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DEVELOPMENT AGREEMENT
FOR
FARMINGTON GREENS (PUD)

08-074-0001

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 19 day of July, 2000, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **CLAIMS, INC.**, a Utah corporation, hereinafter referred to as the "Developer."

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SHERYL L. WHITE, DAVIS CNTY RECORDER
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REC'D FOR FARMINGTON CITY CORP

RECITALS:

A. Developer owns or is acquiring approximately 98.3 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. Developer or its predecessors have filed an application with the City for approval of Developer's project on the Property as a planned unit development. Developer's project shall be known as Farmington Greens, a planned unit development (the "Project"), which shall consist of up to but not to exceed 176 lots or dwelling units, plus approximately three acres of commercial property as more particularly shown on the preliminary development plan previously approved by the City Council on October 7, 1998.

C. The Property is presently zoned under the City's zoning ordinance as AE. Except as expressly modified by the approved PUD application, the Property 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 standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").

D. The Project will be developed as a planned unit development. The City has included in this Agreement various conditions that must be satisfied in order to allow development of the Project.

E. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements for design and development of the Property and the Project 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. E 1624058 B 2713 P 1181

2. **Development Plan.** The Developer shall develop the Project on the Property as a planned unit development in phases as residential lots or dwelling unit sites with approximately three acres of commercial property in accordance with the approved final development plan, which plan is attached hereto as Exhibit "B" and by this reference is made a part hereof (the "Development Plan") and the sample elevations and residential setback requirements attached hereto as Exhibits B-1 and B-2 respectively and by this reference made a part hereof. Any change proposed for the Development Plan must be approved by the City before becoming effective. The Farmington City Council shall receive a recommendation from the Planning Commission before approving any amendments.

3. **Plats and Site Plans.** A subdivision plat and/or site plan where appropriate for each phase of the Project will be required for approval by the City. All phases of the Project receiving final plat and/or site plan approval must be developed in strict accordance with the approved final plat and/or site plan for that phase. No amendments or modifications to the final plat and/or site plan for any phase shall be made by the Developer without the written approval of the City being first obtained. Nothing contained herein shall be construed as granting final plat and/or site plan approval to the Developer for any portion of the Project.

4. **Development of the Project.** The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.

a. **Compliance with City Laws and Development Standards.** The Project and all portions thereof shall be developed in accordance with the City's Laws, the Development Plan and the approved final plats and site plans, and this Agreement.

b. **Streets and Related Improvements.**

i. Developer will construct and/or improve and dedicate to the City the streets shown on final subdivision plats and/or site plans for the Project. Construction and/or improvement of the streets shall include all curb, gutter, paving, sidewalks, park strips and related utilities. All construction and improvement shall be in accordance with City-approved design and construction standards and requirements. Prior to construction, plans and specifications shall be reviewed and approved by the City Engineer.

ii. Developer shall post a bond acceptable to the City for and fully improve one-half (½) of the 1525 West Street right-of-way the entire distance that such right-of-way runs adjacent to the western boundary of the Property prior to recordation of the final plat of each phase abutting 1525 West Street. Improvements for 1525 West Street shall include, but are not limited to, curb and gutter, asphalt, road base, sidewalk or trail on the east side and all related underground public improvements and utilities. Construction of 1525 West shall occur concurrently with

the construction of improvements in 1525 West by the developer of Farmington Ranches (the "Farmington Ranches Developer").

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iii. In cooperation with the Farmington Ranches Developer, Developer shall fully improve the entire Clark Lane right-of-way from the point where said right-of-way intersects with the projected eastern-most boundary of Farmington Greens to the western boundary of 1100 West Street right-of-way. Developer's cost participation in the foregoing shall be limited to twenty-four and three-tenths percent (24.3%). Said improvement of Clark Lane shall be commenced after the City completes the installation of the water loop lines required for the Project pursuant to section 4(e)(iii) herein. The City shall enter into a written agreement with the Farmington Ranches Developer requiring said developer to pay seventy-five and seven-tenths (75.7%) of the cost of all the Clark Lane improvements described above. Developer's share of the cost of the Clark Lane improvements described in this subparagraph shall be paid by the Developer at the time of construction. The City will subsequently reimburse Developer's share of the cost of paving (including sub-grade and base preparation) the center fifteen (15) feet of that portion of Clark Lane described herein on a pro rata basis to the Developer and the Farmington Ranches Developer from traffic impact fees as the same are received by the City (the "Clark Lane Reimbursement Amount") pursuant to a reimbursement agreement to be entered into between the Developer and the City contemporaneously herewith. Contemporaneously herewith, the City and Developer shall enter into a pioneering agreement in the form attached hereto as Exhibit "C," which pioneering agreement shall provide for the reimbursement of Developer for a portion of the cost of the Clark Lane improvement costs by landowners adjoining the applicable portions of Clark Lane when and as such landowners develop their respective properties.

iv. Developer shall dedicate on the basis of One Dollar (\$1.00) per square foot to the City seven (7) feet of an 80-foot right-of-way of the Clark Lane right-of-way for the entire distance that such right-of-way runs adjacent to the northern boundary of the Property. The City will reimburse Developer for the fair market value of the seven feet pursuant to a reimbursement agreement between the parties. Developer further agrees to prepare and execute if necessary right-of-way dedication plats and/or subdivision plats for the Clark Lane dedications pursuant to the requirements contained herein. The dedication plats shall be recorded concurrently with the final plat of each respective phase of the Project. Developer shall fully improve the Clark Lane right-of-way including top back of curb on the south side to top back of curb on the north side the entire distance that such right-of-way runs adjacent to the northern boundary of the Property prior to recordation of the final plat of each phase abutting Clark Lane. Improvements for Clark Lane shall include, but are not limited to, curb and gutter on both the north and south sides of Clark Lane, fifty-two (52) feet of paving asphalt, sidewalk or trail on the south side, and all related underground public improvements and utilities including, but not limited to, storm drain piping and improvements. Developer shall post a bond acceptable to the City for the above-described improvements. The City will reimburse Developer from

storm drain impact fees collected by the City from the service area in which the Property is located for the amounts expended by Developer to pay for the actual cost of the storm drain line installed in Clark Lane as a system improvement in accordance with the terms of a reimbursement agreement entered into between the parties. Developer shall not be required to bond for or construct any improvements to the north side of Clark Lane beyond the back of curb on the north side of said right-of-way. Contemporaneously herewith, the City and Developer shall enter into a pioneering agreement in the form attached hereto as Exhibit "D," which pioneering agreement shall provide for the reimbursement of Developer for the costs of developing the north side of Clark Lane by landowners adjoining the north side of said right-of-way when and as such landowners develop their respective properties. Construction of Clark Lane shall occur concurrently with the construction of improvements in Clark Lane by the Farmington Ranches Developer. Developer's share of the cost of the Clark Lane improvements described in this subparagraph shall be paid by the Developer at the time of construction. The City will subsequently reimburse the cost of paving fifteen (15) feet of that portion of Clark Lane described herein to Developer from traffic impact fees as the same are received by the City. A cross-section of the Clark Lane right-of-way is attached hereto as Exhibit "E," and by this reference is made a part hereof.

v. Street lighting will be provided in each phase of the Project and shall be subject to review and approval of the City prior to installation. All street lighting shall conform to the City's decorative street lighting standards.

c. Trails, Recreation Parcels and Open Space Land.

i. Except for the Cross Project Trail described below, the internal and perimeter walking, jogging and horse trails, the village green, the tot lots, and the landscaped dividers shown on the Development Plan as the "Community Common Areas" shall be conveyed in title to a homeowners association (the "HOA") or other entity acceptable to the City which shall maintain them as private property for use of Project residents only. Developer shall prepare and submit to the City a maintenance plan for all areas to be maintained by Developer and/or the HOA (the "Maintenance Plan"). The Maintenance Plan shall be set forth in the CC&R's for the Project. The HOA shall maintain all of the aforesaid areas and facilities within the Project in accordance with the Maintenance Plan. If the HOA fails to maintain for any reason, the CC&R's shall provide that the lot owners and unit owners shall be obligated to maintain the aforesaid areas and facilities within the Project in accordance with the Maintenance Plan. All open space land (consisting of the 21.91 acre parcel and the 3.32 parcel shown on the Development Plan) within the Project shall be preserved by a permanent easement in a form and with a grantee acceptable to the City which prohibits future development thereof and defines the range of permitted activities acceptable to the City, which easement shall be recorded at the time of recording the plat of the abutting Project area(s). Developer intends to voluntarily grant a conservation easement upon the open space to a qualifying 501(c)(3) or 170(b)(3)

charitable organization for the purpose of providing further protection to such land, and to receive credit for a charitable contribution, to the extent available. In order that such easement is consistent with or complimentary to the open space easement referred to in this paragraph, the form and grantee shall be acceptable to the City.

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ii. Fee title for a twenty-foot-wide trail traversing through the Project shall be deeded without cost to the City by Developer for pedestrian and equestrian purposes in those areas more particularly shown on the Development Plan attached hereto as Exhibit "B" (the "Cross Project Trail"). The deed conveying the twenty-foot-wide trail area may limit uses on the trail to pedestrian, bicycle and equestrian, and may exclude all motorized vehicles except for those reasonable and necessary for maintenance and public safety (i.e., police, ambulances, emergency vehicles) with a remedy provision in the event of non-compliance with or non-enforcement of the limitations and restrictions. In addition, a twenty-foot-wide trail easement shall be granted without cost to the City by Developer over and through those areas which surround the Project on Clark Lane and 1525 West as more particularly shown on Exhibit "B" attached hereto (the "Perimeter Trail"). If the Perimeter Trail is installed by Developer adjacent to the right-of-way of Clark Lane and 1525 West, such trail will replace any obligation on the part of the Developer to install sidewalk in those areas adjacent to Clark Lane and 1525 West where the Perimeter Trail exists. The Cross Project Trail that traverses through the Property shall be deeded to the City as part of the recordation of the final plat and/or site plan for the first phase of the Project. The City will, as funds permit, construct a ten-foot hard surface on the Cross Project Trail traversing through the Project and will maintain the Cross Project Trail following conveyance of the same to the City.

iii. Developer shall obtain all required permits from the U.S. Army Corps of Engineers prior to the development of any phase of the Project or portion of the Property containing any wetlands. Any plans to mitigate wetlands from the Property shall be provided by the Developer to the City during the subdivision and/or site plan process.

d. Building Permits. No building permits shall be issued for any structure where the lowest habitable floor elevation is below the FEMA 100-year flood plain elevation or within one (1) vertical foot of the highest ground water elevation nearest to the proposed building. The highest ground water elevation shall be the higher of the following two measurements: the maximum ground level identified on the Project soils report attached hereto as Exhibit "F" and by this reference made a part hereof, or as identified by an actual field test. All structures shall be constructed in compliance with any required mass grading and/or piping plan approved by the City Engineer for the Project. Additionally, the City shall not issue any building permit on any lot or for any unit within any phase of the Project until water, fully-operational fire hydrants, sewer and any utility located under the street surface, including necessary storm drains and/or subsurface drainage facilities, are installed for that phase by Developer and accepted by the City and/or appropriate agencies. The Developer shall provide continuous access to units or sites throughout all developing phases of the

Project by a street or streets acceptable to the City with an all-weather surface sufficient to provide access for emergency vehicles. Developer hereby agrees to perform all work necessary to ensure that the streets will remain fully accessible at all times. The Developer agrees to install, at Developer's sole expense, permanent hard surface material on all streets within the developing phases of the Project in accordance with the City's specifications.

e. Utilities and Infrastructure. E 1624058 I 2713 P

i. Developer shall install or cause to be installed natural gas, underground electrical service, sanitary sewer, culinary and pressure irrigation water supply systems, and a surface water drain system which may include but not be limited to, mass grading and/or piping where necessary and as required by the City for each phase as the Project progresses up to the boundary lines of the Project and any off-site improvements required to serve 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.

ii. Developer shall make arrangements with and shall comply with the requirements of the Central Davis County Sewer District to provide public sanitary sewer service to the Project and all phases thereof.

iii. Due to inadequate existing culinary water capacity in the West Farmington area of the City, it is necessary to acquire, design and construct a 2,000,000-gallon culinary water reservoir on property located in southeast Farmington, together with water transmission lines, distribution lines, well, pumps and related facilities, all at specific locations and elevations determined by the City to be necessary to provide water and fire protection storage for the Property and other lands located in the City west of the reservoir site (all of which is referred to herein as the "Water System Development Project"). The Water System Development Project shall be accomplished in three (3) phases, involving participation by the City, Developer and the Farmington Ranches Developer. Utilizing previously collected water development impact fees, the City agrees to advance approximately 13.95% of the cost of each of the three (3) phases of the Water System Development Project (the "City Requirement"). The balance of the costs (the "Developers' Combined Requirement") (i.e. 86.05%) with respect to the Water System Development Project shall be funded with prepaid culinary water development impact fees and advances of additional funds from the Developer and the Farmington Ranches Developer as provided herein, with respect to the Developer, and as provided in a separate development agreement between the City and the Farmington Ranches Developer, with respect to Farmington Ranches. Except as specifically provided below in the event either Developer or the Farmington Ranches Developer elects to opt out, Developer's portion of the Developers' Combined Requirement shall be equal to 24.3% (i.e. approximately 20.90%) of the cost of the Water System Development Project (the "Developer's Share") and the Farmington Ranches Developer's portion shall be 75.7% (i.e. approximately 65.15% of the cost for the Water System

Development Project) (the "Farmington Ranches Share"). Developer hereby agrees to participate in paying a portion of the cost for the Water System Development Project in accordance with the provisions of this Agreement. The City shall enter into a written development agreement with the Farmington Ranches Developer requiring said developer to pay the Farmington Ranches Share of the Water System Development Project described herein that is consistent with the terms hereof.

The first phase of the Water System Development Project consists of the construction of water distribution lines to be installed within the 1525 West Street right-of-way from Shepard Lane located on the east side of I-15 to the intersection of Clark Lane and running thence east to 1100 West Street and running south along 1525 West Street from the intersection of Clark Lane to the south end of Developer's property abutting 1525 West Street (the "Water Loop Line Phase"). Developer hereby agrees to prepay culinary water development impact fees to the City in the amount of One Hundred Nine Thousand Nine Hundred Fifty-Six and no/100 Dollars (\$109,956.00). In consideration for the prepayment of said culinary water development impact fees, Developer shall be entitled to credit for Fifty One (51) prepaid 3/4-inch connections. In addition, Developer agrees to advance to the City an additional sum of Thirty-Eight Thousand Six Hundred Ninety-Five and no/100 Dollars (\$38,695.00) (the "Phase 1 Reimbursement Amount") that, when combined with the foregoing impact fee prepayment, equals the Developer's Share of the estimated cost of constructing the Water Loop Line Phase, including up to \$10,000.00 for the acquisition of required rights-of-way and real property in connection with the same (the "Phase 1 Prepayment and Advance"). The City agrees to pay the City Requirement with respect to constructing the Water Loop Line Phase. In addition, the City agrees to pay and indemnify and hold Developer harmless from and against any amounts in excess of \$10,000.00 that the City is required to pay for the acquisition of required rights-of-way and real property in connection with the Water Loop Line Phase. In order to provide security and to ensure the availability of funds necessary to pay the costs of the Water Loop Line Phase, including any easement acquisition costs, within thirty (30) days following the execution of this Agreement, Developer shall cause to be issued to the City an irrevocable standby letter of credit from a federally insured bank in a form satisfactory to the City in the amount of the Phase 1 Prepayment and Advance, securing Developer's obligations to prepay and advance Developer's share of the costs for the Water Loop Line Phase. Thereafter, funds shall be paid by Developer to the City within ten (10) days following a written request therefor to Developer from the City in order to pay the Developer's Share of the City's actual costs incurred in connection with paying the costs of the Water Loop Line Phase. In the event Developer shall fail to advance the requested funds to the City within the required time for any reason, the City shall have the right to draw on the letter of credit in order to obtain the requested funds. Drawings may be made by a sight draft signed by the City Manager or the Mayor. All funds paid by the Developer pursuant to this subparagraph shall be used to pay Developer's Share of the costs of the Water Loop Line Phase. In the event of any cost overruns in the Water Loop Line Phase, the Developer shall be informed thereof

by the City and shall pay any additional sums required to cover the costs for said Phase in the manner provided herein; provided, however that the Phase 1 Reimbursement Amount shall be increased by the amount of any such additional sums paid by the Developer to the City. The City agrees to negotiate with private property owners, if required, to purchase land and condemn land and/or easements, if necessary, to install the Water Loop Line Phase. Subject to the City's successful acquisition of any required pipeline easements, the City shall complete the Water Loop Line Phase so as to provide service for fifty-one (51) residential building permits within the Property no later than six (6) months from the date of this Agreement. The City agrees, upon proper application for the same by Developer, to issue to Developer fifty-one (51) residential building permits for the Project, said building sites to be served by the Water Loop Line Phase. The City and Developer further agree that if the Farmington Ranches Developer fails to cause to be posted a letter of credit with respect to the Farmington Ranches Share of the estimated cost of the Water Loop Line Phase when and as the said letter of credit is to be posted pursuant to the development agreement between the City and the Farmington Ranches Developer, then Developer may cause to be posted an additional letter of credit in the amount of the Farmington Ranches Share of the Water Loop Line Phase. Upon causing to be posted such additional letter of credit, Developer shall be deemed to have agreed to advance said additional sums to the City pursuant to the terms stated in this paragraph, and the City shall be deemed to have agreed that, upon proper application for the same by Developer, the City shall issue to Developer an additional 150 single-family building permits for the Project. Developer further agrees that if it fails to cause to be posted the letter of credit in the amount of the Developer's Share of the Water Loop Line Phase required by this paragraph when and as the same is required hereunder, the City shall be relieved of its obligation to issue the fifty-one (51) residential building permits contemplated herein and that the Farmington Ranches Developer may cause to be posted an additional letter of credit in the amount required of Developer hereunder and thereby become entitled to receive such building permits with respect to the Farmington Ranches Project.

