

**Office of the Davis County Recorder**



**Davis**  
COUNTY

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
02/04/2022 10:31 AM  
FEE \$0.00 Pgs: 13  
DEPT REC'D FOR CLEARFIELD CITY C  
GRP

Recorder  
Richard T. Maughan  
Chief Deputy  
Laile 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 Second Addendum to the  
(Document Type)

12-930-0001,0002,0004,0005 development Agreement  
Tax Serial Number(s)

**SECOND ADDENDUM TO THE DEVELOPMENT AGREEMENT  
BETWEEN CLEARFIELD JUNCTION, LLC,  
CLEARFIELD CITY, AND CLEARFIELD COMMUNITY  
DEVELOPMENT AND RENEWAL AGENCY**

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This Second Addendum to the Development Agreement ("Second Addendum") for the Clearfield Junction Development is entered into as of this 25 day of January, 2022, by and between CLEARFIELD JUNCTION, LLC a Utah limited liability company ("Developer"), as owner/developer of certain real property located in Clearfield City, Davis County, Utah to complete the development of a project known as Clearfield Junction (the "Project"), and CLEARFIELD CITY, a political subdivision of the State of Utah ("City"), and CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY ("CDRA"), herein after referred to collectively as, the "Parties."

**RECITALS**

WHEREAS, Developer, City, and CDRA have entered into a Development Agreement dated May 22, 2018, that outlines the development of the Project.

WHEREAS, the Development Agreement includes a phased plan for the development of the Project.

WHEREAS, Developer has entered into a sale agreement for the sale of Phase 1 and Phase 2 of the Project with Four Peaks Capital, LLC ("Buyer").

WHEREAS, Developer requires the following amendments to the Development Agreement to finalize the sale of Phase 1 and Phase 2 of the Project.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, Developer and the City and CDRA hereby agree as follows:

**AGREEMENT**

- (1) Recitals. The foregoing recitals are incorporated and made an integral part of this Agreement by this reference.
- (2) Development Pursuant to the Development Agreement and First and Second Addendum. The Project shall be developed in accordance with the terms of the Development Agreement, as modified by the First Addendum entered on December 2018, and this Second Addendum of the Development Agreement, as follows:
  1. The leasing office and gym will be moved to the bottom floor of building 1 and the proposed outbuilding intended for the clubhouse will not be constructed.
  2. A larger pool and hot tub as shown on the attached drawing will be constructed in its place (old pool and hot tub = 1,100SF / new pool and hot tub = 1,375/121SF). (see exhibit B)
  3. A gym will be constructed in the bottom floor of building 1. (see exhibit A)

4. An Optional Clubhouse may be constructed in the bottom floor of building 2 if the retail space is unable to be rented at its present size. (see exhibit A)
  5. 5 parking spaces will be relocated to accommodate the 5 parking spaces removed for the future second fire apparatus access per the North Davis Fire District letter, dated, December 15<sup>th</sup>, 2021. (see exhibit A)
  6. The landscape area by Argentine Corner will be removed to allow for outdoor dining.
  7. Minor changes to Landscape areas as shown on attached drawings which will result in a net increase of landscape area in the amount of 1,621 SF. (see exhibit A)
  8. The proposed splash pad will be replaced with a BBQ area and the horseshoe pit will be replaced with a fire pit and sitting area. (see exhibit B)
  9. The city punch list items, (with the exception of landscaping which will be started in spring) will be completed within 30 days of the execution of this agreement including all street lighting and tree grates in and along Main Street. (see exhibit C)
- (3) Original Agreement. Except for the changes reflected in paragraph 2 above, all other terms and conditions within the Original Development Agreement and First Addendum shall remain in place and applicable to the Parties.
- (4) Binding Effect. The provisions of this Second Addendum shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
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- (5) Severability. If any part or provision of this Second Addendum shall be determined to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Second Addendum except that condition, covenant, or other provision of this Second Addendum shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- (6) Miscellaneous.
- a. Legal Fees. Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Second Addendum or in pursuing any remedy provided hereunder or any applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.
  - b. Survival. It is expressly agreed that the terms, covenants and conditions of this Second Addendum shall survive any legal act or conveyance required under this Second Addendum.
  - c. Headings. The section and other headings contained in this Second Addendum

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are for reference purposes only and shall not in any way affect the meaning or interpretation of this Second Addendum.

