

Office of the Davis County Recorder



Davis
COUNTY

1500 FREDERICK BLVD.

Recorder
Richard T. Maughan
Chief Deputy
Lalle H. Lomax

E 3404678 B 7812 P 953-968
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/30/2021 11:44 AM
FEE \$0.00 Pgs: 16
DEP RT REC'D FOR LAYTON CITY CORP

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A Agreement
(Document Type)

09-371-0004
Tax Serial Number(s)

**FIFTH AMENDED AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN
LAYTON CITY AND LAYTON ANTELOPE LLC AND CIG LAYTON LCC, IREIT LAYTON
POINTE LLC, AND MIDTOWN COURTS HOMEOWNERS ASSOCIATION INC.
(Approximately 700 West through 800 West Antelope Drive, North Side)**

THIS AMENDED AGREEMENT for the development of land (hereinafter referred to as this "Agreement") is made and entered into this 17th day of JUNE, 2021, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and LAYTON ANTELOPE LLC AND CIG LAYTON LCC (hereinafter referred to as "Owners"). City and Owners collectively referred to as the "Parties" and separately as "Party".

RECITALS

WHEREAS, in furtherance of the objectives of the Layton City General Plan, on the 7th day of August, 1997, the City approved an application for a zone change from the zoning of A (Agriculture) and PB (Professional Office) to CP-1 (Planned Neighborhood Commercial) and B-RP (Business and Research Park), of certain property located at approximately 700 West through 800 West on the north side of Antelope Drive in Layton City (hereinafter the "Subject Area"); and

WHEREAS, the overall Subject Area as depicted on Exhibit "A" attached hereto consists of approximately 22.53 acres, including approximately 12.69 Acres (parcel 09-371-0001) belonging to IREIT LAYTON POINTE LLC, approximately 3.36 Acres (parcels 09-430-0001 through parcel 09-430-0061) belonging to members of the MIDTOWN COURTS HOMEOWNERS ASSOCIATION INC, approximately 4.29 Acres (parcel 09-422-0101) belonging to LAYTON ANTELOPE LLC and approximately 1.15 Acres (parcel 09-371-0004) belonging to CIG LAYTON LLC.

WHEREAS, the City previously considered and granted an application for a zone change affecting approximately 12.00 acres of the Subject Area from the former zoning of B-RP (Business and Research Park) to CP-1 (Planned Neighborhood Commercial) as depicted in Exhibit "A" as amended on December 22, 2008; and

WHEREAS, the City previously considered an application for a zone change affecting approximately 3.897 acres of the Subject Area (hereinafter "Residential Area") located at approximately 700 West Antelope Drive/2098 North Harris Boulevard from the present zoning of B-RP (Business and Research Park) and CP-1 (Planned Neighborhood Commercial) to C-TH (Condominium/Townhouse) as depicted in Exhibit "A"; and

WHEREAS, the City has considered an application for a zone change affecting approximately 1.15 acres of the subject area (hereinafter "Rezone Area") located at approximately 694 W 2090 S and from the present zoning of B-RP (Business and Research Park) to CP-1 (Planned Neighborhood Commercial) as depicted in Exhibit "A"; and

WHEREAS, the proposed rezone and amendments to this Agreement apply only to parcel 09-422-0101 belonging to LAYTON ANTELOPE LLC and parcel 09-371-0004 belonging to CIG LAYTON LLC (hereinafter the "Development Area" as identified on Exhibit "A"), requiring authorized signature and acknowledgment only from each of these ownership entities; and

WHEREAS, Owners are the owner of the Development Area and have presented a Concept Plan proposal for development of the Development Area to the City, which provides for development in a manner consistent with the overall objectives of Layton City's General Plan, and is depicted in more detail on Exhibit "B" attached hereto; and

WHEREAS, the City has reviewed the recommendation of the Planning Commission regarding this Agreement amendment and rezone request; and

WHEREAS, the City has considered the overall benefits of a variety of existing and proposed commercial uses and existing residential uses for the Development Area to facilitate a combination of retail, restaurant, hospitality, and residential uses that will provide for and support a range of employment opportunities and services; and

WHEREAS, Parties desire to enter into this Agreement to provide for the rezoning within the Development Area in a manner consistent with the overall objectives of the City's General Plan and the intent reflected in that Plan while considering changing conditions and market demand for commercial uses; and

WHEREAS, the current zoning of the Rezone Area is B-RP (Business and Research Park), a portion of which is proposed to be rezoned to CP-1 (Planned Neighborhood Commercial), subject to Owners 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 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, covenant and agree as follows:

ARTICLE I DEFINITIONS

The following terms shall have the meaning and content set forth in Article I, wherever in this Agreement:

1.1 "Owners Property" shall mean parcel 09-422-0101 belonging to LAYTON ANTELOPE LLC and parcel 09-371-0004 belonging to CIG LAYTON LLC as Owners depicted on Exhibit "A".

