



**REDEVELOPMENT AGENCY OF FARMINGTON
NOTICE & AGENDA**

NOTICE IS HEREBY GIVEN that a meeting of the Governing Board of the Redevelopment Agency of Farmington City, Davis County, Utah, will be held at the second floor of Farmington City Hall and electronically over Zoom for the public, 160 South Main Street Farmington, Utah, on **Tuesday, May 16, 2023**. The link to listen to the meeting live can be found on the Farmington City website at www.farmington.utah.gov

The agenda shall be as follows:

- Roll Call

PUBLIC HEARING

- Conservation Easement Amendment Request for property in the vicinity of 500 N 1525 W

Motion to adjourn and reconvene the City Council meeting.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability, please contact DeAnn Carlile, City Recorder at 801-939-9206, at least 24 hours in advance of the meeting.

CERTIFICATE OF POSTING I hereby certify that the above notice and agenda were posted at Farmington City Hall, the State Public Notice website, the city website www.farmington.utah.gov, and emailed to media representatives on May 11, 2023

DeAnn Carlile
Farmington City Recorder

CITY COUNCIL AGENDA

For Council Meeting:
May 16, 2023

RDA PUBLIC HEARING: **Conservation Easement Amendment Request**

GENERAL INFORMATION:

See staff report prepared by Lyle Gibson, Assistant Community Development Director



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: (RDA) Redevelopment Agency of Farmington
From: Lyle Gibson, Assistant Community Development Director
Date: May 16, 2023
SUBJECT: **CONSERVATION EASEMENT AMENDMENT REQUEST (M-3-23)**

RECOMMENDATION

1. Hold a public hearing.
2. Move that the RDA approve the enclosed amendment to the conservation easement document, which adjusts the boundary of the conservation easement while maintaining the same overall area and clarifies the acceptability of roads for public travel.

[Note: the easement encompasses a 15.945 acres property and is located at approximately 500 North 1525 West (Davis County Tax I.D. #s 08-060-0051, 08-060-0070 and 08-060-0071).

Findings:

The amendment to the Conservation Easement attached hereto is a---

1. Minor or incidental change which is not inconsistent with the conservation values or purposes of the Conservation Easement and/or provides clarification to aid in the interpretation of the document;
2. Consistent with the overall purpose of the Conservation Easement and will not be detrimental to or compromise the protection of the stated conservation values of the Property;
3. Substantially equivalent to or enhances the conservation values of the Property;
4. Consistent with the City's goals for conservation of land under the Farmington City Conservation Subdivision Ordinance and will not undermine the City's obligation to preserve and enforce other conservation easements it has accepted;

5. “Accessory Living Quarters” is listed as a conditional use within the easement, and the Planning Commission approved this use subject to, among other things, that City Council amend the exhibit to the easement to show said use.
5. Minimum change necessary to achieve the desired and acceptable purpose;
6. Clearly warranted and in the best interest of the public and the subject Property;
7. The granting of the amendment will not set an unfavorable precedent for future amendment requests;
8. The amendment does not adversely affect the City's qualification as a holder of conservation easements or any claimed deduction for donation of the conservation easement; and
9. The amendment does not provide a private benefit for the landowner or any private party or parties no greater than found elsewhere in the community under similar circumstances.

BACKGROUND

The conservation easement in question was originally established when the West Glover Lane Park was impacted by UDOT and a replacement property was needed. As additional planning and design have taken place over recent years a minor adjustment to the conservation easement is in order to be in line with the conservation values and facilitation of the park but also to align with development and potential development in the area.s

The proposed amendment modifies the boundary area of the conservation easement without shrinking the amount of area covered by the easement. The amendment also helps clarify that roads for public travel are acceptable.

Standard of Review. Conservation easements exist in perpetuity and are intended to provide permanent protection and preservation of the encumbered property, and may be only amended under one or more of the following conditions set forth in the enclosed Conservation Easement Amendment Policy as follows:

- a. The amendment represents a minor or incidental change which is not inconsistent with the conservation values or purposes delineated in the easement.
- b. The amendment corrects an error or oversight in the original conservation easement, including, but not limited to: correction of legal descriptions; inclusion of standard language unintentionally omitted; clarification of ambiguous language; clarification of obsolete terms; or clarification to aid in interpretation of the document in the future.
- c. The amendment addresses or responds to any condemnation or threat of condemnation of a portion or all of property encumbered by a conservation easement, and preserves, to the greatest extent possible, the conservation values and intent of the original easement.

Supplementary Information

1. Letter from Property, including additional information
2. Farmington City Conservation Easement Amendment Policy.
3. Conservation Easement
4. Proposed Amendment to Conservation Easement

Respectively Submitted

A handwritten signature in blue ink, appearing to read "Lyle Gibson", with a long horizontal flourish extending to the right.

Lyle Gibson
Assistant Community Development Director

Review and Concur

A handwritten signature in blue ink, appearing to read "Chad W. Boshell", with a stylized, cursive script.

Chad Boshell
Assistant City Manager



FARMINGTON CITY

BRETT ANDERSON
MAYOR

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APPLICATION TO AMEND CONSERVATION EASEMENT

The City of Farmington, Grantor and Property Owner, seeks permission from the Farmington City Redevelopment Agency, as Grantee, to amend the Conservation Easement dated April 16, 2019, applicable to property in the vicinity of 500 North 1525 West (the “CE”).

Amendment Request

The amendment request includes:

1. Modification of the map to remove .26 acres from the Conservation Easement Area.
2. Modification of the map to add .26 acres into the Conservation Easement Area.
3. Text amendment clarifying that public roads and right-of-way improvements are generally acceptable uses within the Conservation Easement.

Statement of Grounds and Reasons for Amendments

The CE anticipated street construction in the vicinity, but in 2019 the alignment of those roads was unclear. Now that street alignments for Innovator Drive and 500 North have been established, there is a remnant that will be bisected from the anticipated park area, .26 acres in area. Due to streets shifting to the North, the City can replace those removed .26 remnant acres with .26 acres to the North of the existing Conservation Easement Area. This results in a zero-acre net change to the CE Area. A map identifying the land to be removed and added to the Conservation Easement Area is attached as Exhibit A.

Additionally, a text amendment is necessary in order to solidify the intention to permit roads and general right-of-way improvements within the Conservation Easement area. Currently, the list of permitted uses in the CE includes “(i) Roads and accommodations for required access and easements.” This permissive

language could be interpreted to limit the capacity of roads and accommodations to those necessary to serve the park alone. It is the City's position as Grantor that this was not the City's intent when the CE was created, and that the language in the CE should be amended to "Roads and accommodations for public travel."

Maps and Documents Applicable to Amendment

The map identifying the areas to be adjusted are included in Exhibit A. The proposed text amendment is included in Exhibit B.

Names and Addresses of All Property Owners of record for the subject property

Farmington City is the owner of all property subject to the CE Amendment. Its offices are located at 160 S. Main St., Farmington, UT 84025.

Qualifications for Amendment

The amendments to the map and text qualify for amendment under multiple delineated qualifications:

1. The amendment represents a minor or incidental change which is not inconsistent with the conservation values or purposes delineated in the easement.
2. The amendment corrects an error or oversight in the original conservation easement by clarifying ambiguous language and clarifying to aid in interpretation of the document in the future.

Criteria for Amendment

The amendments meet the following criteria:

1. *The amendment is consistent with the overall purposes of the conservation easement and will not be detrimental to or compromise the protection of the stated conservation values of the property.* The development of open space with amenities such as parks, commons, trails and similar uses was expressly stated in the CE. By shifting land – square foot for square foot - from the Northwest corner of the CE area to the North boundary of the park, those open space purposes are maintained.
2. *The amendment is substantially equivalent to or enhances the conservation values of the property, adds adjacent land, or achieves greater conservation of the property.* The transfer of .26 acres from the Northwest corner of the CE Area to the Northern boundary of the future park renders the amendment substantially equivalent to what currently exists. The adjustment is needed in order to accommodate developed road construction plans.

3. *The amendment is consistent with the City's goals for conservation of land under applicable City Ordinances and will not undermine the City's obligation to preserve and enforce conservation easements it has accepted.* The shift in CE Area preserves the acreage initially put into the CE, and clarifying that right-of-way improvements are permitted will ensure that the land can be used for its original intention of providing open space inside the rapidly developing business park area.
4. *The amendment is the minimum change necessary to achieve the desired and acceptable purpose.* The shift of acreage is the exact amount necessary to make the CE Area whole. The text amendment clarifies that roads and accommodations for public use of the area will advance the purpose of the CE, which was the development of an open space amenity within the business park.
5. *The amendment is clearly warranted and in the best interest of public and subject property.* The amendment allows the City to transfer land that will be separated from the park property by a road, and adds an equivalent amount of property to the CE Area. This allows massing of park property that is contiguous, rather than spread across streets.
6. *Granting of the amendment will not set an unfavorable precedent for future amendment requests.* This request asks for a square-foot for square-foot exchange of land and text amendment to clarify the intent of the original CE. These seem to be appropriate precedents to set.
7. *The amendment does not adversely affect the City's qualification as holder of conservation easements.* Going through the analysis on each step and finding that the goals of the CE are met by the amendments shore up the City's qualifications in safeguarding conservation easements. In this case, where the City was the Grantor of the CE in the first place and did not receive any tax-advantages or development density, as is the case with most other CE's held by the City, this amendment request is unlike requests that would be made for other easements.
8. *The amendment does not provide a private benefit to the landowner or any private party.* The amendment ensures that the same acreage is preserved for park development, and no private benefits are being provided by ensuring that roads and accommodations for public travel is permitted within the CE.

