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08-053-0013,0070,0079
08-060-0004
08-060-0039,0041
08-058-0007,0001

**DEVELOPMENT AGREEMENT FOR
PARK LANE COMMONS
Amended and Restated**

THIS AGREEMENT (the "Agreement") is made and entered into as of the 20th day of TIME, 2010, by and between FARMINGTON CITY, a Utah municipal corporation, hereinafter referred to as the "City," and THE HAWS COMPANIES, a Utah Corporation, hereinafter referred to as the "Developer."

RECITALS:

A. Developer controls approximately 33 acres of land located within the City known as "Park Lane Commons", which property is more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property"). Developer desires to develop the Property under the TMU zone, to be known as Park Lane Commons. Park Lane Commons (or the Property) may be constructed in phases consisting of one or more buildings per phase.

B. The City rezoned the Property from A to TMU on February 2nd, 2010, and the Property is now subject to all City ordinances and regulations including the provisions of the TMU zone and the associated Regulating Plan.

C. Thereafter, on February 2nd, 2010, the City approved a project master plan (the "PMP") for the Property in accordance with Chapter 18 of the City's Zoning Ordinance. The approved PMP is attached hereto as **Exhibit "B"**, and incorporated herein by reference. The PMP contains modifications to the Farmington TOD Regulating Plan (the "Modified Regulating Plan") pursuant to Sections 11-18-104(3) and 11-18-108(b)(1) of the City's Zoning Ordinance. The PMP shows the general layout of future streets, but is not intended to enable future development of the property without further land use approvals, as it is contemplated that future development on the majority of the site will require the presentation and consideration of additional Project Master Plans.

D. Developer desires to sell a portion of the Property to Park Lane Village Partners, LLC ("PLVP"). The City has approved an application by PLVP for a separate project master plan (PLVP - PMP" or "Project") illustrated and attached hereto as **Exhibit "D"**. Developer shall be responsible for the construction of the off site improvements required for the PLVP-PMP.

E. The Property is subject to all City ordinances, rules and regulations including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").

F. Persons and entities hereafter developing the Property or any portions of the Property thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Agreement.

E 2558078 B 5124 P 1373-1399
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/06/2010 02:16 PM
FEE \$0.00 Pgs: 27
DEP RT REC'D FOR FARMINGTON CITY C
ORP

G. The City also recognizes that the development of Park Lane Commons, and any future phase thereof may result in tangible benefits to the City through the stimulation of development in the area of the Modified Regulating Plan, including a possible increase of the City's tax base and the development of amenities that may enhance further economic development efforts in the vicinity of the Property, and is therefore willing to enter into this Agreement, subject to the terms and conditions set forth herein.

AGREEMENT

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 Developer hereby agree as follows:

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Subdivision of the Property.** The PMP does not constitute a subdivision of the Property or any portion thereof. However, a "Schematic Plat Map", attached as **Exhibit "C"**, has been approved and forms the basis for the anticipated subdivision of the Property. Any subdivisions of the Property hereafter shall comply with the City's Laws. Where required by the City's Ordinances, specific final subdivision plats for each portion of the Property which are developed by the Developer or any subsequent developer shall be submitted for approval by the City in accordance with the City's development standards, the PMP, the Modified Regulating Plan, and the City's Laws. All portions of the Property receiving final subdivision approval must be developed in strict accordance with the approved final plat for that portion of the Property. No amendments or modifications to the approved final subdivision plats for any portion of the Property shall be made by the Developer or any subsequent developers without the reasonable written consent of the City. Notwithstanding the provisions contained in this Agreement, nothing contained herein shall be construed as granting final plat approval to the Developer or any subsequent developers for any portion of the Property.

3. **Development of the Property.** The Property, or Phases thereof, shall be developed by Developer and/or Developer's successors and assigns in accordance with the following provisions:

- a. **Compliance with City Laws and Development Standards.** The Property and all portions thereof shall be developed in accordance with the City's Laws, the PMP, (which includes modifications to the Regulating Plan), and this Agreement. This Agreement and the approved PMP together constitute all that is required for PMP approval.
- b. **Expanding PMP Property.** Developer, with the reasonable approval of the City, may add any land which it controls and is located contiguously to the Property to this Agreement. Any land so added shall be subject to the terms and conditions of this Agreement and Exhibit A shall be amended to include the added property.



c. Streets and Related Improvements.

i. Developer will construct and/or improve and dedicate to the City the streets shown on the final subdivision plats and/or site plans for the Property. Construction and/or improvement of the streets shall include all curb, gutter, paving, sidewalks, park strips and related utilities as shown on the approved improvement drawings. The City shall allow access in any existing City Right of Way necessary for the construction of the streets, utilities and related improvements, as shown on approved site plans or other land use approvals. All construction and improvement shall be in accordance with City-approved design and construction standards and requirements. In the event Developer constructs System Improvements within the meaning of the Utah Impact Fees Act, Developer shall have the right to receive impact fee credits at the time such impact fees are due or to the extent said impact fees are insufficient to fully reimburse Developer, such amounts shall be reimbursed through a reimbursement agreement for the land and improvements as specifically set forth in a development or reimbursement agreement for each phase of the Property.

ii. Developer will fully construct and/or fully improve the streets and trail shown on the final site plan or subdivision plats for the PLVP-PMP and shall dedicate to the City all such streets or segments of streets shown as public right-of way. Construction and/or improvements of the streets shall include all curb, gutter, paving, sidewalks, park strips and related utilities as shown on the approved street cross section drawings **attached hereto as Exhibit "E"**. All construction and improvement shall be in accordance with City-approved design and construction standards and requirements. The streets and trail drawings have been approved as part of the PLVL-PMP approval process.

iii. Grand Avenue, between Station Parkway and Broadway, as shown on the PLVP PMP, is identified as a minor collector on the Modified Regulating Plan and the City's Master Transportation Plan. Developer shall construct Grand Avenue as shown on the approved street cross section drawings.

iv. In accordance with the City's Ordinances, Developer shall post a bond reasonably acceptable to the City prior to commencement of construction on the Property or any phase thereof.

v. Contemporaneously with the recordation of the first final plat and/or dedication plat for the Project, the City and Developer shall enter into a reimbursement agreement in a form substantially similar to that attached hereto as **Exhibit "F"** whereby the City shall give credits or reimburse the Developer for the System Improvement components as defined in the Utah Impact Fees Act, of Grand Avenue, including land, but excluding the cost of curb, gutter and sidewalk and park strip improvements which shall be the responsibility of Developer.

vi. The City shall provide reimbursement and/or grant credits against Traffic Impact Fees due or as they may be paid to the City, as reimbursement to the Developer from prior City Agreements. Said reimbursements and/or credits



shall be issued at the time the fees are paid or are due to the City. In the event the City provides a credit, the City shall issue a Credit Waiver Letter to the Developer at the time the impact fees are due, which letter may be relied upon by third parties as satisfaction up to the amount credited for such fees that may be owing. It is the intent of the parties that in the event the Developer elects to pay, or cause to be paid through a third party, fees that are to be reimbursed as provided for in agreements with the City, the City shall immediately and forthwith reimburse Developer in the same amount as the traffic impact fee credit which would have been granted had the Developer elected to receive credits.

vii. The City agrees that the future signal lights and all the required infrastructure for their operation at the intersection of Park Lane and Station Parkway and then at Station Parkway and Grand Avenue are in the transportation capital facilities budget of the City. At the time these intersections warrant the installation of said signals, the City will construct them in a timely manner.

d. Pedestrian and Bicycle Access; and Trails.

i. It is understood that the Developer will be dedicating to the City the property for the right of way for the trail from the Park Lane bridge to Burke Lane (the "Trail").

ii. The Developer shall construct and/or install a trail (the "Trail") along the entire length of the northeasterly boundary of the Project and/Property as shown on the PMP connecting the UDOT property with Burke Lane, ("Segment 1"). The trail will also connect with the termination or end point of the Legacy Parkway trail near the commuter rail stop via a proposed access way under Park Lane on property owned by UDOT ("Segment 2"). Segment 2 is located solely on UDOT or UTA property. The Trail shall be constructed in accordance with the cross section and construction standards as illustrated in **Exhibit "E"** attached hereto and by this reference made a part hereof. Upon completion and acceptance of the trail, the City shall assume the perpetual obligation for maintenance of the hard surface portion of the Trail. Developer or its assigns shall maintain all landscaping adjacent to the hard surface portion of the Trail in perpetuity, and in a clean ~~and weed-free~~ condition. Prior to Developer constructing the Trail, the City shall be responsible for obtaining access from UDOT for the construction of and perpetual maintenance and operation of a public trail over Segment 2. Developer shall convey the property for Segment 1 of the Trail to the City by plat dedication. Developer shall convey the property for the Trail prior to or concurrently with the recordation of the final plat of the first phase of the Project. The Developer must post a bond reasonably acceptable to the City for both Segments of the Trail prior to commencement of construction. Developer shall prepare design drawings for the trail and shall submit such drawings to the City for approval, such approval not to be unreasonably withheld.