1.2 "City" shall mean Layton City, a body corporate and politic of the State of Utah.

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

1.4 "Owners" shall mean Layton Antelope LLC and CIG Layton LLC. Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply jointly and severally to the Owners. In the interest of advancing the project, however, any responsibility under this Agreement may be completed by either Owner so that the completing Owners may proceed with their project on their respective parcel.

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

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 Owners agree to restrict the uses permitted under the CP-1 (Planned Neighborhood Commercial), B-RP (Business and Research Park), and C-TH (Condominium/Townhouse) zoning designations, as set forth herein.

2.3 Unless specifically modified by the provisions of this amendment, all previous provisions specific to the Development Area shall apply.

ARTICLE III CITY'S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Article II, City previously approved the rezone for an approximate 9.10 acre portion of the Subject Area from B-RP (Business and Research Park) to CP-1(Planned Neighborhood Commercial), and City previously approved the rezone for an approximate 3.87 acre Residential Area from B-RP (Business and Research Park) and CP-1 (Planned Neighborhood Commercial) to C-TH (Condominium/Townhouse) which constitutes approximately 3.87 acres as depicted on the attached Exhibit "A", and City shall approve the rezone of the areas within the Development Area as depicted on the attached Exhibit "A" from B-RP (Business and Research Park) to CP-1 (Planned Neighborhood Commercial) subject to the terms of this agreement. The proposed zoning change 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 OWNERS UNDERTAKINGS

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

4.1 Zoning. Zoning and development of the Development Area shall comply with Article II. Once the Rezone Area is zoned in accordance with Article II, development of the Development Area shall comply with all applicable City rules, regulations and codes.

4.1.1. Development on the property shall be limited as follows:

a. The property zoned CP-1 (Planned Neighborhood Commercial) shall comply with all applicable City rules, regulations and codes.

i. The CP-1 zoned pad located within the Development Area shall be limited to land uses allowed in the CP-1 zoning district except that the following shall not be allowed:

1. Car Wash;
2. Service Station, minor repairs; and
3. Gasoline, retail;

b. The property designated B-RP (Business and Research Park) zoning shall comply with all applicable City rules, regulations and codes. Land uses within the area of the B-RP zoning district shall be limited to the following:

- | | |
|--|--|
| i. Off-street parking, incidental; | xvii. Reception center; |
| ii. Commercial school; | xviii. Personal custom services; |
| iii. Day care center; | xix. Optical shop; |
| iv. Laboratory, medical or dental; | xx. Optical laboratory; |
| v. Medical/dental clinic; | xxi. Laboratory, scientific or research; |
| vi. Office, professional or general business; | xxii. Lithographer or print shop; |
| vii. Utility offices; | xxiii. Preschool; |
| viii. Athletic, tennis, swim club; | xxiv. Precision instrument or jewelry manufacturing; |
| ix. Live theater; | xxv. Library; |
| x. Commercial parking structure, auto only; | xxvi. Art gallery; |
| xi. Bank, Credit Union with drive-in; | xxvii. Museum; |
| xii. Medical pharmacy; | xxviii. Nursing home; |
| xiii. Dry cleaning and laundry service; | xxix. Public administration office; |
| xiv. Studio: Decorator and display; | xxx. Telephone business office; and |
| xv. Studio: Health, exercise, reducing or similar service; | xxxi. Restaurant. |

c. The property that was previously zoned to C-TH (Condominium/Townhouse) shall comply with all applicable City rules, regulations, and codes including the following additional restrictions:

- i. A 10' landscape buffer shall be installed along the existing decorative masonry wall, as well as the north and east property lines, and shall include trees spaced every 25', with shrubs that provide coverage of at 60% of the landscape surface area at mature growth.
 - ii. Buildings shall be set back a minimum of 40' from the northern and eastern property line.
 - iii. Street trees shall be planted every 30' along the street frontage of 700 West (Harris Boulevard), and along the private drive fronting the south boundary of the Residential Area.
- d. Owners shall comply with the following requirements on all development within 150' or within one lot depth of residentially zoned or occupied property, exclusive of the Residential Area and North Layton Junior High School property:
- i. A 30' landscape buffer shall be installed/maintained and said buffer shall include trees, shrubs, turf, and a decorative masonry wall that is the same material and architectural design as that used on the buildings throughout the project area. The wall shall be six foot to eight foot in height depending on topography and the height shall be measured from the residential side of the existing property line. The buffer and wall may be modified adjacent to the North Layton Junior High School property and the Castlebrook Commercial Subdivision property to include a minimum 10' landscape buffer and a fencing alternative to ensure compatibility with input from these property owners.
 - ii. All buildings shall be set back a minimum of 60' from the existing property line. The height of the commercial buildings, any portion of which is located between 60' and 90' from the adjacent single family residential uses in this area, shall be limited to one story, but not to exceed 35' in height, including all mechanical facilities. Office buildings within this setback area shall be limited to two stories, but not to exceed 35' in height to allow a balanced architectural office design.
- e. All mechanical facilities shall be screened within the 35' maximum height. The height shall be measured from the finished grade; and uses with higher impacts, such as restaurants, fast food eating establishments, and light manufacturing, shall be prohibited on lots or parcels within this area.
- f. Access to this site from Antelope Drive shall align with 700 West (Harris Boulevard) and continue through the site so as to align with 800 West on the North side of the Subject Area. Owners are solely responsible for the construction of this roadway, its intersection with the north curb line of Antelope Drive, and all costs associated therewith, including traffic semaphores and the removal of any existing structures. Construction and installation of the traffic semaphores shall include all items necessary for a fully functional traffic light including traffic coordination equipment with adjacent traffic signals. Further, if the development of this property is to be done in phasing, access and roadways shall be constructed so as to facilitate traffic onto Antelope Drive. No development shall occur that has its sole access northerly onto 800 West. Owner(s) may complete the construction and dedication of the access described in this paragraph. In the case where one Owner completes and dedicates the access, all Owners agree that the Owner dedicating property and completing the work, at their option, may seek contribution from the other Owner(s) in an amount equal to the noncontributing Owner's proportional share of impact on the road. Said impact will be based on Owner's respective acreage, excluding that property occupied by the public right-of-way. Further, the roadway and development shall be constructed so as to ensure access to Owners respective properties.
- g. These enumerations are not to be construed as approvals thereof, as any required approval process must be pursued independent hereof.
- h. Owners agree to limit development to the above uses upon all properties within their ownership or control, within the Subject Area, and if other uses are desired, they agree to seek amendment of this Agreement before pursuing the development of those uses.

