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BK 8150 PG 672

WHEN RECORDED MAIL TO:

Clearfiled City, c/o Brad McIlrath
55 South State Street
Clearfield, UT 84015

E 3510689 B 8150 P 672-696
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/9/2022 2:23:00 PM
FEE \$40.00 Pgs: 25
DEP eCASH REC'D FOR COTTONWOOD TITLE IN

**THIRD ADDENDUM TO THE DEVELOPMENT AGREEMENT BETWEEN
101 NORTH MAIN (CLEARFIELD), LLC, CLEARFIELD CITY, AND
CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**

In Reference to Tax ID Number(s):

12-930-0001 and 12-930-0002

COURTESY RECORDING ONLY

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**THIRD ADDENDUM TO THE DEVELOPMENT AGREEMENT
BETWEEN 101 NORTH MAIN (CLEARFIELD), LLC,
CLEARFIELD CITY, AND CLEARFIELD COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY**

This Third Addendum to the Development Agreement ("Third Addendum") for the Clearfield Junction Development is entered into as of this 8th day of November, 2022, by and between 101 NORTH MAIN (CLEARFIELD), LLC a Delaware limited liability company ("Phase 1 Owner"), as owner/developer of certain real property located in Clearfield City, Davis County, Utah to complete the development of a project known as Clearfield Junction, Phase 1 (the "Phase 1 Project"), and CLEARFIELD CITY, a political subdivision of the State of Utah ("City"), and CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY ("CDRA"), herein after referred to collectively as, the "Parties."

RECITALS

WHEREAS, Clearfield Junction, LLC ("Developer"), City, and CDRA previously entered into a Development Agreement dated May 22, 2018 (Original Agreement), that outlines the development of the Project.

WHEREAS, the Original Agreement includes a phased plan for the development of the Project.

WHEREAS, Section fourteen (14) of the Original Agreement allows for the assignment of all or part of the legal obligations of the Original Agreement.

WHEREAS, on or about February 17, 2022, Developer sold the Phase 1 Project to Phase 1 Owner resulting in the assignment of all legal obligations to complete the Phase 1 Project set forth within the Original Agreement.

WHEREAS, Phase 1 Owner requires the following amendments to the Original Agreement to finalize the Phase 1 Project.

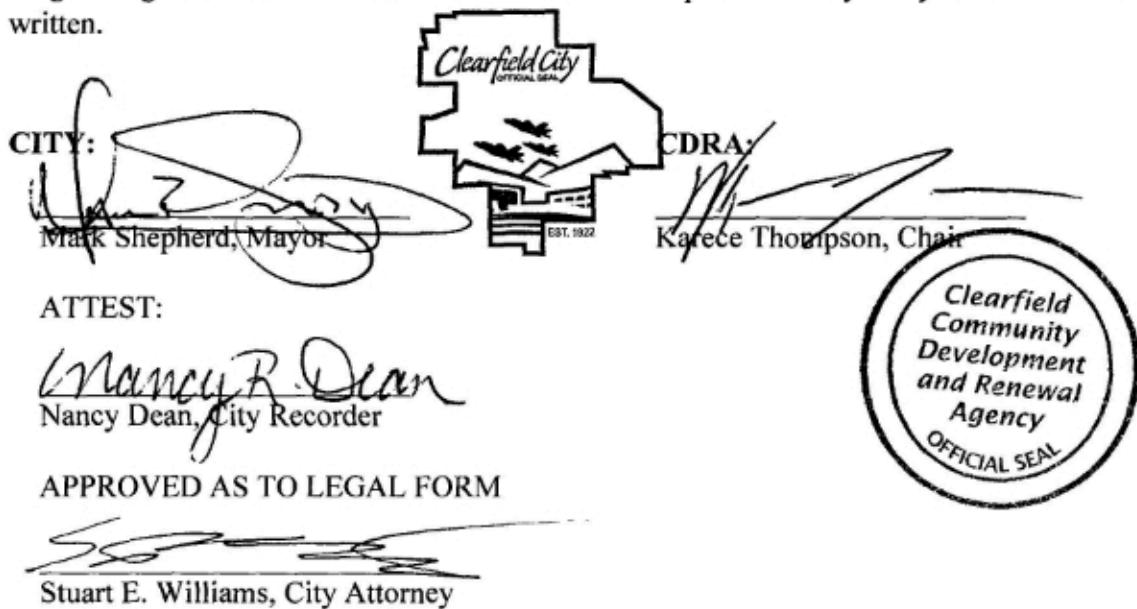
NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, Phase 1 Owner and the City and CDRA hereby agree as follows:

