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JUN 30 2011

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Recording Requested by:

CLEARFIELD CITY
COMMUNITY DEVELOPMENT
55 SOUTH STATE ST
CLEARFIELD, UT 84015

E 2605344 B 5306 P 312-318
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/30/2011 10:55 AM
FEE \$62.00 Pgs: 7
DEP RT REC'D FOR CLEARFIELD CITY

Park Village Development Agreement

A Development Agreement pertaining to the following lots in the Park Village Phase 1 and Phase 2 Amended Planned Residential Unit Development (P.R.U.D):

Parcel ID Number:	Legal Description:
12-693-0002	ALL OF LOT 2, PARK VILLAGE-PHASE 1 PRUD
12-693-0009 to 12-693-0013	ALL OF LOTS 9 THROUGH 13, PARK VILLAGE – PHASE 1 PRUD
12-693-0015 to 12-693-0017	ALL OF LOTS 15 THROUGH 17, PARK VILLAGE – PHASE 1 PRUD
12-693-0022 to 12-693-0034	ALL OF LOTS 22 THROUGH 34, PARK VILLAGE – PHASE 1 PRUD
12-712-0030 to 12-712-0032	ALL OF LOTS 30 THROUGH 32, PARK VILLAGE – PHASE 2 PRUD
12-712-0034 to 12-712-0048	ALL OF LOTS 34 THROUGH 38, PARK VILLAGE – PHASE 2 PRUD
12-712-050	ALL OF LOT 50, PARK VILLAGE – PHASE 2 PRUD

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this 29th day of August 2006, by and between Clearfield City (the "City"), a municipal corporation, and Gardner Park Village, LLC. ("Developer").

RECITALS

- A. Developer intends to develop certain property situated in Clearfield City, Davis County, Utah, more particularly described in Exhibit A hereto and known as the "Property."
- B. Developer owns or has a contractual right to purchase the Property.
- C. The Developer desires to develop the Property in one or two phases to the Park Village Final Plat(s) and Utility Plan attached hereto as Exhibit B (the "Plat").
- D. The City has approved the Plat submitted by the Developer for the development of the Property.
- E. Developer and City are entering into this Development Agreement as part of the final plat approval for the Plat.

NOW, THEREFORE, in consideration of the premises and the terms and conditions herein stated and for other valuable consideration, the adequacy of which is acknowledged by the parties hereto, it is agreed as follows:

1. Developer's Undertaking

- a. Developer hereby agrees to construct and to install, all improvements described in the Plat. Developer agrees to pay for such improvements. In the event that Developer does not complete such improvements according to the specific plans set forth in the Plat, the City shall have the right to cause such work to be done as is necessary to reasonably complete the installation of the improvements and Developer shall be liable for the cost of such additional work.

The Developer shall be responsible for installing sanitary sewer and storm sewer lines in addition to the other improvements on the Utility Plan. All improvements can be installed with the first phase of development.

The City shall not issue any building permits until culinary water, fully operational fire hydrants, sewer, including necessary grading, storm drains and/or subsurface drainage facilities have been installed pursuant to the approved construction drawings. The City will not require that asphalt be installed prior to issuance of building

permits but requires compacted roadbase before permits are issued.

No Certificates of Occupancy shall be issued by the City until the streets are completely installed including paving to the satisfaction of the City. No more than twenty-five (25) permits shall be issued until a second access road is provided to the subdivision. Lot 8 shall be developed last for a community clubhouse if approved by the HOA.

b. All housing units within the development of the Property shall be single-family dwellings and shall have a two-car garage.

c. Residential units shall have at least 1200 square feet of finished floor space above grade if the unit is one story with a basement. Ramblers with no basement or two stories shall have at least 1500 square feet of finished floor space above grade. A residence without a basement shall be built with footing and foundation construction.

d. Each residential unit in the Property shall have the following minimum setbacks: (1) Driveways: 18 feet in front of the garage as measured from the back of curb or back of sidewalk if sidewalk on that side; (2) side yard: a minimum of two (2) feet on the garage side of the lot and two (2) feet past the patio on patio side always maintaining a minimum separation of 10 feet between buildings. (3) rear yards: 15 feet; and (4) corner yards: 15 feet at the street side yard.

e. Front elevations shall have at least fifty percent (50%) of brick or rock or hardiboard. All side and rear exterior finishes may be brick, stucco, rock, or combinations thereof. Any stucco finishes shall not be installed using an exterior insulated finish system (EIFS).

