

**A SUPPLEMENTAL
DEVELOPMENT AGREEMENT
FOR THE CANOPY SQUARE DEVELOPMENT**

08-060-0067

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of the 1 day of NOVEMBER 2022 by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **WASATCH FARMINGTON HOLDINGS, LLC**, a Utah limited liability company, hereinafter referred to, collectively with its assignees, as "Developer."

RECITALS:

A. City and Developer, and STACK Farmington Land LLC ("STACK"), on December 4, 2020, entered into a Development Agreement for North Farmington Station (the "Original Agreement") which provided a general outline for the development of approximately 128 acres of land owned or controlled by Developer and STACK.

B. Developer owns approximately 20 acres of land, (the "Property"), which Property is more particularly described in Exhibit A, attached hereto and incorporated herein by reference, and which comprises a part of the 128 acres of property governed by the Original Agreement.

C. The Property is subject to the City's laws, including without limitation, Section 11-18-140 of the City's Zoning Ordinance, pursuant to which this Agreement may be utilized to commit the understanding of the parties relating to development of the property.

D. On NOVEMBER 1, 2022, concurrent with the approval of this Agreement, the City approved a Project Master Plan (the "PMP") for the Property in accordance with Chapter 18 of the City's Zoning Ordinance. The approved PMP is attached hereto as Exhibit B and incorporated herein by reference. The purposes of the PMP include, among other things, the establishment of alternative development standards applicable to the respective areas of the Property, as set forth in the PMP.

E. The parties recognize that the development of the Property, and the Canopy Square project, may result in tangible benefits to the City through the stimulation of development in the area, including the development of amenities that may enhance the general welfare of citizens and property owners in the vicinity of the Property and is therefore willing to enter into this agreement subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

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

2. **Effective Date.** This Agreement shall be effective upon the execution by both Parties. The City may only execute this Agreement after receiving authorization from the City Council.

3. **Alternative Development Standards.** The uses of the Property and the respective areas of the Property designated for each such use shall be as set forth in the PMP. To the extent the PMP conflicts with provisions of the City's code, the PMP shall control. Specific development standards and processing shall be as follows:

a. The City agrees to process and consider an amendment to the regulating plan, including block size and block faces, to encompass the proposed PMP and anticipated Site Plans with minimal variation to accommodate for topography, provided open space and general street alignment and width. The parties acknowledge that proposed street widths are shown on the accompanying PMP. The parties agree to work together in good faith to make minor adjustments to the proposed site plans and elevations to assure that the regulating plan is appropriately amended and the Site is developed at reasonable potential.

b. A portion of the townhomes will front pedestrian walkways as shown on the PMP.

c. A portion of the townhomes will front the private roads as shown on the PMP.

d. Primary entrances to building shall be provided as shown on the PMP.

e. Building elevations shall be consistent with the provisions of the PMP. Elevations shall incorporate high quality materials and finishes as shown in the PMP.

f. Except as required in Chapter 32 of the City's Zoning Ordinance, there will be no on street or additional parking requirements for residents in addition to the driveways and garages associated with each townhome. Guest parking must be in close proximity to dwellings and modifications to guest parking may occur during the design development phase of each development plan review as set forth in Section 11-18-070 of the Farmington City Municipal Code and in consultation with the City.

g. Street layout will generally conform to the attached PMP. Exceptions to widths and/or layout may be made where adjustments are required by the City's Fire Marshall.

h. Side treatments for rights of way may deviate from the standard of the underlying zone as shown within the PMP in accordance with Section 11-18-040 E. of the Zoning Ordinance.

i. Developer shall install fire-rated walls within townhome units in compliance with the International Residential Code and International Fire Code, in a manner that will allow

subdivision of those buildings into separately owned units in the future. This section does not require Developer to subdivide those units.

j. It is anticipated that the detailed uses of the Property and additional alternative development standards not presently contemplated by the PMP may be finalized with the approvals of final site plans and/or permits to be issued by the City and as part of the approval process of the further land use applications. To the extent such approvals require the approval of additional alternative development standards not presently contemplated by the PMP, such standards shall not be approved without a public hearing before the Planning Commission and City Council and final approval from the City Council.

4. **Affordable Housing.** Developer agrees to set aside ten percent (10%) of the entire number of units proposed for the Project as deed-restricted affordable housing for low to moderate-income households, spread across multiple buildings within the development. This Section 4 does not require townhome units to be set aside as affordable housing, although those units are counted toward the entire number of units in the Project. This Agreement constitutes a "written agreement regarding the number of moderate-income housing units" contemplated by Utah Code Ann. § 10-9a-535(1)(a). The Parties agree to have the form of Deed Restriction attached to this Agreement as "Exhibit C," which is incorporated by this reference, and which restriction will be recorded against those portions of the Project on which affordable housing units will be located, which recordings will confirm that the obligations shall run with the land for the term of the restriction.

5. **Greenway Trail.** Developer agrees to establish a recorded public easement for the width of the pavement of the Greenway Trail within the Project, provided that City or another public entity agrees to accept the dedication in writing and further agrees to maintain in good condition and in a clean and safe matter in perpetuity the Greenway Trail within the Project.

6. **Timing of Commercial Development.**

- a. The construction of the commercial spaces in this Project in conjunction with the residential components is a critical consideration to City in allowing the deviations from the code and modifications to the PMP. In order to provide additional assurances to the City that the Commercial spaces will be constructed as proposed, the Parties agree to the following sequence:
 - i. A construction sequence exhibit prepared by Developer in which Phases 1, 2 and 3 are identified is attached as "Exhibit D" and incorporated by reference.
 - ii. Phase 1 may be commenced in accordance with established procedures and approvals, without prior construction occurring on Phase 3.
 - iii. Developer may not submit, and City shall refuse to accept, any site plan applications or building permits associated with buildings within Phase 2, until after the issuance of a building permit and commencement of construction of the commercial spaces located within Phase 3.

- b. The City acknowledges that the most efficient and economic development of the Project depends on numerous factors, such as the completion of off-site infrastructure, utility capacity, transportation connectivity, and market orientation and demand, and such factors are often outside of Developer's control. If any of the following items is not satisfied by the time that Developer is ready to proceed with Phase 2, then Developer may seek from the City an amendment to Section 6(a) of this Agreement in order to allow the Project to move forward:
- i. The City has not completed construction of Commerce Drive or Maker Way roadways that run adjacent to the east and west sides of the Project;
 - ii. The Central Davis Sewer District has not provided sufficient sewer capacity to accommodate Phase 2 and Phase 3 of the Project;
 - iii. The City has not provided sufficient offsite storm drain infrastructure and capacity for Phase 2 and Phase 3 of the Project;
 - iv. The Utah Department of Transportation has not completed the Shepard Lane Interchange to be constructed on Interstate-15; or
 - v. STACK has not completed the construction of the two (2) planned office buildings (approximately 180,000 square feet each) on STACK's adjacent property.

7. **Assignment.** Developer shall not assign this Agreement or any rights or interests herein without prior written approval by the City, which approval shall not be unreasonably withheld, conditioned or delayed. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. This Agreement may be assigned to a subsidiary or affiliate of the Developer without prior notice.

8. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Developer: Wasatch Farmington Holdings, LLC
Attn: Corey Johnson
620 South State Street
Salt Lake City, UT 84111

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

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

10. **Construction.** Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa, as the context may require. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein. Use of the word "including" shall mean "including but not limited to", "including without limitation", or words of similar import.

11. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent, or employee of the City shall be personally liable to Developer, or any successor-in-interest or assignee of Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement, unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

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

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

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

15. **Term.** This Agreement shall become effective upon the Effective Date and shall continue in full force and effect from such date until the date that is thirty (30) years after the City's completion of construction of the arterial and principal roads shown in the PMP, unless terminated earlier pursuant to Section 16 below.

16. **Termination.** Notwithstanding the foregoing, if Developer has not commenced development activities (which includes applying for building permits, clearing and grubbing the land, and seeking site plan approvals) on the Property within five (5) years of the date of this Agreement, the City may request Developer to provide the City with reasonable plans and assurances that Developer will develop the Property in accordance with this Agreement. In such event, Developer shall have 120 days after receiving such request from the City to provide the City with such information. If Developer fails to respond to such request within such time period, or responds within such time period with plans and assurances that are unacceptable to the City in the City's reasonable discretion, the City may terminate this Agreement by giving written notice to Developer within sixty (60) days following the termination of the 120-day response period described above.

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

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

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

“CITY”

FARMINGTON CITY

ATTEST:

D. Ann Carlisle
City Recorder

By: [Signature]
Mayor

APPROVED AS TO FORM:

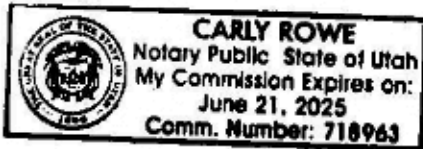
[Signature]
City Attorney



CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

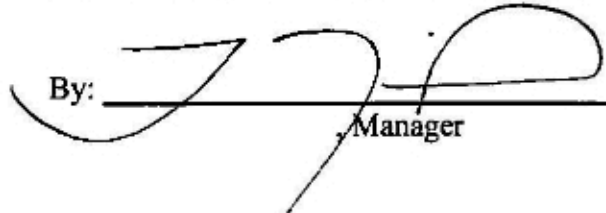
On the 16th day of December, 2022, personally appeared before me Brett Anderson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Brett Anderson acknowledged to me that the City executed the same.



[Signature]
Notary Public

“DEVELOPER”

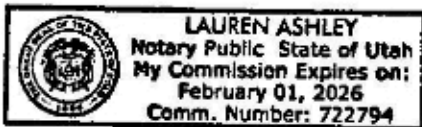
WASATCH FARMINGTON HOLDINGS, LLC

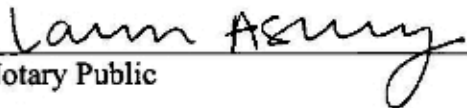
By: 
Manager

DEVELOPER ACKNOWLEDGMENT

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

On the 16 day of November, 2022, personally appeared before me Jeff Nielson, who being by me duly sworn did say that he is a manager of **Wasatch Farmington Holdings, LLC**, and that the foregoing instrument was signed in behalf of said limited liability company by virtue of the authority granted to such manager under the operating agreement of said limited liability company, and he acknowledged to me that said limited liability company executed the same.




Notary Public

ATTACHED EXHIBITS:

- EXHIBIT “A” – LEGAL DESCRIPTION OF THE PROPERTY
- EXHIBIT “B” – PMP (PROJECT MASTER PLAN)
- EXHIBIT “C” – DEED RESTRICTION FOR AFFORDABLE HOUSING

Exhibit A

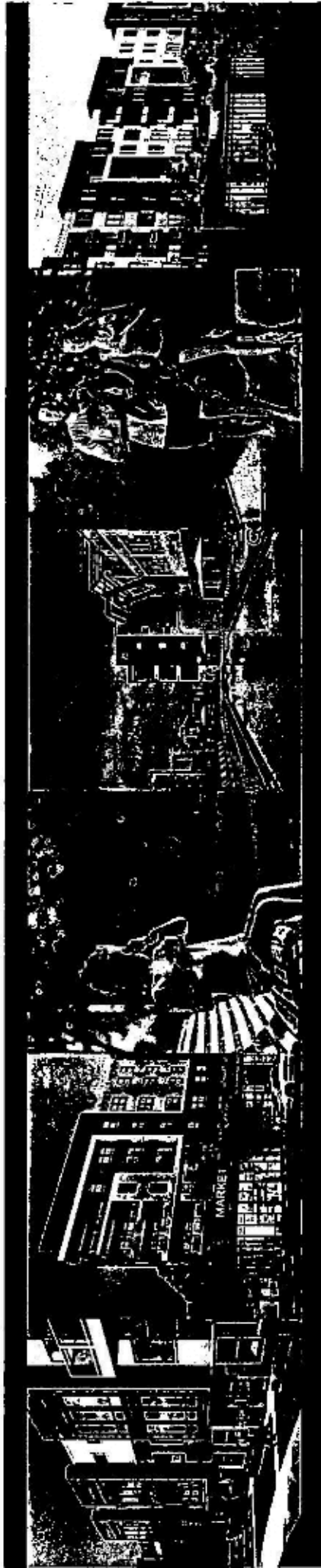
A part of the SE 1/4 of the Section 14, Township 3 North, Range 1 East, Salt Lake Base and Meridian, located in the City of Farmington, Utah, more particularly described as follows:

Beginning at a point being located S0°14'39"E 449.15' feet along the Section line and N89°34'30"W 30.37 feet from the Center of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian; thence S89°34'30"E 964.70 feet along the Southerly line of Tax Parcel NO. 08-060-0066 as identified by the Davis County Assessor to the Westerly line of a property described in Deed Entry No. 3490364 in the office of the Davis County Recorder; thence along said westerly deed line the following seven (7) courses: (1) S47°16'29"E 263.59 feet; thence (2) Southeasterly along the arc of a non-tangent curve to the right having a radius of 341.82 feet (radius bears: S42°42'05"W) a distance of 282.74 feet through a central angle of 47°23'36" Chord: S23°36'07"E 274.75 feet; thence (3) S00°07'07"W 117.84 feet; thence (4) S10°46'38"W 5.02 feet; thence (5) Southerly along the arc of a non-tangent curve to the left having a radius of 25.00 feet (radius bears: S79°13'39"E) a distance of 4.65 feet through a central angle of 10°39'14" Chord: S05°26'44"W 4.64 feet; thence (6) S00°07'07"W 84.29 feet; thence (7) S00°05'55"W 20.95 feet to the northerly right-of-way of Station Parkway; thence along said Northerly right-of-way N89°42'45"W 1,227.78 feet to the Easterly right-of-way of 1525 West; thence along said easterly right-of way the following three (2) courses: (1) N00°01'40"W 338.97 feet; thence (2) thence along the arc of a curve to the left with a radius of 572.00 feet a distance of 295.13 feet through a central angle of 29°33'43" Chord: N14°48'31"W 291.86 feet; thence N00°14'43"W 53.14 feet; thence N89°55'48"E 36.31 feet; thence S00°11'07"W 10.09 feet to the point of beginning.

