

12-930-0001 to 0005

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/13/2019 01:02 PM
FEE \$0.00 Pgs: 38
DEP RT REC'D FOR DAVIS COUNTY PLAN
NING

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CLEARFIELD JUNCTION, LLC
CLEARFIELD JUNCTION SUBDIVISION
101 NORTH MAIN STREET

DECLARANT
DAVIS COUNTY

SEPTEMBER 11, 2019

2018-610-A

THIS DECLARATION is made as of the date hereinafter set forth by Davis County, a political subdivision of the State of Utah (hereinafter referred to as the "Declarant").

RECITALS

A. Declarant is the fee owner of that certain real property situated in Davis County, Utah, described on Exhibit A, attached hereto and hereby incorporated by reference (the "Parcel").

B. Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners or Occupants of the Clearfield Junction Subdivision, certain covenants, conditions, restrictions, easements, rights, privileges, assessments, and liens as set forth herein (hereinafter collectively referred to as the "Restrictions"), which shall run with and be a burden upon the Property in perpetuity; and

C. Declarant intends that the Owners, Occupants, Lenders, and all other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interest subject to, this Declaration, which is recorded in furtherance of establishing a general plan of ownership for the Property; and for establishing rules for the use, occupancy, management, and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Davis County Clearfield North Branch and the quality of life therein.

DECLARATION

NOW, THEREFORE, Declarant, as owner of the Parcel and for the purposes above set forth, declares as follows:

ARTICLE I

DEFINITIONS

As used herein, unless the context otherwise requires:

Section 1.1. "Architectural and Design Guidelines." The Declarant and the Developer will prepare Design Guidelines for the Project. The approved Guidelines shall apply to all construction activities within the Project.

Section 1.2. "County" shall mean the Davis County Library, a public body, exercising its functions and powers and organized and existing under Utah Code and includes any successor public County Employee designated by or pursuant to law with its principal office located at Davis County Administration Building, 61 South Main, Farmington, Utah 84025.

Section 1.3. "Declarant" shall mean Davis County, a County corporation of the State of Utah, and the successors and assigns of Declarant's rights hereunder.

Section 1.4. "Developer" shall mean Clearfield Junction, LLC, a Limited Liability Company in the State of Utah, and the successors and assigns of Developer's rights hereunder.

Section 1.5. "Occupant" shall mean a Person or Persons, other than an Owner, in possession of, or using a Lot, including, without limitation, family members, tenants, guests, or invitees.

Section 1.6. "Owner" shall mean the Person or Persons who are vested with record title of a Lot adjacent to the County Parcel, and whose interest in the Lot is held in fee simple, according to the records of the County Recorder of Davis County, Utah; provided, however, Owner shall not include a Person who holds an interest in a Lot merely as security for the performance of an obligation.

Section 1.7. "Parcel" shall mean the real property legally described on Exhibit A, and all buildings, improvements and permanent fixtures located thereon, and all easements and rights appurtenant thereto.

Section 1.8. "Person" shall mean a natural individual, corporation, estate, partnership, Limited Liability Company, trustee, association, joint venture, government, governmental subdivision or agency or other legal entity capable of holding title to real property.

Section 1.9. "Plat" means the record of survey map of the Parcel submitted with respect to this development known as the Clearfield Junction Subdivision located within the Clearfield Community Development and Renewal Agency's Project Area and showing thereon, each of which is identified by a Lot Number. A copy of the Plat is included as Exhibit B, attached hereto and hereby incorporated by reference. The original Plat is recorded in the records of the County Recorder of Davis County, Utah. "Plat" shall also refer to any additional plat which may be recorded with any Supplemental Declaration.

Section 1.10. "Project" shall mean the Clearfield Junction Subdivision and shall be subject to all provision of the Declarations, Covenants and Restrictions as described herein.

Section 1.11. "Property" shall mean the Parcels, together with all the buildings, improvements and permanent fixtures located thereon, and all easements and rights appurtenant thereto as indicated and part of the Clearfield Junction Subdivision on Exhibit C.

Section 1.12. "Restrictions" shall mean the covenants, conditions, assessments, easements, liens and restrictions set forth in this Declaration.

Section 1.13. "Supplemental Declaration" shall mean a written instrument recorded in the records of the County Recorder of Davis County, Utah, which refers to this Declaration and which amends, modifies, or supplements this Declaration in accordance with its terms.

Section 1.14. "Clearfield Junction Cross Access Agreement" shall mean a written instrument recorded in the records of the County Recorder of Davis County, Utah, which refers to the shared property easements and maintenance thereof which require a shared cost for snow removal and maintenance and repairs to shared parking, storm water infrastructure, shared fire hydrants and shared asphalt surfaces used as indicated and part of the Clearfield Junction Subdivision on Exhibit D.

The land is SUBJECT TO the described easements and rights of way. Easements and rights-of-way in favor of the County include any dedicated roadways and public utility easements and are depicted on the Plat Map.

II.

COVENANTS, CONDITIONS, AND RESTRICTIONS

The foregoing submission is made upon, under and subject to the following covenants, conditions, and restrictions:

1. **Description of Improvements.** It is intended that the County will develop and construct the Davis County Clearfield North Branch consisting of all of the lot as indicated on Exhibit A with all of the intended and necessary improvements to be made thereon.
2. **Description and Legal Status of the Property.** The Plat Map shows the Lot Number. The Lot shall be capable of being independently owned, encumbered and conveyed subject to the rights of Declarant, and all easements of record.
3. **Conveyancing.** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Lot shall describe the interest or estate involved substantially as follows:

All of Lot No. contained within the Clearfield Junction Subdivision Project, as the same is identified in the Plat Map recorded in Davis County, Utah as Entry No. in Book at Page of the official records of the County Recorder of Davis County, Utah (as said Plat Map may have heretofore been amended or supplemented) and in the Declaration of Covenants, Conditions and Restrictions for recorded in Davis County, Utah as Entry No. in Book at Page of the official records of the County

Recorder of Davis County, Utah (as said Declaration may have heretofore been supplemented).

Regardless of whether or not the description employed in any such instrument is in the above-specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

4. **Architectural and Design Guidelines.** The Declarant and Developer shall prepare Design Guidelines for the Project, which will be approved by the City (Exhibit E). The Declarant shall assume no responsibility for enforcement of the Design Guidelines, but reserves the right to and may enforce any Design Guideline at any time and in its sole discretion. The approved Design Guidelines shall apply to all construction activities within the Project. A Design Committee shall be set up in a manner mutually agreed to by the Declarant and Owner said committee shall approve or approve with conditions all improvements on the property. The Declarant and Developer shall have full authority to change, amend, and supplement the Design Guidelines as long as it owns any of the Property. Future owner(s) of adjoining properties located within the Clearfield Junction Subdivision will also adhere to the Design Guidelines but shall have no authority to change, amend, or supplement the Design Guidelines without prior consent by the Declarant. The following minimum standards shall apply:

(a) The development is subject to the control of the Clearfield City Zoning Ordinances and all its requirements and restrictions. In the event of conflict between these guidelines and the zoning ordinance, the most restrictive requirement shall apply.

