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 in the City Center Building, 437 North Wasatch Drive, Layton, Utah, commencing at **5:30 PM on November 4, 2021.**

AGENDA ITEMS:

1. Minutes of Layton City Redevelopment Agency — June 17, 2021

2. Agreement for the Development of Land between the Redevelopment Agency of Layton City and JL Ventures, LLC — RDA Resolution 21-04 — Approximately 3675 North Fairfield Road

3. Closed Meeting to Discuss Purchase, Exchange, or Lease of Real Propety, Including any Form of a Water Right or Water Shares

ADJOURN:
In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.

Notice is hereby given that by motion of the Layton City Redevelopment Agency Board, pursuant to Title 52, Chapter 4 of the Utah Code, Layton City RDA Board may vote to hold a closed meeting for any of the purposes identified in that Chapter.

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

A P P R O V A L

Gary Crane _____
Alex Jensen _____

MINUTES OF THE MEETING OF THE REDEVELOPMENT AGENCY OF LAYTON CITY — **JUNE 17, 2021 – 5:30 P.M.**

BOARDMEMBERS AND OFFICERS PRESENT: **CHAIRMAN JOY PETRO, VICE CHAIRMAN CLINT MORRIS, EXECUTIVE DIRECTOR ALEX JENSEN, BOARDMEMBERS ZACH BLOXHAM, TOM DAY, DAWN FITZPATRICK, AND DAVE THOMAS**

STAFF PRESENT: **GARY CRANE, CHAD WILKINSON, TRACY PROBERT, ED FRAZIER, STEPHEN JACKSON, DAVID PRICE, 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 Bloxham moved to approve the minutes of June 3, 2021, as written. Boardmember Morris seconded the motion, which passed unanimously.

AGENDA:

PUBLIC HEARING TO ACCEPT COMMENT AND APPROVE AMENDMENTS ON THE REDEVELOPMENT AGENCY (RDA) BUDGET FOR FISCAL YEAR 2020-2021 – RDA RESOLUTION 21-03

Tracy Probert, Finance Director, referred the Board to the Budget Amendments included in the Packet and reviewed the following with the Council:

- Downtown Façade Grant Program – Grant received from Davis County for $25,000 and City's match of $25,000
- Davis County Economic Development Grant of $300,000 for the CDA, (Community Development Area) which was in the RC Willey Development Area, until certain standards had been met by RC

Willey. He indicated these funds had been paid to RC Willey, in addition to the interest on those funds returned to Davis County.

He asked if there were any questions and there were none.

Chair Petro opened the Public Hearing at 5:32 p.m.

Chair Petro called for public comment.

There were no public comments.

MOTION: Boardmember Thomas moved to close the Public Hearing at 5:34 p.m. and Boardmember Fitzpatrick moved to approve RDA Resolution 21-03, amendments to the Redevelopment Agency (RDA) Budget for Fiscal Year 2020-2021. Boardmember Bloxham seconded the motion, which passed with the following vote: **Voting AYE – Boardmembers Fitzpatrick, Thomas, Day, Bloxham, and Morris. Voting NO – None.**

ADOPT THE BUDGET FOR FISCAL YEAR 2021-2022 – RDA RESOLUTION 21-02

Mr. Probert presented the agenda item and explained the RDA Budget consisted of three components, RDA, EDA (Economic Development Area), and CDA, and reviewed the following:

- RDA Project Area was anticipated to recognize $650,000 in Tax Increment Revenue, a decrease from prior years due to the Davis School's participation of 50% as opposed to 100%.
- EDA was estimated to recognize $1.1 million.

He asked if there any questions and there were none.

Chair Petro opened the Public Hearing at 5:36 p.m.

Chair Petro called for public comment.

There were no public comments.

MOTION: Boardmember Thomas moved to close the public hearing at 5:37 p.m. and adopt the Budget for Fiscal Year 2021-2022 – RDA Resolution 21-02. Boardmember Bloxham seconded the motion, which passed with the following vote: **Voting AYE – Boardmembers Morris, Bloxham, Day, Thomas, and Fitzpatrick. Voting NO – None.**

The meeting adjourned at 5:37 p.m.

_____

Kimberly S Read, Secretary

REDEVELOPMENT AGENCY OF LAYTON CITY
AGENDA ITEM COVER SHEET

Item Number: 2.

Subject:
Agreement for the Development of Land between the Redevelopment Agency of Layton City and JL Ventures, LLC — RDA Resolution 21-04 — Approximately 3675 North Fairfield Road

Background:
JL Ventures, LLC (Developer) is the owner of approximately 55.465 acres within the East Gate Business Park and Economic Development Area (EDA) located at approximately 3675 North Fairfield Road (Site). In 2012, Janicki Industries completed their new facility on property sold to them by the Developer, which recently expanded from 6.010 acres to 9.7 acres in December, 2020. The City and the RDA participated with the Developer for the extension of Fairfield Road, utilities, and infrastructure to assist with the original Janicki expansion. The RDA and the City were fully reimbursed through tax increment in 2019. The Developer would like to begin grading the remaining acreage for the purpose of preparing pad sites that can accommodate several new light industrial/manufacturing structures equaling a total of at least 500,000 square feet. For that reason, RDA, Staff, and the Developer have prepared an Agreement for the Development of Land (ADL) for your consideration to approve.

The property is located along the Hill Air Force Base east fence and the northern boundary of the City. The site has unique topography that will require an atypical amount of work to create building sites that the City and RDA hope to achieve, consistent with the East Gate Project Area Plan & Budget and East Gate Design Guidelines. It is the intent of the Developer to develop the entire site, including the construction of multiple new buildings over the next 7 years. The most recent bid to grade the site and complete the necessary infrastructure is in excess of $8 million, of which approximately $2.3 million relates to grading alone. The cost for grading, earth work, and infrastructure improvements required to make the site developable is excessive in comparison to other properties in the region which compete for local business and employment. In order to make this location competitive and this project feasible, the Developer is requesting financial assistance through the RDA and tax increment consistent with other projects in the RDA and other urban renewal areas in the City. If approved, the Developer will begin grading and will submit plans for the construction of a 130,000 square foot light industrial/manufacturing building immediately south of Janicki Industries along Fairfield Road to begin no later than June, 2022. This building would be approximately the same size as the Kihomac facility to the east on the opposite side of Fairfield Road. While not a specific requirement of this ADL, for the purpose of flexibility, Exhibit C illustrates the Developers' intent to construct over 500,000 square feet of new light industrial/manufacturing facilities.

It is the intent of the Agreement to provide an incentive that will make the proposed development feasible. The proposed Agreement provides both up-front incentive and payback incentive over the life of the EDA. According to the Developer, up-front incentive toward grading is the most critical need for this Project to move forward. With that in mind, the developers' chosen grading contractor will receive 75% of their invoice(s) once completed, for an amount up to $1,704,640 towards the $2,272,853 total grading estimate from the EDA (see Exhibit B, ADL).

The Agreement also provides reimbursement to the Developer for the remainder of grading costs through tax increment rebate over the life of the EDA (2035). The attached Agreement stipulates that the Developer and their chosen grading contractor will receive a total incentive of approximately 89% of the tax increment generated over the life of the EDA. The Agreement requires the City/RDA to be fully reimbursed for its up-front funding through tax increment, before the Developer begins to receive their tax increment reimbursement. The Agreement is performance based, in that only the construction of all projected facilities in the timelines proposed (Exhibit D, ADL) will provide projected reimbursement to the Developer, which is

acknowledged. The Agreement also stipulates that if the RDA is not fully reimbursed for any up-front funding provided due to the lack of construction, the Developer will be required to reimburse those funds to the Agency and this requirement is secured through a trust deed and promissory note which they have agreed to. The Developer will also be responsible for the remaining costs for infrastructure (in excess of $6 million) to prepare the site for development. The up-front funds as proposed are available in the RDA budget.

The Agreement provides the City an opportunity to consider waiving building permit fees which exclude any impact fees in accordance with Utah Code and consistent with a matrix attached to the ADL (Exhibit E). The waived fees will be reimbursed through tax increment created through the development once collected.

This Agreement meets the objective outlined in the RDA as the development "will enhance the economic health of the community through diversification of the City's tax base and create a dynamic Industrial/Business Park that will be a large job base."

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

Alternatives:
Alternatives are to 1) Adopt RDA Resolution 21-04 approving the Agreement for the Development of Land between the Redevelopment Agency of Layton City and JL Ventures, LLC; 2) Adopt RDA Resolution 21-04 with any amendments the Agency deems appropriate; or 3) Not adopt RDA Resolution 21-04 and remand to Staff with directions.

Recommendation:
Staff recommends the Agency adopt RDA Resolution 21-04 approving the Agreement for the Development of Land between the Redevelopment Agency of Layton City and JL Ventures, LLC and authorize the RDA Board Chair to execute the agreement.

RDA RESOLUTION 21-04

A RESOLUTION ADOPTING AND APPROVING AN AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN THE REDEVELOPMENT AGENCY OF LAYTON CITY AND JL VENTURES, LLC

WHEREAS, the Redevelopment Agency (Agency) has undertaken a program for the development of greenfield areas in Layton City (City) and has undertaken a project known as the East Gate Economic Development Project (Project) located in Layton City, Davis County, Utah; and

WHEREAS, the Agency has prepared and adopted, and the 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 (Development Plan), which is attached hereto as Exhibit I, providing for the development of certain lands in the East Gate Economic Development Project Area (EDA) 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 Agency; and

WHEREAS, to enable the City and the Agency to achieve the objectives of the Development Plan, and particularly to make the land at approximately 3675 North Fairfield Road (Site) 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 JL Ventures, LLC (Developer), which will detail the development of land as it pertains to the Developer's property; and

WHEREAS, the Developer owns certain property at the Site, as described in Exhibit A 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 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 City, the Agency and in the best interest of the health, safety, morals, and welfare of City residents, and are in accordance 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 with tax increment and other incentives in accordance with the provisions of the Development Plan and this Agreement

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

1. That the agreement entitled "AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN THE REDEVELOPMENT AGENCY OF LAYTON CITY AND JL VENTURES, LLC" is hereby adopted and approved.

2. That the Redevelopment Agency Chair be authorized to execute the Agreement.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **4th day of November, 2021**.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

GARY R. CRANE, City Attorney

Department Director

AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN THE REDEVELOPMENT AGENCY OF LAYTON CITY, AND JL VENTURES, LLC

(Approximately 3675 North Fairfield Road, Layton City)

This AGREEMENT FOR THE DEVELOPMENT OF LAND (hereinafter referred to as this "Agreement") is made and entered into this _____ day of _____, _____ (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 JL VENTURES, LLC, an Alaska limited liability company (hereinafter referred to as "Developer"). City, 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 areas in Layton City, and has undertaken a project in those areas known as the "East Gate Economic Development Project" located in Layton City, Davis County, Utah (referred to herein as the "City"), 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 as Exhibit "I", 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 City and 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 described in Exhibit A 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 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

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

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

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

1.3 “Design Overlay” shall mean a document approved by the Agency and the City that will specify design guidelines, landscaping, architecture, improvements, maintenance and plan approval procedure for development in the Project Area. The Design Overlay shall be the document attached to this Agreement as Exhibit “H”.

1.4 "Developer" shall mean JL Ventures, LLC, with its principal offices located at P.O. Box 202845, 813 D Street, Anchorage, Alaska 99520-2845, phone number (907) 279-8068.

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

1.6 “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.

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

1.8 “Tax Increment” shall mean tax increment received from the East Gate Economic Development Project Area as defined by Utah State Code (17C-3-201).

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

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 “B – C”.

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

1.12 "Site" shall mean the property owned by the Developer within the Project Area, up to a total of 55.465 acres of property, as described in Exhibit “A”.

1.13 “Security” shall mean a Trust Deed recorded against the property securing performance measures of Developer as further described in this Agreement.

1.14 “Exhibit A” shall mean **THE SITE**; or all property owned by the Developer within the Project Area to be incorporated into the proposed Development, located at 3675 N FAIRFIELD RD LAYTON, UTAH 84041 and otherwise known as Parcel 094520103 as recorded in the Davis County Utah Recorder’s Office on July 2, 2021 containing approximately 55.465 acres within the East Gate Economic Development Area, in Layton City, Utah.

1.15 "Exhibit B" shall mean the estimated **COST OF GRADING THE SITE** submitted by the Developer on May 3, 2021 and produced for the Developer by Great Basin Engineering and Big D Construction.

1.16 "Exhibit C" shall mean the proposed **GRADING PLAN DRAWING (and PRELIMINARY SITE PLAN)** submitted by the Developer on May 3, 2021 and produced for the Developer by Great Basin Engineering.

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

1.18 "Exhibit E" shall mean the **TAX INCREMENT INCENTIVE MATRIX (TIIM)** identified in this Agreement.

1.19 "Exhibit F" shall mean the **TAX INCREMENT PROJECTIONS** identified in this Agreement.

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

1.21 "Exhibit H" shall mean the **DESIGN GUIDELINES AND DESIGN OVERLAY** approved by the City in October, 2009.

1.22 "Exhibit I" shall mean the **EAST GATE ECONOMIC DEVELOPMENT PROJECT AREA PLAN AND BUDGET**, adopted October 18, 2007.

1.23 "Exhibit J" shall mean the Promissory Note evidencing the amount secured by the Trust Deed.

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 Grading of Property Up-Front Cash Incentive. The Agency shall consider an up-front cash incentive (the "Up-Front Cash Incentive") paid to the Developer for grading of the Property. The Up-Front Cash Incentive shall be an amount up to 75% of the Developer's actual costs for grading of the Property pursuant to the Grading Plan Drawing identified in Exhibit "C", not to exceed the estimated cost of grading submitted by the Developer on May 3, 2021 and produced for the Developer by Great Basin Engineering and Big D Construction, that is attached to this Agreement as Exhibit "B". The Agency's Up-Front Cash Incentive contribution toward the grading of the property shall not exceed $1,704,640 dollars (the "Cap") and shall be paid as described in Section 3.1.1 below.

3.1.1 Timing of Up-Front Cash Incentive Payment. Up-Front Cash Incentive payment for the grading of the Property shall not be provided as a lump sum payment prior to development. The Agency shall pay the Up-Front Cash Incentive payment, which provides for the payments of up to seventy-five percent (75%) of the amounts paid by Developer to its grading contractor, or an amount equal to the Cap, whichever is less, once the agency has received the applicable invoice(s) from the grading contractor and evidence of payment by the Developer. Said payment to the Developer by the Agency shall be made within thirty (30) days of receipt of the applicable invoices and evidence of payment from Developer. The Up-Front Cash Incentive is an advance payment from the Agency to the Developer, conditioned upon the Developer completing the terms of this Agreement. The Developer's commitment to do so shall be evidenced by a promissory note in the form attached as Exhibit "J" (the "Note") and secured by a Trust Deed against the Site in accordance with Article IV, Section 4.12 of this Agreement.

3.2 Additional Payments. After Tax Increment revenues are received by the Agency, through Davis County and only after the Agency has been fully reimbursed for all Up-Front Cash Incentives ($1,704,640) paid by the Agency as provided in paragraph 3.1, the Agency shall reimburse the remaining balance of Developer's costs (up to $568,213) for the grading of the Property through additional annual tax increment payments as described in Section 3.2.1 below. Once the Developer has been reimbursed ($2,272,853) for the grading of the Property through Up-Front Cash Incentive ($1,704,640) and Tax Increment Reimbursement (up to $568,213), the Agency may consider additional annual tax increment reimbursement toward other infrastructure related to development of the Site, which, if applicable, would be the subject of a supplemental development agreement agreed upon by the parties.

3.2.1 Any additional payments for grading of the Property" pursuant to Section 3.2 above shall not be provided as a lump sum payment but provided in annual payments based solely on tax increment received through Davis County and collected from the Site and based on invoices submitted to the Agency by the Developer, and evidence of payment of those invoices by the Developer. The Agency shall provide payment each spring, once the Agency has received funds, and based on each invoice provided to the Agency by the Developer pursuant to Section 3.1.1 in this Agreement. The Agency agrees to provide annual tax increment payments to the Developer, after the Up-Front Cash Incentive has been reimbursed to the Agency, until the Developer is paid in whole for the remaining actual costs for the grading of the Property for a total not to exceed $2,272,853 as shown on Exhibit "B". Once the Agency has received Tax Increment revenue for the previous year through Davis County, the Agency agrees to reimburse the Developer within thirty (30) days thereafter.

3.3 Building Permit Fee Consideration.

3.3.1 To the maximum extent permitted by law, during the term of this Agreement, the City hereby agrees to waive all applicable building permit fees related to development of the Site.

ARTICLE IV
DEVELOPER'S UNDERTAKINGS

4.1 Project Buildings and Capital Investment.

4.1.1 The Developer has committed to grading the Site, consistent with the "Grading Plan Drawing (and Preliminary Site Plan) attached as Exhibit "C" after the date of this Agreement. In addition, the Developer intends to construct light industrial, office, manufacturing, or flex manufacturing buildings generally identified in the "Grading Plan Drawing (and Preliminary Site Plan) attached as Exhibit "C" within the timeframes set forth in the "Construction Building Schedule" attached as Exhibit "D"; provided, however, that Developer has

agreed to pursue the commencement of construction of the building identified as "Building 4" on Exhibit "D" no later than June 30, 2022.

4.1.2 Notwithstanding any other provision herein to the contrary, if the Developer determines not to construct or complete any buildings on the Site, including without limitation, the building identified as "Building 4" on Exhibit "D", or otherwise elects to delay the construction or completion of such buildings, then Section 4.7 of this Agreement will apply.

4.2 Grading of Property.

4.2.1 The Developer shall commit to grading of the site for the purpose of creating building pads for light manufacturing facilities or other uses consistent with the M-1 Zone. The Developer shall receive a certain portion of the cost of Grading the Site as defined in this Agreement, in accordance with Article III, Section 3.1 of this Agreement. The Developer shall agree to record a Trust Deed against the property as Security in accordance with Section 4.8 of this Agreement.

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 site through the development process.

4.4 Costs. Developer and Agency understand and agree that the costs indicated in this Agreement and specifically contained in Exhibit "B", are estimates. However, The estimates in Exhibit "B" may only be increased to reflect the actual increased costs once the improvements are completed and only if the Agency agrees to provide funding above $2,272,853 as identified. If the Developer wishes to request any funding from the Agency over and above the $2,272,853 identified in Exhibit "B", the Developer shall make an official request in writing to the Agency and such request shall require an Amendment to this Agreement which the Agency shall not be obligated to approve. Any reimbursement to the Developer over and above Up-Front Cash Incentive by the Agency shall only be paid after the Agency has been fully reimbursed for all Up-Front Cash Incentive paid to the Developer, and shall only come from tax increment created by this Project and this Site and only after the Agency has collected payment of said tax increment through Davis County. Developer agrees to pay the estimated costs and any difference between the estimated cost and the actual costs of construction.

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

4.6 Reimbursement to Developer. Tax increment is collected based on property valuations which are assessed each January 1 of the calendar year property tax is to be paid. Tax increment is distributed to the Agency in the spring of the year following the first year tax is collected, and every year after until the redevelopment area expires (year 2035). The Developer acknowledges that full increment cannot be collected as projected (Exhibit "F") unless a building is complete before January 1 of the first year tax increment is collected as identified. In order to qualify for Tax Increment reimbursement described in Sections 3.2 and 3.2.1 above, Developer agrees that it must construct the before mentioned buildings before January 1 of the year property tax is owed. Tax increment will first be applied to the Agency to fully compensate for any Up-Front Cash Incentive paid in accordance with Section 3.1 of this Agreement. Tax increment collected by the Agency, over and above any Up-Front Cash Incentive provided by the Agency pursuant to Article III, Section 3.2 of this Agreement, is qualified to be considered for reimbursement based upon actual buildings constructed, actual property taxes paid that are collected by the Agency, and in accordance with the TIIM attached to this Agreement as Exhibit "E".

4.7 Tax Increment Owed by Developer and/or its Successors and Assigns. If the Agency has paid the Developer any Up-Front Cash Incentive in accordance to Article III, Section 3.1 of this Agreement, and if the Agency has not been fully reimbursed either (i) through the receipt of Tax Increment revenues therefor or (ii) by Developer or its successors and assigns, for any reason, including without limitation, because the Developer chooses not to construct or complete any buildings or to delay the same for any reason, then the Developer (and/or its successors and assigns) shall agree to reimburse the Agency. Reimbursement to the Agency shall be equal to the projected tax increment created by each structure not completed in accordance with Exhibit "F". Said reimbursement to the Agency shall begin within five (5) years from the projected completion date as identified in Exhibit "D". The Developer shall agree to fully reimburse the Agency all projected tax increment for each structure not completed in accordance with Exhibit "D" no later than ten (10) years from the date each structure is projected to be completed, or no later than December 31, 2035, whichever comes first. The Developer is not obligated to pay the Agency any amount above the Up-Front Cash Incentive paid by the Agency, minus any amount the Agency collected through Tax Increment revenue or payments by Developer and/or its successors and assigns following the execution of this Agreement.

4.7.1 Tax Increment Acknowledgement. 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 may reduce the amount of tax increment the Agency may reimburse to the Developer. Developer acknowledges through this Agreement that the Developer may not be eligible to receive any tax increment funding above the Up-Front Cash Incentive if the Developer fails to perform in accordance with the proposed Construction Schedule (Exhibit "D").

4.8 Security – Trust Deed. In order to receive any Up-Front Cash Incentive from the Agency as defined in Section 3.1 above, the Developer agrees to execute the Note and record the Trust Deed against the Site prior to payment and in favor of the Agency which shall remain in effect until the full amount of the Up-Front Cash Incentive has been fully reimbursed to the Agency either through Tax Increment collected on an annual basis by the Agency through Davis County, or by the Developer and/or its successors and assigns, as applicable. The Trust Deed and the lien of the Trust Deed shall be automatically subordinate to (i) liens granted in connection with any and all construction financing, and the documents evidencing the same; (ii) the lien to be granted in favor of First National Bank Alaska pursuant to that certain Construction Mortgage in favor of First National Bank Alaska, dated August 3, 2021, and recorded in Book 7822, Page 2490-2496, Davis County, Utah, and any term or other refinancing thereof with First National Bank Alaska; and (iii) so long as the lien of the Trust Deed remains in or otherwise will have a first lien position on a portion of the Site that has a then assessed value equal to or in excess of the balance of the Up-Front Cash Incentive (the "Key Trust Deed Lot"), then the Trust Deed and the lien of the Trust Deed will be subordinate to any and all other liens granted in connection with construction financing, acquisition financing or term loan financing, and the documents evidencing the same, on any other portion of the Site other than the Key Trust Deed Lot, in all cases whether such liens are currently granted (and the applicable documents are recorded) or will be granted after the date hereof (and the applicable documents will be recorded after the Trust Deed is recorded). The Agency agrees to execute any and all agreements reasonably requested by Developer, any purchasers, and any of their respective lenders, to further evidence or effectuate the subordination of the Trust Deed.

4.8.1 Notwithstanding the foregoing, the Agency and the Developer agree that, if any portion of the Site is sold, conveyed or transferred to another party (a "Sale"), with such portion being referred to as the "Sold Site," then unless the Agency is otherwise fully reimbursed for the balance of all Up-Front Cash Incentive funding paid by the Agency or the Parties identify a Key Trust Deed Lot to serve as the sole security for the Note (in which case the Key Trust Deed Lot will be the sole security and the Trust Deed will be promptly

released on all other portions of the Site), the Trust Deed shall remain an encumbrance on the entire Site, including the Sold Site; provided, however, that the amount of the obligations secured by the Trust Deed with respect to the Sold Site and the remaining portion of the Site excluding the Sold Site, with such portion being referred to as the "Retained Site," shall be bifurcated and allocated to the Sold Site and the Retained Site, respectively, on a pro rata basis, calculated by dividing the square footage that the Sold Site and the Retained Site individually bear to the aggregate square footage of the Site. In such case, the Agency agrees to amend the Note and release the Trust Deed as an encumbrance against the Sold Site or the Retained Site, as applicable, upon reimbursement of the applicable pro rata obligation outstanding at the time of the Sale, whether through the receipt of Tax Increment revenue or payments by the owner of the Retained Site or the Sold Site, as applicable. The terms of this provision shall apply to additional sales of any portion of the Retained Site.

4.8.2 The Agency agrees to amend the Note and process the release of the Trust Deed along with any and all associated liens or encumbrances applicable to the Site or applicable portion thereof to the Developer and/or its successors and assigns immediately upon the agreement of the Parties as to Key Trust Deed Lot or reimbursement of all Up-Front Cash Incentive paid by the Agency applicable to the Site or applicable portion of the Site, and in the case of reimbursements, so long as the Agency has been given at least ten (10) days prior written notice of the impending receipt of the applicable reimbursement, or if the reimbursement has occurred through the receipt of Tax Increment revenue, then within thirty (30) days after receipt.

4.9 Master Plan. The Developer shall prepare a Conceptual Master Plan generally reflecting the proposed development of the Site. Once the Conceptual Master Plan is accepted by the Parties, it shall be executed and considered part of this Agreement. This Plan may be amended by the Developer to the extent that said amendments are consistent with the objectives of this Agreement and the City's ordinances and regulations.

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 development of the Site, according to the terms of this Agreement and in accordance with the "Construction Schedule" attached to this Agreement as Exhibit "D". Each phase or completed portion of the project must independently meet the requirements of this Agreement and the City's ordinances and regulations, such that it will stand alone, if no further work takes place on the project.

5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of 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.

5.4 Incorporation of Exhibits by Reference. All Exhibits to this Agreement, attached hereto, are incorporated into this Agreement as a part hereof, according to this reference.

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, the 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 of any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

6.4 Rights of Developer. In the event of a default by 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 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 hereunder, as if the assignee were the original signatory hereto. Developer agrees 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 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 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: JL Ventures, LLC
P.O. Box 202845
813 D Street, Suite 200
Anchorage, Alaska 99520-2845
907-279-8068

To City: LAYTON CITY CORPORATION
437 North Wasatch Drive
Layton, Utah 84041
Attn: Alex R. Jensen, City Manager
801-336-3800; 801-336-3811 (FAX)

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 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. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

7.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

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

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

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

7.8.3 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.

7.9 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.

7.10 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

LAYTON CITY CORPORATION,

By: _____
JOY PETRO, Mayor

ATTEST:

_____
KIMBERLY S REID, City Recorder

APPROVED AS TO FORM:

_____
GARY CRANE, City Attorney

REDEVELOPMENT AGENCY OF LAYTON CITY,

By: _____
JOY PETRO, Chair

JL VENTURES, LLC

By: _____
LEONARD B. HYDE
Its: Managing Member

State of Alaska)
) ss.
Third Judicial District)

The forgoing instrument was acknowledged before me this _____day of _____, 2021 by Leonard B. Hyde, Managing Member of JL Ventures, LLC, an Alaska limited liability company.

