

**When Recorded, Return To:**

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

08-060-0045,0046  
08-486-0102, 0114 to 0116  
08-569-0301 to 0304  
Farmington, UT 84025  
08-552-0202

**FIRST AMENDMENT TO  
SUPPLEMENTAL DEVELOPMENT AGREEMENT  
FOR THE PARK LANE COMMONS PROJECT**

This First Amendment to Supplemental Development Agreement for the Park Lane Commons Project (this "*Amendment*") is made this 2 day of January, 2016, by and between FARMINGTON SQUARE, LLC, a Utah limited liability company ("Developer"), and FARMINGTON CITY, a Utah municipal corporation (the "City"). Developer and City shall be referred to herein collectively as the "Parties" and individually as a "Party."

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**RECITALS**

A. The Parties entered into that certain Supplemental Development Agreement for the Park Lane Commons Project, dated June 23, 2014 (the "Development Agreement"), in connection with the development and use of the Property described on Exhibit A attached hereto and incorporated herein.

B. The Parties desire to amend the Development Agreement pursuant to the terms and conditions set forth below.

**AGREEMENT**

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Amendment and made a part hereof.

2. Effective Date of Amendment. This Amendment shall be effective as of the date the Utah Department of Transportation ("UDOT") approves the off-premise pylon sign (the "Pylon Sign") described in the amended Section 5.1.1 below (the "Effective Date"). In the event UDOT does not approve of the Pylon Sign on or before April 30, 2016, the Parties agree that

this Amendment shall terminate and be of no further force or effect, and the Development Agreement shall continue unaffected by this Amendment.

3. Signage Plan. As of the Effective Date, Section 5.1.1 of the Development Agreement is hereby deleted in its entirety and replaced with 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, one (1) pylon sign is hereby 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 D.***

4. Exhibit C of the Development Agreement. As of the Effective Date, "Exhibit C" of the Development Agreement is hereby deleted in its entirety and replaced with Exhibit D attached hereto and incorporated herein, by reference.

5. Cooperation between the Parties. The Parties agree to exercise good faith and cooperate to facilitate the application, processing, permitting, approvals and construction of the Pylon Sign. It is anticipated by the Parties that the construction of the Pylon Sign will be completed promptly following its approval by UDOT.

6. Ratification of Development Agreement. Except as expressly modified by this Amendment, the Parties hereby ratify the Development Agreement and agree that the Development Agreement shall remain in full force and effect.

7. Amendment to Development Agreement. To the extent that the terms and conditions of this Amendment modify or conflict with any provisions of the Development Agreement, including prior addenda, schedules and exhibits, the terms of this Amendment shall control. All other terms of the Development Agreement, including all prior addenda, schedules and exhibits, not modified by this Amendment shall remain the same.

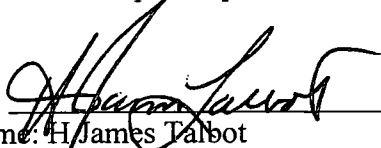
8. Defined Terms. Capitalized terms used in this Amendment which are not otherwise defined herein shall have the same meanings given to such terms in the Development Agreement.

9. Counterparts. This Amendment may be executed in counterparts and signed separately by the parties hereto, which when taken together shall constitute one original document. Signatures may be delivered electronically via email or by overnight delivery, and in either case shall bind the parties to this Amendment.

In Witness Whereof, the Parties have executed this Amendment as of the date first written above.

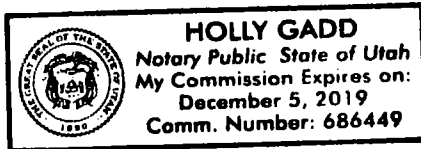
CITY:

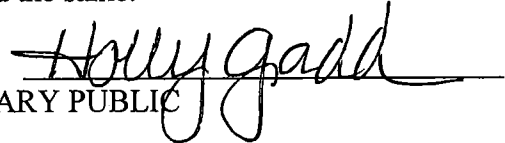
FARMINGTON CITY,  
a Utah municipal corporation

By:   
Name: H. James Talbot  
Its: Mayor

STATE OF UTAH            )  
  :SS.  
COUNTY OF DAVIS        )

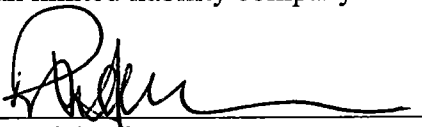
On this 18 day of January, 2016, personally appeared before me H James Talbot, as Mayor of the FARMINGTON CITY, a Utah municipal corporation, and acknowledged to me that said corporation executed the same.



