

E 1934761 B 3422 P 1266
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 NOV 21 3:44 PM FEE 477.00 DEP MT
REC'D FOR FARMINGTON CITY CORP

WHEN RECORDED PLEASE RETURN TO:

Farmington City Recorder
130 North Main Street
P.O. Box 160
Farmington, UT 84025

NOTICE OF CORRECTED LEGAL DESCRIPTION AND PROJECT MAP
FOR
AMENDMENT NO. 2 TO
FARMINGTON RANCHES DEVELOPMENT AGREEMENT

WHEREAS, Farmington City, a Utah municipal corporation, and Boyer Wheeler Farm, L.C., a Utah limited liability company, entered into that certain FARMINGTON RANCHES DEVELOPMENT AGREEMENT, dated August 31, 2000, filed of record in the office of the Davis County Recorder on November 14, 2000, as Entry No. 1624056, Book No. 2713, Page No. 1098, as amended by that certain AMENDMENT NO. 1 TO THE FARMINGTON RANCHES DEVELOPMENT AGREEMENT, dated May 23, 2001, filed of record in the office of the Davis County Recorder on June 7, 2001, Entry No. 1666575, Book No. 2823, Page No. 588, and that certain AMENDMENT NO. 2 TO THE FARMINGTON RANCHES DEVELOPMENT AGREEMENT dated July 3, 2003, filed of record in the office of the Davis County Recorder on July 29, 2003, Entry No. 1893288, Book No. 3341, Page No. 1666 (the "Development Agreement"); and

WHEREAS, the Development Agreement, as amended, governs the development of that certain real property containing approximately 719 acres and located at approximately 100 North and 1525 West in Farmington City, Davis County, State of Utah, as more fully described in Exhibit "A," attached hereto and incorporated herein by this reference (the "Project"); and

WHEREAS, subsequent to the recording of the AMENDMENT NO. 2 TO THE FARMINGTON RANCHES DEVELOPMENT AGREEMENT, it has been determined that Exhibit "1" to the AMENDMENT NO. 2 containing a legal description of the Property and project area (the "Property Description") was erroneous and failed to include the entire 719 acres of the Property as described in the first Recital of the AMENDMENT NO. 2; and

WHEREAS, subsequent to the recording of the AMENDMENT NO. 2 TO THE FARMINGTON RANCHES DEVELOPMENT AGREEMENT, it has been determined that Exhibit "2" to the AMENDMENT NO. 2 containing a map of the Project as part of the Project Master Plan (the "Project Map") was erroneous and failed to show with particularity the location and designation of the trail, drainage and public utility easements as required as part of the Farmington City Council approval of the AMENDMENT NO. 2 TO THE FARMINGTON RANCHES DEVELOPMENT AGREEMENT on May 14, 2003; and

WHEREAS, prior to the recording of the AMENDMENT NO. 2 TO THE FARMINGTON RANCHES DEVELOPMENT AGREEMENT, a portion of the underlying fee of Property within the Project was conveyed from Boyer Wheeler Farm, L.C. to Boyer Wheeler Farm II, L.C., a Utah limited liability company (the "Boyer Wheeler Farm II Property"); and

WHEREAS, subsequent to or concurrent with the recording of the AMENDMENT NO. 2 TO THE FARMINGTON RANCHES DEVELOPMENT AGREEMENT, a portion of the Boyer Wheeler Farm II, L.C. Property was thereafter conveyed from Boyer Wheeler Farm II, L.C. to Viking Real Estate, L.L.C., a Utah limited liability company; and

WHEREAS, the parties desire to correct the erroneous Property Description and Project Map as set forth in Exhibit "1" and Exhibit "2," respectively, of the AMENDMENT NO. 2 TO THE FARMINGTON RANCHES DEVELOPMENT AGREEMENT by substitution of a corrected Property Description and Project Map to assure that the Property is properly described in the Property Description and that the trails, drainage and public utility easements are accurately designated on the Project Map as required as part of the Farmington City Council approval of the AMENDMENT NO. 2 TO THE FARMINGTON RANCHES DEVELOPMENT AGREEMENT on May 14, 2003, so that the intent of the parties will be accomplished;

