

E 2545439 B 5084 P 660-702
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/10/2010 01:43 PM
FEE \$95.00 Pgs: 43
DEP RT REC'D FOR FARMINGTON CITY C
DRP

08-053-0070,71,76,79

**DEVELOPMENT AGREEMENT FOR
PARK LANE VILLAGE**

THIS AGREEMENT (the "Agreement") is made and entered into as of the 30th day of June, 2010, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **PARK LANE VILLAGE PARTNERS, LLC**, a Utah limited liability company, and hereinafter referred to as the "Developer."

RECITALS:

A. Developer controls approximately 13 acres of land located within the City, which property is more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property").

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

C. Developer desires to develop a project on the Property to be known as Park Lane Village. The City has approved an application from the Developer granting Project Master Plan ("PMP") approval for the Property in accordance with Chapter 18 of the City's Zoning Ordinance, subject to the entry of this Development Agreement. The approved PMP is attached hereto as **Exhibit "B"** and incorporated herein by reference. The approved PMP provides for the development of a 324-unit rental community, a high density transit oriented development, incorporating an Urban Wasatch Village architectural design with vehicular and pedestrian friendly corridors that promote walkability and encourage use of the mass transit facilities, access to the Legacy Trail system, a community park and many other desirable amenities, all consistent with its Transportation Mixed Use ("TMU") designation on the City's General Plan map.

D. The PMP incorporates modifications to the Farmington TOD Regulating Plan (the "Modified Regulating Plan") pursuant to Sections 11-18-104(3) and 11-18-108(b)1. of the City's Zoning Ordinance (the "Ordinance"). The approved modifications to the Regulating Plan are attached as page 3 of the PMP submittal for Park Lane Village and by this reference made a part hereof.

E. The Project comprises a portion of a larger area known as Park Lane Commons, which is the subject of an approved PMP and a separate Development Agreement, each approved by the City, which PMP and agreement contemplate the development of this Project in accordance with Section 11-18-114 of the Ordinance.

F. Developer and the City desire to establish certain standards that will be applied to certain approvals contemplated in connection with the development of Park Lane Village.

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

conditions for design and/or development of the Property in addition to those contained in the City's Laws.

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. **Financing Condition.** The parties specifically acknowledge and agree that this Agreement is specifically conditional upon and subject to Developer's closing on and receipt of financing from the Department of Housing and Urban Development. In the event such financing is not obtained, the PMP approval and this agreement shall be of no force and affect.

3. **Project Master Plan.** The City has held all public hearings necessary for, and has approved the Project Master Plan (the "PMP"). The PMP includes but is not limited to a conceptual site plan showing, among other things, building layout, on-site and an off-site utility plans and street cross section drawings, circulation plans, open space plans, and building elevations plans. The Property shall be developed by the Developer and/or any subsequent developers in accordance with the approved PMP.

4. **Subdivision of the Property.** The PMP does not constitute a subdivision of the Property or any portion thereof. Any subdivisions of the Property hereafter shall comply with the City's Laws. A specific final subdivision plat and/or site plan for the Property has been submitted and final approval of the subdivision is pending.. The final plat map shall include all street and right of way dedications as further contemplated by the terms of this Agreement. All portions of the Property receiving final subdivision approval must be developed in strict accordance with the approved final plat for the Property. No amendments or modifications to the approved final subdivision plats for any portion of the Property shall be made by the Developer or any subsequent developers without the written consent of the City. Notwithstanding the provisions contained in this Agreement, nothing contained herein shall be construed as granting final plat approval to the Developer or any subsequent developers for any portion of the Property.

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

a. **Compliance with City Laws and Development Standards.** The Property and all portions thereof shall be developed in accordance with the City's Laws, the PMP, and this Agreement.

b. **Streets and Related Improvements.**

i. Developer will fully construct and/or fully improve or cause to be constructed or improved the streets shown on the final site plan or subdivision plats for the Project and shall dedicate or cause to be dedicated to the City all such

streets or segments of streets shown as public right-of-way. Construction and/or improvement of the streets shall include all curb, gutter, paving, sidewalks, park strips and related utilities as shown on the approved street cross section drawings which are part of the approved PMP, **Exhibit "B."** All construction and improvement shall be in accordance with City-approved design and construction standards and requirements.

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

iii. Grand Avenue, between Station Parkway and Broadway, is identified as a minor collector on the Modified Regulating Plan and the City's Master Transportation Plan. The parties acknowledge that portions of Grand Avenue are to be constructed by others and that such construction is necessary for the issuance of certificates granting occupancy of units within the Project.

v. Development of the Property, including private and public streets, and related park strip landscaping, has been determined by the City to comply with the City's recently adopted Urban Forestry Ordinance.

v. All private streets within the Property shall meet the City's adopted construction standards as to the technical aspects of street construction, notwithstanding any variance from standard City cross-sections.

c. No Build Easements. The Developer shall preserve a no build area, within the Property as shown on the Schematic Plat Map for the purpose of securing the perpetual condition that the identified areas will remain free of structures that would inhibit access and passage. Developer shall preserve the no build areas by conveying an easement (the "No Build Easement") to the City by plat dedication. The easement shall not prohibit the placement of landscaping or other features consistent with open access and passage. If the Property is developed in phases, the No Build Easement or No Build Easements shall be recorded in conjunction with the recording of the phase or phases within which the particular parcel of any no build area is included, as determined by the City, consistent with PMP and the Plat Map.

d. Pedestrian and Bicycle Access- Developer shall provide public pedestrian and bicycle access easements (the "Pedestrian Easements") on the north end of the Property on Richards Way and Grand Avenue connecting Broadway to the Trail. Developer shall convey the Pedestrian Easements to the City by separate written conveyance instruments specifying the covenants and restrictions for the easements. The Pedestrian Easement shall be recorded concurrently with the recording of the final plat for the Property. If the Property is developed in phases, the respective segments of Pedestrian Easements shall be recorded in conjunction with the recording of the phase or phases associated with the particular segments.

e. Alternative Standards. Pursuant to recital C above, alternative development standards which represent approved deviations from the City's Ordinance requirements and are limited specifically to the Property are hereby acknowledged by the parties as set forth and/or represented graphically in **Exhibit "B."** These standards shall govern over any conflicting development standards contained in any other provisions of the City's Laws.

f. Wetlands. Developer has demonstrated to the satisfaction of the City that all wetlands which may be located within the Property are mitigated as per the approval of the U.S. Army Corp of Engineers.

g. Building Permits. The City will extend a culinary water line to the Property to provide access to a culinary water source by June 1, 2010. Developer shall construct the improvements required under the PMP approval located within the Property. Developer shall construct those water lines within the Property to allow fully-operational fire hydrants, after which the City will allow the issuance of building permits. The City will allow grading, utilities, footings and foundation permits to issue within the Property prior to completion of all infrastructure improvements. City shall not issue any certificates of occupancy or allow occupancy of any structures within the Property until a culinary water line acceptable to the City is fully constructed, and fully operational and until all sewer improvements are completed and hard surface streets providing access to the building seeking occupancy are completed. The City hereby grants a waiver in accordance with the provisions of Section 12-2-045 of the Farmington City Code, and will allow building permits to be issued within the Property conditioned on Developer's obligation to provide continuous access to units or sites throughout the Property by a street or streets reasonably acceptable to the City with a reasonably acceptably maintained all-weather, sufficiently compacted road base to provide access for emergency vehicles. The Parties agree that access off of Station Parkway, which the City is obligated to construct, will suffice in providing access to the Property and Property as required for construction of the Developer improvements. Developer hereby agrees to perform all work necessary to ensure that the streets will remain fully accessible at all times. The Developer agrees at the earliest time weather reasonably permits to install, at Developer's sole expense, permanent hard surface material on all streets in the subdivision in accordance with the City's specifications and this Agreement.

h. Utilities and Infrastructure.

i. Developer shall install or cause to be installed natural gas, underground electrical service, sanitary sewer, culinary and pressure irrigation water supply systems, and storm drainage facilities as reasonably required by the City for the Project up to the boundary lines of the Project. Such installations shall be done according to the reasonable and customary design and construction standards of the utility providers and the City Engineer. The parties acknowledge that certain off-site utility improvements are to be constructed by others and that such construction is necessary for the issuance of certificates granting occupancy of units within the Project.

ii. Developer shall make arrangements with and shall comply with all of the reasonable requirements of the Weber Basin Water Conservancy District ("Weber Basin") to provide secondary water service to each lot within the Project. Where appropriate, Developer shall construct secondary water lines and facilities for the Project in a manner reasonably acceptable to Weber Basin in order to ensure delivery of secondary water to properties located within the Project.

iii. All public improvements for the Project shall be constructed and installed at no expense to the City and in accordance with the City's construction standards and the City's Laws.

i. Grading and Drainage, Storm-water Run-off, Erosion Control, and Revegetation Plans. Developer shall provide grading and drainage, erosion control and revegetation plans for the Project for review and approval by the City. These plans for the Project shall be prepared by a licensed engineer, and a landscape architect or other appropriate nursery professional mutually agreed upon by the parties. These plans shall identify the type and show the location of existing vegetation, the vegetation to be removed and method of disposal, or stabilization measures to be installed while new vegetation is being established. All areas of the Project cleared of natural vegetation in the course of construction shall be replanted with vegetation possessing erosion control characteristics at least equal to the natural vegetation which was removed. Developer shall prepare an erosion control plan and implement best management practices (BMP's) altogether acceptable to the City designed to minimize erosion and displacement of soils from the site consistent with the City's Storm Water Management Plan. Developer shall post a bond acceptable to the City to ensure implementation of the grading and drainage, erosion control, and revegetation plans for the Project. The warranty period for this bond shall not be less than two growing seasons from the time the planting of the revegetation is complete.

j. Easements. All required easements will be referenced on the Subdivision Plat Map, except as otherwise set forth herein. Those easements which may be required subsequent to or apart from the recording of a plat map shall be granted to the City in a form approved by the City, such approval not to be unreasonably withheld.

k. Dedication and Donation. Prior to, or concurrently with, the recording of the final plat for the Property in the office of the Davis County Recorder, the Developer agrees to dedicate, transfer and voluntarily donate to the City all required easements for the purposes of constructing, installing, operating, maintaining, repairing and replacing public utilities and improvements located within the Property by the Developer. Developer will take such actions as are necessary to obtain release of any monetary encumbrances on any property to be dedicated to the City at the time of final plat approval for the Property and to cause the owner of the Property to dedicate and donate the same without cost to the City.

l. Required Changes. If any reasonable revisions or corrections of plats or plans already approved by the City shall be required by any other governmental entity having jurisdiction or lending institutions involved in financing, the Developer and the City shall cooperate where appropriate to obtain or develop reasonable, mutually acceptable alternative plans or plats. Developer shall have the sole duty and responsibility to obtain approval from any other governmental entities having jurisdiction with respect to the Property as needed. The City is not aware, as of the date of this Agreement that there are any other governmental entities requiring approval of this Agreement or the Property.

m. Construction Standards and Requirements. All construction shall be conducted and completed in accordance with the development standards of the City, the City's Laws and the terms of this Agreement. Prior to commencing any construction or development of any building, structures or other work or improvements within the Property, the Developer shall secure any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work.

i. Security. Developer or its assigns shall provide the City with security in a form reasonably satisfactory to the City and consistent with the City's Ordinances to guarantee the installation and completion of all public improvements to be constructed by Developer within the Project and/or the Property or any portion thereof, as required in accordance with the City's Laws.

Security provided by the Developer shall also include funds to ensure revegetation reasonably acceptable to the City consistent with a revegetation plan prepared by Developer and approved by the City for all cuts and fills or any and all graded and disturbed areas related to the Project. The initial revegetation plan approved is to prep and apply hydro-seeding of these areas without irrigation.

ii. Inspection by the City. The City may, at its option, perform periodic inspections of the improvements being installed and constructed by the Developer and its assigns or their contractors. No work involving excavation shall be covered until the same has been inspected by the City's representatives and/or the representatives of other governmental entities having jurisdiction over the particular improvements involved. Developer, or its assigns as the case may be, shall warrant the materials and workmanship of all public improvements installed by Developer and its contractors within the Project and to be dedicated to the City for a period of twelve (12) months from and after the date of final inspection and approval by the City of the improvements in that phase. All buildings shall be inspected in accordance with the provisions of the International Building Code.

iii. Maintenance During Construction. During construction, the Developer and the City and their contractors shall keep the Property and all affected public streets, free and clear from any unreasonable accumulation of debris, waste materials, mud, and any nuisances created by their actions, and shall

contain their construction debris and provide dust and mud control so as to prevent the scattering via wind and/or water.

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

7. **City Obligations.** Subject to Developer complying with all of the City's Laws and the provisions of this Agreement, the City agrees to provide standard municipal services to the Property including, but not limited to, police and fire protection subject to the payment of all fees and charges charged or levied therefor by the City.

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

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

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

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

To Developer: Park Lane Village Partners, LLC
Attn: Ernie Willmore
111 East Broadway, Suite 310
Salt Lake City, UT 84111

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

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

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

Notwithstanding anything herein to the contrary, the non-defaulting party shall be limited to the remedies hereunder and cannot exercise any remedies based on any other agreements with the City or otherwise with the exception of the City's right to withhold permits in the event the improvements to be constructed by Developer or its assigns are not completed as required by the terms of this Agreement. Furthermore, any default under any other agreements with the city cannot constitute a default hereunder.

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

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

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

16. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent, or employee of the City shall be personally liable to the Developer, or any successor-in-interest or assignee of the Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any

obligation arising under the terms of this Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

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

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

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

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

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

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

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

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

Exhibit A Legal Description of Property –13 acres
Exhibit B PMP Submittal

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

“CITY”

FARMINGTON CITY

ATTEST:

Margy L. Lomax
City Recorder

By: Scott C. Harbertson
Mayor



“DEVELOPER”

By: [Signature]
Its: Member

CITY ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF DAVIS)

On the 6th day of ~~May~~ ^{Aug.}, 2010, personally appeared before me Scott C. Harbertson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott C. Harbertson acknowledged to me that the City executed the same.

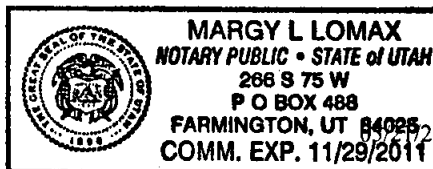
Margy L. Lomax
Notary Public

My Commission Expires:

11/29/2011

Residing at:

Davis Co. UT



DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)

:SS.

COUNTY OF DAVIS)

On the 6 day of ~~May~~ ^{July} 2010, personally appeared before me Mark Schwendiman who being by me duly sworn did say that (s)he is the Member of Park Lane Village Partners, LLC, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Members; and they acknowledged to me that said corporation executed the same.

Mandi Hackett
Notary Public

My Commission Expires:

9/14/2011

Residing at:

Salt Lake

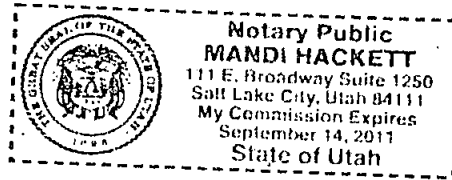


Exhibit A
Legal Description -13 acres

SURVEYOR'S CERTIFICATE

I, Keith R. Russell, do hereby represent that I am a Registered Land Surveyor and that I hold certificate no. 164386 as prescribed by the laws of the State of Utah and I have made a survey of the following described property. The purpose of this survey is to mark the boundary of the below described property in the field with a rebar and cap at each property corner and prepare this map showing the survey, the information around the property and the total area.

