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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/28/2012 12:35 PM
FEE \$0.00 Pgs: 20
DEP RT REC'D FOR LAYTON CITY CORP

**AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN
LAYTON CITY AND BARLOW CORPORATION,
275 NORTH KING STREET**

Please return original to Layton City Corporation,
c/o Julie Jewell
437 North Wasatch Drive
Layton, UT 84041

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND
BARLOW CORPORATION, 275 NORTH KING STREET**

THIS AGREEMENT for the development of land (hereinafter referred to as this "Agreement") is made and entered into this 17th day of MAY, 2012, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and BARLOW CORPORATION (hereinafter referred to as "Owner"), with 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 approved an application for a zone change from A (Agriculture) to M-2 (Heavy Manufacturing Industrial), of certain property located at approximately 275 North King Street in Layton City (hereinafter the "Subject Area"); and

WHEREAS, the Subject Area consists of approximately 9.56 acres and is depicted on Exhibit "A" attached hereto (hereinafter "Exhibit A"); and

WHEREAS, Owner is the owner of the above described property but has not presented a proposal for development of the Subject Area to the City; and

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

WHEREAS, City has granted M-2 zoning approval on the Subject Area, subject to Owner agreeing to certain limitations and undertakings described herein, which Agreement will improve compatibility to surrounding residential neighborhoods and will enable the City Council to consider the approval of this rezoning at this time; and

WHEREAS, it is anticipated that the property that is the subject of this rezone, will be transferred by sale or otherwise, to The Kroger Co. for the purpose of development and that the subsequent Owner will be bound by all of the terms and conditions of this Agreement; and

WHEREAS, should the transfer of the subject property not occur, the Barlow Corporation agrees, under the terms of this Agreement, not to object to the reversion of the zoning to the same zoning that existed on the property prior to this rezone; and

WHEREAS, City finds that entering into the Agreement with Owner 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:

- 1.1 "Owner's Property" shall mean that property owned by BARLOW CORPORATION and all future successors in title.
- 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 "Owner" shall mean BARLOW CORPORATION. The principal office for Owner is 377 North Main Street, Layton, Utah 84041.
- 1.4 "Owner'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.
- 1.7 "Zoning Ordinance" shall mean Title 19 of the Layton Municipal Code as currently adopted.

**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 use the property in accordance with all permissible uses per the Zoning Ordinance, except for those uses specifically listed in Article 4.1 herein.

**ARTICLE III
CITY'S UNDERTAKINGS**

- 3.1 Subject to the satisfaction of the conditions set forth in Section 2.2 and Article II, City shall approve the rezone of the Subject Area from its present zoning of A to M-2 with an effective date of no sooner than the effective date and adoption of this Agreement by the City Council. Any rezoning 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.
- 3.2 The proposed zoning changes are as reflected on Exhibit "A", in that the property located at approximately 275 North King Street is proposed for M-2 zoning, which constitutes approximately 9.56 acres.

**ARTICLE IV
OWNERS'S UNDERTAKINGS**

Conditioned upon City's performance of its undertakings set forth in Article III with regard to zoning of the Subject Area Owner agrees to the following:

- 4.1. Owner agrees to restrict development of the Subject Area by agreeing that the primary use of the Subject Area will not be for any use highlighted in yellow as depicted on Exhibit "B". If other uses are desired, that are not specifically enumerated in Exhibit "B", which is attached hereto and incorporated herein by this reference, Owner agrees to seek amendment of this Agreement before pursuing the development of those uses. Minor variations in the interpretations of the uses that may be allowed pursuant to the terms of this Agreement, may be made administratively by the Community Development Director.
- 4.2 The development or initiation of any use on this property may only be pursued upon receiving the necessary approvals as set forth in the City's ordinances.
- 4.3 Upon any development or change of use on the Subject Area, Owner agrees to abide by the regulations and requirements of the M-2 zoning designation, with the following exceptions:

- 4.3.1 Minimum building setbacks and landscape buffers described below are represented on the maps as depicted in Exhibits "C" and "E" attached hereto. Setbacks shown in Exhibit "C" are applicable only if Exhibit "D" (Landscape Buffer with Truck Parking Alternative) is selected.
- 4.3.2 The minimum landscape setback along King Street shall be at least 20' in width.
- 4.3.3 The minimum landscape buffer, berm and masonry or decorative concrete wall along 275 North shall be designed and installed as shown in the alternatives depicted in Exhibits "D" & "F" depending on the location of truck parking/circulation, and building location. The details of the King Street and 275 North buffer areas shall be submitted, reviewed and approved as part of the landscape plan and site plan for development of the Subject Area.
- 4.3.4 Building height restrictions are illustrated on Exhibits "E" and "F." All height restrictions are based on setbacks from the property lines adjacent to King Street and 275 North.
- 4.3.5 In addition to the exterior masonry requirements of Section 19.13.060 of the Layton Municipal Code, any building façade located within 99 feet of 275 North with a maximum height of 30 feet as depicted on Exhibit "F" shall include additional masonry materials (brick, stucco, rock, concrete, embossed or textured architectural wall panels, etc.) on the remainder of the facade facing 275 North Street.
- 4.3.6 Subject to compliance with Layton City Codes and Regulations, the Subject Area will have two (2) points of access along King Street, one of which shall be a full movement access. Final locations of access points on King Street will be determined during site plan review and approval process.
- 4.3.7 Access along the 275 North frontage shall be for emergency purposes only and be limited to one access point as approved by the City Engineer and Fire Marshall.
- 4.3.8 All truck traffic to and from the Subject Area shall be provided from King Street and be directed to the north towards 500 North in order to keep truck traffic from away from Gentile Street, except in cases of emergency or when restriction would impair the normal operation of the facility.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

- 5.1 Issuance of Permits - Owner. Owner, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owner's Undertakings and shall make application for such permits directly to the Layton City Community and Economic Development Department and other appropriate departments and agencies having authority to issue such permits in connection with the performance of Owner's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

**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 Owner agrees that in addition to any other remedies available to the City under this Agreement of under State and Local law, the City shall be entitled to specific performance of the requirements of Owner defined herein.
- 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, lockouts, 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 Extensions. 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 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.
- 6.5 Appeals. If the Owner desires to appeal a determination made hereunder by Staff, said appeal shall be to the Planning Commission, whose decision shall be final. If the appeal is regarding the interpretation of this Agreement the appeal shall be to the City Council with a recommendation from the Planning Commission and Staff.

