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**Agreement for the Development of Land  
Between Layton City and Clyde B. and Lottie S. Morgan, Trustee, Lee  
and Ruth Bone Family LLC, and Sarah T. Allred, Trustee**

**AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LAND BETWEEN  
LAYTON CITY AND CLYDE B. AND LOTTIE S. MORGAN-TRUSTEE, LEE AND RUTH  
BONE FAMILY LLC, AND SARAH T. ALLRED-TRUSTEE.**

**THIS AGREEMENT** for the annexation and development of land (hereinafter referred to as this "Agreement") is made and entered into this 2nd day of April, 2015, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and CLYDE B. AND LOTTIE S. MORGAN-TRUSTEE, LEE AND RUTH BONE FAMILY LLC, AND SARAH T. ALLRED-TRUSTEE (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 3200 West in Layton City (hereinafter the "Annexation Area");

**WHEREAS**, the total area proposed for annexation consists of approximately 32.968 acres, which is described and depicted on Exhibit A attached hereto (hereinafter Exhibit A);

**WHEREAS**, the total area proposed for development consists of approximately 35.90 acres (the "Subject Area"), which is described and depicted on Exhibit B attached hereto (hereinafter Exhibit B);

**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 32.968 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.

1.3 "Owners" shall mean CLYDE B. AND LOTTIE S. MORGAN-TRUSTEE, LEE AND RUTH BONE FAMILY LLC, AND SARAH T. ALLRED-TRUSTEE "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 the Subject Area, and (c) recordation of the annexation plat for the Annexation Area. Once annexed, the City will act promptly to zone the Subject Area R-S.

2.2 Owners agree to construct only detached single-family homes and permitted amenities in the R-S zone.

## 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.

## 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.** 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.

4.2 **Culinary Water.** Development of the Subject Area will require Owners to install a minimum 8-inch water line within a future street right-of-way that will connect to the 8-inch water line in Overlook Drive at the southwest corner of the Subject Area. Said 8-inch line is required to extend to the north and east through the Subject Area and connect to the existing 8-inch line in 3200 West to create a looped system with the 10-inch water line in Gentile Street.

4.2.1. Owner has the option of connecting directly to the existing 10-inch water line in Gentile Street within a future street right-of-way at the intersection at 3300 West.

4.2.2. Owner shall be responsible, when applicable, for the acquisition of all necessary easements for the construction and installation of all culinary water improvements.

4.2.3. Owner shall be responsible for the construction and installation of all on-site and off-site culinary water improvements.

4.3 **Sanitary Sewer.** Development of the Subject Area requires Owners to install a minimum 8" sanitary sewer line within a future street right of way that will connect to the existing 8" sanitary sewer line in Overlook Drive at the southwest corner of the Subject Area.

4.4 **Storm Drain.** Development of the Subject Area requires Owners to install a storm drain line, the size of which will be determined by final storm drain calculations, within a future street right of way that will connect to the existing storm drain main in Overlook Drive at the southwest corner of the Subject Area.

4.5 **Land Drain.** A land drain system is required throughout the development of the Subject Area, pursuant to a design approved by the City Engineer. Said land drain line will connect to the existing 8" land drain main in Overlook Drive.

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 **Street Connections.** Development of the Annexation Area and Subject Area requires public street connections consistent with block length standards in Title 18 (Land Use Development) of the Layton Municipal Code. Where street connections to existing public streets are not required at the time of development approval, Owners shall provide for future connections with a stubbed street to adjacent vacant land.

4.7.1. The street connection to 3200 West at approximately 80 South is mandatory for development of the Subject Area.

4.7.2. The street connection to 3200 West at approximately 200 South may be required for development of this particular phase of the Subject Area. Development of this portion of the Subject Area will be required to meet the block length standards of Title 18 at the time of development. Further, as needed for the placement of utilities or other infrastructure, the City may dictate the location of the roadway in this vicinity.

4.7.3. The street connection to Gentile Street at approximately 3300 West is only required if the culinary water connection is needed as outlined in 4.2.1. of this Agreement. If the street connection does not occur at the time of development approval, a stubbed street is required at a location that provides for the extension of a public street that aligns with 3300 West at Gentile Street.

4.7.4. At least one stubbed street is required at the sound boundary of the Annexation Area to provide for future street and utility connections to the adjacent vacant property. The location of said stubbed street shall be determined with the approval of the final subdivision plat.

4.8 **Off-Site Street Improvements.** Owner shall be responsible for the completion of certain off-site public street improvements to accommodate pedestrian access to the intersection of Gentile Street and 3200 West.

