

2810052
BK 6046 PG 978

71
E 2810052 B 6046 P 978-1048
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/24/2014 03:14 PM
FEE \$0.00 Pgs: 71
DEP RTT REC'D FOR FARMINGTON CITY

08-500-0001,0002
08-486-0102,0107,0103
08-060-0004

**SUPPLEMENTAL DEVELOPMENT AGREEMENT
FOR THE PARK LANE COMMONS PROJECT**

WHEN RECORDED RETURN TO:

Farmington Square, LLC
Attn: Scott W Harwood,
1200 West Red Barn Lane
Farmington, UT 84025

**SUPPLEMENTAL
DEVELOPMENT AGREEMENT
FOR THE PARK LANE COMMONS PROJECT**

THIS SUPPLEMENTAL DEVELOPMENT AGREEMENT FOR THE PARK LANE COMMONS PROJECT (the "Agreement") is entered into as of this 23 day of June, 2014, by and among Farmington Square, LLC, a Utah limited liability company ("Developer"), and FARMINGTON CITY, a Utah municipal corporation (the "City"); Developer and the City are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Developer, or its predecessors in interest, previously assembled a total of approximately seventy-two (72) acres of property located in Farmington City, Utah as part of an original project site which included what were designated as Lot 101 and Parcels A, B, D, F, E & H and I as generally depicted on Exhibit A-1 attached hereto and incorporated herein by this reference. Developer and City previously entered into that certain Amended and Restated Development Agreement For Park Lane Commons dated June 28, 2010 (the "June 28, 2010 Agreement"), which included Lot 101 and Parcels A, B and D. Lot 101 has been developed and Parcel D will be developed under the terms of the June 28, 2010 Agreement.

B. Developer is the owner of approximately forty-six (46) acres of real property located in Farmington City, Utah, which it has assembled and designated as including Parcels A, B, E & H, F and I as depicted on Exhibit A-1. It is the intent of the Parties that this Agreement supersedes the June 28, 2010 Agreement with respect to Parcels A and B but otherwise remains in full force and effect with respect to Lot 101 and Parcel D, as applicable.

C. The intent of this Agreement is to describe the agreements and understandings between the Developer and the City related to the development and use of Parcels A, B, E & H, F and I (herein called the "Property"). The legal descriptions of the parcels comprising the Property are attached as Exhibit A-2 hereto and are incorporated herein by this reference. The Property is owned by Developer. It is the intent of the Parties that in the event of conflict between this Agreement and prior agreements or understandings between the Parties that the provisions of this Agreement shall control.



D. The project to be developed on the Property is to be known as "Park Lane Commons" (the "Project"). Park Lane Commons may be constructed in phases consisting of one or more buildings (each herein referred to as a "Phase"), with areas for plazas, courtyards, landscaped features, signage, pedestrian walkways, seating and other pedestrian-oriented and open space uses (herein referred to as "Open Space").

E. Developer has applied for Project Master Plan Approval for the Property under Chapter 18 and specifically Section 11-18-114 of the Mixed-Use Districts provisions of the Farmington City Zoning Ordinance (the "Ordinance"), and the City has determined that Developer has complied with all the standards and procedures contemplated by the Farmington City General Plan (the "General Plan"), the Ordinance and any other applicable provisions of the Farmington City Code, ordinances, development standards, rules and regulations (collectively the "Land Use Regulations") with respect to the required development approvals.

F. The City also recognizes that the development of Property will result in tangible benefits to the City through the increase of the City's tax base, providing services to City residents, and the City is willing to agree to vest the development and use of the Property pursuant to the terms of this Development Agreement against future legislative changes in the General Plan, Ordinance and Land Use Regulations that would be in conflict with the provisions in this Agreement and/or impair the rights and entitlements granted to Developer herein.

G. Farmington City, acting pursuant to its authority under Utah Code Annotated 10-9a-101, et seq., the Ordinance and the Land Use Regulations, has made certain determinations with respect to the Property, and, in the exercise of its legislative discretion, has elected to process and approve the use, density, general configuration and development standards for the Property pursuant to Chapter 18 of the Ordinance, resulting in the negotiation, consideration and approval of this Development Agreement after all necessary public hearings and procedures.

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 Parties hereby agree as follows:

I. Recitals.

Recitals A through G set forth above are incorporated herein and made a part hereof by this reference.



2. Condition Precedent.

As a condition precedent to the obligations of the Parties hereunder, this Agreement is contingent upon and will only become effective at such time, and in the event that, the Farmington City Council, in the independent exercise of its legislative discretion, elects to approve the proposed rezoning of a portion of the Property to the General Mixed-Use District ("GMU District"), the Office Mixed-Use District ("OMU District") and the Open Space ("OS") as depicted on Exhibit A-1 attached hereto and incorporated herein by this reference.

3. General Description of the Property and the Project.

3.1 General Description of the Project. The Project is proposed as a mixed-use development in connection with its Transportation Mixed Use District ("TMU"), General Mixed Use District ("GMU"), Office Mixed Use District ("OMU") and Open Space ("OS") designations on the Regulating Plan map. The Project is proposed to: (a) encourage mass transit, walking, bicycling, carpooling and van pooling; (b) consider and encourage flexibility and efficiency in land use and development planning and design; and (c) consider area-specific transportation oriented land use/development approaches and patterns as recommended by the Utah Transit Authority ("UTA") and other transportation-oriented development experts.

3.2 Legal Description of the Property. The legal description of the parcels included within the Property is attached hereto as Exhibit A-2. Exhibit A-1 is a map that illustrates the parcels within the Property and their relation to other nearby parcels of property. Unless otherwise provided, no other real property may be added to the legal description of the Property for purposes of this Development Agreement, except by a written amendment hereto signed by the Parties. Except as expressly set forth in this Agreement, this Development Agreement shall not affect any land other than the Property as described and defined herein, and which is subject to this Agreement.

3.3 Transition from Prior Development Agreements. As referenced in Recitals A and B, Developer and the City previously entered into the June 28, 2010 Agreement dealing with approximately 33 of the 72 acres which were acquired and assembled by Developer as part of the original project site. The City and Park Lane Village Partners, LLC entered into that certain Development Agreement for Park Lane Village dated June 30, 2010 which controls the development of Lot 101. Parcel D will be developed under the terms of the June 28, 2010 Agreement. Except for their inclusion as part of the overall original project site, the terms of this Agreement do not otherwise have any effect on the development of Parcel D or Lot 101.



4. Project Master Plan.

4.1 Approval of PMP. The development configuration of the Project is generally shown on the Project Master Plan of Park Lane Commons (the "PMP"), which consists of a narrative and graphic description of the Project as required by the Ordinance. A copy of the PMP is attached as Exhibit B hereto and is incorporated herein by this reference. The PMP has been approved by the City and the City acknowledges that the PMP as shown is in compliance with the Ordinance and Land Use Regulations. Approval of the PMP satisfies the requirement of the Ordinance for a conceptual plan and constitutes an approved Master Plan for guiding all future development of the Project proposed for the entire Property. Developer shall develop the Property generally in accordance with the amended Regulating Plan and the PMP attached as Exhibit B.

4.2 PMP Amendments. In the event that Developer desires to amend the PMP, any such request shall be reviewed as either a major or minor amendment as those terms are defined and in accordance with the process provided in Section 11-18-108(k)(1) and (2) of the Ordinance.

5. Project Specific Development Standards.

5.1 Alternative Development Standards. Section 11-18-114(1) of the Ordinance authorizes the City to approve a Development Agreement containing alternative development standards that supersede certain provisions of the Ordinance and the Land Use Regulations. Pursuant to such authority, the development and construction of the Project shall proceed pursuant to, and consistent with, the terms and conditions of this Agreement and the exhibits attached hereto. In the event of a conflict between the provisions of the Ordinance or the Land Use Regulations and this Agreement, the more specific provisions of this Agreement shall control. The specific development standards approved for the Project pursuant to Section 114 of the Ordinance include the following:

5.1.1 Signage Plan. A full signage plan for the Project shall be submitted by the Developer as part of the development plan review process in compliance with Section 11-18-109 of the Ordinance. However, as part of this Agreement, two (2) pylon signs are approved for the Project along the frontage of I-15 at a height not to exceed fifty-five (55) feet from the freeway grade and twenty (20) feet in width as depicted in Exhibit C subject to the following conditions: (a) one sign needs to be filled before the second sign is erected; and (b) if due to easements or some other unforeseen circumstances either of the signs needs to be relocated to a different site than what is depicted as part of Exhibit C, the proposed relocation will be required to be presented to the Planning Commission for their review and approval.



5.1.2 Flexibility Regarding Building Orientation and Locations. The Parties understand and agree that the PMP standards of the Ordinance do not require depiction of specific buildings and any building locations, sizes and uses depicted in the exhibits to this Agreement are for illustrative purposes only and may change over time. All buildings abutting or immediately adjacent to Grand Avenue and south of Station Parkway shall comply with the current provisions of Chapter 18 of the Ordinance including, but not limited to, the building plan and site envelope standards, location of parking, entryway orientation and building lot or zone lot requirements. All retail/restaurant buildings abutting or immediately adjacent to other streets and areas within the Property shall comply with the provisions of Section 106 of the Ordinance except that entryways may be oriented to parking areas instead of the street; and shall follow the standards for large building footprints in Section 107 of the Ordinance. All residential and office buildings shall comply with Section 106 of the Ordinance.

5.1.3 TMU Area Approval. The portion of the Property zoned TMU is hereby approved as illustrated, depicted and described in the PMP, including the orientation, design and configuration of buildings.

5.1.4 Temporary Landscape, Hardscape and Parking Improvements Prior to Vertical Construction. To allow for the organized and successful development of the Project in phases, Developer will be allowed, in conjunction with and at the time of the submission of a development plan for that area, to construct and install temporary landscaping, hardscape and parking improvements on any portion of the Property on an interim basis until such time as vertical improvements are constructed on that portion of the Property so long as all buildings adjacent to Grand Avenue and south of Station Parkway comply with the terms of the Ordinance and this Agreement and shall continue to comply as any temporary improvements are replaced by buildings and other permanent improvements.

5.1.5 Parking Requirements. As part of this Agreement, the minimum number of parking spaces required for a fast-food and/or drive-in restaurant within the Project shall be 12 parking spaces per 1000 square feet of floor area and for assisted living facilities shall be 0.5 spaces per unit, with requests for further parking space ratio reductions to be reviewed and approved as part of the development plan review process.

5.1.6 Approval of Two (2) Drive-up Windows. In that portion of the Property zoned as TMU, Developer is hereby granted special use approval for up to two (2) drive-up windows as depicted and described in the PMP and exhibits thereto.



6. Master Development Guidelines. Developer shall draft, submit to the City for review and comment, and implement Master Development Guidelines ("MDGs") for the Project to fulfill the requirement for such master development guidelines for the Project in compliance with the provisions of Section 11-18-112 of the Ordinance.

7. Payment of Fees.

7.1 Development Application and Review Fees. The Parties acknowledge that Developer has paid the applicable application and review fees for the following applications: (i) the rezoning of the Parcels F and E & H to a GMU District Zone and Parcel I to a OMU District Zone, (ii) the approval of the PMP, and (iii) the approval of this Development Agreement. No further fees or engineering expenses shall be charged to Developer for the above-listed approvals and all other approvals set forth in this Agreement. All application, review and engineering fees for development or construction approvals, plan amendments and all applicable impact fees for each Phase of the Project shall be paid at the time and in the amounts set forth in the then existing and applicable sections of the Farmington City Code and the Land Use Regulations, or as customarily applied, for any such Phase as each site plan or development plan is submitted for approval ready for construction.

7.2 Other Fees. Except as set forth in Section 7.1 above, the City may charge other fees that are generally applicable, including, without limitation, standard building permit review fees for improvements to be constructed on improved parcels that are generally applicable on a non-discriminatory basis.

7.3 Certain Impact Fees. Developer agrees that the Project shall be subject to all impact fees, which (1) have been properly imposed under the requirements of generally applicable federal and state law; and (2) are generally applicable to other property in the City. If fees are properly imposed under the preceding tests, the fees shall be payable in accordance with the payment requirements of the particular impact fee ordinance. Developer does not hereby waive Developer's rights under any applicable law to challenge the legality of the amount of the fees based upon generally applicable state and federal laws or to apply for appropriate credits or reimbursements as provided herein or by applicable law.

8. Vesting and Compliance with Applicable Legal Requirements.

8.1 Compliance with Requirements. The City Council finds, based on its own review and the recommendation of the Planning Commission after all appropriately noticed public hearings, that the PMP and this Development Agreement meet the following criteria established by Section 11-18-114(4) of the Code: the PMP and this Development Agreement (1) are consistent with the Farmington City General Plan, (2) comply with the applicable City



Ordinances, (3) appropriately establish and are consistent with the Project Specific Development Standards set forth in this Development Agreement, (4) establish an appropriate mix of uses in locations that will promote and encourage the goals of the TOD Mixed-Use Districts and is consistent with the objectives of Section 11-18-105 (Uses); and (5) establish circulation and transportation features sufficient to meet the requirements of Section 11-18-104 (Regulating Plan), coordinate with anticipated offsite circulation and transportation features and further applicable community-wide transportation objectives.

8.2 Vested Rights and Vested Projects. Subject to Section 8.3, Developer shall have the vested right to develop and construct the Project and to develop and construct specific Phases within the Project on the Property in accordance with the uses, densities, intensities, configuration of development, the terms of the PMP, and the Project Specific Development Standards described and incorporated in this Agreement. Pursuant to the vested rights granted by this Agreement, but subject to Section 8.3, Developer shall have the right to have development or construction applications for Phases within the Park Lane Commons Project processed and approved in accordance with the procedures and standards set forth in this Agreement. Any such Projects so approved shall also be deemed vested in accordance with this Agreement.

8.3 Compelling, Countervailing Public Interest. Nothing in this Agreement shall limit the future exercise of the police power of the City in enacting generally applicable land use laws after the date of this Agreement. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights described in Section 8.2 based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as delineated in *Western Land Equities, Inc., v. City of Logan*, 617 P.2d 388 (Utah 1980) or successor case and statutory law. Any such proposed change affecting the vested rights of the Project or any Phase thereof shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project to be developed on the Property or any Phase thereof under the compelling, countervailing public policy exception to the vested rights doctrine.

9. **Term of Agreement.** The term of this Agreement (the "Term") shall commence on the date set forth above and shall extend for a period of twenty (20) years, unless this Agreement is earlier terminated, or its Term modified, by written amendment to this Agreement, but the terms of this Agreement shall continue to be effective to applications that have been submitted and development that has already occurred within the Property notwithstanding the termination of this Agreement.



10. Specific Project Agreements and Approval Conditions.

10.1 Public Improvements Abutting and Benefiting Other Landowners. The Parties anticipate that in the development of the Project, there may be circumstances where infrastructure needs require the participation of adjacent properties. To the extent the final plans for any portion of the Project to be developed on the Property pursuant to the terms of this Agreement involve the construction of any public improvement abutted by or generally benefiting another landowner, the City agrees to use its best efforts in a good faith attempt to assist the Developer in obtaining the proportionate participation of any such adjacent and benefited landowners, as determined based upon consideration of street frontage, parcel size and other relevant factors. The City, pursuant to City ordinances, may enter into an agreement to assure abutting or other properties benefiting from any such public improvements pay their fair or proportionate share of the cost of such infrastructure and improvements at the time of development of the abutting or benefited properties. In the event that the development and construction of a street or other public improvement, as depicted on the Regulating Plan and in the PMP, requires the dedication of a right-of-way or property from a landowner who abuts the Property, the City shall cooperate with Developer to cause, if possible, one of the following to occur (listed in order of priority and the preference of the Parties): (a) the City and Developer shall jointly attempt to persuade the abutting landowner to make the required dedication, (b) if the efforts of the City and Developer to effectuate option (a) above are not successful, then the City and Developer may make good faith efforts to design and approve one or more modified street cross-sections to enable Developer to develop the Property without the dedication from an abutting landowner, or (c) if the efforts of the City and Developer to effectuate options (a) and (b) above are not successful, then the City may make reasonable efforts to acquire the required dedication from the abutting landowner by exercising powers held by the City or otherwise.

10.2 Other Project-Specific Development Requirements and Agreements.

10.2.1 Streets and related Improvements. As each Phase is developed, all construction and improvements shall be in accordance with the City design and construction standards that are applicable at the time of construction

10.2.2 Onsite Infrastructure and Improvements. Developer shall construct infrastructure and the improvements located on the Property in accordance with the PMP and the Project Specific Development Standards.

10.2.3 Road to the North Agreement. Developer (or Developer's predecessor in interest) and City previously entered into a series of agreements addressing various issues identified as follows:



- (a) Road to the North Agreement dated September 19, 2008;
- (b) Escrow & Exchange Agreement For Farmington City's Station Parkway (Haws Property Only) dated March 17, 2009;
- (c) First Amendment to the Road Agreements dated September 9, 2009;
- (d) Second Amendment to the Road Agreements dated April 20, 2010; and
- (e) Settlement Agreement dated June 7, 2012.

The Parties acknowledge the existence of The Road Agreements and further acknowledge that certain obligations thereunder remain executory.

10.2.4 Trail along Shepard Creek. Developer and City agree that although the land along Shepard Creek has been zoned OS (Open Space) to a width of fifty (50) feet on each side of the centerline of Shepard Creek, part of the goal of the Parties is to provide for a pedestrian trail to be developed along Shepard Creek and Developer acknowledges and agrees that in the event circumstances prohibit construction of the trail within the 50 foot area zoned as OS, the trail, or such portions thereof as necessary, shall still be constructed outside the OS area if necessary under the terms of this Agreement.

10.3 Common Area Maintenance; Reciprocal Easement Requirements.

10.3.1 Common Area Maintenance Plan. Developer shall prepare, submit for approval by the City and implement a Common Area Maintenance Plan ("CAMP") on the Property in accordance with the provisions of Section 11-18-113 of the Ordinance. Notwithstanding any provision in this Development Agreement to the contrary, Developer, and not the City, shall be obligated to establish, implement and enforce the covenants, assessment procedures, operation and maintenance requirements relating to the common elements of the Property, the design and landscape guidelines and the other requirements of this Section.

10.3.2 Reciprocal Easements. Any necessary easements for ingress, egress and utilities will be recorded as a condition precedent to subdividing the Property.

10.3.3 No Requirement to Coordinate With or Administer CAMP Requirements on Land Located Outside of the Property. City understands, acknowledges and agrees that Developer need not coordinate or administer the CAMP requirements imposed on subsequent projects outside of the Property under the terms of the TOD Mixed-Use zoning ordinance.



11. Further Review Processes and Review Standards.

11.1 Site Plan Review. Site plan review by the City of Projects within the Property shall be conducted in accordance with the Ordinance, Farmington City Code and the Land Use Regulations, subject to the following exceptions:

11.1.1 The conditions listed in Section 11-18-107 (2)(d)(i)(1-4) of the Ordinance shall not require the application to be forwarded to the Planning Commission for approval, but will be reviewed and approved by the City Planner/Zoning Administrator, provided, however, that:

- (a) Members of the Planning Commission and City Council shall receive notice of such applications;
- (b) The City Planner/Zoning Administrator, in his or her sole discretion, may present the application to the Planning Commission for its approval;
- (c) The Chair of the Planning Commission may review such applications and determine that they should be reviewed by the Planning Commission; and
- (d) Any decision on such applications by the City Planner/Zoning Administrator may be appealed to the Planning Commission (need details on timing, etc.).