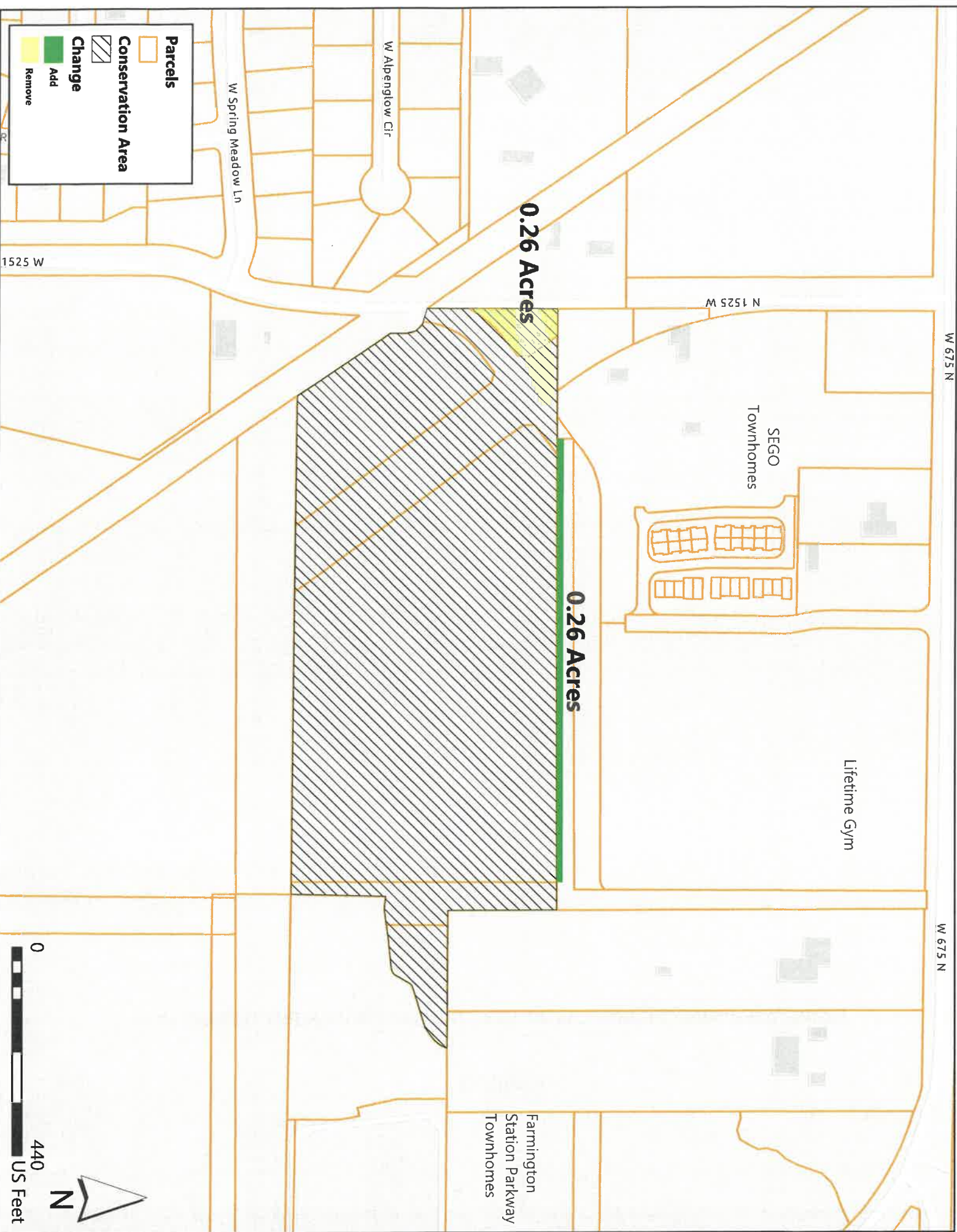
The City therefore requests that the Farmington City Redevelopment Agency, as Grantee of the CE, permit the amendment of the Conservation Easement applicable to the property in question.



Chad Boshell
Acting City Manager

EXHIBIT A

MAP IDENTIFYING AMENDMENTS TO CONSERVATION EASEMENT AREA



**UPDATED LEGAL DESCRIPTION
PENDING**

EXHIBIT B

PROPOSED AMENDMENTS TO THE TEXT OF THE CONSERVATION EASEMENT

(f) Non-motorized recreational use of the Property, such as trails, bikeways, pavilions, amphitheaters, playing fields and playgrounds, in designated areas only as delineated on Exhibit "B."

(g) Community open space uses, such as village greens, parks, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses.

(h) Parking as needed to accommodate the recreational amenity.

(i) Roads and accommodations for ~~required access and easements~~ public travel.

7. Prohibited Uses. Any activity on or use of the Property which is inconsistent with the purpose of this Easement or detrimental to the conservation values is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Any division, subdivision or de facto subdivision (through long-term leasing or otherwise) of any parcel of the Property; except for subdivision and dedication of the Property as necessary to dedicated approved trails within the Property, or to accommodate the use of the Property as a public park.

(b) Any residential, commercial or industrial activity.

(c) Any development, construction or location of any man-made modification or improvements such as buildings, structures, fences, roads, parking lots, or other improvement on the Property, except as expressly permitted in this Easement.

(d) Any dumping or storing of ashes, trash, garbage or junk on the Property.

(e) Burning of any materials on the Property, except as necessary for fire protection purposes.

(f) The use of motor vehicles, including snowmobiles, all-terrain-vehicles, motorcycles and other recreational vehicles, except as may be necessary to maintain the Property and to maintain utility lines running through the Property in accordance with the terms and conditions of such approved use and the maintenance plan for the Property.

(g) Hunting or trapping for any purpose other than predatory or problem animal control on the Property.

(h) Establishment or maintenance of any grazing or livestock feedlots on the Property, which shall be defined for purposes of this Easement as a permanently constructed confined area or facility within which the land is not grazed or cropped

**FARMINGTON CITY
CONSERVATION EASEMENT AMENDMENT POLICY**

1. Farmington City Conservation Easements.

Farmington City is a governmental entity and a tax exempt entity under Section 501(c) of the *Internal Revenue Code* qualified to acquire conservation easements under the terms of the Land Conservation Easement Act, as set forth in *Utah Code Ann. §§ 57-18-1, et seq.*, as amended. Farmington City has enacted Conservation Subdivision Ordinances, as more particularly set forth in Title 11, Chapter 12, of the Farmington City Municipal Code, providing for the development of subdivisions with incentives to preserve and provide for the conservation of open space and other sensitive and valued land within the City. Farmington City has acquired a number of conservation easements over and across various open space and conservation lands within the City and intends to acquire and provide for future conservation easements preserving and protecting open space and conservation lands within the City. Farmington City holds such conservation easements for the benefit of current and future generations and has the obligation to uphold such conservation easements in perpetuity for the purposes set forth therein.

2. Amending Conservation Easements in General.

Conservation easements are generally intended to provide for the permanent and perpetual protection and preservation of the encumbered property. By their terms, conservation easements are not generally permitted to be terminated or altered. It is very important to land conservation efforts to provide for and honor the permanence of conservation easement restrictions. If they are not treated as essentially unchangeable, landowners may be less willing to entrust the protection of their property to land trusts and/or to encumber their property with conservation easements. However, it has also been noted that it is unrealistic to expect that conservation easements must or should always preclude amendment. There are too many unknowns at the time of creation of a conservation easement, and it is often not possible to foresee and record for all time the best and sole use of property. As such, some jurisdictions have recognized that amendments to conservation easements may be necessary on occasion and under reasonable circumstances.

3. Farmington City Amendment Policy.

It is Farmington City's intent and desire to uphold the terms and conditions of conservation easements it holds and to preserve and protect the conservation values of all property so encumbered. Farmington City also recognizes the need to provide for amendments to such easements in limited circumstances as necessary. Any and all amendments to conservation easements held by Farmington City must be approached with great care and shall be approved only in limited circumstances in accordance with and subject to the amendment policies and procedures more particularly set forth herein.

