CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
December 6, 2022 – 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.

55 South State Street
Third Floor
Clearfield, Utah

6:00 P.M. CITY COUNCIL WORK SESSION

Discussion on Renewal of the Contract with The Hiatt Group, LLC for Lobbying Services

Discussion on the Request For Proposal for Janitorial Services

Discussion on the Development Agreement with Lakeside Development Partners, LLC for the Lakeside Square Development Located at Approximately 325 through 375 South State Street

Discussion on City's Water System, Water Conservation, and Water Rates and Revenue Projections

*****ADJOURN THE CITY COUNCIL WORK SESSION *****

Dated this 1st day of December 2022.

/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 801-525-2714, giving her 48-hour notice.

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: JJ Allen, City Manager

MEETING DATE: December 6, 2022

SUBJECT: Lobbying services contract

RECOMMENDED ACTION

Discuss the effectiveness of lobbying efforts in 2022 and consider continuing with the City's current lobbyist, The Hiatt Group (Steve Hiatt).

DESCRIPTION / BACKGROUND

The lobbying services contract with The Hiatt Group, authorized in December 2021, concludes on December 31, 2022. It is proposed that the parties extend the contract for another 1-year term.

In his cover letter (attached), Mr. Hiatt describes the activities he performed on Clearfield's behalf in 2022. In particular, his efforts resulted in the award of a significant grant for Clearfield Station infrastructure. Mr. Hiatt also outlines his approach to the work and the lobbying goals for 2023.

It is the opinion of Staff that engaging a lobbyist is a worthy use of City resources. In some years, there will be a fiscal need that the lobbyist can help with (e.g. Clearfield Station). In other situations, there may be legislation or policy matters that the lobbyist can help to resolve or accomplish. Having a representative of the City at the State Capitol throughout the session (and in myriad other settings throughout the year, not necessarily on the Hill), helps to keep Clearfield's needs and perspective in the collective consciousness of the legislature. Especially because neither City Staff nor the Mayor or Councilmembers have enough disposable time to perform this function in-house, engaging a lobbyist to do so is a strategically sound approach.

FISCAL IMPACT

The FY23 budget already includes the cost of the lobbying contract ($4k per month).

HEDGEHOG ANALYSIS

20 (High Value / emphasize investment)

CORRESPONDING POLICY PRIORITY (OR PRIORITIES)

The services provided by a lobbyist could correspond to all three of the City's Policy Priorities:

- Providing Quality Municipal Services
- Improving Clearfield's Image, Livability and Economy
- Maintaining a Highly Motivated and Well-Trained Workforce

ALTERNATIVES

- Discontinue lobbying services. Doing so would reduce operating costs, but would also likely put Clearfield at a disadvantage when considering the potential (with a lobbyist) of securing funds for projects or advocating for legislation that is favorable to the City (or that minimizes what could be negative impacts of legislation).
- Explore engaging with a different lobbyist. In 2022, Mr. Hiatt was effective in accomplishing the primary goal we set (funding for Clearfield Station). He also was the most affordable of the different lobbying firms we contacted a year ago, and has guaranteed that we will be his only municipal client. In staff's opinion, there is no compelling argument to look elsewhere at this time.

SCHEDULE / TIME CONSTRAINTS

As mentioned, the current contract expires at the end of this calendar year. In order to keep traction with current efforts, it would be appropriate to immediately move forward the proposed renewal. Because the budget already includes this as a line-item, it is not necessary to place it on a policy session agenda for approval, so long as the Council is agreeable to proceeding as proposed.

LIST OF ATTACHMENTS

- Proposed 2023 approach to work and lobbying goals

Steve Hiatt

THE HIATT GROUP

Consultant | Agent | Lobbyist

2023 Lobbying Services Contract Extension With Clearfield City

---

To:

Mayor Mark Shepherd

Clearfield City Council Members

JJ Allen, Clearfield City Manager

Steve Hiatt

The Hiatt Group, LLC

697 North 240 East

Kaysville, UT 84037

Phone: 801.644.2464

Email: Steve@SteveHiatt.com

November 21, 2022

Mayor Mark Shepherd
Clearfield City Council Members
JJ Allen, Clearfield City Manager
55 S. State Street
Clearfield, UT 84015

Dear Mayor, Council Members, and Mr. Allen,

Thank you for the opportunity to serve as your legislative representative at the Utah Legislature for the 2022 Year.

I am pleased to report that we successfully met our goals, primarily to help secure funding for Clearfield Station. Through our efforts, Clearfield was able to secure $4 Million in legislative financing via the Governor's Office of Economic Opportunity.

We worked with legislative leadership and the Utah Department of Transportation to partner on additional project improvements related to Clearfield Station, which are now programmed to be completed and funded by existing UDOT projects.

We continually work with Davis County Government to utilize County ARPA dollars additional funding for Clearfield Station.

Please accept his letter as an official request to extend our Lobbying Services Agreement for 2023.

The terms of the agreement would remain the same, including keeping the fee the same as last year. Additionally, I will continue my previous commitment not to take on any city clients and keep Clearfield City as my exclusive municipal / city client.

During a recent meeting with Mayor Mark Shepherd, City Manager JJ Allen, and Assistant City Manager Summer Palmer, we discussed priorities for the 2023 Legislative Session and throughout the coming year.

I have attached a summary of those priorities to this letter. The attachment is not an exhaustive list of the items we will monitor and advocate for, but it will provide an overview of our primary focuses for 2023.

As always, please don't hesitate to contact me with any questions.

I look forward to advocating for my hometown again in 2023.

Sincerely,



Steve Hiatt
The Hiatt Group, LLC
Steve@SteveHiatt.com
801.644.2464

Clearfield City Contract Extension – The Hiatt Group

Approach to the Work - 2023

Working with State & County Government:

Over the past year, Clearfield City leadership has done an outstanding job demonstrating a commitment to its citizens and becoming a leader in addressing attainable housing in northern Utah.

We will continue to demonstrate that we can enhance Clearfield's role as a player and a leader in municipal government. By continuing to proactively engage legislators, the Governor's office, state officials, mayors and council members from other communities, county commissioners, county commissioners, the Utah League of Cities and towns, and the media, we can continue to fortify Clearfield City's reputation as a leader on innovations, efficiencies, and public demonstrations of fiduciary responsibility.

Continuing our innovative, strategic, and proactive engagement of policymakers is key to our success and earning the trust of state, county, and community leaders. The key is constant communication, knowledge, innovation, and integrity.

These opportunities to effectively tell the "Clearfield Story" have been vital in building a positive reputation and trust with leaders. I will continue to use my years of government experience and reputation to keep Clearfield City at the table in all state and local government discussions.

Communications

We've demonstrated that honest, factual information is crucial to assisting policymakers in making informed decisions.

Whether a new funding request or a legislative solution, I will coordinate with Clearfield City to maintain a strategic plan that involves personal and coordinated communication with all stakeholders.

We have demonstrated that constant updates, full disclosure, and arriving at every meeting well-versed in the goals and facts are critical.

In addition, I remain with a spot at the table in key circles of discussion, keeping an ear close to the ground on new considerations that arise and contemplating how potential legislation might impact Clearfield City.

Clearfield City Lobbying Goals - 2023

We will continue to provide dedicated and engaged services including, but not limited to, the following:

- Continue to act as Clearfield City's lobbyist and advocate on legislative matters before the Utah Legislature, the Utah Governor, Utah state administrative agencies, Utah state quasi-governmental agencies, and counties.
- Continue to supplement the efforts of Mayor Shepherd and City Staff in engaging with the Utah League of Cities and Town.
- Review all proposed legislation impacting Clearfield City and immediately report that information to city staff.
- Converse with policymakers and agency officials as needed to educate them about the impacts on Clearfield City and advocate for Clearfield City's best interests.
- Continue cultivating relationships with the legislators, other business leaders and potential allies, state agency employees, the Governor's office, and other individuals to advocate for Clearfield City effectively.
- Engage directly with Davis County Officials to help secure additional funding for Clearfield Station through Davis County ARPA funding or other innovative county funding options.
- Continue to engage with legislative leadership on ways to program state and federal funding that Clearfield City can apply to further supplement the efforts of Clearfield Station, including the possible construction of a parking structure.
- Become actively involved in the State Discussion on revamping the Justice Court System, ensuring that any state-wide changes do not significantly impact Clearfield City's process for administering a justice court.
- Identify possible funding solutions to assist Clearfield City in constructing additional maintenance buildings, including Public Works, Streets, and Fleet.
- Identify partnership and funding opportunities for critical utility projects throughout the city.
- Identify and advocate for state and local funding opportunities to assist in enhancing Lakeside Square / Mabey Ponds more timely.
- Engage with potential developers to find the highest and best use of developable land within Clearfield City by utilizing existing contacts for potential opportunities for the city.
- Proactively engage with UDOT and Legislative Leaders to identify where existing state transportation projects may be able to provide additional transportation improvements for the city.
- Engage with public service utility entities to ensure the timely development of crucial city projects is not delayed due to utility or telecom providers' unreasonable requests.
- Pursue legislation to close loophole challenges that make doing good city business challenging.

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Curtis Dickson

MEETING DATE: December 6, 2022

SUBJECT: Janitorial Services Proposal

I. RECOMMENDED ACTION

Discuss the award of proposal for the City's Janitorial Services to Calibr Cleaning for the Clearfield City Hall, Clearfield Community Arts Center, Clearfield Maintenance and Operation Center, and the Clearfield Aquatic and Fitness Center, with a proposal amount of $200,940 annually; with an additional $4,060 for additional non-contract cleanings for a total price of $205,000; and authorize the Mayor's signature to any necessary documents.

II. DESCRIPTION / BACKGROUND

The City's current contract for Janitorial Services will expire soon. Staff solicited bid proposals and received responses from five (5) qualified companies. The bid proposals range from $134,400 to $277,338.96 for annual janitorial services for the City's facilities (City Hall, Arts Center, Maintenance and Operations Center, Aquatic and Fitness Center. The current contract is for $150,000 annually.

The bid review committee has met, reviewed, scored and discussed the five (5) qualified bidders, and feel it is in the best interest of the City to Caliber Cleaning. The contract will be constructed to be a three (3) year contract with the City's option to continue the contract each year.

III. IMPACT

a. FISCAL

The fiscal impact will be an increased cost for janitorial services to the City by $55,000. Currently, the City budgets $150,000 annually for janitorial services. The new contracts would be a total of $200,940, plus the City would budget a few a thousand dollars above that for extra cleaning (i.e., after plays, weekend rentals, or other events).

IV. ALTERNATIVES

Alternatives would be to bring janitorial services in house instead of contracting these services, or award the bid to one contractor.

V. SCHEDULE / TIME CONSTRAINTS

The schedule for this item is to have the Mayor and Council approve the award for bid at the next City Council Policy Meeting. Contracts would then be signed and the awarded contractor start janitorial services in February.

VI. LIST OF ATTACHMENTS

Janitorial Services Bid Tabulation Sheets

DEVELOPMENT AGREEMENT

Dated the _____ day of December ____ 2022

By and Between

Clearfield City

and

Lakeside Development Partners, LLC

CLEARFIELD CITY DEVELOPMENT AGREEMENT

FOR

MIXED-USE DEVELOPMENT AT

325 – 375 STATE STREET, CLEARFIELD, UT

This Development Agreement (hereinafter "**Agreement**") is entered into on December ____, 2022, by and between Lakeside Development Partners, LLC or assigns ("**Developer**") and Clearfield City (hereinafter "**City**") (individually "**Party**" and collectively the "**Parties**") for the purpose of achieving various aims and objectives related to the redevelopment of 5.8 acres of the northern portion of the retail/commercial center known as Lakeside Square with the address of 325 through 375 State Street, Clearfield, UT (the "**Site**"). Attached hereto as **Exhibit 1** and incorporated by this reference is a site plan that depicts the proposed development of the Site.

RECITALS

A. Whereas the City has invested several years and significant funds into planning for the redevelopment and revitalization of its downtown core, as outlined in the Creating Downtown Clearfield Small Area Plan (2015) and the Downtown Clearfield Form-Based Code (2020) ("**FBC**").

B. Whereas in March 2022, an affiliate of Developer (the "**Property Owner**") purchased 10.5 acres of certain real property located within Clearfield City, which includes the 5.8 acres of the Site and a 4.7 acre parcel south of the site ("**4.7 Acre Parcel**").

C. Whereas in April 2022, the Property Owner purchased one additional acre of property near the Site and adjacent to the 4.7 Acre Parcel (the "**One Acre Parcel**")(together with the 4.7 Acre Parcel, the "**South Parcels**").

D. Whereas the Parties desire that the Site be developed in a unified and consistent fashion, pursuant to the provisions of the Urban Core Commerce (UC) zone of the **FBC** and as set forth in this Agreement and its exhibits.

E. Whereas Developer has submitted plans to the City detailing a six story (five story over podium), mixed-use project consisting of 296 residential units along with approximately 26,570 square feet of at-grade retail and commercial space and 485 surface parking spaces (the "**Project**"). See, **Exhibits 1** and **2**.

F. Whereas the Parties have worked together in good faith over the past several months to conceptualize the Project resolving issues related to roadways, building siting, infrastructure, recreation, civic open space, pedestrian, and community needs at and around the Site.

G. Whereas development of the Site, pursuant to this Agreement, is acknowledged by the Parties to be consistent with Utah's Land Use Development and Management Act and the City's applicable Urban Core Commerce (UC) zone designation, and shall benefit the City, Developer, and the public.

H. Whereas the Parties acknowledge that development of the Project pursuant to this Agreement will result in significant planning and economic benefits to the City and its residents by, among

other things, requiring orderly development of the Site, creating automotive and pedestrian connectivity, providing civic open space, increasing property tax, sales tax, and other revenues to the City.

I. Whereas development of the Site pursuant to this Agreement will also result in significant benefits to Developer by providing assurances to Developer that it will have the ability to develop the Site in accordance with this Agreement.

J. Whereas the Parties desire to allow for certain modifications from selected standards in the FBC for the Project at the Site. See, FBC Modification Table, attached hereto as **Exhibit 3**.

K. Whereas the Parties enter into this Agreement to memorialize and set forth the arrangements that each of the Parties agree are necessary to develop the Project in an efficient and effective manner.

L. Whereas, in the event Developer or the Property Owner develop the South Parcels, the Parties acknowledge that, except as specifically provided in this Agreement and the Exhibits attached hereto, this Agreement (including all modifications to the FBC) between the Parties is only applicable to the Site and that the existing FBC standards and requirements remain in place with respect to the South Parcels until such time an alternative agreement or written addendum to this Agreement specific to the South Parcels is reached between the Parties.

M. Whereas the City anticipates that the Project will be developed in a manner that projects a high-quality image and achieves the goals and objectives of the City's FBC design guidelines and applicable zoning ordinances.

N. Whereas the Developer will plan, design, construct and manage residential, retail, office, and other commercial components along with attendant open space, amenities, and parking.

O. Whereas the development of the Project pursuant to this Agreement is acknowledged by the Parties to be consistent with the Municipal Land Use, Development, and Management Act, as set forth in Title 10, Chapter 9a of the Utah Code, as amended; as well as with the City's land use ordinances as set forth in Title 11 of the Clearfield City Code.

P. Whereas the City can only be bound by action of the Clearfield City Council.

Q. Whereas the Parties have cooperated in the preparation of this Agreement.

R. Whereas the Parties desire to enter into this Agreement to specify the rights and responsibilities of Developer to develop the Site and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

NOW, THEREFORE, each of the Parties for and in consideration of mutual promises and other good and valuable consideration, does covenant and agree as set forth herein.

ARTICLE 1 - DEFINITIONS

The following capitalized terms have the meanings and content set forth in this Article 1, wherever used in this Agreement.

1.1 City
The term "**City**" means Clearfield City, a political subdivision of the State of Utah.

1.2 Design Development Plans
The term "**Design Development Plans**" are the plans provided to the City by the Developer as required by Clearfield City code for site plan review and subdivision and which have been realized to a design development level of design and depict the development of the Project on the Site and any Public Improvements to be installed in conjunction with the Project on the 4.7 Acre Parcel and any City property located adjacent thereto. Attached hereto as **Exhibit 4** are copies of the Design Development Plans.

1.3 Developer
The term "**Developer**" means Lakeside Development Partners, LLC, or any special purpose LLC that is managed by Lakeside Capital Group, LLC.

1.4 Private Improvements
The term "**Private Improvements**" means the improvements contemplated under this Agreement to be constructed or installed by the Developer on the Site, as more particularly described in **Exhibit 1** and **4** including all buildings/structures, together with all parking, internal drive lanes, internal sewer, internal water, internal storm sewer, internal curbs and gutters, internal sidewalks and landscaping on the Site, as required by City codes, rules and regulations; all of which are intended to be privately owned and maintained and which are specifically identified in the submitted civil drawings.

1.5 Public Improvements
The term "**Public Improvements**" means the improvements contemplated under this Agreement to be constructed or installed by the Developer off the Site, as more particularly described in **Exhibits 1** and **4** including all improvements in the State Street right-of-way including parking, drive lanes, sewer, water, storm sewer, curbs and gutters, sidewalks, and landscaping, as required by City codes, rules and regulations or by other jurisdictions with authority.

ARTICLE 2 – OBLIGATIONS

The Developer hereby agrees as follows regarding the construction, installation, and operation of Private and Public Improvements:

2.1 Developer
The Developer agrees, at its expense, to undertake the construction and installation of both Private and Public Improvements. The Developer shall construct and install all the Public and Private Improvements without expense to the City. The Developer shall prepare the Site for construction or installation of the Public and Private Improvements and construct and install said Public and Private Improvements in such a manner that the development shall meet applicable zoning, building, parking, landscaping, sign and other ordinances and regulations except for those modifications set forth in **Exhibit 3**. Further, the Developer shall have the sole responsibility for obtaining and securing all required funding for the construction or installation of the Public and Private Improvements.

In addition to those Private and Public Improvements set forth in **Exhibits 1** and **4**, the Developer and City agrees to the following:

a. Access Easement between Property Owner and City. Developer shall cause the

Property Owner to grant a public access easement, in perpetuity, for Waterfront Way. See, **Exhibit 5**.

b. Recreation Easement and Reciprocal Maintenance Agreement between Property Owner and City. Developer shall cause the Property Owner to grant a recreation easement, in perpetuity, for the Civic Open Space improvements and City and Developer agree to bifurcate the maintenance responsibilities associated with the Civic Open Space. See, **Exhibit 6**.

c. Parking and Access Easement between Developer and Property Owner. Developer shall cause the Property Owner to record a valid Parking and Access Easement at the Davis County Recorder's Office which provides for 149 dedicated off-premises parking spaces available to serve the residents and commercial tenants of the Project Site in perpetuity. See, **Exhibit 7**.

d. Construction and Maintenance Agreement between Developer and City. Developer shall enter into a Construction and Maintenance Agreement with respect to certain recreational and public improvements to be installed on City property located adjacent to the South Parcels ("**City Property**"). See, **Exhibit 8**.

e. Construction and Maintenance Agreement between Developer and Property Owner. Developer shall cause the Property Owner to enter into a Construction and Maintenance Agreement with respect to certain recreational and public improvements to be installed on the 4.7 Acre Parcel. See, **Exhibit 9**.

f. Temporary License Agreement between Property Owner and City. Developer shall cause the Property Owner to enter into a Temporary License Agreement for use of the recreational and public improvements to be installed on the 4.7 Acre Parcel pursuant to Section 2.1(e) above. See, **Exhibit 10**.

2.2 Civic Open Space Maintenance

The Parties agree to share in the ongoing maintenance of the Civic Open Space and other public improvements, as more fully set forth in the following:

a. Recreation Easement and Reciprocal Maintenance Agreement between Property Owner and City associated with the Civic Open Space. See, **Exhibit 6**.

b. Construction and Maintenance Agreement between Developer and City associated with the public improvements on the City Property. See, **Exhibit 8**.

c. Construction and Maintenance Agreement between Developer and Property Owner associated with the public improvements on the 4.7 Acre Parcel. See, **Exhibit 9**.

d. Aquascape Best Management Practices for Mabey Pond. See, **Exhibit 11**.

2.3 Future Public Improvements

The Parties agree that additional recreational and public improvements shall be installed in the event the Property Owner develops the South Parcels, as more fully set forth in the following:

a. Memorandum of Agreement between Property Owner and City. Developer shall cause

the Property Owner to enter into a Memorandum of Agreement and Notice of Memorandum of Agreement with respect to the construction and installation of additional recreational and public improvements in the event of development of the South Parcels. See, **Exhibits 12 and 13**.

ARTICLE 3 - CONSTRUCTION REQUIREMENTS, ETC.

3.1 Issuance of Permits

The Developer shall have the sole responsibility for obtaining all necessary permits and approvals to construct and install the Public and Private Improvements and shall make application for such permits and approvals directly to the City's Community Development Department, other appropriate agencies, departments, or jurisdictions with authority, as required. The Developer will be responsible for the payment of all impact and connection fees.

3.2 Times for Construction

The Developer agrees to use its reasonable business judgment to determine when to commence the development of the Site. Construction commencement depends on numerous factors outside of the control of developer. As such, the Project's Site Plan review documentation and attendant approvals shall expire two (2) years after their issuance. Developer can request two (2) twelve (12) month extensions if done in writing to the Zoning Administrator at least 30 days prior to the end of the initial two (2) year period or first extension.

3.3 Access to Site

The Public and Private Improvements shall be subject to inspection by representatives of the City. The Developer shall permit access to the Site by the City for purposes of inspection, and, to the extent necessary, to carry out the purposes of this and other sections or provisions of this Agreement. Inspections shall be made during reasonable business hours and shall be made in accordance with standard Project safety guidelines.

3.4 Certificate of Occupancy

As a condition precedent to receiving the Project's Certificate of Occupancy, the developer shall execute and record the easements and restrictive covenants attached hereto as **Exhibits 3c, 5, 6, and 7** with the Davis County Recorder's Office prior to the recordation of the Project plat.

ARTICLE 4 - MISCELLANEOUS PROVISIONS

4.1 The Developer further agrees to not discriminate against any person or group on any unlawful basis in the sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Site or any improvements erected or to be erected thereon, or any part thereof.

4.2 The Developer and City have approved various modifications to the FBC as set forth in **Exhibit 3**.

4.3 The Parties recognize that the Public and Private Improvements represented in the Design Development Plans represent Developer's best attempt to estimate project economics, infrastructure design, market dynamics, project sequencing, site layout, dwelling unit density, to achieve the City's goals and objectives. Both parties acknowledge that these development assumptions are subject to change due to

additional information such as further architectural and systems design, civil engineering, Utah Department of Transportation (UDOT) right of way requirements, and other conditions which are unknown at this moment. Minor changes to the Design Development Plans by the Developer may be approved, as authorized by the Downtown Clearfield Form-Based Code in Clearfield Municipal Code § 11-11G Chapter 11, Section 11.4.5.

4.4 A notice or communication under this Agreement, by a Party to the other Party, shall be considered delivered, if given in writing by personal service, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States mail, postage prepaid, certified, return receipt requested and addressed to such Party as follows:

In the case of a notice or communication to the City:

Clearfield City
Attn: City Recorder
55 South State Street
Clearfield, UT, 84015

With a copy to the City Attorney at the same address.

In the case of a notice or communication to the Developer:

Lakeside Development Partners, LLC
Attn: Chuck Cowley
46490 Admiralty Way, Fifth Floor
Marina del Rey, CA 90292

With a copy to:

Christensen & Jensen
Attn: Todd Weiler, Esq.
257 East 200 South Suite 100
Salt Lake City, UT 84111

Kirton McConkie
Attn: Xanna DeGooyer
50 East South Temple, Suite 400
Salt Lake City, UT 84111

Or, addressed in such other way in respect to a Party as that Party may, from time to time, designate in writing dispatched as provided in this Section.

4.5 Attachments/Recitals

All exhibits referred to in this Agreement as being attached, or to be attached, are incorporated herein and made a part hereof as if set forth in full and are binding upon the Parties to this Agreement.

4.6 Headings

Any titles of the several parts and sections of this Agreement are inserted for convenience of

reference only and shall be disregarded in construing or interpreting any of its provisions.

4.7 Successors and Assigns of Developer

This Agreement shall be binding upon the Developer and its successors and assigns. Where the term "Developer" is used in this Agreement, it shall mean and include the successors and assigns of the Developer.

4.8 Agreement to Run with the Land

The Parties agree that this fully executed Agreement is to run with the land of the Site and that this fully executed Agreement shall be recorded on the property of the Site with the Davis County Record's Office.

4.9 Mutual Drafting

Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.

4.10 No Waiver

Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

4.11 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

4.12 Attorney's Fees

In the event of a default hereunder, the defaulting Party agrees to pay all costs incurred by the other Party in enforcing this Agreement, including reasonable attorney's fees, whether by inhouse counsel or outside counsel and whether incurred through initiation of legal proceedings or otherwise.

4.13 Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

4.14 Entire Agreement and Amendments

This Agreement and all attachments thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties

4.15 Counterparts

This Agreement may be executed electronically and in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

4.16 Time

Time is of the essence of this Agreement and its attachments.

4.17 Authority

The Parties to this Agreement each warrant that they have the necessary authority to execute this Agreement.

[Signatures to Follow]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its behalf and the Developer has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

Lakeside Development Partners, LLC

_____ _____

Charles F. Cowley III
Authorized Signatory

Date

CLEARFIELD CITY

_____ _____

Tim Roper
Mayor Pro Tempore

Date

Attest:

_____

Nancy Dean, City Recorder

Approved as to form:

_____

City Attorney

TABLE OF EXHIBITS

Exhibit 1:	Site Plan
Exhibit 2:	Parking Plan
Exhibit 3:	Form Based Code Modification Table
Exhibit 3a:	Live Work Floor Plans and Locations
Exhibit 3b:	Street Block Network Diagram
Exhibit 3c:	Live Work Restrictive Covenant
Exhibit 4:	Design Development Plans
Exhibit 5:	Waterfront Way Public Access Easement between Property Owner and City
Exhibit 6:	Recreation Easement and Reciprocal Maintenance Agreement between Property Owner and City
Exhibit 7:	Parking and Access Easement between Property Owner and Developer
Exhibit 8:	Construction and Maintenance Agreement between Developer and City
Exhibit 9:	Construction and Maintenance Agreement between Developer and Property Owner
Exhibit 10:	Temporary License Agreement between Property Owner and City
Exhibit 11:	Aquascape Best Management Practices for Mabey Pond
Exhibit 12:	Memorandum of Agreement between Property Owner and City
Exhibit 13:	Notice of Memorandum of Agreement between Property Owner and City

Exhibit 1

Site Plan

CLEARFIELD CITY DEVELOPMENT AGREEMENT
FOR
MIXED-USE DEVELOPMENT AT
325 – 375 STATE STREET, CLEARFIELD, UT



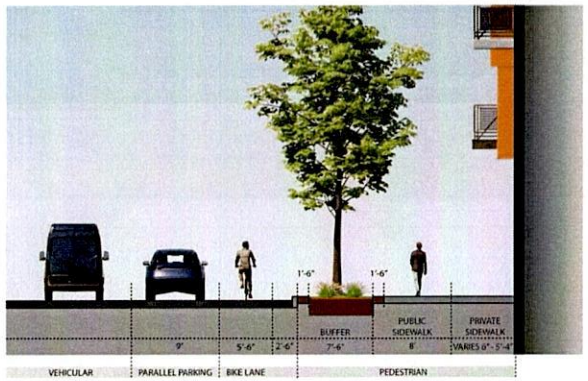
C1 SITE PLAN

Residential Units		Qty	Avg SF
Studios		5	470 SF
Jr. 1-Bed		100	662 SF
1-Bed		87	756 SF
1-Bed + Den		15	901 SF
2-Bed, 1 Bath		5	1056 SF
2-Bed, 2 Bath		84	1068 SF
	Total Residential	296	810 SF

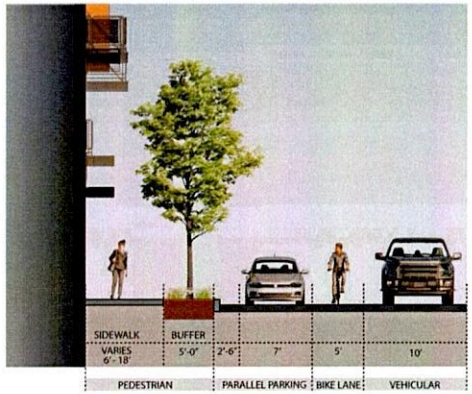
Commercial Square Footage	
Building 1	7,684 SF
Building 2	12,962 SF
Building 3	5,923 SF
Total Retail / Commercial	**26,569 SF**

Parking Requirements			
Parking Per Form Based Code			
Residential			
Studios & 1-Bed	1.15/unit	238	
2-Bed	1.725/unit	154	
		392	
Commercial			
Neighborhood Retail	2/1k SF	15	
Neighborhood Serv.	2/1k SF	15	
Neighborhood Serv./Retail L/W	2/1k SF	9	
Neighborhood Restaurant	7/1k SF	52	
Leasing Office	2/1k SF	2	
		93	
Total Parking Required per Code		**485**	
Provided Total Parking			
Surface Parking		182	
Covered Parking		82	
Detached Garages		38	
Waterfront Way		19	
State Street		15	
South Parcel Parking		149	
Total Parking Provided		**485**	

Open Space	
Civic Open Space per FBC	
Greenway Civic Open Space at Pond	16,448 SF
Open Waterbody Civic Open Space	10,950 SF
Provided Civic Open Space	**27,398 SF**
Required Civic Open Space (10% of Site)	25,483 SF
Additional Public Realm Provided by Developer	
Art Plaza Open Space	2,790 SF
Green Quad Open Space	1,919 SF
State Street Private Sidewalk	1,037 SF
Waterfront Way N Sidewalk and Parkway	5,473 SF
Waterfront Way Vehicular Area	21,940 SF
Waterfront Way S Sidewalk and Parkway	5,342 SF
Highway Dedication (Orig. P/L to New P/L - N WFW)	8,605 SF
Highway Dedication (Orig. P/L to New P/L - S WFW)	2,740 SF
Total Public Realm Space	**49,846 SF**
Total Civic Open and Public Realm Space	**77,244 SF**



A1 BUILDING 1 STREET SECTION



A3 BUILDING 2 STREET SECTION



A5 BUILDING 3 SITE SECTION

FFKR ARCHITECTS
730 Pacific Avenue · Salt Lake City, Utah 84104
O 801.521.6186 · FFKR.COM

Lakeside Apartments

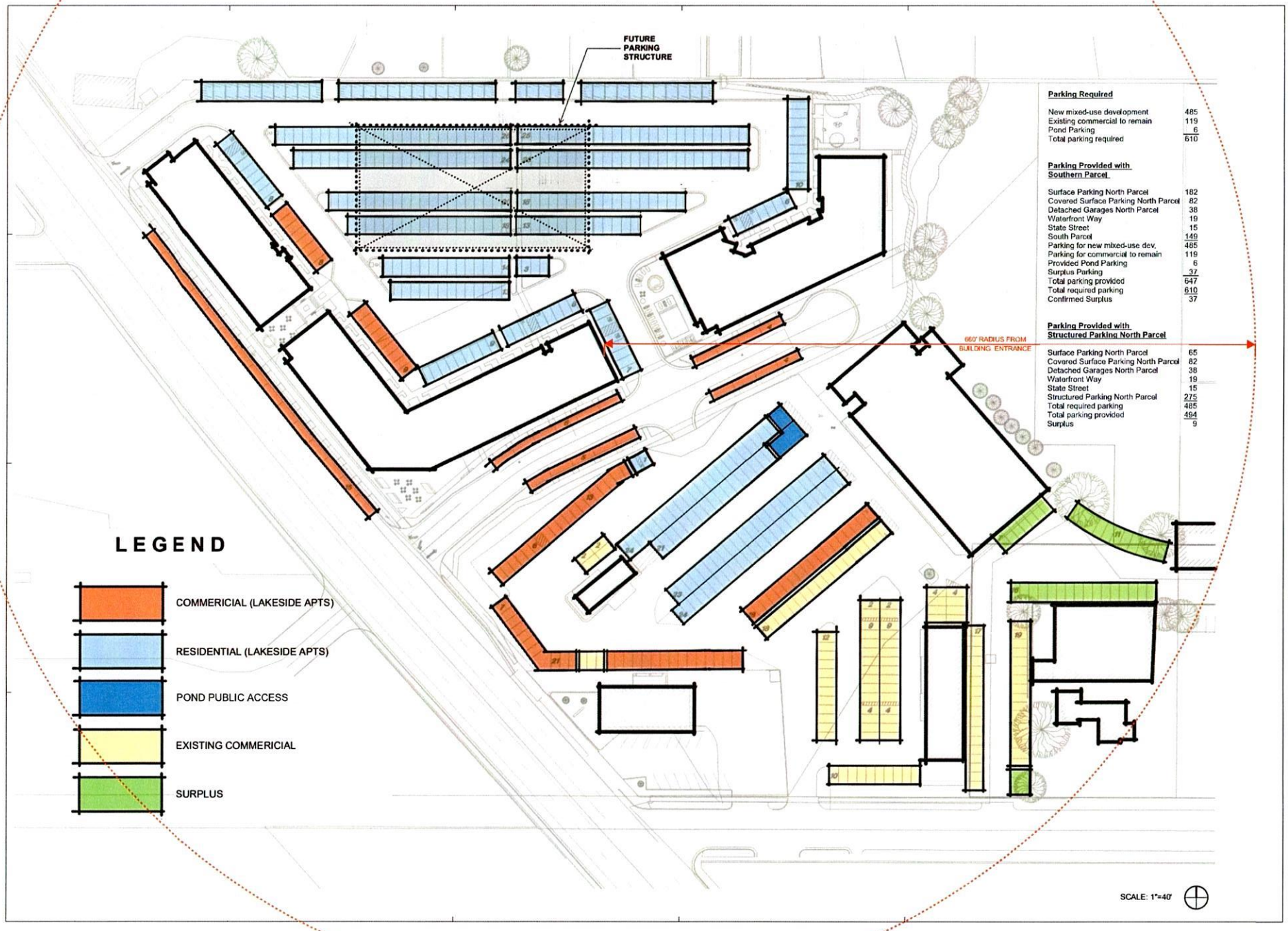
ARCH.
SITE PLAN

AS-1

Exhibit 2

Parking Plan

CLEARFIELD CITY DEVELOPMENT AGREEMENT
FOR
MIXED-USE DEVELOPMENT AT
325 – 375 STATE STREET, CLEARFIELD, UT



Parking Required

New mixed-use development	485
Existing commercial to remain	119
Pond Parking	6
Total parking required	610

Parking Provided with Southern Parcel

Surface Parking North Parcel	182
Covered Surface Parking North Parcel	82
Detached Garages North Parcel	38
Waterfront Way	19
State Street	15
South Parcel	149
Parking for new mixed-use dev.	485
Parking for commercial to remain	119
Provided Pond Parking	6
Surplus Parking	37
Total parking provided	647
Total required parking	610
Confirmed Surplus	37

Parking Provided with Structured Parking North Parcel

Surface Parking North Parcel	65
Covered Surface Parking North Parcel	82
Detached Garages North Parcel	38
Waterfront Way	19
State Street	15
Structured Parking North Parcel	275
Total required parking	485
Total parking provided	494
Surplus	9

FFKR ARCHITECTS
730 Pacific Avenue · Salt Lake City, Utah 84104
O 801.521.6186 · FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

SEAL

PROJECT #

DATE 8.25.22 STATUS

PARKING SITE PLAN

AS-1

Exhibit 3

Form Based Code Modification Table

CLEARFIELD CITY DEVELOPMENT AGREEMENT
FOR
MIXED-USE DEVELOPMENT AT
325 – 375 STATE STREET, CLEARFIELD, UT

FORM BASED CODE MODIFICATIONS TABLE

1. Mixed Use Building and Live-Work Units in the UC Zone (FBC 2.8.1)

FBC Standard(s)	Agreed FBC Modification(s)
FBC 2.8.1 Live-Work is considered residential, rather than mixed-use.	Developer shall be allowed to include Three (3) live-work units on the ground floor on Waterfront Way to be considered by the City as commercial, as depicted in **Exhibit 4a.** In exchange for this modification to the FBC, Developer agrees to: • Require the owner of each live-work unit to maintain a valid business license with the applicable regulatory entity(s). • Clearly define the intent of the live-work units within the Covenants, Conditions, and Restrictions ("CCR") of the development, which may include immediate or graduated sanctions, but under no circumstances allow for the use of live-work units to be out of compliance with the CCR's for more than ninety (90) days. See, **Exhibit 4c**.

2. Street and Block Network (FBC 4.0)

FBC Standard(s)	Agreed FBC Modification(s)
Street Block Network & Types • FBC 4.1(2), Applicability "The following lot, block, and street network requirements are applicable to all public and private rights-of-way in all zones and districts of Downtown Clearfield." • FBC 4.2, Street Types "The street network of Downtown Clearfield is comprised of a hierarchy of Street Types to support a diversity of building and frontage types, scales, and uses." • Figure 4.2(1), Street Hierarchy Diagram requires the following street block connectivity and street types: 1. A Commercial Collector Street that runs west to east that enters on the	*Waterfront Way* • Developer will construct Waterfront Way as a private street and, therefore, maintaining ownership and control, as depicted is **Exhibit 1,** In exchange for this modification to the FBC, Developer acknowledges and agrees to the following: o Except for construction, repair, maintenance, events, emergencies, or other such short-term occurrences, the private street, Waterfront Way, will always allow for the open and unfettered access of the public. See, **Exhibit 6**. o Developer shall construct Waterfront Way to the construction standards of a Commercial Collector Street as

FORM BASED CODE MODIFICATIONS TABLE

west side of the project site from State Street. 2. A Neighborhood Local Street is required to connect to the Commercial Collector Street described above, which is designed to run north to south and connect the north side of the project sight to Marilyn Drive. 3. A Neighborhood Local Street is required to connect to the Commercial Collector Street described above and run north to south and connect to another Neighborhood Local Street that runs west to east, connecting the project sight to 500 East. 4. A Neighborhood Local Street is required to connect to the Commercial Collector Street described above and run north to south, connecting the project site to 450 South.	set forth in Chapter 4 of the FBC. See, **Exhibit 1**. o Developer assumes the potential risk of future costs associated with the possible redesign and hard construction costs that may result from the connection of Waterfront Way to a future road, pedestrian path, or other such design requirements placed on the Developer that are intended to create connectivity of either pedestrians or automobiles between Waterfront Way and 450 South, if such connectivity is required in the future. *Street Network Connectivity to Marilyn Drive* • Developer will construct a pedestrian path connecting the north side of the project site to Marilyn Drive. The pedestrian path will remain open for public access as part of a recreational easement recorded against the property. See, **Exhibits 1** and **7**. • City releases Developer from the obligation to construct the north side of the project site to Marilyn Drive, as depicted in the Street Block Network within Chapter 4 of the FBC. See, **Exhibit 4b**. *Street Network Connectivity to 500 East* City releases Developer from the obligation to construct the east side of the project site to 500 East, as depicted in the Street Block Network within Chapter 4 of the FBC. See, **Exhibit 4b**. *Street Network Connectivity to 450 South* At this time, the parties acknowledge that there is no modification to the obligation of a future development to construct the anticipated street network connecting Waterfront Way to 450 South, as depicted in the Street Block Network within Chapter 4 of the FBC. See, **Exhibit 4b**.

FORM BASED CODE MODIFICATIONS TABLE

Cul-de-Sac Streets • FBC 4.3.2(3)(c) "The vehicular and pedestrian realm of the cul-de-sac shall follow the cross-section standards for the Neighborhood Street type (see Chapter 5.0). The remaining center of the cul-de-sac shall be landscaped and function as a curbed bioswale."	*Waterfront Way Cul-de-Sac Landscape* City releases Developer from the obligation of FBC 4.3.2(3)(c) based upon the design of Waterfront Way to allow for the periodic use of the cul-de-sac as a public plaza area, as depicted in **Exhibit 1**.
• FBC 4.3.2(3)(c) "A pedestrian sidewalk connection shall be provided from the cul-de-sac to the next closest street or pedestrian right-of-way."	*Waterfront Way Pedestrian Connection* City acknowledges that the obligation of FBC 4.3.2(3)(d) has been satisfied based upon the design of the Site that provides for connection to Waterfront Way via the pedestrian path connecting the north side of the project site to Marilyn Drive. See, **Exhibit 1**.

3. Urban Core Arterial (State Street) Improvements

FBC Standard(s)	Agreed FBC Modification(s)
FBC 5.11 Bicycle Facilities. 7.5' Protected Bike Lanes (2' buffer; 5.5' travel lane) required between outside travel lane and curb and gutter. Pedestrian Realm. (a) Pedestrian Facilities. Minimum 8' wide clear sidewalk. (b) Street Buffer. Minimum 7.5' hardscape.	Developer shall construct the Urban Core Arterial (State Street) Improvements as follows and as shown in **Exhibit 1**: (a) 9' Wide On-Street Parallel Parking on outside of travel lane. (b) 5.5'Bike Lane between the on-street parking and the curb and gutter. (c) 2.5' Curb and Gutter (d) 7.5' Street Buffer (e) 8' Pedestrian Sidewalk

4. Mixed Use Building Location in UC Zone (FBC 6.3.3 & 6.4(1))

FBC Standard(s)	Agreed FBC Modification(s)
FBC 6.4(1) Multiple principal buildings are not permitted.	Developer shall construct three principal buildings. See, **Exhibit 1**.
FBC 6.4(1) Front Build-to-Zone is 0' to 5'	Developer shall construct the project with an approximate setback from the project site's property line along State Street and Waterfront Way ranging from approximately 0' to 17'. See, **Exhibit 1**.
FBC 6.4(1) Front Build-to-Zone with Plaza or Porte Cochere is 0' to 25'	Developer shall construct an art plaza at the corner of State Street and Waterfront Way, creating an approximate 50' setback from the project site's property line. See, **Exhibit 1**.

FORM BASED CODE MODIFICATIONS TABLE

FBC 6.4(1) Corner Build-to-Zone is 0' to 5'	Developer shall construct an art plaza at the corner of State Street and Waterfront Way, creating an approximate 70'setback from the project site's property line. See, **Exhibit 1**.
FBC 6.4(1) Occupation of Corner is required	City releases the Developer from occupying the corner based on the construction of an art plaza at the corner of State Street. See, **Exhibit 1**.
FBC 6.3 & 6.4(1) Front Property Line Coverage is required to be 90%	Developer shall be allowed a reduction to 80% Front Property Line Coverage based on the construction of the buildings, as depicted in **Exhibit 1**.

5. Mixed Use Building Massing in UC Zone (FBC 6.3.4 & 6.4(1))

FBC Standard(s)	Agreed FBC Modification(s)
FBC 6.4(1) Building Stepback of 10' at the top of 4th story is required.	Developer is released of the obligation to provide a step back at the top of the 4th story based on the construction of the buildings, as depicted in **Exhibits 1** and **5**.
FBC 6.4(1) Building Massing requires a ground story minimum height of 12' and a maximum height of 30' with upper stories required to be a minimum of 9' and a maximum of 14'.	Based on the change in grade at the Project Site, Developer is released of the obligation to provide the required minimum and maximum heights on the ground floor. All remaining stories within the development shall comply with the minimum and maximum heights, as defined in the FBC. See, **Exhibit 5**.