The Basis of Bearing is as noted from Davis County Section Corners that were found using the bearing of a previous ALTA Survey by Baseline Surveying, Inc. as the basis. That bearing is North 0°00'21" West 2636.85 feet along the section line from the Southwest Corner of Section 13 to the West Quarter Corner of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian. (The Davis County Survey bearing for this section line is North 0°00'26" East 2636.32 feet.)

Surveyed Property Descriptions

Beginning at a point North 0°00'21" West 975.29 feet along the section line and East 231.42 feet from the Southwest Corner of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, and running;

Thence North 78°30'09" East 313.67 feet;

Thence South 50°42'09" East 665.38 feet;

Thence southeasterly 153.14 feet along the arc of a 135.00 foot radius curve to the left, (center bears South 73°15'43" East and long chord bears South 15°45'31" East 145.06 feet, with a central angle of 64°59'35"), to the northwesterly line of Park Lane as established in the field by existing UDOT Right of Way Markers;

Thence South 41°44'42" West 362.74 feet along the northwesterly line of Park Lane as established in the field by existing UDOT Right of Way Markers to an existing UDOT Right of Way Marker;

Thence South 39°08'13" West 413.56 feet along the northwesterly line of Park Lane as established in the field by existing UDOT Right of Way Markers to the southeasterly line of a proposed road dedication plat to be known as "Station Parkway North Street Dedication";

Thence North 55°40'42" West 193.46 feet along the southeasterly line of the said proposed "Station Parkway North Street Dedication";

Thence North 11°29'22" West 1000.89 feet to the point of beginning.

Contains 573,249 square feet, 13.160 acres.

ENSIGN
 LAYTON, UTAH 84041
 5042 204
 Phone: 801.547.1100
 Fax: 801.547.6815

SALT LAKE CITY
 Phone: 801.253.0529

PLEASANT GROVE
 Phone: 801.796.8145

TOOELE
 Phone: 833.843.3590

WEST VALLEY
 Phone: 801.253.0529

VERMILION CLIFFS
 Phone: 801.253.0529

WILLARD DEVELOPMENT
 11111 W. 11100 S.
 Salt Lake City, UT 84111
 Phone: 801.253.0529

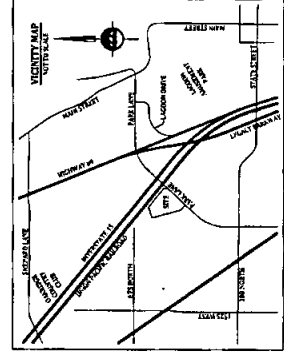
8000 W. 11100 S.
 Salt Lake City, UT 84111
 Phone: 801.253.0529

PARK LANE VILLAGE
PARK LANE AND I-15 FREEWAY
FARMINGTON CITY, UTAH



LEGAL DESCRIPTION
EXHIBIT

1 of 1



PROPERTY DESCRIPTION

The subject parcel is bounded on the north by the I-15 Freeway, on the east by the Station Parkway, on the south by the 11100 S. Freeway, and on the west by the 8000 W. Freeway. The subject parcel is a portion of the larger parcel described in the plat recorded in the Salt Lake County Deeds Office as Book 11111, Page 11111.

Project Purpose Description

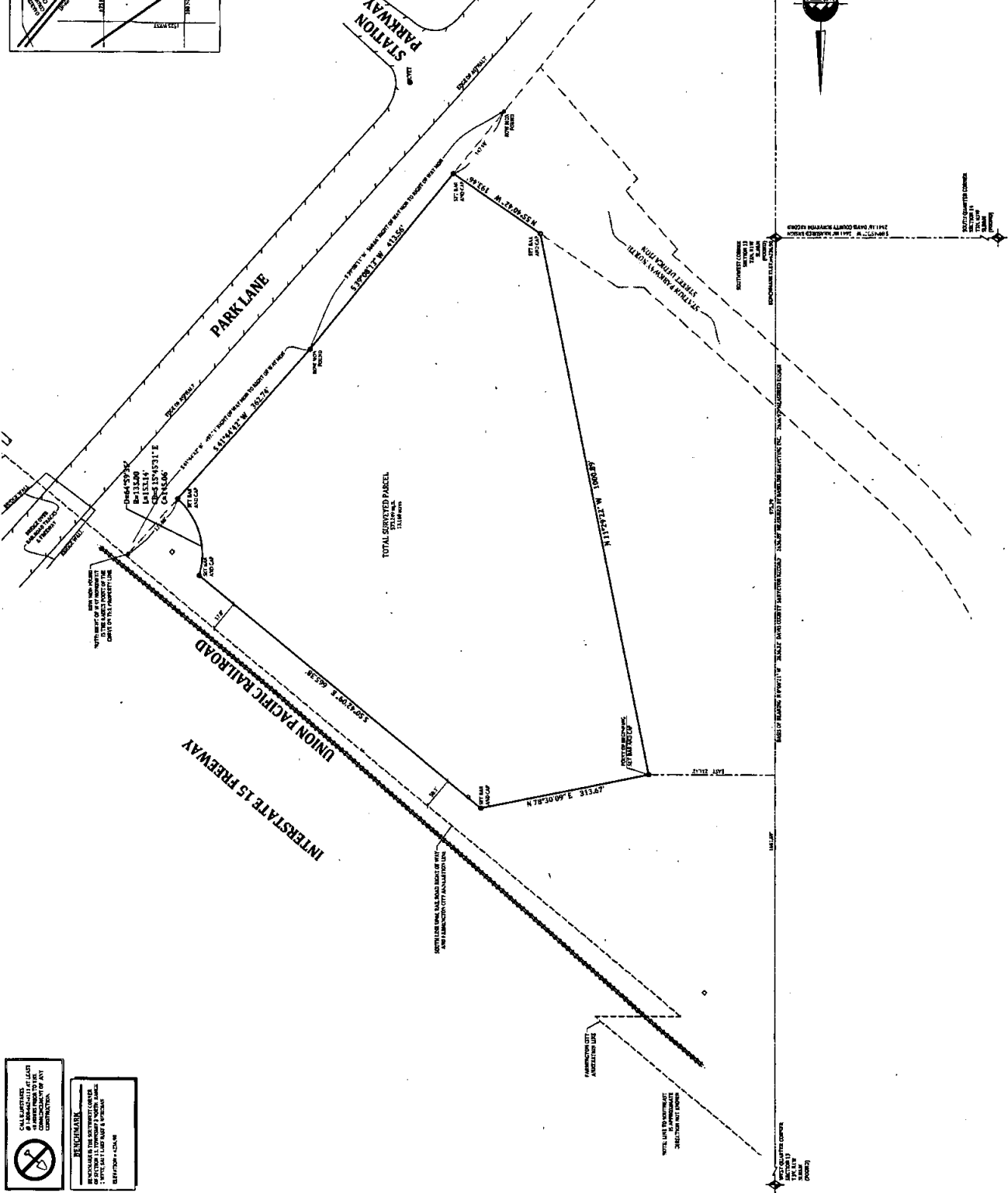
The subject parcel is to be used for residential purposes. The subject parcel is a portion of the larger parcel described in the plat recorded in the Salt Lake County Deeds Office as Book 11111, Page 11111.

Legend

- NET TO GRADE
- CENTRAL GRADE SLOPE
- SET BACK FROM LOT LINES
- EXISTING GRADE
- PROPOSED GRADE



LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 13
AND THE SOUTHWEST QUARTER
OF SECTION 7
TOWNSHIP 3 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
DAVIS COUNTY, UTAH

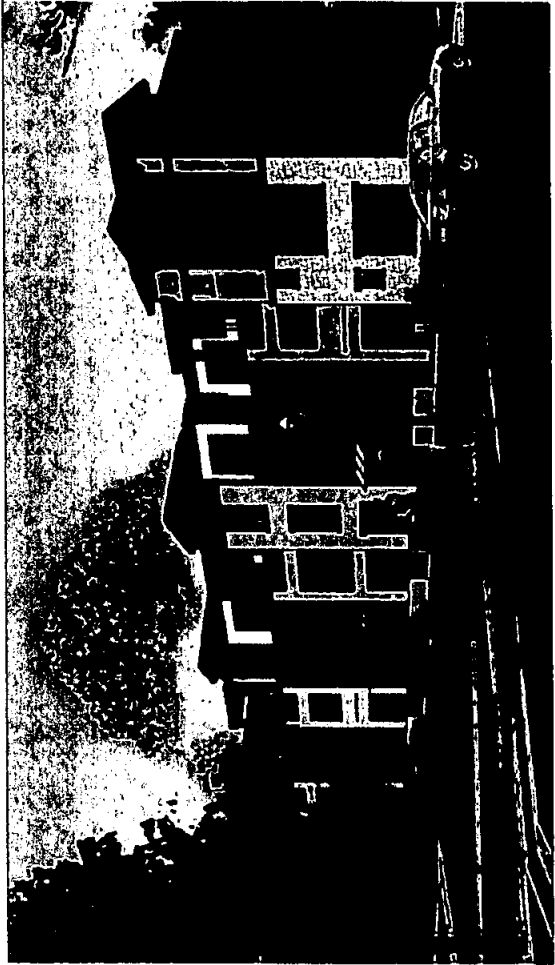


CALL SURVEYORS
 AT THE COMMENCEMENT OF ANY
 CONSTRUCTION

REMARK
 THIS SURVEY WAS MADE FOR THE
 PURPOSE OF THE SUBDIVISION OF THE
 LAND DESCRIBED IN THE PLAT RECORDED
 IN THE SALT LAKE COUNTY DEEDS OFFICE
 AS BOOK 11111, PAGE 11111.