4.8.1. With the connection to 3200 West at approximately 80 South, Owner shall improve the west side of the 3200 West right-of-way from approximately 80 South to Gentile Street. Said improvements shall include the widening and construction of all necessary asphalt, curb and gutter, and sidewalk as per Layton City Engineering Standards and Guidelines.

4.8.2. If a connection is made to Gentile Street at approximately 3300 West, Owner shall improve the south side of the Gentile Street right-of-way from approximately 3300 West to 3200 West. Said improvement shall include the construction of sidewalk as per Layton City Engineering Standards and Guidelines.

4.9 **Precedence of this Agreement.** This agreement shall take precedence over any contrary provisions of any City staff memorandums or representations.

4.10 **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.

4.11 **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.

4.12 **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.** 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.

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: Clyde B. and Lottie S. Morgan - Trustee  
152 South 3200 West  
Layton, Utah 84041

Lee and Ruth Bone Family LLC  
832 East 50 South  
Pleasant Grove, Utah 84062

Sarah T. Allred - Trustee  
268 South 3200 West  
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 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

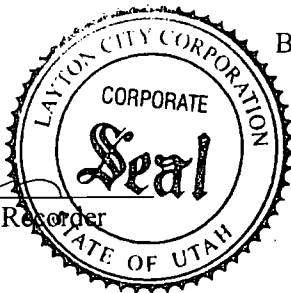
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

LAYTON CITY CORPORATION:

By: [Signature]  
ROBERT J STEVENSON, Mayor

ATTEST:

By: [Signature]  
THIEDA WELLMAN, City Recorder



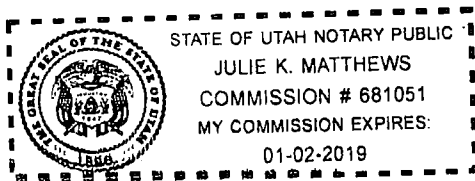
APPROVED AS TO FORM:

[Signature]  
For GARY CRANE, City Attorney

Signed by  
Marie Bone Marie Bone  
Lee & Ruth Bone Family LLC

Subscribed and sworn to me this 27<sup>th</sup> day of April, 2015.

[Signature]  
Notary



Signed by  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary

Signed by  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary



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]  
ROBERT J STEVENSON, Mayor



ATTEST:

By: [Signature]  
THIEDA WELLMAN, City Recorder

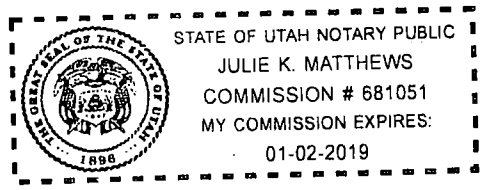
APPROVED AS TO FORM:

[Signature]  
For GARY CRANE, City Attorney

Signed by  
[Signature]  
Clyde B. + Lottie S. Morgan, Trustee

Subscribed and sworn to me this 28 day of apr, 2015.

[Signature]  
Notary



Signed by  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary

Signed by  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary

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]  
ROBERT J STEVENSON, Mayor

ATTEST:

By: [Signature]  
THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

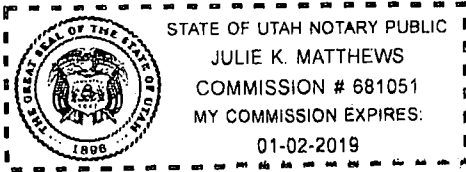
[Signature]  
GARY CRANE, City Attorney

Signed by Ann Allred Schultz - Trustee

Ann Allred Schultz Trustee  
Sarah T. Allred Trust

Subscribed and sworn to me this 17<sup>th</sup> day of May, 2015.