AGREEMENT

- (1) Recitals. The foregoing recitals are incorporated and made an integral part of this Agreement by this reference.
- (2) Development Pursuant to the Original Agreement and First, Second, and Third Addendum. The Phase 1 Project shall be developed in accordance with the terms of the Original Agreement, as modified by the First Addendum entered in December 2018, the Second Addendum as entered in January 2022, and this Third Addendum of the Original Agreement, as follows:
 - A. The gym will be moved to the bottom of building 2 and consist of 1,350 SF. (Exhibit B)
 - B. The clubhouse will be built in building 1 and consist of 1,385 SF. (Exhibit B)

- C. The minimum required pool and hot tub sizes will be no less than 1,000 SF for the pool and no less than 100 SF for the spa. (Exhibit C)
 - D. The interior courtyard will be reconfigured to allow for an additional 12 parking spaces by moving the BBQ area to the southern end of the courtyard. (Exhibit A)
 - E. The combined BBQ and Fire Pit area requirement will be reduced from 1,800 SF to no less than 1,786 SF. (Exhibit A)
 - F. The alley between buildings 1 and 2 will be improved with additional landscaping and lighting. (Exhibit D)
 - G. The grass at the north end of the pool area will be converted into a pet friendly area with turf and pet stations. (Exhibit D)
 - H. 12 spaces to the south of building 2 will be dedicated as commercial spaces during business hours. (Exhibit D)
- (3) **Original Agreement.** Except for the changes reflected in paragraph 2 above, all other terms and conditions within the Original Agreement, First Addendum, and the Second Addendum shall remain in place and applicable to the Parties.
- (4) **Binding Effect.** The provisions of this Third Addendum shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
- (5) **Severability.** If any part or provision of this Third Addendum shall be determined to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Third Addendum except that condition, covenant, or other provision of this Third Addendum 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.
- (6) **Miscellaneous.**
- a. **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 Second Addendum or in pursuing any remedy provided hereunder or any 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.
 - b. **Survival.** It is expressly agreed that the terms, covenants and conditions of this Third Addendum shall survive any legal act or conveyance required under this Third Addendum.
- (7) **Headings.** The section and other headings contained in this Third Addendum are for reference purposes only and shall not in any way affect the meaning or interpretation of this Third Addendum.

IN WITNESS WHEREOF, the parties have executed this Third Addendum to the Original Agreement for the Clearfield Junction Development the day and years first above written.



ATTEST:

Nancy R. Dean
Nancy Dean, City Recorder

APPROVED AS TO LEGAL FORM

S.E.W.
Stuart E. Williams, City Attorney

PHASE 1 OWNER:

101 North Main (Clearfield), LLC
a Delaware limited liability company

By: Four Peaks Fund 1, LP
A Delaware limited partnership
Its Sole Member

By: Four Peaks Fund GP 1, LLC,
A Delaware limited liability company
Its General Partner

By: *Daniel Ross*
Daniel Ross, Authorized Signatory

ACKNOWLEDGMENT OF PHASEPHASE 1 OWNER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles)

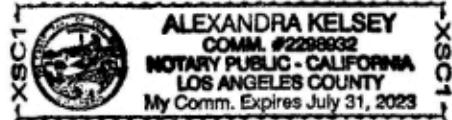
On 16 November 2022 before me, Alexandra Kelsey, Notary Public
(insert name and title of the officer)

personally appeared Daniel Ross,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