Developer shall then construct the trail improvements, all as generally shown on Exhibit "E". To the extent there are substantial changes in the design, Developer shall obtain the reasonable approval from the City.

iii. The City shall provide reimbursement and/or grant credits against impact fees at the time they are due in the amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000) (the "Trail Budget") for all costs and expenses related to the Trail, which amount does not include any value for the land which is being dedicated to the City by the Developer without payment. To the extent that those costs incurred by Developer in constructing the Trail improvements are less than the Trail Budget, then upon completion Developer shall remit the difference to the City. To the extent said improvements are in addition to the Trail Budget, Developer shall bear the costs of those additions. In the event the Developer elects to receive a credit against the impact fees due and owing, at the time such fees are due and owing the City shall issue a credit Waiver Letter to the Developer, which letter may be relied upon by third parties as satisfaction up to the amount credited for such fees that be may be owing. It is the intent of the parties that in the event the Developer elects to pay, or cause to be paid through a third party, fees that are to be reimbursed as provided for in agreements with the City, the City shall immediately and forthwith reimburse Developer in the same amount as any Parks, Trails and Recreation impact fee credit which would have been granted had the Developer elected to re receive credits

e. Building Permits. The Central Davis Sewer District (CDSD) Master Plan(s) shows a proposed sewer lift station to serve the Property, as illustrated in Exhibit B. Developer shall make arrangements with and shall comply with the reasonable requirements of the Central Davis Sewer District to provide public sanitary sewer service to the Project and all phases thereof. The City agrees to cooperate with the Developer and CDSD to coordinate necessary aspects of sewer service. The City will extend a culinary water line to the Proeject to provide access to a culinary water source by July 1, 2010. Developer shall construct the improvements required under the PLVP PMP approval located within the Property. Developer shall construct those water lines within the Property to allow fully-operational fire hydrants, after which the City will allow the issuance of building permits. The City will allow grading, utilities, footings and foundation permits to issue within the Project prior to completion of all infrastructure improvements. City shall not issue any certificates of occupancy or allow occupancy of any structures within the Project until a culinary water line acceptable to the City is fully constructed, looped as per paragraph f below, and fully operational and until all sewer improvements are completed and hard surface streets providing access to the building seeking occupancy are completed. The City hereby grants a waiver in accordance with the provisions of Section 12-2-045 of the Farmington City Code, and will allow building permits to be issued within



the Project conditioned on Developer's obligation to provide continuous access to units or sites throughout the Project by a street or streets reasonably acceptable to the City with a reasonably acceptably maintained all weather, sufficiently compacted road base to provide access for emergency vehicles. The Parties agree that access off of Station Parkway, which the City is obligated to construct, will suffice in providing access to the Property and Project as required for construction of the Developer improvements. Developer hereby agrees to perform all work necessary to ensure that the streets will remain fully accessible at all times. The Developer agrees at the earliest time weather reasonably permits to install; at Developer's sole expense, permanent hard surface material on all streets in the subdivision in accordance with the City's specifications and this Agreement.

f. Utilities and Infrastructure.

i. Developer shall install or cause to be installed natural gas, underground electrical service, sanitary sewer, culinary and pressure irrigation water supply systems, and storm drainage facilities as reasonably required by the City for the Project up to the boundary lines of the Project and the required off-site improvements to serve the Project. Such installations shall be done according to the reasonable and customary design and construction standards of the utility providers and the City Engineer. Prior to commencement of construction and in the event any segment of the looped culinary water line is not located in a dedicated public right-of-way, Developer shall be responsible to obtain and convey an easement or easements to the City on property that Developer owns. The City shall be responsible to obtain approval to construct within the UDOT rights of way and to construct the water line in a looped manner by November 1, 2010. Said culinary water line easements shall be acceptable to the City in a manner and form reasonably agreeable between the parties. Notwithstanding the forgoing, if the culinary water line is located on UDOT property that is not a dedicated public right-of-way, another type of arrangement granting approval to accommodate the water line by the respective property owner in lieu of an easement may be considered and accepted by the City.

ii. All off-site improvements will be constructed and installed in a timely manner in order to coincide with development of the various phases of the Project. Developer shall make arrangements with and shall comply with all of the reasonable requirements of the Weber Basin Water Conservancy District ("Weber Basin") to provide secondary water service to each lot within the Project. Where appropriate, Developer shall construct secondary water lines and facilities for the Project in a manner reasonably acceptable to Weber Basin in order to ensure delivery of secondary water to properties located within the Project.

iii. Except as otherwise provided for in other agreements with the City, all public improvements for the Project shall be constructed and installed at the Developer's sole expense in accordance with the City's construction standards and the City's Laws.

4. **Alternative Approval Process.** Developer and/or Developer's successors and assigns may apply to develop any phase of Park Lane Commons greater than 3 acres in size in accordance with an alternative approval process as set forth in section of 11-18-114 of the City's zoning ordinance, and the City may approve any such application pursuant to said section.

5. **Payment of Fees.** The Developer shall cause to be paid to the City all required fees in a timely manner. Fees shall be paid in those amounts which are applicable at the time the fees are paid. Payment of all such fees shall be pursuant to and consistent with standard City procedures and requirements.

6. **City Obligations.** Subject to Developer complying with all of the City's Laws and the provisions of this Agreement, the City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City, and passage of warranty periods, and to provide standard municipal services to the Project including, but not limited to, police and fire protection subject to the payment of all fees and charges charged or levied therefor by the City.

7. **Vesting of Rights.** Developer shall have the right to have development and construction applications processed on a segmented permit basis, allowing for footings and foundation and grading permits prior to full completion of all public improvements in accordance with this Agreement and future development agreements for each phase of development.

8. **Indemnification and Insurance.** Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a reasonably satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than Two Million Dollars (\$2,000,000) and naming the City as an additional insured.

9. **Right of Access.** Representatives of the City shall have the reasonable right of access to the Project and any portions thereof during the period of construction to inspect or observe the Project and any work thereon.

10. **Assignment.** The Developer shall not assign this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment:

11. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or

if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Developer: The Haws Companies
 Attn: Richard A Haws or Scott W Harwood
 1200 West Red Barn Lane
 Farmington, Utah 84025

To the City: Farmington City
 Attn: City Manager
 130 North Main Street
 Farmington, Utah 84025-0160

12. **Default.** In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default, the non-defaulting party may, at its election, have the following remedies:

- a. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.
- b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.
- c. The right to draw upon any security posted or provided in connection with the Project.
- d. The right to terminate this Agreement.
- e. The rights and remedies set forth herein shall be cumulative.

13. **Attorneys Fees.** In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorneys fee.

14. **Entire Agreement.** This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Property, including any related conditions.

15. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

16. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent, or employee of the City shall be personally liable to the Developer, or any

successor-in-interest or assignee of the Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

17. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

18. **No Third-Party Rights.** The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

19. **Recordation.** This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.

20. **Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.

21. **Termination.** Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the Project is not completed within five (5) years from the date of this Agreement or in the event the Developer does not comply with the City's Laws and the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and/or to not approve any additional phases for the Project. Such termination may be effected by the City by giving written notice of intent to terminate to the Developer set forth herein. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. In the event Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

22. **Severability.** If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

23. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

24. **Exhibits.** This Agreement contains the following exhibits, which by this reference are incorporated herein and made a part thereof:

- | | |
|-----------|--|
| Exhibit A | Legal Description of Property – 33 acres |
| Exhibit B | PMP |
| Exhibit C | Schematic Plat Map |
| Exhibit D | PLVP-PMP |
| Exhibit E | Trail Drawing |

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

"CITY"

FARMINGTON CITY

ATTEST:

Margy L. Lopez
City Recorder

By: Scott C. Speltz
Mayor



"DEVELOPER"

THE HAWS COMPANIES

By: [Signature]

Its: PRESIDENT

CITY ACKNOWLEDGMENT

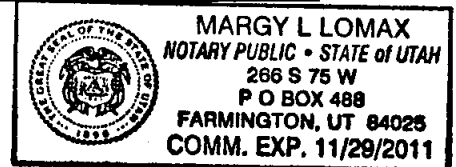
STATE OF UTAH)
)
:ss.
COUNTY OF DAVIS)

On the 21st day of June, 2010, personally appeared before me Scott C. Harbertson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott C. Harbertson acknowledged to me that the City executed the same.

