

When recorded, mail to:
Layton City Recorder
437 N. Wasatch Drive
Layton, UT 84041

E 3472544 B 7995 P 870-889
RICHARD T. NAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/25/2022 12:17 PM
FEE \$0.00 Pgs: 20
DEP RTT REC'D FOR LAYTON CITY CORP

Affects Parcel Numbers Noted Herein

**NOTICE OF DEVELOPMENT AGREEMENT
PERTAINING TO LAYTON RIDGES SUBDIVISION,
LAYTON CITY, DAVIS COUNTY, UTAH**

On June 3, 2002, the Layton City Council adopted Resolution 02-38 adopting and approving an agreement for the annexation and development of land, between Layton City and M & Y Layton, L.L.C. This Notice, recorded in the office of the Davis County Recorder, notifies all current and future property owners of said development agreement for all designated properties pertaining to development conditions and requirements.

09-332-0041 ALL OF LOT 1, LAYTON RIDGES SUB. CONT 0.57 ACRES LESS & EXCEPT ANY PORTION OF LOT 1 THAT LIES WITHIN THE FOLLOWING: BEG AT THE W COR COMMON TO LOTS 2 & 3, LAYTON RIDGES SUB, BEING PART OF THE W 1/2 OF SEC 1-T4N-R1W, SLB&M, & RUN TH ALG THE W'LY LINE OF LOT 2 & SD LINE EXT THE FOLLOWING TWO (2) COURSES & DISTANCES: CURVE TO THE LEFT, RADIUS = 42.00 FT, ARC = 37.59 FT, CENTRAL ANGLE = 51°16'43", CHORD BEARING & DIST = N 17°29'04" W 36.35 FT, N 12°45'00" E 284.54 FT, N 80°00'14" E 168.78 FT TO THE E'LY LINE OF SD LOT 1, LAYTON RIDGES SUB, TH S 07°32'00" E 100.09 FT ALG SD LINE TO A PT OF CURVATURE TO A 30.00 FT RADIUS NON-TANGENT CURVE TO THE LEFT; TH W'LY ALG THE ARC OF SD CURVE FOR A DIST OF 39.29 FT, (CENTRAL ANGLE = 75°02'45", CHORD BEARING & DIST = S 51°11'38" W 36.55 FT); TH S 14°22'52" W 108.63 FT TO THE LOT LINE COMMON TO LOTS 2 & 3; TH S 57°00'00" W 209.57 FT ALG SD LINE TO THE POB. CONT. 0.12 ACRES TOTAL ACREAGE 0.45 ACRES

09-332-0042 BEG AT THE W COR COMMON TO LOTS 2 & 3, LAYTON RIDGES SUB, BEING PART OF THE W 1/2 OF SEC 1-T4N-R1W, SLB&M, & RUN TH ALG THE W'LY LINE OF LOT 2 & SD LINE EXT THE FOLLOWING TWO (2) COURSES & DISTANCES: CURVE TO THE LEFT, RADIUS = 42.00 FT, ARC = 37.59 FT, CENTRAL ANGLE = 51°16'43", CHORD BEARING & DIST = N 17°29'04" W 36.35 FT, N 12°45'00" E 284.54 FT, N 80°00'14" E 168.78 FT TO THE E'LY LINE OF SD LOT 1, LAYTON RIDGES SUB, TH S 07°32'00" E 100.09 FT ALG SD LINE TO A PT OF CURVATURE TO A 30.00 FT RADIUS NON-TANGENT CURVE TO THE LEFT; TH W'LY ALG THE ARC OF SD CURVE FOR A DIST OF 39.29 FT, (CENTRAL ANGLE = 75°02'45", CHORD BEARING & DIST = S 51°11'38" W 36.55 FT); TH S 14°22'52" W 108.63 FT TO THE LOT LINE COMMON TO LOTS 2 & 3; TH S 57°00'00" W 209.57 FT ALG SD LINE TO THE POB. CONT. 1.097 ACRES

09-332-0040 BEG AT THE W COR COMMON TO LOT 2 & 3, LAYTON RIDGES SUB, BEING PART OF THE W 1/2 OF SEC 1-T4N-R1W, SLB&M; & RUN TH N 57°00'00" E 209.57 FT; TH N 14°22'52" E 108.63 FT TO A PT OF CURVATURE TO A 30.00 FT RAD CURVE TO THE RIGHT; TH E'LY ALG THE ARC OF SD CURVE FOR A DIST OF 39.29 FT, (CENTRAL ANGLE = 75°02'45", CHORD BEARING & DIST = N 51°11'38" E 36.55 FT) TO THE W'LY LINE OF LAYTON RIDGE DR; TH S 07°32'00" E 149.43 FT ALG SD LINE TO A PT OF CURVATURE TO A 180.00 FT RAD CURVE TO THE LEFT; TH SE'LY ALG THE ARC OF SD CURVE FOR A DIST OF 258.93 FT, (CENTRAL ANGLE = 82°25'09", CHORD BEARING & DIST = S 48°44'34" E 237.17 FT); TH N 89°57'03" W 458.51 FT ALG THE S LINE OF SD LOT 2; TH N 15°37'41" E 26.05 FT TO A PT OF CURVATURE TO A 18.00 FT RAD CURVE TO THE RIGHT; TH N'LY ALG THE ARC OF SD CURVE FOR A DIST OF 11.58 FT, (CENTRAL ANGLE = 36°51'37", CHORD BEARING & DIST = N 34°03'43" E 11.38 FT) TO A PT OF REVERSE CURVATURE TO A 42.00 FT RAD CURVE TO THE LEFT; (TH N'LY ALG THE ARC OF SD CURVE 32.05 FT); (CENTRAL ANGLE = 42°20'32", CHORD BEARING & DIST = N 30°19'39" E 31.70 FT) TO THE POB. CONT. 1.09 ACRES (CORRECTIONS MADE FOR TAXING PURPOSES.)

