

E 2071657 B 3783 P 736-745
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/06/2005 11:23 AM
FEE \$30.00 Pgs: 10
DEP RTT REC'D FOR FARMINGTON CITY

When Recorded Return to:
Farmington City
P. O. Box 160
Farmington, UT 84025

*10 pgs = 28⁰⁰
+ 2 legals
30*
Farmington Crossing on Spring Creek Pond
A, B, C
08-359-001
thru 0003
**SERVICE AND MAINTENANCE
AGREEMENT**

THIS SERVICE AND MAINTENANCE AGREEMENT (hereinafter "Agreement") is made as of the 18 day of March, 2005, by and between **Farmington Land Investments, L.C.**, a Utah limited liability company (hereinafter "Developer"), and **Farmington City**, a Utah municipal corporation (hereinafter "City").

RECITALS

A. Developer is the owner of that certain real property located in Farmington, Davis County, State of Utah, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter "Property").

B. Developer desires and intends to construct a culinary water distribution system for residential subdivision usage on the Property.

C. City has been granted by Developer a right of way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace culinary water pipe lines, valves, valve boxes, fire hydrants and other similar water transmission and distribution facilities (hereinafter "Easement"), on and within the Property.

D. In the interest of public health and safety, and consistent with operation of its water system throughout the City, the City desires to maintain and control all main culinary water lines and valves going into the Property, and to have Developer maintain and control all other culinary water laterals and valving on the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows.

1. Developer will construct, in accordance with the Plans and Specifications, attached hereto as Exhibit "B," and incorporated herein by reference, a culinary water distribution system (hereinafter "Water System") for use in its residential development called Farmington Crossing on Spring Creek Pond, to be located on the Property.

1.1 The Water System shall include these components and facilities shown on Exhibit "B," including, but limited to, main water lines, water meters, hydrants, laterals extending to all residential housing units, and double-check valves in water barrels throughout the Property.

2. The City hereby agrees to maintain in good working order all main water lines, water meters and hydrants within the Water System which are shown on Exhibit "B," as "City Maintenance," in a manner consistent with the culinary water standards of Farmington City and in accordance with the Easement.

3. Developer, its successors and/or assigns, agrees to maintain in good working order all water laterals extending to residential housing units, and all double-check valves used in water barrels throughout the Water System.

3.1 Developer further agrees to use its best efforts to follow all "Best Management Practices", as required by the City, in an effort to maintain the necessary water quality standards within the Water System.

3.2 Developer hereby agrees to grant the City and its representatives access at any reasonable time, upon not less than 24 hours advance notice, to test the water within the internal system to assure water quality standards are met. In the event of an emergency potentially affecting public health and safety, such advance notice shall not be required.

4. Billing from the City to Developer and/or its successors or assigns shall be based on water usage as measured by meters installed in accordance with the Plans and Specifications shown in Exhibit "B," hereto. Developer affirms its understanding that failure to pay fees for the water may result in water being shut off to the entire project as authorized by City Ordinances.

4.1 Developer specifically affirms that it understands that failure to pay any utility charges assessed by the City may result in water being shut off to the entire project as authorized by City Ordinances.

5. Each party to this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party to this Agreement.

6. Developer hereby indemnifies and agrees to hold the City, its trustees, officers, employees, representatives, engineers, contractors, agents and assigns harmless from any and all claims, damage, expenses and costs, including reasonable attorney's fees, which may be incurred by the City or its representatives at any time as a result of any damage to the Property in connection with or arising out of the City's good faith and reasonable efforts to conform to this Agreement. Developer further agrees to indemnify and hold the City and officers, employees, agents and assigns harmless from any and all claims, damages, expenses and costs, including reasonable attorneys fees, arising from any negligence or negligent omission of Developer in the operation and maintenance of the water system and facilities under Developer's control and supervision.


7. The covenants of Developer made herein shall be deemed to run with the land and shall be binding upon the Developer, its officers, employees, representatives, agents, successors and assigns. This agreement may be recorded by the City in the offices of the Davis County

Recorder. Upon operation of a Home Owner's Association or similar entity, the covenants of Developer herein shall be deemed assumed by the Association.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first above written.

DEVELOPER:

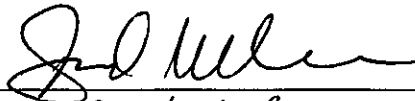
FARMINGTON LAND INVESTMENTS, L.C.,
a Utah limited liability company



By: Bryson D. Garbett, Manager

CITY:

FARMINGTON CITY,
a Utah municipal corporation



By: David M. Connors
Its: Mayor



CITY ACKNOWLEDGMENT

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

On the 20 day of April, 2005, personally appeared before me David M. Connors, who begin duly sworn, did say that he is the Mayor of FARMINGTON CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said David M. Connors acknowledged to me that the City executed the same.

