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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
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DEP RTT REC'D FOR LAYTON CITY CORP

RETURNED

NOV 28 2017.

09-371-0003

FOURTH AMENDED AGREEMENT FOR DEVELOPMENT OF LAND  
BETWEEN LAYTON CITY AND LAYTON POINTE LC

**FOURTH AMENDED AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN  
LAYTON CITY AND LAYTON POINTE LC  
(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 15<sup>th</sup> day of November, 2017, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and LAYTON POINTE LC (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 7<sup>th</sup> day of August, 1997, the City approved an application for a zone change from the present 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 consists of approximately 22.53 acres belonging to Layton Pointe LC, and is depicted on Exhibit "A" attached hereto; and

WHEREAS, the City has 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 has 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 Exhibit "D"; and

WHEREAS, Owners are the owner of the above described property and have presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with the overall objectives of Layton City's General Plan, 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, together with a traffic and market analysis provided by the developer and depicted in Exhibit "B"; and

WHEREAS, the City has considered the overall benefits of a mixed-use concept for the Subject Area to facilitate a combination of retail, business and research park, 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 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 while considering changing conditions and market demand for commercial and residential uses; and

WHEREAS, the current zoning of the Subject Area is CP-1 (Planned Neighborhood Commercial) and B-RP (Business and Research Park) (as shown on Exhibit "A"), a portion of which is proposed to be rezoned to C-TH (Condominium/Townhouse), 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 that property owned by Owners, as 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 Pointe LC. 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.

#### **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 a portion of the Subject Area from its present zoning of B-RP (Business and Research Park) to CP-1 (Planned Neighborhood Commercial) which constitutes approximately 9.10 acres as depicted on the attached Exhibit "A", and shall approve the rezone of the Residential Area from its present zoning of 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 "D", with an effective date of no sooner than the effective date and adoption of this Agreement by the City Council. 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**

4.1 Conditioned upon City's performance of its undertakings set forth in Article III with regard to the General Plan amendment and to the zoning change of the Subject Property including Residential Area, and provided Owners have not terminated this Agreement pursuant to Section 7.8, Owners agree to the following:

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 at 2058 North Harris Boulevard shall be limited to land uses allowed in the CP-1 zoning district except the following:

1. Fast Food Eating Establishments;
2. Car Wash;
3. Service Station, minor repairs;
4. Gasoline, retail; and
5. Restaurant.

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.                                    |
| xvi. Studio: Artist, photography, dance, music, drama;     |  |

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

- i. A ten foot (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 twenty five feet (25'), with shrubs that provide coverage of at least sixty percent (60%) of the landscape surface area at mature growth.
- ii. Buildings shall be set back a minimum of forty feet (40') from the northern and eastern property line.
- iii. Street trees shall be planted every thirty feet (30') along the street frontages of 700 West and Harris Boulevard.

- d. Owners shall comply with the following requirements on all development within one hundred fifty feet (150') or within one (1) lot depth of residentially zoned or occupied property, exclusive of the Residential Area and North Layton Junior High School property:
- i. Thirty foot (30') landscape buffer shall be installed 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 (6') to eight foot (8') 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 ten foot (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 sixty feet (60') from the existing property line (as depicted on Exhibit "B"; Site Plan for Buildings 3, 4, 5, 6, and 7). The height of the commercial buildings, any portion of which is within this area, shall be limited to one (1) story, but not to exceed thirty-five feet (35') in height, including all mechanical facilities. Office buildings within this area shall be limited to two (2) stories, but not to exceed thirty-five feet (35') in height to allow a balanced architectural office design (as depicted on Exhibit "B"; Site Plan for Buildings 3, 4, 5, 6, and 7).
  - iii. All mechanical facilities shall be screened within the thirty-five feet (35') maximum height. The height shall be measured from the finished grade; and uses with higher impacts, such as restaurants, fast food eating establishments (see Exhibit "B"; Site Plan - Building "F") and light manufacturing, shall be prohibited on lots or parcels within this area.
- e. 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.
- f. These enumerations are not to be construed as approvals thereof, as any required approval process must be pursued independent hereof.
- g. 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.

