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**Office of the Davis County Recorder**

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
08/25/2020 10:56 AM  
FEE \$0.00 Pgs: 12  
DEP RTT REC'D FOR CLEARFIELD CITY



**Davis**  
COUNTY

1000 WEST MAIN ST  
COURT HOUSE  
HEBER, UT 84032

Recorder  
Richard T. Maughan  
Chief Deputy  
Laille H. Lomax

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

THE DOCUMENT HEREIN RECORDED IS A Development Agreement  
(Document Type)

14-065-0121  
Tax Serial Number(s)

**Development Agreement  
For The Proposed Canterbury Court Townhomes  
Clearfield City, Davis County, Utah**

This Development Agreement (the "Agreement") is entered into as of this 11<sup>th</sup> day of September 2018, by and among King Storage LLC, a real estate development company ("Developer"), and **Clearfield City** (the "City"), a municipal corporation and political subdivision of the State of Utah. Developer is the owner of certain real property located at approximately 1230 West 300 North (TIN: 14-065-0121) in Clearfield City, Davis County, Utah, on which they propose the development of a project to be known as the Canterbury Court Townhomes.

**RECITALS**

14-065-0121

- A. Developer owns 2.63 acres of real property located in Clearfield City, Davis County, Utah, as reflected in Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property"), on which it proposes the development of a multi-family residential subdivision known as Canterbury Court Townhomes, as shown on Exhibit "B." Both exhibits are attached hereto and incorporated herein, and as more fully set forth herein (the "Project").
- B. This Agreement is intended to set forth the agreement between the Developer and the City regarding the development of the Project.
- C. As a condition of the Property being rezoned from C-2 to R-3 on November 28, 2017, the Developer is required to enter into this agreement with the City for this property.
- D. Developer is willing to make certain improvements on the Project in a manner that is in harmony with the objectives of the City's General Plan and long range development objectives and which addresses the more specific planning issues set forth in this Agreement and is willing to abide by the terms of this Agreement in order to obtain a zoning classification of R-3 for the Project and develop it with the layout at reduced setbacks and improvements consistent with "Exhibits A, B, and C."

- E. The City has authorized the negotiation and adoption of development agreements under appropriate circumstances in which, among other possible factors, the proposed development contains outstanding features that advance the policies, goals, and objectives of the City's General Plan, preserves and maintains the development objectives of the City, and contributes to capital improvements which benefit the City.
- F. The City, acting pursuant to its authority under Utah Code Ann. § 10-9a-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement.
- G. The Parties have cooperated in the preparation of this Agreement and understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-102.

#### **TERMS AND CONDITIONS**

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth herein, the Developer and the City hereby agree as follows:

1. **Incorporation of Recitals.** The recitals are hereby incorporated as part of this Agreement.
2. **Direct and Tangible Benefit to City.**
  - a. **Obligation of Developer Regarding 300 North Buffering.**

Fencing shall be provided along the property frontage of 300 North to buffer the residential townhomes from the traffic and noise of the street. Fencing along 300 North shall be six feet (6') tall except in areas that need to be reduced to comply with clear vision ordinance standards. This fencing shall be constructed of a solid, high quality material similar to the examples attached in Exhibit "C." The buffer fencing shall be set back five feet (5') from the sidewalk to provide buffer

landscaping with shrubbery and trees. The number and location of shrubs and trees shall be determined through the site plan approval process. There shall be a sufficient number of trees to be spaced no greater than fifty feet (50') apart.

**b. Obligation of Developer Regarding Interior Pedestrian Walkway.**

The development shall provide an interior pedestrian walkway as to connect all of the residential units. This walkway is to allow for pedestrian access between units and to and from the open space and access to the play structure. The walkway shall provide connections to the public sidewalk for future use by the residents. The walkway shall have a minimum width of four feet (4').