09-332-0004 ALL OF LOT 4, LAYTON RIDGES SUBDIVISION. CONTAINS 1.507 ACRES

09-332-0005 ALL OF LOT 5, LAYTON RIDGES SUBDIVISION. CONTAINS 0.513 ACRES

09-332-0038 ALL OF LOT 6, LAYTON RIDGES SUB. CONT 1.826 ACRES LESS & EXCEPT: A PORTION OF LOT 6, LAYTON RIDGES SUB, BEG AT THE MOST N PT OF LOT 6 OF SD SUB; RUN TH S 00°06'00" W 48.54 FT ALG THE BNDRY BETWEEN LOT 6 & LOT 7; TH N 22°31'17" W 26.40 FT TO THE W'LY R/W LINE OF LAYTON RIDGE DR; TH ALG SD R/W N 25°32'44" E 29.51 FT TO THE POB. CONT. 0.006 ACRES ALSO: A PORTION OF LOT 7, LAYTON RIDGES SUB, BEG AT A PT THAT IS S 00°06'00" W 48.54 FT ALG THE BNDRY BETWEEN LOT 6 & LOT 7, FR THE MOST N'LY PT OF LOT 6; RUN TH S 31°32'17" E 6.02 FT; TH S 11°43'18" E 17.89 FT; TH S 05°57'52" W 66.77 FT TO A PT ON THE BNDRY BETWEEN LOT 6 & LOT 7; TH N 00°06'00" E 89.06 FT ALG SD BNDRY TO THE POB. CONT. 0.007 ACRES TOTAL ACREAGE 1.827 ACRES

09-332-0034 ALL OF LOT 7, LAYTON RIDGES SUB. CONT 0.572 ACRES. LESS & EXCEPT: A PORTION OF LOT 7, LAYTON RIDGES SUB, BEG AT A PT THAT IS S 00°06'00" W 48.54 FT ALG THE BNDRY BETWEEN LOT 6 & LOT 7, FR THE MOST N PT OF LOT 6; RUN TH S 31°32'17" E 6.02 FT; TH S 11°43'18" E 17.89 FT; TH S 05°57'52" W 66.77 FT TO A PT ON THE BNDRY BETWEEN LOT 6 & LOT 7; TH N 00°06'00" E 89.06 FT ALG SD BNDRY TO THE POB. CONT. 0.007 ACRES. TOTAL ACREAGE 0.565 ACRES. (CORRECTIONS MADE FOR TAXING PURPOSES.)

09-332-0008 ALL OF LOT 8, LAYTON RIDGES SUBDIVISION CONTAINS 0.489 ACRES

09-332-0009 ALL OF LOT 9, LAYTON RIDGES SUBDIVISION CONTAINS 0.498 ACRES

09-332-0010 ALL OF LOT 10, LAYTON RIDGES SUBDIVISION CONTAINS 0.614 ACRES

09-332-0011 ALL OF LOT 11, LAYTON RIDGES SUBDIVISION CONTAINS 0.637 ACRES

09-332-0012 ALL OF LOT 12, LAYTON RIDGES SUBDIVISION CONTAINS 0.85 ACRES

09-332-0013 ALL OF LOT 13, LAYTON RIDGES SUBDIVISION CONTAINS 4.007 ACRES

09-332-0014 ALL OF LOT 14, LAYTON RIDGES SUBDIVISION CONTAINS 3.663 ACRES

09-332-0043 ALL OF LOT 15, LAYTON RIDGES SUB. CONT. 6.250 ACRES. LESS A TRIANGULAR PIECE OF LAND IN THE LAYTON RIDGES SUB, BEING A PART OF THE W 1/2 OF SEC 1-T4N-R1W, SLB&M, DESC AS FOLLOWS: BEG AT A PT WH IS N 59°00'00" E 122.0 FT ALG THE LOT LINE FR THE NW COR OF LOT 15 OF THE AFOREMENTIONED SUB, SD NW LOT COR BEING N 43°52'32" E 2635.21 FT FR THE WITNESS COR TO THE SW COR OF THE AFOREMENTIONED SEC; & RUN TH N 59°00'00" E 60.00 FT; TH S 19°16'00" W 27.17 FT; TH S 82°56'49" W 42.79 FT TO THE POB. CONT. 0.011 ACRES. PLUS A TRIANGULAR PIECE OF LAND IN THE LAYTON RIDGES SUB, BEING A PART OF THE W 1/2 OF SEC 1-T4N-R1W, SLB&M, DESC AS FOLLOWS: BEG AT A PT WH IS N 59°00'00" E 122.0 FT ALG THE LOT LINE FR THE NW COR OF LOT 15 OF THE AFOREMENTIONED SUB SD NW LOT COR BEING N 43°52'32" E 2635.21 FT FR THE WITNESS COR TO THE SW COR OF THE AFOREMENTIONED SEC; & RUN TH S 59°00'00" W 74.00 FT; TH N 33°44'00" E 33.00 FT; TH N 76°41'31" E 46.35 FT TO THE POB. CONT. 0.11 ACRES TOTAL ACREAGE 6.25 ACRES

09-332-0046 ALL OF LOT 16, LAYTON RIDGES SUB. CONT 1.180 ACRES LESS & EXCEPT A TRIANGULAR PIECE OF LAND IN THE LAYTON RIDGES SUB, BEING A PART OF THE W 1/2 OF SEC 1-T4N-R1W, SLB&M, DESC AS FOLLOWS: BEG AT A PT WH IS N 59°00'00" E 122.0 FT ALG THE LOT LINE FR THE NW COR OF LOT 15 OF THE AFOREMENTIONED SUB SD NW LOT COR BEING N 43°52'32" E 2635.21 FT FR THE WITNESS COR TO THE SW COR OF THE AFOREMENTIONED SEC, & RUN TH S 59°00'00" W 74.00 FT, TH N 33°44'00" E 33.00 FT, TH N 76°41'31" E 46.35 FT TO THE POB. CONT. 0.011 ACRES ALSO, A TRIANGULAR PIECE OF

