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DEVELOPMENT AGREEMENT
FOR THE
FARMINGTON RANCHES EAST SUBDIVISION

Boyer Wheeler Farm LLC

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 27TH day of ~~January~~ ^{APRIL}, 2004, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and Boyer Wheeler Farm L.C, a Utah Limited Liability Company referred to as the "Developer."

RECITALS:

A. Developer owns or is acquiring 27.86 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 has filed an application with the City for approval of Developer's project on the Property as a conservation subdivision. Developer's project shall be known as the Farmington Ranches East Subdivision (the "Project"), which shall consist of up to but not to exceed 55 lots or dwelling units.

C. 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 standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").

D. The Project will be developed as a conservation subdivision. The City has included in this Agreement various conditions that must be satisfied in order to allow development of the Project.

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 for design and development of the Property and the Project in addition to those contained in the City's Laws.

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.

E 1997592 B 3569 P 576
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2004 JUN 25 1:32 PM FEE 108.00 DEP LHL
REC'D FOR FARMINGTON CITY CORP

*Farmington Ranches East
08-331-0001 thru 0061
Photo: C.A. Records*

2. **Plat.** The Developer shall develop the Project on the Property as a conservation subdivision as residential lots with approximately 10.33207 acres as conservation land and/or constrained or sensitive lands (wet lands) in accordance with the approved final plat, which plat is attached hereto as **Exhibit "B"** and by this reference is made a part hereof (the "Final Plat").

The Project must be developed in strict accordance with the approved Final Plat. No amendments or modifications to the Final Plat shall be made by the Developer without the written approval of the City being first obtained.

3. **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 designed and developed in accordance with the City's Laws, the Final Plat, engineering standards, and this Agreement.

b. **Streets and Related Improvements.**

i. Developer will design and construct and/or improve and dedicate to the City the streets shown on the Final Plat for the Project including the right-of-way dedication of an additional 7 feet on the north side of Clark Lane running the entire length of the Project. Construction and/or improvement of the streets within the Property shall include all curb, gutter, paving, sidewalks, park strips and related utilities. Developer will design and construct the north one-half of Clark Lane, including curb, gutter, roadbase and asphalt and related utilities. The design plans and specifications shall be submitted to the City Engineer for review and approval prior to the commencement of any construction. No sidewalk shall be required on the north side of Clark Lane. In lieu of this requirement, the Developer shall construct a shoulder on the north side of the curb and gutter and will hydroseed the same in a manner acceptable to the City and to make the same suitable as a riding surface for equestrian users. All construction and improvement shall be in accordance with City-approved design and construction standards and requirements. Prior to construction, plans and specifications shall be reviewed and approved by the City Engineer.

ii. Developer shall post a surety bond acceptable to the City for the streets shown on the Final Plat including portions of the north half of Clark Lane (100 North Street) described herein abutting the Project prior to recordation of the Final Plat for the Project to ensure that these street are fully improved.

iii. Clark Lane is identified as a Major Collector on the City Master Transportation Plan. A drawing illustrating the proposed future 80 foot wide cross section for this right-of-way is attached hereto as **Exhibit "C"** and by this reference is made a part hereof. When both sides of Clark Lane are developed the asphalt will be 52 feet in width. The Developer shall be responsible for improving the northerly

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~~33.5~~ feet of the asphalt portion of the right-of-way including ³²underground utilities, sub-grade and road base course acceptable to the City. Said ~~33.5~~ feet of asphalt will transition into the asphalt now existing as part of Clark Lane as approved by the City.

Contemporaneously with the recordation of the Final Plat, the City and Developer shall enter into the reimbursement agreement attached hereto as **Exhibit "D"** and by this reference is made a part hereof whereby the City shall reimburse the Developer for the cost of the southerly 15 feet of the required ~~33.5~~ foot asphalt portion of Clark Lane described hereinabove. ³²

iv. 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. Trails, Conservation Land, and constrained or Sensitive Lands.

i. Except for the Trail Connection described below, the open space areas shall be conveyed in title to a homeowners association (the "HOA") or other entity acceptable to the City which shall maintain them as private property. Developer shall prepare and submit to the City a maintenance plan for all areas to be maintained by the HOA (the "Maintenance Plan"). The Maintenance Plan shall be set forth in the Covenants, Conditions and Restrictions (CC&R's) for the Project. The HOA shall maintain all of the aforesaid areas and facilities within the Project in accordance with the Maintenance Plan. If the HOA fails to perform its maintenance obligations under the maintenance plan for any reason, the CC&R's shall provide that the lot owners and unit owners shall be obligated to maintain the aforesaid areas and facilities within the Project in accordance with the Maintenance Plan. All conservation land and constrained or sensitive lands within the Project shall be preserved by a permanent conservation easement in a form satisfactory to the City which prohibits future development thereof and defines the range of permitted activities acceptable to the City, which conservation easement shall be recorded at the time of recording the final plat of the Project.

ii. The old Denver Rio Grande Western Railroad right-of-way now owned by the Utah Transit Authority (UTA) abuts the east Property line of the Project. It is contemplated that UTA, in cooperation with Farmington City, will convert the old railroad right-of-way into a trail. The Developer shall provide a ten-foot-wide hard surface pedestrian access from the Project to the trail planned by UTA (the "Trail Connection"). Fee title for the Trail Connection shall be deeded without cost to the City by Developer in those areas more particularly shown on the Final Plat. The Developer shall construct and/or bond for the "Trail Connection" concurrently with the recordation of the Final Plat by a surety bond acceptable to the City. The City will maintain the Trail Connection following conveyance of the same to the City.

iii. The Developer has received approval from the City to develop 55 lots on the Property. As part of this approval three of the 55 lots are required to be transferred from a property located off site (the "Transferring Property"). The Transferring Property, located at approximately 500 South 1525 West and identified by the Davis County Tax I.D. #08-081-0005, contains of 16.47 acres and is more particularly illustrated and described in **Exhibit "E"** attached hereto and by this reference made a part hereof.

One single-family home along with related accessory buildings may be constructed on the Transferring Property in compliance with the City Law's. Notwithstanding this, all land within the Transferring Property shall be preserved by a permanent conservation easement in a form satisfactory to the City which prohibits future development thereof and defines the range of permitted activities acceptable to the City, which conservation easement shall be recorded at the time of recording the final plat of the Project.

iv. Developer shall obtain all required permits from the U.S. Army Corps of Engineers prior to the development of the Project. Any plans to mitigate wetlands from the Property shall be provided by the Developer to the City during the subdivision process.

d. 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.

e. 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, all as shown on the improvements drawings for 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.

