

SPECIAL FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, December 21, 2010, at 5:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah. The agenda for the meeting shall be as follows:

CALL TO ORDER:

1. Roll Call (Opening Comments/Invocation) Pledge of Allegiance

CLOSED SESSION

Minute motion adjourning to closed session, to discuss the character, professional competence or physical or mental health of an individual, as permitted by law and Potential Property Acquisition for Proposed Park Lane Extension from E & H Land LTD.

ACTION:

- 5:20 2. Approval of Revocation and Abandonment of Public Utility Easement related to the Village of Old Farm P.U.D. Phase 3 First Amended.
- 5:25 3. Approval of Real Estate Purchase of Land between E & H Land LTD & Farmington City.

ADJOURN: 5:30 p.m.

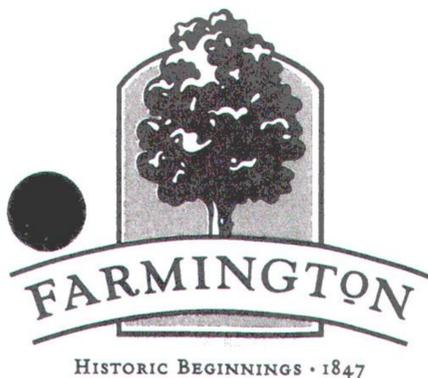
DATED this 17th day of December, 2010.

FARMINGTON CITY CORPORATION

By: Holly Gadd
Holly Gadd, City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383, at least 24 hours prior to the meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: December 17, 2010

SUBJECT: **APPROVAL OF REVOCATION AND ABANDONMENT OF PUBLIC UTILITY EASEMENT RELATED TO THE VILLAGE OF OLD FARM P.U.D. PHASE 3 FIRST AMENDED**

RECOMMENDATION

Approve and authorize the Mayor to sign the attached Revocation and Abandonment of Easement Form, subject to the developer providing the legal description of the easement.

BACKGROUND

The City Council recently approved an amendment to the Village at Old Farm P.U.D. Phase 3, to provide for the possible extension of 900 West Street north of Old Shepard Road in the event the property owner north of Phase 3 receives approval to develop part or all of the commercial phase of the overall project as residential. In so doing a previously platted three-family dwelling and "20' Sewer Easement and Public Utility Easement" will be replaced by a two-family dwelling and a dedicated right-of-way. In his final review of the amended plat prior to signing it, Todd Godfrey expressed concern over the method of vacating the easement in preparation for the new plat. To allay these worries it is proposed that the City vacate the easement as we have done similar easements by recording a Revocation and Abandonment of Easement form, which form will be recorded prior to the amended plat.

Respectively Submitted

David Petersen
Community Development Director

Concur

Dave Millheim
City Manager

REVOCATION AND ABANDONMENT OF EASEMENT

WHEREAS, the undersigned, _____, a corporation or political subdivision of the State of Utah, (hereinafter "Grantor") has heretofore been granted and presently holds an easement and right-of-way for utility lines and/or related public facilities over and through the following described property according to documents previously recorded in the office of the Davis County Recorder, State of Utah; and

WHEREAS, it has been determined that the above easement and right-of-way is no longer needed, and that it will inure to the benefit of the public and the affected property owners to abandon the easement and right-of-way described below.

NOW, THEREFORE, for consideration duly acknowledged and received, the undersigned Grantor hereby vacates, abandons, releases and disclaimers any rights, title or interest it may have in and to the below described easement and right-of-way to the present owner or owners as their interests may appear:

[insert legal description here]

IN WITNESS WHEREOF, the undersigned Grantor hereby causes this document to be executed by and through its duly authorized representative this ____ day of _____, 2000.

GRANTOR _____

By: _____

Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of Grantor and that said instrument was signed in behalf of Grantor and that Grantor executed the same.

Notary Public

My Commission Expires:

Residing At:

LDING PADS)

ION AREA

A (PARCEL C,
ARCEL E)

PARCEL B - DETENTION AND STORM DRAIN
OWNED AND OPERATED BY
GARDNER OLD FARM, LLC AND
GARDNER BTS OLD FARM, LLC.

FUTURE
THE VILLAGE AT
OLD FARMS

$\Delta = 37.36'20"$
 $R = 375.00'$
 $L = 246.13'$
 $CB = N55.30'12"E$
 $C = 241.73'$

