

DEVELOPMENT AGREEMENT
FOR THE
MILLER MEADOWS SUBDIVISION

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 9 day of July, 2004, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **RRR Ranch, LLC**, a Utah Limited Liability Company, hereinafter referred to as the "Developer."

RECITALS:

A. Developer owns approximately 49.2 acres of land located within the City, which property is more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property").

B. Developer desires to develop a project on the Property to be known as the Miller Meadows Subdivision (the "Project"). Developer has submitted an application to the City seeking approval of the Project as a conservation subdivision in accordance with the City's Laws.

C. On May 8, 2003, Developer received approval of a preliminary plat (the "Preliminary Plat") for the Project from the Farmington City Planning Commission on May 8, 2003. The Preliminary Plat provides for the development of 82 single-family residential lots and 4 conservancy lots containing approximately 16 acres, which shall be subject to permanent conservation easement(s) acceptable to the City restricting development on such conservancy lots in accordance with the City's Laws.

D. The Property is presently zoned under the City's zoning ordinance as AE. The Property is subject to all City ordinances and regulations including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").

E. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to those contained in the City's Laws.

E 2031717 B 3667 P 152-168
 RICHARD T. MAUGHAN
 DAVIS COUNTY, UTAH RECORDER
 11/17/2004 09:26 AM
 FEE \$67.00 PGS: 17
 DEP RT REC'D FOR FARMINGTON CITY

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Preliminary Plat.** In connection with the City's review and approval of this Agreement, the City has simultaneously held all public hearings necessary for the lawful approval of the Preliminary Plat. The Preliminary Plat is attached hereto as **Exhibit "B,"** has been approved by the City, and by this reference shall be made a part hereof. The Property shall be developed by the Developer and/or any subsequent developers as a conservation subdivision in accordance with the approved Preliminary Plat.

3. **Subdivision of the Property.** The Preliminary Plat does not constitute a subdivision of the Property or any portion thereof. Any subdivisions of the Property hereafter shall comply with the City's Laws. A specific final subdivision plat for each portion of the Project which is developed by the Developer or any Subsequent Developer will be required and shall be submitted for approval by the City in accordance with the City's development standards, the Preliminary Plat, and the City's Laws. All portions of the Project receiving final subdivision approval must be developed in strict accordance with the approved final plat for that portion of the Project. No amendments or modifications to the approved final subdivision plats for any portion of the Project shall be made by the Developer or any subsequent developers without the written consent of the City. Notwithstanding the provisions contained in this Agreement, nothing contained herein shall be construed as granting final plat approval to the Developer or any subsequent developers for any portion of the Project.

4. **Development of the Project.** The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.

a. **Compliance with City Laws and Development Standards.** The Project and all portions thereof shall be developed in accordance with the City's Laws, the Preliminary Plat, and this Agreement.

b. **Streets and Related Improvements.**

i. Developer will construct and/or improve and dedicate to the City the streets shown on the final subdivision plats for the Project. Construction and/or improvement of the streets shall include all curb, gutter, paving, sidewalks, park strips and related utilities as shown on the approved improvement drawings. All

construction and improvement shall be in accordance with City-approved design and construction standards and requirements.

ii. Developer shall post a bond acceptable to the City for and fully improve the streets shown on the final plat for each phase of the Project prior to recordation of the final plat for the Project or any phase thereof.

iii. Notwithstanding the forgoing, regarding 650 West Street road improvements only, as it abuts the Project, the Developer shall provide two safe travel lanes and shall improve only the east half of the street including but not limited to curb, gutter, sidewalk, sub-grade, road base, and asphalt. The Developer shall design and construct, or caused to be constructed, the improvements to 650 West Street in compliance with the City's street design standards and cross section standards for a 66 foot wide minor collector.