11.2 Amendments.

11.2.1 Substantial Amendments. Any amendment to this Agreement that alters or modifies the Term of this Agreement, the permitted uses, the approved density or intensity of use, the text of the Agreement itself, the requirement of any amenity described herein that is available to the public, or provisions of the Agreement or any approved mechanism that imposes financial obligations on Developer or property owners within the Property shall be deemed a "Substantial Amendment" and shall require a noticed public hearing and recommendation by the Planning Commission and a noticed public hearing and decision by the City Council prior to the execution of such an amendment.

11.2.2 Administrative Amendments. Unless otherwise provided by law, all amendments to this Agreement that are not Substantial Amendments shall be deemed "Administrative Amendments" and may be approved and executed by the City Planner without a noticed public hearing, recommendation by the Planning Commission or action by the City Council. Administrative Amendments may be reflected in a written approval or formal written amendment to this Development Agreement. In any event, Administrative Amendments will be deemed approved upon the issuance of the applicable building permit if not covered by a specific, separate approval or a written

amendment to this Agreement. Amendments to an approved PMP shall be governed by and processed in accordance with the provisions of Section 11-18-108(k).

11.2.3 Effect of Amendment. Any amendment to this Agreement shall be operative only as to those specific portions of this Agreement expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

11.3 Right of Developer to Pay for Dedicated Outside Consultant to Assist in Permit Review and Inspection. The City agrees that the following special provisions are appropriate to allow development to proceed in the Property at an appropriate pace while also limiting the City's need to expand its full-time staff to meet temporary requirements: If a temporary backlog in the processing of applications within the City occurs and Developer offers to pay to the City the full cost of providing one or more qualified outside development application, construction application, subdivision and/or building permit reviewers on a temporary basis, the City, with the approval of Developer, may retain the services of qualified outside development application, construction application, subdivision and/or building permit reviewers as may be necessary to process subdivision and permit applications for development in the Property. The reviewer or reviewers shall be dedicated exclusively to review the development applications, construction applications, subdivision and/or building permit applications for development in the Property, and Developer shall receive a credit against review and permit application fees otherwise payable for development activity reviewed by the dedicated reviewer or reviewers. In the event the City determines to utilize such outsourcing, the Developer will deposit in advance with the City the City's reasonable estimated cost differential between outsourcing and routine in-house review of the application, and upon completion of the outsourcing services shall immediately pay or receive credit for any differential in the actual costs incurred by the City to obtain outside or overtime review of any submitted plats, drawings and supporting materials. The City's obligation to complete the review process as outlined above is subject to the Developer and/or Developers' submittal, in a timely manner, of a complete application including all the necessary data, drawings and engineering that is required by the City to complete the review process.

11.4 Separate Permitting. The City agrees that Developer may apply for building permits and be issued separate grading and excavation, footings and foundation and general building permits for Projects within the Property, which the City will use their reasonable efforts to process.

11.5 Phasing. The Project may be developed in phases, each of which may consist of one or more specific real estate products addressing one or more segments of the real estate market so long as they are in compliance with the terms of this Agreement and the applicable



provisions of the Ordinance and Land Use Regulations; and each phase provides for the logical extension of infrastructure and utilities through the Project as approved by the City.

12. Assignment Provisions.

12.1 Binding Effect. This Agreement shall be binding on the successors and assigns of the Developer in the ownership or development of any portion of the Property.

12.2 Transfer of the Property. Developer shall be entitled to transfer any portion of the Property subject to the terms of this Agreement upon written notice to the City. Developer also shall be entitled to transfer Developer's entire remaining interest in the Property subject to the terms of this Agreement with the approval of the City, such approval not to be unreasonably withheld. In the event of any such complete transfer of Developer's interests in the Property, the transferee shall be deemed to be Developer for all purposes under this Agreement with respect to that portion of the Property transferred. This Agreement shall not restrict a change in the control of Developer.

12.3 Release of Developer. In the event of a transfer of all of the remaining portion of the Property, Developer shall obtain an assumption by the transferee of the Developer's obligations under this Agreement, and, in such an event, the transferee shall be fully substituted as Developer under this Agreement and the Developer executing this Agreement shall be released from any further obligations with respect to this Development Agreement.

12.4 Obligations and Rights of Mortgage Lenders. Developer may finance the Property, or any portion thereof, and may execute one or more mortgages, deeds of trust or other security arrangements with respect to the Property and may assign this Development Agreement to a holder of any such financial instrument without prior written notice to or consent of the City. The holder of any mortgage, deed of trust, or other security arrangement with respect to the Property, or any portion thereof, shall not be obligated under this Agreement by virtue of such assignment to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to the Property or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take the Property, or such portion thereof, subject to all requirements and obligations of this Agreement and any pro rata claims for payments or charges against the Property, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by

this Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder shall be subject to all of the terms and conditions of this Agreement, including the obligation to complete all required amenities and improvements. Additionally, nothing herein shall be so construed as to prohibit a mortgage or deed of trust holder from providing security for the standard installation of development improvements pursuant to standard City practice.

13. Review, Default, Termination and Disputes.

13.1 Periodic Review. The City may initiate a formal review of progress pursuant to this Agreement from time to time to determine if there has been demonstrated compliance with the terms hereof. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms hereof, this Agreement may be revoked or modified by the City in accordance with the provisions of this Agreement, after a public hearing which has been noticed by publication, and for which notice has been expressly provided to Developer. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a breach of this Agreement by Developer or City. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder shall be subject to all of the terms and conditions of this Agreement, including the obligation to complete all required amenities and improvements.

13.2 Default.

13.2.1 Events of Default. Developer is in default under this Agreement upon the happening of one or more of the following events or conditions.

13.2.1.1 If a warranty, representation or statement made or furnished by Developer to the City is false or proves to have been false in any material respect when it was made.

13.2.1.2 A finding and determination made by the City that, upon the basis of substantial evidence, Developer has not complied in good faith with one or more of the terms or conditions of this Agreement.

13.2.1.3 Any other event, condition, act or omission which materially interferes with the intent and objectives of this Agreement.



13.2.1.4 Developer shall have failed to submit at least one complete development or construction application within the five (5) year period after execution of this Development Agreement.

13.2.2 Procedure Upon Default.

13.2.2.1 After the occurrence of a default under Section 13.2.1, the City Council may exercise a right to declare an "Event of Default" by authorizing the City to give Developer written notice specifying the nature of the alleged default and, when appropriate, the manner in which the Event of Default must be satisfactorily cured. Developer shall have ninety (90) days after receipt of written notice to cure the Event of Default. After proper notice and expiration of the ninety (90) day cure period without cure, City may terminate or amend this Agreement by giving written notice in accordance with the procedure adopted by the City. Failure or delay in declaring or giving notice of an Event of Default shall not constitute a waiver of any default by Developer under Section 13.2.1, nor shall it change the time of such default. Notwithstanding the ninety-day cure period provided above, in the event more than ninety days is reasonably required to cure an Event of Default and Developer, within the ninety-day cure period, commences actions reasonably designed to cure the Event of Default, then the cure period shall be extended for such additional period as Developer is prosecuting those actions diligently to completion. Any exercise by the City of a termination right after notice and opportunity to cure shall be subject to the provisions of Section 13.3 below.

13.2.2.2 City does not waive any claim of default in performance by Developer, if on periodic review the City does not propose to modify or terminate this Agreement.

13.2.2.3 Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes there for, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default.



13.2.2.4 All other remedies at law or in equity which are not inconsistent with the provisions of this Agreement are available to the parties to pursue in the event there is an uncured Event of Default.

13.3 Termination.

13.3.1 Termination Upon Completion of Development. This Agreement may be terminated by agreement of both parties that "Completion of Development" (defined below) has occurred and the last to be satisfied of the Developer's and the City's obligations under this Agreement have been satisfied (except those obligations of the parties which expressly survive the termination of this Agreement as provided below). The phrase "Completion of Development" means that (i) all of the Projects within the Property have been fully completed (or permits have been issued for the construction of any such improvements that have not been fully completed), and (ii) all public dedications identified and completed within the Property have been identified and preserved with restrictive covenants, plat restrictions, conservation easements or other similar instruments. In the event either party believes the requirements of this Section for termination of the Agreement have been met, the party may give to the other party a notice of Completion of Development. The party receiving the notice may disagree with the position of the party giving the notice of Completion of Development by giving a written objection within thirty (30) days after the notice of Completion of Development is received. When the parties are in agreement that requirements of this Section have been met, the City shall record a notice that the Agreement has been terminated (other than the obligations of the parties which expressly survive the termination of this Agreement) by agreement of the parties upon Completion of Development as contemplated by this Section.

13.3.2 Termination before Completion of Development.

13.3.2.1 This Agreement shall terminate at the end of its Term unless the Term is extended by the City Council as a Substantial Amendment.

13.3.2.2 This Agreement shall be subject to termination by the City Council prior to Completion of Development when an Event of Default by Developer remains uncured after notice and opportunity to cure as provided in this Article 13. The termination of this Agreement shall be exercised by the City Council after written notice to all owners of the remaining undeveloped land within the Property and after a public hearing providing an opportunity of all such parties to be heard on the appropriateness of termination.

13.3.2.3 In the event of a termination pursuant to this Section 13.3.2, the City shall record a notice against the remaining undeveloped land within the Property indicating that the Agreement has been terminated that further development activity shall be governed by the terms of the Ordinance as it then exists and is thereafter amended from time to time.

13.3.3 Effect of Termination on Future Land Uses.

13.3.3.1 Notwithstanding the termination of this Agreement for any reason, any portion of the Property that is improved in accordance with this Agreement and the site plan and subdivision and other approvals contemplated hereby shall be entitled to be used and improved, and any improvements located or permitted to be located thereon at the time of termination shall be entitled to be constructed, used, remodeled and reconstructed in accordance with the provisions of this Agreement. The foregoing provisions shall apply even if such use or improvements authorized by this Agreement do not conform to the requirements of otherwise applicable Farmington City laws and regulations at the time; provided, however that if any such use does not conform with the then applicable use provisions of the Ordinance, the use shall be subject to termination under any applicable non-conforming use provisions of then applicable law.

13.3.3.2 Notwithstanding the termination of this Agreement for any reason, any portion of the Property that is the subject of a pending or approved application for a development or construction approval shall be entitled to be processed, approved or not approved, used and improved, and any improvements located or permitted to be located thereon at the time of termination shall be entitled to be constructed, used, remodeled and reconstructed in accordance with the provisions of this Agreement provided the owner of the portion of the Property that is the subject of the application proceeds in a commercially reasonable manner to finalize necessary approvals and thereafter proceeds in a commercially reasonable manner to commence and complete the improvements required by the application. The foregoing provisions shall apply even if such use or the improvements authorized by this Agreement do not conform to the requirements of otherwise applicable Farmington City laws and regulations at the time.

13.3.3.3 The benefits extended by the preceding two subsections shall apply to the uses (subject to non-conforming use termination provisions of then applicable law) and structures permitted at the time of the termination to be constructed on parcels approved and subdivided under those subsections,



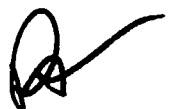
regardless of when an application for a building permit is submitted for structures on any such parcel.

13.3.3.4 Developer does not waive any rights Developer may have to assert the vested right to develop the Property after the expiration of the Development Agreement under then applicable laws or regulations.

13.3.4 Effect of Termination on Developer Obligations. Termination of this Agreement as to any Developer of the Property or any portion thereof shall not affect any of such Developer's obligations to comply with the terms and conditions of any applicable zoning, or subdivision plat, site plan, building permit, or other land use entitlements approved with respect to the Property, nor shall it affect any other covenants or any other development requirements specified or created pursuant to this Agreement. Termination of this Agreement shall not affect or invalidate in any manner the following specific obligation of Developer, which shall survive the termination of this Agreement: the obligation of Developer to complete any improvements covered by any issued permit (including permits issued after the termination of this Agreement based on vested applications or the provisions of Section 13.3.3).

13.3.5 Effect of Termination on the City Obligations. Upon any termination of this Agreement, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this Agreement shall no longer be vested by reason of this Agreement with respect to the remaining undeveloped land within the Property except to the extent set forth in Section 13.3.3. The remaining undeveloped land within the Property may thereafter be subject to then existing planning and zoning law to the extent not inconsistent with Section 13.3.3. Upon such a termination, the City shall no longer be prohibited by this Agreement from making any changes or modifications to such entitlements or fees applicable to such undeveloped portions of the Property subject to the effect of Section 13.3.3. The City shall remain obligated after termination of this Agreement to recognize and apply the provisions of Section 13.3.3, which incorporates the use, density, development standards and configuration contained in this Agreement under the circumstances described therein.

13.3.6 Damages upon Termination. Except with respect to just compensation and attorneys' fees under this Agreement and the enforcement of the terms hereof, Developer shall not be entitled to any damages, including consequential or punitive damages against the City upon the unlawful termination of this Agreement.



13.3.7 Survival of Provisions. The following provisions of this Agreement (and any provisions referred to therein or otherwise necessary for the interpretation thereof) shall survive the termination hereof: Articles 11, 12, 13, 14 and 15.

13.4 Disputes. In the event that a dispute arises in the interpretation or administration of this Agreement or if the default mechanism contained herein shall not resolve a default under this Agreement, then prior to taking any action to terminate this Agreement and subject to the right of the City to exercise enforcement of its police powers in the event Developer is in direct violation of a provision of this Agreement or of any otherwise applicable law or regulation not in conflict with this Agreement, every continuing dispute, difference, and disagreement shall be referred to a single mediator agreed upon by the parties, or if no single mediator can be agreed upon, a mediator or mediators shall be selected from the mediation panel maintained by the United States District Court for the District of Utah in accordance with any designation process maintained by such court. The parties shall mediate such dispute, difference, or disagreement in a good faith attempt to resolve such dispute, difference or disagreement. The mediation shall be non-binding.

13.5 Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement; or to obtain any remedies consistent with the purpose of the Agreement. Legal actions shall be instituted in the Second Judicial District Court of the County of Davis, State of Utah.

13.6 Other Enforcement Provisions. The parties to this Agreement recognize that the City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance with the terms of this Agreement. In the event that Developer or any user on the subject property violates the rules, policies, regulations or ordinances of the City or violates the terms of this Agreement, the City may, without seeking an injunction and after thirty (30) days written notice to correct the violation, take such actions as shall be deemed appropriate under law until such conditions have been honored by Developer. The City shall be free from any liability arising out of the exercise of its rights under this paragraph.

14. Relationship of the Parties; Hold Harmless; Release.

14.1 Relationship of Parties. The contractual relationship between the City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that: (a) Park Lane Commons is a private development; (b) City has no interest in or



responsibilities for or duty to third parties concerning any improvements to the Property unless the City accepts dedication, ownership or maintenance of the improvements pursuant to a specific written agreement or recordation of a plat containing such a dedication; and (c) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

14.2 Hold Harmless.

14.2.1 Agreement of Developer. Developer agrees to and shall hold the City, its officers, agents, employees, consultants, attorneys, special counsel and representatives harmless from liability for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the Property or the actions of Developer taken pursuant to or the failure of Developer to comply with the terms of this Development Agreement. Any such action shall be referred to as an "indemnified claim." Developer agrees to pay all costs for the defense of the City and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any indemnified claim. This hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this section regardless of whether or not the City prepared, supplied or approved this Agreement, plans or specifications, or both, for Park Lane Commons or any Project. City may make all reasonable decisions with respect to its representation in any legal proceeding relating to an indemnified claim.

14.2.2 Exceptions to Hold Harmless. The agreements of Developer in Section 14.2.1 shall not be applicable to (i) any claim arising by reason of the negligence or intentional actions of the City, or (ii) any claim reserved by Developer for itself or any owner of any portion of the Property under the terms of this Agreement for just compensation or attorney fees.

14.2.3 Hold Harmless Procedures. The City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than 10 days after the assertion or commencement of the claim, demand, action or proceeding. In the event any such notice is given, the City shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.



15. General Terms and Conditions.

15.1 Agreements to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A-2 attached hereto. The agreements contained herein shall be deemed to run with the land and shall be binding on all successors in the ownership of the Property.

15.2 Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits and protecting any compelling, countervailing public interest while providing reasonable assurances of continuing vested development rights. The vested rights granted in this Agreement and the rights that survive the termination of this Agreement shall be construed to be in addition to any vested rights, nonconforming use or improvement rights or other similar rights granted by applicable law.

15.3 Laws of General Applicability. Where this Agreement refers to laws of general applicability to the Property and other properties, this Agreement shall be deemed to refer to other developed and subdivided properties in Farmington City, Utah.

15.4 State and Federal Law. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

15.5 No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. No officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the City by making any promise or representation not contained herein.

15.6 Entire Agreement. Except as specifically stated, this Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

15.7 Attorneys Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or



other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

15.8 Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the City:

Farmington City
Attn: Dave Millheim, City Manager
160 South Main
Farmington, UT 84025
To Developer:

Farmington Square, LLC
Attn: Scott Harwood & Richard A Haws
1200 West Red Barn Lane
Farmington, UT 84025

With copies to:

Jason K. Nelsen
Nelsen Law Offices, P.C.
1638 N. Washington Blvd; Ste. 208
North Ogden, UT 84404

15.9 Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

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

| | |
|---------------|-------------------------|
| Exhibit "A-1" | Depiction of Property |
| Exhibit "A-2" | Description of Property |
| Exhibit "B" | Project Master Plan |



Exhibit "C"

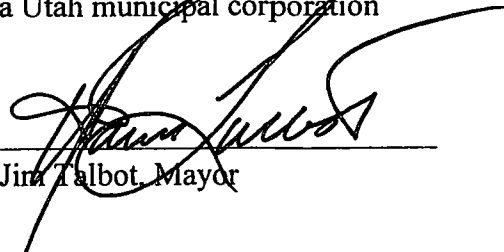
Pylon Signage Plan

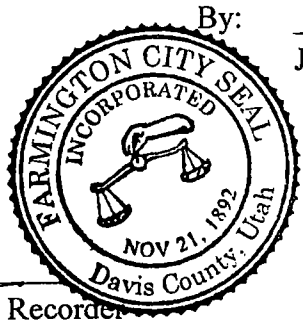
15.11 Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

IN WITNESS WHEREOF, this Agreement has been executed by Farmington City, acting by and through the City Council of Farmington City, Davis County, State of Utah, pursuant to Ordinance No. _____, authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.




