-428-0002 - ALL OF UNIT 1, LOT 3-B, WYNDOM SQUARE COMMERCIAL SUBDIVISION PHASE 2 AMENDED

PARCEL 09-428-0003 - ALL OF UNIT 2, LOT 3-B, WYNDOM SQUARE COMMERCIAL SUBDIVISION PHASE 2 AMENDED

PARCEL 09-304-0316 - ALL OF LOT 316, WYNDOM HIGHLANDS PHASE 3. CONTAINS 0.34 ACRES

PARCEL 09-304-0315 - ALL OF LOT 315, WYNDOM HIGHLANDS PHASE 3. CONTAINS 0.32 ACRES

PARCEL 09-304-0314 - ALL OF LOT 314, WYNDOM HIGHLANDS PHASE 3. CONTAINS 0.21 ACRES

PARCEL 09-304-0313 - ALL OF LOT 313, WYNDOM HIGHLANDS PHASE 3. CONTAINS 0.22 ACRES

PARCEL 09-304-0312 - ALL OF LOT 312, WYNDOM HIGHLANDS PHASE 3. CONTAINS 0.27 ACRES

PARCEL 09-304-0311 - ALL OF LOT 311, WYNDOM HIGHLANDS PHASE 3. CONTAINS 0.30 ACRES

PARCEL 09-304-0310 - ALL OF LOT 310, WYNDOM HIGHLANDS PHASE 3. CONTAINS 0.26 ACRES

PARCEL 09-304-0309 - ALL OF LOT 309, WYNDOM HIGHLANDS PHASE 3. CONTAINS 0.22 ACRES

PARCEL 09-304-0308 - ALL OF LOT 308, WYNDOM HIGHLANDS PHASE 3. CONTAINS 0.34 ACRES

PARCEL 09-304-0301 - ALL OF LOT 301, WYNDOM HIGHLANDS PHASE 3. CONTAINS 0.26 ACRES

PARCEL 09-304-0302 - ALL OF LOT 302, WYNDOM HIGHLANDS PHASE 3. CONTAINS 0.26 ACRES

PARCEL 09-304-0303 - ALL OF LOT 303, WYNDOM HIGHLANDS PHASE 3. CONTAINS 0.25 ACRES

PARCEL 09-304-0304 - ALL OF LOT 304, WYNDOM HIGHLANDS PHASE 3. CONTAINS 0.26 ACRES

PARCEL 09-304-0305 - ALL OF LOT 305, WYNDOM HIGHLANDS PHASE 3. CONTAINS 0.25 ACRES

PARCEL 09-304-0306 - ALL OF LOT 306, WYNDOM HIGHLANDS PHASE 3. CONTAINS 0.22 ACRES

PARCEL 09-304-0307 - ALL OF LOT 307, WYNDOM HIGHLANDS PHASE 3. CONTAINS 0.27 ACRES

PARCEL 09-306-0101 - ALL OF LOT 101, WYNDOM SQUARE PRUD PHASE 1. CONTAINS 0.13 ACRES

PARCEL 09-306-102 - ALL OF LOT 102, WYNDOM SQUARE PRUD PHASE 1. CONTAINS 0.14 ACRES

PARCEL 09-306-0103 - ALL OF LOT 103, WYNDOM SQUARE PRUD PHASE 1. CONTAINS 0.17 ACRES

PARCEL 09-306-0104 - ALL OF LOT 104, WYNDOM SQUARE PRUD PHASE 1. CONTAINS 0.09 ACRES

PARCEL 09-306-0105 - ALL OF LOT 105, WYNDOM SQUARE PRUD PHASE 1. CONTAINS 0.11 ACRES

PARCEL 09-306-0106 - ALL OF LOT 106, WYNDOM SQUARE PRUD PHASE 1. CONTAINS 0.10 ACRES

PARCEL 09-306-0107 - ALL OF LOT 107, WYNDOM SQUARE PRUD PHASE 1. CONTAINS 0.14 ACRES

PARCEL 09-306-0108 - ALL OF LOT 108, WYNDOM SQUARE PRUD PHASE 1. CONTAINS 0.10 ACRES

