

All - Rice Farms Est Phase 3 P.U.D. Amd

07-273-0301-0327

**RICE FARMS PHASE III CULINARY WATER
SERVICE AND MAINTENANCE AGREEMENT**

THIS SERVICE AND MAINTENANCE AGREEMENT (hereinafter "Agreement") is made as of the 11th day of December, 2009, by and between **Rice Farms Estates LLC**, 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 and/or install additional laterals to 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 Rice Farms Estates Phase 3 P.U.D., to be located on the Property.

1.1 The Water System shall include these components and facilities shown on Exhibit "B," including, but not limited to, main water lines, water meters, hydrants, and laterals extending to all residential housing units.

2. The City hereby agrees to maintain in good working order all main water lines 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 meters and water laterals extending to residential housing units serviced by the Water System.

3.1 Developer further agrees to use its best efforts to identify the specific location of any leak or damage to determine whether or not it is related to a lateral or a main line before contacting the City in the event it corresponds to a main line.

4. 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.

5. 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.

6. 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:

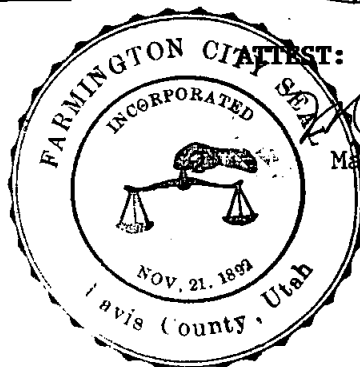
Rice Farms Estates LLC,
a Utah limited liability company

By: [Signature]
Its: Member

CITY:

Farmington City,
a Utah municipal corporation

By: [Signature]
Its: Mayor



[Signature]
Margo L. Lomax, City Recorder

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 11th day of Dec, 2009, personally appeared before me Scott C. Harbertson, who being by me duly sworn, did say that he is the Mayor of Farmington City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

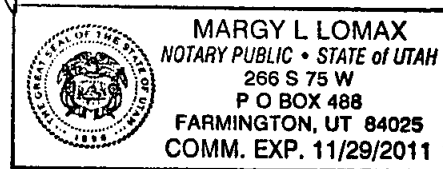
Margy L. Lomax
NOTARY PUBLIC

My Commission Expires:

Residing at:

11/29/2011

Davis County, Utah



DEVELOPERS ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF Davis)

On this 11th day of Dec, 2009, personally appeared before me, Jerry Preston, who being by me duly sworn, did say that he is a Member of Rice Farms Estates, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement and signed in behalf of said limited liability company.

Margy L. Lomax
NOTARY PUBLIC

My Commission Expires:

Residing at:

11/29/2011

Davis County, Utah

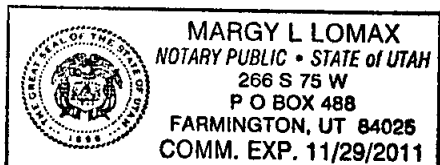


EXHIBIT "A"BOUNDARY DESCRIPTION

Beginning at the Northwest Corner of Country Hills of Farmington No. 1 Subdivision, said point being on the east line of the I-15 Frontage Road, North $00^{\circ}26'10''$ West 310.96 feet along the quarter section line and East 684.06 feet from the West Quarter Corner of Section 30, Township 3 North, Range 1 East, Salt Lake Base and Meridian, and running;