The Developer with the City's written consent, may delay the 650 West road improvements until the final plat of the last phase of the Project which abuts 650 West Street if recorded at the office of the Davis County Recorder. This alternative provides the advantage of providing a seamless road constructed all at once. Nevertheless, the Developer shall post a bond acceptable to the City to ensure the construction of each segment of 650 West which corresponds to the respective abutting phase of the Project prior to the recordation of the final plat for such phase.

iv. Decorative street lighting will be provided for the Project and shall be subject to review and approval of the City prior to installation. All street lighting shall conform to the City's street lighting standards.

c. Conservation Land, and Constrained or Sensitive Lands.

i. The Developer shall preserve open space, including all constrained or sensitive lands, within the Property as shown on the Preliminary Plat including those lands contained within conservancy lots all together identified hereby as "Conservation Land". All Conservation Land as identified in the Preliminary Plat shall be preserved by a permanent conservation easement in a form satisfactory to the City. The conservation easement shall be recorded concurrently with the recording of the final plat for the Project. If the Project is developed in phases, the conservation easement or easements shall be recorded in conjunction with the recording of the phase or phases with which the particular parcel of Conservation Land is associated; provided, however, that all such conservation easements must be recorded prior to or concurrently with the last phase of the Project. If no Conservation Land is associated with a particular plat, then a temporary open space easement shall be created as outlined in 4.c.ii.

ii. In conjunction with recordation of the first plat of the Project, an open space easement satisfactory to the City shall be created by separate document and recorded to cover a portion of the Property in a size and location acceptable to the City to be identified as "Temporary Open Space". This easement is temporary and may be terminated hereafter pursuant to the terms of said open space easement and upon recording a satisfactory conservation easement(s) in accordance with the Preliminary Plat and the provisions contained herein.

iii. The proposed Legacy Parkway abuts the east boundary line of the Property. It is contemplated that UDOT will construct a trail adjacent to the west side of the Parkway. The Developer shall construct a ten-foot-wide hard surface pedestrian access from the Project to the trail planned by UDOT (the "UDOT Trail Connection") as shown the preliminary plat for the Project. Fee title for the UDOT Trail Connection shall be deeded without cost to the City by Developer in those areas more particularly shown on the final plat for the affected phase for the corresponding phase of the Project. The Developer shall construct and/or bond for the UDOT Trail Connection concurrently with the recordation of the final plat in a manner and form acceptable to the City. The City will maintain the UDOT Trail Connection following conveyance of the same to the City.

iv. Land purchased by the Davis County School District as the site for the future location of the proposed Farmington High School abuts the south boundary line of the Property. The Developer shall construct a ten-foot-wide hard surface pedestrian access from the Project to the school district property (the "High School Trail Connection") as shown the preliminary plat for the Project. Fee title for the High School Trail Connection shall be deeded without cost to the Davis County School District by the Developer as more particularly shown on the final plat for the corresponding phase of the Project. The Developer shall construct and/or bond for the High School Trail Connection concurrently with the recordation of the final plat in a manner and form acceptable to the City. The Davis County School District will maintain the High School Trail Connection following conveyance of the same to the District.

d. Floodway or Flood Plain Protection. Developer shall obtain written approval and any required permits from Davis County Flood Control prior to recordation of the final plat of the Project, or any portion thereof.

e. Building Permits. The City shall not issue any building permit on any lot or for any unit within the Project until water, fully-operational fire hydrants, sewer and any utility located under the street surface, including necessary grading, storm drains and/or subsurface drainage facilities pursuant to a subdivision grading and drainage plan required and approved by the City for the Project, are installed by the Developer and accepted by the City and/or appropriate agencies. The City shall not issue any building permits on any lot within the Project until the Developer provides "as-built" drawings acceptable to the City which have been prepared and certified by an engineer licensed by the State of Utah for all

required public improvements related to the Project. Except as provided for in Section 12-2-045 of the Farmington City Code, no building permits shall be issued within the Project until the Developer provides continuous access to units or sites throughout the Project by a street or streets acceptable to the City with an all-weather asphalt or concrete surface sufficient to provide access for emergency vehicles. Developer hereby agrees to perform all work necessary to ensure that the streets will remain fully accessible at all times. The Developer agrees at the earliest time weather permits, to install, at Developer's sole expense, permanent hard surface material on all streets in the subdivision in accordance with the City's specifications.

f. Utilities and Infrastructure.

i. Developer shall install or cause to be installed natural gas, underground electrical service, sanitary sewer, culinary and pressure irrigation water supply systems, and storm drainage facilities as required by the City for the Project up to the boundary lines of the Project and any off-site improvements required to serve the Project. Such installations shall be done according to the reasonable and customary design and construction standards of the utility providers and the City Engineer.