PARCEL 09-306-0109 - ALL OF LOT 109, WYNDOM SQUARE PRUD PHASE 1. CONTAINS 0.12 ACRES

PARCEL 09-306-0110 - ALL OF LOT 110, WYNDOM SQUARE PRUD PHASE 1. CONTAINS 0.15 ACRES

PARCEL 09-306-0111 - ALL OF LOT 111, WYNDOM SQUARE PRUD PHASE 1. CONTAINS 0.22 ACRES

PARCEL 09-306-0112 - ALL OF LOT 112, WYNDOM SQUARE PRUD PHASE 1. CONTAINS 0.12 ACRES

PARCEL 09-306-0113 - ALL OF LOT 113, WYNDOM SQUARE PRUD PHASE 1. CONTAINS 0.10 ACRES

PARCEL 09-306-0114 - ALL OF LOT 114, WYNDOM SQUARE PRUD PHASE 1. CONTAINS 0.10 ACRES

PARCEL 09-306-0115 - ALL OF LOT 115, WYNDOM SQUARE PRUD PHASE 1.
CONTAINS 0.15 ACRES

PARCEL 09-306-0116 - ALL OF LOT 116, WYNDOM SQUARE PRUD PHASE 1.
CONTAINS 0.21 ACRES

PARCEL 09-306-0117 - ALL OF LOT 117, WYNDOM SQUARE PRUD PHASE 1.
CONTAINS 0.10 ACRES

PARCEL 09-306-0118 - ALL OF LOT 118, WYNDOM SQUARE PRUD PHASE 1.
CONTAINS 0.12 ACRES

PARCEL 09-306-0119 - ALL OF LOT 119, WYNDOM SQUARE PRUD PHASE 1.
CONTAINS 0.12 ACRES

PARCEL 09-306-0120 - COMMON AREA OF WYNDOM SQUARE PRUD PHASE 1.
CONTAINS 0.36 ACRES (THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS
FOR REFERENCE PURPOSES ONLY AND THIS PARCEL IS NOT TO BE CONSTRUED
AS A SEPARATELY TAXABLE PARCEL OF LAND.)

PARCEL 09-306-0121 - COMMON AREA OF WYNDOM SQUARE PRUD PHASE 1.
CONTAINS 0.89 ACRES (THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS
FOR REFERENCE PURPOSES ONLY AND THIS PARCEL IS NOT TO BE CONSTRUED
AS A SEPARATELY TAXABLE PARCEL OF LAND.)

Exhibit A: RESOLUTION 98-06

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

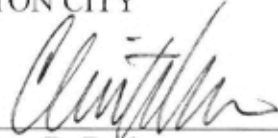
Exhibit C: RESOLUTION 02-77

Exhibit D: FIRST AMENDMENT TO AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN
LAYTON CITY AND LANDSTAR DEVELOPMENT

Exhibit E: RESOLUTION 03-47

Exhibit F: SECOND AMENDMENT TO AGREEMENT FOR DEVELOPMENT OF LAND
BETWEEN LAYTON CITY AND LANDSTAR DEVELOPMENT

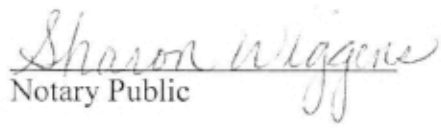
NOTICE FILED BY LAYTON CITY



Clinton R. Drake
Layton City Attorney

STATE OF UTAH)
 :SSS
DAVIS COUNTY)

The foregoing instrument was acknowledged before me this 29th day of January, 2025
by Clinton R. Drake, Layton City Attorney.


Notary Public

My commission expires.