Contains: 17.90 acres+/-



CANOPY SQUARE



HAVEN



THE SYCAMORE



WASATCH
RESIDENTIAL GROUP



November 8, 2022

To the Farmington City Mayor, City Council, Planning Commission
In Care of Mr. David Peterson, Community Development Director

Farmington City Hall
160 South Main Street
Farmington City, Utah 84025

Re: Canopy Square Project Master Plan

We are pleased to submit our Project Master Plan (PMP) for the Canopy Square Project to Farmington City. We are excited to be partners with Farmington City and to move forward the first phase of the long-envisioned North Farmington Station PMP. We believe that this PMP is possible due to the foresight of the City to recognize the importance of residential (both market rate and workforce housing) and retail in making this area of the city a success, where future residents will live, work and play.

Wasatch Residential Group has developed and acquired more than 7,200 multi-family units throughout the Western United States. This success has been possible by creating vibrant neighborhoods, places where people want to stay long term because they enjoy the amenities, open space, architecture and high level of management.

We are pleased that Farmington City has embraced the idea of creating a new and unique neighborhood. The goals and objectives of this PMP will bring pedestrian connectivity, open space, amenities and quality architecture together to create a walkable neighborhood that will set the standard for the larger North Farmington Station project.

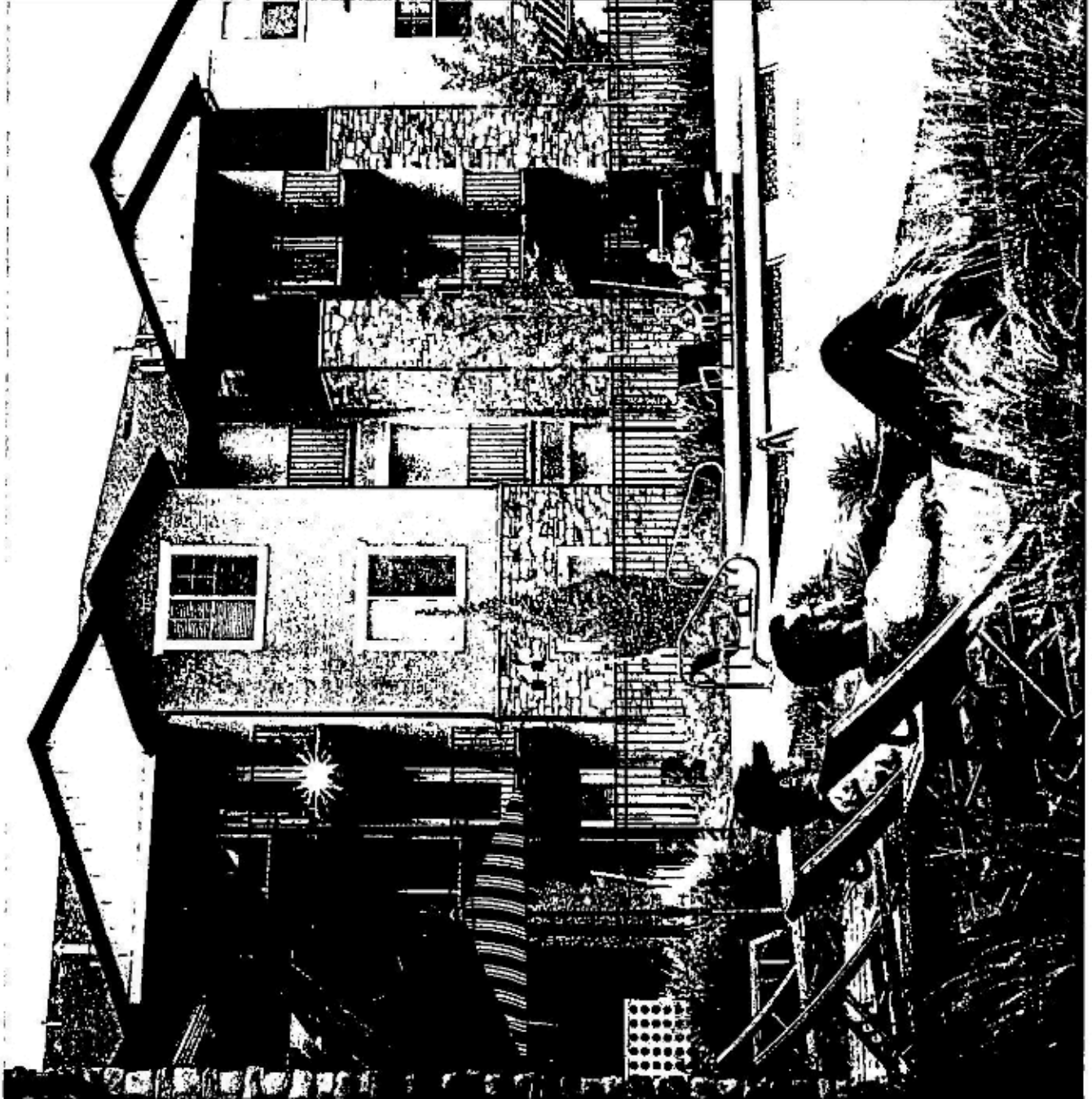
We would be remiss if we did not mention our appreciation to the many city staff members who have worked with Wasatch Residential Group to this point and look forward to a long and rewarding experience together as we build out this first 20-units.

Sincerely,


Jeff Nielson
President

Corey Johnson
Vice President


Adam Lankford
VP of Development



CONTENTS

01 | Project Master Plan Narrative

- Current Zoning Map - 3
- Site Context - 4
- Existing Conditions - 4
- Objectives - 5

02 | Description of Land Use Concepts

- Parking Strategy - 6
- Color Site Plan - 9
- Architecture - 10, 11
- Passive / Active Open Space - 11
- Circulation - 15

03 | Preliminary Transportation Analysis

- Roadway Network and Visual SP - 1 - 15

04 | Utilities and Infrastructure

- Utility Lines - 22
- Stormwater - 22
- Sanitary Sewer - 23
- Primary Water - 23
- Secondary Water - 21

05 | Sequence and Timing

- Section 140 Petition

PROJECT MASTER PLAN
NARRATIVE

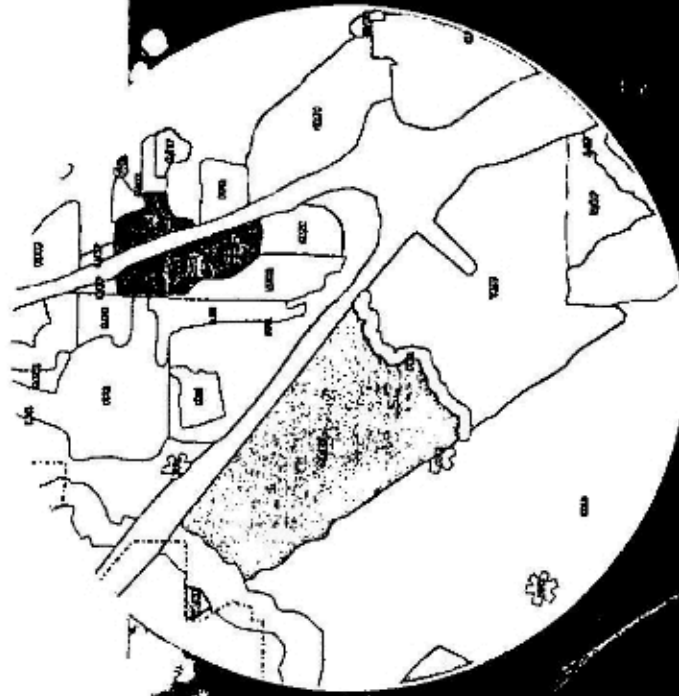
01

FARMINGTON CITY GENERAL LAND USE PLAN

Flexibility in design and a mix of residential product types is allowed to encourage a diversity of uses that can respond to market forces while being consistent with a design that promotes a pedestrian oriented pattern of development.

We agree with this and are supportive of the City's land use plan and the associated OIMU Zoning.

The Mixed-Use Districts Zoning Ordinance (Farmington City Zoning Regulations Chapter 18) establishes development standards and guidelines that are enacted to provide and encourage a compatible mix of retail and residential uses, rather than a separation of uses, that is consistent with the objectives of the Farmington City General Plan.



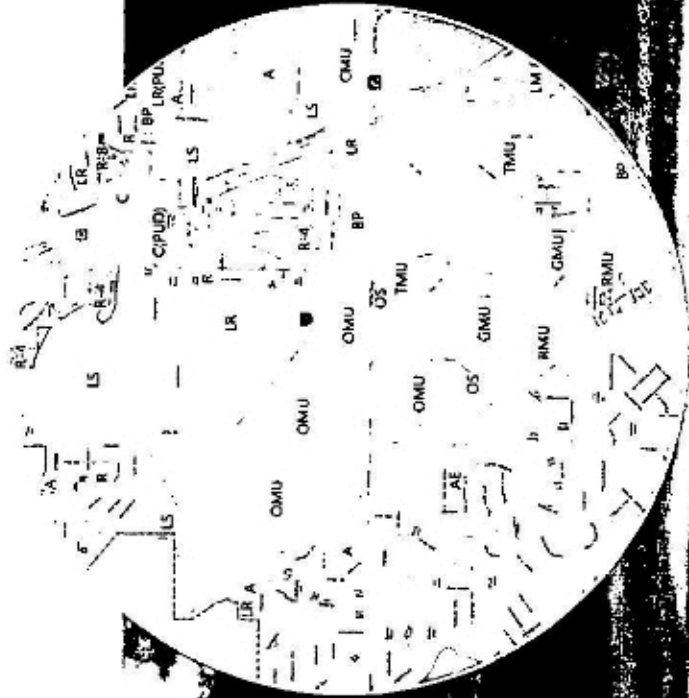
FARMINGTON CITY CURRENT ZONING MAP

The current zoning of the property is OMU for the entirety of the Canopy Square project.

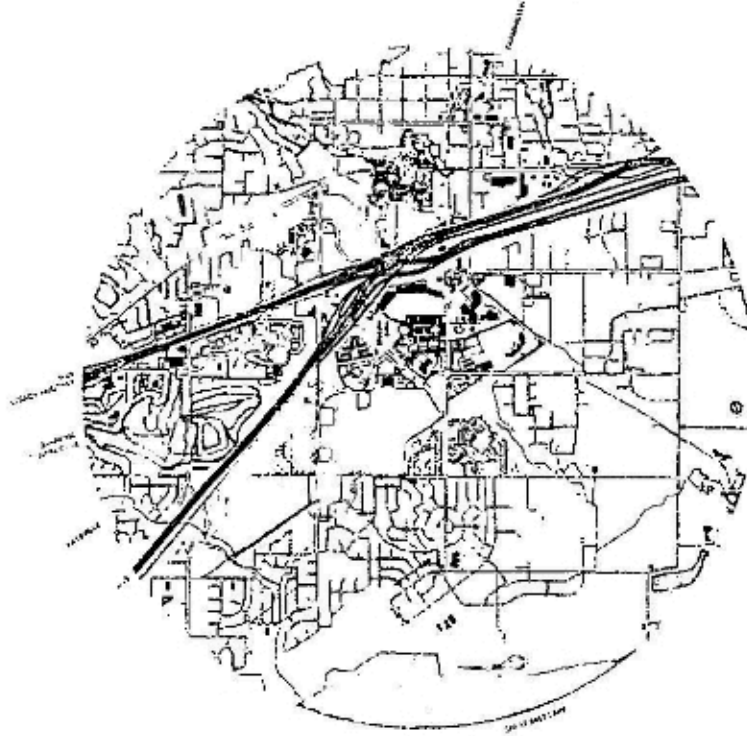
INCORPORATION OF EXISTING STRUCTURES:

The PMP area is essentially vacant and has been for a number of years.

