CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
April 16, 2019 – WORK SESSION

Meetings of the City Council of Clearfield City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207 as amended. In such circumstances, contact will be established and maintained via electronic means and the meetings will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

Executive Conference Room
55 South State Street
Third Floor
Clearfield, Utah

6:00 P.M. CITY COUNCIL WORK SESSION

Discussion with the Youth Commission

Discussion on a Request to Rezone the Properties Located at Approximately 875 West 200 North (TIN: 12-019-0103 and 12-711-0112) from A-1 (Agricultural) to R-1-0 (Residential)

Discussion on a Request to Rezone the Property Located at Approximately 49 West 300 North (TIN: 12-020-0007) from R-1-8 (Residential) to C-2 (Commercial)

Discussion on a Request to Amend the Kensington Place Phase 2 Subdivision Plat Located at Approximately 852 and 880 South 550 East (TIN: 12-815-0001 and 12-815-0002)

*****ADJOURN AS THE CITY COUNCIL AND IMMEDIATELY RECONVENE AS THE CDRA IN A WORK SESSION *****

CDRA WORK SESSION

Discussion on the Interlocal Agreement with the Davis School District for the Lifetime Products CRA (Community Reinvestment Area)

Discussion on the Fiscal Year 2020 CDRA Budget

*****ADJOURN AS THE CITY COUNCIL*****

Dated this 10th day of April, 2019.

/s/Nancy R. Dean, City Recorder

The City of Clearfield, in accordance with the 'Americans with Disabilities Act' provides accommodations and auxiliary communicative aids and services for all those citizens needing assistance. Persons requesting these accommodations for City sponsored public meetings, service programs or events should call Nancy Dean at 525-2714, giving her 48-hour notice.

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Brad McIlrath, Senior Planner

MEETING DATE: Tuesday, April 16, 2019

SUBJECT: Discussion Item: **RZN 1903-0001,** a zoning map amendment request by Jason Hamblin to rezone the subject properties from A-1 (Agricultural) to R-1-O (Residential). **Location:** Approximately 875 West 200 North (TIN: 12-019-0103 & 12-711-0112). **Rezone Area:** 3.569 Acres. **Planner:** Brad McIlrath **(Legislative Matter).**

PLANNING COMMISSION RECOMMENDATION

On April 3, 2019 the Planning Commission forwarded a recommendation of **approval of RZN 1903-0001**, to the Clearfield City Council, a zoning map amendment request by Jason Hamblin to rezone the subject properties from A-1 (Agricultural) to R-1-O (Residential).

DESCRIPTION / BACKGROUND

These properties are located in the area south of Steed Park, north of Miya Farms, and west of the Denver and Rio Grande Western rail trail. The purpose of the rezone is to match the zoning classification with that of the adjacent residential properties. The developer plans to subdivide and complete the fifth and final phase of the Autumn Ridge single-family development. In planning for this development utility infrastructure was previously laid for the connection of 200 North and 75 North. The parcels are vacant or have been used for agricultural uses in the past, with residential homes adjacent to the streets. The south parcel was subdivided and dedicated for storm water detention for phase 4 of the Autumn Ridge development, but was not rezoned at the time of that development. The surrounding land uses are:

- North – A-1 (Single Family Residential)
- East – R-1-O (Single Family Residential)
- South – R-1-O (Single Family Residential)
- West – A-1 (Single Family Residential)

The Clearfield City General Plan designates this area as Residential (See Future Land Use Map). As stated in the Land Use Element chapter of the General Plan, “it is the City’s policy that no new parcels of land be rezoned to R-1-O” (p. 5). As the final phase of the adjacent single-family development staff recommends that the subject properties be rezoned to match the zoning of all of the other phases of the Autumn Ridge development. If this was a new development and

not the final phase of a single-family subdivision with the R-1-O zoning classification, Staff would not be supportive of the rezone.

As is evident with the preliminary subdivision plat request, one of the properties included in the subdivision is already zoned R-1-O. Therefore, the rezone of these two properties to match that classification is necessary to ensure a consistent zoning and development pattern.

R-1-O Development Standards

The R-1-O zone does not have minimum or maximum lot standards, but allows density based upon the amount of open space provided. For example, 3.5 dwellings per acre are allowed when 1% to 4% of the development is developed as open space. To ensure compliance with these standards a development agreement is required that incorporates the standards of the R-1-O zone. Based upon the preliminary subdivision plat application, the applicants are proposing 13 single-family lots with the smallest lot size of 9,145 square feet and the largest at 15,299 square feet. Part of the southwest lot will be modified to be open space for the development and will be tied into the storm water detention of phase 4. With this preliminary subdivision layout of 13 lots, the development will have a density of 3.18 dwellings to the acre. With the previous phases of the subdivision to the east and south, staff finds the rezone appropriate to ensure development consistency and design for this residential area.

GENERAL PLAN ANALYSIS

Review Consideration	Staff Analysis
The proposed amendment is in accordance with the General Plan and Map; or	Goal 1 of the Land Use Element states "Maintain consistency between the City's Land Use Ordinance and the General Plan." The General Plan designates this area as "Residential." This rezone would allow these parcels to be more consistent with the surrounding parcels and the zoning designation of those parcels.
Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	The General Plan encourages zone changes to provide for the highest and best use of the community and property owners. Decreases in agricultural viability for this area and increased demand for single-family ownership in the community supports this change as the highest and best use for these properties.

CORRESPONDING POLICY PRIORITY (IES)

Improving Clearfield's Image, Livability and Economy

The rezone of the portions of these properties to continue the development of single-family development will improve the image, livability, and economy in the following ways:

- The development will provide beautification of the lands that have been vacant and undeveloped with a uniform streetscape design and single-family development consistent with the other homes in the area.

- Provide additional housing and households that can contribute to the local economy, arts, parks, and recreational activities.

PUBLIC COMMENT

Property notices were posted on March 22, 2019 and mailed notices were sent on March 22, 2019. As of the date of this report, Staff has received questions from an adjacent property owner. No concerns with the development or rezone, simply questions about what would be happening there.

STAFF RECOMMENDATION/CONCLUSION

Staff recommended that the Planning Commission forward a recommendation of **APPROVAL** to the City Council for the proposed zone change based upon the following findings:

1. The proposed zone change is consistent with the land use guidelines, goals, and objectives of the Clearfield City General Plan.
2. The proposed zone change is supported by the Future Land Use Map designation of Residential in the General Plan.
3. The R-1-O Zone is the same zoning district of the first four phases of the Autumn Ridge Subdivision.
4. Future subdivision and development of these properties in the R-1-O Zone would be consistent with the existing land uses in the area.
5. Although not fully supported by the General Plan the rezone of these properties to R-1-O will be a unique situation as Autumn Ridge Phase 5 will complete this subdivision. As such, no other land will be encouraged to be rezoned to R-1-O by Clearfield City Staff.

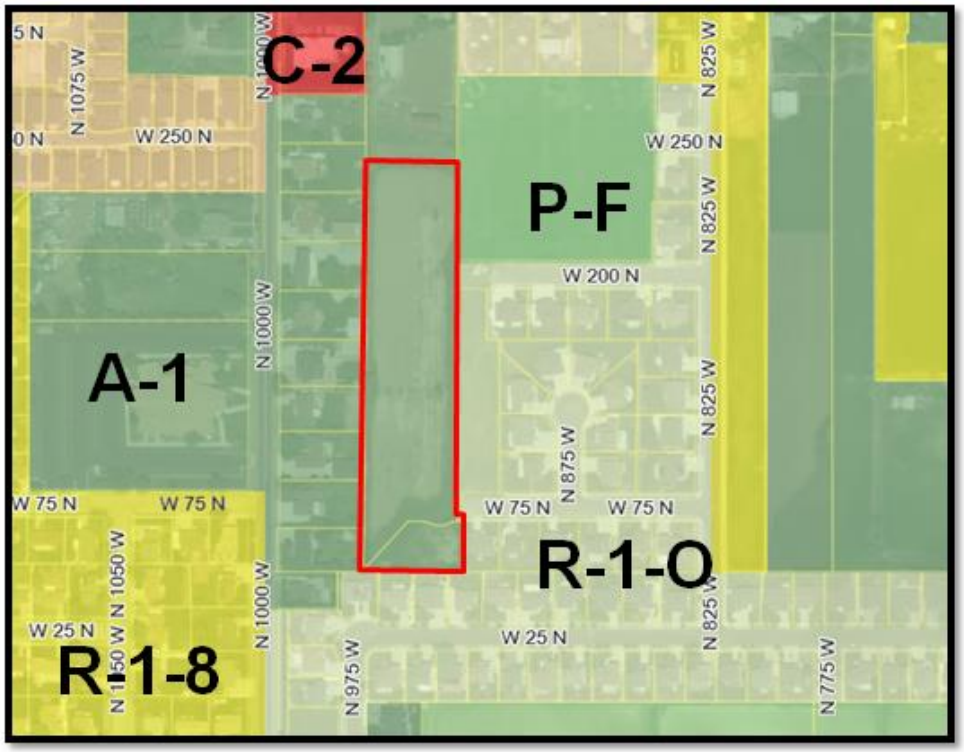
LIST OF ATTACHMENTS

- General Plan: Future Land Use Map
- Zoning Map

GENERAL PLAN: FUTURE LAND USE MAP



ZONING MAP



STAFF REPORT

TO:	Mayor Shepherd and City Council Members
FROM:	Brad McIlrath, Senior Planner
MEETING DATE:	Tuesday, April 16, 2019
SUBJECT:	Discussion Item: **RZN 1903-0003,** a zoning map amendment request by Todd Goff on behalf of Barneck Preschool to rezone the subject property from R-1-8 (Residential) to C-2 (Commercial). **Location:** 49 West 300 North (TIN: 12-020-0007). **Rezone Area:** 0.19 Acres. **Planner:** Brad McIlrath **(Legislative Matter).**

PLANNING COMMISSION RECOMMENDATION

On April 3, 2019 the Planning Commission forwarded a recommendation of **approval** for **RZN 1903-0003** to the City Council for the proposed zoning map amendment request by Todd Goff on behalf of Barneck Preschool to rezone the subject property from R-1-8 (Residential) to C-2 (Commercial). **Location:** 49 West 300 North (TIN: 12-020-0007).

DESCRIPTION / BACKGROUND

This property is located on the south side of 300 North, to the west of Beto's Restaurant located at the corner of 300 North and Main Street. This property has been used as a commercial preschool and has been licensed that way since 2007. The home was previously used as a residence with a home preschool, but is now solely used as a commercial preschool. The owner Todd Goff would like have the commercial preschool located in a zone consistent with a commercial use rather than the R-1-8 Zone that it is currently located in.

The Clearfield City General Plan designates this area as Mixed Use (See Future Land Use Map). As stated on page 8 of the Land Use Element chapter of the General Plan, properties designated Mixed-Use are intended to support a broad range of residential, commercial, recreational, entertainment, office and civic uses. The Mixed-Use designation allows for commercial development or commercial and residential development, but not for residential development without a significant commercial component. Based upon review of this rezone request to rezone this property to C-2 (Commercial), and a survey of the surrounding land uses and zoning designations, staff finds that the rezone conforms to the goals and objectives of the Clearfield City General Plan.

GENERAL PLAN ANALYSIS

Review Consideration	Staff Analysis
The proposed amendment is in accordance with the General Plan and Map; or	Goal 1 of the Land Use Element states "Maintain consistency between the City's Land Use Ordinance and the General Plan." The General Plan designates this area as "Mixed-Use." This rezone would allow for the continual use of the property as a commercial preschool as well as the redevelopment of the property as a commercial use.
Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	The General Plan encourages zone changes to provide for the highest and best use of the community and property owners. Due to proximity to the Main Street commercial area, this rezone will allow for the continuation of the existing use or redevelopment of the site with a commercial use.

CORRESPONDING POLICY PRIORITY (IES)

Improving Clearfield's Image, Livability and Economy

Rezoning this property will meet this policy priority by aligning the zoning with the goals and objectives of the Clearfield City General Plan. Future development of this site under the commercial standards will add beautification of the 300 North corridor with landscaping and site design. By rezoning this property the resale and future development opportunities for this property increase while also continuing to support a long standing commercial preschool business.

PUBLIC COMMENT

Property notices were posted on March 22, 2019 and mailed notices were sent on March 22, 2019. As of the date of this report, Staff has not received comments regarding this request.

STAFF RECOMMENDATION/CONCLUSION

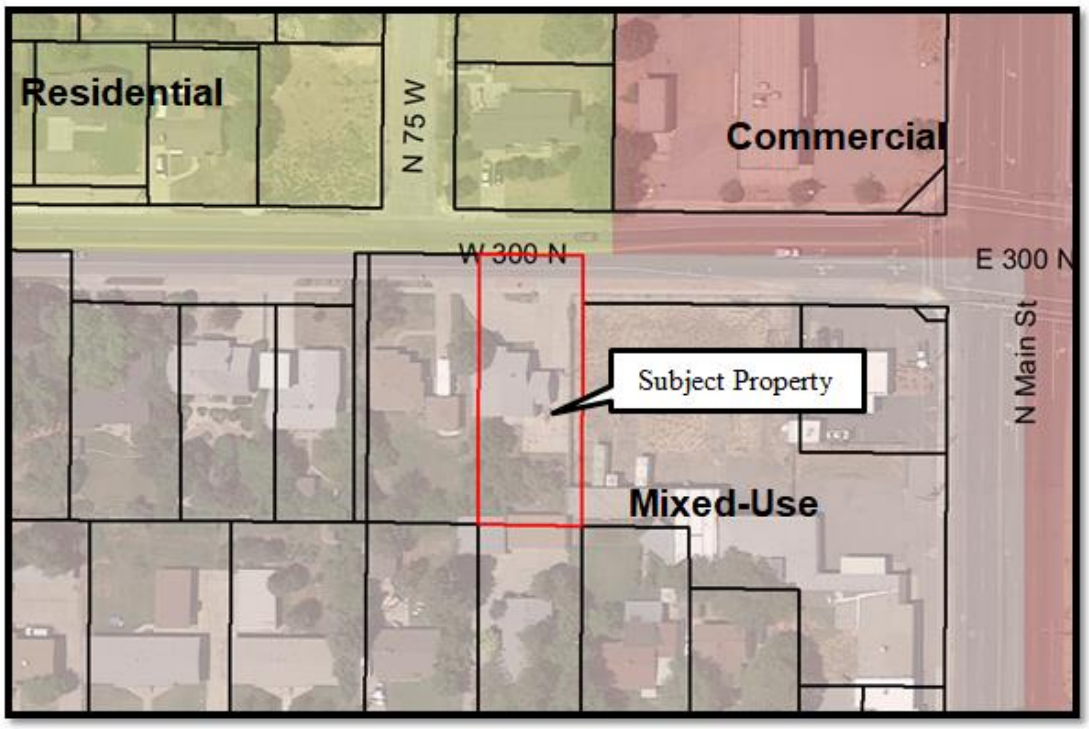
Staff recommended that the Planning Commission forward a recommendation of **APPROVAL** to the City Council for the proposed zone change based upon the following findings:

1. The proposed zone change is consistent with the land use guidelines, goals, and objectives of the Clearfield City General Plan.
2. The proposed zone change is supported by the Future Land Use Map designation of Mixed-Use in the General Plan.
3. The continuation of the commercial preschool or future development of the site with a commercial use is consistent with the adjacent land uses in the area.

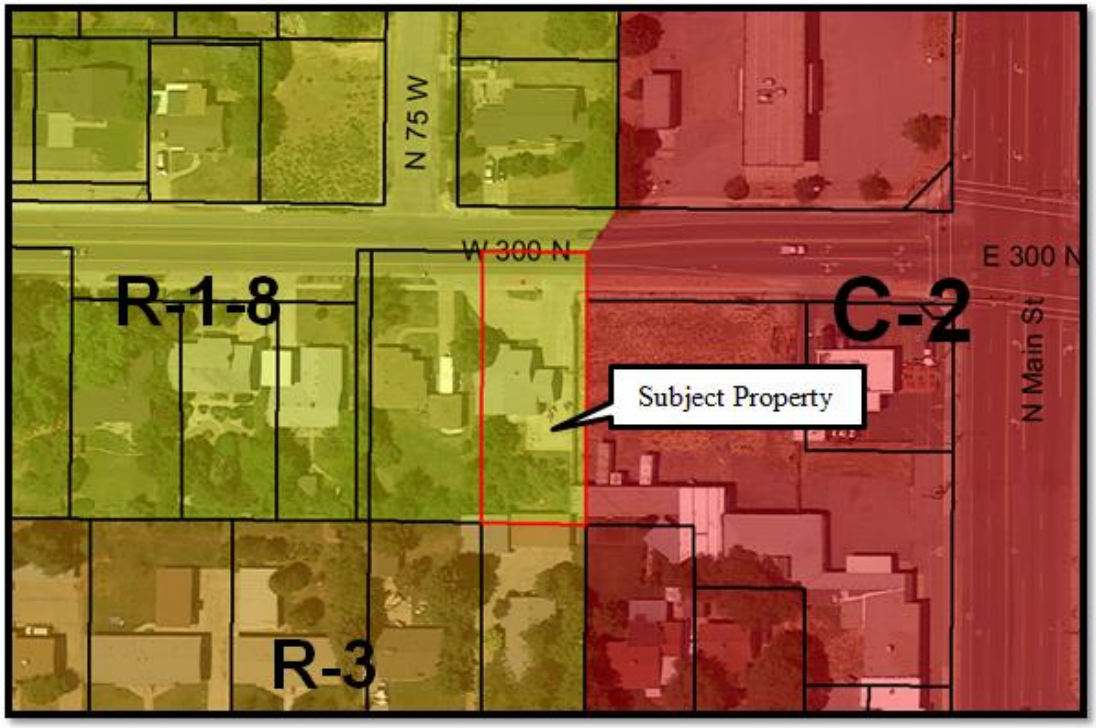
LIST OF ATTACHMENTS

- General Plan: Future Land Use Map
- Zoning Map

GENERAL PLAN: FUTURE LAND USE MAP



ZONING MAP



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Brad McIlrath, Senior Planner

MEETING DATE: Tuesday, April 16, 2019

SUBJECT: Discussion Item: **FSP 1901-0010,** an amended subdivision plat request by John Ryan to add six (6) additional townhome properties and an office/garage property to the Kensington Place Phase 2 Subdivision. **Location:** 852 & 880 South 550 East (TIN: 12-815-0001 & 12-815-0002). **Parcel Area:** 1.66 Acres. **Zone:** R-3 (Residential). **Planner:** Brad McIlrath **(Administrative Matter).**

PLANNING COMMISSION RECOMMENDATION

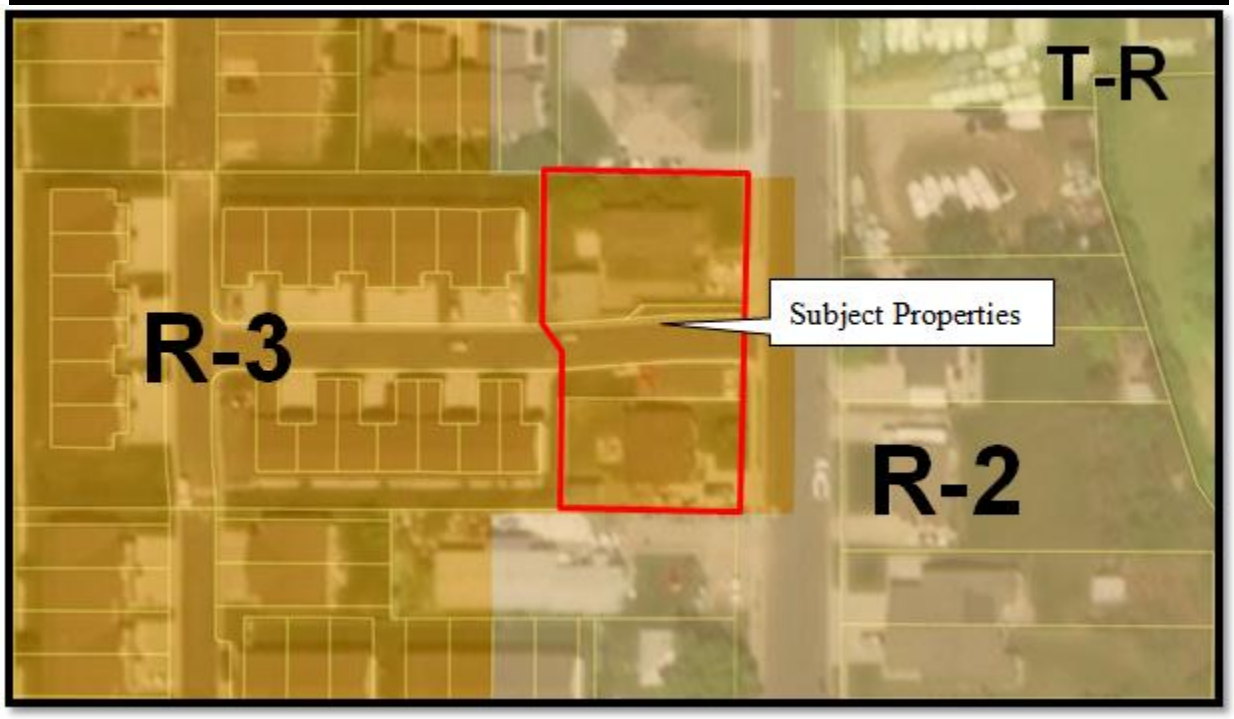
On April 3, 2019 the Planning Commission forwarded a recommendation of **approval** for **FSP 1901-0010** to the Clearfield City Council, an amended subdivision plat request by John Ryan to add six (6) additional townhome properties and an office/garage property to the Kensington Place Phase 2 Subdivision located at 852 & 880 South 550 East (TIN: 12-815-0001 & 12-815-0002).