**ARTICLE VII
GENERAL PROVISIONS**

- 7.1 Successors and Assigns of Owner. This Agreement shall be binding upon Owner and its

successors and assigns. Unless otherwise set forth herein, the term "Owner" used in this Agreement shall mean and include the successors and assigns of Owner. If the Barlow Corporation does not transfer the property contained within the Subject Area to The Kroger Co. within one year after the signing of this Agreement, the City may seek to rezone the property back to the zoning designation that existed prior to the date of this Agreement. The Barlow Corporation expressly agrees not to challenge or protest any action taken by the City to seek the rezone back to the zoning that existed prior to the date of this Agreement. This Agreement shall terminate upon the occurrence of such a rezone back to the prior zoning.

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: BARLOW CORPORATION
377 North Main Street
Layton, Utah 84041

To City: LAYTON CITY CORPORATION
437 North Wasatch Drive
Layton, Utah 84041
Attn: Alex R. Jensen, City Manager
801/336-3800, 801/336-3811 (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.

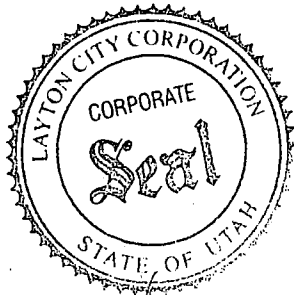
7.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the Parties.

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. This Agreement shall be terminated upon the occurrence identified in paragraph 7.1, or by mutual agreement of the parties or, in the event that the City subsequently changes the zoning of the property that is within the Subject Area by agreement of the Parties.
- 7.9 Recordation. This Agreement shall be recorded by the City in reference to the property, and shall run with the land and be binding upon all successors in interest of the property.
- 7.10 Exhibits. The following Exhibits are attached and form a part of this Agreement:
- Exhibit "A" - Description of Subject Area
 - Exhibit "B" - Tables 6-1 and 6-2, Land Uses excluded from M-2 Zone
 - Exhibit "C" - Map of Landscape Buffers/Building Setbacks with Truck Parking Alternative closest to 275 North
 - Exhibit "D" - 275 North Landscape Buffer with Truck Parking Alternative
 - Exhibit "E" - Map of Landscape Buffers/Building Setbacks with Building Alternative Closest to 275 North
 - Exhibit "F" - 275 North Landscape Buffer with Building Alternative
- 7.11 This Agreement is not intended to, nor shall it, limit or restrict any real property other than the Subject Area.

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: 
J. STEPHEN CURTIS, Mayor

ATTEST:

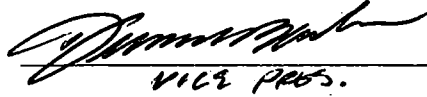
By: 
THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

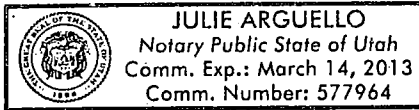

GARY CRANE, City Attorney

Signed by

DUNCAN E. BARLOW
BARLOW CORPORATION


VICE PRES.

Subscribed and sworn to before me this 8th day of June, 201112




Notary

EXHIBIT "A"