6. Mixed Use Building Street Façade in UC Zone (FBC 6.3.5 & 6.4(1))

FBC Standard(s)	Agreed FBC Modification(s)
FBC 6.3.5(2) Vertical Façade Divisions. The use of a vertically oriented expression line or form to divide the facade into increments no greater than the dimension shown, as measured along the base of the facade. Elements may include a column, pilaster, or other continuous vertical ornamentation a minimum of one and one- half inch depth.	Developer is released of the obligations set forth in FBC 6.3.5(2) based on the design of the buildings, as depicted in **Exhibit 5**.
FBC 6.4(1) Vertical Façade Divisions are required every 25' of façade width.	Developer is released of this obligation set forth in FBC 6.4.1(1) based on the design of the buildings, as depicted in **Exhibit 5**.
FBC 6.3.5(3) Horizontal Façade Divisions. The use of a horizontally oriented expression line or form to divide portions of the facade into	Developer is released of the obligations set forth in FBC 6.3.5(3) based on the design of the buildings, as depicted in **Exhibit 5**.

horizontal divisions. Horizontal façade divisions required within 3 feet of the top of the ground story and at the top of the highest story. Elements may include a cornice, belt course, molding, string courses, or other continuous horizontal ornamentation a minimum of one-and-a-half-inch depth. A change in architectural material should also be articulated with a horizontal facade division element.	

7. Mixed Use Building Fenestration in UC Zone (FBC 6.3.6 & 6.4(1))

FBC Standard(s)	Agreed FBC Modification(s)
FBC 6.3.6 and 6.4.1 The principal entrance location is required to be located on the front of the façade.	Developer shall construct all retail/commercial entrances on the buildings front façade and be released of the obligation to construct residential entrances on the front façade based on the construction of the buildings, as depicted in **Exhibits 1** and **5**.
FBC 6.4(1) The required number of street entrances is one per each 75' of façade.	Developer is released of this obligation set forth in FBC 6.4.1(1) based on the construction of the buildings and uses proposed, as depicted in **Exhibits 1** and **5**.

8. Mixed Use Building Uses in Urban Corridor (UC) Zone (FBC 6.3.7, 6.4(1), and 3.3(2))

FBC Standard(s)	Agreed FBC Modification(s)
FBC 6.3.7 and 6.4.1 Permitted uses on the ground floor are limited to retail, service, and office.	Developer shall be allowed to include along Waterfront Way the project leasing office, community room, pool, and three (3) live-work units, as depicted in **Exhibit 4a**.
FBC 6.4(1) The required occupied space on all full floors on the ground story are required to be 40' deep.	Developer is released of this obligation set forth in FBC 6.4.1(1) based on the design of the buildings and uses proposed, as depicted in **Exhibits 1** and **5**.

9. Mixed Use Building Windows and Trim in the UC Zone (FBC 6.13.5)

FBC Standard(s)	Agreed FBC Modification(s)
FBC 6.13.5 All upper story window shall be detailed with rim or molding at least four inches in width. Additionally, all upper story windows shall incorporate at least one of the following accent details:	Developer shall be released from the obligation of the four (4) inch or greater window or molding trim and will instead provide the required design of the windows with mullions and/or transoms and recess windows that are a minimum of two (2) inches. See, **Exhibit 5**.

FORM BASED CODE MODIFICATIONS TABLE

(a) Mullions and/or Transoms; (b) Shutters or canopies proportional to window size; (c) Recessed inset of at least two inches from the façade; (d) Lintel and/or sill detail	

10. General Landscaping Requirements (FBC 7.2.2(1)(a) and 7.2.3(1))

FBC Standard(s)	Agreed FBC Modification(s)
FBC 7.2.2(1)(a)) Tree Requirements: 20 trees are required per 1 acre of project. Street trees do not count toward this requirement.	Developer shall include a minimum of (12) trees per 1 acre rather than be required to plant twenty (20) trees per 1 acre of the project based on the construction of the project site, as depicted in **Exhibit 5**.
FBC 7.2.3(1) Plant material shall be placed around the perimeter of the building footprint in a five (5) foot minimum planting strip except for entrances, utilities and where setbacks are less than five feet. For setbacks less than five feet plant materials shall be placed around the perimeter of the building footprint in a planting strip the dimension of the setback unless no setback exists.	Developer shall be released from the obligations set forth in FBC 7.2.3(1) based on the design of the project site, as depicted in **Exhibits 1** and **5**.

11. District Transition Buffer (FBC 7.3 and Table 7.3)

FBC Standard(s)	Agreed FBC Modification(s)
FBC 7.2.2(1)(a)) Intent: to minimize the impact that one zoning district may have on a neighboring district and to provide a transition between districts.	Based on the design of the project site, as depicted in **Exhibit 1**, the City affirms that the construction of the single-story accessory structures (garages) at the northernmost property line of the project site is meets the intent of the FBC's District Transition Buffer and table 7.3 of the FBC.

12. Interior Parking Lot Landscape (FBC 7.5)

FBC Standard(s)	Agreed FBC Modification(s)
FBC 7.5 Interior parking lots are required to have 5' wide center medians, and landscape islands are required after every ninth (9^{th}) parking space	Developer shall be released from the obligations set forth in FBC 7.5 based on the construction of the project site, as depicted in **Exhibits 1** and **5**.

for rows of parking that are greater than twelve (12) parking stales in length.	

13. Civic Open Space (FBC 8.2.3(1))

FBC Standard(s)	Agreed FBC Modification(s)
FBC 8.2.3(1) For all developments 5 acres in size and larger, 10% of the total lot size shall be provided as Civic Open Space. The developer shall work with Clearfield City to determine the best Civic Open Space and best location for the Civic Open Space. The developer shall construct the Civic Open Space to the standards and requirements of the Civic Open Space type and dedicate it to the city upon completion.	Developer and the City agree that the Civic Open Space at the project site (see, **Exhibit 1**) will be dedicated to the City in the form of a recreation easement that outlines the civic open space and the obligations of parties in perpetuity. See, **Exhibit 7.**

14. Parking (FBC 9.2.1)

FBC Standard(s)	Agreed FBC Modification(s)
FBC 9.2.1 (3) Private Off-Premises Parking. Where private off-site parking facilities are approved, such facilities shall be in the same possession as the property occupied by the building or use to which the parking facilities are necessary. (a) Such possession may be either by deed or lease, guaranteeing availability of the parking commensurate with the use served by the parking. (b) The agreement providing for the use of off-site parking, executed be the parties involved, shall be in a form approved by the City Attorney and filed with the Zoning Administrator. (c) The deed or lease shall require the owner to maintain the required number of parking facilities for the duration of the use served or of the deed or lease, whichever shall terminate sooner. (d) Location of Parking. Any off-premise parking must be within 660 feet (1/8 mile) from the entrance of the use to the closest parking space measured along a dedicated public or private pedestrian path.	*Private Off-Premises Parking* • Developer shall be allowed to construct 149 off-premises parking spaces to accommodate the parking needs for the mixed-use at the Site. See, **Exhibit 3**. In exchange for this modification to the FBC, Developer acknowledges and agrees to the following: o Developer shall record a valid Parking and Access Easement that runs with the off-premises land to ensure that the 149 off-premises parking spaces are available to serve the residents and commercial tenants of the Project Site in perpetuity. See, **Exhibit 8**. o The City agrees that the Parking and Access Easement may be terminated upon the issuance of a temporary certificate of occupancy associated with a parking structure being constructed at the Project Site that accommodates, at a minimum,

	the 149 off-premises parking stalls being allowed for herein and the surface spaces displaced by the parking structure. *On-Street Commercial Parking* • The City shall count the on-street parking on Waterfront Way and the section of State Street that abuts the Site towards the minimum parking requirements of the FBC, as reflected in **Exhibit 8**. In exchange for this modification to the FBC, Developer acknowledges and agrees to the following: o Developer shall install, maintain, and enforce signage prohibiting the residential use of the commercial on-street parking stalls indicated on **Exhibit8** that are to count towards Developers minimum parking requirements.

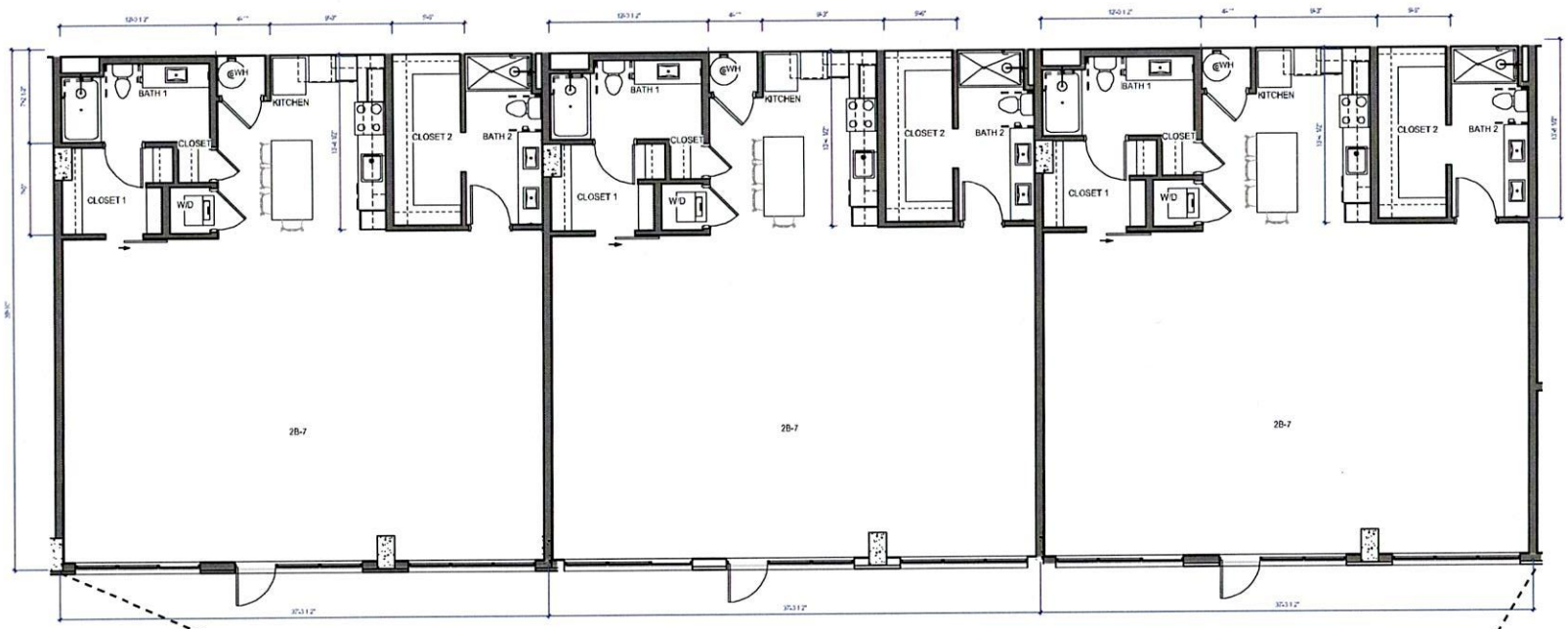
15. Signage Table 10.2(1)

FBC Standard(s)	Agreed FBC Modification(s)
FBC 10.2(1) The permitted quantity of signage in the UC zone is three (3) square feet per one (1) linear foot of lot width with a maximum of one-hundred (100) square feet.	Based on the design of the project site, as depicted in **Exhibits 1** and **5**, Developer is released from the obligations set forth in FBC 10.2(1) and may instead include signage on the project site that is three (3) square feet per one (1) linear foot of lot street frontage on State Street and Waterfront Way with no maximum. Based on the design of the project site, as depicted in **Exhibit 5**, Developer is released from the obligations set forth in FBC 10.2(1) and may include wall signage on one or more of the building's facades that are individually up to four (4) feet tall and with a maximum area of one hundred seventy-five (175) square feet each.

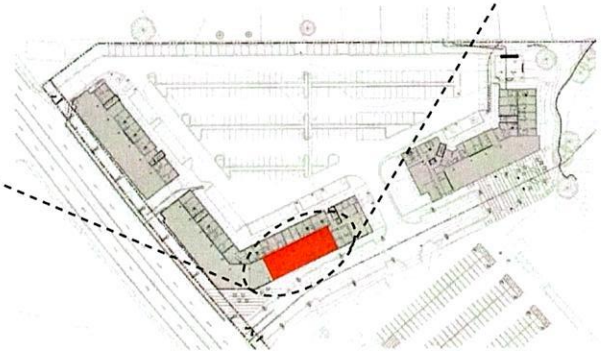
Exhibit 3a

Live Work Floor Plans and Locations

CLEARFIELD CITY DEVELOPMENT AGREEMENT
FOR
MIXED-USE DEVELOPMENT AT
325 – 375 STATE STREET, CLEARFIELD, UT



C1 ENLARGED LIVE / WORK PLAN



A4 SITE PLAN

FFKR ARCHITECTS
720 Pacific Avenue • Salt Lake City, Utah 84104
o 801.521.6580 • FFKR.COM

Lakeside Apartments

LIVE/
WORK
ENLARGED
PLAN

Exhibit 3b

Revised Street Block Network Diagram

CLEARFIELD CITY DEVELOPMENT AGREEMENT
FOR
MIXED-USE DEVELOPMENT AT
325 – 375 STATE STREET, CLEARFIELD, UT



Figure 4.2 (1). Street Hierarchy Diagram.

Exhibit 3c

Live Work Restrictive Covenant

CLEARFIELD CITY DEVELOPMENT AGREEMENT
FOR
MIXED-USE DEVELOPMENT AT
325 – 375 STATE STREET, CLEARFIELD, UT

When recorded mail to:

_____

_____

_____

For information purposes only:
A Portion of Tax Parcel No. _____

(Space above this line for Recorder's use only.)

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (this "**Declaration**") is made this ___ day of _____, 2022 by BERTRAM M. BERNS and BARBARA C. BERNS, Trustees of the BERNS FAMILY TRUST DATED APRIL 23, 1998, as to an undivided eighty-seven and 22/100 percent (87.22%) interest, and BERTRAM M. BERNS, Trustee under that certain DECLARATION OF TRUST DATED FEBRUARY 9, 1969, as to an undivided twelve and 78/100 percent (12.78%) interest, as tenants in common (collectively "**Declarant**"), in contemplation of the following facts and circumstances:

A. Declarant is the owner of certain real property covering approximately 6 acres in Clearfield, Utah (the "**City**") as described in **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**"), which Declarant is developing as a commercial, residential and mixed-use development (the "**Project**").

B. The Project includes three units as depicted on **Exhibit B** attached hereto and incorporated herein by reference (the "**Units**"), which Declarant intends to be developed and used for the construction and occupancy of live/work units where the units will be used as both a place of business and a residence (a "**Live/Work Dwelling**"), which will complement and integrate well with Declarant's intended development of the remainder of the Project.

C. Declarant desires to restrict the use of the Units as set forth herein.

NOW THEREFORE, it is hereby declared as follows:

1. **Restrictive Covenant**. The area that encompasses the Units shall be used for the sole purposes of the construction and occupation of Live/Work Dwellings or commercial/retail space. At no time shall the Units be used solely for residential purposes (the "**Restrictive Covenant**").

2. **Enforcement of Restrictive Covenant**. Declarant, any party to whom Declarant may assign the rights granted under this Declaration, or the City shall have the authority to enforce the Restrictive Covenant against any person or persons violating or attempting to violate the same and may enter proceedings at law or in equity to restrain

a violation of the Restrictive Covenant and to recover damages for the breach or violation thereof. A violation of the Restrictive Covenant may result in immediate irreparable harm for which monetary damages alone are not adequate.

3. **Duration**. The Restrictive Covenant shall run in perpetuity from the date of recordation of this Declaration in the official records of the Davis County Recorder.

4. **Covenants Run with the Land**. The Restrictive Covenant created hereby shall run with the land and shall be binding upon any owner of the Property or occupant of the Units or any part thereof.

5. **Amendment**. This Declaration may be amended only by recorded written instrument signed by the then owner of the Property as of the date of the recording of said Amendment. Any such amendment shall take effect upon such recording.

6. **No Third-Party Beneficiary**. This Declaration has been executed and recorded for the benefit of the City, the Declarant, its successors or assigns, including Lakeside Development Partners, LLC, a Utah limited liability company and any subsequent owner of the Property (collectively the "**Benefitted Parties**"). No other party shall be construed to be an intended third-party beneficiary of any of the rights, duties or obligations set forth herein and no party other than the Benefitted Parties shall, therefore, have the right to enforce any provision hereof. The right to amend this Declaration shall remain with Declarant, upon receipt of written approval from the City, without regard to whether or not Declarant owns any real property in the Project, subject to an Assignment of Declarant's Rights pursuant to the provisions of Section 2 above.

7. **Liberal Interpretation**. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

8. **Captions**. The titles, headings and captions used herein are for convenience only and are not a part of this Declaration and shall not be considered in construing, nor shall same be used to limit or amplify the terms and provisions hereof.

9. **Invalidity of Provision**. If any provision of this Declaration as applied to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Declaration, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Declaration as a whole.

10. **Governing Law**. This Declaration and the exhibit attached hereto shall be governed by and construed under the laws of the State of Utah.

[signature page follows]

EXECUTED to be effective as of the date of recording in the Office of the Davis County Recorder.

DECLARANT: BERTRAM M. BERNS, and BARBARA C. BERNS, Trustees of the BERNS FAMILY TRUST DATED APRIL 23, 1998

By: _____
Bertram M. Berns, Co-Trustee

By: _____
Barbara C. Berns, Co-Trustee

BERTRAM M. BERNS, Trustee under that certain DECLARATION OF TRUST DATED FEBRUARY 9, 1969

By: _____
Bertram M. Berns, Trustee

STATE OF _____)
: ss
COUNTY OF _____)

The foregoing Declaration of Restrictive Covenant was acknowledged before me this ____day of ____, 2022 by Bertram M. Berns and Barbara C. Berns, Trustees of the Berns Family Trust dated April 23, 1998, and Bertram M. Berns, Trustee under that certain Declaration of Trust dated February 9, 1969.

_____
NOTARY PUBLIC

My Commission Expires:

_____

Residing at _____

EXHIBIT A

[Legal Description of the Property]

EXHIBIT B

[Depiction of the Units]

Exhibit 4

Design Development Plan

CLEARFIELD CITY DEVELOPMENT AGREEMENT
FOR
MIXED-USE DEVELOPMENT AT
325 – 375 STATE STREET, CLEARFIELD, UT

REFERENCE NOTES

GENERAL NOTES

A. See Sheet A400 Series for all enlarged plans.

B. Contractor to provide blocking behind all millwork and accessories

C. Provide access to all clean outs

D. Provide access to all control / valves.

E. Coordinate with Mechanical and Electrical drawings for all required core drills in floor

F. Contractor to provide blocking for installation of future grab bars in type "A" units and future grab bars in all units. All blocking shall be nominal 2x4 wood stud framing spanning a minimum of 3 studs for appropriate mounting.

G. Contractor to coordinate all equipment with owner. Equipment to meet all manufacturers written instructions.

H. All fire rated assemblies to be sealed to maintain required rating

I. See floor finish plans and details for floor to floor transitions.

J. Contractor shall verify all dimensions and conditions shown on the documents at the job site and shall notify the architect of any omissions, discrepancies or conflicts before proceeding with the work.

K. Do not scale drawings. Dimensions govern over small scale drawings.

L. See finish plans for all door and window numbers not shown on this sheet.

M. Size of finished room subject to approval of shop drawings and fire department.

N. See A201 for typical mounting heights & ADA requirements

O. See civil drawings for all work on sidewalks and streets.

P. All dimensions to face of stud unless noted otherwise.

Q. Doors are located 4" off inside face of wall unless otherwise noted.

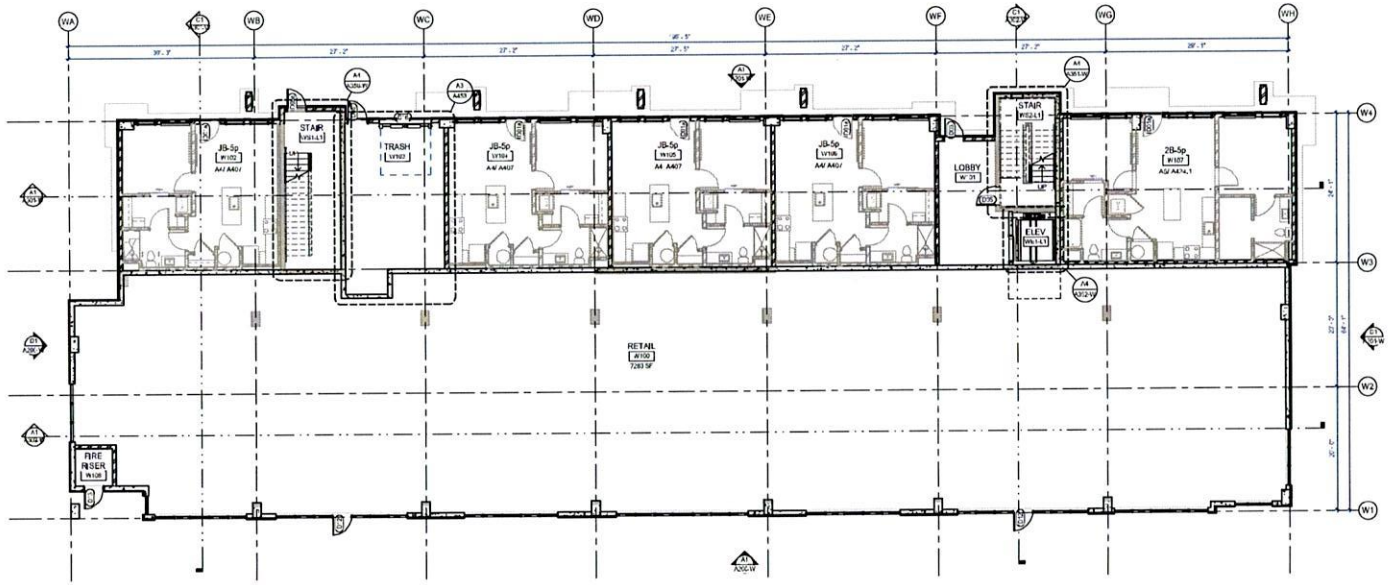
R. The word "align" as used in these documents shall supersede dimensional information. If discrepancies occur notify the architect.

S. GC to provide all code compliant signage at required exits, restrooms, stairs, and elevators.

T. Add plywood backing at all electrical and data closets.

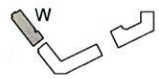
U. See wall type and dimension plans for window callouts and locations.

V. Fixtures and appliances are shown for reference only see schedules and or specifications for type and size.



A1 LEVEL 1 FLOOR PLAN - WEST BLDG.
SCALE: 1/8" = 1'-0"

KEY PLAN



FFKR ARCHITECTS
750 Pacific Avenue - Salt Lake City, Utah 84104
o 801.521.8166 - ffkr.com

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

Δ	DATE	REVISION

PROJECT NUMBER 22014

LEVEL 1 FLOOR PLAN - WEST BLDG.

A101-W

8/25/2022 7:51:33 AM

REFERENCE NOTES

CL3.1C	CONCRETE SLAB ON GRADE, SEE STRUCTURAL
ST.1E	EXTERIOR DECORATIVE METAL BALCONY GUARDRAIL

GENERAL NOTES

A. Stds. Sheet A400 Symbols and all enlarged plans.

B. CONTRACTOR TO PROVIDE BLOCKING BEHIND ALL MILLWORK AND ACCESSORIES

C. PROVIDE ACCESS TO ALL CLEAN OUTS

D. PROVIDE ACCESS TO ALL CONTROLS / VALVES.

E. COORDINATE WITH MECHANICAL AND ELECTRICAL DRAWINGS FOR ALL REQUIRED CORE DRILLS IN FLOOR

F. CONTRACTOR TO PROVIDE BLOCKING FOR INSTALLATION OF FUTURE GRAB BARS IN TYPE "A" UNITS AND FUTURE GRAB BARS IN ALL UNITS. ALL BLOCKING SHALL BE NOMINAL 2X4 WOOD STUD FRAMING SPANNING A MINIMUM OF 3 STUDS FOR APPROPRIATE MOUNTING.

G. CONTRACTOR TO COORDINATE ALL EQUIPMENT WITH OWNER, EQUIPMENT TO MEET ALL MANUFACTURER'S INSTALLATION INSTRUCTIONS.

H. ALL FIRE RATED ASSEMBLIES TO BE SEALED TO MAINTAIN REQUIRED RATING

I. SEE FFKR FINISH PLANS AND DETAILS FOR FLOOR TO FLOOR TRANSITIONS.

J. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DOCUMENTS AT THE JOB SITE AND SHALL NOTIFY THE ARCHITECT OF ANY OMISSIONS, DISCREPANCIES OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.

K. DO NOT SCALE DRAWINGS. DIMENSIONS GOVERN OVER SMALL SCALE DRAWINGS.

L. SFF FINISH PLANS FOR ALL DOOR AND WINDOW NUMBERS NOT SHOWN ON THIS SHEET.

M. Stds. OF FINISHSH ROOM SUBJECT TO APPROVAL OF SHOP DRAWINGS AND FIRE DEPARTMENT.

N. SFF CONT FOR TYPICAL MOUNTING HEIGHTS & ADA REQUIREMENTS

O. Stds. CIVIL DRAWINGS FOR ALL WORK ON SIDEWALKS AND STREETS.

P. ALL DIMENSIONS TO FACE OF STUD UNLESS NOTED OTHERWISE.

Q. DOORS ARE LOCATED 4" OFF INSIDE FACE OF WALL UNLESS OTHERWISE NOTED.

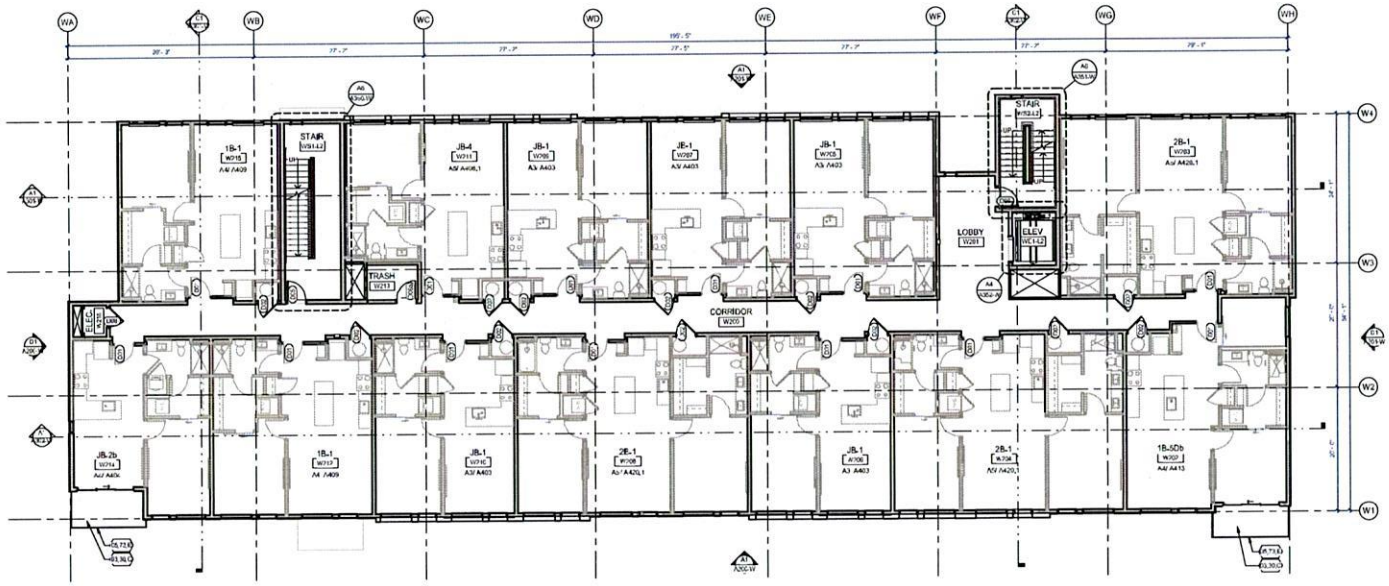
R. THE WORD "ALIGN" AS USED IN THESE DOCUMENTS SHALL SUPERSEDE DIMENSIONAL INFORMATION. IF DISCREPANCIES OCCUR NOTIFY THE ARCHITECT.

S. GC TO PROVIDE ALL CODE COMPLIANT SIGNAGE AT REQUIRED EXITS, RESTROOMS, STAIRS, AND ELEVATORS.

T. ADD PLYWOOD BACKING AT ALL ELECTRICAL AND DATA CLOSETS.

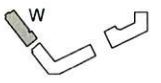
U. SEE WALL TYPE AND DIMENSION PLANS FOR WINDOW CALLOUTS AND LOCATIONS.

V. FIXTURES AND APPLIANCES ARE SHOWN FOR REFERENCE ONLY SEE SCHEDULES AND OR SPECIFICATIONS FOR TYPE AND SPEC.



A1 LEVEL 2 FLOOR PLAN - WEST BLDG.
SCALE: 1/8" = 1'-0"

KEY PLAN



FFKR ARCHITECTS
730 Pacific Avenue · Salt Lake City, Utah 84104
o 801.521.8760 · ffkr.com

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

Δ	DATE	REMARK

PROJECT NUMBER 22014

LEVEL 2 FLOOR PLAN - WEST BLDG.

A102-W

8/25/2022 7:51:51 AM

REFERENCE NOTES

05 73 F FAITHER DECORATIVE METAL BALCONY GUARDRAIL

GENERAL NOTES

A. See Sheets A400 Sheets for all enlarged plans.

B. Contractor to provide blocking behind all millwork and accessories

C. Provide access to all clean outs

D. Provide access to all controls / valves.

E. Coordinate with mechanical and electrical drawings for all required core drills in floor

F. Contractor to provide blocking for installation of future grab bars in type "A" units and future grab bars in all units. All blocking shall be nominal 2x4 wood stud framing spanning a minimum of 3 studs for appropriate mounting.

G. Contractor to coordinate all equipment with owner, equipment to meet all manufacturers written instructions.

H. All fire rated assemblies to be sealed to maintain required rating

I. See floor finish plans and details for floor to floor transitions.

J. Contractor shall verify all dimensions and conditions shown on the documents at the job site and shall notify the architect of any omissions, discrepancies or conflicts before proceeding with the work.

K. Do not scale drawings. Dimensions govern over small scale drawings.

L. See finish plans for all door and window numbers not shown on this sheet.

M. Size of mailroom room subject to approval of shop drawings and fire department.

N. See C201 for typical mounting heights & ADA requirements

O. See civil drawings for all work on sidewalks and streets.

P. All dimensions to face of stud unless noted otherwise.

Q. Doors are located 4" off inside face of wall unless otherwise noted.

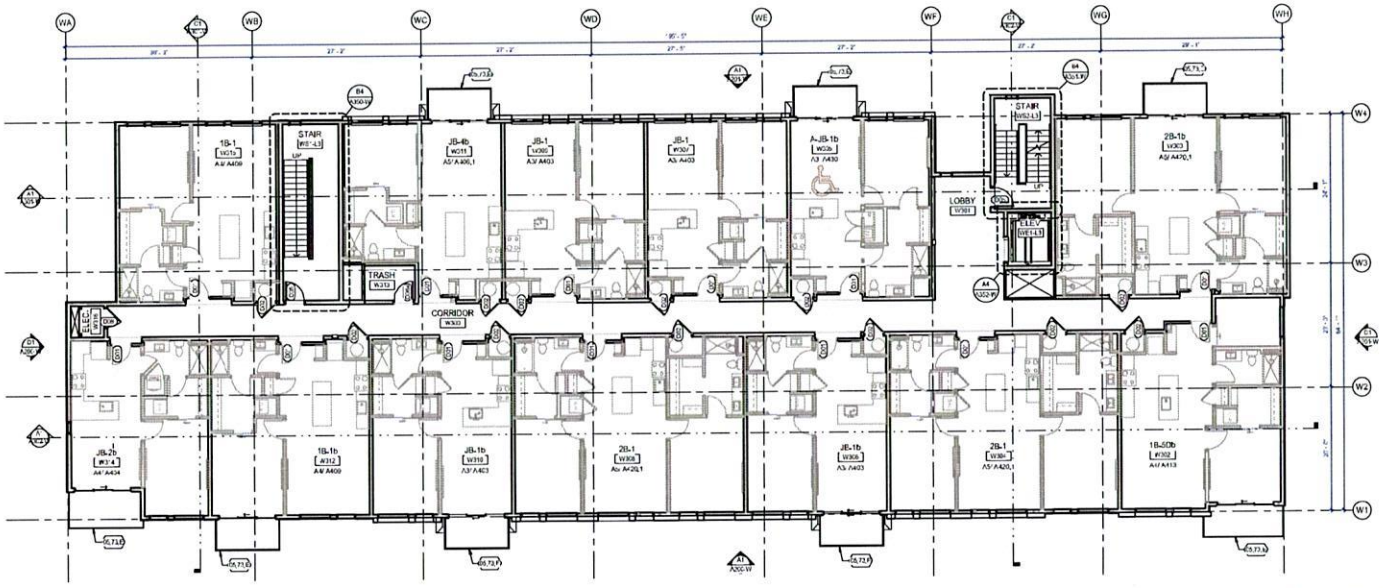
R. The word "align" as used in these documents shall supersede dimensional information. If discrepancies occur notify the architect.

S. GC to provide all code compliant signage at required exits, restrooms, stairs, and elevators.

T. Add plywood backing at all electrical and data closets.

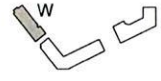
U. See wall type and dimension plans for window callouts and locations.

V. Fixtures and appliances are shown for reference only see schedules and or specifications for type and size.



A1 LEVEL 3 FLOOR PLAN - WEST BLDG.
SCALE: 1/8" = 1'-0"

KEY PLAN



FFKR ARCHITECTS
765 Pacific Avenue · Salt Lake City, Utah 84104
o 801.521.8760 · FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

Δ	DATE	REVISION

PROJECT NUMBER 22014

LEVEL 3 FLOOR PLAN - WEST BLDG.

A103-W

8/25/2022 7:52:10 AM

REFERENCE NOTES

04/GE	EXTERIOR DECORATIVE METAL BALCONY GUARDRAIL

GENERAL NOTES

A. Sub Shall Field Verify All Dimensions Shown On All Enlarged Plans.

B. Contractor To Provide Blocking Behind All Millwork And Accessories

C. Provide Access To All Clean Outs

D. Provide Access To All Concealed Valves.

E. Coordinate With Mechanical And Electrical Drawings For All Required Core Drills In Floor

F. Contractor To Provide Blocking For Installation Of Future Grab Bars In Type "A" Units And Future Grab Bars In All Units. All Blocking Shall Be Nominal 2X4 Wood Stud Framing Spanning A Minimum Of 2 Studs For Appropriate Mounting.

G. Contractor To Coordinate All Equipment With Owner. Equipment To Meet All Manufacturer's Written Instructions.

H. All Fire Rated Assemblies To Be Sealed To Maintain Required Rating

I. See Floor Finish Plans And Details For Floor To Floor Transitions.

J. Contractor Shall Verify All Dimensions And Conditions Shown On The Documents At The Job Site And Shall Notify The Architect Of Any Omissions, Discrepancies Or Conflicts Before Proceeding With The Work.

K. Do Not Scale Drawings. Dimensions Govern Over Small Scale Drawings.

L. See Floor Plans For All Door And Window Numbers Not Shown On This Sheet.

M. Sub Or Finish Room Submittal To Approval Of Shop Drawings And Fire Department.

N. See G001 For Typical Mounting Heights & Ada Requirements

O. Sub Civil Drawings For All Work On Sidewalks And Streets.

P. All Dimensions To Face Of Stud Unless Noted Otherwise.

Q. Doors Are Located 4" Off Inside Face Of Wall Unless Otherwise Noted.

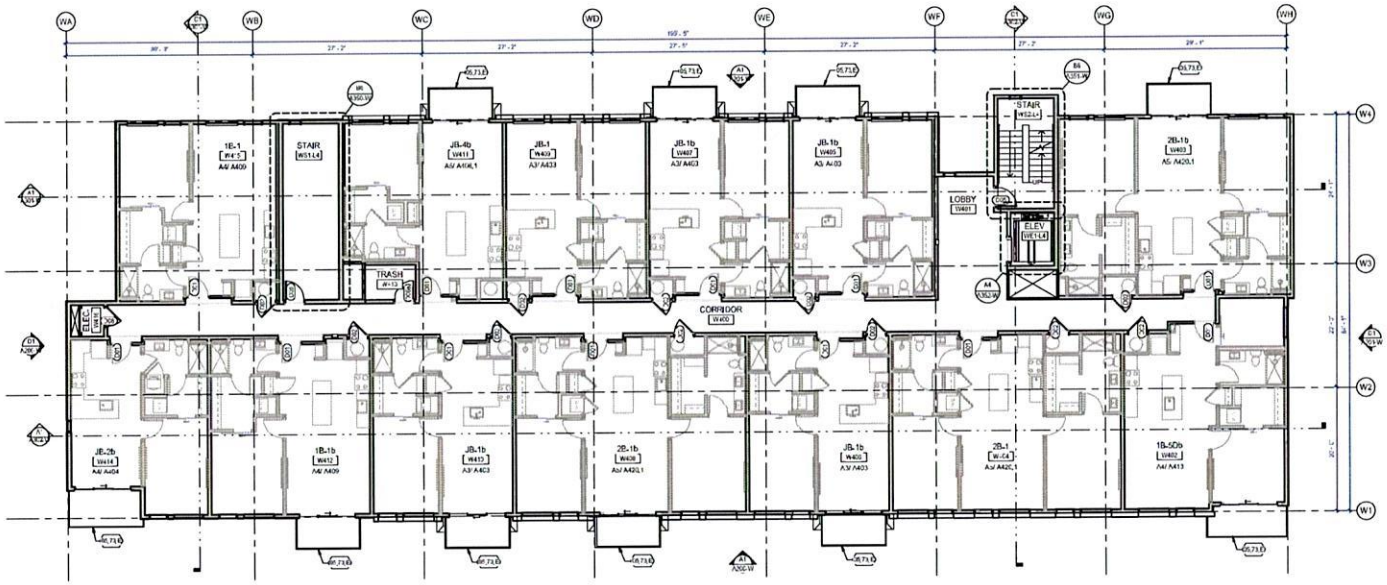
R. The Word "Align" As Used In These Documents Shall Supersede Dimensional Information. If Discrepancies Occur Notify The Architect.

S. Gc To Provide All Code Compliant Signage At Required Exits, Restrooms, Stairs, And Elevators.

T. Add Plywood Backing At All Electrical And Data Closets.

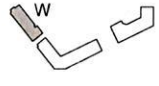
U. See Wall Type And Dimension Plans For Window Callouts And Locations.

V. Fixtures And Appliances Are Shown For Reference Only See Schedules And Or Specifications For Type And Spp.



A1 LEVEL 4 FLOOR PLAN - WEST BLDG.
SCALE: 1/8" = 1'-0"

KEY PLAN



FFKR ARCHITECTS
700 Pacific Avenue · Salt Lake City, Utah 84104
O (801) 521-8760 · FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

Δ	DATE	REVISION

PROJECT NUMBER 22014

LEVEL 4 FLOOR PLAN - WEST BLDG.

A104-W

8/29/2022 7:52:33 AM

REFERENCE NOTES

01TILE EXTERIOR DECORATIVE METAL BALCONY GUARDRAIL

GENERAL NOTES

A. See Sheets A400 Series for all enlarged plans.

B. Contractor to provide blocking behind all millwork and accessories.

C. Provide access to all clean outs.

D. Provide access to all controls / valves.

E. Coordinate with mechanical and electrical drawings for all required core drills in floor.

F. Contractor to provide blocking for installation of grab bars in Type "A" units and future grab bars in all units. All blocking shall be nominal 2x4 wood stud framing spanning a minimum of 3 studs for appropriate mounting.

G. Contractor to coordinate all equipment with owner. Equipment to meet all manufacturers written instructions.

H. All fire rated assemblies to be sealed to maintain required rating.

I. See floor finish plans and details for floor to floor transitions.

J. Contractor shall verify all dimensions and conditions shown on the documents at the job site and shall notify the architect of any omissions, discrepancies or conflicts before proceeding with the work.

K. Do not scale drawings, dimensions govern over small scale drawings.

L. See finish legend plans for all door and window numbers not shown on this sheet.

M. Size of handrail room subject to approval of shop drawings and fire department.

N. See G001 for typical mounting heights & ADA requirements.

O. See civil drawings for all work on sidewalks and streets.

P. All dimensions to face of stud unless noted otherwise.

Q. Doors are located 4" off inside face of wall unless otherwise noted.

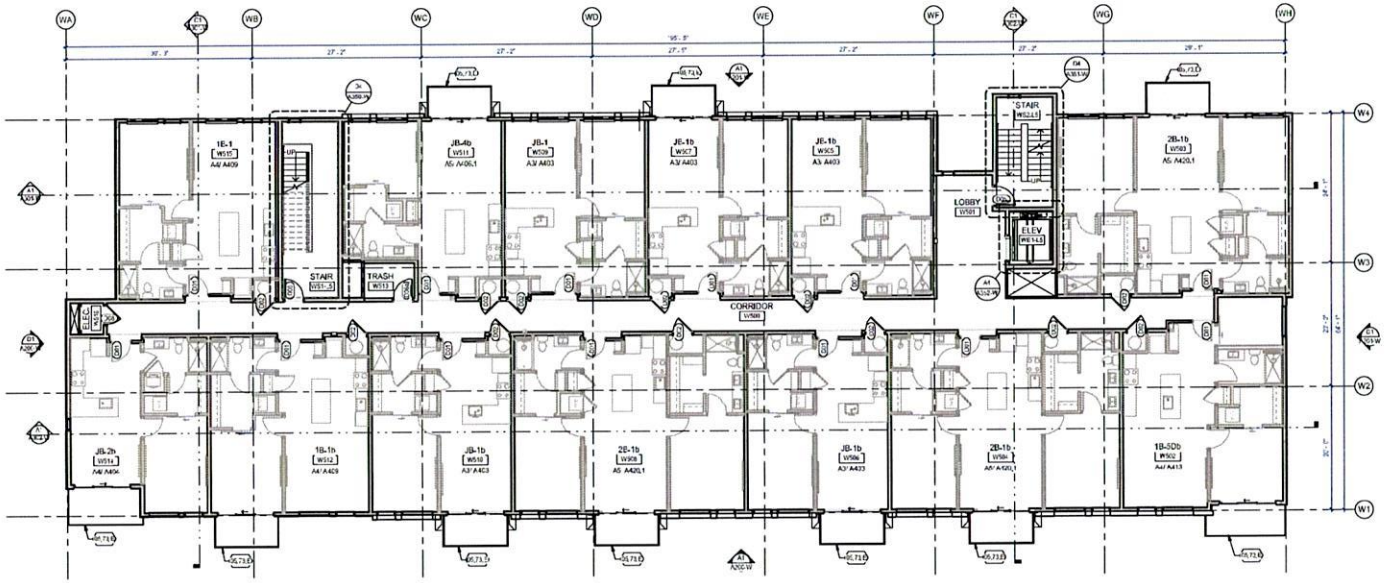
R. The word "align" as used in these documents shall supersede dimensional information. If discrepancies occur notify the architect.

S. GC to provide all code compliant signage at required exits, restrooms, stairs, and elevators.

T. Add plywood backing at all electrical and data closets.

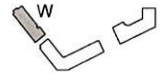
U. See wall type and dimension plans for window callouts and locations.

V. Fixtures and appliances are shown for reference only see schedules and or specifications for type and size.



A1 LEVEL 5 FLOOR PLAN - WEST BLDG.
SCALE: 1/8" = 1'-0"

KEY PLAN



FFKR ARCHITECTS
750 Pacific Avenue - Salt Lake City, Utah 84104
O 801.521.8180 - FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

Δ	DATE	DESIGN

PROJECT NUMBER 22014

LEVEL 5 FLOOR PLAN - WEST BLDG.