_____
NOTARY PUBLIC in and for Alaska
My Commission expires: _____

EXHIBIT A

THE SITE

3675 N FAIRFIELD RD LAYTON, UTAH 84041

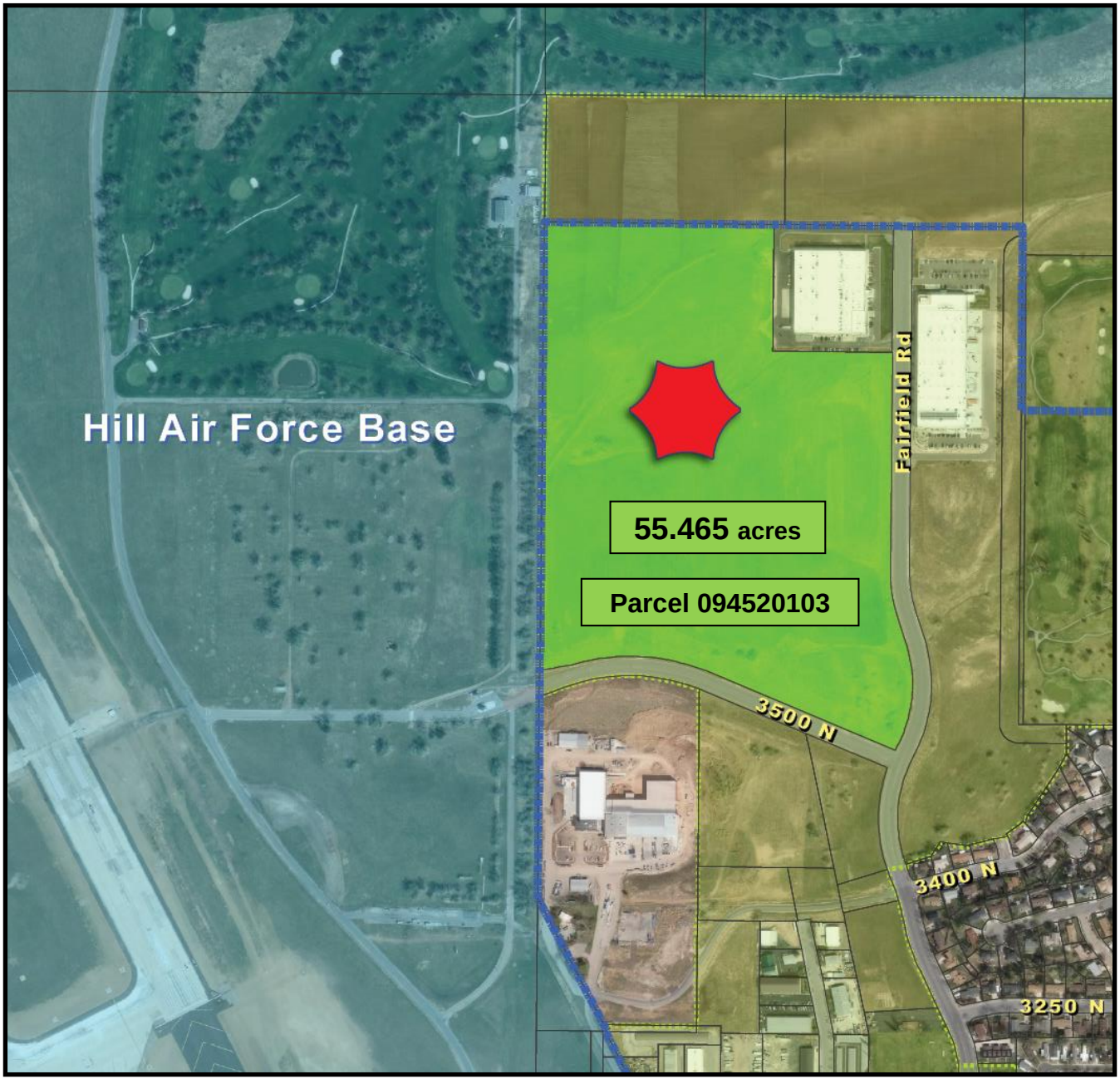


EXHIBIT B

ESTIMATED COST OF GRADING THE SITE

SCOPE OF WORK	QUANTITY	UOM	COST	TOTAL
Site Grading - Option 1 (Leave Gas Line in Place) - Selected and Included in Totals Below				
Mobilization and Supervision	1.0	ls	$50,000	$50,000
Clear and Grub - Stockpile Topsoil	46,530.0	cy	$2	$93,060
Cut and Fill	251,750.0	cy	$4	$956,650
Cut and Haul Off	66,490.0	cy	$13	$831,125
Topsoil as Fill	46,530.0	cy	$5	$221,018
Street Sweeping	1.0	ls	$85,000	$85,000
Erosion Control Installation	1.0	ls	$36,000	$36,000
Site Work - Option 1 Subtotal	**2,611,311.0**	**sf**	**$ 0.87 / sf**	$2,272,853

EXHIBIT C

GRADING PLAN DRAWING (and PRELIMINARY SITE PLAN)

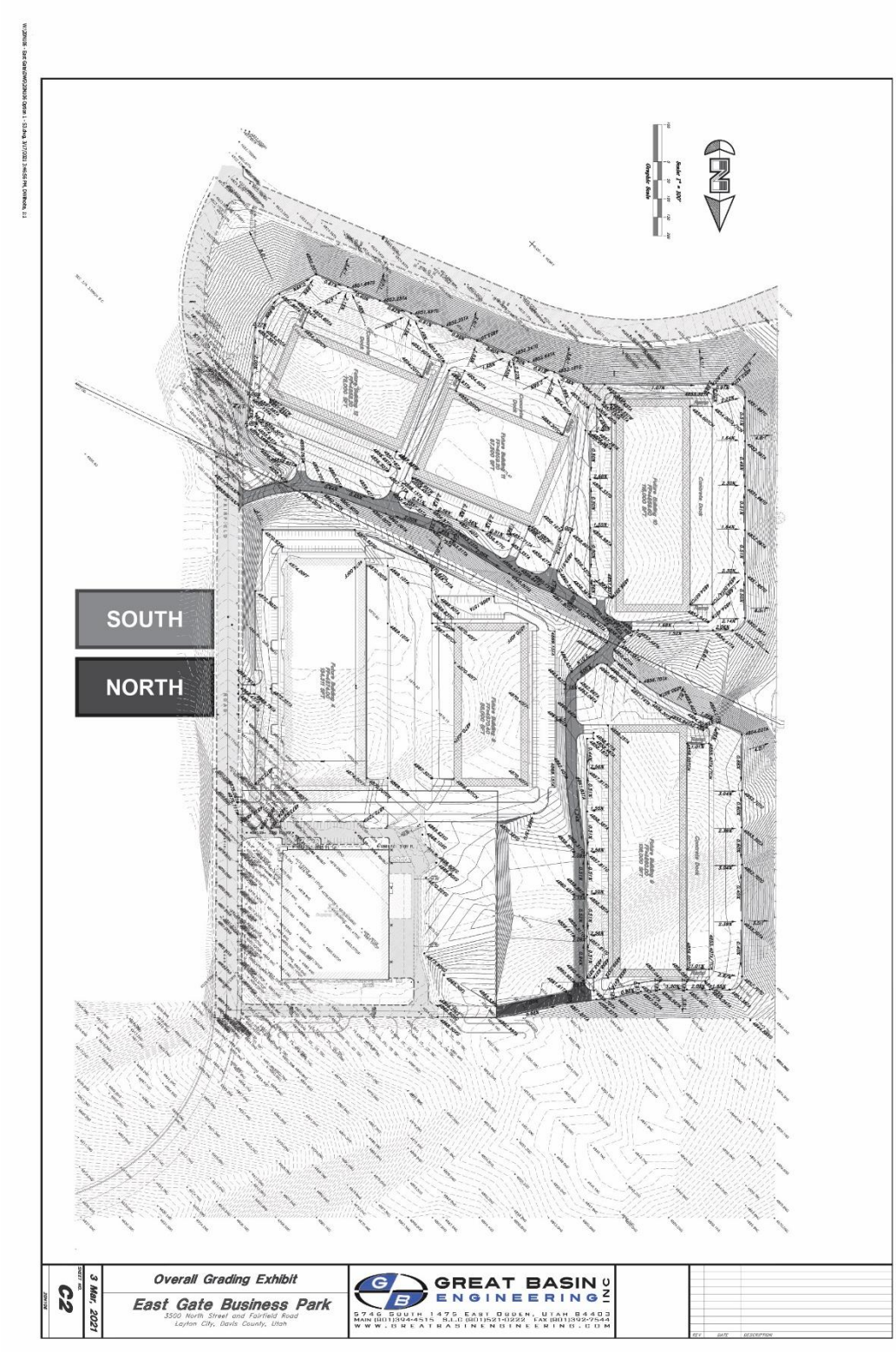


EXHIBIT D

CONSTRUCTION SCHEDULE AND PROJECTED CAPITAL INVESTMENT

	Building		Building Sq. Ft.	Start Date	Completion Date	Estimated CAPX
a.	Building	4	130,000	January 1, 2022	December 31, 2022	$ 10,073,325
b.	Building	8	80,000	January 2, 2023	December 31, 2023	$ 6,600,000
c.	Building	9	130,000	January 3, 2024	December 31, 2024	$ 10,200,000
d.	Building	10	100,000	January 4, 2025	December 31, 2025	$ 8,625,000
e.	Building	11	80,000	January 5, 2026	December 31, 2026	$ 6,562,500
f.	Building	12	70,000	January 6, 2027	December 31, 2027	$ 5,850,000

EXHIBIT E

TAX INCREMENT INCENTIVE MATRIX

JL Properties Development 2021 Tax Increment Incentive Matrix	Bldg Sq. Ft.	Min. # of Employees	% of Increment	Permitting Incentive Considered	% Permit Incentive	Min. # of Employees	% of Increment	Permitting Incentive Considered	% Permit Incentive	Min. # of Employees	% of Increment	Permitting Incentive Considered	% Permit Incentive	Min. # of Employees	% of Increment	Permitting Incentive Considered	% Permit Incentive
INDUSTRY																	
Prime[1] Contractor for HAFB	5,000	5	100%	Yes	100%												
Prime[1] Subcontractor for Hill AFB or the United States Air Force	10,000	5	100%	Yes	100%												
Prime[1] Subcontractor for the U.S. Military outside of USAF	15,000	5	100%	Yes	100%												
Subprime[1] Contractor for HAFB	10,000	5	100%	Yes	100%												
Subprime[2] Subcontractor for HAFB	15,000	5	100%	Yes	100%												
Subprime[2] Subcontractor for U.S. Air Force	20,000	5	100%	Yes	100%												
PRIMARILY DEPARTMENT OF DEFENSE RELATED IN THE FOLLOWING INDUSTRIES: Aerospace/Aeronautics, Composites/Advanced Materials, Electronics Research & Development3, Electronics, Electronic Equipment Manufacturing[3], Software, Software Programming, Scientific Research, Design or Development, Weapons systems, ammunition, or similar[4], High-Tech Manufacturing[5], Medical Equipment Research & Prototype Development, Energy Harvesting and Distribution Research & Development[6], Machining/CNC, Part Reproduction or related	25,000	30	100%	Yes	100%	25	95%	Yes	100%	20	90%	Yes	100%	10	85%	Yes	50%
PRIMARILY NON-DEPARTMENT OF DEFENSE RELATED IN THE FOLLOWING INDUSTRIES: Aerospace/Aeronautics, Composites/Advanced Materials, Electronics Research & Development[3], Electronics, Electronic Equipment Manufacturing[3], Software, Software Programming, Scientific Research, Design or Development, Weapons systems, ammunition, or similar[4], High-Tech Manufacturing[5], Medical Equipment Research & Prototype Development, Energy Harvesting and Distribution Research & Development[6], Machining/CNC, Part Reproduction or related	40,000	50	90%	Yes	90%	40	85%	Yes	90%	30	80%	No	90%	20	75%	No	90%
NON-DEPARTMENT OF DEFENSE RELATED IN THE FOLLOWING INDUSTRIES WHERE A **MAJORITY OF PRODUCT SUPPORTS A LAYTON BUSINESS**: Aerospace/Aeronautics, Composites/Advanced Materials, Electronics Research & Development[3], Electronics, Electronic Equipment Manufacturing[3], Software, Software Programming, Scientific Research, Design or Development, Weapons systems, ammunition, or similar[4], High-Tech Manufacturing[5], Medical Equipment Research & Prototype Development, Energy Harvesting and Distribution Research & Development[6], Machining/CNC, Part Reproduction or related	50,000	75	85%	Yes	85%	60	75%	Yes	85%	45	65%	No	85%	30	55%	No	85%
NON-DEPARTMENT OF DEFENSE RELATED IN THE FOLLOWING INDUSTRIES WHERE A **MAJORITY OF PRODUCT EXPORTED OUT OF DAVIS COUNTY**: Aerospace/Aeronautics, Composites/Advanced Materials, Electronics Research & Development[3], Electronics, Electronic Equipment Manufacturing[3], Software, Software Programming, Scientific Research, Design or Development, Weapons systems, ammunition, or similar[4], High-Tech Manufacturing[5], Medical Equipment Research & Prototype Development, Energy Harvesting and Distribution Research & Development[6], Machining/CNC, Part Reproduction or related	100,000	100	80%	No	0%	90	70%	No	0%	80	60%	No	0%	70	50%	No	0%

All buildings or their uses may not: Produce glare, attract wildlife, emit frequencies, magnetic properties, or similar objects negative to Hill AFB operations, emit smoke or similar, or anything that may negatively effect Hill AFB flight or Base operations.

[1]Prime Conctactor: any individual, firm, corporation, partnership, association, or other legal non-Federal entity that enters into a contract directly with the DOD to provide a Department of Defense solicited product

[2]Subprime Contractor: any individual, firm, corporation, partnership, association, or other legal non-Federal entity that enters into a contract directly with a 'Prime Contractor' to assist the Prime Contractor as a subcontractor, for the purpose of producing a product, or portion of a product, under contract with the Department of Defense.

[3]Any electronic output or object that creates; noise, wavelength, frequency, or other interference may not disrupt or otherwise be detected by aircraft operated at Hill Air Force Base whether on the ground or in flight. All electronic research must be approved by Hill AFB before it may commence its process.

[4]Above grade weapons testing is not permitted. Any weapons testing impacts including noise, smoke, vibration, smells, chemicals, may not extend beyond the footprint of the building the testing is taking place.

[5]Areospace, Advanced Materials, Outdoor Sports/Recreation, Weapons/Ammunition or similar, Drone, Energy Harvesting/Distribution Systems

[6]Energy related companies are limited to research and product design only

PRIMARILY DEPARTMENT OF DEFENSE RELATED means: More than 50% of company product is directly related to a Department of Defense mission

PRIMARILY NON-DEPARTMENT OF DEFENSE RELATED means: A product is developed for Department of Defense, however less than 50% of company product is directly related to a Department of Defense mission

EXHIBIT F

TAX INCREMENT PROJECTIONS

JL Properties Parcel 093830103	2021	2022	2023	2024	2025	2026	2027	2028
Real Property Tax Rate	0.01236600	0.01236600	0.01236600	0.01236600	0.01236600	0.00469600	0.00469600	0.00469600
Existing	$0	$0	$0	$0	$0	$0	$0	$0
Building 1			$10,073,325	$10,073,325	$10,073,325	$10,073,325	$10,073,325	$10,073,325
Building 2				$6,600,000	$6,600,000	$6,600,000	$6,600,000	$6,600,000
Building 3					$10,200,000	$10,200,000	$10,200,000	$10,200,000
Building 4						$8,625,000	$8,625,000	$8,625,000
Building 5							$6,562,500	$6,562,500
Building 6								$5,850,000
	$0	**$0**	**$10,073,325**	**$16,673,325**	**$26,873,325**	**$35,498,325**	**$42,060,825**	**$47,910,825**
	90%	90%	90%	90%	90%	90%	90%	90%
	$0	$0	$9,065,993	$15,005,993	$24,185,993	$31,948,493	$37,854,743	$43,119,743
	$0	**$0**	**$112,110**	**$185,564**	**$299,084**	**$150,030**	**$177,766**	**$202,490**

2029	2030	2031	2032	2033	2034	2035	2036	
0.00469600	0.00469600	0.00469600	0.00469600	0.00469600	0.00469600	0.00469600		
$0	$0	$0	$0	$0	$0	$0		
$10,073,325	$10,073,325	$10,073,325	$10,073,325	$10,073,325	$10,073,325	$10,073,325		
$6,600,000	$6,600,000	$6,600,000	$6,600,000	$6,600,000	$6,600,000	$6,600,000		
$10,200,000	$10,200,000	$10,200,000	$10,200,000	$10,200,000	$10,200,000	$10,200,000		
$8,625,000	$8,625,000	$8,625,000	$8,625,000	$8,625,000	$8,625,000	$8,625,000		
$6,562,500	$6,562,500	$6,562,500	$6,562,500	$6,562,500	$6,562,500	$6,562,500		
$5,850,000	$5,850,000	$5,850,000	$5,850,000	$5,850,000	$5,850,000	$5,850,000		
$47,910,825	**$47,910,825**	**$47,910,825**	**$47,910,825**	**$47,910,825**	**$47,910,825**	**$47,910,825**		
90%	90%	90%	90%	90%	90%	90%		
$43,119,743	$43,119,743	$43,119,743	$43,119,743	$43,119,743	$43,119,743	$43,119,743		
$202,490	**$202,490**	**$202,490**	**$202,490**	**$202,490**	**$202,490**	**$202,490**		**$2,544,477**

EXHIBIT G

TRUST DEED

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

All-Inclusive Trust Deed

THIS ALL-INCLUSIVE TRUST DEED made this ____ day of _____, 20__, btween _____, as TRUSTOR, whose address is _____, as TRUSTEE* and _____, as BENEFICIARY,

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in _____ County, State of Utah:

ALL OF LOT 103, EAST GATE BUSINESS PARK SUBDIVISION 1ST AMENDMENT. CONT. 55.46500 ACRES.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, and issues, profits, income tenements, hereditaments, privileges and appurtenances hereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by an All-inclusive Promissory Note (hereinafter the "Note") of even date herewith, in the principal sum of $_____ made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a Promissory Note or Notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.
The Promissory Note(s) secured by said Trust Deed(s) is (are) hereinafter referred to as the "Senior Note(s),” shall not be subordinate to any other encumbrance, except for a construction loan for construction upon the property described above. This Trust Deed may be bifurcated and amended by agreement of the parties in the event portions of the property identified above, that are subject to the Promissory Note and this Trust Deed are sold.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep said property in good condition and repair; to comply with all laws. and restrictions affecting said property; not to commit or permit waste thereof; not to commit. suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:
    a. to commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary; and
    b. to allow Beneficiary to inspect said property at all times during construction.
2. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.
3. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss. and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

4. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

5. To appear in and defend any action or proceeding purporting to affect the security thereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

6. To pay all taxes, insurance and assessments of every kind or nature.

7. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance. charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay reasonable legal fees.

8. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate borne by the principal balance under the Note until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note of endorsement (in case of full Reconveyance, for cancellation and retention). without affecting the liability of any persons for the payment of the indebtedness secured hereby. Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) recovery. without warranty, all or any part of said property. The grantee in any Reconveyance may be described as "the person

or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damages of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

13. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default. Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof. and Trustee shall file such notice for record in each county wherein said property or some part of parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

14. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale. either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided. if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold. but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the trustfulness thereof. Any person, including Beneficiary, may bid at the same. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the evidence of title procured in connection with such sale; (2) all sums expended under the terms hereof. not then repaid. with accrued interest at the rate borne by the principal balance under the Note from date of expenditure; (3) all other sums then secured hereby; and (5) the remainder. if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

15. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

16. Beneficiary may appoint a Successor Trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part hereof is situated, a substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all powers, duties, authority and title of the Trustee named herein or of any Successor Trustee. Each such substitution shalt be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

17. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, divisees. administrators, executors. successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder. including any pledgee, of the note secured hereby. In this Trust Deed, whenever the contest requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

18. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor. Beneficiary, or Trustee shall be a party, unless brought by Trustee.
19. This Trust Deed shall be construed according to the laws of the State of Utah.
20. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

Signature of Trustor

_____

_____

_____

_____

(If Trustor an Individual)

STATE OF UTAH

ss.

COUNTY OF _____

On the _____day of _____, 20___ personally appeared before me _____, the signer(s) of the above instrument, who duly acknowledged to me that they executed the same.

_____

My Commission Expires:

NOTARY PUBLIC
Residing at:

_____

(If Trustor a Corporation)

STATE OF UTAH

SS.

COUNTY OF_____

On the_____ day of _____, 20___, personally appeared before me _____, who being by me duly sworn, says that he is the _____ of the corporation that executed the above and foregoing instrument end that said instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said _____ acknowledged to me that said corporation executed the same.

_____

NOTARY PUBLIC

My Commission Expires:

_____

REQUEST FOR FULL RECONVEYANCE

(To be used only when indebtedness secured hereby has been paid in full)

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Trust Deed. Said note, together with all other indebtedness secured by said Trust Deed has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Trust Deed, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Trust Deed delivered to you herewith, together with the said Trust Deed, and to reconvey, without warranty, to the parties designated by the terms of said Trust Deed, all of the estate now held by you thereunder.

DATED _____, 20____.

_____

_____

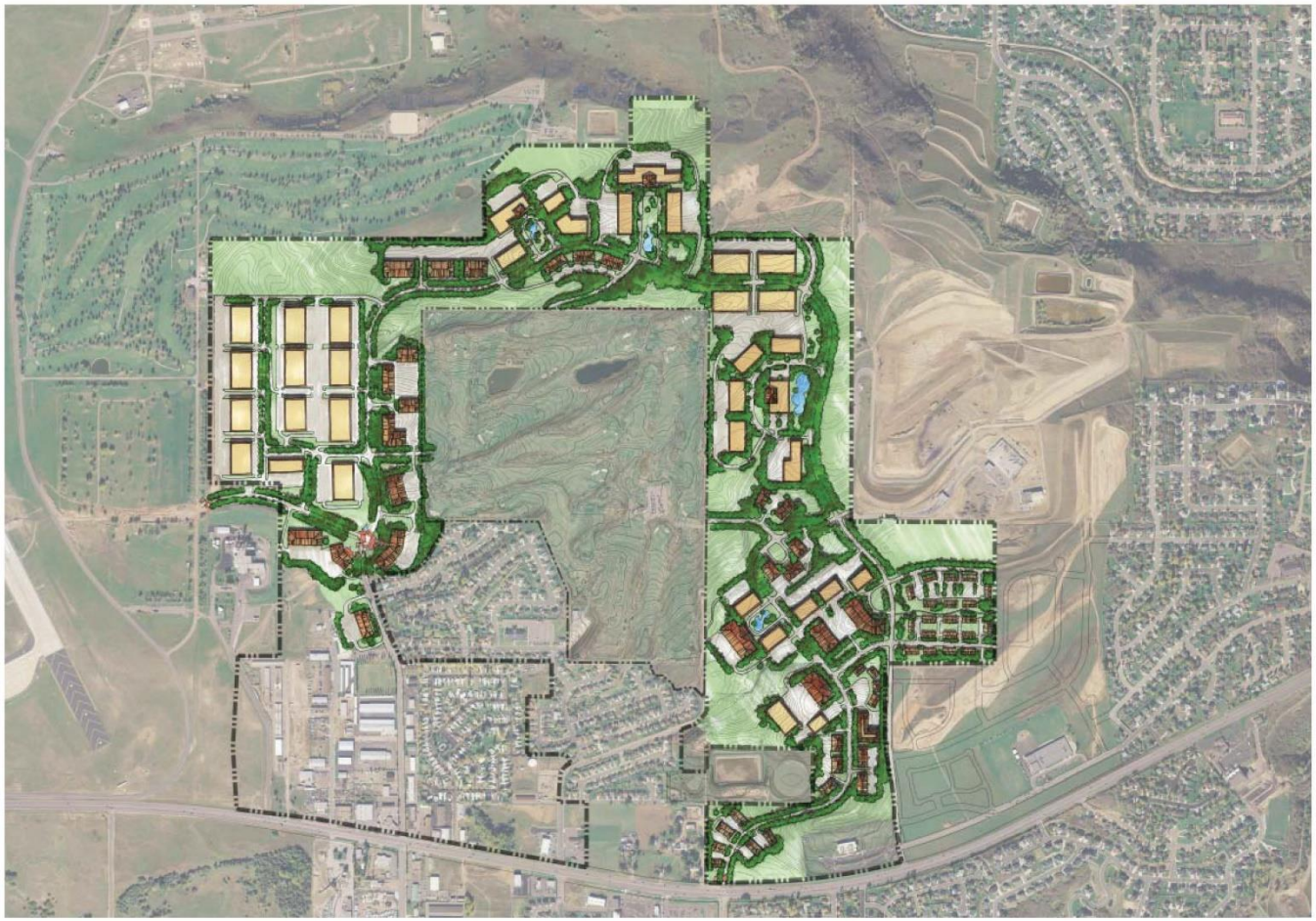
Mail reconveyance to _____.

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EXHIBIT H

DESIGN OVERLAY





East Gate Business Park - Illustrative Master Plan

Table of Contents

1.0 East Gate Business Park Design Guidelines 5
- 1.1 Overview
- 1.2 Use and Concept
- 1.3 Creating Identity
- 1.4 Creating Livability

2.0 Site & Landscape Guidelines 9
- 2.1 Landscape Planting
- 2.2 Hardscape
- 2.3 Open Space
- 2.4 Plaza Space
- 2.5 Parking & Auto Access
- 2.6 Lighting
- 2.7 Servicing
- 2.8 Irrigation
- 2.9 Storm water Management
- 2.10 Alternative energy

3.0 Circulation 19

4.0 Architectural Guidelines 21
- 4.1 Four Sided Architecture
- 4.2 Green Building & Sustainable Design
- 4.3 Windows
- 4.4 Commercial & Mixed-Use Standards
- 4.5 Manufacturing and Flex-space Buildings
- 4.6 Multi-family Residential Buildings

5.0 East Gate Design Review Committee 27
- 5.1 Purpose of the Design Review Committee
- 5.2 Membership & Organization
- 5.3 Amendment of the Design Guidelines
- 5.4 Non-Liability

6.0 Design Review Process 29
- 6.1 General Purpose of Design Review
- 6.2 Pre-Design Conference
- 6.3 Subsequent Changes
- 6.4 Notice to Comply
- 6.5 Notice of Completion
- 6.6 Right of Waiver
- 6.7 Non-Waiver, No Inadvertent Precedents
- 6.8 Declarant, Trustees & Committee Non-Liability

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1.0 East Gate Business Park Design Guidelines



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East Gate Business Park - Conceptual Land-use Plan

1.0 East Gate Business Park Design Guidelines

1.1 Overview

The objective of these design guidelines is to bring clarity to the issues which a prospective developer will need to address. The guidelines are meant to provide a standard to create quality with East Gate and should be adhered to beyond the minimal zoning requirements. Some flexibility is provided to allow developers and their designers the ability to be more creative in finding solutions. This flexibility should not be construed as a means to circumvent the intent of the guidelines. However, if the intent of the guideline may be met the plan reviewers should allow the applicant to move forward.

The design guidelines have been created to function as an exhibit beyond the overall planning documents aimed at guiding development in a direction which is consistent with the City of Layton's desires. These guidelines are specific to East Gate Business Park and are intended to identify and address the issues of importance to the City. The guidelines extend and customize the development standards which are established in the zoning ordinance documents. It is intended that this document will simplify and expedite the design and development process by bringing clarity to design issues.

These guidelines are to be used in the assessment of development applications within the East Gate Business Park. They should assist developers and consultants to establish a design rationale and to create improved plazas, open spaces and the general aesthetics associated with the business park. Although these guidelines are not intended for rigid application, they highlight considerations in design to maintain quality and to establish a clear design direction for the business park. These guidelines may be used by the City of Layton, developers and designers to create safe and useful outdoor spaces. By providing these spaces, economic vitality and value are added to East Gate.



Unique architecture helps give this space a special identity

These guidelines are divided into site, circulation, buildings and project identification. More detail is provided in each of these general categories

to address the specific vision for the East Gate Business Park.

1.2 Use and Concept

All elements of these guidelines require a program of use and a strong concept. Therefore, careful consideration should be given to all site elements' principal functions and to their relationship with the adjacent public realm (i.e. streets, pedestrian routes, and other open spaces), activities and architecture.

While some areas may act primarily as pedestrian nodes, others function best as important viewpoints or enhance the setting for a building. Each design should reinforce the character of their location. Although East Gate is a manufacturing facility care should be taken regarding how buildings, parking and delivery areas integrate into the master plan. Such amenities as trails, roads, sidewalks, open spaces and plazas should relate to these building facilities. Therefore, an understanding of the intent of the amenities should guide the direction of each development submission.

Consideration of building scale, massing and pedestrian movement and street scale are important to meet the vision of East Gate Business Park. The use of materials and circulation patterns are all essential in developing a use program and overall concept.

1.3 Creating Identity

Identity in this business park is important because it gives those who work and live in it a sense of ownership and therefore responsibility in its care. By creating a unique identity, East Gate Business Park can maintain a high level of upkeep and quality aesthetic for years to come.

