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This builder/general contractor (contractor) shall not be responsible for the accuracy, validity, and overall integrity of the plans in the event of a discrepancy, prior to construction. The contractor shall be responsible for the accuracy, validity, and overall integrity of the plans in the event of a discrepancy, prior to construction. Creations West Architects shall not be responsible for the accuracy, validity, and overall integrity of the plans in the event of a discrepancy, prior to construction. Creations West Architects shall not be responsible for the accuracy, validity, and overall integrity of the plans in the event of a discrepancy, prior to construction.

PLANNED RES.

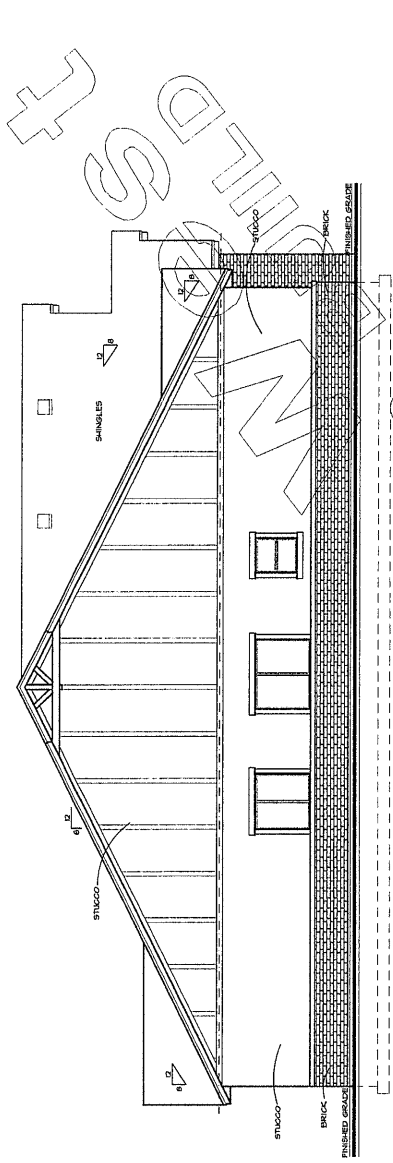
UNIVERSITY RIDGE
1000 SOUTH UNIVERSITY PARK
CLEARFIELD, UTAH

3544 E. 12th Street
Aurora, Idaho 83406
P: 801.225.0700
WWW.CREATIONSWEST.COM

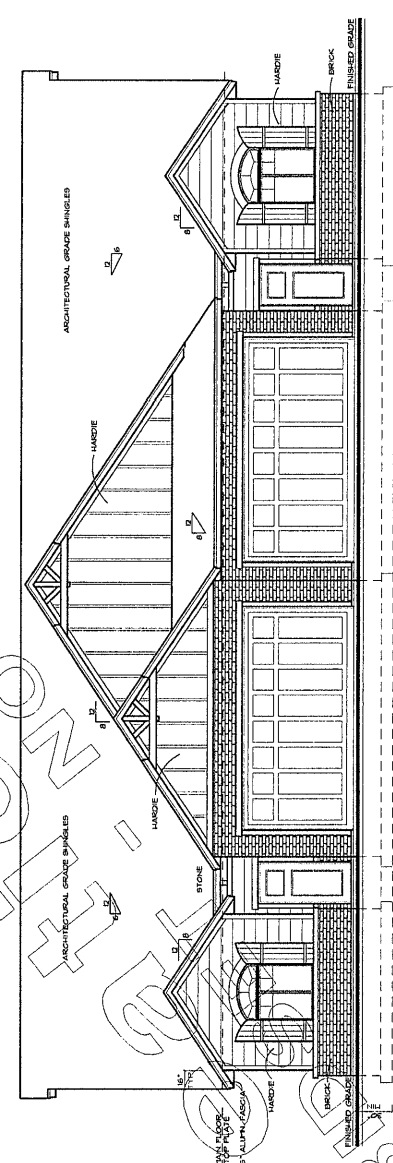
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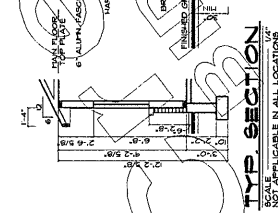
DATE: MAY, 08 12
SHEET: 1
PLAN NUMBER: DUPLEX