A105-W

8/29/2022 7:52:56 AM

REFERENCE NOTES

01.71A SEE ELEVATION BLOCKOUT DETAIL ON A- BALCONY DIAGRAMS

GENERAL NOTES

A. SEE SHEET A400 SERIES FOR ALL ENLARGED PLANS.

B. CONTRACTOR TO PROVIDE BLOCKING BEHIND ALL MILLWORK AND ACCESSORIES

C. PROVIDE ACCESS TO ALL CLEAN OUTS

D. PROVIDE ACCESS TO ALL CONTROLS / VALVES.

E. COORDINATE WITH MECHANICAL AND ELECTRICAL DRAWINGS FOR ALL REQUIRED CORE DRILLS IN FLOOR

F. CONTRACTOR TO PROVIDE BLOCKING FOR INSTALLATION OF FUTURE GRAB BARS IN TYPE "A" UNITS AND FUTURE GRAB BARS IN ALL UNITS. ALL BLOCKING SHALL BE NOMINAL 2X6 WOOD STUD FRAMING SPANNING A MINIMUM OF 3 STUDS FOR APPROPRIATE MOUNTING.

G. CONTRACTOR TO COORDINATE ALL EQUIPMENT WITH OWNER. EQUIPMENT TO INCLUDE ALL MANUFACTURERS WRITTEN INSTRUCTIONS.

H. ALL FIRE RATED ASSEMBLIES TO BE SEALED TO MAINTAIN REQUIRED RATING

I. SEE FLOOR FINISH PLANS AND DETAILS FOR FLOOR TO FLOOR TRANSITIONS.

J. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DOCUMENTS AT THE JOB SITE AND SHALL NOTIFY THE ARCHITECT OF ANY OMISSIONS, DISCREPANCIES OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.

K. DO NOT SCALE DRAWINGS. DIMENSIONS GOVERN OVER SMALL SCALE DRAWINGS.

L. SEE FINISH PLANS FOR ALL DOOR AND WINDOW NUMBERS NOT SHOWN ON THIS SHEET.

M. SEE SPRINKLER ROOM SUBMITTAL TO APPROVAL OF SHOP DRAWINGS AND FIRE DEPARTMENT.

N. SEE G201 FOR TYPICAL MOUNTING HEIGHTS & ADA REQUIREMENTS

O. SEE CIVIL DRAWINGS FOR ALL WORK ON SIDEWALKS AND STREETS.

P. ALL DIMENSIONS TO FACE OF STUD UNLESS NOTED OTHERWISE.

Q. DOORS ARE LOCATED 4" OFF INSIDE FACE OF WALL UNLESS OTHERWISE NOTED.

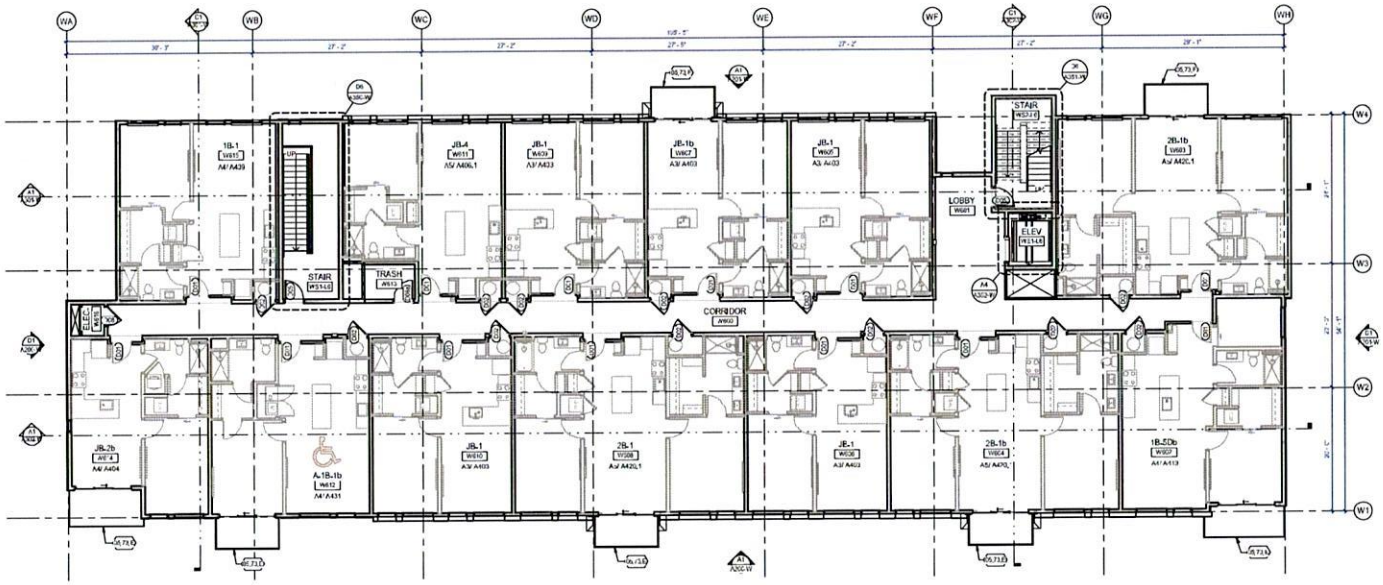
R. THE WORD "ALIGN" AS USED IN THESE DOCUMENTS SHALL SUPERSEDE DIMENSIONAL INFORMATION. IF DISCREPANCIES OCCUR NOTIFY THE ARCHITECT.

S. GC TO PROVIDE ALL CODE COMPLIANT SIGNAGE AT REQUIRED EXITS, RESTROOMS, STAIRS, AND ELEVATORS.

T. ADD PLYWOOD BACKING AT ALL ELECTRICAL AND DATA CLOSETS.

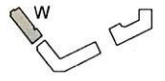
U. SEE WALL TYPE AND DIMENSION PLANS FOR WINDOW CALLOUTS AND LOCATIONS.

V. FIXTURES AND APPLIANCES ARE SHOWN FOR REFERENCE ONLY SEE SCHEDULES AND OR SPECIFICATIONS FOR TYPE AND SIZE.



A1 LEVEL 6 FLOOR PLAN - WEST BLDG.
SCALE: 1/8" = 1'-0"

KEY PLAN



FFKR ARCHITECTS
350 North Main Avenue • Salt Lake City, Utah 84103
O 801.521.4366 • FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

Δ	DATE	REVISION

PROJECT NUMBER 22014

LEVEL 6 FLOOR PLAN - WEST BLDG.

A106-W

8/29/2022 7:53:22 AM

GENERAL NOTES

A. HIGHLIGHT TO FLOOR PLANS FOR LOWER LEVEL ROOFS.

B. REFER TO FLOOR PLANS AND DETAILS FOR ROOFING AT EACH BALCONY.

C. ALL FLUES AND METAL PENETRATIONS SHALL BE PAINTED TO MATCH ROOF COLOR.

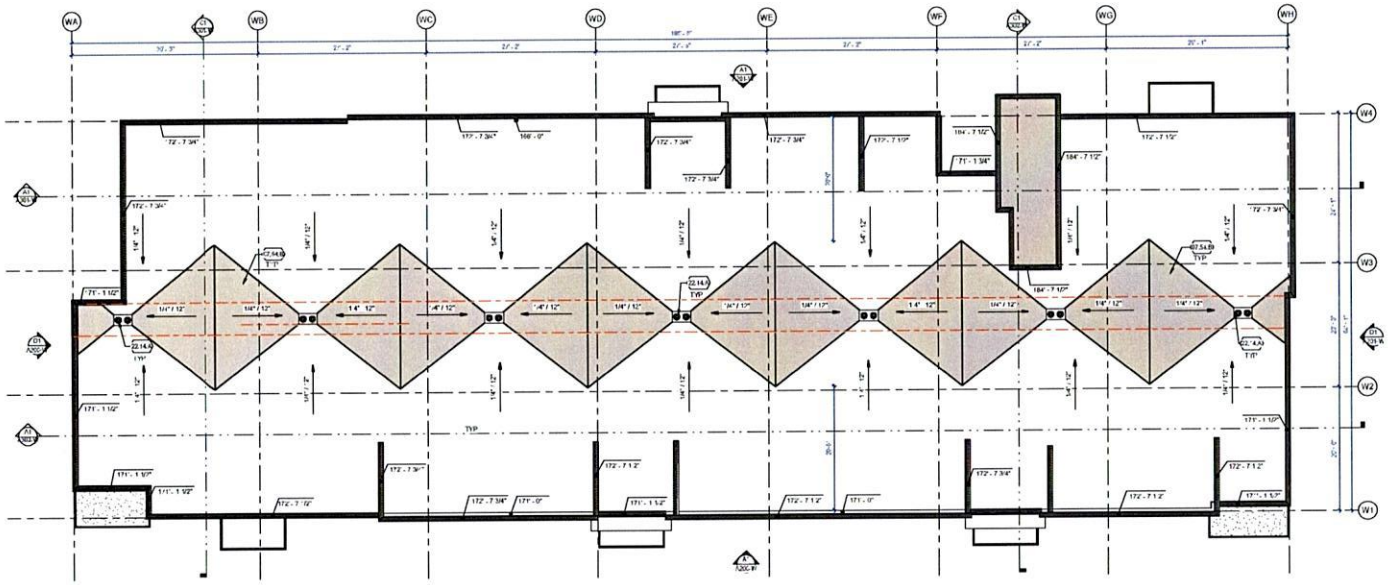
ROOF LEGEND

- TAPERED INSULATION, CRICKET
- SLOPED TRUSS ROOF, SEE STRUCTURAL
- WALK PAD PATH
- CONCRETE

REFERENCE NOTES

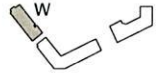
22.14.B ROOF CRICKET

22.11.A ROOF DRAIN, SEE ROOF PLAN AND A1.3 DETAILS. SEE PLUMBING



A1 ROOF PLAN WEST BLDG.
SCALE: 1/8" = 1'-0"

KEY PLAN

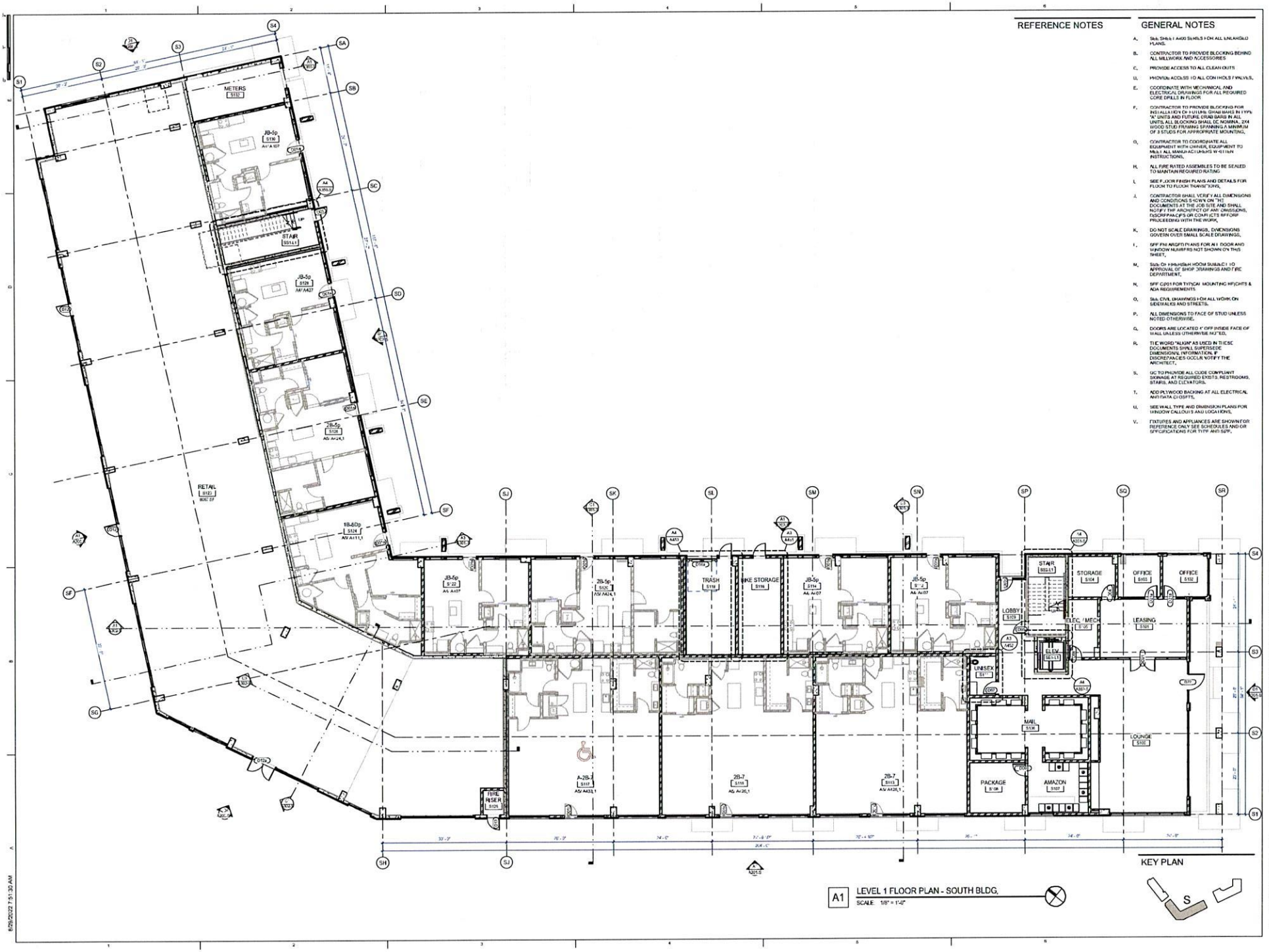


FFKR ARCHITECTS
730 Pacific Avenue - Salt Lake City, Utah 84104
o 801.521.8100 - FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

ROOF PLAN - WEST BUILDING

A107-W



REFERENCE NOTES

GENERAL NOTES

A. SEE SHEET A400 SERIES FOR ALL ENLARGED PLANS.

B. CONTRACTOR TO PROVIDE BLOCKING BEHIND ALL MILLWORK AND ACCESSORIES

C. PROVIDE ACCESS TO ALL CLEAN OUTS

D. PROVIDE ACCESS TO ALL CONTROLS / VALVES.

E. COORDINATE WITH MECHANICAL AND ELECTRICAL DRAWINGS FOR ALL REQUIRED CORE DRILLS IN FLOOR

F. CONTRACTOR TO PROVIDE BLOCKING FOR INSTALLATION OF FUTURE GRAB BARS IN TYP. "A" UNITS AND FUTURE GRAB BARS IN ALL UNITS. ALL BLOCKING SHALL BE NOMINAL 2X4 WOOD STUD FRAMING SPANNING A MINIMUM OF 3 STUDS FOR APPROPRIATE MOUNTING.

G. CONTRACTOR TO COORDINATE ALL EQUIPMENT WITH OWNER. EQUIPMENT TO MEET ALL MANUFACTURERS WRITTEN INSTRUCTIONS.

H. ALL FIRE RATED ASSEMBLIES TO BE SEALED TO MAINTAIN REQUIRED RATING

I. SEE FLOOR FINISH PLANS AND DETAILS FOR FLOOR TO FLOOR TRANSITIONS.

J. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DOCUMENTS AT THE JOB SITE AND SHALL NOTIFY THE ARCHITECT OF ANY OMISSIONS, DISCREPANCIES OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.

K. DO NOT SCALE DRAWINGS, DIMENSIONS GOVERN OVER SMALL SCALE DRAWINGS.

L. SEE FINISH PLANS FOR ALL DOOR AND WINDOW NUMBERS NOT SHOWN ON THIS SHEET.

M. SIZE OF FINISHED ROOM SUBJECT TO APPROVAL OF SHOP DRAWINGS AND FIRE DEPARTMENT.

N. SEE G201 FOR TYPICAL MOUNTING HEIGHTS & ADA REQUIREMENTS

O. SEE CIVIL DRAWINGS FOR ALL WORK ON SIDEWALKS AND STREETS.

P. ALL DIMENSIONS TO FACE OF STUD UNLESS NOTED OTHERWISE.

Q. DOORS ARE LOCATED 4" OFF INSIDE FACE OF WALL UNLESS OTHERWISE NOTED.

R. THE WORD "ALIGN" AS USED IN THESE DOCUMENTS SHALL SUPERSEDE DIMENSIONAL INFORMATION. IF DISCREPANCIES OCCUR NOTIFY THE ARCHITECT.

S. GC TO PROVIDE ALL CODE COMPLIANT SIGNAGE AT REQUIRED EXITS, RESTROOMS, STAIRS, AND ELEVATORS.

T. ADD PLYWOOD BACKING AT ALL ELECTRICAL AND DATA CLOSETS.

U. SEE WALL TYPE AND DIMENSION PLANS FOR WINDOW CALLOUTS AND LOCATIONS.

V. FIXTURES AND APPLIANCES ARE SHOWN FOR REFERENCE ONLY SEE SCHEDULES AND OR SPECIFICATIONS FOR TYPE AND SIZE.

A1 LEVEL 1 FLOOR PLAN - SOUTH BLDG.
SCALE: 1/8" = 1'-0"

KEY PLAN

FFKR ARCHITECTS
750 Pacific Avenue - Salt Lake City, Utah 84104
o 801.521.8100 - FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

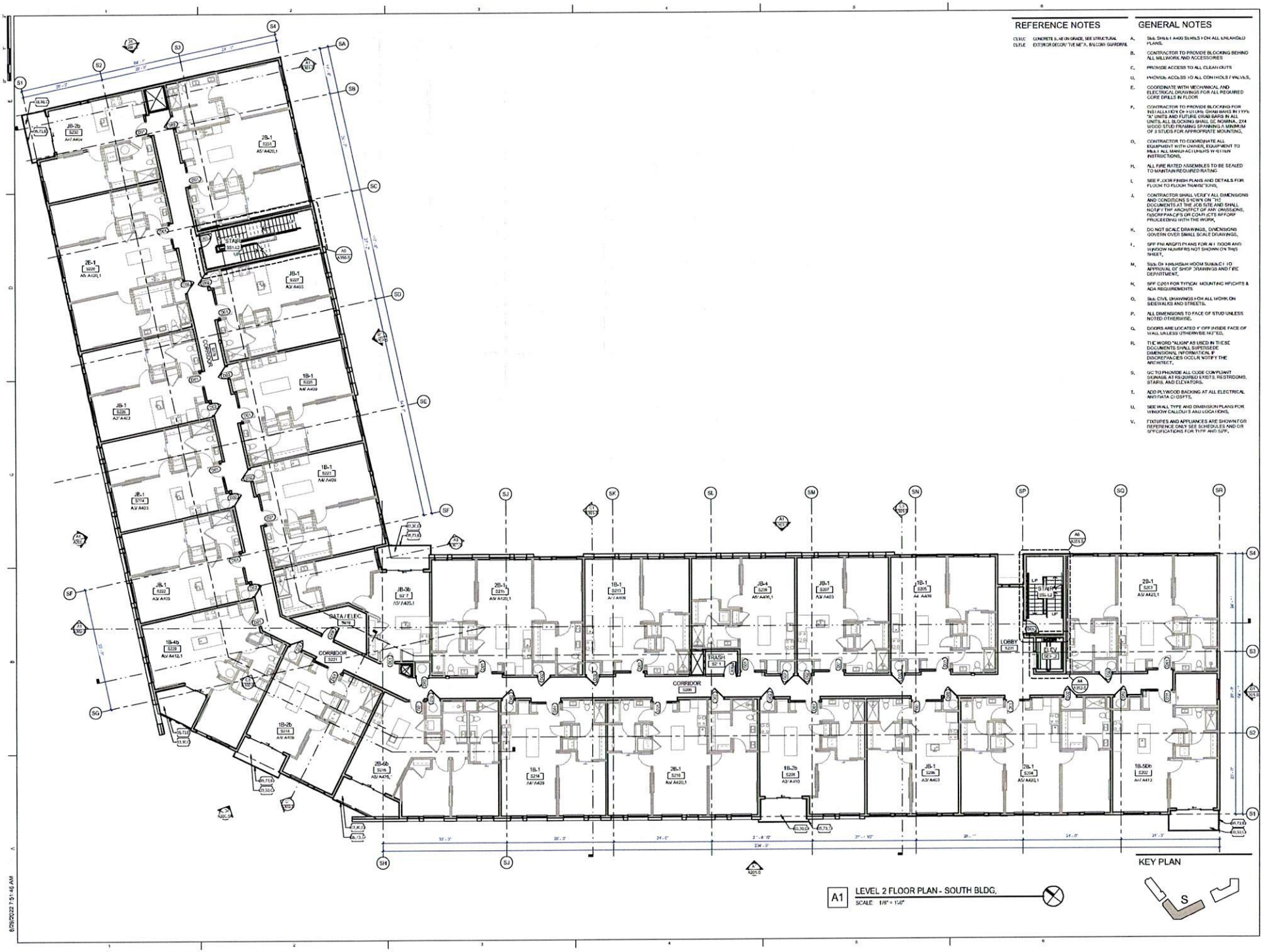
△	DATE	REMARK

PROJECT NUMBER 22014

LEVEL 1 FLOOR PLAN - SOUTH BLDG.

A101-S

6/29/2022 7:51:30 AM



FFKR ARCHITECTS
750 Pacific Avenue, San Luis City, Utah 84104
0 801.521.0555 - FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

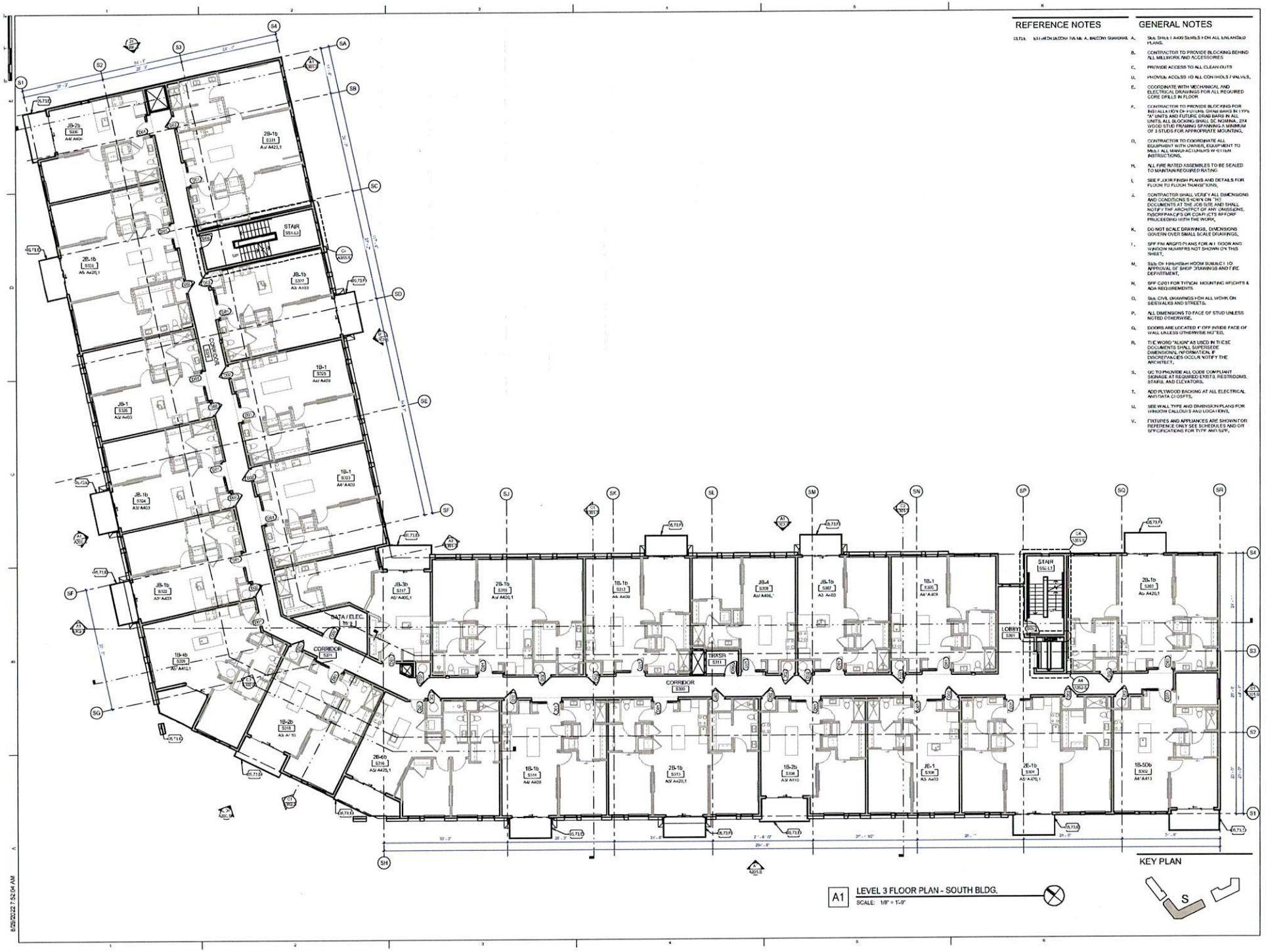
Δ	DATE	REVISION

PROJECT NUMBER 22014

LEVEL 2 FLOOR PLAN - SOUTH BLDG.

A102-S

8/29/2022 7:51:46 AM



FFKR ARCHITECTS
750 Pacific Avenue, San Luis City, Utah 84104
0 801.521.1680 - FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

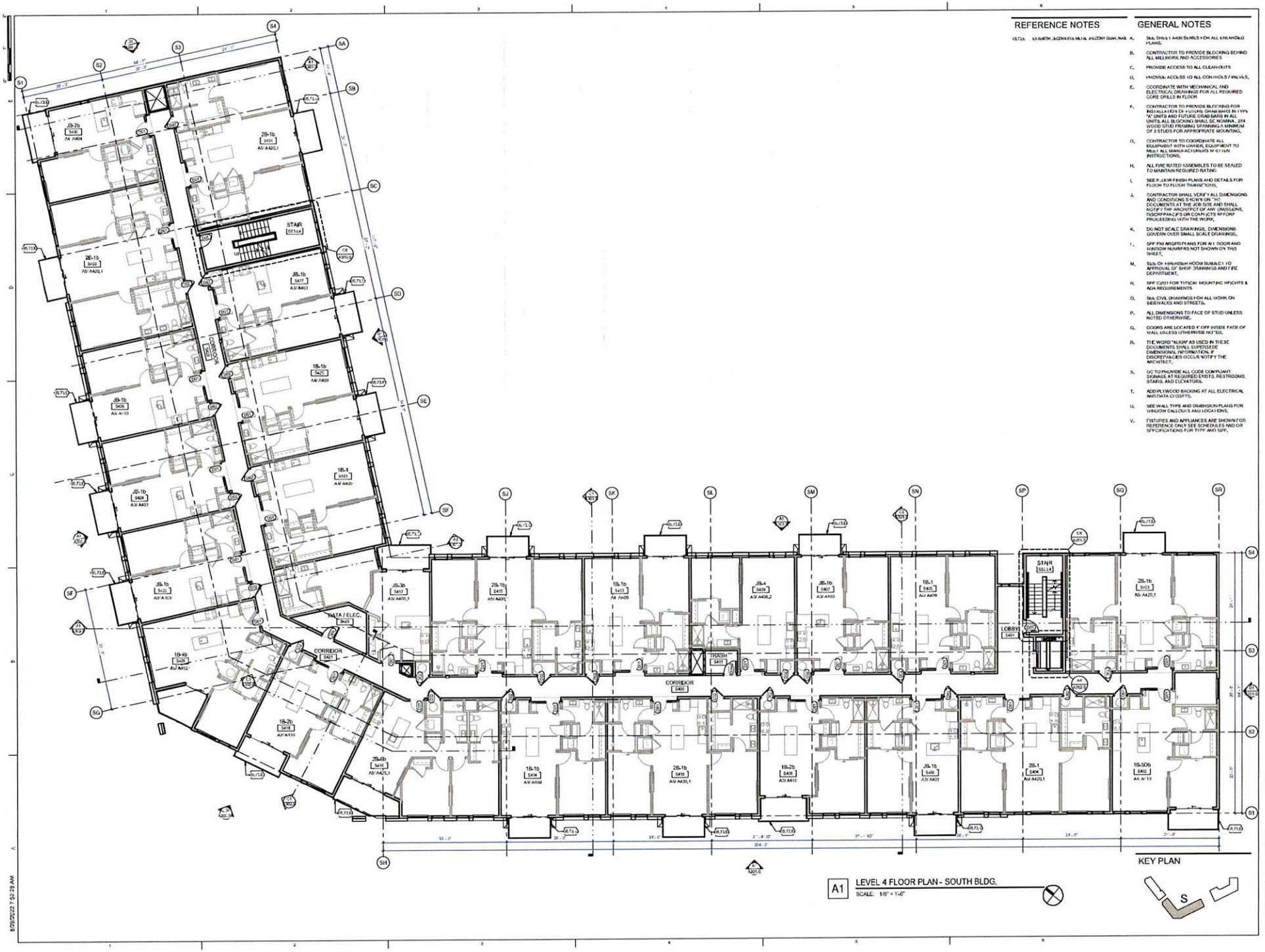
Δ	DATE	REVISION

PROJECT NUMBER 22014

LEVEL 3 FLOOR PLAN - SOUTH BLDG.

A103-S

8/29/2022 7:52:04 AM



FFKR ARCHITECTS
257 East 200 South, Suite 200 Salt Lake City, Utah 84111
T 801.521.8760 F 801.521.9142

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

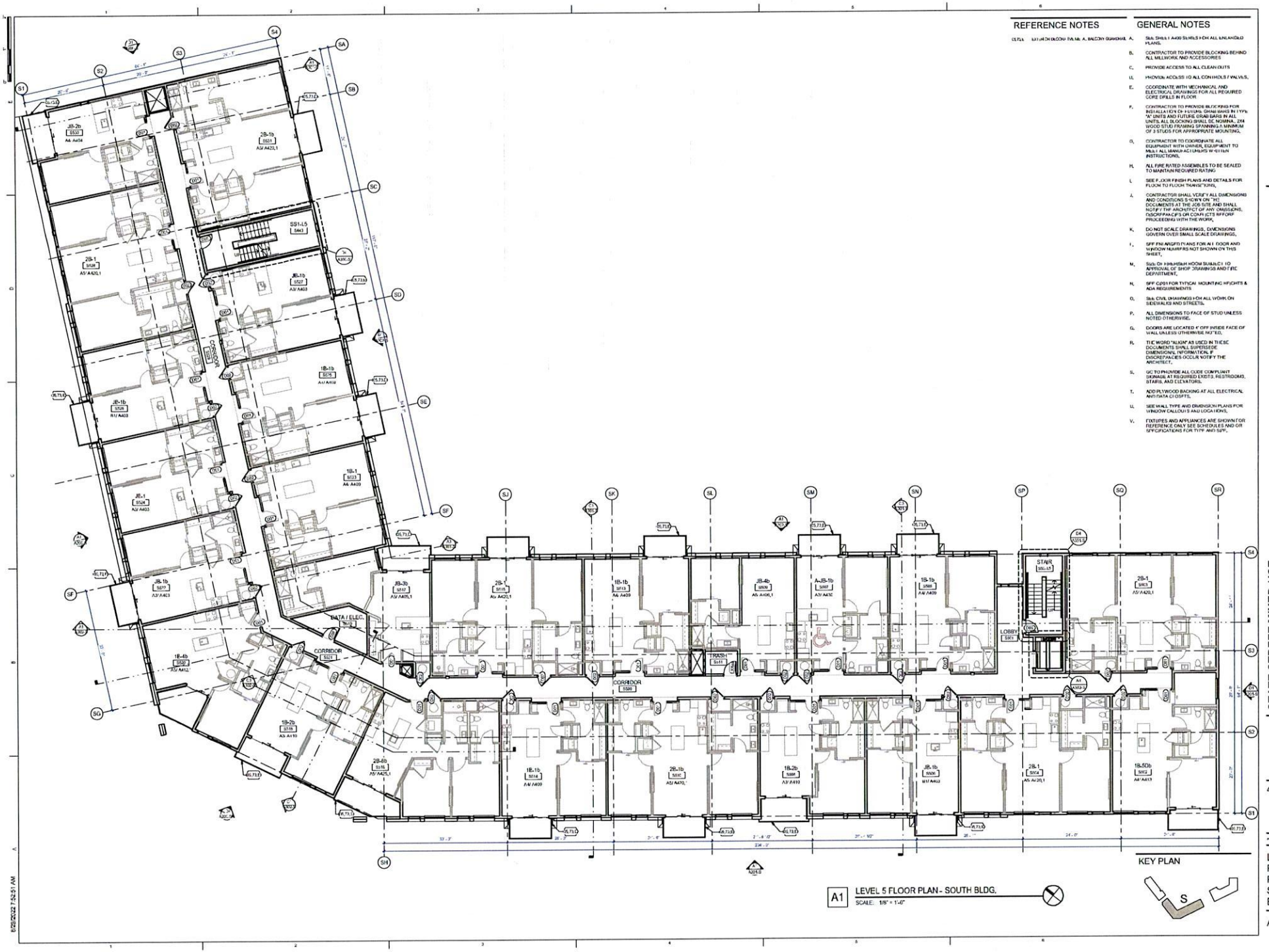
Δ	DATE	REVISION

PROJECT NUMBER 22014

LEVEL 4 FLOOR PLAN - SOUTH BLDG.

A104-S

8/29/2022 7:52:29 AM



A1 LEVEL 5 FLOOR PLAN - SOUTH BLDG.
SCALE: 1/8" = 1'-0"

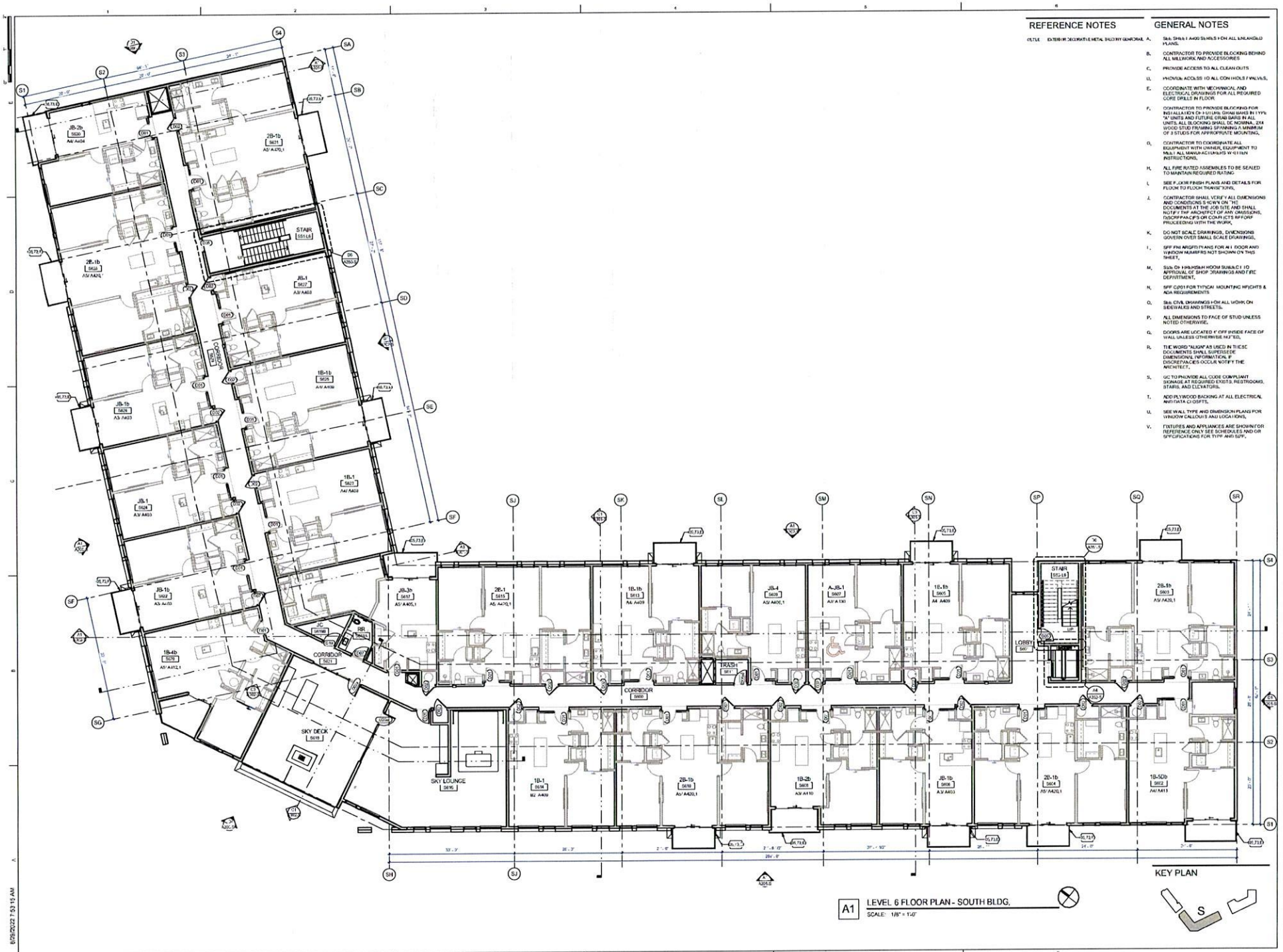
FFKR ARCHITECTS
710 Pacific Avenue - Salt Lake City, Utah 84104
O 801.521.6155 - FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

LEVEL 5 FLOOR PLAN - SOUTH BLDG.

A105-S

8/22/2022 7:52:51 AM



FFKR ARCHITECTS
79 Pierpont Avenue - Salt Lake City, Utah 84101
T (801.521.8760 - FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

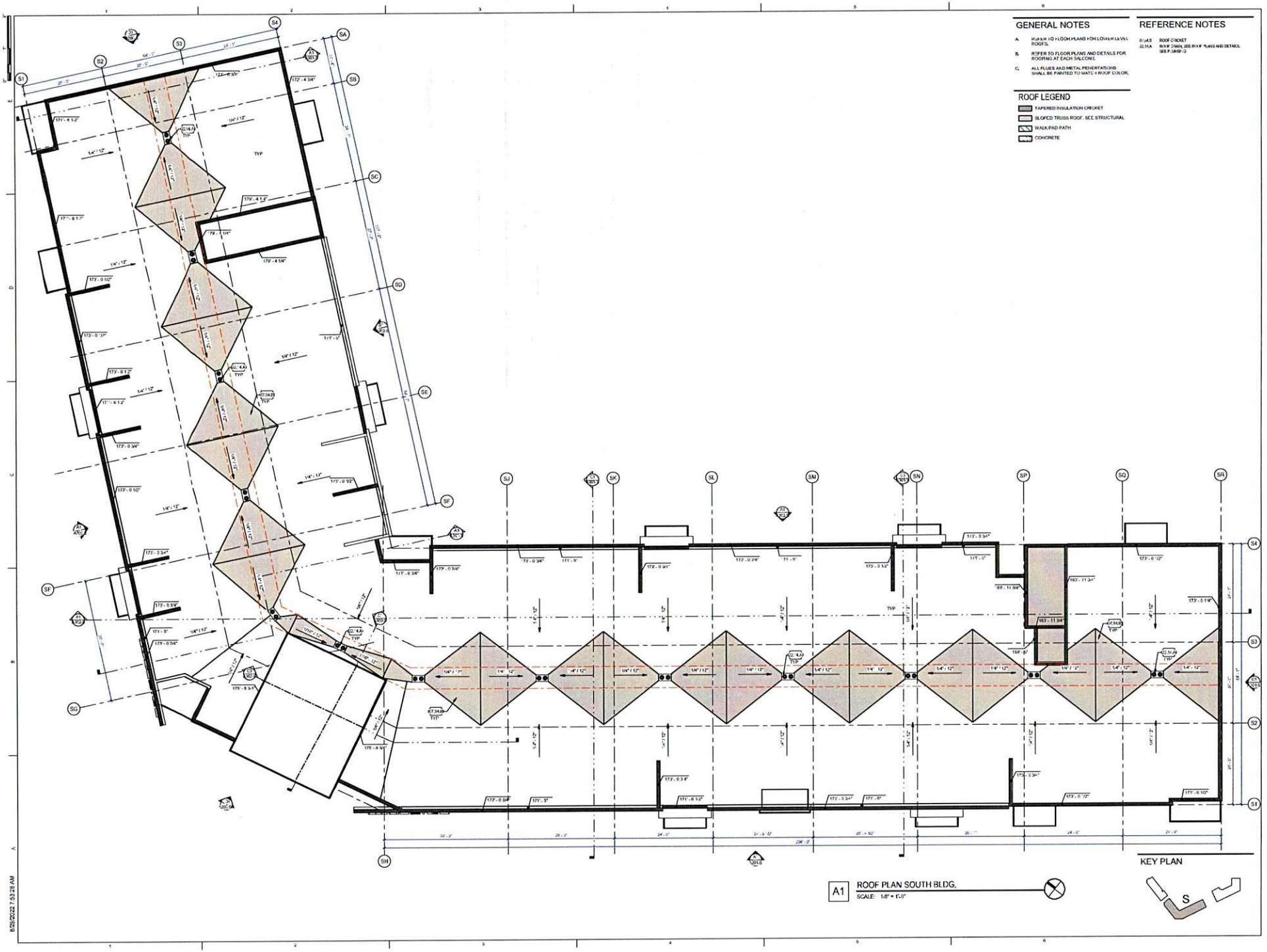
△	DATE	DESIGN

PROJECT NUMBER 22014

LEVEL 6 FLOOR PLAN - SOUTH BLDG.

A106-S

8/29/2022 7:53:15 AM



FFKR ARCHITECTS
750 Pacific Avenue, Salt Lake City, Utah 84104
T 801.521.8760 · FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

Δ	DATE	REMARK

PROJECT NUMBER 22014

ROOF PLAN - SOUTH BUILDING

A107-S

8/29/2022 7:53:28 AM

REFERENCE NOTES

GENERAL NOTES

A. See Sheets A400 Series for all enlarged plans.

B. Contractor to provide blocking behind all millwork and accessories

C. Provide access to all clean outs

D. Provide access to all controls / valves.

E. Coordinate with mechanical and electrical drawings for all required core drills in floor

F. Contractor to provide blocking for installation of hanging grab bars in Type "A" units and future grab bars in all units. All blocking shall be nominal 2x4 wood stud framing spanning a minimum of 3 studs for appropriate mounting.

G. Contractor to coordinate all equipment with owner. Equipment to meet all manufacturers written instructions.

H. All fire rated assemblies to be sealed to maintain required rating.

I. See FFKR finish plans and details for floor to floor transitions.

J. Contractor shall verify all dimensions and conditions shown on the documents at the job site and shall notify the architect of any discrepancies, discrepancies or conflicts before proceeding with the work.

