



HISTORIC BEGINNINGS • 1847

**Farmington City Planning Commission**

**January 6, 2022**



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

BRETT ANDERSON  
SHAWN BEUS  
SCOTT ISAACSON  
AMY SHUMWAY  
REBECCA WAYMENT  
CITY COUNCIL

SHANE PACE  
CITY MANAGER

## PLANNING COMMISSION MEETING

Thursday January 6, 2022

Public Meeting - Farmington City Hall

160 S. Main Street, Farmington, Utah.

Study Session: 6:30 p.m., **Regular Session: 7:00 p.m.**

*Farmington City Planning Commission meetings, including this meeting, are open to the public. If you wish to view the regular session online, the link to the live hearings and to comment electronically can be found on the Farmington City website at [www.farmington.utah.gov](http://www.farmington.utah.gov). If you wish to email a comment for any of the listed public hearings, you may do so at [crowe@farmington.utah.gov](mailto:crowe@farmington.utah.gov) by 5 p.m. on the day listed above.*

- 7:00 1. Approval of 12.02.2021 Minutes  
2. City Council Report

### SUBDIVISION/MASTER PLAN AND ZONING AMENDMENT APPLICATION

- 7:05 3. Phil Holland/THG Farmington LLC – Applicant is requesting preliminary plat approval for the proposed Hidden Farm Estates subdivision, located at approximately 800 W Shepard Park Road (9.13 acres). (S-18-21)
- 7:15 4. Brock Johnston – Applicant is requesting final plat approval for the proposed Miller Meadows phase(s) 7 & 8 subdivision located at approximately 550 S and Daniel Drive in the Agricultural Estates (AE) zone. (S-24-20 & S-25-20).
- 7:25 5. Park Lane Commons – Applicant is requesting a recommendation for an amendment to the Park Lane Commons Project Master Plan (PMP) and Development Agreement (DA) to accommodate the proposed Park Place Living Apartments, at 1076 West Grand Ave, in the Transit Mixed-Use (TMU) zone. (PMP-4-21)

### ZONE TEXT AMENDMENTS

- 7:45 6. Farmington City / Tim Matthews (Public Hearing) – Applicant is requesting consideration to amendments/additional text to the Zoning Ordinance, which would allow a special exception to the height of the main building in the Agricultural Zones (ZT-22-21).
- 7:55 7. Farmington City (Public Hearing) – Applicant is requesting consideration to amendments/additional text to the Zoning Ordinance pertaining to multiple sections of Title 11 including Special Exceptions, Building Height, and Accessory Structure Placement (ZT-23-21).

### OTHER BUSINESS

- 8:05 8. Miscellaneous, correspondence, etc.
- Chris Martineau/Tim Matthews (Public Hearing) – Applicant is requesting approval for a Special Exception, to increase the height of the main building beyond the 27 foot height limit. The property is located at 485 Glover's Lane in the Agricultural Estates (AE) zone. (M-12-21)
  - Other

*Please Note: Planning Commission applications may be tabled by the Commission if: 1. Additional information is needed in order to take action on the item; OR 2. If the Planning Commission feels, there are unresolved issues that may need additional attention before the Commission is ready to make a motion. No agenda item will begin after 10:00 p.m. without a unanimous vote of the Commissioners. The Commission may carry over Agenda items, scheduled late in the evening and not heard to the next regularly scheduled meeting.*



**FARMINGTON CITY  
PLANNING COMMISSION**  
December 02, 2021  
**ELECTRONIC MEETING**

**REGULAR SESSION**

**Present:** Chairman Alex Leeman; Vice Chair Rulon Homer (Zoom); Commissioners Erin Christensen, Larry Steinhorst, John David Mortensen and Mike Plaizier. **Staff:** Community Development Director David Petersen, Assistant Community Development Director Lyle Gibson, City Planner/GIS Specialist Shannon Hansell, and Planning Secretary Carly Rowe. **Excused:** Commissioner Greg Wall.

**Item #1 Approval of Minutes**

**Larry Steinhorst** made a motion to approve the minutes from November 18, 2021. **Erin Christensen** seconded the motion, which was unanimously approved.

**SUBDIVISION/MASTER PLAN AND ZONING AMENDMENT APPLICATIONS**

**Item #2 Joey Green (Public Hearing) – Applicant is requesting recommendation of Schematic Subdivision approval for the proposed Monterra Subdivision, a four-lot subdivision at approximately 1875 N 1075 W, on 1.04 acres – and a recommendation of approval for a rezone from the current zoning of Agricultural (A) to Large Residential (LR) and approval for a special exception for access to one building lot across another. (S-21-21, Z-5-21, M-11-21)**

\*\*The applicant requested the item be taken off the agenda on the day of the Public Hearing.\*\*

**Item #3 Park Lane Commons (Public Hearing) – Applicant is requesting a recommendation for an amendment to the Park Lane Commons Project Master Plan (PMP) and Development Agreement (DA) to accommodate the proposed Park Place Living Apartments, at 1076 West Grand Ave., in the Transit Mixed-Use (TMU) zone. (PMP-4-21)**

Community Development Director **David Petersen** addressed the Commission. The Park Lane Commons Project Master Plan (PMP) was approved by the City Council on June 3, 2014, and memorialized by a development agreement executed on June 23, 2014. This PMP shows commercial buildings, not residential, in the entire area encompassed by the Park Lane Commons - Phase 5 subdivision located north of Grand Ave. and east of Station Parkway (the plat was recorded on March 8, 2019). The developer is now proposing a four-story residential building and a three-story residential building, on the two remaining vacant easterly lots adjacent to the west side of Broadway (1075 W. Street). The lots are the same size in area (approx. ½ acre each) and both buildings, which together include 56 dwelling units, have the same footprint size of 7,700 square feet.

The following table shows parking spaces as required by the 2014 Development Agreement and Zoning Ordinance. The second table shows parking spaces required under today's ordinances.

| 2014 Development Agreement and Zoning Ordinance                       |         |                     |                 | Proposed Spaces per Lot |            |
|---|---------|---------------------|-----------------|-------------------------|------------|
| Use/Floor Area  | Spaces* | Allowed** Reduction | Spaces Required | Lot                     | Spaces     |
| Sticky Bird^ ((4597 sf/1000) * 12)                                    |         |                     | 55              | 502                     | 26         |
| McDonalds^ ((4352 sf/1000) * 12)                                      |         |                     | 52              | 501                     | 28         |
| Apartments (32 d.u. x 1.85)   | 59      | 15%                 | 50              | 503                     | 29         |
| Apartments (24 d.u. x 1.85)   | 44      | 15%                 | 37              | 504                     | 33         |
| Common Area   |         |                     | --              |                         | 12         |
| <b>Total</b>  |         |                     | <b>194</b>      |                         | <b>128</b> |
| ^ DA Section 5.1.5, 12 spaces per 1,000 sf of floor area              |         |                     |                 |                         |            |
| * Section 11-32-104, 1.65 spaces/d.u. + .25/visitor = 1.85            |         |                     |                 |                         |            |
| ** Section 11-18-110 (c), 15% reduction within ½ mile of rail station |         |                     |                 |                         |            |

| 2021 Zoning Ordinance                  |         |                     |                 | Proposed Spaces per Lot |        |
|--|---------|---------------------|-----------------|-------------------------|--------|
| Use/Floor Area                         | Spaces* | Allowed** Reduction | Spaces Required | Lot                     | Spaces |
| Sticky Bird^ ((1517 sf/1000) * 20) + 4 | 34      | 25%                 | 26              | 502                     | 26     |

|  |    |     |     |     |     |
|--|----|-----|-----|-----|-----|
| McDonalds^ ((1433 sf/1000) * 20) + 4   | 33 | 25% | 24  | 501 | 28  |
| Apartments (32 d.u. x 1.85)  | 59 | 15% | 50  | 503 | 29  |
| Apartments (24 d.u. x 1.85)  | 44 | 15% | 37  | 504 | 33  |
| Common Area  |    |     | --  |     | 12  |
| Total  |    |     | 137 |     | 128 |
| ^ Section 11-32-040, 20 spaces/1000 sf of sales and eating area + min of 4 employee spaces |    |     |     |     |     |
| * Section 11-32-040, 1.65 spaces/d.u. + .25/visitor = 1.85                                 |    |     |     |     |     |
| ** Section 11-18-110 C., % reductions within ½ mile of rail station                        |    |     |     |     |     |

Applicant **Justice Tiedemann** (1200 Red Barn Lane, Farmington, Utah) addressed the Commission. He is a graduate of the Red Barn Academy. This project has been marketed for seven years, and the only commercial interest has been an O'Reilly Auto Parts store. This is not a viable commercial site, and the best use is residential. This will allow the City to meet affordable housing quota requirements and Red Barn students and graduates to live close to the Academy. This project is ecofriendly and has an attractive exterior. Parking seems to be the big question. Transit-oriented developments usually require fewer parking stalls. There is adequate parking for this type of a project, as most Red Barn graduates don't have cars anyway. There is more need for bike racks. Alternative means of travel should be encouraged. Anyone who qualifies for affordable housing can occupy these 56 units. He said less than 10 Red Barn students are currently living in Park Lane currently.

**Rich Haws**, developer, addressed the Commission. He said all 56 units will be affordable, and he predicts that Red Barn will only occupy about 10% of those. Students would be subsidized by Red Barn, which is a nonprofit foundation. The developer would commit by ordinance, deed or covenant to the affordable housing. They anticipate bettering the 80% current market rate for affordable housing. **Haws** said there is already plenty of parking now; they have a surplus currently. The mixing of uses there would be complimentary. Commercial uses at Station Park and south of this project at Cabela's has made it so this site is better suited to residential.

**Russell Platt**, architect on the project, addressed the Commission. He has experience in affordable housing in the Salt Lake area. He praised Farmington's approach to transit-oriented housing. 87 parking stalls would be dedicated to the apartment buildings. The shared parking is a good functional use of the space. Since this is in the middle of the development, with hundreds of other apartments around it, these need to stand out as something special. Park Place and Board Walk are the names for this project. Exterior materials will not include stucco.

**Alex Leeman** opened the public hearing at 7:28 PM.

**John Keboinger** (553 S. 950 W., Farmington, Utah) addressed the Commission via Zoom. He has been through the Sticky Bird restaurant several times, and parking has never been an issue.

**Alex Leeman** closed the public hearing at 7:29 PM.

**Leeman** would like Assistant City Manager/Economic Development Director **Brigham Mellor** to tell the Commission he is ok from an economic development standpoint to give up land earmarked for commercial to residential instead. **Petersen** would like to know the standard in the fast food market for parking, especially considering the recent changes in the industry.

**Christensen** asked if the Commission is nailing down the parking now. **Petersen** answered if it can't be parked according to standard, the project may not go forward. Doing the engineered drawings is expensive, so it is better to know the parking issues now. The overall feeling is the biggest issue is if the Commission is fine with swapping out commercial for residential there.

Commission members expressed mixed emotions on increasing residential. **Christensen** wondered if it is within the 60-40 commercial residential split, but she is in favor of tabling to get Redevelopment Agency (RDA) issues addressed. **Leeman** said the parking is a big issue to him, as it is an important balance to strike. There are parking problems in The Avenues, where driveways aren't long enough to park a car in. **Petersen** said office uses are complimentary to residential uses for shared parking, but fast food is not complimentary to residential. There are parking stalls in an easement, which is an important site plan detail. Common areas could be busy in the evenings.

**MOTION**

**John David Mortensen** made a motion that the Planning Commission table consideration of the application to allow time for the applicant to provide information to enable a better understanding of market needs for parking related specifically to the proposed residential/restaurant land uses at this location. In addition, to give Staff time to conduct further studies into the RDA implications of this.

**Mike Plaizier** seconded the motion, which was unanimously approved. The motion carried.

**OTHER BUSINESS**

**Item #4 Miscellaneous, correspondence, etc.**

- a. **Jeff Breese (Public Hearing) – Applicant is requesting approval for a Special Exception, to exceed the allowed lot coverage percentage pertaining to a half-acre parcel. The property is located at 514 S. 950 W. in the Agricultural Estates (AE) zone. (M-9-21)**

Assistant Community Development Director **Lyle Gibson** addressed the Commission. The applicant is requesting a special exception from Section 11-10-040 in relation to lot coverage for an accessory building on the subject property. Applicant **Jeff Breese** is looking to build a new detached garage that covers 2,340 sq. ft. This building would be located in compliance with applicable ordinances but on its own covers roughly 27% of the rear yard. There is an existing detached structure in the corner side yard against 500 South Street which does not comply with city ordinances. This building covers approximately 1,800 sq. ft. total and partly projects into the rear yard, adding 500 sq. ft. of rear yard lot coverage on top of the requested new building. The total rear yard coverage of the combined building footprints in the rear yard is 33%. The AE Zone for lot sizes such as this, asks for 25% lot coverage for a rear yard for any accessory buildings. The galvanized steel structure being proposed will be located 5 feet from adjacent properties located in the southwest corner of the applicant's property. The Planning Commission should consider the standards applicable for consideration of a special exception and whether or not the request is acceptable as proposed, or if it can be made to work with additional conditions. If the proposed building cannot be done without satisfying the criteria of 11-3-045 E(2), then the applicable may be denied. Staff recommended, based on the implications of the lot coverage, it wouldn't cause unreasonable hardship to neighboring property owners or parking hazards, and should be approved. Staff would like to clear up if this is in the Commission's purview.

**Christensen** asked about the current nonconformance with the setback standard. **Gibson** said his office does not have record of the building, so they are not sure when it went up. The ordinance says there shouldn't be building in a corner side yard. There is the possibility it predates the rules and ordinances.

Applicant **Breese** (514 S. 950 W., Farmington, Utah) addressed the Commission. He purchased the property two years ago. The small horse corral building in the side yard was there when he purchased the house. He grew up in Centerville and has lived in Davis County for 50 years. He keeps some horses in West Bountiful, and it is nice to bring them to his house every now and then to go riding. He intends to fix up the home and put a building in the back. He currently has a fifth wheel trailer parked in the backyard. He shared a photo of metal roofing with the Commission. He looked at existing outbuildings in the neighborhood that may or may not be grandfathered in. Across the street is an assisted living building that is 90% covered with buildings. To the west is a pole barn that is in excess of 90% backyard coverage. He doesn't want to tear anything down. The existing building gives a buffer to the street of 500 South, as he has no neighbors on the north side. He can't make the building work within the parameters because of the length of the fifth-wheel trailer. He feels it should be considered 27% instead of 33%. If he could, he would like to build bigger. The current backyard is a big open eyesore that he wants to improve. If he had to tear down the existing outbuilding, he would rather sale the house and move.

**Alex Leeman** opened the public hearing at 7:58 PM.

**John Keboinger** (553 S. 950 W., Farmington, Utah) lives kitty corner to the applicant. He has no issue with him building what he has proposed, and believes it will add to property values. The current building was built in the mid-1990s.

**Alex Leeman** closed the public hearing at 7:59 PM.

**Leeman** said this was discussed in the work session earlier, where it was discussed that the ordinance as it is currently written may need to be revised. Merits of square footage and the existence of an older nonconforming building were also discussed.

**Gibson** pointed out how this fits in with the surroundings, as immediately to the west there is a similar situation. The Planning Commission can approve beyond the 25% lot coverage. The ordinance differentiates between rear-yard coverage and side-yard coverage. There is also a corner side yard to consider. **Leeman** wants to see one more row of houses to the west on the vicinity map. There are massive backyard sheds all over this area of town. There is even an outbuilding in the area with a bigger footprint than the house itself that is also taller than the nearby residential home.

**Petersen** said this subdivision was first contemplated in 1994, and recorded in 1997. He wants to check accessory building laws 25 years ago. There was a change about a decade ago in lot coverage. It could be legal nonconforming. To his recollection, nothing has ever been allowed in a side corner yard. They may have gotten building permits for those outbuildings, but it will need to be investigated.

**Leeman** said if the Commission grants a special exception to allow the applicant to exceed the 25%, they can also add conditions to the special exception to prevent or minimize adverse effects. If additional square footage is allowed, there is question if the Commission can add as an exception removing the existing nonconforming building. The first question is if adding the proposed building would introduce an adverse effect, and what conditions (such as landscaping) the Commission would impose to mitigate effects. In some ways this area welcomes such uses in backyards.

**Christensen** read the 11-3-45 special exception statute literally. This would be an adjustment to a fixed-dimension standard. She questions if the Commission has the authority to grant exceptions for lot coverage of an accessory building. The ordinance may need to be changed to grant that authority. It may be wise to have the City Attorney look over this. It could be changed minimally to affect everything.

**Petersen** said **Christensen** brings up valid points. People in the pre-1990s thought Planning Commissions could deny Conditional Use Permits just because they wanted to. There has to be reasons to deny, which could be that no other mitigating factors could be found otherwise. There are building height and setback special exceptions that are often granted. **Leeman** said if there was to be an ordinance change, it wouldn't be until mid-January that the City Council could have the item on their agenda. He said the proposal doesn't bother him, and he would be fine accepting it. But it ought to be done in the right way following the right procedures. He would let the applicant leave the existing building, but by spring the park strip should be improved. If this property is well maintained, then code compliance wouldn't drive around looking for violations.

Commissioner **Rulon Homer** doesn't mind the proposal as it is. The ordinance should be fixed first. **John David Mortensen** would like to proceed tonight, knowing that the ordinance would be fixed on paper in the future. He is fine with the 27% in the area because everyone else in the area has it. He would move to approve. **Leeman** said that if neighbors didn't show up to oppose this today, they are not likely to in the future. **Steinhorst** wants to know if the Commission has the authority. **Christensen** wants to study the whole statute to be sure. **Leeman** said according to State Code, if there is ambiguity in the local ordinance, it is better to err in favor of the applicant. **Christensen** said she doesn't feel it is ambiguous. She would like to approve it subject to the statutory change, with the applicant needing to come through a second time. **Leeman** asked if that would allow the applicant to get a building permit and break ground, and figured it probably would not. The Commission would only be able to approve or table while the ordinance is addressed. The approval of the ordinance change would be held at the same time as the Commission considers this special exception at the Jan. 6, 2022, meeting. The applicant would not like delays to the tune of six months, but 30 days is acceptable.

**Petersen** would like to do some additional measuring of the site. There is a way that the ordinance can be amended while getting the applicant what he wants.

#### **MOTION**

**Erin Christensen** made a motion that the Planning Commission table a special exception to allow an increased lot coverage for the rear yard of the subject property not to exceed 27% coverage to accommodate a detached garage as demonstrated in plans provided by the applicant. The request be tabled to also allow Staff time to consider an amendment to the applicable ordinances and bring back a proposal for the Planning Commission to consider.

**Rulon Homer** seconded the motion, which was unanimously approved.

- b. Nathan and April Bingham (Public Hearing) – Applicant is requesting approval for a Special Exception, to reduce the setback on the rear property line from 5 feet to 2.5 feet for a detached garage. The property is located at 348 Miller Way in the Agricultural Estates (AE) zone. (M-10-21)**

**Gibson** presented this agenda item. The applicants are requesting a Special Exception to the setback requirement for an accessory building found in Farmington City Code (FCC) 11-10-040. The property, which is situated at the end of the Miller Way cul-de-sac, abuts the Legacy Parkway Trail to the east. The Bingham's hope to build a detached garage in the southeast corner of their property. This proposed building would be located within the 5 foot setback requirement in relation to the eastern property boundary. The location of the detached garage as proposed otherwise meets the requirements of FCC 11-10-040 as it is to be located 11 feet from the southern property line, which abuts another residence and is roughly 75 feet from the nearest dwelling on the adjacent lot. The need for the Special Exception arises as to the east the applicant desires to be as close as 2 feet 6 inches from the property line, half the distance of the standard setback requirement. This property is at the end of a cul-de-sac, with the rear yard abutting the Legacy Parkway trail. It is not impacting other residences and businesses. It is not considered a double-frontage lot. There is nothing this would impede on. Staff recommends the Commission approve the request.

Applicant **Nathan Bingham** (348 Miller Way, Farmington, Utah) addressed the Commission. The project is to hide an RV, which is why it is 44 feet deep. There is access to a bathroom going in the northeast corner that must be considered. There is a chain link fence on the property line, with four feet from the fence to the trail. There is a gap between the fence and a rock wall that is not maintained by the Utah Department of Transportation (UDOT).

**Leeman** said being on the Denver and Rio Grande Western Rail Trail (D&RGW Trail) and Legacy Trail makes it so there is not a lot of impact to other property owners. He just wants to make sure there is not a lot of garbage accumulation there. **Gibson** said it could be argued that according to ordinance, the office could approve this without going through the Commission. **Christensen** said she liked that it would mention that the building is subordinate in height and area to the main residence, that it not exceed 15 feet in height, and that they comply with the lot coverage.

**Alex Leeman** opened and closed the public hearing at 8:40PM due to no comments received.

#### **MOTION**

**Erin Christensen** made a motion that the Planning Commission approve a special exception to allow a reduced setback for an accessory building from the standard 5 feet to 2 feet 6 inches per the provided site plan along the eastern property line of 348 Miller Way for Nathan and April Bingham. With Condition 1, Findings 1-2 and additional Finding 3, and Supplemental Information 1-3.

#### **Condition 1:**

1. The applicant shall:
  - a. The special exception shall only become effective upon approval of a building permit wherein all other applicable requirements (such as building height) have been determined to be satisfied.

#### **Findings 1-3:**

1. The requested exception relates to a public right of way (the Legacy Trail).
2. The property does not have any easements or utility lines located within the 5 ft. standard setback requirement that would be impacted by the proposed building location.
3. The other standards required for a special exception as listed in 11-10-40 Section H Subsection 1 have been met.

#### **Supplementary Information 1-3:**

1. Vicinity Map
2. Proposed Site Plan
3. Highlighted Site Plan

**Larry Steinhorst** seconded the motion, which was unanimously approved.

**C. Approval of 2022 Calendar / Planning Commission dates**

**Leeman** said the schedule can be adjusted as the year goes on. The Commission meets the same weeks as the City Council, which was changed from the second and fourth weeks as mentioned in the zoning ordinance in 2010 or 2011. **Petersen** said it crunches everything into a week, but then there is an off week to prepare for the next week.

**Erin Christensen** made a motion to accept the schedule of meetings and dates for 2022.

**Rulon Homer** seconded the motion, which was unanimously approved.

**D. Election of 2022 Officer(s)**

As the outgoing chair, **Alex Leeman** nominated **Rulon Homer** as the new chairman. **Homer** was appointed by the Mayor to serve another year on the Commission, and he accepted the nomination. **Larry Steinhorst** made a motion to elect **Rulon Homer** for the 2022 Chairman for Planning Commission. **John David Mortensen** seconded the motion, which was unanimously approved.

**Christensen** nominated Commissioner **Greg Wall** as Vice Chair. **Mortensen** suggested and nominated **Erin Christensen** for the Vice Chair position, which she accepted. **Larry Steinhorst** made a motion to elect **Erin Christensen** as the Vice Chair for 2022 Planning Commission. **Mortensen** seconded the motion, which was unanimously approved.

**E. Other**

The December 16, 2021, meeting will be cancelled. The developers know not to come until Jan. 6, 2022. A building height application has not been received. **Phil Holland** and **McCandless** are planning a preliminary plat. Park Place is also a question mark. All Commissioners approved the cancellation.

**Petersen** discussed a corner property on the roundabout by 1100 West. It was a discussion item in October for both the Commission and City Council, both of which favored the Chipotle and Dutch Bros proposal. The two have now switched locations to give Dutch Bros more room for a drive up. There would be a cross access with OrthoStar. There is plaza seating near Chipotle. He discussed the number of times proposals come to the Commission and to the public as public hearings.

**Leeman** said the que line for Chipotle is a lot smaller since it is not double stacked, a concern for the north entrance. He likes the que line for Dutch Bros better. Many Chipotles don't have drive-up windows. He said he has heard from residents that by the time an item gets on a Commission agenda, and because the presentation is so polished, the decision has already been made. However, applications go through layers and layers of review within City Staff before it gets to the Commission. It is good that Commissioners don't come into meetings cold turkey, and rather that they have studied the issues and discussed items during work sessions. A public hearing is the last step of the process, not the first. A thoroughly vetted proposal is better to present to the public than something the Commission is just eyeballing for the first time. Commissioners should think of rezones in the abstract, not tied to a specific proposal because a project could fall apart at any time and a rezone vests rights. However, all rezones come before the Commission for a reason, with a tie to a proposal.

**ADJOURNMENT**

**Larry Steinhorst** made a motion to adjourn at 9:46 PM. **Mike Plaizier** seconded the motion, which was unanimously approved.

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Alex Leeman, Chairman



**WORK SESSION:** A work session will be held at 6:00 p.m. in Farmington City Hall, 160 South Main Street. The public is welcome to attend. The agenda for the work session will be as follows:

1. Representative Timothy D Hawkes

## **FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA**

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, January 4, 2022, at 7:00 p.m.** The meeting will be held at the Farmington City Hall & electronically over Zoom for the public, 160 South Main Street, Farmington, Utah.

*Farmington City Council meetings, including this meeting, are open to the public. In consideration of the COVID-19 pandemic, members of the public wishing to attend this meeting are encouraged to listen to the meeting on line. The link to listen to the meeting live and to comment electronically can be found on the Farmington City website at [www.farmington.utah.gov](http://www.farmington.utah.gov). If you wish to email a comment for any of the listed public hearings, you may do so at [dcarlile@farmington.utah.gov](mailto:dcarlile@farmington.utah.gov).*

The agenda for the meeting shall be as follows:

### **CALL TO ORDER:**

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

### **PRESENTATION:**

7:05 Administration of Oath of Office new Mayor

7:10 Administration of Oath of Office new City Council Members

7:15 Resolution Appointing Sam Barlow to the Planning Commission and the Administration of Oath of Office

7:20 Plaque Presentation to Outgoing Planning Commissioner Alex Leeman

### **NEW BUSINESS:**

7:25 City Council Vacancy Interviews and Vote

### **PUBLIC HEARING:**

8:45 Resolution approving the Consolidated Fee Schedule regarding Parks and Recreation fees for Stand Alone Fields and Foreplex

### **SUMMARY ACTION:**

*(Items listed are considered routine in nature and will be voted on in mass unless pulled for separate discussion)*

8:55 Minute Motion Approving Summary Action List

1. Resolution Authorizing the Disposal of Real Property to Correct Disputed Boundaries at Woodland Park
2. Resolution Establishing Voter Participation Areas
3. City Council Minutes November 16, 2021
4. City Council Minutes December 7, 2021

**GOVERNING BODY REPORTS:**

9:00 City Manager Report

9:05 Mayor & City Council Reports

**ADJOURN**

DATED this 30th day of December, 2021.

**FARMINGTON CITY CORPORATION**

By: \_\_\_\_\_  
DeAnn Carlile, City Recorder

**\*PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability, please contact Holly Gadd, City Recorder at 801-939-9206, at least 24 hours in advance of the meeting.

*I hereby certify that I posted a copy of the foregoing Notice and Agenda and emailed copies to media representatives on December 30th, 2021.*



## Planning Commission Staff Report January 6, 2022

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### Item 3: Hidden Farm Estates – Preliminary Plat

|                           |  |
|---------------------------|--|
| Public Hearing:           | No   |
| Application No.:          | S-18-21  |
| Property Address:         | 1386 S 200 E   |
| General Plan Designation: | CMU (Commercial Mixed Use) and LDR (Low Density Residential) |
| Zoning Designation:       | CMU and LR (Large Residential)                               |
| Area:                     | 10.07 Acres  |
| Number of Lots:           | 16   |
| Property Owner:           | THG Farmington LLC   |
| Agent:                    | Phil Holland   |

Request: *Applicant is requesting approval for the preliminary plat of Hidden Farm Estates subdivision.*

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#### **Background Information**

Hidden Farm Estates subdivision is a proposed 16 lot subdivision, with a 3.37 acre commercial parcel located in the LS and A zones. The entire area is part of the East Park Lane Small Area Master Plan. The entire 8.95 acre plan must be rezoned to accommodate the commercial parcel and subdivision. The City Council approved a rezoning of the parcel on October 19, 2021, to Commercial Mixed Use (CMU) and LR (Large Residential), split 3.67 acres and 7.032 acres respectively. The subdivision requires the extension of 700 West, a non-conforming dead end at approximately 1100 feet in length. Through proposed Lots 5-9 flows an irrigation/drainage channel, which encompasses a significant portion of backyard for said lots. As a compromise, the applicant and the City discussed piping the ditch from the northeast corner of lot 9 to the cul-de-sac. This pipe would be constructed with a gate that could be closed to stop flow through the ditch should the homeowners wish it in the future. The applicant eventually decided that this ditch be piped, and an easement overlaid for the City to access and maintain the conveyance components.

#### **Suggested Motion**

Move that that Planning Commission approve the preliminary plat for Hidden Farm Estates, subject to all applicable Farmington City ordinances and development standards, and all conditions from the schematic plan.

#### **Findings for Approval:**

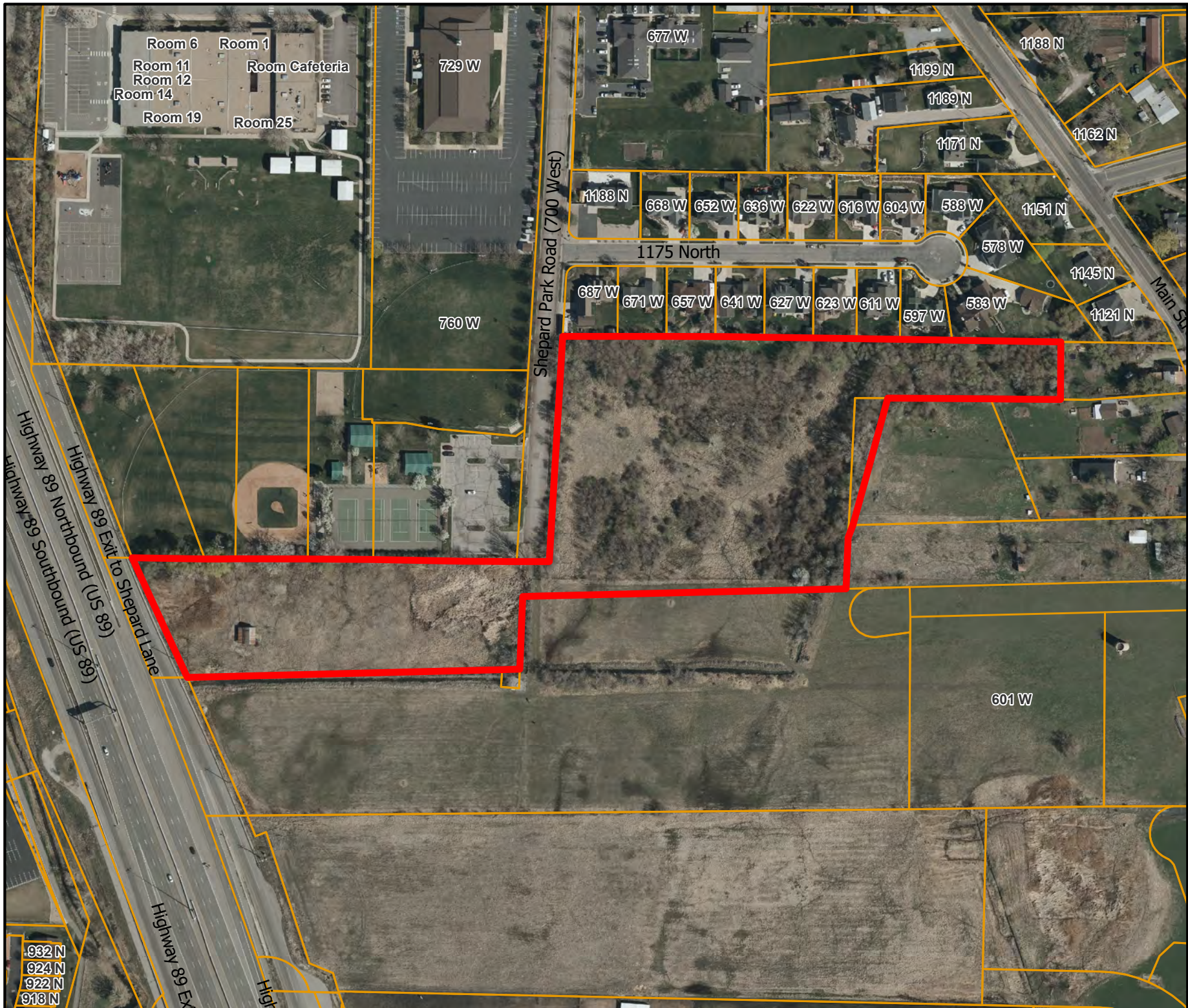
1. Hidden Farm Estates follows East Park Lane Small Area Master Plan.

2. The area is already designated by the City's General Land Use Plan as CMU and LDR, which accommodate the proposal.
3. The lot sizes proposed are similar to those of surrounding subdivisions and properties.
4. The commercial parcel on the left side of the right-of-way follows precedent previously established by development of the East Park Lane area, and it is adjacent to US 89.

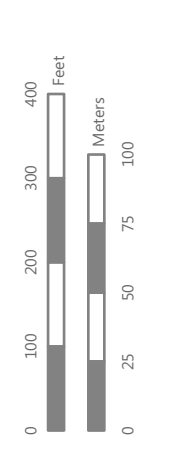
**Supplemental Information**

1. Vicinity Map
2. Preliminary plat





Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.



**VICINITY MAP**  
Parcel 08-051-0179

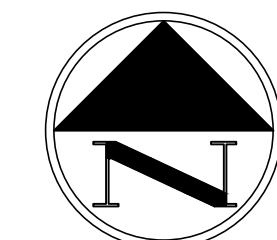




# HIDDEN FARMS ESTATES SUBDIVISION

## PRELIMINARY PLAT - NOT TO BE RECORDED

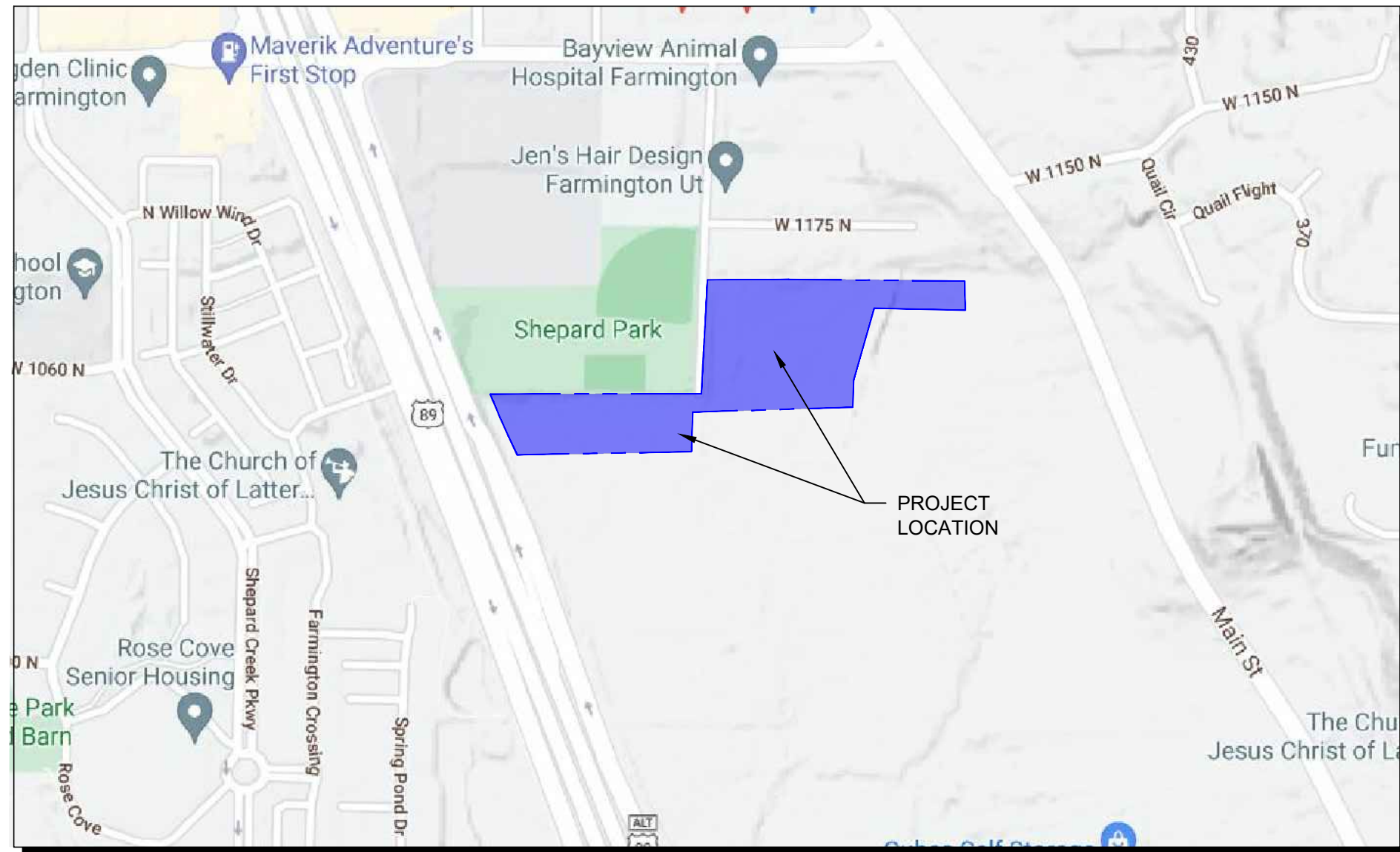
LOCATED IN THE NORTH HALF OF SECTION 13,  
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN  
FARMINGTON CITY, DAVIS COUNTY, UTAH



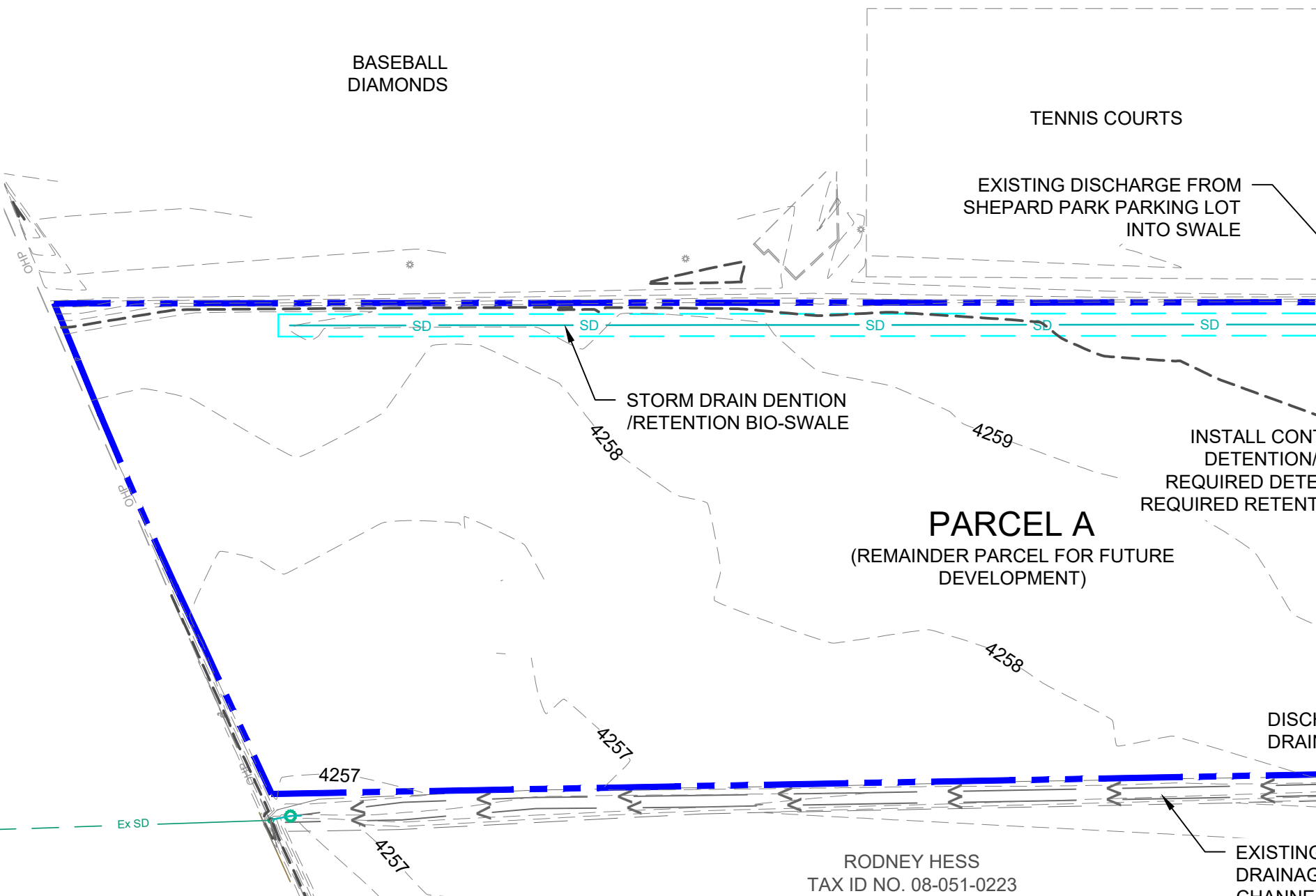
GRAPHIC SCALE

(IN FEET)  
1 inch = 60ft.