SCANNED

3604721
BK 8680 PG 121

EXHIBIT A

APR 14 2006

RESOLUTION 98-06

A RESOLUTION ADOPTING AND APPROVING AN AGREEMENT FOR THE DEVELOPMENT OF LAND, BETWEEN LAYTON CITY AND DEVELOPER LANDSTAR DEVELOPMENT, INC. (GARY WRIGHT); AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, Developer Landstar Development, Inc. (Gary Wright), (hereafter "Developer") desires to develop certain property located near the southwest corner of Church Street and Highway 193 at approximately 1200 East and 2700 North (hereafter "Project Property") in Layton City; and

WHEREAS, Developer's proposal may necessitate certain annexation, 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 infrastructure development on the Project 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 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 Landstar Development, Inc. (Gary Wright)" 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 5th day of February, 1998.

ATTEST:


STEVEN M. ASHBY, City Recorder


JERRY STEVENSON, Mayor



Layton City Recorder
437 North Wasatch Dr.
Layton, Utah 84041

3604721
BK 8680 PG 122

EXHIBIT B

**AGREEMENT FOR DEVELOPMENT OF LAND
BETWEEN LAYTON CITY AND LANDSTAR DEVELOPMENT,
A LIMITED LIABILITY CORPORATION (L.L.C.)**

THIS AGREEMENT for the development of land (hereinafter referred to as this "Agreement") is made and entered into this 5th day of January, 1998, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and LANDSTAR DEVELOPMENT, an L.L.C., (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 a petition for annexation and considered an application for a zone change from the present zoning of A (Agricultural) to R-1-8 (Single Family Residential), R-1-6 (PRUD)(Single Family Residential), and CP-1 (Neighborhood Commercial), of certain property located at approximately SR 193 and Church Street in Layton City (hereinafter the "Subject Area"); and

WHEREAS, the Subject Area consists of approximately 25.08 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, R-1-6 (PRUD), and CP-1 zoning approvals 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.

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 Landstar Development, an L.L.C. The principal office for Developer is 1597 North Woodland Park Drive, 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, R-1-6 (PRUD), and CP-1, 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 R-1-8, R-1-6 (PRUD), and CP-1 zoning designations, to those listed herein, respectively.

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 A to R-1-8, R-1-6 (PRUD), and CP-1, 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 respective zoning designations; and
- b. Uses as restricted pursuant to the PRUD conditions.

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, at a minimum, the required landscaping for the respective zoning designations. In addition, the Developer shall not place any use upon the property which requires any outdoor storage. Outdoor storage shall be defined as storage of any item or material outside of the four (4) walls of a covered building, including but limited to gravel, wood chips, automobiles (other than daily parking), machinery, appliances, and other similar items.

3. Developer must perform as follows:

- a. Construct a storm water retention basin, on the Subject Property, with a discharge restricted to 0.2 cfs per acre;
- b. Extend the sanitary sewer and culinary water lines from Wyndom Highland to the Subject Area only through public streets; and
- c. Conduct a preliminary traffic study at the intersection of SR 193 and Church Street to determine that status thereof for evaluating whether it warrants a traffic signal light.

4. Developer agrees that construction on the site will be delayed until the culinary water line construction along SR 193 is brought to the subject site. This is currently scheduled for construction in 1998. Developer agrees that until the site is serviced by this line, any on site work would be limited to grading, installing subsurface utility lines and facilities, excavation, and any work towards the building of roads and rights-of-way. Developer agrees that no work may begin, in any form, on any structures (including footings) with the exception of excavation.

**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, R-1-6 (PRUD), and CP-1 to A.

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: LANDSTAR DEVELOPMENT
1597 North Woodland Park Drive
Layton, Utah 84041
801/775-8853
801/775-8949 (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

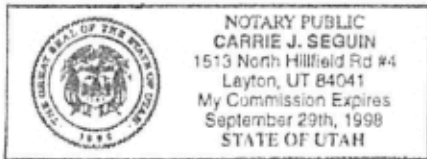
DEVELOPER

LANDSTAR DEVELOPMENT,
an L.L.C.
By: [Signature]
Its: [Signature]

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 5th day of FEBRUARY, 1998, personally appeared before me GARY M. WRIGHT who duly acknowledged to me that he is the _____ of Landstar Development, and that the document was signed by him in behalf of said L.L.C., and GARY M. WRIGHT acknowledged to me that said L.L.C. executed the same.