4. Amendment Application.

Any person or entity that is the legal property owner of record of property encumbered by a conservation easement held by Farmington City desiring to amend the provisions of such conservation easement shall be required to file a written application for amendment with the City. All applications for amendment shall be signed by the property owner(s) of record, or his/her/its authorized agent, and filed with the Community Development Director. All applications for amendment shall include the following:

- a. A written description of the proposed conservation easement amendment, including suggested language for any text amendments;
- b. A statement of the grounds and reasons for the proposed amendments and sufficient evidence in support of the same, including discussion of the compliance of the amendment with the qualifications and criteria set forth in this Policy;
- c. All maps and/or documents applicable to the proposed amendment;
- d. The names and addresses of all property owner(s) of record for the subject property encumbered by the conservation easement; and
- e. The fee required for conservation easement amendments as set forth in the City's Consolidated Fee Schedule.

5. Application Fee and Costs.

Unless specifically waived by the City, the application fee for a conservation easement amendment application shall be as set forth in the City's Consolidated Fee Schedule. The applicant shall also pay any staff, legal, and engineering fees incurred by the City in response to an application request. A "Professional Services Deposit" in an amount as set forth in the City's Consolidated Fee Schedule shall be collected at the time of application to cover these costs. Any unused deposit will be refunded to the applicant, and applicant will be responsible for any costs incurred above the amount collected for the Professional Services Deposit. Such fees shall be paid whether the application is approved or not. In addition, the City may condition approval of the amendment upon payment to a Conservation Easement Enforcement and Monitoring Fund of an amount sufficient to offset any increased monitoring or enforcement obligations of the City.

6. Application Review and Approval.

- a. **Community Development Director Recommendation.** The Community Development Director, or his or her designee, shall review any application for amendment to a conservation easement. Such review shall include, at a minimum, a site visit to the subject property and a review of the original records of approval for the easement, including the stated conservation values of the subject easement. The Community Development Director shall prepare a written report of recommendation

regarding the proposed conservation easement amendment to the City Council for their review and consideration in accordance with the procedures set forth herein. The Community Development Director may request any further information, data or evidence deemed necessary from the applicant. Upon completion of his or her review, the Community Development Director shall forward his or her report of recommendation to the City Council.

b. Notice and Public Hearing. The City Council shall provide at least fourteen (14) days advance notice of a public hearing to be held in consideration of the proposed conservation easement amendment. Such notice shall be provided by publishing in a daily newspaper of general circulation in the City. After proper notice, the City Council shall hold a public hearing on the proposed conservation easement amendment. In addition to the public hearing, the applicant shall be provided an opportunity to address the City Council regarding the amendment and to respond to any issues or comments made regarding the proposed amendment during public comment or raised by the City Council.

c. City Council Review and Approval. The City Council shall review the application and record provided for the proposed amendment and shall consider relevant public comment regarding the same. The City Council shall further review and determine whether the proposed amendment meets the qualification and criteria set forth in this Policy. The City Council may thereafter approve or deny, in whole or in part, the application for amendment.

d. Executed Recording. Most conservation easements, by their terms, require approval of the amendment by both the Grantor and the Grantee, or their authorized successors and assigns. Any amendments to a conservation easement permitted hereunder shall be in writing, signed by the required parties of interest, and recorded in the Davis County Recorder's Office.

e. Easement Terms. In the event the terms of the subject conservation easement provide for greater noticing or procedural requirements for any amendment, such noticing and procedural requirements shall govern. The procedures and noticing provisions set forth herein are intended to be a minimum.

7. Conditions for Qualification.

Any request for amendment to a conservation easement will be reviewed by the City Council according to the procedures set forth in this Policy and will be approved only under one or more of the following conditions:

a. The amendment represents a minor or incidental change which is not inconsistent with the conservation values or purposes delineated in the easement.

b. The amendment corrects an error or oversight in the original conservation easement, including, but not limited to: correction of legal descriptions; inclusion of standard language unintentionally omitted; clarification of ambiguous language; clarification of obsolete terms; or clarification to aid in interpretation of the document in the future.

c. The amendment addresses or responds to any condemnation or threat of condemnation of a portion or all of property encumbered by a conservation easement, and preserves, to the greatest extent possible, the conservation values and intent of the original easement.

8. Mandatory Criteria.

Any request for amendment to a conservation easement will be reviewed by the City Council according to the procedures set forth in this Policy and will be approved only if all of the following criteria can be met:

a. The amendment is consistent with the overall purposes of the conservation easement and will not be detrimental to or compromise the protection of the stated conservation values of the property.

b. The amendment is substantially equivalent to or enhances the conservation values of the property, adds adjacent land, or achieves greater conservation of the property.

c. The amendment is consistent with the City's goals for conservation of land under applicable City Ordinances and will not undermine the City's obligation to preserve and enforce conservation easements it has accepted.

d. The amendment is the minimum change necessary to achieve the desired and acceptable purpose.

e. The amendment is clearly warranted and in the best interest of public and subject property.

f. Granting of the amendment will not set an unfavorable precedent for future amendment requests.

g. The amendment does not adversely affect the City's qualification as holder of conservation easements.

h. The amendment does not provide a private benefit to the landowner or any private party.

E 3166350 B 7285 P 519-535
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/17/2019 11:10 AM
FEE \$0.00 Pgs: 17
DEP RTT REC'D FOR FARMINGTON CITY
CORP

WHEN RECORDED, MAIL TO:

FARMINGTON CITY
Attn: City Manager
160 South Main
Farmington, Utah 84025

RETURNED
JUN 17 2019

08-060-0034pt

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 16 day of April, 2019, by Farmington City Corporation whose mailing address is 160 South Main street Farmington, Utah 84025, (hereinafter "Grantor"), in favor of **FARMINGTON CITY REDEVELOPEMNT AGENCY**, a Municipal Tax Increment Financing Jurisdiction whose mailing address is 160 South Main Street, Farmington, Utah, 84025, (hereinafter "Grantee").

RECITALS:

WHEREAS, Grantor is the sole owner in fee simple title of certain real property located in Farmington City, Davis County, State of Utah, which property is more particularly described herein at Section 2, hereinafter referred to as the "Property," and

WHEREAS, the Property possesses unique and sensitive natural, scenic, open space, stream and drainage detention basin, wetlands, wildlife habitat, and/or recreational park amenities and values (collectively referred to as "conservation values") of great importance to the Grantor, the Grantee, Farmington City, Utah, and the public; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of the use of the Property in such a way which does not significantly impair or interfere with those values; and

WHEREAS, Grantor intends to preserve and protect the conservation values of the Property in perpetuity through this Easement and dedication of the same to Grantee; and

NOW, THEREFORE, in consideration of the above and the covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Utah, particularly *Utah Code Ann. § 57-18-1, et seq.*, as amended, with the intention of making an irrevocable easement in perpetuity, Grantor hereby agrees and conveys as follows.

1. Conveyance. Grantor hereby grants and warrants to Grantee, a perpetual conservation easement as hereinafter defined (the "Easement") over and across all the Property to preserve and protect the natural, ecological, water, wildlife habitat, open space, scenic, aesthetic, and wetland values present on the Property, to have and to hold unto Grantee, its successors and assigns forever.

WHEN RECORDED, MAIL TO:

FARMINGTON CITY
Attn: City Manager
160 South Main
Farmington, Utah 84025

08-060-0034pt

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WHEREAS, the Property possesses unique and sensitive natural, scenic, open space, stream and drainage detention basin, wetlands, wildlife habitat, and/or recreational park amenities and values (collectively referred to as "conservation values") of great importance to the Grantor, the Grantee, Farmington City, Utah, and the public; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of the use of the Property in such a way which does not significantly impair or interfere with those values; and

WHEREAS, Grantor intends to preserve and protect the conservation values of the Property in perpetuity through this Easement and dedication of the same to Grantee; and

NOW, THEREFORE, in consideration of the above and the covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Utah, particularly *Utah Code Ann. § 57-18-1, et seq.*, as amended, with the intention of making an irrevocable easement in perpetuity, Grantor hereby agrees and conveys as follows.

1. Conveyance. Grantor hereby grants and warrants to Grantee, a perpetual conservation easement as hereinafter defined (the "Easement") over and across all the Property to preserve and protect the natural, ecological, water, wildlife habitat, open space, scenic, aesthetic, and wetland values present on the Property, to have and to hold unto Grantee, its successors and assigns forever.

2. Property. The Property subject to this Easement consists of approximately 15 acres located at 500 North 1525 West, Farmington, Utah, and more particularly described in Exhibit "A," attached hereto and incorporated herein by reference.

3. Current Use and Condition of Property. The Property presently consists of sensitive, natural, scenic, open space, stream and drainage detention, wetlands, and pastureland reflecting natural vegetation of the area.