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

iv. Developer shall make arrangements with and shall comply with all of the requirements of the Weber Basin Water Conservancy District to provide secondary water service to the Project. Where appropriate, 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 properties located within the Project.

v. Except as expressly provided otherwise herein, 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.

vi. The storm drainage facility adjacent to Clark Lane (the "Clark Lane Storm Drain") is identified as a system improvement on the Farmington City Storm Drainage Master Plan. Developer hereby agrees to design and construct, or cause to be constructed, the Clark Lane Storm Drain at Developer's expense. The design plans and specifications shall be submitted to the City Engineer for review and approval prior to the commencement of any construction. The City shall reimburse Developer for the actual, reasonable costs of constructing the Clark Lane Storm Drain by granting a prepaid credit to the Developer for Developer's Project storm water facility impact fees due and owing to the City at the time of final plat recordation and reimbursing Developer for that portion of the costs of the Clark Lane Storm Drain which exceed the credit amount all in accordance with the reimbursement agreement attached hereto as Exhibit "D".

f. Easements and Deeds. 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 shall convey by special warranty deed without cost to the City Parcel F adjacent to Clark Lane as shown on the Final Plat. Maintenance of Parcel F shall be the responsibility of the City. The City shall use Parcel F for storm water run-off and stream

channel purposes, including any necessary dredging, clearing or unplugging of drainage outlets, and other maintenance responsibilities directly related to the storm drainage facility. The City shall have the right to determine the amount of flows to be passed through Parcel F provided that such flows do not increase the wetlands within the Project.

g. Dedication or Donation. Developer will install improvements within the Project located on the Property as provided in this Agreement. Developer shall make or cause the owner of the Property to make such dedication or donation of the Trail Connection as shown the Final Plat to the City all without cost to the City. The Developer shall make or cause to be made dedication and donation of land and improvements as provided herein on a voluntary basis as a contribution to the City and hereby expressly waives and releases any claims for compensation therefor from the City, except for the performance of the provisions of this Agreement. Concurrent with the recordation of the Final Plat for the Project, Developer and the owner of the Property will dedicate or cause to be dedicated, transferred and donated to the City all required easements for the purpose of constructing, installing, operating and maintaining public utilities and improvements of every nature and kind as determined by the City. 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 and/or site plan approval for that portion of the Project and to cause the owner of the Property to dedicate and donate without cost to the City.

h. 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.

i. Final Plat. The City shall determine if the Final Plat complies with all applicable requirements. In addition, the Developer shall submit to the City specific improvements that are to be installed on-site and off-site, together with any other documents required by the City such as restrictive covenants, articles of incorporation for homeowners' associations, and like matters. Development improvements shall include those required by the construction standards of the City, the City's Laws and this Agreement. Following the obtaining of the required signatures on the Final Plan, the Final Plat for the Project shall be recorded by the City in the office of the Davis County Recorder.

j. City's Right of Review. The City shall review Developer's Final plat, improvement drawings, and related documents in accordance with the established procedures of the City governing such reviews. Review shall be conducted for the purpose of determining whether the Final Plat, improvement drawings and other documents submitted by the Developer comply with the requirements of the City and the terms of this Agreement. In the event the City determines that the Final Plat, site plans or other documents do not comply, the City will advise the Developer in writing of the changes necessary to comply.

The Final Plat approved by the City shall comply in all respects with the City's Laws, unless modified by this Agreement.

k. Conditions, Covenants and Restrictions.

i. Prior to the recording of the Final Plat for the Project or any portion thereof, the Developer shall prepare and submit to the City for review and approval conditions, covenants and restrictions (the "CC&R's") to provide for the following:

(1) Architectural Review Committee. The CC&R's shall establish an architectural review committee for the purpose of preserving the quality of all development and maintenance of private and common properties in the Project. The CC&R's shall establish the structure, procedures, authorities and remedies of the architectural review committee. No home or unit will be constructed without the approval of design themes, plans, elevations and materials by the architectural review committee.

(2) Miscellaneous Items. The CC&R's will address, as a minimum, open space maintenance not covered by the City including wetland maintenance.

(3) Architectural Design Guidelines, Development Guidelines and Approval. The CC&R's shall establish architectural design guidelines, development guidelines and procedures to be administered by the architectural review committee. The aforesaid guidelines shall pertain to architecture, elements of site planning, transportation and access, building design, subsurface water drain systems, storm water management, service, trash, storage, screening, lighting, signs, construction activities and maintenance for common areas and open space within the Project. The CC&R's shall comply with the requirements of the City's Laws pertaining thereto.

l. Construction Standards and Requirements. All design and 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 designed and constructed in accordance with the City's design and 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. The Developer shall design and 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 a surety bond in a form satisfactory to the City to guarantee the installation and completion of all public

improvements located within any portion of the Project and/or the Property or any portion thereof, as required by the City in accordance with the City's Laws.

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 within the Project or any phase thereof 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 its assigns 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, and shall contain construction debris and provide dust and mud control so as to prevent the scattering via wind and/or water.

4. **Payment of Fees.** Except for any prepaid credit granted herein, 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.

5. **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 by the Developer or its assigns and acceptance of the same by the City and to provide standard municipal services to the Project including police and fire protection subject to the payment of all fees and charges charged or levied therefor by the City.

6. **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 done thereon or act of omission 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.

7. **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.

8. **Assignment.** The Developer shall not assign this Agreement or any rights or interests herein without the prior written consent of the City. Developer may assign this Agreement to a related entity without City approval. "Related entity" shall include an entity in which Developer, its principals, and/or partners of Developer's manager, owns a beneficial interest of at least fifty percent (50%).

9. **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: The Boyer Company
 Attn: Dick Moffat
 90 South 400 West, Suite 200
 Salt Lake City, Utah 84101

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

10. **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.

11. **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.

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

13. **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.

14. **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.

15. **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 (if any assignments are allowed as provided herein).

16. **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.

17. **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) 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.

18. **Severability.** If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision hereof, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application

thereof, and each such provision shall be deemed to be effective, operative and entered into in the manner and to the full extent permitted by applicable law.

19. **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.