FARMINGTON CITY,
a Utah municipal corporation

By: 
Jim Talbot, Mayor

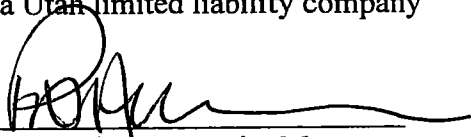


ATTEST:


Holly Gadd, Farmington City Recorder

DEVELOPER:

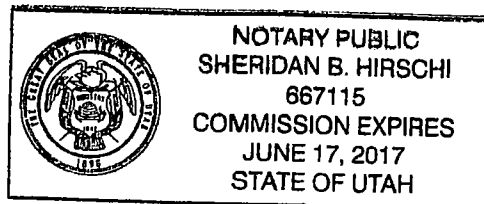
FARMINGTON SQUARE, LLC,
a Utah limited liability company

By: 
Richard A. Haws, its Manager

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

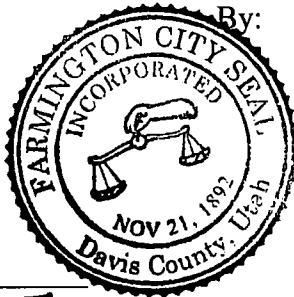
On the 20 day of June, 2014, personally appeared before me Richard A. Haws, who being duly sworn, did say that he is the Manager of Farmington Square, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said corporation and said Richard A. Haws duly acknowledged to me that he executed the same for the purposes therein stated.


NOTARY PUBLIC



FARMINGTON CITY,
a Utah municipal corporation

By: *Jim Talbot*
Jim Talbot, Mayor



ATTEST:

Holly Gadd
Holly Gadd, Farmington City Recorder

DEVELOPER:

FARMINGTON SQUARE, LLC,
a Utah limited liability company

By: *Richard A. Haws*
Richard A. Haws, its Manager

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On the 20 day of June, 2014, personally appeared before me Richard A. Haws, who being duly sworn, did say that he is the Manager of Farmington Square, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said corporation and said Richard A. Haws duly acknowledged to me that he executed the same for the purposes therein stated.

Sheridan B. Hirschi
NOTARY PUBLIC

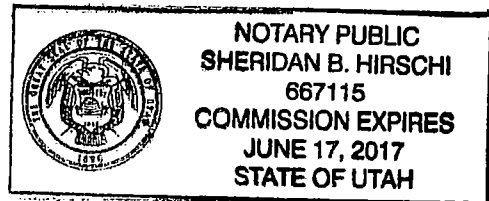


Exhibit A-1

Park Lane Commons
 Farmington, Utah
 MAY 2014

PARK LANE
 COMMONS

PROJECT SUMMARY

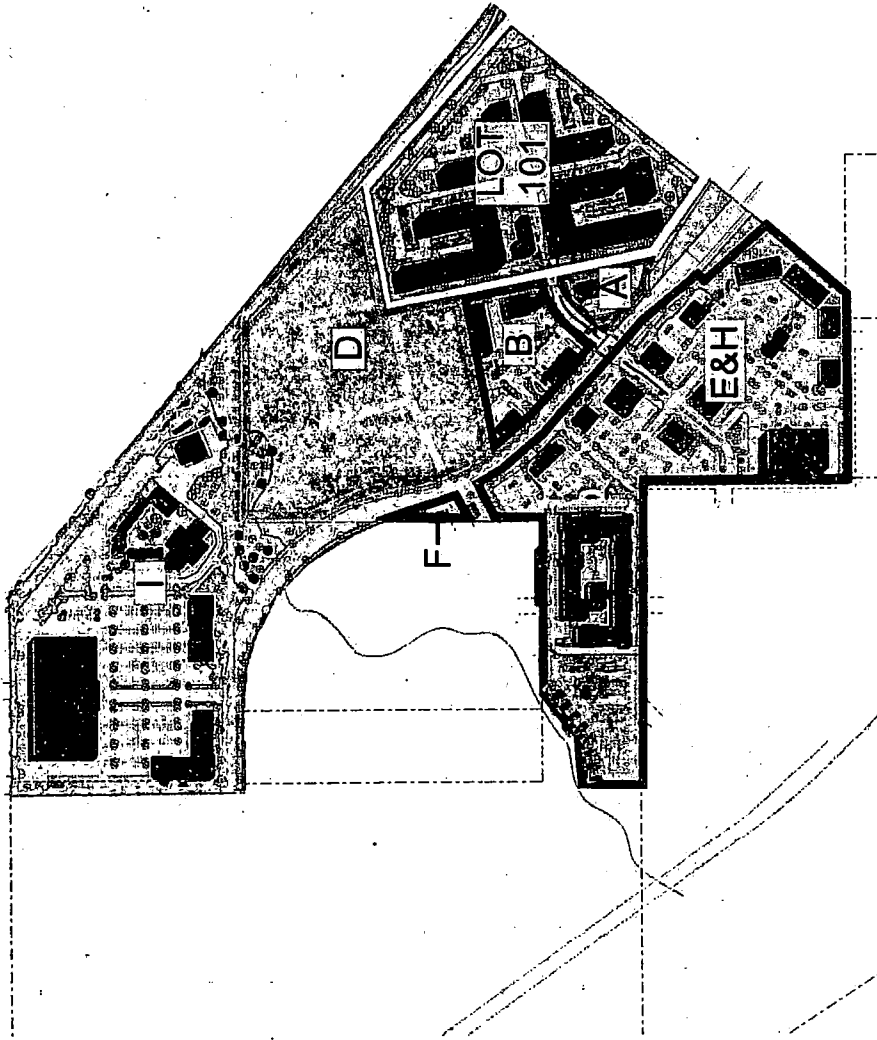
| AREA | USE |
|---------|------------|
| LOT 101 | TMU |
| D | TMU |
| B | TMU |
| A | TMU |
| F | GMU |
| E&H | GMU |
| I | OMU |
| IIII | OPEN SPACE |

* OPEN SPACE RELATED TO CREEK AND TRAIL IMPROVEMENTS. SEE DEVELOPMENT AGREEMENT

2810052
 BK 6046 PG 1004

THE HAWS
 CONSULTANTS
 COMPANIES

ARCHITECTURAL
NEXUS



> EXHIBIT A-1

Exhibit A-2

EXHIBIT A-2 – Legal Descriptions

All of Parcels A, F and B, PARK LANE COMMONS, according to the Official Plat thereof, recorded in the Office of the County Recorder of DAVIS County, State of Utah.

All of Parcels E & H, PARK LANE COMMONS PARCELS E AMENDED AND H, according to the Official Plat thereof, recorded in the Office of the County Recorder of DAVIS County, State of Utah.

PARCEL I - Beginning in the North line of Burke Lane at the Southwest corner of Lot 1, Block 34, Big Creek Plat, Davis County Survey, and running thence North 40 Rods, thence East 35.5 Rods, M/L, to the W'LY line of a Railroad Right of Way; thence SE'LY 834 ft., M/L, ALG SD Railroad, thence South 9 Rods to the N line of SD lane; thence West 82 Rods; M/L, to the POB. Containing 16.19 acres.

08-060 -
0004

Exhibit B

Exhibit B
PMP

6-3-2014

Project Master Plan (PMP)

Project Master Plan (PMP) – Project Summary

Project Master Plan (PMP) – Narrative and Graphic Submittals

Attachment 1 – PMP Narrative

Attachment 2-1 “Potential Access Points and Off-Site-Improvements”

Attachment 2-2 “Roadway Functional Classification”

Attachment 2-3 “Potential Multi-Modal Connections”

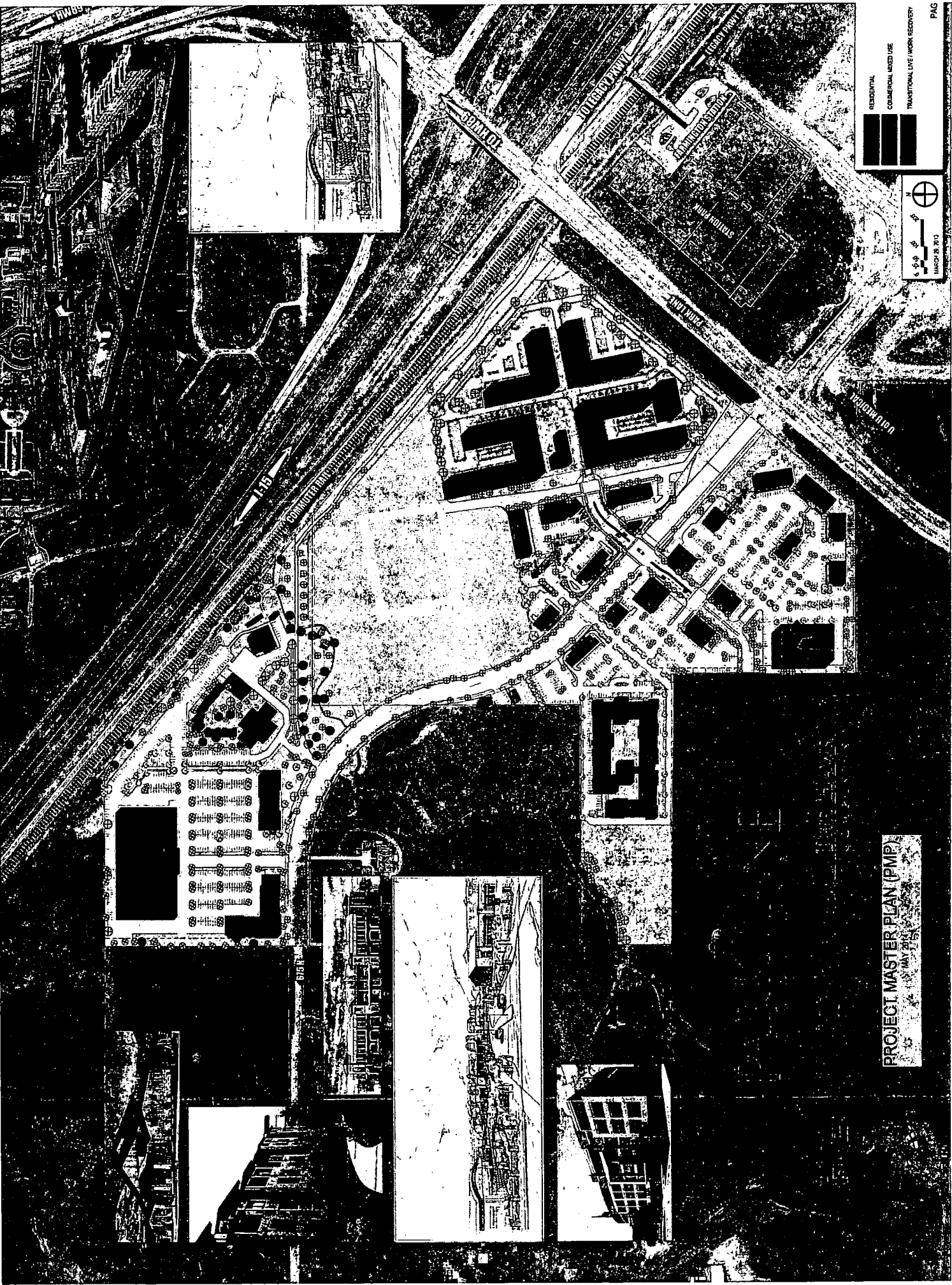
Attachment 2-4 “Grand Ave. Pedestrian Oriented Experience”

Attachment 2-5 (a) “Previous Regulating Plan – Pre – June 3, 2013”

Attachment 2-5 (b) “Amended Regulating Plan – Approved June 3, 2013”

Attachment 2-5 (c) “Project Master Plan(PMP) with Regulating Plan Overlay”

Attachment 3 - Storm Water Study and Conceptual Utility Analysis and Plan



PROJECT MASTER PLAN (PMP)
100
MAY 2011

RESIDENTIAL
COMMERCIAL MIXED USE
TRANSITIONAL LIFE / WORK RECOVERY

100
MAY 2011

PAG



PARK LANE
COMMONS

STATION PARK

U of U
MEDICAL

HWY-89

LEGACY PKWY

SHEPARD LANE INTERCHANGE

© 2009 GOOGLE EARTH

Park Lane Commons
 Farmington, Utah
 MAY 2014

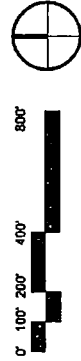
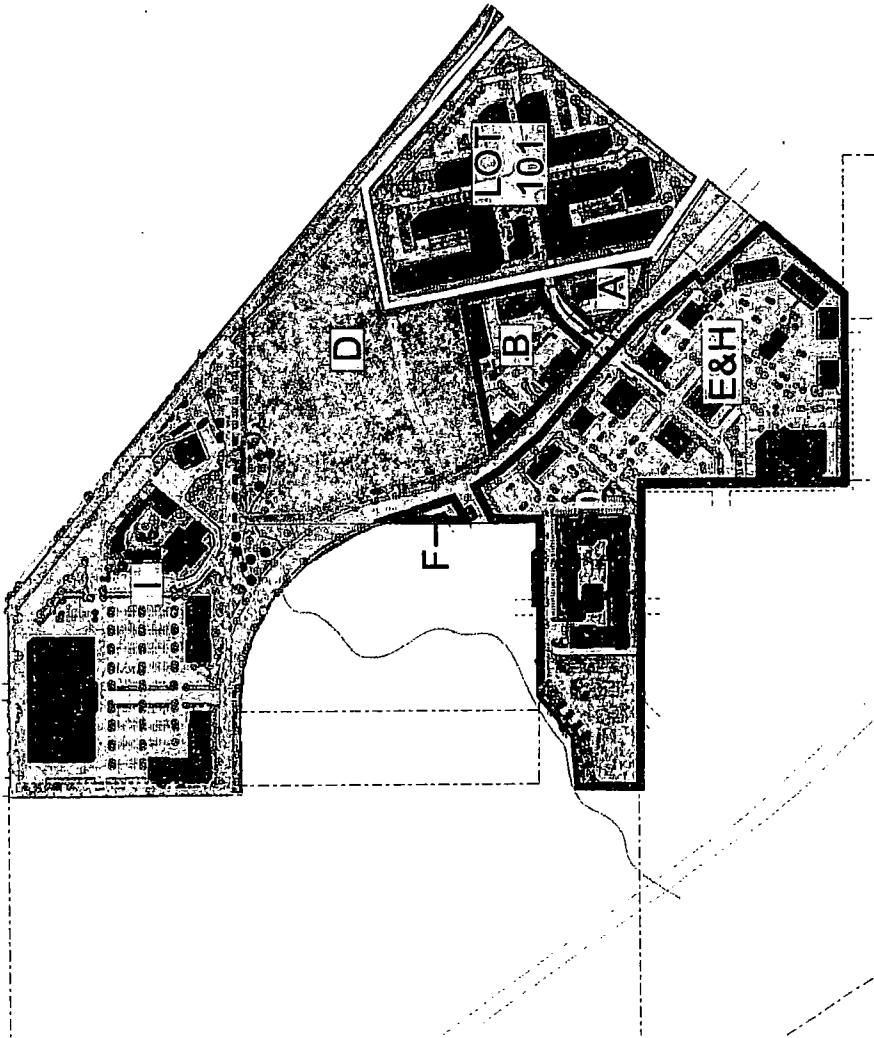


PROJECT SUMMARY

| AREA | USE |
|---------|-------------|
| LOT 101 | TMU |
| D | TMU |
| B | TMU |
| A | TMU |
| F | TMU |
| E&H | GNU |
| I | GNU |
| | GNU |
| | OPEN SPACE* |

* OPEN SPACE RELATED TO CREEK
 AND TRAIL IMPROVEMENTS, SEE
 DEVELOPMENT AGREEMENT

2810052
 BK 6046 PG 1011



> PMP - PROJECT SUMMARY

Attachment 1



Park Lane Commons

Project Master Plan (PMP) Narrative Submittal

Date: June 23, 2014

Project: Park Lane Commons

Developer: The Haws Companies

This submission is being made under the "Alternative Approval Process; Development Agreement" outlined by the Farmington City Zoning Ordinance section 11-18-114 and as allowed and provided for under prior agreements between the Parties. This is a "Project Master Plan" as outlined by Section 11-18-108 of the Zoning Ordinance. The intent of this submission is to define the uses and their relationships to adjacent areas. This area is known as Park Lane Commons.

1. Descriptions of land use concepts; square footage ranges and general location/distribution; parking concept; public and private open space concept; on site circulation of primary auto, bicycle, pedestrian and transit connections within the area and connections to other areas.

Park Lane Commons will be a mixed-use development. It will incorporate retail, restaurants, entertainment, office, residential, and recovery/wellness campus uses within the TMU, GMU, and OMU Zones. The building envelopes, layouts, and architectural character as defined on the accompanying exhibits establish the basic substance of these uses and general distribution with the intent that flexibility of layout and distribution is expected. The overall site area affected by this Project Master Plan is as illustrated and described in the Development Agreement. The site planning of the development depends on the building footprints defining the circulation paths and public spaces intended to make this a unique place.

1.1. Land Use Concepts. Park Lane Commons will be a themed mixed-use development within the TOD Mixed-Use zone. It is anticipated that the mix, density and location of uses are as follows:

1.1.1. Park Lane Commons

- 1.1.1.1. Area Lot 101 (TMU Zone) [Controlled by existing PMP]
- 324 residential apartment complex.
- 1.1.1.2. Area D (TMU)
- To have a separate PMP for developing this area.
- 1.1.1.3. Area B (TMU)
- A mixed use commercial area with retail, office, medical, restaurant, convenience food and services.
- 1.1.1.4. Area A (TMU)
- A mixed use commercial area with retail, medical, office, restaurant, convenience food and services.
- 1.1.1.5. Area F (GMU)
- A mixed use commercial area with retail, office, restaurant, medical, convenience food and services.
- 1.1.1.5. Area E&H (GMU)
- A mixed use commercial area with retail, office, motel, restaurant, residential, medical, assisted living, education, convenience food and other related uses as allowed by the Ordinance.
- 1.1.1.6. Area I (OMU)
- A mixed use commercial area with medical, office, restaurant, medical, elderly care facilities, life skills and addiction recovery facilities, educational & training facilities, motel, assisted living, retail and other uses allowed by the Ordinance.
- 1.1.1.7. Area OS
- A 50 ft. area each side of centerline of Shepard Creek to provide for the construction of a pedestrian trail.

1.2. Structures. Structures are currently planned to be one story up to four stories in massing with multiple varied building types, the height may be increased as allowed under the Ordinance. Major structures will be oriented in a manner designed to balance vehicular and pedestrian use, with parking oriented in the front of structures as generally illustrated on the Site Plan. Building forms will define streets, pedestrian pathways, open

space, and plaza areas. Building entrances will be located to address street sidewalks and/or intuitive pedestrian pathways throughout the development including access to parking and drop-off zones attending to the needs of a vigorous and eclectic group of users creating a sustainable development. Building groupings and overall massing will create a connected neighborhood fabric with a variety of building forms, sizes, and shapes resulting in a synergy of development depending on tenant type and overall demand. Developer may develop the site in one or more Projects or phases. Park Lane Commons will be a Themed Mixed-Use development.

1.3. **Parking Concept.** Parking will largely be balanced to service the various uses within the mix of uses, but due to the location of the structures and street design will appear visually staggered as generally illustrated on the Site Plan, organized with regards to location and size to serve the building groupings, while simultaneously creating a sense of convenience for the visitors and district residents/occupants. The overall parking ratio on the project is targeted to be as provided for under this Agreement. Developer shall not be required to install structured parking, but shall be permitted to do so. Developer will encourage a sharing of parking with various uses that will allow shared parking, as for restaurants and heavy parking users, parking will increase to accommodate their demand.