(b) The compatibility of the businesses in the Project is essential to the long-term viability of the Project. Businesses need to be informed of and acknowledge that parking is shared in its arrangement throughout the properties with the Declarant and that parking may be limited during public events that take place within the Davis County North Library. In no means will patrons be fined or towed due to parking or limited parking thereon within those areas of shared parking as indicated in Exhibit F, Clearfield Junction Shared Parking Plan, "Shared Parking Plan". Towing of abandoned cars or cars left unmoved for more than 24 hours will be allowed with mutual consent

(c) Building design must be compatible and complimentary throughout the Project and consistent with approved City form based codes standards.

(d) Building plans including an artist's rendering, or engineering drawing sufficient to show the building design and appearance must be submitted to, and approved by, the Declarant and the Clearfield Community Development and Renewal Agency prior to construction to ensure compatibility and consistency in design and development. It is agreed to by all parties that the Developer has already started construction on the project and that the Building plans and permits issued and approved by the city are approved by the Declarant and all property owners. However, building color and accent color are still subject to Design Guidelines and shall be approved by the Design Committee prior to being constructed. In the event that Developer or Owner wishes to change the city approved Building Plans, such changes must be submitted to the Design Committee for approval by the Developer and Declarant.

(e) The design of all buildings, primary and accessory, must be approved by the Declarant and the Clearfield Community Development and Renewal Agency. Enclosures and accessory buildings shall be designed and constructed in a manner compatible with that of the overall development scheme of the Project.

(f) Main access, roadways and egress entry to adjacent properties shall include rights of ways and utility easements for all properties of the Project.

(g) Common areas including parking lots, roadways, common storm water infrastructure shall be maintained, cleaned and repaired in accordance to Section II Covenants, Conditions and Restrictions, Paragraph "6" Easement Maintenance of this agreement. Declarant will be responsible for maintaining and repairing those surfaces and landscapes specifically located on or within Declarant's parcel. Unused areas of the Project may not be left exposed and allowed to grow weeds. These areas must either be landscaped, covered by asphalt or have other suitable cover material. Xeriscape or other non-traditional landscaping or cover material must be approved by the Declarant and the City. In an effort to achieve economies of scale, participation amongst the Developer, Owners, and the Declarant to accomplish large scale improvements may take place on a pro-rata basis. i.e. parking lot resurfacing as indicated in the aforementioned Declaration. Each property owner will be responsible for lot lighting on their property. Each Property owner will be responsible for water on their property. Shared Fire Protection lines, sewer, and storm system maintenance will be the responsibility of all property owners per the Easement and Maintenance Agreement.

Snow removal will take place in accordance to the aforementioned Declaration and will be performed in a timely manner as such that would maintain safe walkable and drivable surfaces for the Public during applicable operating hours.

(h) Business operations may not result in excessive odor, dust, noise, light, emission or other offensive or unhealthful activity.

(i) Buildings and lots must be well maintained and kept in a clean, well-managed state. Debris or other discarded material may not accumulate longer than 14 days.

(k) Lighting of Parking Lots shall be consistent throughout the project to provide adequate LED lighting and promote safety and security.

(l) Storm water drainage and retentions shall drain away from Library facilities and services.

(m) Interior roadways shall remain open to cross parcel access to promote and allow for shared parking.

(n) Storage of all stock in trade, goods, raw materials, construction materials or

similar materials must be contained within the properties, buildings or within an enclosure located within the Development. During development, staging may take place in multiple areas.

(o) Shared parking areas shall be designated and considered parking in common which are not policed, fined or towed.

(p) Landscaped areas may be shared if adjacent to County parcel to encourage outdoor children's story time and to promote outdoor events for the public and patrons.

(q) Declarant will incorporate Public Art to be defined at a later time, which may include possible landscaping features.

(r) Default. If the Developer or Owner fails to maintain the parking, landscaping, or utilities within six (6) days of receiving written notice and fails to cure the default within thirty (30) days after written notice, those parties in common may take action in accordance with the rights described in the Covenants, Conditions, and Restrictions. If the parties in common fail to participate in a timely manner, Declarant, Developer or Owner may proceed to complete the repairs to the system(s) after providing proper notice and the cost thereof shall be the debt of the Developer or Owner(s) at the time the expense is incurred and shall be collectible as such. Each party acknowledges and agrees to take reasonable efforts to avoid default. If the Developer or Owner(s) fails to pay such debt, that amount constitutes a lien on the Owner's interest in the property, and upon recording of a notice of lien it is a lien upon such interest prior to all other liens and encumbrances, recorded or unrecorded, except: (a) tax and special assessment liens on the property in favor of any assessing unit or special improvement district; and (b) encumbrances on the interest of the Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

5. Ownership and Use Restrictions. Each Owner, of whatever kind, shall be entitled to the exclusive ownership and possession of his Lot, excluding those common use declarations aforementioned, subject to the following use restrictions:

(a) Nuisances. Nuisances are prohibited, including the creation or maintenance of a condition which bothers, annoys, disturbs or embarrasses other residents, or interferes with their right to the peaceful and quiet enjoyment of the premises.

(b) Laws. Nothing shall be done or kept in, on or about any Lot, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

6. Easement Maintenance. The owner or owners of each parcel, from and after commencement of any construction of any building or other improvement on such parcel, shall share equally in the cost of maintaining and/or improving the private easement. The division of the cost shall be based upon the total number of parcels of improved property with each parcel being

one unit or share, subject to the terms, conditions and definitions set forth herein.

(a) Prior to any costs being incurred for normal maintenance of said easement, a simple majority of owners of the improved parcels shall agree in writing to such normal maintenance being performed and the cost of such maintenance. "Normal maintenance" includes, but is not limited to snow removal, grading, re-graveling, and repair as necessary, the cost of which shall not exceed ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS per occurrence. "Simple majority" shall be determined by the total number of parcels of improved property, each such parcel having One (1) vote. Multiple improved parcels with single ownership shall have one (1) vote for each parcel, provided, however, that each such vote shall constitute a separate share or unit for purposes of the cost of maintenance. "Improved parcel" or "improved property" shall include any parcel on which construction of any building, house or other improvement has commenced.