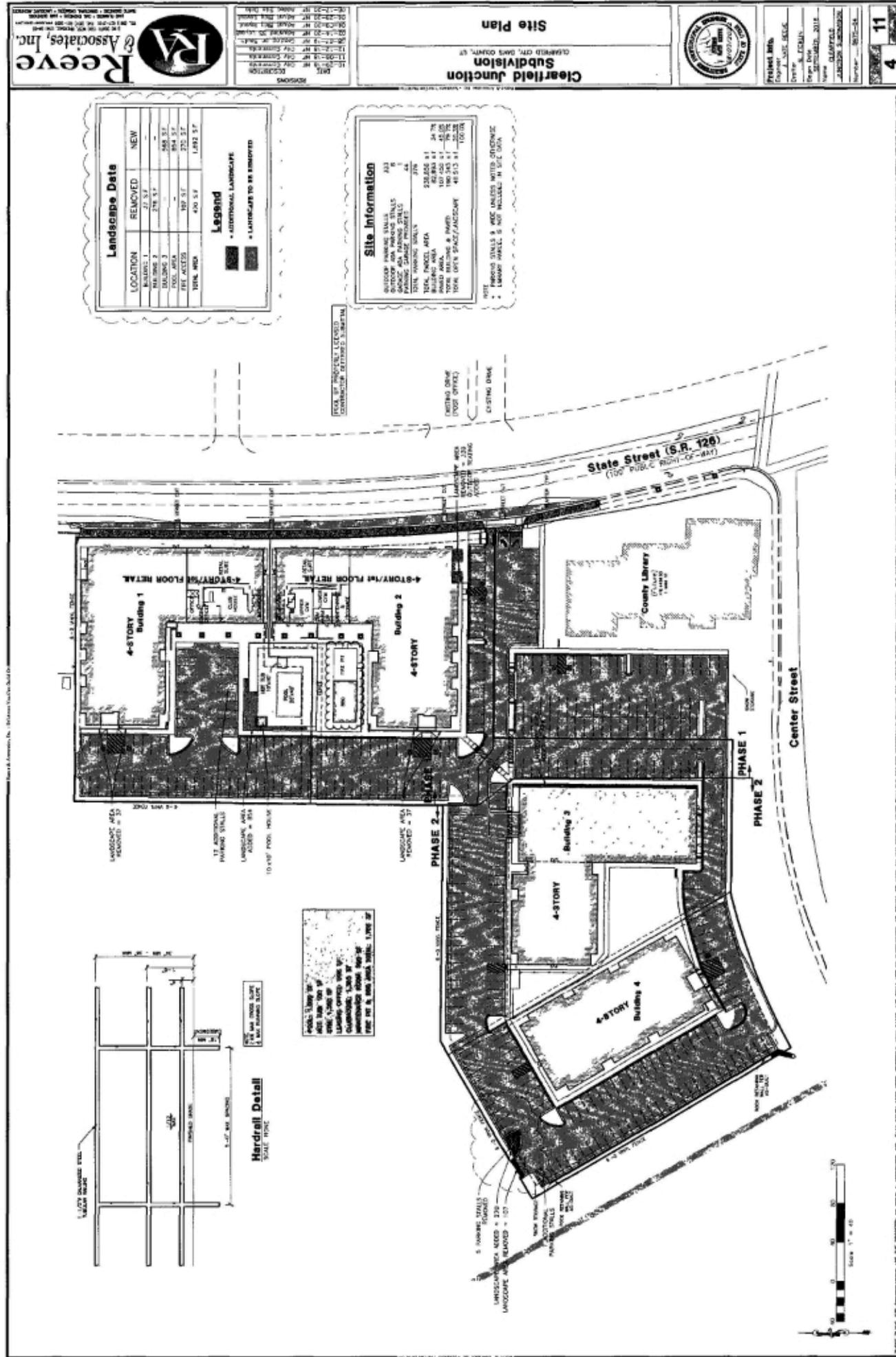
WITNESS my hand and official seal.