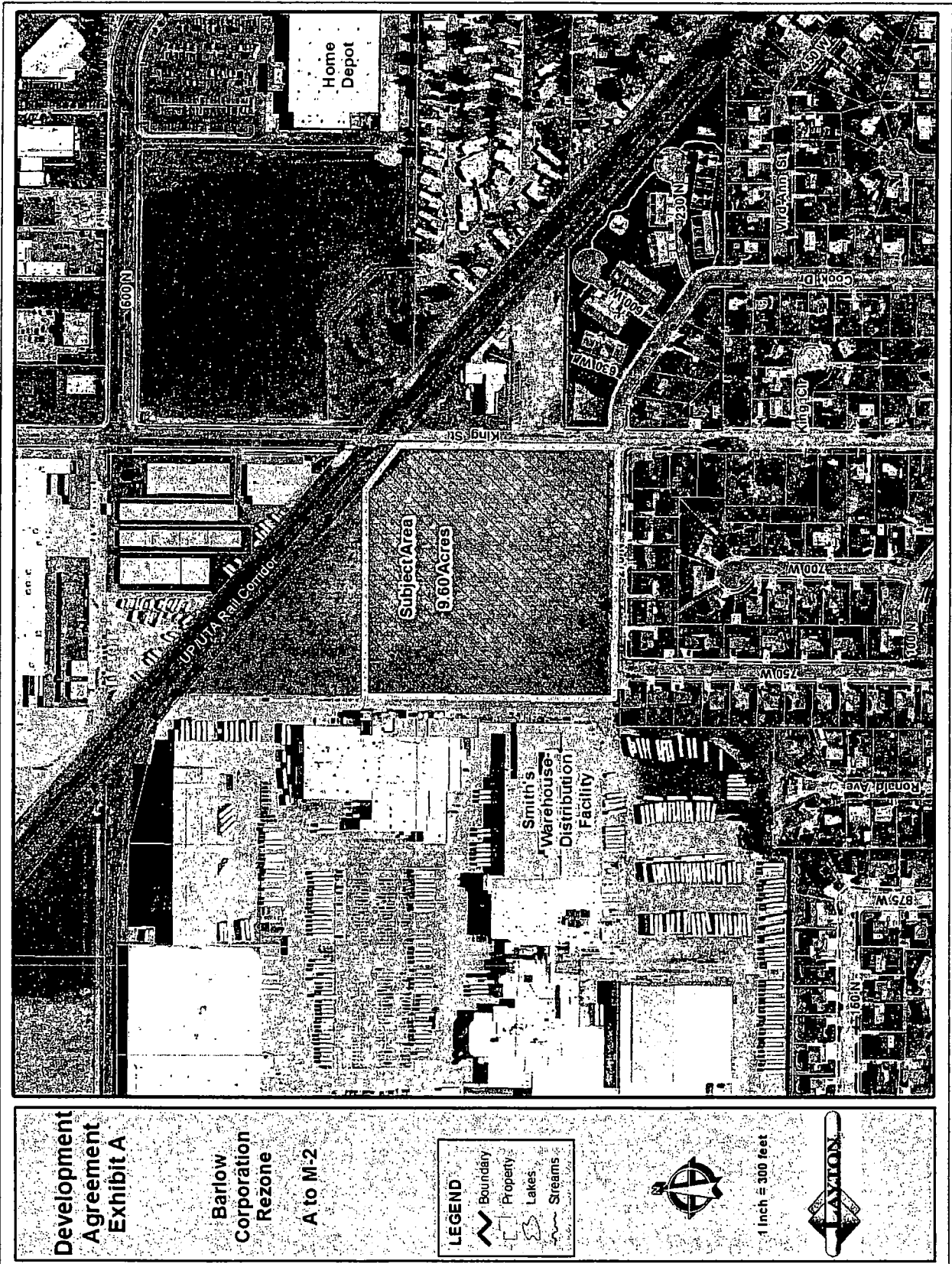


EXHIBIT "B"

TABLE OF LAND USE REGULATIONS

	TABLE 6-1										TABLE 6-2									
	A	R-S	R-1-5	R-1-8	R-1-10	R-MH	R-2	R-MI	R-MD	R-H	B-1D	P-B	CP-1	CP-2	CP-3	C-H	M-1	MU	MU-TOD	
RESIDENTIAL / DOMESTIC																				
Accessory Farm Bldg.	P	C																		
Accessory Residential Dwelling Unit	C	C	C	C	C	C	C	C	C											
Accessory Bldg.	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Boarding/Rooming House	C						C	C	C										C	
Community Center							C	C	C		P	P	P	P	C				C	
Dormitory							C	C	C						C					
Dwelling, Multiple Unit							P	P	P										C	
Dwelling, 2 Unit							P	P	P										C	
Dwelling, 1 Unit Attached (SF-A)		C	C	C	C		P	P	P										C	
Dwelling, 1 Unit Detached (SF-D)	P	P	P	P	P		P	P	P										C	
Fraternity/Sorority House							C	C	C						C					
Household Pets	P	P	P	P	P	P	P	P	P										P	
Mobile Home Park						C														
Off-Street Parking Inc. to Main Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Secondary Residential Unit											C	C	C	C	C	P	P	C	C	
Model Homes	P	P	P	P	P	P	P	P	P											
Temporary Sales Office	C	C	C	C	C	C	C	C	C											
INSTITUTIONAL/CIVIC AND SPECIAL SERVICES																				
Airport, Heliport																	C	E		
Cemetery, Mausoleum	C	C	C	C	C	C	C	C	C		C									
Charter School	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Church/Temple/Rectory	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
College or University	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C					
Commercial School										C	C	P	P	P	P				P	
Community Use	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	C	C	
Convent, Monastery or other Dwl. Group for Religious Community	C	C					C	C	C		C	C	C	C	C				C	
Day Care Center							C	C	C	C	C	C	P	P	C				C	
Foster Home	C	C					C	C	C				C							
Fraternal/Benevolent Society									C			C	P	P	C					
Halfway House or Similar Facility for Alcoholic, Narcotic, Psychiatric, Patients or Felons and Delinquents														C	C					
Home for Elderly, Elderly Apartment							C	C	C	C	C	C	C						P	
Hospital (Acute Care)									C	C	C	C	C	C	C				C	
Religious or Philanthropic Institution	C	C	C	C	C	C	C	C	C	C	P	P	P	P	P				P	
Library, Art Gallery, Museum							C	C	C	C	P	P	P	P	P				P	
Nursing Home							C	C	C	C	C								C	
Park, Playground, Fairground	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Private/Quasi-Public School	C	C	C	C	C	C	C	C	C	C	C								C	
Private Country Club	C	C					C	C	C	C	C	C	C	C	C	C			C	
Public Admin. Offices	C	C	C	C	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P	
Public School	C	C	C	C	C	C	C	C	C	C	C								C	
Residential Facility for Elderly	C	C	C	C	C	P	P	P	P										C	
Residential Facility for Persons w/ a Disability - Large						C	P	P	P										C	
Residential Facility for Persons w/ a Disability - Small	P	P	P	P	P	P	P	P	P										C	