(b) Prior to incurring any costs for major capital improvements for said easement, all of the parcel owners, improved or unimproved, shall agree to such capital improvement and the associated cost thereof "Major capital improvement" shall include, but not be limited to, grading, regrading, graveling, re-graveling paving repaving and repair the cost of which is in excess of ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS per occurrence. Each parcel owner shall be liable for one (1) equal share of the total cost of such improvement, such share being based on the total number of parcel owners having rights in said easement, each such parcel being one unit or share. "Major capital improvement" does not include the cost of the initial installation of any road or utilities.

(c) Any costs incurred for normal maintenance or major capital improvements of said easement as described herein shall be a burden upon the land and subject to a lien therefore against any parcel for which such costs have to be paid by the owner or owners of any such parcel. Any such lien shall attach upon the filing and recording of an affidavit by the owners of any two or more of the remaining parcels which are subject to and liable for such cost. The affidavit shall set forth the description of the parcel or property against which the lien is claimed, whether the expenditure is for normal maintenance or for major capital improvement, the total amount of the expenditure, the portion attributable to such parcel or property, and the date or dates of such expenditures. A copy of the affidavit shall be sent to the owner or owners of each parcel against which the lien is claimed by regular mail, with postage prepaid, to the last known address of such owner or owners.

(d) The owner or owners of each parcel are separately and individually responsible for the repair, the costs of any damage caused to the easement as a result of extraordinary use which shall include, but is not limited to, movement of construction equipment, moving vans, commercial trucks, or other heavy loads, movement of recreational vehicles or increased usage not ordinarily consistent with normal traffic. The owner or owners of such parcel or parcels, whether improved or unimproved shall not be responsible for such repair or costs until such time as said easement is used by them or construction is commenced on such parcel. In the event that any owner or owners or their agents, employees, contractors, or invitees cause damage as described herein fail to make the necessary repairs, the remaining parcel owners may perform the necessary repairs

after providing 10 days' written notice to such owner or owners, and any costs so expended shall be a burden upon the land of such owner or owners enforceable by a lien as set forth herein.

(e) The owners of any and all of the property using the road may not prohibit, restrict, limit or interfere in any manner with normal ingress and egress and use by any of the adjacent parcel owners. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesman, delivery persons, and others bound to or returning from any of the properties and having a need to access adjacent parcels through the use of the interior road system..

(f) The owner or owners of each parcel are equally responsible and shall share in the costs incurred from maintaining, repairing and improving the private easement area described in the easement description for ingress, egress and private and public utilities.

(g) Any of the owners may call a meeting at the property site once per year to vote and agree on the required minor or major maintenance needed for the year. An escrow bank account shall be set up to pay for said maintenance or repairs. The costs of maintenance and repairs shall be billed to each owner and each owner agrees to submit payment within 30 days of receiving said bill. Major repairs and maintenance expenses shall be paid prior to the commencement of the work completed. Minor maintenance and repairs shall be billed after the work is done. In the event a bill is not paid within 30 days, a lien will be placed on the property of the owner with the unpaid bill. It is agreed that all disputes will be handled by binding arbitration by the American Arbitration Board and the parties hereto shall be bound by any and all rules, awards, or decisions rendered by the Arbitration Board..

(h) The parties further acknowledge that the aforesaid covenants are deed restrictions that shall be applied to the aforesaid described parcels and are being granted in part, to avoid future problems on said parcels that will arise if additional structures were to be constructed on portions thereof.

(i) It is further agreed by the parties hereto and all future owners of any parcel of land that uses private parking lot shall also contribute to the maintenance costs of said parcel and contribute to the maintenance costs thereof as outlined in paragraphs (a) and (b) as shown above.

7. Liability of Owners for Damages and Waste. Each Owner shall be liable to the Declarant, or other Owners for damages to person or property and waste in the Project caused by their negligence.

8. Amendment. This Declaration may be amended as follows:

(a) Right to Amend Under Certain Conditions. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended with mutual written consent of the Declarant and Developer any time and from time to time by Declarant and Developer if such Amendment is (1) necessary to correct

typographical errors or inadvertent omissions; (2) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (3) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Developer or Owner of said Lot shall consent thereto in writing, which consent shall not be unreasonably withheld. Said amendment shall be effective when executed by the Declarant and when recorded in the office of the Davis County Recorder.

(b) **Declarant's and Developer's Rights.** No provision of this Declaration reserving or granting to Declarant or Developer any unexpired developmental rights may be amended, including by way of illustration, but not limitation, a modification to the development which would terminate, decrease, or increase the development or any developmental right, without the prior express written consent of Declarant and Developer, which consent shall not be unreasonably withheld, conditioned or delayed for any reason or for no reason at Declarant's or Developer's sole and exclusive discretion.

9. **Declarant's Rights Assignable.** All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment.

10. **Interpretation.** To the extent Utah law is inconsistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

11. **Covenants to Run with Land.** This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the County, all other signatories hereto, all parties who hereafter acquire any interest in a Lot or in the Project, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

12. **Enforcement and Right to Recover Attorney's Fees.** Should the Declarant be required to take action to enforce the Declaration, Design Guidelines or any administrative rules

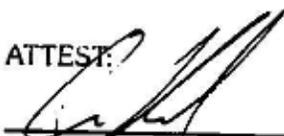
and regulations adopted from time to time, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit, arbitration, or otherwise, they may recover all Additional Charges, including a reasonable attorneys fee, which may arise or accrue.

13. Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat Map shall take effect upon its being filed for record in the office of the County Recorder of Davis County, Utah.

EXECUTED as of the 17 day of September, 2019.



COUNTY:
DAVIS COUNTY

ATTEST:

Curtis Koch
Davis County Clerk/Auditor

By 
Chairperson
Davis County Board of County Commissioners

Approved as to form:

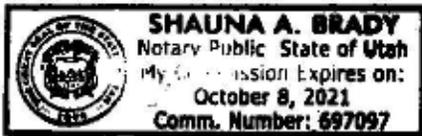

DAVIS County Attorney's Office

Developer:

a CJ LLC
By 
Its 

STATE OF UTAH)
) ss
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 17th day of September, 2019 by Randy B. Elliott and Curtis Koch who duly represented to me that they are the Chair of the Board of County Commissioners of Davis County and the Davis County Clerk/Auditor, respectively, and that they each signed the above and foregoing instrument in their official capacity and on behalf of Davis County.

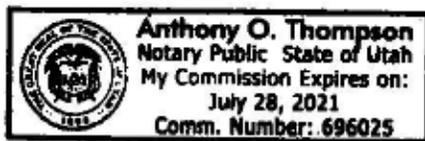


NOTARY PUBLIC

Shauna A. Brady

STATE OF UTAH)
) ss
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 25th day of OCTOBER, 2019 by Donovan Gilliland who duly represented to me that he is a Manager of Clearfield Junction, LLC and that he signed the above and foregoing instrument in this official capacity.



