

**AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LAND BETWEEN
LAYTON CITY AND CHRISTOPHER PROPERTIES L.L.C., BELL TRANSFERS L.C., BOB J.
AND ELDA STEVENSON, AND TERRAVENTURE DEVOPMENT LTD.**

THIS AGREEMENT for the annexation and development of land (hereinafter referred to as this "Agreement") is made and entered into this 5th day of Oct, 2006, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and CHRISTOPHER PROPERTIES L.L.C., BELL TRANSFERS L.C., ("Bell/Martineau") BOB J. AND ELDA STEVENSON (Stevenson), and TERRAVENTURE DEVOPMENT, LTD. (Terraventure") (hereinafter individually referred to as an "Owner" and collectively referred to as "Owners"). City and Owners are collectively referred to as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, in furtherance of the objectives of the Layton City General Plan, City has considered an application for an annexation of property into the City located at approximately the southwest corner of Gentile Street and 2200 West in Layton City (hereinafter the "Annexation Area");

WHEREAS, the total area proposed for annexation consists of approximately 260.75 acres, which is described and depicted on Exhibit A attached hereto (hereinafter Exhibit A);

WHEREAS, the total area proposed for development consists of approximately 90 acres (the "Subject Area"), which is described and depicted on Exhibit B attached hereto (hereinafter Exhibit B);

WHEREAS, Stevenson and Terraventure are the owners of parts of, and Bell/Martineau have the contractual right to purchase another part of the above described property and have presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with the overall objectives of Layton City's General Plan;

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

WHEREAS, City is willing to annex 260.75 acres (hereinafter "Annexation Area") and zone the Subject Area subject to Owners agreeing to certain development limitations and undertakings described herein, which will provide protection for the Subject Area and surrounding property values and will enable the City Council to consider the approval of such development at this time; and

WHEREAS, City believes that entering into the Agreement with Owners 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, covenants and agrees 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 "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.

1.2 "City's Undertakings" shall mean the obligations of the City set forth in Article III.

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/21/2006 11:39 AM
FEE \$36.00 Pgs: 14
DEP RTT REC'D FOR LAYTON CITY

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0118, 0124, 0126, 0128,
0130, 0132, 0134, 0136, 0138, 0142, 0167, 0169, 0170, 0207,
0215, 0216

1.3 "Owners" shall mean CHRISTOPHER PROPERTIES L.L.C., BELL TRANSFERS L.C., BOB J. AND ELDA STEVENSON, and TERRAVENTURE DEVELOPMENT LTD. "Owner" shall mean any of the Owners. The principal mailing addresses for Owner are listed in paragraph 7.2.

1.4 "Owners' Undertakings" shall have the meaning set forth in Article IV.

1.5 "R-S" zoning shall mean a single family use district, the minimum lot area, setbacks and frontage, as well as the principal and accessory structures within which, are restricted by Table 5-1 of the Zoning Regulation Chart.

1.6 "Annexation Area" shall have the meaning set forth in the Recitals hereto. The Annexation Area is depicted on Exhibit "A" attached hereto.

1.7 "Subject Area" shall have the meaning set forth in the Recitals hereto. The Subject Area is depicted on Exhibit "B" attached hereto.

ARTICLE II CONDITIONS PRECEDENT

2.1 The following are conditions precedent to Owners' obligations under this Agreement, including without limitation Owner's Undertakings in Article IV: (a) City's approval of this Agreement, including approvals of City's Planning Commission and Council, and full execution of this Agreement by City, (b) Zoning of approximately 90 acres of the Subject Area, (c) recordation of the annexation plat for the Annexation Area, and (d) as to Bell/Martineau, its acquisition of that part of the Subject Area which it is contractually entitled to purchase. In the event that these conditions have not been satisfied on or before October 15, 2006, Owner shall have the right, at Owner's option, to terminate this Agreement. Once annexed, the City will act promptly to zone the Subject Area R-S. If Owners have not executed this Agreement on or before September 15, 2006, City may cancel and terminate this Agreement.

2.1.1 Changes in the number of acres in the R-S zoning may be made only by mutual agreement between the Owners and the City, subject to approvals by the City's Planning Commission and Council. Owners shall have the right to and intend to apply for a rezone of part of the Subject Area in a manner consistent with the General Plan at the time of application.

2.2 Owners agree to construct only detached single-family homes and permitted amenities in the R-S zone, except that Owner may also include one or more church meetinghouses.

ARTICLE III CITY'S UNDERTAKINGS

3.1 City shall approve this Agreement (including approvals by the City's Planning Commission and Council) prior to its decision to annex the Subject Area, and shall not file the annexation plat with the Davis County Recorder until the Subject Area is zoned pursuant to, and consistent with, Article II and this Agreement has been fully executed by all parties.

