3477617 BK 8012 PG 344

DEVELOPMENT AGREEMENT

for

WILCOX FARMS SUBDIVISION

between

CLEARFIELD CITY CORPORATION

and

DISCOVERY DEVELOPMENT, LLC.

E 3477617 B 8012 P 344-387 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 05/18/2022 11:02 AM FEE \$0.00 Pas: 44 DEP RT REC'D FOR CLEARFIELD CITY

THIS Development Agreement ("Agreement") is entered into this the day of 20 22 by and between Clearfield City Corporation (the "City"), a Utah Municipal Corporation, and Discovery Development, LLC. ("Developer"). Hereinafter, collectively referred to as the "Parties."

(TINS: 12-065-0005, 12-065-0096, 12-065-0091, 12-391-0011, 12-391-0012, and 12-391-0

WHEREAS, Developer intends to develop certain properties situated in Clearfield City, Davis County, Utah, located at approximately 1550 South 1000 West Clearfield, Utah more particularly described in the parcel description labeled Exhibit "A" attached hereto and referred to herein as the "Properties;" and

WHEREAS, Developer either owns or has a contractual right to purchase the Properties; and

WHEREAS, pursuant to Clearfield City Code § 11-1-16, the City has authorized the negotiation and adoption of development agreements for a number of listed reasons, including but limited to entering into a development agreement in order to help address the impacts of development on the community, to resolve issues relative to a particular development, to protect both public and private property rights, and to promote the health, safety and welfare of the community; and

WHEREAS, Developer is willing to develop the Properties in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the City's General Plan, City's Land Use Ordinances and other development regulations and more specific planning issues associated with the Properties, as more fully set forth below; and

WHEREAS, this Agreement is intended to set forth the agreement between the Parties regarding the development of the Properties in accordance with this Agreement to be consistent with the Municipal Land Use, Development, and Management Act, as set forth in Title 10, Chapter 9a of the Utah Code, as amended ("Act"); as well as with the City's Land Use Ordinances as set forth in Title 11 of the Clearfield City Code; and

WHEREAS, the Parties have cooperated in the preparation of this Agreement and understand that this Agreement is a "development agreement" within the meaning of the Act; and

WHEREAS, Developer has indicated a desire to voluntarily enter and be bound by this Agreement; and

WHEREAS, the City Council has determined that it is in the best interest of the City, it's residents, and the general public to enter into this Agreement; and

WHEREAS, the Developer desires to develop the Properties according to the Wilcox Farms Subdivision Plat and Improvement Drawings in the R-3 zone as approved, in two Phases indicated on the Plans dated August 11, 2021 as well as incorporating any changes thereto as set forth in the approved final subdivision plat to be recorded with the Davis County Recorder's Office, which an overall project plat and acreage exhibit is attached hereto as Exhibit "B" (the "Final Plat / Acreage Exhibit"). Completion of each Phase of the development shall be no later than 18 months after Final Plat approved by the City Council;

WHEREAS, on Wednesday, July 7, 2021, the Planning Commission approved the preliminary subdivision plat for the entire Project, zoned as an R-3 zone, and on September 14th, 2021, City Council approved the final subdivision plat for phase 1 submitted by the Developer for the development of the Properties. The Developer will obtain final subdivision plat approval for the remainder of the Project in accordance with timelines and procedures set forth in Title 12 "Subdivision Regulations" of the Clearfield Municipal Code.

WHEREAS, the Parties are entering into this Agreement as part of the subdivision approval process for the development of the Properties.

WHEREAS, the City, acting pursuant to its authority under Title 10, Chapter 9a of the Utah Code and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the development of the Properties, and in the exercise of its legislative discretion has elected to approve this Agreement.

AGREEMENT

The foregoing Recitals are hereby incorporated into this Agreement by reference. All exhibits are hereby incorporated into this Agreement by reference are made part hereof.

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:

I. Definitions

As used in this Agreement, the words and phrases specified below shall have the following meaning:

"Accessory Construction" means any additional construction being done on the same parcel of property as the main dwelling unit which is incidental to the use of that main dwelling unit, including but not limited to a garage, shed, etc.

- "Act" means the Municipal Land Use, Development, and Management Act, as set forth in Title 10, Chapter 9a of the Utah Code as amended.
- "Alterations" means any changes, structurally or cosmetically to the parcel of property, dwelling unit, accessory buildings, etc. not approved with the original building permit, and plan as approved by the ARB and City.
- "ARB" means the Architectural Review Board, that shall consist of 2 or more members as selected by the builder and the HOA, who will review and approve of any and all matters pertaining to the building, construction, alterations, repairs, etc. within the Wilcox Farms Subdivision. Each submittal to the ARB that is approved will be stamped with an official ARB stamp as included herein as 'Exhibit G'.
- "Building Permit" means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure, Project Infrastructure, or any off-site infrastructure.
- "Buildout" means the substantial completion of development on all of the Property for the entire Project.
- "City Code" means the Clearfield City Code, including land use regulations adopted pursuant to the Act and other applicable laws and ordinances.
- "City Laws" means the ordinances, policies, standards and procedures of the City related to zoning, subdivisions, development, public improvements and other similar or related matters, including but not limited to the City Code, that have been and may be adopted in the future.
- "City's General Plan" means the Clearfield City General Plan in effect at the time of the approval of this document.
- "City's Land Use Ordinances" means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this Agreement.
- "Construction Steps or Phasing Plan" means the development of a portion of the Project as set forth in Exhibit "B"
- "Council" means the elected City Council of the City.
- "Covenants, Conditions and Restrictions (CC&R's)" means the Conditions, Covenants and Restrictions regarding certain aspects of use, management, design and/or construction on all or a portion of the Property to be recorded in the real property records of Davis County.

- "Default" means a material breach of this Agreement.
- "Developer" means Discovery Development, LLC, or its assignees or transferees as permitted by this Agreement.
- "Development Agreement" or "Agreement" means this Development Agreement including all its Exhibits.
- "Development Standards" means a set of standards approved by the City as set forth in the Agreement and the City Laws controlling certain aspects of the design and construction of the development of the Property including but not limited to setbacks, height limitations, parking, signage, and design and construction standards for buildings, roadways and infrastructure.
- "Final Site Plan" means a site plan as contemplated and required in the City Code with respect to a parcel(s) of the Property, reflecting the location, design and configuration of development and improvements thereon.
- "Final Subdivision Plat" means the recordable map or graphical representation of land prepared in accordance with the Act and the City's subdivision ordinance which has been approved by the City, effectuating a Subdivision of any portion of the Property.
- "Homeowner's Association(s)" means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.
- "Notice" means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.
- "Open Space" means an area which is completely free and unobstructed from any building or structure. Landscaping, walkways, covered patios, light poles and other ornamental features shall not be considered obstructions for the purposes of this definition.
- "Open Space Improvements" means any and all improvements to the areas labeled as open space per the attached Exhibit "D". This does not include any individual home landscaping typical plans.
- "Planning Commission" means the City's Planning Commission established by City Laws.