DESCRIPTION / BACKGROUND

Project Information	
Project Name	Kensington Place Phase 2 Amended
Site Location	852 & 880 South 550 East
Tax ID Number	12-815-0001 & 12-815-0002
Applicant	John Ryan
Property Owner	John Ryan, Hamblin Investment Group LLC and Precise Investments LLC
Proposed Actions	Amendment to Final Plat
Current Zoning	R-3
General Plan-Land Use	Residential
Gross Site Area	1.66 Acres

Surrounding Properties and Uses:		Current Zoning District	General Plan Land Use Classification
North	Residential	R-2 (Residential)	Residential
East	Residential Single-Family	R-2 (Residential)	Residential
South	Residential Single-Family	R-2 (Residential)	Residential
West	Residential Multi-Family	R-3 (Residential)	Residential

Aerial Image & Zoning



This request is for an amended plat to create six (6) additional townhome lots as part of the Kensington Place Phase 2 Townhomes development. The amended plat takes advantage of the existing dedicated access of the subdivision and will include the demolition of two existing structures. The plat includes the construction of three (3) townhomes on the north with an adjacent garage/storage space for maintenance equipment with three (3) additional townhomes and the mail box location located to the south.

Zoning and Development Agreement

This development is located in the R-3 Zone and is subject to the development standards for multi-family dwellings in that zone. Kensington Place Phase 2 was approved with a development agreement that allowed for variations from standards of the R-3 Zone. The development agreement recorded in February 2015, outlines standards for parking, building locations, materials, etc. This proposed amendment to the subdivision requires modification of the original development agreement to include this new portion. That amended development agreement must be recorded with the final subdivision plat prior to the issuance of a building permit for this project.

Plat Amendment Review
The amended plat has been reviewed by the applicable staff and agencies. The North Davis Fire District has reviewed the amended plat and site plan and has provided comments regarding the site plan review. The City Engineer has reviewed the amended subdivision plat along with the site plan and provided a review letter dated March 21, 2019, which is included as an attachment to this report. No other comments have been provided by other City departments or reviewing agencies.

CORRESPONDING POLICY PRIORITY (IES)

Improving Clearfield's Image, Livability and Economy

Single family attached housing (townhomes) is something we have seen more of within the City. This housing option provides an alternative to the multi-family housing (apartments/condos) and single family housing. As a continuation of the existing neighborhood and development pattern, the expansion of the Kensington Place Phase 2 subdivision and site development aligns with this priority by providing additional housing and will improve the livability and community image in this area. The development will improve Clearfield's image by developing parcels adjacent to the townhome development and will provide uniformity with development in the area. With compliance to ordinance design standards, the high quality and location of this development will encourage additional investment and create additional housing options for residents.

PUBLIC COMMENT

Public notices were posted on March 22, 2019. The notice signs will remain in place until the public hearing with the City Council is completed. No public comment has been received to date regarding this project.

CONDITIONS OF APPROVAL

1) The plat and plans shall be revised to address Clearfield City Engineering requirements with revisions noted in a response letter to obtain final approval.
2) An amended development agreement for Kensington Place Phase 2 Amended shall be approved and executed between Clearfield City and the developer.
3) The amended plat and development agreement shall be recorded together prior to the issuance of a building permit.
4) The applicant is responsible for the replacement or repair of deteriorated, damaged or missing surface improvements surrounding the perimeter of the subdivision. This

includes, but is not limited to: curb and gutter; sidewalk; landscaping park strip improvements; driveways; etc.

5) An escrow agreement shall be established for improvements outlined in City Code § 12-4-6 and will be subject to approval by the City Engineer and City Attorney. The escrow account shall be established and executed prior to any permits being issued for the properties or the plat being recorded.

LIST OF ATTACHMENTS

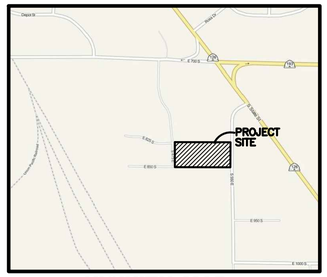
1. Kensington Place Phase 2 Amended Plat
2. Civil Plans
3. Existing Development Agreement
4. Engineering Review Letter dated 21 March 2019
5. North Davis Fire District Review Letter dated 6 February 2019

Reeve & Associates, Inc. - Solutions You Can Build On

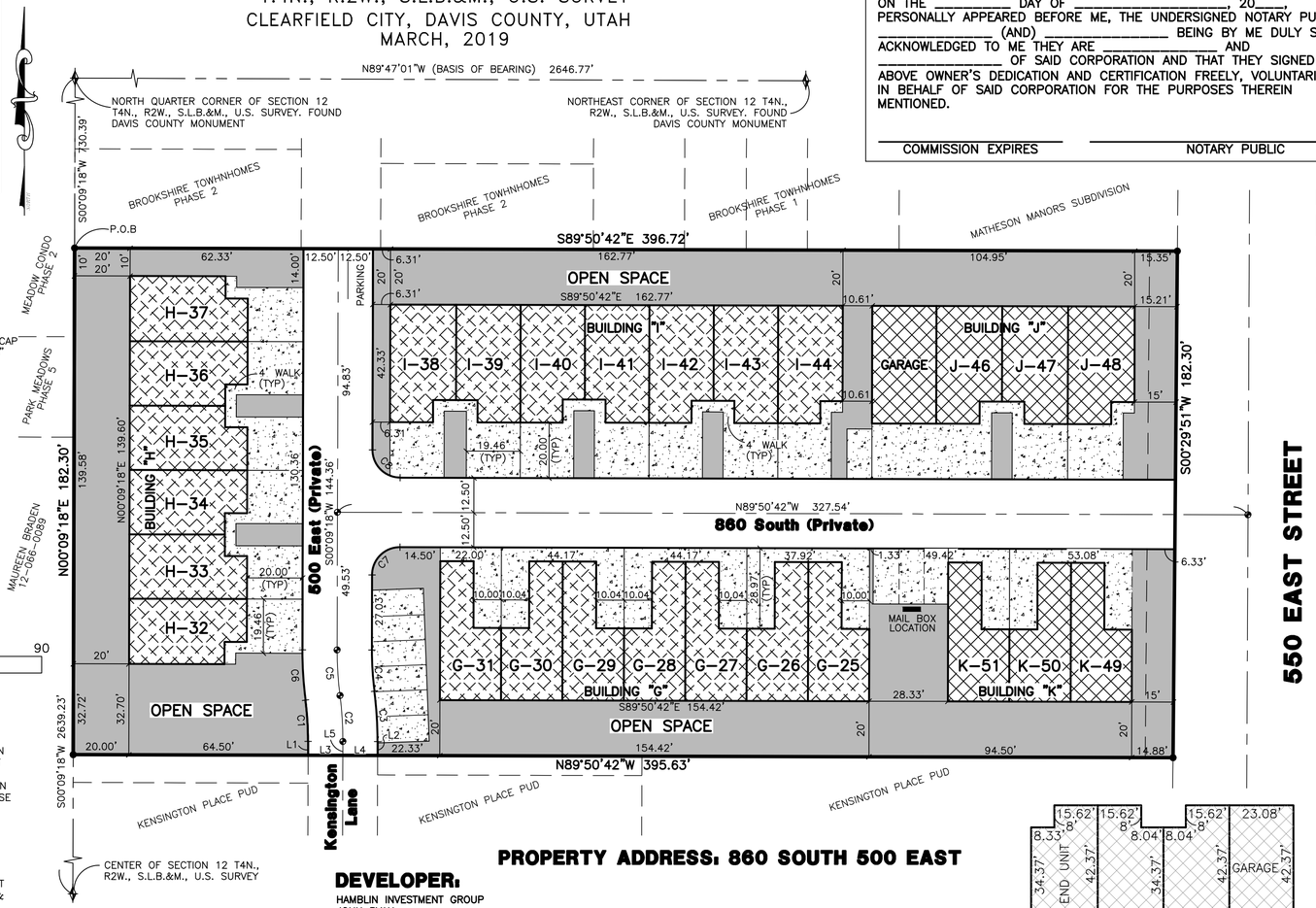
KENSINGTON PLACE PHASE 2 AMENDED SUBDIVISION

A TOWNHOUSE DEVELOPMENT

PART OF THE NORTHEAST QUARTER OF SECTION 12,
T.4N., R.2W., S.L.B.&M., U.S. SURVEY
CLEARFIELD CITY, DAVIS COUNTY, UTAH
MARCH, 2019



VICINITY MAP
SCALE: NONE



LEGEND

- = SECTION CORNER
- = SET STREET MONUMENT
- = SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- = BOUNDARY LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = EASEMENTS
- = SECTION TIE LINE
- P.U.E. = PUBLIC UTILITY EASEMENT
- = BUILDING PAD
- = OPEN SPACE/COMMON AREA
- = LIMITED COMMON AREA

30 0 30 60 90
Scale: 1" = 30'

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN THE FOUND DAVIS COUNTY MONUMENT AT THE NORTHEAST CORNER AND A FOUND DAVIS COUNTY MONUMENT AT THE NORTH QUARTER CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS:
N89°47'01"W

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DIVIDE THIS PROPERTY INTO LOTS AND PRIVATE ROADWAYS. ALL BOUNDARY CORNERS AND REAR LOT CORNERS WERE SET WITH A ⅝" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT LOT CORNERS WERE SET WITH A LEAD PLUG IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.

BOUNDARY DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY

BEGINNING AT A POINT, SAID POINT LIES 2646.77 FEET, N89°47'01"W AND 730.39 FEET S00°09'18"W FROM A FOUND DAVIS COUNTY MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 12 AND RUNNING; THENCE S89°50'42"E 396.72 FEET; THENCE S00°29'51"W 182.30 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF KENSINGTON PLACE PUD; THENCE N89°50'42"W ALONG SAID NORTHERLY BOUNDARY LINE 395.63 FEET; THENCE N00°09'18"E 182.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 72,222 SQUARE FEET OR 1.658 ACRES

DESIGN CRITERIA

TOTAL AREA .....1.66 ACRES
AREA OF BUILDINGS.....0.56 ACRES
OPEN SPACE/COMMON AREA.....0.53 ACRES (32.0%)
AREA OF HARDSCAPE.....0.57 ACRES (34.3%)
DENSITY 15.7 UNITS/ACRE

NOTE:
ALL ROADS, UTILITIES, SIDEWALKS AND OPEN SPACE AREAS ARE TO BE PRIVATELY OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.

PROPERTY ADDRESS: 860 SOUTH 500 EAST

DEVELOPER:

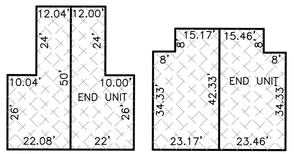
HAMBLIN INVESTMENT GROUP
JOHN RYAN
2544 W. 650 N.
LAYTON, UT 84041
(801) 509-0616

LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°11'21"W	5.01'
L2	S00°11'21"W	4.99'
L3	S89°50'42"E	12.50'
L4	S89°50'42"E	12.50'
L5	SOUTH	5.00'

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	112.50'	14.90'	14.89'	7.46'	N03°36'18"W	7°35'18"
C2	125.00'	16.56'	16.54'	8.29'	N03°36'18"W	7°35'18"
C3	137.50'	18.21'	18.20'	9.12'	N03°36'18"W	7°35'18"
C4	112.50'	14.83'	14.82'	7.43'	S03°37'19"E	7°33'15"
C5	125.00'	16.48'	16.47'	8.25'	S03°37'19"E	7°33'15"
C6	137.50'	18.13'	18.12'	9.08'	S03°37'19"E	7°33'15"
C7	10.00'	15.71'	14.14'	10.00'	N45°09'18"E	90°00'00"
C8	10.00'	15.71'	14.14'	10.00'	S44°50'42"E	90°00'00"



TYPICAL BUILDING DETAIL

NOT TO SCALE

ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

_____ _____
COMMISSION EXPIRES NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, ROBERT D. KUNZ, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF KENSINGTON PLACE PHASE 2 AMENDED SUBDIVISION, A TOWNHOUSE DEVELOPMENT IN CLEARFIELD CITY, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF CLEARFIELD CITY, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20____.

REGISTERED LAND SURVEYOR
150228-2201
ROBERT D. KUNZ
STATE OF UTAH

150228
UTAH LICENSE NUMBER ROBERT D. KUNZ

OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS UNITS AND PRIVATE ROADWAYS AS SHOWN ON THIS PLAT AND NAME SAID TRACT KENSINGTON PLACE PHASE 2 SUBDIVISION, A TOWNHOUSE DEVELOPMENT AND DO HEREBY:

1) DEDICATE, GRANT AND CONVEY A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THIS PLAT AS EITHER PUBLIC UTILITY EASEMENTS (P.U.E.'S) OR "OPEN SPACE", THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND FACILITIES, STORM DRAINAGE LINES AND FACILITIES AS AUTHORIZED BY LAW AND/OR BY CLEARFIELD CITY, WITH NO BUILDINGS OR STRUCTURES TO BE ERECTED ON OR WITHIN SUCH EASEMENTS;

2) DEDICATE, GRANT AND CONVEY TO THE HOMEOWNER'S ASSOCIATION FOR THE KENSINGTON PLACE PHASE 2 SUBDIVISION ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS PRIVATE ROADWAYS ON THIS PLAT, THE SAME TO BE USED AS PRIVATE ROADWAYS FOREVER AND TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION FOR THE KENSINGTON PLACE PHASE 2 SUBDIVISION; AND

3) DEDICATE, GRANT AND CONVEY TO THE HOMEOWNER'S ASSOCIATION FOR THE KENSINGTON PLACE PHASE 2 SUBDIVISION ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS "OPEN SPACE" ON THIS PLAT, THE SAME TO BE USED AS OPEN SPACE FOREVER AND TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION FOR THE KENSINGTON PLACE PHASE 2 SUBDIVISION.

HAMBLIN INVESTMENTS GROUP, LLC
JOHN K. RYAN

PRECISE INVESTMENTS, LLC
JOHN K. RYAN

JOHN K. RYAN

ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME _____ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.

_____ _____
COMMISSION EXPIRES NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

_____ _____
COMMISSION EXPIRES NOTARY PUBLIC

PROJECT INFORMATION

Surveyor: R. KUNZ	Project Name: KENSINGTON PLACE PHASE 2
Designer: E. ROCHE	Number: 6388-01
Begin Date: 07-29-14	Scale: 1"=30'
	Revision: 02/12/19 cc
	Checked:

DAVIS COUNTY RECORDER

ENTRY NO._____ FEE PAID _____ FILED FOR RECORD AND RECORDED, _____ AT _____ IN BOOK _____ OF THE OFFICIAL RECORDS, PAGE _____
RECORDED FOR:

_____
DAVIS COUNTY RECORDER
_____ DEPUTY.

CLEARFIELD CITY PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, 20____
BY THE CLEARFIELD CITY PLANNING COMMISSION.

_____
CHAIRMAN, CLEARFIELD CITY PLANNING COMMISSION

CLEARFIELD CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

_____ _____
CLEARFIELD CITY ENGINEER DATE

CLEARFIELD CITY COUNCIL

PRESENTED TO THE CLEARFIELD CITY COUNCIL THIS THE _____ DAY OF _____, 20____, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

_____ ATTEST: _____
CLEARFIELD CITY MAYOR CITY RECORDER

CLEARFIELD CITY ATTORNEY

APPROVED AS TO FORM BY THE CLEARFIELD CITY ATTORNEY THIS THE _____ DAY OF _____, 20____.

_____
CLEARFIELD CITY ATTORNEY

Reeve & Associates, Inc.
4155 S. HARRISON BLVD., SUITE 310, OGDEN, UTAH 84403
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS * CIVIL ENGINEERS * LAND SURVEYORS
TRAFFIC ENGINEERS * STRUCTURAL ENGINEERS * LANDSCAPE ARCHITECTS

Reeve & Associates, Inc. - Solutions You Can Build On

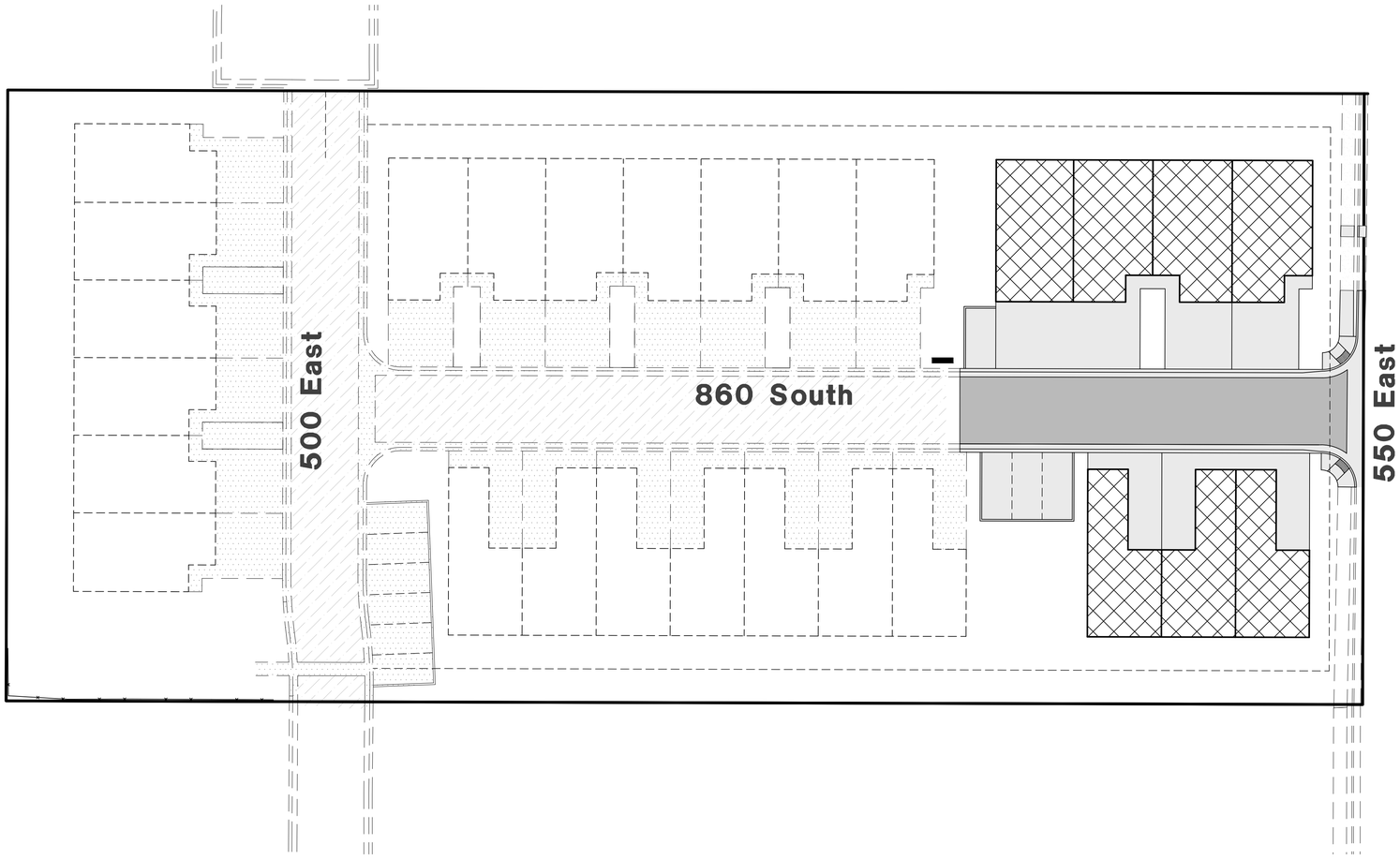
Reeve & Associates, Inc. - Solutions You Can Build On

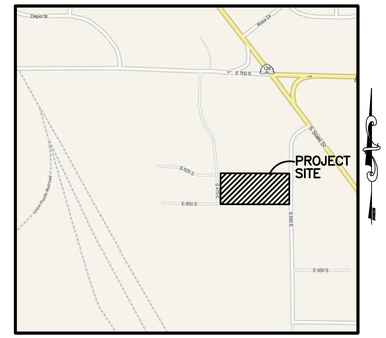
Project Narrative/Notes/Revisions

1. 03/04/19 NF – COMPLETED DESIGN FOR CLIENT & CITY REVIEW.

