

**REDEVELOPMENT AGENCY MEETING AGENDA  
LAYTON, UTAH**

PUBLIC NOTICE is hereby given that the Redevelopment Agency (RDA) of Layton, Utah, will hold a public meeting in the Council Conference Room of the City Center Building, 437 North Wasatch Drive, Layton, Utah, commencing at **5:30 PM on December 21, 2023**.

**AGENDA ITEMS:**

1. Minutes of the Layton City Redevelopment Agency (RDA) Meeting - December 7, 2023
  
2. Extension of Deadline in Article IV, Section 4.2 of the Agreement for Development of Land between the Redevelopment Agency of Layton City, Young Family Racing Properties, LTD., and Young Automotive Group, LLC – 461 North 650 West
  
3. Reimbursement Agreement for Development of Land between the Redevelopment Agency of Layton City and Layton Grandview II LLC – RDA Resolution 23-05 – 1645 East Highway 193

**ADJOURN:**

Notice is hereby given that:

- In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.
- This meeting may involve the use of electronic communications for some of the members of this public body. The anchor location for the meeting shall be the Layton City Council Conference Room, 437 North Wasatch Drive, Layton City. Elected Officials at remote locations may be connected to the meeting electronically.

**Date:** \_\_\_\_\_ **By:** \_\_\_\_\_  
**Kimberly S Read, City Recorder**

LAYTON CITY does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the employment or the provision of services. If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify Layton City eight or more hours in advance of the meeting. Please contact Jamie Senninger at 437 North Wasatch Drive, Layton, Utah 84041, 801.336.3826 or 801.336.3820.

# ***D R A F T***

## **MINUTES OF THE MEETING OF THE REDEVELOPMENT AGENCY OF LAYTON CITY**

**DECEMBER 7, 2023 – 5:33 P.M.**

### **BOARDMEMBERS AND OFFICERS PRESENT:**

**CHAIR JOY PETRO, VICE CHAIR CLINT MORRIS,  
EXECUTIVE DIRECTOR ALEX JENSEN,  
BOARDMEMBERS ZACH BLOXHAM, TYSON  
ROBERTS, BETTINA SMITH EDMONDSON, AND  
DAVE THOMAS**

### **STAFF PRESENT:**

**CLINT DRAKE, CHAD WILKINSON, TRACY  
PROBERT, ED FRAZIER, AND SECRETARY KIM  
READ**

**The meeting was held in the Council Conference Room of the Layton City Center.**

Chair Petro opened the meeting.

### **MINUTES:**

Boardmember Roberts moved to approve the minutes of June 1, 2023 and June 15, 2023, as written. Boardmember Thomas seconded the motion, which passed unanimously.

### **AGENDA:**

#### **FINANCIAL REPORT FOR THE YEAR ENDED JUNE 30, 2023**

Tracy Probert, Finance Director, informed the Board the RDA (Redevelopment Agency) fund was included in the City's Audit Report and explained it was considered a blended component unit of the City, specific to financial statements. Financial Reports forwarded to the State include a certificate reflecting the financial reports were part of a parent-entity. He shared a visual illustration and reviewed the Fund Balance for each of the project areas: RDA – South Main Street Project Area, EDA – East Gate Project Area, CDA – R C Willey Area.

He asked if there were any questions.

Vice-Chair Morris inquired which project area included the Young Automotive Group and Mr. Probert responded it was in the South Main Street Project RDA.

# ***D R A F T***

Chad Wilkinson, Community and Economic Development Director, reported the Taxing Entity Committee (TEC) had met Wednesday, December 6, 2023 to amend the EDA project area budget. He identified the TEC respective entities and reminded the Board, Davis School District had committed to extend its participation until 2035. He reported on the next steps required by statute. He indicated it was a good meeting with support expressed by the entities.

**The meeting adjourned at 5:42 p.m.**

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Kimberly S. Read, Secretary

**REDEVELOPMENT AGENCY OF LAYTON CITY  
AGENDA ITEM COVER SHEET**

**Item Number:** 2.

**Subject:**

Extension of Deadline in Article IV, Section 4.2 of the Agreement for Development of Land between the Redevelopment Agency of Layton City, Young Family Racing Properties, LTD., and Young Automotive Group, LLC – 461 North 650 West

**Background:**

The Agreement for Development of Land between the Redevelopment Agency of Layton City, Young Family Racing Properties, LTD., and Young Automotive Group, LLC which was approved on January 26, 2022, and executed on January 31, 2022, require the Young Automotive Headquarters building to be completed and receive a final certificate of occupancy by December 31, 2023, in order to receive the second up-front incentive payment as previously adopted in accordance with Article IV, Section 4.2 of the Agreement. The Young's have been working diligently on the construction and completion of this building, which has been under construction since 2022. The Young's are requesting an extension of this deadline until March 31, 2024, due to supply chain issues with certain furniture and technical equipment in one room of the new headquarters building. Article VI, Section 6.3 of the Agreement allows for a request to extend this deadline in writing, which has been submitted by the Young Automotive Group.

**Alternatives:**

Alternatives are to: 1) Approve a Memorandum of Understanding extending the deadline to receive the second incentive payment as defined in Article IV, Section 4.2 in accordance with Article VI, Section 6.2 of the Agreement for Development of Land between the Redevelopment Agency of Layton City, Young Family Racing Properties, LTD., and Young Automotive Group, LLC; 2) Approve the Memorandum of Understanding extending the deadline to receive the second incentive payment with amendments the Agency deems appropriate; or 3) Not approve the Memorandum of Understanding extending the deadline to receive the second incentive payment.

**Recommendation:**

Staff is recommending the Agency approve a Memorandum of Understanding extending the deadline to receive the second incentive payment as defined in Article IV, Section 4.2 in accordance with Article VI, Section 6.2 of the Agreement for Development of Land between the Redevelopment Agency of Layton City, Young Family Racing Properties, LTD., and Young Automotive Group, LLC.

WHEN RECORDED, RETURN TO:  
REDEVELOPMENT AGENCY OF LAYTON CITY  
AGENCY EXECUTIVE DIRECTOR  
437 NORTH WASATCH DRIVE  
LAYTON, UTAH 84041

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN  
THE REDEVELOPMENT AGENCY OF LAYTON CITY, YOUNG FAMILY RACING PROPERTIES  
LTD., AND YOUNG AUTOMOTIVE GROUP, LLC**

**(Approximately 461 N 650 West, Layton City)**

This AGREEMENT FOR THE DEVELOPMENT OF LAND (hereinafter referred to as this "Agreement") is made and entered into this 26<sup>th</sup> day of January, 2022 (the "Effective Date"), between The REDEVELOPMENT AGENCY OF LAYTON CITY, a governmental agency organized under the laws of the State of Utah (hereinafter referred to as "Agency"), YOUNG FAMILY RACING PROPERTIES LTD., a Utah Limited Partnership, and YOUNG AUTOMOTIVE GROUP, LLC, a Utah Limited Liability Company (hereinafter referred to as "Developer"). The Agency and Developer collectively referred to as the "Parties" and separately as "Party".

**RECITALS**

WHEREAS, the Redevelopment Agency of Layton City (hereinafter called the "Agency") has prepared and adopted, and Layton City through its Council (hereinafter called "the City") and the adoption of Ordinance 04-44, has approved, the South Main/South Fort Lane Redevelopment Project Area Plan and Budget dated June 17, 2004 (hereinafter called the "Development Plan"), providing for the development of certain lands within the Development Plan boundary (hereinafter called the "RDA Plan Area") and the future uses of such land, which Development Plan has been filed in the office of the City Recorder of the City and the Agency; and

WHEREAS, to enable the City and the Agency to achieve the objectives of the Development Plan, and particularly to make the land in the RDA Plan Area viable for development by private enterprise, and influence additional development and investment in accordance with the uses specified in the Development Plan, the Agency desires to enter into this Agreement with Young Family Racing Properties Ltd., and Young Automotive Group, LLC (hereinafter called "the Developer"), which will detail the development of land as it pertains to the Site; and

WHEREAS, the Developer owns certain land ("Site") situated in the RDA Plan Area, which land is located at 461 N 650 West Layton, Utah 84041 and otherwise known as Parcel 10-271-0005 as recorded in the Davis County Utah Recorder's Office, containing approximately 11.24650 acres, and the Developer desires to develop the Site for and in accordance with the uses specified in the Development Plan and as more particularly described in this Agreement; and

WHEREAS, the Developer intends to: 1) develop and improve property, including improvements to an existing private detention basin, and construction of a 152,000 square foot facility that will house the business headquarters for the Developer; 2) consolidate operations from the region; and 3) hire 50 new employees over the course of 2 years; and

WHEREAS, the City and the Agency believe that the development of the Site, pursuant to this Agreement and the Development Plan, and the fulfillment generally of this Agreement and the intentions set forth herein, are in the vital and best interests of the City, the Agency and in the best interest of the health, safety, morals, and welfare of City residents; and are in accord with the public purposes and provisions of the applicable State laws and requirements under which said Project has been undertaken and is being assisted; and

NOW, THEREFORE, each of the parties hereto, for and in consideration of the premises and agreement of the other party hereto, do covenant and agree that:

## **ARTICLE I DEFINITIONS**

The following terms in this Agreement have the meaning and content set forth in this Article 1:

1.1 "Agency" shall mean the Redevelopment Agency of Layton City, a body corporate and politic of the State of Utah. The principal office of Agency is located at 437 North Wasatch Drive, Layton, Utah 84041, phone number (801) 336-3800.

1.2 "Agency Funds" shall mean unencumbered funds acquired by the Agency, in accordance with Utah State Code (17C-2-201), over the life of the Development Plan within the RDA Plan Area.

1.3 "Agency's Undertakings" shall mean the obligations of the Agency set forth in Article III.

1.4 "City" shall mean Layton City, a body corporate and politic of the State of Utah and its municipal physical boundary therein. The principal office of City is located at 437 North Wasatch Drive, Layton, Utah 84041, phone number (801) 336-3800.

1.5 "Developer" shall mean Young Family Racing Properties Ltd., with its principal offices located at 645 N Main Street, PO Box 684, Layton, Utah 84041; and Young Automotive Group, LLC, with its principal offices located at 645 N Main Street, Layton, Utah 84041

1.6 "Developer's Undertakings" shall have the meaning set forth in Article IV.

1.7 "Development Plan" shall have the meaning set forth in the Recitals hereto.

1.8 "Project" shall mean the proposed Site development improvements and construction of a new Young Automotive Group Headquarters building and warehouse as submitted by the Developer at the time this Agreement is executed and attached to this Agreement as Exhibits "B – D".

1.9 "RDA Plan Area" shall mean all real and personal property within the physical boundary of the Development Plan as defined therein.

1.10 "Reimbursement" shall mean eligible Tax Increment generated annually from the Site and Project only, collected by the Agency, and not including the required affordable housing allocation, in accordance with Utah State Code (17C-2-203).

1.11 "Security" shall mean a Trust Deed and Promissory Note recorded against the property securing performance measures of Developer as further described in Article IV, Section 4.6 of this Agreement and attached as Exhibit F of this Agreement.

1.12 "Seller" shall mean the original owner of the Site prior to purchase by the Developer.

1.13 "Site" shall mean all property owned by the Developer to be incorporated into the proposed Project, located at 461 N 650 WEST, LAYTON, UTAH 84041 and otherwise known as Parcel 10-271-0005 as recorded in the Davis County Utah Recorder's Office on May 5, 2021 containing approximately 11.24650 acres within the RDA Plan Area, in Layton City, Utah., as described in Exhibit A.

1.14 "Tax Increment" shall mean tax increment collected on an annual basis by Davis County, based on, and generated from, real and personal property within the RDA Plan Area, and distributed to the Agency annually from Davis County as defined by Utah State Code (17C-2-201) for the purpose of implementing the Development Plan.

1.15 "Exhibit A" shall mean **THE SITE**.

1.16 "Exhibit B" shall mean the estimated **PRELIMINARY SITE PLAN** submitted by the Developer on June 9, 2021 and produced for the Developer by Hughes General Contractors.

1.17 "Exhibit C" shall mean the proposed **PRELIMINARY ARCHITECTURAL ELEVATIONS AND MATERIALS** submitted by the Developer on August 13, 2021 and produced for the Developer by AE Urbia Architects and Engineers.

1.18 "Exhibit D" shall mean the proposed **ARCHITECTURAL RENDERINGS** submitted by the Developer on August 13, 2021 and produced for the Developer by AE Urbia Architects and Engineers.

1.19 "Exhibit E" shall mean the **REIMBURSEMENT PROJECTIONS** identified in this Agreement.

1.20 "Exhibit F" shall mean a **TRUST DEED** recorded against the property securing performance of Developer as further described herein.

1.21 "Exhibit G" shall mean the **PROMISSORY NOTE** evidencing the amount secured by the Trust Deed

1.22 "Exhibit H" shall mean the **DEVELOPMENT PLAN**, adopted June 17, 2004.

## **ARTICLE II CONDITIONS PRECEDENT**

This Agreement shall not take effect until the adoption, approval and execution of the Agreement by the Agency and the Developer. The "Effective Date" of this Agreement shall be the date the Agreement is adopted and approved by the Agency and signed by both parties.

## **ARTICLE III AGENCY'S UNDERTAKINGS**

### **3.1 Up-Front Capital Investment Incentive (UFCII):**

3.1.1 The Agency shall consider two (2) separate up-front cash incentives, paid to the Developer by the Agency from Agency funds, toward the acquisition, improvement, and maintenance of the Site (Exhibit A), and construction of the Project as identified in Exhibits B, C, and D. This shall include but not be limited to the cost to acquire, improve and maintain property including an existing private storm detention basin associated

with and servicing the Barlow Retail Subdivision of which this property is a part. The Agency's up-front contribution incentives (the UFCII) toward acquisition, improvement and maintenance of property, and construction of the Project shall be made in two (2) separate lump sum payments equal to one million dollars (\$1,000,000) each for a combined total of two million dollars (\$2,000,000). The Agency shall not provide the First UFCII payment to the Developer until the Developer has performed and completed all of the requirements as described in Article 4, Sections 4.1 and 4.6 of this Agreement. The Agency shall not provide the Second UFCII payment to the Developer until the Developer has performed and completed all of the requirements as described in Article 4, Section 4.2 of this Agreement.

3.1.2 First UFCII Payment. The first UFCII payment of one million dollars (\$1,000,000) may be paid to the Developer by the Agency toward the cost (\$4,300,000) to acquire the Site, including but not limited to acquisition of an existing private storm detention basin as required by the City to service the Barlow Retail Subdivision, of which this property is a part, and as part of the Project and Site. The first UFCII payment to be paid by the Agency to the Developer from the RDA Plan Area fund, shall be equal to one million dollars (\$1,000,000). The performance required for the Developer to obtain the first UFCII payment is set forth in Article IV, Section 4.1 of this Agreement, and shall include Security provided in the form of a Trust Deed (Exhibit F) and Promissory Note (Exhibit G) described in Article IV, Section 4.6 of this Agreement which shall be released by the Agency at the time the Developer meets certain obligations as described in Article IV, Sections 4.1 and 4.2 of this Agreement.

3.2. Employment Investment Reimbursement Incentive (EIRI).

3.2.1 In addition to the UFCII payments, the Agency shall also consider an annual Tax Increment reimbursement (Reimbursement) for employment, including both job retention and creation, known as the EIRI as outlined in Article IV, Section 4.3 of this Agreement. The total amount of the EIRI over time shall be an amount up to but not to exceed two million dollars (\$2,000,000) over the remaining collection period of the RDA Plan Area which is currently set to expire in 2029.

3.2.2 The Agency's payment for EIRI shall come entirely from annual tax increment generated by the Project and Site only, and paid by the Developer through real and personal property taxes collected by Davis County, then remitted to the Agency. Once the Agency has received its tax increment allocation as described in Article IV, Section 4.5.1, and once the Agency has received evidence of employment from the Developer per Article IV, Section 4.4 of this Agreement, the Agency shall reimburse the Developer up to 97% of the eligible tax increment collected from the Project and Site only, on an annual basis, toward the retention and creation of new employment in the City. The Agency shall retain 3% of the tax increment collected annually for administrative costs, and 20% for an affordable housing allocation per Utah State Code (17C-2-203). The Agency shall not provide EIRI reimbursement to the Developer until the Developer has performed and completed all of the requirements in accordance with Article 4, Sections 4.3 through 4.4 of this Agreement.

## **ARTICLE IV DEVELOPER'S UNDERTAKINGS**

4.1 Site Acquisition. To be eligible to receive the first UFCII payment of one million dollars (\$1,000,000) from the Agency, the Developer agrees to acquire the Site, including a shared storm detention basin, for the purpose of constructing the Project. As a precondition to receive any payment from the Agency, Developer shall provide evidence that the Site has been acquired, and shall submit a complete set of building plans and a complete building permit application to the City for the purpose of constructing the Project within the RDA Plan Area, and shall include Security provided in the form of a Trust Deed (Exhibit F) and Promissory Note (Exhibit G) described in Section 4.6 of this Agreement which shall be released by the Agency at the time

the Developer meets certain obligations as described in this Agreement. The first UFCII payment shall only be paid to the Developer by the Agency from the RDA Plan Area fund after the Trust Deed and Promissory Note are signed, notarized, and recorded by the Developer, and the building plans and permit are approved by the City, and all required building permit fees are paid for by the Developer and collected by the City no later than May 31, 2022.

4.1.1 Detention Basin. As a condition of the sale by the Seller for the Site, the Developer has agreed to purchase and maintain in perpetuity, a storm detention basin from the Seller (approximately 1.75 acres/\$669,000 of total land cost) included in the overall Site, as originally required by the City to service the Barlow Retail Subdivision of which this property is a part, and as part of the Project and Site. A portion of the UFCII payments may be used to purchase, improve and maintain the existing storm detention basin located on the Site.

4.2 Site Improvements, Capital Investment. To be eligible to receive the second UFCII payment of one million dollars (\$1,000,000) from the Agency, the Developer agrees to complete the Project, as submitted by the Developer and approved by the City, including certain improvements on the Site (*\$3,142,804 estimated*), such as; earthwork, utilities, asphalt, landscaping, fencing, detention pond improvements, Site concrete, and construction of the Young Automotive Group Headquarters building, which shall include Wholesale Parts, Central office (Accounting/HR/IT), Executive Team, Center of Excellence, and Young Caring for Our Young offices, to begin no later than June 1, 2022. The second UFCII payment shall be contingent upon the completed construction of the Young Automotive Group Headquarters at the Site, by the Developer, with an estimated taxable value of at least \$26,000,000 (building and land) and a total project cost of approximately \$30,500,000. The Project shall be at least 152,000 square feet in size of which a portion is at least 3 stories in height. In order to qualify for the second UFCII payment, Developer also agrees to complete the Project according to the submitted and approved building plans, obtain City approval and a Final Certificate of Occupancy from the City Building Official no later than December 31, 2023.

4.3 Employee Retention and Creation. The Developer agrees to additional requirements in order to receive EIRI, over and above the UFCII, which shall only be paid from annual tax increment that is generated by the Project and Site after the Project is completed. Prior to receiving any EIRI payment from the Agency, the Developer commits to employ a certain number of persons at the Site and within the Project, and hire additional employees within 2 years following the completion of the Project as outlined in Section 4.3.1 and 4.3.2 of this Agreement. Any funding that qualifies for payment made by the Agency to the Developer for Employee Retention and Creation shall only occur after all requirements for UFCII have been fully met, and on an annual basis through the collection of tax increment by the Agency and in accordance with Article III, Section 3.2 and Article IV, Section 4.3.1 and 4.3.2 of this Agreement.

4.3.1 Employment. The developer agrees to employ a total of 180 persons within the Project, and within 90 days following the receipt of a certificate of occupancy for the Project, or no later than March 31, 2024, whichever comes first.

4.3.2 Employment Reduction. If the number of employees is reduced without the written consent of the Agency, the amount of EIRI shall be reduced in proportion to the actual number of employees and tax increment received and based on 180 employees. In order to receive the full EIRI amount, the number of persons to be employed per this Section of the Agreement by Developer shall not be altered without the written consent and approval of the Agency. It is the responsibility of the Developer to make a request in writing no later than October 1, 2023 if it is anticipated that the number of employees will be less than 180 persons by March 31, 2024. Approval of any reduction in the required number of employees to receive the full EIRI, shall be at the sole discretion of the Agency.

4.3.3 Future Employment. In addition to Section 4.3.1 in this Agreement, the developer also agrees to employ a minimum of 230 persons in total (50 additional employees) within the Project, and within 2 years following the receipt of a certificate of occupancy for the Project, or no later than March 31, 2026, whichever comes first.

4.3.4 Future Employment Reduction. If the number of future employees is reduced without the written consent of the Agency, the amount of EIRI shall be reduced in proportion to the actual number of employees and tax increment received and based on 230 employees. In order to receive the full EIRI amount, the number of persons to be employed per this Section of the Agreement by Developer shall not be altered without the written consent and approval of the Agency. It is the responsibility of the Developer to make a request in writing no later than October 1, 2025 if it is anticipated that the number of employees will be less than 230 persons by March 31, 2026. Approval of any reduction in the required number of employees to receive the full EIRI, shall be at the sole discretion of the Agency.

