

26
E 3583860 B 8568 P 555-580
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
8/21/2024 1:10 PM
FEE 0.00 Pgs: 26
DEP AAM REC'D FOR LAYTON
CITY

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

Affects Parcel Numbers Noted Herein

**NOTICE OF AGREEMENT FOR ANNEXATION AND DEVELOPMENT
OF LAND BETWEEN LAYTON CITY AND DON E JENKINS TRUSTEE,
LAYTON CITY, DAVIS COUNTY, UTAH**

On November 22, 2022 Layton City recorded the AGREEMENT FOR ANNEXATION AND DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND DON E JENKINS TRUSTEE for the noted parcels below without the approved exhibits attached. This Notice, recorded in the office of the Davis County Recorder, notifies all current and future property owners of said annexation and development agreement complete with exhibits.


PARCEL 12-110-0152 - BEG AT A PT 18 RODS E & S 233 FT & E 18.0 FT FR NW COR SEC 25-T4N-R2W, SLB&M; TH E 442 FT; TH S 37.8 FT; TH E 99.58 FT; TH S 179.58 FT; TH E 100.42 FT; TH S 869.62 FT; TH W 642 FT; TH N 1087 FT TO POB. CONT. 15.394 ACRES

PARCEL 12-110-0153 - BEG AT A PT 18 RODS E & 33 FT S FR THE NW COR SEC 25-T4N-R2W, SLM; & RUN TH E 460 FT; TH S 200 FT; TH W 442 FT, M/L, TO A PT 315 FT E OF THE N-S SEC LINE; TH S 1087.0 FT; TH W 18.0 FT; TH N 1287 FT TO POB. CONT. 2.561 ACRES.

PARCEL 12-110-0075 - BEG ON THE E LINE OF A STR AT A PT 1220.0 FT S ALG THE SEC LINE & 33 FT E OF THE NW COR OF SEC 25-T4N-R2W, SLM; & RUN TH E 264 FT; TH N 100 FT; TH W 264 FT TO THE E LINE OF SD STR; TH S 100 FT ALG SD STR TO THE POB. CONT. 0.61 ACRES

Exhibit A: AGREEMENT FOR ANNEXATION AND DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND DON E JENKINS TRUSTEE

NOTICE FILED BY LAYTON CITY



Darren Curtis
Assistant Layton City Attorney

STATE OF UTAH)
 :SSS
DAVIS COUNTY)

The foregoing instrument was acknowledged before me this 19 day of August, 2024
by Gary Crane, Layton City Attorney.


Notary Public

My commission expires:



Office of the Davis County Recorder



Davis
COUNTY

Location: 15 N. 100 W.

E 3508462 B 8139 P 338-350
RICHARD T. NAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/22/2022 11:29 AM
FEE \$0.00 Pgs: 13
DEP RTT REC'D FOR LAYTON CITY

Recorder
Richard T. Maughan
Chief Deputy
Laile H. Lomax

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A Agreement for Amortization
(Document Type)

12-110-0152
Tax Serial Number(s)

AGREEMENT FOR ANNEXATION AND DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND DON E JENKINS TRUSTEE

THIS AGREEMENT for the development of land (hereinafter referred to as "Agreement") is made and entered into this 6th day of October, 2022, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and property owners DON E JENKINS TRUSTEE (hereinafter referred to as "Owners"), with City and Owners collectively referred to as "Parties" and separately as "Party".

RECITALS

WHEREAS, in furtherance of the objectives of the City General Plan, City has considered an application for an annexation of property into the City located at approximately 3071 West Gentile Street in Layton City (hereinafter the "Annexation Area");

WHEREAS, the total area proposed for annexation consists of approximately 15.39 acres and the total area proposed for rezone consists of approximately 18.68 acres, which is described and depicted on Exhibit A attached hereto (hereinafter Exhibit A); and

WHEREAS, Parties desire to enter into this Agreement to provide for the development of the Subject Area consisting of approximately 18.68 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 R-1-10 PRUD zoning on the Development Area, subject to Owners agreeing to certain limitations and undertakings described herein, which Agreement will provide protection to surrounding property values and will enable the Council to consider the approval of such development at this time; and

WHEREAS, City finds 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 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 "Owners' Undertakings" shall have the meaning set forth in Article IV.
- 1.3 "R-1-10 PRUD" zoning shall mean a single family residential use district with limited townhome units with a planned residential unit development overlay. The use, maximum density, site and building design standards of the R-1-10 PRUD zoning is regulated by Table 5-1 and 5-2 of the Zoning Regulation Chart and Chapter 19.08 of the Layton Municipal Code, as shown in Appendix A. These zoning districts are further restricted by the provisions 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 Council.

2.2 R-1-10 PRUD zoning consistent with Exhibit A is a condition precedent to Owners' 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 R-1-10 PRUD, as depicted on Exhibit A, with an effective date of no sooner than the effective date and adoption of this Agreement by the Council. Any zoning amendment shall occur upon a finding by the Council that it is in the best interest of the health, safety, and welfare of the citizens of the 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 Owners have not terminated this Agreement pursuant to Section 7.8, Owners agree to the following:

- 4.1 **Development Size.** The proposed development shall contain approximately 18.60 acres. A total of .61 acres of the development shall come from parcel ID 12-110-075 (237 South 3200 West), 2.561 acres shall come from parcel ID 12-110-0153 (3071 West Gentile Street), and 15.39 acres shall come from parcel ID 12-110-0152.
- 4.2 **Zoning.** Zoning and development of the Development Area shall comply with Article II. Once the Subject Property is annexed and zoned in accordance with Article II, development of the Development Area shall comply with all applicable City rules, regulations, and codes.
- 4.3 Owners agree that each phase of the Subdivision approved by City must comply with all the requirements of the City Code prior to the approval of any phase in the subdivision.
- 4.4 Any proposal to rezone the Subject Area from R-1-10 PRUD as depicted on Exhibit A to another zone shall require a rezone petition and amendment to this Agreement.
- 4.5 **Density.** The maximum density of residential units shall not exceed 4.89 units per acre with a total of 91 residential units (67 single-family and 24 townhomes) and shall be located approximately in the same location as shown in Exhibit B.