- "Project" means the development to be constructed on Property pursuant to this Agreement with the associated public and private improvements, intended uses, densities, phases, and all of the other aspects approved as part of this Agreement, including its Exhibits.
- "Property or Properties" means the real property subject to this Agreement, as more fully described in Exhibit "A."
- "R-3 Zone" means the "Residential" zoning classification, which is set forth in Title 11, Chapter 9E of the City Code.
- "Repairs" means any 'capital improvement' to a property that will extend the "useful life" of the property. Something that will add value to the property for years to come. These types of repairs more extensive than maintenance repairs and usually involve greater cost. Repairs could include but are not limited to; adding something that was not previously there; upgrading something that was existing; adding an addition; replacing an entire roof, exterior finished, doors, garage doors, windows, paint and finishes, concrete, fencing, landscaping, etc; a repair is something that adds significant value to the property or extend its life.
- "Residential Units" means any single-family dwelling, including attached structures, such as porches and garages, that is used or occupied as a home residence as approved and constructed per city building permit standards.
- "Storm Tech Isolation Chamber" means a row of chambers that acts as a filter strip, providing enhanced suspended solids and pollutant removal while providing surface area for infiltration and runoff reduction of storm water.
- "Storm Water Management System" means the effort to reduce runoff of rainwater, or melted snow into streets, lawns and other sites and to improve water quality.
- "Subdivision" means the dividing of land into two (2) or more lots, parcels, sites, plots or other division for the purpose of development pursuant to the Act and City Laws.
- "Wilcox Farms Pattern Book" means the architectural design standards that are required for each Residential Unit within the Development as more fully set forth in Exhibit "D".
- "Wilcox Farms Subdivision Plat and Improvement Drawings" means Wilcox Farms Phase 1 and 2 more fully set forth in Exhibit "B".
- "Zoning Administrator" means the Clearfield City Community Development Director or designee.

II. Development of the Properties.

- A. Developer hereby agrees to construct and to install all improvements described in the Wilcox Farms Subdivision Plat and Improvement Drawings. See Exhibit "B". The Wilcox Farms Subdivision Plat and Improvement Drawings are an integral part of this Agreement and the City's approval of such is conditioned upon the Properties being developed in accordance therewith and as stated in this Agreement. If Developer does not complete such improvements according to the specific plans set forth in the Wilcox Farms Subdivision Plat and Improvement Drawings, as well as in this Agreement, 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 installation, financial guarantee, and warranty timelines for the public improvements subject to Title 12 "Subdivision Regulations" of City Code.
- No Building Permits shall be issued for construction until the Final Subdivision Plat for the current approved phase under construction and the agreement for said phase are approved for that phase of the development and are executed and recorded against those Properties.
- B. Residential Units shall be stamped approved, see Exhibit "E", by the Wilcox Farms Homeowners Association prior to the City issuing any Building Permits for initial construction and or Accessory Construction, Alterations or Repairs, and shall meet the standard requirements set forth in the Wilcox Farms Pattern Book. See Exhibit C.
- C. Each Residential Unit in the Project shall have the setbacks, front yards, back yards and side yards as shown on the approved Final Site Plan, as outlined in the Wilcox Farms Pattern Book. See Exhibit "C".
- D. Developer shall construct Residential Units in the Project in conformance with the Wilcox Farms Pattern Book, presented to the City during the approval process which shall be kept on file in the records of Clearfield City. See Exhibit "C".
- E. Developer agrees to provide at least fifteen percent (15%) of the newly developed Project to remain as Open Space. In no case will the open space be less than 15%. Developer shall construct, install, and pay for all Open Space Improvements as outlined in the open space and improvement plans. See Exhibit "D".
- F. Prior to recording the Final Subdivision Plat, Developer shall record this Agreement as covenants running with the lots and land in the Project and indicate on the approved Final Subdivision Plat the existence of this Agreement and the recording data therefore.
- G. Developer shall establish a Homeowners Association ("HOA") and adopt a Covenants, Conditions and Restrictions ("CC&Rs") in compliance with all applicable State and Clearfield City Code § 11-13-24, to be approved by the City, and recorded with the Davis County Recorder's Office, as covenants running with the lots and land in the Development.
- H. It is further agreed and understood that Developer shall be given approval by the City to construct not more than 101 Residential Units on the Properties, as set forth in Exhibit "B," after the Final Subdivision Plat and this fully executed Agreement have been recorded at the Davis County Recorder's Office and Building Permits have been approved and paid for.

- I. The Developer must comply with the City's requirements for guaranteeing the installation and warranty of all public subdivision improvements installed by Developer for the one year warranty period, after which time all public improvements will be turned over to the city, as per the attached Exhibit "D" which shall be installed as shown on the plans and can only be changed with an amendment of this Development Agreement, pursuant to the Title 12 "Subdivision Regulations" of City Code and all other applicable laws.
- J. The public works standards for a residential street requires a road width from top back of curb to top back of curb of forty-one feet (41'), a four and a half foot (41/2') park strip, and a four foot (4') wide sidewalk. The proposed public streets have a road width of from top back of curb to top back of curb of thirty-six feet (36') six foot (6') wide park strips, and six foot (6') wide sidewalks which have been approved by City Engineering and Public Works staff. Inclusion in this agreement grants Clearfield City acceptance of these proposed public streets as planned.

III. Conditions Precedent.

The terms and conditions set forth in this Agreement shall not take effect unless and until the City Council has officially approved this Agreement and authorized the Mayor's signature hereto, the Agreement has been fully executed by all parties, and has been recorded against the Properties.

IV. Preliminary and Final Subdivision Plat Approval.

- A. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all the applicable requirements for the approval of preliminary and final subdivision plats for all proposed development on the Property which are consistent with the City's existing City's Land Use Ordinances, Development Standards and the terms of this Agreement.
- B. Pursuant to Title 12 "Subdivision Regulations" of City Code, following approval of the Final Subdivision Plat by the City Council, but before approval from the City Attorney or recording of the final plat with the Davis County Recorder's Office, the City will verify that proper assurances (escrow account and agreement, and/or surety bond) are in place to guarantee the satisfactory installation and warranty of the subdivision improvements.

III. Other Terms and Conditions.

A. <u>Storm Water System Installation and Maintenance</u>. The City acknowledges and agrees that Developer may install, for the purposes of satisfying the City's storm water management ordinance, an underground Storm Tech Isolation Chamber storm water management system (the "Storm Water Management System"), as set forth in the approved Plat and/or construction drawings. See Exhibit "F". Developer shall include in the HOA Bylaws a provision requiring the HOA to regularly maintain the Storm Water Management System in accordance with Storm Tech Isolation Chamber recommendations.

