

**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 January 20, 2022.**

AGENDA ITEMS:

1. Minutes of Layton City Redevelopment Agency (RDA) Meeting — November 4, 2021

2. Election of Vice-Chairperson

3. Agreement for the Development of Land (ADL) between the Redevelopment Agency of Layton City (Agency), Young Family Racing Properties Ltd., and Young Automotive Group, LLC (Developer) — RDA Resolution 22-01 — Approximately 461 N 650 West

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

MINUTES OF THE MEETING OF THE REDEVELOPMENT AGENCY OF LAYTON CITY

NOVEMBER 4, 2021 – 5:33 P.M.

BOARD MEMBERS AND OFFICERS PRESENT:

CHAIR JOY PETRO, VICE CHAIR CLINT MORRIS, EXECUTIVE DIRECTOR ALEX JENSEN, BOARD MEMBERS ZACH BLOXHAM, TOM DAY, DAWN FITZPATRICK, AND DAVE THOMAS

STAFF PRESENT:

GARY CRANE, CHAD WILKINSON, DAVID PRICE, ED FRAZIER, AND SECRETARY, KIM READ

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

Chair Petro opened the meeting.

MINUTES:

Board member Morris moved to approve the minutes of June 17, 2021, RDA (Redevelopment Agency) Meeting , as written. Board member Fitzpatrick seconded the motion, which passed unanimously.

AGENDA:

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

Chad Wilkinson, Community and Economic Development Director, introduced Hunter Blake, JL Properties, participating via Zoom. Mr. Wilkinson shared a visual illustration identifying the location of the property and explained the history associated with the parcel. He pointed out the challenges associated with the parcel and stated development had been limited due to the amount of grading needed to develop the site. He reported JL had approached the RDA (Redevelopment Agency) regarding available tools through the EDA (Economic Development Area) specific to development in the East Gate Project Area. He continued to explain it allowed the use of tax increment to assist with infrastructure needs or to remedy impediments associated with development.

D R A F T

He reported JL had requested up-front financial assistance in the amount of approximately \$1.7 million to be used for grading. He added the up-front contribution would be reimbursed to the RDA for a period of time and explained it was contingent upon completion of the development as reflected on the conceptual plan; amounting to approximately 500,000 square feet of commercial or light industrial space over the next approximately six years. He shared the submitted concept plan and oriented the Council. He pointed out the two provisions associated with approving the Development Agreement:

- 1) The funds would be paid back through the development of the property and through the increment generated by the development.
- 2) Protection for the City (RDA) in the form of a trust deed and promissory note that would designate a portion of the property to be used for collateral for the contribution.

He mentioned there were additional incentives available to JL once the initial reimbursement occurred and reviewed those with the Board. He reported Staff was optimistic this would encourage development in this area and possibly provide additional interest in other properties in the area. He pointed out JL was also investing significant funds associated with the development, as well, and stated Staff recommended approval. He asked if there were any questions and a discussion followed regarding the status of the east gate access for HAFB (Hill Air Force Base) and Mr. Wilkinson anticipated that gate would open sometime next summer.

Mr. Blake provided a brief history and background of JL Ventures and Alex Jensen, Executive Director, also shared a brief history between JL and the City.

Board member Day requested some clarification whether the requested funds were considered a \$1.7 million loan and Mr. Jensen explained how the tax increment accrued and a discussion took place specific to the grading project.

Board member Bloxham requested clarification regarding the trust deed and the property valuation was of similar value as to what the RDA was contributing toward the development. Gary Crane, City Attorney, pointed out the deed secured the note and emphasized the values were definitely compatible. He also clarified the City would be monitoring any additional subordination agreements associated with lending to ensure appropriate equity. He explained this process was typical with up-front funding requests and mentioned their performance would determine the amount of the generated increment and added there was also a penalty associated if the proper amount wasn't recognized and the discussion continued.

D R A F T

Chair Petro stated she had participated in many meetings and reported there was significant interest in these types of buildings and didn't believe there would be a problem leasing the buildings upon completion. Mr. Jensen pointed out the significance for the right type of development in this area and the discussion continued.

Board member Fitzpatrick requested clarification regarding some specifics in the 2009 Master Development Plan and Mr. Wilkinson believed this proposal was consistent with what was originally identified in that Plan and a discussion took place regarding other aspects of the original 2009 Plan. Mr. Jensen emphasized the design might change depending on who decides to locate on the parcel and the discussion continued.

Board member Bloxham asked if approval of the request could potentially negatively affect future projects due to the amount of the requested funding on behalf of JL. Mr. Wilkinson responded the requested funding was available in fund balance and suggested the generated increment would be significant and continue to increase over time.