- 4.6 **The Amenity.** As used, herein the term “the Amenity” shall include a playground, pickleball court, trail/pathway, at least 16 benches, and two pavilions (which include a picnic bench, barbeque grill and garbage can),. Location of each amenity shall be approximately in the same location as shown in Exhibits B and C. The amenity shall be maintained by the Owners and Home Owner’s Association (HOA).
- 4.6.1 Owners agree to retain ownership of the Amenity until the Amenity is completed. The Amenity shall be substantially similar in design, quality, and materials as depicted in Exhibit C.
- 4.7 **Issuance of Building Permits.** Provided Owners and the builders are in compliance with the City’s Code, the terms of Subdivision approval and the City’s engineering requirements, City will issue building permits and/or occupancy permits in approved phases of the Subdivision up to a total of 59 percent (54 units) of the total 91 units that could be approved under the Subdivision approval.
- 4.7.1 As used, herein the term “Major Amenity” shall include the playground and pickleball court as shown in Exhibit B and depicted in Exhibit C. Prior to the issuance of the 54th residential building permits and/or certificates of occupancy, construction on the Major Amenity shall commence. In the event the Amenity is not completed prior to the issuance of the 54th building permit and/or certificate of occupancy, City may withhold issuance of further building permits and/or certificates of occupancy until the Amenity is completed, or at the discretion of City, until a cash (or equivalent) bond is posted by Owners in an amount determined by City after receipt from Owners of an accurate cost estimate, to cover the cost of the Amenity. The Amenity must be completed within one year from the date of the issuance of the 54th permit and/or certificate of occupancy or within 12 months of the posting of the bond if a bond is permitted, whichever occurs sooner.
- 4.7.2 Owners agree to defend and hold City harmless for any cause of action arising out of City’s restriction on the issuance of building permits and/or certificates of occupancy that cannot be issued because Owners fail to install the Amenity according to the terms of this Amendment.
- 4.8 **Residential Design Standards.** All single-family and townhome buildings shall comply with the requirements outlined in City Municipal Code 19.08 Planned Residential Unit Development (PRUD) Overlay Zone.
- 4.8.1 All residential buildings shall have an architectural style that is substantially similar in design, quality, and materials as shown in Exhibits D-1 through D-5 for single-family buildings and Exhibits D-6 through D-8 for townhome buildings.
- 4.8.2 A total of eight single-family elevations shall be provided at the time of preliminary review. Five of the eight are shown under Exhibits D-1 through D-5. The additional elevations shall be distinctly separate in design and shall comply with the requirements detailed in this agreement.
- 4.8.3 Twenty percent of all street-facing sides of primary and accessory buildings shall be finished with masonry. For the purposes of this section, masonry shall include

brick, stone, or cementitious siding but shall not include stucco or similar products. Engineered wood siding cannot be used as a substitute for cementitious siding. Calculation of minimum percentage shall not include entry feature columns.

- 4.8.4 Application of Exterior Brick or Rock Materials: To achieve the appearance of masonry as a structural component of the architecture, exterior masonry materials shall extend beyond any exterior wall corner by a depth of at least 18" onto the adjoining (perpendicular) wall elevation. This requirement shall also apply to non-masonry exterior materials, such that transitions of materials do not occur at building corners. The uniform application of building materials at corners shall extend vertically up to the roof eaves.
- 4.8.5 No exterior single-family elevation may be duplicated or repeated within 2 lots of either direction of dwelling including lots facing subject home and including 2 lots in either direction.
- 4.8.6 No more than 60 percent of a front elevation may be stucco.
- 4.8.7 All townhomes shall be rear-loaded. The total number, type, and location of housing units shall be located approximately in the same location as shown in Exhibit B.
- 4.8.8 All residential units shall have double car garages with a minimum size of 20'x20', as measured from the interior garage walls. The depth of one space may be reduced to a minimum of 18' to accommodate mechanical equipment (stairs and/or doors are not permitted to encroach).
- 4.8.9 All residential units shall have an open-air front porch. Front entrance feature dimensions shall be or shall include a portion with a minimum depth and width of seven feet. These front entrance features may encroach no more than five feet into the front yard setback.
- 4.8.10 Residential buildings and lots that back onto or are on the side of common open space area(s) shall provide a 6' solid vinyl fence to delineate the privately-owned rear and/or side yard from the common open space area. Shrubs/ornamental grasses shall be planted within the common area to further enhance the boundary delineation between private and common open space areas.
- 4.8.11 A 6' solid vinyl fence shall be placed adjacent all properties with an agricultural use.

4.9 Single Family Building Setbacks.

- 4.9.1 The minimum front yard setback for single-family residential units shall be 12'. Garages fronting onto streets shall be set back at least 20'. Each lot/parcel that borders the development's southern property line shall have a 30' rear yard setback, these lots are depicted in Exhibit B as lots 22-29 and lots 30-32.
- 4.9.2 A window well that is less than seven feet away from a window well of an adjacent home is required to have a cover. Window wells must maintain a

minimum of a four-foot separation from window wells on adjacent lots.

- 4.9.3 The drive approach for corner lots shall be located along the interior side of the lot. The approach shall be a minimum of 4.5' from the side property line and 50' from the back of curb of the adjacent side street.

4.10 Townhome Building Setbacks.

- 4.10.1 Driveway width shall not exceed 18'. The spacing in-between driveways shall be landscaped with water wise shrubs and ornamental grasses.

- 4.11 **Trail/Pathway.** The trail/pathway area shall be a minimum of 7' wide and paved with either asphalt or concrete.

- 4.12 **Deed Restriction/Declaration.** A deed restriction/declaration shall be recorded for each lot/parcel along the south development property line as depicted in Exhibit B as lots 22-29 and lots 30-32, and shall include the following language:

"This property is located in the vicinity of an established agriculture operation in which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future be conducted on property included in the area in which the agricultural operation is being carried on. The use and enjoyment of this property is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities. The agricultural uses and activities may include, but not be limited to, early morning, daytime, and nighttime lighting, noise, and dust. These impacts may occur year-round"

- 4.13 **Homeowners Association & Declaration of Covenants, Conditions, and Restrictions (CCRs).** Owners shall provide for and record enforceable CCRs providing architectural design consistency. Owners shall cause an HOA to be constituted as part of CCRs with the duties of maintaining the front yards of the lots and any amenities delineated in an approved final plat. The HOA shall be required to be managed by a professional management company to ensure efficient, timely, and complete administration of HOA duties and responsibilities. The CCRs shall establish the City with a controlling interest in the HOA for the matter of voting to dissolve the HOA.

- 4.13.1 The homeowners within the development may elect to have the HOA maintain other portions of their private property, specifically the side and rear yards.