- B. Agreement to Run with the Land. This Agreement shall be recorded against the Property in the Office of the Davis County Recorder and is intended to and shall be deemed to run with the land and shall be binding upon all successors and assigns of the Developer in the ownership or development of any portion of the Properties.
- C. <u>Construction of Agreement</u>. This Agreement shall be construed to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling countervailing public interest.
- D. <u>Mutual Drafting.</u> Each Party has participated in negotiating and drafting this Agreement and therefore no provision of the Agreement shall be construed for or against either Party based on which Party drafted any particular position of this Agreement.
- E. <u>Waiver</u>. The failure of either party at any time to require a performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself or any other provision.
- F. Relationship of Parties and No 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.
- G. <u>Integration Clause.</u> 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.
- F. <u>Exhibits Incorporated</u>. 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.
- G. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same document.
- H. <u>Attorneys' Fees.</u> 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 part arising out of the 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.
- I. Governing Law and Venue. 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 Second Judicial District Court, Farmington Department, State of Utah.

- J. 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.
- K. 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.
- L. <u>Successors and Assigns of the Parties.</u> This Agreement shall be binding on 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 only assign the rights to develop a part or all of the Property to a third party pursuant to the terms of this Agreement if the City provides prior written consent to said assignment and provided that such third party agrees in writing to be bound by the terms of this Agreement and that such written agreement to be bound has been provided to the City.
- M. <u>Headings.</u> 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.
- N. <u>Severability or Partial Validity.</u> 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.
- O. <u>Warranty of Authority</u>. 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.
- P. <u>Warranty Inspections</u>. Developer agrees to reimburse the City or pay directly to the City's engineer any costs associated with the intermediate and final warranty inspections that are required prior to acceptance of the subdivision improvements by the City.
- Q. <u>Reserved Legislative Powers</u>. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement.
- R. <u>Notices</u>. All notices required or permitted under this Agreement shall be given in writing by certified mail or express courier delivery, at the following addresses:

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If to the City:

Clearfield City Corporation

Attn: City Manager 55 S. State Street Clearfield, UT 84015

With a copy to:

Clearfield City Attorney

55 S. State Street Clearfield, UT 84015

If to the Developer:

Discovery Development, LLC

Attn: Scott Lolli

67 S. Main St. Suite 300 Layton, UT. 84041

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

CLEARFIELD CITY CORPORATION,

Discovery Development

a Utah limited Liability Company

A Utah Municipal Corporation

Mark R. Shepheld, Mayo

By:

Scott Lalli, President

ATTEST:

Nancy R. Deap.

Nancy R. Dear, City Recorder

Approved as to legal form:

Ву:____

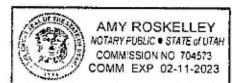
Stuart E. Williams, City Attorney

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)

§
COUNTY OF WEBER)

On the day of way, 2021 personally appeared before me as signer of the foregoing document, who duly acknowledged to me that he has corporate authority on behalf of Developer to execute the same and did so on behalf of the Limited Liability Company.



NOTARIC PUBLIC

Residing: Water County, UT

STATE OF UTAH)

SCOUNTY OF DAVIS

On 10 of _______, 2021 personally appeared before me, Mark R. Shepherd 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 on behalf of said corporation by authority of the City Council and the said, Mark R. Shepherd and Nancy R. Dean, acknowledged to me that said corporation executed the same.

STACY MILLGATE
Notary Public, State of Utah
Commission # 717193
My Commission Expires On
April 14, 2025

EXHIBIT "A" LEGAL DESCRIPTION

TRW September 15, 2021 Wilcox Farms

Farm Purchase Area Description

A parcel of land, situate in the Southwest Quarter of Section 11, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Clearfield City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the northerly right-of-way line of 1600 South Street, said point being North 00°07'41" East 509.19 feet along the section line (NAD83 Bearing being N 0°28'00" East between the Southwest Corner and the West Quarter Corner of said Section 11, per the Davis County Township Reference Plat) and South 89°52'19" East 244.03 feet from the Southwest Corner of said Section 11 and running thence:

North 00°00'10" East 161.62 feet; thence North 89°52'19" West 85.69 feet; thence North 00°25'04" East 197.84 feet; thence South 89°52'19" East 24.00 feet; thence North 00°07'41" East 22.00 feet; thence South 89°52'19" East 166.00 feet; thence North 00°07'41" East 123.00 feet; thence North 89°52'19" West 99.00 feet; thence North 90°07'41" East 88.72 feet; thence South 89°52'19" East 354.49 feet; thence South 00°00'10" West 300.12 feet;

thence southerly 61.94 feet along the arc of a 470.00-foot radius tangent curve to the left (center bears South 89°59'50" East and the long chord bears South 03°46'21" East 61.89 feet with a central angle of 07°33'01");

thence southerly 69.91 feet along the arc of a 530.00-foot radius curve to the right (center bears South 82°27'09" West and the long chord bears South 03°46'08" East 69.86 feet with a central angle of 07°33'27")

thence North 89°52'19" West 60.00 feet;

thence South 00°00'10" West 152.56 feet:

thence southwesterly 23.56 feet along the arc of a 15.00-foot radius tangent curve to the right (center bears North 89°59'50" West and the long chord bears South 45°00'10" West 21.21 feet with a central angle of 90°00'00") to the aforementioned northerly right-of-way of 1600 South Street:

thence along said right-of-way line the following three (3) courses and distances:

- 1) North 89°59'50" West 206.51 feet;
- westerly 40.20 feet along the arc of a 270.28-foot radius tangent curve to the right (center bears North 00°00'10" East and the long chord bears North 85°44'12" West 40.16 feet with a central angle of 08°31'16");
- 3) westerly 49.04 feet along the arc of a 329.72-foot radius curve to the left (center bears South 08°31'26" West and the long chord bears North 85°44'12" West 48.99 feet with a central angle of 08°31'16") to the Point of Beginning.

Contains: 212932 square feet or 4.888 acres.

TRW October 4, 2021 Wilcox Farms

Farm Phase 2 Purchase Area Description

A parcel of land, situate in the Southwest Quarter of Section 11, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Clearfield City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the northerly right-of-way line of 1600 South Street, said point being North 00°07'41" East 1219.79 feet along the section line (NAD83 Bearing being N 0°28'00" East between the Southwest Corner and the West Quarter Corner of said Section 11, per the Davis County Township Reference Plat) and South 89°52'19" East 33 feet from the Southwest Corner of said Section 11 and running thence:

North 00°07'41" East 56.00 feet:

thence South 89°52'19" East 561.23 feet:

thence South 36°41'00" East 755.64 feet;

thence North 89°52'19" West 432.90 feet;

thence northerly 69.91 feet along the arc of a 530.00-foot radius non-tangent curve to the left (center bears North 89°59'24" West and the long chord bears North 03°46'08" West 69.86 feet with a central angle of 07°33'27");

thence northerly 61.94 feet along the arc of a 470.00-foot radius curve to the right (center bears North 82°27'09" East and the long chord bears North 03°46'21" West 61.89 feet with a central angle of 07°33'01")

thence North 00°00'10" East 300.12 feet; thence North 89°52'19" West 354.49 feet:

thence North 00°07'41" East 117.42 feet;

thence North 89°52'19" West 217.00 feet to the Point of Beginning.