3. **Compliance with City Design and Constructions Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to otherwise comply with all applicable laws and requirements of the City necessary for the development of the Property including but not limited to Design Standards (Chapter 11-18) and public works standards.
4. **Reserved Legislative Powers.** Nothing in the Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop Property as provided herein.
5. **Agreement to Run with the Land.** This Agreement shall be recorded in the Office of the Davis County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **Term of Agreement.** Absent any extensions by further agreement of the parties to this Agreement, this Agreement shall terminate automatically upon the completion of all of the Project, as described in the Agreement.
  
7. **Assignment.** Neither this Agreement nor any of the provisions, terms, or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the assignment, sale or transfer of the Property, or any portion thereof, by Developer.
  
8. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.
  
9. **Notice.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to together party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

**To the Developer:**

King Storage, LLC  
Attn: Ed Green  
2150 N. Valley View Drive  
Layton, UT 84046

**To the City:**

Clearfield City  
Attn: Nancy Dean  
55 South State Street  
Clearfield, UT 84015

10. **Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken

together shall constitute on and the same document and agreement. A copy or electronic transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.

11. **Governing Law.** To the fullest extent possible, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without regard to any conflicts or law issues.
12. **Legal Fees.** Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.
13. **Entire Agreement.** This Agreement contains the entire understanding of the City and Developer and superseded all prior understandings relating to this subject matter set forth herein and may only be modified by a subsequent writing duly executed and approved by the parties hereto.
14. **No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.
15. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against with party based on which party drafted any particular portion of this Agreement.
16. **Severability.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such a decision shall not affect any other part or provision of this agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition,

covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**17. Developer to Indemnify the City.** Developer shall, at all times, protect, indemnify, save harmless and defend the City and its agents, employees, officers and elected officials from and against any and all claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employers, which may arise out of any act or failure to act, work or other activity related in any way to the Project, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by the Agreement. This indemnification provision shall not apply to any claims or liabilities that are unrelated to the Project or this Agreement.

**18. Authority.** The Parties to this Agreement each warrant that they have all the necessary authority to execute this Agreement.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties have executed this Development Agreement the day and year first above written.

**CLEARFIELD CITY:**



CLEARFIELD CITY,  
A Utah Municipality

By: [Signature]  
Mark Shepherd, Mayor

Attest:

Nancy R. Dean  
Nancy Dean, City Recorder

**DEVELOPER:**

King Storage, LLC

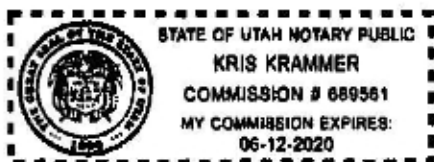
By: [Signature]  
Ed Green, Member

STATE OF UTAH )

SS.

COUNTY OF DAVIS )