NOTARY PUBLIC

Anthony O. Thompson

EXHIBIT A

PARCEL

ALL OF LOT 3, CLEARFIELD JUNCTION SUBDIVISION. CONT. 1.50000 ACRES.

PARCEL #12-930-0003



EXHIBIT B

PLAT

Clearfield Junction Subdivision

PART OF THE NE 1/4 OF SECTION 2, AND THE NW 1/4 OF SECTION 1, T.44N, R.2W., S.L.B.M., U.S. SURVEY
CITY OF CLEARFIELD, DAVIS COUNTY, UTAH
AUGUST, 2018

NOTICE: THESE COPIES OF RECORDS
ARE SUBJECT TO THE PROVISIONS OF THE
UTAH RECORDS ACT (UTAH CODE
SECTION 17-2-101)

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ARE SUBJECT TO THE PROVISIONS OF THE
UTAH RECORDS ACT (UTAH CODE
SECTION 17-2-101)

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ARE SUBJECT TO THE PROVISIONS OF THE
UTAH RECORDS ACT (UTAH CODE
SECTION 17-2-101)

Note
ALL PUBLIC UTILITY EASEMENTS ARE THE PROPERTY OF THE RESPECTIVE
UTILITY AND ARE TO BE CONSIDERED AS PART OF THE SUBDIVISION.

Spiral Curve Data

SEE PLAN FOR
CURVE DATA
AND BEARINGS
AND DISTANCES
FOR ALL CURVES
AND SPIRALS
ON THIS PLAN

Line Table

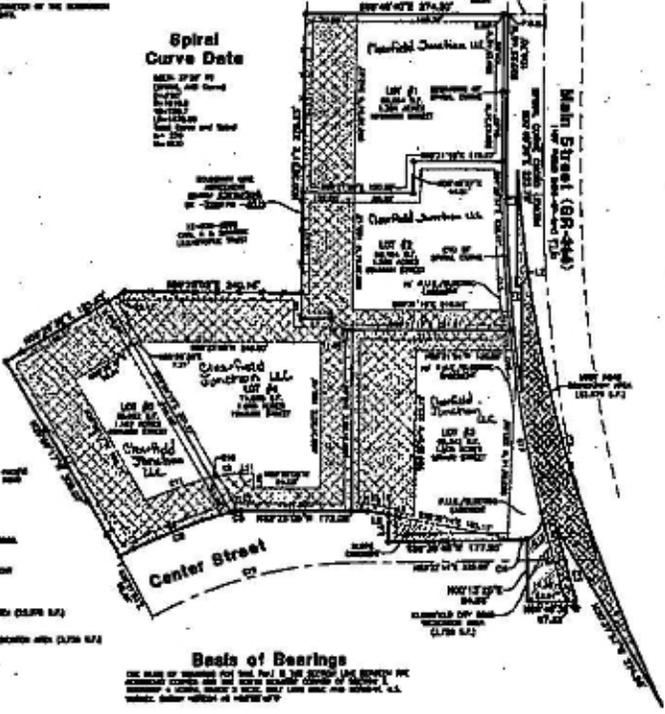
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Legend

- ROAD EASEMENT
- NEW ROAD TO BE BUILT
- EXISTING ROAD TO REMAIN
- CONCRETE DRIVE
- AS PAVED DRIVE EASEMENT
- AS PAVED DRIVE
- UNPAVED DRIVE
- UNPAVED DRIVE
- EXISTING ROAD TO REMAIN WITH CURB AND GUTTER
- UNPAVED DRIVE AND EASEMENT WITH CURB AND GUTTER
- EXISTING ROAD EASEMENT
- RAILROAD EASEMENT

Beats of Bearings

SEE PLAN FOR BEARINGS FOR ALL LINES ON THIS PLAN. THE BEARINGS ARE
GIVEN IN DEGREES FROM THE BEARING OF THE FIRST LINE OF EACH
BEAT. A CURVE BEAT IS BEAT BY THE BEARING OF THE FIRST LINE OF
THE CURVE. BEAT BEARINGS ARE NOT GIVEN FOR THE FIRST LINE OF
THE FIRST BEAT OF EACH SECTION.



PREFIX
12-930
LAST
0005



SCALE:
1" = 100'

DEVELOPMENT: CLEARFIELD JUNCTION SUBDIVISION
CITY: CLEARFIELD LOTS 1 THRU 5

RECORDED IN THE PUBLIC RECORDS OF DAVIS COUNTY, UTAH

FILE # 2018
R-11-22-12

12 930



EXHIBIT C

PROPERTY

1. TAX PARCEL NUMBER: 12-930-0001
2. TAX PARCEL NUMBER: 12-930-0002
3. TAX PARCEL NUMBER: 12-930-0003
4. TAX PARCEL NUMBER: 12-930-0004
5. TAX PARCEL NUMBER: 12-930-0005

All of Lots 1, 2, 3, 4 and 5 of Clearfield Junction Subdivision, Clearfield City, Davis County, Utah, according to the official plat thereof.

EXHIBIT D

CLEARFIELD JUNCTION CROSS ACCESS AGREEMENT

~~3202949~~
~~BK 7387 PG 2406~~

Office of the Davis County Recorder



Davis
COUNTY

E 3202949 B 7387 P 2486-2503
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/12/2019 03:41 PM
FEE \$0.00 Pgs: 18
DEP RT REC'D FOR DAVIS COUNTY

RETURNED
NOV 12 2019

Recorder
Richard T. Maughan
Chief Deputy
Lalle H. Lomax

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A Agreement
(Document Type)

12-930-0001 thru 0005
Tax Serial Number(s)

ALL OF LOTS 1, 2, 3, 4 AND 5 OF CLEARFIELD JUNCTION SUBDIVISION.

**CLEARFIELD JUNCTION
CROSS ACCESS AGREEMENT**

THIS CROSS ACCESS AGREEMENT is made and entered as of the 17th day of September 2019, by and among Clearfield Community Development and Renewal Agency ("CDRA"), a limited purpose local government entity, Davis County, a political subdivision of the State of Utah, (the "County"), and Clearfield Junction, LLC a Utah limited liability company (the "Developer"). The CDRA, County, and Developer are sometimes referred to herein together as the "Parties."

RECITALS

- A. Developer is developing property for a mixed use development within Clearfield City known as Clearfield Junction, pursuant to a Development Agreement ("DA"). See Exhibit A.
- B. As part of the development of Clearfield Junction, and pursuant to the DA, the County will be constructing a future library on the southeast corner of the Clearfield Junction Development. See Exhibit A.
- C. Developer and the County desire that the access to and from within each respective parcel within the Clearfield Junction Project, including County Library parcel shall be owned, operated, controlled, and maintained in perpetuity, including the cross access easements reflected with Clearfield Junction Subdivision plat. See Exhibit A.
- D. Developer and the County acknowledge that a prior document, titled "Declaration of Easement and Easement Maintenance Agreement," was recorded on November 30, 2018, within the Davis County Recorder's office in error, which included language that included the CDRA as a party to said document. See Exhibit B.
- E. Developer and the County agree that the neither the CDRA, nor Clearfield City is responsible for the access management for any terms found within the prior recorded "Declaration of Easement and Easement Maintenance Agreement."