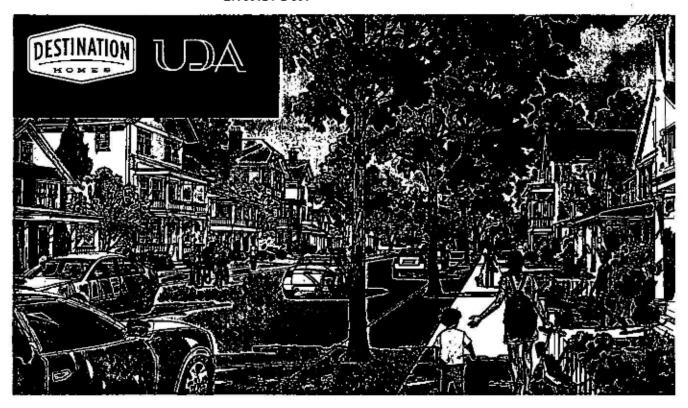
Contains: 203,596 square feet or 4.674 acres.

EXHIBIT "B"

FINAL PLAT / ACREAGE EXHIBIT

EXHIBIT "C"

PATTERN BOOK



WILCOX FARMS PATTERN BOOK

Neighborhood Architectural Guidelines

WELCOME TO WILCOX FARMS

On behalf of DESTINATION HOMES

WELCOME HOME

It is an honor and a pleasure to share the Wilcox Farms Pattern Book with each of you. We are excited that you have decided to become a part of Wilcox Farms through the purchase of property within our community.

As a community uniquely situated within the City of Clearfield and con-veniently accessible to many surrounding amenities, we pride ourselves on the opportunity to create a unique, active development that reflects the architec-tural context of the region and celebrates the natural beauty of the outdoors. Wicox Farms is designed to integrate traditional building methods, an interconnected open space network, and sustainable principles to ensure a high quality of livability.

In planning this new development we have spent several years working with planners, architects and consultants to develop an innovative master plan. Recognizing the need to protect the integrity of the Wilcox Farms master plan and provide general direction for character and sustainable development, we made a commitment to producing the Wilcox Farms Pattern Book. This document provides design guidelines and measurable objectives to ensure that the development patterns, public open spaces, and the variety of building types and uses are detailed and constructed properly through implementation. It is our goal that these guidelines will act as a vehicle for increasing public awareness and set a higher standard for new neighborhood development in and around Wilcox Farms.

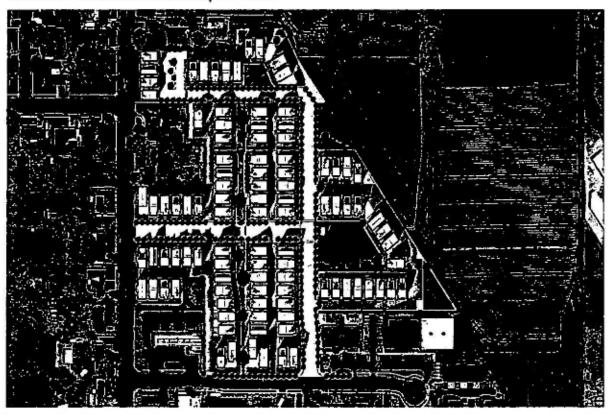
We feel strongly about creating a lasting community within the City of Clearfield and are excited to share all that it has to offer with you. We wish to thank and acknowledge the many participants and consultants who contrib-uted in the preparation of this document and look forward to making Wilcox Farms a success.

Congratulations and welcome to the Wilcox Farms community.

SECTION A INTRODUCTION

Site Design Approach

Wilcox Farms is designed to allow residents to comfortably walk to open spaces that serve as a key gathering space. Residents can connect to all of the open space by a series of trails, pathways, sidewalks and crosswalks as shown on the site plan below



- 1. The parkspaces will be linked together through sidewalks, crosswalks, and trails.
- 2. The end result is a community that connects people together in a safe environment of quiet streets and active open spaces.

Pattern Book Principals

There are key principles to employ in order to create unique, highly-desirable, memorable neighborhoods. This Pattern Book includes tools in two key sections, each are equally critical to constructing the community vision. The Neighborhood Standards section presents appropriate placement of a house on a lot, while the Architecture Standards section presents the tools to the creation of neighborly houses that are inspired by their context.

NEIGHBORHOOD STANDARDS PRINCIPLES

PRINCIPLE 1 CREATE HIGH-QUALITY NEIGHBORHOOD WITH DISTINCTIVE VARIETY

Neighborhoods which stand the test of time provide a visual while avoiding the placelessness that results from overly repetitive, discordant architecture. The Wilcox Farms neighborhood will be distinctive in Clearfield and the adjacent cities by the use of diverse, well defined, locally influenced architectural styles and the scripting of addresses. This will produce a timeless project deeply rooted in and well suited for people in all stages of life.

PRINCIPLE 2 | PLACE HOUSES TO SHAPE HIGH-QUALITY STREETS AND PARKS

Great places have great public space. In a neighborhood, this primarily takes the form of streets and parks. Buildings can both shape and enliven these public spaces. To have a great residential street or park, houses must both face onto and have a well defined relationship to the street. Visual priority must be give to the front porch and first floor of the house rather than to the garage. Houses should be designed so that the elements for people-doors, windows, porches are emphasized in order to give character and definition to the street or park.

ARCHITECTURE STANDARDS PRINCIPLES

PRINCIPLE 3 | DIVERSE ARCHITECTURAL INSPIRATION

In the context of creating a neighborhood, striking the appropriate balance between individuality, variety, and economies of scale, vision is critical. This Pattern Book is designed to help provide rules for the appropriate style for the house an individual lot, as it relates the community, and guide the approach to developing the architecture. Each style presented in this Pattern Book presents the tools for the selection of the massing, window fenestration, win-dows, porches and detailing for the Wilcox Farms neighborhood.

PRINCIPLE 4 | USE ARCHITECTURAL ELEMENTS THAT BUILD STRONG COMMUNITIES

In the development of high-quality neighborhood, houses include elements that contribute to the feel of a true neighborly environment. This includes porches, terraces, site pergolas in locations that benefit the house itself, and the neighborhood around it. These elements promote connectivity between the house and the neighborhood.



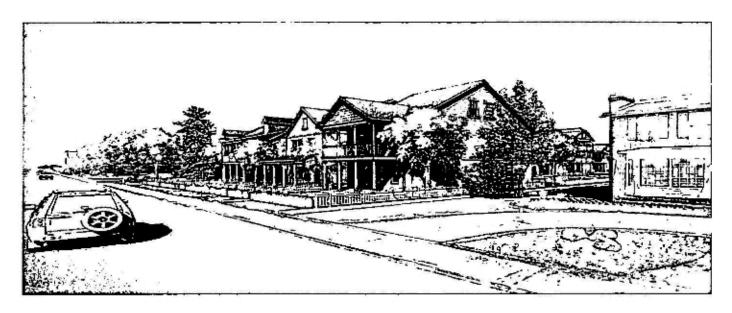
SECTION B

NEIGHBORHOOD STANDARDS

OVERVIEW: The goal of this section is to establish the framework on which the Wilcox Farms community will be built. To this end, this section details the necessary stan-dards to create neighborhoods of distinction. The pages immediately follow-ing this overview describe the visions for the Wilcox Farms neighbor-hood and how these will be accomplished through the use of architectural styles. The final part of this section provides definitions and standards for how buildings are to be placed on their lots in order to both address the street in a neighborly way and prioritize the people-oriented parts of the façade.

