

**ROAD AND BOX CULVERT AGREEMENT  
FOR THE  
FARMINGTON STATION PARKWAY SUBDIVISION**

08-664-0001, Street  
(Cook Lane)

RETURNED

AUG 24 2023

**THE ROAD AND BOX CULVERT AGREEMENT** (the "Agreement") is made and entered into as of the 24<sup>th</sup> day of August, 2023, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **STATION PARKWAY TOWNHOMES, LLC**, hereinafter referred to as the "Developer."

**RECITALS**

A. Developer owns approximately 3.07 acres of property 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 submitted an application to the City seeking approval of the Project as a residential development in accordance with the City's Laws. Developer's Project shall be known as Farmington Station Parkway Townhomes (the "Project").

C. On November 19, 2020, Developer received approval of a final plat (the "Final Plat") for the Project from the Farmington City Planning Commission. The Final Plat provides for the development of a total of 50 Townhomes.

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

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

**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:

E 3541530 B 8323 P 863-874  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
8/24/2023 2:53 PM  
FEE 0.00 Pgs: 12  
Farmington City Corp

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

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

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 developed in accordance with the City's Laws, the final site plan, the preliminary plat, the Final Plat, and this Agreement.

b. **Roads and Traffic.** Roads for the Project shall be developed in accordance with the Final Plat.

i. Previously the Developer conveyed land to the City, in fee title, for Cook Lane running the entire length of the north side of the Property. This land shall be included in the Final Plat and shall be dedicated as public right-of-way.

ii. Developer posted a bond acceptable to the City, to fully improve the Cook Lane right-of-way the full length of the abutting Project from the Station Parkway to the east edge of Shepard Creek riparian area.

iii. The City Engineer prepared an estimate for the cost of the Cook Lane improvements from the east edge of the Shepard Creek riparian area to the west boundary line of the Property, including, but not limited to, a box culvert for the creek crossing, to be constructed, or caused to constructed, by the City in the future, attached hereto as **Exhibit C** and by this reference made a part hereof. Developer shall provide a cash payment equal to the estimate prior to, or concurrent with, the recordation of the Final Plat.

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

5. **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: Station Parkway Townhomes, LLC  
215 N. Redwood Rd., Suite #8  
NSL, Utah 84054

To the City: Farmington City  
Attn: City Manager  
160 South Main Street  
Farmington, Utah 84025-0160

6. **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.

7. **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.

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

9. **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.

10. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent, or employee of the City shall be personally liable to the Developer, or any successor-in-interest or assignee of the Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any

obligation arising under the terms of this Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

11. **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, successor and assigns.

12. **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.

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

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

15. **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 five (5) years from the date of this Agreement or in the event the Developer does not comply with the City's Laws and the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement. 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, the City shall permanently retain the cash payment tendered by Developer described in Section 3(b)(iii) of this Agreement, and the Agreement shall be terminated.

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

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



### DEVELOPER ACKNOWLEDGMENT

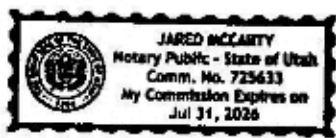
STATE OF UTAH            )  
                                      : ss.  
COUNTY OF DAVIS        )

On this 24 day of AUGUST, 2023, personally appeared before me, NATHAN DOSSLEY, who being by me duly sworn, did say that (s)he is a managing member of station Parkway Townhomes LLC, a Utah Limited Liability Company, and that the foregoing instrument was signed on behalf of said Station Parkway Townhomes LLC by authority of its Articles of Organization and duly acknowledgment to me that said NATHAN DOSSLEY executed the same.