Margy L Lomax
Notary Public

My Commission Expires:
11/29/2011

Residing at:
Davis Co. Utah



DEVELOPER ACKNOWLEDGMENT

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

On the 7 day of July, 2010, personally appeared before me RICHARD A. HAWS who being by me duly sworn did say that (s)he is the President of **THE HAWS COMPANIES**, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.

Scott Harwood
Notary Public

My Commission Expires:
10/12/11

Residing at:

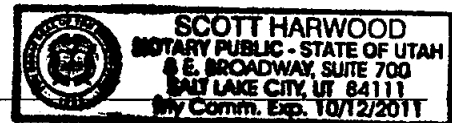


Exhibit A
[Legal Description of the Property]

Exhibit B
[PMP Approved by the City]

Exhibit C
[Schematic Plat Map]

EXHIBIT A

LEGAL DESCRIPTION

COMMENCING FROM A POINT NORTH 07°02'21" WEST 143.63 FEET ALONG THE SECTION LINE, THENCE S 89°41'17" E FOR A DISTANCE OF 143.63 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE S 39° 08' 13" W FOR A DISTANCE OF 413.56 FEET TO A POINT ON A LINE,

THENCE N 55° 40' 42" W FOR A DISTANCE OF 365.60 FEET TO A POINT ON A LINE.

THENCE S 89° 46' 36" W FOR A DISTANCE OF 46.66 FEET TO A POINT ON A LINE.

THENCE N 48° 13' 43" W FOR A DISTANCE OF 588.48 FEET TO THE BEGINNING OF A CURVE.

Said curve turning to the right through 40° 21' 57.23", having a radius of 730.00 FEET, and whose long chord bears N 28° 02' 44" W for a distance of 503.73 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE.

Said curve turning to the left through an angle of 23° 24' 27.48", having a radius of 690.00 FEET, and whose long chord bears N 19° 27' 58" W for a distance of 279.94 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE.

THENCE N 00° 03' 28" E FOR A DISTANCE OF 742.37 FEET TO A POINT ON A LINE.

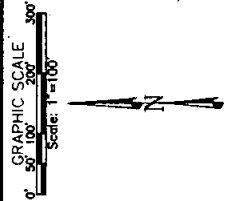
THENCE S 89° 41' 17" E FOR A DISTANCE OF 670.47 FEET TO A POINT ON A LINE.

THENCE S 50° 37' 22" E FOR A DISTANCE OF 722.98 FEET TO A POINT ON A LINE.

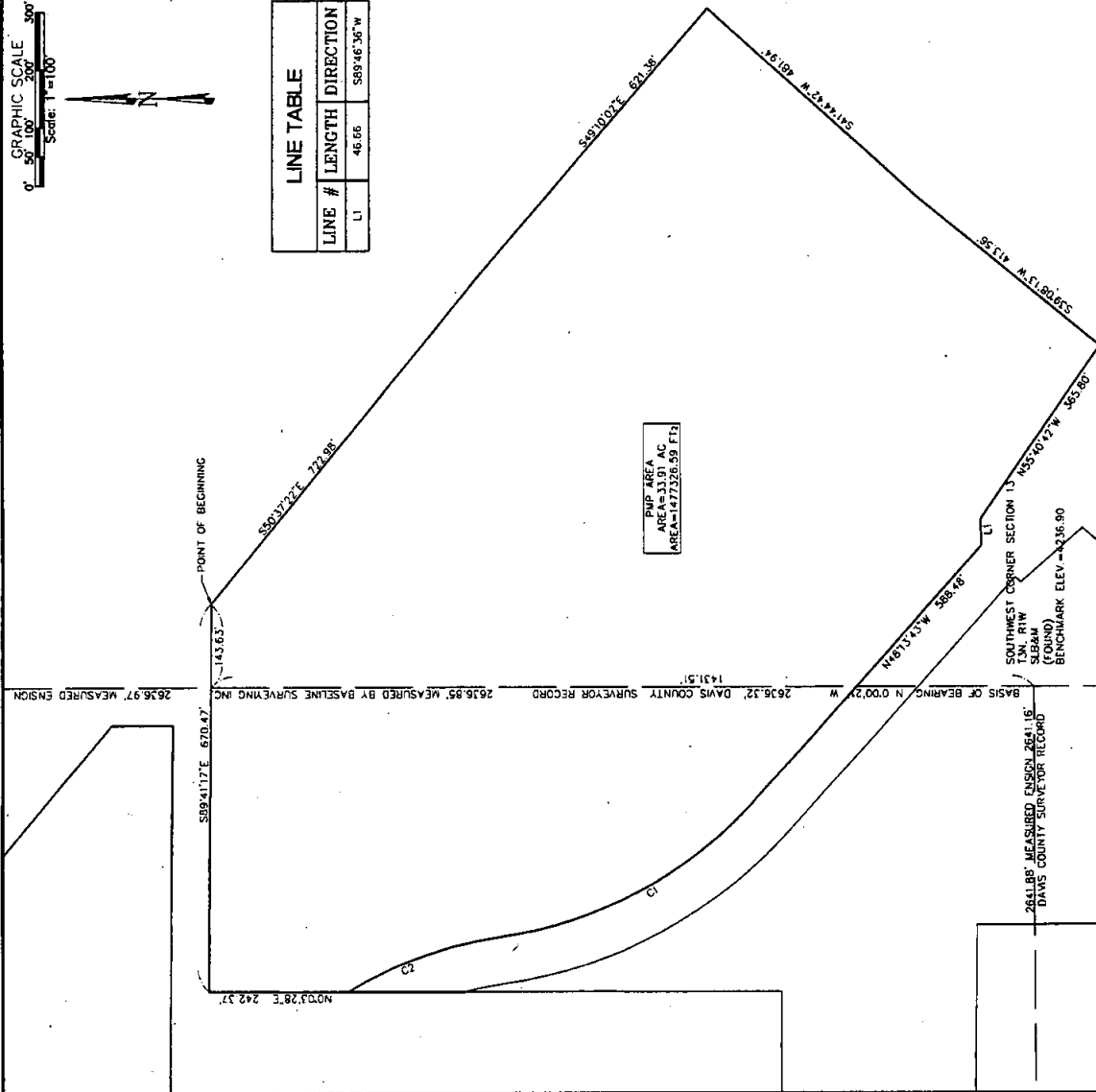
THENCE S 49° 10' 02" E FOR A DISTANCE OF 621.38 FEET TO A POINT ON A LINE.

THENCE S 41° 44' 42" W A DISTANCE OF 481.94 FEET TO THE POINT OF BEGINNING;

CONTAINING 1477326.59 SQUARE FEET



LINE TABLE	
LINE #	LENGTH DIRECTION
L1	46.66 S89°46'36"W



PROJECT NO. 509122			FARMINGTON CITY UTAH	PARK LANE COMMONS PMP AREA LEGAL DESCRIPTION
SHEET NO.	N/A			
ATTENTION LARRY ALCOBES E. BLAKE SURVEYOR		PRELIMINARY DRAWING NOT FOR CONSTRUCTION		

Exhibit B
"PMP"

