

08/12 Lots 1 thru 55 + City Park  
Fox Hollow Ph 1  
NE 13 4th 2nd

**FOX HOLLOW DEVELOPMENT AGREEMENT**

12-074-0001, 0002

THIS AGREEMENT is made this 10<sup>th</sup> day of ~~June~~ <sup>October</sup>, 2000, by and between Clearfield

City (the "City"), a municipal corporation, and Fieldstone Partners, L.L.C., a Utah limited liability company ("Developer").

E 1626503 B 2720 P 16  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
2000 NOV 29 9:11 AM FEE 88.00 DEP DJW  
REC'D FOR BONNEVILLE TITLE COMPANY, INC

**RECITALS**

A. Developer intends to develop certain property situated in Clearfield City, Davis County, Utah, more particularly described in Exhibit A hereto and known as the "Property."

B. Pursuant to a written agreement between Developer and Utility Trailer Manufacturing Company, Developer has a contractual right to purchase the Property.

C. The City and the Developer intend to enter into a separate agreement concerning the design and construction of certain utility improvements pipe and the payment of such expenses associated with such construction (the "Reimbursement Agreement").

D. The Developer desires to develop the Property according to the Fox Hollow Subdivision Preliminary Plat and Utility Plan attached hereto as Exhibit B (the "Plat").

E. The City has approved the Plat submitted by the Developer for Phase I of the development of the Property. Developer intends to develop the Property in additional phases as identified on the Plat. In the development of the Property, Developer may combine these additional phases into a single plat with the prior approval of the Planning Commission and the City Council..

F. Developer and City are entering into this Development Agreement as part of the final plat approval for the Plat.

E 1626503 B 2720 P 17

NOW, THEREFORE, in consideration of the premises and the terms and conditions herein stated and for other valuable consideration, the adequacy of which is acknowledged by the parties hereto, it is agreed as follows:

**1. Developer's Undertaking**

a. Developer hereby agrees to construct and to install, all improvements described in the Plat. Except for those matters set forth in the Reimbursement Agreement, Developer agrees to pay for such improvements. In the event that Developer does not complete such improvements according to the specific plans set forth in the Plat, the City shall have the right to cause such work to be done as is necessary to reasonably complete the installation in such manner and Developer shall be liable for the cost of such additional work.

b. All housing units within the development of the Property shall be single family dwellings and shall have a two car garage.

c. Developer shall construct residential units on the Property in substantial conformance with the plans and elevations previously presented to the City during the approval process, which plans, and elevations are on file in the official records of Clearfield City Corporation. Should Developer sell lots on the project to other builders, those builders may modify the plans and elevations for residential units on the Property provided that such modifications satisfy the requirements of paragraphs 1(d), 1(e) and 1(f) of this Agreement and further provided that such modifications of the plans and elevations shall be presented to

and approved by the Planning Commission. Developer may modify or add additional plans and elevations for residential units on the Property as long as these plans and elevations meet or exceed Developer's previously approved plans and elevations, which are on file in the official records of Clearfield City Corporation.

d. Residential units not constructed by the Developer shall meet the following minimum square footage requirements. These minimum requirements may only be used on lots 2, 3, 6, 7, 10-20, 25-34, 37, 40, 43, 47, 49, 50, 53, 55-71, 148-174, and 177-194 totaling 96 lots of the Fox Hollow Preliminary Plat attached hereto as exhibit D.

<u>Item</u>	<u>One Story</u>	<u>Multilevel</u>	<u>Multilevel</u>	<u>Two Story</u>
Main Level Finished	1,250 SF*	1,350 SF	1,500 SF	1,800 SF
Basement Finished	100 SF	NA	NA	NA
Total Finished SF	1,350 SF	1,350 SF	1,500 SF	1,800 SF
Percentage of lots	20% max.	50% max.	No Limit	No Limit

\*SF=finished square feet

The percentage mix criteria for each plan type shall be applied to the 96 lots on a phase by phase basis and no percentage described in the table above shall be exceeded in any give phase as described in the preliminary plat. For purposes of example, the 96 lots include 35 lots in Phase 1, 16 lots in Phase 2, and 45 lots in Phase 4 of the preliminary plat. As it relates to the One Story play type, no more than 20% of the Phase 1 lots, or 7 units (35 units x 20%, can

fall into this category. In Phase 2, no more than 3 units (16 units x 20%) can fall into this category, and in Phase 4, no more than 9 units (45 units x 20%) can fall into this category.

