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RICHARD T. MAUGHAN  
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DEF RT REC'D FOR LAYTON CITY CORP

AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON  
CITY AND LAYTON HEALTH HOLDINGS, LLC

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND  
LAYTON HEALTH HOLDINGS, LLC**

THIS AGREEMENT for the development of land (hereinafter referred to as this "Agreement") is made and entered into this 15<sup>th</sup> day of August, 2018, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and property owner LAYTON HEALTH HOLDINGS 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 of a certain property located at approximately 312-332 West Gentile Street in Layton City (hereinafter the "Subject Area") from B-RP (Business and Research Park) to C-TH (Condominium/Townhouse) as depicted on Exhibit A attached hereto; and

WHEREAS, Parties desire to enter into this Agreement to provide for the development of the Subject Area consisting of approximately 4.88 acres (hereinafter the "Development Area" as depicted on Exhibit A), in a manner consistent with the City's General Plan and the intent reflected in that Plan; and

WHEREAS, City is willing to grant approval of C-TH zoning 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 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 have the meaning and content set forth in this Article I, wherever used in this Agreement:

- 1.1 "City's Undertakings" shall mean the obligations of the City set forth in Article III.
- 1.2 "Owner's Undertakings" shall have the meaning set forth in Article IV.
- 1.3 "C-TH" zoning shall mean the Condominium/Townhouse zoning district, the use, maximum density, site and building design standards of which are restricted by the provisions set forth in Article IV, and regulated in Chapter 19.24 of Layton Municipal Code.

**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 C-TH zoning consistent with Exhibit A is a condition precedent to Owner's Undertakings in Article IV.

**ARTICLE III  
CITY'S UNDERTAKINGS**

3.1 Subject to the satisfaction of the conditions set forth in Article IV, City shall approve the rezone of the Subject Area from its present zoning B-RP to C-TH, as depicted on Exhibit A, 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 A 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 Development Area shall comply with Article II. Once the Subject Property 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 The Subject Area, as depicted on Exhibit A, shall comply with the standards and requirements of the C-TH zone district, and the supplemental design standards as provided in Exhibit B. In the event of conflict between Layton Municipal Code and this agreement, the more restrictive shall apply.

4.1.2 The total number, type, location and garage orientation of housing units shall be approximately the same as shown in Exhibit C (Concept Plan) Exhibit D (Concept Elevations). The total approximate area and location of open space shall also be the same as shown in Exhibit C.

4.1.3 Any proposal to rezone the Subject Area from C-TH depicted on Exhibit A to another zone shall require a rezone petition and amendment to this Agreement.

4.1.4 The maximum height of structures within the Subject Area shall be three stories and thirty-five feet (35') as allowed in Chapter 19.24, except in areas limited to one-story and two-story residential buildings, as shown in Exhibit C and Exhibit D. The maximum height of a two-story structure shall be twenty-eight feet (28'), and the maximum height of a one-story structure shall be twenty-one feet (21').

4.2 Public Utilities. Owner acknowledges and agrees that any development shall comply with any and all development standards, guidelines, ordinances, regulations, and statues as exist at time of development.

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

4.4 Precedence of this Agreement. This agreement shall take precedence over any contrary provisions of any City Staff memorandums or representations.

4.5 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.

4.6 Amendments. Owner agrees to limit development to the uses and requirements provided herein unless any of the Subject Area is rezoned. In such event, City and Owner mutually agree to amend this agreement in writing to reflect such rezoning.

4.7 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 of any portion of the subject area where construction is commenced.

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 attorney's 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 C-TH (Condominium/Townhouse) 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 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:                                   LAYTON HEALTH HOLDINGS, LLC  
  c/o Chad Keetch  
  27101 Puerta Real Ste. 450  
  Mission Viejo, CA 92691  
  949/487-9500

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 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 Owner's Undertakings, performance of Owner's Undertakings as set forth herein.

7.8.2 With regard to City's Undertakings, performance 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: *Robert J Stevenson*  
ROBERT J STEVENSON, Mayor

ATTEST:

By: *Kimberly S Read*  
KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

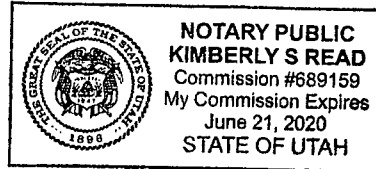
By: *Gary Crane*  
~~For~~ GARY CRANE, City Attorney

CITY ACKNOWLEDGEMENT

STATE OF UTAH            )  
                                      : ss.  
COUNTY OF DAVIS        )

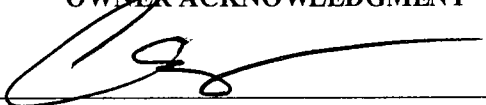
On this 23<sup>rd</sup> day of August, 2018, personally appeared before me Robert J Stevenson, who being duly sworn, did say that he/she is the Mayor of LAYTON CITY, a municipal corporation of the State of Utah, and that the foregoing Agreement was signed in his/her capacity as Mayor on behalf of the City for approval of the Agreement.