PLAN SCRIPTING: The neighborhoods of Wilcox Farms are further distinguished from both one another and the surrounding area by the use of plan scripting. Plan script-ing is a technique by which to establish a distinctive architectural character unique to a particular neighborhood while avoiding overly repetitious build-ing plan and type selection. These standards detail the recommended fre-quency and proportion of various styles and building plans in order to create diverse yet harmonious neighborhoods of character. The General Standards apply to all neighborhoods, but are superseded by the specific neighborhood style guides.

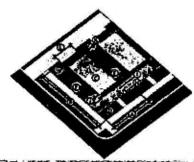
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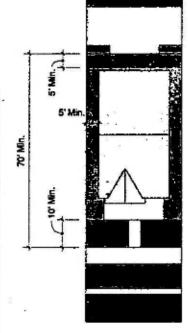


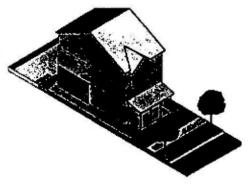
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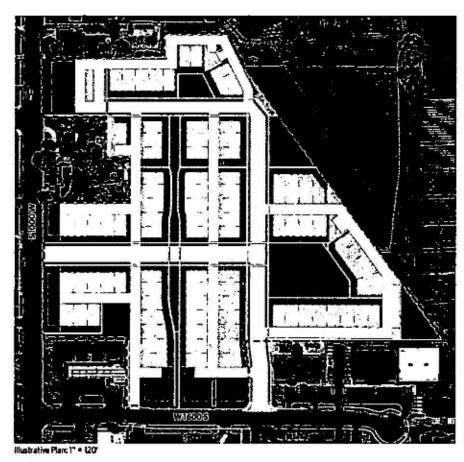




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BUILDING PLACEMENT GUIDELINES

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Plan scripting is a technique that establishes a distinctive architectural character susque to a particular neighborhood while avoiding to verly repetitious building plan and type selection. These standards deput the secon mended frequency and proportion of various styles and building plans in order to create diverse, yet harmon lout, neighborhoods of character.

MORETHOWN

REQUESES TWO STORY SLEVENON LOCATION

ROOFS

- Roof penetrations and flat skylights may be placed on a roof not facing a public thoroughfare, maximum of two skylights per roof plane
- Roof vents of any kind must be painted to match the roof shingles
- · 30-year asphalt architectural shingles
- Other roofing materials may be approved by Architectural Review Board

SOFFITS

Common Material

 Aluminum soffits and fascia materials are permitted

Custom Material

Smooth fiber-cement boards

GUTTERS AND DOWNSPOUTS

 Downspouts must be located away from prominent corners, and must drain away from window wells

TRIM

 Transitions between materials must be trimmed and flashed in a manner appropriate to the style

BASE

 Foundations may be covered with plaster, stucco, brick, or stone

CLADDING

- Cement board, siding, shingles, stucco, brick, or stone may be used in a manner appropriate to the style
- T-1-11, vinyl, or aluminum siding materials are not allowed

SIDING

· Only smooth siding permitted

SHINGLES

 Weave at comers or terminate with appropriate corner trim board

MASONRY/BRICK

 Never terminate at an outside corner or in the middle of a wall; masonry must terminate at an inside corner

- Trim with an appropriate masonry water table detail
- Headers or lintels must span openings

MASONRY/STUCCO

- · Stucco must be a smooth sand pebble fine finish
- · Quartz stone finish is not allowed
- Windows, doors, and other openings within a stucco wall must be trimmed with cement board or stucco trim.
- Other trims may be approved by Architectural Review Board

CHIMNEYS

- Stucco or brick on all sides
- Siding is not allowed on chimneys

COLUMNS AND RAILINGS

- Rails must be attached to porch columns
- Four-inch maximum distance between porch pickets

COLOR

 Color must be approved by the Architectural Review Board and shifts are limited to the following locations: Inside corners; horizontal breaks and changes in material; breaks between trim and wall plane; gable ends and accent panels; plane changes

LIGHTING

- · Porches must be lighted
- Provide flanking fixtures on garage doors located in lanes