4. Purpose. Grantor is the fee simple title owner of the Property and is committed to preserving the conservation values of the Property. The purpose of this Easement to assure that the Property will be retained forever in its natural, scenic, wetland and/or open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Any use of the Property which may impair or interfere with the conservation values is prohibited. Grantor agrees to confine use of the Property to activities consistent with the purposes of this Easement and preservation of the conservation values of the Property.

5. Duration. The duration of the Easement shall be perpetual.

6. Permitted and Conditional Uses. Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property are specifically permitted:

(a) Conservation of open land in its natural state.

(b) Agricultural and horticultural uses, including raising crops or Class "B" livestock excluding associated buildings or residences and commercial livestock operations involving swine, poultry and mink. Livestock grazing is permitted and shall require proper management of livestock and good range stewardship techniques to be implemented to protect and preserve the conservation values of the Property.

(c) Pastureland for sheep, cows and horses.

(d) Regional storm water detention basin for the general benefit of the public.

(e) Underground utility easements for drainage, public rights-of-way, sewer or water lines, or other public purposes, in locations as approved by the City of Farmington, subject to restoration of the Property to its natural condition within a reasonable time frame not to exceed ninety (90) days, unless otherwise agreed to in writing by the Grantee, which restoration shall be conducted to the satisfaction of the Grantee to protect and preserve the conservation values of the Property.

(f) Non-motorized recreational use of the Property, such as trails, bikeways, pavilions, amphitheaters, playing fields and playgrounds, in designated areas only as delineated on Exhibit "B."

(g) Community open space uses, such as village greens, parks, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses.

(h) Parking as needed to accommodate the recreational amenity.

(i) Roads and accommodations for required access and easements.

7. Prohibited Uses. Any activity on or use of the Property which is inconsistent with the purpose of this Easement or detrimental to the conservation values is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Any division, subdivision or de facto subdivision (through long-term leasing or otherwise) of any parcel of the Property; except for subdivision and dedication of the Property as necessary to dedicated approved trails within the Property, or to accommodate the use of the Property as a public park.

(b) Any residential, commercial or industrial activity.

(c) Any development, construction or location of any man-made modification or improvements such as buildings, structures, fences, roads, parking lots, or other improvement on the Property, except as expressly permitted in this Easement.

(d) Any dumping or storing of ashes, trash, garbage or junk on the Property.

(e) Burning of any materials on the Property, except as necessary for fire protection purposes.

(f) The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles, except as may be necessary to maintain the Property and to maintain utility lines running through the Property in accordance with the terms and conditions of such approved use and the maintenance plan for the Property.

(g) Hunting or trapping for any purpose other than predatory or problem animal control on the Property.

(h) Establishment or maintenance of any grazing or livestock feedlots on the Property, which shall be defined for purposes of this Easement as a permanently constructed confined area or facility within which the land is not grazed or cropped

annually, for purposes of engaging in the business of the reception and feeding of livestock for hire.

- (i) Any agricultural use of the Property not expressly permitted herein.
- (j) Advertising of any kind or nature on the Property and any billboards or signs; provided a directory and information sign may be displayed describing the Conservation Easement and prohibited or authorized use of the same.
- (k) All other uses and practices inconsistent with and significantly detrimental to the stated objectives and purpose of the Easement.

8. Rights of the Grantee. Grantor confers the following rights upon Grantee to perpetually enforce the preservation of the conservation values of the Property and to accomplish the purpose of this Easement.

- (a) Grantee has the right to preserve and protect the conservation values of the Property.
- (b) Grantee has the right to enter upon the Property at reasonable times to monitor or to enforce compliance with this Easement and to inspect and enforce the rights herein granted; provided that such entry shall not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property.
- (c) Grantee has the right to enjoin and prevent any activity on or use of the Property that is inconsistent with the terms or purposes of this Easement and to preserve and protect the conservation values of the Property.
- (d) Grantee has the right to require restoration of the areas or features of the Property which are damaged by activity inconsistent with this Easement.
- (e) Grantee has the right to place signs on the Property which identify the Property as being protected by this Easement.
- (f) Grantee has the right to engage in activities that restore or enhance the biological and ecological integrity of the Property, provide recreation amenities, and detain storm water. Possible activities include planting native vegetation and use of controlled fire to reduce the presence of undesirable vegetation.

9. Duties of the Grantor. Grantor retains ownership rights of the underlying fee simple title to the Property which are not expressly restricted by this Easement. In accordance with rights reserved in Grantor by this Easement, Grantor shall be subject to all terms, conditions and restrictions of this Easement and shall have the affirmative duty to refrain from conducting or causing to be conducted any action inconsistent with the purpose and provisions of this Easement. The following duties and responsibilities, among others, shall be performed by Grantor with respect to the Property:

(a) Protect, preserve and enhance the aesthetic, open space, storm water drainage detention, pasturelands, wetlands and/or wildlife habitat values of the Property;

(b) Construct and maintain appropriate fire prevention and control measures including, but not limited to fire break paths along the boundaries of the Property.

10. Enforcement of Easement.

(a) Notice and Demand. If Grantee determines that Grantor or its successors are in violation of this Easement, or that a violation is threatened, the Grantee may provide written notice to the Grantor or its successors of such violation and request corrective action to cure the violation or to restore the Property. In the event Grantee determines that the violation constitutes immediate and irreparable harm, such notice shall not be required.

(b) Failure to Act. If, for a 28-day period after the date of the written notice from Grantee to Grantor, or its successors, the Grantor or its successors continues violating the Easement, or if the Grantor or its successors does not abate the violation and implement corrective measures requested by the Grantee, the Grantee may bring an action in law or in equity to enforce the terms of the Easement. The Grantee is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Property. If the court determines that the Grantor has failed to comply with this Easement, the Grantor agrees to reimburse Grantee for all reasonable costs and attorneys fees incurred by the Grantee compelling such compliance.

(c) Absence of Grantor. If the Grantee determines that the Easement is, or is expected to be, violated, the Grantee shall make good-faith efforts to notify the Grantor. If, through reasonable efforts, the Grantor cannot be notified, and if the Grantee determines that circumstances justify prompt action to mitigate or prevent impairment of the conservation values, then the Grantee may pursue its lawful remedies without prior notice and without waiting for Grantor's opportunity to cure. Grantor agrees to reimburse Grantee for all costs incurred by Grantee in pursuing such remedies.

(d) Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened events of non-compliance under this Easement constitute immediate and irreparable harm. The Grantee is entitled to invoke the equitable jurisdiction of the court to enforce this Easement.

(e) Any violation of the Easement shall be subject to termination through injunctive proceedings with the imposition of temporary restraining orders or through any other legal means, it being recognized that monetary damages and/or other non-injunctive relief would not adequately remedy the violation of the covenants and restrictions of the easement. In addition, subject to the provisions set forth herein, the Grantee shall have the right to enforce the restoration of the portions of the Property affected by activities in

violation of the Easement to the condition which existed at the time of the signing of this instrument.

(f) The remedies set forth herein are cumulative. Any, or all, of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Easement.

(g) A delay in enforcement shall not be construed as a waiver of the Grantee's right to enforce the terms of this Easement.

11. Permitted Construction and Maintenance Activities. This Easement is subject to the rights of Farmington City or any other agency or utility holding appropriate easements to enter upon the Property for the construction, installation, operation and maintenance of subsurface utilities as permitted herein. After exercise of rights retained herein, the permitted entity or utility company in interest, shall take reasonable actions to restore the Property to its natural condition prior to the conduct of any of the foregoing activities.

12. Maintenance. The Property shall be maintained by Grantor, in accordance with the Maintenance Plan set forth as Exhibit "C," attached hereto and incorporated herein by this reference. Grantor shall be solely responsible for the upkeep and maintenance of the Property. Grantor hereby agrees to maintain the conservation values and landscaping within the area covered by the storm drain easement held by the Grantee. Grantee hereby agrees to maintain the storm drain facilities and trail subject to the provisions set forth in the respective easements therefor.

13. Indemnification. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents and contractors, and the successors and assigns of each of them, collectively referred to as the "Indemnified Parties," from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee. Grantor shall keep the Property insured with comprehensive general liability insurance against claims for personal injury, death and property damage and shall name Grantee as an additional insured party on all such insurance policies, providing Grantee evidence of such insurance upon request.

15. Transfer of Grantee's Interest. If circumstances arise such that the Grantee is no longer is able to enforce its rights under this instrument it may, subject to the approval of the Grantor, assign enforcement rights to a qualified organization under Section 501(c)(3) and/or 170(h)(3) of the Internal Revenue Code, to be approved by the Grantor, such approval not to be unreasonably withheld, The Grantee shall be entitled to convey in whole or in part all of its rights under this instrument and deliver a copy of this instrument to an organization designated by the Grantee and described in or contemplated by Section 501(c)(3) and/or 170(h)(3) of the Code, or the comparable provision in any subsequent revision of the Code to ensure that the Easement is enforced. Furthermore, the Grantee is hereby expressly prohibited from subsequently transferring the Easement, whether or not for consideration, unless (a) the Grantee, as a condition of the subsequent transfer, requires that the conservation purposes which the Easement is intended to advance continue to be carried out; and (b) the transferee is an organization

qualifying at the time of the transfer as an eligible done under Section 501(c)(3) and/or 170(h)(3) of the Code and regulations promulgated thereunder.