(7) Developer Assurance. Developer assures timely compliance with the terms of this Second Addendum. As such, Developer knowingly and voluntarily agrees to pay to the City a Failure to Comply with the Terms of the Second Addendum Fee of \$50,000.00 dollars if either of the following does not occur to the satisfaction of the City:

a. Developer shall complete each of the terms listed in paragraph (2), subsection 9 (exhibit C), by no later than Friday, April 29<sup>th</sup>, 2022.

(8) Use of Developer Incentive Requirements. Developer acknowledges and agrees that the City may use any or all the \$577,395.00 dollars currently held in escrow pursuant to Section 4.2 of the Development Agreement, and the Escrow Agreement identified as:

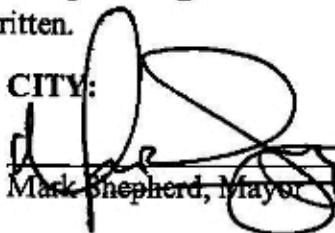
Broadmark Realty Capital  
Account # 173793  
Construction Loan # C2020-002

The payment of a Failure to Comply with the Terms of the Second Addendum Fee pursuant to paragraph (7) above shall not be drawn from the above escrow account.

Developer further acknowledges and accepts that the use of the above escrow to cure any failure to comply with the Second Addendum does not relieve Developer from those further obligations to comply with the Development Agreement and First Addendum to the Development Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Addendum to the Development Agreement for the Clearfield Junction Development the day and years first above written.

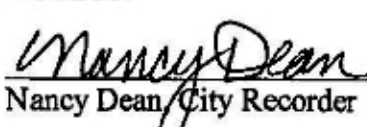
CITY:

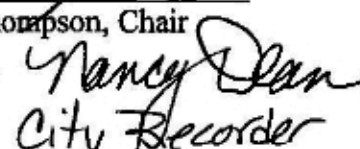
  
Mark Shepherd, Mayor

CDRA:

  
Karece Thompson, Chair


ATTEST:

  
Nancy Dean, City Recorder

Attest:   
Nancy Dean  
City Recorder



APPROVED AS TO LEGAL FORM

  
Stuart E. Williams, City Attorney



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**DEVELOPER:**

CLEARFIELD JUNCTION LLC, a Utah limited liability company, by its manager  
Donovan Gilliland



Donovan Gilliland, Manager

**ACKNOWLEDGMENT OF DEVELOPER**

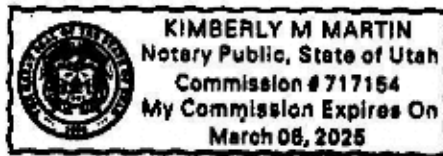
STATE OF UTAH            }  
                                      : SS  
COUNTY OF                }

On the 01 day of January, \_\_\_\_\_, Donovan Gilliland personally appeared before me Kimberly M. Martin, who being by me duly sworn, did say that he is the Manager and Owner of CLEARFIELD JUNCTION, LLC, that the Second Addendum to the Development Agreement between Clearfield Junction, LLC, Clearfield City, and Clearfield Community Development and Renewal Agency was signed on behalf of said corporation by his signature under authority.

Notary Public Kimberly M. Martin

Residing at: Clearfield City

Commission Expires: 3/5/2005



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**EXHIBIT A**  
**AMENDED SITE PLAN with POOL**

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**EXHIBIT B**  
**BBQ & FIRE PIT**