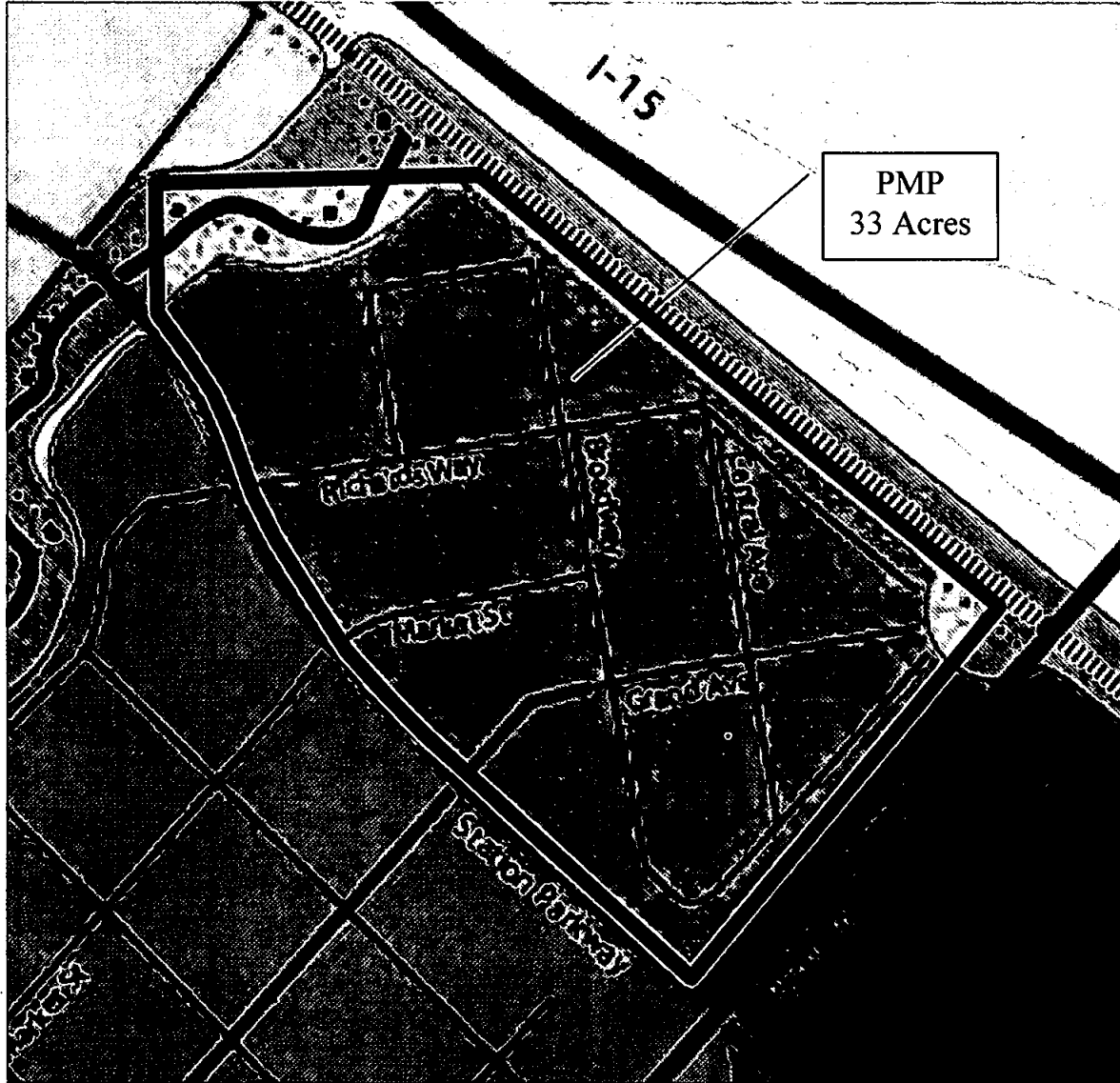


EXHIBIT C

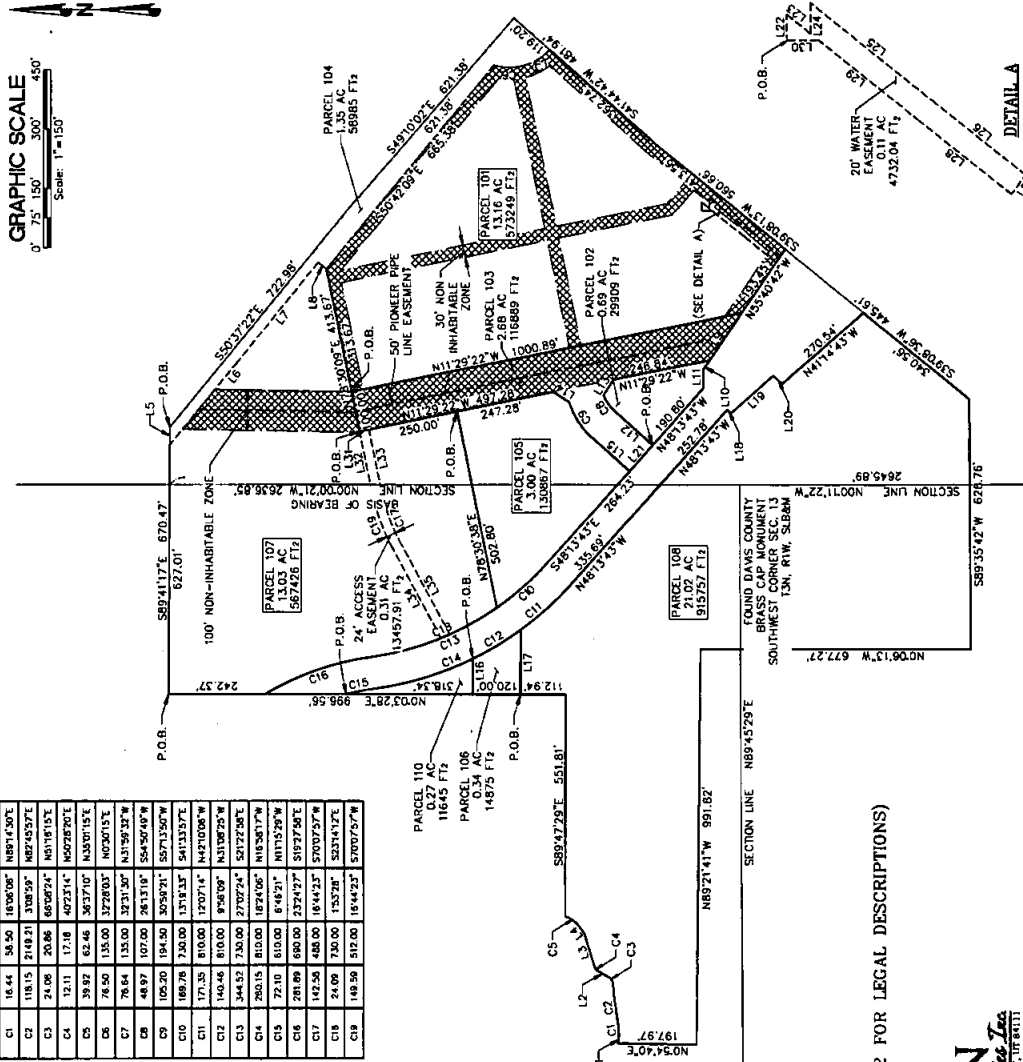
SURVEYORS CERTIFICATE

WE, THE UNDERSIGNED SURVEYORS, A REGISTERED LAND SURVEYORS AND THAT, HOPING TO REPLY TO THE REQUEST OF THE COUNTY OF UTAH AND THAT WE HAVE MADE A CERTIFICATE AND RECORD OF THE SURVEY OF THE STATE OF UTAH AND THAT WE HAVE MADE A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY. THE PURPOSE OF THIS SURVEY IS TO MARK THE BOUNDARY OF THE BELOW DESCRIBED PROPERTY IN THE FIELD WITH A REBAR AND CAP AT EACH PROPERTY CORNER AND PREPARE THIS MAP SHOWING THE SURVEY, THE INFORMATION THEREON, AND THE BASIS OF BEARING IS AS NOTED FROM --

PARK LANE COMMONS

FARMINGTON CITY, DAVIS COUNTY, UTAH

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24 AND THE NORTHWEST QUARTER OF SECTION 24 TOWNSHIP 3 NORTH, RANGE 13 EAST, DAVIS COUNTY, UTAH



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	18.44	38.50	189°50'	189°50'
C2	118.15	2149.21	308°59'	182°45'57"
C3	24.08	20.86	65°08'24"	101°18'15"
C4	12.11	17.18	40°23'14"	150°28'20"
C5	39.92	62.46	36°17'00"	143°00'15"
C6	78.50	135.00	32°28'03"	102°50'15"
C7	78.64	135.00	32°31'30"	103°59'37"
C8	48.97	107.00	28°13'10"	54°58'49"
C9	105.20	194.50	30°59'21"	55°71'50"
C10	169.28	330.00	17°51'31"	54°13'57"
C11	171.35	310.00	12°07'14"	14°21'08"
C12	140.46	610.00	8°08'09"	13°10'25"
C13	344.52	730.00	27°07'24"	52°12'57"
C14	260.15	810.00	18°24'06"	114°36'17"
C15	221.0	610.00	8°46'21"	101°52'29"
C16	281.89	690.00	22°24'27"	157°27'56"
C17	142.56	480.00	18°44'23"	57°07'57"
C18	24.09	730.00	1°52'28"	52°31'47"
C19	149.59	510.00	18°44'23"	57°07'57"