LAND IN THE LAYTON RIDGES SUB, BEING A PART OF THE W 1/2 OF SEC 1-T4N-R1W, SLB&M, DESC AS FOLLOWS: BEG AT A PT WH IS N 59°00'00" E 122.0 FT ALG THE LOT LINE FR THE NW COR OF LOT 15 OF THE AFOREMENTIONED SUB, SD NW LOT COR BEING N 43°52'32" E 2635.21 FT FR THE WITNESS COR TO THE SW COR OF THE AFOREMENTIONED SEC & RUN TH N 59°00'00" E 60.00 FT, TH S 19°16'00" W 27.17 FT, TH S 82°56'49" W 42.79 FT TO THE POB. CONT. 0.011 ACRES TOTAL ACREAGE 1.180 ACRES

09-332-0017 ALL OF LOT 17, LAYTON RIDGES SUBDIVISION CONTAINS 0.664 ACRES

09-332-0018 ALL OF LOT 18, LAYTON RIDGES SUBDIVISION CONTAINS 2.801 ACRES

09-332-0019 ALL OF LOT 19, LAYTON RIDGES SUBDIVISION CONTAINS 4.856 ACRES

09-332-0020 ALL OF LOT 20, LAYTON RIDGES SUBDIVISION CONTAINS 3.665 ACRES

09-332-0021 ALL OF LOT 21, LAYTON RIDGES SUBDIVISION CONTAINS 4.566 ACRES

09-334-0201 ALL OF LOT 201, LAYTON RIDGES SUB. AMD. CONTAINS 6.62 ACRES

09-334-0202 ALL OF LOT 202, LAYTON RIDGES SUB. AMD. CONTAINS 4.42 ACRES

09-334-0203 ALL OF LOT 203, LAYTON RIDGES SUB. AMD. CONTAINS 4.25 ACRES

09-334-0204 ALL OF LOT 204, LAYTON RIDGES SUB. AMD. CONTAINS 4.02 ACRES

09-334-0205 ALL OF LOT 205, LAYTON RIDGES SUB. AMD. CONTAINS 2.97 ACRES

09-334-0206 ALL OF LOT 206, LAYTON RIDGES SUB. AMD. CONTAINS 2.47 ACRES

09-334-0209 ALL OF LOT 207, LAYTON RIDGES SUB. AMD. CONTAINS 2.3 ACRES
and 0.210

09-334-0210 BEG AT A PT ON THE S LINE OF LOT 207, LAYTON RIDGES SUB AMD, BEING A PART OF THE W 1/2 OF SEC 1-T4N-R1W, SLB&M; SD PT IS N 56°00'00" W 53.00 FT ALG THE LOT LINE FR THE SE COR OF SD LOT & RUN TH N 56°00'00" W 156.01 FT ALG SD LOT LINE; TH N 60°27'22" E 41.82 FT; TH S 40°45'11" E 142.38 FT TO THE POB. CONT. 0.07 ACRES

09-334-0208 ALL OF LOT 208, LAYTON RIDGES SUB. AMD. CONTAINS 3.13 ACRES


09-332-0033 ALL OF PARCEL B, LAYTON RIDGES SUBDIVISION CONTAINS 5.196 ACRES

09-332-0032 ALL OF PARCEL A/COMMON AREA, LAYTON RIDGES SUB. CONT. 1.812 ACRES (THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR REFERENCE PURPOSES ONLY & THIS PARCEL IS NOT TO BE CONSTRUED AS A SEPARATELY TAXABLE PARCEL OF LAND.)

Exhibit A: RESOLUTION 02-38

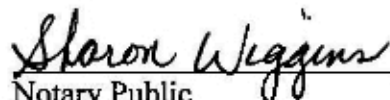
Exhibit B: AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND M & Y LAYTON, L.L.C.

NOTICE FILED BY LAYTON CITY

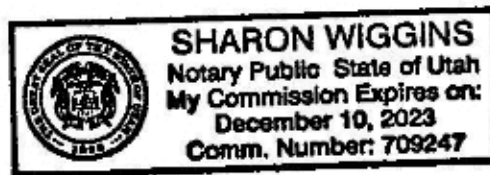

Gary Crane
Layton City Attorney

STATE OF UTAH)
 :SSS
DAVIS COUNTY)

The foregoing instrument was acknowledged before me this 11th day of April, 2022
by Gary Crane, Layton City Attorney.


Notary Public

My commission expires:



RESOLUTION 02-38

ADOPTING AND APPROVING AN AGREEMENT FOR THE ANNEXATION
AND DEVELOPMENT OF LAND BETWEEN M & Y LAYTON, L.L.C. AND
LAYTON CITY.

WHEREAS, the developer seeks to annex approximately four (4) acres of property into Layton City as part of a larger subdivision known as Layton Ridges Subdivision; and

WHEREAS, the developer desires to develop a subdivision known as the Layton Ridges Subdivision on property that presents a number of challenges relative to its location on the east bench of Layton City; and

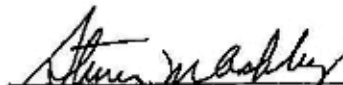
WHEREAS, it is deemed to be in the best interest of Layton City and its citizens to enter into an annexation and development agreement, which will provide specifically for the terms of development of this project.

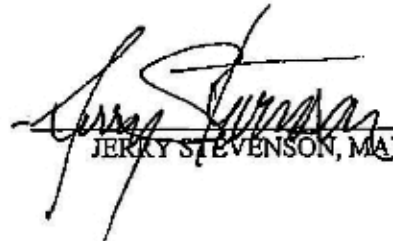
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. That the Agreement for Annexation and for the Development of Land Between Layton City and M & Y Layton, L.L.C. be adopted and approved.
2. That the Mayor be authorized to execute the necessary documents.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 2nd day of May, 2002.