LEFT ELEVATION
SCALE: 1/4" = 1'-0"



FRONT ELEVATION
SCALE: 1/4" = 1'-0"



TYP. SECTION
SCALE: NOT APPLICABLE IN ALL LOCATIONS

EXAMINATION NOTES:
All building shall be on original undisturbed soil. No fill shall be used. The contractor shall be responsible for the accuracy, validity, and overall integrity of the plans in the event of a discrepancy, prior to construction. Creations West Architects shall not be responsible for the accuracy, validity, and overall integrity of the plans in the event of a discrepancy, prior to construction.

GENERAL NOTES:
Contractor shall obtain and maintain all necessary permits for the work shown on these plans and all other work required by the local jurisdiction. The contractor shall be responsible for the accuracy, validity, and overall integrity of the plans in the event of a discrepancy, prior to construction. Creations West Architects shall not be responsible for the accuracy, validity, and overall integrity of the plans in the event of a discrepancy, prior to construction.

FINISHES NOTES:
Exterior walls to have a finished clear epoxy finish. The contractor shall be responsible for the accuracy, validity, and overall integrity of the plans in the event of a discrepancy, prior to construction. Creations West Architects shall not be responsible for the accuracy, validity, and overall integrity of the plans in the event of a discrepancy, prior to construction.

FOUNDATION NOTES:
Foundation to have a finished clear epoxy finish. The contractor shall be responsible for the accuracy, validity, and overall integrity of the plans in the event of a discrepancy, prior to construction. Creations West Architects shall not be responsible for the accuracy, validity, and overall integrity of the plans in the event of a discrepancy, prior to construction.

ROOFING NOTES:
Roofing to have a finished clear epoxy finish. The contractor shall be responsible for the accuracy, validity, and overall integrity of the plans in the event of a discrepancy, prior to construction. Creations West Architects shall not be responsible for the accuracy, validity, and overall integrity of the plans in the event of a discrepancy, prior to construction.

INTERIOR NOTES:
Interior walls to have a finished clear epoxy finish. The contractor shall be responsible for the accuracy, validity, and overall integrity of the plans in the event of a discrepancy, prior to construction. Creations West Architects shall not be responsible for the accuracy, validity, and overall integrity of the plans in the event of a discrepancy, prior to construction.

EXTERIOR NOTES:
Exterior walls to have a finished clear epoxy finish. The contractor shall be responsible for the accuracy, validity, and overall integrity of the plans in the event of a discrepancy, prior to construction. Creations West Architects shall not be responsible for the accuracy, validity, and overall integrity of the plans in the event of a discrepancy, prior to construction.

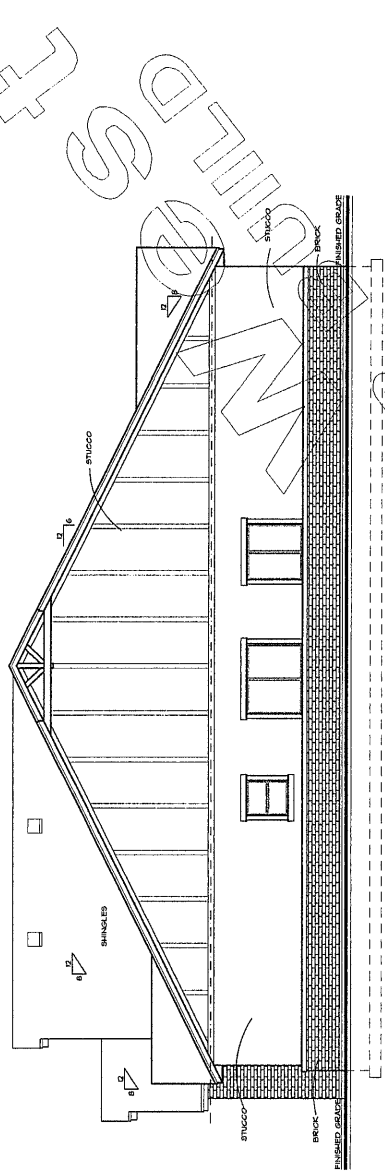
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 This plan is the property of Creations West and shall not be
 duplicated in any form or used as the basis for any new plans.
 The builder/general contractor (construction professional) must
 carefully and thoroughly verify dimensions, validity, and overall
 integrity of the plans in the event of a discrepancy, prior to
 the time of construction. Creations West is released of liability and
 the builder/general contractor assumes full responsibility.

