

**WHEN RECORDED, MAIL TO:**

Farmington City  
Attn: City Manager  
160 S Main  
P.O. Box 160  
Farmington, Utah 84025

E 2777950 B 5899 P 717-738  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
11/20/2013 03:35 PM  
FEE \$0.00 Pgs: 22  
DEP RTT REC'D FOR FARMINGTON CITY

Affects Parcel No(s): 08-066-0005, 08-066-0006 and 08-066-0012<sup>067</sup>20016<sup>11</sup>

RECORDED  
NOV 20 2013

**CONSERVATION EASEMENT**

(OPEN SPACE)

**THIS CONSERVATION EASEMENT** is made this 19 day of November 2013, by **WOODSIDE HUNTERS CREEK, LLC**, a Utah limited liability company, whose mailing address is 39 East Eagleridge Drive, Suite 100, North Salt Lake, Utah, 84054 ("Grantor"), in favor of **FARMINGTON CITY**, a municipal corporation and political subdivision of the State of Utah, whose mailing address is 160 South Main, P.O. Box 160, Farmington, Utah 84025 ("Grantee").

**RECITALS:**

**WHEREAS**, Grantor hereby represents and acknowledges it is the sole owner in fee simple title of certain real property located within Farmington City, Davis County, State of Utah, which property is more particularly described herein at Section 2, hereinafter referred to as the "Property;" and

**WHEREAS**, the Property possesses unique, sensitive, natural, scenic, aesthetic, open space, wildlife, agricultural, pasture land, ecological, floodplain, upland and wetland values (collectively referred to as "Conservation Values") of great importance to the Grantor, the Grantee, and the public; and

**WHEREAS**, Grantor intends that the Conservation Values of the Property be preserved and maintained by continuation of the use of the Property in such a way which does not significantly impair or interfere with those values and which provides for appropriate natural, ecological, open space, agricultural, pasture land, recreational and wetland uses of the Property; and

**WHEREAS**, Grantor intends to preserve and protect the Conservation Values of the Property as open space and to protect the Property from future development in perpetuity through this Easement and dedication of the same to Grantee; and

**WHEREAS**, Grantee is a governmental entity and a tax exempt entity under Section 501(c) of the *Internal Revenue Code* qualified to acquire a conservation easement under the terms of *Utah Code Ann.* § 57-18-3, as amended.

**NOW, THEREFORE**, in consideration of the above and the covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Utah, particularly the Utah Land Conservation Easement Act as set forth in *Utah Code Ann.* § 57-18-1, *et seq.*, as amended, with the intention of making an irrevocable easement in perpetuity, Grantor hereby agrees and conveys as follows.

1. **Conveyance.** Grantor hereby grants and warrants to Grantee, a perpetual conservation easement as hereinafter defined (the "Easement") over and across all the Property to preserve, restore and protect the unique, sensitive, natural, scenic, aesthetic, open space, wildlife, agricultural, pasture land, ecological, floodplain, upland, riparian community and wetland values present on the Property, to have and to hold unto Grantee, its successors and assigns forever.

2. **Property.** The Property subject to this Easement consists of approximately 62.96 acres of that certain real property located in Farmington City, Davis County, State of Utah, located in the South Half of Section 15, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, State of Utah, which Property is more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

3. **Current Use and Condition of Property.** The Property presently consists of wetlands, uplands, natural open space, pasture land, power lines, protected dike(s), fencing and maintenance access road. Portions of the Property are included in the 100 year flood zone per the existing FEMA map and portions are designated as delineated wetlands by the U.S. Army Corps of Engineers. The existing, permitted, and conditional uses of the Property are more particularly described herein and designated on the Use Map set forth in **Exhibit "B,"** attached hereto and incorporated herein by this reference. The Property has the specific Conservation Values as more particularly defined herein.

4. **Purpose.** Grantor is the fee simple title owner of the Property and is committed to preserving the Conservation Values of the Property. The purpose of this Easement is to assure that the Property will be retained forever in its natural, scenic, agricultural and open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Any use of the Property which may impair or interfere with the Conservation Values, unless expressly permitted in this Easement, is expressly prohibited. Grantor agrees to confine use of the Property to activities consistent with the purposes of this Easement and preservation of the Conservation Values of the Property.

5. **Duration.** The duration of the Easement shall be perpetual.

6. **Permitted and Conditional Uses.**

a. Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property are permitted:

- i. Conservation of open land in its natural state.
- ii. Grazing of class "B" livestock, as defined by and consistent with Farmington City Ordinances, excluding associated buildings or residences and

commercial livestock operations involving swine, poultry and mink. Livestock grazing shall be limited to designated areas only as delineated on **Exhibit "B,"** and shall require proper management of livestock and good range stewardship techniques to be implemented to protect and preserve the conservation values of the Property. Livestock grazing shall not exceed a degree of use described as good to excellent by the United States Department of Agriculture – Natural Resource Conservation Service, and shall not materially degrade or deteriorate the wetlands, range resource, wildlife habitat or Conservation Values of the Property.

iii. Pastureland for sheep, cows and horses in designated areas only as delineated on **Exhibit "B,"** and subject to applicable City Ordinances and compliance with any and all applicable regulations of the U.S. Army Corps of Engineers.

iv. Trails or public pathways in designated areas only as delineated in the Use Map set forth in **Exhibit "B"**.

v. A stream.