3.2 Upon provision of the necessary cost information by Owners, City agrees to enter into payback agreements for improvements or facilities intended to extend, expand or improve any City utility system beyond the improvements required to service or benefit the development of the Subject Area, as determined by the City Engineer. Specifically, the benefit area for storm drainage shall be subject to the payback agreements for the area depicted on Exhibit C. The amount of the payback to the Owners shall be based on each such Owner's actual costs. Notice of the payback agreements shall be recorded so as to give notice to all parties owning or acquiring all or any part of the benefit areas.

**ARTICLE IV
OWNERS' UNDERTAKINGS AND RIGHTS**

After the Effective Date, and conditioned upon City's performance of its undertakings set forth in Article III, and provided Owner have not terminated this Agreement pursuant to Section 7.8, Owners agree to the following:

4.1 Zoning and Conceptual Plan. Zoning and development of the Subject Area shall comply with Article II. Once the Subject Property is annexed and zoned in accordance with Article II, development of the Subject Area shall comply with all applicable City rules, regulations and codes. Owners agree to submit to the City a joint conceptual plan for the Subject Area. Bell/Martineau agree that the open space requirement under R-S/PRUD (Planned Residential Unit Development) zoning can be met for the smaller lots by an excess open space ratio on the large lot single family lots in the Subject Area. The Owners agree to a conceptual plan substantially similar to the concept plan as depicted on Exhibit "D." It is provided however, that nothing contained herein shall prevent any of the Owners from petitioning the City for a more dense residential zone.

4.2 Culinary Water. Development of the Subject Area will require Owners to install a minimum 10-inch water line within a future street right-of-way that will connect in an east-west direction between 2200 West to the western most boundary of the Bell/Martineau property through the Subject Area. This 10-inch minimum water line is required to provide adequate fire protection for the Subject Area based on the City's water model. The size of this line may need to be increased based on the water line sequencing requirements to provide a loop system or to allow for multiple connections in the area as required by the City Engineer.

4.3 Sanitary Sewer. Sanitary sewer service must be extended north to the Subject Area from a 27-inch North Davis County Sewer District (NDCSD) main line located along the south edge of the Annexation Area (the "bluff").

4.3.1 The sewer line extended north from the main line to the Subject Area must be sized for the future development of the area bounded by 2200 West on the east, 2700 West on the west, Gentile Street on the north, and the bluff on the south. It is anticipated that this will be at least a 12-inch line installed in the future 2700 West right-of-way along the quarter section line.

4.3.2 Owners must demonstrate that the necessary easements for the new sewer line in the future 2700 West can be acquired. Letters from the property owners stating the intent to grant an easement must be provided upon execution of this agreement. Final written easements will be required as a condition of final approval of development of any portion of the Subject Area. Terraventure Development LTD. will grant the City and the other Owners of the Subject Area, construction and permanent sanitary sewer easements prior to final approval of development of any portion of the Subject Area. This easement is to be in future roadways as agreed upon by Layton City and Terraventure Development.

4.3.3 Payback Agreement. City shall execute a payback agreement for off-site sanitary sewer improvements, with a minimum operative term of 10 years (i.e, requiring paybacks from third parties benefited by the improvements for a period of at least 10 years), and shall document notice of a payback agreement for the properties benefited and burdened by such off site sanitary sewer improvements upon recording the annexation plat.

4.3.4 On site sewer improvements: Payback. Payback for the on-site sanitary sewer improvements shall be based on the additional material cost of the increased size of sanitary sewer line above that required solely by the development of the Subject Property.

4.3.5 Impact Fee Credits. Any credit by North Davis Sewer District to Owner for oversizing the sanitary sewer main line shall act as an offset against any payback sought by Owner from Layton City.

4.4 Storm Drain. The Layton City Storm Water Master Plan indicates that a regional detention pond is to be located near the southwest corner of the Subject Area near the future 2700 West. Owners will be required to provide sufficient land for this regional basin to service the Payback Area (Exhibit "C") upon annexation.

4.4.1 Owners are required to provide an approved plan for the final configuration of the entire regional detention pond upon final development approval of any part of the Subject Area. Said final configuration shall include the portion of the regional detention pond required to be located on the Kolendrianos/Manes property. In addition, prior to final development approval of any portion of the Subject Area, all Owners agree to set aside property for the construction of the regional detention basin and necessary control structures to protect the long-term function of the facility.