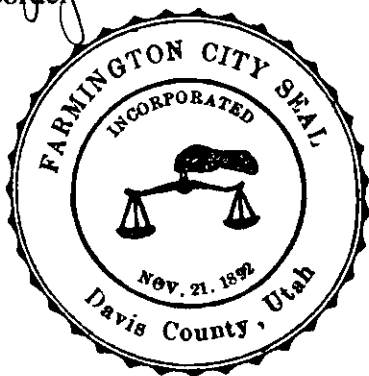
"CITY"

FARMINGTON CITY

ATTEST:

Margy L. Lomas
City Recorder

By: [Signature]
Mayor



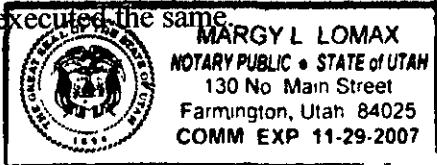
"DEVELOPER"

By: [Signature]
H. Roger Boyer
Managing Member

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:SS.
COUNTY OF DAVIS)

On the 28th day of April, 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:

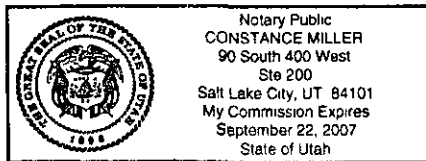
11/29/07

Davis County, Utah

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
: SS.
COUNTY OF DAVIS)

On this 27th day of APRIL, 2004, personally appeared before me, H. ROGER BOYER, who being by me duly sworn, did say that he is the Member of BOYER WHEELER FARM L.C., a UTAH LIMITED LIABILITY COMPANY, and that the foregoing instrument was duly authorized by the BOYER WHEELER FARM L.C. at a lawful meeting held by authority of its operating agreement and signed in behalf of said BOYER WHEELER FARM L.C.



Constance Miller
NOTARY PUBLIC

My Commission Expires:

9-22-2007

Residing at:

Salt Lake County

EXHIBIT "A"**BOUNDARY DESCRIPTION****Farmington Ranches East Subdivision**

Beginning at a point that is South 00°09'05" East 861.42 feet (along the center of section line) from the North Quarter Corner of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running thence South 89°23'47" East 788.40 feet to the west right of way line of the old Denver & Rio Grande Railroad; thence South 34°42'05" East 1226.12 feet along said right of way to the north right of way line of Clark Lane; thence along said north right of way of Clark Lane the following three courses; thence North 89°47'21" West 59.90 feet; thence North 89°23'11" West 1423.92 feet to the center of section line; thence North 89°23'11" West 77.88 feet to the east right of way line of 1525 West Street, thence North 00°01'53" East 1000.82 feet along said east right of way; thence South 89°23'47" East 74.69 feet to the point of beginning.

Contains 27.86 acres, 55 Lots

E 1997

GENERAL NOTES:

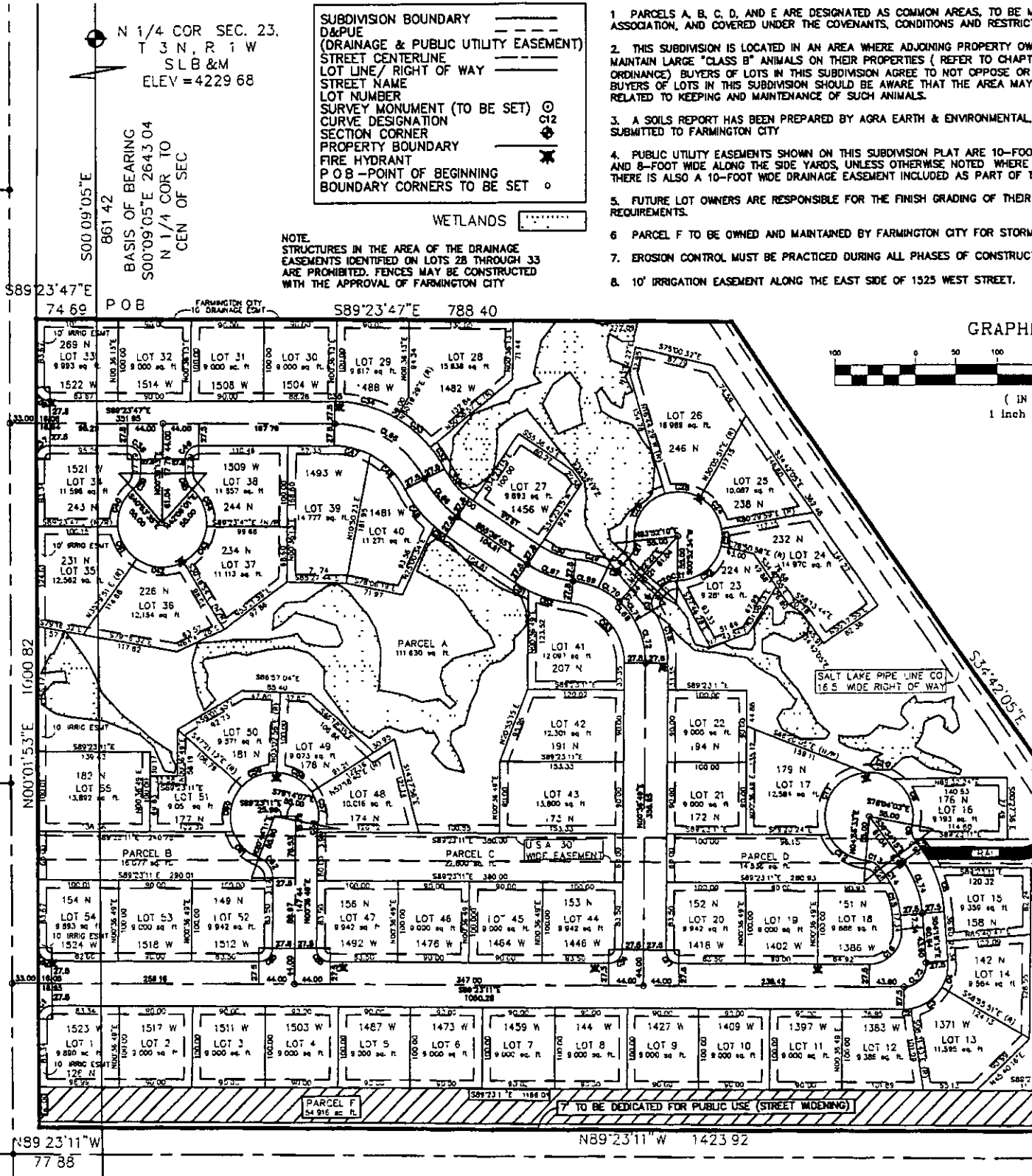
1. PARCELS A, B, C, D, AND E ARE DESIGNATED AS COMMON AREAS, TO BE W/ ASSOCIATION, AND COVERED UNDER THE COVENANTS, CONDITIONS AND RESTRICTI
2. THIS SUBDIVISION IS LOCATED IN AN AREA WHERE ADJOINING PROPERTY OWN MAINTAIN LARGE "CLASS B" ANIMALS ON THEIR PROPERTIES (REFER TO CHAPTE ORDINANCE) BUYERS OF LOTS IN THIS SUBDIVISION AGREE TO NOT OPPOSE OR I BUYERS OF LOTS IN THIS SUBDIVISION SHOULD BE AWARE THAT THE AREA MAY RELATED TO KEEPING AND MAINTENANCE OF SUCH ANIMALS.
3. A SOILS REPORT HAS BEEN PREPARED BY AGRA EARTH & ENVIRONMENTAL, SUBMITTED TO FARMINGTON CITY.
4. PUBLIC UTILITY EASEMENTS SHOWN ON THIS SUBDIVISION PLAT ARE 10-FOOT AND 8-FOOT WIDE ALONG THE SIDE YARDS, UNLESS OTHERWISE NOTED WHERE F THERE IS ALSO A 10-FOOT WIDE DRAINAGE EASEMENT INCLUDED AS PART OF T
5. FUTURE LOT OWNERS ARE RESPONSIBLE FOR THE FINISH GRADING OF THEIR REQUIREMENTS.
6. PARCEL F TO BE OWNED AND MAINTAINED BY FARMINGTON CITY FOR STORM
7. EROSION CONTROL MUST BE PRACTICED DURING ALL PHASES OF CONSTRUCT
8. 10' IRRIGATION EASEMENT ALONG THE EAST SIDE OF 1525 WEST STREET.