P = Permitted C = Conditional

TABLE OF LAND USE REGULATIONS

TABLE 6-1

TABLE 6-2

	R-S	R-1-6	R-1-8	R-1-10	R-MH	R-M1	R-M2	R-H	B-RP	P-B	CP-1	CP-2	CP-3	C-H	M-F	M-U	MU-TOD
UTILITY RELATED SERVICES																	
Commercial Radio or TV Trans. Station									C			P	P	C	P	P	
Electric Power Plant													C	C	P	P	
Electric Substation	C	C	C	C	C	C	C	C	C	C	C	C	P	C	P	P	C
Fire Station	C	C	C	C	C	C	C	C	C	C	C	C	P	P	P	P	C
Gas Metering & Transmission Station	C	C	C	C	C	C	C	C	P	C	P	P	P	P	P	P	C
Local Utility Distribution Line	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Radio, TV, or Microwave Tower	C								C	C	C	C	P	P	P	P	C
Railroad Tracks & R.O.W	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		C
Sewage/Water Pumping/Control Station	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Telecommunications Facility at Community Uses	C	C	C	C	C	C	C	C							P	P	
Telecommunications Antenna, Roof Mounted at Community Uses	C	C	C	C	C	C	C	C					P	P	P	P	
Telecommunications Antenna, Wall Mounted at Community Uses	C	C	C	C	C	C	C	C					P		P	P	
Telephone Business Office									P	C	C	P	P	P	P	P	C
Telephone Switching, Relay & Transmission Equipment	C	C	C	C	C	C	C	C	C	C	C	P	P	P	P	P	
Public/Private Utility, Other than Listed	C								P	C	C	P	P	P	P	P	C
Utility Shops, Storage Yards & Bldgs.													C	C	P	P	C
Water Treatment Plant	C	C									C	P	P	C	P	P	C
Water Wells, Reservoir, or Storage Tank	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	
RECREATIONAL USES																	
Amusement, Arcade											C	C	C	C			C
Indoor Commercial Amusement											C	C	P	C	C	C	C
Outdoor Limited Comm. Amusement									C		C	C	C	C	C	C	C
Outdoor Commercial Amusement											C	C	C	C	C	E	
Athletic/Tennis/Swim Club								C	C		P	P	P	C			C
Golf Course	C	C	C	C	C	C	C	C	C					C	C		
Theater, Indoor												P	P	P	C		C
Theater, Live									C		C	P	P	P			C
Theater, Outdoor													C	C	C		
AGRICULTURE AND RELATED USES																	
Agriculture	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P
Animal Keeping	P	P													P	P	
Beekeeping	P														P		
Breeding or Raising of Animals for Food or Sale	P														P		
Crop Production for Sale	P	P								P	P	P	P	P	P	P	P
Dairy	P	C													P		
Family Food Production	P	P													P	P	
Farm Industry, or Ranch	C	C													P		
Fur Farm	C														P		
Home Use Orchard	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	
Commercial Use Orchard	P	P								P	P	P	P	P	P	P	P

P = Permitted C = Conditional

TABLE OF LAND USE REGULATIONS

TABLE 6-1

TABLE 6-2

	A	R-S	R-1-6	R-1-8	R-1-10	R-MH	R-M	R-MZ	R-H	B-RP	P-B	CP-1	CP-2	CP-3	C-H	M-1	MU	MU-TOD
AUTOMOBILE RELATED USES																		
Major Auto Repair														C	C	P	P	
Auto Sales														C	C	C	C	
Car Wash												C	P	P	C	C	C	C
Comm. Parking Structure, Auto Only										C				C	C		C	C
Gasoline Sales (Wholesale)														C	C	C	E	
Gasoline Retail (No Repairs)												C	P	P	P	P	P	C
Gasoline, Petroleum Products Storage														C	C	C	E	
Muffler or Brake Shop													C	C	P	P	P	
New & Reconditioned Auto Parts, Indoor													P	P	P	P	P	
Paint and Body Shop													C	C	C	C	C	
Seat Cover or Upholstery													P	P	P	P	P	
Service Station, Minor Repairs												C	P	P	P	P	P	
Storage of Autos, Travel Trailers													C	C	C	C	C	
Tire Sales													P	P	P	P	P	
Tire Recapping and Retreading Shop														C	C	P	P	
Towing Services														C	C	C	C	
Outdoor Truck Storage													C	C	C	P	P	
Truck/Trailer Rental													C	C	C	C	C	
Used Auto Part Sales, Indoor													C	C	C	P	P	
Wrecking or Salvage Yard for Auto Parts																E		
INDUSTRIAL AND RELATED USES																		
Animal or Fowl Slaughter																	E	
Chemical & Plastic Manufacturing																	P	
Extraction of Soil, Sand, Gravel, Minerals, Gas, Petroleum, or Similar																	P	
Fabricated Textile Products																C	P	
Food Products Manufacturing																C	P	
Furniture Manufacturing															C	C	P	P
Junk Yards																C	E	
Industrial Services																P	P	
Light Manufacturing Processes Which don't Emit Detectable Dust, Odor, Fumes or Gas Beyond the Boundary of the Property or Noise Above Ambient Level										C						P	P	
Metallic Products Manufacturing																	C	
Non-Metallic Products Manufacturing																C	C	
Outdoor Storage													C	C	C	C	C	
Paper Products Manufacturing																C	P	
Petroleum Products Manufacturing																	E	
Precision Instrument & Jewelry Mnfctrng										C				C	C	P	P	C
Recyclable / Salvage Yard																	E	
Storage of Sand, Gravel, Earth or Stone																	P	
Trucking Terminal														C	C	P	P	
Wholesale Trade & Warehousing														C	C	P	P	
Wood & Paper Manufacturing																	P	