1.4. **Public Open Space Concept.** There will be several different types of public spaces created as a result of the building massing, circulation spines, UTA rail commuter line, landscaping and other public amenities. The mix of uses will have public plazas and gathering areas that will encourage walk-ability to the UTA station along with Station Park. Public areas will be created in the project that (a) invite lingering, people-watching and facilitate a walkable connection to mass transportation and retail and entertainment provided at Station Park, (b) promote and enable unstructured and structured activities, and (c) enhance pedestrian circulation within the Themed Mix Use area.

1.5. **Circulation Systems.** The project design will create the opportunity to combine the convenience of vehicular traffic with pedestrian use so as to encourage walking throughout the Themed Mix Use area. Park Lane Commons will be designed to allow for ease of movement within the area bounded by the UTA station, Park Lane, Station Parkway and the 1-15 /Legacy Highway corridor. The Site Plan illustrates the general location of significant roadways on site. Additional roads may be added as the Project is refined.

2. Preliminary transportation analysis that addresses roadway network design and modal split.

2.1. Transportation Systems. An engineering firm has been retained to provide an initial transportation evaluation of the Park Lane Commons Development. The following is an overview of the key transportation issues associated with the Park Lane Commons Development.

2.1.1. Major Transportation Facilities. The site is conveniently located in close proximity to Interstate 15, Highway 89 and the future Legacy Highway. In addition the site has frontage along both Park Lane, Station Parkway, Grand Avenue and I-15. Park Lane, a major arterial, is an improved five lane facility along the site's frontage. Station Parkway, a major collector, is a three lane facility along the interior of the Project Site and provides frontage, with enough right of way to accommodate on street parking or expanded lanes in the future. It is anticipated that there will be a landscaped pedestrian walkway adjacent to or incorporated into Station Parkway and Grand Avenue. The Legacy Highway project and the UTA commuter rail station has been completed and is within walking distance to Park Lane Commons. Access to/from the Legacy Highway has been provided through modifications to the Park Lane interchanges with I-15 and Highway 89. The site is also be extremely well served by transit, with both the UTA commuter rail station and bus transit providing convenient on-site access for patrons of Park Lane Commons.

2.1.2. Vehicular Access. Vehicular access to the site is provided by one access location on Park Lane and four to eight access locations on Station Parkway. It is anticipated that the majority of the site traffic will use the access on Park Lane as it will provide patrons of the center the most convenient access to I-15, Highway 89 and Legacy Highway. Attachment "2-1" attached hereto and incorporated herein by this reference illustrates the proposed access locations on Park Lane and Station Parkway. The access off of Park Lane is signalized; the access on Station Parkway at Grand Avenue will be signalized as it is warranted and constructed by the City.

2.1.3. Potential Off-site Improvements. Attachment "2-1" also illustrates the proposed off-site transportation. Frontage Improvements are proposed along Station Parkway, Grand Avenue, and Broadway.

2.1.3.1 Station Parkway Improvements. Access off of Station Parkway shall be permitted as generally illustrated in Attachment 2-1.

2.1.3.2 Red Barn Lane Improvements. Developer has made improvements to Red Barn Lane as provided for in previous agreements with the City. The road shall be further improved to Point A illustrated on Attachment 2-1 to city standards as provided for in this Agreement.

2.1.3.3. Conceptual Transportation Systems Plans. See Attachments "2-1," "2-2" and "2-3" attached hereto and incorporated herein by this reference.

3. Major storm water drainage and management, water quality systems, major utilities, open space or land use issues; discussion of how such issues will be addressed as development proceeds.

3.1 Storm Water Drainage and Water Quality. A master storm water drainage study design has been designed by the Developers Engineer and is incorporated and approved within this Agreement as Attachment 4, which is sufficient to consider the development of the Project(s).

3.2. Major Utilities.

3.2.1. Utility Infrastructure. Developers Engineer has been retained to provide a utility evaluation of the Park Lane Commons Development. During this initial evaluation, capacities and connection points will be determined for each underground utility. A Preliminary Utility Plan has been created for the development. This plan shows in plan view the proposed utilities and estimated sizes, in addition to connections points, service and meter location, and required infrastructure to be in compliance with the local governing district. This plan will serve as a base for the final utility drawings and will be the source for determining the final delivery of utilities to the Site.

3.2.1.1. Water. Located within Station Parkway at the intersection of Grand Avenue is a 10" culinary water line. In order to obtain water service, the project will be required to connect to this line with a 10" culinary water line, looped through the development, and re-connected back to Station Parkway. All culinary services, fire sprinkler lines, and fire hydrants will be connected from the interior looped line. All buildings within the development will have private culinary water laterals connecting into the culinary water line(s) within the public right of way. Fire Hydrants will need to be spaced through the development and be approved by the Farmington City Fire Marshall. An outside consulting firm will be retained to provide testing and analysis to determine existing fire flow, service flow, and pressure within the existing system. Upon completion of the test, the civil engineer will review and provide comment to provide a minimum system design to meet the proposed demand. Fire hydrants not located within a public right of way shall each have a dedicated water line and an easement will be dedicated to the City to allow access to each such fire hydrant if a public line. All

parking lots and driveways used as easement access points to reach fire hydrants not located within a public right of way shall be constructed to City standards.

3.2.1.2. Sewer. To meet the sewer demands, Developer has worked with Central Davis Sewer District to construct a lift station located on Station Parkway. A 10" line currently services Lot 101. There is sufficient capacity in the lift station to service the projected demand of the Park Lane Commons Development. Attachment 2 illustrates the proposed lines and points of connection. Currently a 16" line has been stubbed from the lift station to Parcel E&H, which is planned to be extended to Parcel F. Parcel I will connect to the existing line in Station Parkway. Parcels A and B will be serviced from a new line to be constructed and connected to the line servicing Lot 101. This is based upon demands related to building square footage and use. Sanitary sewer designs will need to meet minimum separation from existing utilities (10' culinary water, 6' all others) and Central Davis Sewer District Standard Specifications. Final building finished floor elevations will need to be closely reviewed to meet sanitary sewer invert elevations. Upon completion of the Preliminary Grading Plan, it will be necessary to verify adequate elevation.

3.2.1.3. Gas. An existing 8" natural gas line exists on the north side of Station Parkway. Pressures for the gas line are adequate to meet the design loads due to the proximity of a Questar District Regulator Station. Coordination with Questar will need to occur prior to construction and will be important to involve them with the preliminary utility design of each Project.

3.2.1.4. Electric. Station Parkway has an existing underground power line that serves the development area. Service for the development will be provided from the lines existing within Station Parkway. The service will be extended into the development as needed and eventually looped when determined by Rocky Mountain Power.

3.2.1.5. Phone/Data. Century Link or others will provide phone and data services for the proposed development. The location of existing service is located in the southeast corner of the proposed development. Century Link or others will engineer the proposed development when further information is provided and will loop through the development.

3.2.1.6. Comcast Cable. Comcast, a cable provider, is not available for service in the proposed area. It is currently not in their plans to expand into the area for 10-15 years. Existing roads, railroads, pipelines, etc. make it difficult to expand into the area. Service will eventually reach the area from the west.

3.2.1.7. Secondary Water. Secondary Water will need to be purchased from Weber Basin. Once a completed Utility Plan is submitted to Weber Basin, records will be reviewed to determine the water rights available and what additional shares may need to be purchased. With the construction of Station Parkway, Weber Basin constructed a 10" main line in Station Parkway, which is available for connections for each Project. Developer will work with Weber Basin in the design, purchasing of necessary water, connections and construction of Secondary Water as required for each Project within Park Lane Commons Development.

3.2.1.8. Existing Oil/Gasoline Lines through Site. Pioneer Pipeline, in association with Conoco-Phillips, operates an 8" High Pressure refined gasoline pipeline through north east end of the proposed development. The pipeline is located within a 50 foot easement. The Developer has an existing agreement with Conoco that allows for the construction of the proposed development as illustrated on Exhibit B.

3.2.1.9. Conceptual Utility Plans. See Attachments "3," "4" and "5" attached hereto and incorporated herein by this reference.

3.2.2. Grading and Drainage Design. A civil engineer has been retained to review existing and any new geotechnical studies undertaken by the Developer. In reviewing the geotechnical studies, close attention will be paid to fill requirements, groundwater levels, pavement design, over excavation, surcharging, import material, and liquefaction. Also, based upon existing and future survey information, the project developer will provide a Preliminary Grading Plan as part of the Site Plan Review. This plan will establish building finish floor elevations, preliminary storm drain plan, proposed detention pond locations, cut and fill locations, and connections to existing infrastructure.

3.2.2.1. Geotechnical Report Evaluation. Currently, the civil engineer has reviewed two reports that have been provided. First, AGECE, Preliminary Geotechnical Report, Parcel B, Farmington, Utah dated 12/5/2012 (Proj # 00115-106) and GeoDesign Inc. Preliminary Report of Geotechnical Engineering Services, Park Lane Commons, Parcel H Farmington, Utah dated 1/8/2013(Proj # CenterCal 4-10). In both, the typical soil consists of sand, silt, and clay underlain by deposits of gravel, sand, silt, and clay. Also, both reached an agreement that groundwater can be expected at approximate 5 feet in depth.

Both studies are under the assumption that lightly loaded structure can be constructed on shallow foundations and spread footings. A surcharge program may not be required at building plan locations unless subjected to high point loads. Areas of great fill in parking and road locations may want to consider applying imported fill early and allow settling over several months. Liquefaction can be expected in the area and is anticipated to be

between 2 to 6 inches during a seismic event. For building larger than two to three stories, piles and deep foundation may be required to meet design needs.

3.2.2.2. Grading and Storm Drainage. Existing storm drainage facilities exist local to the proposed development. Station Parkway consists of one storm drain line on the south side. This line is 18" in diameter and flows to the west discharging into Shepard Creek. Closer study of how these drainages will be handled by the development will be included in the proposed Grading and Drainage Design. Attachment 4 has a complete engineering review and recommendation.

4. Description of proposed development standards at the edge of the PMP to promote compatibility between the PMP and adjacent land uses.

4.1. Periphery Development. Even if the development of Park Lane Commons is initially limited to the area generally designated in the project site -streets and walkways will be built to accommodate the anticipated traffic load for the initial build out. Street locations as shown on the Regulating Plan will anticipate likely development scenarios on the adjoining properties if such properties are acquired by Developer. Project Specific Development Standards for Park Lane Commons will be utilized throughout Park Lane Commons, including areas on the periphery.

5. Sequence and timing, where known, of project construction, public land and right-of-way dedications, site infrastructure improvements, off-site infrastructure improvements, and supporting facilities.

It is contemplated that a themed mix of uses as provided for in Attachment 5, will commence within 2 years of project approval and will be built out over a period of 3 -15 years, constituting the initial phase of Park Lane Commons (the area generally designated as Areas on Parcels A, B and the frontage portion of E&H). Full build-out within the Project Site could exceed 1 million square feet, the majority being themed mix-use in nature. Infrastructure will be installed to meet the usage demands of the Project.

6. Discussion of the incorporation of existing structures, if any, in future development plans.

Lot 101 (Exhibit A-1) This area is controlled by an existing PMP and is the Park Lane Village Apartments consisting of three story apartment buildings (324 total residential units) and an associated clubhouse along with accessory carport structures. Lot 101 serves as the gateway connection/trailhead for the district pathway system including paths to the commuter rail station, Grand Avenue Promenade, the Legacy

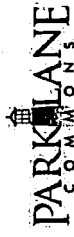
Parkway Trail system and pathways to the north. The Trail has been completed under a separate development agreement with Developer and has been accepted by the City.

Area I (Exhibit A-1) currently is occupied by accessory structures that will be incorporated into the planned mixed use commercial area as development occurs. It is anticipated that the existing buildings will be part of addiction recovery program being supported by the Developer. The use of these buildings are in compliance with the allowed uses under the Ordinance.

END OF PMP NARRATIVE

Attachment 2

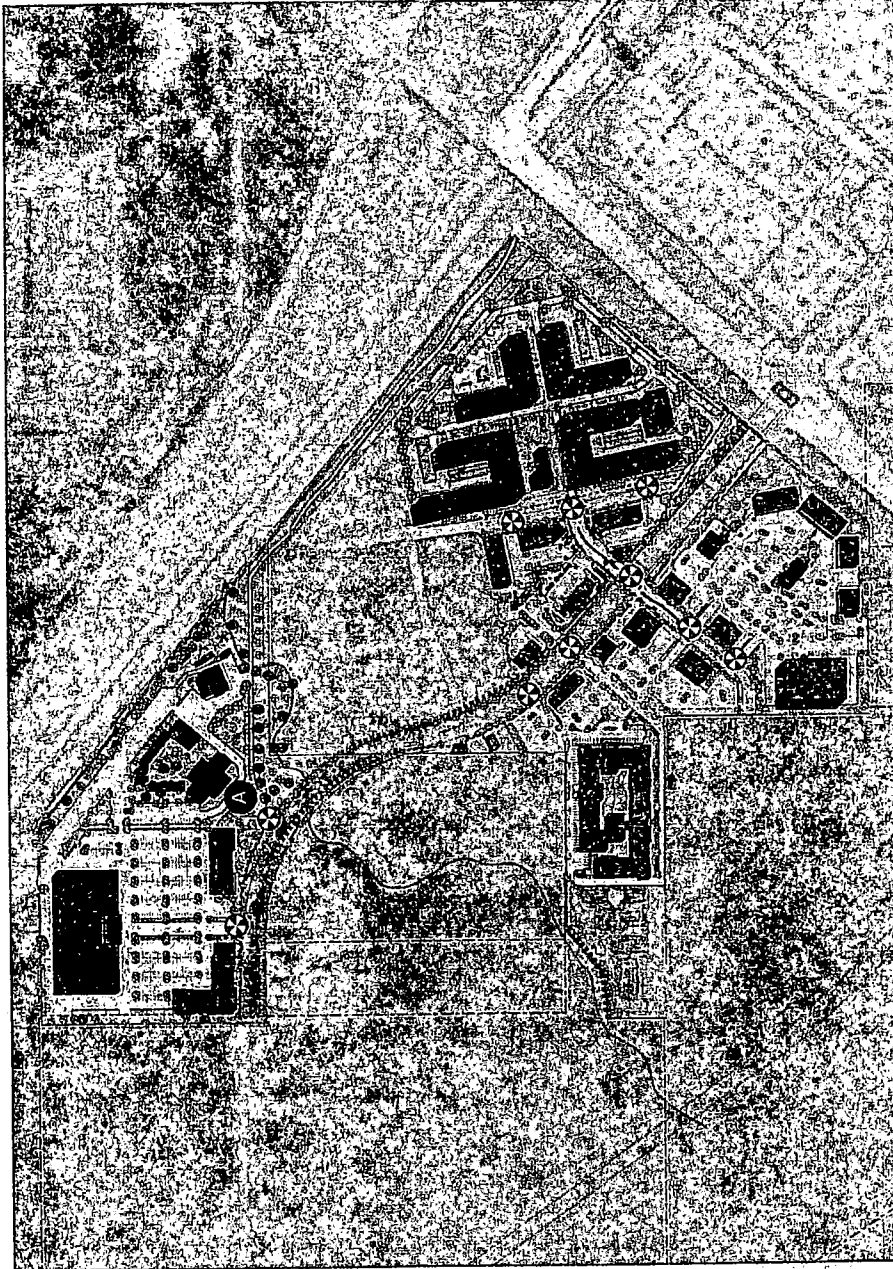
Park Lane Commons
Farmington, Utah
MAY 2014



LEGEND

- PROPOSED ACCESS
- STREET FRONTAGE IMPROVEMENTS ALONG STATION PARKWAY
- STREET FRONTAGE IMPROVEMENTS ALONG GRAND AVENUE
- STREET FRONTAGE IMPROVEMENTS ALONG BROADWAY
- STREET IMPROVEMENTS ALONG STATION PARKWAY BY OTHERS
- CREEK AND TRAIL IMPROVEMENTS PER DEVELOPMENT AGREEMENT
- POINT A

COMPLIANT WITH THE HAWKS ARCHITECTURAL COMPANIES. nexUS ARCHITECTURAL



Park Lane Commons
 Farmington, Utah
 JUNE 2014

PARK LANE
 COMMONS

LEGEND

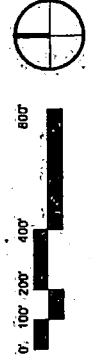
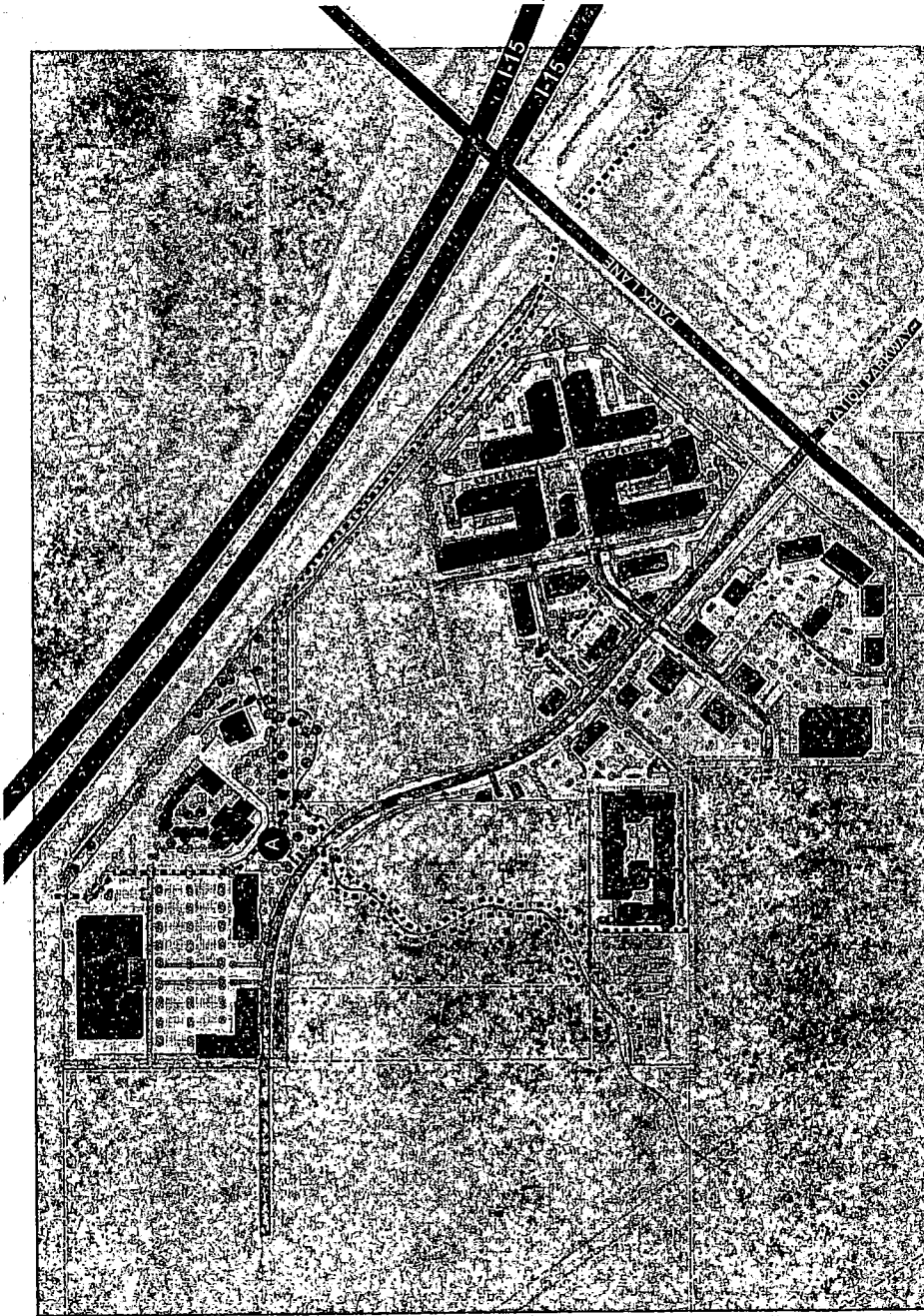
| | |
|--|-------------------------|
| | FREEWAY |
| | ARTERIAL |
| | COLLECTOR |
| | NEIGHBORHOOD ROAD/LOCAL |
| | FUTURE CONNECTION |
| | PEDESTRIAN TRAIL SYSTEM |

POINT A

• IT SHOULD BE NOTED THAT SOME STREETS WILL BE INITIALLY DEVELOPED AS "NO BUILD ZONES" UNTIL ADJACENT DEVELOPMENT CAUSES THE NEED FOR A RIGHT-OF-WAY.