| LAND USE TABLE    |              |
|-------------------|--------------|
| OVERALL ACREAGE = | 10.398 ACRES |
| LR ZONING =       | 7.032 ACRES  |
|                   | 16 LOTS      |
| CMU ZONING =      | 3.366 ACRES  |
|                   | 1 LOT        |

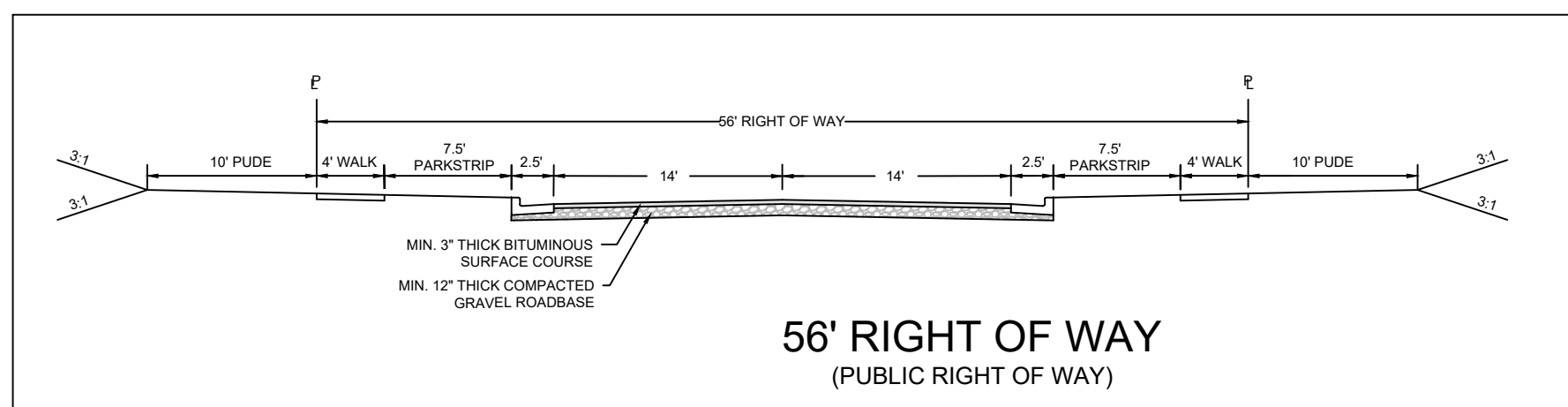


VICINITY MAP  
(NOT TO SCALE)



### LEGEND

|  |  |
|--|--|
|  | OVERALL PROPERTY BOUNDARY CENTERLINE   |
|  | 8" PVC C900 DR-14 WATER LINE           |
|  | EXISTING 8" WATER LINE                 |
|  | 8" PVC SDR 35 SEWER LINE               |
|  | EXISTING SEWER LINE                    |
|  | 18" RCP STORM DRAIN LINE               |
|  | EXISTING STORM DRAIN LINE              |
|  | 18" RCP STORM DRAIN LINE               |
|  | EXISTING STORM DRAIN LINE              |
|  | 8" PVC SDR 35 LAND DRAIN LINE          |
|  | 4' or 5' Ø MANHOLE                     |
|  | CITY STANDARD FIRE HYDRANT WATER VALVE |



56' RIGHT OF WAY  
(PUBLIC RIGHT OF WAY)

### BOUNDARY DESCRIPTION

PARCEL 1: (08-051-0179)  
BEGINNING AT A POINT 6 CHAINS NORTH AND NORTH 88°15' EAST, 17.85 CHAINS AND NORTH 22°45' WEST 438.86 FEET AND SOUTH 88°15' WEST 775.02 FEET FROM THE CENTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN; AND RUNNING THENCE SOUTH 88°15' WEST 595.0 FEET; THENCE SOUTH 2° WEST 156.0 FEET; THENCE SOUTH 88°15' WEST 671.88 FEET TO THE EASTERLY LINE OF A ROAD; THENCE NORTH 21°21' WEST 227.91 FEET ALONG SAID ROAD; THENCE NORTH 88°15' EAST 11.0 CHAINS, MORE OR LESS; THENCE NORTH 2° EAST 417.12 FEET TO A POINT 17.21 CHAINS SOUTH AND 330.09 FEET WEST OF THE NORTH QUARTER CORNER OF SAID SECTION; THENCE EASTERLY 868.8 FEET TO A POINT 206.8 FEET WEST OF THE WEST LINE OF A HIGHWAY, 17.39 CHAINS SOUTH OF THE NORTH LINE OF SAID SECTION; THENCE SOUTH 102.0 FEET, MORE OR LESS, TO A POINT NORTH 88°15' EAST 775.02 FEET AND NORTH 22°45' WEST 372.0 FEET AND SOUTH 85°28' WEST 191.08 FEET AND WEST 52.76 FEET FROM THE POINT OF BEGINNING; THENCE WEST 375.28 FEET, MORE OR LESS, TO A POINT NORTH 2° EAST OF THE POINT OF BEGINNING; THENCE SOUTH 2° WEST 271.15 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO BEGINNING AT A SOUTHEAST BOUNDARY CORNER OF SAID ENTIRE TRACT AT A POINT 273.034 M (895.78 FEET) NORTH (EQUALS HIGHWAY NORTH 0°06'57" EAST) ALONG THE QUARTER SECTION LINE AND 106.403 M (349.09 FEET) WEST (EQUALS HIGHWAY SOUTH 89°04'02" WEST) FROM THE CENTER OF SAID SECTION 13 AS MONUMENTED WITH A COUNTY BRASS CAP, AND RUNNING THENCE NORTH 2° 00' EAST (EQUALS HIGHWAY NORTH 1°53'01" EAST) 47.545 M (156.00 FEET) ALONG AN EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 88°15' EAST (EQUALS HIGHWAY NORTH 89°04'02" EAST) 9.065 M (29.74 FEET) ALONG A SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 2°44'49" EAST 16.829 M (55.21 FEET); THENCE SOUTH 88°15' WEST (EQUALS HIGHWAY SOUTH 88°52'34" WEST) 18.330 M (60.14 FEET); THENCE SOUTH 2°44' 49" WEST (HIGHWAY BEARING) 64.357 M (211.15 MORE OR LESS, TO A SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 88°15' EAST (EQUALS HIGHWAY NORTH 89°04'02" EAST) 9.979 M (32.74 FEET) ALONG SAID SOUTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO FARMINGTON CITY A MUNICIPAL CORPORATION BY WARRANTY DEED RECORDED FEBRUARY 22, 1984 AS ENTRY NO. 654887 IN BOOK 979 AT PAGE 515, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 17.21 CHAINS SOUTH ALONG THE SECTION LINE AND 330.09 FEET WEST OF THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, IN THE CITY OF FARMINGTON; AND RUNNING THENCE EAST 38.28 FEET; THENCE SOUTH 37°48' WEST 416.56 FEET; THENCE SOUTH 88°15' WEST 30.11 FEET; THENCE NORTH 2° EAST 417.12 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO UTAH DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED OCTOBER 31, 2002 AS ENTRY NO. 1800436 IN BOOK 3158 AT PAGE 1256 AND BY WARRANTY DEED RECORDED OCTOBER 31, 2002 AS ENTRY NO. 1800437 IN BOOK 3158 AT PAGE 1258, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR THE WIDENING OF AN EXPRESSWAY STATE ROUTE 89 KNOWN AS PROJECT NO. 0067, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING IN THE EASTERLY HIGHWAY RIGHT-OF-WAY AND LIMITED-ACCESS LINE OF SAID EXISTING STATE ROUTE 89 AT THE NORTHWEST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS 335.527 METER (1,100.81 FEET) NORTH 0°07'38" EAST AND 344.564 METER (1,130.46 FEET) SOUTH 89°55'51" WEST FROM THE CENTER OF SAID SECTION 13 AS MONUMENTED WITH A COUNTY BRASS CAP, AND RUNNING THENCE SOUTH 21°24'40" EAST (DEED OF RECORD SOUTH 21°21' EAST) 72.347 METER (237.36 FEET BY MEASUREMENT, 227.91 FEET BY RECORD) ALONG SAID EASTERLY HIGHWAY RIGHT-OF-WAY AND LIMITED-ACCESS LINE TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; BEING THE NORTHERLY LINE OF THE HESS PROPERTY (286.33); THENCE NORTH 89°04'02" EAST (DEED OF RECORD NORTH 88°15' EAST) 19.465 METER (63.86 FEET) ALONG SAID SOUTHERLY BOUNDARY LINE; THENCE NORTH 24°42'53" WEST 22.876 METER (75.05 FEET) TO A POINT OF TANGENCY WITH A 724.788 METER (2,377.75 FEET) RADIUS CURVE TO THE RIGHT; THENCE NORTHERLY 42.413 METER (139.13 FEET); THENCE NORTHERLY 8.050 METER (26.41 FEET), MORE OR LESS, ALONG THE ARC OF AN 1,190.300 METER (3,905.18 FEET) RADIUS CURVE TO THE RIGHT, TO THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; BEING THE SOUTHERLY BOUNDARY LINE OF THE FARMINGTON CITY PROPERTY (063-141) (NOTE: CHORD TO SAID CURVE BEARS NORTH 22°28'48" WEST FOR A DISTANCE OF 8.050 METER (26.41 FEET)); THENCE SOUTH 89°55'51" WEST (DEED OF RECORD SOUTH 88°15' WEST) 16.190 METER (53.12 FEET) ALONG SAID NORTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

PARCEL 2: (08-052-0010)  
BEGINNING 9.60 CHAINS NORTH AND NORTH 88°15' EAST 17.83 CHAINS AND NORTH 22°45' WEST 438.86 FEET AND SOUTH 88°15' WEST 775.02 FEET AND NORTH 2°00' EAST 99.0 FEET FROM THE CENTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, RUNNING THENCE NORTH 2° EAST 246.62 FEET; THENCE EAST 62.4 FEET; THENCE SOUTH 16°04'20" WEST 256.5 FEET TO THE POINT OF BEGINNING.

REVISION  
DATE  
NO.

DRAWING IS NOT TO SCALE IF BAR DOES NOT MEASURE 1 INCH  
0 12 1

PRELIMINARY PLAT

HIDDEN FARMS ESTATES

FARMINGTON CITY, DAVIS COUNTY, UTAH

Scott P. McFarland, PE  
Project Manager  
347 East 1275 South  
Kaysville, Utah 84037  
801.726.6797 (P)  
smc@hobas.com



DESIGN: SPH  
DRAWN: SPM  
CHECKED: SRM  
DATE: 12-11-21

SHEET:  
C1





## Planning Commission Staff Report January 6, 2022

---

### Item 4: Final Plat for Miller Meadows Phase 7 and 8 Subdivision

Public Hearing: No  
Application No.: S-24-20  
Property Address: 550 South and Daniel Drive  
General Plan Designation: LDR (Low Density Residential)  
Zoning Designation: LR-F (Large Residential – Foothill)  
Area: 17.22 acres  
Number of Lots: 17  
Property Owner: Westglen Corporation  
Agent: Brock Johnston

*Applicant is requesting a recommendation for approval of the final plat for Miller Meadows Phase 7 and 8.*

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#### **Background Information**

The applicant, Westglen Corporation, is requesting final plat approval for Miller Meadows Phase 7 and 8, which is located at 550 South and Daniel Drive. The proposed 17 lot subdivision is already defined as part of the Miller Meadows Subdivision. Additionally, the preliminary plat, that acted as a master plan for the entirety of the Miller Meadows Subdivision has been approved. In that original preliminary plat, there was open space behind lots 701-704, for a drainage and detention area. On this final plat, the open space has been incorporated into these lots. The detention basin and its easement, as well as other storm infrastructure will be accessed by fence gates on any future fences for maintenance. This will be ensured by a note on the plat. This item is largely a simple exercise in platting these lots according to the ordinance.

#### **Suggested Motion**

Move that the Planning Commission approve the proposed final plat for Miller Meadows Phase 7 and 8 subject to all applicable Farmington City ordinances and development standards, and all remaining DRC comments.

#### **Supplemental Information**

1. Vicinity Map
2. Final Plat
3. Preliminary plat

**Applicable Ordinances**

1. Section 11, Chapter 11 – Single Family Residential Zones
2. Section 12, Chapter 6 – Major Subdivisions
3. Section 12, Chapter 7 – General Requirements for all Subdivisions

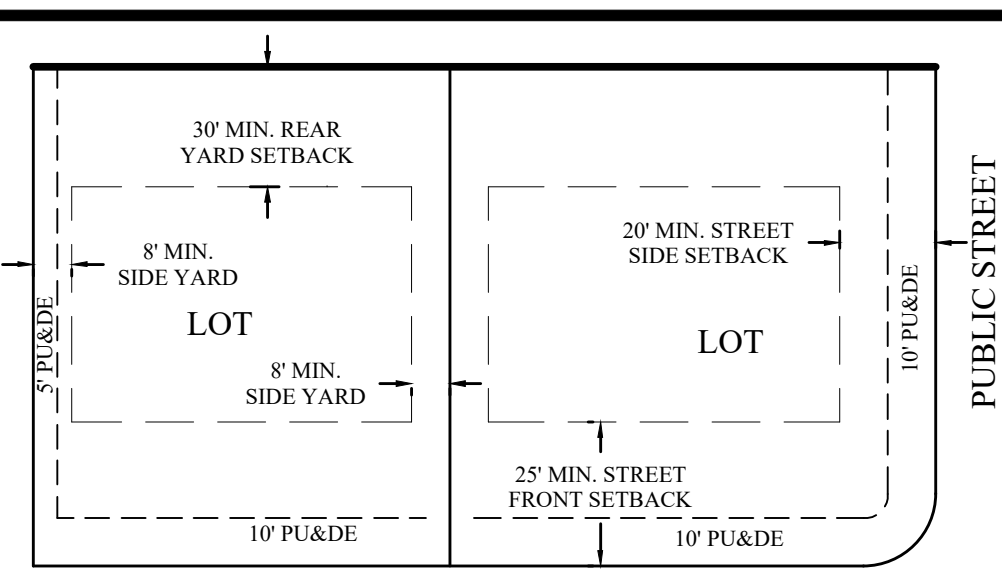
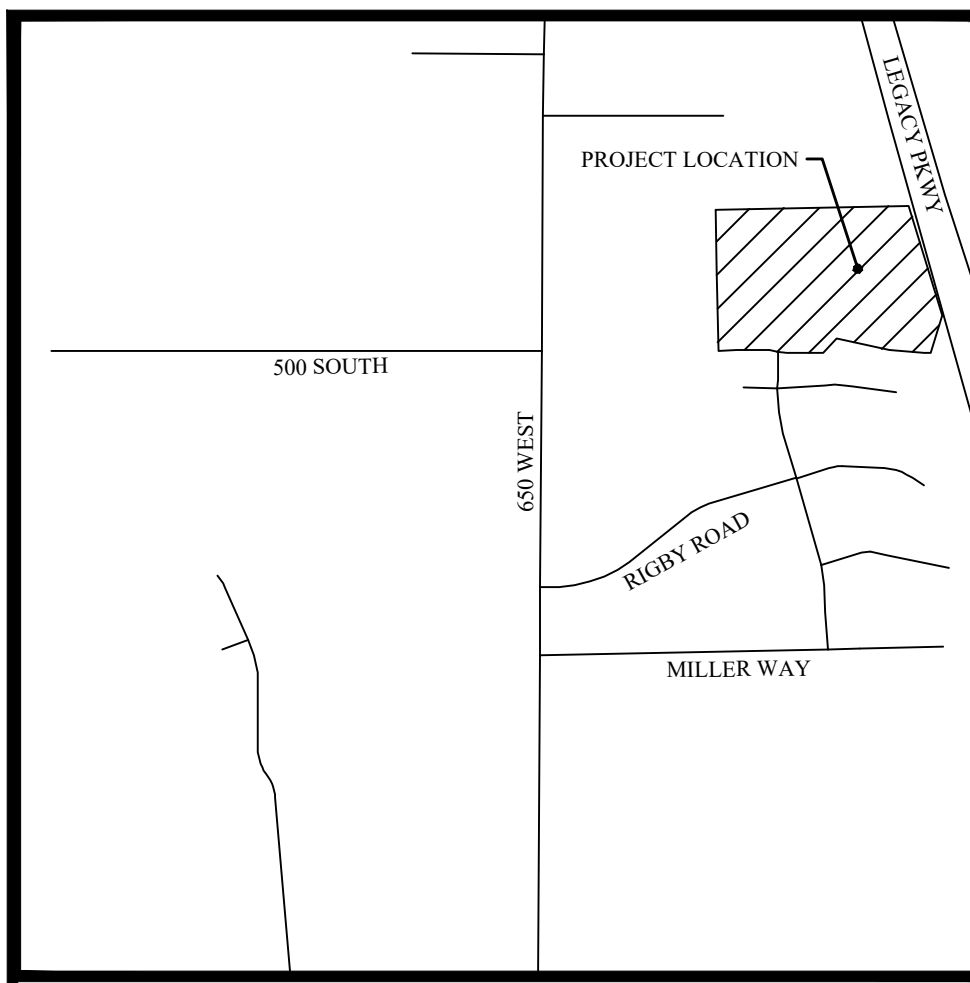












TYPICAL BUILDING SETBACKS  
N.T.S.

# MILLER MEADOWS PHASE 8

SUBDIVISION  
LOCATED IN THE NE 1/4 OF SECTION 25 & THE SW 1/4 OF SECTION 24, T3N, R1W,  
SALT LAKE BASE & MERIDIAN  
FARMINGTON CITY, DAVIS COUNTY, UTAH



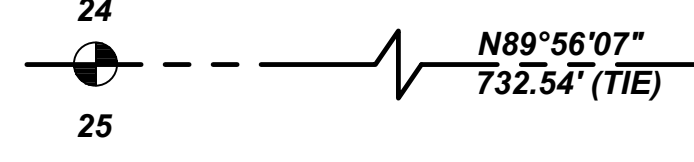
| Easement Line Table |             |        | Easement Line Table |             |        |
|---------------------|-------------|--------|---------------------|-------------|--------|
| LINE                | DIRECTION   | LENGTH | LINE                | DIRECTION   | LENGTH |
| (L1)                | N00°09'56"W | 10.00  | (L6)                | N00°00'00"E | 10.01  |
| (L2)                | S89°42'48"W | 10.00  | (L7)                | S70°59'35"W | 10.00  |
| (L3)                | N90°00'00"W | 10.00  | (L8)                | N71°52'23"E | 10.00  |
| (L4)                | S00°09'56"E | 10.00  | (L9)                | N36°42'59"W | 52.10  |
| (L5)                | N90°00'00"E | 10.00  | (L10)               | N00°00'00"E | 10.00  |

VICINITY MAP  
N.T.S.

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- SECTION MONUMENT (FOUND)
- BOUNDARY MARKERS

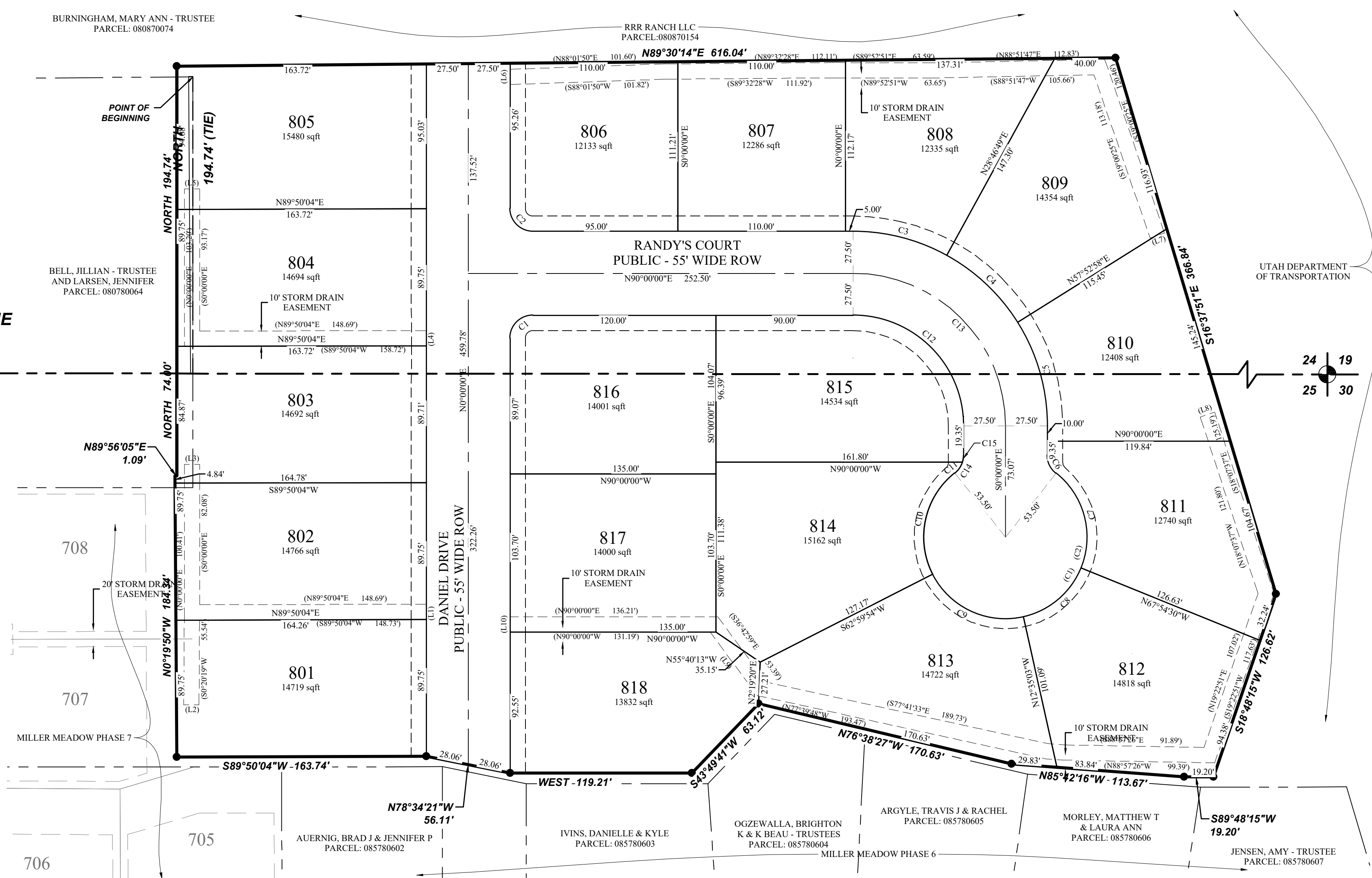
BASIS OF BEARING:  
N89°56'07" SECTION LINE  
MEASURED: 2642.51'



| Curve Table |        |           |        |              |
|-------------|--------|-----------|--------|--------------|
| CURVE       | RADIUS | DELTA     | LENGTH | CHORD LENGTH |
| C1          | 15.00  | 90°00'00" | 23.56  | 21.21        |
| C2          | 15.00  | 90°00'00" | 23.56  | 21.21        |
| C3          | 127.50 | 28°46'49" | 64.04  | 63.37        |
| C4          | 127.50 | 29°06'09" | 64.76  | 64.07        |
| C5          | 127.50 | 32°07'02" | 71.47  | 70.54        |
| C6          | 15.04  | 51°31'08" | 13.52  | 13.07        |
| C7          | 53.58  | 73°36'38" | 68.84  | 64.20        |
| C8          | 53.50  | 55°19'28" | 51.66  | 49.68        |
| C9          | 53.50  | 75°34'56" | 70.58  | 65.57        |
| C10         | 53.58  | 78°31'15" | 73.42  | 67.81        |
| C11         | 53.58  | 78°31'15" | 73.42  | 67.81        |
| C12         | 72.50  | 90°00'00" | 113.88 | 102.53       |
| C13         | 100.00 | 90°00'00" | 157.08 | 141.42       |
| C14         | 15.00  | 34°01'52" | 8.91   | 8.78         |
| C15         | 15.91  | 16°58'02" | 4.61   | 4.59         |

NOTES  
1. YARD DRAINS ARE PRIVATELY OWNED AND MAINTAINED.

OWNER/DEVELOPER  
RAINEY DEVELOPMENT  
259 EAST 500 SOUTH,  
BOUNTIFUL, UTAH 84010  
(801) 927-3000  
CONTACT: BROCK JOHNSTON



**SURVEYOR'S CERTIFICATE**

I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Spencer W. Llewellyn \_\_\_\_\_ Date \_\_\_\_\_  
Professional Land Surveyor  
Certificate No. 10516507

**BOUNDARY DESCRIPTION**

A portion of the NE1/4 of Section 25, Township 3 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:  
Beginning at a point on the Easterly line of that Real Property described in Deed Entry No. 2691506 of the Official Records of Davis County, located N89°56'07"E along the Section line 732.54 feet from the North 1/4 Corner of Section 25, T3N, R1W, SLB&M; thence North along said deed 194.71 feet; thence N89°30'14"E 616.04 feet to the Westerly line of Legacy Highway; thence along the Westerly line of Legacy Highway the following 2 (two) courses: 1) S16°37'51"E 366.84 feet; 2) S18°48'15"W 126.62 feet to the Northerly line of MILLER MEADOWS SUBDIVISION PHASE 6, according to the Official Plat thereof recorded June 9, 2019 as Entry No. 2944330 in Book 6534 of Plats at Page 358 in the Office of the Davis County Recorder; thence along said plat the following 7 (seven) courses: 1) S89°48'15"W 19.20 feet; 2) N85°42'16"W 113.67 feet; 3) N76°38'27"W 170.63 feet; 4) S43°49'41"W 63.12 feet; 5) West 119.21 feet; 6) N78°34'21"W 56.11 feet; 7) S89°50'04"W 163.74 feet to a point on the Easterly line of MILLER MEADOWS SUBDIVISION PHASE 7, according to the Official Plat thereof recorded May 13, 2019 as Entry No. 3159447 in Book 7261 of Plats in the Office of the Davis County Recorder; thence N00°19'50"W along said plat 184.34 feet to the Southerly line of said Real Property described in Deed Entry No. 2691506 of the Official Records of Davis County; thence along said deed the following 2 (two) courses: 1) N89°56'05"E 1.09 feet; 2) North 73.99 feet to the point of beginning.

Contains: 7.08 acres +/-

**OWNER'S DEDICATION**

WE, THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THIS PLAT, AND NAME SAID TRACT

**MILLER MEADOWS PHASE 8  
SUBDIVISION**

AND DO HEREBY DEDICATE, GRANT AND CONVEY TO FARMINGTON CITY, DAVIS COUNTY, UTAH, ALL EASEMENTS AS SHOWN ON THIS PLAT AS PUBLIC UTILITY EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY FARMINGTON CITY.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

**LIMITED LIABILITY ACKNOWLEDGMENT**

STATE OF UTAH  
S.S.  
COUNTY OF \_\_\_\_\_

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF \_\_\_\_\_, IN SAID STATE OF UTAH, \_\_\_\_\_, L.C., A UTAH L.L.C. AND WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE

THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: \_\_\_\_\_ A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN \_\_\_\_\_ COUNTY  
MY COMMISSION No. \_\_\_\_\_ PRINTED FULL NAME OF NOTARY

WEBER BASIN IRRIGATION  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, BY THE BENCHLAND IRRIGATION COMPANY.  
REPRESENTATIVE \_\_\_\_\_

CENTRAL DAVIS SEWER DISTRICT  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, BY THE CENTRAL DAVIS SEWER DISTRICT.  
REPRESENTATIVE \_\_\_\_\_

PLANNING COMMISSION  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, BY THE FARMINGTON CITY PLANNING COMMISSION.  
CHAIRMAN, PLANNING COMMISSION \_\_\_\_\_

CITY ENGINEER  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.  
FARMINGTON CITY ENGINEER \_\_\_\_\_

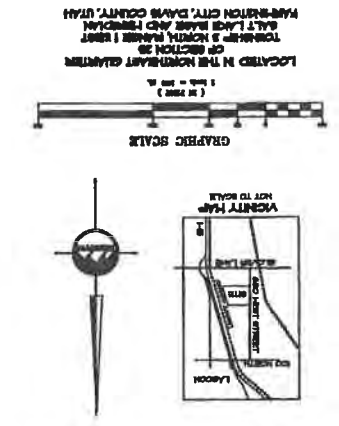
CITY ATTORNEY  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.  
FARMINGTON CITY ATTORNEY \_\_\_\_\_

CITY COUNCIL  
PRESENTED TO THE FARMINGTON CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.  
MAYOR \_\_\_\_\_  
ATTEST \_\_\_\_\_ CITY RECORDER

RECORDED # \_\_\_\_\_  
STATE OF UTAH, COUNTY OF DAVIS  
RECORDED AND FILED AT THE REQUEST OF \_\_\_\_\_  
DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
\$ FEE \_\_\_\_\_ COUNTY RECORDER \_\_\_\_\_

Z:\2020\20-0097\miller meadows phase 7 & 8\design\20-0097.dwg\sheet\c2 - FINAL PLAT PH 8.dwg

RECEIVED  
 OCT 14 2004  
 S-16-04



LOT TABLE

| LOT NO. | ACRES | PROPOSED LOTS INCLUDING CONSERVATION OPEN SPACE |
|---------|-------|---|
| 1       | 1.00  | 1   |
| 2       | 1.00  | 2   |
| 3       | 1.00  | 3   |
| 4       | 1.00  | 4   |
| 5       | 1.00  | 5   |
| 6       | 1.00  | 6   |
| 7       | 1.00  | 7   |
| 8       | 1.00  | 8   |
| 9       | 1.00  | 9   |
| 10      | 1.00  | 10  |
| 11      | 1.00  | 11  |
| 12      | 1.00  | 12  |
| 13      | 1.00  | 13  |
| 14      | 1.00  | 14  |
| 15      | 1.00  | 15  |
| 16      | 1.00  | 16  |
| 17      | 1.00  | 17  |
| 18      | 1.00  | 18  |
| 19      | 1.00  | 19  |
| 20      | 1.00  | 20  |
| 21      | 1.00  | 21  |
| 22      | 1.00  | 22  |
| 23      | 1.00  | 23  |
| 24      | 1.00  | 24  |
| 25      | 1.00  | 25  |
| 26      | 1.00  | 26  |
| 27      | 1.00  | 27  |
| 28      | 1.00  | 28  |
| 29      | 1.00  | 29  |
| 30      | 1.00  | 30  |
| 31      | 1.00  | 31  |
| 32      | 1.00  | 32  |
| 33      | 1.00  | 33  |
| 34      | 1.00  | 34  |
| 35      | 1.00  | 35  |
| 36      | 1.00  | 36  |
| 37      | 1.00  | 37  |
| 38      | 1.00  | 38  |
| 39      | 1.00  | 39  |
| 40      | 1.00  | 40  |
| 41      | 1.00  | 41  |
| 42      | 1.00  | 42  |
| 43      | 1.00  | 43  |
| 44      | 1.00  | 44  |
| 45      | 1.00  | 45  |
| 46      | 1.00  | 46  |
| 47      | 1.00  | 47  |
| 48      | 1.00  | 48  |
| 49      | 1.00  | 49  |
| 50      | 1.00  | 50  |
| 51      | 1.00  | 51  |
| 52      | 1.00  | 52  |
| 53      | 1.00  | 53  |
| 54      | 1.00  | 54  |
| 55      | 1.00  | 55  |
| 56      | 1.00  | 56  |
| 57      | 1.00  | 57  |
| 58      | 1.00  | 58  |
| 59      | 1.00  | 59  |
| 60      | 1.00  | 60  |
| 61      | 1.00  | 61  |
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| 99      | 1.00  | 99  |
| 100     | 1.00  | 100   |

NOTES:

1. PORTION OF THIS PLAT OF ALSO BEING PLAT AND A SEPARATE WITH ORIGINAL CADDIS BARRON IN LOT 107 IN BLOCK.
2. DEFINITION POINT ON THE WEST SIDE OF PARCEL 10 TO BE LOCATED IN NORTH SIDE OF PARCEL 107.
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1 of 1

PRELIMINARY PLAT (NOT TO BE RECORDED)

MILLER MEADOWS  
 WEST WASHINGTON CITY, IOWA  
 DAVIS COUNTY

ENSIGN ENGINEERING

100 East 14th Street, Suite 100  
 West Washington, IA 50501  
 Phone: (515) 251-0022  
 Fax: (515) 251-0023  
 Email: info@ensign.com





## Planning Commission Staff Report January 6, 2022

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### Item 5: Amendment to Park Lane Commons Project Master Plan (PMP)/Development Agreement (DA) to accommodate additional residential dwelling units

|                           |                                |
|---------------------------|--------------------------------|
| Public Hearing:           | No                             |
| Application No.:          | PMP-4-21                       |
| Property Address:         | 1076 West Grand Ave.           |
| General Plan Designation: | TMU (Transportation Mixed Use) |
| Zoning Designation:       | TMU (Transit Mixed Use)        |
| Area:                     | 1.0 + acres                    |
| Number of Lots:           | 2                              |
| Property Owner:           | Park Lane Commons LLC          |
| Agent:                    | Justice Tiedermann             |

Request: *Applicant is requesting a recommendation for Project Master Plan/Development Agreement (PMP/DA) amendment approval.*

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#### **Background Information**

The Planning Commission reviewed the application at a public hearing on December 2, 2021, and tabled consideration of a recommendation to allow time to better understand or do the following: [Staff note: a response in *italics* is after each item below].

1. Staff to provide answers to questions regarding the impact of more residential units on the RDA agreements. *Brigham Mellor, the Farmington City Economic Development Director will attend the meeting to answer RDA (or CRA) questions.*
2. Applicant to provide additional information regarding market needs in regards to parking at the site. *See enclosed Developer Memorandum provided by the applicant dated 12.13.21. Past practices show that the City does not measure distance to the rail station as the “crow flies”. Therefore, the second table in the memorandum is more accurate if updated to match the second table below titled “2022 Zoning Ordinance”.*

The Park Lane Commons Project Master Plan (PMP) was approved by the City Council on June 3, 2014 and memorialized by a development agreement executed on June 23, 2014. This PMP shows commercial buildings, not residential, in the entire area encompassed by the Park Lane Commons - Phase 5 subdivision located north of Grand Ave. and east of Station Parkway (the plat was recorded on March 8, 2019). The developer is now proposing a 4-story residential building and a 3-story residential building, on the two remaining vacant easterly lots adjacent to the west side of Broadway (1075 W. Street). The lots are the same size in area (approx. ½ acre each) and both buildings, which together include 56 dwelling units, have the same footprint size of 7,700 square feet.

Table 1. below shows parking spaces as required by the 2014 Development Agreement and Zoning Ordinance if the apartments are approved. Table 2. shows parking spaces required under today's ordinances. Table 3. reflects present industry standards for fast food restaurants. Table 4. shows parking information if the site remains the same (that is, no additional residential dwelling units are developed).

[Note: the total proposed spaces for each table includes the 31 space of shared parking as demonstrated in developer's memo].

| 1. 2014 Development Agreement and Zoning Ordinance                              |        |                     |                 | Proposed Spaces per Lot                        |        |
|---|--------|---------------------|-----------------|--|--------|
| Use/Floor Area  | Spaces | Allowed** Reduction | Spaces Required | Lot  | Spaces |
|   |        |                     |                 | Sticky Bird <sup>^</sup> ((4597 sf/1000) * 12) |        |
| McDonalds <sup>^</sup> ((4352 sf/1000) * 12)                                    |        |                     | 52              | 501  | 28     |
| Apartments* (32 d.u. x 1.85)  | 59     | 15%                 | 50              | 503  | 29     |
| Apartments* (24 d.u. x 1.85)  | 44     | 15%                 | 37              | 504  | 33     |
| Pad A-Commercial (8000 sf/1000 * 4)   | 32     | 25%                 | 24              |  | 35     |
| Corner Commercial <sup>^^</sup> (750 sf/1000 * 4)                               | 3      | 25%                 | 2               |  |        |
| Common Area   |        |                     | --              |  | 12     |
| Total   |        |                     | 220             |  | 163    |
| <sup>^</sup> DA Section 5.1.5, 12 spaces per 1,000 sf of floor area             |        |                     |                 |  |        |
| <sup>^^</sup> Southeast corner of Grand Ave. and Station Parkway as per the PMP |        |                     |                 |  |        |
| * Section 11-32-104, 1.65 spaces/d.u. + .25/visitor = 1.85                      |        |                     |                 |  |        |
| ** Section 11-18-110 (c), % reductions within 1/2 mile of rail station          |        |                     |                 |  |        |

| 2. 2022 Zoning Ordinance  |         |                     |                 | Proposed Spaces per Lot                            |        |
|---|---------|---------------------|-----------------|--|--------|
| Use/Floor Area  | Spaces* | Allowed** Reduction | Spaces Required | Lot  | Spaces |
|   |         |                     |                 | Sticky Bird <sup>^</sup> ((1517 sf/1000) * 20) + 4 | 34     |
| McDonalds <sup>^</sup> ((1433 sf/1000) * 20) + 4  | 33      | 25%                 | 24              | 501  | 28     |
| Apartments (32 d.u. x 1.85)   | 59      | 15%                 | 50              | 503  | 29     |
| Apartments (24 d.u. x 1.85)   | 44      | 15%                 | 37              | 504  | 33     |
| Pad A-Commercial (8000 sf/1000 * 4)   | 32      | 25%                 | 24              |  | 35     |
| Corner Commercial <sup>^^</sup> (750 sf/1000 * 4)   | 3       | 25%                 | 2               |  |        |
| Common Area   |         |                     | --              |  | 12     |
| Total   |         |                     | 163             |  | 163    |
| <sup>^</sup> Section 11-32-040, 20 spaces/1000 sf of sales and eating area + min of 4 employee spaces |         |                     |                 |  |        |
| <sup>^^</sup> Southeast corner of Grand Ave. and Station Parkway as per the PMP                       |         |                     |                 |  |        |
| * Section 11-32-040, 1.65 spaces/d.u. + .25/visitor = 1.85  |         |                     |                 |  |        |
| ** Section 11-18-110 C., % reductions within 1/2 mile of rail station                                 |         |                     |                 |  |        |

| 3. 2022 Fast Food Industry Standards and Zoning Ordinance              |        |                     |                 | Proposed Spaces per Lot            |        |
|--|--------|---------------------|-----------------|------------------------------------|--------|
| Use/Floor Area   | Spaces | Allowed** Reduction | Spaces Required | Lot                                | Spaces |
|  |        |                     |                 | Sticky Bird^ ((4597 sf/1000) * 10) | 45     |
| McDonalds^ ((4352 sf/1000) * 10)                                       | 44     | 25%                 | 33              | 501                                | 28     |
| Apartments* (32 d.u. x 1.85)   | 59     | 15%                 | 50              | 503                                | 29     |
| Apartments* (24 d.u. x 1.85)   | 44     | 15%                 | 37              | 504                                | 33     |
| Pad A-Commercial (8000 sf/1000 * 4)                                    | 32     | 25%                 | 24              |                                    | 35     |
| Corner Commercial^^ (750 sf/1000 * 4)                                  | 3      | 25%                 | 2               |                                    |        |
| Common Area  |        |                     | --              |                                    | 12     |
| Total  |        |                     | 180             |                                    | 163    |
| ^ DA Section 5.1.5, 12 spaces per 1,000 sf of floor area               |        |                     |                 |                                    |        |
| ^^ Southeast corner of Grand Ave. and Station Parkway as per the PMP   |        |                     |                 |                                    |        |
| * Section 11-32-104, 1.65 spaces/d.u. + .25/visitor = 1.85             |        |                     |                 |                                    |        |
| ** Section 11-18-110 (c), % reductions within 1/2 mile of rail station |        |                     |                 |                                    |        |

| 4. 2022 Fast Food Industry Standards, <b>No Residential</b> , and Zoning Ordinance |        |                    |                 | Proposed Spaces per Lot            |        |
|--|--------|--------------------|-----------------|------------------------------------|--------|
| Use/Floor Area   | Spaces | Allowed* Reduction | Spaces Required | Lot                                | Spaces |
|  |        |                    |                 | Sticky Bird^ ((4597 sf/1000) * 10) | 45     |
| McDonalds^ ((4352 sf/1000) * 10)   | 44     | 25%                | 33              | 501                                | 28     |
| Lot 503 Commercial (8000 sf/1000 * 4)  | 32     | 25%                | 24              | 503                                | 29     |
| Lot 504 Commercial (8000 sf/1000 * 4)  | 32     | 25%                | 24              | 504                                | 33     |
| Pad A-Commercial (8000 sf/1000 * 4)  | 32     | 25%                | 24              |                                    | 35     |
| Corner Commercial^^ (750 sf/1000 * 4)  | 3      | 25%                | 2               |                                    |        |
| Common Area  |        |                    | --              |                                    | 12     |
| Total  |        |                    | 141             |                                    | 163    |
| ^ DA Section 5.1.5, 12 spaces per 1,000 sf of floor area                           |        |                    |                 |                                    |        |
| ^^ Southeast corner of Grand Ave. and Station Parkway as per the PMP               |        |                    |                 |                                    |        |
| * Section 11-18-110 (c), % reductions within 1/2 mile of rail station              |        |                    |                 |                                    |        |

**Suggested Alternative Motions**

- A. Move that that Planning Commission recommend that the City Council approve the applicant’s request to replace commercial space with 56 dwelling units/apartments subject to the following conditions:
  - 1. The City and the applicant shall amend the Park Lance Commons PMP and development agreement, and the exhibits thereto, to include, among other things, updates referenced in paragraphs 6 – 11 of the Developer Memorandum 12.13.21, and the City Attorney must review and provide a recommendation regarding paragraphs 12 and 13 of the same.