2018-010-A

3202949
BK 7387 PG 2488

F. In addition to those terms included within this agreement, Developer and the County intend for the agreement to supersede, in its entirety, the "Declaration of Easement and Easement Maintenance Agreement," a document recorded in error, with the Davis County Recorder's office on November 30, 2018. See Exhibit B.

G. The CDRA is a party to the previous agreement in error and is not responsible in part or in whole for the items described in "Declaration of Easement and Easement Maintenance Agreement," or those items included in this superseding agreement.

NOW, THEREFORE, in furtherance of the objectives of the Parties, and in consideration of the terms of this Agreement and the mutual covenants and promises of the Parties, and other good and valuable consideration, the Parties agree on the terms, covenants and conditions hereinafter set forth, to-wit:

AGREEMENT

I. INCORPORATION OF RECITALS

All of the above and foregoing Recitals are incorporated into this Agreement.

II. PROPERTY DESCRIPTION

The property location(s) to be accessed and provided access are owned, operated, controlled, and maintained by the Developer and the County within the Clearfield Junction Subdivision, Clearfield City, Davis County, Utah, and in accordance with the plat, are all of lots 1, 2, 3, 4, and 5, more fully identified below:

1. Tax Parcel Number: 12-930-0001
2. Tax Parcel Number: 12-930-0002
3. Tax Parcel Number: 12-930-0003
4. Tax Parcel Number: 12-930-0004
5. Tax Parcel Number: 12-930-0005

III. CROSS ACCESS EASEMENT MANAGEMENT

The parties hereby grant, transfer, establish and declare non-exclusive, perpetual easements for ingress and egress, improved or unimproved, and for the installation of private utilities, over and across and for the benefit of the parcels described in the attached Clearfield Junction Subdivision plat. See Exhibit A. The easements shall allow access to

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the public for the purpose of emergency and other public vehicular access, and for all necessary public utility services. Although these easements shall not be construed as public dedication, all easements shall include a grant of easement to Clearfield City or its assignees for purposes of constructing, installing, maintaining, repairing, expanding, or connection to mains, laterals, appurtenances or related systems for the providing of municipal sanitary sewer services or municipal water supply.

The County and Developer herein specifically reserve unto themselves, their respective heirs, executors, administrators, personal representatives, successors and assigns, the easements and the easement rights set forth herein for the benefit of the properties, more specifically described in the attached Clearfield Junction Subdivision plat, Exhibit A.

The easements described in the attached Clearfield Junction Subdivision plat shall run with the land and title and shall be appurtenant thereto.

IV. SUPERSEDING DOCUMENT

The Parties agree that pursuant to Utah Code § 57-3-101, *et. seq.*, and all other applicable provisions of law, that this Agreement shall replace in the entirety, the previously recorded document on November 30, 2018, titled "Declaration of Easement and Easement Maintenance Agreement."

V. SUCCESSOR AND ASSIGNEES

Both the County and Developer agree that this Agreement shall run with the land and that all terms herein be required of all those successors and assignees of the Library or Developer.

VI. CROSS ACCESS AGREEMENT TO BE RECORDED ON EACH PARCEL

Both the County and Developer agree that the County shall record this executed Agreement on each (all five) of the properties described in paragraph II, above.

VII. MAINTENANCE

The Parties agree that all maintenance obligations or terms included in the

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"Declaration of Easement and Easement Maintenance Agreement," which was filed in error on November 30, 2018, are moot. Further, the County and Developer acknowledge and agree that all maintenance obligations related to those easements described in the attached Clearfield Junction Subdivision plat, see Exhibit A, shall be addressed in the Covenants, Conditions and Restrictions for the Clearfield Junction Subdivision.

VIII. NO ROLE OF THE CDRA

Both the County and Developer agree that the CDRA shall have no responsibility, ownership, control, or obligation ingress or egress located on the above described properties.

IX. STATUTORILY LIMITED ROLE OF CLEARFIELD CITY

Both the County and Developer agree that although the properties listed above are within the jurisdictional boundaries of Clearfield City, the Clearfield City shall only maintain those related obligations or duties as required through applicable federal, state, or local regulations, as they apply to private utilities.

X. ENTIRE AGREEMENT

The Parties hereto hereby state and agree that this document contains the entire agreement and understanding between the Parties and constitutes their entire agreement and supersedes any and all oral representations or agreements, if any, made by either party prior to the date hereof and that this Agreement is binding upon the assigns and successors of the respective Parties.

XI. NOTICES

All Notices, including Notice of Default, shall be sent to the following addresses:

CDRA:

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

Davis County:

Davis County Library
Library Director

61 South Main, PO Box 618
Farmington, Utah 84025

Davis County Facilities Management
Facilities Director
28 East State Street, PO Box 618
Farmington, Utah 84025

Developer:

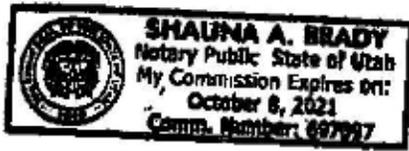
Clearfield Junction, LLC
Donovan Gilliland, Manager
2123 Bella Vista Drive
Farmington, Utah 84025



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BK 7387 PG 2499

STATE OF UTAH)
) ss
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 17th day of September, 2019 by Randy B. Elliott and Curtis Koch who duly represented to me that they are the Chair of the Board of County Commissioners of Davis County and the Davis County Clerk/Auditor, respectively, and that they each signed the above and foregoing instrument in their official capacity and on behalf of Davis County.

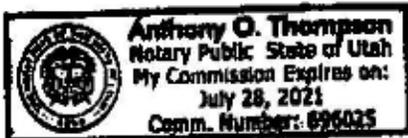


NOTARY PUBLIC

Shauna A. Brady

STATE OF UTAH)
) ss
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 25th day of OCTOBER, 2019 by Donovan Gilliland who duly represented to me that he is a Manager of Clearfield Junction, LLC and Owner of DG Construction and a Manager of Clearfield Junction, a Utah limited liability company respectively, and that he signed the above and foregoing instrument in these official capacity.