Identity will be developed at East Gate Business Park through these design guidelines by setting high architectural and landscape standards while giving design professionals certain freedoms to be creative. Attributes that lead to unique business park identity include varied and custom architecture, respecting and enhancing the landscape, connections to and from locations on and off site, encouraging people to recreate outside through trails and open spaces as well as creating great civic gathering places.



Conceptual design of proposed entry at the Hill Air Force Base East Gate

Entries

The entries to East Gate Business Park will set the tone for the development's character. The main entries at Church Street, Fairfield and 17th should have grand iconic statements that reflect the character of East Gate Business Park through the use of creative and "eye-catching" visual forms. It should be a unique stylized piece of architecture which reflects the nature of the corpora-

tions located at East Gate. There should be enhanced ground plane materials used at the entries. This may include vehicular pavers in the street to brick and stone materials along the sidewalk. Seat walls and planters are also encouraged at the entries. Materials should blend with the surrounding streetscape. Softscape materials should include a formal layout of flowering trees along the streetscape punctuated with large specimen trees at the entry. Shrubs should employ clean simple lines. They should consist of two or three layers of a consistent plant material, with intermediate textural changes.

Enclosure

Enclosure, or 'Urban Rooms' as they are often called, help contribute to the distinctive character of an area while establishing a safe pedestrian environment. Enclosure is characterized by the pedestrian space between buildings and the street trees as well as the entire area between buildings along a thoroughfare. This enclosure creates a pedestrian scale and provides a feeling of enclosure.

To accomplish this enclosure along streets, at least 60% of the facade for all commercial and mixed-use structures shall be built to the minimum setback line of their respective lots on all street facing sides of the building.

1.4 Creating Livability

Safety

Spaces will not be used if they are perceived to be dangerous. Taking careful consideration to create a safe environment must be paramount in developing site plans. This consideration should include vehicular and pedestrian environments. In designing site plans regard must be given to the principles of designing for safety and Crime Prevention Through Environmental Design (CPTED). Regard should be given to principles of designing for safety such as defensible space, clear sightlines, good lighting and provision of alternate "escape" paths. Owners and designers should acknowledge the differences in use, ownership and responsibilities among manufacturing, office or residential uses in order to provide for a safe environment. Safety is addressed at the initial planning stages.

Accessibility

Public spaces should provide easy and direct access particularly for the elderly, disabled and young children. American Disability Act (ADA) shall be carefully considered paying particular attention to the intent of the ADA requirement and not just the letter of the law. Selection of surface materials should result in easy access for the elderly and disabled, and also discourage incompatible activities such as skateboarding. Placement of planters, permanent seating and handrails should further encourage easy wheelchair and pedestrian access, and seek to discourage the use of skateboards.

Defensible Space

Public spaces should afford good visual surveillance opportunities both from within the space and along the edges. People need to feel secure and will usually avoid dark hidden corners and vacant places. Public spaces should be designed to maximize opportunities for casual monitoring from its perimeter and abutting developments. Surveillance and overview from adjacent sidewalks, windows and roads are necessary safety considerations.

Lighting and Public Features

Good night time generalized lighting is important to enhance safety in a public space, particularly if it is a short cut to the trail system.

This includes appropriate street width and design, adequate lighting, comfortable and visible sidewalks, paths and trails, street buffers, appropriate 'eyes on the street' design, enclosure and ample public facilities like bike racks, benches and garbage cans.



Street lamps contribute to the visual experience a pedestrian has while moving through an area while providing light to help the area feel safer during evening hours.

2.0 Site & Landscape Guidelines



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2.0 Site and Landscape Guidelines

Site development is a key component of a quality environment. The use of planting, retaining walls and fences should be consistent with the development theme for East Gate. Lighting fixtures and poles along with fences, water features, retaining walls, paving and building materials should all reinforce the desired theme.

2.1 Landscape Planting

Objectives

Quality landscape design is not based on quantity but on well thought out concepts consistent with the overall design theme of East Gate Business Park. Tree lined streets are required on all public ways with medians provided at entrances to each building. Dedicated left turn lanes are required at the major entrance for each facility or at road intersections within the warehouse districts.
Trees along each street must remain consistent on a block. The major roads of Church Street, 17th street and Fairfield should have a single variety of trees. Residential streets should use a different variety of tree than the major roads.

The primary objectives of East Gate Business Park development is to enhance the built environment with interesting and site appropriate landscaping as follows:

1. Incorporate the natural landscape of the area into the design and built form of East Gate Business Park;
2. Establish a landscape that is sustainable to the greatest extent possible according to the regional specific climate, precipitation, and soils;
3. Create a landscape which is aesthetically pleasing;
4. Enhance the architecture through planting design and site landscape materials



Beautifully landscaped space with drought tolerant plants reducing the need for excessive irrigation.

Environmentally Sensitive Design

Landscape design today must recognize a new reality in environmental awareness. For example, wherever possible, permeable surfaces should be considered. Use of drought resistant plants may lessen dependency on irrigation. Selection of plant materials should be done with a mind to reduce use of chemical laden maintenance. A revised aesthetic may be in order. Seasonal change can be achieved by selecting a variety of flowering or colorful shrubs.

Visibility and Views

Good street-to-plaza-to-building visibility provides a smooth visual transition to developing an attractive space and defines whether these spaces are public or private. The well thought out plan enhances the owner or tenant's image and provides an overall appeal to visitors, employees and patrons of East Gate.
Good visibility can be achieved by the following:

- Arranging any walls and planting to not screen or block off the public areas. (However, parking lots should be screened from the street.)



Uniquely paved crossing signal to drivers that they are in a pedestrian zone and further enhance the pedestrian experience.

Each site plan should take advantage of short and long distant views of the Wasatch Mountains, Golf Courses, Great Salt Lake or Hill Air Force Base wherever possible. Each section will provide more specific detail relating to their function and design.

Connections

Each site plan submitted should consider their connection to adjacent uses to provide an opportunity to enhance the vitality of business and residential neighborhoods. In addition careful consideration must be taken on how the site plan relates to the interiors of buildings such as lobbies and entries. The intent of the connections is to provide for a

dynamic and coherent pedestrian environment as well as a functional manufacturing facility.
Connections can be achieved or reinforced using the following devices:

- Passages
- Bridges
- Steps/ramps
- Paving patterns
- Planting



A pedestrian bridge crosses over a storm water mitigation swale adding a nice feature to the landscape.

Drought Tolerant Landscaping

Willow Springs is located in a mountain valley desert and receives approximately 16 inches of precipitation a year. Most of the precipitation comes through winter snow. This means that most introduced landscaping will require irrigation during summer months when not utilizing drought tolerant species. Desert and drought tolerant planting can be very attractive when done correctly and can dramatically decrease the need for excessive watering.

When possible, private lot landscaping should utilize native and/or drought tolerant planting to minimize the need for excessive watering and create a unique aesthetic to the community.

Street Landscaping

Street landscaping at East Gate shall be dominated by large species trees spaced in an allee fashion along each side of each street. This will ultimately contribute to the feeling of enclosure along streets, slow traffic down, provide a buffer for pedestrians from traffic and shade street parking and sidewalks.

Any trees planted in boxes or grates, a permeable paver, different from the one used for sidewalks and plazas, must be used in the first two (2) feet behind the curb. This paver shall be of one variety by street and shall be



Large shade trees line this street making a better experience for vehicular and pedestrian traffic.

continuous. Trees shall be planted four (4) feet from the back of curb. Tree grates should be unique and interesting and shall be consistent throughout the entire development.

Along residential streets, trees shall be planted in at least eight (8) foot planting strips that have an understory of manicured grass or drought tolerant planting. These areas must be irrigated (when needed) and otherwise cared for by the owner of the lot it fronts to a degree that maintains the aesthetic integrity of the community.

Grading

The primary purposes of proper grading are to drain water away from buildings, prevent erosion and provide proper elevation transitions between buildings.

Grading should protect adjacent properties from flooding or undesirable surface drainage patterns. Existing drainage patterns of a site or quantity of water that drains onto adjacent properties will not be significantly altered, unless the changes are part of an overall drainage plan that includes adjacent properties and provisions are made to accommodate altered drainage patterns.

Although creating a warehouse facility in the rolling hills of East Gate is a challenge, care should be taken to minimize grading by locating buildings in areas that minimize grading. Using buildings to retain earth rather than retaining walls is encouraged.

Retaining Walls and Fences

Because of the topography of the site, retaining walls will likely be a feature at East Gate. All retaining walls within the public realm (anywhere in front of a building) shall be constructed out of brick or stone. These walls shall not be taller than three (3) feet when used. Where the retention needs to be taller than three (3) feet, walls shall be terraced.

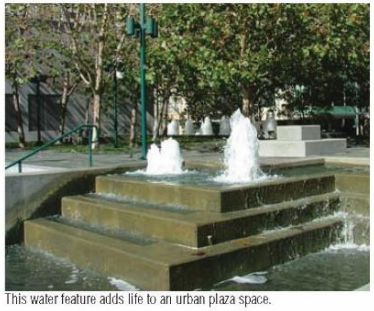
Fencing can be a great way to create a unique and rural character at East Gate when it is primarily used for decoration and not as a barrier between lots.

No fencing in the first layer of lots shall be taller than three (3) feet when used. Side and rear yard fencing should not be taller than five (5) feet. In no case shall fences anywhere on the lot be taller than six (6) feet.

All fencing must be constructed of a material relating to the primary building on the lot. This may include stone, brick, cast iron and/or wood materials.

Water Elements:

Water Features benefit both the visual environment and micro climate conditions. Psychologically, water features help users feel calm and relaxed. Water features can aide to drown out any unwanted noises if implemented properly.



This water feature adds life to an urban plaza space.

When water evaporates, it cools the air around it. By locating large water features in key areas of the site, temperatures can be altered to benefit its immediate surroundings.

Water features should be located where they will have the greatest impact. Ideal locations should include main entrances to the business park, entrances to enclaves, building entrances and areas of high pedestrian traffic.

2.2 Hardscape

Materials

The horizontal plane is a critical element in establishing a quality environment. The use of paving patterns, color changes, and texture are encouraged. Asphalt should be used judiciously except in public streets, in order to decrease long term maintenance requirements. Paving materials must be durable but at the same time considerate of the impact these materials have on drainage. The use of porous pavement is encouraged in appropriate locations. The following paving material list shall be applicable to all paving related to sidewalks, plazas, street crossings, trails and passages. Permitted paving materials for these purposes include any stone, concrete paver, concrete, crushed gravel, TREX or wood. TREX and wood materials shall be limited to raised walkways.



Changes in paving materials help define spaces and uses.

2.3 Open Space

Adequate park space is an essential feature of a successful development. Parks offer users an outdoor setting where they can promote a healthy lifestyle. Open or Civic spaces also contribute to the value of a development. East Gate Business Park will offer park and public spaces which will not only contribute to the aesthetics of the park but also to the value of those who live and work here.

2.4 Plaza Spaces

In addition to the public space design recommendations, plazas require specific attention to sunlight and shade, spatial variety, seating, detailing and materials, wind and noise.

Sunlight and Shade

Exposure to direct sunlight is important for many people in winter and shoulder seasons. Warmth and sunshine are major user attractions in the cooler seasons. Sun paths, sun altitudes and shadow patterns in the plaza should be examined for all seasons, particularly the spring and autumn. Sunlight is particularly valued at lunch time in commercial and business areas.



Spaces which offer users to sit in sun or shade are most effective.

Sunlight can be maximized by:

- locating seating in areas of maximum sunlight (southern to south-western exposure)
- creating sun traps - areas surrounded by walls with an orientation toward the south (walls should not block plaza/ street visibility)
- Utilizing reflective light surfaces (if no direct sunlight is available)

Shade structures are encouraged to provide refuge from the intense sun in summer. Sun and rain protection can be achieved with the following devices:

- Canopies
- Awnings
- Shelters
- Trellises

Spatial Variety

Unless there is a specific symbolic or functional desire to accommodate large scale activities, large open spaces should be spatially defined into smaller, more easily identifiable and relatable areas. These smaller areas facilitate orientation and territory definition. People commonly gather at articulated edges in or around a plaza. A distinct sense of place can be achieved, in part, by defining edges and establishing a sense of enclosure through the use of canopies, trees, arcades and trellises.



This overhead structure provides protection from the elements and a space where people can congregate.

Seating

Good seating is important to plaza users. Without it, fewer people will stop to use a space. There are four major points to remember when planning seating:

Ample Seating

- Maximize opportunities for sitting: walls, steps, planters, pool edges, lawns.



Sitting space has been created outside retail shops along a public sidewalk.

Choice of Sitting Location

- Locate seating toward street, oriented to a view, near building entrances, next to attractions/ amenities, in shade, in sun

Variety of Seating Types

- In groups/couples/alone
- Fixed and moveable
- Disabled accessible

Comfortable Seating

- Provide contoured seating, preferably with a back and armrest

Detailing and Materials

Plazas which are built of high quality durable materials, which reflect thoughtful detailing consistent or compatible with the development's architectural language, and which acknowledge the practical considerations of drainage, non-slip paving, disabled access and easy maintenance are successful. Quality detailing implies attention to jointing, building and street edges, and technically correct construction techniques.

Plants used should be of the highest quality and in sufficient quantity and of sufficient scale to make an impact. Plantings should be selected and located so that their functional and aesthetic qualities can be maximized. Incorporation of proper irrigation design and adequate drainage will help to assure their survival and best possible appearance over time.

- Utilize planting, low walls and canopies for wind deflection.

Wind

The areas around Weber Canyon are subject to winds throughout the year. Although generally these winds subside in the mid-day, care should be taken to provide refuge in plazas from these winds. Understanding the wind pattern will extend the outdoor seasonal use of plazas. Wherever possible, protection should be offered from these canyon winds.

Wind reduction can be achieved by the following measures:

- avoid large, open, unprotected areas
- avoid wind funnels (narrow openings between buildings with orientation toward Weber Canyon)

Noise

High levels of traffic, air force jets, industrial and other ambient noises detract from the enjoyment of a plaza. Where possible, plazas should be located to take advantage of buildings and natural noise buffers to minimize noise impacts. Also, noise can be partially mitigated by detracting attention from the noise source through the introduction of elements such as fountains or waterfalls.



This water feature effectively blocks noise from competing elements.

2.5 Parking and Auto Access

Surface (at-grade) Parking

Parking and auto access is a delicate process that needs to be done correctly to ensure that the pedestrian environment is not negatively impacted at the cost of providing car access.

Surface parking lots shall whenever possible be placed behind buildings out of view from streets. Where this is not possible, parking lots shall be screened with a four (4) foot brick or stone wall or a hedge pruned to four (4) feet tall on all street facing sides. A row of trees that matches the street tree being used on the adjacent street shall also be planted next to the wall or hedge in an allee fashion.

Parking lots over 1/2 acre (21,780 sq/ft) shall include planting strips, no less than five (5) feet wide, with trees planted at least every third parking stall. Landscape strips shall be placed in every other parking lane increments. Trees in these planting strips shall be a species conducive to the smaller landscape strip and selected from the approved tree list.

Planting strips in parking lots should be drip irrigated to avoid excessive water runoff in parking areas and to avoid spraying cars.

Parking Entries

Parking entries should be integrated into building design or massing to the greatest extent possible. Parking entries to parking lots shall be raised to the level of the sidewalk where the two intersect. Each parking entry shall include a sign explaining the use(s) associated with that particular lot. Parking entries and lanes shall be no wider than 24 feet when two-way or 12 feet when one-way.

Structured Parking

If structured parking is used at East Gate Business Park, it shall be designed to look similar to the building(s) it serves. If structured parking is used it shall not exceed two (2) above grade levels and shall be set back from the ROW line at least eight (8) feet. It shall also be appropriately landscaped on sides facing the public realm.

All parking shall be appropriately lit with lighting that is motion censored after business hours and limits the amount of light pollution produced. Cobra head fixtures shall not be permitted anywhere at East Gate Business Park. Lighting fixtures in parking lots shall not exceed 15 feet.

2.6 Lighting

Lighting

Any commercial lighting used shall not produce direct light pollution except where it is used to light signage. All commercial lighting regardless of its function shall be turned off after business hours.

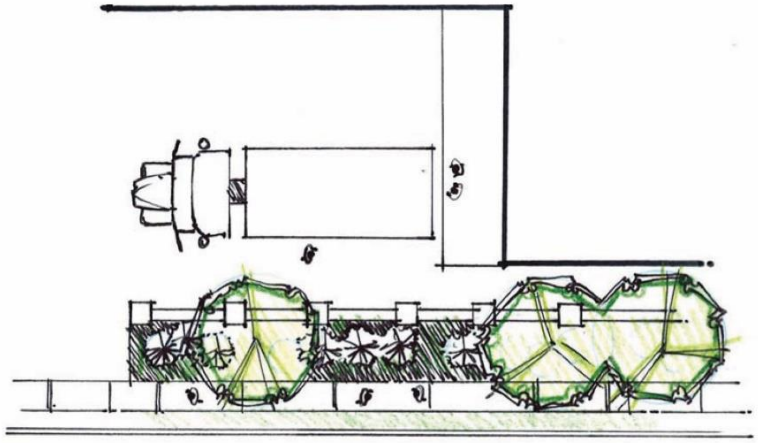
All street lighting shall be motion detected after midnight. Street lights shall be of one consistent variety by street. All street lights shall be spaced roughly 20 feet apart. All streets shall have street lighting in the form of pedestrian scaled street lamps no taller than 10 feet. Street lamps shall be a design that minimizes the amount of light pollution created.

Civic Spaces shall be lit during night-time hours especially along trails to maintain them as healthy and safe places to visit. Trail lighting shall be done with fixtures no taller than three (3) feet and spaced no more than every six (6) feet. Trails should be lit so as to create a continuously lit path. Lighting for recreational facilities shall be switch activated and only be on when in use.

All street, alley and parking lot lighting shall be motion detected



The lighting in this plaza provides safety and aesthetics making it a place where people will feel comfortable congregating.



A loading dock which provides the needed amenities but remains screened from the public with a wall and landscaping.

after midnight. Civic Spaces shall be appropriately lit during night-time to maintain the safety of those using the space. Passages should be lit to create a continuously lit path.

Street lighting fixtures at East Gate shall be of one consistent design throughout each district. Heights may vary but all fixtures shall look the same. Street lighting fixtures shall be spaced in at least 35 foot increments except in the Neighborhood Center where fixtures should be at least every 25 feet.

2.7 Servicing

Loading and Delivery Areas

Loading zones or docks shall be located in service areas off the street and concealed from public view. Where possible, service bays are to be located within the building or parking structure.

Loading spaces should have a solid roof covering to avoid noise and visual impacts from above. Negative impacts should be avoided through appropriate height, lighting, painting and finishes and screening.

If exterior service bays are necessary, locations visible to residences or commercial businesses should be avoided. All loading, utility and trash service areas shall be screened with appropriate landscaping or a decorative wall brick or stone wall.

All maneuvering of service vehicles must be within property boundaries wherever possible.

Trash Collection and Utilities

Enclosed trash storage and recycling rooms shall be provided in shared spaces to reduce the impact and need of excessive trash storage facilities. All trash containers shall be stored on-grade, within the building or in service areas within parking structures and away from public view.

Adequate ventilation must be provided for trash and recycling rooms (exhaust to roof). Containers must be easily accessible to trash trucks.

Trash collection and storage areas shall be located in service areas off the street and concealed from public view. Locations visible to residences or commercial businesses should be avoided. Permanent visual screening for exterior service bays shall be provided. Where unavoidable, any separate out buildings for trash storage must be constructed with materials and in forms compatible with the main building. Such structures must be very durable.



Trash and recycling bins should be concealed or put in places out of view from the public. This one has been hidden behind an architectural element designed to do just that.

Each project should include an area for utility tanks, transformers, and gas meters. The area shall be fully screened from the view of the public and adjacent property owners and screens should be incorporated into the grade and landscape design.

Fire hose connections and utility meters should be incorporated into the building design or concealed from view where possible.

Air conditioning cooling towers are to be located within the building or concealed in the roof space. Air conditioning units shall not be installed in windows. Through wall air conditioning is prohibited.

2.8 Irrigation

Irrigation water is permitted at East Gate Business Park, but should be used prudently. Irrigation will be used to establish the planting and maintaining it. It is the intent through planning, design, implementation and maintenance to conserve water resources. Where possible in public and private areas, East Gate landscaping shall be irrigated with drip irrigation. Drip irrigation uses less water and focuses its use so that little is wasted. Sprinkler systems that are less than 85% water efficient (more than 15% of the water ends up on the street or sidewalk) may be required to be fixed or replaced at the owners or developers expense.

Native and/or drought tolerant plants have a natural beauty that requires less water and typically looks beautiful for a longer period of the year.

2.9 Storm water Management

Because of the large paved areas needed for East Gate's buildings and loading and parking areas, significant amounts of storm water runoff will occur. Typical drainage systems create larger volumes of water which rush into streams in shorter amounts of time, leading to increased downstream flooding, erosion, water quality degradation and fewer opportunities to enjoy the aesthetic and recreational benefits of streams and lakes.

The overall objective dealing with water on-site should be to manage runoff quantities and flow to mimic pre-construction patterns and conditions and minimize damage to property and natural amenities

Mitigation measures will need to be employed which decrease volumes of runoff from entering downstream water bodies and slow down water and permit it to infiltrate back into the earth to recharge groundwater on-site. These measures may include using vegetation to achieve target water balance conditions, maintaining or enhancing infiltration, and maintaining or achieving target surface runoff levels, using porous pavements in designated areas, bio-filtration strips, bio-swales and retention and detention ponds.

2.10 Alternative Energy

Buildings are the number one users of energy followed by manufacturing (industry) facilities. Energy used by buildings can be reduced by proper solar orientation, wind orientation and building materials (insulation, glazing, roof color and material).

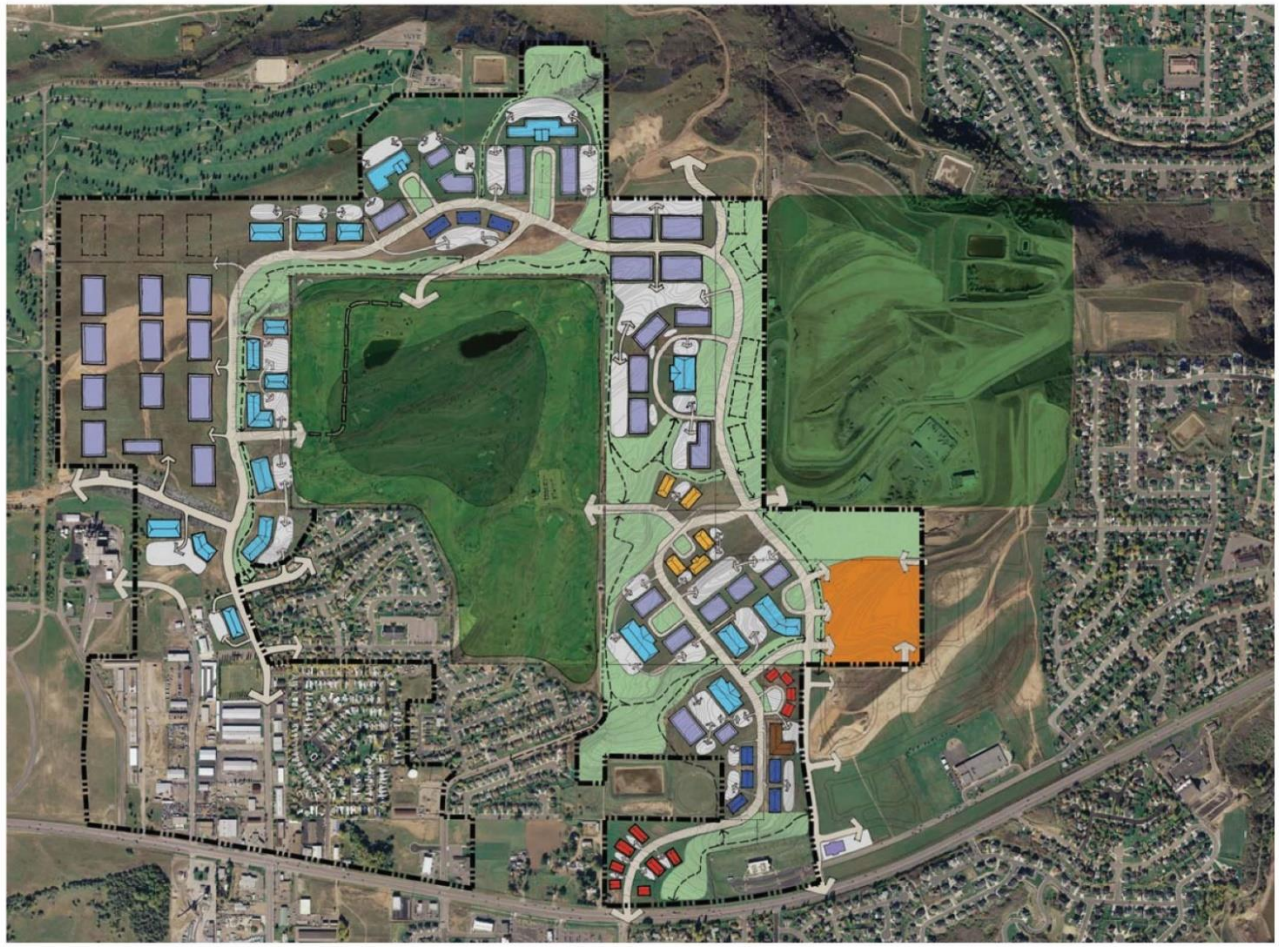
Alternative energy sources are highly recommended. With the prevalent winds at the East Gate site, wind



Wind turbines can serve functional and aesthetic functions

turbines could be used to capture wind and generate power for the entire property. Wind turbines come in a variety of shapes, heights and color. They can be placed on ground as well as on top of buildings.

Sun energy can be captured with the use of solar panels and photovoltaic's. Solar carports can be implemented over parking areas which simultaneously shade vehicles parked below them and capture sun energy.



East Gate Business Park - Conceptual Land-use Plan

3.0 Circulation



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3.0 Circulation

Roads

The principal roads at East Gate Business Park are 17th, Church Street and Fairfield Rd. Most truck traffic will travel along 17th Street.

Landscaping

Street landscaping at East Gate Business Park shall be dominated by large species trees spaced in an allee fashion along each side of each street. This will ultimately contribute to the feeling of enclosure along streets, slow traffic down, provide a buffer for pedestrians from traffic and shade street parking and sidewalks.

Boulevards will be located near business centers and enclaves to help emphasize the sense of arrival.



Boulevards soften roads and help direct traffic.

Pedestrian Crossing

Pedestrian crossings should be well demarcated with road signs, changes of material and possibly flashing lights across roadways. Plant materials, walls, fences or other materials shall not obstruct views near crossings. Traffic can be slowed down at pedestrian crossings through the use of narrower streets, bulb-outs and lower speed limits.

Crossings should be located primarily at street intersections where traffic will be slowing down naturally. Street crossings shall be done in any approved material that distinguishes it from the road paving. Crossing should be done with a color similar to the buildings around it.

Sidewalks

Stone, brick or colored and stamped concrete shall be used to highlight all important pedestrian areas of East Gate Business Park. These areas shall include pedestrian crosswalks, plazas, drop-offs, entry walkways and paths or trails when they are paved. To the greatest extent possible these materials shall also be used in a manner that allows permeability. Where concrete materials are used this can be done with concrete pavers or permeable concrete.



Gravel paths function well for recreational purposes.

Trails, Passages and Walkways

Pedestrian trails extend through the site linking key locations providing employees outdoor recreational opportunities. The trails at East Gate shall be paved with crushed gravel. Passages shall be limited to concrete or concrete pavers.

Curb and Gutter

Curb and Gutters shall adhere to the city standard.



This gravel path displays decorative edging made of brick pavers.

4.0 Architectural Guidelines



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4.0 Architectural Guidelines

4.1 Four Sided Architecture

On commercial and mixed-use structures, street facing facades shall have a unique architectural style as described in section 2.4 Commercial and Retail Standards. Rear or side facades of the building shall not be required to adhere to the same architectural standards as street facing facades but shall use materials from the permitted materials list.