MOTION: Board member Day moved to approve the Development Agreement with JL Ventures, LLC, as presented, Resolution 21-04. Board member Morris seconded the motion. The motion passed with the following vote: **Voting AYE – Board members Fitzpatrick, Thomas, Day, Bloxham and Morris. Voting NO – None.**

UPDATE REGARDING THE LAYTON TRANSIT ORIENTED DEVELOPMENT MASTER PLAN

Mr. Wilkinson shared a draft of a conceptual plan for the parcel designated for the first phase of the Master Plan of the Downtown Area and the TOD (Transit Oriented Development) and clarified the developer's interest in participating with RDA funding. He indicated the City wasn't comfortable with what was proposed by the developer pointing out its inconsistencies with the plan and design of the City's vision of an urban development for the area. He reported the property owner had indicated it was moving forward in working with residents of the Cedarwood Mobile Home Park for relocation.

Mr. Wilkinson informed the Board, the developer had requested RDA funding and Staff believed there was some justification and reviewed some of the infrastructure, including the signaling and intersection, which RDA participation would be appropriate.

D R A F T

Mr. Wilkinson referred to the illustration and identified the location where the City and UTA (Utah Transit Authority) had designated for a parking structure and indicated the City would continue to negotiate with the developer regarding that development.

Board member Day stated he didn't recall a hotel was proposed in conjunction with the amount of multi-family and recollected more office space was proposed and Chair Petro expressed agreement. Mr. Wilkinson responded the option of a hotel had always been a possibility; however, he emphasized this proposal didn't meet the City's vision with the mix of office space. A discussion took place regarding the proposal.

CLOSED MEETING:

The Closed Meeting to Discuss Purchase, Exchange, or Lease of Real Property, Including any Form of a Water Right or Water Shares did not take place.

The meeting adjourned at 6 18 p.m.

Kimberly S Read, Secretary

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

Item Number: 2.

Subject:

Election of Vice-Chairperson

Background:

The Redevelopment Agency (RDA) is a separate legal entity formed by the City to pursue redevelopment and economic development in special areas of the City.

The RDA by-laws provide that the Mayor of Layton City shall be the Chairperson of the RDA Board of Directors, the City Manager shall be the Executive Director, and the City Recorder shall be the Secretary. Annually, the Board is to elect a Vice-Chairperson.

The Vice-Chairperson elected in February 2020 was Clint Morris, who has held this office up to the present.

Nominations should be accepted from the Board for the office of Vice-Chairperson and an election held by the Board members.

Alternatives:

N/A

Recommendation:

N/A

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

Item Number: 3.

Subject:

Agreement for the Development of Land (ADL) between the Redevelopment Agency of Layton City (Agency), Young Family Racing Properties Ltd., and Young Automotive Group, LLC (Developer) — RDA Resolution 22-01 — Approximately 461 N 650 West

Background:

The Developer recently purchased approximately 11.2 acres within the South Main/South Fort Lane Redevelopment Project Area (RDA Plan Area) located at approximately 461 N 650 West within the Barlow Retail Subdivision. The property is bordered by 500 North Street to the north, 650 West Street (King Street) to the west, Union Pacific Rail to the southwest, the Park Village mobile home park to the south, and The Home Depot to the east. The Developer has recently begun site preparation for the construction of a new headquarters building that is approximately 152,000 square feet in size. The new facility will include: Wholesale Parts sales, the central office functions for Young Automotive (Accounting/ HR/ IT), Executive Team, office space for the Center of Excellence, and offices for the “Young Caring for Our Young” divisions from the Young Automotive Group. The Young Automotive Group intend to consolidate some of their operations located in and outside of Layton, and hire 50 new employees at the site within 2 years following completion of the new facility over the next couple of years, with plans for additional future growth.

The Developer has encountered some challenges related to developing the site. First, the Developer was required by the seller of the property to purchase a private storm detention basin adjacent to the property. The storm basin was required by the City as part of the approval of the Barlow Retail Subdivision and is approximately 1.75 acres in size. The detention basin services the entire subdivision and affects the developable land within this site. Purchase of the detention basin property added approximately \$650,000 toward the purchase price of the total property. In addition to initial costs to acquire the property, the detention basin will require some improvements and ongoing future maintenance by the Developer. The most recent bid to prepare the Site, including the detention basin, and complete the necessary infrastructure is approximately \$3.1 million. The cost for grading, earth work and improvements to the detention basin is an additional cost not required of other properties in the region which compete for local business and employment. These costs were unexpected and are not typical of costs associated with similar properties.

Second, the developer has encountered significant increases to costs related to construction of the public and private improvements for the Site, and along both 500 North and 650 West Street. Construction costs have risen over 20 percent between June and December. For these reasons, Agency/City Staff and the Developer have been working together over the past several months and have prepared an ADL for your consideration to approve. In order to make this location competitive and this project feasible, the Developer is requesting financial assistance through the RDA Plan Area and tax increment consistent with other projects in the RDA Plan Area and other urban renewal areas in Layton. Because of continuing increases in construction costs and in order to meet contractor schedules, the Developer has moved forward in good-faith on preparation of the site while the final details of the agreement have been negotiated. If approved, the Developer will continue preparation of the site and complete construction of a 152,000 square foot mixed use retail/office/warehouse with construction of the building to begin no later than May, 2022.

