



FARR WEST CITY COUNCIL AGENDA

May 21, 2026 at 6:30 p.m.
City Council Chambers
1896 North 1800 West
Farr West, UT 84404

Notice is hereby given that the City Council of Farr West City will hold their regular meeting at 6:30 p.m. on Thursday, May 21, 2026 at the Farr West City Hall, 1896 North 1800 West, Farr West

Call to Order – Mayor David Bolos

1. Opening Ceremony
 - a. Opening Prayer
 - b. Pledge of Allegiance
2. Comments/Reports/Presentation
 - a. Public Comments (3 minutes)
 - b. Report from the Planning Commission
3. Consent Items
 - a. Assignments and directions for Planning Commission
 - b. Consider approval of minutes dated May 7, 2026
 - c. Consider approval of bills dated May 20, 2026
4. Business Items
 - a. Consideration of business licenses – Calder Sprinkler Landscaping & Excavation, *Hector Coronado* Rocky Mountain Aluminum Art temporary license, *Jeab Ammar*
 - b. Consideration of a re-zone of the River Blacksmith property located at approximately 1193 North 2000 West, parcel number 15-004-0127, from the A-1 zone to the Mixed-Use zone
 - c. Consideration of the amendments to the Legends Subdivision Development Agreement
 - d. Consideration of the revised plat for Legends Subdivision Phase 6
 - e. Consideration of the amendment to the general plan to allow for the M-1 Manufacturing Zone on the northern portions of the David and Jason Chugg properties located at approximately 1700 West Farr West Drive, parcel numbers 19-492-0001 and 19-414-0001
 - f. Set a public hearing for June 4, 2026 at 6:30 p.m. to consider the request to vacate a public utility easement for Jeff and Tara Vining located at 3916 North 2650 West
 - g. Consideration of Ordinance No. 2026-07, amending the swimming pool ordinance
 - h. Consideration of a franchise agreement between Farr West City and Forged Fiber 37, LLC
 - i. Consideration Jacobson Utility Easement Contract for the Meadows Park
 - j. Consideration of Resolution No. 2026-07, regarding the public rentals of the Farr West City Senior Citizen Center
 - k. Consideration of repurposing the existing pump track area behind city hall for development of a dog park
5. Mayor/Council Remarks
 - a. Assignment Follow-up (3 minutes)
6. Adjournment

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Recorder at 801-731-4187, at least three working days prior to the meeting. Notice of time, place and agenda of the meeting was emailed to each member of the City Council, posted in the City Hall, and posted on the Utah Public Meeting Notice Website on May 1, 2025.

Lindsay Afuvai, Recorder

Application for Business License



Application date: _____

Owner Name: _____

Owner Address: _____ City: _____

Telephone: _____

Business Name: _____ DBA: _____

Business Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Business Phone Number: _____ Number of employees: _____

Manager Name: _____ Contact Phone: _____

**If business is commercial or manufacturing/warehousing, please list square footage: _____

State Sales Tax ID # _____ State License # _____

If a daycare of preschool, number of own children: _____; number of other children: _____

Describe your type of business in detail: _____

Businesses that require Health Department inspection and permit: ANY business that is selling food, tattoo and piercing salons, tanning salons, day cares, nursing and assisted livings.

Health Department Permit # _____ or check if not applicable _____

All new business licenses or change of ownership/tenant are required to undergo a fire inspection from Weber Fire District and a building code compliance inspection from Farr West City Building Department. Please contact Jolene at Weber Fire District at 801-782-3580 to schedule the fire inspection and the city office at 801-731-4187 for the building inspection. Proof of passed inspections must be submitted with the business license application before any approval is given.

BUSINESS LICENSE FEE SCHEDULE

COMMERCIAL

Small (under 10,000 sq ft)	Medium (10,000 to 50,000 sq ft)	Large (over 50,000 sq ft)
\$100.00	\$200.00	\$300.00

MANUFACTURING/WAREHOUSING

Small (under 10,000 sq ft)	Medium (10,000 to 50,000 sq ft)	Large (over 50,000 sq ft)
\$100.00	\$150.00	\$200.00

OTHER

Contractor	Professional	Interstate Commerce
\$100.00	\$50.00	\$50.00

ALCOHOL

Class "A" Beer	Class "B" Beer Restaurant	Class "C" Limited Restaurant	Class "D" Golf Course	Class "E" Full Service Restaurant
\$200.00	\$200.00	\$200.00	\$200.00	\$200.00

*If you are renewing an alcohol license:

Has the applicant been arrested or convicted of a felony or misdemeanor in the past 12 months? _____

Type of License Applying For: _____ License fee due: _____

I, the applicant, am aware of and conform to all State and Federal Regulations. I have read and understand the Codes and Ordinances of Farr west City for Business License Regulations (Title 5).

Applicant signature: _____ Date: _____

For office use only:

Amount paid: \$100 Date paid: 5/7/2026 Receipt Number: 6.000007418

City Council Date: May 21, 2026 Approved: _____ Disapproved: _____

License number: _____ Date issued: _____

Application for TEMPORARY Business License



Application date: 5/11/26

Owner Name: Jeab Ammar

Owner Address: [REDACTED]

Telephone: [REDACTED]

City: [REDACTED]

State: UT

Fax: _____

Email: [REDACTED]

Business Name: Rocky Mountain aluminum art DBA: Rocky Mountain Aluminum Art

Temporary Business Address: 1819 N 2000W Current zoning: _____
*Per Farr West City Code Section 5.04.190, all temporary businesses must be located within commercial or manufacturing zones.

Mailing Address: 11406S 2700 W City: South Jordan State: UT Zip: 84002

Business Phone Number: (365) 800-3863 Number of employees: 1

Manager Name: Jeab Ammar Contact Phone: (885) 259-4424

State Sales Tax ID # _____ State License # 91-346671

Businesses that require Health Department inspection and permit: ie, any business selling food, etc.

Health Department Permit # _____ or check if not applicable

Beginning and end dates of operation: 5/24 - 6/7 Hours of operation: 9am - 5pm

Description of goods offered for sale: Aluminum structures/ Art

Please include with the required additional documents:

- Site Plan showing the type of building or shelter from which sales are to be made, as well as its location on the lot; location of ingress and egress to the site from the street, the location and size of all proposed signs and the number and size of off street parking stalls.
- If the business is conducted from a vehicle, its license number must be given. _____
- A letter from the property owner granting permission to the temporary business to use their lot together with any conditions for approval.

Temporary License Fee	Refundable Deposit
\$100.00	\$50.00

**The refundable deposit shall accompany the license fee and shall be returned within fourteen days from the date of termination of the temporary business so long as the area is cleaned and placed in the pre-business conditional and order.*

I, the applicant, am aware of and conform to all State and Federal Regulations. I have read and understand the Codes and Ordinances of Farr west City for Business License Regulations (Title 5).

I also understand that all temporary business licenses must be approved through the City Council and I am required to attend their meeting to answer any questions prior to license approval.

Applicant signature:  Date: 5/11/26

*All new business licenses or change of ownership/tenant are required to undergo a fire inspection from Weber Fire District. Please **contact Jolene at Weber Fire District at 801-782-3580** to schedule the inspection. Proof of passed inspection must be submitted with the business license application before any approval is given.*

Temporary business licenses are subject to review and approval of the site prior to conducting any sale or rendering any service from the following departments:

Health Department (for the purpose of ensuring adequate sanitary facilities)

Signature for approval _____ Date: _____

Building Inspector (for the purpose of examining and approving the construction of temporary shelters, electrical, plumbing and heating installation, traffic flow and potential hazards, off street parking and general site standards)

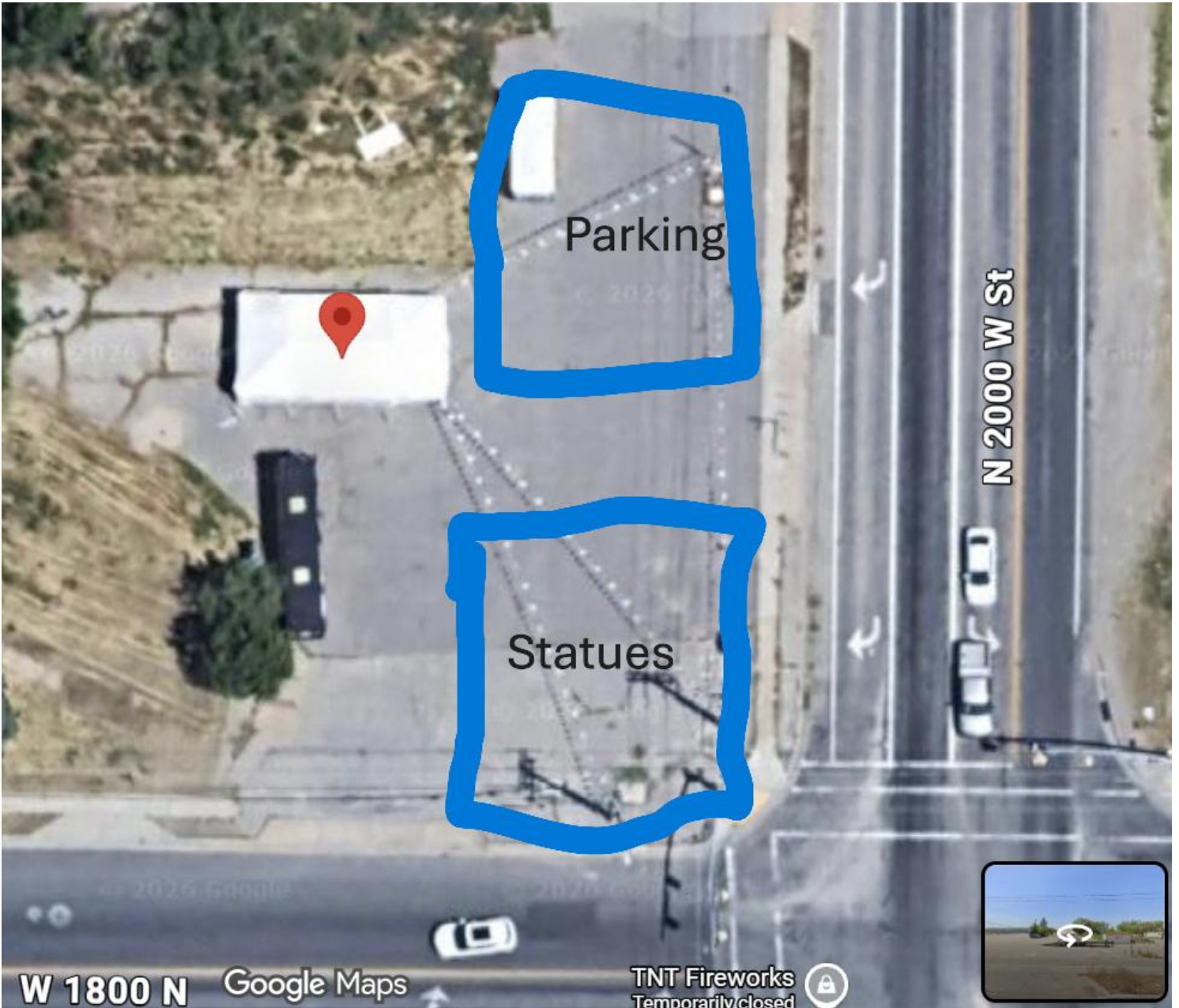
Signature for approval _____ Date: _____