The second phase of the Water System Development Project consists of acquisition of the site for the water storage reservoir and related appurtenances and piping easements pertaining thereto, obtaining easements for required distribution and transmission lines and related facilities, and the design and engineering for the 2,000,000-gallon culinary water reservoir on the site acquired therefor and the water distribution lines, transmission lines, well, pumps and related facilities in southeast Farmington at specific locations and elevations determined by the City as being appropriate (the "Acquisition and Design Phase"). Developer agrees to prepay culinary water development impact fees in the amount of Fifty-Three Thousand Nine Hundred and no/100 Dollars (\$53,900.00) and in addition to advance Three Thousand Four Hundred Twenty-Three and no/100 Dollars (\$3,423.00), which amount represents a portion of the reimbursable contributions being paid to the City. The prepayment of fees and advance of sums equal the Developer's Share of the estimated cost of completing the Acquisition and Design Phase (the "Phase 2

Reimbursement Amount"). The City agrees to pay the City Requirement with respect to completing the Acquisition and Design Phase. In order to provide security and to ensure the availability of funds necessary to pay the costs of the Acquisition and Design Phase, including any acquisition or condemnation costs, within thirty (30) days following the execution of this Agreement, Developer shall cause to be issued to the City an irrevocable standby letter of credit from a federally insured bank in a form satisfactory to the City in the amount of the Phase 2 Reimbursement Amount securing Developer's obligation to advance the Phase 2 Reimbursement Amount. Thereafter, funds shall be paid by Developer to the City within ten (10) days following a written request therefor to Developer from the City in order to pay the Developer's Share of the City's actual costs incurred in connection with paying the costs of the Acquisition and Design Phase. In the event Developer shall fail to advance the requested funds to the City within the required time for any reason, the City shall have the right to draw on the letter of credit in order to obtain the requested funds. Drawings may be made by a sight draft signed by the City Manager or the Mayor. All funds advanced by the Developer pursuant to this subparagraph shall be used to pay Developer's Share of the costs of the Acquisition and Design Phase. In the event of any cost overruns in the Acquisition and Design Phase, the Developer shall be informed thereof by the City and shall pay any additional sums required to cover the costs for the Acquisition and Design Phase in the manner provided herein; provided, however that the Phase 2 Reimbursement Amount shall be increased by the amount of any such additional sums paid by the Developer to the City. In the event no additional building permits are issued to the Developer by the City on the Project above the initial fifty-one (51), the \$53,900 prepaid by Developer for culinary water development impact fees shall be added to the reimbursable amount. In the event the Developer fails to pay said additional sums for any reason, the City shall not be obligated to approve any further permits or development on the Property until mutually satisfactory arrangements are made between the Developer and the City; provided, however, that the ability of the City to withhold such approvals shall not be applicable with respect to the 51 residential building permits or the phase(s) of the Project with respect to which such building permits were or will be issued. The City agrees to negotiate with private property owners as required to purchase land and/or condemn land and/or easements, if necessary, preparatory to constructing and installing the water reservoir and water distribution lines and related piping. Developer shall not have any right, title or interest in or to the reservoir site, easements, or to the design and plans acquired and/or prepared as part of the Acquisition and Design Phase. In the event the City determines it necessary to condemn property for the water reservoir and/or easements for the distribution lines or other facilities, the Developer shall pay Developer's pro rata share of the costs of condemnation incurred by the City, including legal fees, appraisal fees, title work and costs and amounts awarded by the court pursuant to a judgment of condemnation, provided however that Developer and the developer of Farmington Ranches shall be given notice of legal counsel selected by the City, the fee arrangement, and may request that other counsel be retained; if Developer and the City do not agree on

counsel, the City Attorney, the developer of Farmington Ranches' representative and the Developer's representative shall select counsel. 1024058 1 2713 P 1189

The third phase of the Water System Development Project consists of the construction of the culinary water storage reservoir, water transmission lines, distribution lines, water well, pumps, and all related facilities thereto, all at specific locations and elevations determined by the City to be necessary to provide water and fire protection storage for the Property and other lands located in the City west of the reservoir site (the "Construction Phase"). Upon completion of the Acquisition and Design Phase, the Farmington Ranches Developer will submit the construction plans and specifications to contractors qualified to perform the work required by such construction plans and specifications and will negotiate for and receive bids from such contractors. Upon the Farmington Ranches Developer's receipt of a bid acceptable to the Farmington Ranches Developer and the Developer, the Farmington Ranches Developer shall submit the same to the City for the City's review and approval, which shall be in the City's sole and exclusive discretion. If the City determines the bid is acceptable, the Farmington Ranches Developer will enter into such contracts as are necessary to accomplish the completion of the Construction Phase. Developer hereby agrees to prepay culinary water development impact fees to the City in the amount of Two Hundred Fifteen Thousand Six Hundred and no/100 Dollars (\$215,600.00). This amount represents prepaid credits for one hundred 3/4-inch connections. In addition, Developer agrees to advance to the City an additional sum of Fifty Thousand Two Hundred Twenty-Two and no/100 Dollars (\$50,222.00) (the "Phase 3 Reimbursement Amount") that, when combined with the foregoing impact fee prepayment, equals the Developer's Share of the estimated cost of completing the Construction Phase (the "Phase 3 Advance"). The City agrees to pay the City Requirement with respect to completing the Construction Phase. In order to provide security and to ensure the availability of funds necessary to pay the costs of the Construction Phase, prior to the acceptance of any bid for the Construction Phase or any portions thereof, Developer shall cause to be issued to the City an irrevocable standby letter of credit from a federally insured bank in a form satisfactory to the City in the amount of the accepted bid or bids for the Construction Phase, or any portions thereof if the City elects to proceed with the Construction Phase in segments rather than all in one integrated contract, securing Developer's obligations to advance Developer's Share of the costs for the Construction Phase including any portion thereof for which a bid is awarded. Thereafter, funds shall be paid by Developer to the City within ten (10) days following a written request therefor to Developer from the City in order to pay the Developer's Share of the City's actual costs incurred in connection with paying the costs of the Construction Phase or any portions thereof for which bids are awarded. In the event Developer shall fail to prepay the culinary water development impact fees due and advance the requested reimbursable funds to the City within the required time for any reason, the City shall have the right to draw on the letter of credit in order to obtain the requested funds. Drawings may be made by a sight draft signed by the City Manager or the Mayor. All fees prepaid and sums advanced by the Developer pursuant to this

subparagraph shall be used to pay Developer's Share of the costs of the Construction Phase or any portions thereof for which bids are awarded upon the mutual agreement of the City and the Developer. In the event of any cost overruns or change orders in the Construction Phase, or any portions thereof, the Developer shall be informed thereof by the City and shall pay any additional sums required to cover the additional costs for said Phase in the manner provided herein; provided, however, that the Phase 3 Reimbursement Amount shall be increased by the amount of any such additional sums paid by the Developer to the City. In the event the Developer fails to pay any additional sums required for any reason, the City shall not be obligated to approve any further permits or development on the Property until mutually satisfactory arrangements are made between the Developer and the City; provided, however, that the ability of the City to withhold such approvals shall not be applicable with respect to the 51 water connections and residential building permits or the phases of the Project with respect to which such building permits were or will be issued. Subject to the City's successful acquisition of the reservoir site and any required easements, the City shall complete the reservoir and related facilities so as to provide water service to the Property no later than fifteen (15) months after completion of acquisition of the reservoir site and required easements by the City.

In the event that the Developers' Combined Requirement with respect to the cost of completing the Construction Phase, as established by the bids received by the Farmington Ranches Developer for the Construction Phase, exceed Two Hundred Sixty-Five Thousand Eight Hundred Twenty-Two and no/100 Dollars (\$265,822.00) (the "Opt Out Amount"), Developer and/or the Farmington Ranches Developer may elect each for themselves, in their sole and absolute discretion, to not prepay culinary water development impact fees and advance any funds towards the completion of the Construction Phase, in which event the party making such election (the "Opt Out Party") shall have no further obligation whatsoever with respect to the completion of the Construction Phase. Notwithstanding the foregoing, if any of the City, Developer or the Farmington Ranches Developer, as the case may be, elects in writing to prepay the impact fees and pay the advance towards the completion of the Construction Phase an amount in excess of such party's respective pro rata share of the cost of the Construction Phase (including cost overruns) (the "Put Amount"), such that the Opt Out Party's respective pro rata share will not exceed that contemplated in the Opt Out Amount, then the Opt Out Party shall prepay fees and advance the funds required of such Opt Out Party and shall participate in the Construction Phase pursuant to the terms hereof. The Put Amount shall be reimbursed to the party prepaying fees and advancing the Put Amount pursuant to such party's reimbursement agreement with the City on a preferential basis vis a vis any reimbursement due to the Opt Out Party, such that no reimbursement shall be due to such Opt Out Party until the entire Put Amount has been reimbursed to the party prepaying the fees and advancing the sum required. After the Put Amount has been reimbursed to the party prepaying fees and advancing the sum, any further reimbursement shall be reimbursed to the Developer and the Farmington Ranches

Developer in accordance with their respective pro rata share of the Developers' Combined Requirement.

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Estimated costs for each of the three Phases of the Water System Development Project are set forth in the Farmington City Culinary Six-Year Capital Facilities Plan dated July 6, 2000, including the column entitled "Boyer/ Farmington Greens Development Project Needs" and the "Cost of Water Development" analysis dated July 6, 2000, which are attached hereto as Exhibit "G" and by this reference are made a part hereof.

The City will reimburse Developer the Clark Lane, Phase 1, Phase 2 and Phase 3 Reimbursement Amounts (collectively the "Reimbursement Amount") pursuant to the terms of a written reimbursement agreement to be entered into between the parties contemporaneously herewith. Reimbursement of the Reimbursement Amount shall be due pursuant to the terms of the reimbursement agreement notwithstanding the election of Developer to opt out of the Construction Phase pursuant to the provisions of this Section. Because of the Developer's prepayment of the culinary water development impact fees due in connection with the Project for 3/4" connection, no additional culinary water development impact fees shall be assessed against the Property or in connection with the development of the Property for the 3/4" connection. Where a lot will be developed with a 1" connection, the City shall assess or charge the amount of the difference between a 3/4" connection and a 1" connection. Notwithstanding the foregoing, the City shall assess and collect water meter connection fees for the water meter, yoke, and the establishment of the water service account. In addition, if the home builder or homeowner elects to upsize the connection beyond that prepaid by Developer, such home builder or homeowner shall pay to the City, when a building permit is issued, the difference between the cost of the upsized meter and that prepaid by the Developer. The number and sizes of prepaid connections is set forth on Exhibit "H," attached hereto. Any reimbursement made to the Developer shall be made from water development impact fees actually collected by the City and pursuant to the terms of the reimbursement agreement between the City and Developer.

iv. All off-site improvements will be constructed and installed in a timely manner in order to coincide with development of the various phases of the Project.

v. Developer shall make arrangements with and shall comply with all of the requirements of the Weber Basin District to provide secondary water service to the Project and all phases thereof. Where appropriate, Developer shall construct secondary water lines and facilities for the Project in a manner acceptable to the Weber Basin District in order to ensure delivery of secondary water to properties located within the Project.

vi. A consistent street lighting plan, fencing plan and illuminated house addressing system will be developed and recommended by the Developer to the City for its review and approval.

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vii. All public improvements within each phase of the Project shall be constructed and installed at the Developer's sole expense in accordance with the City's construction standards and the City's Laws.

viii. Developer shall pay to the City a storm drain fee of Seven Hundred Dollars (\$700.00) per dwelling unit (the "Temporary Storm Impact Fee") for each unit within the first phase of the Project. Developer acknowledges that following completion of a storm drain impact fee study by the City, which is not complete at this time, the City may adopt a storm drain impact fee ("Final Storm Impact Fee") which may be applicable to all phases of the Project, including the first phase thereof. Developer does not concede that a storm drain impact fee should or may be imposed upon the Project and reserves the right to oppose the object to the adoption of such fee and/or its applicability to the Project and any and all other rights available to Developer pertaining to the storm drain impact fees. Until the Final Storm Impact Fee is adopted, the Developer shall pay the aforesaid fee for each unit in each phase of the Project prior to or at the time of recording the final plat therefor; provided, however, if the Final Storm Impact Fee is not adopted within one (1) year of the date of this Agreement, no further Temporary Storm Impact Fee shall be assessed or charged against the Property unless and until a Final Storm Impact Fee is adopted by the City. Immediately upon adoption of the Final Storm Drain Impact Fee by the City, the owners of all units within the Project, including Phase 1, shall pay the difference in cost of any amount due and owing in excess of Seven Hundred Dollars (\$700.00) prior to the issuance of a building permit. Except for the first phase of the Project, the Final Storm Impact Fees adopted by the City shall be paid by Developer to the City at the date of recordation of the final plats for each phase of the Project after Phase 1. In the event the Final Storm Impact Fee adopted by the City is less than Seven Hundred Dollars (\$700.00) per unit, the City shall refund the difference back to the Developer without interest on those lots or residential units on which the Temporary Storm Impact Fee was paid. The Temporary Storm Impact Fee provided herein on the first phase shall be due and payable to the City upon the recording of the final plat for Phase 1 of the Project or thirty (30) days after the City Engineer gives notice of readiness to proceed with the storm sewer study in the area of Farmington which includes the Property, whichever occurs first. Following completion of the storm sewer study by the City Engineer, any surveys generated and prepared in conjunction with such studies shall be made available to the Developer for the cost of copying the same.

f. Easements. All appropriate easements, including temporary construction easements, for infrastructure improvements will be granted at no cost to the City and its contractors by the Developer and its successors and assigns for the construction of any public improvements required by the City. These easements shall be subject to the approval of the

City Engineer and the City Attorney. Developer hereby agrees to grant and convey a satisfactory easement for drainage channels across the Property to be shown on and dedicated as part of final plats for each phase of the Project in locations mutually satisfactory to the City and the Developer. The City shall have the right to determine the amount of flows to be passed through the easement provided that such flows do not increase the wetlands within the Project or cause flooding of homes within the Project. The drainage easements shall provide for the flow of water and drainage over and through the Property at the locations specified in said easements. The easements will be granted at no cost to the City.

g. Phasing of the Project. Developer intends to develop the Project in various phases. The Development Plan for the Project has been approved by the City in accordance with the City's Laws. The balance of the Project shall be developed in phases from and after the date of this Agreement in accordance with the Development Plan. Phasing of the Project shall take into account and be accomplished in order to ensure continuity and orderly development of the Project, coordination in connection with the installation of infrastructure improvements, future utility and street capacity needs, availability of access to all portions of the Project, adequacy of utilities and related considerations. The phasing of the Project shall be determined by the Developer, subject to review and approval of the City. Developer's proposed phasing plan is attached hereto as Exhibit "I" and by this reference is made a part hereof.

h. Density of the Project. The total density shall not exceed 176 single-family lots with minimum lot sizes of 8,000 square feet, except for the town house lots, of which there are 30 in number.

i. Dedication or Donation. Developer will bond for and install improvements within the Project located on the Property as provided in this Agreement. All public improvements must be mutually approved by Developer and the City prior to recordation of each plat related thereto. Developer shall make or cause the owner of the Property to make such dedications or donations of the Community Common Areas shown on Exhibit "B" to the HOA and the open space to the HOA or other entity acceptable to the City, all without cost to the City. The Developer shall make or cause to be made dedication and donation of land and improvements as provided herein on a voluntary basis as a contribution to the City and hereby expressly waives and releases any claims for compensation therefor from the City, except for the performance of the provisions of this Agreement. Prior to receiving final plat approval and/or site plan approval for each phase of the Project, Developer and the owner of the Property will dedicate or cause to be dedicated, transferred and donated to the City all required easements for the purpose of constructing, installing, operating and maintaining public utilities and improvements of every nature and kind as determined by the City. 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 and/or site plan approval for that portion of the Project and to cause the owner of the Property to dedicate and donate without cost to the City.

j. Preliminary Plat. The Developer shall prepare and submit a preliminary plat for the Project to the City for its review and approval. The Developer shall pay any applicable fees to the City in connection with the review and approval of the preliminary plat for each phase of the Project.

E 1624058 B 2713 P 1194

k. Required Changes. If any 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 Project as needed.

l. Final Plats and/or Site Plans. The Developer shall prepare and submit to the City Developer's application for final plat and/or site plan approval for each phase within the time limits provided for in the City's Laws. The final plat and/or site plan for each phase of the Project shall be reviewed by the City planning staff, Planning Commission and City Council as provided by the City's Laws. The Developer shall pay any required fees due and owing in connection with approval of the final plat and/or site plan for each phase of the Project. The City shall determine if the final plat complies with all applicable requirements. In addition, the Developer shall submit to the City specific improvements that are to be installed on-site and off-site, together with any other documents required by the City such as restrictive covenants, articles of incorporation for homeowners' associations, and like matters. Development improvements shall include those required by the construction standards of the City, the City's Laws and this Agreement. Following approval of the final plat and/or site plan and obtaining of the required signatures thereon, the final plat and/or site plan for each phase of the Project shall be recorded by the City in the office of the Davis County Recorder.

m. City's Right of Review. Subject to the terms of this Agreement, the City has the right to approve the final plat and/or site plan for each phase of the Project together with any proposed changes therein. The City shall review Developer's application for final plat and/or site plan approval and related documents in accordance with the established procedures of the City governing such reviews. Review shall be conducted for the purpose of determining whether plats, site plans and other documents submitted by the Developer comply with the requirements of the City and the terms of this Agreement. In the event the City determines that the plats, site plans or other documents do not comply, the City will advise the Developer in writing of the changes necessary to comply. All plats and site plans approved by the City shall comply in all respects with the City's Laws, unless modified by this Agreement.

n. Development Regulations/Vesting. The Developer has proposed and shall be entitled to develop 176 lots or dwelling units in accordance with the approved PUD application for the Property; provided, except as expressly modified by the PUD application and City approvals, the Property shall be developed in accordance with the City's Laws which are in effect on the date of this Agreement, together with the requirements set forth

in this Agreement, except when future modifications are required under circumstances constituting a compelling public interest by federal, state, county and/or City laws and regulations promulgated to protect the public's health, safety, and welfare. In the event that local, state or federal law precludes compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended only as necessary to comply with such local, state and federal laws and the remainder of this Agreement shall remain in full force and effect to the extent that performance of the remaining provisions would not be inconsistent with the intent of this Agreement. Notwithstanding the above, all development on the Property or any portion thereof shall be subject to and shall comply with any future amendments or changes to the Uniform Building Code, American Association of State Highway Transportation Official Standards, and the American Waterworks Association Standards if and to the extent adopted by the City. The parties agree that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to the City all such power and authority that cannot be restricted by contract.

o. Conditions, Covenants and Restrictions.

i. Prior to the recording of any final plat and/or site plan for the Project or any portion thereof, the Developer shall prepare and submit to the City for review and approval conditions, covenants and restrictions (the "CC&R's") to provide for the following:

(1) Architectural Review Committee. The CC&R's shall establish an architectural review committee for the purpose of preserving the quality of all development and maintenance of private and common properties in the Project and each phase thereof. The CC&R's shall establish the structure, procedures, authorities and remedies of the architectural review committee. No home or unit will be constructed without the approval of design themes, plans, elevations and materials by the architectural review committee.

(2) Miscellaneous Items. The CC&R's will address, as a minimum, open space maintenance not covered by the City, wetlands maintenance, the Perimeter Trail along Clark Lane and 1525 West and shall contain a clause notifying a prospective purchaser within the Project that the Property is located in an agricultural zone and area.

(3) Architectural Design Guidelines, Development Guidelines and Approval. The CC&R's shall establish architectural design guidelines, development guidelines and procedures to be administered by the architectural review committee. The aforesaid guidelines shall pertain to architecture, elements of site planning, transportation and access, building

design, subsurface water drain systems, storm water management, service, trash, storage, screening, lighting, signs, construction activities and maintenance for common areas and open space within the Project. The CC&R's shall comply with the requirements of the City's Laws pertaining thereto.

