



HISTORIC BEGINNINGS • 1847

**Farmington City Planning Commission**

**May 18, 2023**



## PLANNING COMMISSION MEETING NOTICE AND AGENDA

Thursday May 18, 2023

Notice is given that Farmington City Planning Commission will hold a regular meeting at City Hall 160 South Main, Farmington, Utah.

A work session will be held at 6:30 PM *prior* to the **regular session which will begin at 7:00 PM** in the Council Chambers.

The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website at [farmington.utah.gov](http://farmington.utah.gov).

Any emailed comments for the listed public hearings, should be sent to [crowe@farmington.utah.gov](mailto:crowe@farmington.utah.gov) by 5 p.m. on the day listed above.

### CONDITIONAL USE PERMIT – public hearing

1. James Nelson – Applicant is requesting a Conditional Use Permit approval for a detached ADU (Accessory Dwelling Unit) located at 83 E 1150 S, in the R (Residential) zone.

### SPECIAL EXCEPTION – public hearing

2. Trevor Peterson – Applicant is requesting a Special Exception approval, to exceed the maximum driveway approach allowance, located at 2168 W Chapman Lane, in the AE (Agricultural Estates) zone.
3. Zach and Karli Johnson – Applicant is requesting a Special Exception approval, to exceed the maximum building height on a main dwelling, located at 1026 S Water Turn Dr., in the LR-F (Large Residential – Foothill) zone.

### SUBDIVISION APPLICATION – no public hearing

4. Wright Development Group – Applicant is requesting Preliminary Plat approval for the Hess Farms Townhome Subdivision, located at approximately 900 N, on the north-end of Lagoon Dr.

### ZONE TEXT AMENDMENTS – no public hearing

5. Farmington City – Applicant is requesting consideration for Amendments to the Farmington City Zoning Ordinance. The purpose of these amendments is to resolve inconsistencies between sub-paragraphs under Section 11-17-050 regarding the location of accessory buildings and garages in Side Corner Yards in the OTR zone, and possibly other zone text changes as well.

### OTHER BUSINESS

6. Miscellaneous, correspondence, etc.
  - a. Minutes Approval 05.04.2023
  - b. City Council Report 05.16.2023
  - c. Other

*Please Note: Planning Commission applications may be tabled by the Commission if: 1. Additional information is needed in order to act 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.*

***CERTIFICATE OF POSTING** I hereby certify that the above notice and agenda were posted at Farmington City Hall, the State Public Notice website, the city website [www.farmington.utah.gov](http://www.farmington.utah.gov), and emailed to media representatives on May 12, 2023*

*Carly Rowe, Planning Secretary*



## Planning Commission Staff Report May 18, 2023

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### Item 2: Conditional Use – Nelson ADU

Public Hearing: Yes  
Application No.: C-6-23  
Property Address: 83 East 1150 South  
General Plan Designation: LDR (Low Density Residential)  
Zoning Designation: A (Agriculture)  
Area: 0.43 acres  
Property Owner: James and Dianne Nelson

Request: *The applicant is seeking approval for a conditional use permit for an Accessory Dwelling Unit (ADU).*

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#### **Background Information**

The applicant is requesting conditional use approval to establish an ADU in rear yard of the subject property. The proposed ADU is a single-story structure with a single bedroom, kitchen, and bath. The proposed building does not include a garage space nor is additional parking proposed for the lot; however, the existing home exceeds the required amount of minimum parking meeting the needs of the main existing home and the new ADU. The ADU is subordinate in height and size to the main home and falls within the allowed lot coverage of the zone.

*Image of existing home at subject property:*



### **Suggested Motion**

Move the Planning Commission approve the conditional use permit for the ADU subject to all applicable Farmington City development standards and ordinances and the following:

1. The applicant must meet all requirements of building code to the satisfaction of the Building Official.
2. The applicant must follow all standards set forth in Section 11-28-200 of the Zoning Ordinance titled “Accessory Dwelling Units and Internal Accessory Dwelling Units”.
3. The ADU shall either be shifted so as to all fall within the same parcel as the main home in accordance with applicable setback requirements of the A zoning district, or the property boundary shall be amended by a lot line adjustment ensuring that the ADU meets setback requirements for the applicable zone and does not cross property lines per the IRC. (This is easily satisfied as the property owner controls the subject property and the adjacent property)

### **Findings for Approval:**

1. The ADU increases housing availability in Farmington.
2. The ADU is reasonably necessary to the general wellbeing of the applicant and community, as it provides a service.
3. As per City ordinance the ADU must have at off-street parking space in addition to the parking required for the main home. The property is large enough to accommodate the necessary parking requirements.
4. The proposed conditions can mitigate reasonably anticipated detrimental impacts to the neighborhood.

### **Supplemental Information**

1. Vicinity Map
2. Site Plan and Elevations
3. Section 11-28-200--Accessory Dwelling Units and Internal Accessory Dwelling Units







# Project: ADU for Jim & Dianne Nelson

Parcel #070590071  
83 East 1150 South  
Farmington, Utah  
Contact: Jim Nelson  
801 547-7780

