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BK 3723 PG 538

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Office of the Davis County Recorder



Recorder
Richard T. Maughan

Chief Deputy
Laille H. Lomax

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0063, 0061

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/09/2005 01:46 PM
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DEP RTT REC'D FOR FRUIT HEIGHTS CI
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DOCUMENT FRONT PAGE

The accompanying document contains insufficient blank space in the appropriate place for the official recording information. This front page is added for that purpose only, and becomes the first recorded page of the document.

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
FARMINGTON CITY AND FRUIT HEIGHTS CITY

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of September, 2004, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as "Farmington," and **FRUIT HEIGHTS CITY**, a Utah municipal corporation, hereinafter referred to as "Fruit Heights."

WITNESSETH:

WHEREAS, Title 11, Chapter 13, *Utah Code Annotated*, 1953, as amended, authorizes contracts between public agencies for the performance of any governmental service or activity in which each agency is authorized to perform and agreements for joint or cooperative action between such agencies; and

WHEREAS, the parties to this Agreement are both municipalities located in Davis County, Utah, and are empowered to construct, operate and maintain public improvements, including but not limited to water systems, storm drain systems, transportation systems, and other municipal facilities for the benefit of their citizens; and

WHEREAS, the parties are in the process of adjusting their common boundary and desire to work together to coordinate certain services and to clarify their respective responsibilities in conjunction with the boundary adjustment; and

WHEREAS, the parties desire to coordinate and cooperate with each other in providing certain services to residents of their respective municipalities; and

WHEREAS, the parties desire to reduce their respective understandings and agreement to writing;

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. The parties will consummate a boundary adjustment to their common boundary wherein (a) certain property will be deleted from Farmington and added to Fruit Heights, which property is more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof; and (b) certain property will be deleted from Fruit Heights and added to Farmington, which property is more particularly described in Exhibit "B," attached hereto and by this reference made a part hereof.

2. Farmington and Fruit Heights hereby acknowledge that Patriot Capital Hidden Springs LLC, an Idaho limited liability company is presently developing a project to be known as the Deer Crest Subdivision, the majority of which is located in the corporate limits of Fruit Heights. Following the boundary adjustment between the parties, an additional 1.8-acre parcel which is part of said project will also be located within Fruit Heights. It is hereby agreed and understood that all municipal services for the Deer Crest Subdivision will be provided by Fruit Heights except for part of the storm drain, which will be provided by Farmington. All impact fees and other fees and charges levied or assessed against the Subdivision shall be paid to Fruit Heights by the developer and/or owners of lots therein in accordance with Fruit Heights' ordinances, rules and regulations. Fruit Heights hereby requests Farmington to accept and Farmington does hereby agree to accept a portion of the storm drainage waters emanating from the Deer Crest Subdivision project into the storm drain system owned by Farmington. Storm waters emanating from Basin 3 and a portion of Basin 2 of the Deer Creek Subdivision will be accepted by Farmington and transported through Farmington's storm drain system. The area in the Deer Crest Subdivision to receive storm drain service from Farmington is shown in Exhibit "C," attached hereto and by this reference made a part hereof. No additional storm waters from any areas in the subdivision project, other than shown on Exhibit "C" attached hereto, shall be accepted by Farmington or permitted by Fruit Heights to enter Farmington's storm drain system.

3. Fruit Heights will forward the final subdivision plat(s) to Farmington for Farmington's review and approval prior to recording the same.

4. Fruit Heights agrees to collect storm drain impact fees from the 13 lots shown in Exhibit "C" attached hereto and in addition to pay to Farmington the sum of Six Dollars (\$6.00) per month for each of the 13 subdivision lots shown on Exhibit "C" attached hereto, which sums shall be payable annually by Fruit Heights to Farmington on or before June 30 and December 31 of each year. Payments shall be accompanied by an accounting. Fruit Heights agrees to cause all other lots in the Deer Crest Subdivision and any rooftop drains or other drains related thereto to be positioned and/or constructed in such a manner so as to flow into the Fruit Heights' storm drain system.