For office use only:

Amount paid: _____ Date paid: _____ Receipt Number: _____

City Council Date: _____ Approved: _____ Disapproved: _____

License number: _____ Date issued: _____



Parking

Statues

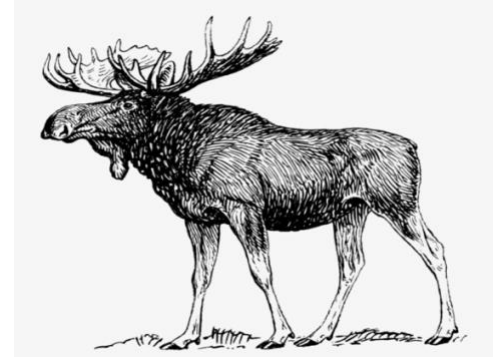
N 2000 W St

W 1800 N Google Maps

TNT Fireworks
Temporarily closed



Permission Letter



Rocky Mountain Aluminum Art

(385) 600-3863

I Sarah Hong, as the owner/agent of Hyonju Hong
located at 1809 W 2000 S, Farr West, UT, give permission for Rocky Mountain
Aluminum Art to operate their business in a specified section of my lot at the above address for
14 days. Rent will be charged at a rate of \$200.00 a week.

05/12/26

Date

Signature



Phone Number

Application for Rezoning Real Property



Date Submitted 4/16/26 Applicant's Name RIVER BLACKSMITH

Applicant's Address [REDACTED]

Applicant's Phone [REDACTED]

.....

Fee Schedule (check one):

- Up to 5 acres..... \$150.00 []
- More than 5 acres.....\$200.00 []
- Commercial or Manufacturing..... \$250.00 []

Fee received by _____ Date _____

.....

I (we), the undersigned property owner (s), request that the following real property (include or attach a legal description and a scale drawing of the real property here):

PARCEL # 150040127 6.37 ACRES

Be rezoned from (present zoning) _____

To (desired zoning) _____

Include or attach a list of all adjacent property owners within three hundred feet (300') of the property proposed for rezone and their addresses. []

The Planning Commission must review the request from the standpoint that changes in property zoning cannot be made unless it is in the best interest of the citizens of Farr West City generally.

Please answer the following questions: (Attach additional sheets if necessary)

1. How is this request consistent with the policies of Farr West City's General Plan?

THIS PARCEL WAS PURCHASED BY R.B. PROPERTIES TO HELP WITH COHESIVENESS WITH SURROUNDING NEIGHBORS.

ALSO, THIS REQUEST IS CONSISTENT WITH THE CITY GENERAL PLAN.

Application for Rezoning Real Property



2. How will this request benefit the general public and the community?

IT WILL ADD COHESIVENESS TO THE LEGENDS PROJECT.
IT WILL HELP THE OTHER SURROUNDING LAND OWNERS.

3. How will this request promote the health, safety, convenience, order or prosperity of the general public?

N/A

Signature of Petitioner(s):

Address:

✓ Checklist:

- Fees Paid
- Legal Description
- Scale Drawing
- Adjacent Property Owners List
- Public Hearing Set
- Adjacent Property Owners Notified

- Notice Advertised on: _____
- Public Hearing Held on: _____
- PC Recommendation:
- Approve Reject Date: _____
- CC Action:
- Approve Reject Date: _____

SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT
(Legends Crossing Subdivision)

This SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT (this “**Amendment**”) is entered into this ____ day of _____, 2026 (the “**Amendment Effective Date**”), by and between River Blacksmith Properties, LLC, a Utah limited liability company (“**Developer**”), and Farr West City, a political subdivision of the State of Utah (the “**City**”). Developer and City are each referred to herein as a “**Party**,” and collectively, the “**Parties**.”

RECITALS

WHEREAS, the Parties, or their predecessor’s in interest, entered into that certain Development Agreement dated June 18, 2024, and recorded in the official records of Weber County, Utah (the “**Development Agreement**”), for the development of a mixed-use development project on real property in Farr West City, Utah; and

WHEREAS, the Developer has acquired a certain parcel of land adjacent to the project contemplated by the Development Agreement and the Parties now desire to include said parcel into the Development Agreement; and

WHEREAS, the Parties now desire to amend the legal description of the Development Agreement so that the Developer’s newly acquired parcel adjacent to the project will be included in the Development Agreement; and

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties hereby modify the Development Agreement as follows:

1. Legal Description. Attachment A “Project Area Legal Description and Graphic Depiction” of the Development Agreement shall be amended to read as contained and attached in the “Attachment A” to this Amendment.

2. Conflicts. Except as modified by this Amendment, all terms, provisions and conditions of the Development Agreement shall remain unmodified and in full force and effect as if fully set forth herein. In the event of any conflict between the terms referenced in this Amendment and the Development Agreement, the terms referenced in this Amendment shall prevail.

3. Binding Effect. The Parties hereby confirm, restate, approve and ratify the Development Agreement as amended by this Amendment and, except as provided in this

Amendment, the terms, provisions and conditions of the Development Agreement are and shall remain in full force and effect. This Amendment is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

4. Titles and Captions. All section or paragraph titles or captions in this Amendment are for convenience only, shall not be deemed part of this Amendment, and in no way define, limit, extend or describe the scope or intent of any provision hereof.

5. Counterparts. This Amendment may be executed in counterparts, including faxed or e-mailed counterparts, each of which is deemed an original and all of which together constitute one and the same instrument.

[signature pages follow]

DATED as of the Amendment Effective Date.

CITY:

FARR WEST CITY:

Attest:

By: _____
David P. Bolos, Mayor

City Recorder

DEVELOPER:

RIVER BLACKSMITH PROPERTIES, LLC
a Utah limited liability company

By: _____
Name: _____
Title: _____

STATE OF UTAH)
 ss:
COUNTY OF _____)

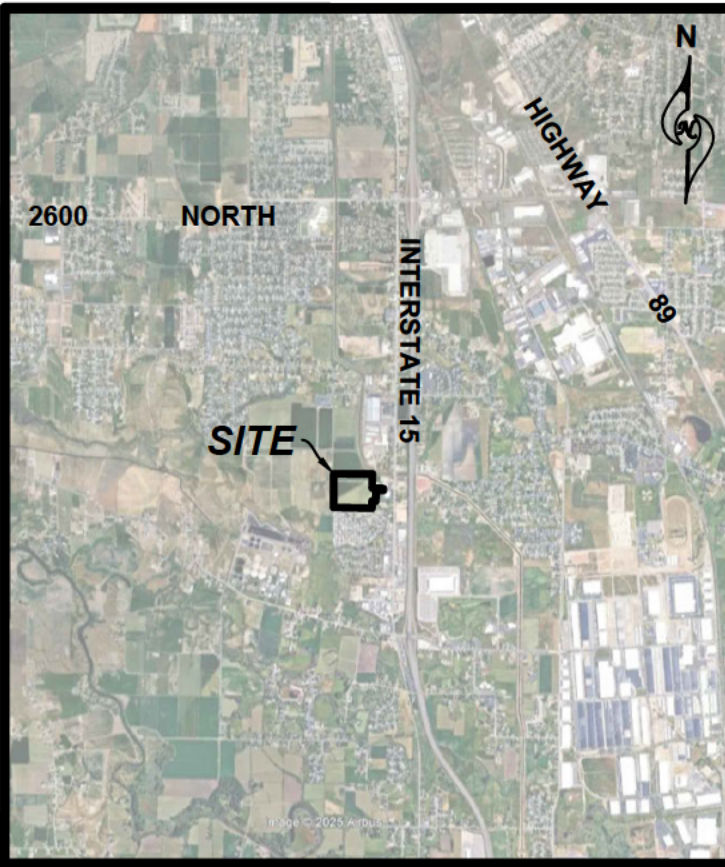
The forgoing instrument was acknowledged before me this ____ day of _____,
20____, by _____ as _____ of River Blacksmith
Properties, LLC a Utah limited liability company.