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	191.10	S82°42'27"E
L2	27.03	N40°18'43"E
L3	89.87	N78°11'18"E
L4	26.14	N53°19'50"E
L5	45.46	N89°11'37"E
L6	260.79	S50°37'22"E
L7	377.60	S50°51'43"E
L8	48.97	S32°22'38"W
L9	143.47	S55°40'42"E
L10	26.88	S55°40'42"E
L11	48.86	N69°46'36"E
L12	128.08	S41°44'09"W
L13	45.88	N57°18'50"W
L14	47.04	S33°03'04"W
L15	128.01	S41°44'09"W
L16	90.00	N69°56'37"W
L17	182.87	N69°56'37"W
L18	13.28	N41°46'17"E
L19	141.39	N41°32'59"W
L20	30.60	N41°46'17"E
L21	87.50	S49°35'43"E
L22	21.86	N89°22'36"E
L23	25.92	N49°32'25"E
L24	25.92	S89°22'36"W
L25	131.28	N30°32'25"E
L26	38.14	N38°32'25"E
L27	20.06	S59°40'47"E
L28	96.73	S38°32'25"W
L29	106.19	S38°32'25"W
L30	26.84	S03°27'41"E
L31	74.00	S12°29'22"E
L32	153.29	N78°30'09"E
L33	153.29	N78°30'09"E
L34	260.79	S81°45'48"W
L35	262.56	S81°45'48"W

(SEE SHEET 2 FOR LEGAL DESCRIPTIONS)

FORSGREN
Surveyors Inc.
 370 EAST 500 SOUTH, 200 SOUTH DOWNS DRIVE, SUITE 101
 FARMINGTON, UTAH 84201

IRRIGATION COMPANY APPROVAL
 APPROVED THIS _____ DAY OF _____ A.D. 20____
 BY THE CENTRAL DAVIS SEWER DISTRICT.
 BY _____

SEWER DISTRICT APPROVAL
 APPROVED THIS _____ DAY OF _____ A.D. 20____
 BY THE FARMINGTON CITY PLANNING COMMISSION.
 CHAIRMAN, FARMINGTON CITY PLANNING COM. _____

PLANNING COMMISSION
 APPROVED THIS _____ DAY OF _____ A.D. 20____
 BY THE FARMINGTON CITY ENGINEER.
 FARMINGTON CITY ENGINEER _____

FARMINGTON CITY ENGINEER
 APPROVED THIS _____ DAY OF _____ A.D. 20____
 BY THE FARMINGTON CITY ENGINEER.
 FARMINGTON CITY ENGINEER _____

APPROVAL AS TO FORM
 APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____
 FARMINGTON CITY ATTORNEY _____

CITY COUNCIL APPROVAL
 PRESENTED TO FARMINGTON CITY COUNCIL THIS _____ DAY OF _____ A.D. 20____
 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
 FARMINGTON CITY RECORDER _____ MAYOR
 DEPUTY RECORDER _____

DAVIS COUNTY RECORDER
 ENTRY NO. _____ FEE PAID _____
 FILED FOR RECORD AND RECORDED THIS _____ DAY OF _____ 20____ AT PAGE _____ IN BOOK _____ OF OFFICIAL RECORDS
 DAVIS COUNTY RECORDER _____

STATE OF UTAH } S.S.
 COUNTY OF SALT LAKE }

ON THE _____ DAY OF _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE COUNTY OF SALT LAKE IN SAID STATE OF UTAH THE SIGNERS OF THE ABOVE OWNERS CERTIFICATE TWO IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT HE, _____ IS A _____ OF _____ AND THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USE AND PURPOSE THEREIN MENTIONED.
 MY COMMISSION EXPIRES _____

NOTE: PUBLIC STREETS DEDICATED HEREON ARE SUBJECT TO A PERPETUAL NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY FOR PRIVATE UTILITIES IN FAVOR OF _____ AND/OR ITS ASSIGNS.
OWNERS DEDICATION AND CONSENT TO RECORD
 I, THE UNDERSIGNED, HEREBY DEDICATE AND CONSENT TO RECORD THE DESCRIBED TRACTS OF LAND HEREIN TO THE PUBLIC FOR PERPETUAL USE OF THE PUBLIC. THE UNDERSIGNED FURTHER CONSENTS TO THE RECORDED OF THIS PLAN IN ACCORDANCE WITH UTAH STATE LAW.
 IN WITNESS WHEREOF WE HAVE HERETO SET OUR HAND(S) THIS _____ DAY OF _____ A.D. 20____

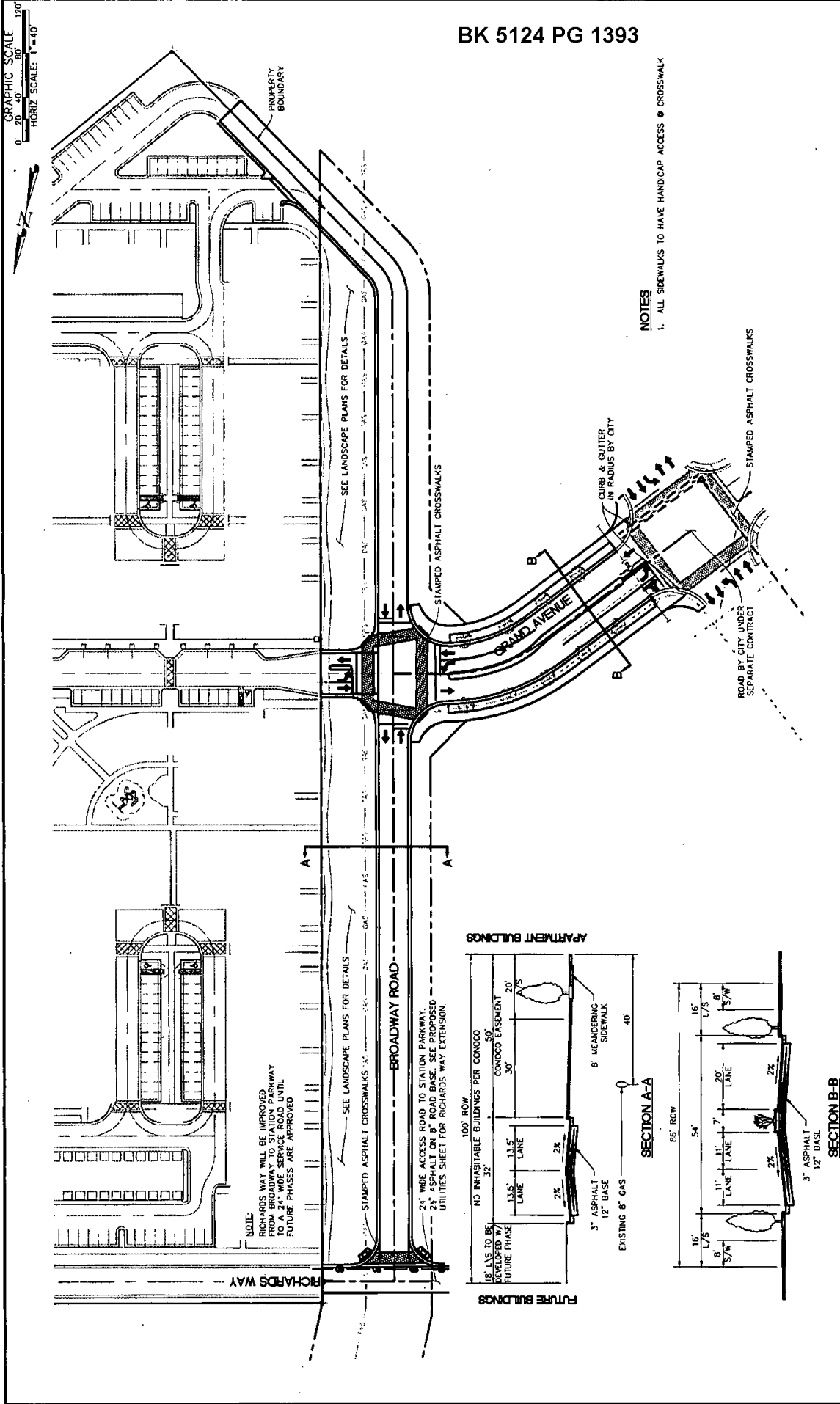
BY: DAUFUSKE INVESTMENTS II, L.C.
 BY: FARMINGTON SQUARE, LLC
 BY: PARK LANE VILLAGE PARTNERS LLC

PARCEL AREA TABLE

PARCEL	DAUFAUSKIE INVESTMENTS II, L.C.		FARMINGTON SQUARE, LLC		TOTAL	
	AC	FT ₂	AC	FT ₂	AC	FT ₂
PARCEL 101	8.12	353537.40	5.04	219712.08	13.16	573249.48
PARCEL 102	0.69	29909.32	0	0	0.69	29909.32
PARCEL 103	2.16	94305.99	0.52	22583.13	2.68	116889.13
PARCEL 104	0.07	2869.09	1.28	56116.37	1.35	58985.47
PARCEL 105	1.18	51463.29	1.82	79403.55	3.00	130866.84
PARCEL 106	0	0	0.34	14875.44	0.34	14875.44
PARCEL 107	0.14	6200.22	12.88	561226.14	13.03	567426.36
PARCEL 108	20.44	890503.24	0.58	25253.61	21.02	915756.85
PARCEL 109	0	0	15.53	676684.12	15.53	676684.12
PARCEL 110	0	0	0.27	11645.19	0.27	11645.18
STATION PKWY	2.77	120586.50	1.41	61264.14	4.17	181850.63
ADDITIONAL GAS LINE EASEMENT	1.12	48758.60	0.42	18411.72	1.54	67170.32

EXHIBIT D

The PLVP-PMP constitutes all of the PMP contained in Exhibit B set forth in the Development Agreement for Park Lane Village recorded in the Office of the Davis County Recorder on August 10, 2010, Entry No.: 2545439, Book 5084, and Page 660 - 702.