Signature Alexandra Kelsey (Seal)



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Exhibit A



3510689
BK 8150 PG 679

Exhibit B

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Exhibit C

CLEARFIELD JUNCTION

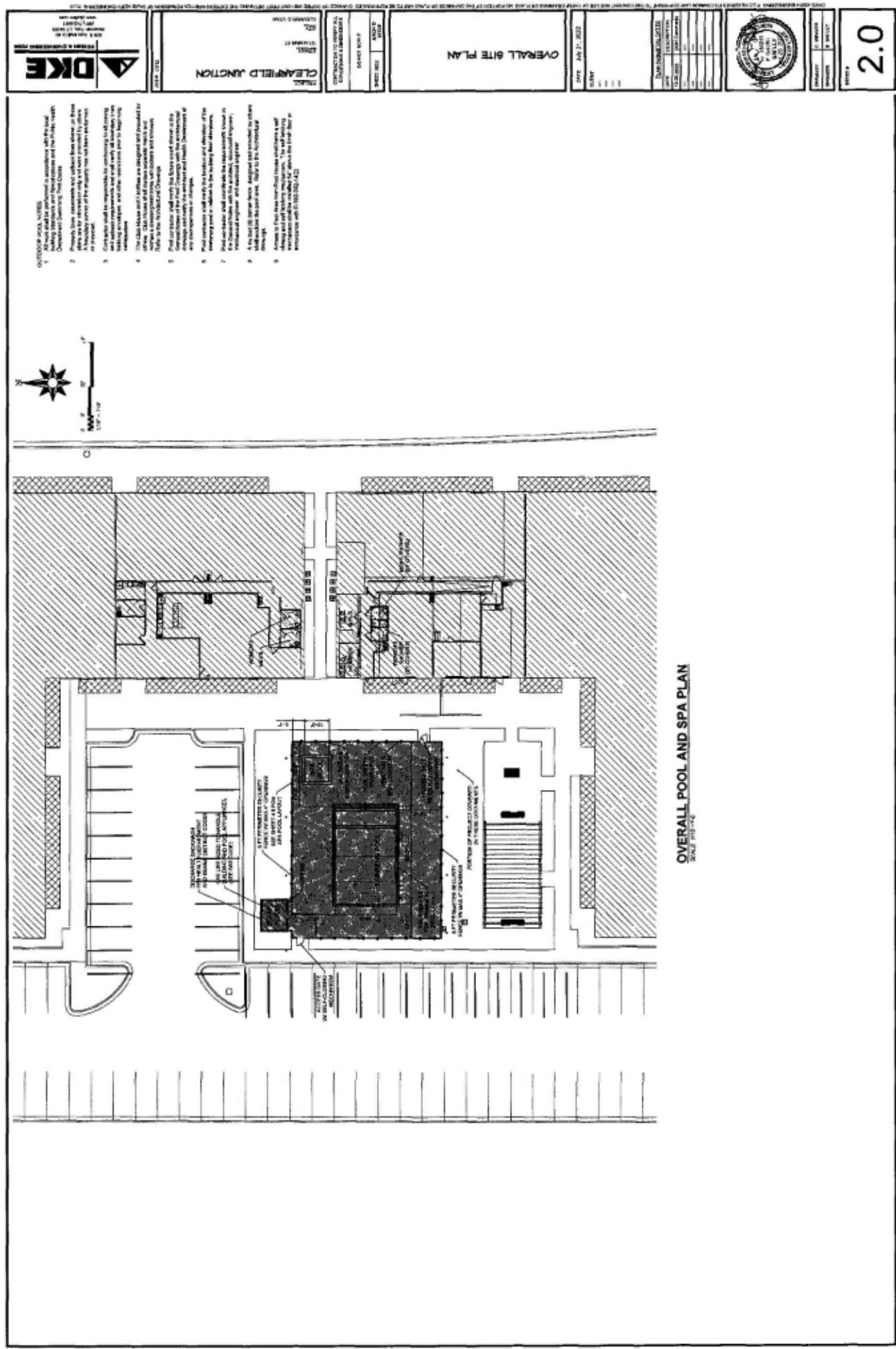
POOL & SPA

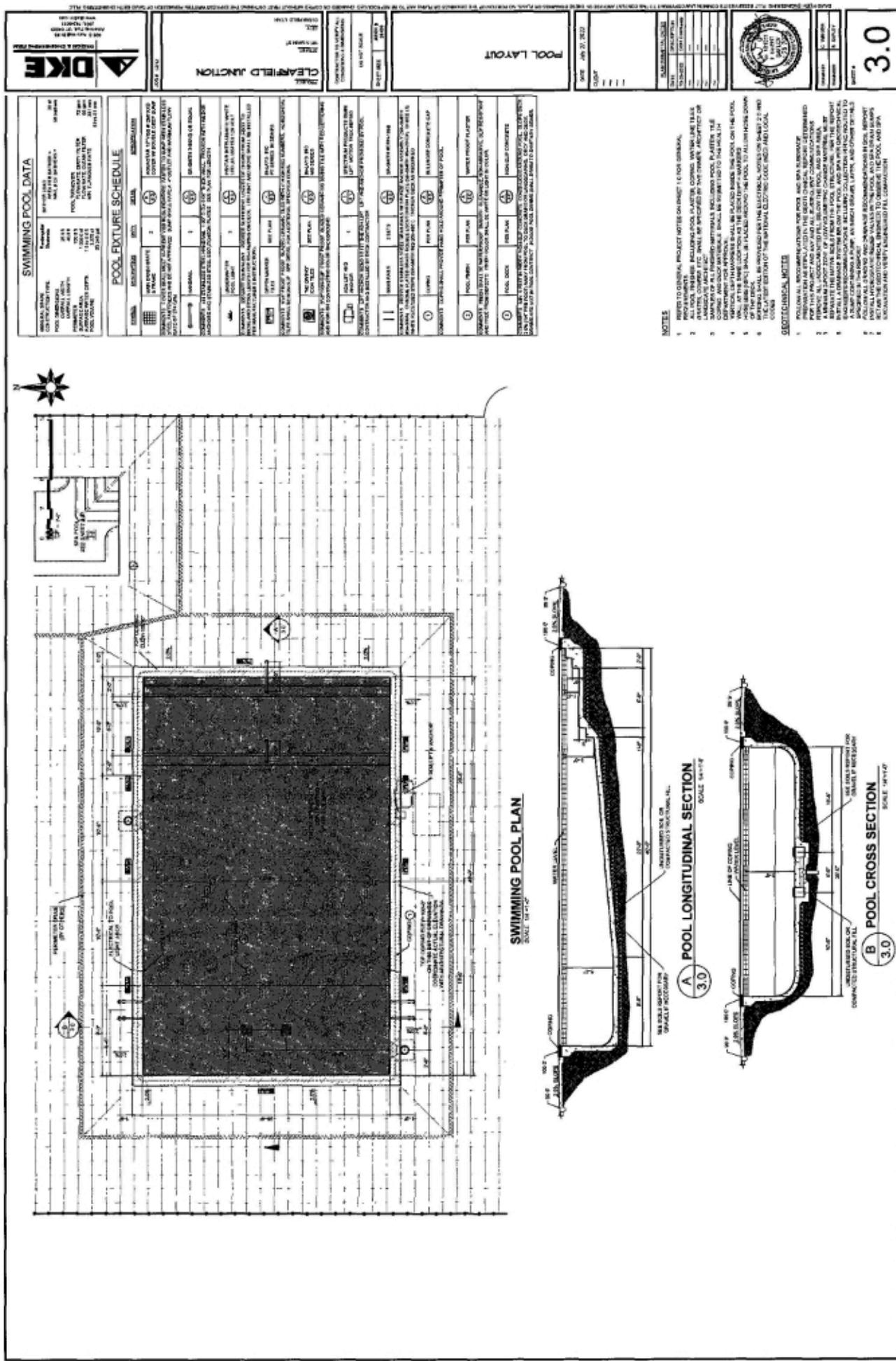
Clearfield, Utah

Permit Set
October 25, 2022

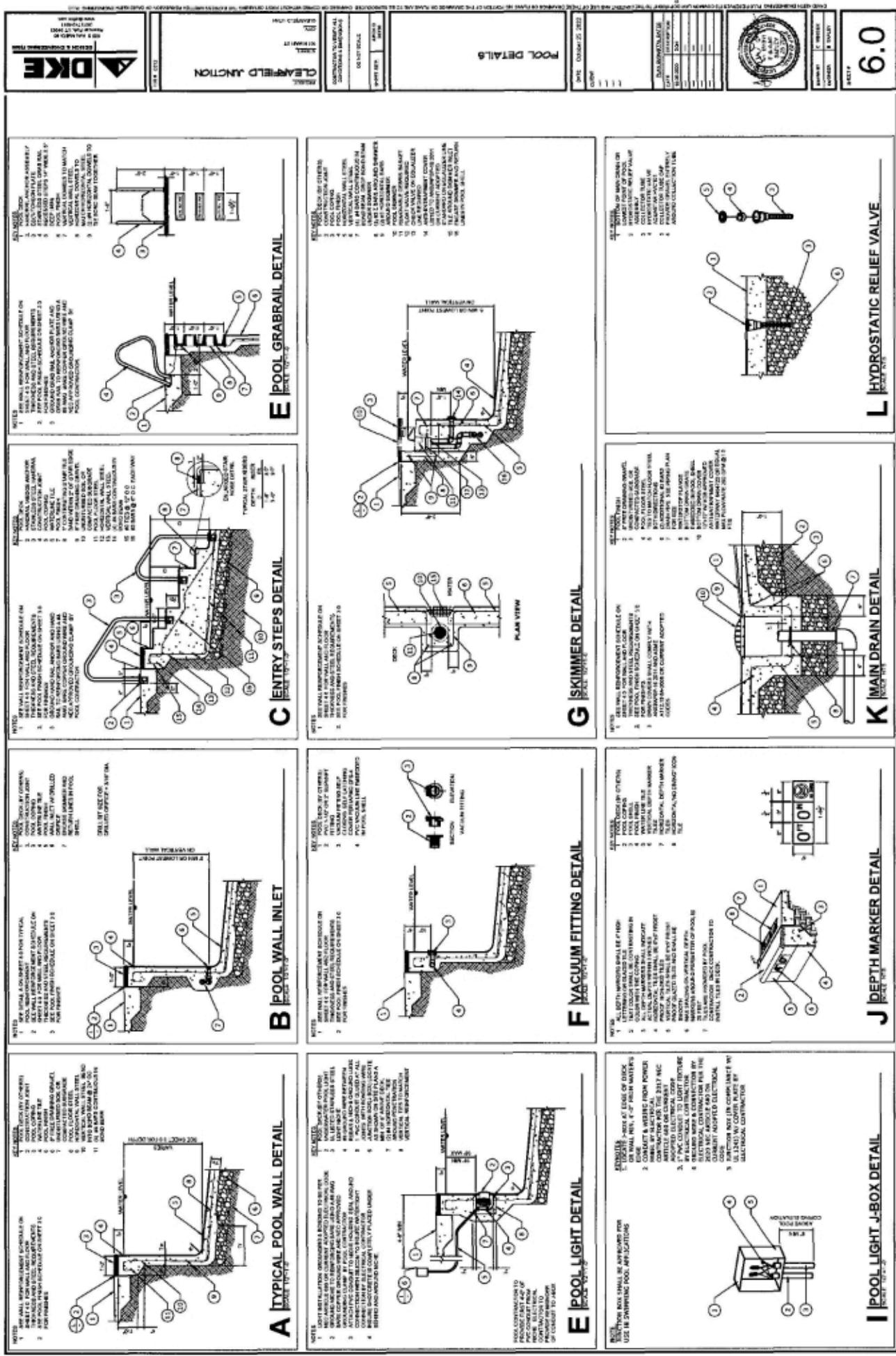
<p>ADKE Engineering Services DESIGN • CONSTRUCTION • OPERATION</p>		<p>CLEARFIELD JUNCTION</p>																									
		<p>COVER SHEET</p>	<p>COVER SHEET</p>																								
		<p>PROJECT NOTES</p> <p>1 All work shall be performed in accordance with the City of Clearfield Codes, State and National Standards and the City of Clearfield Health Department Swimming Pool Code.