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



Carrie J. Seguin
NOTARY PUBLIC

FEB 13 2006

RESOLUTION 02-77

FIRST AMENDMENT TO THE AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND LANDSTAR DEVELOPMENT, A LIMITED LIABILITY CORPORATION (L.L.C.).

WHEREAS, an application for development on the southwest corner of Highway 193 and Church Street was submitted by Landstar Development, hereinafter "Developer", and was received by Layton City, hereinafter "City"; and

WHEREAS, the City determined that in conjunction with the development it was in the best interest of the health and safety of the City to enter into an agreement that regulates the land uses, utilities, and traffic circulation associated with the Subject Area; and

WHEREAS, the Developer and the City recognize that the development the Subject Area can be more efficiently accomplished with the proposed improvements to the access and traffic circulation for the Subject Area; and

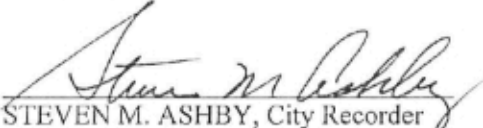
WHEREAS, the Planning Commission has reviewed the proposed amendments to the development agreement and has recommended approval of said amendments.

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

1. That the First Amendment to the Agreement for Development of Land Between Layton City and Landstar Development, a Limited Liability Corporation (L.L.C.), which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor be authorized to execute the Amendment and all documents pertaining to this Resolution.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 19th day of December, 2002.

ATTEST:


 STEVEN M. ASHBY, City Recorder


 JERRY STEVENSON, Mayor



**FIRST AMENDMENT TO THE AGREEMENT FOR DEVELOPMENT OF LAND
BETWEEN LAYTON CITY AND LANDSTAR DEVELOPMENT,
A LIMITED LIABILITY CORPORATION (L.L.C.)**

**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 A to R-1-8, R-1-6 (PRUD), and CP-1, 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.

The City shall approve two driveways for access to the development from Highway 193 as shown in "Exhibit B". The westerly driveway to have full turning movement access and the easterly driveway to be right-in/right-out only. The location of the driveways shall be subject to approval by Planning Commission as recommended by the City Engineer.

**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 respective zoning designations; and
 - b. Uses as restricted pursuant to the PRUD conditions.

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, at a minimum, the required landscaping for the respective zoning designations. In addition, the Developer shall not place any use upon the property which requires any outdoor storage. Outdoor storage shall be defined as storage of any item or material outside of the four (4) walls of a covered building, including but limited to gravel, wood chips, automobiles (other than daily parking), machinery, appliances, and other similar items. Developer must perform as follows:
 - a. Construct a storm water retention basin, on the Subject Property, with a discharge restricted to 0.2 cfs per acre;
 - b. Extend the sanitary sewer and culinary water lines from Wyndom Highland to the Subject Area only through public streets.
 - c. Conduct a preliminary traffic study at the intersection of SR 193 and Church Street to determine that status thereof for evaluating whether it warrants a traffic signal light;
 - d. Developer agrees to participate in the construction of a traffic signal at the intersection of Highway 193 and North Hills Drive. Said participation shall be as determined by the Layton City Engineer.

e. Developer will conduct a second traffic study, which shall analyze the access to the proposed development between the proposed traffic signal at Highway 193 and North Hills Drive, and the existing traffic signal at Highway 193 and Church Street. Said study shall address the safety of the proposed full access driveway and the "right-in/right-out" driveway as shown in "Exhibit B" which is attached to and a part of this amended agreement. The additional traffic study shall be done by a licensed engineer recognized in the field of traffic engineering. The study shall be reviewed and approved by the Layton City Engineer.

f. Developer shall be responsible to obtain all permits required by the Utah Department of Transportation for improvements and access to Highway 193.