  
NOTARY PUBLIC


DEVELOPER:

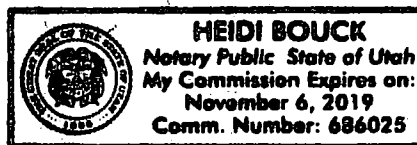
FARMINGTON SQUARE, LLC,  
a Utah limited liability company

By:   
Name: Richard A. Haws  
Its: Manager

STATE OF UTAH            )  
  :SS.  
COUNTY OF DAVIS        )

On this 8<sup>th</sup> day of January, 2016, personally appeared before me Richard A. Haws, as Manager of FARMINGTON SQUARE, LLC, a Utah limited liability company, and acknowledged to me that said limited liability company executed the same

  
\_\_\_\_\_  
NOTARY PUBLIC



**EXHIBIT A**  
**[Legal Description of the Property]**

BEG IN THE N LINE OF BURKE LANE AT THE SW COR OF LOT 1, BLK 34, BC PLAT, FARMINGTON TS SURVEY; & RUN TH N 40.0 RODS; TH E 35.50 RODS, M/L, TO THE W'LY LINE OF A RR RW & THE POB OF PPTY CONV IN QC DEED RECORDED 12/31/2014 AS E# 2841631 BK 6174 PG 1030 & IN CORRECTIVE QC DEED RECORDED 01/14/2015 AS E# 2843378 BK 6183 PG 335; TH ALG THE W LINE OF SD PPTY THE FOLLOWING FOUR COURSES: S 36°25'48" W 26.84 FT & S 00°20'03" E 221.34 FT & S 89°39'57" W 30.12 FT & S 00°20'03" E 432.89 FT TO THE N LINE OF SD LANE; TH W 609.58 FT, M/L, TO THE POB. CONT. 9.409 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)  
08-060-0045

A PART OF LOT 1 & LOT 20, BLK 34 OF BC PLAT, FARMINGTON TS SURVEY; BEG AT A PT ON THE W'LY LINE OF A UPRR RW BEING 2168.98 FT N 00°00'21" W ALG THE SEC LINE & 766.83 FT N 89°59'39" W FR THE SE COR OF SEC 14-T3N-R1W, SLB&M; & RUN TH THE FOLLOWING TWO (2) COURSES ALG SD W'LY RW LINE: (1) S 53°34'12" E 140.68 FT & (2) S 50°36'18" E 760.80 FT; TH S 00°00'26" W 104.64 FT TO THE N RW LINE OF RED BARN LANE; TH N 89°41'17" W 743.42 FT ALG SD N RW LINE; TH N 00°20'03" W 432.89 FT; TH N 89°39'57" E 30.12 FT; TH N 00°20'03" W 221.34 FT; TH N 36°25'48" E 26.84 FT TO THE POB.  
08-060-0046

All of Parcel **A**, **PARK LANE COMMONS**, according to the Official Plat thereof, recorded in the Office of the County Recorder of **DAVIS** County, State of Utah.  
08-486-0102

All of Parcel **B**, **PARK LANE COMMONS**, according to the Official Plat thereof, recorded in the Office of the County Recorder of **DAVIS** County, State of Utah.  
08-486-0103

All of Lot 301, **PARK LANE COMMONS – PHASE 3**, according to the Official Plat thereof, recorded in the Office of the County Recorder of **DAVIS** County, State of Utah.  
08-569-0301

All of Lot 302, **PARK LANE COMMONS – PHASE 3**, according to the Official Plat thereof, recorded in the Office of the County Recorder of **DAVIS** County, State of Utah.  
08-569-0302

All of Lot 303, **PARK LANE COMMONS – PHASE 3**, according to the Official Plat thereof, recorded in the Office of the County Recorder of **DAVIS** County, State of Utah.  
08-569-0303

All of Parcel **A**, **PARK LANE COMMONS – PHASE 3**, according to the Official Plat thereof, recorded in the Office of the County Recorder of **DAVIS** County, State of Utah.  
08-569-0304

All of Lot 202, **PARK LANE COMMONS – PHASE 2**, according to the Official Plat thereof,  
recorded in the Office of the County Recorder of **DAVIS** County, State of Utah.  
08-552-0202

**EXHIBIT D**

[Description and Depiction of the Pylon Sign]

# Exhibit D



# PARK LANE COMMONS

Signage System For .... Park Lane Commons

2921400  
BK 6455 PG 221

Presented By



**Salt Lake Region**

Salt Lake Office  
1605 South Gamercy Road  
Salt Lake City, UT 84104  
801-487-8481



