

Office of the Davis County Recorder



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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/15/2016 04:42 PM
FEE \$0.00 Pgs: 16
DEP RT REC'D FOR LAYTON CITY CORP

09-119-0011

RETURNED

JUN 15 2016

Flag legal

Recorder
Richard T. Maughan
Chief Deputy
Laile H. Lomax

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)

Tax Serial Number(s)

**AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN LAYTON
CITY AND 193 ASSOCIATES, LLC**

THIS AGREEMENT for the development of land (hereinafter referred to as this "Agreement") is made and entered into this 19th day of May, 2016, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and 193 ASSOCIATES, LLC (hereinafter referred to as "Owner"), with City and Owner collectively referred to as the "Parties" and separately as "Party".

RECITALS

WHEREAS, in furtherance of the objectives of the Layton City General Plan, City has considered an application for a zone change from B-RP (Business-Research Park) to R-1-6 and R-1-8 (Single Family Residential), of a portion of certain property located at approximately 1374 East 3100 North in Layton City (hereinafter the "Subject Area"); and

WHEREAS, the total area proposed for development consists of approximately 31.45 acres (the "Subject Area") and is depicted on Exhibit A attached hereto (hereinafter Exhibit "A"); and

WHEREAS, the total area proposed for rezone from B-RP to R-1-6 and R-1-8 consists of approximately 24.71 acres (the "Rezone 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 development of the Subject Area, in a manner consistent with the City's General Plan and the intent reflected in that Plan; and

WHEREAS, City is willing to grant R-1-6 and R-1-8 zoning approval on the Subject Area, subject to Owner 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 finds that entering into the Agreement with Owner is in the vital and best interest of the City and health, safety, and welfare of its residents.

NOW, THEREFORE, each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

**ARTICLE I
DEFINITIONS**

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

- 1.1 "Owner's Property" shall mean that property owned by 193 ASSOCIATES, LLC.
- 1.2 "City" shall mean Layton City, a body corporate and politic of the State of Utah. The principal office of City is located at 437 North Wasatch Drive, Layton, Utah, 84041.
- 1.3 "Owner" shall mean 193 ASSOCIATES, LLC. The principal office for Owner is 1450 East Pioneer Road, Draper, UT 84020.

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

1.5 "B-RP" zoning shall mean a business and research park 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 "R-1-6" 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.

1.7 "R-1-8" 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.

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

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

1.10 "Concept Plan" shall mean the concept plan for the Rezone Area as depicted on Exhibit "C" attached hereto.

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 Zoning consistent with "Exhibit B" is a condition precedent to Owner's Undertakings in Article IV. Zoning of the Subject Area shall reflect the general concept as depicted in "Exhibit B", which includes:

2.2.1. Approximately 12.86 acres of R-1-6 (Single Family Residential) zoning;

2.2.2. Approximately 11.85 acres of R-1-8 (Single Family Residential) zoning;

2.2.3. Approximately 6.74 acres of B-RP (Business-Research Park) zoning.

ARTICLE III CITY'S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Section Article IV, City shall approve the rezone of the Subject Area from its present zoning of B-RP to R-1-6 and R-1-8, with an effective date of no sooner than the effective date and adoption of this Agreement by the City Council. Any zoning amendment 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. All permits and site plan reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

3.2 The proposed zoning changes are as reflected on "Exhibit B" for the overall area.

**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 has 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 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.** Culinary water service for the Subject Area will require water line connections and extensions from Church Street for the B-RP portion of the Subject Area and from 3100 North for the R-1-6 and R-1-8 portion (hereinafter "residential portion") of the Subject Area.

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

4.2.2. Development of the B-RP portion of the Subject Area will require the extension, construction and installation of a 16-inch water line in Church Street through and to the north boundary of the Subject Area.

4.2.3. Development of the residential portion of the Subject Area will require the off-site extension, construction and installation of a 10-inch water line in 3100 North from the intersection of 3100 North and 1250 East to the western boundary of the Subject Area.

4.2.4. The Fire Marshal will determine the required fire flow and fire protection requirements from both water lines servicing the Subject Area.

4.3 **Sanitary Sewer.** Sanitary sewer service for the Subject Area will require sewer line connections and extensions from Church Street for the B-RP portion of the Subject Area and from 3100 North for the residential portion of the Subject Area.