SUBDIVISION BOUNDARY ————
D&PUE ————
(DRAINAGE & PUBLIC UTILITY EASEMENT)
STREET CENTERLINE ————
LOT LINE/ RIGHT OF WAY ————
STREET NAME ————
LOT NUMBER ————
SURVEY MONUMENT (TO BE SET) ⊙
CURVE DESIGNATION C12
SECTION CORNER ⊕
PROPERTY BOUNDARY ————
FIRE HYDRANT *
P O B — POINT OF BEGINNING
BOUNDARY CORNERS TO BE SET ○

WETLANDS [Stippled Area]

NOTE:
STRUCTURES IN THE AREA OF THE DRAINAGE EASEMENTS IDENTIFIED ON LOTS 28 THROUGH 33 ARE PROHIBITED. FENCES MAY BE CONSTRUCTED WITH THE APPROVAL OF FARMINGTON CITY

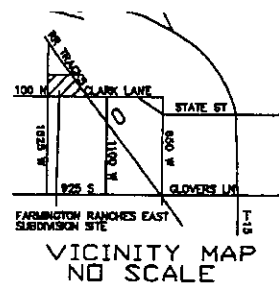
pg 589



CENTER OF SEC. 23,
T 3 N, R 1 W
SLB & M

<p>Stoniac Consulting Inc. 3885 S 700 E Ste. 308 Salt Lake City, UT 801-977-3848 74 801-384-0000 Fax: 801-384-1071</p>	<p>WEBER BASIN WATER CONSERVANCY DISTRICT</p> <p>Approved this ___ day of _____ AD, 20___</p> <p>by (Weber Basin Water Conservancy District)</p>	<p>SEWER DISTRICT APPROVAL</p> <p>Approved this ___ day of _____ AD, 20___</p> <p>by the Central Davis County Sewer District</p>	<p>CITY ENGINEER'S APPROVAL</p> <p>Approved this ___ day of _____ AD 20___</p> <p>by the Farmington City Engineer</p>	<p>PLAN</p> <p>Approved _____</p> <p>by the Farmington City Zoning Commission</p>
	<p>5-</p>	<p>5-</p>	<p>5-</p>	<p>5-</p>

EXHIBIT "B"



As prescribed under the laws of the State of Utah, I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as FARMINGTON RANCHES EAST SUBDIVISION, and that same has been correctly surveyed and staked on the ground as shown on this plat.

UNED BY THE HOMEOWNER'S ASSOCIATED WITH THIS SUBDIVISION

HAVE PERMISSION TO KEEP AND OF FARMINGTON CITY ZONING SUCH PROPERTY RIGHTS, ADDITIONALLY, SUBJECT TO ODORS, SOUNDS, ETC.,

SALT LAKE CITY, UTAH, AND BEEN

E ALONG FRONT AND REAR LOT LINES, LOT LINES FALL BETWEEN 2 LOTS, PUBLIC UTILITY EASEMENT.

IN COMPLIANCE WITH FARMINGTON CITY

IN PURPOSES.

SCALE



NOTE:

Lot owners are hereby informed that water tables in the subdivision are high and that basement construction may not be feasible or advisable. Lot owners may, at their own expense, conduct studies on individual lots to determine the viability and advisability of a basement. If owners determine that a basement is feasible, the lowest floor of the basement shall be no lower than four feet below top back of curb. Lot owner(s) assume all risks associated with the construction of a basement including but not limited to, potential flooding or other damage due to high water table. By building any portion of a home below top back of curb, lot owner(s) waive any and all claims against, and agree to indemnify and hold harmless Boyer Wheeler Farm, L.C., The Boyer Company LC and/or any of their respective affiliates from any damage or claim arising from construction of a basement.