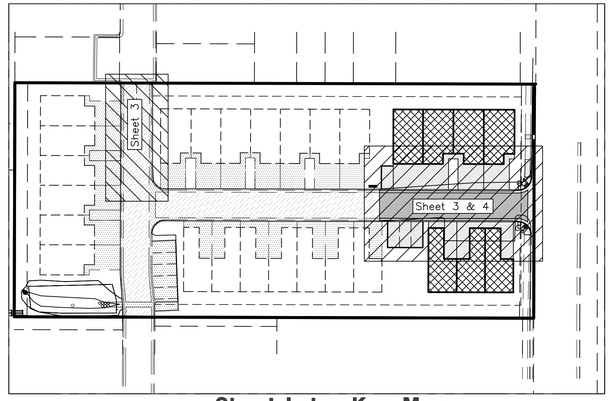
KENSINGTON PLACE
Phase 2 (Expansion)
Improvement Plans

CLEARFIELD CITY, DAVIS COUNTY, UTAH
MARCH, 2019





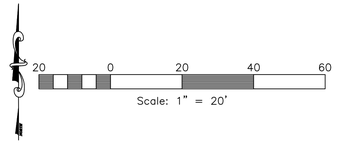
Vicinity Map
NOT TO SCALE



Sheet Index Key Map
NOT TO SCALE

Sheet Index

Sheet 1 - Cover/Index Sheet
Sheet 2 - Notes/Legend/Street Cross-Section
Sheet 3 - Demolition Plan & 550 East Parking Plan
Sheet 4 - 860 South Station 12+00.00-14+00.00 Utility Plan



811 Know what's below. Call before you dig.

Engineer's Notice To Contractors

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY OTHERS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN, AND ANY OTHER LINES OBTAINED BY THE CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

Developer Contact:
John Ryan
Hamblin Investment Group
1027 West 350 South
Layton City, Utah, 84041
PH: (801) 509-0616

Project Contact:
Project Manager: Thomas Hunt
Project Engineer: Thomas Hunt

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REVISIONS
DESCRIPTION
DATE

Kensington Place
Phase 2 (Expansion)
CLEARFIELD CITY, DAVIS COUNTY, UTAH

Cover/Index Sheet

PROFESSIONAL ENGINEER
THOMAS J. HUNT
03/07/2019
STATE OF UTAH

Project Info.
Engineer: THOMAS J. HUNT
Drafter: N. FICKLIN
Begin Date: MARCH, 2019
Name: KENSINGTON PLACE PHASE 2
Number: 6388-01

Sheet 1 of 4 Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

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General Notes:

1. ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: GOVERNING UTILITY MUNICIPALITY, GOVERNING CITY OR COUNTY (IF UN-INCORPORATETED), INDIVIDUAL PRODUCT MANUFACTURERS, AMERICAN PUBLIC WORKS ASSOCIATION (APWA), AND THE DESIGN ENGINEER. THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
2. CONTRACTOR TO STRICTLY FOLLOW GEOTECHNICAL RECOMMENDATIONS FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATLON/BACKFILL, SITE GRUBBING, RETAINING WALLS AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH THE PROJECT GEOTECHNICAL ENGINEER.
3. TRAFFIC CONTROL, STRIPING &' SIGNAGE TO CONFORM TO CURRENT GOVERNING AGENCIES TRANSPORTATION ENGINEER'S MANUAL AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
4. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
5. CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
6. AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
7. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
8. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
9. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
10. ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD, INCLUDING OBTAINING REQUIRED INSPECTIONS.
11. ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES.
12. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND.
13. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH BY THE GEOTECHNICAL ENGINEER.
14. CATCH SLOPES SHALL BE GRADED AS SPECIFIED ON GRADING PLANS.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FLAGGING, CAUTION SIGNS, LIGHTS, BARRICADES, FLAGMEN, AND ALL OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
16. CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED AND SHALL BE BONDABLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PLANS AND SPECIFICATIONS.
17. CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY HIMSELF BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS HE MAY PREFER OF THE LOCATIONS OF THE PROPOSED WORK AND OF THE ACTUAL CONDITIONS OF AND AT THE SITE OF WORK. IF, DURING THE COURSE OF HIS EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO HIM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, HE SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING HIS BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, HE HAS RELIED AND IS RELYING ON HIS OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON HIS OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO, THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT HE HAS NOT RELIED SOLELY UPON OWNER- OR ENGINEER-FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING HIS BID.
18. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
19. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER, ENGINEER, AND/OR GOVERNING AGENCIES.
20. CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE.
21. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
23. IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
24. WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
25. CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
26. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE HIGHEST QUALITY ARE TO BE USED.
27. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR. PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THE TRUE INTENT AND PURPOSE OF THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS IN THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.
28. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPING AND/OR PAVEMENT MARKINGS NECESSARY TO TIE EXISTING STRIPING INTO FUTURE STRIPING. METHOD OF REMOVAL SHALL BE BY GRINDING OR SANDBLASTING.
29. CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 4 FEET OR MORE. FOR EXCAVATIONS 4 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH LOCAL, STATE AND NATIONAL SAFETY CODES, ORDINANCES. OR REQUIREMENTS FOR EXCAVATION AND TRENCHES.
30. ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE

Utility Notes:

1. CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE SERVICE, GAS SERVICE, CABLE, POWER, INTERNET.
2. EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS USING A COMBINATION OF ON-SITE SURVEYS (BY OTHERS). PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE IN THE FIELD, THEIR MAIN AND SERVICE LINES 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.
3. CONTRACTOR SHALL POT HOLE ALL UTILITIES TO DETERMINE IF CONFLICTS EXIST PRIOR TO BEGINNING ANY EXCAVATION. NOTIFY ENGINEER OF ANY CONFLICTS. CONTRACTOR SHALL VERIFY LOCATION AND INVERTS OF EXISTING UTILITIES TO WHICH NEW UTILITIES WILL BE CONNECTED. PRIOR TO COMMENCING ANY EXCAVATION WORK THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN ACCORDANCE WITH THE REQUIRED PROCEDURES.
4. CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT HIS EXPENSE.
5. ALL VALVES AND MANHOLE COVERS SHALL BE RAISED OR LOWERED TO MEET FINISHED GRADE.
6. CONTRACTOR SHALL CUT PIPES OFF FLUSH WITH THE INSIDE WALL OF THE BOX OR MANHOLE.
7. CONTRACTOR SHALL GROUT AT CONNECTION OF PIPE TO BOX WITH NON-SHRINKING GROUT, INCLUDING PIPE VOIDS LEFT BY CUTTING PROCESS, TO A SMOOTH FINISH.
8. CONTRACTOR SHALL GROUT WITH NON-SHRINK GROUT BETWEEN GRADE RINGS AND BETWEEN BOTTOM OF INLET LID FRAME AND TOP OF CONCRETE BOX
9. SILT AND DEBRIS IS TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
10. CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
11. EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DE-WATERED CONDITIONS.
12. CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
13. MAINTAIN A MINIMUM 18" VERTICAL SEPARATION DISTANCE BETWEEN ALL UTILITY CROSSINGS.
14. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
15. ALL BOLTED FITTINGS MUST BE GREASED AND WRAPPED.
16. UNLESS SPECIFICALLY NOTED OTHERWISE, MAINTAIN AT LEAST 2 FEET OF COVER OVER ALL STORM DRAIN LINES AT ALL TIMES (INCLUDING DURING CONSTRUCTION).
17. ALL WATER LINES SHALL BE INSTALLED A MINIMUM OF 60" BELOW FINISHED GRADE.
18. ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, PIPE EDGE TO PIPE EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, THE SEWER LINE AND WATER LINE SHALL BE LAID IN SEPARATE TRENCHES AND THE BOTTOM OF THE WATER LINE SHALL BE AT LEAST 18" ABOVE THE TOP OF THE SEWER LINE.
19. CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
20. ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.
21. CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

Erosion Control General Notes:

THE CONTRACTOR TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO GOVERNING AGENCIES ORDINANCES AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE COUNTIES. ALSO, INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.

CONTRACTOR SHALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY HYDRANT FOR USE AND TO INSTALL TEMPORARY METER. CONSTRUCTION WATER COST TO BE INCLUDED IN BID.

WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT OPEN FOR 14 DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS.

THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.

ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION PLAN AND FILE A "NOTICE OF INTENT" WITH THE GOVERNING AGENCIES.

Maintenance:

ALL BEST MANAGEMENT PRACTICES (BMP'S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE-OUT.

THE CONTRACTOR'S RESPONSIBILITY SHALL INCLUDE MAKING BI-WEEKLY CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIR OR SEDIMENT REMOVAL IS NECESSARY. CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF BARRIER.

SEDIMENT TRACKED ONTO PAVED ROADS MUST BE CLEANED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE NORMAL WORK DAY. THE CLEAN UP WILL INCLUDE SWEEPING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTAINED AREA.

EXPOSED SLOPES:

ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS:
- A) SPRAYING DISTURBED AREAS WITH A TACKIFIER VIA HYDROSEED
- B) TRACKING STRAW PERPENDICULAR TO SLOPES
- C) INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET

Notice to Contractor:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS ARE BASED UPON RECORDS OF THE VARIOUS UTILITY COMPANIES AND/OR MUNICIPALITIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

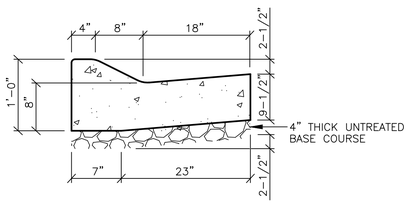
THE CONTRACTOR AGREES THAT THEY SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE ENGINEERS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

Survey Control Note:

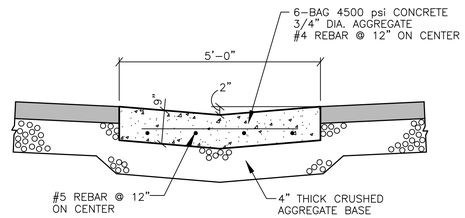
THE CONTRACTOR OR SURVEYOR SHALL BE RESPONSIBLE FOR FOLLOWING THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS) MODEL STANDARDS FOR ANY SURVEYING OR CONSTRUCTION LAYOUT TO BE COMPLETED USING REEVE & ASSOCIATES, INC. SURVEY DATA OR CONSTRUCTION IMPROVEMENT PLANS. PRIOR TO PROCEEDING WITH CONSTRUCTION STAKING, THE SURVEYOR SHALL BE RESPONSIBLE FOR VERIFYING HORIZONTAL CONTROL FROM THE SURVEY MONUMENTS AND FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON AN ALTA SURVEY, IMPROVEMENT PLAN, OR ANY ELECTRONIC DATA PROVIDED. THE SURVEYOR SHALL ALSO USE THE BENCHMARKS AS SHOWN ON THE PLAN, AND VERIFY THEM AGAINST NO LESS THAN FIVE (5) EXISTING HARD IMPROVEMENT ELEVATIONS INCLUDED ON THESE PLANS OR ON ELECTRONIC DATA PROVIDED. IF ANY DISCREPANCIES ARE ENCOUNTERED, THE SURVEYOR SHALL IMMEDIATELY NOTIFY REEVE & ASSOCIATES, INC. AND RESOLVE THE DISCREPANCIES BEFORE PROCEEDING WITH ANY CONSTRUCTION STAKING.

Legend

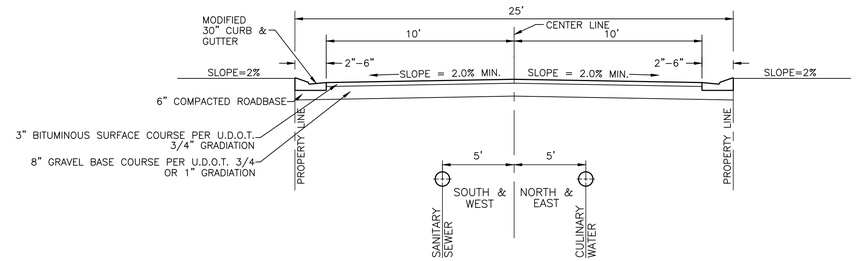
———W———	= PROPOSED CULINARY WATER LINE	FC	= FENCE CORNER
— —EX.W— — —	= EXISTING CULINARY WATER LINE	FF	= FINISH FLOOR
———SS———	= PROPOSED SANITARY SEWER LINE	FFE	= FINISH FLOOR ELEVATION
— —EX.SS— —	= EXISTING SANITARY SEWER LINE	FG	= FINISHED GRADE
———SD———	= PROPOSED STORM DRAIN LINE	FH	= FIRE HYDRANT
— —EX.SD— —	= EXISTING STORM DRAIN LINE	FL	= FLOW LINE
———X———X	= FENCE LINE	GB	= GRADE BREAK
	= PROPOSED FIRE HYDRANT	INV	= INVERT
	= EXISTING FIRE HYDRANT	L.F.	= LINEAR FEET
	= PROPOSED MANHOLE	NG	= NATURAL GRADE
	= EXISTING MANHOLE	PP	= POWER/UTILITY POLE
	= PROPOSED SEWER CLEAN-OUT	P.U.E.	= PUBLIC UTILITY EASEMENT
	= PROPOSED GATE VALVE	RCP	= REINFORCED CONCRETE PIPE
	= EXISTING GATE VALVE	RIM	= RIM OF MANHOLE
	= PROPOSED WATER METER	R.O.W.	= RIGHT-OF-WAY
	= EXISTING WATER METER	SD	= STORM DRAIN
	= PROPOSED CATCH BASIN	SS	= SANITARY SEWER
	= EXISTING CATCH BASIN	TBC	= TOP BACK OF CURB
	= PLUG W/ 2" BLOW-OFF	TOA	= TOP OF ASPHALT
	= PLUG & BLOCK	TOC	= TOP OF CONCRETE
	= STREET LIGHT	TOFF	= TOP OF FINISHED FLOOR
	= SIGN	TOI	= TOP OF PUMP ISLAND
BLDG	= BUILDING	TSW	= TOP OF SIDEWALK
C&G	= CURB & GUTTER	W	= CULINARY WATER
CB	= CATCH BASIN	WM	= WATER METER
C.F.	= CUBIC FEET		= EXISTING ASPHALT PAVEMENT
C.F.S.	= CUBIC FEET PER SECOND		= EXISTING CONCRETE
			= PROPOSED ASPHALT PAVEMENT
			= PROPOSED CONCRETE



Mountable Curb & Gutter
SCALE: NONE



5' Concrete Waterway
SCALE: NONE



Typical Private Road Section
SCALE: NONE

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
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REVISIONS

DATE	DESCRIPTION

Kensington Place
Phase 2 (Expansion)
CLEARFIELD CITY, DAVIS COUNTY, UTAH

Notes/Legend/
Street Cross-Section

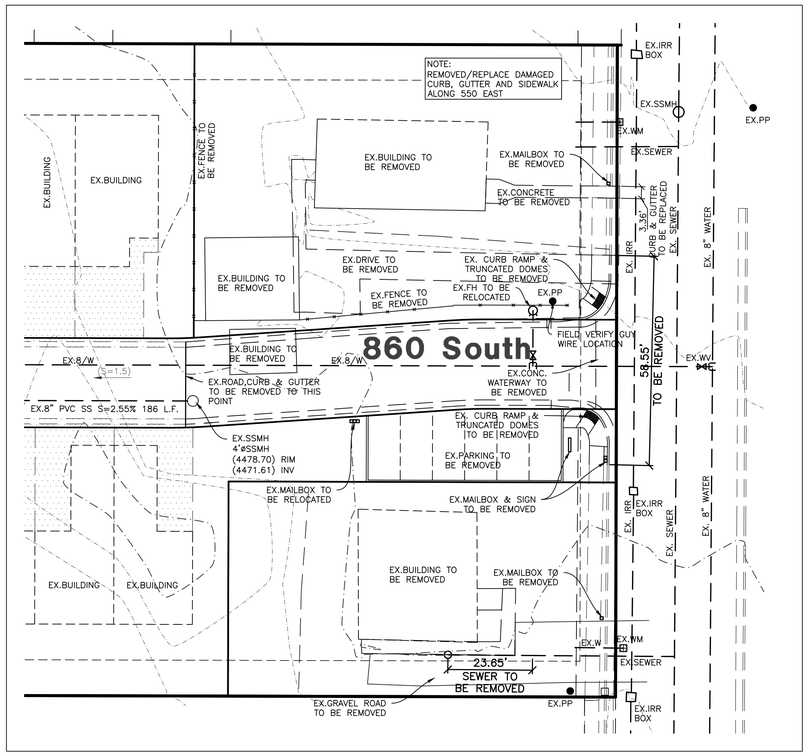
PROFESSIONAL ENGINEER — 176538 — THOMAS J. HUNT — 03/07/2019 — STATE OF UTAH

Project Info.
Engineer: THOMAS J. HUNT
Drafter: N. FICKLIN
Begin Date: MARCH, 2019
Name: KENSINGTON PLACE PHASE 2
Number: 6388-01

Sheet 2 of 4 Sheets

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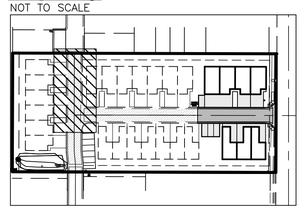
Existing/Demolition

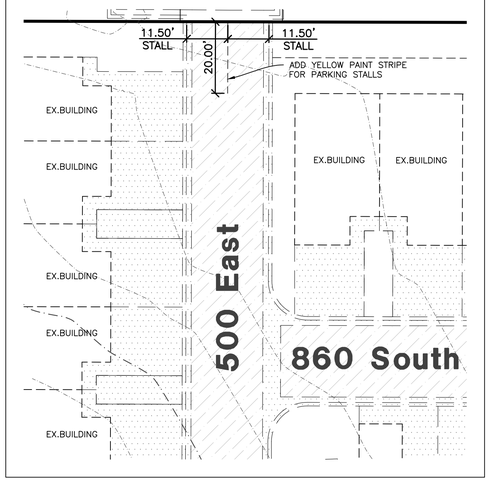
20 0 20 40 60

Scale: 1" = 20'

Key Map

NOT TO SCALE





550 East Parking Plan

20 0 20 40 60

Scale: 1" = 20'

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REVISIONS	
DATE	DESCRIPTION

Kensington Place Phase 2 (Expansion)

CLEARFIELD CITY, DAVIS COUNTY, UTAH

Existing/Demolition Plan Parking Plan

PROFESSIONAL ENGINEER
166488
THOMAS J. HUNT
03/07/2019
STATE OF UTAH

Project Info.

Engineer: THOMAS J. HUNT

Drafter: N. FICKLIN

Begin Date: MARCH, 2019

Name: KENSINGTON PLACE PHASE 2

Number: 6388-01

Sheet 3 of 4 Sheets

811 Know what's below. Call before you dig.

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Construction Notes:

1. ALL CONSTRUCTION IS TO CONFORM TO THE STANDARD DRAWINGS AND SPECIFICATIONS OF CLEARFIELD CITY.
2. CONSTRUCTION HANDICAP RAMP PER ADA AND CITY REQUIREMENTS.
3. WATER METER BOXES MUST BE H-20 LOAD RATED

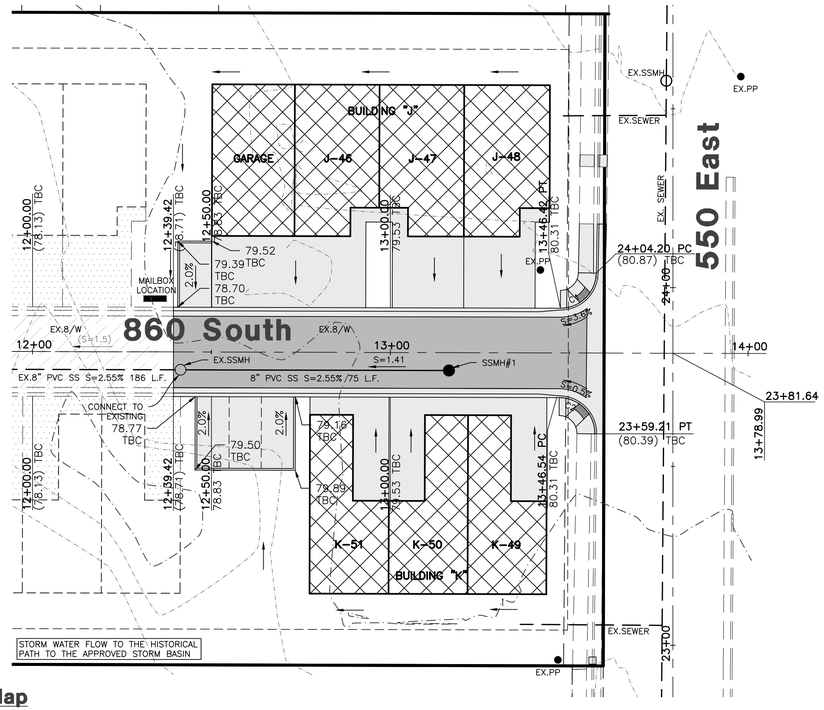
CULINARY WATER

W – 3/4" TYPE K SOFT COPPER TUBING WATER LATERAL

SANITARY SEWER

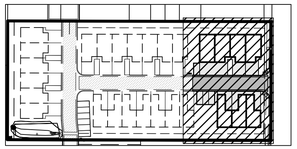
SS/8 – 8" PVC ASTM D3034 SDR-35 SEWER LINE

SS – 4" PVC SEWER LATERAL



Key Map

NOT TO SCALE



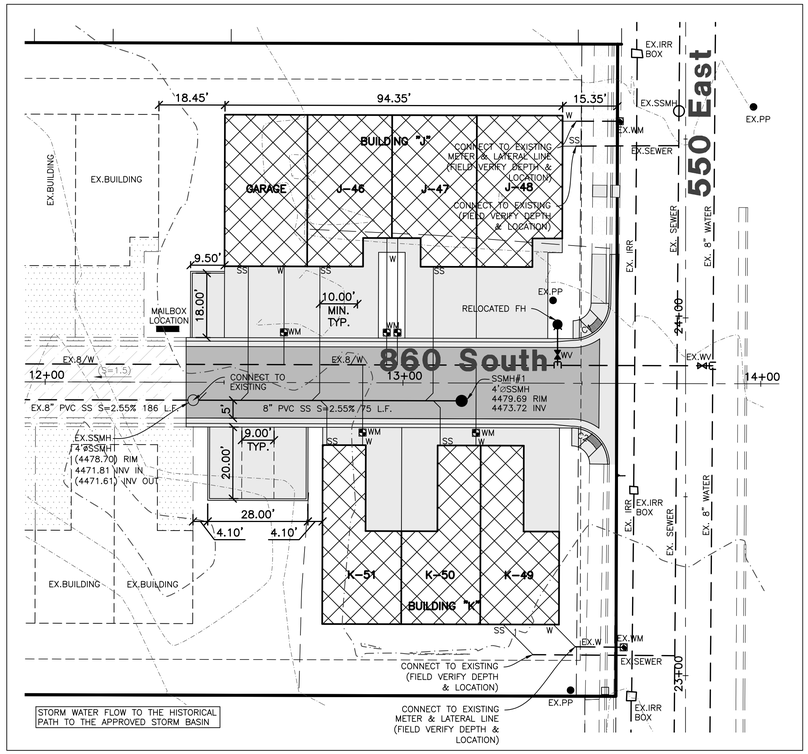
860 South Street
Station 12+00.00-14+00.00

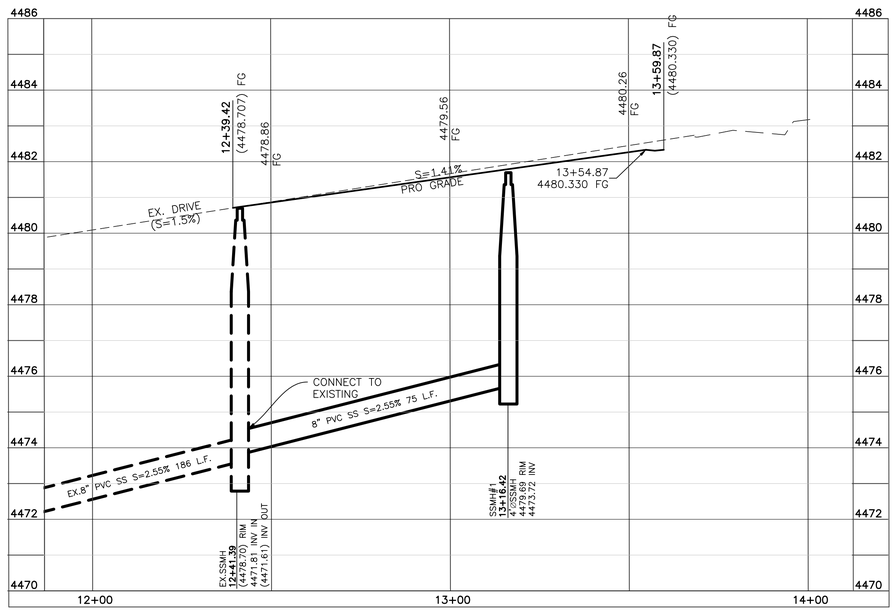
20 0 20 40 60

Horizontal Scale: 1" = 20'
Vertical Scale: 1" = 2'

TBC Curve Data

#	Delta	Radius	Length	Tangent	Chord	CH Length
C1	89°09'40"	10.00'	15.56'	9.85'	N45°34'28"E	14.04'
C2	90°29'20"	10.00'	15.79'	10.09'	N44°36'02"W	14.20'





Utility Plan

20 0 20 40 60

Scale: 1" = 20'

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REVISIONS

DATE	DESCRIPTION

Kensington Place Phase 2 (Expansion)

CLEARFIELD CITY, DAVIS COUNTY, UTAH

860 South (12+00.00-14+00.00) Utility Plan

PROFESSIONAL ENGINEER
7065388
THOMAS J. HUNT
03/07/2019
STATE OF UTAH

Project Info.