Margy L. Lomax

Notary Public

My Commission Expires:

11/29/07

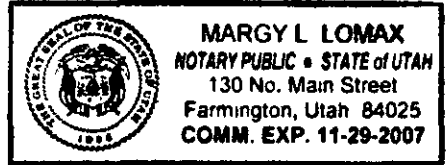


EXHIBIT “A”
Legal Description

(Phase 1)

A parcel of land lying and situated in the West half of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, Utah. Basis of Bearing for Subject parcel being South 00°12'06" East 2642.87 feet (measured) 2642.96 (per Record of Survey) between the Davis County brass cap monument monumentalizing the Northwest corner of said Section 13 and the Davis County rebar and cap monumentalizing the West Quarter Corner of said Section 13. Subject Parcel being more particularly described as follows:

Commencing at the Northwest corner of said Section 13, thence South 00°12'06" East 2087.66 feet coincident with the West line of the Northwest Quarter of said Section 13; Thence East 835.24 feet to a point on the easterly right of way line of Shepard Creek Parkway; Thence coincident with said easterly right of way line the following three (3) courses, (1) Southerly 31.02 feet coincident with the arc of a 332.50 foot radius curve to the right (center bears South 85°46'25" West) through a central angle of 05°20'45"; (2) South 01°07'05" West 568.99 feet to a point of curvature; (3) Southeasterly 44.16 feet coincident with the arc of a 50.00 foot radius curve to the left (center bears South 88°53'00" East) through a central angle of 50°36'19" to the **True Point of Beginning**; Thence North 56°33'55" East 66.08 feet; Thence North 52°23'55" East 6.05 feet along a radial line to a point on the arc of a 32.00 foot radius curve; Thence northerly 21.71 feet coincident with the arc of said 32.00 foot radius curve to the right through a central angle of 38°51'53" to a point on a radial line; Thence South 88°44'12" East 24.00 feet along said radial line to a point on the arc of a 8.00 foot radius curve; Thence easterly 12.77 feet coincident with the arc of said 8.00 foot radius curve to the left through a central angle of 91°28'19" to a point of tangency; Thence North 89°47'29" East 101.77 feet; Thence South 01°15'48" West 9.81 feet to a point of curvature; Thence southeasterly 29.24 feet coincident with the arc of a 85.50 foot radius curve to the left (center bears South 88°44'12" East) through a central angle of 19°35'49" to a point of compound curvature; Thence easterly 6.16 feet coincident with the arc of a 4.00 foot radius curve to the left (center bears North 71°39'59" East) through a central angle of 88°16'23" to a point of tangency; Thence North 73°23'36" East 14.02 feet; Thence South 88°59'43" East 146.14 feet; Thence South 01°00'17" West 54.51 feet; Thence South 88°40'17" East 220.88 feet to a point on the easterly boundary of Parcel 1, described in that certain Warranty Deed dated August 6, 2004, recorded August 11, 2004 as Entry Number 2009480, in Book 3600, at Page 705 of the Davis County Records; Thence coincident with said easterly line South 01°07'29" West 324.64 feet; Thence North 88°52'31" West 92.53 feet to a point on the arc of a 114.50 foot radius curve; Thence southwesterly 22.32 feet coincident with the arc of said 114.50 foot radius curve to the right (center bears North 79°58'05" West) through a central angle of 11°10'03" to a point of tangency; Thence South 21°11'58" West 29.46 feet; Thence North 68°48'02" West 29.00 feet along a radial line to a point on the arc of a 9.50 foot radius curve; Thence westerly 15.77 feet coincident with the arc of said 9.50 foot radius curve to the left through a central angle of 95°05'22" to a point of compound curvature; Thence westerly 22.16 feet coincident with the arc of a 85.50 foot radius curve to the left (center bears South 16°06'36" West) through a central angle of 14°50'48" to a

point of tangency; Thence North 88°44'12" West 255.24 feet; Thence North 01°15'48" East 296.97 feet; Thence North 88°44'12" West 102.74 feet to a point of curvature; Thence westerly 47.55 feet coincident with the arc of a 49.50 foot radius curve to the left (center bears South 01°15'48" West) through a central angle of 55°02'17" to a point on the arc of a 80.00 foot radius curve and a point on the easterly right of way line of said Shepard Creek Parkway; Thence northerly coincident with said Parkway 119.67 feet coincident with the arc of said 80.00 foot radius curve to the left (center bears North 53°46'30" West) through a central angle of 85°42'24" a point of reverse curvature and the point of beginning.