K. Do not scale drawings, dimensions govern over small scale drawings.

L. See FFKR Arch plans for all door and window numbers not shown on this sheet.

M. Subject to finish room submittal to approval of shop drawings and fire department.

N. See G201 for typical mounting heights & ADA requirements

O. See Civil drawings for all work on sidewalks and streets.

P. All dimensions to face of stud unless noted otherwise.

Q. Doors are located 4" off inside face of wall unless otherwise noted.

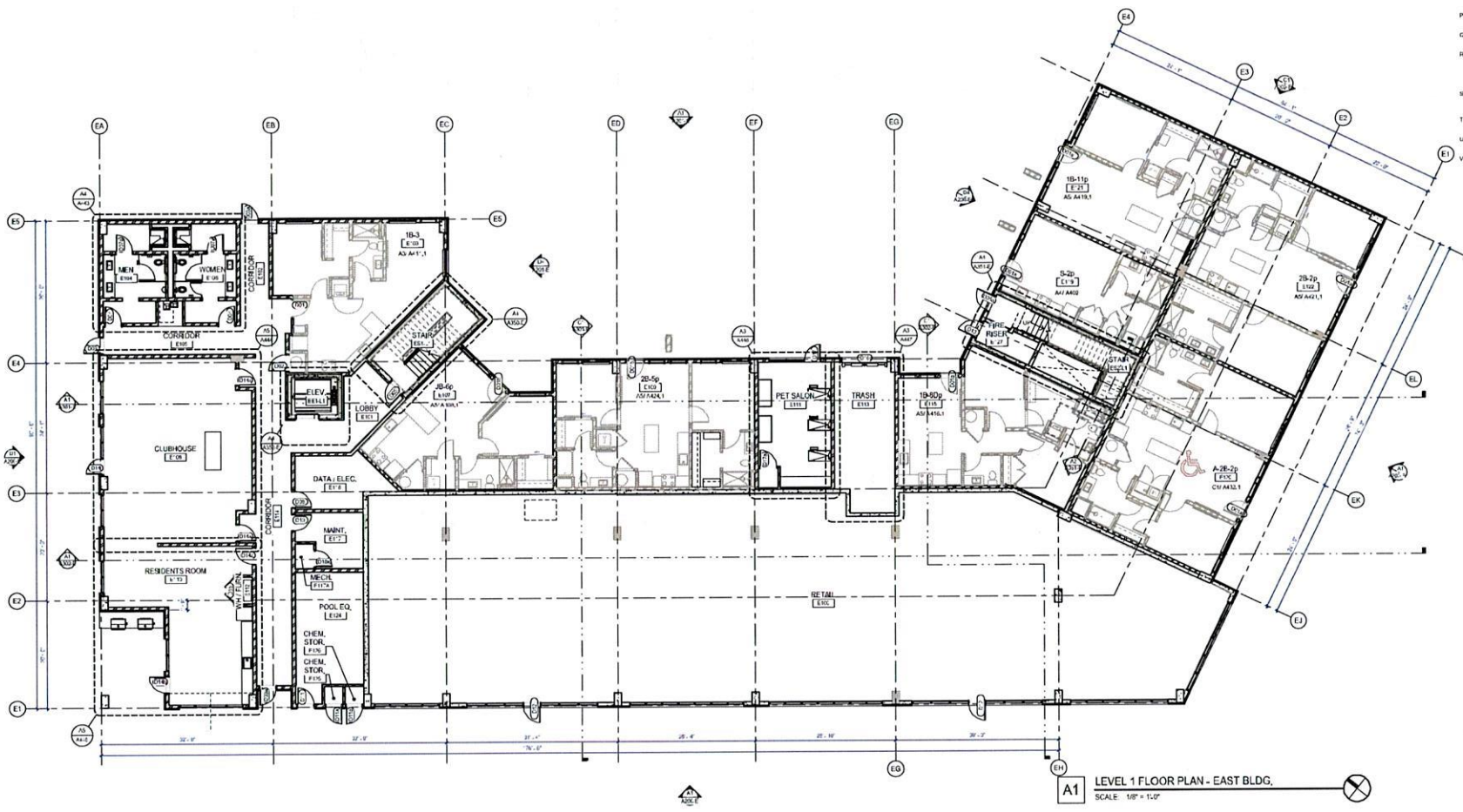
R. The word "align" as used in these documents shall supersede dimensional information. If discrepancies occur, notify the architect.

S. GC to provide all code compliant signage at required exits, restrooms, stairs, and elevators.

T. Add plywood backing at all electrical and data closets.

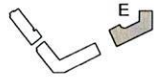
U. See wall type and dimension plans for window callouts and locations.

V. Fixtures and appliances are shown for reference only see schedules and or specifications for type and spp.



A1 LEVEL 1 FLOOR PLAN - EAST BLDG.
SCALE: 1/8" = 1'-0"

KEY PLAN



FFKR ARCHITECTS
750 Pacific Avenue - Salt Lake City, Utah 84104
o 801.521.0180 - FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

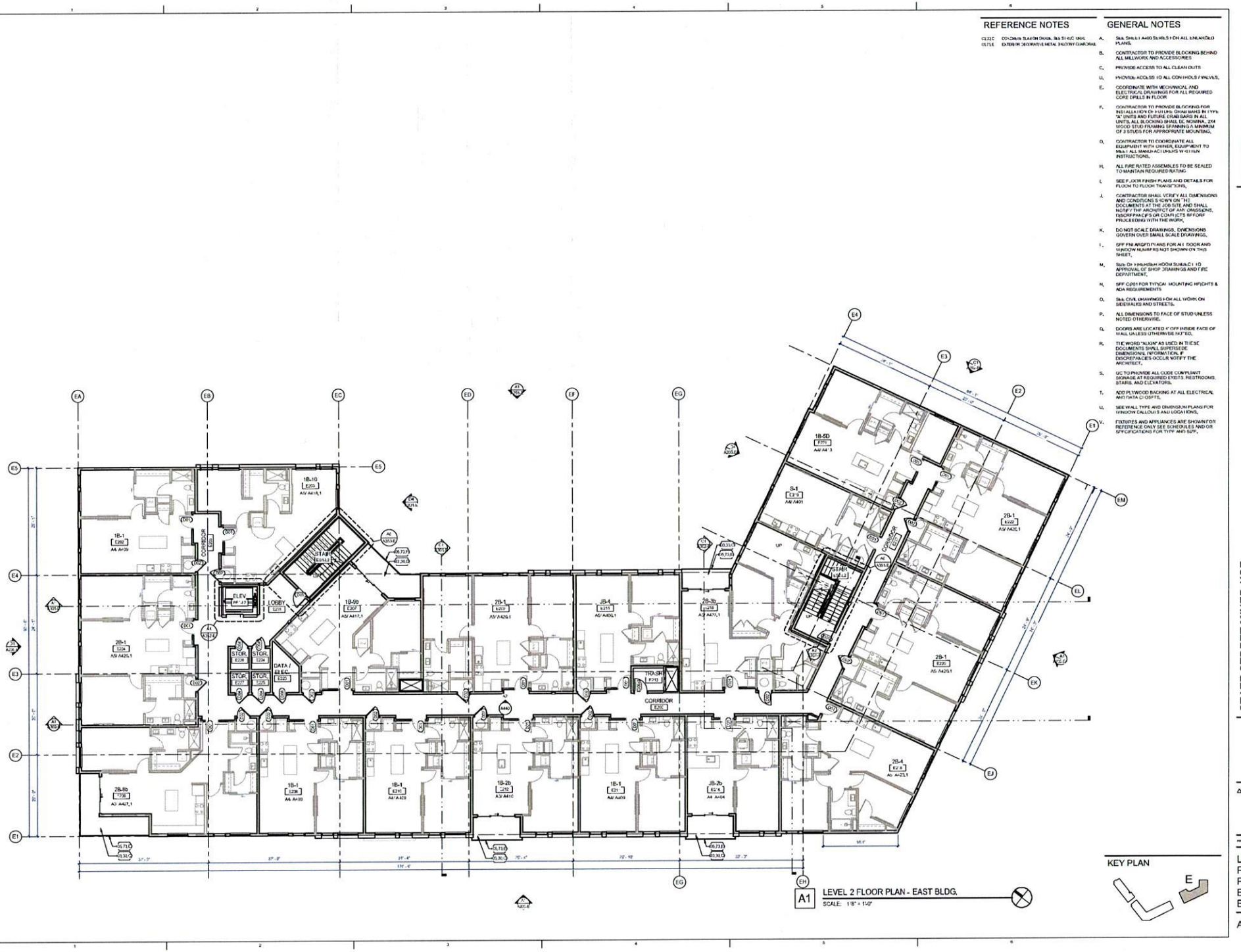
△ DATE REVISION

PROJECT NUMBER 22014

LEVEL 1 FLOOR PLAN - EAST BLDG.

A101-E

8/29/2022 7:51:21 AM



REFERENCE NOTES

C121C	CONCRETE SLAB ON GRADE, SEE S1.40C UNO
G71E	EXTERIOR DECORATIVE METAL BALCONY GUARDRAIL

GENERAL NOTES

A. SEE SHEET A400 SERIES FOR ALL ENLARGED PLANS.

B. CONTRACTOR TO PROVIDE BLOCKING BEHIND ALL MILLWORK AND ACCESSORIES

C. PROVIDE ACCESS TO ALL CLEAN OUTS

D. PROVIDE ACCESS TO ALL CONTROLS / VALVES.

E. COORDINATE WITH MECHANICAL AND ELECTRICAL DRAWINGS FOR ALL REQUIRED CORE DRILLS IN FLOOR

F. CONTRACTOR TO PROVIDE BLOCKING FOR INSTALLATION OF HOUSING GRAB BARS IN TYPE "A" UNITS AND FUTURE GRAB BARS IN ALL UNITS. ALL BLOCKING SHALL BE NOMINAL 2X4 WOOD STUD FRAMING SPANNING A MINIMUM OF 3 STUDS FOR APPROPRIATE MOUNTING.

G. CONTRACTOR TO COORDINATE ALL EQUIPMENT WITH OWNER. EQUIPMENT TO MEET ALL MANUFACTURER'S WRITTEN INSTRUCTIONS.

H. ALL FIRE RATED ASSEMBLIES TO BE SEALED TO MAINTAIN REQUIRED RATING

I. SEE FLOOR FINISH PLANS AND DETAILS FOR FLOOR TO FLOOR TRANSITIONS.

J. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DOCUMENTS AT THE JOB SITE AND SHALL NOTIFY THE ARCHITECT OF ANY OMISSIONS, DISCREPANCIES OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.

K. DO NOT SCALE DRAWINGS. DIMENSIONS GOVERN OVER SMALL SCALE DRAWINGS.

L. SEE FINISH PLANS FOR ALL DOOR AND WINDOW NUMBERS NOT SHOWN ON THIS SHEET.

M. SUBMIT FINISH ROOM SCHEDULE FOR APPROVAL OF SHOP DRAWINGS AND FIRE DEPARTMENT.

N. SEE G001 FOR TYPICAL MOUNTING HEIGHTS & ADA REQUIREMENTS.

O. SEE CIVIL DRAWINGS FOR ALL WORK ON SIDEWALKS AND STREETS.

P. ALL DIMENSIONS TO FACE OF STUD UNLESS NOTED OTHERWISE.

Q. DOORS ARE LOCATED 4" OFF INSIDE FACE OF WALL UNLESS OTHERWISE NOTED.

R. THE WORD "ALIGN" AS USED IN THESE DOCUMENTS SHALL SUPERSEDE DIMENSIONAL INFORMATION. IF DISCREPANCIES OCCUR, NOTIFY THE ARCHITECT.

S. GC TO PROVIDE ALL CODE COMPLIANT SIGNAGE AT REQUIRED EXITS, RESTROOMS, STAIRS, AND ELEVATORS.

T. ADD PLYWOOD BACKING AT ALL ELECTRICAL AND DATA CLOSETS.

U. SEE WALL TYPE AND DIMENSION PLANS FOR WINDOW CALLOUTS AND LOCATIONS.

V. FIXTURES AND APPLIANCES ARE SHOWN FOR REFERENCE ONLY. SEE SCHEDULES AND OR SPECIFICATIONS FOR TYPE AND SIZE.

A1 LEVEL 2 FLOOR PLAN - EAST BLDG.
SCALE: 1/8" = 1'-0"

KEY PLAN

FFKR ARCHITECTS
750 Pacific Avenue, Salt Lake City, Utah 84104
0 (801.521.8180 - FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

PROJECT NUMBER	22014

LEVEL 2 FLOOR PLAN - EAST BLDG.

A102-E

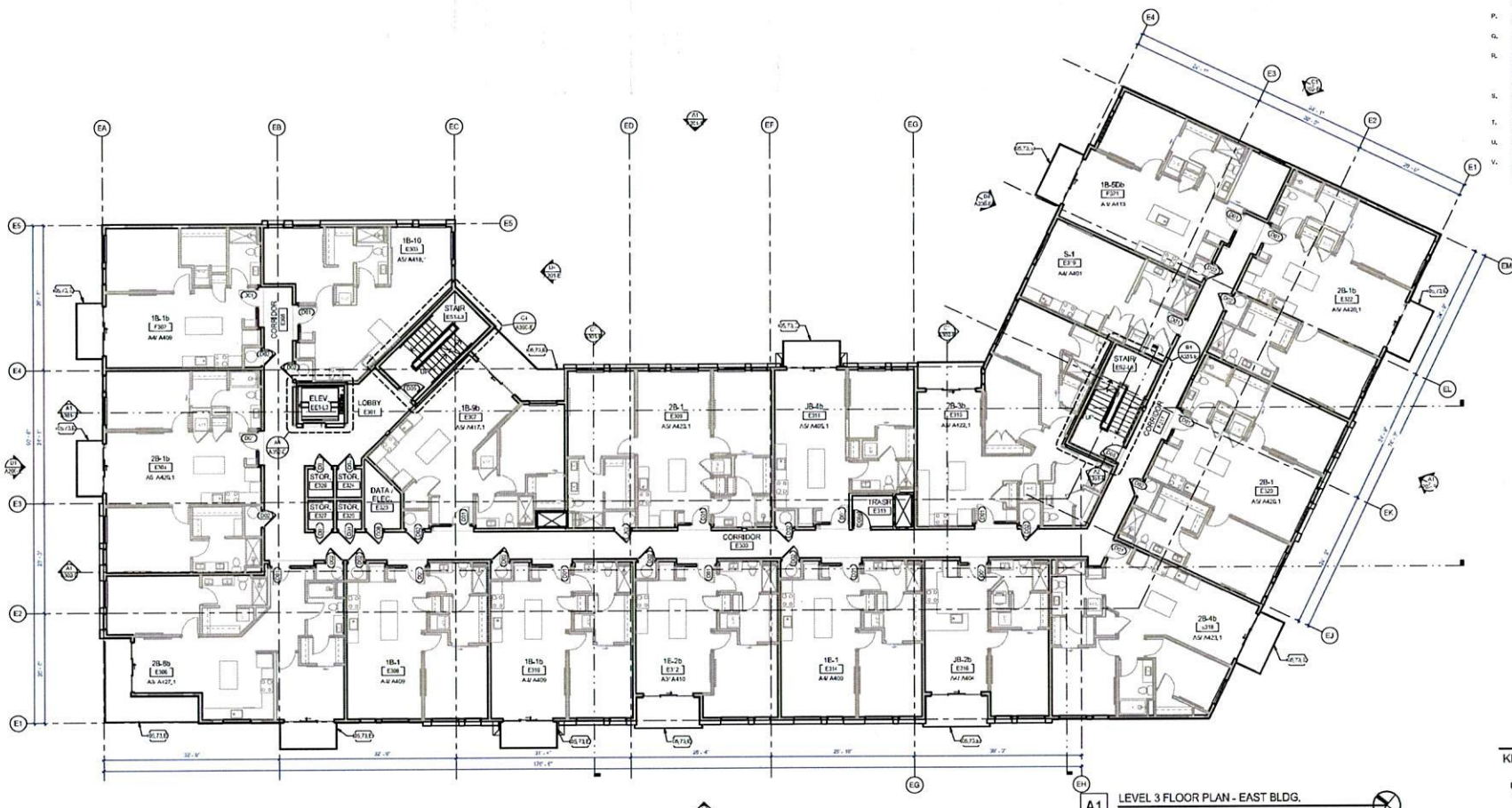
8/29/2022 7:51:39 AM

REFERENCE NOTES

05.71C EXTERIOR DECORATIVE METAL BALCONY GUARDRAIL

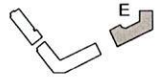
GENERAL NOTES

A. Sds: Shts 1 A400 Sheets FOR ALL UNLAHDED PLANS.
B. CONTRACTOR TO PROVIDE BLOCKING BEHIND ALL MILLWORK AND ACCESSORIES
C. PROVIDE ACCESS TO ALL CLEAN-OUTS
D. PROVIDE ACCESS TO ALL CONTROLS / VALVES.
E. COORDINATE WITH MECHANICAL AND ELECTRICAL DRAWINGS FOR ALL REQUIRED CORE DRILLS IN FLOOR
F. CONTRACTOR TO PROVIDE BLOCKING FOR INSTALLATION OF FUTURE GRAB BARS IN TYPE "A" UNITS AND FUTURE GRAB BARS IN ALL UNITS. ALL BLOCKING SHALL BE NOMINAL, 2X4 WOOD STUD FRAMING SPANNING A MINIMUM OF 3 STUDS FOR APPROPRIATE MOUNTING.
G. CONTRACTOR TO COORDINATE ALL EQUIPMENT WITH OWNER. EQUIPMENT TO INSTALL ALL MANUFACTURERS WRITTEN INSTRUCTIONS.
H. ALL FIRE RATED ASSEMBLIES TO BE SEALED TO MAINTAIN REQUIRED RATING
I. SEE FLOOR FINISH PLANS AND DETAILS FOR FLOOR TO FLOOR TRANSITIONS.
J. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON "NT" DOCUMENTS AT THE JOB SITE AND SHALL NOTIFY THE ARCHITECT OF ANY OMISSIONS, DISCREPANCIES OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
K. DO NOT SCALE DRAWINGS. DIMENSIONS GOVERN OVER SMALL SCALE DRAWINGS.
L. SEE FINISH PLANS FOR ALL DOOR AND WINDOW NUMBERS NOT SHOWN ON THIS SHEET.
M. Sds: OR HANDRAIL ROOM SUBJECT TO APPROVAL OF SHOP DRAWINGS AND FIRE DEPARTMENT.
N. SEE G001 FOR TYPICAL MOUNTING HEIGHTS & ADA REQUIREMENTS
O. Sds: CIVIL DRAWINGS FOR ALL WORK ON SIDEWALKS AND STREETS.
P. ALL DIMENSIONS TO FACE OF STUD UNLESS NOTED OTHERWISE.
Q. DOORS ARE LOCATED 4" OFF INSIDE FACE OF WALL UNLESS OTHERWISE NOTED.
R. THE WORD "ALIGN" AS USED IN THESE DOCUMENTS SHALL SUPERSEDE DIMENSIONAL INFORMATION. IF DISCREPANCIES OCCUR NOTIFY THE ARCHITECT.
S. GC TO PROVIDE ALL CODE COMPLIANT SIGNAGE AT REQUIRED EXISTG. RESTROOMS, STAIRS, AND ELEVATORS.
T. ADD PLYWOOD BACKING AT ALL ELECTRICAL AND DATA CLOSETS.
U. SEE WALL TYPE AND DIMENSION PLANS FOR WINDOW CALLOUTS AND LOCATIONS.
V. FIXTURES AND APPLIANCES ARE SHOWN FOR REFERENCE ONLY SEE SCHEDULES AND OR SPECIFICATIONS FOR TYPE AND SIZE.



A1 LEVEL 3 FLOOR PLAN - EAST BLDG.
SCALE: 1/8" = 1'-0"

KEY PLAN



FFKR ARCHITECTS
263 Pacific Avenue • Salt Lake City, Utah 84104
O 801.521.8760 • FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

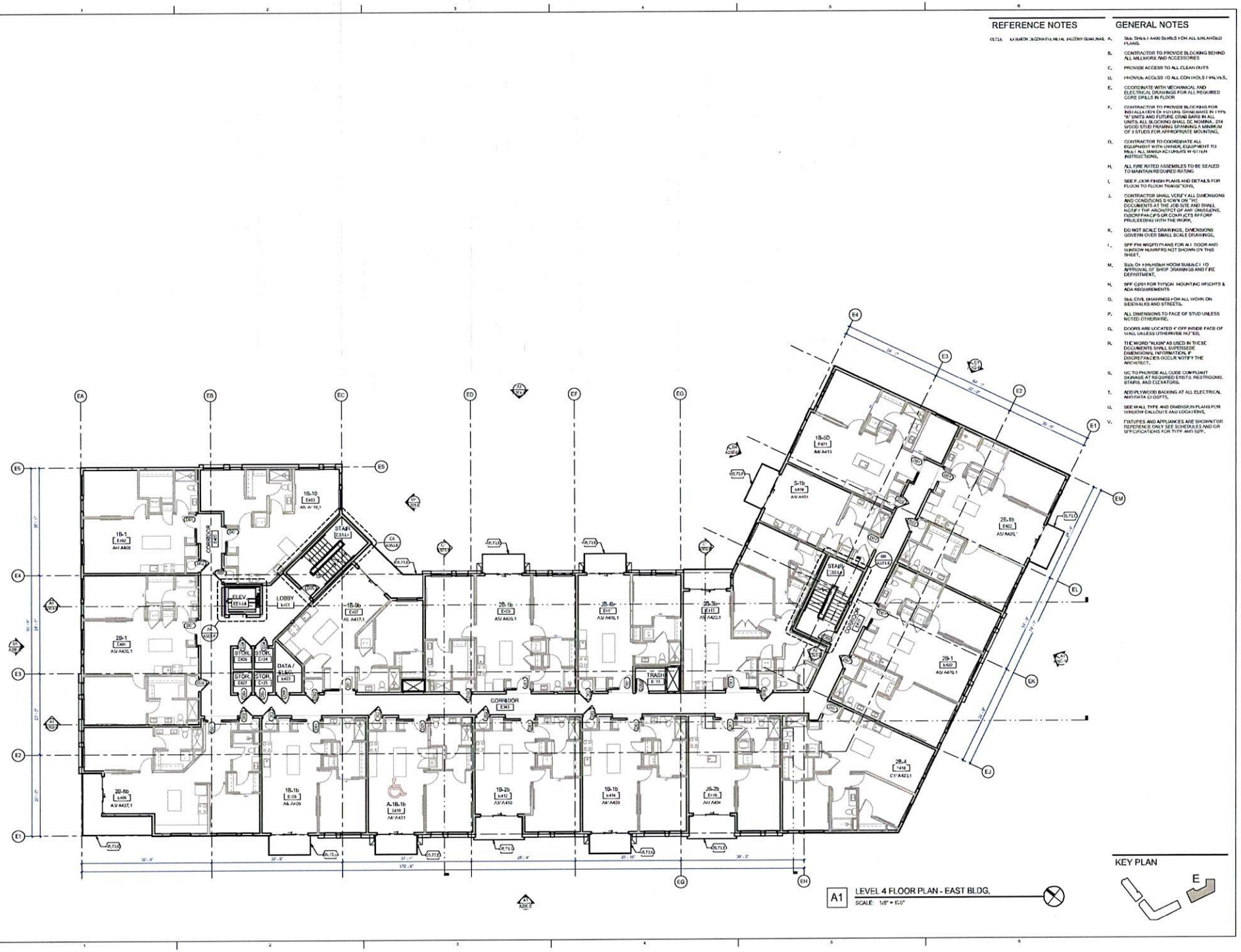
Δ	DATE	REMARK

PROJECT NUMBER 22014

LEVEL 3 FLOOR PLAN - EAST BLDG.

A103-E

8/29/2022 7:51:57 AM



FFKR ARCHITECTS
750 Pacific Avenue | Salt Lake City, Utah 84104
O 801.521.8160 | FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

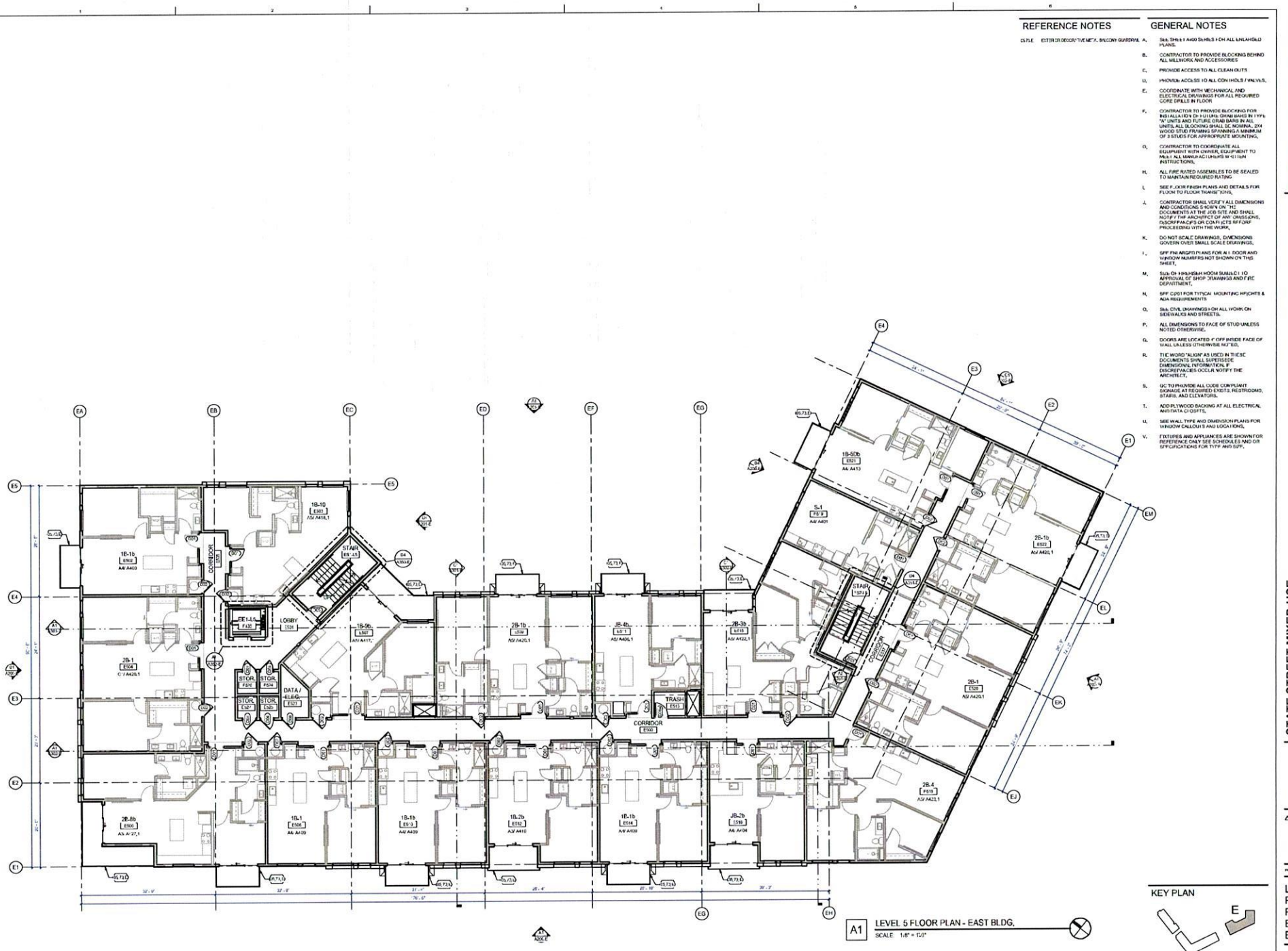
Δ	DATE	REMARK

PROJECT NUMBER 22014

LEVEL 4 FLOOR PLAN - EAST BLDG.

A104-E

8/29/2022 7:52:21 AM



FFKR ARCHITECTS
750 Pacific Avenue - Salt Lake City, Utah 84104
© 801.521.6100 - FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

△	DATE	REMARK

PROJECT NUMBER 22014

LEVEL 5 FLOOR PLAN - EAST BLDG.

A105-E

8/29/2022 7:52:39 AM

REFERENCE NOTES

05.73.E EXTERIOR DECORATIVE METAL BALCONY GUARDRAIL

GENERAL NOTES

A. See Sheet A400 Series FOR ALL ENLARGED PLANS.

B. CONTRACTOR TO PROVIDE BLOCKING BEHIND ALL MILLWORK AND ACCESSORIES

C. PROVIDE ACCESS TO ALL CLEAN OUTS

D. PROVIDE ACCESS TO ALL CONTROLS / VALVES.

E. COORDINATE WITH MECHANICAL AND ELECTRICAL DRAWINGS FOR ALL REQUIRED CORE DRILLS IN FLOOR

F. CONTRACTOR TO PROVIDE BLOCKING FOR INSTALLATION OF FUTURE GRAB BARS IN TYP. "A" UNITS AND FUTURE GRAB BARS IN ALL UNITS. ALL BLOCKING SHALL BE NOMINAL 2X4 WOOD STUD FRAMING SPANNING A MINIMUM OF 3 STUDS FOR APPROPRIATE MOUNTING.

G. CONTRACTOR TO COORDINATE ALL EQUIPMENT WITH OWNER. EQUIPMENT TO MEET ALL MANUFACTURER'S WRITTEN INSTRUCTIONS.

H. ALL FIRE RATED ASSEMBLIES TO BE SEALED TO MAINTAIN REQUIRED RATING

I. SEE FLOOR FINISH PLANS AND DETAILS FOR FLOOR TO FLOOR TRANSITIONS.

J. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DOCUMENTS AT THE JOB SITE AND SHALL NOTIFY THE ARCHITECT OF ANY OMISSIONS, DISCREPANCIES OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.

K. DO NOT SCALE DRAWINGS. DIMENSIONS GOVERN OVER SMALL SCALE DRAWINGS.

L. SEE FINISH PLANS FOR ALL DOOR AND WINDOW NUMBERS NOT SHOWN ON THIS SHEET.

M. Shop Drawings Shall Be Submitted To Architect And Fire Department For Approval Before Any Work Is Performed.

N. SEE G001 FOR TYPICAL MOUNTING HEIGHTS & ADA REQUIREMENTS

O. See Civil Drawings For All Work On Sidewalks And Streets.

P. ALL DIMENSIONS TO FACE OF STUD UNLESS NOTED OTHERWISE.

Q. DOORS ARE LOCATED 4" OFF INSIDE FACE OF WALL UNLESS OTHERWISE NOTED.

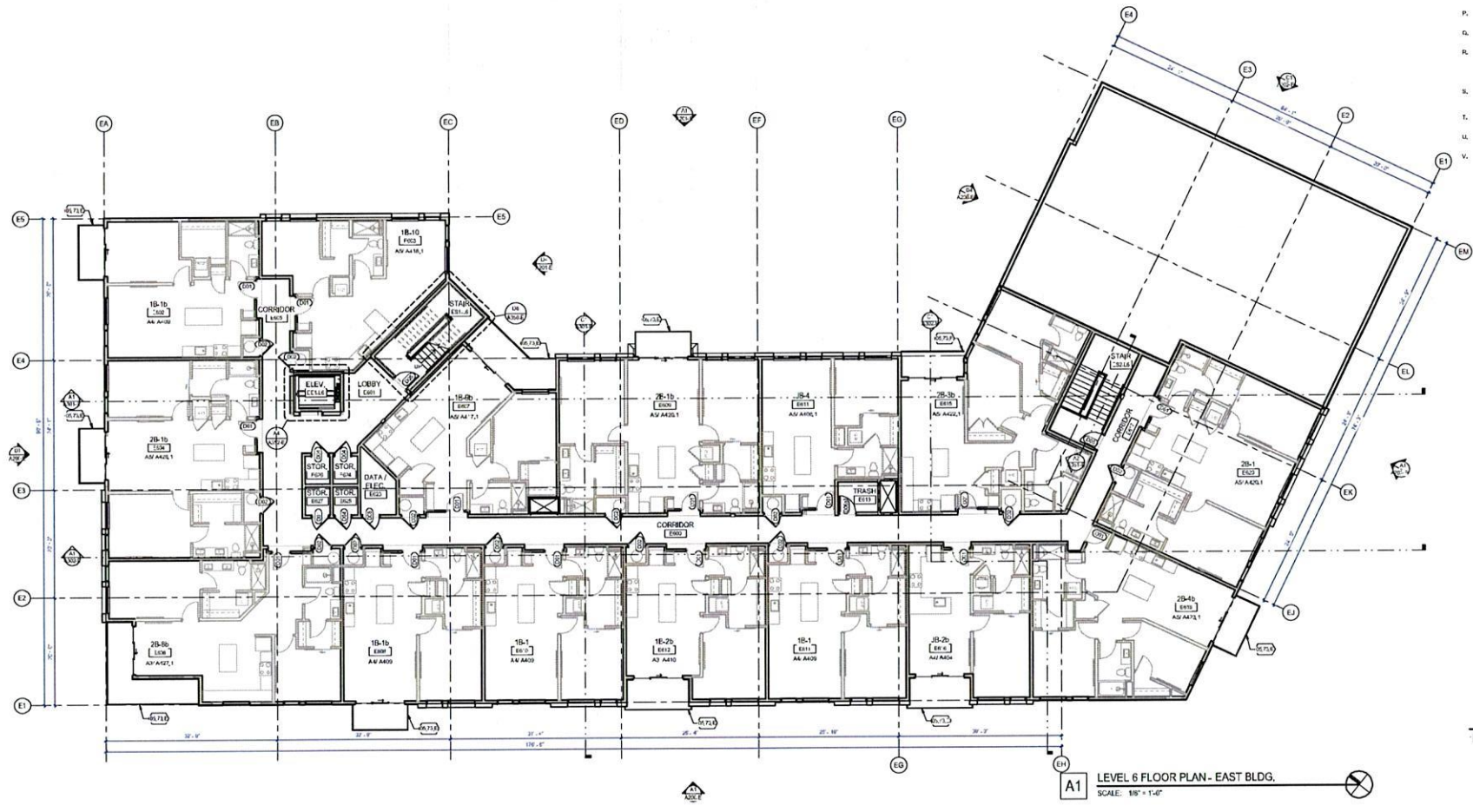
R. THE WORD "ALIGN" AS USED IN THESE DOCUMENTS SHALL SUPERSEDE DIMENSIONAL INFORMATION. IF DISCREPANCIES OCCUR NOTIFY THE ARCHITECT.

S. GC To Provide All Code Compliant Signage At Required Exits, Restrooms, Stairs, And Elevators.

T. ADD PLYWOOD BACKING AT ALL ELECTRICAL AND DATA CLOSETS.

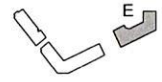
U. See Wall Type And Dimension Plans For Window Callouts And Locations.

V. Fixtures And Appliances Are Shown For Reference Only See Schedules And Or Specifications For Type And Size.



A1 LEVEL 6 FLOOR PLAN - EAST BLDG.
SCALE: 1/8" = 1'-0"

KEY PLAN



FFKR ARCHITECTS
750 Pacific Avenue · Salt Lake City, Utah 84104
o (801) 521-8760 · FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

Δ DATE REVISION

PROJECT NUMBER 22014

LEVEL 6 FLOOR PLAN - EAST BLDG.

A106-E

8/29/2022 7:53:02 AM

GENERAL NOTES

A. REFER TO FLOOR PLANS FOR LOWER LEVEL ROOFS.

B. REFER TO FLOOR PLANS AND DETAILS FOR ROOFING AT EACH BALCONY.

C. ALL FLUES AND METAL PENETRATIONS SHALL BE PAINTED TO MATCH ROOF COLOR.

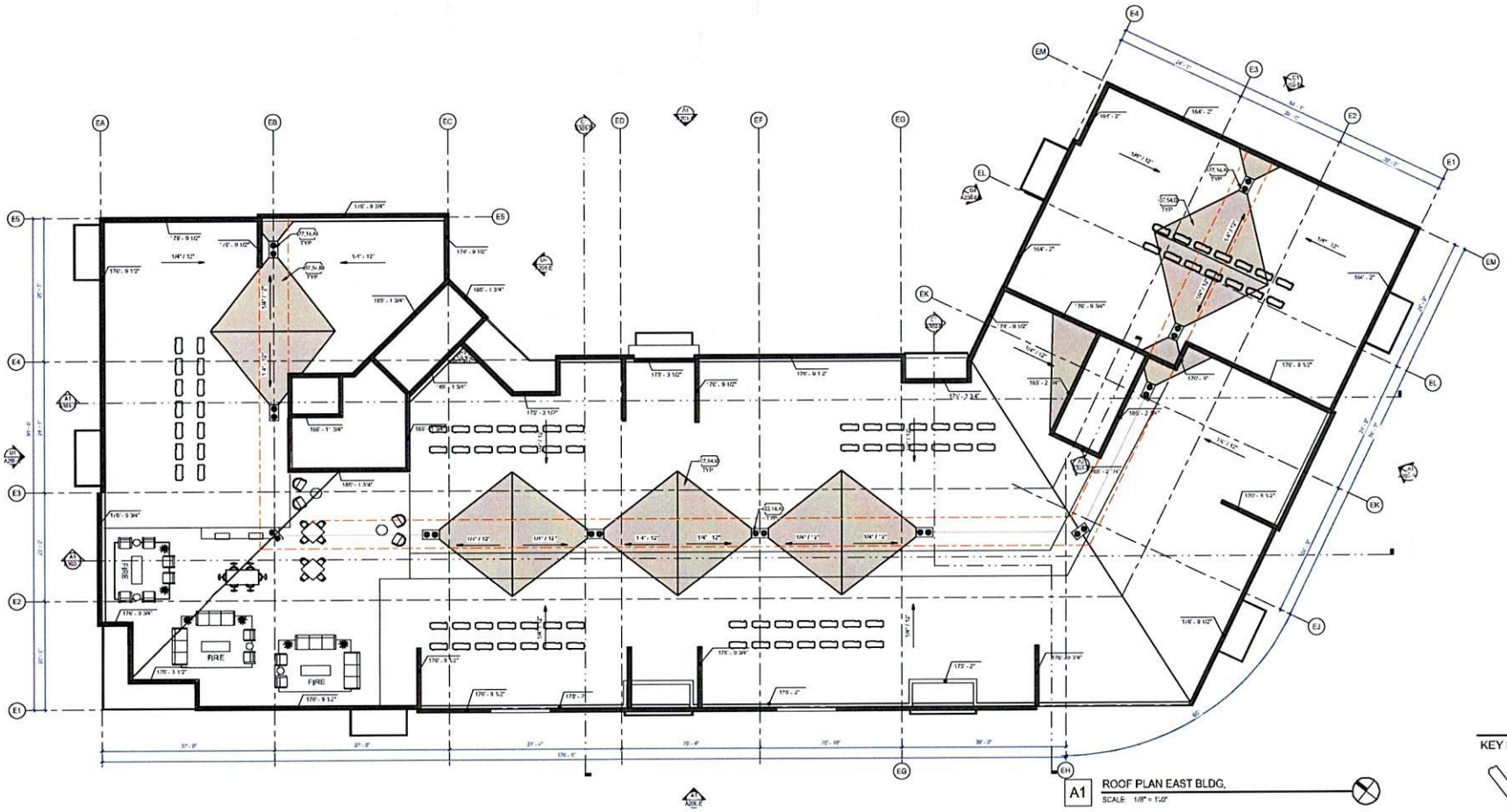
REFERENCE NOTES

07144 ROOF CRICKET

22114 RWDI DRAIN, SEE ROOF PLANS AND DETAILS. SEE P_URBS-13

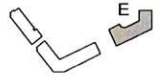
ROOF LEGEND

- TAPERED INSULATION CRICKET
- SLOPED TRUSS ROOF, SEE STRUCTURAL
- WALK PAD PATH
- CONCRETE



A1 ROOF PLAN EAST BLDG.
SCALE: 1/8" = 1'-0"

KEY PLAN



FFKR ARCHITECTS
720 North Main Street Salt Lake City, Utah 84103
o (801) 521-8760 - FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

Δ	DATE	REVISION

PROJECT # 22014

ROOF PLAN - EAST BUILDING

A107-E

8/25/2022 7:53:25 AM

GENERAL NOTES

A. ALL PARAPET WALLS SHALL HAVE PERFINISHED METAL PARAPET CAP.

B. FOR ALL WALLS NOT FIFVATED, FINISH TO MATCH ADJACENT FINISH MOST WALL FINISH.

C. ALL VENT COVER COLORS TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STANDARD.

D. SEE DETAIL 7/7777 FOR STANDARD CONCRETE FORM AND TIE PATTERNS. COORDINATION TO PROVIDE FORM AND TIE SUBMITTAL PRIOR TO CONCRETE PLACEMENT.

E. REFER TO 7/7777 FOR TYPICAL DETAIL AND SECTION CALLOUTS

F. EXTERIOR SINGLE COAT STUCCO OVER NON-COMBUSTIBLE WATER BARRIER PER ESR #3470 OR EQUIVALENT. PROVIDE CONTROL JOINTS AS INDICATED ON EXTERIOR ELEVATION.

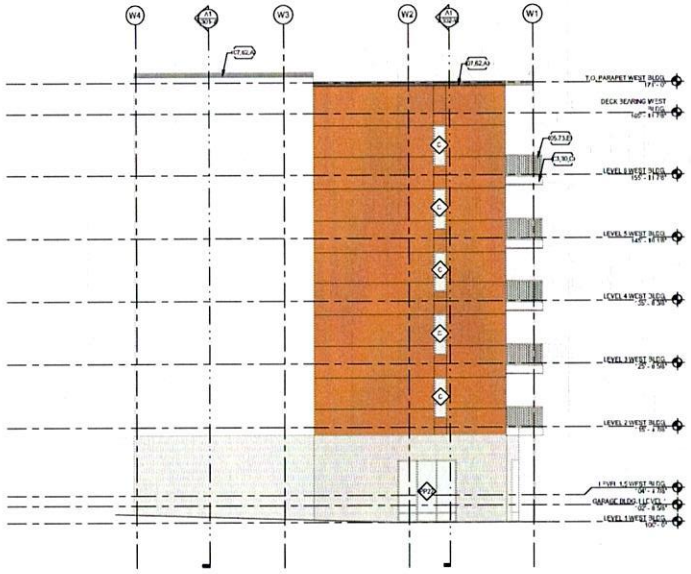
G. ALL METAL PANEL TO BE INSTALLED IN A VERTICAL RUNNING BOND PATTERN EXCEPT MTL-1. THE WOODGRAIN METAL PANEL IS TO BE INSTALLED IN A CONTINUOUS VERTICAL PATTERN.

H. I. ALL EXTERIOR SIGNAGE IS BY OTHERS AND WILL BE DETAILED IN SHOP DRAWINGS AND APPROVED BY ARCHITECT. A SEPARATE SIGNAGE PERMIT IS REQUIRED.

J. ALL EXTERIOR EXHAUST VENTS TO BE WHITE

REFERENCE NOTES

05 36 C CONCRETE SLAB ON GRADE SEE STRUCTURAL.
06 13 E EXTERIOR DECORATIVE METAL BALCONY GUARDRAIL
07 62 C WHITE METAL FASCIA PANEL.
07 62 F PREFINISHED METAL PARAPET CAP



D1 WEST BLDG. ELEVATION
SCALE: 1/8" = 1'-0"



A1 WEST BLDG. ELEVATION
SCALE: 1/8" = 1'-0"

FFKR ARCHITECTS
750 Pacific Avenue - Salt Lake City, Utah 84104
o 801.521.8760 - FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105
100% DESIGN DEVELOPMENT - 09/02/2022

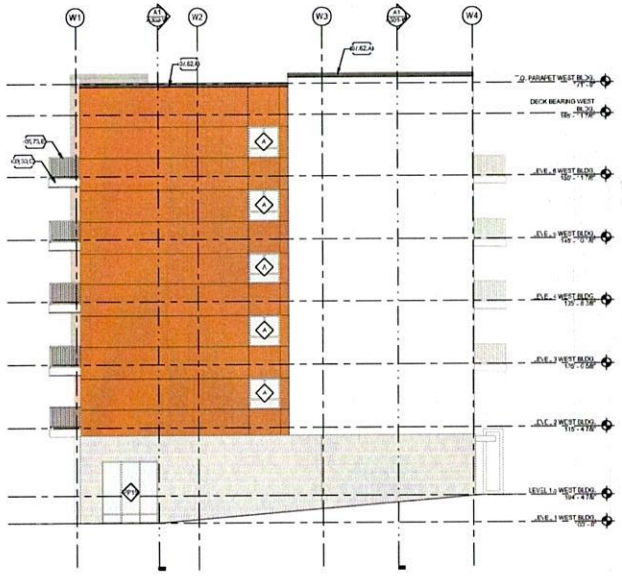
Δ	DATE	REMARK

PROJECT NUMBER 22014

EXTERIOR ELEVATIONS

A200-W

9/1/2022 2:46:14 PM



D1 WEST BLDG, ELEVATION
SCALE: 1/8" = 1'-0"



A1 WEST BLDG, ELEVATION
SCALE: 1/8" = 1'-0"

GENERAL NOTES

A. ALL PARAPET WALLS SHALL HAVE PERFORMED METAL PARAPET CAP.

B. FOR ALL WALLS NOT ELEVATED, FINISH TO MATCH ADJACENT FRONT MOST WALL FINISH.

C. ALL VENT COVER COLORS TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STANDARD.

D. SEE DETAIL ??/???? FOR STANDARD CONCRETE FORM AND TIE PATTERNS. CONTRACTOR TO PROVIDE MOCK AND ITS SUBMITTAL PRIOR TO CONCRETE POUR

E. REFER TO ??/???? FOR TYPICAL DETAIL AND SECTION CALLOUTS

F. EXTERIOR SINGLE COAT STUCCO OVER NON-COMBUSTIBLE WATER BARRIER PER ESR #3470 OR EQUAL PROVIDE CONTROL JOINTS AS INDICATED ON EXTERIOR ELEVATION.