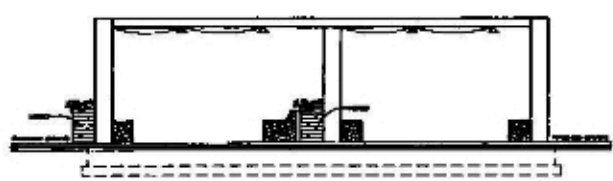
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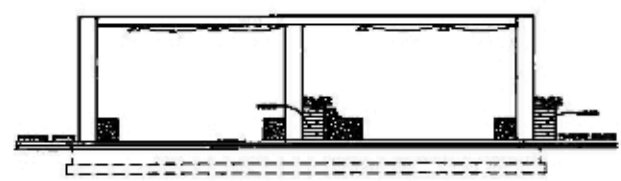
**GENERAL NOTES**  
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO SPECIFICATIONS FOR CONSTRUCTION AND THE ILLINOIS ADMINISTRATIVE CODE.  
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO.  
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.  
5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING CURB AND SIDEWALKS.  
6. THE CONTRACTOR SHALL MAINTAIN THE EXISTING LANDSCAPE AND PLANTINGS.  
7. THE CONTRACTOR SHALL MAINTAIN THE EXISTING SIGNAGE AND MARKINGS.  
8. THE CONTRACTOR SHALL MAINTAIN THE EXISTING TRAFFIC SIGNALS AND LIGHTS.  
9. THE CONTRACTOR SHALL MAINTAIN THE EXISTING STREET LIGHTS.  
10. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES AND STRUCTURES.  
11. THE CONTRACTOR SHALL MAINTAIN THE EXISTING CURB AND SIDEWALKS.  
12. THE CONTRACTOR SHALL MAINTAIN THE EXISTING LANDSCAPE AND PLANTINGS.  
13. THE CONTRACTOR SHALL MAINTAIN THE EXISTING SIGNAGE AND MARKINGS.  
14. THE CONTRACTOR SHALL MAINTAIN THE EXISTING TRAFFIC SIGNALS AND LIGHTS.  
15. THE CONTRACTOR SHALL MAINTAIN THE EXISTING STREET LIGHTS.