2810052
 BK 6046 PG 1024

THE HAWKS
 ARCHITECTS
 COMPANIES
 ARCHITECTURAL
nexus



Park Lane Commons
 Farmington, Utah
 MAY 2014

PARK LANE
 COMMONS

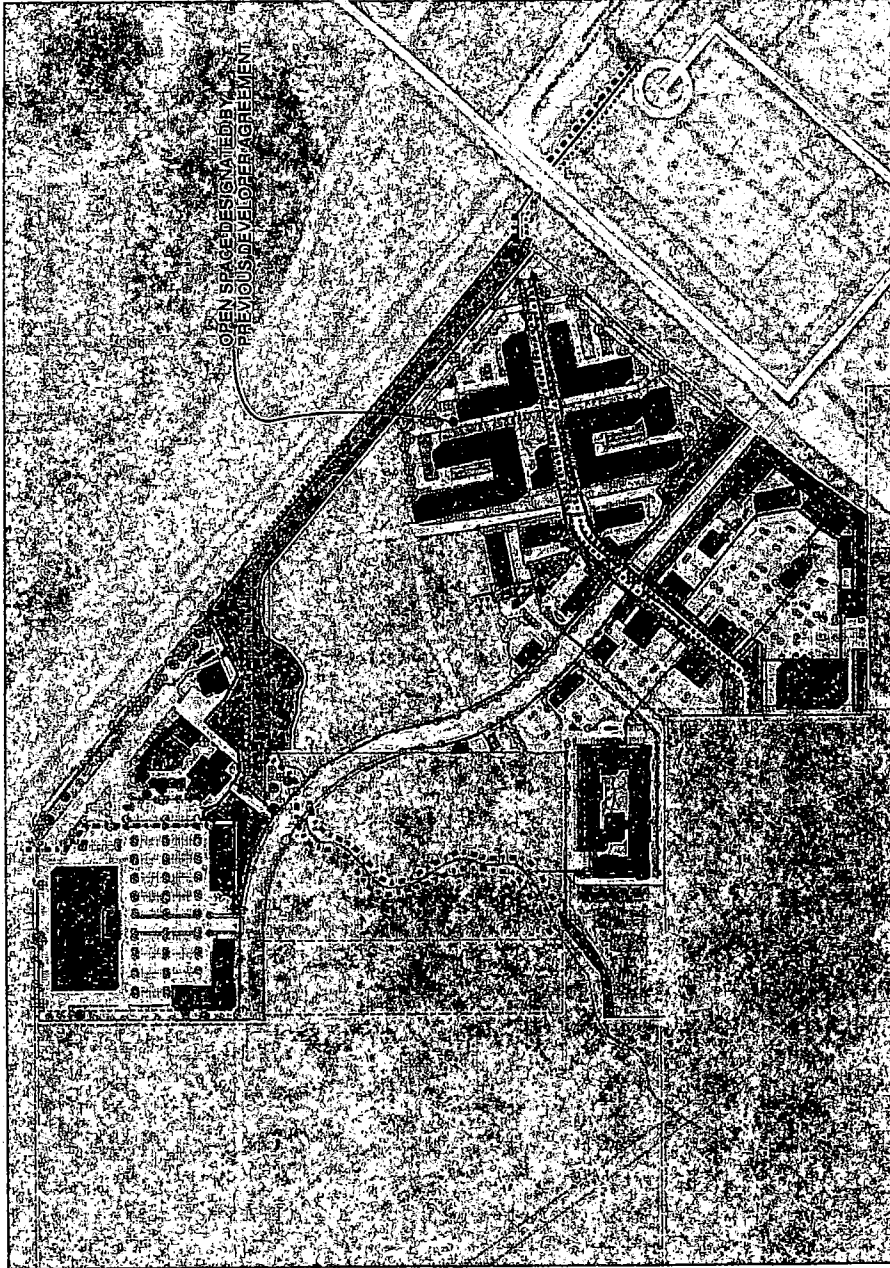
LEGEND

- PEDESTRIAN CONNECTIONS
- BICYCLE CONNECTIONS
- BUS ROUTE
- PEDESTRIAN TRAIL SYSTEM
- OPEN SPACE

ADDITIONAL OPEN SPACE WILL BE
 COMPRISED OF LANDSCAPING AROUND
 PERIMETER OF BUILDING FOOTPRINTS

2810052
 BK 6046 PG 1025

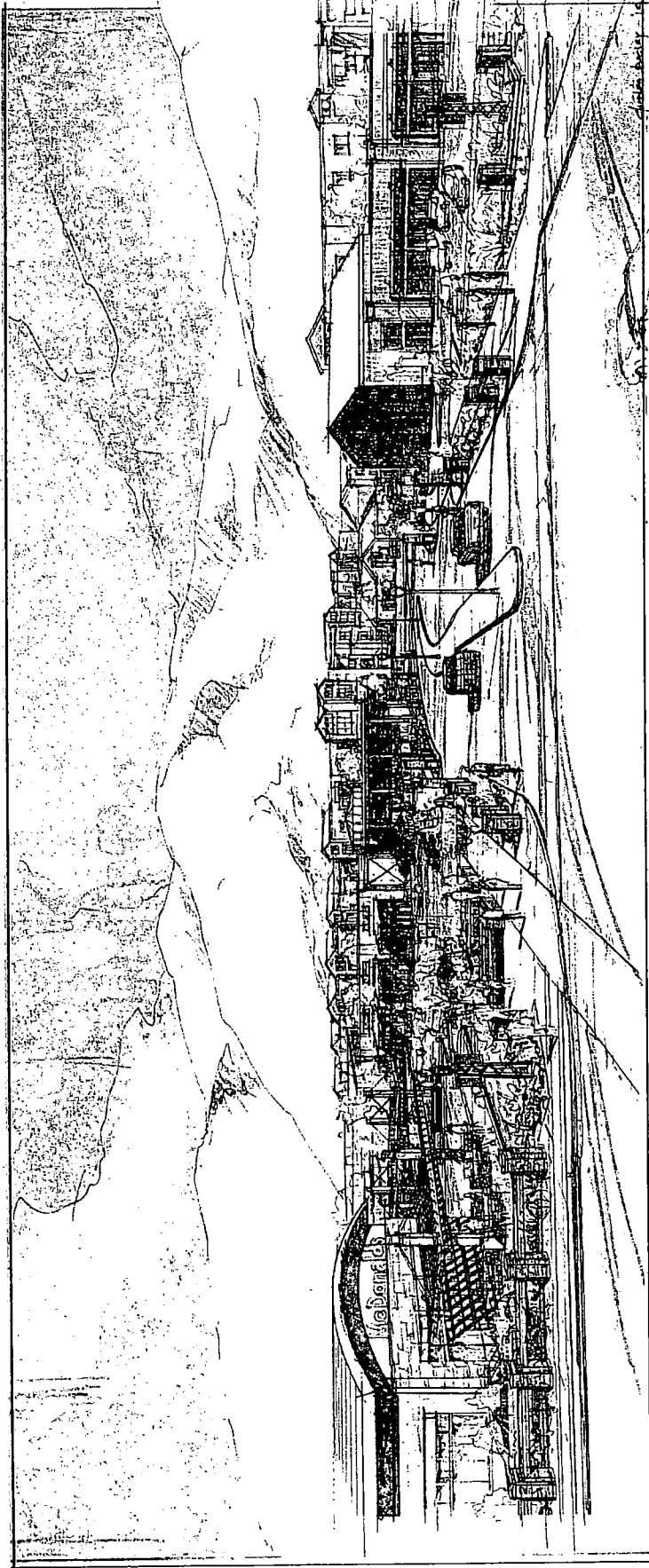
THE HAWES
 COMPANIES
 ARCHITECTURAL
NEXUS



Park Lane Commons
Farmington, Utah
MAY 2014

PARK LANE
COMMONS

2810052
BK 6046 PG 1026



CCIM PARTNER
THE HAWS
COMPANIES

ARCHITECTURAL
NEXUS

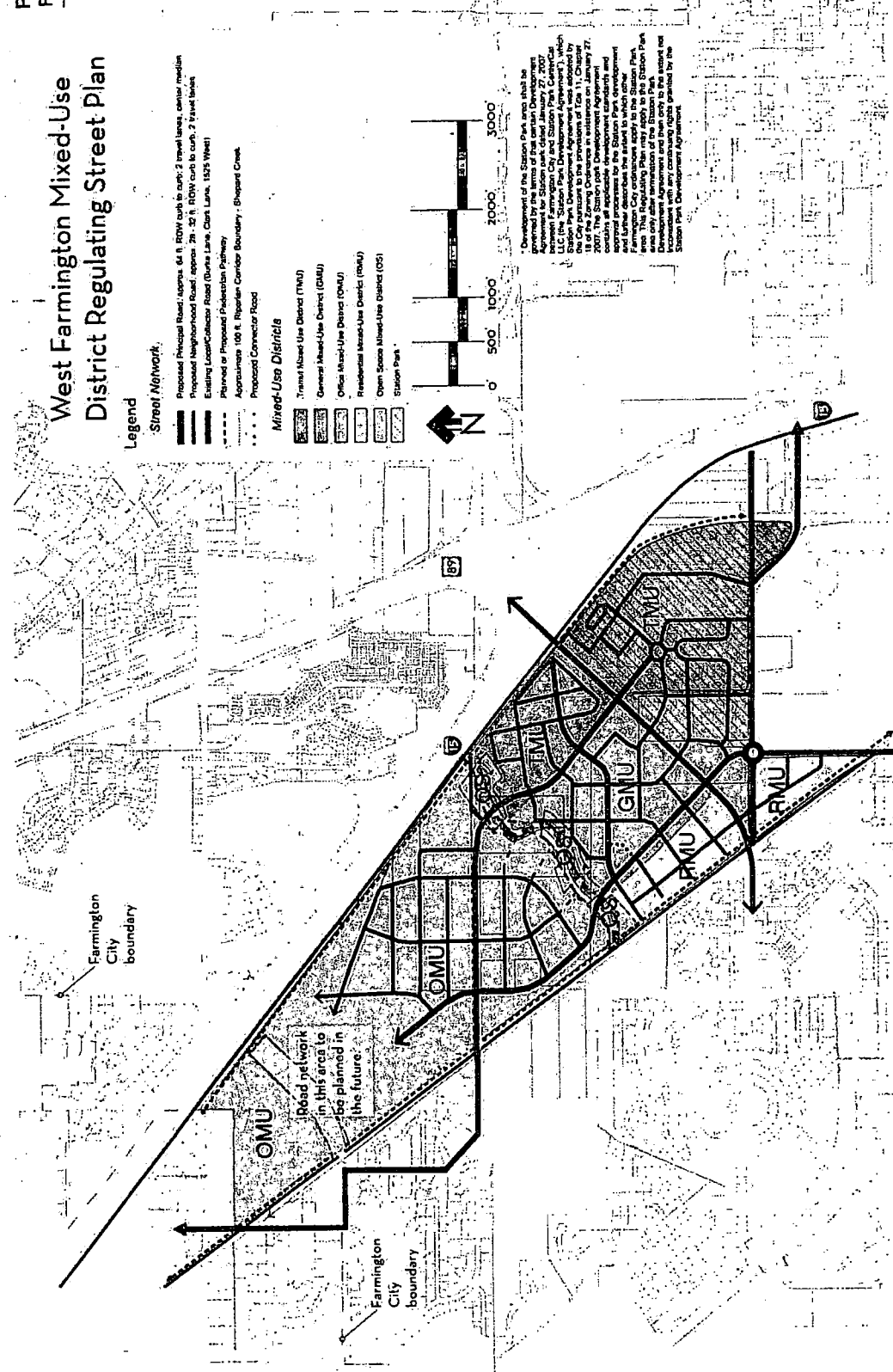
West Farmington Mixed-Use District Regulating Street Plan

Legend

- Street Network**
- Proposed Principal Road: approx. 64 ft ROW curb to curb; 2 travel lanes, center median
 - Proposed Neighborhood Road: approx. 28 - 32 ft ROW curb to curb; 2 travel lanes
 - Existing Loganscanyon Road (Bunks Lane, Clark Lane, 1035 West)
 - Planned or Proposed Pedestrian Pathway
 - Approximate 100 ft. Reporter Corridor Boundary - Shepard Creek
 - Proposed Connector Road
- Mixed-Use Districts**
- Trusted Mixed-Use District (TMU)
 - General Mixed-Use District (GMU)
 - Office Mixed-Use District (OMU)
 - Residential Mixed-Use District (RMU)
 - Open Space Mixed-Use District (OSU)
 - Station Park



Development of the Station Park area shall be governed by the terms of the Station Park Development Agreement between Farmington City and Station Park, Commercial LLC (the "Station Park Development Agreement"), which is attached to the Station Park Development Agreement. The City pursuant to the provisions of Title 11, Chapter 18 of the Zoning Ordinance in existence on January 27, 2014, shall not apply to the Station Park area until the Station Park Development Agreement is approved by the Farmington City Council. The Station Park Development Agreement shall be subject to the terms and conditions of the Station Park Development Agreement and any amendments thereto. The Station Park Development Agreement shall be subject to the terms and conditions of the Station Park Development Agreement and any amendments thereto.



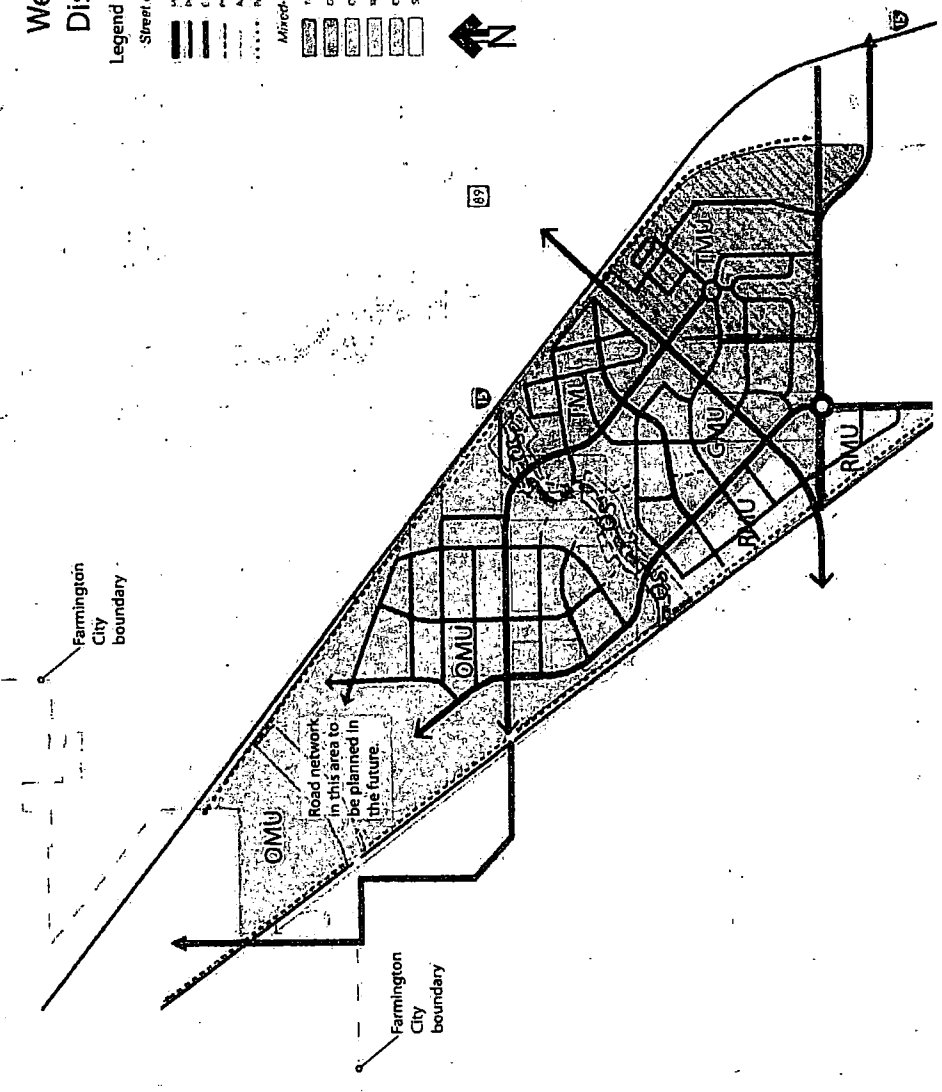
West Farmington Mixed-Use District Regulating Street Plan

Legend

- Street Network**
- Proposed Principal Road: approx. 64' x 100' curb to curb, 2' travel lanes, center median
 - Proposed Neighborhood Road: approx. 28' x 75' curb to curb, 10' lanes, 2' travel lanes
 - Existing Local Collector Road (North Lane, Glen Lane, 1525 Street)
 - Proposed Local Collector Road (North Lane, Glen Lane, 1525 Street)
 - Proposed Local Street (Network)
 - Proposed Connector Road
- Mixed-Use Districts**
- Residential Use District (RUD)
 - General Mixed-Use District (GMU)
 - Office Mixed-Use District (OMU)
 - Neighborhood Mixed-Use District (NMU)
 - Open Space Mixed-Use District (OSM)
 - Station Plaza

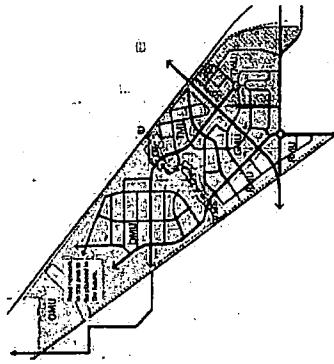


Development of the Station Plaza area shall be subject to the Station Plaza Development Agreement between Farmington City and Station Plaza. Construction of the Station Plaza shall be subject to the Station Plaza Development Agreement with the City, pursuant to the provisions of the City's 2007 Comprehensive Zoning Ordinance, Chapter 17, 2007. The Station Plaza Development Agreement contains all applicable development standards and other conditions that apply to the Station Plaza. The Station Plaza Development Agreement shall be subject to the Station Plaza Development Agreement and the Station Plaza Development Agreement shall be subject to the Station Plaza Development Agreement.