Comprising the 4.02 acres known as "Parcel A" of "Farmington Crossing on Spring Creek Pond," a Planned Unit Development.

(Phase 2)

Commencing at the Northwest corner of said Section 13, thence South 00°12'06" East 2087.66 feet coincident with the West line of the Northwest Quarter of said Section 13; Thence East 835.24 feet to a point on the easterly right of way line of Shepard Creek Parkway; Thence the following two (2) courses coincident with said easterly right of way line (1) Southerly 31.02 feet coincident with the arc of a 332.50 foot radius curve to the right (center bears South 85°46'25" West) through a central angle of 05°20'45"; (2) South 01°07'05" West 200.33 feet to the **True Point of Beginning**; Thence South 88°44'12" East 71.26 feet; Thence North 01°15'48" East 18.01 feet; Thence South 88°44'12" East 133.94 feet along a radial line to a point on the arc of a 9.50 foot radius curve; Thence easterly 14.92 feet coincident with the arc of said 9.50 foot radius curve to the left through a central angle of 90°00'00" to a point on a radial line; Thence South 01°15'48" West 29.00 feet along said radial line to a point on the arc of a 9.50 foot radius curve; Thence southerly 14.92 feet coincident with the arc of said 9.50 foot radius curve to the left through a central angle of 90°00'00" to a point of tangency; Thence South 01°15'48" West 30.97 feet to a point of curvature; Thence easterly 6.28 feet coincident with the arc of a 4.00 foot radius curve to the left (center bears South 88°44'12" East) through a central angle of 90°00'00" to a point on a radial line; Thence South 01°15'48" West 60.00 feet along said radial line to a point on the arc of a 4.00 foot radius curve; Thence easterly 6.28 feet coincident with the arc said 4.00 foot radius curve to the left through a central angle of 90°00'00" to a point of tangency; Thence South 01°15'48" West 87.17 feet; Thence South 88°44'12" East 69.16 feet; Thence North 01°15'48" East 114.16 feet; Thence South 88°44'12" East 192.50 feet to a point of curvature; Thence northeasterly 11.47 feet coincident with the arc of a 9.50 foot radius curve to the left (center bears North 01°15'48" East) through a central angle of 69°08'58" to a point of compound curvature; Thence westerly 7.37 feet coincident with the arc of a 4.00 foot radius curve to the left (center bears North 67°53'10" West) through a central angle of 105°29'51" to a point on the arc of a 218.50 foot radius curve; Thence northerly 19.76 feet coincident with the arc of said 218.50 foot radius curve to the right (center bears South 88°06'44" East) through a central angle of 05°10'51"; Thence South 88°52'33" East 125.93 feet to a point on the easterly boundary of Parcel 1, described in that certain Warranty Deed dated August 6, 2004, recorded August 11, 2004 as Entry Number 2009480, in Book 3600, at Page 705 of the Davis County Records; Thence the following two (2) courses coincident with said easterly boundary (1) South 14°34'30" West 19.54 feet to a rebar and cap stamped "THOMPSON HYSELL"; (2) South 01°07'29" West 352.46 feet; Thence North 88°40'17" West 220.88 feet;

Thence North $01^{\circ}00'17''$ East 54.51 feet; Thence North $88^{\circ}59'43''$ West 146.14 feet; Thence South $73^{\circ}23'36''$ West 14.02 feet to a point of curvature; Thence northwesterly 6.16 feet coincident with the arc of a 4.00 foot radius curve to the right (center bears North $16^{\circ}36'24''$ West) through a central angle of $88^{\circ}16'23''$ to a point of compound curvature; Thence northerly 29.24 feet coincident with the arc of a 85.50 foot radius curve to the right (center bears North $71^{\circ}39'59''$ East) through a central angle of $19^{\circ}35'49''$ to a point of tangency; Thence North $01^{\circ}15'48''$ East 9.81 feet; Thence South $89^{\circ}47'29''$ West 101.77 feet to a point of curvature; Thence northerly 12.77 feet coincident with the arc of a 8.00 foot radius curve to the right (center bears North $00^{\circ}12'31''$ West) through a central angle of $91^{\circ}28'19''$; Thence North $88^{\circ}44'12''$ West 24.00 feet along a radial line to a point on the arc of a 32.00 foot radius curve; Thence southeasterly 21.71 feet coincident with the arc of said 32.00 foot radius curve to the left (center bears South $88^{\circ}44'12''$ East) through a central angle of $38^{\circ}51'53''$; Thence South $52^{\circ}23'55''$ West 6.05 feet; Thence South $56^{\circ}33'55''$ West 66.08 feet to a point on the easterly right of way of said Shepard Creek Parkway and a point on the arc of a 50.00 foot radius curve; Thence the following two (2) courses coincident with said right of way line (1) northerly 44.16 feet coincident with the arc of said 50.00 foot radius curve to the right (center bears North $40^{\circ}31'06''$ East) through a central angle of $50^{\circ}36'19''$ to a point of tangency; (2) Thence North $01^{\circ}07'05''$ East 368.66 feet to the point of beginning.