vi. Underground utility facilities and easements for drainage, sewer, water, or other public facilities and purposes, including easements for maintenance access to such facilities, in locations as approved by the City of Farmington, subject to the rules and regulations of the U.S. Army Corps of Engineers and subject to restoration of the Property to its natural condition within a reasonable time frame not to exceed ninety (90) days, unless otherwise agreed to in writing by the Grantee, which restoration shall be conducted to the reasonable satisfaction of the Grantee to protect and preserve the Conservation Values of the Property.

vii. Although fencing is not encouraged, existing fences may be repaired and replaced, and new fences may be built on the Property as necessary and appropriate in connection with permitted or conditional uses such as grazing and equestrian uses.

b. Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property may be permitted as a conditional use, subject to obtaining a conditional use permit from the City of Farmington for such use in accordance with City Ordinances regarding the same and compliance with any and all applicable regulations of the U.S. Army Corps of Engineers. Such uses must also be permitted or conditional in the zone in which the Property is located.

i. Non-commercial and non-motorized recreational use of the Property, such as trails, bikeways, playing fields and playgrounds, in designated areas only as delineated on **Exhibit "B"**.

ii. Community open space uses, such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive

recreational uses, excluding motorized vehicles, firearm shooting ranges, and commercial uses, in designated areas only as delineated on **Exhibit "B"**.

iii. Water structures, improvements, marshlands, wetlands, riparian communities and ponds may be established, constructed and maintained on the Property, provided such structures or improvements are consistent with the Conservation Values and purposes of this Easement.

iv. Associated buildings and structures, such as barns and paddocks, for approved equestrian animals as permitted under Subsection (a)(iii), in designated areas only as delineated on **Exhibit "B"**.

7. **Prohibited Uses.** Any activity on or use of the Property not specifically listed as a permitted use or activity as set forth herein and/or any activity on or use of the Property which is inconsistent with the purpose of this Easement or detrimental to the Conservation Values is expressly prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- a. Any residential, commercial or industrial activity, except as expressly permitted in this Easement.
- b. Any development, construction or location of any man-made modification or improvements such as buildings, structures, fences, roads, parking lots, or other improvement on the Property, except as expressly permitted in this Easement.
- c. Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the Property.
- d. Any dumping or storing of ashes, trash, garbage or junk on the Property.
- e. The manipulation or alteration of natural watercourses, wetlands, or riparian communities, except as expressly permitted herein or as approved by the City of Farmington and the U.S. Army Corps of Engineers, necessary for the use of the Property and then, in any event, only to the extent that such manipulation or alteration shall not result in a significant injury to or the destruction of significant Conservation Values.
- f. Burning of any materials on the Property, except as necessary for agricultural, drainage and fire protection purposes.
- g. The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles, except as may be necessary to maintain and operate the Property and to maintain and operate utility lines running through the Property, in accordance with the terms and conditions of such approved use and the maintenance plan for the Property.
- h. Hunting or trapping for any purpose other than predatory or problem animal control on the Property.

- i. Establishment or maintenance of any grazing or livestock feedlots on the Property, which shall be defined for purposes of this Easement as a permanently constructed confined area or facility within which the land is not grazed or cropped annually, for purposes of engaging in the business of the reception and feeding of livestock for hire.
- j. Any agricultural use of the Property not expressly permitted herein.
- k. Advertising of any kind or nature on the Property and any billboards or signs; provided, directory and information signs may be displayed describing the Conservation Easement and prohibited or authorized use of the same.
- l. Any cutting of trees or vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of manicured lawn or landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses.
- m. The change, disturbance, alteration, or impairment of the significant natural ecological features and values of the Property or the destruction of other significant conservation interests on the Property.
- n. The division, subdivision or *de facto* subdivision of the Property; except for subdivision and dedication of the Property as necessary to dedicate approved trails or other appropriate public purpose within the Property, or as necessary and desirable to dedicate a portion of the underlying fee to a qualified conservation organization in accordance with the purposes and intent of this Easement for the preservation, protection and enhancement of the Conservation Values of the Property.
- o. Changing the topography of the Property by placing on it any soil, dredging spoils, land fill, or other material, except as necessary to conduct specific agricultural purposes or to construct other structures, conditions or improvements as permitted herein.
- p. Any development, location, or storage of any personal property, vehicles, recreational equipment, or other residential uses such as trampolines, patios, gazebos, sports courts, barbeques, etc.
- q. All other uses and practices inconsistent with and significantly detrimental to the stated objectives and purpose of the Easement.

8. **Rights of the Grantee.** Grantor confers the following rights upon Grantee to perpetually maintain the Conservation Values of the Property and to accomplish the purpose of this Easement.

- a. Grantee has the right to enforce the terms of this Easement for the purpose of preserving and protecting the Conservation Values of the Property.
- b. Grantee has the right to enter upon the Property at reasonable times to monitor or to enforce compliance with this Easement and to inspect and enforce the rights

herein granted; provided that such entry shall not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property.

c. Grantee has the right to enjoin and prevent any activity on or use of the Property that is inconsistent with the terms or purposes of this Easement and to preserve and protect the Conservation Values of the Property.

d. Grantee has the right to require restoration of the areas or features of the Property which are damaged by activity inconsistent with this Easement.

e. Grantee has the right to place signs on the Property which identify the Property as being protected by this Easement.

f. Grantee has the right to enter on the Property to study and make ecological and scientific observation of the Property and its ecosystems.

g. Grantee has the right to engage in activities that restore the biological and ecological integrity of the Property. Possible activities include planting native vegetation and use of controlled fire to reduce the presence of undesirable vegetation.