2. The developer shall set aside at least 10% of the total number of dwelling units as deed restricted affordable housing for low to moderate income households as per the Zoning Ordinance.
3. The applicant shall provide a reciprocal parking access easement and a parking management plan encompassing the areas shown in the tables set forth in the staff report.

Findings:

1. Notwithstanding the additional 56 dwelling units, commercial/non-residential development remains the predominate use in the Park Lane Commons PMP area consistent with the mixed-use goals, objectives, and purposes of the General Plan and Zoning Ordinance.
2. The tax increment for the area will remain unchanged if the application is approved as requested.
3. The applicant will provide deed restricted affordable dwelling units to help meet the housing needs of low to moderate income households in the community.

- OR -

- B. Move that that Planning Commission recommend that the City Council deny the applicant's request to replace commercial space with 56 dwelling units/apartments.

Findings:

Fast food restaurant industry standards show that the site will be under parked if the planned commercial uses are replaced by 56 dwelling units.

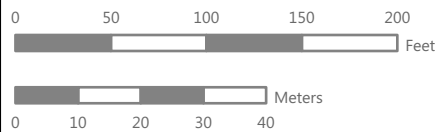
**Supplemental Information**

1. Vicinity Map
2. Developer Memorandum - 12.13.21
3. Brandon Rawlins Letter, December 1<sup>st</sup>, 2021
4. Schematic Site Plan/Building Elevations
5. Park Lane Commons – Phase F subdivision plat
6. Sections 11-18-110 (c) and 11-32-104 of the 2014 Zoning Ordinance
7. Sections 11-18-045 and 11-28-260, Affordable Housing standards, 2021 Zoning Ordinance
8. Draft DA – Amendment No. 2 to the Existing Development Agreement
9. Existing Development Agreement 2014-37
10. Existing Park Lane Commons PMP which is attached as an Exhibit to the Existing Development Agreement





**VICINITY MAP**  
Park Place Living



Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.



**Developer Memorandum – 12.13.21**

Re: Amendment to the Development Agreement to allow Residential @ Park Lane Commons Parcel B

This Memorandum is intended to identify the key sections of the “Supplemental Development Agreement for the Park Lane Commons Project” (dated 6.23.14 – the “DA”), that will need to be noted or amended to accomplish the developer’s request of allowing residential on Parcels 503 & 504 of Parcel B. An amendment to that agreement is proposed to accomplish the following:

1. Section 3.1 provides language supporting “Flexibility, mass transit, walking, bicycling, carpooling and van pooling.”, this change of use will facilitate this objective.
2. Section 4.1 uses the word “generally” when referencing the PMP and is NOT intended to be a rigid application of the plan.
3. Section 5.1.2, again provides for “flexibility regarding building orientation and locations”.
4. Section 5.1.5 – it is recommended to be amended and replaced with language to approve the attached Parking Exhibit. As noted on the exhibit, there is a recorded Declaration of Easements and Covenants for Parcels A & B of this exhibit, where the Developer is the Manager and controlling party of its terms.

Also – this amendment should be done with consideration of the 2021 Zoning Ordinance, which provides for a more relaxed parking requirement. It should be noted that the project is within the ¼ mile radius and NOT ½ mile (see the map attached) – thus receiving the reductions and required spaces as illustrate below:

**2021 Zoning Ordinance**

| Use / Floor Area                       | Spaces Required before Reductions | Allowed Reduction 1/4 Mile | Spaces Required by Ordinance | Spaces Provided Per Parking Plan |
|--|-----------------------------------|----------------------------|------------------------------|----------------------------------|
| Sticky Bird - (1,517 SF/1000 * 20) + 4 | 34                                | 40%                        | 20                           | 27                               |
| McDonalds (1,433 SF/1000 * 20) + 4     | 33                                | 40%                        | 20                           | 28                               |
| Apartments (56 units X 1.85)           | 104                               | 25%                        | 78                           | 89                               |
| Pad A - Offices (8,000 SF/1000 * 3)    | 24                                | 50%                        | 12                           | 19                               |
| Totals                                 |                                   |                            | 130                          | 163                              |
| Over / (Under)                         |                                   |                            |                              | <b>33</b>                        |



| Use / Floor Area                       | Spaces Required before Reductions | Allowed Reduction 1/2 Mile | Spaces Required by Ordinance | Spaces Provided Per Parking Plan |
|--|-----------------------------------|----------------------------|------------------------------|----------------------------------|
| Sticky Bird - (1,517 SF/1000 * 20) + 4 | 34                                | 25%                        | 26                           | 27                               |
| McDonalds (1,433 SF/1000 * 20) + 4     | 33                                | 25%                        | 25                           | 28                               |
| Apartments (56 units X 1.85)           | 104                               | 15%                        | 88                           | 89                               |
| Pad A - Offices (8,000 SF/1000 * 3)    | 24                                | 40%                        | 14                           | 19                               |
| Totals                                 |                                   |                            | 153                          | 163                              |
| Over / (Under)                         |                                   |                            |                              | <b>10</b>                        |

Even under the ½ radius the project is still over parked by 10 stalls.

5. Section 8.1 (4) states **“establish an appropriate mix of uses in locations that will promote and encourage the goals of the TOD Mixed-Use Districts”**. It is the Developers opinion, that after 7 years in marketing and developing this project area, that this change of use is a better application and use of the property to meet the original goals and intent of the DA. Note – the existing zoning of commercial would allow an auto parts store, which has been noted in the submitted Letter from JLL (the real estate broker for the project over the past 7 years) and would NOT require any further approvals of the City.
6. Exhibit A-1 will have the two buildings color changed to brown, depicting residential as with the balance of the exhibit – as depicted in the Parking Exhibit attached.
7. Exhibit B – 1 all drawings will have the two buildings color changed to brown, depicting residential as with the other exhibits.
8. Exhibit B-1 / Attachment 1 – 1.1.1.3 Area B (TMU) shall be amended to provide residential. NOTE – under 1.3 provides – **“Developer will encourage a sharing of parking with various uses...”**, which the amended Parking Exhibit provides.
9. Exhibit B-1 / Attachment 2-1, 2-2, 2-3, 2-5c – will have these (5) exhibits changed to color the two buildings brown, depicting residential as with the balance of the other exhibits.
10. Attachment 3 - will have these (2) exhibits changed to color the two buildings brown, depicting residential as with the balance of the other exhibits

11. Exhibit C - will have this exhibit changed to color the two buildings brown, depicting residential as with the balance of the other exhibits
12. There are no defaults under the existing DA.
13. All other terms and conditions of the DA will remain as stated.

END OF MEMORANDUM







**Park Lane – Parcel B Housing**  
**1,250' from Station = < ¼ Mile**





December 1<sup>st</sup>, 2021

Farmington City  
160 S. Main Street  
Farmington, UT 84025

**RE: Park Lane Commons – Phase 5**

Dear City Planners,

It gives me great pleasure to write this letter of explanation pertaining to the development commonly known as Park Lane Commons, particularly Park Lane Commons – Phase 5 Lot 503 and 504 “The Village – Mixed Use.”

With the increased demand for an active, walkable, and social lifestyle, we need residential units within our mixed-use development. Ultimately the residential units are the main component for retailers to be successful and thrive in our community. In my professional outlook, I forecast the need for more residential units within this development to support and maintain the existing retail users.

During the past 7 years, I have been the exclusive listing broker for the entire Park Lane Commons development. As the Principal Broker for one of the largest commercial brokerage firms globally, Jones Lang LaSalle Americas, Inc (JLL), this provides me with unlimited resources for the marketing efforts and direct communication with all major retailers. I have specialized in Landlord and Tenant representation in Northern Utah for the past 20 years and have witnessed incredible growth in our community. As a community, we have attracted major retail brands such as Cabela's, Café Rio, AAA Insurance, Bank of America, and Mountain America Credit Union to commit and invest in our community. The retail demand has continued to increase year after year because of Farmington City's vision and future development plans that have been established.

We continue to attract the interest of automotive uses such as O'Reilly Auto Parts, Mr. Car Wash, Jiffy Lube, and other similar automotive uses. We are discouraged by these uses because of the increased traffic counts, vehicle stacking, congestion, and noise that ultimately hurt the surrounding residential units.

I fully support and highly recommend Farmington City to approve the proposed walkable TOD development presented as “The Village.” Should you have any questions or would like to discuss further, please feel free to reach out.

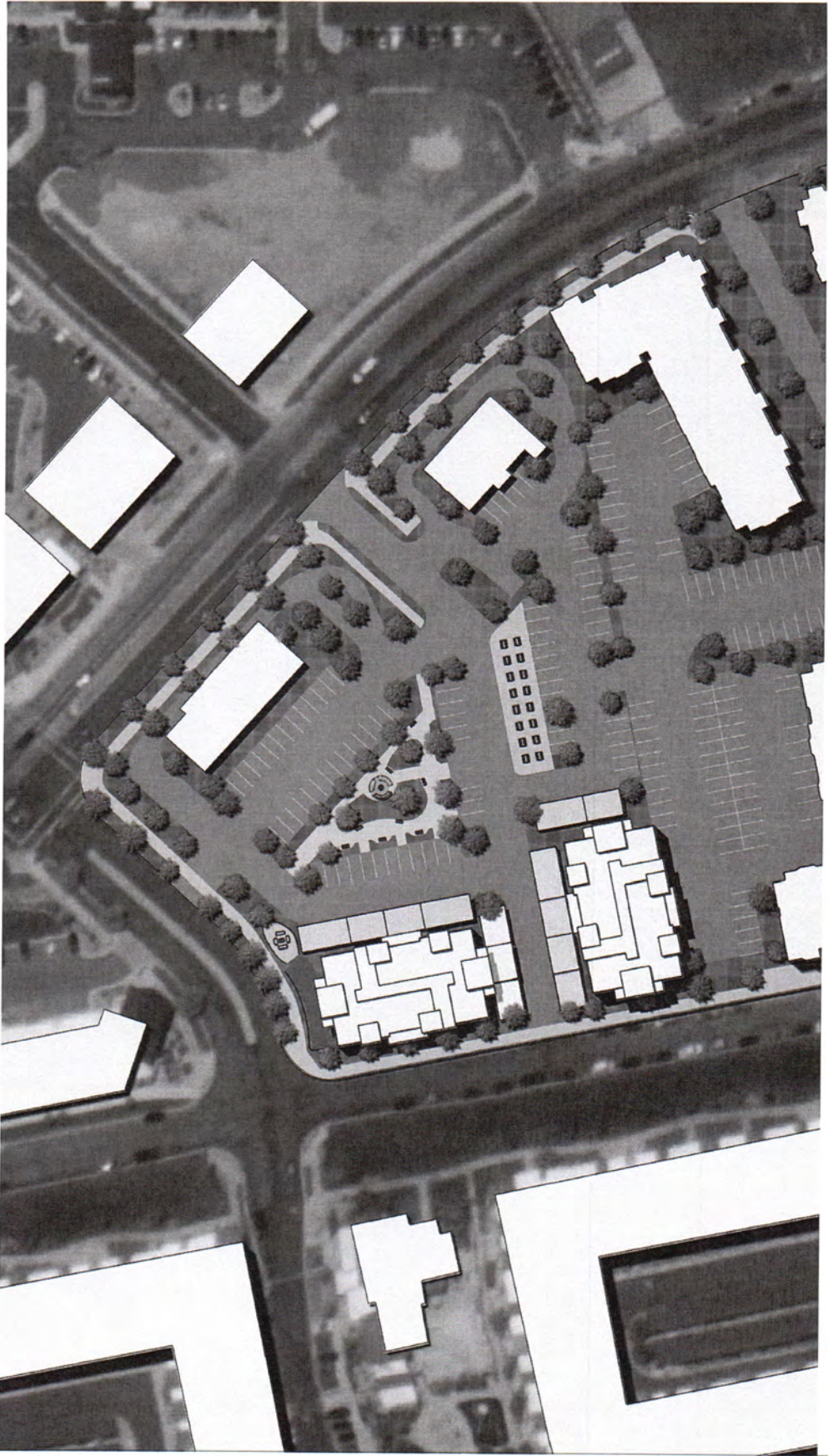
Sincerely,

A handwritten signature in black ink that reads "Brandon Rawlins".

Brandon Rawlins  
Principal Broker  
Jones Lang LaSalle Americas, Inc.  
111 S. Main Street  
Salt Lake City, Utah 84111  
+1 801 456 9521  
brandon.rawlins@am.jll.com







RUSSELL PLATT  
ARCHITECTURE  
1559 W 3860 S  
WEST VALLEY CITY, UT 84119  
(801) 580-0181

# PARK PLACE PARTMENTS

ARCHITECTURAL  
SCHEMATIC SITE PLAN



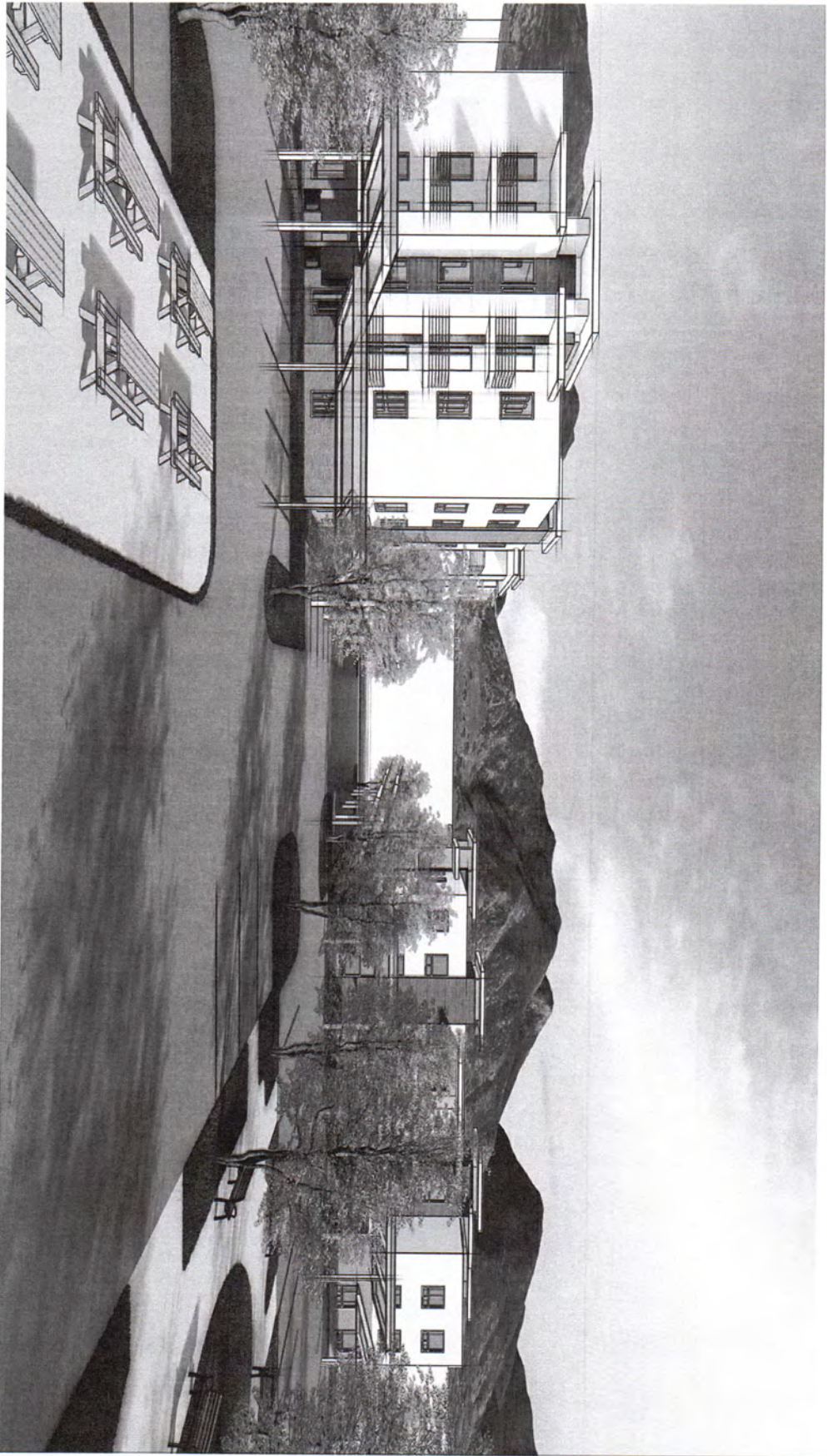


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# PARK PLACE PARTMENTS

RENDERING





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# PARK PLACE PARTMENTS

RENDERING





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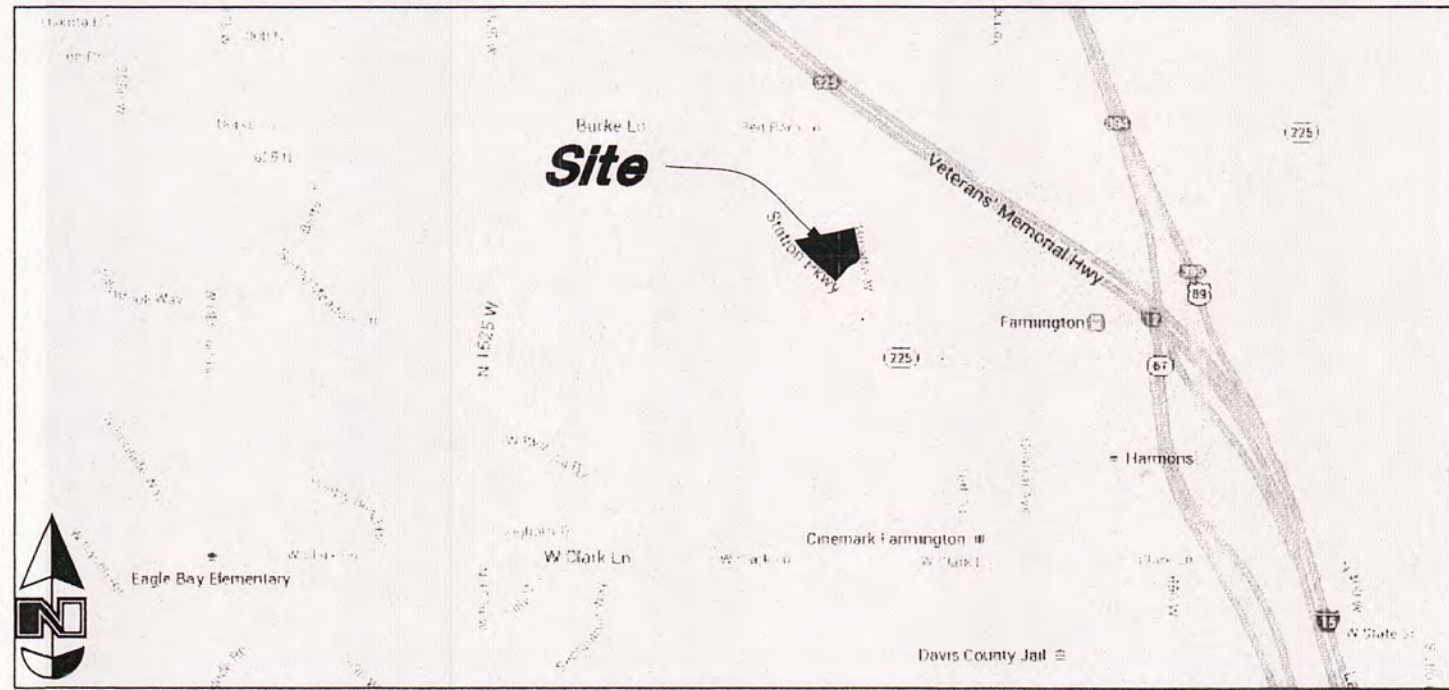
# PARK PLACE PARTMENTS

RENDERING



# Park Lane Commons - Phase 5

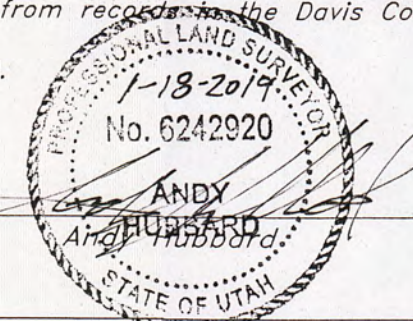
All of Parcel B, Park Lane Commons, being a part of Sections 13 & 14,  
T3N, R1W, SLB&M, U.S. Survey  
Farmington City, Davis County, Utah  
January 2019



VICINITY MAP  
Not to Scale

## SURVEYOR'S CERTIFICATE

I, Andy Hubbard, a Professional Land Surveyor in the State of Utah, do hereby certify that this plat of Park Lane Commons, - Phase 5, in Farmington City, Davis County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Davis County Recorder's Office and of a survey made on the ground.  
Signed this 18th day of January, 2019.



6242920  
License No.

## DESCRIPTION

All of Parcel B, Park Lane Commons, being a part of the Southwest Quarter of Section 13 and the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Farmington City, Davis County, Utah:

Beginning at the Southwest Corner of Residences at Station Park Subd., said point is also on the Easterly Right of Way Line of Station Parkway, said point being 610.24 feet North 00°00'21" West along the Section Line and 309.42 feet West from the Southwest Corner of said Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing being North 00°00'21" West 2636.85 feet from said Southwest Corner to the West Quarter Corner of said Section 13) to the Southerly Line of said Subd.; and running thence North 78°30'38" East 502.80 feet to the Westerly Right of Way Line of Broadway (1075 West Street); thence South 11°29'22" East 247.28 feet along said Westerly Right of Way Line to the Northerly Right of Way Line of Grand Avenue; thence along said Northerly Right of Way Line the following three (3) courses: (1) South 33°03'04" West 47.04 feet to a point of curvature, (2) Southwesterly along the arc of a 194.50 foot Radius curve to the left, the center of which bears South 17°16'29" East; thence 105.20 feet through a Central Angle of 30°59'21", and (3) South 41°44'09" West 128.01 feet to said Easterly Right of Way Line of said Station Parkway; thence along said Easterly Right of Way Line the following two (2) courses: (1) North 48°13'43" West 310.18 feet to a point of curvature and (2) Northwesterly along the arc of a 730.00 foot Radius curve to the right, the Center of which bears North 41°46'17" East; thence 169.78 feet through a Central Angle of 13°19'33" to the Point of Beginning.

Containing 130,866 Sq. Ft. 3.004 Acres

## OWNER'S DEDICATION

We, the undersigned owners of the hereon described tract of land, hereby set apart and subdivide the same into lots and Parcels, and name said tract Park Lane Commons - Phase 5, and hereby dedicate, and grant to Farmington City, Davis County, Utah, all those certain strips designated as public utility easements for public utility and drainage purposes as shown hereon, the same to be used for the installation, maintenance, and operation of public utility service lines and drainage, as may be authorized by Farmington City.

We also dedicate and grant to Farmington City, Davis County, Utah, all those certain strips as Pedestrian and Public Access Easements, the same to be used for Pedestrian and Vehicular ingress and egress purposes as may be authorized by Farmington City.

We also hereby dedicate and grant to the Owners of the lots within the boundary of this subdivision, all those parts or portions of said tract designated as Parcel A, as Common Area, the same to be used for Pedestrian and Vehicular ingress and egress, the installation, maintenance, and operation of utility lines and drainage, as may be authorized by the Owners of said Lots.

We also hereby dedicate and grant to the Owners of the lots within the boundary of this subdivision, all those parts or portions of said tract designated as Public Access Easement the same to be used for Pedestrian and Vehicular ingress and egress, as may be authorized by the Owners of said Lots.

We also hereby dedicate and grant to the Owner of Lot 501, all those parts or portions of said tract designated as Parcel B, as Limited Common Area, with exclusive rights for the continued use of said Parcel B, as described in an existing Ground Lease Agreement.

Signed this 18th day of January, 2019.

Park Lane Commons, LLC -  
Rich Haws - Manager  
1200 W. Red Barn Lane  
Farmington, Utah 84025

Farmington Square, LLC -  
Rich Haws - Manager  
1200 W. Red Barn Lane  
Farmington, Utah 84025



## Park Lane Commons - Phase 5

All of Parcel B, Park Lane Commons, being a part of Sections 13 & 14,  
T3N, R1W, SLB&M, U.S. Survey  
Farmington City, Davis County, Utah  
January 2019

## DAVIS COUNTY RECORDER

ENTRY NO. 3147178  
FILED FOR RECORD AND  
RECORDED 3-8-2019 AT  
10:42am IN BOOK 2816 OF OFFICIAL  
RECORDS, PAGE 234  
FOR Farmington City  
DAVIS COUNTY RECORDER  
BY: [Signature]  
DEPUTY

## ACKNOWLEDGMENT

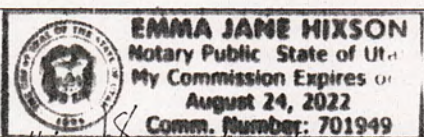
State of Utah }  
County of DAVIS } ss



The foregoing instrument was acknowledged before me this 18th day of January, 2019 by Rich Haws, Manager of PARK LANE COMMONS, LLC.  
Residing At: Farmington, UT  
Commission Number: 701949  
Commission Expires: August 24, 2022  
Emma Jane Hixson  
Print Name

## ACKNOWLEDGMENT

State of Utah }  
County of DAVIS } ss



The foregoing instrument was acknowledged before me this 18th day of January, 2019 by Rich Haws, Manager of FARMINGTON SQUARE, LLC.  
Residing At: Farmington, UT  
Commission Number: 701949  
Commission Expires: August 24, 2022  
Emma Jane Hixson  
Print Name

## DAVIS COUNTY SURVEY BEARING DESCRIPTION

Beginning at a point North 00°00'26" East 610.31 feet and West 309.42 feet from the Southwest Corner of Section 13 Township 3 North, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing being North 00°00'26" East 2636.85 feet from said Southwest Corner to the West Quarter Corner of said Section 13), and running thence North 78°31'25" East 502.80 feet; thence South 11°28'35" East 247.28 feet; thence South 33°03'51" West 47.04 feet to a point of curvature of a 194.50 foot Radius curve to the left, the Center of which bears South 17°15'42" East; thence Southwesterly along the arc of said curve 105.20 feet through a Central Angle of 30°59'21"; thence South 41°44'56" West 128.01 feet; thence North 48°12'56" West 310.18 feet to a point of curvature of a 730.00 foot Radius curve to the right, the Center of which bears North 41°47'04" East; thence Northwesterly along the arc of said curve 169.78 feet through a Central Angle of 13°19'33" to the Point of Beginning.

Contains 130,866 Sq. Ft. or 3.004 Acres.

## NARRATIVE

This Plat was completed at the request of Mr. Rich Haws of Farmington Square, LLC to subdivide the Existing Parcel into four (4) lots and two (2) Parcels as shown hereon.

A line bearing N 0°00'21" W between the West Quarter Corner and the Southwest Corner of Section 13, T3N, R1W, SLB&M was used as the Basis of Bearings.

The original Park Lane Commons Plat was used to establish the boundaries of this Parcel (Davis County Recorder Entry No. 2598621).

Property corners were monumented as depicted on this Plat.

## NOTES:

- Parcel A is a Common Access Area for Vehicular and Pedestrian Access across the Development.
- Parcel B is a "Together With" Parcel tied to an existing Metes and Bounds Ground Lease Agreement with the Current Tenant of Lot 501. No other Parcels other than Lot 501 have Exclusive Rights to Parcel B.
- A copy of a Geotechnical Study prepared by GSH Geotechnical, Inc Dated May 11, 2015 has been provided to Farmington City.



5746 SOUTH 1475 EAST OGDEN, UTAH 84403  
MAIN (801)394-4515 S.L.C (801)521-0222 FAX (801)392-7544  
WWW.GREATBASINENGINEERING.COM

### FARMINGTON CITY PLANNING COMMISSION APPROVAL

Reviewed by the Farmington City Planning Commission on the 17th day of January, 2019.

[Signature]  
Chairperson

### FARMINGTON CITY ENGINEER'S APPROVAL

Approved by the Farmington City Engineer on this 30th day of February, 2019.

[Signature]  
Signature

### CENTRAL DAVIS SEWER DISTRICT APPROVAL

Approved by the Central Davis Sewer District on this 23rd day of January, 2019.

[Signature]  
Signature

### FARMINGTON CITY ATTORNEY'S APPROVAL

Approved by the Farmington City Attorney on this 18th day of January, 2019.

[Signature]  
Signature

### WEBER BASIN WATER CONSERVANCY DISTRICT

Approved by the Weber Basin Water Conservancy District on this 29th day of January, 2019.

[Signature]  
Signature

### FARMINGTON CITY COUNCIL APPROVAL

This is to certify that this plat and dedication of this plat were duly approved and accepted by the City Council of Farmington City, Utah this 13th day of February, 2019.

Attest: [Signature]  
Recorder

[Signature]  
Mayor

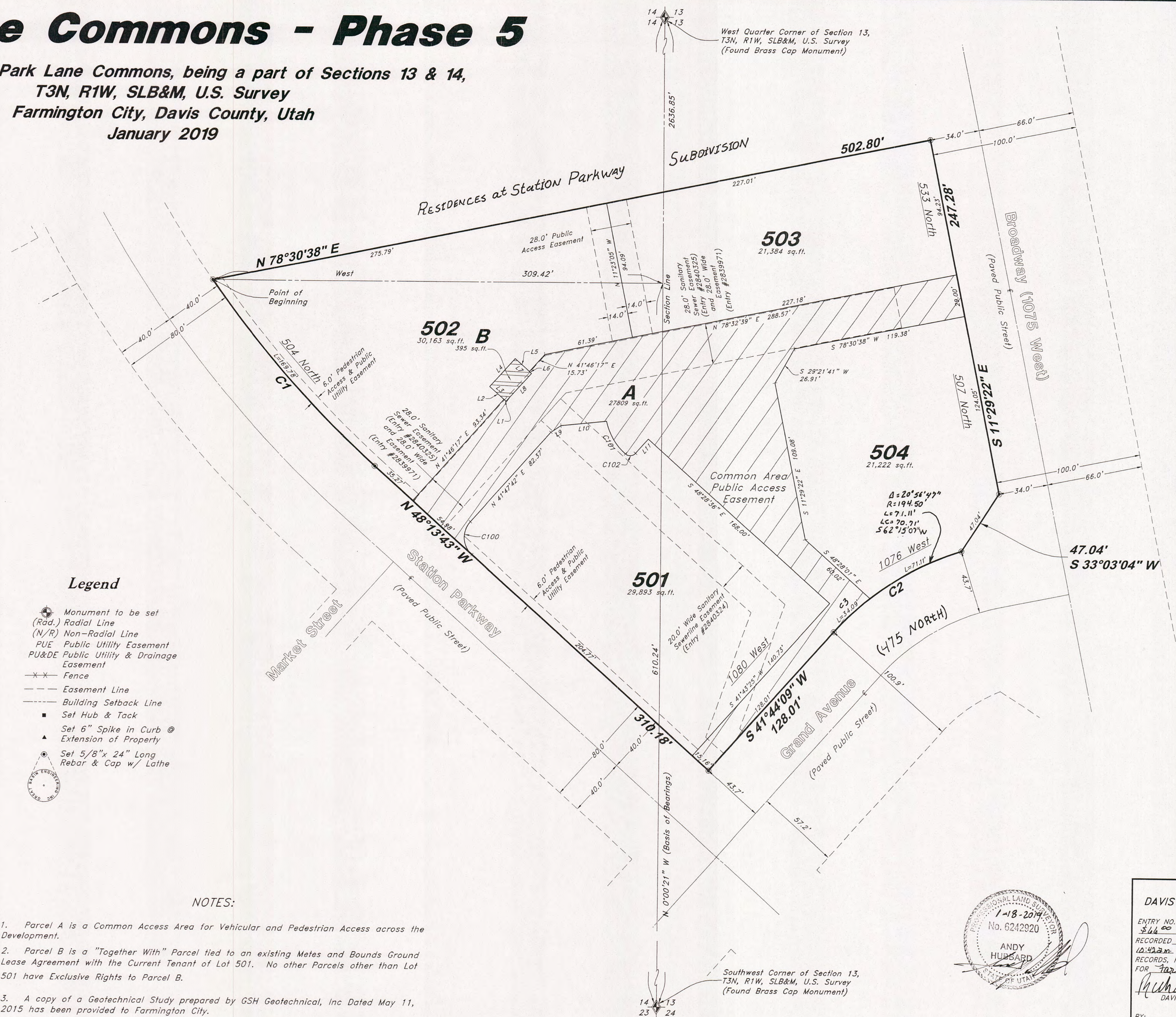
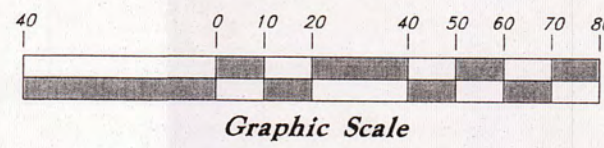


# Park Lane Commons - Phase 5

All of Parcel B, Park Lane Commons, being a part of Sections 13 & 14,  
T3N, R1W, SLB&M, U.S. Survey  
Farmington City, Davis County, Utah  
January 2019



Scale: 1" = 40'



| PROPERTY LINE CURVE DATA |           |         |         |         |               |
|--------------------------|-----------|---------|---------|---------|---------------|
| Curve                    | Delta     | Radius  | Length  | Chord   | Chord Bearing |
| C1                       | 13°19'33" | 730.00' | 169.78' | 169.40' | N 41°33'57" W |
| C2                       | 30°59'21" | 194.50' | 105.20' | 103.92' | S 57°13'50" W |
| C3                       | 10°02'34" | 194.50' | 34.05'  | 34.05'  | S 46°45'26" W |

| PARCEL LINE CURVE DATA |           |        |        |        |               |
|------------------------|-----------|--------|--------|--------|---------------|
| Curve                  | Delta     | Radius | Length | Chord  | Chord Bearing |
| C100                   | 90°01'24" | 16.00' | 25.14' | 22.63' | N 3°12'56" W  |
| C101                   | 37°31'43" | 40.00' | 26.20' | 25.73' | S 31°01'46" E |
| C102                   | 88°41'38" | 5.00'  | 7.74'  | 6.99'  | N 85°52'05" E |

| PARCEL LINE DATA |               |        |
|------------------|---------------|--------|
| Line             | Bearing       | Length |
| L1               | N 48°13'48" W | 1.98   |
| L2               | N 48°13'48" W | 13.22  |
| L3               | S 48°13'48" E | 15.20  |
| L4               | N 41°46'12" E | 26.00  |
| L5               | S 48°13'43" E | 13.22  |
| L6               | S 48°13'43" E | 1.98   |

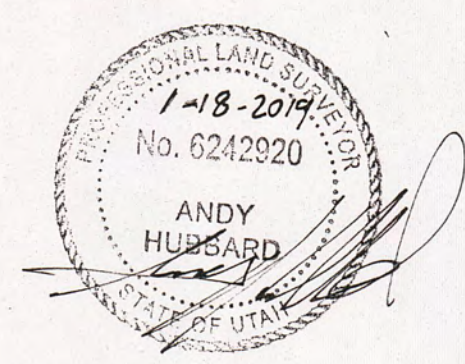
| PARCEL LINE DATA |               |        |
|------------------|---------------|--------|
| Line             | Bearing       | Length |
| L7               | S 48°13'43" E | 15.20  |
| L8               | S 41°46'12" W | 26.00  |
| L9               | N 55°43'43" E | 8.29   |
| L10              | N 84°15'21" E | 31.43  |
| L11              | N 41°31'59" E | 12.99  |

- Legend**
- ⊕ Monument to be set (Rad.) Radial Line (N/R) Non-Radial Line
  - PUE Public Utility Easement
  - - - PU&DE Public Utility & Drainage Easement
  - x - x - Fence
  - - - Easement Line
  - - - Building Setback Line
  - Set Hub & Tack
  - ▲ Set 6" Spike in Curb @ Extension of Property
  - Set 5/8"x 24" Long Rebar & Cap w/ Lathe

- NOTES:**
- Parcel A is a Common Access Area for Vehicular and Pedestrian Access across the Development.
  - Parcel B is a "Together With" Parcel tied to an existing Metes and Bounds Ground Lease Agreement with the Current Tenant of Lot 501. No other Parcels other than Lot 501 have Exclusive Rights to Parcel B.
  - A copy of a Geotechnical Study prepared by GSH Geotechnical, Inc Dated May 11, 2015 has been provided to Farmington City.

**GREAT BASIN ENGINEERING**

5746 SOUTH 1475 EAST OGDEN, UTAH 84403  
 MAIN (801)394-4515 S.L.C (801)521-0222 FAX (801)392-7544  
 WWW.GREATBASINENGINEERING.COM



DAVIS COUNTY RECORDER

ENTRY NO. 3147178 FEE PAID \$44.00 FILED FOR RECORD AND RECORDED 3-8-2019 AT 10:42 AM IN BOOK 7215 OF OFFICIAL RECORDS, PAGE 234 RECORDED FOR Farmington City

Michael J. Maughan  
 DAVIS COUNTY RECORDER

BY: \_\_\_\_\_ DEPUTY

08-622



11-18-110

(c) Parking requirements for any use in the mixed-use districts may be reduced by up to 25% through the PMP process. Table 18.2, Off-Street Parking Reductions shall be used to modify the minimum amount of parking spaces required by Chapter 32, Off-Street Parking, Loading and Access, which will be evaluated during the development plan review process.

| <b>Table 18.2 - Off-Street Parking Reductions</b> |  |  |  |
|---|--|--|--|
|   | <i>Within 1/8 mile of rail station</i> | <i>Within 1/4 mile of rail station</i> | <i>Within 1/2 mile of rail station</i> |
| <b>Office</b>                                     | 50%                                    | 40%                                    | 25%                                    |
| <b>Retail/Commercial</b>                          | 50%                                    | 40%                                    | 25%                                    |
| <b>Residential</b>                                | 40%                                    | 25%                                    | 15%                                    |
| <b>Civic/Public</b>                               | 50%                                    | 40%                                    | 25%                                    |

(d) Off-street parking shall not exceed the requirements established by Chapter 32, Off-Street Parking, Loading and Access, unless a shared-parking analysis for uses within 1/8 mile of each building has been conducted to show that needs for additional parking cannot be met through a shared parking arrangement. Parking exceeding the requirements shall be in the form of structured parking.

**11-18-111 Landscaping & Street Furniture Standards**

The following landscaping standards shall apply to all new development within the TOD mixed-use districts. Additional landscaping standards may be set forth and be more fully defined in the applicable MDG and maintained pursuant to a CAMP. Species shall be selected from the approved plant list provided by the city or within the MDG for the project.

1. Street trees shall be provided on all street frontages at a maximum spacing of forty (40) feet on center unless the species to be used recommends spacing greater than 40 feet. Spacing should be as uniform as possible, with exceptions allowed to preserve clear visibility zones near intersections and driveway and alley access points.
2. Street trees shall be planted within a landscaped park strip of at least six (6) feet in width, between the roadway and sidewalk, or tree grates of at least five (5) feet.
3. On promenade streets where on-street parking is permitted and where no landscape strip is present, street trees may be planted in sidewalk bulb-out areas.
4. Street trees shall be planted no closer than twenty (20) feet to light standards.
5. Street tree species selections shall help define the public space of the street, especially in residential neighborhoods. Different streets should be planted with different species to provide

# 2014 Zoning Ordinance

driveways leading to a garage or properly designated parking space, shall be paved or graveled so as to encourage or make possible the parking of vehicles thereon.