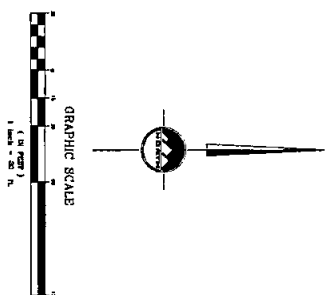
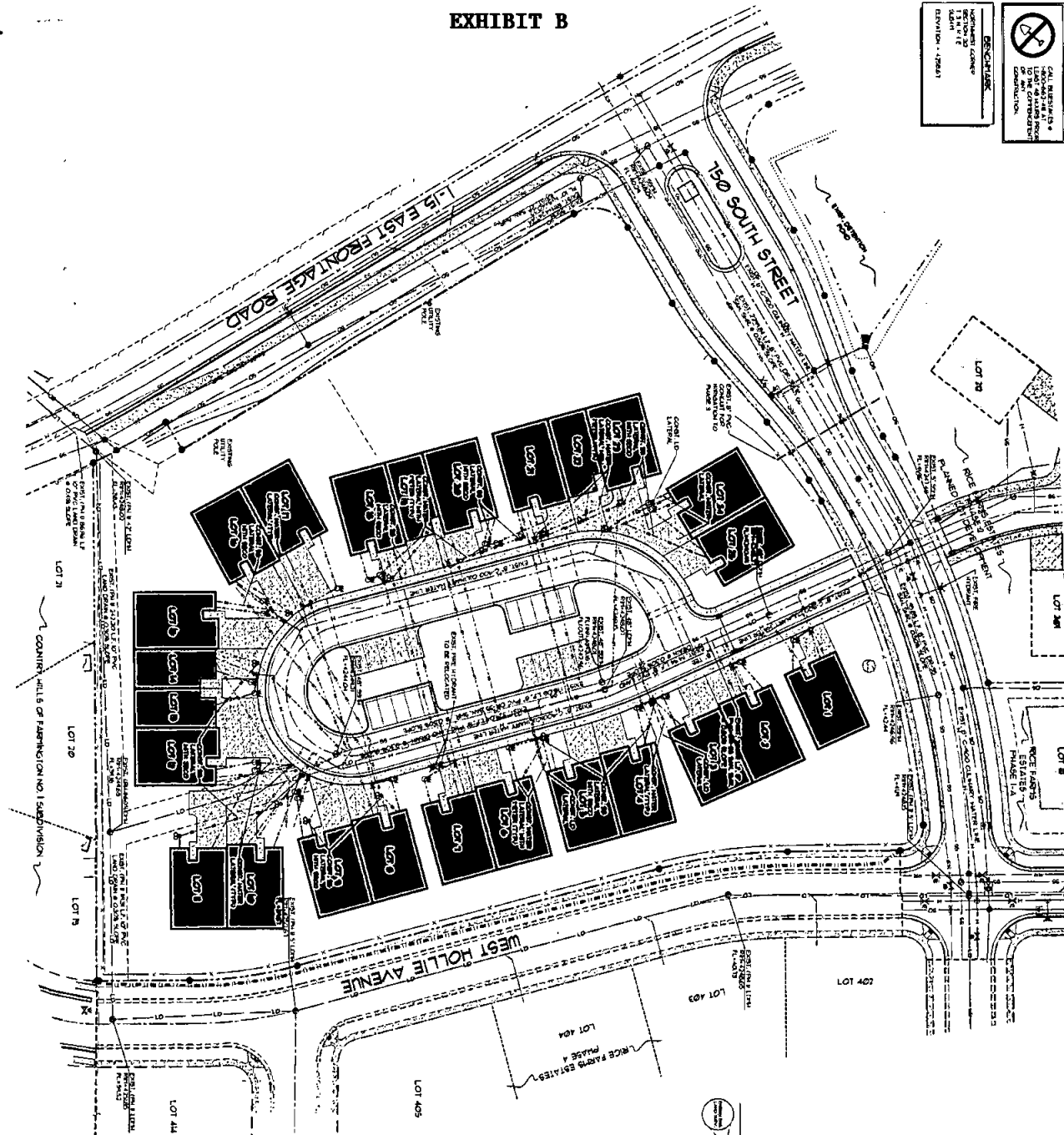
Thence northwesterly 52.72 feet along the arc of a 858.51 foot radius curve to the left, (center bears South $62^{\circ}50'06''$ West and long chord bears North $28^{\circ}55'27''$ West 52.71 feet, with a central angle of $3^{\circ}31'06''$) along the east line of the I-15 Frontage Road;
 Thence North $59^{\circ}19'00''$ East 20.00 feet along the east line of the I-15 Frontage Road;
 Thence North $30^{\circ}41'00''$ West 292.11 feet along the east line of the I-15 Frontage Road to the south line of 750 South Street as platted on the Rice Farms Estates Phase I Subdivision;
 Thence northeasterly 39.27 feet along the arc of a 25.00 foot radius curve to the right, (center bears North $59^{\circ}19'00''$ East and long chord bears North $14^{\circ}19'00''$ East 35.36 feet, with a central angle of $90^{\circ}00'00''$) along the south line of 750 South Street;
 Thence North $59^{\circ}19'00''$ East 55.49 feet along the south line of 750 South Street;
 Thence northeasterly 45.59 feet along the arc of a 250.00-foot radius curve to the left, (center bears North $30^{\circ}41'00''$ West and long chord bears North $54^{\circ}05'34''$ East 45.52 feet, with a central angle of $10^{\circ}26'52''$) along the south line of 750 South Street;
 Thence North $48^{\circ}52'08''$ East 50.79 feet along the south line of 750 South Street;
 Thence northeasterly 45.59 feet along the arc of a 250.00 foot radius curve to the right, (center bears South $41^{\circ}07'52''$ East and long chord bears North $54^{\circ}05'34''$ East 45.52 feet, with a central angle of $10^{\circ}26'52''$) along the south line of 750 South Street;