  
\_\_\_\_\_  
Notary Public  
Residing at:

My Commission Expires:  
  
JULY 31, 2026

45 E CENTER ST NSL, UT 84051



**EXHIBIT A**

**Property Description**

08-486-0123 *kna Street (Cook Lane)*

PART OF THE SE 1/4 OF SEC 14-T3N-R1W, SLB&M, DESC AS FOLLOWS: BEG AT A PT ON THE W'LY R/W LINE OF STATION PARKWAY, SD PT BEING N 00°00'21" W 698.82 FT & S 89°59'39" W 450.82 FT FR THE SE COR OF SD SEC 14; & RUN TH S 77°32'21" W 37.47 FT; TH ALG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 178.00 FT, AN ARC LENGTH OF 101.43 FT, A DELTA ANGLE OF 32°39'00", A CHORD BEARING OF N 86°08'09" W, & A CHORD LENGTH OF 100.07 FT; TH ALG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 122.00 FT, AN ARC LENGTH OF 42.54 FT, A DELTA ANGLE OF 19°58'51", A CHORD BEARING OF N 79°48'04" W & A CHORD LENGTH OF 42.33 FT; TH N 89°47'29" W 317.58 FT; TH N 00°20'20" W 56.00 FT; TH S 89°47'29" E 318.11 FT; TH ALG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 178.00 FT, AN ARC LENGTH OF 62.07 FT, A DELTA ANGLE OF 19°58'50", A CHORD BEARING OF S 79°48'04" E, & A CHORD LENGTH OF 61.76 FT; TH ALG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 122.00 FT, AN ARC LENGTH OF 69.52 FT, A DELTA ANGLE OF 32°39'00", A CHORD BEARING OF S 86°08'09" E, & A CHORD LENGTH OF 68.58 FT; TH N 77°32'21" E 28.09 FT; TH ALG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 810.00 FT, AN ARC LENGTH OF 56.79 FT, A DELTA ANGLE OF 04°01'02", A CHORD BEARING OF S 21°58'05" E, & A CHORD LENGTH OF 56.78 FT. CONT. 0.627 ACRES