G. ALL METAL PANEL TO BE INSTALLED IN A VERTICAL RUNNING BOND PATTERN EXCEPT MTL-1, THE WOODEN WOOD METAL PANELS TO BE INSTALLED IN A CONTINUOUS VERTICAL PATTERN.

H. I. ALL EXTERIOR SIGNAGE IS BY OTHERS AND WILL BE DETAILED IN SHOP DRAWINGS AND REVIEWED BY ARCHITECT. A SEPARATE SIGNAGE PERMIT IS REQUIRED.

J. ALL EXTERIOR EXHAUST VENTS TO BE WHITE

REFERENCE NOTES

05.15.C	CONCRETE SLAB ON GRADE. SEE STRUCTURAL
06.13.E	EXTERIOR DECORATIVE VITAL BALCONY GUARDRAIL
07.42.E	WHITE METAL FASCIA PANEL
07.62.F	PREPAINTED METAL PARAPET CAP

FFKR ARCHITECTS
750 Pacific Avenue - Salt Lake City, Utah 84104
O 801.521.8760 - FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105
100% DESIGN DEVELOPMENT - 09/02/2022

Δ	DATE	REMARK

PROJECT NUMBER 22014

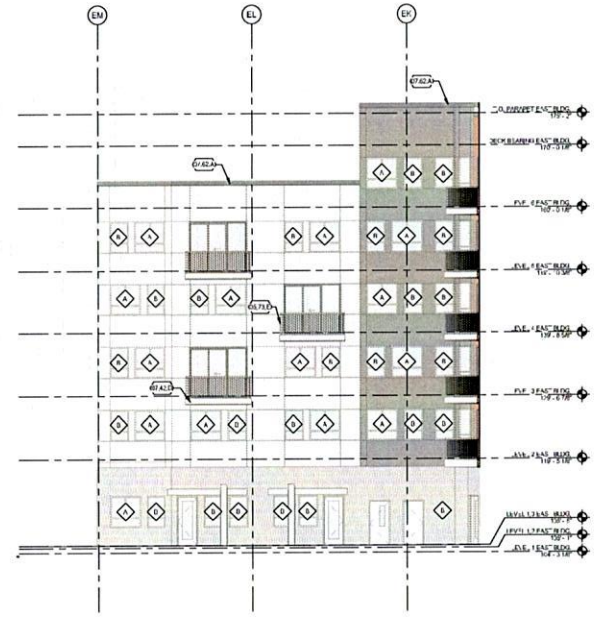
EXTERIOR ELEVATIONS

A201-W

9/1/2022 2:46:39 PM



D1 EAST BLDG. ELEVATION
SCALE: 1/8" = 1'-0"



D4 EAST BLDG. ELEVATION
SCALE: 1/8" = 1'-0"

GENERAL NOTES

A. ALL PARAPET WALLS SHALL HAVE PERFINISHED METAL PARAPET CAP.

B. FOR ALL WALLS NOT FINISHED, FINISH TO MATCH ADJACENT FRONT MOST WALL FINISH.

C. ALL VENT COVER COLORS TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STANDARD.

D. SEE DETAIL 7/7777 FOR STANDARD CONCRETE FORM AND TIE PATTERNS. COORDINATION TO PROVIDE FORM AND TIE SUBMITTAL PRIOR TO CONCRETE POUR.

E. REFER TO 7/7777 FOR TYPICAL DETAIL AND SECTION CALLOUTS

F. EXTERIOR SINGLE COAT STUCCO OVER NON-COMBUSTIBLE WATER BARRIER PER ESR #3070 OR EQUAL. PROVIDE CONTROL JOINTS AS INDICATED ON EXTERIOR ELEVATION.

G. ALL METAL PANEL TO BE INSTALLED IN A VERTICAL RUNNING BOND PATTERN EXCEPT MTL-1, THE WEDGEWOOD METAL PANEL IS TO BE INSTALLED IN A CONTINUOUS VERTICAL PATTERN.

H. ALL EXTERIOR SIGNAGE IS BY OTHERS AND WILL BE SUBMITTED IN SHOP DRAWINGS AND REVIEWED BY ARCHITECT. A SEPARATE SIGNAGE PERMIT IS REQUIRED.

I. ALL EXTERIOR EXHAUST VENTS TO BE WHITE

REFERENCE NOTES

05.71E	EXTERIOR DECORATIVE METAL BALCONY GUARDRAIL
07.62A	PREFINISHED METAL PARAPET CAP



A1 EAST BLDG. ELEVATION
SCALE: 1/8" = 1'-0"

FFKR ARCHITECTS
750 Pacific Avenue - Salt Lake City, Utah 84104
O 801.521.0195 - FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105
100% DESIGN DEVELOPMENT - 09/02/2022

Δ	DATE	REVISION

PROJECT NUMBER 22014

EXTERIOR ELEVATIONS

A200-E

9/1/2022 2:46:51 PM

GENERAL NOTES

A. ALL PARAPET WALLS SHALL HAVE PERFINISHED METAL PARAPET CAP.

B. FOR ALL WALLS NOT ELEVATED, FINISH TO MATCH ADJACENT FRONT MOST WALL FINISH.

C. ALL VENT COVER COLORS TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STANDARD.

D. SEE DETAIL ??.???? FOR STANDARD CONCRETE FORM AND TIE PATTERNS. CONTRACTOR TO PHOTOVOLTAIC AND ITS SUBMITTAL PRIOR TO CONSTRUCTION

E. REFER TO ??.???? FOR TYPICAL DETAIL AND SECTION CALLOUTS

F. EXTERIOR SINGLE COAT STUCCO OVER NON-COMBUSTIBLE WATER BARRIER PER ESR #3470 OR EQUIVALENT. PROVIDE CONTROL JOINTS AS INDICATED ON EXTERIOR ELEVATION.

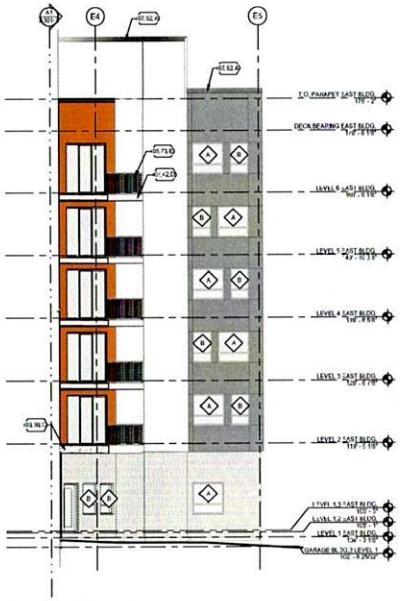
G. ALL METAL PANEL TO BE INSTALLED IN A VERTICAL RUNNING BOND PATTERN EXCEPT MTL-1, THE WEDGEWOOD METAL PANEL IS TO BE INSTALLED IN A CONTINUOUS VERTICAL PATTERN.

H. ALL EXTERIOR SIGNAGE IS BY OTHERS AND WILL BE REVIEWED ON SHOP DRAWINGS AND REVIEWED BY ARCHITECT. A SEPARATE SIGNAGE PERMIT IS REQUIRED.

I. ALL EXTERIOR EXHAUST VENTS TO BE WHITE

REFERENCE NOTES

03 XX 0	CONCRETE SLAB ON GRADE, SEE STRUCTURAL
05 73 E	EXTERIOR DECORATIVE VITAL BALCONY GUARDRAIL
07 42 0	WHITE PVC FASCIA PANEL
07 62 A	PREFINISHED METAL PARAPET CAP



D4 EAST BLDG. ELEVATION
SCALE: 1/8" = 1'-0"



A1 EAST BLDG. ELEVATION
SCALE: 1/8" = 1'-0"

9/1/2022 2:46:22 PM

FFKR ARCHITECTS
750 Pacific Avenue - Salt Lake City, Utah 84104
O 801.521.8160 - FFKR.COM

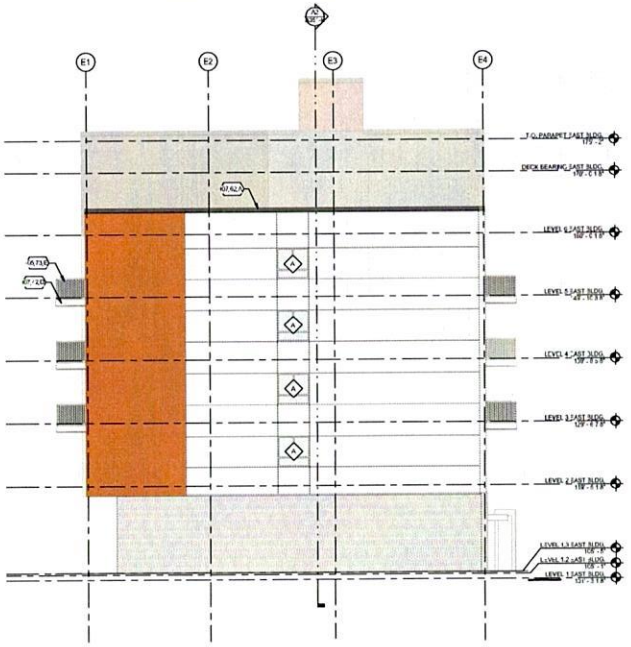
STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105
100% DESIGN DEVELOPMENT - 09/02/2022

Δ	DATE	REMARK

PROJECT NUMBER 22014

EXTERIOR ELEVATIONS

A201-E



C1 EAST BLDG. ELEVATION

SCALE: 1/8" = 1'-0"



A1 EAST BLDG. ELEVATION

SCALE: 1/8" = 1'-0"

GENERAL NOTES

A. ALL PARAPET WALLS SHALL HAVE PERFINISHED METAL PARAPET CAP.

B. FOR ALL WALLS NOT FLYWATED, FINISH TO MATCH ADJACENT FINISH MOST WALL FINISH.

C. ALL VENT COVER COLORS TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STANDARD.

D. SEE DETAIL 7/-777 FOR STANDARD CONCRETE FORM AND TIE PATTERNS. CONTRACTOR TO PROVIDE FORM AND TIE SUBMITTAL PRIOR TO CONCRETE POUR.

E. REFER TO 7/-777 FOR TYPICAL DETAIL AND SECTION CALLOUTS

F. EXTERIOR SINGLE COAT STUCCO OVER NON-COMBUSTIBLE WATER BARRIER PER ESR #3470H (MASS), PROVIDE CONTROL JOINTS AS INDICATED ON EXTERIOR ELEVATION.

G. ALL METAL PANEL TO BE INSTALLED IN A VERTICAL RUNNING BOND PATTERN EXCEPT MTL-1, THE WEDGEWOOD METAL PANELS TO BE INSTALLED IN A CONTINUOUS VERTICAL PATTERN.

H. ALL EXTERIOR SIGNAGE IS BY OTHERS AND WILL BE DETAILED IN SHOP DRAWINGS AND REVIEWED BY ARCHITECT. A SEPARATE SIGNAGE PERMIT IS REQUIRED.

I. ALL EXTERIOR EXHAUST VENTS TO BE WHITE

REFERENCE NOTES

05.71E EXTERIOR DECORATIVE VITAL BALCONY GUARDRAIL

07.62C BENT METAL FASCIA PANEL

07.62.A PREFINISHED METAL PARAPET CAP

FFKR ARCHITECTS
750 Pacific Avenue - Salt Lake City, Utah 84104
o 801.521.8760 - FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105
100% DESIGN DEVELOPMENT - 09/02/2022

Δ	DATE	REMARK

PROJECT NUMBER 22014

EXTERIOR ELEVATIONS

A202-E

9/1/2022 2:46:48 PM

GENERAL NOTES

A. ALL PARAPET WALLS SHALL HAVE PREFINISHED METAL PARAPET CAP.

B. FOR ALL WALLS NOT ELEVATED, FINISH TO MATCH ADJACENT FRONT MOST WALL FINISH.

C. ALL VENT COVER COLORS TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STANDARD.

D. SEE DETAIL 7/777777 FOR STANDARD CONTROL JOINT AND FLASHING. CONTRACTOR TO PROVIDE FORM AND TIE SUBMITTAL PRIOR TO CONCRETE POUR.

E, F. REFER TO 7/777777 FOR TYPICAL DETAIL AND SECTION CALLOUTS.

H, I. 5/8" HIGH SINGLE COAT STUCCO OVER NON-COMBUSTIBLE WATER BARRIER PER ESR REPORT ER 5360. PROVIDE CONTROL JOINTS AS INDICATED ON EXTERIOR ELEVATION.

G. ALL METAL PANEL TO BE INSTALLED IN A VERTICAL RUNNING BOND PATTERN W/ KNOWN MILL 1, 11th MIL ALUMINUM METAL PANELS TO BE INSTALLED IN A CONTINUOUS VERTICAL PATTERN.

K, L. ALL EXTERIOR SIGNAGE IS BY OTHERS AND WILL BE DETAILED IN SHOP DRAWINGS AND REVIEWED BY ARCHITECT. A SEPARATE SIGNAGE PERMIT IS REQUIRED.

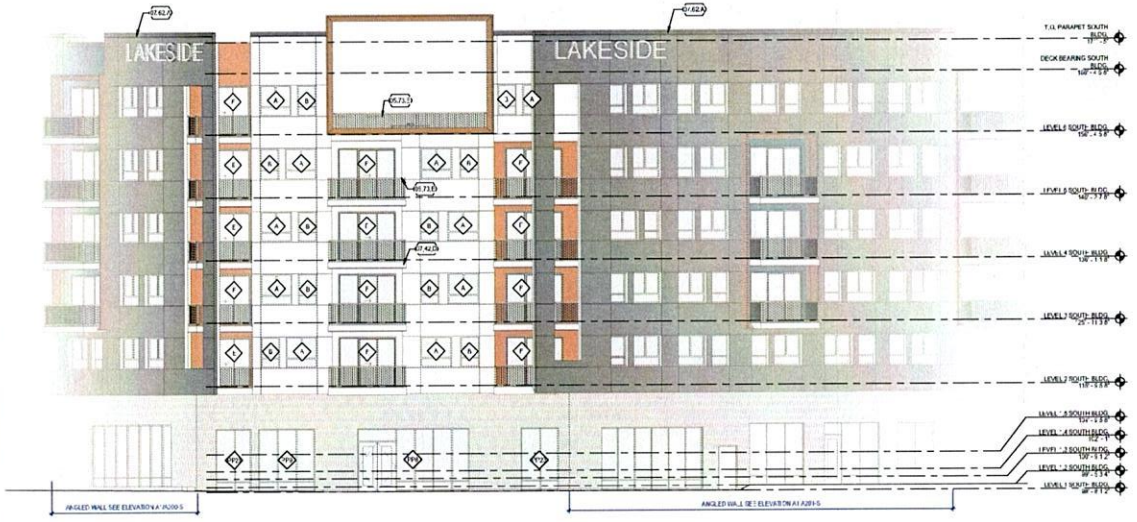
J. ALL EXTERIOR EXHAUST VENTS TO BE WHITE

REFERENCE NOTES

05.73.C EXTERIOR DECORATIVE METAL BALCONY GUARDRAIL

05.42.C BENT METAL FASCIA PANEL

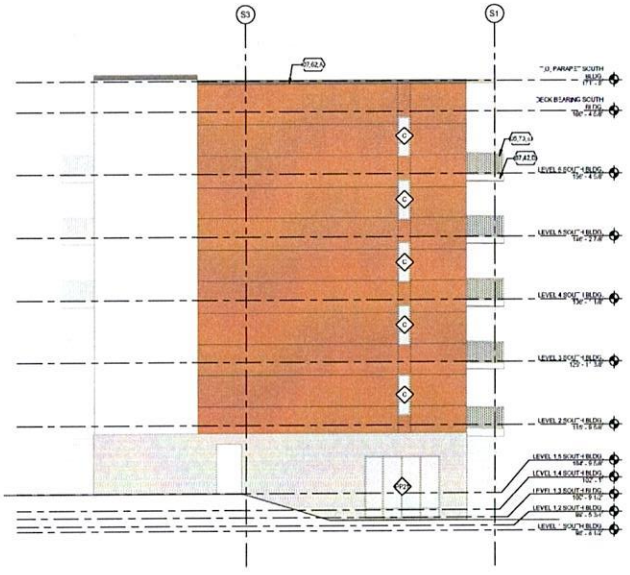
07.62.7 PREFINISHED METAL PARAPET CAP



D1 SOUTH BLDG. ELEVATION
SCALE: 1/8" = 1'-0"



A1 SOUTH BLDG. ELEVATION
SCALE: 1/8" = 1'-0"



A5 SOUTH BLDG. ELEVATION
SCALE: 1/8" = 1'-0"

FFKR ARCHITECTS
720 Pacific Avenue · Salt Lake City, Utah 84104
O 801.521.0180 · FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105
100% DESIGN DEVELOPMENT - 09/02/2022

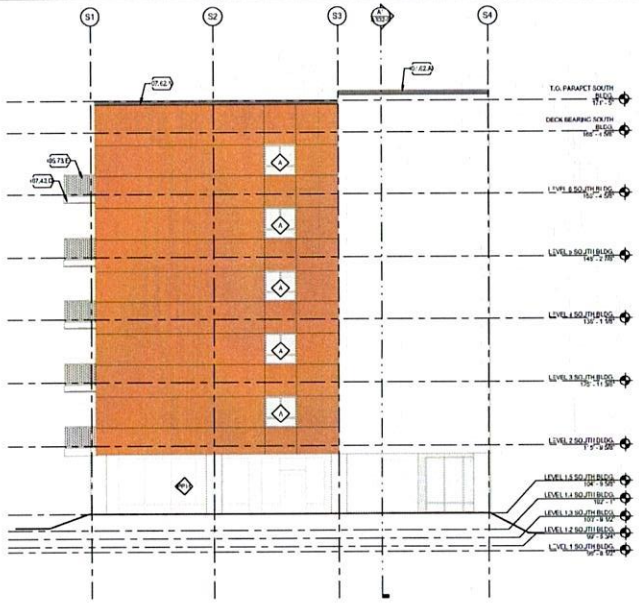
△	DATE	REMARK

PROJECT NUMBER 22014

EXTERIOR ELEVATIONS

A200-S

9/1/2022 2:46:07 PM



D1 SOUTH BLDG. ELEVATION
SCALE: 1/8" = 1'-0"

GENERAL NOTES

A. ALL PARAPET WALLS SHALL HAVE PERFINISHED METAL PARAPET CAP.

B. FOR ALL WALLS NOT FLASHED, FINISH TO MATCH ADJACENT FRONT MOST WALL FINISH.

C. ALL VENT COVER COLORS TO BE SELECTED BY ARCHITECT FROM MANUFACTURER'S STANDARD.

D. SEE DETAIL ??/???? FOR STANDARD CONCRETE FORM AND TIE PATTERNS. CONTRACTOR TO PROVIDE FORM AND TIE SUBMITTALS PRIOR TO CONCRETE POUR.

E. REFER TO ??/???? FOR TYPICAL DETAIL AND SECTION CALLOUTS.

F. EXTERIOR SINGLE COAT STUCCO OVER NON-COMBUSTIBLE WATER BARRIER PER ESR #3470 (1 MIN WRB, PROVIDE CONTROL JOINTS AS INDICATED ON EXTERIOR ELEVATION.

G. ALL METAL PANEL TO BE INSTALLED IN A VERTICAL RUNNING BOND PATTERN EXCEPT MTL-1, THE WEDGEWOOD METAL PANEL IS TO BE INSTALLED IN A CONTINUOUS VERTICAL PATTERN.

H, I. ALL EXTERIOR SIGNAGE IS BY OTHERS AND WILL BE DETAILED IN SHOP DRAWINGS AND REVIEWED BY ARCHITECT. A SEPARATE SIGNAGE PERMIT IS REQUIRED.

J. ALL EXTERIOR EXHAUST VENTS TO BE WHITE

REFERENCE NOTES

03.30.C	CONCRETE SLAB ON GRADE, SEE STRUCTURAL
06.10.E	EXTERIOR DECORATIVE VITAL BALCONY GUARDRAIL
07.41.E	METAL FASCIA PANEL
07.62.7	PREFINISHED METAL PARAPET CAP



A1 SOUTH BLDG. ELEVATION
SCALE: 1/8" = 1'-0"

FFKR ARCHITECTS
750 Pacific Avenue - Salt Lake City, Utah 84104
© 801.521.8180 - FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105
100% DESIGN DEVELOPMENT - 09/02/2022

Δ	DATE	REVISION

PROJECT NUMBER 22014

EXTERIOR ELEVATIONS

A201-S

9/1/2022 2:46:31 PM



D1 SOUTH BLDG. ELEVATION
SCALE: 1/8" = 1'-0"



A1 SOUTH BLDG. ELEVATION
SCALE: 1/8" = 1'-0"

GENERAL NOTES

A. ALL PARAPET WALLS SHALL HAVE PERFINISHED METAL PARAPET CAP.

B. FOR ALL WALLS NOT FURNISHED, FINISH TO MATCH ADJACENT FRONT MOST WALL FINISH.

C. ALL VENT COVER COLORS TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STANDARD.

D. SEE DETAIL 7/-7777 FOR STANDARD CONCRETE FORM AND TIE PATTERNS, CONNECTION TO PREVIOUS POUR AND ITS SUBMITTAL PRIOR TO CONCRETE POUR

E. REFER TO 7/-7777 FOR TYPICAL DETAIL AND SECTION CALLOUTS

F. EXTERIOR SINGLE COAT STUCCO OVER NON-COMBUSTIBLE WATER BARRIER PER ESR REPORT MASONRY, PROVIDE CONTROL JOINTS AS INDICATED ON EXTERIOR ELEVATION.

G. ALL METAL PANEL TO BE INSTALLED IN A VERTICAL RUNNING BOND PATTERN EXCEPT MTL-1, THE WEDGEWOOD METAL PANEL IS TO BE INSTALLED IN A CONTINUOUS VERTICAL PATTERN.

H. ALL EXTERIOR SIGNAGE IS BY OTHERS AND WILL BE SUBMITTED IN SHOP DRAWINGS AND REVIEWED BY ARCHITECT. A SEPARATE SIGNAGE PERMIT IS REQUIRED.

I. ALL EXTERIOR EXHAUST VENTS TO BE WHITE

REFERENCE NOTES

05 73 E	EXTERIOR DECORATIVE VITAL BALCONY GUARDRAIL
07 62 D	SENT METAL FASCIA PANEL
07 62 A	PREFINISHED METAL PARAPET CAP

FFKR ARCHITECTS
750 Pacific Avenue - Salt Lake City, Utah 84104
o 801.521.6190 - FFKR.COM

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105
100% DESIGN DEVELOPMENT - 09/02/2022

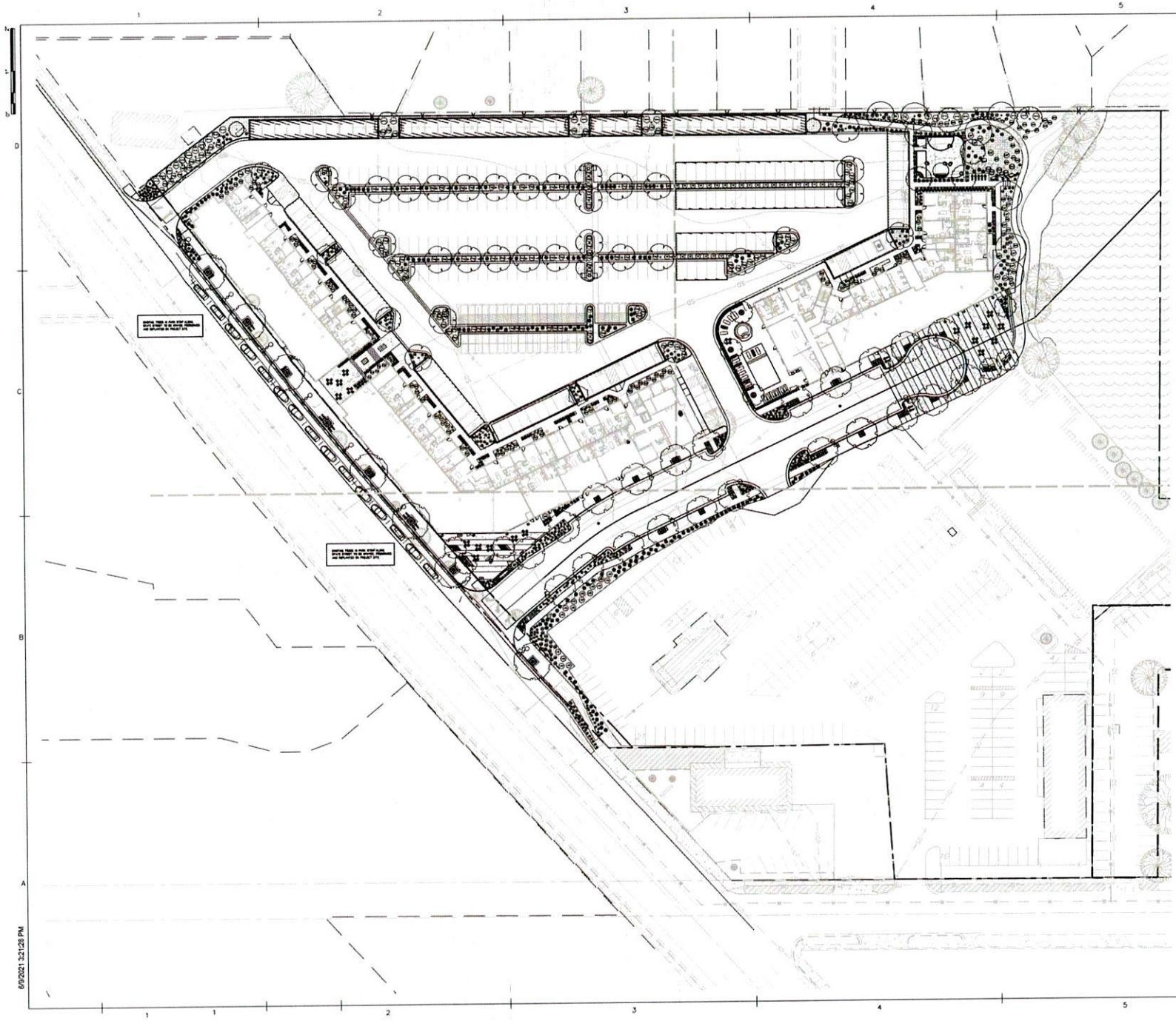
Δ	DATE	REMARK

PROJECT NUMBER 22014

EXTERIOR ELEVATIONS

A202-S

9/1/2022 2:46:56 PM



PLANT SCHEDULE — A

SEE SHT L103 FOR PLANT SCHEDULE

PLANTING NOTES — B

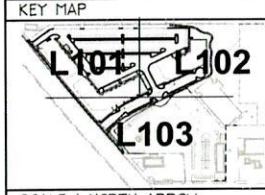
SEE SHT L501 FOR PLANT SCHEDULE

REFERENCE SCHEDULE NOTES — C

SYMBOL	DESCRIPTION	QTY.
1	3" DEEP 1 1/2" to 3" TAN ROCK MULCH, KEEP 1" BELOW FINISH GRADE OF SIDEWALK, TYP. REFER TO SHT. L501 DTL. D	24,621 sf
2	3" DEEP ORGANIC BARK MULCH, KEEP 1" BELOW FINISH GRADE OF SIDEWALK, TYP. REFER TO SHT. L501 DTL. D	2,056 sf
3	SITE LIGHT, SEE ELECTRICAL PLANS	
4	TRANSFORMER, SEE ELECTRICAL PLANS	
5	FIRE HYDRANT, SEE CIVIL PLANS	
6	MONUMENT SIGN SEE ARCHITECTURAL PLANS	
7	4'X8' CONCRETE HARVEST BLEND HOLLAND PAVER WITH AN APPROXIMATE 1/2" JOINT, TYP.	1,210 sf
8	EXPOSED CONCRETE BOLLARD, TYP.	5
9	5 DIA. TREE PLANTER POT ON POOL DECK	
10	6 FOOT HIGH FENCE PER CODE FOR POOL SAFTEY	
11	CONTROLLED ACCESS MAN GATE	
12	30 FT X 40 FT POOL WITH LOUNGE SHELF	
13	HOT TUB	
14	BIKE RACK by ULINE, MODEL H-9572BALV, CIRCLE 59" X 2 3/8" X 59", 2 BIKE CAPACITY, SURFACE MOUNTED, TYP.	19
15	6" DEEP 3" TO 6" DIA. TAN ROUND COBBLE	658 sf
16	LANDSCAPE BOULDER, TYPICAL, REFER TO SHT. L501 DTL.E	9
17	CHINOOK 6 X6' TREE GRATE BY URABAN ACCESSORIES, INSTALL ROOT BARRIER, TREE TO HAVE A MINIMUM CLEAR BRANCH HEIGHT OF 7 FEET IN TREE GRATE, TYP.	8
18	CHINOOK 5'X5' TREE GRATE BY URABAN ACCESSORIES , INSTALL ROOT BARRIER, TREE TO HAVE A MINIMUM CLEAR BRANCH HEIGHT OF 7 FEET IN TREE GRATE, TYP.	7
19	DOUBLE ACORN STREET LIGHT BY HOLPHANE, ALIGN ON STREET TREE, RUN LIGHTS PERPENDICULAR TO STREET AND MIN. 80 FEET ON CENTER AND MAX 90 FEET , TYP.	
20	STONE BENCH, TYP.	
21	DOG PARK ENTRY CONTROLED GATES, PROVIDE SHOP DRAWINGS	
22	42" HIGH DOG PARK/GARDEN FENCE, PROVIDE SHOP DRAWINGS	
23	K4 SYNTHETIC TURF SURFACING, TYP.	543 sf
24	6 FOOT BENCH, MODEL MOUNTAIN MAPLE BY PREMIER SITE FURNITURE, TYP.	4
25	DOG WASTE STATION	1
30	18" H x 18" H BOARD FORM CONCRETE BENCH	
32	CONCRETE WITH CHARCOAL BLACK INTEGRAL COLOR ADDED FINISH SURFACE WITH A LIGHT RETARDER EXPOSING AGGREGATE, TYP.	7,944 sf
33	BOULDER RETAINING WALL, SEE CIVIL PLANS FOR GRADES AND WALL HEIGHT	
34	PROTECT EXISTING TREESSEE SHEET L501 DETAIL B	
35	6 FOOT BENCH MODEL MOUNTAIN MAPLE BY PREMIER SITE FURNITURE, TYP.	4
36	TRASH RECEPTACLE MODEL OAK BY PREMIER SITE FURNITURE (1 SET OF LITTER AND RECYCLE)	11
37	SINGLE ACORN STREET LIGHT STREET LIGHT BY HOLPHANE , ALIGN ON STREET TREE, RUN LIGHTS PERPENDULAR TO STREET AND MINIMUM 40 FEET AND MAX 80 FEET ON CENTER, TYP.	
38	STANDARD CONCRETE, FINISH SURFACE WITH A MEDIUM RETARDER EXPOSING AGGREGATE, TYP.	
39	CONCRETE AMPITHEATRE BENCH SEATING	
40	REMOVABLE BOLLARD TO ALLOW FOOD TRUCK ACCESS	
41	PYLON, SEE ARCHITECTURAL PLANS FOR DETAIL	
42	LOCATION FOR ARTWORK	
43	PLANTER, PLANTED WITH SEASONAL COLOR	8
44	GRAY WASATCH CHAT STONE DUST PATH, TYP.	1,756 sf

* QUANTITY INFORMATION PROVIDED FOR REFERENCE ONLY. CONTRACTOR RESPONSIBLE TO VERIFY ALL QUANTITIES.

KEY MAP — D



SCALE & NORTH ARROW — E

NORTH

0 20 40 80

SCALE: 1" = 40'-0"

6/9/2021 3:21:28 PM

FFKR ARCHITECTS
730 Pacific Avenue · Salt Lake City, Utah 84104
O 801.521.8166 · FFKR.COM

Arc Sitio Design, Inc
Landscape Architecture & Architectural Site Design
1058 East 2100 South
Salt Lake City, Utah 84106
office 801 . 487 . 4923

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT. 84105

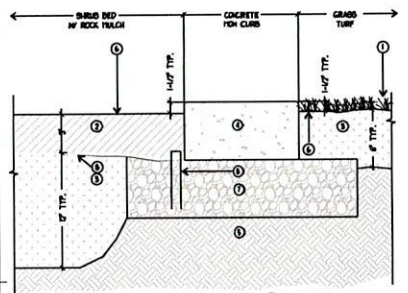
LICENSED LANDSCAPE ARCHITECT
Richard L. Gilbert
No. 5734299
09/23/2022
STATE OF UTAH

△ DATE REVISION

PROJECT NUMBER

OVERALL LANDSCAPE PLAN

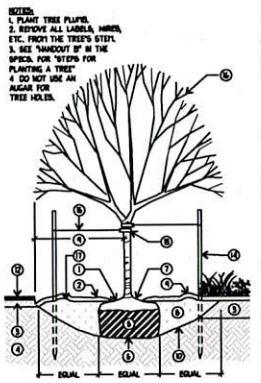
L100



H ROCK MULCH WITH TOPSOIL
SCALE: NTS SECTION

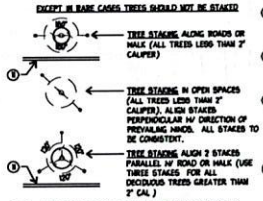
1. CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COSTS INCURRED DUE TO DAMAGE OF SAID UTILITIES.
2. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNERS REP. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH THE LANDSCAPE CONSTRUCTION FOR THIS PROJECT.
4. ALL PLANT MATERIAL SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE UPON DELIVERY TO THE SITE, AND PRIOR TO INSTALLATION. ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE ONLY AS APPROVED BY THE OWNER'S REPRESENTATIVE.
5. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIAL IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON THE DRAWINGS. IF DISCREPANCIES ARISE BETWEEN ACTUAL PLANTING AREA SIZES IN THE FIELD AND THOSE SHOWN ON THE PLANS, CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN WILL RESULT IN CONTRACTOR'S LIABILITY FOR MATERIALS RELOCATION.
6. FINAL LOCATIONS OF ALL PLANT MATERIALS SHALL BE SUBJECT TO APPROVAL OF THE OWNER'S REPRESENTATIVE. TREES SHALL NOT BE PLANTED LESS THAN 5'-0" FROM CURBS OR HARD SURFACE AREAS UNLESS A ROOT BARRIER IS INSTALLED.
7. CONTRACTOR SHALL PROVIDE SOIL ANALYSIS AND APPROP SOIL AS RECOMMENDED. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE LAST 6 INCHES OF GRADE IN TURF SOD AREAS (4 INCHES OF TOPSOIL AND 1 INCH FOR SOD) AND 18 INCHES IN SHRUB BED AREAS (3 INCHES OF BARK MULCH AND 12" OF AMENDED TOPSOIL). IF NECESSARY DIG SUBGRADE IN SHRUB BEDS AND TURF AREAS DOWN AS SPECIFIED BEFORE PLACING AMENDED TOPSOIL. THE PLANTING BLENDS IN THE PARKING LOTS SHALL HAVE ALL ROAD BASE REMOVED PRIOR TO PLACEMENT OF TOPSOIL. REFER TO GRADING PLAN FOR FINISH GRADE AND DRAINAGE.

I PLANTING NOTES
SCALE: NTS

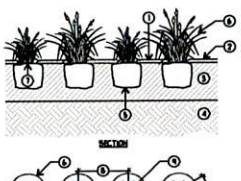


1 MULCH 1" TO 2" BACK FROM TRUNK
2 MULCH LAYER - SEE SPECS. AND SHT. L-LI0 FOR DEPTHS
3 AMENDED TOPSOIL - SEE SPECS.
4 UNDISTURBED SUBGRADE
5 IF THE TREE IS BALLED AND BURLAPPED (OR CONTAINED IN A WIRE BASKET), CUT AND REMOVE THE ROPE, STRING, WIRE, AND/OR WIRE BASKET FROM AROUND THE TRUNK AND TOP 1/3 OF THE ROOT BALL
6 SET ROOTBALL ON FIRMLY PACKED TOPSOIL TO PREVENT SETTLING
7 TRUNK FLAIR- SET 1" TO 2" ABOVE FINISH GRADE
8 MAKE THE HOLE WIDE, AS MUCH AS THREE TIMES THE DIAMETER OF THE ROOT BALL, BUT ONLY AS DEEP AS THE ROOT BALL. BACKFILL TOPSOIL BORROW - SEE SPECS. BACKFILL IN 12 INCH LIFTS.
9 PREPARE A MATERING CIRCLE OF 3" DIAMETER AROUND THE TRUNK. FOR CONIFERS, EXTEND THE MATERING WELL TO THE DRIP LINE OF THE TREE CANOPY.
10 ROUGHEN SIDES PRIOR TO BACKFILLING. SETTLE W/ WATER IN 12" LIFTS
11 EDGE OF WALK OR CURB
12 DO NOT PLANT LAWN IN TREE PIT
13 3" OR WIDER NYLON WEEBING W/ METAL GROMMETS
14 6'-0" X 2" DIA. ROUND HOOD STAKES, TWO PER TREE (THE STAKES SHALL BE PLUMB AND SET AT THE SAME HEIGHT)
15 DOUBLE STRAND PLIABLE NO 14-GAGE GALVANIZED STEEL WIRE OR VINYL-COATED STEEL WIRE, DO NOT PULL TAUT
16 PRUNE DEAD, DISEASED, DAMAGED, OR RUBBING BRANCHES AT PLANTING TIME. DO NOT PRUNE LEADER. IMPROPER PRUNING SHALL BE CAUSE FOR REJECTION OF THE PLANT MATERIAL.
17 WEED BARRIER FABRIC (USE UNDER STONE DUST PAVING) - SEE SPECS.

EXCEPT IN RARE CASES TREES SHOULD NOT BE STAKED!



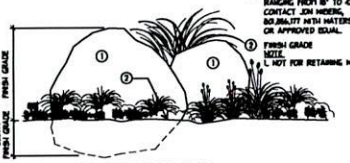
E DECIDUOUS TREE WITH STAKING
SCALE: NTS SECTION



1 MULCH BACK FROM PLANT
2 ROCK MULCH LAYER - SEE SPECS. AND SHT. L-LI0 FOR DEPTHS
3 AMENDED TOPSOIL - SEE SPECS.
4 UNDISTURBED SUBGRADE
5 IF PLANTS ARE POT-BOUND AT PLANTING TIME, LOOSEN THE ROOTS AROUND THE BOTTOM AND SIDES OF THE ROOT BALL
6 PLANT
7 BE SURE THE CROWN OF THE PLANT (THE POINT WHERE ROOTS AND TOP JOIN) IS EVEN WITH THE SOIL SURFACE
8 PLANT SPACING VARIES - REFER TO PLANT SCHEDULE OR PLAN
9 CENTER OF PLANT

NOTES:
1. PRUNE DEAD, DISEASED, DAMAGED, OR RUBBING BRANCHES AT PLANTING TIME.
2. REMOVE ALL LABELS, WIRES, ETC. FROM PLANT.
3. WATER PLANTS THOROUGHLY FOLLOWING PLANTING TO SETTLE THE SOIL AROUND THE ROOTS.

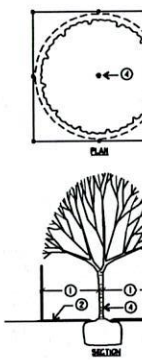
F PERENNIAL / GROUNDCOVER
SCALE: NTS SECTION/PLAN



1 IDAHO BASALT BOULDER, SIZES RANGING FROM 18" TO 42". CONTACT JON MEDERO, 801.864.3177 WITH MATERIS EDGE, OR APPROVED EQUAL.
2 FINISH GRADE

NOTE:
1. NOT FOR RETAINING WALLS.

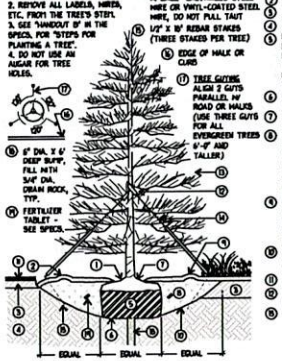
G LANDSCAPE ACCENT BOULDER
SCALE: NTS SECTION



1 PROTECTIVE ROOT ZONE (PRZ)- TO CALCULATE CRITICAL ROOT RADIUS, MEASURE THE TREE'S DIAMETER (DBH) AS FEET ABOVE THE GROUND. MEASURE IN INCHES FOR EACH INCH, ALLOW FOR 1 TO 15 FEET OF CRITICAL ROOT RADIUS. IF A TREE'S DBH IS TEN INCHES, ITS CRITICAL ROOT RADIUS IS 10 TO 15 FEET
2 MULCH 1" TO 2" BACK FROM TRUNK
3 TREE PROTECTION BARRIER- SEE SPECIFICATIONS. REVIEW DESIGN WITH OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
4 TREE TRUNK

NOTES:
1. IF THERE IS TRENCHING WITHIN THE PRZ, TRENCHES SHALL ONLY BE DUG ON ONE SIDE OF THE TREE AND SHALL BE DONE ONLY DONE WITH APPROVAL FROM THE OWNER'S REPRESENTATIVE. HAND EXCAVATION ONLY.
2. DO NOT STOCKPILE ANY MATERIALS OR LOCATE ANY HEAVY EQUIPMENT WITHIN THE PRZ. THERE SHALL BE NO TRAFFIC ALLOWED WITHIN THE PRZ.
3. ONLY MOVE BARRIER WITH THE PERMISSION OF THE OWNER'S REPRESENTATIVE.

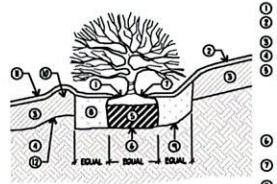
B TREE PROTECTION
SCALE: NTS SECTION/PLAN



H DOUBLE STRAND PLIABLE NO. 14-GAGE GALVANIZED STEEL WIRE OR VINYL-COATED STEEL WIRE, DO NOT PULL TAUT
15 1/2" X 8' REBAR STAKES (THREE STAKES PER TREE)
16 EDGE OF WALK OR CURB
17 TREE GUYING ALIGN 2 GUYS PARALLEL W/ ROAD OR WALKS (USE THREE GUYS FOR ALL EVERGREEN TREES 6'-0" AND TALLER)

1 MULCH 1" TO 2" BACK FROM TRUNK
2 4" MULCH LAYER - SEE SPECS
3 AMENDED TOPSOIL - SEE SPECS.
4 UNDISTURBED SUBGRADE
5 IF THE TREE IS BALLED AND BURLAPPED (OR CONTAINED IN A WIRE BASKET), CUT AND REMOVE THE ROPE, STRING, WIRE, AND/OR WIRE BASKET FROM AROUND THE TRUNK & TOP 1/3 OF THE ROOT BALL
6 SET ROOTBALL ON FIRMLY PACKED TOPSOIL TO PREVENT SETTLING
7 TRUNK FLAIR- SET 1" TO 2" ABOVE FINISH GRADE
8 MAKE THE HOLE WIDE, AS MUCH AS THREE TIMES THE DIAMETER OF THE ROOT BALL, BUT ONLY AS DEEP AS THE ROOT BALL. BACKFILL TOPSOIL BORROW - SEE SPECS. BACKFILL IN 12 INCH LIFTS.
9 PREPARE A MATERING CIRCLE OF 3" DIAMETER AROUND THE TRUNK. FOR CONIFERS, EXTEND THE MATERING WELL TO THE DRIP LINE OF THE TREE CANOPY.
10 ROUGHEN SIDES PRIOR TO BACKFILLING. SETTLE W/ WATER IN 12" LIFTS
11 DO NOT PLANT LAWN IN TREE PIT
12 3" OR WIDER NYLON WEEBING W/ METAL GROMMETS
13 PRUNE DEAD, DISEASED, DAMAGED, OR RUBBING BRANCHES AT PLANTING TIME. DO NOT PRUNE LEADER. IMPROPER PRUNING SHALL BE CAUSE FOR REJECTION OF THE PLANT MATERIAL.