 Thence North $59^{\circ}19'00''$ East 15.45 feet along the south line of 750 South Street;
 Thence northeasterly 217.61 feet along the arc of a 472.50 foot radius curve to the right, (center bears South $30^{\circ}41'00''$ East and long chord bears North $72^{\circ}30'38''$ East 215.69 feet, with a central angle of $26^{\circ}23'16''$) along the south line of 750 South Street;
 Thence southeasterly 24.55 feet along the arc of a 15.00 foot radius curve to the right, (center bears South $4^{\circ}17'44''$ East and long chord bears South $47^{\circ}24'42''$ East 21.90 feet, with a central angle of $93^{\circ}46'05''$) along the south line of 750 South Street;
 Thence South $00^{\circ}31'39''$ East 71.91 feet;
 Thence southeasterly 82.72 feet along the arc of a 327.50 foot radius curve to the left, (center bears North $89^{\circ}28'21''$ East and long chord bears South $7^{\circ}45'50''$ East 82.50 feet, with a central angle of $14^{\circ}28'21''$);
 Thence South $15^{\circ}00'00''$ East 239.33 feet;
 Thence southeasterly 70.02 feet along the arc of a 272.50 foot radius curve to the right, (center bears North $75^{\circ}00'00''$ East and long chord bears South $7^{\circ}38'20''$ East 69.03 feet, with a central angle of $14^{\circ}43'20''$);
 Thence South $0^{\circ}16'40''$ East 57.61 feet;
 Thence southerly 1.58 feet along the arc of a 87.50 foot radius curve to the right, (center bears South $89^{\circ}43'20''$ West and long chord bears South $0^{\circ}14'23''$ West 1.58 feet, with a central angle of $1^{\circ}02'06''$) to the north line of Country Hills of Farmington No. 1 Subdivision;
 Thence South $89^{\circ}43'20''$ West 329.55 feet along the north line of said subdivision to the point of beginning.