*Kimberly S Read*  
Notary Public





**OWNER ACKNOWLEDGMENT**



LAYTON HEALTH HOLDINGS, LLC  
Chad Keetch, Secretary for LAYTON HEALTH HOLDINGS, LLC

STATE OF UTAH        )  
                              : ss.  
COUNTY OF DAVIS    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me Chad Keetch, who being duly sworn, did say that he/she is Secretary for LAYTON HEALTH HOLDINGS, LLC, who is the legal property owner of record of the property subject to this Agreement and that he/she has executed this Agreement with full authority to do so.

*See attached*

\_\_\_\_\_  
Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

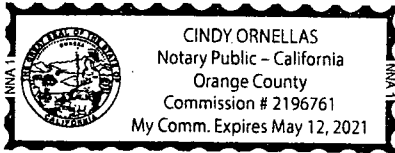
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On August 15, 2018 before me, Cindy Ornellas, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Chad Keetch  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/are subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/its~~ authorized capacity(~~ies~~) and that by his/~~her/its~~ signature(~~s~~) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

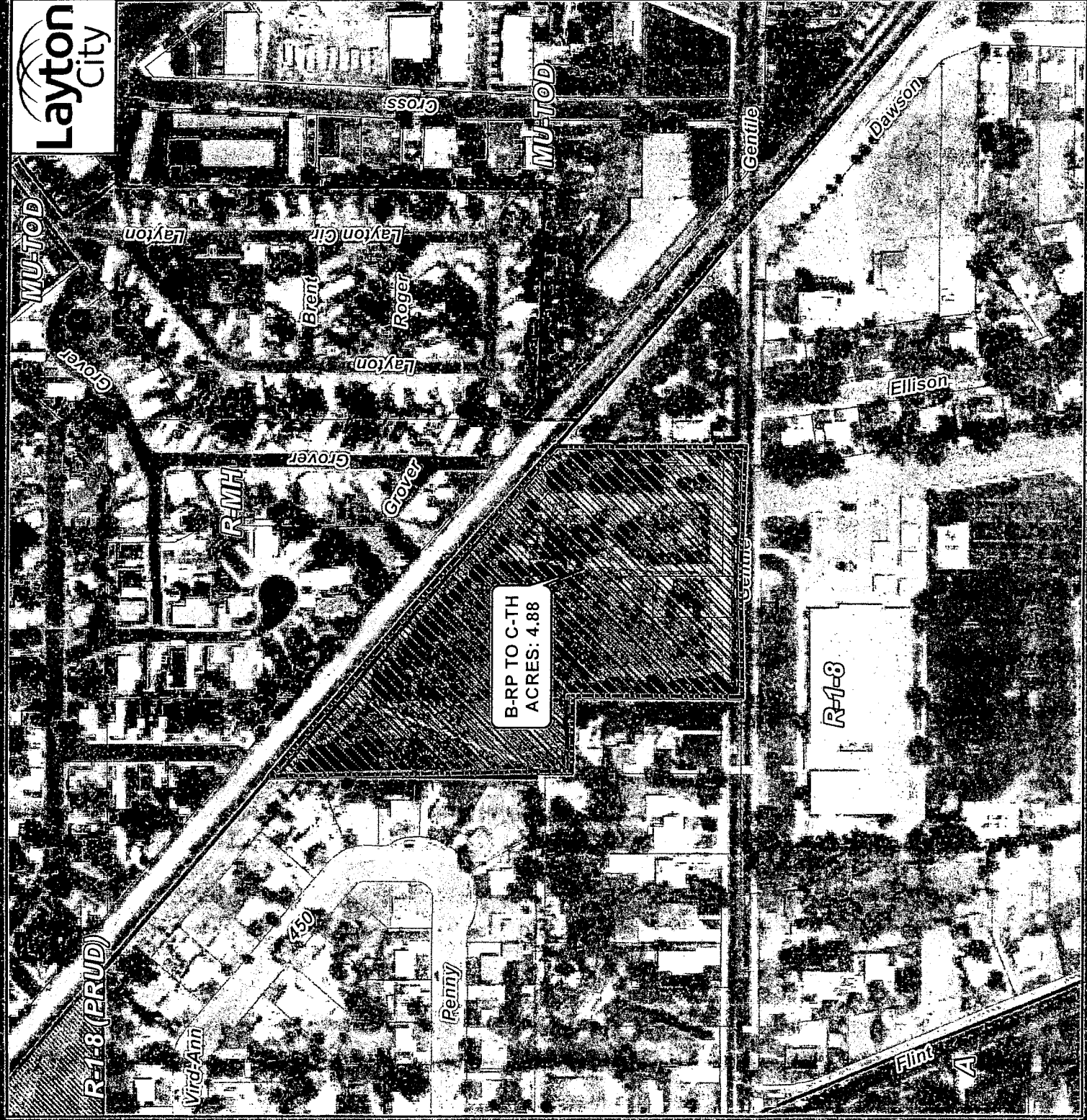
**Description of Attached Document**

Title or Type of Document: Agreement for Development of Land Between Layton City and Layton Health Holdings, LLC  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_








**EXHIBIT A**

Development Agreement -  
Layton Health Holdings, LLC

312-332 West Gentile Street (Approximate)

