

RETURNED
AUG 09 2010

ENCROACHMENT AGREEMENT

STATE OF UTAH §
 §
COUNTY OF DAVIS §

E 2545063 B 5083 P 464-481
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/09/2010 12:56 PM
FEE \$44.00 Pgs: 18

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pioneer Pipe Line Company, a Delaware corporation, (hereinafter referred to as "Permitter"), is the current owner of a right of way as specified in an instrument dated the 7th day of August, 1952, from Lawrence Chaffin and Mildred S. Chaffin, his wife, covering lands in Davis County, State of Utah, said instruments being filed of record in Book 45, Page 530 of the Deed Records of Davis County, Utah (hereinafter referred to as the "Right-of-Way"); and

WHEREAS, Pioneer Pipe Line Company, a Delaware corporation, (hereinafter referred to as "Permitter"), is the current owner of a certain right-of-way as specified in an instrument dated the 30th day of July, 2010, from Farmington Square, L.L.C., covering lands in Davis County, State of Utah, said instrument being filed of record in Book _____, Page _____ of the Deed Records of Davis County, Utah (hereinafter referred to as the "Right-of-Way"), more generally shown on the attached **Exhibit A 1 of 2**, incorporated herein by reference; and

WHEREAS, Permitter owns and operates one (1) eight-inch (8") pipeline in the land covered by Permitter's Right of Way; and

WHEREAS, FARMINGTON SQUARE, L.L.C., a Utah limited liability company, (hereinafter referred to as "Permittee", whether one or more) with an address of 1869 North Bella Vista Drive, Farmington, Utah 84025, is the surface owner of a tract of land which is subject to the above specified Right-of-Way, said tract being described in the Deed filed of record Entry Number 2432629 in Book 4733, Page 1860; Davis County Records; and

WHEREAS, Permittee has requested permission to encroach upon Permitter's Right-of-Way located on Permittee's land specified above by constructing a public street and related facilities and utilities, as expressly shown in the drawings and attached hereto as **Exhibit A 2 of 2** and **Exhibit C** and incorporated herein by reference, over and in Permitter's Right-of-Way, (hereinafter referred to as the "Encroachment, whether one or more"); and

WHEREAS, Permitter is agreeable to permitting said Encroachment subject to the terms and conditions of this Encroachment Agreement ("Agreement").

NOW, THEREFORE, for good and valuable consideration, including the covenants contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, Permitter hereby consents to the placement and maintenance of the Encroachment within the Right-of-Way as are specifically described and/or depicted on **Exhibit A 2 of 2** and **Exhibit C**, attached hereto and made a part hereof. The Encroachment within the Right-of-Way shall be placed only in the locations as described and/or depicted on **Exhibit A 2 of 2** and **Exhibit C**. Any changes in the nature or location of the Encroachment shall require the prior written approval of Permitter.
2. Permittee has been advised, and is fully aware, that Permitter now has, and shall continue to have, the right to utilize the land within the Right of Way. Permitter is hereby granted the right to use additional workspace outside of said Right-of-Way for pipeline purposes; that in so doing, Permitter may,

at any time and from time to time, and without liability to Permittee, enter upon said land, place and transport machinery and equipment thereon, excavate trenches or ditches thereon, and perform other pipeline operations and related activities thereon, any of which may damage or destroy the Encroachment. Permittee agrees that Permitter shall have no obligation to repair, restore or replace the Encroachment to compensate Permittee for any damage to or destruction of the Encroachment arising out of any such Permitter activity. Permittee also agrees that Permitter shall not be responsible or liable for, and Permittee hereby releases Permitter from, any lost business or consequential damages resulting from Permitter's above described activities, howsoever caused.

3. Permittee shall give Permitter at least ten (10) business days written notice before commencing any construction, maintenance or replacement of the Encroachment on the Right-of-Way, or movement of equipment across the Right-of-Way, in order that Permitter shall have an opportunity to have an inspector or representative present during the time such activities are carried out and so that Permitter's pipeline(s) can be staked to minimize the possibility of damage. Notice is to be given to the following individual at the listed address and phone number:

CONOCOPHILLIPS COMPANY
REAL PROPERTY ADMINISTRATION
PO BOX 7500, BARTLESVILLE, OKLAHOMA 74005-7500
FAX: 918-661-7332

With a copy to:
CONOCOPHILLIPS COMPANY
DIRECTOR, PTRRC PERMIAN/ROCKIES REGION
300 WEST 6TH STREET
BORGER, TX 79007
PHONE: 806-275-3701
FAX: 806-275-3706

4. Any future encroachments not specifically approved herein, on, or disturbances of, Permitter's Right-of-Way are forbidden unless permitted by a separate fully executed Encroachment Agreement. The encroachments shall be subject to the provisions of **Exhibit B**, attached hereto and incorporated herein by reference. Permittee will not excavate, nor permit others to excavate, on Permitter's Right-of-Way for subgrade preparations or for any other purposes, except as allowed by this Agreement. Permittee, at its sole cost and expense, shall at all times maintain the Encroachment in a condition which will not interfere with or endanger Permitter's pipeline(s) or the operation of such pipelines located within Permitter's Right-of-Way.

5. Permittee will provide Permitter engineering drawings of the proposed Encroachment in a format acceptable to Permitter for Permitter's review and approval at least ten (10) business days prior to Permittee commencing any excavation and/or construction of the Encroachment. Approval of the drawings shall not be unreasonably withheld. Within five (5) business days following Permitter's receipt of said drawings, Permitter shall provide Permittee with approval and/or comments upon the drawings. If Permitter does not provide Permittee with any comments upon the drawings within five (5) business days of receiving the drawings, then the drawings will be deemed to have been approved. The provisions of this Paragraph 5 do not apply to vehicle and/or equipment crossings of Permitter's Right-of-Way, which crossings are more specifically addressed in Paragraph 9 of **Exhibit B**.

6. Nothing in this Agreement shall be construed as a grant of any of Permitter's rights in the Right-of-Way instrument specified above and this Agreement shall in no way limit or impair said rights.