Engineer: THOMAS J. HUNT
Drafter: N. FICKLIN
Begin Date: MARCH, 2019
Name: KENSINGTON PLACE PHASE 2
Number: 6388-01

Sheet 4 of 4 Sheets

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DEVELOPMENT AGREEMENT

for

KENSINGTON PLACE SUBDIVISION, PHASE II

between

CLEARFIELD CITY CORPORATION

and

HAMBLIN INVESTMENT GROUP, LLC

E 2847134 B 6199 P 185-191
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/06/2015 10:52 AM
FEE $0.00 Pgs: 7
DEP RT REC'D FOR CLEARFIELD CITY

THIS AGREEMENT is entered into this 23RD day of SEPTEMBER 2014, by and between Clearfield City Corporation (the "City"), a Utah Municipal Corporation, and Hamblin Investment Group, LLC, a Utah Limited Liability Company, John K. Ryan, Manager ("Developer").

D

12-815-0001 #0002
0025 → 0049

RECITALS

A. Developer intends to develop certain property situated in Clearfield City, Davis County, Utah, located at approximately 860 South 550 East, more particularly described in Exhibit A 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 Kensington Place Phase II Subdivision Plat and Improvement Drawings 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 attached hereto as Exhibit B (the "Plat").

D. On September 23, 2014, 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:

1. 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. However, all utilities located within the subdivision will be installed by the Developer and then will be perpetually maintained by either the Developer or the homeowners association for the subdivision. Notwithstanding any other provision contained herein, all utilities (water, storm water, sanitary sewer, etc.), roadways and sidewalks will be privately owned and maintained; no utilities, roads or sidewalks will be publicly owned or maintained by the City.

No building permits shall be issued for construction of the town homes in the subdivision until the City has approved the final Subdivision Plat and the final Site Plan.

B. All housing units within the development of the Property shall be single-family dwellings (town homes) and shall have a one-car garage and one additional parking space. This is a deviation from City Code 11-9E-13D which requires each dwelling to have a two car garage.

C. Residential units shall have at least 1,200 square feet of finished floor area above grade. No slab on grade construction without footings is allowed. This is a deviation from City Code 11-9E-13B which requires dwelling styles other than ramblers to have a finished floor area of at least 1,500 square feet.

D. Each main building on the Property shall have the setbacks, front yards, back yards and side yards as shown on the approved Final Site Plan. There are deviations from City Code 11-9E-5 regarding front, side, and rear yard setbacks in various locations throughout the development.

E. Each unit shall have vinyl siding on units where siding is used, and front elevations shall have at least fifty percent (50%) brick or forty percent (40%) rock. All side and rear exterior finishes may be brick, stucco, rock, vinyl siding, or combinations thereof.

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 elevations shall be kept on file in the records of Clearfield City. 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) and 1(E) of this Agreement and further provided that such modifications of the plans and elevations shall be presented to and approved by the Planning Commission and the City Council.

G. Developer agrees to provide at least twenty-five percent (25.0%) of the newly developed 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 as well as all surface improvements on private property including streets and rights of way throughout the Property. 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. The Developer shall record this Agreement 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. The Developer shall install vinyl fencing around the property.

J. 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.

2. **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

3. **General Terms and Conditions.**

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

B. Exhibits Incorporated. Each exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

C. Attorneys' Fees. In the event of any action or suit by a party against the other party for any reason of any breach of any of the covenants, conditions, agreements, provisions on the part of the other 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 Clearfield City have executed this Agreement effective as of the date first above written.

CLEARFIELD CITY CORPORATION,
A Utah Municipal Corporation

By: _____
Mark R. Shepherd, Mayor

Clearfield City Corporation
OFFICIAL SEAL

Hamblin Investment Group, LLC
A Utah Limited Liability Company

_____
John K. Ryan, Manager

ATTEST:

By: Nancy R. Dean
Nancy R. Dean, City Recorder

STATE OF UTAH)
§
COUNTY OF DAVIS)

On 20th of January, ~~2014~~ 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.

STATE OF UTAH
NOTARY PUBLIC
KIMBERLY S. READ
Commission #656106
My Commission Expires
June 21, 2018

Kimberly S Read
NOTARY PUBLIC
Residing: Davis County

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
§
COUNTY OF DAVIS)

On the 20th day of January, 2015 personally appeared before me, Mr. John K. Ryan as signer of the foregoing document, who duly acknowledged to me that he has corporate authority on behalf of Hamblin Investment Group, LLC to execute the same, and did so on behalf of the Limited Liability Company.

NOTARY PUBLIC
JESSICA L HARDY
Commission #676929
My Commission Expires
April 23, 2018
STATE OF UTAH

Jessica L. Hardy
NOTARY PUBLIC

Residing: Davis County, Utah

Reeve & Associates, Inc.

LEGAL DESCRIPTION
KENSINGTON PLACE

PART OF THE NORTHEAST QUARTER OF SECTION 12. TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY

BEGINNING AT A POINT, SAID POINT LIES 2646.77 FEET, N89°47'01"W AND 730.39 FEET S00°09'18"W FROM A FOUND DAVIS COUNTY MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 12 AND RUNNING; THENCE S89°50'42"E 396.72 FEET; THENCE S00°29'51"W 182.30 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF KENSINGTON PLACE PUD; THENCE N89°50'42"W ALONG SAID NORTHERLY BOUNDARY LINE 395.63 FEET; THENCE N00°09'18"E 182.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 72,222 SQUARE FEET OR 1.658 ACRES

CIVIL ENGINEERING CONSULTANTS, PLLC.

5141 South 1500 West
Riverdale City, Utah 84405
801-866-0550

21 March 2019

Clearfield City
55 South State Street
Clearfield City, Utah 84015

Attn: Brad McIlrath, Senior Planner
Proj: Kensington Place Phase 2 Amended Subdivision
Subj: Review #1

Dear Brad,

Attached is our review of the above referenced Kensington Place Phase 2 Amended Subdivision Subdivision for your consideration:

General Notes:

Please request the Developer or his Engineer, submit a response letter with their re-submittal of drawings answering all Engineering review comments contained herein.

Plat

1. The plat "Narrative" needs to be re-written and specifically address what is taking place as follows:

   - Additional 6-each buildings.
   - Relocating of 6-each parking stalls.
   - Addition of a maintenance garage. The garage should be a accessory building to the development and should not be a business office un-related to the subdivision.
   - Modification (enlarging) the existing detention basin.
   - Extending utilities.
   - Expanding the subdivision boundary.

2. The location of the existing detention basin will need to be shown.

3. All existing property owners should sign the "Amended Plat". A separate signature page with acknowledgements should be considered.

4. The approval signature block needs to be modified at the bottom of the document for the "City Engineer" to sign the final mylar plat document. The language for the "Clearfield City Engineer" approval/compliance signature block shall be written to match the following:

   I hereby certify that the "Office of the City Engineer" has examined the foregoing Plat and in our opinion the information conveyed herewith, complies with the Public Works Standards and Specifications of Clearfield City.

5. A "Special Note" must be placed on the plat stating that the detention basin and associated storm water facilities must be maintained and cannot be removed.

Improvement Drawings

1. The following "Note" will need to be added to the Improvement Drawings:

   - All deteriorated, damaged or missing surface improvements surrounding the perimeter of the development will need to be replaced or installed, i.e., curb and gutter, sidewalk, landscaping park strip improvements, street lights, fencing, etc.

Storm Water Issues:

2. The existing storm water detention basin and facilities must be shown on the drawings and all discharge pipelines shown extending to the location of the connection with the Clearfield City storm water system.

3. The initial storm water calculations will need to be submitted for review and then the modification to the calculations for the new area will need to be submitted for review.

4. For the additional property added to the townhouse development the following storm water requirements apply:

   - The Storm Water calculations for a 100-year event, 24-hour storm will be required.

   - The existing "Orifice Structure Box" will need to provide that a maintenance worker does not have to reach underwater to resolve any blockage to the orifice. The orifice structure box will need to be large enough for a maintenance person to safely enter and work.

   - A weekly, monthly & yearly storm water facilities maintenance schedule is required to be submitted.

   - A note needs to be placed on the "Drainage Plans and Grading Plans" that upon completion of the detention basin the design engineer must survey and verify to the

Clearfield City Public Works Director that the additional volume required for detention has been accomplished.

- An overall storm water map for the entire "Townhouse Development" will need to be submitted for review (this data should be included on the "Grading and Drainage" plan).

5. All improvement details which are required to be constructed must be shown in the improvement drawings.

6. The roadway area between Sta.12+39.42 and the waterway on 550 East Street will be required to be removed completely with 8" of new roadbase and 3" of new bituminous asphalt pavement installed.

Sincerely,
CEC, Civil Engineering Consultants, PLLC.



N. Scott Nelson, P.E., S.E.
City Engineer

Cc. Scott Hodge, Public Works Director
Mark Baird, Deputy Public Works Director
Kamilla Schultz, P.E., Staff Engineer

From the Desk of
Deputy Chief John Taylor
NORTH DAVIS FIRE DISTRICT
381 NORTH 3150 WEST
OFFICE: (801) 525-2850
FAX: (801) 525-6935
EMAIL: JTAYLOR@NOFIRES.ORG

TO: Brad McIlrath / Clearfield City Planner; John Ryan / Developer

FROM: John Taylor / Fire Marshal

RE: Kensington Place- Phase II

DATE: February 6, 2019

I have reviewed the site plan submitted for the above referenced project. The Fire Prevention Division of this Fire District has the following comments/concerns.

1. The minimum fire flow requirement is 1500 gallons per minute for 60 consecutive minutes for residential one and two family dwellings. Fire flow requirements may be increased for residential one and two family dwellings with a building footprint equal to or greater than 3,600 square feet or for buildings other than one and two family dwellings. Provide documentation that the fire flow has been confirmed through the Clearfield City water dept.

2. Fire hydrants and access roads shall be installed prior to construction of any buildings. All hydrants shall be placed with the 4½" connection facing the point of access for Fire Department Apparatus. Provide written assurance that this will be met.

3. Prior to beginning construction of any buildings, a fire flow test of the new hydrants shall be conducted to verify the actual fire flow for this project. The Fire Prevention Division of this Fire District shall witness this test and shall be notified a minimum of 48 hours prior to the test.

4. All fire apparatus access roads shall be a minimum all-weather, drivable and maintainable surface. There shall be a minimum clear and unobstructed width of not less than 26 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. Dead-end roads created in excess of 150 feet in length shall be provided with an approved turn-around.

5. If grades exceed 8%, approval from the City Engineer and the Fire District is required.

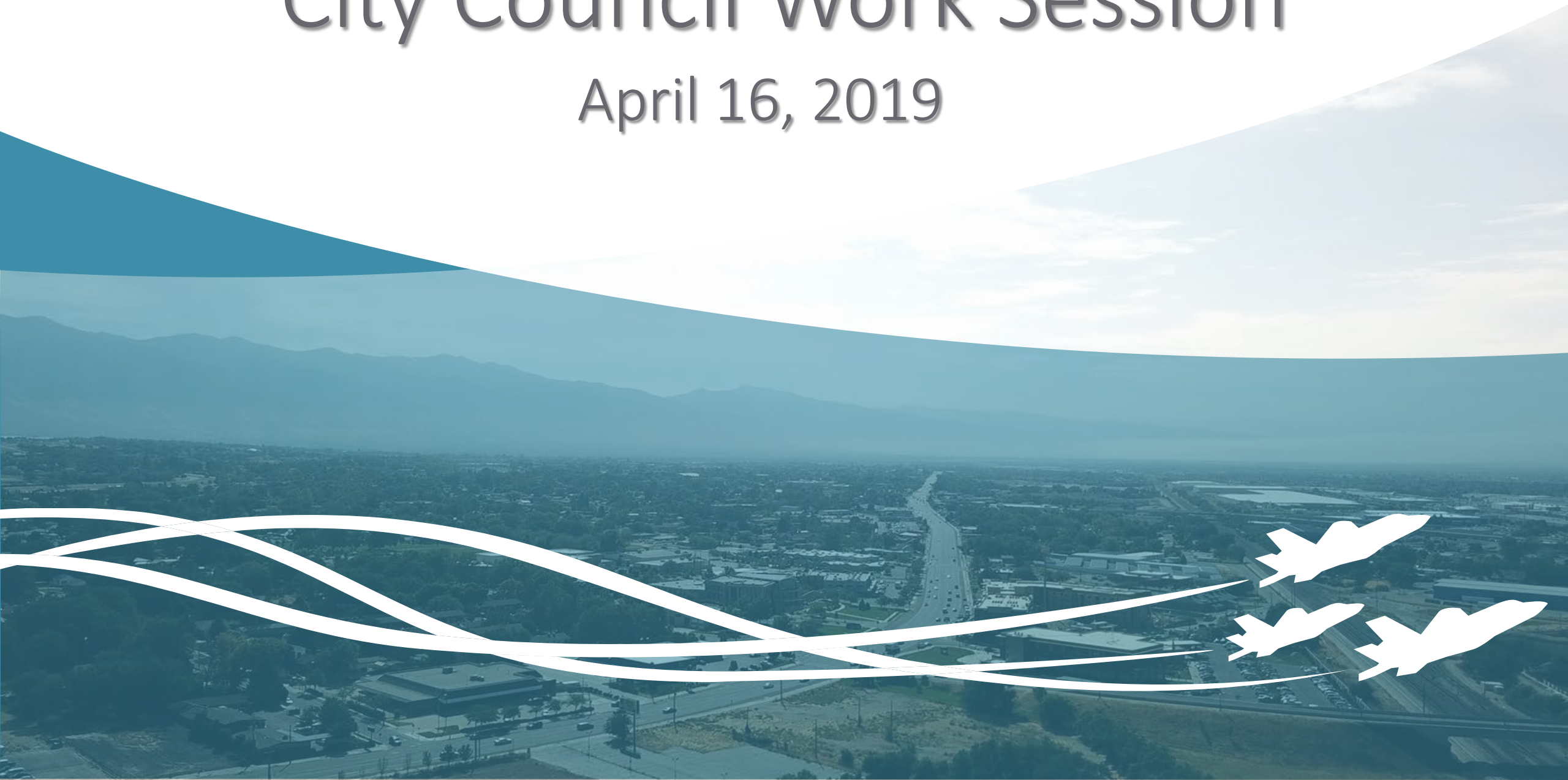
6. Application and plan review fee have been received from Mr. Ryan and project is approved for construction by NDFD.

These plans have been reviewed for Fire District requirements only. Other departments must review these plans and will have their requirements. This review by the Fire District must not be construed as

final approval from Clearfield City.

City Council Work Session

April 16, 2019





REZONE A-1 to R-1-O

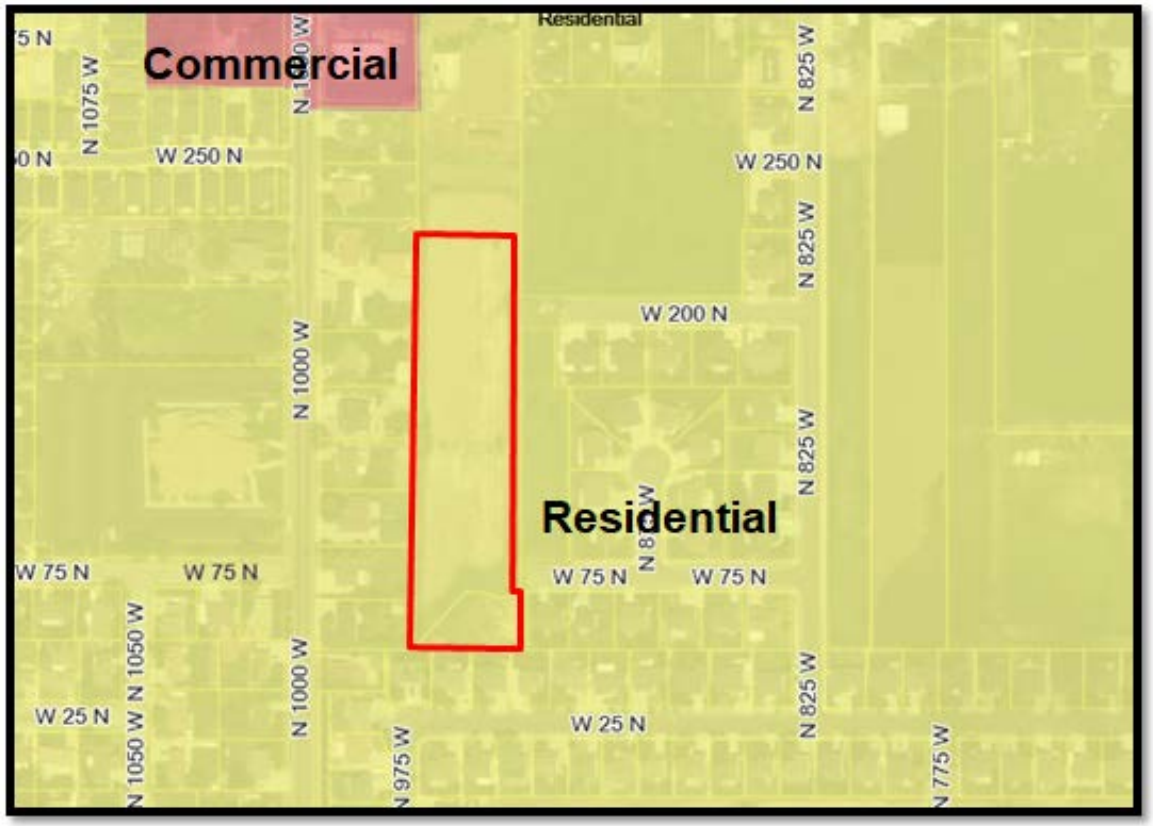
Zoning Map Amendment, ZTA 1903-0001



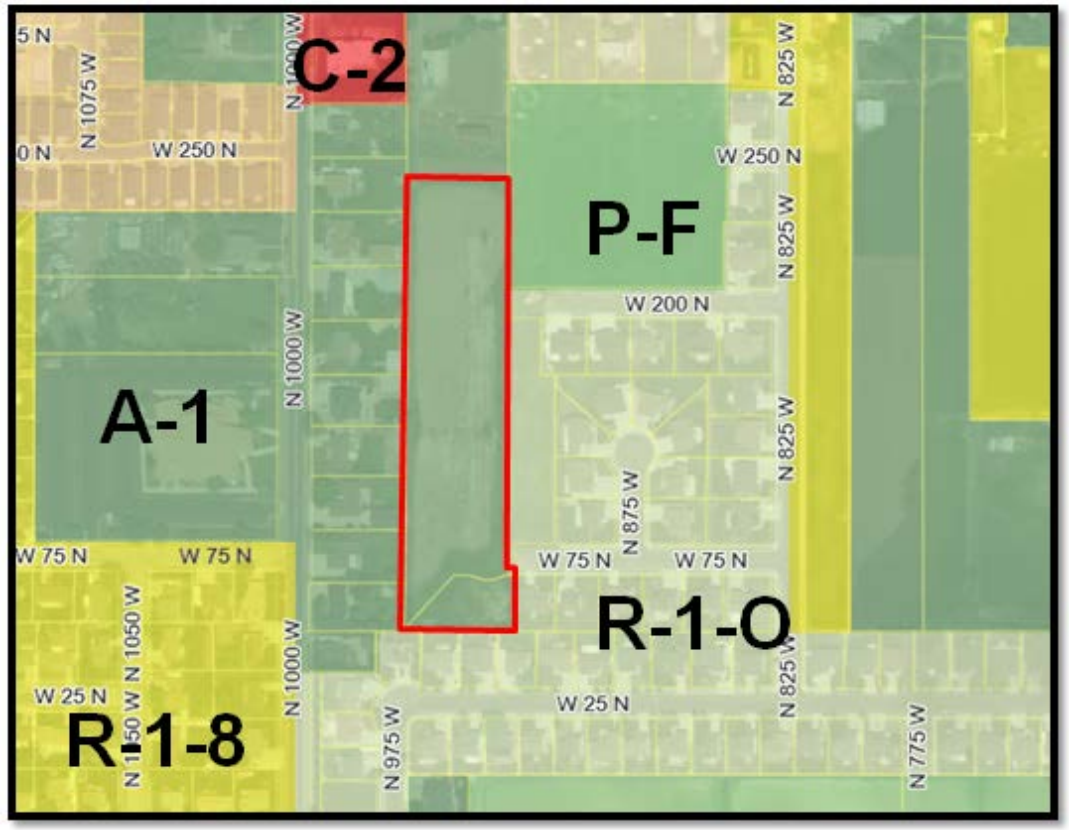
Background Information

- This is for the fifth and final phase of the Autumn Ridge Single-Family development.
- All of the properties in the Autumn Ridge development are zoned R-1-O.
- R-1-O is not encouraged in the General Plan.
- One property of rezone is in the Autumn Ridge Phase 4 subdivision.