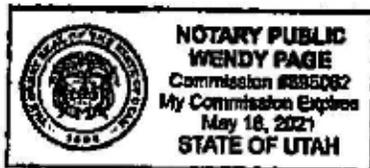
NOTARY PUBLIC

Anthony O. Thompson

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~~BK 7387 PG 2494~~

STATE OF UTAH)
) SS
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 31st day of October, 2019 by Kent Bush and Nancy R. Dean who duly represented to me that they are the Chair of the Board of Clearfield Community Development Renewal Agency (CDRA) and the Clearfield City Recorder, respectively, and that they each signed the above and foregoing instrument in their official capacity and on behalf of the CDRA.



NOTARY PUBLIC

Wendy Page

Clearfield Junction Subdivision

PART OF THE NE 1/4 OF SECTION 2, AND THE NW 1/4 OF SECTION 1, T.4N., R.2W., S.10.2N., U.S. SURVEY
CITY OF CLEARFIELD, DAVIS COUNTY, UTAH
AUGUST, 2010

Note
ALL DISTANCES SHOWN ARE TO THE CENTER OF THE ROAD UNLESS OTHERWISE NOTED.

Spiral Curve Data

Stationing
PC
PT
PI
PVI
TAN
L

Line Table

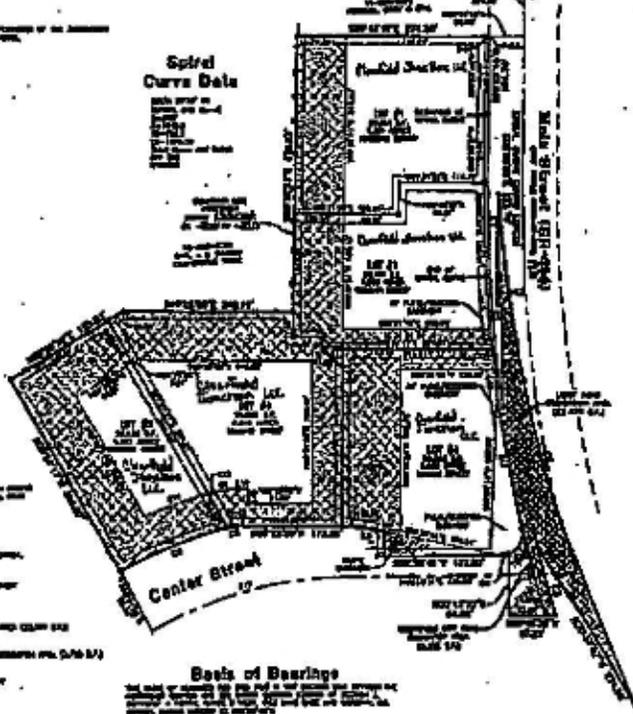
1	100.00	100.00	100.00
2	100.00	100.00	100.00
3	100.00	100.00	100.00
4	100.00	100.00	100.00
5	100.00	100.00	100.00
6	100.00	100.00	100.00
7	100.00	100.00	100.00
8	100.00	100.00	100.00
9	100.00	100.00	100.00
10	100.00	100.00	100.00
11	100.00	100.00	100.00
12	100.00	100.00	100.00
13	100.00	100.00	100.00
14	100.00	100.00	100.00
15	100.00	100.00	100.00
16	100.00	100.00	100.00
17	100.00	100.00	100.00
18	100.00	100.00	100.00
19	100.00	100.00	100.00
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25	100.00	100.00	100.00
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27	100.00	100.00	100.00
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41	100.00	100.00	100.00
42	100.00	100.00	100.00
43	100.00	100.00	100.00
44	100.00	100.00	100.00
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47	100.00	100.00	100.00
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49	100.00	100.00	100.00
50	100.00	100.00	100.00

Legend

- Proposed Subdivision
- Proposed Street
- Proposed Right-of-Way
- Proposed Easement
- Proposed Utility
- Proposed Encumbrance
- Proposed Encumbrance (See Note 1)
- Proposed Encumbrance (See Note 2)
- Proposed Encumbrance (See Note 3)
- Proposed Encumbrance (See Note 4)
- Proposed Encumbrance (See Note 5)
- Proposed Encumbrance (See Note 6)
- Proposed Encumbrance (See Note 7)
- Proposed Encumbrance (See Note 8)
- Proposed Encumbrance (See Note 9)
- Proposed Encumbrance (See Note 10)
- Proposed Encumbrance (See Note 11)
- Proposed Encumbrance (See Note 12)
- Proposed Encumbrance (See Note 13)
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- Proposed Encumbrance (See Note 44)
- Proposed Encumbrance (See Note 45)
- Proposed Encumbrance (See Note 46)
- Proposed Encumbrance (See Note 47)
- Proposed Encumbrance (See Note 48)
- Proposed Encumbrance (See Note 49)
- Proposed Encumbrance (See Note 50)

Books of Bearings

See Note 1 through Note 50 for the location of the books of bearings and the bearings and distances of the lines shown on this map.



PREFIX
12-930
LAWY
2005



SCALE:
1" = 100'

DEVELOPMENT: CLEARFIELD JUNCTION SUBDIVISION
CITY: CLEARFIELD LOTS 1 THRU 5

FOR RECORD IN SECTION 1, T.4N., R.2W., S.10.2N., U.S. SURVEY
DAVIS COUNTY, UTAH

PLANNED
8-11-2010



12 930

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EXHIBIT "B"

~~3202949~~
~~BK 7367 PG 2497~~

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~~BK 7150 PG 23~~

DECLARATION OF EASEMENT AND EASEMENT MAINTENANCE AGREEMENT

THIS DECLARATION AND EASEMENT MAINTENANCE AGREEMENT, made this 24 day of Oct 2018 by and between the below signed whose address are below:

WHEREAS, the parties hereto are the title holders and/or land contract purchasers of certain real property located in the City of Clearfield, County of Davis, State of Utah, more particularly described in the CLEARFIELD JUNCTION SUBDIVISION attached hereto as Exhibit A; and

WHEREAS, It is the desire of the parties to establish a private parking lot and maintenance agreement and an easement for public and private utilities for their benefit and for the benefit; and

NOW, THEREFORE, in accordance with the terms and conditions of this Agreement and in consideration of the mutual covenants and benefits contained herein;

IT IS HEREBY COVENANTED, stipulated and agreed by and among the parties hereto as follows:

EASEMENT DECLARATION

12-980 - 0001 Thru 0005 E street

1. The parties hereto hereby grant, transfer, establish and declare a non-exclusive, perpetual easement for ingress and egress, improved or unimproved, and for the installation of private utilities, over and across and for the benefit of the parcels described in the attached CLEARFIELD JUNCTION SUBDIVISION, Exhibit A hereto. The easement is also to the public for purposes of emergency and other public vehicles and for whatever public utility services are necessary, but this language shall not be construed as a dedication to the public. This easement shall include a grant of easement to CLEARFIELD CITY, or its assigns for purposes of constructing, installing, maintaining, repairing, expanding, or connection to mains, laterals, appurtenances or related systems for the providing of municipal sanitary sewer services or municipal water supply.