7. If it becomes necessary in Permitter's sole judgment, to lower or relocate Permitter's pipeline(s) as a result of any encroachment by Permittee within the Right-of-Way, other than the Encroachment, such lowering or relocating of the pipeline(s) shall be undertaken by Permitter at the sole

cost and expense of Permittee, including (without limitation) the cost of acquiring any additional right-of-way. Any relocation of the pipeline(s), as well as the relocation route, shall be at the sole discretion of Permitter.

8. Permitter shall have the right to adequately mark its pipeline(s) with permanent line markers and ground placards to promote public safety and the future safe operation of said pipeline(s), and to meet applicable governmental regulations.

9. Permittee represents and warrants that it is in compliance with and shall continue to comply with all of the terms and conditions set forth in the "PIONEER PIPE LINE COMPANY ENCROACHMENT REQUIREMENTS" attached hereto as **Exhibit B**.

10. **PERMITTEE SHALL PROTECT RELEASE, INDEMNIFY, DEFEND AND HOLD PERMITTOR, ITS PARENTS, SUBSIDIARIES, AFFILIATES, CONTRACTORS AND SUBCONTRACTORS, THEIR SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, FINES, PENALTIES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES, COSTS OF LITIGATION AND/OR INVESTIGATION AND OTHER COSTS ASSOCIATED THEREWITH), AND LIABILITIES, OF EVERY KIND, (COLLECTIVELY REFERRED TO HEREAFTER AS "CLAIMS"), INCLUDING WITHOUT LIMITATION THOSE RELATING TO LOSS OF OR DAMAGE TO ANY PROPERTY (INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL DAMAGES, POLLUTION OR CONTAMINATION), AND INJURY TO OR DEATH OF ANY PERSONS, IN ANY WAY ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE EXERCISE OF ANY OF THE RIGHTS IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CONSTRUCTION, PRESENCE, MAINTENANCE, USE, REPAIR OR REMOVAL OF THE PERMITTED ENCROACHMENT, OR ANY BREACH OF THIS AGREEMENT BY PERMITTEE OR BY ANYONE ACTING ON BEHALF OF PERMITTEE, REGARDLESS OF THE CAUSE OR CAUSES THEREOF, INCLUDING WITHOUT LIMITATION ANY CLAIMS CAUSED BY OR CONTRIBUTED TO, IN PART, BY THE INDEMNIFIED PARTIES', JOINT OR CONCURRENT NEGLIGENCE OR FAULT (WHETHER IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE) AND STRICT LIABILITY, EXCEPT TO THE EXTENT ANY SUCH CLAIMS ARE CAUSED BY THE INDEMNIFIED PARTIES' SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.**

11. This Agreement shall be a covenant running with the property rights under which Permittee is conducting its activities on Permitter's Right-of-Way.

12. To the extent that this Encroachment Agreement calls for Permitter's review and approval of engineering drawings, such review shall not result in any liability to Permitter, nor relieve Permittee from any of its responsibilities or liabilities, under this Encroachment Agreement

13. Permittee may not assign its rights hereunder without prior written notice to Permitter of such assignment and prior written approval from Permitter to do so; provided, however Permittee shall have the right to assign or transfer its rights under this Agreement without the prior written approval from Permitter to the City of Farmington; nevertheless, the provisions hereof shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

14. In the event that the Permittee commits any breach of this Agreement, in addition to any other remedy that the Permitter may have at law or in equity, it shall be entitled to recover all costs, including court costs and attorney's fees, incurred in any proceeding wherein the Permitter seeks redress for such breach.

15. The provisions of this Agreement are severable, and should any provision be deemed void, unenforceable or invalid, such provision shall not affect the remainder of this Agreement.

16. Each person signing this Agreement warrants that the person has full legal capacity, power, and authority to execute this Agreement for and on behalf of the respective party and to bind such party.

17. The parties hereby agree that neither party may record this Agreement of record without the prior written consent of the other party.

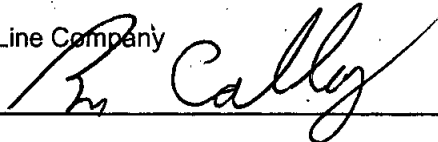
18. This Agreement reflects the entire agreement between the parties with respect to its subject matter, and all other oral or written agreements, contracts, understandings, conditions, or representations between the parties with respect to the subject matter of this Agreement are superseded by this Agreement.

19. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 31st day of July, 2010 (the "Effective Date").

PERMITTOR

Pioneer Pipe Line Company

Signature: 

Printed Name: BRIAN CALLOWAY

Title: ATTORNEY-IN-FACT

PERMITTEE

Farmington Square, L.L.C.

Signature: 

Printed Name: Robert J. Haws

Title: Manager

(Acknowledgements on following page)

PIONEER PIPE LINE EASEMENT

EXHIBIT "A"

1 of 2

LEGAL DESCRIPTION - FARMINGTON SQUARE, LLC PORTION

AN EASEMENT SITUATE IN THE SOUTHWEST QUARTER CORNER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

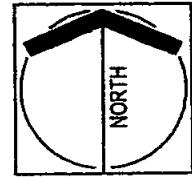
COMMENCING FROM A POINT NORTH 0°00'21" WEST 975.31 FEET ALONG THE SECTION LINE AND EAST 231.53 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AS DESCRIBED IN AN ALTA SURVEY FILED AS SURVEY No. 5866 IN THE DAVIS COUNTY SURVEYOR'S OFFICE, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE, NORTH 00° 59' 36" EAST FOR A DISTANCE OF 342.96 FEET; THENCE NORTH 50°37'22" WEST A DISTANCE OF 51.03 FEET TO A POINT ON THE CENTER LINE OF AN 8 INCH GAS PIPELINE, THENCE CONTINUING ALONG SAID PROPERTY LINE AT SAID BEARING A DISTANCE OF 12.76 FEET (63.79 FEET TOTAL); THENCE SOUTH 00° 59' 36" WEST FOR A DISTANCE OF 388.04 FEET; THENCE, SOUTH 11° 29' 22" EAST FOR A DISTANCE OF 5.48 FEET; THENCE, NORTH 78° 30' 09" EAST FOR A DISTANCE OF 10.00 FEET TO A POINT ON THE CENTER LINE OF SAID 8 INCH GAS PIPELINE, THENCE CONTINUING ALONG SAID LINE AT SAID BEARING A DISTANCE OF 40.00 FEET (50.00 FEET TOTAL) TO THE POINT OF BEGINNING;