- i. Owners of the area within the CP-1 (Planned Neighborhood Commercial) and B-RP (Business and Research Park) zones, (specifically excluding the Residential Area) agree to develop their respective properties within the subject area, such that:
 - i. All lighting in both the B-RP zone and CP-1 zone (within the Development Area), is directed away from the adjacent residential uses, and shall comply with all requirements of the Layton Municipal Code restrictions regarding lighting, except that light poles shall be limited to a maximum height of 20 feet.
 - ii. Outside speaker systems shall be limited to the drive-through locations shown on Exhibit "B". Speaker volume of drive through restaurant uses within 150' of residential uses shall be managed to limit excessive noise in accordance with Section 19.06.100 of the Layton Municipal Code.
 - iii. All dumpsters and garbage receptacles shall be located outside of existing landscape buffer areas adjacent to residential properties and shall be properly screened as depicted on Exhibit "B". The location and construction of enclosed masonry walls shall be such that the sound of garbage pick-up shall be minimized and the smell and sight do not directly impact the residential neighborhoods. Garbage pick-up shall be limited to the hours between 7:00 a.m. and 9:00 p.m. Delivery times for retail uses adjacent to residential zones shall be limited to the hours between 6:00 a.m. and 9:00 p.m. for the various tenants.
 - iv. The landscaping shown in Exhibit "B" shall be included as part of the terms of this Agreement, and shall become a part and condition of this agreement and shall constitute an adequate buffer and screening for the purposes of this paragraph.
 - v. The perimeter of the Subject Area abutting existing residential uses, except for the school property, shall be fenced with a six foot to eight foot masonry wall. The school property may be fenced, in accordance with the requirements of Chapter 19.16 of Layton Municipal Code, provided the applicant installs a minimum ten foot (10') landscape strip with additional screening to buffer the commercial uses from the school property. The buffer adjacent to the school property shall be coordinated with input from the school district.
 - vi. As of the date of this amended agreement, Owners have accomplished the following options with the installation of the masonry wall and landscape requirement:
 1. Owners shall have the following options regarding the installation of the wall and landscaping adjacent to residential lots along the periphery of the Subject Area:
 2. Deed adjacent residential property owners twenty feet (20') of land to increase depth of the rear yard areas and place masonry wall along newly established property line. Owner shall be responsible for the construction of the masonry wall together with landscaping improvements on both sides equivalent to the thirty foot (30') minimum landscape buffer required by this agreement. Owners shall also be responsible for the installation and extension of irrigation systems, turf grass, and at least one medium/large deciduous tree every twenty five feet (25') per residential parcel. The twenty foot (20') shift of property lines and the masonry wall shall occur for a minimum lineal distance along the periphery of the Subject Area equal to the three (3) contiguous lots along the west boundary; and/or equal to the eight (8) contiguous lots along the north boundary from the northwest corner of the Subject Area to 800 West; and/or equal to the eight (8) contiguous lots along the north boundary from 800 West to the northeast corner of the Subject Area; and/or equal to the twelve (12) contiguous lots along the east boundary from the northwest corner to the southwest corner of the Subject Area; or

3. If the contiguous lineal sections described above in subsection 4.1.1.h.vi of this agreement are not unanimously agreed to by the residential property owners, Owners shall make a cash payment to said adjacent residential property owners of a sum of not less than \$1,000.00 to be used by said residential property owners for the installation of additional landscaping, trees, and buffers on the residential side of the masonry wall constructed along the existing property line.

4.2. Owners shall see that the Subject Property within their ownership and control, within the B-RP (Business and Research Park) zoning district, shall have an aggregate landscaping of twenty-five percent (25%), with each parcel or lot having a minimum of twenty percent (20%) landscaping. The twenty percent (20%) landscaping requirement within the B-RP (Business and Research Park) zone may be modified by the Planning Commission, providing the applicant submits an integrated plan for the development, or a portion thereof, which provides for a balancing of the landscaping requirement and to ensure that the objectives of the landscaping requirement are satisfied. Each parcel or lot within the CP-1 (Planned Neighborhood Commercial) zoning district shall, independently satisfy the landscaping requirement of ten percent (10%) landscaping. In addition, Owners shall not place any use upon the property, which requires any outdoor storage. Outdoor storage shall be defined as the storage of any item or material outside of the four (4) walls of a covered building, including but not limited to gravel, wood chips, automobiles (other than daily parking), machinery, appliances, and other similar items.

4.3. Additional utilities required for the development of the Subject Area shall be provided and installed by the developer, including all utilities in 700 West (Harris Boulevard).

4.4. Except as provided in paragraph 4.2 above, any conflict between the provisions of this Agreement and the City's codified requirements shall be resolved in favor of the more restrictive requirement.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

5.1 Issuance of Permits - Owners. Owners or their assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owners 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 Owners Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The 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 Owners and their contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Owners Undertakings. City shall indemnify, defend and hold Owners 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 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; and
- 6.1.2 Owner 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 B-RP (Business and Research Park) to CP-1 (Planned Neighborhood Commercial).

6.2 Enforced Delay Beyond Parties Control. For the purpose of any other provisions of this Agreement, neither City nor Owners, 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 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 Owners. In the event of a default by Owners' assignee, Owners may elect, in their discretion, to cure the default of such assignee, provided, Owners' cure period shall be extended by thirty (30) days.