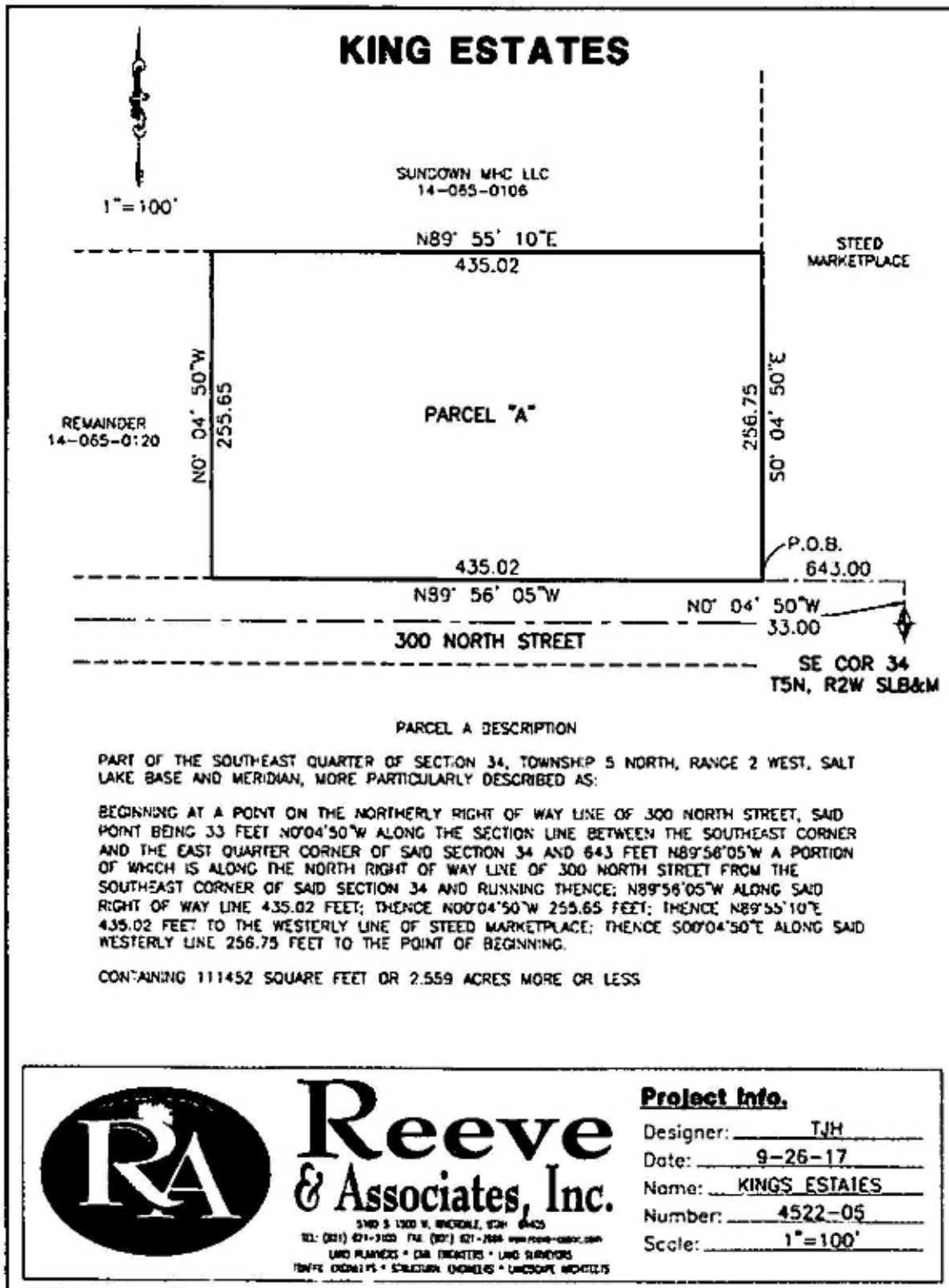
On this 15<sup>th</sup> day of Jan. 2019<sup>2018</sup>, before me personally appeared Edward Green, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Member of King Storage, LLC and did duly acknowledge to me that the foregoing document was entered into on behalf of such entity by authority of its organizational documents and for its stated purpose.



[Signature]  
Notary Public  
Residing at: 6/12/20



# EXHIBIT "A" SITE SURVEY



**PARCEL A DESCRIPTION**

PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 300 NORTH STREET, SAID POINT BEING 33 FEET N0°04'50"W ALONG THE SECTION LINE BETWEEN THE SOUTHEAST CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 34 AND 643 FEET N89°56'05"W A PORTION OF WHICH IS ALONG THE NORTH RIGHT OF WAY LINE OF 300 NORTH STREET FROM THE SOUTHEAST CORNER OF SAID SECTION 34 AND RUNNING THENCE; N89°56'05"W ALONG SAID RIGHT OF WAY LINE 435.02 FEET; THENCE N00°04'50"W 255.65 FEET; THENCE N89°55'10"E 435.02 FEET TO THE WESTERLY LINE OF STEED MARKETPLACE; THENCE S00°04'50"E ALONG SAID WESTERLY LINE 256.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 111452 SQUARE FEET OR 2.559 ACRES MORE OR LESS



**Reeve  
& Associates, Inc.**

5140 S 1300 W, MIDVALE, UT 84045  
TEL: (801) 621-7100 FAX: (801) 621-7688 www.reeve-associates.com  
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS  
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

