

**Office of the Davis County Recorder**

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
10/22/2020 09:13 AM  
FEE \$0.00 Pgs: 7  
DEP RT REC'D FOR CLEARFIELD CITY



**Davis**  
COUNTY

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 Development Agreement  
(Document Type)

15-050-0112 thru 0125  
Tax Serial Number(s)

ADDENDUM TO DEVELOPMENT AGREEMENT

Between

CLEARFIELD CITY CORPORATION

And

HAMBLIN INVESTMENTS *D*

For the

AUTUMN RIDGE SUBDIVISION

15-

This Addendum to Development Agreement is entered into this 14<sup>th</sup> day of November, 2019 ("Effective Date"), by and between Clearfield City Corporation (the "City"), a Utah Municipal Corporation, and Hamblin Investments Inc. ("Developer"), both of which may hereafter be referred to collectively as the "Parties" and individually as a ("Party").

**RECITALS**

WHEREAS, the City and Developer previously entered into a Development Agreement dated September 9, 2003 (the "Development Agreement") to govern the terms and conditions of the relationship between the Parties concerning Developer's project known as the Autumn Ridge Subdivision (the "Project") and to encompass the agreements reached as mandated by ordinance standards and as provided and approved in the Subdivision Preliminary Plat and Utility Plan attached as Exhibit B ("the Plat") for said Project; and

WHEREAS, the Parties currently seek to clarify, modify, and /or add to the terms and conditions of the Development Agreement for the remaining phases of the Project; and

WHEREAS, the Parties desire to enter into this Addendum to the Development Agreement and do so willingly and voluntarily;

NOW THEREFORE, in consideration of the mutual covenants, conditions and consideration as more fully set forth below, the Parties hereby agree as follows:

**AGREEMENT**

1. SCOPE. This Addendum shall be interpreted in conjunction with the Development Agreement previously executed by the Parties. However, to the extent that this Addendum conflicts with the Development Agreement, then this Addendum shall be controlling.

2. **APPLICABILITY TO PHASES.** By way of this Addendum, the Parties hereby agree that the Development Agreement shall be applicable to all phases of the Project. However, any modifications to the Development Agreement set forth in this Addendum shall only be applicable to phase five and all subsequent phases of the Project, not to phases one, two, three or four.

3. **FINISHED TOTAL SQUARE FOOTAGE AND GARAGE REQUIREMENTS.** For phase five and all subsequent phases of the project, Section 1, Paragraph c. of the Development Agreement is amended to read as follows:

Developer agrees garages and open porches are not included in the total finished square footage in any of the following structures.

i. Developer agrees all housing units within the subdivision of the Property shall be single-family dwellings and shall have a minimum two-car garage, which must be no less than 400 square feet. Developer agrees that if a dwelling has a third-car garage, the third car garage must have its own separate opening or entrance to access the third car garage.

ii. Developer agrees that the finished floor area of a one-story slab on grade structure, with any garages, shall not be less than 1,600 square feet.

iii. Developer agrees that the finished floor area of a ramble structure, with a two-car garage, shall not be less than 1,350 square feet and that the finished floor area of a Rambler structure with a three-car garage minimum shall not be less than 1,300 square feet.

iv. Developer agrees the finished floor area of a two-story structure, with a two-story garage, shall not be less than 1,650 square feet and that the finished floor area of a two-story structure, with a three car garage minimum shall not be less than 1,600 square feet.

4. **EXTERIOR CONSTRUCTION FINISHES.** For phase five and all subsequent phases of the project, Section 1, Paragraph e. of the Development Agreement is amended and Paragraph 3 of Addendum to Development Agreement dated March 4, 2009 is amended to read as follows:

i. Developer agrees the front of all one-story structures must be comprised of at least one half brick or stone. The remaining half front of the structure shall be either stucco or fiber cement board. The sides of all homes must be either brick, stone, stucco, vinyl siding, or fiber cement board. The back of the home may be vinyl siding or any maintenance free material.

ii. Developer agrees the front of the first floor of all two-story structures must be comprised of at least one half brick or stone. The remaining half front of the first floor of the structure shall be either stucco or fiber cement board. The front of the second floor must be either stucco or fiber cement board. The sides of all homes must be either brick, stone, stucco, vinyl siding, or fiber cement board. The back of the home may be vinyl siding or any maintenance free material.

iii. Developer agrees all side and rear exterior finishes may be brick, stucco, rock, vinyl siding, fiber cement or a combination thereof. Stucco finishes may not be installed using an

exterior insulated finish system (EIFS). Each dwelling shall be constructed with six inch (6") fascia.