B-RP to C-TH  
4.88 Acres

**Legend**

-  City Boundary
-  Interstate 15
-  Highways
-  Lakes
-  Streams

3123296  
BK 7122 PG 838

 - Subject Area



**EXHIBIT B - Condominium/Townhouse (C-TH) Supplemental Standards  
(compare to Layton Municipal Code Chapter 19.24)**

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**Purpose.** The condominium/townhouse (C-TH) zoning district allows for townhouses, row houses, courtyard/garden court residential, "Big House" condos, live-work units, patio homes, alley-fed townhomes and cottages, senior housing, or other commonwall residential buildings for more than two (2) families to be used near City transportation corridors and nodes. The intent of this zoning district is to create walkable and pedestrian-friendly residential projects and neighborhoods that provide a variety of housing opportunities and choices that include a range of housing types. The primary visual orientation is intended to be the fronts of buildings with entrances that address either the street or common open space areas, with direct pedestrian connection onto the street sidewalk, pedestrian walkways, open spaces and/or amenity areas; visibility of vehicles is intended to be minimal with parking and alleys located behind residential buildings.

Condominium and townhouse projects are also intended to provide convenient access to commercial uses and employment opportunities that are located in areas with existing, or probable future, multiple transportation choices. These types of housing offer several advantages over single-family detached houses: lower costs for land development per housing unit, conservation of the land by using less land for a given number of houses and preserving open space, lower long-term maintenance costs, energy efficiency, and increased security for both the house and the neighborhood.

**19.24.020 Definitions**

1. **"Mansion-house condominium"**: Multiple dwelling units in one (1) building designed to appear to be a large home.
2. **"Courtyard/garden court residential"**: A group of detached or attached residential dwelling units (small-lot homes or townhomes) surrounding a common green or plaza area.
3. **"Live-work unit"**: Townhouse dwelling unit where office space is allowed to be secondary to the primary residential use and a limited number of outside employees and customers may be allowed.
4. **"Patio homes"**: Detached, single-family units typically situated on a reduced-size lot that orients outdoor activity within rear or side yard patio areas for better use of the site for outdoor living space.
5. **"Townhouse"**: A one-family dwelling unit, with a private entrance, which is part of a structure whose dwelling units are attached horizontally in a linear arrangement.

**Open Space, Common Areas and Landscaping**

1. Open space consisting of gathering/recreational areas and planting beds shall be provided in all condominium/townhouse projects according to the following standards:
  - a. Open space and common areas should be held in common via public ownership or by a homeowner's association with a permanent open space easement.
  - b. A minimum of thirty-five percent (35%) of open space shall be provided for the project residents and their guests.
  - c. The open space network shall include usable areas for gathering for social gathering and recreational activity, with connectivity to walkways along a public or private street.
  - d. Programmed open space activity such as playground equipment, picnic / seating areas and exercise shall be provided. These amenities should be provided to serve all ages and abilities, and should be accessible to the residents and their guests.

**EXHIBIT B - Condominium/Townhouse (C-TH) Supplemental Standards  
(compare to Layton Municipal Code Chapter 19.24)**

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- e. Stormwater detention may be provided in combination with open space areas if pedestrian access is provided from one edge of an open space area that does not exceed a 5:1 (20%) slope ratio. The sloped access into the detention area shall be at least ten feet (10') wide along such edge. At least half of the open space areas used for detention shall provide a usable recreation area of fifteen feet (15') between the bottom of slopes.

2. The Land Use Authority as defined in Section 19.01.135 shall require the preservation, maintenance, and ownership of all open space through one, or a combination of the following:

- a. Dedication of the land as a public park or parkway system;
- b. Dedication of the land as permanent open space on the recorded plat;
- c. Granting the City a permanent open space easement on the private open spaces to guarantee that the open space remain perpetually in recreation use, with ownership and maintenance being the responsibility of a homeowner's association; or
- d. Through compliance with the provisions of the Condominium Ownership Act and the Community Association Act as outlined in Title 57 of the Utah Code (as amended), which provides for the payment of common expenses for the upkeep of common areas and facilities.
- e. In the event the common open space and other facilities are not maintained in a manner consistent with the approved final PRUD plan, the City may at its option cause such maintenance to be performed and assess the costs to the affected property owners or responsible association.
- f. Any changes in use, or arrangement of lots, blocks, and building tracts, or any changes in the provision or type of common open spaces must be submitted for review and approval by the Land Use Authority.

**3. Landscaping.**

- a. All areas of a developed site not occupied by buildings, required parking, driveways, walkways, or service areas shall be landscaped according to an approved landscaping plan. These areas may also incorporate hardscape for patios, plazas, and courtyards.
- b. The total open space and landscaping area shall be planted with a minimum of two inch (2") minimum caliper trees and six foot (6') evergreen trees based on the following formula where T = the total number of required trees (rounded to the nearest tenth decimal) and A = the total combined recreational open space and landscape area in square feet:

$$T = \frac{A}{(0.008 * A) + 880}$$

Example: (T) 15 Trees = (A)15,000 s.f. ÷ ((0.008 x (A)15,000 s.f.) + 880)

- b. In addition to the open space and landscape area tree planting requirements in a. and b., one deciduous canopy tree with a minimum caliper of two (2) inches is required for every thirty feet (30') along the following linear landscape features in accordance with Layton Municipal Code 19.16.075, Table 16-4 – Permitted Trees Within Park Strips:

**EXHIBIT B - Condominium/Townhouse (C-TH) Supplemental Standards  
(compare to Layton Municipal Code Chapter 19.24)**

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- i. Street frontages in a parking strip, or on the property next to the public right-of-way or private street, except where street trees would be placed closer than 5' of any culinary or secondary waterlines.
- ii. Landscape buffers between parking/drive areas and adjacent development.
- iii. Tree species should vary between streets to create a unique street identity, visual variety, and to promote the health of the City's urban forestry.
- iv. Spacing of the trees may vary; the maximum spacing is forty feet (40').
- v. Street trees shall be planted no closer than twenty feet (20') to light standards.
- c. Planting bed areas shall contain plant materials that cover at least eighty percent (80%) of the landscape surface at mature growth. Planting beds shall be included between the building and the right-of-way at a minimum depth of five feet (5').
- d. In the event that any of the trees or shrubs die or do not adequately grow, they shall be promptly replaced.

**Final Condominium/Townhouse Review Process**

1. Any failure to receive final plan approval from the Land Use Authority within two (2) years of the approval of the preliminary plan shall terminate all proceedings and render the conceptual plan and decisions of approval or denial null and void.

**19.24.080 Condominium/Townhouse Design Standards**

- a. The condominium/townhouse zoning district serves to buffer low-density residential neighborhoods from adjacent high-density residential, high traffic arterial streets (major corridors), and commercial developments. Height, setback, and massing standards promote development that fits well architecturally near existing single-family houses, while allowing densities that promote transit use, shared open space amenities, and a pedestrian orientation in a vibrant urban environment.
- b. The following design standards shall be applied to condominium and townhouse development in conjunction with all other applicable Design Guidelines and Standards as adopted by the Land Use Authority.
- c. **Bulk and dimensional standards.**
- d. **Density.** Condominium/townhouse density shall not exceed sixteen (16) dwelling units per acre.
- e. **Height.** Residential buildings shall have a maximum height of three stories and thirty-five feet (35') except in the following areas where the maximum height of structure shall be two stories and twenty-eight feet (28'):
  - i. Areas within forty feet (40') of adjacent off-site single family residential uses, and
  - ii. Areas where proposed residential buildings front onto local streets and collector streets with existing single family residential uses with R zoning located along the opposite side of the street.
  - iii. A residential end unit of a multi-unit building that is located at the corner of a street intersection.
  - iv. An additional five feet (5') of height may be allowed for a building if sub-grade or underground parking is provided under the building footprint area. Basement

**EXHIBIT B - Condominium/Townhouse (C-TH) Supplemental Standards  
(compare to Layton Municipal Code Chapter 19.24)**

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building area may be included in addition to the maximum height of structure in stories and in feet.

- f. **Roof Form.** A roof pitch of at least six feet (6') of height for each twelve (12') linear feet of roof shall be required for new residential buildings proposed to be located adjacent to existing off-site single family residential structures, and where buildings front onto local streets and collector streets with existing single family residential uses with R zoning located along the opposite side of the street.
- g. **Setbacks.** The setbacks identified shall be dictated by the overall design of the project, except that a minimum setback of twenty feet (20') shall apply in areas adjacent to off-site single family residential structures.
- h. **Building Orientation and Parking.** Garages and/or off-street parking spaces shall be located at the rear of buildings to minimize the visibility of vehicles, and to promote a more walkable development configuration with front building entrances facing a street or common open space area(s). Exceptions to this standard may be considered under the following conditions:
  - i. Parallel parking spaces may be provided as part of a private street section to meet the minimum on-site parking requirement, and
  - ii. Residential buildings with front garages next to front entrances may be approved if the applicant demonstrates that a portion, or all of the property area cannot be reasonably accessed for rear-building vehicle parking due to the property's shape, size, limited access, or other unique circumstance.

For the purpose of this section, financial hardship shall not be considered a reasonable hardship and reason to exclude rear-loaded garages.

- i. **Building design standards.**
- j. **Exterior Building Materials.** Masonry materials (brick, rock, fiber cement board, stucco or comparable materials) are required as the primary exterior building material(s).
  - i. Metal and cladding may be used as enhancement or accent materials to no more than twenty percent (20%) of a building façade area.
  - ii. Material, color or texture variations as accent elements, borders or transition integrated throughout front building facades shall be applied at an average horizontal and vertical interval of twenty feet (20').
  - iii. A consistent use of materials and colors is required from each elevation or side of the building.
  - iv. A cornice detail of at least eight inches (8") in height with a relief of at least four inches (4") shall be applied along the edge of any flat roof buildings
- k. A covered front porch, stoop or similar entry feature (entry feature) of at least five feet (5') in depth shall be required with a front entrance of each unit
  - 1. The identical application of an entry feature roof shape (such as varying lengths or addition of a dormer) shall not be repeated from one unit to an adjacent, adjacent unit.
  - 2. Entry feature roofs shall not be connected between more than two adjacent separate unit entrances.
  - 3. Columns supporting entry feature roofs shall be a minimum thickness of eight inches by eight inches (8" x 8"), and shall contain a header trim of at least six inches (6") in total height.