DAVIS COUNTY ENGINEER
 11100 S. FREEWAY
 SALT LAKE CITY, UT 84111
 PHONE: 801.253.0529

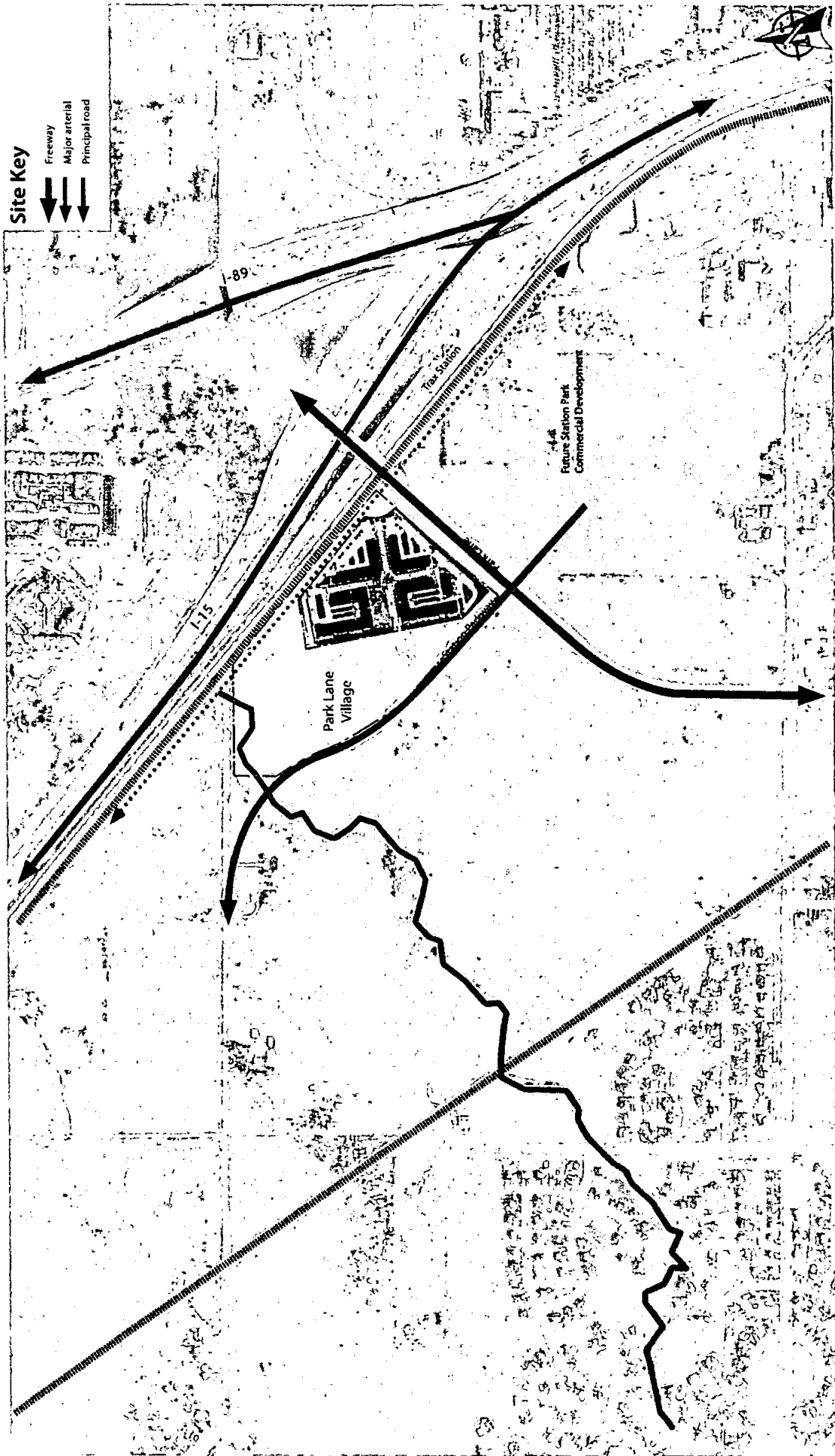
Exhibit B
PMP Submittal



Park Lane Village : Phase 1

Farmington, Utah

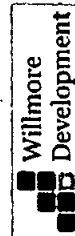




DRAWING IS NOT TO SCALE

Vicinity Map
Jan. 22, 2010 2

Park Lane Village Phase 1 Submittal
Farmington, Utah



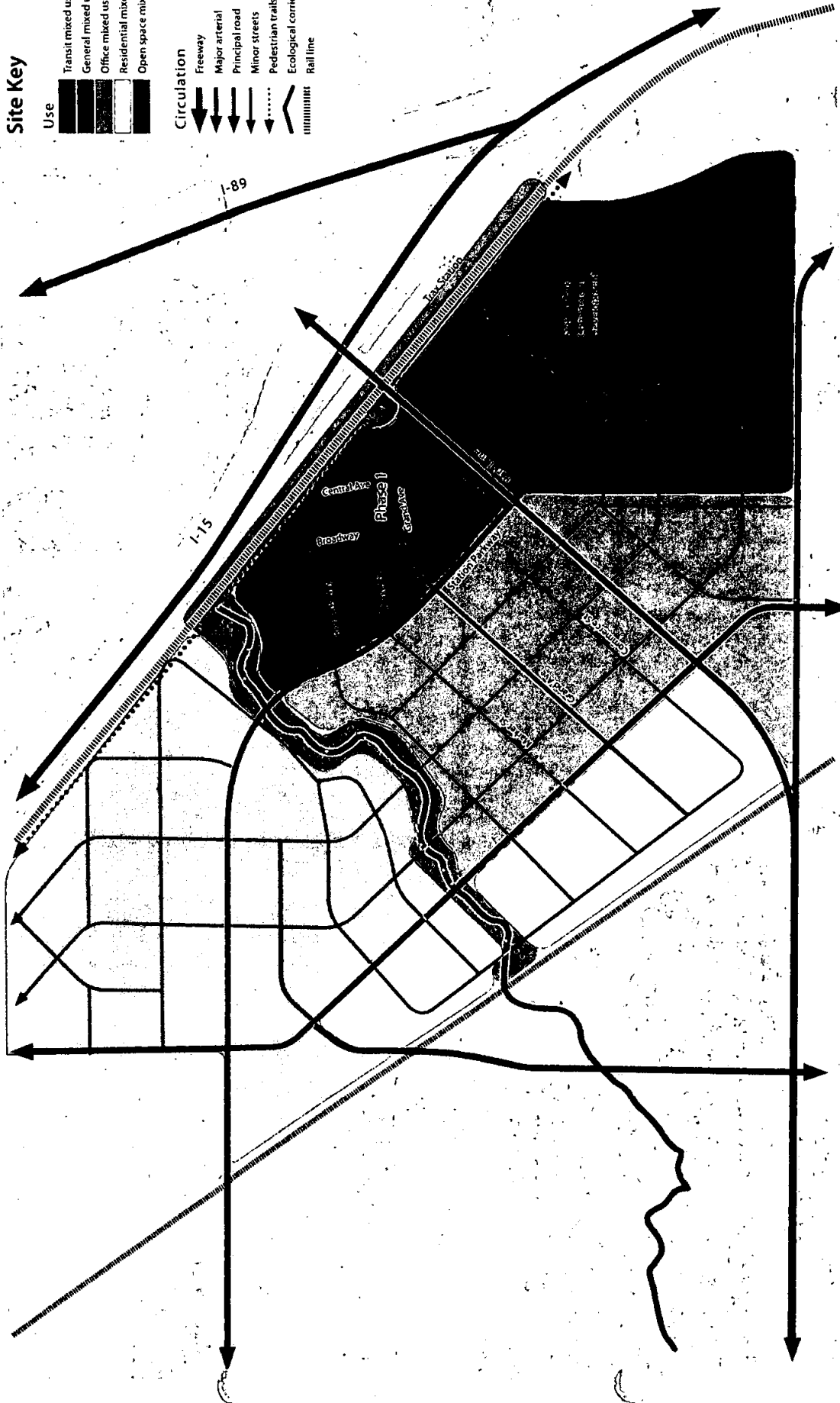


Site Key

- Use**
- Transit mixed use district
 - General mixed use district
 - Office mixed use district
 - Residential mixed use district
 - Open space mixed use district

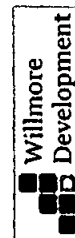
Circulation

- Freeway
- Major arterial
- Principal road
- Minor streets
- Pedestrian trails
- Ecological corridor
- Rail line



DRAWING SCALE
 Compatibility with General Land Use Plan &
 Street Network of TOD Regulating Plan
 Jan. 22.2010 3

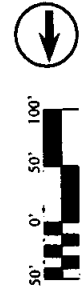
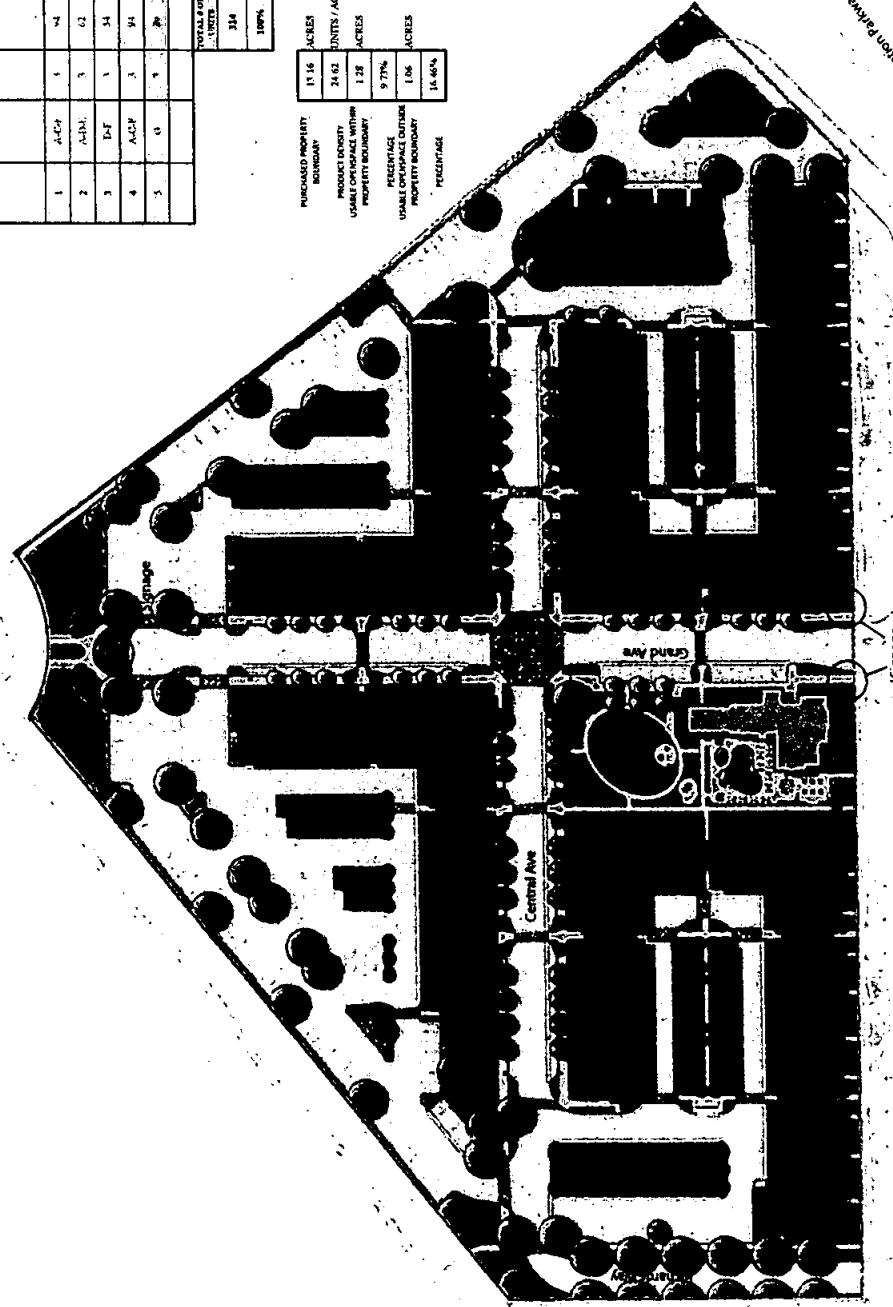
Park Lane Village Phase 1 Submittal
 Farmington, Utah



PARK LANE VILLAGE at FARMINGTON SQUARE APARTMENTS
BUILDING AND UNIT CALCULATIONS

NO. OF BUILDINGS	BUILDING	MODULE	NO. OF STORES	NO. OF UNITS	UNIT DISPERSION			TILES (SQ. FT.)	HOURS	PARKING DISPERSION		
					1 BR/1.5	2 BR/2.0	3 BR/2.5			1 BR/1.5	2 BR/2.0	
1	A-C-P	1	42	18	17	28	20	20.1	4	18	24	
2	A-D-E	3	62	28	6	4	8	7	5	16	25	
3	D-E	1	34	18	3	2	7	1	1	11	19	
4	A-C-P	3	94	30	24	9	4	16	3	85	117	
5	G	1	20	10	12	20	22	102	24	32	50	
				TOTALS OF UNITS	90	24	21	12	20	22	102	24
				TOTALS OF SQUARE FEET	853	165	165	24	159	518	635	
				TOTALS OF PERCENTAGE	47%	47%	31%	7%				

PURCHASED PROPERTY BOUNDARY	ACRES	15.16
PRODUCTIVITY	UNITS / ACRE	24.62
USABLE OFFSPACE WITHIN PROPERTY BOUNDARY	ACRES	1.28
PERCENTAGE		9.77%
USABLE OFFSPACE OUTSIDE PROPERTY BOUNDARY	ACRES	1.06
PERCENTAGE		16.60%



COLOURS ARE REPRESENTATIONAL ONLY. FINAL COLOURS MAY VARY FROM ABOVE REPRESENTATION

Phase 1 Site Summary
Jan. 22.2010 4

Park Lane Village Phase 1 Submittal
Farmington, Utah





Site Key

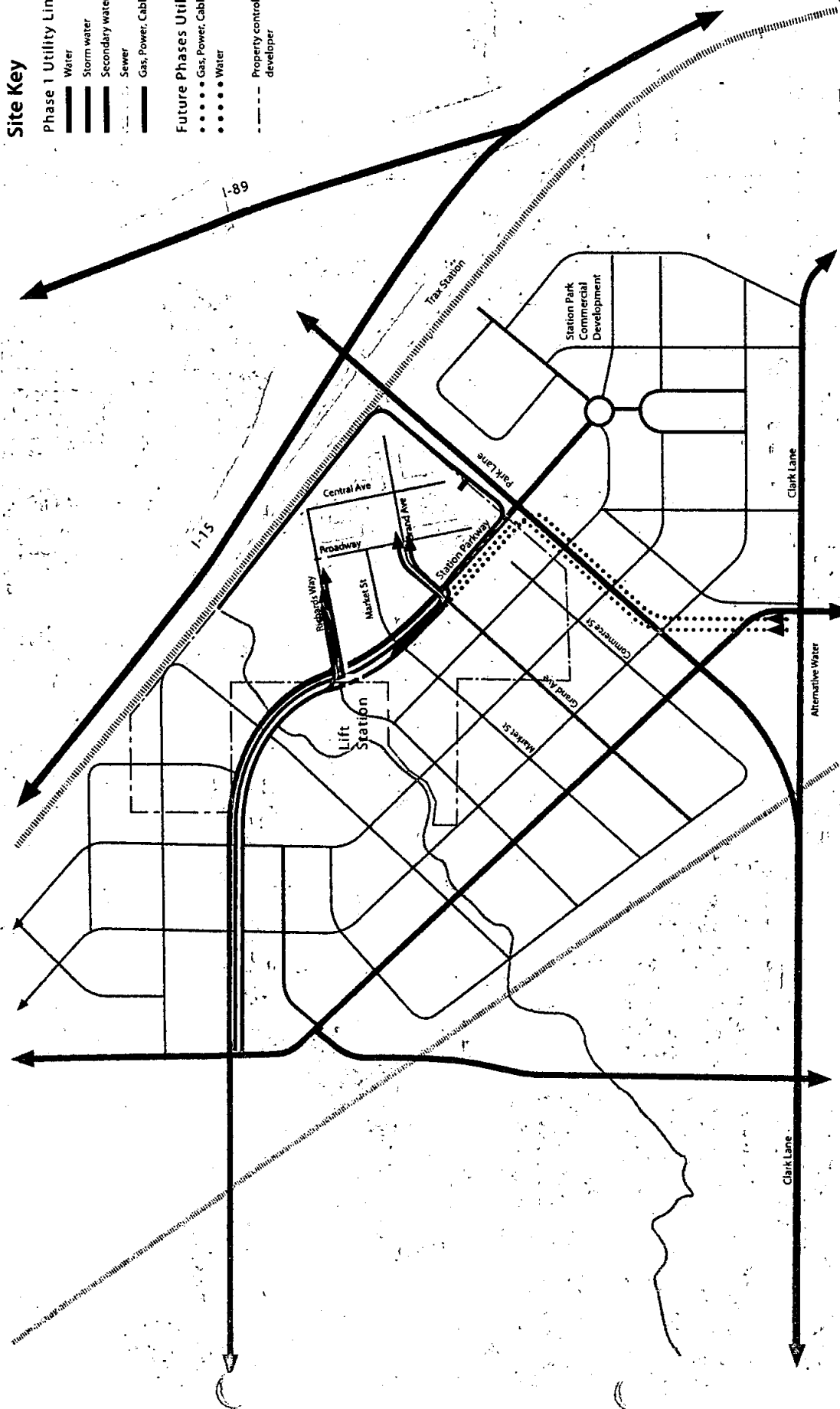
Phase 1 Utility Lines

- Water
- Storm water
- Secondary water
- Sewer
- Gas, Power, Cable, Phone

Future Phases Utility Lines

- Gas, Power, Cable, Phone
- Water

Property controlled by developer



COLOURS ARE REPRESENTATIONAL ONLY. FINAL COLOUR MAY VARY FROM IMAGE REPRESENTATION

Park Lane Village Phase 1 Submittal

Utilities Plan : Master Plan

Farmington, Utah

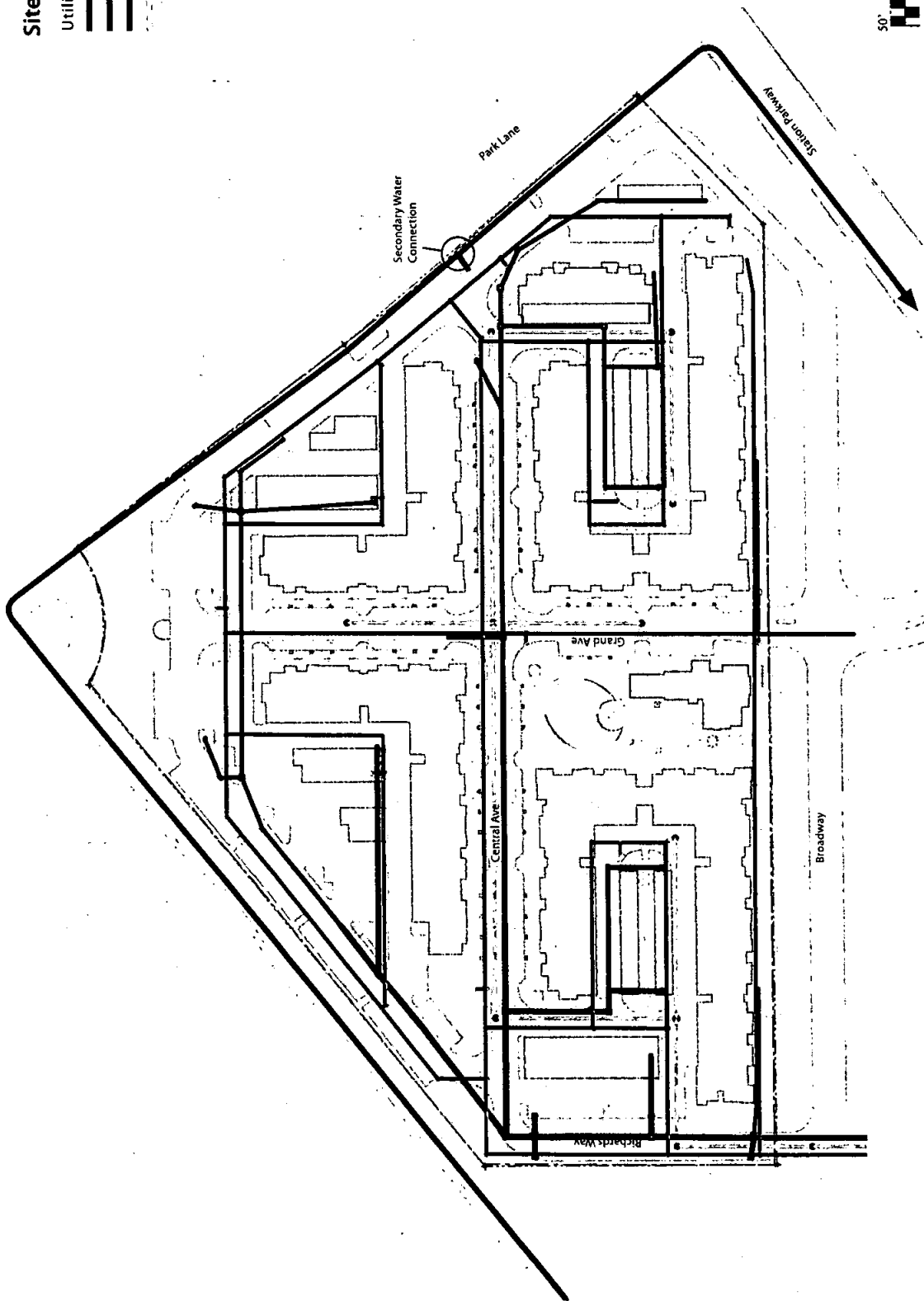
Jan-22-2010 5



Site Key

Utility Lines

- Water
- Storm water
- Secondary water
- Sewer



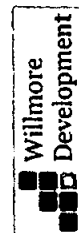
COLOREASIS REPRESENTATION ONLY - FINAL COLORS MAY VARY FROM ABOVE REPRESENTATION