- 4.13.2 The HOA shall be responsible for the ownership and maintenance of all private utilities, private streets, open space areas, including landscape buffers, detention basins, trails and pathways, and any other amenities, and fencing. The HOA shall also be responsible for maintenance of the park strips and any open space common areas along Gentile Street and 3200 West.

- 4.13.3 All residential unit design requirements, setbacks, fencing, driveway and drive approach requirements listed in this agreement shall be included as a part of the Declaration of Covenants, Conditions, and Restrictions (CCRs).

- 4.14 **Public Utilities.** Owners acknowledge and agree that any development shall comply with all development standards, guidelines, ordinances, regulations, and statues as exist at time of development.
- 4.14.1 **Street Connection.** The east/west public street connecting 3200 West on the west to parcel 12-110-0150 on the east shall be a residential collector with a 62' right-of-way. All other public streets within the development shall be a residential street with a 58' public right-of-way. All private streets and alleys shall have a minimum width of 26'.
 - 4.14.2 **Culinary Water.** All townhomes will be serviced through master meters. Individual services shall only be provided to single-family homes. The private culinary lines will need to be designed to limit the number of connections and crossing within public streets.
 - 4.14.3 **Sanitary Sewer.** There is an existing North Davis Sewer District (NDSD) sewer main in 3200 West. Owners shall consult with NDSD to determine if there is adequate capacity in the line to address the proposed unit count.
 - 4.14.4 **Storm Drain.** An existing 48" storm drain line exists within 3200 West. The storm water from these parcels is addressed with a regional detention facility on the Nature Conservancy property at the south end of 3200 West. On-site detention will not be required.
 - 4.14.5 **Land Drain.** The land drain system must address the foundation drains for any structures that extend below ground level.
- 4.15 **Water Exactions.** Owners shall be responsible for complying with the City's Water Exaction requirements effective on the date of execution of this Agreement. The final amounts shall be determined upon review of the final development plans.
- 4.15.1 The developer should be aware that parcel 12-110-0153 is part of a trilateral water agreement. The developer will pay a fee to the City for the trilateral water as part of the subdivision fees (currently \$3,000 per acre foot) rather than providing shares for this portion of the property.
- 4.16 **Precedence of this Agreement.** This agreement shall take precedence over any contrary provisions of any Staff memorandums or representations.
- 4.17 **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.
- 4.18 **Amendments.** Owners agree to limit development to the uses and requirements provided herein unless any of the Development Area is rezoned. In such event, City and Owners mutually agree to amend this agreement in writing to reflect such rezoning.
- 4.19 **Conflicts.** Except as otherwise provided, any conflict between the provisions of this Agreement and 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 - Owners.** Owners, or its 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 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.** Owners shall, in good faith, diligently pursue completion of the development of any portion of the Development 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 Owners and its contractor, representatives of City shall have the right of access to the Development 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 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 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 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 Party in default or breach of its obligations;
- 6.1.2 Owners agree not to contest the reversion of the zoning by the Council to the previous zoning on the property, and hereby holds City harmless for such reversion of the zoning from R-1-10 PRUD to A.

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 **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 Owners.** In the event of a default by Owners' assignee, Owners may elect, in its discretion, to cure the default of such assignee, provided, Owners' cure period shall be extended by 30 days.

6.5 **Appeals.** If Owners desire 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 Council with a recommendation from the Planning Commission and Staff.

ARTICLE VII GENERAL PROVISIONS

7.1 **Successors and Assigns of Owners.** This Agreement shall be binding upon Owners and its 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 Development 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 business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Owners: DON E JENKINS TRUSTEE (DAVID JENKINS)
433 Elk Rim Road
801/725-2429

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 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 Owners.

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 Owners' Undertakings, performance of Owners' 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 Owners' 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: Joy Petro
JOY PETRO, Mayor

ATTEST:

By: Kimberly S Read
KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

By: Gary Crane
GARY CRANE, City Attorney

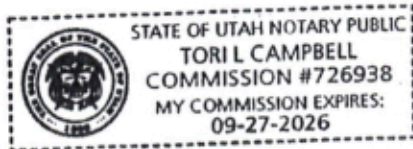
SUBMITTING DEPARTMENT

By: Chad Wilkinson
CHAD WILKINSON, Director
Community & Economic Development

CITY ACKNOWLEDGEMENT

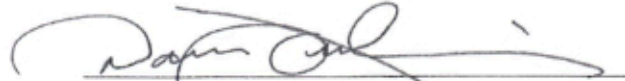
STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 14 day of Oct., 2022, personally appeared before me Joy Petro, 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.



Tori L Campbell
Notary Public

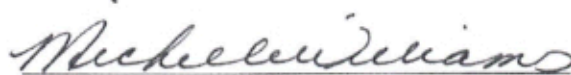
OWNERS SIGNATURE AND ACKNOWLEDGMENT



DAVID JENKINS, TRUSTEE OF
DON E JENKINS TRUSTEE

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 3rd day of October, 2022, personally appeared before me David Jenkins, who being duly sworn, did say that they are the Manager of the DON E JENKINS TRUSTEE as the legal property owners of record of the property subject to this Agreement and that he has executed this Agreement with full authority to do so.


Notary Public

By: CGR
Date: November 21, 2022
Project:10624A Jenkins Annexation

Jenkins Annexation Legal Description

A parcel of land, situate in the Northwest Quarter of Section 25, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Davis County, Utah, more particularly described as follows:

Beginning at a point South 89°50'56" East 314.80 feet along the Section Line (NAD83 Bearing being South 0°32'44" West between the Northwest Corner and West Quarter Corner of said Section 25 per the Davis County Township Reference Plat) and South 00°09'06" West 232.07 feet from the Northwest Corner of said Section 25 and running thence:

North 89°59'13" West 442.19 feet;
thence South 00°09'04" West 39.80 feet;
thence South 89°50'56" East 99.58 feet;
thence South 00°09'04" West 179.58 feet;
thence South 89°50'56" East 100.42 feet;
thence South 00°09'06" West 868.94 feet;
thence North 89°49'48" West 643.09 feet;
thence North 00°11'56" EAST 1087.03 feet to the Point of Beginning.

Contains: 673,095 square feet or 15.452 acres.