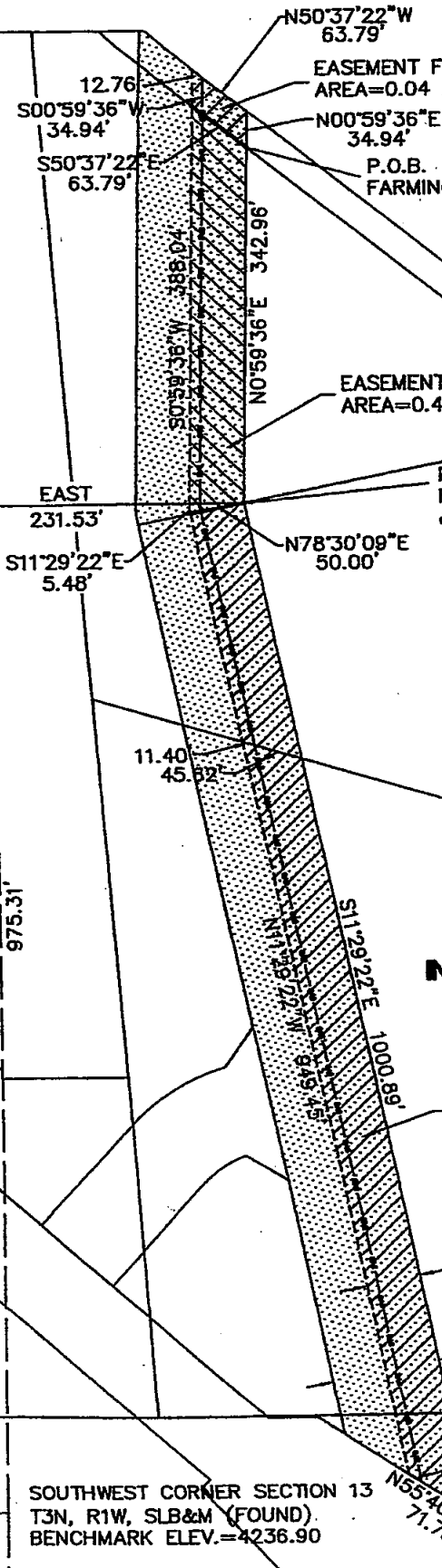
CONTAINING 18,412 SQ. FT. OR 0.42 OF AN ACRE.

PIONEER PIPELINE EASEMENT – EXHIBIT “A” - 1 of 2

BK 5083 PG 470



2636.85' MEASURED BY BASELINE SURVEYING INC.
 2636.32' DAVIS COUNTY SURVEYOR RECORD
 BASIS OF BEARING N 0°00'21" W
 975.31'



N50°37'22"W
63.79'
 EASEMENT FARMINGTON CITY NORTH PORTION
 AREA=0.04 AC

N0°59'36"E
34.94'
 P.O.B.
 FARMINGTON CITY NORTH EASEMENT

EASEMENT FARMINGTON SQUARE PORTION
 AREA=0.42 AC

P.O.B.
 FARMINGTON SQUARE, L.L.C. EASEMENT
 & FARMINGTON CITY SOUTH EASEMENT

**FARMINGTON
 SQUARE, LLC**

PARCEL 2

TAX PARCEL 08-083-0066

**DAUFAUSKIE
 INVESTMENTS I, L.C.**

PARCEL 1A

TAX PARCEL 08-083-0067

EASEMENT FARMINGTON CITY SOUTH PORTION
 AREA=1.12 AC

50' PROPOSED
 GAS EASEMENT

100'
 NON-INHABITABLE
 ZONE

PARCEL 1C

TAX PARCEL 08-076-0067

SOUTHWEST CORNER SECTION 13
 T3N, R1W, SLB&M (FOUND)
 BENCHMARK ELEV.=4236.90

EXHIBIT "B"