(4) Large Animals. The CC&R's shall establish that those persons and/or entities purchasing lots and/or units within the Project are moving into an area where there are property owners who have a right to maintain large animals on their respective properties and that said property rights are entitled to be protected.

p. 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. All required public improvements for the Project shall be constructed in accordance with the City's construction standards and shall be dedicated to the City. Prior to commencing any construction or development of any building, structures or other work or improvements within the Project, 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. The Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules and regulations. Setbacks for front yards, side yards and rear yards shall be as follows: (See attached Exhibit "B").

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

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 within the Project or any phase thereof and to be dedicated to the City for a period of twenty-four (24) 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 Uniform Building Code.

iii. Maintenance During Construction. During construction, the Developer and its assigns shall keep the Project and each phase thereof and all affected public streets therein, free and clear from any unreasonable accumulation of debris, waste materials, mud, and any nuisances, and shall contain construction debris

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

E 1624058 B 2713 P 1197

5. **Payment of Fees.** The Developer shall pay to the City all required fees and the voluntary storm sewer fee on Phase 1 and successive phases of the Project if applicable in a timely manner. Fees shall be paid in those amounts which are applicable at the time of payment of all such fees, pursuant to and consistent with standard City procedures, requirements, adoption by City.

6. **City Obligations.** Subject to Developer complying with all of the City's Laws and the provisions of this Agreement, the City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof by the Developer or its assigns and acceptance of the same by the City and to provide standard municipal services to the Project including police and fire protection subject to the payment of all fees and charges charged or levied therefor by the City.

7. **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 Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts done thereon or act of omission 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 Project in a single limit of not less than One Million Dollars (\$1,000,000) and naming the City as an additional insured.

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

9. **Assignment.** The Developer shall not assign this Agreement or any rights or interests herein without the prior written consent of the City. Developer may assign this Agreement to a related entity without City approval. "Related entity" shall include an entity in which Developer, its principals, and/or partners of Developer's manager, owns a beneficial interest of at least fifty percent (50%).

10. **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:

Claims, Inc.
2001 Windsor Street
Salt Lake City, Utah 84105

With a copy to:

Wayne G. Petty
Moyle and Draper, P.C.
175 East 400 South, Suite 900
Salt Lake City, Utah 84111

To the City:

Farmington City
Attn: City Manager
130 North Main Street
Farmington, Utah 84025-0160
E 1624058 D 2713 P 1190

11. **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 Project 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 Project.
- d. The right to terminate this Agreement.
- e. The rights and remedies set forth herein shall be cumulative.

Notwithstanding any other provision in this Section 11 to the contrary, upon Developer's failure to advance the Phase 3 Advance or the letter of credit securing Developer's obligation to make such advance (except pursuant to Developer's option to opt out stated above), Developer shall forfeit its right to receive the Phase 1 and Phase 2 Reimbursement Amounts; provided, however, that such forfeiture shall be the City's sole and exclusive remedy with respect to such default, the Developer shall be excused from any further obligation with respect to the Water System Development Project, and this Agreement shall otherwise continue in full force and effect for up to, but not to exceed, a total of fifty-one (51) residential building lots.

12. **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.

13. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by the City for the Property and/or the Project or any phase thereof contain the entire agreement of the parties with respect to the subject

matter hereof and supersede any prior promises, representations, warranties or understandings between the parties which are not contained in this Agreement, regulatory approvals and related conditions.

14. **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.

E 1624058 B 2713 P 1199

15. **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.

16. **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 (if any assignments are allowed as provided herein).

17. **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.

18. **Termination.** Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the Project, including all phases thereof, is not completed within six (6) 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 Project. 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 Project. 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.

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

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

"CITY" E 1624058 I 2713 P 1200

FARMINGTON CITY

ATTEST:

Margy Lomas
City Recorder



J. H. Bee
Mayor

"DEVELOPER"
CLAIMS, INC.

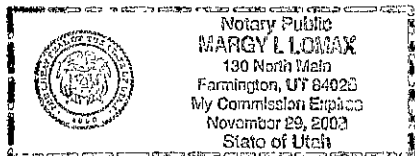
By: *Neuman C. Petty*
Neuman-C. Petty, President

CITY ACKNOWLEDGMENT

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

E 1624058 B 2713 P 1201

On the 26 day of July, 2000, personally appeared before me Gregory S Bell, 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 Gregory S Bell acknowledged to me that the City executed the same.



Margy L. Lomax
Notary Public
Residing at:

My Commission Expires:

11/29/03

Davis Co., Utah

DEVELOPER ACKNOWLEDGMENT

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

On the 31 day of July, 2000, personally appeared before me Neuman C. Petty, who being by me duly sworn did say that he is the President of **CLAIMS, INC.**, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and he acknowledged to me that said corporation executed the same.

Margy L. Lomax
Notary Public
Residing at: Davis County, Utah

My Commission Expires:

11/29/03

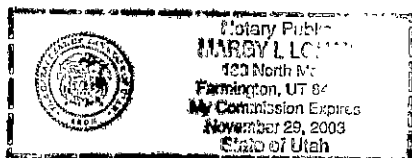


EXHIBIT "A"

Property Description

E 1624058 B 2713 P 1202

EXHIBIT "A"

FARMINGTON GREENS LEGAL DESCRIPTION

E 1624058 B 2713 P 1203

BEGINNING on East line of Road 1.21 chains West of center of Section 23, Township 3 North, Range 1 West, Salt Lake Meridian, thence North 10.84 chains along East line of said road to South line of a road thence East 22.55 chains, more or less, along South line of said road to West line of D&RG Railroad Right of Way; thence South 35° East 280.3 feet along said Right of Way; thence North 55° East 62 feet along said Right of Way; thence South 35° East 973 feet, more or less, along said Right of Way to a point - 304.9 feet South of North line of Southeast Quarter of said Section 23; thence East 414 feet, more or less, to West line of a road; thence South 14.92 chains, more or less, along West line of said road to a point 20.41 chains North of South line of said Section; thence West 30 chains; thence North 4.92 chains; thence West 10.33 chains to East line of road; thence North 14.34 chains along said road to point of beginning. Excepting therefrom that portion in D&RG Railroad Right of Way.

08-074-0001

LESS AND EXCEPTING: the beginning at a point on the East line of 1525 West, a 66 foot road, said point being West 79.860 feet and South 00°09'57" East 12.000 feet from the center of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence East 305.594 feet; thence North 60°22'20" East 79.671 feet, thence South 75°10'54" East 295.072 feet; thence South 00°09'57" East 341.782 feet; thence North 89°50'03" East 300.00 feet; thence South 00°09'57" East 10.429 feet to a point on a 200.000 foot radius curve to the right, center bears South 89°50'03" West; thence Southwesterly along the arc of the curve 168.111 feet thru a central angle of 48°09'37"; thence South 42°00'20" East 336.767 feet; thence South 46°59'06" West 171.781 feet; thence South 59°47'58" West 87.375 feet; thence West 916.471 feet to the East line of said 1525 West; thence North 00°09'57" West 948.004 feet along 1525 West to the point of beginning.

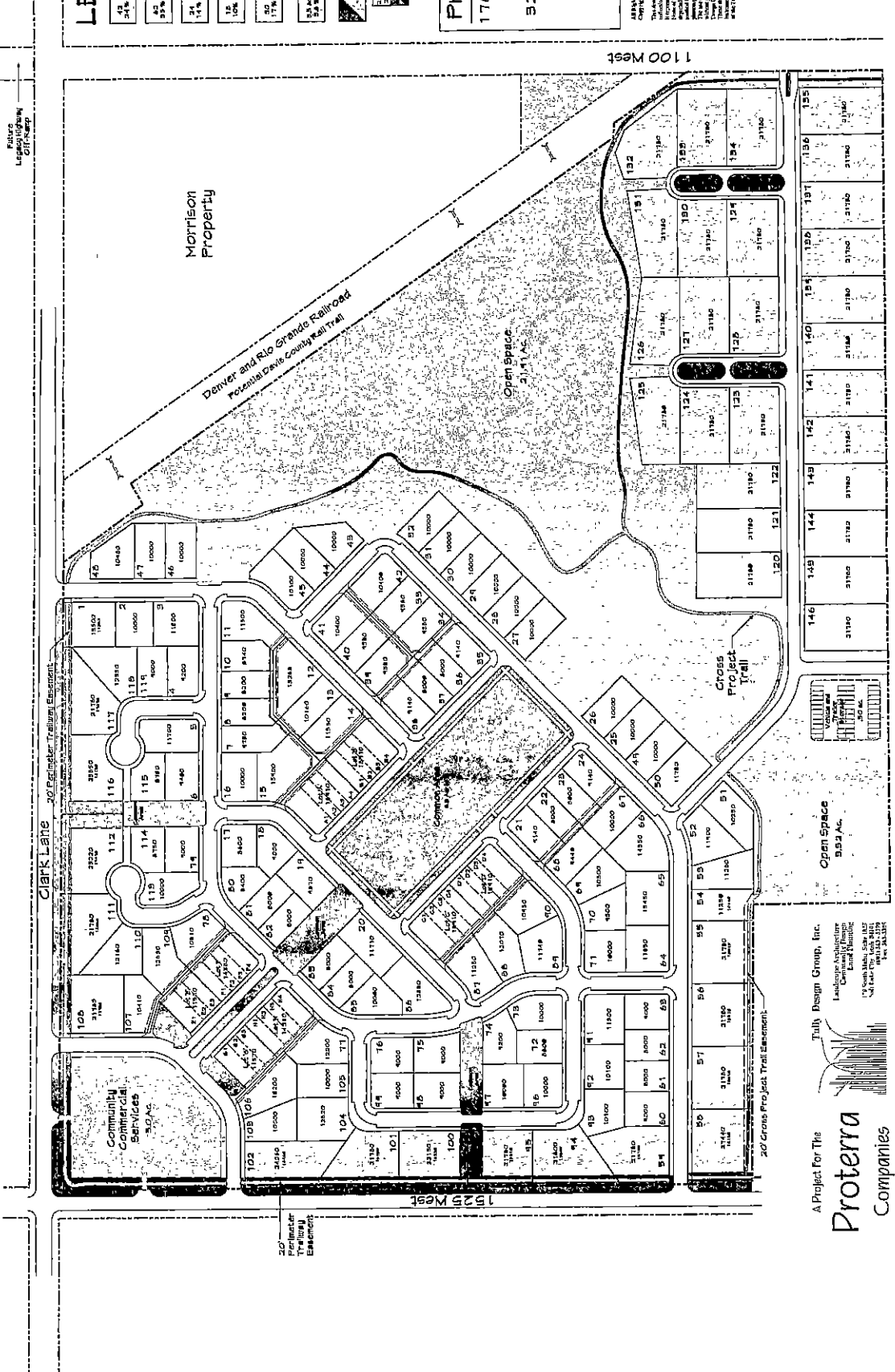
EXHIBIT "B"

Development Plan

E 162405B B 2713 P 1204

Farmington Greens

Development Plan

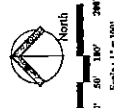


LEGEND

- Equestrian Lot Homes
21,760 s.f. and larger
- Large Lot Single Family
10,000 - 21,000 s.f.
- Medium Lot Single Family
4,000 - 10,000 s.f.
- Medium Lot Single Family
8,000 - 9,000 s.f.
- Village Home Lots
11,500 - 18,950 s.f.
- Community Support
and Commercial Services
- Common Areas
- Open Space
- Common Area

Project Density
 176 Homes on 98.3 Acres
 1.8 Homes / Acre
 32.0 Acres Open Space
 33.9% Open Space
 3.5 Acres Services
 3.6% Services

18884th Street - Tully Design Group, Inc.
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RECEIVED JUL 05 2008
 PLANNING DEPARTMENT
 1500 14th Street, Suite 402
 Fort Collins, CO 80502
 (970) 225-1100

A Project For The
Proterra
 Companies

Tully Design Group, Inc.
 Landscape Architect
 1500 14th Street, Suite 402
 Fort Collins, CO 80502
 (970) 225-1100

EXHIBIT "B-1"

Elevation Requirements

E 1624058 B 2713 P 1206

Rear Access Garages Required
for all Townhome Lots as shown
on the approved 'Site Development
Plan'

Varied Roof Line
E 1624058 B 2713 P 1207



Bungalow or Cottage Style Architecture

Front Porch

A Combination of one and two level
units is preferred for attached homes.

Attached Townhomes

Townhouse Prototype 1
Farmington Greens

Rear Access Garages Required
for all Townhome Lots as shown
on the approved 'Site Development
Plan'

E 1703 258 P 71.3 P 1.203

Varied Roof Line



Bungalow or Cottage Style Architecture

Front Porch

Detached Townhomes

Townhouse Prototype 2
Farmington Greens

EXHIBIT "B-2"

Setback Requirements

E 1624058 B 2713 P 1209

Farmington Greens – Residential Setback Requirements

7/18/00

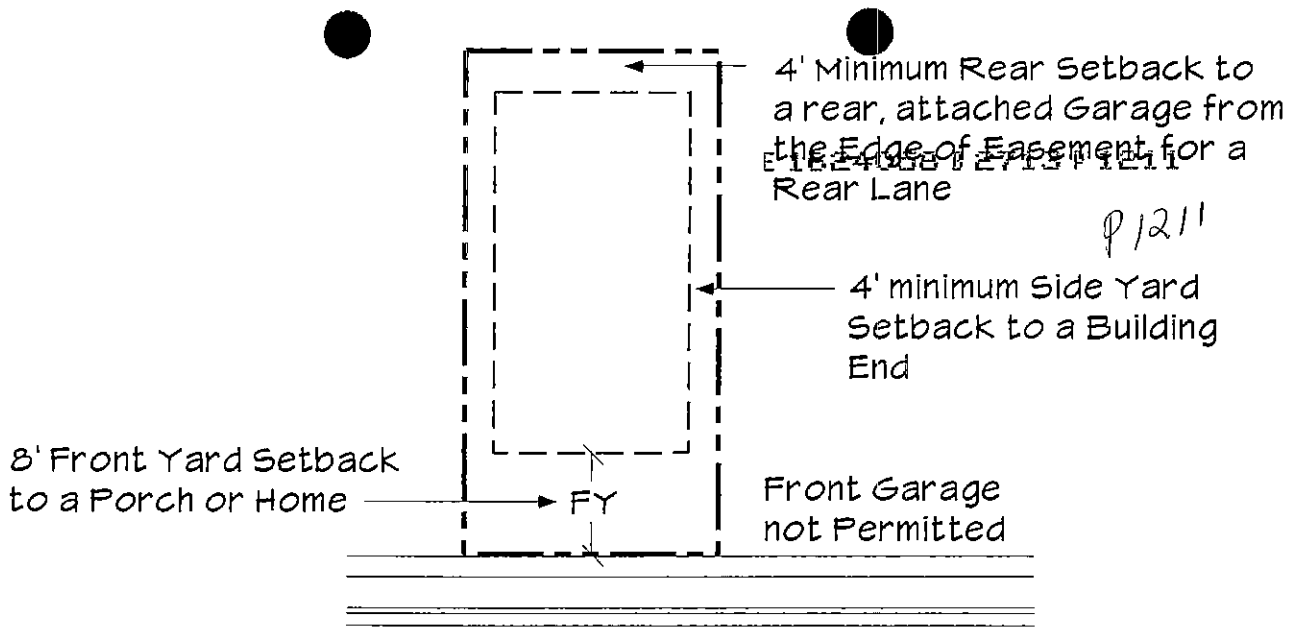
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P1210

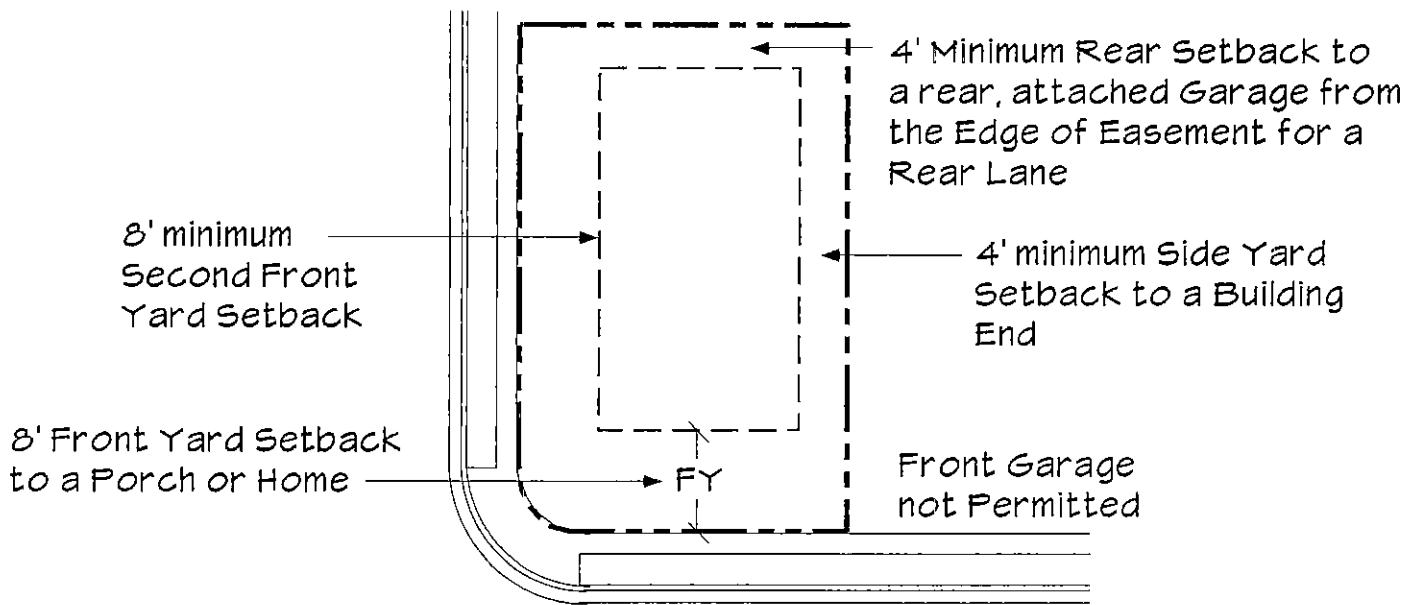
Building Type	Minimum Lot Size	Type of Setback	Minimum Distance
Townhomes - Attached Or Detached	n.a. *	Front Yard to a porch or home	8 feet
		Front Yard to a Garage	n.a. *
		Side Yard (minimum – detached Or building end of attached units)	4 feet
		Secondary Frontage – Corner Lot	8 feet
		Rear Yard to an attached garage from edge of rear lane easement	4 feet
Single Family Detached	8,000 s.f.	Front Yard to a porch or home	16 feet
		Front Yard to a Garage	20 feet
		Side Yard (minimum)	6 feet
		Side Yard (combined)	12 feet
		Secondary Frontage – Corner Lot	12 feet
Single Family Detached	10,000 s.f.	Front Yard to a porch or home	20 feet
		Front Yard to a Garage	24 feet
		Side Yard (minimum)	10 feet
		Side Yard (combined)	20 feet
		Secondary Frontage – Corner Lot	16 feet
Single Family Detached - East of Wetland Preserve	21,000 s.f.	Front Yard to a porch or home	28 feet
		Front Yard to a Garage	34 feet
		Side Yard (minimum)	12 feet
		Side Yard (combined)	24 feet
		Secondary Frontage – Corner Lot	22 feet
Single Family Detached - West of Wetland Preserve	21,000 s.f.	Front Yard to a porch or home	20 feet
		Front Yard to a Garage	24 feet
		Side Yard (minimum)	12 feet
		Side Yard (combined)	24 feet
		Secondary Frontage – Corner Lot	22 feet
Detached Garage or Permitted Accessory Bldg.	n.a.	Separation from a primary structure	4 feet
		Rear Yard	1 foot
		Side Yard (minimum)	1 foot
		Secondary Frontage – Corner Lot	20 feet

- Minimum Lot Size does not apply to Townhome Lots as shown on the approved 'Site Development Plan'. All Townhome lot garages must be accessed by means of a private rear lane that is located within an appropriate use easement.
- Note: All corner lot setbacks must meet appropriate corner sight distances as specified by AASHTO standards

– MICROFILM MEMO –
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN FILMED.