4.4 Employment Investment Reimbursement Incentive Payment. In order to qualify for the EIRI reimbursement, the Developer commits to provide evidence of employment within the Project to the Agency on an annual basis no later than January 31 of each year following the completion of the Project until the termination of this Agreement at the time the RDA Plan Area expires (year 2029).

4.5 Tax Increment Owed by Developer. If the Agency has paid the Developer any UFCII in accordance to Article III, Section 3.1 of this Agreement, and the Developer chooses not to proceed forward with the construction or completion of any buildings or to delay the same for any reason, then the Developer shall agree to reimburse the Agency the total amount paid to the Developer. Said reimbursement to the Agency shall be paid no later than March 1, 2024. If the Developer fails to pay the Agency by March 1, 2024, then section 4.6 of this Agreement shall apply.

4.5.1 Tax Increment Acknowledgement. The Developer acknowledges that tax increment is collected by the Agency based on real and personal property valuation which is assessed by Davis County each January 1 of the calendar year property tax is owed. The Developer also acknowledges that tax increment is distributed to the Agency in the spring of the year following the first year property tax is paid by the property owner and collected by Davis County, and every year after for the prior year until the RDA Plan Area expires (year 2029). Developer acknowledges that 20% of tax increment collected by the Agency is required to be set aside as an affordable housing allocation per Utah Code, and is not included as reimbursement to the Developer. The Developer acknowledges that full Reimbursement as projected (Exhibit E) and referenced in Article III, Section 3.2.1 of this Agreement may not be reached based on actual taxes paid. Developer acknowledges through this Agreement, that tax increment is projected based on static data, however that data is in reality fluid and changes annually through decisions of elected officials and others in accordance with Utah Code. Due to the unpredictability of these decisions and market influences, the amount of EIRI available may not be equivalent to projected EIRI for the Project (Exhibit E). In addition, if the Developer fails to construct the Project with the capital investment as submitted, and by the dates provided in this Agreement, the Developer may not receive the total amount of EIRI projected. Developer also acknowledges through this Agreement that the Developer may not be eligible to receive any reimbursement if the Developer fails to perform in accordance Section 4.1 or 4.2 of this Agreement. By signing this Agreement, the Developer acknowledges and agrees to accept, in any given year, 97% of the tax increment collected by the Agency from Davis County for that year, as full payment for the Agency's EIRI obligations for that given year.

4.6 Security – Trust Deed. Prior to receiving the first UFCII payment from the Agency as defined in Section Article III Section 3.1 of this Agreement, the Developer agrees to sign with a notary, and record, a Trust

Deed (Exhibit F) and Promissory Note (Exhibit G) against the Site, in the amount of the first UFCII payment received, and provide copies of the signed, notarized, and recorded trust deed and promissory note to the Agency, prior to payment by the Agency, and in favor of the Agency which shall remain in effect until the Developer has completed the Project subject to Section 4.2 of this Agreement, occupied the building, and continued uninterrupted operations for a minimum of 30 days.

4.6.1 The Agency agrees to process the release of the Trust Deed along with any and all associated liens or encumbrances applicable to the Site to the Developer within 45 days following the completion and occupation of the Project, and uninterrupted operations for at least 30 days, or within 14 days following the reimbursement to the Agency by the Developer of the first UFCII payment paid by the Agency to the Developer, whichever comes first.

## **ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY**

5.1 Issuance of Permits - Developer. Developer shall have the sole responsibility for obtaining all necessary building permits in connection with the development of the Site 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 development of the Site. The City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Developer shall, in good faith, reasonably pursue completion of the Project and development of the Site, no later than December 31, 2023 and according to the terms of this Agreement, including, but not limited to the provisions of Section 4 above and in accordance with “Exhibits B - D” attached hereto.

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 the Developer and their contractors, representatives of the Agency or the City shall have the right of access to the Site without charges or fees during the period of the development of the Site. The Agency and the 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 Site arising from the negligence or omissions of the Agency and the City, or its agents or employees, in connection with the Agency and the City's exercise of its rights granted in this paragraph.

## **ARTICLE VI REMEDIES**

6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within 30 days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said 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 provided by law, to cure or remedy such default or breach.

6.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither the Agency, 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 Extension. Any Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any 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.

## ARTICLE VII GENERAL PROVISIONS

7.1 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 3 business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Developer:            Young Family Racing Properties Ltd.,  
645 N Main Street, PO Box 684  
Layton, Utah 84041  
Spencer W Young  
801-544-1234

Young Automotive Group, LLC  
645 N Main Street  
Layton, Utah 84041  
Spencer W Young II  
801-544-1234

The Agency:            THE REDEVELOPMENT AGENCY OF LAYTON CITY  
437 North Wasatch Drive  
Layton, Utah 84041  
Attn: Alex R. Jensen, Executive Director  
801-336-3800; 801-336-3811 (FAX)

Upon at least 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.

7.2 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to Developer's successors and assigns.

7.3 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.

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

7.5 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.

7.6 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.

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

7.7.1 With regard to the Developer's Undertakings, performance of Developer of the Developer's Undertakings as set forth herein.

7.7.2 With regard to Agency's Undertakings, performance by Agency of Agency 's Undertakings as set forth herein.

7.7.3 Upon Developer's request, 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.

7.8 Recordation. This Agreement shall not be recorded without the prior written consent of the Developer, whose property is affected by the recording and the Agency.

7.9 Non-appropriation Clause. The Agency shall, in good faith, attempt to fund the Agency's commitments under this agreement. However, in the event that sufficient funds are not collected due to an unforeseen reduction in tax increment, or due to the reduction in projected capital investment by Developer, an "event of non-appropriation" shall be deemed to have occurred, as of the date of final adoption by the City, of the budget in which such funds were not appropriated. In the event of the occurrence of an event of non-appropriation, the Agency shall give written notice thereof to the Developer and following such written notice, the particular obligation under the contract affected by the non-appropriation shall be deemed terminated.

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.

DATED this 31<sup>st</sup> day of January, 2022.



REDEVELOPMENT AGENCY OF LAYTON CITY,

By: Joy Petro 1-31-2022  
JOY PETRO, Chair Date

ATTEST:

Kimberly S Read  
KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:  
Gary Crane  
GARY CRANE, City Attorney

**YOUNG FAMILY RACING PROPERTIES, LTD.**

A Utah Limited Partnership

By: Young Family Raceway Management, LLC,  
A Utah limited liability company

Its: General Partner

By: SWY, L.L.C.,  
A Utah limited liability company

Its: Manager

By: [Signature] 1/25/2022  
SPENCER W. YOUNG, Manager Date

State of Utah )  
: SS  
County of Davis )

On this 25<sup>TH</sup> day of January, 2022, before me, the undersigned Notary Public, personally appeared SPENCER W. YOUNG, who affirmed that he is the Manager of SWY, L.L.C. that is the Manager of Young Family Raceway Management, LLC that is General Partner of Young Family Racing Properties Ltd., a Utah Limited Partnership, and acknowledged to me that he is authorized to, and did in fact execute the foregoing Agreement for the Development of Land. Witness my hand and official seal.

[Signature]  
Notary Public



**YOUNG AUTOMOTIVE GROUP, LLC**  
A Utah Limited Liability Company

By: [Signature] 1/26/2022  
SPENCER W. YOUNG II, President Date

State of Utah )  
: SS  
County of Davis )

On this 26<sup>TH</sup> day of January, 2022, before me, the undersigned Notary Public, personally appeared SPENCER W. YOUNG, JR., who affirmed that he is the PRESIDENT of Young Automotive Group, LLC, a Utah Limited Liability Company, and acknowledged to me that he is authorized to, and did in fact execute the foregoing Agreement for the Development of Land. Witness my hand and official seal.

[Signature]  
Notary Public



## EXHIBIT A

### THE SITE

461 N 650 WEST LAYTON, UTAH 84041



ALL OF LOT 2, BARLOW RETAIL SUBDIVISION. CONT. 11.26400 ACRES LESS & EXCEPT: A PARCEL OF LAND IN FEE FOR THE "WEBER COUNTY TO SALT LAKE COMMUTER RAIL", A UTAH TRANSIT AUTHORITY PROJECT, SD PARCEL BEING PART OF THE GRANTOR'S PPTY DEFINED AS ALL OF LOT 2, BARLOW RETAIL SUB, SIT IN THE E 1/2 OF SEC 20-T4N-R1W, SLM, & DESC AS FOLLOWS: BEG AT THE PT OF INTERSECT OF THE E'LY R/W LINE OF THE OSL RR & THE E LINE OF 650 WEST STR, SD PT BEING A SW COR OF SD LOT 2, SD PT BEING S S 00°15'58" W 619.80 FT ALG THE SEC LINE TO SD E'LY R/W LINE & S 49°27'48" E 43.25 FT ALG SD E'LY R/W LINE FR THE CENTER 1/4 COR OF SD SEC 20; TH S 49°27'48" E 32.36 FT ALG SD E'LY R/W LINE; TH N 38°28'03" E 19.69 FT; TH N 51°31'57" W 22.16 FT; TH N 49°27'48" W 25.50 FT TO SD E LINE OF 650 WEST STR; TH S 00°15'58" W 24.74 FT ALG SD E LINE TO THE POB. CONT 0.0175 ACRES TOTAL ACREAGE 11.2465



# EXHIBIT C

## PRELIMINARY ARCHITECTURAL ELEVATIONS AND MATERIALS

**1. NORTH ELEVATION - SEE PLAN SHEET 01A**

**2. EAST ELEVATION - SEE PLAN SHEET 01A**

**3. WEST ELEVATION - SEE PLAN SHEET 01A**

**4. SOUTH ELEVATION - SEE PLAN SHEET 01A**

**LEGEND:**

- 1. METAL PANELS
- 2. BRICK
- 3. CONCRETE
- 4. GLASS
- 5. WOOD
- 6. STONE
- 7. TERRAZZO
- 8. CERAMIC TILE
- 9. PAINT
- 10. OTHER

**PROJECT INFORMATION:**

**YOUNG AUTOMOTIVE**  
**HUGHES CONSTRUCTION**  
 450 W. 600 N. LAYTON, UTAH 84041

**aeurbia**  
 architects and engineers

**PR201**

EXHIBIT C

PRELIMINARY ARCHITECTURAL ELEVATIONS AND MATERIALS



YOUNG AUTOMOTIVE  
Presentation 3d Views

ae urbia  
architects and engineers

EXHIBIT D  
ARCHITECTURAL RENDERINGS



**EXHIBIT E**

**REIMBURSEMENT PROJECTIONS**

		<b>RDA</b>								
		Annual Revenue								
<b>CAPX = \$24,895,015</b>		Projected Total Revenue	Projected Total Revenue	Projected Total Revenue	Projected Total Revenue	Projected Total Revenue	Projected Total Revenue	Projected Total Revenue	Projected Total Revenue	
Project Year		5% Annual Appreciation	3% Annual Appreciation (historical)	2% Annual Appreciation	1% Annual Appreciation	0% Annual Appreciation	2% Annual Appreciation	1% Annual Appreciation	0% Annual Appreciation	3% Annual Depreciation
<b>TOTAL</b>		<b>\$1,880,783</b>	<b>\$1,788,766</b>	<b>\$1,672,781</b>	<b>\$1,624,961</b>	<b>\$1,549,375</b>	<b>\$1,672,781</b>	<b>\$1,624,961</b>	<b>\$1,549,375</b>	<b>\$1,384,583</b>
2021		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2022		\$77,586	\$77,586	\$77,586	\$77,586	\$77,586	\$77,586	\$77,586	\$77,586	\$77,586
2023		\$163,532	\$168,438	\$163,532	\$165,167	\$163,532	\$163,532	\$165,167	\$163,532	\$163,532
2024		\$171,709	\$173,491	\$166,803	\$166,819	\$163,532	\$166,803	\$166,819	\$163,532	\$156,626
2025		\$180,294	\$178,696	\$170,139	\$168,487	\$163,532	\$170,139	\$168,487	\$163,532	\$153,867
2026		\$189,309	\$184,057	\$173,542	\$170,172	\$163,532	\$173,542	\$170,172	\$163,532	\$149,251
2027		\$198,774	\$189,579	\$177,012	\$171,874	\$163,532	\$177,012	\$171,874	\$163,532	\$144,774
2028		\$208,713	\$195,266	\$180,553	\$173,593	\$163,532	\$180,553	\$173,593	\$163,532	\$140,431
2029		\$219,149	\$201,124	\$184,164	\$175,329	\$163,532	\$184,164	\$175,329	\$163,532	\$136,218

**EXHIBIT F**

**TRUST DEED**

WHEN RECORDED, RETURN TO:  
REDEVELOPMENT AGENCY OF LAYTON CITY  
AGENCY EXECUTIVE DIRECTOR  
437 NORTH WASATCH DRIVE  
LAYTON, UTAH 84041

TRUST DEED

This Trust Deed is made this \_\_\_\_ day of \_\_\_\_\_, 2022, between **YOUNG FAMILY RACING PROPERTIES LTD., A UTAH LIMITED PARTNERSHIP, AND YOUNG AUTOMOTIVE GROUP, LLC, A UTAH LIMITED LIABILITY COMPANY**, as Trustor(s), whose address is 645 N Main Street, PO Box 684, Layton, Utah 84041; Gary R. Crane, an attorney at law and a member of the Utah State Bar, as Trustee; and **THE REDEVELOPMENT AGENCY OF LAYTON CITY**, whose address is 437 North Wasatch Drive, Layton, Utah 84041, as Beneficiary.

Trustors hereby convey and warrant to Trustee in trust, with power of sale, certain real property located at 461 N 650 WEST, LAYTON, UTAH 84041, PARCEL 10-271-0005 as more particularly described as follows:

ALL OF LOT 2, BARLOW RETAIL SUBDIVISION. CONT. 11.26400 ACRES LESS & EXCEPT: A PARCEL OF LAND IN FEE FOR THE "WEBER COUNTY TO SALT LAKE COMMUTER RAIL", A UTAH TRANSIT AUTHORITY PROJECT, SD PARCEL BEING PART OF THE GRANTOR'S PPTY DEFINED AS ALL OF LOT 2, BARLOW RETAIL SUB, SIT IN THE E 1/2 OF SEC 20-T4N-R1W, SLM, & DESC AS FOLLOWS: BEG AT THE PT OF INTERSECT OF THE E'LY R/W LINE OF THE OSL RR & THE E LINE OF 650 WEST STR, SD PT BEING A SW COR OF SD LOT 2, SD PT BEING S S 00°15'58" W 619.80 FT ALG THE SEC LINE TO SD E'LY R/W LINE & S 49°27'48" E 43.25 FT ALG SD E'LY R/W LINE FR THE CENTER 1/4 COR OF SD SEC 20; TH S 49°27'48" E 32.36 FT ALG SD E'LY R/W LINE; TH N 38°28'03" E 19.69 FT; TH N 51°31'57" W 22.16 FT; TH N 49°27'48" W 25.50 FT TO SD E LINE OF 650 WEST STR; TH S 00°15'58" W 24.74 FT ALG SD E LINE TO THE POB. CONT 0.0175 ACRES TOTAL ACREAGE 11.2465

together with all buildings, fixtures, and improvements thereon and all rights of way, easements, rents, issues, profits, income, tenements, hereditament, privileges, and appurtenances thereunto now or hereafter used or enjoyed with said property, or any part thereof;

For the purpose of securing Trustors' performance under that certain Agreement for Development of Land, dated \_\_\_\_\_, 2022, by and between Trustors and Beneficiary (the "Development Agreement"), and payment of any sums expended or advanced by Beneficiary to protect the Security hereof.

Trustors agree to pay all taxes and assessments on the above property, to pay all charges and not to commit waste, to maintain adequate fire insurance on improvements on said property, to pay all costs and expenses of collections (including Trustee and attorney's fees in the event of a default in the performance of the document secured hereby) and to pay reasonable Trustee fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

The Trustee requests that a copy of any notice of default and of any notice of sale hereunder be mailed to them at the address first set forth above.

The terms of the Development Agreement, including without limitation, Section 4.8 thereof, are incorporated into this Trust Deed by reference.

TRUSTOR(S): YOUNG FAMILY RACING PROPERTIES, LTD.  
A Utah Limited Partnership  
By: Young Family Raceway Management, LLC,  
A Utah limited liability company  
Its: General Partner  
By: SWY, L.L.C.,  
A Utah limited liability company  
Its: Manager

By: [Signature] 1/25/2022  
SPENCER W. YOUNG, Manager Date

STATE OF UTAH )  
) ss.  
COUNTY OF DAVIS )

On the 25<sup>TH</sup> day of January, 2022, before me, the undersigned Notary Public, personally appeared SPENCER W. YOUNG, who affirmed that he is the Manager of SWY, L.L.C. that is the Manager of Young Family Raceway Management, LLC that is General Partner of Young Family Racing Properties Ltd., a Utah Limited Partnership, and acknowledged to me that he is authorized to, and did in fact execute the foregoing Agreement for the Development of Land. Witness my hand and official seal.

[Signature]  
Notary Public  
STATE OF UTAH NOTARY PUBLIC  
LESLI BARKER  
COMMISSION #706936  
MY COMMISSION EXPIRES: 07-15-2023

Or,

TRUSTOR(S): YOUNG AUTOMOTIVE GROUP, LLC  
A Utah Limited Liability Company

By: [Signature] 1/26/2022  
SPENCER W. YOUNG II Date  
Its: President

STATE OF UTAH )  
) ss.  
COUNTY OF DAVIS )

On the 26<sup>TH</sup> day of January, 2022, personally appeared before me, Spencer W. Young II, President of Young Automotive Group, LLC, a Utah Limited Liability Company, tenant(s) in common and Trustor(s), the signer(s) of the foregoing Deed of Trust, who duly acknowledged to me that they executed the same.

[Signature]  
Notary Public  
STATE OF UTAH NOTARY PUBLIC  
LESLI BARKER  
COMMISSION #706936  
MY COMMISSION EXPIRES: 07-15-2023

**EXHIBIT G**

**PROMISSORY NOTE**

WHEN RECORDED, RETURN TO:  
REDEVELOPMENT AGENCY OF LAYTON CITY  
AGENCY EXECUTIVE DIRECTOR  
437 NORTH WASATCH DRIVE  
LAYTON, UTAH 84041

**ALL-INCLUSIVE PROMISSORY NOTE SECURED BY  
ALL-INCLUSIVE TRUST DEED**

**(Note, Interest Included)**

\$ 1,000,000.00 \_\_\_\_\_, Utah \_\_\_\_\_, 2022.

1. In a lump sum as herein stated, for value received, Young Family Racing Properties Ltd., a Utah Limited Partnership, and Young Automotive Group, LLC, a Utah Limited Liability Company, hereinafter referred to as "Maker", promise to pay to The Redevelopment Agency of Layton City, hereinafter referred to as "Holder", or order, at \_\_\_\_\_, the lump sum of \$1,000,000.00 with no interest if paid in full on the date set forth herein for payment.

A late payment penalty of 6% of any payment due shall be assessed against the Maker if said payment has not been received by Holder within 60 days of the due date. Each payment shall be credited first to any late payments due, then to accrued interest due and the remainder to principal.

2. The total principal amount of this Promissory Note and is/are more particularly described as follows:
  - A. The principal balance of the Promissory Note shall be reduced by payments received from the collection of tax increment by the Holder under the certain Development Agreement between the Maker and the Holder dated \_\_\_\_\_, 2022, but in no event shall full payment of the principal balance be made later than the 31<sup>st</sup> day of December, 2029.
  - B. If Maker fails to pay the principal balance of this Promissory Note in full within 60 days after it becomes due, then interest shall accrue thereafter at the rate of 6% per annum until paid.
3. Maker, at its option at any time, may prepay the amounts required herein, provided, however:
  - A. Maker shall designate at the time the prepayment is made whether the prepayment shall be credited to unpaid principal or in prepayment of future payment due under this Promissory Note; and
  - B. When all the sums payable pursuant to the terms of this Promissory Note and the All-Inclusive Trust Deed securing this Promissory Note have been paid in full Holder shall surrender this Promissory Note to Maker marked paid in full and execute and deliver to the Trustee a Request for Full Reconveyance of the All-Inclusive Trust Deed securing this Promissory Note.
4. When all sums due pursuant to the terms of this Note and the All-Inclusive Trust Deed securing this Promissory Note, are paid and satisfied in full, Maker, at their option, may request and shall receive from Holder, cancellation

and delivery of this Promissory Note, and Holder shall execute and deliver to the Trustee a Request for Full Reconveyance of the All-Inclusive Trust Deed securing this Note.