4. Developer agrees that construction on the site will be delayed until the culinary water line construction along SR 193 is brought to the subject site. This is currently scheduled for construction in 1998. Developer agrees that until the site is serviced by this line, any on site work would be limited to grading, installing subsurface utility lines and facilities, excavation, and any work towards the building of roads and rights-of-way. Developer agrees that no work may begin, in any form, on any structures (including footings) with the exception of excavation.

IN WITNESS WHEREOF, the Parties have cause this First Amendment to the 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:
Steven M Ashby
STEVEN M ASHBY, City Recorder



APPROVED AS TO FORM:
Gary R. Crane
GARY CRANE, City Attorney

LANDSTAR DEVELOPMENT L.L.C.
Wayne Belleau
Jim Wright
Title: Member

Title: _____

Signed in my presence this 26th day of December, 2002, by
Gary M. Wright and Wayne Belleau



Suzanne Sase
Notary

**FUTURE
RETAIL AND
OFFICE**

LOT 1
9.87 AC.

SITE DATA	
GROSS SITE AREA	17,022 AC.
PROPOSED LOT 1	873 AC.
PROPOSED LOT 2	8,488 AC.
PROPOSED LOT 3	9,218 AC.
TOTAL AREA	17,579 AC.
TOTAL AREA	17,579 AC.
PROPOSED LOT 1	873 AC.
PROPOSED LOT 2	8,488 AC.
PROPOSED LOT 3	9,218 AC.
TOTAL AREA	17,579 AC.
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PROPOSED LOT 1	873 AC.
PROPOSED LOT 2	8,488 AC.
PROPOSED LOT 3	9,218 AC.
TOTAL AREA	17,579 AC.

**EXISTING
CP-1 ZONING**

**EXISTING
R-1-B ZONING**

STATE HIGHWAY 193

NOT IN
LAYTON CITY

WEBER
BASIN
WATER
PUMPHOUSE

**EXISTING
CP-1 ZONING**

**EXISTING FIRE STATION
CP-1 ZONING**

CHURCH STREET

**EXISTING
R-1-B ZONING**

PROPOSED SINGLE-UNIT DETACHED RESIDENTIAL	PROPOSED SINGLE-UNIT ATTACHED RESIDENTIAL
PROPOSED MULTI-UNIT ATTACHED RESIDENTIAL	PROPOSED MULTI-UNIT DETACHED RESIDENTIAL
PROPOSED HEAVY DUTY COMMERCIAL	PROPOSED MEDIUM DENSITY COMMERCIAL
PROPOSED OFFICE COMMERCIAL	PROPOSED PROFESSIONAL OFFICE COMMERCIAL
PROPOSED RETAIL COMMERCIAL	PROPOSED OFFICE/PROFESSIONAL OFFICE COMMERCIAL
PROPOSED PUBLIC OFFICE COMMERCIAL	PROPOSED OFFICE/PROFESSIONAL OFFICE COMMERCIAL
PROPOSED OFFICE/PROFESSIONAL OFFICE COMMERCIAL	PROPOSED OFFICE/PROFESSIONAL OFFICE COMMERCIAL
PROPOSED OFFICE/PROFESSIONAL OFFICE COMMERCIAL	PROPOSED OFFICE/PROFESSIONAL OFFICE COMMERCIAL
PROPOSED OFFICE/PROFESSIONAL OFFICE COMMERCIAL	PROPOSED OFFICE/PROFESSIONAL OFFICE COMMERCIAL
PROPOSED OFFICE/PROFESSIONAL OFFICE COMMERCIAL	PROPOSED OFFICE/PROFESSIONAL OFFICE COMMERCIAL

NOTE: SEE SHEET 878 FOR SIGNALS DETAILS



SCALE: 1" = 40'

81

SCANNED

3604721
BK 8680 PG 134

JAN 25 2005

RESOLUTION 03-47

SECOND AMENDMENT TO THE AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND LANDSTAR DEVELOPMENT, A LIMITED LIABILITY CORPORATION (L.L.C.).