ARTICLE VII GENERAL PROVISIONS

7.1 Successors and Assigns of Owners. This Agreement shall be binding upon Owners and their successors and assigns, and where the term "Owners" is used in this Agreement it shall mean and include the successors and assigns of Owners, except that City shall have no obligation under this Agreement to any successor or assign of Owners 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 Owners) of the Subject Area. Upon approval of any assignment by City, or in the event Owners assign all or part of this Agreement to an assignee, Owners 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:

Owners:

IREIT Layton Pointe LLC
2901 Butterfield Road
PO BOX 3666
Oak Brook, Illinois 60523

Midtown Courts Homeowners Association Inc
12371 South 900 East Ste. 200
Draper, Utah 84020
Attn: Suzette Thomas or Emily Daughton
(801) 955-5126

CIG Layton LLC
889 Eaglewood Loop
North Salt Lake, Utah 84054
(801) 573-3580

Layton Antelope LLC
748 West Heritage Park BLVD STE 203
Layton, Utah 84041
801-784-5185

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 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 City and the Owner or Owners affected by the amendment.

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 Attorney's 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 Owners Undertakings, performance of each Owner of that Owners 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 Owners 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. This Agreement shall be recorded upon approval and execution of this agreement by the Owner(s), whose property is affected by the recording and the City.

7.10 Site/Landscape Plan. The Owners have prepared an overall Site/Landscape Plan reflecting the proposed development of the Subject Area. The Site/Landscape-Plan, as depicted in Exhibit "B" shall be executed and then is considered to be a part of this Agreement, binding on the Parties. This Plan may be amended as agreed upon by the Parties, to the extent that said amendments are consistent with the objectives of this Agreement and the City's ordinances and regulations.

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: Joy Petro
JOY PETRO, Mayor

ATTEST:

By: Kimberly S Read
KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

By: Gary K. Crane
GARY CRANE, City Attorney

SUBMITTING DEPARTMENT

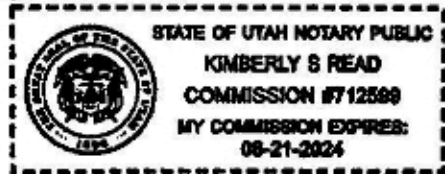
By: Chad Wilkinson
CHAD WILKINSON, Director
Community & Economic Development

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 27th day of JULY, 2021, personally appeared before me Joy Petro, who being duly sworn, did say that he/she is the Mayor of LAYTON CITY, a municipal corporation of the State of Utah, and that the foregoing Agreement was signed in his/her capacity as Mayor on behalf of the City for approval of the Agreement.

Kimberly S Read
Notary Public



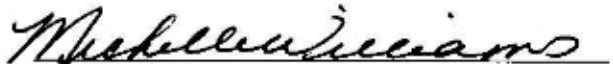
OWNER SIGNATURE AND ACKNOWLEDGEMENT


FIRST AND LAST NAME

Managing Member

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 14th day of July, 2021, personally appeared before me Morris Pusey
who being by me duly sworn, did say that ~~he~~ she is Managing Member of CIG Layton LLC
as the legal property owner of record of the property subject to this Agreement and that he has executed
this Agreement with full authority to do so.