(6) **Traffic Study.** For developments where the impacts of additional traffic on abutting streets or impacts associated with interior circulation may be critical, a traffic impact study may be required by the City. This study shall be prepared by an engineer specializing in traffic analysis. At the discretion of the City, the traffic study may include, among other things, an analysis of on-site circulation, capacities of existing streets, number of additional trips which will be generated, origin/destination studies, peak traffic volumes and movements, the effect of driveways on traffic flow on adjacent streets, and the effect on functional characteristics of intersections due to proximity of driveways.

(7) **Joint Use Parking Areas.** When two dissimilar uses are located adjacent to each other and the demand for parking in conjunction with those uses would not conflict, the Planning Commission may authorize the use of such combined facilities requiring the maximum number of parking spaces for the larger use. Joint use of parking areas for similar adjacent uses may be provided as long as the total off-street parking spaces is equal to the minimum requirement for each individual use. If the common facilities are located on more than one lot, a covenant for the preservation of the parking facilities must be filed with the City.

(8) **Parking Standards for Historic Structures.** As part of a Site Development Application, the Planning Commission may consider and approve a reduction or modification of the standards contained herein for uses proposed in historic structures providing it can be demonstrated that the standards for such use exceed that which is necessary in the specific case, that congestion on adjacent streets will not be significantly increased, and that by granting such a reduction, the safety and general welfare of the public will not be compromised. For the purpose of this Chapter, "historic structure" is defined as a non-residential building which is over fifty (50) years old and/or which is listed on the National Register of Historic Properties.

(9) **Variances.** The Board of Adjustment may authorize, on appeal, a reduction in the required parking and loading spaces as described in this Chapter upon a finding that in a specific case, the nature of the use or premises, would mitigate the need for the full parking requirement specified in this Chapter. Availability of street parking would not be justification for reducing the requirement.

## 11-32-104 Minimum Parking Spaces Required.

Required off-street parking shall be provided for each land use as listed below. For any use not listed, the requirements for the most nearly similar use which is listed shall apply. The Planning Commission shall determine which listed use is most nearly similar. In special cases where it is determined that there is not a similar use, the Planning Commission, in consultation with the developer, shall establish the minimum parking space requirement:

| USE  | PARKING SPACES REQUIRED  |
|--|--|
| Dwelling, Single-Family to Four Family     | 2 parking spaces per dwelling unit   |
| Dwelling, Multi-Family (5+ units/building) | 1.6 parking spaces per unit plus .25 spaces per unit for visitors  |
| Hotel and Motel                            | 1 parking space per unit plus specified requirements for restaurants, auditoriums, meeting rooms, and other related facilities |



| USE   | PARKING SPACES REQUIRED  |
|---|--|
| Intensive Commercial Business, Retail Stores and shops                              | 4 parking spaces per 1000 square feet of floor area  |
| Less Intensive Commercial Businesses, Including Auto, Lumber, Appliance Sales, etc. | 1.5 parking spaces per 1,000 square feet of indoor and outdoor sales and display area  |
| Auto Repair / Body shop   | 3 spaces for each service bay (service bay itself shall not be counted as a parking space) plus 1 space for each vehicle customarily used in operation of the business   |
| Commercial Recreation, such as Golf Course, Bowling Alley, etc.                     | Determined by the Planning Commission  |
| Offices and Personal Services   | 3 parking spaces per 1,000 square feet of floor area   |
| Sit-Down Restaurants and Bars   | 12 parking spaces per 1,000 square feet of floor area  |
| Fast-Food or Drive-In Restaurant  | 20 parking spaces per 1,000 square feet of sales and eating area plus a minimum of 4 employee parking spaces   |
| Drive-in Facilities, required stacking space  | There shall be sufficient distance in advance of a service window to store 4 cars, not including the vehicle at the window. In the case of a fast food restaurant, the distance between a menu board and the pick-up window shall be sufficient to store 4 cars, not including the vehicles at the pick-up window and menu board, and storage for at least 4 vehicles shall also be provided in advance of the menu board. A minimum of 20 feet per vehicle shall be provided. Such spaces shall be designed so as not to impede pedestrian or vehicular circulation on the site or on abutting streets. |
| Auditoriums, Assembly Halls, Theaters, Churches, Funeral Homes                      | 1 parking space for every 4 seats. Where there are no fixed seats, 1 space shall be provided for every 50 s.f. of gross floor area.  |
| Dental and Medical Clinics  | 6 parking spaces per 1,000 square feet of floor area   |
| Hospitals   | 1 parking space per each bed   |
| Nursing Home  | 1 parking space per each bed   |

| USE   | PARKING SPACES REQUIRED  |
|---|--|
| Manufacturing Uses, Research and Testing, Wholesale | 2 parking spaces per 1,000 square feet of gross floor area plus 1 space for each company vehicle operating from the premises. 1 parking space per 1000 s.f. of gross floor area shall be provided for warehousing and/or space used exclusively for storage. |
| Senior High Schools                                 | 7 parking spaces per classroom   |
| Elementary and Junior High School                   | 2 parking spaces per classroom   |

**11-32-105 Off-Street Loading.**

(1) **Off-Street Loading Required.** For every building with a floor area over ten thousand (10,000) square feet which contains a commercial or industrial use, to or from which deliveries are regularly made by motor vehicle, at least one (1) off-street loading space shall be provided and maintained on the same lot with the building. For buildings larger than ten thousand (10,000) square feet, an additional loading space shall be provided for the next thirty thousand (30,000) square feet, or portion thereof. One (1) additional loading space shall be provided for each increment of forty thousand (40,000) square feet thereafter.

(2) **Size of Loading Space.** Each loading space shall be not less than fourteen (14) feet wide and twenty-five (25) feet long with a vertical clearance of fourteen (14) feet.

(3) **Location of Loading Space.** Required loading spaces may occupy any required yard except the front yard. The loading space shall be designed and arranged so that no vehicle may be parked or stored or requires maneuvering room within a public street. No loading space shall be located closer than fifty (50) feet to a residential boundary except when it is screened by a six (6) foot wall or solid fence.

**11-32-106 Access to Off-Street Parking and Loading Spaces.**

(1) **Ingress and Egress -** Adequate ingress and egress to all uses shall be provided as follows:

- (a) Residential driveways shall be not more than twenty (20) feet in width when serving as access to two (2) properly designated spaces or thirty (30) feet in width when serving as access to three (3) properly designated parking spaces as measured at the front or side corner property line. "Properly designated parking spaces" shall include spaces in a garage, carport, or on a parking pad located to the side of a dwelling and not located within the minimum front yard setback. Additional driveway width for access to a rear yard, for more than three (3) properly designated parking spaces, or for multiple-family residential developments may be reviewed by the Planning Commission as a conditional use (no fee shall be required). Residential driveways shall be designed at a width which is the minimum necessary to provide adequate access to designated parking spaces.
- (b) Not more than one (1) driveway for each separate street frontage shall be

Chapter 17

**ORIGINAL TOWNSITE RESIDENTIAL**

**11-17-035: MODERATE INCOME HOUSING:**

- A. Minimum Requirement: Subdividers must provide or set aside lots (or dwelling units at the option of the City) equal in number to at least ten percent (10%) of the total number of lots approved for the subdivision for moderate income housing subject to entering into an agreement with the City; unless, at the sole discretion of, and by agreement with the City, the subdivider provides:
  - 1. Open space; or
  - 2. A fee in lieu thereof determined in consideration of factors set forth in Section 11-28-270 of this Title; or
  - 3. Some other public benefit; or
  - 4. A combination of 1, 2, and 3 above.
- B. Exemption: Subdivisions resulting in two or fewer additional lots are exempt from the minimum moderate-income housing requirements of this Section.
- C. Additional Lots: The City may approve additional lots than what is conventionally allowed in the underlying zone as an incentive to a subdivider to provide moderate income housing.

Chapter 18

**MIXED USE DISTRICTS**

**11-18-045: MODERATE INCOME HOUSING:**

- A. Minimum Requirement: Developers must provide or set aside dwelling units equal in number to at least ten percent (10%) of the total number of dwelling units approved for the development for moderate income housing subject to entering into an agreement with the City; unless, at the sole discretion of, and by agreement with the City, the developer provides:
  - 1. Open space; or
  - 2. A fee in lieu thereof determined in consideration of factors set forth in Section 11-28-270 of this Title; or



3. Some other public benefit; or
  4. A combination of 1, 2, and 3 above.
- B. Exemption: Developments resulting in two or fewer additional dwelling units are exempt from the minimum moderate-income housing requirements of this Section.
- C. Additional Dwelling Units: The City may approve additional dwelling units than what is conventionally allowed in the underlying zone as an incentive to a developer to provide moderate income housing.

## Chapter 19

### COMMERCIAL MIXED USE

#### 11-19-035: MODERATE INCOME HOUSING:

- A. Minimum Requirement: Developers must provide or set aside dwelling units equal in number to at least ten percent (10%) of the total number of dwelling units approved for the development for moderate income housing subject to entering into an agreement with the City; unless, at the sole discretion of, and by agreement with the City, the developer provides:
1. Open space; or
  2. A fee in lieu thereof determined in consideration of factors set forth in Section 11-28-270 of this Title; or
  3. Some other public benefit; or
  4. A combination of 1, 2, and 3 above.
- B. Exemption: Subdivisions resulting in two or fewer additional lots are exempt from the minimum moderate-income housing requirements of this Section.
- C. Additional Dwelling Units: The City may approve additional dwelling units than what is conventionally allowed in the underlying zone as an incentive to a developer to provide moderate income housing.

## Chapter 20

### NEIGHBORHOOD MIXED USE

**11-20-035: MODERATE INCOME HOUSING:**

- A. Minimum Requirement: Developers must provide or set aside dwelling units equal in number to at least ten percent (10%) of the total number of dwelling units approved for the development for moderate income housing subject to entering into an agreement with the City; unless, at the sole discretion of, and by agreement with the City, the developer provides:
  - 1. Open space; or
  - 2. A fee in lieu thereof determined in consideration of factors set forth in Section 11-28-270 of this Title; or
  - 3. Some other public benefit; or
  - 4. A combination of 1, 2, and 3 above.
- B. Exemption: Subdivisions resulting in two or fewer additional dwelling are exempt from the minimum moderate-income housing requirements of this Section.
- C. Additional Dwelling Units: The City may approve additional dwelling units than what is conventionally allowed in the underlying zone as an incentive to a developer to provide moderate income housing.

Chapter 27

**PLANNED UNIT DEVELOPMENT (PUD)**

**11-27-120: STANDARDS AND REQUIREMENTS:**

- G. Open Space:
  - 2. Alternatives To Open Space: The City, as a legislative action concurrent with the consideration of a PUD and at its sole discretion, may enact one or all of the following alternatives in lieu of the required open space set forth herein:
    - a. Historic Preservation: The City, at its sole discretion, may consider preservation of an on site building or structure eligible, or that may be eligible, for the National Register of Historic Places in lieu of the ten percent (10%) open space.
    - b. Transfer Of Development Right (TDR): A TDR lot may replace all or a portion of the ten percent (10%) open space requirement consistent with the standards contained elsewhere in this title.

- c. Waiver: The City may waive all or a portion of the ten percent (10%) open space requirement consistent with the standards set forth in this chapter. Any development receiving a waiver shall not qualify for a density bonus.
- d. Moderate Income Housing: Developers may provide or set aside dwelling units equal in number to at least ten percent (10%) of the total number of dwelling units approved for the development for moderate income housing subject to entering into an agreement with the City; unless, at the sole discretion of, and by agreement with the City, the developer provides:
  - (1) A fee in lieu thereof determined in consideration of factors set forth in Section 11-28-270 of this Title; or
  - (2) Some other public benefit; or
  - (3) A combination of 1 and 2 above.

## Chapter 28

### **SUPPLEMENTARY AND QUALIFYING REGULATIONS**

#### **11-28-260: MODERATE INCOME HOUSING FEE IN LIEU ANALYSIS:**

- A. Analysis Input Factors: Respective zone district standards in this Title, which require a minimum moderate-income housing set aside, also may allow a fee in lieu thereof at the sole discretion of the City. In determining a fee in lieu amount, the City may use the following information:
  - 1. Average last 12-month home sales price in Farmington City of homes constructed within the previous three years;
  - 2. Average rent of new condos/apartments to include, among other things, studio and 1 to 4-bedroom dwelling units;
  - 3. HOA/Property Management Fees as part of the rent expense in an apartment analysis;
  - 4. Current prevailing 30-year fixed home loan/mortgage interest rate;
  - 5. Utility allowance/expenses; and
  - 6. 80% and 60% AMI (Average Median Income) for Davis County.
- B. Analysis Resources: Data necessary to prepare the fee in lieu analysis may come from, but not be limited to, the following sources: real estate professionals, such as brokers and appraisers; MLS (Multiple Listing Service); mortgage loan brokers; Davis Housing Authority; on-line tenant rent income housing calculators; etc.



- C. Analysis: The City may determine the fee in lieu amount for single-family, two-family (same as multiple-family), and multiple-family dwellings as set forth in the table below:

| Affordable Housing Fee in Lieu Calculations—Sample Table Only                    |  |  |    |             |            |            |
|--|--|--|----|-------------|------------|------------|
| Single-Family Calculation  |  |  |    |             |            |            |
| 80% AMI Davis County   |  | 30% of the 80% Income for Davis County |    |             |            |            |
| \$   | 74,640.00  | 5 person HH                            |    | \$          | 22,392.00  |            |
| A  | Average Home Price in Farmington (for homes sold since March of 2020 and built in 2018 or later) |  |    |             | \$         | 802,397.00 |
| B  | 80% AMI Affordable Home Price  |  |    |             | \$         | 390,000.00 |
| Annual Housing Costs   |  |  |    |             |            |            |
| Mortgage Amount  |  | 100%                                   | \$ | 390,000.00  |            |            |
| Interest Rate  |  | 3%                                     |    | 4.0%        |            |            |
| Annual P&I   |  |  | \$ | (15,000.01) |            |            |
| PMI  |  | 0.75%                                  | \$ | (2,925.00)  |            |            |
| Utility Allowance  |  | 4 bedrooms                             | \$ | (1,980.00)  |            |            |
| Insurance  |  | 0.15%                                  | \$ | (585.00)    |            |            |
| Taxes  |  | 0.50%                                  | \$ | (1,950)     |            |            |
| Total  |  |  | \$ | (22,440.01) |            |            |
| Affordable Housing Fee in Lieu Amount (A less B)                                 |  |  |    |             | \$         | 412,397.00 |
| Multi-Family Calculation   |  |  |    |             |            |            |
| Three Bedroom  |  |  |    |             |            |            |
| 60% AMI Affordable Rent  |  |  |    | \$          | 1,347.00   |            |
| Utility Allowance  |  |  |    | \$          | 100.00     |            |
| HOA Fees   |  |  |    | \$          | 80.00      |            |
| Total  |  |  |    | \$          | 1,167.00   |            |
| A  | Market Rent (Monthly)  |  |    |             | \$         | 1,800.00   |
| B  | 60% AMI Affordable Rent  |  |    |             | \$         | 1,167.00   |
| Difference (A less B)  |  |  |    | \$          | 633.00     |            |
| Annual Difference  |  |  |    | \$          | 7,596.00   |            |
| Affordable Housing Fee in Lieu Amount: NPV (30 Year at above interest rate (3%)) |  |  |    | \$          | 153,351.50 |            |

- D. Analysis Update. The City may annually update its affordable housing factors and tables.
- E. Use of Fees in Lieu: All fees in lieu received by the City shall only be used for moderate income housing purposes.

# DRAFT

Farmington, UT 84025

## SECOND AMENDMENT TO SUPPLEMENTAL DEVELOPMENT AGREEMENT FOR THE PARK LANE COMMONS PROJECT

This second amendment to Supplemental Development Agreement for the Park Lane Commons Project (this “*Amendment*”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between PARK LANE COMMONS LLC a Utah limited liability company (“*Developer*”), and FARMINGTON CITY, a Utah municipal corporation (the “*City*”). Developer and City shall be referred to herein collectively as the “*Parties*” and individually as a “*Party*.”

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### RECITALS:

- A. The Parties entered into that certain Supplemental Development Agreement for the Park Lane Commons Project, dated June 23, 2014 (the “*Development Agreement*”), and first amendment thereto on January 2, 2016, in connection with the development and use of the Property described on Exhibit A attached hereto and incorporated herein.
- B. The Parties desire to amend the Development Agreement pursuant to the terms and conditions set forth below.

### AGREEMENT

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

- 1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Amendment and made a part hereof.
- 2. Effective Date of Amendment. This Amendment shall be effective as of the date that the City approves the building permits for the apartments on lots 503 and 504 of the Park Lane Commons – Phase 5 subdivision. In the event the City does not approve the building permits on or before \_\_\_\_\_, 20\_\_\_\_, the Parties agree that this Amendment shall terminate and be of no further force or effect, and the Development Agreement shall continue unaffected by this Amendment.

3. Exhibit A-1 of the Development Agreement. As of the Effective Date, "Exhibit A-1" of the Development Agreement is hereby deleted in its entirety and replaced with Exhibit A-3 attached hereto and incorporated herein, by reference.
4. Exhibit B of the Development Agreement. As of the Effective Date, "Exhibit B" of the Development Agreement is hereby deleted in its entirety and replaced with Exhibit B-2 attached hereto and incorporated herein, by reference.
5. Ratification of Development Agreement. Except as expressly modified by this Amendment, the Parties hereby ratify the Development Agreement and agree that the Development Agreement shall remain in full force and effect.
6. Amendment to Development Agreement. To the extent that the terms and conditions of this Amendment modify or conflict with any provisions of the Development Agreement, including prior addenda, schedules and exhibits, the terms of this Amendment shall control. All other terms of the Development Agreement, including all prior addenda, schedules and exhibits, not modified by this Amendment shall remain the same.
7. Defined Terms. Capitalized terms used in this Amendment which are not otherwise defined herein shall have the same meanings given to such terms in the Development Agreement.
8. Counterparts. This amendment may be executed in counterparts and signed separately by the parties hereto, which when taken together shall constitute one original document. Signatures may be delivered electronically via email or by overnight delivery, and in either case shall bind the parties to this Amendment.

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

CITY:

FARMINGTON CITY,  
A Utah municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Mayor



STATE OF UTAH )  
 )  
 :ss.  
COUNTY OF DAVIS )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, as Mayor of the FARMINGTON CITY, a Utah municipal corporation, and acknowledged to me that said corporate executed the same.

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

DEVELOPER:

\_\_\_\_\_  
a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH )  
 )  
 :ss.  
COUNTY OF DAVIS )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, as \_\_\_\_\_ of PARK LANE COMMONS LLC a Utah limited liability company, and acknowledged to me that said limited liability company executed the same.

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

71  
E 2810052 B 6046 P 978-1048  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
06/24/2014 03:14 PM  
FEE \$0.00 Pgs: 71  
DEP RTT REC'D FOR FARMINGTON CITY

08-500 - 0001, 0002  
08-486 - 0102, 0107, 0103  
08-060 - 0004

**SUPPLEMENTAL DEVELOPMENT AGREEMENT  
FOR THE PARK LANE COMMONS PROJECT**



WHEN RECORDED RETURN TO:

Farmington Square, LLC  
Attn: Scott W Harwood,  
1200 West Red Barn Lane  
Farmington, UT 84025

**SUPPLEMENTAL  
DEVELOPMENT AGREEMENT  
FOR THE PARK LANE COMMONS PROJECT**

**THIS SUPPLEMENTAL DEVELOPMENT AGREEMENT FOR THE PARK LANE COMMONS PROJECT** (the "Agreement") is entered into as of this 23 day of June, 2014, by and among Farmington Square, LLC, a Utah limited liability company ("Developer"), and FARMINGTON CITY, a Utah municipal corporation (the "City"); Developer and the City are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

A. Developer, or its predecessors in interest, previously assembled a total of approximately seventy-two (72) acres of property located in Farmington City, Utah as part of an original project site which included what were designated as Lot 101 and Parcels A, B, D, F, E & H and I as generally depicted on Exhibit A-1 attached hereto and incorporated herein by this reference. Developer and City previously entered into that certain Amended and Restated Development Agreement For Park Lane Commons dated June 28, 2010 (the "June 28, 2010 Agreement"), which included Lot 101 and Parcels A, B and D. Lot 101 has been developed and Parcel D will be developed under the terms of the June 28, 2010 Agreement.

B. Developer is the owner of approximately forty-six (46) acres of real property located in Farmington City, Utah, which it has assembled and designated as including Parcels A, B, E & H, F and I as depicted on Exhibit A-1. It is the intent of the Parties that this Agreement supersedes the June 28, 2010 Agreement with respect to Parcels A and B but otherwise remains in full force and effect with respect to Lot 101 and Parcel D, as applicable.

C. The intent of this Agreement is to describe the agreements and understandings between the Developer and the City related to the development and use of Parcels A, B, E & H, F and I (herein called the "Property"). The legal descriptions of the parcels comprising the Property are attached as Exhibit A-2 hereto and are incorporated herein by this reference. The Property is owned by Developer. It is the intent of the Parties that in the event of conflict between this Agreement and prior agreements or understandings between the Parties that the provisions of this Agreement shall control.





D. The project to be developed on the Property is to be known as "Park Lane Commons" (the "Project"). Park Lane Commons may be constructed in phases consisting of one or more buildings (each herein referred to as a "Phase"), with areas for plazas, courtyards, landscaped features, signage, pedestrian walkways, seating and other pedestrian-oriented and open space uses (herein referred to as "Open Space").

E. Developer has applied for Project Master Plan Approval for the Property under Chapter 18 and specifically Section 11-18-114 of the Mixed-Use Districts provisions of the Farmington City Zoning Ordinance (the "Ordinance"), and the City has determined that Developer has complied with all the standards and procedures contemplated by the Farmington City General Plan (the "General Plan"), the Ordinance and any other applicable provisions of the Farmington City Code, ordinances, development standards, rules and regulations (collectively the "Land Use Regulations") with respect to the required development approvals.

F. The City also recognizes that the development of Property will result in tangible benefits to the City through the increase of the City's tax base, providing services to City residents, and the City is willing to agree to vest the development and use of the Property pursuant to the terms of this Development Agreement against future legislative changes in the General Plan, Ordinance and Land Use Regulations that would be in conflict with the provisions in this Agreement and/or impair the rights and entitlements granted to Developer herein.

G. Farmington City, acting pursuant to its authority under Utah Code Annotated 10-9a-101, et seq., the Ordinance and the Land Use Regulations, has made certain determinations with respect to the Property, and, in the exercise of its legislative discretion, has elected to process and approve the use, density, general configuration and development standards for the Property pursuant to Chapter 18 of the Ordinance, resulting in the negotiation, consideration and approval of this Development Agreement after all necessary public hearings and procedures.

## 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 Parties hereby agree as follows:

**I. Recitals.**

Recitals A through G set forth above are incorporated herein and made a part hereof by this reference.





## 2. Condition Precedent.

As a condition precedent to the obligations of the Parties hereunder, this Agreement is contingent upon and will only become effective at such time, and in the event that, the Farmington City Council, in the independent exercise of its legislative discretion, elects to approve the proposed rezoning of a portion of the Property to the General Mixed-Use District ("GMU District"), the Office Mixed-Use District ("OMU District") and the Open Space ("OS") as depicted on Exhibit A-1 attached hereto and incorporated herein by this reference.

## 3. General Description of the Property and the Project.

3.1 General Description of the Project. The Project is proposed as a mixed-use development in connection with its Transportation Mixed Use District ("TMU"), General Mixed Use District ("GMU"), Office Mixed Use District ("OMU") and Open Space ("OS") designations on the Regulating Plan map. The Project is proposed to: (a) encourage mass transit, walking, bicycling, carpooling and van pooling; (b) consider and encourage flexibility and efficiency in land use and development planning and design; and (c) consider area-specific transportation oriented land use/development approaches and patterns as recommended by the Utah Transit Authority ("UTA") and other transportation-oriented development experts.

3.2 Legal Description of the Property. The legal description of the parcels included within the Property is attached hereto as Exhibit A-2. Exhibit A-1 is a map that illustrates the parcels within the Property and their relation to other nearby parcels of property. Unless otherwise provided, no other real property may be added to the legal description of the Property for purposes of this Development Agreement, except by a written amendment hereto signed by the Parties. Except as expressly set forth in this Agreement, this Development Agreement shall not affect any land other than the Property as described and defined herein, and which is subject to this Agreement.

3.3 Transition from Prior Development Agreements. As referenced in Recitals A and B, Developer and the City previously entered into the June 28, 2010 Agreement dealing with approximately 33 of the 72 acres which were acquired and assembled by Developer as part of the original project site. The City and Park Lane Village Partners, LLC entered into that certain Development Agreement for Park Lane Village dated June 30, 2010 which controls the development of Lot 101. Parcel D will be developed under the terms of the June 28, 2010 Agreement. Except for their inclusion as part of the overall original project site, the terms of this Agreement do not otherwise have any effect on the development of Parcel D or Lot 101.



#### **4. Project Master Plan.**

4.1 Approval of PMP. The development configuration of the Project is generally shown on the Project Master Plan of Park Lane Commons (the "PMP"), which consists of a narrative and graphic description of the Project as required by the Ordinance. A copy of the PMP is attached as Exhibit B hereto and is incorporated herein by this reference. The PMP has been approved by the City and the City acknowledges that the PMP as shown is in compliance with the Ordinance and Land Use Regulations. Approval of the PMP satisfies the requirement of the Ordinance for a conceptual plan and constitutes an approved Master Plan for guiding all future development of the Project proposed for the entire Property. Developer shall develop the Property generally in accordance with the amended Regulating Plan and the PMP attached as Exhibit B.

4.2 PMP Amendments. In the event that Developer desires to amend the PMP, any such request shall be reviewed as either a major or minor amendment as those terms are defined and in accordance with the process provided in Section 11-18-108(k)(1) and (2) of the Ordinance.

#### **5. Project Specific Development Standards.**

5.1 Alternative Development Standards. Section 11-18-114(1) of the Ordinance authorizes the City to approve a Development Agreement containing alternative development standards that supersede certain provisions of the Ordinance and the Land Use Regulations. Pursuant to such authority, the development and construction of the Project shall proceed pursuant to, and consistent with, the terms and conditions of this Agreement and the exhibits attached hereto. In the event of a conflict between the provisions of the Ordinance or the Land Use Regulations and this Agreement, the more specific provisions of this Agreement shall control. The specific development standards approved for the Project pursuant to Section 114 of the Ordinance include the following:

5.1.1 Signage Plan. A full signage plan for the Project shall be submitted by the Developer as part of the development plan review process in compliance with Section 11-18-109 of the Ordinance. However, as part of this Agreement, two (2) pylon signs are approved for the Project along the frontage of I-15 at a height not to exceed fifty-five (55) feet from the freeway grade and twenty (20) feet in width as depicted in Exhibit C subject to the following conditions: (a) one sign needs to be filled before the second sign is erected; and (b) if due to easements or some other unforeseen circumstances either of the signs needs to be relocated to a different site than what is depicted as part of Exhibit C, the proposed relocation will be required to be presented to the Planning Commission for their review and approval.





5.1.2 Flexibility Regarding Building Orientation and Locations. The Parties understand and agree that the PMP standards of the Ordinance do not require depiction of specific buildings and any building locations, sizes and uses depicted in the exhibits to this Agreement are for illustrative purposes only and may change over time. All buildings abutting or immediately adjacent to Grand Avenue and south of Station Parkway shall comply with the current provisions of Chapter 18 of the Ordinance including, but not limited to, the building plan and site envelope standards, location of parking, entryway orientation and building lot or zone lot requirements. All retail/restaurant buildings abutting or immediately adjacent to other streets and areas within the Property shall comply with the provisions of Section 106 of the Ordinance except that entryways may be oriented to parking areas instead of the street; and shall follow the standards for large building footprints in Section 107 of the Ordinance. All residential and office buildings shall comply with Section 106 of the Ordinance.

5.1.3 TMU Area Approval. The portion of the Property zoned TMU is hereby approved as illustrated, depicted and described in the PMP, including the orientation, design and configuration of buildings.

5.1.4 Temporary Landscape, Hardscape and Parking Improvements Prior to Vertical Construction. To allow for the organized and successful development of the Project in phases, Developer will be allowed, in conjunction with and at the time of the submission of a development plan for that area, to construct and install temporary landscaping, hardscape and parking improvements on any portion of the Property on an interim basis until such time as vertical improvements are constructed on that portion of the Property so long as all buildings adjacent to Grand Avenue and south of Station Parkway comply with the terms of the Ordinance and this Agreement and shall continue to comply as any temporary improvements are replaced by buildings and other permanent improvements.

5.1.5 Parking Requirements. As part of this Agreement, the minimum number of parking spaces required for a fast-food and/or drive-in restaurant within the Project shall be 12 parking spaces per 1000 square feet of floor area and for assisted living facilities shall be 0.5 spaces per unit, with requests for further parking space ratio reductions to be reviewed and approved as part of the development plan review process.

5.1.6 Approval of Two (2) Drive-up Windows. In that portion of the Property zoned as TMU, Developer is hereby granted special use approval for up to two (2) drive-up windows as depicted and described in the PMP and exhibits thereto.



**6. Master Development Guidelines.** Developer shall draft, submit to the City for review and comment, and implement Master Development Guidelines ("MDGs") for the Project to fulfill the requirement for such master development guidelines for the Project in compliance with the provisions of Section 11-18-112 of the Ordinance.

**7. Payment of Fees.**

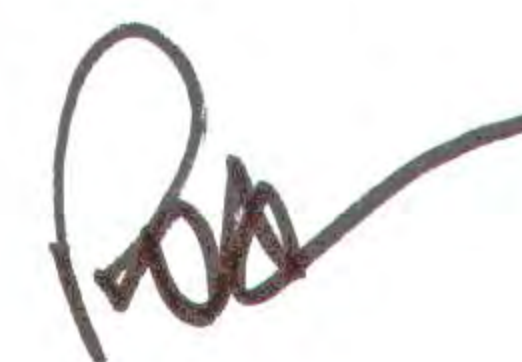
7.1 Development Application and Review Fees. The Parties acknowledge that Developer has paid the applicable application and review fees for the following applications: (i) the rezoning of the Parcels F and E & H to a GMU District Zone and Parcel I to a OMU District Zone, (ii) the approval of the PMP, and (iii) the approval of this Development Agreement. No further fees or engineering expenses shall be charged to Developer for the above-listed approvals and all other approvals set forth in this Agreement. All application, review and engineering fees for development or construction approvals, plan amendments and all applicable impact fees for each Phase of the Project shall be paid at the time and in the amounts set forth in the then existing and applicable sections of the Farmington City Code and the Land Use Regulations, or as customarily applied, for any such Phase as each site plan or development plan is submitted for approval ready for construction.

7.2 Other Fees. Except as set forth in Section 7.1 above, the City may charge other fees that are generally applicable, including, without limitation, standard building permit review fees for improvements to be constructed on improved parcels that are generally applicable on a non-discriminatory basis.

7.3 Certain Impact Fees. Developer agrees that the Project shall be subject to all impact fees, which (1) have been properly imposed under the requirements of generally applicable federal and state law; and (2) are generally applicable to other property in the City. If fees are properly imposed under the preceding tests, the fees shall be payable in accordance with the payment requirements of the particular impact fee ordinance. Developer does not hereby waive Developer's rights under any applicable law to challenge the legality of the amount of the fees based upon generally applicable state and federal laws or to apply for appropriate credits or reimbursements as provided herein or by applicable law.

**8. Vesting and Compliance with Applicable Legal Requirements.**

8.1 Compliance with Requirements. The City Council finds, based on its own review and the recommendation of the Planning Commission after all appropriately noticed public hearings, that the PMP and this Development Agreement meet the following criteria established by Section 11-18-114(4) of the Code: the PMP and this Development Agreement (1) are consistent with the Farmington City General Plan, (2) comply with the applicable City





Ordinances, (3) appropriately establish and are consistent with the Project Specific Development Standards set forth in this Development Agreement, (4) establish an appropriate mix of uses in locations that will promote and encourage the goals of the TOD Mixed-Use Districts and is consistent with the objectives of Section 11-18-105 (Uses); and (5) establish circulation and transportation features sufficient to meet the requirements of Section 11-18-104 (Regulating Plan), coordinate with anticipated offsite circulation and transportation features and further applicable community-wide transportation objectives.

8.2 Vested Rights and Vested Projects. Subject to Section 8.3, Developer shall have the vested right to develop and construct the Project and to develop and construct specific Phases within the Project on the Property in accordance with the uses, densities, intensities, configuration of development, the terms of the PMP, and the Project Specific Development Standards described and incorporated in this Agreement. Pursuant to the vested rights granted by this Agreement, but subject to Section 8.3, Developer shall have the right to have development or construction applications for Phases within the Park Lane Commons Project processed and approved in accordance with the procedures and standards set forth in this Agreement. Any such Projects so approved shall also be deemed vested in accordance with this Agreement.

8.3 Compelling, Countervailing Public Interest. Nothing in this Agreement shall limit the future exercise of the police power of the City in enacting generally applicable land use laws after the date of this Agreement. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights described in Section 8.2 based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as delineated in *Western Land Equities, Inc., v. City of Logan*, 617 P.2d 388 (Utah 1980) or successor case and statutory law. Any such proposed change affecting the vested rights of the Project or any Phase thereof shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project to be developed on the Property or any Phase thereof under the compelling, countervailing public policy exception to the vested rights doctrine.

**9. Term of Agreement.** The term of this Agreement (the "Term") shall commence on the date set forth above and shall extend for a period of twenty (20) years, unless this Agreement is earlier terminated, or its Term modified, by written amendment to this Agreement, but the terms of this Agreement shall continue to be effective to applications that have been submitted and development that has already occurred within the Property notwithstanding the termination of this Agreement.





## 10. Specific Project Agreements and Approval Conditions.

10.1 Public Improvements Abutting and Benefiting Other Landowners. The Parties anticipate that in the development of the Project, there may be circumstances where infrastructure needs require the participation of adjacent properties. To the extent the final plans for any portion of the Project to be developed on the Property pursuant to the terms of this Agreement involve the construction of any public improvement abutted by or generally benefiting another landowner, the City agrees to use its best efforts in a good faith attempt to assist the Developer in obtaining the proportionate participation of any such adjacent and benefited landowners, as determined based upon consideration of street frontage, parcel size and other relevant factors. The City, pursuant to City ordinances, may enter into an agreement to assure abutting or other properties benefiting from any such public improvements pay their fair or proportionate share of the cost of such infrastructure and improvements at the time of development of the abutting or benefited properties. In the event that the development and construction of a street or other public improvement, as depicted on the Regulating Plan and in the PMP, requires the dedication of a right-of-way or property from a landowner who abuts the Property, the City shall cooperate with Developer to cause, if possible, one of the following to occur (listed in order of priority and the preference of the Parties): (a) the City and Developer shall jointly attempt to persuade the abutting landowner to make the required dedication, (b) if the efforts of the City and Developer to effectuate option (a) above are not successful, then the City and Developer may make good faith efforts to design and approve one or more modified street cross-sections to enable Developer to develop the Property without the dedication from an abutting landowner, or (c) if the efforts of the City and Developer to effectuate options (a) and (b) above are not successful, then the City may make reasonable efforts to acquire the required dedication from the abutting landowner by exercising powers held by the City or otherwise.

### 10.2 Other Project-Specific Development Requirements and Agreements.

10.2.1 Streets and related Improvements. As each Phase is developed, all construction and improvements shall be in accordance with the City design and construction standards that are applicable at the time of construction

10.2.2 Onsite Infrastructure and Improvements. Developer shall construct infrastructure and the improvements located on the Property in accordance with the PMP and the Project Specific Development Standards.

10.2.3 Road to the North Agreement. Developer (or Developer's predecessor in interest) and City previously entered into a series of agreements addressing various issues identified as follows:





- (a) Road to the North Agreement dated September 19, 2008;
- (b) Escrow & Exchange Agreement For Farmington City's Station Parkway (Haws Property Only) dated March 17, 2009;
- (c) First Amendment to the Road Agreements dated September 9, 2009;
- (d) Second Amendment to the Road Agreements dated April 20, 2010; and
- (e) Settlement Agreement dated June 7, 2012.

The Parties acknowledge the existence of The Road Agreements and further acknowledge that certain obligations thereunder remain executory.

10.2.4 Trail along Shepard Creek. Developer and City agree that although the land along Shepard Creek has been zoned OS (Open Space) to a width of fifty (50) feet on each side of the centerline of Shepard Creek, part of the goal of the Parties is to provide for a pedestrian trail to be developed along Shepard Creek and Developer acknowledges and agrees that in the event circumstances prohibit construction of the trail within the 50 foot area zoned as OS, the trail, or such portions thereof as necessary, shall still be constructed outside the OS area if necessary under the terms of this Agreement.

10.3 Common Area Maintenance; Reciprocal Easement Requirements.

10.3.1 Common Area Maintenance Plan. Developer shall prepare, submit for approval by the City and implement a Common Area Maintenance Plan ("CAMP") on the Property in accordance with the provisions of Section 11-18-113 of the Ordinance. Notwithstanding any provision in this Development Agreement to the contrary, Developer, and not the City, shall be obligated to establish, implement and enforce the covenants, assessment procedures, operation and maintenance requirements relating to the common elements of the Property, the design and landscape guidelines and the other requirements of this Section.

10.3.2 Reciprocal Easements. Any necessary easements for ingress, egress and utilities will be recorded as a condition precedent to subdividing the Property.

10.3.3 No Requirement to Coordinate With or Administer CAMP Requirements on Land Located Outside of the Property. City understands, acknowledges and agrees that Developer need not coordinate or administer the CAMP requirements imposed on subsequent projects outside of the Property under the terms of the TOD Mixed-Use zoning ordinance.





## 11. Further Review Processes and Review Standards.

11.1 Site Plan Review. Site plan review by the City of Projects within the Property shall be conducted in accordance with the Ordinance, Farmington City Code and the Land Use Regulations, subject to the following exceptions:

11.1.1 The conditions listed in Section 11-18-107 (2)(d)(i)(1-4) of the Ordinance shall not require the application to be forwarded to the Planning Commission for approval, but will be reviewed and approved by the City Planner/Zoning Administrator, provided, however, that:

- (a) Members of the Planning Commission and City Council shall receive notice of such applications;
- (b) The City Planner/Zoning Administrator, in his or her sole discretion, may present the application to the Planning Commission for its approval;
- (c) The Chair of the Planning Commission may review such applications and determine that they should be reviewed by the Planning Commission; and
- (d) Any decision on such applications by the City Planner/Zoning Administrator may be appealed to the Planning Commission (need details on timing, etc.).

## 11.2 Amendments.

11.2.1 Substantial Amendments. Any amendment to this Agreement that alters or modifies the Term of this Agreement, the permitted uses, the approved density or intensity of use, the text of the Agreement itself, the requirement of any amenity described herein that is available to the public, or provisions of the Agreement or any approved mechanism that imposes financial obligations on Developer or property owners within the Property shall be deemed a "Substantial Amendment" and shall require a noticed public hearing and recommendation by the Planning Commission and a noticed public hearing and decision by the City Council prior to the execution of such an amendment.

11.2.2 Administrative Amendments. Unless otherwise provided by law, all amendments to this Agreement that are not Substantial Amendments shall be deemed "Administrative Amendments" and may be approved and executed by the City Planner without a noticed public hearing, recommendation by the Planning Commission or action by the City Council. Administrative Amendments may be reflected in a written approval or formal written amendment to this Development Agreement. In any event, Administrative Amendments will be deemed approved upon the issuance of the applicable building permit if not covered by a specific, separate approval or a written



amendment to this Agreement. Amendments to an approved PMP shall be governed by and processed in accordance with the provisions of Section 11-18-108(k).