JENKINS
ANNEXATION &
REZONE

3071 W.
GENTILE ST.

ANNEXATION AREA:
15.39

REZONE
AGRICULTURE
TO
R-1-10 (PRUD)
AG HERITAGE
OVERLAY
Acres: 18.65

Legend

- Interstate Highways 3583860 BK 8568 PG 570
- City Boundary
- Highways
- Lakes
- Streams

- Annexation Area
- Rezone Area

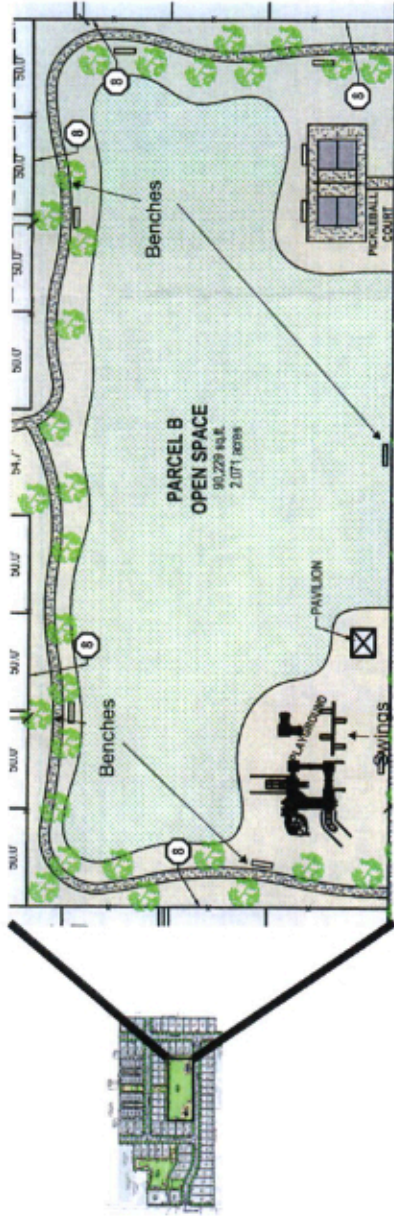
Exhibit A

REZONE FROM
AGRICULTURE TO
R-1-10 (PRUD) WITH
AG HERITAGE OVERLAY
ACRES: 18.65

ANNEXATION AREA
ACRES: 15.39



Exhibit C



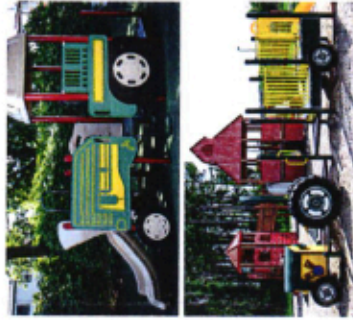
Playground Area



Pavilions/Benches



Community Gardens



Pickleball Court



Trails



Dog Park Fence



Developer:
Nilson Land
5617 South 1475 East
Ogden, UT 84405
Contact: Mike Flood
801-712-8544