4.2 Green Building and Sustainable Design

All buildings within East Gate Business Park shall be required to meet an Energy Star rating. Developers may also choose to take appropriate steps toward LEED certification.

www.usgbc.org

Green buildings have lower operating costs, higher lease and sale rates and generally happier occupants because of improved atmosphere conditions.

All efforts outside the construction of buildings should also consider sustainable design features. This includes appropriate landscaping, water use and drainage and considerations for better sources and usage of energy.

4.3 Windows

Windows serve as an excellent surveillance system. Windows facing public areas feel safer because of the quantity of potential people looking onto them.

Office and retail commercial buildings in East Gate shall have a minimum ground level fenestration of 70%. Fenestration is defined as the disposition of windows and other exterior openings of a building. Therefore all windows, doors and breezeways shall count towards a buildings required fenestration. This is important in keeping 'eyes on the street' and creating a natural surveillance system throughout



Greater amounts of fenestration are conducive to a more interesting pedestrian experience while creating a safer environment for the pedestrian and shop owner.

the business park. It also acts as surveillance for retail stores by keeping the interior of the building under the constant observation of those passing by on the street.

4.4 Commercial and Mixed-use Standards

Architectural Design Standards

East Gate Business Park will embrace the historical character of the city of Layton through using appropriate materials and architectural styles. The following guidelines outline the required elements for retail and office commercial and/or any related use that will come to characterize East Gate's structures.

Permitted Materials

The City of Layton's Main Street serves as a great example of the use of traditional materials that have consequently helped make the area an attraction. The use of high quality materials not only provides a unique and interesting look but also portrays a message of longevity in the building's life. East Gate's commercial and retail areas will use the example of Main Street to create a lasting Neighborhood Center that can be enjoyed for generations to come.

The primary material for commercial and mixed-use buildings shall be brick. Primary materials shall be defined as the material that consumes 80% or more of a buildings street facing facade not including windows and doors.

Accessory materials shall include stone, cast stone, brick, wood and stucco. Accessory materials shall be defined as those materials used to articulate unique building features or non street facing facades. Wood shall be painted when used. Gutters, windows, signs and balconies shall

not be limited by this material list.

The use of accessory materials should vary between building's to create diversity and interest.

Human Scale

Scale in architecture is achieved by creating perceptual relativity to the pedestrian in a building's design. The differing elements and features of a building should communicate a scale that is relative to the pedestrian.

Facades shall incorporate a minimum of one (1) continuous detail confined to the scale of 12 inches or less within the first 10 feet of the building wall, measured vertically from street level. Scale elements shall only be required on street facing facades.

Building Fenestration

Fenestration standards in office and retail commercial areas shall be no less than 70% on the ground floor. Fenestration above the ground floor shall be between 30-50% to help preserve a more rural character in building designs.

Lintels and Sills

Each window on commercial, mixed-use and multi-family buildings shall have either a lintel or a sill. Windows may have both but treatments shall be different either in material, color or pattern.

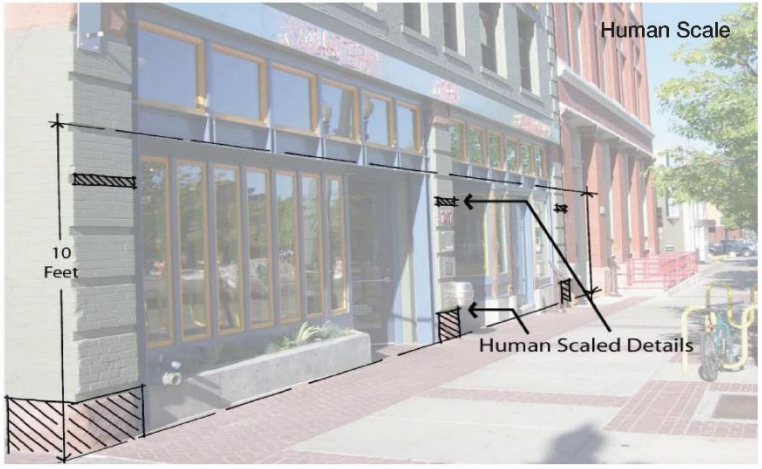
Each lintel or sill on a building shall be the same for each window except where the builder is intentionally creating a different facade treatment to create the appearance of a different building. When sills are used they shall extend beyond the facade of the building. Materials for these features shall be from the approved material list.

Color

All commercial and mixed-use buildings in the Neighborhood Center shall utilize the color dark red as the primary color. The primary color shall be associated with the primary material and consume no less than 80% of the building's street facing facade. Accessory colors may be any natural color, preferably those found in Layton's historic architecture.

Building Height

In the construction of any building within East Gate Business Park, special consideration should be given to the preservation of the beautiful views that the hill offers. These views are part of what makes this area so desirable for people to live and visit and should be protected through appropriate building placement and height.





Lintel and sill treatments on these windows create added interest and a traditional aesthetic to this building. This building also illustrates the desired dark red color for commercial and mixed-use buildings.

4.5 Manufacturing and Flex-space Buildings

Manufacturing and Flex-space building types will make up the warehouses in the park. Flex-space shall be used as retail/office/ light manufacturing space and may be located at prominent corners of buildings or in the front side of buildings. Flex-space may be one or two stories in height and shall portray contrasting materials than that being used for the rest of the building.

Entries

The main entry to a building shall have enhanced detail in both its architectural and landscape characteristics. Main entrances to buildings shall be located adjacent to sidewalks. Entries shall be used as a point of emphasis and designed to a pedestrian scale to add interest to the streetscape.

Landscaping at entrances shall include plant materials with all-season characteristics such as flowers, interesting foliage and bark, fall color and winter interest. Shrubs and perennials must not block views in and out of the building or inside the parking lot.

Trees located near buildings shall be pruned to allow views to adjacent sidewalks and spaces thus helping aide in natural surveillance.

Walls

Walls will typically be made from tilt-up construction. Control joints and reveals should be strategically placed along facades to articulate texture. Reveals may be painted contrasting colors from the rest of the building.

Wainscoting along the front base of facades shall be made from a different material than the upper part of the facades. Painted bands may wrap around the sides of warehouse buildings aligning with the wainscoting near entries.

Materials and architectural styles may include:

- Wainscot banding
- Curtain-wall glazing
- Aluminum storefront
- EIFS (Exterior Insulation Finishing System)
- Columns
- Simplified pediments



A steel canopy accentuates this entry and aides in wayfinding.



This building displays a stone clad facade around the retail/flex space as well as a two-toned base contrasting with the rest of the facade. Painted bands wrap around the building giving detail to its four sides.



Curtain-wall glazing adorning entries contrast well with tilt-up walls.



Architectural elements such as this steel structure enliven an entry.

- Entry canopies
- Stone veneers
- Parapets

Roofs

The manufacturing buildings on site will have extremely large footprints. Garden roofs are highly recommended to help reduce the amount of impervious materials.



Tudor Cottage



Garden roofs add texture and life to large roof tops.

Barrel vaulted roofs may be another feature which covers the entries or flex-space to a building.

4.6 Multi-family Residential Buildings

Multi-Family residential shall use traditional architectural styles, elements and features that are consistent with Layton's historic main street. All multi-family housing at East Gate shall have a pitched roof. Each residential unit in a multi-family structure shall have at least one balcony that is minimally three and a half (3.5) feet deep. Where multi-family buildings are built immediately adjacent (0 lot line) with another building only 75% of units shall be required to have balconies.



Porches and dormers add variety

Materials

Permitted materials within East Gate shall include: Brick, Stone, Cast Stone, Fiber Concrete Sidings, Wood and Stucco. Wood and Cast Stone materials shall only be used as accent materials. Wood shall be painted when used. Stucco materials shall not consume more than 20% of the overall exterior of any one side of a home except when it is exclusively used to fill gabled areas.

Other building details like gutters, shutters, windows, and balconies shall not be limited by this material list.

Fenestration

Fenestration for multi-family buildings shall be at least 40% on each facade of the building except a side(s) that faces parking.

Building Cornice

Each commercial, mixed-use and multi-family building in East Gate Business Park shall have a unique brick cornice constructed in the same primary material as the rest of the building. Colors in the cornicing should also use the primary color of dark red for the majority of the feature but may also use another color(s) to highlight unique features and add interest.

Cornicing shall also extend beyond the facade of the building a minimum of three (3) inches (no more than ten inches) and be a minimum of 12 inches in height.



Multi-family housing showing pitched roofs and changes of materials add beauty to this community.

Garages and Parking

Garages and parking shall be placed behind the building to preserve the front of the home and street as a pedestrian friendly environment without driveway interruptions. It also reduces traffic congestion throughout neighborhoods and minimizes paving.

5.0 East Gate Design Review Committee



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5.0 East Gate Design Review Committee

5.1 Purpose of the Design Review committee

It is the intention and purpose of the following design review process to allow the East Gate Design Review Committee (EG-DRC) to

1. Implement the Declaration of Covenants, Conditions and Restrictions for East Gate Business Park and the East Gate Business Park Design Guidelines.
2. Provide guidance in architectural and landscape standards, in reviewing and requiring modification to proposed houses and landscaping so as to encourage the construction of buildings that are visually compatible in terms of architectural style, lot coverage, proportion, materials, colors, landscaping and general appearance, while providing for an appropriate mix of specific styles, materials and setbacks.
3. To impose construction rules on construction other than that performed by the Declarant under the Declaration. To accomplish this goal, the Declarant has established the EG-DRC, which is empowered to develop and enforce design standards and construction rules.

5.2 Membership and Organization

The EG-DRC shall be appointed by Layton City and consist of planning staff, engineering, economic development and two members appointed from community and appointed by Mayor.

5.3 Amendment of the Design Guidelines

The EG-DRC has the right to modify and/or amend the Design Guidelines from time to time as deemed necessary and by at least a 4 to 1 vote. Each owner is responsible for obtaining a copy of the most current edition of the Design Guidelines.

6.0 Design Review Process



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6.0 Design Review Process

6.1 General Purpose of Design Review

The EG-DRC will use reasonable efforts and judgement to encourage a pattern of development that is consistent with the standards of the Declaration and these Design Guidelines. These standards are, of necessity, general in nature, and it is the EG-DRC's responsibility to apply them in good faith and attempt to achieve a high quality, attractive, and well designed business park. The EG-DRC evaluates all development proposals on the basis of the Guidelines. Some of the guidelines are written as broad standards and the interpretation of these standards is left up to the discretion of the EG-DRC.

New Construction

The EG-DRC is to review and approve any construction of any new freestanding structure; whether as a warehouse, office building or landscape structure, etc.

Alterations, Additions or Rehabilitation of an Existing Structure

The EG-DRC shall review and approve any new construction or rehabilitation to any existing building or landscape structure that conflicts with the original intent of this document or alters the original massing, exterior finishes, window placement, roof design, exterior lighting, interior lighting visible from off-site and/or other significant design elements. It should be noted that many interior remodeling projects and building additions result in additional requirements, including, but not limited to, parking, drainage and landscape planting requirements. Any such improvements are subject to review and approval by the EG-DRC.

Site and/or Landscape Improvements

The EG-DRC shall approve any major improvements that may render the landscape inconsistent with the intent of these guidelines and/or changes including but not limited to grading (for any excavation and/or fill involving more than 50 cubic yards of dirt), planting and re-vegetation plans, tree removal, irrigation, signs, parking lots, driveways, fencing, and/or drainage, that alter an existing landscape.

6.2 Pre-Design Conference

Prior to preparing preliminary plans for any proposed improvement, it is mandatory that the owner and the architect meet with a representative of the EG-DRC to discuss proposed plans and to resolve any questions regarding building at East Gate Business Park. This informal review is to offer guidance prior to initiating preliminary design, and should occur on site. In some cases this may occur by conference call at the discretion of the EG_DRC.

Preliminary Design Submittal

A Preliminary Design Submittal shall follow within twelve months of the requisite Pre-Design Conference. When the Preliminary Design is complete, its submittal for consideration must include all of the following exhibits. Review by he EG-DRC will not commence until the submittal is complete.

- A. Site Plan (scale at 1" = 20'-0" or 1" = 16'-0"), showing the entire property, location of the proposed approximate building location, the residence and all buildings, driveway, parking area, existing and proposed topography, proposed finished floor elevations, all trees, all clusters of native shrubs, and special terrain features to be preserved.
- B. Survey (scale at 1" = 20'-0" or 1" = 16'-0"), by a registered land surveyor or licensed civil engineer showing building boundaries and dimensions, topography (2 feet contours or less), major terrain features, all trees, edge of pavement or curb, and utility locations.
- C. Floor Plans (scale 1/4" or 1/8" = 1'-0") showing both existing and proposed grade lines, plate heights, roof pitch and a preliminary indication of all exterior materials and colors.
- D. All Exterior Elevations (scale 1/4" or 1/8" = 1'-0") showing both existing and proposed grade lines, plate heights, ridge heights, roof pitch and a preliminary indication of all exterior materials and colors.

- F. Any Other Drawings, materials, or samples requested by the EG-DRC shall be given to the EG-DRC.

The submittal shall consist of one set of prints, which shall be retained by the EG-DRC.

Preliminary Design Review
The EG-DRC will review the plans and respond in writing no later than 30 days after the submittal is complete. Any response an owner may wish to make regarding the results of an architectural review must be addressed to the EG-DRC in writing. The EG-DRC's approval of a preliminary design is valid for 12 months.

Final Design Submittal
A Final Design Submittal must follow within twelve months of the EG-DRC's granting of approval for a preliminary design. When the final design is complete, its submittal for consideration must include the following exhibits. (Review by the EG-DRC shall not commence until the submittal is complete.)

- A. Site Plan (scale at 1" = 20'-0" or 1" = 16'-0" or larger), showing the entire property, location of the approximate building location, driveway, culverts, drainage channels, parking areas, existing and proposed topography, finished floor elevations, all protected plants or special terrain features to be preserved, trees to be removed, all utility sources and connections, and site walls.
- B. Floor Plans (scale 1/8" = 1'0" or larger) showing finished floor elevations.
- C. Roof Plan (scale 1/8" = 1'0" or larger) showing all roof pitches.
- D. Building Section (scale 1/4" = 1'0" or larger), indicating existing and proposed grade lines.
- E. All Exterior Elevations (scale 1/4" = 1'0") showing both existing and proposed grade lines, plat heights, roof pitch and an indication of exterior materials and colors.
- F. Paint Chips and Literature as requested by the EG-DRC depicting and describing all exterior materials.
- G. Complete Landscape Plan (scale at 1" = 20'-0" or 1" = 16'-0"), showing size and type of all proposed plants, irrigation system, all decorative materials or borders, and all retained plants.
- H. On-Site Staking of all building corner and other improvements, if requested by the EG-DRC.
- I. Construction Site Plan (scale 1" = 10'-0" or 1/8" = 1'0"), showing location of all major improvements.

The submittal shall consist of three sets of prints, which shall be retained by the EG-DRC. A Final Design Submittal must be received at the designated address of the EG-DRC by noon of the Friday preceding a scheduled meeting of the EG-DRC, in order to be included on the agenda for consideration.

Deferral of Material or Color Selection
An applicant may wish to delay the confirmation of landscaping intentions (if any) and final color or stonework selections until some point in time after the start of construction, in order to better visualize landscape considerations, or to test an assortment of potential colors with actual material intended for use. The EG-DRC will cooperate with the applicant in this regard, provided that no landscape work may be started, nor color or material applied, until the committee has had the opportunity to review and consent to the final selections.

We advise that the submittal occur before the placement of any orders for submittal potential restocking costs in the event of denial of the submitted item(s). Further, the provision stated here shall be a condition of final design approval; therefore application of any material, coating or finish without the requisite re-submittal to the EG-DRC shall have the effect of voiding the approval in its entirety.

Final Design Review
The EG-DRC will review the plans and respond in writing no later than 30 days after a submittal is complete. Members of the EG-DRC will not discuss results of the reviews over the telephone with an owner or his architect or builder, and no owner, architect or builder shall have the right to attend any meeting of the EG-DRC unless specifically requested by the EG-DRC. Any response an owner may wish to make regarding the results of a design review must be addressed to

the EG-DRC in writing. The EG-DRC's approval of the final design is valid for 12 months.

Working Drawing Submittal
Upon final design approval, the applicant is to prepare and submit three half-size copies of all working drawings. Any changes to approved final plans are to be submitted to the EG-DRC for review prior to submitting working drawings. Upon receipt of working drawings, the EG-DRC will review the submission for compliance with approved final plans. Upon EG-DRC approval of working drawings, the EG-DRC will stamp two sets for submission by the applicant to the city of Layton.

Re-Submittal of Plans
In the event of any disapproval by the EG-DRC of either a preliminary or final submittal, a re-submission of plans should follow the same procedure as an original submittal. An additional design review fee shall accompany each such submittal as required by the EG-DRC.

Commencement of Construction
Upon receipt of final approval from the EG-DRC, and having satisfied all Layton's review processes, the owner shall satisfy all conditions and commence the construction or any work pursuant to the approved plans within one year from the date of such approval.

If the owner fails to begin construction within this time period, any approval given shall be deemed revoked.

Work Inspections
The EG-DRC may inspect all work in progress and give notice of noncompliance. Absence of such inspection or notification during the construction period does not constitute an approval by the EG-DRC of work in progress or compliance the Design Guidelines.

Written Record
The EG-DRC will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five years. The EG-DRC will also provide evidence of this approval for the city of Layton if requested by the owner.

Failure To Act
If the EG-DRC has not approved or rejected any submission within 30 days after payment of the review fee and submission of complete plans, the submission is deemed to have been approved.

Variances
The EG-DRC may grant variances to the design standards contained in the Declaration or the Design Guidelines when strict application would create an unforeseen or unreasonable hardship to the owner of any lot. Each such variance must be approved by a majority of the members of the EG-DRC. If required by the Declaration, such variance must also be approved by the Trustees. The granting of a variance shall not operate to waive or to render unenforceable any of the terms and provisions of the Declaration or the Design Guidelines for any purpose except as to the particular Lot and the provisions and circumstances covered by the variance, nor shall the granting of a variance be deemed to set a precedent with respect to any subsequent requests for variances. No variance shall be granted if that variance has the effect of modifying applicable city zoning or building code regulations. Any request for variance must be in writing and specify the variance requested and the reasons for such variance. A request for variance shall be reviewed by the EG-DRC within 30 business days after the EG-DRC receipt of a written notification of approval or disapproval. Notification of disapproval shall include a reasonably detailed explanation of the reasons for such disapproval. In the event that the trustees shall fail to act within the 30 day period, the requested variance shall be deemed disapproved, and within 15 days such date the trustees shall provide written notification of the reasons for such disapproval.

Limitation on Review
The Design Review Committee's review is limited to those matters expressly granted by the Declaration or the Design Guidelines. The Design Review Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statues, laws, or ordinances affecting the development or improvement of real property and

shall have no liability to any owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the EG-DRC prior to construction.

City Approval

The owner is to apply for all applicable building permits required by the city of Layton. Any adjustments to EG-DRC approved plans required by the City are to be submitted to the EG-DRC for review and approval prior to commencing construction. The issuance of any approvals by the EG-DRC does not imply corresponding compliance with the legally required demands of other agencies.

No materials, tools, temporary offices or portable toilets, excavation or construction equipment or similar materials or equipment may be delivered to the site prior to the issuance of all building permit(s) and completion of the pre-construction conference.

6.3 Subsequent changes

Additional construction or other improvements to a building or property, changes during construction or after completion of an approved structure, including landscaping and color modification, must be submitted to the EG-DRC for approval prior to making such changes or additions.

6.4 Notice to Comply

When as a result of construction monitoring/ observations the EG-DRC finds changes and/ or alterations that have not been approved or non-compliance with the Construction Guidelines (Section 5), the EG-DRC will issue a Notice to Comply within seven working days of the observation. The EG-DRC will describe the specific instances of non-compliance and will require the owner to comply or resolve the discrepancies.

6.5 Notice of Completion

Construction

Upon completion of construction, the owner and/or contractor are to give written notice to the EG-DRC requesting a Final Construction Observation. The EG-DRC will make a final inspection of the property within seven working days of notification. If construction is complete and in compliance with EG-DRC approved plans and the Design Guidelines, the EG-DRC will issue a Conditional Notice of Completion (subject to completion of landscape installation) within seven working days. The owner is not to take occupancy of any improvement(s) until the Conditional Notice of Completion has been obtained from the EG-DRC. If it is found that the work was not done in compliance with the approved final design documents, the EG-DRC will issue a Notice to Comply, specifying the particulars of noncompliance, within seven working days of the observation. All non-complying improvements are to be promptly corrected within 30 days of the observation.

Landscape Installation

Upon completion of landscape installation, the owner and/ or contractor are to give written notice to the EG-DRC requesting a Final Landscape Observation. The EG-DRC will make a final landscape inspection within seven working days of notification. If landscaping is complete and in compliance with EG-DRC approved plans, the EG-DRC will issue in writing Notice of Completion within seven working days observation. If it is found that the work was not done in compliance with the approved final design documents, the EG-DRC will issue a Notice to Comply within seven working days of the observation. All non complying improvements are to be promptly corrected within 30 days of the observation. The Compliance Bond will be released within 30 days of the EG-DRC's issuance of the Notice of Completion.

6.6 Right of Waiver

The EG-DRC has the authority to approve deviations from portions of the Guidelines that are not mandated by the city of Layton. Any request to deviate from these Guidelines will be evaluated at the sole discretion of the EG-DRC. Prior to the EG-DRC approving any deviation from the Design Guidelines, it must be demonstrated that the proposal is consistent with the overall objectives of the Guidelines and will not adversely affect adjacent properties or East Gate Business Park as a whole.

6.7 Non-Waiver, No Inadvertent Precedents

The EG-DRC's approval of any plans, drawings or specifications for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing or specification subsequently or additionally submitted for approval. For example, the EG-DRC may disapprove an item shown in the final design submittal even though it may have been evident and could have been, but was not, disapproved at the Preliminary Design Review. Failure to enforce any of these Design Guidelines shall not constitute a waiver of same. An oversight by the EG-DRC of non-compliance at anytime during the review process, construction process or during its final inspection does not relieve the owner/ developer from compliance with these Guidelines and all other applicable codes, ordinances and laws.

6.8 Declarant, Trustees and Committee Non-Liability

The Declarant, the Trustees, and the Design Review Committee and its members shall not be liable to the applicant for any damages, or to the owners of property within East Gate Business Park for their actions, inactions, or approval or disapproval of any set plans submitted to the EG-DRC for review.

58

EAST GATE BUSINESS PARK

Design Guidelines Book

City of Layton Project

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East Gate

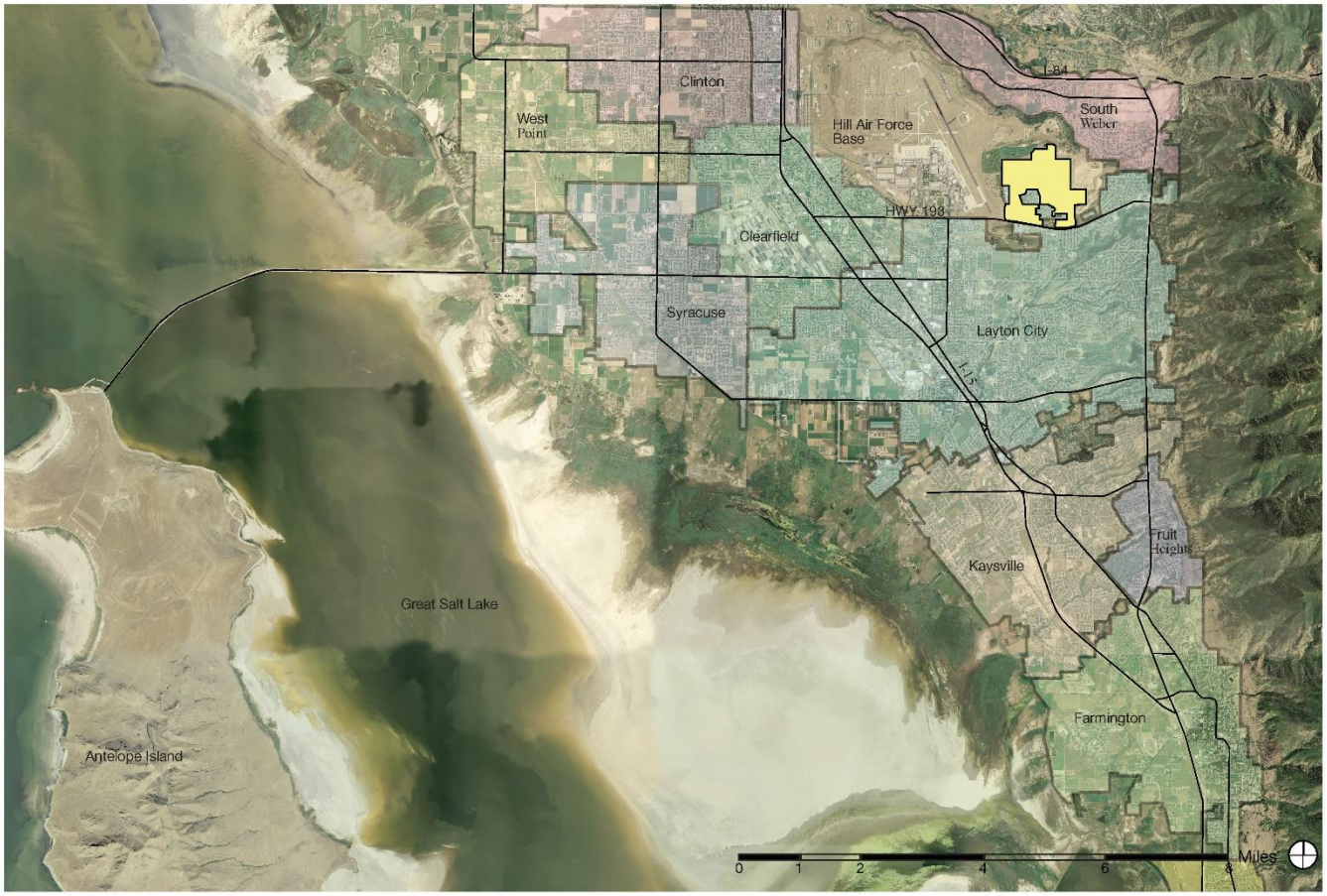
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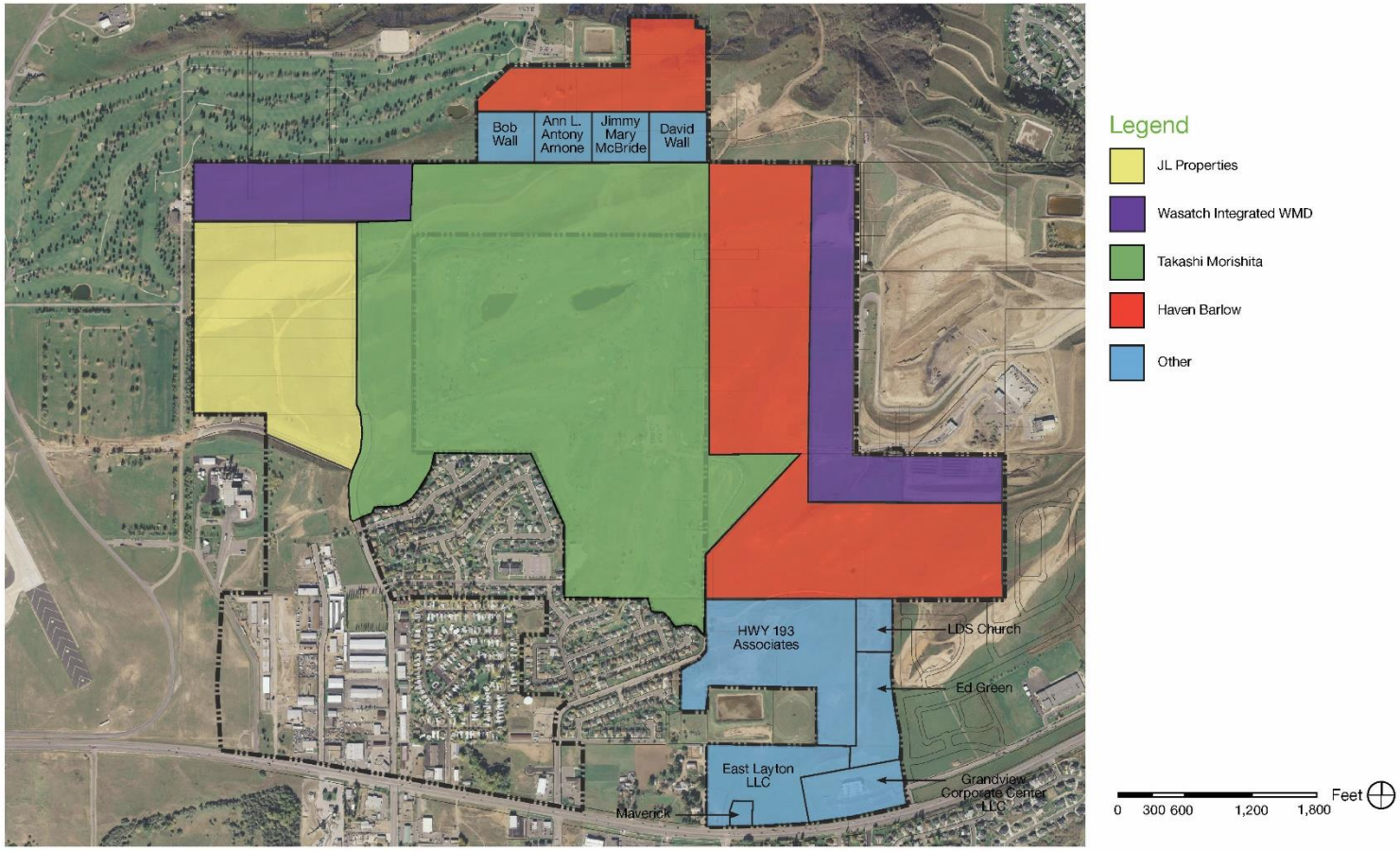
by IBI Group