The proposed Agreement provides both up-front incentive paid through the existing RDA Plan Area fund balance, and reimbursement incentive over the life of the RDA Plan Area paid by annual tax increment generated by the site. According to the Developer, up-front incentive toward improvements to the site and detention basin, and assistance with the relocation of operations and employees is critical for this project to move forward. With that in mind, the Developer will receive a portion of the proposed incentive up front for

an amount not to exceed \$1,000,000 when the building permit is pulled, and an amount not to exceed \$1,000,000 once the building is completed and the Developer receives final approval and a certificate of occupancy (see the ADL). The Agreement stipulates that if the Developer fails to construct a new facility, the Developer will be required to reimburse the up-front funding which will be secured by a trust deed and promissory note recorded against the property.

The agreement also provides reimbursement to the Developer for costs associated with relocating operations, relocating employees, and hiring new employees through a tax increment rebate over the life of the RDA Plan Area, which is set to expire in 2029. The Agreement is performance based, in that only the construction of the projected facility in the timelines set forward in the agreement, the relocation of operations, the relocation of employees, and hiring the number of new employees stipulated in the agreement will qualify the Developer for reimbursement. The projected increment has been calculated based on the taxable value of the project which has an estimated total cost of approximately \$30,600,000 with the land included.

This Agreement meets objectives outlined in the South Main/South Fort Lane Redevelopment Project Area Plan which states “private development should be encouraged to undertake new development or redevelopment which will strengthen the tax base of the community in furtherance of the objectives set forth in the Act” and “Provide for the strengthening of the tax base and economic health of the entire community, region and the State of Utah.”

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

Alternatives:

Alternatives are to 1) Adopt RDA Resolution 22-01 approving the Agreement for the Development of Land between the Redevelopment Agency of Layton City and Young Family Racing Properties Ltd., and Young Automotive Group, LLC; 2) Adopt RDA Resolution 22-01 with any amendments the Agency deems appropriate; or 3) Not adopt RDA Resolution 22-01 and remand to Staff with directions.

Recommendation:

Staff recommends the Agency adopt RDA Resolution 22-01 approving the Agreement for the Development of Land between the Redevelopment Agency of Layton City and Young Family Racing Properties Ltd., and Young Automotive Group, LLC and authorize the RDA Board Chair to execute the agreement.

RDA RESOLUTION 22-01

A RESOLUTION ADOPTING AND APPROVING AN AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN THE REDEVELOPMENT AGENCY OF LAYTON CITY, YOUNG FAMILY RACING PROPERTIES LTD., AND YOUNG AUTOMOTIVE GROUP, LLC

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

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

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

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

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

WHEREAS, the Agency is willing to assist with tax increment and reimbursement in accordance with the provisions of the Development Plan and this Agreement.

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

1. That the agreement entitled "AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN THE REDEVELOPMENT AGENCY OF LAYTON CITY, YOUNG FAMILY RACING PROPERTIES LTD, AND YOUNG AUTOMOTIVE GROUP, LLC" which is attached hereto and incorporated herein by this reference, be adopted and approved.

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

3. This Resolution shall become effective immediately upon adoption by the Agency.

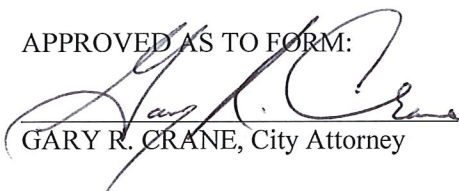
PASSED AND ADOPTED by the City Council of Layton, Utah, this ____ day of ____, 20__.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:



GARY R. CRANE, City Attorney



CHAD WILKINSON, Department Director
Community and Economic Development

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

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

(Approximately 461 N 650 West, Layton City)

This AGREEMENT FOR THE DEVELOPMENT OF LAND (hereinafter referred to as this "Agreement") is made and entered into this _____ 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"), YOUNG FAMILY RACING PROPERTIES LTD., a Utah Limited Partnership, and YOUNG AUTOMOTIVE GROUP, LLC, a Utah Limited Liability Company (hereinafter referred to as "Developer"). The Agency and Developer collectively referred to as the "Parties" and separately as "Party".

RECITALS

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

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

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

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

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

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

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.15 “Exhibit A” shall mean **THE SITE**.