## ALL WORK SHALL COMPLY WITH THE FOLLOWING CODES:

2018 EDITION OF THE INTERNATIONAL BUILDING CODE (IBC), TO INCLUDE APPENDIX J, ISSUED BY THE INTERNATIONAL CODE COUNCIL

2017 EDITION OF THE NATIONAL ELECTRIC CODE (NEC), ISSUED BY THE NATIONAL FIRE PROTECTION ASSOCIATION

2018 EDITION OF THE INTERNATIONAL PLUMBING CODE (IPC), ISSUED BY THE INTERNATIONAL CODE COUNCIL

2018 EDITION OF THE INTERNATIONAL MECHANICAL CODE (IMC), ISSUED BY THE INTERNATIONAL CODE COUNCIL

2018 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE (IRC), ISSUED BY THE INTERNATIONAL CODE COUNCIL

2018 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC) ISSUED BY THE INTERNATIONAL CODE COUNCIL

2018 EDITION OF THE INTERNATIONAL FUEL GAS CODE (IFGC), ISSUED BY THE INTERNATIONAL CODE COUNCIL

2018 EDITION OF THE INTERNATIONAL FIRE CODE

## SHEET INDEX:

G101 - TITLE PAGE

S101 - SITE PLAN

A101 - MAIN FLOOR PLAN

A102 - FOUNDATION DIMENSIONS

A201 - EXTERIOR ELEVATIONS

A301 - CROSS SECTION

E101 - MAIN FLOOR ELECTRICAL PLAN

## SQUARE FOOTAGE INDEX:

MAIN FLOOR: 864 SQ FT  
COVERED PORCH: 176 SQ FT

## GENERAL NOTES

1. THE GENERAL CONTRACTOR, ALL SUPPLIERS AND SUBCONTRACTORS WILL FOLLOW THE DIRECTION OF THE OWNER TO MAINTAIN UNDISTURBED AREAS OF THE SITE THAT ARE OUTSIDE THE PROJECT LIMIT LINE.
2. THE PURPOSE OF THE CONTRACT DOCUMENTS IS TO DESCRIBE THE DESIGN INTENT OF THE PROPOSED IMPROVEMENTS. IN ORDER TO FULLY UNDERSTAND THE SCOPE OF THE WORK INVOLVED THE GENERAL AND SUB CONTRACTORS ARE RESPONSIBLE FOR VISITING THE SITE AND STUDYING THE CONTRACT DOCUMENTS PRIOR TO BIDDING OR COMMENCING WORK. THE GENERAL AND SUB CONTRACTORS WILL BE RESPONSIBLE FOR PROVIDING ALL WORK AND MATERIALS RELATED TO THE CONSTRUCTION DESCRIBED, WHETHER FULLY SPECIFIED OR NOT, SUCH AS FASTENERS, CONNECTORS, CAULKING, HARDWARE, FINISHES AND OTHER SUCH WORK THAT WOULD CONSTITUTE A COMPLETE APPLICATION.
3. THE CONTRACTOR AND SUB CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE SITE AND WORK PERFORMED BY OTHER TRADES. DO NOT SCALE DRAWINGS, IF DIMENSIONS ARE IN QUESTION THE CONTRACTOR OR SUB CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE DESIGNER PRIOR TO CONTINUING CONSTRUCTION OF THE AREA IN QUESTION.
4. DIMENSIONS ARE TO THE CENTERLINE OF STEEL, THE NOMINAL FACE OF CONCRETE OR MASONRY AND THE FACE OF STUDS, UNLESS OTHERWISE NOTED.
5. ALL DETAILS, SECTIONS AND NOTES SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS ELSEWHERE UNLESS NOTED OR SHOWN OTHERWISE. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER THESE GENERAL NOTES. IF GENERAL NOTES AND SPECIFICATIONS APPEAR TO BE IN CONFLICT CONTACT DESIGNER FOR CLARIFICATION BEFORE PROCEEDING WITH CONSTRUCTION.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST ADOPTED VERSION OF THE INTERNATIONAL BUILDING CODE, ANY LOCAL AMMENDMENTS TO IT, AND ALL OTHER APPLICABLE CODES, REGULATIONS AND STANDARDS.
7. ALL ASTM DESIGNATIONS SHALL BE AS AMENDED TO DATE, UNLESS NOTED OTHERWISE.
8. MANUFACTURER'S SPECIFICATIONS SHALL BE FOLLOWED FOR INSTALLATION OF ALL MATERIALS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY AND PROTECTION IN AND AROUND THE JOB SITE AND/OR ADJACENT PROPERTIES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL DESIGN AND ENGINEERING OF THE FOLLOWING SUB TRADES: ELECTRICAL, PLUMBING, HVAC. PREPARE AND SUBMIT ALL ADDITIONAL DRAWINGS AND SPECIFICATIONS NECESSARY TO OBTAIN RELATED PERMITS.
11. DURING AND AFTER CONSTRUCTION THE CONTRACTOR AND/OR OWNER SHALL KEEP THE LOADS ON THE STRUCTURE WITHIN THE LIMITS OF THE DESIGN LOADS.
12. ALL WORKMANSHIP ON THE PROJECT SHALL CONFORM TO THE BEST QUALITY OF THE TRADE.
13. PATCH AND REPAIR ALL FINISHED SURFACES DAMAGED BY CONSTRUCTION TO THE SATISFACTION OF THE OWNER.
14. "TYP" OR "TYPICAL", AS USED IN THESE DOCUMENTS, MEAN THAT THE CONDITION IS THE SAME OR REPRESENTATIVE FOR ALL SIMILAR CONDITIONS UNLESS OTHERWISE NOTED. DETAILS ARE USUALLY KEYED AND NOTED "TYPICAL" ONLY WHEN THEY FIRST OCCUR AND ARE REPRESENTATIVE FOR SIMILAR CONDITIONS THROUGHOUT, UNLESS NOTED OTHERWISE.
15. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO PLACE PROTECTIVE AND DUST BARRIERS AND TO KEEP EXISTING FINISHED AREAS CLEAN AND UNOBSTRUCTED AT ALL TIMES.
16. BEFORE STARTING A PROPOSAL, ALL BIDDERS SHALL CAREFULLY EXAMINE THE DRAWINGS, SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS; SHALL VISIT THE SITE OF THE WORK; SHALL FULLY INFORM THEMSELVES AS TO ALL EXISTING CONDITIONS AND LIMITATIONS AND SHALL INCLUDE IN THE PROPOSAL THE COST OF ALL ITEMS INCLUDED IN THE CONTRACT AND APPURTENANCES REQUIRED TO CONSTITUTE A COMPLETE INSTALLATION.
17. FURNISH EVERYTHING NECESSARY AND INCIDENTAL FOR PROPER AND SATISFACTORY COMPLETION OF ALL WORK SPECIFIED, INDICATED OR SHOWN IN THE CONTRACT DOCUMENTS.
18. ALL EXPOSED SURFACES THAT HAVE BEEN MODIFIED, INSTALLED OF AFFECTED BY THE CONSTRUCTION PROCESS SHALL BE CLEANED, VACUUMED OR DUSTED IN ORDER TO LEAVE THE PREMISES READY FOR OCCUPANCY WITH NO FURTHER CLEANING NECESSARY BY THE OWNER.
19. COORDINATE WITH THE OWNER TO SCHEDULE UTILITY DOWNTIMES. PROVIDE 48 HOURS MINIMUM NOTICE PRIOR TO ARRANGING FOR DOWNTIMES.
20. CONTRACTOR PARKING, DELIVERIES, AND STORAGE: THE GENERAL CONTRACTOR SHALL COORDINATE WITH THE OWNER FOR APPROVED LOCATIONS FOR PARKING, DELIVERIES, AND MATERIAL STORAGE, AND SHALL NOTIFY ALL SUPPLIERS AND SUB CONTRACTORS OF REQUIREMENTS. PARKING AND STORAGE ARE NOT TO DAMAGE EXISTING LANDSCAPE OR TERRAIN.
21. AT THE COMPLETION OF EACH WORK DAY CLEAN THE SITE OF ALL DEBRIS AND WASTE. INSTALL NECESSARY SAFETY BARRIERS, AND STORE TOOLS OUT OF THE WAY.
22. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR PROTECTION AND SECURITY OF THE PROJECT, SUBCONTRACTORS ARE RESPONSIBLE FOR PROTECTION, SECURITY AND WEATHER PROTECTION OF THE PROJECT AS IT RELATES TO THE PERFORMANCE OF THEIR TRADE FROM WEATHER, DEMOLITION, CONSTRUCTION, THEFT, VANDALISM, ETC. WHEN ANY PORTION OF THE ROOF IS REMOVED THE CONTRACTOR PERFORMING SUCH ROOF WORK WILL BE FULLY RESPONSIBLE FOR COMPLETE PROTECTION FROM INCLEMENT WEATHER.
23. THE GENERAL CONTRACTOR ASSUMES FULL LIABILITY FOR ANY PROBLEMS THAT MAY ARISE DUE TO POTENTIAL ERRORS, OMISSIONS, AND/OR CONFLICTS ON THESE PLANS. IF ANY SUCH ERRORS ARE FOUND CONTACT THE DESIGNER FOR CLARIFICATION AS NEEDED,
24. THE GENERAL AND SUB CONTRACTORS MUST SUBMIT A WRITTEN REQUEST FOR, AND OBTAIN, THE DESIGNERS WRITTEN PRIOR APPROVAL FOR ALL CHANGES, MODIFICATIONS AND/OR SUBSTITUTIONS, IF NOT THE CONTRACTOR WILL BE RESPONSIBLE TO BEAR ALL LIABILITY AND COSTS ASSOCIATED WITH SUCH CHANGES.

Homeowner:  
Jim & Dianne Nelson  
801 547-7780

General Contractor:

NELSON RESIDENCE  
ADU PLAN  
83 East 1150 South  
Farmington, Utah

SHEET NO:  
G101

DESCRIPTION:  
TITLE PAGE

Scale: 1/4" = 1 Foot

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Custom Home  
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## FIRE

- Garage - 5/8" Type 'X' gypsum board on walls and ceiling, or to roof - nail @ 6" O.C. All beams and structural members covered with 5/8" gypsum board.
- Door between Garage and Dwelling - Solid core wood or 'B' label door not less than 1 3/4".
- Smoke Detectors - Shall receive their primary power from the building wiring and shall be equipped with battery back-up. All detectors shall be wired in series so the alarm is audible in all sleeping areas.
- Smoke Detectors - Install in each sleeping room. Mount at a central point in the corridor or area giving access to each separate sleeping room.
- Smoke Detectors - In dwellings with basements and more than one story, a detector shall be installed on each story and in the basement. When sleeping rooms are in an upper level, the detector shall be placed on the ceiling in close proximity to the stairway.
- Smoke Detectors - Where ceiling height of a room open to the hallway serving the bedrooms exceeds that of the hallway by 24" or more, detectors shall be installed in the hallway and the adjacent room.
- Space under Stairs - Enclose any usable space under stairs with 5/8" gypsum board.
- Stair Stringers - Fire block walls at all stair stringers.
- Fire Blocking - All stud cavities greater than 10".
- Carbon monoxide alarms shall be installed on each habitable level of a dwelling unit equipped with fuel burning appliances. All carbon monoxide detectors shall be listed and comply with UL 2034 and shall be installed in accordance with provisions of this code and NFPA 720, R310.3.