11.2.3 Effect of Amendment. Any amendment to this Agreement shall be operative only as to those specific portions of this Agreement expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

11.3 Right of Developer to Pay for Dedicated Outside Consultant to Assist in Permit Review and Inspection. The City agrees that the following special provisions are appropriate to allow development to proceed in the Property at an appropriate pace while also limiting the City's need to expand its full-time staff to meet temporary requirements: If a temporary backlog in the processing of applications within the City occurs and Developer offers to pay to the City the full cost of providing one or more qualified outside development application, construction application, subdivision and/or building permit reviewers on a temporary basis, the City, with the approval of Developer, may retain the services of qualified outside development application, construction application, subdivision and/or building permit reviewers as may be necessary to process subdivision and permit applications for development in the Property. The reviewer or reviewers shall be dedicated exclusively to review the development applications, construction applications, subdivision and/or building permit applications for development in the Property, and Developer shall receive a credit against review and permit application fees otherwise payable for development activity reviewed by the dedicated reviewer or reviewers. In the event the City determines to utilize such outsourcing, the Developer will deposit in advance with the City the City's reasonable estimated cost differential between outsourcing and routine in-house review of the application, and upon completion of the outsourcing services shall immediately pay or receive credit for any differential in the actual costs incurred by the City to obtain outside or overtime review of any submitted plats, drawings and supporting materials. The City's obligation to complete the review process as outlined above is subject to the Developer and/or Developers' submittal, in a timely manner, of a complete application including all the necessary data, drawings and engineering that is required by the City to complete the review process.

11.4 Separate Permitting. The City agrees that Developer may apply for building permits and be issued separate grading and excavation, footings and foundation and general building permits for Projects within the Property, which the City will use their reasonable efforts to process.

11.5 Phasing. The Project may be developed in phases, each of which may consist of one or more specific real estate products addressing one or more segments of the real estate market so long as they are in compliance with the terms of this Agreement and the applicable





provisions of the Ordinance and Land Use Regulations; and each phase provides for the logical extension of infrastructure and utilities through the Project as approved by the City.

## 12. Assignment Provisions.

12.1 Binding Effect. This Agreement shall be binding on the successors and assigns of the Developer in the ownership or development of any portion of the Property.

12.2 Transfer of the Property. Developer shall be entitled to transfer any portion of the Property subject to the terms of this Agreement upon written notice to the City. Developer also shall be entitled to transfer Developer's entire remaining interest in the Property subject to the terms of this Agreement with the approval of the City, such approval not to be unreasonably withheld. In the event of any such complete transfer of Developer's interests in the Property, the transferee shall be deemed to be Developer for all purposes under this Agreement with respect to that portion of the Property transferred. This Agreement shall not restrict a change in the control of Developer.

12.3 Release of Developer. In the event of a transfer of all of the remaining portion of the Property, Developer shall obtain an assumption by the transferee of the Developer's obligations under this Agreement, and, in such an event, the transferee shall be fully substituted as Developer under this Agreement and the Developer executing this Agreement shall be released from any further obligations with respect to this Development Agreement.

12.4 Obligations and Rights of Mortgage Lenders. Developer may finance the Property, or any portion thereof, and may execute one or more mortgages, deeds of trust or other security arrangements with respect to the Property and may assign this Development Agreement to a holder of any such financial instrument without prior written notice to or consent of the City. The holder of any mortgage, deed of trust, or other security arrangement with respect to the Property, or any portion thereof, shall not be obligated under this Agreement by virtue of such assignment to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to the Property or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take the Property, or such portion thereof, subject to all requirements and obligations of this Agreement and any pro rata claims for payments or charges against the Property, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by



this Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder shall be subject to all of the terms and conditions of this Agreement, including the obligation to complete all required amenities and improvements. Additionally, nothing herein shall be so construed as to prohibit a mortgage or deed of trust holder from providing security for the standard installation of development improvements pursuant to standard City practice.

**13. Review, Default, Termination and Disputes.**

13.1 Periodic Review. The City may initiate a formal review of progress pursuant to this Agreement from time to time to determine if there has been demonstrated compliance with the terms hereof. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms hereof, this Agreement may be revoked or modified by the City in accordance with the provisions of this Agreement, after a public hearing which has been noticed by publication, and for which notice has been expressly provided to Developer. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a breach of this Agreement by Developer or City. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder shall be subject to all of the terms and conditions of this Agreement, including the obligation to complete all required amenities and improvements.

13.2 Default.

13.2.1 Events of Default. Developer is in default under this Agreement upon the happening of one or more of the following events or conditions.

13.2.1.1 If a warranty, representation or statement made or furnished by Developer to the City is false or proves to have been false in any material respect when it was made.

13.2.1.2 A finding and determination made by the City that, upon the basis of substantial evidence, Developer has not complied in good faith with one or more of the terms or conditions of this Agreement.

13.2.1.3 Any other event, condition, act or omission which materially interferes with the intent and objectives of this Agreement.





13.2.1.4 Developer shall have failed to submit at least one complete development or construction application within the five (5) year period after execution of this Development Agreement.

13.2.2 Procedure Upon Default.

13.2.2.1 After the occurrence of a default under Section 13.2.1, the City Council may exercise a right to declare an "Event of Default" by authorizing the City to give Developer written notice specifying the nature of the alleged default and, when appropriate, the manner in which the Event of Default must be satisfactorily cured. Developer shall have ninety (90) days after receipt of written notice to cure the Event of Default. After proper notice and expiration of the ninety (90) day cure period without cure, City may terminate or amend this Agreement by giving written notice in accordance with the procedure adopted by the City. Failure or delay in declaring or giving notice of an Event of Default shall not constitute a waiver of any default by Developer under Section 13.2.1, nor shall it change the time of such default. Notwithstanding the ninety-day cure period provided above, in the event more than ninety days is reasonably required to cure an Event of Default and Developer, within the ninety-day cure period, commences actions reasonably designed to cure the Event of Default, then the cure period shall be extended for such additional period as Developer is prosecuting those actions diligently to completion. Any exercise by the City of a termination right after notice and opportunity to cure shall be subject to the provisions of Section 13.3 below.

13.2.2.2 City does not waive any claim of default in performance by Developer, if on periodic review the City does not propose to modify or terminate this Agreement.

13.2.2.3 Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes there for, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default.





13.2.2.4 All other remedies at law or in equity which are not inconsistent with the provisions of this Agreement are available to the parties to pursue in the event there is an uncured Event of Default.

### 13.3 Termination.

13.3.1 Termination Upon Completion of Development. This Agreement may be terminated by agreement of both parties that "Completion of Development" (defined below) has occurred and the last to be satisfied of the Developer's and the City's obligations under this Agreement have been satisfied (except those obligations of the parties which expressly survive the termination of this Agreement as provided below). The phrase "Completion of Development" means that (i) all of the Projects within the Property have been fully completed (or permits have been issued for the construction of any such improvements that have not been fully completed), and (ii) all public dedications identified and completed within the Property have been identified and preserved with restrictive covenants, plat restrictions, conservation easements or other similar instruments. In the event either party believes the requirements of this Section for termination of the Agreement have been met, the party may give to the other party a notice of Completion of Development. The party receiving the notice may disagree with the position of the party giving the notice of Completion of Development by giving a written objection within thirty (30) days after the notice of Completion of Development is received. When the parties are in agreement that requirements of this Section have been met, the City shall record a notice that the Agreement has been terminated (other than the obligations of the parties which expressly survive the termination of this Agreement) by agreement of the parties upon Completion of Development as contemplated by this Section.

### 13.3.2 Termination before Completion of Development.

13.3.2.1 This Agreement shall terminate at the end of its Term unless the Term is extended by the City Council as a Substantial Amendment.

13.3.2.2 This Agreement shall be subject to termination by the City Council prior to Completion of Development when an Event of Default by Developer remains uncured after notice and opportunity to cure as provided in this Article 13. The termination of this Agreement shall be exercised by the City Council after written notice to all owners of the remaining undeveloped land within the Property and after a public hearing providing an opportunity of all such parties to be heard on the appropriateness of termination.



13.3.2.3 In the event of a termination pursuant to this Section 13.3.2, the City shall record a notice against the remaining undeveloped land within the Property indicating that the Agreement has been terminated that further development activity shall be governed by the terms of the Ordinance as it then exists and is thereafter amended from time to time.

13.3.3 Effect of Termination on Future Land Uses.

13.3.3.1 Notwithstanding the termination of this Agreement for any reason, any portion of the Property that is improved in accordance with this Agreement and the site plan and subdivision and other approvals contemplated hereby shall be entitled to be used and improved, and any improvements located or permitted to be located thereon at the time of termination shall be entitled to be constructed, used, remodeled and reconstructed in accordance with the provisions of this Agreement. The foregoing provisions shall apply even if such use or improvements authorized by this Agreement do not conform to the requirements of otherwise applicable Farmington City laws and regulations at the time; provided, however that if any such use does not conform with the then applicable use provisions of the Ordinance, the use shall be subject to termination under any applicable non-conforming use provisions of then applicable law.

13.3.3.2 Notwithstanding the termination of this Agreement for any reason, any portion of the Property that is the subject of a pending or approved application for a development or construction approval shall be entitled to be processed, approved or not approved, used and improved, and any improvements located or permitted to be located thereon at the time of termination shall be entitled to be constructed, used, remodeled and reconstructed in accordance with the provisions of this Agreement provided the owner of the portion of the Property that is the subject of the application proceeds in a commercially reasonable manner to finalize necessary approvals and thereafter proceeds in a commercially reasonable manner to commence and complete the improvements required by the application. The foregoing provisions shall apply even if such use or the improvements authorized by this Agreement do not conform to the requirements of otherwise applicable Farmington City laws and regulations at the time.

13.3.3.3 The benefits extended by the preceding two subsections shall apply to the uses (subject to non-conforming use termination provisions of then applicable law) and structures permitted at the time of the termination to be constructed on parcels approved and subdivided under those subsections,





regardless of when an application for a building permit is submitted for structures on any such parcel.

13.3.3.4 Developer does not waive any rights Developer may have to assert the vested right to develop the Property after the expiration of the Development Agreement under then applicable laws or regulations.

13.3.4 Effect of Termination on Developer Obligations. Termination of this Agreement as to any Developer of the Property or any portion thereof shall not affect any of such Developer's obligations to comply with the terms and conditions of any applicable zoning, or subdivision plat, site plan, building permit, or other land use entitlements approved with respect to the Property, nor shall it affect any other covenants or any other development requirements specified or created pursuant to this Agreement. Termination of this Agreement shall not affect or invalidate in any manner the following specific obligation of Developer, which shall survive the termination of this Agreement: the obligation of Developer to complete any improvements covered by any issued permit (including permits issued after the termination of this Agreement based on vested applications or the provisions of Section 13.3.3).

13.3.5 Effect of Termination on the City Obligations. Upon any termination of this Agreement, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this Agreement shall no longer be vested by reason of this Agreement with respect to the remaining undeveloped land within the Property except to the extent set forth in Section 13.3.3. The remaining undeveloped land within the Property may thereafter be subject to then existing planning and zoning law to the extent not inconsistent with Section 13.3.3. Upon such a termination, the City shall no longer be prohibited by this Agreement from making any changes or modifications to such entitlements or fees applicable to such undeveloped portions of the Property subject to the effect of Section 13.3.3. The City shall remain obligated after termination of this Agreement to recognize and apply the provisions of Section 13.3.3, which incorporates the use, density, development standards and configuration contained in this Agreement under the circumstances described therein.

13.3.6 Damages upon Termination. Except with respect to just compensation and attorneys' fees under this Agreement and the enforcement of the terms hereof, Developer shall not be entitled to any damages, including consequential or punitive damages against the City upon the unlawful termination of this Agreement.





13.3.7 Survival of Provisions. The following provisions of this Agreement (and any provisions referred to therein or otherwise necessary for the interpretation thereof) shall survive the termination hereof: Articles 11, 12, 13, 14 and 15.

13.4 Disputes. In the event that a dispute arises in the interpretation or administration of this Agreement or if the default mechanism contained herein shall not resolve a default under this Agreement, then prior to taking any action to terminate this Agreement and subject to the right of the City to exercise enforcement of its police powers in the event Developer is in direct violation of a provision of this Agreement or of any otherwise applicable law or regulation not in conflict with this Agreement, every continuing dispute, difference, and disagreement shall be referred to a single mediator agreed upon by the parties, or if no single mediator can be agreed upon, a mediator or mediators shall be selected from the mediation panel maintained by the United States District Court for the District of Utah in accordance with any designation process maintained by such court. The parties shall mediate such dispute, difference, or disagreement in a good faith attempt to resolve such dispute, difference or disagreement. The mediation shall be non-binding.

13.5 Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement; or to obtain any remedies consistent with the purpose of the Agreement. Legal actions shall be instituted in the Second Judicial District Court of the County of Davis, State of Utah.

13.6 Other Enforcement Provisions. The parties to this Agreement recognize that the City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance with the terms of this Agreement. In the event that Developer or any user on the subject property violates the rules, policies, regulations or ordinances of the City or violates the terms of this Agreement, the City may, without seeking an injunction and after thirty (30) days written notice to correct the violation, take such actions as shall be deemed appropriate under law until such conditions have been honored by Developer. The City shall be free from any liability arising out of the exercise of its rights under this paragraph.

#### **14. Relationship of the Parties; Hold Harmless; Release.**

14.1 Relationship of Parties. The contractual relationship between the City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that: (a) Park Lane Commons is a private development; (b) City has no interest in or



responsibilities for or duty to third parties concerning any improvements to the Property unless the City accepts dedication, ownership or maintenance of the improvements pursuant to a specific written agreement or recordation of a plat containing such a dedication; and (c) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

14.2 Hold Harmless.

14.2.1 Agreement of Developer. Developer agrees to and shall hold the City, its officers, agents, employees, consultants, attorneys, special counsel and representatives harmless from liability for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the Property or the actions of Developer taken pursuant to or the failure of Developer to comply with the terms of this Development Agreement. Any such action shall be referred to as an "indemnified claim." Developer agrees to pay all costs for the defense of the City and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any indemnified claim. This hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this section regardless of whether or not the City prepared, supplied or approved this Agreement, plans or specifications, or both, for Park Lane Commons or any Project. City may make all reasonable decisions with respect to its representation in any legal proceeding relating to an indemnified claim.

14.2.2 Exceptions to Hold Harmless. The agreements of Developer in Section 14.2.1 shall not be applicable to (i) any claim arising by reason of the negligence or intentional actions of the City, or (ii) any claim reserved by Developer for itself or any owner of any portion of the Property under the terms of this Agreement for just compensation or attorney fees.

14.2.3 Hold Harmless Procedures. The City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than 10 days after the assertion or commencement of the claim, demand, action or proceeding. In the event any such notice is given, the City shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.





**15. General Terms and Conditions.**

15.1 Agreements to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A-2 attached hereto. The agreements contained herein shall be deemed to run with the land and shall be binding on all successors in the ownership of the Property.

15.2 Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits and protecting any compelling, countervailing public interest while providing reasonable assurances of continuing vested development rights. The vested rights granted in this Agreement and the rights that survive the termination of this Agreement shall be construed to be in addition to any vested rights, nonconforming use or improvement rights or other similar rights granted by applicable law.

15.3 Laws of General Applicability. Where this Agreement refers to laws of general applicability to the Property and other properties, this Agreement shall be deemed to refer to other developed and subdivided properties in Farmington City, Utah.

15.4 State and Federal Law. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

15.5 No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. No officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the City by making any promise or representation not contained herein.

15.6 Entire Agreement. Except as specifically stated, this Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

15.7 Attorneys Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or





other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

15.8 Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the City:

Farmington City  
Attn: Dave Millheim, City Manager  
160 South Main  
Farmington, UT 84025

To Developer:

Farmington Square, LLC  
Attn: Scott Harwood & Richard A Haws  
1200 West Red Barn Lane  
Farmington, UT 84025

With copies to:

Jason K. Nelsen  
Nelsen Law Offices, P.C.  
1638 N. Washington Blvd; Ste. 208  
North Ogden, UT 84404

15.9 Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

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

- |               |                         |
|---------------|-------------------------|
| Exhibit "A-1" | Depiction of Property   |
| Exhibit "A-2" | Description of Property |
| Exhibit "B"   | Project Master Plan     |



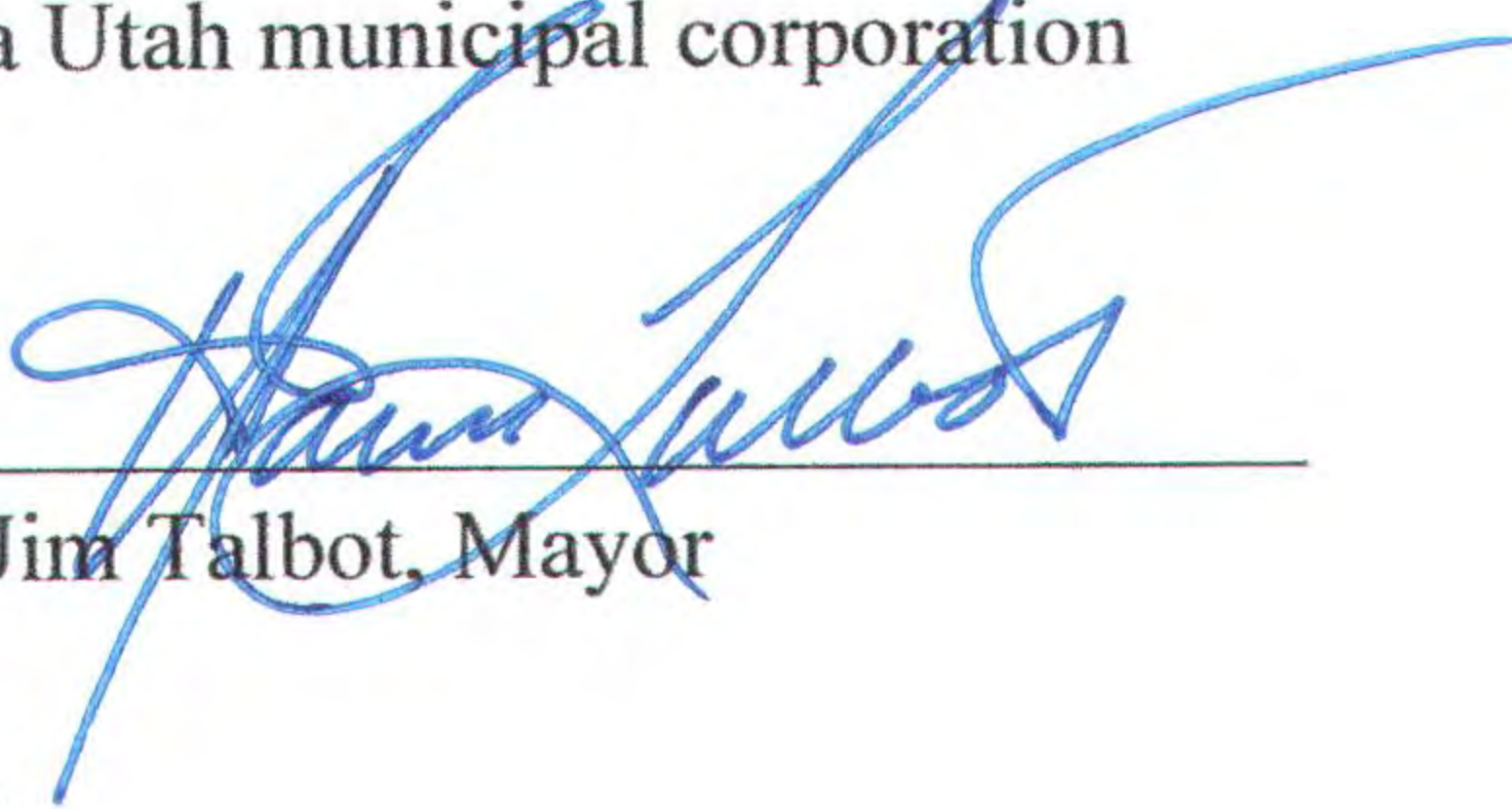
15.11 Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

IN WITNESS WHEREOF, this Agreement has been executed by Farmington City, acting by and through the City Council of Farmington City, Davis County, State of Utah, pursuant to Ordinance No. \_\_\_\_\_, authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.

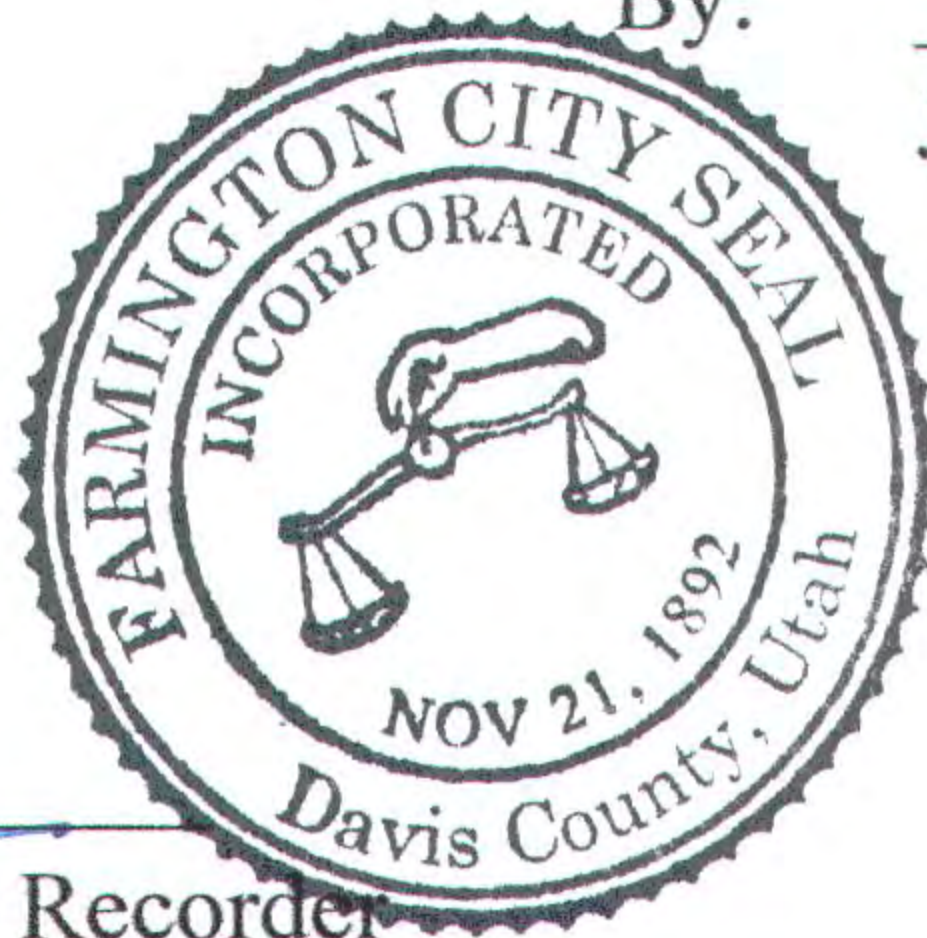




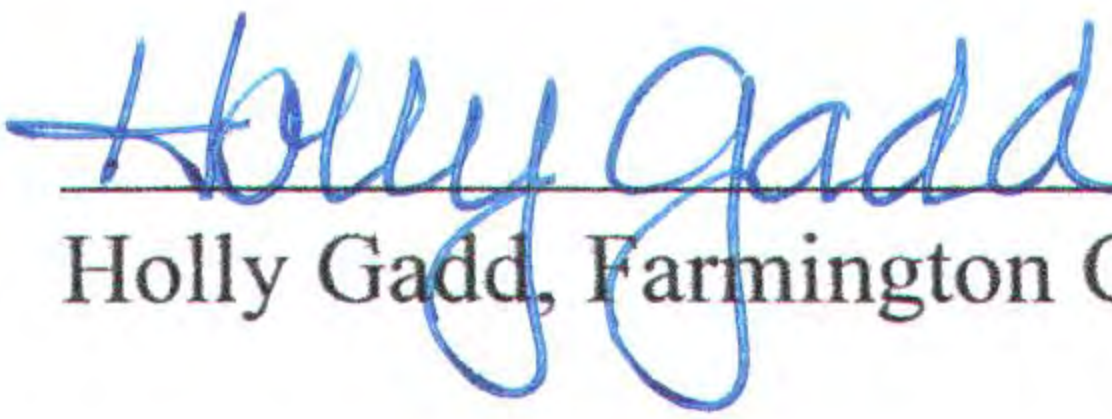
FARMINGTON CITY,  
a Utah municipal corporation

  
\_\_\_\_\_  
Jim Talbot, Mayor

By:

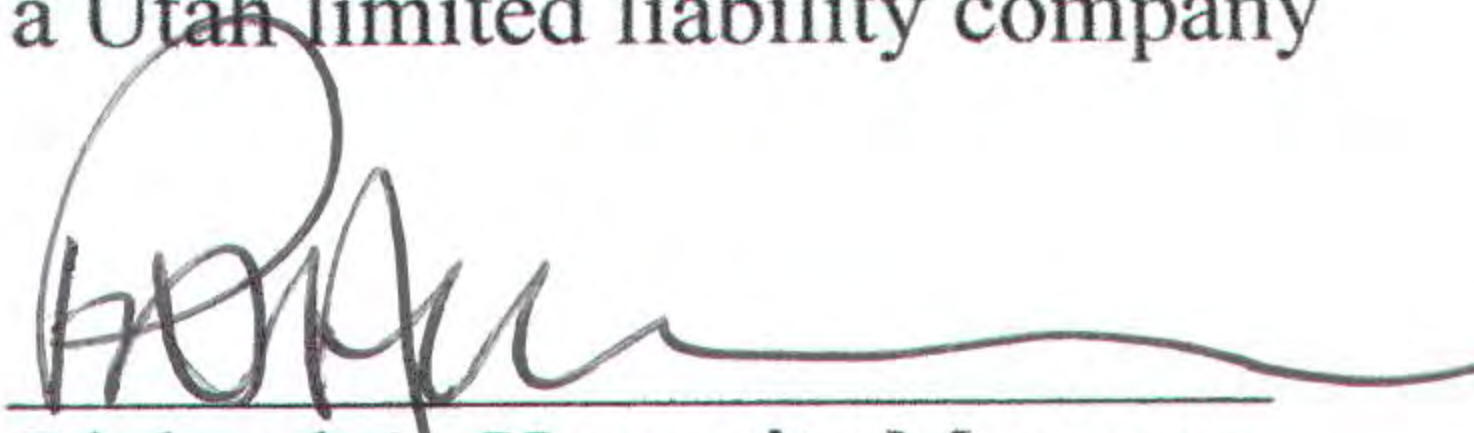


ATTEST:

  
\_\_\_\_\_  
Holly Gadd, Farmington City Recorder

DEVELOPER:

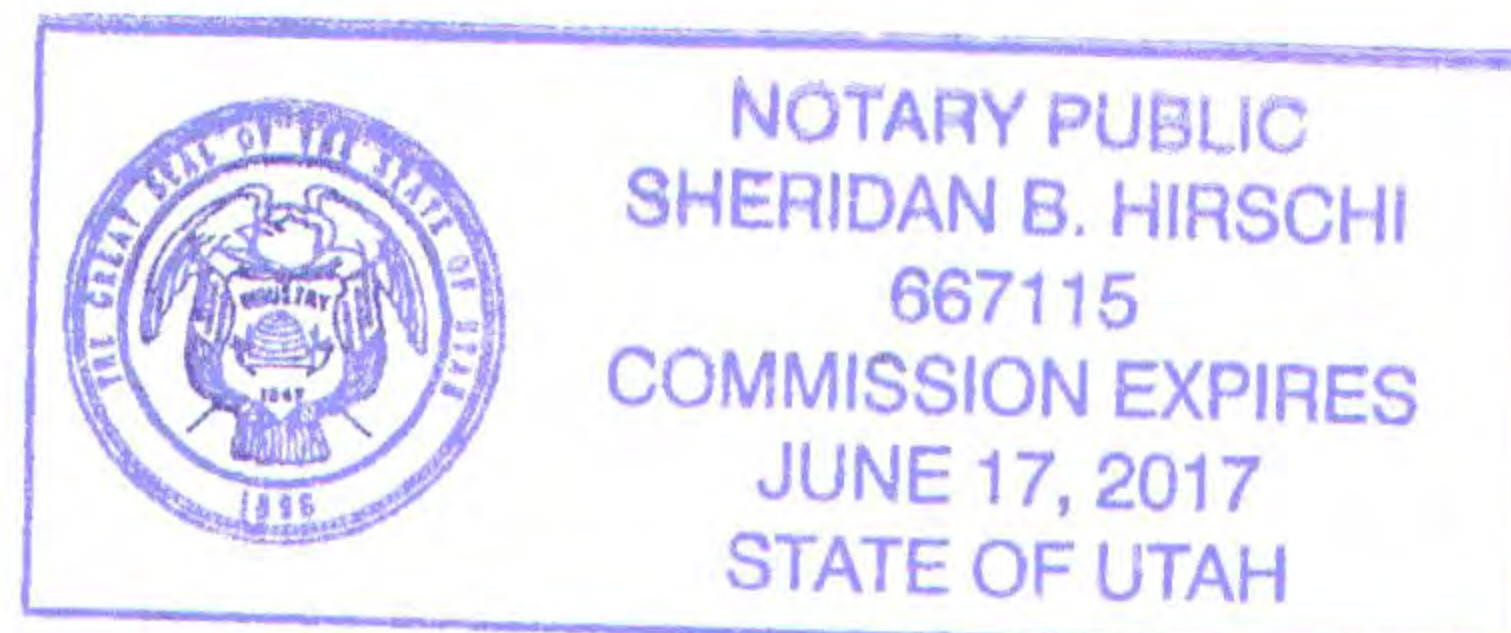
FARMINGTON SQUARE, LLC,  
a Utah limited liability company

By:   
\_\_\_\_\_  
Richard A. Haws, its Manager

STATE OF UTAH            )  
                                  :ss.  
COUNTY OF DAVIS        )

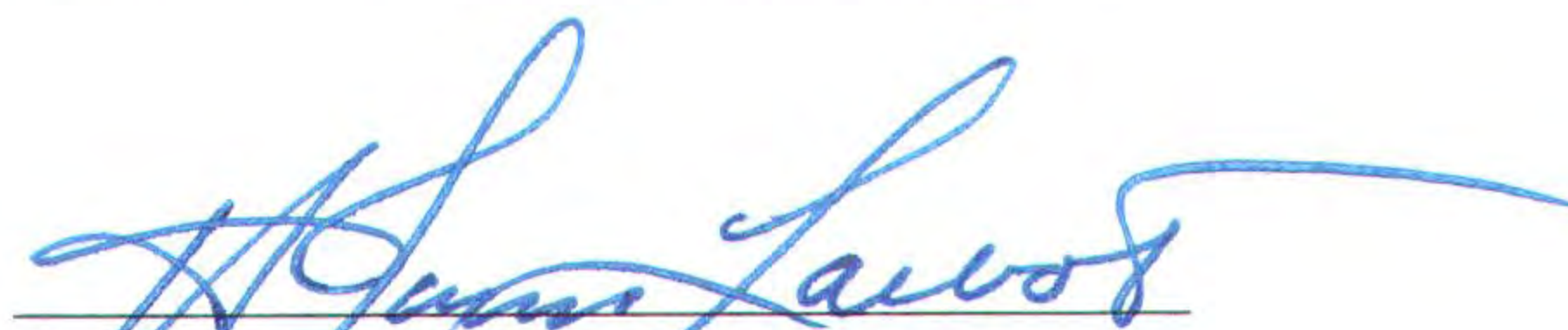
On the 20 day of June, 2014, personally appeared before me Richard A. Haws, who being duly sworn, did say that he is the Manager of Farmington Square, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said corporation and said Richard A. Haws duly acknowledged to me that he executed the same for the purposes therein stated.

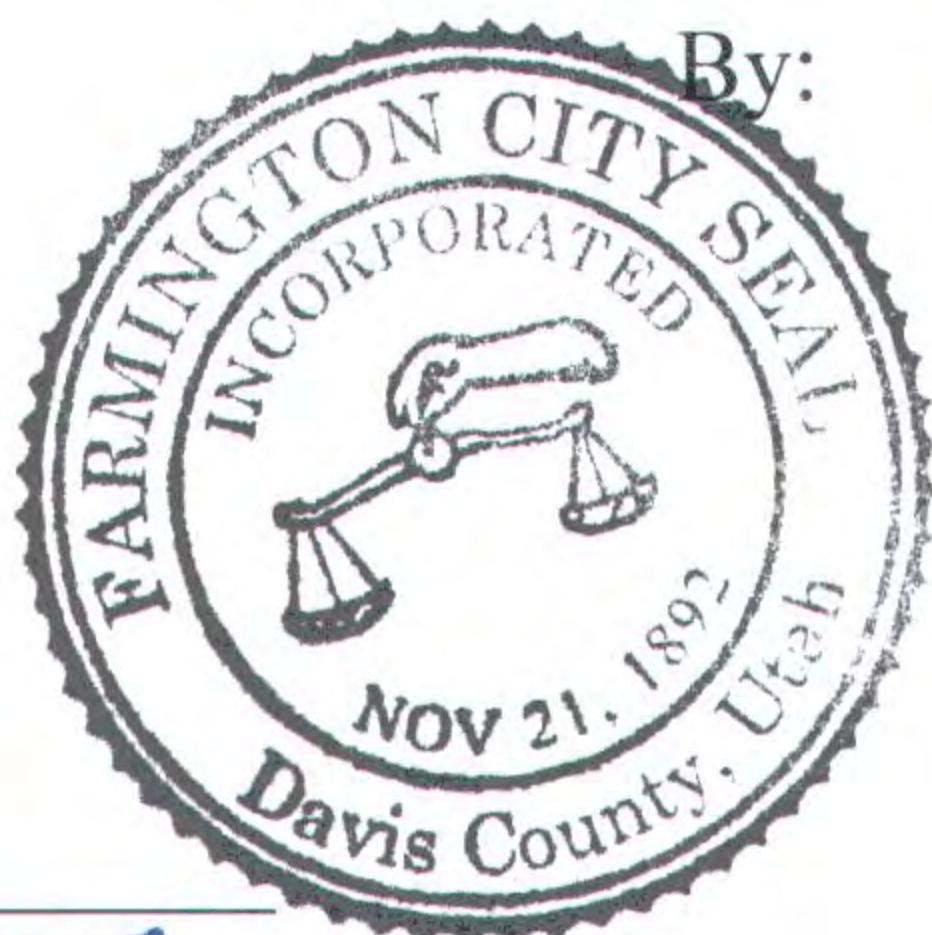
  
\_\_\_\_\_  
NOTARY PUBLIC






FARMINGTON CITY,  
a Utah municipal corporation

By:   
Jim Talbot, Mayor

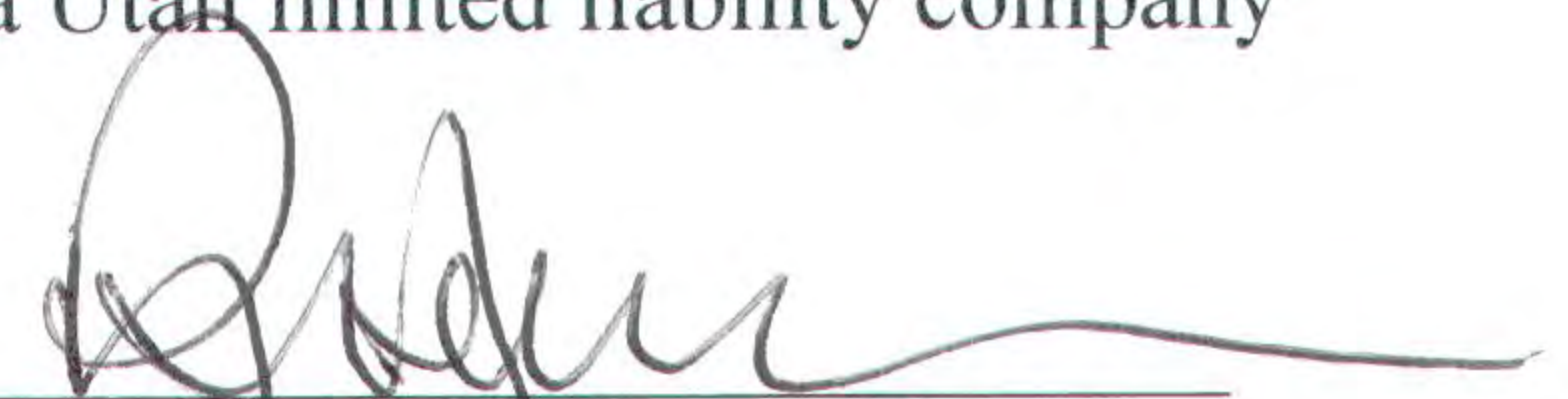


ATTEST:

  
Holly Gadd, Farmington City Recorder

DEVELOPER:

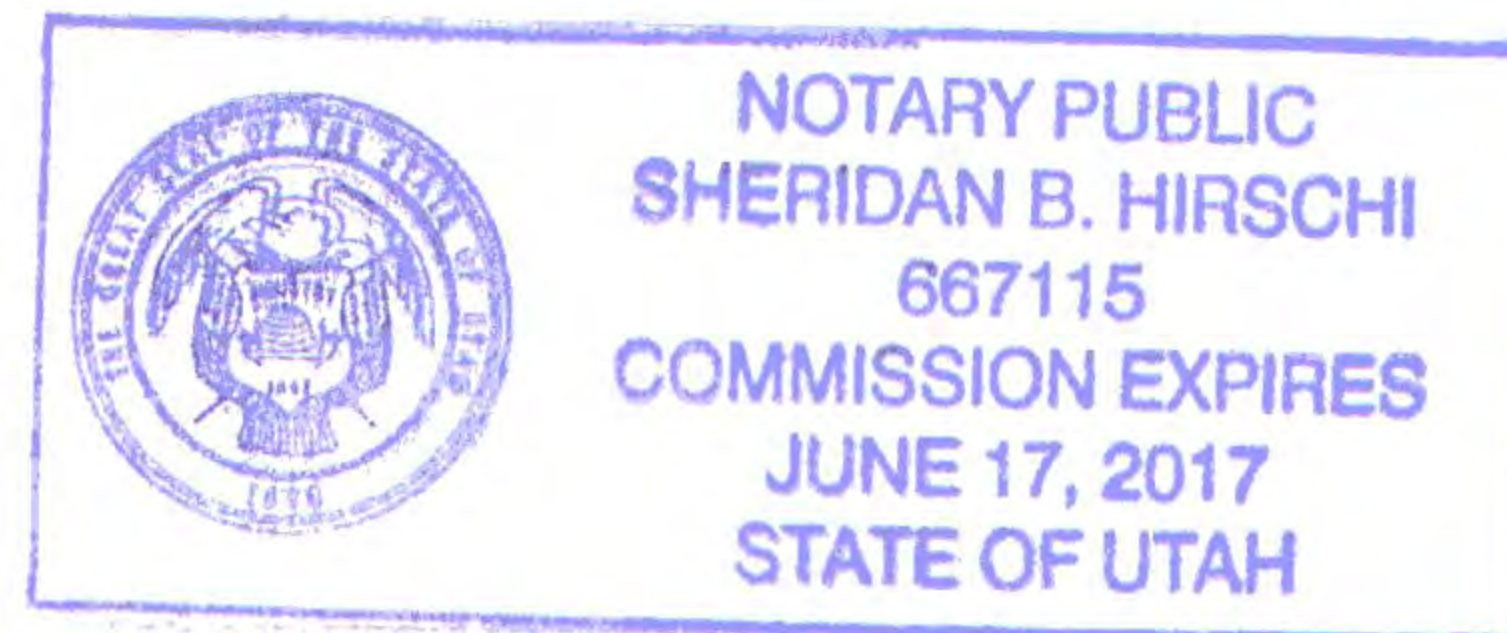
FARMINGTON SQUARE, LLC,  
a Utah limited liability company

By:   
Richard A. Haws, its Manager

STATE OF UTAH            )  
  :SS.  
COUNTY OF DAVIS        )

On the 20 day of June, 2014, personally appeared before me Richard A. Haws, who being duly sworn, did say that he is the Manager of Farmington Square, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said corporation and said Richard A. Haws duly acknowledged to me that he executed the same for the purposes therein stated.