Townhome or Cottage Lots Under 8,000 Square Feet



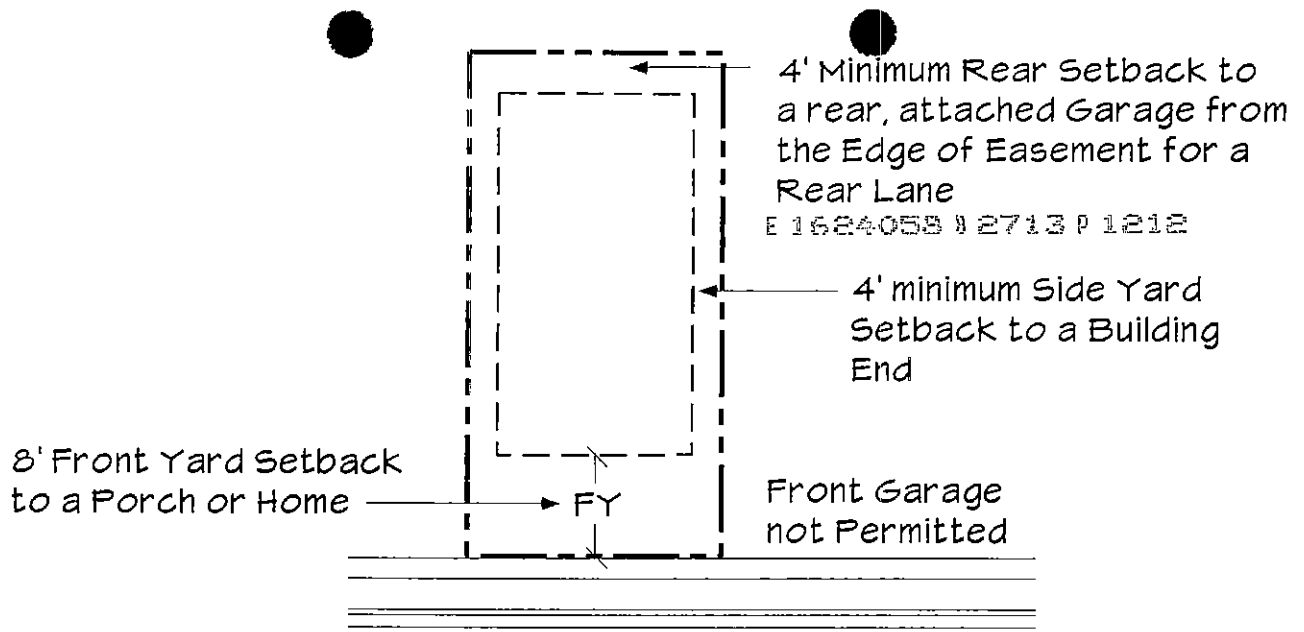
Note: All corner lot setbacks must meet appropriate corner sight distances as specified by AASHTO standards.

Townhome or Cottage Lots Under 8,000 Square Feet

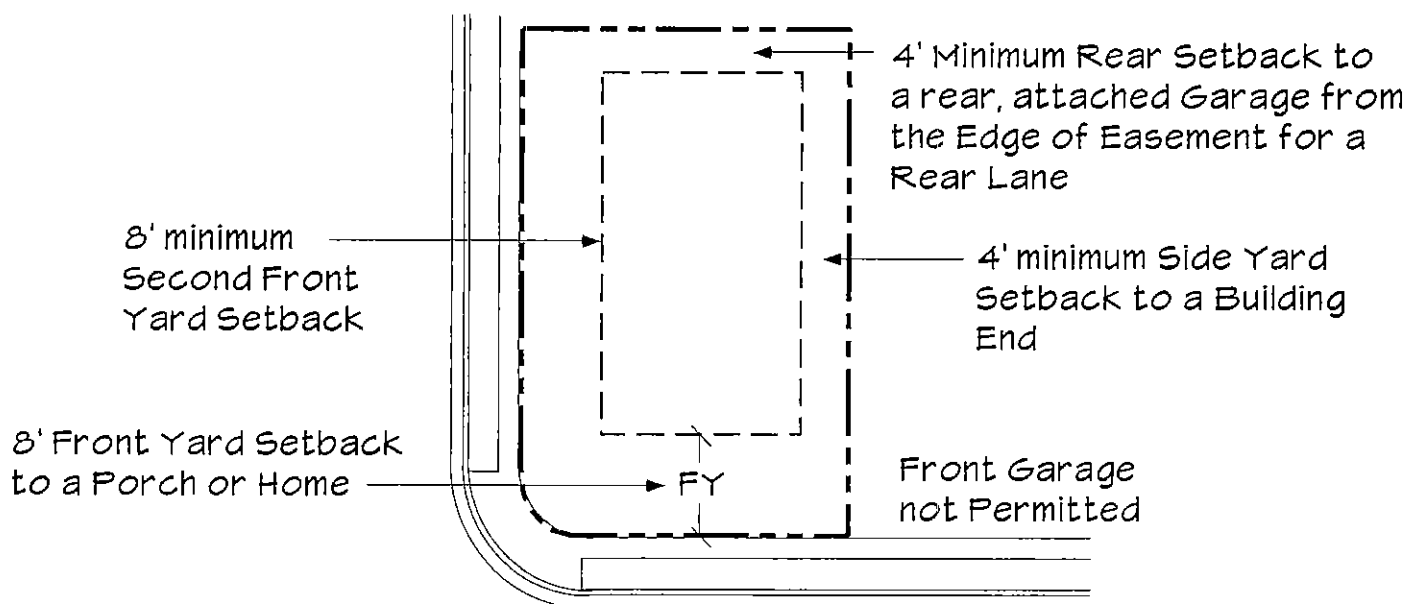
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Residential Setbacks

Farmington Greens



Townhome or Cottage Lots Under 8,000 Square Feet



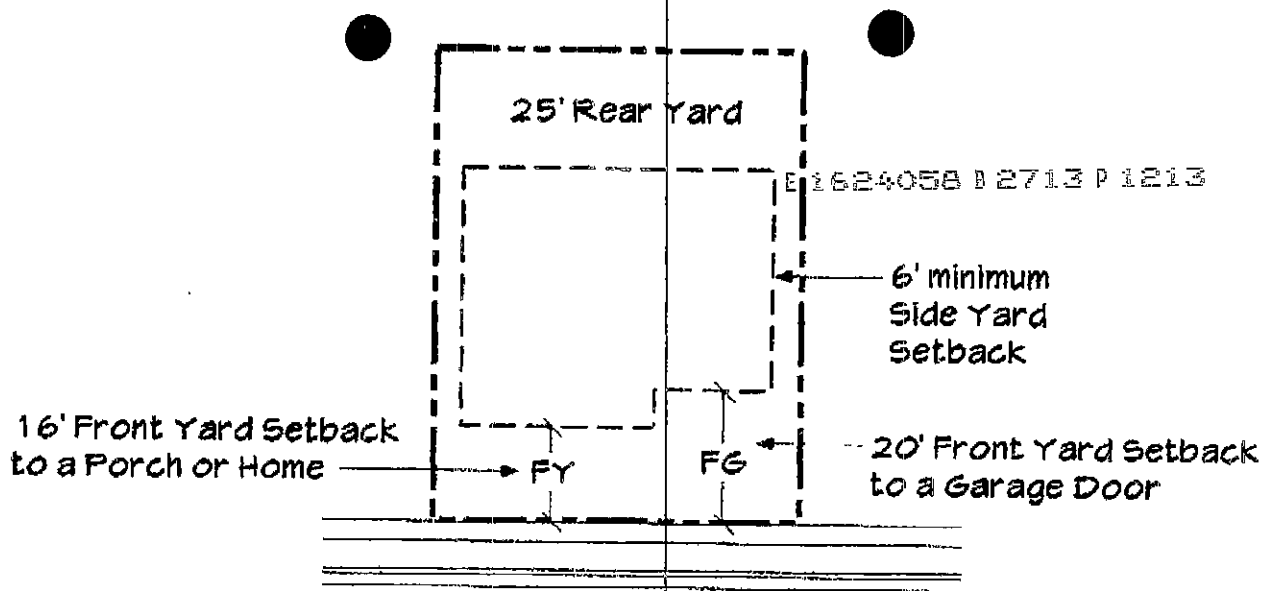
Note: All corner lot setbacks must meet appropriate corner sight distances as specified by AASHTO standards.

Townhome or Cottage Lots Under 8,000 Square Feet

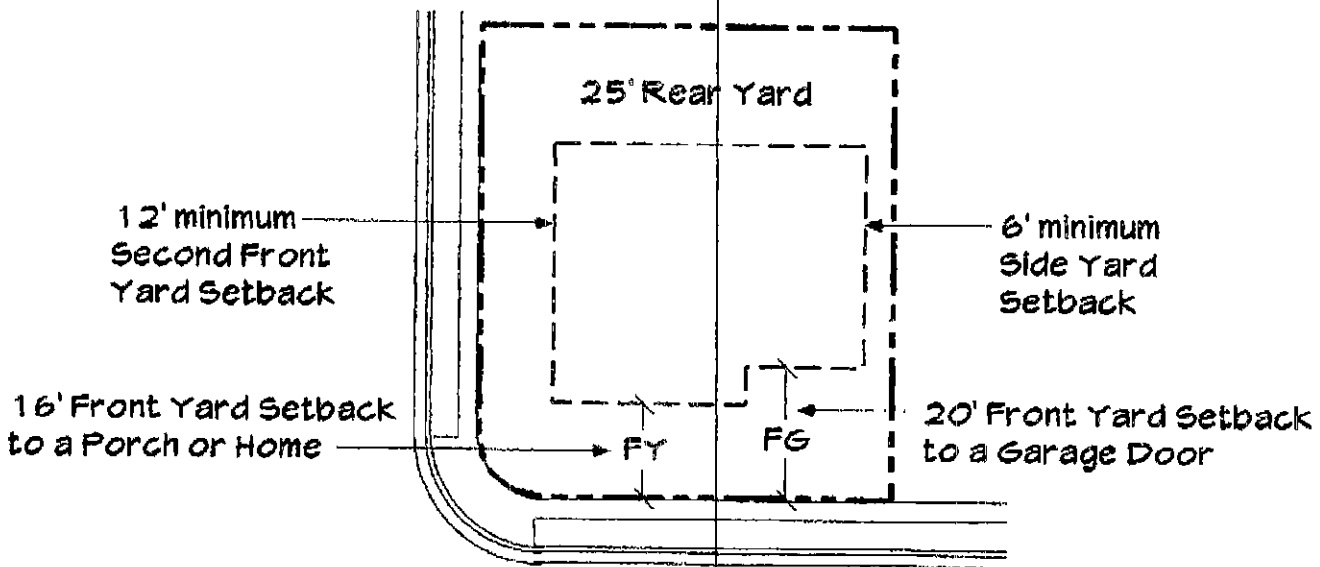
8/10/00 ©

Residential Setbacks

Farmington Greens



8000 s.f. to 10,000 s.f. Lots



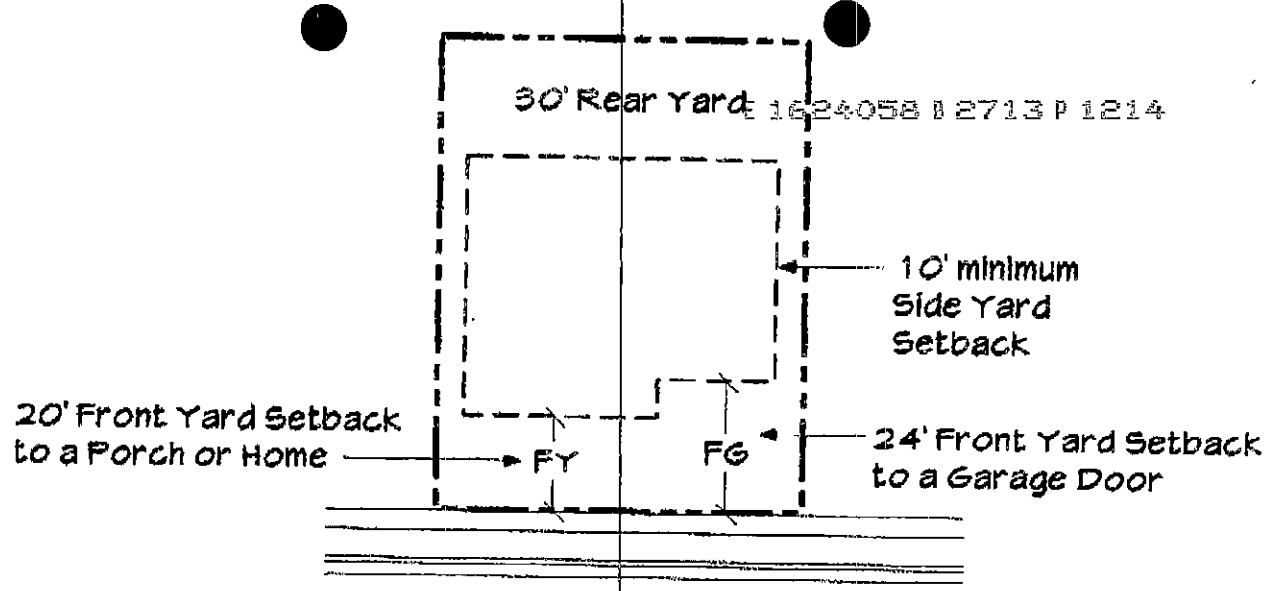
Note: All corner lot setbacks must meet appropriate corner sight distances as specified by AASHTO standards.

8000 s.f. to 10,000 s.f. Lots
Corner Lot

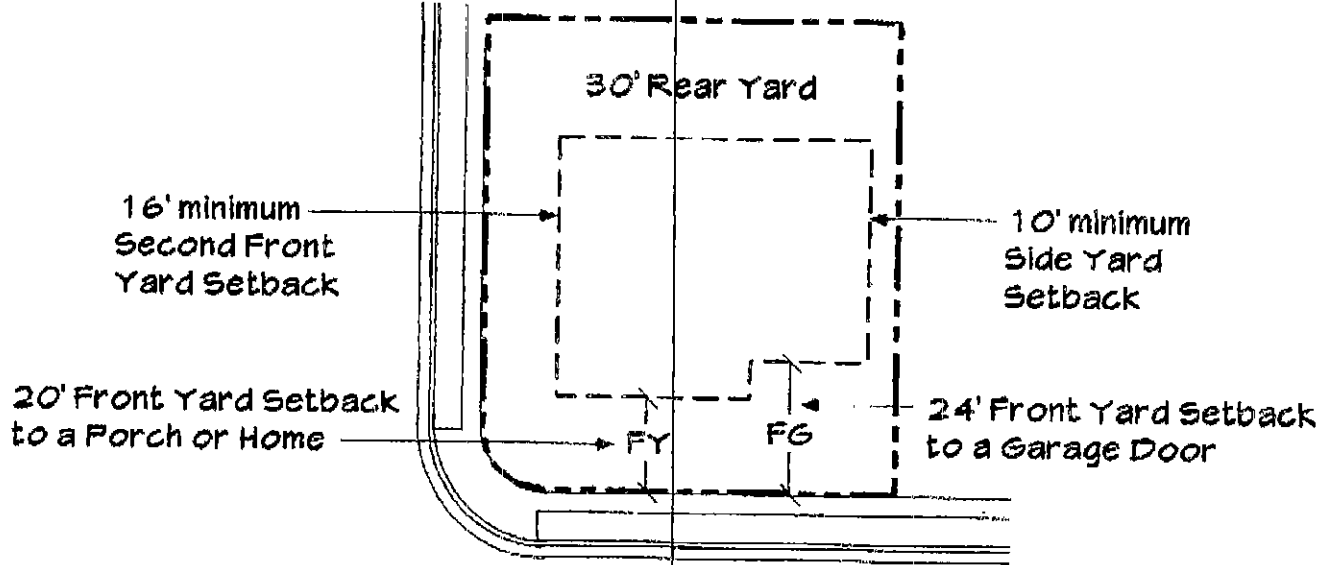
7/18/00 ©

Residential Setbacks

Farmington Greens



10,000 s.f. and Larger Lots West of the Wetland Preserve



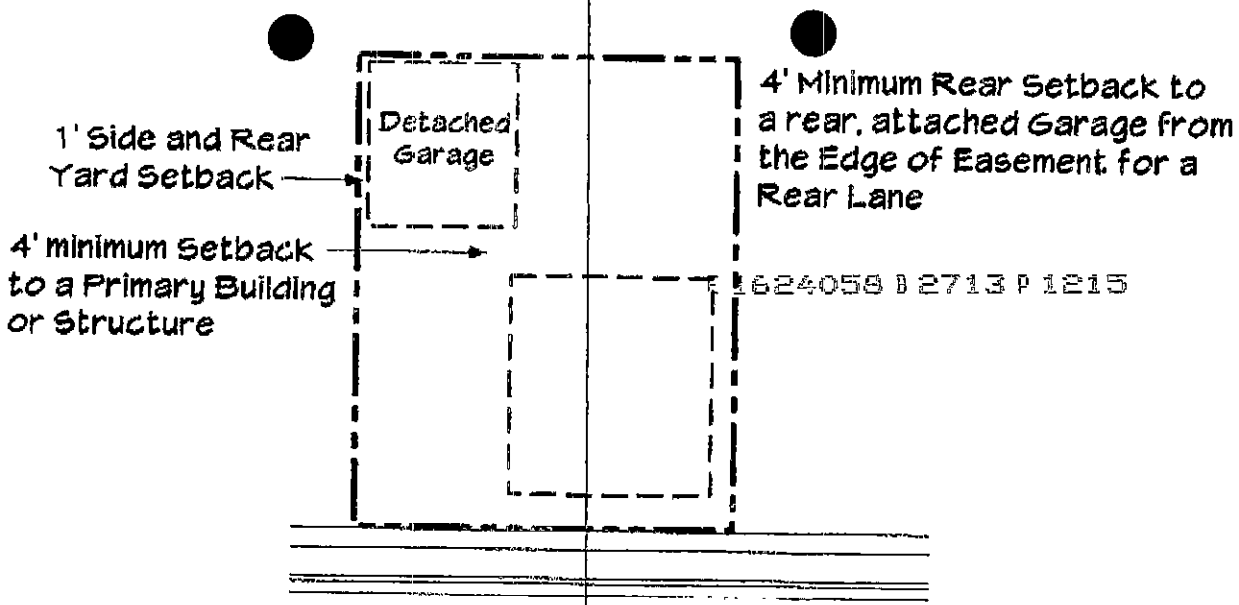
Note: All corner lot setbacks must meet appropriate corner sight distances as specified by AASHTO standards.