## EXCAVATION

- Footings - Bear on natural undisturbed soil, free of plant material or debris.
- Final Grade - Provide positive drainage away from all project Foundations - Minimum slope of 5% for first 10', with 1"
- Footings on or adjacent to slope surfaces shall be founded in material with an embedment and setback from the slope surface sufficient to provide vertical and lateral support for the footing without detrimental settlement. Except as provided for in Section R403.1.7.4 and Figure R403.1.7.1, the following setback is deemed adequate to meet the criteria. Where the slope is steeper than one unit vertical in one unit horizontal (100 percent slope), the required setback shall be measured from an imaginary plane 45 degree (0.79 rad) to the horizontal, projected upward from the toe of the slope. (R403.1.7.2)
- On graded sites, the top of any exterior foundation shall extend above the elevation of the street gutter at point of discharge or the inlet of an approved drainage device a minimum of 12 inches (305 mm) plus 2 percent. Alternate elevations are permitted subject to the approval of the building official, provided it can be demonstrated that required drainage to the point of discharge and away from the structure is provided at all locations on the site. (R403.1.7.3)
- Alternate setbacks and clearances are permitted, subject to the approval of the building official. The building official is permitted to require an investigation and recommendation of a qualified engineer to demonstrate that the intent of this section has been satisfied. Such an investigation shall include consideration of material, height of slope, slope gradient, load intensity, and erosion characteristics of slope material. (R403.1.7.4)
- If a land drain has been installed to the lot in which you are building, it shall be extended to the building and connected to a footing drain, R405.1. If a land drain is provided to the home, all window well drains must connect to the Footing/Foundation drainage system. R310.2.2.
- Drains shall be provided around all concrete or masonry foundations that retain earth and enclose habitable or usable spaces located below grade. Drainage tiles, gravel or crushed stone drains, perforated pipe or other approved systems or materials shall be installed at or below the area to be protected and shall discharge by gravity or mechanical means into an approved drainage system.
- In other than Group 1 soils, a sump shall be provided to drain the porous layer and footings. The sump shall be at least 24 inches (610 mm) in diameter or 20 inches square (0.0129 m<sup>2</sup>), extend at least 24 inches (610 mm) below the bottom of the basement floor and shall be capable of positive gravity or mechanical drainage to remove any accumulated water. The drainage system shall discharge into an approved sewer system.

## ATTIC VENTILATION / ACCESS

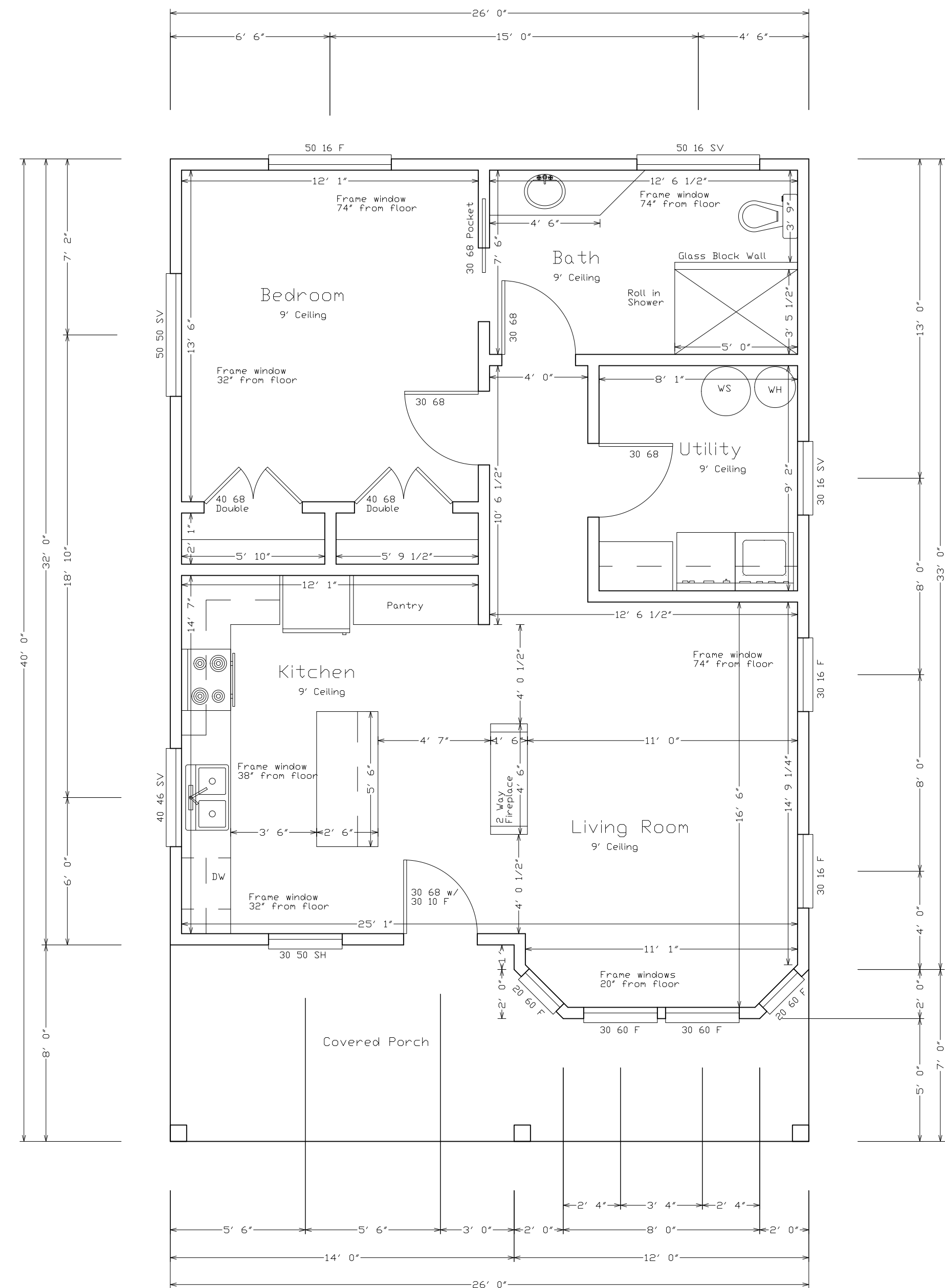
- Enclosed attics and enclosed rafter spaces formed where ceilings are applied directly to the underside of the roof rafters shall have cross ventilation for each separate space by ventilating openings protected against the entrance of rain or snow. Ventilation openings shall be provided with corrosion-resistant wire mesh, with the least dimension being 1/8 inch. R806.1
- The total net free ventilating area shall not be less than 1 to 150 of the area of the space ventilated except that the total area is permitted to be reduced to 1 to 300, provided at least 50% and not more than 80% by ventilators located in the upper portion of the space to be ventilated at least 3 feet above the required ventilation provided by eave or cornice vents. As an alternative, the net free cross-ventilation area may be reduced to 1 to 300 when a vapor barrier having a transmission rate not exceeding 1 perm is installed on the warm side of the ceiling.
- Where eave or cornice vents are installed, insulation shall not block the free flow of air. A minimum of 1 inch space shall be provided between the insulation and the roof sheathing at the location of the vent. R806.3
- Provide a 22" x 30" Attic Access to all attic areas, not located above a closet shelf, with 30" minimum headroom above access door.
- The attic access door from the conditioned space to unconditioned space (attic) shall be weather stripped and insulated to a level equivalent to the insulation on the surrounding surfaces.

## FLASHING

- Flashing shall be installed in such a manner so as to prevent moisture from entering a wall, roof, or floor and redirect it to the exterior. Flashing shall be installed at the perimeters of exterior door and window assemblies, penetrations and terminations of exterior wall assemblies, exterior wall intersections with roofs, chimneys, porches, decks, balconies and similar projections and at built-in gutters and similar locations where moisture could enter the wall. Flashing with projected flanges shall be installed on both sides and the ends of copings, under sills and continuously above projected trim. A flashing shall be installed at the intersection of the foundation to stucco, masonry, siding or brick veneer. The flashing shall be approved corrosion-resistant flashing. R703.7.5, R703.8, R903.2, R905
- R905.2.7.1 Ice Barrier. In areas where there has been a history of ice forming along the eaves causing a backup of water, an ice barrier that consists of at least two layers of underlayment cemented together or of a self-adhering polymer modified bitumen sheet, shall be used in lieu of normal underlayment and extend from the lowest edges of all roof structures to a point at least 24 inches inside the exterior wall line of the building.

## ENERGY EFFICIENCY

- The thickness of blown or sprayed roof/ceiling insulation (fiberglass or cellulose) shall be written in inches (mm) on markers that are installed at least one every 300 ft<sup>2</sup> (28 m<sup>2</sup>) throughout the attic space. The markers shall be affixed to the trusses or joists and marked with the minimum initial installed thickness with numbers a minimum of 1 inch (25 mm) high. Each marker shall face the attic access opening.
- All materials, systems and equipment shall be installed in accordance with the manufacturer's installation instructions and the provisions of this code.
- A permanent certificate shall be posted on or in the electrical distribution panel. The certificate shall be completed by the builder or registered design professional. The certificate shall list the predominant R-values of insulation installed in or on ceiling /roof, walls, foundation (slab, basement wall, crawlspace wall and/or floor) and ducts outside conditioned spaces. The certificate shall also list the type and efficiency of heating, cooling and service water heating equipment.