ii. Developer shall make arrangements with and shall comply with the requirements of the Central Davis County Sewer District to provide public sanitary sewer service to the Project and all phases thereof.

iii. All off-site improvements will be constructed and installed in a timely manner in order to coincide with development of the various phases of the Project.

iv. Developer shall make arrangements with and shall comply with all of the requirements of the Weber Basin Water Conservancy District ("Weber Basin") to provide secondary water service to the Project. Developer shall obtain a full water allotment for the entire Property from Weber Basin prior to recordation of the final plat for the first phase of the Project. Developer shall construct secondary water lines and facilities for the Project in a manner acceptable to Weber Basin in order to ensure delivery of secondary water to all lots located within the Project.

v. All public improvements for the Project shall be constructed and installed at the Developer's sole expense in accordance with the City's construction standards and the City's Laws.

g. Grading and Drainage, Storm-water Run-off, Erosion Control, and Revegetation Plans. Developer shall provide a grading and drainage, erosion control and revegetation plans for the Project for review and approval by the City. These plans for the Project shall be prepared by a licensed engineer and landscape architect or other appropriate nursery professional mutually agreed upon by the parties. These plans shall identify the type and show the location of existing vegetation, the vegetation to be removed and method of

disposal, or stabilization measures to be installed while new vegetation is being established. All areas of the Project cleared of natural vegetation in the course of construction shall be replanted with vegetation possessing erosion control characteristics at least equal to the natural vegetation which was removed. Developer shall prepare an erosion control plan and implement best management practices (BMP's) altogether acceptable to the City designed to minimize erosion and displacement of soils from the site consistent with the City's Storm Water Management Plan. Developer shall post a bond acceptable to the City to ensure implementation of the grading and drainage, erosion control, and revegetation plans for the Project. The warranty period for this bond shall not be less than two growing seasons from the time the planting of the revegetation is complete .

The Farmington City Storm Drain Master Plan calls for a regional detention basin to be located in the vicinity of the Property. It is anticipated by the parties hereto that said regional detention basin will be constructed after the recordation of the final plat for the first phase of the Project. Until such time as the regional detention basin is constructed on the Property or off-site, the Developer shall provide a temporary retention basin acceptable to the City and designed appropriately to contain the storm water run-off from the first phase of the Project. The temporary retention basin will be constructed over and upon Lots 101 and 102 concurrently with the development of the first phase of the Project. Developer acknowledges and agrees that the temporary retention basin is not large enough to retain all the storm water run-off generated from the entire Project. In the event the regional detention basin is not built for any reason or if it cannot adequately serve the first phase or any other portions of the Project, than the temporary retention basin constructed pursuant to the provisions of this paragraph shall be a permanent retention basin. In the event the regional detention basin is constructed and can service the Project in its entirety, the temporary detention basin may, upon approval of the City, be thereafter eliminated by the Developer.

h. Easements. All appropriate easements, including temporary construction easements, for infrastructure improvements will be granted at no cost to the City and its contractors by the Developer and its successors and assigns for the construction of any public improvements required by the City. These easements shall be subject to the approval of the City Engineer and the City Attorney. Developer hereby agrees to grant and convey at no cost to the City a satisfactory easement for drainage pipes across the Property to be shown on and dedicated as part of final plats for each phase of the Project in locations mutually satisfactory to the City and the Developer. The City shall have the right to determine the amount of flows to be passed through the easement. The drainage easements shall provide for the flow of water and drainage over and through the Property at the locations specified in said easements.

i. Dedication and Donation. Prior to, or concurrent with, the recording of the final plat for the Project in the office of the Davis County Recorder, the Developer agrees to dedicate, transfer and voluntarily donate to the City all required easements for the purposes of constructing, installing, operating, maintaining, repairing and replacing public utilities and improvements located within the Project by the Developer. Developer will take such actions as are necessary to obtain release of any monetary encumbrances on any property to be

dedicated to the City at the time of final plat approval for the Project and to cause the owner of the Property to dedicate and donate the same without cost to the City.

j. Required Changes. If any revisions or corrections of plats or plans already approved by the City shall be required by any other governmental entity having jurisdiction or lending institutions involved in financing, the Developer and the City shall cooperate where appropriate to obtain or develop reasonable, mutually acceptable alternative plans or plats. Developer shall have the sole duty and responsibility to obtain approval from any other governmental entities having jurisdiction with respect to the Project as needed.