PIONEER PIPE LINE COMPANY ENCROACHMENT REQUIREMENTS

1. Company (Permitter) operates and maintains its pipelines in compliance with current U.S. Department of Transportation (DOT) regulations and industry and Company standards for safe operations. Should Encroaching Party (Permittee) propose plans to alter the area through which Permitter's pipeline(s) pass, causing such pipeline(s) not to meet these requirements, modifications to the pipelines or plans will be made. **The cost of all such modifications will be borne by the Permittee.**
2. Permittee requesting Permitter to restrict the Right-of-Way (ROW) width will have a centerline survey of the line completed across his land by a registered land surveyor at the Permittee's expense. The Permittee will provide proof of ownership of the property (i.e., warranty deed).
3. Except as expressly set forth in this Agreement and approved on **Exhibit A 2 of 2** and **Exhibit C**, no buildings, engineering works, patios, in-ground swimming pools, septic systems, or other permanent structures will be permitted on the ROW. No temporary structures, storage containers, construction equipment or vehicle parking will be permitted within the ROW without Permitter's prior written approval. No manned structures, temporary or permanent will be approved. Retaining walls are not permitted. This includes all water retention devices. Large debris such as old cars, trailers, scrap metal, etc., will not be permitted on the ROW.
4. Except as expressly set forth in this Agreement and approved on **Exhibit A 2 of 2** and **Exhibit C**, all buildings and other permanent structures must comply with a building setback of a minimum of 50 feet from the pipelines, and this setback requirement will be included as a deed restriction on any parcel carved out of the above referenced lands that abut the ROW. For a single line easement, a strip of land 100 feet wide, centered on the pipeline, must be maintained. A greenbelt area will be established around the pipelines within a new proposed development whenever possible, with no lot lines or fences across the ROW or centered on the pipelines.
5. Except as expressly set forth in this Agreement and approved on **Exhibit A 2 of 2** and **Exhibit C**, no fences will be allowed on the ROW without Permitter's prior written approval. Fences must be easily removable and not obstruct the view of the ROW for inspection purposes. No masonry, brick, or stone fences will be allowed to cross Permitter's Right-of-Way. Fences that are perpendicular to the pipelines must include a gate or other form of access across the width of the ROW. Fence posts shall not be placed within 4 feet of the pipelines. Fences that are parallel to the pipelines must be located at least 10 feet from the nearest pipeline.
6. Except as expressly set forth in this Agreement and approved on **Exhibit A 2 of 2** and **Exhibit C**, no utility poles will be allowed to cross the ROW if they interfere with future maintenance. Utility poles, guy wires, or anchors shall not be placed within 8 feet of the pipelines. Utility poles running parallel to the pipelines must be located at least 25 feet from the nearest pipeline.
7. Trees or deep-rooted plants shall be contained only within the 20' portion of the ROW as approved on **Exhibit A 2 of 2** and labeled, "**20' Trees & Sidewalks**". Existing or other trees anywhere else in the ROW may be removed or side trimmed by Permitter if in their sole discretion, such trees interfere with their ability to maintain or monitor the pipelines.
8. Depth of cover for the road over Permitter's pipelines shall be at least 48 inches under road surfaces from top of pipe to top of surface.
9. Except as expressly set forth in this Agreement and approved on **Exhibit A 2 of 2** and **Exhibit C**,

Permitter's inspector will check depth of cover, soil conditions, and weather conditions to ensure that vehicle and equipment crossings have at least 48 inches of cover where practicable. If Permitter's inspector deems the cover of any given vehicle or equipment crossing to be inadequate, Permittee will work to increase the cover to a level acceptable to Permitter's inspector or provide another engineering solution to protect Permitter's facilities. The Permitter's inspector will ensure the vehicle crossing is constructed and maintained to the Permitter's specifications.

10. Except as expressly set forth in this Agreement and approved on **Exhibit A 2 of 2** and **Exhibit C**, construction of parking lots over the pipelines will not be permitted without Permitter's prior written approval and a hold-harmless agreement releasing Permitter from any and all future damages to the parking lot due to pipeline maintenance and repair. Depth of cover must be at least 48 inches from top of pipe to top of finished surface. Concrete parking lots must have jointed sections at no more than 20-foot intervals for ease of repair.

11. Any utilities that parallel Permitter's pipelines will maintain a minimum separation distance of 25 feet from the utility's outside wall to the outside wall of Permitter's nearest pipeline. All utilities which cross Permitter pipelines must pass underneath existing pipelines by a minimum of 18 inches and the crossing shall be as close to 90 degrees as possible and adequately marked on both sides of such pipelines. The markers shall be maintained by Permittee in the future. Any future relocation of the utility line due to Permitter's pipeline maintenance shall be done at the Permittee's expense. Any exceptions to these requirements will not be allowed without Permitter's prior written approval.

12. Telephone cables, TV cables, secondary electrical lines (240vac or less), and non-steel gas lines must be in a minimum Schedule 40 steel or PVC casing. Primary (high voltage) electrical lines must be in a minimum Schedule 40 PVC casing and have a minimum clearance of 24 inches from Permitter's pipelines. They shall also be covered with a red concrete slab a minimum of 4 inches thick and 24 inches wide for a distance of 10 feet on both sides of the pipelines.

13. If any of Permittee's lines that cross or run parallel to Permitter pipelines are installed and constructed of a material requiring cathodic protection, an interference survey shall be made by Permitter and Permitter shall determine what necessary steps will be taken to prevent the damage of either line. The survey will be done at Permitter's expense. Any measures required to address interference issues as a result of the installation of the Permittee's lines will be done at Permittee's expense.

14. Grade or elevation changes may not be made without Permitter's prior written approval. Changes in grade for the purpose of water retention will not be approved.

15. Permittee will maintain a minimum of 36 inches of soil cover over Permitter's pipelines across the entire width of the Encroachment where it crosses the ROW. 48 inches of cover is required for HVL lines. If insufficient cover to meet the aforementioned coverage requirement currently exists, then the line must be lowered or additional cover provided for placement over the ROW at Permittee's sole cost and expense. Cover over the lines may not exceed 6 feet without Permitter's prior written approval. The method of achieving the required depth of cover will be at the Permitter's sole discretion.

16. The Permittee must provide the Permitter with plans for all work that may affect the ROW for approval prior to construction, including an accurate plat and a profile (along the pipeline centerline) showing any grade work to be done. Upon receipt of these drawings, Permitter will prepare a cost estimate of any necessary modifications to its pipelines. Permitter requires that 100% of the cash equivalent of Permitter cost estimate be given to the Permitter prior to beginning modifications. Permittee will be charged actual costs for design/construction as incurred by the Permitter and an overhead charge to cover procurement, accounting, and legal services. Any part of the cost estimate not spent will be returned to the Permittee or the Permittee will be invoiced for amounts exceeding the cost estimates. Any pipeline modifications shall be done by Permitter or one of the Permitter's contractors.

17. The Permitter retains the right to adequately mark Permitter's pipelines with permanent line markers to insure public safety and the future safe operation of the lines. DOT Regulations state that any person who willfully and knowingly defaces, damages, removes, or destroys any pipeline sign or right-of-way marker shall be subject to a fine, imprisonment, or both. **The Permittee is required by State law to contact the local One-Call Center at least 2 working business days prior to any excavation taking place near the pipelines.** The Permitter reserves the right to have an inspector or representative on the job to oversee all construction within the ROW.