4.3.1. Owner shall be responsible, when applicable, for the acquisition of all necessary easements for the construction and installation of all sanitary sewer improvements.

4.3.2. Development of the B-RP portion of the Subject Area will require the extension, construction and installation of the 8-inch sewer line in Church Street through the Subject Area.

4.3.3. Development of the residential portion of the Subject Area will require the off-site extension, construction and installation of an 8-inch sewer line in 3100 North from the intersection of 3100 North and 1175 East to the western boundary of the Subject Area.

4.3.4. The Subject Area is included in the Greyhawk sanitary sewer payback area. The sanitary sewer payback to be collected from Owner upon development of the Subject Area is \$2,728.00 per acre.

4.4 **Storm Drain.** Storm Drain service for the Subject Area will require storm drain line connections and extensions from Church Street for the B-RP portion of the Subject Area and from 3100 North for the residential portion of the Subject Area.

4.4.1. Owner shall be responsible, when applicable, for the acquisition of all necessary easements for the construction and installation of all required storm drain improvements.

4.4.2. Development of the B-RP portion of the Subject Area requires the extension, construction and installation of the 21-inch storm drain line in Church Street. More specifically, this storm drain line is designed to service the southeastern portion of the Subject Area.

4.4.3. Development of the residential portion of the Subject Area requires the acquisition of offsite property located on the west side of North Hills Drive, and the construction and installation of the offsite detention basin including inlet and outlet structures, excavation of the proportional share of the detention basin and required piping. This project is included in the Storm Drain Impact Fee Facilities Plan and is eligible for a Storm Drain Impact Fee credit.

4.4.4. The residential portion of the Subject Area, more specifically a portion of parcel 09-119-0011, is included in the Church Street storm drain payback area. The storm drain payback to be collected from Owner upon development of the corresponding portion of parcel 09-119-0011 of the Subject Area is \$7,773.00 per acre.

4.5 **Street Improvements.** Development of the Subject Area will require specific public street improvements of North Hills Drive (3100 North), the extension of Church Street and provisions for appropriate east/west street connections through the Subject Area

4.5.1. North Hills Drive (3100 North) street improvements are required on the frontage of the Subject Area including installation of curb and gutter, sidewalk and widening of asphalt to meet City standards.

4.5.2. Full street improvements and dedication for the extension of Church Street through the Weber Basin Water Conservancy District (Weber Basin) property at the south boundary line and through the Subject Area are required within two years of final plat approval of the first subdivision phase of the residential area, as depicted on Exhibit "C", with a completion date no later than October 15, 2019. The portion of Church Street that is south of the roundabout shall include the appropriate off-site portion of the Green property, as depicted on Exhibit "C". Owner is responsible for the dedication of the required half width of Church Street north of the roundabout, as depicted on Exhibit "C", and shall post a cash bond for said half width for the future construction of this portion of Church Street no later than October 15, 2019. Church Street is a 66-foot right-of-way.

4.5.3. Owner shall gain approval from adjacent properties east of the Subject Area (Edward D. Green and LDS Church) for the extension of the east/west road connecting the Subject Area to 1700 East as depicted on Exhibit "C". The east/west connecting road shall be constructed and dedicated prior to final approval of the construction of the public improvements of the first phase of development of the Subject Area.

4.5.4. If completion of the east/west connecting road is not possible, as outlined in subsection 4.5.3 of this Agreement, Owner shall have the option of completing the Church Street extension up to and including the roundabout, as outlined in subsection 4.5.2 of this Agreement, with a completion date prior to final approval of the construction of the public improvements of the first phase of development of the residential portion of the Subject Area. Said Church Street extension option prior to the east/west connecting road shall be subject to City Engineer approval with both street connections completed no later than October 15, 2019.

4.5.5. Owner shall design and construct the mid-block trail connections as depicted on Exhibit "C". These mid-block trail connections will provide future access to the future City trail, which is planned on property located directly north of the Subject Area.

4.6 **Land Drain.** There is not a land drain system available to service the Subject Area. Homes constructed in the R-1-6 and R-1-8 zoned areas are required to install foundation drains as per Section 18.40.020 "Footing and foundation drainage" of the Layton Municipal Code, which will tie into a land drain system developed with the subdivision. Said land drain system is required to connect to the storm drain system at a point where the rim of the storm drain manhole at the connection point is lower than the finished floor elevation of the homes.