This zoning allows for residential neighborhoods within the larger office mixed use district.



CANOPY SQUARE SITE CONTEXT



EAST EDGE The east boundary of the PMP is defined by Maker Way with Office directly east of that and the Red Barn Development.

SOUTH EDGE The south boundary of the PMP is defined by Burke Lane and future OMU zoning to the south of Burke Lane.

WEST EDGE The west boundary of the PMP is defined by the Commerce Drive and future OMU zoning west of Commerce Drive.

DEVELOPMENT STANDARDS AT PMP EDGE:
The 20-acre PMP area extends from the future Commerce Drive on the West, future Maker Way on the east, the existing Burke Lane on the south and vacant land to the north. The uses proposed of this PMP are compatible with the proposed uses of the adjacent vacant properties.

NORTH EDGE The north boundary of the PMP area is defined by vacant land that will be residential/mixed use in the future.



OBJECTIVES:

The Goals of this PMP is to align with the Vision and Purpose of Farmington City General Plan, zoning ordinance and the North Farmington Station PMP. The Objectives of this PMP are as follows:

A. Create an exciting destination

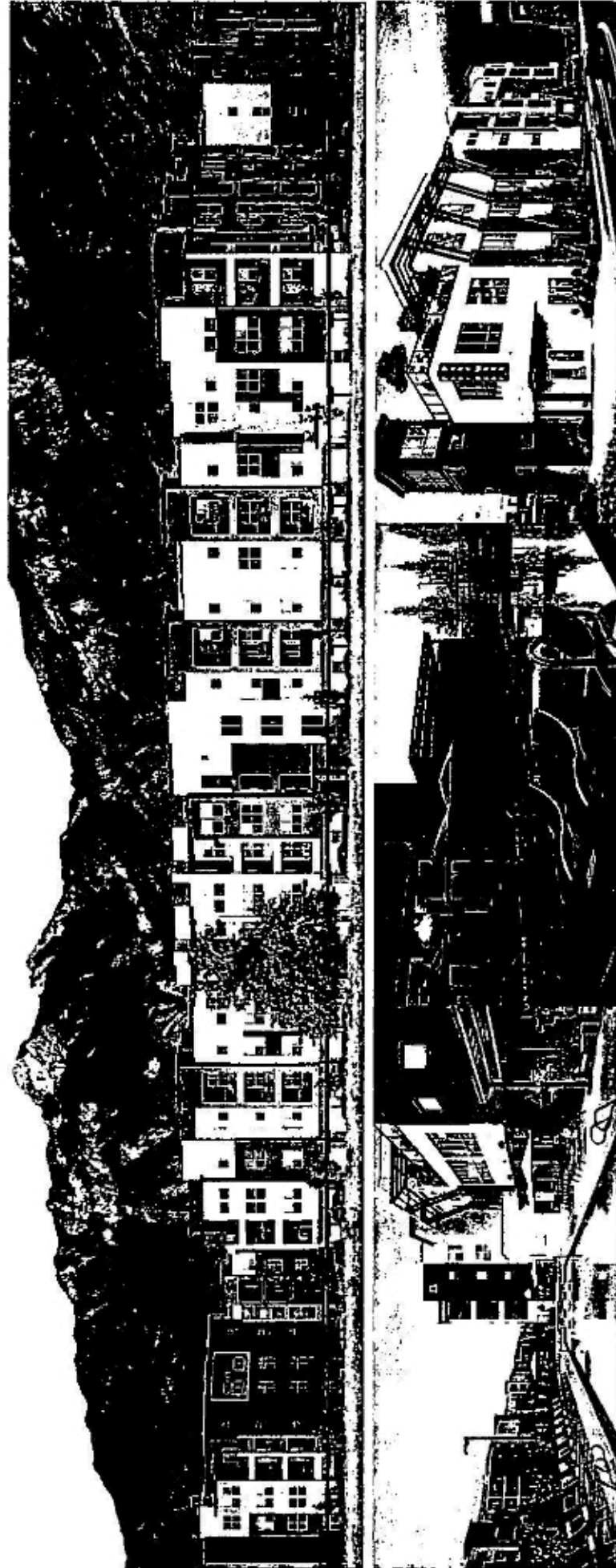
- Provide high quality architecture
- Provide high end amenities
- Create a sense of arrival with entrance monuments and features

B. Create a neighborhood with a diverse housing plan

- Provide quality townhomes to attract families to the area
- Provide high end units for young professionals
- Provide high end stacked flat units

C. Create a neighborhood with an array of passive and active open space (with the following or similar amenities)

- Lawn area
- Pools
- BBQ areas and outdoor fire pits
- Courtyards and walkways
- A variety of tree and shrub species



D. Promote quality urban design

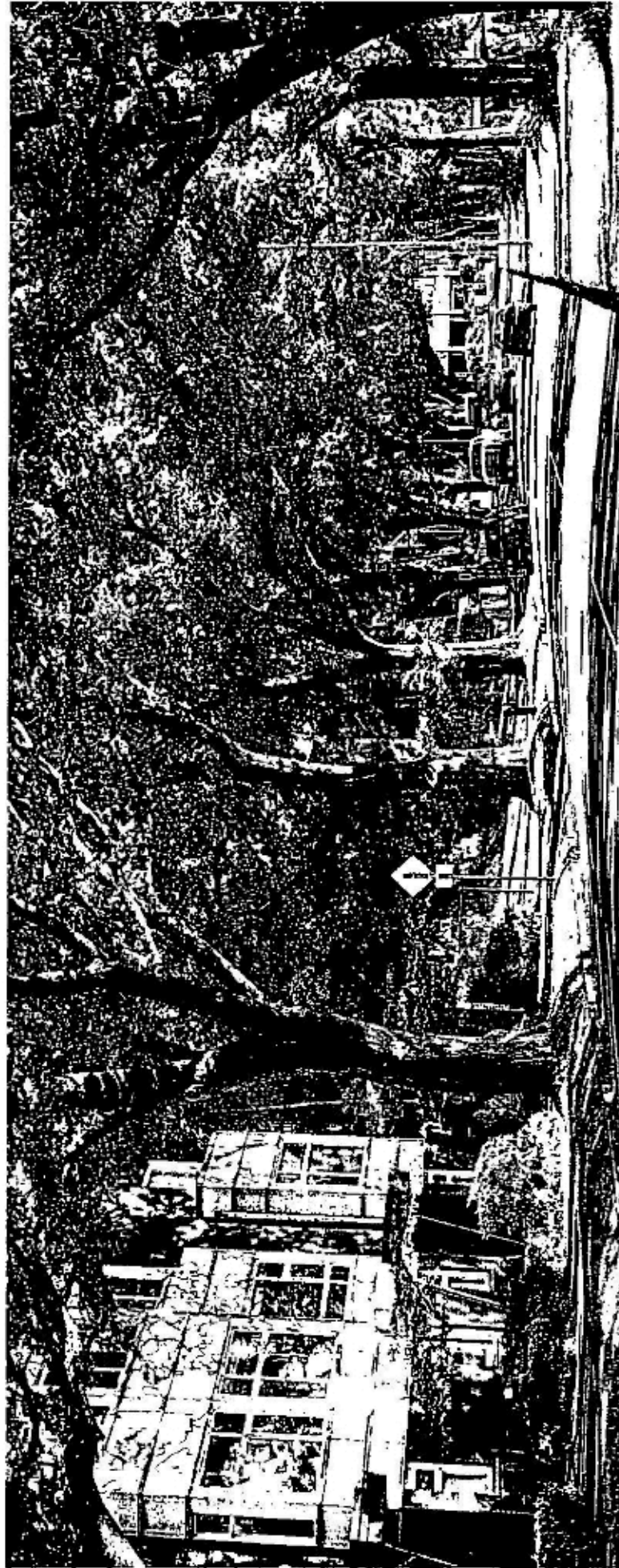
- Quality primary materials
- Strategic use of glazing
- Emphasize pedestrian entrances
- Use colors and materials that create a sense of place
- Enhance sides of buildings facing roads
- Flat buildings planes will not be allowed

E. Connect the 20 acre site to the larger North Farmington Station PMP

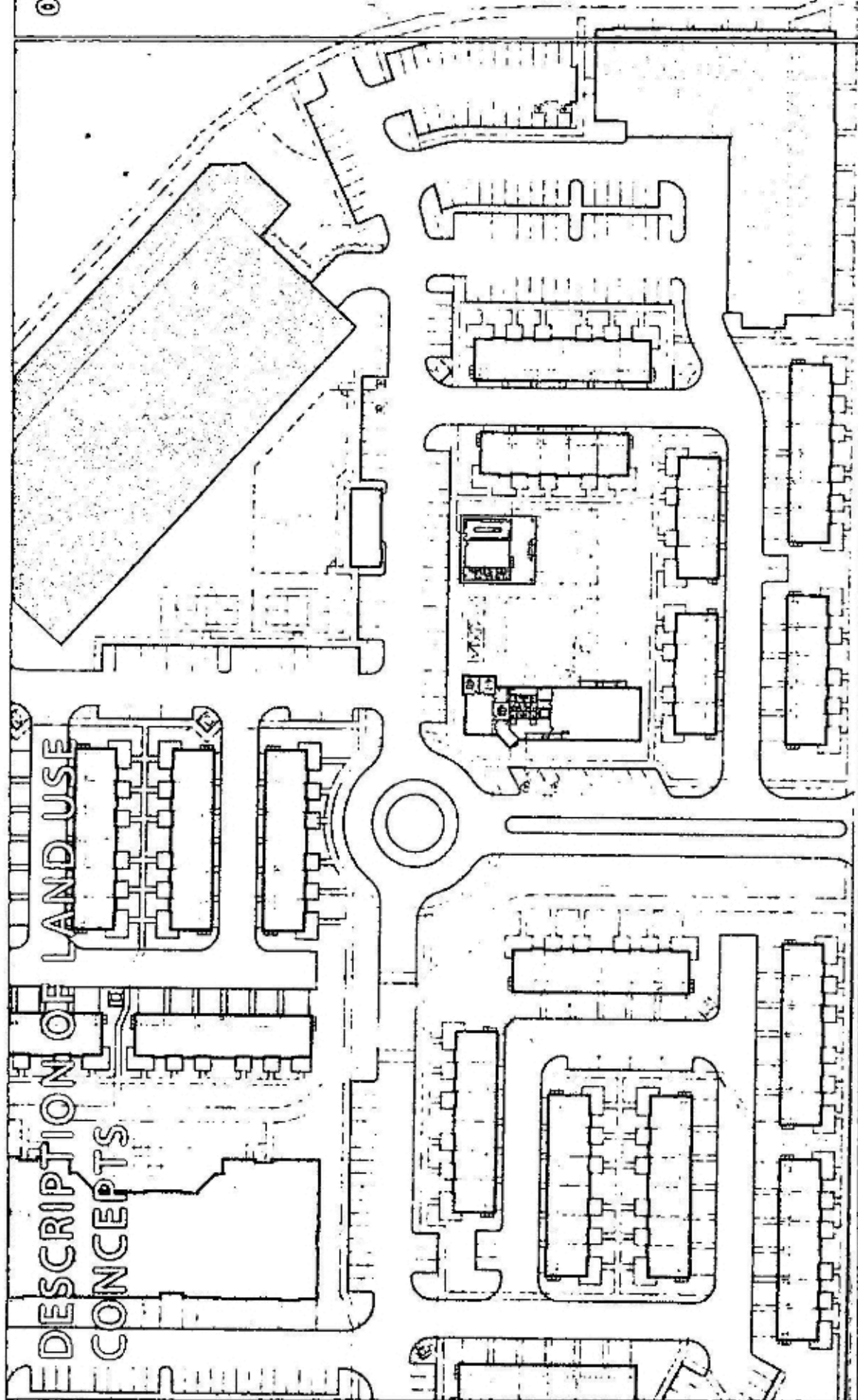
- Create a strong pedestrian connection to the Downtown Area along Spring Street
- Create pedestrian connections to future trail system

F. Promote Farmington City's heritage

- Use Sycamore trees to line residential streets
- Use Farmington rock material on entrance monuments and features where possible