ATTEST:


STEVEN M. ASHBY, City Recorder


JERRY STEVENSON, MAYOR



**AGREEMENT FOR ANNEXATION AND FOR THE
DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND
M & Y LAYTON, L.L.C., A UTAH LIMITED LIABILITY CORPORATION**

THIS AGREEMENT for the annexation and the development of land (hereinafter referred to as this "Agreement") is made and entered into this 3rd day of June, 2002, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and M & Y LAYTON, L.L.C., a Utah Limited Liability Corporation, (hereinafter referred to as "Developer"), with City and Developer collectively referred to as the "Parties" and separately as "Party."

RECITALS

WHEREAS, in furtherance of the objectives of the Layton City General Plan and Layton City's Master Annexation Policy Declaration, the City has considered an application for a subdivision approval and the annexation of approximately four (4) acres of land to be incorporated into the subdivision, for certain property located at approximately the northeast corner of Highway 89 and Highway 193, in Layton City (hereinafter the "Subject Area"); and

WHEREAS, the Subject Area consists of approximately 79.92 acres of land currently located in Layton City and approximately four (4) acres of land to be annexed into the City, and is depicted and more particularly described in Exhibit "A" attached hereto (hereinafter "Exhibit A"); and

WHEREAS, Developer is the owner of all the above described property and has presented a proposal for development of the Subject Area, which includes a petition for annexation, to the City, which provides for the development of all properties within the subject area, in a manner consistent with Layton City's General Plan; and

WHEREAS, Parties desire to enter into this Agreement to provide for the annexation and subdivision of property within the Subject Area, including the annexation of approximately four (4) acres into the project, in a manner consistent with the City's General Plan and the intent reflected in that Plan; and

WHEREAS, City is willing to annex approximately four (4) acres into the City and grant the entire Subject Area RS zoning approval and final subdivision approval, subject to the Developer 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 this Agreement with Developer is in the vital and best interest of the City and the health, safety, and welfare of its citizens.

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. "Developer's Property" shall mean that property owned or under bona fide option to purchase, by Developer.
- 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 "Developer" shall mean M & Y Layton, L.L.C. The principal office for Developer is 460 South 100 East, Bountiful, Utah 84010.
- 1.4 "Developer's Undertakings" shall have the meaning set forth in Article IV.
- 1.5 "Subject Area" shall have the meaning set forth in the Recitals 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 City shall not be obligated to annex any portion of the Subject Area, permit the rezone of the four (4) annexed acres within the Subject Area to RS, or grant final subdivision approval to become effective until Developer, or its assignee, has acquired fee ownership in all of the Subject Area.
- 2.3 Developer agrees to restrict the uses permitted under a RS zoning designation, to those listed herein.
- 2.4 Developer shall make all applications for permits and approvals and comply with all requirements of the Utah Code Annotated and the Layton Municipal Code relating to annexation, zone change, and subdivision approval.

ARTICLE III CITY'S UNDERTAKINGS

- 3.1 Subject to the satisfaction of the conditions set forth in Article II above, City agrees to annex approximately four (4) acres into the Subject Area, zone the four (4) acres RS, and shall give final subdivision approval with an effective date of no sooner than the date Developer proves ownership of the area to be annexed, rezoned and subdivided, and the execution hereof of all documents pertaining thereto. This approval 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 grant such approvals at this time.

3.2 The City will:

3.2.1 Support the relocation of the Bonneville Shoreline Trail, that runs through Developer's proposed subdivision, (hereafter "the Subdivision"), at a location agreed upon by the Developer and Davis County. The alignment of the Trail shall be agreed upon prior to the granting of preliminary subdivision approval.

3.2.2. Require and permit the Developer to locate a culinary water pump facility, approved by the City Engineer, on the property where the City's tank is currently located. The purpose of the pumps shall be to assist in providing service to Developer's subdivision as well as providing redundancy to the City's water system.

3.2.3 Agree that the Developer is vested in the ordinances and engineering requirements that exist on the date of Developer's most current application for preliminary approval and shall be permitted to develop according to those requirements, provided such development shall not lapse due to the inactivity of the Developer on the site, in violation of City ordinances.

3.2.4. Agree that the geotechnical requirements imposed, will be reasonably based upon the recommendations of the Developer's engineer, as supplemented by the Utah State Geological Survey office. If there is a conflict between the two, a third geotechnical review will be made by a third geotechnical engineer. The cost of the third review, shall be paid for by the City.

3.2.5. The City Engineer has reviewed the proposed road alignment included in the accompanying plat (see attachment B). Barring geological or topographical impossibilities, verified by both the Developer's engineer, the City's Engineer, and the City's Fire Chief, the road constructed at the grades shown on the Plat, will be acceptable to the City. The streets, infrastructure, and easements required for the development, shall be dedicated to the City as required by City ordinance. All streets within the Subdivision shall meet the City's minimum street standards, including the standard fifty foot (50') cross section for asphalt, curb, and gutter.

3.2.6. The City agrees to annex the four (4) acres of property into the Subject Area, provided that all the terms of this Agreement are met. The annexed property shall be given an RS zoning designation. Annexation and rezone of that four (4) acres shall be solely at the City's discretion. The City shall have no obligation to annex that property into the Subject Area and within the City's boundaries if the City determines that the requirements of this Agreement have not been met by the Developer.

**ARTICLE IV
DEVELOPER'S UNDERTAKINGS**

Conditioned upon City's performance of its undertakings set forth in Article III with regard to annexation, zone change and the subdivision of the Subject Property, the Developer agrees that the development of the Subject Area shall be subject to the following requirements:

4.1. An updated geological survey of the newly configured Subdivision must be submitted to the City at the Developers cost.

4.2 The Developer must come to an agreement with Davis County as to the Trail configuration through the Subject Property. The Developer also agrees to dedicate and improve the Trail through the Subject Property as approved by Davis County. Final approval of the Trail alignment may occur as the Trail is defined during the construction of the subdivision.