9. **Duties of the Grantor.** Grantor retains ownership rights of the underlying fee simple title to the Property which are not expressly restricted by this Easement. In accordance with rights reserved in Grantor by this Easement, Grantor shall be subject to all terms, conditions and restrictions of this Easement and shall have the affirmative duty to refrain from conducting or causing to be conducted any action inconsistent with the purpose and provisions of this Easement and to take reasonable actions to preserve and protect the Conservation Values of the Property.

10. **Enforcement of Easement.**

a. Notice and Demand. If Grantee determines that Grantor is in violation of this Easement, or that a violation is threatened, the Grantee may provide written notice to the Grantor of such violation and request corrective action to cure the violation or to restore the Property. In the event Grantee determines that the violation constitutes immediate and irreparable harm, such notice shall not be required.

b. Failure to Act. If, for a 30-day period after the date of the written notice from Grantee to Grantor, the Grantor continues violating the Easement, or if the Grantor does not abate the violation and implement corrective measures requested by the Grantee, the Grantee may bring an action in law or in equity to enforce the terms of the Easement. The Grantee is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Property. If the court determines that the Grantor has failed to comply with this Easement, the Grantor agrees to reimburse Grantee for all reasonable costs and attorneys fees incurred by the Grantee compelling such compliance.

c. Absence of Grantor. If the Grantee determines that the Easement is, or is expected to be, violated, the Grantee shall make good-faith efforts to notify the Grantor.

If, through reasonable efforts, the Grantor cannot be notified, and if the Grantee determines that circumstances justify prompt action to mitigate or prevent impairment of the Conservation Values, then the Grantee may pursue its lawful remedies without prior notice and without waiting for Grantor's opportunity to cure. Grantor agrees to reimburse Grantee for all costs reasonably incurred by Grantee in pursuing such remedies.

d. **Actual or Threatened Non-Compliance.** Grantor acknowledges that actual or threatened events of non-compliance under this Easement constitute immediate and irreparable harm. The Grantee is entitled to invoke the equitable jurisdiction of the court to enforce this Easement.

e. **Injunctive Relief and Restoration.** Any violation of the Easement shall be subject to termination through injunctive proceedings with the imposition of temporary restraining orders or through any other legal means, it being recognized that monetary damages and/or other non-injunctive relief would not adequately remedy the violation of the covenants and restrictions of the Easement. In addition, subject to the provisions set forth herein, the Grantee shall have the right to enforce the restoration of the portions of the Property affected by activities in violation of the Easement to the condition which existed at the time of the signing of this instrument.

f. **Cumulative Remedies.** The remedies set forth herein are cumulative. Any, or all, of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Easement.

g. **Waiver.** A delay in enforcement shall not be construed as a waiver of the Grantee's right to enforce the terms of this Easement.

11. **Permitted Construction and Maintenance Activities.**

a. Grantor hereby reserves the right to enter upon the Property to conduct the following activities: to construct such structures and improvements permitted herein in conjunction with permitted and conditional uses of the Property.

b. This Easement is subject to the rights of Grantor, Farmington City or any other agency or utility to enter upon the Property for the construction, installation, operation and maintenance of underground public utilities as permitted herein. The responsible person, entity or utility company in interest, shall, at its sole cost and expense, promptly restore the Property affected by such activities to as near as reasonably practicable the same condition as existed immediately prior to such activities. Nothing herein shall be deemed a grant of an easement to Farmington City or to any utility; the foregoing is set forth only to establish uses or activities which may be allowed on the Property.

12. **Extinguishment of Development Rights.** Except as otherwise reserved to the Grantor in this Easement, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the

Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise or used for the purpose of calculating permissible lot yield of the Property or any other property.

13. **Maintenance.** The Property shall be maintained by Grantor in accordance with the Maintenance Plan set forth as **Exhibit "C,"** attached hereto and incorporated herein by this reference. Grantor shall be solely responsible for the upkeep and maintenance of the Property. If Grantor fails to maintain the Property in accordance with the Maintenance Plan, the Grantee may provide or cause to be provided such maintenance necessary to preserve and protect the Conservation Values of the Property. Any costs incurred by the Grantee in providing such maintenance shall be reimbursed by Grantor within thirty (30) days from receipt of invoicing from Grantee.

14. **Taxes.** Grantor shall pay all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property, including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor shall reimburse Grantee for the same within thirty (30) days from receipt of invoicing from Grantee.

15. **Indemnification.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents and contractors, and the successors and assigns of each of them, collectively referred to as the "Indemnified Parties," from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, to the extent arising from Grantor's actions on the Property, unless due to the gross negligence or willful misconduct of Grantee. Grantor shall keep the Property insured with comprehensive general liability insurance against claims for personal injury, death and property damage and shall name Grantee as an additional insured party on all such insurance policies, providing Grantee evidence of such insurance upon request.