P = Permitted C = Conditional

TABLE OF LAND USE REGULATIONS

	TABLE 6-1										TABLE 6-2									
	A	R-S	R-116	R-1-8	R-110	R-MH	R-2	R-M1	R-M2	R-H	R-HP	P-B	CP-1	CP-2	CP-3	C-H	N	MU	MU-TOD	
RETAIL AND RELATED USES																				
Animal Clinic or Pet Hospital w/ Outdoor Pens	C														C	C	P	P		
Animal Clinic or Pet Hospital	C													C	C	P	P	P	C	
Antique or Collectable Shop												P	P	P	P	P	P	P	P	
Art Supply Store											C		P	P	P	P	P	P	P	
Bank, Credit Union, or Savings & Loan w/ Drive-In											C	C	P	P	P	P		C	C	
Barber or Beauty Shop											P	C	P	P	P	P	P		P	
Big Box Retail														C	C	C				
Book or Stationary Shop													P	P	P	P		P	P	
Camera Shop													P	P	P			P	P	
Convenience Store													C	C	C	C	C	C	C	
Department or Discount Store													C	P	P	P		C	C	
Fast Food Eating Establishment													C	C	C	C		C	C	
Florist Shop													P	P	P	P		C	C	
Furniture/Appliance Store													C	C	P	P	P	P	C	
Garden Shop & Plant Sales, Nursery	C												C	P	P	C		C	C	
Grocery Store													P	P	P	P		P	P	
Handicraft, Art Object													P	P	P	P		P	P	
Hardware Store													P	P	P	P	P	C	C	
Hobby Shop													P	P	P	P		P	P	
Kennels, Boarding															C	C	P	P		
Kennels, Daily Boarding	C																			
Kennels, Extended Care	C																			
Kennels, Private	C	C																		
Laboratory, Medical or Dental												P	C	P	P	P		P	P	
Laundry/Laundromat													P	P	P	P		P	P	
Locksmith or Key Shop													P	P	P	P	P	P	P	
Medical Appliance Fitting or Sale, Medical Pharmacy													P	P	P	P		P	P	
Medical/Dental Clinic												P	P	P	P	P		P	P	
Mortuary												C	C	P	C	C		C		
Music Store													C	P	P	P		P	P	
Office, Professional or General Business												P	P	P	P	P	P	P	P	
Optical Shop or Laboratory												C	C	P	P	P		P	P	
Package Liquor Store													C	P	P	P		C	C	
Pawn Shop														C	P	C		C		
Personal Custom Services, i.e Tailor etc.												C	C	P	P	P	P	P	P	
Pet Shop, Small Animals, Birds & Fish													C	P	P	P		P	P	
Pharmacy													P	P	P	P		P	P	
Reception Center											C	C	C	P	P	P		C	C	
Repair for TV, Radio, Appliance or Similar													C	P	P	P	P	C	C	
Restaurant													C	P	P	P	C	C	P	
Leather Goods Sales and Repair													P	P	P	P	P	P	P	
Specialty Food Stores, Retail Sales													P	P	P	P		P	P	
Studio - Art, Photo, Dance, Music, Drama												C	C	P	P	P	C	C	P	
Studio - Health, Exercise or Similar													C	P	P	P	C	C	P	
Studio - Decorator & Display													C	P	P	P		P	P	
Swap Meets														C	C	C	C			
Tavern, Bar, Private Club w/ Alcohol Sales														C	C			C	C	
Title Loan, Payday Loan, Deferred Deposit Lending and Similar Bus.														C	C					
Variety Store														P	P	P		P	P	

P = Permitted C = Conditional

TABLE OF LAND USE REGULATIONS

TABLE 6-1

TABLE 6-2

	R-S	R-1-6	R-1-8	R-1-10	R-MH	R-5	R-MI	R-MZ	R-H	DP	P-B	CP-1	CP-2	CP-3	C-H	MU	MU	MU-TOD
COMMERCIAL AND RELATED SERVICES																		
Bakery, Wholesale												C	P	P	P	C	C	
Bed and Breakfast	C	C				C	C	C	C		C				C		C	C
Building Materials Sales											C	C	P	P	P	P	C	C
Cabinet or Furniture Upholstery Shop												C	P	P	P	P	C	C
Cleaning, Laundry or Dyeing										C			C	P	P	P	C	C
Clothing or Similar Light Manufacturing												C	P	C	P	P	C	C
Contractor Storage Yard													C	C	P	P		
Dairy Processing or Ice Cream Plant															C	P		
Dance Hall or Night Club													C	C			C	C
Heavy Machine Storage, Sales or Repair													C	C	P	P		
Hotel or Motel										C			C	C			C	C
Kiosk											P	P	P	P	P	P	P	P
Laboratory, Scientific or Research										P			C	C	P	P	C	C
Lithography or Print Shop										P	C	P	P	P	P	P	C	C
Lumber Yard												C	C	C	P	P		
Maintenance or Repair Service for Bldgs													C	C	P	P		
Milk Depot											P	P	P	P	P	P	C	C
Mini-Storage Units												C	C	C	P	P		
Mixed Use Building																	C	C
Open Storage & Sales of Machinery and Appliances													C	C	C	C		
Paint Store											C	P	P	P	P	P	C	P
Plumbing Store											C	P	P	P	P	P	C	P
Pre-School										C	C	C	P	P	P	P	P	P
Railroad or Bus Passenger Station										C			C	C	C	P	P	C
Railroad Team Tracks, Freight Depot or Docks										C				C	C	P	P	
Seasonal Outdoor Vendor											P	P	P	P				
Single Event											P	P	P	P			P	P
Snow Shack											P	P	P	P			P	P
Storage Warehouse												C	C	C	P	P		
Street Vendor															P*		P	P
Tattoo Parlor															C			
Tent Vendor**											P	P	P	P			P	P
Trailer or Mobile Home Sales														P	P	P		
Transfer Storage Terminal													C	C	P	P		
Travel Trailer Park											C	P	P	C				C
Welding or Machine Shop													C	C	P	P		
Wholesale Office, Storage, Sales												C	C	C	P	P		