PLANNED FOR
 UNIVERSITY RIDGE
 1000 SOUTH UNIVERSITY PARK
 CLEARFIELD, UTAH

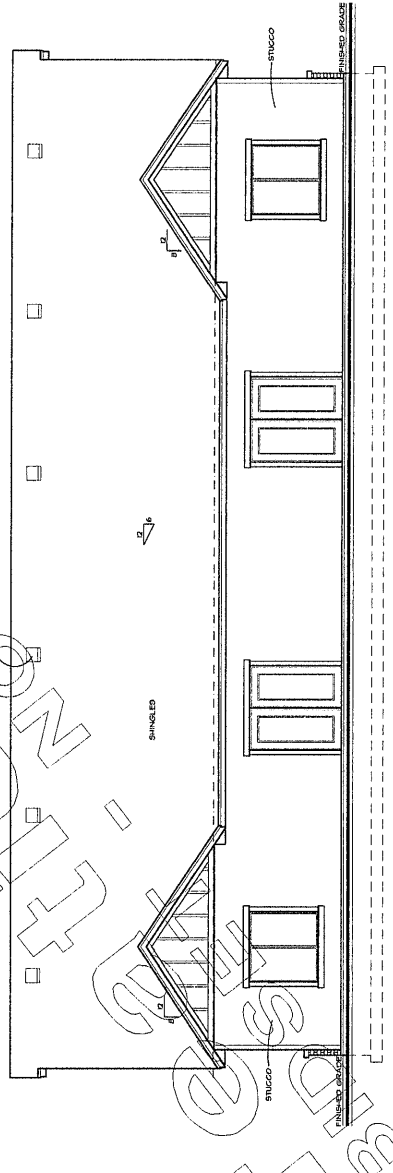
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 ARCHITECTURE DESIGN
 CREATIONS WEST

DATE: 11/11/12
 SHEET: 2
 PLAN NUMBER: 2

DUPLEX



RIGHT ELEVATION
 SCALE: 1/4" = 1'-0"



REAR ELEVATION
 SCALE: 1/4" = 1'-0"

CREATIONS WEST ARCHITECTS

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The builder/general contractor (contractor) shall read carefully and thoroughly verify dimensions, grades, and elevations of the plans in the event of a discrepancy, prior to the time of construction. Creations West Architects shall not be responsible for the builder/general contractor's full responsibility.

GENERAL NOTES:

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
2. FINISH FLOOR TO FINISH FLOOR UNLESS OTHERWISE NOTED.
3. FINISH FLOOR TO FINISH CEILING UNLESS OTHERWISE NOTED.
4. FINISH FLOOR TO FINISH GRADE UNLESS OTHERWISE NOTED.
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9. FINISH GRADE TO FINISH CEILING UNLESS OTHERWISE NOTED.
10. FINISH GRADE TO FINISH FLOOR UNLESS OTHERWISE NOTED.

GENERAL CONTRACTOR NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND ELEVATIONS ON THE JOB SITE.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.