10,000 s.f. and Larger Lots West of the Wetland Preserve

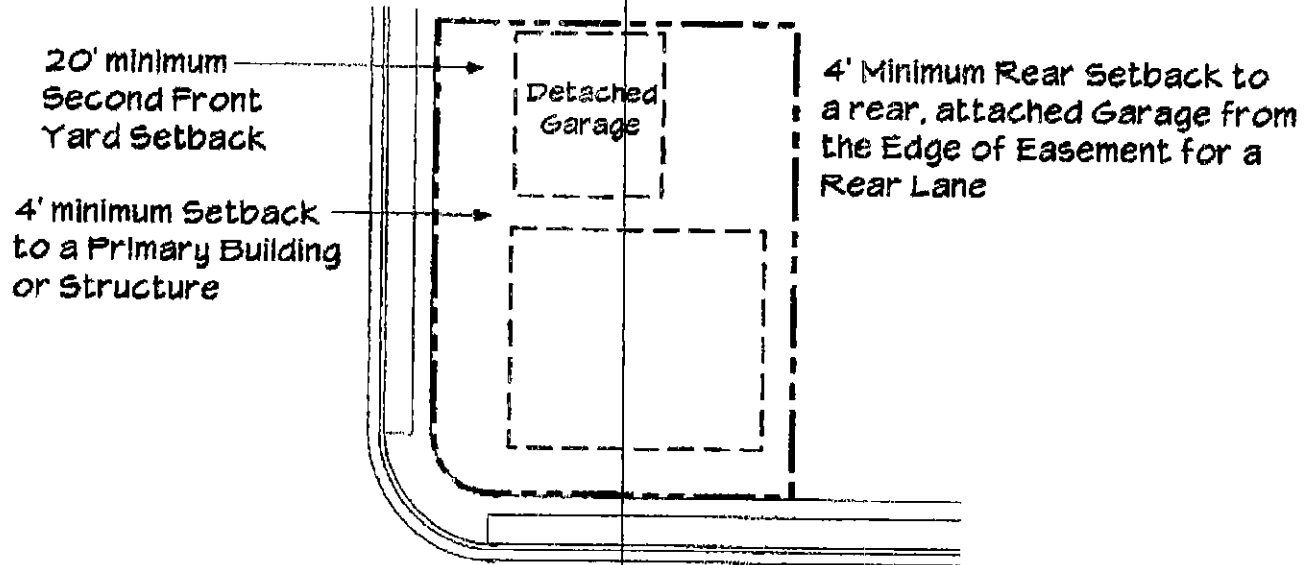
7/18/00

Residential Setbacks

Farmington Greens



Detached Garages or Accessory Buildings



Note: All corner lot setbacks must meet appropriate corner sight distances as specified by AASHTO standards.

Detached Garages or Accessory Buildings on Corner Lots

1/18/00 ©

Residential Setbacks

Farmington Greens

EXHIBIT "C"

Pioneering Agreement

E 162405B B 2713 P 1216

EXHIBIT "C"

PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of July, 2000, by and between FARMINGTON CITY, a Utah municipal corporation, hereinafter referred to as the "City," and CLAIMS INC., a Utah Corporation, hereinafter referred to as the "Developer."

RECITALS:

WHEREAS, the Developer is developing a subdivision within Farmington City west of the D.R.G. & W. R.R. right-of-way west of 1100 West, south of Clark Lane and east 1525 West, referred to as the Farmington Greens Subdivision; and

WHEREAS, the Developer is required by City ordinance to install certain public improvements within the Subdivision; and

WHEREAS, some of those public improvements will provide direct benefits to neighboring properties that the parties anticipate will undergo development in the foreseeable future (the "Benefitted Properties" as shown on Exhibit ____), and

WHEREAS, the Developer desires to be reimbursed for a proportionate share of the costs associated with the construction and installation of the public improvements which will benefit other neighboring properties;

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

1. **Developer's Obligation.** Developer, in cooperation with the Boyer Company, hereby agrees to install improvements the entire Clark Lane right-of-way less the cost of paving (including sub-grade and base preparation) the center fifteen (15) feet from the point where said right-of-way intersects with the projected eastern-most boundary of Farmington Greens to the western boundary of 1100 West Street right-of-way all as fully described in the Farmington Greens Development agreement between the Developer and the City. Developer's cost participation in the foregoing shall be limited to twenty-four and tree-tenths percent (24.3 %). Such improvements shall include but are not limited to curb and gutter, asphalt, road base, and all related underground public improvements and utilities on the east half of the street.

2. **Collection and Payment of Reimbursement.** The City will require owners of the Benefitted Properties that develop, subdivide or apply for building permits to pay to the City the proportionate share of the cost of the improvements set forth in paragraph 1 prior to granting development or subdivision approval or issuing building permits. The proportionate share shall be determined based upon consideration of the street frontage, and parcel size, and other relevant factors

as of the date of this agreement of each respective Benefitted Property all as set forth in Exhibit "A" attached hereto and by this reference made a part hereof. The funds collected shall be paid by the City to the Developer.

E 1824058 B 2713 P 1218

3. **Assignment.** The Developer specifically agrees to accept those funds which are in fact collected by the City during the term of this Agreement as full and final payment under the terms of this Agreement. Further, the Developer agrees to hold the City and its officers, employees, agents and representatives harmless from liability for any sums which, for any reason, are not collected, provided that the City has made a good faith effort to collect such sums. In the event the City is unable to collect such sums, the City shall, upon written request from the Developer, assign to the Developer any right the City may have to collect such sum and the Developer may then take whatever legal action Developer deems appropriate to collect such sums due and owing under the Agreement. Immediately upon assignment of the right to collect such sums, Developer agrees to indemnify and hold the City and its officers, employees, agents and representatives harmless from all claims, suits, costs, expenses and attorney's fees arising from or connected with the collection of such sums.

4. **Ownership and Improvements.** The City shall own the public improvements which are the subject of this Reimbursement or Pay Back Agreement. Nothing in this Agreement shall be construed to alter or affect in any way Developer's obligations under any other agreement with the City relating to the installation of public improvements or reimbursement therefor.

5. **Term of Agreement.** It is agreed that the City will make a good faith effort to collect those sums identified in paragraph 2 for a period of ten years from the date of this Agreement or until such time as the neighboring properties proportionate share of the improvement costs has been received by the Developer, whichever occurs first.

6. **Modifications.** This Agreement shall not be modified or amended except in writing signed by the parties hereto.

7. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, officers, employees, agents, successors in interest, and assigns.

8. **Validity and Severability.** If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

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 above written.

"CITY"

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Mayor

"DEVELOPER"

By: _____
Its. _____

EXHIBIT "D"

E 1624058 B 2713 P 1220

Pioneering Agreement

PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of July, 2000, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **CLAIMS INC.**, a Utah Corporation, hereinafter referred to as the "Developer."

RECITALS:

WHEREAS, the Developer is developing a subdivision within Farmington City west of the D.R.G. & W. R.R. right-of-way west of 1100 West, south of Clark Lane and east 1525 West, referred to as the Farmington Greens Subdivision; and

WHEREAS, the Developer is required by City ordinance to install certain public improvements within the Subdivision; and

WHEREAS, some of those public improvements will provide direct benefits to neighboring properties that the parties anticipate will undergo development in the foreseeable future (the "Benefitted Properties" as shown on Exhibit ____); and

WHEREAS, the Developer desires to be reimbursed for a proportionate share of the costs associated with the construction and installation of the public improvements which will benefit other neighboring properties;

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

1. **Developer's Obligation.** Developer, in cooperation with the Boyer Company, hereby agrees to install improvements for the north half of Clark Lane the entire distance that such right-of-way runs adjacent to the northern boundary of the property all as fully described in the Farmington Greens Development agreement between the Developer and the City. Such improvements shall include but are not limited to curb and gutter, asphalt, road base, and all related underground public improvements and utilities on the north half of the street less the cost of paving (including sub-grade and base preparation) the center 15 feet).

2. **Collection and Payment of Reimbursement.** The City will require owners of the Benefitted Properties that develop, subdivide or apply for building permits to pay to the City the proportionate share of the cost of the improvements set forth in paragraph 1 prior to granting development or subdivision approval or issuing building permits. The proportionate share shall be determined based upon consideration of the street frontage, and parcel size, and other relevant factors as of the date of this agreement of each respective Benefitted Property all as set forth in Exhibit "A"

attached hereto and by this reference made a part hereof. The funds collected shall be paid by the City to the Developer.

E 162405B B 2713 P 1222

3. **Assignment.** The Developer specifically agrees to accept those funds which are in fact collected by the City during the term of this Agreement as full and final payment under the terms of this Agreement. Further, the Developer agrees to hold the City and its officers, employees, agents and representatives harmless from liability for any sums which, for any reason, are not collected, provided that the City has made a good faith effort to collect such sums. In the event the City is unable to collect such sums, the City shall, upon written request from the Developer, assign to the Developer any right the City may have to collect such sum and the Developer may then take whatever legal action Developer deems appropriate to collect such sums due and owing under the Agreement. Immediately upon assignment of the right to collect such sums, Developer agrees to indemnify and hold the City and its officers, employees, agents and representatives harmless from all claims, suits, costs, expenses and attorney's fees arising from or connected with the collection of such sums

4. **Ownership and Improvements.** The City shall own the public improvements which are the subject of this Reimbursement or Pay Back Agreement. Nothing in this Agreement shall be construed to alter or affect in any way Developer's obligations under any other agreement with the City relating to the installation of public improvements or reimbursement therefor.

5. **Term of Agreement.** It is agreed that the City will make a good faith effort to collect those sums identified in paragraph 2 for a period of ten years from the date of this Agreement or until such time as the neighboring properties proportionate share of the improvement costs has been received by the Developer, whichever occurs first.

6. **Modifications.** This Agreement shall not be modified or amended except in writing signed by the parties hereto.

7. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, officers, employees, agents, successors in interest, and assigns.

8. **Validity and Severability.** If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

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 above written.

"CITY"

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Mayor

"DEVELOPER"

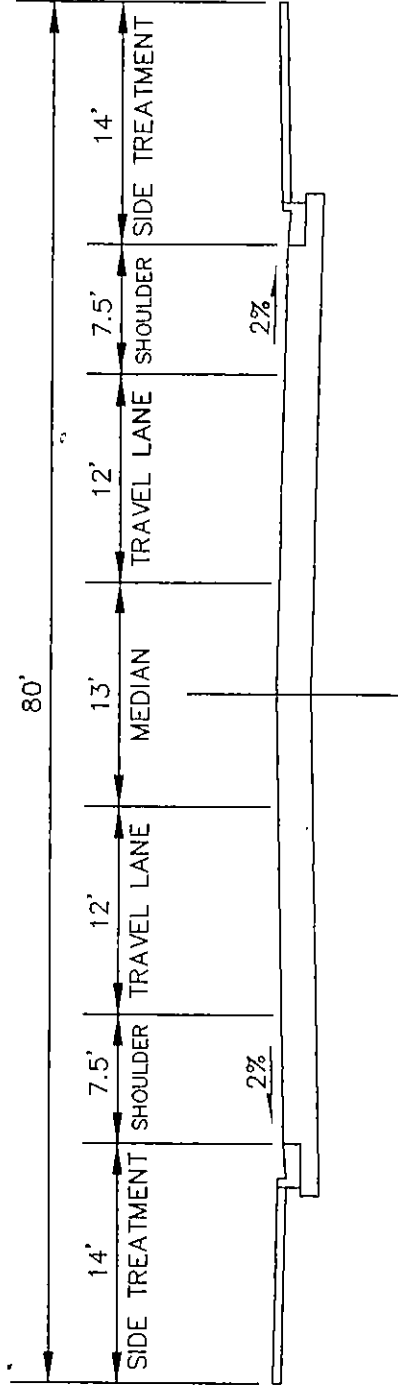
By: _____
Its: _____

EXHIBIT "E"

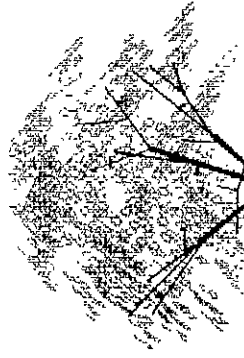
E 1624058 1 2713 P 1224

Cross-Section of Clark Lane Right-of-Way

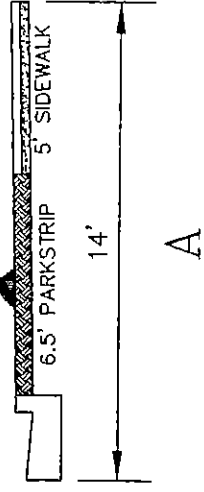
MAJOR COLLECTOR



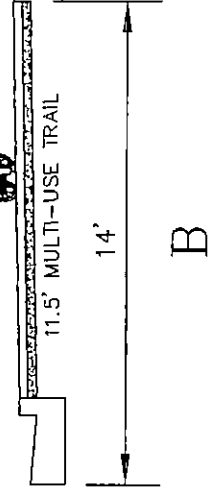
80-FOOT RIGHT-OF-WAY 3 LANES



SIDE TREATMENTS



A



B

F 1684058 B 02713 P 12008



EXHIBIT "F"

Project Soils Report

E 1624058 I 2713 P 1226

REPORT OF SUBSURFACE SOILS EXPLORATION

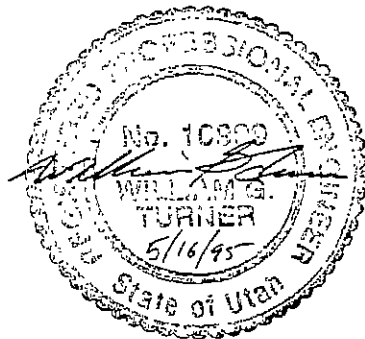
PREPARED FOR E 1624058 B 2713 P 1227

PROSPECTOR ENGINEERING
KAMAS, UTAH

PROPOSED ± 95-ACRE SUBDIVISION
SE CORNER OF 100 NORTH AND 1525 WEST
FARMINGTON, UTAH

PREPARED BY
TERRACON CONSULTANTS WESTERN, INC.
CONSULTING GEOTECHNICAL ENGINEERS
SALT LAKE CITY, UTAH

AUGUST 1994



PROJECT NO. 61945045

Terracon

Terracon

CONSULTANTS WESTERN, INC.

92 West 3900 South
Suite 100
Salt Lake City, Utah 84107
Phone (801) 266-2100
Fax (801) 266-2191

Richard T. Kanemasu, PE
Walter V. Jones, PE
Curt Christensen, PE
Michael L. Walker, CET

August 25, 1994

Prospector Engineering
P.O. Box 965
Kamas, Utah 84036

Attention: Mr. Christopher Rideout, P.E.

Subject: Report of Subsurface Soils Exploration
Proposed ±95-Acre Subdivision
SE Corner of 100 North and 1525 West
Farmington, Utah
Terracon Project No. 61945045

E 1624058 J 2713 P 1228

Gentlemen:

We have performed a subsurface soils exploration for the above referenced project. The accompanying report presents the findings of the subsurface exploration and recommendations concerning the design of the residential foundations for the proposed subdivision.

We appreciate the opportunity to be of service to you on this project. Should you have any questions concerning this report, or if we may be of further assistance to you in any way, we are available at your convenience.

Respectfully submitted,

TERRACON CONSULTANTS WESTERN, INC.



William G. Turner, P. E.
Geotechnical Engineer



Curt Christensen, P. E.
Utah Operations Manager

In Triplicate

Offices of The Terracon Companies, Inc.

Arizona Tucson ■ Colorado Colorado Springs, Denver, Ft. Collins, Greeley, Longmont ■ Idaho Boise ■ Illinois Bloomington
Chicago, Rock Island ■ Iowa Cedar Falls, Cedar Rapids, Davenport, Des Moines, Storm Lake ■ Kansas Lenexa Topeka
Wichita ■ Minnesota St. Paul ■ Missouri Kansas City ■ Nebraska Lincoln, Omaha ■ Nevada Las Vegas
■ Oklahoma Oklahoma City, Tulsa ■ Texas Dallas ■ Utah Salt Lake City ■ Wyoming Cheyenne

Geotechnical, Environmental and Materials Engineers

QUALITY ENGINEERING SINCE 1965

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REPORT OF SUBSURFACE EXPLORATION

Terracon

Proposed ± 95-Acre Subdivision
SE Corner of 100 North and 5125 West
Farmington, Utah

E 1624058 1 2713 P 1230

INTRODUCTION

This report presents the results of a subsurface exploration for the proposed ± 95-acre subdivision to be located southeast of the intersection of 100 North and 1525 West in Farmington, Utah. Six borings extending to depths of approximately 17 to 42 feet below the existing ground surface were drilled at the site. The Project Vicinity Map, Boring Location Drawing, and individual boring logs are included with this report.

The purpose of this report is to describe the subsurface conditions encountered in the borings, analyze and evaluate the test data, and provide geotechnical recommendations regarding design of the foundations for the proposed subdivision.

PROPOSED CONSTRUCTION

We understand the proposed subdivision will encompass approximately 95 acres in area. This area will be subdivided into 70 lots, each lot being about 1 acre, and will include open areas. It is anticipated that one and two level houses, with half basements or no basements, will be constructed. Structural loads are expected to be relatively light with wall loads in the range of 1.5 to 2.5 kips per lineal foot.

SUBSURFACE EXPLORATION PROCEDURES

The boring locations were selected by Terracon personnel by tape measurement from existing features at the site. The boring elevations were not determined. The locations of the borings should be considered accurate only to the degree implied by the methods and means used to define them.

The borings were drilled with both truck-mounted and all terrain vehicle-mounted rotary drill rigs. Continuous flight hollow stem augers were used to advance the borings. Disturbed soil samples were obtained from the borings at various depths using a 2-inch outside-diameter split-spoon sampler driven as described for the Standard Penetration Test (SPT) in ASTM

specification D1586. The result of the SPT is a blow count or N value. The blow count is the number of blows from a 140-pound hammer free-falling from a height of 30 inches required to drive the split-spoon sampler the last 12 inches (or the interval indicated) of a typical 18-inch interval. The N value provides a reasonable indication of the in-place density of sandy type materials, but only provides an indication of the relative stiffness of cohesive materials since the blow count in these soils is a function of the moisture content. In addition, considerable care must be exercised in interpreting the blow count N values in gravelly soils, particularly where the size of the gravel particle exceeds the inside diameter of the sampler.

Relatively undisturbed samples were obtained by hydraulically pushing a 3-inch O.D. thin-wall tube sampler (shown as "ST" on logs) into subsurface soils, generally as described in ASTM specification D1587. The sampling intervals and depths, N-values, material descriptions, consistency evaluations, and encountered water levels are shown on the boring logs included in the Appendix.