P = Permitted C = Conditional

* Special requirements for businesses in this zone are available in 19.21.040

** Special provisions for locations of each type of Tent Vendor are available in 19.21.050

EXHIBIT "C"

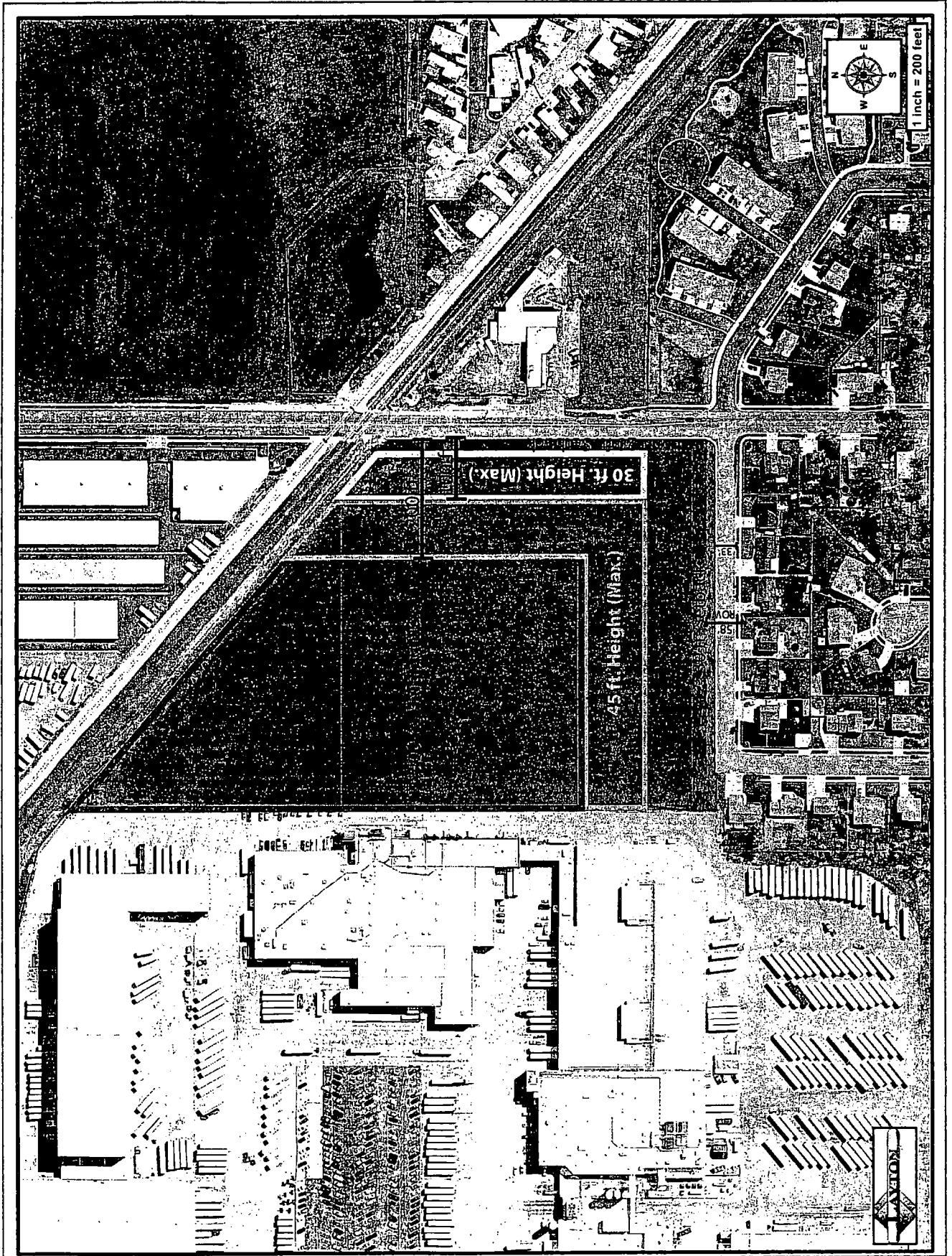


EXHIBIT "D"