C EVERGREEN TREE WITH GUYING
SCALE: NTS SECTION



1 MULCH 1" TO 2" BACK FROM TRUNK
2 ROCK MULCH LAYER - SEE SPECS. AND SHT. L-LI0 FOR DEPTHS
3 AMENDED TOPSOIL - SEE SPECS.
4 UNDISTURBED SUBGRADE
5 IF THE SHRUB IS BALLED AND BURLAPPED (OR CONTAINED IN A WIRE BASKET), CUT AND REMOVE THE ROPE, STRING, WIRE, AND/OR WIRE BASKET FROM AROUND THE TRUNK AND TOP 1/3 OF THE ROOT BALL
6 SET ROOTBALL ON FIRMLY PACKED TOPSOIL TO PREVENT SETTLING
7 TRUNK FLAIR - SET 1" TO 2" ABOVE FINISH GRADE
8 MAKE THE HOLE WIDE, AS MUCH AS THREE TIMES THE DIAMETER OF THE ROOT BALL, BUT ONLY AS DEEP AS THE ROOT BALL. BACKFILL TOPSOIL BORROW - SEE SPECS. BACKFILL IN 12 INCH LIFTS.
9 ROUGHEN SIDES PRIOR TO BACKFILLING. SETTLE W/ WATER IN 12" LIFTS
10 CONSTRUCT MATERING DISH AT EACH PLANT USING TOPSOIL
11 FINISH GRADE
12 EXISTING GRADE

NOTES:
1. PLANT SHRUB PLUMB.
2. PRUNE DEAD, DISEASED, DAMAGED, OR RUBBING BRANCHES AT PLANTING TIME. DO NOT PRUNE LEADER.
3. REMOVE ALL LABELS, WIRES, ETC. FROM SHRUB.
4. DO NOT USE AN AUGAR FOR TREE HOLES.
5. DEEP WATER WITH HOSE ALL PLANTS.
6. WATER PLANT IN POT PRIOR TO REMOVING PLANT FROM POT. DO NOT PLANT DRY PLANTS. ALL POTTED PLANTS MUST HAVE A HOST ROOT SYSTEM.

D SHRUB
SCALE: NTS SECTION

EVERGREEN	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	QTY
	Cedrus libani stenocoma	Turkish Cedar	B & B		8' H	2
DECIDUOUS TREES	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	QTY
	Acer tataricum	Tatarian Maple	B & B	3"		6
	Celtis occidentalis	Common Hackberry	B & B	3"		38
	Fraxinus pennsylvanica 'Bream Ash'	Bream Ash	B & B	4"		3
	Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Maidenhair Tree	B & B	3"		3
	Gleditsia triacanthos inermis 'Shademaster' TM	Shademaster Locust	B & B	3"		7
	Malus x 'Spring Snow'	Spring Snow Crab Apple	B & B	2"		15
	Ulmus parvifolia 'Allee'	Allee Lacebark Elm	B & B	3"		23
	Zelkova serrata	Japanese Zelkova	B & B	3"		5
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE			
	Buxus microphylla 'Golden Triumph'	Golden Triumph Boxwood	5 gal			165
	Caryopteris x clandonensis 'Blueboard'	Blue Balloon Blueboard	5 gal			9
	Cornus sericea	Baileyi Red Twig Dogwood	5 gal			14
	Hibiscus syriacus 'Aphrodite'	Aphrodite Rose of Sharon	5 gal			3
	Prunus besseyi 'Pawnee Buttes'	Pawnee Buttes Western Sand Cherry	5 gal			35
	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal			124
	Rhus typhina 'Tiger Eyes'	Tiger Eyes Sumac	5 gal			6
	Ribes aureum	Golden Currant	5 gal			31
	Rosa x 'Knockout'	Knockout Rose (white)	5 gal			10
	Symphoricarpos albus	Common White Snowberry	5 gal			31
	Taxus x media 'Dark Green Spreader'	Dark Green Spreader Yew	5 gal			74
	Viburnum rhytidophylloides	Alleghany Viburnum	5 gal			24
	Viburnum x burkwoodii	Burkwood Viburnum	5 gal			17
	Yucca filamentosa 'Color Guard'	Adam's Needle	3 gal			4
GRASSES	BOTANICAL NAME	COMMON NAME	SIZE			
	Calamagrostis acutiflo 'Karl Foerster'	Foerster's Reed Grass	1 gal			63
	Calamagrostis acutiflo 'Overdam'	Overdam Reed Grass	1 gal			136
	Carex elata 'Bowles Golden'	Bowles Golden Sedge	1 gal			15
	Festuca mairei	Atlas Fescue	1 gal			74
	Hakonechloa macra 'Aureola'	Hakone Grass	1 gal			155
	Panicum virgatum 'Heavy Metal'	Blue Switch Grass	1 gal			66
	Pennisetum alopecuroides 'Hameln'	Hamln Dwarf Fountain Grass	1 gal			12
PERENNIALS	BOTANICAL NAME	COMMON NAME	SIZE			
	Hemerocallis 'Hyperion'	Hyperion Daylily	1 gal			220
	Iris pallida 'Aurea Variegata'	Gold Variegated Sweet Iris	1 gal			93
	Lavandula angustifolia 'Munstead'	Munstead Lavender	1 gal			70
	Nepeta racemosa 'Blue Wonder'	Blue Wonder Catmint	1 gal			60
	Rudbeckia fulgida var sullivantii 'Little Goldstar'	Gold Star Black Eyed Bean	1 gal			64
	Salvia superba 'May Knight'		1 gal			4
	Tiarella cordifolia 'Frestratum'	Compact Creeping Gemander	1 gal			58
VINES	BOTANICAL NAME	COMMON NAME	SIZE			
	Clematis x 'Jackmanii'	Jackmanii Clematis	1 gal			20
GROUND COVERS	BOTANICAL NAME	COMMON NAME	CONT			
	Annuals and Tulip Bulbs PLANT TULIP BULBS 9" ON CENTER IN ANNUAL PLANTING BEDS, TYP	Annuals	-		8" o.c.	57 sf

* QUANTITY INFORMATION PROVIDED FOR REFERENCE ONLY. CONTRACTOR RESPONSIBLE TO VERIFY ALL QUANTITIES.

A PLANT SCHEDULE
SCALE: NTS

FFKR ARCHITECTS
730 Pacific Avenue · Salt Lake City, Utah 84104
O 801.521.6186 · FFKR.COM

Arc Sitio Design, Inc
Landscape Architecture & Architectural Site Design
1056 East 2100 South
Salt Lake City, Utah 84106
office 801.487.4923

STATE STREET MIXED-USE
325 - 375 State Street
Clearfield City, UT 84105

Richard L. Gilbert
No. 5734299
09/23/2022
STATE OF UTAH

LANDSCAPE DETAILS

L501

6/6/2021 3:21:28 PM

Exhibit 5

Waterfront Way Public Access Easement

CLEARFIELD CITY DEVELOPMENT AGREEMENT
FOR
MIXED-USE DEVELOPMENT AT
325 – 375 STATE STREET, CLEARFIELD, UT

When recorded mail to:

_____
_____
_____

Tax Parcel No. _____

_____

_____

(Above Space for Recorder's Use Only)

PUBLIC ACCESS EASEMENT AGREEMENT

THIS PUBLIC ACCESS EASEMENT AGREEMENT ("**Agreement**") is entered into by and between BERTRAM M. BERNS and BARBARA C. BERNS, Trustees of the BERNS FAMILY TRUST DATED APRIL 23, 1998, as to an undivided eighty-seven and 22/100 percent (87.22%) interest, and BERTRAM M. BERNS, Trustee under that certain DECLARATION OF TRUST DATED FEBRUARY 9, 1969, as to an undivided twelve and 78/100 percent (12.78%) interest, as tenants in common, and its successors and assigns (collectively "**Grantor**") and CLEARFIELD CITY, a Utah municipal corporation ("**Grantee**"), to be effective as of the date this Agreement has been executed by both parties and recorded by the County Recorder's Office ("**Effective Date**") with respect to the following. Grantor and Grantee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of certain real property located in Davis County, Utah ("**Grantor Property**"), more particularly described on **Exhibit A** attached hereto and incorporated herein by reference.

B. Grantor intends to lease the Grantor Property to Lakeside Development Partners for the purpose of developing a mixed-use real estate project (the "**Project**").

C. Grantee desires to obtain a perpetual non-exclusive public access easement upon, over and across a portion of the Grantor Property commonly known as Waterfront Way and more particularly described on **Exhibit B** and depicted on **Exhibit C** attached hereto and incorporated herein by reference (the "**Easement Area**").

D. Grantor is willing to grant such easement, subject to the following terms and conditions.

TERMS AND CONDITIONS

NOW THEREFORE, for and in consideration of the above recitals, the covenants and promises contained in this Agreement, and other good and valuable consideration, Grantee and Grantor hereby agree as follows:

1. **Grant of Easement**. Grantor hereby grants to Grantee, and its successors and assigns, a perpetual, non-exclusive access easement (the "**Easement**") upon, over and across the Easement Area for the benefit of the public and for the purpose of providing pedestrian and vehicular ingress and egress to the areas designated as "Retail", "Commercial" or "Civic Open Space" on the diagram of the Grantor Property and Easement Area attached hereto as **Exhibit C**.

2. **Use of Easement Area**.

2.1. Grantee agrees that the Easement does not permit on the Easement Area any nuisance or disruptive activity that is an annoyance or a nuisance to private dwellings located nearby.

2.2. Grantee shall not transfer, convey or assign (all a "**Transfer**") its interests in the Easement Area to any other party without the prior written consent of Grantor, which may be granted or withheld in Grantor's sole discretion. Any Transfer without Grantor's consent shall be null and void.

2.3. The Easement is solely limited to the purposes identified in Section 1 of this Agreement and does not include any of the following rights or activities: (i) any waste or damage to the Easement Area; (ii) any public or private nuisance, including, but not limited to, any use that creates objectionable noises, odors, dust, smoke, gases, light, vibration, or disturbances or increases the risk of fire or explosion on the Easement Area; (iii) any action that defaces, damages, or harms the Easement Area; (iv) connecting any lights, apparatus, trailers, machinery, or other equipment to any utility service provided to the Easement Area or the Grantor Property; (v) any use of the Easement Area for overnight camping or sleeping; and (vi) any violation of any laws or ordinances pertaining to the Easement Area. The parties hereby agree that the above uses and activities are prohibited on the Easement Area.

2.4. Except for the rights granted to Grantee pursuant to this Agreement, neither Grantee, nor anyone claiming by, through, or under Grantee, has any rights, title or interest in any other portion of the Grantor Property, and Grantor reserves the right to use the Easement Area in any manner whatsoever not inconsistent with Grantee's use of the Easement Area pursuant to the terms of this Agreement.

3. **Access**. Grantee and its guests, affiliates, agents, employees, servants, contractors and the public (collectively, "**Grantee's Agents**") shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee shall enter upon the Easement Area at its sole risk, and will enter from existing roads, or other similar facilities that are to be developed by Grantor in the future. Grantee shall reasonably cooperate and comply with Grantor's expressed instructions relating to any relocations, changes, and/or future developments upon the Grantor Property that may affect the Easement Area.

4. **Condition of Easement Area**. Grantee accepts the Easement Area and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other licenses, rights, or other encumbrances affecting the Easement Area. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA-NPSA survey (with Table A items) or physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, licenses, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

5. **Reservation**.

5.1. **Reservation of Rights Generally**. Grantor reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the generality of the foregoing, Grantor expressly reserve the right to grant additional rights, licenses, or encumbrances to other third parties to use or occupy the Easement Area. Grantee hereby understands and agrees that this Easement Area is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Grantor to use the Easement Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of Grantee's easement rights granted hereby this Agreement.

5.2. **Grantor's Development Rights**. Nothing in this Agreement shall be construed to prohibit or in any way limit Grantor in the future from developing the Grantor Property. As a material condition of this transaction, Grantor and Grantee agree that this transaction will not cause adverse conditions or requirements to be placed upon the Grantor Property or the Easement Area, and that the Grantor Property and the Easement Area are compliant with all applicable land use codes and ordinances. The Easement Area will continue to be part of the legal parcel that includes the Grantor Property. As such, the Easement Area will be included and considered toward development approvals (i.e., setbacks, landscaping, open space, density, zoning, etc.).

5.3. **Grantor's Right to Relocate Easement Area**. At any time during the Term, and upon prior written notice to Grantee, Grantor may modify or relocate improvements within the Easement Area, at Grantor's sole cost and expense, to a location determined in Grantor's discretion, provided that such relocation provides Grantee with substantially similar access to and use and enjoyment of the Easement Area.

6. **Maintenance**. Grantor shall maintain the Easement Areain good order and

repair; provided, however, each Party shall be solely responsible for the costs and expenses of repairing any damage caused to the Easement Area (including any improvements located thereon) directly attributed to said Party and/or its Agents, ordinary wear and tear excepted. Grantor's maintenance of the Easement Area shall be in accordance with all laws, rules, and ordinances respecting the same.

7. **Indemnification**. Grantee shall indemnify, release and defend, with counsel of Grantor's choice, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively the "**Claims**", or a "**Claim**") from or by any unaffiliated third party, Grantee, and/or Grantee's Agents, arising from or relating to (i) any use of the Easement Area, Grantor Property, and/or adjacent areas by Grantee or Grantee's Agents, (ii) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Easement Area, Grantor Property, and/or adjacent areas, and (iii) any enforcement by Grantor of any provision of this Agreement and any cost of removing Grantee or Grantee's Agents or its or their property or equipment from the Easement Area or restoring the same as provided herein. Notwithstanding the above, Grantee provides no indemnification for any Claim based on the gross negligence or willful misconduct of Indemnitees.

8. **Remedies**. If Grantee shall be in breach of any of its obligations under this Agreement and fail to cure such breach within fourteen (14) days following Grantee's receipt of written notice of the breach from Grantor, Grantor shall have the right to perform Grantee's obligations and seek reimbursement from Grantee at the rate of 150% of actual costs. Grantor may seek any remedy available at law or in equity, including but not limited to a suit for damages for any compensable breach or noncompliance herewith and/or an action for specific performance or injunction. All remedies provided herein or by law or equity shall be cumulative and not exclusive.

9. **Assignability**. This Agreement may not be assigned, whether voluntarily or by operation of law, unless consented to in writing by Grantor, which consent may be granted or withheld in Grantor's commercially reasonable discretion.

10. **Notices**. All notices shall be in writing and shall be deemed to have been sufficiently given or served when present personally or by depositing the same in the United States mail by registered or certified mail, addressed as follows:

GRANTOR: Bert Berns
Berns Family Trusts
P.O. Box 8469
San Jose CA 95155

With a copy to: Lakeside Development Partners, LLC
c/o Cowley Real Estate Partners
4640 Admiralty Way, 5th Floor
Marina Del Rey, CA 90292

GRANTEE: Clearfield City
City Recorder
55 South State Street
Clearfield, Utah 84015

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

13. **Miscellaneous.**

13.1 **Attorney's Fees.** In the event any Party brings or commences legal proceedings to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in the same action. The phrase "legal proceedings" shall include appeals from a lower court judgment. The phrase "prevailing party" shall mean the party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which the party sought.

13.2 **Successors and Assigns.** The provisions of this Agreement shall run with the land and extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Parties hereto.

13.3 **Relationship.** The Parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency or employment status or relationship between them and expressly affirm that they have entered into this Agreement as part of an "arms-length" transaction.

13.4 **Governing Law.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Utah, without regard to conflicts of law principles.

13.5 **Entire Agreement.** This Agreement, and any addenda or exhibits attached hereto, and made a part hereof, contain the entire Agreement of the parties with respect to the matters covered hereby, and no other agreement, statement or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained herein or in another writing signed by the Parties, shall be binding or valid.

13.6 **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement will constitute a waiver of

any such breach or of such right or remedy or of any other covenant, agreement, term, or condition

13.8 **Authorization**. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

13.9 **Counterparts**. The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a recorded copy of an original signature to this Agreement for all purposes as an original signature. The Parties shall consider a recorded copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no Party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

[*signatures and acknowledgments follow*]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement to be effective as of the Effective Date.

GRANTOR:

BERTRAM M. BERNS, and BARBARA C. BERNS, Trustees of the BERNS FAMILY TRUST DATED APRIL 23, 1998

By: _____
Bertram M. Berns, Co-Trustee

By: _____
Barbara C. Berns, Co-Trustee

BERTRAM M. BERNS, Trustee under that certain DECLARATION OF TRUST DATED FEBRUARY 9, 1969

By: _____
Bertram M. Berns, Trustee

STATE OF _____)
: ss
COUNTY OF _____)

The foregoing Public Access Easement was acknowledged before me this ____day of ____, 2022 by Bertram M. Berns and Barbara C. Berns, Trustees of the Berns Family Trust dated April 23, 1998, and Bertram M. Berns, Trustee under that certain Declaration of Trust dated February 9, 1969.

My Commission Expires:

_____

_____
NOTARY PUBLIC

Residing at _____

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement to be effective as the Effective Date.

GRANTEE:

CLEARFIELD CITY, a Utah municipal corporation

By: _____
Name: _____
Its: _____

STATE OF _____)
: ss
COUNTY OF _____)

The foregoing Public Access Easement Agreement was acknowledged before me this ____day of _____, 2022 by _____, the _____ of Clearfield City, a Utah municipal corporation, on behalf of the corporation.

_____
NOTARY PUBLIC

My Commission Expires:

_____

Residing at _____

EXHIBIT A

(Legal Description of Grantor Property)

EXHIBIT B

(Legal Description of Easement Area)

EXHIBIT C

(Depiction of Easement Area)

Exhibit 6

Recreation Easement and Reciprocal Maintenance Agreement

CLEARFIELD CITY DEVELOPMENT AGREEMENT
FOR
MIXED-USE DEVELOPMENT AT
325 – 375 STATE STREET, CLEARFIELD, UT

When recorded mail to:

_____
_____
_____

Tax Parcel Nos. _____

_____

_____

(Above Space for Recorder's Use Only)

RECREATION EASEMENT AND MAINTENANCE AGREEMENT

This RECREATION EASEMENT AND MAINTENANCE AGREEMENT (the "**Agreement**") is entered into by and between BERTRAM M. BERNS and BARBARA C. BERNS, Trustees of the BERNS FAMILY TRUST DATED APRIL 23, 1998, as to an undivided eighty-seven and 22/100 percent (87.22%) interest, and BERTRAM M. BERNS, Trustee under that certain DECLARATION OF TRUST DATED FEBRUARY 9, 1969, as to an undivided twelve and 78/100 percent (12.78%) interest, as tenants in common, and its successors and assigns (collectively "**Grantor**") and CLEARFIELD CITY, a Utah municipal corporation ("**Grantee**"), to be effective as of the date this Agreement has been executed by both parties and recorded by the County Recorder's Office ("**Effective Date**") with respect to the following. Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Grantor is the owner of certain real property covering approximately 6 acres in Clearfield, Utah (the "City") as described in **Exhibit A** attached hereto and incorporated herein by reference (the "Property"), which Declarant is developing as a commercial, residential and mixed-use development (the "Project").

B. Grantee desires to obtain a perpetual easement upon, over and across a portion of the Grantor Property as described on **Exhibit B** and depicted on **Exhibit C** attached hereto and incorporated herein by reference (the "**Easement Area**") for public recreational uses as more particularly described herein.

C. Grantor is willing to grant such easement, subject to the following terms and conditions.

TERMS AND CONDITIONS

NOW THEREFORE, for and in consideration of the above recitals, the covenants and promises contained in this Agreement, and other good and valuable consideration, Grantee and Grantor hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, and its successors and assigns, a perpetual, non-exclusive easement (the "**Easement**") upon, over and across the Easement Area for the purposes of: (i) public use of the paved and landscaped open space of the Easement Area (the "**Open Space**") for walking, running, bicycling, and other similar recreational purposes; (ii) maintaining, operating, repairing, inspecting, and protecting an earthen pond commonly known as Mabey Pond (the "**Pond**"); (iii) posting signs on the Easement Area notifying the public of their rights and responsibilities in the use and enjoyment of the Easement Area; and (iv) moving and operating public safety personnel and vehicles (collectively, the "**Easement Activities**").

2. **Use of Easement Area.**

2.1. Grantee agrees that the Easement does not permit on the Easement Area any nuisance or disruptive activity that is an annoyance or a nuisance to private dwellings located nearby.

2.2. Unless otherwise agreed to in writing by Grantor, public use of the Easement Area shall be limited to the hours of 5:00 a.m. to 9:00 p.m. daily. Grantor reserves the right to take all steps reasonably necessary, including installing gates, to restrict access to the Easement Area during all other hours.

2.3. Any event or gathering of eight (8) persons or more must be scheduled in advance through Grantor or a management company designated by Grantor.

2.4. Grantee shall not construct, erect, move or place any improvements, structures or facilities on the Easement Area without the express written consent of Grantor or its designee.

2.5. Grantee shall not transfer, convey or assign (all a "**Transfer**") its interests in the Easement Area to any other party without the prior written consent of Grantor, which may be granted or withheld in Grantor's sole discretion. Any Transfer without Grantor's consent shall be null and void.

2.6. The Easement is solely limited to the recreation purposes identified in Section 1 of this Agreement and does not include any of the following rights or activities: (i) any waste or damage to the Easement Area; (ii) any public or private nuisance, including, but not limited to, any use that creates objectionable noises, odors, dust, smoke, gases, light, vibration, or disturbances or increases the risk of fire or explosion on the Easement Area; (iii) any action that defaces, damages, or harms the Easement Area; (iv) connecting any lights, apparatus, trailers, machinery, or other equipment to any utility service provided to the Easement Area or the Grantor Property; (v) any overnight camping or sleeping; and (vi) any violation of any laws or ordinances pertaining to the Easement Area. The parties hereby agree that the above uses and activities are prohibited on the Easement Area.

2.7. Except for the rights granted to Grantee pursuant to this Agreement, neither Grantee, nor anyone claiming by, through, or under Grantee, has any rights, title or interest in any other portion of the Grantor Property, and Grantor reserves the right to use the Easement Area in any manner whatsoever not inconsistent with Grantee's use of the Easement Area pursuant to the terms of this Agreement.

3. **Access**. Grantee and its guests, affiliates, agents, employees, servants, contractors and the public (collectively, "**Grantee's Agents**") shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee shall enter upon the Easement Area at its sole risk and will enter from existing roads, or other roads that are to be developed by Grantor in the future. Grantee shall cooperate and comply with Grantor's expressed instructions relating to any relocations, changes, and/or future developments upon the Grantor Property that may affect the Easement Area.

4. **Condition of Easement Area**. Grantee accepts the Easement Area and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other licenses, rights, or other encumbrances affecting the Easement Area. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA-NPSA survey (with Table A items) or physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, licenses, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

5. **Reservation**.

5.1. **Reservation of Rights Generally**. Grantor reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the generality of the foregoing, Grantor expressly reserve the right to grant additional rights, licenses, or encumbrances to other third parties to use or occupy the Easement Area. Grantee hereby understands and agrees that this Easement Area is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Grantor to use the Easement Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of Grantee's easement rights granted hereby this Agreement.

5.2. **Grantor's Development Rights**. Nothing in this Agreement shall be construed to prohibit or in any way limit Grantor in the future from developing the Grantor Property. As a material condition of this transaction, Grantor and Grantee agree that this

transaction will not cause adverse conditions or requirements to be placed upon the Grantor Property or the Easement Area, and that the Grantor Property and the Easement Area are compliant with all applicable land use codes and ordinances. The Easement Area will continue to be part of the legal parcel that includes the Grantor Property. As such, the Easement Area will be included and considered toward development approvals (i.e., setbacks, landscaping, open space, density, zoning, etc.).

5.3. **Grantor's Right to Relocate Easement Area.** At any time during the Term, and upon prior written notice to Grantee, Grantor may modify or relocate any improvements within the Easement Area, at Grantor's sole cost and expense, to a location determined in Grantor's discretion, provided that such relocation provides Grantee with substantially similar access to and use and enjoyment of the Easement Area.

6. **Maintenance; Restoration; and Damage**

6.1. **General Maintenance of Open Space.** Grantor shall maintain the Open Space in good working order and repair and in a clean and sanitary condition. Grantee shall be under no obligation to share in any of the costs incurred by and for such maintenance except as provided in Section 6.3 hereafter.

6.2. **General Maintenance of Pond.** Grantee shall maintain the Pond and all aquascape improvements in good working order and repair and in clean and sanitary condition. The Pond shall be further maintained by Grantee in accordance with standards set forth by any applicable government entity and in accordance with the best management practices ("**BMP**") attached hereto as **Exhibit D** and incorporated herein by reference. Grantor shall be under no obligation to share in any of the costs incurred by and for such maintenance.

6.3. **Restoration.** Grantee, at its sole cost and expense, shall repair any damage caused by Grantee or Grantee's Agents to the Easement Area. Grantee shall also promptly repair any damage to the Grantor Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Grantee and/or Grantee's Agents, and shall restore the Grantor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor Property by Grantee and Grantee's Agents.

6.4. **Hazardous Substances.** Except for motor fuels used by vehicles and maintenance equipment and materials and products used in performing the Easement Activities, Grantee agrees not to generate, store, dispose of, release, or use any Hazardous Substances on the Grantor Property. As used in this Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde

insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Grantee agrees to immediately notify Grantor of any leaking or spillage of Hazardous Substances on the Grantor Property. Grantee shall be exclusively liable for all cleanup and remediation costs thereof.

As used in this Agreement, the term "**Hazardous Waste Laws**" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, release, emission, discharge, spillage, injection, dumping, discarding, burying, generation, processing, treatment, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

7. **Liens**. Grantee shall keep the Grantor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor Property pertaining to any work performed, materials furnished or obligations incurred by, through, for or under Grantee or any of Grantee's Agents.

8. **Insurance**. Grantee will ensure that prior to entering onto the Easement Area or the Grantor Property, all of Grantee's contractors and other such parties who assist with the Easement Activities or use of the License Area are either covered under the terms of Grantee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Grantor the same protections. Such insurance may be carried under a "blanket" policy or "blanket" policies covering other properties of Grantee, and may be subject to such self-insured retentions as Grantee may desire. Prior to any entry onto, or construction within, the Easement Area by Grantee, Grantor shall have the right to approve Grantee's contractor's insurance and Grantee shall (i) provide certificates to Grantor evidencing such insurance in a form acceptable to Grantor, and (ii) cause its consultants, contractors, and subcontractors to add Grantor as an additional insured. Although Grantee is a self-insured entity, it is agreed that Grantee shall provide Grantor the traditional protections of an additional insured party on such insurance.

8.1. **Liability Insurance Coverage and Limits.** A commercial general liability insurance policy insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and

the ways immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars ($2,000,000.00). The coverage set forth above shall be primary coverage and shall apply specifically to the Easement Area and any other areas or portions of the Grantor Property upon which Grantee enters onto or otherwise accesses as it carries out the Easement Activities.

8.2. **Workers' Compensation Insurance.** All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Grantee shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars ($500,000.00).

8.3. **Automobile Insurance.** Automobile Liability Insurance with a minimum limit of not less than Two Million Dollars ($2,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

9. **Indemnification**. Grantee shall indemnify, release and defend, with counsel of Grantor's choice, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively the "**Claims**", or a "**Claim**") from or by any unaffiliated third party, Grantee, and/or Grantee's Agents, arising from or relating to (i) any use of the Easement Area, Grantor Property, and/or adjacent areas by Grantee or Grantee's Agents, (ii) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Easement Area, Grantor Property, and/or adjacent areas, and (iii) any enforcement by Grantor of any provision of this Agreement and any cost of removing Grantee or Grantee's Agents or its or their property or equipment from the Easement Area or restoring the same as provided herein. Notwithstanding the above, Grantee provides no indemnification for any Claim based on the gross negligence or willful misconduct of Indemnitees.

10. **Remedies**. If Grantee shall be in breach of any of its obligations under this Agreement and fail to cure such breach within fourteen (14) days following Grantee's receipt of written notice of the breach from Grantor, Grantor shall have the right to perform Grantee's obligations and seek reimbursement from Grantee at the rate of 150% of actual costs. Grantor may seek any remedy available at law or in equity, including but not limited to a suit for damages for any compensable breach or noncompliance herewith and/or an action for specific performance or injunction. All remedies provided herein or by law or equity shall be cumulative and not exclusive.

11. **Assignability**. This Agreement may not be assigned, whether voluntarily or

by operation of law, unless consented to in writing by Grantor, which consent may be granted or withheld in Grantor's commercially reasonable discretion.

12. **Notices**. All notices shall be in writing and shall be deemed to have been sufficiently given or served when present personally or by depositing the same in the United States mail by registered or certified mail, addressed as follows:

GRANTOR:	Bert Berns Berns Family Trusts P.O. Box 8469 San Jose CA 95155
With a copy to:	Lakeside Development Partners, LLC c/o Cowley Real Estate Partners 4640 Admiralty Way, 5th Floor Marina Del Rey, CA 90292
GRANTEE:	Clearfield City City Recorder 55 South State Street Clearfield, Utah 84015

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

13. **Miscellaneous.**

13.1 **Attorney's Fees.** In the event any Party brings or commences legal proceedings to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in the same action. The phrase "legal proceedings" shall include appeals from a lower court judgment. The phrase "prevailing party" shall mean the party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which the party sought.

13.2 **Successors and Assigns.** The provisions of this Agreement shall run with the land and extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Parties hereto.

13.3 **Relationship.** The Parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency or employment status or relationship between them and expressly affirm that they have entered into this Agreement as part of an "arms-length" transaction.

13.4 **Governing Law.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Utah, without regard to conflicts of

law principles.

13.5 **Entire Agreement.** This Agreement, and any addenda or exhibits attached hereto, and made a part hereof, contain the entire Agreement of the parties with respect to the matters covered hereby, and no other agreement, statement or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained herein or in another writing signed by the Parties, shall be binding or valid.

13.6 **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement will constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition

13.7 **Authorization.** Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

13.8 **Counterparts.** The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a recorded copy of an original signature to this Agreement for all purposes as an original signature. The Parties shall consider a recorded copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no Party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

[*signatures and acknowledgments follow*]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement to be effective as of the Effective Date.

GRANTOR:

BERTRAM M. BERNS, and BARBARA C. BERNS, Trustees of the BERNS FAMILY TRUST DATED APRIL 23, 1998

By: _____
Bertram M. Berns, Co-Trustee

By: _____
Barbara C. Berns, Co-Trustee

BERTRAM M. BERNS, Trustee under that certain DECLARATION OF TRUST DATED FEBRUARY 9, 1969

By: _____
Bertram M. Berns, Trustee

STATE OF _____)
: ss
COUNTY OF _____)

The foregoing Recreation Easement and Management Agreement was acknowledged before me this ____day of ____, 2022 by Bertram M. Berns and Barbara C. Berns, Trustees of the Berns Family Trust dated April 23, 1998, and Bertram M. Berns, Trustee under that certain Declaration of Trust dated February 9, 1969.

My Commission Expires:

_____

_____
NOTARY PUBLIC

Residing at _____

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement to be effective as the Effective Date.

GRANTEE:

CLEARFIELD CITY, a Utah municipal corporation

By: _____
Name: _____
Its: _____

STATE OF _____)
: ss
COUNTY OF _____)

The foregoing Recreation Easement and Management Agreement was acknowledged before me this ____day of _____, 2022 by _____, the _____ of Clearfield City, a Utah municipal corporation, on behalf of the corporation.

My Commission Expires:

_____

_____
NOTARY PUBLIC

Residing at _____

EXHIBIT A

(Legal Description of the Grantor Property)

EXHIBIT B

(Legal Description of the Easement Area)

EXHIBIT C

(Depiction of the Easement Area)

EXHIBIT D

(Pond BMP)

Exhibit 7

Parking and Access Easement

CLEARFIELD CITY DEVELOPMENT AGREEMENT
FOR
MIXED-USE DEVELOPMENT AT
325 – 375 STATE STREET, CLEARFIELD, UT

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:

_____
_____
_____

Affecting Parcel Nos.: _____

(space above for Recorder's use)

DECLARATION OF PARKING EASEMENT

THIS DECLARATION OF PARKING EASEMENT (this "**Declaration**") is made this ____ day of _____ 2022 (the "**Effective Date**"), by BERTRAM M. BERNS and BARBARA C. BERNS, Trustees of the BERNS FAMILY TRUST DATED APRIL 23, 1998, as to an undivided eighty-seven and 19/100 percent (87.19%) interest, and BERTRAM M. BERNS, Trustee under that certain DECLARATION OF TRUST DATED FEBRUARY 9, 1969, as to an undivided twelve and 81/100 percent (12.81%) interest, as tenants in common (collectively "**Declarant**").

RECITALS

A. Declarant owns certain real property located in Davis County, Utah, commonly known as parcel number _____, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Parcel 1**").

B. Declarant also owns certain real property located adjacent and to the south of Parcel 1 commonly known as parcel number _____, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "**Parcel 2**"). Parcel 1 and Parcel 2 may be referred to herein each individually as a "**Property**" and collectively as the "**Properties**".

C. In accordance with the provisions of this Declaration, Declarant desires to grant and establish a certain parking easement on, over and across certain portions of the Parcel 2 legally described and depicted on Exhibit C attached hereto and incorporated herein by this reference (the "**Easement Area**"), for the benefit of Parcel 1.

D. Declarant intends that the easement granted herein shall be granted, established, and maintained without regard to Declarant's common ownership of both Parcel 1 and Parcel 2, and that such easement shall survive any severance or divestiture of title to one or more of the proposed parcels that will comprise the Property and inure to any successor-in-interest of Declarant.

TERMS AND CONDITIONS

NOW, THEREFORE, Declarant does hereby declare that the Properties shall be held, sold, conveyed, transferred, leased, subleased, used and occupied subject to the easement set forth herein, all as set forth as follows:

1. **Property Subject to the Easement**. Declarant hereby declares that the Properties shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased, and occupied subject to or as applicable, together with, the easement set forth in Section 2 of this Declaration (the "**Easement**"). Further, in the event of any sale, conveyance, or transfer of Parcel 1 and/or Parcel 2 to a third party, no further actions or agreements shall be necessary to effectuate such Easement and said Easement shall remain effective against and for the Parcels.

2. **Parking Easement**. Declarant does hereby grant and declare that there shall exist a perpetual, non-exclusive parking easement (the "**Parking Easement**") on, over and across the Easement Area for the purposes of providing vehicular parking and related uses and the placement, maintenance and replacement (as necessary) of asphalt, paving, curbing, gutters, sidewalks, signage, lighting, landscaping and other related improvements. The Parking Easement shall be for the benefit of the owners of Parcel 1, their successors and assigns (each an "**Owner**").

3. **Improvements**.

3.1. Constructing Owner. Declarant acknowledges that it, or its successors and/or assigns of Parcel 1, may desire to develop, design, construct and install the Improvements (as defined below) within the Easement Area prior to any development occurring on Parcel 2. As used in this Declaration, the Owner of Parcel 1 shall be referred to herein as the "**Constructing Owner**" while the Owner of Parcel 2 shall be referred to herein as the "**Non-Constructing Owner**."

3.2. Improvements. Constructing Owner, at its sole cost and expense, shall provide any plans (the "**Plans**") relating to the proposed Improvements to Non-Constructing Owner and receive Non-Constructing Owner's written consent (the "**Non-Constructing Owner Consent**") to construct the Improvements in accordance with the Plans, which shall not be unreasonably withheld, prior to constructing any Improvements within the Easement Area. Constructing Owner, at its sole cost and expense, shall then install, construct, and/or develop roadways, curbs and gutters, sidewalks, utilities, storm drains, landscape elements, surface parking lot and related improvements (collectively, the "**Improvements**"). The Improvements shall be constructed and installed by Constructing Owner: (a) in a good and workmanlike manner; (b) in accordance with the requirements, approvals, regulations, ordinances, specifications, standards, and other governing documents established by Clearfield City (the "**City**") and/or any other applicable governmental authorities or agencies (the governmental entity or entities having authority or jurisdiction to approve specific matters set forth in this Declaration shall hereinafter be referred to as the "**Governmental Entity**"); and (c) the Non-Constructing Owner Consent, if applicable.

3.3. Temporary Construction License. Non-Constructing Owner hereby grants to Constructing Owner and Constructing Owner's agents, contractors, subcontractors, employees and consultants (collectively, "**Agents**"), a temporary, non-exclusive license over and across the portions of Non-Constructing Owner's Property as is reasonably necessary to construct the applicable Improvements. Upon the completion of the Improvements, such temporary license shall automatically terminate.

3.4. Completion. Once Constructing Owner begins construction of the Improvements, Constructing Owner agrees to complete the same within 60 months after commencement of construction (the "**Completion Date**"). In the event Constructing Owner fails to complete the Improvements by the Completion Date, Non-Constructing Owner may, upon not less than twenty (20) days written notice to Constructing Owner, undertake to complete construction of the Improvements. Constructing Owner agrees to assign its interest in any plans and permits, to the extent assignable, to Non-Constructing Owner in order to enable Non-Constructing Owner to complete the Improvements. Should Non-Constructing Owner exercise its self-help rights herein, Constructing Owner shall reimburse Non-Constructing Owner for the costs incurred in constructing the Improvements. The costs incurred by Non-Constructing Owner in constructing the Improvements pursuant to this Section shall be increased by five percent (5%) in order to cover Non-Constructing Owner's administrative expenses in exercising its self-help rights. Any payment not made within thirty (30) days shall be deemed delinquent and shall accrue interest at the rate of twelve percent (12%) per annum.

4. **Maintenance Obligations**.

4.1. Maintenance, Repair and Replacement. Constructing Owner shall maintain in good order and repair the Improvements; provided, however, that Non-Constructing Owner shall be obligated to reimburse Constructing Owner as provided for in Section 4.2; and, provided further, each Owner shall be solely responsible for the costs and expenses of repairing any damage caused to the Improvements directly attributed to said Owner and/or its Agents, ordinary wear and tear excepted. Constructing Owner's maintenance of the Improvements shall be in accordance with all laws, rules, and ordinances respecting the same. Maintenance of the Improvements by Constructing Owner shall include, but not be limited to, the following:

i. Maintaining all asphalt surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall be in all respects equal in quality, use and durability;

ii. Keeping the Improvements clear of all snow and ice; and

iii. Maintaining all Improvements in good working condition and repair.

Except for snow and ice removal, Constructing Owner will use reasonable efforts to minimize any interference or disruption to Non-Constructing Owner's use and occupancy of its Property.

To provide the necessary notice as set forth in this Section, Constructing Owner shall contact Non-Constructing Owner as provided for in Section 9.

4.2. Cost Sharing. Non-Constructing Owner, its successors and assigns, shall reimburse Constructing Owner for its Property's proportionate share of the actual out-of-pocket costs incurred in maintaining and repairing the Improvements (the "**Maintenance Costs**"), with such proportionate share being equal to the number of parking spaces required by the Constructing Owner in its reasonable discretion divided by the total number of parking spaces located on the Easement Area (the "**Proportionate Share**"). Non-Constructing Owner shall submit payment to the Constructing Owner for its Proportionate Share of the Maintenance Costs within thirty (30) days after receipt from Constructing Owner of an itemized invoice detailing such costs.

5. **Liens**. Except as provided for in Section 4, Constructing Owner shall keep the Properties free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under the same, and shall indemnify, hold harmless and agree to defend Non-Constructing Owner from any liens that may be placed on Non-Constructing Owner's Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Constructing Owner or any of its Agents.

6. **Enforcement; Attorney's Fees**. Constructing Owner shall have the right to file a lien against any Property for which payment is not made within ninety (90) days. Each Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. The Owner prevailing in any such action shall be entitled to collect from the non-prevailing Owner the reasonable costs and expenses, including, without limitation, reasonable attorney's fees, the prevailing Owner incurs prosecuting or defending such action. Failure by an Owner to enforce any covenant or restriction contained in this Declaration shall not be deemed a waiver of the right to do so thereafter.

7. **Damage Fees**. Each Owner agrees to reimburse a damaged Owner for any losses (including lost profits) and expenses due to property damage, loss of rental income or other loss or damage that results from an Owner's or its Agents': (i) entry onto, presence upon, or work performed on the damaged Owner's Property; and (ii) failure to comply with any of the terms or conditions of this Declaration.

8. **Estoppel Certificates**. Each Owner agrees it will, within ten (10) days after the written request from another Owner, certify by written instrument, duly executed and acknowledged, to any purchaser or proposed purchaser, or mortgagee or proposed mortgagee, or any other party specified in the request, to the best of the Owner's current, actual knowledge: (i) whether any amounts are owed and delinquent under this Declaration; (ii) whether the any Owner claims any lien against a Property; and (iii) such other matters as may be reasonably requested.

9. **Indemnification**. Each Owner shall indemnify and hold the other Owner and its and their employees, officers, divisions, subsidiaries, partners, members and affiliated

companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees, (collectively, the "**Claims**" or a "**Claim**") from or by any unaffiliated third party, the Owner, and/or its Agents, arising from or relating to (i) any use of the Easement Area or of the license granted herein, (ii) any act or omission of the Owner or its Agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving the Owner, its Agents and/or their property on the Easement Area, (iv) any violation or alleged violation by the Owner or its Agents of any law or regulation now or hereafter enacted, (v) any loss or theft whatsoever of any property or anything placed or stored by Grantee or its Agents on or about the Easement Area, (vi) any breach by the Owner of its obligations under this Declaration, and (vii) any enforcement of an Owner of any provision of this Declaration and any cost of removing an Owner from the Easement Area or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by gross negligence or willful misconduct of the Indemnitees. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Declaration.

10. **Notices**. Any notice required or desired to be given under this Declaration shall be considered given either: (i) when delivered in person to the intended Owner, or (ii) three (3) days after deposit in the United States mail, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the intended Owner. All notices shall be given to such Owner at the address on file in the Davis County Assessor's Office for tax notices. Either Owner may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

11. **Termination**. This Declaration and the Easement set forth herein shall terminate upon the completion of a parking garage on Parcel 1 that contains no fewer than Two Hundred Fifty (250) parking spaces.

12. **No Public Use/Dedication**. The Easement Area is and shall at all times remain the private property of Owners. The use of the Easement Area is permissive and shall be limited to the express purposes contained herein. No Owner, or its successors or assigns, or the public shall acquire or be entitled to claim or assert any rights to the Easement Area beyond the express terms and conditions of this Declaration.

13. **Miscellaneous**. No supplement, modification or amendment of this Declaration shall be binding unless in writing and executed by the Owners. This Declaration shall be binding on and inure to the benefit of the respective successors, assigns, and personal representatives of Declarant. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah. No waiver of any of the provisions of this Declaration shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Owner making the waiver. The headings of this Declaration are for

purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Declaration by reference. If any provision of this Declaration or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Declaration and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, the invalid provision does not have a materially adverse effect on either Party. This Declaration is the result of negotiations among the Parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. This Declaration 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. Time is of the essence for the terms and provisions of this Declaration.

[SIGNATURES AND ACKNOWLEDGEMENTS TO FOLLOW]

SIGNATURE AND ACKNOWLEDGMENT
TO
DECLARATION OF PARKING EASEMENT

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the Effective Date.