LABORATORY TESTING AND CLASSIFICATION

Samples obtained during the field exploration were transferred to the laboratory where they were observed, tested, and classified in general accordance with ASTM D2488, which is based on the Unified Soil Classification System. The description and estimated group symbols of the soils indicated on the boring logs are in accordance with the enclosed General Notes and the Unified Soil Classification System. A brief description of this classification system is attached to this report.

Representative samples were selected for testing to determine the engineering and physical properties of the soil in general accordance with ASTM or other approved procedures.

Tests Conducted

Brief Description

Natural Moisture Content

Moisture content representative of field conditions at the time samples were taken.

Natural Dry Density

Dry unit weight of sample representative of in-situ, undisturbed condition.

Grain-size Distribution

Size and distribution of soil particles; that

	is, clay, silt, sand and gravel.
Percent Passing No 200 Sieve	Amount of clay and silt in a sample.
Atterberg Limits	The consistency and stickiness, as well as the range of moisture content within which the material is workable.
Consolidation	The amount that a soil sample compresses with loading and the influence of wetting on its behavior. For use in settlement analysis and foundation design.
Unconfined Compression	Shear strength of cohesive soil.
Sulfate	The potential of the soil to deteriorate normal strength concrete.

Results of all field and laboratory tests are summarized on the figures and table included in the Appendix. These data, along with the field information, were used to prepare the exploratory boring logs included in the Appendix.

SITE CONDITIONS

The site of the proposed subdivision is located on the south side of 100 North, also known as Clark Lane, and on the east side of 1525 West. The property is bordered on the north by 100 North Street, on the northeast by the D&RGW Railroad, on the east by 1100 West Street, on the south by agricultural/pasture land, and on the west by 1525 West Street. The site topography undulates somewhat, but generally slopes gently downward toward the northeast to southeast. A marshy area traverses the site from along the northeast boundary to the south central boundary. At the time of our field exploration, vegetation primarily consisted of grass, alfalfa and weeds.

SUBSURFACE CONDITIONS

Conditions encountered at each boring location are indicated on the individual boring logs. Stratification boundaries shown on the boring logs represent the approximate location of changes in the soil types. In-situ, the transition between materials may be gradual.

Based on the results of the borings, subsurface conditions may be generally described

as about 12 to 18 inches of topsoil overlying clay, silt, and sand. These materials may be generally described as follows:

Clay: Lean clay (CL) and/or silty clay (CL-ML) soils were encountered in all six borings. The clay was encountered beneath the topsoil in four borings to depths of 5 to 9 feet below the existing ground surface. The clay and silty clay were also encountered at other various depths in the six borings. These soils are medium to stiff with N values varying from 4 to 14 blows per foot. The natural moisture content ranges from about 19 to 37 percent, and the natural dry density is about 96 pounds per cubic foot (pcf). Sulfate tests indicate these soils have a water soluble sulfate content of about 0.014 percent.

Silt: Silt, silt with sand and sandy silt (ML) soils were encountered in all six borings. These soils were encountered beneath the topsoil or clay and at various other depths. These soils are typically medium in consistency with N values between 5 and 8 blows per foot. They are non-plastic and have a Liquid Limit of about 25. The natural moisture content ranges from about 21 to 32 percent, and the natural dry density varies from 89 to 106 pcf.

Consolidation tests indicate these soils are slightly to moderately compressible. Unconfined compression tests indicated strength values of 940 to 1610 pounds per square foot (psf). Sulfate tests indicate these silt soils have a water soluble sulfate content of about 0.0025 percent.

Sand: Silty/clayey sand with gravel (SM) was encountered in B-6 between depths of 11.5 and 18 feet below the existing ground surface. Test results indicate the silty fines are non-plastic. These sand soils vary from loose to medium dense with N values of 6 to 23 blows per foot. The natural moisture content ranges from about 14 to 17 percent.

Free Water Table: The borings were monitored during the field exploration and immediately after completion for the presence of free water. At the time of drilling,

free water was observed in the six borings at depths of 3.1 to 14.2 feet below the existing ground surface. Note that 1.5-inch diameter pipe was placed within two of the borings (B-1 and B-2) to facilitate future water level measurements. It should be recognized that fluctuations of the free water level may occur due to seasonal variations and the amount of rainfall, runoff, and other factors not evident at the time the borings were made. The evaluation of these factors is beyond the scope of this report.

ENGINEERING ANALYSIS

Seismic Considerations

The site is located within Seismic Zone 3 as designated by the Uniform Building Code. It will be necessary to design the residential structures to resist the seismic forces required for Zone 3. Typically, valley areas close to the Great Salt Lake contain more than 200 feet of relatively soft soils. Therefore, we estimate the subsurface profile at the site is best represented by Soil Type S_4 . The site is located approximately 2 miles west of the nearest trace of the Wasatch Fault Zone. Youngs *et al* (1987) indicate this particular segment is capable of generating a Magnitude 7.5 earthquake, which could create a peak horizontal acceleration of 0.67 g (Joyner and Boore, 1988) at the site.

Liquefaction Potential

Soil liquefaction occurs in granular soils during or after strong seismic ground shaking. Normally, the following conditions need to be present for liquefaction to occur:

- The soils are submerged (below water levels in the embankment);
- The soils are loose to medium dense (SPT N-values less than 30 blows per foot);
- Intense ground shaking occurs; and
- The duration of shaking is sufficient for the soils to lose shearing resistance.

If the granular soils contain more than about 35 percent fines, the following conditions also need to apply in order for liquefaction to occur:

- The clay-size particles are less than 15% of the specimen dry weight;
- The Liquid Limit is less than 35; and

- The moisture content of the in-place soil is greater than 0.9 times the Liquid Limit.

The soils encountered in our borings consist of clay, silt and sand. The clay and clayey sand soils contain clay-size particles greater than 15 percent of the dry weight, which excludes them from liquefaction. However, the silt and sand soils meet all the criteria above. Therefore, a liquefaction analysis was performed for the site using state-of-the-practice procedures outlined in Seed and Idriss (1982) and the Committee on Earthquake Engineering (1985). These procedures use the N-values obtained from the Standard Penetration Test (SPT) performed during drilling. The procedures also account for soil effective and overburden pressures, and the amount of fines contained in the granular material.

The results of the liquefaction analysis are presented in the table below. These results indicate that some of the subsurface silt layers will liquefy (factor of safety, F.S., less than 1.0) during a Magnitude 7.5 earthquake occurring on the nearby Wasatch Fault. Note that liquefiable layers were not encountered in borings B-2 and B-3, and that the liquefiable soils in the other four borings are limited to the layers listed in the table below. Since the liquefiable soils are mostly silt with very little sand, it appears that if liquefaction does occur it will likely be manifest in the form of localized settlement and perhaps lateral spreading near the marsh area. The foundations of the residential structures can be strengthened to significantly reduce damage due to liquefaction of subsurface soils, but such mitigation will not prevent settlement or lateral movement of the structures.

BOR. NO.	WATER DEPTH (ft)	DEPTH (ft)	USC	UNIT WEIGHT (pcf)	MEAS. N	C _n	(N ₁) ₆₀	FINES (%)	R _d	MCE=7.50 a=0.67 g		
										CSRE	CSRL	F.S.
B-1	14.0	16.5	ML	120	5	1.05	5.2	85	0.965	0.455	0.125	0.28
B-4	8.5	11.5	ML	120	8	1.29	10.4	92	0.977	0.491	0.192	0.39
		21.5	ML	120	5	1.06	5.3	82	0.952	0.603	0.127	0.21
B-5	12.0	11.5	ML	120	6	1.20	7.2	95	0.977	0.424	0.151	0.36
		16.5	ML	120	5	1.08	5.4	85	0.965	0.488	0.128	0.26
B-6	5.5	12.5	SM	115	23	1.36	31.3	14	0.975	0.594	N/A	1.5

Site Grading

Although site grading plans were not available at the time of our investigation, judging from the existing site topography and the type of development planned, it appears that relatively shallow cuts and fills may be required. The exploratory borings indicate that clay and silt will be the predominant soils encountered in the excavations to the depths anticipated. Excavation of the soils to the depths anticipated can probably be accomplished with most heavy-duty earth excavating equipment. However, due to the close proximity of free water to the ground surface in some areas, the near-surface soils may rut and pump under rubber-tired construction equipment in those areas. If use of rubber-tired equipment becomes problematic, track-mounted equipment can be used.

Approximately 12 to 18 inches of topsoil was encountered in the borings; the topsoil is unsuitable for support of structures and will thus require removal prior to construction.

Foundations

Generally, the residence foundations may be supported on conventional strip or spread footings placed in undisturbed natural soils. With the relatively light structural loads expected to be imposed by the houses, total and differential settlements on the order of 1-inch and 1/2-inch, or less, are expected for foundations placed on native silt or clay soils and designed in accordance with Uniform Building Code requirements. These estimated settlements do not include any settlement or lateral movement that may occur due to liquefaction. Strengthening the foundations can reduce damage due to liquefaction of subsurface soils, but such mitigation will not prevent settlement or lateral movement of the structures. Note that shallow free water levels were encountered in some of the borings, which indicates that full basements for the residential structures may not be feasible.

Floor Slabs

The natural on-site soils are suitable for support of lightly loaded slab-on-grade construction after the topsoil and any loose or soft soils are removed.

Water Soluble Sulfates

The concentration of water soluble sulfates measured in the representative samples tested in the laboratory varied from 0.0025 percent to 0.014 percent. These concentrations

represent a negligible degree of sulfate attack on Portland cement concrete exposed to these materials. The degree of attack is based on a range of negligible, moderate, severe, and very severe as presented in the American Concrete Institute Standard 318. Therefore, sulfate resistant cement will not likely be required for concrete exposed to on-site soils.

RECOMMENDATIONS

The recommendations provided below should be carefully reviewed along with the "Engineering Analysis" section.

Site Grading

1. All topsoil and any debris, organic material, and other deleterious materials should be removed from beneath the proposed buildings. These materials are considered unsuitable for use as fill or backfill, but the topsoil may be stockpiled and used for landscaping purposes.
2. All fill and backfill should be approved by the geotechnical engineer, moistened to near optimum moisture content, placed in uniform lifts, and compacted to the following minimum percentages of the maximum dry density as determined by ASTM D698:

a. Below Foundations	98%
b. Below Floor Slabs	95%
c. Trench Backfill	95%
d. Foundation Backfill	95%
3. It is the responsibility of the contractor to provide safe working conditions in connection with underground excavations.

Foundations

4. Foundations supported on the undisturbed soils should be designed for an allowable soil bearing pressure in accordance with the Uniform Building Code, provided the estimated settlements outlined in the Engineering Analysis are acceptable. Strengthening the foundations should be considered to reduce some of the possible effects of liquefaction.
5. Exterior footings should be placed at least 30 inches below adjacent finished grade for

frost protection.

E 1624058 B 2713 P 1238

6. Resistance to lateral loads at the bottom of the footings can be calculated based on a coefficient of friction of 0.25. Passive pressure against the sides of the footing can be calculated using an equivalent fluid pressure of 250 pounds per cubic foot per foot of depth. These are ultimate friction and passive pressure values and should be used with appropriate safety factors in design.
7. Areas of loose soils encountered in the footing excavations or beneath floor slabs should be removed and the footings extended to adequate undisturbed natural bearing soil. As an alternate, the loose soil may be removed and replaced with structural fill placed and compacted in accordance with Recommendation 2 above.
8. Structural fill placed below footings should extend 1 foot laterally beyond each side of the footing for each foot of depth below the footing.
9. Care should be taken when excavating the foundation to minimize disturbing the supporting soils.

Drainage

10. Develop and maintain site grades which will rapidly drain surface and roof runoff away from the foundation and pavement soils, both during and after construction.

General

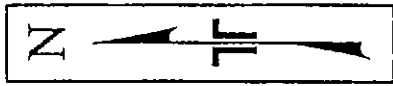
The analysis and recommendations presented in this report are based upon the data obtained from the borings drilled at the indicated locations and from other information discussed in this report. This report does not reflect variations which may occur between borings or across the site. The nature and extent of such variations may not become evident until construction. If variations appear evident it will be necessary to reevaluate the recommendations of this report.

This report has been prepared for the exclusive use of our client with specific

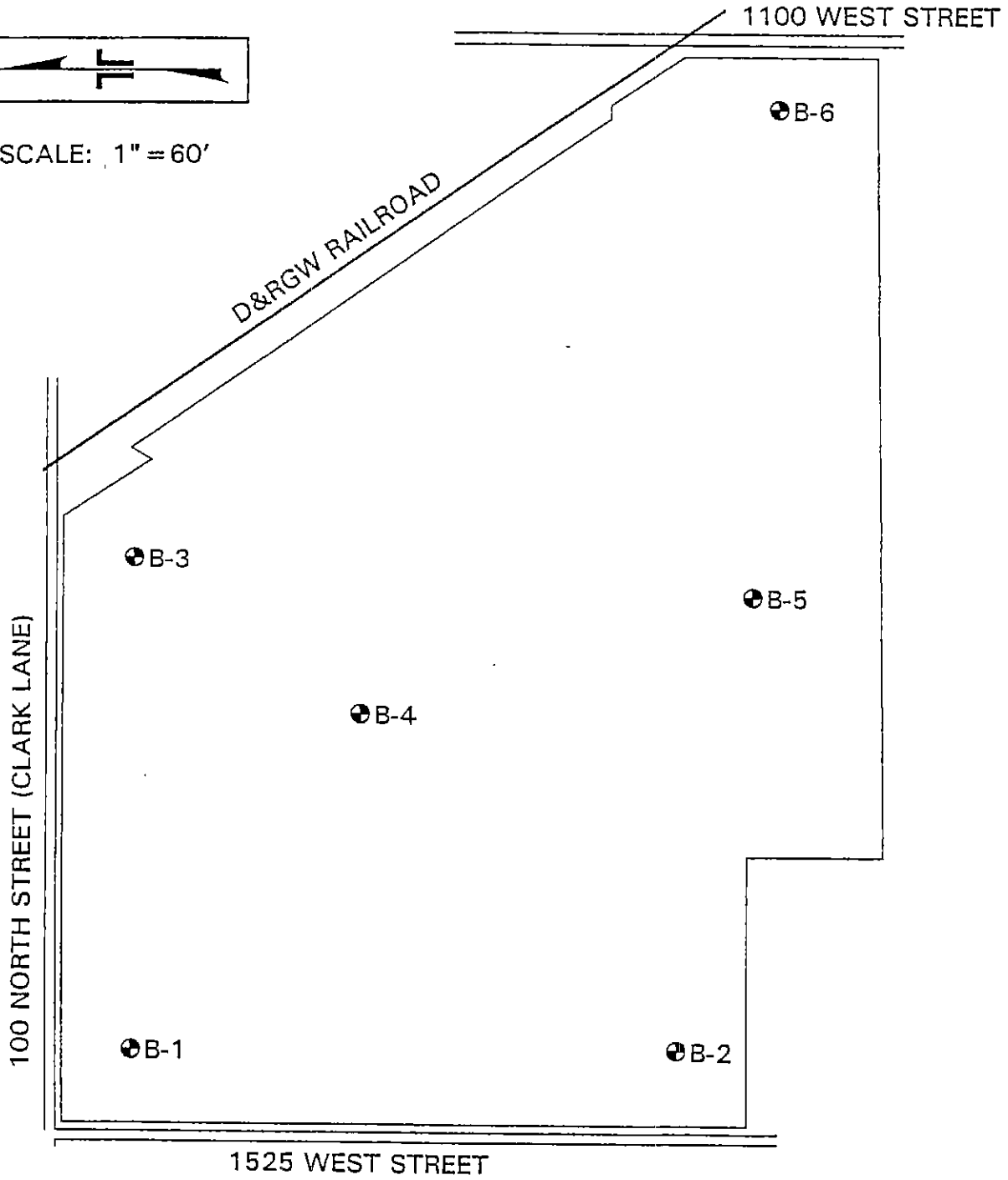
application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied, are provided. In the event that any changes in the nature, design or location of the project as outlined in this report are planned, the recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions of this report modified or verified in writing by the geotechnical engineer.

REFERENCES

- Committee on Earthquake Engineering (National Research Council), 1985, *Liquefaction of Soils During Earthquakes*, National Academy Press, Washington, D.C., 240 p.
- Joyner, W.B., and Boore, D.M., 1988, "Measurement, Characterization, and Prediction of Strong Ground Motion," *in Earthquake Engineering and Soil Dynamics II -- Recent Advances in Ground-Motion Evaluation*, Von Thun, J.L., editor: New York, American Society of Civil Engineers Geotechnical Special Publication No. 20, p. 43-102.
- Seed, H.B. and Idriss, I.M., 1982, *Ground Motions and Soil Liquefaction During Earthquakes*, Earthquake Engineering Research Institute Nomograph Series, 134 p.
- Youngs, R.R. *et al*, 1987, "Probabilistic Analysis of Earthquake Ground Shaking Hazard Along the Wasatch Front, Utah," *in Assessment of Regional Earthquake Hazards and Risk Along the Wasatch Front, Utah*, Gori, P.L., and Hays, W.W., editors: U.S. Geological Survey Open-File Report 87-585, Vol. II, p. M-1 to M-110.



SCALE: 1" = 60'



LEGEND
 ⊕B-6 APPROXIMATE BORING LOCATION

BORING LOCATION DRAWING

Proposed ±95-Acre Subdivision
Farmington, Utah

JOB # 61945045

DATE: August 1994

BY: WGT

Terracon

APPENDIX

LOGS OF EXPLORATORY BORINGS
GENERAL NOTES
UNIFIED CLASSIFICATION SYSTEM
LABORATORY TEST RESULTS - FIGURES AND TABLE 1

LOG OF BORING NO. B-1

OWNER		ARCHITECT/ENGINEER							
		Prospector Engineering							
SITE		PROJECT							
Farmington, Utah		Proposed 95-Acre Subdivision							
GRAPHIC LOG	Approx. Surface Elev.: ft. Location: Near NW corner of site	DEPTH (FT.)	SAMPLES				TESTS		
	DESCRIPTION		USCS SYMBOL	NUMBER	TYPE	RECOVERY	SPT - N BLOWS / FT.	MOISTURE, %	DRY DENSITY PCF
1.0	Topsoil								
	Silt with sand (ML): moist to very moist, brown, trace of gravel	5	ML	1	ST	2.0		21	96
5.0									
	Silty Clay (CL-ML): stiff to medium, moist to very moist, brown		CL-ML	2	SPT	1.5	12	23	
		10	CL-ML	3	SPT	2.0	7	25	
14.0									
	Silt with sand (ML): medium, wet, brown	15	ML	4	SPT	2.0	5		
17.0									
	Bottom of Boring at 17 feet Water encountered at 14.2 feet at time of drilling 1.5-inch PVC placed in hole for future water level measurements								

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL AND ROCK TYPES: IN-SITU, THE TRANSITION MAY BE GRADUAL.