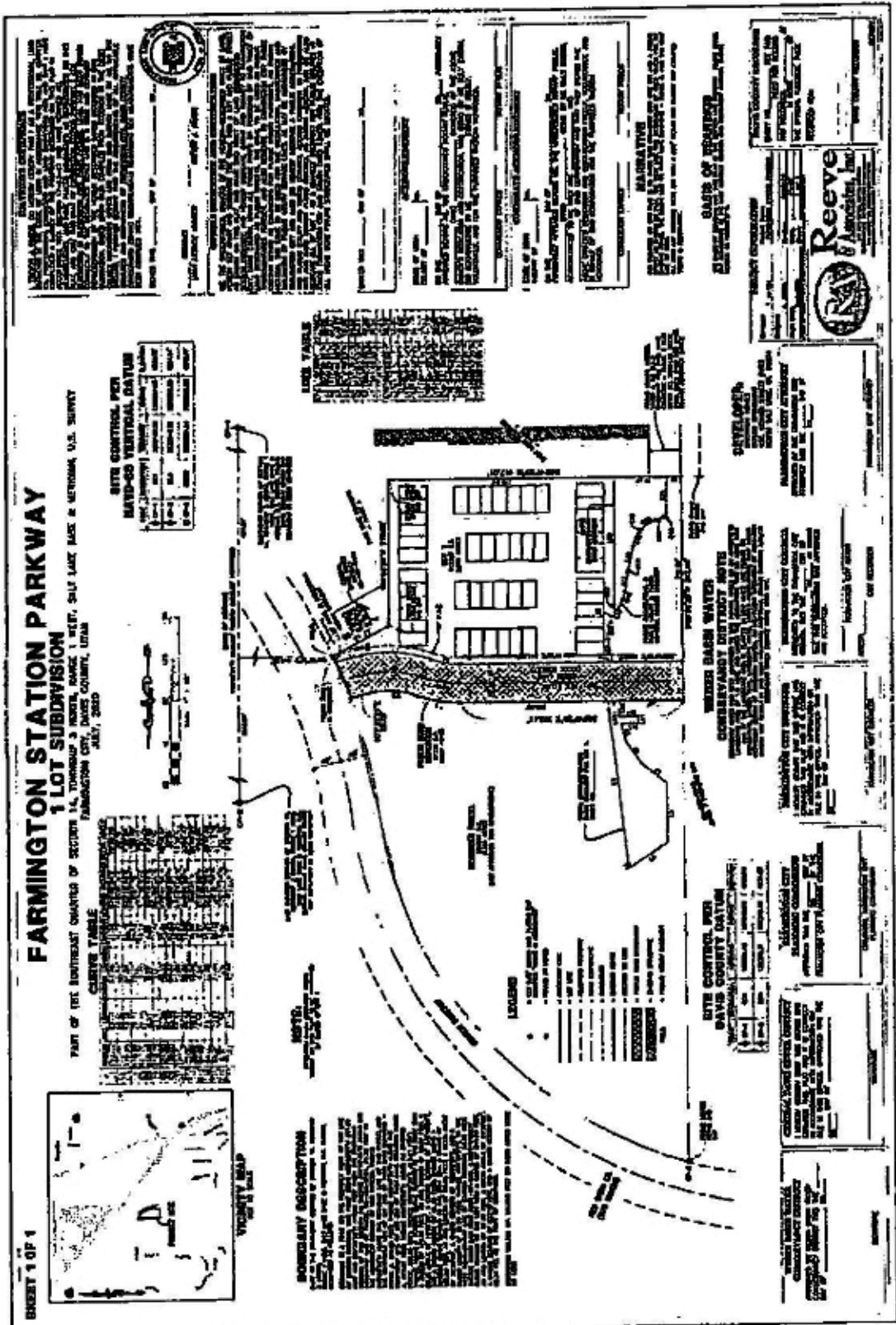
08-486-0121 *kna 08-664 0001*

PART OF THE SE 1/4 OF SEC 14-T3N-R1W, SLB&M, DESC AS FOLLOWS: BEG AT A PT ON THE W'LY R/W LINE OF STATION PARKWAY, SD PT BEING N 00°00'21" W 691.01 FT & S 89°59'39" W 447.29 FT FR THE SE COR OF SD SEC 14; & RUN TH S 61°45'46" W 91.25 FT; TH S 00°03'29" W 210.02 FT; TH N 89°47'29" W 417.01 FT; TH N 00°20'20" W 266.80 FT; TH S 89°47'29" E 317.58 FT; TH ALG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 122.00 FT, AN ARC LENGTH OF 42.54 FT, A DELTA ANGLE OF 19°58'50", A CHORD BEARING OF S 79°48'04" E, & A CHORD LENGTH OF 42.33 FT; TH ALG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 178.00 FT, AN ARC LENGTH OF 101.43 FT, A DELTA ANGLE OF 32°39'00", A CHORD BEARING OF S 86°08'09" E, & A CHORD LENGTH OF 100.07 FT; TH N 77°32'21" E 37.47 FT TO A PT ON THE W'LY R/W LINE OF STATION PARKWAY; TH ALG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 810.00 FT, AN ARC LENGTH OF 8.57 FT, A DELTA ANGLE OF 00°36'22", A CHORD BEARING OF S 24°16'47" E, & A CHORD LENGTH OF 8.57 FT TO THE POB. CONT. 2.578 ACRES

**EXHIBIT B**

**Final Plat**





SHEET 1 OF 1

**FARMINGTON STATION PARKWAY  
1 LOT SUBDIVISION**

PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SULLY TACE BASIN & NEIGHBORING U.S. SURVEY  
FARMINGTON CITY, DAVIS COUNTY, IOWA  
JULY, 2002



**OWNER TABLE**

| NO. | NAME                   | ADDRESS               | CITY       | STATE | ZIP   |
|-----|------------------------|-----------------------|------------|-------|-------|
| 1   | Reeve Associates, Inc. | 1000 1st Street, S.W. | Des Moines | Iowa  | 50319 |

**SITE CONTROL PER  
MAYNARD-60 VERTICAL DATUM**

| NO. | NAME                   | ADDRESS               | CITY       | STATE | ZIP   |
|-----|------------------------|-----------------------|------------|-------|-------|
| 1   | Reeve Associates, Inc. | 1000 1st Street, S.W. | Des Moines | Iowa  | 50319 |

**BOUNDARY DESCRIPTION**  
The boundary of the subject lot is as follows: ...

**NOTES**

1. SEE PLAN FOR DETAILS.
2. SEE PLAN FOR DETAILS.
3. SEE PLAN FOR DETAILS.
4. SEE PLAN FOR DETAILS.
5. SEE PLAN FOR DETAILS.
6. SEE PLAN FOR DETAILS.
7. SEE PLAN FOR DETAILS.
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9. SEE PLAN FOR DETAILS.
10. SEE PLAN FOR DETAILS.