One Story homes shall include a full basement and Multi Level homes with finished square footage less than 1,500 square feet shall require half basements.

A residence without a basement shall be built on either footings or a foundation. No slab on grade construction without footings is allowed.

e. Each residential unit in the Property shall have the following minimum setbacks: (1) Front yards: 25 feet to 30 feet staggered for units with front-positioned garages, and 20 feet for units with rear-positioned garages; (2) side yards: 6 feet plus 9 feet on the garage side of the house for a combined side yard of 15 feet for each unit; (3) rear yards: 25 feet; and (4) corner yards: 20 feet at the street side yard.

f. Each unit shall have vinyl siding on units where siding is used. Front elevations shall consist of stucco and have a minimum of 30% brick or rock. All side and rear exterior finishes may be brick, stucco, rock, vinyl siding, or combinations thereof.

g. Developer agrees to dedicate to the City 2.46 acres of land on the Property for a park as shown on the Plat. City acknowledges that this park shall also be used as a storm drain retention area for the Property. City shall construct, install, and pay for all improvements related to the park except that Developer shall construct, install, and pay for storm retention improvements for the park. At the time of Developer's dedication of the park, Developer shall deliver the park site in a graded condition with all storm retention improvements installed. City shall be responsible for all aspects of maintenance of the park upon City's acceptance of the park

from Developer.

h. The Developer shall record this Agreement as covenants running with the lots and land in the Development and indicate on the Plats approved for each phase the existence of this Agreement and the recording data therefor.

2. **City's Undertakings.**

a. City shall approve the Plat as provided for in Exhibit A attached hereto and immediately record said plat with the County Recorder's office.

b. City shall approve the final plats for the development of the Property provided that such final plats are consistent with the Preliminary Plat.

3. **General Terms and Conditions.**

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

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

c. Attorneys Fees. In the event of any action or suit by a party against the other party for any reason of any breach of any of the covenants, conditions, agreements, provisions on the part of the other party arising out of this Agreement, the prevailing party in such action or suit shall be entitled to have and recover from the other party all costs and expenses incurred therein, including reasonable attorney's fees.

d. Governing Law. It is mutually understood and agreed that this Agreement shall be

governed by the laws of the state of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof, shall be instituted only in courts of the State of Utah.

e. Remedies for Breach. In addition to any other remedies allowed under law or equity, the parties shall specifically be entitled to specific performance of the terms and conditions under this Agreement.

f. Successors and Assigns of the Parties. This Agreement shall be binding upon the parties and their successors and assigns, and where the term "Developer", "Party" or "Parties" is used in this Agreement it shall mean and include the successors and assigns of Developer. In addition, Developer may assign the rights to develop part of the Property to a third party pursuant to the terms of this Agreement, provided that such third party agrees to be bound by the terms of this Agreement.

g. Headings. The paragraph headings of this Agreement are for the purposes of performance only and shall not limit or define the provisions of this Agreement or any of said provisions.

h. Severability or Partial Validity. If any term, covenant, paragraph, or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each

*such remaining*

term, covenant, or condition of this Agreement shall be valid and enforceable to the full extent permitted by law.

i. Warranty of Authority. Each party signing or executing this Agreement warrants that they have full authority to sign this Agreement and by signing said Agreement do bind the parties thereto.

IN WITNESS WHEREOF, the Developer and Clearfield City have executed this Agreement effective as of the date first above written.



CLEARFIELD CITY CORPORATION,  
a municipal corporation

By: Thomas C. Waggoner  
Thomas C. Waggoner, Mayor

ATTEST:

By: Nancy Dean  
Nancy Dean, Deputy Recorder

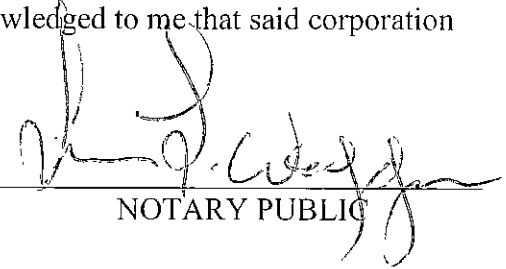
FIELDSTONE PARTNERS, L.L.C., A UTAH  
LIMITED LIABILITY COMPANY

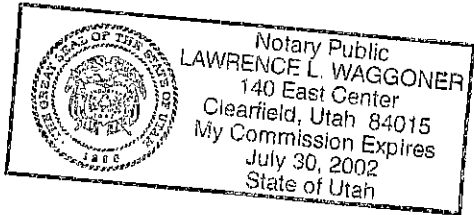
By: Its Managing Member, Fieldstone Homes,  
Inc., a Utah corporation

By: Mike Stewart  
Mike Stewart  
Regional Manager of Fieldstone Homes,  
Inc.

STATE OF UTAH            }  
                                  }ss  
COUNTY OF DAVIS        }

On 10<sup>th</sup> day of October, 2000, personally appeared before me Thomas C. Waggoner who being by me duly sworn did say, that he, is the Mayor, of Clearfield City Corporation, a Utah municipal corporation, and that the within and foregoing instrument was signed in behalf of said corporation and the said Thomas C. Waggoner acknowledged to me that said corporation executed the same.

  
NOTARY PUBLIC





## ENTIRE RESIDENTIAL PROPERTY - LEGAL DESCRIPTION

Beginning at a point which is South 00°09'46" West 417.98 feet and South 89°50'14" East 2.86 feet from the North Quarter Corner of Section 13, Township 4 North, Range 2 West and running thence South 89°46'04" East 1211.46 feet, more or less, to a point on the westerly right-of-way line of the Denver and Rio Grande Western Railroad; thence South 34°45'36" East along said right-of-way line 1568.33 feet; thence North 89°46'04" West 2109.79 feet; thence North 00°11'08" East 1284.83 feet to the Point of Beginning.

Contains 2,133,613.47 sq. ft. (48.98 Acres)

The basis of bearing for this legal description is S00°09'46"W between the found brass cap monument at the Center Section 13, Township 4 North, Range 2 West, S.L.B&M Per Davis County Section Tie Sheet and the found brass cap monument at the North Quarter Corner Section 13, Township 4 North, Range 2 West, S.L.B&M Per Davis County Section Corner Tie Sheet. Elevation = 4414.34'.

EXHIBIT A

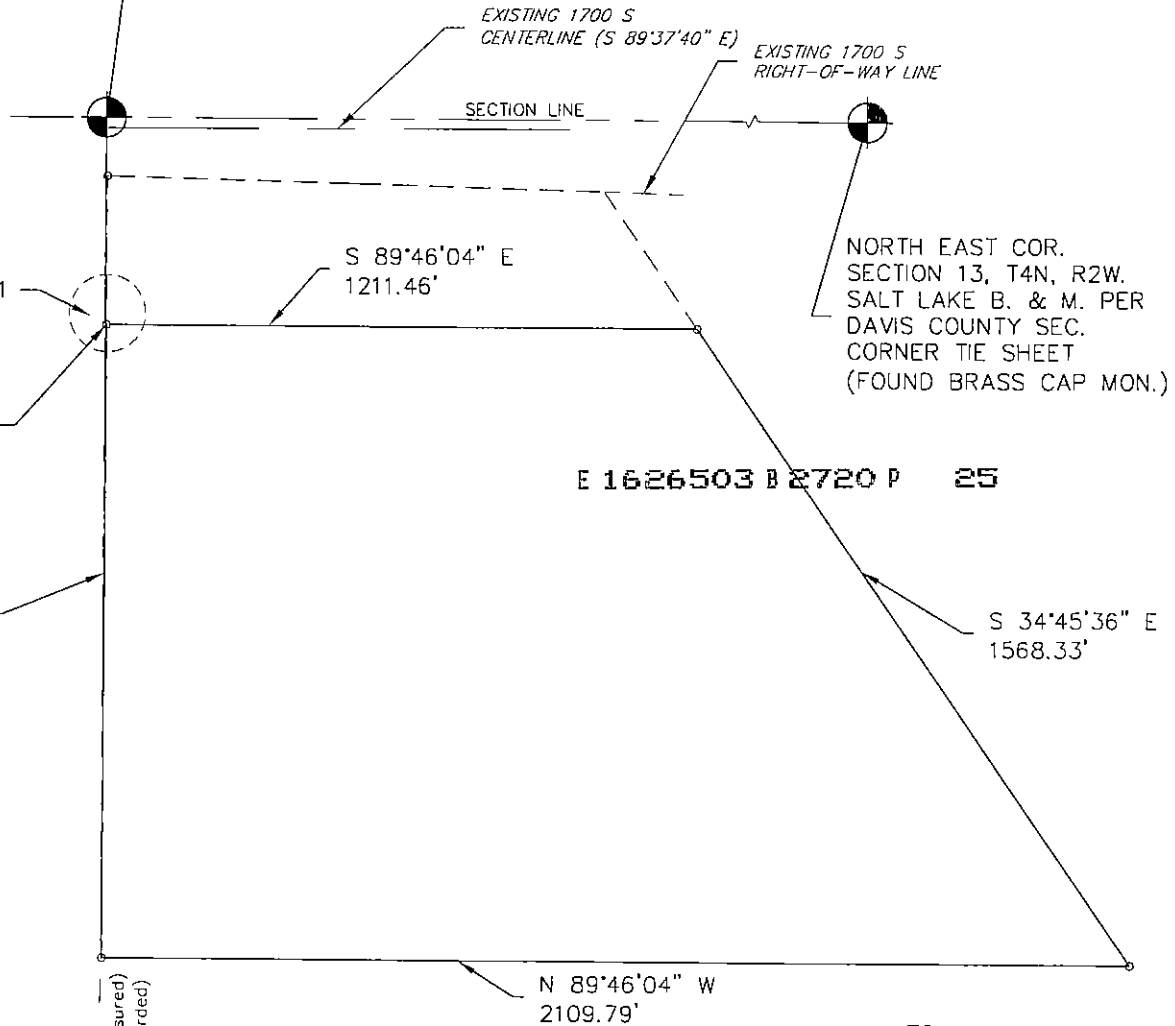
Legal Description.