4.3. The Developer will be required to construct a culinary waterline at Developer's expense, across the property shown in Exhibit "C" to this Agreement. This expense includes the cost of easements necessary to construct the line. The City will use its best efforts to require those easements in exchange for the improvements. If, however, the City is unable to do so, Developer shall pay the cost of the easement and receive a payback, by a separate payback agreement, for the cost of those easements where appropriate. The Developer shall be responsible for performing the design and construction, and shall design and construct the waterline according to the City Engineer's specifications, across properties shown in Exhibit "C." The construction to be performed by the Developer shall consist of the following:

A sixteen inch (16") ductile iron class 51 pipe running from five hundred feet (500') north of Snowqualmie Circle to the common section line of Section 1 and 12 T4NR1W and a twelve inch (12") ductile iron line from the referenced section line to the southern boundary of the project known as Layton Ridges and a ten inch (10") ductile iron line within the designated street right-of-way with the development project. Air-vac stations, stream crossings, fire hydrant, valves, and all other associated appurtenances shall be included with the above waterlines. The size of the above pipes may vary slightly based upon further study. The exact alignment of the line shall be approved by the City Engineer in coordination with the underlying landowners. The Developer shall also provide, at a location on the City tank property, approved by the City Engineer, two (2) water pumps with a total capacity of 1000 gpm. Except as otherwise provided herein, the Developer shall not be entitled to a payback agreement except for those areas that may be serviced by the oversized line to the south of Developer's project. That payback agreement will be formalized in a separate document. The design and construction of the above improvements shall be made in conformity with the City's current engineering standards. In addition, the Developer shall meet all requirements of the fire code and all regulations of the City Fire Department related to fire protection.

Nothing in this Agreement shall act as a guarantee that portions of the easement will be obtained by the City from the U. S. Government. The City will make a good faith effort to obtain those easements.

4.4 Developer agrees to dedicate, to the City, a perpetual conservation easement for the purpose of creating and maintaining the ground so designated on the plat, for that purpose. The area easement shall be dedicated and defined on the Final Plat (Exhibit "B") and shall include, but not be limited to the following restrictions:

4.4.1 The area of the easement will be designated as permanent open space, ~~open~~

4.4.2 No fences, structures, or other improvements, other than underground public utilities and trail improvements, shall be permitted within the easement.

4.5 All requirements imposed upon the Developer, by the Planning Commission and City Council for final subdivision approval, shall become conditions of this Agreement, including, but not limited to, a copy of the final plat, which is incorporated herein by this reference as Exhibit "B."

4.6 All homes within the subdivision shall be constructed with fire sprinkler systems approved by the fire department.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

5.1 Issuance of Permits - Developer. Developer, or its assignee, shall have the sole responsibility for obtaining all necessary approvals and permits in connection with Developer's Undertakings and shall make application for such permits directly with Layton City Community Development Department and other appropriate departments and agencies having authority to issue such approvals and permits in connection with the performance of Developer's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date The Developer 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 Developer 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 Developer's Undertakings. City shall indemnify, defend and hold Developer 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 Reverse Zoning and Revocation of Subdivision Approvals. Developer agrees not to contest the reversion of the RS zoning upon the annexed portion of the project 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 RS to A (Agricultural). Developer further agrees not to object to the revocation of Subdivision approval.

6.1.3 Decline or Reverse Annexation Approvals. Developer agrees not to contest the denial of an annexation request or the deannexation of the four (4) acres that Developer is seeking to have annexed into the City's boundaries as part of the Subject Area.

6.1.4 Terminate this Agreement and, in the case of the Developer's default or breach, the City shall, if final subdivision approval is granted, and City funds are expended on the construction of the pipeline extensions identified in this Agreement, receive reimbursement from the Developer, for the costs expended.

6.1.5 If the City is unable to obtain an easement for a culinary water tank and line from the U. S. Government, those provisions relating to the culinary water line shall be renegotiated by the Parties.

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

6.5 Appeals. If the Developer 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 Developer. This Agreement shall be binding upon Developer and its successors and assigns, and where the term "Developer" is used in this Agreement it shall mean and include the successors and assigns of Developer, except that City shall have no obligation under this Agreement to any successor or assign of Developer 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 Developer) of the Subject Area. Upon approval of any assignment by City, or in the event Developer assigns all or part of this Agreement to an assignee, Developer 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 Developer: M & Y Layton, L.L.C.
460 South 100 East
Bountiful, Utah 84010

To City: LAYTON CITY CORPORATION
437 North Wasatch Drive
Layton, Utah 84041
Attn: Alex R. Jensen, City Manager
801/546-8500
801/546-8577 (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 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 Developer's Undertakings, performance of Developer of Developer'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 Developer'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 not be recorded without the prior written consent of both Parties.

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.



ATTEST:

By: Steven M. Ashby
STEVEN M. ASHBY, City Recorder

LAYTON CITY CORPORATION,
a municipal corporation of the State of Utah

By: Jerry Stevenson
JERRY STEVENSON, Mayor

APPROVED AS TO FORM:

Gary R. Crane
GARY R. CRANE, City Attorney

DEVELOPER

M & Y LAYTON, L.L.C.

By: 
Its: 

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 3RD day of June, 2002, personally appeared before me Mark J. Green, who duly acknowledged to me that he is the manager of M & Y Layton, L.L.C., and that the document was signed by him in behalf of said limited liability corporation, and Mark J. Green acknowledged to me that said corporation executed the same.



