

11-052-0075,  
0074

RETURNED  
APR 01 2015

**DEVELOPMENT AGREEMENT  
FOR 1.32 ACRES OF PROPERTY AT  
566 AND 561 WEST MUTTON HOLLOW ROAD**

THIS AGREEMENT is made and entered into this 16 day of July, 2014, by and between Kaysville City, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter the "City"), and Justin Bennett and Daryl Lee Ernst (hereinafter the "Owners;" "Owners" include successors and/or assigns of Justin Bennett and Daryl Lee Ernst), as follows:

E 2857784 B 6236 P 1112-1120  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
04/01/2015 02:49 PM  
FEE \$0.00 Pgs: 9  
DEP RTT REC'D FOR KAYSVILLE CITY C  
ORP

**RECITALS**

WHEREAS, Owners desire to rezone their properties at 566 and 561 West Mutton Hollow Road consisting of 1.32 acres; and

WHEREAS, the purpose of this Agreement is to limit the number of dwelling units to four (4) on each parcel in the rezoned property; and

WHEREAS, the City is willing to approve the rezone of the property with a limit on the number of dwelling units which are allowed on the property;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**AGREEMENT**

**1. PROPERTY DESCRIPTION**

The property to which this Agreement applies (the "Property") consists of 1.32 acres in two (2) parcels which are specifically described as follows:

Parcel A: Described in Exhibit A attached hereto and incorporated by reference herein.

Parcel B: Described in Exhibit B attached hereto and incorporated by reference herein.

**2. LIMIT ON DWELLING UNITS**

Owners hereby agree to limit the number of dwelling units on Parcel A to four (4) units and on Parcel B to four (4) units.

**3. REZONE OF PROPERTY**

The City hereby agrees to rezone the Property R-2 One and Two Family Residential District, as shown on the map attached hereto as Exhibit C and incorporated by reference herein, effective upon the effective date of this Development Agreement, limiting the number of dwelling units to four (4) on each parcel of the Property.

**4. ASSIGNMENT**

Owners may assign this Agreement to any other third party provided that the City consents to such assignment, which consent shall not be unreasonably withheld.

**5. BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**6. ATTORNEYS' FEES**

In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.

**7. SEVERABILITY**

If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

**8. CAPTIONS**

The section and paragraph headings contained in this Agreement are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

**9. GOVERNING LAW**

This Agreement and all matters relating hereto, shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

**10. ENTIRE AGREEMENT**

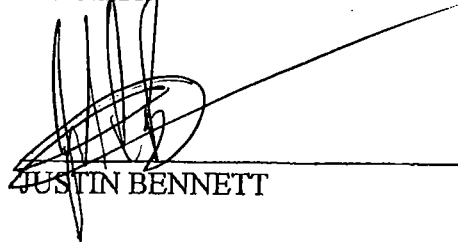
This Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement by and among the parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

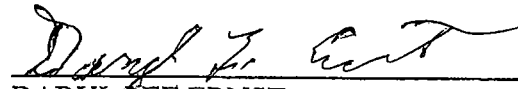
**11. CONSTRUCTION**

As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

OWNERS

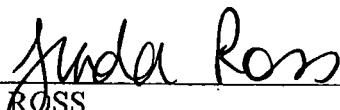
  
\_\_\_\_\_  
JUSTIN BENNETT

  
\_\_\_\_\_  
DARYL LEE ERNST

KAYSVILLE CITY

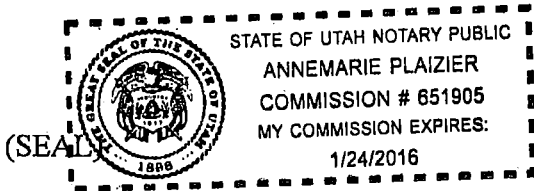
By:   
\_\_\_\_\_  
STEVE A. HIATT  
Mayor

ATTEST:

By:   
\_\_\_\_\_  
LINDA ROSS  
City Recorder

STATE OF UTAH )  
 ) : ss.  
COUNTY OF DAVIS )

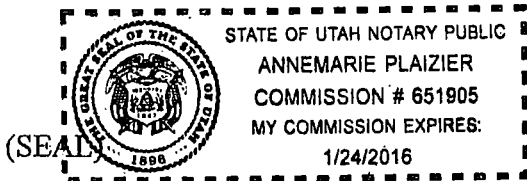
On the 16 day of July, 2014, personally appeared before me STEVE A. HIATT, and LINDA ROSS, who being by me duly sworn did say, each for himself and herself that he, the said STEVE A. HIATT, is the Mayor of Kaysville City, Davis County, State of Utah and that she, the said LINDA ROSS, is the City Recorder of Kaysville City, and that the within and foregoing instrument was signed on behalf of the said Kaysville City by authority of the City Council of Kaysville City and said STEVE A. HIATT and LINDA ROSS, each duly acknowledged to me that the said Kaysville City executed the same and that the seal affixed is the seal of the said Kaysville City.



*Annemarie Plaizier*  
NOTARY PUBLIC

STATE OF UTAH )  
 ) : ss.  
COUNTY OF DAVIS )

On the 16 day of July, 2014, personally appeared before me, JUSTIN BENNETT, the signer of the foregoing Development Agreement, who duly acknowledged to me that he executed the same.