Comprising the 4.52 acres known as "Parcel B" of "Farmington Crossing on Spring Creek Pond," a Planned Unit Development.

(Phase 3)

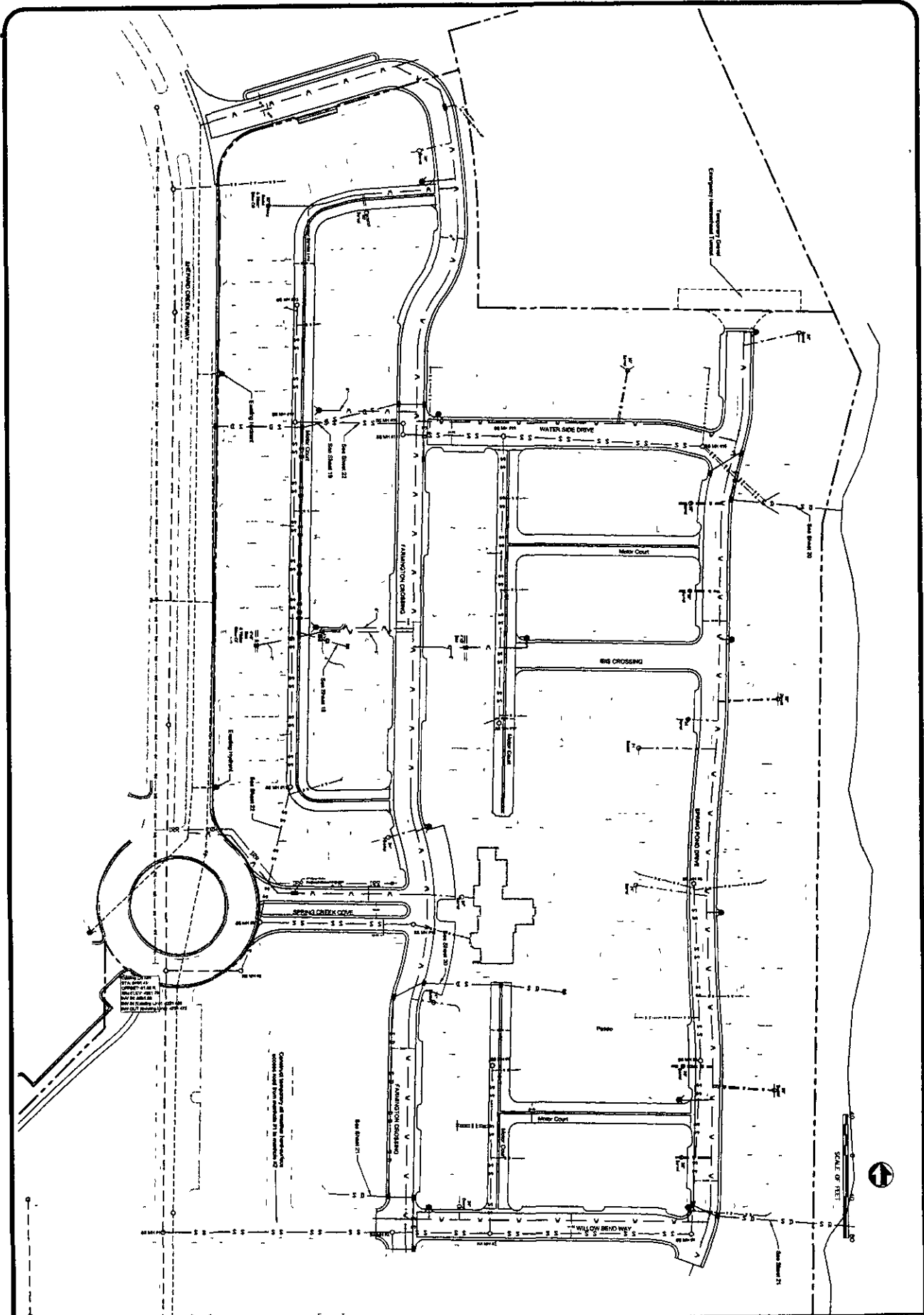
Commencing at the Northwest corner of said Section 13, thence South $00^{\circ}12'06''$ East 2087.66 feet coincident with the West line of the Northwest Quarter of said Section 13; Thence East 835.24 feet to a point on the easterly right of way line of Shepard Creek Parkway and the **True Point of Beginning**; Thence easterly 68.49 feet coincident with the arc of a 50.00 foot radius curve to the right (center bears North $85^{\circ}46'25''$ East) through a central angle of $78^{\circ}28'56''$ to a point of tangency; Thence North $74^{\circ}15'21''$ East 207.96 feet to a point on the arc of a 725.00 foot radius curve; Thence southerly 179.73 feet coincident with the arc of said 725.00 foot radius non tangent curve to the right (center bears South $77^{\circ}04'46''$ West) through a central angle of $14^{\circ}12'14''$; Thence South $01^{\circ}09'37''$ West 51.32 feet; Thence South $88^{\circ}50'23''$ East 348.47 feet to northeast corner of Parcel 1, described in that certain Warranty Deed dated August 6, 2004, recorded August 11, 2004 as Entry Number 2009480, in Book 3600, at Page 705 of the Davis County Records; Thence the following two (2) courses coincident with the easterly boundary of said "Parcel 1", (1) South $24^{\circ}03'54''$ East 63.75 feet; (2) South $14^{\circ}34'30''$ West 132.49 feet; Thence North $88^{\circ}52'33''$ West 125.93 feet to a point on the arc of a 218.50 foot radius curve; Thence southerly 19.76 feet coincident with the arc of said 218.50 foot radius curve to the left (center bears South $82^{\circ}55'53''$ East) through a central angle of $05^{\circ}10'51''$ to a point on the arc of a 4.00 foot radius curve; Thence southerly 7.37 feet coincident with the arc of said 4.00 foot radius curve to the right (center bears South $06^{\circ}36'58''$ West) through a central angle of $105^{\circ}29'51''$ to a point of compound curvature; Thence westerly 11.47 feet coincident with the arc of a 9.50 foot radius curve to the right (center bears North $67^{\circ}53'10''$ West) through a central angle of $69^{\circ}08'58''$ to a point of tangency; Thence North $88^{\circ}44'12''$ West 192.50 feet; Thence South $01^{\circ}15'48''$ West 114.16 feet; Thence North $88^{\circ}44'12''$ West 69.16 feet; Thence North