Park Lane Village Phase 1 Submittal

Farmington, Utah

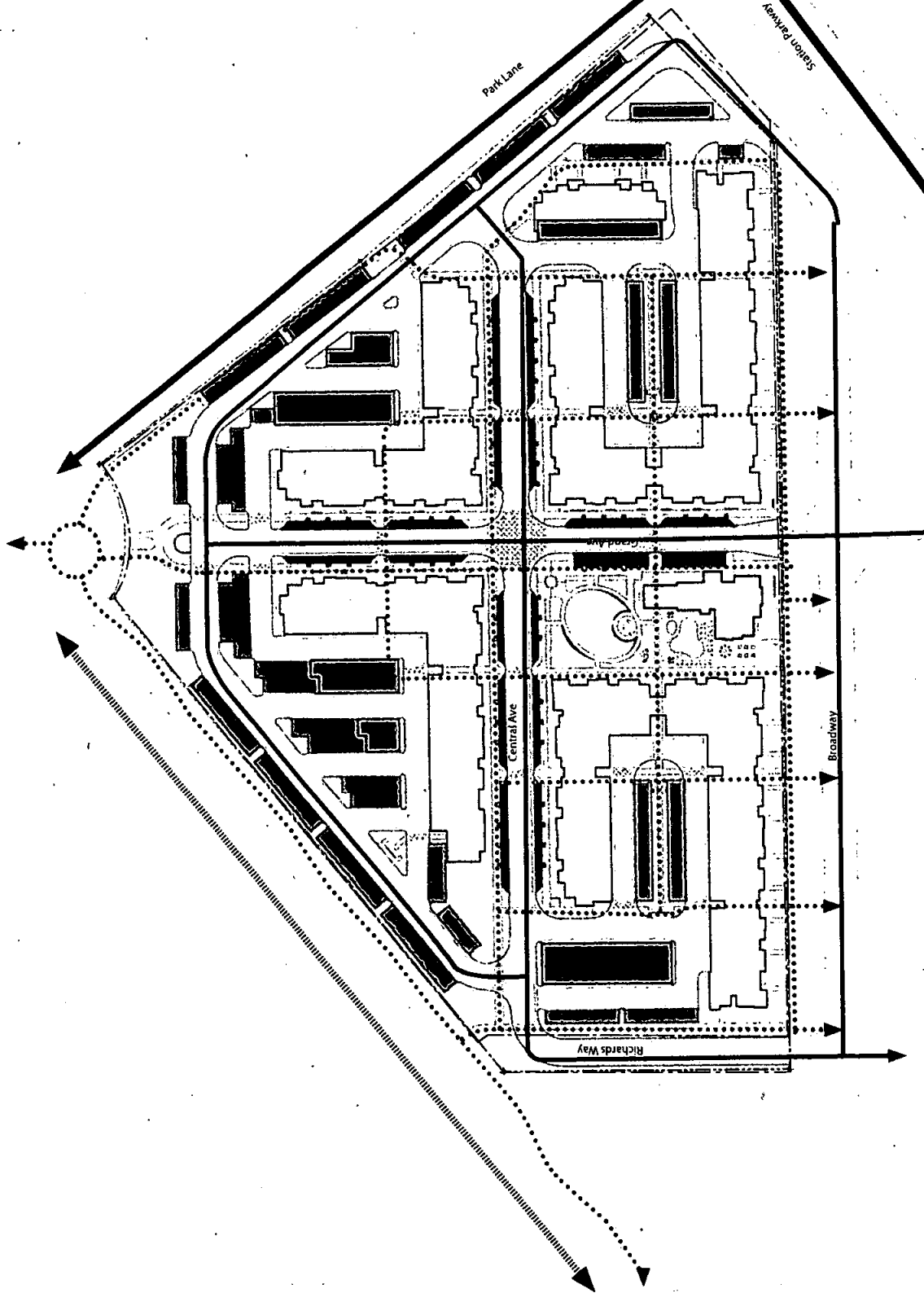
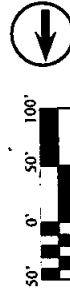
Utilities Plan : Phase 1

Jan. 22 2010 6



Site Key

- Circulation**
- Major arterial
- Principal road
- Minor streets
- Private circulation (fire truck compatible)
- Pedestrian trails
- Rail line
- Residential surface parking
- Residential guest parking



COLORS ARE BLUE RESIDENTIAL ONLY, RED COMMERCIAL, GREEN PARKWAY, YELLOW PEDESTRIAN

Park Lane Village Phase 1 Submittal

Farmington, Utah

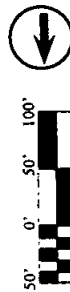
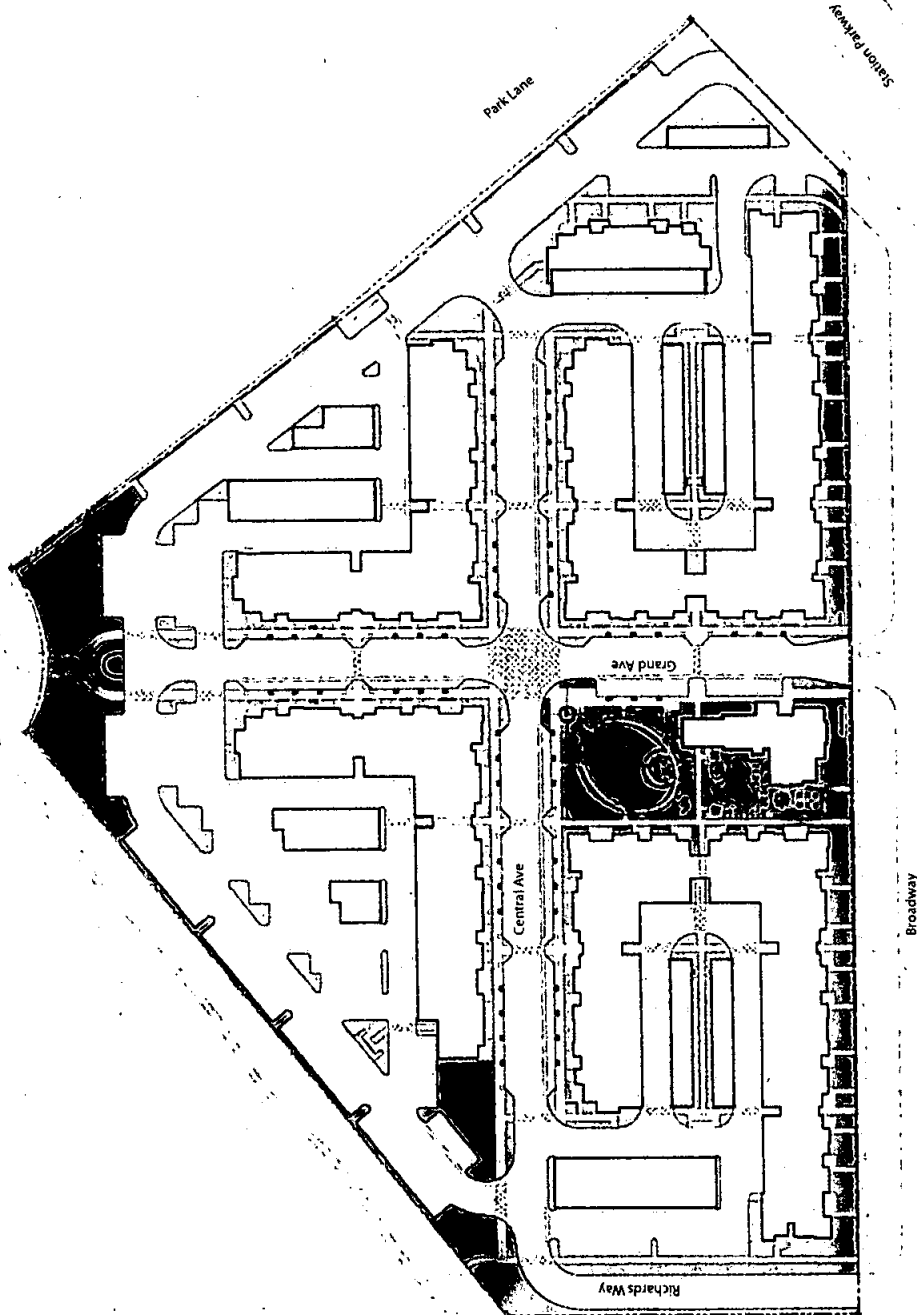
Circulation Plan

Jan. 22 2010 7



Site Key

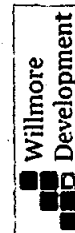
- Open Space
- Usable Open Space
- Green Space

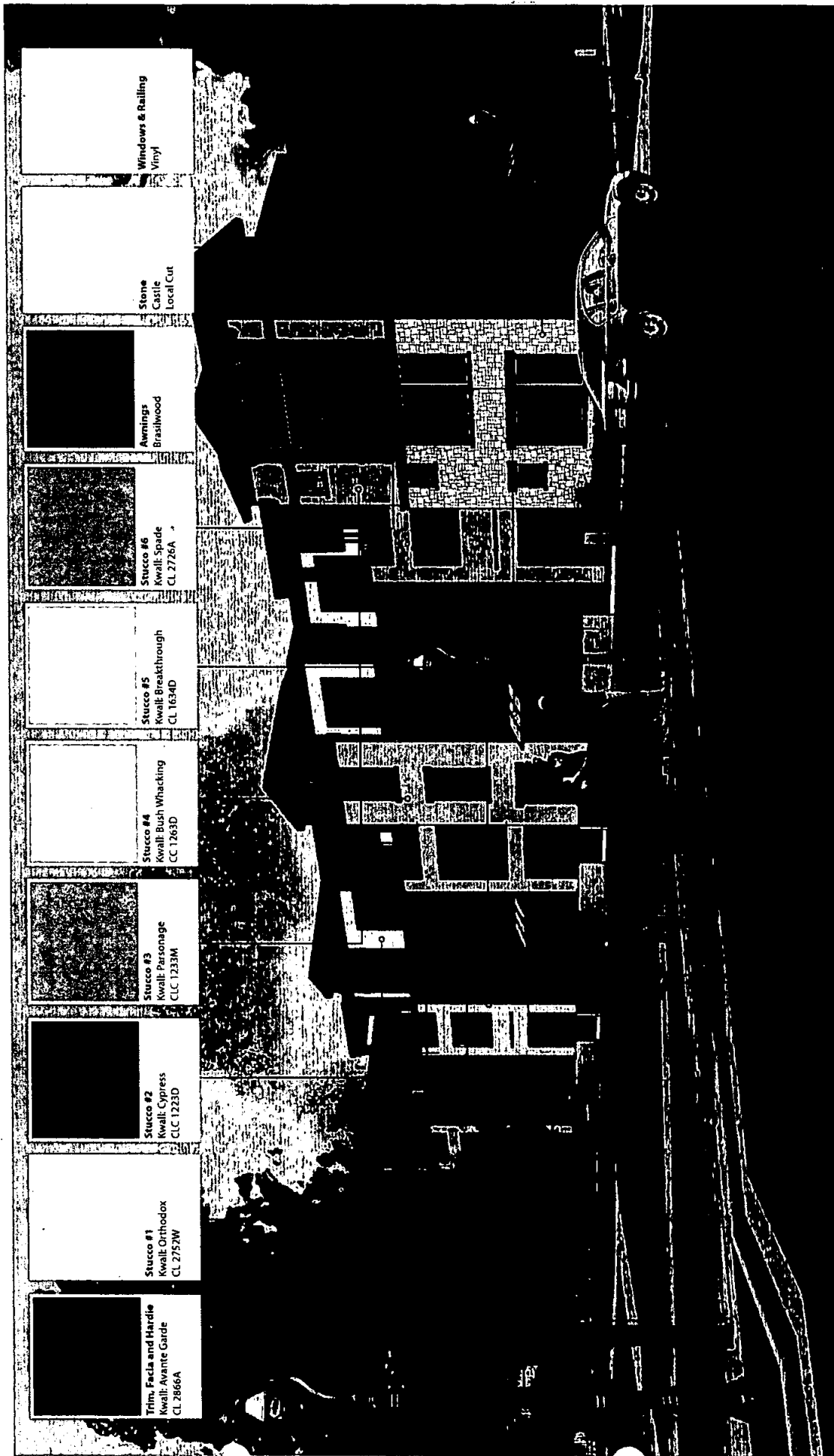


RELATIONSHIP TO OPEN SPACE
 JAN. 22 2010

COLOURS ARE REPRESENTATIONAL ONLY. FINAL COLOURS MAY VARY FROM ABOVE REPRESENTATION

Park Lane Village Phase 1 Submittal
 Farmington, Utah



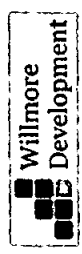


COLORS ARE REPRESENTATIONAL ONLY. FINAL COLORS MAY VARY FROM ABOVE. PRESENTATION

Park Lane Village Phase 1 Submittal

Farmington, Utah

Typical Color Scheme
Jan. 22 2010 9





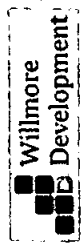
COLOURS ARE REPRESENTATIONAL ONLY. FINAL COLOURS MAY VARY FROM ABOVE REPRESENTATION.