*Annemarie Plaizier*  
NOTARY PUBLIC



### Parcel Vesting Information

03/16/1999 to Present

Serial Number: 11-052-0075

Mailing Address: 1171 WESTSIDE DR.  
LAYTON, UT 84041-0000

#### Tax District

---

33

#### Location

---

Location: 4 N 1 W 27 SW

#### Vested Owners

---

BENNETT, JUSTIN

#### Situs Address(es)

---

566 W MUTTON HOLLOW RD KAYSVILLE 84037

#### Vesting Documents

---

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2711232	12/31/2012 14:13	PERSONAL REPRESENTAT	Grantee BENNETT, JUSTIN	12/31/2012	\$14.00

#### Legal Description

---

BEG N 32^08' E 306.20 FT & N 41^24' E 150 FT FR SW COR SEC 27-T4N-R1W, SLM; TH N 48^46' W 186.79 FT TO S'LY LINE OF A CERTAIN RD; TH N 41^24' E 157 FT ALG SD LINE OF RD; TH S 48^46' E 186.01 FT; TH S 41^24' W 157 FT TO POB. CONT. 0.6746 ACRES

**Parcel Vesting Information**

**03/16/1999 to Present:**

**Serial Number: 11-052-0074**

**Mailing Address: 561 WEST MUTTON HOLLOW RD  
KAYSVILLE, UT 84037**

**Tax District**

---

33

**Location**

---

Location: 4 N 1 W 27 SW

SW

**Vested Owners**

---

ERNST, DARYL LEE

**Situs Address(es)**

---

561 W MUTTON HOLLOW RD KAYSVILLE 84037

**Legal Description**

---

BEG N 32°08'E 306.20 FT FR SW COR SEC 27; T4N-R1W; SLM: TH N 48°46'W 185.62 FT TO S'LY LN OF A ROAD; TH N 41°24'E 150 FT; TH S 48°46' E 186.79 FT; TH S 41°24' W 150 FT TO POB. CONT. 0.5975 ACRES



Rezone of 1.32 Acres From G-C to R-2

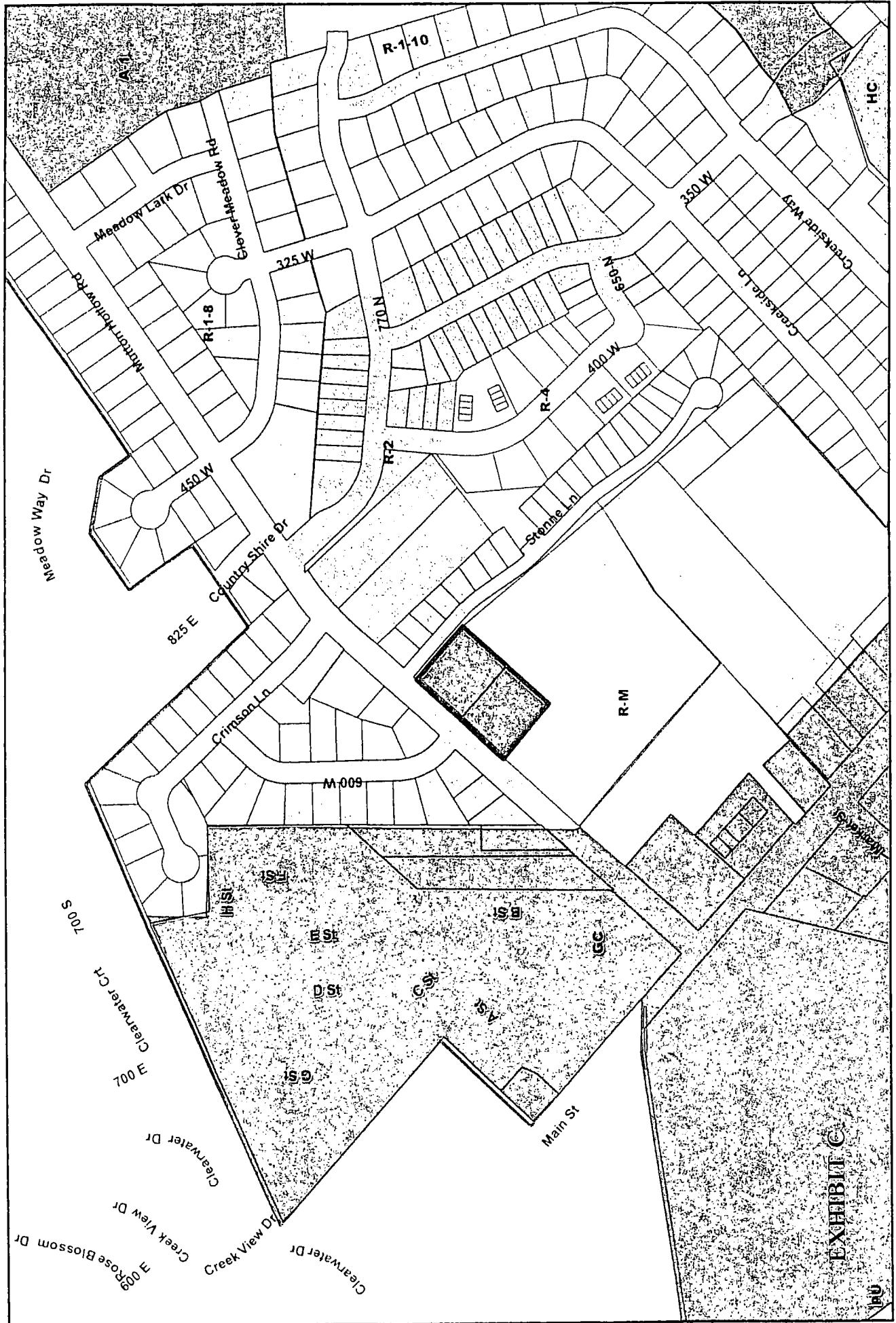


EXHIBIT C