16. Termination of the Easement. This Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Easement's purpose or by exercise of eminent domain in accordance with the provisions set forth herein. The fact that the Grantee may have title to the Property and therefore may become an Owner for purposes of this Easement shall not cause a termination of this Easement by operation of the doctrine of merger or otherwise. The Grantee shall not voluntarily or willingly allow the termination of any of the restrictions of this instrument, and if any or all of the restrictions of the Easement are nevertheless terminated by a judicial or other governmental proceeding, any and all compensation received by the Grantee as a result of the termination shall be used by the Grantee in a manner consistent with the conservation purposes of the Easement.

(a) If subsequent circumstances render the purposes of this Easement impossible to fulfill, then this Easement may be partially or entirely terminated only by judicial proceedings. Grantee will be entitled to compensation in accordance with applicable laws and judicial determination.

(b) If the Property is taken, in whole or in part, by power of eminent domain, then the Grantee will be entitled to compensation in accordance with applicable laws.

17. Transfer of Grantor's Interest. The Grantor, or its successors (hereinafter Owners) shall incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. The failure of the Grantor or Owners to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way. Upon conveyance of title to the Property, the Grantor or Owners, as applicable, shall be released from their obligations under this Easement.

18. Notices. Any notice, demand, request, consent, approval, or communication shall be in writing and served personally or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the following:

To Grantee: Farmington RDA
Attn: Managing Director
160 South Main Street
Farmington, Utah 84025-0160

To Grantor: Farmington City
Attn: City Manager
160 South Main Street
Farmington, Utah 84025-0160

or to such other address as the Grantee or Grantor shall from time to time shall designate by written notice.

19. Title Warranty. Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except those set forth in Exhibit "D," attached hereto and incorporated herein by this reference, and hereby promises to defend the same against all claims that may be made against it.

20. Subsequent Encumbrances. The grant of any easement or use restriction that might diminish or impair the conservation values of the Property is prohibited.

21. Recordation. The Grantee shall record this instrument in timely fashion in the official records of Davis County, Utah and may re-record it at any time as may be required to preserve its rights in this Easement.

22. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Utah.

23. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Easement to effect the purpose of this Easement and the policy and purpose of *Utah Code Ann.* § 57-18-1 et seq., as amended, and related provisions. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

24. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

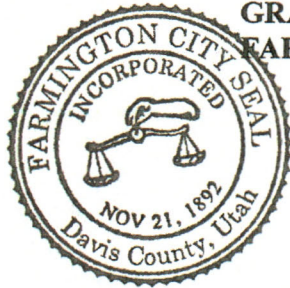
25. Joint Obligation. Subject to the provisions set forth herein, the obligations imposed by this Easement upon any Owners shall be joint and several.

26. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Grantee, the Grantor, subsequent Owners of the Property, and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

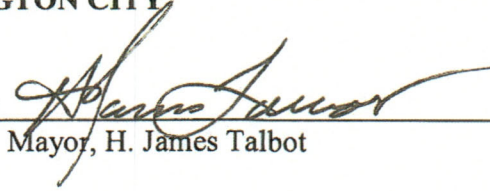
27. Entire Agreement. This Easement, together with all exhibits, sets forth the entire agreement of the parties and supersedes all prior discussions and understandings.

28. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

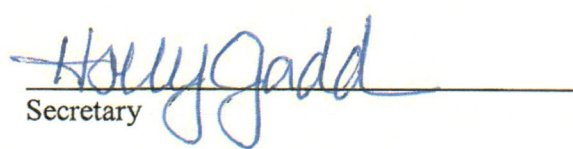
IN WITNESS WHEREOF Grantor has executed this instrument on the day and year first above written.



GRANTOR:
FARMINGTON CITY

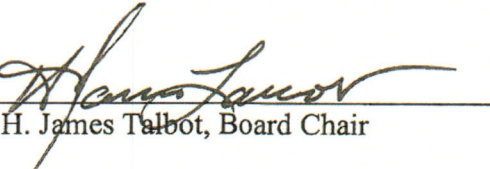
By: 
Mayor, H. James Talbot

ATTEST:

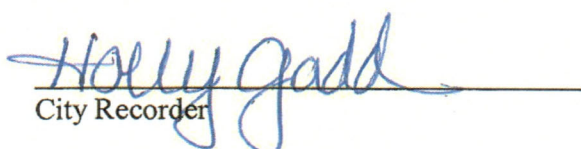

Secretary



GRANTEE:
FARMINGTON REDEVELOPMENT AGENCY

By: 
H. James Talbot, Board Chair

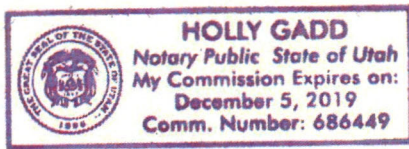
ATTEST:


City Recorder

FARMINGTON RDA ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 21 day of May, 2019, personally appeared before me H. James Tabor, who being by me duly sworn, did say that he is the Board Chair of **FARMINGTON CITY RDA**, a tax increment financing jurisdiction, and that said instrument was signed in behalf of the RDA by authority of its governing body and said Board Chair acknowledged to me that the RDA executed the same.



Holly Gadd
NOTARY PUBLIC

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 16 day of April, 2019, personally appeared before me, H. James Tabor, who being by me duly sworn, did say that (s)he is the Mayor of **FARMINGTON CITY**, a municipal corporation, and that the foregoing instrument was signed on behalf of the City by authority of its Mayor and duly acknowledgment to me that the City executed the same.

Holly Gadd
NOTARY PUBLIC

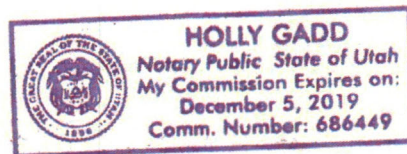


EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA

Exhibit "A" Legal Description of Easement Area-

PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A REBAR AND CAP MARKED "BASELINE LS 316833" LOCATED AT THE SOUTHWEST CORNER OF PARCEL A OF PARK LANE COMMONS - PHASE 3 SAID POINT BEING SOUTH 89°45'48" WEST 1404.80 FEET ALONG THE SOUTH LINE OF SAID SECTION 14 AND NORTH 00°14'12" WEST 115.75 FEET FROM THE SOUTHEAST QUARTER CORNER OF SAID SECTION 14 THENCE AS FOLLOWS: NORTH 00°55'27" EAST 197.93 FEET ALONG THE WEST LINE OF SAID PARCEL A THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL A THE FOLLOWING NINE (9) COURSES: (1) SOUTH 82°41'40" EAST 19.10 FEET (2) EASTERLY 16.44 FEET ALONG THE ARC OF A 58.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°06'06", THE CHORD OF WHICH BEARS NORTH 89°15'17" EAST 16.39 FEET; (3) EASTERLY 118.15 FEET ALONG THE ARC OF A 2149.21 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 3°08'59", THE CHORD OF WHICH BEARS NORTH 82°46'44" EAST 118.14 FEET; (4) NORTHEASTERLY 24.08 FEET ALONG THE ARC OF A 20.86 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 66°08'24", THE CHORD OF WHICH BEARS NORTH 51°17'01" EAST 22.77 FEET; (5) NORTH 30°17'30" EAST 27.03 FEET; (6) NORTHEASTERLY 12.11 FEET ALONG THE ARC OF A 17.18 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 40°23'14", THE CHORD OF WHICH BEARS NORTH 50°29'07" EAST 11.86 FEET; (7) NORTH 72°42'05" EAST 89.87 FEET; (8) NORTH 53°20'37" EAST 26.14 FEET; (9) NORTHEASTERLY 39.92 FEET ALONG THE ARC OF A 62.46 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 36°37'21", THE CHORD OF WHICH BEARS NORTH 35°01'57" EAST 39.25 FEET TO A LINE ON THE BOUNDARY OF RECORD OF SURVEY #5238 FILED AT THE DAVIS COUNTY SURVEYORS OFFICE; THENCE ALONG SAID BOUNDARY LINES OR EXTENSIONS OF BOUNDARY LINES THE FOLLOWING FIVE (5) COURSES: (1) NORTH 89°46'42" WEST 298.57 FEET; (2) NORTH 00°00'18" EAST 225.73 FEET; (3) SOUTH 89°40'15" WEST 1267.48 FEET; (4) SOUTH 00°19'58" EAST 278.94 FEET; (5) SOUTH 34°42'03" EAST 322.73 FEET TO A REBAR AND CAP MARKED "H&A ENGR PLS 166386"; THENCE SOUTH 89°42'10" EAST 1055.09 FEET TO THE POINT OF BEGINNING.