DECLARANT:

BERTRAM M. BERNS, and BARBARA C. BERNS, Trustees of the BERNS FAMILY TRUST DATED APRIL 23, 1998

By: _____
Bertram M. Berns, Co-Trustee

By: _____
Barbara C. Berns, Co-Trustee

BERTRAM M. BERNS, Trustee under that certain DECLARATION OF TRUST DATED FEBRUARY 9, 1969

By: _____
Bertram M. Berns, Trustee

STATE OF _____)
:ss
COUNTY OF _____)

On this _day of _____2022, personally appeared before me Bertram M. Berns and Barbara C. Berns, personally known to me to be the Trustees of the Berns Family Trust dated April 23, 1998, and Bertram M. Berns, personally known to me to be the Trustee under that certain Declaration of Trust dated February 9, 1969, who acknowledged before me that they signed the foregoing instrument as trustees for said trusts.

WITNESS my hand and official seal.

_____
Notary Public

EXHIBIT A

(Legal Description of Parcel 1)

EXHIBIT B

(Legal Description of Parcel 2)

EXHIBIT C

(Legal Description and Depiction of the Easement Area)

[Legal description and depiction to be inserted prior to

Certificate of Occupancy]

Exhibit 8

Construction and Maintenance Agreement between Developer and City

CLEARFIELD CITY DEVELOPMENT AGREEMENT
FOR
MIXED-USE DEVELOPMENT AT
325 – 375 STATE STREET, CLEARFIELD, UT

CONSTRUCTION AND MAINTENANCE LICENSE AGREEMENT
[City and Lakeside Development]

This CONSTRUCTION AND MAINTENANCE LICENSE AGREEMENT (this "**Agreement**") is made this ____ day of _____, 20___, (the "**Effective Date**") by and between CLEARFIELD CITY, a Utah municipal corporation ("**Licensor**"), and LAKESIDE DEVELOPMENT PARTNERS, LLC, a Utah limited liability company ("**Licensee**"). Licensor and Licensee are sometimes referred to herein individually as a "**Party**," and collectively as the "**Parties**."

RECITALS

A. Licensor is the owner of certain real property located in Davis County, Utah, more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Licensor Property**").

B. Pursuant to that certain Development Agreement by and between Licensee and the owner of the Adjacent Property (defined below) dated March 22, 2022, Ground Lease by and between Licensee and the owner of the Adjacent Property (defined below) dated _____ and Temporary Construction License and Maintenance Agreement dated concurrently herewith, Licensee owns the right to develop and use certain real property located west of the Licensor Property (the "**Licensee Property**").

C. In conjunction with its development of the Licensee Property and until such time as the property immediately adjacent to and abutting the Licensor Property and described in **Exhibit B** attached hereto and incorporated herein by reference (the "**Adjacent Property**") is developed or re-developed, Licensee desires to obtain a temporary license upon, over, across, and through certain portions of the Licensor Property as more particularly described on **Exhibit C** attached hereto and incorporated herein by this reference (the "**License Area**"), for the purpose of constructing, installing and maintaining certain improvements, including (i) a portion of a day-use, landscaped recreation beach area approximately thirty (30) feet in width above the freeboard line and one hundred twenty (120) feet in length (the "**Beach**") adjacent to a public pond commonly known as Mabey Pond (the "**Pond**") and (ii) a portion of a landscaped walkway running adjacent to the Beach, as conceptually depicted on **Exhibit D** attached hereto and incorporated herein by reference (collectively the "**Improvements**").

D. Licensor is willing to grant such license to Licensee, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto make the following grants, agreements, and covenants:

1. **Grant of License**. Licensor hereby conveys to Licensee, without warranty, a temporary, non-exclusive construction license (the "**License**") on, over, and across the License Area for the sole purpose of constructing, installing and maintaining the Improvements.

2. **Term**. The License granted herein will automatically terminate, without the requirement of any action by Licensor, on the earlier to occur of (i) the date that is thirty-five (35) years from the Effective Date; or (ii) upon the Adjacent Property owner's receipt of all entitlements necessary to develop or re-develop the Adjacent Property, including a permit to demolish any existing structures on the Adjacent Property.

3. **Access**. Licensee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "**Licensee's Agents**") shall have the right to enter upon the License Area solely for the purposes permitted by this Agreement. Licensee shall enter upon the License Area from existing roads and paved areas at its sole risk and hazard, and Licensee and its successors and assigns, hereby release Licensor from any and all claims relating to the condition of the License Area and the entry upon the License Area by Licensee and Licensee's Agents. In the event Licensee needs to access the License Area to perform any maintenance, repair, or restoration work on the License Area, Licensee shall use reasonable efforts to minimize any interference or disruption to Licensor's use and occupancy of the License Area.

4. **Condition of the License Area**. Licensee accepts the License Area and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the License Area. Licensee hereby waives all warranties, express or implied, regarding the title, condition and use of the License Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the License Area is granted to Licensee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the License Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Licensee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the License Area.

5. **Reservation by Licensor**. Notwithstanding anything to the contrary stated herein, Licensor hereby reserves the right to use the License Area for any use not inconsistent with Licensee's permitted use of the License Area. Without limiting the above, Licensor reserves the right to grant additional rights, easements or encumbrances to other third parties to use or occupy the License Area. Licensee hereby understands and agrees that this License is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Licensor to use the License Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the license rights granted hereby.

6. **Maintenance and Restoration**. Licensee, at its sole cost and expense, shall maintain the License Area throughout the term of this Agreement in good order and condition. Licensee shall promptly repair any damage to the Licensor Property and Licensor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Licensee and/or Licensee's Agents, and shall restore the Licensor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Licensor Property by Licensee and Licensee's Agents. Notwithstanding the foregoing, Licensor shall be solely responsible for all costs associated with repairing any damage to the Licensor Property and the Improvements caused by Licensor and its guests, affiliates, agents, employees, servants, contractors and the public.

7. **Construction of the Improvements**. Licensee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future. Upon completion of the Improvements, Licensee shall provide Licensor with evidence reasonably satisfactory to Licensor of such completion.

8. **Compliance with Laws**. Licensee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

9. **Hazardous Materials**. Products containing Hazardous Substances may be employed in the construction and installation of the Improvements (the "**Work**") as a means and methods application or as part of its performance of the Work, such as chemicals used on the job site, but only provided that: (i) such products are used in accordance with the manufacturer's instructions and material safety data sheets; (ii) such products are rendered harmless upon completion of the Work; (iii) reasonable precautions can be and are taken to prevent foreseeable bodily injury or death to persons involved in the Work or in its proximity, including the ultimate users of the completed Work; and (iv), Licensee shall immediately notify the Licensor and appropriate regulatory agencies if there is a spill or release or misuse of any such product used on the job site that exceeds state or federal reportable limits. Upon completion of the Work, except for motor fuels used by vehicles and construction equipment, which may be used on the License Area in compliance with all applicable Hazardous Waste Laws (defined below), Licensee agrees not to transport, generate, store, dispose of, release, or use any Hazardous Substances on the License Area. As used in this Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive,

reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Licensee agrees to immediately notify Licensor of any leaking or spillage of Hazardous Substances on the License Area or Licensor Property. Licensee shall be exclusively liable for all cleanup and remediation costs thereof.

As used in this Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

10. **Indemnification and Release**. Licensee shall indemnify, release and defend with counsel of Licensor's choice, and hold Licensor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively the "**Claims**", or a "**Claim**") from or by any unaffiliated third party, Licensee, and/or Licensee's Agents, arising from or relating to (i) any use of the License Area and/or adjacent areas by Licensee or Licensee's Agents, (ii) any act or omission of Licensee or any of Licensee's Agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Licensee or Licensee's Agents and its or their property on the License Area and/or adjacent areas, (iv) any violation or alleged violation by Licensee or Licensee's Agents of any law or regulation now or hereafter enacted, (v) the failure of Licensee to maintain the License Area and/or the Improvements in a safe condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Licensee or Licensee's Agents on or about the License Area and/or adjacent areas, (vii) any breach by Licensee of its obligations under this Agreement, and (viii) any enforcement by Licensor of any provision of this Agreement and any cost of removing Licensee or Licensee's Agents or its or their property or equipment from the License Area or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by gross negligence or willful misconduct of the Indemnitees. Licensee, as a material part of the consideration of this Agreement, waives all claims or demands against Licensor and the other Indemnitees for any such loss, damage, or injury of Licensee or Licensee's property. The indemnity provided by Licensee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this

indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

11. **Insurance**. Licensee will ensure that prior to entering onto the License Area or the Licensor Property, all of Licensee's contractors and other such parties who assist with the License Activities or use of the License Area are either covered under the terms of Licensee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Licensor the same protections. Such insurance may be carried under a "blanket" policy or "blanket" policies covering other properties of Licensee, and may be subject to such self-insured retentions as Licensee may desire. Prior to any entry onto, or construction within, the License Area by Licensee, Licensor shall have the right to approve Licensee's contractor's insurance and Licensee shall (i) provide certificates to Licensor evidencing such insurance in a form acceptable to Licensor, and (ii) cause its consultants, contractors, and subcontractors to add Licensor as an additional insured. Although Licensee is a self-insured entity, it is agreed that Licensee shall provide Licensor the traditional protections of an additional insured party on such insurance.

11.1. **Liability Insurance Coverage and Limits**. A commercial general liability insurance policy insuring Licensee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the License Area and the ways immediately adjoining the License Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability of not less than Two Million Dollars ($2,000,000). The coverage set forth above shall be primary coverage and shall apply specifically to the License Area and any other areas or portions of the Licensor Property upon which Licensee enters onto or otherwise accesses as it carries out the License Activities.

11.2. **Workers' Compensation Insurance**. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Licensee shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars ($500,000).

11.3. **Automobile Insurance**. Automobile Liability Insurance with a minimum limit of not less than Two Million Dollars ($2,000,000) Combined Single Limit per accident, and coverage applying to "Any Auto."

12. **Liens**. Licensee shall keep Licensor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Licensee, and shall indemnify, hold harmless and agree to defend Licensor from any liens that may be placed on Licensor's Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Licensee or any of Licensee's Agents. Any such liens must be released of record within thirty (30) days of written notice to Licensee of the existence of such a lien. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

13. **Notices**. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, electronic mail, or United States certified mail, return receipt

requested, postage or other delivery charge prepaid, addressed to Licensor or Licensee at the following addresses (or at such other address as Licensor or Licensee or the person receiving copies may designate in writing given in accordance with this Section):

LICENSOR:	Clearfield City Attn: City Recorder 55 South State Street Clearfield City, Utah 84106
LICENSEE:	Lakeside Development Partners, LLC c/o Cowley Real Estate Partners 4640 Admiralty Way, 5th Floor Marina Del Rey, CA 90292

14. **No Public Use/Dedication**. Licensor's Property is and shall at all times remain the private property of Licensor. The use of Licensor's Property is permissive and shall be limited to the express purposes contained herein by Licensee. Neither Licensee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to Licensor's Property beyond the express terms and conditions of this Agreement.

15. **Miscellaneous**.

15.1. **Attorney's Fees**. In the event any Party brings or commences legal proceedings to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in the same action. The phrase "legal proceedings" shall include appeals from a lower court judgment. The phrase "prevailing party" shall mean the party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which the party sought.

15.2. **Successors and Assigns**. The provisions of this Agreement shall run with the land and extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Parties hereto.

15.3. **Relationship**. The Parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency or employment status or relationship between them and expressly affirm that they have entered into this Agreement as part of an "arms-length" transaction.

15.4. **Governing Law**. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Utah, without regard to conflicts of law principles.

15.5. **Entire Agreement**. This Agreement, and any addenda or exhibits attached hereto, and made a part hereof, contain the entire Agreement of the parties with respect to the matters covered hereby, and no other agreement, statement or promise made by any Party, or to

any employee, officer or agent of any Party, which is not contained herein or in another writing signed by the Parties, shall be binding or valid.

15.6. **Waiver**. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement will constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

15.7. **Authorization**. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

15.8. **Counterparts**. The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a recorded copy of an original signature to this Agreement for all purposes as an original signature. The Parties shall consider a recorded copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no Party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

15.9. **Recording**. The Parties agree that this Agreement shall not be recorded nor any memorandum thereof.

[*signatures and acknowledgements to follow*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

LICENSOR:

CLEARFIELD CITY, a Utah municipal corporation

By: _____
Name: _____
Its: _____

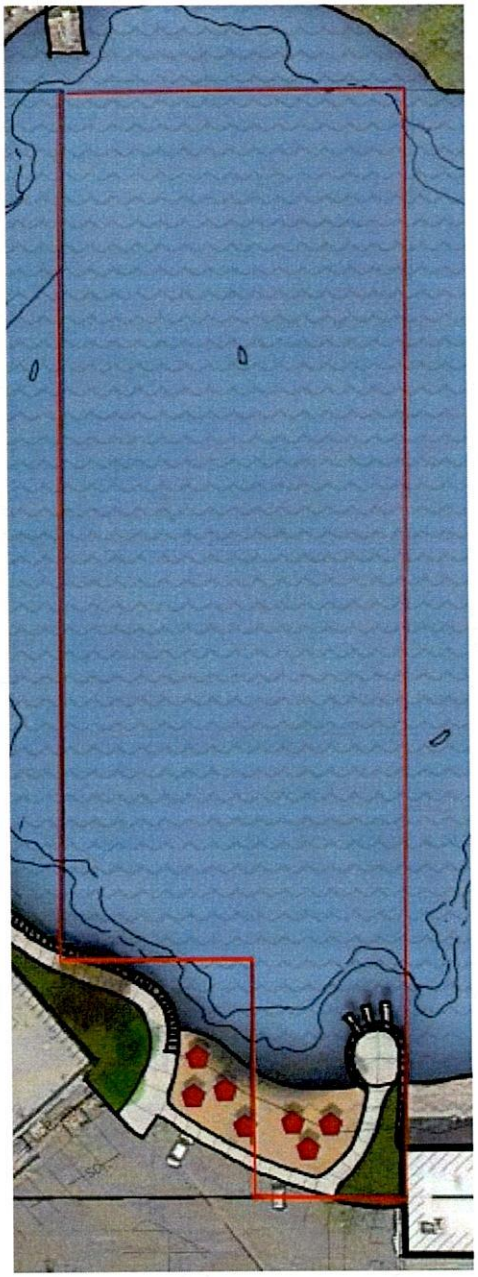
LICENSEE:

LAKESIDE DEVELOPMENT PARTNERS, LLC, a Utah limited liability company

By: LAKESIDE CAPITAL GROUP, LLC, its Manager

By: _____
Name: _____
Its: Managing Member

Depiction of Exhibit "A" Description to
CONSTRUCTION AND MAINTENANCE LICENSE AGREEMENT
[City and Lakeside Development]



A PART OF THE SW 1/4 OF SEC 1-T4N-R2W, SLM, DESC AS FOLLOWS:

COM AT A PT WH LIES S 00^26'22" W, 561.97 FT & N 89^33'38" W, 264.00 FT FR THE CENTER OF SD SEC 1, TH S 00^26'22" W, 442.12 FT; TH N 89^33'38" W, 3.08 FT; TH S 00^14'39" E, 19.32 FT; TH S 88^48'33" W, 62.17 FT; TH N 00^26'22" E, 100.00 FT; TH N 89^50'08" W, 80.00 FT; TH N 00^26'22" E, 362.90 FT; TH S 89^50'08" E, 145.00 FT TO THE POB.

CONT 1.3547 ACRES

Depiction of Exhibit "B" Description to
CONSTRUCTION AND MAINTENANCE LICENSE AGREEMENT
[City and Lakeside Development]



Depiction of Exhibit "C" Description to
CONSTRUCTION AND MAINTENANCE LICENSE
AGREEMENT [City and Lakeside Development]

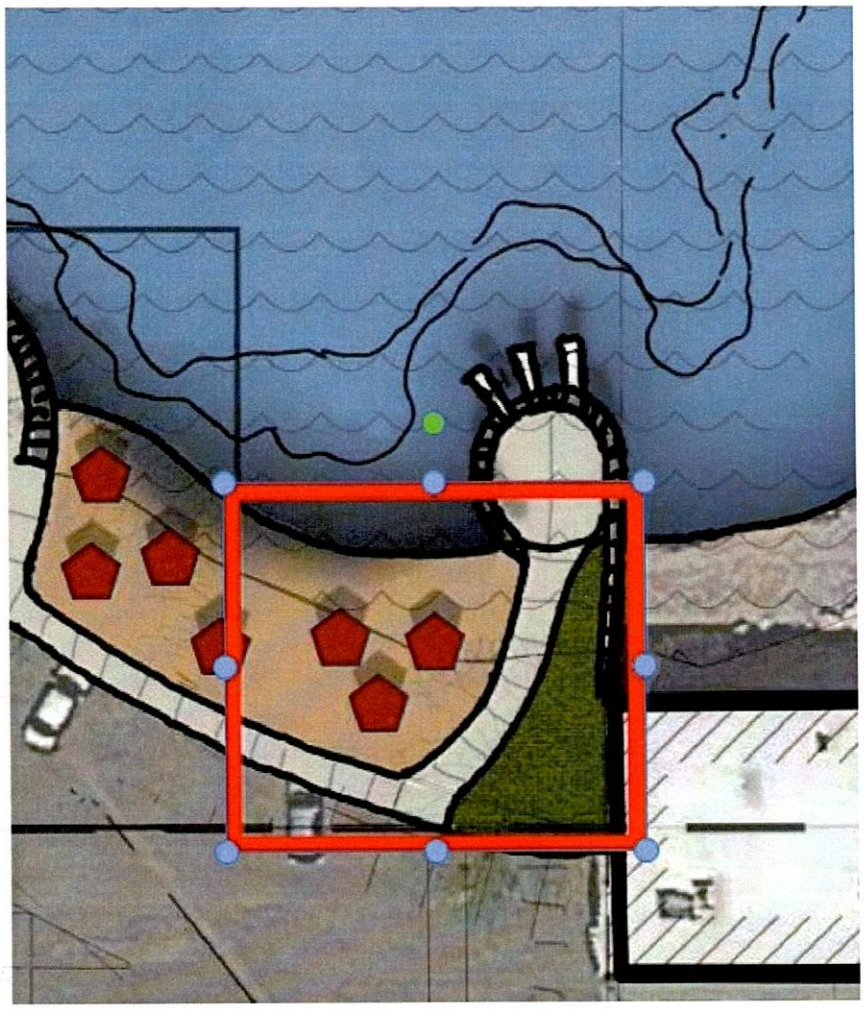


Exhibit "D" Depiction to
CONSTRUCTION AND MAINTENANCE LICENSE
AGREEMENT [City and Lakeside Development]

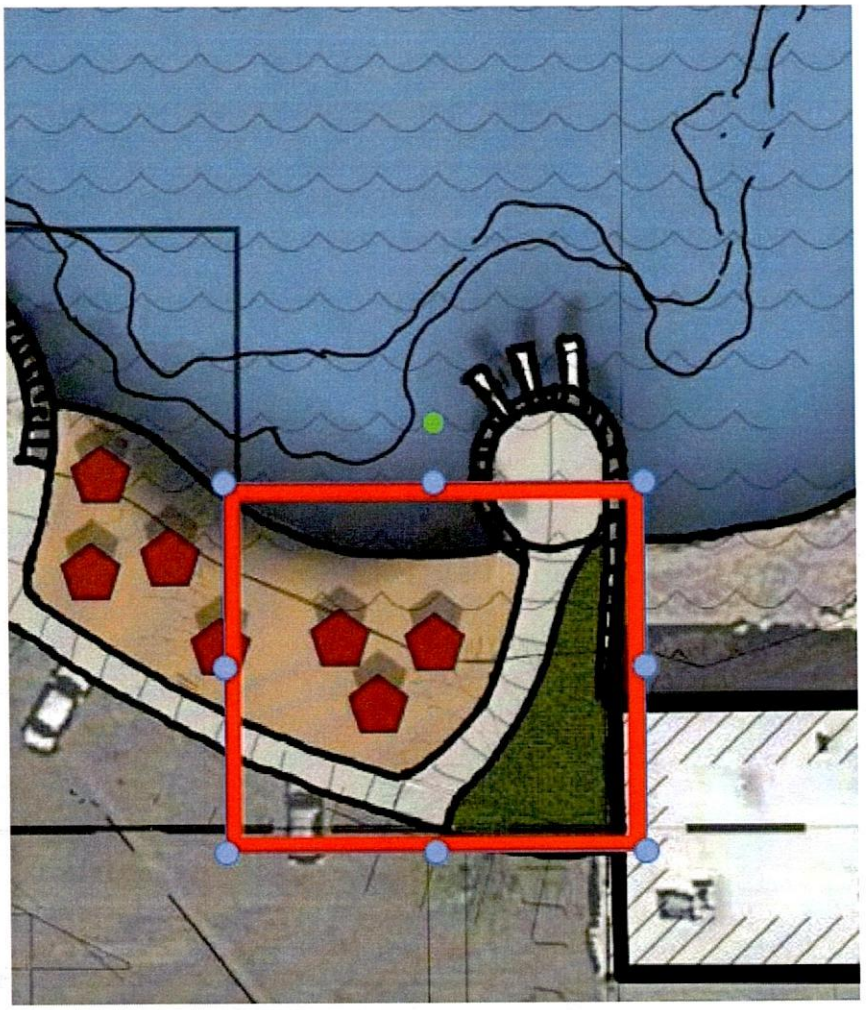


Exhibit 9

Construction and Maintenance Agreement between Developer and Property Owner

CLEARFIELD CITY DEVELOPMENT AGREEMENT
FOR
MIXED-USE DEVELOPMENT AT
325 – 375 STATE STREET, CLEARFIELD, UT

CONSTRUCTION AND MAINTENANCE LICENSE AGREEMENT
[Berns Family Trust and Lakeside Development]

This CONSTRUCTION AND MAINTENANCE LICENSE AGREEMENT (this "**Agreement**") is made this ____ day of _____, 20___, (the "**Effective Date**") by and between BERTRAM M. BERNS and BARBARA C. BERNS, Trustees of the BERNS FAMILY TRUST DATED APRIL 23, 1998, as to an undivided eighty-seven and 22/100 percent (87.22%) interest, and BERTRAM M. BERNS, Trustee under that certain DECLARATION OF TRUST DATED FEBRUARY 9, 1969, as to an undivided twelve and 78/100 percent (12.78%) interest, as tenants in common, and its successors and assigns (collectively "**Licensor**"), and LAKESIDE DEVELOPMENT PARTNERS, LLC, a Utah limited liability company ("**Licensee**"). Licensor and Licensee are sometimes referred to herein individually as a "**Party**," and collectively as the "**Parties**."

RECITALS

A. Licensor is the owner of certain real property located in Davis County, Utah, more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Licensor Property**").

B. Pursuant to that certain Development Agreement by and between Licensor and Licensee dated March 22, 2022 and Ground Lease by and between Licensor and Licensee dated _____, Licensee owns the right to develop and use certain real property located immediately north of and adjacent to the Licensor Property (the "**Licensee Property**").

C. In conjunction with its development of the Licensee Property and until such time as Licensor develops or re-develops the Licensor Property, Licensee desires to obtain a temporary license upon, over, across, and through certain portions of the Licensor as more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the "**License Area**"), for the purpose of constructing, installing and maintaining certain improvements, including (i) a paved and landscaped plaza area at the end of that certain roadway commonly known as Waterfront Way (the "**Plaza**"), (ii) a day-use, landscaped recreation beach area approximately thirty (30) feet in width above the freeboard line and one hundred twenty (120) feet in length (the "**Beach**") adjacent to a public pond commonly known as Mabey Pond (the "**Pond**") and (iii) a landscaped walkway leading from the Plaza to the Beach approximately thirty (30) to forty-five (45) feet in width (the "**Walkway**") and running adjacent to and in-between the Pond and an existing building located on the Licensor Property, as conceptually depicted on **Exhibit C** attached hereto and incorporated herein by reference (collectively the "**Improvements**").

D. Licensor is willing to grant such license to Licensee, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto make the following grants, agreements, and covenants:

1. **Grant of License**. Licensor hereby conveys to Licensee, without warranty, a temporary, non-exclusive construction license (the "**License**") on, over, and across the License Area for the sole purpose of constructing, installing and maintaining the Improvements.

2. **Term**. The License granted herein will automatically terminate, without the requirement of any action by Licensor, on the earlier to occur of (i) the date that is thirty-five (35) years from the Effective Date; or (ii) upon Licensor's receipt of all entitlements necessary to develop or re-develop the Licensor Property, including a permit to demolish any existing structures on the Licensor Property.

3. **Access**. Licensee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "**Licensee's Agents**") shall have the right to enter upon the License Area solely for the purposes permitted by this Agreement. Licensee shall enter upon the License Area from existing roads and paved areas at its sole risk and hazard, and Licensee and its successors and assigns, hereby release Licensor from any and all claims relating to the condition of the License Area and the entry upon the License Area by Licensee and Licensee's Agents. In the event Licensee needs to access the License Area to perform any maintenance, repair, or restoration work on the License Area, Licensee shall use reasonable efforts to minimize any interference or disruption to Licensor's use and occupancy of the License Area.

4. **Condition of the License Area**. Licensee accepts the License Area and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the License Area. Licensee hereby waives all warranties, express or implied, regarding the title, condition and use of the License Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the License Area is granted to Licensee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the License Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Licensee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the License Area.

5. **Reservation by Licensor**. Notwithstanding anything to the contrary stated herein, Licensor hereby reserves the right to use the License Area for any use not inconsistent with Licensee's permitted use of the License Area. Without limiting the above, Licensor reserves the

right to grant additional rights, easements or encumbrances to other third parties to use or occupy the License Area. Licensee hereby understands and agrees that this License is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Licensor to use the License Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the license rights granted hereby.

6. **Maintenance and Restoration**. Licensee, at its sole cost and expense, shall maintain the License Area throughout the term of this Agreement in good order and condition. Upon completion of the Improvements and except as provided under a separate license agreement to be entered into by Licensor and Clearfield City (the "**City**") for public use of the Improvements, Licensee shall promptly repair any damage to the Licensor Property and Licensor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Licensee and/or Licensee's Agents, and shall restore the Licensor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Licensor Property by Licensee and Licensee's Agents. Notwithstanding the foregoing, Licensor shall be solely responsible for all costs associated with repairing any damage to the Licensor Property and the Improvements caused by Licensor and its guests, affiliates, agents, employees, servants, and contractors.

7. **Construction of the Improvements**. Licensee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future. Upon completion of the Improvements, Licensee shall provide Licensor with evidence reasonably satisfactory to Licensor of such completion.

8. **Compliance with Laws**. Licensee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

9. **Hazardous Materials**. Products containing Hazardous Substances may be employed in the construction and installation of the Improvements (the "**Work**") as a means and methods application or as part of its performance of the Work, such as chemicals used on the job site, but only provided that: (i) such products are used in accordance with the manufacturer's instructions and material safety data sheets; (ii) such products are rendered harmless upon completion of the Work; (iii) reasonable precautions can be and are taken to prevent foreseeable bodily injury or death to persons involved in the Work or in its proximity, including the ultimate users of the completed Work; and (iv), Licensee shall immediately notify the Licensor and appropriate regulatory agencies if there is a spill or release or misuse of any such product used on the job site that exceeds state or federal reportable limits. Upon completion of the Work, except for motor fuels used by vehicles and construction equipment, which may be used on the License Area in compliance with all applicable Hazardous Waste Laws (defined below), Licensee agrees not to transport, generate, store, dispose of, release, or use any Hazardous Substances on the License Area. As used in this Agreement, the term "Hazardous Substances"

means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Licensee agrees to immediately notify Licensor of any leaking or spillage of Hazardous Substances on the License Area or Licensor Property. Licensee shall be exclusively liable for all cleanup and remediation costs thereof.

As used in this Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

10. **Indemnification and Release**. Licensee shall indemnify, release and defend with counsel of Licensor's choice, and hold Licensor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively the "**Claims**", or a "**Claim**") from or by any unaffiliated third party, Licensee, and/or Licensee's Agents, arising from or relating to (i) any use of the License Area and/or adjacent areas by Licensee or Licensee's Agents, (ii) any act or omission of Licensee or any of Licensee's Agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Licensee or Licensee's Agents and its or their property on the License Area and/or adjacent areas, (iv) any violation or alleged violation by Licensee or Licensee's Agents of any law or regulation now or hereafter enacted, (v) the failure of Licensee to maintain the License Area and/or the Improvements in a safe condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Licensee or Licensee's Agents on or about the License Area and/or adjacent areas, (vii) any breach by Licensee of its obligations under this Agreement, and (viii) any enforcement by Licensor of any provision of this Agreement and any cost of removing Licensee or Licensee's Agents or its or their property or equipment from the License Area or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the

extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by gross negligence or willful misconduct of the Indemnitees. Licensee, as a material part of the consideration of this Agreement, waives all claims or demands against Licensor and the other Indemnitees for any such loss, damage, or injury of Licensee or Licensee's property. The indemnity provided by Licensee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

11. **Insurance**. Licensee will ensure that prior to entering onto the License Area or the Licensor Property, all of Licensee's contractors and other such parties who assist with the License Activities or use of the License Area are either covered under the terms of Licensee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Licensor the same protections. Such insurance may be carried under a "blanket" policy or "blanket" policies covering other properties of Licensee, and may be subject to such self-insured retentions as Licensee may desire. Prior to any entry onto, or construction within, the License Area by Licensee, Licensor shall have the right to approve Licensee's contractor's insurance and Licensee shall (i) provide certificates to Licensor evidencing such insurance in a form acceptable to Licensor, and (ii) cause its consultants, contractors, and subcontractors to add Licensor as an additional insured. Although Licensee is a self-insured entity, it is agreed that Licensee shall provide Licensor the traditional protections of an additional insured party on such insurance.

11.1. **Liability Insurance Coverage and Limits**. A commercial general liability insurance policy insuring Licensee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the License Area and the ways immediately adjoining the License Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability of not less than Two Million Dollars ($2,000,000.00). The coverage set forth above shall be primary coverage and shall apply specifically to the License Area and any other areas or portions of the Licensor Property upon which Licensee enters onto or otherwise accesses as it carries out the License Activities.

11.2. **Workers' Compensation Insurance**. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Licensee shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars ($500,000.00).

11.3. **Automobile Insurance**. Automobile Liability Insurance with a minimum limit of not less than Two Million Dollars ($2,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

12. **Liens**. Licensee shall keep Licensor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Licensee, and shall indemnify, hold harmless and agree to defend Licensor from any liens that may be placed on Licensor's Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Licensee or any of Licensee's Agents. Any such liens must be released of record within thirty (30) days of written notice to Licensee of the

existence of such a lien. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

13. **Notices**. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, electronic mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Licensor or Licensee at the following addresses (or at such other address as Licensor or Licensee or the person receiving copies may designate in writing given in accordance with this Section):

LICENSOR: Bert Berns
Berns Family Trusts
P.O. Box 8469
San Jose CA 95155

LICENSEE: Lakeside Development Partners, LLC
c/o Cowley Real Estate Partners
4640 Admiralty Way, 5th Floor
Marina Del Rey, CA 90292

14. **No Public Use/Dedication**. Licensor's Property is and shall at all times remain the private property of Licensor. The use of Licensor's Property is permissive and shall be limited to the express purposes contained herein by Licensee. Neither Licensee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to Licensor's Property beyond the express terms and conditions of this Agreement.

15. **Miscellaneous**.

15.1. **Attorney's Fees**. In the event any Party brings or commences legal proceedings to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in the same action. The phrase "legal proceedings" shall include appeals from a lower court judgment. The phrase "prevailing party" shall mean the party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which the party sought.

15.2. **Successors and Assigns**. The provisions of this Agreement shall run with the land and extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Parties hereto.

15.3. **Relationship**. The Parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency or employment status or relationship between them and expressly affirm that they have entered into this Agreement as part of an "arms-length" transaction.

15.4. **Governing Law**. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Utah, without regard to conflicts of law principles.

15.5. **Entire Agreement**. This Agreement, and any addenda or exhibits attached hereto, and made a part hereof, contain the entire Agreement of the parties with respect to the matters covered hereby, and no other agreement, statement or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained herein or in another writing signed by the Parties, shall be binding or valid.

15.6. **Waiver**. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement will constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

15.7. **Authorization**. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

15.8. **Counterparts**. The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a recorded copy of an original signature to this Agreement for all purposes as an original signature. The Parties shall consider a recorded copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no Party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

15.9. **Recording**. The Parties agree that this Agreement shall not be recorded nor any memorandum thereof.

[*signatures and acknowledgements to follow*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

LICENSOR:

BERTRAM M. BERNS, and BARBARA C. BERNS, Trustees of the BERNS FAMILY TRUST DATED APRIL 23, 1998

By: _____
Bertram M. Berns, Co-Trustee

By:_____
Barbara C. Berns, Co-Trustee

BERTRAM M. BERNS, Trustee under that certain DECLARATION OF TRUST DATED FEBRUARY 9, 1969

By:_____
Bertram M. Berns, Trustee

LICENSEE:

LAKESIDE DEVELOPMENT PARTNERS, LLC, a Utah limited liability company

By: LAKESIDE CAPITAL GROUP, LLC, its Manager

By: _____
Name: _____
Its: Managing Member

Depiction of Exhibit "A" Description to
CONSTRUCTION AND MAINTENANCE LICENSE AGREEMENT
[BFT and Lakeside Development]



Depiction of Exhibit "B" Description to
CONSTRUCTION AND MAINTENANCE LICENSE AGREEMENT
[BFT and Lakeside Development]

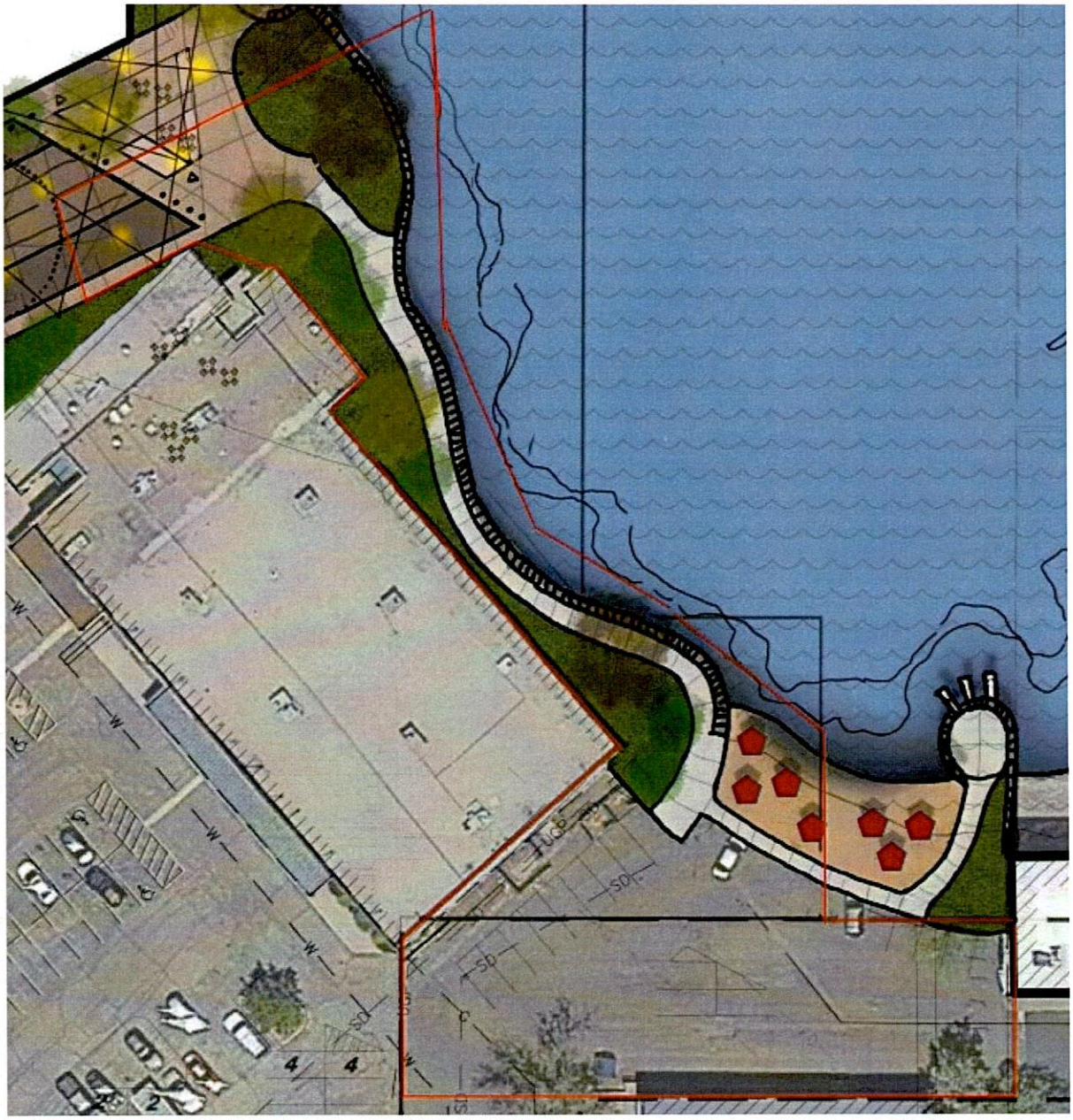


Exhibit "C" Depiction of
CONSTRUCTION AND MAINTENANCE LICENSE AGREEMENT [BFT and Lakeside Development]

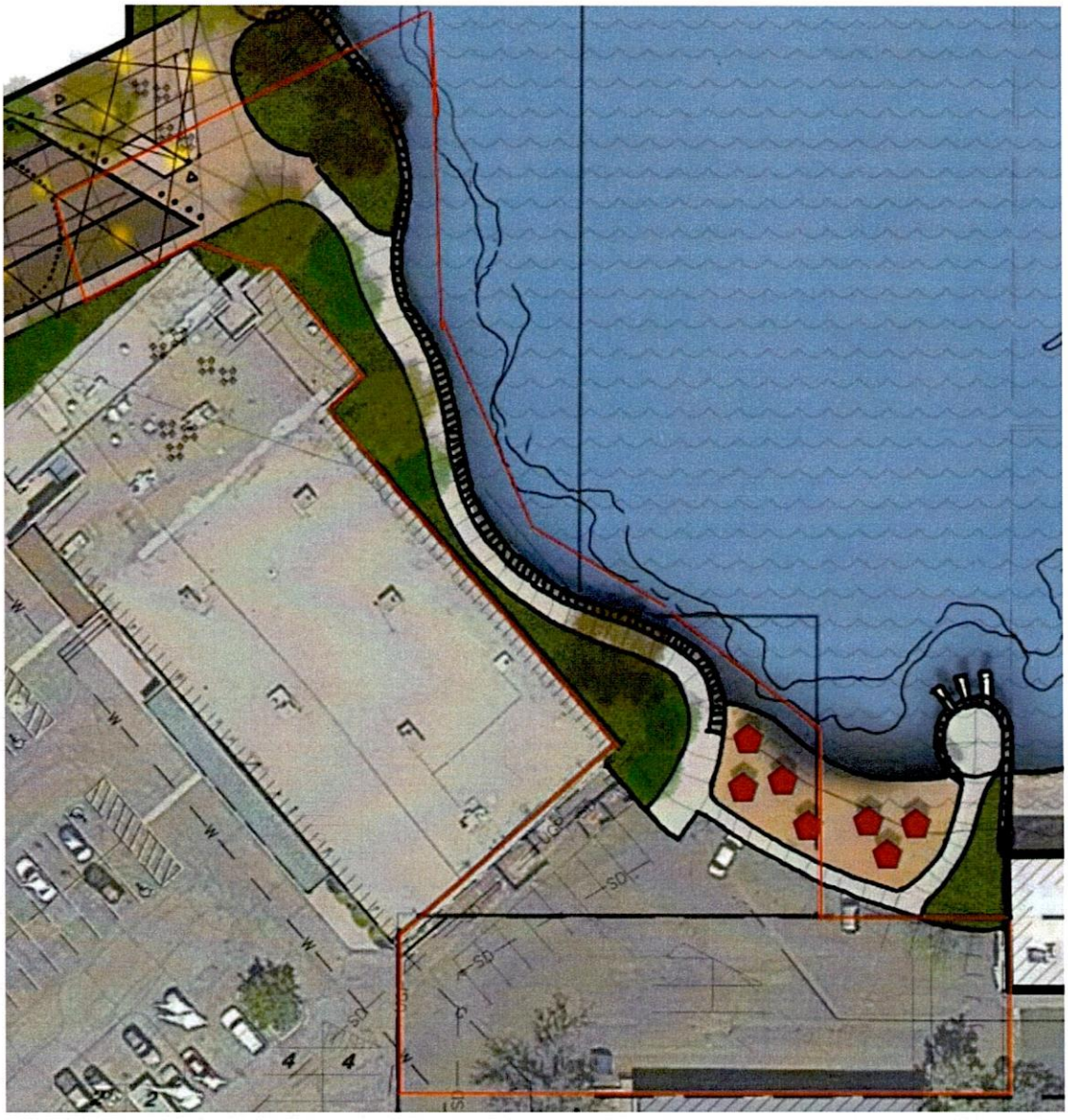


Exhibit 10

Temporary License Agreement between Property Owner and City

CLEARFIELD CITY DEVELOPMENT AGREEMENT
FOR
MIXED-USE DEVELOPMENT AT
325 – 375 STATE STREET, CLEARFIELD, UT

TEMPORARY LICENSE AGREEMENT

This TEMPORARY LICENSE AGREEMENT (the "**Agreement**") is made and entered into this _____ day of _____, 20___ (the "**Effective Date**") by and between BERTRAM M. BERNS and BARBARA C. BERNS, Trustees of the BERNS FAMILY TRUST DATED APRIL 23, 1998, as to an undivided eighty-seven and 22/100 percent (87.22%) interest, and BERTRAM M. BERNS, Trustee under that certain DECLARATION OF TRUST DATED FEBRUARY 9, 1969, as to an undivided twelve and 78/100 percent (12.78%) interest, as tenants in common, and its successors and assigns (collectively "**Licensor**") and CLEARFIELD CITY, a Utah municipal corporation ("**Licensee**"). Licensor and Licensee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Licensor owns certain real property located in Davis County, Utah (the "**Licensor Property**"), more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference.

B. Licensee desires a temporary, non-exclusive license upon, over, across and through a portion of the Licensor Property as described on **Exhibit B** and depicted on **Exhibit C** attached hereto and incorporated herein by reference (the "**License Area**") for pedestrian ingress and egress and public recreational uses as more particularly identified herein.

C. Licensor is willing to grant such license, subject to the following terms and conditions.

TERMS AND CONDITIONS

NOW THEREFORE, for and in consideration of the above recitals, the covenants and promises contained in this Agreement, and other good and valuable consideration, Licensee and Licensor hereby agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee, without warranty, temporary, non-exclusive license (the "**License**") upon, over, across and through the License Area for the purposes of: (i) public pedestrian and non-motorized vehicular use of the landscaped walkway (the "**Walkway**") located within the License Area and running adjacent to the pond commonly known as Mabey Pond (the "**Pond**"); (ii) public recreational use of any beach area located within the License Area abutting the Pond (the "**Beach**") and the paved and landscaped plaza area located west of the roadway commonly known as Waterfront Way (the "**Plaza**"); and (iii) public recreational and non-motorized watercraft use of the Pond (collectively, the "**License Activities**").

2. **Use of License Area.**

2.1. Licensee agrees that the License does not permit on the License Area any nuisance or disruptive activity that is an annoyance or a nuisance to private dwellings or

commercial buildings located nearby.

2.2. Unless otherwise agreed to in writing by Licensor, public use of the License Area shall be limited to the hours of 7:00 a.m. to 9:00 p.m. daily. Licensor reserves the right to take all steps reasonably necessary, including installing gates, to restrict access to the License Area during all other hours.

2.3. Any event or gathering of eight (8) persons or more must be scheduled in advance through Licensor or a management company designated by Licensor.