plan type

JENKINS SUBDIVISION
3071 W Gentle St, Layton, UT

Open Space/Common Area
Amenities Sketch Plan

date

3/27/2023

plan revisions

Information

scale

NTS

sheet

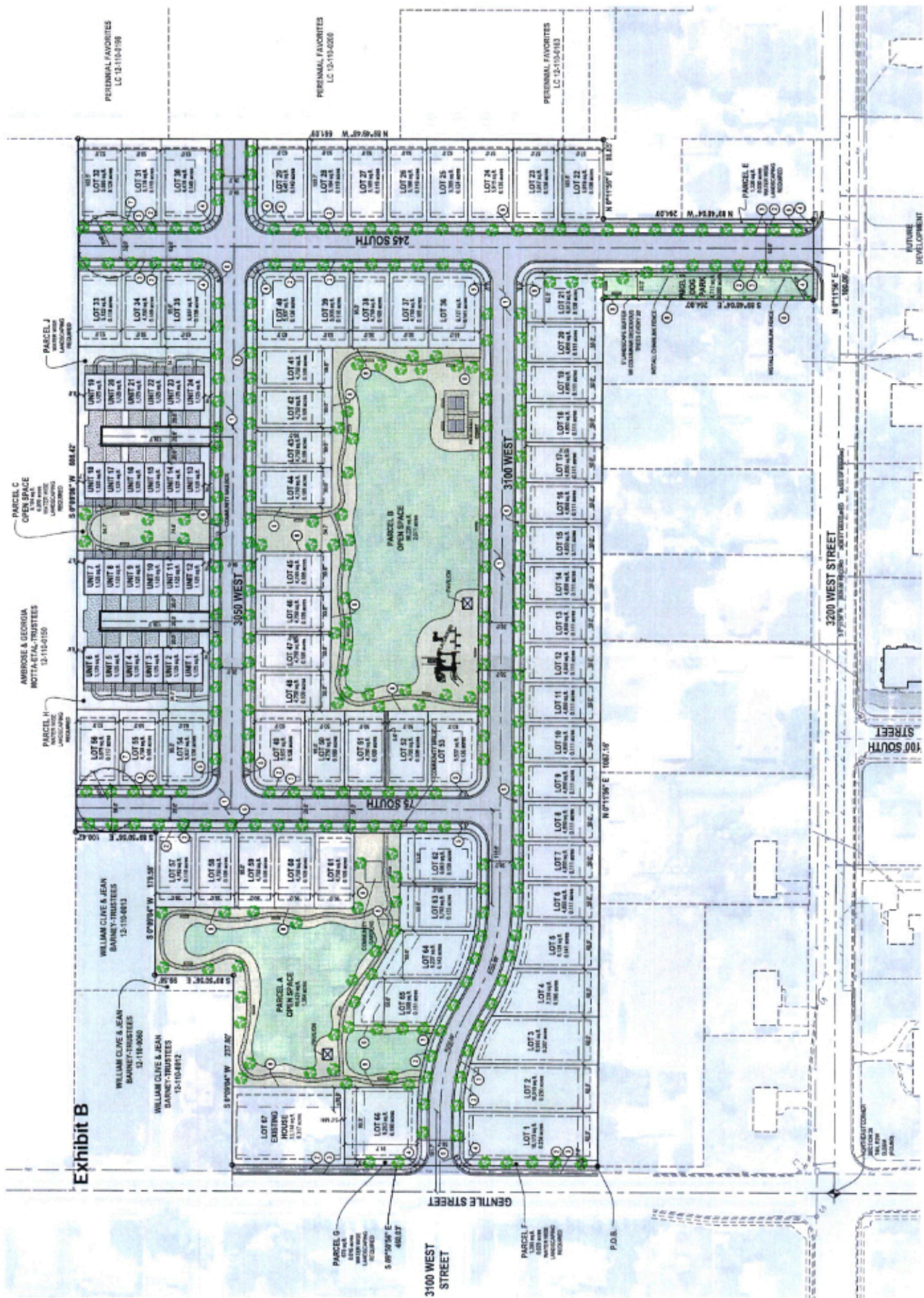


Exhibit B

AMBROSE & GEORGIA
MORTGAGE TRUSTEES
12-110-0120

PARCEL H
OPEN SPACE
UNITS 1-10
LANDSCAPING
REQUIRED

PARCEL C
OPEN SPACE
UNITS 11-20
LANDSCAPING
REQUIRED

PARCEL J
OPEN SPACE
UNITS 21-30
LANDSCAPING
REQUIRED

PARCEL G
OPEN SPACE
UNITS 31-40
LANDSCAPING
REQUIRED

PARCEL F
OPEN SPACE
UNITS 41-50
LANDSCAPING
REQUIRED

PERSONAL FAVORITES
LC 12-110-0120

PERSONAL FAVORITES
LC 12-110-0208

PERSONAL FAVORITES
LC 12-110-0113

WILLIAM CLIVE & JEAN
BARNETT-TRUSTEES
12-110-0813

WILLIAM CLIVE & JEAN
BARNETT-TRUSTEES
12-110-0808

WILLIAM CLIVE & JEAN
BARNETT-TRUSTEES
12-110-0812

P.O.S.

3100 SOUTH STREET

3200 WEST STREET

78 SOUTH

3050 WEST

245 SOUTH

N 87°15'50" E 1082.19'

N 87°15'50" E 1082.19'

N 87°15'50" E 1082.19'

N 87°15'50" E 1082.19'

N 87°15'50" E 1082.19'

N 87°15'50" E 1082.19'

N 87°15'50" E 1082.19'