16. **Transfer of Grantee's Interest.** If the Grantee determines that it no longer is able to enforce its rights under this instrument or that it no longer desires to enforce the rights, or desires to assign enforcement rights to a qualified organization under Section 501(c)(3) and/or 170(h)(3) of the *Internal Revenue Code*, the Grantee shall be entitled to convey in whole or in part all of its rights under this instrument and deliver a copy of this instrument to an organization designated by the Grantee and described in or contemplated by Section 501(c)(3) and/or 170(h)(3) of the Code, or the comparable provision in any subsequent revision of the Code, to ensure that the Easement is enforced. Furthermore, the Grantee is hereby expressly prohibited from subsequently transferring the Easement, whether or not for consideration, unless (a) the Grantee, as a condition of the subsequent transfer, requires that the conservation purposes which the Easement is intended to advance continue to be carried out; and (b) the transferee is an organization qualifying at the time of the transfer as an eligible donee under Section 501(c)(3) and/or 170(h)(3) of the Code and regulations promulgated thereunder.

17. **Cessation of Grantee's Existence.** If Grantee shall cease to exist or if the Grantee is no longer authorized to acquire and hold conservation easements, then this Easement



shall become vested in another entity. Any successor entity shall be a qualified organization for the purposes of Section 501(c)(3) and/or 170(h)(3) of the *Internal Revenue Code*.

18. **Termination of the Easement.** This Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the purpose of the Easement or by exercise of eminent domain in accordance with the provisions set forth herein. The fact that the Grantee may have title to the Property and therefore may become an Owner for purposes of this Easement such shall not cause a termination of this Easement by operation of the doctrine of merger or otherwise. The Grantee shall not voluntarily or willingly allow the termination of any of the restrictions of this instrument, and if any or all of the restrictions of the Easement are nevertheless terminated by a judicial or other governmental proceeding, any and all compensation received by the Grantee as a result of the termination shall be used by the Grantee in a manner consistent with the conservation purposes of the Easement. If subsequent circumstances render the purposes of this Easement impossible to fulfill, then this Easement may be partially or entirely terminated only by judicial proceedings.

19. **Transfer of Grantor's Interest.** The Grantor shall incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Any such transfer of interest shall be subject to the restrictions set forth in this Easement. The failure of the Grantor to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way. Upon proper and permitted conveyance of title to the Property, the Grantor shall be released from its obligations under this Easement.

20. **Notices.** Any notice, demand, request, consent, approval, or communication shall be in writing and served personally or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the following, or to such other address as the Grantee or Grantor shall from time to time designate by written notice.

To Grantee: Farmington City  
Attn: City Manager  
160 South Main  
P.O. Box 160  
Farmington, Utah 84025

To Grantor: Woodside Hunters Creek, LLC  
Attn: Peter Evans  
39 East Eagleridge Drive, Suite 100  
North Salt Lake, Utah 84054

With Copy to: Woodside Group, LLC  
Attn: Wayne Farnsworth  
39 East Eagleridge Drive, Suite 100  
North Salt Lake, Utah 84054

21. **Title Warranty.** Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except those set forth in **Exhibit "D,"** attached hereto and incorporated herein by this reference, and hereby promises to defend the same against claims made on its behalf against it.

22. **Subsequent Encumbrances.** This Easement shall not restrict the right of Grantor or its successors or assigns to execute, deliver and record mortgages on the Property or to grant other rights or easements in respect of the Property, subject to the terms and conditions set forth herein. The grant of any easement or use restriction that might diminish or impair the Conservation Values of the Property is prohibited. Any lien or security interest of a mortgage and any easement or other right created subsequent to the date hereof shall be subject to and subordinate to this Easement.

23. **Environmental Warranty.** Grantor warrants that it has no actual knowledge or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability or expense, including reasonable attorney's fees to the extent arising from or with respect to any release of hazardous waste or violation of environmental laws the Property caused by Grantor or those acting on its behalf, unless due to the gross negligence or willful misconduct of Grantee.

24. **Recordation.** The Grantee shall record this instrument in timely fashion in the official records of Davis County, Utah, and may re-record it at any time as may be required to preserve its rights in this Easement.

25. **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Utah.

26. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Easement to effect the purpose of this Easement and the policy and purpose of *Utah Code Ann. § 57-18-1, et seq.*, as amended, and related provisions. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

27. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

28. **Joint Obligation.** Subject to the provisions set forth herein, the obligations imposed by this Easement upon Grantor or Grantors shall be joint and several.

29. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Grantee, the Grantor, and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

30. **Entire Agreement.** This Easement, together with all exhibits, sets forth the entire agreement of the parties with respect to the subject matter hereof and supercedes all prior discussions and understandings.

31. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

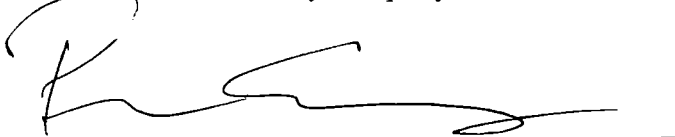
32. **Amendments.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may jointly amend the Easement; provided, that no amendment shall be allowed that affects the qualification of the Easement under the IRS Code 170(h), or any regulation promulgated thereunder, or the Utah Land Conservation Easement Act, as set forth in *Utah Code Ann. §§ 57-18-1, et seq.*, as amended. Any amendment to this Easement shall be consistent with the purposes of this Easement, shall not affect its perpetual duration, and shall not impair any of the significant Conservation Values of the Property. Any such amendment shall be in writing, signed by both parties, and recorded in the official records of Davis County, Utah. Any proposed amendments to this Easement shall comply with the Farmington City Conservation Easement Amendment Policy, as amended, and shall require, at a minimum, a public hearing before the City Council and fourteen (14) day advance notice to the public by publishing notice in a daily newspaper of general circulation in the City.