NOTARY PUBLIC

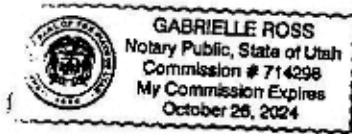


OWNER SIGNATURE AND ACKNOWLEDGEMENT

K. S. Garn
FIRST AND LAST NAME

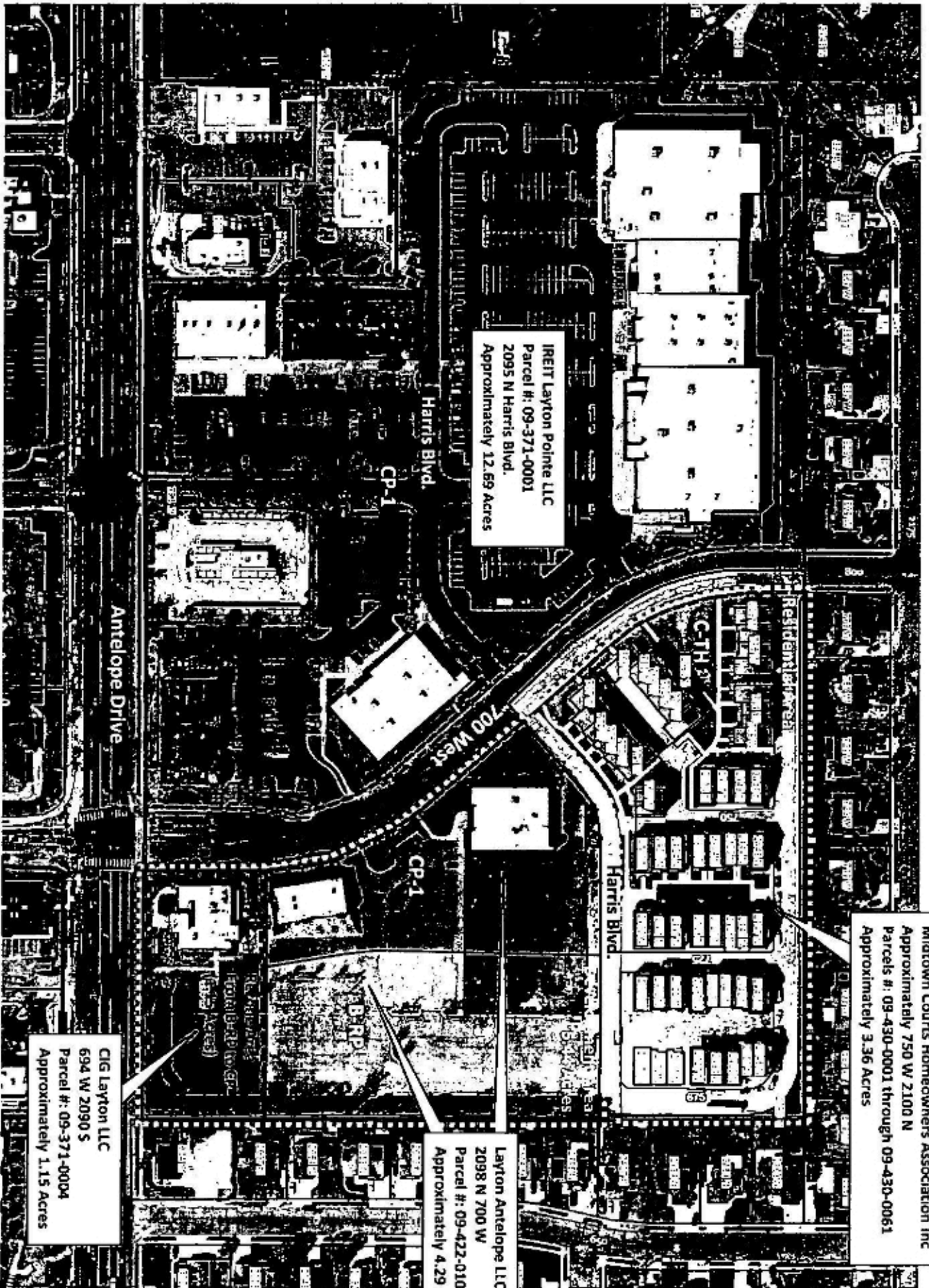
STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 21 day of JULY, 2021, personally appeared before me Kevin S. Garn
who being by me duly sworn, did say that he/she is Manager of Layton Antelope, LLC
as the legal property owner of record of the property subject to this Agreement and that he has executed
this Agreement with full authority to do so.



Gabrielle Ross
NOTARY PUBLIC

Exhibit "A" – Subject Area, Development Area and Rezone Area



A PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH,
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEG AT A PT ON THE N LINE OF SR 108 (ANTELOPE DRIVE), SD PT BEING 46.67
FT N $0^{\circ}08'00''$ E FR THE S $1/4$ COR OF SEC 8-T4N-R1W, SLB&M; THE S $1/4$ COR
BEING LOC 173.95 FT S $59^{\circ}53'31''$ W FR A WITNESS COR. THE BASIS OF
BEARING BEING BETWEEN SD WITNESS COR OF THE WITNESS COR FOR THE
SW COR, SD BASIS OF BEARING BEING S $88^{\circ}14'33''$ E, & RUN TH S $89^{\circ}55'10''$ W,
A DIST OF 315.81 FT ALG SD N LINE OF SR 108; TH ALG THE E LINE OF 700
WEST STR THE FOLLOWING TWO CALLS (1) N, A DIST OF 130.62 FT TO A PT
ON A 400.00 FT RAD CURVE TO THE LEFT & A CENTRAL ANGLE OF $03^{\circ}58'57''$;
(2) N'LY ALG SD CURVE A DIST OF 27.80 FT; TH E, A DIST OF 317.14 FT; TH S
 $00^{\circ}08'00''$ W, A DIST OF 157.98 FT TO THE POB.

CONT. 1.15 ACRES

PARCELS: ~~09-422-0101~~
09-371-0004 ✓