20' SEWER EASEMENT AND
PUBLIC UTILITY EASEMENT

"B"
sq. ft.
CRES
AIN &
EASEMENT

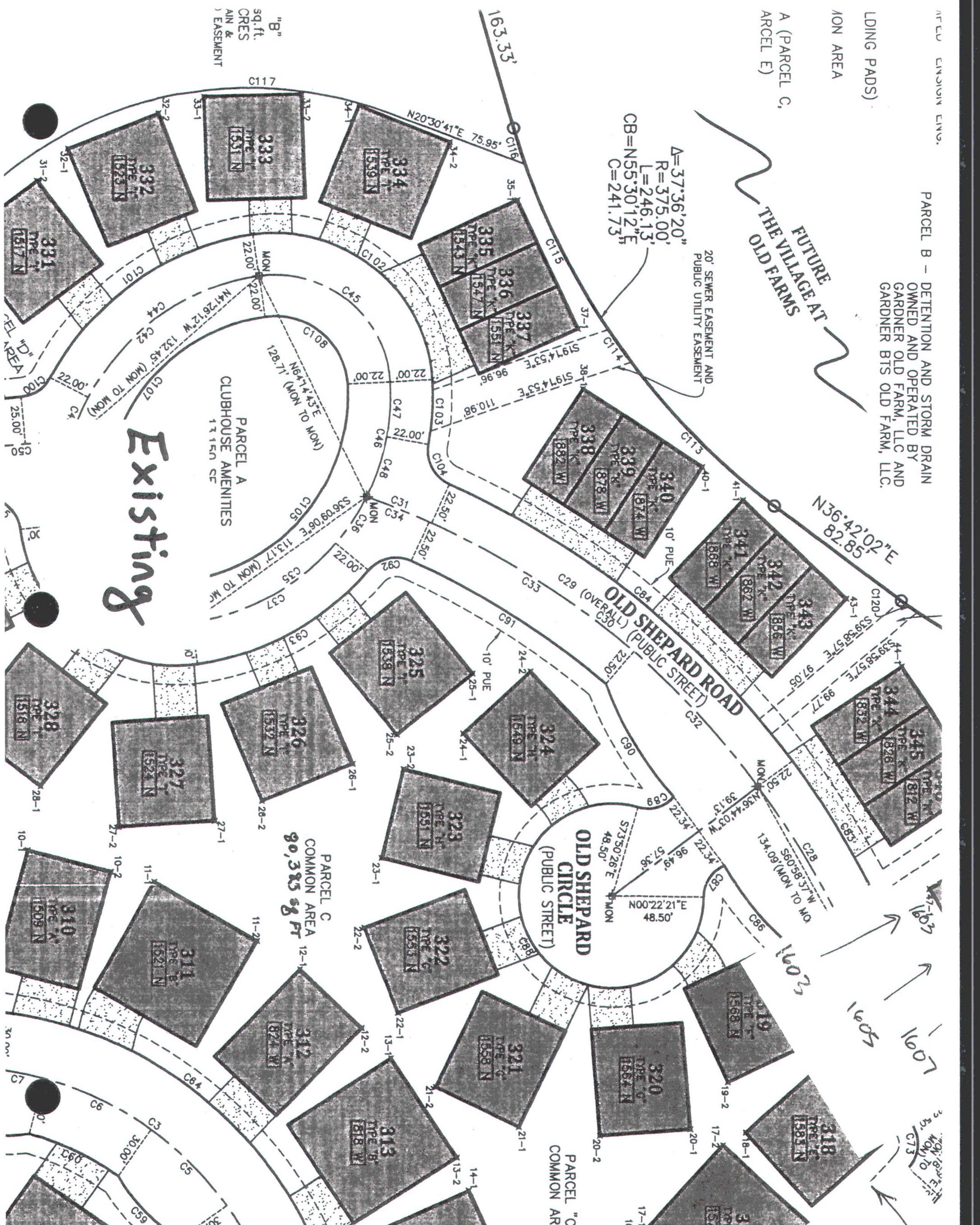
Existing

PARCEL A
CLUBHOUSE AMENITIES
13150 SF

PARCEL C
COMMON AREA
90,385 sq FT

OLD SHEPARD
CIRCLE
(PUBLIC STREET)

OLD SHEPARD ROAD
(PUBLIC STREET)



REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2011, by and between **E & H LAND, LTD.**, a Utah limited partnership, hereinafter referred to as "Seller," and **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as "Buyer."

RECITALS:

A. Seller is the owner of approximately 1.5 acres of real property (64,782 square feet) consisting of vacant land, located between Park Lane and Clark Lane in Farmington City, Utah, which real property is part of a larger parcel and is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

B. Seller is desirous of selling the Property to Buyer and Buyer desires to purchase the Property from Seller, all upon the terms and conditions hereinafter set forth.

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. **Sale and Purchase Price.** Seller does hereby agree to sell, transfer, assign and convey, and Buyer does hereby agree to purchase the Property at the purchase price of Five Hundred Eighteen Thousand Two Hundred and Fifty-Six Dollars (\$ 518,256) which price represents Eight Dollars (\$8.00) per square foot, payable by Buyer to Seller in lawful money of the United States in accordance with all of the provisions of this Agreement including the following:

a. On the date of this Agreement, Buyer shall pay to Seller the sum of Five Hundred Dollars (\$500) as earnest money.

b. The balance of the purchase price shall be paid at Closing.

2. **Sale of Perpetual Easement.** Seller does hereby agree to sell, transfer, assign and convey, and Buyer does hereby agree to purchase from the Seller a 10 foot wide perpetual storm drain easement that is parallel with and adjacent to the northerly edge of Clark Lane over that property more particularly described in Exhibit "B," attached hereto and incorporated herein by reference. In exchange for the sale of the storm drainage easement, the City shall pay to Seller the sum of \$ _____ which represents Two Dollars and 50/100 (\$2.50) per square foot for the easement. In addition to the perpetual easement, Seller hereby agrees to grant to Buyer a 25 foot wide temporary construction easement east of, and adjacent to and parallel with the perpetual easement for the purpose of allowing the construction of the contemplated storm drainage facilities.

3. **Settlement and Closing.** Time is of the essence to this Agreement. Settlement shall take place the earlier of _____, or upon satisfaction of all contingencies set forth in paragraph 8, below, and when all of the following have been completed: (a) Buyer and Seller have

signed and delivered to each other or to Backman Title Services (the "Closing Office"), or such other office as the parties shall hereafter agree, all documents required by this Contract, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents have been delivered by Buyer to Seller or to the Closing Office in the form of collected or cleared funds; (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the Closing Office in the form of collected or cleared funds; and (d) all contingencies set forth in paragraph 8, below, have been satisfied. The parties may extend the date for settlement by mutual agreement. At Settlement Seller shall deliver to Buyer a duly executed and acknowledged Special Warranty Deed for the real property, subject to matters which would be shown by visual inspection or accurate survey, and matters shown in the Preliminary Title Report and not objected to by Buyer. The transaction will be considered "Closed" when Settlement has been completed, and when the applicable closing documents have been recorded in the office of the Davis County Recorder. The transaction shall be Closed within four calendar days of Settlement.

4. **Title Insurance.** Seller agrees to furnish fee title to the Property, evidenced by a current ALTA standard-coverage owner's policy of title insurance in the amount of the Purchase Price. Seller shall provide a preliminary commitment for a policy title insurance to be issued by Backman Title Services. A copy of the preliminary commitment shall be delivered by Seller to Buyer within ten (10) days of the execution of this Agreement. Buyer shall give written notice to Seller specifying reasonable objections to title within three business days of delivery of the preliminary commitment. Thereafter, Seller shall, through escrow at closing, cure the defects to which Buyer has objected. Seller may elect not to cure defects objected to by Buyer, in which case Seller shall return the Earnest Money Deposit and this Agreement may be terminated by Buyer. The Title Policy to be issued shall contain no exceptions other than those provided for in said standard form. The Property shall not be encumbered by any covenants, conditions and/or restrictions. If title cannot be made so insurable through an escrow agreement at closing, the earnest money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to Buyer, and this Agreement shall thereupon be terminated. Seller agrees to pay any cancellation charge.