Main Floor Plan

Main Floor: 864 Sq. Ft.  
Covered Porch: 176 Sq. Ft.

Homeowner:  
Jim & Dianne Nelson  
801 547-7780

General Contractor:

NELSON RESIDENCE  
ADU PLAN  
83 East 1150 South  
Farmington, Utah

SHEET NO:  
A101

DESCRIPTION:  
MAIN FLOOR PLAN

Scale: 1/4" = 1 Foot

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## FOOTINGS, FOUNDATION & CONCRETE

- Footings - Bear on undisturbed soil. Not to be placed on frozen ground or in water. Continuous monolithic pour. Minimum 30" below grade.
- Footings - Changes in elevation shall be stepped not higher than 1/2 the step length, and not greater than 4'. Minimum 6" thickness on vertical step.
- Footings, Foundation, Interior Slabs - Normal weight concrete with compressive strength equal to at least 3,000 PSI within 28 days of pouring.
- Water/Cement Ratio - No greater than .50 and slump shall be 3" or less - Minimum cement content shall be 94 lbs. per cubic yard.
- Reinforcement - Free from mud and oil and other non-metallic coatings that hamper bonding capacity.
- Foundation - Any opening to have two vertical #4 bars on each side of opening, tied to horizontal bar.
- Foundation - 2 #4 bar above and below each window opening extending 36" beyond opening.
- Anchor Bolts - 1/2" x 10" @ 32" O.C.
- Splices - Reinforcement shall lap a minimum of 30 bar diameters unless otherwise noted.
- Foundation - Width is 8" unless otherwise noted.

## MECHANICAL

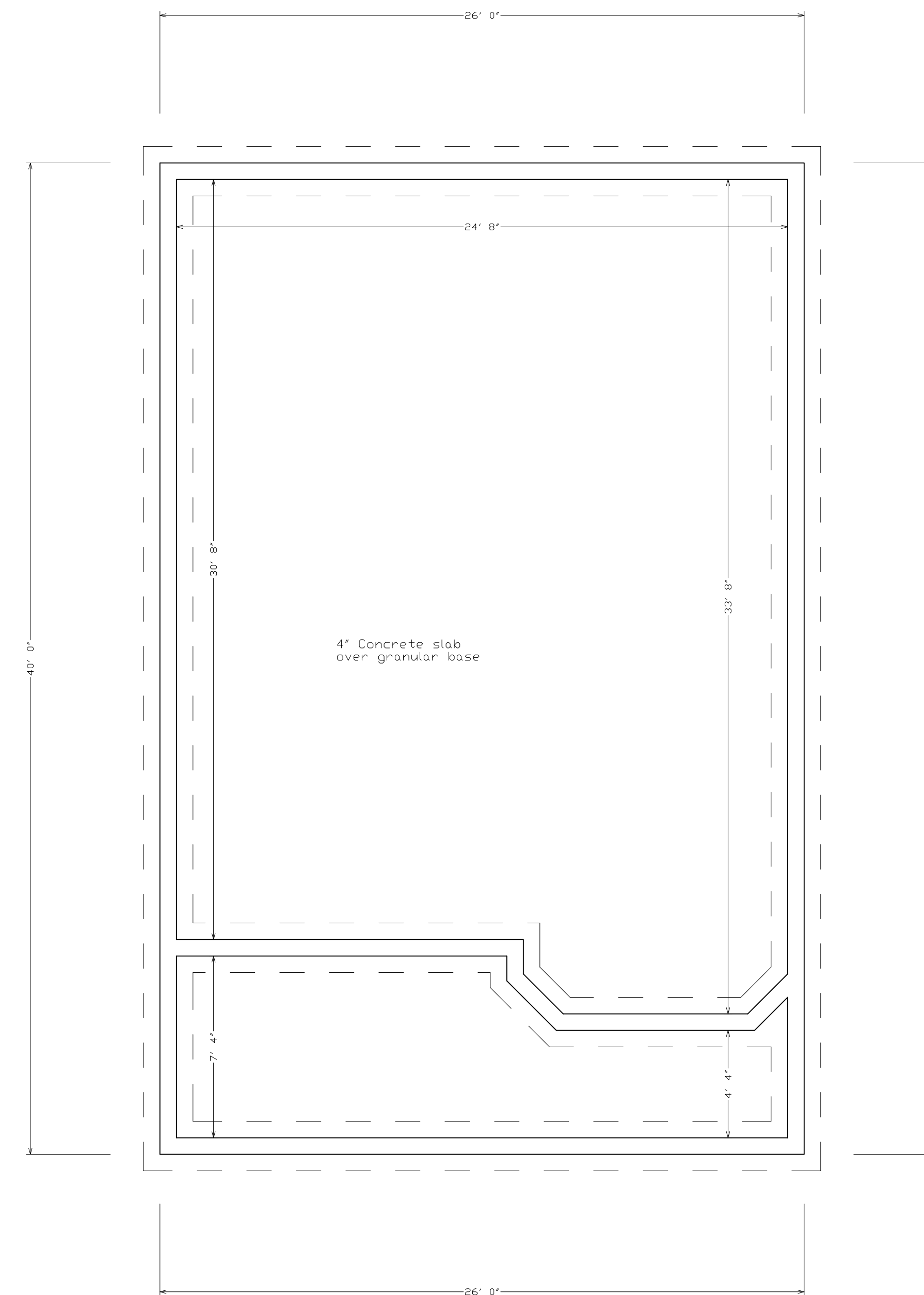
- All heating and ventilating equipment shall be installed in accordance with current mechanical code requirements.
- HVAC system shall be designed by mechanical contractor.
- Heat loss calculations and MECC Check to be performed by mechanical contractor.
- Provide 6" clearance from combustible on side of furnace and 30" working space in front of all heating controls.
- Provide fresh air for combustion by ducts leading from gas appliance enclosure to outside of building. Mechanical system provider to determine size of duct required by mechanical code. Duct inlet with corrosion resistant metal insect screen. Vents shall terminate 4" below of 48" horizontally and at least 12" above a door, operable window, or gravity inlet into building.
- Combustion air shall be supplied for one vertical or horizontal opening, which has an area of 1 square inch per 3,000 BTU/H of the total input rating of all appliances within the space. IRC G2407.6.2
- Heating duct joints shall be mechanically secured using at least 3 sheet metal screws evenly spaced. Support ducts with approved metal hangers.
- Flue vents and exhaust vents shall be at least 36" above and outside air inlet located 10' - 0" and at least 4' - 0" from a property line.
- All restrooms to be provided with an exhaust fan capable of providing 5 air changes per hour.
- Dwelling to garage openings and penetrations with ducts and plumbing penetrations through walls or ceilings separating the dwelling from the garage shall be protected in accordance with R302.5.
- A water heater or furnace located in a garage will be elevated a minimum of 18" and be enclosed inside of walls to protect from vehicular impact. IRC M1003.7 IRC P2801.7
- Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to an approved place of disposal. Condensate shall not discharge into a street, alley or other areas so as to cause a nuisance. IRC M1411.3
- A secondary drain or auxiliary drain pan shall be required for each cooling or evaporator coil where damage to any building components will occur as a result of overflow from the equipment drain pan or stoppage in the condensate drain piping or stoppage in the condensate drain piping. Drain piping shall be minimum of 3/4 inch (19.1 mm) nominal pipe size. IRC M1411.2.1 IRC M1411.3
- Clothes dryer duct shall terminate outdoors and shall not exceed a total combined horizontal and vertical length of 35 feet. Maximum length of duct shall be reduced 2-1/2" for each 45 degree bend or 5 feet for each 90 degree bend. Duct shall be a minimum nominal size of 4". IRC M1502.4.4 (and State Amendment).
- All buildings are considered to be unusually tight construction and all combustion air to rooms or spaces containing fuel-burning appliances shall be obtained from the outdoors or from spaces freely communicating with the outdoors. IRC M2407.1

## MASONRY

- Ties - Brick or stone veneer shall have corrosion resistant ties of not less than 22 ga. x 3/4" or #9 ga. wire spaced not more than 16" O.C. horizontal and 18" O.C. vertical. Anchor ties shall have a lip or hook, on the extended leg, that will engage or enclose the #9 ga. horizontal joint reinforcement wire.
- Moisture barrier required, or full 1" airspace.
- Wall Reinforcement - Minimum of .0007 each way, or a total of .002.
- R703.7.6 Weepholes. Weepholes shall be provided in the outside wythe of masonry walls at a maximum spacing of 33 inches on center. Weepholes shall not be less than 3/16 inch in diameter. Weepholes shall be located immediately above the flashing.