Calibrated Hand Penetrometer*

WATER LEVEL OBSERVATIONS		<h1 style="font-size: 2em; margin: 0;">Terracon</h1>	BORING STARTED		7-28-94
WL	▽		BORING COMPLETED		7-28-94
WL			RIG		FOREMAN
WL			APPROVED	WGT	JOB # 61945045

LOG OF BORING NO. B-2

OWNER		ARCHITECT/ENGINEER							
		Prospector Engineering							
SITE		PROJECT							
Farmington, Utah		Proposed 95-Acre Subdivision							
GRAPHIC LOG	Approx. Surface Elev.: ft. Location: Near SW corner of site	DEPTH (FT.)	USCS SYMBOL	SAMPLES				TESTS	
	DESCRIPTION			NUMBER	TYPE	RECOVERY	SPT - N BLOWS / FT.	MOISTURE, %	DRY DENSITY PCF
1.0	Topsoil								
7.0	Lean Clay (CL): stiff, slightly moist, dark brown	5	CL	1	SPT	2.0	14	22	
9.0	Silt with sand (ML): wet, grayish brown		CL/ML	2	ST	1.0		24 104	
14.0	Silty Clay (CL-ML): stiff, wet, grayish brown	10	CL-ML	3	SPT	1.5	10	25	
17.0	Lean Clay (CL): medium to stiff, wet, grayish brown, some thin sand lenses	15	CL	4	SPT	1.5	8	22	
Bottom of Boring at 17 feet Water encountered at 3.4 feet at time of drilling 1.5-inch PVC placed in hole for future water level measurements									

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL AND ROCK TYPES: IN-SITU, THE TRANSITION MAY BE GRADUAL. Calibrated Hand Penetrometer*

WATER LEVEL OBSERVATIONS		<h2 style="margin: 0;">Terracon</h2>	BORING STARTED 7-28-94	
WL			BORING COMPLETED 7-28-94	
WL			RIG	FOREMAN
WL			APPROVED WGT	JOB # 61945045

LOG OF BORING NO. B-3

OWNER		ARCHITECT/ENGINEER						
		Prospector Engineering						
SITE		PROJECT						
Farmington, Utah		Proposed 95-Acre Subdivision						
GRAPHIC LOG	Approx. Surface Elev.: ft. Location: Near NE corner of site DESCRIPTION	DEPTH (FT.)	SAMPLES				TESTS	
			USCS SYMBOL	NUMBER	TYPE	RECOVERY	SPT - N BLOWS / FT.	MOISTURE, %
1.0	Topsoil							
9.0	Lean Clay (CL): medium, slightly moist, dark brown to black, some roots and organics in upper 4 feet	CL	1	SPT	0.25	6		
14.0	Silt (ML): very moist, grayish brown, trace of sand	ML	3	ST	2.0		24	100
16.0	Poorly Graded Sand with silt (SP-SM): wet, dark gray	SP-SM	4	SPT	2.0	5		
17.0	Silty Clay (CL-ML): medium, wet, grayish brown	CL-ML						
Bottom of Boring at 17 feet Water encountered at 3.1 feet at time of drilling								

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL AND ROCK TYPES: IN-SITU, THE TRANSITION MAY BE GRADUAL. Calibrated Hand Penetrometer*

WATER LEVEL OBSERVATIONS	
WL ∇	∇
WL	
WL	



BORING STARTED		7-28-94
BORING COMPLETED		7-28-94
RIG	FOREMAN	
APPROVED	WGT	JOB # 61945045

LOG OF BORING NO. B-4

OWNER		ARCHITECT/ENGINEER							
		Prospector Engineering							
SITE		PROJECT							
Farmington, Utah		Proposed 95-Acre Subdivision							
GRAPHIC LOG	DESCRIPTION	DEPTH (FT.)	USCS SYMBOL	SAMPLES				TESTS	
				NUMBER	TYPE	RECOVERY	SPT - N BLOWS / FT.	MOISTURE, %	DRY DENSITY PCF
33.5									
35	Lean Clay (CL): medium to stiff, wet, grayish brown, some dark gray silty sand lenses	35	CL	8 SPT	2.0	5			
40		40	CL	9 SPT	1.5	14			
42.0	Bottom of Boring at 42 feet Water encountered at 8.7 feet at time of drilling								

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL AND ROCK TYPES: IN-SITU, THE TRANSITION MAY BE GRADUAL. Calibrated Hand Penetrometer*

WATER LEVEL OBSERVATIONS	
WL	
WL	
WL	



BORING STARTED	7-28-94
BORING COMPLETED	7-28-94
RIG	FOREMAN
APPROVED WGT	JOB # 61945045

LOG OF BORING NO. B-5

OWNER		ARCHITECT/ENGINEER							
		Prospector Engineering							
SITE		PROJECT							
Farmington, Utah		Proposed 95-Acre Subdivision							
GRAPHIC LOG	DESCRIPTION	DEPTH (FT.)	SAMPLES				TESTS		
			USCS SYMBOL	NUMBER	TYPE	RECOVERY	SPT - N BLOWS / FT.	MOISTURE, %	DRY DENSITY PCF
1.0	Topsoil								
5.0	Lean Clay with sand (CL): stiff, slightly moist, dark brown	5	CL	1	SPT	1.5	14	21	
9.0	Silty Clay (CL-ML): stiff, moist to very moist, brown, trace of sand		CL-ML	2	SPT	1.0	11	23	
13.5	Silt (ML): medium, very moist to wet, gray	10	ML	3	SPT	1.0	6	25	
17.0	Silt with sand (ML): medium, wet, gray	15	ML	4	SPT	1.5	5	32	
Bottom of Boring at 17 feet Water encountered at 12.1 feet at time of drilling									

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL AND ROCK TYPES: IN-SITU, THE TRANSITION MAY BE GRADUAL.

Calibrated Hand Penetrometer*

WATER LEVEL OBSERVATIONS		<h2 style="margin: 0;">Terracon</h2>	BORING STARTED		7-28-94
WL	▽		BORING COMPLETED		7-28-94
WL			RIG		FOREMAN
WL			APPROVED	WGT	JOB # 61945045

LOG OF BORING NO. B-6

OWNER		ARCHITECT/ENGINEER						
SITE		PROJECT						
Farmington, Utah		Proposed 95-Acre Subdivision						
GRAPHIC LOG	DESCRIPTION	DEPTH (FT.)	USCS SYMBOL	SAMPLES			TESTS	
				NUMBER	TYPE	RECOVERY	SPT - N BLOWS / FT.	MOISTURE, %
	Approx. Surface Elev.: ft. Location: Near SE corner of site							
	1.5 Topsoil							
	Lean Clay (CL): medium, moist to wet, mottled gray and brown with some orange staining, trace of organics, trace of sand							
	6.0 - color changes to olive gray at 5 feet	5	CL/ML	1 SPT	1.0	5	37	
	Sandy Silt (ML): medium, wet, brown - some gravel from 7.5 to 8 feet							
	11.5	10	ML	2 ST	1.0		26	106
	14.0 Silty Sand with gravel (SM): medium dense, wet, dark gray							
	14.0		SM	3 SPT	0.7	23	14	
	18.0 Clayey Sand with gravel (SC): loose, wet, dark gray							
	18.0	15	SC	4 SPT	0.7	6	17	
	27.0 Silty Sand with gravel (SM): dark gray, wet							
	27.0	20	ML	5 ST	0.6			
		25	ML	6 ST	2.0		30	94
	Silty Clay (CL-ML): stiff to medium, very moist to wet, gray, some 1-inch thick sand lenses							
		30	CL-ML	7 SPT	1.0	13	29	
			CL-ML	8 SPT	1.0	5	28	

Continued Next Page

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL AND ROCK TYPES: IN-SITU, THE TRANSITION MAY BE GRADUAL.		Calibrated Hand Penetrometer*	
WATER LEVEL OBSERVATIONS		BORING STARTED 8-5-94	
WL	▽	BORING COMPLETED 8-5-94	
WL		RIG	FOREMAN
WL		APPROVED WGT	JOB # 61945045



LOG OF BORING NO. B-6

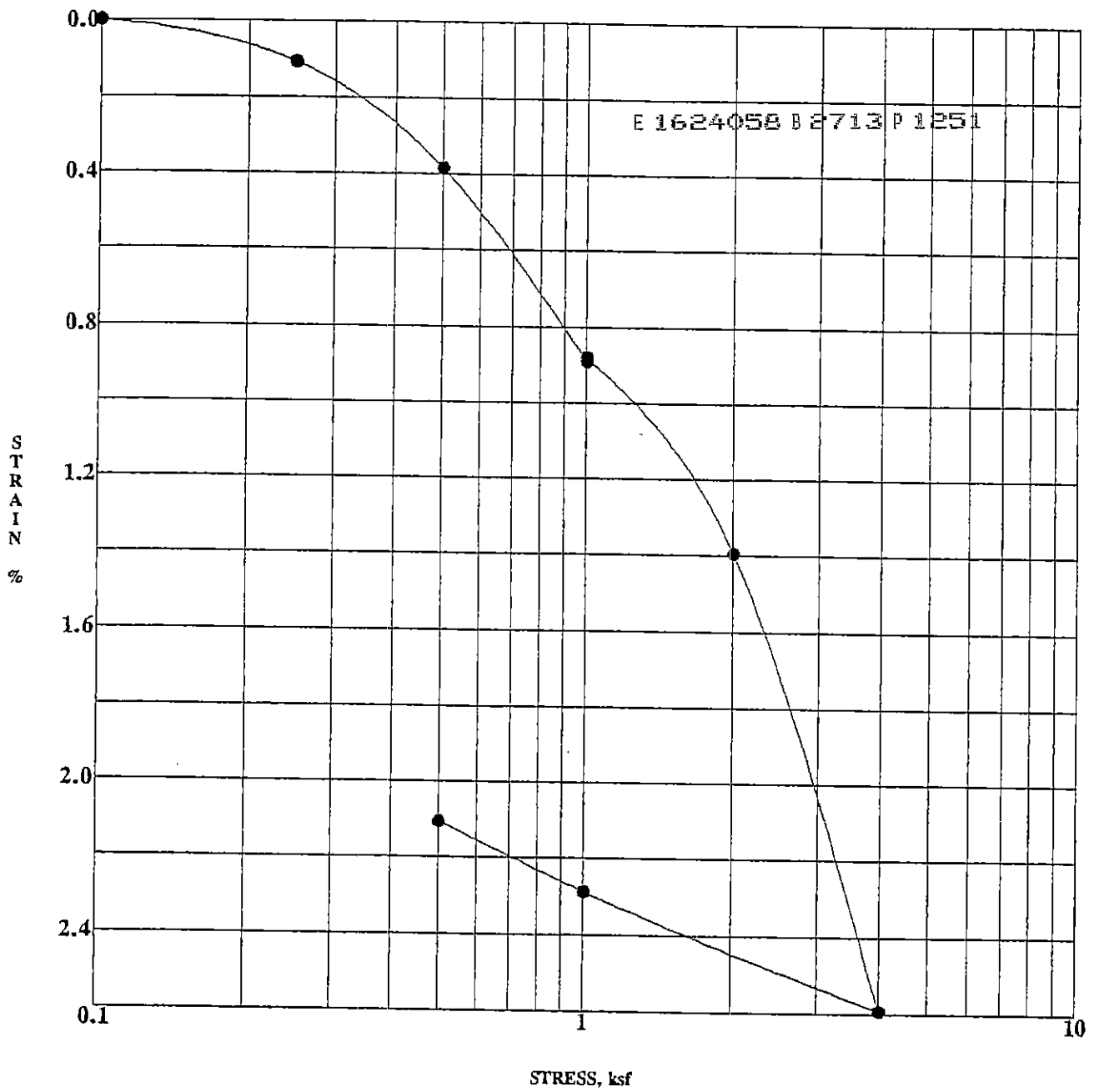
OWNER		ARCHITECT/ENGINEER							
SITE		PROJECT							
Farmington, Utah		Proposed 95-Acre Subdivision							
GRAPHIC LOG	DESCRIPTION	DEPTH (FT.)	USCS SYMBOL	SAMPLES			TESTS		
				NUMBER	TYPE	RECOVERY	SPT - N BLOWS / FT.	MOISTURE, %	DRY DENSITY PCF
37.0	Lean Clay (CL): stiff, very moist, gray	35	CL-ML	9	ST	2.0		27	96
			CL	10	SPT	1.0	8		
		40	CL	11	SPT	1.0	12		
	Bottom of Boring at 41.5 feet Water encountered at 5.5 feet at time of drilling								

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL AND ROCK TYPES: IN-SITU, THE TRANSITION MAY BE GRADUAL. Calibrated Hand Penetrometer*

WATER LEVEL OBSERVATIONS	
WL	▽
WL	
WL	



BORING STARTED	8-5-94
BORING COMPLETED	8-5-94
RIG	FOREMAN
APPROVED WGT	JOB # 61945045



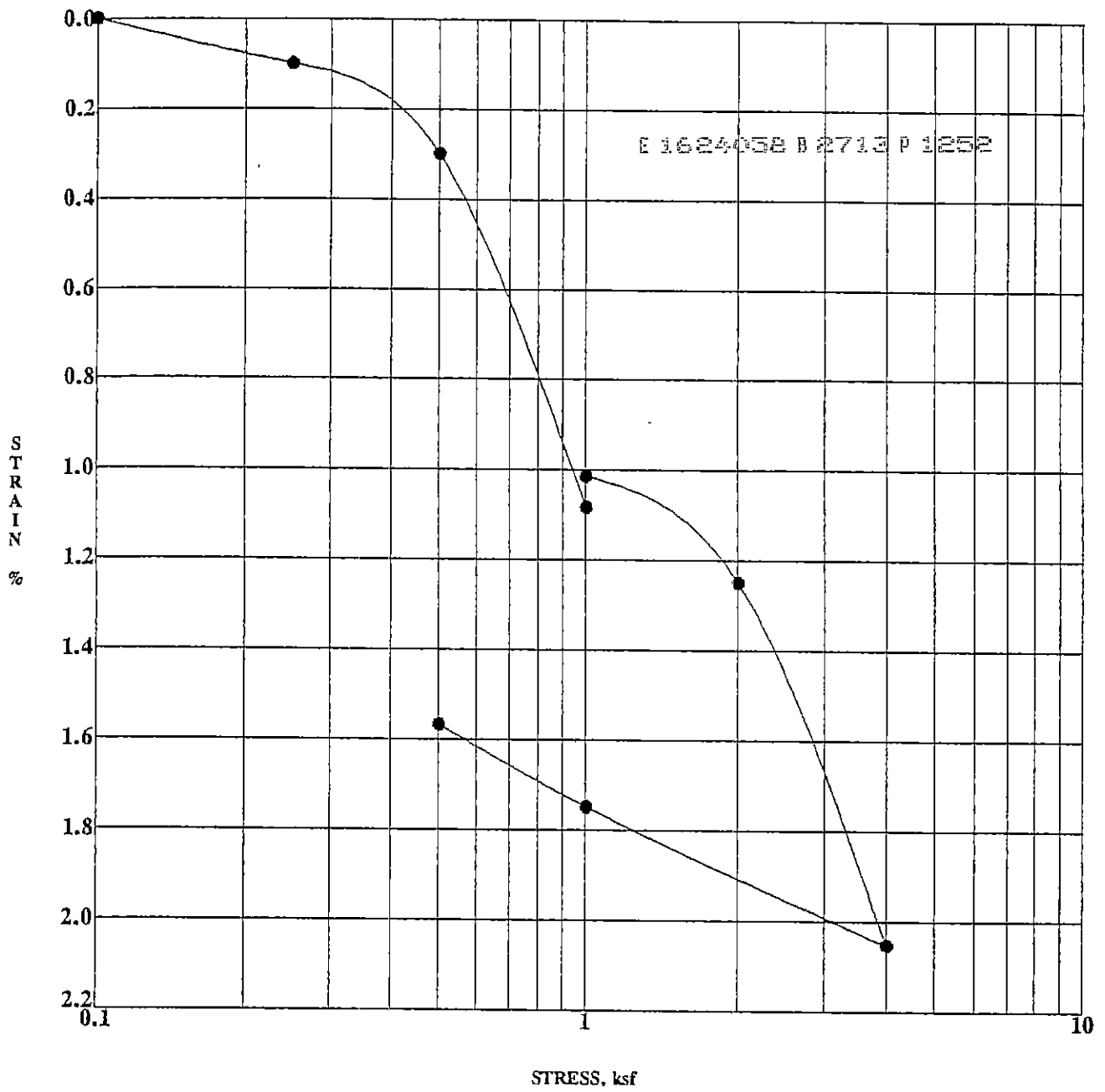
Specimen Identification		Classification	DD	MC%
●	B-2 6.0	Silt with sand (ML)	104	25

PROJECT Proposed 95-Acre Subdivision - Farmington,
Utah

JOB NO. 61945045
DATE 8/25/94

CONSOLIDATION TEST
Terracon Consultants, Inc.
Salt Lake City, Utah

TERRACON CONSULTANTS, INC. 100 SOUTH 1000 WEST, SALT LAKE CITY, UTAH 84143

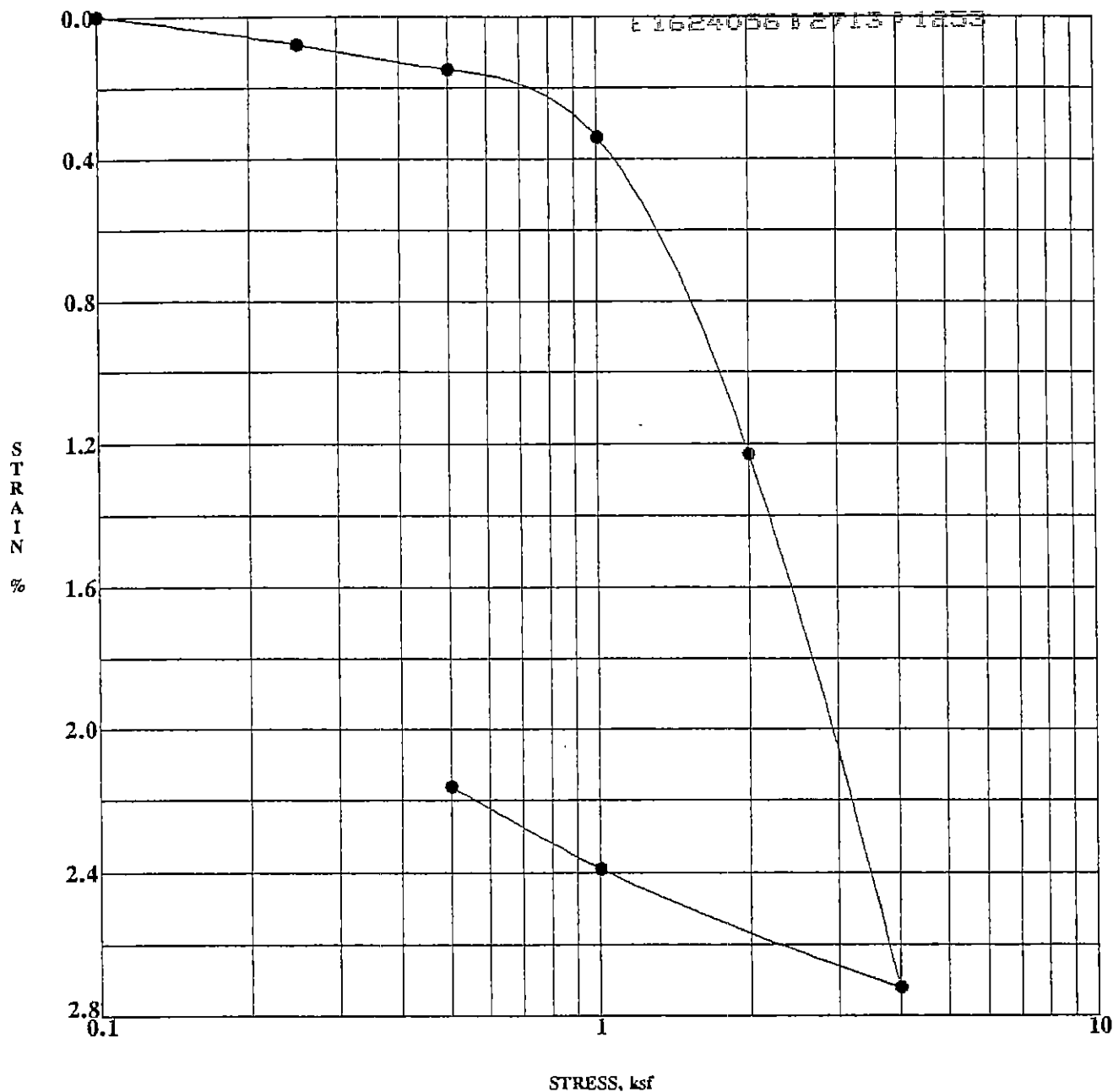


Specimen Identification	Classification	DD	MC%
● B-3 10.0	Silty Clay (CL-ML)	100	23