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

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

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

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

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

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

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

ARTICLE II CONDITIONS PRECEDENT

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

ARTICLE III AGENCY'S UNDERTAKINGS

3.1 Up-Front Capital Investment Incentive (UFCII):

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

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

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

3.2. Employment Investment Reimbursement Incentive (EIRI).

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

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

ARTICLE IV DEVELOPER'S UNDERTAKINGS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

5.1 Issuance of Permits - Developer. Developer shall have the sole responsibility for obtaining all necessary building permits in connection with the development of the Site and shall make application for such permits directly to the Layton City Community and Economic Development Department and other appropriate departments and agencies having authority to issue such permits in connection with the development of the Site. The City shall not unreasonably withhold or delay the issuance of its permits.

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

5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of the Developer and their contractors, representatives of the Agency or the City shall have the right of access to the Site without charges or fees during the period of the development of the Site. The Agency and the City shall indemnify, defend and hold Developer harmless from and against all liability, loss, damage, costs or expenses (including attorneys' fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss or damage caused to any person, property or improvements on the Site arising from the negligence or omissions of the Agency and the City, or its agents or employees, in connection with the Agency and the City's exercise of its rights granted in this paragraph.

ARTICLE VI REMEDIES

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

6.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither the Agency, City, nor Developer, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 Extension. Any Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

ARTICLE VII GENERAL PROVISIONS

7.1 Notices. All notices, demands, and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or 3 business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

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

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

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

Upon at least 10 days' prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America.

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of such transmission.

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

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

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

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

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

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

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

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

7.7.3 Upon Developer's request, the other Party agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

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

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

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

DATED this ____ day of _____, 2022.

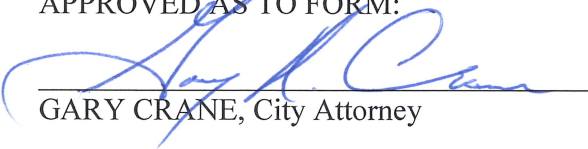
REDEVELOPMENT AGENCY OF LAYTON CITY,

By: _____
JOY PETRO, Chair Date

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:



GARY CRANE, City Attorney

YOUNG FAMILY RACING PROPERTIES, LTD.

A Utah Limited Partnership

By: Young Family Raceway Management, LLC,

A Utah limited liability company

Its: General Partner

By: SWY, L.L.C.,

A Utah limited liability company

Its: Manager

By: _____
SPENCER W. YOUNG, Manager Date

State of Utah)
 : SS
County of Davis)

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

Notary Public

YOUNG AUTOMOTIVE GROUP, LLC,
A Utah Limited Liability Company

By: _____
SPENCER W. YOUNG II, President Date

State of Utah)
 : SS
County of Davis)