APPROVED MATERIALS

ARCHITECTURAL REVIEW PROCESS

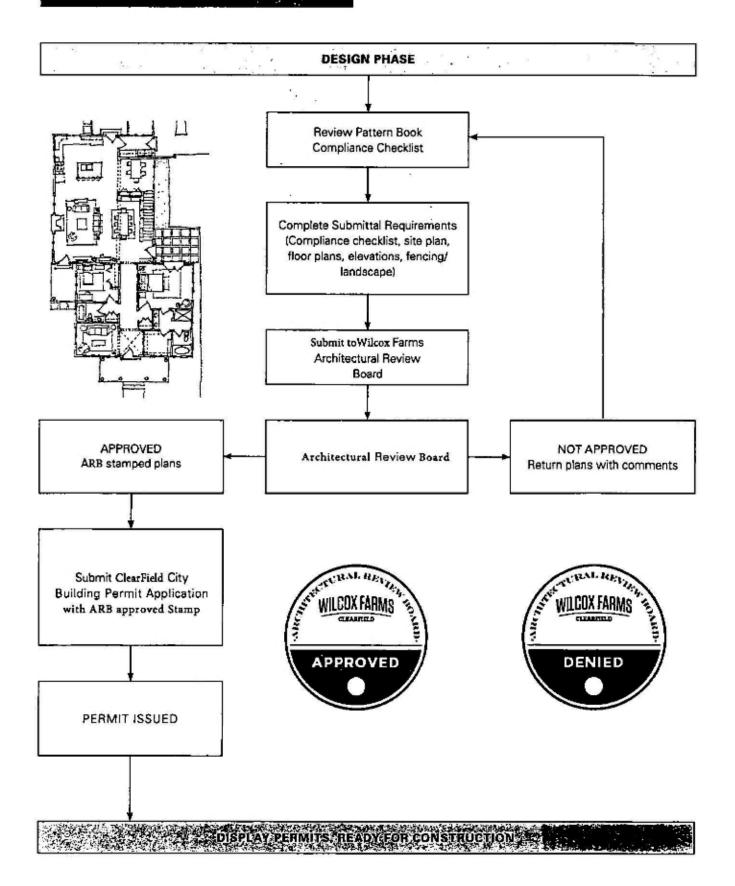
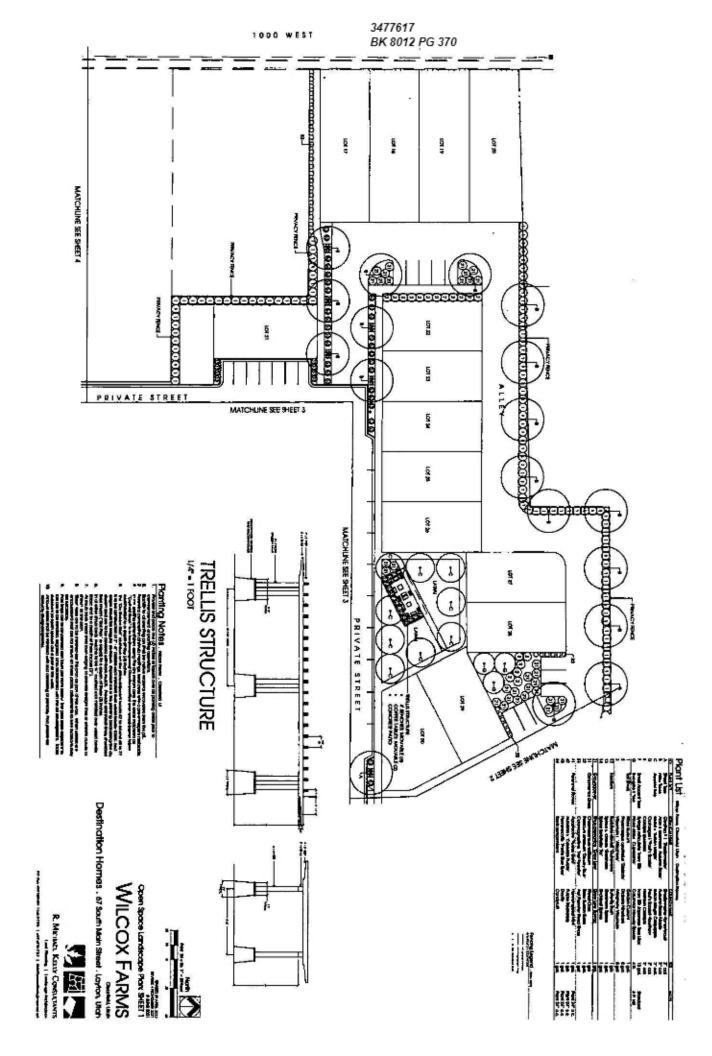
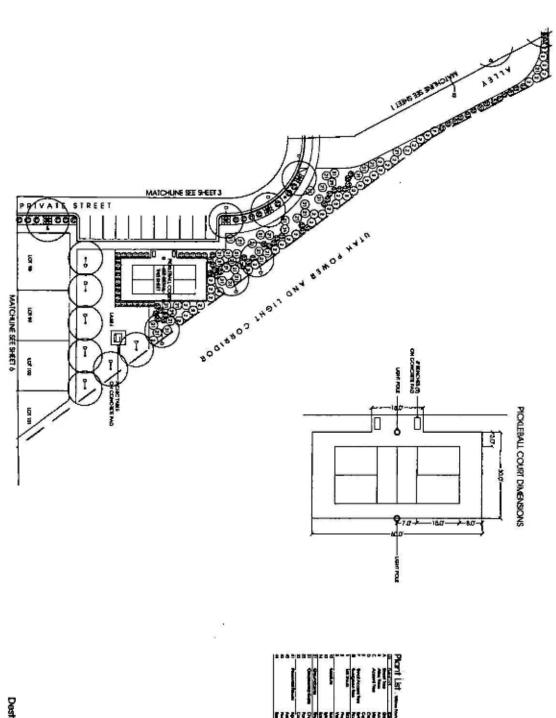
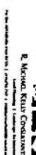


EXHIBIT "D"