NOW, THEREFORE, Farmington City, Boyer Wheeler Farm, L.C., Boyer Wheeler Farm II, L.C., and Viking Real Estate, L.L.C., hereby give notice and declare as follows:

1. **Attachment of Correct Property Description.** The corrected Property Description, attached hereto as Exhibit "A," and incorporated herein by reference, is hereby substituted for the Property Description set forth in Exhibit "1" to the AMENDMENT NO. 2 TO THE FARMINGTON RANCHES DEVELOPMENT AGREEMENT and shall hereby be deemed attached and annexed to AMENDMENT NO. 2 TO THE FARMINGTON RANCHES DEVELOPMENT AGREEMENT, which corrected Property Description correctly and properly describes the Property and project area as consisting of the entire 719 acres in accordance with the Development Agreement for the Project and the approval of AMENDMENT NO. 2 TO THE FARMINGTON RANCHES DEVELOPMENT AGREEMENT by the Farmington City Council.

2. **Attachment of Correct Map.** The corrected Project Map, attached hereto as Exhibit "B," and incorporated herein by reference, is hereby substituted for the Project Map set forth in Exhibit "2" to the AMENDMENT NO. 2 TO THE FARMINGTON RANCHES

DEVELOPMENT AGREEMENT and shall hereby be deemed attached and annexed to AMENDMENT NO. 2 TO THE FARMINGTON RANCHES DEVELOPMENT AGREEMENT, which Project Map correctly and properly describes the trail, drainage and public utility easements permitted and required therein in accordance with the Development Agreement for the Project and the approval of AMENDMENT NO. 2 TO THE FARMINGTON RANCHES DEVELOPMENT AGREEMENT by the Farmington City Council.

3. **Acknowledgment and Ratification.** By signing and executing this Notice of Correction, Boyer Wheeler Farm II, L.C., hereby acknowledges and ratifies AMENDMENT NO. 2 TO THE FARMINGTON RANCHES DEVELOPMENT AGREEMENT, which AMENDMENT NO. 2 was recorded after Boyer Wheeler Farm II, L.C., accepted conveyance of a portion of the Property.

4. **Recording.** This Notice shall be recorded in the office of the Davis County Recorder, State of Utah, and the corrected Property Description and Project Map attached to this Notice shall be deemed the original and correct Property Description and Project Map attached to the AMENDMENT NO. 2 TO THE FARMINGTON RANCHES DEVELOPMENT AGREEMENT and constitutes the proper Property Description and Project Map for purposes of the development of the Project in accordance with the terms and conditions of the Development Agreement and the terms and conditions of approval of the AMENDMENT NO. 2 TO THE FARMINGTON RANCHES DEVELOPMENT AGREEMENT.

DATED this 19 day of ^{November}~~October~~, 2003.

ATTEST:

Margy L. Lomax
City Recorder

FARMINGTON CITY

By: [Signature]
Mayor



BOYER WHEELER FARM, L.C., a Utah limited liability company, by its Manager,

THE BOYER COMPANY, L.C., a Utah limited liability company

By: [Signature]
Its: Manager

BOYER WHEELER FARM II, L.C., a Utah
limited liability company, by its Manager,

THE BOYER COMPANY, L.C., a
Utah limited liability company

By: 
Its: Manager

VIKING REAL ESTATE, L.L.C., a Utah
limited liability company

By: 
Its: Manager

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CITY ACKNOWLEDGMENT

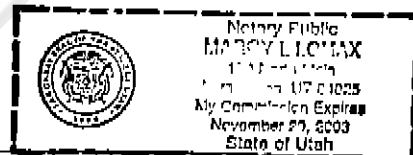
STATE OF UTAH)
)
 :ss.
)
COUNTY OF DAVIS)

On the 19 day of November, 2003, 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.

Margie L. Romay
Notary Public

My Commission Expires:
11/29/03

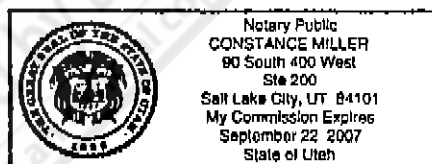
Residing at:
Davis Co. Utah



BOYER WHEELER FARM ACKNOWLEDGMENT

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

On the 29th day of October, 2003, personally appeared before me DEVON GLENN who being by me duly sworn did say that he is a Manager of The Boyer Company, L.C., the Manager of BOYER WHEELER FARM, 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.