5. **Warranties of Seller.** Seller warrants that it has no actual knowledge or has received neither claim nor notice of any environmentally hazardous condition or building violation concerning the property which has not or will not be remedied prior to Closing. Seller warrants that all obligations against the Property including taxes, assessments, mortgages, liens or other encumbrances of any nature shall be brought current on or before Closing. No other representations have been made by Seller to Buyer. Seller hereby agrees to share any information in Seller's possession regarding the Property with Buyer or Buyer's designee.

6. **Property Improvements.** It is specifically understood by the Parties that Buyer is purchasing the Property with the intent that it will be traded for future open space in another location in the City and that future development of the Property by a third-party developer is anticipated. Any subsequent purchaser of the Property shall be required to install any public improvements necessary to serve the Property and Seller shall have no obligation to such subsequent purchaser other than those obligations customarily imposed under ordinance or common law.

7. **Prorations.** Closing costs, including the cost of title insurance for the Buyer, shall be split equally between the parties. Taxes and assessments shall be paid by Seller for the years 2010 and 2011, on a pro-rated basis, to the date of closing. Buyer shall be responsible for recording costs for the special warranty deed.

8. **Contingencies.** This Purchase Agreement is contingent on the following:

- a. Formal approval of the terms of this Agreement by the Farmington City Council;
- b. Buyer's physical inspection of the Property and acceptance of the same, in the Buyer's discretion; and

9. **Possession.** Buyer shall take possession of the Property as of the date of settlement, from which time all benefits and burdens of ownership of the Property shall be transferred to Buyer.

10. **Notices.** Any notice required or desired to be given pursuant to this Agreement shall be delivered personally or mailed by certified mail, return receipt requested, postage prepaid, to the parties as follows:

Seller: E & H Land
Attn: Lance Evans
2271 Bench Lago Road
Grace, ID 83241

Buyer: Farmington City
Attn: City Manager
160 North Main Street
Farmington, UT 84025

The Buyer and Seller may change their addresses by notice given as required above.

11. **Default.** If Buyer defaults, Seller may elect to retain the Earnest Money Deposit as liquidated damages. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect to accept from Seller a sum equal to the Earnest Money Deposit as liquidated damages, or to sue Seller for specific performance and/or damages.

12. **Abrogation.** Except for those paragraphs in this Agreement expressly surviving the Closing, and the express warranties contained in this Agreement, execution and delivery of the final closing documents shall abrogate this Agreement.

13. **Successors and Assigns.** This Agreement shall bind each of the parties hereto and their respective heirs, personal representatives, successors and assigns.

14. **Entire Agreement.** This Agreement, with any exhibits incorporated by reference, constitutes the final expression of the parties' agreement and is a complete and exclusive statement

of the terms of that agreement. This Agreement supersedes all prior or contemporaneous negotiations, discussions and understandings, whether oral or written or otherwise, all of which are of no further effect. This Agreement may not be changed, modified or supplemented except in writing signed by the parties hereto.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one single agreement. Facsimile transmission of any signed original document, and the retransmission of any signed facsimile shall be the same as delivery of an original.

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

“BUYER”

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Scott C. Harbertson, Mayor

“SELLER”

E & H LAND, LLC

By: _____

Its: _____

BUYER ACKNOWLEDGMENT

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

On the _____ day of January, 2011, personally appeared before me Scott C. Harbertson, 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 Scott C. Harbertson acknowledged to me that the City executed the same.

Notary Public

SELLER ACKNOWLEDGMENT

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

On the _____ day of January, 2011, personally appeared before me _____, who being by me duly sworn did say that s/he is the managing member of **E&H LAND, LLC**, 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.

Notary Public

EXHIBIT "A"

Purchase and Sale Agreement
Legal Description



CALDWELL | RICHARDS | SORENSEN

ANSWERS TO INFRASTRUCTURE™

November 3, 2010

Park Lane Extension Over E and H Property

An 80.00 foot right of way for vehicular and pedestrian traffic.

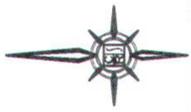
A part of the Northeast Quarter of Section 23, Township 3 North Range 1 West,
Salt Lake Base & Meridian, U. S. Survey:

Beginning at a point on the north right of way line of Clark Lane and the south line of the grantors property and the east line of D & RGW Railroad right of way, which is
751.04 feet North 00°09'31" East along section line and 1079.80 feet North 89°09'10" West along the projected north line of Clark lane, from the East ¼ corner of said Section 23: running thence North 34°10'41" West 34.41 feet along said east line to a non-tangent point on a curve; thence northeasterly along the arc of a 1093.69 foot radius curve to the left a distance of 717.93 feet (central angle equals 37°36'37" and long chord bears North 59°59'12" East 705.11 feet) to a point of compound curvature; thence northeasterly along the arc of a 28.50 foot radius curve to the left a distance of 44.77 feet (central angle equals 90°00'00" and the long chord bears North 03°49'06" West 40.31 feet) to a point of non-tangency; thence North 48°49'06" West 13.00 feet; thence North 41°10'54" East 100.00 feet to a non-tangent point on curve and east line of the grantors property: thence southeasterly along the arc of a 28.50 foot radius curve to the left a distance of 26.96 feet (central angle equals 54°11'34" and long chord bears South 75°55'08" East 25.96 feet) to a point of non-tangency; thence South 00°07'51" West 160.87 feet along said east line and to a non-tangent point on curve; thence southwesterly along the arc of a 28.50 foot radius curve to the left a distance of 20.81 feet (central angle equals 41°49'52" and long chord bears South 62°05'50" West 20.35 feet) to a point of reverse curvature; thence southwesterly along the arc of a 1173.69 foot radius curve to the right a distance of 592.86 feet (central angle equals 28°56'29" and long chord bears South 55°39'08" West 586.58 feet) to the south line of the grantors property and the north right of way line of Clark Lane to a point of non-tangency; thence North 89°09'10" West 167.16 feet along said south line to the point of beginning.

Contains 64,782 sq.ft. or 1.487 acres.