NOTARY PUBLIC
Residing at: _____

My commission expires: _____

ATTACHMENT A

Legal Description of the Project/Property



VICINITY MAP
NTS

DATE OF PREPARATION
April 28, 2025
REVISED: February 10, 2026
PROJECT #24-255

DEVELOPER
RIVER BLACKSMITH PROPERTIES
2105 W 1800 N, FARR WEST UT 84404
C/O JEREMY SCHEER

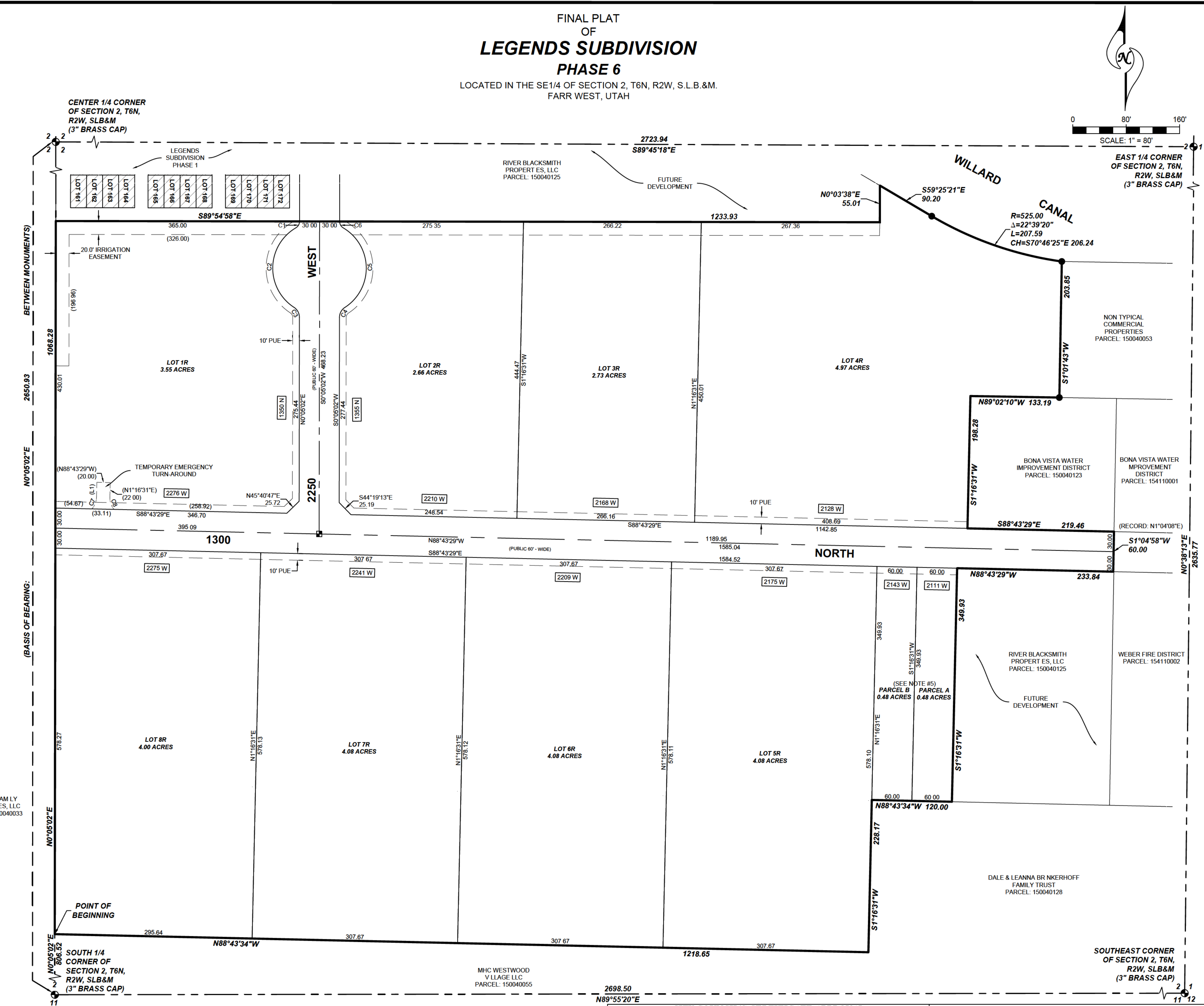
- LEGEND**
- XXXX LOT ADDRESSES
 - SECTION MONUMENT
 - STREET MONUMENT
 - EASEMENT LINE
 - BOUNDARY LINE
 - FOUND REBAR & CAP

- NOTES:**
- THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE PROPERTY SHOWN HEREON INTO LOTS, BLOCKS, ROADWAYS, AND EASEMENTS. THE BOUNDARY SHOWN HEREON REFERENCES THE SURVEY PREPARED BY SPENCER J. MCCUTCHEON AT ELEVATED LAND SURVEYING.
 - #5 REBAR & CAP TO BE SET AT ALL REAR LOT CORNERS. CURB PINS TO BE SET IN THE TOP OF THE CURB AT THE EXTENSION OF THE SIDE LOT LINES.
 - ACCORDING TO FARR WEST MUNICIPAL CODE 16.24.030(F) THE FINAL PLAT WILL DESIGNATE ALL LOTS WITH AN "R" RESTRICTION WITH THE FOLLOWING NOTE: ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED WITH REGARD TO FINISHED FLOOR LEVEL. FINISHED FLOOR ELEVATION OF FUTURE HOMES LOWER THAN TOP BACK OF CURB ELEVATION FRONTING THE LOT ARE NOT ALLOWED. EXCEPTIONS TO THIS RESTRICTION ARE FOUND IN SUBSECTION 15.04.020K OF THE FARR WEST MUNICIPAL CODE.
 - ACCORDING TO FARR WEST MUNICIPAL CODE 15.04.020K ALL NEW HOME BUILDING PERMIT APPLICATIONS SHALL HAVE A RESTRICTION THAT THE LOWEST FINISHED FLOOR ELEVATION IN THE DWELLING SHALL NOT BE LOWER THAN THE ADJACENT TOP BACK OF CURB ELEVATION OR IF CURB IS NOT PRESENT, NO LOWER THAN THE EXISTING GROUND SURFACE. FINISHED FLOOR IS DEFINED AS ANY BASEMENT OR STORY OF A DWELLING THAT IS OR CAN BE MADE TO BE LIVING SPACE, AS THAT TERM IS DEFINED IN THE CURRENT EDITION OF THE INTERNATIONAL RESIDENTIAL CODE.
 - PARCEL A AND B ARE HEREBY DEDICATED TO AND TO BE MAINTAINED BY FARR WEST CITY.

SLATER FAMILY PROPERTIES, LLC
PARCEL: 150040033

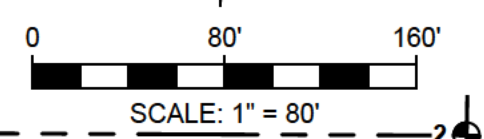
LINE TABLE		
LINE #	BEARING	DISTANCE
(L1)	S1 1631°W	22.00

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD
C1	11.25	59 28'55"	11.68	N29 49'30"E 11.16
C2	70.00	116 28'17"	142.30	N1 21'23"E 119.03
C3	18.00	56 56'14"	17.89	S28 33'10"W 17.16
C4	18.00	56 56'14"	17.89	S28 33'10"W 17.16
C5	70.00	116 28'17"	142.30	S1 11'18"E 119.03
C6	11.25	59 28'55"	11.68	S29 39'25"E 11.16
C7	28.00	40 00'28"	19.55	N21 16'45"E 19.16
C8	28.00	40 00'33"	19.55	S18 43'46"E 19.16

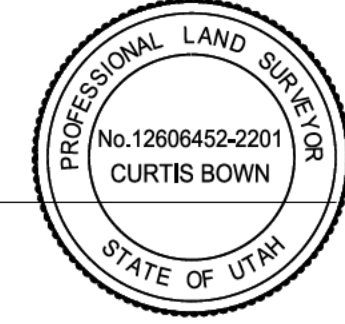


FINAL PLAT OF LEGENDS SUBDIVISION PHASE 6

LOCATED IN THE SE1/4 OF SECTION 2, T6N, R2W, S.L.B.&M. FARR WEST, UTAH



SURVEYOR'S CERTIFICATE
I, CURTIS BOWN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 12606452-2201 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S) THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-73-504 OF SAID CODE, AND HAVE ALSO SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE CORRECTLY SURVEYED, STAKED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.



CURTIS BOWN
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 12606452-2201

BOUNDARY DESCRIPTION
A portion of property located in the SE1/4 of Section 2, Township 6 North, Range 2 West, Salt Lake Base & Meridian, Farr West, Utah, more particularly described as follows:
Beginning at a point on the west Section line of Section 2, located N0 05'02"E along said Section line 806.52 feet from the South Quarter Corner of Section 2, Township 6 North, Range 2 West, Salt Lake Base & Meridian; thence N0 05'02"E along said Section line 1068.28 feet to the Southwest corner of LEGENDS Subdivision Phase 1, according to the Official Plat thereof on file in the Office of the Weber County Recorder; thence S89 54'58"E along the south line of said subdivision and an extension thereof 1,233.93 feet; thence N0 03'38"E 55.01 feet to the west line of THE WILLARD CANAL (USA PROPERTY); thence along said west line the following 2 (two) bearings and distances: (1) thence S59 25'21"E 90.20 feet to a point of curvature and to a found rebar & cap marked Ensign; (2) thence Southeasterly 207.59 feet along the arc of a 525.00 foot radius curve to the left through a delta angle of 22 39'20" (Chord: S70 46'25"E 206.24 feet) to a found rebar & cap marked Mtn West; thence S1 01'43"W 203.85 feet to a found rebar & cap marked Mtn West; thence N89 02'10"W 133.19 feet; thence S1 16'31"W 198.28 feet; thence S88 43'29"E 219.46 feet to the northwest corner of 1300 North Street as dedicated on the BONA VISTA - WEBER FIRE Subdivision Entry No. 2137978; thence S1 04'58"W along the west boundary line of said Street 60.00 feet to the southwest corner of said street; thence N88 43'29"W 233.84 feet; thence S1 16'31"W 349.93 feet; thence N88 43'34"W 120.00 feet; thence S1 16'31"W 228.17 feet; thence N88 43'34"W 1,218.65 feet to the point of beginning.
Contains: 34.09 Acres

OWNER'S DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED ARE THE OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, PARCELS AND STREETS, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOWN AS:

LEGENDS SUBDIVISION PHASE 6

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC & FARR WEST CITY ALL STREETS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT. THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS ____ DAY OF _____, 20____.
(SIGNATURE)
BY: _____ (PRINTED NAME)
ITS: _____

CORPORATE ACKNOWLEDGMENT
ON THIS ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME _____, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO BY ME DULY SWORE/AFFIRMED, DID SAY THAT HE/SHE IS THE _____ OF RIVER BLACKSMITH PROPERTIES, LLC AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS, OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID LIMITED LIABILITY CORPORATION ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC (SIGNATURE)
RESIDING IN _____ COUNTY
MY COMMISSION No. _____ PRINTED FULL NAME OF NOTARY

PLANNING AND ZONING CERTIFICATE OF APPROVAL
THIS PLAT HAS BEEN REVIEWED AND APPROVE BY THE FARR WEST CITY PLANNING AND ZONING COMMISSION.

