

PT. 05-677-0312

When Recorded, mail to:

Planning Department
Farmington City
160 S. Main St.
Farmington, UT 84025

RETURNED
FEB 08 2024

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
2/8/2024 12:22 PM
FEE 0.00 Pgs: 4
DEP JMF REC'D FOR FARMINGTON
CITY

RELEASE AND WAIVER

Related to snow plow operations and fencing

This Indemnification Agreement (the "Agreement") is entered into between the City of Farmington, Utah, a Utah municipal corporation, (the "City"), and CW THE ROSE LLC, owner of Lot 312 of the Rose Pland Residential Unit Development subdivision (the "Owner").

WHEREAS, City ordinances and standards require the placement of a fence 8 feet from the right-of-way in Farmington Municipal Code ("FMC") § 11-28-140 (C)(1); and

WHEREAS, the City is permitted to allow deviations from its code under section 11-28-140 (C)(2) of the FMC; and

WHEREAS, the Owner wishes to locate their fence within 2 feet of the right-of-way on Lot 312 (the "Lot"); and

WHEREAS, it is foreseeable that ordinary snow removal operations may result in snow being thrown off of the right-of-way and onto the fence and cause damage to the fence, whereas the snow would normally be deposited on unfenced land; and

WHEREAS, the avoidance of such damage is one justification for the requirement that fences be placed away from the right-of-way; and

WHEREAS, understanding and accepting that fence damage may result from its placement within such close proximity to the right-of-way, the Owner still wishes to move forward with fence placement within 2 feet of the right-of-way,

NOW THEREFORE, the Owner and City agree to the following:

1. Incorporation of Recitals. The above recitals are incorporated into this Agreement.
2. Legal Description of Lot. The Lot is more particularly described as:

Lot 312 - 08-677-0312 - 856 N Wood Rose Ln - ALL OF LOT 312, ROSE PLANNED RESIDENTIAL UNIT DEVELOPMENT, THE. CONT. 0.13000 ACRES.

Parcel ID: 08-677-0312

3. Release and Agreement to Hold Harmless. The Owner agrees to release and hold harmless the City for any damage to the fence or other property or persons nearby the fence that results from ordinary snow plow operations conducted by the City on the abutting right-of-way where the fence is proposed to be located.
4. Waiver of Subrogation. The Owner hereby waives and releases any and all rights of action against the City on account of damage to the fence or nearby property arising out of ordinary snow removal operations. The Owner agrees that its insurance companies shall have no right of subrogation against the City on account of this Agreement.
5. Successors and Assigns. This Agreement shall be recorded against the Lot at the Davis County Recorder's Office and shall run with the land. The Agreement shall be binding on all successors and assigns of the Lot, in perpetuity.
6. Placement of Fence at Owner's Option. The Owner agrees that placing the fence in closer proximity to the right-of-way is at their sole option and that the City would not require this Agreement if the fence was placed in accordance with ordinary standards and specifications.
7. Amendment or Termination. The parties may, by mutual written agreement, amend or terminate this Agreement. In such a case, the amendment or termination shall not be effective until the amendment or termination is recorded against the Lot at the Davis County Recorder's Office.
8. Governing Law - Venue. This Agreement shall be governed by the laws of the State of Utah, with venue for any legal action associated with this Agreement lying exclusively in the Second District Judicial Court of Utah, Farmington Division.

(signatures appear on subsequent pages)

This Agreement is executed on this 6th day of FEBRUARY, 2024.

THE OWNER

By: [Signature]

Print Name: HORTON HUNSAKER, CFO
CW THE ROSE, LLC

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On this 6 day of FEBRUARY, 2024, the Owner, HORTON HUNSAKER, personally appeared before me, who being duly sworn did say that they are the Owner of the Lot and that the foregoing instrument was signed by them.



[Signature]
Notary Public

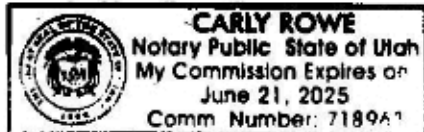
CITY OF FARMINGTON

By: [Signature]

Its: PLANNING DIRECTOR

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 8 day of FEBRUARY, 2024, a duly authorized representative of the City of Farmington, LYLE GIBSON, personally appeared before me, who being duly sworn did say that they are the authorized to sign this instrument on behalf of the City of Farmington, Utah, and that they did execute this instrument for the purposes stated therein.



[Signature]
Notary Public