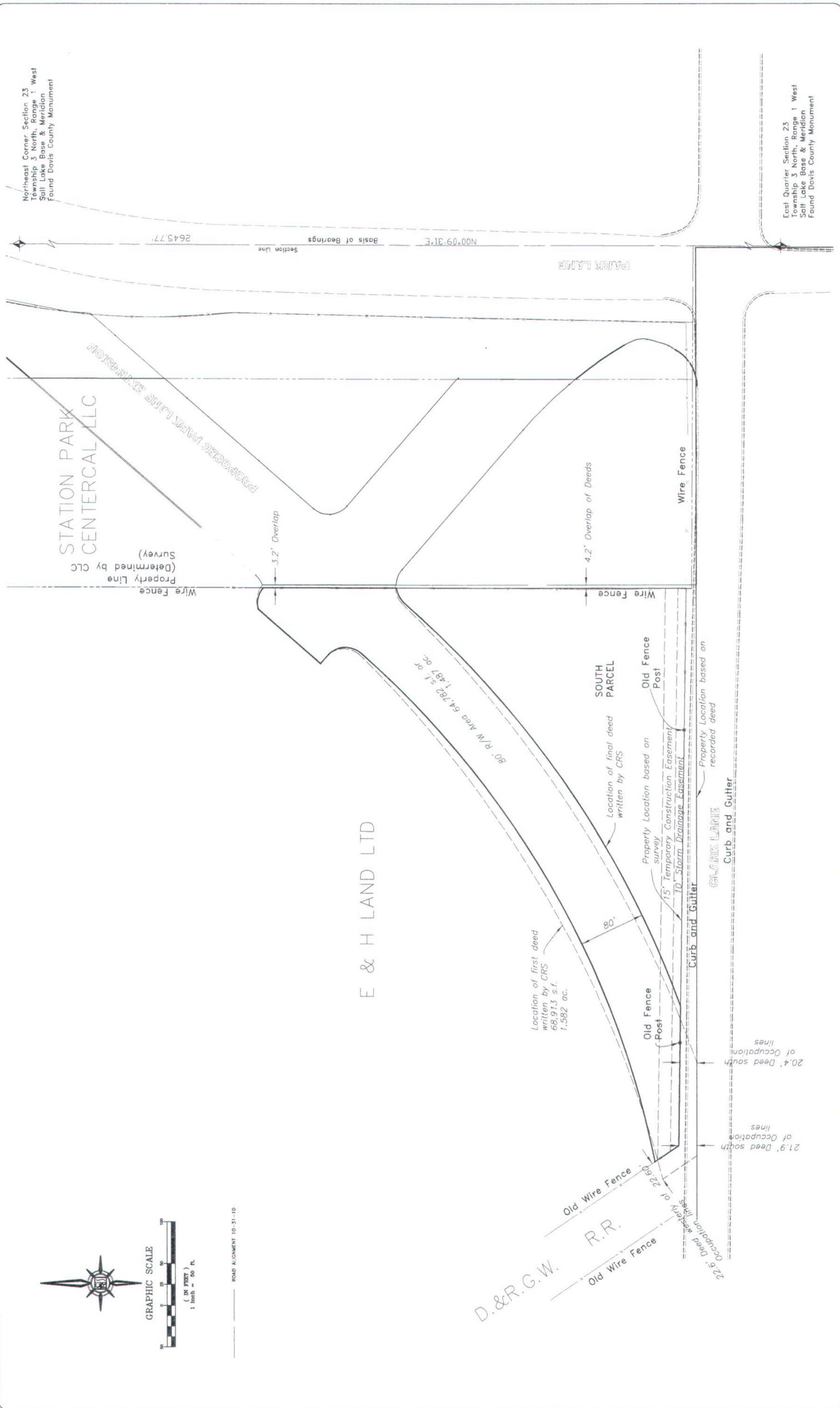
EXHIBIT "B"

Map of Property



GRAPHIC SCALE
 (IN FEET)
 1 inch = 50 ft.

ROAD ALIGNMENT 10-31-10



Northeast Corner, Section 23
 Township 3 North, Range 1 West
 Salt Lake Base & Meridian
 Found Davis County Monument

East Quarter, Section 23
 Township 3 North, Range 1 West
 Salt Lake Base & Meridian
 Found Davis County Monument

STATION PARK
 CENTRAL LLC
 Property Line
 (Determined by CLC
 Survey)

E & H LAND LTD

D.R.G.W.
 R.R.

SHEET
 1 OF 1

EXHIBIT
PROPOSED PARK LANE EXTENSION
 EVANS PROPERTY

2060 East 2100 South
 Salt Lake City, UT 84119
 Phone: (801) 359-3325
 www.crsengineers.com

**CALDWELL
 RICHARDS
 SORENSON**
 ANSWERS TO INFRASTRUCTURE™

PRINCIPAL: PAUL J. HIRST
 PROJECT MANAGER: JERRON ATKIN
 CHECKER: JERRON ATKIN
 DRAWN BY: TIM LEAK
 SCALE: _____
 DATE ISSUED: DECEMBER 14, 2010

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

REV.	BY	DATE	DESCRIPTION
1	T.D.L.	12-17-10	NEW STORM DRAIN EASEMENTS, DIMENSION AND AREA OF ROAD

UTAH

FARMINGTON

PROJECT NUMBER
08159C



CALDWELL | RICHARDS | SORENSEN

ANSWERS TO INFRASTRUCTURE™

Farmington City 10.00 Foot Wide Storm Drain Easement

An exclusive easement being 10.00 foot wide for the construction and maintenance of a storm drain system described as follows:

A part of the Northeast Quarter of Section 23, Township 3 North, Range 1 West, Salt Lake Base & Meridian, U. S. Survey:

Beginning at a point on the south line of the grantors property which is 751.04 feet North 00°09'31" East along section line and 411.10 feet North 89°09'10" West along the north right of way line of Clark Lane and line projected from the East quarter corner of said Section 23; running thence North 89°09'10" West 668.71 feet, along said south line to a point on the westerly line of said grantors property; thence North 34°10'35" West 12.21 feet along said westerly line; thence South 89°09'10" East 675.59 feet along a line being 10.00 feet perpendicular to and parallel with said south line to a point 10.00 feet perpendicularly distant northerly from said south line of grantors property to a point on the east line of the grantors property; thence South 00°07'51" West 10.00 feet along said east line to the point of beginning.