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
C1	80°34'56"	16.50	28.09	16.67	23.45	S45°19'21"W
C2	9°08'37"	55.00	8.78	4.40	8.77	N88°02'33"E
C3	50°24'08"	55.00	48.36	25.66	46.84	N56°16'13"E
C4	35°23'22"	55.00	33.87	17.55	33.43	N13°22'28"E
C5	21°47'19"	150.00	57.04	28.67	56.70	N19°12'53"W
C6	10°27'43"	150.00	27.39	13.73	27.35	N81°20'23"W
C7	9°48'38"	28.50	4.35	2.28	4.54	S31°39'28"E
C8	38°40'34"	28.50	17.89	9.30	17.55	S07°24'50"E
C9	89°21'51"	55.00	68.58	38.06	62.59	N22°44'58"W
C10	36°58'13"	55.00	35.49	18.39	34.88	N74°55'00"W
C11	108°54'13"	55.00	105.50	78.41	90.05	S30°38'46"W
C12	80°48'07"	55.00	58.33	32.25	55.84	S84°41'24"E
C13	48°30'12"	28.50	22.43	11.84	21.77	N60°48'21"W
C14	71°3'10"	95.00	11.87	5.99	11.96	N32°57'40"W
C15	23°01'52"	85.00	41.50	21.08	41.17	N16°50'09"W
C16	84°58'02"	40.00	68.28	43.60	58.95	N43°08'48"E
C17	90°00'00"	18.50	25.82	18.50	23.33	S44°23'11"E
C18	50°46'46"	130.00	69.80	35.78	68.05	N14°48'04"W
C19	72°31'19"	16.50	20.88	12.10	19.52	S06°08'43"W
C20	41°31'42"	28.50	18.36	10.14	18.93	S63°16'13"W
C21	6°38'30"	28.50	3.07	1.54	3.07	S87°33'19"W
C22	77°43'33"	55.00	74.81	44.32	68.02	N52°00'48"E
C23	22°39'02"	55.00	21.74	11.02	21.60	N01°49'30"E
C24	50°24'08"	55.00	48.36	25.66	46.84	N54°42'08"W
C25	35°23'22"	55.00	44.96	23.82	43.72	N83°19'19"W
C26	21°47'19"	55.00	78.21	45.65	70.28	S33°33'51"W
C27	48°30'12"	28.50	22.43	11.84	21.77	N18°07'16"E
C28	72°31'19"	16.50	20.88	12.10	19.52	N78°38'01"E
C29	18°08'11"	130.00	41.19	20.77	41.02	N74°10'53"W
C30	87°38'45"	100.00	48.25	24.80	47.78	N88°28'08"E
C31	28°19'05"	100.00	49.42	25.23	46.92	S81°27'13"E
C32	11°43'23"	155.00	31.71	15.91	31.68	N33°09'22"W
C33	80°39'28"	155.00	55.88	28.25	55.58	N48°20'47"W
C34	28°05'08"	155.00	78.88	40.21	77.84	N74°13'05"W
C35	0°38'07"	155.00	1.72	0.86	1.72	N89°04'43"W
C36	89°25'40"	18.50	25.75	18.34	23.22	S44°40'57"E
C37	80°34'20"	16.50	28.08	16.67	23.45	S45°19'03"W
C38	90°00'00"	16.50	25.92	16.50	23.33	N44°23'47"W
C39	48°30'12"	28.50	22.43	11.84	21.77	N24°51'19"E
C40	53°22'26"	55.00	51.24	27.65	49.40	S22°25'12"W
C41	50°24'08"	55.00	48.36	25.66	46.84	S28°28'05"E
C42	83°08'44"	55.00	60.82	33.80	57.59	S88°43'31"E
C43	58°42'41"	55.00	54.44	29.68	62.24	N37°49'47"E
C44	63°22'26"	55.00	51.24	27.65	49.40	N21°32'48"W
C45	48°30'12"	28.50	22.43	11.84	21.77	S23°38'53"E
C46	80°00'00"	16.50	25.92	16.50	23.33	S45°26'13"W
C47	28°20'14"	100.00	45.87	23.40	45.58	N78°13'40"W
C48	58°46'53"	100.00	62.42	32.77	61.41	N48°10'37"W
C49	21°39'33"	155.00	58.59	29.65	58.25	S38°07'27"E
C50	8°39'31"	155.00	18.01	9.02	18.00	S82°17'00"E
C51	7°06'08"	155.00	19.21	9.82	19.20	S89°08'48"E
C52	80°32'37"	155.00	55.58	28.09	55.28	S72°38'12"E
C53	83°32'19"	75.00	109.79	67.38	100.25	N41°19'21"W
C54	80°00'00"	18.50	25.92	18.50	23.33	N45°36'49"E
C55	80°00'00"	18.50	25.92	18.50	23.33	S44°23'11"E
C56	11°09'04"	28.50	5.16	2.59	5.15	S08°11'21"W
C57	44°27'13"	55.00	42.67	22.48	41.61	N10°27'44"W
C58	54°15'44"	55.00	52.09	28.18	50.18	N59°49'12"W
C59	50°24'08"	55.00	48.36	25.66	46.84	S87°30'52"W
C60	63°01'11"	55.00	60.49	33.72	57.49	S11°08'12"W
C61	48°31'26"	55.00	46.93	25.00	45.32	S44°48'06"E
C62	89°32'38"	28.50	32.32	18.51	30.35	N34°18'30"W
C63	80°00'00"	18.50	25.92	18.50	23.33	N45°36'49"E
C64	89°25'04"	18.50	25.75	18.33	23.22	S44°40'39"E
CL65	82°08'07"	127.50	138.19	78.76	131.53	N58°20'44"W
CL66	28°19'05"	127.50	83.02	32.17	82.38	S41°27'13"E
CL67	27°38'45"	127.50	81.52	31.37	80.93	S69°28'08"E
CL68	83°52'19"	102.50	105.04	62.08	137.00	N41°19'21"W
CL69	18°09'11"	102.50	32.48	16.37	32.34	N74°10'55"W
CL70	17°28'41"	102.50	31.27	15.78	31.15	N58°01'58"W
CL71	17°28'41"	102.50	31.27	15.78	31.15	N38°53'17"W
CL72	80°45'46"	102.50	55.03	28.20	54.37	N14°48'04"W
CL73	84°58'02"	27.50	45.57	29.98	40.53	N43°08'48"E
CL74	92°16'02"	122.50	68.05	35.42	68.05	N20°26'44"W

Farmington Ranches East Subdivision

Beginning at a point that is South 00°09'05" East 861.42 feet (along the center of section line) from the North Quarter Corner of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running thence South 89°23'47" East 788.40 feet to the west right of way line of the old Denver & Rio Grande Railroad, thence South 34°42'05" East 1226.12 feet along said right of way to the north right of way line of Clark Lane, thence along said north right of way of Clark Lane the following three courses; thence North 89°47'21" West 59.90 feet, thence North 89°23'11" West 1423.92 feet to the center of section line, thence North 89°23'11" West 77.88 feet to the east right of way line of 1525 West Street; thence North 00°01'33" East 1000.82 feet along said east right of way; thence South 89°23'47" East 74.69 feet to the point of beginning.

Contains 27.86 acres, 55 Lots

DATE _____
ARVERD A. TAYLOR, P.E.L.S.
REG. PROFESSIONAL LAND SURVEYOR (#170433)
REG. PROFESSIONAL ENGINEER (#170433)

OWNER'S DEDICATION

Know all men by these presents that we, the undersigned owners of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

FARMINGTON RANCHES EAST SUBDIVISION

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. _____

BY _____
Manager BOYER WHEELER FARM L.C.
A Utah Limited Liability Company

ACKNOWLEDGMENT

STATE OF UTAH _____
COUNTY OF SALT LAKE _____

On the _____ day of _____ A.D., personally appeared before me _____ whose identity is personally known or proved to me on the basis of satisfactory evidence, and who affirmed that _____ is the Manager of BOYER WHEELER FARM L.C. a Utah Limited Liability Company by authority of its members or Articles of Organization, and _____ acknowledged to me that said Limited Liability Company executed the same