**EXHIBIT B - Condominium/Townhouse (C-TH) Supplemental Standards  
(compare to Layton Municipal Code Chapter 19.24)**

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4. Each column shall contain a base trim of at least six inches (6") in total height, or a wider brick or rock masonry column of at least thirty inches (30") in total height.
  5. The identical design application of an entry feature shall not be repeated from one unit to an adjacent unit.
  6. Roof support of an entry feature may be substituted by brackets that extend from the primary structure, provided sufficient pedestrian vertical clearance is provided above any walkway per applicable building code requirements.
- l. **End Unit Architectural Details:** The end-unit side elevations(s) shall incorporate at least one window associated with the ground level living area, and two windows associated with the upper story levels. At least one of the windows shall extend from the wall plane by at least six inches.

For residential units in buildings with a side-by-side configuration, the requirements of either m. or n. shall apply. The requirements of o. shall apply to all Live/work units:

- m. **Townhome and Twin Home Façade Variation Standards.** The following design standards shall apply to express a unique identity between side-by-side residential units (units):
- i. A gable, dormer or bay window is required for the front façade top story of each townhome, live-work or twin home unit.
    1. The identical application (same size, shape and pattern) of a gable, shed dormer or bay window shall not be repeated from one unit to an adjacent, coterminous unit.
    2. The minimum gable width shall be eight feet (8'), the minimum dormer and bay window width shall be five feet (5').
    3. The requirement for a gable, dormer or bay window variation for each unit may be substituted by a vertical offset in the roof ridge line between attached units.
- n. **Mansion Home and Twin Home Standards.** The following design standards are intended to integrate two or more units into a single residential building that has the cohesive appearance of a larger home:
- i. A minimum 2 foot (2') horizontal plane-shift along the street facing elevation(s) is required for an average of every twenty-five feet (25') of building perimeter length.
    1. A building shift may include a porch with second level balcony that extends at least four feet from the typical front building plane, and that is covered by a gable roof connecting to the main roof area of the building.
  - ii. At least one vertical offset in the roof ridge line with a minimum of twelve feet (12') between roof plane shifts is required to break up the mass and scale of the building.
  - iii. Front or side entrances shall be designed with a unique front porch; up to two front entrances may be grouped as part of a single porch entry feature.



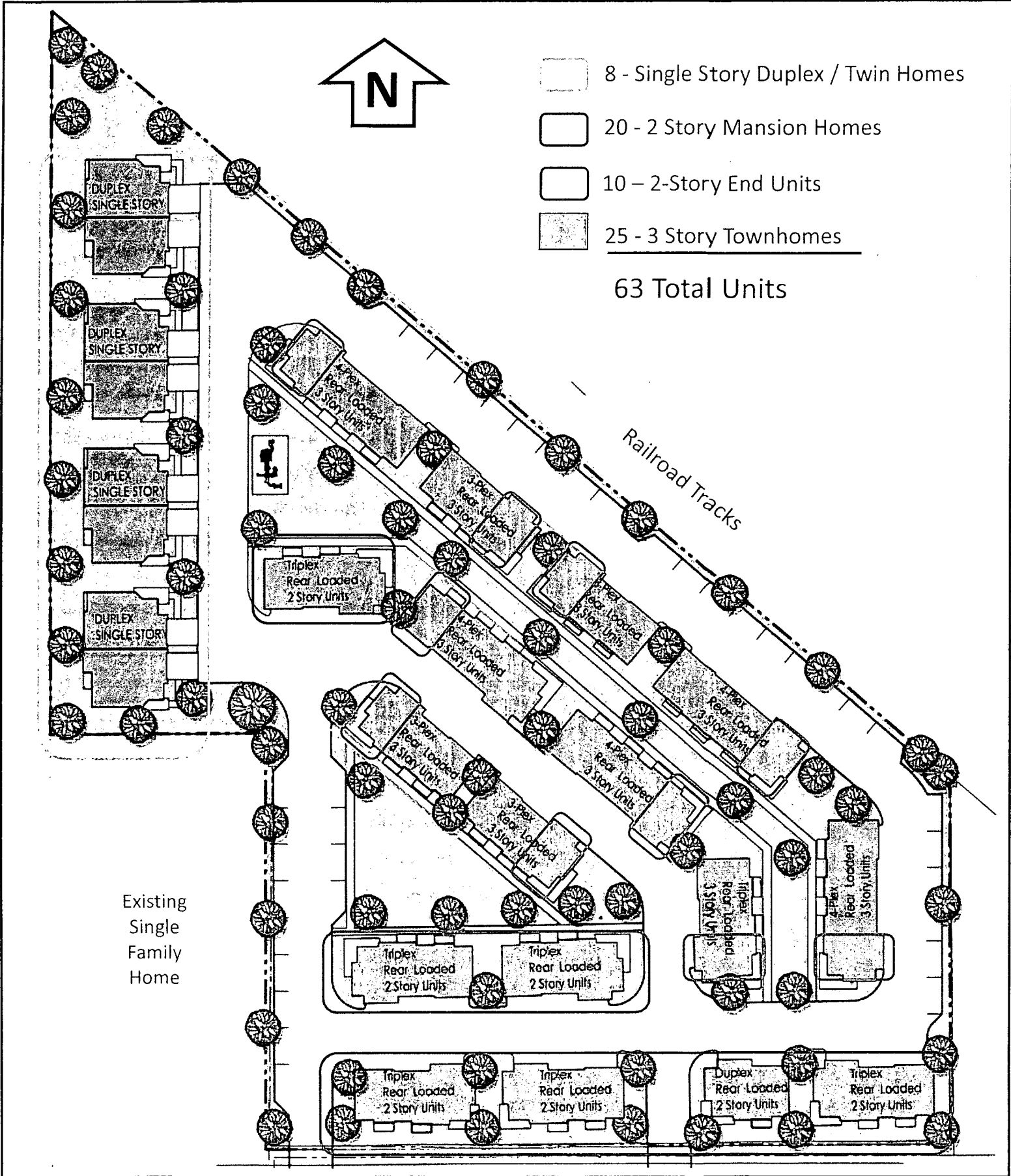
**EXHIBIT B - Condominium/Townhouse (C-TH) Supplemental Standards  
(compare to Layton Municipal Code Chapter 19.24)**