4.7 **Secondary Water.** The Subject Area is within the Weber Basin Water Conservancy District (Weber Basin) service area for secondary water. Owner shall coordinate system requirements with Weber Basin for secondary water service for the Subject Area.

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

4.9 **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 and Economic Development Department and other appropriate departments and agencies having authority to issue such permits in connection with the performance of Owner's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Owner shall, in good faith, diligently pursue completion of the development.

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 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 herein.

**ARTICLE VI
REMEDIES**

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

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

6.1.2 Owner agrees 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 R-1-6 and R-1-8 to B-RP.

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

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

6.5 Appeals. If the Owner desires to appeal a determination made hereunder by Staff, said appeal shall be to the Planning Commission, whose decision shall be final. If the appeal is regarding the interpretation of this Agreement the appeal shall be to the City Council with a recommendation from the Planning Commission and Staff.

ARTICLE VII GENERAL PROVISIONS

7.1 Successors and Assigns of Owner. This Agreement shall be binding upon Owner and its successors and assigns, 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 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 Owner: 193 ASSOCIATES, LLC
1450 East Pioneer Road
Draper, Utah 84020
Attn: Cheryl Kehl
801/201-8193

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

Upon at least ten (10) days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America.

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of such transmission.

7.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Owner.

7.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

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

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

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

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

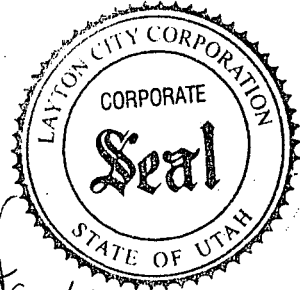
7.8.1 With regard to Owner's Undertakings, performance by Owner of Owner's Undertakings as set forth herein.

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

Upon either Party'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. This Agreement shall be recorded in reference to the property, and shall run with the land and be binding upon all successors in interest of the property.

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

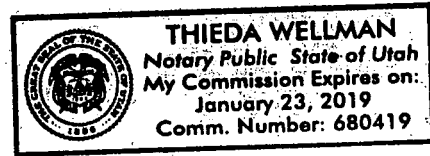
Subscribed & SWORN to before me
this 19th day of May, 2016.

[Signature]
Notary

APPROVED AS TO FORM:

[Signature]

FOR GARY CRANE, City Attorney



Signed by

193 ASSOCIATES, LLC.

[Signature]

Subscribed and sworn to before me this 7th day of June, 2016.

[Signature]
Notary

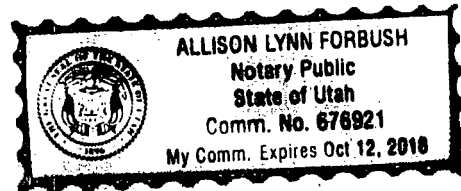


EXHIBIT "A"