k. Construction Standards and Requirements. All construction shall be conducted and completed in accordance with the development standards of the City, the City's Laws and the terms of this Agreement. All required public improvements for the Project shall be constructed in accordance with the City's construction standards and shall be dedicated to the City. Prior to commencing any construction or development of any building, structures or other work or improvements within the Project, the Developer shall secure any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. Except for the City's obligations set forth in the parties' Sales Agreement, the Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules and regulations.

i. Security. Developer shall provide the City with security in a form satisfactory to the City to guarantee the installation and completion of all public improvements to be constructed by Developer within the Project and/or the Property or any portion thereof, as required in accordance with the City's Laws.

Security provided by the Developer shall also include funds to ensure revegetation acceptable to the City consistent with a revegetation plan prepared by Developer and approved by the City for all cuts and fills or any and all graded and disturbed areas related to the Project.

ii. Inspection by the City. The City may, at its option, perform periodic inspections of the improvements being installed and constructed by the Developer and its assigns or their contractors. No work involving excavation shall be covered until the same has been inspected by the City's representatives and/or the representatives of other governmental entities having jurisdiction over the particular improvements involved. Developer, or its assigns as the case may be, shall warrant the materials and workmanship of all public improvements installed by Developer and its contractors within the Project and to be dedicated to the City for a period of twenty-four (24) months from and after the date of final inspection and approval by the City of the improvements in that phase. All buildings shall be inspected in accordance with the provisions of the International Building Code.

iii. **Maintenance During Construction.** During construction, the Developer and the City and their contractors shall keep the Project and all affected public streets therein, free and clear from any unreasonable accumulation of debris, waste materials, mud, and any nuisances created by their actions, and shall contain their construction debris and provide dust and mud control so as to prevent the scattering via wind and/or water.

5. **Payment of Fees.** The Developer shall pay to the City all required fees in a timely manner. Fees shall be paid in those amounts which are applicable at the time of payment of all such fees, pursuant to and consistent with standard City procedures, requirements, adoption by City.

6. **City Obligations.** Subject to Developer complying with all of the City's Laws and the provisions of this Agreement, the City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City and to provide standard municipal services to the Project including, but not limited to, police and fire protection subject to the payment of all fees and charges charged or levied therefor by the City.

7. **Indemnification and Insurance.** Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than One Million Dollars (\$1,000,000) and naming the City as an additional insured.

8. **Right of Access.** Representatives of the City shall have the reasonable right of access to the Project and any portions thereof during the period of construction to inspect or observe the Project and any work thereon.

9. **Assignment.** The Developer shall not assign this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

10. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Developer: BK 3667 PG 160
RRR Ranch, LLC
Attn: Randall Rigby
245 South Cobblecreek Rd.
Farmington, Utah 84025

To the City: Farmington City
Attn: City Manager
130 North Main Street
Farmington, Utah 84025-0160

11. **Default.** In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default, the non-defaulting party may, at its election, have the following remedies:

- a. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.
- b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.
- c. The right to draw upon any security posted or provided in connection with the Project.
- d. The right to terminate this Agreement.
- e. The rights and remedies set forth herein shall be cumulative.

12. **Attorneys Fees.** In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorneys fee.

13. **Entire Agreement.** This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property and/or the Project, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Project, including any related conditions.

14. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

15. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent, or employee of the City shall be personally liable to the Developer, or any successor-in-

interest or assignee of the Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

16. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

17. **No Third-Party Rights.** The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

18. **Recordation.** This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.

19. **Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.

20. **Termination.** Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the Project is not completed within ~~three (3)~~ ^{five (5)} years from the date of this Agreement or in the event the Developer does not comply with the City's Laws and the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and/or to not approve any additional phases for the Project. Such termination may be effected by the City by giving written notice of intent to terminate to the Developer set forth herein. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. In the event Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

21. **Severability.** If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

22. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

“CITY”

FARMINGTON CITY

ATTEST:

Margy L. Lomax
City Recorder

By: [Signature]
Mayor



“DEVELOPER”

RRR Ranch, LLC

By: [Signature]
Its: Manager

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

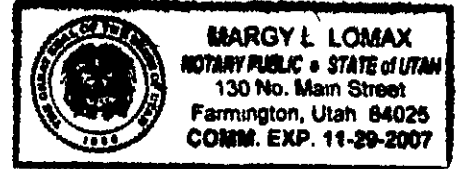
On the 13 day of July, 2004, personally appeared before me David M. Connors, who being duly sworn, did say that he is the Mayor of FARMINGTON CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said David M. Connors acknowledged to me that the City executed the same.