Park Lane Commons
Farmington, Utah
JUNE 2014

PARKLANE
COMMONS

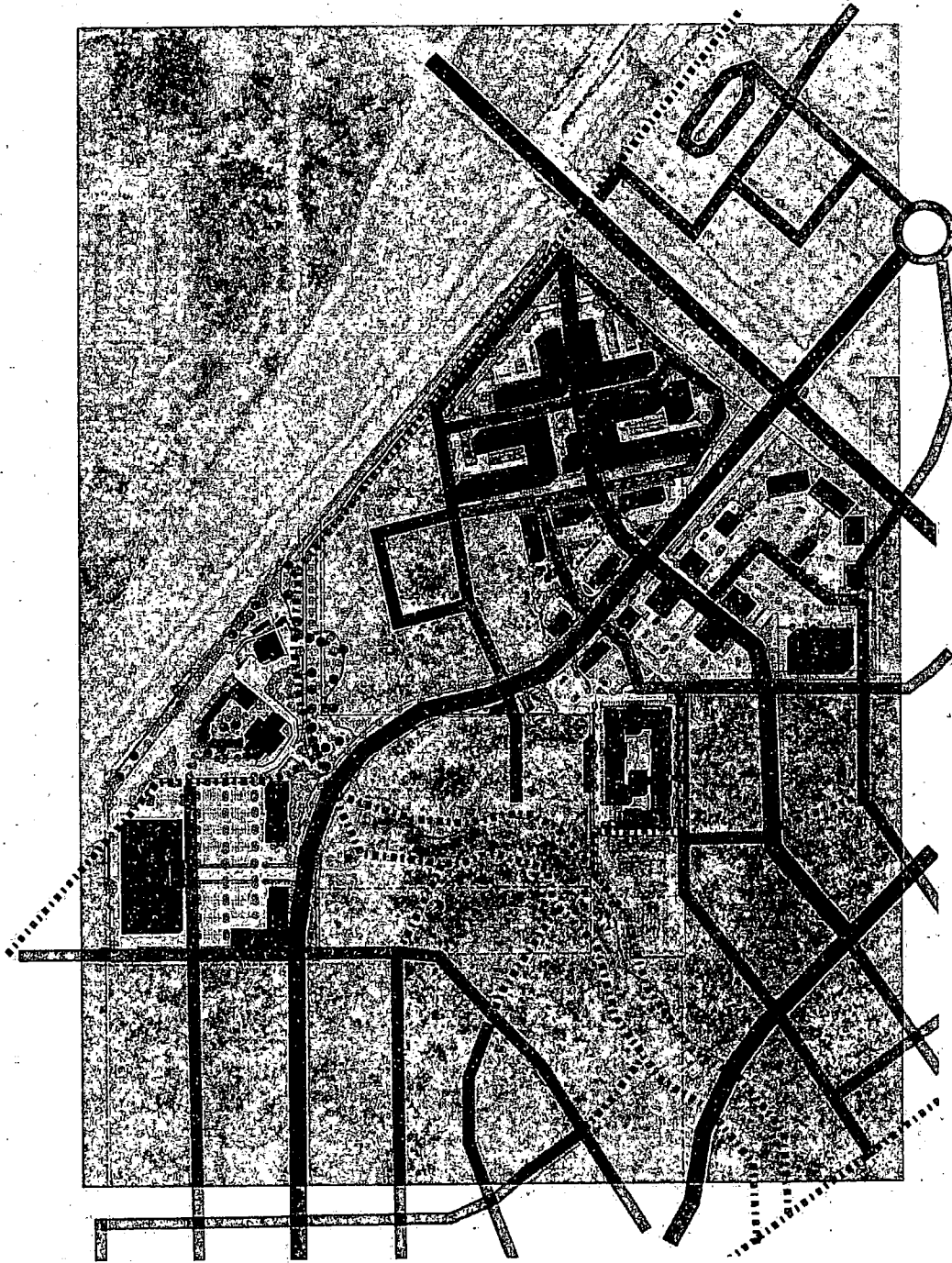


The amended and approved regulatory plan intent has been matched as shown by the overlay. Flexibility in the final location of the road network will accommodate open space and wetlands and will be defined by the site plans that develop with future tenants.

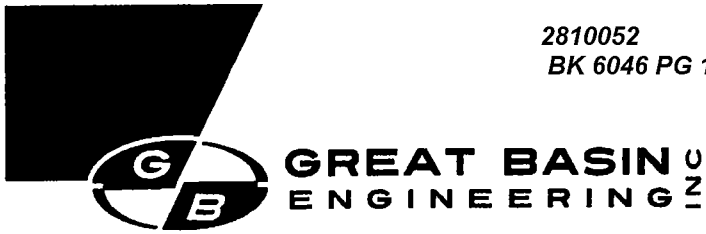
2810052
BK 6046 PG 1029

THE HAWES
CONSULTANTS
ARCHITECTURAL

NEXUS
ARCHITECTURAL



Attachment 3



**PARK LANE COMMONS
PARK LANE AND STATION PARKWAY
FARMINGTON, UTAH
STORM WATER STUDY
Project No. 12N611
8-30-2013**

General Site Information:

The proposed Park Lane Commons site is located along Station Parkway between Park Lane and Burke Lane in Farmington, Utah. Construction will consist of a new commercial development, including several buildings, parking lots, roadways, sidewalks, curb and gutter, underground utilities, and landscaped areas when completed. Needed detention volumes are also calculated and provided. The site has an area of about 75 acres including the interior roadways. Storm water from the site will be collected in inlet boxes and continue via storm drain to detention facilities located throughout the site, and be released to the west at a rate that allows no more than 15 cfs (75 acres @ 0.2 cfs/acre) to leave the overall site into an existing creek & future city regional drainage facilities to the west and south of the site. (See figure and calculations this sheet).

The proposed site is broken up into 5 drainage areas (labeled A-1 through A-5). A runoff coefficient of 0.15 was used for natural ground and landscaped areas. A runoff coefficient of 0.90 was used for asphalt, concrete, and other hard surfaced areas. An average runoff coefficient was calculated for each individual area of the site under developed conditions.

Rainfall intensities were taken from Farmington City. The values obtained were interpolated as necessary. A copy of this data is attached.

Data showing area information, runoff coefficient, and required detention for the site is also provided and can be found in the attached calculations.

Orifice Plate:

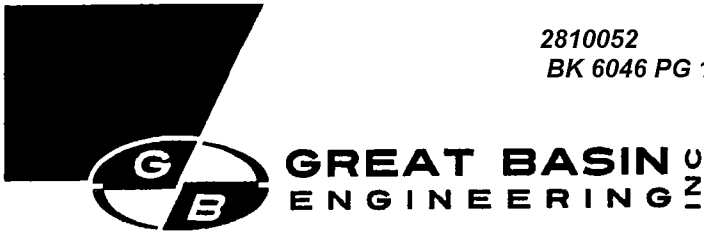
An orifice plate will be used for each detention facility onsite, and will be sized to accommodate the flows calculated in the attached sheets.

Storm Water Area Breakdown:

Area A-1: Area A-1 has been modeled with a 0.2 cfs/acre discharge rate & will outfall into a future city storm drain system & detention facility located west of the development. The discharge rate for Area A1 is 3.10 cfs for the 15.53 acre area.

Area A-2: Area A-2 is 14.04 acres and has has been modeled at .072 cfs/acre due to the limited amount of capacity that can be discharged into the existing creek. Area A2 will be released at 1.02 cfs.

Area A-3: A-3 is 21.90 acres and will be conveyed through an existing storm drainage system that has a conveyance capacity of 11 cfs – this existing drainage system also conveys the runoff from the existing roads within the development & discharges into the creek. The existing system has been



designed & the specifics have been agreed upon previously between Forsgren Engineering & Farmington City's Consulting Engineer, CRS. Park Lane Village Apartments currently utilize 5.0 cfs as approved by the city engineer. The total outfall rate from A-3 is approximately 11.0 cfs.

Area A-4: Area A-4 will be restricted to a 0.2 cfs/acre rate and will discharge into a future city owned storm drainage system to the south of this development. Area A4 is 12.0 acres & will release 2.40 cfs into the future system.

Area A-5: Area A-5 is 11.78 acres and will be restricted to a 0.058 cfs/acre discharge rate. This area will discharge directly into the creek and will convey 0.75 cfs.

In summary, Areas A-2, A-3, & A-5 will all outfall directly into the existing creek running through the site. Detention will be provided adjacent to the creek bank and within the area breakdowns shown on the attached map. Areas A-1 and A-4 will outfall to future city owned systems to the west and south, respectively. Temporary detention will be provided in each of these areas as necessary. The total amount contributed to the future west system from Area A-1 will be 3.10 cfs. The total amount contributed to the south system from Area A-4 is 2.40 cfs. Areas A-2, A-3 & A-5 combined will contribute 12.77 cfs into the existing creek. A total release of 15.0 cfs for the development area is by prior city approval. The difference between 15.0 cfs and 12.77 cfs is utilized by flow generated from roads within the development. Each area will have temporary detention designed to meet the requirements listed until a future city system is completed. This will allow each of these areas to be developed in phases prior to a city system being completed.

Detention Calculations:

Detention calculations are based on the release rates discussed above and are broken down as follows: A-1, 50,869 cubic feet; A-2, 45,846 cubic feet; A-3 is unrestricted through the existing drainage system (the conveyance system designed for area A-3 is already in place and operating) A-4, 41,662 cubic feet; A-5, 66,570 cubic feet.

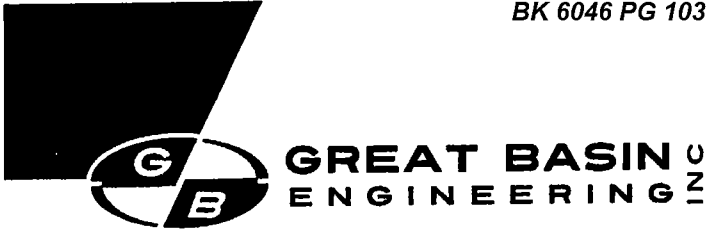
In the event the detention facilities experience a storm much larger than the design storm water will then spill out into the streets and continue to the west in a historical fashion.

Great Basin Engineering, Inc.

Prepared by Ryan Bingham, P.E.

A handwritten signature in black ink, appearing to read 'Coury Morris'.

Reviewed by Coury Morris, P.E.



June 15, 2013

Mr. Scott Harwood
The Haws Companies

RE: PARK LANE COMMONS EXISTING & PROPOSED UTILITY ANALYSIS

Dear Scott,

We have been engaged with the civil engineering for the overall 72 acre Park Lane Commons Development for the past 3 years. During that time we have worked with your previous engineer, Earl Kemp, and with the City of Farmington to evaluate and prepare the necessary plans for the utility infrastructure to support the development.

Attached is a detailed analysis of each of the required utility systems. This analysis is derived from a storm water study that was prepared by this office in March of this year, which I have attached to this letter.

The storm water study is broken down into 5 areas Labelled A-1 through A-5. A-1 is the 15.53 acre tract of land on the north side of Burke Lane & Station Parkway and is also the location of Red Barn Farms. Areas A-2 & A-3 (14.04 & 21.90 acres, respectively) are located on the east side of Station Parkway between Burke Lane to the north & Park Lane to the south. Areas A-4 & A-5 are located on the west side of Station Parkway. A-4 is 12.0 acres and is located between the overall project's south boundary line and the future extension of Grand Avenue to the west. Finally, A-5 is located on the west side of Station Parkway & extends out to Shepard Creek. A-5 consists of 11.78 acres. The total area of this study is 75.31 acres including city dedicated roadways. This approach was agreed on at a meeting held in December 2012 at the City Offices with Engineers from the Haws Companies and the Farmington City Engineer present.

WATER:

Each of these areas will be serviced by an existing 10" water line that was placed below Station Parkway as indicated in CRS Engineers' design drawings titled "Farmington City – Station Parkway:North" dated 3-16-2010. There are (2) existing 8" lines that extend from this 10" line beneath Richards Way and Grand Avenue. These 8" lines provide domestic water to the entirety of A-3 and the proposed future development that will be located on the east end of A-2. Area A-3 has a looped distribution system & the proposed future development will provide a looped connection configuration that will be drawn from as development in A-2 progresses towards Station Parkway. Although areas A-4 & A-5 do not have any water infrastructure in place, it is readily available to connect to with an existing 10" stub located at the west side of the intersection of Grand Avenue & Station Parkway. This 10" line will be looped through both areas A-4 & A-5 & provide domestic water, fire suppression & hydrant service for both of these areas. Finally, A-1 will connect to the 10" line beneath Station Parkway with (2) hot tap connections to provide looped water distribution. The existing 10" line also loops

underneath Park Lane to the Station Park Development. The existing 10" line beneath Station Parkway meets the needs of the development.

SANITARY SEWER:

Areas A-2 & A-3 will be sewerer through an existing 10" PVC sanitary sewer line that runs beneath Richards Way. This 10" line has a conveyance capacity of 3.8 CFS (1,705 GPM) & only needs to service 35.8 acres. This existing 10" main conveys the waste water effluent to an existing Central Davis Sewer District lift station where it is pumped up to an existing gravity system that outfalls to the wastewater treatment plant located northwest of the project.

Areas A-4 & A-5 will be sewerer by a future main that runs through each of these respective areas & outfalls into the existing lift station. These areas outfall into an existing 16" line that was stubbed out of the lift station and extended by developer into area A-5.

Area A-1 will be conveyed through a series of future lines that tie into an existing 30" CDS main line that runs beneath Burke Lane.

STORM DRAINAGE:

The storm drainage throughout this development is constrained by the limited amount of flow that can be discharged into Shepard Creek. Each of the above mentioned areas are discussed in the attached storm water study which was developed with input from CRS Engineers & Farmington City representatives. The development will install temporary detention if needed for areas A-1, A-4 and A-5, which will eventually be replaced by participation in a regional detention facility once it is available. Ultimately, Areas A-1 & A-4 will discharge at controlled rates through future city owned storm drainage systems to the west and south that tie into these future regional detention facilities. In the interim, detention will be constructed on-site to handle the required outflow. This will allow each area to be developed in phases prior to a city system being completed. Areas A-2, A-3 and A-5 will discharge at the rates included in the attached study into Shepard Creek. A-3 has been designed to be a pass through system which conveys the majority of the flow generated in that area unrestricted through a series of existing 15", 18" & 24" lines and discharge directly into Shepard Creek. These existing lines are adequate to convey these flows. Systems for Areas A-1, A-2, A-4 & A-5 will be designed to meet the required discharge constraints as development in those areas progress.

POWER, GAS & COMMUNICATIONS:

An overall Concept Plan has been developed for each of the dry utilities required for Park Lane Commons. The main distribution lines for power, gas and fiberoptic run parallel to Station Parkway behind the backs of curb. Service lines & transformers will

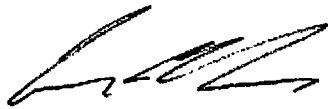
extend from these distribution lines and feed each of the proposed developments. There are three major switch boxes in place to service future electrical distribution.

In summary, there is either existing service to each phase of the development currently or there is sufficient capacity within the existing systems to support the proposed development plan of 6-15-2013 and attached with this letter. We have designed and planned for the necessary lateral connections for the required utility services. Additionally, we have had previous discussions and meetings with the service providers along with the City, where they have confirmed the availability of these services.

In our professional opinion the plans you have ready to submit to the City will meet the necessary engineering requirements for you to proceed with the Development of Park Lane Commons.

Please contact me if you have any further questions.

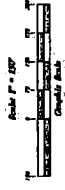
Thanks,

A handwritten signature in black ink, appearing to read 'Coury Morris', written in a cursive style.

Coury Morris, P.E.
Principal
Great Basin Engineering, Inc.

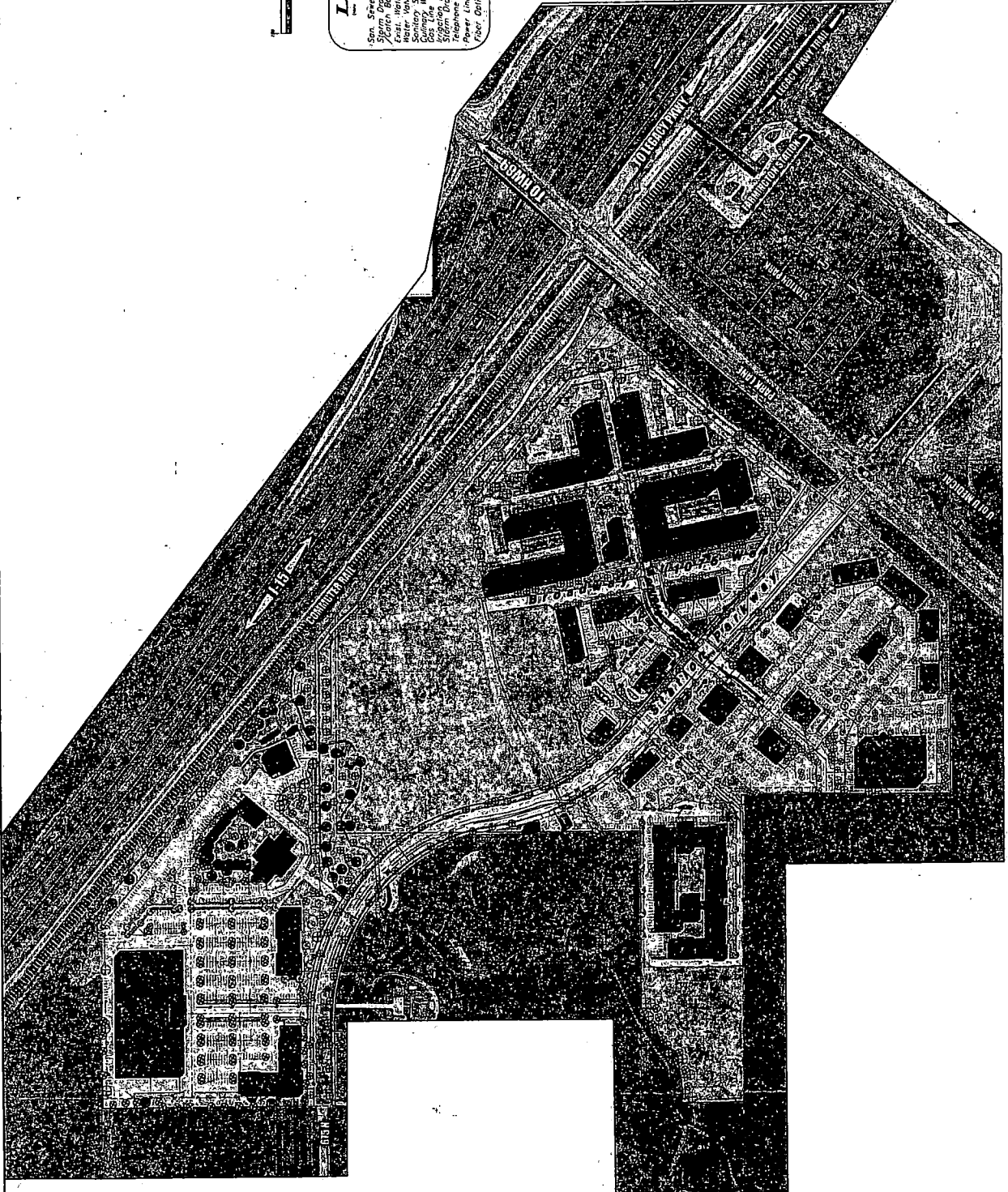
| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