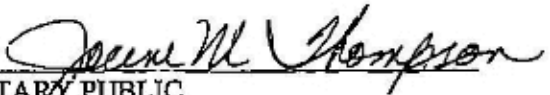

NOTARY PUBLIC

EXHIBIT "A"

Beginning at the southeast corner of the north half of the southwest quarter of Section 1, T4N, R1W, SLB&M., said point of beginning also being $N0^{\circ}20'23''E$ 1317.39 ft. along the quarter section line from the south quarter corner of said Section 1; thence $N89^{\circ}57'03''W$ 872.49 ft. along the south boundary of said north half of the southwest quarter of Section 1 to the corner of the property annexed to Layton City on March 6, 1978, in Book 694, Page 615 of Davis County records; thence along the boundary of said annexed property in the following two courses: $N0^{\circ}20'23''E$ 200 ft., $S89^{\circ}57'03''E$ 872.49 ft.; thence $S0^{\circ}20'23''W$ 200 ft. along said quarter section line to the point of beginning. Contains 4.0059 acres

Layton Ridges/Hill Nielsen Annexation

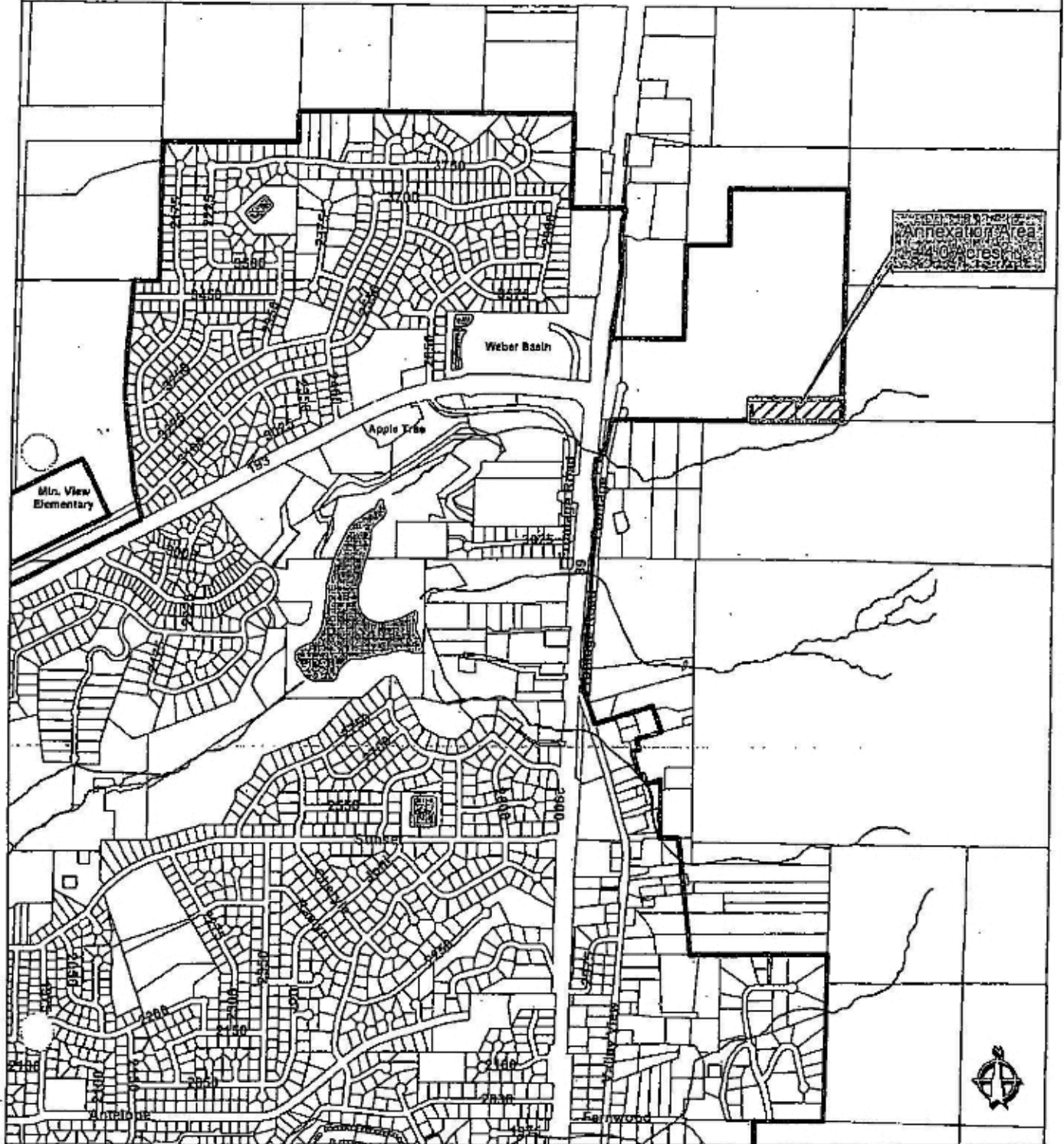
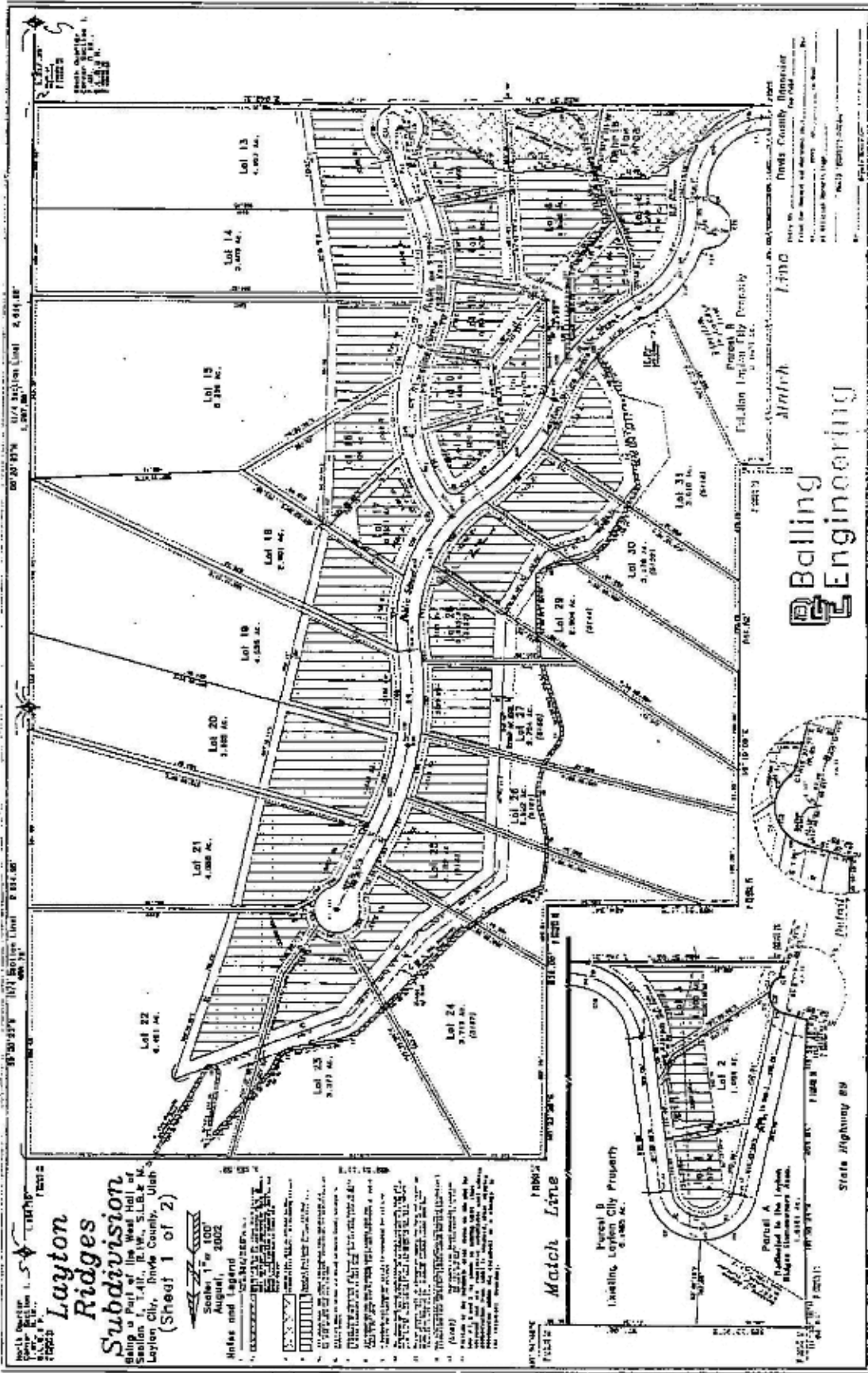