4.4.2 Owners are required to construct their proportionate share of the regional detention pond upon final development approval of any portion of the Subject Area, together with the required control structures and piping for the function of the entire pond, except the inlet and piping and other facilities to be located on the Kolendrianos/Manes property

4.4.3 The regional detention pond will also be required to function as a neighborhood park based on standards outlined by the Layton City Parks and Recreation Department. The neighborhood park shall be a minimum of 8 but not more than 10 acres and have a minimum storm drain capacity of 7 acre feet. City shall compensate Owners at fair market value for any land dedicated by Owners for such City park, which is in excess of any land required to be dedicated by Owners pursuant to City ordinance. At City's option, said compensation may be in the form of payment at the time of dedication or through a rebate of impact fees collected in the future. A proportionate share of the City park shall be located or shall be planned to be located on the Kolendrianos/Manes property, when such property develops, and shall be made a part of any City park located in the regional storm drainage basin.

4.4.4 Owners will be required to install a storm drain outfall line sized for the service area of the regional detention pond to the open channel along the future 2700 West right-of-way as approved by the Layton City Engineer. Davis County, prior to conceptual approval of any portion of the Subject Area, shall provide written approval to Layton City to discharge storm water into the existing channel.

4.4.5 Outfall from the regional detention pond will be allowed to flow into the open channel located along the future 2700 West section line. Easements required for storm water inflow from the future 2700 West to the regional detention pond shall not be Owners' responsibility.

4.4.6 Owners must demonstrate that the necessary easements to install the required storm drain outfall line to the open channel located along the future 2700 West can be acquired. Letters from the property owners stating the intent to grant an easement must be provided upon execution of this agreement. Final written easements will be required as a condition of final approval of development of any portion of the Subject Area. Terraventure Development LTD. will grant the City and the other Owners of the Subject Area, construction and permanent storm drain easements prior to final approval of development of any portion of the Subject Area. This easement is to be in future roadways as agreed upon by Layton City and Terraventure Development.

4.5 Land Drain. A land drain system will be required throughout the development of the Subject Property, pursuant to a design approved by the City Engineer.

4.5.1 A land drain outfall line must be installed from the Subject Area to the open channel in or along the future 2700 West right-of-way and be sized to service the Subject Area and such other Property in the area between 2200 W., 2700 W., Gentile St. and the southernmost boundary of the Terraventure property, as approved by the City Engineer.

4.5.2 Owners must demonstrate that the necessary easements to install the required land drain outfall line in the future 2700 West can be acquired. Letters from the property owners stating the intent to grant an easement must be provided upon execution of this agreement. Final written easements will be required as a condition of final approval of development of any portion of the Subject Area. Terraventure Development LTD. will grant the City and the other Owners of the Subject Area, construction and permanent land drain easements prior to final approval of development of any portion of the Subject Area. This easement is to be in future roadways as agreed upon by Layton City and Terraventure Development. Davis County, prior to conceptual approval of any portion of the Subject Area, shall provide written approval to Layton City to discharge land drain water into the existing channel.

4.6 **Water Exactions.** Owner shall be responsible for complying with Layton City's Water Exactions requirements effective on the date of execution of this agreement.

4.7 **Master Street Plan.** The Annexation Area and Subject Area are affected by multiple access points and right-of-ways for the Layton City Master Street Plan.

4.7.1 Owners must provide for at least one east-west street, 60 feet in width, through the Subject Area from 2200 West to the western most boundary of the Martineau/Bell property. Access to 2200 West will be required upon development of any part of the Subject Area. The location of this street access and connection at 2200 West and the road to run west therefrom must be at a location and in a configuration reasonably acceptable to the City and the other Owners, and shall take into account alignment or offset requirements as approved by the City Engineer. The Stevensons will dedicate to the City the right-of-way for such street upon the final approval of development of any portion of the Subject Area.

4.7.2 Owners must dedicate at least one half of the required right-of-way for the future 2700 West (50' of required 100') and the future 750 South (42' of required 84'). Construction of improvements for said street right-of-ways shall be provided by Owner unless otherwise agreed to by the City upon development approval of that portion of the Subject Area adjacent to said future rights-of-way. Said alignment and street improvements shall be approved by the City Engineer.

4.8 **Architectural Design Consistency.** Owners shall provide for and record enforceable covenants, conditions and restrictions providing architectural design consistency among all parcels within the Subject Area.

4.9 **Impact Fee Reimbursements.** To the extent that an Owner is entitled to reimbursement from the City for expenditures for which an impact fee is collected upon the issuance of a building permit for a residence, the City and such Owner shall enter into an agreement pursuant to which the City shall remit such reimbursement to such Owner quarterly from such impact fees as they are paid.

