

8 Pgs = 24

LICENSE AGREEMENT

*Farmington Crossing on Spring Creek Road  
Parcel B*

**THIS LICENSE AGREEMENT** is made and entered into as of the 18 day of March 2005, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **FARMINGTON LAND INVESTMENTS, L.C.**, a Utah limited liability company, hereinafter referred to as the "Permittee."

08-359-0002

**RECITALS:**

**WHEREAS**, the City owns a public right-of-way known as Shepard Creek Parkway which property the City utilizes for public transportation, utility facilities and other purposes and which property is shown in Exhibit "A," attached hereto and incorporated herein by reference; and

**WHEREAS**, the Permittee is desirous of obtaining a permit from the City for the installation of private parking areas and related improvements (the "Improvements") within the public right-of-way, consistent with the City's use of the public right-of-way; and

**WHEREAS**, the City is willing to grant a license and permit for such use, subject to the terms and conditions set forth below;

**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 parties hereby agree as follows:

1. For the sum of \$ 10.00 , and other good and valuable consideration, the City hereby grants permission and license to Permittee to install and maintain the Improvements within the City right-of-way as more particularly shown on Exhibit "B," attached hereto and incorporated herein by reference. The Improvements shall be installed strictly in accordance with the plans attached hereto as Exhibit "B," and shall be subject to all conditions of this License Agreement.
2. Permittee agrees not to erect any other structure other than the Improvements or to make any other improvements on the Premises. Permittee agrees to perform all such installation pursuant to applicable federal, State and City laws and regulations. Installation and maintenance of the Improvements within the right-of-way shall be at Permittee's sole expense.
3. Permittee will, at Permittee's sole expense, remove, replace or alter the Improvements installed by Permittee within the right-of-way at the written request of the City. The City hereby agrees that it will not request removal, replacement or alteration of the Improvements unless such request is based on objective, demonstrable concern for public health and safety reasons, and Permittee shall restore and/or make the required changes to the Improvements within thirty (30) calendar days of notice from the City.
4. Permittee agrees that, at all times, this License shall be subject to any use of the right-of-way the City may desire, and the City shall not be liable to Permittee for any loss of use or damage to the Improvements or private property, including vehicles parked on the Improvements, resulting from such use. Permittee specifically acknowledges that portions of the right-of-way to be

utilized by Permittee are from time to time utilized by the City for snow removal and storage and that Permittee shall be solely responsible for the removal of any snow required for Permittee's use and that any snow removed may not be placed in other portions of the City's right-of-way. Further Permittee agrees to hold the City harmless for any damage to private vehicles occurring from City snow removal activities, except where such damage occurs as a result of the City's negligence.

5. Permittee agrees, upon written notice from the City's Public Works Director, to repair any damage caused to the right-of-way as a result of Permittee's, or its agents', employees' or invitees' use of the right-of-way through this License Agreement.

6. Permittee agrees to indemnify, hold harmless and defend the City, its agents and employees, from and against all claims, mechanics' liens, demands, damages, actions, costs and charges, for personal injury or property damage and other liabilities, including attorneys' fees, arising out of or by any reason of Permittee's use of the right-of-way or any activities conducted thereon by Permittee, its agents, employees or invitees.

7. It is contemplated by the parties that this License Agreement will be assigned to a homeowner's association to be formed for the Permittee's development. Such assignment shall be subject to the City's approval of the financial ability of the assignee to perform this License which approval shall not be unreasonably delayed, withheld or conditioned. The City may require an assignee to maintain sufficient insurance to insure its ability to perform its obligations hereunder, including indemnity obligations.

8. This License Agreement embodies the entire agreement between the parties and it cannot be changed except through a written instrument signed by both parties.

**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 above written.

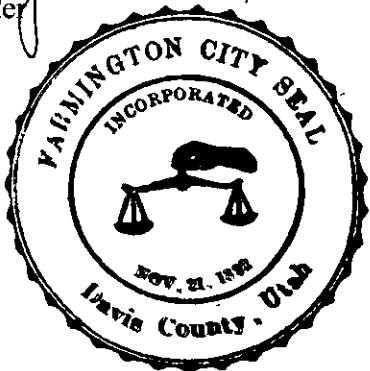
**"CITY"**

**FARMINGTON CITY**

ATTEST:

Margy L. Lomax  
City Recorder

By: [Signature]  
Mayor



**"PERMITTEE"**

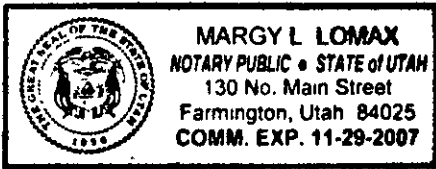
**FARMINGTON LAND INVESTMENTS, L.C.**

By: [Signature]  
Its: MANAGER

CITY ACKNOWLEDGMENT

STATE OF UTAH )  
 )  
 ) *Davis* :SS.  
 )  
 COUNTY OF ~~SALT LAKE~~ )

On the 20<sup>th</sup> day of April, 2005, 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.