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

Notary Public

EXHIBIT A

THE SITE

461 N 650 WEST LAYTON, UTAH 84041

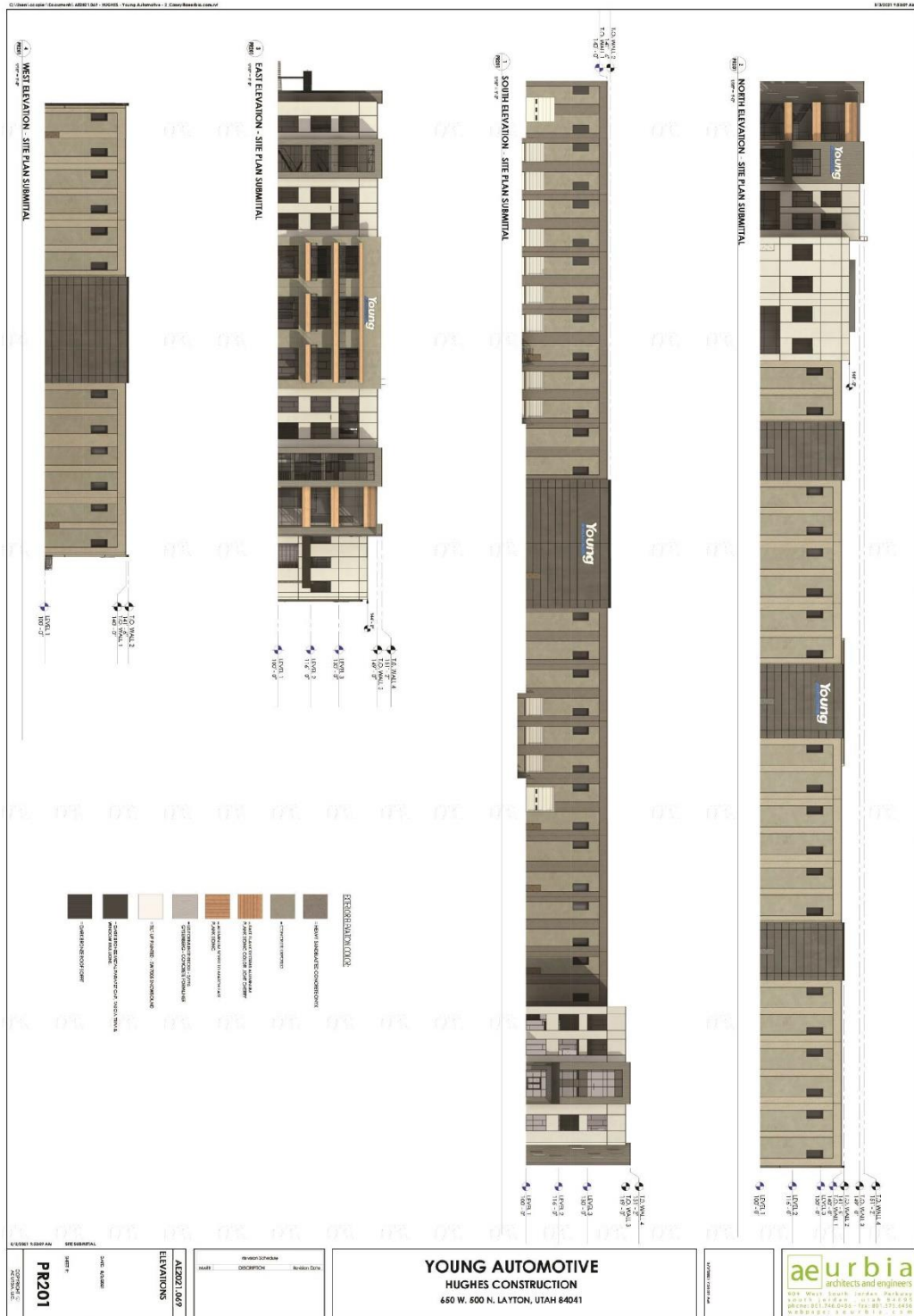


ALL OF LOT 2, BARLOW RETAIL SUBDIVISION. CONT. 11.26400 ACRES LESS & EXCEPT: A PARCEL OF LAND IN FEE FOR THE "WEBER COUNTY TO SALT LAKE COMMUTER RAIL", A UTAH TRANSIT AUTHORITY PROJECT, SD PARCEL BEING PART OF THE GRANTOR'S PPTY DEFINED AS ALL OF LOT 2, BARLOW RETAIL SUB, SIT IN THE E 1/2 OF SEC 20-T4N-R1W,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

[illegible]

EXHIBIT C

PRELIMINARY ARCHITECTURAL ELEVATIONS AND MATERIALS



PRELIMINARY ARCHITECTURAL ELEVATIONS AND MATERIALS



EXHIBIT D

ARCHITECTURAL RENDERINGS



EXHIBIT E

REIMBURSEMENT PROJECTIONS

RDA								
Annual Revenue								
CAPX = \$24,895,015		Projected Total Revenue	Projected Total Revenue	Projected Total Revenue	Projected Total Revenue	Projected Total Revenue	Projected Total Revenue	Projected Total Revenue
Project Year		5% Annual Appreciation	3% Annual Appreciation (historical)	2% Annual Appreciation	1% Annual Appreciation	0% Annual Appreciation	3% Annual Depreciation	
TOTAL		\$1,880,783	\$1,788,766	\$1,672,781	\$1,624,961	\$1,549,375	\$1,384,583	
2021	0	\$0	\$0	\$0	\$0	\$0	\$0	
2022	1	\$77,586	\$77,586	\$77,586	\$77,586	\$77,586	\$77,586	
2023	2	\$163,532	\$168,438	\$163,532	\$165,167	\$163,532	\$163,532	
2024	3	\$171,709	\$173,491	\$166,803	\$166,819	\$163,532	\$158,626	
2025	4	\$180,294	\$178,696	\$170,139	\$168,487	\$163,532	\$153,867	
2026	5	\$189,309	\$184,057	\$173,542	\$170,172	\$163,532	\$149,251	
2027	6	\$198,774	\$189,579	\$177,012	\$171,874	\$163,532	\$144,774	
2028	7	\$208,713	\$195,266	\$180,553	\$173,593	\$163,532	\$140,431	
2029	8	\$219,149	\$201,124	\$184,164	\$175,329	\$163,532	\$136,218	

EXHIBIT F

TRUST DEED

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

TRUST DEED

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

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

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

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

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

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

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

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

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

By: _____
SPENCER W. YOUNG, Manager Date

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

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

Notary Public

Or,

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

By: _____
SPENCER W. YOUNG II Date
Its: President

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

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

Notary Public

EXHIBIT G

PROMISSORY NOTE

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

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

(Note, Interest Included)

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

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

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

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

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

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

MAKER:

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

By: _____
SPENCER W. YOUNG Date
Its: Manager

MAKER:

YOUNG AUTOMOTIVE GROUP, LLC,
A Utah Limited Liability Company

By: _____
SPENCER W. YOUNG II Date
Its: President

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

Executed as of the date and place first above written.