f. Developer shall construct single family residential units on the Property in substantial conformance with the plans and elevations presented to the City during the approval process which elevations shall be kept on file in the records of Clearfield City its assigns, may modify the plans and elevations for residential units on the Property provided that such modifications satisfy the requirements of paragraphs 1(b),1(c) and 1(e) of this Agreement and further provided that such modifications of the plans and elevations shall be presented to and approved by the City.

g. Developer shall install a six (6) foot high fence around the perimeter of the subdivision, except at

the locations to meet the City clear view ordinance.

h. Developer shall install all street lights and street signs.

i. Developer shall establish a homeowners association to be responsible for all aspects of maintenance of the grounds and all development improvements. Should the homeowners association fail to maintain the grounds, the City shall have the right, but not the obligation to perform such maintenance and bill the charges to the individual homeowners on a pro rated basis.

j. The Developer shall record this Agreement as covenants running with the lots and land in the Development and indicate on the Plats approved for each phase the existence of this Agreement and the recording data therefore.

2. **City's Undertakings.**

a. City shall approve the Plat as provided for in Exhibit A attached hereto and immediately record said plat with the County Recorder's office.

b. City shall approve the final plats for the development of the Property provided that such final plats are consistent with the Plat.

3. **General Terms and Conditions.**

a. Integration Clause. This document and those incorporated by reference constitute the entire agreement between the Parties and may not be amended except in writing signed by the Parties.

b. 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.

c. Attorneys Fees. In the event of any action or suit by a party against the other party for any reason of any breach of any of the covenants, conditions, agreements, 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 attorney's fees.

d. 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 courts

of the State of Utah.

e. Remedies for Breach. In addition to any other remedies allowed under law or equity, the parties shall specifically be entitled to specific performance of the terms and conditions under this Agreement.

f. Successors and Assigns of the Parties. This Agreement shall be binding upon the parties and their successors and assigns, and where the term "Developer", "Party" or "Parties" is used in this Agreement it shall mean and include the successors and assigns of Developer. In addition, Developer may assign the rights to develop part of the Property to a third party pursuant to the terms of this Agreement, provided that such third party agrees to be bound by the terms of this Agreement.

g. Headings. The paragraph headings of this Agreement are for the purposes of performance only and shall not limit or define the provisions of this Agreement or any of said provisions.

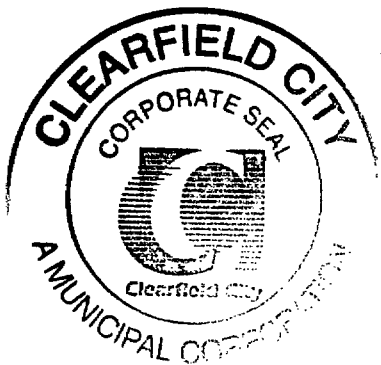
h. Severability or Partial Validity. If any term, covenant, paragraph, or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such remaining term, covenant, or condition of this Agreement shall be valid and enforceable to the full extent permitted by law.

i. Warranty of Authority. Each party signing or executing this Agreement warrants that they have full authority to sign this Agreement and by signing said Agreement do bind the parties thereto.

j. Development in Phases. The Property is to be developed in one or two phases.

WITNESS WHEREOF, the Developer and Clearfield City have executed this Agreement effective as of the date first above written.

(Signatures on following page)



CLEARFIELD CITY CORPORATION,
A municipal corporation

By: Don Wood
Don Wood, Mayor

ATTEST:

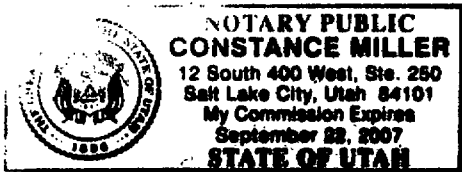
By: Nancy R. Dean
Nancy Dean, City Recorder

GARDNER PARK VILLAGE, LLC

By: Rulon C. Gardner
Rulon C. Gardner, Manager

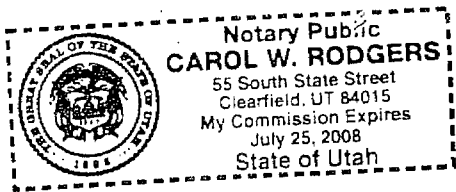
ATTEST:

By: Constance Miller
Constance Miller, Office Manager



STATE OF UTAH }
 }ss
COUNTY OF DAVIS }

On 19th day of September, 2006 personally appeared before me, Donald W. Wood and Nancy R. Dean, who being by me duly sworn did say, that they are the Mayor and City Recorder of Clearfield City Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of the City Council and the said, Donald W. Wood and Nancy R. Dean, acknowledged to me that said corporation executed the same.



Carol W. Rodgers
NOTARY PUBLIC
Residing: *Lewis County*