EXHIBIT "B"

LAYTON RIDGE SITE PLAN



Layton Ridges Subdivision
 Being a Part of the West Half of Section 1, T.4N., R.1W., S.1E. & N. Layton City, Davis County, Utah
 (Sheet 1 of 2)

INDEX AND LEGEND

Scale: 1" = 100'
 August, 2002

INDEX AND LEGEND

- 1. BOUNDARIES
- 2. EASEMENTS
- 3. UTILITY LINES
- 4. STREETS
- 5. DRIVEWAYS
- 6. CURBS
- 7. SIDEWALKS
- 8. FENCES
- 9. TREES
- 10. ROCKS
- 11. SPOTS
- 12. CORNERS
- 13. ADJACENT PROPERTIES
- 14. UNRECORDED INTERESTS
- 15. UNRECORDED EASEMENTS
- 16. UNRECORDED ENCUMBRANCES
- 17. UNRECORDED LIENS
- 18. UNRECORDED MORTGAGES
- 19. UNRECORDED DEEDS
- 20. UNRECORDED ASSIGNMENTS
- 21. UNRECORDED CONTRACTS
- 22. UNRECORDED AGREEMENTS
- 23. UNRECORDED SETTLEMENTS
- 24. UNRECORDED JUDGMENTS
- 25. UNRECORDED EXECUTOR'S SALES
- 26. UNRECORDED ADMINISTRATORS SALES
- 27. UNRECORDED PARTISAN SALES
- 28. UNRECORDED SALES TO SPOUSES
- 29. UNRECORDED SALES TO CHILDREN
- 30. UNRECORDED SALES TO GRANDCHILDREN
- 31. UNRECORDED SALES TO OTHER RELATIVES
- 32. UNRECORDED SALES TO STRANGERS
- 33. UNRECORDED SALES TO PARTNERS
- 34. UNRECORDED SALES TO JOINT TENANTS
- 35. UNRECORDED SALES TO TENANTS IN COMMON
- 36. UNRECORDED SALES TO TRUSTEES
- 37. UNRECORDED SALES TO EXECUTORS
- 38. UNRECORDED SALES TO ADMINISTRATORS
- 39. UNRECORDED SALES TO PARTISANS
- 40. UNRECORDED SALES TO OTHERS

Balling Engineering



Match Line

Parcel B
 Layton City Property
 9.146 ac.

Parcel A
 Property of the Layton Ridges Subdivision
 9.146 ac.

State Highway 89

Layton Ridges Subdivision

Layton City, Davis County, Utah
(Sheet 2 of 2)

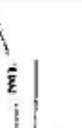
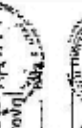
Monument Information

Monument	Latitude	Longitude
1	40° 00' 00" N	111° 55' 00" W
2	40° 00' 00" N	111° 55' 00" W
3	40° 00' 00" N	111° 55' 00" W
4	40° 00' 00" N	111° 55' 00" W
5	40° 00' 00" N	111° 55' 00" W
6	40° 00' 00" N	111° 55' 00" W
7	40° 00' 00" N	111° 55' 00" W
8	40° 00' 00" N	111° 55' 00" W
9	40° 00' 00" N	111° 55' 00" W
10	40° 00' 00" N	111° 55' 00" W

Narrative

Surveyor's name and license information, and a detailed description of the survey process, including the location of monuments and the nature of the subdivision.

City Council Approval
 Planning Commission Approval
 City Engineer's Approval
 City Attorney's Approval



Boundary Description
 A detailed description of the boundary lines, bearings, and distances for the subdivision.