HOLDER

HOLDER

HOLDER

HOLDER

EXHIBIT H

RDA PLAN

**LAYTON CITY
REDEVELOPMENT AGENCY**



Revised South Main / South Fort Lane
Redevelopment Project Area Plan

June 17, 2004



SOUTH MAIN STREET / SOUTH FORT LANE
REDEVELOPMENT PROJECT AREA PLAN

June 17, 2004

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

DESCRIPTION OF THE REDEVELOPMENT PROJECT AREA

The Redevelopment Project Area is enclosed within the following boundaries:

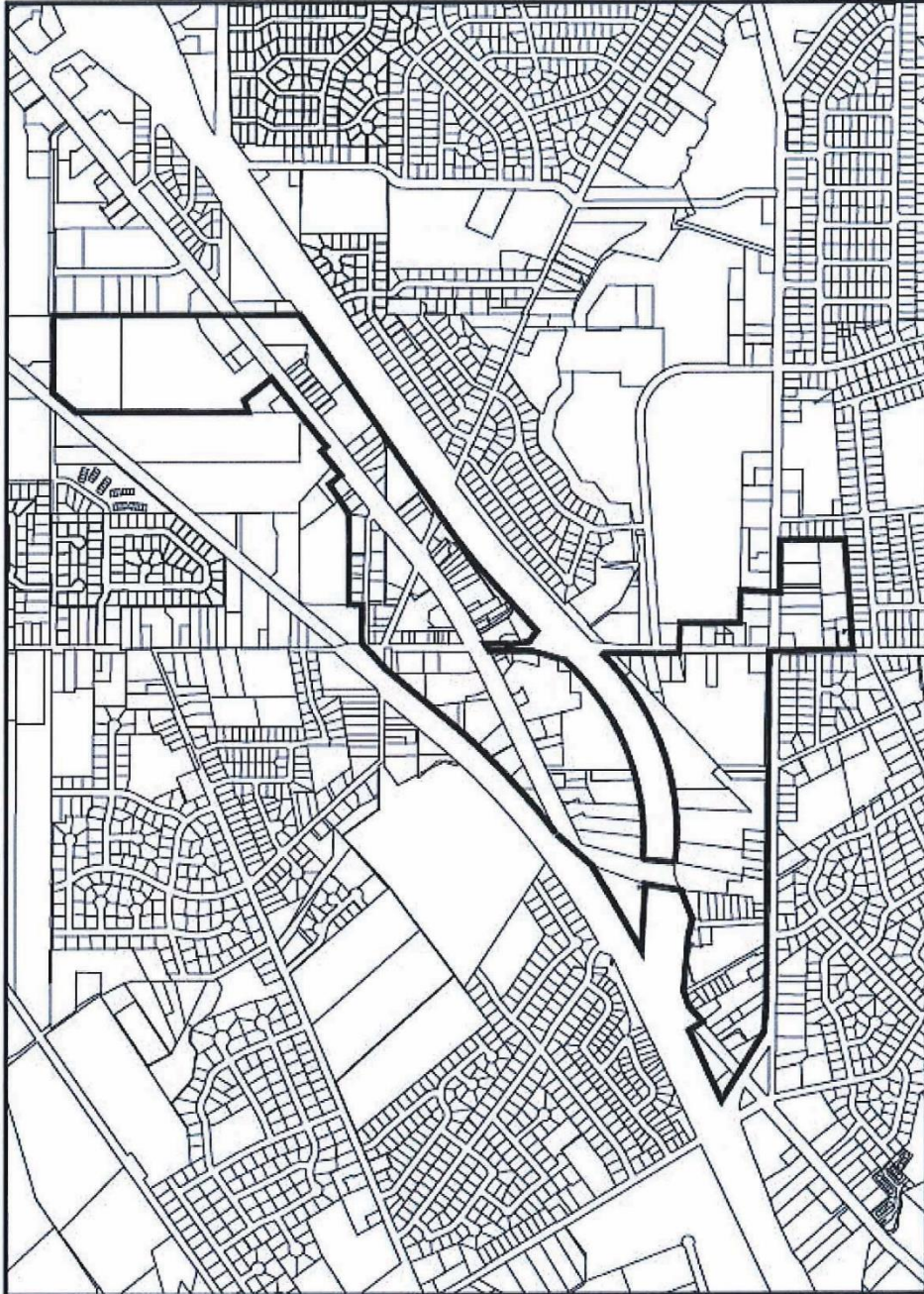
Beginning at the center of Section 20, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°59'25" East 1951.31 feet, thence South 34°49'32" East 1861.38 feet, thence southeasterly 567.10 feet along the arc of a 5818.16 foot radius curve to the left, (long chord bears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

Contains 194.67 acres.