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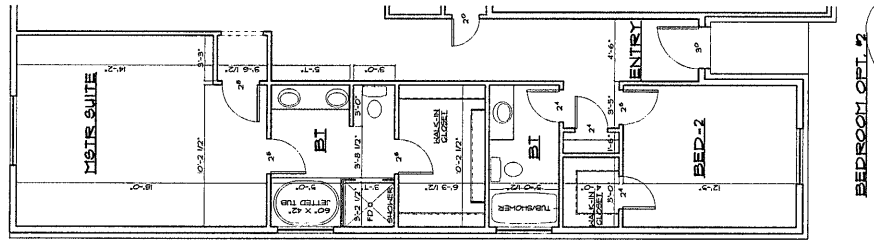
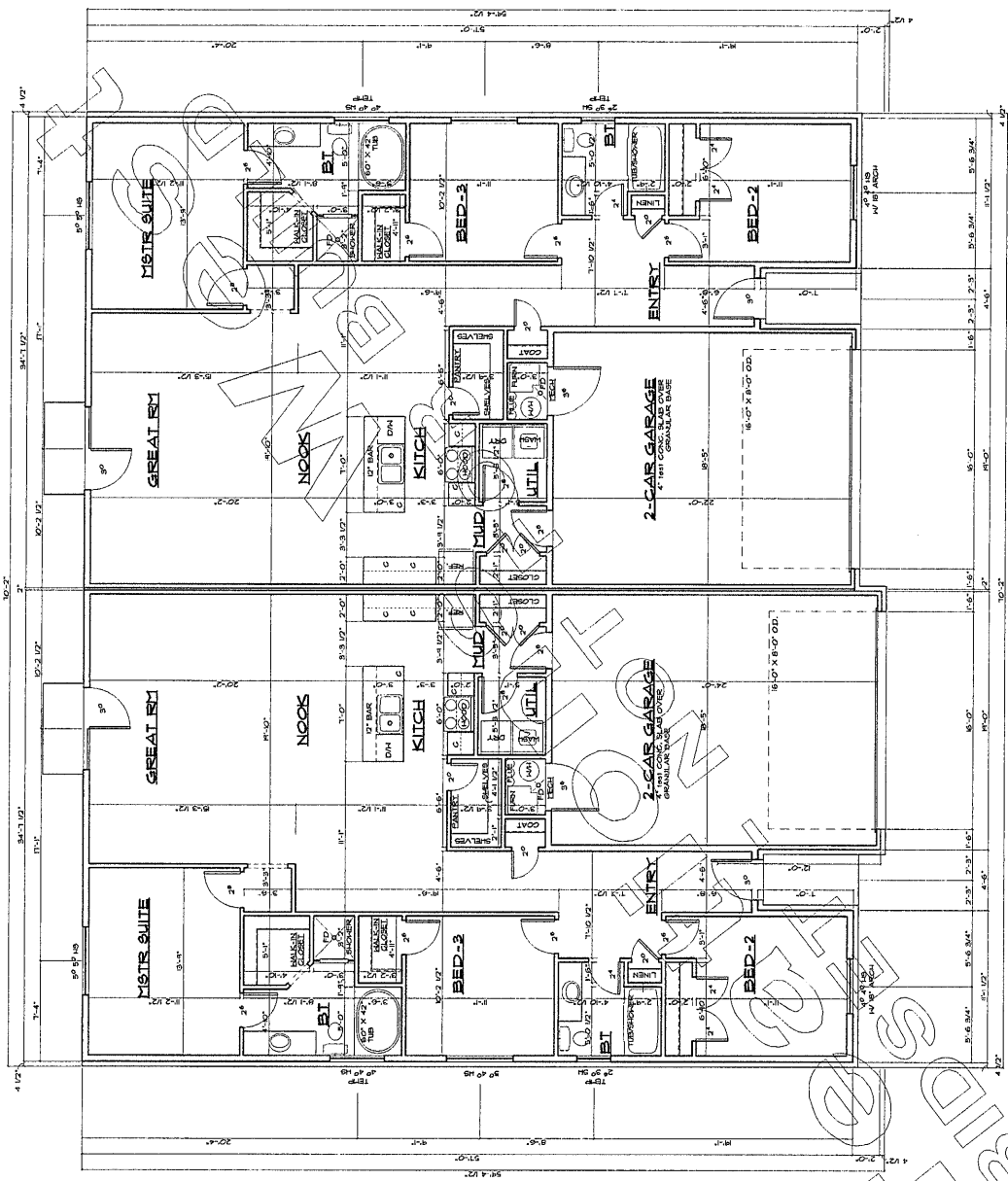
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NOTE:
 9'-1 7/8" CEILING HEIGHT TYP.
 2X6 EXTERIOR WALLS (5 1/2")
MAIN FLOOR PLAN
 1/4" = 1'-0"
 3/32" = 1/8" (MINIMUM LINE WEIGHT)
 3/32" = 1/8" (MINIMUM LINE WEIGHT)