NATURE DEVELOPMENT

NATURE DEVELOPMENT

NATURE DEVELOPMENT

NATURE DEVELOPMENT

NATURE DEVELOPMENT

NATURE DEVELOPMENT

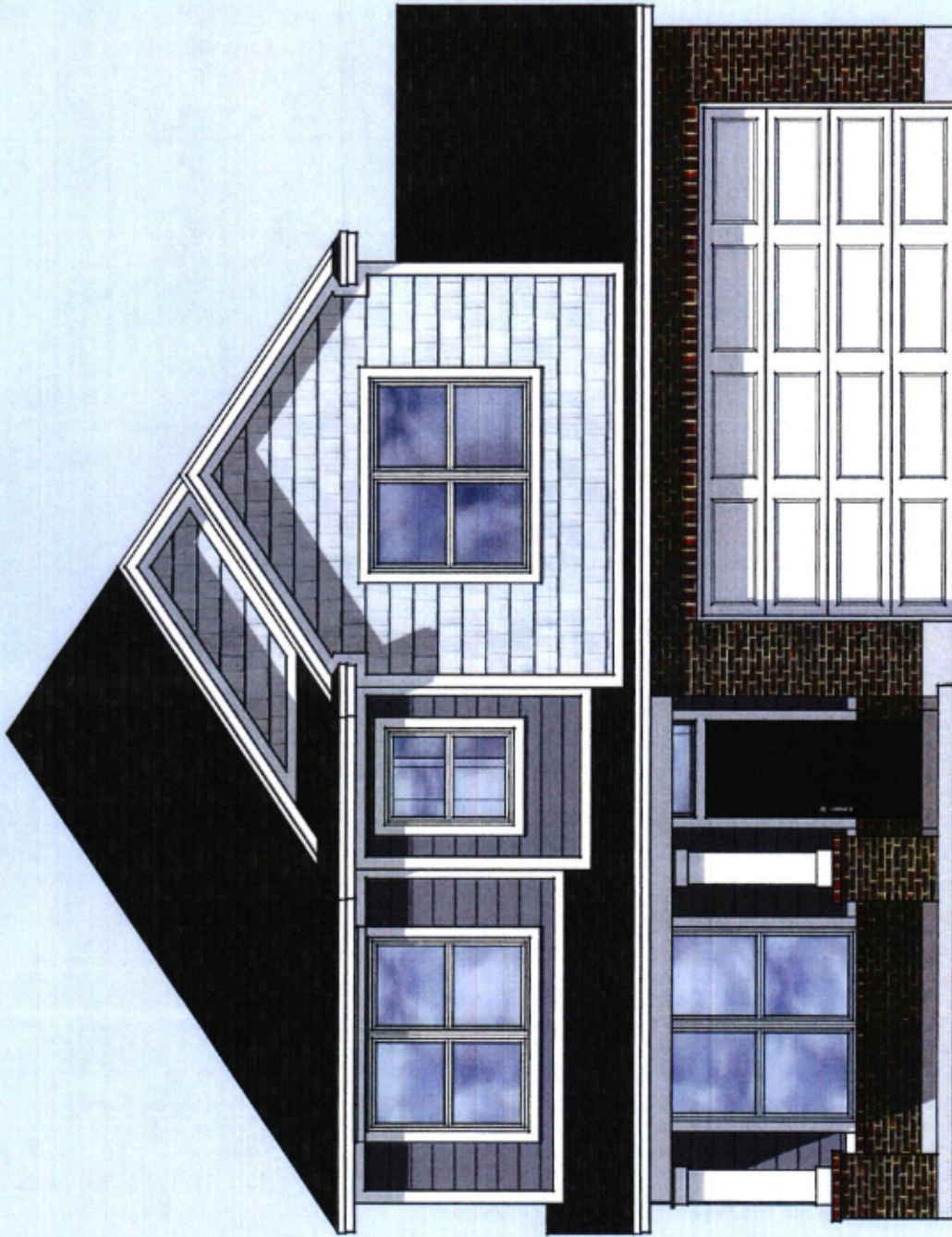
NATURE DEVELOPMENT

NATURE DEVELOPMENT

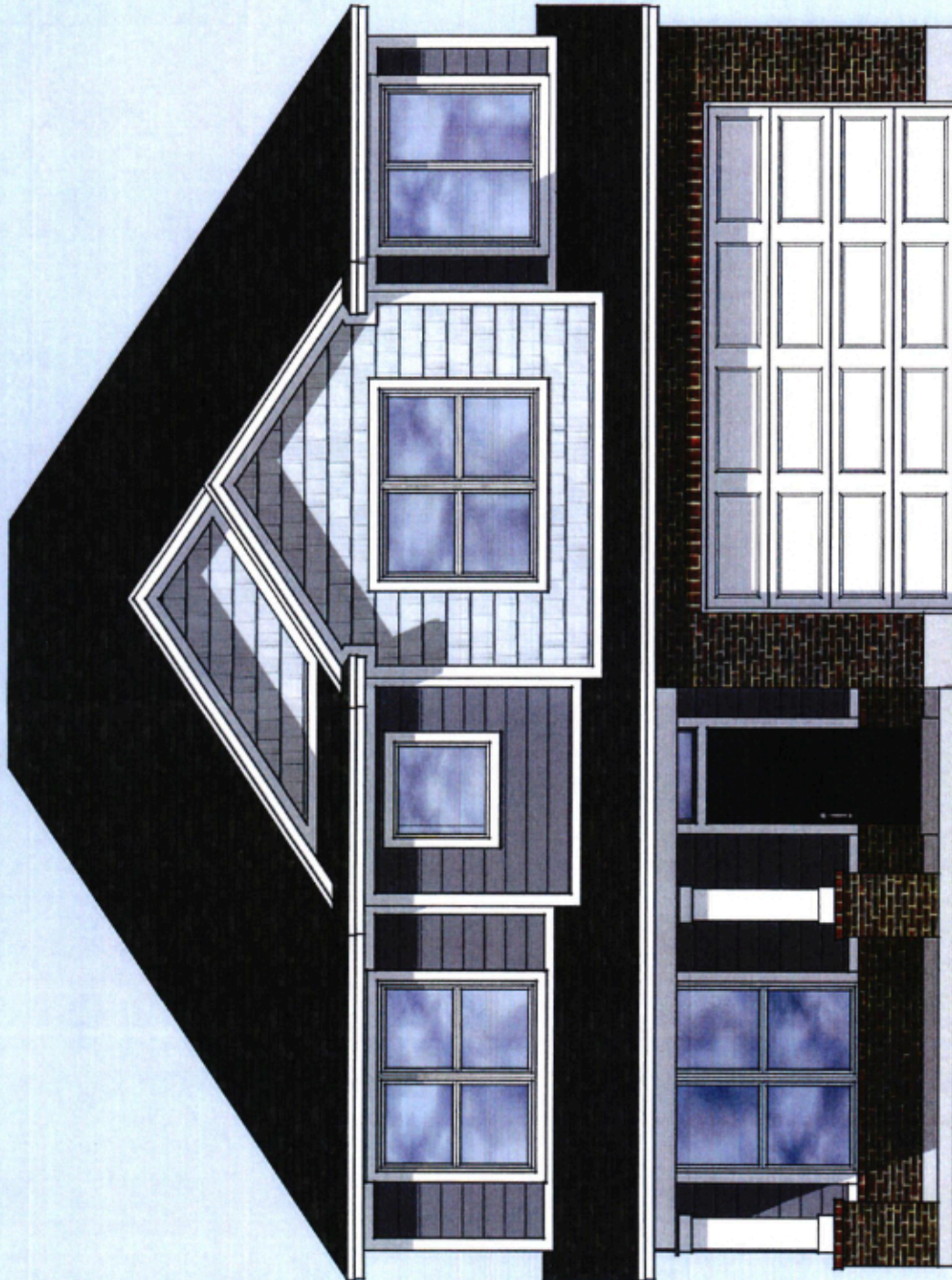