MAPS OF THE PROJECT AREA

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

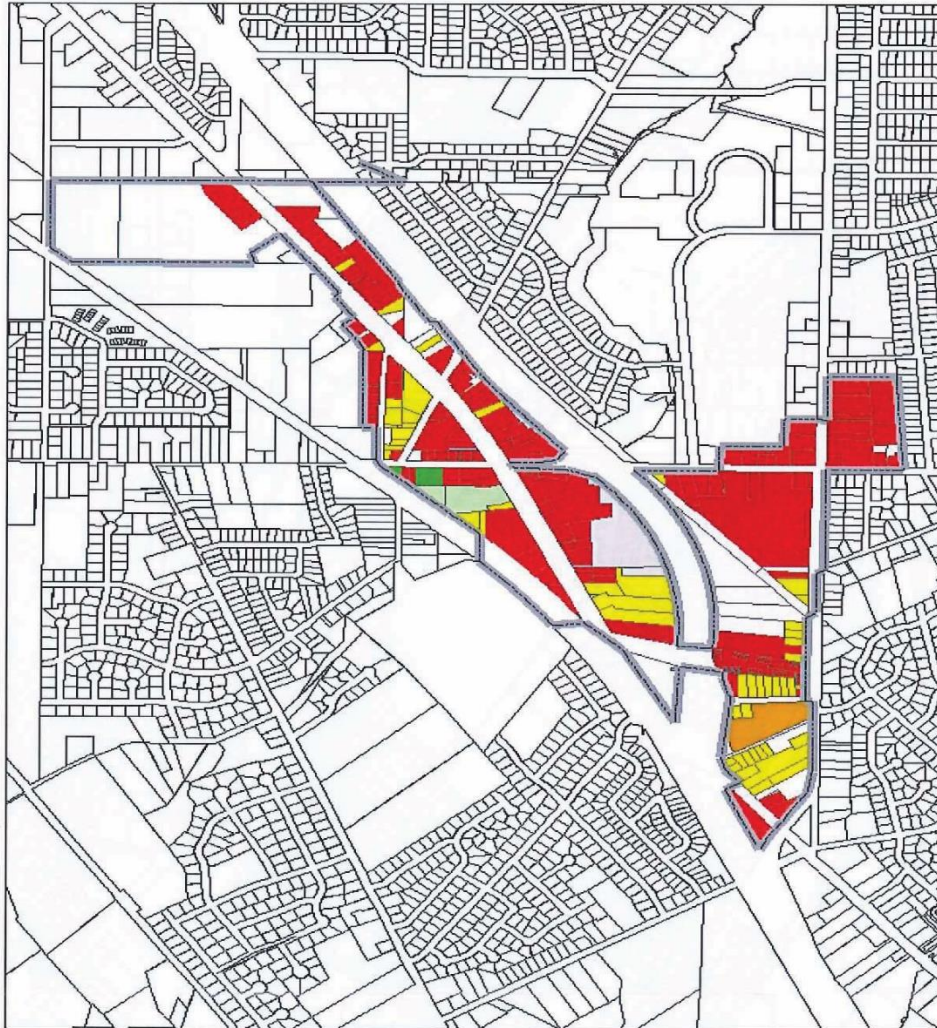
RDA PROJECT AREA



Land Use

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

RDA Project Area Land Use



POPULATION DENSITIES

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

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

BUILDING INTENSITIES

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

STANDARDS TO GUIDE REDEVELOPMENT IN THE PROJECT AREA

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

REVIEW OF REDEVELOPMENT PROPOSALS

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

HOW THE PURPOSES OF STATE LAW WILL BE ATTAINED BY REDEVELOPMENT

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

Redevelopment Plan Restrictions

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

100 Acre Limitation

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

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

Three (3) Year Time Limit to Commence Implementation

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

OWNER PARTICIPATION

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

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

Guidelines for Owner Participation

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

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

Tenant participation:

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

HOW THE PROPOSED REDEVELOPMENT CONFORMS TO THE GENERAL PLAN

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

Zoning Ordinance

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

Building Codes

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

Planning Commission Approval

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

FINDINGS OF BLIGHT IN THE PROJECT STUDY AREA

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

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

trained professionals, and the principal findings and conclusions.

Background of the Blight Survey Area

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

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

Blight Criteria

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

Definition of Blight

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

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

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

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

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

1. LEVEL 1 ANALYSIS

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

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

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

2. LEVEL 2 ANALYSIS

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

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

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

Legislative Criteria

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

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

(l) Existence of any hazardous pollutant or contaminant substances.

