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Office of the Davis County Recorder



Continued on Page 2

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RICHARD T. NAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/31/2020 03:17 PM
FEE \$0.00 Pgs: 11
DEP RT REC'D FOR FARMINGTON CITY C
ORP

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 Agreement
(Document Type)

08-060-0029 ✓
Tax Serial Number(s)

**Memorandum of Understanding for Benson's Property at 1293 WEST BURKE LANE
(Parcel 080600029) DATED: 08/24//2020**

This Memorandum of Understanding (this "MOU") is entered into by and between Michael and Christie Benson (collectively "Benson") and the Farmington City (the "City").

- A. Benson owns that certain property located at 1293 Burke Lane, Farmington, Utah 84025 (APN 080600029) (the "Property"). See Exhibit B for Legal description.
- B. Beginning Summer of 2020, the City desires to construct, at the City's sole cost and expense, the following roadway improvements to Burke Lane (collectively the "Burke Lane Improvements") as shown on the site plan attached hereto as Exhibit "A" (the "Site Plan"): (1) install an intersection on Burke Lane near or at the Property with all signals and associated control equipment and roadway improvements thereto; (2) widen Burke Lane such that the back of curb remains in the existing right-of-way; (3) cut and install a portion of the New Road (defined in paragraph C below) on the Property; and (4) stub a secondary water line along Burke Lane at the Property for Benson's use (obtaining a meter and service will need to be set up with weber basin water conservancy district by Benson); (5) install larger secondary and culinary water stubs off future 1300 West to accommodate future development. MB DEP
- C. The City also desires to construct, at the City's sole cost and expense and without re-imbursement from Benson, a new city road (Future 1300 West) along the entire length of the western property line of the Property, including all curb and gutter and public utilities (defined as sewer, storm drain, culinary water, and secondary water) and stubs of all public utilities to the Property located along the eastern side of road nearest to the Property (the "New Road Improvements"). The City hereby agrees to complete the full width of the New Road Improvements (back of curb to back of curb) along the entire western property line of the Property by no later than January 1st 2024. In the event Benson elects to develop the Property before January 1st 2024 and elects to install the New Road Improvements, the City shall reimburse Benson for the cost thereof. Provided, however, the City will have the opportunity to review the bid beforehand and decide whether to have Benson proceed with the construction of the New Road Improvements or utilize a City designated contractor. The Burke Lane Improvements and the New Road Improvements are collectively referred to herein as the "Improvements". The Improvements shall be constructed at the City's sole cost and expense without reimbursement from Benson at any time now and in the future. Impact fees are still to be assessed on development at the time of building permit issuance for any future development approved on the Property. No part of this agreement exempts fees for development per the City's consolidated fee schedule on the parcel more fully described as Exhibit B.
- D. During the construction of the Burke Lane Improvements, it is understood that the City will damage and/or remove a portion of the existing driveway located on the Property. In lieu of driveway repair, the City shall stub a secondary water connection to the Property along Burke Lane near the existing culinary connection to the Property as listed above as well as larger secondary and Culinary water stubs along future 1300 West road to the Property to accommodate future development of the Property at such time the road is built. At all times, the City shall maintain a safe, compacted, and clean, vehicular access for Benson and any guests, licensees, and invitees to the Property over the Benson driveway, or on-site alternate route, if necessary, during and after construction of the Improvements, provided however that the alternate on site route must be agreed upon by both parties prior to damaging existing driveway. During the

construction of the New Road Improvements, it is understood that the city will damage and alter a portion of the Property and installation may require relocation of existing utilities and driveway. Any necessary driveway or utility relocation will be investigated, designed, and planned by the City and agreed to in advance by both parties prior to the installation of New Roadway Improvements to minimize interruption in service to the Property. The City hereby agrees to restore the remaining Property not used for road construction to its original condition without delay and at the City's sole cost and expense without reimbursement from Benson at any time now and in the future. Restoration shall include but not be limited to all backfill material, grading, seeding, irrigation, gates, and fencing, necessary to restore the Property to a safe, clean, condition, substantially fit for use the same as the Property sits today. Construction practices shall be performed in a manner that preserves the existing topsoil and minimizes footprint of disturbed land upon completion of the work. No hazardous materials or materials that may pose a hazard to persons or the environment or pose a contamination risk to the Property may be stored on the property at any time during construction of The Improvements. All equipment used must be in good condition such as not to pose any risk of environmental impact. Any accident or activity resulting in a release of hazardous material to the environment or any other type of damage shall be the sole responsibility of the City. Any accident or release shall be reported to Benson immediately and without delay and City shall act immediately and without delay to minimize additional impact and begin cleanup and mitigation to the satisfaction of Benson. All costs associated with mitigating such impact will be borne solely by the City without reimbursement from Benson at any time now and in the future. Construction activities on the Property shall comply with OSHA regulations and be executed in a safe and prudent manner. Excavations left unmanned or left open overnight during construction shall be properly shored, sloped, or benched and properly barricaded.