5. Fruit Heights will cause the developer of the Deer Crest Subdivision to provide at no cost to Farmington an acceptable storm drain easement 25-feet wide across two lots proposed for the Deer Crest Subdivision in order to connect the 13 lots described in Exhibit "C" attached hereto to a cul-de-sac in Springwood Drive located within the Cornerstone Subdivision in Farmington, at a location shown on Exhibit "C" attached hereto. The easement shall contain terms and conditions acceptable to Farmington. In addition to the foregoing, Fruit Heights will also cause the developer of the Deer Crest Subdivision to provide a grading plan and subsequent grading approved by both Farmington and Fruit Heights, together with restrictive language on the Deer Crest Subdivision plat,

providing a flow path across the lots directing water into a cul-de-sac in Springwood Drive located in the Cornerstone Subdivision.

6. Fruit Heights shall cause the developer of the subdivision to design the portion of the subdivision's storm drain system to be received into Farmington's system in accordance with plans and specifications reviewed and approved by Farmington and in accordance with Farmington's technical standards and engineering requirements.

7. Fruit Heights shall utilize "best practices" as they pertain to storm water management to minimize pollutants including sedimentation from building lots from entering into the storm water system to be owned and maintained by Farmington as described herein.

8. Fruit Heights shall require the developer of the Deer Crest Subdivision and the future developers of the Jack and Elaine Palmer property to convey and donate a 10-foot-wide strip of land west of Farmington's boundary line on property owned or to be owned by developers at a location shown on Exhibit "D" attached hereto and by this reference made a part hereof. Fruit Heights shall provide for the construction and development of this trail as an inter-connective trail between Fruit Heights and Farmington. The conveyance of the trail properties represents .18 acres of open space which is sufficient to meet conservation land requirements as set forth in Chapter 12 of the Farmington Zoning Ordinance if the property (1.8 acres) had developed in Farmington.

9. In the event two (2) sanitary sewer laterals are needed to run from the middle cul-de-sac in the Deer Crest Subdivision between two (2) lots and the Morgan parcel, such laterals will drain into a Fruit Heights sewer line and then out into the Central Davis Sewer District line in the Cornerstone Subdivision. A sewer connection fee and service charges would, in such case, be collected and billed by Farmington from their residents and remitted to Fruit Heights City.

10. This Agreement is not assignable.

11. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, between the parties with respect to the subject matter hereof.

12. Except as specifically provided otherwise herein, each party shall be responsible for and shall defend the actions of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

13. This Agreement shall be effective for a period of fifty (50) years commencing as of the date of this Agreement and may be extended for additional successive periods upon mutual agreement of the parties.

14. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Managers of the respective parties hereto acting as a joint board. There shall be no real or personal property acquired jointly by the parties as a result of this Agreement.

15. Each party shall be solely responsible for providing workers' compensation, wages and benefits for its own personnel who provide any assistance under this Agreement.

16. This Agreement shall be submitted to the authorized attorney for each party for approval as to form in accordance with Section 11-13-9 of the *Utah Code Annotated*, 1953, as amended.

17. 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.

18. This Agreement is not intended to benefit any person or entity not named as a party hereto.

19. If either party fails to perform its obligations hereunder or to comply with the terms hereof, the non-defaulting party shall have all rights and remedies available at law and in equity.

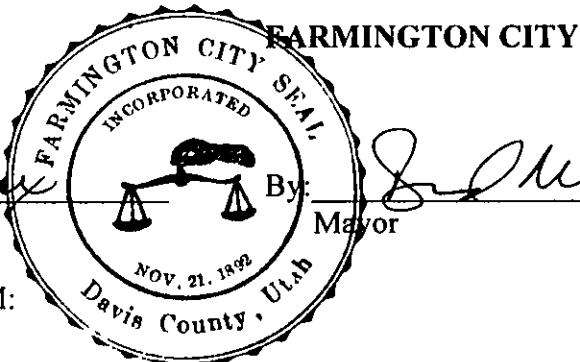
20. This Agreement may be amended only in writing signed by the parties hereto.

21. Each of the parties hereto shall cause the governing body of that party to pass a resolution authorizing said party to enter into this Agreement and a copy of said resolution shall be attached hereto and made a part hereof by this reference.

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.