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- o. **Live/work Unit Standards.** Design standards for Live/work units are intended to promote home-based occupations and commerce along more intensive street corridors and properties within a mixed use context near commercial buildings and/or public facilities.
  - i. Townhome or Mansion Home units fronting onto arterial streets within areas designated by the General Plan Future Land Use Map as Town Center, Urban District or Mixed Use Corridor, shall provide ground level flex space area in the front of the building unit to be used for residential use or a for a home-based occupation in a Live/work unit. Live/work units may be proposed along collector streets and interior to a project located within these designated General Plan areas.
  - ii. Live/work units shall apply brick or rock masonry from the foundation to the top plate height of the front ground/first level building elevation, and extend on the end wall side elevations for a depth of at least six feet (6').
  - iii. The same brick or rock material shall be incorporated into porch column bases.
  - iv. Exterior wall space between entrances and doors shall be provided for potential small business signs as outlined in 20.04.080 Home Occupation Signs.
  
- p. **Single Family Detached Home Standards.**
  - i. All single family detached residential units within this zone district shall have an open-air front porch, stoop or similar front entry feature (entry feature). Entry features shall have a minimum depth of seven feet (7'). These front entrance features may encroach no more than seven (7') feet into the front yard setback.

# EXHIBIT C – Concept Plan

3123296  
BK 7122 PG 845



- 8 - Single Story Duplex / Twin Homes
- 20 - 2 Story Mansion Homes
- 10 - 2-Story End Units
- 25 - 3 Story Townhomes

63 Total Units

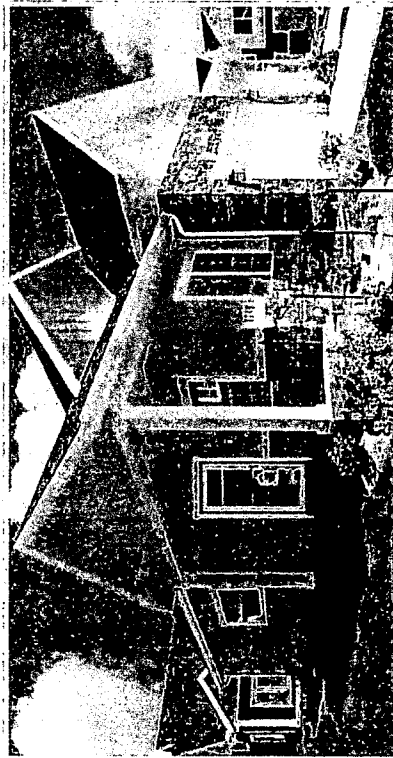
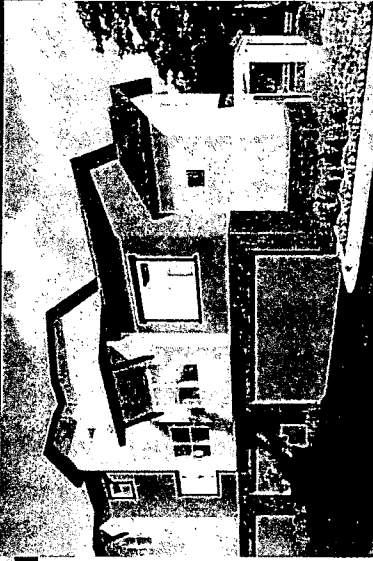
Existing  
Single  
Family  
Home