*(Signature page to follow)*

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first above written.

**GRANTOR:**

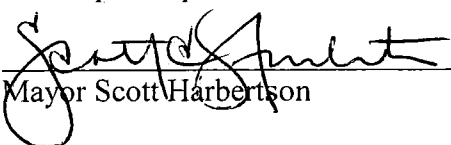
**WOODSIDE HUNTERS CREEK, LLC**  
A Utah-limited liability company



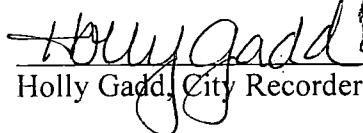
By: Peter Evans  
Its: President

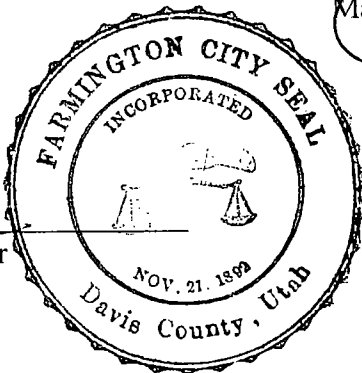
**GRANTEE:**

**FARMINGTON CITY**  
A Utah municipal corporation

By:   
Mayor Scott Harbertson

**ATTEST:**

  
Holly Gadd, City Recorder



GRANTOR'S ACKNOWLEDGMENT

STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF Davis )

On the 16<sup>th</sup> day of October, 2013, personally appeared before me Peter Evans, who being by me duly sworn did say that he is the President of **WOODSIDE HUNTERS CREEK, LLC**, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company in his authorized capacity and duly acknowledged to me that said limited liability company executed the same.



Kimberli D Littlejohn  
Notary Public

My Commission Expires:

Residing at:

09/13/2014

North Salt Lake, Utah



GRANTEE'S ACKNOWLEDGMENT

STATE OF UTAH            )  
                                      :SS.  
COUNTY OF DAVIS        )

On the 19<sup>th</sup> day of November, 2013, personally appeared before me Scott Harbertson, 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 Scott Harbertson acknowledged to me that the City executed the same.

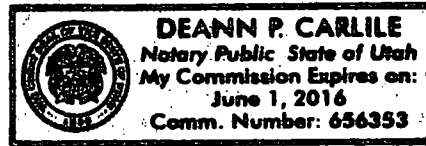
Deann P. Carlile  
Notary Public

My Commission Expires:

Residing at:

6/1/16

Davis, County



*pa*

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, SOUTH 89°57'52" EAST 205.48 FEET TO THE WESTERN BOUNDARY OF THE PROPOSED HUNTERS CREEK SUBDIVISION NO. 4B; THENCE ALONG THE WESTERLY LINE OF SAID SUBDIVISION AND THE PROPOSED HUNTERS CREEK SUBDIVISION NO. 4A THE FOLLOWING 12 COURSES: (1) SOUTH 00°02'08" WEST 136.32 FEET, (2) SOUTH 26°59'53" EAST 1,024.22 FEET, (3) NORTH 74°29'05" EAST 114.84 FEET, (4) NORTH 16°28'05" EAST 37.57 FEET, (5) NORTH 85°40'30" EAST 42.96 FEET, (6) SOUTH 57°28'11" EAST 55.85 FEET, (7) SOUTH 18°36'29" EAST 45.97 FEET, (8) SOUTH 07°14'07" EAST 60.36 FEET, (9) SOUTH 01°45'46" EAST 74.50 FEET, (10) SOUTH 05°59'47" EAST 48.17 FEET, (11) SOUTH 11°46'56" EAST 62.88 FEET, (12) SOUTH 19°35'06" EAST 29.98 FEET MORE OR LESS TO THE NORTH BOUNDARY LINE OF THE FARMINGTON MEADOW PHASE 1 SUBDIVISION AS RECORDED IN THE DAVIS COUNTY RECORDERS OFFICE; THENCE ALONG SAID NORTH BOUNDARY LINE SOUTH 89°56'45" WEST 930.08 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE SOUTH 00°10'19" EAST 1,003.92 FEET ALONG SAID EAST LINE TO A POINT ON THE EASTERLY LINE OF THAT PARCEL OWNED BY UTAH POWER AND LIGHT AS FOUND IN BOOK 680 AT PAGE 87 IN THE DAVIS COUNTY RECORDER'S OFFICE; THENCE ALONG SAID EASTERLY LINE NORTH 37°17'38" WEST 2843.27 FEET; THENCE NORTH 37°17'14" WEST ALONG SAID EASTERLY LINE 84.93 FEET MORE OR LESS TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID NORTH LINE EAST 1767.22 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 62.96 ACRES, MORE OR LESS.