18. The Permittee will allow no material or equipment to be used in the construction of the Encroachment that would hinder or impair Permitter's ability to safely maintain and operate Permitter's pipelines.

19. Permittee shall not allow the Encroachment to create an erosion problem along the ROW, and should such an erosion problem arise then Permittee, at Permittee's sole cost and expense, will immediately correct the problem.

NO.	DATE	BY	CHKD.



ATTENTION

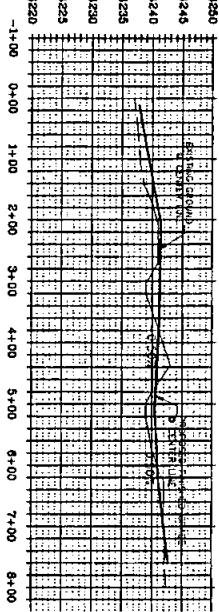
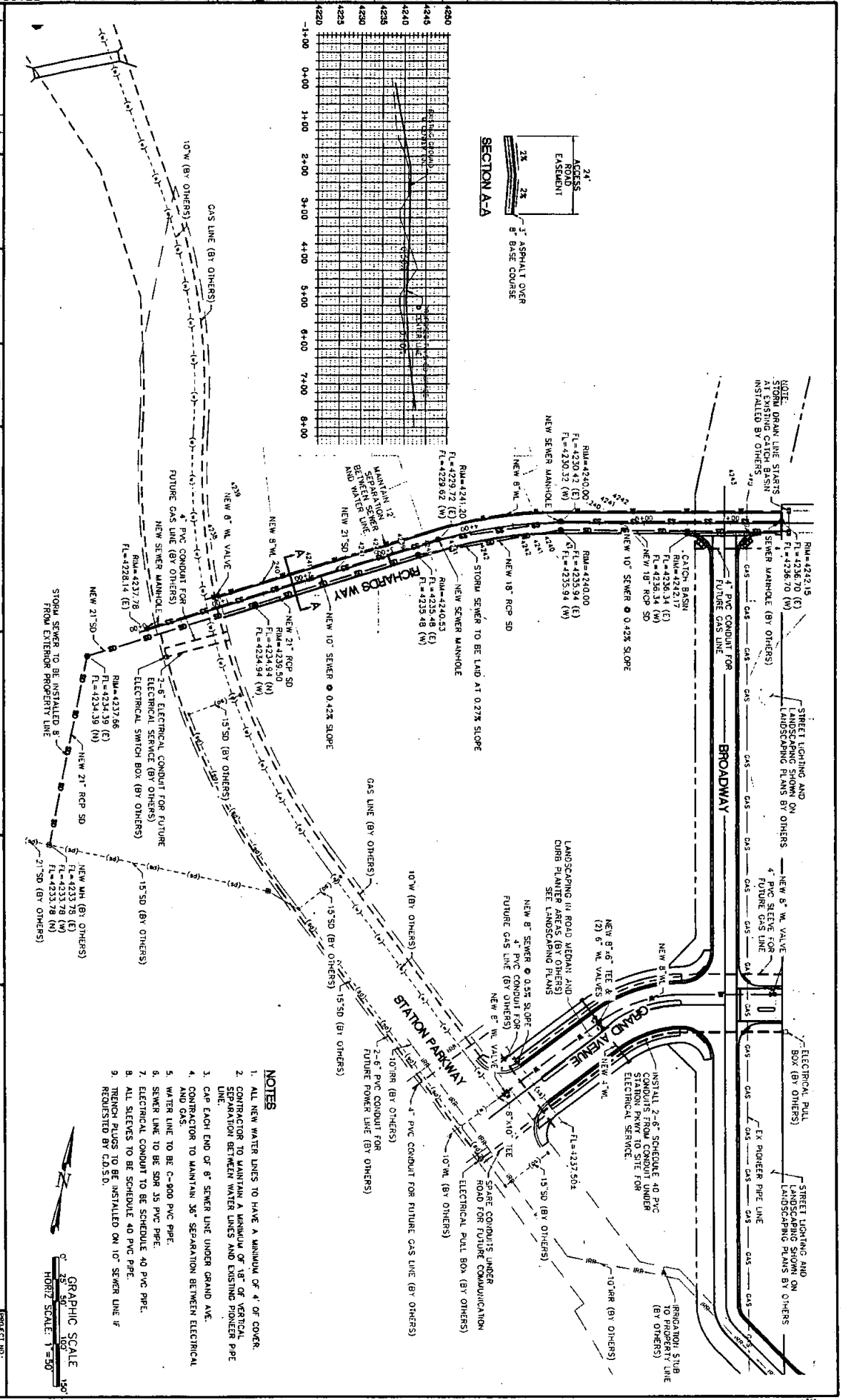
SEE SHEET C-2 OF 7 FOR THE REST OF THE PROJECT.