Beginning at a point which is South 00°09'46" West 417.98 feet and South 89°50'14" East 2.86 feet from the North Quarter Corner of Section 13, Township 4 North, Range 2 West and running thence South 89°46'04" East 1211.46 feet, more or less, to a point on the westerly right-of-way line of the Denver and Rio Grande Western Railroad; thence South 34°45'36" East along said right-of-way line 1568.33 feet, thence North 89°46'04" West 2109.79 feet, thence North 00°11'08" East 1284.83 feet to the Point of Beginning

Contains 2,133,613.47 SQ FT (48.98 Acres)

NORTH QUARTER COR.  
SECTION 13, T4N, R2W.  
SALT LAKE B. & M PER  
DAVIS COUNTY SEC.  
CORNER TIE SHEET  
(FOUND BRASS CAP MON.)

NORTH EAST COR.  
SECTION 13, T4N, R2W.  
SALT LAKE B. & M. PER  
DAVIS COUNTY SEC.  
CORNER TIE SHEET  
(FOUND BRASS CAP MON.)



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N00°11'08"E  
1284.83'

S 34°45'36" E  
1568.33'

N 89°46'04" W  
2109.79'

SECTION LINE  
N 00°09'46" E 2640.83' (measured)  
N 00°09'46" E 2640.73' (recorded)

CENTER SECTION 13, T4N, R2W.  
SALT LAKE B. & M. PER  
DAVIS COUNTY SEC  
CORNER TIE SHEET  
(FOUND BRASS CAP MON.)

S 89°50'14" E  
2.86'

S 00°09'46" W  
417.98'

POINT OF BEGINNING

DETAIL 1



SCALE: 1" = 400'

**PSOMAS**

7825 East Cottonwood Parkway, Suite 120  
Salt Lake City, Utah 84121  
(801) 270-5777 (801) 270-5782 (FAX)

**PARCEL 2**

ZONED  
RESIDENTIAL

Scale	1" = 400'
Drawn by	GJN
Checked by	LFM

PROJECT NO	BF1E0101
FIGURE #	PARCEL 2

Xref: Lst No Xrels

# FOX HOLLOW SUBDIVISION PRELIMINARY PLAT

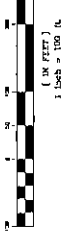
A PART OF THE NE 1/4 OF SECTION 13  
T4N, R2W, SALT LAKE BASE AND MERIDIAN,  
CLEARFIELD CITY, DAVIS COUNTY, UTAH