GENERAL PLAN: FUTURE LAND USE MAP



ZONING MAP



Staff Recommendation/Conclusion

Staff recommended that the Planning Commission forward a recommendation of **APPROVAL** to the City Council for the proposed zone change based upon the following findings:

1. The proposed zone change is consistent with the land use guidelines, goals, and objectives of the Clearfield City General Plan.
2. The proposed zone change is supported by the Future Land Use Map designation of Residential in the General Plan.
3. The R-1-O Zone is the same zoning district of the first four phases of the Autumn Ridge Subdivision.
4. Future subdivision and development of these properties in the R-1-O Zone would be consistent with the existing land uses in the area.
5. Although not fully supported by the General Plan the rezone of these properties to R-1-O will be a unique situation as Autumn Ridge Phase 5 will complete this subdivision. As such, no other land will be encouraged to be rezoned to R-1-O by Clearfield City Staff.

Planning Commission Recommendation

On April 3, 2019 the Clearfield City Planning Commission moved to **recommend approval of ZTA 1902-0002,** to the Clearfield City Council, a zoning map amendment request by Jason Hamblin to rezone the subject properties from A-1 (Agricultural) to R-1-O (Residential).



City Council Action

1. **Move to approval RZN 1903-0001**, to the Clearfield City Council, a zoning map amendment request by Jason Hamblin to rezone the subject properties from A-1 (Agricultural) to R-1-O (Residential).
2. **Move to deny RZN 1903-0001**, to the Clearfield City Council, a zoning map amendment request by Jason Hamblin to rezone the subject properties from A-1 (Agricultural) to R-1-O (Residential).
3. **Move to table RZN 1903-0001,** and request additional time to consider the request.





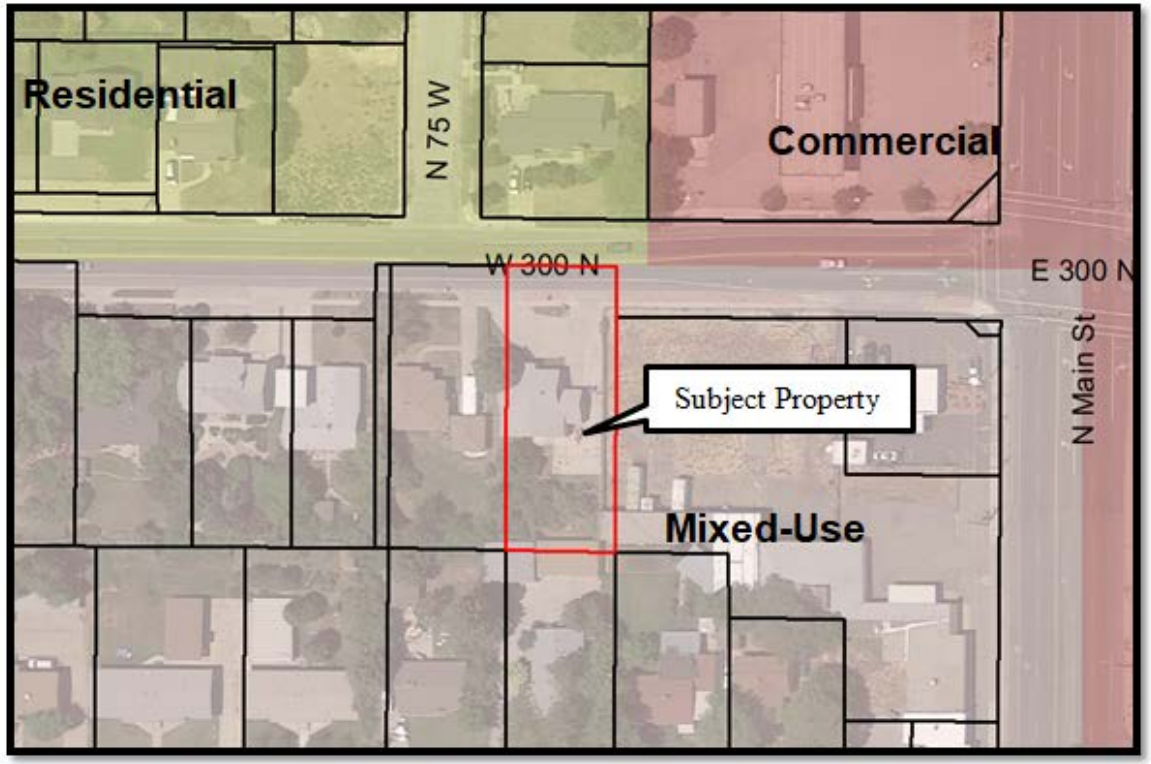
REZONE R-1-8 to C-2
Zoning Map Amendment, ZTA 1903-0003



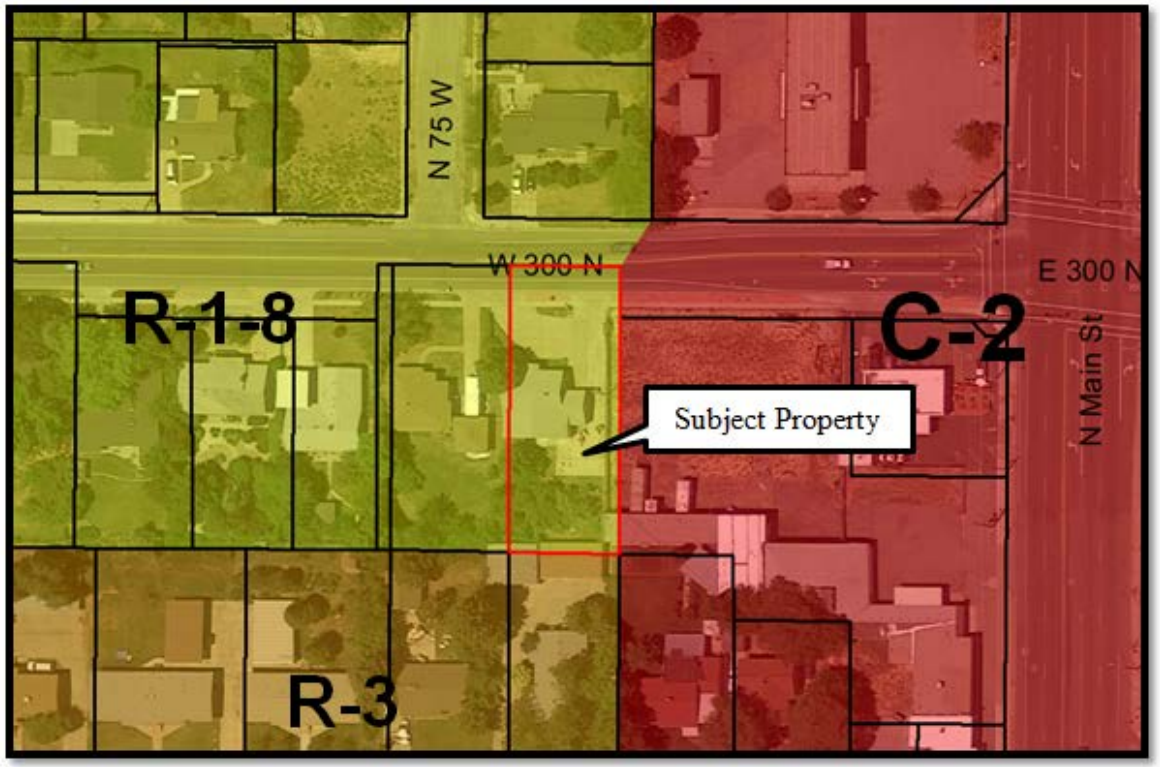
Background Information

- Previously a residence with home occupation preschool.
- Has been licensed and a commercial preschool since 2007.
- General Plan supports the rezone with the designation of Mixed-Use.

GENERAL PLAN: FUTURE LAND USE MAP



ZONING MAP



Staff Recommendation/Conclusion

Staff recommended that the Planning Commission forward a recommendation of **approval** to the City Council for the proposed zone change based upon the following findings:

1. The proposed zone change is consistent with the land use guidelines, goals, and objectives of the Clearfield City General Plan.
2. The proposed zone change is supported by the Future Land Use Map designation of Mixed-Use in the General Plan.
3. The continuation of the commercial preschool or future development of the site with a commercial use is consistent with the adjacent land uses in the area.

Planning Commission Recommendation

On April 3, 2019 the Clearfield City Planning Commission moved to **recommend approval of ZTA 1902-0002,** to the Clearfield City Council, a zoning map amendment request by Todd Goff on behalf of Barneck Preschool to rezone the subject property from R-1-8 (Residential) to C-2 (Commercial).



City Council Action

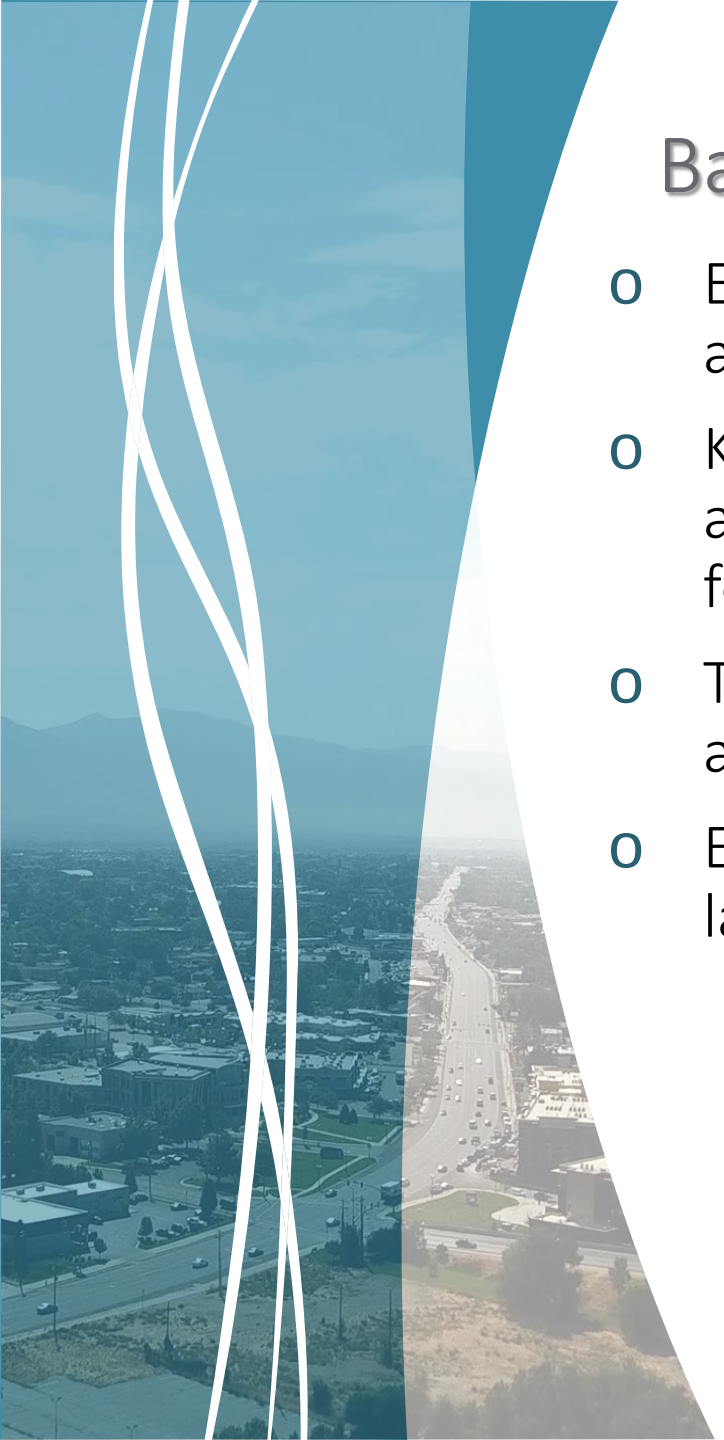
1. **Move to approve RZN 1903-0003**, to the Clearfield City Council, a zoning map amendment request by Todd Goff on behalf of Barneck Preschool to rezone the subject property from R-1-8 (Residential) to C-2 (Commercial).
2. **Move to deny RZN 1903-0003**, to the Clearfield City Council, a zoning map amendment request by Todd Goff on behalf of Barneck Preschool to rezone the subject property from R-1-8 (Residential) to C-2 (Commercial).
3. **Move to table 1903-0003,** and request additional time to consider the request.





KENSINGTON PLACE PHASE 2 AMENDED

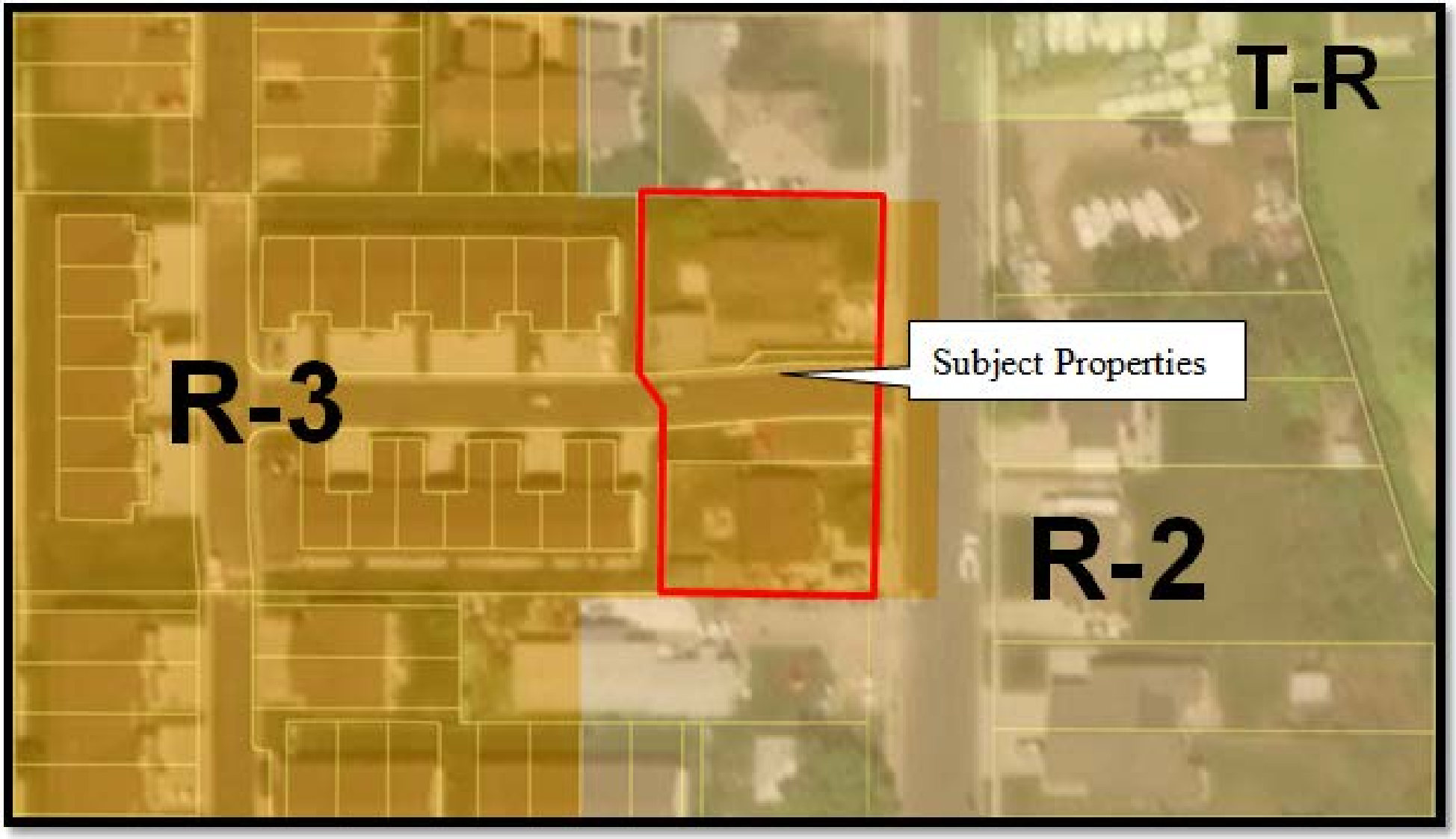
Subdivision Plat Amendment, FSP 1901-0010



Background Information

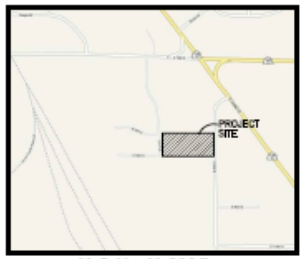
- Expansion of subdivision by 6 townhome units and the addition of a future leasing office and storage space.
- Kensington Place Phase 2 was approved with a development agreement. The agreement addresses setbacks, design, square footages, etc.
- This amended plat will require the amendment of the development agreement.
- Expansion will match the existing development with design and layout.

Aerial Image and Zoning



KENSINGTON PLACE PHASE 2 AMENDED SUBDIVISION
A TOWNHOUSE DEVELOPMENT

PART OF THE NORTHEAST QUARTER OF SECTION 12,
T.4N., R.2W., S.L.B.&M., U.S. SURVEY
CLEARFIELD CITY, DAVIS COUNTY, UTAH
MARCH, 2019



VICINITY MAP
SCALE: NONE

LEGEND

- = SECTION CORNER
- = SET STREET MONUMENT
- = SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- = BOUNDARY LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = EASEMENTS
- = SECTION TIE LINE
- P.U.E. = PUBLIC UTILITY EASEMENT
- = BUILDING PAD
- = OPEN SPACE/COMMON AREA
- = LIMITED COMMON AREA

30 0 30 60 90
Scale: 1" = 30'

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN THE FOUND DAVIS COUNTY MONUMENT AT THE NORTHEAST CORNER AND A FOUND DAVIS COUNTY MONUMENT AT THE NORTH QUARTER CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, SHOWN HEREON AS: N89°47'01"W

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DIVIDE THE PROPERTY INTO LOTS AND PRIVATE ROADWAYS. ALL BOUNDARY CORNERS AND REAR LOT CORNERS WERE SET WITH A ⅝" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT LOT CORNERS WERE SET WITH A LEAD PLUG IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.

BOUNDARY DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT, SAID POINT LIES 2646.77 FEET, N89°47'01"W AND 730.39 FEET S00°09'18"W FROM A FOUND DAVIS COUNTY MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 12 AND RUNNING; THENCE S89°50'42"E 396.72 FEET; THENCE S00°29'51"W 182.30 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF KENSINGTON PLACE PUD; THENCE N89°50'42"W ALONG SAID NORTHERLY BOUNDARY LINE 395.63 FEET; THENCE N00°09'18"E 182.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 72,222 SQUARE FEET OR 1.658 ACRES

DESIGN CRITERIA

TOTAL AREA.....1.66 ACRES
AREA OF BUILDINGS.....0.56 ACRES
OPEN SPACE/COMMON AREA....0.53 ACRES (32.0%)
AREA OF HARDSCAPE.....0.57 ACRES (34.3%)
DENSITY 15.7 UNITS/ACRE

NOTE:
ALL ROADS, UTILITIES, SIDEWALKS AND OPEN SPACE AREAS ARE TO BE PRIVATELY OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.

DEVELOPER:

HAMBLIN INVESTMENT GROUP
JOHN RYAN
2544 W. 650 N.
LAYTON, UT 84041
(801) 509-0816

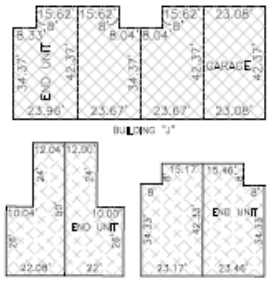
PROPERTY ADDRESS: 860 SOUTH 500 EAST

LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°11'21"W	5.01'
L2	S00°11'21"W	4.99'
L3	S89°50'42"E	12.50'
L4	S89°50'42"E	12.50'
L5	SOUTH	5.00'

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	112.50'	14.80'	14.89'	7.46'	N03°36'18"W	7°32'18"
C2	125.00'	16.56'	16.54'	8.29'	N03°36'18"W	7°35'18"
C3	137.50'	18.21'	18.20'	9.12'	N03°36'18"W	7°35'18"
C4	112.50'	14.83'	14.82'	7.43'	S03°37'19"E	7°33'15"
C5	125.00'	16.48'	16.47'	8.25'	S03°37'19"E	7°33'15"
C6	137.50'	18.13'	18.12'	9.08'	S03°37'19"E	7°33'15"
C7	10.00'	15.71'	14.14'	10.00'	N45°09'18"E	90°00'00"
C8	10.00'	15.71'	14.14'	10.00'	S44°50'42"E	90°00'00"



TYPICAL BUILDING DETAIL
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, ROBERT D. KUNZ, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF KENSINGTON PLACE PHASE 2 AMENDED SUBDIVISION, A TOWNHOUSE DEVELOPMENT IN CLEARFIELD CITY, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF CLEARFIELD CITY, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20____.

150228
UTAH LICENSE NUMBER

ROBERT D. KUNZ

REGISTERED LAND SURVEYOR 150228-2201 ROBERT D. KUNZ STATE OF UTAH

ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES _____ NOTARY PUBLIC _____

OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS UNITS AND PRIVATE ROADWAYS AS SHOWN ON THIS PLAT AND NAME SAID TRACT KENSINGTON PLACE PHASE 2 SUBDIVISION, A TOWNHOUSE DEVELOPMENT AND DO HEREBY:

1) DEDICATE, GRANT AND CONVEY A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THIS PLAT AS EITHER PUBLIC UTILITY EASEMENTS (P.U.E.'S) OR "OPEN SPACE", THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND FACILITIES, STORM DRAINAGE LINES AND FACILITIES AS AUTHORIZED BY LAW AND/OR BY CLEARFIELD CITY, WITH NO BUILDINGS OR STRUCTURES TO BE ERECTED ON OR WITHIN SUCH EASEMENTS;

2) DEDICATE, GRANT AND CONVEY TO THE HOMEOWNER'S ASSOCIATION FOR THE KENSINGTON PLACE PHASE 2 SUBDIVISION ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS PRIVATE ROADWAYS ON THIS PLAT, THE SAME TO BE USED AS PRIVATE ROADWAYS FOREVER AND TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION FOR THE KENSINGTON PLACE PHASE 2 SUBDIVISION; AND

3) DEDICATE, GRANT AND CONVEY TO THE HOMEOWNER'S ASSOCIATION FOR THE KENSINGTON PLACE PHASE 2 SUBDIVISION ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS "OPEN SPACE" ON THIS PLAT, THE SAME TO BE USED AS OPEN SPACE FOREVER AND TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION FOR THE KENSINGTON PLACE PHASE 2 SUBDIVISION.

HAMBLIN INVESTMENTS GROUP, LLC
JOHN K. RYAN

PRECISE INVESTMENTS, LLC
JOHN K. RYAN

JOHN K. RYAN

ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME _____ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES _____ NOTARY PUBLIC _____

ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES _____ NOTARY PUBLIC _____

PROJECT INFORMATION

Surveyor: R. KUNZ	Project Name: KENSINGTON PLACE PHASE 2
Designer: E. ROCHE	Number: 6388-01
Begin Date: 07-29-14	Scale: 1"=30'
	Revision: 02/12/19 ec
	Checked:

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND RECORDED, _____ AT _____ IN BOOK _____ OF THE OFFICIAL RECORDS, PAGE _____
RECORDED FOR:

DAVIS COUNTY RECORDER
_____ DEPUTY

CLEARFIELD CITY PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, 20____
BY THE CLEARFIELD CITY PLANNING COMMISSION.

CHAIRMAN, CLEARFIELD CITY PLANNING COMMISSION

CLEARFIELD CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

CLEARFIELD CITY ENGINEER DATE

CLEARFIELD CITY COUNCIL

PRESENTED TO THE CLEARFIELD CITY COUNCIL THIS THE _____ DAY OF _____, 20____, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

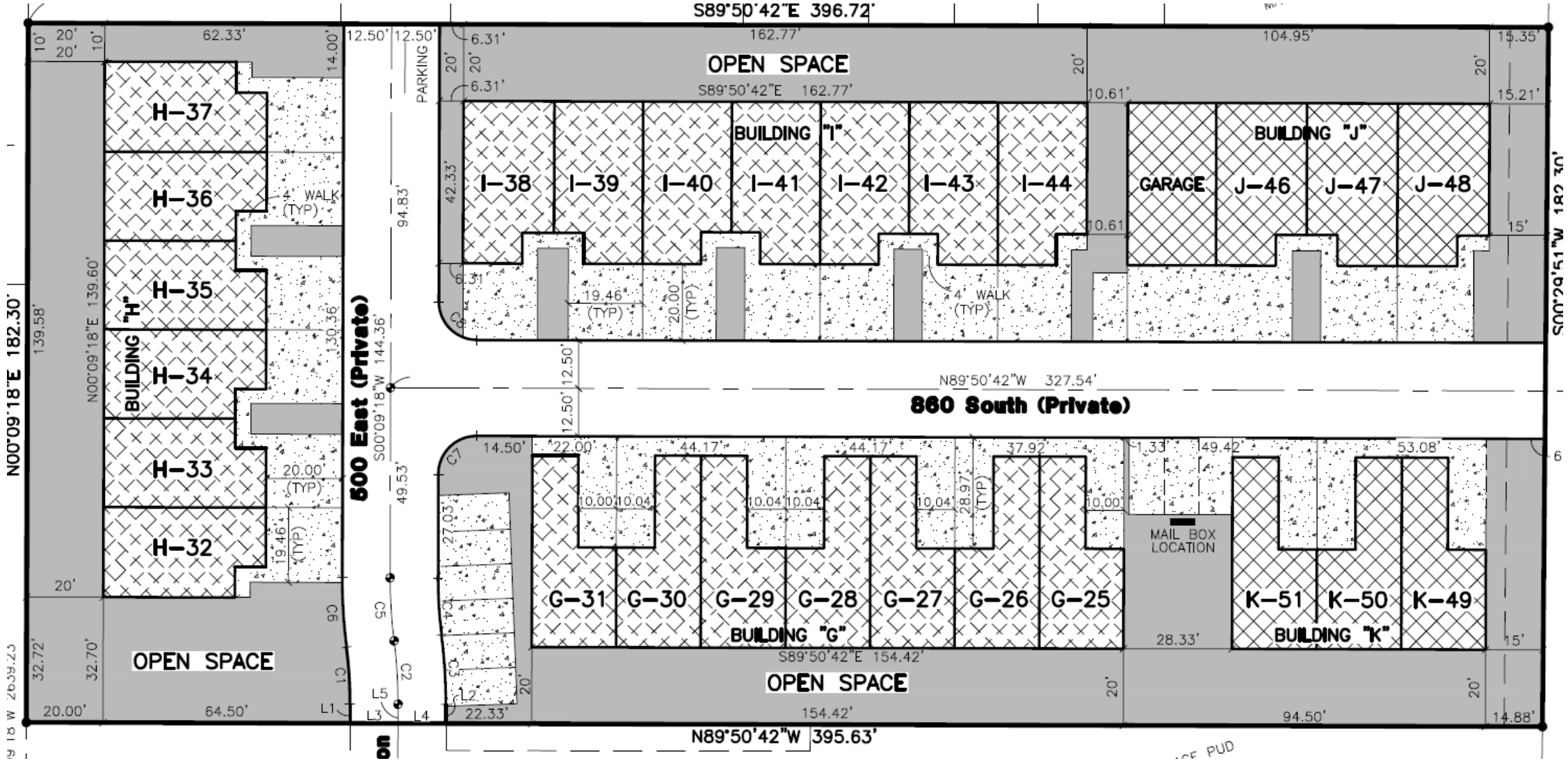
CLEARFIELD CITY MAYOR ATTEST: CITY RECORDER

CLEARFIELD CITY ATTORNEY

APPROVED AS TO FORM BY THE CLEARFIELD CITY ATTORNEY THIS THE _____ DAY OF _____, 20____

CLEARFIELD CITY ATTORNEY

Reeve & Associates, Inc.


S89°50'42"E 396.72'
OPEN SPACE
S89°50'42"E 162.77'
BUILDING "I"
BUILDING "J"
I-38
I-39
I-40
I-41
I-42
I-43
I-44
GARAGE
J-46
J-47
J-48
H-37
H-36
H-35
H-34
H-33
H-32
BUILDING "H"
N00°09'18"E 182.30'
N00°09'18"E 139.60'
500 East (Private)
S00°09'18"W 144.36'
S00°09'18"W 182.30'
N89°50'42"W 327.54'
860 South (Private)
MAIL BOX LOCATION
G-31
G-30
G-29
G-28
G-27
G-26
G-25
BUILDING "G"
K-51
K-50
K-49
BUILDING "K"
OPEN SPACE
S89°50'42"E 154.42'
OPEN SPACE
N89°50'42"W 395.63'
PARKING
4' WALK (TYP)
20.00' (TYP)
19.46' (TYP)
28.97' (TYP)
162.77'
104.95'
64.50'
154.42'
94.50'
22.33'
28.33'
49.42'
53.08'
44.17'
37.92'
15.35'
15.21'
14.88'

Staff Recommendation – Amended Subdivision Plat

On April 3, 2019 the Planning Commission forwarded a recommendation of **approval** for **FSP 1901-0010** to the Clearfield City Council, an amended subdivision plat request by John Ryan to add six (6) additional townhome properties and an office/garage property to the Kensington Place Phase 2 Subdivision located at 852 & 880 South 550 East (TIN: 12-815-0001 & 12-815-0002). The approval is subject to the following conditions:

1) The plat and plans shall be revised to address Clearfield City Engineering requirements with revisions noted in a response letter to obtain final approval.
2) An amended development agreement for Kensington Place Phase 2 Amended shall be approved and executed between Clearfield City and the developer.
3) The amended plat and development agreement shall be recorded together prior to the issuance of a building permit.
4) The applicant is responsible for the replacement or repair of deteriorated, damaged or missing surface improvements surrounding the perimeter of the subdivision. This includes, but is not limited to: curb and gutter; sidewalk; landscaping park strip improvements; driveways; etc.
5) An escrow agreement shall be established for improvements outlined in City Code § 12-4-6 and will be subject to approval by the City Engineer and City Attorney. The escrow account shall be established and executed prior to any permits being issued for the properties or the plat being recorded.

City Council Action – Amended Subdivision Plat

The Clearfield City Council moves to **approve FSP 1901-0010**, an amended subdivision plat request by John Ryan to add six (6) additional townhome properties and an office/garage property to the Kensington Place Phase 2 Subdivision located at 852 & 880 South 550 East (TIN: 12-815-0001 & 12-815-0002). The approval is subject to the following conditions:

1) The plat and plans shall be revised to address Clearfield City Engineering requirements with revisions noted in a response letter to obtain final approval.
2) An amended development agreement for Kensington Place Phase 2 Amended shall be approved and executed between Clearfield City and the developer.
3) The amended plat and development agreement shall be recorded together prior to the issuance of a building permit.
4) The applicant is responsible for the replacement or repair of deteriorated, damaged or missing surface improvements surrounding the perimeter of the subdivision. This includes, but is not limited to: curb and gutter; sidewalk; landscaping park strip improvements; driveways; etc.
5) An escrow agreement shall be established for improvements outlined in City Code § 12-4-6 and will be subject to approval by the City Engineer and City Attorney. The escrow account shall be established and executed prior to any permits being issued for the properties or the plat being recorded.

STAFF REPORT

TO: CDRA Board of Directors

FROM: JJ Allen, City Manager

MEETING DATE: April 16, 2019

SUBJECT: Interlocal Agreement with Davis School District for Lifetime Products CRA

RECOMMENDED ACTION

Approve Resolution 2019R-02, approving an Interlocal Cooperation Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and Davis School District and authorize the Chair's signature to any necessary documents.

DESCRIPTION / BACKGROUND

The Resolution approves an Interlocal Cooperation Agreement with Davis School District, implementing the Lifetime Products CRA Plan and Budget. This Interlocal Agreement is the instrument that authorizes the CDRA to capture, for the terms and purposes specified in the Project Area Plan and Budget, tax increment that would otherwise go to the District. The CDRA will also enter into Interlocal Agreements with the other taxing entities affected by the Lifetime Products CRA.

CORRESPONDING POLICY PRIORITY (IES)

This item corresponds directly to the policy priority of Improving Clearfield's Image, Livability, and Economy. The creation of this CRA (and the participation of the taxing entities) will allow Lifetime Products to expand in Clearfield—building a new 600,000 – 700,000 square foot distribution center on the north end of the Freeport Center and creating about 150 jobs.

FISCAL IMPACT

As detailed in the Project Area Budget, the CRA expects to collect about $4.2 million in tax increment over the 15 year life of the project. Of this total, about $2.27 million would be the School District contribution.

ALTERNATIVES

The School District has already approved this Interlocal Agreement, at the CDRA's request. If any modifications are needed, we would then need to revisit those changes with the School District.

If the CDRA is no longer inclined to use the CRA to incentivize the Lifetime Products expansion, the company will certainly locate its distribution center elsewhere.

SCHEDULE / TIME CONSTRAINTS

This CRA creation has been slowly moving forward, but we feel that things are now to a point that we can finalize all of the interlocal agreements, allowing Lifetime Products to move forward with their necessary land use approvals. A construction schedule has not yet been identified.

LIST OF ATTACHMENTS

- Resolution 2019R-02
- Interlocal Cooperation Agreement with Davis School District
- Lifetime Products CRA Plan
- Lifetime Products CRA Budget

CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

Resolution 2019R-02

RESOLUTION OF THE LEGISLATIVE BODY OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE AGENCY AND DAVIS SCHOOL DISTRICT.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Interlocal Act"), and the provisions of the Community Reinvestment Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the "CRA Act"), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the Clearfield Community Development and Renewal Agency (the "Agency") and Davis School District (the "School District") are "public agencies" for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Agreement with the School District whereby the School District would remit to the Agency a portion of the property tax increment generated within the Lifetime Products Community Reinvestment Project Area, (the "Project Area") which would otherwise flow to the School District, for the purpose of encouraging development activities through the payment for certain public infrastructure, land assembly, and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY OF THE AGENCY AS FOLLOWS:

1. The Interlocal Cooperation Agreement between the Agency and the School District, substantially in the form attached hereto as Exhibit A (the "Agreement"), is approved in substantially final form and shall be executed for and on behalf of the Agency by the Chair and Secretary. The Agreement hereby approved is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Chair, whose execution thereof on behalf of the Agency shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.

4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for public inspection and copying at the Agency's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the Clearfield Community Development and Renewal Agency this 23rd day of April, 2019.

_____
Kent Bush, Chair

Attest:

_____
Nancy R. Dean, Secretary

VOTE OF THE BOARD

AYE:

NAY:

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT

RESOLUTION NO._____

RESOLUTION OF THE LEGISLATIVE BODY OF DAVIS SCHOOL DISTRICT APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE DISTRICT AND THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Interlocal Act"), and the provisions of the Community Reinvestment Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the "CRA Act"), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS Davis School District, Utah (the "District") and the Clearfield Community Development and Renewal Agency (the "Agency") are "public agencies" for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the District desires to enter into an Interlocal Agreement with the Agency whereby the District would remit to the Agency a portion of the property tax increment generated within the Lifetime Products Community Reinvestment Project Area, (the "Project Area") which would otherwise flow to the District, for the purpose of encouraging development activities through the payment for certain public infrastructure, land assembly, and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the District as follows:

1. The Interlocal Cooperation Agreement between the District and the Agency, substantially in the form attached hereto as Exhibit A (the "Agreement"), is approved in substantially final form and shall be executed for and on behalf of the District by the President of the Board and Business Administrator of the District. The Agreement hereby approved is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the President of the Board, whose execution thereof on behalf of the District shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the District for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Business Administrator, the keeper of records of the District.

4. The District is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for public inspection and copying at the District's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of Davis School District, Utah this day of_____, 2019.

_____
President, Davis School District Board

Attest:

_____
Business Administrator

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the **CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the "Agency"), and **DAVIS SCHOOL DISTRICT**, a political subdivision of the State of Utah (the "School District") in contemplation of the following facts and circumstances:

A. **WHEREAS,** the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated (**"UCA"**) §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the **"Act"**), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Clearfield City (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS,** this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and

C. **WHEREAS,** the Agency has created the Lifetime Products Community Reinvestment Project Area (the "Project Area"), through the adoption of the Lifetime Products Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

D. **WHEREAS,** the Project Area contains vacant and underutilized land, which is anticipated to be developed, with encouragement and planning by the Agency, as a distribution facility for Lifetime Products. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS,** historically, the Project Area has generated a total of $74,274 per year in property taxes for the various taxing entities, including the City, Davis County (the "County"), the School District, and other taxing entities; and

F. **WHEREAS,** upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other taxing entities are projected to total approximately $425,338 per year; and

G. **WHEREAS,** the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased real and personal property tax (i.e., Tax Increment,) which will be generated by the Project Area; and

H. **WHEREAS,** it is in the best interest of the citizens of the School District for the School District to remit such payments to the Agency to permit the Agency to leverage private development of the Project Area; and

I. **WHEREAS,** the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

J. **WHEREAS,** the Agency has created the Lifetime Products Community Reinvestment Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "C", which Project Area Budget outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

K. **WHEREAS,** the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The School District has determined that significant additional Tax Increment will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The School District has determined that it is in the best interests of its citizens to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by Agency or participants in Project Area development, including, without limitation, the construction and installation of Buildings, infrastructure improvements, personal property and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Davis County assessment rolls for all property located within the Project Area (which is currently estimated to be $5,267,275, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant (s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, as outlined in Exhibit "A" (the "Property"), shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

5. **Payment Trigger.** The first year ("Year One") of payment of Tax Increment from the School District to the Agency shall be determined by the Agency but shall be no later than 2021. Each subsequent year, beginning with the first year after Year One, shall de defined in sequence as Year Two through Year Fifteen. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Davis County Auditor's office.

6. **Total Payment to Agency.** The County is authorized and instructed to remit to the Agency, beginning with property tax receipts in Year One and continuing through Year Fifteen, 75% of the School District's annual Tax Increment generated from the Project Area or until a cap amount of $2,270,873 is reached, whichever comes first.

7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real and personal property taxes collected from the Project Area by the County acting as the tax collecting agency for the School District. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency for the School District, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes collected by the County on behalf of the School District from the Project Area.

8. **No Independent Duty.** The School District shall be responsible to remit to the Agency only Tax Increment received by the County. The School District shall have no independent duty to pay any amount to the Agency other than the Tax Increment received by the School District on an annual basis from and including Year One through and including Year Fifteen.

9. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

10. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

11. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to School District:
Davis School District
Attn: Business Administrator
45 East State Street
Farmington UT 84025
Phone: (801) 402-5249

If to Agency:
Clearfield Community Development and Renewal Agency
Attn: Agency Board
55 South State Street
Clearfield, UT 84015
Phone: (801) 525-2700

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

12. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

13. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

14. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15. **Partial Invalidity.** If any term or provision 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, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

16. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

18. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

19. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Davis County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

20. **Declaration of Invalidity**. In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the

Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

22. **Duration.** This Agreement shall terminate after the Year Fifteen Tax Increment payment.

23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b. This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and

e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.

g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be

outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

School District: DAVIS SCHOOL DISTRICT

Attest:

Business Administrator

By: _____
John Robison
Its: Board President

Approved as to form:

Attorney for School District

Agency: CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

Attest:

_____
Secretary

By: _____

Its: Chair

Approved as to form:

_____
Attorney for Agency

EXHIBIT "A
to
INTERLOCAL AGREEMENT

Legal Description of Project

Freeport Center 700 West Subdivision

Proposed Lot 2 Boundary Description

A part of the Southwest Quarter of Section 2, Township 4 North, Range 2 West, Salt Lake Base and Meridian:

Beginning at a point on the South right of way line of Highway SR-193, said point is 1248.50 feet South 89°49'30" East (South 89°49'38" East by record) along the East-West Quarter Section Line; and 139.00 feet South 00°10'30" West from the West Quarter corner of said Section and running thence South 89°49'30" East (South 89°49'38" East by record) 1,400.20 feet along said South right of way line to the North-South Quarter Section line; thence South 00°11'45" West 924.26 feet along the said Quarter section line to the North line of the Union Pacific Railroad right of way; thence South 72°13'00" West (South 71°15' West by record) 1,495.03 feet along said North right of way line to the East right of way line; thence North 04°30'00" East 195.25 feet to a point of curvature; thence Northerly along the arc of a 2,671.76 feet radius curve to the left a distance of 201.68 feet (Central Angle equals 04°19'30", and Long Chord bears North 02°20'15" East 201.63 feet); thence North 00°10'30" East 989.04 feet to the POINT OF BEGINNING.

Containing 37.0733 acres, more or less.

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

DRAFT PROJECT AREA PLAN

LIFETIME PRODUCTS
COMMUNITY REINVESTMENT AREA (CRA)

CLEARFIELD COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY, UTAH






AUGUST 2018

LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.
GATEWAY PLAZA BUILDING - 41 N. RIO GRANDE, STE 101 - SALT LAKE CITY, UT 84101
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Table of Contents

TABLE OF CONTENTS 2

DEFINITIONS 3

INTRODUCTION 5

DESCRIPTION OF THE BOUNDARIES OF THE PROPOSED PROJECT AREA 6

GENERAL STATEMENT OF LAND USES, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES, BUILDING DENSITIES AND HOW THEY WILL BE AFFECTED BY THE PROJECT AREA 6

STANDARDS GUIDING THE COMMUNITY REINVESTMENT 7

HOW THE PURPOSES OF THIS TITLE WILL BE ATTAINED BY COMMUNITY DEVELOPMENT 7

CONFORMANCE OF THE PROPOSED DEVELOPMENT TO THE COMMUNITY'S GENERAL PLAN 7

DESCRIBE ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY REINVESTMENT 8

METHOD OF SELECTION OF PRIVATE DEVELOPERS TO UNDERTAKE THE COMMUNITY REINVESTMENT AND IDENTIFICATION OF DEVELOPERS CURRENTLY INVOLVED IN THE PROCESS 8

REASON FOR SELECTION OF THE PROJECT AREA 8

DESCRIPTION OF PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE PROJECT AREA 8

DESCRIPTION OF ANY TAX INCENTIVES OFFERED PRIVATE ENTITIES FOR FACILITIES LOCATED IN THE PROJECT AREA 9

ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY DEVELOPMENT 9

EXHIBIT A: LEGAL DESCRIPTION OF LIFETIME PRODUCTS CRA 12

EXHIBIT B: PROJECT AREA MAP 13

EXHIBIT C: PARCEL LIST 14

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Definitions

As used in this Community Reinvestment Project Area Plan, the term:

"Act" shall mean and include the Limited Purpose Local Government Entities – Community Reinvestment Agency Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

"Agency" shall mean the Clearfield Community Development and Renewal Agency, which is a separate body corporate and politic created by the City pursuant to the Act.

"Base taxable value" shall mean the agreed value specified in a resolution or interlocal agreement under Subsection 17C-1-102(8) from which tax increment will be collected.

"Base year" shall mean the agreed upon year for which the base taxable value is established and shall be incorporated into the interlocal agreements with participating taxing entities.

"Base taxable year" shall mean the Base Year during which the Project Area Budget is approved pursuant to Subsection 17C-1-102(9)(d).

"City" or "Community" shall mean the City of Clearfield.

"Legislative body" shall mean the City Council of Clearfield which is the legislative body of the City.

"Plan Hearing" shall mean the public hearing on the draft Project Area Plan required under Subsection 17C-1-102 (41) and 17C-5-104(3)(e).

"Project Area" shall mean the geographic area described in the Project Area Plan or draft Project Area Plan where the community development set forth in this Project Area Plan or draft Project Area Plan takes place or is proposed to take place (Exhibit A & Exhibit B).

"Net Present Value (NPV)" shall mean the discounted value of a cash flow. The NPV illustrates the total value of a stream of revenue over a number of years in today's dollars.

"Project Area Budget" shall mean (as further described under 17-C-5-303 of the Act) the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the Project Area that includes:

- the base taxable value of property in the Project Area;
- the projected tax increment expected to be generated within the Project Area;
- the amount of tax increment expected to be shared with other taxing entities;
- the amount of tax increment expected to be used to implement the Project Area plan;
- if the area from which tax increment is to be collected is less than the entire Project Area:
    - the tax identification number of the parcels from which tax increment will be collected; or

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- a legal description of the portion of the Project Area from which tax increment will be collected; and

- for property that the Agency owns and expects to sell, the expected total cost of the property to the Agency and the expected selling price.

"Project Area Plan" or "Plan" shall mean the written plan (outlined by 17C-5-302 of the Act) that, after its effective date, guides and controls the community reinvestment activities within the Project Area. Project Area Plan refers to this document and all of the attachments to this document, which attachments are incorporated by this reference. It is anticipated that the LIFETIME PRODUCTS PLAN will be subject to an interlocal agreement process with the taxing entities within the Project Area.

"Taxes" includes all levies on an ad valorem basis upon land, local and centrally assessed real property, personal property, or any other property, tangible or intangible.

"Taxing Entity" shall mean any public entity that levies a tax on any property within the Project Area.

"Tax Increment" shall mean the difference between the amount of property tax revenues generated each tax year by all taxing entities from the Project Area using the current assessed value of the property and the amount of property tax revenues that would be generated from the same area using the base taxable value of the property.

"Tax Increment Period" shall mean the period of time in which the taxing entities from the Project Area consent that a portion of their tax increment from the Project Area be used to fund the objectives outlined in the Project Area Plan.

"Tax Year" shall mean the 12-month period between sequential tax roll equalizations (November 1st - October 31st) of the following year, e.g., the November 1, 2017 - October 31, 2018 tax year.

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Introduction

The Clearfield Community Development and Renewal Agency (the "Agency"), following thorough consideration of the needs and desires of Clearfield City (the "City") and its residents, as well as the City's capacity for new development, has carefully crafted this draft Project Area Plan (the "Plan") for the Lifetime Products Community Reinvestment Project Area (the "Project Area"). This Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which lies within the vicinity of the Freeport Center, generally to east of 775 and to the west and south of SR-193. The Plan is intended to define the method and means of the Project Area from its current state to a higher and better use.

The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of development, scope, financing mechanism, and value to the residents of the City and other taxing entities within the Project Area.

The Project Area is being undertaken as a community reinvestment project area pursuant to certain provisions of Chapters 1 and 5 of the Utah Limited Purpose Local Governmental Entities -- Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area. The realization of the Plan is subject to interlocal agreements between the taxing entities individually and the Agency.

Resolution Authorizing the Preparation of a Draft Community Reinvestment Project Area Plan

Pursuant to the provisions of §17C-5-103 of the Act, the governing body of the Agency adopted a resolution authorizing the preparation of a draft Community Reinvestment Project Area Plan on _____, 2018.

Utah Code §17C-5-104

Recitals of Prerequisites for Adopting a Community Reinvestment Project Area Plan

In order to adopt a community reinvestment project area plan, the Agency shall;

- Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law; and
- Pursuant to the provisions of §17C-5-104 of the Act, the Agency has conducted or will conduct one or more public hearings for the purpose of informing the public about the Project Area, and allowing public input into the Agency's deliberations and considerations regarding the Project Area; and
    - Pursuant to the provisions of §17C-5-104 of the Act, the Agency has allowed opportunity for input on the draft Project Area Plan and has made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the plan hearing, sent copies of the draft Project Area Plan to all required entities prior to the hearing, and provided opportunities for affected entities to provide feedback.

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Description of the Boundaries of the Proposed Project Area

UTAH CODE §17C-5-105(1)

A legal description of the Project Area along with a detailed map of the Project Area is attached respectively as Exhibit A and Exhibit B and incorporated herein. The Project Area is located in the vicinity of the Freeport Center and runs along the south side of SR-193, to the east of 775 W. The majority of land use in the project area is vacant. The Project Area is comprised of approximately 37 acres of property.

As delineated in the office of the Davis County Recorder, the Project Area encompasses all or part of the parcels detailed in Exhibit C.

UTAH CODE §17C-5-105(1)

General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Densities and How They Will be Affected by the Project Area

General Land Uses

The property within the Project Area is currently vacant. The majority of the property surrounding the Project Area is industrial.

Table 1 summarizes the approximate acreage of existing land uses by land use type.

TABLE 1: LAND USES

Type	Acres	% of Area
Vacant	37.07	100%
Total	37.07	100%

This Project Area Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated. Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Project Area Plan shall be undertaken in accordance with the requirements of the City's Code and all other applicable laws including all goals and objectives in the City's General Plan.

Layout of Principal Streets

The principal streets within the Project Area are SR-193 and 775 W. The Project Area map, provided in Exhibit B, shows the principal streets in the area.

Population Densities

There are no residences within the Project Area, therefor the estimated population density is 0.0 residents per acre.

Building Densities

Building densities will increase as development occurs. The intent of this plan is to promote greater economic utilization of the land area.

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Impact of Community Development on Land Use, Layout of Principal Streets, and Population Densities

Community reinvestment activities within the Project Area will mostly consist of development and economic enhancement of an underutilized area of the Freeport Center. The types of land uses will include: a distribution facility and retail store.

Land Use – It is anticipated that future development within the Project Area will create space for a distribution facility, retail store and any other contemplated uses of the Lifetime Products expansion.

Layout of Principal Streets – It is anticipated that the community reinvestment of the Project Area will not alter the layout of principal streets in the area.

Population Densities – The Project Area does not include any residential components. The population density will not be affected by the Project Area. The daytime population of the City will increase as the Project Area is anticipated to create approximately 150 new jobs.

UTAH CODE §17C-5-105(C)

Standards Guiding the Community Reinvestment

In order to provide maximum flexibility in the development and economic promotion of the Project Area, and to encourage and obtain the highest quality in development and design, specific development controls for the uses identified above are not set forth herein. Each development proposal in the Project Area will be subject to appropriate elements of the City's proposed General Plan; the Zoning Ordinance of the City, including adopted Design Guidelines pertaining to the area; institutional controls, deed restrictions if the property is acquired and resold by the Agency, other applicable building codes and ordinances of the City; and, as required by ordinance or agreement, review and recommendation of the Planning Commission and approval by the Agency.

Each development proposal by an owner, tenant, participant or a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of proposed development, including land coverage, setbacks, height and massing of buildings, off-street parking and loading, use of public transportation, and any other data determined to be necessary or requested by the Agency or the City.

UTAH CODE §17C-5-105(D)

How the Purposes of this Title Will Be Attained By Community Development

It is the intent of the Agency, with the assistance and participation of private developers and property owners, to facilitate the expansion of the Lifetime Products footprint within the Freeport Center.

UTAH CODE §17C-5-105(E)

Conformance of the Proposed Development to the Community's General Plan

The proposed Community Reinvestment Project Area Plan and the development contemplated are consistent with the City's proposed General Plan and land use regulations.

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Describe any Specific Project or Projects that are the object of the Proposed Community Reinvestment

UTAH CODE §17C-5-105(G)

The Project Area is being created in order to assist with the expansion of Lifetime Products within the Freeport Center. It is anticipated that Lifetime will construct a distribution facility between 600,000-700,000 square feet. Additionally, the company's retail store may be moved within the Project Area to increase its visibility and access.

The Lifetime expansion will create 150 additional jobs to the local economy and strengthen Lifetime's presence in the City and local community for the foreseeable future.

Method of Selection of Private Developers to undertake the Community Reinvestment and Identification of Developers Currently Involved in the Process

UTAH CODE §17C-5-105(H)

The City and Agency will select or approve such development as solicited or presented to the Agency and City that meets the development objectives set forth in this plan. The City and Agency retain the right to approve or reject any such development plan(s) that in their judgment do not meet the development intent for the Project Area. The City and Agency may choose to solicit development through an RFP or RFQ process, through targeted solicitation to specific industries, from inquiries to the City, EDC Utah, and/or from other such references.

The City and Agency will ensure that all development conforms to this plan and is approved by the City. All potential developers may need to provide a detailed development plan including sufficient financial information to provide the City and Agency with confidence in the sustainability of the development and the developer. Such a review may include a series of studies and reviews including reviews of the Developers financial statements, third-party verification of benefit of the development to the City, appraisal reports, etc.

Any participation between the Agency and developers and property owners shall be by an approved agreement.

Reason for Selection of the Project Area

UTAH CODE §17C-5-105(I)

The Project Area is the last large piece of developable land within the Freeport Center. Lifetime Products currently resides in over 25 buildings within the Freeport Center. Building their new distribution facility in the Project Area will increase their current capacity and footprint in the Freeport Center, which will increase the tax base to the City, County and State of Utah.

Description of Physical, Social and Economic Conditions Existing in the Project Area

UTAH CODE §17C-5-105(J)

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Physical Conditions

The Project Area consists of approximately 37 acres of relatively flat, privately owned land as shown on the Project Area map.

Social Conditions

The Project Area experiences a lack of connectivity and vitality. There are few residential units and no parks, libraries, or other social gathering places in the Project Area. This is in line with the contemplated uses of the area surrounding the Project Area, as the Freeport Center is a manufacturing, warehouse and distribution facility.

Economic Conditions

The Project Area is within the vicinity of the Freeport Center. The Agency wants to encourage development within the Project Area that will directly benefit the existing economic base of the City.

UTAH CODE §17C-5-105(K)

Description of any Tax Incentives Offered Private Entities for Facilities Located in the Project Area

Tax increment arising from the development within the Project Area shall be used for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land and job-oriented incentives, desirable Project Area improvements, and other items as approved by the Agency. Subject to provisions of the Act, the Agency may agree to pay for eligible costs and other items from taxes during the tax increment period which the Agency deems to be appropriate under the circumstances. A cost benefit analysis will assist the Agency in making decisions about offering assistance.

In general, tax incentives may be offered to achieve the community reinvestment goals and objectives of this plan, specifically to:

- Foster and accelerate economic development;
- Stimulate job development;
- Promote the use of transit and the walkability of the area;
- Make needed infrastructure improvements to roads, street lighting, water, storm water, sewer, and parks and open space;
- Assist with property acquisition and/or land assembly; and
- Provide attractive development for high-quality tenants.

The Project Area Budget will include specific participation percentages and timeframes for each taxing entity. Furthermore, a resolution and interlocal agreement will formally establish the participation percentage and tax increment period for each taxing entity.

UTAH CODE §17C-5-105(2)

Anticipated Public Benefit to be Derived from the Community Development

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The Beneficial Influences upon the Tax Base of the Community

UTAH CODE §17C-5-105(2)(ii)(A)

The beneficial influences upon the tax base of the City and the other taxing entities will include increased property tax revenues, job growth, and housing opportunities. The increased revenues will come from the property values associated with new construction in the area, as well as increased land values that may occur, over time, in the area generally. Property values include land, buildings and personal property (machines, equipment, etc.).

Job growth in the Project Area will result in increased wages, increasing local purchases and benefiting existing businesses in the area. Job growth will also result in increased income taxes paid. Additionally, business growth will generate corporate income taxes.

There will also be a beneficial impact on the community through increased construction activity within the Project Area. Positive impacts will be felt through construction wages paid, as well as construction supplies purchased locally.

The Associated Business and Economic Activity Likely to be Stimulated

UTAH CODE §17C-5-105(2)(ii)(B)

Other business and economic activity likely to be stimulated includes increased spending by new and existing residents within the City and employees in the Project Area and in surrounding areas. This includes both direct and indirect purchases that are stimulated by the spending of the additional employees in the area.

Employees may make some purchases in the local area, such as convenience shopping for personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity of the workplace (assuming the services are available).

Efforts to Maximize Private Investment

UTAH CODE §17C-5-105(2)(B)

The agency has formed a partnership with the developers to realize the vision of this project area. It is anticipated that the expansion will require over $60,000,000 of private capital. Creating a CRA will act as a catalyst for the expansion.

But For Analysis

UTAH CODE §17C-5-105(2)(C)

Lifetime Products has other potential expansion locations. Due to the high land costs of the Freeport Center, expanding in Clearfield is more cost-prohibitive than the other locations. But for the creation of the CRA and the public participation, the expansion would likely not occur in the City. Furthermore, losing the expansion may have long term consequences, as Lifetime may move additional facilities currently in the Freeport Center. Lifetime has informed the City that without public participation, they will select another site for their expansion. Public participation will bring $2,175,705 of benefit to the taxing entities.

Cost/Benefit Analysis

UTAH CODE §17C-5-105(2)

The Project Area Budget will include specific participation percentages and timeframes for each taxing entity. Furthermore, a resolution and interlocal agreement will formally establish the participation percentage and tax increment period for each taxing entity. With this understanding, the following

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represents the benefits (revenues) and costs (expenditures) anticipated in the Project Area. As shown below, the proposed community reinvestment will create a net benefit to Clearfield City and the other taxing entities that participate in the Project Area.

TABLE 2: SOURCES OF TAX INCREMENT FUNDS

Entity	Percentage	Length	Total	NPV at 4%
Davis County	75%	15 Years	$597,472	$431,104
Davis County Library	75%	15 Years	112,719	81,332
Davis School District	75%	15 Years	2,270,873	1,638,542
Clearfield City	75%	15 Years	523,125	377,459
Weber Basin Water Conservancy District	75%	15 Years	52,163	37,638
Mosquito Abatement District – Davis	75%	15 Years	32,077	23,145
North Davis Sewer District	75%	15 Years	284,496	205,277
North Davis Fire District	75%	15 Years	354,346	255,677
Total Sources of Tax Increment Funds			$4,227,271	$3,050,175

TABLE 3: BENEFIT ANALYSIS FOR TAXING ENTITIES

Entity	Property Tax*	Franchise Taxes	Total Incremental Revenues
Davis County	$199,157	-	$199,157
Davis County Library	37,573	-	37,573
Davis School District	756,958	-	756,958
Clearfield City	174,375	766,615	940,990
Weber Basin Water Conservancy District	17,388	-	17,388
Mosquito Abatement District – Davis	10,692	-	10,692
North Davis Sewer District	94,832	-	94,832
North Davis Fire District	118,115	-	118,115
Total Revenue	$1,409,090	$766,615	$2,175,705

* Property Tax revenues include only the incremental value going to the entity. The contribution to the Agency is not included.

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EXHIBIT A: Legal Description of Lifetime Products CRA

Freeport Center 700 West Subdivision

Proposed Lot 2 Boundary Description

A part of the Southwest Quarter of Section 2, Township 4 North, Range 2 West, Salt Lake Base and Meridian:

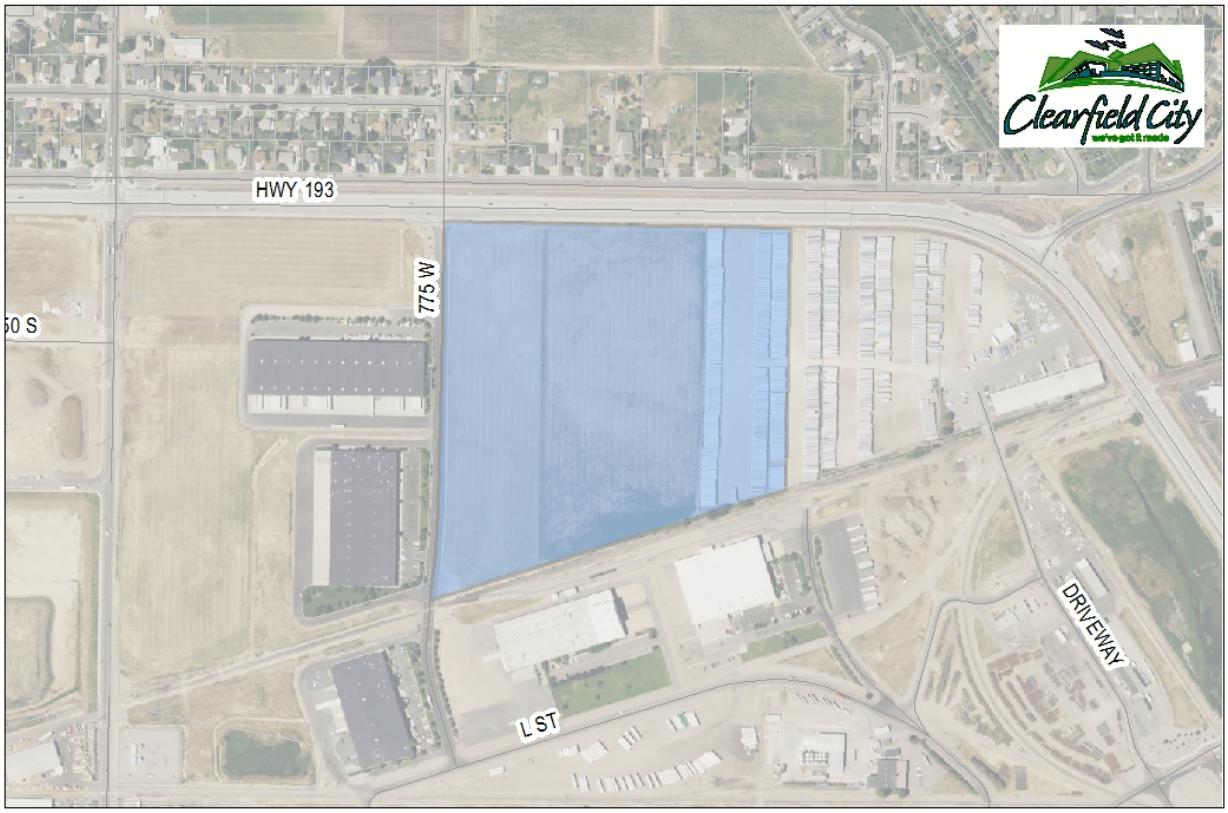
Beginning at a point on the South right of way line of Highway SR-193, said point is 1248.50 feet South 89°49'30" East (South 89°49'38" East by record) along the East-West Quarter Section Line; and 139.00 feet South 00°10'30" West from the West Quarter corner of said Section and running thence South 89°49'30" East (South 89°49'38" East by record) 1,400.20 feet along said South right of way line to the North-South Quarter Section line; thence South 00°11'45" West 924.26 feet along the said Quarter section line to the North line of the Union Pacific Railroad right of way; thence South 72°13'00" West (South 71°15' West by record) 1,495.03 feet along said North right of way line to the East right of way line; thence North 04°30'00" East 195.25 feet to a point of curvature; thence Northerly along the arc of a 2,671.76 feet radius curve to the left a distance of 201.68 feet (Central Angle equals 04°19'30", and Long Chord bears North 02°20'15" East 201.63 feet); thence North 00°10'30" East 989.04 feet to the POINT OF BEGINNING.

Containing 37.0733 acres, more or less.

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EXHIBIT B: Project Area Map

MAP OF PROPOSED PROJECT AREA BOUNDARIES



CLEARFIELD CITY LIFETIME CRA

Proposed CRA

0 275 550 1,100 Feet

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

EXHIBIT C: Parcel List

Taxable Property Schedule (2018)		
Parcel_ID	Owner	Acres
12-02-10034	Freeport Center Associates	37.07
Total		37.07

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DRAFT PROJECT AREA BUDGET

LIFETIME PRODUCTS
COMMUNITY REINVESTMENT AREA (CRA)

CLEARFIELD COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY, UTAH







AUGUST 2018

LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.
GATEWAY PLAZA BUILDING - 41 N. RIO GRANDE, STE 101 - SALT LAKE CITY, UT 84101
(P) 801-596-0700 - (TF) 800-581-1100 - (F) 801-596-2800 - WWW.LEWISYOUNG.COM

Table of Contents

TABLE OF CONTENTS 2
SECTION 1: INTRODUCTION 3
SECTION 2: DESCRIPTION OF COMMUNITY DEVELOPMENT PROJECT AREA 3
SECTION 3: GENERAL OVERVIEW OF PROJECT AREA BUDGET 4
SECTION 4: PROPERTY TAX INCREMENT 5
SECTION 5: COST/BENEFIT ANALYSIS 7
EXHIBIT A: PROJECT AREA MAP 8
EXHIBIT B: MULTI-YEAR BUDGET 9

Section 1: Introduction

The Clearfield Community Development and Renewal Agency (the "Agency"), following thorough consideration of the needs and desires of the City of Clearfield (the "City") and its residents, as well as understanding the City's capacity for new development, has carefully crafted the Project Area Plan (the "Plan") for the Lifetime Products Community Reinvestment Project Area (the "Project Area"). The Plan is the result of a comprehensive evaluation of the types of appropriate land-uses and economic development opportunities for the land encompassed by the Project Area which lies within the vicinity of the Freeport Center, generally to east of 775 and to the west and south of SR-193.

The Plan is envisioned to define the method and means of development for the Project Area from its current state to a higher and better use. The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. This **Project Area Budget** document (the "Budget") is predicated upon certain elements, objectives and conditions outlined in the Plan and intended to be used as a financing tool to assist the Agency in meeting Plan objectives discussed herein and more specifically referenced and identified in the Plan.

The creation of the Project Area is being undertaken as a community reinvestment project pursuant to certain provisions of Chapters 1 and 5 of the Utah Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area.

Section 2: Description of Community Development Project Area

The Project Area is in the vicinity of the Freeport Center and runs along the south side of SR-193, to the east of 775 W. Most of the land use in the project area is vacant. The Project Area is comprised of approximately 37 acres of property.

A map of the Project Area is attached hereto in **EXHIBIT A**.

Section 3: General Overview of Project Area Budget

The purpose of the Project Area Budget is to provide the financial framework necessary to implement the Project Area Plan vision and objectives. The Project Area Plan has identified that tax increment financing is essential to meet the objectives of the CRA Project Area. The following information will detail the sources and uses of tax increment and other necessary details needed for public officials, interested parties, and the public in general to understand the mechanics of the Project Area Budget.

Base Year Value

The Agency has determined that the base year property tax value for the Project Area will be the total taxable value for the 2017 tax year which is estimated to be $5,267,275. Using the tax rates established within the Project Area the property taxes levied equate to $74,274 annually. Accordingly, this amount will continue to flow through to each taxing entity proportional to the amount of their respective tax rates being levied.

Payment Trigger

Each Phase will have a fifteen-year (15) duration from the date of the first tax increment received by the Agency. The collection of tax increment will be triggered at the discretion of the Agency prior to March 1 of the tax year in which they intend to begin the collection of increment. The following year in which this increment will be remitted to the Agency will be Year 1, e.g., if requested prior to March 1, 2019, Year 1 of increment will be 2020. The first year of tax increment shall be determined by the Agency.

Projected Tax Increment Revenue – Total Generation

Development within the Project Area will commence upon favorable market conditions which will include both horizontal and vertical infrastructure and development. The Agency anticipates that new development will begin in the Project Area in 2018. The contemplated development will generate significant additional property tax revenue as well as incremental sales and use tax above what is currently generated within the Project Area.

Property Tax Increment will begin to be generated in the tax year (ending Dec 1st) following construction completion and Tax Increment will be paid to the Agency in March or April after collection. It is projected that property Tax Increment generation within the Project Area could begin as early as 2020 or as late as 2021. It is currently estimated that during the 15-year life of the Project Area Budget, property Tax Increment could be generated within the Project Area in the approximate amount of $5.64 million or at a net present value (NPV)[1] of $4.07 million. This amount is over and above the $1.11 million of base taxes that the property would generate over 15 years at the $74,274 annual amount it currently generates as shown in Table 4.1 below.

[1] Net Present Value of future cash flows assumes a 4% discount rate. The same 4% discount rate is used in all remaining NPV calculations. This total is prior to accounting for the flow-through of tax increment to the respective taxing entities.

Section 4: Property Tax Increment

Base Year Property Tax Revenue

The taxing entities are currently receiving - and will continue to receive - property tax revenue from the current assessed value of the property within the Project Area ("Base Taxes"). The current assessed value is estimated to be $5,267,275. Based upon the tax rates in the area, the collective taxing entities are receiving $74,274 in property tax annually from this Project Area. This equates to approximately $1,114,108 over the 15-year life of the Project Area.

TABLE 4.1: TOTAL BASE YEAR TO TAXING ENTITIES (OVER 15 YEARS)

Entity	Total	NPV at 4%
Davis County	$157,465	$116,717
Davis County Library	29,707	22,020
Davis School District	598,494	443,619
Clearfield City	137,871	102,193
Weber Basin Water Conservancy District	13,748	10,190
Mosquito Abatement District – Davis	8,454	6,266
North Davis Sewer District	74,980	55,577
North Davis Fire District	93,389	69,222
Total Revenue	**$1,114,108**	**$825,805**

Property Tax Increment Shared with RDA

All taxing entities that receive property tax generated within the Project Area, as detailed above, will share at least a portion of that increment generation with the Agency. All taxing entities will contribute 75% of their respective tax increment for 15 years. The City, County and the State will ***not*** contribute any portion of their incremental sales tax to implement the Project Area Plan. Table 4.2 shows the amount of Tax Increment shared with the Agency assuming the participation levels discussed above.

TABLE 4.2: SOURCES OF TAX INCREMENT FUNDS

Entity	Percentage	Length	Total	NPV at 4%
Davis County	75%	15 Years	$597,472	$431,104
Davis County Library	75%	15 Years	112,719	81,332
Davis School District	75%	15 Years	2,270,873	1,638,542
Clearfield City	75%	15 Years	523,125	377,459
Weber Basin Water Conservancy District	75%	15 Years	52,163	37,638
Mosquito Abatement District – Davis	75%	15 Years	32,077	23,145
North Davis Sewer District	75%	15 Years	284,496	205,277
North Davis Fire District	75%	15 Years	354,346	255,677
Total Sources of Tax Increment Funds			**$4,227,271**	**$3,050,175**

Uses of Tax Increment

Lifetime Products has other potential expansion locations. Due to the high land costs of the Freeport Center, expanding in Clearfield is more cost-prohibitive than the other locations. But for the creation of the CRA and the public participation, the expansion would likely not occur in the City. Furthermore, losing the expansion may have greater long-term circumstances, as Lifetime may move additional facilities currently in the Freeport Center.

The Agency will use 5% of the tax increment to administer the CRA. Most of the remaining tax increment collected by the Agency will be used to overcome the obstacles outlined above (85%). Including: offsetting certain on-site public infrastructure costs, development incentives, Agency requested improvements and upgrades, desirable Project Area improvements, and other redevelopment activities as approved by the Agency. The remaining 10% will go towards affordable housing, as required by the Act.

TABLE 4.3: USES OF TAX INCREMENT

Uses	Total	NPV at 4%
Redevelopment Activities	$3,593,180	$2,592,649
CRA Housing Requirement	422,727	305,017
Project Area Administration	211,364	152,509
Total Uses of Tax Increment Funds	**$4,227,271**	**$3,050,175**

A multi-year projection of tax increment is including in **EXHIBIT B**.

Total Annual Property Tax Revenue for Taxing Entities at Conclusion of Project

As described above, the collective taxing entities are currently receiving approximately $74,274 in property taxes annually from this Project Area. At the end of 15 years an additional $425,338 in property taxes annually is anticipated, totaling approximately $499,612 in property taxes annually for the area. "But for" the assistance provided by the RDA through tax increment revenues, this 573 percent increase in property taxes generated for the taxing entities would not be possible.

TABLE 4.4: TOTAL BASE YEAR AND END OF PROJECT LIFE ANNUAL PROPERTY TAXES

Entity	Annual Base Year Property Taxes	Annual Property Tax Increment at Conclusion of Project	Total Annual Property Taxes
Davis County	$10,498	$60,116	$70,614
Davis County Library	1,980	11,342	13,322
Davis School District	39,900	228,490	268,390
Clearfield City	9,191	52,636	61,827
Weber Basin Water Conservancy District	917	5,248	6,165
Mosquito Abatement District – Davis	564	3,228	3,791
North Davis Sewer District	4,999	26,625	33,624
North Davis Fire District	6,226	35,653	41,879
Total Revenue	**$74,274**	**$425,338**	**$499,612**

Section 5: Cost/Benefit Analysis

Additional Revenues

Other Tax Revenues

The development within the Project Area will also generate sales taxes, energy sales and use taxes for natural gas and telecommunications.

Table 5.1 shows the total revenues generated by the Project Area. This total includes the anticipated property tax increment and energy sales and use tax.

TABLE 5.1 TOTAL REVENUES

Entity	Property Tax	Franchise Tax	Total Incremental Revenues
Davis County	$769,629	-	$769,629
Davis County Library	150,292	-	150,292
Davis School District	3,027,830	-	3,027,830
Clearfield City	697,500	$766,615	1,464,115
Weber Basin Water Conservancy District	69,550	-	69,550
Mosquito Abatement District – Davis	42,769	-	42,769
North Davis Sewer District	379,328	-	379,328
North Davis Fire District	472,461	-	472,461
Total Revenue	**$5,636,361**	**$766,615**	**$6,402,976**

Additional Costs

The development anticipated within the Project Area will also likely result in additional general government, public works, and public safety costs. These costs, along with the estimated budget to implement the Project Area Plan, are identified below.

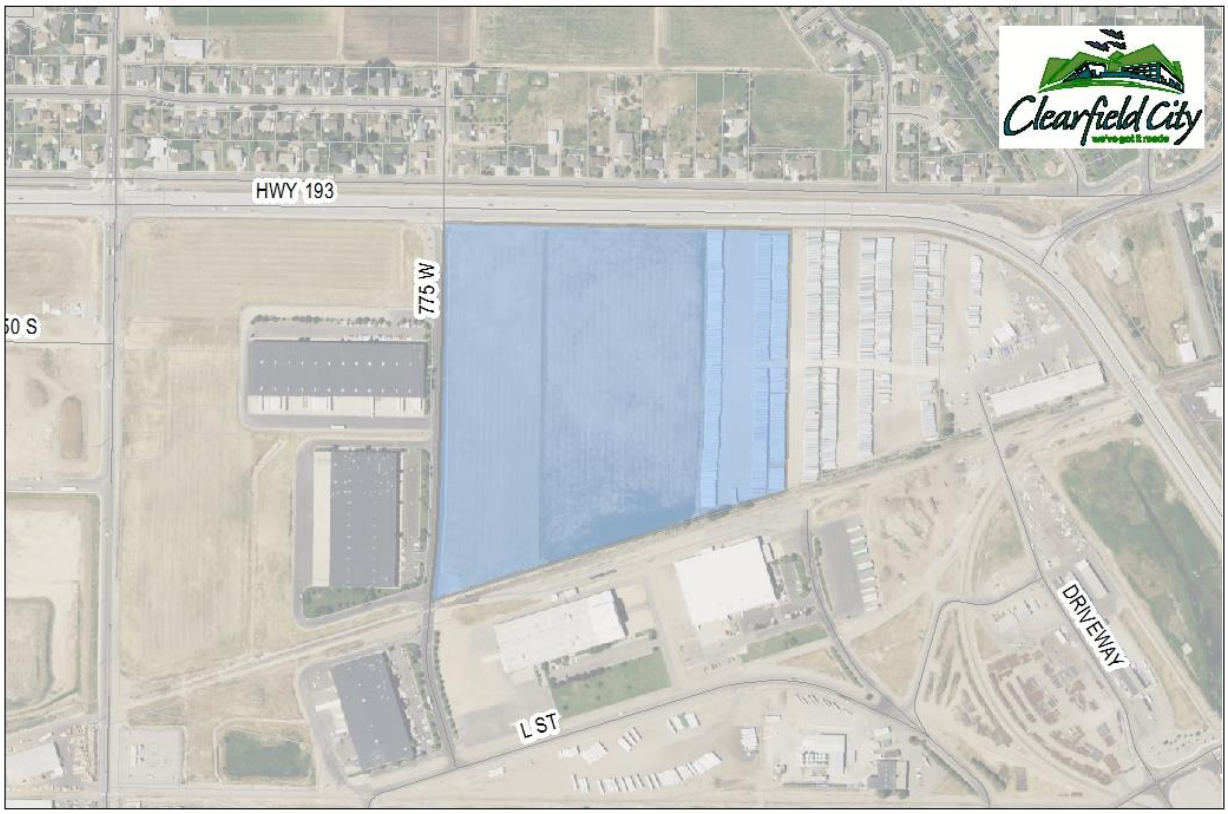
TABLE 5.2 TOTAL EXPENDITURES

Entity	CRA Budget	General Government	Public Works	Public Safety	Total Incremental Expenditures
Davis County	$597,472	$82,522	-	-	$679,994
Davis County Library	112,719	-[2]	-	-	112,719
Davis School District	2,270,873	63,423	-	-	2,334,296
Clearfield City	523,125	173,591	46,575	122,472	865,763
Weber Basin Water Conservancy District	52,163	8,549	-	-	60,712
Mosquito Abatement District – Davis	32,077	1,276	-	-	33,353
North Davis Sewer District	284,496	1,758	-	-	286,254
North Davis Fire District	354,346	23,087	-	-	377,433
Total Expenditures	**$4,227,271**	**$354,206**	**$46,575**	**$122,472**	**$4,750,524**

The total net benefit to the taxing entities of participating in the Project Area is $1,652,452, with the City's net benefit being $598,352.

[2] The Library's General Government expenditure is included in the County's $82,522 expense.

Exhibit A: Project Area Map



CLEARFIELD CITY LIFETIME CRA

Proposed CRA

0 275 550 1,100 Feet

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

Exhibit B: Multi-Year Budget

REDEVELOPMENT AGENCY OF CLEARFIELD
Lifetime Products Development
Increment and Budget Analysis

ASSUMPTIONS:	
Discount Rate	4.0%
Inflation Rate	2.5%

INCREMENTAL TAX ANALYSIS:	*Payment Year*	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034		
	Tax Year	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	TOTALS	NPV
Cumulative Taxable Value	*Year*	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15		
Building Value		$14,676,000	$14,676,000	$14,676,000	$14,676,000	$14,676,000	$23,848,500	$23,848,500	$23,848,500	$23,848,500	$23,848,500	$23,848,500	$23,848,500	$23,848,500	$23,848,500	$23,848,500		
Land Value		$2,737,920	$2,737,920	$2,737,920	$2,737,920	$2,737,920	$2,737,920	$2,737,920	$2,737,920	$2,737,920	$2,737,920	$2,737,920	$2,737,920	$2,737,920	$2,737,920	$2,737,920		
Personal Property Value		$2,201,400	$2,201,400	$2,201,400	$2,201,400	$2,201,400	$3,577,275	$3,577,275	$3,577,275	$3,577,275	$3,577,275	$3,577,275	$3,577,275	$3,577,275	$3,577,275	$3,577,275		
Total Assessed Value:		$19,615,320	$19,615,320	$19,615,320	$19,615,320	$19,615,320	$30,163,695	$30,163,695	$30,163,695	$30,163,695	$30,163,695	$30,163,695	$30,163,695	$30,163,695	$30,163,695	$30,163,695		
Value of Current Property		$5,267,275	$5,267,275	$5,267,275	$5,267,275	$5,267,275	$5,267,275	$5,267,275	$5,267,275	$5,267,275	$5,267,275	$5,267,275	$5,267,275	$5,267,275	$5,267,275	$5,267,275		
Less Base Year Value		$ (5,267,275)	$ (5,267,275)	$ (5,267,275)	$ (5,267,275)	$ (5,267,275)	$ (5,267,275)	$ (5,267,275)	$ (5,267,275)	$ (5,267,275)	$ (5,267,275)	$ (5,267,275)	$ (5,267,275)	$ (5,267,275)	$ (5,267,275)	$ (5,267,275)		
TOTAL INCREMENTAL VALUE:		$19,615,320	$19,615,320	$19,615,320	$19,615,320	$19,615,320	$30,163,695	$30,163,695	$30,163,695	$30,163,695	$30,163,695	$30,163,695	$30,163,695	$30,163,695	$30,163,695	$30,163,695		
TAX RATE & INCREMENT ANALYSIS:	2017 Rates																	
Davis County	0.001993	39,093	39,093	39,093	39,093	39,093	60,116	60,116	60,116	60,116	60,116	60,116	60,116	60,116	60,116	60,116	796,629	574,805
Davis County Library	0.000376	7,375	7,375	7,375	7,375	7,375	11,342	11,342	11,342	11,342	11,342	11,342	11,342	11,342	11,342	11,342	150,292	108,443
Davis School District	0.007575	148,586	148,586	148,586	148,586	148,586	228,490	228,490	228,490	228,490	228,490	228,490	228,490	228,490	228,490	228,490	3,027,830	2,184,722
Clearfield City	0.001745	34,229	34,229	34,229	34,229	34,229	52,636	52,636	52,636	52,636	52,636	52,636	52,636	52,636	52,636	52,636	697,500	503,279
Weber Basin Water Conservancy District	0.000174	3,413	3,413	3,413	3,413	3,413	5,248	5,248	5,248	5,248	5,248	5,248	5,248	5,248	5,248	5,248	69,550	50,184
Mosquito Abatement District - Davis	0.000107	2,099	2,099	2,099	2,099	2,099	3,228	3,228	3,228	3,228	3,228	3,228	3,228	3,228	3,228	3,228	42,769	30,860
North Davis Sewer District	0.000949	18,615	18,615	18,615	18,615	18,615	28,625	28,625	28,625	28,625	28,625	28,625	28,625	28,625	28,625	28,625	379,328	273,703
North Davis Fire District	0.001182	23,185	23,185	23,185	23,185	23,185	35,653	35,653	35,653	35,653	35,653	35,653	35,653	35,653	35,653	35,653	472,461	340,903
Totals:	0.014101	276,596	276,596	276,596	276,596	276,596	425,338	425,338	425,338	425,338	425,338	425,338	425,338	425,338	425,338	425,338	5,636,361	4,066,900
TOTAL INCREMENTAL REVENUE IN PROJECT AREA:		$276,596	$276,596	$276,596	$276,596	$276,596	$425,338	$425,338	$425,338	$425,338	$425,338	$425,338	$425,338	$425,338	$425,338	$425,338	$5,636,361	$4,066,900
PROJECT AREA BUDGET		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034		
Sources of Funds:		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	TOTALS	NPV
Property Tax Participation Rate for Budget																		
Davis County		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Davis County Library		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Davis School District		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Clearfield City		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Weber Basin Water Conservancy District		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Mosquito Abatement District - Davis		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
North Davis Sewer District		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
North Davis Fire District		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Property Tax Increment for Budget																		
Davis County		$29,320	$29,320	$29,320	$29,320	$29,320	$45,087	$45,087	$45,087	$45,087	$45,087	$45,087	$45,087	$45,087	$45,087	$45,087	$597,472	$431,104
Davis County Library		$5,532	$5,532	$5,532	$5,532	$5,532	$8,506	$8,506	$8,506	$8,506	$8,506	$8,506	$8,506	$8,506	$8,506	$8,506	$112,719	$81,332
Davis School District		$111,440	$111,440	$111,440	$111,440	$111,440	$171,367	$171,367	$171,367	$171,367	$171,367	$171,367	$171,367	$171,367	$171,367	$171,367	$2,270,873	$1,638,542
Clearfield City		$25,672	$25,672	$25,672	$25,672	$25,672	$39,477	$39,477	$39,477	$39,477	$39,477	$39,477	$39,477	$39,477	$39,477	$39,477	$523,125	$377,459
Weber Basin Water Conservancy District		$2,560	$2,560	$2,560	$2,560	$2,560	$3,936	$3,936	$3,936	$3,936	$3,936	$3,936	$3,936	$3,936	$3,936	$3,936	$52,163	$37,638
Mosquito Abatement District - Davis		$1,574	$1,574	$1,574	$1,574	$1,574	$2,421	$2,421	$2,421	$2,421	$2,421	$2,421	$2,421	$2,421	$2,421	$2,421	$32,077	$23,145
North Davis Sewer District		$13,961	$13,961	$13,961	$13,961	$13,961	$21,469	$21,469	$21,469	$21,469	$21,469	$21,469	$21,469	$21,469	$21,469	$21,469	$284,496	$205,277
North Davis Fire District		$17,389	$17,389	$17,389	$17,389	$17,389	$26,740	$26,740	$26,740	$26,740	$26,740	$26,740	$26,740	$26,740	$26,740	$26,740	$354,346	$255,677
Total Property Tax Increment for Budget:		$207,447	$207,447	$207,447	$207,447	$207,447	$319,004	$319,004	$319,004	$319,004	$319,004	$319,004	$319,004	$319,004	$319,004	$319,004	$4,227,271	$3,050,175
Uses of Tax Increment Funds:		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	TOTALS	NPV
Redevelopment Activities (Infrastructure, Relocation, Incentives, etc.)	85.0%	$176,330	$176,330	$176,330	$176,330	$176,330	$271,153	$271,153	$271,153	$271,153	$271,153	$271,153	$271,153	$271,153	$271,153	$271,153	$3,593,180	$2,592,649
CRA Housing Requirement	10.0%	$20,745	$20,745	$20,745	$20,745	$20,745	$31,900	$31,900	$31,900	$31,900	$31,900	$31,900	$31,900	$31,900	$31,900	$31,900	$422,727	$305,017
RDA Administration	5.0%	$10,372	$10,372	$10,372	$10,372	$10,372	$15,950	$15,950	$15,950	$15,950	$15,950	$15,950	$15,950	$15,950	$15,950	$15,950	$211,364	$152,509
Total Uses		$207,447	$207,447	$207,447	$207,447	$207,447	$319,004	$319,004	$319,004	$319,004	$319,004	$319,004	$319,004	$319,004	$319,004	$319,004	$4,227,271	$3,050,175
REMAINING TAX REVENUES FOR TAXING ENTITIES		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	TOTALS	NPV
Davis County		$9,773	$9,773	$9,773	$9,773	$9,773	$15,029	$15,029	$15,029	$15,029	$15,029	$15,029	$15,029	$15,029	$15,029	$15,029	$199,157	$143,701
Davis County Library		$1,844	$1,844	$1,844	$1,844	$1,844	$2,835	$2,835	$2,835	$2,835	$2,835	$2,835	$2,835	$2,835	$2,835	$2,835	$37,573	$27,111
Davis School District		$37,147	$37,147	$37,147	$37,147	$37,147	$57,122	$57,122	$57,122	$57,122	$57,122	$57,122	$57,122	$57,122	$57,122	$57,122	$756,958	$546,181
Clearfield City		$8,557	$8,557	$8,557	$8,557	$8,557	$13,159	$13,159	$13,159	$13,159	$13,159	$13,159	$13,159	$13,159	$13,159	$13,159	$174,375	$125,820
Weber Basin Water Conservancy District		$853	$853	$853	$853	$853	$1,312	$1,312	$1,312	$1,312	$1,312	$1,312	$1,312	$1,312	$1,312	$1,312	$17,388	$12,546
Mosquito Abatement District - Davis		$525	$525	$525	$525	$525	$807	$807	$807	$807	$807	$807	$807	$807	$807	$807	$10,692	$7,715
North Davis Sewer District		$4,654	$4,654	$4,654	$4,654	$4,654	$7,156	$7,156	$7,156	$7,156	$7,156	$7,156	$7,156	$7,156	$7,156	$7,156	$94,832	$68,426
North Davis Fire District		$5,796	$5,796	$5,796	$5,796	$5,796	$8,913	$8,913	$8,913	$8,913	$8,913	$8,913	$8,913	$8,913	$8,913	$8,913	$118,115	$85,226
Total		$69,149	$69,149	$69,149	$69,149	$69,149	$106,335	$106,335	$106,335	$106,335	$106,335	$106,335	$106,335	$106,335	$106,335	$106,335	$1,409,090	$1,016,725