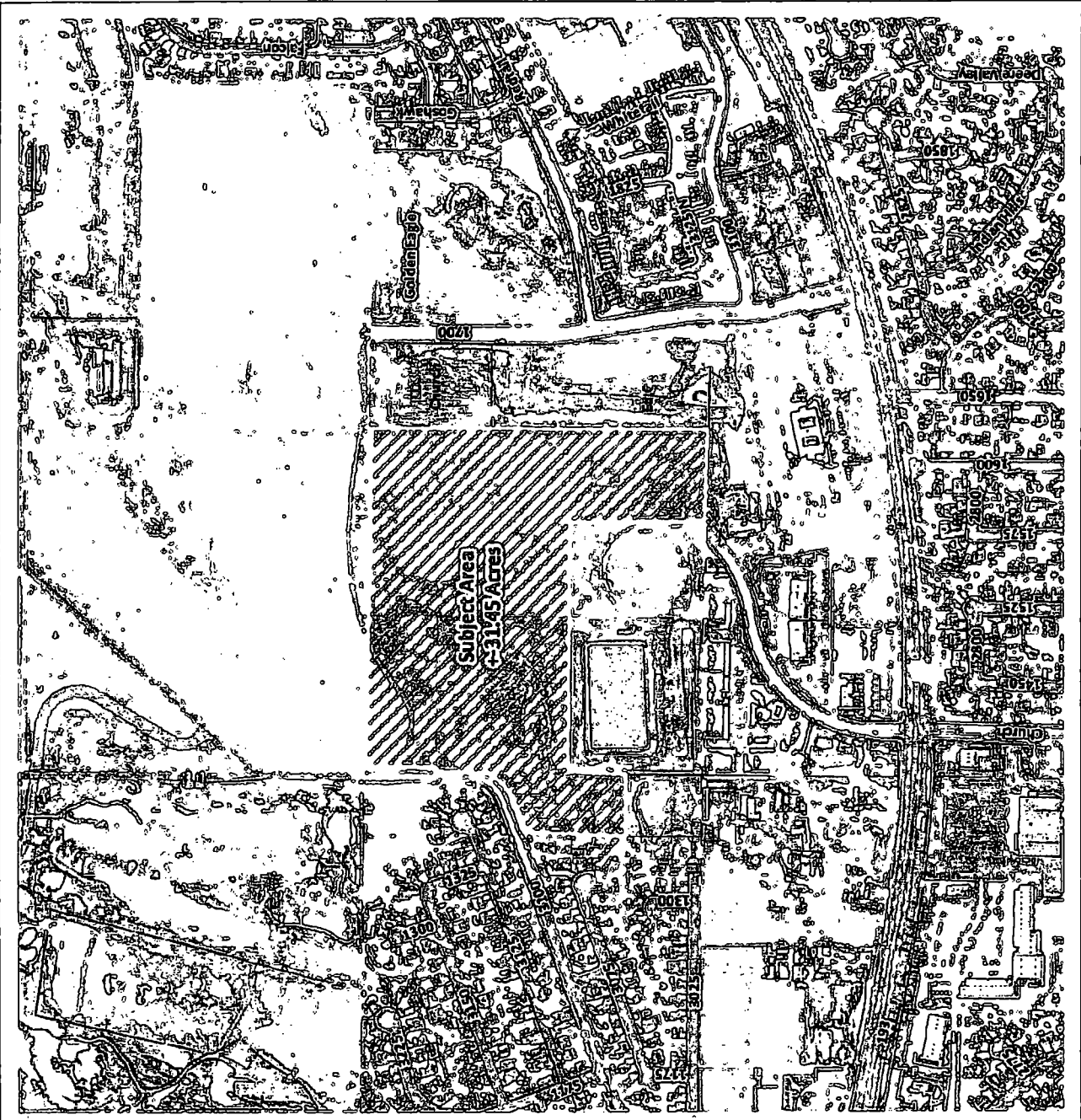





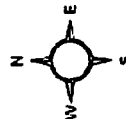


EXHIBIT "A"

Subject Area

193 Associates
Development
Agreement

-  Layton City Boundary
-  Interstate 15
-  Streams
-  Lakes
-  Subject Area



1 Inch = 500 feet









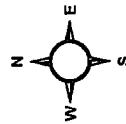
EXHIBIT "B"



EXHIBIT "B"
Rezoned Area

193 Associates
Development
Agreement

-  Layton City Boundary
-  Highways
-  Interstate 15
-  Streams
-  Lakes
-  Rezoned Areas