2.4. Licensee shall not construct, erect, move or place any improvements, structures or facilities on the License Area without the express written consent of Licensor or its designee.

2.5. Licensee shall not convey its interests in the License Area to any other party without the prior written consent of Licensor, which may be granted or withheld in Licensor' s sole discretion. Any transfer without Licensor's consent shall be null and void.

2.6. The License is solely limited to the recreation purposes identified in Section 1 of this Agreement and does not include any of the following rights or activities: (i) any waste or damage to the License Area; (ii) any public or private nuisance, including, but not limited to, any use that creates objectionable noises, odors, dust, fumes, smoke, gases, light, vibration, or disturbances or increases the risk of fire, explosion, or radioactive hazards on the License Area; (iii) any action that defaces, damages, or harms the License Area, except to the extent such action is expressly authorized herein; (iv) connecting any lights, apparatus, trailers, machinery, or other equipment servicing the License Area and the structures thereon to any utility service provided to the License Area or the Licensor Property; (v) any overnight camping or sleeping; (vi) any motorized vehicle or motorized watercraft use except as necessary to repair or maintain the License Area as provided in Paragraph 7 hereafter; and (v) any violation of any laws or ordinances pertaining to the License Area. The parties hereby agree that the above uses and activities are prohibited on the License Area.

2.7. Except for the rights granted to Licensee pursuant to this Agreement, neither Licensee, nor anyone claiming by, through, or under Licensee, has any rights, title or interest in any other portion of the Licensor Property, and Licensor reserves the right to use the License Area in any manner whatsoever not inconsistent with Licensee's use of the License Area pursuant to the terms of this Agreement.

3. **Term**. The License granted herein will automatically terminate, without the requirement of any action by Licensor, at such time that Licensor re-develops the Licensor Property and demolishes any structures or buildings currently located thereon.

4. **Access**. Licensee and its guests, affiliates, agents, employees, servants, contractors and the public (collectively, "**Licensee's Agents**") shall have the right to enter upon the License Area granted for its benefit for the purposes permitted by this Agreement. Licensee shall enter upon the License Area at its sole risk and hazard, and will enter from existing

alleyways, walkways, roads, or other walkways and roads that are to be developed by Licensor in the future. Licensee shall cooperate and comply with Licensor's express instructions relating to any relocations, changes, and/or future developments upon the Licensor Property that will affect the License Area or Licensee's access and use thereof. Licensee and Licensee's Agents and their successors and assigns hereby release Licensor from any claims relating to the condition of the License Area.

5. **Condition of License Area**. Licensee accepts the License Area and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other licenses, rights, or other encumbrances affecting the License Area. Licensee hereby waives all warranties, express or implied, regarding the title, condition and use of the License Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the License Area is granted to Licensee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the License Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, licenses, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Licensee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other licenses or rights of others related to its use and improvement of the License Area.

6. **Reservation**.

6.1. **Reservation of Rights Generally**. Licensor reserves the right to use the License Area for any use not inconsistent with Licensee's permitted use of the License Area. Without limiting the generality of the foregoing, Licensor expressly reserves the right to grant additional rights, licenses, or encumbrances to other third parties to use or occupy the License Area. Licensee hereby understands and agrees that this License Area is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Licensor to use the License Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of Licensee's License rights granted hereby this Agreement.

6.2. **Licensor's Development Rights**. Nothing in this Agreement shall be construed to prohibit or in any way limit Licensor in the future from developing or re-developing the Licensor Property. As a material condition of this transaction, Licensor and Licensee agree that this transaction will not cause adverse conditions or requirements to be placed upon the Licensor Property or the License Area, and that the Licensor Property and the License Area are compliant with all applicable land use codes and ordinances. The License Area will continue to be part of the legal parcel that includes the Licensor Property. As such, the License Area will be included and considered toward development approvals (i.e., setbacks, landscaping, open space, density, zoning, etc.).

7. **Maintenance; Restoration; and Damage**

7.1. **Maintenance**. Licensor shall maintain the License Area in good working order and repair and in a clean and sanitary condition. Licensee shall be under no obligation to share in any of the costs incurred by and for such maintenance except as provided in Section 7.2 hereafter.

7.2. **Restoration**. Licensee, at its sole cost and expense, shall repair any damage caused by Licensee or Licensee's Agents to the License Area. Licensee shall also promptly repair any damage to the Licensor Property and Licensor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Licensee and/or Licensee's Agents, and shall restore the Licensor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Licensor Property by Licensee and Licensee's Agents.

7.3. **Hazardous Substances**. Except for motor fuels used by maintenance equipment and materials and products used in performing the License Activities, Licensee agrees not to generate, store, dispose of, release, or use any Hazardous Substances on the Licensor Property. As used in this Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Licensee agrees to immediately notify Licensor of any leaking or spillage of Hazardous Substances on the Licensor Property. Licensee shall be exclusively liable for all cleanup and remediation costs thereof.

As used in this Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

8. **Liens**. Licensee shall keep the Licensor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under

Licensee and shall indemnify, hold harmless and agree to defend Licensor from any liens that may be placed on the Licensor Property pertaining to any work performed, materials furnished or obligations incurred by, through, for or under Licensee or any of Licensee's Agents.

9. **Insurance**. Licensee will ensure that prior to entering onto the License Area or the Licensor Property, all of Licensee's contractors and other such parties who assist with the License Activities or use of the License Area are either covered under the terms of Licensee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Licensor the same protections. Such insurance may be carried under a "blanket" policy or "blanket" policies covering other properties of Licensee, and may be subject to such self-insured retentions as Licensee may desire. Prior to any entry onto, or construction within, the License Area by Licensee, Licensor shall have the right to approve Licensee's contractor's insurance and Licensee shall (i) provide certificates to Licensor evidencing such insurance in a form acceptable to Licensor, and (ii) cause its consultants, contractors, and subcontractors to add Licensor as an additional insured. Although Licensee is a self-insured entity, it is agreed that Licensee shall provide Licensor the traditional protections of an additional insured party on such insurance.

9.1. **Liability Insurance Coverage and Limits**. A commercial general liability insurance policy insuring Licensee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the License Area and the ways immediately adjoining the License Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars ($2,000,000.00). The coverage set forth above shall be primary coverage and shall apply specifically to the License Area and any other areas or portions of the Licensor Property upon which Licensee enters onto or otherwise accesses as it carries out the License Activities.

9.2. **Workers' Compensation Insurance**. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Licensee shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars ($500,000.00).

9.3. **Automobile Insurance**. Automobile Liability Insurance with a minimum limit of not less than Two Million Dollars ($2,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

10. **Indemnification**. Licensee shall indemnify, release and defend, with counsel of Licensor's choice, and hold Licensor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively the "**Claims**", or a "**Claim**") from or by any unaffiliated third party, Licensee, and/or Licensee's Agents, arising from or relating to (i) any use of the License Area, Licensor Property, and/or adjacent areas by Licensee or Licensee's Agents, (ii) any bodily injury, property damage, accident, fire or other casualty to

or involving Licensee or Licensee's Agents and its or their property on the License Area, Licensor Property, and/or adjacent areas, and (iii) any enforcement by Licensor of any provision of this Agreement and any cost of removing Licensee or Licensee's Agents or its or their property or equipment from the License Area or restoring the same as provided herein. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

11. **Remedies**. If Licensee shall be in breach of any of its obligations under this Agreement and fail to cure such breach within ten (10) days following Licensee's receipt of written notice of the breach from Licensor, Licensor shall have the right to perform Licensee's obligations and seek reimbursement from Licensee, or terminate this Agreement by written notice to Licensee. Upon termination hereof due to a breach or threatened breach by Licensee of any provision hereunder, Licensor may seek any remedy available at law or in equity, including but not limited to a suit for damages for any compensable breach or noncompliance herewith and/or an action for specific performance or injunction. All remedies provided herein or by law or equity shall be cumulative and not exclusive. No termination or expiration of this Agreement shall relieve Licensee of its obligations to perform those acts required to be performed either prior to or after its termination.

12. **Assignability**. This Agreement may not be assigned, whether voluntarily or by operation of law, unless consented to in writing by Licensor, which consent may be granted or withheld in Licensor's commercially reasonable discretion.

13. **Notices**. All notices shall be in writing and shall be deemed to have been sufficiently given or served when present personally or by depositing the same in the United States mail by registered or certified mail, addressed as follows:

LICENSOR:
Bert Berns
Berns Family Trusts
P.O. Box 8469
San Jose CA 95155

With a copy to:
Lakeside Development Partners, LLC
c/o Cowley Real Estate Partners
4640 Admiralty Way, 5th Floor
Marina Del Rey, CA 90292

LICENSEE:
Clearfield City
Attn: City Recorder
55 South State Street
Clearfield City, Utah 84105

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

14. **No Public Dedication**. The Licensor Property is and shall at all times remain the private property of Licensor. Use of the Licensor Property is permissive and shall be limited to the express purposes contained herein. Neither Licensee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Licensor Property beyond the express terms and conditions of this Agreement.

15. **Miscellaneous.**

15.1. **Attorney's Fees**. In the event any Party brings or commences legal proceedings to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in the same action. The phrase "legal proceedings" shall include appeals from a lower court judgment. The phrase "prevailing party" shall mean the party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which the party sought.

15.2. **Successors and Assigns**. The provisions of this Agreement shall run with the land and extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Parties hereto.

15.3. **Relationship**. The Parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency or employment status or relationship between them and expressly affirm that they have entered into this Agreement as part of an "arms-length" transaction.

15.4. **Governing Law**. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Utah, without regard to conflicts of law principles.

15.5. **Entire Agreement**. This Agreement, and any addenda or exhibits attached hereto, and made a part hereof, contain the entire Agreement of the parties with respect to the matters covered hereby, and no other agreement, statement or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained herein or in another writing signed by the Parties, shall be binding or valid.

15.6. **Waiver**. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement will constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

15.7. **Authorization**. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

15.8. **Counterparts**. The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a recorded copy of an original signature to this Agreement for all purposes as an original signature. The Parties shall consider a recorded copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no Party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

15.9. **Recording**. The Parties agree that this Agreement shall not be recorded nor any memorandum thereof.

[*signatures follow*]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement to be effective as of the Effective Date.

LICENSOR:

BERTRAM M. BERNS, and BARBARA C. BERNS, Trustees of the BERNS FAMILY TRUST DATED APRIL 23, 1998

By: _____
Bertram M. Berns, Co-Trustee

By:_____
Barbara C. Berns, Co-Trustee

BERTRAM M. BERNS, Trustee under that certain DECLARATION OF TRUST DATED FEBRUARY 9, 1969

By:_____
Bertram M. Berns, Trustee

LICENSEE:

CLEARFIELD CITY, a Utah municipal corporation

By: _____
Name:_____
Its: _____

Depiction of Exhibit "A" Description to

PUBLIC USE LICENSE AGREEMENT [BFT and City]



Depiction of Exhibit "B" Description to
PUBLIC USE LICENSE AGREEMENT [BFT and City]

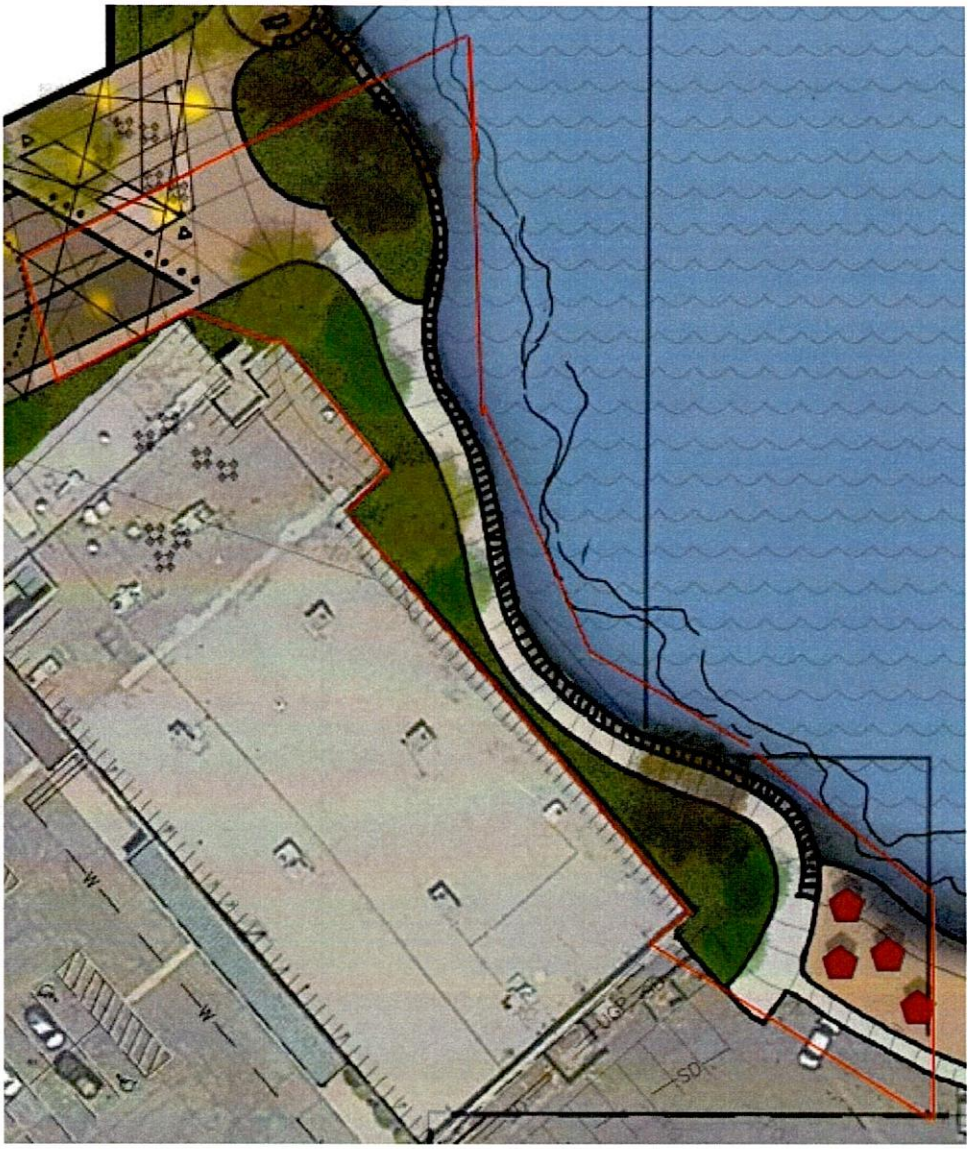


Exhibit "C" Depiction of
CONSTRUCTION AND MAINTENANCE LICENSE AGREEMENT [BFT and Lakeside Development]

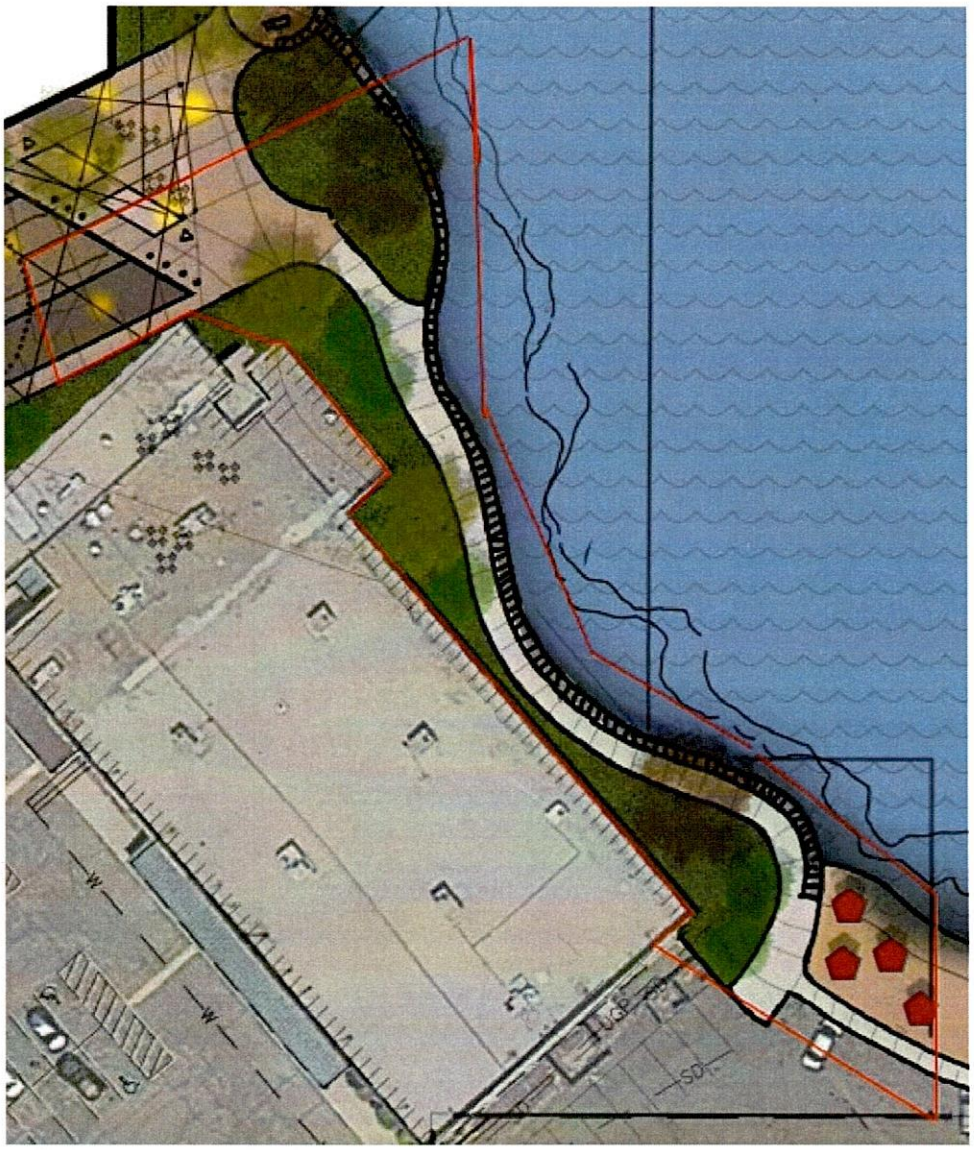


Exhibit 11

Aquascape Best Management Practices for Mabey Pond

CLEARFIELD CITY DEVELOPMENT AGREEMENT
FOR
MIXED-USE DEVELOPMENT AT
325 – 375 STATE STREET, CLEARFIELD, UT

Aquascape Best Management Practices for Mabey Pond

The following Aquascape Best Management Practices for Mabey Pond, hereinafter "**Pond**," are intended to articulate those best management practices to be followed by Clearfield City ("**City**") so as to ensure that the Pond is maintained as an attractive amenity that supports fish, plants, and other aquatic life, while also enhancing the quality of life for those living, working near, or visiting the Pond.

1. **Pest Management:** Issues related to pest infestations are expected to be a part of the management of any pond. As such, the City intends to respond to any pest infestation as follows:

    a. *Integrated Pest Management (IPM)* - The City will utilize the professional industry standards IPM to address pest infestations.
        i. IPM is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment.

2. **Waterfowl Management:** Although migratory by nature, ducks, geese, and swans may choose to reside in and around the Pond year-round because there are few predatory threats, and they can find a suitable habitat. As a result, populations of these birds can grow to the extent that they begin to cause significant property damage and become a health concern for themselves, for residents in the community, and for those utilizing the Pond. As such, the City will respond to waterfowl issues, as follows:

    a. *Acknowledged Benefit of Waterfowl* - The most significant benefit of waterfowl at a pond is the aesthetic nature the waterfowl create.
        i. The City believes that having at least some ducks, geese, or swans in a pond makes the pond seem more natural and appealing, and that waterfowl can be playful and an enjoyment to those utilizing the Pond.

    b. *Negative Impact of Waterfowl* - Large aggregations of waterfowl can cause significant damage to ponds, such as (1) erode shorelines by trampling and feeding on shoreline plants, (2) destroy lawns and gardens, (3) introduce invasive weeds that are stuck to their feathers and carried in their digestive tracts, (4) deposit large volumes of feces (excrement) that increase algae and weed growth and introduce disease causing pathogens into the water that threaten the health of residents, pets, and the birds themselves, (5) make water muddy and cloudy as they sift through the mud for invertebrates and uproot vegetation, (6) become aggressive with children

and pets, and (7) create unsightly conditions when they molt, leaving feces and feathers in yards, on porches and on driveways and roads.

i. Should the City determine that the waterfowl at the pond are creating a negative impact, the City may employ deterrent products, including but not limited to the deployment of decoys of predators and dead birds, noise making devices, motion sensing sprinklers, flashing lights, trip wires, chemical repellents, or any other such deterrent deemed necessary.

ii. Should the City determine that the waterfowl at the Pond are creating a negative impact and that above deterrent options have not or are unlikely to be successful, the City may contract with a licensed professional third party to safely remove those waterfowl that are determined to be a nuisance.

3. **Algae/Bacteria Management:** The presence of algae and certain bacteria found within a pond is natural and can be beneficial to the ecosystem of the Pond. However, excessive or certain algae growth or blooms which result in "Harmful Algae Blooms" can also be damaging to the ecosystem of the Pond. As such, the City will attempt to manage the algae and resulting bacteria found within the Pond as follows:

   a. *Fertilizers* - The use of fertilizers in the Pond's drainage areas will be limited in drainage areas surrounding the Pond to avoid stormwater runoff which may transport excess nutrients to the Pond.
      i. The City will carefully monitor the use of fertilizers on City owned property at or near the Pond to reduce the occurrence of drainage of fertilizer into the Pond, thereby potentially stimulating the unwanted growth of algae.

   b. *Underwater Bubblers* - Underwater bubblers have been installed in the Pond to create consistent aeration that work to both minimize algae growth, as well as physically break up algae growth.
      i. Subject to mechanical issues or regularly scheduled maintenance, the underwater bubblers will remain in operation, except in winter months.
         a. The City will repair or replace existing equipment in a timely manner when notified or after becoming aware of mechanical issues with the underwater bubbler.

   c. *Pond Outlet* – The Pond is constructed with an outlet on the south side.
      i. The City will inspect and repair, as necessary, the Pond outlet to ensure proper functionality.
         a. Proper functionality includes ensuring that during those times in which the Pond is at full capacity, that the water is not stagnant and that the Pond water can flow through the outlet, resulting in less excessive algae growth.

   d. *Dye and Algicides* – The City may also use a non-toxic pond dye and/or algicides to help manage weed and algae problems.
      i. Pond dyes can turn the water a bluish-green color and help control weeds by shading the bottom so plants can't get established.

e. *Microbial Pond Clarifier* - The City may use a microbial pond clarifier.
    i. These microbes are naturally occurring bacteria that break down organic matter and nutrients in the Pond and are a preventive technique for minimizing algae growth.

4. **Water Level Management:** The City shall strive to maintain the Pond at, or near, the maximum Pond elevation throughout the year. The following actions will be taken to keep the Pond elevation at this level:

    a. *200 South Well* - The primary source for water at the Pond is a well located at 200 South that feeds the Pond through a 4" water line.
        i. The City intends to utilize this well by pumping water into the Pond in a manner sufficient to keep the water level at or near capacity.
            a. Should mechanical issues occur with the well or associated pump at the well the City will make the necessary repairs or replace parts or the entire system as quickly as possible, subject to any applicable local or state purchasing policy requirements.

    b. *Direct Canal Connection* - As a secondary means of adding water to the Pond, the City will pursue, with due diligence, the authorization to connect to a canal located to the east of the 200 South well that is owned and operated by the Davis and Weber Counties Canal Company (D&WCC).
        i. If a future connection to the D&WCC canal is made, the City will use this access to water as a backup water source subject to the following limitations:
            a. The number of water shares owned by the City and available for use at the Pond is 8.5 shares (approximately 1.8 million gallons), which is not sufficient to fill the Pond and will not keep the Pond full for the season.

            b. Any water gained through a future connection to the D&WCC canal is intended to serve as a back up to the well and would only be used on a temporary basis when the well is out of operation for any reason.

    c. *Winter Water Reduction* - The City may, if deemed necessary and in the best interest of the submersed rooted aquatic plants, reduce the surface area of the Pond by one-third to one half from mid-November to the first of February to help control the submersed rooted aquatic plants by exposing them to drying and freezing.

    d. *Drought* - If a formal State of Emergency is declared by the state or by the City due to drought conditions, the City shall determine whether pumping water from the aquifer to the Pond is the best course of action, and under such severe circumstances may select to cease providing water to the Pond.
    e. *Environmental Limitations* - If determined by the City that providing water to the Pond in any manner, including drilling the well deeper, is no longer a viable use of the water, the City reserves the right to stop water delivery to the Pond and redevelop

the Pond as recreational open space, as necessary. [How is viability determined – does costs of water determine viability. When it unviable – 3x + inflation?]

5. **Landscape Management**: The City's goal is to maintain a clean and attractive appearance at the Pond and adjacent landscapes owned by the City by performing the following:

    a. *Mowing* - The City shall mow at least 4 times a year to prevent woody growth and control weeds while also maintaining the turf adjacent to the Pond at regular intervals so that the height does not exceed six (6) inches.
        i. Mowing more often may occur during periods of warm temperatures and high rainfall.

    b. *Debris and Litter* – The City shall remove excess debris and litter on Pond side slopes, the water's edge, and the Pond inlets and outlets on a regular basis (minimum every 3 months).
        i. The City is not responsible for privately owned shoreline.

    c. *Landscape/Lawn Chemicals* – The City shall exercise caution when using landscape or lawn chemicals in areas that drain to the Pond.
        i. To address excess weeds, the City will strive to utilize herbicides intended for use near aquatic areas.

    d. *Invasive Aquatic Plants* - Invasive aquatic plants should be removed if they appear.
        i. Phragmites and cattails tend to invade most local ponds and aggressively colonize shallow water areas. While cattails are beneficial for water quality, an overabundance of the plants can be unhealthy for a pond; thus, excessive quantities of cattail should be removed.

6. **Annual Inspections:** Inspections for erosion control and structural repairs and replacement of Pond related equipment is necessary to ensure the functionality and longevity of the Pond. As such, the City and Developer shall inspect the following on an annual basis:

    a. *Erosion* - Pond side slopes for erosion.
        i. Although erosion is a natural occurrence at a pond, the City will take all reasonable steps necessary to address and manage the erosion at the Pond as it occurs.

    b. *Structural Elements* - all structural elements and piping for damage and take all reasonable steps necessary to fix and replace damaged or failing structural elements serving of the Pond.

7. **Interruption to Pond Enjoyment/Access:** Certain maintenance projects are subject to interfere with the general enjoyment of the Pond, as well as access to the Pond. While such projects are infrequent, they are necessary to ensure the Pond's longevity and health. To reduce the impact on those with property abutting the Pond, the City shall:

a. *Notice* – The City will communicate with all property owners adjacent to the Pond when any such interruption is anticipated to occur.

b. *Schedule of work* – The City will present to neighboring property owners, prior to the commencement of work, a schedule associated with any maintenance project that will interfere with the general enjoyment of the Pond. The City (or its contractor) will provide weekly schedule updates outlining the maintenance project's progress.

8. **Community Fishery:** The City and the Utah Division of Wildlife Resources (DWR) entered a Memorandum of Understanding in 2004 (04-MOU), wherein each entity agreed to cooperate in acquisition of sportfish for the annual stocking of the Pond as a Community Fishery, for the purpose of fishing, recreation, and aquatic education.

   a. *No Conflict with 04-MOU* - Nothing in this agreement shall be interpreted or applied to modify or conflict with the terms of the 04-MOU.

   b. *Continued Community Fishery* The City intends to continue cooperating with DWR to the best interest of the anglers and citizens of the State of Utah to provide a community fishery.

Exhibit 12

Memorandum of Agreement between Property Owner and City

CLEARFIELD CITY DEVELOPMENT AGREEMENT
FOR
MIXED-USE DEVELOPMENT AT
325 – 375 STATE STREET, CLEARFIELD, UT

MEMORANDUM OF AGREEMENT
(Berns Family Trust and City)

This MEMORANDUM OF AGREEMENT (this "**Memorandum**") is made and entered into this _____ day of _____, 20__, by and between CLEARFIELD CITY, a Utah municipal corporation (the "**City**") and BERTRAM M. BERNS and BARBARA C. BERNS, Trustees of the BERNS FAMILY TRUST DATED APRIL 23, 1998, as to an undivided eighty-seven and 22/100 percent (87.22%) interest, and BERTRAM M. BERNS, Trustee under that certain DECLARATION OF TRUST DATED FEBRUARY 9, 1969, as to an undivided twelve and 78/100 percent (12.78%) interest, as tenants in common, and its successors and assigns (collectively "**BFT**"). The City and BFT are referred to herein individually as a "party," and collectively as "parties".

RECITALS

A. BFT is the owner of certain real property located in Clearfield City, State of Utah, more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "**South Parcel**").

B. BFT is also the owner of certain real property located immediately adjacent to and north of the South Parcel (the "**North Parcel**"), which an affiliate of BFT is developing as a commercial, residential and mixed-use development (the "**Development**").

C. As a condition of approval for the Development, the City has required and BFT has agreed to grant a public open space easement ("**North Parcel Easement**") and construct certain improvements, including a walkway and landscaped recreation area (collectively the "**North Recreation Improvements**"), adjacent to and along a pond maintained by the City commonly known as Mabey Pond (the "**Pond**").

D. In the event of any future development of the South Parcel, the City and BFT anticipate expanding and extending the North Recreation Improvements across certain portions of the South Parcel located adjacent to and along the Pond (the "**South Recreation Area**").

AGREEMENT

NOW, THEREFORE, based on the mutual promises and conditions contained herein, it is agreed by and between the Parties as follows:

1. **South Parcel Development Restriction**. The Parties agree that, as a condition for any future development of the South Parcel and pursuant to plans and specifications to be agreed upon by the Parties during the approval process for development of the South Parcel, the City may require BFT to construct and install certain recreation improvements,

including extending the walkway and green space areas and installing a day-use beach area (collectively the "**Recreation Improvements**"), across the South Recreation Area; however, in no event shall the South Recreation Area and the Recreation Improvements encompass less than ten percent (10%) (approximately 26,500 square feet) of the non-submerged lands in the South Parcel as conceptually depicted on **Exhibit B** attached hereto. Upon completion of the Recreation Improvements, BFT shall grant a public open space easement (the "**South Parcel Easement**") to the City containing substantially the same terms as the North Parcel Easement.

2. **Successors and Assigns.** This Memorandum shall be binding on the parties' successors and assigns.

3. **Recording**. A Notice of this Memorandum and the obligations contained herein shall be recorded against the South Parcel concurrently herewith.

4. **Authority**. The individuals executing this Memorandum represent and warrant that they have the power and authority to do so and to bind the entities for which they are executing this Memorandum.

5. **Counterparts**. The parties may sign this Memorandum in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a copy of an original signature to this Memorandum for all purposes as an original signature. The parties shall consider a copy of the signed Memorandum for all purposes as an original of the Memorandum to the maximum extent permitted by law, and no party to this Memorandum shall have any obligation to retain a version of this Memorandum that contains original signatures in order to enforce this Memorandum, or for any other purpose.

[signatures follow]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on the date first herein above written.

CITY:

CLEARFIELD CITY, a Utah municipal corporation

By: _____
Name: _____
Its: _____

BFT:

BERTRAM M. BERNS, and BARBARA C. BERNS, Trustees of the BERNS FAMILY TRUST DATED APRIL 23, 1998

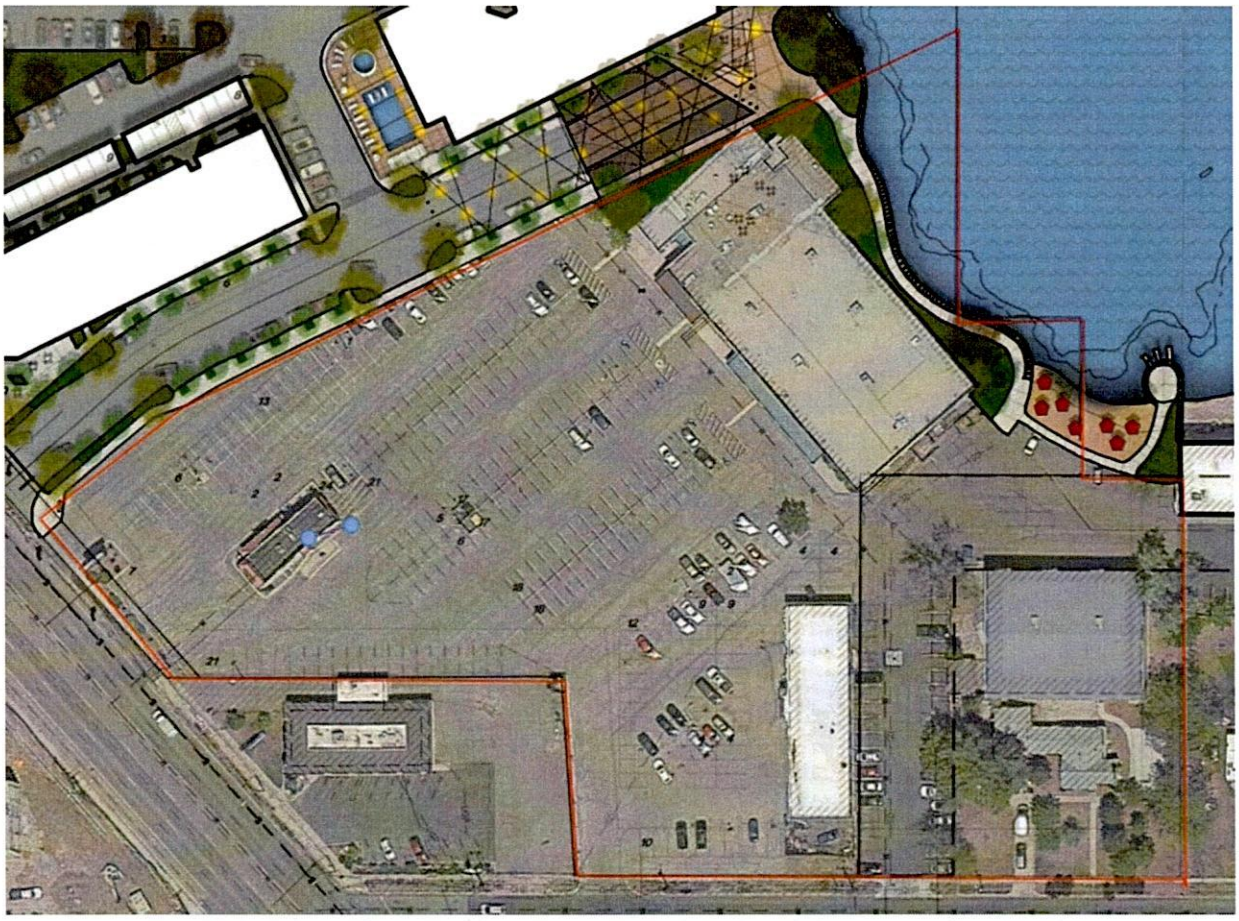
By: _____
Bertram M. Berns, Co-Trustee

By: _____
Barbara C. Berns, Co-Trustee

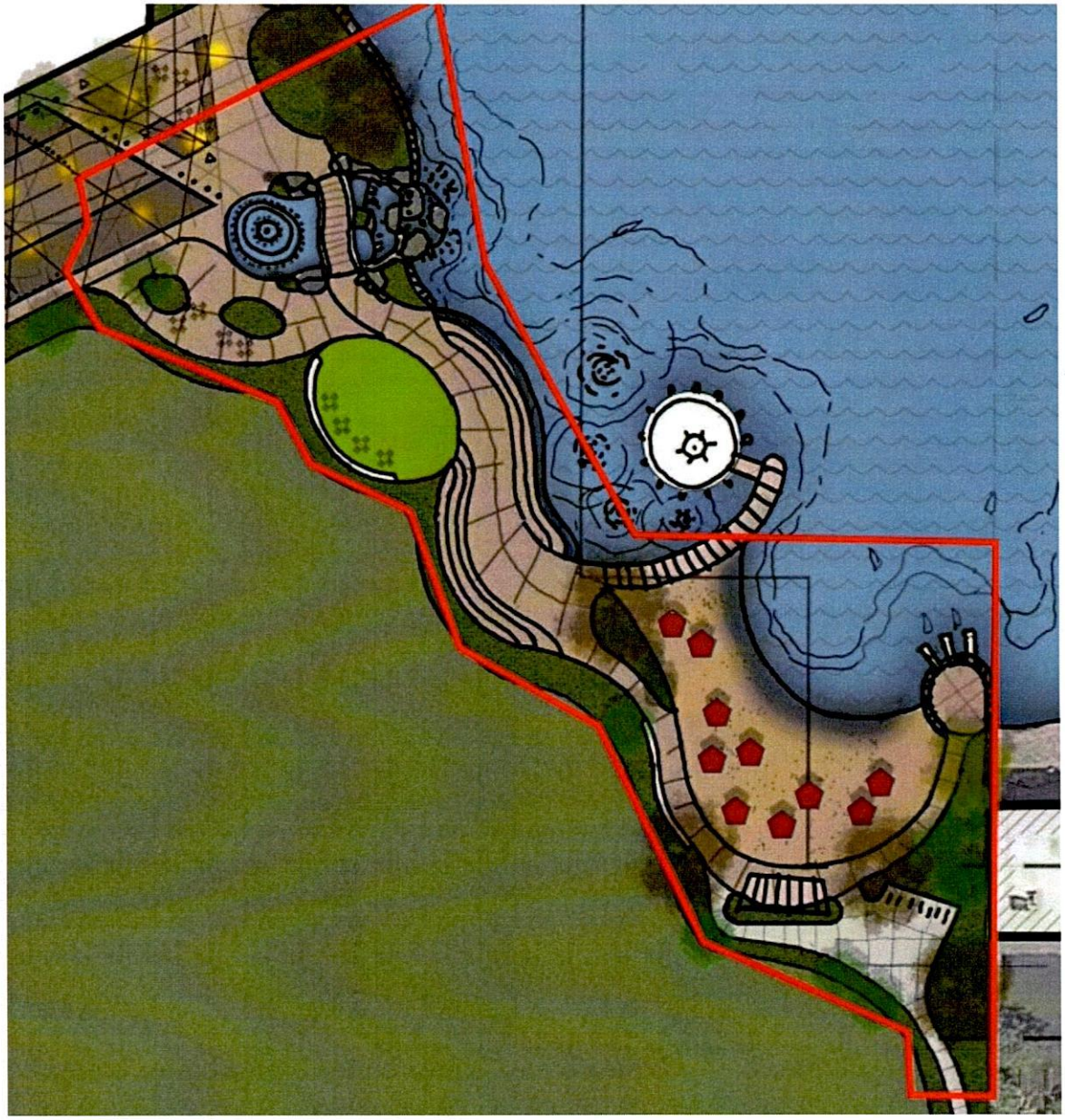
BERTRAM M. BERNS, Trustee under that certain DECLARATION OF TRUST DATED FEBRUARY 9, 1969

By: _____
Bertram M. Berns, Trustee

Depiction of Exhibit "A" Description to
MEMORANDUM OF AGREEMENT
[BFT and City]



Depiction of Exhibit "B"
SOUTH PARCEL RECREATION EASEMENT AREA
[BFT and City]



4888-9986-7198

Exhibit 13

Notice of Memorandum of Agreement between Property Owner and City

CLEARFIELD CITY DEVELOPMENT AGREEMENT
FOR
MIXED-USE DEVELOPMENT AT
325 – 375 STATE STREET, CLEARFIELD, UT

When Recorded, Mail To:

_____
_____
_____

Affecting Tax Parcel ID No: _____

(Space above for Recorder's use only)

NOTICE OF MEMORANDUM OF AGREEMENT

Notice is hereby given of a Memorandum of Agreement affecting the following real property, more particularly described as follows:

See Exhibit A attached hereto and incorporated by reference herein

The Memorandum of Agreement dated _____, 20__, between the Clearfield City and Bertram M. Berns and Barbara C. Berns, Trustees of the Berns Family Trust dated April 23, 1998, as to an undivided eighty-seven and 22/100 percent (87.22%) interest, and Bertram M. Berns, Trustee under that certain Declaration of Trust dated February 9, 1969, as to an undivided twelve and 78/100 percent (12.78%) interest, as tenants in common, and its successors and assigns, is filed with the Clearfield City Recorder's Office, located at 55 South State Street, Clearfield, Utah 84015. It addresses obligations to construct certain improvements and grant a public open space easement as a condition of any future development approval.

Executed this _____ day of _____, 20__.

CLEARFIELD CITY

By: _____
Tim Roper, Mayor Pro-Tempore

STATE OF UTAH)
:ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Tim Roper, Mayor Pro-Tempore of Clearfield City, a municipality and political subdivision of the State of Utah, on behalf of City.

_____
Notary Public

My Commission Expires:

Exhibit "A" Depiction of Property Affected By
MEMORANDUM OF AGREEMENT
[BFT and City]



Clearfield City
we've got it made

STAFF REPORT

TO:	Mayor Shepherd and City Council Members
FROM:	Adam Favero, Public Works Director; Kenny England, Utilities Superintendent; Rich Knapp, Finance Manager
MEETING DATE:	December 6, 2022
SUBJECT:	**Water 101, Water Conservation, and Drought Rate Discussion**

RECOMMENDED ACTION

No action required.

DESCRIPTION / BACKGROUND

Staff was asked to share information about the city's culinary water system. The city's culinary water system is a key aspect to sustain life. The Public Works Department works very hard to keep the city's culinary water assets in optimal operating condition. The events happening in Jackson, Mississippi with their water systems is devastating and it is just another reminder that we need to make sure we are planning for the sustainability of our water systems.

Staff will be informing and explaining the ways in which we receive our water from Weber Basin Water District and underground city owned wells. Staff will present information to explain the everyday operation of the water system. The topics being discussed will include the following:

- List of city owned assets and how we are managing and maintaining those assets.
- The difference between surface water and water from aquifer.
- Annual water sampling requirements from the State of Utah.
- New lead and copper updates.
- Daily water use in both summer and winter.
- Discussion on peak day demand and what it means for us as a city.
- Update on the city's water conservation efforts.

Drought Rates

Emergency water use rates are still in effect and will be until further discussion next spring. Revenues are up 7% since the emergency rates were enacted, however, in line with the rate study, base fees increased 7.5%. Even with the emergency rates, revenues are still a little behind the rate study predictions. The emergency rates were tied to the level of drought severity Weber Basin established.

Next spring, we will need to evaluate the drought conditions and update key assumptions in the study to see if enough revenues will be generated to cover operating costs and capital costs.

Change from Prior Year

	Consumption	Revenues
May	-42%	-4%
Jun	-42%	-9%
Jul	-27%	-2%
Aug	0%	19%
Sept	6%	22%
Oct	17%	24%
Net	-18%	7%

As a reminder, base rates will adjust effective Jan 1. In addition, the normal consumption rates will increase to establish a new baseline. When the emergency use rates are lifted, the normal rates will not go back to 2022 levels, but to the new 2023 levels identified in the original rate study.

Single-Family Residential	Current	2022	Change
Water Base Fee – 6%	$15.86	$16.81	$0.95
Water Usage 10 kgal – 0%	$9.60	$9.60	$0.00
Sewer - 2%	$13.39	$13.66	$0.27
Storm Water - 11%	$7.27	$8.07	$0.80
Total Monthly Bill	**$46.12**	**$48.14**	**$2.02**
Total Yearly Bill	**$553**	**$577**	**$24.24**

CORRESPONDING POLICY PRIORITY (IES)

Providing Quality Municipal Services

- It is imperative that as a city we are planning for our current and future needs. In order to provide the quality services that the community depends on every day, we need to make sure our facilities are designed and maintained to meet the city's needs.

FISCAL IMPACT

- N/A

SCHEDULE / TIME CONSTRAINTS

There are no time constraints on this agenda item it is for informational purposes and discussion only.

LIST OF ATTACHMENTS

- Power Point to be presented night of City Council meeting.