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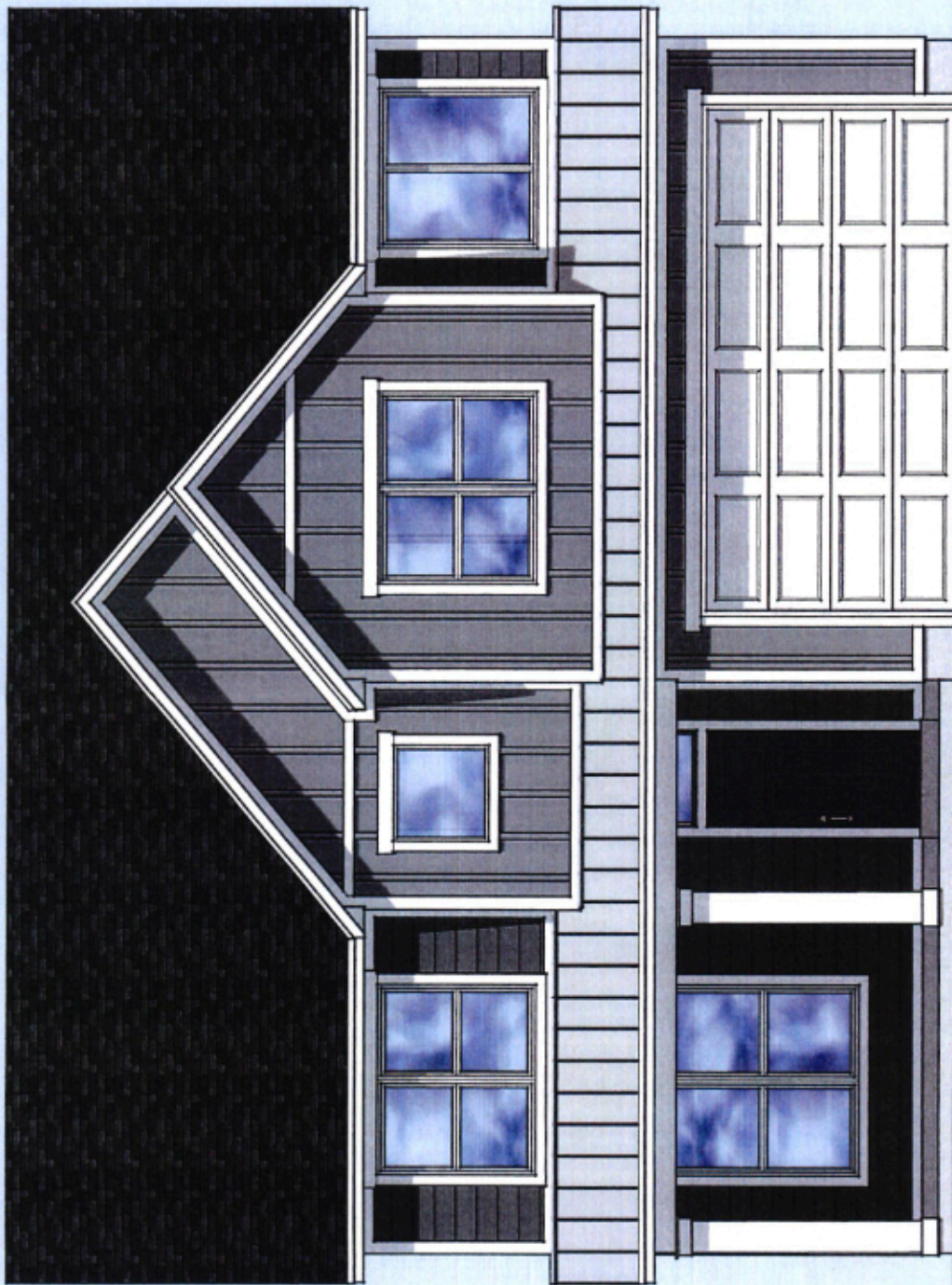
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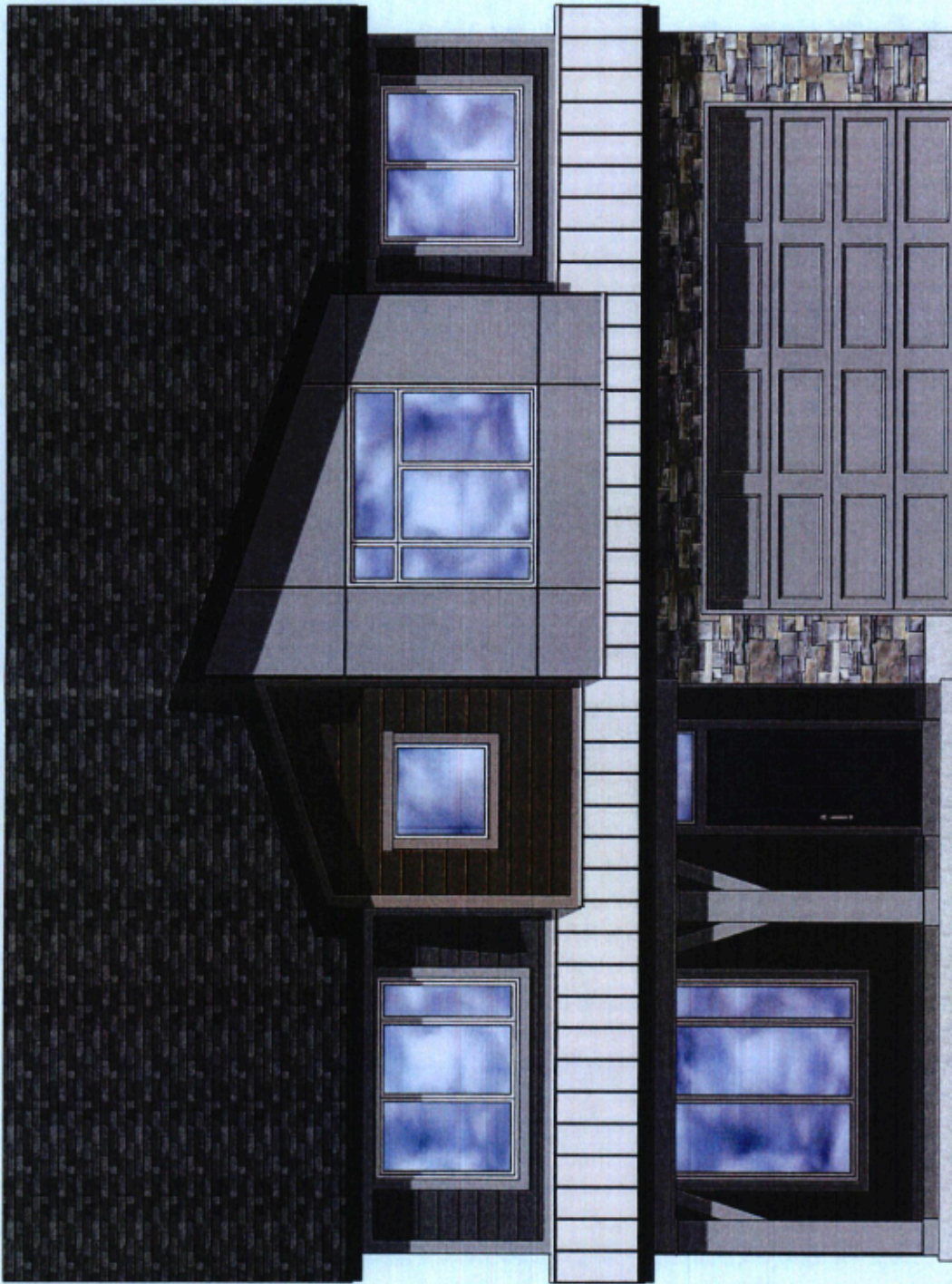
NATURE DEVELOPMENT