**YESCO**  
DESIGN

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

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2921400  
BK 6455 PG 223

**Revisions**

No.	Date/Description

**Approval**

Client/Sign: Dan  
 Engineer/Sign: Dan

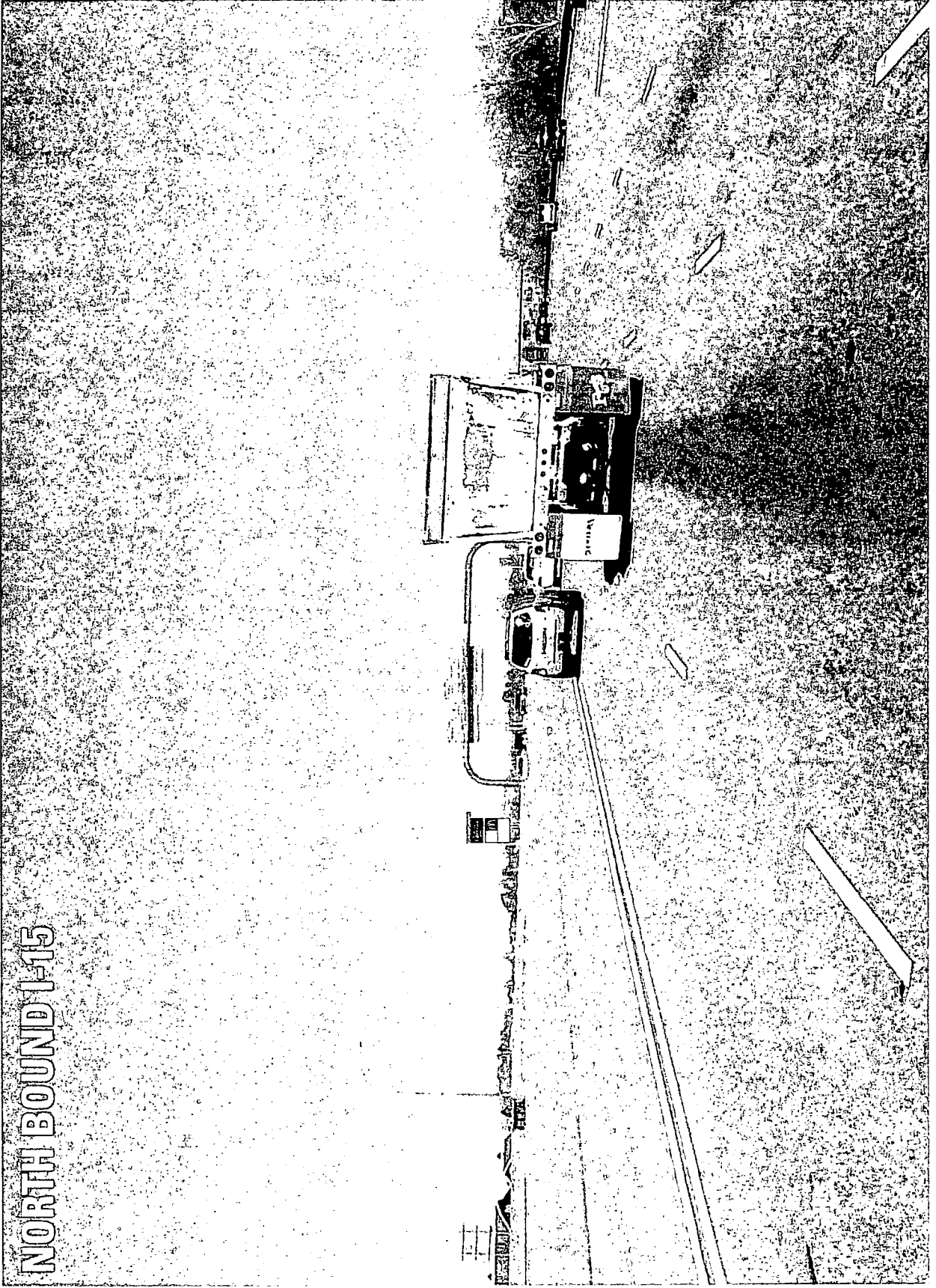
**Project Info.**  
FARMINGTON, UT.

Act: Eric JEFFREY  
 Designer: CHRISTOPHER HARRIS  
 Date: 12-18-2014

**PARK LANE COMMONS**  
**51536R12**

scale as noted

**ART 2.0**



**BYESCO**  
DESIGN

1005 South Gramercy Rd.  
Salt Lake City, UT 84104  
801-257-8381  
www.byesco.com

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2921400  
BK 6455 PG 224

Revisions

No.	Date	Description

Approval

Client Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
 Designer Sign: \_\_\_\_\_ Date: \_\_\_\_\_

**Project Info.**  
FARMINGTON, UT.

Arch: Evg JHT (EVP)  
 Designer: gms@byescodesign.com  
 Date: 12-18-2014

**PARK LANE COMMONS**  
51536R12

Scale: as noted

**ART 3.0**