4.10 **Allocation of Expenses Among Owners.** Expenses incurred by any Owner or Owners for the Culinary Water, Storm Drain and the property for the Storm Drainage Basin, construction of the roadway referred to in 4.7.1 and 4.7.2 (to the extent that such improvements are contiguous to a common area or park), the property for such roadway, land drain system and other expenses, which provide a benefit for more than one of the Owners' property, or which should be equitably allocated to another Owner or Owners, shall be allocated pro rata among the Owners' in proportion to the amount of each such Owner's property benefited by such improvements or in some other equitable manner. City shall have no obligation to make such allocation.

4.11 **Precedence of this Agreement.** This agreement shall take precedence over any contrary provisions of any City staff memorandums including the Engineering staff memorandum dated March 14, 2006.

4.12 **Not Considered Approvals.** Except as otherwise provided herein, these enumerations are not to be construed as approvals thereof, as any required approval process must be pursued independent hereof.

4.13 **Amendments.** Owner agrees to limit development to the uses provided herein unless any of the Subject Area is rezoned. In such event, City and Owner agree to amend this agreement to reflect such rezoning.

4.14 **Conflicts.** Except as otherwise provided, any conflict between the provisions of this Agreement and the City's standards for improvements, shall be resolved in favor of the stricter requirement.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

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

5.2 **Completion Date.** Except for the Stevensons, Owners shall, in good faith, reasonably pursue completion of the development. Each phase or completed portion of the project must independently meet the requirements of this Agreement and the City's ordinances and regulations, such that it will stand alone, if no further work takes place on the project.

5.3 **Access to the Subject Area.** For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owner and its contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Owner's Undertakings. City shall indemnify, defend and hold Owner harmless from and against all liability, loss, damage, costs or expenses (including without limitation 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 exercise by City, its agents or employees of its rights granted in this paragraph.

ARTICLE VI REMEDIES

6.1 **Remedies for Breach.** In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings, as may be necessary or desirable in its opinion to:

6.1.1 cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations.

6.2 **Enforced Delay Beyond Parties' Control.** For the purpose of any other provisions of this Agreement, neither City nor Owner, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 **Extension.** Any Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

6.4 **Rights of Owner.** In the event of a default by Owner's assignee, Owner may elect, in its discretion, to cure the default of such assignee; provided, Owner's cure period shall be extended by 30 days.

**ARTICLE VII
GENERAL PROVISIONS**

7.1 **Successors and Assigns of Owner.** This Agreement shall be binding upon Owner and its successors and assigns, and where the term "Owner" is used in this Agreement it shall mean and include the successors and assigns of Owner, except that City shall have no obligation under this Agreement to any successor or assign of Owner not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in Ownership (successor or assign of Owner) of all or any portion of the Subject Area. Upon approval of any assignment by City, or in the event Owner assigns all or part of this Agreement to an assignee, Owner shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.

Bell/Martineau intend to take title to their land in the Subject Area in an entity to be determined and to assign their interests and delegate their duties under this Agreement to such entity, and the City's consent shall not be required therefor.

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 Owners: Christopher Properties L.L.C.
1464 E. Ridgeline Dr., Suite 200
South Ogden, Utah 84405

Bell Transfers, LC
744 Eagle Way
Fruit Heights, UT 84037

Bob J. and Elda Stevenson
P.O. Box 1197
Layton, Utah 84041

Terraventure Development LTD.
475 North 300 West, Suite 204
Kaysville, Utah 84037

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 City and the Owner.

7.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

7.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

7.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

7.8.1 With regard to Owner's Undertakings, performance of Owner of Owner's Undertakings as set forth herein.

7.8.2 With regard to City's Undertakings, performance by City of City's Undertakings as set forth herein.

Upon an Owner's request (or the request of Owner's assignee), the other Party agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

7.9 Recordation. The recordation of any documents or plats shall be as follows:

7.9.1 Notice of this Agreement will be recorded against the Subject Area in the Davis County Recorder's Office.

7.9.2 The Parties agree that the annexation plat will only be recorded with the Davis County Recorder's Office after the zoning amendments contemplated in Article II have been completed by the City Council.

7.10 Recording Amendments. Any subsequent amendment to this Agreement may be recorded as agreed by the Parties.

7.11 Exhibits. The following Exhibits are attached to and form a part of this Agreement:

- Exhibit "A" - Description of Annexation Area
- Exhibit "B" - Description of Subject Area
- Exhibit "C" - Storm Drainage Payback Area
- Exhibit "D" - Concept Plan

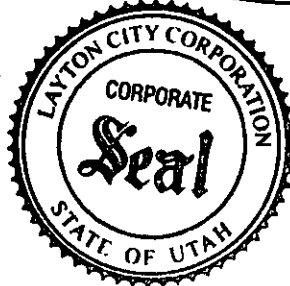
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

LAYTON CITY CORPORATION:

By: [Signature]
J. STEPHEN CURTIS, Mayor

ATTEST:

By: [Signature]
THIEDA WELLMAN, City Recorder

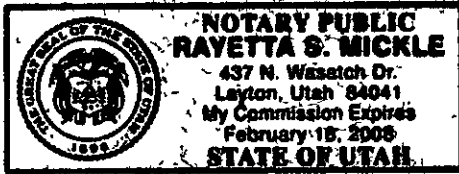


APPROVED AS TO FORM:

[Signature]
GARY CRANE, City Attorney

Signed by [Signature]
Bell Transfers, LLC
Bill MANAGER

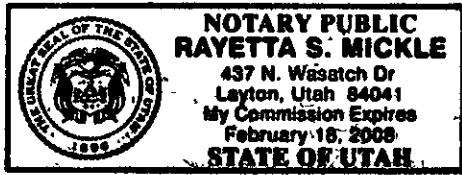
Subscribed and sworn to me this 3 day of Oct, 2006



[Signature]
Notary

Signed by [Signature]
CHRISTOPHER RIVERIUS LLC
Cly Mlenn manager

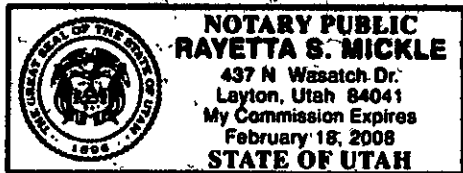
Subscribed and sworn to me this 3 day of Oct, 2006



[Signature]
Notary

Signed by [Signature]

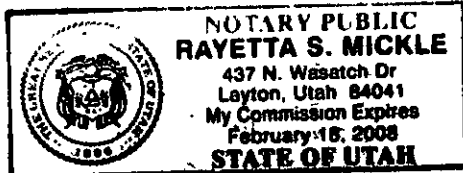
Subscribed and sworn to me this 3 day of Oct, 2006



[Signature]
Notary

Signed by [Signature]