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The "holder" (contractor) (architect) (engineer) shall be responsible for the accuracy of the information and data presented in this document. Creations West shall be contacted for clarification. At no time shall Creations West be held liable for any liability and/or damages of any kind, including reasonable attorney's fees, incurred by the holder/general contractor assuming full responsibility.

UNIVERSITY RIDGE
 1000 SOUTH UNIVERSITY PARK
 CLEARFIELD, UTAH

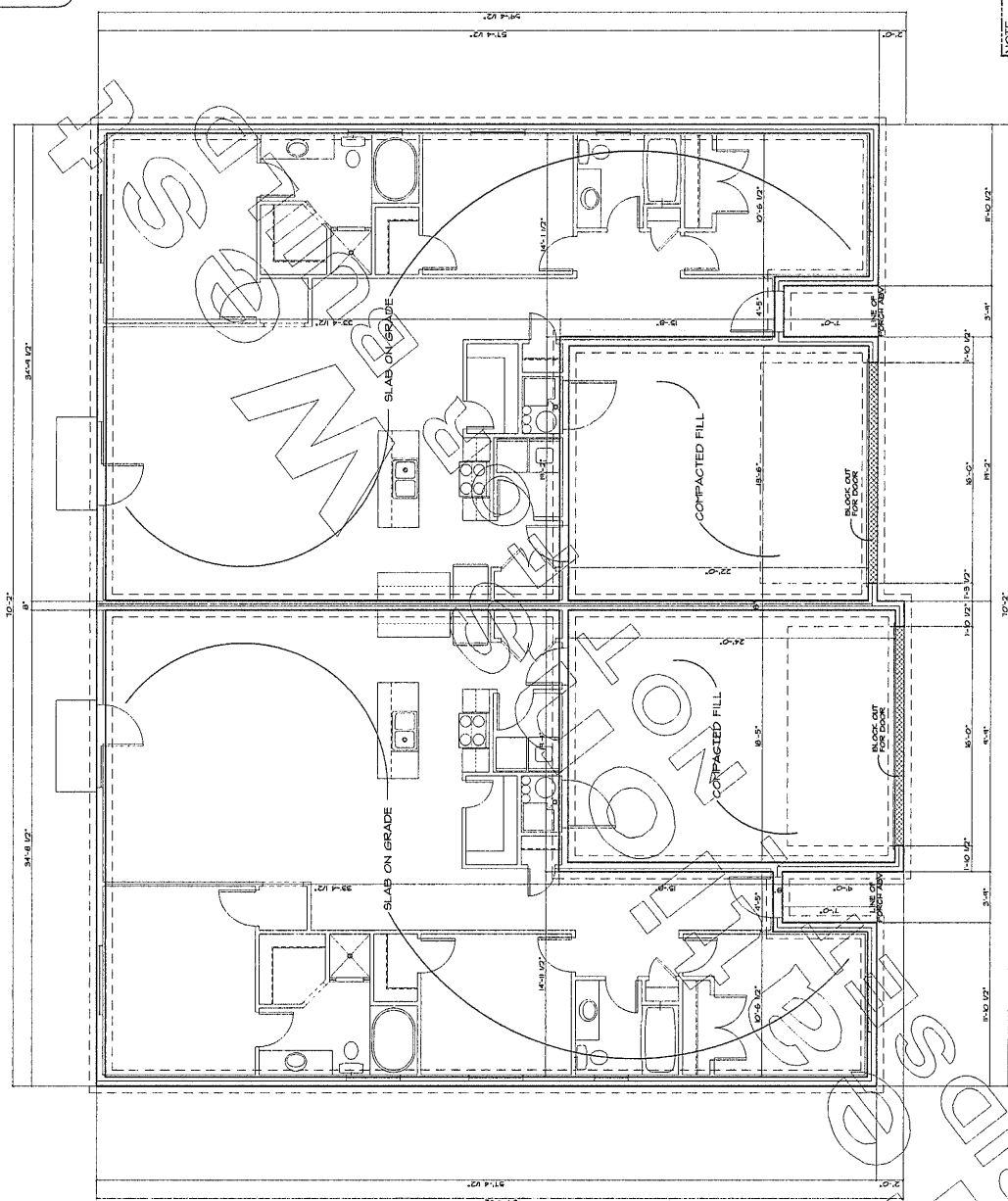
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 www.creationswest.com