CHAIRPERSON _____ DATE _____

CITY ATTORNEY'S CERTIFICATE OF APPROVAL
I HAVE REVIEWED THIS PLAT AND APPROVE IT FOR ACCEPTANCE BY FARR WEST CITY.

CITY ATTORNEY _____ DATE _____

FINAL PLAT OF LEGENDS SUBDIVISION PHASE 6

LOCATED IN THE SE1/4 OF SECTION 2, T6N, R2W, S.L.B.&M. FARR WEST, UTAH

RECORDED # _____
STATE OF UTAH, COUNTY OF WEBER, RECORDED AND FILED AT THE REQUEST OF:

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

\$ _____ FEE
WEBER COUNTY RECORDER

CITY COUNCIL'S CERTIFICATE OF APPROVAL
THE ABOVE PLAT IS HEREBY APPROVED AND ACCEPTED BY THE FARR WEST CITY COUNCIL ON THIS ____ DAY OF _____, 20____.
MAYOR _____ ATTEST: _____

CITY ENGINEER'S CERTIFICATE OF APPROVAL
I HEREBY APPROVE THE ABOVE PLAT HAVING REVIEWED IT FOR CONFORMITY WITH STANDARD ENGINEERING PRACTICE AND FARR WEST CITY'S SUBDIVISION ORDINANCE.
CITY ENGINEER _____ DATE _____

civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

UTILITY COMPANIES
THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN REVIEWED AND ARE APPROVED.
ENBRIDGE* _____ DATE _____ ROCKY MOUNTAIN POWER _____ DATE _____
COMCAST CABLE _____ DATE _____ CENTURYLINK COMMUNICATIONS _____ DATE _____

*QUESTAR GAS COMPANY, dba ENBRIDGE UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THIS PLAT, INCLUDING THOSE SET FORTH IN THE OWNER DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8352.

ROCKY MOUNTAIN POWER
1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. § 17-27A-603(4)(c)(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
(1) A RECORDED EASEMENT OR RIGHT OF WAY
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
(3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND FACILITIES OR
(4) ANY OTHER PROVISION OF LAW.

MEMORANDUM

TO: Farr West City Planning Commission and City Council

FROM: Matt Robertson, P.E.
City Engineer

RE: **LEGENDS MIXED-USE SUBDIVISION PHASE 6**
Revised Subdivision Plat Review

Date: May 11, 2026

Our office has completed a review of the updated subdivision plat for the Legends Phase 6 Subdivision. The original plat was approved last year but hasn't been recorded yet. The Developer has purchased more property to the south of Lots 5-8 and would like to update the plat with the additional property before recording. The primary change to the plat is the increased size of those lots to include the additional property. This area will need to be re-zoned to the Mixed-Use zone, and the Master Development Agreement will need to be revised to include the area as well.

We recommend approval of the updated plat with the following comments that need to be addressed prior to recording:

1. Update the addresses on the plat as provided by our office.
2. Address the review comments on the attached plat regarding the plat notes and dedication.

Please let me know if you have any questions.

Application for Rezoning Real Property



Date Submitted 4-28-26 Applicant's Name David & Jason Chrys

Applicant's Address [Redacted]

Applicant's Phone [Redacted]

Fee Schedule (check one):
Up to 5 acres..... \$150.00 []
More than 5 acres.....\$200.00 []
Commercial or Manufacturing..... \$250.00 [X]

Fee received by Lindsay Date 5/1/26

I (we), the undersigned property owner (s), request that the following real property (include or attach a legal description and a scale drawing of the real property here):

Northern 12-13 acres of parcels 194920001
and parcel 194140001

Be rezoned from (present zoning) R-1-15
To (desired zoning) M1

Include or attach a list of all adjacent property owners within three hundred feet (300') of the property proposed for rezone and their addresses. []

The Planning Commission must review the request from the standpoint that changes in property zoning cannot be made unless it is in the best interest of the citizens of Farr West City generally.

Please answer the following questions: (Attach additional sheets if necessary)

1. How is this request consistent with the policies of Farr West City's General Plan?
This property borders M1 on two of its
sides. This will continue the M1 west.

Application for Rezoning Real Property



2. How will this request benefit the general public and the community?
 this will keep traffic off of Saw West Dr.
 and keep the traffic in the park

3. How will this request promote the health, safety, convenience, order or prosperity of the general public?
 additional jobs for the M1 Zone
 also keep extra traffic off Saw West Dr.

Signature of Petitioner(s):

Address:
 1648 Saw West Dr
 Saw West, UT 84404

4367 N 175 W
 PLEASANT VIEW, UT 84414

- ✓ Checklist:
- Fees Paid
 - Legal Description
 - Scale Drawing
 - Adjacent Property Owners List
 - Public Hearing Set
 - Adjacent Property Owners Notified

- Notice Advertised on: _____
- Public Hearing Held on: _____
- PC Recommendation:
- Approve Reject Date: _____
- CC Action:
- Approve Reject Date: _____

EXHIBIT A
DEPICTION OF THE PROPERTY



**APPLICATION TO VACATE PUBLIC ROAD
OR PUBLIC UTILITY EASEMENT**

Date Submitted:

Fee Paid:

Type of Vacation or Modification Request:

Utility Easement Public Street

APPLICANT CONTACT INFORMATION

Name of Applicant: Jeff & Tara Vining

Mailing Address: 

Phone: 

PROPERTY INFORMATION

Property Address 3916 N. 2650 W.
Farm West, UT 84404

Land Serial Number
19280006

Subdivision Name: The Plaza

Lot Number 5

Description of Vacation Location and Requested Action:

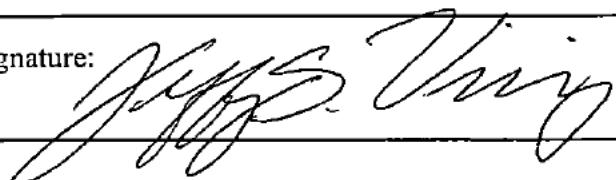
The vacation of (4) feet of the existing south east public utility easement to build a 20x24 foot shed.

Included Documents: List of Adjacent Property Owners; Approval Letters

Other (Please describe)

Parcel information & drawings

Applicant Signature:



Date:

5/13/2020

**FARR WEST CITY APPLICATION TO VACATE, AMEND,
OR ALTER PUBLIC UTILITY EASEMENTS OR ROADS**

INSTRUCTIONS

1. Complete the Application Form on the reverse side. This Application will serve as the "Petition" as that term is used in the Utah State Code. In addition to the Application, the following documents must be provided:
 - A. Letters from the following utility companies and the city engineer indicating no objections to the vacation:
 - o Rocky Mountain Power (electricity)
 - o Questar Gas (natural gas)
 - o Century Link (telephone, cable)
 - o Bona Vista Water Improvement District (culinary water)
 - o Pine View or other secondary water supplier (secondary water)
 - o Central Weber Sewer Improvement District (sewer)
 - o Farr West City Storm Water Manager
 - B. A list of the names and addresses of each owner of record of land that is adjacent to the public street or easement between the two nearest public street intersections; or which is accessed exclusively by or within 300 feet of the public street or easement. This list must include the signature of each property owner on the list who consents to the vacation.
2. Submit the completed Application Form along with ALL fees, required letters, documents and other information to the City Recorder. The Application will be received upon payment of the appropriate fee. Applicant is responsible for all costs, fees and expenses associated with obtaining the necessary letters, notices, and any amended plats.
3. Once the complete Application has been received and reviewed by the city, the city will set a public hearing to determine if good cause exists for the vacation; alteration or amendment, and if the public interest or any person will be materially injured by the vacation.

2650 WES

S 0°47'05" W
(West)

3930 N
--114.42

192800005
15,655 SQFT
TU:145
(North)
137.52'

4

--114.43'

238.08'
(Canal)

3916 N
--117.80'

N 89°12'55" W

JEFFREY VINING
& WF TARA

192800006
16,290 SQFT
TU:145

S 0°03'34" W
--117.81'

(Canal)
East

139.01' (Shaded area)

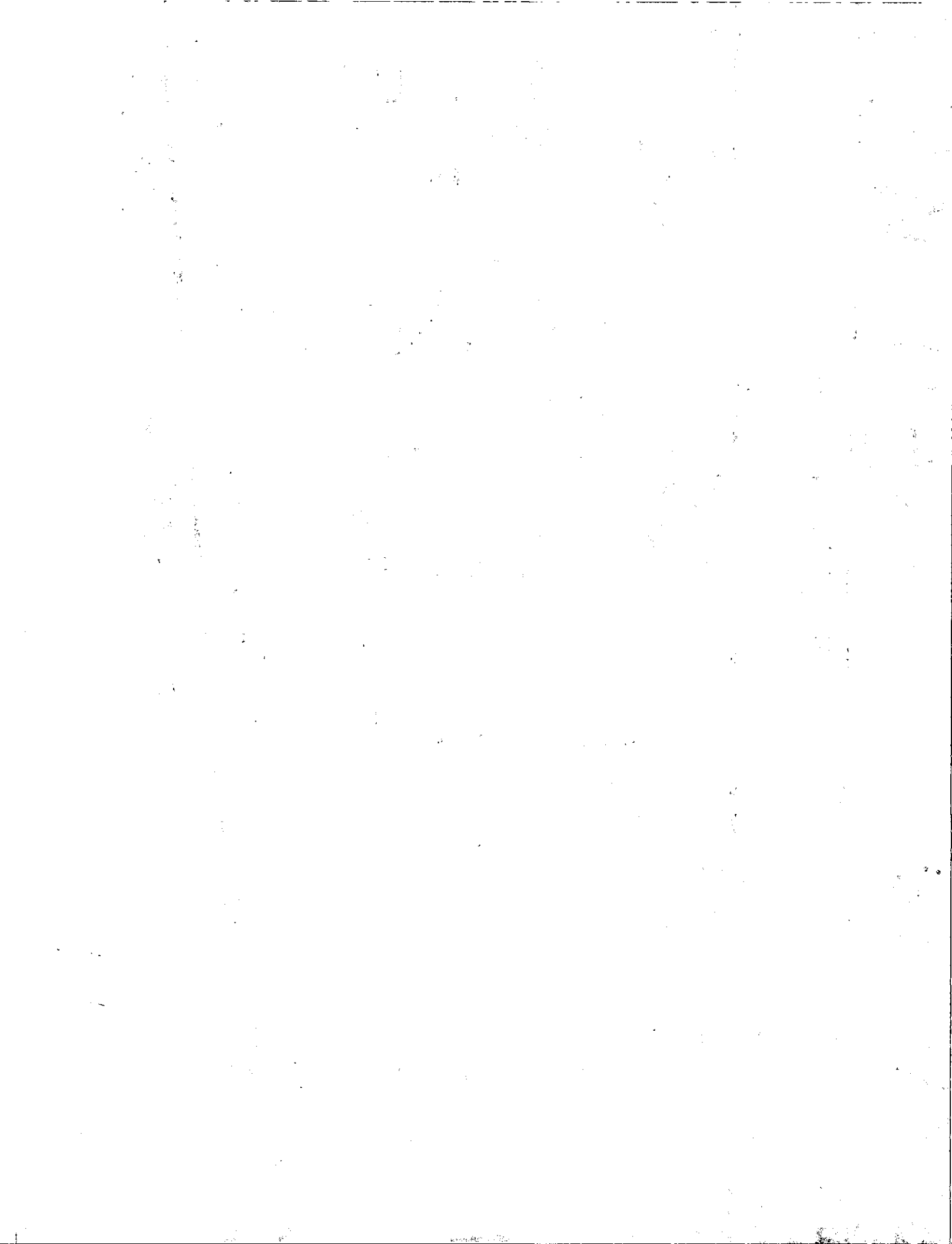
N 89°12'55" W
20.00'
(South)