**USE TABLE**

| NO. | DESCRIPTION  | AREA (SQ. FT.) |
|-----|--------------|----------------|
| 1   | RESIDENTIAL  | 10,000         |
| 2   | COMMERCIAL   | 5,000          |
| 3   | INDUSTRIAL   | 2,000          |
| 4   | AGRICULTURAL | 1,000          |
| 5   | UNDEVELOPED  | 1,000          |

**LEGEND**

- 1. SEE PLAN FOR DETAILS.
- 2. SEE PLAN FOR DETAILS.
- 3. SEE PLAN FOR DETAILS.
- 4. SEE PLAN FOR DETAILS.
- 5. SEE PLAN FOR DETAILS.
- 6. SEE PLAN FOR DETAILS.
- 7. SEE PLAN FOR DETAILS.
- 8. SEE PLAN FOR DETAILS.
- 9. SEE PLAN FOR DETAILS.
- 10. SEE PLAN FOR DETAILS.

**SITE CONTROL PER  
DAVIS COUNTY DATUM**

| NO. | NAME                   | ADDRESS               | CITY       | STATE | ZIP   |
|-----|------------------------|-----------------------|------------|-------|-------|
| 1   | Reeve Associates, Inc. | 1000 1st Street, S.W. | Des Moines | Iowa  | 50319 |

**SITE CONTROL PER  
WESLEY BASH WATER  
CONSERVATION DISTRICT NOTE**

| NO. | NAME                   | ADDRESS               | CITY       | STATE | ZIP   |
|-----|------------------------|-----------------------|------------|-------|-------|
| 1   | Reeve Associates, Inc. | 1000 1st Street, S.W. | Des Moines | Iowa  | 50319 |

**DEVELOPER**

| NO. | NAME                   | ADDRESS               | CITY       | STATE | ZIP   |
|-----|------------------------|-----------------------|------------|-------|-------|
| 1   | Reeve Associates, Inc. | 1000 1st Street, S.W. | Des Moines | Iowa  | 50319 |

**GENERAL NOTES**

1. SEE PLAN FOR DETAILS.
2. SEE PLAN FOR DETAILS.
3. SEE PLAN FOR DETAILS.
4. SEE PLAN FOR DETAILS.
5. SEE PLAN FOR DETAILS.
6. SEE PLAN FOR DETAILS.
7. SEE PLAN FOR DETAILS.
8. SEE PLAN FOR DETAILS.
9. SEE PLAN FOR DETAILS.
10. SEE PLAN FOR DETAILS.

**REMARKS**

1. SEE PLAN FOR DETAILS.
2. SEE PLAN FOR DETAILS.
3. SEE PLAN FOR DETAILS.
4. SEE PLAN FOR DETAILS.
5. SEE PLAN FOR DETAILS.
6. SEE PLAN FOR DETAILS.
7. SEE PLAN FOR DETAILS.
8. SEE PLAN FOR DETAILS.
9. SEE PLAN FOR DETAILS.
10. SEE PLAN FOR DETAILS.

**DATE OF SURVEY**

| NO. | DATE      | BY                     |
|-----|-----------|------------------------|
| 1   | July 2002 | Reeve Associates, Inc. |