- E. In consideration for the Improvements, Benson agrees to do the following: (1) upon completion of all of the Improvements, dedicate to the City, pursuant to a separate agreement, a total of 28' of the Property along the total western property line of the Property for the New Road Improvements; (2) prior to the dedication, provide the City with a license to use a portion of the northwest corner of the Property for the Burke Lane Improvements, and to dedicate the same to the City upon completion of all of the Improvements pursuant to that separate agreement listed in E(1) above; (c) grant to the City upon completion of the Improvements a public utility easement along the entire northern most property line of the Property extending from back of curb to the lesser of not more than 10 feet, or back of future sidewalk ; and (d) grant to the City upon completion of the Improvements a public utility easement along the western most property line of the Property extending from back of curb to the lesser of not more than 10 feet, or back of future sidewalk, as determined following the dedication required for the New Road Improvements.
- F. It is understood that the Improvements will facilitate future development of the Property. Any future site plans or Sub-Project Master Plan Submissions by Benson, their successors, and assigns shall take into account the New Road Improvements and future public utility easements listed above and attached as Exhibit "A" unless otherwise agreed to in advance by both parties in writing.
- G. This MOU is binding on the parties hereto and their successors, and assigns, and shall run with any transfer or conveyance of the Property.

SIGNATURES ON FOLLOWING PAGES

Respectfully,

FARMINGTON CITY

David E. Petersen

David Petersen, Community Development Director

Date 8/27/2020

Chad W. Boshell

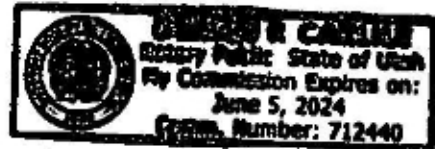
Chad Boshell, ACM/City Engineer

Date 8-27-2020


STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 27th day of August, 2020, before me DeAnn Carlite, a notary public, personally appeared David E. Petersen & Chad Boshell, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to in this document, and acknowledged (he/she/they) executed the same.

DeAnn Carlite
Notary Public




BENSON



MICHAEL R. BENSON,

Date 08/27/2020




CHRISTIE N. BENSON,

Date 8/27/2020

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 27th day of August, 2020, before me DeAnn Carlile, a notary public, personally appeared Michael R. Benson & Christie N. Benson, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to in this document, and acknowledged (he/she/they) executed the same.