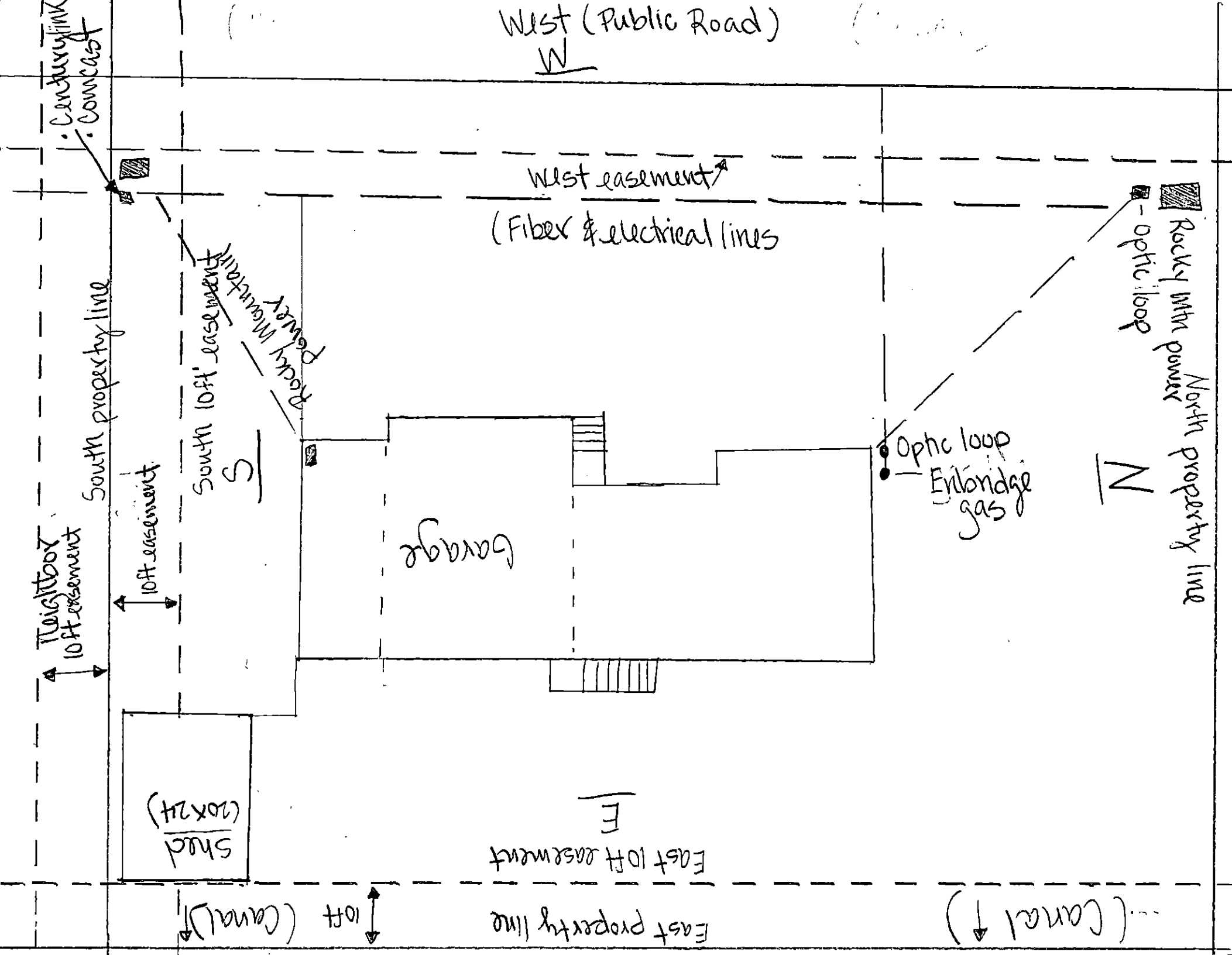
1785
5000

60.52'
3904 N

52'
51' W

DANIEL S. RICHARDS
S. 10110





Current Ordinance

17.44.120: FAMILY SWIMMING POOL:

A family swimming pool shall conform to the following requirements:

A. The location of a family swimming pool or accessory pool related machinery or building shall not be less than ten feet (10') from any interior property line where there is no utility easement or ten feet (10') from any utility easement running along said property line. On corner lots, the distance from the pool to the property line facing on a street shall not be less than the required side yard for an accessory building in that zone.

B. A protective barrier or fence shall be installed around the swimming pool, hot tub/spa, or other artificial water feature which is deeper than eighteen inches (18") according to the requirements of section [17.46.060](#) of this title.

C. Any lights used to illuminate the pool or its accessories shall be so arranged as to reflect the light away from the adjoining premises. (Ord. 2018-01)

Amended Ordinance (Redlined)

17.44.120: FAMILY SWIMMING POOL:

A family swimming pool shall conform to the following requirements:

~~A.~~ ~~A.~~ The location of a family swimming pool shall not be less than ten feet (10') from any interior property line where there is no utility easement running along said property line. On corner lots, the distance from the pool to the property line facing on a street shall not be less than the required side yard for an accessory building in that zone. (Ord. 17.44.190)

~~B.~~ The location of the accessory pool related machinery may be next to, but not within the utility easement, or next to an interior property line where there is no utility easement. If the accessory pool related machinery is located inside an external accessory building, it must meet the required setback standards according to the city's building code. (Ord. 17.44.190)

~~C.~~ A protective barrier or fence shall be installed around the swimming pool, hot tub/spa, or other artificial water feature which is deeper than eighteen inches (18") according to the requirements of section [17.46.060](#) of this title.

~~D.~~ Any lights used to illuminate the pool or its accessories shall be so arranged as to reflect the light away from the adjoining premises. (Ord. 2018-01)

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Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.13" + Indent at: 0.43"

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FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter “Agreement”) is entered into by and between FARR WEST CITY, Utah (hereinafter “CITY”), a municipal corporation and political subdivision of the State of Utah, and FORGED FIBER 37, LLC, (hereinafter “FRANCHISEE”), a Delaware Limited Liability Company with its principal offices at 208 S. Akard St., Dallas, TX 75202.

WITNESSETH:

WHEREAS, the FRANCHISEE desires to provide telecommunications services (hereinafter “System”) within the CITY and in connection therewith to establish a telecommunications network within the present and future rights-of-way of the CITY; and

WHEREAS, the CITY has enacted Title 3 Chapter 15 of the City Code which governs the compensation and review process for telecommunication franchises in the CITY and Title 12 which governs the rights-of-way within the City and FRANCHISEE agrees to be bound by the these provisions, the terms contained in this Agreement and any other applicable sections of the CITY ordinances and state law; and

WHEREAS, the CITY, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to allow the FRANCHISEE a nonexclusive franchise to operate a telecommunications network in the CITY; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and the FRANCHISEE agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.

1.1 **Agreement.** Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and FRANCHISEE. The above recitals are hereby incorporated into this Agreement by reference.

1.2 **Ordinance.** The CITY has in ordinance Title 12 Chapter 04 “Excavations and Tunnels” which is attached to this Agreement as Exhibit “A” and incorporated herein by reference. The FRANCHISEE acknowledges that it has had an opportunity to read and become familiar with this ordinance. The parties agree that the provisions and requirements of this ordinance are material terms of this Agreement, and that each party hereby agrees to comply with the terms of this ordinance and any and all other applicable CITY ordinances and/or regulations. The definitions in the ordinance shall apply herein unless a different meaning is indicated.

1.3 **Ordinance Amendments.** The CITY reserves the right to amend the applicable ordinance at any time. The CITY shall give the FRANCHISEE notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between the FRANCHISEE's rights and obligations under the applicable ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the FRANCHISEE agrees to comply with any such amendments.

1.4 **Franchise Description.** The Agreement provided hereby shall confer upon the FRANCHISEE a nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public municipal Rights-of-Way in the City. The Agreement does not grant to the FRANCHISEE the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the FRANCHISEE from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the FRANCHISEE's System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 **Licenses.** The FRANCHISEE acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with any applicable City ordinance.

1.6 **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE 2. FRANCHISE FEE.

2.1 **Franchise Fee.** For the Franchise granted herein, the FRANCHISEE shall pay to the CITY a tax in accordance with the Municipal Telecommunication License Tax Act found Utah Code Ann. 10-1-401 to 10-1-410 and in accordance with Title 3 Chapter 15 of the City Code.

2.2 **Equal Treatment.** CITY agrees, within the guidelines of then-existing Utah law, to impose and collect from any third-party competitor of FRANCHISEE a fee similar to that stated in this Agreement or will otherwise contract in such a way so as not to provide any unfair benefit to such future competitor.