MY COMMISSION EXPIRES _____

NOTARY PUBLIC
RESIDING IN _____ COUNTY

LOCATED IN THE SOUTH 1/2 OF SECT. 23,
TOWNSHIP 3 NORTH RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH

COMMISSION APPROVAL
____ day of _____
AD, 20____
ton City Planning and
sion

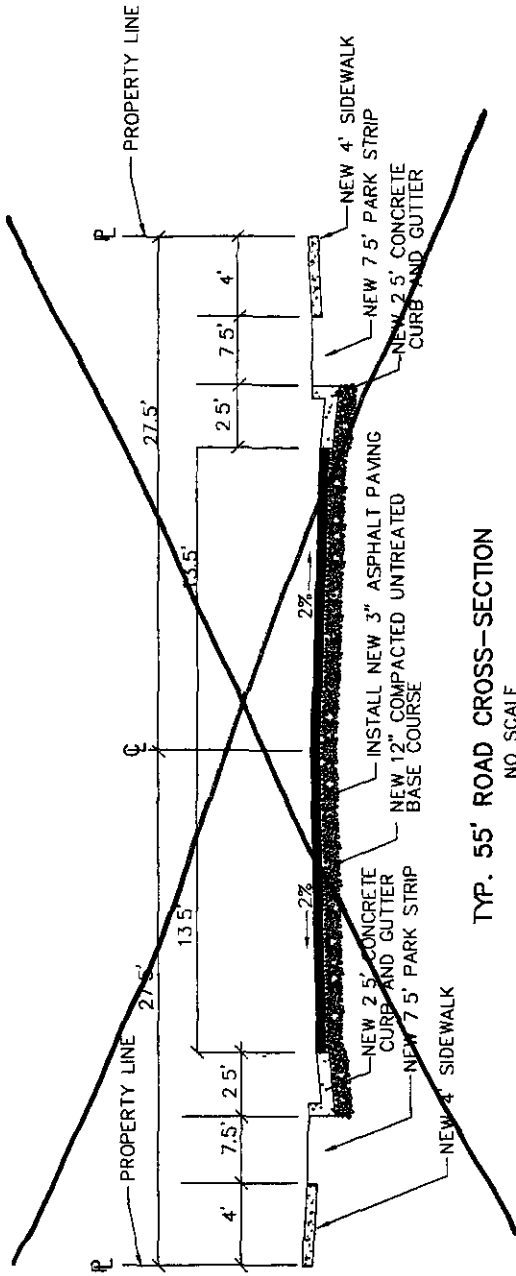
CITY ATTORNEY'S APPROVAL
Approved this _____ day of _____
AD 20____
by the Farming of City Attorney

CITY COUNCIL APPROVAL
Approved this _____ day of _____
AD 20____
by the Farmington City

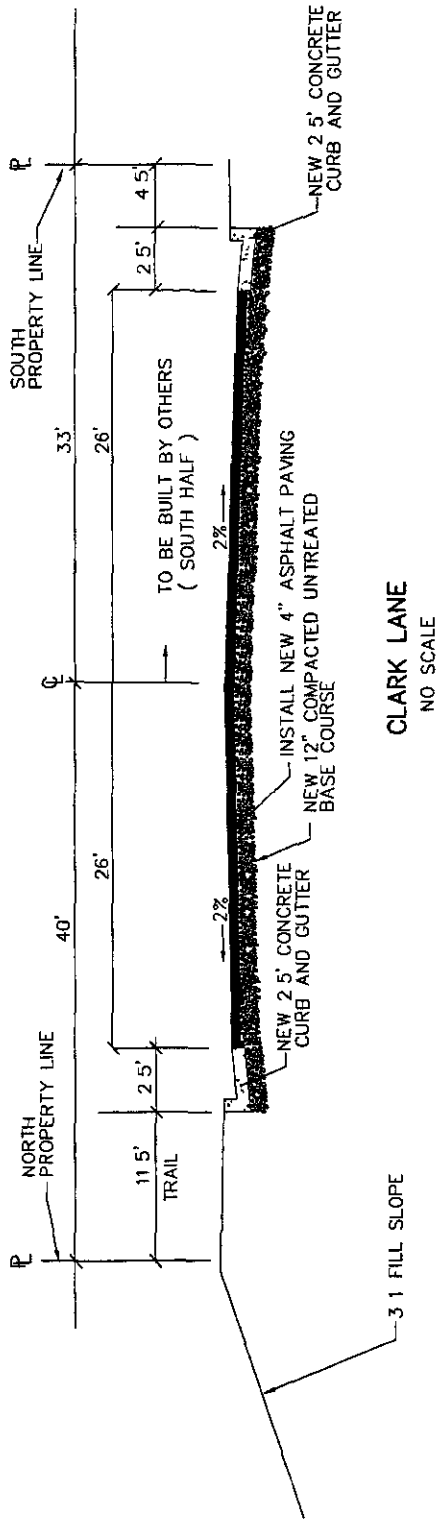
RECORDED # _____
State of Utah County of Davis
Recorded and filed at the request of _____
Date _____ Time _____ Book _____ Page _____
Fee \$ _____
County Recorder
By _____ County Recorder

E 1997592 B 3569 P 590

EXHIBIT C



TYP. 55' ROAD CROSS-SECTION
NO SCALE



CLARK LANE
NO SCALE

MINIMUM PAVEMENT SECTION IS 4" ASPHALT OVER 12" COMPACTED UNTREATED BASE COURSE DURING RECONSTRUCTION OF CLARK LANE THE OWNER AND HIS GEOTECHNICAL ENGINEER TO VERIFY PROPOSED ROAD PAVEMENT SECTION

EXHIBIT "D"

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into as of this 27th day of ~~January~~^{April}, 2004, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as "City," and Boyer Wheeler Farm L.C., hereinafter referred to as the "Developer."

RECITALS:

A. The Developer is developing 27.86 acres of land within the City which is known as Farmington Ranches East Subdivision (the "Property"). The Property is more particularly described in Exhibit "A" to the Development Agreement between the parties for the Farmington Ranches East Subdivision.

B. The Developer will install certain public improvements consisting of a portion of Clark Lane and storm drainage facilities adjacent to Clark Lane, all of which will be system improvements as defined in the Utah Impact Fees Act, Title 11, Chapter 36 of the *Utah Code Ann.*, 1953, as amended and which facilities will benefit the community at large.

C. The City and Developer have entered into a Development Agreement for Farmington Ranches East dated the 27th day of ~~January~~^{April}, 2004 ("Development Agreement") wherein the City agreed to enter into a mutually acceptable reimbursement agreement with Developer to credit and/or reimburse Developer from impact fees for a portion of the costs of the Clark Lane street improvements and the Clark Lane storm drain system improvements installed by Developer.

D. The parties now desire to enter into this Agreement to set forth their respective rights and obligations regarding reimbursement for the Property.