Notary Public

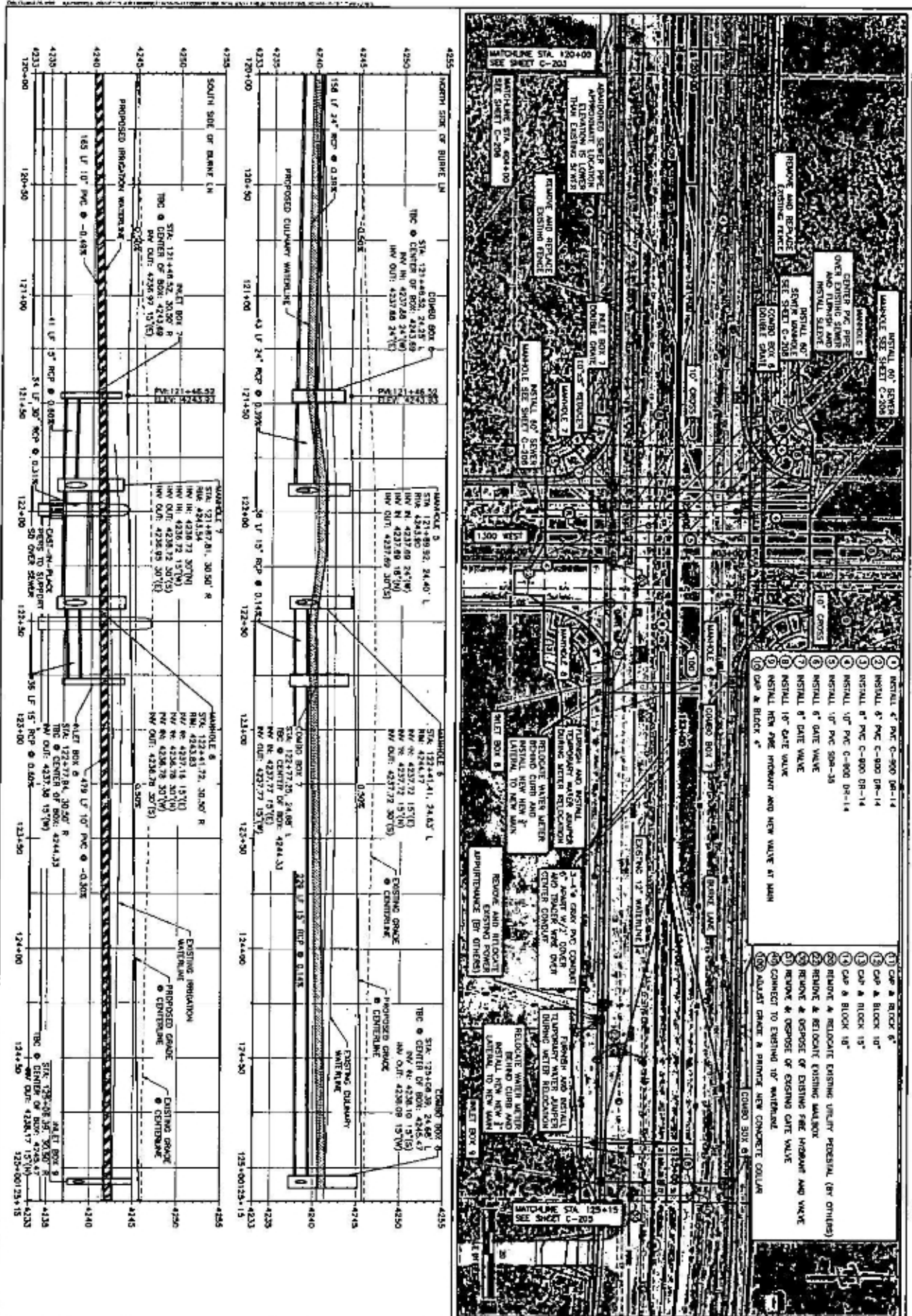


EXHIBIT "A"
SITE PLAN

See Attached

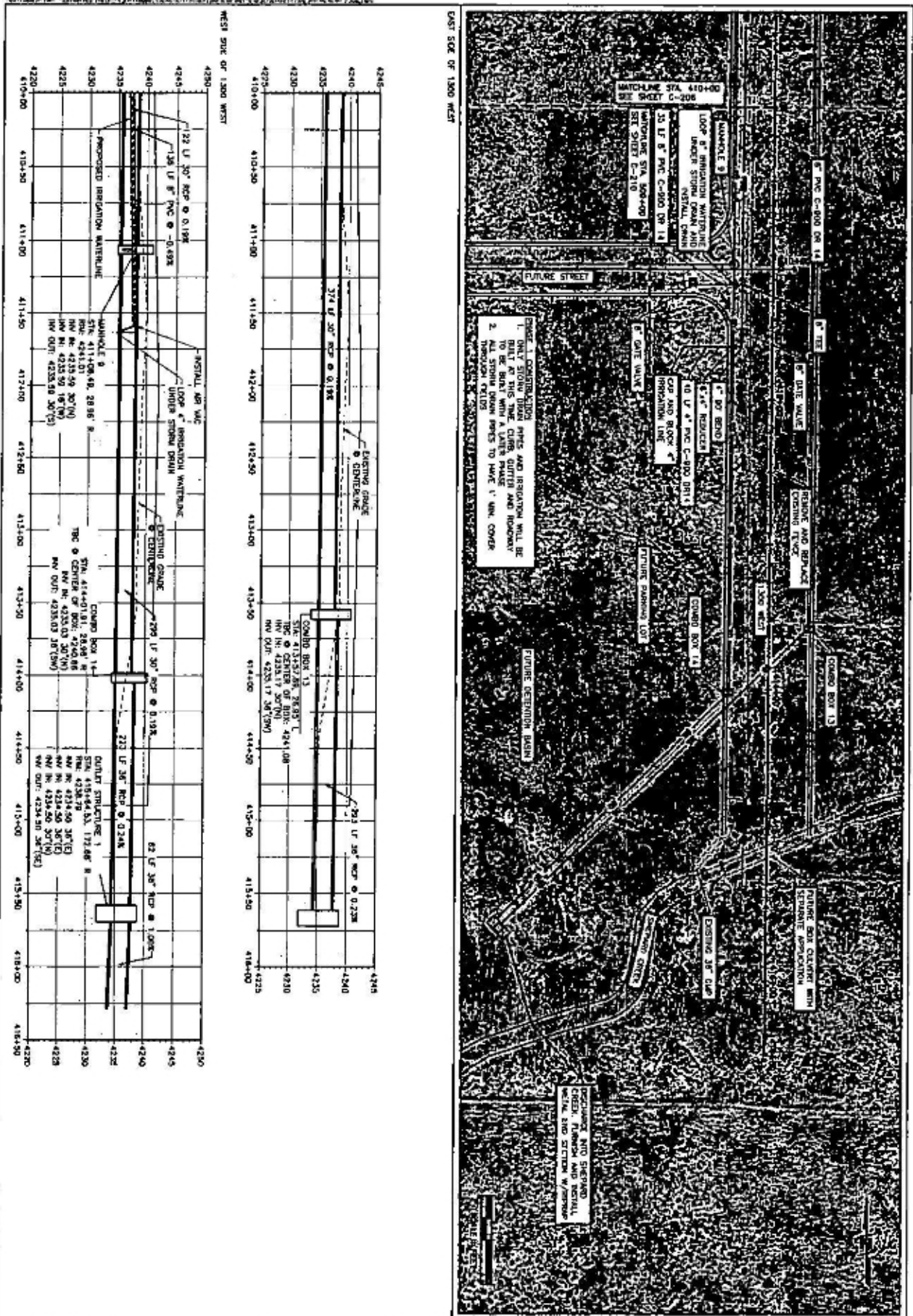
EXHIBIT "A"
SITE PLAN

EXHIBIT 'A' (1)



<p>C-204</p> <p>DESIGNED BY: JUB ENGINEERS, INC.</p> <p>DRAWN BY: JUB ENGINEERS, INC.</p> <p>CHECKED BY: JUB ENGINEERS, INC.</p> <p>DATE: 12/15/11</p>	<p>BURKE LANE ROADWAY DESIGN FARMINGTON CITY CORPORATION</p> <p>BURKE LANE UTILITY PLAN STATION 120+00 TO STATION 125+15</p>	<p>JUB ENGINEERS, INC. 488 North 900 West Kaysville, Utah 84037</p> <p>Phone: 801.547.0793 Fax: 801.547.0792 www.jub.com</p>	<p>JUB ENGINEERS, INC.</p>
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EXHIBIT "A" (2)