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**LEGAL DESCRIPTION OF THE WETLAND PARCEL  
LOCATED IN THE OPEN SPACE OF  
THE HUNTERS CREEK DEVELOPMENT, FARMINGTON, UTAH**

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 15 (BASIS OF BEARING BEING "WEST" BETWEEN THE CENTER AND WEST QUARTER CORNERS OF SECTION 15 TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN), SAID POINT BEING WEST 854.16 FEET FROM THE CENTER OF SAID SECTION 15; AND RUNNING ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF A WETLAND THE FOLLOWING 51 COURSES: (1) SOUTH 35°45'21" EAST 15.80 FEET, (2) SOUTH 35°38'41" EAST 84.40 FEET, (3) SOUTH 38°29'33" EAST 121.27 FEET, (4) SOUTH 24°20'19" EAST 62.69 FEET, (5) SOUTH 06°06'08" EAST 98.82 FEET, (6) SOUTH 41°10'59" EAST 76.68 FEET, (7) SOUTH 39°47'33" EAST 70.11 FEET, (8) SOUTH 43°47'59" EAST 56.50 FEET, (9) SOUTH 10°07'48" EAST 59.77 FEET, (10) SOUTH 22°59'02" EAST 69.11 FEET, (11) SOUTH 23°36'52" EAST 62.63 FEET, (12) SOUTH 35°49'31" EAST 45.46 FEET, (13) SOUTH 42°32'58" EAST 54.59 FEET, (14) SOUTH 34°08'14" EAST 51.57 FEET, (15) SOUTH 40°37'38" EAST 52.05 FEET, (16) SOUTH 71°22'08" EAST 62.99 FEET, (17) SOUTH 61°26'04" EAST 35.80 FEET, (18) SOUTH 46°26'27" EAST 34.63 FEET, (19) SOUTH 47°09'30" EAST 29.21 FEET, (20) SOUTH 81°19'21" EAST 44.10 FEET, (21) SOUTH 83°09'17" EAST 38.46 FEET, (22) SOUTH 00°14'34" WEST 47.81 FEET, (23) SOUTH 33°31'42" EAST 55.68 FEET, (24) SOUTH 32°42'12" EAST 38.70 FEET, (25) SOUTH 60°17'03" EAST 44.93 FEET, (26) SOUTH 39°27'42" EAST 55.17 FEET, (27) SOUTH 69°32'05" EAST 44.35 FEET, (28) SOUTH 68°19'53" EAST 82.07 FEET, (29) SOUTH 46°55'51" EAST 35.80 FEET, (30) SOUTH 61°18'52" EAST 31.43 FEET, (31) SOUTH 35°57'06" EAST 42.62 FEET, (32) SOUTH 74°59'46" EAST 34.56 FEET, (33) NORTH 89°28'29" EAST 24.78 FEET, (34) NORTH 77°22'18" EAST 44.05 FEET, (35) NORTH 70°35'45" EAST 138.05 FEET, (36) NORTH 79°57'37" EAST 30.59 FEET, (37) SOUTH 84°42'15" EAST 93.41 FEET, (38) NORTH 88°24'34" EAST 58.89 FEET, (39) NORTH 76°06'13" EAST 56.71 FEET, (40) NORTH 66°54'48" EAST 113.05 FEET, (41) NORTH 34°06'07" EAST 70.63 FEET, (42) NORTH 14°21'18" WEST 48.52 FEET, (43) NORTH 16°28'05" EAST 37.57 FEET, (44) NORTH 85°40'30" EAST 42.96 FEET, (45) SOUTH 57°28'11" EAST 55.85 FEET, (46) SOUTH 18°36'29" EAST 45.97 FEET, (47) SOUTH 07°14'07" EAST 60.36 FEET, (48) SOUTH 01°45'46" EAST 74.50 FEET, (49) SOUTH 05°59'47" EAST 48.17 FEET, (50) SOUTH 11°46'56" EAST 62.88 FEET, (51) SOUTH 19°35'06" EAST 29.98 FEET MORE OR LESS TO THE NORTH BOUNDARY LINE OF THE FARMINGTON MEADOW PHASE 1 SUBDIVISION AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE ALONG SAID NORTH BOUNDARY LINE SOUTH 89°56'45" WEST 930.08 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AND THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH 00°10'19" EAST ALONG SAID COMMON LINE 1,003.92 FEET TO A POINT ON THE EASTERLY LINE OF THAT PARCEL OWNED BY UTAH POWER AND LIGHT AS FOUND IN BOOK 680 AT PAGE 87