Gentile Street

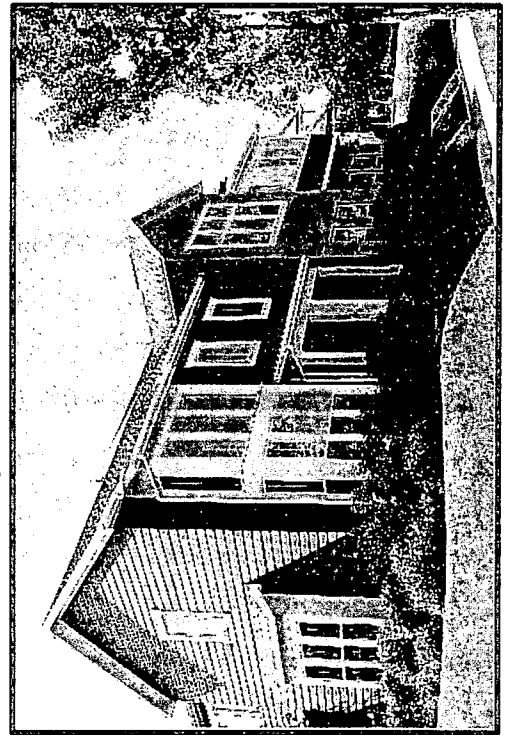
**EXHIBIT D – Residential Building Types**



**3 Story Townhomes**  
with 2 Story End Units



**1 Story Duplex / Twin Homes**



**2 Story Mansion Homes**

**RESCISSION OF DEVELOPMENT AGREEMENT**

The undersigned hereby mutually agree that the agreement entitled "Agreement for the Development of Land between Layton City and Gentile Business Park, LLC, dated the 1<sup>st</sup> day of April, 2010" and recorded in the Davis County Recorder's Office, Entry No. 2521651, Book 4999, Pages 789-802 on the 8<sup>th</sup> of April, 2010, be rescinded in its entirety, effective this \_\_\_\_\_ day of \_\_\_\_\_, 2018. The property that is the subject of this agreement is more particularly described in Exhibit "A" and Exhibit "A-2", which is attached hereto and incorporated herein by this reference.

\_\_\_\_\_  
LAYTON HEALTH HOLDINGS LLC  
Successor and Assign of Gentile Business Park, LLC

\_\_\_\_\_  
ROBERT J STEVENSON, Mayor



ATTEST:

\_\_\_\_\_  
KIMBERLY S READ, City Recorder

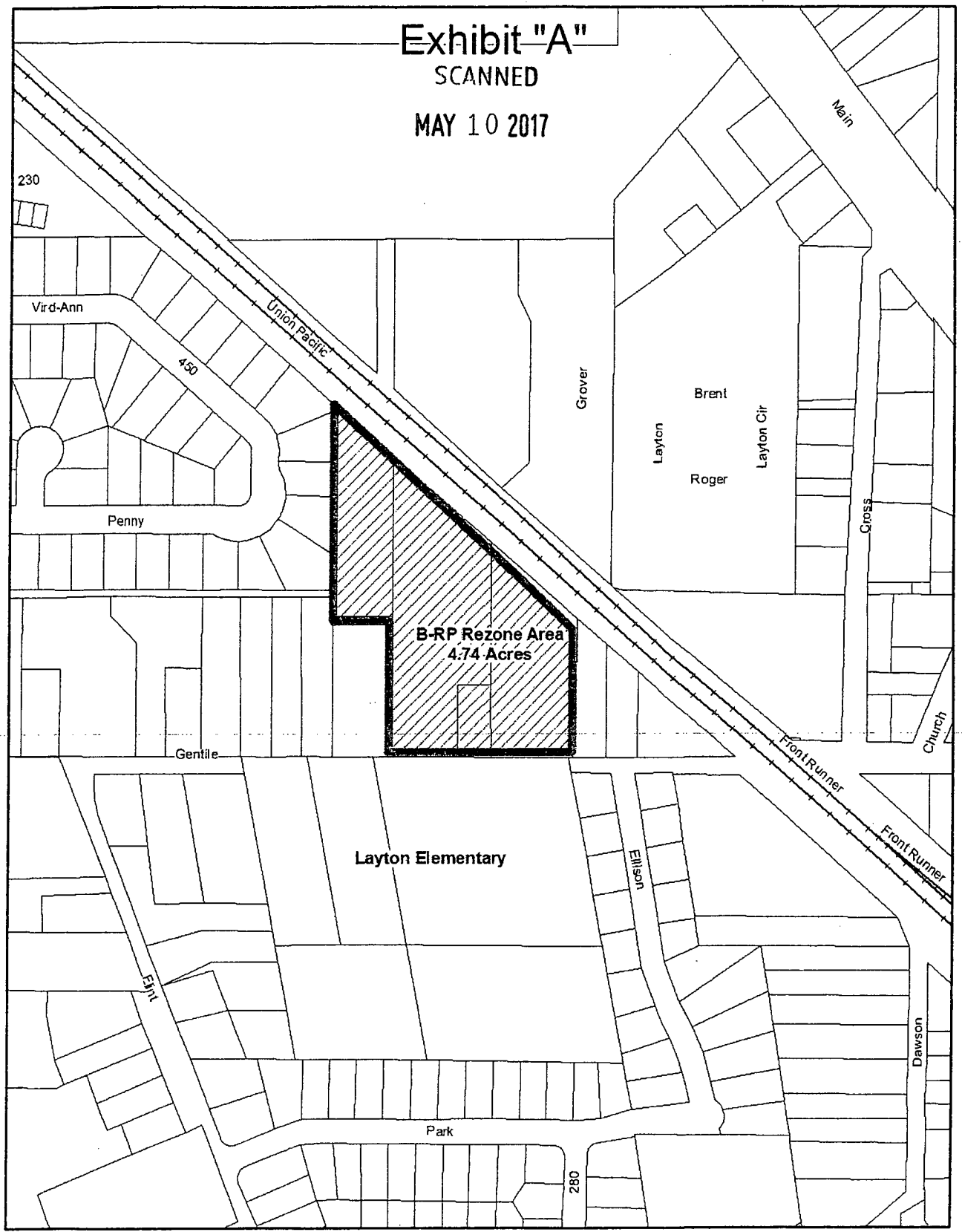
APPROVED AS TO FORM:

\_\_\_\_\_  
GARY CRANE, City Attorney

# Exhibit "A"

SCANNED

MAY 10 2017



**Gentile Business Park BRP Rezone  
Development Agreement**



## Exhibit "A-2"

**Legal Description of "Subject Area" (which shall in no event be construed as a legal description of the "Owner's Property," as set forth in the definition of "Owner's Property" in Article D):**

Beginning at a point on the north line of Gentile Street, said point being South 89°53'10" West 1136.65 feet along the section line and North 0°06'50" West 33.00 feet from the Southeast Corner of Section 20, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running;

thence North 0°06'50" West 255.00 feet;

thence South 89°53'10" West 132.00 feet;

thence North 0°06'50" West 58.50 feet;

thence South 89°53'10" West 4.56 to the Southeast Corner of Cook Subdivision;

thence North 00°10'40" West 386.58 feet along the east line to the Northeast Corner of Cook Subdivision, also being the southwesterly line of the Oregon Short Line Railroad Right of Way;

thence South 49°37'50" East 644.72 feet along the southwesterly line of the Oregon Short Line Railroad Right of Way to the extension of a wood fence line;

thence South 0°13'11" West 281.50 feet to, along and beyond the existing wood fence to the north line of Gentile Street;

thence South 89°53'10" West 354.14 feet along the north line of Gentile Street to the point of beginning.

Contains 206,342 square feet, 4.737 acres.

**Parcel #:** 100700104

**Legal Description:** BEG W 1134.54 FT FR SE COR OF SEC 20-T4N-R1W, SLM; TH N 617.4 FT TO RR R/W; TH S 49°31' E TO A PT E 200.14 FT & N 410.46 FT FR THE POB; TH S 260.46 FT; TH W 70.00 FT; TH S 150.00 FT; TH W 130.14 FT TO THE POB. CONT. 1.88 ACRES

**Parcel #:** 100700085

**Legal Description:** BEG AT A PT 20.71 CHAINS E & 288.0 FT N OF THE SW COR OF THE SE 1/4 OF SEC 20-T4N-R1W, SLM; & RUN TH E 132.0 FT; TH N 327.4 FT, M/L, TO THE SW'LY LINE OF A RR R/W; TH N 49°31' W 169.9 FT ALG SD R/W TO A PT DUE N OF THE POB; TH S 439.2 FT, M/L, TO THE POB. CONT. 1.15 ACRES

**Parcel #:** 100700105

**Legal Description:** BEG AT A PT WH IS W 934.40 FT FR THE SE COR OF SEC 20-T4N-R1W, SLM; & RUN TH THE FOLLOWING FOUR COURSES; TH W 70.00 FT; TH N 150.00 FT; TH E 70 FT & S 150.00 FT TO THE POB. CONT. 0.24 ACRES

**Parcel #:** 100700077

**Legal Description:** BEG ON THE N LINE OF A STR AT A PT 934.4 FT S 89°53'10" W ALG THE SEC LINE & 33.0 FT N OF THE SE COR OF SEC 20-T4N-R1W, SLM; & RUN TH E 185.4 FT ALG THE N LINE OF SD STR; TH N 74.59 FT; TH E 4.0 FT; TH N 179.4 FT, M/L, TO THE SW'LY R/W LINE OF THE OSL RR; TH N 49°31' W 249.0 FT, M/L, ALG SD R/W TO A PT DUE N OF THE POB; TH S 410.4 FT, M/L, TO POB. CONT. 1.47 ACRES

**Parcel #:** 100700142

**Legal Description:** BEG ON THE N LINE OF A STR 685.0 FT W & 33.0 FT N OF SE COR OF SEC 20-T4N-R1W, SLM; & RUN TH W 64.0 FT ALG SD STR; TH N 74.59 FT; TH E 4.0 FT; TH N 176.0 FT TO THE SW'LY LINE OF RR R/W; TH S 49°31' E 78.8 FT ALG SD R/W TO A PT DUE N OF THE POB; TH S 198.5 FT TO POB. EXCEPTING THEREFR THAT PORTION OF THE ABOVE PPTY LYING E OF THE FOLLOWING DESC FENCE LINE: BEG AT A PT ON THE N LINE OF GENTILE STR SD PT BEING LOC S 89°53'10" W ALG SEC LINE 618.00 FT & N 00°06'50" W 33.00 FT & S 89°53'10" W ALG SD N LINE 101.63 FT FR THE SE COR OF SD 1/4 SEC & RUN TH N 00°39'00" W TO & ALG A AVERAGE CALCULATION FR EXIST FENCE LINES 228.81 FT TO THE UPRR R/W. CONT. 0.14 ACRES