2. The Grantors herein specifically reserve unto themselves, their respective heirs, executors, administrators, personal representatives, successors and assigns, the easement and the easement rights set forth herein in the described easement, for the benefit of the properties more particularly described in the attached CLEARFIELD JUNCTION SUBDIVISION, Exhibit A, and for any further divisions thereof including the right to use said easement and to subsequently convey said easement and easement rights with said properties and any divisions thereof.

3. The easement described in the attached CLEARFIELD JUNCTION SUBDIVISION shall run with the land and title and shall be appurtenant thereto.

4. The property described in the attached SHARED PARKING PLAN, Exhibit B, shows the areas assigned to each lot as well as the shared parking areas.

EASEMENT MAINTENANCE

5. The owner or owners of each parcel, from and after the commencement of any construction of any building or other improvement on such parcel, shall share equally with and in the cost of maintaining and/or improving the private easement.

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RICHARD T. HAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/30/2018 08:09 AM
FEE \$22.00 Page 7
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ON

Such share of the cost shall be based upon the total number of parcels of improved property, each such parcel being one unit or share, and subject to the terms, conditions and definitions set forth herein.

6. Prior to any costs being incurred for normal maintenance of said easement, a simple majority of the improved parcels shall agree to such normal maintenance being performed and the cost of such maintenance. "Normal maintenance" shall include, but not be limited to snow removal, grading, re-graveling, and repair as necessary, the cost of which shall not exceed ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS per occurrence. "Simple majority" shall be determined by the total number of parcels of improved property, each such parcel having One (1) vote. Multiple improved parcels with single ownership shall have one (1) vote for each parcel, provided, however, that each such vote shall constitute a separate share or unit for purposes of the cost of maintenance. "Improved parcel" or "improved property" shall include any parcel on which construction of any building, house or other improvement has commenced.

7. Prior to any costs being incurred for major capital improvements for said easement, all of the parcels, improved or unimproved, shall agree to such capital improvement and the cost thereof. "Major capital improvement" shall include, but not be limited to, grading, regrading, graveling, re-graveling paving repaving and repair the cost of which is in excess of ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS per occurrence. Each parcel shall be liable for one (1) equal share of the total cost of such improvement, such share being based on the total number of parcels having rights in said easement, each such parcel being one unit or share. "Major capital improvement" does not include the cost of the initial installation of any road or utilities.

8. Any costs incurred for normal maintenance or major capital improvements of said easement as described herein shall be a burden upon the land with a lien therefore against any parcel for which such costs have to be paid by the owner or owners of any such parcel. Any such lien shall attach upon the filing and recording of an affidavit by the owners of any two or more of the remaining parcels which are subject to and liable for such cost. Such affidavit shall set forth the description of the parcel or property against which the lien is claimed, whether the expenditure is for normal maintenance or for major capital improvement, the total amount of the expenditure, the portion attributable to such parcel or property, and the date or dates of such expenditures. A copy of such affidavit shall be sent to the owner or owners of such parcel against which the lien is claimed by regular mail, with postage prepaid, at the last known address of such owner or owners.

9. The owner or owners of each parcel shall be separately responsible to repair, and for the costs thereof, of any damage caused to the easement as a result of extraordinary use. "Extraordinary use" shall include, but not be limited to, movement of construction equipment, moving vans, commercial trucks, or other heavy loads, movement of recreational vehicles or increased usage not ordinarily consistent with normal traffic. The owner or owners of such parcel or parcels, whether improved or unimproved shall not be responsible for such repair or costs until such time as said easement is used by them or construction is commenced on such parcel. In the event that any owner or owners or their agents, employees or invitees cause the type of damage described herein shall fail to make the necessary repairs, the remaining parcel owners may do so after 10 days' notice to such owner or owners, and any costs so expended shall be a burden upon the land of such owner or owners with a lien enforceable as set forth herein.

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~~BK 7450 PG 25~~

10. The owners of any and all of the property using the road shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other owners. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesman, delivery persons, and others bound to or returning from any of the properties and having a need to use the road.

11. The owner or owners of each parcel shall exclusively be entitled to and obligated equally to maintain, repair and improve the private easement area described in the easement description for ingress, egress and private and public utilities.

12. Any of the owners may call a meeting at the property site once per year to vote and agree on the required minor or major maintenance needed for the year. An escrow bank account shall be set up to pay for said maintenance or repairs. The costs of maintenance and repairs shall be billed to each owner and paid within 30 days of such bill submitted. Major repairs and maintenance shall be paid in advance of the work done. Minor maintenance and repairs shall be billed after the work is done. In the event a bill is not paid within 30 days, a lien will be placed on the property of the owner not paying. In the event of a dispute, all disputes shall be handled by binding arbitration by the American Arbitration Board and said ruling shall be entered as a judgement in the Davis County Court unless mutually agreed to otherwise.

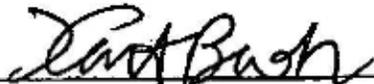
13. The parties further acknowledge that the aforesaid covenants are deed restrictions that are to be applicable to the aforesaid described parcels and are being granted in part, to avoid future problems on said parcels that will arise if additional structures were to be constructed on portions thereof.

14. It is further agreed by the parties hereto and all future owners of any parcel of land that uses private parking lot shall pay as shown above.

This agreement and covenant runs with the land and is binding on all future owners, heirs, assigns, and successors in title.

This DECLARATION OF EASEMENT AND EASEMENT MAINTENANCE AGREEMENT shall take effect when executed by the parties.

CLEARFIELD JUNCTION LLC:  _____

CLEARFIELD DEVELOPMENT RENEWAL AGENCY:  _____

~~0202949~~ ~~3181114~~
~~BK 7387 PG 2500~~ ~~BK 7130 PG 26~~

IN WITNESS WHEREOF, the parties have executed this agreement and covenant, on this day of 10/24, 2018

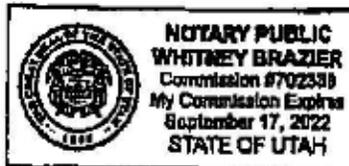
SIGNED IN THE PRESENCE OF:
Whitney Brazier

STATE OF UTAH COUNTY OF DAVIS

On this 24 day of Oct., 2018 before me a Notary Public in and for said county, personally appeared HUYEN NGUYEN, who to me is known to be the same person(s) described herein, and who executed the within instrument and acknowledged same to be his/her free act and deed.