**Project Info.**

Designer: TJH

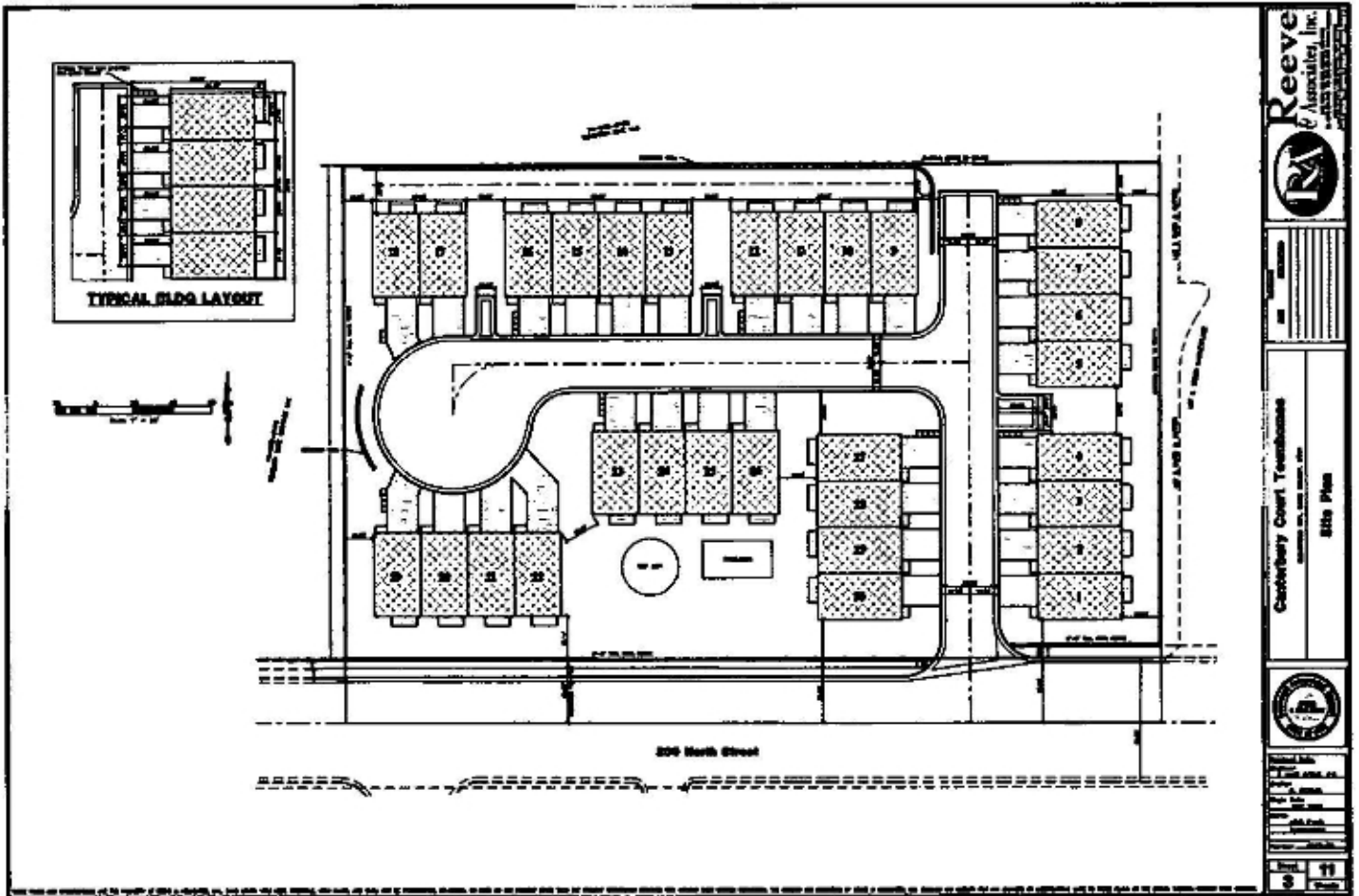
Date: 9-26-17

Name: KINGS ESTATES

Number: 4522-05

Scale: 1" = 100'

# EXHIBIT "B" SITE PLAN



## EXHIBIT "C" BUFFER FENCING AND LANDSCAPING