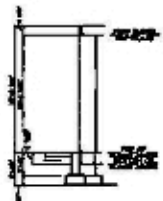
REAR ELEVATION



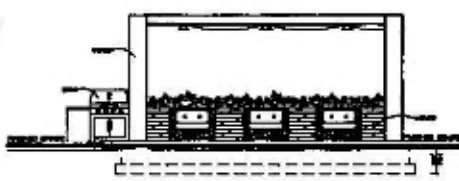
LEFT ELEVATION



RIGHT ELEVATION



TOP SECTION

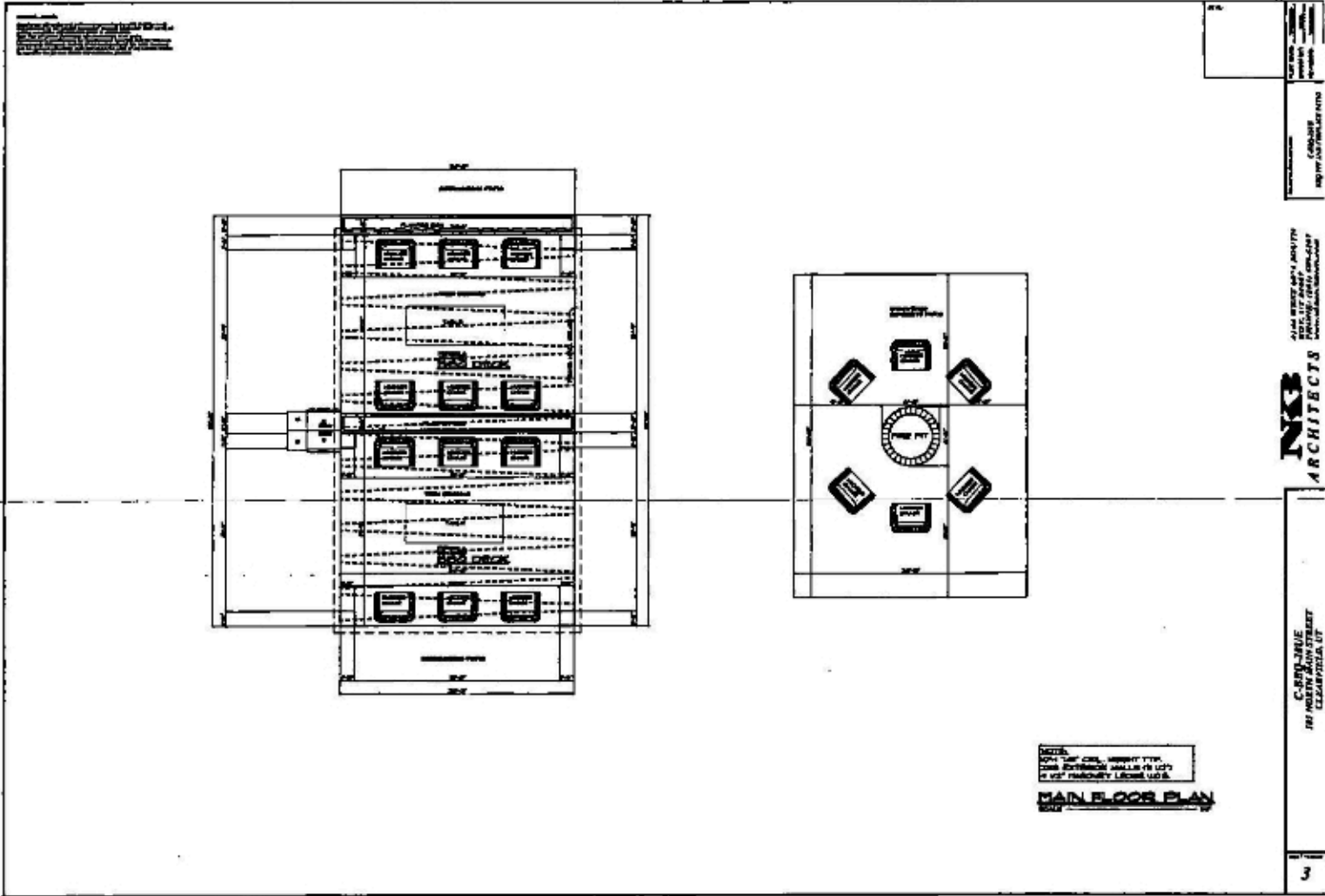


FRONT ELEVATION



SITE ELEVATION

ARCHITECTURE  
111 NORTH LAKE STREET  
CHICAGO, ILLINOIS 60602  
TEL: 312.527.1234  
WWW.ARCADIA.COM



3454757  
BK 7940 PG 289

ARCHITECTS

C. BIRD-BALE  
101 NORTH MAIN STREET  
CELESTVILLE, OH

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**EXHIBIT C**

**PUNCH LIST ITEMS – 12-8-21**

**(All items must be completed by 4-29-2022)**

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1. Paint splatter at base of building and upper floors shall be completely resolved.
2. Landscaping at Argentine Corner will be left hardscape if Development Agreement is approved.
3. Holes for awning shall be painted to match brick color.
4. Streetlights shall be installed per standards and site plan.
  - a. Proof of payment will be submitted within 2 days of addendum signature.
  - b. Installation will be done within 5 days of delivery of lights.
5. Tree grates shall be installed per spec provided by City, brick pattern shall match North Davis Library, Clearfield Branch pattern.
6. Glass panels were installed in balcony areas. Developer shall install decorative metal support railing on all balconies to reduce glass panel movement.
7. Broken sidewalk at by gas station shall be repaired to the satisfaction of the City.
8. Communication box is developer's responsibility. City will assist developer as needed with communication box fix.
9. Landscaping corrections shall be started.
10. Irrigation lines and weed barriers shall be completed
11. Exposed concrete around foundation shall be patched in areas where needed to match the building materials.
12. Bicycle parking shall be finished and all concrete pads under utilities will be repaired as needed to meet city standards.

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13. The 4-foot landscape strip on the west side of building 1 and 2 shall remain per second addendum approval.
14. Broken and / or chipped concrete curbs will be repaired at completion of phase 2 when construction with heavy equipment is complete.
15. Water pipe shall be re-tested to ensure no leaks.
16. Bridge slope must be graded to city code and no work shall be done without the supervision of city inspector.
17. SWPPP shall be in compliance.
18. Unfinished entry floor will be epoxy coated.
19. Trees along Main Street shall be replaced in the spring.
20. Temporary heating pipes will be removed and capped with stainless steel cap after TI (tenant improvement) work is completed to ensure water pipes don't freeze and break.
21. Site lighting for parking area shall be installed when awnings are completed.
  - a. Awnings to be completed after Stucco and Siding are finished on Phase 2 in 90 days.
22. Form Based Code handrail will be installed on building 2 to meet sidewalk code issue.

**EXHIBIT D**  
**LEGAL DESCRIPTIONS**

**Parcel 1: 12-930-0001**

**ALL OF LOT 1, CLEARFIELD JUNCTION SUBDIVISION. CONT. 1.38400 ACRES**

**Parcel 2: 12-930-0002**

**ALL OF LOT 2, CLEARFIELD JUNCTION SUBDIVISION. CONT. 1.28800 ACRES.**

**Parcel 3: 12-930-0004**

**ALL OF LOT 4, CLEARFIELD JUNCTION SUBDIVISION. CONT. 1.64900 ACRES.**

**Parcel 4: 12-930-0005**

**ALL OF LOT 5, CLEARFIELD JUNCTION SUBDIVISION. CONT. 1.16200 ACRES.**

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