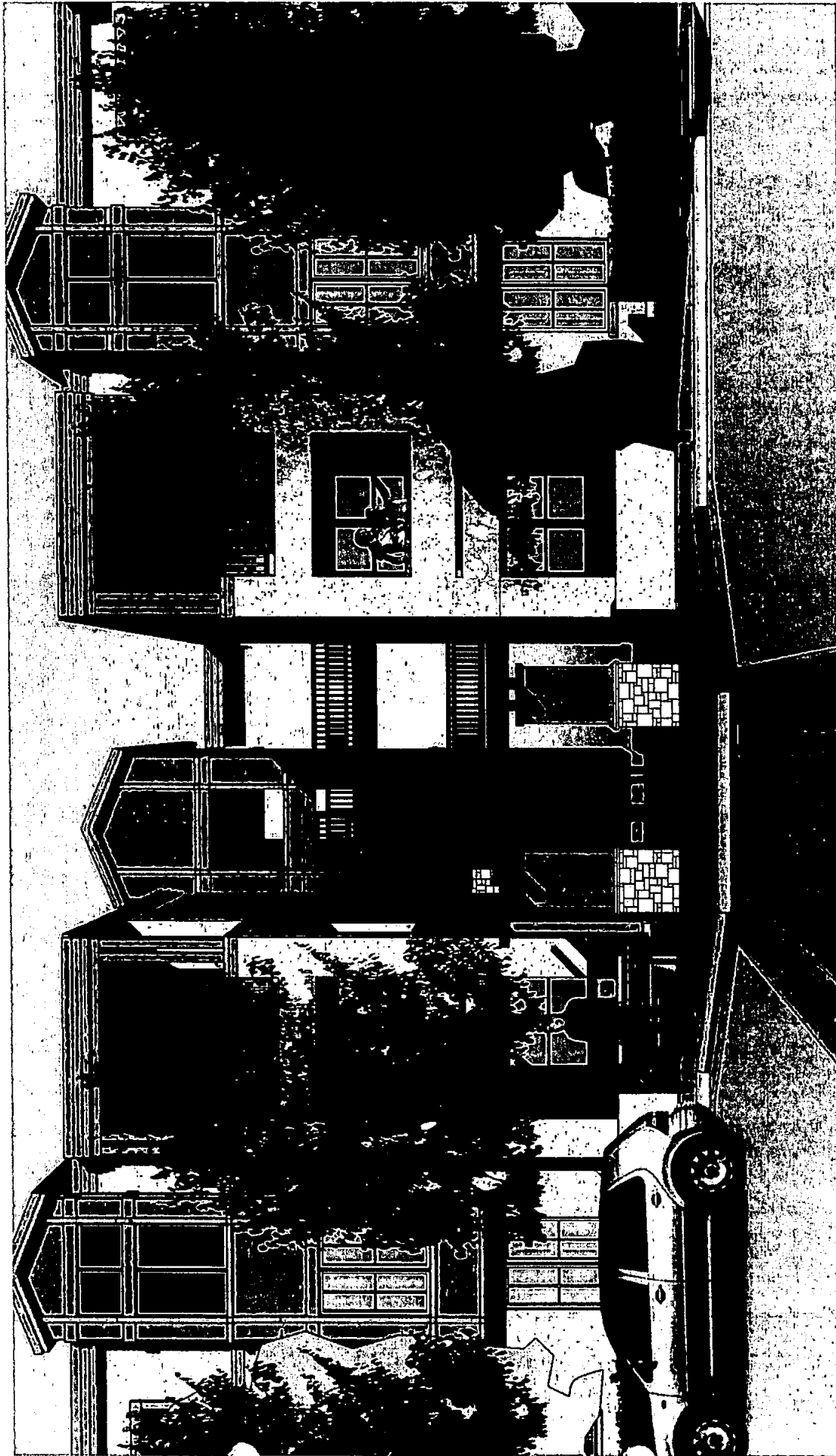
Park Lane Village Phase 1 Submittal

Farmington, Utah

Street View

Jan. 22.2010 10





COLOURS ARE BEHRENTENATIONAL ONLY. THESE COLOURS MAY VARY FROM ABOVE REPRESENTATION
 Jan. 22 2010 11

Park Lane Village Phase 1 Submittal

Farmington, Utah





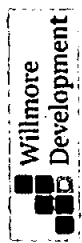
COLOURS ARE BE PRESENTED WITH CALORAS. ETHAN COLOURS MAY VARY FROM THE REPRESENTATION

Park Lane Village Phase 1 Submittal

Farmington, Utah

Club House

Jan. 22 2019 12



Willmore
Development



J&S
Architects

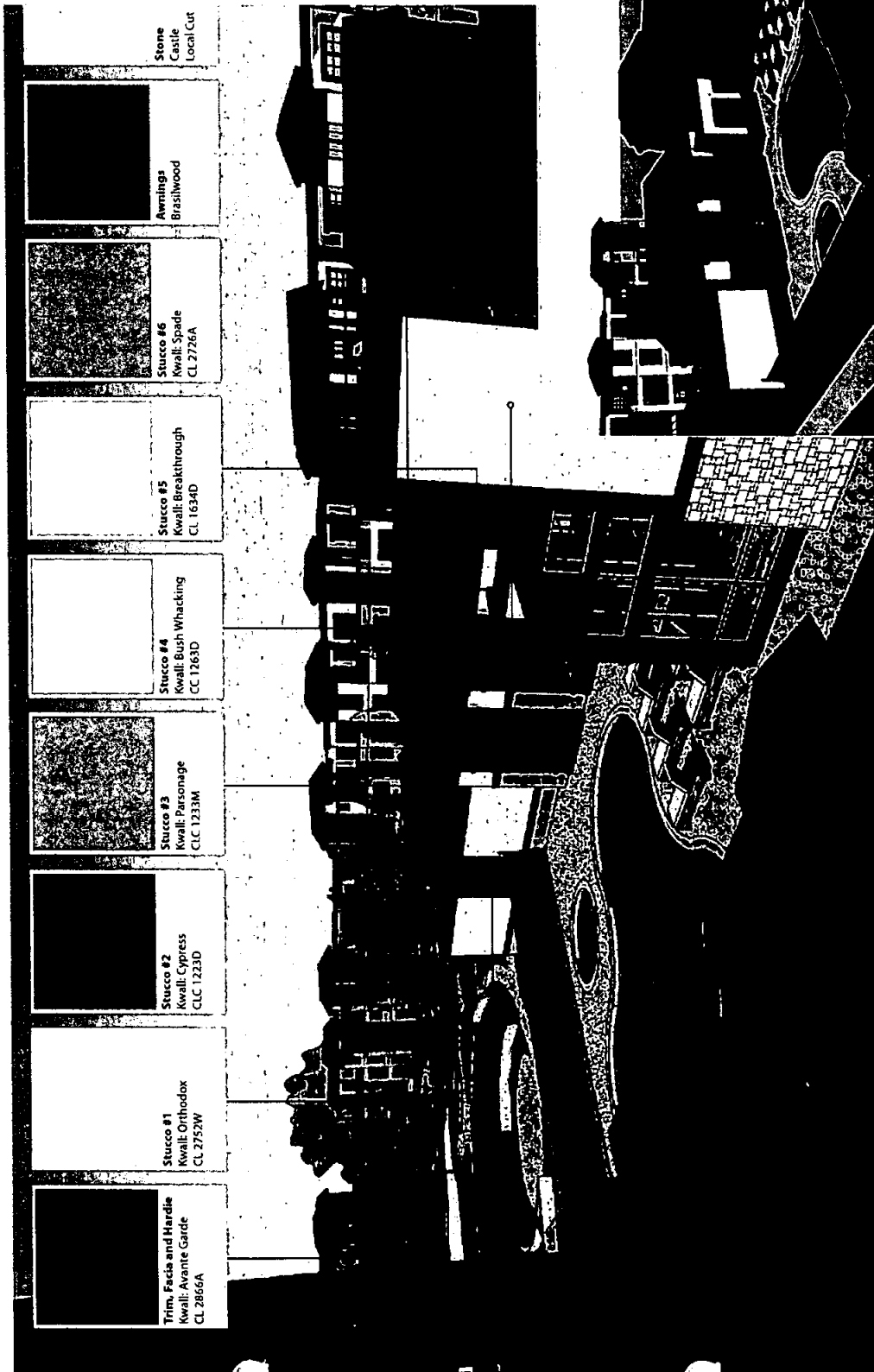


COLORS ARE REPRESENTATIONAL ONLY. FINAL COLORS MAY VARY FROM ARDENNE REPRESENTATION

Park Lane Village Phase 1 Submittal
 Farmington, Utah

Birds Eye View
 Jan. 22, 2010 13





Windows & Railing
Vinyl

Stone
Castle
Local Cut

Awnings
Brazilwood

Stucco #6
Kwall: Spade
CL 2776A

Stucco #5
Kwall: Breakthrough
CL 1634D

Stucco #4
Kwall: Bush Whacking
CC 1263D

Stucco #3
Kwall: Parsonage
CLC 1233M

Stucco #2
Kwall: Cypress
CLC 1223D

Stucco #1
Kwall: Orthodox
CL 2752W

Trim, Facia and Hardie
Kwall: Avante Garde
CL 2866A

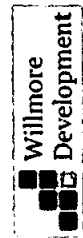
COLOURS ARE REPRESENTATIONAL ONLY. FINAL COLOURS MAY VARY. EROSION APPROVE REPRESENTATIVE