## PLUMBING

- All plumbing shall be installed in accordance with current plumbing code requirements, ordinances, and industry standards.
- Contractor is responsible for design of new plumbing equipment.
- Provide all equipment, accessories and components required to constitute installation of new equipment.
- Provide all low water usage water closets, 1.6 GAL flush.
- Provide anti-scald device at all lavatory faucets.
- Water Heaters - Located in a garage and which generates a glow, spark, or flame capable of igniting flammable vapors shall be installed with the pilot, burners, or heating elements and switches at least 18" above the floor level.
- Water Heaters - anchor or strap water heater to resist seismic motion. Locate anchor or strap within the upper and lower third of the appliance.
- Provide expansion tank on supply line to water heater.
- Backflow Prevention - Install on all hose bibbs and lawn sprinklers.
- Fixtures that have flood level rims located below the elevation of the next upstream manhole cover of the public sewer serving such fixtures shall be protected from back flow of sewage by installing an approved backwater valve. Fixtures having flood level rims above the elevation of the next upstream manhole shall not discharge through the backwater valve. Backwater valves shall be provided with an access. IRC P3008.1
- Provide hose bibbs at the front and back of the home and shall have atmospheric or pressure type vacuum breakers. IRC P2902.4.3



Foundation Dimensions

Homeowner:  
Jim & Dianne Nelson  
801 547-7780

General Contractor:

NELSON RESIDENCE  
ADU PLAN  
83 East 1150 South  
Farmington, Utah

SHEET NO:  
A102

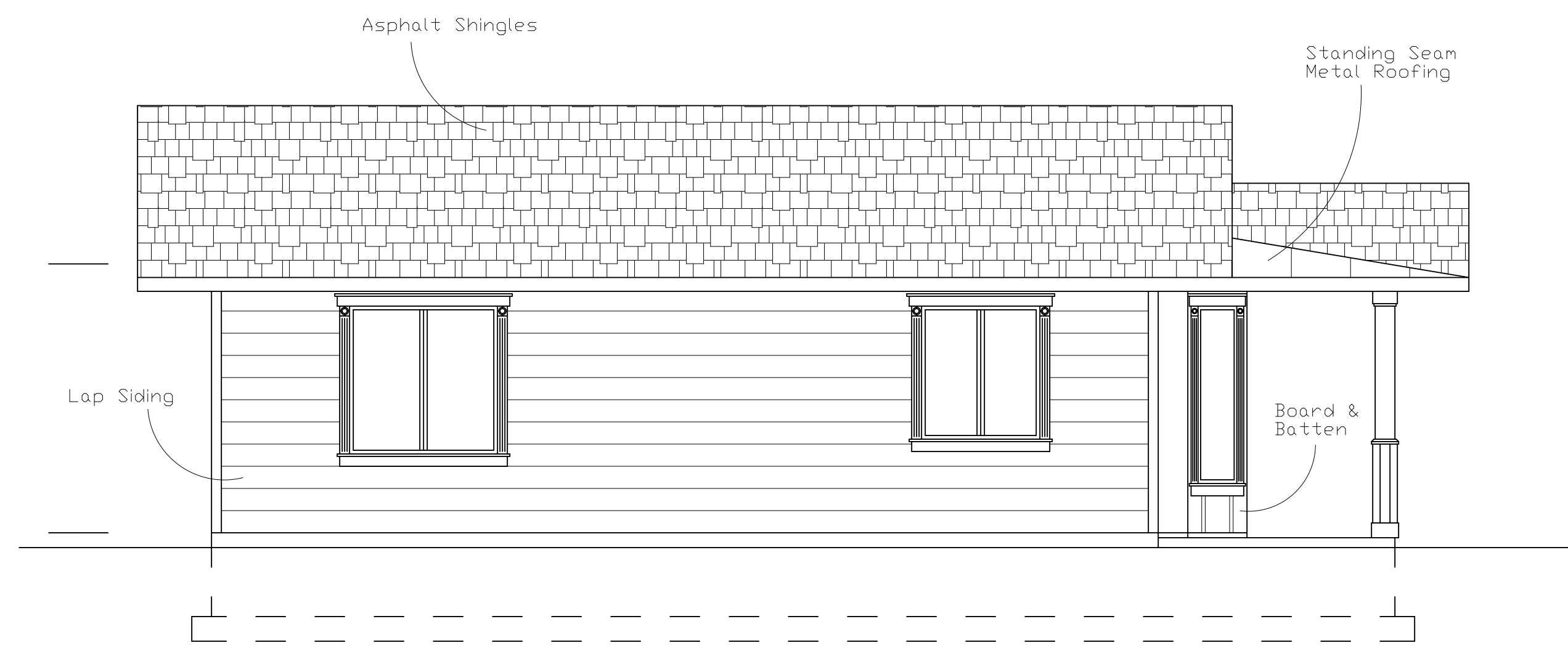
DESCRIPTION:  
FOUNDATION DIMENSIONS

Scale: 1/4" = 1 Foot

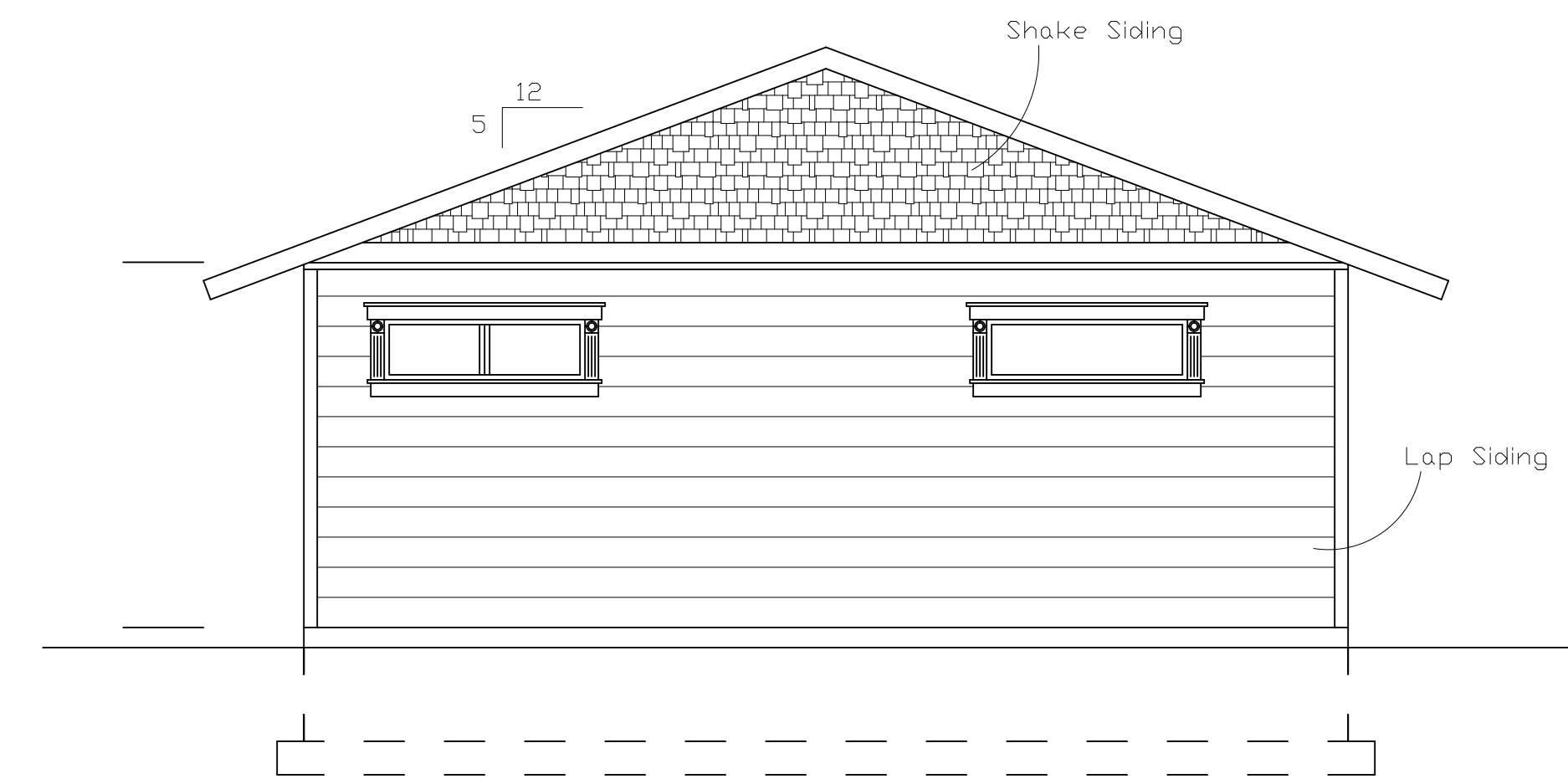
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L.L.C.  
Custom Home  
Solutions