Presence of contaminant or pollutant substances

State under-ground leaking fuel tanks list

Summary and Conclusions of Blight

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

(1) Meets the statutory criteria:

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

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

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

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

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

Use of Eminent Domain in the Redevelopment Project Area

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

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

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

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

OTHER REDEVELOPMENT PLAN OBJECTIVES**Continued Use of Existing Buildings**

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

Retail Sales

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

Residential Development

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

STANDARDS PROPOSED AS THE BASIS FOR THE REDEVELOPMENT

Statement of Development Objectives

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

General Design Objectives

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

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

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

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

Specific Design Objectives and Control

Building Design Objectives

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

Open Space Pedestrian Walks and Interior Drive Design Objectives

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

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

Landscape Design Objectives

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

Project Improvement Design Objectives

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

Techniques to Achieve The Redevelopment Plan Objectives:

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

- Rehabilitation:
- Implementation of Redevelopment Projects:

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

- Cooperation with the Community and Public Bodies:

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

IMPLEMENTATION OF REDEVELOPMENT PROJECT PROGRAM

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

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

developers.

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

RELOCATION PLAN

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

PROVISIONS FOR AMENDING THE REDEVELOPMENT PLAN

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

HISTORIC STRUCTURES AND HISTORIC USES

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

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

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

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

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

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

OTHER CONSIDERATIONS

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

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

SUPPORTING DOCUMENTS

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

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

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

Other supporting documents include:

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

BENEFITS OF FINANCIAL ASSISTANCE PROVIDED BY THE REDEVELOPMENT AGENCY

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

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

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

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

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

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

South Main/South Fort Lane Redevelopment Budget Detail

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

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

2012	\$1,080,000	Lights	Fort Lane	144	16'	@\$ 7,500
	760,000	Lights	Main Street	76	30' ornamental cobra	@\$10,000
	637,500	Lights	Main Street	85	16' pedestrian	@\$ 7,500
	285,000	Lights	Gentile Street	38	16' pedestrian	@\$ 7,500
	187,500	Lights	Church Street	25	16' pedestrian	@\$ 7,500
	<u>210,000</u>	Lights	Cross Street	28	16' pedestrian	@\$ 7,500
	\$3,160,000					
	<u>304,900</u>	10% Contingency				
	\$3,464,900					

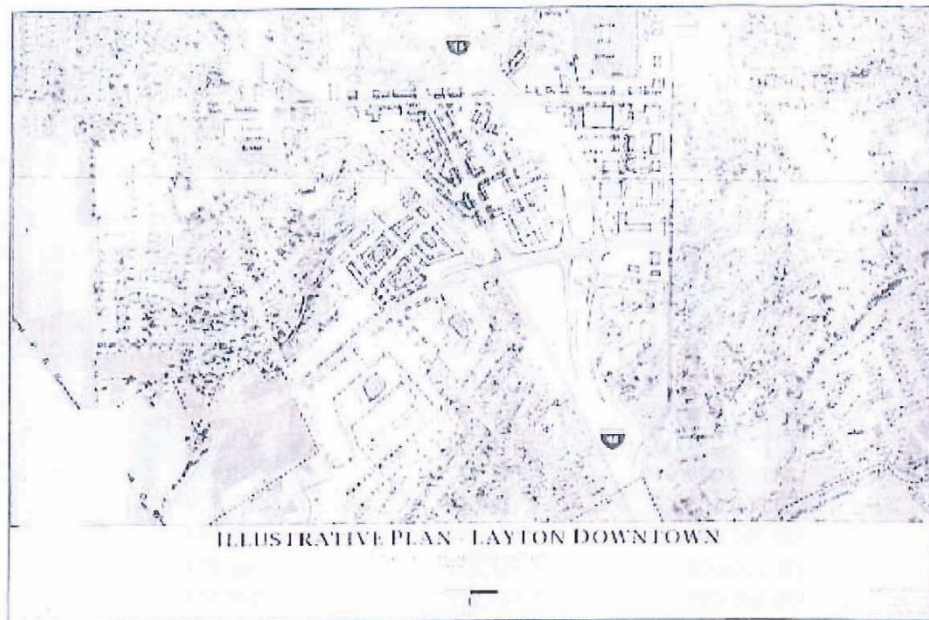
\$	76,800	Trees	Main Street	128	4"	@\$600
	40,250	Trees	Main Street	115	3"	@\$350
	17,500	Trees	Gentile Street	50	3"	@\$350
	11,550	Trees	Church Street	33	3"	@\$350
	12,600	Trees	Cross Street	36	3"	@\$350
	<u>50,400</u>	Trees	Fort Lane	144	3"	@\$350
\$	209,100					
	<u>20,910</u>	10% Contingency				
\$	230,010					

\$	108,000	Benches	90	@\$1,200
	72,000	Trash Receptacles	90	@\$ 800
	75,000	Bus Shelters	5	@\$15,000
	30,000	Veterans Memorial Park Enhancements		
	9,000	Directional and Image Signage		
	<u>400,000</u>	Burying existing overhead electrical, telephone and cable		
\$	694,000			
	<u>69,400</u>	10% Contingency		
\$	763,400			

\$4,458,310 Total for 2012

2013 \$3,041,429 Loan Guarantees (Contingent Liability)

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



Layton, UT:
Main Street



Layton, UT:
Main Street



Layton, UT:
Main Street