ARTICLE 3. TERM AND RENEWAL.

3.1 **Term and Renewal.** The franchise granted to FRANCHISEE shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by the FRANCHISEE and CITY upon the same terms and conditions as contained in this Agreement (plus any amendments to this Agreement and/or any other applicable law) for an additional five (5) year term. FRANCHISEE must provide to the CITY's representative designated herein written notice of the FRANCHISEE's intent to renew not less than ninety (90) calendar days before the expiration of the then existing franchise term.

3.2 **Rights Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between the FRANCHISEE and the CITY, or by revocation or forfeiture, and barring any sale by the FRANCHISEE to a third party (which requires assumption of this Agreement by such third party as well as CITY approval, which approval shall not be unreasonably withheld) the FRANCHISEE shall abandon its System within the CITY and at the CITY's request, unless some other arrangement is made with the CITY, remove from the Rights-of-Way any and all of FRANCHISEE'S System which exists above ground. In such event, it shall be the duty of the FRANCHISEE, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected. Notwithstanding anything to the contrary set forth in this Agreement, FRANCHISEE may abandon any underground system in place so long as it does not materially interfere with the use of the rights-of-way.

ARTICLE 4. POLICE POWERS.

The CITY expressly reserves, and the FRANCHISEE expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY.

5.1 **Meet to Confer.** The FRANCHISEE and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the FRANCHISEE conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, the FRANCHISEE and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

5.2 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or applicable city ordinance or law is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided, that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, “material consideration” for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement and applicable ordinance. For the FRANCHISEE, “material consideration” is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the ROW Ordinance, and the CITY’s Excavation Permit Ordinance.

ARTICLE 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

6.1 **Grounds for Termination.** The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The FRANCHISEE fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure; or,

(b) The FRANCHISEE, by act or omission, violates a material duty herein set forth in any particular within the FRANCHISEE’s control, and with respect to which **full** redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the FRANCHISEE notice of such determination, the FRANCHISEE, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such ninety (90) day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, the FRANCHISEE shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the ninety (90) day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the FRANCHISEE; or,

(c) The FRANCHISEE becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the FRANCHISEE within sixty (60) days.

6.2 **Reserved Rights.** Nothing contained herein shall be deemed to preclude the FRANCHISEE from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

6.3 **Remedies at Law.** In the event the FRANCHISEE or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or the FRANCHISEE, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement.

6.4 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and the FRANCHISEE. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 7. PARTIES' DESIGNEES.

7.1 **CITY designee and Address.** The City Recorder or his/her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the applicable ordinance, all notices from the FRANCHISEE to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at:

ATTN: Farr West City Recorder
1896 NORTH 1800 WEST
FARR WEST, UT 84404

or such other officer and address as the CITY may designate by written notice to the FRANCHISEE.

7.2 **FRANCHISEE Designee and Address.** Unless otherwise specified herein, all notices from the CITY to the FRANCHISEE pursuant to or concerning this Agreement, shall be delivered to FRANCHISEE at

Forged Fiber 37, LLC
208 S. Akard St.
Dallas, TX 75202

With a copy to: FF_Right_of_Way@att.com

or such other office as the FRANCHISEE may designate by written notice to the CITY.

7.3 **Failure of Designee.** The failure or omission of the CITY's or FRANCHISEE's representative to act shall not constitute any waiver or estoppels by the CITY or FRANCHISEE.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 **Insurance.** Prior to commencing operations in the CITY pursuant to this Agreement, the FRANCHISEE shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the FRANCHISEE is effectively self-insured if the FRANCHISEE has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the FRANCHISEE from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

8.2 **Indemnification.** The FRANCHISEE agrees to indemnify and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the FRANCHISEE's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to the FRANCHISEE of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification. Notwithstanding any provision of this Section to the contrary, the FRANCHISEE shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions or willful misconduct of the CITY.

ARTICLE 9. INSTALLATION

9.1 **Coordinated Installation.** In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, FRANCHISEE shall coordinate with the CITY and other FRANCHISEEs or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way. The CITY is under no obligation to postpone these other installations, repairs or maintenance of facilities if the FRANCHISEE is not able to meet the CITY's schedule.

9.2 **Underground Installation.** Notwithstanding the provisions of Article 1.3 and 1.4 of this Agreement, FRANCHISEE expressly agrees to install and maintain all of its facilities in accordance with applicable CITY ordinances including the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require FRANCHISEE to convert existing overhead

facilities to underground facilities until and unless other similarly situated FRANCHISEES in the same location are required to do so.

ARTICLE 10. CONSTRUCTION AND TECHNICAL REQUIREMENTS

10.1 **Acknowledgement of Franchisee Obligations under ROW Ordinance.** The Franchisee acknowledges and agrees to follow the construction and technical requirements contained in Title 12 of the Farr West City Code of Ordinances, as amended, which section requires, among other things, that Franchisee move or relocate its system at its sole expense according to the circumstances and notice provisions outlined therein.

ARTICLE 11. GENERAL PROVISIONS

11.1 **Binding Agreement.** The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

11.2 **Utah Law.** This Agreement shall be interpreted pursuant to Utah law.

11.3 **Time of Essence.** Time shall be of the essence of this Agreement.

11.4 **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11.5 **No Presumption.** All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

11.6 **Amendments.** This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

11.7 **Additional Agreements.** All parties are not precluded from entering into other legal agreements pertaining to the telecommunications systems noted within this agreement.

11.8 **Binding Agreement.** This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

IN WITNESS WHEREOF, the parties execute this Agreement.

By: _____
Farr West City

By: _____
Franchisee

Date: _____

Date: _____

Attest: _____
Farr West Recorder

EXHIBIT A

TITLE 12
STREETS, SIDEWALKS AND PUBLIC PLACES

CHAPTER 12.04
EXCAVATIONS AND TUNNELS

SECTION:

- 12.04.010: Purpose
- 12.04.020: Scope
- 12.04.030: Permit Application
- 12.04.040: Plans And Drawings
- 12.04.050: Bonding And Permit Fee
- 12.04.060: Permit Issuance
- 12.04.070: Site Inspection
- 12.04.080: Commencement Of Work
- 12.04.090: Transfer Of Work
- 12.04.100: Successors And Assigns
- 12.04.110: Liability For Damages
- 12.04.120: Time Limitations
- 12.04.130: Protection Of The Public
- 12.04.140: Removal Of Roadway Materials
- 12.04.150: Protection Of Paved Surfaces
- 12.04.160: Backfill
- 12.04.170: Restoration Of Road Surfaces
- 12.04.180: Cleanup
- 12.04.190: Inspections
- 12.04.200: Existing Utilities
- 12.04.210: Enforcement
- 12.04.220: Violation; Penalty

12.04.010: PURPOSE:

The purpose of these specifications is to provide for the proper repair and replacement of excavations across and/or along city street rights of way where necessary crossings must be made, thus promoting the safety and health of those persons using and traveling the rights of way. (Ord. 81-6 § 1)

12.04.020: SCOPE:

These specifications are intended to cover all excavation permits issued by the city of Farr West for such items as gas mains and lateral connections, sewer mains and lateral connections, water mains and lateral connections, underground power and/or communication cables, irrigation facilities and storm drain or subdrain systems. (Ord. 81-6 § 2)

12.04.030: PERMIT APPLICATION:

Any and all applications for excavation permits shall be made with the city recorder, on standard forms prepared by her. The building inspector will have authority to grant or deny the application of any person or contractor in all instances where it would not be in the best interest of Farr West City, and the highways thereof, if such excavation is made, and in all instances where the applicant has at any prior time failed and refused to comply with these specifications placed into effect by Farr West City. (Ord. 81-6 § 3)

12.04.040: PLANS AND DRAWINGS:

As a part of the permit application and prior to the issuing of the permit, adequate engineering drawings shall be submitted to the building inspector for determining the extent of work to be done. These drawings should be prepared by a competent engineer and should show the following information:

- A. Plans and profiles, where gradient lines are involved;
- B. Elevations (assumed or local sea level datum) showing depth of pipelines, and in the case of irrigation and drainage facilities, relationship of existing flow lines, etc.;
- C. Scale of drawings;
- D. Location of excavation from nearest street intersection and street numbers thereof;
- E. Title block;
- F. Applicant's name;

- G. Name of person preparing the drawings;
- H. Pipeline sizes and dimensions of structures. (Ord. 81-6 § 4)

12.04.050: BONDING AND PERMIT FEE:

A. Bond; Amount: The applicant and/or his contractor, if any, will present a bond, as prescribed in the fee schedule (see title 3, chapter 3.30 of this code), to the building inspector as a guarantee that work will be done in accordance with these specifications. Each bond will be kept in escrow for the duration of the maintenance period (1 year) as provided by this chapter, at which time it shall be returned to the proper person or persons, less any necessary claims made against the bond during this period.

B. Franchises Excepted: Any public utility operating or using any of the streets under a franchise from the city will not be required to furnish such bond, providing such franchise obligates the holder thereof to restore the streets and to hold the city harmless in the event of an injury to any person or damage to any property due to negligence of such holder in conducting excavation operations under such franchise.

C. Fee: A permit fee as prescribed in the fee schedule will be collected for each permit, and receipt for same given by the building inspector. (Ord. 2012-02: Ord. 81-6 § 5)

12.04.060: PERMIT ISSUANCE:

A. The excavation permit will be issued following the approval of the plans and drawings and the posting of the bond, if required.