5. OPEN SPACE REQUIREMENT. For phase five and all subsequent phases of the project, this addendum is intended to address the open space requirements as set forth in the R-1-Open Zone as follows:

i. Developer agrees that, with a combined development area of approximately fourteen (14) acres, and a total number of thirty nine (39) lots combined, and a density of three (3) units to the acre, that the shared storm water detention basin meets the open space requirement for both phases four and five by having a detention basin of 17,859.6 square feet, which covers 3% of the developed area for these two phases.

ii. Developer agrees the Homeowners Association Codes, Covenants and Restrictions have been revised to address the elements and maintenance of the open space, detention area of phases 4 and 5.

6. DEVELOPER RECORDING. Developer agrees to record this Addendum as covenants running with the lots and land in the development and indicate on the Plats approved for phase five the existence of this addendum to the Development Agreement.


THIS ADDENDUM BEING EXECUTED AS OF THE DATE WRITTEN ABOVE.

CLEARFIELD CITY CORPORATION

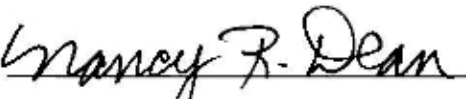


Mark Shepherd, Mayor

HAMBLIN INVESTMENT, LLC.

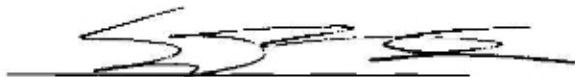


Douglas B. Hamblin, President



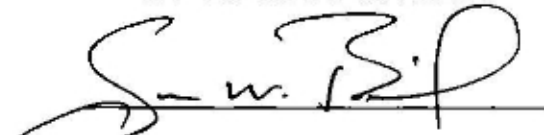
Nancy R. Dean  
City Recorder

APPROVED AS TO FORM



City Attorney's Office

APPROVED AS TO CONTENT



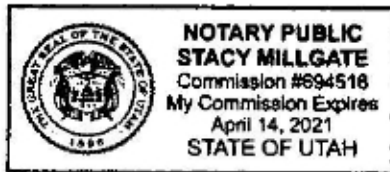
Community Development Director

HAMBLIN INVESTMENTS LLC

  
Douglas B. Hamblin, President

STATE OF UTAH        )  
                                  )ss  
COUNTY OF DAVIS    )

On the 19 day of October, 2020 personally appeared before me,  
Douglas B. Hamblin, the signer of the foregoing instrument, who duly acknowledged to me  
that she executed the same.



  
NOTARY PUBLIC #63

10-9-2020

**AUTUMN RIDGE ESTATES PHASE 5**

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF LOT 3 OF CLAIR & JOAN HESLOP SUBDIVISION, SAID POINT BEING S89°51'46"E 220.20 FEET AND S00°08'14"W 544.96 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 2; THENCE S89°50'12"E 201.34 FEET TO A POINT ON THE WESTERLY LINE OF THE 200 NORTH STREET CLEARFIELD CITY SUBDIVISION; THENCE S00°01'26"E ALONG SAID WESTERLY LINE 159.69 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 200 NORTH STREET; THENCE S89°55'31"E ALONG SAID RIGHT OF WAY LINE 65.38 FEET TO THE WESTERLY LINE OF AUTUMN RIDGE ESTATES PHASE 4; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING FIVE (5) COURSES: (1) S00°04'29"W 110.00 FEET; (2) S89°51'46"E 27.53 FEET; (3) S00°08'14"W 330.89 FEET; (4) N89°55'31"W 79.66 FEET; (5) S00°04'29"W 170.03 FEET TO THE NORTHERLY LINE OF AUTUMN RIDGE ESTATES PHASE 1; THENCE N89°55'31"W 215.53 FEET ALONG SAID NORTHERLY LINE; THENCE NORTH 1.92 FEET; THENCE N41°59'01"E 0.70 FEET TO THE EXTENSION OF THE EASTERLY LINE OF CLAIR & JOAN HESLOP SUBDIVISION; THENCE N00°07'00"E 768.52 FEET ALONG SAID EASTERLY LINE AND EXTENSION THEREOF TO THE POINT OF BEGINNING.

CONTAINING 195,666 SQUARE FEET OR 4.492 ACRES, MORE OR LESS.