ATTEST:

Mandy L. Lomax
City Recorder



By:

John Shuler
Mayor

APPROVED AS TO FORM:

Farmington City Attorney

ATTEST:

W. Allen
City Recorder

FRUIT HEIGHTS CITY

By: Rick L. Miller
Mayor

APPROVED AS TO FORM:

Fruit Heights City Attorney

EXHIBIT "A"

Property to be Deleted from Farmington City and Added to Fruit Heights City

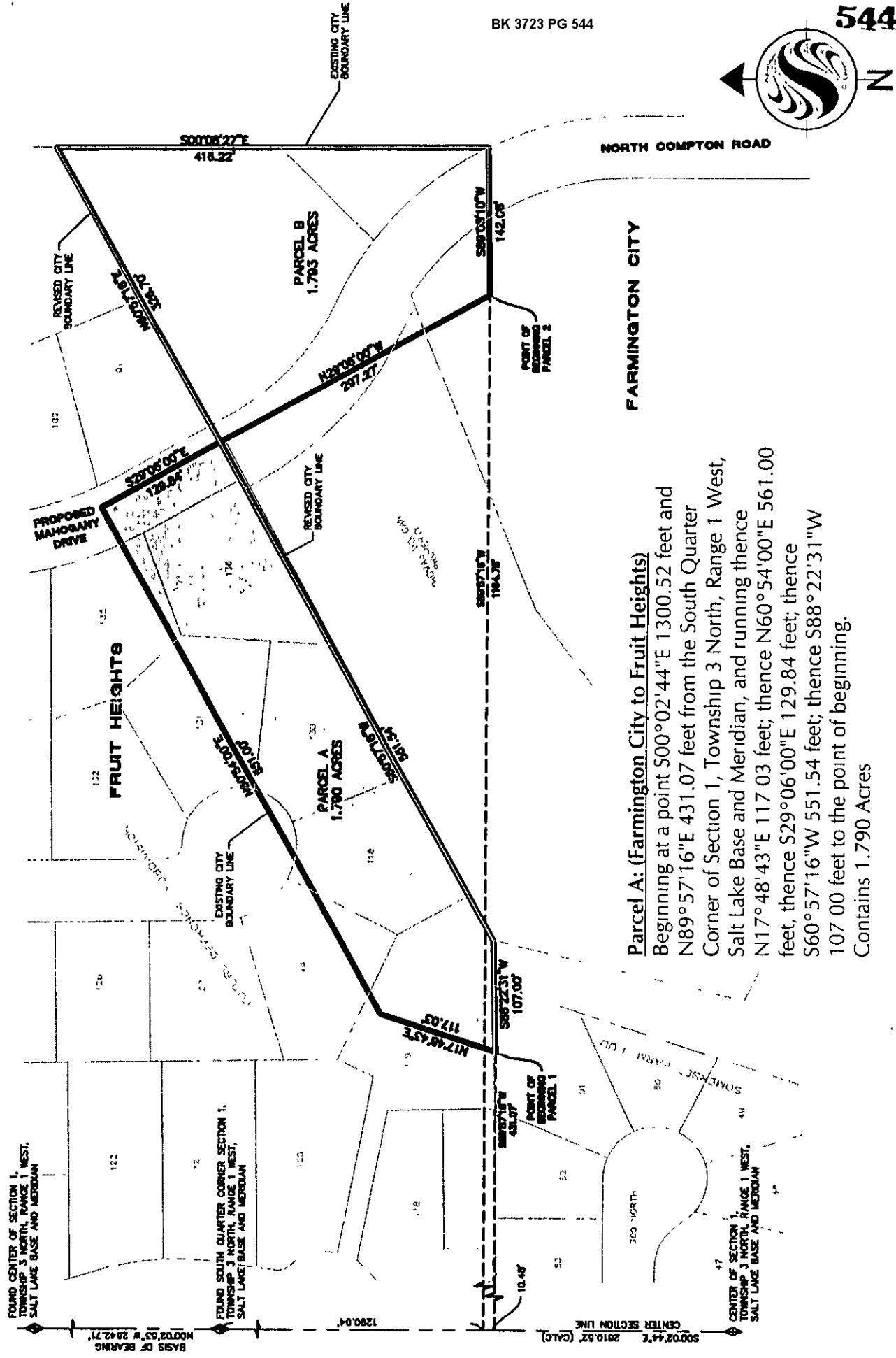


EXHIBIT "B"

Property to be Deleted from Fruit Heights City and Added to Farmington City

FOUND CENTER OF SECTION 1,
TOWNSHIP 3 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN

WORTH COMPTON ROAD

FARMINGTON CITY

Parcel B: (Fruit Heights to Farmington City)

Beginning at a point S00°02'44"E 1290.04 feet and N89°57'16"E 1164.78 feet from the South Quarter Corner of Section 1, Township 3 North, Range 1 West Salt Lake Base and Meridian; and running thence N29°06'00"W 297.27 feet; thence N60°57'16"E 326.70 feet; thence S00°08'27"E 416.22 feet; thence S89°08'10"W 142.08 feet to the point of beginning

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EXHIBIT "C"

Area to Receive Storm Drain Service from Farmington City

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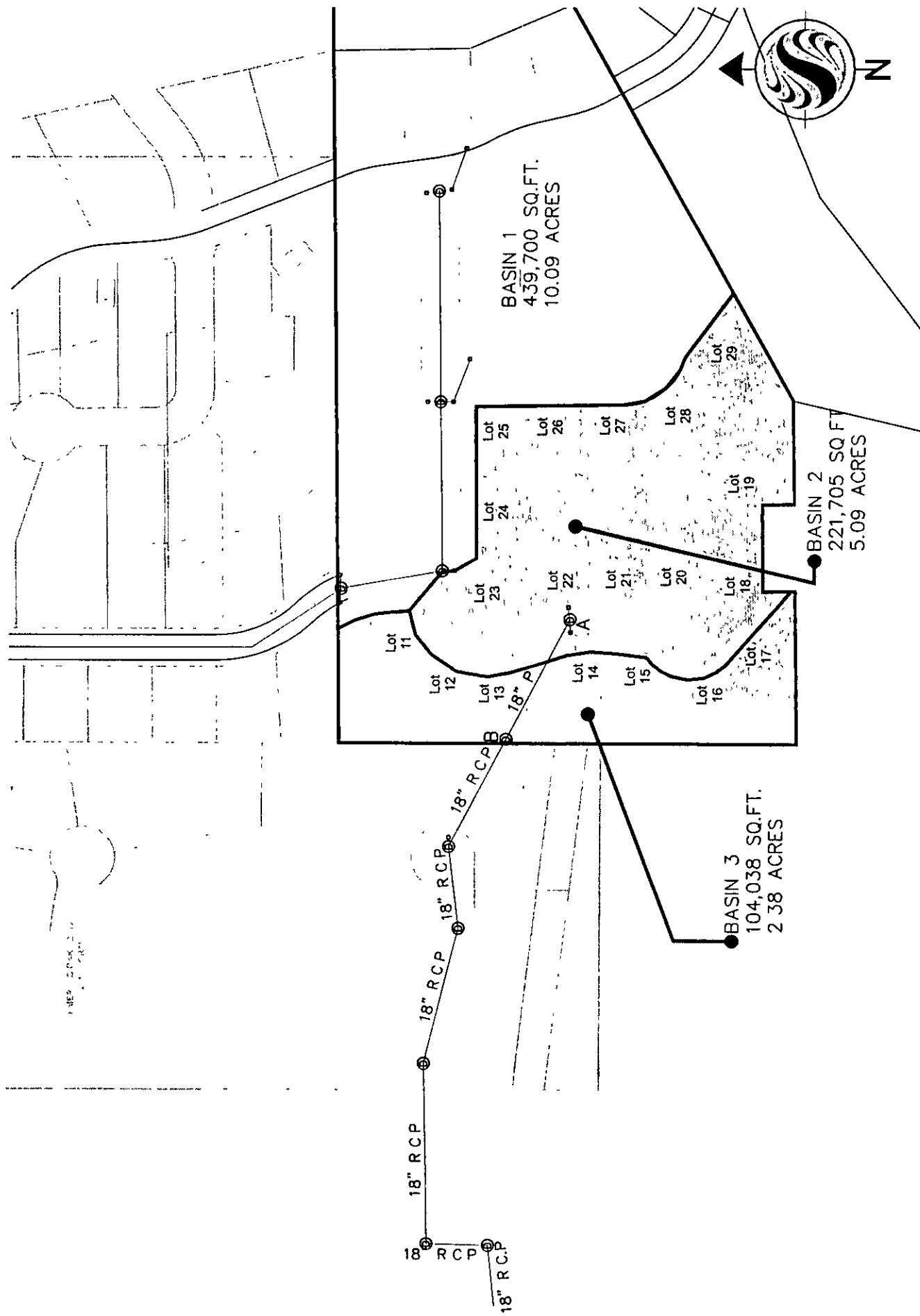