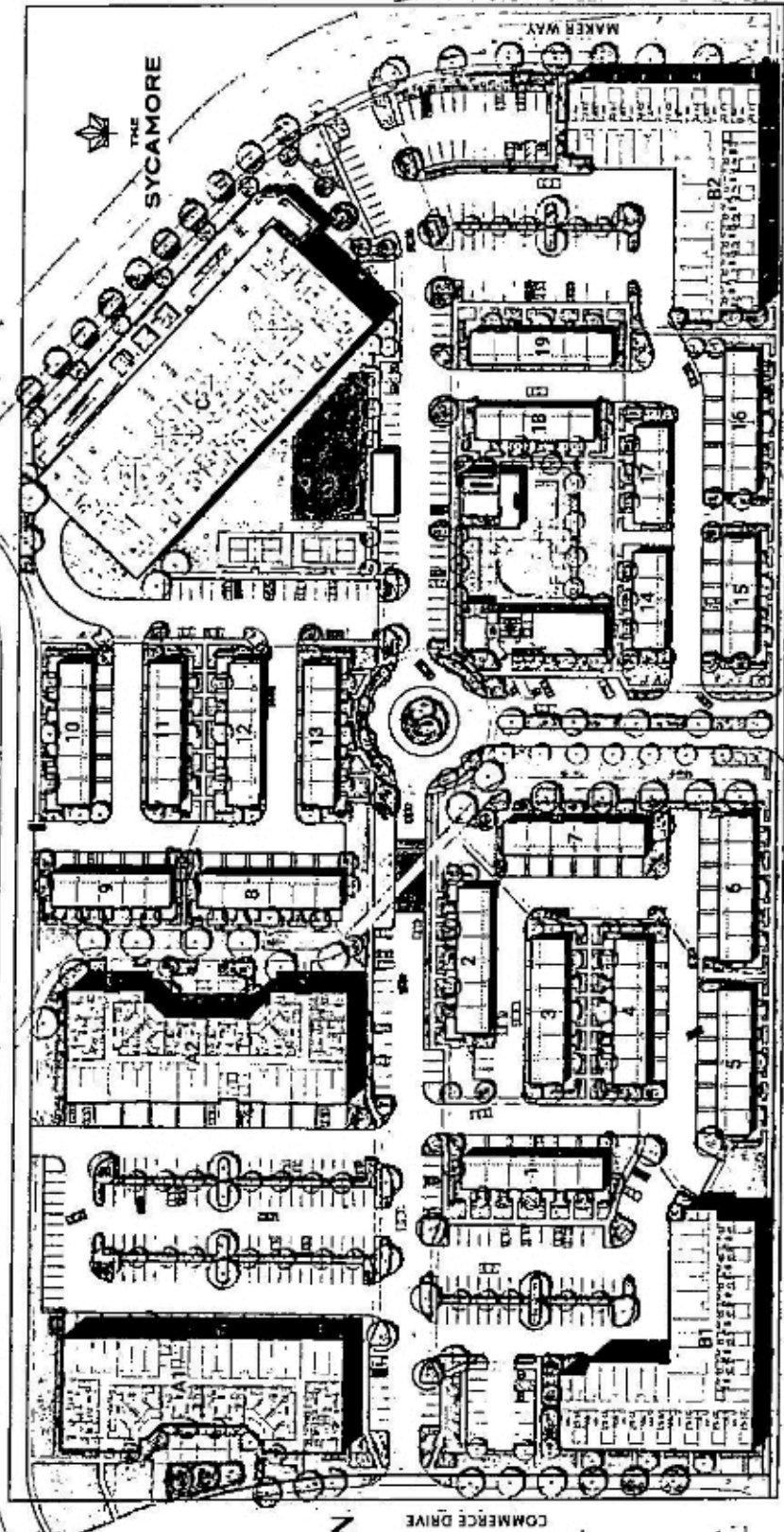
02



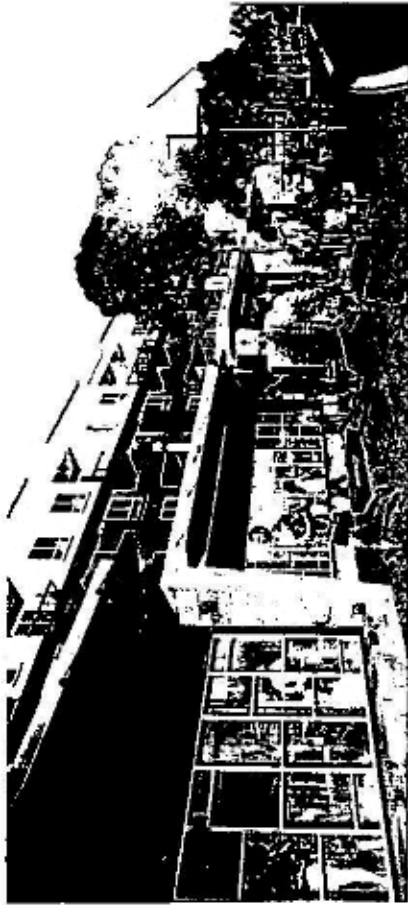
DESCRIPTION OF
LAND USE
CONCEPTS

CANOPY SQUARE LAND USE AREAS

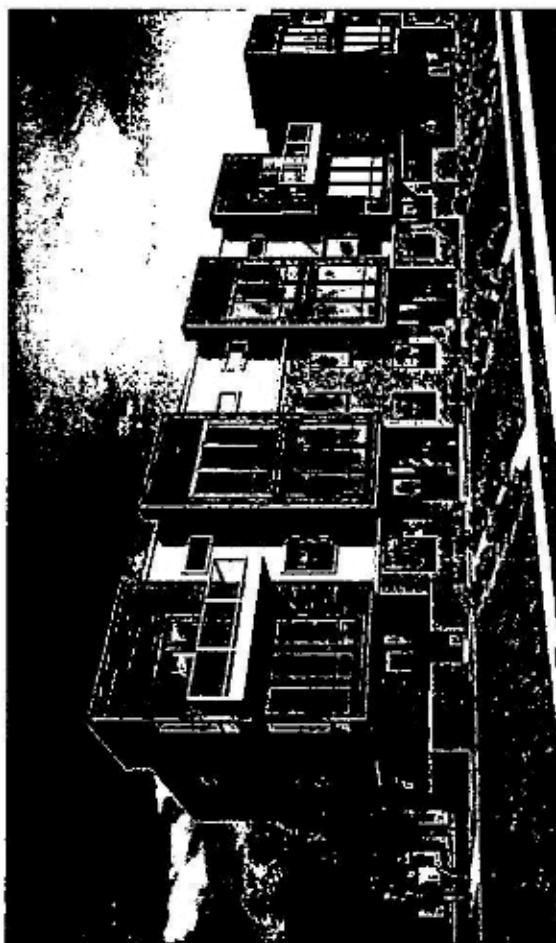
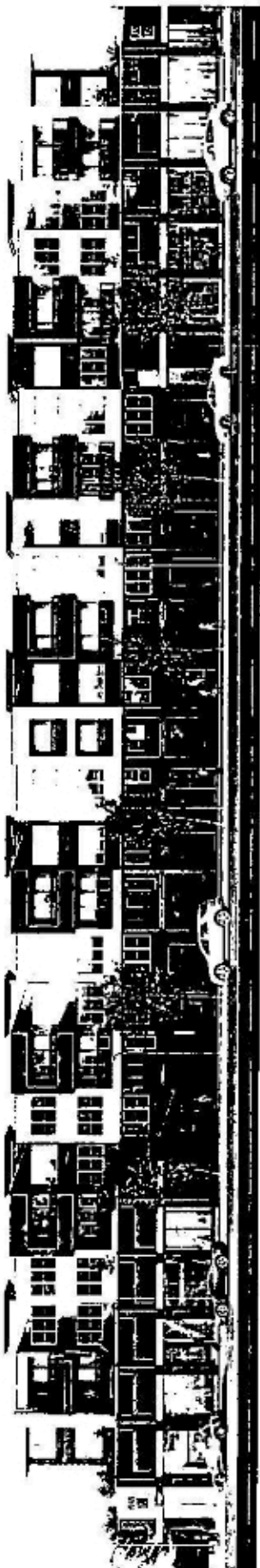
Image	Image	Image	Image	Image	Image
<p>MULTIFAMILY STACKED FLATS (BLDG A)</p>	<p>MULTIFAMILY STACKED FLATS (BLDG B)</p>	<p>MIXED USE PODIUM (BLDG C) RESIDENTIAL / RETAIL</p>	<p>MULTIFAMILY TOWNHOME (BLDG 1 - 19)</p>	<p>OPEN SPACE PASSIVE</p>	<p>OPEN SPACE ACTIVE</p>
<p>DESCRIPTION OF LAND USE CONCEPTS:</p> <p>The land uses included in this PMP are as follows:</p> <ul style="list-style-type: none"> Multifamily Stacked Flats A - 42,100 SF Multifamily Townhome - 78,890 SF Mixed Use Podium - 47,000 SF Multifamily Stacked Flats B - 43,400 SF Open Space Passive Open Space Active 	<p>PARKING STRATEGY:</p> <p>The City's Zoning Ordinance establishes the parking basis for Farmington City in Chapter 32. The minimum parking requirements for multifamily are 1.6 stalls per unit and .25 guest stalls per unit.</p> <p>Parking provided within the 20-acres will include structured parking, surface parking, driveway parking, garage parking and on street (off site) parking. It is important to have the right amount of parking for the uses within this PMP. Proper planning should preclude both not enough parking as well as too much parking.</p>	<p>The City's Mixed-Use Ordinance Chapter 18 further defines the parking requirements for Transit Oriented Development, and minimizes the parking rate of Transit Oriented Development based on proximity to the Transit Station. With the inclusion of the proposed location of the Remore Transit Station onto the north of this site, the minimum parking ratios may be reduced.</p>	<p>The Zoning Ordinance provided for reductions based on shared parking analysis that may be implemented in order to take advantage of complementary uses for further reduction. The fulfillment of this PMP will include a parking study and shared parking analysis if any further reduction to the required parking is to be implemented on a project specific basis. The actual parking that will be provided will be within these parameters as a minimum, with the caveat that the market and the needs of the particular user will drive the final number of stalls provided.</p>		