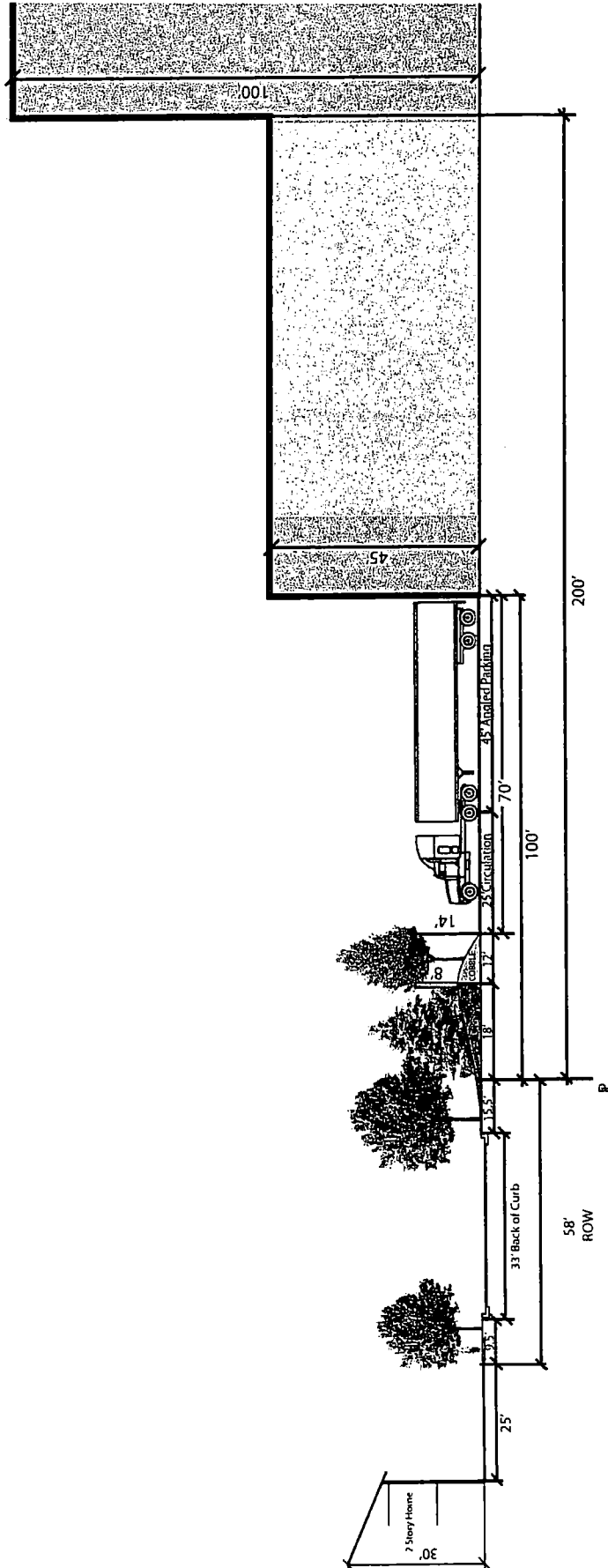


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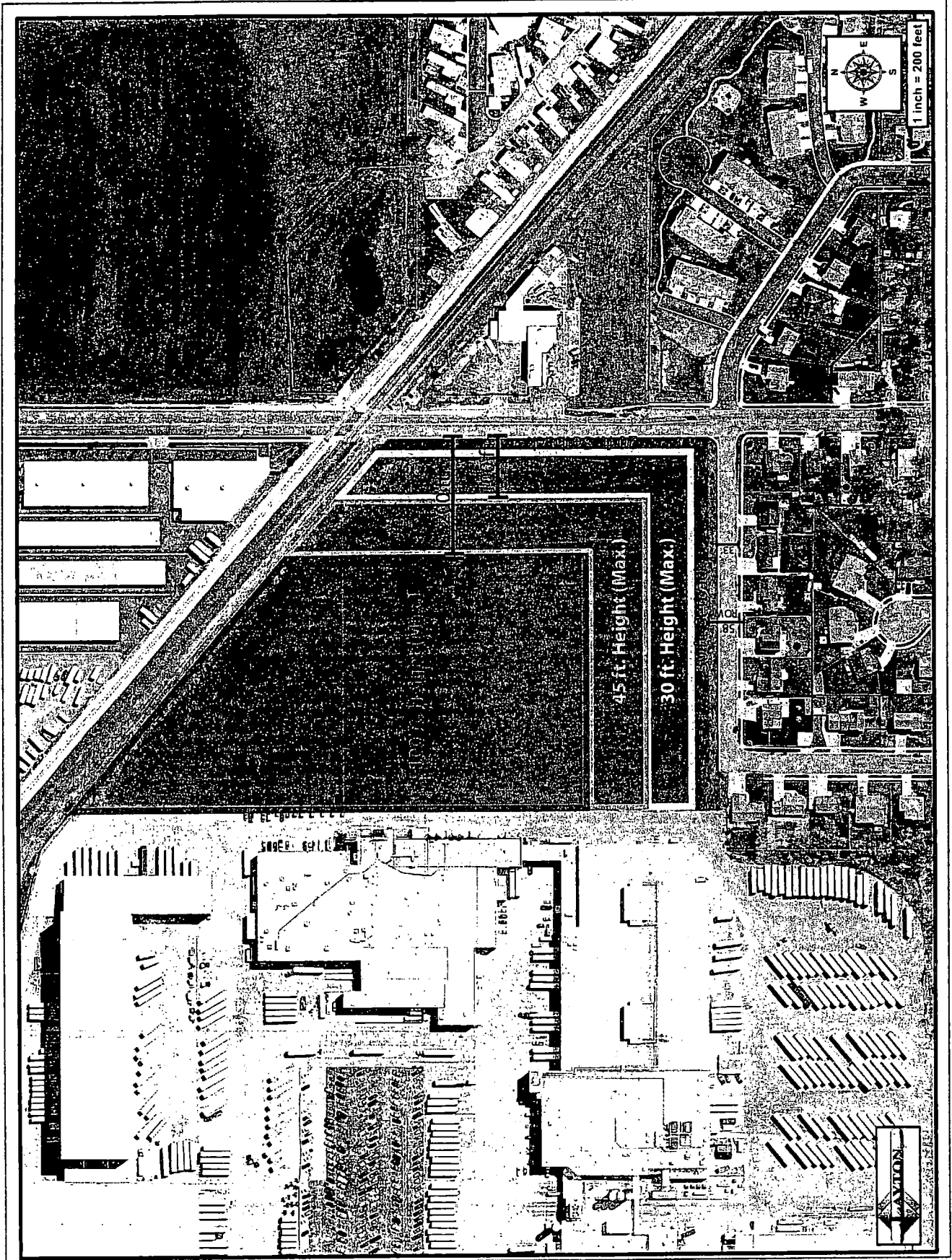
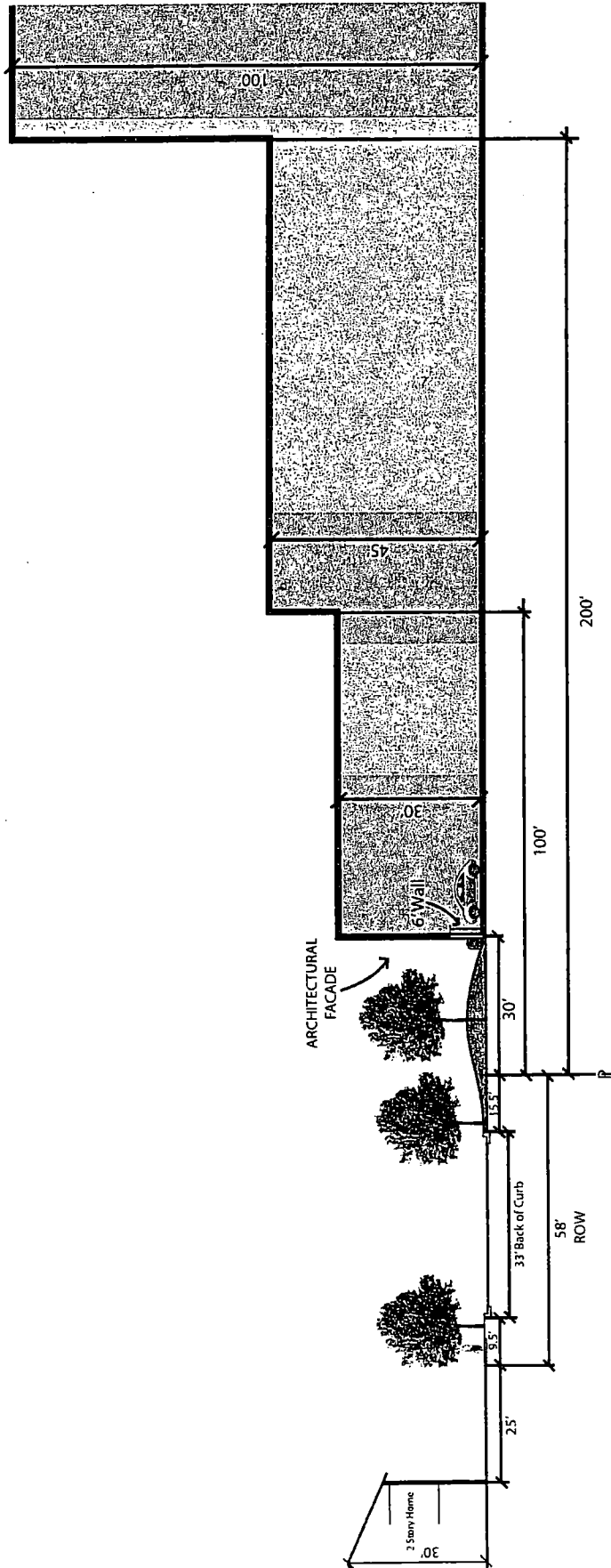