</p> <p>2 These drawings are for the engineering and design of the Swimming Pool and Spa. Plans only. This facilities equipment and surrounding the pools are shown for information purposes only and has not been reviewed by officials.</p> <p>3 Refer to the architect, civil, structural, mechanical and electrical drawings for additional information and code services.</p> <p>4 Final construction shall involve the removal of rock, material and debris by the General Contractor. The General Contractor is responsible to have all work indicated in this set of documents as specified for, installed and completed.</p>	<p>DATE: APR 2, 2022</p> <p>NAME: _____</p> <p>DESIGNER: _____</p> <p>INSPECTOR: _____</p> <p>OWNER: _____</p> <p>CONTRACTOR: _____</p> <p>PERMIT NUMBER: _____</p>																								
		<p>Sheet Index</p> <table border="1"> <tr> <td>Sheet #</td> <td>Description</td> </tr> <tr> <td>0.0</td> <td>COVER SHEET</td> </tr> <tr> <td>1.0</td> <td>GENERAL NOTES</td> </tr> <tr> <td>2.0</td> <td>OVERALL SITE PLAN</td> </tr> <tr> <td>3.0</td> <td>POOL LAYOUT</td> </tr> <tr> <td>3.1</td> <td>POOL PUMP PLAN</td> </tr> <tr> <td>4.0</td> <td>SPA LAYOUT</td> </tr> <tr> <td>4.1</td> <td>SPA PUMP PLAN</td> </tr> <tr> <td>5.0</td> <td>STRUCTURAL PLAN</td> </tr> <tr> <td>6.0</td> <td>POOL DETAILS</td> </tr> <tr> <td>6.1</td> <td>SPA DETAILS</td> </tr> <tr> <td>6.2</td> <td>GENERAL DETAILS</td> </tr> </table>		Sheet #	Description	0.0	COVER SHEET	1.0	GENERAL NOTES	2.0	OVERALL SITE PLAN	3.0	POOL LAYOUT	3.1	POOL PUMP PLAN	4.0	SPA LAYOUT	4.1	SPA PUMP PLAN	5.0	STRUCTURAL PLAN	6.0	POOL DETAILS	6.1	SPA DETAILS	6.2	GENERAL DETAILS
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		<p>VICINITY MAP</p>																									