Project # - 25749

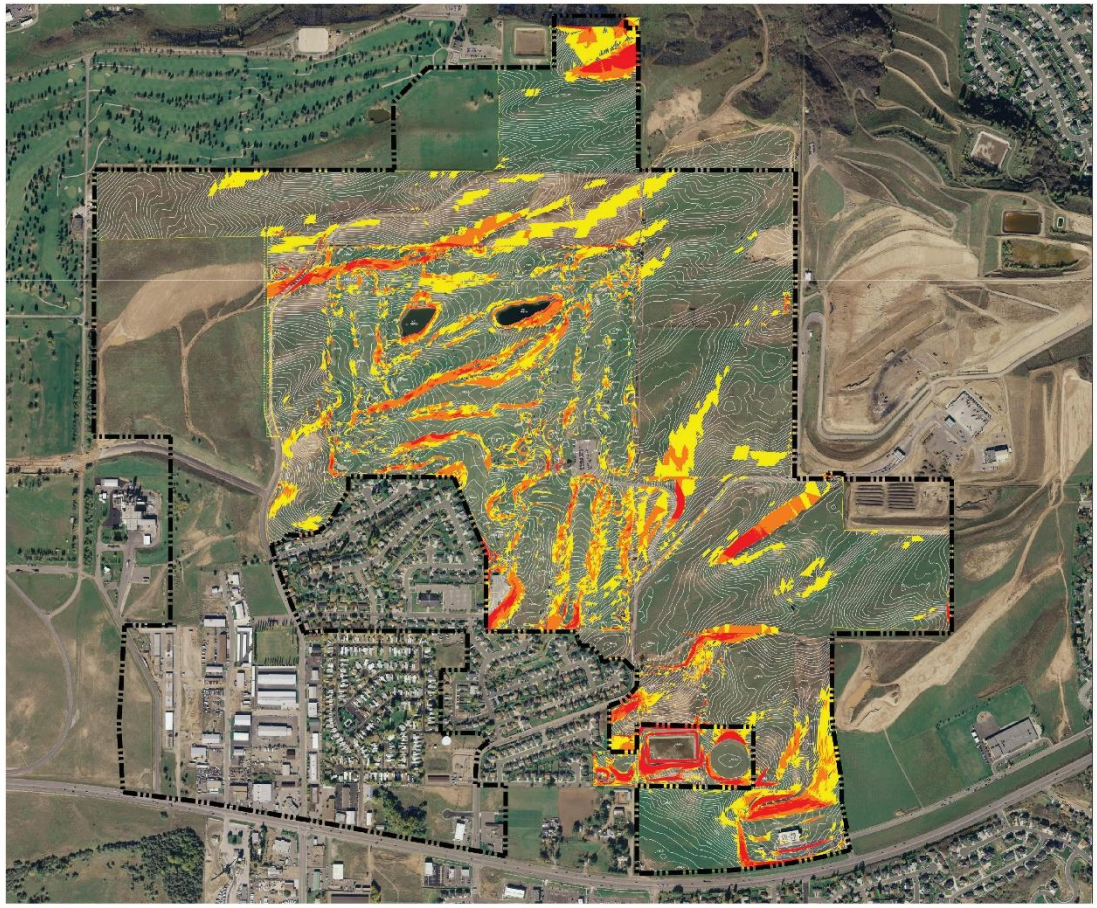
Regional Context Map



Property Ownership Map



Slope Analysis Map

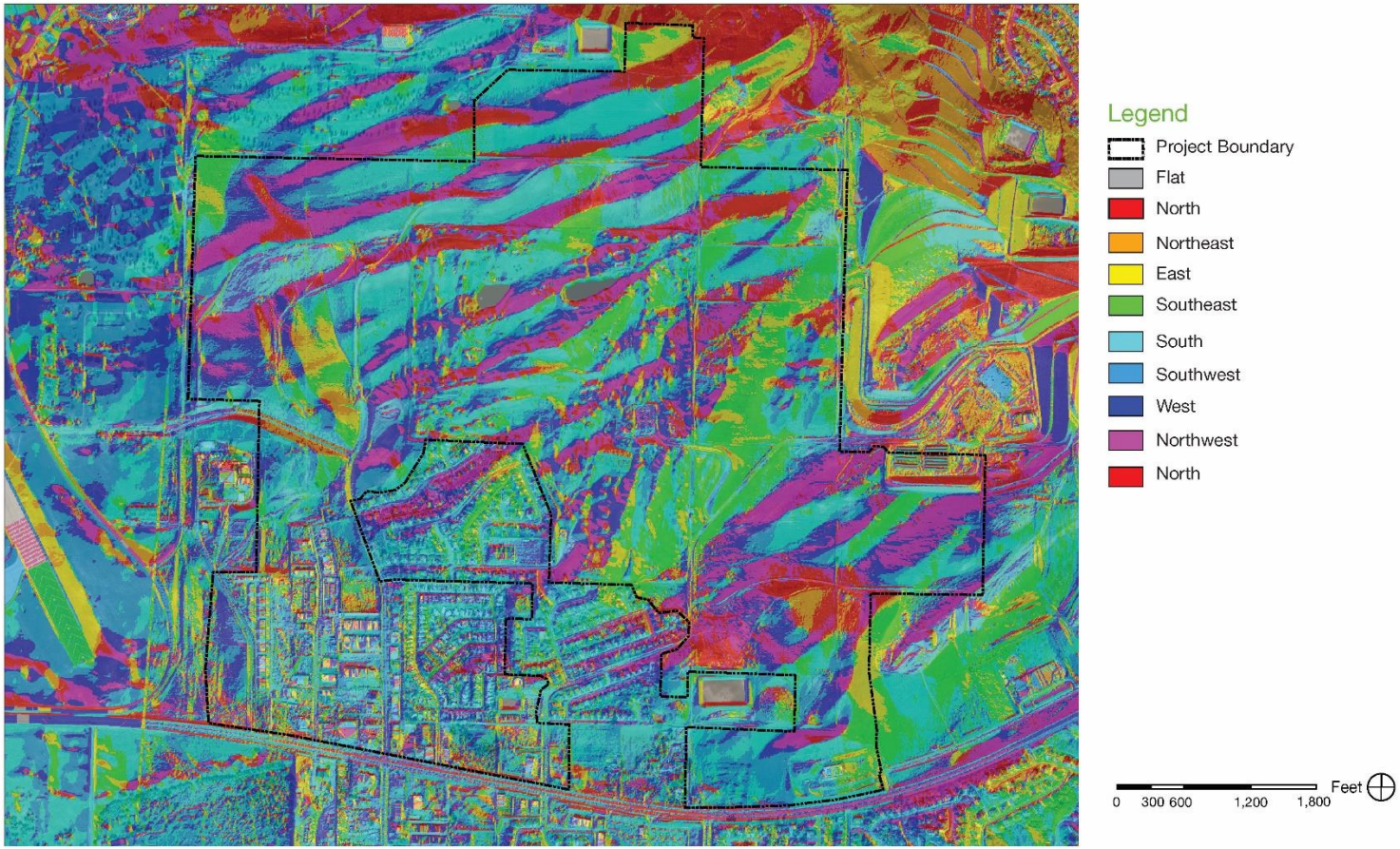


Legend

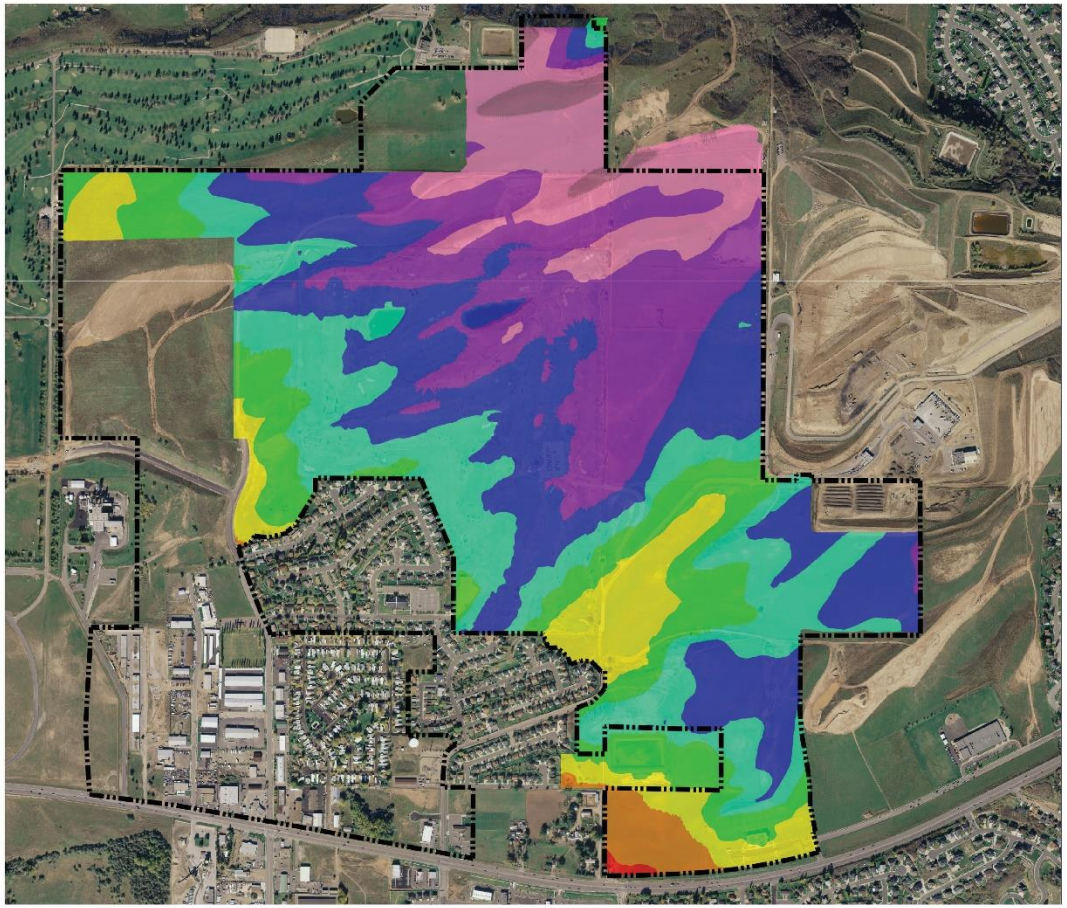
- 0 - 15%
- 15.1% - 20%
- 20.1% - 30%
- 30.1% +

0 300 600 1,200 1,800 Feet

Aspect Analysis Map



Elevation Analysis Map



Area Hydrology Map



Legend

Drainages

0 1000 2000 4000 6000 Feet

Site Images

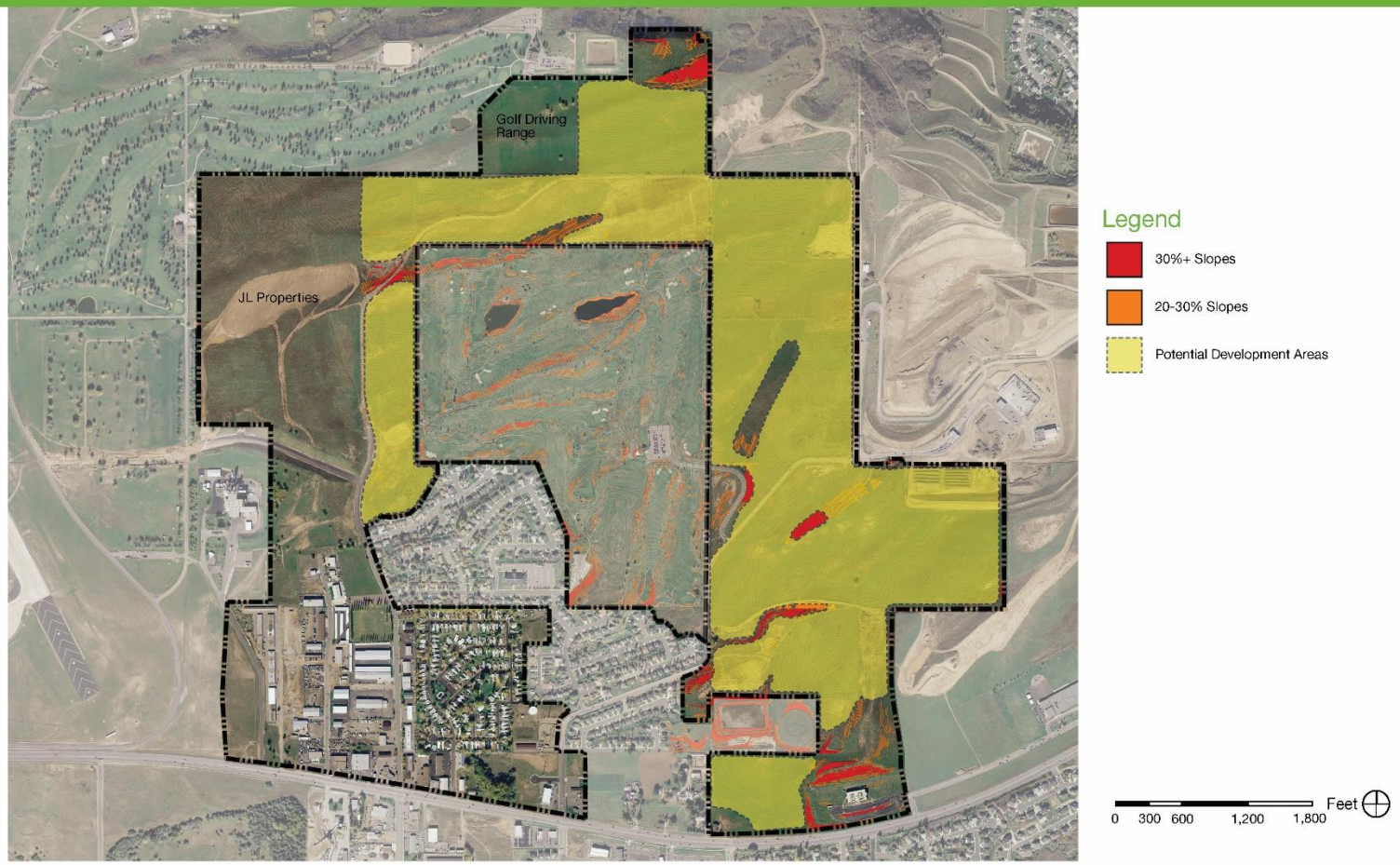




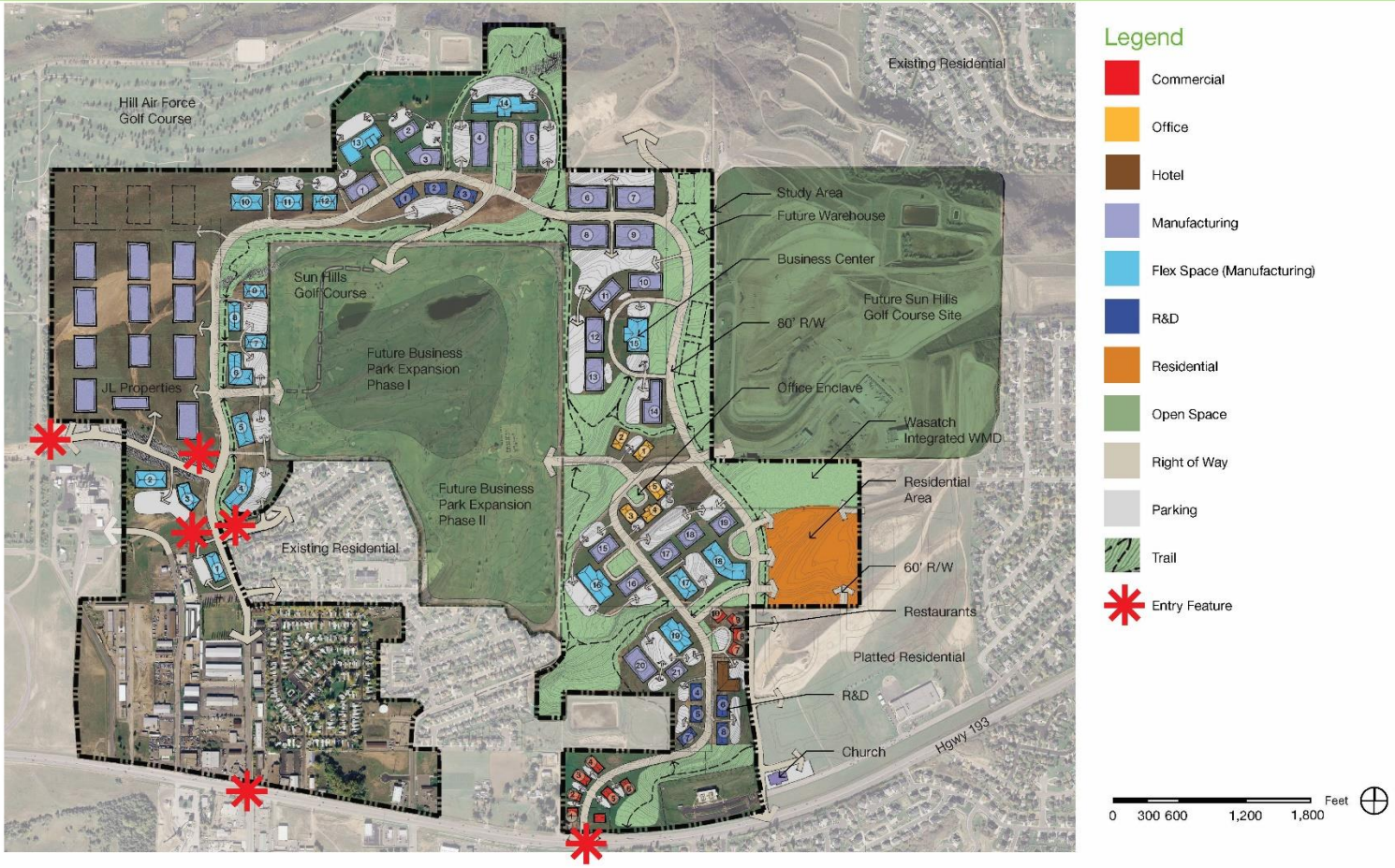




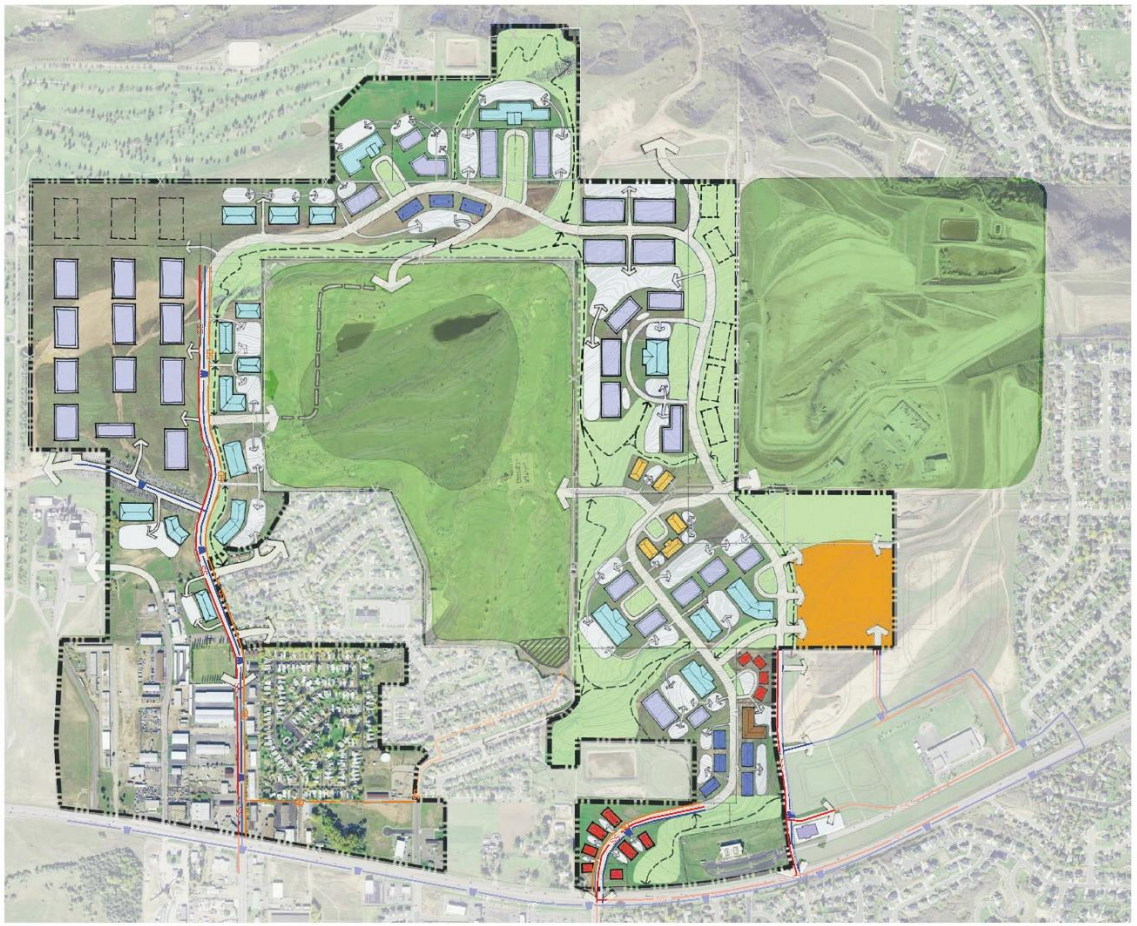
Opportunities and Constraints



Land-use Plan



Utility Layout



Legend

Sewer Line — SS

Water Line

Storm Drain Line — SD

0 300 600 1,200 1,800 Feet

Stat Study



Flex (Manufacturing)	
Total Flex	1,546,800

Commercial	
Total	96,700

Hospitality	
Total	87,500

Manufacturing	
Total Warehouse	936,300

Research & Development	
Total R & D	249,000

Residential	
Total Multi-Family	16 acres

Office	
Total Office	217,750

Market Study

Year	Internal Demand	External Demand	Total Demand	Cumulative Total
2011	50,000.00	25,000.00	75,000.00	75,000.00
2012	50,000.00	25,000.00	75,000.00	150,000.00
2013	50,000.00	25,000.00	75,000.00	225,000.00
2014	50,000.00	25,000.00	75,000.00	300,000.00
2015	50,000.00	33,000.00	83,000.00	383,000.00
2016	50,000.00	33,000.00	83,000.00	466,000.00
2017	50,000.00	33,000.00	83,000.00	549,000.00
2018	50,000.00	50,000.00	100,000.00	649,000.00
2019	50,000.00	50,000.00	100,000.00	749,000.00
Total	450,000.00	299,000.00	749,000.00	