✓ A PORTION OF PARCEL NUMBER 08-060-0034

EXHIBIT "B"

USE MAP OF EASEMENT

EXHIBIT "B" MAP OF USES

CENTER OF
SECTION 14, T3N
R1W S18&M
BRASS CAP

BURKE LANE

RIGHT OF WAY
PARCEL (APPROX.
1.488 ACRES)

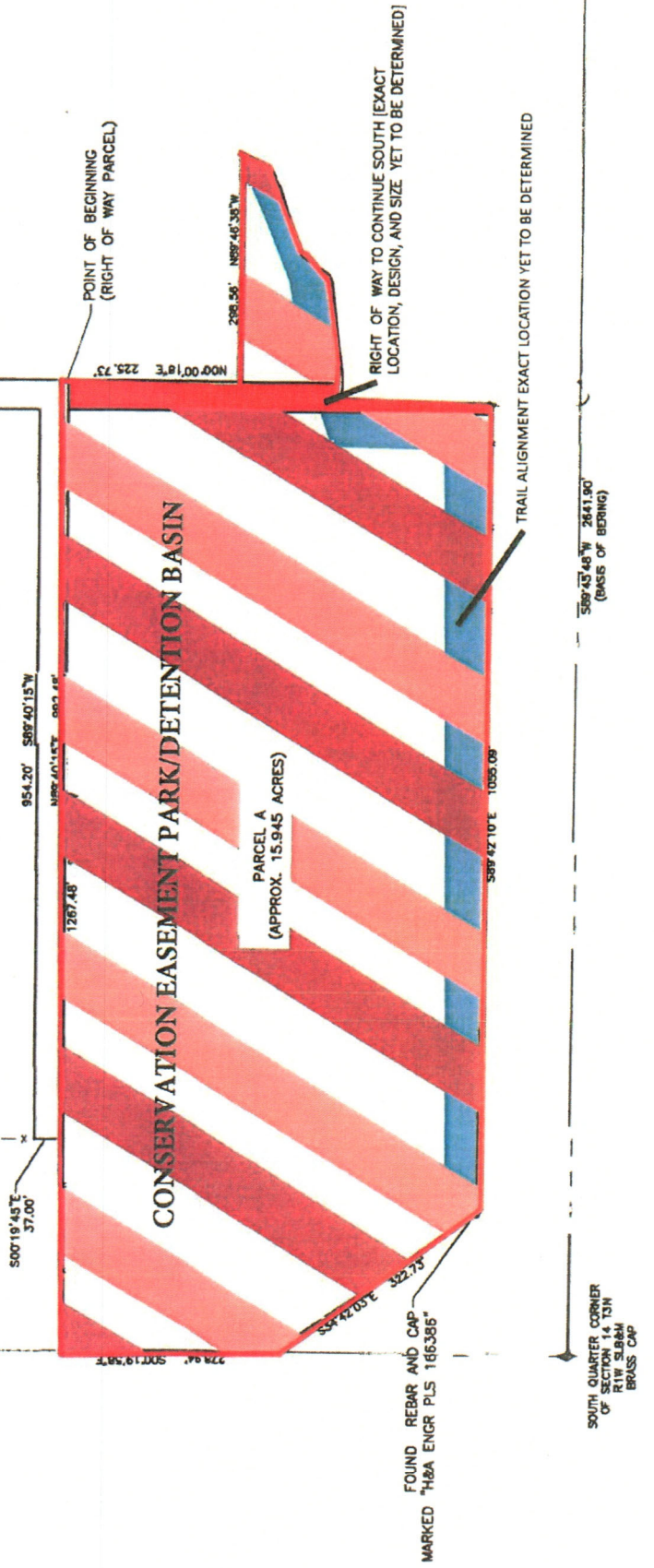


EXHIBIT "C"
MAINTENANCE PLAN

Exhibit "C"

MAINTENANCE PLAN
Burk Park
Conservation Easement

SECTION 1 -PURPOSE

The purpose of this Maintenance Plan is to supplement Burke Park Conservation Easement in order to fix maintenance responsibility and provide additional maintenance guidelines, where necessary. The Maintenance Plan is intended to provide guidelines and fix responsibility for the Conservation Land.

SECTION 2 -PROPERTY

The Conservation Land subject to this Maintenance Plan is out lined in Exhibit B of the conservation easement.

SECTION 4 -OWNERSHIP OF CONSERVATION LAND

The respective ownership of the "Maintenance Areas" shall be as follows:

Ownership of the land along with maintenance responsibility is that of the City while the easement is owned by the RDA.

SECTION 5 - MAINTENANCE GUIDELIN'ES AND RESPONSIBILITIES

Park Open Space: Landscaping and irrigation systems shall be installed and maintained by the property owner (the City). Neighborhood Open Space may consist of flowers, trees, grass, shrubs, ground cover or natural vegetation. All Park Open Space shall have automatic irrigation systems installed, where applicable. These spaces shall be maintained, groomed and manicured by the property owner on a regular schedule sufficient to keep them in an attractive and clean condition.

Trails: These areas shall be developed in accordance with the trail master plan and shall be maintained by the property owner in, accordance with Farmington City ordinance.

Parking Areas: These areas will be paved and maintained by the proprty owner - kept attractive, clean, and installed according city standards. All such areas shall be kept in a neat and clean condition, free of debris and trash.

Public Rights of way: The owner of the property shall install drivable surfaces that may be used by the public, complete with side treatments in accordance with the small area master plan installed in accordance with City standards.

Strom Drain Detention: said storm drain detention basin should be built so as to house regional detention for as many neighboring properties as possible for controlling the water run off displacement caused by impermeable surfaces.

SECTION 7 - MODIFICATION

Any changes to this Maintenance Plan must be approved by the City. The City may enter the premises and take corrective action, including extended maintenance.

Exhibit "D" List of Encumbrances:

1. An easement over, across or through the Land for right of ingress and egress and incidental purposes, as granted to Wasatch Gas Co., a Utah corporation by Instrument recorded July 17, 1929 as Entry No. 46167 in Book I of Liens at Page 224 of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of a blanket or incomplete legal description.

2. A right of way as disclosed by Warranty Deed recorded October 15, 2003 as Entry No. 1922757 in Book 3396 at Page 819 of Official Records.
3. Easement Deed by Court Order in settlement of Landowner Action recorded October 09, 2013 as Entry No. 2771018 in Book 5870 at Page 233 of Official Records.
4. Easement Deed by Court Order in settlement of Landowner Action recorded October 28, 2013 as Entry No. 2774056 in Book 5883 at Page 926 of Official Records.
5. Easements and rights of way associated with a railroad running over and across or adjacent to the subject property.
6. Any land use yet to be clearly defined in Exhibit B of this Conservation Easement {including but not limited to: trails, parking lots, storm drain detention, park related structures, and public rights-of-way}.

Exhibit "A"