CITY OF FARMINGTON
UTAH

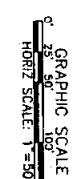
FORSGREEN
CONSULTANTS, LLC

PHONE: 409-867-4111
FAX: 409-867-4111
WWW.FORSGREEN.COM

PARK LANE VILLAGE
EXHIBIT C - 2 OF 7
PROPOSED UTILITIES

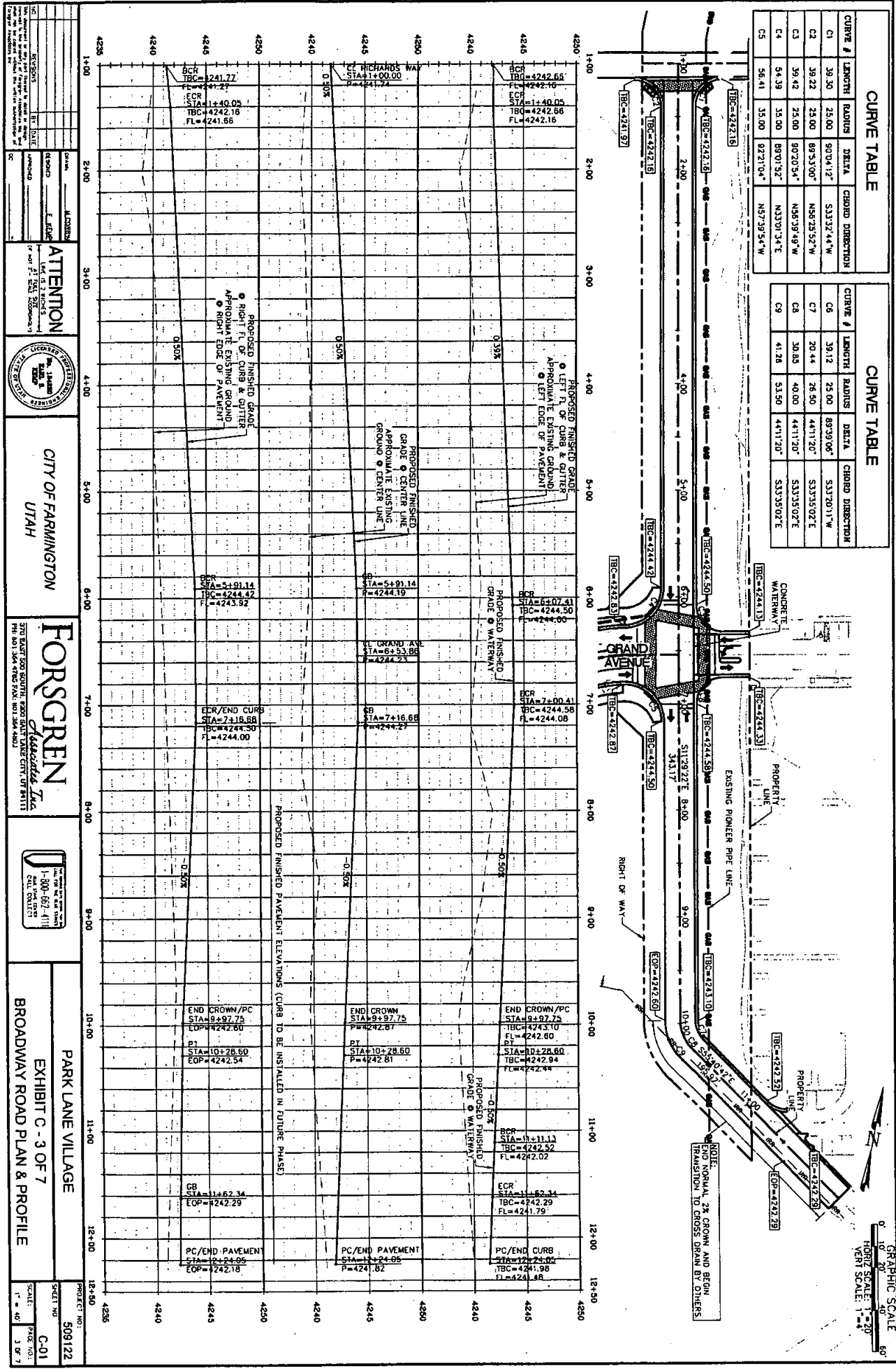


- NOTES**
1. ALL NEW WATER LINES TO HAVE A MINIMUM OF 4' OF COVER.
 2. CONTRACTORS TO MAINTAIN A MINIMUM OF 18" OF VERTICAL SEPARATION BETWEEN WATER LINES AND EXISTING FIBER OPTIC LINE.
 3. CAP EACH END OF 8" SEWER LINE UNDER GRAND AVE.
 4. CONTRACTOR TO MAINTAIN 36" SEPARATION BETWEEN ELECTRICAL AND GAS.
 5. WATER LINE TO BE 6-8" PVC PIPE.
 6. SEWER LINE TO BE 8" PVC PIPE.
 7. ELECTRICAL CONDUIT TO BE SCHEDULE 40 PVC PIPE.
 8. ALL SLEEVES TO BE SCHEDULE 40 PVC PIPE.
 9. TRENCH PLUGS TO BE INSTALLED ON 10" SEWER LINE IF REQUESTED BY C.D.S.D.



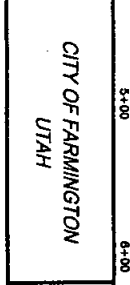
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	38.30	25.00	90°04'12"
C2	35.22	25.00	89°53'00"
C3	39.42	25.00	90°20'54"
C4	54.39	35.00	89°01'52"
C5	56.41	35.00	92°21'04"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C6	39.12	25.00	89°39'06"
C7	20.44	26.50	44°11'20"
C8	30.85	40.00	44°11'20"
C9	41.28	53.50	44°11'20"



NO.	DATE	BY	DATE
1	10/20/05	L. J. JONES	
2	11/14/05	L. J. JONES	
3	12/14/05	L. J. JONES	
4	01/10/06	L. J. JONES	
5	02/14/06	L. J. JONES	
6	03/14/06	L. J. JONES	
7	04/14/06	L. J. JONES	
8	05/14/06	L. J. JONES	
9	06/14/06	L. J. JONES	
10	07/14/06	L. J. JONES	
11	08/14/06	L. J. JONES	
12	09/14/06	L. J. JONES	