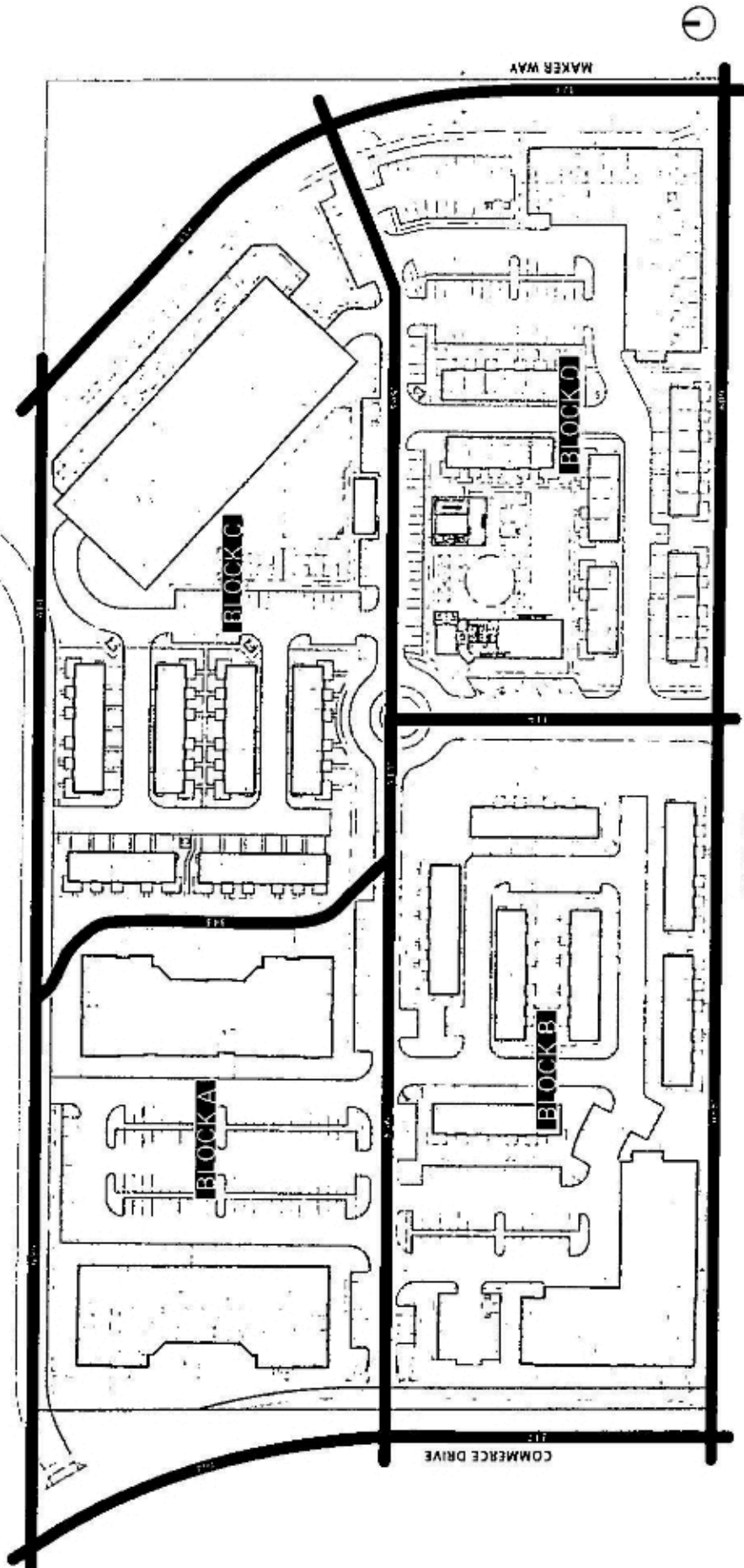
CONCEPT PLAN



CONCEPTUAL ARCHITECTURE



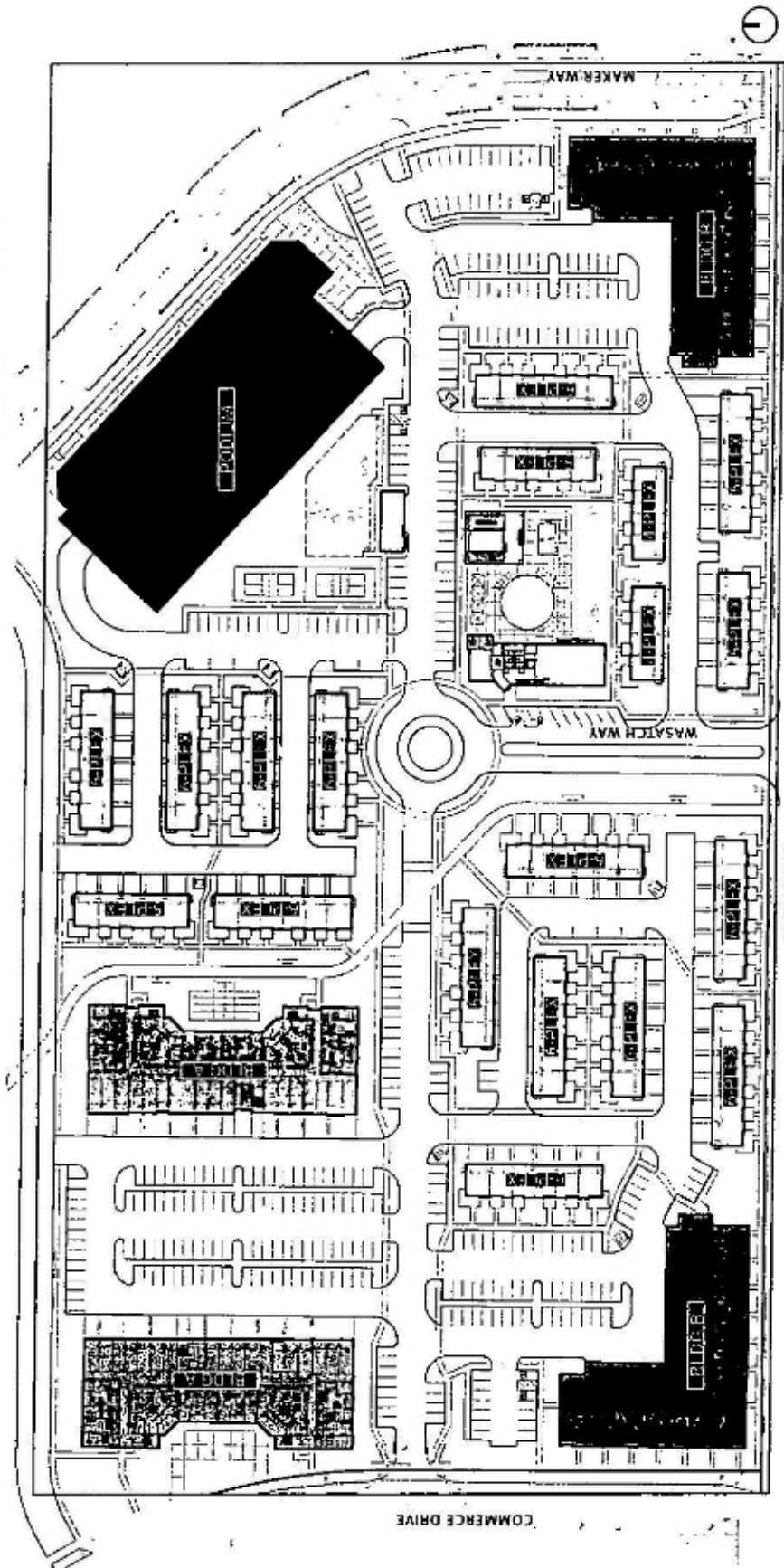
CONCEPTUAL ARCHITECTURE



BLOCK EXHIBIT

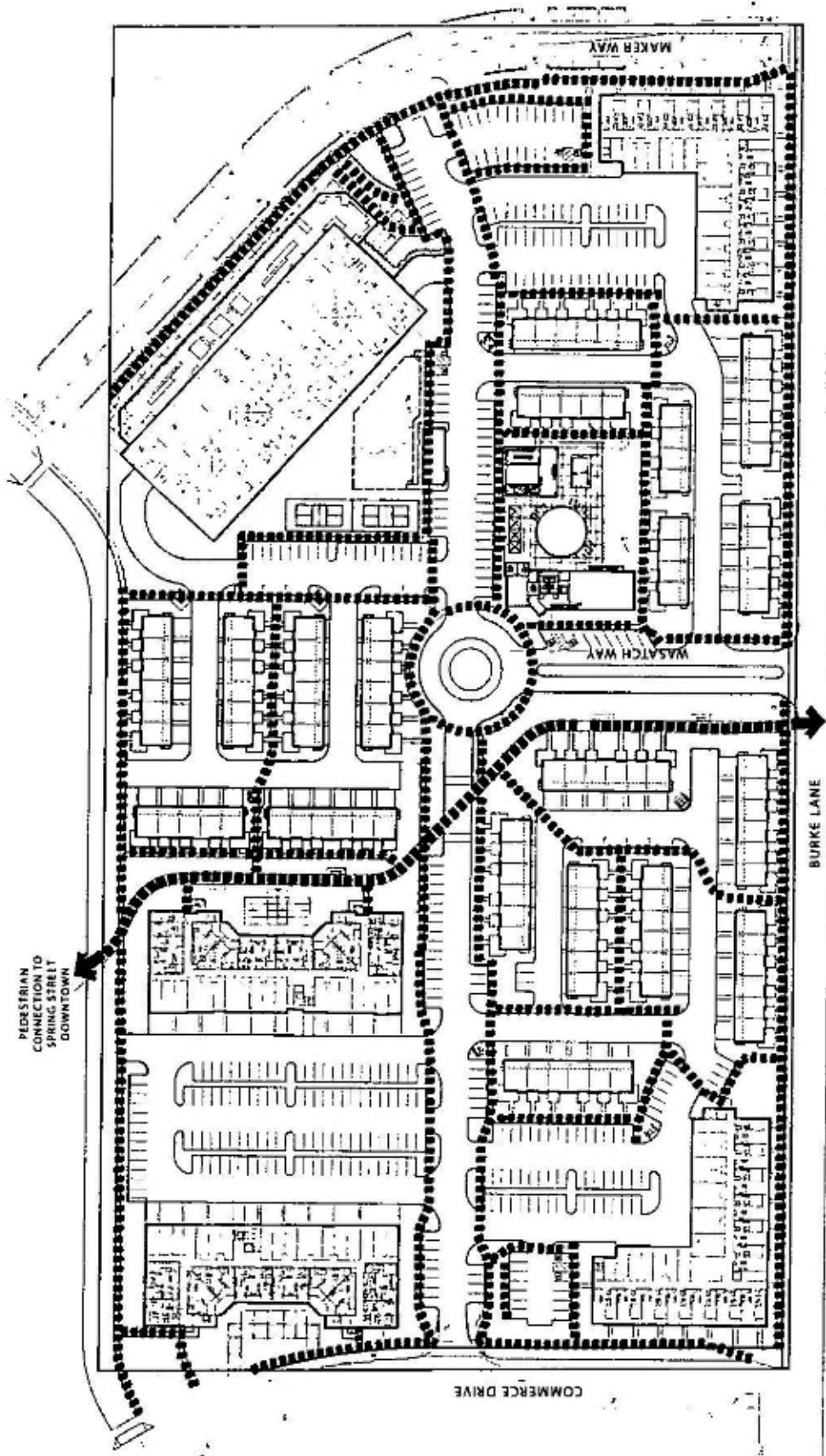
BUILDING FOOTPRINT AREAS:

BUILDING A (2): 42,100 SF (116 UNITS)	BUILDING B (2): 21,700 SF EA. (54 UNITS) 44,400 SF (116 UNITS)	4 PLEX TH BLDG (2): 3,010 SF EA. (8 UNITS)	PODIUM BUILDING: 47,000 SF (130 UNITS)
BUILDING C (2): 21,700 SF EA. (54 UNITS)	5 PLEX TH BLDG (3): 4,410 SF EA. (84 UNITS)	5 PLEX TH BLDG (3): 3,710 SF EA. (15 UNITS)	TOTAL BUILDING SF: 211,390 SF
BUILDING D (2): 21,700 SF EA. (54 UNITS)	6 PLEX TH BLDG (14):	6 PLEX TH BLDG (14):	TOTAL UNIT COUNT: 461 UNITS



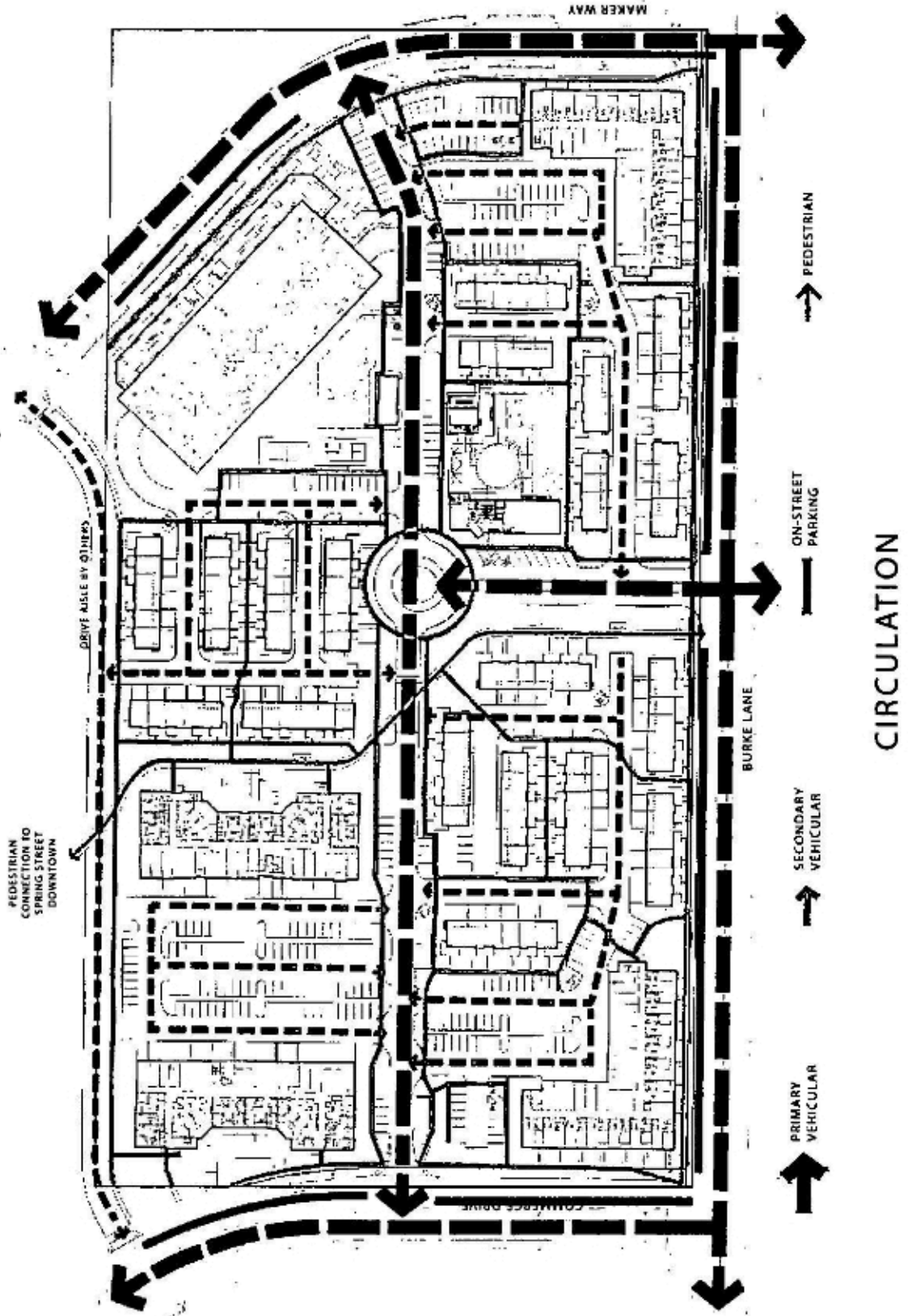
SYCAMORE MIXED-USE PODIUM
 HAVEN MULTIFAMILY TOWNHOMES
 HAVEN MULTIFAMILY STACKED FLATS
 HAVEN MULTIFAMILY STACKED FLATS