Surveyor's Certificate
 A statement from the surveyor certifying the accuracy of the survey and the placement of monuments.

Owner's Declaration
 A declaration from the property owner regarding the subdivision and any existing encumbrances.

Consent to Dedicate
 A statement of consent from the owner to dedicate the subdivision to the public.

Acknowledgement
 A public acknowledgment of the subdivision and the dedication of the streets.

Acknowledgement
 A second public acknowledgment of the subdivision and the dedication of the streets.

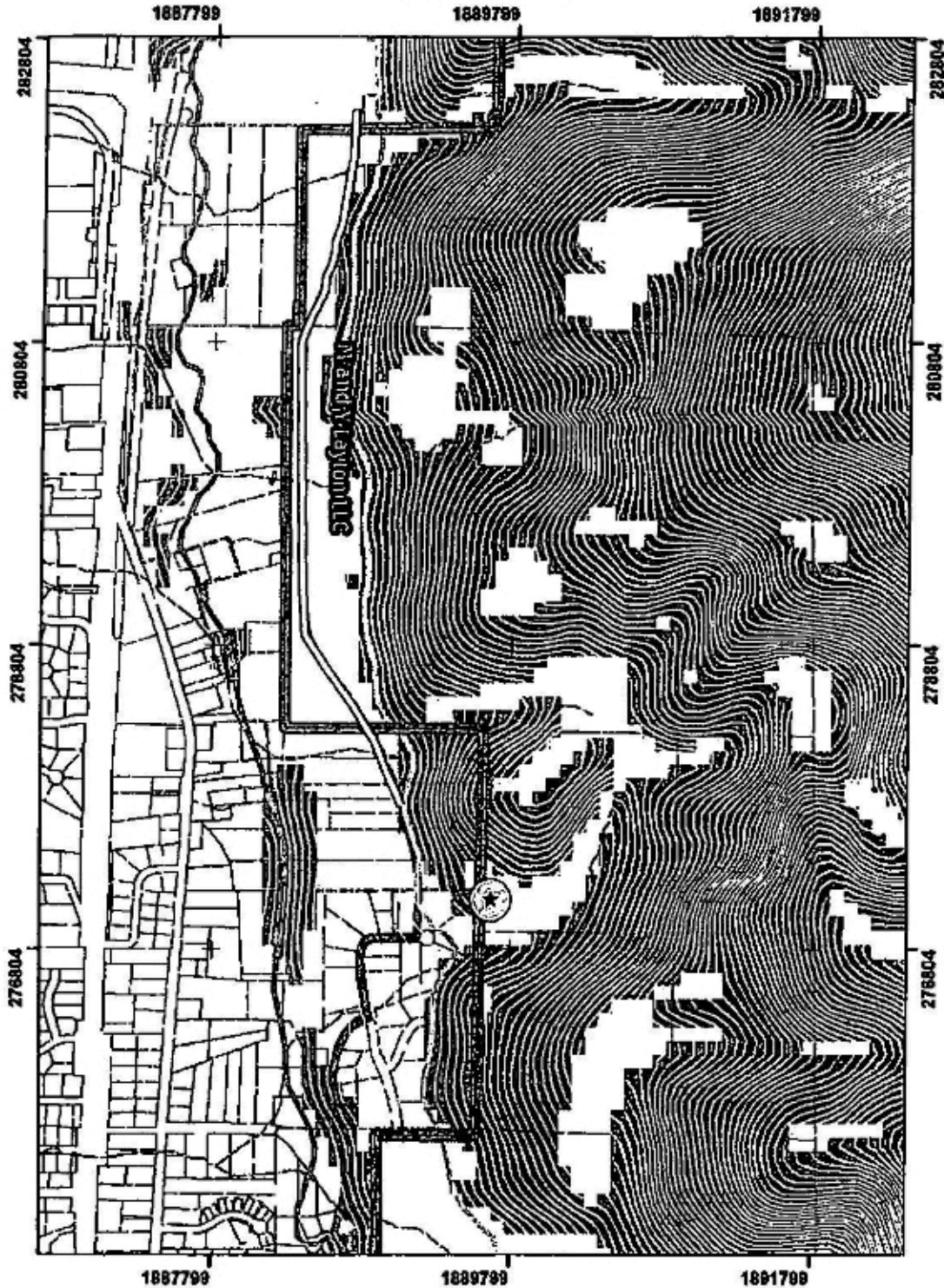
Curve	Radius	Central Angle	Chord	Chord Bearing	Area	Perimeter	Area	Perimeter	Area	Perimeter	Area	Perimeter	Area	Perimeter	Area	Perimeter	Area	Perimeter
1	100.00	90.00	141.42	S 45° 00' 00" E	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74
2	100.00	90.00	141.42	S 45° 00' 00" E	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74
3	100.00	90.00	141.42	S 45° 00' 00" E	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74
4	100.00	90.00	141.42	S 45° 00' 00" E	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74
5	100.00	90.00	141.42	S 45° 00' 00" E	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74
6	100.00	90.00	141.42	S 45° 00' 00" E	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74
7	100.00	90.00	141.42	S 45° 00' 00" E	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74
8	100.00	90.00	141.42	S 45° 00' 00" E	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74
9	100.00	90.00	141.42	S 45° 00' 00" E	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74
10	100.00	90.00	141.42	S 45° 00' 00" E	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74	7853.98	282.74

Consent to Dedicate
 I, the undersigned, do hereby consent to the dedication of the streets shown on the attached plat to the public use of the City of Layton, Utah.

Acknowledgement
 On this 17th day of July, 2007, I, the undersigned, do hereby acknowledge the dedication of the streets shown on the attached plat to the public use of the City of Layton, Utah.

7-05-03

Exhibit C



There are 308.25 Acres of Developable Land On
The East Side of Layton City

1 inch equals 1,024.726874 feet