5. Holder shall have no further obligation under the terms of this Note or the All-inclusive Trust Deed securing this Promissory Note, after: (1) foreclosure by Holder or his Trustee of the All-Inclusive Deed of Trust securing this Promissory Note, or (2) delivery by Holder to Trustee of a Request for Reconveyance of the All-inclusive Trust Deed securing this Promissory Note.
6. In the event that any payment under this Promissory Note is not made, or any obligation provided to be satisfied or performed under this Promissory Note or the All-inclusive Trust Deed securing this Promissory Note is not satisfied or performed at the time and in the manner required, Holder, at his option and without notice or demand, may declare the entire principal balance, all amounts of accrued interest and all other amounts then due under the terms of this Promissory Note and the All-Inclusive Trust Deed securing this Promissory Note immediately due and payable.
7. In the event that any payment under this Promissory Note is not made, or any obligation provided to be satisfied or performed under this Note or the All-inclusive Trust Deed securing this Promissory Note is not satisfied or performed at the time and in the manner required, the defaulting party shall pay any and all costs and expenses (regardless of the particular nature thereof and whether or not incurred in connection with the exercise of the power of sale provided for in the All-Inclusive Trust Deed securing this Promissory Note) which may be incurred by the Maker or Holder hereof in connection with the enforcement of any rights under this Promissory Note, including, without limitation, court costs and reasonable attorney's fees.
8. The Maker and endorser hereof waive presentment for payment, protest, demand, notice of protest, notice of dishonor, and notice of nonpayment and expressly agree that this Promissory Note or any payment hereunder may be extended from time to time by the Holder hereof without in any way affecting the liability of such parties. No course of dealing between the Maker and Holder in exercising any rights hereunder shall operate as a waiver of rights of Holder.
9. This Promissory Note shall inure to the benefit of and shall be binding upon respective successors and assigns of the Maker and Holder.
10. This Promissory Note shall be construed in accordance with the laws of the State of Utah.
11. In this Promissory Note, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
12. This Promissory Note is secured by an All-Inclusive Trust Deed of even date herewith.

MAKER:

YOUNG FAMILY RACING PROPERTIES LTD.,  
A Utah Limited Partnership

By: Young Family Raceway Management, LLC,  
A Utah limited liability company

Its: General Partner

By: SWY, L.L.C.,  
A Utah limited liability company

Its: Manager

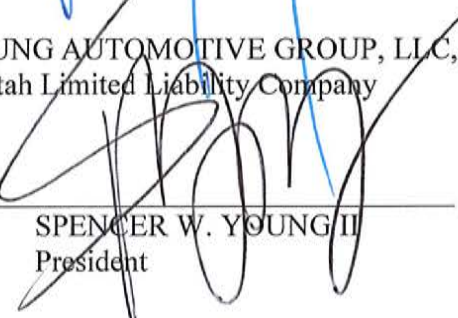
By:   
SPENCER W. YOUNG

1/25/2022  
Date

Its: Manager

MAKER:

YOUNG AUTOMOTIVE GROUP, LLC,  
A Utah Limited Liability Company

By:   
SPENCER W. YOUNG II

1/26/2022  
Date

Its: President

The undersigned hereby accept(s) the foregoing All-inclusive Promissory Note and agree(s) to perform each and all of the terms thereof on the part of the Holder to be performed.

Executed as of the date and place first above written.

\_\_\_\_\_  
HOLDER

\_\_\_\_\_  
HOLDER

\_\_\_\_\_  
HOLDER

\_\_\_\_\_  
HOLDER

EXHIBIT H

RDA PLAN

**LAYTON CITY  
REDEVELOPMENT AGENCY**



Revised South Main / South Fort Lane  
Redevelopment Project Area Plan

June 17, 2004



SOUTH MAIN STREET / SOUTH FORT LANE  
REDEVELOPMENT PROJECT AREA PLAN

June 17, 2004

Redevelopment Agency of Layton City  
437 North Wasatch Drive  
Layton, Utah

## DESCRIPTION OF THE REDEVELOPMENT PROJECT AREA

The Redevelopment Project Area is enclosed within the following boundaries:

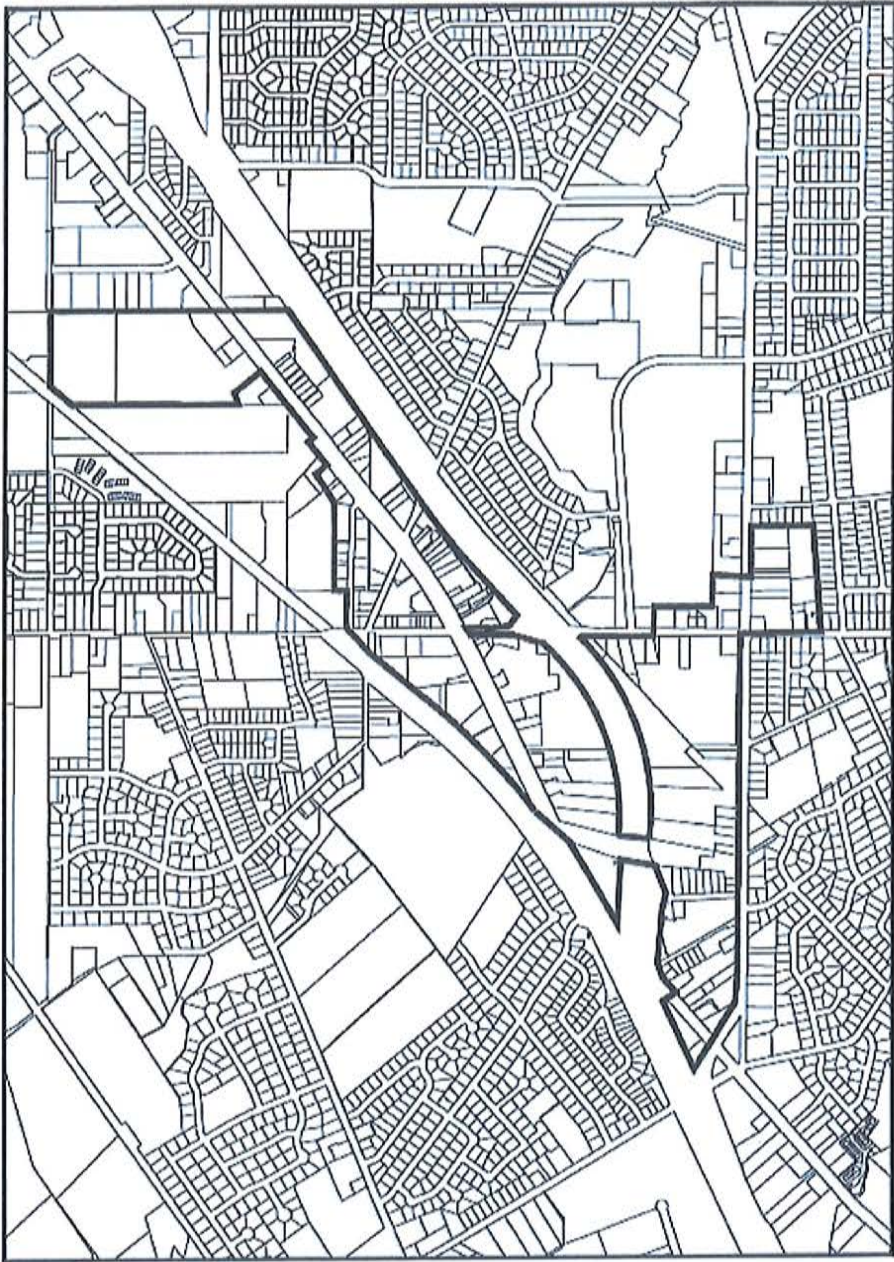
Beginning at the center of Section 20, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°59'25" East 1951.31 feet, thence South 34°49'32" East 1861.38 feet, thence southeasterly 567.10 feet along the arc of a 5818.16 foot radius curve to the left, (long chord bears South 36°23'06" East 566.88 feet, with a central angle of 5°35'05") thence South 42°05'33" East 709.69 feet, thence South 36°32'42" West 105.80 feet, thence South 81°28'09" West 121.34 feet, thence North 89°29'59" West 229.01 feet, thence South 33°27'12" East 67.12 feet, thence North 90°00'00" East 332.57 feet, thence South 74°06'30" East 273.90 feet, thence southeasterly 1762.83 feet along the arc of a 1914.03 foot radius curve to the right, (long chord bears South 21°28'57" East 1701.18 feet, with a central angle of 52°46'10") thence South 84°48'07" East 256.53 feet, thence northwesterly 1828.15 feet along the arc of a 1990.31 foot radius curve to the left, (long chord bears North 19°24'44" West 1764.55 feet, with a central angle of 52°37'39") thence South 89°37'41" East 616.01 feet, thence North 2°37'27" East 240.25 feet, thence North 89°45'20" East 469.00 feet, thence North 0°48'25" East 256.03 feet, thence South 86°47'37" East 313.08 feet, thence North 0°06'37" East 417.51 feet, thence North 89°46'22" East 507.18 feet, thence South 4°06'40" East 876.27 feet, thence South 89°05'26" West 656.39 feet, thence South 0°24'20" West 2780.48 feet, thence South 3°38'27" West 238.39 feet, thence South 31°59'40" West 635.83 feet, thence North 24°52'49" West 608.47 feet, thence North 57°52'14" East 126.68 feet, thence North 40°59'22" West 168.11 feet, thence North 18°46'44" West 124.99 feet, thence North 5°08'59" East 447.81 feet, thence North 13°33'21" East 123.85 feet, thence North 21°01'48" West 244.92 feet, thence North 80°08'17" West 288.37 feet, thence South 3°23'55" West 522.92 feet, thence North 30°16'58" West 779.34 feet, thence North 48°36'10" West 382.59 feet, thence northwesterly 1075.88 feet along the arc of a 5693.11 foot radius curve to the left, (long chord bears North 42°39'40" West 1074.28 feet, with a central angle of 10°49'40") thence North 49°57'40" West 817.65 feet, thence North 42°54'04" West 270.30 feet, thence North 0°33'39" East 305.01 feet, thence North 89°08'08" West 105.00 feet, thence North 0°4'46" East 718.32 feet, thence North 33°30'43" West 284.36 feet, thence North 51°20'25" East 115.26 feet, thence North 38°41'47" West 244.72 feet, thence North 48°00'46" East 53.81 feet, thence North 38°53'20" West 695.55 feet, thence South 51°26'29" West 278.58 feet, thence South 18°26'31" East 99.15 feet, thence North 89°57'09" West 1359.60 feet, thence North 49°27'25" West 238.20 feet, thence North 0°8'11" East 613.02 feet to the point of beginning.

Contains 194.67 acres.

## MAPS OF THE PROJECT AREA

The following maps describe the project area boundary, the various land uses within the project area, and the zoning of each parcel in the project area. The principal streets in the project area are shown on each of the maps.

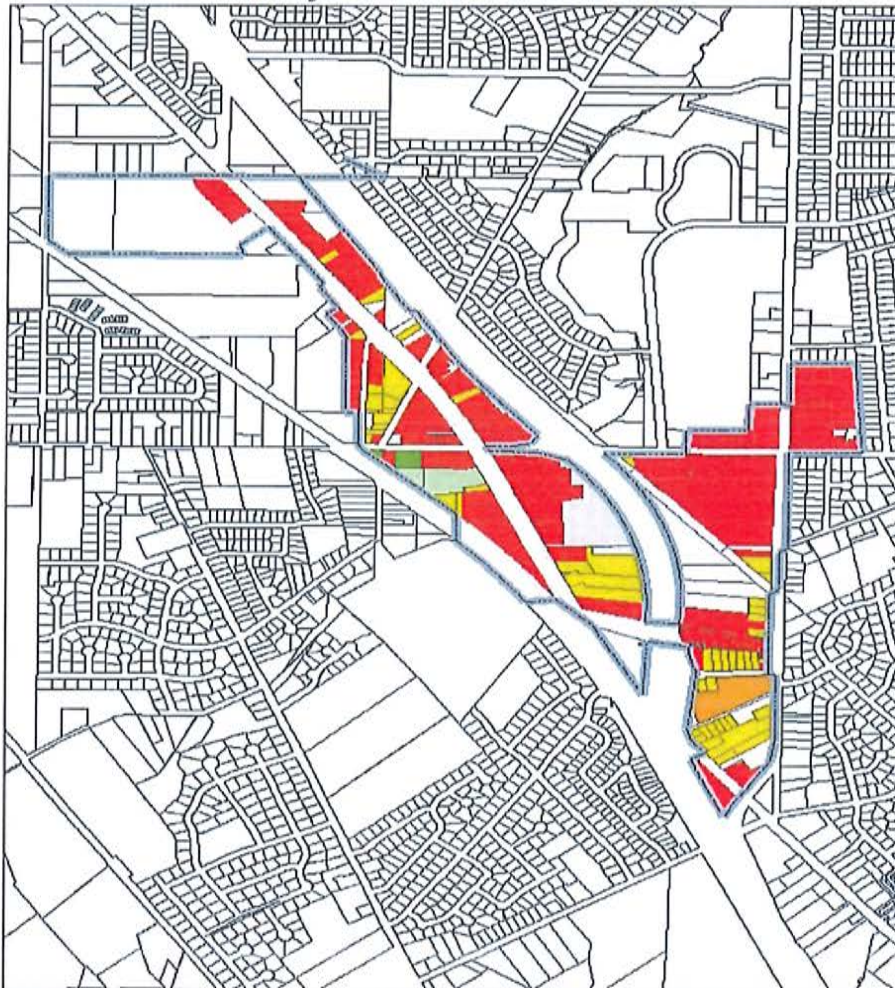
RDA  
PROJECT AREA



**Land Use**

The various land use categories are described in the following map with the corresponding acreage for each land use category. The permitted land uses within the Redevelopment Project Area shall be those uses permitted by the officially adopted zoning ordinances of the City, as those ordinances may be amended from time to time.

**RDA  
Project Area Land Use**



## **POPULATION DENSITIES**

There are 52 single-family residential structures currently being used for residential occupancy in the Project Area. No new single family residential uses are contemplated in the project area. The majority of these structures are zoned commercial and are considered to be legal non-conforming structures and uses.

In addition, there is one mobile home park (Cedar Wood) with 65 units/pads, and one multiple family residential complex (El Dorado Apartments) with 96 units. Both projects are considered conforming to their respective zoning districts.

## **BUILDING INTENSITIES**

The building intensities within the boundaries of the Redevelopment Project Area were analyzed along with the condition of each structure as described in the blight survey. No unusual evidence of building intensities was found in the Redevelopment Project Area.

## **STANDARDS TO GUIDE REDEVELOPMENT IN THE PROJECT AREA**

In order to provide owners and developers maximum flexibility in the redevelopment of land located within the Redevelopment Project Area and to encourage and obtain the highest quality design and development, specific development controls for the land uses identified above are not set forth herein. Each redevelopment proposal may be considered subject to: (1) appropriate elements of the City's master or general plan; (2) the planning and zoning code of the City; (3) other applicable building codes and ordinances of the City; (4) a review and recommendation by the Layton City Planning Commission; and (5) approval by the Agency to ensure that the redevelopment is consistent with the Redevelopment Plan.

## **REVIEW OF REDEVELOPMENT PROPOSALS**

An advisory design review committee established by the Agency, which shall include one or more members of the planning commission, may also make a review of redevelopment proposals. Each redevelopment proposal by an owner or a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of redevelopment proposed, including land coverage, setbacks, heights and bulk proposed, off-street parking and loading to be provided, use of public transportation, and any other data determined to be necessary or requested by the City or the Agency.

**HOW THE PURPOSES OF STATE LAW WILL BE ATTAINED BY REDEVELOPMENT**

It is the intent of the Agency, with the assistance and participation of private owners, to remove, if possible, all blight and blighting influences from the Project Area by the removal or clearance of buildings, structures, or improvements which are blighted, or through the renovation or rehabilitation of buildings, structures or improvements which are blighted. With the clearance of land or the rehabilitation of buildings and structures, private development should be encouraged to undertake new development or redevelopment which will strengthen the tax base of the community in furtherance of the objectives set forth in the Act.

**Redevelopment Plan Restrictions**

Pursuant to the provisions of Sections 17B-4-404 of the Act, the Redevelopment Plan provides as follows:

**100 Acre Limitation**

The Redevelopment Project Area described in the Redevelopment Plan may not exceed 100 acres of privately-owned property unless the governing board of each local taxing entities that levies taxes upon property within the proposed Redevelopment Project Area consents in writing to exceeding the limit of 100 acres of privately owned property in the Redevelopment Project Area.

On May 14, 2002, the Taxing Entity Committee approved the boundaries of the Redevelopment Project Area to exceed 100 acres in size. The approved boundary of the Project Area is 143 acres as described in the first section of this document.

**Three (3) Year Time Limit to Commence Implementation**

Implementation of the Project Area Plan shall commence within three (3) from the adoption date of the Project Area Plan unless the Plan is adopted again.

**OWNER PARTICIPATION**

The Redevelopment Plan provides for reasonable opportunities to participate in the redevelopment of property in the Redevelopment Project Area by the owners of property in the Redevelopment Project Area if the owners (and certain tenants having the right to become owners enter into a participation agreement with the Agency agreeable with the Agency. The Agency and the City have previously adopted an Owner Participation Plan, copies of which may be obtained from the office of the Agency upon request. The Owner Participation Plan permits owners within the Redevelopment Project Area reasonable opportunities to participate in the redevelopment of the Project Area by executing a participation agreement

with the Agency. The Owner Participation Plan provides the following kinds of possible participation:

**Guidelines for Owner Participation**

Property owner participation in the redevelopment project may consist of one or more of the following:

1. Retaining, maintaining and, if necessary, rehabilitation of all or portions of the owner's property.
2. Acquiring adjacent or other properties in the redevelopment project area.
3. Selling all or portions of the owner's improvements to the agency or other private sector entities, retaining the land, and developing the owner's property.
4. Selling all or portions of the owner's property to the agency or private sector entities and purchasing other property in the redevelopment project area.
5. Selling all or a portion of the owner's property to the agency or private sector entities and obtaining preferences to reenter the redevelopment project area.
6. Other methods approved by the agency.

Tenant participation:

1. Becoming an owner of property in the redevelopment project area, subject to the opportunities of persons who are already record owners of property in the redevelopment project area.
2. Other methods approved by the agency.

**HOW THE PROPOSED REDEVELOPMENT CONFORMS TO THE GENERAL PLAN**

The Redevelopment Plan conforms to the general plan of the City in the following respects:

### *Zoning Ordinance*

The majority of the property is currently zoned commercial, either "C-H" (Highway Commercial) along Main Street or "CP-2" (Community Commercial) in the South Fort Lane area. The City general plan calls for the entire Project Area to become commercial uses. The proposed development is permitted under the current zoning classifications of the City. If any zoning changes are required, such changes would be submitted to the City for consideration and approval, according to the Municipal Code.

### *Building Codes*

The construction of all new buildings and improvements and the rehabilitation of any existing buildings or improvements will be done in accordance with the standards set forth in the general plan of the City and in accordance with International Building Code adopted by the City. The City will issue all building permits for construction or rehabilitation in order to assure that new development or redevelopment is consistent with the general plan and zoning ordinance of the City.

### *Planning Commission Approval*

The provisions of this Redevelopment Plan were reviewed and approved by the Planning Commission. The Redevelopment Plan is consistent with the general plan or of the City.

## **FINDINGS OF BLIGHT IN THE PROJECT STUDY AREA**

On December 6, 2001 the Redevelopment Agency of Layton, Utah adopted Resolution No. 01-02 entitled, "South Main and Fort Lane Survey Area". This resolution authorized the undertaking of a study of the survey area to determine whether or not a redevelopment project or projects within the area are feasible and/or desirable.

The purpose of this study is to survey and analyze the incidence of blighted conditions, if any, which may exist within the survey area. The Utah Redevelopment Agencies Act defines "blight" as a wide range of problems including, but not limited to, physical deterioration of buildings, deterioration of the environment, and health and social problems. The Act provides, along with other elements, that any three of a number of factors may constitute blight in an area. In recognition of the complexity of a blight analysis, this study measures a wide range of influences. This report summarizes the field and records survey undertaken by

trained professionals, and the principal findings and conclusions.

#### **Background of the Blight Survey Area**

The Survey Area demonstrates a variety of different uses from residential, commercial on to light industrial. Vacant parcels and buildings are interspersed throughout the entire survey area. Varying degrees of marginally used land and buildings are also present. Since this area could be considered the Downtown of Layton, better use of this vacant and marginally used land would benefit the City. The area also represents much of the historic core of Layton City.

The present zoning districts are CH, Highway Commercial, CP-2, Community Commercial, R-MH, Residential Mobile Home Park, R-M2, Residential Medium Density, and (DTO), Downtown Overlay with CH and R-M2.

#### **Blight Criteria**

In accordance with the Utah Redevelopment Agencies Act, redevelopment planning involves a multi-step process. The process begins with the designation of a "Redevelopment Survey Area" and the performance of a detailed study of existing factors such as health, safety, crime, and physical conditions. Once this is done, a determination of the presence or absence of blight conditions in the area can be made. If blight is determined after holding a public hearing and the presentation of evidentiary materials the Redevelopment Agency and the City Council are authorized to continue the redevelopment planning. The Agency prepares a preliminary plan for the area. Following a public hearing to consider the preliminary plan and its adoption, redevelopment activities are undertaken to provide the needed corrective action as may be appropriate to assist in the removal of blight.