080570064

A PARCEL OF LAND LOC IN THE NW 1/4 OF SEC 14-T3N-R1W, SLB&M, DESC AS FOLLOWS:
BEG AT A PT S 00°03'58" E 757.69 FT COINCIDENT WITH THE SEC LINE N 89°46'49" W 105.44 FT & S 00°13'11" W 62.00 FT & S 89°46'49" E 70.00 FT & S 00°13'11" W 27.50 FT & S 34°42'24" E 164.24 FT & S 34°42'24" E 365.86 FT & N 55°17'36" E 16.14 FT & S 37°57'24" E 95.55 FT & S 89°46'49" E 16.40 FT & S 34°42'24" E 151.32 FT TO A S'LY LINE OF PPTY CONV IN SPECIAL WARRANTY DEED RECORDED 12/02/2019 AS E# 3207555 BK 7399 PG 451 FR THE NW COR OF SD SEC 14; TH COINCIDENT WITH THE W LINE OF TRACT 3A OF THE SURVEY PERFORMED BY CORNERSTONE & FILED AT THE DAVIS COUNTY SURVEYOR'S OFFICE WITH A FILE # OF 003288-D THE FOLLOWING COURSE: S 34°42'24" E 525.97 FT TO A PT OF NON-TANGENCY OF A 1430.00 FT RAD CURVE TO THE LEFT; TH NE'LY 721.11 FT ALG SD CURVE (LC BEARS N 55°51'55" E 721.09 FT); TH N 41°33'09" E 694.59 FT TO A PT OF NON-TANGENCY OF A 673.28 FT RAD CURVE TO THE RIGHT, OF WH THE RAD PT BEARS S 45°41'48" E; TH NE'LY 71.76 FT ALG SD CURVE THROUGH A CENTRAL ANGLE OF 06°06'24" TO THE SW'LY R/W LINE OF THE UP RR; TH COINCIDENT WITH SD LINE N 50°36'12" W 171.61 FT TO THE S'LY LINE OF THE RELOCATED SHEPARD LANE R/W AS REFERENCED IN SD TRACT 3A OF THE CORNERSTONE SURVEY; TH COINCIDENT WITH SD S'LY LINE THE FOLLOWING 4 COURSES: (1) S 62°34'40" W 133.36 FT TO A PT OF NON-TANGENCY OF A 632.96 FT RAD CURVE TO THE RIGHT OF WH THE RAD PT BEARS N 27°25'20" W, (2) W'LY 563.43 FT ALG SD CURVE THROUGH A CENTRAL ANGLE OF 51°00'07", (3) N 71°30'01" W 113.83 FT, (4) N 47°12'05" W 21.87 FT TO THE S'LY LINE OF PPTY CONV IN SPECIAL WARRANTY DEED RECORDED 07/05/2019 AS E# 3170783 BK 7298 PG 605; TH ALG SD PPTY & ALG THE CENTERLINE OF HAIGHT CREEK THE FOLLOWING 19 COURSES: S 67°29'15" W 17.46 FT & N 86°26'50" W 33.86 FT & S 66°24'01" W 11.62 FT & N 69°12'18" W 24.15 FT & S 48°22'15" W 33.00 FT & S 05°04'29" E 19.33 FT & S 14°12'08" W 27.78 FT & S 72°31'42" W 21.42 FT & S 10°12'39" W 26.24 FT & S 52°47'16" W 83.69 FT & S 14°52'38" W 49.64 FT & S 45°36'21" E 34.24 FT & S 06°38'53" E 15.75 FT & S 62°59'38" E 18.56 FT & S 35°59'26" E 50.64 FT & S 07°25'01" W 19.77 FT & S 46°23'21" W 189.60 FT & S 00°19'02" W 46.41 FT & S 48°13'23" W 92.99 FT TO THE E LINE OF SD SPECIAL WARRANTY DEED RECORDED AS E# 3207555; TH ALG SD S'LY LINE OF SD SPECIAL WARRANTY DEED & THE CENTERLINE OF HAIGHT CREEK THE FOLLOWING TWO COURSES: S 48°13'23" W 68.60 FT & S 74°25'08" W 82.41 FT TO THE POB. CONT. 17.04 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

080570046

A PARCEL OF LAND LOC IN THE NW 1/4 OF SEC 14-T3N-R1W, SLM, DESC AS FOLLOWS:
BEG AT A PT S 89°49'51" W 897.80 FT COINCIDENT WITH THE S LINE OF THE NW 1/4 OF SEC 14 & N 00°10'09" W 1147.79 FT FR THE CENTER 1/4 COR OF SEC 14-T3N-R1W, SLM, & TH N 29°58'50" W 316.29 FT; TH N 41°33'09" E 313.04 FT TO A PT OF NON-TANGENCY OF A 673.28 FT RAD CURVE TO THE RIGHT, OF WH THE RAD PT BEARS S 45°41'48" E; TH NE'LY 71.76 FT ALG SD CURVE THROUGH A CENTRAL ANGLE OF 06°06'24" TO THE SW'LY R/W LINE OF THE UP RR; TH COINCIDENT WITH SD LINE S 50°36'13" E 293.56 FT TO A PT OF NON-TANGENCY OF A 225.03 FT RAD CURVE TO THE LEFT, OF WH THE RAD PT BEARS S 44°15'25" E; TH SW'LY 16.49 FT ALG SD CURVE THROUGH A CENTRAL ANGLE OF 04°11'55"; TH S 41°33'09" W 479.15 FT TO THE POB. CONT. 3.02 ACRES (CORRECTIONS MADE FOR TAXING PURPOSES.)

080570053

A PARCEL OF LAND LOC IN THE W 1/2 OF SEC 14-T3N-R1W, SLB&M, DESC AS FOLLOWS:
BEG AT A PT ON THE W R/W LINE OF THE 1525 WEST STR & THE S LINE OF THE
ABANDONED OSL RR R/W, SD PT IS S 89°49'51" W 112.21 FT COINCIDENT WITH THE S LINE
OF THE NW 1/4 OF SEC 14 & N 00°41'10" E 512.82 FT COINCIDENT WITH SD W R/W LINE FR
THE CENTER 1/4 COR OF SEC 14-T3N-R1W, SLB&M; & TH COINCIDENT WITH THE
ABANDONED OSL RR R/W S 70°34'11" E 60.82 FT TO THE POB FOR THE BNDRY LINE AGMT
IN BK 2435 PG 640; TH N 00°13'11" E 28.55 FT; TH N 06°35'33" W 120.70 FT; TH N 00°05'55" E
520.46 FT TO A PT 50.00 FT PERP'LY DISTANT S'LY FR THE CENTER LINE OF THE UPRR; TH
COINCIDENT WITH SD LINE THE FOLLOWING 3 COURSES: (1) TH N 50°36'19" W 161.86 FT,
(2) S 39°24'28" W 49.99 FT, & (3) N 50°36'13" W 457.57 FT TO A PT OF NON-TANGENCY OF A
225.03 FT RAD CURVE TO THE LEFT, OF WH THE RAD PT BEARS S 44°15'25" E; TH SW'LY
16.49 FT ALG SD CURVE THROUGH A CENTRAL ANGLE OF 04°11'55"; TH S 41°33'09" W
655.95 FT TO A PT OF TANGENCY OF A 1630.00 FT RAD CURVE TO THE RIGHT; TH SW'LY
1028.12 FT ALG SD CURVE THROUGH A CENTRAL ANGLE OF 36°08'21"; TH COINCIDENT
WITH THE E LINE OF THE D&RGW RR PPTY S 34°42'24" E 796.68 FT TO THE W LINE OF THE
PPTY PREVIOUSLY KNOWN AS THE HESS PPTY NOW OWNED BY WOODSIDE HOMES; TH
COINCIDENT WITH SD PPTY W & N'LY LINES THE FOLLOWING 3 COURSES: (1) N 00°13'11" E
663.34 FT, (2) N 89°53'15" E 1268.31 FT, (3) S 70°14'11" E 63.76 FT TO SD W R/W LINE OF THE
1525 WEST STR; TH COINCIDENT WITH SD LINE N 00°41'10" E 21.63 FT TO THE POB. CONT.
24.46 ACRES

080580020

BEG ON N'LY LINE OF OLD OSL RR R/W AT PT 7.35 CHAINS N & 100.62 FT N FR SW COR OF
NE 1/4 SEC 14-T3N-R1W, SLM; TH SE'LY ALG SD R/W 21.00 CHAINS, M/L, TO S'LY BNDRY
LINE OF UPRR R/W; TH N 50°33' W ALG SD R/W LINE 1690.92 FT, M/L, TO BNDRY LINE AGMT
2435-640; TH ALG SD AGMT 3 COURSES AS FOLLOWS: S 0°05'55" W ALG AN EXIST FENCE
LINE 520.46 FT, CONTINUING ALG SD FENCE S 6°35'33" E 120.70 FT & S 0°13'11" W 28.54 FT
TO SD N'LY LINE OF OLD RR R/W; TH SE'LY ALG SD R/W 50.95 FT TO POB. ALSO 2 RODS
R/W ALG W SIDE OF ABOVE. ALSO THAT PART OF R/W HERETOFORE OCCUPIED BY OSL
RR CO IN & ACROSS THE SW 1/4 OF NE 1/4 OF SEC 14. CONT. 11.86 ACRES

080570015

BEG 1.66 CHAINS W OF CENTER SEC 14-T3N-R1W, SLB&M; TH N 7.47 CHAINS, M/L, TO S'LY
LINE OF OLD ABANDONED OSL RR R/W; TH W 20.12 CHAINS, M/L, TO W LINE GRANTORS
LAND; TH S 621.88 FT, M/L, TO NE'LY LINE OF D&RGW RR R/W; TH S 34°40' E 363.0 FT, M/L,
TO PT 6.59 CHAINS S OF N LINE OF SW 1/4 SEC 14; TH E 1115.0 FT, M/L, TO W LINE OF A
ROAD; TH N 434.94 FT, M/L, TO BEG. CONT. 27.35 ACRES

080580016

BEG AT A PT WH IS S 89°50'04" W 43.56 FT ALG THE SEC LINE & S 0°20'03" E 143.95 FT FR
THE CENTER OF SEC 14-T3N-R1W, SLM; & RUN TH S 89°40'36" E 1,579.89 FT TO A PT ON
THE SW'LY BNDRY OF THE UPRR R/W & AN EXIST FENCE LINE; TH NW'LY 334.71 FT ALG SD
FENCE LINE ON THE RR R/W BNDRY & THE ARC OF A 19,537.31 FT RAD CURVE TO THE
LEFT THRU A CENTRAL ANGLE OF 0°58'53" (RAD PT BEARS S 40°20'49" W FR THE BEG OF
THE CURVE); TH S 0°20'03" E 121.50 FT ALG THE E'LY LINE OF LOT 4, BLK 34 BIG CREEK
PLAT, FARMINGTON TS SURVEY TO A PT ON THE SW'LY BNDRY OF THE OLD OREGON
SHORES RR R/W & AN EXIST FENCE LINE; TH NW'LY 1,436.44 FT ALG SD FENCE LINE ON