NOTES
1. ALL SIDEWALKS TO HAVE HANDCAP ACCESS @ CROSSWALK

PROJECT NO: 509122		SHEET NO: N/A	
SCALE: 1" = 40'		PAGE NO: 1 OF 7	
PARK LANE VILLAGE			
PROPOSED ROADWAY IMPROVEMENTS			
FORSOREN <i>Associates, Inc.</i> <small>370 EAST 500 SOUTH, PARK SALT LAKE CITY, UT 84111 PH: 801.364.4763 FAX: 801.364.4802</small>			
CITY OF FARMINGTON UTAH			
ATTENTION			
DRAWN BY: _____ CHECKED BY: _____ DESIGNED BY: _____ APPROVED BY: _____ DATE: _____ (BY SEAL REQUIREMENT)			

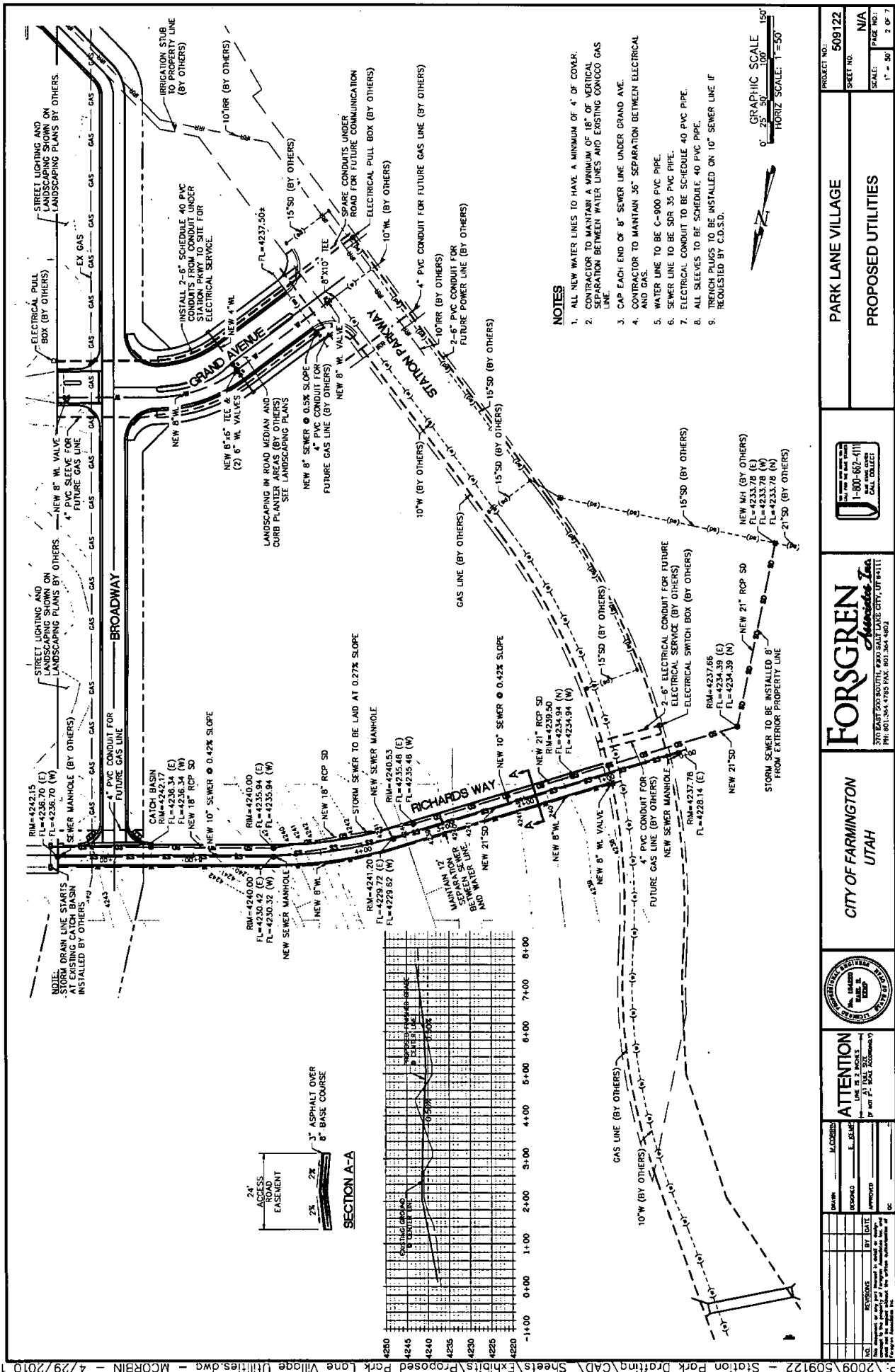
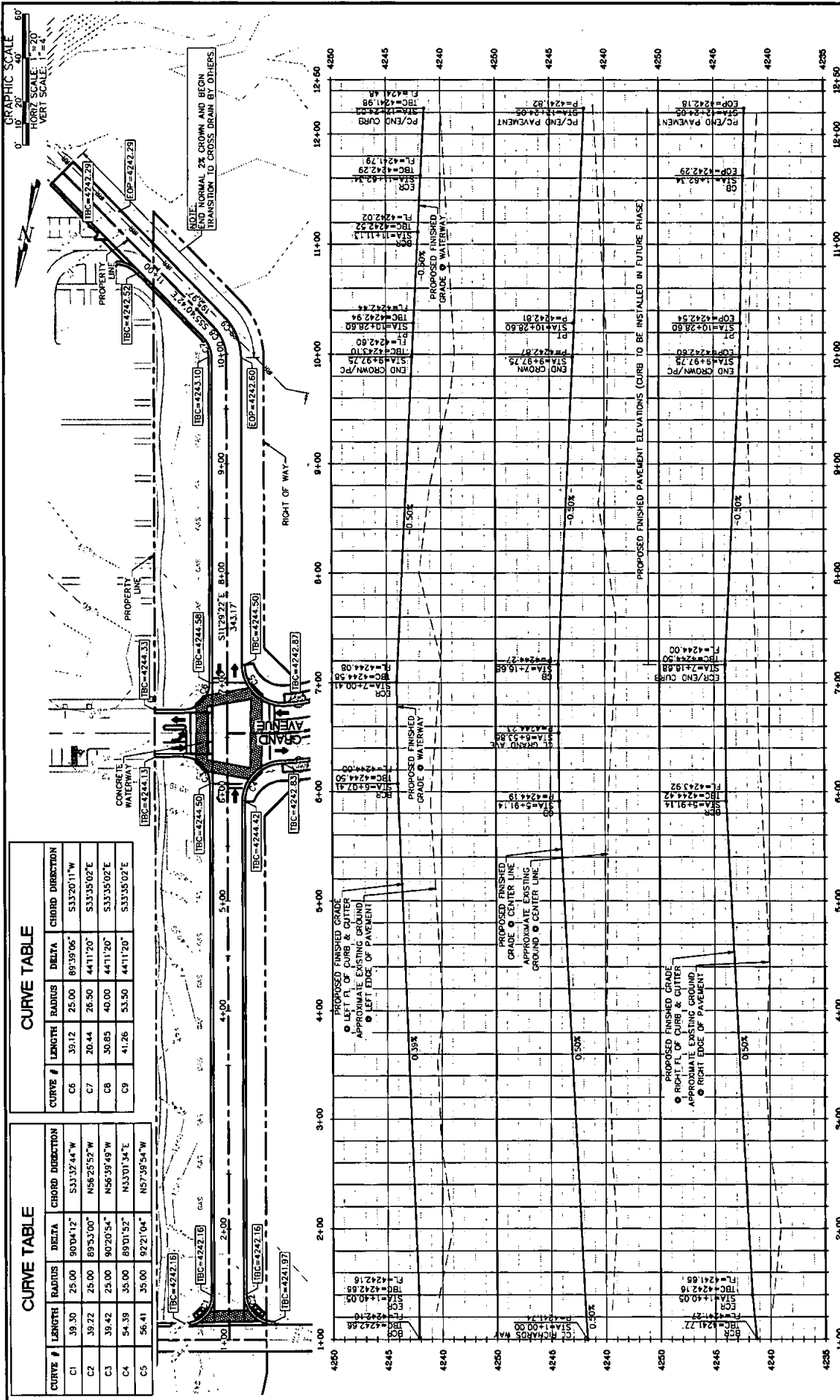