WHEREAS, an application for development on the southwest corner of Highway 193 and Church Street was submitted by Landstar Development, hereinafter "Developer", and was received by Layton City, hereinafter "City"; and

WHEREAS, the City determined that in conjunction with the development it was in the best interest of the health and safety of the City to enter into an agreement that regulates the land uses, utilities, and traffic circulation associated with the Subject Area; and

WHEREAS, the Developer and the City recognize that the development the Subject Area can be more efficiently accomplished with the proposed improvements to the access and traffic circulation for the Subject Area; and

WHEREAS, the Planning Commission has reviewed the proposed amendments to the development agreement and has recommended approval of said amendments.

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

SECTION I: That the Second Amendment to the Agreement for Development of Land Between Layton City and Landstar Development, a Limited Liability Corporation (L.L.C.), which is attached hereto and incorporated herein by this reference, be adopted and approved.

SECTION II: That the Mayor be authorized to execute the Amendment and all documents pertaining to this Resolution.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 3rd day of July, 2003.

ATTEST:



Thieda Wellman
THIEDA WELLMAN, Deputy Recorder

Stephen Handy
JERRY STEVENSON, Mayor
Stephen Handy, Mayor Pro-Tem

SECOND AMENDMENT TO THE AGREEMENT FOR DEVELOPMENT OF LAND
BETWEEN LAYTON CITY AND LANDSTAR DEVELOPMENT,
A LIMITED LIABILITY CORPORATION (L.L.C.)

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 A to R-1-8, R-1-6 (PRUD), and CP-1, 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.

The City shall approve two driveways for access to the development from Highway 193 as shown in "Exhibit B". Both driveways shall be constructed as "3/4" movement accesses which will allow right turns in and out; and, left turns into each driveway. The driveways shall be constructed in a manner, which will prohibit left turns out of each driveway. The location of the driveways shall be subject to approval by the Planning Commission as recommended by the City Engineer.

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 respective zoning designations; and
 - b. Uses as restricted pursuant to the PRUD conditions.

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, at a minimum, the required landscaping for the respective zoning designations. In addition, the Developer shall not place any use upon the property which requires any outdoor storage. Outdoor storage shall be defined as storage of any item or material outside of the four (4) walls of a covered building, including but limited to gravel, wood chips, automobiles (other than daily parking), machinery, appliances, and other similar items.

3. Developer must perform as follows:
 - a. Construct a storm water retention basin, on the Subject Property, with a discharge restricted to 0.2 cfs per acre;
 - b. Extend the sanitary sewer and culinary water lines from Wyndom

Highland to the Subject Area only through public streets; and,

- c. Developer agrees to complete a design of the intersection of North Hills Drive and Highway 193. The design shall be approved by the City Engineer and the Utah Department of Transportation and shall include complete geometrics and signal design for the intersection. The developer shall not be required to construct any improvements associated with the signalization or linking the North Hills signal to the Church Street signal.
- d. Developer shall be responsible to obtain all permits required by the Utah Department of Transportation for improvements and access to Highway 193.
- e. Developer will install an asphalt drive across Lot 1 connecting Lot 2 to North Hills Drive. Said drive will be constructed with the first approved building(s) on Lot 1. The lot numbers are reflected in "Exhibit B".

IN WITNESS WHEREOF, the Parties have cause this Second Amendment to the Agreement to be executed by their duly authorized representatives effective as of the 3rd day of July, 2003.

LAYTON CITY CORPORATION
A municipal corporation of the State of Utah



By: Jerry Stevenson
JERRY STEVENSON, Mayor

ATTEST:

Thieda Wellman
STEVEN M ASHBY, City Recorder
Thieda Wellman

APPROVED AS TO FORM

GARY CRANE, City Attorney

LANDSTAR DEVELOPMENT L.L.C.