Whitney Brazier Notary Public # 702339
County, DAVIS Acting in Ut, County My Commission Expires: DAVIS

INSTRUMENT DRAFTED BY



Whitney Brazier

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BK 7387 PG 2501 BK 7450 PG 27

IN WITNESS WHEREOF, the parties have executed this agreement and covenant, on this day of 10/24 2019

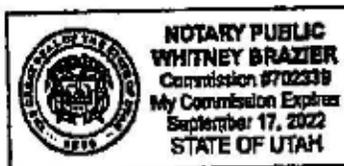
SIGNED IN THE PRESENCE OF:

STATE OF UTAH COUNTY OF DAVIS

On this 24 day of Oct., 20019 before me a Notary Public in and for said county, personally appeared KEVIN BUSH, who to me is known to be the same person(s) described herein, and who executed the within instrument and acknowledged same to be his/her free act and deed.

Whitney Brazier Notary Public #700239
County, DAVIS Acting in UTAH, County My Commission Expires: DAVIS

INSTRUMENT DRAFTED BY



Whitney Brazier

SHARED PARKING PLAN

3203156
BK 7388 PG 965

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~~BK 7387 PG 2503~~

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~~BK 7150 PG 23~~

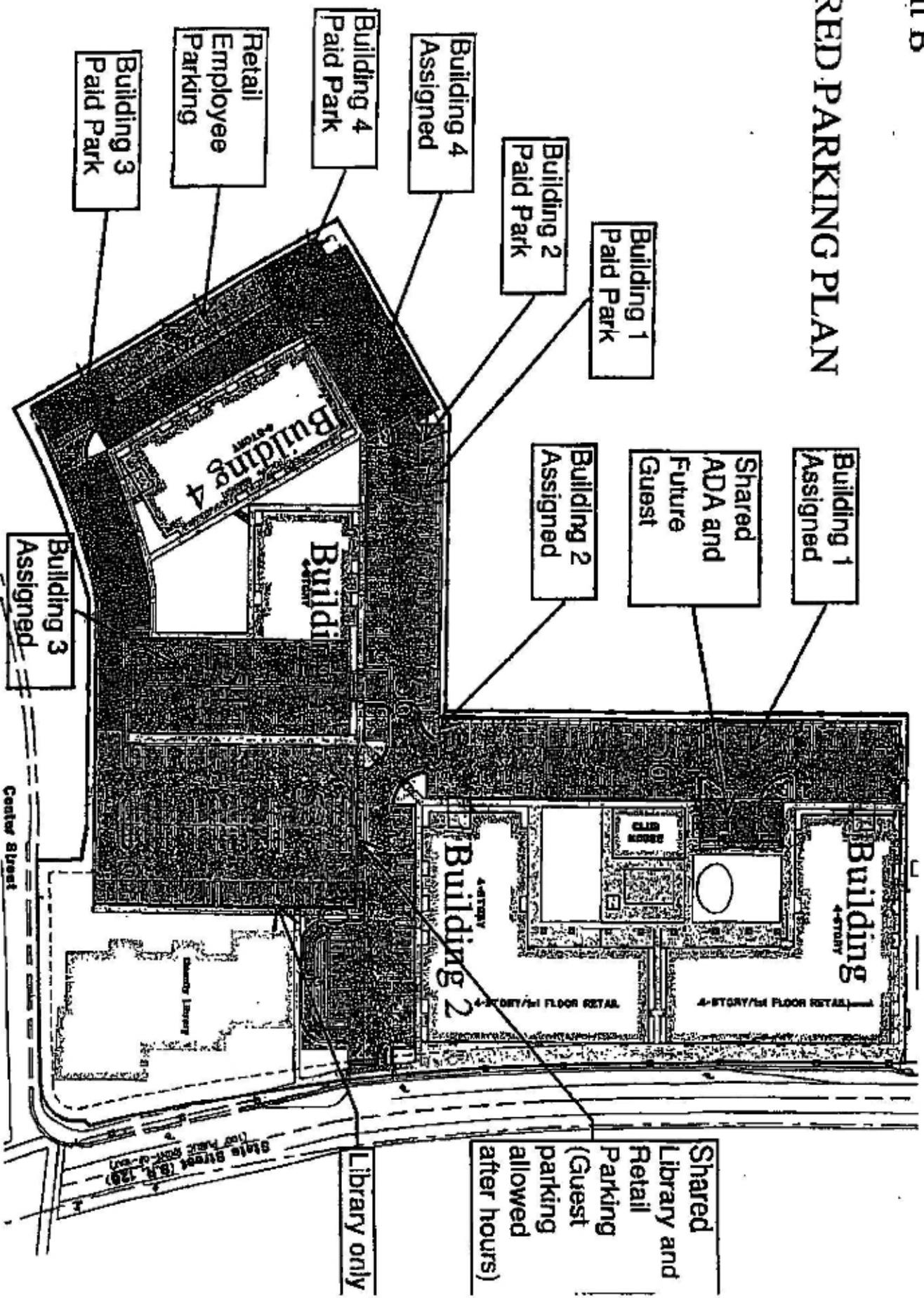


EXHIBIT E

DESIGN GUIDELINES

The purpose of these Design Guidelines is to aid the design professionals in preparing the design for the Clearfield North Library Branch and adjacent structures in the Clearfield Junction Subdivision. The guidelines will establish a framework for the design and construction elements to assist in describing the form, character and color pallet for the project. The guidelines shall not be interpreted as a static document but will remain dynamic in response to the ever-changing nature of the design and construction as well as the needs of the Library and Clearfield Junction Subdivision. The attempt is to establish guidelines which will aid in the cohesiveness and complementary nature of the development.

Lighting:

Exterior parking lot lighting shall conform with the Library and Clearfield Junction Subdivision lighting, including the color of light, lumens, and light fixtures.

Landscaping:

Exterior Landscaping will compliment adjacent properties with the goal of water conservation measures with possible xeriscape and landscaped areas for outdoor reading programs.

All landscaping and trees shall be installed in conformance with the practices and procedures established by the most recent edition of the American Standard for Nursery Stock (ANSI Z60.1) as published by the American Association of Nurserymen.

Along the frontage, the entire project will be consistent in tree grates selected and approved by the design committee and Clearfield City.

Exterior Building Materials:

Exterior building materials will include high-quality durable materials including the use of windows, engineered siding or cement board (Nichiha type), brick, stone, and will complement natural colors and fit it with adjacent structures. Brick for the Library will be a color from Interstate Brick Company which will correlate and compliment the Clearfield Junction Buildings. The exterior of the Library will also compliment and include areas with black metal siding in coordination with the Clearfield Junction buildings.

Roof-lines:

Roof-lines will be predominately flat or with parapet walls with varying heights allowing for architectural features and angles which promote varying site lines in design.

Parking Lots:

Curbs, gutters, and sidewalk will be consistent throughout the project. Striping of parking lots and usage of signage will be consistent.

EXHIBIT F

CLEARFIELD JUNCTION SHARED PARKING PLAN

SHARED PARKING PLAN