AGREEMENT

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

1. **Incorporation of Recitals.** The foregoing Recitals are hereby incorporated into this Agreement and are made a part hereof.
2. **Developer's Obligations.** The Developer shall construct and install or cause to be constructed and installed those certain system improvements consisting of a portion of Clark Lane and the Clark Lane storm drain and all related improvements in accordance with plans and specifications reviewed and approved by the City Engineer. The system improvements and the

estimated costs are shown on Exhibit "A" attached hereto and by this reference made a part hereof. The costs shown on Exhibit "A" are estimates only and shall be revised based on actual costs.

Developer shall cause the foregoing system improvements to be completed at Developer's sole cost and expense and in accordance with requirements of the City Engineer and the City Ordinances in effect as of the date of this Agreement. Upon completion of the system improvements and the inspection and acceptance of the same by the City, the City shall thereafter own the system improvements together with any lands and rights-of-way conveyed to the City by Developer in conjunction therewith. The Developer shall be obligated to construct and install all other required public improvements located within and required to serve the Property at Developer's sole cost and expense.

The Developer shall provide to the City copies of receipts, checks, vouchers, bills, statements and all other information necessary for the City to determine the actual costs incurred by the Developer in installing and constructing the system improvements as set forth in Exhibit "B" attached hereto.

3. **City's Obligations.** The City's obligations to provide municipal services to the Property are subject to and conditioned upon the Developer performing Developer's obligations under the Development Agreement, and complying with all of the provisions thereof, the requirements of the Planning Commission, City Council, City Engineer, and all applicable City ordinances, rules and regulations which are in force on the date of this Agreement, including but not limited to, the payment by the Developer of all fees and charges due to the City. Nothing contained herein shall exempt, release or excuse Developer or its successors and assigns from paying any impact fees or other fees and charges required for development of the Property, or any portion thereof, pursuant to the ordinances and resolutions of the City, except where credits against such fees are granted hereunder to the Developer by the City.

4. **Reimbursement.** The City agrees to reimburse Developer's costs incurred pursuant to paragraph 2 above solely in accordance with the following:

a. Pursuant to City ordinance and as permitted by law, the City shall assess and collect impact fees on all development activities within the Property and development activities on those lands located throughout the City for transportation impact fees and within the area of the City west of I-15 for storm water facility impact fees. The amount of the impact fees shall be determined by the City in its absolute and sole discretion.

b. Where authorized and permitted by law, the following impact fees will be assessed and collected by the City at the times designated by the City: transportation impact fees and storm water facility impact fees. All such fees shall be determined by the City based on a capital facilities plan adopted or to be adopted by the City for the applicable service area which includes the Property together with an impact fee analysis as required under the Impact Fee Act of Utah. The City will grant a prepaid credit to Developer for storm water facility

impact fees for buildings and structures located on the Property and will collect a transportation impact fee and a storm water facility impact fee on lands located in the City within the applicable service areas designated by the City which are served by the system improvements. In the event any law or court decision hereafter prohibits, limits, or eliminates impact fees, the City shall not be obligated to assess or collect any impact fees other than those authorized by the then existing law and/or any applicable court decision(s). Subject to the foregoing, the City will reimburse or credit Developer on a quarterly basis for the actual, reasonable costs without markup incurred by the Developer in designing and constructing the system improvements described in Exhibit "B" by granting Developer a 100% credit for the storm water facility impact fees which become due on the Property hereafter and by remitting to Developer one-half of the transportation impact fees and one-half of the storm water facility impact fees which may be collected hereafter by the City on lands located in the City within the service areas designated herein which are served by the system improvements described in Exhibit "B" which are installed and/or constructed by Developer. In the event the City is obligated to make other expenditures for system improvements or reimbursements for impact fees collected, fifty percent (50%) of the impact fees collected, net of direct expenditures, shall be divided by the City among the outstanding system improvement agreements in proportion to the original amounts due. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make any reimbursement to the Developer until the above-referenced impact fees from the Property or lands located within the applicable service area are actually received by the City. The City shall not be obligated to pay interest to the Developer on amounts reimbursed from or credited against impact fees. Developer hereby agrees to accept those above-referenced impact fees actually collected by the City and/or credited to Developer as provided herein as full and final reimbursement and satisfaction of all sums due to Developer from the City and hereby agrees to hold the City and its officers, employees, agents and representatives harmless for any amounts claimed by Developer for reimbursement in the event the City is unable to collect the aforesaid impact fees. Impact fees reimbursed hereunder to Developer shall be solely for the purposes for which such fees were collected.

- c. No reimbursement or credits shall be due hereunder to Developer until:
- (i) the system improvements described herein for which reimbursement is requested or credits given have been fully completed, inspected and approved by the City; and
 - (ii) until the provisions of this Agreement require such reimbursement and/or credits.

5. **Ownership and Maintenance.** Ownership of the system improvements which are subject of this Agreement as well as any other public improvements located on the Property shall be with the City after completion of construction of the same by the Developer and inspection and approval thereof by the City. Subject to any applicable warranty periods, the City will assume

responsibility for maintenance, repair or replacement of the system and public improvements once they are completed by the Developer and accepted by the City.

6. **Collection Period.** It is further agreed that the City will collect the impact fees specified herein to the extent permitted by law for a period of ten (10) years from the date of this Agreement, or until such time as Developer's actual costs for the designated system improvements have been paid in full, whichever occurs first ("actual costs" means the costs actually and reasonably expended to construct the system improvements excluding interest). The Developer specifically agrees to accept the impact fees specified above which are in fact collected and/or credited by the City during this period as full and final payment under this Agreement and hereby waives any rights or claims against the City for reimbursement of any kind or source other than as set forth herein provided the City is not in material breach of this Agreement.

7. **Conflict.** In the event of any conflict between the provisions of this Reimbursement Agreement and the Development Agreement entered into by the parties hereto, the terms and provisions of the Development Agreement shall be controlling. Nothing contained herein shall be deemed to modify or supersede the provisions of the Development Agreement.

8. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to reimbursement and/or credits to the Developer for lands, easements, trails, system improvements, public improvements and utilities, and supersedes all prior written or oral agreements, representations, promises, inducements or understandings between the parties with regard to any reimbursements and/or credits to Developer from the City.

9. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, employees, representatives agents, members, successors, and assigns.

10. **Validity and Severability.** If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement as of the day and year first hereinabove written.

“CITY”

FARMINGTON CITY

ATTEST:

Margy L. Lomas
City Recorder



By: [Signature]
Mayor

“DEVELOPER”

[Signature]
BOYER WHEELER FARM L.C.