EXHIBIT "D"

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10-Foot-Wide Strip of Land for Inter-connective Trail

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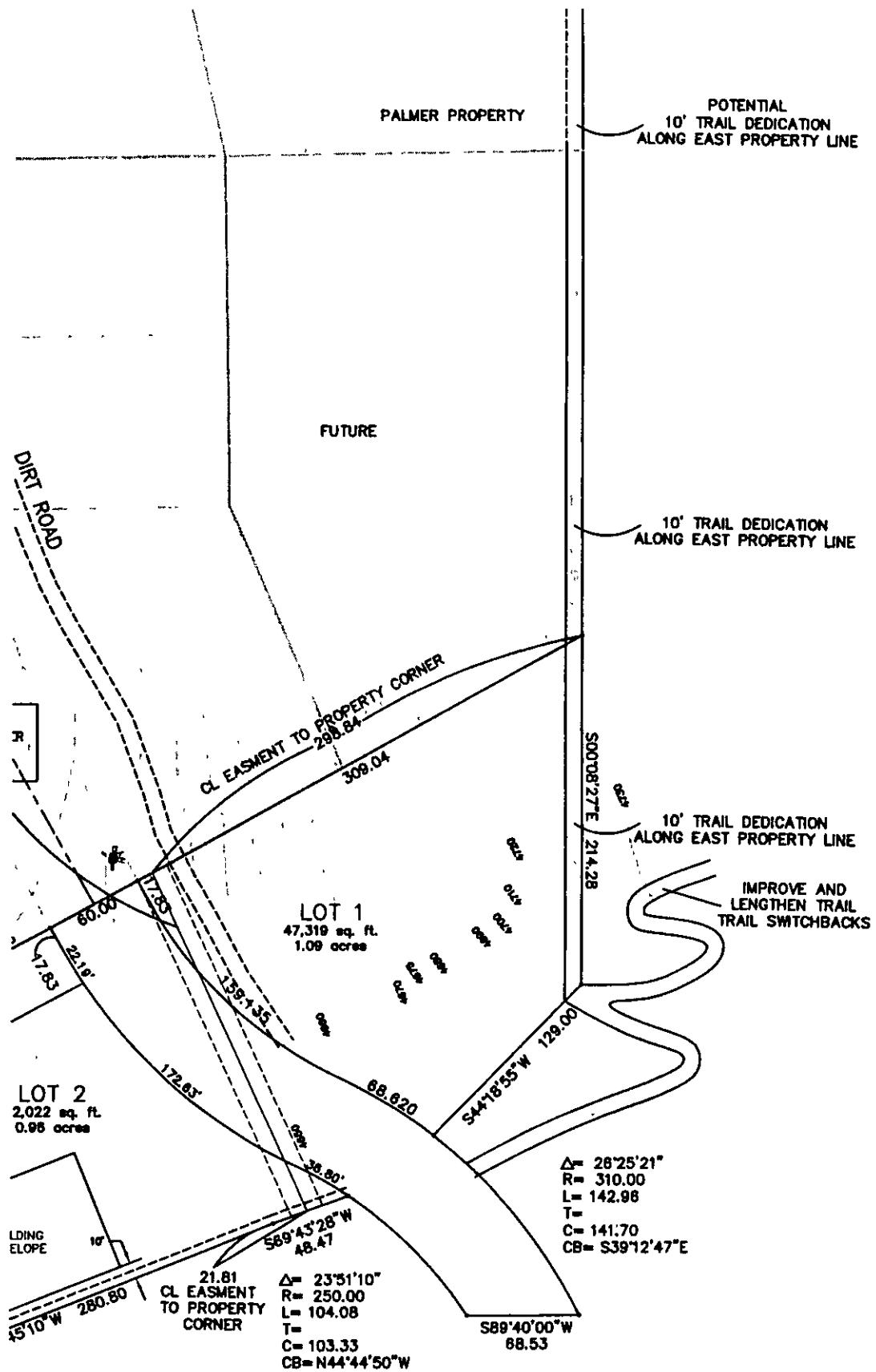


EXHIBIT "E"

Storm Drain Outfall Plan

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