2810052
BK 6046 PG 1036



Legend

- San. Spec. Manhole
- San. Spec. Manhole
- Manhole
- East. Water Valve
- Sanitary Sewer
- Gas
- Cooling Water
- Telephone Line
- Power Line
- Fiber Optic

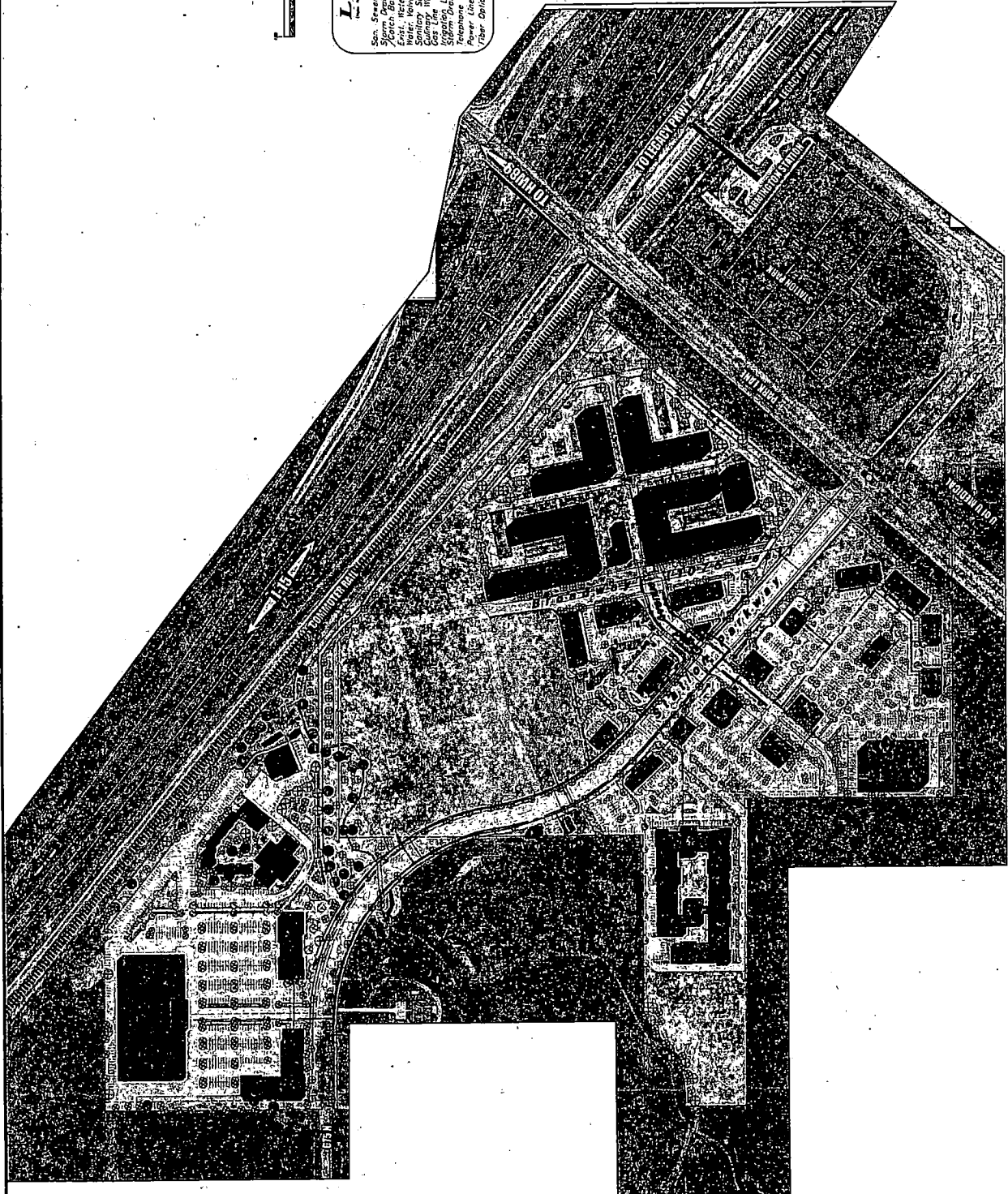


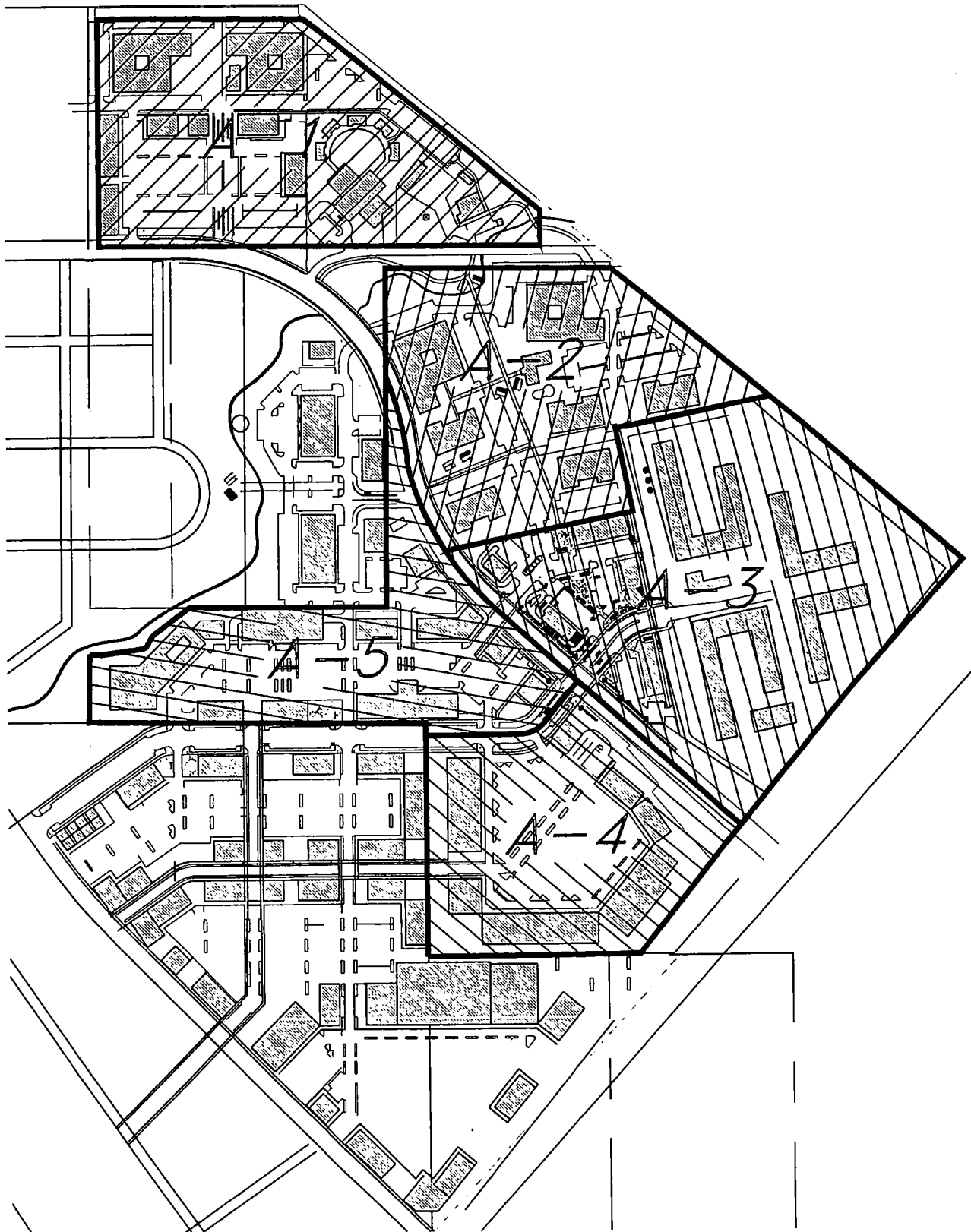
2810052
 BK 6046 PG 1037

Legend
 (Created by: *[illegible]*)

- San. Street Manhole
- Storm Drain Manhole
- Water Manhole
- Cellar, Water Valve
- Water Valve
- Sanitary Sewer
- Gas Line
- Storm Drain
- Telephone Line
- Power Line
- Fiber Optic

Scale: 1" = 100'
 Graphic Scale





Park Lane Commons Overall
Combined Detention Pond A-1

C = 0.65
Area = 15.53 acres

Allowable Discharge Rate = 0.200 cfs/acre

Total Release Rate = 3.107 cfs

Detention Pond Sized For The 1.00 Year Storm

| Time min | Rainfall Intensity in./hr. | Accumulated Volume (CF) | OR | | Needed Detention (CF) | Needed Detention (acre-ft) |
|-------------|----------------------------------|-------------------------------|------------------------------|-----------------------------|-----------------------------|----------------------------------|
| | | | Allowable Release (CF) | Needed Detention (CF) | | |
| 5 | 6.47 | 19602 | 932 | 18670 | 0.429 | |
| 10 | 4.76 | 28815 | 1864 | 26951 | 0.619 | |
| 15 | 3.69 | 33518 | 2796 | 30722 | 0.705 | |
| 20 | 3.04 | 36849 | 3728 | 33121 | 0.760 | |
| 25 | 2.65 | 40149 | 4660 | 35488 | 0.815 | |
| 30 | 2.40 | 43690 | 5592 | 38098 | 0.875 | |
| 35 | 2.23 | 47225 | 6525 | 40704 | 0.934 | |
| 40 | 2.08 | 50361 | 7457 | 42904 | 0.985 | |
| 45 | 1.94 | 52793 | 8389 | 44405 | 1.019 | |
| 50 | 1.80 | 54428 | 9321 | 45107 | 1.036 | |
| 55 | 1.66 | 55400 | 10253 | 45147 | 1.036 | |
| 60 | 1.54 | 56030 | 11185 | 44845 | 1.030 | |
| 90 | 1.24 | 67646 | 16777 | 50869 | 1.168 | |
| 120 | 1.00 | 72854 | 22370 | 50485 | 1.159 | |
| 180 | 0.71 | 77427 | 33555 | 43873 | 1.007 | |
| 360 | 0.43 | 93785 | 67109 | 26676 | 0.612 | |
| 720 | 0.27 | 117777 | 134218 | 16442 | 0.377 | |
| 1440 | 0.17 | 148311 | 268437 | 120125 | 2.758 | |

<- Max Detention

So, our detention pond needs to hold 50869 ft³ of water

Park Lane Commons Overall
Combined Detention Pond A-2

C = 0.52
Area = 14.04 acres

Allowable Discharge Rate = 0.072 cfs/acre

Total Release Rate = 1.016 cfs

Detention Pond Sized For The 100 Year Storm

| Time min | Rainfall Intensity in./hr. | Accumulated Volume (CF) | OR | | Needed Detention (CF) | Needed Detention (acre-ft) |
|-------------|----------------------------------|-------------------------------|------------------------------|--|-----------------------------|----------------------------------|
| | | | Allowable Release (CF) | | | |
| 5 | 6.47 | 14171 | 305 | | 13866 | 0.318 |
| 10 | 4.76 | 20831 | 610 | | 20221 | 0.464 |
| 15 | 3.69 | 24231 | 915 | | 23316 | 0.535 |
| 20 | 3.04 | 26639 | 1220 | | 25419 | 0.584 |
| 25 | 2.65 | 29024 | 1524 | | 27500 | 0.631 |
| 30 | 2.40 | 31584 | 1829 | | 29755 | 0.683 |
| 35 | 2.23 | 34140 | 2134 | | 32006 | 0.735 |
| 40 | 2.08 | 36407 | 2439 | | 33967 | 0.780 |
| 45 | 1.94 | 38165 | 2744 | | 35421 | 0.813 |
| 50 | 1.80 | 39347 | 3049 | | 36298 | 0.833 |
| 55 | 1.66 | 40050 | 3354 | | 36696 | 0.842 |
| 60 | 1.54 | 40505 | 3659 | | 36846 | 0.846 |
| 90 | 1.24 | 48902 | 5488 | | 43414 | 0.997 |
| 120 | 1.00 | 52668 | 7318 | | 45350 | 1.041 |
| 180 | 0.71 | 55973 | 10976 | | 44997 | 1.033 |
| 360 | 0.43 | 67799 | 21953 | | 45846 | 1.052 |
| 720 | 0.27 | 85142 | 43905 | | 41237 | 0.947 |
| 1440 | 0.17 | 107216 | 87811 | | 19406 | 0.445 |

-< Max Detention

So, our detention pond needs to hold 45846 ft³ of water

Park Lane Commons Overall
Combined Detention Pond A-3

C = 0.40
Area = 21.91 acres

Allowable Discharge Rate = 0.502 cfs/acre

Total Release Rate = 11.000 cfs

Detention Pond Sized For The 100 Year Storm

| Time min | Rainfall Intensity in./hr. | Accumulated Volume (CF) | OR | | Needed Detention (CF) | Needed Detention (acre-ft) |
|-------------|----------------------------------|-------------------------------|------------------------------|--|-----------------------------|----------------------------------|
| | | | Allowable Release (CF) | | | |
| 5 | 6.47 | 17010 | 3300 | | 13710 | 0.315 |
| 10 | 4.76 | 25005 | 6600 | | 18405 | 0.423 |
| 15 | 3.69 | 29086 | 9900 | | 19186 | 0.440 |
| 20 | 3.04 | 31977 | 13200 | | 18777 | 0.431 |
| 25 | 2.65 | 34840 | 16500 | | 18340 | 0.421 |
| 30 | 2.40 | 37913 | 19800 | | 18113 | 0.416 |
| 35 | 2.23 | 40981 | 23100 | | 17881 | 0.410 |
| 40 | 2.08 | 43701 | 26400 | | 17301 | 0.397 |
| 45 | 1.94 | 45812 | 29700 | | 16112 | 0.370 |
| 50 | 1.80 | 47230 | 33000 | | 14230 | 0.327 |
| 55 | 1.66 | 48074 | 36300 | | 11774 | 0.270 |
| 60 | 1.54 | 48621 | 39600 | | 9021 | 0.207 |
| 90 | 1.24 | 58701 | 59400 | | -699 | -0.016 |
| 120 | 1.00 | 63220 | 79200 | | -15980 | -0.367 |
| 180 | 0.71 | 67189 | 118800 | | -51611 | -1.185 |
| 360 | 0.43 | 81383 | 237600 | | -156217 | -3.586 |
| 720 | 0.27 | 102202 | 475200 | | -372998 | -8.563 |
| 1440 | 0.17 | 128699 | 950400 | | -821701 | -18.864 |

<- Max Detention

So, our detention pond needs to hold 19186 ft³ of water

Park Lane Commons Overall
Combined Detention Pond A-4

C = 0.68
Area = 11.99 acres

Allowable Discharge Rate = 0.200 cfs/acre

Total Release Rate = 2.397 cfs

Detention Pond Sized For The 100 Year Storm

| Time min | Rainfall Intensity in./hr. | Accumulated Volume (CF) | OR Allowable Release (CF) | Needed Detention (CF) | Needed Detention (acre-ft) |
|-------------|----------------------------------|-------------------------------|------------------------------------|-----------------------------|----------------------------------|
| 5 | 6.47 | 15824 | 719 | 15105 | 0.347 |
| 10 | 4.76 | 23261 | 1438 | 21823 | 0.501 |
| 15 | 3.69 | 27058 | 2158 | 24900 | 0.572 |
| 20 | 3.04 | 29747 | 2877 | 26870 | 0.617 |
| 25 | 2.65 | 32410 | 3596 | 28814 | 0.661 |
| 30 | 2.40 | 35269 | 4315 | 30954 | 0.711 |
| 35 | 2.23 | 38123 | 5035 | 33089 | 0.760 |
| 40 | 2.08 | 40654 | 5754 | 34900 | 0.801 |
| 45 | 1.94 | 42618 | 6473 | 36145 | 0.830 |
| 50 | 1.80 | 43937 | 7192 | 36745 | 0.844 |
| 55 | 1.66 | 44722 | 7912 | 36811 | 0.845 |
| 60 | 1.54 | 45231 | 8631 | 36600 | 0.840 |
| 90 | 1.24 | 54608 | 12946 | 41662 | 0.956 |
| 120 | 1.00 | 58812 | 17261 | 41551 | 0.954 |
| 180 | 0.71 | 62504 | 25892 | 36612 | 0.840 |
| 360 | 0.43 | 75709 | 51784 | 23924 | 0.549 |
| 720 | 0.27 | 95076 | 103569 | 8493 | 0.195 |
| 1440 | 0.17 | 119726 | 207138 | 87412 | 2.007 |

<- Max Detention

So, our detention pond needs to hold 41662 ft³ of water

Park Lane Commons Overall
Combined Detention Pond A-5

C = 0.72
Area = 11.78 acres

Allowable Discharge Rate = 0.064 cfs/acre

Total Release Rate = 0.750 cfs

Detention Pond Sized For The 100 Year Storm


| Time min | Rainfall Intensity in./hr. | Accumulated Volume (CF) | OR | | |
|-------------|----------------------------------|-------------------------------|------------------------------|----------------------------------|-------|
| | | | Allowable Release (CF) | Needed Detention (CF) | |
| | | | | Needed Detention (acre-ft) | |
| 5 | 6.47 | 16472 | 225 | 16247 | 0.373 |
| 10 | 4.76 | 24214 | 450 | 23764 | 0.546 |
| 15 | 3.69 | 28166 | 675 | 27491 | 0.631 |
| 20 | 3.04 | 30966 | 900 | 30066 | 0.690 |
| 25 | 2.65 | 33738 | 1125 | 32613 | 0.749 |
| 30 | 2.40 | 36714 | 1350 | 35364 | 0.812 |
| 35 | 2.23 | 39685 | 1575 | 38110 | 0.875 |
| 40 | 2.08 | 42319 | 1800 | 40519 | 0.930 |
| 45 | 1.94 | 44363 | 2025 | 42338 | 0.972 |
| 50 | 1.80 | 45737 | 2250 | 43487 | 0.998 |
| 55 | 1.66 | 46554 | 2475 | 44079 | 1.012 |
| 60 | 1.54 | 47083 | 2700 | 44383 | 1.019 |
| 90 | 1.24 | 56844 | 4050 | 52794 | 1.212 |
| 120 | 1.00 | 61221 | 5400 | 55821 | 1.281 |
| 180 | 0.71 | 65064 | 8100 | 56964 | 1.308 |
| 360 | 0.43 | 78810 | 16200 | 62610 | 1.437 |
| 720 | 0.27 | 98970 | 32400 | 66570 | 1.528 |
| 1440 | 0.17 | 124630 | 64800 | 59830 | 1.373 |

<- Max Detention

So, our detention pond needs to hold 66570 ft³ of water

Exhibit C

2810052
BK 6046 PG 1045



1605 South Gramercy Rd.
Salt Lake City, UT 84104
801.487.8481
www.yesco.com

2014 YESCO LLC. All rights reserved.
This document contains information that is the confidential property of YESCO. Its disclosure to anyone other than the intended recipient is unauthorized. The recipient of this information shall hold YESCO in strictest confidence and shall not disseminate or otherwise use this information for any purpose not intended by YESCO. The recipient shall not create any copies or derivations of this information. The recipient shall not use this information for any purpose not intended by YESCO.