2.0





6.0



6.2

<p>A RECOMMENDED POOL SIGNS</p>	<p>E BACKWASH SUMP DETAIL</p>	<p>F SUMP ORIFICE PLATE</p>	<p>G POOL VENTILATION</p>	<p>H SWIMMING POOL PUMP SYSTEM</p>	<p>I HOT TUB PUMP SYSTEM</p>												
<p>J SCHEMATIC GAS SERVICE DIAGRAM</p>	<p>K POOL HEATER VENTILATION</p>	<p>L FILL SYSTEM</p>	<p>M GENERAL DETAILS</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>DATE</th> <th>REV</th> <th>CLIENT</th> <th>DESIGNER</th> <th>TYPE</th> <th>REVISION</th> </tr> </thead> <tbody> <tr> <td>04-19-2017</td> <td></td> <td>—</td> <td>—</td> <td>—</td> <td></td> </tr> </tbody> </table>	DATE	REV	CLIENT	DESIGNER	TYPE	REVISION	04-19-2017		—	—	—		<p>N SPA PUMP CURVE</p> <p>O POOL PUMP CURVE</p>	<p>P GENERAL NOTES</p> <p>NOTES 1. THE CLASSIFICATION OF THE SYSTEM AND THE INFORMATION RELATED TO THE SYSTEM ARE FOUND IN THE "GENERAL NOTES" SECTION OF THE DRAWING. 2. THE ACTUAL WORKLOAD, LEVEL AND COLOR OF USEAGE ARE NOT RELATED TO THE CLASSIFICATION OF THE SYSTEM. 3. ALL WORKLOADS AND LOADS REFERRED TO IN THIS DRAWING MUST BE APPROVED BY THE LOCAL CERTIFICATION OF HEALTH.</p>
DATE	REV	CLIENT	DESIGNER	TYPE	REVISION												
04-19-2017		—	—	—													

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Exhibit D



LAW
REVIEW
REPORTS
REGULATORY
GUIDELINES
DESIGN
CODES

Landscape Plan

Clearfield Junction
Subdivision
Clearfield Junction
Clermont Co., Ohio, United States