CREATIONS WEST
 ARCHITECTURE DESIGN
 WWW.CREATIONSWEST.COM

DATE: MAY, 08 15
 SHEET: 4

PLAN NUMBER
 DUPLEX



NOTE:
 8'-0" CEILING HEIGHT TYP.
 8'-10" FOUND WALL
 DOUBLE PLATE (3")
 2" FIBERGLASS INSULATION
 8" FOUND WALLS U.O.S.
 4" FOUND. FUR WALLS U.O.S.

FTG. / FOUND. PLAN
 SCALE: 1/4" = 1'-0"

FOUNDATION NOTES:
 1. FOUNDATION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES (IBC) AND THE INTERNATIONAL FOUNDATION CODES (IFC).
 2. ALL FOUNDATION ELEMENTS SHALL BE CONSTRUCTED WITH 4000 PSI STRENGTH CONCRETE.
 3. ALL FOUNDATION ELEMENTS SHALL BE REINFORCED WITH #4 BARS.
 4. ALL FOUNDATION ELEMENTS SHALL BE PROTECTED WITH 2" FIBERGLASS INSULATION.
 5. ALL FOUNDATION ELEMENTS SHALL BE PROTECTED WITH 2" POLYSTYRENE INSULATION.
 6. ALL FOUNDATION ELEMENTS SHALL BE PROTECTED WITH 2" POLYURETHANE INSULATION.
 7. ALL FOUNDATION ELEMENTS SHALL BE PROTECTED WITH 2" POLYISOCYANURATE INSULATION.
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 9. ALL FOUNDATION ELEMENTS SHALL BE PROTECTED WITH 2" POLYISOCYANURATE INSULATION.
 10. ALL FOUNDATION ELEMENTS SHALL BE PROTECTED WITH 2" POLYURETHANE INSULATION.

GENERAL NOTES:
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DEVELOPMENT AGREEMENT
for
ROSENBERG SUBDIVISION
between
CLEARFIELD CITY CORPORATION
and
JOHN W. HANSEN

THIS AGREEMENT is entered into this ____ day of _____ 2015, by and between Clearfield City Corporation (the “City”), a Utah Municipal Corporation, and John W. Hansen (“Developer”).

RECITALS

- A. Developer intends to develop certain property situated in Clearfield City, Davis County, Utah, located at approximately 925 South University Park Boulevard, more particularly described in Exhibit “A” attached hereto and known as the “Property.”
- B. Developer either owns or has a contractual right to purchase the Property.
- C. The Developer desires to develop the Property according to the Rosenberg/Hansen Subdivision Plat and Improvement Drawings dated March 6, 2015 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 documents are described in Exhibit “B” attached hereto and known as the “Plat”.
- D. On April 28, 2015, the City 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 subdivision approval process for the development of the Property.

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. DEVELOPER’S UNDERTAKING.

- A. Developer hereby agrees to construct and to install, all improvements described in the Plat and Improvement Drawings. In the event that Developer does not complete such improvements according to the specific plans set forth in the Plat and Improvement Drawings, 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.

In addition, this development may require new water, sanitary sewer and storm sewer lines to be installed. The Developer shall be responsible for installing those lines in accordance with City standards and in addition to the other improvements on the Plat and Improvement Drawings. The street through the subdivision shall be dedicated to the city and built to city specifications. Upon satisfactory inspection by the City Engineer, it will be the City's responsibility to maintain the street.

