

RETURNED

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BK 3997 PG 349

MAR 20 2006

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RICHARD T. MAUGHAN

DAVIS COUNTY, UTAH RECORDER

03/23/2006 09:28 AM

FEE \$56.00 Pgs: 5

DEPT REC'D FOR FARMINGTON CITY C  
DRP

**WHEN RECORDED, PLEASE RETURN TO:**

FARMINGTON CITY  
Attn: City Manager  
130 North Main  
P. O. Box 160  
Farmington, Utah 84025

*all, Farmington Greens 1C  
all, Farmington Greens 1B  
all, Farmington Greens 1A*

*n/2 23, SE 23, 3n-1w all, Farmington Greens 4*

*08-074-0046, 0061<sup>pt</sup>  
08-349-0131 thru 0137  
08-306-0101 thru 0119  
08-348-0119 thru 0130*

**AMENDMENT NO. 2  
TO**

**FARMINGTON GREENS (PUD) DEVELOPMENT AGREEMENT**

**THIS AMENDMENT NO. 2** ("Amendment No. 2") is made and entered into as of the 15<sup>th</sup> day of February, 2006, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **PCI #1, L.L.C.**, a Utah limited liability company, and **CLAIMS, INC.**, a Utah corporation, hereinafter collectively referred to as "Developer."

**RECITALS:**

A. The City and Developer are parties to a Development Agreement dated July 19, 2000, recorded as Entry No. 1624058 in Book 2713, Pages 1180 through 1260 in the records of the Davis County Recorder, State of Utah as amended by that certain Amendment No. 1 to Farmington Greens PUD Development Agreement dated September 24, 2002 recorded as Entry No. 1963380 in Book 3478 at Pages 781 through 809 in the records of the Davis County Recorder, State of Utah (the "Development Agreement").

B. The parties desire to hereby further amend the Development Agreement in accordance with the terms and provisions contained herein.

**AGREEMENT**

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

1. **Amendment.** Exhibit "B" attached to the Development Agreement is hereby replaced and superceded by the Development Plan which is attached to this Amendment No. 2 as Exhibit "B" and by this reference is made a part hereof.

2. **Severability.** If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision hereof, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application

thereof, and each such provision shall be deemed to be effective, operative and entered into in the manner and to the full extent permitted by applicable law.

3. **Effect of Amendment.** The terms of this Amendment No. 2 are hereby incorporated as a part of the Development Agreement. To the extent the terms of this Amendment No. 2 modify or conflict with any provisions of the Development Agreement, the terms of this Amendment No. 2 shall control. All other terms of the Development Agreement not modified by this Amendment No. 2 shall remain the same and are hereby ratified and affirmed. Capitalized terms not specifically defined herein shall have the same meaning as set forth in the Development Agreement unless a contrary intent is clearly indicated. This Amendment No. 2 shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, officers, employees, representatives, agents, successors, and assigns.

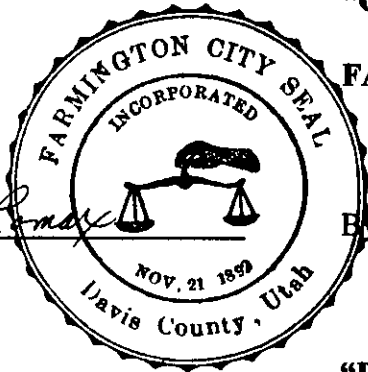
**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 2 by and through their respective, duly authorized representatives as of the day and year first above written.

**"CITY"**

**FARMINGTON CITY**

**ATTEST:**

*Margy L. L. [Signature]*  
City Recorder



By: *[Signature]*  
Mayor

**"DEVELOPER"**

**PCI #1, L.L.C.**  
A Utah Limited Liability Company

By: Proterra Companies, Inc., Manager

By: *[Signature]*  
President

**CLAIMS, INC.,**  
A Utah Corporation

By: *[Signature]*  
Neuman C. Petty, President

CITY ACKNOWLEDGMENT

STATE OF UTAH )  
 :SS.  
COUNTY OF DAVIS )

On the 15 day of February, 2006, personally appeared before me Scott C. Harbertson, who being duly sworn, did say that he is the Mayor of Farmington City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott C. Harbertson acknowledged to me that the City executed the same.



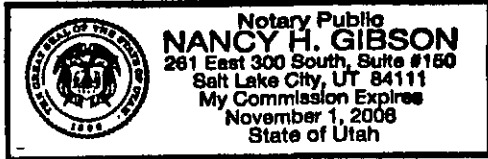
Margy L. Lomax  
Notary Public

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH )  
 :SS.  
COUNTY OF DAVIS )

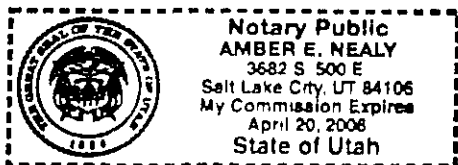
On the 13<sup>th</sup> day of ~~February~~ March, 2006, personally appeared before me Charles W. Akerlow who being by me duly sworn did say that he is the managing member of PCI #1, L.L.C., a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

[Signature]  
Notary Public



STATE OF UTAH )  
 :SS.  
COUNTY OF DAVIS )

On the 13<sup>th</sup> day of ~~February~~ March, 2006, 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 they acknowledged to me that said corporation executed the same.



Amber E. Nealy  
Notary Public

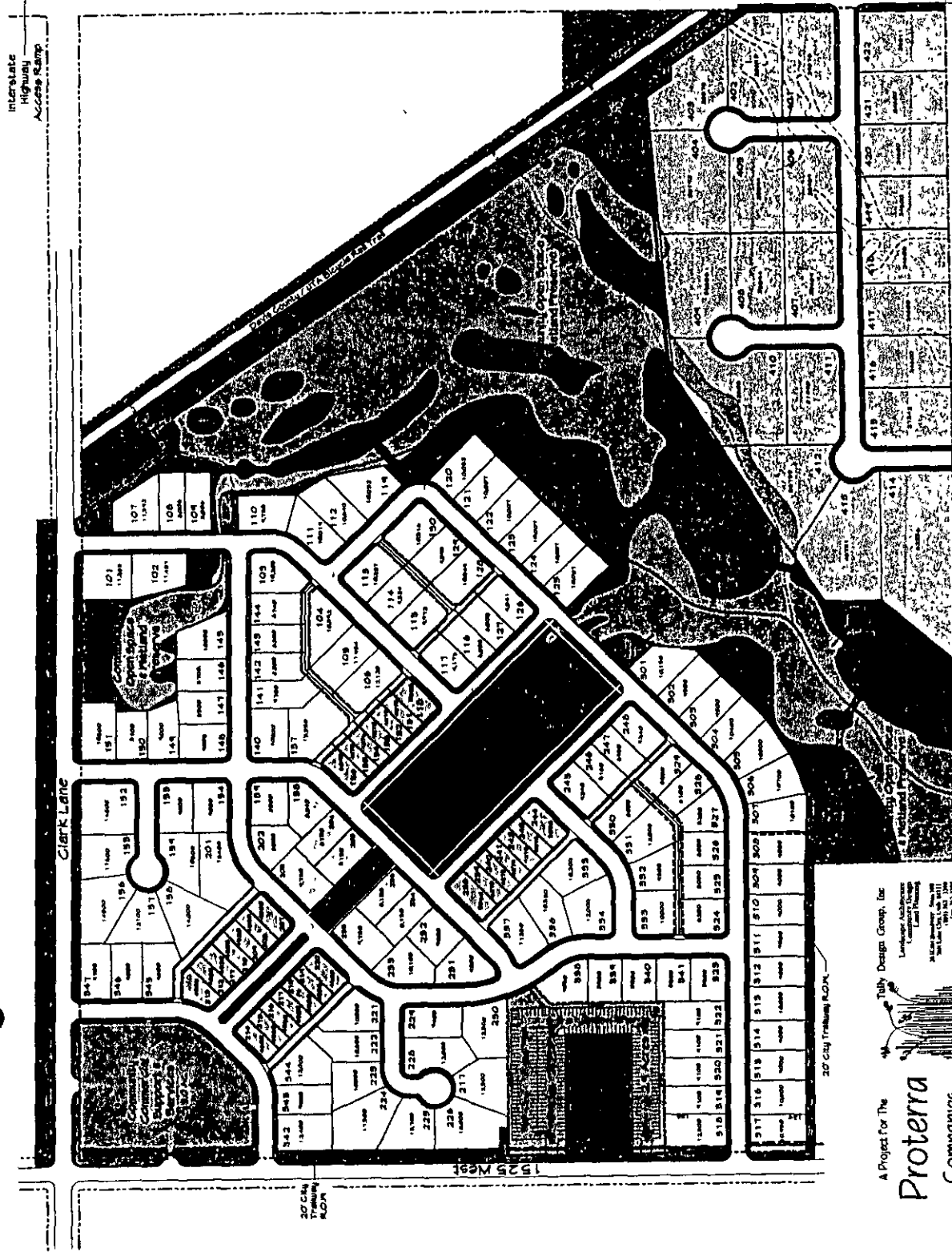
**EXHIBIT "A"****FARMINGTON GREENS LEGAL DESCRIPTION**

**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.

**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.

# Farmington Greens

# Proposed Master Plan Revision



## LEGEND

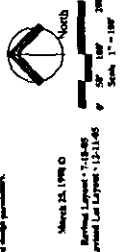
28	Equestrian Lot Homes
15%	21,750 sf and larger
10%	Estates Lot Single Family
12,000 - 21,000 sf	
34	Large Lot Single Family
10,000 - 12,000 sf	
37%	Medium Lot Single Family
9,000 - 10,000 sf	
36	Medium Lot Single Family
6,000 - 9,000 sf	
38%	Cottage Home Lots
4,100 - 5,100 sf	

Community Support and Services Parcels
Community Open Space and Wetland Preserve
Wetland Preservation Zone
General Open Areas
Developed Park Areas

## Project Density

- 174 Homes on 98.3 Acres
- 1.77 Homes / Acre
- 31.5 Acres Open Space
- 32.0 % Open Space
- 6.42 Ac Community Services
- 6.5 % Community Services

City of Irvine, California  
 Planning Department  
 1100 West  
 Irvine, CA 92614  
 (949) 453-3300  
 www.ci.irvine.ca.us



March 23, 1998  
 Revised Layout 11-21-98  
 Revised Lot Layout 11-21-98

12/28/98 1:31 PM

A Project For The

**Proterra**  
Companies

Tully Design Group, Inc.  
 Landscape Architecture  
 24242 Calle Arroyo, Suite 100  
 San Juan Capistrano, CA 92675  
 (949) 261-1111  
 www.tullydesign.com