ATTENTION
 L. J. JONES
 1000 S. 1000 E.
 SUITE 200
 SALT LAKE CITY, UT 84143
 TEL: 801.487.1111
 FAX: 801.487.1111



CITY OF FARMINGTON
 UTAH

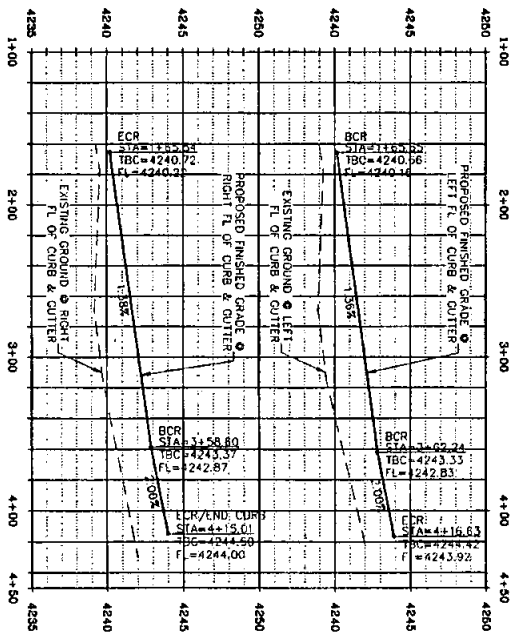
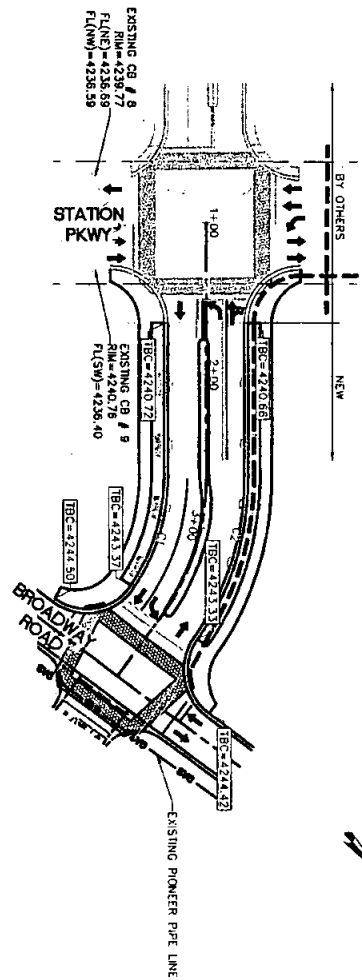
FORSGREN
 CONSULTANTS, INC.
 270 EAST 500 SOUTH, 2ND FLOOR, SALT LAKE CITY, UT 84111
 TEL: 801.487.1111
 FAX: 801.487.1111

PARK LANE VILLAGE
 EXHIBIT C - 3 OF 7
 BROADWAY ROAD PLAN & PROFILE

PROJECT NO.: 509122
 SHEET NO.: C-01
 SCALE: 1" = 40'
 DATE: 3/07

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

CURVE TABLE			
CURVE #	LENGTH	RADIUS	CHORD DIRECTION
C1	73.90	123.00	347°25'24" W
C2	111.55	178.50	35°48'21" W
			559°18'20" W



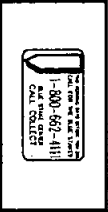
NO.	DATE	BY	REVISION
1	10/10/00	JL COBB	DESIGN
2	10/10/00	JL COBB	REVISED

ATTENTION
 LVC OF T. RICHES
 1000 N. 1000 W. SALT LAKE CITY, UT 84111



CITY OF FARMINGTON
 UTAH

FORSGREEN
 CIVIL ENGINEERS & ARCHITECTS, INC.
 1000 N. 1000 W. SALT LAKE CITY, UT 84111
 (801) 588-1111

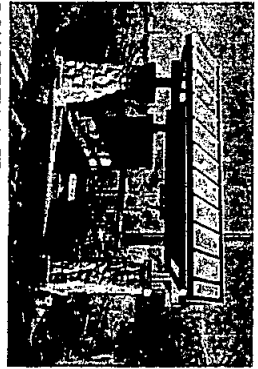


PARK LANE VILLAGE
 EXHIBIT C - 4 OF 7
 GRAND AVENUE PLAN & PROFILE

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

PROJECT NO.	508122
SHEET NO.	C-02
SCALE	1" = 40'
PAGE NO.	4 OF 7

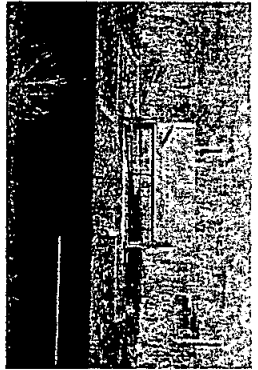
PICTURES OF TRAIL FEATURES INCLUDED IN BID PACKAGE



CONCEPTUAL TRAILHEAD BUILDING
DESIGN BUILD BID
(SEE NOTE 5)



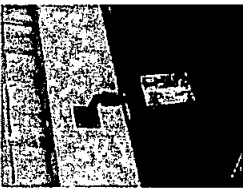
CONCEPTUAL TRAILHEAD BUILDING
DESIGN BUILD BID
(1) LOCATION (GRAND AVE TRAILHEAD)
(SEE NOTE 5)



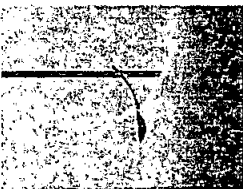
TRAIL BENCHES (TYP)
(4) LOCATIONS
(SEE NOTE 8)



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



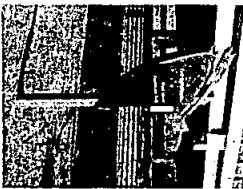
LIGHT PACK
(SEE NOTES 7 AND 9)



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



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



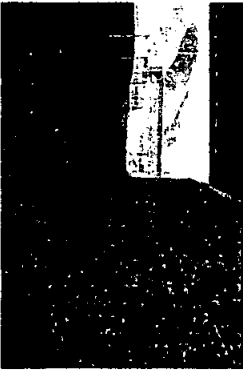
DIRECTIONAL SIGNAGE (TYP)
(4) LOCATIONS
(SEE NOTE 15)



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



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



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



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

<p>PROJECT NO: 509122</p> <p>SHEET NO: N/A</p> <p>SCALE: 1" = 60'</p> <p>PAGE NO: 6 of 7</p>	<p>PARK LANE VILLAGE</p> <p>EXHIBIT C - 6 OF 7</p> <p>PROPOSED TRAIL DETAILS</p>		<p>CITY OF FARMINGTON</p> <p>UTAH</p>	<p>ATTENTION</p> <p>FORSGREN LLC</p> <p>1-800-867-4111</p> <p>CALL TOLL FREE</p>
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DATE	DESCRIPTION	BY	CHECKED