Constance Miller
Notary Public

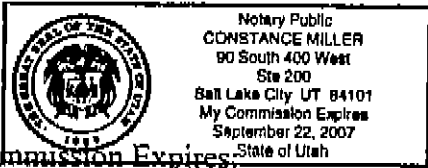
My Commission Expires:
9-22-2007

Residing at:
Salt Lake City, Utah

BOYER WHEELER FARM II ACKNOWLEDGMENT

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

On the 29th day of October, 2003, personally appeared before me DEVON GLENN who being by me duly sworn did say that he is a Manager of The Boyer Company, L.C., the Manager of **BOYER WHEELER FARM II, 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.



My Commission Expires:

9-22-07

Constance Miller

Notary Public

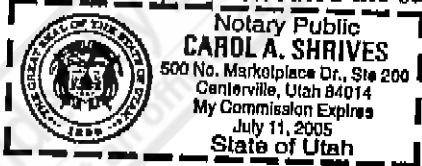
Residing at:

Salt Lake City, Utah

VIKING ACKNOWLEDGMENT

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

On the 29 day of October, 2003, personally appeared before me S. David Plummer who being by me duly sworn did say that she/he is the managing member of **VIKING REAL ESTATE, L.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.



My Commission Expires:

July 11, 2005

Carol A. Shrives

Notary Public

Residing at:

Centerville, UT 84014

NW 26,
 SW 27
 W 2 23
 NE 22
 SE 22

} 3N1W

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROJECT AREA

Beginning at a point which is North 0°15'24" West 680.20 feet along the Section line from the east quarter corner of Section 27, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah and running thence South 89°27'22" West 658.74 feet; thence South 2°02'47" East 167.88 feet; thence South 11°52'56" East 626.12 feet; thence North 89°44'44" West 574.91 feet to the meander line of the Great Salt Lake; thence along said meander line the following 4 courses and distances: North 40°00'00" West 1914.00 feet; North 03°40'43" West 1280.83 feet, North 13°00'00" West 2970.00 feet, North 09°55'45" East 2415.76 feet to a section line: thence North 89°51'10" East 2621.47 feet along said Section line; thence South 0°09'07" East 1400.00 feet; thence North 89°51'10" East 18.48 feet to a section line; thence North 0°09'07" West along said Section line 1400.00 feet to the northeast corner of said Section 22, thence North 89°45'48" East 1176.78 feet along the section line; thence South 0°14'12" East 192.06 feet; thence North 89°45'48" East 1327.06 feet to the west line of 1525 West Street; thence along said street line South 0°01'15" West 2450.85 feet to a quarter section line; thence South 0°09'56" East 805.74 feet along said street line; thence South 89°14'58" West 1176.68 feet; thence South 0°10'24" East 1802.72 feet; thence North 89°49'35" East 1176.38 feet to the west line of 1525 West Street; thence along said west line South 0°09'56" East 19.80 feet to the Section line; thence South 89°49'35" West 1177.40 feet along the Section line to a fence line; thence along a fence line South 0°03'29" West 587.41 feet to a fence corner; thence South 89°52'45" West 1316.73 feet along a fence to the section line; thence along the section line South 0°15'24" East 1374.04 feet to the point of beginning.

Containing 719.2 acres

- 08-281-0201 thru 0266 lots 201-257, + parcels A, B, E, F, trail, Farmington Ranches #2
- 08-282-0001 thru 0114 lots 1-108, + parcels A, B, D, E, F, trail, Farmington Ranches #1
- 08-297-0201 thru 0434 lots 301-423, + parcels A-K Farmington Ranches #3
- 08-314-0501 thru 0571 lots 501-567, + all common area parcels, Farmington Ranches #5
- 08-327-0424 thru 482 lots 424-477, + parcels 4A thru 4E, Farmington Ranches #4