CreativeLinePlans.com

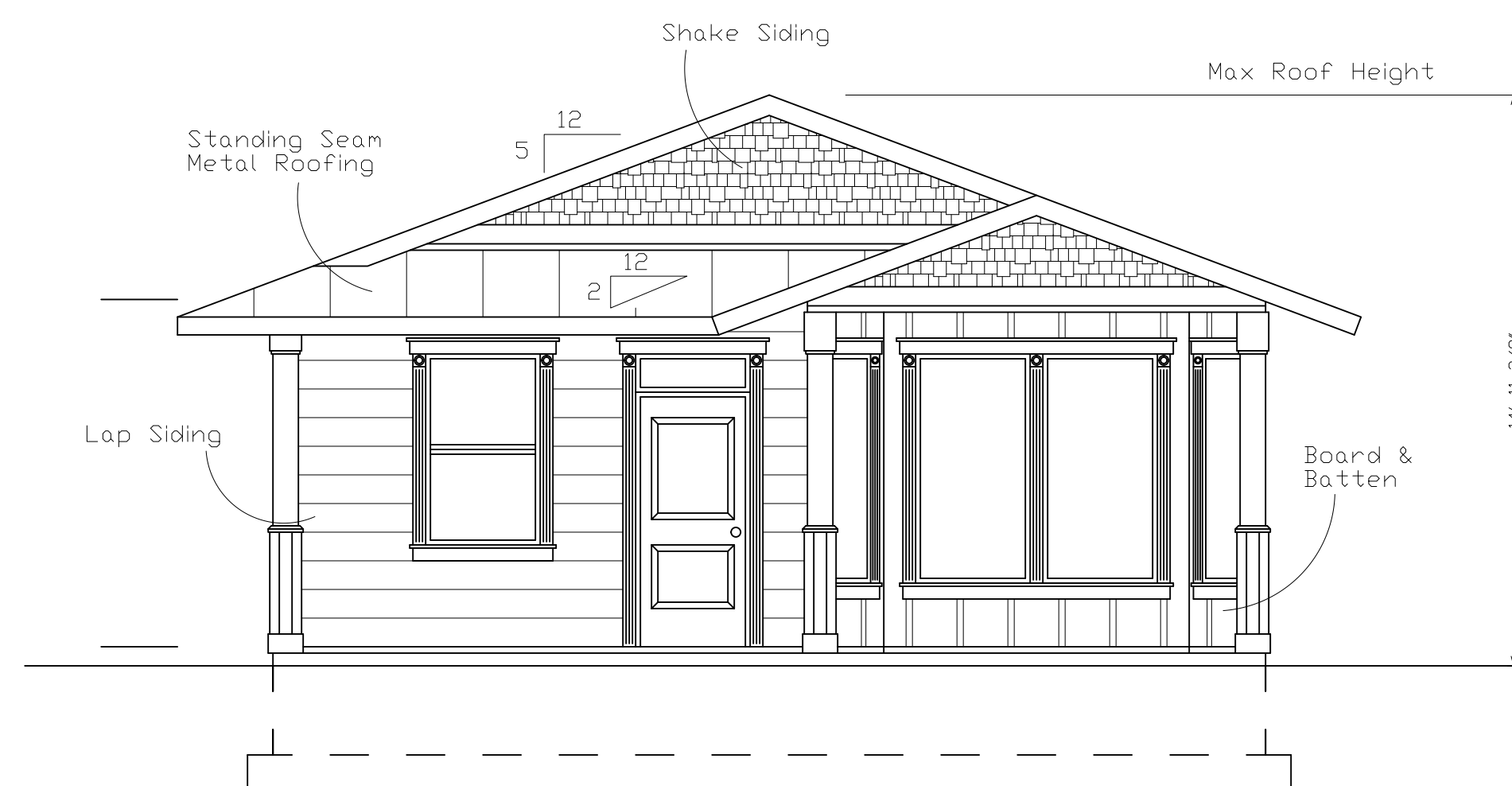
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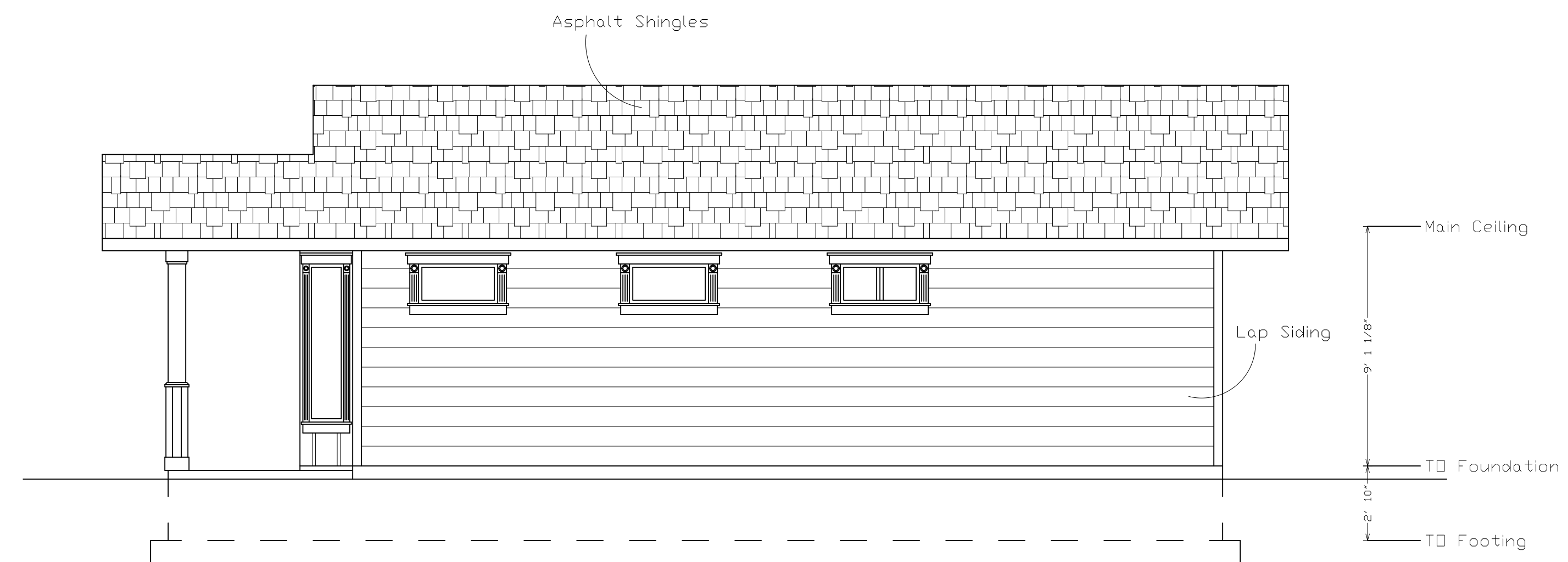
Left Elevation



Back Elevation



Front Elevation



Right Elevation

Homeowner:  
Jim & Dianne Nelson  
801 547-7780

General Contractor:

NELSON RESIDENCE  
ADU PLAN  
83 East 1150 South  
Farmington, Utah

SHEET NO:  
A201  
DESCRIPTION:  
EXTERIOR ELEVATIONS

Scale: 1/4" = 1 Foot

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Custom Home  
Solutions  
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## FRAMING & SHEATHING

1. Studs - Maximum of 16' O.C.
2. Floor Sheathing - 3/4" T&G 40/20 OSB nailed with 8d nails 6' O.C. at all panel edges, supported edges, and all blocking. Field to be nailed with 8d nails 10' O.C.
3. Sheathing - Nails shall be a minimum of 3/8" from panel edge.
4. Floor Joists - Blocked at all bearing points.
5. Wall Sheathing - 2x4 blocking at all horizontal edges. Use 8d nails 6' O.C. at edges, and 10' O.C. in field.
6. Wall Sheathing - Extend over rim joist and nail to wall studs above and below. Extend down to sill plate and nail.
7. Roof Sheathing - 7/16" OSB nailed with 8d nails 6' O.C. at panel edges, and 12' O.C. in field.
8. Blocking - Solid 2" nominal blocking at ends or points of support of all wood joists and trusses.
9. Connections - Wood to concrete, wood to steel, and wood to wood (except stud to plate) connected with metal connectors.
10. Hangers - Install joist, rafter, and beam hangers according to manufacturer's Specifications.
11. Staples - May be substituted for nails at rate equal to load values.
12. Solid Bearing - Through floor systems and posts down to concrete footings.
13. Attic Access - 22" x 30" with a switched light in attic space. 30" headroom required.
14. Basement Ceiling - Minimum unfinished height of 7' 6".
15. Structural Framing for all exterior decks, which are not sheltered by the roof or eaves, shall be constructed with naturally durable wood or pressure-preservative-treated wood as required by IRC R317.1.3 This would include the deck support joists and beams.
16. All fasteners installed into preservative treated wood are to be zinc coated or treated as required by IRC R317.3.