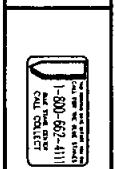
PROJECT NO.	509122
SHEET NO.	N/A
SCALE	1" = 50'
PAGE NO.	3 OF 7

ATTENTION
 THE CITY ENGINEER SHALL REVIEW THIS PLAN AND PROFILE FOR CONFORMANCE WITH THE CITY ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS.
 THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND PROFILE AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

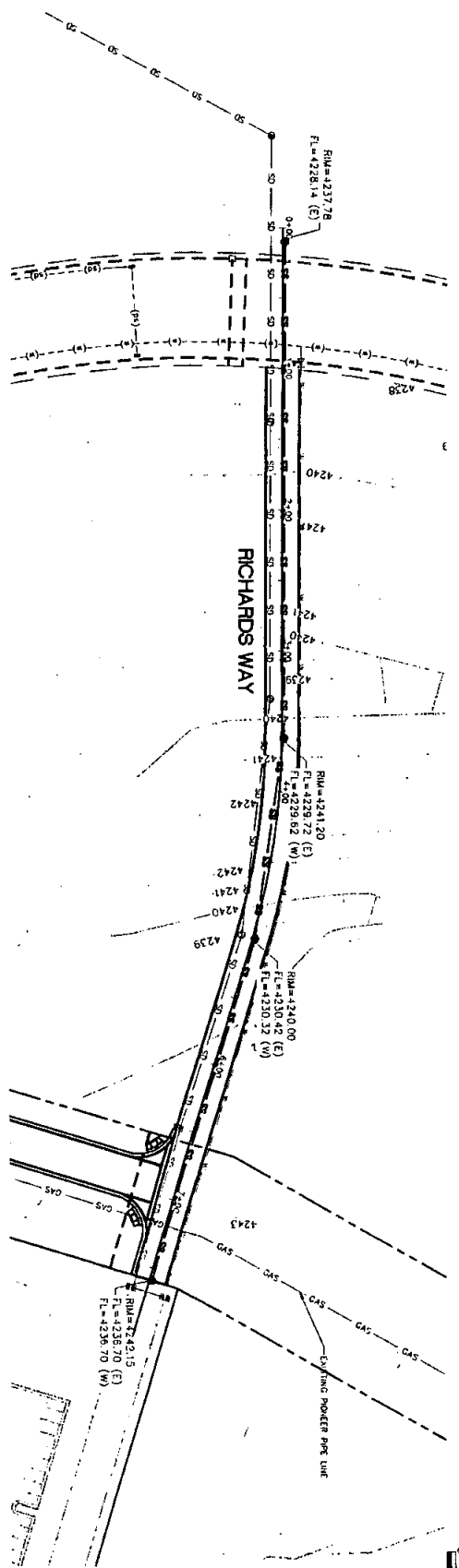
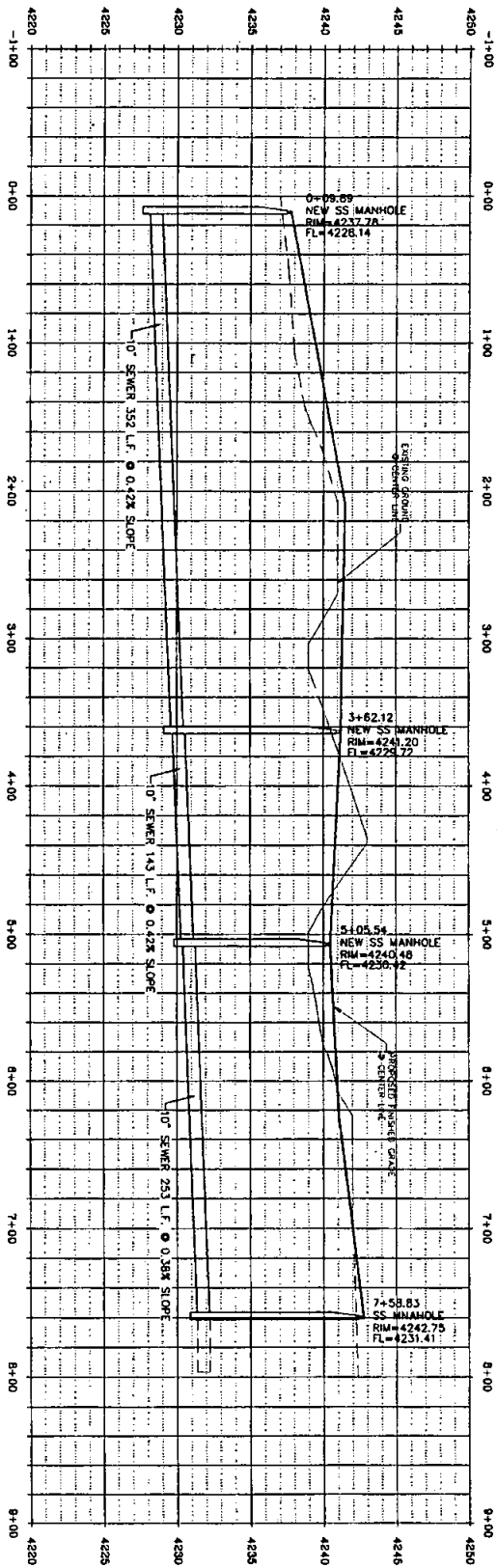


CITY OF FARMINGTON
 UTAH

FORSGREN
Consultants, Inc.
 370 WEST 200 SOUTH, P.O. BOX 1400, FARMINGTON, UTAH 84201
 TEL: 801-724-4400 FAX: 801-724-4401



PARK LANE VILLAGE
 EXHIBIT C - 7 OF 7
 PROPOSED SEWER PLAN & PROFILE



GRAPHIC SCALE
 HORIZ SCALE: 1" = 40'
 VERT SCALE: 1" = 4'