OPEN SPACE & LANDSCAPE PLANS



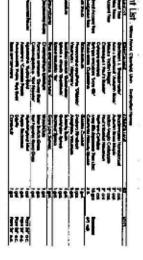


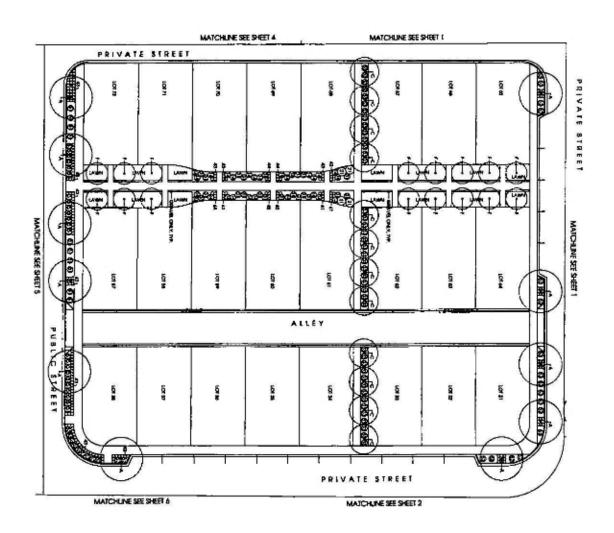


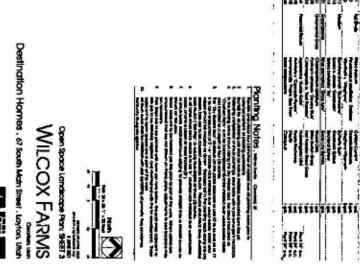






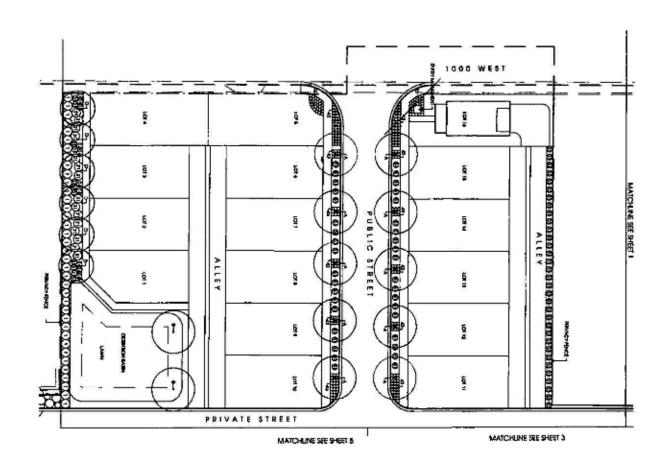




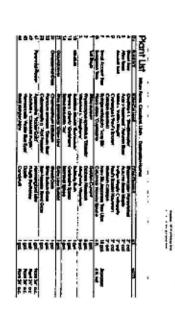


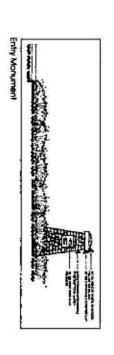
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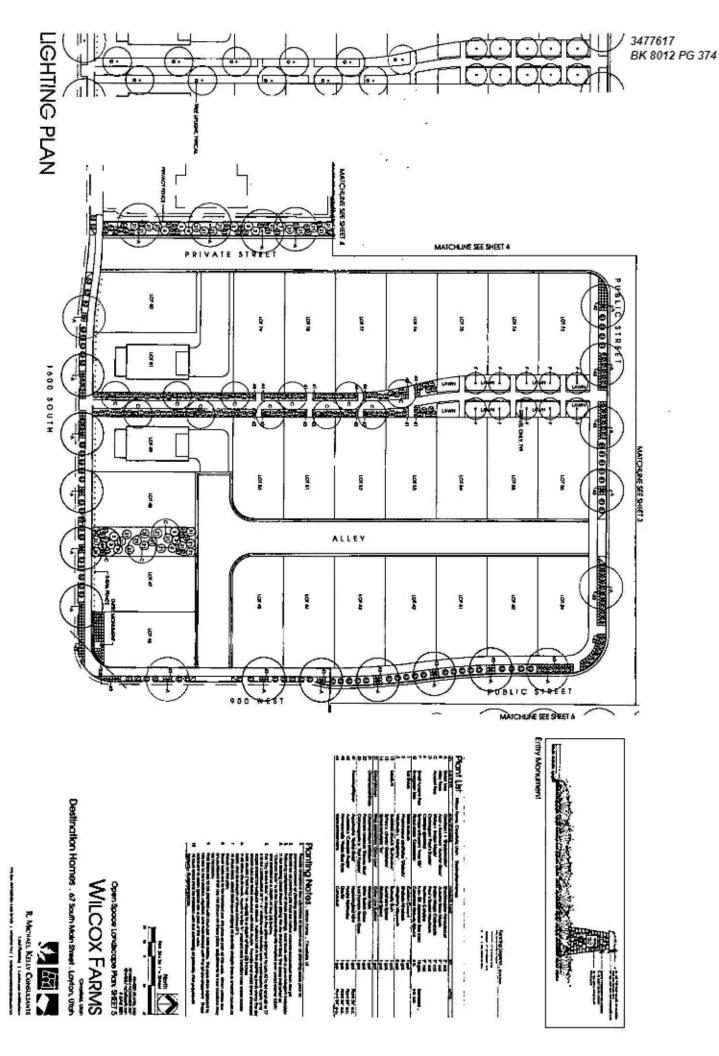


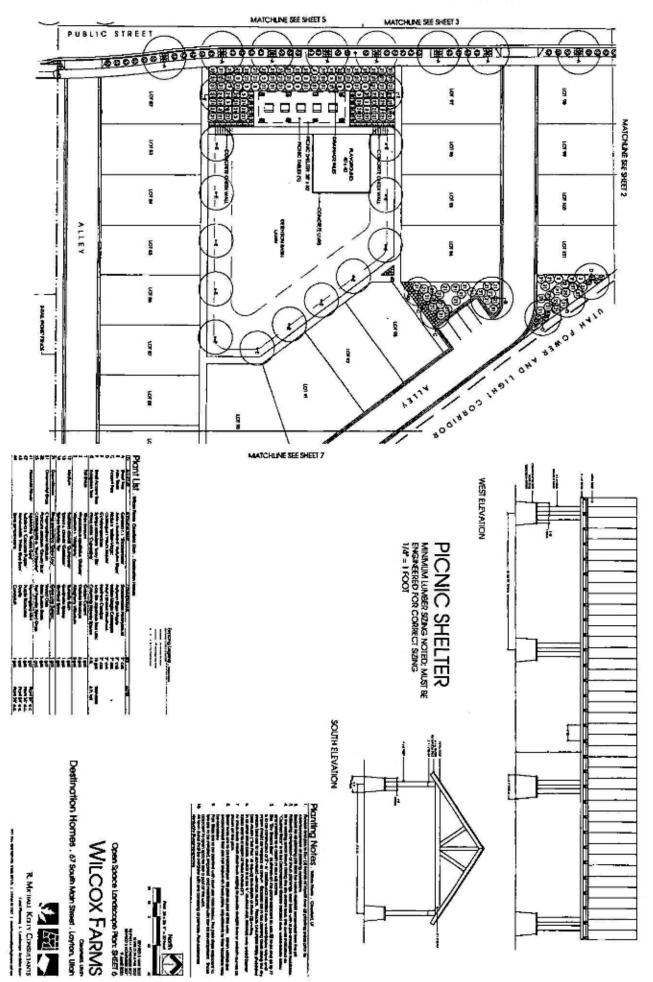


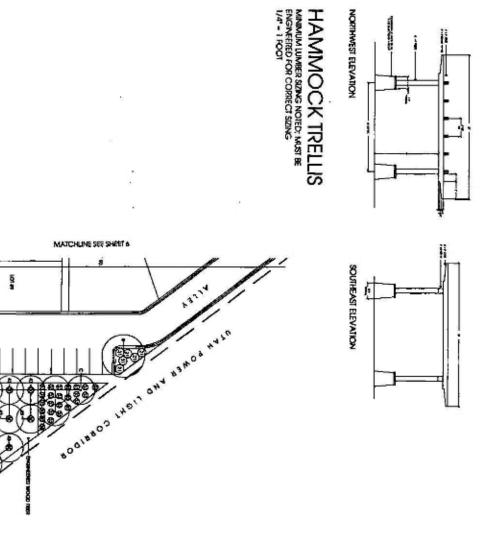




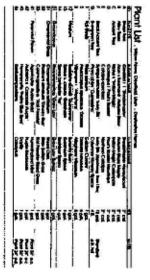
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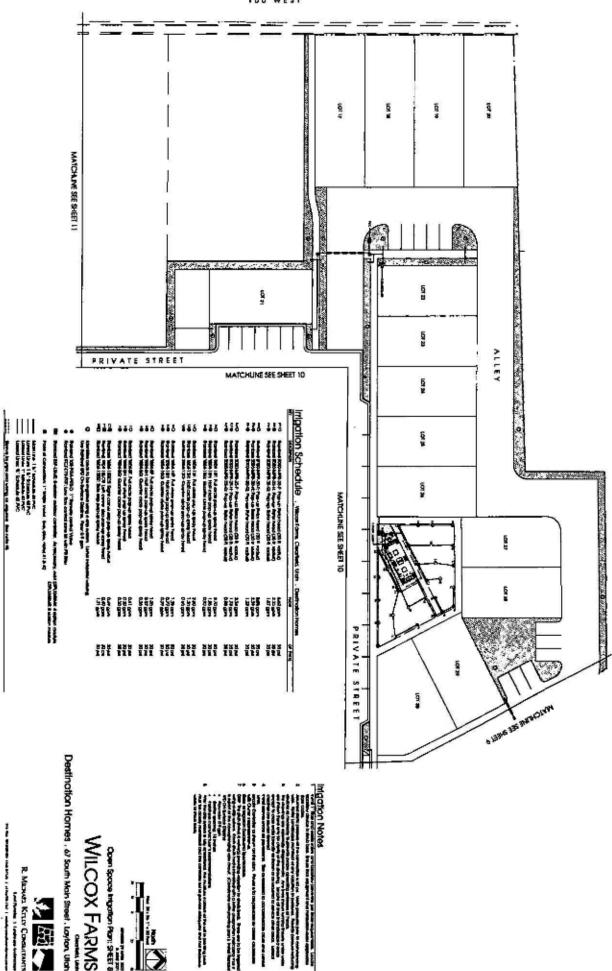