CONCEPTUAL LAND USES



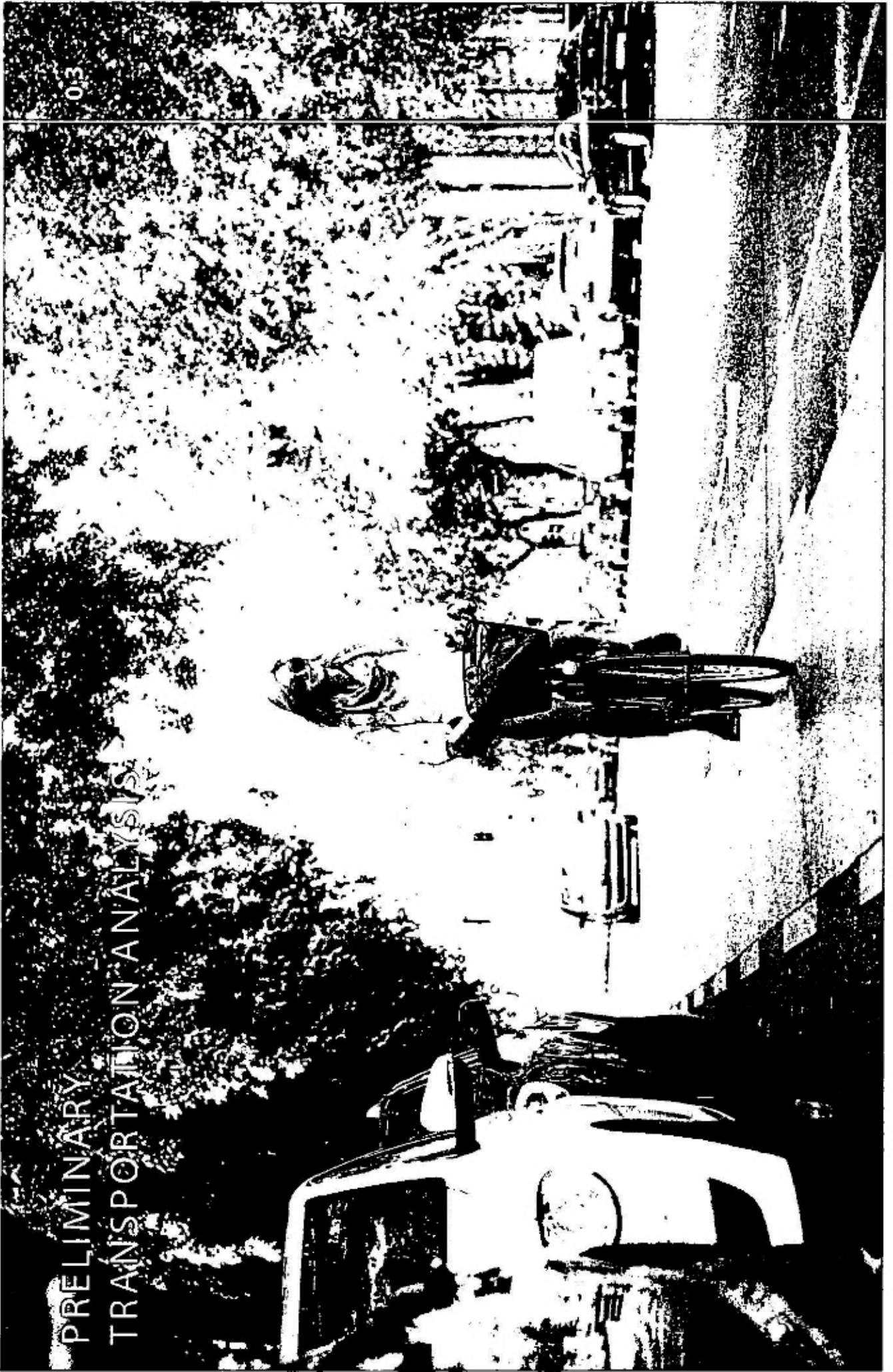
ACTIVE OPEN SPACE
PEDESTRIAN CIRCULATION

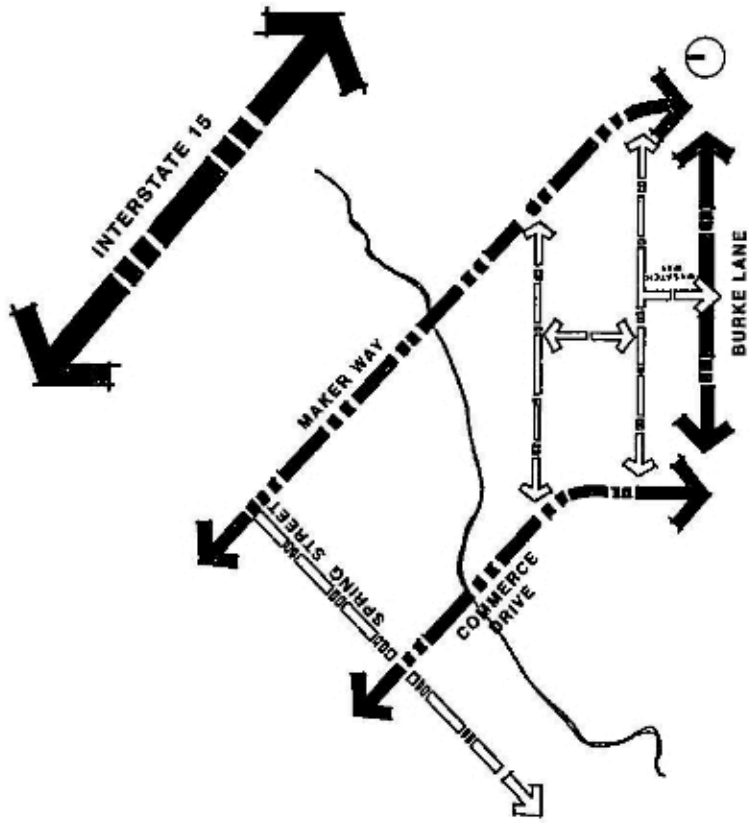
ACTIVE / PASSIVE OPEN SPACE



PRELIMINARY
TRANSPORTATION ANALYSIS

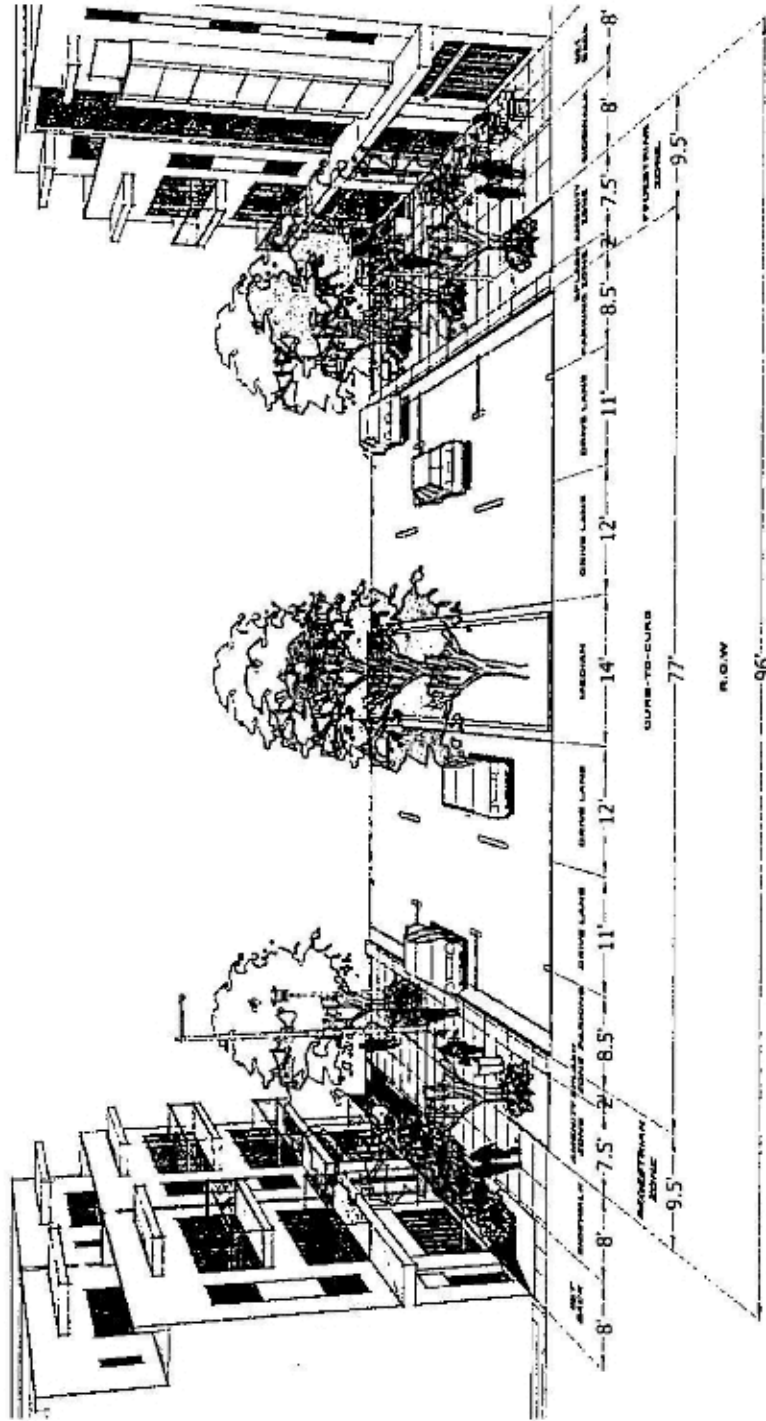
03



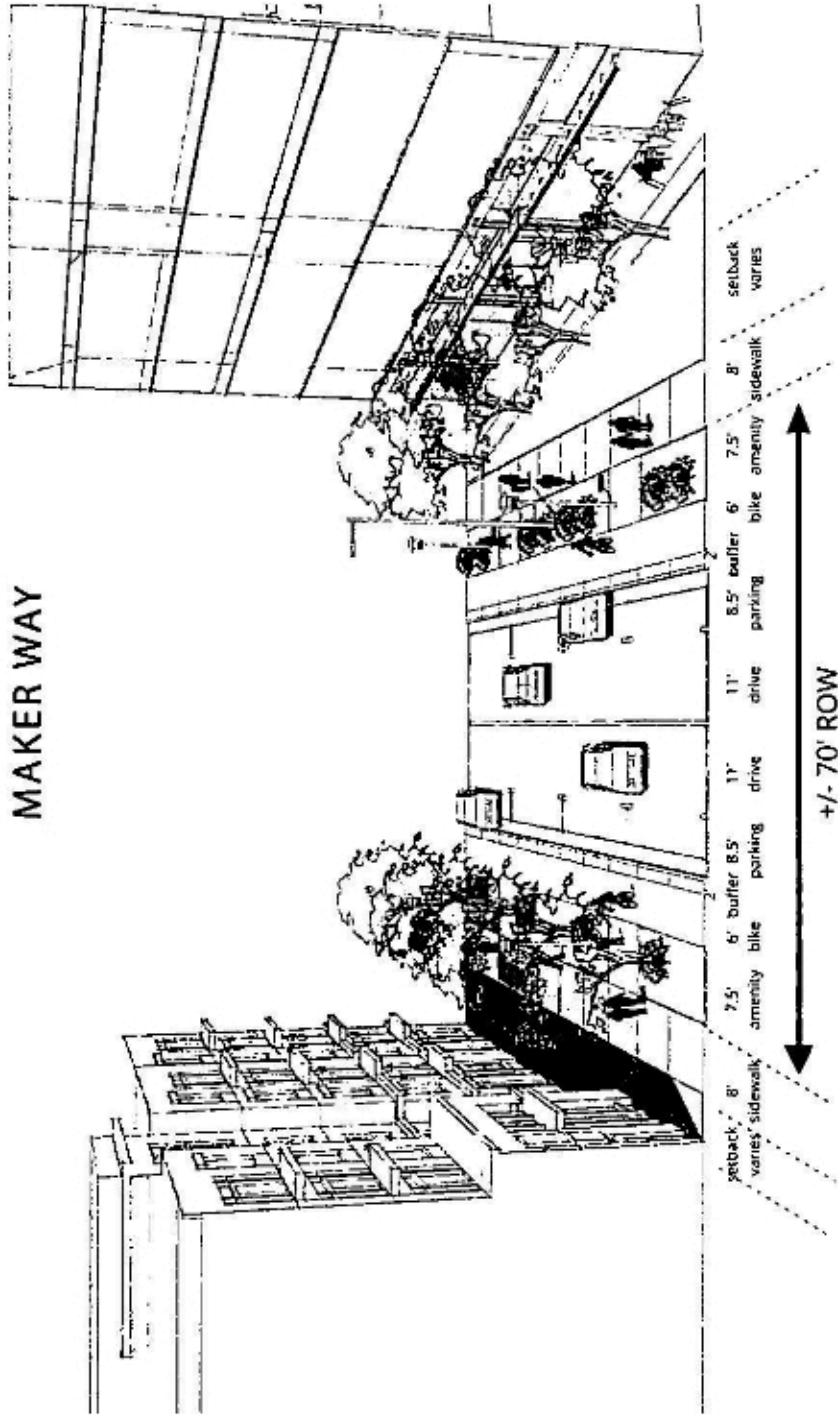


ROADWAY NETWORK

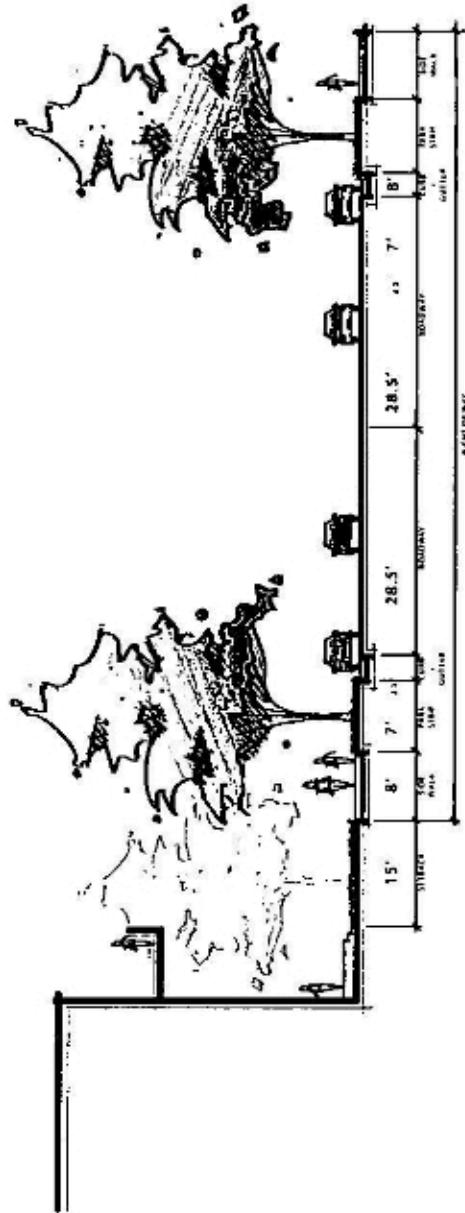
COMMERCE DRIVE



MAKER WAY



BURKE LANE



UTILITIES AND
INFRASTRUCTURE

04

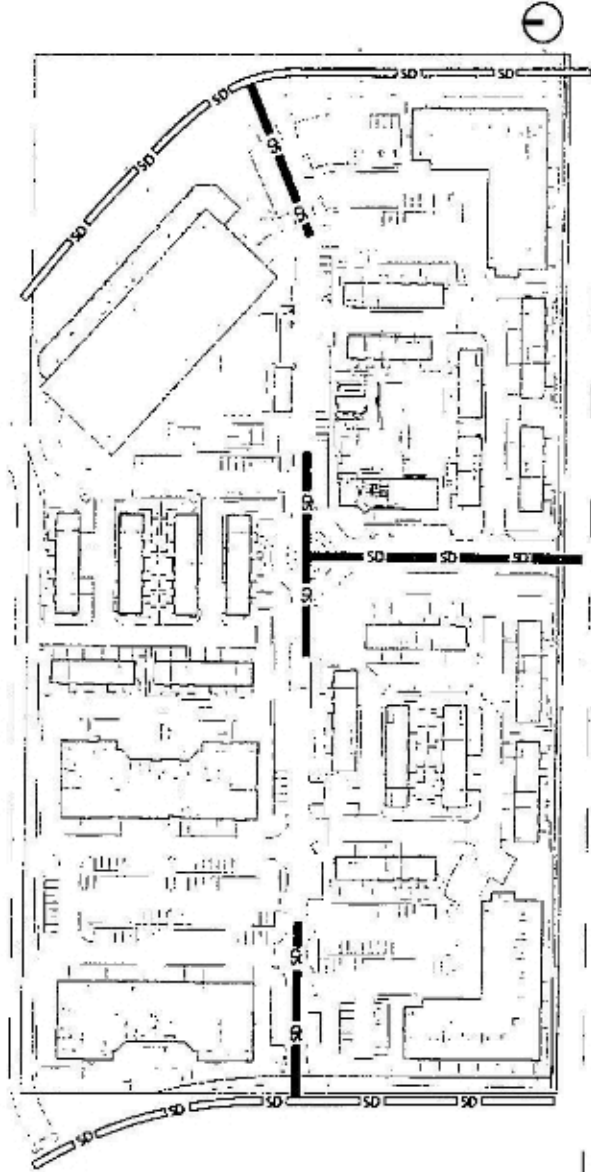


UTILITIES AND INFRASTRUCTURE:

The following is a brief description of the existing and proposed infrastructure that will serve the Canopy Square development. Infrastructure will include: culinary water, secondary water, sanitary sewer, storm drain and utilities.

DRY UTILITIES: Dry utilities for the project are available in the area and are being coordinated with the various providers including Dominion Gas, Rocky Mountain Power, Utopia, Comcast and several others. Dominion Gas has a high-pressure line that exists in an easement along the rail/trail corridor. Other utilities are present to the south and will be extended to the project to provide service.

STORM WATER: Stormwater for the project will discharge directly into the city system and regional basin south of Burke Lane.



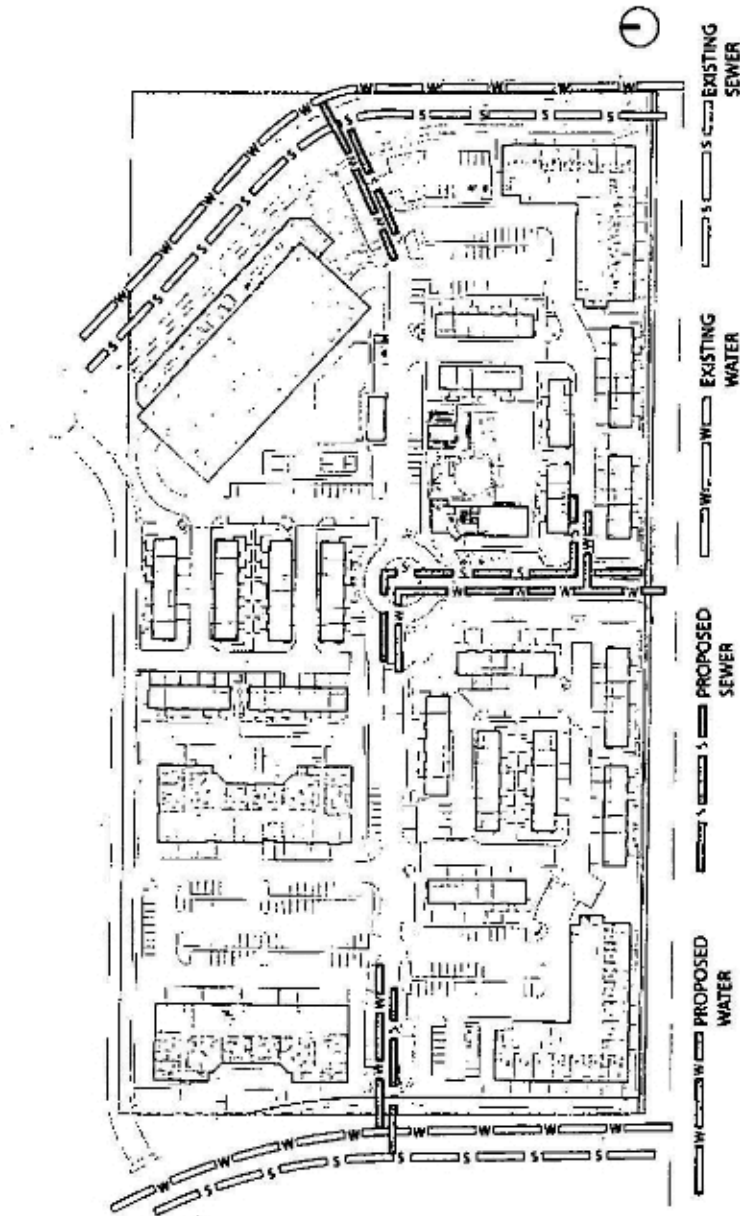
STORMWATER PLAN