Subscribed and sworn to me this 20 day of October, 2006



[Signature]
Notary

EXHIBIT "A" Annexation Area

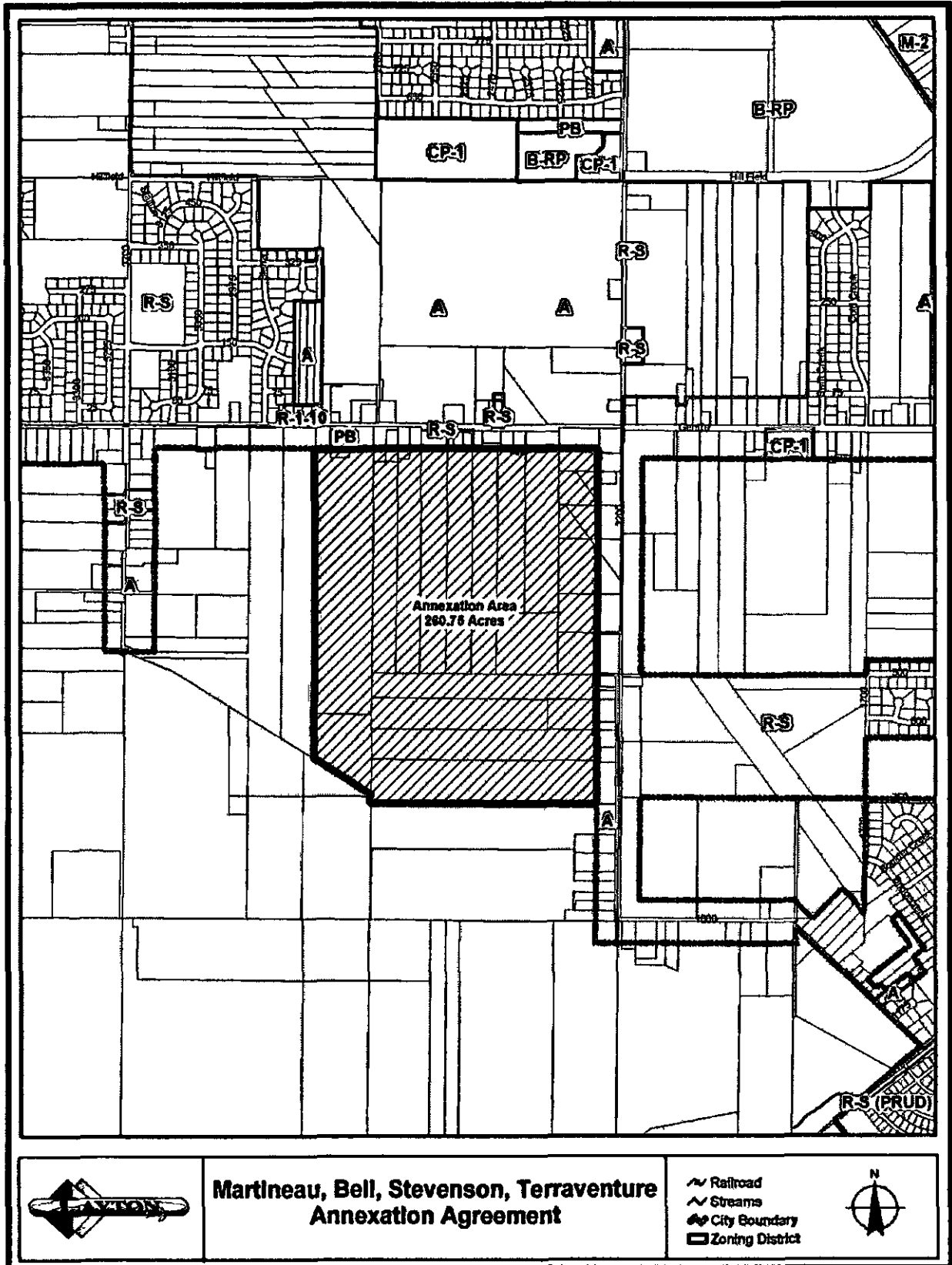


EXHIBIT "B"