#### **Definition of Blight**

In order to conduct an accurate and useful study, an understanding of blight is required. The term "blight" describes a wide range of problems ranging from physical deterioration of buildings to the presence of health and social problems. The term "blight" is a legal term enacted by the legislature. It may not mean the same as "blight" when used in common every day language. For purposes of this study, the Utah Redevelopment Agencies Act shall be cited and used as a basis for defining blight. The following excerpt from the law defines "blight" and the factors that contribute to it:

"Blight" or a "blighted area" is an area whith buildings or improvements used or intended to be used for residential, commercial, industrial, or other urban purposes or any combination of these uses, which:

- (i) contains buildings and improvements, not including out-building, on at least 50% of the number of parcels and the area of those parcels is at least 50% of the Survey Area;
- (ii) and is unfit or unsafe to occupy or may be conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime because of any three or more of the following factors:
  - (A) defective character of physical construction;
  - (B) high density of population and overcrowding;
  - (C) inadequate provisions for ventilation, light, sanitation, and open spaces;
  - (D) mixed character and shifting of uses, which results in obsolescence, deterioration, or dilapidation;
  - (E) economic deterioration, or continued disuse;
  - (F) lots of irregular form and shape and inadequate size for proper usefulness and development, or laying out of lots in disregard of the contours and other physical characteristics of the ground and surrounding conditions;
  - (G) existence of inadequate streets, open spaces, and utilities;
  - (H) existence of lots or other areas which are subject to being submerged by water; and
  - (I) existence of any hazardous or solid waste defined as any substance defined, regulated, or listed as 'hazardous substances,' 'hazardous materials,' 'hazardous waste,' 'toxic waste,' 'pollutant,' 'contaminant,' or 'toxic substances,' or identified as hazardous to human health or the environment under state or federal law or regulation.

The definition of "blight" or "blighted area" in the Act is, by necessity, broad in outline and criteria since it must apply to varied problems and conditions throughout the State. For the purpose of this study, we have tried to define "blight" or "blighted area" narrowly and more specifically, selecting only those factors that could be evaluated in a survey of the area, and from public records.

The Act provides specific criteria for a finding of "blight." We have divided our evaluation into two parts, as follows:

#### 1. LEVEL 1 ANALYSIS

An area may only be considered for designation as a "blighted area" if it first meets two criteria as set forth in Section 17B-4-604(1)

- (a) contains buildings or improvements used or intended to be used for residential, commercial, industrial, or other urban purposes, or any combination of those uses;
- (b) contains buildings or improvements on at least 50% of the number of

parcels of private real property whose acreage is at least 50% of the acreage of the private real property within the proposed redevelopment project area.

2. LEVEL 2 ANALYSIS

In order for an area to be determined "blighted", the area must meet one or both of the following criteria:

- (a) Is unfit or unsafe to occupy; or
- (b) May be conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime.

The determination of either or both of the above Level 2 conditions shall be based on finding three or more of the following blight criteria present within the survey area.

**Legislative Criteria**

Letters refer to Section 17B-4-604(1)(c) Utah Code.

<u>FACTOR</u>	<u>INDICATOR(S)</u>	<u>SOURCE</u>
(A) Defective character of physical construction.	Building condition Poor site design	Field survey Field survey
(B) Not Used		
(C) Not Used		
(D) Not Used		
(E) Economic deterioration or continued disuse.	Vacant buildings Vacant land High turnover	Field survey Field survey Business license
(F) Lots of irregular form and inadequate size for proper usefulness and development	Poor/no access Poor size Poor frontage	Plat maps Plat maps Plat maps
(G) Existence of inadequate open space, utilities, streets	Inadequate storm sewer	Engineering Department
(H) Existence of lots or other areas subject to being submerged by water.	Areas within 100 or 500-year flood plain	FEMA maps

(l) Existence of any hazardous pollutant or contaminant substances.	Presence of contaminant or pollutant substances	State underground leaking fuel tanks list
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**Summary and Conclusions of Blight**

As stated in the beginning of this report, the purpose of this blight study was to determine whether or not the Survey Area is a blighted area as defined by law. Based on the findings, it is the opinion of the staff that the Survey Area:

- (1) Meets the statutory criteria:
  - (a) contains buildings and improvements on at least 50% of the number of parcels and the area of these parcels is at least 50% of the project area.
  - (b) more than three of the blighting criteria are present within the survey area.

(2) Therefore the Survey Area is a 'blighted area' as defined by law. Redevelopment action is necessary to reverse present trends and to allow the Survey Area to realize its full economic potential to the benefit of the City of Layton.

**DESCRIPTION OF WAY IN WHICH THE REDEVELOPMENT WILL REDUCE OR ELIMINATE ANY FINDINGS OF BLIGHT**

The Redevelopment Agency and the City Council have found that the real property located within the boundaries of the Project Area is a blighted area. It is the purpose of the Redevelopment Plan to aid in the removal of blight within the Project Area by rehabilitation or renovation of buildings and structures that were found to be blighted, if such blighting factors can be eliminated through the renovation and rehabilitation of such buildings and structures.

With the proposal that the Project Area be incorporated as part of a Redevelopment Plan, a number of the owners of real property located within the Project Area have indicated a willingness to undertake a program which has or will result in the removal or rehabilitation of many of the blighted buildings and structures and the construction of new buildings and improvements on the cleared land or the rehabilitation of existing buildings and improvements within the Project Area.

**Use of Eminent Domain in the Redevelopment Project Area**

The use of eminent domain to acquire property within the project area is subject to the provisions of Section 17B-4-1101 of the Redevelopment Act. The use of eminent domain in the project area for the acquisition of property must commence within five (5) years after the effective date of the redevelopment project area plan.

**Description of the Specific Project or Projects That Are The Object of the Proposed Redevelopment**

The Agency believes on the basis of public input received by the Agency from the owners at a public hearing and in other discussions with owners of real property within the Project Area that a number of separate redevelopment projects may be undertaken by one or more private owners to accomplish the purposes of the Redevelopment Plan. The Agency believes that because of the size of the proposed project area, a master plan showing a mixed use of office, commercial and retail should be undertaken by the owner showing an orderly development over a multi-year period. Among the proposals which the Agency believes are possible or forthcoming are:

1. The immediate demolition of blighted structures in the Project Area.
2. The construction of one or more new City streets to open up new business activities.

**OTHER REDEVELOPMENT PLAN OBJECTIVES**

**Continued Use of Existing Buildings**

Redevelopment shall include and encourage the continuance of existing buildings or uses so long as blight conditions, if any, are removed and the buildings have an economic life after rehabilitation of at least twenty (20) years. The Agency believes there are existing buildings that should be continued or rehabilitated within the Project Area.

**Retail Sales**

Because blight has been found in the Redevelopment Project Area, the development of retail sales is an objective of the Project Area in order to strengthen the tax base of the community and the State.

### **Residential Development**

The provision of new residential development that is compatible with a mixed use environment and a transit oriented environment is an objective of the Project Area Plan through the implementation of appropriate planning and zoning amendments for the project area.

## **STANDARDS PROPOSED AS THE BASIS FOR THE REDEVELOPMENT**

### **Statement of Development Objectives**

- Removal of structurally substandard buildings or improvements to permit the return of the Redevelopment Project Area land to economic use and new construction.
- Removal of impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by improved public utilities, infrastructure improvements and new community facilities.
- The elimination of environmental deficiencies, including: irregular sized lots, improper drainage, weeds and excessive vegetation. The land is currently underutilized.
- Achievement of an environment reflecting a high level of concern for architectural, landscape and urban design principles, developed through encouragement, guidance, appropriate controls, and professional assistance to owner participants and redevelopers.
- Promote and market sites for development or redevelopment that would be complementary to existing businesses and industries or would enhance the economic base through diversification.
- Provide utilities, streets, curbs, sidewalks, parking areas, landscape areas, plantings, and/or street furniture to give the area a new look and to attract business activity.
- Provide for the strengthening of the tax base and economic health of the entire community, region and the State of Utah.
- Provide improved public streets and road access to the area to facilitate better traffic circulation and reduce traffic hazards.
- Insure compatible relationships among land uses and quality standards for their development, such that the area functions as a unified and viable center of social and economic activity for the City.
- Provide attractive pedestrian circulation systems.
- Coordinate and improve the transportation system, including streets and public transit services within the project area.

### **General Design Objectives**

The general design of redevelopment projects may be developed by the Agency in cooperation with the Planning Commission. The particular elements of the design should be such that the overall redevelopment of the Project Area will:

- Provide an attractive urban environment;
- Blend harmoniously with the adjoining areas;

### **Provide for the optimum amount of open space in relation to new buildings**

- Provide unobtrusive parking areas, appropriately screened and landscaped to blend harmoniously with the area;
- Provide open spaces and pedestrian walks which are oriented to the directions of maximum use and designed to derive benefit from topographical conditions and views;
- Provide for the maximum separation and protection of pedestrian access routes from vehicular traffic arteries;
- The development of land within the Redevelopment Project Area will be undertaken in such a manner that available off-street parking will be maintained to the maximum degree. Special emphasis will be placed on phases of construction of all new development projects to support the parking program.

### **Specific Design Objectives and Control**

#### Building Design Objectives

- All new buildings shall be of design and materials which will be in harmony with other new development and shall be subject to design review and approval by the Agency.
- The design of buildings shall take optimum advantage of available views and topography and shall provide, where appropriate, separate levels of access.
- Buildings within the Redevelopment Project Area should be designed and placed to act as significant landmarks in the Redevelopment Project Area and the City.

#### Open Space Pedestrian Walks and Interior Drive Design Objectives

- All open spaces, pedestrian walks and interior drives shall be designed as an integral part of an overall site design, properly related to existing and proposed buildings.
- Attractively landscaped open spaces shall be provided, which will offer maximum usability to occupants of the building for which they are developed.

- Landscaped, paved, and comfortably graded pedestrian walks should be provided along the lines of the most intense use, particularly from building entrances to streets, parking areas, and adjacent buildings on the same site.
- The location and design of pedestrian walks should afford maximum safety and separation from vehicular traffic, and should recognize desirable views of new and existing development in the area and surrounding community.
- Materials and design of paving, retaining walls, fences, curbs, benches, and other accouterments, shall be of good appearance, easily maintained, and indicative of their purpose.

#### Landscape Design Objectives

- A coordinated landscaped design over the entire Redevelopment Project Area incorporating landscaped treatment for open space, roads, paths, and parking areas into a continuous and integrated design shall be a primary objective.
- Primary landscape treatment shall consist of non-deciduous shrubs, ground cover, and shade trees as appropriate to the character of the Redevelopment Project Area.

#### Project Improvement Design Objectives

- Public rights-of-way. All streets, sidewalks and walkways within public rights-of-way will be designed or approved by the City and will be consistent with all design objectives.
- Street lighting and signs. Lighting standards and signs of pleasant appearance and modern illumination standards shall be provided as necessary.

#### Techniques to Achieve The Redevelopment Plan Objectives:

Activities contemplated in carrying out the plan in the area include the acquisition, clearance and rehabilitation of properties in the Redevelopment Project Area.

- Rehabilitation:

- Implementation of Redevelopment Projects:

Redevelopment projects may be undertaken and carried out as provided in Section 17B-4-401, 402 and 403, of the Act. Funding for redevelopment projects and activities shall be provided for in the Project Area or the annual budget of the Agency.

- Cooperation with the Community and Public Bodies:

The community and certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this project. The Agency shall seek the aid and cooperation of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

### **IMPLEMENTATION OF REDEVELOPMENT PROJECT PROGRAM**

The proposed South Main/South Fort Lane Redevelopment Project Area Budget and project program has been developed using the following guidelines:

1. The City of Layton left 123 acres of undeveloped land out of the survey area that will be impacted by the interchange. This was done so that all taxing entities will have an increase in taxes during the same time that the Redevelopment Agency is receiving taxes.
2. Most of the budget data was developed by Diversified Technology Consultants, The Hoyt Company and Sanders Herman Architects when they accomplished the Old Downtown Layton Revitalization Plan in 2000.
3. The budget reflects the build-up of the increment and uses 100% of the increment the first 15 years and then reduces by the school district increment.
4. The budget also has \$8,033,649 in contingent liabilities that hopefully will not be needed but needs to be reflected in the budget just in case that it is needed. This is 36% of the budget.
5. This budget addresses all six of the blight conditions outlined in the blight study.
  - A. Defective character of physical construction is being addressed by the City Building Department. It is also being addressed by this budget by making the area a prime area for development so the two addresses identified will be redeveloped.
  - B. Economic deterioration or continued disuse. The vacant land will become more valuable and will be sought after by developers.
  - C. Lots of irregular form and inadequate size for proper usefulness and development will become more valuable and will be sought after by

developers.

- D. Existence of inadequate open space, utilities, streets. All of the inadequate utilities will be upgraded as well as the streets, sidewalks and open space.
  
- E. Existence of lots of other areas subject to being submerged by water. Part of the area is within the 100-year flood plain however by upgrading the Storm Sewers and making the planning staff aware of the problem we can require plans to address the flooding potential, thereby minimizing the blight problem.
  
- F. Existence of any hazardous pollutant or contaminant substances is being worked on by the State EPA. They have identified three underground leaking tanks.

#### **RELOCATION PLAN**

The Project Area Plan does not include any plans, or participation on the part of the RDA, for the relocation of any residents or businesses. This process will be managed by the private sector.

#### **PROVISIONS FOR AMENDING THE REDEVELOPMENT PLAN**

The Redevelopment Plan may be amended or modified any time by the Agency in the same manner as if the amendment or modification constituted a Redevelopment Plan being originally proposed or as provided in Section 17B-4-411, of the Act.

#### **HISTORIC STRUCTURES AND HISTORIC USES**

The preservation and use of historical buildings is important to help maintain the character and charm of the City. Historical buildings should be encouraged to remain in private ownership and continue to be put to a beneficial use to help ensure their preservation if consistent with the plan.

Existing buildings or historical uses included in or eligible for inclusion in the National Register of Historic Places, or the State Register are to be continued if possible. The Redevelopment Plan does hereby incorporate the provisions of Subsection 9-8-404(1), Utah Code Annotated.

The First National Bank building (Farmers Coop) is the only structure in the plan area that is listed on the National Register of Historic Places. Other significant buildings exist and are listed in the Layton City Reconnaissance Survey (1996). In

addition, the Layton City Historic Preservation Commission has completed Intensive Level Surveys (ILS) on 10 historic structures along Main Street at the following addresses:

- 27 South Main Street (Ernest Layton Building)
- 23 South Main Street (Howard's O.P. Skaggs Store)
- 15-19 South Main Street (Sanitary Market)
- 13 South Main Street (Shell Service Station)
- 10 North Main Street (Adams & Sons, General Mercantile Store)
- 16 North Main Street (Davis County Furniture)
- 90 North Main Street (Dr. Walter Whitlock Office)
- 110 North Main Street (Golden Rule Store)
- 50 West Gentile Street (First National Bank of Layton)
- 85 North Church Street (St. Rose of Lima Catholic Church)

The Historic Preservation Commission will continue to document the historic structures in the plan area. In addition, the Commission is scheduled to prepare a walking tour brochure for the area.

#### **OTHER CONSIDERATIONS**

The south Main Street area falls under the guidelines of the Downtown Overlay Zone (DTO). The overlay zone regulates what type of land uses are allowed in the area. The primary goal of the overlay zone is to eliminate higher impact uses that are not conducive to the existing and future character of the area.

The recommendations of this Plan and other relevant planning documents support the amendment of the overlay zone to add design guidelines and to expand the overlay zone to include the south Fort Lane area. In addition, supporting documents recommend the addition of a residential component in the study area. Residential densities in the project area would increase the day and night population to support a mixed-use environment.

#### **SUPPORTING DOCUMENTS**

The following documents are part of the South Main Street/South Fort Lane Redevelopment Project Area Plan and are incorporated by reference. The documents support the statements and findings incorporated in the Project Area Plan.

- Blight Survey South Main Street/South Fort Lane Redevelopment Project Area – January 22, 2002
- South Main Street/South Fort Lane Redevelopment Project Area Budget – May 2002

- South Main Street/South Fort Lane Redevelopment Project Area – Housing Plan
- Land Use/Population Element of the Layton City General Plan
- Transportation Element/Master Street Plan of the Layton City General Plan
- Old Downtown Revitalization Plan – February 2002

Other supporting documents include:

- Layton City CDBG 2001 and 2002 Annual Action Plans
- South Main Street Interchange Environmental Assessment "Draft"
- Envision Utah Transit Oriented Development (TOD) demonstration project
- Wasatch Front TOD Guidelines – Envision Utah

#### **BENEFITS OF FINANCIAL ASSISTANCE PROVIDED BY THE REDEVELOPMENT AGENCY**

The redevelopment budget for the South Main/South Fort Lane Redevelopment Project is a twenty-five year budget in the amount of \$23,866,690. This budget receives 100 % of the increase in property tax for fifteen years and then excludes the property tax for the school district for the last ten years. The State Code requires that twenty percent of the funds be allocated to affordable housing so \$4,773,330 is budgeted for housing. These funds will be allocated each year from the yearly increment. The balance of the expenditures, \$19,093,360 will be spent during the first nine years of the project. This will require the agency to bond so that the funds are available to accomplish the programmed work during the first years of the project. The expenditures are all for the infrastructure work and needs to be accomplished at the start of the project. The infrastructure that will be provided is all of the utilities, streets, sidewalk, curb & gutter, trees, lighting, traffic control, signage, benches and trash receptacles. Some funds are budgeted for the I-15 interchange and for loan guarantees. These funds are on a contingency basis and will only be used if other funding is not available.

The benefits provided to the private sector by this plan are limited but felt to be adequate to accomplish the plan. The infrastructure will be provided and the private sector will be responsible for their on-site funding. The budget projects a private investment of \$136,000,000 within the project area. This equates to a 570% return on investment during the twenty-five years, in addition to the projected \$75,000,000 investment that will take place on the fringe area of the project area. Using the fringe area investment, the return on investment increases to around 900%.

Other financial benefits provided by the project include the projected \$966,765 in property tax funds that the school district will receive during the last 10 years of the

project. The \$963,900 per year property tax shared by all the taxing entities that are projected from the investments made on the fringe area of the project area.

The main benefit derived from this project is hard to equate to dollars. The area has a decreasing tax base now and contains some blight. The tax base will make a drastic increase and the blight will disappear. The residents of Layton City will have a very nice pedestrian friendly area to live in, to shop in, to walk in, to eat in and to be proud of for years to come.

Why did the city look at the redevelopment process to address the needs of this area? The answer is two fold; first, the new interchange will bring a big increase of traffic into the area. This will bring many developers to the area and the city needed a plan in place to help direct the development into a pedestrian friendly, cohesive area that will function well for many years. The second reason is that the area needed some incentive to make the development happen in the proper way. That is to tie it all together in its look, in it's design and in it's function. By providing the infrastructure and the plan the city can see that this happens. The cost of the infrastructure should not be shouldered by the entire city but should be born by the area it self, so the redevelopment process looked like the best option to use.