## STAIR & HANDRAIL

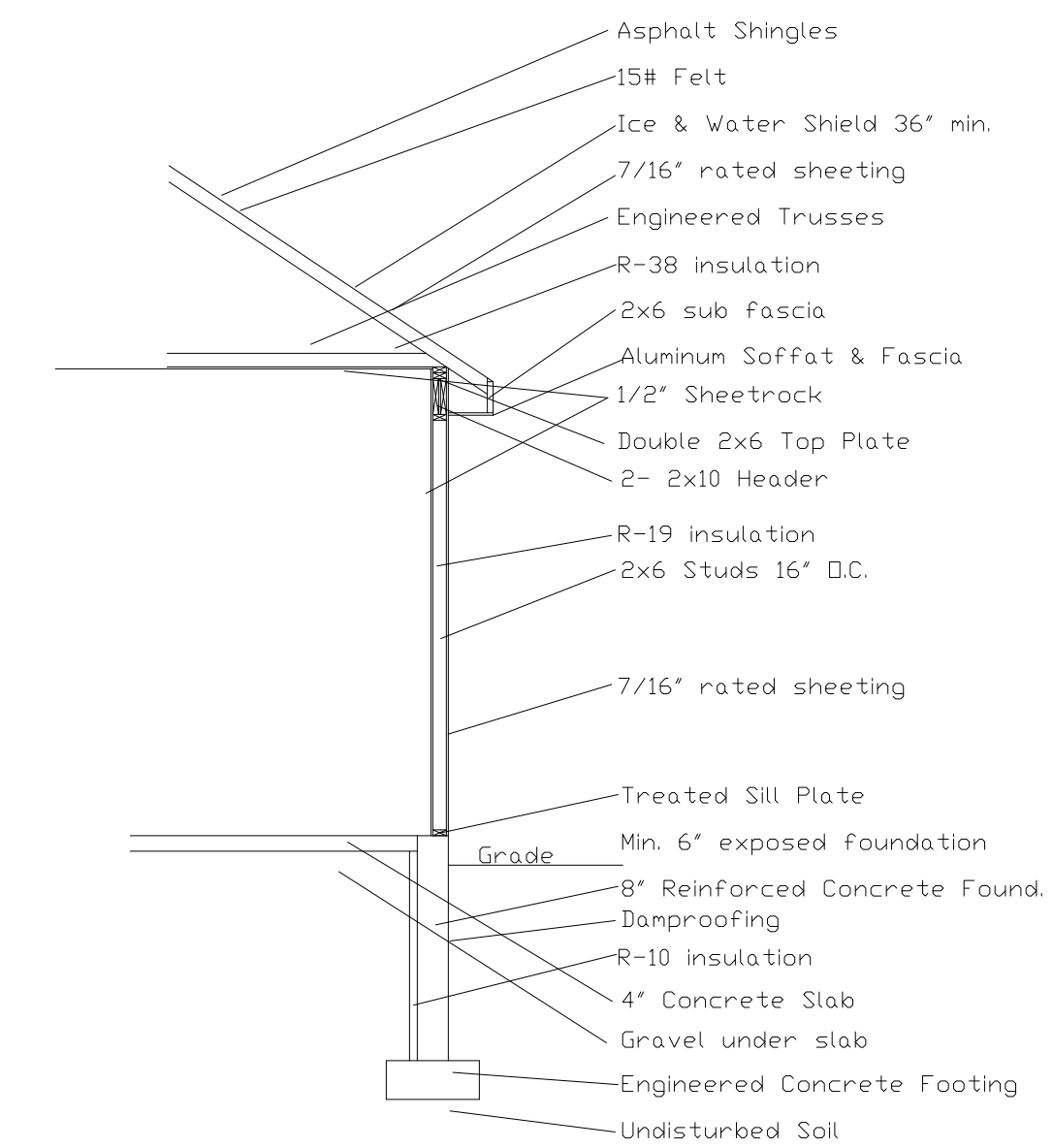
1. Risers - 4" minimum and 7 3/4" maximum height.
2. Treads - Minimum of 10" depth.
3. Headroom - Minimum 6' 8" clearance.
4. Handrails - Required on all stairways having more than 3 risers.
5. Handrails - Placed not less than 34" and not more than 38" high. Continuous and full length of stairs.
6. Guardrails - Required at all landings, decks, or floor levels more than 30" above finished grade. Minimum height 36".
7. Balusters - For handrails and guardrails shall be spaced such that a 4" sphere will not pass through.
8. Enclosed Usable Space under Stairway - Shall have walls and soffits protected on the enclosed side as required for 1-hour fire-resistive construction.

## WINDOWS

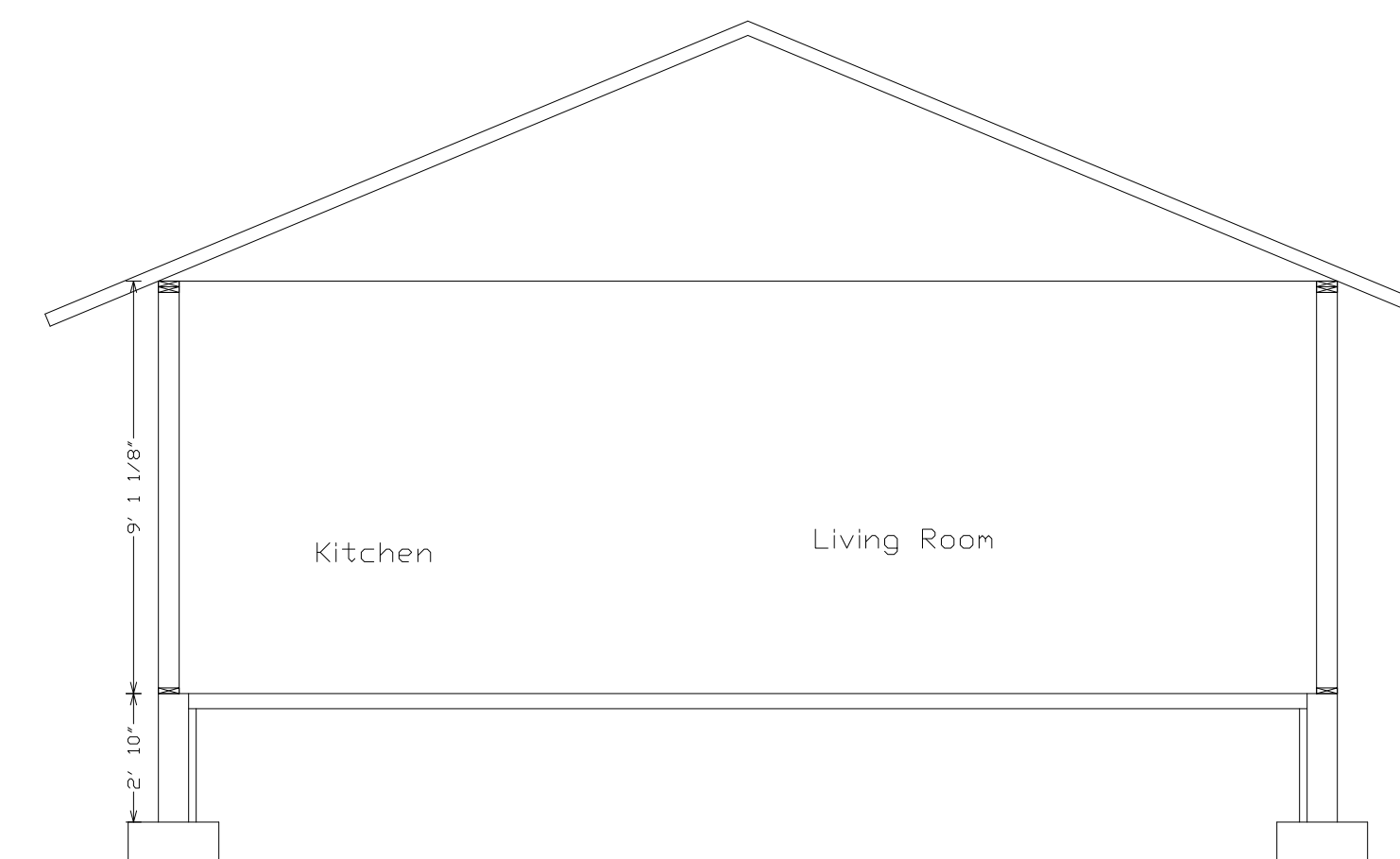
1. Basement & Sleeping Rooms - Below the fourth story, shall have at least one operable window or exterior door approved for emergency escape or rescue. Same shall have a minimum net clear of 5.7 square feet. Shall have a minimum net clear opening height dimension of 24". Shall have a minimum net clear opening width dimension of 20". Shall have finished sill height of not more than 44" above the finished floor.
2. Escape & Rescue Windows - Shall have a window well if finished sill height below the adjacent ground elevation. The clear horizontal dimensions of the window well shall allow the window to be fully opened and provide a minimum accessible net clear opening of 9 square feet, with a minimum dimension of 36". Window wells with vertical depth of more than 44" shall be equipped with an approved permanently affixed ladder or stairs that are accessible with the window in the fully open position. The ladder or stairs shall not encroach into the required dimensions of the window well by more than 6".
3. Glass Size - 10% of square feet.
4. Ventilation - 5% of square feet.
5. Glazing - All doors, enclosures for bathtubs, showers, hot tubs, saunas, whirlpools, and steam rooms shall be impact resistant. Glazing in any portion of a building wall enclosing the compartments where the bottom exposed edge of the glazing is less than 60" above a standing surface and drain inlet shall be impact resistant.
6. Glazing - In all fixed or operable panels adjacent to a door where the nearest exposed edge of the glazing is within a 24" arc of either vertical edge of the door in a closed position, and where the bottom exposed edge of the glazing is less than 60" above the walking surface shall be impact resistant.
7. Glazing - In all individual fixed or operable panels, other than stated above, shall be impact resistant when it meets all of the following conditions: Exposed area of an individual pane is greater than 9 square feet; Exposed bottom edge is less than 18" above floor; Exposed top edge is greater than 36" above the floor; One or more walking surfaces are within 36" horizontally of the plane of the glazing.
8. Glazing in doors and enclosures for hot tubs, whirlpools, saunas, steam rooms, bath tubs and showers. Glazing in any part of a building wall enclosing these compartments where the bottom exposed edge of the glazing is less than 60 inches measured vertically above any standing or walking surface. Glazing that is more than 60" horizontally from the waters edge of a hot tub, whirlpool tub, or bath tub need not comply with this section.
9. All U-factors shall be determined by testing in accordance with NFRC 100 and labeled as such by the manufacturer, per section 102.1.3 of the 2006 IECC. U-Factors are .25 or less.
10. Window labels: F=Fixed C=Casement SH=Single Hung SV=Slider
11. All habitable rooms shall be provided with natural ventilation by means of operable exterior openings with an area of not less than 4 percent of the floor area of such rooms. IRC R303.1.
12. Exceptions: The glazed area need not be operable where the opening is not required by Sections R301 and an approved mechanical ventilation system capable of production 0.20 air change per hour in the room is installed or a whole-house mechanical ventilation system is installed capable of supplying outdoor ventilation air of 15 cubic feet per minute (cfm) (L/s) per occupant computed on the basis of two occupants for the first bedroom.