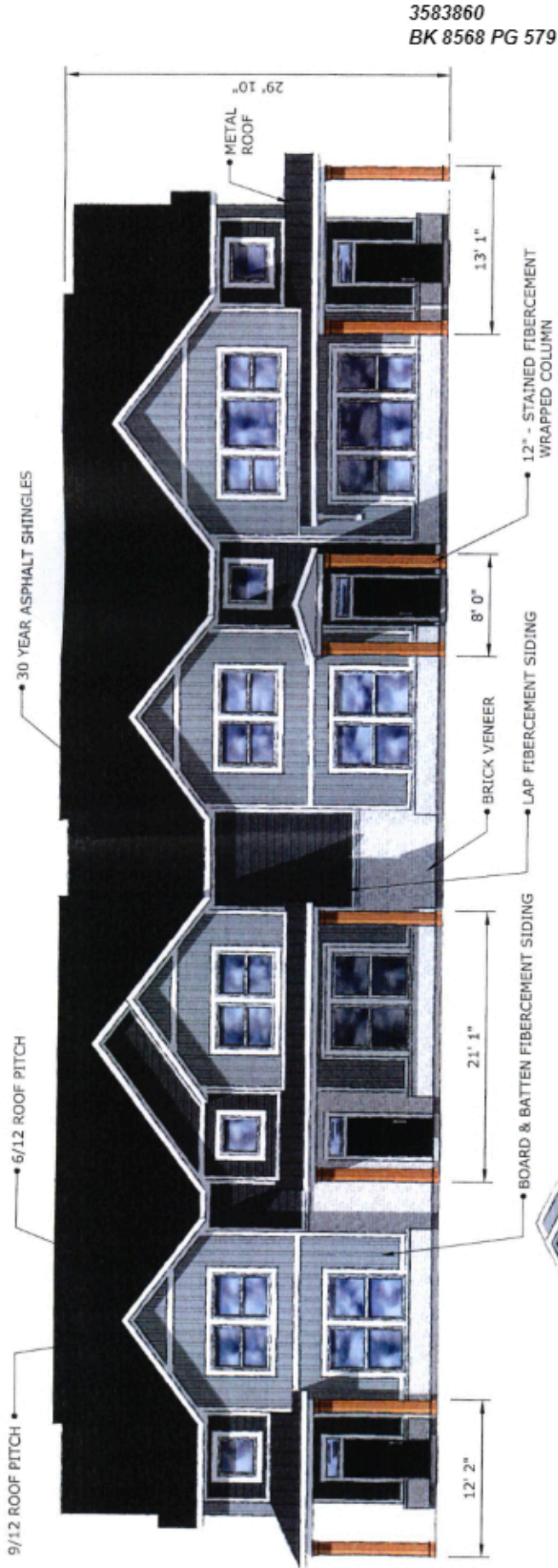






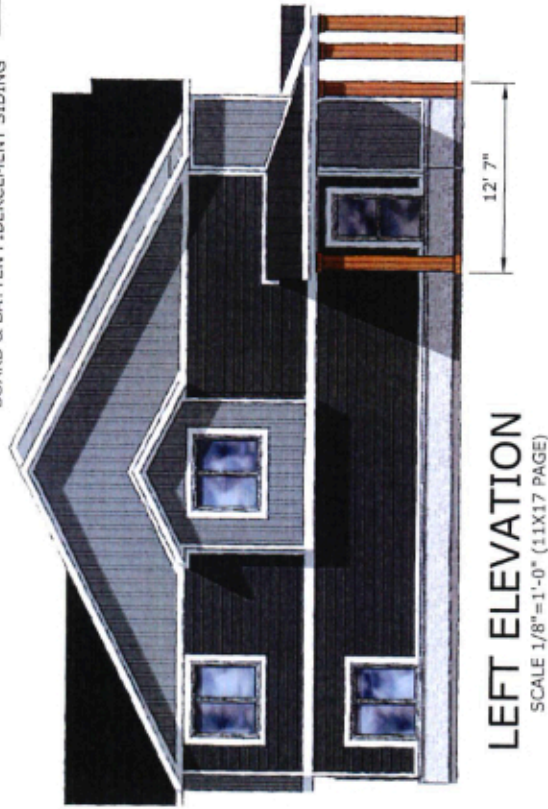
JENKINS PROPERTY TOWNHOMES
NILSON HOMES

Exhibit D - 7



FRONT ELEVATION

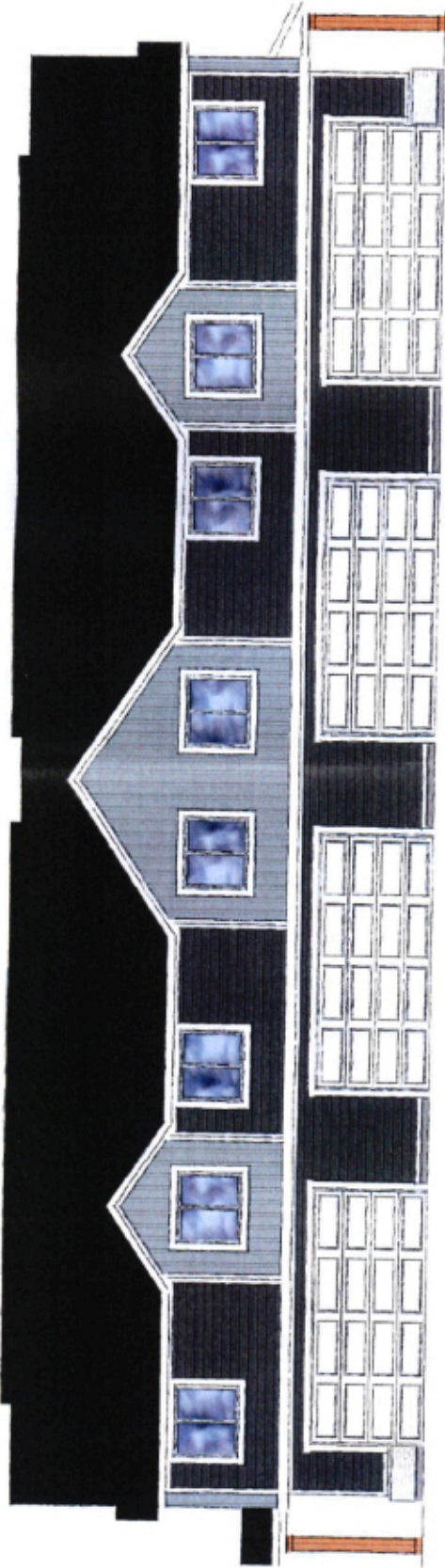
SCALE 1/8"=1'-0" (11X17 PAGE)



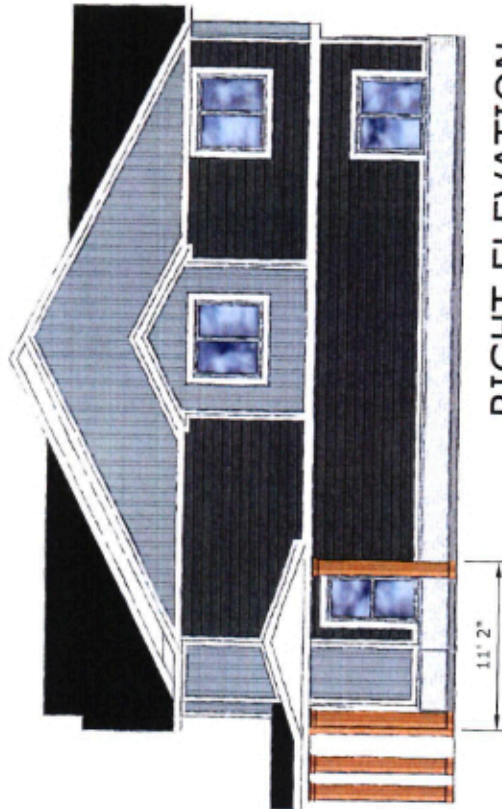
JENKINS PROPERTY TOWNHOMES
NILSON HOMES

Exhibit D - 8

3583860
BK 8568 PG 580



REAR ELEVATION
SCALE 1/8" = 1'-0" (11X17 PAGE)



RIGHT ELEVATION
SCALE 1/8" = 1'-0" (11X17 PAGE)

JENKINS PROPERTY TOWNHOMES
NILSON HOMES