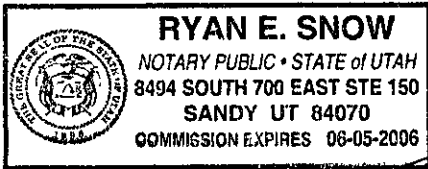


*Margy L. Lomax*  
\_\_\_\_\_  
Notary Public

PERMITTEE ACKNOWLEDGMENT

STATE OF UTAH )  
 )  
 ) :SS.  
 )  
 COUNTY OF SALT LAKE )

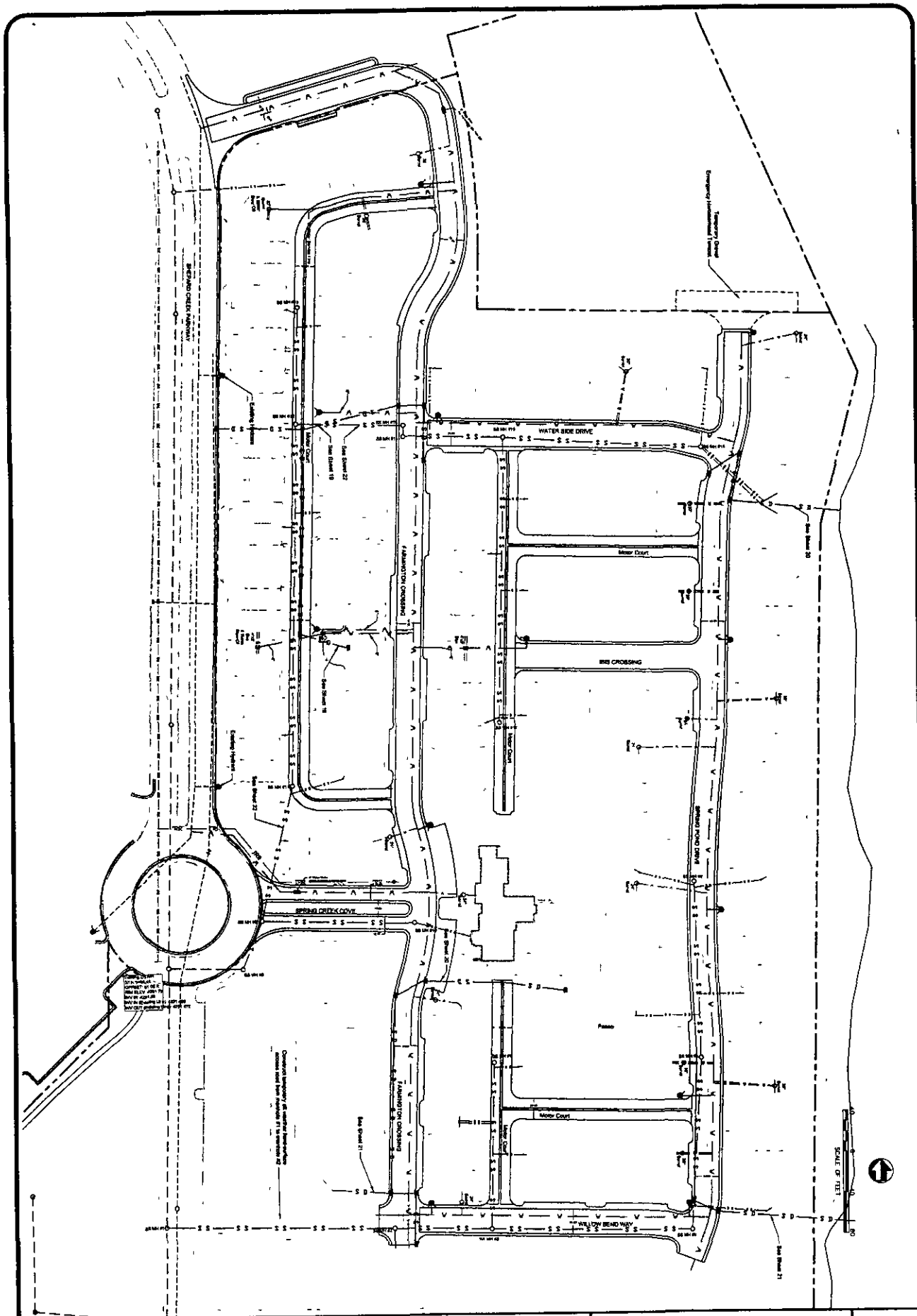
On the 18 day of March, 2005, personally appeared before me \_\_\_\_\_  
Bryson Garbett who being by me duly sworn did say that he/she is the managing member of **FARMINGTON LAND INVESTMENTS, L.C.**, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.



*[Signature]*  
\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

**Map**



1. All dimensions are in feet and inches.  
 2. All bearings are true bearings.  
 3. All curves are circular.  
 4. All areas are in square feet.  
 5. All areas are rounded to the nearest square foot.  
 6. All areas are rounded to the nearest square foot.  
 7. All areas are rounded to the nearest square foot.  
 8. All areas are rounded to the nearest square foot.  
 9. All areas are rounded to the nearest square foot.  
 10. All areas are rounded to the nearest square foot.

Checked by: [Name]  
 Date: [Date]



**Boundary Specialists**  
 When Quality Matters

7520 South Highway 89 P.O. Box 525  
 South Willard Utah 84340 Heber City Utah 84002 Midway Utah 84049  
 432-654-1917 432-654-1917



Online Property Data: [URL]

**Legal Description**

Phase 2 of Farmington Crossing on Spring Creek Pond, a Planned Unit Development, as the same is identified in the Plat Map recorded in the official records of the Davis County Recorder.

*Parcel B.*

**EXHIBIT "B"**  
**Construction Plans**

# Typical Curb Cut and Parking Bump-Out