EXHIBIT E



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION
C6	39.12	25.00	89.3906°	S33°20'11"W
C7	20.44	26.50	44°11'20"	S33°35'02"E
C8	30.85	40.00	44°11'20"	S33°35'02"E
C9	41.26	53.50	44°11'20"	S33°35'02"E

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION
C1	39.30	25.00	90°04'12"	S33°32'44"W
C2	39.22	25.00	89°53'00"	N56°25'52"W
C3	39.42	25.00	90°20'54"	N56°39'49"W
C4	54.39	35.00	89°01'52"	N43°01'34"E
C5	56.41	35.00	92°21'04"	N57°39'54"W

PROJECT NO. 509122
 SHEET NO. C-01
 SCALE: 1" = 40'
 DATE: 3 OF 7

PARK LANE VILLAGE
 BROADWAY ROAD
 PLAN & PROFILE

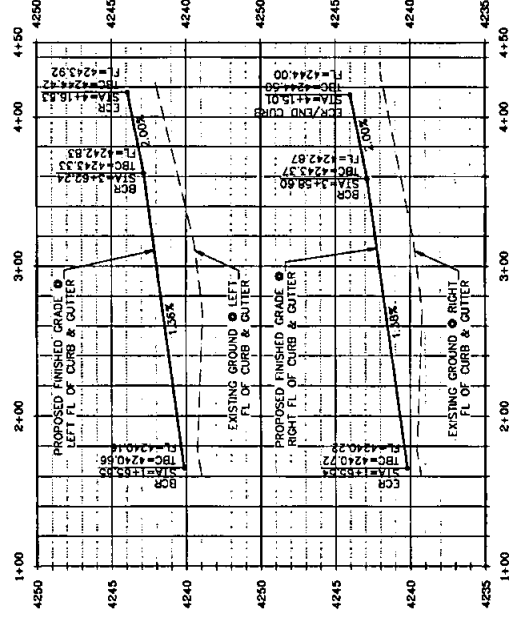
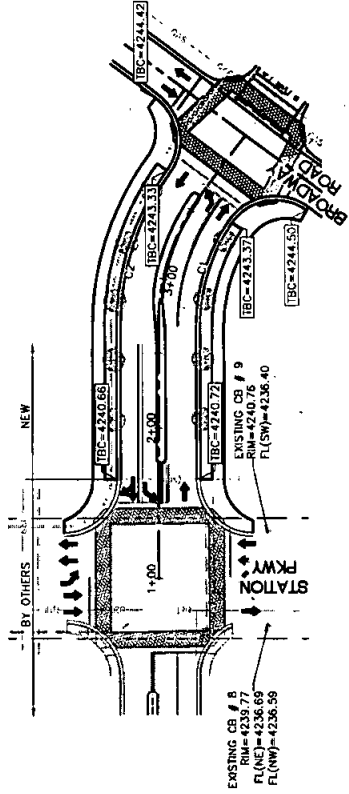
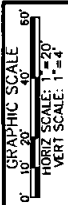
FORSGREN
Consultants, Inc.
 370 EAST 500 SOUTH, 2ND FLOOR SALT LAKE CITY, UT 84111
 TEL: (801) 364-4785 FAX: (801) 364-4802

CITY OF FARMINGTON
 UTAH

ATTENTION
 ALL CHANGES TO BE MADE BY THE CITY OF FARMINGTON
 BY THE CITY ENGINEER OR HIS DESIGNATED REPRESENTATIVE

DATE: _____ BY: _____
 CHECKED: _____ APPROVED: _____
 DESIGNED: _____

EXHIBIT E



CURVE TABLE			
CURVE #	LENGTH	RADIUS	CHORD DIRECTION
C1	73.90	123.00	S58°56'51"W
C2	111.55	178.50	S59°38'20"W

PROJECT NO: 509122
 SHEET NO: C-02
 SCALE: 1" = 40'
 PAGE NO: 4 OF 7

PARK LANE VILLAGE
 GRAND AVENUE
 PLAN & PROFILE



FORSOREN
Associates, Inc.
 370 EAST 500 SOUTH, 200 SALT LAKE CITY, UT 84111
 PH: 801-394-4785 FAX: 801-394-4802

CITY OF FARMINGTON
 UTAH

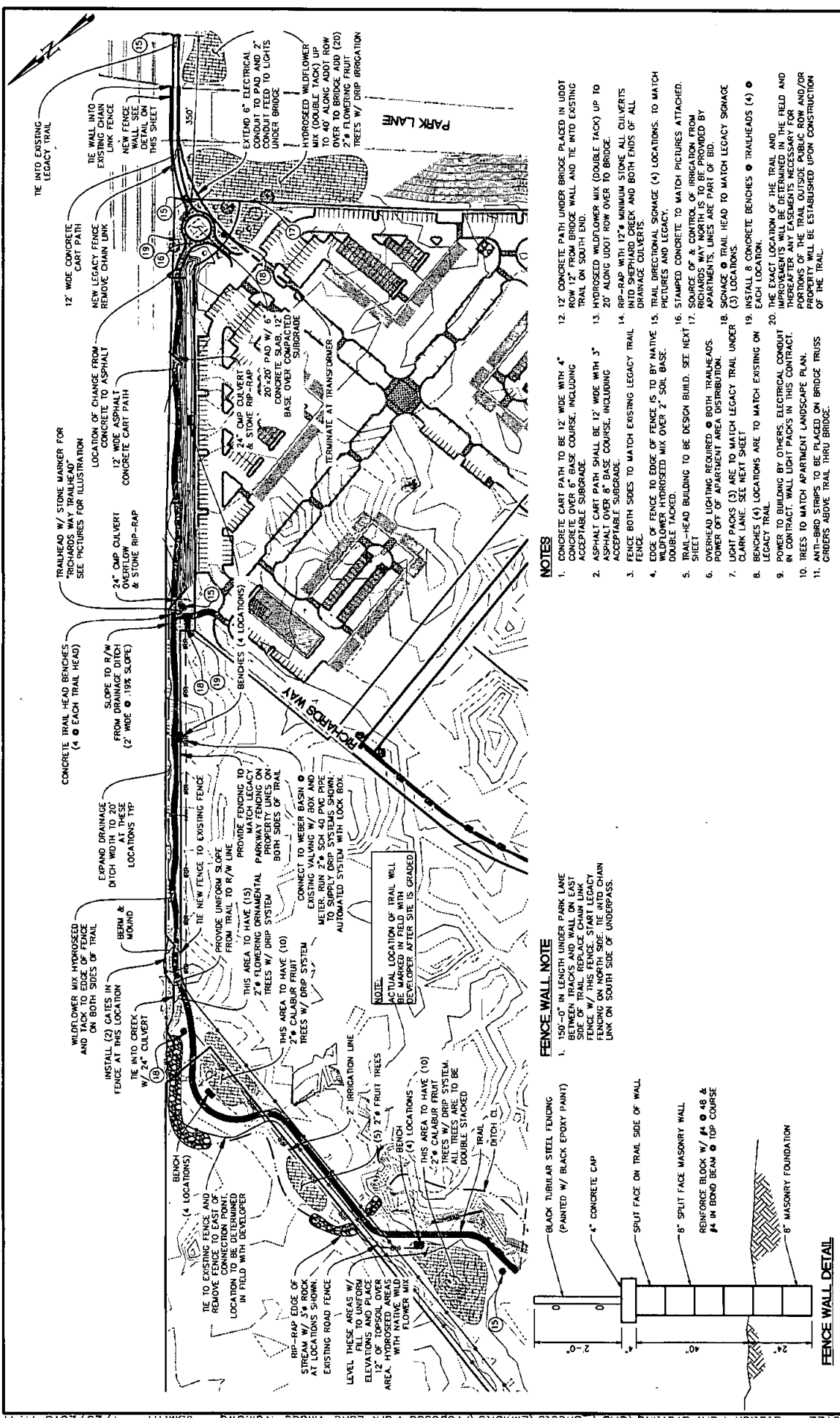


ATTENTION
 ALL CHANGES TO THIS PLAN SHALL BE MADE BY THE ENGINEER.
 (BY THE CITY ENGINEER)