BENCHMARK CAP MON  
NORTH QUARTER CORNER  
SECTION 13, T4N, R2W,  
PER DAVIS COUNTY SEC.  
CORNER TO SHEET  
ELEVATION = 4414.3'

SECTION LINE  
S 8952'44" E 2654'74" (R) S 8952'28" E 2655'02" (M)  
N 8575'17" W 8'01" (M)  
N 8575'06" W 500'22" (M)  
N 8572'17" W 500'8" (M)  
S 0910'8" W 3000'0" (M)

SIZE SUMMARY  
TOTAL COMMERCIAL ACREAGE 7.35 ACRES  
TOTAL RESIDENTIAL ACREAGE 48.8M ACRES  
PARK ACREAGE 12.85 ACRES  
PARK ACREAGE 2.46 ACRES  
LOT ACREAGE 37.87 ACRES  
TOTAL LOT 196  
OVERALL SITE ACREAGE 56.33 ACRES  
DENSITY 4.00 Units/Acre  
X OPEN SPACE 5.02%

FOUND BRASS CAP MON  
NORTH QUARTER CORNER  
SECTION 13, T4N, R2W,  
PER DAVIS COUNTY SEC.  
CORNER TO SHEET



DATE 02-09-2000  
SCALE 1" = 100'  
PROJECT PRELIMINARY PLAT

## FOX HOLLOW SUBDIVISION PRELIMINARY PLAT

P S O M A S  
2925 East Coltonwood Parkway Suite 120  
Salt Lake City, Utah 84121  
(801) 270-5777 (801) 270-5762 (fax)

DATE 02-09-2000  
SCALE 1" = 100'  
PROJECT PRELIMINARY PLAT

**NEW DESCRIPTIONS**  
Parcel 1 (Commercial Property)  
2 West  
Beginning at a point which is South 00°09'46" West along the west line of the Northeast Quarter of Section 13 Township 4 North Range 2 West along the south right-of-way line of State Road 109 (1700 South) and running North 89°52'44" East 2654'74" (Right of Way) to the center of the West line of the Denver and Rio Grande Western Railroad, thence proceeding northwesterly along said west railroad right-of-way line North 34°45'38" West 335'70 feet, more or less, to the South Right-of-Way line of State Road 109, said said point being 125'00" perpendicular from the centerline of said State Road at engineers station 84+92.00, thence North 89°52'44" East 2654'74" to the center of the West line of the Denver and Rio Grande Western Railroad, thence proceeding northwesterly along said railroad right-of-way line to a point which is 110'00 feet from the center line of said State Road at station 70+00.00 thence North 88°13'17" West 510'88 along said highway right-of-way to the point of beginning. Containing 320.87 SQ. FT. (7.36 acres)

Parcel 2 (Residential Property)  
Beginning at a point which is South 00°09'46" West along the west line of the Northeast Quarter of Section 13 Township 4 North Range 2 West along the south right-of-way line of State Road 109 (1700 South) and running North 89°52'44" East 2654'74" (Right of Way) to the center of the West line of the Denver and Rio Grande Western Railroad, thence proceeding northwesterly along said west railroad right-of-way line North 34°45'38" West 335'70 feet, more or less, to the South Right-of-Way line of State Road 109, said said point being 125'00" perpendicular from the centerline of said State Road at engineers station 84+92.00, thence North 89°52'44" East 2654'74" to the center of the West line of the Denver and Rio Grande Western Railroad, thence proceeding northwesterly along said railroad right-of-way line to a point which is 110'00 feet from the center line of said State Road at station 70+00.00 thence North 88°13'17" West 510'88 along said highway right-of-way to the point of beginning. Containing 2,133,613 SQ. FT. (48.89 acres)

**BASELINES BEARING.**  
The base of bearing for the preliminary plat is S 00°00'45" W between the found brass cap monument at the Center Section 13 Township 4 North Range 2 West S. L.B.M. Per Davis County Section 13 Township 4 North Range 2 West S. L.B.M. Per Davis County Section Corner to Sheet Location = 4414.3'

**DEVELOPER**  
FIELDSTONE HOMES  
6965 UNION PARK SUITE 310  
SALT LAKE CITY, UT 84047