Precedent Images



Warehouse Building Entries






Precedent Images

Architectural Features













Precedent Images

Boulevard





Entry Signage

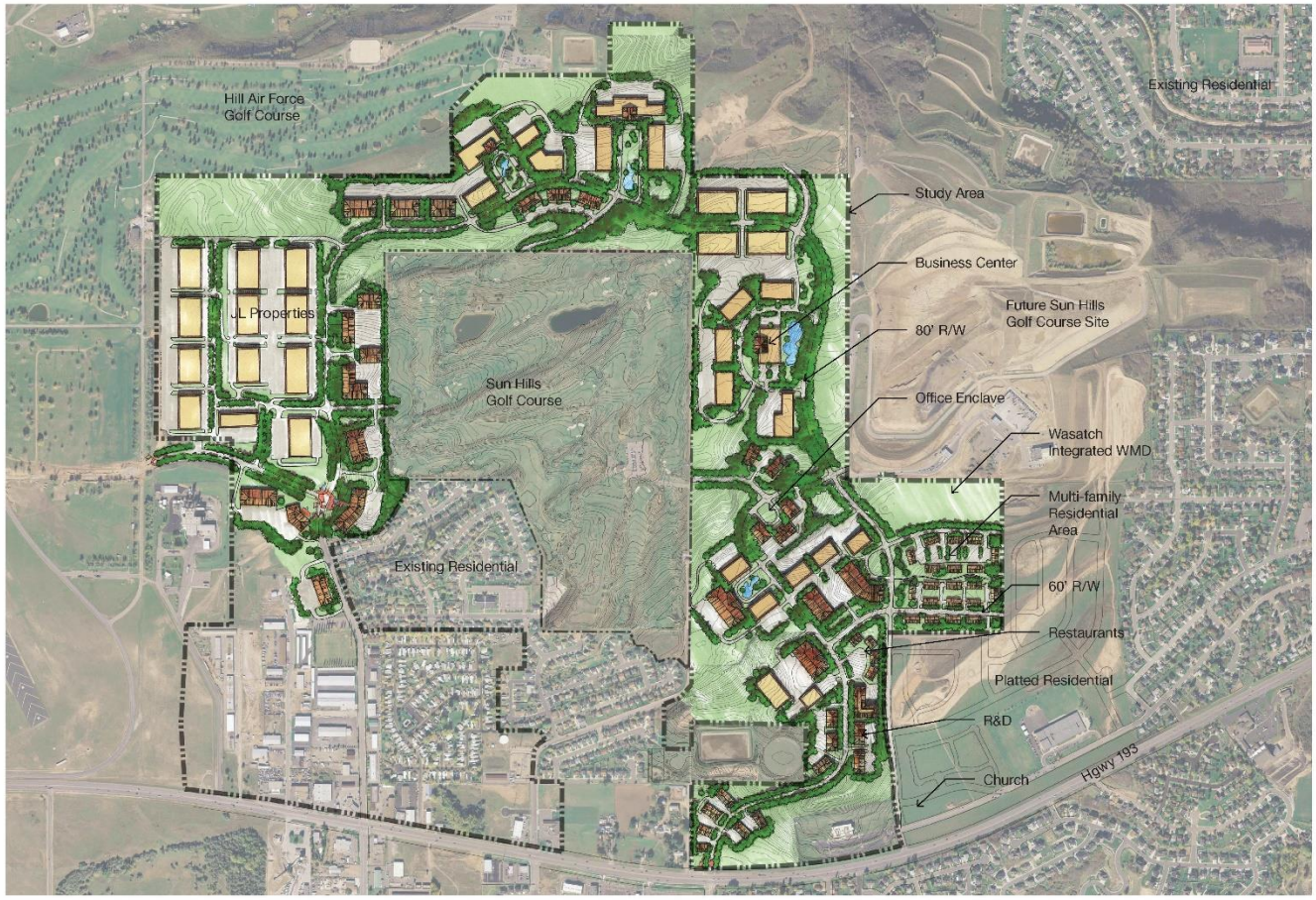


Landscaping





Illustrative Master Plan



Entry Plan



Existing Intersection

Fairfield Road Entry Perspective

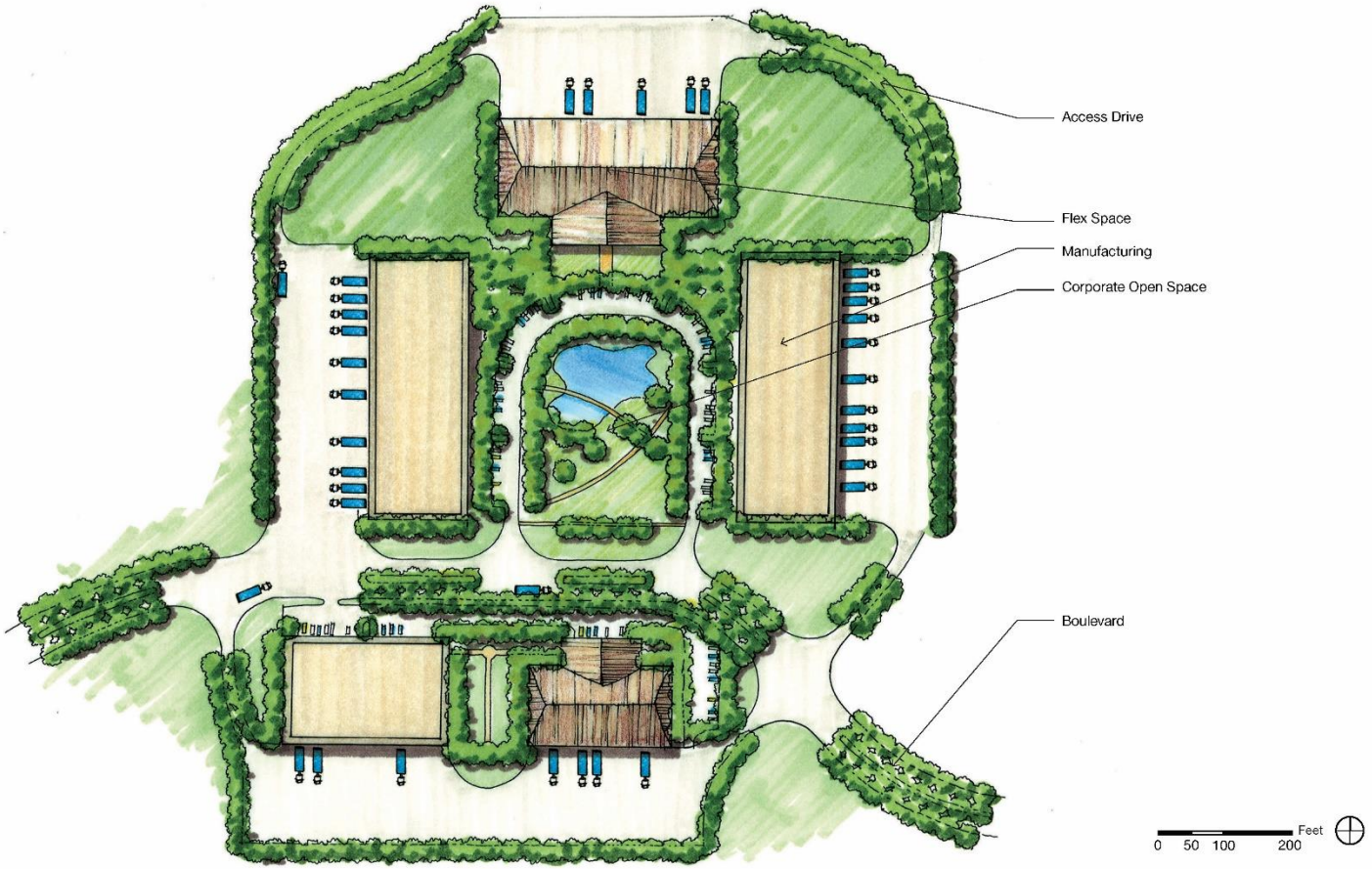




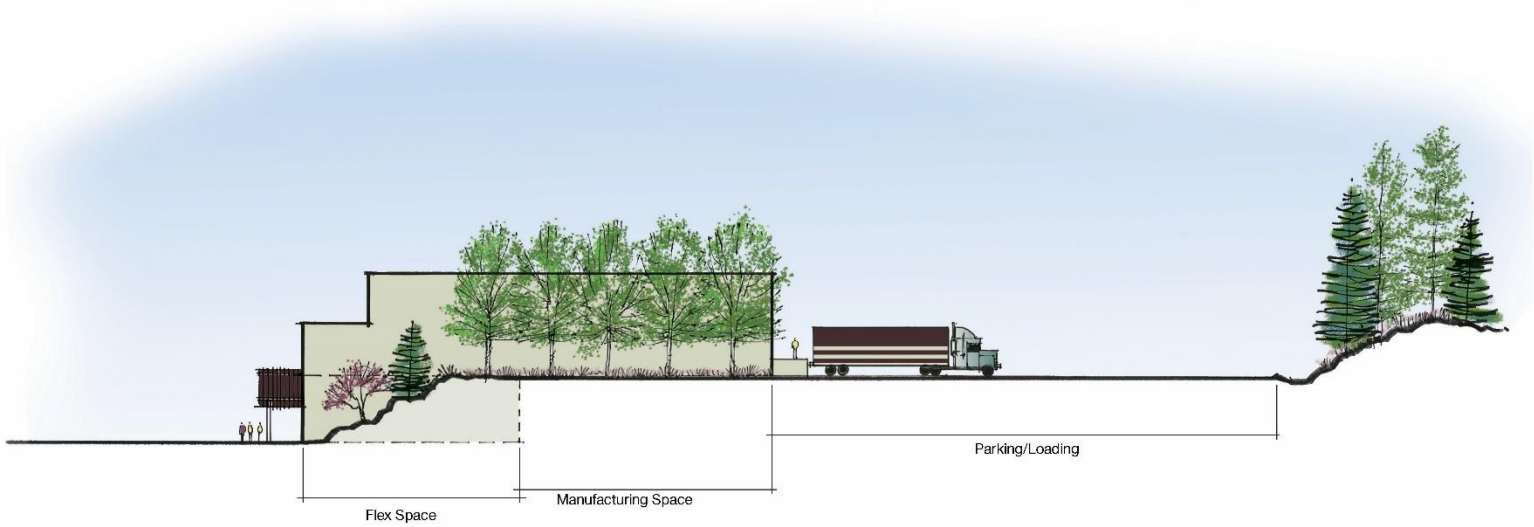


Existing Road

Business Park Enclave



Section - Manufacturing Building on Slope



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We provide services from offices located strategically across the United States, Canada, Europe, the Middle East and Asia.

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EXHIBIT I

EAST GATE ECONOMIC DEVELOPMENT PROJECT AREA PLAN AND BUDGET

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

TABLE OF CONTENTS

PART I. EAST GATE ECONOMIC DEVELOPMENT PROJECT AREA PLAN ...3

INTRODUCTION....4

SECTION 1 - Boundaries of the Economic Development Project Area....4

SECTION 2 - Project Area Characteristics and How They Will be Affected by Economic Development....5
- A. Land Uses in the Project Area....5
- B. Layout of Principal Streets in the Project Area....5
- C. Population in the Project Area....6
- D. Building Intensities in the Project Area....6

SECTION 3 - Standards That Will Guide Economic Development....6
- A. Development Objectives....6
- B. Design Objectives....7
- C. Specific Design Objectives....8
- D. Techniques to Achieve Project Area Plan Objectives....9

SECTION 4 - How the Purposes of State Law Would Be Attained by Economic Development....10

SECTION 5 - How the Plan is Consistent with the City's General Plan....10
- A. Zoning Ordinances....10
- B. Building Codes....11
- C. Planning Commission....11

SECTION 6 - Description of how the Economic Development will create Additional Jobs....11

SECTION 7 - Description of the Specific Projects that are the Object of the Proposed Economic Development....11

SECTION 8 - Ways in which Private Developers will be Selected to Undertake the Economic Development....11
- A. Selection of Private Developers....11
- B. Identification of Developers Who Are Currently Involved in the Proposed Development....12

SECTION 9 - Reasons for the Selection of the Project Area....12

SECTION 10 - Description of the Physical, Social and Economic Conditions Existing in the Area 13
A. Physical Conditions 13
B. Social Conditions 13
C. Economic Conditions 14

SECTION 11 - Description of any Tax Incentives Offered to Private Entities for Facilities Located in the Project Area 14

SECTION 12 - Analysis of the Anticipated Public Benefit to be Derived from the Economic Development 14

SECTION 13 - National and State Register of Historic Places 14

SECTION 14 - Owner Participation 15

SECTION 15 - Relocation Plan 15

SECTION 16 - Eminent Domain 15

SECTION 17 - Amending Plan and Budget 15

SECTION 18 - Project Financing 15
A. Financial Sources 15
B. Tax Increment and Plan Duration 16

PART II. EAST GATE ECONOMIC DEVELOPMENT PROJECT AREA BUDGET 18

EXHIBIT A. Map of the Project Area including Land Uses, Zoning and Principal Street Layout 23

EXHIBIT B. Legal Description of the Project Area 26

EXHIBIT C. A Resolution from Davis County Authorizing the Agency to include County Land in the Project Area Under State Code (17C-1-204) Including a Map and Parcels of the Portions of the Project Area that are not in Layton City Boundaries.. 27

EXHIBIT D. Economic Benefit Analysis 32

EXHIBIT E. Listing of Parcels to be included in the Project Area 41

PART I. EAST GATE ECONOMIC DEVELOPMENT PROJECT AREA PLAN

INTRODUCTION

The Board of the Redevelopment Agency of Layton City has determined that it is in the best interest of the City to create an Economic Development Project Area on the east side of Hill Air Force Base. This action is being taken to grow the local and regional economy by creating jobs and sustaining Hill Air Force Base. This plan is in compliance with Title 17C, Limited Purpose Local Government Entities - Community Development and Renewal Agencies, of the Utah State Code.

This plan recommends that industrial, open space, business and research uses be developed in the area. The project area shall be known as the East Gate Economic Development Project Area (Project Area).

SECTION 1 - Boundaries of the Economic Development Project Area

A map of the Project Area is attached and incorporated herein by this reference as Exhibit "A".

The Legal Description of the Project Area is attached and incorporated herein by this reference as Exhibit "B".

Certain portions of the Project Area are outside the City's boundary and are unincorporated Davis County. According to the State Code Title 17C, Chapter 1, Section 204 this land may be included in the Project Area. This section of the Code states:

> ***17C-1-204. Urban renewal, economic development, and community development by an adjoining agency -- Requirements.***
> *(1) An agency or community may, by resolution of its board or legislative body, respectively, authorize an agency to conduct urban renewal, economic development, or community development activities in a project area that includes an area within the authorizing agency's boundaries or within the boundaries of the authorizing community if the project area or community is contiguous to the boundaries of the other agency.*
> *(2) If an agency board or community legislative body adopts a resolution under Subsection (1) authorizing another agency to undertake urban renewal, economic development, or community development activities in the authorizing agency's project area or within the boundaries of the authorizing community:*
> *(a) the other agency may act in all respects as if the project area were within its own boundaries;*
> *(b) the board of the other agency has all the rights, powers, and privileges with respect to the project area as if it were within its own boundaries; and*
> *(c) the other agency may be paid tax increment funds to the same extent as if the project area were within its own boundaries.*
> *(3) Each project area plan approved by the other agency for the project*

area that is the subject of a resolution under Subsection (1) shall be adopted by ordinance of the legislative body of the community in which the project area is located.

The City will collect Tax Increment from the entire Project Area, including areas that are outside the City limits. A map and legal description of the portion of the Project Area that is outside the City limits are attached and incorporated herein by this reference as Exhibit "C". The resolution from the County authorizing the Agency to include the specified County land in the Project Area is also contained in Exhibit "C". Layton City will be responsible for maintaining all development in unincorporated Davis County.

SECTION 2 - Project Area Characteristics and How They Will be Affected by Economic Development

A. Land Uses in the Project Area

Land uses in the area will be directly consistent with the officially adopted zoning ordinances of Layton City. The following zones exist in the Project Area: (a) Agriculture; (b) Professional Business; (c) Manufacturing; (d) Business/Research Park; and (e) Commercial. There will be no new retail construction permitted in the Project Area, except supportive services for businesses in the Project Area. Smaller retail operations such as restaurants, copy shops, etc. will be allowed in the project area.

The current land uses in the Project area are commercial (12.3%); office (1.4%); agriculture / open space / undeveloped land (86.3%).

Land uses in the Project Area will be affected by future developments. Demolition of existing buildings will be minimal though may be required. Most development will be the construction of new buildings as most of the land in the area is undeveloped. The current uses of existing buildings will largely remain the same with no changes. There will be a large increase in commercial development. All anticipated uses will be consistent with the General Plan of Layton City.

B. Layout of Principal Streets in the Project Area

All principal streets in the Project Area are shown on the Land Use map attached as Exhibit "A". The infrastructure in the Project Area is an integral component of the Plan. Infrastructure will be a catalyst for development as much of the area is not currently accessible. Tax Increment generated from the Project Area will go almost exclusively to infrastructure installation and improvements.

Layton City anticipates that the Project Area could affect the existing infrastructure as follows: (a) one or more of the existing streets will be improved; (b) one or more new streets will be constructed to further development objectives;

(c) intersections may be improved or altered to ensure maximum efficiency for traffic flow and to increase traffic capacity in the Project Area.

C. Population in the Project Area

The Project Area has no residential buildings and though there are small residential zones in the Project Area this plan and the City's General Plan do not allow for any residential uses. Near the Project Area there is a mobile home park and some single-family dwellings. These residences are outside the Project Area and will not be mixed with the proposed development.

The daytime population, workers who work for firms in the Project Area, will be affected by development. Development in the Project Area will bring more workers into the Project Area during the daytime hours.

D. Building Intensities in the Project Area

The building intensities within the boundaries of the Project Area were analyzed. It is expected that the building intensities within the project area will be affected in the following ways:

1. New manufacturing, office, industrial and research buildings will need to be constructed. Some existing buildings will be remodeled or renovated or may be demolished with new manufacturing, office, industrial and research buildings being the focus of development and redevelopment.

2. It is anticipated that the Project Area will transition from lower density commercial and agricultural use to an area of more intense commercial and office uses. This change will increase the daytime population.

3. Infrastructure installation will open up land in the Project Area that had not previously been accessible and developable. This will allow development to occur throughout Project Area.

SECTION 3 - Standards That Will Guide Economic Development

A. Development Objectives

The following objectives will be pursued in order to create a more viable Project Area:

1. Promote and market the Project Area for development or redevelopment that will enhance the economic health of the community through diversification of the City's tax base, create a dynamic Industrial/Business Park that will be a large job base and establish infrastructure that will better accommodate mobility throughout the Project Area.

2. Assist in the expansion, rehabilitation, or construction of buildings if sound long-term economic activity can be increased thereby.

3. Encourage development through the assembly of land into reasonably sized and shaped parcels for expanded economic activity.

4. Provide utilities, streets, curbs, sidewalks, parking areas and landscaping to give the area an improved look and to attract and encourage expanded business activity.

5. Coordinate and improve the public transportation system, including streets and public transit services.

B. Design Objectives

Subject to the development objectives and other provisions of this Plan, owners and developers will be allowed flexibility in the development of land located within the Project Area and will be expected to achieve to the highest quality design and development. Each development proposal will be considered subject to: (1) appropriate elements of the City's 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 City Planning Commission; and (5) a review and recommendation by the Agency to ensure that the development is consistent with this Plan. A review of development proposals may also be made by an advisory design review committee established by the Agency. If the Agency or an advisory design review committee reviews the proposal they will have no more than three weeks to make a review and recommendation concerning the proposal. All reviews will be done before the Planning Commission reviews the proposal.

Each development proposal by an owner or developer will be accompanied by site plans, development data and other appropriate material that clearly describes the extent of the proposed development, including land coverage, setbacks, heights and bulk proposed, off-street parking to be provided, use of public transportation, and any other data determined to be necessary or requested by the City or the Agency.

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

1. Provide an attractive environment.

2. Blend harmoniously with the adjoining areas.

3. Provide for the optimum amount of open space and well-landscaped area in relation to new buildings.

4. Provide surface parking area and structures and structures parking facilities, appropriately designed, screened and landscaped to blend harmoniously with the area.

5. Provide open spaces and pedestrian walks which are oriented to the directions of maximum use and designed to derive benefit from land use relationships and views.

6. Result in the development of land within the Project Area in such a manner that available off-street parking will be maintained to the maximum degree.

7. Comply with the provisions of this plan.

C. Specific Design Objectives

1. Building Design Objectives:

   a. New buildings shall be of design and materials that will be in harmony with the adjoining area and other new developments, and shall be subject to design review and approval by the Agency.

   b. The design of buildings shall take optimum advantage of available views and topography and shall provide, where appropriate, separate levels of access.

   c. Buildings within the Project Area should be designed to be aesthetically pleasing.

2. Open Space Objectives:

   a. Attractively landscaped open spaces shall be provided, which will offer maximum usability to occupants of the building for which they are developed.

   b. Where feasible and appropriate to scale landscaped, paved, and 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.

   c. Materials and design paving, retaining walls, fences, curbs, benches, and other items, should be of good appearance, easily maintained, and indicative of their purpose.

d. 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.

3. Parking Design Objectives:

   a. Parking areas shall be designed with careful regard to orderly arrangement, topography, relationship to view, ease of access, and as an integral part of the overall site design.

   b. Multi-story parking is allowed, in accordance with City ordinances and regulations.

4. Landscape Design Objectives:

   a. A coordinated landscaped design over the entire Project Area incorporating landscaped treatment for open space, roads, paths, and parking areas into a continuous and integrated design shall be a primary objective.

   b. Primary landscape treatment shall consist of shrubs, ground cover, and shade trees as appropriate to the character of the Project Area and as determined by the City and the Agency.

5. Project Improvement Design Objectives:

   a. Public rights-of-way. All streets, sidewalks and walkways within public rights-of-way will be designed or approved by the City and be consistent with all design objectives.

   b. Street lighting and signs. Lighting standards and signs of pleasant appearance and modern illumination standards shall be provided as necessary as approved by the City.

D. Techniques to Achieve Project Area Plan Objectives

Possible activities contemplated in carrying out the Plan in the Project Area include the acquisition, clearance, construction, or rehabilitation of properties in the Project Area.

1. Acquisition and Clearance: Parcels of real property located in the Project Area may be acquired by purchase at fair market value.

2. Construction: New construction may be initiated in order to encourage additional private sector building and investment.

3. Rehabilitation: Properties determined to be in substandard condition by the Agency and not otherwise intended for development may be sufficiently rehabilitated to insure a reasonable remaining economic life.

4. Implementation of Projects: The Agency shall have the right to approve the design and construction documents of all development with the Project Area to ensure that all development within the Project Area is consistent with this Project Area Plan. The City shall notify the Agency of all requests for (1) zoning changes; (2) design approval; (3) site plan approval; and (4) building permits within the Project Area. Projects within the Project Area shall be implemented as approved by the Agency and the City.

SECTION 4 - How the Purposes of State Law Would Be Attained by Economic Development

It is the intent of the Agency, with the assistance and participation of private owners, to encourage and accomplish appropriate development within the Project Area by methods described in this Plan. This includes the installation and improvement of infrastructure in the Project Area. The Agency reserves the right to remove buildings or structures, to construct new buildings, facilities, to purchase land, and to use incentives to maximize appropriate development beneficial to Layton City. By these methods, the private sector 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 this Plan.

SECTION 5 - How the Plan is Consistent with the City's General Plan

This Plan is consistent with and the proposed development conforms the City's General Plan in the following respects:

A. Zoning Ordinances

The property within the Project Area is currently zoned for Agriculture (A, A-1); Business/Research Park (B-RP); Professional Business (PB); Commercial (CP-1, C-H); and Residential (R-1-8). The proposed development is permitted under the current zoning classifications of the City. If any zoning changes are required, such changes will be submitted to the City for consideration and approval. There is some residential zoning in the Project Area but no residential structures. All residential zoning in the Project Area is in the City's General Plan as being zoned for Business/Research Park.

The City General plan envisions the entire project area as being Business/Research Park, Commercial, Agriculture and Manufacturing. The City has pursued this zoning to support the development proposed in this Plan.

B. 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 the Building Codes adopted by or applicable to the City. All building permits for construction or rehabilitation will be issued by the City in order to assure that new development or redevelopment is consistent with the General Plan of the City.

C. Planning Commission

This Plan is consistent with the General Plan of the City which encourages viable commercial centers and the development of an Industrial/Business Park in the Project Area. The Planning Commission must review this Plan for it to be valid.

SECTION 6 - Description of how the Economic Development will create Additional Jobs

A description of how the economic development will create jobs is in the Economic Benefit Analysis which is attached and incorporated herein as Exhibit "D".

SECTION 7 - Description of the Specific Projects that are the Object of the Proposed Economic Development

The Agency believes on the basis of input received by the Agency from owners of real property within the Project Area that a number of development projects may be undertaken by private owners to accomplish the purposes of this Plan. Specific projects will include development that supports the mission of Hill Air Force Base. Infrastructure will need to be installed to facilitate any development. The Infrastructure will open all areas of the Project Area for development.

The Agency will use Tax Increment primarily for the construction of infrastructure and other improvements throughout the Project Area. The Agency believes that increasing access through the Project Area will make the area more attractive to firms and developers looking to locate to the area.

SECTION 8 - Ways in Which Private Developers Will be Selected to Undertake the Economic Development

A. Selection of Private Developers

The Agency desires owners of real property in the Project Area to undertake development of their property and contemplates that owners will take advantage of the opportunity to develop their property. In the event that owners do not wish to participate in development or redevelopment in compliance with the Plan, the Agency reserves the right pursuant to the provisions of the Act to acquire parcels,

to encourage other owners to acquire other property within the Project Area, or to select non-owner developers by private negotiation, public advertisement, bidding or solicitation of written proposals, and by so doing encourage or accomplish the desired development of the Project Area.

B. Identification of Developers Who Are Currently Involved in the Proposed Development

The Agency has been contacted by or has been in contact with developers and current property owners within the Project Area. Several developers have inquired concerning the Project Area. Grandview Corporate Center, LLC and East Layton, LLC are both landowners in the Project Area. They are not working directly with the Agency but have taken various steps to develop land in the Project Area.

1. Qualified Owners: The Agency shall first permit qualified owners within the Project Area to participate as developers in the development of the Project Area.

2. Other Parties: Regarding all or any portion of the Project Area, if owners in the Project Area do not propose development projects, or do not possess the necessary skill, experience and financial resources, or are not willing or able to appropriately develop all or part of the project Area, the Agency may identify other qualified persons who may be interested in developing all or part of the Project Area. Potential developers may be identified by one or more of the following processes: (1) public solicitation, (2) requests for proposals (RFP), (3) requests for bids (RFB), (4) private negotiation, or (5) some other method of identification approved by the Agency.

SECTION 9 - Reasons for the Selection of the Project Area

For the following reasons the Agency has selected this site for the location of the Project Area:

- The Project Area has specific economic advantages because of its location to Hill Air Force Base. The development proposed in this Plan will provide support to the base.

- With infrastructure installments the Project Area will become a vibrant economic quadrant within the City.

- This location offers easy access to a variety of transportation means.

- The Project Area is one of the last remaining Greenfield sites in all of Davis County. The Agency wants to ensure this project is developed in the most efficient manner possible.

- Northern Davis County is in need of life sustaining jobs, this site will be able to support multiple firms that will be bringing high paying jobs to the community.

- This location offers the flexibility and zoning to house a variety of industries.

- The Project Area is one of the last areas in the City where a successful industrial/business park could be located. Most Greenfield areas in Layton are surrounded by housing. There are houses near the Project Area, but they are limited and there is a natural separation between the proposed development and residential structures. The majority of the Project Area is surrounded by Hill Air Force Base and the Wasatch Integrated Waste Management District's garbage disposal facilities.

SECTION 10 - Description of the Physical, Social and Economic Conditions Existing in the Area

A. Physical Conditions

The Project Area consists of 676 acres including public streets. All of the land in the Project Area is privately or quasi-publicly owned, and there is no public land. The majority of the property is undeveloped and there are no public roads to most of the land.

The southwest portion of the Project Area is the only part of the Project Area that has experienced significant development. This area is zoned M-1, light manufacturing, and most businesses in this area are conforming to the M-1 zoning requirements. This area does have some older buildings that may need to be rehabilitated or demolished.

The Sun Hills Golf Course is located in the middle of the Project Area. The Golf Course does have a clubhouse, which is in good shape. The Golf Course will remain open space unless the owner decides to develop the property.

With the exception of one office building in the southeast corner of the Project Area these mentioned developments are the only developments in the Project Area. The remaining portions of the Project Area are undeveloped.

B. Social Conditions

There are no residential structures in the Project Area. There are some commercial buildings in the Project Area that provide jobs. Jobs in the area are generally mixed in pay. The companies that provide jobs in the Project Area are mostly industrial related. There are some firms that do provide higher paying office jobs.

C. Economic Conditions

The land in the Project is largely underutilized. Though some small pockets of the Project Area have been developed, most of the land is undeveloped. The Project Area's location near the Hill Air Force Base make it ideal for industrial/business related development.

The Project Area has remained undeveloped because the needed infrastructure is costly. With the proper infrastructure in place the area will become economically viable and able to support the developments which this plan propose.

SECTION 11 - Description of any Tax Incentives Offered to Private Entities for Facilities Located in the Project Area

Subject to the establishment of the Project Area, the following generally describes tax or other incentives which the Agency intends to offer within the Project Area to developers in consideration for constructing and operating the proposed development.

The Agency may use the City's share of any property tax collections and may under certain conditions use capital improvement funds along with Tax Increment generated from the Project Area to help pay for costs associated with the development of the Project Area. These funds may be used for such items as public infrastructure improvements and installations, Agency requested off-site improvements and upgrades and on-site upgrades, land write downs, desirable Project Area improvements and other items as approved by the Agency. Payment to the developer shall be made through an agreement between the Agency and the City or the Agency and the developer. Except where the Agency issues bonds or otherwise borrows or receives funds, the Agency expects to pay the City or developer for the agreed upon amount. Subject to the provisions of the Act, the Agency may agree to pay for eligible costs and other items from taxes for any period of time the Agency may deem to be appropriate under the circumstances.

SECTION 12 - Analysis of the Anticipated Public Benefit to be Derived from the Economic Development

A description of how the economic development will create jobs is in the Economic Benefit Analysis, which is attached as Exhibit "D".

SECTION 13 - National or State Register of Historic Places

There are no buildings or places in the Project Area that are on or eligible for the National or State register of historic places.

SECTION 14 - Owner Participation

This Plan provides for reasonable opportunities to participate in the development of property in the Project Area by the owners of property in the Project Area. The Agency has previously adopted an Owner Participation Plan, copies of which may be obtained from the office of the Agency upon request.

SECTION 15 - Relocation Plan

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

SECTION 16 - Eminent Domain

The use of eminent domain as part of this plan is limited and will only be use in accordance with Utah State Code Title 17C, Chapter 1, Section 206.

SECTION 17 - Amending Plan and Budget

The Agency may amend or modify this Plan or Budget at any time in accordance with the State Code Title 17C, Chapter 3, Sections 109 and 205.

SECTION 18 - Project Financing

A. Financial Sources

As described in PART II. THE EAST GATE ECONOMIC DEVELOPMENT PROJECT AREA BUDGET, the following sources will be contributing to development in the Project Area.