  
NOTARY PUBLIC





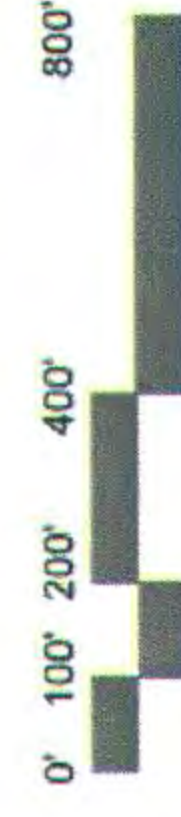
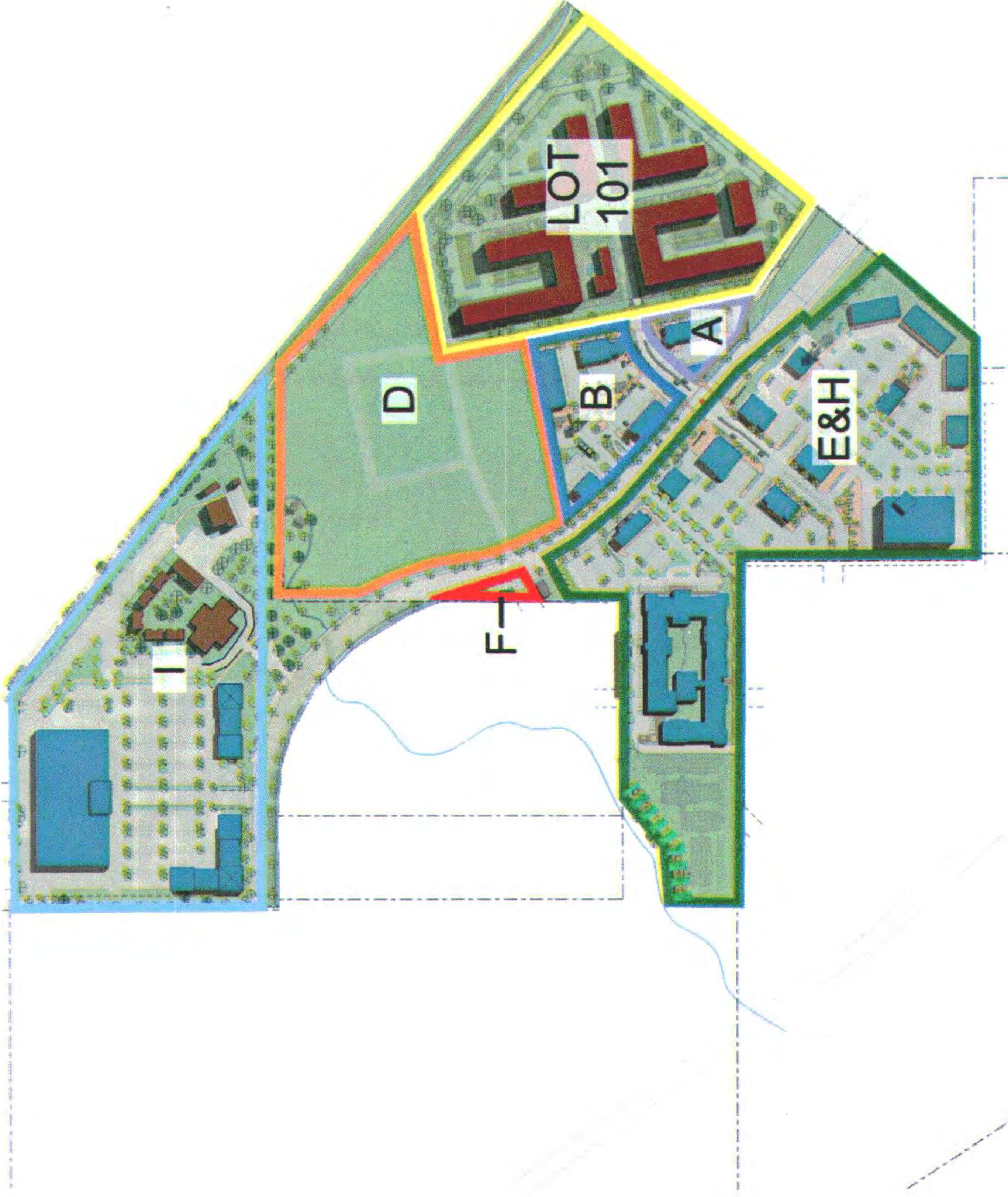
# Exhibit A-1



**PROJECT SUMMARY**

| AREA    | USE         |
|---------|-------------|
| LOT 101 | TMU         |
| D       | TMU         |
| B       | TMU         |
| A       | TMU         |
| F       | GMU         |
| E&H     | GMU         |
| I       | OMU         |
|         | OPEN SPACE* |

\* OPEN SPACE RELATED TO CREEK AND TRAIL IMPROVEMENTS. SEE DEVELOPMENT AGREEMENT





# Exhibit A-2



**EXHIBIT A-2 – Legal Descriptions**

**All of Parcels A, F and B, PARK LANE COMMONS, according to the Official Plat thereof, recorded in the Office of the County Recorder of DAVIS County, State of Utah.**

**All of Parcels E & H, PARK LANE COMMONS PARCELS E AMENDED AND H, according to the Official Plat thereof, recorded in the Office of the County Recorder of DAVIS County, State of Utah.**

**PARCEL I** - Beginning in the North line of Burke Lane at the Southwest corner of Lot 1, Block 34, Big Creek Plat, Davis County Survey, and running thence North 40 Rods, thence East 35.5 Rods, M/L, to the W'LY line of a Railroad Right of Way; thence SE'LY 834 ft., M/L, ALG SD Railroad, thence South 9 Rods to the N line of SD lane; thence West 82 Rods; M/L, to the POB. Containing 16.19 acres.

08-060-  
0004



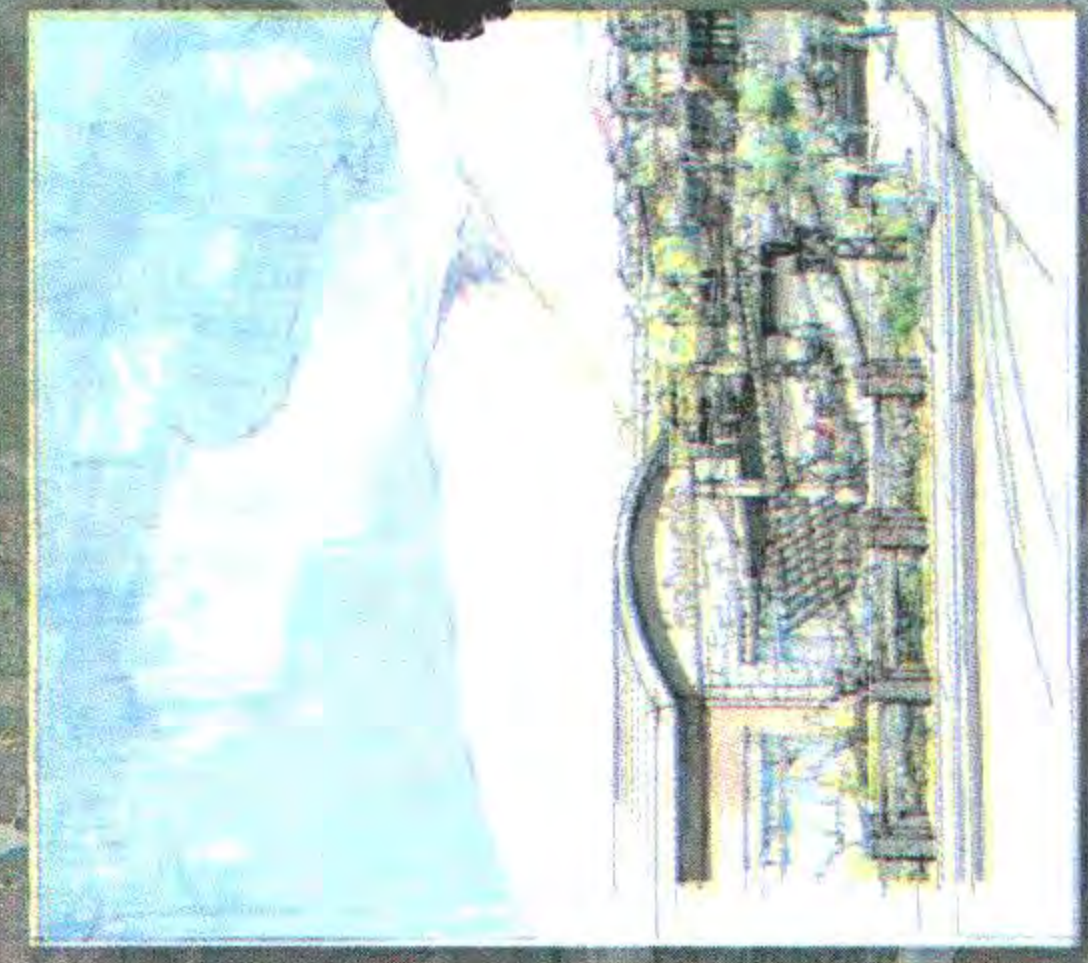
# Exhibit B





RESIDENTIAL  
COMMERCIAL MIXED USE  
TRANSITIONAL LIVE / WORK RECOVERY

MARCH 29, 2013



# PARKLANE COMMONS

ARCHITECTURAL  
**nexus**

CCIM PARTNERS  
**THE HAWS COMPANIES**

PROJECT MASTER PLAN (PMP)  
MAY 2014





PARK LANE  
COMMONS

STATION PARK

U of U  
MEDICAL

PMP  
PARK LANE  
COMMONS

HWY-89

I-15

LEGACY PKWY

PARK LANE

SHEPARD LANE INTERCHANGE

BACKGROUND IMAGE FROM BING



**PROJECT SUMMARY**

| AREA    | USE         |
|---------|-------------|
| LOT 101 | TMU         |
| D       | TMU         |
| B       | TMU         |
| A       | TMU         |
| F       | GMU         |
| E&H     | GMU         |
| I       | OMU         |
|         | OPEN SPACE* |

\* OPEN SPACE RELATED TO CREEK AND TRAIL IMPROVEMENTS, SEE DEVELOPMENT AGREEMENT





# Attachment 1





## Park Lane Commons

### Project Master Plan (PMP) Narrative Submittal

**Date: June 23, 2014**

**Project: Park Lane Commons**

**Developer: The Haws Companies**

This submission is being made under the “Alternative Approval Process; Development Agreement” outlined by the Farmington City Zoning Ordinance section 11-18-114 and as allowed and provided for under prior agreements between the Parties. This is a “Project Master Plan” as outlined by Section 11-18-108 of the Zoning Ordinance. The intent of this submission is to define the uses and their relationships to adjacent areas. This area is known as Park Lane Commons.

**1. Descriptions of land use concepts; square footage ranges and general location/distribution; parking concept; public and private open space concept; on site circulation of primary auto, bicycle, pedestrian and transit connections within the area and connections to other areas.**

Park Lane Commons will be a mixed-use development. It will incorporate retail, restaurants, entertainment, office, residential, and recovery/wellness campus uses within the TMU, GMU, and OMU Zones. The building envelopes, layouts, and architectural character as defined on the accompanying exhibits establish the basic substance of these uses and general distribution with the intent that flexibility of layout and distribution is expected. The overall site area affected by this Project Master Plan is as illustrated and described in the Development Agreement. The site planning of the development depends on the building footprints defining the circulation paths and public spaces intended to make this a unique place.

1.1. Land Use Concepts. Park Lane Commons will be a themed mixed-use development within the TOD Mixed-Use zone. It is anticipated that the mix, density and location of uses are as follows:

1.1.1. Park Lane Commons



- 1.1.1.1.      Area Lot 101 (TMU Zone) [Controlled by existing PMP]  
- 324 residential apartment complex.
- 1.1.1.2.      Area D (TMU)  
- To have a separate PMP for developing this area.
- 1.1.1.3.      Area B (TMU)  
- A mixed use commercial area with retail, office, medical, restaurant, convenience food and services.
- 1.1.1.4.      Area A (TMU)  
- A mixed use commercial area with retail, medical, office, restaurant, convenience food and services.
- 1.1.1.5.      Area F (GMU)  
- A mixed use commercial area with retail, office, restaurant, medical, convenience food and services.
- 1.1.1.5.      Area E&H (GMU)  
- A mixed use commercial area with retail, office, motel, restaurant, residential, medical, assisted living, education, convenience food and other related uses as allowed by the Ordinance.
- 1.1.1.6.      Area I (OMU)  
- A mixed use commercial area with medical, office, restaurant, medical, elderly care facilities, life skills and addiction recovery facilities, educational & training facilities, motel, assisted living, retail and other uses allowed by the Ordinance.
- 1.1.1.7      Area OS  
- A 50 ft. area each side of centerline of Shepard Creek to provide for the construction of a pedestrian trail.

1.2.      Structures. Structures are currently planned to be one story up to four stories in massing with multiple varied building types, the height may be increased as allowed under the Ordinance. Major structures will be oriented in a manner designed to balance vehicular and pedestrian use, with parking oriented in the front of structures as generally illustrated on the Site Plan. Building forms will define streets, pedestrian pathways, open



space, and plaza areas. Building entrances will be located to address street sidewalks and/or intuitive pedestrian pathways throughout the development including access to parking and drop-off zones attending to the needs of a vigorous and eclectic group of users creating a sustainable development. Building groupings and overall massing will create a connected neighborhood fabric with a variety of building forms, sizes, and shapes resulting in a synergy of development depending on tenant type and overall demand. Developer may develop the site in one or more Projects or phases. Park Lane Commons will be a Themed Mixed-Use development.

1.3. Parking Concept. Parking will largely be balanced to service the various uses within the mix of uses, but due to the location of the structures and street design will appear visually staggered as generally illustrated on the Site Plan, organized with regards to location and size to serve the building groupings, while simultaneously creating a sense of convenience for the visitors and district residents/occupants. The overall parking ratio on the project is targeted to be as provided for under this Agreement. Developer shall not be required to install structured parking, but shall be permitted to do so. Developer will encourage a sharing of parking with various uses that will allow shared parking, as for restaurants and heavy parking users, parking will increase to accommodate their demand.

1.4. Public Open Space Concept. There will be several different types of public spaces created as a result of the building massing, circulation spines, UTA rail commuter line, landscaping and other public amenities. The mix of uses will have public plazas and gathering areas that will encourage walk-ability to the UTA station along with Station Park. Public areas will be created in the project that (a) invite lingering, people-watching and facilitate a walkable connection to mass transportation and retail and entertainment provided at Station Park, (b) promote and enable unstructured and structured activities, and (c) enhance pedestrian circulation within the Themed Mix Use area.

1.5. Circulation Systems. The project design will create the opportunity to combine the convenience of vehicular traffic with pedestrian use so as to encourage walking throughout the Themed Mix Use area. Park Lane Commons will be designed to allow for ease of movement within the area bounded by the UTA station, Park Lane, Station Parkway and the 1-15 /Legacy Highway corridor. The Site Plan illustrates the general location of significant roadways on site. Additional roads may be added as the Project is refined.

## **2. Preliminary transportation analysis that addresses roadway network design and modal split.**



2.1. Transportation Systems. An engineering firm has been retained to provide an initial transportation evaluation of the Park Lane Commons Development. The following is an overview of the key transportation issues associated with the Park Lane Commons Development.

2.1.1. Major Transportation Facilities. The site is conveniently located in close proximity to Interstate 15, Highway 89 and the future Legacy Highway. In addition the site has frontage along both Park Lane, Station Parkway, Grand Avenue and I-15. Park Lane, a major arterial, is an improved five lane facility along the site's frontage. Station Parkway, a major collector, is a three lane facility along the interior of the Project Site and provides frontage, with enough right of way to accommodate on street parking or expanded lanes in the future. It is anticipated that there will be a landscaped pedestrian walkway adjacent to or incorporated into Station Parkway and Grand Avenue. The Legacy Highway project and the UTA commuter rail station has been completed and is within walking distance to Park Lane Commons. Access to/from the Legacy Highway has been provided through modifications to the Park Lane interchanges with I-15 and Highway 89. The site is also be extremely well served by transit, with both the UTA commuter rail station and bus transit providing convenient on-site access for patrons of Park Lane Commons.

2.1.2. Vehicular Access. Vehicular access to the site is provided by one access location on Park Lane and four to eight access locations on Station Parkway. It is anticipated that the majority of the site traffic will use the access on Park Lane as it will provide patrons of the center the most convenient access to I-15, Highway 89 and Legacy Highway. Attachment "2-1" attached hereto and incorporated herein by this reference illustrates the proposed access locations on Park Lane and Station Parkway. The access off of Park Lane is signalized; the access on Station Parkway at Grand Avenue will be signalized as it is warranted and constructed by the City.

2.1.3. Potential Off-site Improvements. Attachment "2-1" also illustrates the proposed off-site transportation. Frontage Improvements are proposed along Station Parkway, Grand Avenue, and Broadway.

2.1.3.1 Station Parkway Improvements. Access off of Station Parkway shall be permitted as generally illustrated in Attachment 2-1.

2.1.3.2 Red Barn Lane Improvements. Developer has made improvements to Red Barn Lane as provided for in previous agreements with the City. The road shall be further improved to Point A illustrated on Attachment 2-1 to city standards as provided for in this Agreement.



2.1.3.3. Conceptual Transportation Systems Plans. See Attachments "2-1," "2-2" and "2-3" attached hereto and incorporated herein by this reference.

**3. Major storm water drainage and management, water quality systems, major utilities, open space or land use issues; discussion of how such issues will be addressed as development proceeds.**

3.1 Storm Water Drainage and Water Quality. A master storm water drainage study design has been designed by the Developers Engineer and is incorporated and approved within this Agreement as Attachment 4, which is sufficient to consider the development of the Project(s).

3.2. Major Utilities.

3.2.1. Utility Infrastructure. Developers Engineer has been retained to provide a utility evaluation of the Park Lane Commons Development. During this initial evaluation, capacities and connection points will be determined for each underground utility. A Preliminary Utility Plan has been created for the development. This plan shows in plan view the proposed utilities and estimated sizes, in addition to connections points, service and meter location, and required infrastructure to be in compliance with the local governing district. This plan will serve as a base for the final utility drawings and will be the source for determining the final delivery of utilities to the Site.

3.2.1.1. Water. Located within Station Parkway at the intersection of Grand Avenue is a 10" culinary water line. In order to obtain water service, the project will be required to connect to this line with a 10" culinary water line, looped through the development, and re-connected back to Station Parkway. All culinary services, fire sprinkler lines, and fire hydrants will be connected from the interior looped line. All buildings within the development will have private culinary water laterals connecting into the culinary water line(s) within the public right of way. Fire Hydrants will need to be spaced through the development and be approved by the Farmington City Fire Marshall. An outside consulting firm will be retained to provide testing and analysis to determine existing fire flow, service flow, and pressure within the existing system. Upon completion of the test, the civil engineer will review and provide comment to provide a minimum system design to meet the proposed demand. Fire hydrants not located within a public right of way shall each have a dedicated water line and an easement will be dedicated to the City to allow access to each such fire hydrant if a public line. All



parking lots and driveways used as easement access points to reach fire hydrants not located within a public right of way shall be constructed to City standards.

3.2.1.2. Sewer. To meet the sewer demands, Developer has worked with Central Davis Sewer District to construct a lift station located on Station Parkway. A 10" line currently services Lot 101. There is sufficient capacity in the lift station to service the projected demand of the Park Lane Commons Development. Attachment 2 illustrates the proposed lines and points of connection. Currently a 16" line has been stubbed from the lift station to Parcel E&H, which is planned to be extended to Parcel F. Parcel I will connect to the existing line in Station Parkway. Parcels A and B will be serviced from a new line to be constructed and connected to the line servicing Lot 101. This is based upon demands related to building square footage and use. Sanitary sewer designs will need to meet minimum separation from existing utilities (10' culinary water, 6' all others) and Central Davis Sewer District Standard Specifications. Final building finished floor elevations will need to be closely reviewed to meet sanitary sewer invert elevations. Upon completion of the Preliminary Grading Plan, it will be necessary to verify adequate elevation.

3.2.1.3. Gas. An existing 8" natural gas line exists on the north side of Station Parkway. Pressures for the gas line are adequate to meet the design loads due to the proximity of a Questar District Regulator Station. Coordination with Questar will need to occur prior to construction and will be important to involve them with the preliminary utility design of each Project.

3.2.1.4. Electric. Station Parkway has an existing underground power line that serves the development area. Service for the development will be provided from the lines existing within Station Parkway. The service will be extended into the development as needed and eventually looped when determined by Rocky Mountain Power.

3.2.1.5. Phone/Data. Century Link or others will provide phone and data services for the proposed development. The location of existing service is located in the southeast corner of the proposed development. Century Link or others will engineer the proposed development when further information is provided and will loop through the development.

3.2.1.6. Comcast Cable. Comcast, a cable provider, is not available for service in the proposed area. It is currently not in their plans to expand into the area for 10-15 years. Existing roads, railroads, pipelines, etc. make it difficult to expand into the area. Service will eventually reach the area from the west.



3.2.1.7. Secondary Water. Secondary Water will need to be purchased from Weber Basin. Once a completed Utility Plan is submitted to Weber Basin, records will be reviewed to determine the water rights available and what additional shares may need to be purchased. With the construction of Station Parkway, Weber Basin constructed a 10" main line in Station Parkway, which is available for connections for each Project. Developer will work with Weber Basin in the design, purchasing of necessary water, connections and construction of Secondary Water as required for each Project within Park Lane Commons Development.

3.2.1.8. Existing Oil/Gasoline Lines through Site. Pioneer Pipeline, in association with Conoco-Phillips, operates an 8" High Pressure refined gasoline pipeline through north east end of the proposed development. The pipeline is located within a 50 foot easement. The Developer has an existing agreement with Conoco that allows for the construction of the proposed development as illustrated on Exhibit B.

3.2.1.9. Conceptual Utility Plans. See Attachments "3," "4" and "5" attached hereto and incorporated herein by this reference.

3.2.2. Grading and Drainage Design. A civil engineer has been retained to review existing and any new geotechnical studies undertaken by the Developer. In reviewing the geotechnical studies, close attention will be paid to fill requirements, groundwater levels, pavement design, over excavation, surcharging, import material, and liquefaction. Also, based upon existing and future survey information, the project developer will provide a Preliminary Grading Plan as part of the Site Plan Review. This plan will establish building finish floor elevations, preliminary storm drain plan, proposed detention pond locations, cut and fill locations, and connections to existing infrastructure.

3.2.2.1. Geotechnical Report Evaluation. Currently, the civil engineer has reviewed two reports that have been provided. First, AGECE, Preliminary Geotechnical Report, Parcel B, Farmington, Utah dated 12/5/2012 (Proj # 00115-106) and GeoDesign Inc. Preliminary Report of Geotechnical Engineering Services, Park Lane Commons, Parcel H Farmington, Utah dated 1/8/2013(Proj # CenterCal 4-10). In both, the typical soil consists of sand, silt, and clay underlain by deposits of gravel, sand, silt, and clay. Also, both reached an agreement that groundwater can be expected at approximate 5 feet in depth.

Both studies are under the assumption that lightly loaded structure can be constructed on shallow foundations and spread footings. A surcharge program may not be required at building plan locations unless subjected to high point loads. Areas of great fill in parking and road locations may want to consider applying imported fill early and allow settling over several months. Liquefaction can be expected in the area and is anticipated to be



between 2 to 6 inches during a seismic event. For building larger than two to three stories, piles and deep foundation may be required to meet design needs.

3.2.2.2. Grading and Storm Drainage. Existing storm drainage facilities exist local to the proposed development. Station Parkway consists of one storm drain line on the south side. This line is 18" in diameter and flows to the west discharging into Shepard Creek. Closer study of how these drainages will be handled by the development will be included in the proposed Grading and Drainage Design. Attachment 4 has a complete engineering review and recommendation.

**4. Description of proposed development standards at the edge of the PMP to promote compatibility between the PMP and adjacent land uses.**

4.1. Periphery Development. Even if the development of Park Lane Commons is initially limited to the area generally designated in the project site -streets and walkways will be built to accommodate the anticipated traffic load for the initial build out. Street locations as shown on the Regulating Plan will anticipate likely development scenarios on the adjoining properties if such properties are acquired by Developer. Project Specific Development Standards for Park Lane Commons will be utilized throughout Park Lane Commons, including areas on the periphery.

**5. Sequence and timing, where known, of project construction, public land and right-of-way dedications, site infrastructure improvements, off-site infrastructure improvements, and supporting facilities.**

It is contemplated that a themed mix of uses as provided for in Attachment 5, will commence within 2 years of project approval and will be built out over a period of 3 -15 years, constituting the initial phase of Park Lane Commons (the area generally designated as Areas on Parcels A, B and the frontage portion of E&H). Full build-out within the Project Site could exceed 1 million square feet, the majority being themed mix-use in nature. Infrastructure will be installed to meet the usage demands of the Project.

**6. Discussion of the incorporation of existing structures, if any, in future development plans.**

Lot 101 (Exhibit A-1) This area is controlled by an existing PMP and is the Park Lane Village Apartments consisting of three story apartment buildings (324 total residential units) and an associated clubhouse along with accessory carport structures. Lot 101 serves as the gateway connection/trailhead for the district pathway system including paths to the commuter rail station, Grand Avenue Promenade, the Legacy



Parkway Trail system and pathways to the north. The Trail has been completed under a separate development agreement with Developer and has been accepted by the City.

Area I (Exhibit A-1) currently is occupied by accessory structures that will be incorporated into the planned mixed use commercial area as development occurs. It is anticipated that the existing buildings will be part of addiction recovery program being supported by the Developer. The use of these buildings are in compliance with the allowed uses under the Ordinance.

END OF PMP NARRATIVE

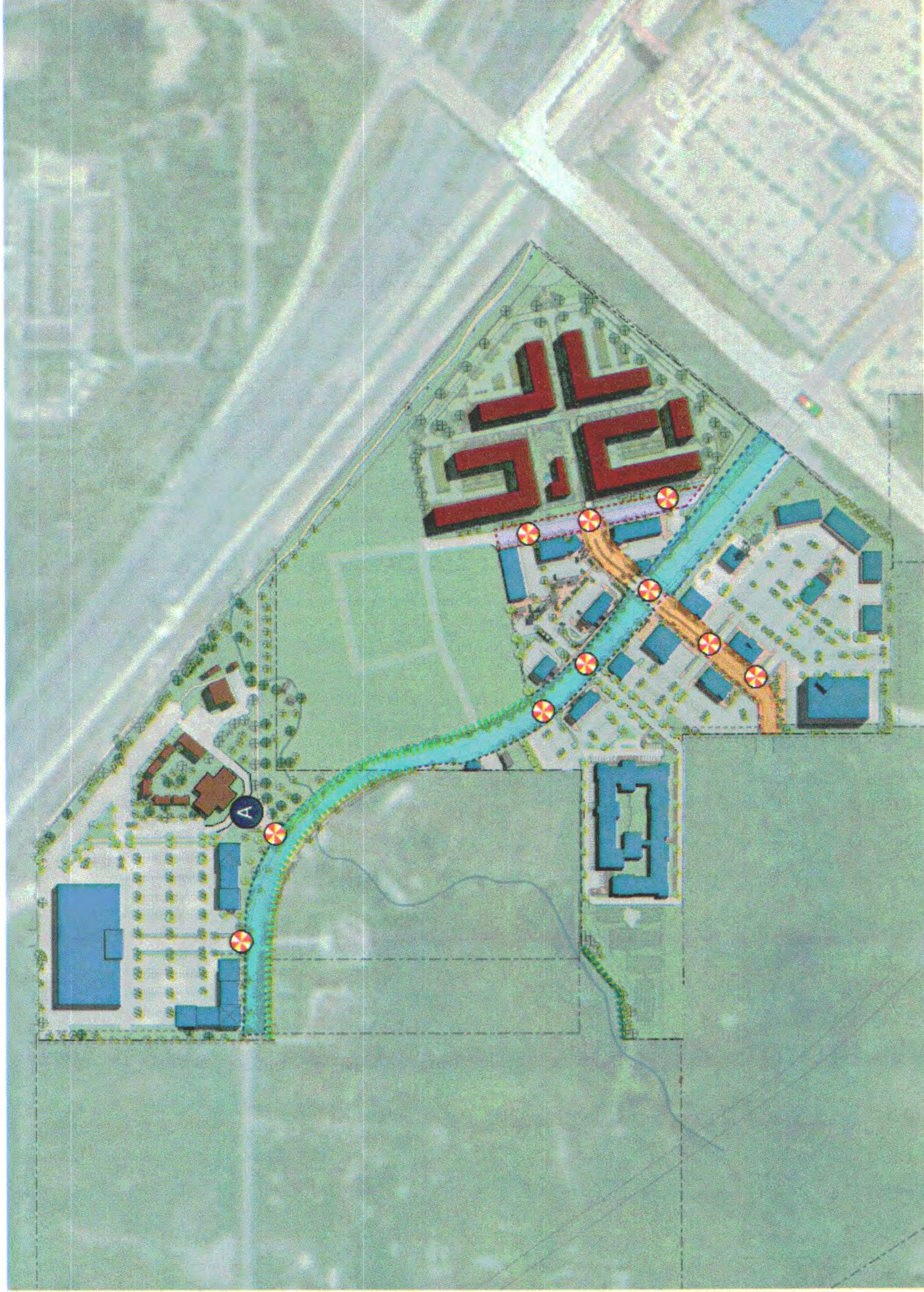


# Attachment 2



**LEGEND**

-  PROPOSED ACCESS
-  STREET FRONTAGE IMPROVEMENTS ALONG STATION PARKWAY
-  STREET FRONTAGE IMPROVEMENTS ALONG GRAND AVENUE
-  STREET FRONTAGE IMPROVEMENTS ALONG BROADWAY
-  STREET IMPROVEMENTS ALONG STATION PARKWAY BY OTHERS
-  CREEK AND TRAIL IMPROVEMENTS PER DEVELOPMENT AGREEMENT
-  POINT A



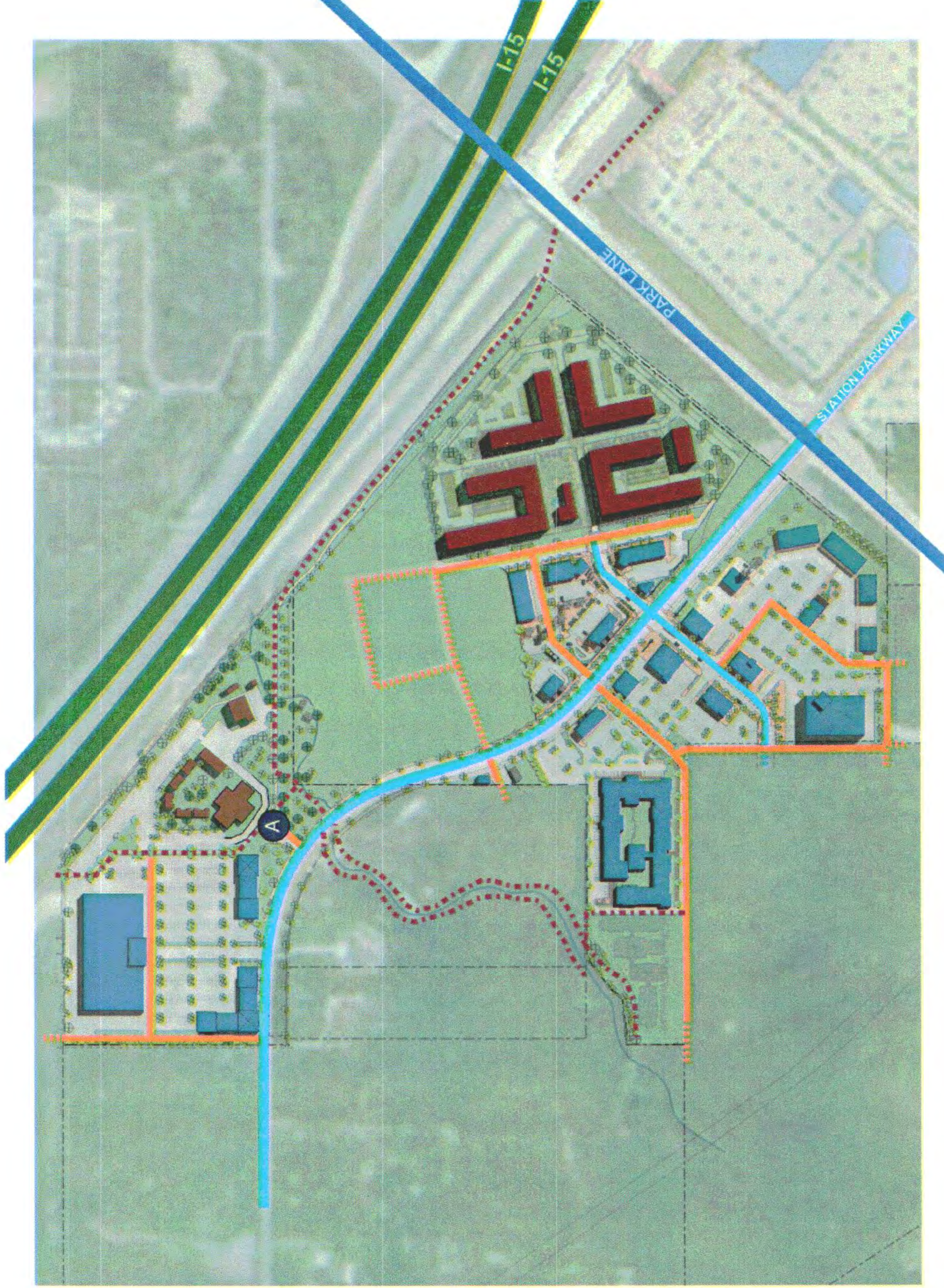


**LEGEND**

|   |                         |
|---|-------------------------|
|  | FREEWAY                 |
|  | ARTERIAL                |
|  | COLLECTOR               |
|  | NEIGHBORHOOD ROAD/LOCAL |
|  | FUTURE CONNECTION       |
|  | PEDESTRIAN TRAIL SYSTEM |

 POINT A

• IT SHOULD BE NOTED THAT SOME STREETS WILL BE INITIALLY DEVELOPED AS "NO BUILD ZONES" UNTIL ADJACENT DEVELOPMENT CAUSES THE NEED FOR A RIGHT-OF-WAY.

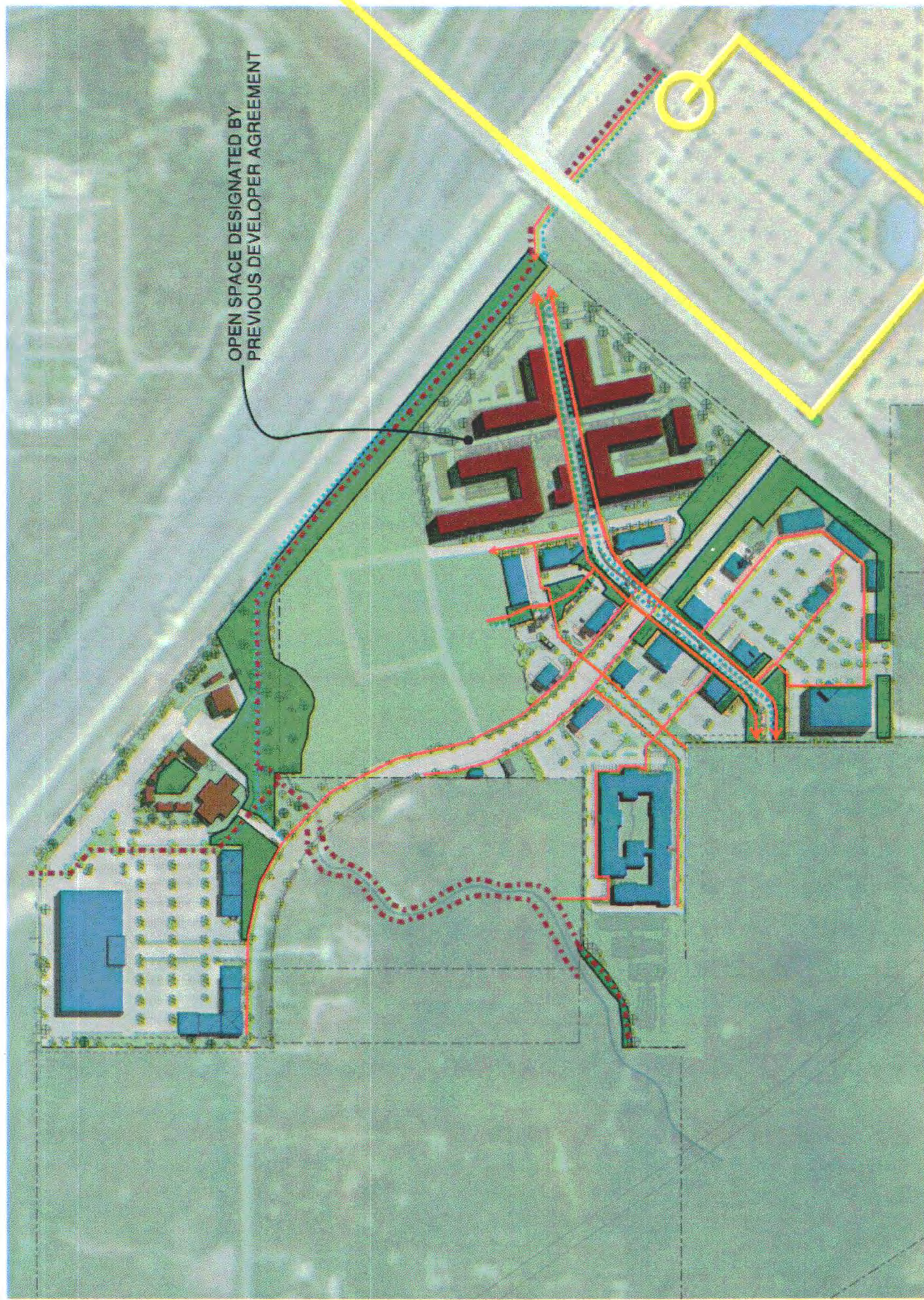




**LEGEND**

- PEDESTRIAN CONNECTIONS
- BICYCLE CONNECTIONS
- BUS ROUTE
- PEDESTRIAN TRAIL SYSTEM
- OPEN SPACE

ADDITIONAL OPEN SPACE WILL BE  
 COMPRISED OF LANDSCAPING AROUND  
 PERIMETER OF BUILDING FOOTPRINTS





**Park Lane Commons**  
Farmington, Utah

MAY 2014

**PARKLANE**  
COMMONS



**THE HAWS**  
CCIM PARTNERS  
COMPANIES

ARCHITECTURAL  
**NEXUS**



# West Farmington Mixed-Use District Regulating Street Plan

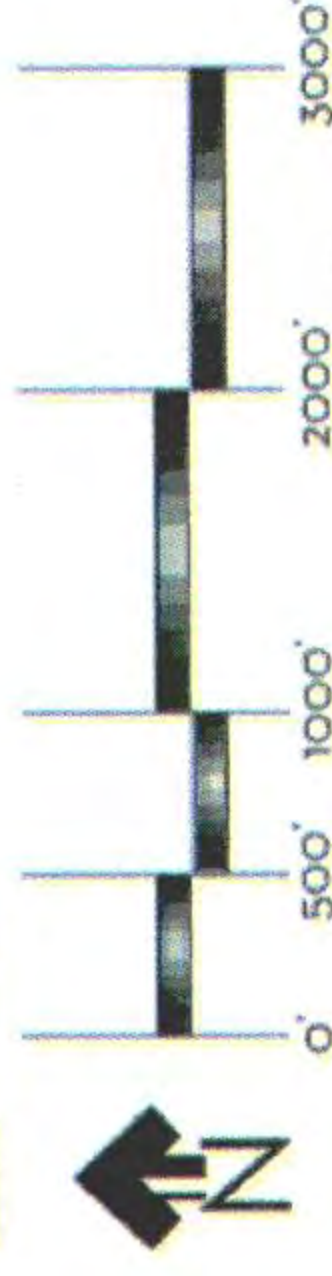
## Legend

### Street Network

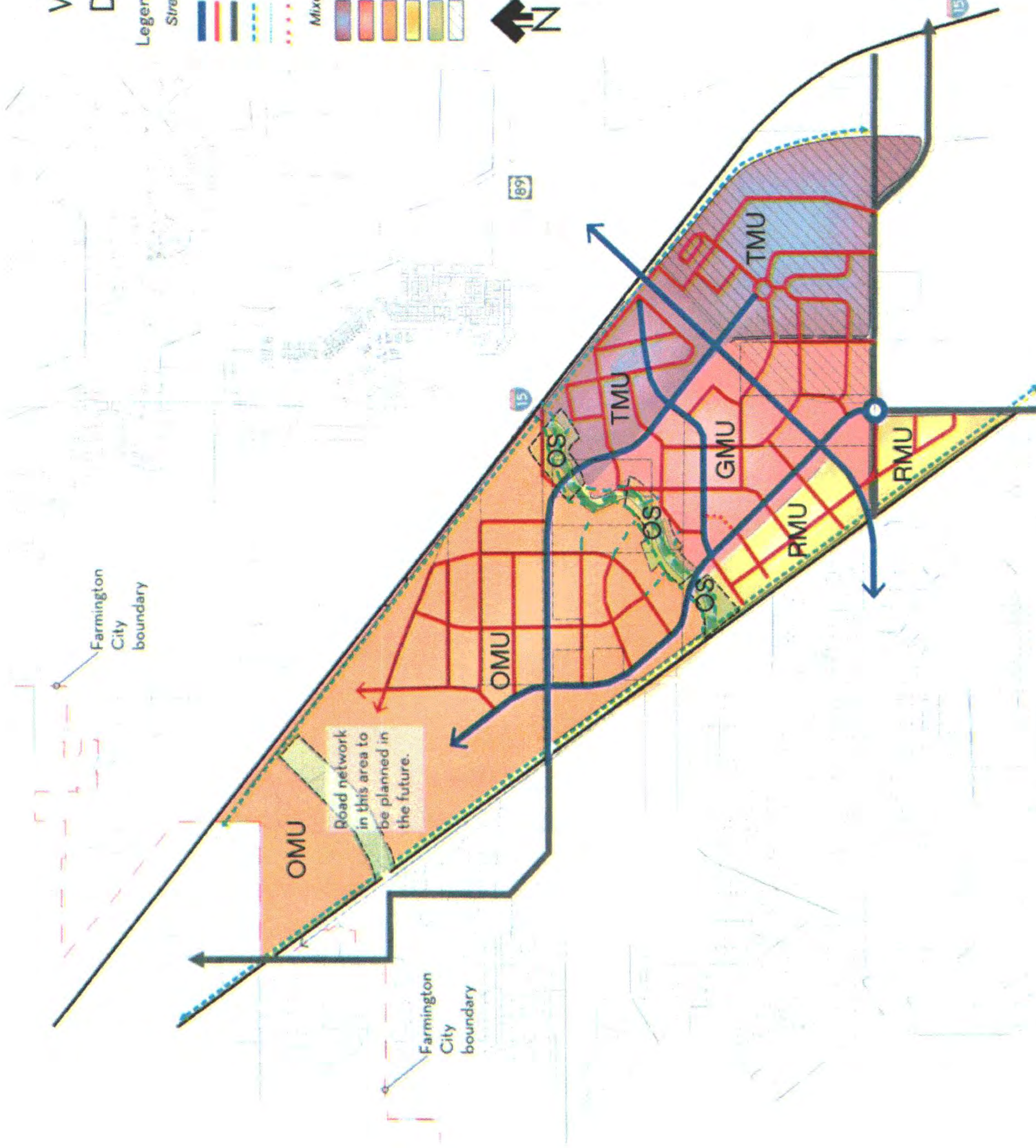
- Proposed Principal Road, approx. 64 ft. ROW curb to curb; 2 travel lanes, center median
- Proposed Neighborhood Road, approx. 28 - 32 ft. ROW curb to curb; 2 travel lanes
- Existing Local/Collector Road (Burke Lane, Clark Lane, 1525 West)
- Planned or Proposed Pedestrian Pathway
- Approximate 100 ft. Riparian Corridor Boundary - Shepard Creek
- Proposed Connector Road

### Mixed-Use Districts

- Transit Mixed-Use District (TMU)
- General Mixed-Use District (GMU)
- Office Mixed-Use District (OMU)
- Residential Mixed-Use District (RMU)
- Open Space Mixed-Use District (OS)
- Station Park\*



\* Development of the Station Park area shall be governed by its own Station Park Development Agreement between Farmington City and Station Park Center/Cali LLC (the "Station Park Development Agreement"), which the City pursuant to the provisions of Title 11, Chapter 18 of the Zoning Ordinance in existence on January 27, 2007. The Station Park Development Agreement contains all applicable development standards and other provisions that shall govern the development and further describes the extent to which other Farmington City ordinances apply to the Station Park area. This Regulating Plan may apply to the Station Park area only after termination of the Station Park Development Agreement and then only to the extent not inconsistent with any continuing rights granted by the Station Park Development Agreement.





# West Farmington Mixed-Use District Regulating Street Plan

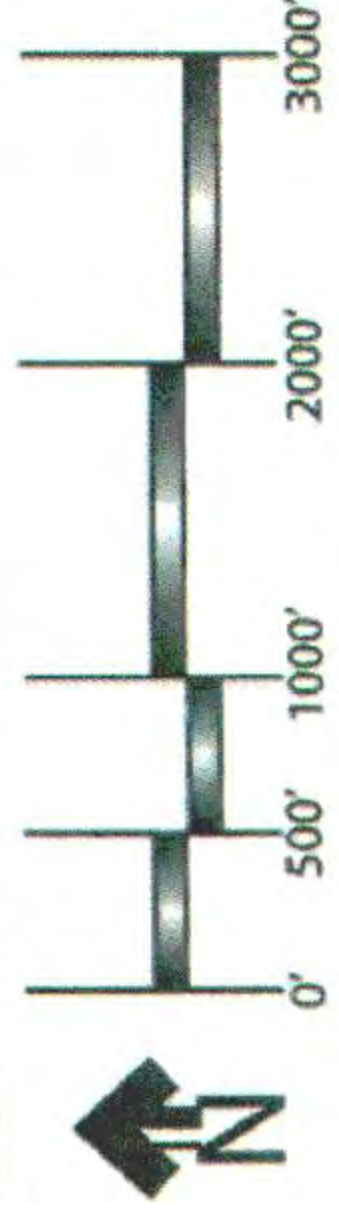
## Legend

### Street Network

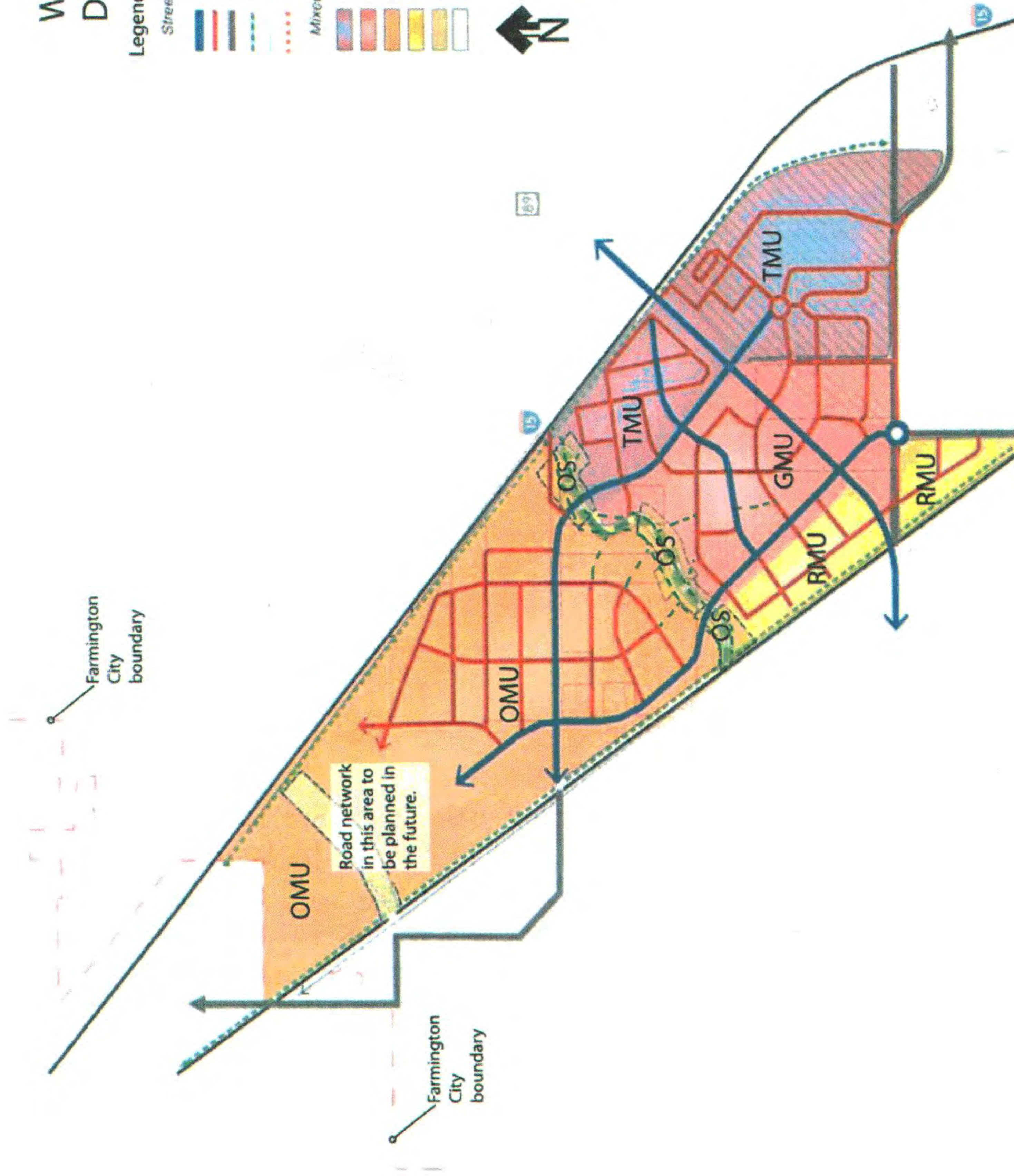
- Proposed Principal Road: approx. 64' R/W curb to curb; 2 travel lanes, center median
- Proposed Neighborhood Road: approx. 28' R/W curb to curb; 2 travel lanes
- Existing Local/Collector Road (Bunker Lane, Clark Lane, 152 1/2 West)
- Planned or Proposed Pedestrian Pathway
- Approximate 100' R/W Right-of-Way Boundary - Shepard Drive
- Proposed Connector Road

### Mixed-Use Districts

- Transit Mixed-Use District (TMU)
- General Mixed-Use District (GMU)
- Office Mixed-Use District (OMU)
- Residential Mixed-Use District (RMU)
- Open Space Mixed-Use District (OS)
- Station Park\*



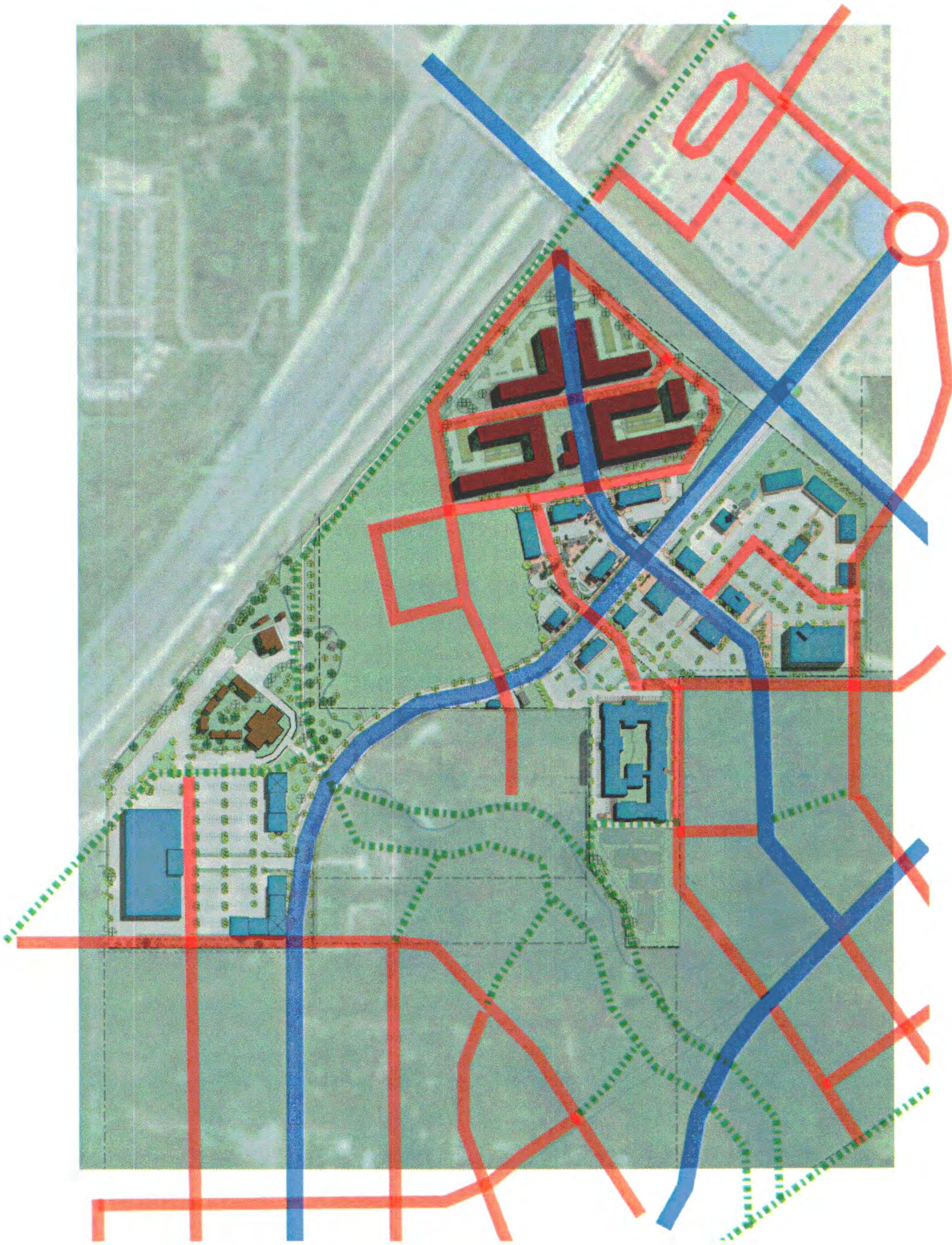
\* Development of the Station Park area shall be governed by the terms of the Station Park Development Agreement between the City of Farmington, Utah and Station Park Central LLC (the "Station Park Development Agreement"), which the City passed to the ordinance on January 21, 2007. The Station Park Development Agreement approved process for the Station Park development and further describes the extent to which other Farmington City ordinances apply to the Station Park area. This Regulating Plan may apply to the Station Park area only after termination of the Station Park Development Agreement and then only to the extent not otherwise provided for in the Station Park Development Agreement.







The amended and approved regulatory plan intent has been matched as shown by the overlay. Flexibility in the final location of the road network will accommodate open space and wetlands and will be defined by the site plans that develop with future tenants.





# Attachment 3





**PARK LANE COMMONS  
PARK LANE AND STATION PARKWAY  
FARMINGTON, UTAH  
STORM WATER STUDY  
Project No. 12N611  
8-30-2013**

**General Site Information:**

The proposed Park Lane Commons site is located along Station Parkway between Park Lane and Burke Lane in Farmington, Utah. Construction will consist of a new commercial development, including several buildings, parking lots, roadways, sidewalks, curb and gutter, underground utilities, and landscaped areas when completed. Needed detention volumes are also calculated and provided. The site has an area of about 75 acres including the interior roadways. Storm water from the site will be collected in inlet boxes and continue via storm drain to detention facilities located throughout the site, and be released to the west at a rate that allows no more than 15 cfs (75 acres @ 0.2 cfs/acre) to leave the overall site into an existing creek & future city regional drainage facilities to the west and south of the site. (See figure and calculations this sheet).

The proposed site is broken up into 5 drainage areas (labeled A-1 through A-5). A runoff coefficient of 0.15 was used for natural ground and landscaped areas. A runoff coefficient of 0.90 was used for asphalt, concrete, and other hard surfaced areas. An average runoff coefficient was calculated for each individual area of the site under developed conditions.

Rainfall intensities were taken from Farmington City. The values obtained were interpolated as necessary. A copy of this data is attached.

Data showing area information, runoff coefficient, and required detention for the site is also provided and can be found in the attached calculations.

**Orifice Plate:**

An orifice plate will be used for each detention facility onsite, and will be sized to accommodate the flows calculated in the attached sheets.

**Storm Water Area Breakdown:**

Area A-1: Area A-1 has been modeled with a 0.2 cfs/acre discharge rate & will outfall into a future city storm drain system & detention facility located west of the development. The discharge rate for Area A1 is 3.10 cfs for the 15.53 acre area.

Area A-2: Area A-2 is 14.04 acres and has has been modeled at .072 cfs/acre due to the limited amount of capacity that can be discharged into the existing creek. Area A2 will be released at 1.02 cfs.

Area A-3: A-3 is 21.90 acres and will be conveyed through an existing storm drainage system that has a conveyance capacity of 11 cfs – this existing drainage system also conveys the runoff from the existing roads within the development & discharges into the creek. The existing system has been





designed & the specifics have been agreed upon previously between Forsgren Engineering & Farmington City's Consulting Engineer, CRS. Park Lane Village Apartments currently utilize 5.0 cfs as approved by the city engineer. The total outfall rate from A-3 is approximately 11.0 cfs.

Area A-4: Area A-4 will be restricted to a 0.2 cfs/acre rate and will discharge into a future city owned storm drainage system to the south of this development. Area A4 is 12.0 acres & will release 2.40 cfs into the future system.

Area A-5: Area A-5 is 11.78 acres and will be restricted to a 0.058 cfs/acre discharge rate. This area will discharge directly into the creek and will convey 0.75 cfs.

In summary, Areas A-2, A-3, & A-5 will all outfall directly into the existing creek running through the site. Detention will be provided adjacent to the creek bank and within the area breakdowns shown on the attached map. Areas A-1 and A-4 will outfall to future city owned systems to the west and south, respectively. Temporary detention will be provided in each of these areas as necessary. The total amount contributed to the future west system from Area A-1 will be 3.10 cfs. The total amount contributed to the south system from Area A-4 is 2.40 cfs. Areas A-2, A-3 & A-5 combined will contribute 12.77 cfs into the existing creek. A total release of 15.0 cfs for the development area is by prior city approval. The difference between 15.0 cfs and 12.77 cfs is utilized by flow generated from roads within the development. Each area will have temporary detention designed to meet the requirements listed until a future city system is completed. This will allow each of these areas to be developed in phases prior to a city system being completed.

#### **Detention Calculations:**

Detention calculations are based on the release rates discussed above and are broken down as follows: A-1, 50,869 cubic feet; A-2, 45,846 cubic feet; A-3 is unrestricted through the existing drainage system (the conveyance system designed for area A-3 is already in place and operating) A-4, 41,662 cubic feet; A-5, 66,570 cubic feet.

In the event the detention facilities experience a storm much larger than the design storm water will then spill out into the streets and continue to the west in a historical fashion.

Great Basin Engineering, Inc.

Prepared by Ryan Bingham, P.E.

A handwritten signature in blue ink, appearing to read 'Coury Morris'.

Reviewed by Coury Morris, P.E.





June 15, 2013

Mr. Scott Harwood  
The Haws Companies

RE: PARK LANE COMMONS EXISTING & PROPOSED UTILITY ANALYSIS

Dear Scott,

We have been engaged with the civil engineering for the overall 72 acre Park Lane Commons Development for the past 3 years. During that time we have worked with your previous engineer, Earl Kemp, and with the City of Farmington to evaluate and prepare the necessary plans for the utility infrastructure to support the development.

Attached is a detailed analysis of each of the required utility systems. This analysis is derived from a storm water study that was prepared by this office in March of this year, which I have attached to this letter.

The storm water study is broken down into 5 areas Labelled A-1 through A-5. A-1 is the 15.53 acre tract of land on the north side of Burke Lane & Station Parkway and is also the location of Red Barn Farms. Areas A-2 & A-3 (14.04 & 21.90 acres, respectively) are located on the east side of Station Parkway between Burke Lane to the north & Park Lane to the south. Areas A-4 & A-5 are located on the west side of Station Parkway. A-4 is 12.0 acres and is located between the overall project's south boundary line and the future extension of Grand Avenue to the west. Finally, A-5 is located on the west side of Station Parkway & extends out to Shepard Creek. A-5 consists of 11.78 acres. The total area of this study is 75.31 acres including city dedicated roadways. This approach was agreed on at a meeting held in December 2012 at the City Offices with Engineers from the Haws Companies and the Farmington City Engineer present.

#### WATER:

Each of these areas will be serviced by an existing 10" water line that was placed below Station Parkway as indicated in CRS Engineers' design drawings titled "Farmington City – Station Parkway:North" dated 3-16-2010. There are (2) existing 8" lines that extend from this 10" line beneath Richards Way and Grand Avenue. These 8" lines provide domestic water to the entirety of A-3 and the proposed future development that will be located on the east end of A-2. Area A-3 has a looped distribution system & the proposed future development will provide a looped connection configuration that will be drawn from as development in A-2 progresses towards Station Parkway. Although areas A-4 & A-5 do not have any water infrastructure in place, it is readily available to connect to with an existing 10" stub located at the west side of the intersection of Grand Avenue & Station Parkway. This 10" line will be looped through both areas A-4 & A-5 & provide domestic water, fire suppression & hydrant service for both of these areas. Finally, A-1 will connect to the 10" line beneath Station Parkway with (2) hot tap connections to provide looped water distribution. The existing 10" line also loops



underneath Park Lane to the Station Park Development. The existing 10" line beneath Station Parkway meets the needs of the development.

#### SANITARY SEWER:

Areas A-2 & A-3 will be sewerred through an existing 10" PVC sanitary sewer line that runs beneath Richards Way. This 10" line has a conveyance capacity of 3.8 CFS (1,705 GPM) & only needs to service 35.8 acres. This existing 10" main conveys the waste water effluent to an existing Central Davis Sewer District lift station where it is pumped up to an existing gravity system that outfalls to the wastewater treatment plant located northwest of the project.

Areas A-4 & A-5 will be sewerred by a future main that runs through each of these respective areas & outfalls into the existing lift station. These areas outfall into an existing 16" line that was stubbed out of the lift station and extended by developer into area A-5.

Area A-1 will be conveyed through a series of future lines that tie into an existing 30" CDS main line that runs beneath Burke Lane.

#### STORM DRAINAGE:

The storm drainage throughout this development is constrained by the limited amount of flow that can be discharged into Shepard Creek. Each of the above mentioned areas are discussed in the attached storm water study which was developed with input from CRS Engineers & Farmington City representatives. The development will install temporary detention if needed for areas A-1, A-4 and A-5, which will eventually be replaced by participation in a regional detention facility once it is available. Ultimately, Areas A-1 & A-4 will discharge at controlled rates through future city owned storm drainage systems to the west and south that tie into these future regional detention facilities. In the interim, detention will be constructed on-site to handle the required outflow. This will allow each area to be developed in phases prior to a city system being completed. Areas A-2, A-3 and A-5 will discharge at the rates included in the attached study into Shepard Creek. A-3 has been designed to be a pass through system which conveys the majority of the flow generated in that area unrestricted through a series of existing 15", 18" & 24" lines and discharge directly into Shepard Creek. These existing lines are adequate to convey these flows. Systems for Areas A-1, A-2, A-4 & A-5 will be designed to meet the required discharge constraints as development in those areas progress.

#### POWER, GAS & COMMUNICATIONS:

An overall Concept Plan has been developed for each of the dry utilities required for Park Lane Commons. The main distribution lines for power, gas and fiberoptic run parallel to Station Parkway behind the backs of curb. Service lines & transformers will



extend from these distribution lines and feed each of the proposed developments. There are three major switch boxes in place to service future electrical distribution.

In summary, there is either existing service to each phase of the development currently or there is sufficient capacity within the existing systems to support the proposed development plan of 6-15-2013 and attached with this letter. We have designed and planned for the necessary lateral connections for the required utility services. Additionally, we have had previous discussions and meetings with the service providers along with the City, where they have confirmed the availability of these services.

**In our professional opinion the plans you have ready to submit to the City will meet the necessary engineering requirements for you to proceed with the Development of Park Lane Commons.**

Please contact me if you have any further questions.

Thanks,



Coury Morris, P.E.  
Principal  
Great Basin Engineering, Inc.







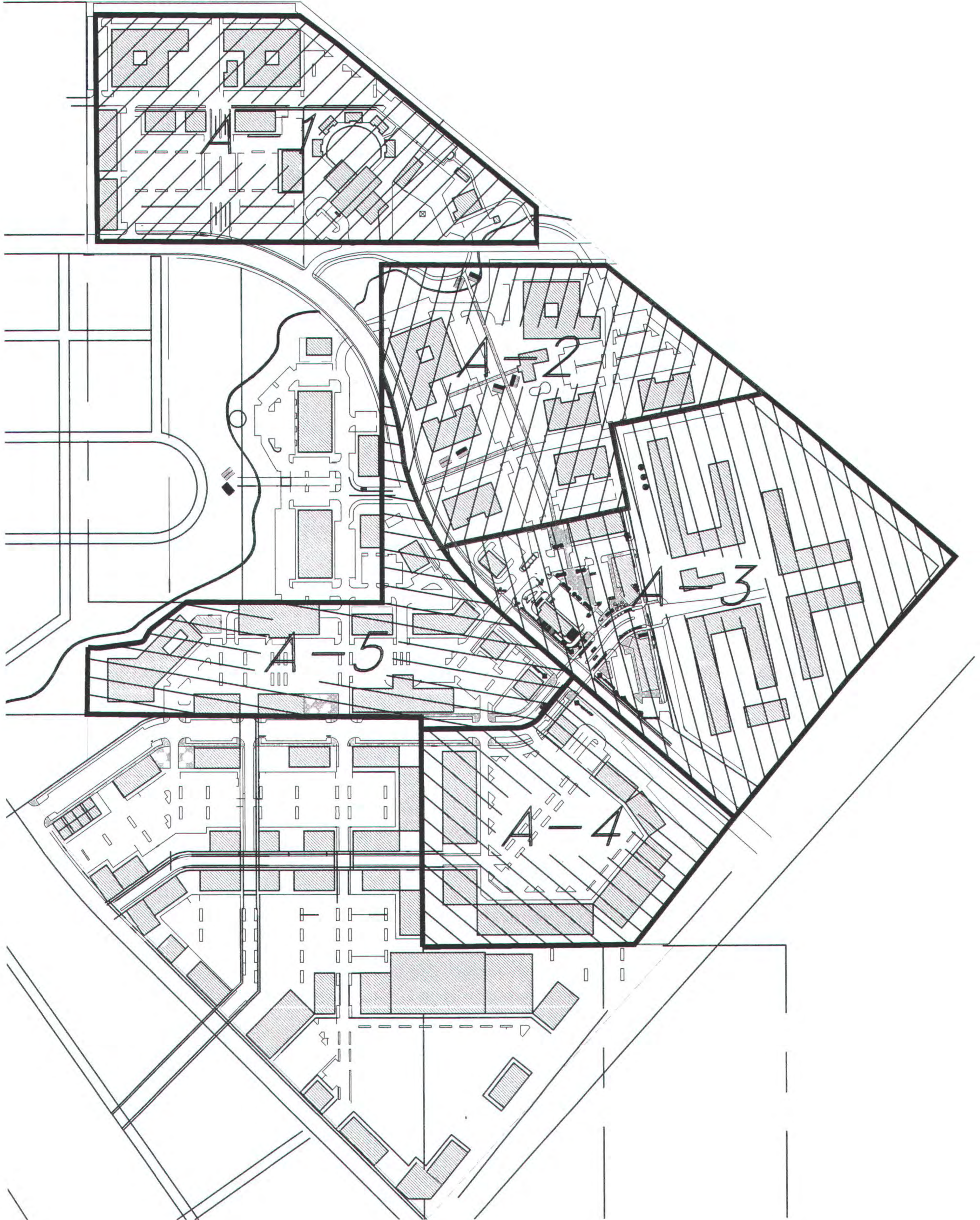


**Legend**  
(Note: all lines may not appear on all sheets)

- San. Sewer Manhole
- Storm Drain Manhole
- Catch Basins
- Exist. Water Valve
- Water Valve
- Sanitary Sewer
- Sanitary Water
- Gas Line
- Storm Drain
- Telephone Line
- Power Line
- Fiber Optic









**Park Lane Commons Overall  
Combined Detention Pond A-1**

C =   
Area =  acres

Allowable Discharge Rate =  cfs/acre

Total Release Rate =  cfs

Detention Pond Sized For The  Year Storm

| Time<br>min | Rainfall<br>Intensity<br>in./hr. | Accumulated<br>Volume<br>(CF) | OR<br>Allowable<br>Release<br>(CF) | Needed<br>Detention<br>(CF) | Needed<br>Detention<br>(acre-ft) |
|-------------|----------------------------------|-------------------------------|------------------------------------|-----------------------------|----------------------------------|
| 5           | 6.47                             | 19602                         | 932                                | 18670                       | 0.429                            |
| 10          | 4.76                             | 28815                         | 1864                               | 26951                       | 0.619                            |
| 15          | 3.69                             | 33518                         | 2796                               | 30722                       | 0.705                            |
| 20          | 3.04                             | 36849                         | 3728                               | 33121                       | 0.760                            |
| 25          | 2.65                             | 40149                         | 4660                               | 35488                       | 0.815                            |
| 30          | 2.40                             | 43690                         | 5592                               | 38098                       | 0.875                            |
| 35          | 2.23                             | 47225                         | 6525                               | 40701                       | 0.934                            |
| 40          | 2.08                             | 50361                         | 7457                               | 42904                       | 0.985                            |
| 45          | 1.94                             | 52793                         | 8389                               | 44405                       | 1.019                            |
| 50          | 1.80                             | 54428                         | 9321                               | 45107                       | 1.036                            |
| 55          | 1.66                             | 55400                         | 10253                              | 45147                       | 1.036                            |
| 60          | 1.54                             | 56030                         | 11185                              | 44845                       | 1.030                            |
| 90          | 1.24                             | 67646                         | 16777                              | 50869                       | 1.168                            |
| 120         | 1.00                             | 72854                         | 22370                              | 50485                       | 1.159                            |
| 180         | 0.71                             | 77427                         | 33555                              | 43873                       | 1.007                            |
| 360         | 0.43                             | 93785                         | 67109                              | 26676                       | 0.612                            |
| 720         | 0.27                             | 117777                        | 134218                             | -16442                      | -0.377                           |
| 1440        | 0.17                             | 148311                        | 268437                             | -120125                     | -2.758                           |

<- Max Detention

So, our detention pond needs to hold  ft<sup>3</sup> of water



**Park Lane Commons Overall**  
**Combined Detention Pond A-2**

C =   
 Area =  acres

Allowable Discharge Rate =  cfs/acre

Total Release Rate =  cfs

Detention Pond Sized For The  Year Storm

| Time<br>min | Rainfall<br>Intensity<br>in./hr. | Accumulated<br>Volume<br>(CF) | OR<br>Allowable<br>Release<br>(CF) | Needed<br>Detention<br>(CF) | Needed<br>Detention<br>(acre-ft) |
|-------------|----------------------------------|-------------------------------|------------------------------------|-----------------------------|----------------------------------|
| 5           | 6.47                             | 14171                         | 305                                | 13866                       | 0.318                            |
| 10          | 4.76                             | 20831                         | 610                                | 20221                       | 0.464                            |
| 15          | 3.69                             | 24231                         | 915                                | 23316                       | 0.535                            |
| 20          | 3.04                             | 26639                         | 1220                               | 25419                       | 0.584                            |
| 25          | 2.65                             | 29024                         | 1524                               | 27500                       | 0.631                            |
| 30          | 2.40                             | 31584                         | 1829                               | 29755                       | 0.683                            |
| 35          | 2.23                             | 34140                         | 2134                               | 32006                       | 0.735                            |
| 40          | 2.08                             | 36407                         | 2439                               | 33967                       | 0.780                            |
| 45          | 1.94                             | 38165                         | 2744                               | 35421                       | 0.813                            |
| 50          | 1.80                             | 39347                         | 3049                               | 36298                       | 0.833                            |
| 55          | 1.66                             | 40050                         | 3354                               | 36696                       | 0.842                            |
| 60          | 1.54                             | 40505                         | 3659                               | 36846                       | 0.846                            |
| 90          | 1.24                             | 48902                         | 5488                               | 43414                       | 0.997                            |
| 120         | 1.00                             | 52668                         | 7318                               | 45350                       | 1.041                            |
| 180         | 0.71                             | 55973                         | 10976                              | 44997                       | 1.033                            |
| 360         | 0.43                             | 67799                         | 21953                              | 45846                       | 1.052                            |
| 720         | 0.27                             | 85142                         | 43905                              | 41237                       | 0.947                            |
| 1440        | 0.17                             | 107216                        | 87811                              | 19406                       | 0.445                            |

<- Max Detention

So, our detention pond needs to hold  ft<sup>3</sup> of water



**Park Lane Commons Overall**  
**Combined Detention Pond A-3**

C =   
 Area =  acres

Allowable Discharge Rate =  cfs/acre

Total Release Rate =  cfs

Detention Pond Sized For The  Year Storm

| Time<br>min | Rainfall<br>Intensity<br>in./hr. | Accumulated<br>Volume<br>(CF) | OR<br>Allowable<br>Release<br>(CF) | Needed<br>Detention<br>(CF) | Needed<br>Detention<br>(acre-ft) |
|-------------|----------------------------------|-------------------------------|------------------------------------|-----------------------------|----------------------------------|
| 5           | 6.47                             | 17010                         | 3300                               | 13710                       | 0.315                            |
| 10          | 4.76                             | 25005                         | 6600                               | 18405                       | 0.423                            |
| 15          | 3.69                             | 29086                         | 9900                               | 19186                       | 0.440                            |
| 20          | 3.04                             | 31977                         | 13200                              | 18777                       | 0.431                            |
| 25          | 2.65                             | 34840                         | 16500                              | 18340                       | 0.421                            |
| 30          | 2.40                             | 37913                         | 19800                              | 18113                       | 0.416                            |
| 35          | 2.23                             | 40981                         | 23100                              | 17881                       | 0.410                            |
| 40          | 2.08                             | 43701                         | 26400                              | 17301                       | 0.397                            |
| 45          | 1.94                             | 45812                         | 29700                              | 16112                       | 0.370                            |
| 50          | 1.80                             | 47230                         | 33000                              | 14230                       | 0.327                            |
| 55          | 1.66                             | 48074                         | 36300                              | 11774                       | 0.270                            |
| 60          | 1.54                             | 48621                         | 39600                              | 9021                        | 0.207                            |
| 90          | 1.24                             | 58701                         | 59400                              | -699                        | -0.016                           |
| 120         | 1.00                             | 63220                         | 79200                              | -15980                      | -0.367                           |
| 180         | 0.71                             | 67189                         | 118800                             | -51611                      | -1.185                           |
| 360         | 0.43                             | 81383                         | 237600                             | -156217                     | -3.586                           |
| 720         | 0.27                             | 102202                        | 475200                             | -372998                     | -8.563                           |
| 1440        | 0.17                             | 128699                        | 950400                             | -821701                     | -18.864                          |

<- Max Detention

So, our detention pond needs to hold  ft<sup>3</sup> of water



**Park Lane Commons Overall**  
**Combined Detention Pond A-4**

C =   
 Area =  acres

Allowable Discharge Rate =  cfs/acre

Total Release Rate =  cfs

Detention Pond Sized For The  Year Storm

| Time<br>min | Rainfall<br>Intensity<br>in./hr. | Accumulated<br>Volume<br>(CF) | OR<br>Allowable<br>Release<br>(CF) | Needed<br>Detention<br>(CF) | Needed<br>Detention<br>(acre-ft) |
|-------------|----------------------------------|-------------------------------|------------------------------------|-----------------------------|----------------------------------|
| 5           | 6.47                             | 15824                         | 719                                | 15105                       | 0.347                            |
| 10          | 4.76                             | 23261                         | 1438                               | 21823                       | 0.501                            |
| 15          | 3.69                             | 27058                         | 2158                               | 24900                       | 0.572                            |
| 20          | 3.04                             | 29747                         | 2877                               | 26870                       | 0.617                            |
| 25          | 2.65                             | 32410                         | 3596                               | 28814                       | 0.661                            |
| 30          | 2.40                             | 35269                         | 4315                               | 30954                       | 0.711                            |
| 35          | 2.23                             | 38123                         | 5035                               | 33089                       | 0.760                            |
| 40          | 2.08                             | 40654                         | 5754                               | 34900                       | 0.801                            |
| 45          | 1.94                             | 42618                         | 6473                               | 36145                       | 0.830                            |
| 50          | 1.80                             | 43937                         | 7192                               | 36745                       | 0.844                            |
| 55          | 1.66                             | 44722                         | 7912                               | 36811                       | 0.845                            |
| 60          | 1.54                             | 45231                         | 8631                               | 36600                       | 0.840                            |
| 90          | 1.24                             | 54608                         | 12946                              | 41662                       | 0.956                            |
| 120         | 1.00                             | 58812                         | 17261                              | 41551                       | 0.954                            |
| 180         | 0.71                             | 62504                         | 25892                              | 36612                       | 0.840                            |
| 360         | 0.43                             | 75709                         | 51784                              | 23924                       | 0.549                            |
| 720         | 0.27                             | 95076                         | 103569                             | -8493                       | -0.195                           |
| 1440        | 0.17                             | 119726                        | 207138                             | -87412                      | -2.007                           |

<- Max Detention

So, our detention pond needs to hold  ft<sup>3</sup> of water



**Park Lane Commons Overall**  
**Combined Detention Pond A-5**

C =   
 Area =  acres

Allowable Discharge Rate =  cfs/acre

Total Release Rate =  cfs

Detention Pond Sized For The  Year Storm

| Time<br>min | Rainfall<br>Intensity<br>in./hr. | Accumulated<br>Volume<br>(CF) | OR<br>Allowable<br>Release<br>(CF) | Needed<br>Detention<br>(CF) | Needed<br>Detention<br>(acre-ft) |
|-------------|----------------------------------|-------------------------------|------------------------------------|-----------------------------|----------------------------------|
| 5           | 6.47                             | 16472                         | 225                                | 16247                       | 0.373                            |
| 10          | 4.76                             | 24214                         | 450                                | 23764                       | 0.546                            |
| 15          | 3.69                             | 28166                         | 675                                | 27491                       | 0.631                            |
| 20          | 3.04                             | 30966                         | 900                                | 30066                       | 0.690                            |
| 25          | 2.65                             | 33738                         | 1125                               | 32613                       | 0.749                            |
| 30          | 2.40                             | 36714                         | 1350                               | 35364                       | 0.812                            |
| 35          | 2.23                             | 39685                         | 1575                               | 38110                       | 0.875                            |
| 40          | 2.08                             | 42319                         | 1800                               | 40519                       | 0.930                            |
| 45          | 1.94                             | 44363                         | 2025                               | 42338                       | 0.972                            |
| 50          | 1.80                             | 45737                         | 2250                               | 43487                       | 0.998                            |
| 55          | 1.66                             | 46554                         | 2475                               | 44079                       | 1.012                            |
| 60          | 1.54                             | 47083                         | 2700                               | 44383                       | 1.019                            |
| 90          | 1.24                             | 56844                         | 4050                               | 52794                       | 1.212                            |
| 120         | 1.00                             | 61221                         | 5400                               | 55821                       | 1.281                            |
| 180         | 0.71                             | 65064                         | 8100                               | 56964                       | 1.308                            |
| 360         | 0.43                             | 78810                         | 16200                              | 62610                       | 1.437                            |
| 720         | 0.27                             | 98970                         | 32400                              | 66570                       | 1.528                            |
| 1440        | 0.17                             | 124630                        | 64800                              | 59830                       | 1.373                            |

<- Max Detention

So, our detention pond needs to hold  ft<sup>3</sup> of water



# Exhibit C





















## Planning Commission Staff Report January 6, 2021

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### **Item 6: Zone Text Amendment—Special Exception to the Height of Main Building in the Agricultural Zones.**

Public Hearing: Yes  
Application No.: ZT-22-21  
Applicant: Tim Matthews

*Request: Applicant is requesting a recommendation to amend the Zoning Ordinance allow for the consideration of a special exception as it pertains to the height of a dwelling the Agricultural Zones regulated by Chapter 11-10 of the Farmington City Ordinance.*

---

#### **Background Information**

Recently the Planning Commission noted that in order to consider a Special Exception to a standard in the ordinance, it must be explicitly stated that the Planning Commission is able to do so.

The applicant is looking to build a new home on property south of Glovers Lane. As proposed, the home design would require a special exception to be permitted but the ordinance does not explicitly state that this can be considered.

The ordinance does allow the Planning Commission to consider extra height for an accessory building, but not a main building such as a dwelling.

#### **Suggested Motion**

Move that the Planning Commission make a recommendation to the City Council to approve the proposed zone text amendment.

#### **Findings**

City staff believes that having the ability to consider a special exception for flexibility in design of a dwelling is equally or more important than the ability to consider exceptions to an accessory building. This amendment coupled with the existing and proposed text under consideration regarding the Section 11-3-045: Special Exceptions will allow for fair due process and reasonable standards for consideration.



**Supplementary Information**

1. Draft Ordinance

**Applicable Ordinances**

1. [11-10-050: Maximum Building Height](#)
2. [11-3-045: Special Exceptions](#)



**11-10-050: MAXIMUM BUILDING HEIGHT:**

A. Main Buildings: Main buildings shall not exceed twenty seven feet (27') in height unless the Planning Commission approves an increased height after review of a special exception application filed by the property owner per Section 11-3-045.

B. Accessory Buildings: The height of accessory buildings and structures shall not exceed twenty-five feet (25') unless the Planning Commission approves an increased height after review of a special exception application filed by the property owner.

C. Transmission Towers: Transmission towers have no restriction on height, provided they meet the setbacks established in section [11-10-040](#) of this chapter and section [11-28-190](#) of this title.





## Planning Commission Staff Report January 6, 2021

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### **Item 7: Zone Text Amendment—Multiple Sections of Title 11 including special exceptions, building height, and accessory structure placement.**

Public Hearing: Yes  
Application No.: ZT-23-21  
Applicant: Farmington City

*Request: Staff is proposing changes to multiple sections of Title 11 to clarify ordinances which pertain primarily to special exceptions, building height, and accessory structures.*

---

#### **Background Information**

The attached draft ordinance includes proposed changes identified by staff primarily for clarification of how the ordinance is currently interpreted and applied. A summary of the ordinance and emphasis of substantive changes follows:

- Definitions:
  - o Building Lot: correcting an inconsistency with 12-7-030 (B) which states the width of the flag lot stem shall be a minimum of 28 ft.
  - o Building Height: Clarification of the definition and distinction in use on steep slopes. Added visual examples.
- Special Exceptions:
  - o Dwellings in residential and agricultural zones eligible for consideration of a special exception to building height.
  - o **A cap is proposed on how much height the Planning Commission may consider for a special exception.**
- Accessory Buildings:
  - o Distinguishing required side yard from a side yard.
  - o **Creates an exception to small accessory buildings on double frontage lots.**

#### **Suggested Motion**

Move that the Planning Commission make a recommendation to the City Council to approve the proposed zone text amendments.



## **Findings**

The proposed text amendments offer clarity within the ordinance and provide additional flexibility for property owners within limits overseen by the Planning Commission.

## **Supplementary Information**

1. Draft Ordinance

## **Applicable Ordinances**

1. [11-2-020: Definitions of Words and Terms](#)
2. [11-3-045: Special Exceptions](#)
3. [11-10-050: Maximum Building Height](#)
4. [11-11-060: Accessory Buildings and Structures](#)
5. [11-11-070: Building Height](#)
6. [11-30-050: Required Plans and Development Standards](#)



## 11-2-020: DEFINITIONS OF WORDS AND TERMS:

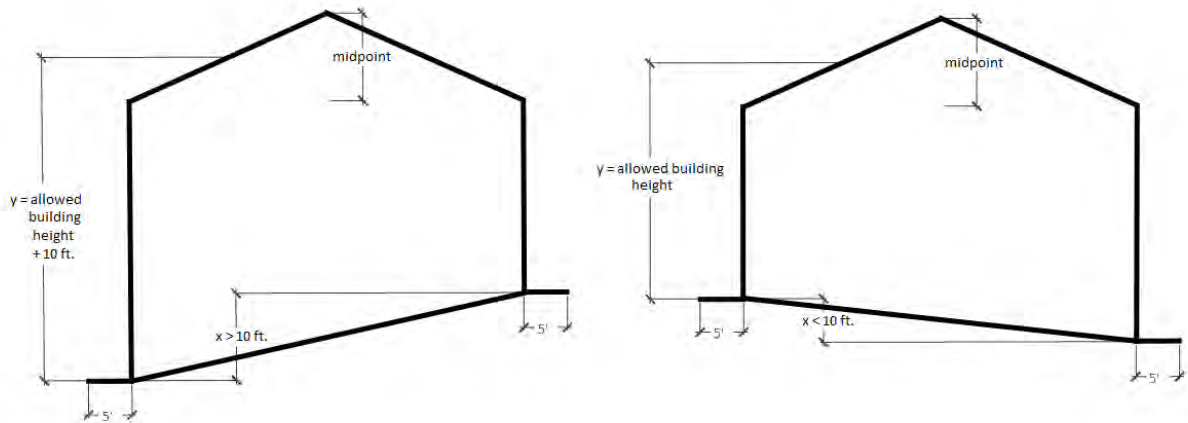
LOT, BUILDING: A parcel of land which is of such dimensions as to comply with the minimum requirements of this title for area and width and depth, where applicable, in the zone in which it is located. This parcel must also have frontage on a public street equal to at least fifty percent (50%) of its minimum required width, except for flag lots which shall have a minimum ~~of thirty feet (30')~~ of frontage on a public street as outline by Section 12-7-030 (B). Frontage used to meet these requirements shall not include any part of a temporary end or dead end of a street.

## BUILDING OR STRUCTURE HEIGHT:

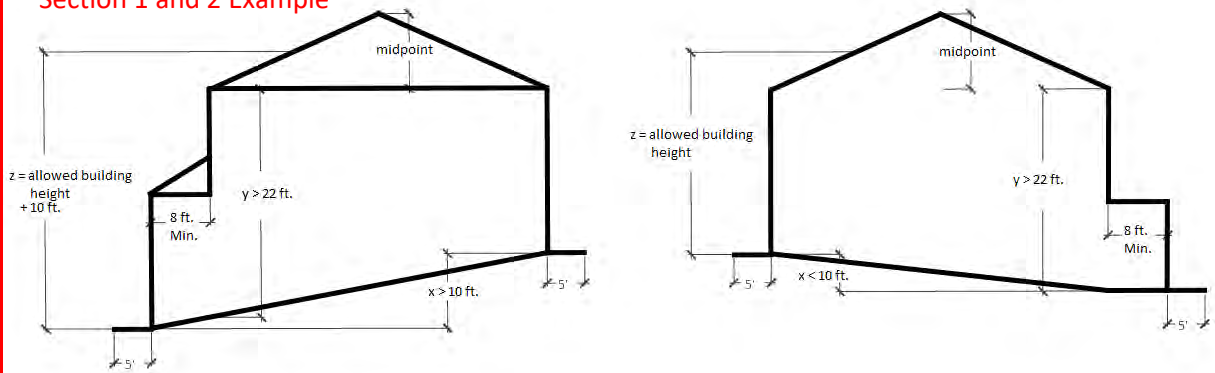
- 1) The vertical distance above a reference datum measured to the highest point of the coping of a flat roof or mansard roof, or to the midpoint of the highest gable of a pitched, hipped or shed roof, or to a point two-thirds ( $\frac{2}{3}$ ) the height of a quonset, parabolic or round roof. The reference datum shall be selected by either of the following, whichever yields a greater height of building:
  - a) The elevation of the highest adjoining sidewalk or ground surface within a five foot (5') (1524mm) horizontal distance of the exterior wall of the building when such sidewalk or ground surface is not more than ten feet (10') (~~3048mm~~) above lowest grade of the building.
  - b) An elevation ten feet (10') (~~3048mm~~) higher than the lowest grade of the building when the sidewalk or ground surface described in subsection A1 of this definition is more than ten feet (10') (~~3048 mm~~) above lowest grade of the building.
- 2) The following shall apply to Dwellings and Accessory Buildings regulated by the Agricultural Zones (Chapter 12-10) or Single-Family Residential Zones (Chapter 12-11):
  - a) Exterior walls exceeding twenty two feet (22') in height (exclusive of roofs) shall be interrupted by stepping or terracing the building or structure. Each step shall project horizontally at least eight feet (8') and cover no less than two-thirds ( $\frac{2}{3}$ ) the length of the wall exceeding twenty two feet (22') in height.
- 3) B. For properties which are subject to the Foothill Development Standards or where the slope of the buildable area exceeds 15%, the height of a building shall be measured as follows:
  - a) Buildings shall be stepped or terraced where each qualifying section shall be measured as though it were an independent building and shall not exceed the building or structure height of the applicable zoning district as determined by part 1 or 2 of this definition.
  - b) To qualifying, each step or section shall project horizontally at least eight feet (8') and cover no less than two-thirds ( $\frac{2}{3}$ ) the length of the abutting stepped or terraced section of the building.



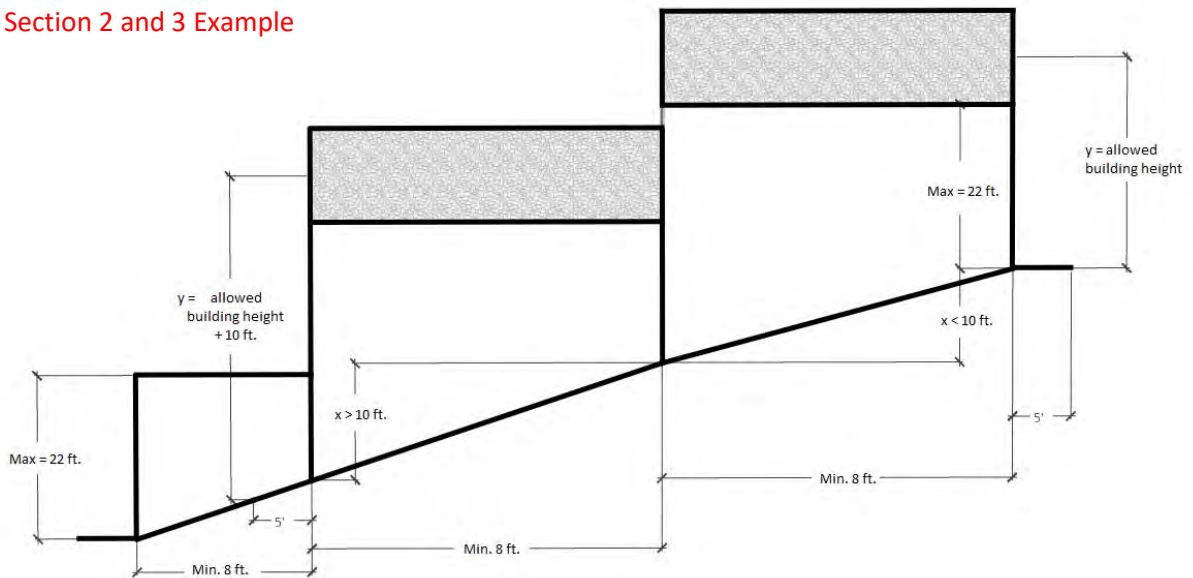
### Section 1 Example



### Section 1 and 2 Example



### Section 2 and 3 Example





### **11-3-045: SPECIAL EXCEPTIONS:**

A. A special exception is:

1. An activity or use incidental to or in addition to a principal use permitted in a zoning district;
2. An adjustment to a fixed dimension standard permitted as an exception to the requirements of this title;
3. A transfer of development right (TDR), or rights, established because of blight which results in an additional lot, or lots, or a dwelling unit, or units;
4. An adaptive reuse of a building or structure eligible, or that may be eligible, for the National Register of Historic Places so long as the adaptive reuse does not compromise such eligibility; or
5. Additional dwelling units to provide housing for moderate-income households, subject to written agreement by the city at the sole discretion of the City Council.

A special exception requires careful review of such factors as location, design, configuration and/or impacts to determine the desirability of authorizing its establishment on any given site. This section sets forth procedures for considering and approving special exceptions to the provisions of this title.

B. Authority: When expressly provided for under the provisions of this title, the Planning Commission is authorized to approve special exceptions to the provisions of this title in accordance with the terms and provisions set forth in this section. When pertaining to an adjustment the height of a building, the Planning Commission may authorize an adjustment of up to 25% of the prescribed requirement or 5 feet, whichever is greater.

C. Initiation: A property owner, or the owner's agent, may request a special exception to the provisions of this title in accordance with the procedures set forth herein.

D. Procedure: An application for a special exception shall be considered and processed as follows:

1. A complete application shall be submitted to the Zoning Administrator in a form established by the City along with any fee established by the City's fee schedule. The application shall include at least the following information:
  - a. The name, address and telephone number of the applicant and the applicant's agent, if any.
  - b. The address and parcel identification of the subject property.
  - c. The zone, zone boundaries and present use of the subject property.
  - d. A complete description of the proposed special exception.
  - e. A plot plan showing the following:
    - (1) Applicant's name;
    - (2) Site address;
    - (3) Property boundaries and dimensions;
    - (4) Layout of existing and proposed buildings, parking, landscaping and utilities; and



(5) Adjoining property lines and uses within one hundred feet (100') of the subject property.

f. Such other and further information or documentation as the Zoning Administrator may deem necessary for a full and proper consideration and disposition of a particular application.

2. After the application is determined to be complete, the Zoning Administrator shall schedule a public hearing before the Planning Commission. Notice of public hearings shall be given as required by law and according to policies established by the commission. The Planning Commission shall take action on the application within a reasonable time after the filing of a complete application.

3. A staff report evaluating the application shall be prepared by the Zoning Administrator.

4. The Planning Commission shall hold a public hearing and thereafter shall approve, approve with conditions or deny the application pursuant to the standards set forth in subsection E of this section. Any conditions of approval shall be limited to conditions needed to conform to the special exception to approval standards.

5. After the Planning Commission makes a decision, the Zoning Administrator shall give the applicant written notice of the decision.

6. A record of all special exceptions shall be maintained in the Office of the Zoning Administrator.

E. Approval Standards: The following standards shall apply to the approval of a special exception:

1. Conditions may be imposed as necessary to prevent or minimize adverse effects upon other property or improvements in the vicinity of the special exception, upon the City as a whole, or upon public facilities and services. These conditions may include, but are not limited to, conditions concerning use, construction, character, location, landscaping, screening, parking and other matters relating to the purposes and objectives of this title. Such conditions shall be expressly set forth in the motion authorizing the special exception.

2. The Planning Commission shall not authorize a special exception unless the evidence presented establishes the proposed special exception:

a. Will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;

b. Will not create unreasonable traffic hazards;

c. Is located on a lot or parcel of sufficient size to accommodate the special exception.

F. Effect Of Approval: A special exception shall not authorize the establishment of any use nor the development, construction, reconstruction, alteration or moving of any building or structure, but shall merely authorize the preparation, filing and processing of applications for any approvals or permits that may be required by this title or other applicable provisions of this Code.

G. Amendments: The procedure for amending a special exception shall be the same as the original procedure set forth in this section.

H. Expiration: Subject to an extension of time, a special exception which is not exercised within one hundred eighty (180) days shall expire and have no further force or effect.



**11-10-050: MAXIMUM BUILDING HEIGHT:**

A. Main Buildings: Main buildings shall not exceed twenty seven feet (27') in height unless the Planning Commission approves an increased height after review of a special exception application filed by the property owner per Section 11-3-045.

B. Accessory Buildings: The height of accessory buildings and structures shall not exceed twenty- five feet (25') unless the Planning Commission approves an increased height after review of a special exception application filed by the property owner per Section 11-3-045.

C. Transmission Towers: Transmission towers have no restriction on height, provided they meet the setbacks established in section 11-10-040 of this chapter and section 11-28-190 of this title.

**11-11-070: BUILDING HEIGHT:**

A. Main Buildings:

1. Main buildings shall not exceed twenty seven feet (27') in height; unless the Planning Commission approves an increased height after review of a special exception application filed by the property owner per Section 11-3-045;

2. No dwelling or structure shall contain less than one story.

B. Accessory Buildings Or Structures (which does not include fences):

1. Accessory buildings or structures shall not exceed fifteen feet (15') in height unless an increased height is approved by the planning commission after review of a special exception application filed by the property owner per Section 11-3-045.

2. Accessory buildings within one foot (1') of a side property line located in the side yard or front yard shall be limited to ten feet (10') in height and an increase in height of one (1') may be allowed for each additional foot setback from the side property, but not to exceed the maximum height for such buildings unless as otherwise provided herein.

3. Accessory buildings shall, without exception, be subordinate in height to the main building.

**11-11-060: ACCESSORY BUILDINGS AND STRUCTURES:**

A. Location: Accessory buildings, except those listed in subsection B of this section:

1. Shall be separated from the main building by a distance in compliance with applicable building codes;

2. Cannot encroach on any recorded easement;

3. Must be located at least fifteen feet (15') from any dwelling on an adjacent lot;

4. Accessory buildings located to the rear or side feof the main building shall not occupy more than twenty five percent (25%) of the required rear yard or thirty three percent (33%) of the required side yard;

5. Accessory buildings shall, without exception, be subordinate in area to the main building.



6. Any eave, or part of an Accessory building, shall not overhang or extend past a property line.

7. An accessory building may be located in a side corner yard or front yard of a lot; providing, that the building is an architectural and integral part of the main building and in no event shall the accessory building encroach into the required front yard or required side corner yard ~~beyond the nearest corner of the main building.~~

B. Animal Shelters And Similar Structures: Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not less than ten feet (10') from any side or rear property line and fifty feet (50') from any public street or from any dwelling on an adjacent property.

C. Double Frontage Lots: On double frontage lots, accessory buildings shall be located not less than twenty five feet (25') from each street upon which the lot has frontage.

1. Exception: An accessory building which is less than 10 feet in height and 200 square feet in ground floor area may be located in a rear yard which does not abut the front yard of a neighboring property.

#### **11-30-050: REQUIRED PLANS AND DEVELOPMENT STANDARDS:**

D. Geology Report: A geology report shall be prepared by a geotechnical engineer licensed by the state of Utah. A geologic map shall accompany the report. Mapping shall reflect careful attention to the rock composition, structural elements and surface and subsurface distribution of the earth materials exposed or inferred within both bedrock and surficial deposits. A clear distinction shall be made between observed and inferred features and/or relationships. The geology report shall include the following information:

1. Definition of any zones of deformation with respect to active faults and other mass movements of soil and rock. No habitable structures or off site improvements shall be built on any identified major or minor secondary faults.
2. Identification of anomalies of the terrain or characteristics of the geological materials which would have any potential impact upon the use of the site.
3. No structures or off site improvements shall be allowed on any active landslide area.
4. Problems associated with development on or near perched groundwater and shallow groundwater must be mitigated.
5. No structures shall be allowed in any rockfall zone. Off site improvements may be allowed through special approval by the planning commission, if the danger is mitigated.
6. Location of the depth to bedrock if bedrock is within ten feet (10') of the surface.
7. Written recommendations for construction of proposed structures or public improvements to minimize or avoid impacts of potential geologic hazards.
8. Flood erosion and/or deposition potential if floodways exist on the property.





## Planning Commission Staff Report January 6, 2021

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### Item 8a: Special Exception Request for additional height to a new dwelling.

|                           |  |
|---------------------------|--|
| Public Hearing:           | Yes  |
| Application No.:          | M-12-21                                    |
| Property Address:         | 485 West Glovers Lane                      |
| General Plan Designation: | RRD (Rural Residential Density)            |
| Zoning Designation:       | AE (PUD) (Agricultural Estates)            |
| Area:                     | 1.91 Acres                                 |
| Number of Lots:           | 1  |
| Property Owner:           | Tim Matthews with Matthews Legacy Farm LLC |
| Agent:                    | Chris Martineau with Martineau Homes       |

*Applicant is requesting special exception to increase the building height of a new single family dwelling.*

---

#### **Background Information**

The applicant is requesting a special exception from Section 11-10-050 in order to allow for increased building height on a new dwelling under consideration at the subject property.

As of the date of this report, the ordinance states that 'Main buildings shall not exceed twenty seven feet (27') in height.' Should the Planning Commission and City Council approve, a zone text change allowing a consideration of additional height by special exception is in consideration.

In the case of this proposed building, height is measured to the midpoint of a pitched roof. While most of the building is a single level, the main living area of the building steps back its roofline to a second level. Based on the architectural drawings and elevations provided, the roof structure of the second level measures 4 ft. taller than permitted at 31 ft.

The Planning Commission should consider the standards applicable for consideration of a special exception and whether or not the request is acceptable as proposed or if it can be made to work with additional conditions. If the proposed building cannot be done without satisfying the criteria of 11-3-045 E(2), then the applicable may be denied.



Applicable Ordinances (text in red under consideration)

**11-10-050: Maximum Building Height:**

A. Main Buildings: Main buildings shall not exceed twenty seven feet (27') in height unless the Planning Commission approves an increased height after review of a special exception application filed by the property owner per Section 11-3-045.

**11-3-045: Special Exceptions:**

A. A special exception is:

1. An activity or use incidental to or in addition to a principal use permitted in a zoning district;
2. An adjustment to a fixed dimension standard permitted as an exception to the requirements of this title;

A special exception requires careful review of such factors as location, design, configuration and/or impacts to determine the desirability of authorizing its establishment on any given site. This section sets forth procedures for considering and approving special exceptions to the provisions of this title.

B. Authority: When expressly provided for under the provisions of this title, the Planning Commission is authorized to approve special exceptions to the provisions of this title in accordance with the terms and provisions set forth in this section. When pertaining to an adjustment the height of a building, the Planning Commission may authorize an adjustment of up to 25% of the prescribed requirement or 5 feet, whichever is greater.

4. The Planning Commission shall hold a public hearing and thereafter shall approve, approve with conditions or deny the application pursuant to the standards set forth in subsection E of this section. Any conditions of approval shall be limited to conditions needed to conform to the special exception to approval standards.

E. Approval Standards: The following standards shall apply to the approval of a special exception:

1. Conditions may be imposed as necessary to prevent or minimize adverse effects upon other property or improvements in the vicinity of the special exception, upon the City as a whole, or upon public facilities and services. These conditions may include, but are not limited to, conditions concerning use, construction, character, location, landscaping, screening, parking and other matters relating to the purposes and objectives of this title. Such conditions shall be expressly set forth in the motion authorizing the special exception.

2. The Planning Commission shall not authorize a special exception unless the evidence presented establishes the proposed special exception:

- a. Will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;
- b. Will not create unreasonable traffic hazards;
- c. Is located on a lot or parcel of sufficient size to accommodate the special exception.

**Recommendation**

Move the Planning Commission approve a special exception to allow an increase in building height for a dwelling from 27 ft. to 31 ft. as demonstrated in the provided architectural drawings and elevations subject to the approval of the noted zone text change which would allow for height to be considered by special exception.



1. The applicant shall:
  - a. Submit all required construction drawings for a building permit wherein the special exception shall only become effective upon approval of a building permit in which all other applicable requirements have been determined to be satisfied.

Findings:

1. The request is consistent with the approval standards outlined in Section 11-3-045 of the Farmington City Ordinances. Specifically:
  - a. The request for additional lot coverage does not cause any detriment to the health, safety or general welfare of persons residing or working in the vicinity of the subject property.
  - b. The requested exception will not create unreasonable traffic hazards.
  - c. The request is located on a lot or parcel of sufficient size to accommodate the special exception.

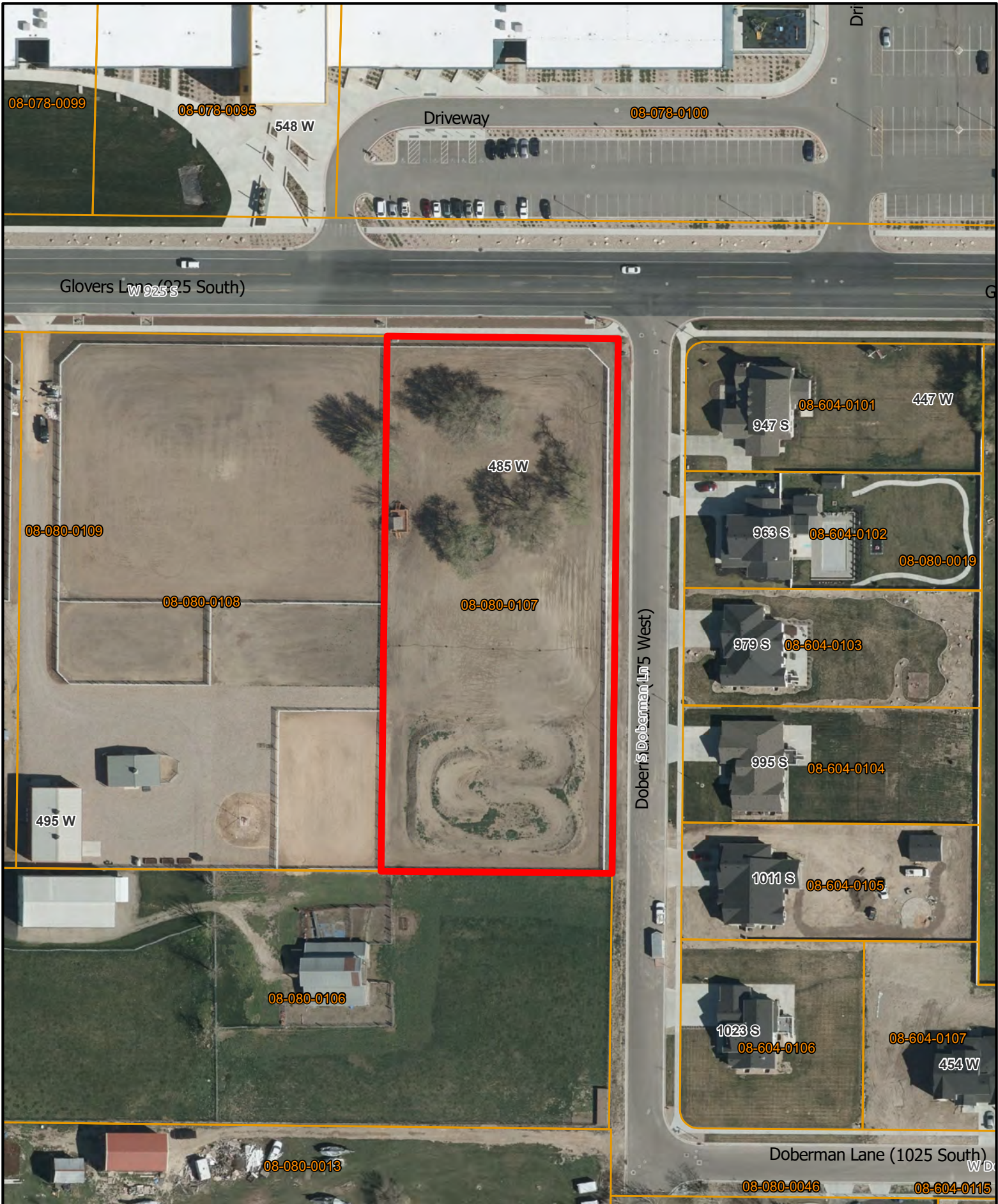
**Supplementary Information**

1. Vicinity Map
2. Elevations
3. Proposed Site Plan
4. Building Renderings

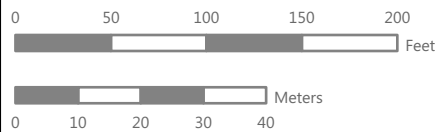
**Applicable Ordinances**

1. [11-10-050: Maximum Building Height](#)
2. [11-3-045: Special Exceptions](#)





**VICINITY MAP**  
485 West Glover's Lane



Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.



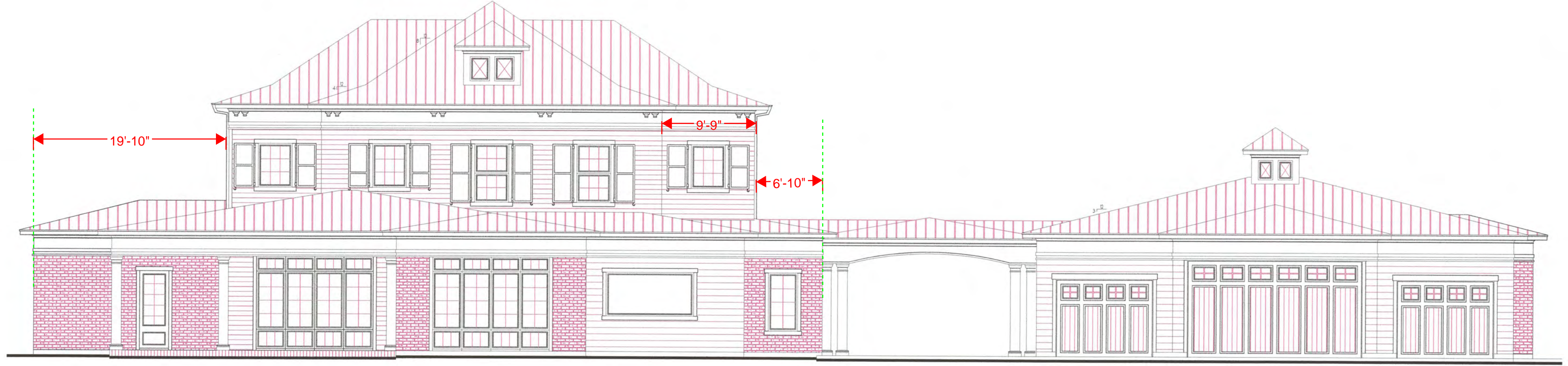
TOP PLATE 10'-1"  
 FLOOR TOP PLATE 12'-1"  
 FLOOR 2'-0"  
 GROUND



**FRONT ELEVATION**

SCALE: 1/4" = 1'-0"

TOP PLATE 10'-1"  
 FLOOR TOP PLATE 12'-1"  
 FLOOR 2'-0"  
 GROUND



**REAR ELEVATION**

SCALE: 1/4" = 1'-0"

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EXTERIOR ELEVATIONS  
**MATTHEWS RESIDENCE**  
 CUSTOM HOME PLAN  
 PREPARED BY: I. ANDREWS DESIGN / 10/21/2021

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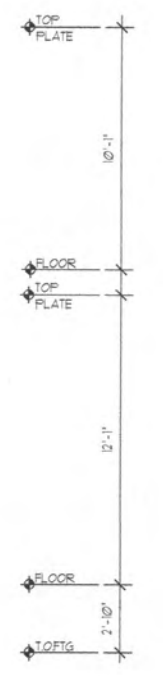
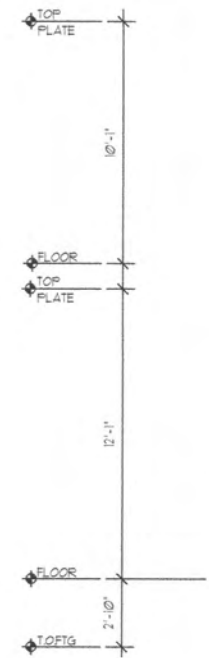
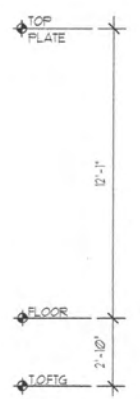
**LEFT ELEVATION**  
SCALE: 1/4" = 1'-0"



**GARAGE ELEVATION**  
SCALE: 1/4" = 1'-0"



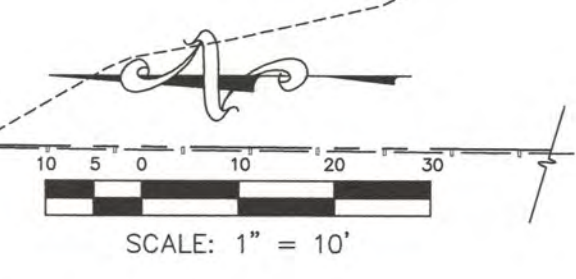
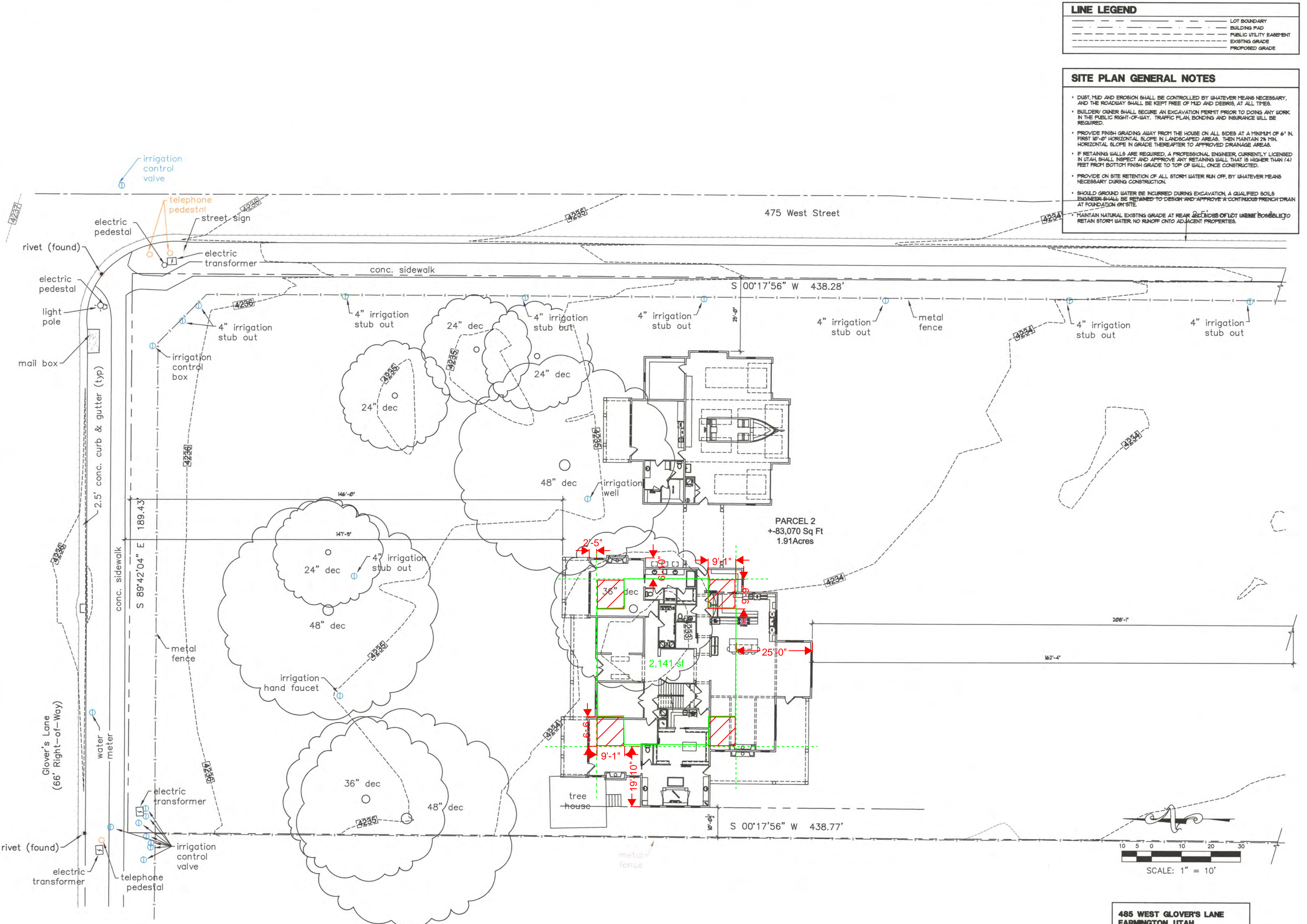
**RIGHT ELEVATION**  
SCALE: 1/4" = 1'-0"





| LINE LEGEND |                         |
|-------------|-------------------------|
| ---         | LOT BOUNDARY            |
| ---         | BUILDING PAD            |
| ---         | PUBLIC UTILITY EASEMENT |
| ---         | EXISTING GRADE          |
| ---         | PROPOSED GRADE          |

- SITE PLAN GENERAL NOTES**
- DUST, MUD AND EROSION SHALL BE CONTROLLED BY WHATEVER MEANS NECESSARY, AND THE ROADWAY SHALL BE KEPT FREE OF MUD AND DEBRIS, AT ALL TIMES.
  - BUILDER/OWNER SHALL SECURE AN EXCAVATION PERMIT PRIOR TO DOING ANY WORK IN THE PUBLIC RIGHT-OF-WAY. TRAFFIC PLAN, BONDING AND INSURANCE WILL BE REQUIRED.
  - PROVIDE FINISH GRADING AWAY FROM THE HOUSE ON ALL SIDES AT A MINIMUM OF 6' IN FIRST 10'-0" HORIZONTAL SLOPE IN LANDSCAPED AREAS. THEN MAINTAIN 2% MIN. HORIZONTAL SLOPE IN GRADE THEREAFTER TO APPROVED DRAINAGE AREAS.
  - IF RETAINING WALLS ARE REQUIRED, A PROFESSIONAL ENGINEER, CURRENTLY LICENSED IN UTAH, SHALL INSPECT AND APPROVE ANY RETAINING WALL THAT IS HIGHER THAN (4) FEET FROM BOTTOM FINISH GRADE TO TOP OF WALL, ONCE CONSTRUCTED.
  - PROVIDE ON SITE RETENTION OF ALL STORM WATER RUN OFF, BY WHATEVER MEANS NECESSARY DURING CONSTRUCTION.
  - SHOULD GROUND WATER BE INCURRED DURING EXCAVATION, A QUALIFIED SOILS ENGINEER SHALL BE RETAINED TO DESIGN AND APPROVE A CONTINUOUS FRENCH DRAIN AT FOUNDATION ON-SITE.
  - MAINTAIN NATURAL EXISTING GRADE AT REAR RECORDS OF LOT UNDER BOUNDARY TO RETAIN STORM WATER, NO RUNOFF ONTO ADJACENT PROPERTIES.



485 WEST GLOVER'S LANE  
FARMINGTON, UTAH

**SITE PLAN**  
SCALE: 1" = 10'-0"

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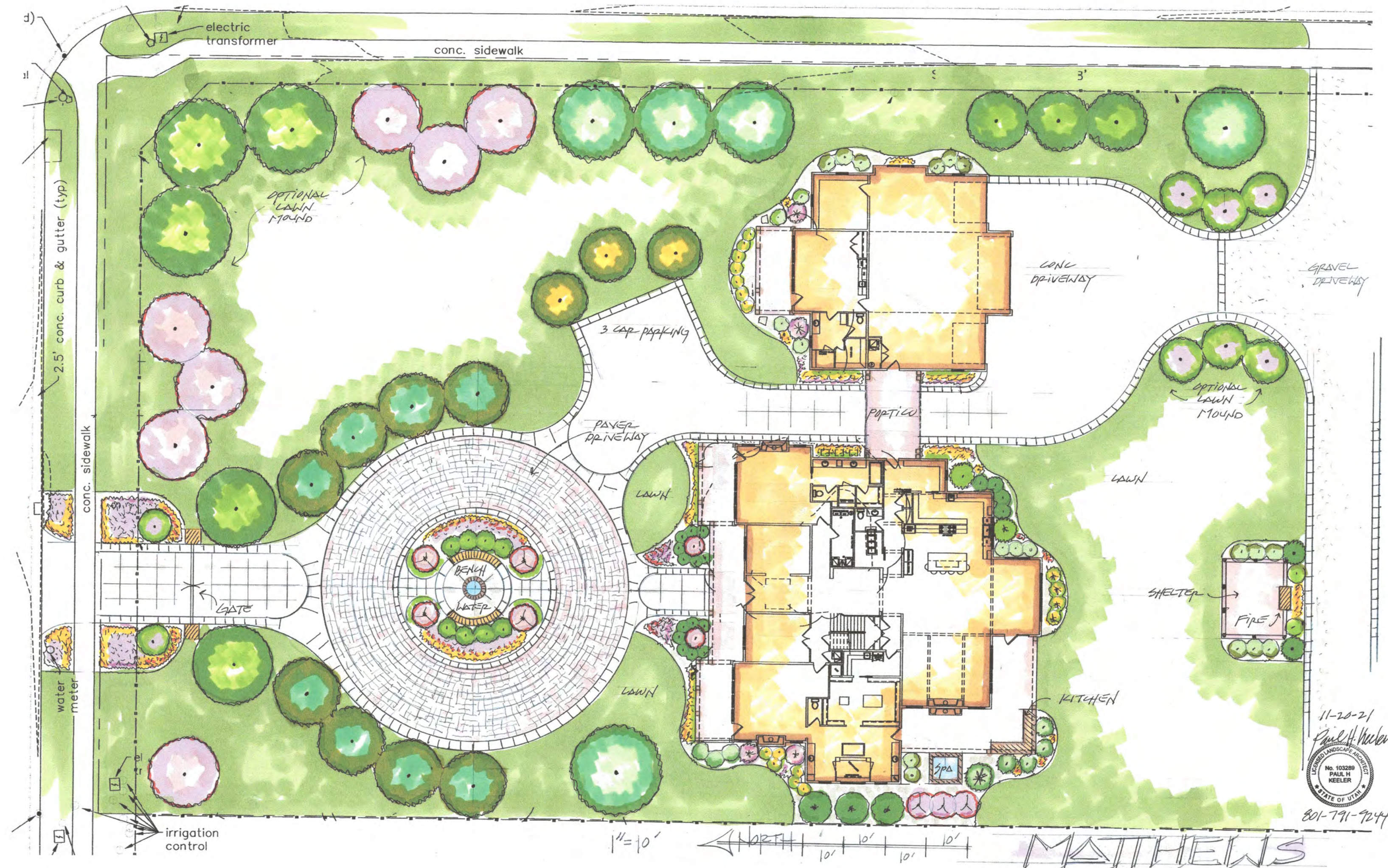
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11-20-21  
*Paul H. Keeler*  
 LANDSCAPE ARCHITECT  
 No. 103285  
 PAUL H. KEELER  
 STATE OF UTAH  
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