PROJECT Proposed 95-Acre Subdivision - Farmington, Utah

JOB NO. 61945045
DATE 8/25/94

CONSOLIDATION TEST
Terracon Consultants, Inc.
Salt Lake City, Utah

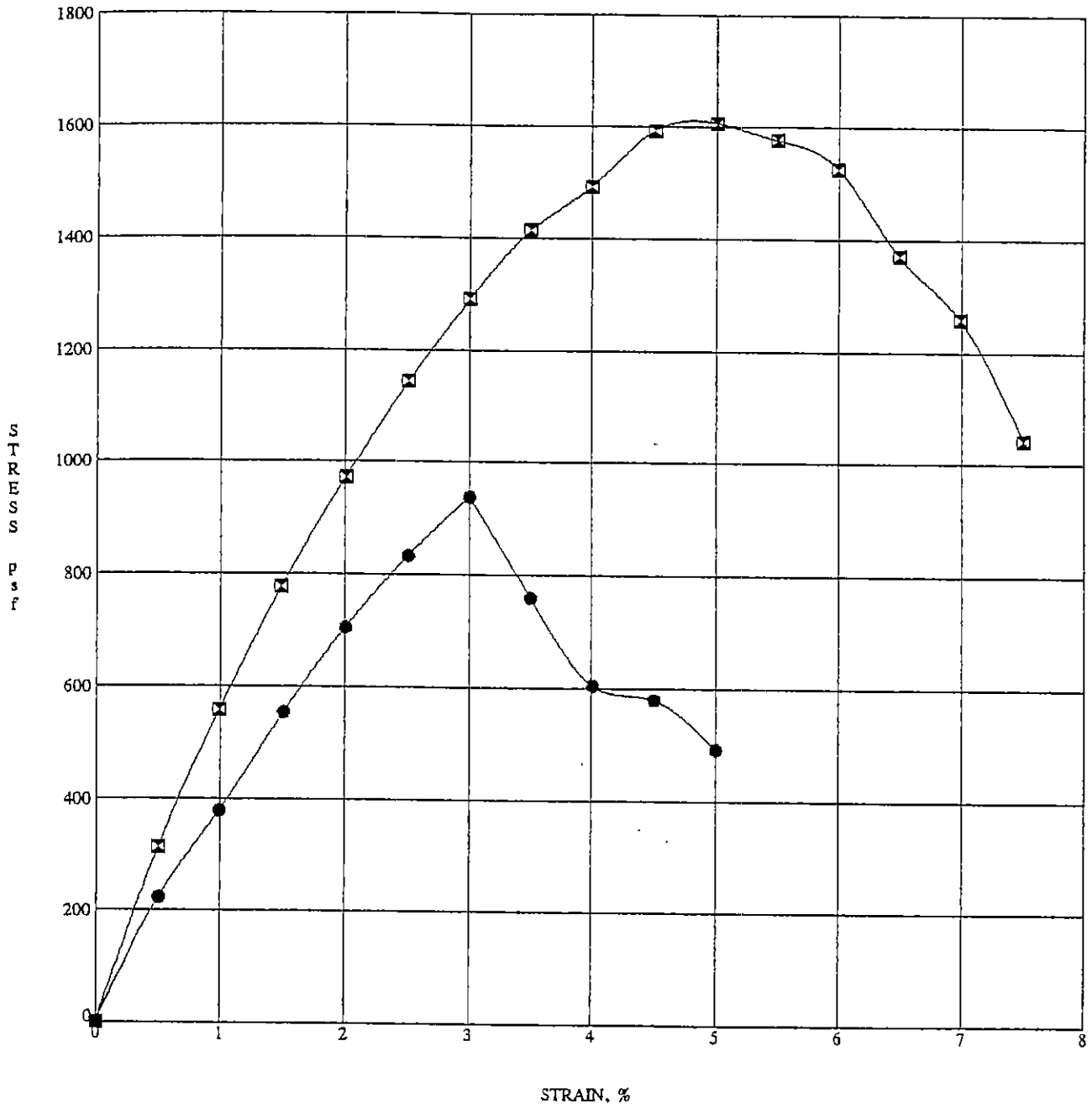


Specimen Identification	Classification	DD	MC%
● B-6 10.0	Sandy Silt	106	26

PROJECT Proposed 95-Acre Subdivision - Farmington,
Utah

JOB NO. 61945045
DATE 8/25/94

CONSOLIDATION TEST
Terracon Consultants, Inc.
Salt Lake City, Utah



Specimen Identification	Classification	DD	MC%
● B-2 6.0	Silt with sand (ML)	104	24
☒ B-3 10.0	Silty Clay (CL-ML)	100	24

PROJECT Proposed 95-Acre Subdivision - Farmington, Utah

JOB NO. 61945045
DATE 8/25/94

UNCONFINED COMPRESSION TEST
Terracon Consultants, Inc.
Salt Lake City, Utah

Table 1

SUMMARY OF LABORATORY TEST RESULTS

Proposed ±95-Acre Subdivision - Farmington, Utah

Project No. 61945045

SAMPLE LOCATION		NATURAL MOISTURE CONTENT (%)	NATURAL DRY DENSITY (PCF)	GRADATION			ATTERBERG LIMITS		WATER SOLUBLE SULFATE (%)	UNCONFINED COMPRESSIVE STRENGTH (PSF)	UNIFIED SOIL CLASSIFICATION
BORING NO.	DEPTH (FEET)			GRAVEL (%)	SAND (%)	SILT and CLAY (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)			
B-5	2.0-4.0	21						0.014		Lean Clay (CL)	
	6.0-8.0	23								Silty Clay (CL-ML)	
	10.0-12.0	25			95					Silt (ML)	
	15.0-17.0	32								Silt with sand (ML)	
B-6	5.0-6.0	37								Lean Clay (CL)	
	10.0-11.5	20	106							Sandy Silt (ML)	
	11.5-13.0	14		32	54	14				Silty Sand with gravel (SM)	
	15.0-16.5	17								Clayey Sand with gravel (SC)	
	20.0-22.0			1	14	85	No Value	Non-Plastic		Silt with Sand (ML)	
25.0-27.0	30	94							Silt with Sand (ML)		
27.0-28.5	29								Silty Clay (CL-ML)		
30.0-31.5	28				94				Silty Clay (CL-ML)		
35.0-37.0	27	96							Silty Clay (CL-ML)		

P 1256

EXHIBIT "G"

Estimated Costs for Water System Development Project

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Exhibit G

FARMINGTON CITY WATER SYSTEM IMPROVEMENTS FOR FARMINGTON RANCHES / FARMINGTON GREENS

Phase I	Location	Description	Quantities	Units	Unit Cost	Total Amount	Impact Expense	Boyer / Farmington Green Development Project Needs	Farmington Ranches Portion of Costs	Farmington Greens Portion of Costs	Farmington City Portion of Costs
WATER LOOP LINE PHASE											
	1525 W from Shephard Lane near Set Court to Clark Lane	12-inch PVC at 1525 West	6100	LF	\$ 35.00	\$ 213,500.00	\$ 213,500.00	\$ 213,500.00	65.15%	20.90%	13.95%
	Clark Lane and up Clark Lane to 1100 West	12-inch PVC at Clark Lane	2700	LF	\$ 35.00	\$ 94,500.00	\$ 94,500.00	\$ 94,500.00			
		L-15 and Rail Road Boring at 1525 W			Job \$	150,000.00	\$ 150,000.00	\$ 150,000.00			
		Rail Road Boring at 1525 West			Job \$	30,000.00	\$ 30,000.00	\$ 30,000.00			
		Rail Road Boring at Clark Lane			Job \$	30,000.00	\$ 30,000.00	\$ 30,000.00			
	1525 West from Clark Lane South along Boyer	10-inch PVC	1700	LF	\$ 30.00	\$ 51,000.00	\$ 51,000.00	\$ 51,000.00			
		Subtotal					\$ 569,000.00	\$ 569,000.00			
		Engineering					\$ 85,350.00	\$ 85,350.00			
		Contingency					\$ 56,900.00	\$ 56,900.00			
		Total Costs PHASE I					\$ 711,250.00	\$ 711,250.00	463,379.00	148,651.00	99,220.00
PHASE II											
ACQUISITION AND DESIGN PHASE											
A	Site Acquisition costs	1 Property costs (estimate)	1.4			\$ 124,165.00	\$ 124,165.00	\$ 124,165.00			
		2 Engineering - Preliminary siting & survey work, mtgs, etc			job \$	10,000.00	\$ 10,000.00	\$ 10,000.00			
		3 Engineering - Geotechnical & seismic			job \$	15,000.00	\$ 15,000.00	\$ 15,000.00			
		4 Cost of Appraisal Fees			job \$	3,500.00	\$ 3,500.00	\$ 3,500.00			
		5 Attorney Fees			job \$	1,500.00	\$ 1,500.00	\$ 1,500.00			
		6 Condemnation Costs, Legal, Expert witness, etc			job \$	20,000.00	\$ 20,000.00	\$ 20,000.00			
		Subtotal					\$ 174,165.00	\$ 174,165.00			
		Contingency					\$ 13,500.00	\$ 13,500.00			
							\$ 187,665.00	\$ 187,665.00			
		Total Costs PHASE II					\$ 86,608.80	\$ 86,608.80	179,689.00	57,323.00	38,261.80
PHASE III											
CONSTRUCTION PHASE											
	2.0 MG Reservoir at Glovers Lane	2.0 MG Reservoir Construction	Lump Sum		Job \$	625,000.00	\$ 625,000.00	\$ 625,000.00			
		20-inch DIP	1600	LF	\$ 45.00	\$ 72,000.00	\$ 72,000.00	\$ 72,000.00			
	Well No. 2 Upgrade and Expansion	Well Const. & Transmission Pipeline	Lump Sum		Job \$	472,000.00	\$ 472,000.00	\$ 472,000.00			
		Booster Pump Station at Well No. 2	Lump Sum		Job \$	45,000.00	\$ 45,000.00	\$ 45,000.00			
	Connection Line from Well No. 2 to Glovers Lane	12-inch DIP	3900	LF	\$ 45.00	\$ 175,500.00	\$ 175,500.00	\$ 175,500.00			
	Transmission Pipeline	Subtotal					\$ 1,082,610.00	\$ 1,082,610.00			
		Engineering 7%					\$ 75,782.70	\$ 75,782.70			
		Contingency					\$ 108,261.00	\$ 108,261.00			
		Total Costs PHASE III					\$ 1,266,653.70	\$ 1,266,653.70	824,924.00	265,922.00	175,907.70
Subtotal (construction costs)											
		Plus Engineering (15%)				\$ 2,107,565.00	\$ 1,775,775.00	\$ 1,775,775.00			
		Plus Contingency (10%)				\$ 316,149.75	\$ 265,366.25	\$ 265,366.25			
		Total Estimated Cost				\$ 2,107,565.00	\$ 2,107,565.00	\$ 2,107,565.00	1,466,992.00	471,796.00	313,369.00

Exhibit H

Farmington City
 Cost of Water Development For
 South/West Farmington Area

6-Jun-2000

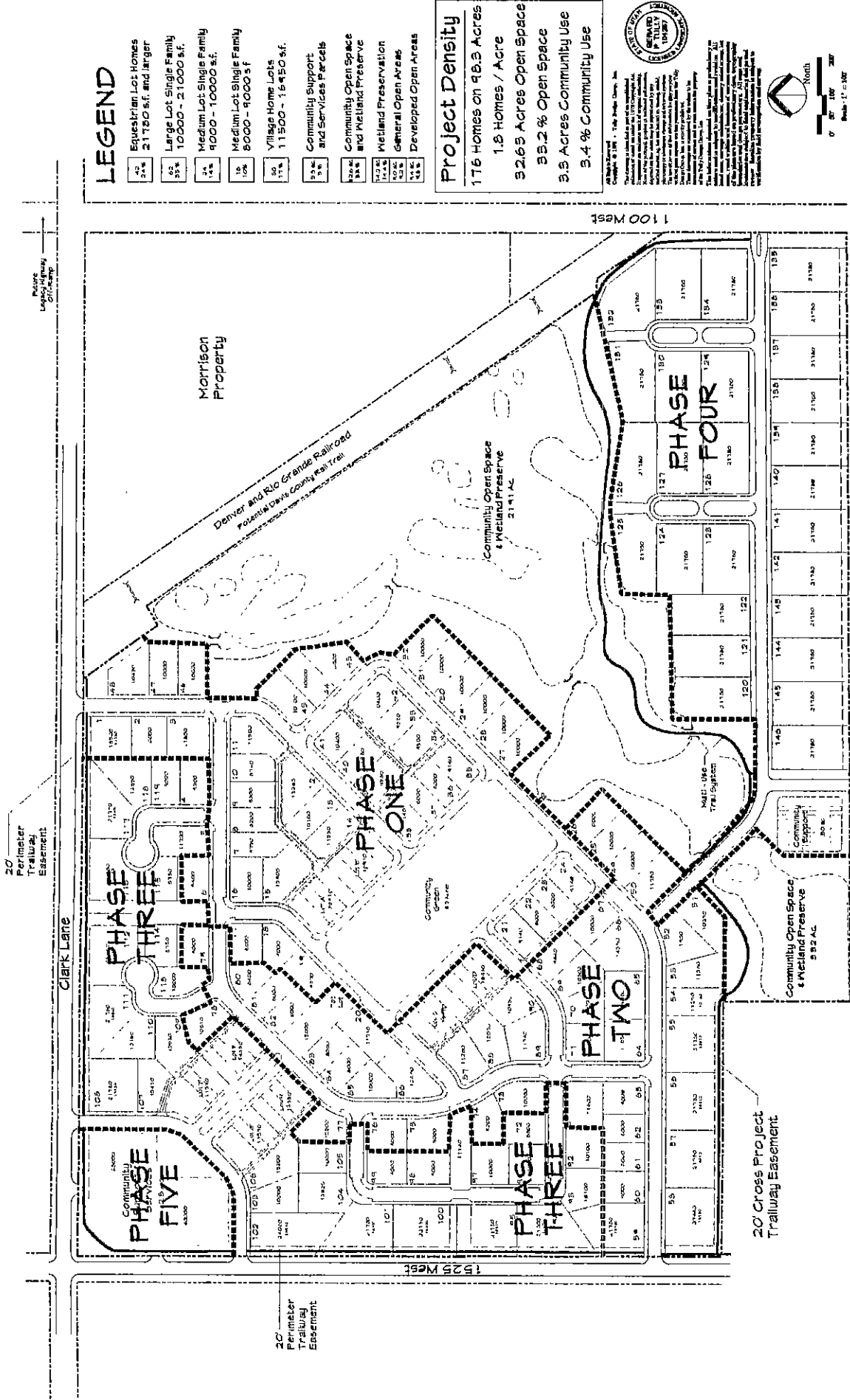
E 1624058 D 2713 P 1259

		<u>Proposed Fees For Development</u>
Total Cost for Development of Area		\$ 2,252,177.50
Developers Pre-Paid Impact Fees		
Initial Developers:		
The Boyer Co. (Wheeler Farms) (75.7%)		
540 lots, School (6 lots) & Church site (1 lot) = 547 lots total (547*2156)		1,179,332.00
191 lots with 1" connections \$3665 each		
356 lots with 3/4" Connections \$2156 each		
Total Water Impact Fees for Development		1,179,332.00
Farmington Greens (24.3%)		
176 Lots (176*2156)		379,456.00
42 lots with 1" connections \$3665 each		
134 lots with 3/4" connections \$2156 each		
Total Water Impact Fees for Development		379,456.00
Total Fees for Initial developments		\$ 1,558,788.00
Remainder of Costs Requiring Additional Financing		\$ 693,389.50
Less Amt Paid by CITY		\$ 313,389.50
*** Developers Portion (to be paid back by city)		\$ 380,000.00
Wheeler Farms is 75.7 % of Initial Development which equals		287,660.00
Farmington Greens is 24.3 % of Initial Development which equals		92,340.00

Farmington City Portion of Water Development

	Capital
Capital Facilities	\$ 313,389.50
Total City Costs	\$ 313,389.50
Less City Cash Reserves Available	\$ 313,389.50
Amount Financing Required	\$ 0.00
Cost City has to payback Developers	\$ 380,000.00
Less City Cash Reserves Available	\$ 0.00
Amount Financing Required To Payback Developers	\$ 380,000.00

Note: All Phasing is approximate and subject to final engineering analysis.



LEGEND

- 42 Equestrian Lot Homes
21760 s.f. and larger
- 62 Large Lot Single Family
10000 - 21000 s.f.
- 34 Medium Lot Single Family
9000 - 10000 s.f.
- 16 Medium Lot Single Family
8000 - 9000 s.f.
- 36 Village Home Lots
11500 - 15450 s.f.
- 33 Community Support
and Services Parcels
- 32 Community Open Space
and Wetland Preserve
- 14 Wetland Preservation
- 10 General Open Areas
- 11 Developed Open Areas

Project Density
 176 Homes on 98.3 Acres
 1.8 Homes / Acre
 32.65 Acres Open Space
 33.2 % Open Space
 3.3 Acres Community Use
 3.4 % Community Use

City of Farmington
 Planning Department
 1000 North Main Street
 Farmington, MO 64401
 Phone: 314.333.1234
 Fax: 314.333.1235



Approved: [Signature]
 Date: 05/15/2006

Exhibit "I"
 Phasing Plan
 Farmington Greens