Contains 178,786 square feet, 4.104 acres,

EXHIBIT B

PROHIBITED

CALL, BIDDING, OR CONTRACT FOR CONSTRUCTION OF THIS PROJECT UNTIL THE CITY ENGINEER HAS REVIEWED AND APPROVED THE UTILITY PLAN.

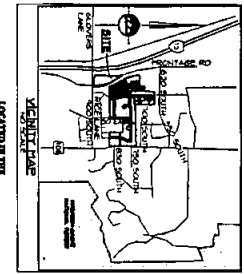


NOTE

1. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS.
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4. THE SHOWN UTILITIES ARE BASED ON THE CITY ENGINEER'S RECORD DRAWINGS AND FIELD SURVEY. THE CITY ENGINEER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES.
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LEGEND

- EXISTING WATER LINE
- EXISTING SEWER LINE
- EXISTING GAS LINE
- EXISTING ELECTRIC LINE
- EXISTING WATER MAIN
- EXISTING SEWER MAIN
- EXISTING GAS MAIN
- EXISTING ELECTRIC MAIN
- EXISTING WATER SERVICE LINE
- EXISTING SEWER SERVICE LINE
- EXISTING GAS SERVICE LINE
- EXISTING ELECTRIC SERVICE LINE
- EXISTING WATER METER
- EXISTING SEWER METER
- EXISTING GAS METER
- EXISTING ELECTRIC METER
- EXISTING WATER VALVE
- EXISTING SEWER VALVE
- EXISTING GAS VALVE
- EXISTING ELECTRIC VALVE
- EXISTING WATER SHUT-OFF
- EXISTING SEWER SHUT-OFF
- EXISTING GAS SHUT-OFF
- EXISTING ELECTRIC SHUT-OFF
- EXISTING WATER CLEANOUT
- EXISTING SEWER CLEANOUT
- EXISTING GAS CLEANOUT
- EXISTING ELECTRIC CLEANOUT
- EXISTING WATER EASEMENT
- EXISTING SEWER EASEMENT
- EXISTING GAS EASEMENT
- EXISTING ELECTRIC EASEMENT
- EXISTING WATER EASEMENT
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- EXISTING ELECTRIC EASEMENT
- EXISTING WATER EASEMENT
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<p>C-2</p>	<p>RICE FARMS ESTATES PHASE 3 60 WEST 700 SOUTH FARMINGTON CITY, UTAH</p>	<p>REVISED PLAT REVISIONS</p> <table border="1"> <tr><td>1</td><td>REVISED PLAT</td><td>4/10/04</td><td>CLP</td></tr> <tr><td>2</td><td>REVISED PLAT</td><td>4/23/04</td><td>CLP</td></tr> <tr><td>3</td><td>REVISED PER CITY COMMENTS</td><td>7-8-04</td><td>TRH</td></tr> <tr><td>4</td><td>REVISED PER CITY COMMENTS</td><td>10-3-04</td><td>EMH</td></tr> <tr><td>5</td><td>REVISED PER CITY COMMENTS</td><td>11/20/04</td><td>TRH</td></tr> <tr><td>6</td><td>REVISED PER CITY COMMENTS</td><td>3-3-05</td><td>TRH</td></tr> <tr><td>7</td><td>BOOK FOR APPROVAL</td><td>2/24/06</td><td>TRH</td></tr> <tr><td>8</td><td>BOOK COMPLETE REVIEW SET</td><td>1/30/06</td><td>TRH</td></tr> </table>	1	REVISED PLAT	4/10/04	CLP	2	REVISED PLAT	4/23/04	CLP	3	REVISED PER CITY COMMENTS	7-8-04	TRH	4	REVISED PER CITY COMMENTS	10-3-04	EMH	5	REVISED PER CITY COMMENTS	11/20/04	TRH	6	REVISED PER CITY COMMENTS	3-3-05	TRH	7	BOOK FOR APPROVAL	2/24/06	TRH	8	BOOK COMPLETE REVIEW SET	1/30/06	TRH	<p>ENSIGN ENGINEERING & DESIGN, INC.</p> <p>1485 West 700 North, Suite #204 Layton, Utah 84041</p> <p>(801) 547-1100 for (801) 593-6315</p>
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<p>PROJECT NUMBER: 1-17531-1</p> <p>DATE: 1/28/06</p>	<p>PROJECT MANAGER: L.E. HARRIS</p> <p>DRAWN BY: S.P. BREEZE</p>	<p>DATE: 1/28/06</p>																																	