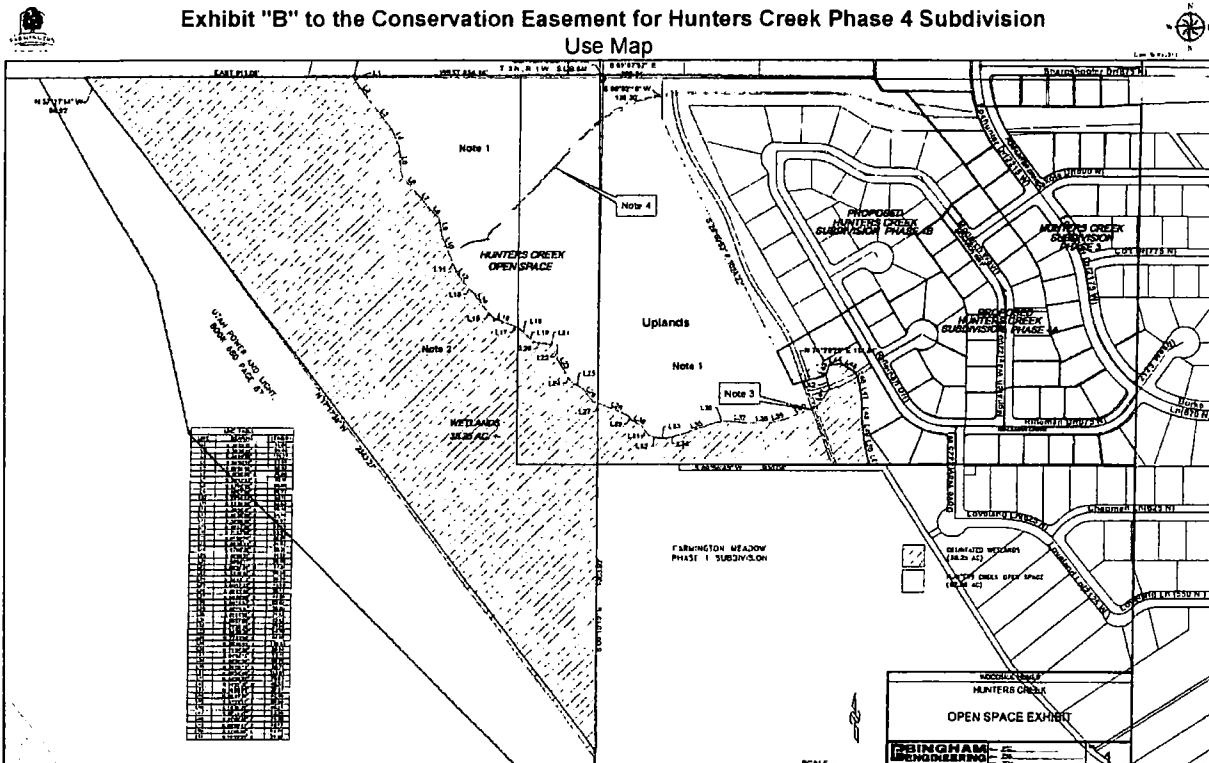
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IN THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE ALONG SAID  
EASTERLY LINE NORTH 37°17'38" WEST 2843.27 FEET; THENCE NORTH 37°17'14"  
WEST ALONG SAID EASTERLY LINE 84.93 FEET MORE OR LESS TO THE NORTH  
LINE OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID NORTH LINE EAST  
913.06 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID PARCEL  
CONTAINS 38.25 ACRES, MORE OR LESS.

## EXHIBIT "B" USE MAP OF EASEMENT



The following Notes are provided regarding the specified permitted and conditional uses of Property within the Open Space Conservation Easement for Hunters Creek Subdivision Phases 1, 2 and 3, as indicated and designated on the attached Use Map for the subject areas.

**Note 1:** Permitted and conditional uses allowed as shown in Subsection 6a and 6b of the Conservation Easement, as amended.

**Note 2:** Permitted and conditional uses allowed as shown in paragraphs 6.a.i, 6.a.iii, 6.a.vi, 6.a.vii and 6.b.iii of the conservation easement, as amended.

**Note 3:** Permitted and conditional uses allowed as shown in paragraphs 6.a.i, 6.a.iv, 6.a.vi, 6.a.vii and 6.b.i of the conservation easement, as amended.

**Note 4:** Permitted and conditional uses allowed as shown in paragraphs 6.a.1, 6.a.v, and 6.b.iii.

## EXHIBIT "C"

### to the Conservation Easement for Hunters Creek Subdivision Phase 4

## MAINTENANCE PLAN

### SECTION 1- PURPOSE

The purpose of this Maintenance Plan is to supplement the development criteria for the development of Hunters Creek Subdivision Phase 4 as contained in the Farmington City Zoning Ordinances for Conservation Subdivisions, the Development Agreement, the Conservation Easement, and the Covenants, Conditions and Restrictions applicable to the subdivision in order to fix maintenance responsibility and provide additional maintenance guidelines, where necessary for property located within the Conservation Easement area. The Maintenance Plan is intended to provide guidelines and fix responsibility for areas adjacent to Hunters Creek Subdivision Phase 4 that are designated as a Parcel and covered by the Conservation Easement recorded against the subject property.

### SECTION 2- PROPERTY

The Conservation Easement subject to this Maintenance Plan is located in the Hunters Creek Subdivision Phase 4, consisting of approximately 62.96 acres of that certain real property within Farmington City, Davis County, State of Utah, located in Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, State of Utah, as more particularly described in **Exhibit "1"**, attached hereto and incorporated herein by this reference.

### SECTION 3- MAINTENANCE AREAS

The "Maintenance Areas" are designated in this plan as follows:

- a. Upland Open Space Areas which are designated in **Exhibit "B"** to the Conservation Easement for Hunters Creek Subdivision Phase 4.
- b. Wetland Open Space Areas which are designated in **Exhibit "B"** to the Conservation Easement for Hunters Creek Subdivision Phase 4.
- c. Trails which are designated in **Exhibit "B"** to the Conservation Easement for Hunters Creek Subdivision Phase 4.
- d. Stream which is designated in **Exhibit "B"** to the Conservation Easement for Hunters Creek Subdivision Phase 4.

#### **SECTION 4- OWNERSHIP OF CONSERVATION LAND**

All of the land within the Conservation Easement will be owned by the Woodside Hunters Creek, LLC or its authorized successors or assigns, subject to the terms and conditions of the Conservation Easement.

#### **SECTION 5- MAINTENANCE GUIDELINES AND RESPONSIBILITIES**

**Upland Open Space in all Parcels:** The Upland Open Space shall be maintained by the Woodside Hunters Creek, LLC, or their authorized successors or assigns, subject to the terms and conditions of the Development Agreement, Conservation Easement, and applicable provisions of the Farmington City Zoning Ordinance regarding subdivisions. The Upland Open Space shall be maintained in its natural state (i.e. no broad leaf weeds, but natural vegetation). This may include periodic mowing, spraying, and re-vegetation.