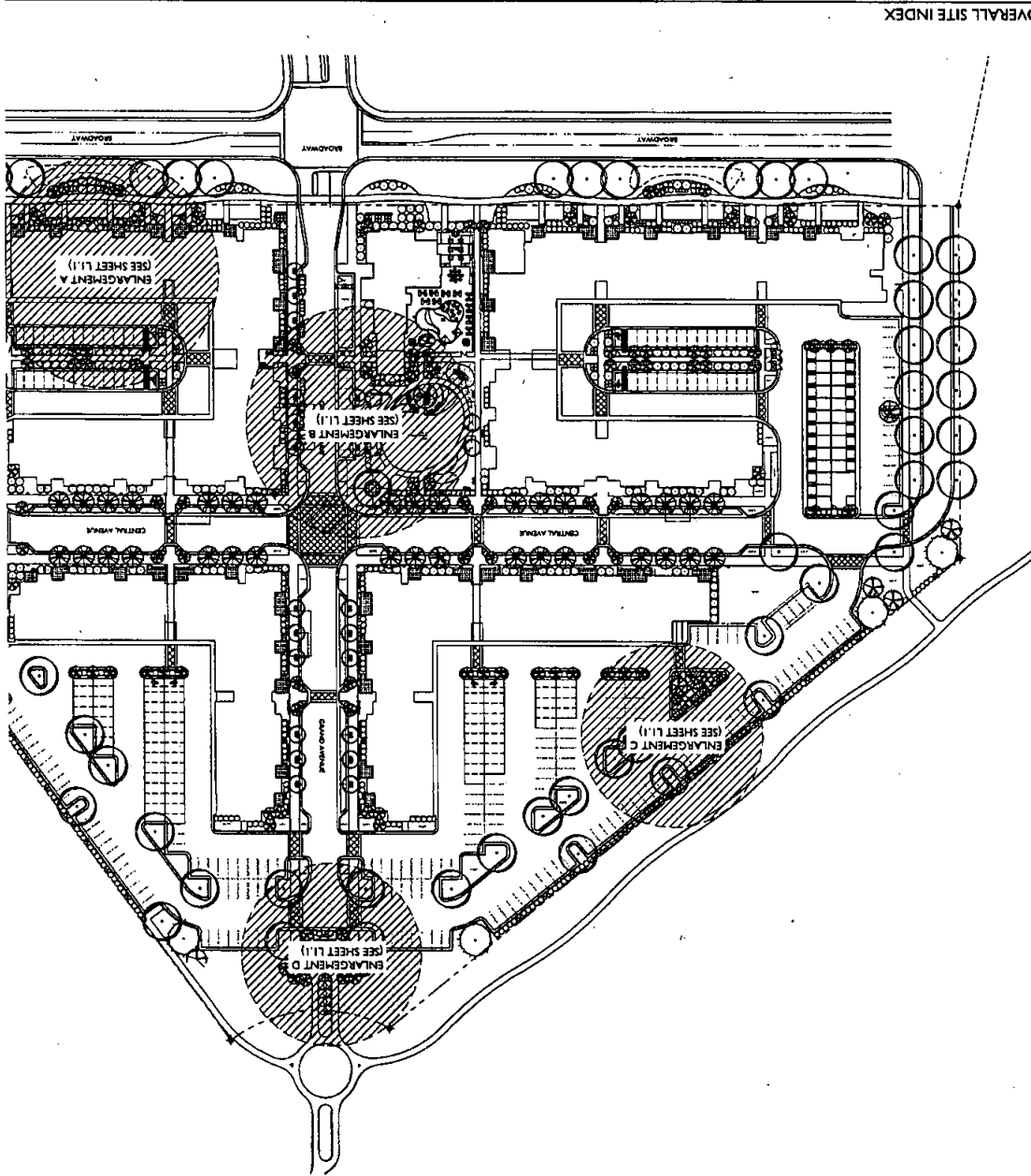
Park Lane Village Phase 1 Submittal

Farmington, Utah

Club House from Balcony

Jan. 22 2010 14

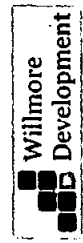


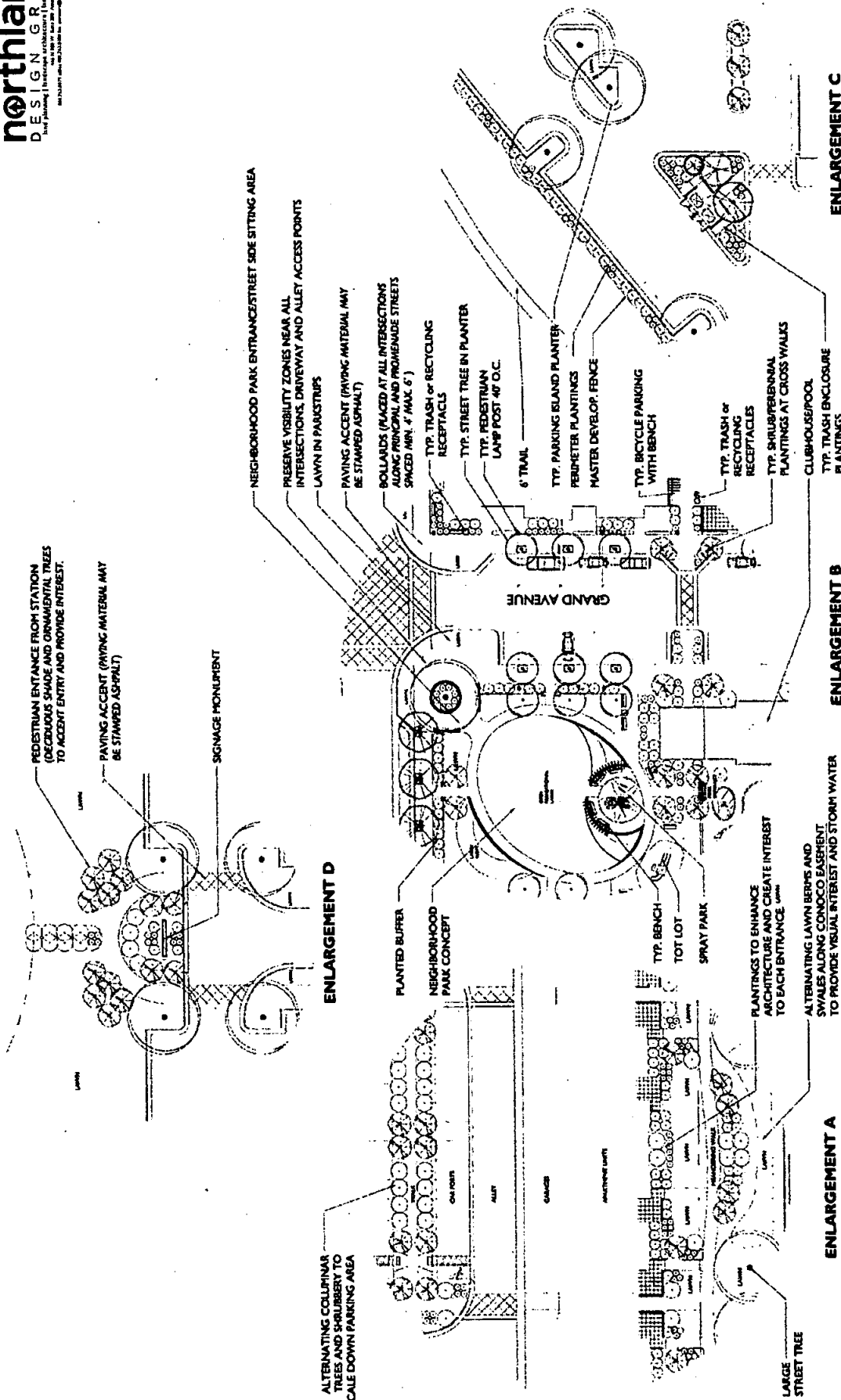


OVERALL SITE INDEX

Park Lane Village Phase 1 Submittal
 Farmington, Utah

COLORS ARE REPRESENTATIONAL ONLY. FINAL COLORS MAY VARY FROM ABOVE REPRESENTATION

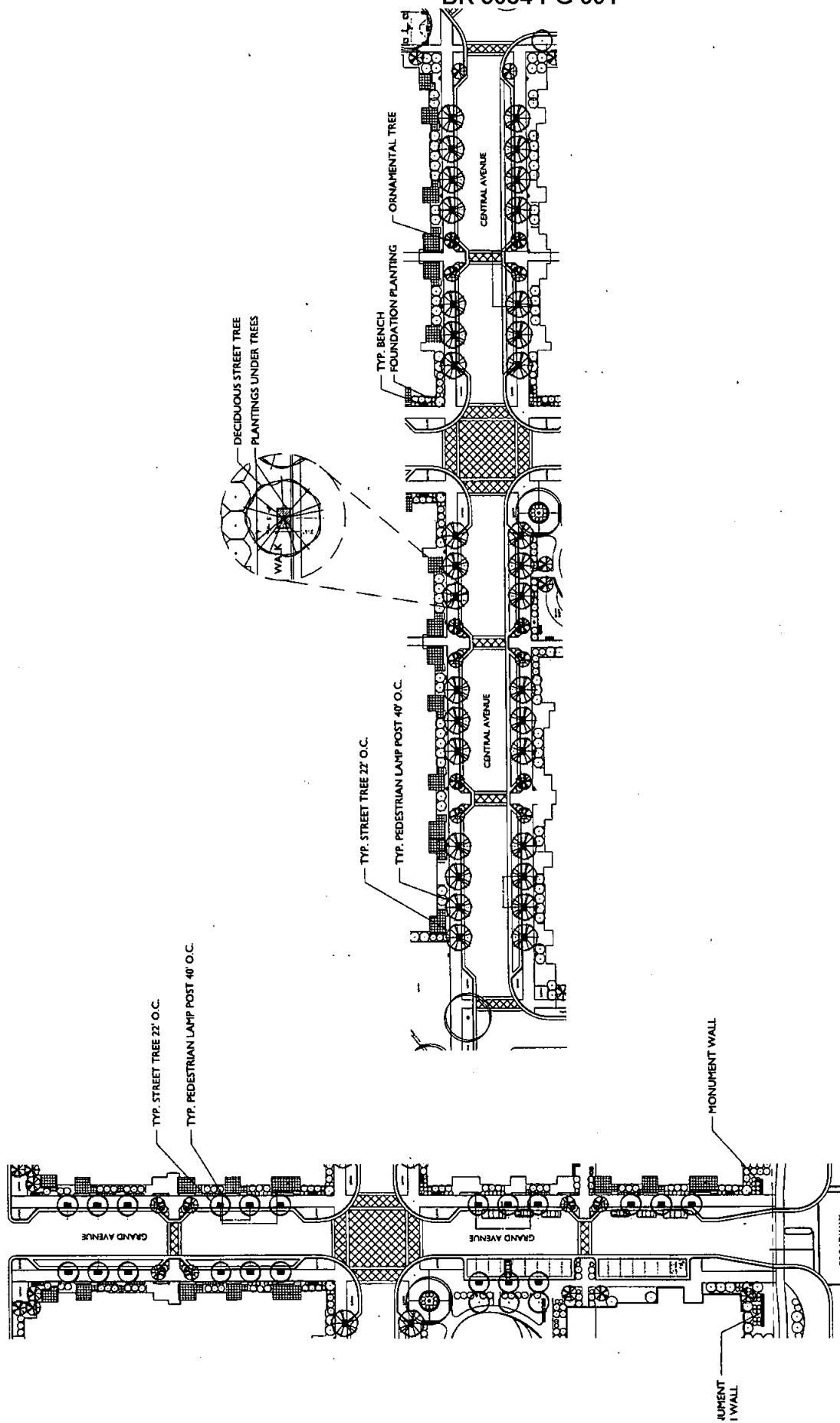




Park Lane Village Phase 1 Submittal
Farmington, Utah

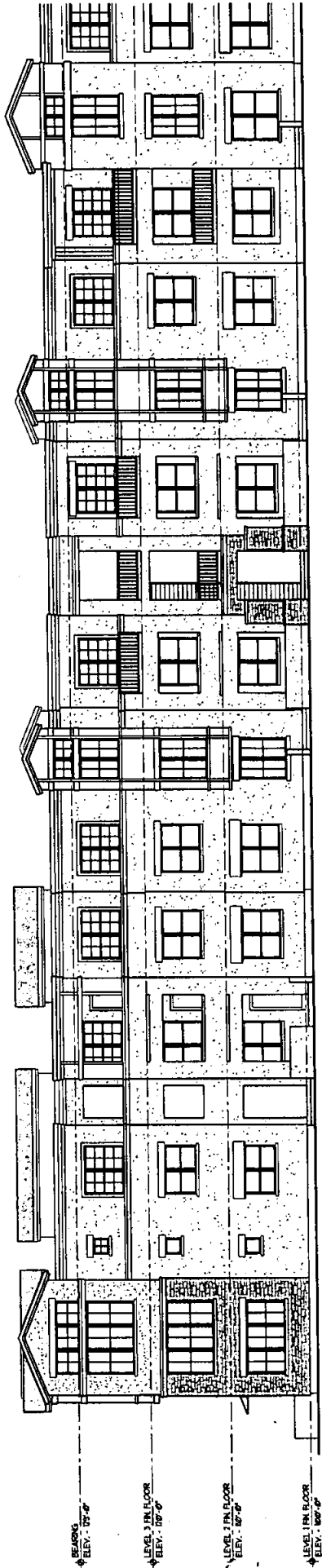


willmoredevelopment.com

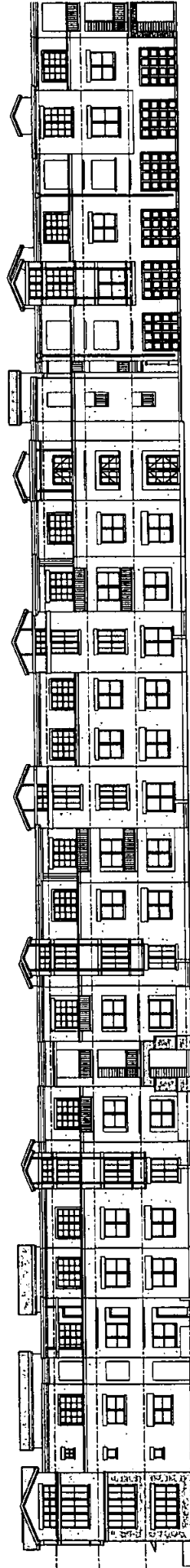


Park Lane Village Phase 1 Submittal
 Farmington, Utah

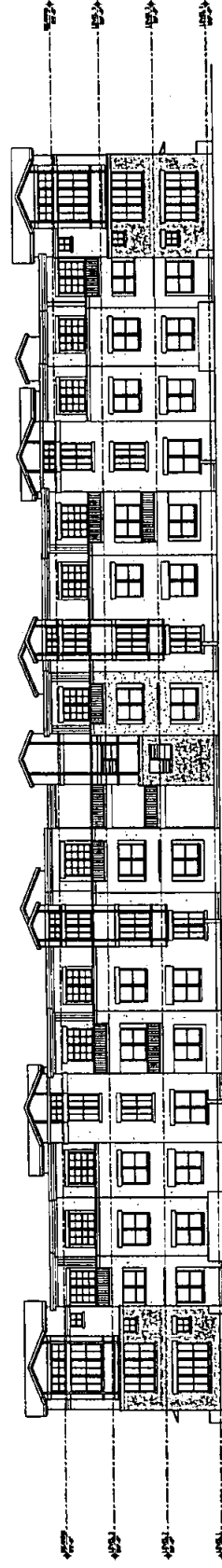




East Elevation Enlarged



East Elevation



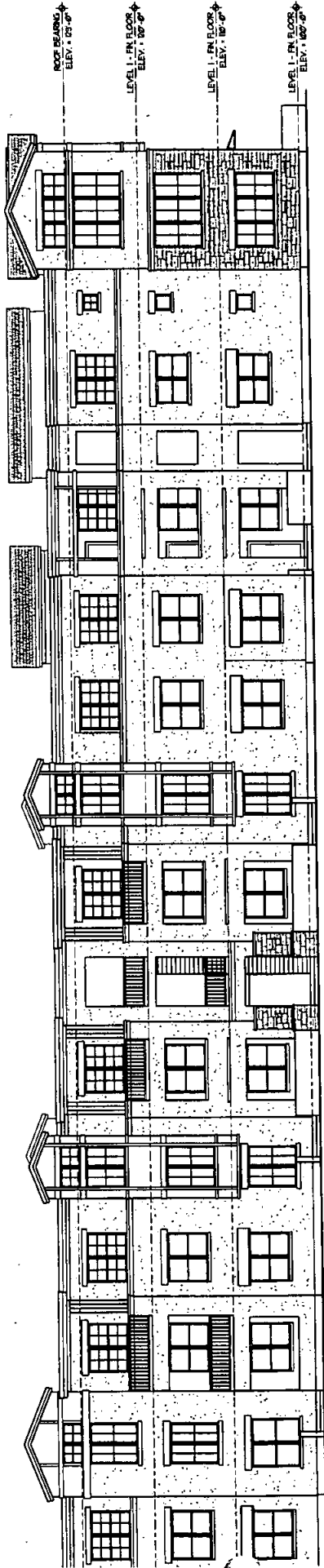
South Elevation

COLORS ARE REPRESENTATIONAL ONLY. FINAL COLORS MAY VARY FROM AND WE REPRESENTATION

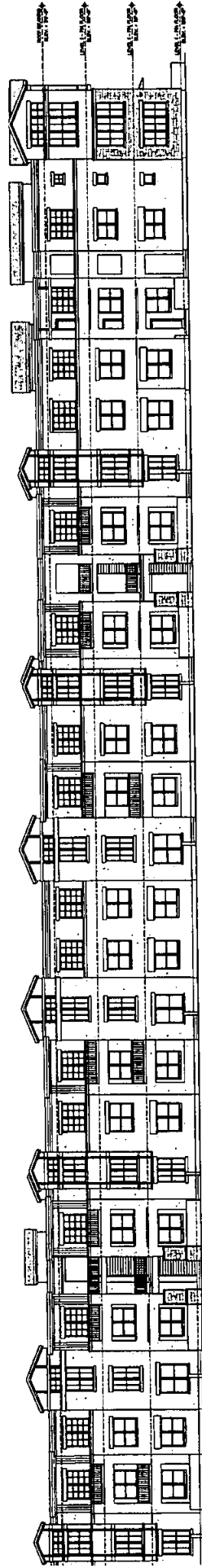
Park Lane Village Phase 1 Submittal
 Farmington, Utah

Building 1 Elevations
Apr. 22 2010 18

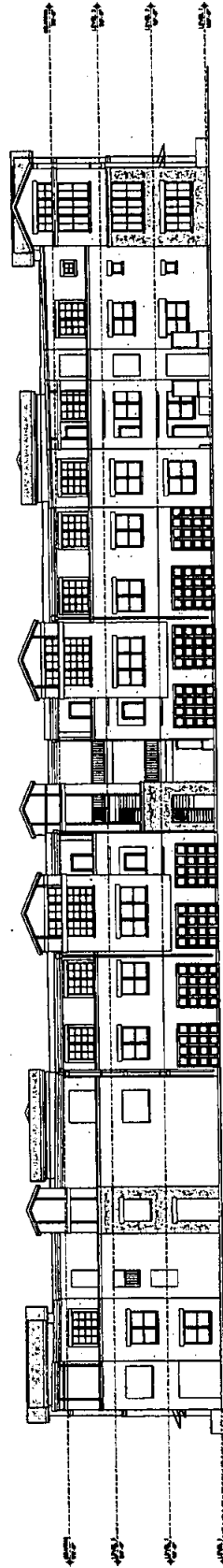




West Elevation Enlarged



West Elevation



North Elevation

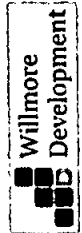
COLORS ARE REPRESENTATIONAL ONLY. FINAL COLORS MAY VARY FROM LARGE REPRESENTATION