**South Main/South Fort Lane Redevelopment Budget Detail**

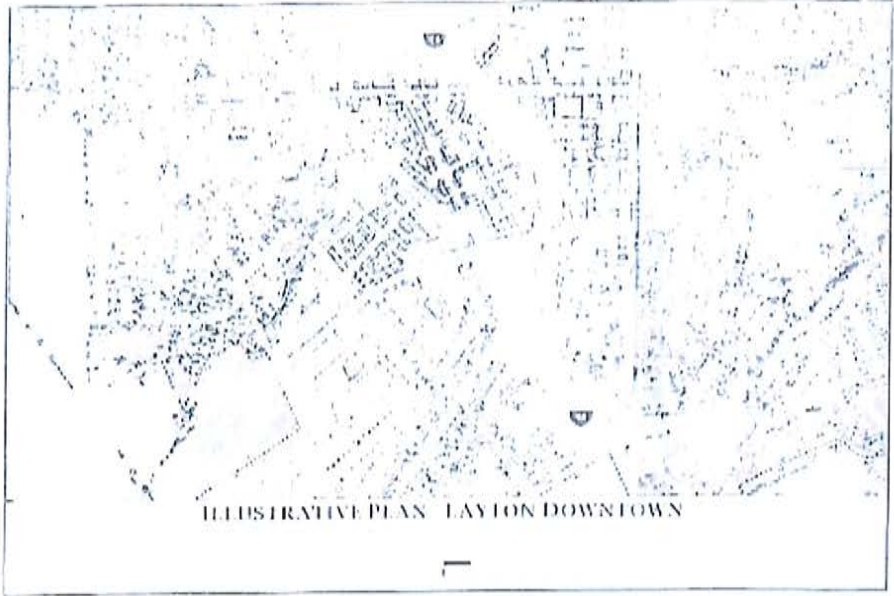
<b>Year</b>	<b>Expenditure</b>	<b>Description</b>		
2005	\$430,000	Environmental for Interchange		
	10,000	Sidewalks		
	<u>4,000</u>	Administrative, advertising, postage & printing		
	\$444,000			
	<u>44,400</u>	10% Contingency		
	\$488,400			
2006	\$196,800	Storm Drain Main Street	2400lf	@\$40.00
	103,800	Storm Drain Gentile St	1700lf	@\$40.00
	52,800	Storm Drain Church St	600lf	@\$40.00
	50,200	Storm Drain Cross St	550lf	@\$40.00
	106,400	Storm Drain Fort Lane	1100lf	@\$40.00
	<u>151,400</u>	Demolition of existing lines		
	\$661,400			
	<u>66,140</u>	10% Contingency		
	\$727,540			
2007	\$204,000	Water Lines Main Street	2400lf	@\$85.00
	144,500	Water Lines Gentile St	1700lf	@\$85.00
	51,000	Water Lines Church St	600lf	@\$85.00
	46,750	Water Lines Cross St	550lf	@\$85.00
	<u>156,100</u>	Demolition of existing lines		
	\$602,350			
	<u>60,235</u>	10% Contingency		
	\$662,585			
2008	\$252,000	Sanitary Sewer Main St	2400lf	@\$105.00
	178,000	Sanitary Sewer Gentile St	1700lf	@\$105.00
	63,000	Sanitary Sewer Church St	600lf	@\$105.00
	57,750	Sanitary Sewer Cross St	550lf	@\$105.00
	<u>192,500</u>	Demolition of existing lines		
	\$743,250			
	<u>74,325</u>	10% Contingency		
	\$817,575			
2009	\$4,180,000	Right-of-way for Interchange		
	<u>2,360,000</u>	Design/Engineering for Interchange		
	\$6,540,000	(Contingent Liability)		

2010	\$1,046,850	Streets	Main Street	49,850sy	@\$21.00
	98,000	Streets	Gentile St	4,300sy	@\$23.00
	65,090	Streets	Church St	2,830sy	@\$23.00
	69,460	Streets	Cross St	3,020sy	@\$23.00
	<u>80,850</u>	Demolition on Main and Church		53,900sy	@\$ 1.50
	\$1,360,250				
	<u>136,025</u>	10% Contingency			
	\$1,496,275				
2011	\$ 75,000	Upgrade traffic control @ Main and Gentile			
	90,000	New traffic control @ Main and Church			
	75,000	New pedestrian signals @ Main and Kays creek			
	35,000	Traffic signal interconnect system (U.G.)			
	187,200	Crosswalks @ Main 15,600sf specialty paving @ \$12.00			
	<u>40,000</u>	Regulatory traffic signs, pavement markings with epoxy paint			
	\$502,200				
	<u>50,220</u>	10% Contingency			
	\$552,420				
	\$281,160	Curbs	Main Street	23,430lf	@\$12.00
	36,000	Curbs	Gentile St	3,000lf	@\$12.00
	25,200	Curbs	Church St	2,100lf	@\$12.00
	26,400	Curbs	Cross St	2,200lf	@\$12.00
	86,316	Curbs	Fort Lane	7,193lf	@\$12.00
	<u>55,000</u>	Curb Demolition		22,000lf	@\$ 2.50
	\$510,076				
	<u>51,008</u>	10% Contingency			
	\$561,084				
	\$629,200	Sidewalk	Main Street	114,400sq ft	@\$5.50
	80,850	Sidewalk	Gentile Street	14,700sq ft	@\$5.50
	56,100	Sidewalk	Church Street	10,200sq ft	@\$5.50
	59,400	Sidewalk	Cross Street	10,800sq ft	@\$5.50
	395,615	Sidewalk	Fort Lane	71,930sq ft	@\$5.50
	<u>68,400</u>	Demolition		45,600sq ft	@\$1.50
	\$1,289,565				
	<u>128,957</u>	10% Contingency			
	\$1,418,522				
	\$2,532,026	Total for 2011			

2012	\$1,080,000	Lights	Fort Lane	144	16'	@\$ 7,500
	760,000	Lights	Main Street	76	30' ornamental cobra	@\$10,000
	637,500	Lights	Main Street	85	16' pedestrian	@\$ 7,500
	285,000	Lights	Gentile Street	38	16' pedestrian	@\$ 7,500
	187,500	Lights	Church Street	25	16' pedestrian	@\$ 7,500
	<u>210,000</u>	Lights	Cross Street	28	16' pedestrian	@\$ 7,500
	\$3,160,000					
	<u>304,900</u>	10% Contingency				
	\$3,464,900					
	\$ 76,800	Trees	Main Street	128	4"	@\$600
	40,250	Trees	Main Street	115	3"	@\$350
	17,500	Trees	Gentile Street	50	3"	@\$350
	11,550	Trees	Church Street	33	3"	@\$350
	12,600	Trees	Cross Street	36	3"	@\$350
	<u>50,400</u>	Trees	Fort Lane	144	3"	@\$350
	\$ 209,100					
	<u>20,910</u>	10% Contingency				
	\$ 230,010					
	\$ 108,000	Benches	90			@\$1,200
	72,000	Trash Receptacles	90			@\$ 800
	75,000	Bus Shelters	5			@\$15,000
	30,000	Veterans Memorial Park Enhancements				
	9,000	Directional and Image Signage				
	<u>400,000</u>	Burying existing overhead electrical, telephone and cable				
	\$ 694,000					
	<u>69,400</u>	10% Contingency				
	\$ 763,400					
	\$4,458,310	Total for 2012				
2013	\$3,041,429	Loan Guarantees (Contingent Liability)				

**Redevelopment  
Revised Budget  
South Main/South Fort Lane**

Year	Projected Investment	Projected Increment	Projected Housing	Projected Expenditures
2005	\$26,000	\$334	\$67	\$488,400
2006	50,000	642	128	727,540
2007	4,000,000	51,408	10,281	662,585
2008	10,000,000	128,200	25,640	817,575
2009	20,000,000	257,040	51,408	6,540,000
2010	60,000,000	771,120	154,224	1,496,275
2011	100,000,000	1,285,200	257,040	2,532,026
2012	111,000,000	1,426,572	285,314	4,458,310
2013	136,000,000	1,747,872	349,574	3,041,429
2014	136,000,000	1,747,872	349,574	0
2015	136,000,000	1,747,872	349,574	0
2016	136,000,000	1,747,872	349,574	0
2017	136,000,000	1,747,872	349,574	0
2018	136,000,000	1,747,872	349,574	0
2019	136,000,000	1,747,872	349,574	0
2020	136,000,000	1,045,285	261,321	0
2021	136,000,000	1,045,285	261,321	0
2022	136,000,000	1,045,285	261,321	0
2023	136,000,000	1,045,285	261,321	0
2024	136,000,000	1,045,285	261,321	0
2025	136,000,000	1,045,285	261,321	0
2026	136,000,000	1,045,285	261,321	0
2027	136,000,000	1,045,285	261,321	0
2028	136,000,000	1,045,285	261,321	0
2029	136,000,000	1,045,285	261,321	0
		\$26,608,470	\$5,844,330	\$20,764,140



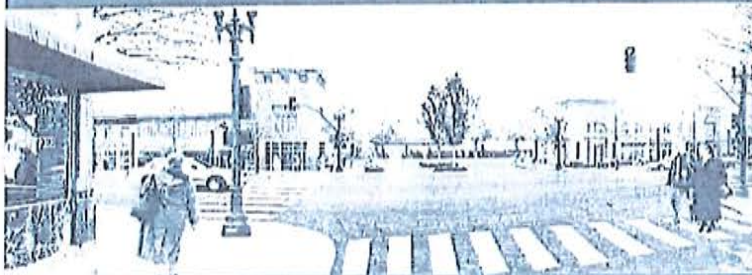
Layton, UT:  
Main Street



Layton, UT:  
Main Street



Layton, UT:  
Main Street



**REDEVELOPMENT AGENCY OF LAYTON CITY  
AGENDA ITEM COVER SHEET**

**Item Number:** 3.

**Subject:**

Reimbursement Agreement for Development of Land between the Redevelopment Agency of Layton City and Layton Grandview II LLC – RDA Resolution 23-05 – 1645 East Highway 193

**Background:**

Kurt Christensen, Manager of Layton Grandview II LLC, and Layton Grandview Corporate Center, which includes approximately 9 acres within the East Gate Economic Development Project Plan Area (Development Plan) located at approximately 1645 E Highway 193, Layton, Utah 84041 (Site). The Site includes an existing 38,000 square foot office building constructed in 1999 which will remain, and currently houses GURU Technologies (a large software development company that works in the defense industry), among others. Layton Grandview II LLC is partnering with Cobalt Consulting Group LLC (Developer) to develop a portion of the 9 acre site on the west portion of the property. The Developer would like to begin construction of a new 3-story office building that is approximately 45,000 square feet in size (Project) to accommodate a well-respected employer in the aerospace and defense industry. The Site will require a significant amount of grading, retaining, removal, and replacement of a substantial amount of landscaping, and relocation of one of Weber Basin Water’s main water lines in order for this development to occur. Originally, Mr. Christensen was working with Staff and in the process of designing and construction for a similar building just prior to 2020 and COVID-19, which caused the project to stall. Since that time, costs have risen considerably (20-30%) over the past three years. The Site will allow for an additional building on the east at some point in the future. For these reasons, Agency/City Staff and the Developer have been working together over the past year, and have prepared an Agreement for the Development of Land (ADL) for your consideration.

The property is bordered by Westest Engineering, RANTEC, and Wheatridge Townhomes (Ed Green) to the north, the existing Grandview office building and 1700 East to the east, Highway 193 to the south, and vacant commercial property to the west, within Layton City. The Developer is proposing to reconfigure the basin to help create a more developable parcel for a proposed project consistent with the Development Plan and Budget. The most recent estimate to prepare the Site, including the relocation of the Weber Basin Water main water line, grading, retention, landscaping, and completing the necessary infrastructure, is approximately \$1.49 million. The cost for grading, earth work, retaining, and improvements to the existing property is an additional cost not needed of other properties in the region which compete for local business and employment, such as Falcon Hill. The Developer intends to move existing operations from another state into the new facility and expand their footprint and employment base. In order to make this location competitive and this project feasible, the Developer is requesting financial assistance through the Development Plan and tax increment consistent with other projects in the Development Plan and other urban renewal areas in Layton. In this instance, the Developer is requesting 75% of the tax increment until the Development Plan is closed in 2035. If approved, the Developer will continue preparation of the Site and obtain the proper permits for the construction of a \$19M Class A office building to be completed in approximately 1 year.

It is the intent of the Agreement to provide an incentive that will make the project feasible. The proposed agreement provides a reimbursement incentive over the life of the Development Plan paid by the annual tax increment generated by the Site. The agreement, as written, will accommodate future expansion if the additional office is built prior to 2035. The estimated amount of tax increment generated by the Site as currently proposed over the remaining life of the Development Plan is approximately \$2M, with \$500,000 generated for the Development Plan, and \$1.5M for the Development.

This agreement meets objectives outlined in the Development Plan which states “private development should be encouraged to undertake new development or redevelopment which will strengthen the tax base of the

community in furtherance of the objectives set forth in the Act” and “Provide for the strengthening of the tax base and economic health of the entire community, region, and the State of Utah.”

With the approval and execution of this Agreement, all parties are prepared to proceed.

**Alternatives:**

Alternatives are to: 1) Adopt RDA Resolution 23-05 approving the Reimbursement Agreement for Development of Land between the Redevelopment Agency of Layton City and Layton Grandview II LLC; 2) Adopt RDA Resolution 23-05 with any amendments the Agency deems appropriate; or 3) Not adopt RDA Resolution 23-05 and remand to Staff with directions.

**Recommendation:**

Staff recommends the Agency adopt RDA Resolution 23-05 approving the Reimbursement Agreement for Development of Land between the Redevelopment Agency of Layton City and Layton Grandview II LLC and authorize the Agency Board Chair to execute the agreement.

**RDA RESOLUTION 23-05**

**REIMBURSEMENT AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN  
THE REDEVELOPMENT AGENCY OF LAYTON CITY AND LAYTON  
GRANDVIEW II LLC**

**WHEREAS**, the Redevelopment Agency of Layton City (Agency) has prepared and adopted, and the City Council has approved through adoption of Ordinance 07-36, the East Gate Economic Development Project Area Plan and Budget dated October 18, 2007 and amended July 1, 2010 (the "Development Plan"), which is attached hereto by reference as Exhibit "G", providing for the development of certain lands in the East Gate Economic Development Project Area (Project Area) and the future uses of such land, which Development Plan has been filed in the office of both the Recorder of Layton City and the Redevelopment Agency of Layton City; and

**WHEREAS**, to enable the Agency to achieve the objectives of the Development Plan, and particularly to make the land in the Project Area available for development by private enterprise for and in accordance with the uses specified in the Development Plan, the Agency desires to enter into this Agreement with the Developer, which will detail the development of land as it pertains to Developer's property; and

**WHEREAS**, the Developer owns certain land situated in the Project Area, which land (hereinafter called the "Site") is illustrated in Exhibit "A" and legally described in Exhibit "K" hereto, and desires to develop the Site for and in accordance with the uses specified in the Development Plan and as more particularly described in this Agreement; and

**WHEREAS**, the Developer has obtained a signed lease agreement with a certain Tenant and the Agency believes that this Agreement, and fulfillment of this Agreement and the intentions set forth herein, are in the vital and best interests of the Agency and the Development Plan; and

**WHEREAS**, the Agency believes that the development of the Site, pursuant to this Agreement and the Development Plan, and the fulfillment generally of this Agreement and the intentions set forth herein, are in the vital and best interests of the Agency and in the best interest of the health, safety, morals and welfare of City residents, and are in accord with the public purposes and provisions of the applicable State laws and requirements under which said Project has been undertaken and is being assisted; and

**WHEREAS**, the Agency is willing to assist the Developer with tax increment and other incentives in accordance with the provisions of the Development Plan and this Agreement; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE  
REDEVELOPMENT AGENCY OF LAYTON CITY, UTAH:**

1. That the agreement entitled "REIMBURSEMENT AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN THE REDEVELOPMENT AGENCY OF LAYTON CITY AND LAYTON GRANDVIEW II LLC" is hereby adopted and approved.
2. That the RDA Chair be authorized to execute the Agreement.

**ADOPTED** by the Board of Directors of the Redevelopment Agency of Layton City, this **21<sup>st</sup>** day of **December, 2023**.


\_\_\_\_\_  
JOY PETRO, Chair

ATTEST:

\_\_\_\_\_  
KIMBERLY S READ, Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CLINTON R. DRAKE, City Attorney

  
\_\_\_\_\_  
CHAD WILKINSON, Director  
Community and Economic Development

**REIMBURSEMENT AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN  
THE REDEVELOPMENT AGENCY OF LAYTON CITY AND LAYTON GRANDVIEW II LLC**

**(Approximately 1645 East Highway 193, Layton City)**

This AGREEMENT FOR THE DEVELOPMENT OF LAND (hereinafter referred to as "Agreement") is made and entered into this 21<sup>st</sup> day of December, 2023 (the "Effective Date"), between The REDEVELOPMENT AGENCY OF LAYTON CITY, a governmental agency organized under the laws of the State of Utah (hereinafter referred to as "Agency") and Layton Grandview II LLC, a Utah Limited Liability Company (hereinafter referred to as "Developer") and Costa Investment Company, LLC, a Utah Limited Liability Company (hereinafter referred to as "Land Owner"). The Agency and Developer collectively referred to as the "Parties" and separately as "Party."

**RECITALS**

WHEREAS, the Agency has undertaken a program for the development of greenfield and greyfield areas in Layton City, and has undertaken a project in those areas known as the "East Gate Economic Development Project Area" located in Layton City, Davis County, Utah (referred to herein as the "Development Plan"), which area is herein called "the Project Area;" and

WHEREAS, the Agency has prepared and adopted, and the City Council has approved through adoption of Ordinance 07-36, the East Gate Economic Development Project Area Plan and Budget dated October 18, 2007 and amended July 1, 2010 (the "Development Plan"), which is attached hereto by reference as Exhibit "G", providing for the development of certain lands in the East Gate Economic Development Project Area (Project Area) and the future uses of such land, which Development Plan has been filed in the office of both the Recorder of Layton City and the Redevelopment Agency of Layton City; and

WHEREAS, to enable the Agency to achieve the objectives of the Development Plan, and particularly to make the land in the Project Area available for development by private enterprise for and in accordance with the uses specified in the Development Plan, the Agency desires to enter into this Agreement with the Developer, which will detail the development of land as it pertains to Developer's property; and

WHEREAS, the Developer owns or will own certain land situated in the Project Area, which land (hereinafter called the "Site") is illustrated in Exhibit "A" and legally described in Exhibit "K" hereto, and desires to develop the Site for and in accordance with the uses specified in the Development Plan and as more particularly described in this Agreement; and

WHEREAS, the Developer has obtained a signed lease agreement with a certain Tenant and the Agency believes that this Agreement, and fulfillment of this Agreement and the intentions set forth herein, are in the vital and best interests of the Agency and the Development Plan; and

WHEREAS, the Agency believes that the development of the Site, pursuant to this Agreement and the Development Plan, and the fulfillment generally of this Agreement and the intentions set forth herein, are in the vital and best interests of the Agency and in the best interest of the health, safety, morals and welfare of City residents, and are in accord with the public purposes and provisions of the applicable State laws and requirements under which said Project has been undertaken and is being assisted; and

WHEREAS, the Agency is willing to assist the Developer with tax increment and other incentives in accordance with the provisions of the Development Plan and this Agreement; and

NOW, THEREFORE, each of the parties hereto, for and in consideration of the premises and agreement of the other party hereto, do covenant and agree that:

**ARTICLE I  
DEFINITIONS**

The following terms in this Agreement have the meaning and content set forth in this Article 1:

1.1 "Agency" shall mean the Redevelopment Agency of Layton City, a body corporate and politic of the State of Utah. The principal office of Agency is located at 437 North Wasatch Drive, Layton, Utah 84041, phone number (801) 336-3800.

1.2 "Agency's Undertakings" shall mean the obligations of the Agency set forth in Article III.

1.3 "Developer" shall mean Layton Grandview II LLC, with its principal offices located at 1061 N 1000 W, American Fork, Utah 84003.

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

1.5 "Development Plan" shall mean the East Gate Economic Development Project Area Plan and Budget dated October 18, 2007 and amended July 1, 2010.

1.6 "Exhibit" shall mean all exhibits referenced herein and attached to this agreement as follows:

1.6.1 "Exhibit A" shall mean **THE SITE**; or all property owned by the Land Owner and/or Developer within the Project Area to be incorporated into the proposed Development, located at 1645 E HIGHWAY 193 LAYTON, UTAH 84041 and otherwise known as Parcel No. 090510032 as recorded in the Davis County Utah Recorder's Office on October 5, 2005 and corrected on July 14, 2017, also to be recorded as the Grandview Commercial Subdivision, containing approximately 9 acres within the East Gate Economic Development Area, in Layton City, Utah.

1.6.2 "Exhibit B" shall mean the **SITE PLAN** as submitted by the Developer on June 27, 2023 and produced for the Developer by Ensign Engineering and Land Surveying.

1.6.3 "Exhibit C" shall mean a **GRADING PLAN** submitted by the Developer on July 18, 2023 and produced for the Developer by Ensign Engineering and Land Surveying.

1.6.4 "Exhibit D" shall mean the **CONSTRUCTION BUILDING SCHEDULE and PROJECTED CAPITAL INVESTMENT** (Construction Schedule) necessary to meet tax increment projections as identified within this Agreement.

1.6.5 "Exhibit E" shall mean the **TAX INCREMENT PROJECTIONS** identified in this Agreement.

1.6.6 "Exhibits F.1, F.2" shall mean the **ESTIMATED COST OF GRADING DESIGN, COMPACTION AND GRADING, AND SOIL RETENTION METHODS ON THE PROPERTY** submitted by the Developer on June 27, 2023 and produced for the Developer by Ensign Engineering and Land Surveying.

1.6.7 “Exhibit G” shall mean the **EAST GATE ECONOMIC DEVELOPMENT PROJECT AREA PLAN AND BUDGET**, adopted October 18, 2007, amended July 1, 2010.

1.6.8 “Exhibit H” shall mean the **DESIGN GUIDELINES AND DESIGN OVERLAY**, a document approved by the Agency and the City in October, 2009, that will specify design guidelines, landscaping, architecture, property improvements, maintenance and plan approval procedure for development in the Project Area.

1.6.9 “Exhibit I” shall mean the **EVIDENCE OF A SIGNED LEASE AGREEMENT WITH THE TENANT** as provided to the Agency by the Developer.

1.6.10 “Exhibit J” shall mean the **CONCEPTUAL MASTER PLAN**, which shall reflect the proposed and future development of the Site, and shall be prepared and submitted to the Agency by the Developer and considered part of this Agreement in accordance with Article IV, Section 4.10.

1.6.11 “Exhibit K” shall mean the **LEGAL DESCRIPTION** of the Site, otherwise known as Parcel 090510032 as recorded in the Davis County Utah Recorder’s Office on October 5, 2005 and corrected on July 14, 2017.