DATE	BY	DATE

APPROVED: _____
 M. COBBE, P.E.
 LICENSE NO. 12680
 STATE OF UTAH

EXHIBIT E



PROJECT NO: 509122	
SHEET NO: N/A	
SCALE: 1" = 80'	
PAGE NO: 5 OF 7	

PARK LANE VILLAGE	
PROPOSED TRAIL	

FORSGREN Associates, Inc. 370 EAST 500 SOUTH, WALKER-SALT LAKE CITY, UT 84111 PH: 801.394.1795 FAX: 801.394.4862	
CITY OF FARMINGTON UTAH	
ATTENTION SEE SHEET FOR ALL NOTES AND REVISIONS BY: J.B.S. DATE: 11/14/12	
NO. _____ REVISIONS _____ BY: _____ DATE: _____ APPROVED _____ AUTHORITY: _____	DRAWN: _____ CHECKED: _____ L. SCALE: _____ DATE: _____

EXHIBIT E

PICTURES OF TRAIL FEATURES INCLUDED IN BID PACKAGE



CONCEPTUAL TRAILHEAD BUILDING
DESIGN BUILD BID
(SEE NOTE 5)



TRAIL BENCHES (TYP)
(4) LOCATIONS
(SEE NOTE 8)



LOCATION OF TRAIL TIE AT
SOUTH END OF PROJECT
(SEE NOTE 12)



CONCEPTUAL TRAILHEAD BUILDING
DESIGN BUILD BID
(1) LOCATION (GRAND AVE TRAILHEAD)
(SEE NOTE 5)



STAMPED CONCRETE PATTERN
AT TRAILHEAD LOCATIONS
NOTED ON PLANS
(SEE NOTE 16 AT GRAND AVE TRAILHEAD)



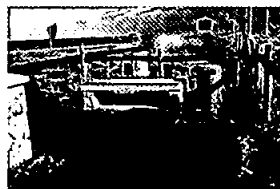
LIGHT PACK
(SEE NOTES 7 AND 9)



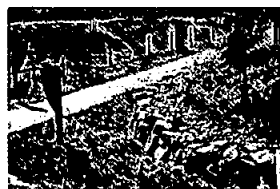
TRAILHEAD LIGHTING (TYP)
(2) LOCATIONS
(SEE NOTE 9)



DIRECTIONAL SIGNAGE (TYP)
(4) LOCATIONS
(SEE NOTE 15)



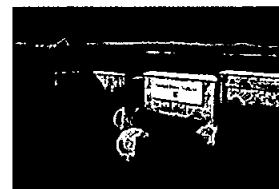
TRAILHEAD BENCHES (2) LOCATIONS
4 BENCHES AT EACH LOCATION
'LEGACY FENCE CONCEPT'
(SEE NOTES 3 AND 19)



TYPICAL LANDSCAPE AREA W/ 2" DIA
CALABUR FLOWERING FRUIT TREES
(SEE NOTES 4 AND 10)



PARK LANE OVERPASS
TRAIL EXTENSION TO TRAIL STATION
(SEE NOTES 7, 9 AND 12)



TRAILHEAD SIGNAGE (TYP)
(3) LOCATIONS
(SEE NOTE 18)

P:\2009\509122 - Station Park Drafting\CAD\ Sheets\Exhibits\Proposed Park Lane Village Trail Details.dwg - JSMITH - 4/29/2010

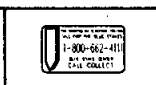
DATE	BY	REVISION

ATTENTION
LIMIT 25 WORDS
BY DATE



CITY OF FARMINGTON
UTAH

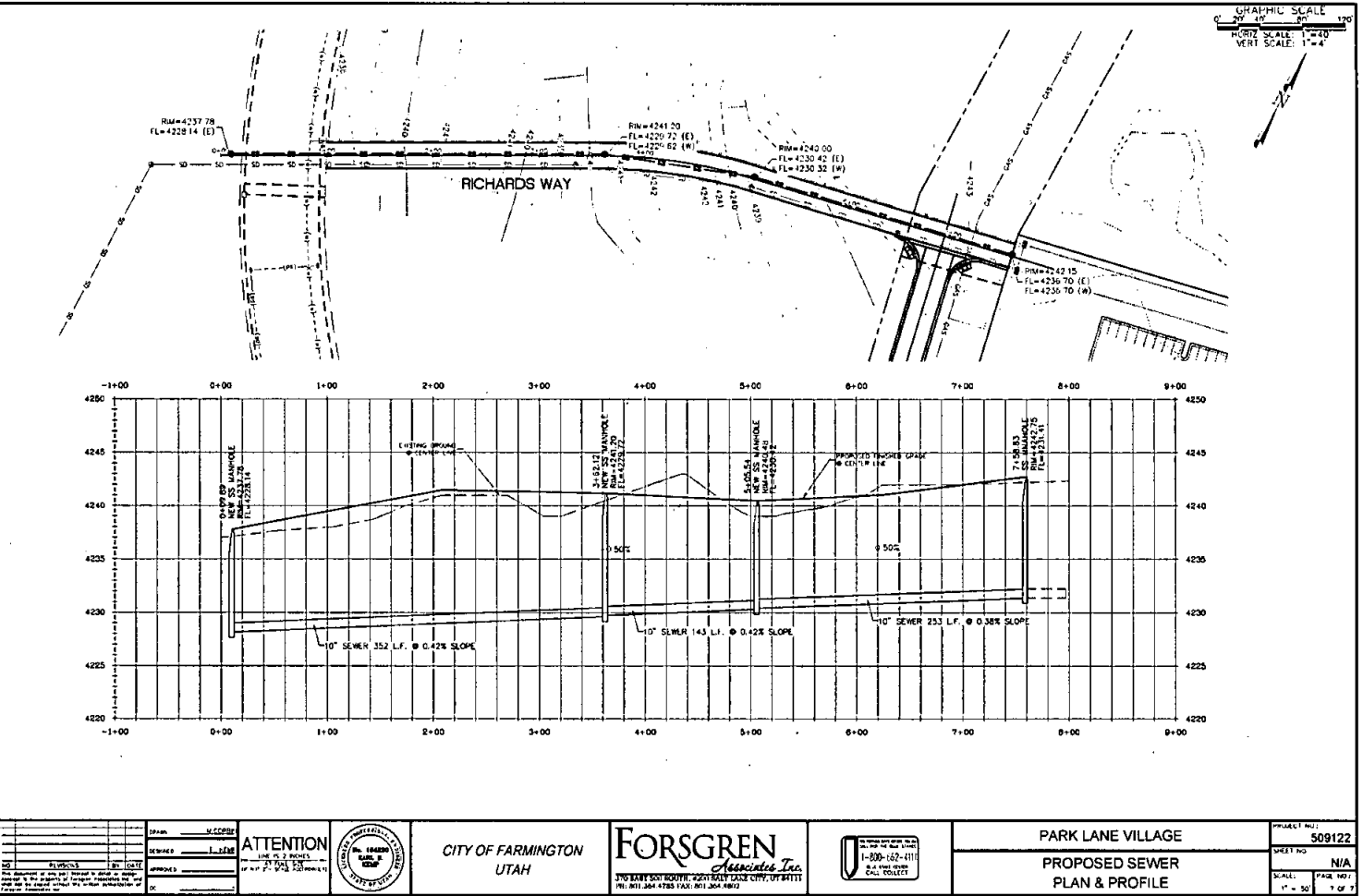
FORSGREN
Associates, Inc.
3701 EAST 5100 SOUTH, 2000 SOUTH PARKWAY, SUITE 100
SALT LAKE CITY, UTAH 84119
TEL: 801.304.4783 FAX: 801.304.4902



PARK LANE VILLAGE		PROJECT NO.	509122
PROPOSED TRAIL DETAILS		SHEET NO.	N/A
SCALE	1" = 80'	PAGE NO.	6 of 7

EXHIBIT E

P:\2006\509122 - Station Park, Duffin\CAD\ Sheets\Exhibits\Proposed Park Lane Village Sewer Profile.dwg - MCOBBIT - 4/29/201



DATE	BY	APP'D

ATTENTION
 LINE IS 2 FEET
 1" = 40'



CITY OF FARMINGTON
 UTAH

FORSGREN
Associates, Inc.
 370 EAST 500 SOUTH, 2201 WEST 1200 NORTH, UT 84411
 PH: 801.364.4785 FAX: 801.364.4802



PARK LANE VILLAGE		PROJECT NO:	509122
PROPOSED SEWER		SHEET NO:	N/A
PLAN & PROFILE		SCALE:	1" = 40'
		PAGE NO:	7 OF 7