EXHIBIT "F"



ORDINANCE 12-17
(Barlow-Kroger Rezone)

AN ORDINANCE AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING CLASSIFICATION OF THE HEREINAFTER DESCRIBED PROPERTY, LOCATED AT APPROXIMATELY 275 NORTH KING STREET FROM A (AGRICULTURE) TO M-2 (HEAVY MANUFACTURING-INDUSTRIAL) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has been petitioned for a change in the zoning classification for the property described herein below; and

WHEREAS, the Planning Commission has reviewed the petition and has recommended that the petition to rezone said property from A to M-2 be approved; and

WHEREAS, the City Council has reviewed the Planning Commission's recommendation and has received pertinent information in the public hearing regarding the proposal; and

WHEREAS, at the conclusion of the public hearing and upon making the necessary reviews, the City Council has determined that this amendment is rationally based, is reasonable, is consistent with the intent of the City's General Plan, which is in furtherance of the general health, safety, and welfare of the citizenry.

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

SECTION I: Repealer. If any provisions of the City's Code heretofore adopted are inconsistent herewith they are hereby repealed.

SECTION II: Enactment. The zoning ordinance is hereby amended by changing the zone classification of the following property from A (Agriculture) to M-2 (Heavy Manufacturing-Industrial).

BEG 9.88 CHS S FR CEN OF SEC 20 T4N, R1W SLM, W 9.87 CHS, S 9.88 CHS, E 9.87 CH N 9.88 CHS TO BEG. CONT. LESS R/W & STREET; ALSO LESS .07 ACRES TO MURRAY W COWLEY LEAVING 9.56 ACRES.

SECTION III: Update of Official Zoning Map. The Official Layton City Zoning Map is hereby amended to reflect the adoption of this ordinance.

SECTION IV: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of the said ordinance.

SECTION V: Effective date. This ordinance shall go into effect at the expiration of the 20th day after publication or posting or the 30th day after final passage as noted below or whichever of said days is more remote from the date of passage thereof.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 17th day of May, 2012.

J. STEPHEN CURTIS, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

100690022

BEG 651 FT W 195 FT S OF CENTER OF SEC 20 T4N-R1W, SLM, S 457 FT, E 540 FT N 49°31' W 704 FT TO BEG. CONT. 2.85 ACRES. ALSO BEGINNING: 1890 FT N OF S 1/4 CORNER OF SEC.20 T4N-R1W; N 49°31' W 145 FT W 31 FT S 49°31' E 185 FT N 26 FT TO BEG. CONT. 0.07 ACRES. TOTAL 2.92 ACRES.

100690025

BEG 9.88 CHS S FR CEN OF SEC 20 T4N,R1W SLM, W 9.87 CHS, S 9.88 CHS, E 9.87 CH N 9.88 CHS TO BEG. CONT. LESS R/W & STREET; ALSO LESS .07 ACRES TO MURRAY W COWLEY LEAVING 9.56 ACRES.