1.6.12 “Exhibit L” shall mean the **LANDSCAPING PAYBACK AND DEVELOPMENT PLAN** for the Site as referenced and in accordance with Article IV, Section 4.10 of this Agreement.

1.6.13 “Exhibit M” shall mean the **LANDSCAPING PROJECTED PAYBACK SCHEDULE** for the Site as referenced in Section 1.16.12 (above) and in accordance with Article IV, Section 4.11 of this Agreement.

1.6.14 “Exhibit N” shall mean the **GRANDVIEW COMMERCIAL SUBDIVISION PLAT AS SUBMITTED BY LAND OWNER AND/OR DEVELOPER (NOT APPROVED, ADOPTED, OR RECORDED)** dated September 2023, for illustrative purposes only and to generally depict a property line that demonstrates landscaping responsibilities of the Developer as referenced in this Agreement.

1.7 “Funding Gap” shall mean those costs associated with the Grading Plan and development of the Site over and above what is considered common practice for a similar property commonly used for the same purpose, and for the Tenant, as attached to this Agreement as Exhibits “F.1.”

1.8 “Land Owner” shall mean Costa Investment Company, LLC, a Utah limited liability company, who currently owns the Site and has contributed or will contribute a portion of the Site to Developer.

1.9 “Participants” shall mean each participating taxing entity that is contributing tax increment to the Agency toward the implementation of the Development Plan.

1.10 "Project" shall mean the proposed development as submitted by the Developer at the time this Agreement is executed and attached to this Agreement as Exhibits “F.1.”

1.11 "Project Area" shall have the meaning set forth in the Recitals hereto.

1.12 "Site" shall mean the property owned by the Land Owner and/or Developer located at 1645 E HIGHWAY 193 LAYTON, UTAH 84041 and otherwise known as Parcel No. 090510032 as recorded in the Davis County Utah Recorder’s Office on October 5, 2005 and corrected on July 14, 2017, also to be recorded as

the Grandview Commercial Subdivision, containing approximately nine (9) acres within the East Gate Economic Development Area, in Layton City, Utah, as illustrated in Exhibit "A" and described in Exhibit "J."

1.13 "Tax Increment" shall mean tax increment received from the East Gate Economic Development Project Area as defined by Utah State Code (17C-3-201) and only collected from real property and personal property generated by the Site.

1.14 "Tenant" for the purposes of this Agreement, shall specifically refer to any globally recognized Subprime Defense Contractor under contract with any of the following: Department of Defense, Department of the Army, Department of the Navy, Department of the Air Force, Defense Advanced Research Projects Agency (DARPA), Defense Information Systems Agency (DISA), Defense Counterintelligence and Security Agency (DCSA), U.S. Special Operations Command (USSOCOM), Defense Health Agency (DHA), Office of the Secretary of Defense (OSD), or Missile Defense Agency (MDA), National Aeronautics and Space Administration (NASA), or such other similar Tenant as solely approved by the Agency.

1.14.1 "Tenant" may also include other highly technical or advanced science research, development or manufacturing industries supporting the national defense, space, or aeronautics industries including; aerospace science, aerospace technology, astronics, astrophysics, planetary science, astrobiology, space exploration, rocket science, security engineering, or cybersecurity, whose operations do not negatively affect the operations of the United States Department of Defense at Hill Air Force Base and as solely approved by the Agency.

## **ARTICLE II CONDITIONS PRECEDENT**

2.1 This Agreement shall not take effect until the adoption, approval and execution of this Agreement by the Agency, Developer, and Land Owner. Approval of this Agreement is contingent upon the Developer securing a long-term lease agreement with the Tenant prior to its execution. The "Effective Date" of this Agreement shall be the date the Agreement is adopted, approved, and executed by the Agency, Developer, and Land Owner, signed by all parties, and recorded in the Davis County Recorder's Office, Davis County, Utah.

## **ARTICLE III AGENCY'S UNDERTAKINGS**

3.1 Development of Site Annual Reimbursement Incentive. The Agency shall consider an annual Tax Increment Reimbursement Incentive toward the development of the Site contingent upon the performance of the Developer. The Agency agrees, beginning no earlier than tax year 2024 (paid in 2025 and continuing each year thereafter until closure of the Project Area (expected in tax year 2035) for the development of the Project on the Site so long as the Developer fulfills all of its obligations set forth herein, that the Agency will rebate to the Developer up to seventy-five percent (75.0%) of all Tax Increment collected from the Site as described herein,. Tax Increment paid to the Developer by the Agency shall be generated entirely from additional property taxes created by development on the Site by the Developer and collected by the Agency through Davis County as described herein. The items that qualify for Tax Increment reimbursement by the Agency shall be identified by Exhibits "F.1" as attached to this Agreement, and the Developer shall have the right to disperse annual Tax Increment reimbursement received by the Agency toward these items without restriction. The contemplated Tax Increment rebate shall be made by the Agency to the Developer within thirty (30) days after the date the Agency receives payment of Tax Increment for the Site from Davis County.

3.2 Up Front Landscaping Reimbursement. The Agency shall consider an up-front reimbursement to the Developer for all landscaping completed outside of the landscaping required for Building II and proposed Lot

2 of the Grandview Commercial Subdivision, and generally consistent with the Landscaping Payback and Development Plan attached as “Exhibit L” in this Agreement. In return, the Agency shall collect the difference between the original projected tax increment reimbursement schedule (*prior to Davis School District’s agreement to extend their participation between the years 2025 – 2035*), and the currently projected tax increment as presented in the Landscaping Projected Payback Schedule attached as “Exhibit M” in this Agreement, until the Agency has been fully reimbursed for any up-front payments made by the Agency for this purpose. The Agency shall not be entitled to any interest or other fees related to this up-front reimbursement. It is projected that the Agency could be reimbursed for all up-front payments for landscaping by 2029 (paid in 2030) as illustrated in “Exhibit M.” The Agency shall provide these payments to the Developer within thirty (30) days after the Developer has provided a copy of the official invoice submitted to Developer by their landscaping contractor for landscaping work that has been completed to the satisfaction of the Agency. Once the work is completed for any task specific to the implementation of the approved landscaping plan, the Developer may submit as many invoices as necessary to meet their obligations as established in this Agreement and generally illustrated in Exhibit L.

#### **ARTICLE IV DEVELOPER’S UNDERTAKINGS**

4.1 Grading of Property. The Developer shall commit to grading of the site for the purpose of required drainage and other improvements, creating additional parking, creating additional vehicular and public safety emergency access, constructing retaining walls, and/or constructing a new building pad for a 3-story approximately 45,000 square foot office building (15,000 square foot footprint) consistent with the B-RP Zone and the East Gate Design Guidelines, and generally consistent with the Conceptual Site Plan attached as Exhibit “B.” The Developer shall receive an annual Tax Increment Reimbursement Incentive which may be contributed toward the grading of property as outlined in Section 3.1 herein.

4.2 Development of Property. The Developer shall commit to the development of Phase II of the Site prior to December 31, 2025, which shall include at minimum; one (1) 3-story Class A office building, with a minimum of approximately 45,000 square feet (15,000 square foot footprint), primarily reserved for a large scale Tenant, which building is identified as “Building 2” in accordance with the “Site Plan” attached as Exhibit “B.” The estimated capital investment of real property necessary to construct the new office building is equal to \$19,385,196 as submitted by the Developer. Development of the property shall include all of the public and private improvements, utilities, landscaping, and all other improvements required by the Tenant to operate their business on the Site, and by the City in accordance with the City land use ordinances and consistent with the East Gate Business Park Design Guidelines (Exhibit “H”).

4.3 Water Shares. Prior to the final approval of any development activity and release of any building permit(s), the Developer shall dedicate to the City any required shares of water, pursuant to the City’s water exaction ordinance. Water shares are collected from Developer for each building at the time a building permit is submitted throughout the development process.

4.4 Development Costs. Developer and Agency understand and agree that the development costs indicated in this Agreement and specifically contained in Exhibit “F.1” are estimates provided by the Developer. Any Tax Increment reimbursement to the Developer by the Agency shall only come from Tax Increment generated by this Project and this Site on an annual basis over the remaining collection period of the Project Area and Development Plan as defined in Section 4.7 and Section 3.1 herein. Developer agrees to pay the estimated costs and any difference between the estimated cost and the actual costs of construction.

4.5 Tax Increment Reimbursement. In order to qualify for Tax Increment reimbursement as described in Section 3.1 in this Agreement, and in accordance with the Tax Increment Projections attached as “Exhibit E,”

Developer agrees that it must complete construction, including tenant improvements, of the before mentioned building outlined in the Construction Schedule attached as "Exhibit D," prior to January 1 of the year property tax is owed. The Developer acknowledges that, in exchange for the completion of said construction, it shall receive up to seventy-five percent (75.0%) of the total Tax Increment collected from the Site by the Agency on an annual basis throughout the remaining term of the Project Area (2035) with exception to any landscaping reimbursement to the Agency in accordance with Section 4.11 of this Agreement.

4.6 The Agency receives Tax Increment from Davis County in the spring of the year following the first-year tax is collected, and every year after until the Development Plan and Project Area expires (tax year 2035). The Agency shall reimburse the Developer within thirty (30) days following receipt of Tax Increment payment by Davis County.

4.7 Tax Increment Acknowledgement.

4.7.1 Developer acknowledges through this Agreement, that if the Developer fails to perform in accordance with the proposed Construction Schedule, attached as Exhibit "D" to this Agreement, that the amount of tax increment available may not be equivalent to projected tax increment funding, which will reduce the amount of tax increment the Agency may reimburse to the Developer. The Developer acknowledges that full increment cannot be collected as projected (Exhibit "E") unless the office building as projected in the submitted Construction Schedule (Exhibit "D") is completed prior to January 1 of the "Completion Date" as identified in Exhibit "D" of this Agreement, and only if Davis County collects an amount, at minimum, equal to the amount projected. Developer acknowledges that Tax Increment is generated through increased property tax based on property improvements of which the projected amounts thereof are greatly affected by annual certified tax rates. In addition, certified tax rates, which are regulated by Utah Code and administered through locally elected officials, may change on an annual basis which may also reduce the amount of Tax Increment collected by the Agency and received by Developer. The Projected Tax Increment in this Agreement (Exhibit "E") is based on 2022 certified tax rates for each participating taxing entity and 0% appreciation/depreciation of the estimated property valuation (as submitted by the Developer) throughout the term of this Agreement.

4.7.2 Tax increment is collected annually and based on property valuations which are assessed each January 1 of the calendar year property tax is to be paid. The Agency receives ninety percent (90%) of the total property taxes collected by Davis County annually for each participating taxing entity which equates to the total sum of Tax Increment received by the Agency for the purposes of this Agreement. Tax Increment is generated through increased property taxes based on new development, redevelopment, and new capital investment of property improvements by the Developer which may include real estate, inventory, equipment, and any other property taxes (whether tangible or intangible) that may be based on then-current assessment values and rebated by Participants during the actual operation of the Development. Total available increment is only obtained once the building is completed and prior to January 1 of the year taxes for the completed building is owed.

4.8 Administrative Fee. The Developer agrees the Agency shall retain up to three percent (3%) of the total annual tax increment received by the Agency and collected by Davis County from this Project for the purpose of reimbursing Agency costs associated with administering this Agreement annually throughout the remaining term of the Development Plan and Project Area (tax year 2035). This amount is separate to and exclusive of the amount subject to reimbursement by Agency to Developer. This amount shall be included in the amount retained by the Agency annually and not paid to the Developer and formalized by this Agreement.

4.9 Design Overlay. If Developer builds any buildings on the Site during the term of this Agreement, Developer agrees to build in concept and generally in accordance with the Design Overlay approved by the City and the Agency, which is attached to this Agreement as Exhibit "H."

4.10 Master Plan. The Developer and Land Owner shall prepare and submit to the Agency a Conceptual Master Plan generally reflecting the proposed and future development of the Site. Once the Conceptual Master Plan is accepted by the Parties, it shall be executed and considered part of this Agreement and attached as Exhibit "K." This Plan may be amended by the Developer and/or Land Owner to the extent that said amendments are consistent with the objectives of this Agreement and the City's ordinances and regulations.

4.11 Landscaping Payback and Development Plan. The Developer and Land Owner shall install landscaping on the property generally in accordance with Exhibit L of this Agreement, and in accordance with an MOU to be approved by the Layton City Community Development Director and signed by the Developer and Land Owner, and in accordance with the Layton City Land Use Code and approved landscaping plan submitted as part of a building permit. Any up-front payment for landscaping shall be contingent upon its conformance to the approved landscaping plan. The Developer shall submit to the City all applicable invoices for up-front reimbursement and shall be reimbursed in accordance with Article III, Section 3.2 of this Agreement.

4.12 Landscaping Projected Payback Schedule. A portion of the tax increment shall be retained by the Agency until the Agency is fully reimbursed for any up-front payments in accordance with Article III, Section 3.2 and according to the following formula: The Agency shall retain the difference between an original projected tax increment schedule and a current tax increment schedule as outlined in "Exhibit M" of this Agreement. The "original tax increment" was formulated based on the Davis School District ending their participation in the Project Area in 2025 and the most recent estimated capital investment as defined in Section 4.2 of this Agreement. The "current tax increment" is projected with the most recent estimated capital investment, and the continued participation of the Davis School District in the Project Area until the Development Plan has concluded in 2035. Once the Agency has been fully reimbursed, the Developer shall receive seventy five percent (75%) of the total tax increment as defined in Sections 4.5 – 4.6 of this Agreement and as projected in Exhibit E of this Agreement. It is projected that the Agency could be reimbursed for all up-front payments for landscaping by tax year 2029 (paid in 2030) as illustrated in "Exhibit M" of this Agreement.

## **ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY**

5.1 Issuance of Permits - Developer. Developer shall have the sole responsibility for obtaining all necessary building, grading, and other permits in connection with the development of the Site 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 development of the Site. The City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Developer shall, in good faith, reasonably pursue completion of Phase II of the development of the Site no later than December 31, 2025, according to the terms of this Agreement and in accordance with the "Construction Schedule" attached to this Agreement as Exhibit "D."

5.3 Request for Payment. It is the responsibility of the Developer to officially request, in writing, payment of the annual Tax Increment Incentive by the Agency. Developer shall only be required to submit said request to the Agency one (1) time and is not required to submit annual requests thereafter. Prior to a request for payment, the Developer agrees to submit an itemized accounting of total payment by the Developer to their contractor for each item as referenced in Section 3.1 and attached as Exhibits "F.1" of this Agreement.

5.4 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of the Developer and their contractors, representatives of the Agency or the

City shall have the right of access to the Site without charges or fees during the period of the development of the Site. The Agency and the 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 Site arising from the negligence or omissions of the Agency and the City, or its agents or employees, in connection with the Agency and the City's exercise of its rights granted in this paragraph.

## **ARTICLE VI REMEDIES**

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

6.1.1 Cure or Remedy. 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.

6.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither the Agency 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 Extension. Any Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any 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. The Developer may not request an extension for performance to obtain tax increment reimbursement beyond the term of the Development Plan or Project Area which shall expire in tax year 2035.

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

## **ARTICLE VII GENERAL PROVISIONS**

7.1 Successors and Assigns of Owners. This Agreement shall be binding upon the Parties, and their successors and assigns. Where the term "Developer" is used in this Agreement, it shall mean and include the successors and assigns of Developer in accordance with this Section, including any third parties who purchase or

acquire a sold site. Nothing herein shall be deemed to restrict or limit the Land Owner or Developer's ability to sell, transfer and/or assign its rights and obligations with respect to the real property comprising the Site, in whole or in part, or its rights and obligations under this Agreement, for which no consent shall be required. Any assignee shall be deemed to have made (as to itself and not as to Developer) any and all representations and covenants made by Developer and Land Owner hereunder, as if the assignee were the original signatory hereto. Developer and Land Owner agree to notify the Agency in writing of any such assignment, which notice shall identify the assignee(s) and contain a copy of the document(s) evidencing such assignment. Developer and Land Owner also agrees to notify the assignee(s) in writing of all obligations under this Agreement prior to the sale of any property, and provide the Agency with evidence from the Developer or assignee that this notification has occurred. In the event the Parties assign all or part of this Agreement to an assignee in connection with a sale of all or a portion of the Site, the assignee shall agree to become party to and sign this Agreement for their portion of the Site, as an Amendment to this Agreement, and such Amendment shall require the acceptance and approval by the Agency, before the Developer shall be relieved from further obligation under that portion of the Agreement and regarding the corresponding portion of the Site for which the assignment was made.

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  
/Land Owner:

LAYTON GRANDVIEW II LLC  
8215 SW Tualatin-Sherwood Road, Suite 200  
Tualatin, Oregon 97062  
Attn: Bart Dickson, Manager  
971-998-5203  
WITH A COPY TO:  
Costa Investment Company, LLC  
PO Box 1606, Provo, UT 84603

The Agency:

THE REDEVELOPMENT AGENCY OF LAYTON CITY  
437 North Wasatch Drive  
Layton, Utah 84041  
Attn: Alex R. Jensen, Executive Director  
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 email, 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 Developer's successors and assigns.

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

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

7.6 Exhibits Incorporated. All Exhibits to this Agreement, attached hereto, are hereby incorporated into this Agreement by reference as though set forth in full, and as a part hereof, according to this reference.

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:

7.9 With regard to Developers' Undertakings, performance of Developer of the Developers' Undertakings as set forth herein.

7.10 With regard to Agency's Undertakings, performance by Agency of Agency's Undertakings as set forth herein.

7.11 Upon Land Owner or Developer's request, 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.

7.12 Recordation. This Agreement shall not be recorded without the prior written consent of the Developer, whose property is affected by the recording and the Agency.

7.13 Non-appropriation Clause. The Agency shall, in good faith, attempt to fund the Agency's commitments under this agreement. However, in the event that sufficient funds are not collected due to an unforeseen reduction in tax increment, or due to the reduction in projected capital investment by Developer, an "event of non-appropriation" shall be deemed to have occurred, as of the date of final adoption by Layton City, of the budget in which such funds were not appropriated. In the event of the occurrence of an event of non-appropriation, the Agency shall give written notice thereof to the Developer and following such written notice, the particular obligation under the contract affected by the non-appropriation shall be deemed terminated.

*[signatures follow on next page]*

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.