- h. 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, is directed away from the residential uses surrounding the subject area, and shall comply with all requirements of the Layton Municipal Code restrictions regarding lighting.
  - ii. No outside speaker systems shall be permitted in the Subject Area.
  - iii. All dumpsters and garbage receptacles shall be located away from the surrounding residential properties and shall be properly screened as depicted on Exhibit "B"; Site Plan – between Buildings 3 and 5. The location shall be such that the smell and sight do not directly impact the residential neighborhoods. Delivery times for retail uses adjacent to residential zones shall be limited to the business hours for the various tenants. Delivery access to the rear of the buildings/uses located at the northwest corner of the Subject Area shall be provided at the south side of Building 3 on the Site Plan as depicted in Exhibit "B".
  - iv. Landscaping shall be placed between the residences and the B-RP and CP-1 uses, to serve as an adequate buffer between the uses. The landscape plan approved by the Planning Commission, in compliance with the terms of this Agreement, shall become a part and condition of this agreement and shall constitute an adequate buffer 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 (6') to eight foot (8') masonry wall as depicted in Exhibit "B". 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 The buildings constructed on the Subject Area within the B-RP (Business and Research Park) and CP-1 (Planned Neighborhood Commercial) areas shall be substantially consistent with the architectural renderings as shown on Exhibit "B". The building materials shall be masonry (stucco, brick, rock) of earth tone color. The architecture and landscaping shall be substantially consistent with the site plan submitted by the developer as shown in Exhibit "B". Development of the Subject Area shall produce an architecturally integrated project that provides a consistent architectural feel. City Staff shall provide recommendations consistent with the overall project as depicted in Exhibit "B". Significant or material changes to the architecture and materials of the proposed buildings shall be submitted to the Planning Commission for review and approval.

4.4. 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).

4.5. 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 If the remedy of reversion is pursued, the defaulting Owners agree not to contest the reversion of the zoning on undeveloped portions of the Residential Area, by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversion of the zoning from C-TH (Condominium/Townhouse) to B-RP (Business and Research Park) and CP-1 (Planned Neighborhood Commercial).
- 6.1.3 If the remedy of reversion is pursued, the defaulting Owners agree not to contest the reversion of the zoning on undeveloped portions of the Subject Area, by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversion of the zoning from CP-1 (Planned Neighborhood Commercial) to B-RP (Business and Research Park).

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:                   Layton Pointe LC  
                              9450 South Redwood Road  
                              P.O. Box 851010  
                              South Jordan, Utah 84095-1010  
                              801-253-8950; 801-253-8951 (FAX)

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.

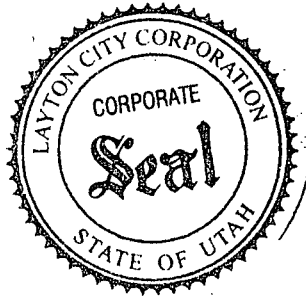
Upon Owners request (or the request of Owner's assignee), the other Party agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

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

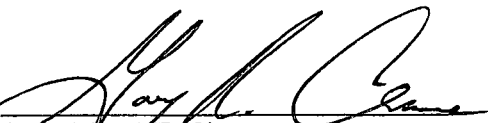


By:   
ROBERT J STEVENSON, Mayor

ATTEST:

By:   
KIMBERLY S READ, City Recorder

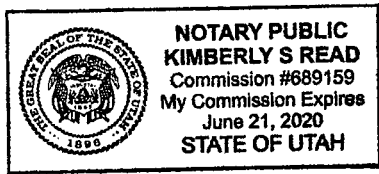
APPROVED AS TO FORM:

By:   
GARY CRANE, City Attorney

CITY ACKNOWLEDGEMENT

STATE OF UTAH )  
 : SS.  
COUNTY OF DAVIS )

On this 22nd day of November, 2017, personally appeared before me Robert J Stevenson 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.



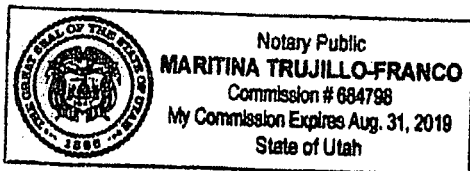
Kimberly S Read  
NOTARY PUBLIC

OWNER ACKNOWLEDGEMENT

[Signature]  
GARY HOWLAND, LAYTON POINTE LC  
TYLER by Howard Partners, Inc  
Its Manager

STATE OF UTAH )  
 : SS.  
COUNTY OF DAVIS )

On this 15th day of November, 2017, personally appeared before me G. Tyler Howland who being by me duly sworn did say that he/she is the President of Howland of Layton Pointe LC, and that Layton Pointe LC is the legal property owner of record of the property subject to this Agreement and that the foregoing Agreement was signed in behalf of said corporation/partnership by authority of its Board of Directors/by-laws, and he/she acknowledged to me that said corporation/partnership executed the same. Partners Inc, Manager



Martina Trujillo-Franco  
NOTARY PUBLIC

## LEGAL DESCRIPTION

09-371-0003

ALL OF LOT 2, HARRIS POINTE SUBDIVISION. CONT. 9.34 ACRES  
LESS & EXCEPT: BEG AT A PT ON THE N LINE OF SR 108  
(ANTELOPE DRIVE), SD PT BEING 46.67 FT N 0<sup>^</sup>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<sup>^</sup>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<sup>^</sup>14'33" E,  
& RUN TH S 89<sup>^</sup>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<sup>^</sup>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<sup>^</sup>08'00" W, A DIST OF 157.98 FT TO THE POB. CONT.  
1.15 ACRES TOTAL ACREAGE 8.19 ACRES