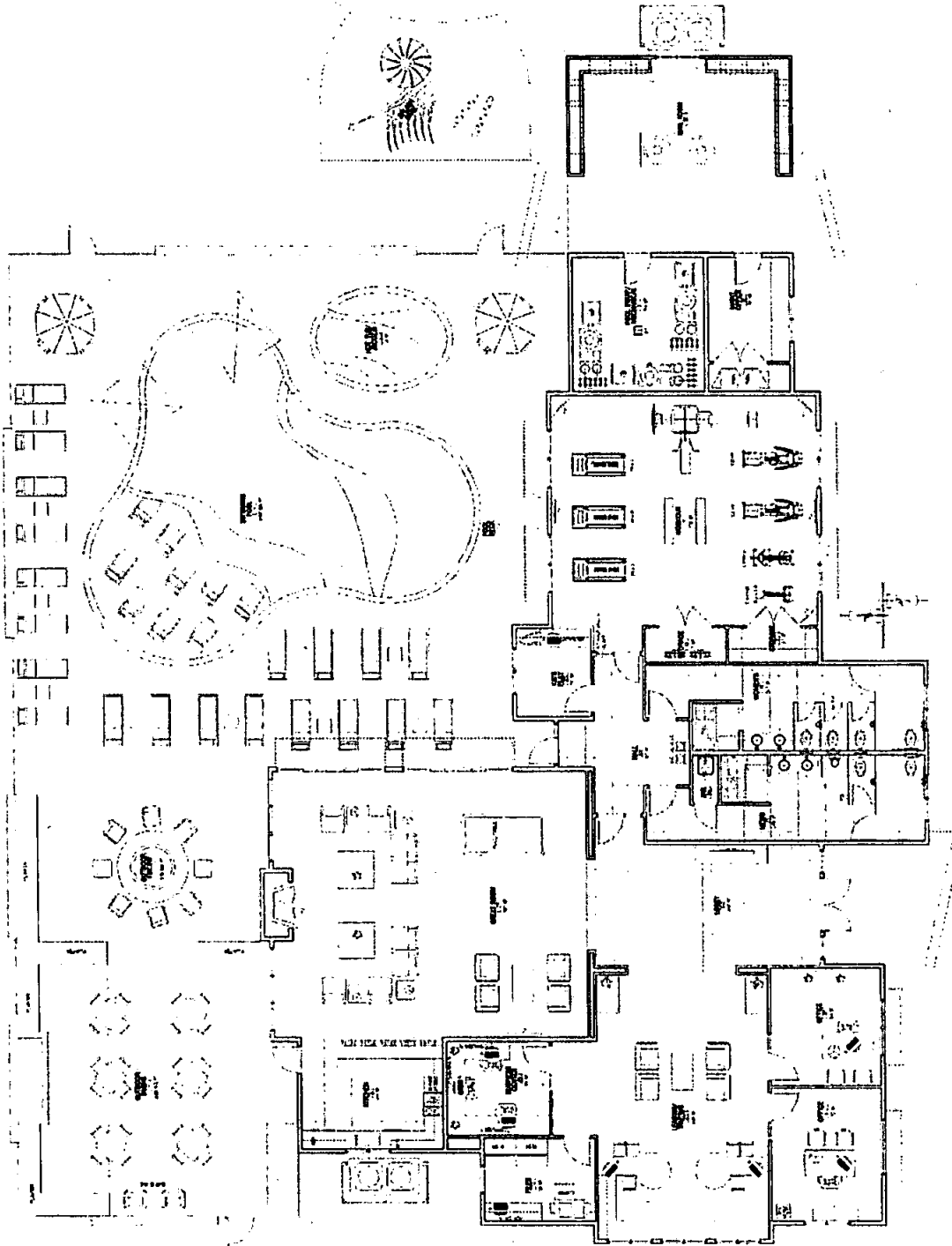
Park Lane Village Phase 1 Submittal

Farmington, Utah

Building 1 Elevations

Jan. 22 2010 19





COLOMBAS RECREATIONAL ONLY - FINAL CONSTRUCTION FROM ABOVE ELEVATION
Clubhouse Floor Plan
 Jun. 22.2010 20

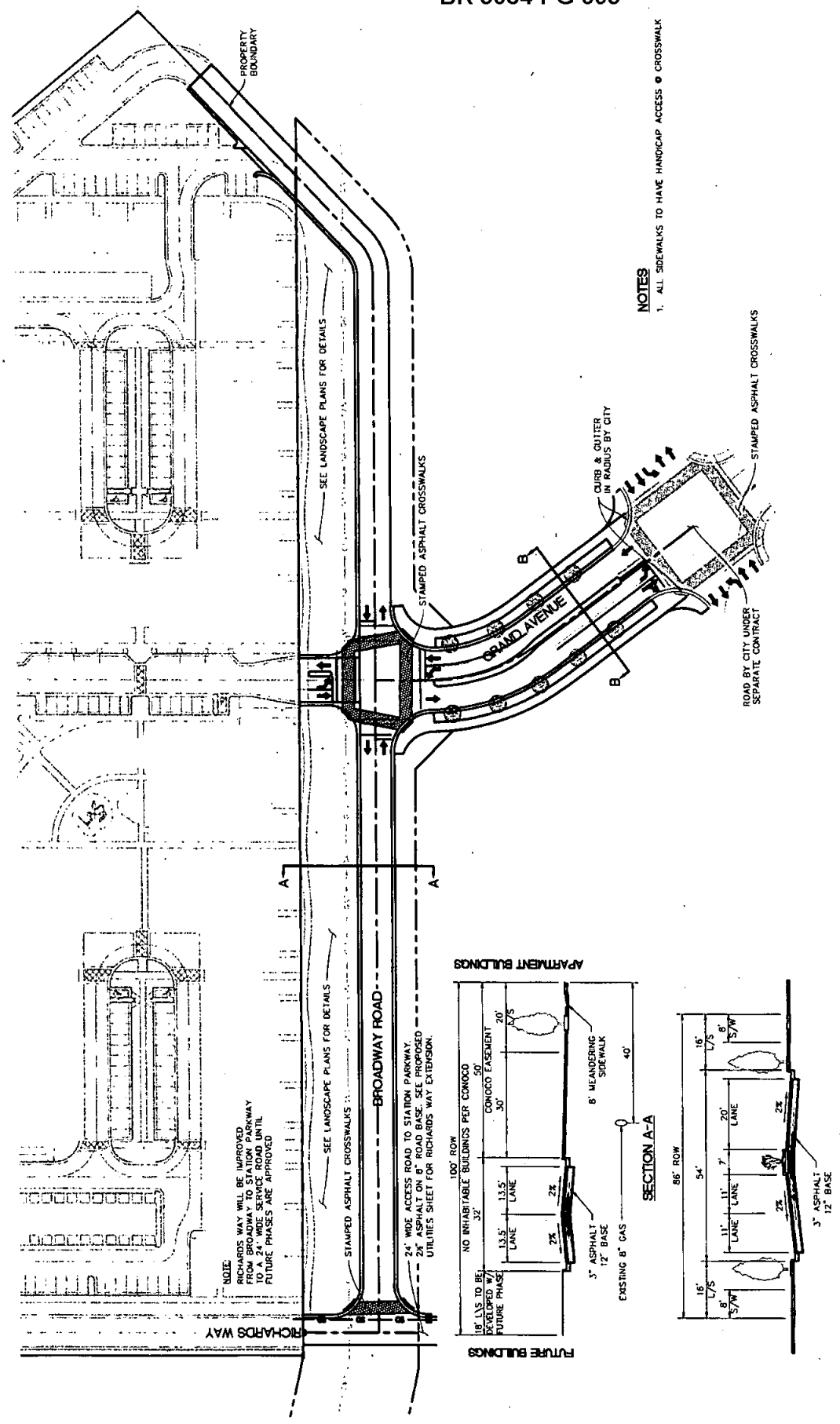
Park Lane Village Phase 1 Submittal
 Farmington, Utah

Willmore Development



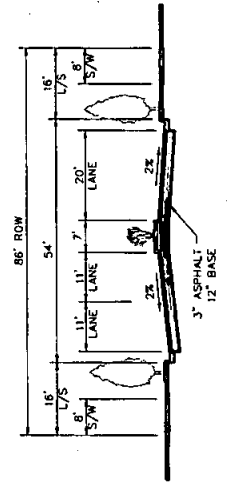
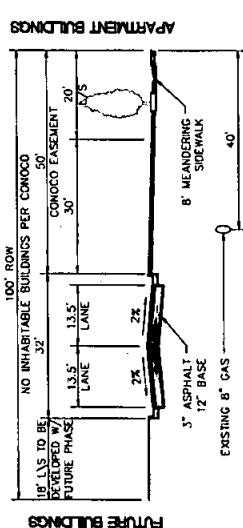
GRAPHIC SCALE
 0 20 40 60 80 100
 HORIZ. SCALE: 1" = 40'

BK 5084 PG 695



NOTE:
 RICHARDS WAY WILL BE IMPROVED FROM BROADWAY TO STATION PARKWAY TO STATION PARKWAY UNTIL FUTURE PHASES ARE APPROVED.

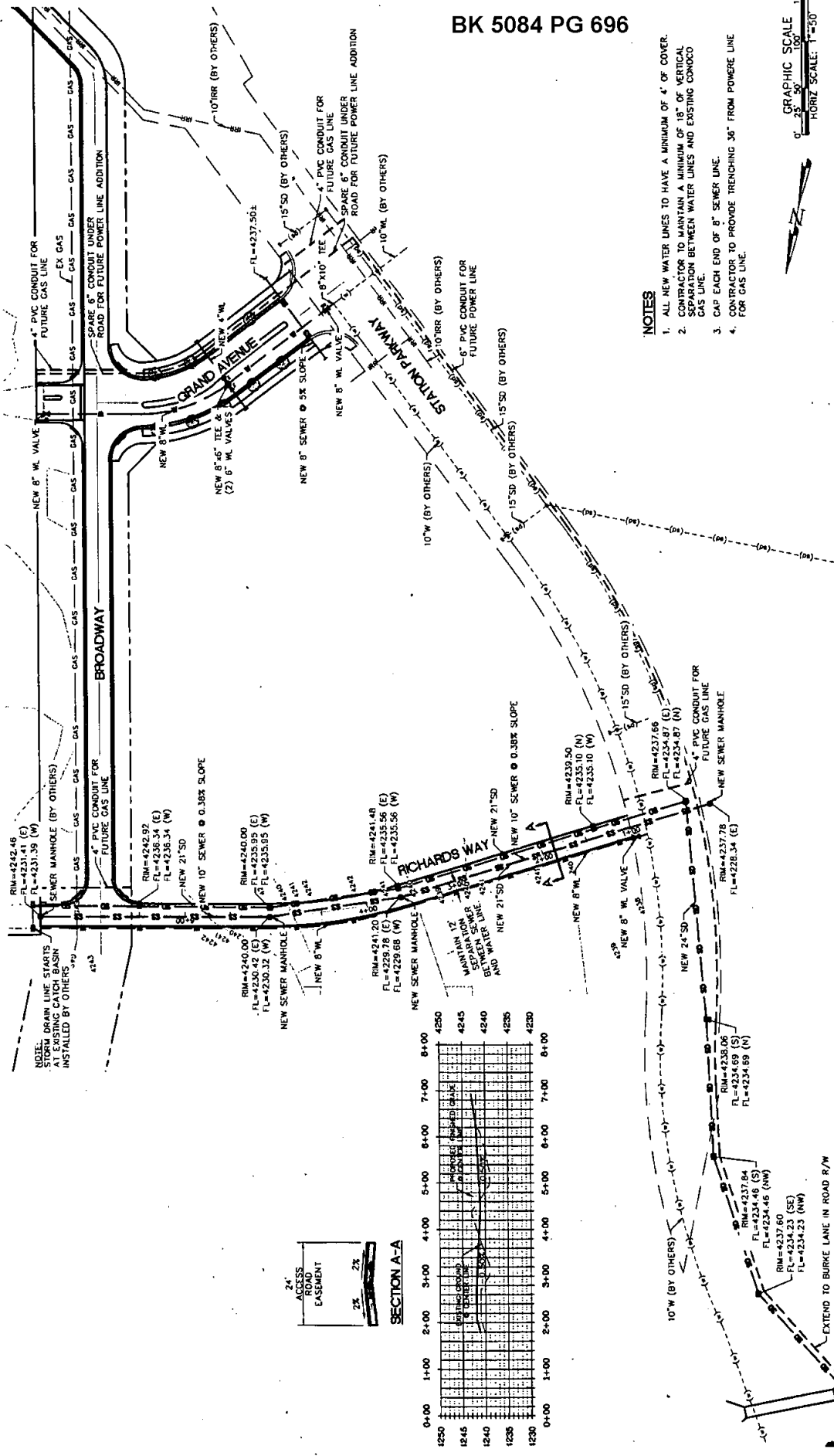
SEE LANDSCAPE PLANS FOR DETAILS
 STAMPED ASPHALT CROSSWALKS
 BROADWAY ROAD
 24' WIDE ACCESS ROAD TO STATION PARKWAY
 24' ASPHALT ON "B" ROAD BASE. SEE PROPOSED UTILITIES SHEET FOR RICHARDS WAY EXTENSION.



NOTES

- 1. ALL SIDEWALKS TO HAVE HANDICAP ACCESS @ CROSSWALK

PROJECT NO.: 509122		SHEET NO.: N/A	
SCALE: 1" = 40'		PAGE NO.: 1 OF 5	
PARK LANE VILLAGE			
PROPOSED ROADWAY IMPROVEMENTS			
FORSGREN <i>Associates, Inc.</i> 370 EAST 500 SOUTH, 7200 SALT LAKE CITY, UT 84111 PH: 801-464-4111 FAX: 801-464-4111			
CITY OF FARMINGTON UTAH			
PRELIMINARY DRAWING NOT FOR CONSTRUCTION		ATTENTION SCALE: 1/8" = 1'-0" DATE: 2/11/2010	
DESIGNED BY: J. JENSEN	CHECKED BY: J. JENSEN	DATE: 2/11/2010	SCALE: 1/8" = 1'-0"
APPROVED BY: J. JENSEN	DATE: 2/11/2010	PROJECT NO.: 509122	

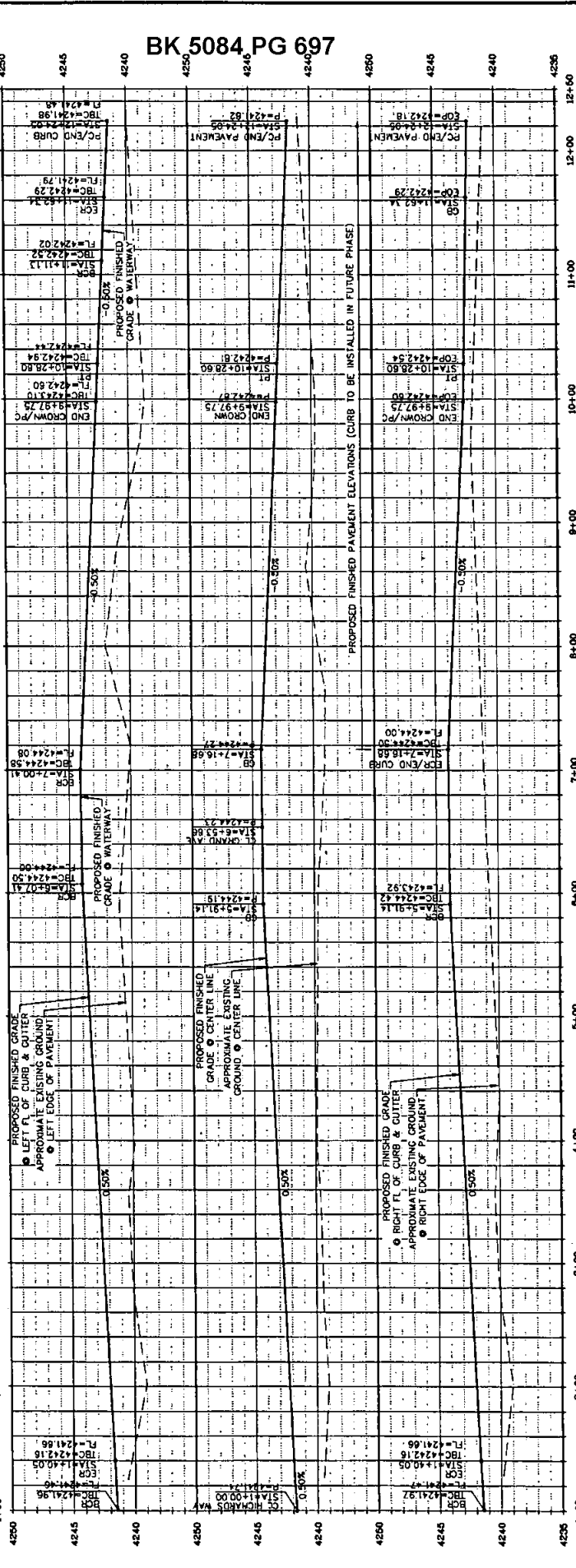
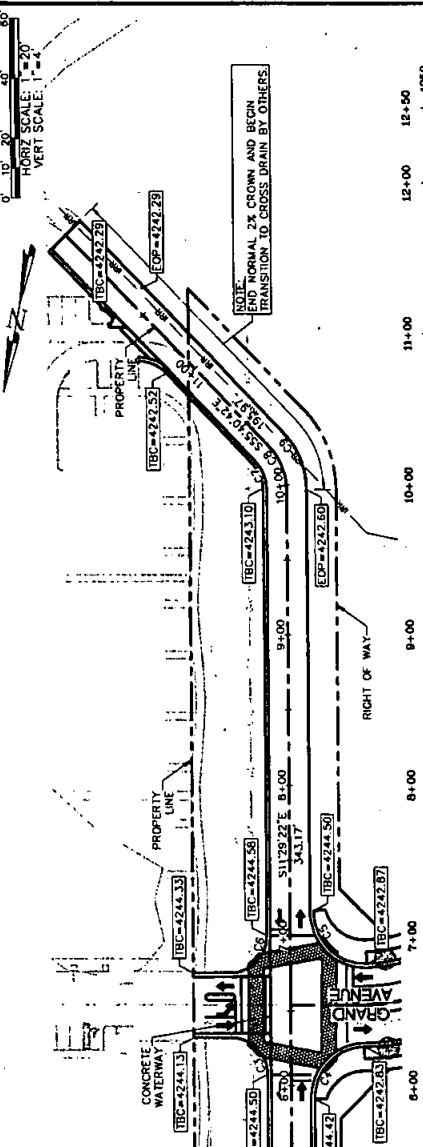