Gay M. Wright
Title: member

Wayne Bellon
Title: member

Signed in my presence this 27th day of August, 2003, by
Gay M. Wright and Wayne Bellon
Suzanne Sase
Notary

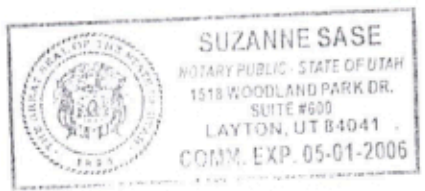


Exhibit B

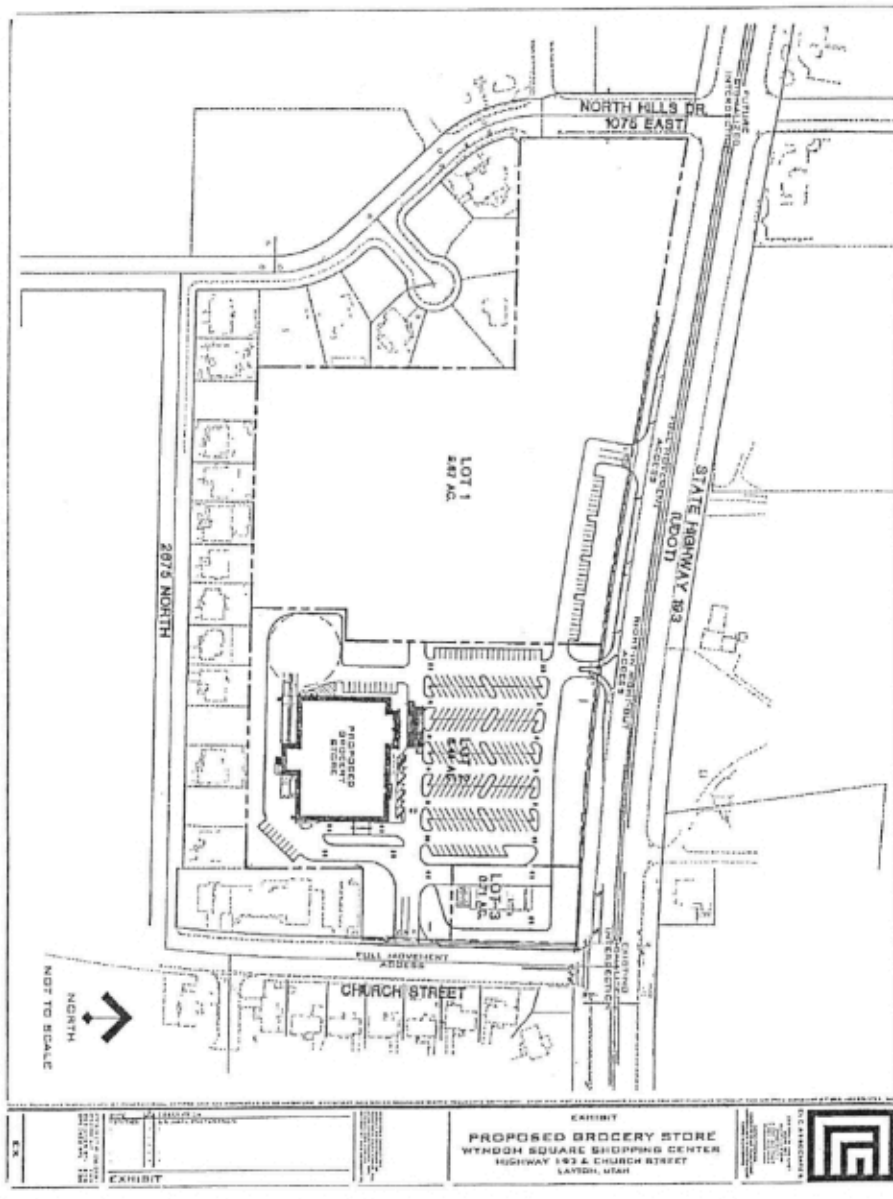


EXHIBIT
 PROPOSED GROCERY STORE
 WYNDOM SQUARE SHOPPING CENTER
 HIGHWAY 193 & CHURCH STREET
 LAYTON, UTAH