Revisions

| No. | Date / Description |
|-----|--------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Approval

Client Sign / Date

Engineer Sign / Date

Project Info.

FARMINGTON, UT.

Asst. Exec: JEFF ERANTZ

Designer: CHRISTIAN

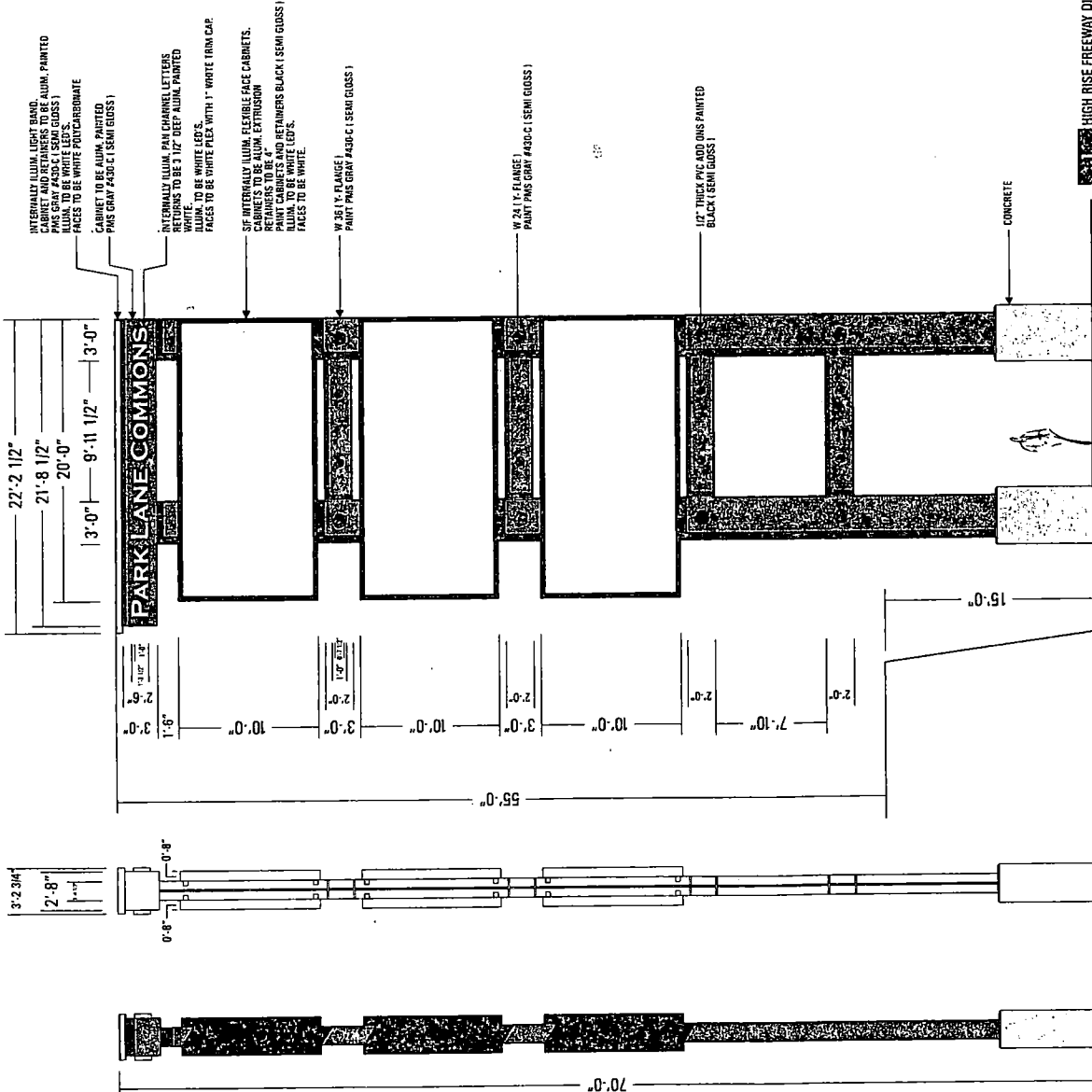
Date: 6-17-2014

PARK LANE COMMON

42107 R7

SCALE: AS NOTED

ART 1.0



SCALE: 1/8" = 1'-0"
QUANTITY: 2 MANUFACTURE & INSTALL



1605 South Gramercy Rd.
Salt Lake City, UT 84104
801.487.8481

www.yesco.com

© 2014 YESCO LLC. All rights reserved.
This drawing was created to assist you in obtaining
your approval. The original intent, based on the project
of YESCO LLC. Permission to copy or modify this
drawing plan only by electronic through a written
agreement with YESCO.
The data shown are only representative of any
existing conditions. YESCO LLC is not responsible for the
accuracy of any data shown. The design
shown may vary slightly in color from the computer
monitor or print.

Revisions

| No. | Date / Description |
|-----|--------------------|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |
| 11 | |
| 12 | |
| 13 | |
| 14 | |
| 15 | |
| 16 | |
| 17 | |
| 18 | |
| 19 | |
| 20 | |
| 21 | |
| 22 | |
| 23 | |
| 24 | |
| 25 | |

Approval

Client Sign / Date

Licensed Sign / Date

Project Info.
FARMINGTON, UT.

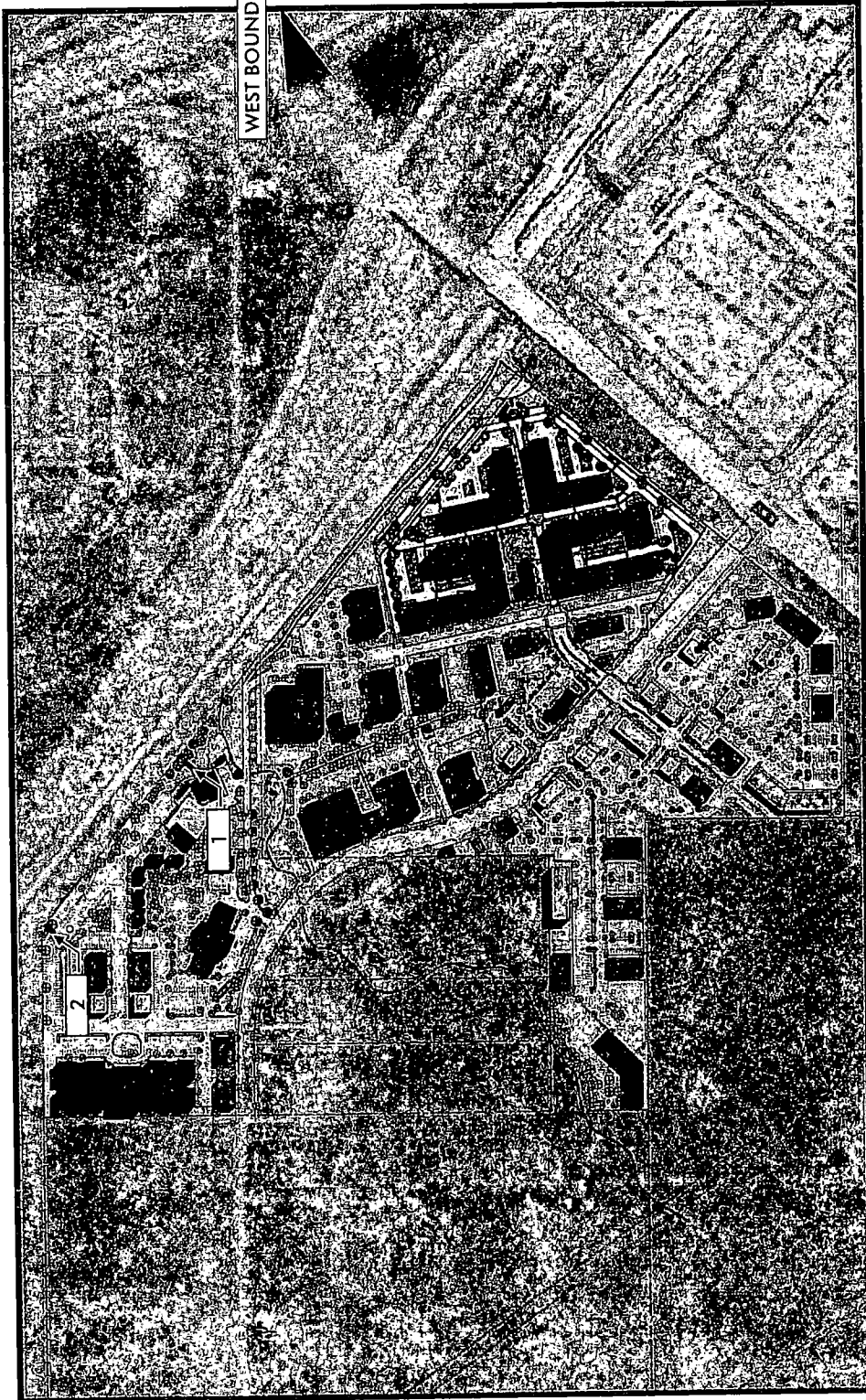
Asst. Exec: JEFF PRANTZ
Designer: CHRISTIAN
Date: 6-17-2014

PARK LANE COMMON
42107 R7

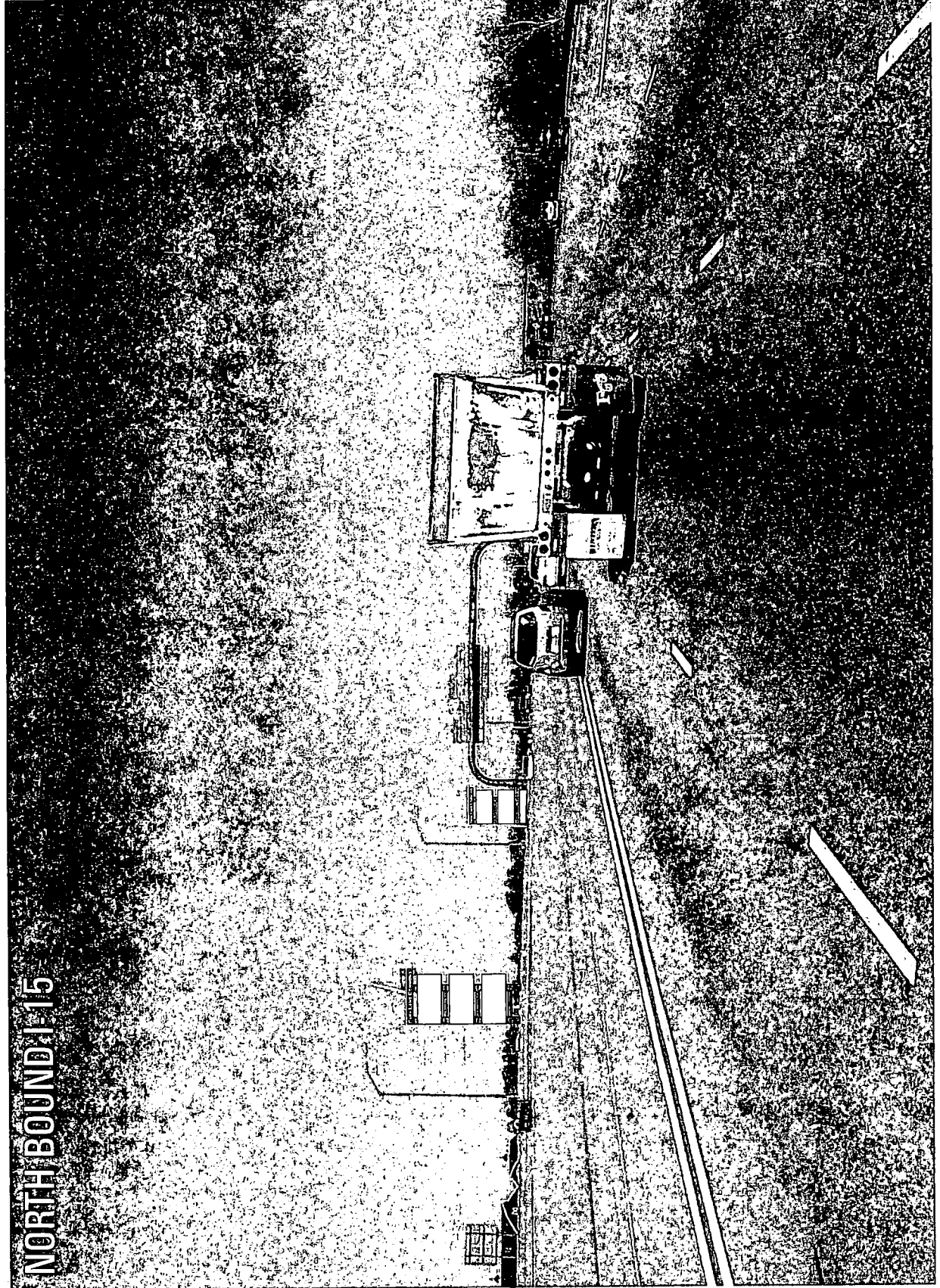
scale: as noted

ART 2.0

2810052
BK 6046 PG 1046



2810052
BK 6046 PG 1047



File Name:

YESCO
DESIGN

1605 South Gramercy Rd.
Salt Lake City, UT 84104
801.487.8481
www.yesco.com

© 2014 YESCO LLC. All right reserved.
This drawing was created to assist in the construction of a project. The design is not intended to be used for any other purpose. The design is not to be used for construction without the written approval of YESCO LLC. Permission to copy or reuse this drawing can only be obtained through a written agreement with YESCO.
The colors shown are only approximate and any color variations may be due to printer resolution or lighting conditions. The color of the final printed drawing may vary slightly in color from your computer monitor or print.

Revisions

| No. | Issue / Description |
|-----|---------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Approval

Client Sign / Date

Engineer Sign / Date

Project Info.

FARMINGTON, UT.

Arch. Eric: JEFF KRANTZ
Designer: CHRISTIAN
Date: 6-17-2014

PARK LANE COMMON
42107 R7

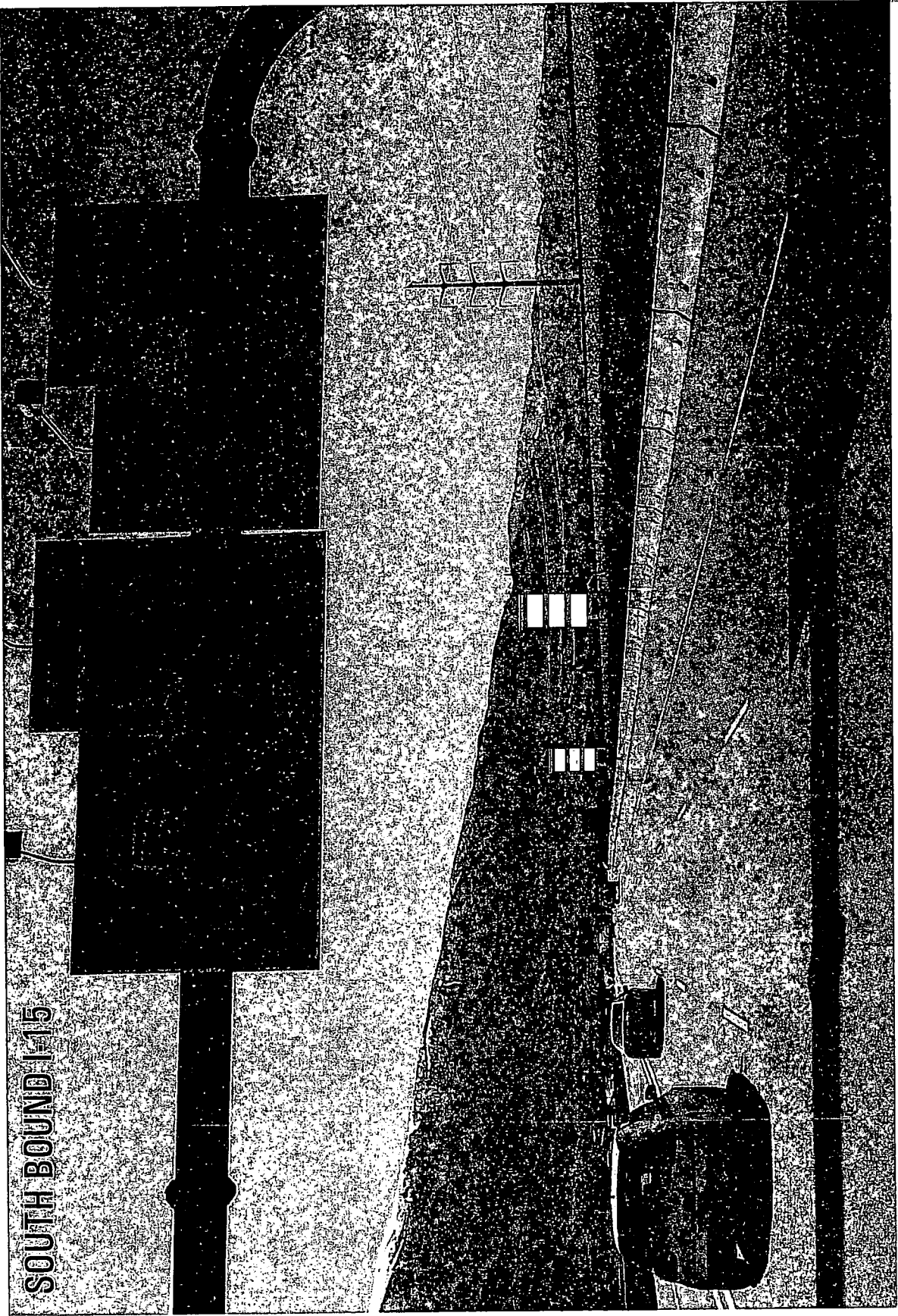
Scale: as noted

ART 3.0

YESCO
DESIGN

1605 South Gramercy Rd.
Salt Lake City, UT 84104
801.487.3481
www.yesco.com

© 2014 YESCO LLC. All rights reserved.
This document is intended for your eyes only and is confidential.
Unauthorized use, reproduction, or distribution of this document
without the express written consent of YESCO LLC is prohibited. If you
are not an intended recipient, please notify YESCO LLC immediately.
The entire contents are fully protected by any
copyright laws, trade secrets, or other laws. The full
contents of any information contained herein are
intended to be confidential.



Revisions

| No. | Date | Description |
|-----|------|-------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |

Approval

Client Sign / Date

Lead/Dept Sign / Date

Project Info.
FARMINGTON, UT.

Acct. Exec: JEFF GRANTZ
Designer: CHRISTIAN
Date: 6-17-2014

PARK LANE COMMON
42107 R7

Scale: as noted

ART 4.0