**Wetland Areas:** Wetlands shall be maintained in accordance with and subject to the rules and regulations of any U.S. Army Corps of Engineers wetlands permit.

**Trails:** The trails within trail easements granted to Farmington City will be maintained by the City. Trails which are built in the future by the HOA shall be maintained by the Woodside Hunters Creek, LLC, or their authorized successors or assigns.

**Stream:** The stream banks running through the Easement shall be maintained by Woodside Hunters Creek, LLC, or their authorized successors or assigns. The flow path of the stream itself shall be maintained by Davis County.

**All Conservation Areas:** Any disturbed areas not approved as set forth herein shall be reclaimed and revegetated in natural vegetation or as otherwise directed by the U.S. Army Corps of Engineers or Farmington City in accordance with the applicable plans and requirements for the subject area. A revegetation plan prepared by a landscape architect or other appropriate nursery professional shall be submitted.

#### **SECTION 6- FUNDING MEANS FOR MAINTENANCE AND OPERATIONS**

Estimates regarding staffing needs, insurance requirements, and associated costs for applicable maintenance areas shall be provided by the respective responsible party prior to recordation of the final plat. Sufficient funding may be required regarding such obligations in accordance with Farmington City Ordinances.

**Upland and Wetland Open Space:** The Developer, Woodside Hunters Creek, LLC, or its authorized successors or assigns, shall fund any long-term capital improvements related to the conservation easement, as well as regular yearly operating and maintenance costs associated with the Upland and Wetland Open Space. Maintenance of these areas shall be all at the sole expense of the Developer, Woodside Hunters Creek, LLC, or their authorized successors or assigns, in accordance with the and subject to the terms and conditions of the Development Agreement, Conservation Easement and applicable provisions of the Farmington City Zoning Ordinance regarding Conservation Subdivisions.

## **SECTION 7- MODIFICATION**

Any changes to this Maintenance Plan must be in writing and approved by the City. Any such amendments shall be considered an amendment of the Conservation Easement and shall comply with easement amendment procedures adopted by the City.

## **SECTION 8- CORRECTIVE ACTION**

The City may enter the premises and take corrective action, including extended maintenance. The costs of such corrective action may be charged to the property owner, condominium association, or homeowners association and may include administrative costs and penalties. Such costs shall become a lien on said properties. Notice of such lien shall be filed by the City in the County Recorder's Office. Documents creating or establishing any association or conservation organization shall reference the City's corrective action authority.

## **SECTION 9- PROHIBITED ENCROACHMENTS**

No encroachment by any structure, improvement or disturbance to the land shall be permitted into designated wetlands unless specifically authorized by the U.S. Army Corps of Engineers. No encroachment by any structure, improvement or disturbance to the land shall be permitted into Conservation Lands by private parties or adjacent landowners. Uses of the Conservation Land shall be strictly limited to those conditional and permitted uses set forth in the Conservation Easement and as shown on the applicable Use Maps.

Exhibit "1"

Legal Description of Conservation Easement  
for Hunters Creek Subdivision Phase 4

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, SOUTH 89°57'52" EAST 205.48 FEET TO THE WESTERN BOUNDARY OF THE PROPOSED HUNTERS CREEK SUBDIVISION NO. 4B; THENCE ALONG THE WESTERLY LINE OF SAID SUBDIVISION AND THE PROPOSED HUNTERS CREEK SUBDIVISION NO. 4A THE FOLLOWING 12 COURSES: (1) SOUTH 00°02'08" WEST 136.32 FEET, (2) SOUTH 26°59'53" EAST 1,024.22 FEET, (3) NORTH 74°29'05" EAST 114.84 FEET, (4) NORTH 16°28'05" EAST 37.57 FEET, (5) NORTH 85°40'30" EAST 42.96 FEET, (6) SOUTH 57°28'11" EAST 55.85 FEET, (7) SOUTH 18°36'29" EAST 45.97 FEET, (8) SOUTH 07°14'07" EAST 60.36 FEET, (9) SOUTH 01°45'46" EAST 74.50 FEET, (10) SOUTH 05°59'47" EAST 48.17 FEET, (11) SOUTH 11°46'56" EAST 62.88 FEET, (12) SOUTH 19°35'06" EAST 29.98 FEET MORE OR LESS TO THE NORTH BOUNDARY LINE OF THE FARMINGTON MEADOW PHASE 1 SUBDIVISION AS RECORDED IN THE DAVIS COUNTY RECORDERS OFFICE; THENCE ALONG SAID NORTH BOUNDARY LINE SOUTH 89°56'45" WEST 930.08 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE SOUTH 00°10'19" EAST 1,003.92 FEET ALONG SAID EAST LINE TO A POINT ON THE EASTERLY LINE OF THAT PARCEL OWNED BY UTAH POWER AND LIGHT AS FOUND IN BOOK 680 AT PAGE 87 IN THE DAVIS COUNTY RECORDER'S OFFICE; THENCE ALONG SAID EASTERLY LINE NORTH 37°17'38" WEST 2843.27 FEET; THENCE NORTH 37°17'14" WEST ALONG SAID EASTERLY LINE 84.93 FEET MORE OR LESS TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID NORTH LINE EAST 1767.22 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 62.96 ACRES, MORE OR LESS.

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