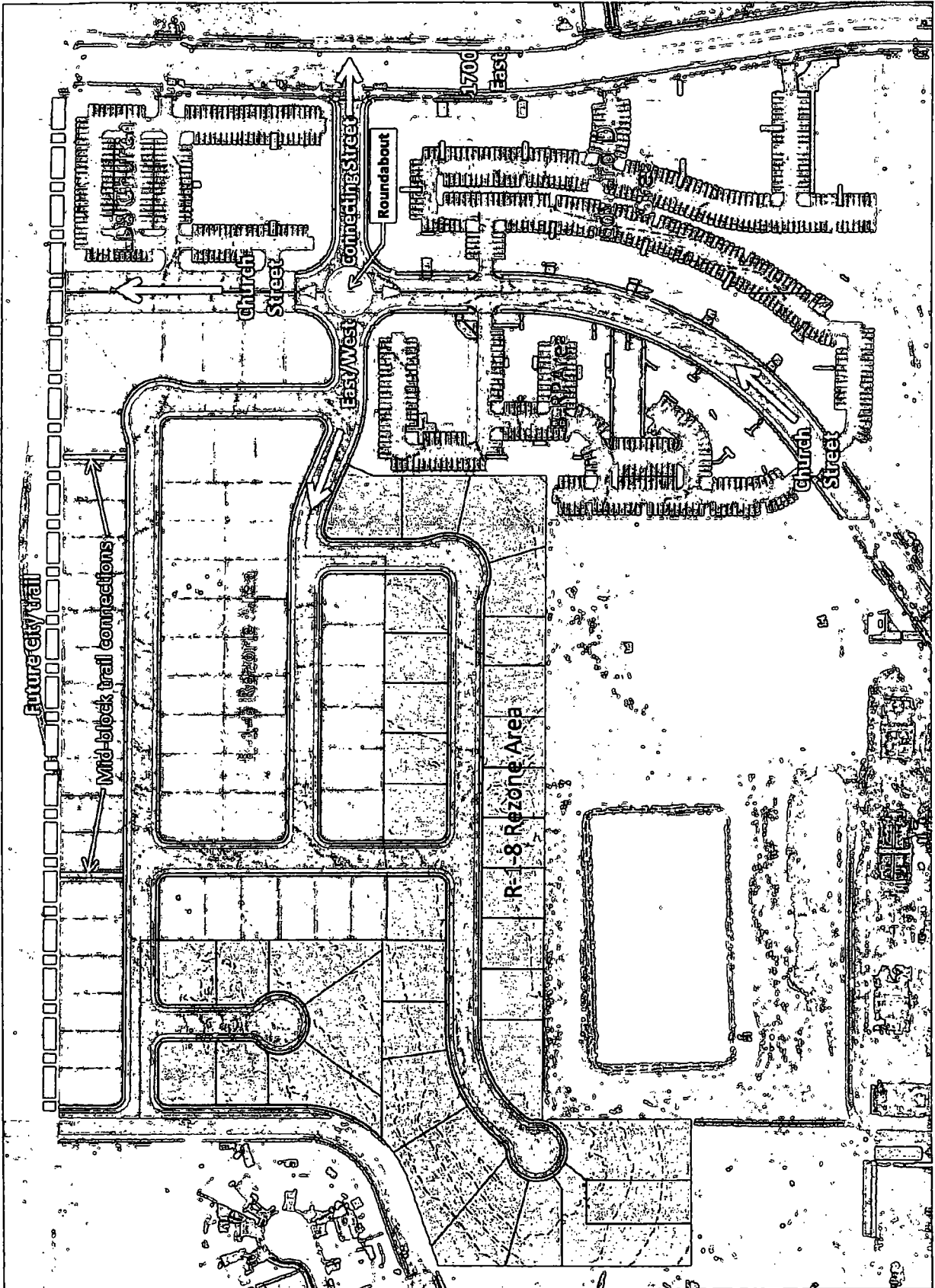


1 inch = 500 feet



EXHIBIT "C"

Concept Plan for Rezone



BOUNDARY DESCRIPTION
@ B-RP Zone - Office Area

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 3, TOWNSHIP 4
NORTH, RANGE 1 WEST, SLB&M LAYTON, UTAH; THENCE S.89°46'40"E.
ALONG THE SECTION LINE A DISTANCE OF 1719.82 FEET AND SOUTH A
DISTANCE OF 2113.15 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.89°44'33"E. A DISTANCE OF 72.78 FEET; THENCE N.00°01'20"W. A
DISTANCE OF 282.54 FEET; THENCE N.23°32'47"E. A DISTANCE OF 45.87 FEET;
THENCE N.23°25'26"E. A DISTANCE OF 29.00 FEET TO THE POINT OF
CURVATURE OF A 387.18 FOOT RADIUS TANGENT CURVE TO THE RIGHT;
THENCE SOUTHEASTERLY A DISTANCE OF 154.43 FEET ALONG THE ARC OF
SAID CURVE HAVING A CENTRAL ANGLE OF 22°51'09" AND A CHORD THAT
BEARS S.78°34'25"E. 153.41 FEET; THENCE EAST A DISTANCE OF 119.06 FEET;
THENCE S.00°11'05"W. A DISTANCE OF 854.48 FEET; THENCE N.88°38'06"W. A
DISTANCE OF 370.68 FEET; THENCE N.00°09'02"E. A DISTANCE OF 525.17
FEET TO THE POINT OF BEGINNING.
CONTAINING 293,449 SQ. FT.