1. Private Entities:

   Private entities will be responsible for financing their respective developments.

2. Layton City:

   Where feasible Layton City will appropriate funds to improve and install infrastructure in the Project Area. The City does not have the financial resources to allocate significant financial resources to the area. The City will participate as budgetary constraints allow. The City will contribute resources, aside from Tax Increment received from the Project Area, to support the development proposed by this Plan.

3. Tax Increment:

This Plan specifically incorporates the provisions of Tax Increment Financing permitted by the State Code Title 17C, Limited Purpose Local Government Entities - Community Development and Renewal Agencies. This money will primarily be used to improve and install infrastructure and other improvements in the Project Area.

The property tax increments shall be set forth in Section 18 B. Briefly stated, the tax increments that will be available under this Plan are determined in the following manner. After this Plan is adopted, the total taxable value of the property within the Project Area is determined using the last taxable values shown on the last equalized assessment roll prior to adoption of the Plan. This provides a base figure. To the extent the taxable values of property within the Project Area increase above this base figure, application of prevailing tax rates to the increased value above the base figure yields "tax increment." These tax increments arise only with respect to property located in the Project Area. Other taxing entities continue to be entitled to receive the tax revenues that result from application on prevailing tax rates to the base figure of the taxable value, so long as the total of taxable values in the Project Area exceed the base figure. The tax increments are made available for financing and assisting with the financing of development within the Project Area. Such financing can be accomplished through the use of tax increment bonds or other borrowing. These bonds or other borrowing are retired using the tax increments generated from increased taxable values within the Project Area. Bond holders and other creditors have no recourse against anything but such tax increments for payment of such bonds or other borrowing to the extent such bonds or other borrowing are based solely on tax increments. In particular, they have no claims against City funds.

The Agency is authorized to issue bonds if appropriate and feasible in an amount sufficient to finance all or any part of the project.

The Agency is authorized to obtain advances, to borrow funds and to create indebtedness in carrying out the plan. The principal, interest on such advances, funds, and indebtedness may be paid from tax increments or any other funds available to the Agency.

B. Tax Increment and Plan Duration:

The following is an estimate of the total amount of tax increment that will be expended in undertaking economic development and the length of time for which it will be expended.

The Agency has elected to collect 90 percent of the annual tax increment from the Project Area. This includes Property and Personal Property taxes. The Agency will collect 90 % tax increment from the Davis School District and the State

School Board for a period of 15 years commencing from the first tax year the Agency accepts tax increment for the entire project area. The Agency will collect 90% tax increment from all tax entities, except the School District and State School Board, in the Project Area for a period of 25 years commencing from the first tax year the Agency accepts tax increment for the entire project area. The City will start receiving Tax Increment Financing from all Taxing Entity's in the same year.

The Agency must commence implementation of this Plan within *five (5)* years after the date the plan is adopted. The Agency has selected 2006 as a base year for Tax Increment Financing calculations. The Agency will review the Plan at least every five years to assess how development is in line with the requirements and timeline of the Plan. The Agency will hold a Taxing Entity Committee meeting annually to insure that all funds are needed for completion of the items in the Budget.

PART II. EAST GATE ECONOMIC DEVELOPMENT PROJECT AREA BUDGET

EAST GATE ECONOMIC DEVELOPMENT PROJECT AREA BUDGET

ADOPTED DATE: October 18, 2007
AMENDED DATE: July 1, 2010

LINE ITEM EXPENDITURES

Project Area Improvements: 100% of Tax Increment Received

Project Area Improvements Include:

Infrastructure:

INFRASTRUCTURE EXPENDITURES TO BE PAID BY TAX INCREMENT FINANCING FROM PROJECT AREA:

Expenditures to be paid by Tax Increment for infrastructure include: The improvements and extension of Fairfield Road as it extends north and then east around the Sun Hills Golf Course; The extension of 1700 East as it extends north and then west as it extends around the Sun Hills Golf Course to connect into the Fairfield Road extension; utilities that will support future development; detention improvements to support development

INFRASTRUCTURE EXPENDITURES TO BE PAID BY PRIVATE PARTIES:

Expenditures to be paid by private parties for infrastructure include: Greyhawk Commercial Church Street Extension.

INFRASTRUCTURE EXPENDITURES TO BE PAID BY LAYTON CITY:

Expenditures to be paid by Layton City for infrastructure include: The 2006 Extension of Fairfield Road; Construction of 1700 North from Fairfield Road to the East Gate of Hill Air Force Base.

Land Assemblage:

Tax Increment could be used to purchase parcels of land from property owners in the Economic Development Project Area. Tax Increment will be used for land purchase only when in line with the vision and goals of the Project Area Plan.

Economic Development Incentives:

Tax Increment will be used for economic development incentives.

Administration:

No more than three (3) percent of Tax Increment received on an annual basis will be used for administration of the Project Area Plan and Budget.

TAXING ENTITIES IN THE PROJECT AREA, TAX RATES AND CONTRIBUTION

GOVERNMENTAL AGENCY	TAX RATE*	ESTIMATED CONTRIBUTION TO EDA	% OF TOTAL
DAVIS SCHOOL DISTRICT	0.00579	$9,263,939	31%
DAVIS COUNTY	0.002003	$7,007,275	23%
LAYTON CITY	0.002092	$7,320,862	24%
MOSQUITO ABATEMENT	0.000086	$299,605	1%
NORTH DAVIS SEWER DISTRICT	0.000763	$2,669,416	9%
STATE ASSESING AND COLLECTION	0.000139	$486,995	2%
WEBER BASIN WATER CONSERVANCY DISTRICT	0.000178	$663,688	2%
STATEWIDE SCHOOL RATE	0.001515	$2,432,074	8%
TOTAL=	0.012566	$30,143,854	100%

*2006 Certified Tax Rates

The Agency has elected to collect 90 percent of the annual tax increment from the Project Area. This includes Property and Personal Property tax increment. The Agency will collect 90% tax increment from the Davis School District and the State School Board for a period of 15 years commencing from the first tax year the Agency accepts tax increment for the entire Project Area. The Agency will collect 90% tax increment from all tax entities, except the School District and State School Board, in the Project Area for a period of 25 years commencing from the first tax year the Agency accepts tax increment for the entire project area. The Agency has selected 2006 as a base year for Tax Increment Financing calculations.

TIMELINE FOR EXPENDITURES AND TAX INCREMENT FINANCING

2006 BASE VALUE OF TOTAL LAND= $30,594,080 *

*This amount was received from the Davis County Assessors office for the property value of land in the Project Area.

YEAR ONE
ESTIMATED TIF RECEIVED $186,055
PROJECTS FUNDED INCLUDE:

YEAR TWO
ESTIMATED TIF RECEIVED= $270,443
PROJECTS FUNDED INCLUDE:

YEAR THREE
ESTIMATED TIF RECEIVED= $367,489
PROJECTS FUNDED INCLUDE:

YEAR FOUR
ESTIMATED TIF RECEIVED= $479,091
PROJECTS FUNDED INCLUDE

YEAR FIVE
ESTIMATED TIF RECEIVED= $607,434.00
PROJECTS FUNDED INCLUDE:

YEAR SIX
ESTIMATED TIF RECEIVED= $755,028
PROJECTS FUNDED INCLUDE:

YEAR SEVEN
ESTIMATED TIF RECEIVED= $924,761
PROJECTS FUNDED INCLUDE:

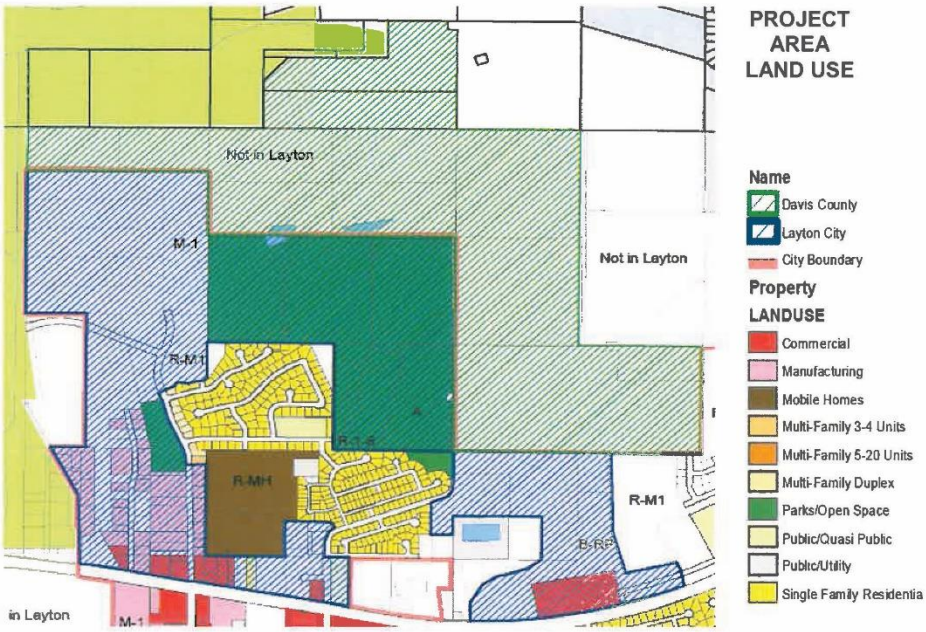
YEAR EIGHT
ESTIMATED TIF RECEIVED= $1,119,955
PROJECTS FUNDED INCLUDE:

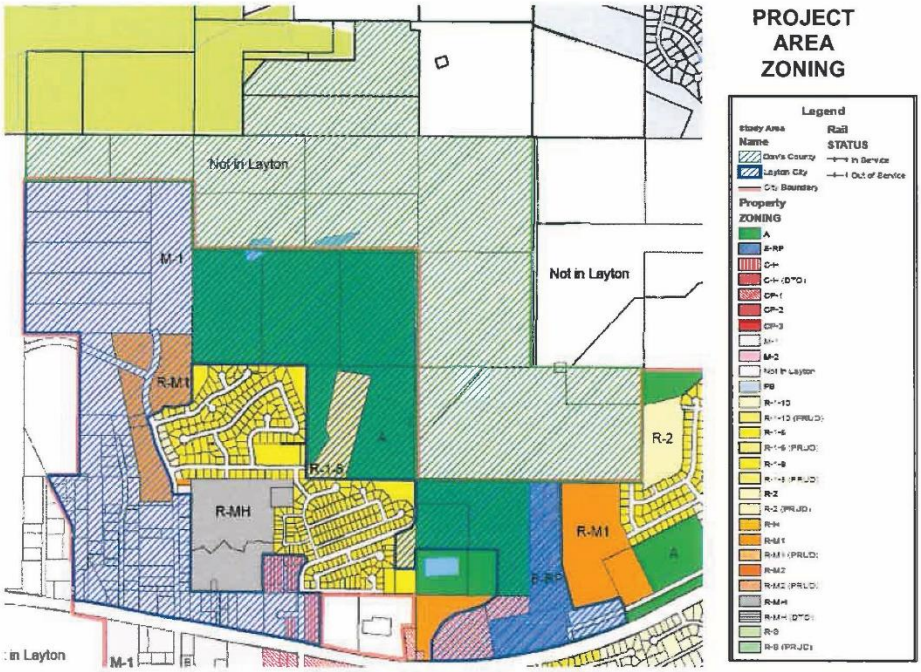
19

YEAR NINE ESTIMATED TIF RECEIVED= PROJECTS FUNDED INCLUDE:	$1,344,427
YEAR TEN ESTIMATED TIF RECEIVED= PROJECTS FUNDED INCLUDE:	$1,602,570
YEAR ELEVEN ESTIMATED TIF RECEIVED= PROJECTS FUNDED INCLUDE:	$1,899,435
YEAR TWELVE ESTIMATED TIF RECEIVED= PROJECTS FUNDED INCLUDE:	$2,240,829
YEAR THIRTEEN ESTIMATED TIF RECEIVED= PROJECTS FUNDED INCLUDE:	$2,345,524
YEAR FOURTEEN ESTIMATED TIF RECEIVED= PROJECTS FUNDED INCLUDE:	$2,454,406
YEAR FIFTEEN ESTIMATED TIF RECEIVED= PROJECTS FUNDED INCLUDE:	$2,567,643
YEAR SIXTEEN ESTIMATED TIF RECEIVED= PROJECTS FUNDED INCLUDE:	$905,412
YEAR SEVENTEEN ESTIMATED TIF RECEIVED= PROJECTS FUNDED INCLUDE	$956,690
YEAR EIGHTEEN ESTIMATED TIF RECEIVED= PROJECTS FUNDED INCLUDE:	$1,010,018
YEAR NINETEEN ESTIMATED TIF RECEIVED= PROJECTS FUNDED INCLUDE:	$1,065,480
YEAR TWENTY ESTIMATED TIF RECEIVED= PROJECTS FUNDED INCLUDE:	$1,123,160
YEAR TWENTY-ONE ESTIMATED TIF RECEIVED= PROJECTS FUNDED INCLUDE:	$1,183,148
YEAR TWENTY-TWO ESTIMATED TIF RECEIVED= PROJECTS FUNDED INCLUDE:	$1,245,535
YEAR TWENTY-THREE ESTIMATED TIF RECEIVED= PROJECTS FUNDED INCLUDE:	$1,310,417
YEAR TWENTY-FOUR ESTIMATED TIF RECEIVED= PROJECTS FUNDED INCLUDE:	$1,377,895
YEAR TWENTY-FIVE ESTIMATED TIF RECEIVED= PROJECTS FUNDED INCLUDE:	$1,448,072
Estimated Grand Total of Tax Increment to be Received:	$30,790,917

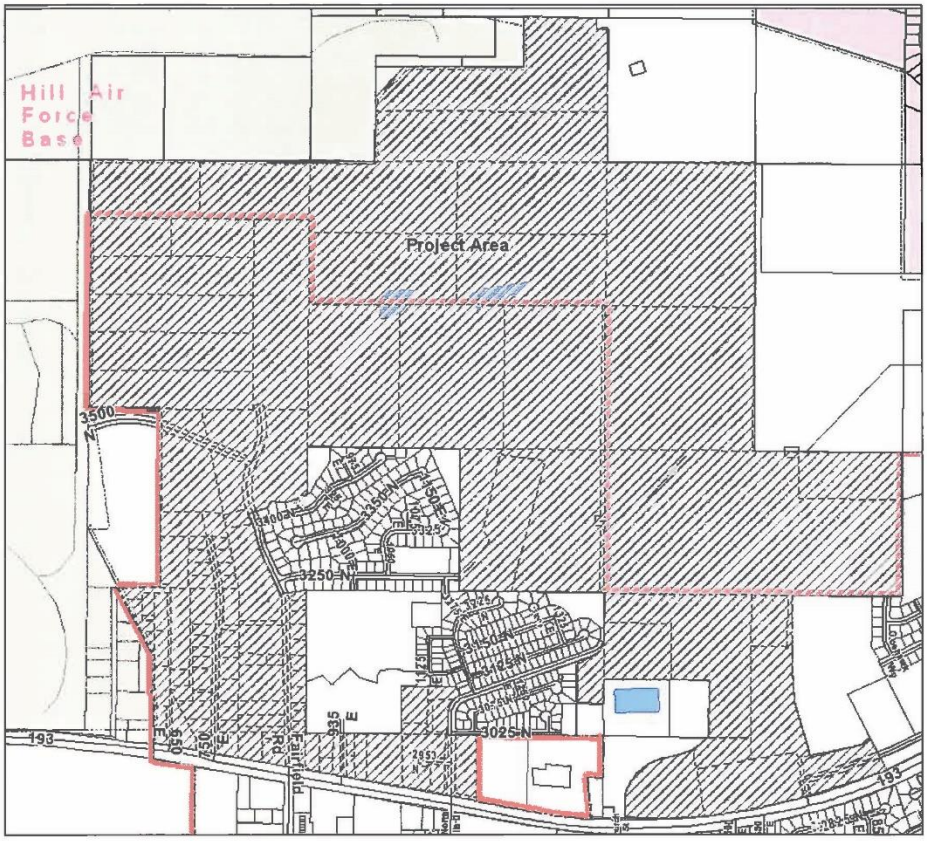
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EXHIBIT A.
Map of the Project Area including Land Uses, Zoning and Principal Street Layout




PROJECT
AREA
ZONING
Legend
Rail
STATUS
In Service
Out of Service
Property
ZONING
Not in Layton
M-1
R-M1
R-1-8
R-MH
R-2
R-M1
A
in Layton
M-1

PROJECT AREA
PRINCIPAL STREET LAYOUT



23

EXHIBIT B.
Legal Description of the Project Area

BEGINNING AT A POINT WHICH IS N 82^10'34" W 274.078 FEET FROM THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S 26^46'49" E 147.313 FEET, THENCE S 11^52'45" E 185.927 FEET, THENCE S 78^55'30" W 2364.885 FEET, N 00^04'04' E 229.227 FEET, THENCE N 55^43'09" E 751.202 FEET, THENCE N 55^03'49" E 179.106 FEET, THENCE N 00^00'00" E 529.871 FEET, THENCE N 89^37'17" W 965.036 FEET, THENCE S 00^05'25" W 231.37 FEET, THENCE N 89^56'13" W 238.173 FEET N 00^16'41" E 392.141 FEET, THENCE N 55^18'54" E 288.449 FEET, THENCE N 00^05'16" E 465.647 FEET, THENCE N 89^37'47" W 1297.955 FEET, THENCE N 00^08'31" E 1310.51 FEET, THENCE N 89^46'40" W 1384.588 FEET, THENCE S 00^44'47" E 436.465 FEET, THENCE S 51^13'58" W 55.375 FEET, THENCE S 84^35'50" W 66.181 FEET, THENCE S 75^25'01" W 103.68 FEET, THENCE N 83^41'14" W 119.325 FEET, THENCE S 33^16'34" W 65.78 FEET, THENCE S 69^22'25" W 108.083 FEET, THENCE S 53^05'00" W 82.324 FEET, THENCE S 20^02'39" E 81.716 FEET, THENCE N 81^12'39" E 11.461 FEET, THENCE S 14^09'03" E 209.538 FEET; THENCE S 24^21'22" E 438.406 FEET, THENCE S 15^54'33" E 98.768 FEET, THENCE S 03^49'05" E 104.029 FEET, THENCE N 86^56'47" E 216.851 FEET, THENCE S 00^06'16" W 1120.811 FEET, THENCE S 89^24'00" E 881.884 FEET, THENCE N 09^12'39" W 101.274 FEET, THENCE N 00^08'23" E 341.274 FEET, THENCE S 88^28'04" E 503.358 FEET, THENCE S 28^49'59" E 76.533 FEET, THENCE S 22^46'31" W 285.345 FEET, THENCE S 01^30'52" W 100.199 FEET, THENCE S 89^46'21" E 263.947 FEET, THENCE S 00^07'01" W 607.153 FEET, THENCE N 79^46'52" W 197.124 FEET, THENCE N 79^39'16" W 1508.307 FEET, THENCE S 88^09'31" W 62.157 FEET, THENCE N 79^37'09" W 1033.734 FEET, THENCE N 83^48'59" W 167.741 FEET, THENCE N 01^23'50" W 842.608 FEET, THENCE N 27^06'10" W 667.248 FEET, THENCE S 89^34'14" E 375.6 FEET, THENCE N 00^08'26" E 1642.56 FEET, THENCE N 90^00'00" W 657.329 FEET, THENCE N 00^01'40" E 2281.95 FEET, THENCE N 89^55'10" E 2576.982 FEET, THENCE N 00^42' 17" W 584.217 FEET, THENCE N 43^08'58" E 395.836 FEET, THENCE N 89^51'19" E 1063.987 FEET, THENCE N 00^20'35" W 456.518 FEET, THENCE N 89^39'25" E 659.006 FEET, THENCE S 00^20'35" E 114.129 FEET, THENCE S 88^22'05" E 106.83 FEET, THENCE S 00^26'29" W 1218.654 FEET, THENCE S 89^59'09" E 1348.39 FEET, THENCE S 00^10'49" W 2643.212 FEET, THENCE S 89^45'28" E 1346.493 FEET, THENCE S 00^18'03" W 1329.666 FEET, THENCE N 89^28'34" W 971.978 FEET, THENCE S 01^22'04" E 968.304 FEET, THENCE S 15^47'10" E 520.265 FEET, THENCE N 76^33'52" E 470.486 FEET, THENCE N 52^22'45" E 96.802 FEET TO THE POINT OF BEGINNING.

CONTAINS APPROXIMATELY 675.60 ACRES.

EXHIBIT C.
A Resolution from Davis County Authorizing the Agency to include County Land in the Project Area Under State Code (17C-1-204) Including a Map and Parcels of the Portions of the Project Area that are not in Layton City Boundaries.

RESOLUTION 07- 277

A RESOULTION BY THE DAVIS COUNTY COMMISSION AUTHORIZING A PORTION OF UNINCORPORATED DAVIS COUNTY FOR USE BY LAYTON CITY IN AN ECONOMIC DEVELOPMENT PROJECT AREA.

WHEREAS, the Davis County Commission supports economic development that creates life sustaining jobs throughout Davis County; and

WHEREAS, the Davis County Commission is aware that Layton City is desirous to use a portion of unincorporated Davis County in the East Gate Economic Development Project Area; and

WHEREAS, the East Gate Economic Development Project Area will serve to bring life sustaining jobs to Davis County; and

WHEREAS, the Utah State Code governing Economic Development Project Areas (17C-1-204) allows a community to use contiguous property outside its boundaries if the legislative body of the community in which the land lies gives its approval; and

WHEREAS, Layton City will be responsible for all public services to new developments that occur in the East Gate Economic Development Project Area whether the land is in Layton City or unincorporated Davis County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVIS COUNTY AS FOLLOWS:

1. As permitted by 17C-1-204 UCA Davis County does hereby authorize Layton City to include certain portions of unincorporated Davis County in the East Gate Economic Development Project Area.
2. Layton City may act in all respects as if the project area located in the unincorporated area of Davis County were within its own boundaries.
3. Layton City by this Resolution has all the rights, powers, and privileges with respect to the project area located in the unincorporated area of Davis County as if it were within its own boundaries.
4. Layton City may be paid tax increment funds to the same extent as if the project area located within the unincorporated area were within its own boundaries.
5. The unincorporated portions of Davis County that will be included in the East Gate Economic Development Project Area are listed by their Tax Identification Numbers in Exhibit "A", which is attached hereto and incorporated by this reference, and as identified on the map in Exhibit "B", which is attached hereto and incorporated by this reference.

Passed and Adopted by the Commissioners of Davis County this 28th day of July, 2007.
August

DAVIS COUNTY

By _____
Alan Hansen, Chair
Davis County Commission

ATTEST:

_____
Steve S. Rawlings
Davis County Clerk/Auditor

Approved as to Form:

_____
Office of Davis County Attorney

EXHIBIT A

The following are Tax Identification Numbers for parcels to be included in Layton City's East Gate Economic Development Project Area. This list is exhaustive and there are no parcels that will be divided for inclusion in the Project Area:

090120022
091160012
091160013
091170002
091190001
091190002
130310010
130310011
130310012
130310013
130310008

EXHIBIT B

The following is a map of the East Gate Economic Development Project. This map identifies which portions of the Project Area are outside Layton City boundaries and are in unincorporated Davis County.

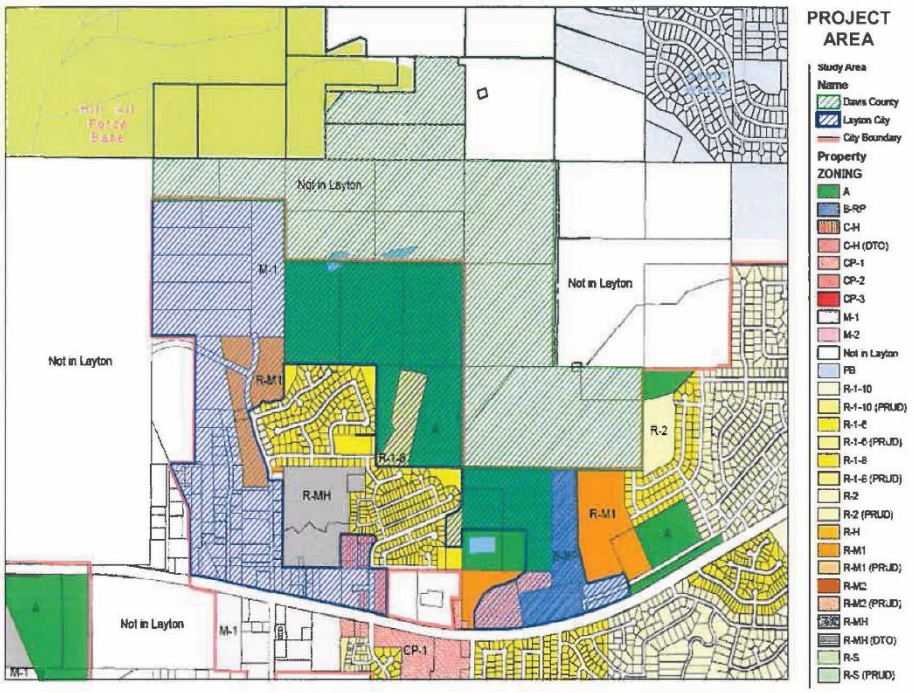


EXHIBIT D.
Economic Benefit Analysis

EAST GATE ECONOMIC DEVELOPMENT ANALYSIS



Prepared By:
Layton City
Department of Community and Economic Development

Purpose

The Redevelopment Agency of Layton City (Agency) has identified a 676 acre area immediately east of the Hill Air Force Base and north of Highway 193 as an area having potential for economic growth. The Agency feels that the proximity of the area to the Air Force Base will create economic growth associated with the Base.

In order to establish a mechanism to assist with economic growth and development and to ensure the compatibility of this growth with Layton City's vision and goals, the Agency proposes establishing the East Gate Economic Development Project Area (Project Area).

The Project Area provides an opportunity for the City to direct certain funds and resources to:

1. Encourage renovation and retention of existing businesses
2. Encourage new businesses to locate in this area
3. Provide infrastructure improvements to entice business expansion and relocation
4. Protect existing businesses from encroachment by undesirable developments

For these reasons, the RDA adopted a resolution authorizing the preparation of a project area plan for the 676 acre project area. The Agency has identified infrastructure as the primary investment for tax increment to be received from the Project Area. This plan will consider multiple aspects of the proposed development.

Background

As outlined in Utah State Code, Title 17C-3-103, this study will address the following issues concerning development in the Project Area:

1. The benefit of any financial assistance or other public subsidy proposed to be provided by the agency, including:
- An evaluation of the reasonableness of the costs of economic development;
- Efforts the agency or developer has made or will make to maximize private investment;
- The rationale for use of tax increment, including an analysis of whether the proposed development might reasonably be expected to occur in the foreseeable future solely through private investment;

2. The anticipated public benefit to be derived from the economic development, including:
- The beneficial influences upon the tax base of the community;
- The associated business and economic activity likely to be stimulated; and
- The number of jobs or employment anticipated to be generated or preserved.

Strengths, Weaknesses, Opportunities and Threats

The Agency has identified several key economic opportunities and concerns in and around the Project Area.

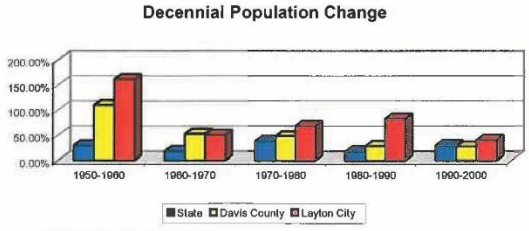
1. The local economy is largely a bedroom community with a retail based economy
2. Residential development is consuming most of the undeveloped land in Layton City
3. The Project Area borders the Hill Air Force Base, which is a catalyst for development
4. Industrial and Business developments exist in the Project Area
5. Much of the Project Area is undeveloped and underutilized

Layton City is largely a retail economy that serves as a bedroom community for commuters traveling to Ogden and Salt Lake. Various studies have shown that 40%-50% of the workforce in Layton commute out of the City to work. This mass exodus of workers has wide spread ramifications.