CALDWELL | RICHARDS | SORENSEN

ANSWERS TO INFRASTRUCTURE™

December 18, 2010

**Farlington City 15.00 Foot Wide Temporary
Construction Easement**

A 15.00 foot wide temporary easement for construction of a storm drain system described as follows:

A part of the Northeast Quarter of Section 23, Township 3 North, Range 1 West, Salt Lake Base & Meridian, U. S. Survey:

Beginning at a point on the east line of the grantors property which is 751.04 feet North 00°09'31" East along section line and 411.10 feet North 89°09'10" West along the north right of way line of Clark Lane and line projected and 10.00 feet North 00°07'51" East, from the East quarter corner of said Section 23; running thence North 89°09'10" West 675.59 feet to a point on the westerly line of the grantors property; thence North 34°10'35" West 18.32 feet along said west line; thence South 89°09'10" East 685.91 feet along a line being 15.00 feet perpendicular to and parallel with said south line to a point 25.00 feet perpendicularly distant northerly from said south line of grantors property to a point on the east line of the grantors property; thence South 00°07'51" West 15.00 feet along said east line to the point of beginning.

Northeast Corner, Section 23
Township 3 North, Range 1 West
Salt Lake Base & Meridian
Found Davis County Monument

East Quarter, Section 23
Township 3 North, Range 1 West
Salt Lake Base & Meridian
Found Davis County Monument

STATION PARK
CENTERCAL LLC
(Determined by CLC
Survey)

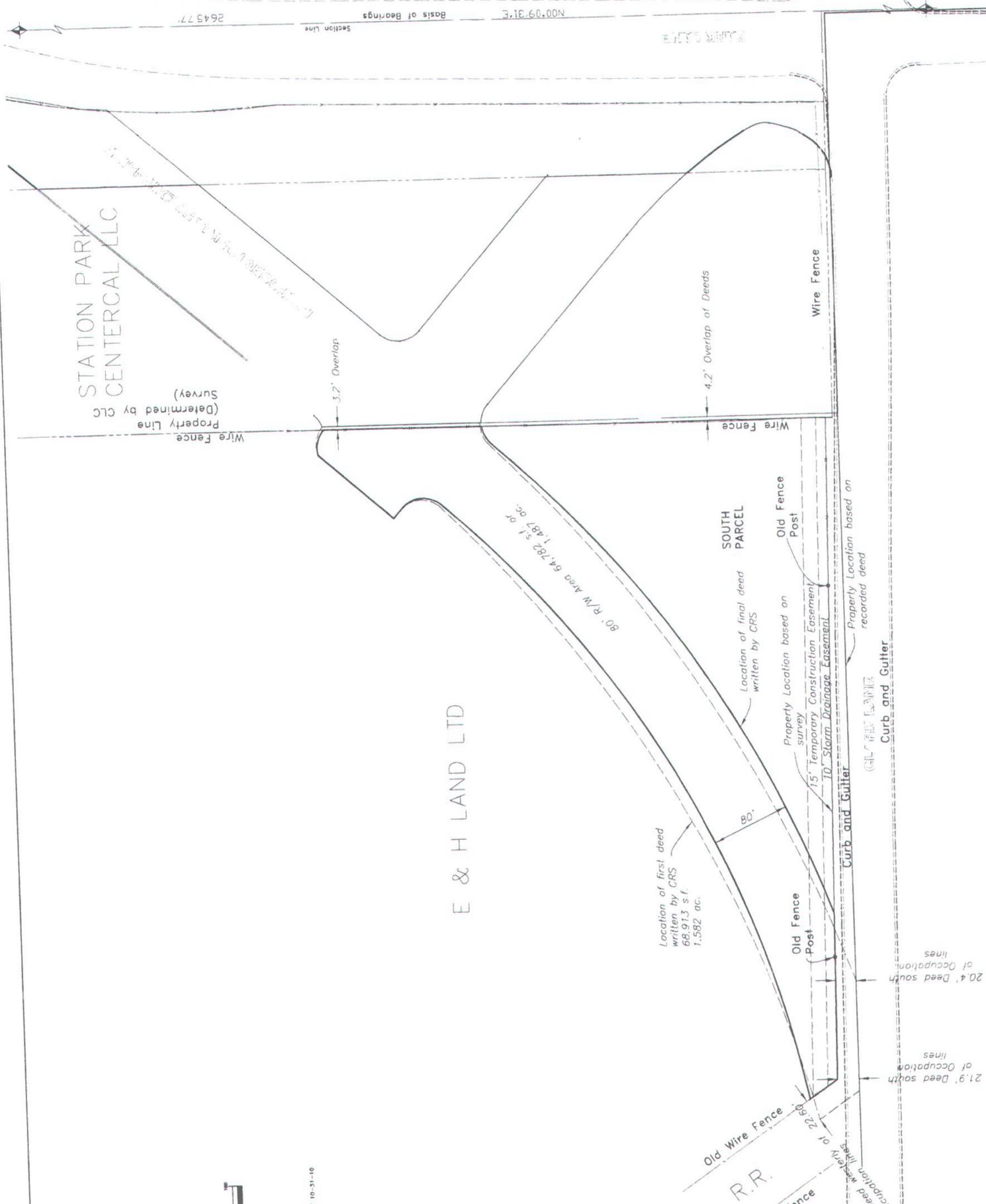
E & H LAND LTD

D.&R.G.W.
R.R.
Old Wire Fence



GRAPHIC SCALE
(IN FEET)
1 Inch = 80 Ft.

ROAD ALIGNMENT 10-31-10



SHEET
1 of 1
PROJECT NUMBER
08159C

EXHIBIT
PROPOSED PARK LANE EXTENSION
EVANS PROPERTY
FARMINGTON, UTAH

2060 East 2100 South
Salt Lake City, UT 84109
Phone: (801) 359-5565
Fax: (801) 359-4272
www.crsengineers.com

CRS
CALDWELL RICHARDS SORENSEN
ANSWERS TO INFRASTRUCTURE

PRINCIPAL: PAUL J. HIRST
PROJECT MANAGER: JERRON ATKIN
CHECKER: JERRON ATKIN
DRAWN BY: TIM LEAK
SCALE: _____
DATE ISSUED: DECEMBER 14, 2010

**PRELIMINARY
NOT FOR
CONSTRUCTION**

REV.	BY	DATE	T.D.L. 12-17-10 NEW STORM DRAIN EASEMENTS, DIMENSION AND AREA OF ROAD
1			



CALDWELL | RICHARDS | SORENSEN

ANSWERS TO INFRASTRUCTURE™

Farmington City 10.00 Foot Wide Storm Drain Easement

An exclusive easement being 10.00 foot wide for the construction and maintenance of a storm drain system described as follows:

A part of the Northeast Quarter of Section 23, Township 3 North, Range 1 West, Salt Lake Base & Meridian, U. S. Survey:

Beginning at a point on the south line of the grantors property which is 751.04 feet North 00°09'31" East along section line and 411.10 feet North 89°09'10" West along the north right of way line of Clark Lane and line projected from the East quarter corner of said Section 23; running thence North 89°09'10" West 668.71 feet, along said south line to a point on the westerly line of said grantors property; thence North 34°10'35" West 12.21 feet along said westerly line; thence South 89°09'10" East 675.59 feet along a line being 10.00 feet perpendicular to and parallel with said south line to a point 10.00 feet perpendicularly distant northerly from said south line of grantors property to a point on the east line of the grantors property; thence South 00°07'51" West 10.00 feet along said east line to the point of beginning.