EXHIBIT "B"
CORRECTED PROJECT MAP

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LO RANCHES

GREAT SALT LAKE SHORE LINE TRAIL

LAND DRAIN EASEMENT

20' WIDE TRAIL, DRAINAGE AND PUBLIC UTILITY EASEMENT

REVISED PHASE 7 AND 8

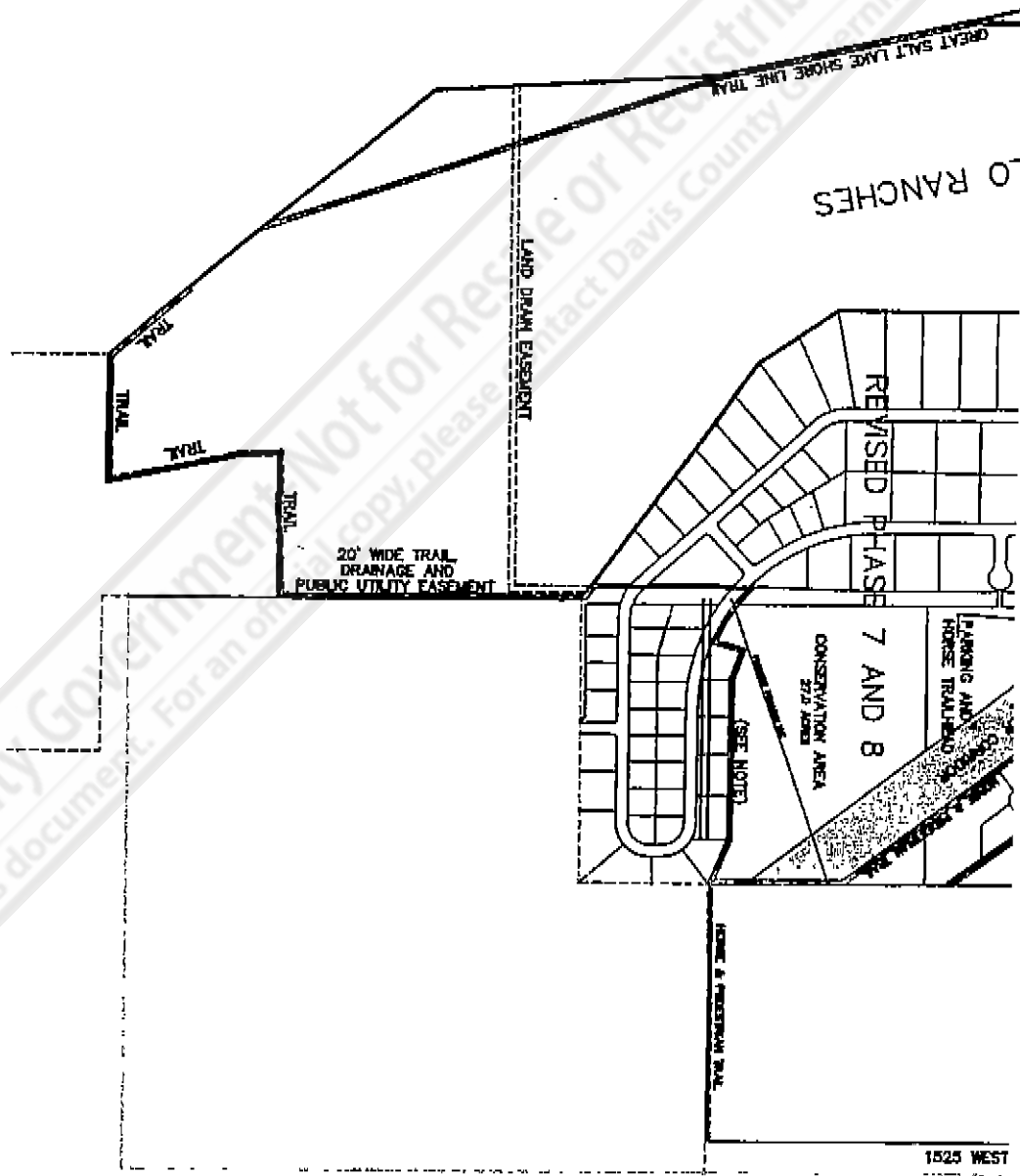
CONSERVATION AREA 27.0 ACRES

PARKING AND HORSE TRAILING

(SEE NOTES)

HOME & RECREATION TRAIL

1525 WEST



NOTE:

THE TRAIL EASEMENT THROUGH PHASE 7 AND 8 IS TEMPORARY UNTIL SUCH TIME AS PHASE 7 & 8 ARE DEVELOPED AND THE FINAL ALIGNMENT IS MADE.