01°15'48" East 87.17 feet to a point of curvature; Thence easterly 6.28 feet coincident with the arc of a 4.00 foot radius curve to the right (center bears South 88°44'12" East) through a central angle of 90°00'00" to a point on a radial line; Thence North 01°15'48" East 60.00 feet along said radial line to a point on the arc of a 4.00 foot radius curve; Thence northerly 6.28 feet coincident with the arc of a 4.00 foot radius curve to the right through a central angle of 90°00'00" to a point of tangency; Thence North 01°15'48" East 30.97 feet to a point of curvature; Thence easterly 14.92 feet coincident with the arc of a 9.50 foot radius curve to the right (center bears South 88°44'12" East) through a central angle of 90°00'00" to a point on a radial line; Thence North 01°15'48" East 29.00 feet along said radial line to a point on the arc of a 9.50 foot radius curve; Thence northerly 14.92 feet coincident with the arc of said 9.50 foot radius curve to the right through a central angle of 90°00'00" to a point on a radial line; Thence North 88°44'12" West 133.94 feet along said radial line; Thence South 01°15'48" West 18.01 feet; Thence North 88°44'12" West 71.26 feet to a point on the easterly right of way line of said Shepard Creek Parkway; Thence the following two (2) courses coincident with said right of way, (1) North 01°07'05" East 200.33 feet to a point of curvature; (2) Northerly 31.02 feet coincident with the arc of a 332.50 foot radius curve to the left (center bears North 88°52'50" West) through a central angle of 05°20'45" to the point of beginning.

Comprising the 3.72 acres known as "Parcel C" of "Farmington Crossing on Spring Creek Pond," a Planned Unit Development.

Exhibit B

City Maintenance



Presented by
Farmington Land Inv LC
 Bryson Gerbett, Manager
 8438 Golf Way
 Sandy UT 84083
 801 733 5119

Utility Plan
Farmington Crossing
 Farmington, Davis County Utah

Boundary Specialists
 When Quality Matters
 7820 South Highway 89
 South Willard Utah 84340
 340 North 600 East
 Heber City Utah 84032
 435-854-1917
 P.O. Box 528
 Midway Utah 84049



03-07-05
 Date 01-27-05
 148 0405001
 CONSTRUCTION
 Sheet 2