THE RR R/W BNDRY & THE ARC OF A 7,810.73 FT RAD CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 10°32'13" (RAD PT BEARS S 27°33'07" W FR THE BEG OF THE CURVE); TH S 0°20'03" E 628.01 FT TO THE POB. CONT. 12.290 ACRES

080600026

BEG AT A PT WH IS S 89°50'04" W 43.56 FT ALG THE SEC LINE & S 0°20'03" E 448.73 FT FR THE CENTER OF SEC 14-T3N-R1W, SLM; & RUN TH S 89°40'36" E 1,876.76 FT ALG THE EXT S BNDRY OF LOT 4, BLK 34, BC PLAT, FARMINGTON TS SURVEY; TH N 50°53'05" W 271.56 FT; TH N 39°06'56" E 35.44 FT TO A PT ON THE SW'LY BNDRY OF THE UP RR R/W & AN EXIST FENCE LINE; TH NW'LY 153.74 FT ALG SD FENCE LINE ON THE RR R/W BNDRY & THE ARC OF A 19,537.31 FT RAD CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 1°22'13" (RAD PT BEARS S 41°43'02" W FR THE BEG OF THE CURVE); TH N 89°40'36" W 1,579.89 FT; TH S 0°20'03" E 304.78 FT TO THE POB. CONT. 12.057 ACRES.

080600003

BEG NE COR OF LOT 3, BLK 34, BC PLAT, FARMINGTON TS SURVEY, SEC 14-T3N-R1W, SLM, W 77.1 RODS, S 42 RODS, E 77.1 RODS, N 42 RODS TO BEG. LESS STR CONT. 20.26 ACRES



FARMINGTON CITY

H. JAMES TALBOT
MAYOR
BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Brigham Mellor, Economic Development Director
Date: April 16, 2018
SUBJECT: **Burke Park Conservation Easement**

RECOMMENDATION

Approve execution of the conservation easement required per our agreement with UDOT for the mitigation of 1100 West Glover park for the WDC.

BACKGROUND

UDOT is condemning our park on 1100 west for the construction of West Davis Corridor, one of the terms if that condemnation agreement was to place a conservation easement on the property, we were acquiring with the funds used for mitigation. This needs to be completed before the last \$1.61 Million in park improvement funds are to be released from the State account to the City account.

Respectfully Submitted

Brigham Mellor
Economic Development Director

Concur

Shane Pace
City Manager

WHEN RECORDED, MAIL TO:

Farmington City
Attn: City Manager
160 South Main
P.O. Box 160
Farmington, Utah 84025

Parcel Numbers: 08-060-0070, 08-060-0072

**AMENDMENT TO
CONSERVATION EASEMENT**

THIS AMENDMENT TO THE CONSERVATION EASEMENT (the "Amendment") is made and entered into as of the _____ day of May, 2023, by and between **FARMINGTON CITY REDEVELOPMENT AGENCY**, a Municipal Tax Increment Financing Jurisdiction, hereinafter referred to as the "City," and the **OWNER** of Parcels 08-060-0070 and 08-060-0072, hereinafter referred to as "Owner."

RECITALS:

A. The City, a Utah limited liability company, as the original grantor, entered into that certain Conservation Easement dated April 16, 2019, and recorded at the Davis County Recorder's Office on June 17, 2019, as Entry No. 3166350, Book No. 7825, Pages 519-535 ("Conservation Easement"), preserving and protecting open space to replace the 1100 West Glover park impacted by the West Davis Corridor project; and

B. The underlying property subject to the Conservation Easement is identified on as described in Exhibit A to the Conservation Easement and incorporated herein by this reference ("Property"); and

C. The Owner desires to amend the Conservation Easement Area as identified in the Conservation Easement by including a Map Identifying Amendments to Conservation Easement Area included with this Amendment in Exhibit A; and

D. The Owner desires to amend the list of Permitted and Conditional Uses found of Section 6 of the Conservation Easement as included in Exhibit B of this Amendment; and

E. The City has reviewed the proposed amendment to the Conservation Easement in accordance with the City's Conservation Easement Amendment Policy ("Amendment Policy") and has held a public hearing, including required notice of the same, in accordance with the Amendment Policy; and

F. The City has determined, in accordance with the Amendment Policy that the amendment is legally permissible, consistent with the purposes and intent of the Conservation Easement, and is warranted under the circumstances as more particularly set forth herein, and the City is willing to amend the Conservation Easement subject to and in accordance with the terms and conditions of this Second Amendment.

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 City and Owner agree as follows:

1. **Purpose.** The stated purpose of the Conservation Easement is to assure that the Property will be retained forever in its natural, scenic, wetland and/or open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Among other permitted and conditional uses of the Property, the following uses may be allowed on the Property as permitted uses in accordance with applicable City ordinances: Roads and accommodations for public travel as delineated on Exhibit “B”.

2. **Amendment Policy and Procedures.** In compliance with the Amendment Policy, it is the City's intent and desire to uphold the terms and conditions of conservation easements it holds and to preserve and protect the conservation values of all property so encumbered. The City also recognizes the need to provide for amendments to such easements in limited circumstances as necessary. Pursuant to the terms and conditions of the Amendment Policy, the City Council held a public hearing on the proposed amendment providing the applicant, the public and any interested party the opportunity to comment on the proposed amendment. The City provided fourteen (14) days advance notice of such hearing by posting notice on the State of Utah’s public meeting notice website and the Farmington City website.

3. **Findings.** The amendment to the Conservation Easement provided for herein updates the boundaries of the Conservation Easement Area and clarifies that Roads and accommodations for public travel are permitted. Pursuant to provisions and requirements of the Amendment Policy, the City Council hereby finds that such amendment to the Conservation Easement is minor or an incidental change which is not inconsistent with the conservation values or purposes of the Conservation Easement and/or provides clarification to aid in the interpretation of the document. The City Council further finds that the amendment is consistent with the overall purpose of the Conservation Easement and will not be detrimental to or compromise the protection of the stated conservation values of the Property; the amendment is substantially equivalent to or enhance the conservation values of the Property; the amendment is consistent with the City's goals for conservation of land under the Farmington City Conservation Subdivision Ordinance and will not undermine the City's obligation to preserve and enforce other conservation easements it has accepted; the amendment is the minimum change necessary to achieve the desired and acceptable purpose; the amendments is clearly warranted and in the best interest of the public and the subject Property; the granting of the amendment will not set an unfavorable precedent for future amendment requests; the amendment does not adversely affect the City's qualification as a holder of conservation easements or any claimed deduction for

donation of the conservation easement; and the amendment does not provide a private benefit for the landowner or any private party or parties no greater than found elsewhere on property similarly situated in the community.

4. **Amendment to Permitted Uses.** Section 6 of the Conservation Easement is hereby amended to include the changes identified in Exhibit B attached hereto and by this reference made a part hereof.

5. **Amendment to Legal Description of Easement Area (Exhibit A) and Use Map of Easement (Exhibit B).** Exhibit A and Exhibit B of the Conservation Easement are hereby amended and shall be replaced by the legal description and map respectively as found in Exhibit A of this Amendment.

6. **Full Force and Effect.** The terms of this Second Amendment are hereby incorporated as part of the Conservation Easement. All other terms and conditions of the Conservation Easement not modified by this Second Amendment shall remain the same and are hereby ratified and affirmed. To the extent the terms of this Second Amendment modify or conflict with any provisions of the Conservation Easement, the Second Amendment to Conservation Easement, the terms of this Second Amendment shall control.

7. **Binding Effect.** This Second Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective officers, employees, representatives, successors and assigns.

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

“CITY”

FARMINGTON CITY REDEVELOPMENT AGENCY

ATTEST:

DeAnn Carlile, City Recorder

By:_____
Mayor Brett Anderson – RDA Chair

“OWNER”

By: _____
Brett Anderson, Mayor

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2023, personally appeared before me **BRETT ANDERSON**, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY and Chair of the Farmington City RDA**, a municipal tax increment financing jurisdiction 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 Brett Anderson acknowledged to me that the City executed the same.

Notary Public

OWNER ACKNOWLEDGMENT

STATE OF _____)
 :ss.
COUNTY OF _____)

On the ____ day of _____, 2023, personally appeared before me **BRETT ANDERSON**, 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 Brett Anderson acknowledged to me that the City executed the same.

Notary Public