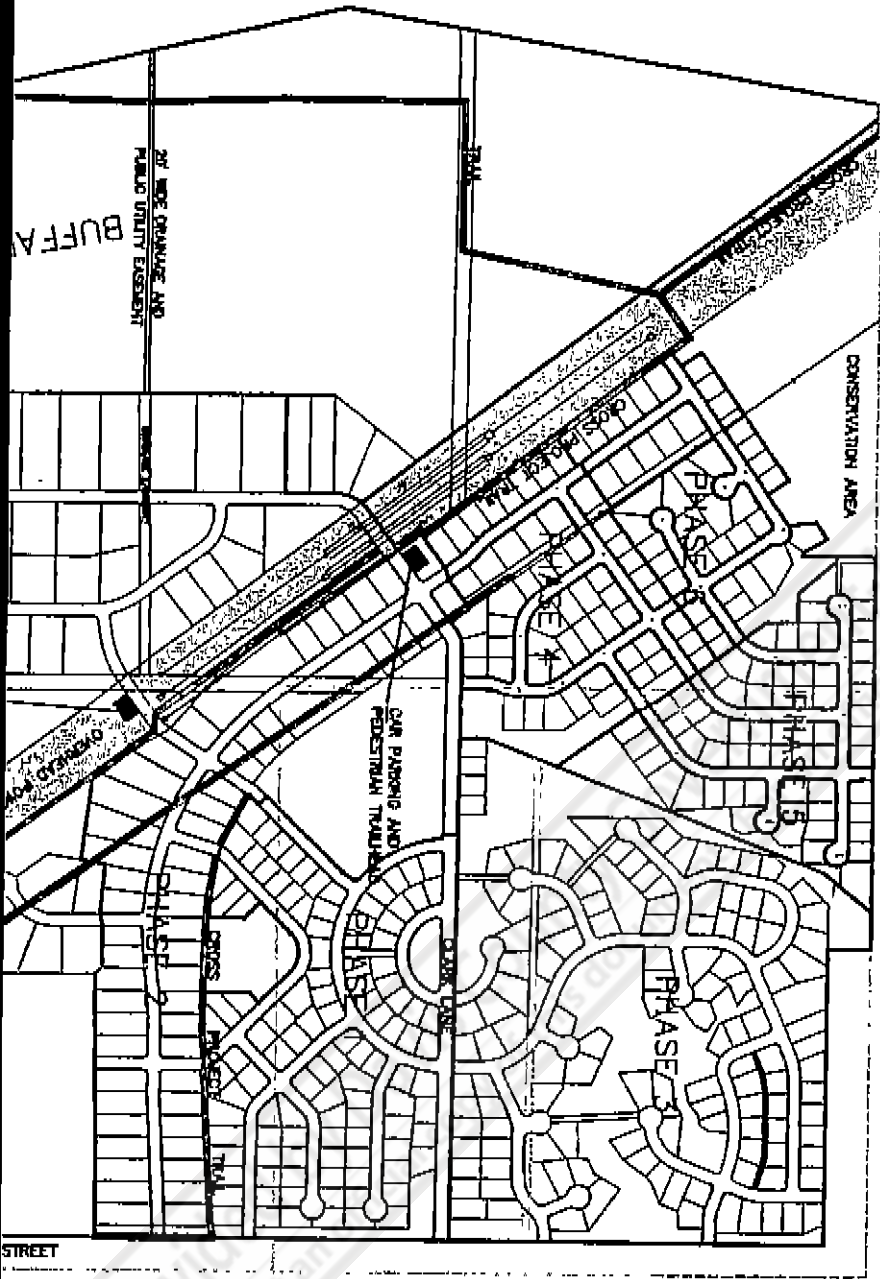
PROJECT MAP
EXHIBIT 2 - CORRECTION



FARRINGTON RANCHES
FARRINGTON, UTAH

DATE	BY	REVISION

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Official copy, please contact Davis County Government.

Provided
this is not a