[Signature]  
Notary



Signed by \_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

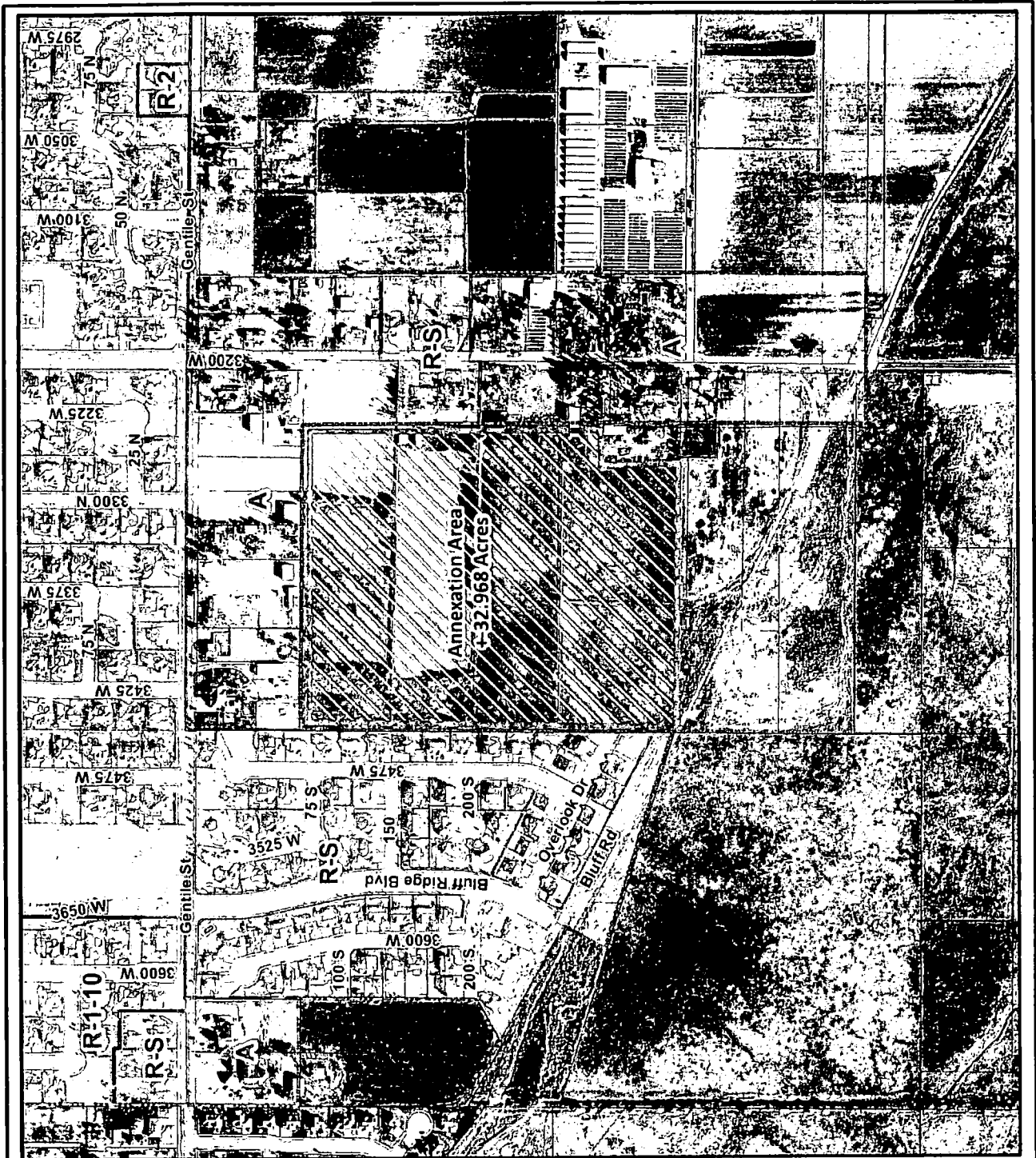
Notary

Signed by \_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Notary

### EXHIBIT "A" Annexation Area



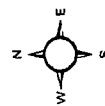
## Annexation Agreement

**Morgan-Bone-Allred Annexation**

Approx.  
200 South  
3200 West  
  
32,968 Acres

**LEGEND**

- Layton City Boundary
- Property
- Lakes
- Streams



1 inch = 458.33 feet

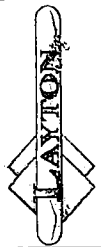
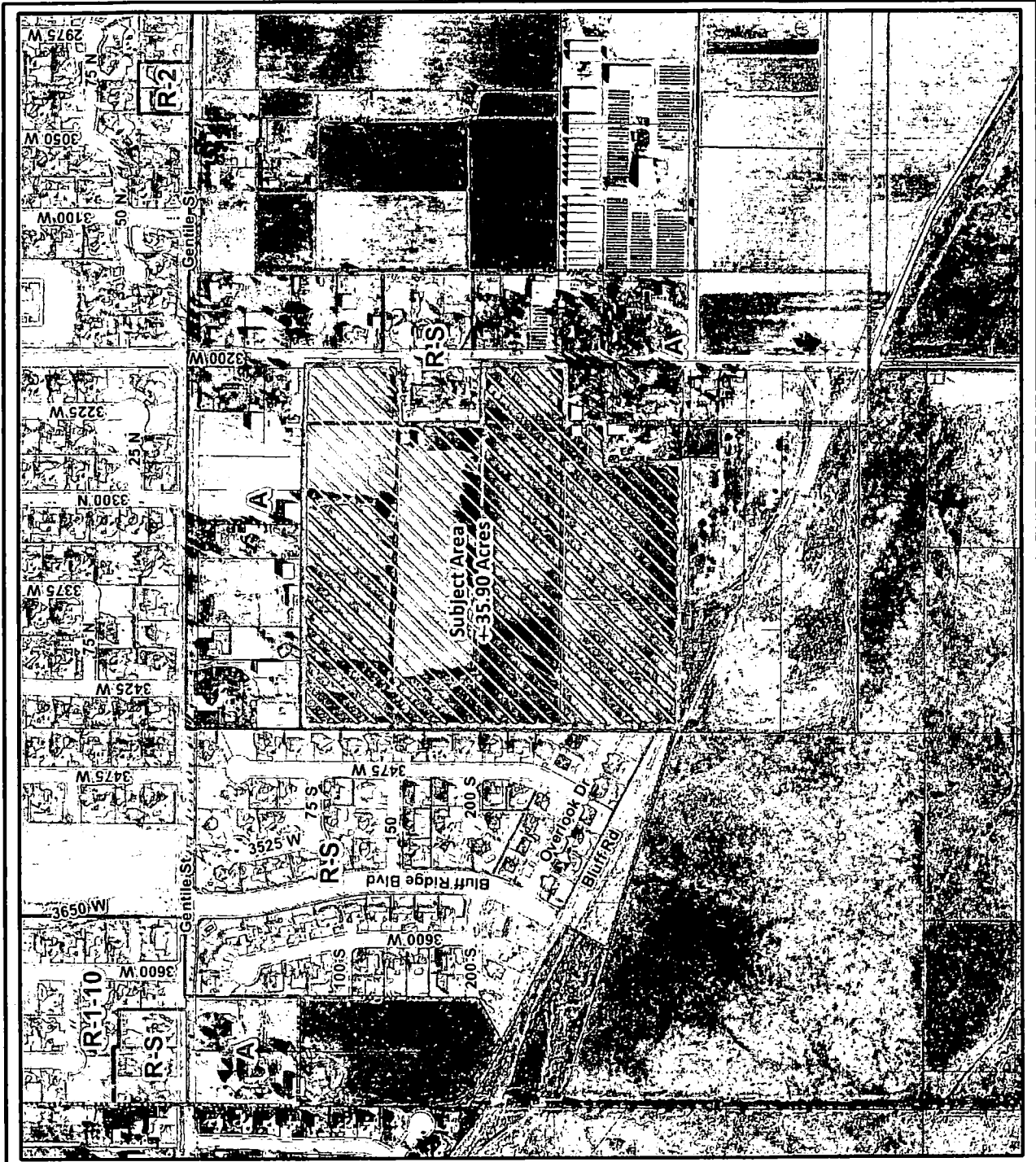


EXHIBIT "B"  
Subject Area



**EXHIBIT B**  
**Annexation Agreement**  
**Morgan-Bone-Allred Annexation**  
**Approx. 200 South 3200 West**  
**Subject Area 35.90 Acres**

**LEGEND**  
Layton City Boundary  
Property  
Lakes  
Streams

N  
W E S

1 inch = 458.33 feet

Legal Description

Beginning at a corner point on a current south and west line of Layton City as defined on an Annexation Plat titled, "Plat of the Addition to the Corporate Limits of Layton City, Davis County, Utah 1991 as Entry no. 948092 recorded on November 14, 1991 in Book 1450 at Page 516 of the records of Davis County, said point being South  $0^{\circ}11'56''$  West 412.50 feet along the section line and North  $89^{\circ}53'55''$  West 233.00 feet from the Northeast Corner of Section 26, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running;

Thence South  $0^{\circ}11'56''$  West 1083.49 feet along the west line of said corporate limits as defined on the aforementioned annexation plat;

Thence North  $89^{\circ}18'00''$  West 125.70 feet;

Thence South  $0^{\circ}11'56''$  West 271.67 feet;

Thence North  $89^{\circ}18'00''$  West 963.91 feet to an extension of the east line of Island View Ridge Subdivision;

Thence North  $0^{\circ}12'31''$  East 1343.78 feet to and along the east line of Island View Ridge Subdivision to the south line of the aforementioned annexation plat;

Thence South  $89^{\circ}53'55''$  East 1089.33 feet along the south line of the aforementioned annexation plat to the point of beginning.

Contains 1,436,028 square feet, 32.968 acres.