SANITARY SEWER: Sanitary sewer for the project will be provided by Central Davis Sewer District. The District currently has sewer lines located in both 1525 W and in Burke Lane. The existing line located in 1525 W is a 12-inch diameter PVC sewer that connects to the 30-inch line located in Burke Lane. Both of these lines are currently flowing at capacity and are restricted in accepting new sewer flows. The district plans to run a new collector line from the treatment facility to the edge of the rail/trail corridor at the new Shepard Lane ROW where it will terminate. It will be necessary to

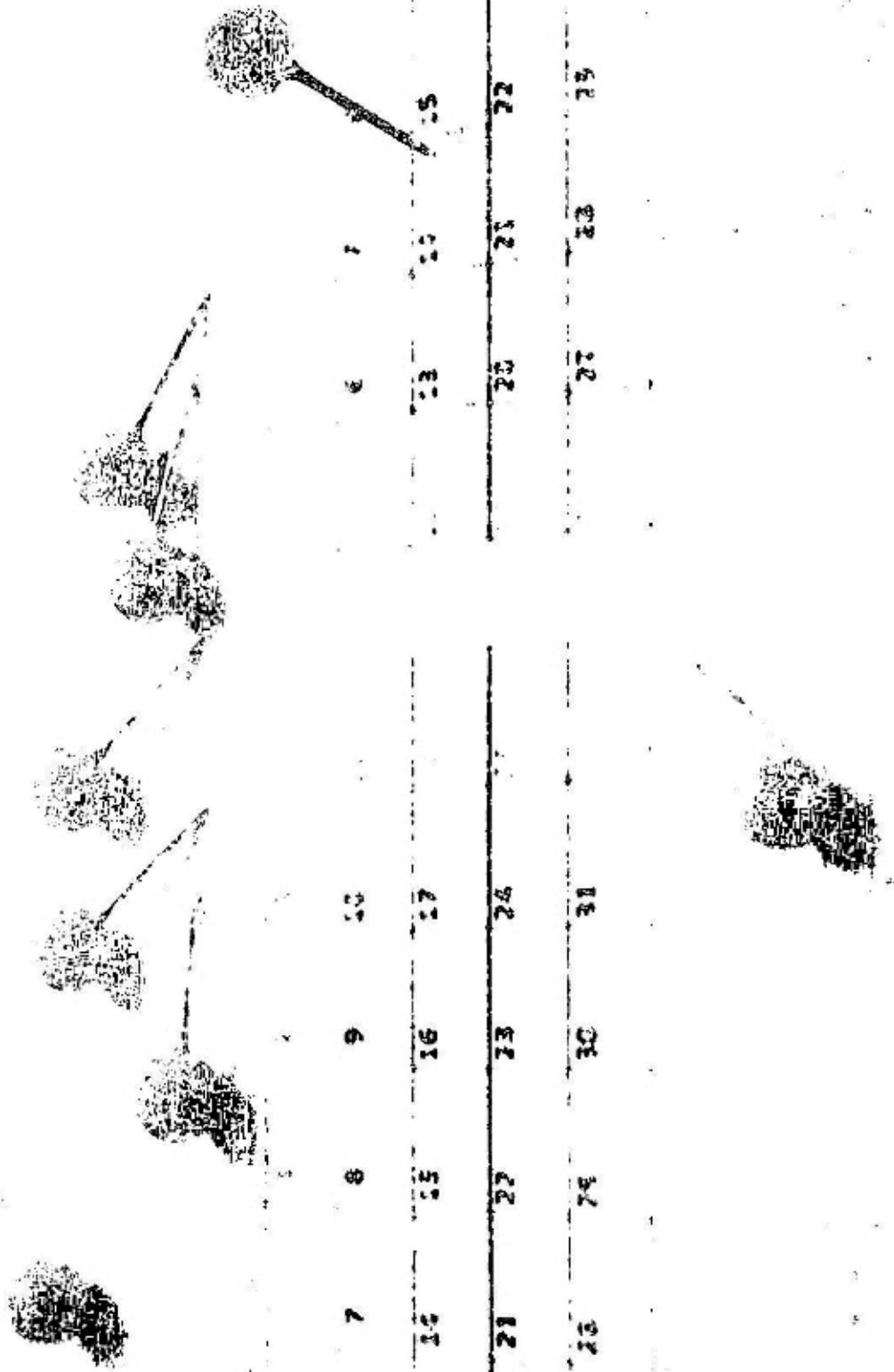
connect this new pipeline to the existing outfall at the North End of 1525 W in order to divert flows from the North part of Farmington City to the new collector to be constructed by Central Davis. Once the new connection is made and the outfall line is functional, capacity will be freed up in the existing sewer lines running through the project. The new development will route the bulk of the flow for the project down to the existing 30-inch line in Burke Lane.

CULINARY WATER: Culinary water lines exist in both 1525 W St and Burke Lane and are controlled by Farmington City. The project will connect to both of these existing water lines and provide a new culinary water loop throughout the development to provide fire flow and domestic service to the proposed development (see overall utility map for water system map). The existing pipelines for this city are both 10 and 12 inch in diameter and should be ample to supply the proposed development for fire flow and for domestic service. A looped water system will be installed to provide redundancy for the development.