B. The permit will be made in duplicate on standard form prepared by the building inspector, with the original going to the applicant, and one copy retained by the building inspector. (Ord. 81-6 § 6)

12.04.070: SITE INSPECTION:

Prior to commencement of any work, as provided in the excavation permit, a preappointed site inspection shall be made by the applicant and/or his contractor and the building inspector. (Ord. 81-6 § 7)

12.04.080: COMMENCEMENT OF WORK:

No work shall begin until the site inspection has been made and authority to proceed has been granted by a duly authorized agent of the city. The applicant and/or his contractor shall be familiar with the specifications and shall have his copy of the excavation permit available at the job site at all times during construction. (Ord. 81-6 § 8)

12.04.090: TRANSFER OF WORK:

The work described in the application and authorized by the permit will not be transferable by the originator to any others, by means of subcontractors, without prior approval of the building inspector. (Ord. 81-6 § 9)

12.04.100: SUCCESSORS AND ASSIGNS:

All covenants and agreements to these specifications, herein made a part of the excavation permit, shall be binding upon the parties thereto, their successors and assigns. (Ord. 81-6 § 10)

12.04.110: LIABILITY FOR DAMAGES:

A. City Held Harmless: Farr West City and its employees and the Farr West City council shall be free and harmless from any and all damages that may occur during the operations under any and all permits. The applicant and/or his or her contractor by signing the application, agrees to assume any and all civil liability which may arise as a result of any operations under the permit, and will assume full responsibility for any injury caused to the city or to third persons as a result of a rise or settling in that portion of the roadway which they worked on.

B. Bond Approval: No permit shall be issued to a person or contractor who is unable to furnish the proper and necessary bond to cover the cost of construction, replacement, maintenance, and liabilities which might occur as a result of the work authorized by the permit.

C. Adherence To Permit Terms: In no case will any work be performed other than that specified in the application and permit.

D. Costs Related To Pipeline Disturbances: Pipelines installed under the permit shall at all times be maintained, repaired, renewed and operated by and at the expense of the applicant in such a manner as shall most suitably protect the city street and the traffic thereon. If the applicant, upon notification by the city fails to reconstruct or make necessary repairs to the pipelines as may be considered necessary by the city, the city reserves the right to contract a third party to do the necessary repairs and/or reconstruction. The applicant will make reimbursement to the city for such repairs and/or reconstruction.

E. City Right And Responsibility: The city shall have the right to cross any pipelines at any point, if necessary, in the future construction and expansion of the city street system. The city, however, shall use due care and diligence in the protection of the pipelines in making such crossings. (Ord. 81-6 § 11)

12.04.120: TIME LIMITATIONS:

A. Completion Period: The completion time will be specified on the permit by the building inspector, and in all events shall be completed within thirty (30) days from the issuance date of the permit. Requests for extension of time, together with reasons therefor, will be submitted to the building inspector for approval.

B. Maintenance Period: The applicant will maintain and be responsible for the place of excavation for a period of two (2) years from date of completion. Should the applicant within two (2) years receive notice from the city that the place of excavation needs attention, he or she shall immediately place necessary barricades and warnings to protect the traveling public, and shall within seven (7) days' time make the necessary repairs. Failure to do so will cause the city to employ a third party contractor to make the repairs, and the building inspector will be authorized to submit a claim for payment of the repairs on the applicant's bond, unless inclement weather or unavailability of materials prevents so doing. (Ord. 81-6 § 12)

12.04.130: PROTECTION OF THE PUBLIC:

A. Signs: Information and warning signs, portable or semiportable, will be provided at the place of excavation to inform and warn the public. The name of the applicant and/or his or her contractor shall appear on the signs, together with telephone numbers, to permit sheriff's patrols, inspectors and others to call responsible individuals in cases of accidents, injuries, malfunction of lights, or similar reasons.

B. Barricades: All barricades, obstructions and soft shoulders shall be marked in a conspicuous manner.

C. Lights: Adequate warning lights will be used between sunset and sunrise.

D. Detours: Safe and proper detours will be provided and maintained during construction. If detours are necessary, notification at least twenty four (24) hours in advance will be given to the building inspector, who in turn will notify all local agencies using the city streets.

E. Flaggers: Flaggers will be provided where free flow of traffic is interfered with. On major city streets advance warning signs advising of the presence of flagmen will be posted in both directions. The flaggers will be equipped with plainly visible flags.

F. Notification Of Road Closure: Where it becomes necessary to close a road for any period of time, the applicant will notify the building inspector at least twenty four (24) hours in advance, who in turn will notify the city police, fire department, school buses, postal department, and other local agencies using the road.

G. Maintenance: The place of excavation shall be maintained at all times in such a manner as to cause the least amount of inconvenience to the public. (Ord. 81-6 § 13)

12.04.140: REMOVAL OF ROADWAY MATERIALS:

A. Work Standards And Materials: Roadway materials will consist of concrete, bituminous asphalt, or base and surface gravel. All solid materials shall be cut vertically along the lines forming the trench in such a manner as to not damage the adjoining pavement. The portion to be removed shall be broken up in a manner that will not cause damage to the pavement outside the limits of the trench; however, any pavement, damaged by operations outside the limits of the trench shall be replaced in kind.

B. Recycling Allowed: All road base and surface gravel may be set aside and reused, but in all cases must be replaced in kind. (Ord. 81-6 § 14)

12.04.150: PROTECTION OF PAVED SURFACES:

No cleated track equipment will be allowed to operate on, or across, paved surfaces unless protective padding is used. Street padded or rubber tired equipment may be used for excavating and backfilling. The applicant, and/or his or her contractor will be fully responsible for any damage to seal coats, or other wearing surfaces. (Ord. 81-6 § 15)

12.04.160: BACKFILL:

Materials for backfill will be of select nature. All broken concrete, asphalt, peat, brush, weeds, roots, wood or similar unsuitable materials obtained from excavation will not be used as backfill material. All material immediately below, around and one foot (1') above any pipeline shall be free from rocks, boulders or other foreign materials. All trenches within shoulders or traveled sections of the roadway will be thoroughly compacted in layers not over twelve inches (12") loose measure in thickness. Compaction will be obtained by mechanical tampers or similar means. Backfill materials will have the correct moisture content to ensure proper compaction. Jetting or internal vibrating methods of compacting sand fill, or similar methods of compacting sand or other granular free draining materials will be permitted. (Ord. 81-6 § 16)

12.04.170: RESTORATION OF ROAD SURFACES:

All road surfacing which is removed in the performance of the work as authorized under the permit must be restored in kind by the applicant and/or his or her contractor, unless otherwise directed, in accordance with these specifications governing the various types of surfaces involved. Restoration of concrete and asphalt surface excavations shall be completed as soon as practicable, and in the manner specified herein:

A. Concrete Surfacing: After thorough compaction of the backfill materials in the trench, a twelve inch (12") minimum compact thickness, of approved crushed gravel or rock will

be provided as a base for the concrete replacement. The gravel subbase shall be sprinkled just before placing the concrete. Joints and surfaces shall be made to match the original surfaces. The thickness of concrete shall be equal to the adjacent concrete but in no case less than six inches (6") thick. Concrete will meet specifications of a six (6) bag mix with from three percent (3%) to five percent (5%) air entrainment. The replaced concrete shall be allowed a twelve (12) hour minimum setting and airing period. During this time the newly placed concrete will be barricaded and traffic detoured around the site. If no side areas are available for detours, the above procedure may be applied to half the width of the street at a time.

B. Asphalt Surfacing: After compacting to ninety five percent (95%) of the backfill materials in the trench, a twelve inch (12") minimum compacted thickness of approved crushed gravel will be provided as a base in all excavations larger than eighteen inches (18") in width and thirty six inches (36") in depth. An additional three inches (3"), compacted thickness, of asphalt hot plant mix will be used as specified in the city standard.

C. Gravel: Trenches excavated through gravel surfaced areas (e.g., traveled roads, driveways, shoulders, etc.) shall have the gravel surface restored to the original thickness, and in no case less than twelve inches (12"). (Ord. 81-6 § 17)

12.04.180: CLEANUP:

A. At the completion of work at the place of excavation all equipment, barricades, signs and similar items will be removed from the right of way. All excess materials such as rocks, boulders, brush, trees, dirt, gravel, etc., will be removed. Adjacent borrow pits and road shoulders shall be smoothed and raked to original ground lines.

B. Any city street facility such as signs, culverts, fences, etc., disturbed or damaged during progress of the work shall be properly restored to their original condition. (Ord. 81-6 § 18)

12.04.190: INSPECTIONS:

Inspections will be made to ensure that all work done under the permit is performed in a good, workmanlike manner. Inspections will be made by the building inspector or his or her duly authorized representative.

A. Preconstruction Inspection: Prior to commencement of work, no work shall begin until the city representative has inspected the place of excavation. When application of permit is filed the applicant and/or his or her contractor will make an appointment for this inspection.

B. Periodic Inspections: The building inspector, or his or her duly authorized representative may make inspections at any time during the construction period. If the work is not progressing satisfactorily for the protection of the city and the people of the

city, or if any part of the work is found to be substandard and not in accordance with the specifications, then the inspector will notify the person or persons responsible. If corrective action is not taken, the building inspector shall be authorized to employ a third party contractor to finish the work in a good, workmanlike manner, and any and all costs and expenses for same shall be immediately paid by the applicant to Farr West City, or a claim will be made on the applicant's bond, at the building inspector's option.

C. Final Inspection: The applicant and/or his or her contractor will notify the building inspector when he or she has completed his or her work. He or she will request a final inspection of the place of excavation. Such final inspection will be made by the building inspector, or his or her duly authorized representative. (Ord. 81-6 § 19)

12.04.200: EXISTING UTILITIES:

A. General:

1. A "utility" is defined as an irrigation canal, irrigation ditch, drain ditch, pipeline, culvert, easement, franchise or right of way owned by any person, group of persons, religious orders, corporations, municipalities or towns, which crosses or parallels, over or under a city street right of way, said right of way being established by formal conveyance or as a result of long accustomed use.

2. Existing utilities shall apply to all public and privately owned utilities.

B. Crossing Over Or Under: Any changes in designed grades made necessary by having to cross over or under an existing utility will be approved by the building inspector. The applicant will assume perpetual responsibility for maintenance of outfall ditches or other problems which may be caused by irregular crossings over and/or under existing utilities.

C. Relocation:

1. Any person owning, managing or operating a utility within, under, along, over or across a city street right of way, shall hereafter have full responsibility for the repair, replacement or relocation of the utility where same is damaged, or a relocation is needed as a result of reconstruction or realignment of the city street, by the city road department.

2. Any relocation of existing facilities made necessary by work performed under an authorized excavation permit, shall be done at the sole expense of the applicant and/or his or her contractor. The owner of the utility to be relocated will be contacted by the applicant and/or his or her contractor, and approval of the owner must be obtained before any relocation work is performed.