**REDEVELOPMENT AGENCY OF LAYTON CITY,**

By: \_\_\_\_\_  
JOY PETRO, Chair

**ATTEST:**

\_\_\_\_\_  
KIMBERLY S READ, Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CLINTON R. DRAKE, City Attorney

**Layton Grandview II LLC**

By: \_\_\_\_\_  
BART DICKSON  
Its: Manager

STATE OF OREGON )  
 ) :ss  
COUNTY OF WASHINGTON )

On this \_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me Bart Dickson, who being by me duly sworn did say that they are an Authorized Representative of **Layton Grandview II LLC**, and that the foregoing Agreement was signed on behalf of said limited liability company, and they acknowledged to me that said limited liability company executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**AND FURTHER ACKNOWLEDGED AND AGREED TO BY:**

**Costa Investment Company, LLC**

By: \_\_\_\_\_

Kurt Christensen

Its: President

STATE OF UTAH )

) :ss

COUNTY OF DAVIS )

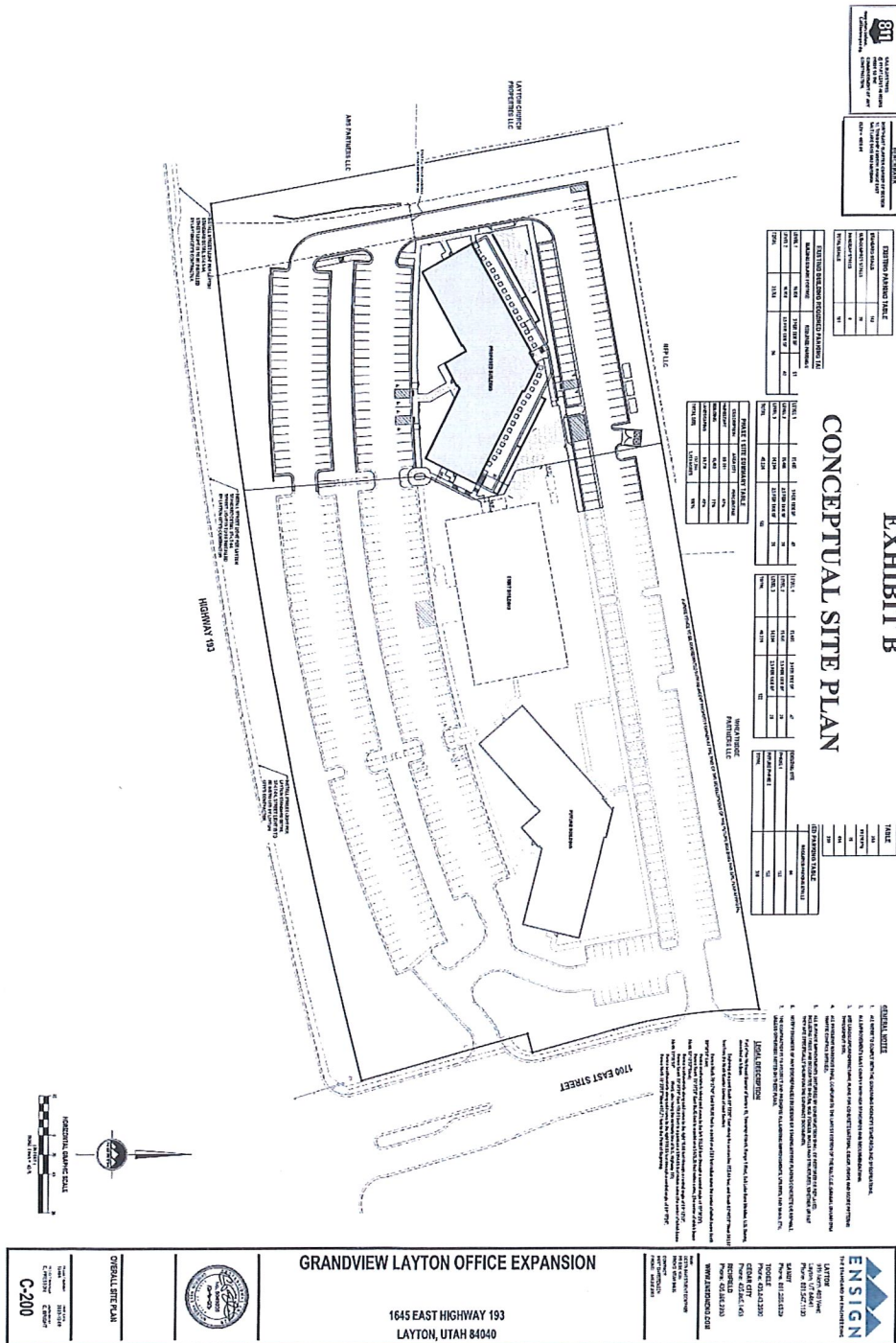
On this \_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me Kurt Christensen, who being by me duly sworn did say that they are an Authorized Representative of **Costa Investment Company, LLC**, and that the foregoing Agreement was signed on behalf of said limited liability company, and they acknowledged to me that said limited liability company executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

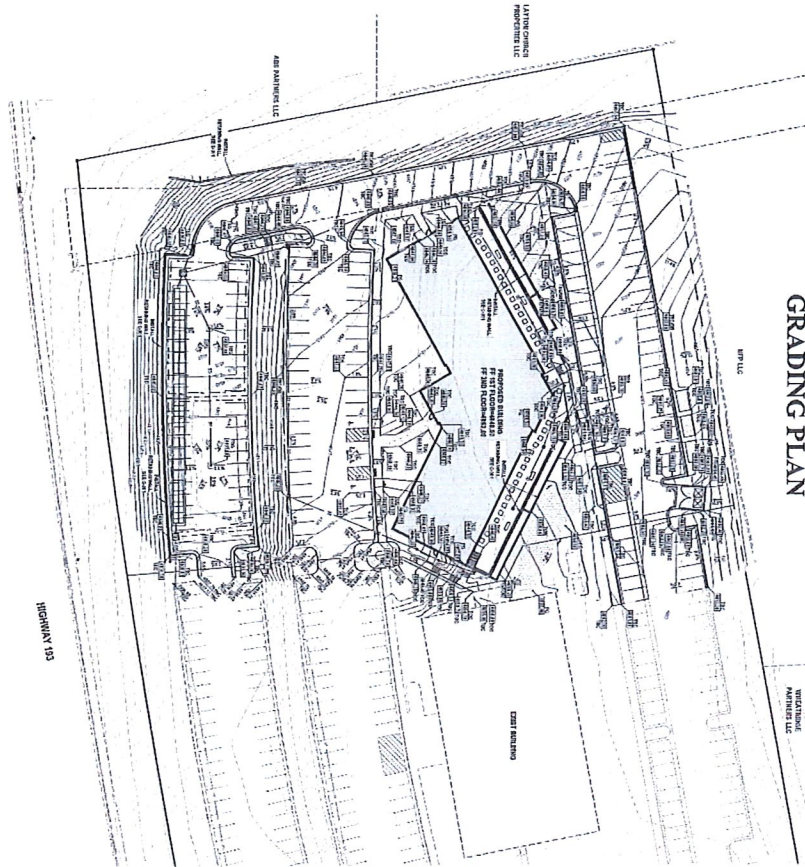


EXHIBIT B

CONCEPTUAL SITE PLAN

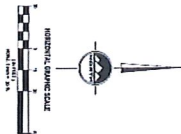


**EXHIBIT C**  
**GRADING PLAN**



**EXHIBIT C**  
**GRADING PLAN**

- GENERAL NOTES:**
1. ALL NOTES TO BE READ IN CONNECTION WITH THE PLANS AND SPECIFICATIONS.
  2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
  3. ALL ELEVATIONS ARE TO FINISH GRADE UNLESS OTHERWISE SPECIFIED.
  4. ALL ELEVATIONS ARE TO FINISH GRADE UNLESS OTHERWISE SPECIFIED.
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  18. ALL ELEVATIONS ARE TO FINISH GRADE UNLESS OTHERWISE SPECIFIED.
  19. ALL ELEVATIONS ARE TO FINISH GRADE UNLESS OTHERWISE SPECIFIED.
  20. ALL ELEVATIONS ARE TO FINISH GRADE UNLESS OTHERWISE SPECIFIED.



<p><b>ENSGN</b> Engineering &amp; Surveying 1645 East Highway 193 Layton, UT 84040 Phone: 801.524.1132 Fax: 801.524.1133 www.ensgn.com</p>	<p><b>GRANDVIEW LAYTON OFFICE EXPANSION</b></p> <p>1645 EAST HIGHWAY 193 LAYTON, UTAH 84040</p>
	<p><b>GRADING PLAN</b></p> <p>DATE: 07/20/2010 PROJECT: GRANDVIEW LAYTON OFFICE EXPANSION DRAWN BY: [Name] CHECKED BY: [Name] SCALE: AS SHOWN C-300</p>

**EXHIBIT D**

**CONSTRUCTION SCHEDULE AND PROJECTED CAPITAL INVESTMENT**

<b>Building</b>	<b>Description</b>	<b>Valuation</b>	<b>Year Completed</b>	<b>Year TIF Collected</b>
Building 1	35,272 s.f. Office	\$5,618,358.00	2005	2010
Building 2	45,000 s.f. Office	\$19,385,196.00	2024	2025

**EXHIBIT E**

**TAX INCREMENT PROJECTIONS**

2022 Taxes Paid	\$57,894	2022
Total Current Property Valuation	\$5,618,358	2022
Projected Valuation of New Building	<b>\$19,385,196</b>	2025
Total Projected Valuation	\$25,003,554	2025
Base Valuation	<b>-\$2,800,000</b>	2010
Total Taxable Valuation	<b>\$22,203,554</b>	2025
Real Property Tax Rate	0.010269	2022

<b>DSD Participation</b>	<b>90%</b>
\$17,582	<b>2023</b>
\$17,582	<b>2024</b>
\$138,515	<b>2025</b>
\$138,515	<b>2026</b>
\$138,515	<b>2027</b>
\$138,515	<b>2028</b>
\$138,515	<b>2029</b>
\$138,515	<b>2030</b>
\$138,515	<b>2031</b>
\$138,515	<b>2032</b>
\$138,515	<b>2033</b>
\$138,515	<b>2034</b>
\$138,515	<b>2035</b>
<b>EDA Participation to Layton Grandview II</b>	
<b>\$1,558,830</b>	<b>75%</b>
<b>Tax Increment to EDA</b>	
<b>\$519,610</b>	<b>25%</b>
<b>Total Projected Tax Increment</b>	
<b>\$2,078,440</b>	<b>100%</b>

**EXHIBIT F.1**

**ESTIMATED COST OF GRADING DESIGN, COMPACTION AND GRADING, RETAINING AND SOIL RETENTION METHODS ON THE PROPERTY**

Agreement for the Development of Land between the Agency and Layton Grandview II LLC

**EXHIBIT F.1**

**ESTIMATED COST OF GRADING DESIGN, COMPACTION AND GRADING, AND SOIL RETENTION METHODS ON THE PROPERTY**

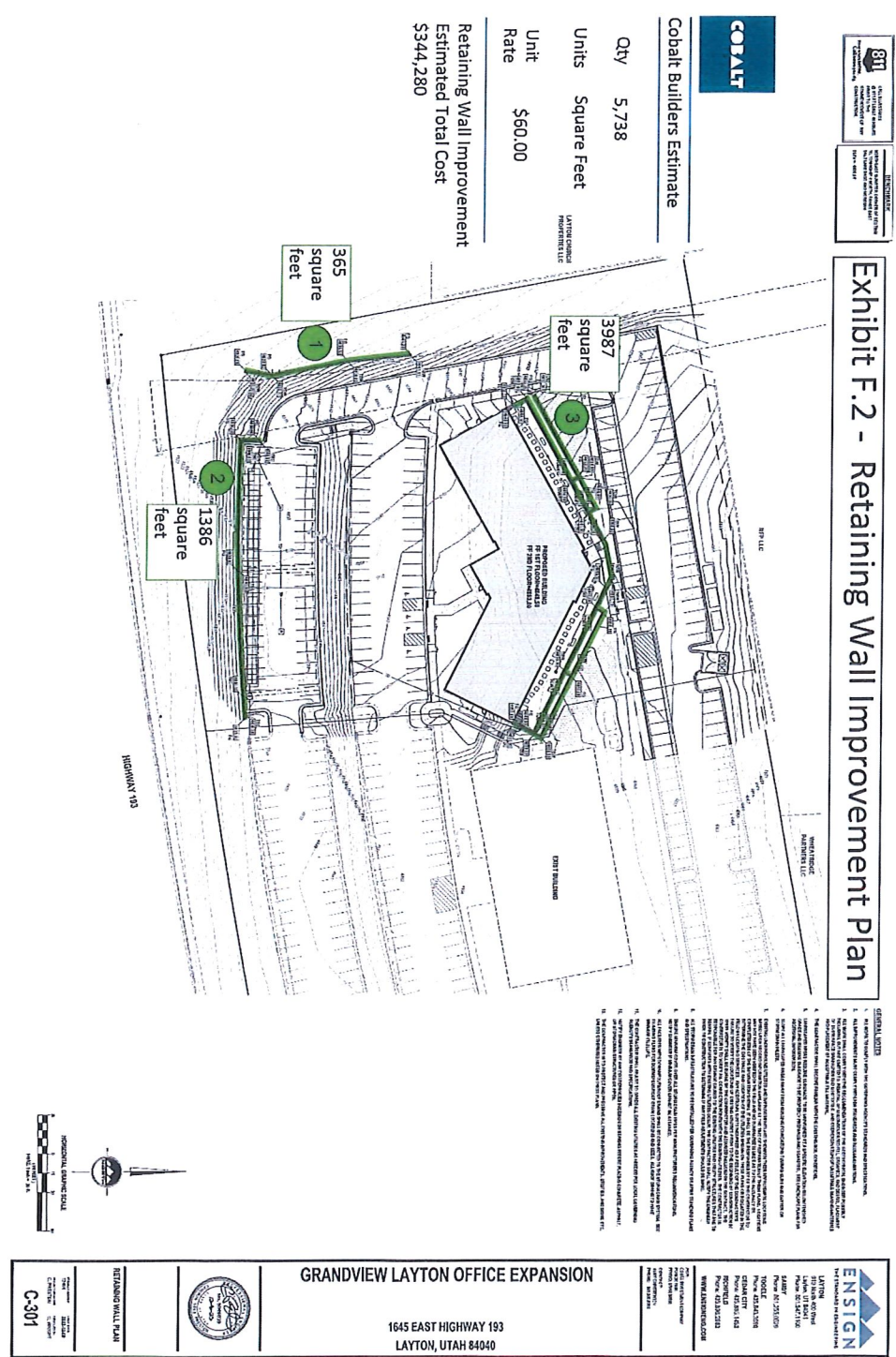
<b>GVII - Estimates Costs</b>	
<b>DESIGN &amp; ENGINEERING - SITE COSTS</b>	
Ensign Engineering & Land Survey Design Agreement	\$ 53,400
<b>SITE COMPACTION / GRADING / SOIL RETENTION COSTS</b>	
<b>Retaining Wall Installation</b> - Estimated 5,738 square feet x \$60/SF	\$ 344,280
<b>Site Compaction &amp; Grading</b> - NEXT Construction Contract	\$ 680,340
<b>ESTIMATED GRADING DESIGN, COMPACTION, GRADING AND SOIL RETENTION METHODS COST</b>	<b>\$ 1,078,020</b>

<b>GVIII - Deferred Estimates Costs</b>	
<b>Water-Wise Landscaping &amp; Soil Stabilization</b> Estimated Costs	<b>\$ 383,831</b>

**Total GVII & GVIII Estimated Costs** **\$ 1,461,851**

EXHIBIT F.2

ESTIMATED COST OF SOIL RETENTION AND RETAINING METHODS



**EXHIBIT G**

**EAST GATE ECONOMIC DEVELOPMENT PROJECT AREA PLAN AND BUDGET**

The East Gate Economic Development Project Area Plan and Budget, or Development Plan, is included by reference as a condition of and part of this Agreement, and shall mean the East Gate Economic Development Project Area Plan and Budget, adopted by the City and Agency, dated October 18, 2007 and amended July 1, 2010, and also of which a copy may be obtained from the City Recorder or the City Community and Economic Development Department.

**EAST GATE  
ECONOMIC DEVELOPMENT PROJECT AREA  
PLAN & BUDGET**

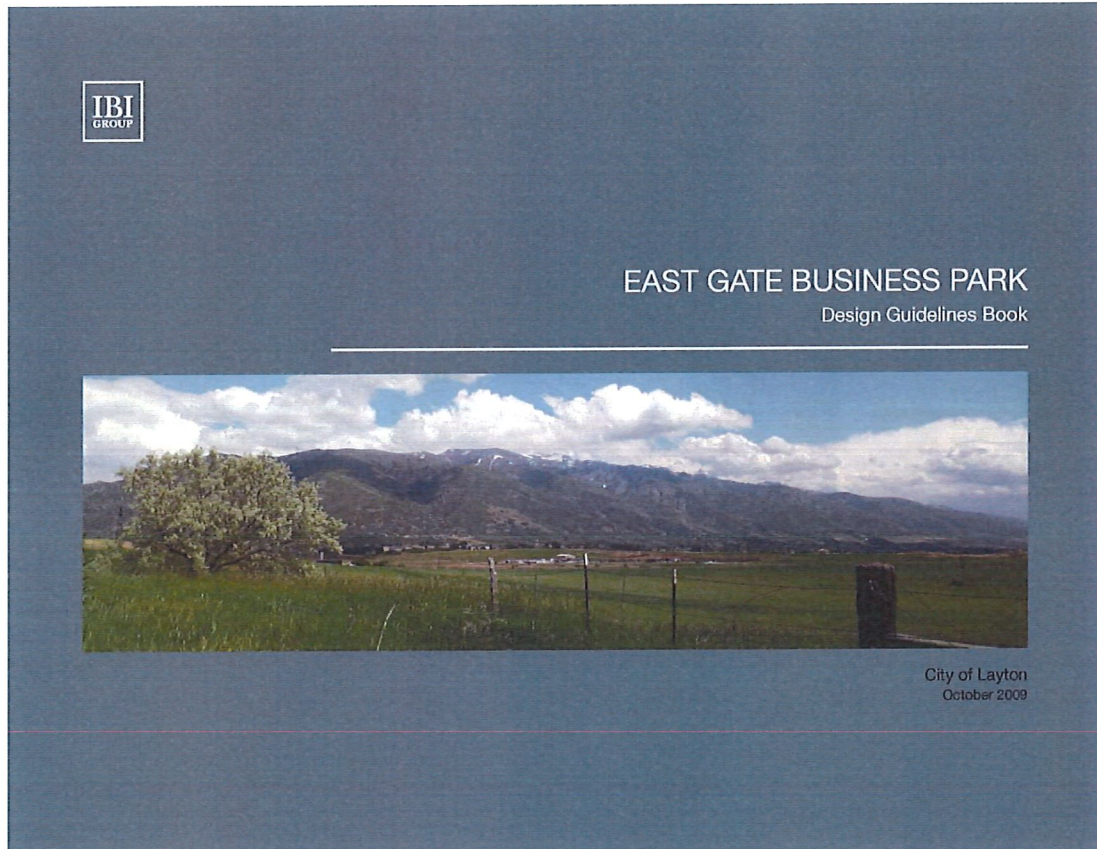


PREPARED BY: LAYTON CITY  
OFFICE OF COMMUNITY AND ECONOMIC DEVELOPMENT  
ADOPTED DATE: OCTOBER 18, 2007  
AMENDED DATE: JULY 1, 2010

**EXHIBIT H**

**DESIGN OVERLAY**

The Design Overlay is included by reference as a condition of and part of this Agreement, and shall mean the East Gate Business Park Design Guidelines Book created by contract between the Agency and IBI Group and accepted by the Agency and City of Layton in October 2009, of which a copy may be obtained from the City Recorder or the City Community and Economic Development Department.



**EXHIBIT I**

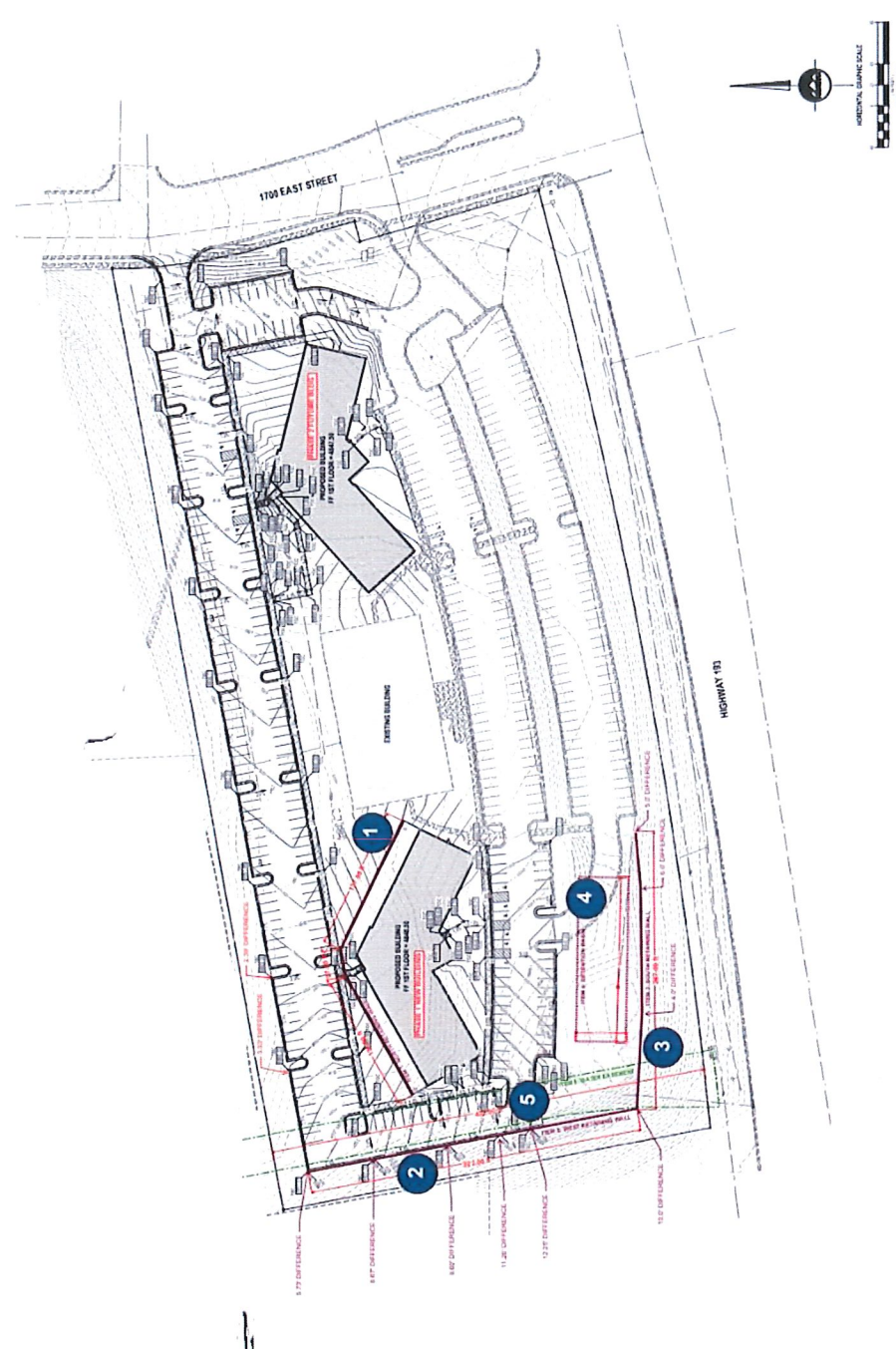
**EVIDENCE OF A SIGNED LEASE AGREEMENT WITH TENANT**

Developer provided sufficient evidence to the City to meet this requirement prior to the execution of this Agreement. This information is considered proprietary and is protected under Utah Code § 63G-2-305.