By: STEVEN B. OSTLER
Its: MANAGER

EXHIBIT "A"**System Improvements and Estimated Costs**

Clark Lane Paving (15 feet wide strip)

Clark Lane Estimated Reimbursable Expenses (East side of 1525 West to west side of D&RG Right of Way)

1.	15' of Asphalt Road Surface-4" Asphalt over 12" base 1576 lf x 15' = 23,640 sf @ \$1.73/sf	\$40,897.20
2.	15' of Road Excavation – 1576 lf- 400 CY @ \$7	2,400.00
3.	Pulverization	<u>2,500.00</u>
	Total Clark Lane	\$45,797.20

Detention Pond Estimated Reimbursable Expenses

1.	Grading	\$ 9,900.00
2.	Revegetation	2,500.00
3.	4' Concrete Channel	21,375.00
4.	2 - Clean Out Boxes	4,200.00
5.	Combo Box	2,300.00
6.	3 - Catch Basin @1100	3,300.00
7.	36" RCP-372' @ \$82 lf	30,504.00
8.	15" RCP- 24 ' @ \$48 lf	1,152.00
9.	2-15" End Sections @ \$495 each	990.00
10.	2- 36" End Sections @ \$930 each	1,860.00
11.	Design	2,500.00
12.	Bonding Fee	<u>2,000.00</u>
	Total Detention Pond	<u>\$82,581.00</u>

TOTAL REIMBURSABLE EXPENSES: \$128,378.20

EXHIBIT "B"

SYSTEM IMPROVEMENTS

1. North half of Clark Lane east of 1525 West Street to west side of DR&G Right of Way per approved plans and specifications.

2. Clark Lane Storm drain improvements west of the D&RG Right of Way to the east side of 1525 West, including the detention pond improvements in Parcel F of the Farmington Ranches East Subdivision per approved plans and specifications.
Including but not limited to:
Grading of Detention Pond, Revegetation, 4' Concrete Channel, Clean out boxes, Combo box, Catch Basins, 36" RCP and end sections, 15" RCP and end sections

PREFIX 08-081

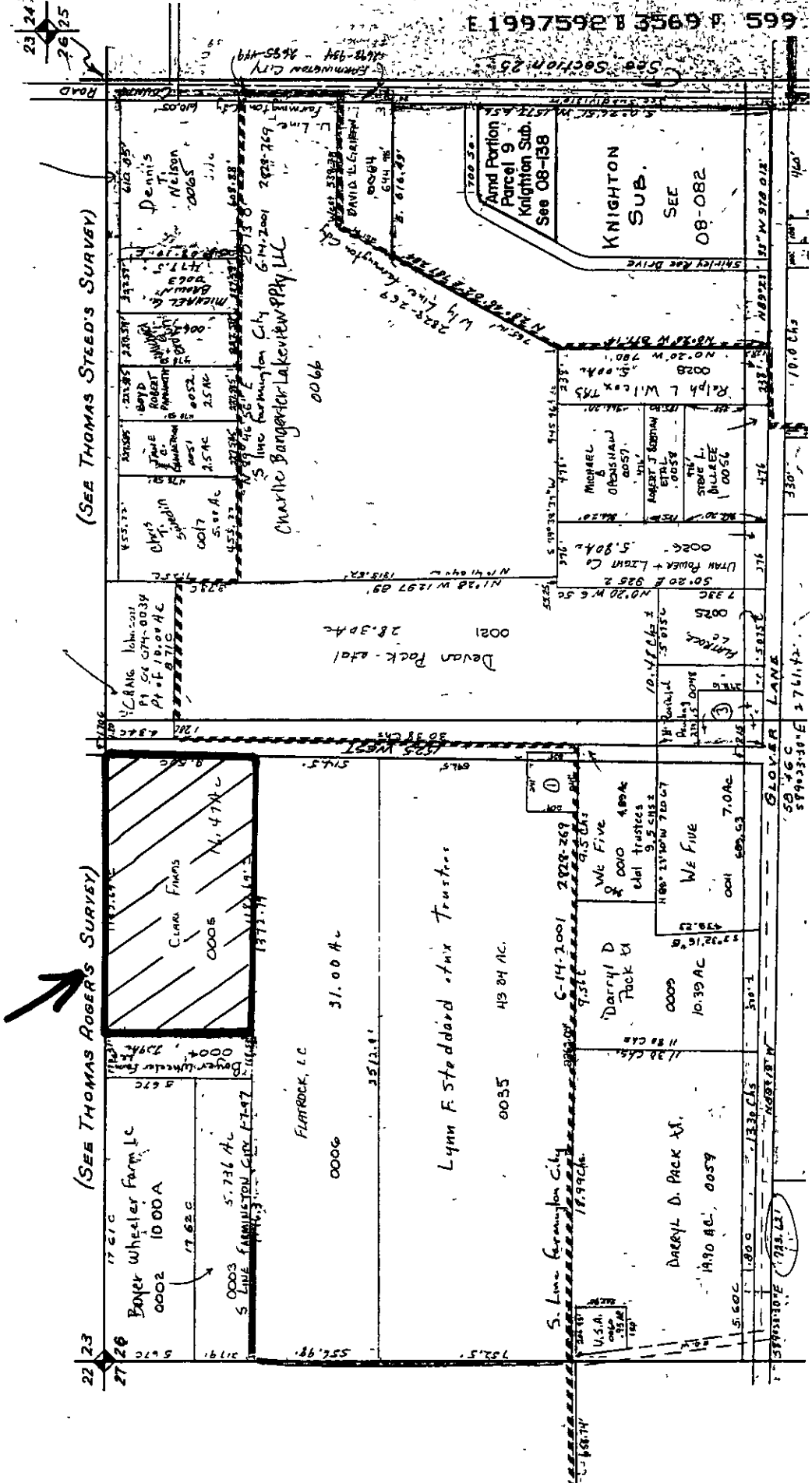
SECTION 26 TP 3N R 1W

Salt Lake Meridian

SCALE 400 FEET=ONE INCH

- 1. H. GROUT TRAFFETS 0034
- 2. Jan Steadard 0042
- 3. Dick C Hatch 0049
- 4. ... 0001

LAST No. 0046



22 23

27 28

(SEE THOMAS ROGERS SURVEY)

(SEE THOMAS STEEDS SURVEY)

Lynn F. Steadard and Trustee

Darryl D Pack et al

Darryl D Pack et al

We Five et al Trustees

We Five

S. Line Farmington City

Flatrock, L.C.

Boxer Wheeler Farm, LLC

CLEAR FIRMS

Devon Pack et al

Ralph L Wilcox et al

Michael & Rosshaw

Amber J Knight

Shirley Mae Drive

Knighthon Sub.

Parcel 9

See 08-138

See 08-082

See Section 25

E 1997592 1 3569 P 599

EXHIBIT "E"