CALDWELL | RICHARDS | SORENSEN
ANSWERS TO INFRASTRUCTURE™

December 18, 2010

**Farmington City 15.00 Foot Wide Temporary
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CALDWELL | RICHARDS | SORENSEN

ANSWERS TO INFRASTRUCTURE™

Farmington City 10.00 Foot Wide Storm Drain Easement

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Beginning at a point on the south line of the grantors property which is 751.04 feet North $00^{\circ}09'31''$ East along section line and 411.10 feet North $89^{\circ}09'10''$ West along the north right of way line of Clark Lane and line projected from the East quarter corner of said Section 23; running thence North $89^{\circ}09'10''$ West 668.71 feet, along said south line to a point on the westerly line of said grantors property; thence North $34^{\circ}10'35''$ West 12.21 feet along said westerly line; thence South $89^{\circ}09'10''$ East 675.59 feet along a line being 10.00 feet perpendicular to and parallel with said south line to a point 10.00 feet perpendicularly distant northerly from said south line of grantors property to a point on the east line of the grantors property; thence South $00^{\circ}07'51''$ West 10.00 feet along said east line to the point of beginning.



CALDWELL | RICHARDS | SORENSEN

ANSWERS TO INFRASTRUCTURE™

December 18, 2010

**Farlington City 15.00 Foot Wide Temporary
Construction Easement**

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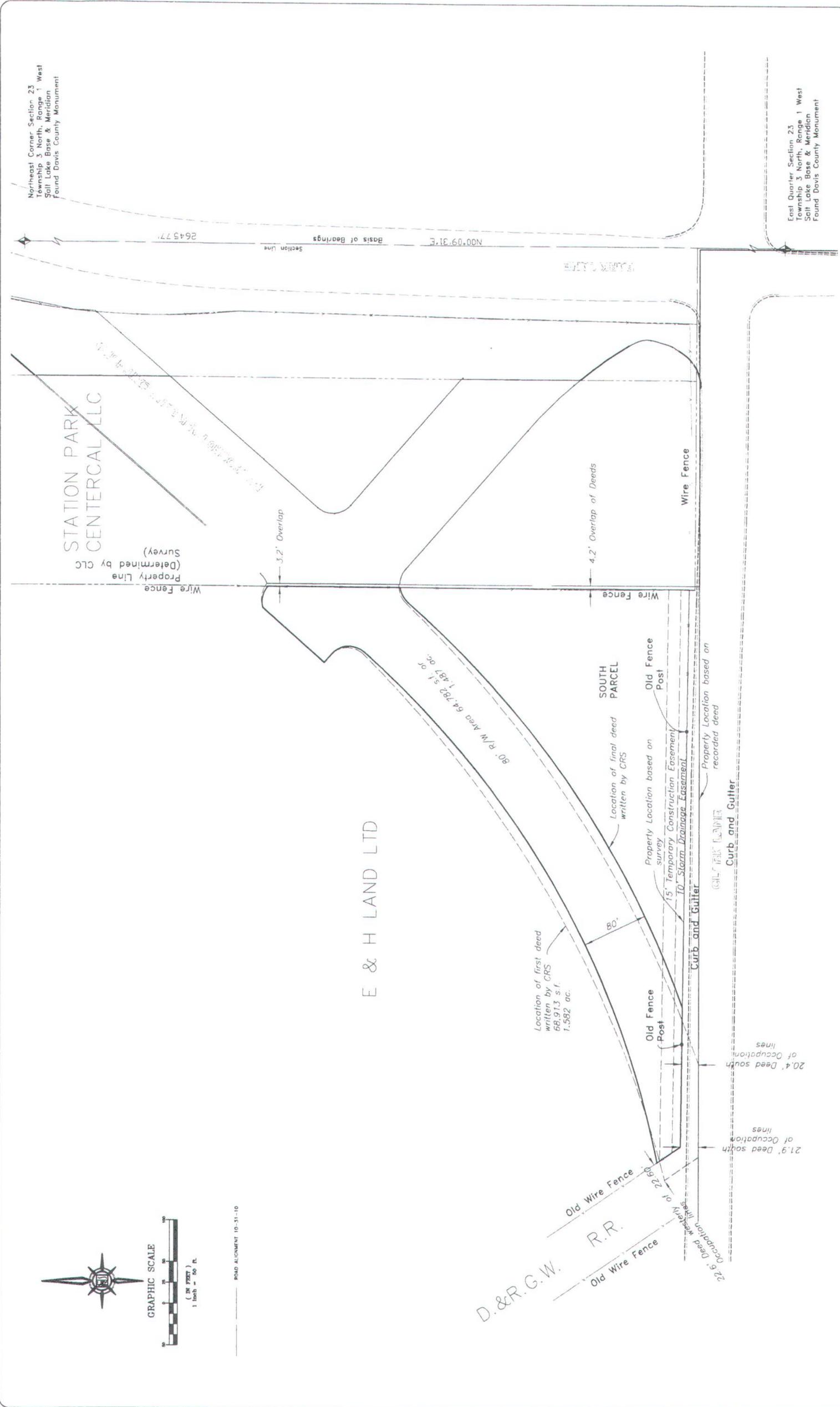
Beginning at a point on the east line of the grantors property which is 751.04 feet North 00°09'31" East along section line and 411.10 feet North 89°09'10" West along the north right of way line of Clark Lane and line projected and 10.00 feet North 00°07'51" East, from the East quarter corner of said Section 23; running thence North 89°09'10" West 675.59 feet to a point on the westerly line of the grantors property; thence North 34°10'35" West 18.32 feet along said west line; thence South 89°09'10" East 685.91 feet along a line being 15.00 feet perpendicular to and parallel with said south line to a point 25.00 feet perpendicularly distant northerly from said south line of grantors property to a point on the east line of the grantors property; thence South 00°07'51" West 15.00 feet along said east line to the point of beginning.



GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

ROAD ALIGNMENT 10-31-10



Northeast Corner, Section 23
Township 3 North, Range 1 West
Salt Lake Base & Meridian
Found Davis County Monument

East Quarter Section 23
Township 3 North, Range 1 West
Salt Lake Base & Meridian
Found Davis County Monument

STATION PARK
CENTRAL LLC

Wire Fence
Property Line
(Determined by CLC
Survey)

E & H LAND LTD

D.&R.G.W.
R.R.

Old Wire Fence

Old Wire Fence

Location of first deed
written by CRS
66,913 s.f.
1.582 ac.

Location of final deed
written by CRS

80' R/W Area 64,782 s.f. or
1.487 ac.

Property Location based on
survey

15' Temporary Construction Easement
to Storm Drainage Easement

Property Location based on
recorded deed

Overlap of Deeds

3.2' Overlap

4.2' Overlap of Deeds

Wire Fence

Curb and Gutter

20.4' Deed south
of Occupation
lines

21.9' Deed south
of Occupation
lines

Property Location based on
recorded deed

SHEET
1 OF 1
PROJECT NUMBER
08159C

EXHIBIT
PROPOSED PARK LANE EXTENSION
EVANS PROPERTY
FARMINGTON
UTAH

2000 East 2100 South
Salt Lake City, UT 84109
Phone: (801) 359-5565
Fax: (801) 359-4272
www.crsengineers.com

CRS
CALDWELL
RICHARDS
SORENSEN
ANSWERS TO INFRASTRUCTURES

PRINCIPAL: PAUL J. HRST
PROJECT MANAGER: JERRON ATKIN
CHECKED: JERRON ATKIN
DRAWN BY: TIM LEAK
SCALE: _____
DATE ISSUED: DECEMBER 14, 2010

PRELIMINARY
NOT FOR
CONSTRUCTION

REV.	BY	DATE	T.D.L. 12-17-10 NEW STORM DRAIN EASEMENTS, DIMENSION AND AREA OF ROAD
1			DESCRIPTION



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ANSWERS TO INFRASTRUCTURE™

Farlington City 10.00 Foot Wide Storm Drain Easement

An exclusive easement being 10.00 foot wide for the construction and maintenance of a storm drain system described as follows:

A part of the Northeast Quarter of Section 23, Township 3 North, Range 1 West, Salt Lake Base & Meridian, U. S. Survey:

Beginning at a point on the south line of the grantors property which is 751.04 feet North 00°09'31" East along section line and 411.10 feet North 89°09'10" West along the north right of way line of Clark Lane and line projected from the East quarter corner of said Section 23; running thence North 89°09'10" West 668.71 feet, along said south line to a point on the westerly line of said grantors property; thence North 34°10'35" West 12.21 feet along said westerly line; thence South 89°09'10" East 675.59 feet along a line being 10.00 feet perpendicular to and parallel with said south line to a point 10.00 feet perpendicularly distant northerly from said south line of grantors property to a point on the east line of the grantors property; thence South 00°07'51" West 10.00 feet along said east line to the point of beginning.



CALDWELL | RICHARDS | SORENSEN
ANSWERS TO INFRASTRUCTURE™

December 18, 2010

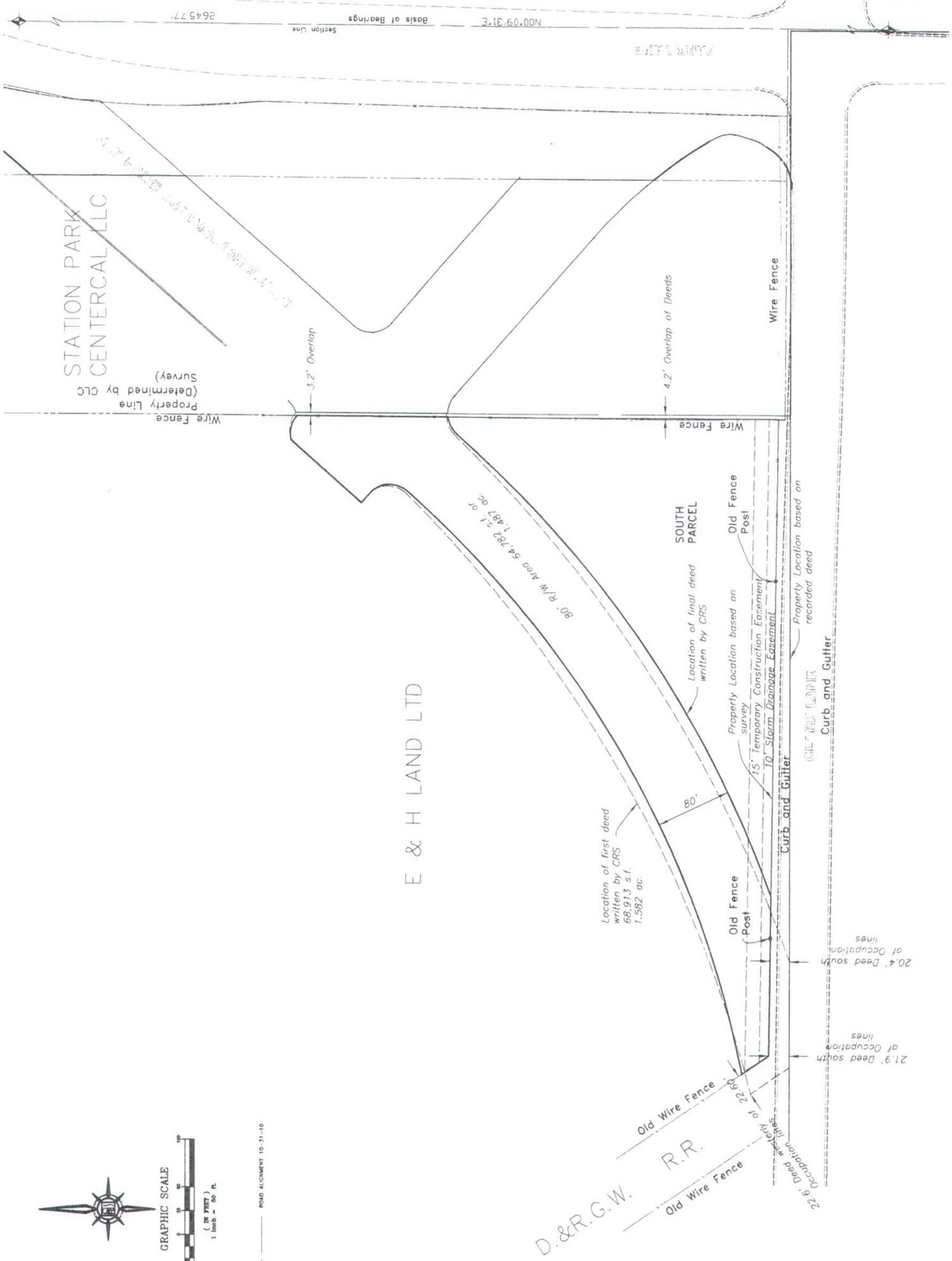
**Farmington City 15.00 Foot Wide Temporary
Construction Easement**