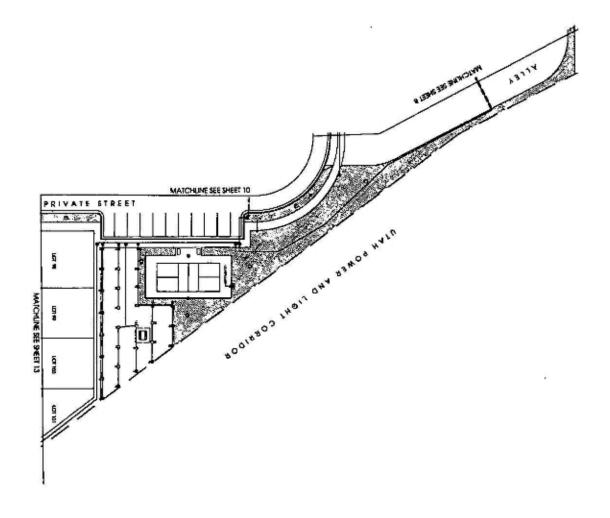




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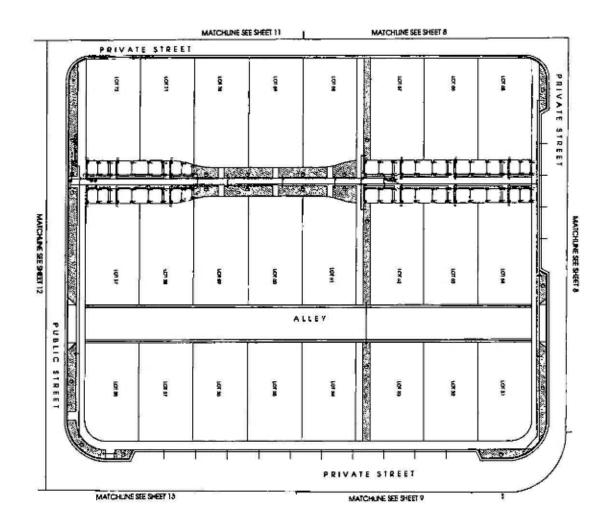


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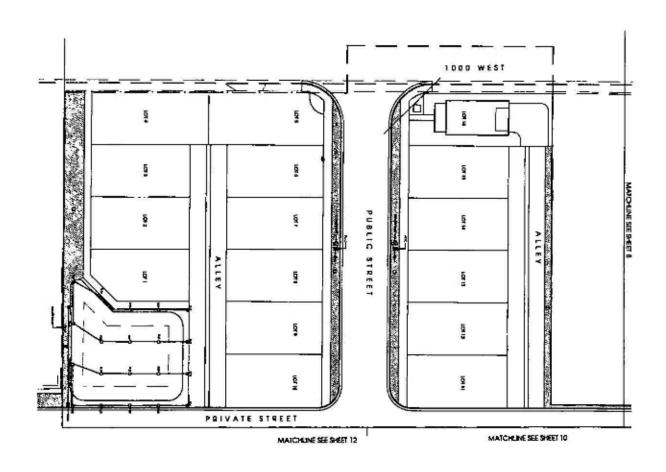
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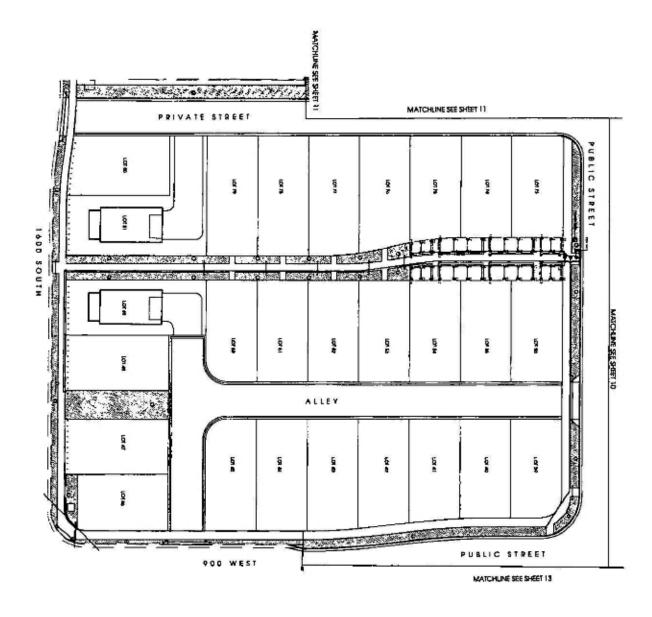
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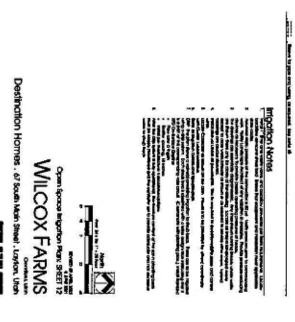




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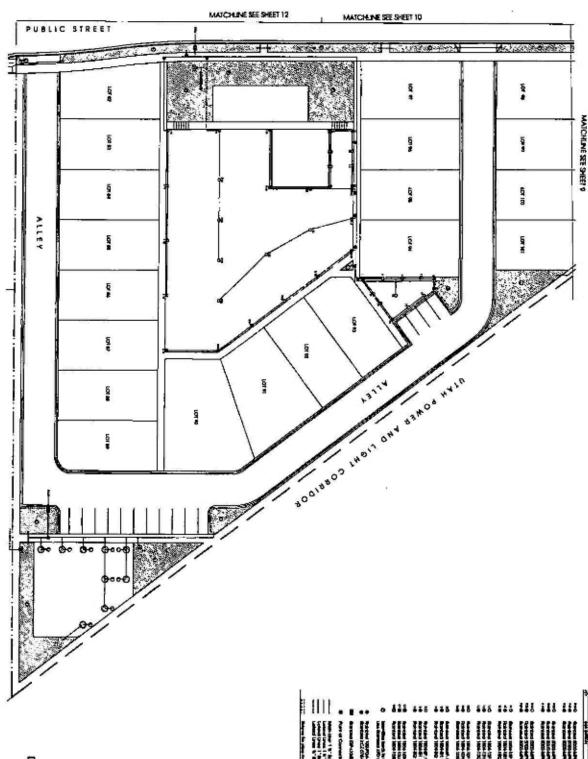
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EXHIBIT "E"

HOA DOCUMENTS

RECORDED AS A SEPERATE DOCUMENT WITH DAVIS COUNTY

EXHIBIT "F"

STORM WATER MAINTENCE

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NOTES

- INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION AND AFTER EACH MAJOR STORM EVENT. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
- 2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.
- CONTRACTOR IS REQUIRED TO CLEAN THE UNDERGROUND SYSTEM AT THE COMPLETION OF THE PROJECT PRIOR TO TURNING THE SYSTEM OVER TO THE DEVELOPER/HOME OWNER'S ASSOCIATION.
- OWNER TO PROVIDE INSPECTION REPORTS TO THE CLEARFIELD CITY STORM WATER MANAGER AT 6 MONTH INTERVALS FOR THE FIRST YEAR OF OPERATION AND ANNUALLY THEREAFTER.

EXHIBIT "G" ARCHITECTURAL REVIEW BOARD STAMPS