BOUNDARY DESCRIPTION
@ R-1-6 Zone SFD Area

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 1 WEST, SLB&M LAYTON, UTAH; THENCE S.89°46'40"E. ALONG THE SECTION LINE A DISTANCE OF 2688.50 FEET AND N.00°06'54"E. A DISTANCE OF 1316.49 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.89°30'22"E. A DISTANCE OF 1341.48 FEET; THENCE S.00°12'25"W. A DISTANCE OF 468.37 FEET; THENCE WEST A DISTANCE OF 119.06 FEET TO THE POINT OF CURVATURE OF A 387.18 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY A DISTANCE OF 154.43 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 22°51'09" AND A CHORD THAT BEARS N.78°34'25"W. 153.41 FEET TO THE POINT OF CURVATURE OF A 315.79 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY A DISTANCE OF 150.05 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 27°13'31" AND A CHORD THAT BEARS N.72°40'45"W. 148.65 FEET; THENCE N.89°30'22"W. A DISTANCE OF 19.72 FEET; THENCE S.00°00'03"W. A DISTANCE OF 132.43 FEET; THENCE N.89°30'22"W. A DISTANCE OF 46.17 FEET; THENCE S.83°40'34"W. A DISTANCE OF 58.36 FEET; THENCE N.89°29'36"W. A DISTANCE OF 103.48 FEET; THENCE N.00°02'38"E. A DISTANCE OF 404.18 FEET; THENCE N.89°30'22"W. A DISTANCE OF 287.51 FEET; THENCE N.00°29'38"E. A DISTANCE OF 132.42 FEET TO THE POINT OF BEGINNING.
CONTAINING 560,412 SQ. FT.

BOUNDARY DESCRIPTION
@ R-1-8 Zone SFD Area

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 3, TOWNSHIP 4
NORTH, RANGE 1 WEST, SLB&M LAYTON, UTAH; THENCE S.89°46'40"E.
ALONG THE SECTION LINE A DISTANCE OF 2688.50 FEET AND N.00°06'54"E.
A DISTANCE OF 1448.91 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.89°30'22"E. A DISTANCE OF 287.51 FEET; THENCE S.00°02'38"W. A
DISTANCE OF 404.18 FEET; THENCE S.89°29'36"E. A DISTANCE OF 103.48
FEET; THENCE N.83°40'34"E. A DISTANCE OF 58.36 FEET; THENCE
S.89°30'22"E. A DISTANCE OF 461.17 FEET; THENCE N.00°00'03"E. A
DISTANCE OF 132.43 FEET; THENCE S.89°30'22"E. A DISTANCE OF 19.72 FEET
TO THE POINT OF CURVATURE OF A 315.79 FOOT RADIUS TANGENT CURVE
TO THE RIGHT; THENCE SOUTHEASTERLY A DISTANCE OF 150.05 FEET
ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 27°13'31"
AND A CHORD THAT BEARS S.72°40'45"E. 148.65 FEET; THENCE S.23°25'26"W.
A DISTANCE OF 29.00 FEET; THENCE S.23°32'47"W. A DISTANCE OF 45.87
FEET; THENCE S.00°01'20"E. A DISTANCE OF 282.54 FEET; THENCE
N.89°44'33"W. A DISTANCE OF 72.78 FEET; THENCE N.89°33'21"W. A
DISTANCE OF 970.29 FEET; THENCE S.00°06'52"W. A DISTANCE 241.75 FEET;
THENCE N.89°40'02"W. A DISTANCE OF 239.80 FEET; THENCE N.00°18'26"E. A
DISTANCE OF 413.50 FEET; THENCE N.70°49'46"E. A DISTANCE OF 140.80
FEET TO THE POINT OF CURVATURE OF A 148.15 FOOT RADIUS TANGENT
CURVE TO THE LEFT; THENCE NORTHEASTERLY A DISTANCE OF 57.72 FEET
ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 22°19'20"
AND A CHORD THAT BEARS N.61°15'51"E. 57.35 FEET TO THE POINT OF
CURVATURE OF A 161.97 FOOT RADIUS TANGENT CURVE TO THE LEFT;
THENCE NORTHEASTERLY A DISTANCE OF 112.50 FEET ALONG THE ARC OF
SAID CURVE HAVING A CENTRAL ANGLE OF 39°47'42" AND A CHORD THAT
BEARS N.30°12'19"E. 110.25 FEET; THENCE N.00°06'53"E. A DISTANCE OF
318.23 FEET TO THE POINT OF BEGINNING.
CONTAINING 515,970 SQ. FT.