D. Damage And Repair: Damages may be caused accidentally or of necessity. All repairs to the damages will be made by the applicant and/or his or her contractor in a good workmanlike manner, and the utility shall be restored to its original state of serviceability at no expense to the owner of the utility or to Farr West City. All repairs are subject to final

approval of the utility, and the approval shall be given before backfilling or covering of the repaired section is accomplished. (Ord. 81-6 § 20)

E. Prior to work beginning, the applicant must locate and inspect, or cause to be inspected, all sewer laterals and storm drains in the work area. The applicant must document the condition of the condition of the sewer laterals and storm drains in a manner that is acceptable to the City. The manner of proof required by the City may include video camera footage, verified photos, visual inspection, or other means of proof as determined by the City.

F. The applicant and/or his or her contractor shall provide proof to the City in a manner satisfactory to the City that no other utilities were damaged, impaired, or compromised during any activity of the applicant and/or his or her contractor or that any damage has been appropriately repaired. The manner of proof required by the City may include video camera footage, verified photos, visual inspection, or other means of proof as determined by the City. (Ord. 2023-10; Ord. 81-6 § 20)

12.04.210: ENFORCEMENT:

The offices of the Farr West building inspector, city marshal, and city attorney are each authorized, individually or collectively, to take any and all action as may be necessary to ensure and enforce compliance with these specifications. (Ord. 81-6 § 21)

12.04.220: VIOLATION; PENALTY:

Any person, firm or corporation violating any provision of this chapter shall be deemed guilty of a misdemeanor and upon conviction shall be punished as is prescribed by law. (Ord. 81-6 § 22)



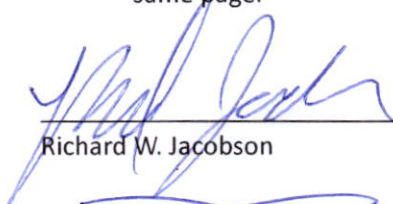
Utility Easement Contract

Project Information	Property Information	Owner/Grantor
Meadows Park Utility Project Located at 2400 W 2700 N Farr West, UT 84404 Grantee: Farr West City/The City	Parcel #: 19-151-0011 Address: 2728 North 2500 West Farr West City, Utah 84404	Richard W. Jacobson

IN CONSIDERATION of the foregoing and other consideration hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor agrees to grant and convey by Grant of Easement a perpetual easement as described in the attached document and exhibit for culinary water and sanitary sewer utility purposes for the total price of \$5,805.00.

1. The City shall pay in full to the Grantor for the real property in the Grant of Easement document referenced above.
2. Grantor shall indemnify and hold harmless Grantee from and against all claims, demands and actions, including costs, from lien holders or lessees of the property.
3. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the project.
4. Any improvements to the property that are disturbed during construction will be replaced or repaired by the contractor at no cost to the Grantor. This includes replacing the existing fence, sod, sprinklers damaged during construction, and restoring the surface as near as can be to its original condition.
5. The City agrees to remove the trees within the easement including associated roots.
6. The City agrees to install a temporary fence during construction and to remove the existing sandbox and garden area and replace with new sod.
7. Grantor understands this agreement is an option until approved by the Mayor.
8. This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantor signed on the same page.


Richard W. Jacobson

5-7-26
Date


Farr West City Mayor

5/7/24
Date



Settlement Invoice

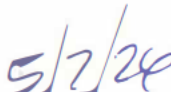
Project Information	Property Information	Owner/Grantor
Meadows Park Utility Project Located at 2400 W 2700 N Farr West, UT 84404 Grantee: Farr West City/The City	Parcel #: 19-151-0011 Address: 2728 North 2500 West Farr West City, Utah 84404	Richard W. Jacobson

Easement Acquisition Amount (1,935 sf @ \$3/sf) \$ 5,805.00
Total Amount to be Released at Closing \$ 5,805.00

For Farr West City:



Farr West City Mayor



Date

GRANT OF EASEMENT

WHEREAS, **Jacobson, Richard W**, hereinafter called the Grantor, owner and entitled to possession of real property situated in Farr West City, Weber County, Utah;

WHEREAS, **Farr West City Corporation**, hereinafter called the Grantee, is desirous of obtaining an easement over and along a portion of said property, as more particularly hereinafter described; and

WHEREAS, the said Grantor is willing to grant and convey the same to the Grantee for the consideration hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of \$ 10.00 to the Grantor paid by the Grantee, receipt of which is hereby acknowledged, said Grantor hereby conveys and grants to the Grantee, its successors, transferees and assigns, the perpetual easement hereinafter described to construct, reconstruct, operate, repair, replace and maintain a culinary waterline and sanitary sewer and appurtenances, in, over, upon, across and through those portions of Grantor's land lying in Section 26, Township 7 North, Range 2 West, Salt Lake Base and Meridian as follows:

A 15.00 FOOT WIDE UTILITY EASEMENT ACROSS THE NORTH 15.00 FEET OF LOT 39-R, FARR WEST MEADOWS SUBDIVISION PHASE 1, FARR WEST, WEBER COUNTY, UTAH BEING 15.00 FEET RIGHT OF THE FOLLOWING DESCRIBED ALIGNMENT SITUATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 39-R AND RUNNING THENCE SOUTH 89°38'16" EAST 129.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 39-R AND THE TERMINUS OF THIS EASEMENT.

Grantors shall, subject to the Grantee's rights as herein granted, have the right to fully enjoy and use the premises burdened by said easements, but Grantor, his heirs, successors, administrators, representatives or assigns, shall not erect any permanent buildings or structure upon the lands comprising the perpetual or permanent easement above described without Grantee's consent in writing first had and obtained.

Grantee by accepting this grant agrees to replace or repair, with materials of like kind and equal quality, the existing fence, sod, sprinklers damaged during construction and will restore the surface as near as can be to its original condition within the easement area. The Grantee also agrees to install a temporary fence during construction, remove the trees including all roots within the easement area, and to remove the sandbox and garden area and replace with new sod within the easement area.

WITNESS THE HANDS of Grantor this 7th day of May, 2026.

By: [Signature]
Richard W Jacobson, Grantor

STATE OF UTAH)
)ss.
COUNTY OF WEBER)

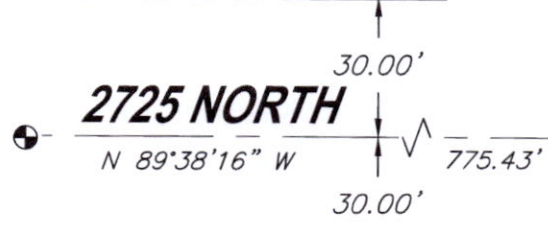
On the 7th day of May, 2026, personally appeared before me, Richard W Jacobson, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.



[Signature]
(Print Name) Lindsay Afuvai
Residing at: Farr West, UT 84404
My commission expires 08-28-2029

**FARR WEST MEADOWS
SUBDV PH 1**

E# ENTRY NO. 1721915



2725 NORTH

N 89°38'16" W

2500 WEST



SCALE: 1" = 40'

S 89°38'16" E

N 00°21'44" E

N 00°21'44" E

S 00°21'44" W

15' UTILITY
EASEMENT

S 89°38'16" E

POB

129.00'

LOT 39-R

RICHARD &
JENNIFER JACOBSON
19-151-0011

116.28'

116.28'

129.00'

N 89°38'16" W



15' WIDE UTILITY EASEMENT DESCRIPTION

A 15.00 FOOT WIDE UTILITY EASEMENT ACROSS THE NORTH 15.00 FEET OF LOT 39-R, FARR WEST MEADOWS SUBDIVISION PHASE 1, FARR WEST, WEBER COUNTY, UTAH BEING 15.00 FEET RIGHT OF THE FOLLOWING DESCRIBED ALIGNMENT SITUATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 39-R AND RUNNING THENCE SOUTH 89°38'16" EAST 129.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 39-R AND THE TERMINUS OF THIS EASEMENT.



CONSULTING ENGINEERS

6080 Fashion Point Drive South Ogden, Utah 84403
(801) 476-9767 www.jonescivil.com

FARR WEST, WEBER COUNTY, UTAH

MEADOWS PARK

RICHARD & JENNIFER JACOBSON

SHEET:

1

OF 1 SHEETS

12/3/2025

**FARR WEST CITY
RESOLUTION NO. _____**

A RESOLUTION OF THE FARR WEST CITY COUNCIL TO ALLOW FOR ADDITIONAL MUNICIPAL USES OF THE FARR WEST CITY SENIOR CITIZEN CENTER STRUCTURE

WHEREAS, the Farr West City Council previously adopted Resolution #04-02, which established rental fees for Residents and Non-Residents to use the Farr West City Senior Citizen Center (“Senior Center”); and

WHEREAS, the Farr West City Council also adopted Resolution 04-03, establishing specific policies, rules, and procedures for the public rental and use of the Senior Center; and

WHEREAS, subsequent amendments were adopted to manage the frequency and hours of such public use of the Senior Center; and

WHEREAS, the Farr West City Council has determined that the growth and administrative needs of Farr West City now require the Senior Center to be utilized in part for municipal operations and official city purposes; and

WHEREAS, the Farr West City Council deems it in the best interest of Farr West City to allow for the Senior Center to be used for certain municipal operations and functions in addition to the current senior citizen uses; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FARR WEST CITY, UTAH:

1. **Rescission of Rental Policies.** The policies, rules, and fees for the public rental of the Farr West City Senior Citizen Center established by previous resolutions and all subsequent amendments are hereby repealed in their entirety.
2. **Restriction of Use.** The Farr West City Senior Citizen Center shall no longer be available for rent by the general public.
3. **Authorized Use.** The Farr West City Senior Citizen Center shall be utilized for Farr West City municipal operations and official city purposes as determined necessary and appropriate by the Mayor in addition to purposes benefiting senior citizens.
4. **Effective Date.** This Resolution and all terms contained herein shall become effective on **July 01, 2026.**

[signature page follows]

Approved and adopted by the City Council of Farr West City this ____ day of _____, 2026.

FARR WEST CITY

David P. Bolos, Mayor

Vote of City Council

Yes No

___	___	Council Member Anderson
___	___	Council Member Williams
___	___	Council Member Shupe
___	___	Council Member Blind
___	___	Council Member Jay

ATTEST:

City Recorder