SECONDARY WATER: Irrigation water for the project will be provided by the Weber Basin Water Conservancy District through their existing line located on the East side of the property running from the South to the edge of the existing Creek. All parcels within a development will be required to use Weber Basin water for their irrigation needs. The development will connect to the existing Weber Basin line and provide a loop system throughout to provide the irrigation needs for the development.



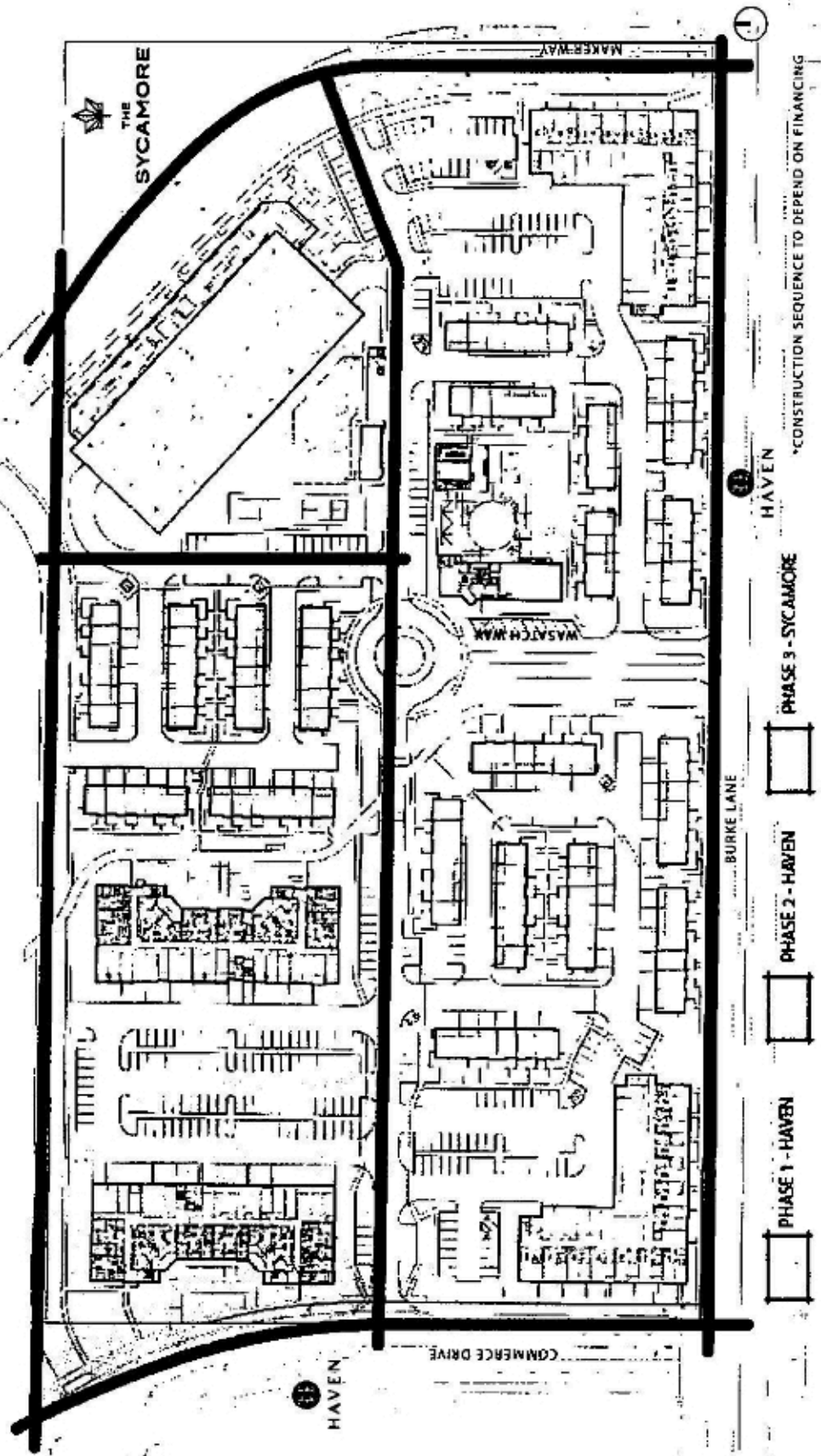
UTILITY PLAN



5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

CANOPY SQUARE SEQUENCE AND TIMING





*CONSTRUCTION SEQUENCE TO DEPEND ON FINANCING

CONSTRUCTION SEQUENCE EXHIBIT



SECTION 149 SECTION

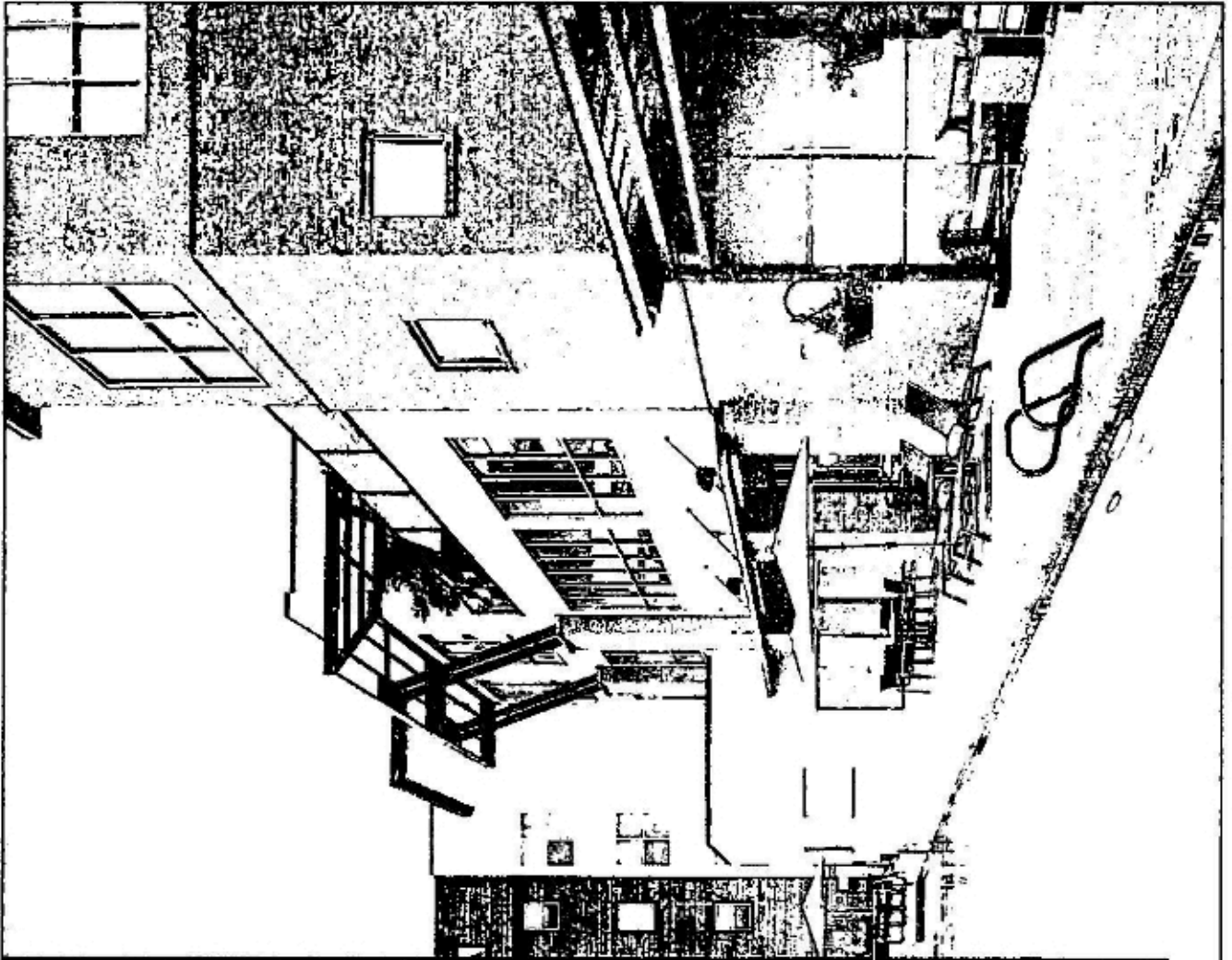
06

Alternative Approval Process, Development Agreements (Section 11-1B-140) Petition

The Farmington City Zoning Ordinance makes provision for an Alternative Approval Process, Development Agreements (Sections 11-1B-140). This makes provision for refinements to Chapter 1B of the Zoning Ordinance in conjunction with a Development Agreement, as outlined by Section 11-1B-140:

Consideration and Approval Of Development Agreement: The development agreement shall be considered at the same time as the PMP and following the same approval process described in section 11-1B-080 of this chapter. The criteria for review of a PMP and development agreement application by the Planning Commission and City Council shall consist of the following criteria in lieu of the criteria set forth in subsection 11-1B-080 of this chapter:

1. Consistency with the Farmington City General Plan;
2. Compliance with applicable City codes, rules, regulations and standards applicable to the proposed PMP, except that uses and development standards specifically included in the development agreement may be different from those contained in the Farmington City ordinances;
3. Consistency with any development standards determined by the City to be applicable to all development within the TOD Mixed Use Districts;
4. Establishment of a mix of uses in locations that will promote and encourage the goals of the TOD Mixed Use Districts and be consistent with the objectives of section 11-1B-050, "Uses," of this chapter; and
5. Establishment of circulation and transportation features sufficient to meet the requirements of section 11-1B-040, "Regulating Plan," of this chapter, to coordinate with anticipated off-site circulation and transportation features and to further any applicable community wide transportation objectives.





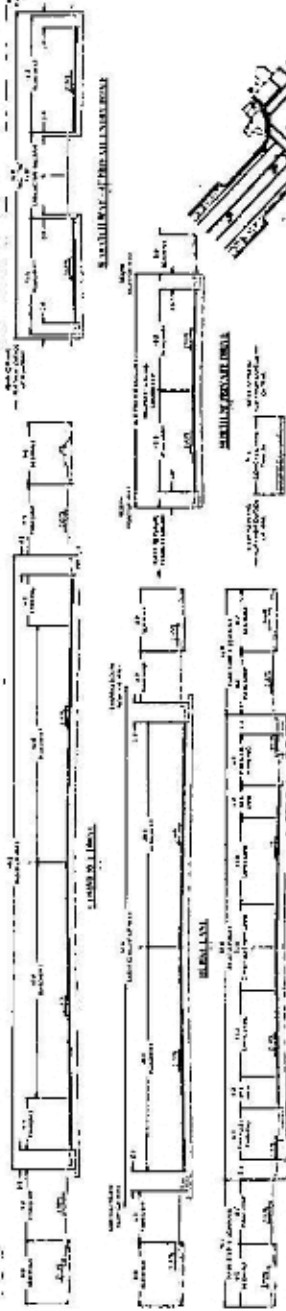
FARMINGTON APTS
FARMINGTON CITY, UTAH
SITE PLAN

SITE PLAN

C3

Market Rate Tabulation

Market Rate	Number of Units	Weighted Average
Market Rate 1	100	100
Market Rate 2	100	100
Market Rate 3	100	100
Market Rate 4	100	100
Market Rate 5	100	100
Market Rate 6	100	100
Market Rate 7	100	100
Market Rate 8	100	100
Market Rate 9	100	100
Market Rate 10	100	100
Market Rate 11	100	100
Market Rate 12	100	100
Market Rate 13	100	100
Market Rate 14	100	100
Market Rate 15	100	100
Market Rate 16	100	100
Market Rate 17	100	100
Market Rate 18	100	100
Market Rate 19	100	100
Market Rate 20	100	100
Market Rate 21	100	100
Market Rate 22	100	100
Market Rate 23	100	100
Market Rate 24	100	100
Market Rate 25	100	100
Market Rate 26	100	100
Market Rate 27	100	100
Market Rate 28	100	100
Market Rate 29	100	100
Market Rate 30	100	100
Market Rate 31	100	100
Market Rate 32	100	100
Market Rate 33	100	100
Market Rate 34	100	100
Market Rate 35	100	100
Market Rate 36	100	100
Market Rate 37	100	100
Market Rate 38	100	100
Market Rate 39	100	100
Market Rate 40	100	100
Market Rate 41	100	100
Market Rate 42	100	100
Market Rate 43	100	100
Market Rate 44	100	100
Market Rate 45	100	100
Market Rate 46	100	100
Market Rate 47	100	100
Market Rate 48	100	100
Market Rate 49	100	100
Market Rate 50	100	100



THE CONCEPTS FOR THIS PROJECT HAVE BEEN DEVELOPED BY THE ARCHITECT AND ENGINEER AND ARE SUBJECT TO THE APPROVAL OF THE CITY OF FARMINGTON, UTAH.

PAGE INTENTIONALLY LEFT BLANK