PROJECT NO: 509122		SHEET NO: N/A	
SCALE: 1" = 50'		PAGE NO: 2 OF 5	
PARK LANE VILLAGE		PROPOSED UTILITIES	
FORSYTH <i>Associates, Inc.</i> 370 EAST 500 SOUTH, 4200 SOUTH STATE STREET, UT 84111 PH: 801.364.4785 FAX: 801.364.1802			
CITY OF FARMINGTON UTAH			
PRELIMINARY DRAWING NOT FOR CONSTRUCTION			
DATE: 11/11/10	BY: JAC	APPROVED: JAC	SCALE: AS SHOWN
DATE: 11/11/10	BY: JAC	APPROVED: JAC	SCALE: AS SHOWN

GRAPHIC SCALE
 HORIZ SCALE: 1" = 20'
 VERT SCALE: 1" = 4'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	39.30	25.00	90°04'17"
C2	39.22	25.00	89°53'00"
C3	39.42	25.00	89°20'54"
C4	54.39	35.00	80°01'52"
C5	36.41	35.00	92°21'04"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C6	39.12	25.00	89°39'06"
C7	20.44	26.50	4°11'20"
C8	30.85	40.00	4°11'20"
C9	41.26	53.50	4°11'20"



ATTENTION
 THIS DRAWING IS NOT FOR CONSTRUCTION

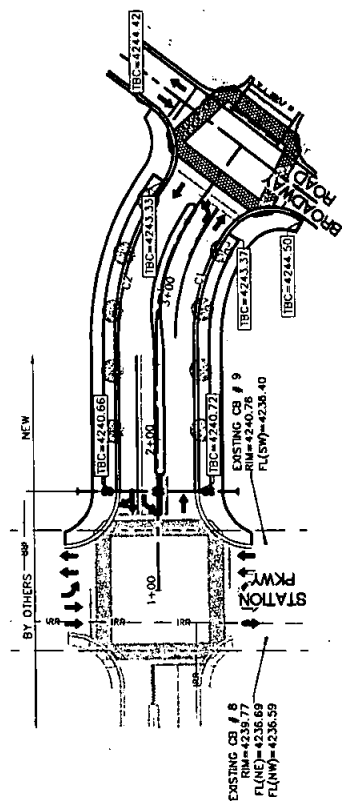
FORSGREN Associates, Inc.
 378 EAST 500 SOUTH, 2500 SALT LAKE CITY, UT 84111
 P.O. BOX 4745 FAX: 801-356-4802

CITY OF FARMINGTON UTAH

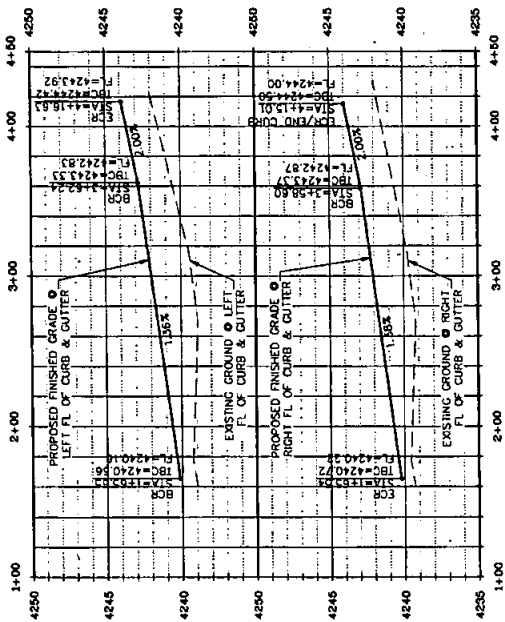
PARK LANE VILLAGE BROADWAY ROAD PLAN & PROFILE

PROJECT NO: 509122
 SHEET NO: C-01
 SCALE: 1" = 40'
 PAGE NO: 3 OF 5

GRAPHIC SCALE
 0' 10' 20' 30' 40' 50' 60'
 HORIZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 4'



CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION
C1	73.90	123.00	34°25'24"	S58°56'51" W
C2	111.55	178.50	35°48'21"	S58°38'20" W



BK 5084 PG 698

PROJECT NO: 509122 SHEET NO: C-02 SCALE: 1" = 40' PAGE NO: 4 OF 3	PARK LANE VILLAGE GRAND AVENUE PLAN & PROFILE		FORSGREN <i>Associates, Inc.</i> 370 EAST 500 SOUTH, 1200 BAY LANE CITY, UT 84111 PH: 801.361.4785 FAX: 801.361.4802
PRELIMINARY DRAWING NOT FOR CONSTRUCTION		CITY OF FARMINGTON UTAH	
ATTENTION LOCAL OFFICE OF THE CITY ENGINEER			
DESIGNER: M. COOPER CHECKED: J. J. JENSEN DATE: 10/15/03	APPROVED: [Signature] DATE: 10/15/03	I, the undersigned, being a duly qualified and licensed Professional Engineer in the State of Utah, do hereby certify that I am the author of the foregoing drawings and that I am a duly qualified and licensed Professional Engineer in the State of Utah.	

November 23, 2009



PROJECT MASTER PLAN (PMP) WRITTEN NARRATIVE

DATE: NOVEMBER 23, 2009
 PROJECT: PARK LANE VILLAGE APARTMENTS
 LAND ACERAGE: 13.1496 ACRES
 DEVELOPER: WILLMORE DEVELOPMENT

*Principals**John C. Shirley, ALA**Corey R. Solum, ALA**Christopher D. Jensen, ALA**Assoc. Principals**Tyler K. Kirk, ALA**John M. Shirley, ALA**architects**planners**interior designers*

JSA Architects, LLC

6465 South 3000 East

Suite 205

Salt Lake City, Utah

84121

Ph: 801.733-2500

Fax: 801.733.2501

www.jsa-llc.com

a) The project consists of approximately 13.1496 Acres. The intended land use for the entire site proposed site is a class 'A' multi-family 324-unit apartment project consisting of five (5) separate three (3) story apartment buildings with tuck-under enclosed parking-garages and a single-story clubhouse and leasing facility with a business center, fitness room, child play area, pool, spa, water-play park, bar-b-que area and playground amenities. Unit features will include 9' ceilings, walk-in closets, tile or hard surface entries, granite counter-tops, washer/dryer in each unit, and wiring for high-speed internet. Each unit will have either a balcony or a patio. The attached drawings show the general layout/building distribution as well as proposed auto and pedestrian circulation paths and connections to adjacent properties. The project vertical construction summary per building to date are as follows:

- a. Apartment Building 1: 94 Units; 44 garages; approx. 115,237 sq. ft.
- b. Apartment Building 2: 62 Units; 31 garages; approx. 75, 511 sq. ft.
- c. Apartment Building 3: 54 Units; 28 garages; approx. 65,577 sq. ft.
- d. Apartment Building 4: 94 Units; 44 garages; approx. 115,237 sq. ft.
- e. Apartment Building 5: 20 Units; 12 garages; approx. 22,910 sq. ft.
- f. Clubhouse/Leasing: 1 building; 0 garages; 4,974 sq. ft.
- g. Detached Garages: 23 Garages
- h. Carports: 135 Stalls
- i. Surface parking: 321 Stalls
- j. Total on-site parking: 638 spaces (1.97 spaces per unit)

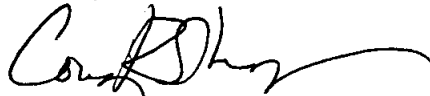
Construction will be of wood frame with stucco, with some stone accent and cementitious fiberboard siding, flat membrane roofs, gas forced air furnace, electric A/C units and Energy Star rated. This will be a "Class A" product.

Unit mix:

<u>Bed/bath</u>	<u>Units</u>	<u>Sq.Ft.</u>	<u>% of Total</u>
1Bed 1bath	90	638	28%
1Bed 1bath	24	683	7%
1Bed 1bath	21	811	6%
2Bed 1bath	12	931	4%
2Bed 2bath	51	1,021	16%
2Bed 2bath	102	1,034	32%
3Bed 2bath	24	1130	7%
Total	324	885 Ave	100%

- b) As shown in the graphic submittals, the proposed primary and secondary transportation has been coordinated to the current status of adjacent parcels and roads.
- c) See attached letter from Ensign Engineering dated November 23, 2009.
- d) The development will continue to be coordinated with the adjacent parcels/master plan to promote architectural continuity from the Park Lane Apartments master plan to the Station Park overall master plan.
- e) The Park Lane Village master plan is intended to be a HUD financed project, and will be developed in a single construction phase with an estimated 12-14 month overall construction schedule.
- f) No existing structures are located on the site, and therefore will not be required to be incorporated into the master plan.
- g) To date, no other information required by the PMP rules and regulations is known to be to be required to be incorporated into the written submittal.

Sincerely,



Corey R. Solym,
JSA Architects, LLC
6465 South 3000 East
Suite #205
Salt Lake City, Utah 84121

November 23, 2009

Mr. Corey Solum
 JSA Architects
 6465 South 3000 East Ste. #205
 Phone: (801) 733-2500
corey.solum@isa-llc.com



Civil Engineering
 Structural Engineering
 Land Surveying
 Urban Design
 Planning

Dear Mr. Solum,

The following is a narrative regarding the storm water and utility design as well as any open space land issues and how they are being addressed for the proposed Park Lane Village project located in Farmington, Utah.

Storm Water Drainage and Management

Storm water discharging from this site will be conveyed through a storm drainage system consisting of pipes, manholes, catch basins, and combination boxes. The storm drainage system has been divided into two separate parts: onsite and offsite. All onsite storm water will be discharged at a rate of 6.5 cfs into the offsite system. In order to properly maintain correct storm water drainage and management on this site, a series of storm drain pipes (known as the "storm drain gallery") stored underground will be used to detain any water onsite. In addition to the storm drain gallery, some pipe segments will be upsized in order to provide additional storage. Upon exiting the storm drain gallery a water treatment system will properly treat any storm water before it is discharged into the offsite drainage system, therefore providing adequate water quality to any downstream drainage systems. All offsite storm drainage will be design by others and will eventually be conveyed to a public drainage sytem.

Major Utilities

Water (fire and domestic) and sanitary sewer utilities will be required on this site. The utilities have been divided into two separate parts: onsite and offsite. Each building will have a utility building where all fire and domestic water lines will be located and maintained. A 1-1/2" domestic service lateral will tie into the 6" fire line for each building. The water line will be looped throughout the site and tie-in to the offsite water line. Sanitary sewer service laterals will also be stubbed to each building. All sanitary sewer and water lines will be stubbed to the northwest corner of the property where they will tie-in to the offsite utility system. The offsite utility system will be designed by others. Sanitary sewer offsite utilities will eventually be conveyed to a sewer lift station (provided by others).

Open Space Land

The Park Lane Village project contains several areas of open space which will provide for sufficient walking trails and access points to nearby public services. The Union Pacific Railroad is located to the north and east of the project. A trail system provides a buffer between the Park Lane Village and the Union Pacific Railroad.

Also to the east is UTA's FrontRunner Rail system. Adequate open space and trails provide sufficient access to the FrontRunner.

Located along the west property line of Park Lane Village is an existing petroleum line which is located within a 100-foot easement. A new 43-foot wide roadway is proposed within this

SALT LAKE CITY
 90 E Fort Union Blvd Ste 100
 Midvale UT 84047
 P 801.255.0529 F 801.255.4449

LAYTON
 1485 W Hillfield Road Ste 204
 Layton UT 84041
 P 801.547.1100 F 801.589.8315

PLEASANT GROVE
 795 South Main Street
 Pleasant Grove UT 84062
 P 801.786.8145 F 801.798.8147

TOOELE
 169 North Main Street
 Tooele UT 84074
 P 435.843.3580 F 435.578.0108

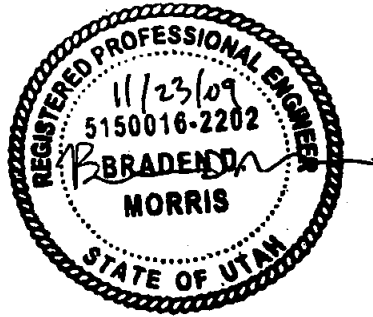
BK 5084 PG 702

Page 2
Park Lane Village
Farmington, Utah

easement, resulting in 57 feet of open space and sidewalks. This buffer between the existing petroleum line and the proposed buildings should be sufficient for open space requirements.

As most of the design to this point is preliminary, additional information and details will be provided as the project continues to a final design phase. We will continue working on the design of this project in order to efficiently carry it forward to a finished product. Please feel free to contact us with any questions or concerns.

Thank you,



Brady Morris, P.E.
Ensign Engineering
90 E. Fort Union Blvd. Ste. 100
Midvale, Utah 84047
Phone: (801) 255-0529
bmorris@ensignutah.com
www.ensignutah.com

SALT LAKE CITY

90 E Fort Union Blvd Ste 100
Midvale UT 84047
P 801.255.0529 F 801.255.4449

LAYTON

1485 W Hillfield Road Ste 204
Layton UT 84041
P 801.547.1100 F 801.593.6315

PLEASANT GROVE

795 South Main Street
Pleasant Grove UT 84062
P 801.796.8145 F 801.796.8147

TOOELE

169 North Main Street
Tooele UT 84074
P 435.843.3590 F 435.578.0108