1

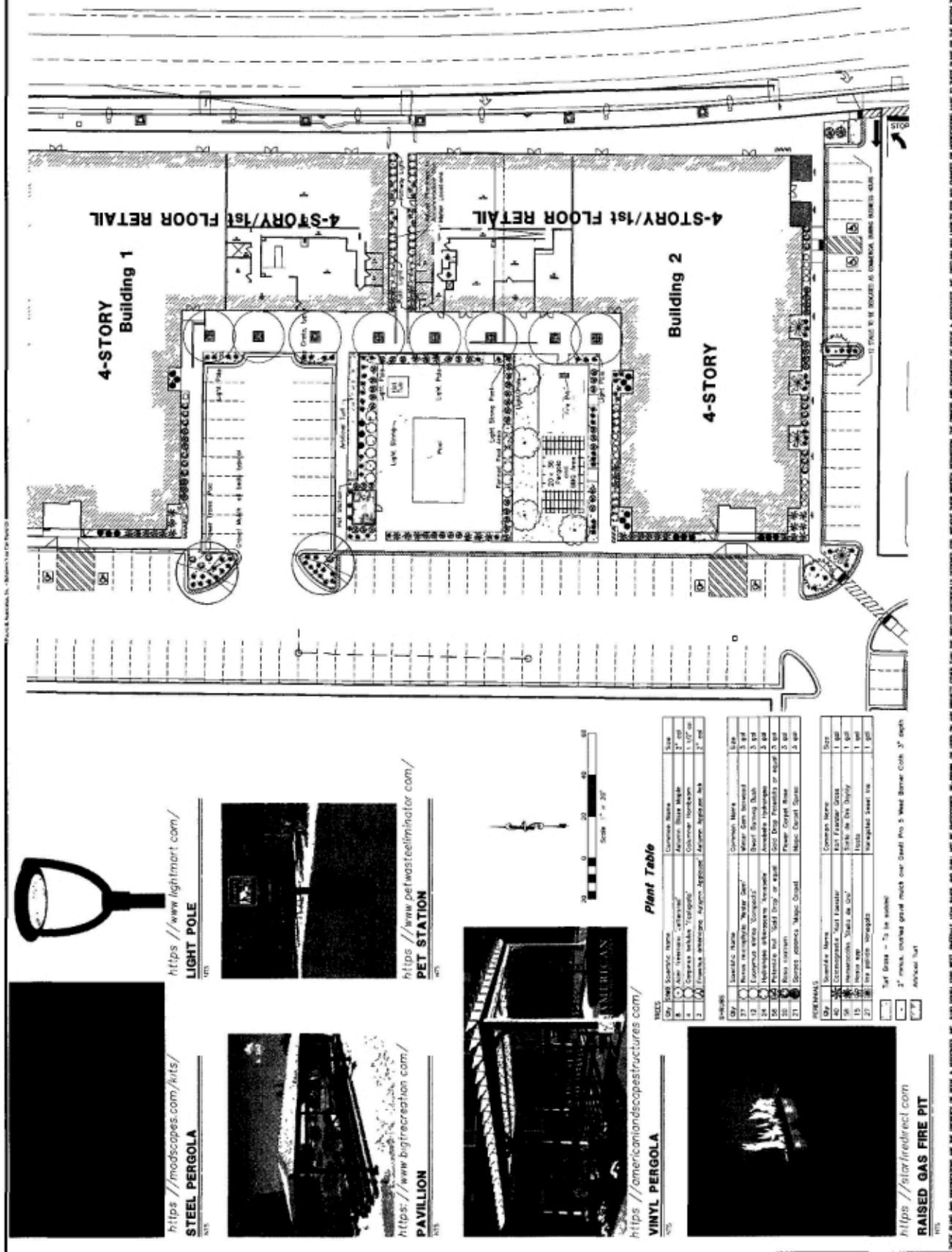


EXHIBIT D
PROPERTY DESCRIPTION

PARCEL 1:

All of Lots 1 and 2, CLEARFIELD JUNCTION SUBDIVISION, Clearfield City, Davis County, Utah, according to the official plat thereof, recorded November 28, 2018 as Entry No. 3130707 in Book 7148 at Page 400.

Tax Id No.: 12-930-0001 and 12-930-0002