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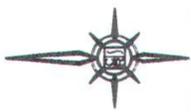
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Northeast Corner, Section 23
Township 3 North, Range 1 West
Salt Lake Base & Meridian
Found Davis County Monument



STATION PARK
CENTERCAL LLC
(Determined by CLC
Survey)
Wire Fence
Property Line

E & H LAND LTD



GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

ROAD ALIGNMENT 10-31-10

East Quarter, Section 23
Township 3 North, Range 1 West
Salt Lake Base & Meridian
Found Davis County Monument

SHEET
1 OF 1
PROJECT NUMBER
08159C

EXHIBIT
PROPOSED PARK LANE EXTENSION
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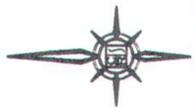
December 18, 2010

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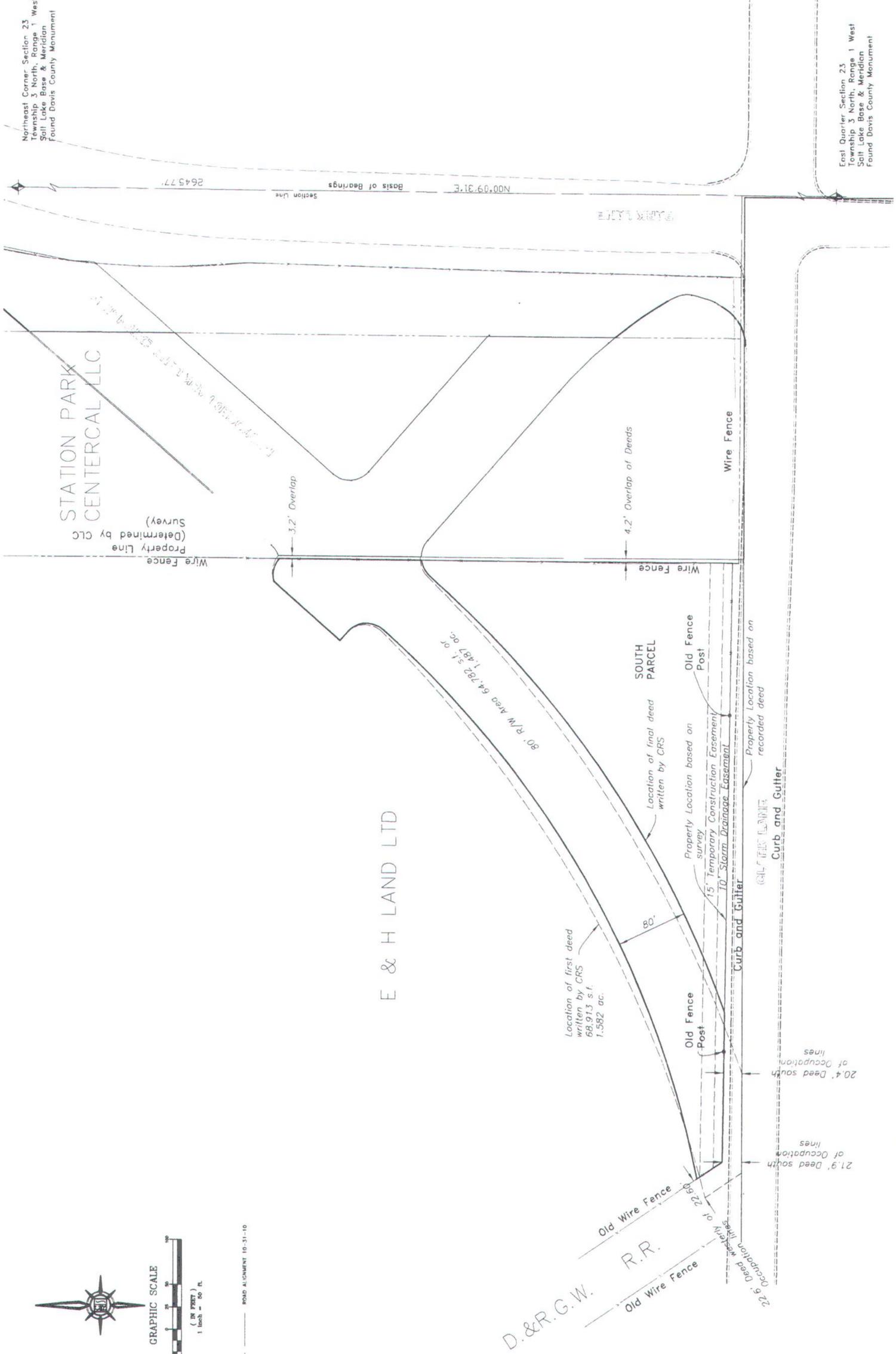
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GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

ROAD ALIGNMENT 10-31-10



Northeast Corner, Section 23
Township 3 North, Range 1 West
Salt Lake Base & Meridian
Found Davis County Monument

East Quarter, Section 23
Township 3 North, Range 1 West
Salt Lake Base & Meridian
Found Davis County Monument

STATION PARK
CENTERCAL LLC
Wire Fence
Property Line
(Determined by CLC
Survey)

E & H LAND LTD

D.&R.G.W. R.R.
Old Wire Fence

SOUTH PARCEL

Wire Fence

GULF BAY LANE
Curb and Gutter

SHEET
1 of 1
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