# EXHIBIT J

## CONCEPTUAL MASTER PLAN

 LAYTON 13100 FULTON BLVD LAYTON, UT 84040 Phone: 801.347.1110 www.ensgn.com	LAYTON, UTAH 1645 EAST HIGHWAY 193	GRANDVIEW LAYTON OFFICE EXPANSION	SHEETS	DATE	SCALE	10F1



**EXHIBIT K**

**LEGAL DESCRIPTION**

PART OF THE NE 1/4 OF SEC 10-T4N-R1W, SLM, DESC AS FOLLOWS: BEG AT A PT S  $89^{\circ}13'30''$  E ALG THE SEC LINE 853.40 FT & S  $00^{\circ}46'30''$  W 290.67 FT FR THE N 1/4 COR OF SD SEC; TH N  $79^{\circ}37'43''$  E 919.80 FT TO A PT OF A 560 FT RAD CURVE, THE CENTER OF WH BEARS N  $89^{\circ}58'58''$  E; TH SE'LY ALG SD CURVE TO THE LEFT 152.54 FT THROUGH A CENTRAL ANGLE OF  $15^{\circ}36'26''$ ; TH S  $15^{\circ}37'28''$  E 86.45 FT TO A PT ON A 5475.85 FT RAD CURVE, THE CENTER OF WH BEARS N  $15^{\circ}12'20''$  W; TH SW'LY ALG SD CURVE TO THE RIGHT 19.98 FT THROUGH A CENTRAL ANGLE OF  $00^{\circ}12'33''$ ; TH S  $15^{\circ}37'28''$  E 178.81 FT TO A PT ON A 5654.65 FT RAD CURVE THE CENTER OF WH BEARS N  $15^{\circ}00'59''$  W; ALSO BEING THE N'LY LINE OF US HWY 193; TH SW'LY ALG SD CURVE TO THE RIGHT 916.85 FT THROUGH A CENTRAL ANGLE OF  $09^{\circ}17'24''$ ; TH N  $10^{\circ}35'06''$  W 417.71 FT TO THE POB. CONT. 9.00 ACRES



**EXHIBIT M**

**LANDSCAPING PROJECTED PAYBACK SCHEDULE**

	Current Projection	Original Projection	75% of Current	75% of Original	Difference	Running Total
2023	\$23,443	\$23,443	\$17,582	\$17,582	\$0	\$0
2024	\$23,443	\$23,443	\$17,582	\$17,582	\$0	\$0
2025	\$184,687	\$184,687	\$138,515	\$138,515	\$0	\$0
2026	\$184,687	\$69,152	\$138,515	\$51,864	\$86,651	\$86,651
2027	\$184,687	\$69,152	\$138,515	\$51,864	\$86,651	\$173,302
2028	\$184,687	\$69,152	\$138,515	\$51,864	\$86,651	\$259,953
2029	\$184,687	\$69,152	\$138,515	\$51,864	\$86,651	\$346,605
2030	\$184,687	\$69,152	\$138,515	\$51,864	\$86,651	\$433,256
2031	\$184,687	\$69,152	\$138,515	\$51,864	\$86,651	\$519,907
2032	\$184,687	\$69,152	\$138,515	\$51,864	\$86,651	\$606,558
2033	\$184,687	\$69,152	\$138,515	\$51,864	\$86,651	\$693,209
2034	\$184,687	\$69,152	\$138,515	\$51,864	\$86,651	\$779,860
2035	\$184,687	\$69,152	\$138,515	\$51,864	\$86,651	\$866,511
<b>TOTAL</b>	<b>\$2,078,440</b>	<b>\$923,091</b>	<b>\$1,558,830</b>	<b>\$692,318</b>	<b>\$866,511</b>	<b>\$866,511</b>



**ADDITIONAL**

**PACKET**

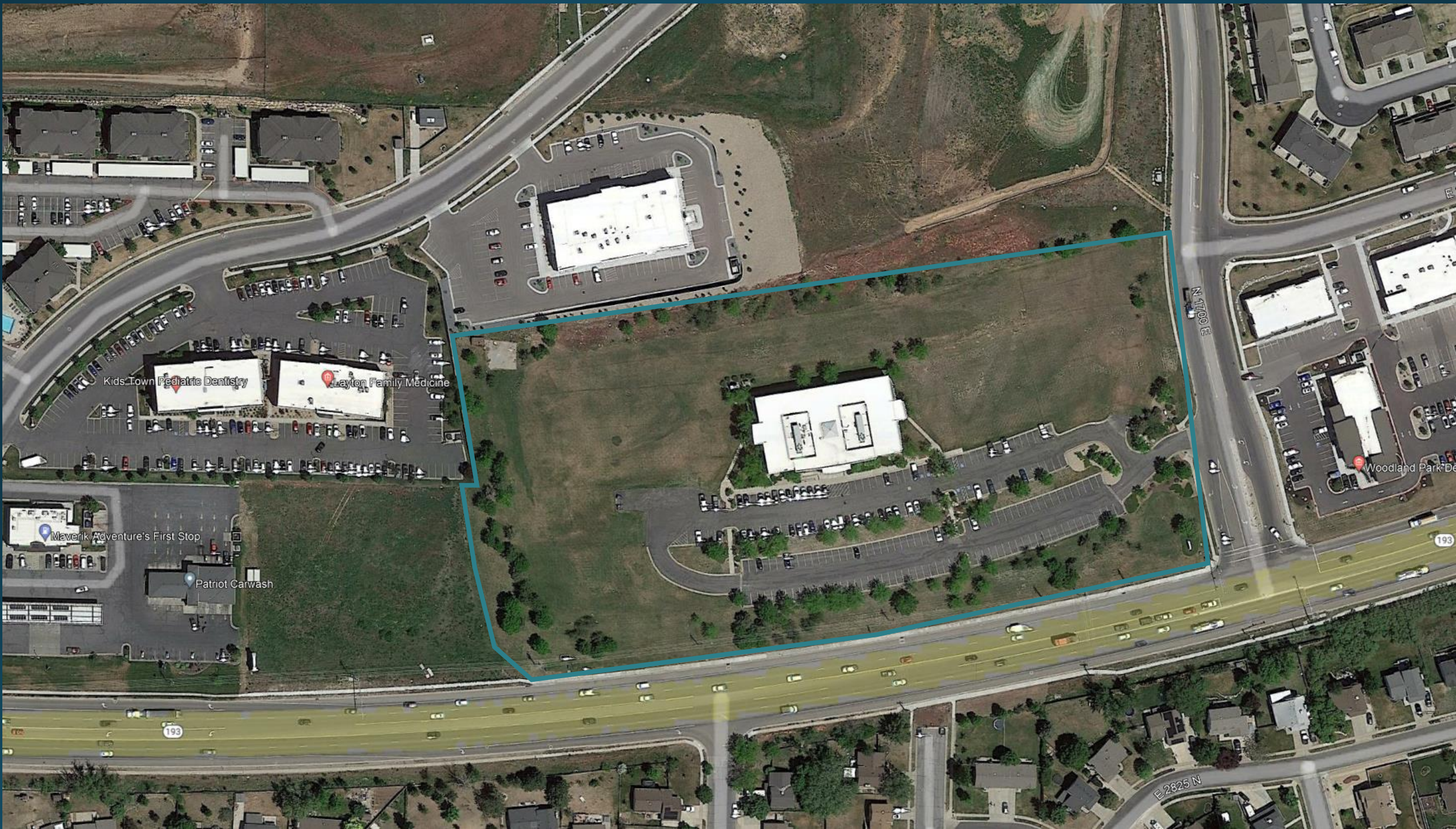
**ATTACHMENTS**

# Redevelopment Agency of Layton

December 21, 2023

# Extension of Deadline for Young Automotive Agreement

# Reimbursement Agreement for Development of Land Grandview II LLC



Kids Town Pediatric Dentistry

Leayton Family Medicine

Maverik Adventure's First Stop

Patriot Carwash

Woodland Park De

N 1700 E

193

E 2825 N

**EXHIBIT B**  
**CONCEPTUAL SITE PLAN**



**NEWSPARK**  
UNIVERSITY PLAZA CENTER OF DESIGN  
11 THORNTON AVENUE SUITE 100  
MOUNTAIN VIEW, CO 80501  
TEL: 303.440.8800

EXISTING SPACES	142
REQUIREMENT SPACES	10
REQUIREMENT SPACES	4
TOTAL SPACES	156

BUILDING NAME	REGISTERED PARKING
LEVEL 1	14
LEVEL 2	22
TOTAL	36

**EXHIBIT B**  
**CONCEPTUAL SITE PLAN**

DEVELOPMENT	AREA (SQ FT)	PERCENTAGE
INDUSTRIAL	88,000	67%
OFFICE	6,000	5%
LANDSCAPE	15,700	12%
TOTAL AREA	109,700	84%

100
200
300
400
500
600
700

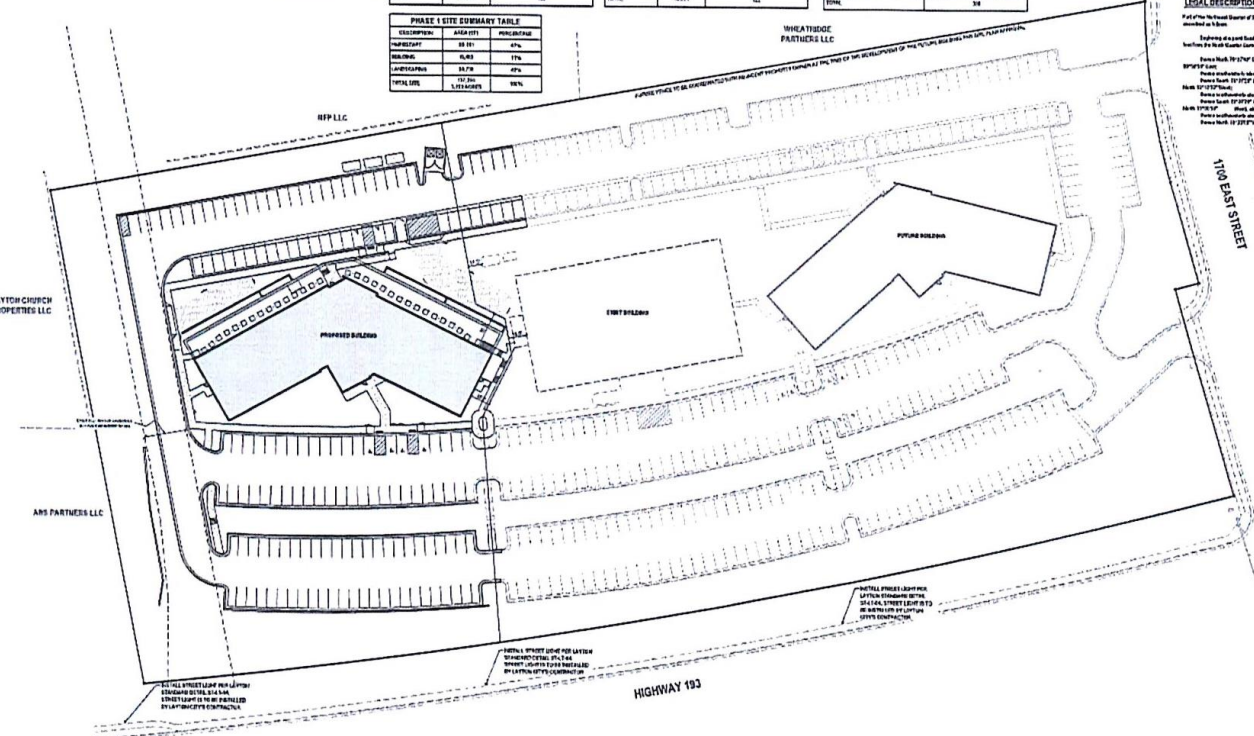
EXISTING SPACES	142
REQUIREMENT SPACES	10
REQUIREMENT SPACES	4
TOTAL SPACES	156

**GENERAL NOTE**

1. ALL WORK TO COMPLY WITH THE GOVERNING HONEYWELL SPECIFICATIONS OF REPAIR/REPLACE.
2. ALL IMPROVEMENTS SHALL COMPLY WITH THE SPECIFICATIONS AND RECOMMENDATIONS.
3. THE LANDSCAPE ARCHITECTURE SHALL PROVIDE COORDINATION, COLOR, FINISH AND SCENE PATTERNS THROUGHOUT THE SITE.
4. ALL PROPOSED WORKING SHALL COMPLY TO THE LATEST EDITION OF THE M.U.T.C.E. STANDARD CONSTRUCTION PRACTICE SPECIFICATIONS.
5. ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTION OF ALL, OR REPAIR/REPLACE AS APPLICABLE, INCLUDING THE USE OF MATERIALS, WORKMANSHIP, AND THE PROVISION OF ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS, INCLUDING THE USE OF MATERIALS, WORKMANSHIP, AND THE PROVISION OF ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.

**LEGAL DESCRIPTION**

Part of the 10.00 Acre Parcel of Section 16, Township 40N, Range 11N, Salt Lake Base Meridian, U.S. Survey, located in Utah.  
Beginning at a point South 89° 52' 00" East along the corner of Section 16, and South 89° 52' 00" East 100.00 feet to the North Quarter Corner of said Section 16.  
From thence North 79° 27' 00" East 100.00 feet to a point on the 1/4 Section 16, and the corner of said Section 16.  
From thence South 89° 52' 00" East 100.00 feet to a point on the 1/4 Section 16, and the corner of said Section 16.  
From thence South 89° 52' 00" East 100.00 feet to a point on the 1/4 Section 16, and the corner of said Section 16.  
From thence South 89° 52' 00" East 100.00 feet to a point on the 1/4 Section 16, and the corner of said Section 16.  
From thence South 89° 52' 00" East 100.00 feet to a point on the 1/4 Section 16, and the corner of said Section 16.  
From thence South 89° 52' 00" East 100.00 feet to a point on the 1/4 Section 16, and the corner of said Section 16.





**ENSIGN**  
THE STANDARD IN ENGINEERING

LAYTON  
395 SOUTH 402 WEST  
Layton, UT 84041  
Phone: 801.547.1120

SANDY  
Phone: 801.225.6329

TOWLE  
Phone: 435.443.3590

CEDAR CITY  
Phone: 435.862.1453

RICHFIELD  
Phone: 435.862.2263

WWW.ENSIGNCO.COM

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1645 EAST HIGHWAY 193  
LAYTON, UTAH 84040

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OVERALL SITE PLAN

C-200



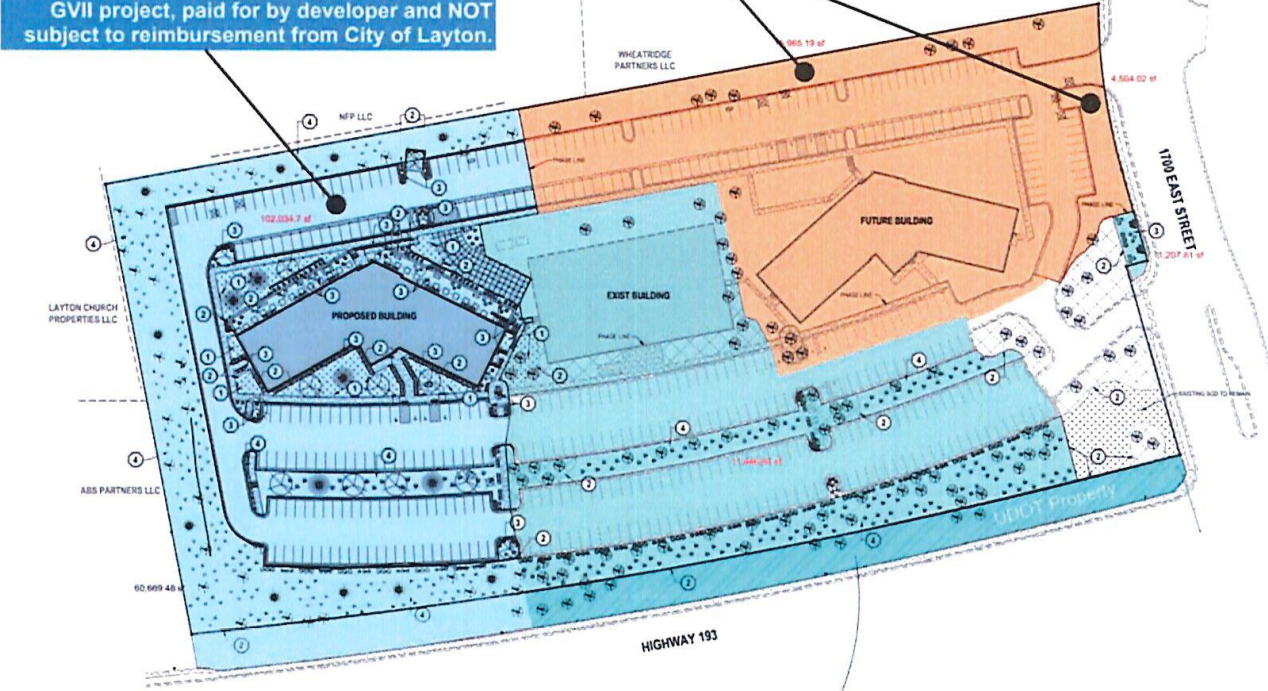
**811**  
CALL BEFORE YOU DIG  
811 IS A 24-HOUR SERVICE  
FOR THE COMMENCEMENT OF ANY  
CONSTRUCTION.  
CALL 811 FIRST.

**BENCHMARK**  
NORTH-EAST QUARTER CORNER OF SECTION  
16, TOWNSHIP 4 NORTH, RANGE 1 EAST  
SALT LAKE COUNTY, UTAH  
ELEV = 4058.67'

# Exhibit L - Water Wise Improvement Plan

GVII Landscape improvements as part of the GVII project, paid for by developer and NOT subject to reimbursement from City of Layton.

This area is deferred and subject to timing and improvements as outlined in MOU for GV III.



This area will be improved with water-wise landscaping improvements at the time GVII improvements are done and will be done by the developer with timely reimbursement from City of Layton.

**Landscape Trees**

Qty	Symbol	Common Name	Botanical Name	Plant Size
15		Colorado Blue Spruce	Pinus pungens Colorado	8' Min.
12		Eastern Redbud	Cercis canadensis	2" Cal.
12		Leading Tree to be Planted	N/A	N/A
129		Leading Tree to Remain	N/A	N/A

**Shrubs**

Qty	Symbol	Common Name	Botanical Name	Plant Size
75		Orange Scented Bushberry	Sambucus racemosa 'Orange Pocket'	5 Galton
80		Kirkland Dogwood	Bushy Cornus Verrucosa	5 Galton
140		Wintergreen Land Shrubbery	Caroliniana & transitoria 'Wintergreen Leaf'	5 Galton
124		Albany's Compact Red Twig Dogwood	Cornus sericea Albany's Compact'	5 Galton
28		Small Magna Pine	Pinus mugo 'Stemmed'	5 Galton
131		Autumn Magna Grass	Pennisetum imperatoricum 'Thunderbolt'	1 Galton

**Groundcover**

Qty	Symbol	Common Name	Botanical Name	Plant Size
160		Queen Marguerite Lenten Thyme	Thymus queenmarguerite Annual	1 Galton
140		Blue Reflection Veronica	Veronica & Blue Reflection	1 Galton

- Landscape Notes: No plants are from the Great Basin (Great Basin) District's list of plants.
- Install root
  - Install 4" metal edging
  - In all planter bed areas, install 4" deep 2" x 2" dia. "Snap Plank & Grass" edging "Tuffborder" to retain decorative rock (also listed below).
  - Install 2" deep bark ground cover over seeded berm. 100

**LEGEND**

- REPAVED AREA TO REMAIN
- PROPOSED SIDE AREA
- EXISTING SIDE AREA TO BE REPLACED AND PAVED BY OTHERS

**PHASE 1 LANDSCAPE SUMMARY TABLE**

DESCRIPTION	AREA (SQ FT)	PERCENTAGE
REPAVED AREA	100,776	80%
SID AREA	14,276	12%
TOTAL LANDSCAPE AREA	115,052	100%

**EN SIGN**  
THE STANDARD IN ENGINEERING

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Layton, UT 84041  
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SANDY  
Phone: 801.255.0529

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CEDAR CITY  
Phone: 435.855.1453

RICHFIELD  
Phone: 435.896.2183

WWW.ENSIGNENG.COM

FOR COST ESTIMATION COMPANY  
PROJECT NO.  
PROJECT LOCATION

CONTACT:  
KYLE CHRISTENSEN  
PHONE: 801.262.6800

**GRANDVIEW LAYTON OFFICE EXPANSION**

1645 EAST HIGHWAY 193  
LAYTON, UTAH 84040

**PERMIT #1622**

## LANDSCAPING PAYBACK AND DEVELOPMENT PLAN

### EXHIBIT L

Agreement for the Development of Land between the Agency and Layton Grandview II LLC