BURKE LANE ROADWAY DESIGN
FARMINGTON CITY CORPORATION

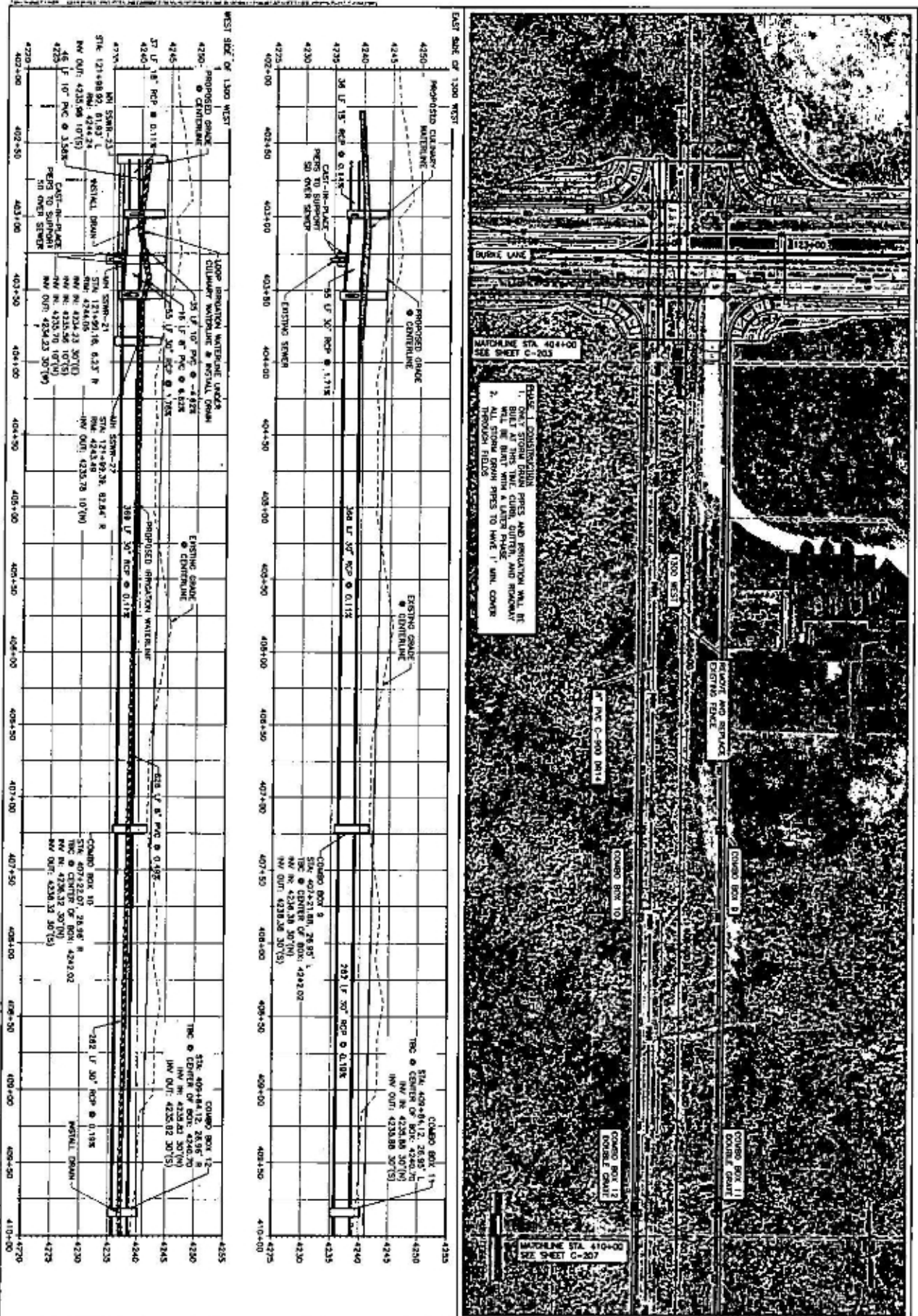
1300 WEST
UTILITY PLAN
STATION 410+00 TO STATION 416+50

JUB ENGINEERS, INC.
466 North 900 West
Kaysville, Utah 84037
Phone: 801.547.0293
Fax: 801.547.0221
www.jub.com

JUB ENGINEERS, INC.

C-207

EXHIBIT A (3)



CLASS I CONSTRUCTION
1. ONLY STORM DRAIN PIPES AND INVERTION WILL BE BUILT AT THIS TIME. CURB, GUTTER, AND ROADWAY SHALL BE BUILT AT A LATER DATE.
2. ALL STORM DRAIN PIPES TO HAVE 1" MIN. COVER THROUGH FIELDS

<p>C-206</p>	<p>BURKE LANE ROADWAY DESIGN FARMINGTON CITY CORPORATION</p>	<p>1300 WEST UTILITY PLAN STATION 402+00 TO STATION 410+00</p>	<p>JUB ENGINEERS, INC. 466 North 500 West Kaysville, Utah 84037 Phone 801.547.0203 Fax 801.547.0297 www.jub.com</p>	<p>JUB LIFE PROFESSIONAL, INC.</p>

EXHIBIT "B"
LEGAL DESCRIPTION OF THE "PROPERTY"

See Attached

Benson: 4.85 acres

LEGAL DESCRIPTION

Beginning on the Northwest Corner of Lot 12, Block 27, Big Creek Plat Farmington Townsite Survey, which point is South $89^{\circ}45'48''$ West 1369.01 feet along the section of line and North $0^{\circ}20'03''$ West 1444.78 feet from the Southeast Corner of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah and running thence south $89^{\circ}41'35''$ East 213.32 feet along the South line of Burke Lane; thence South $0^{\circ}20'03''$ East 990.0 feet: thence North $89^{\circ}41'35''$ West 213.32 feet; thence North $0^{\circ}20'03''$ West 990 feet to the point of beginning.