Margy L. Lomax
Notary Public
Residing at:

My Commission Expires:

11/29/07

Davis County, Utah



DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

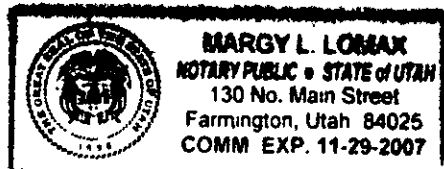
On this 9 day of 2004, personally appeared before me, Randy Rigby, who being by me duly sworn, did say that (s)he is a managing member of RRR Ranch L.L.C, a Utah Limited Liability Company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledgment to me that said limited liability executed the same.

Margy L. Lomax
Notary Public
Residing at:

My Commission Expires:

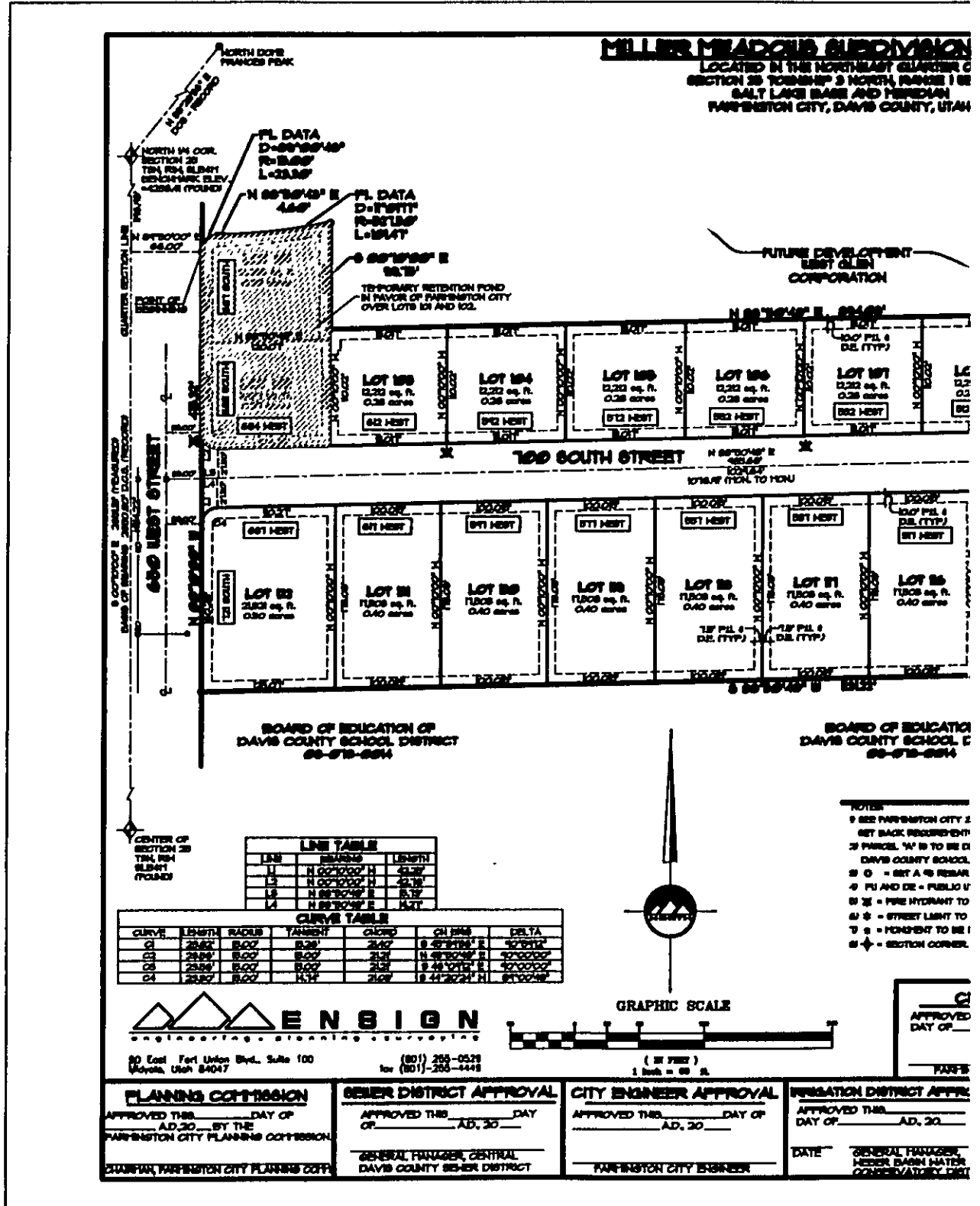
11/29/07

Davis County, Utah

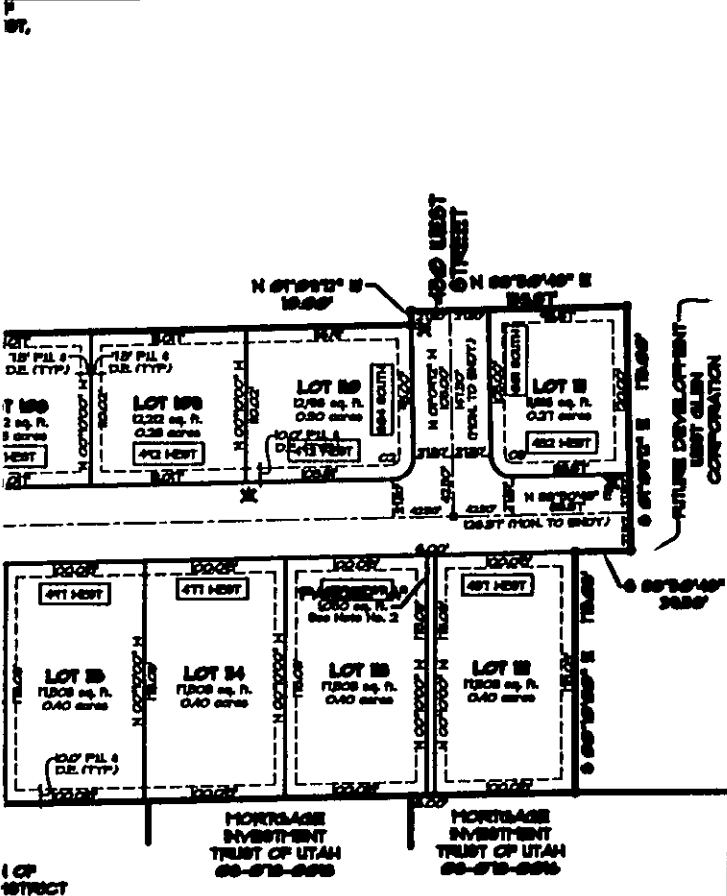


Property Description

Preliminary Plat



PHASE I



SURVEYOR'S CERTIFICATE

I, Keith R. Russell do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 16-4586 as prescribed under laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land shown on this plat and described herein, and have subdivided said tract of land into lots and streets, hereinafter to be known as MILLER MEADOWS SUBDIVISION PHASE I, and that the same has been accurately surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

SURVEYOR'S NARRATIVE

I, Keith R. Russell do hereby state that I am a Registered Professional Land Surveyor and that I hold certificate no. 16-4586 as prescribed by the following of the State of Utah and represent that I have made a survey of the following described property. The purpose of this survey is to define the boundary of the subdivision known as Miller Meadows Subdivision Phase I. The property which the boundary has been subdivided into lots and streets and approved by Paragon City for recording as single-family subdivision lots.

PROPERTY DESCRIPTION

Beginning at a point on the east line of 600 West Street, said point being South 0°12'00\"/>

Contains 428,888 square feet, 9.764 acres, 22 lots.

Date: Keith R. Russell, License No. 16-4586

OWNER'S DEDICATION

Know all men by these presents that, the undersigned owner (s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as the MILLER MEADOWS SUBDIVISION PHASE I do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use.

In witness whereof, have hereunto set this _____ day of _____ A.D., 20____

ACKNOWLEDGMENT

STATE OF UTAH) S.S.
County of Davis)
On the _____ day of _____ A.D., 20____, personally appeared before me, the undersigned Notary Public, in and for said County of Davis in said State of Utah, the signer(s) of the above Owner's dedication, _____ in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned.