No building permits shall be issued for construction on the Property until the City has approved the final Subdivision Plat and the final Site Plan.

B. Housing units within the development of the Property shall be 32 total units made up of the following: 28 units of two-family dwellings (twin homes), 1 single family home, and 1 tri-plex. Each unit shall have a two-car garage and one additional off-street parking space.

C. Residential units shall have at least 1,500 square feet of finished floor area above grade. No slab on grade construction without footings is allowed.

D. Each building on the Property shall have the setbacks, front yards, back yards and side yards as shown on the approved Final Site Plan.

E. All exterior finishes must be either brick, stucco, rock, masonry, or combinations thereof. Each unit shall have front elevations which include at least fifty percent (50%) brick or forty percent (40%) rock.

F. Developer shall construct residential units on the Property in substantial conformance with the plans and elevations presented to the City during the approval process which plans and elevations shall be kept on file in the records of Clearfield City (Site Plan dated July 14, 2014 attached as Exhibit "C", and Elevations dated October 30, 2013 attached as Exhibit "D"). Developer, or its assigns, may modify the plans and elevations for the residential units on the Property provided that such modifications satisfy the requirements of paragraphs 1(B), 1(C), 1(D) and 1(E) of this Agreement.

G. Developer agrees to provide at least twenty-five percent (25.0%) of the Property to remain as open space. Developer shall construct, install, and pay for all improvements related to the open space and it shall have shrubs, trees and grass covering that shall be mowed, watered and maintained. Developer shall establish a homeowners association to be responsible for all aspects of maintenance of the open space. Should the homeowners association fail to maintain the open space, the City shall have the right, but not the obligation to perform such maintenance and bill the charges therefore to the individual homeowners on a pro-rated basis.

H. Prior to recording the Final Subdivision Plat, the Developer shall record this Agreement against the Property as covenants running with the lots and land in the Development and indicate on the approved Final Subdivision Plat the existence of this Agreement and the recording data therefore.

I. As a part of this Development Agreement, prior to receiving any residential building permits the Developer shall put a deed restriction on parcels A and B of the subdivision plat, which front 2000 East, and have been designed for two commercial buildings with a minimum combined floors pace of 12,000 square feet. The commercial buildings must be built to face 2000 East with parking on the side or rear of the buildings. Additionally, prior to receiving any residential building permits, the pad sites of parcel A and B must be readied for development (cleared, graded, and covered with road base) and must be kept free of weeds and debris. The deed restriction is described in Exhibit "E".

J. The Developer shall install a six (6) foot vinyl fence between the commercial and residential development lots on the East side of the project.

K. It is further agreed and understood that the Developer shall be given approval by the city to construct 32 residential units once the subdivision has been recorded and improvements bonded. The issuance of building permits and construction of the residential units shall not be tied to the timing of construction of the commercial buildings on Parcels A and B.

L. The Developer must comply with the City's requirements for guaranteeing the installation and warranty of all subdivision improvements pursuant to the City's subdivision ordinance and all other applicable laws.

II. CITY'S UNDERTAKINGS.

A. The City shall approve the final subdivision plat for the development of the Property, provided that such final plat is consistent with the Plat and conforms to all applicable laws. The City will record the approved final plat with the Davis County Recorder's Office as required by law.

B. Pursuant to the City's subdivision ordinance, 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. 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 hereto and referenced 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 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.

D. 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.

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 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.

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. Warranty Inspections. The 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.

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

CLEARFIELD CITY CORPORATION,
A Utah Municipal Corporation

John W. Hansen, Developer

By: _____
Mark R. Shepherd, Mayor

John W. Hansen, Developer

ATTEST:

By: _____
Nancy R. Dean, City Recorder

PERSONAL ACKNOWLEDGMENT

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On the _____ day of _____, 2015 personally appeared before me, Mr. John W. Hansen as signer of the foregoing document, who duly acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

NOTARY PUBLIC

Residing: _____

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On ____ of _____, 2015 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.

NOTARY PUBLIC
Residing: