

NORTH DAVIS FIRE DISTRICT
STATION 42 DEVELOPMENT AGREEMENT

This *Development Agreement* (“**Agreement**”) is made with respect to the Property, as identified below, by Clearfield City, a political subdivision of the State of Utah (“**City**”), and the North Davis Fire District (“**OWNER**”) hereafter referred to as the “Parties”.

RECITALS

A. The North Davis Fire District owns certain real property (“**Property**”) located at 88 E. Center Street (TIN: 12-756-0002), Clearfield, Davis County, Utah, within the municipal limits of the City, as more particularly described in **Exhibit A** attached hereto.

B. The Property is generally located to the southeast of the intersection of Main Street and Center Street.

C. Owner desires to redevelop the Property with a new fire station (“**Project**”).

D. In connection with the City’s approval of the site plan and other required approvals for the Project (collectively, the “**Approvals**”), the parties have agreed to certain terms and conditions regarding the use and development of the Property.

RESTRICTION

For valuable consideration, acknowledged and received, the parties agree as follows:

1. **Incorporation of Recitals.** The Recitals stated above are incorporated herein by this reference as a part of this Agreement.

2. **Project Improvements.** The parties agree that the Project will incorporate the following improvements and / or that the improvements within the Project will comply with the following terms and conditions:

a. **State Street Access Planted Median.** The Parties agree that the central most portion of the planted median located in the shared public access along State Street will be removed to accommodate vehicular access for fire apparatus and public parking. The redesign of the median will conform to the design outlined in **Exhibit B.** The lights within the central portion of the planted median will be relocated and placed at the ends of the two (2) remaining portions of the planted median.

b. **Clearfield Municipal and Justice Center Campus Architectural Columns and Landscaping.** The Parties agree that the existing six (6) architectural columns and

associated landscaping located along the access roundabout on the Property will be demolished and to be replaced with new landscaping installed as shown in Exhibit B.

c. Monument Sign. The Parties agree that the "Clearfield Municipal and Justice Center" monument sign located on the Property will be demolished and salvaged to Clearfield City. The construction of a new municipal campus sign on the Clearfield City Hall property will be designed and constructed at the expense of Clearfield City.

d. Detention Basin Landscaping. The Parties agree that the North Davis Fire District will assume all maintenance responsibilities for the detention basin landscaping located on the Property effective immediately.

e. Electrical, Communications, and Emergency Response Controls. The Parties agree that jointly used electrical, communications, and emergency response lines and controls will be preserved and maintained. All electrical lines and others not used by either party will be abandoned. The preservation and abandonment of this common infrastructure is shown on Exhibit C.

3. Downtown Form-Based Code (FBC) Modifications. The Parties agree that the following modifications to the FBC are necessary for the proper and orderly development and future use of the property as a Fire Station. The following two (2) modifications are agreed upon to address public safety and sight visibility along Center Street and to ensure the necessary hard surface for the fire station.

a. Maximum Impervious Coverage. As outlined in the FBC, civic buildings are permitted to have a maximum impervious site coverage of no greater than sixty percent (60%). Due to the nature and use of the site, the Project has been designed to have a maximum impervious coverage of seventy percent (70%). The parties agree to this modification as necessary for the development and future use of the property with large fire apparatus vehicles and equipment.

b. Commercial Street (Center Street) Street Trees. As outlined in the FBC, Center Street is designated as a Commercial Street and as such, street trees are required to be placed within the street buffer (park strip) between twenty feet (20') and forty feet (40') apart. With the fire apparatus bays facing onto Center Street, the parties agree that clear sight visibility for pedestrian and automobile safety is paramount and that street trees are not required to be planted within the street buffer along the Property frontage of Center Street.

c. Commercial Street (Center Street) Benches. As outlined in the FBC, Center Street is designated as a Commercial Street and as such, benches are required to be placed within the street buffer (park strip) every 200 feet. With the provision of the

plaza and seat walls at the corner of State Street and Center Street, the street benches are not required along Center Street. The seat walls, in the plaza meet the intent of the ordinance standard to provide public seating areas with street benches.

d. Ground Floor Transparency (State Street Frontage). As outlined in the FBC, Civic Buildings are required to have a ground floor transparency of 50% as measured between two feet and eight feet above grade. Due to the unique design of this building and the additional transparency provided to the ceiling of much of the State Street frontage, the project is providing a transparency amount of 48.3% (as measured along the entire front façade). This percentage and method of providing transparency meets the intent of the FBC and is allowed per this agreement.

e. Primary Building Materials (North Administration Elevation). As outlined in the FBC, each building façade must be constructed with 75% of primary materials outlined in code. The north administration elevation that faces the interior courtyard is constructed of 71% of primary building materials. To ensure consistency in design and acknowledging that this façade is not visible from a public right-of-way, the elevation is accepted as designed at the 71%.

f. Trees Per Acre. As outlined in the FBC, twenty trees are required for every one acre of project area. Due to the unique design and use of this facility the site is unable to meet this standard but is providing a sufficient number of trees as shown on the approved landscape plan that meet the intent of the code. At a minimum, twelve (12) on site trees will be provided in addition to the new street trees that will be provided along State Street.

4. Public Improvements. All public improvements, except those listed under item 3 of this agreement, are required to be constructed in accordance with standards set forth in the Vested Code and at the expense of the North Davis Fire District. This includes but is not limited to the streetscape improvements along State Street and Center Street. Following completion and dedication of any public improvements to the City, the City will own and maintain the same.

5. Scope of Obligation. Except as provided for in this Agreement or in the City Code, the Owner will have no obligation to construct any public infrastructure which is oversized or has capacity in excess of what is necessary to serve the needs of the Project. The development shall include the relocation/replacement of infrastructure that needs to be relocated to facilitate this development. To the extent the Owner is required to install such oversized or excess capacity infrastructure, then the Owner shall be reimbursed for the same to the fullest extent required or permitted under the City Code or the Utah Code (including, without limitation, the Utah Impact Fees Act, Utah Code § 11-36a-101, et seq.).

6. Run with the Land. This Agreement and the terms and conditions therein will run with the land and be binding on the Owner, and their respective successors, assigns, beneficiaries, and grantees. The Agreement will survive any subdivision of the Property and will apply in full force to each lot created on the Property.

7. Enforcement. This Agreement will be governed by the laws of the State of Utah. The Parties agree to the jurisdiction and venue of the state courts in the county where the Property is located to resolve any dispute arising from, or pertaining to, this Agreement. The City may enforce this Agreement against the Owner, and any successor, assign, beneficiary, or grantee having, or claiming, any interest in the Property.

8. Validity and Severability. If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

9. Amendments. This Agreement may be amended only in writing signed by the parties hereto.

10. No Joint Venture. This Agreement does not create, and shall not be construed to create, a joint venture by the parties and no separate government entity is established by this Agreement.

DATED the _____ day of _____ 2022.

OWNER

North Davis Fire District

By: _____

Name: _____

Title: _____

STATE OF UTAH)

ss:

COUNTY OF _____)

The foregoing Development Agreement was acknowledged before me this _____ day of _____, 2022, by _____ as the _____ of the North Davis Fire District.

[Seal]

NOTARY PUBLIC

CITY

CLEARFIELD CITY, a Utah municipality

By: _____

Name: _____

Title: _____

Attest:

City Recorder

STATE OF UTAH)

ss:

COUNTY OF _____)

The foregoing Development Agreement was acknowledged before me this ____
day of _____, 2022, by _____ as

_____ of Clearfield City and as _____ as City
Recorder.

[Seal]

NOTARY PUBLIC

EXHIBIT A

(Legal Description of Property)

ALL OF LOT 2, CLEARFIELD CITY MUNICIPAL CAMPUS SUBDIVISION. CONT.
1.42000 ACRES

EXHIBIT B
(Site and Landscape Plans)