BY _____ NOTARY PUBLIC
RESIDING IN DAVIS COUNTY

MILLER MEADOWS SUBDIVISION PHASE I

LOCATED IN THE NORTHEAST QUARTER OF SECTION 26 TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASIN AND PARAGON PARK-BENICHI CITY, DAVIS COUNTY, UTAH

MINIMUM CLEARANCE FOR BUILDING TO BE MAINTAINED TO THE BOARD OF EDUCATION DISTRICT AS A PEDESTRIAN HALFWAY AND GAP AT EACH PROPERTY CORNER. UTILITY AND DRAINAGE BASEMENT TO BE INSTALLED. TO BE INSTALLED. TO BE INSTALLED.

CITY MAYOR
AS TO FORM THIS _____ A.D., 20____

CITY ATTORNEY APPROVAL
APPROVED AS TO FORM THIS _____ DAY OF _____ A.D., 20____
PARAGON CITY ATTORNEY

ACKNOWLEDGMENT
STATE OF UTAH) S.S.
COUNTY OF DAVIS)
ON THE _____ DAY OF _____ 20____ PERSONALLY APPEARED BEFORE ME _____ WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT _____ IS/ARE THE _____ OF _____ AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID _____ BY AUTHORITY OF _____ AND THE SAID _____ ACKNOWLEDGED TO ME THAT SAID _____ EXECUTED THE SAME.
MY COMMISSION EXPIRES _____ NOTARY PUBLIC
RESIDING IN _____

CITY COUNCIL APPROVAL
PRESENTED TO THE CITY COUNCIL OF PARAGON CITY UTAH THIS _____ DAY OF _____ A.D., 20____ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
PARAGON CITY RECORDER CITY MAYOR

RECORDED
STATE OF UTAH, COUNTY OF DAVIS, RECORDED AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____
DAVIS COUNTY RECORDER
JOB NO. 88-24

Note: 255-4449 ; 255-0529

nw 25 3N-1W

pt 08-078 -0053,0054

08-078 -0055,0025

all Miller Meadows 1

08-344 -0101 to 123

BK 3667 PG 168

EXHIBIT "A"

0168

LJLD	LAND INDEX SYSTEM	LEGAL DESCRIPTION
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SERIAL# 08-078-0028	ACRES 52.72 ACRES	PAGE 1.	INFO DATE 07/28/2004
TAX NAME 2005: WEST GLEN COPP			
PROP. ADDRESS: 523 SOUTH 650 WEST FARMINGTON			

LEGAL DESCRIPTION: DELETED 11/05/2003 FDP YR 2004

BEG 992' FT W, 266 FT S FT NE COR OF SLC 25 T3N-R1W, SLM, W 327 FT, S20 CHS, E 327 FT, N 1313 FT TO BEG. ALSO BEG 266 FT S 716.1 FT W FT NE COR OF SEC 25 T3N-R1 W, SLM, W 200 FT, S 1313 FT, E 363 FT, N 656.7 FT, E 56 FT N 16'45' W 686.4 FT TO BEG. ALSO BEG 1 CH E, 4.12 CHS S FT NW COR OF NE 1/4 OF SEC 25 T3N-R1W, SLM, S 841.78 FT, TH E 600 FT; TH S 500 FT; E 711.42 FT, N 20 CHS, W 20.20 CHS TO BEG . CONT. 53.22 ACRES. >LESS & EXCEPTING: BEG AT A PT ON THE E LINE OF TIPPET'S LANE, SD PT BEING N 89 56'05" E 66.05 FT ALG THE SEC LINE TO THE E LINE OF TIPPET'S LANE & S 0 10'00" E 371.66 FT ALG THE E LINE OF TIPPET'S LANE FR THE N1/4 COR OF SLC 25-T3N-R1W, SLM; & RUN TH N 89 55'45" E 220.00 FT; TH S 0 10'00" E 100 .00 FT, TH S 89 55'45" W 220.00 FT TO THE E LINE OF TIPPET'S LANE; TH N 0 10'00" W 100.00 FT ALG THE E LINE OF TIPPET'S LANE TO THE POB. CONT. .0.50 ACRES

TOTAL ACPEAGE CONT. 52.72 ACRES

25