Subject Area

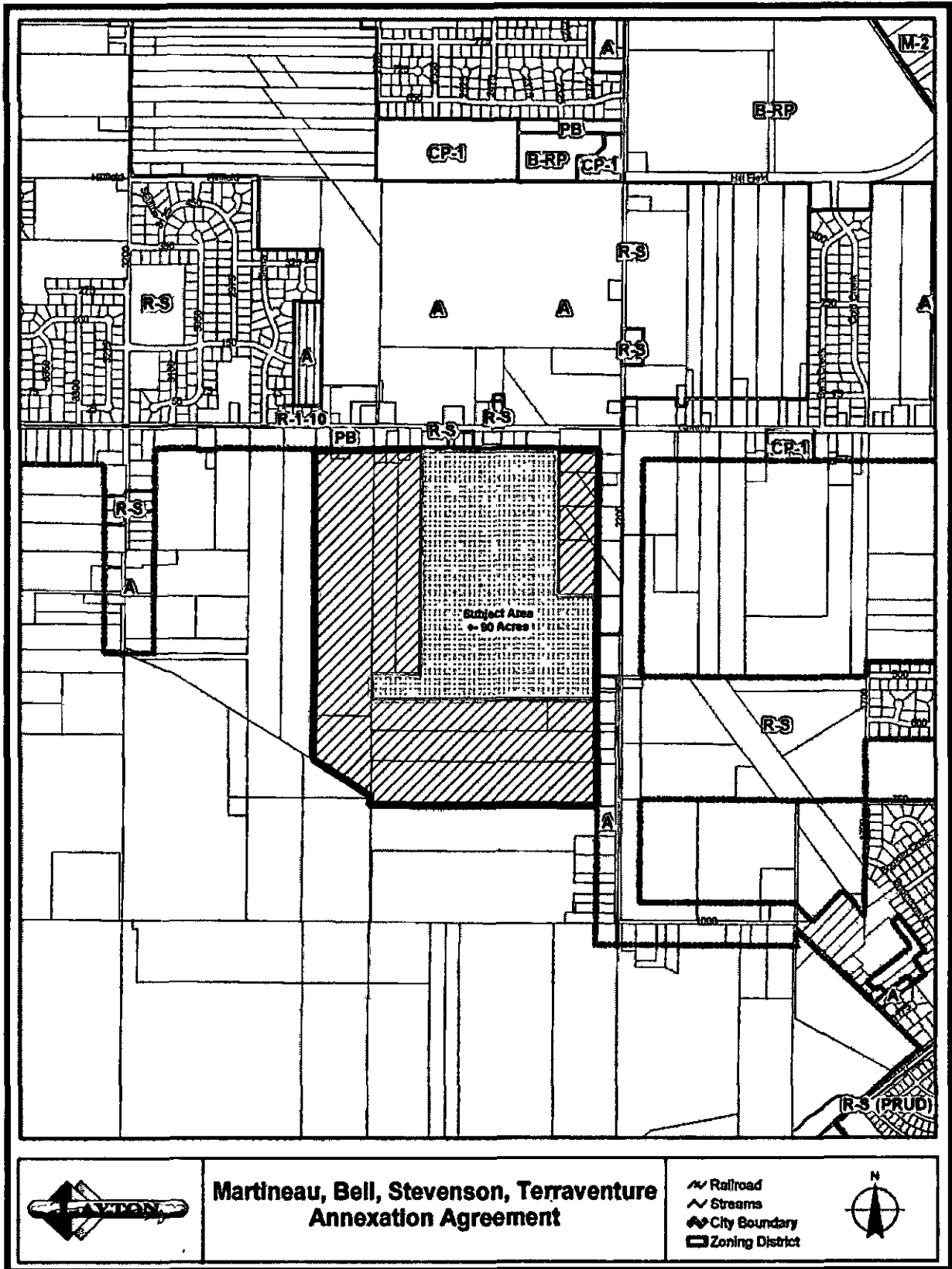


EXHIBIT "C" Storm Drainage Payback Area

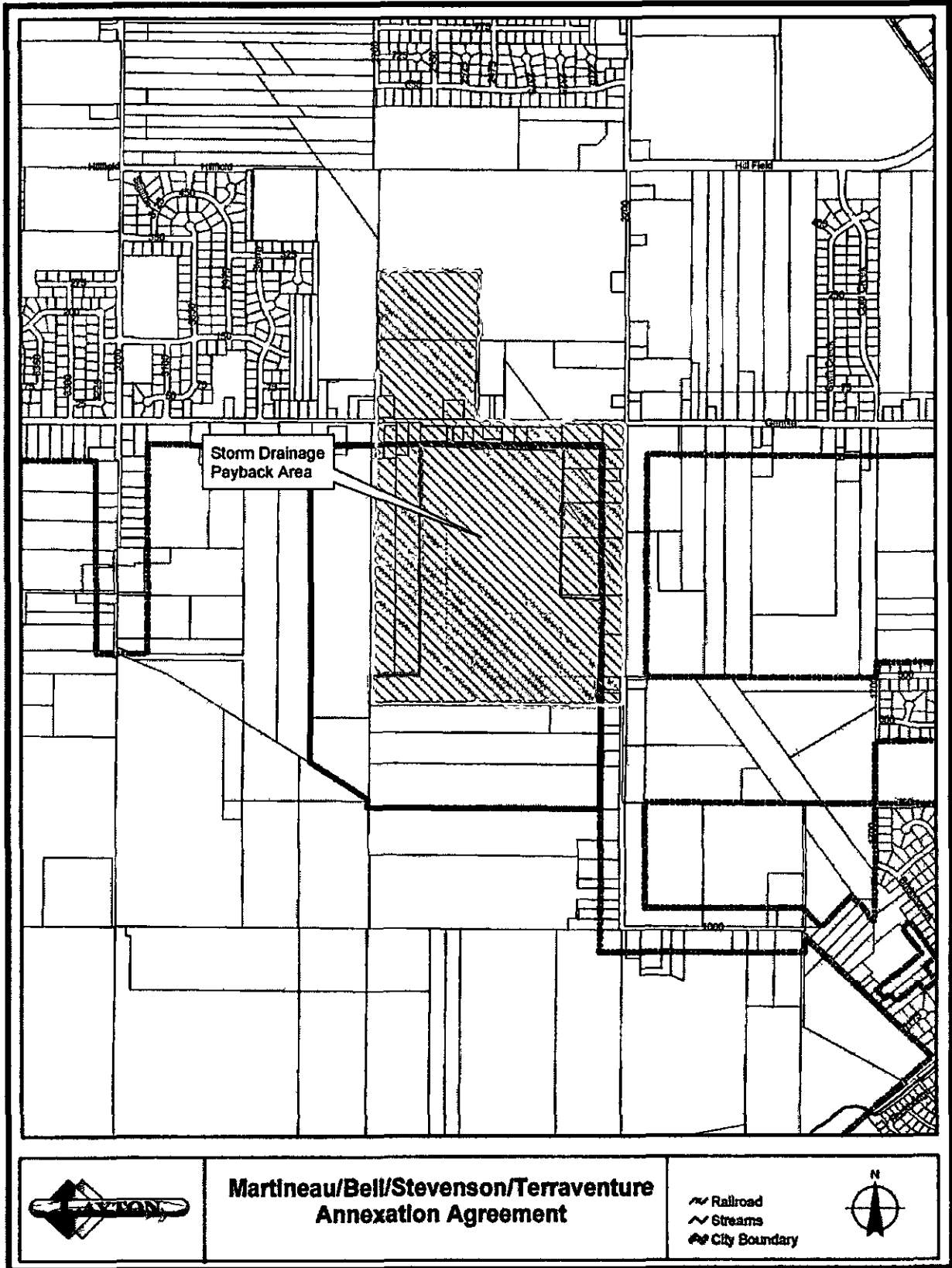
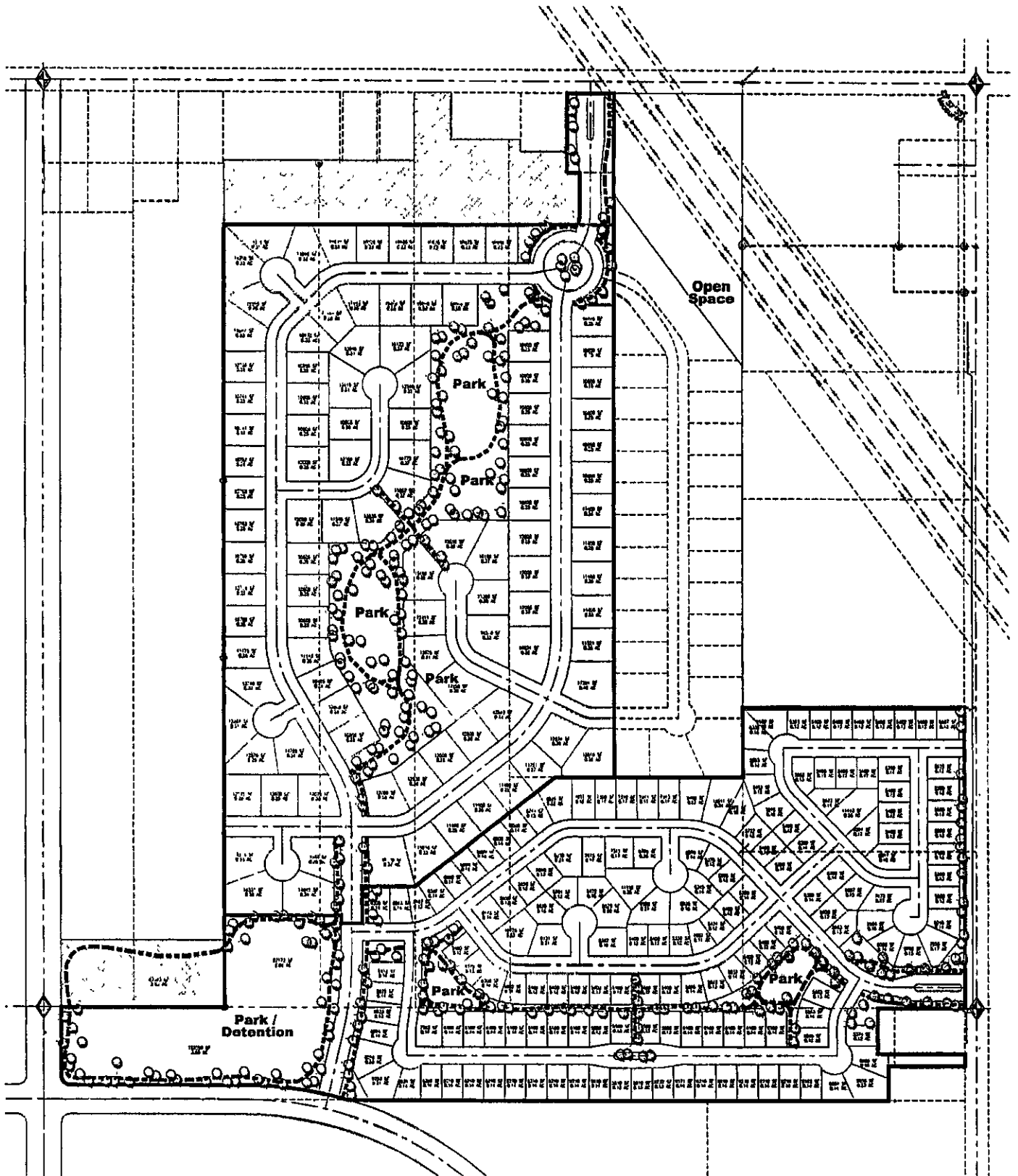


Exhibit D Concept Plan



BOUNDARY DESCRIPTION

A part of Section 25, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the existing Corporate Limits of Layton City, said point is 233.00 feet South 0°11'01" West along the Section line and 233.00 feet North 89°51'20" West from the Northeast corner of said Section 25; and running thence South 0°11'01" West 3791.20 feet along said existing Corporate Limits to the North line of the Duane & Beverly E. Call Property; thence North 89°49'48" West 2417.96 feet along said North line and the North line of the Davis County Property to the Quarter Section line; thence North 0°10'55' East 88.00 feet along said Quarter Section line to an existing fence line extended; thence North 58°33'38" West 728.20 feet along said Fence line and said fence line extended to the East line of the Ambrose D. Motta Property; thence North 0°10'55" East 3323.85 feet along said East line to said existing Corporate Limits; thence South 89°51'20" East parallel to the North line of said Quarter Section 3040.57 feet along said existing Corporate Limits to the point of beginning.

Contain 260.622 Acres