**Reeve Associates, Inc.**  
1000 1st Street, S.W.  
Des Moines, Iowa 50319  
515-281-1111  
www.reeve.com

**EXHIBIT C**

**Cook Lane Extension Cost Estimate**

**Farmington Station Parkway (Cook Property)  
Construction Estimate For Shepard Creek Crossing  
1-28-21**

| <b>Storm Drain</b>                       |          |      |              |             |                  |
|--|----------|------|--------------|-------------|------------------|
| Item                                     | Quantity | Unit | Unit Cost    | Bond Amount |                  |
| SD Basin Inlet Box                       |          | EA   | \$ 400.00    | \$          | -                |
| 15" RCP Pipe (Includes Bedding and Fill) |          | LF   | \$ 45.00     | \$          | -                |
| 48" RCP Pipe (Includes Bedding and Fill) | 130      | LF   | \$ 90.00     | \$          | 11,700.00        |
| Catch Basin Curb Inlet                   |          | EA   | \$ 2,500.00  | \$          | -                |
| Combo Box                                |          | EA   | \$ 4,500.00  | \$          | -                |
| 5' Manhole                               |          | EA   | \$ 4,000.00  | \$          | -                |
| Detention Basins                         |          | LS   | \$ 12,000.00 | \$          | -                |
| Flared end Outlet Structure Rip Rapped   |          | EA   | \$ 3,000.00  | \$          | -                |
| SWPPP                                    |          | LS   | \$ 2,000.00  | \$          | -                |
| <b>Subtotal</b>                          |          |      |              | \$          | <b>11,700.00</b> |

| <b>Sanitary Sewer</b> |          |      |             |             |                 |
|-----------------------|----------|------|-------------|-------------|-----------------|
| Item                  | Quantity | Unit | Unit Cost   | Bond Amount |                 |
| Connect to Existing   | 1        | EA   | \$ 2,500.00 | \$          | 2,500.00        |
| 8" PVC DR03S          | 105      | LF   | \$ 55.00    | \$          | 5,775.00        |
| Sewer Manhole 5'      |          | EA   | \$ 2,400.00 | \$          | -               |
| <b>Subtotal</b>       |          |      |             | \$          | <b>8,275.00</b> |

| <b>Water</b>                      |          |      |             |             |                 |
|-----------------------------------|----------|------|-------------|-------------|-----------------|
| Item                              | Quantity | Unit | Unit Cost   | Bond Amount |                 |
| Connect to Existing               | 1        | EA   | \$ 1,500.00 | \$          | 1,500.00        |
| 8" PVC C-900 DR 14 Culinary Water | 105      | LF   | \$ 42.00    | \$          | 4,410.00        |
| 8" Secondary Water                | 105      | LF   | \$ 38.00    | \$          | 3,990.00        |
| 8" Fittings                       |          | EA   | \$ 4,000.00 | \$          | -               |
| 6" Water Meter Vault              |          | EA   | \$ 5,500.00 | \$          | -               |
| Fire Hydrant                      |          | EA   | \$ 5,000.00 | \$          | -               |
| <b>Subtotal</b>                   |          |      |             | \$          | <b>9,900.00</b> |

| <b>Road Improvements</b> |          |      |             |             |                   |
|--------------------------|----------|------|-------------|-------------|-------------------|
| Item                     | Quantity | Unit | Unit Cost   | Bond Amount |                   |
| Clear and Grub           | 1        | LS   | \$ 1,500.00 | \$          | 1,500.00          |
| Rough Grade              | 1        | LS   | \$ 100.00   | \$          | 100.00            |
| Sawcut Asphalt           | 28       | LF   | \$ 6.00     | \$          | 168.00            |
| Curb and Gutter w/ Base  | 210      | LF   | \$ 23.00    | \$          | 4,830.00          |
| 6" Sidewalk w/ Base      | 840      | SF   | \$ 6.00     | \$          | 5,040.00          |
| ADA Ramp                 | 2        | EA   | \$ 2,000.00 | \$          | 4,000.00          |
| Subgrade Fill            | 1,431    | CY   | \$ 17.00    | \$          | 24,328.89         |
| Slurry Seal              | 2,940    | SF   | \$ 0.22     | \$          | 646.80            |
| 12" Road Base            | 2,940    | SF   | \$ 1.90     | \$          | 5,586.00          |
| 3" Asphalt Road          | 2,940    | SF   | \$ 2.30     | \$          | 6,762.00          |
| <b>Subtotal</b>          |          |      |             | \$          | <b>\$2,961.69</b> |

|                       |                     |
|-----------------------|---------------------|
| <b>Subtotal</b>       | <b>\$ 82,836.69</b> |
| <b>5% Contingency</b> | <b>\$ 4,141.83</b>  |
| <b>Total</b>          | <b>\$ 86,978.52</b> |