The freeways through Layton are filled to capacity during rush hour as the transportation means are not sufficient. The Utah Department of Transportation is expanding infrastructure to augment traffic capacity throughout Davis County. The Utah Transit Authority is installing Commuter Rail through Davis County as a mass transportation alternative. In addition to transportation problems, commuter emission outputs also have a negative impact on the environment

The retail economy in Layton does not provide high paying jobs. The average monthly salary for a person working in Layton is $2,200.[1] The average house in Layton costs $195,000.[2] This means that the average person working in Layton cannot afford a house in Layton.

The average home price in Layton is still reasonable compared to Salt Lake area home prices. As a result of reasonable housing prices Layton has become a desirable location to live. Layton is one of the fastest growing areas in the state. The 2000 consensus listed the Layton population at 58,474 with the current population being 68,017.[3]



SOURCE: 2000 CENSUS

[1] Source: www.laytoncity.org/public/Depts/ComDev/Downloads/Planning/StatisticsDemographicsInfo.pdf
[2] Source: http://money.cnn.com/magazines/moneymag/bplive/2006/snapshots/PL4943660.html
[3] Source: www.laytoncity.org/public/Depts/ComDev/Downloads/Planning/StatisticsDemographicsInfo.pdf

This growth has led to most undeveloped land in the City being developed for residential uses. Currently 77% of the City is residential, 7% is commercial and 16% remains open land.[4] Since 1990, approximately 700 acres a year have been converted from agriculture land to residential and commercial land in Davis County. Residential land accounts for 96% of the converted land. Layton ranks first in land conversion with nearly 2,300 acres.[5] According to the Utah State Tax Commission, Davis County has had an 80.6% increase in retail sales since 1990, which is the largest increase among the Wasatch Front counties.

The City is running out of room where viable commercial centers can exist. To help bring higher paying jobs to Layton, City leaders have identified areas of the City that would be naturally attractive and suitable for Economic Development. City leaders have taken specific steps to insure that land is set aside for economic development that will benefit the City. The City has used zoning to facilitate economic development objectives. The growing population creates a threat to possible economic development activities as undeveloped land is continually developed for residential purposes.

City leaders have taken steps to preserve the area east of Hill Air Force Base to allow for development that would create life sustaining jobs. The City has set aside the area specifically because of its proximity to Hill Air Force Base. The Base is the largest single employer in the state; the Base also provides job indirectly through contractors. The City has worked with Base leaders to open an East Gate access point for companies wanting to develop in the area. The City has also built some infrastructure to make the area more accessible.

City leaders selected the Project Area because there are existing industrial structures, zoning and uses. The area has an industrial access point and is naturally separated from residential development. The existing industrial is in decline but provides a natural entrance to an industrial area. The area already has the framework for the proposed development.

The area was also set aside because it is largely undeveloped. City leaders have prioritized undeveloped land and have focused on making the land more accessible. Currently the land has very few roads and is mostly inaccessible.

Project Area Description

The proposed Project Area is located immediately east of Hill Air Force Base and runs south of the Base and the Wasatch Integrated Waste Management District landfill. The Project Area runs north of Highway 193 and is west of Redshoulder Drive. The area consists of 676 acres and has 103 parcels. Major employers in the area include National Fitness Systems and Layton Storage. The area also includes the Sun Hills golf course.

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[4] Source: "Layton City Atlas" 2005 Edition

[5] "The Changing Economic Structure and Current Baseline of Davis County and Municipalities." Study Completed by the Bureau of Economic and Business Research a the University of Utah, June 2007.

Tax Base

Potential new and expanded commercial developments which could occur in the Project Area have potential to increase property taxes by 100%. The current value of property in the Project Area is estimated at $55,080,000. All taxing entities in the Project area tax at a rate totaling .013347, or $735,152.76. If development increases values by 100% then the taxed amount would be 1,470,305.52. In addition to property tax revenues, development could also provide an increase in sales and franchise tax for the Project Area and surrounding areas.

All taxing entities in the area, including the Davis School District, Davis County and other special taxing districts, would be benefited by the increased tax revenues.

Associated Economic Activity

Associated economic activities could take many forms. The most likely associated economic activities are:

1. Businesses retained
2. Businesses dislocated
3. New businesses recruited

Activities could be segmented into those that occur within the Project Area, and those in surrounding areas (the "ripple-effect"). All associated activities will impact Layton City's current and future tax base.

As land and structures are developed underutilized property will become more efficient which will increase the tax base. It is anticipated that no businesses will be dislocated or closed due to the proposed development.

Redevelopment

The Project Area presently contains approximately 15 acres of developed property that is declining. The majority of the Project Area is greenfield and requires no redevelopment. However, both greenfield areas and areas that are in decline are underutilized and do not utilize all the advantages the area offers. For example there are no businesses in the area that directly serve Hill Air Force Base.

Businesses Retained or Dislocated

Businesses in the area will be fortified by the proposed development. The investment of both private and public money and increased economic vibrancy will compliment and strengthen existing businesses. No property owners have indicated they will leave as a

result of development. It is anticipated that no businesses will be dislocated by the proposed development.

Businesses Remodeled and Expanded

Within the Project Area and the surrounding area it is expected that the influence of development will likely encourage other businesses and property owners to expand, remodel and renovate.

Economic Costs

The cost of municipal service delivery varies widely from community to community and depends on the level of services desired and offered by each community, the size of the community, economies of scale, etc. In contrast, revenues are calculated using set formulas for each revenue source. Therefore, expenditures are much more subjective and difficult to estimate. Expenditures are generally projected using a variety of approaches including cost of service studies, comparative analysis with other communities and interviews with municipal staff. The approach used in this analysis has been to use a combination of personal interviews with Layton City staff as well as analyzing similar developments in other cities in Utah.

Interviews with City Fire Department Staff indicate that a significant fire fighting cost could arise from the construction of buildings that would house certain hazardous activities. This is a possibility because of the nature of the proposed development. It is impossible to predict what hazardous activities might be undertaken by firms looking to relocate to the area. Similar developments in the Salt Lake area have required more full time firefighters to help service the area. Fire considerations should be taken into account when determining what types of activities will be allowed in the area.

The Agency has taken into account the necessary costs for public utilities installations and servicing in the area. The Agency has also accounted for detention basins for additional use in the area. The Agency has also accounted for road installation throughout the Project Area. The Agency plans to use Tax Increment Financing to pay for these installations.

As mentioned in the Net Benefits section of the Analysis, there will be a return on public money invested in the Project Area.

Net Benefits

Comparative research (case studies) conducted by the American Farmland Trust suggests that the average cost of providing municipal services for commercial property ranges between $0.26 and $0.43 for every $1.00 of revenue generated.[6] This means the expected

[6] Research conducted by the American Farmland Trust for Utah County suggests $0.26 of expenditures for every dollar generated. The average commercial cost for 18 Midwestern communities as reported by

net revenue to Layton City could be somewhere between $0.57 and $0.74 for every dollar of revenue generated after subtracting the City's costs of providing services.

The net benefits from the proposed development are substantial. This report assumes that the benefits ignore the present revenue situation and only include the incremental costs and revenues the new developments generate. Even when consideration is made for additional fire fighting costs and additional infrastructure expenses, the benefit from increased tax collections and the development of the Project Area greatly exceed any costs.

It is estimated that 1,000,000 square feet of business/industrial space could be developed in the Project Area. This square footage could house anywhere between 2,000 and 4,000 jobs. The proposed development allows for multiple industries with the number of jobs provided by each firm fluctuating according to business type.

Purpose for the Appropriation and Conformity with Public Purposes

The primary purpose for the Agency to invest public money into the Project Area is to attract new businesses to the area that will provide life sustaining jobs. As addressed previously, the lack of life sustaining jobs and land use issues in Davis County are causing problems that must be addressed. Firms that would be attracted to the Project Area are highly sought for and have extensive transportation needs. Communities recruiting these businesses must give themselves every advantage to be successful.

Currently the Project Area has almost no infrastructure and is mostly inaccessible. The only entrance point is unsuitable for the amount of development the Project Area can support. Businesses naturally avoid areas that will have serious financial commitments required for development. The cost of building roads and installing public utilities is estimated at around $20,000,000. Most businesses cannot and will not make an investment of this magnitude for non-operating related expenses. The proposed development will not occur "but for" public investment for infrastructure and public utility installation. The infrastructure will also provide multiple points of efficient entrance to the Project Area, which is necessary to maximize the full potential of the land. This analysis recommends that the Agency seek payback arrangement with firms that benefit from the proposed installations. By only using Tax Increment Financing to pay for infrastructure and public utilities the Agency insures the full cost of development will be paid by the private industry.

Need for the Appropriation

A project of this magnitude, with the potential to significantly impact the Layton City and Davis County economy, plus the potential to positively influence tax collections was deemed critical to the economic prosperity of the City. To not proactively address the area's potential for economic development and potentially allow the area to be

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American Farmland Trust was $0.43 for every dollar generated. The Trust has not completed any studies for Davis County.

continually underutilized and not take advantage of the proximity to Hill Air Force Base would be a high risk situation Layton City cannot afford to have. Public investment is necessary to address a potentially critical economic situation.

EXHIBIT E.
Listing of Parcels to be included in the Project Area

09-050-0011
09-309-0002
09-309-0003
09-309-0004
09-118-0008
09-118-0007
09-118-0006
09-118-0045
09-118-0047
09-050-0007
09-050-0006
09-050-0085
09-050-0086
09-050-0054
09-050-0004
09-050-0001
09-046-0047
09-046-0048
09-046-0049
09-046-0055
09-013-0137
09-046-0001
09-013-0022
09-013-0033
09-013-0030
09-013-0026
09-013-0028
09-046-0045
09-013-0085
09-013-0096
09-013-0138
09-013-0122
09-013-0073
09-013-0135
09-013-0077
09-013-0123
09-013-0074
09-013-0089
09-013-0056
09-013-0024
09-013-0025
09-013-0124
09-013-0136
09-013-0093
09-013-0130
09-013-0103
09-013-0102
09-013-0006
09-013-0127
09-013-0128
09-013-0146
09-013-0145
09-013-0141
09-013-0132
09-013-0140
09-013-0144
09-013-0131
09-013-0143
09-013-0162
09-013-0133
09-273-0009
09-273-0004
09-273-0002
09-273-0003
09-273-0007
09-013-0053
09-273-0008
09-273-0001
09-013-0134
09-013-0063
09-013-0159
09-013-0160
09-012-0029
09-012-0030
09-012-0026
09-012-0027
09-013-0151
09-012-0023
09-012-0022
09-116-0012
09-116-0013
09-117-0002
09-119-0001
09-119-0002
09-006-0037
09-006-0038
09-006-0052
09-119-0016
09-119-0015
09-119-0011
09-119-0013
09-051-0038
09-013-0119
09-013-0099
09-013-0083
09-013-0105
09-013-0108
09-013-0113
09-013-0155
09-013-0154
09-013-0152
09-013-0071
09-013-0111
09-051-0032
09-051-0041
09-051-0040
13-031-0010
13-031-0011
13-031-0012
13-031-0013
13-031-0008

EXHIBIT J

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

PROMISSORY NOTE

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

(Note, Interest Included)

$ _____ _____, Utah

_____, 20__.

1. In a lump sum as herein stated, for value received, I/we _____, hereinafter referred to as "Maker", promise to pay to Layton City Redevelopment Agency, hereinafter referred to as "Holder", or order, at _____, the lump sum of _____ Dollars ($_____) with no interest if paid in full on the date set forth herein for payment.

A late payment penalty of ____ percent (_____%) of any payment due shall be assessed against the Maker if said payment has not been received by Holder within _____ 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 Note includes the unpaid principal balance of any existing Promissory Note(s) ("Senior Note(s)" secured by Trust Deed(s), or any Mortgages. Such Trust Deeds and Mortgage(s) are hereinafter collectively referred to as "Senior Encumbrance(s)". The Senior Note(s) and/or Mortgage(s) is/are more particularly described as follows:

   A. A Promissory Note/Mortgage in an original amount of _____ Dollars ($_____) dated _____, 20__ in favor of Layton City Redevelopment Agency, as Holder/Mortgage, with the Maker/Mortgagor being _____. There is an unpaid principal balance of $_____ as of _____, 20__ bearing interest until 10 days after the note becomes due and payable, at which time interest shall accrue at the rate of _____ percent (____%) per annum, payable $_____ (principal and interest) per month.

3. Maker, at his 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 Note; and

   B. When all the sums payable pursuant to the terms of this Note and the All-Inclusive Deed of Trust securing this Note have been paid in full Holder shall surrender this 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 Note.

4. When all sums due pursuant to the terms of this Note and the All-Inclusive Trust Deed securing this Note, are paid and satisfied in full, Maker, at their option, may request and shall receive from Holder, cancellation and delivery of

this 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 Note, after: (1) foreclosure by Holder or his Trustee of the All-Inclusive Deed of Trust securing this Note, or (2) delivery by Holder to Trustee of a Request for Reconveyance of the All-inclusive Trust Deed securing this Note.

6. In the event that any payment under this Note is not made, or any obligation provided to be satisfied or performed under this Note or the All-inclusive Trust Deed securing this 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 Note and the All-Inclusive Trust Deed securing this Note immediately due and payable.

7. In the event that any payment under this Note is not made, or any obligation provided to be satisfied or performed under this Note or the All-inclusive Trust Deed securing this 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 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 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 Note shall inure to the benefit of and shall be binding upon respective successors and assigns of the Maker and Holder.

10. This Note shall be construed in accordance with the laws of the State of Utah.

11. In this Note, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

12. This Note is secured by an All-Inclusive Trust Deed of even date herewith.

_____ _____

MAKER MAKER

_____ _____

MAKER MAKER

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

JL Properties Development 2021 Tax Increment Incentive Matrix

INDUSTRY	Bldg Sq. Ft.	Min. # of Employees	% of Increment	Permitting Incentive Considered	% Permit Incentive	Min. # of Employees	% of Increment	Permitting Incentive Considered	% Permit Incentive	Min. # of Employees	% of Increment	Permitting Incentive Considered	% Permit Incentive	Min. # of Employees	% of Increment	Permitting Incentive Considered	% Permit Incentive
Prime[1] Contractor for HAFB	5,000	5	100%	Yes	100%												
Prime[1] Subcontractor for Hill AFB or the United States Air Force	10,000	5	100%	Yes	100%												
Prime[1] Subcontractor for the U.S. Military outside of USAF	15,000	5	100%	Yes	100%												
Subprime[1] Contractor for HAFB	10,000	5	100%	Yes	100%												
Subprime[2] Subcontractor for HAFB	15,000	5	100%	Yes	100%												
Subprime[2] Subcontractor for U.S. Air Force	20,000	5	100%	Yes	100%												
PRIMARILY DEPARTMENT OF DEFENSE RELATED IN THE FOLLOWING INDUSTRIES: Aerospace/Aeronautics, Composites/Advanced Materials, Electronics Research & Development3, Electronics, Electronic Equipment Manufacturing[3], Software, Software Programming, Scientific Research, Design or Development, Weapons systems, ammunition, or similar[4], High-Tech Manufacturing[5], Medical Equipment Research & Prototype Development, Energy Harvesting and Distribution Research & Development[6], Machining/CNC, Part Reproduction or related	25,000	30	100%	Yes	100%	25	95%	Yes	100%	20	90%	Yes	100%	10	85%	Yes	50%
PRIMARILY NON-DEPARTMENT OF DEFENSE RELATED IN THE FOLLOWING INDUSTRIES: Aerospace/Aeronautics, Composites/Advanced Materials, Electronics Research & Development[3], Electronics, Electronic Equipment Manufacturing[3], Software, Software Programming, Scientific Research, Design or Development, Weapons systems, ammunition, or similar[4], High-Tech Manufacturing[5], Medical Equipment Research & Prototype Development, Energy Harvesting and Distribution Research & Development[6], Machining/CNC, Part Reproduction or related	40,000	50	90%	Yes	90%	40	85%	Yes	90%	30	80%	No	90%	20	75%	No	90%
NON-DEPARTMENT OF DEFENSE RELATED IN THE FOLLOWING INDUSTRIES WHERE A **MAJORITY OF PRODUCT SUPPORTS A LAYTON BUSINESS**: Aerospace/Aeronautics, Composites/Advanced Materials, Electronics Research & Development[3], Electronics, Electronic Equipment Manufacturing[3], Software, Software Programming, Scientific Research, Design or Development, Weapons systems, ammunition, or similar[4], High-Tech Manufacturing[5], Medical Equipment Research & Prototype Development, Energy Harvesting and Distribution Research & Development[6], Machining/CNC, Part Reproduction or related	50,000	75	85%	Yes	85%	60	75%	Yes	85%	45	65%	No	85%	30	55%	No	85%
NON-DEPARTMENT OF DEFENSE RELATED IN THE FOLLOWING INDUSTRIES WHERE A **MAJORITY OF PRODUCT EXPORTED OUT OF DAVIS COUNTY**: Aerospace/Aeronautics, Composites/Advanced Materials, Electronics Research & Development[3], Electronics, Electronic Equipment Manufacturing[3], Software, Software Programming, Scientific Research, Design or Development, Weapons systems, ammunition, or similar[4], High-Tech Manufacturing[5], Medical Equipment Research & Prototype Development, Energy Harvesting and Distribution Research & Development[6], Machining/CNC, Part Reproduction or related	100,000	100	80%	No	0%	90	70%	No	0%	80	60%	No	0%	70	50%	No	0%

All buildings or their uses may not: Produce glare, attract wildlife, emit frequencies, magnetic properties, or similar objects negative to Hill AFB operations, emit smoke or similar, or anything that may negatively effect Hill AFB flight or Base operations.

[1]Prime Conctactor: any individual, firm, corporation, partnership, association, or other legal non-Federal entity that enters into a contract directly with the DOD to provide a Department of Defense solicited product

[2]Subprime Contractor: any individual, firm, corporation, partnership, association, or other legal non-Federal entity that enters into a contract directly with a 'Prime Contractor' to assist the Prime Contractor as a subcontractor, for the purpose of producing a product, or portion of a product, under contract with the Department of Defense.

[3]Any electronic output or object that creates; noise, wavelength, frequency, or other interference may not disrupt or otherwise be detected by aircraft operated at Hill Air Force Base whether on the ground or in flight. All electronic research must be approved by Hill AFB before it may commence its process.

[4]Above grade weapons testing is not permitted. Any weapons testing impacts including noise, smoke, vibration, smells, chemicals, may not extend beyond the footprint of the building the testing is taking place.

[5]Areospace, Advanced Materials, Outdoor Sports/Recreation, Weapons/Ammunition or similar, Drone, Energy Harvesting/Distribution Systems

[6]Energy related companies are limited to research and product design only

PRIMARILY DEPARTMENT OF DEFENSE RELATED means: More than 50% of company product is directly related to a Department of Defense mission

PRIMARILY NON-DEPARTMENT OF DEFENSE RELATED means: A product is developed for Department of Defense, however less than 50% of company product is directly related to a Department of Defense mission

REDEVELOPMENT AGENCY OF LAYTON CITY
AGENDA ITEM COVER SHEET

Item Number: 3.

Subject:
Closed Meeting to Discuss Purchase, Exchange, or Lease of Real Propety, Including any Form of a Water Right or Water Shares

Background:
N/A

Alternatives:
N/A

Recommendation:
N/A

ADDITIONAL

PACKET

ATTACHMENTS

Layton
Community • Prosperity • Choice

November 4, 2021
RDA Meeting

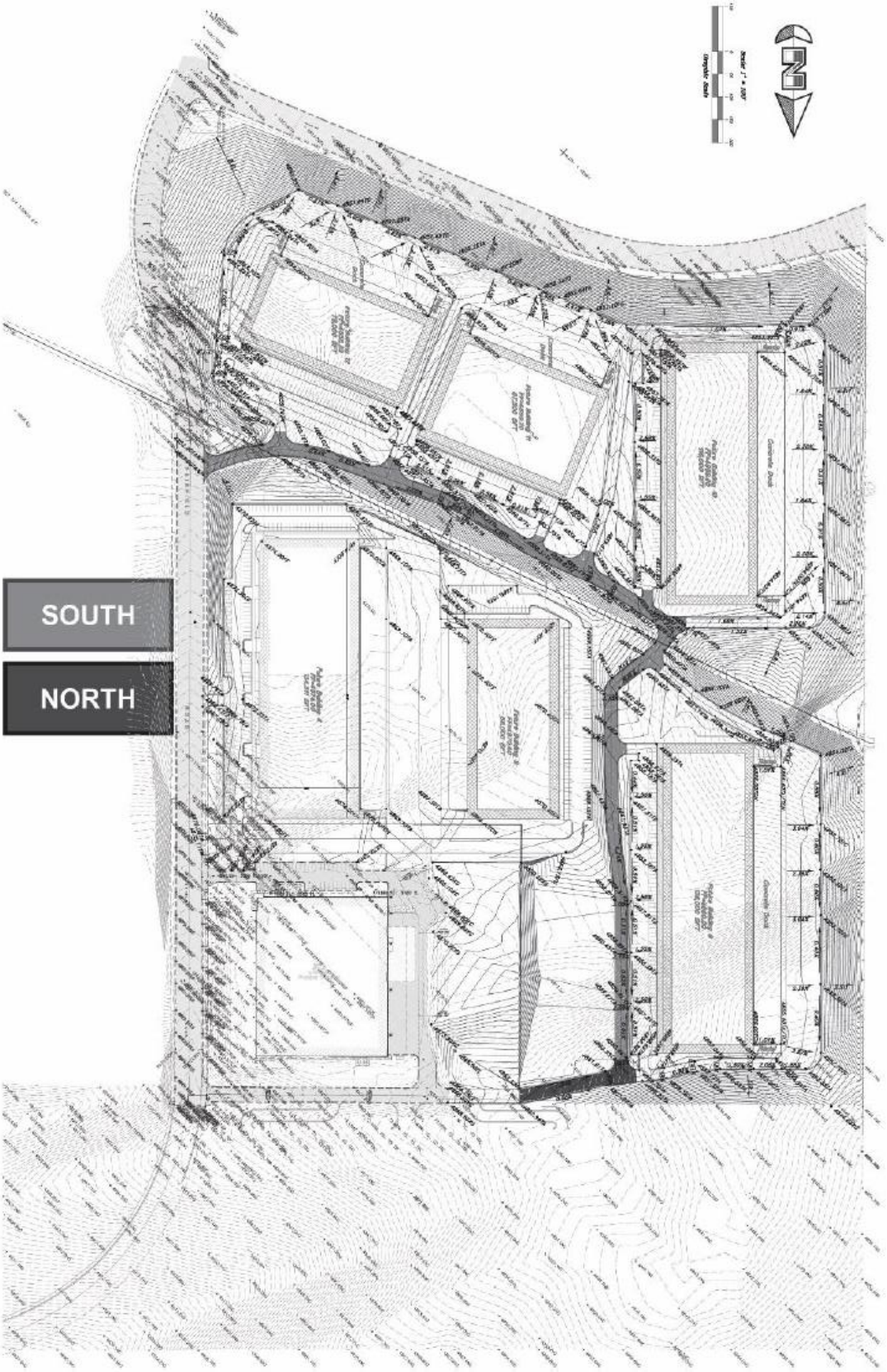
Community & Economic Development Department

Layton
Community • Prosperity • Choice

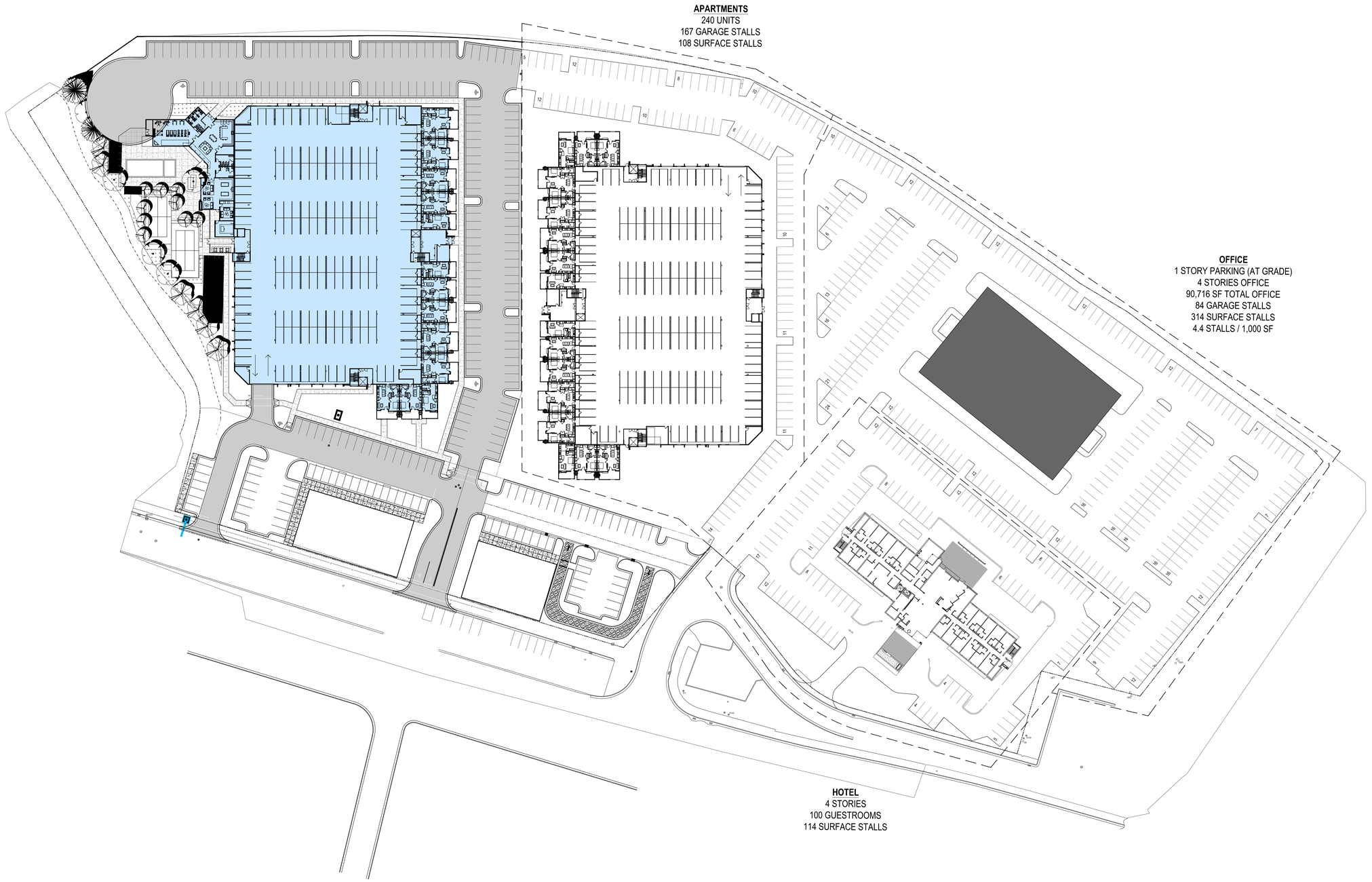
Approx. 3675 N Fairfield Rd
Agreement for the Development of Land

Community & Economic Development Department


Janicki
Kihomac
55.46 Acres
Fairfield Rd
HAFB East Gate
3500 N



C2	3 MAY 2021	Overall Grading Exhibit East Gate Business Park 3500 North Street and Fairfield Road Layton City, Davis County, Utah	GREAT BASIN ENGINEERING INC 5746 SOUTH 1475 EAST OGDEN, UTAH 84403 MAIN (801)394-4515 DIRECT (801)521-0222 FAX (801)392-7544 WWW.GREATBASINENGINEERING.COM



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webpage: aeurbia.com

LAYTON TOD MASTER PLAN

ROCKWORTH COMPANIES

LAYTON, UT

Revision Schedule

MARK	DESCRIPTION	Revision Date

AE2019.356

ARCHITECTURAL SITE PLAN

DATE: **PROJECT ISSUE DATE**

SHEET #:

A001

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