## BATHROOM

1. Shower and Bathtub Enclosures - Fully tempered. Laminated safety glass or approved plastic.
2. Glazing - All within 5' of shower or tub to be tempered.
3. Shower - Height to be not less than 70". Compartment shall have a minimum finished interior of 1024 square inches and shall also be capable of encompassing a 30" diameter circle. Threshold shall be of sufficient width to accommodate a minimum of 22" tempered door that swings out.
4. Material - All material in tub or shower enclosure shall be of type not adversely affected by moisture.



Wall Detail



Cross Section

Homeowner:  
Jim & Dianne Nelson  
801 547-7780

General Contractor:

NELSON RESIDENCE  
ADU PLAN  
83 East 1150 South  
Farmington, Utah

SHEET NO:  
A301

DESCRIPTION:  
CROSS SECTION

Scale: 1/4" = 1 Foot

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L.L.C.  
Custom Home  
Solutions

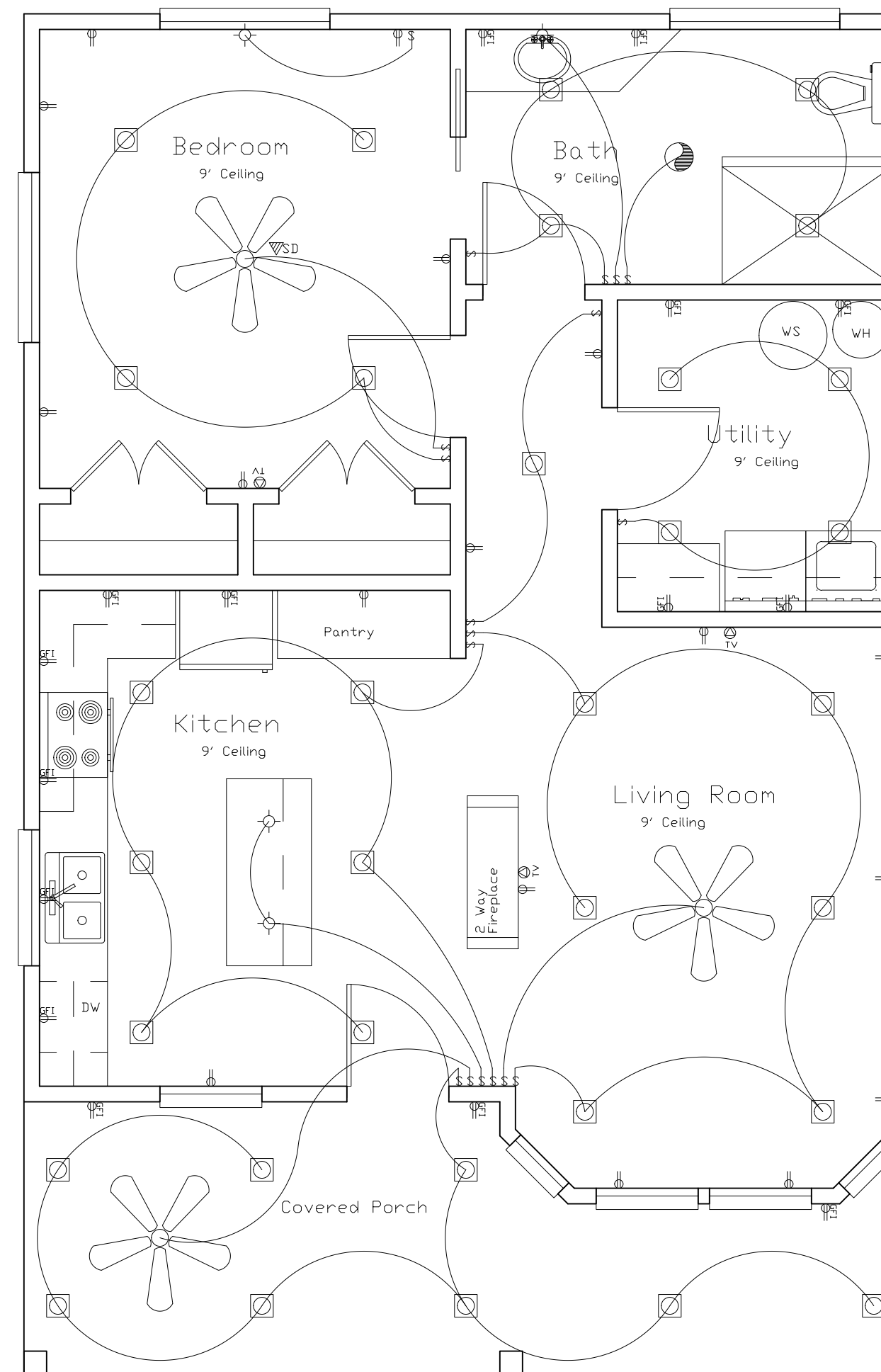
CreativeLinePlans.com

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801 628-7041

**ELECTRICAL**

1. All electrical shall be installed in accordance with current electrical code requirements. Contractor shall obtain required permit and comply with all required codes.
2. Provide all new fixtures, switches, outlets, and wiring.
3. Electrical Panel - Fire rated and located in mechanical room unless otherwise noted. Provide minimum clearance of 30" width and 6' - 0" in height. Cannot be located facing the garage side of firewall.
4. Provide secondary grounding system when using the water services as the primary ground.
5. In all locations where required, designated or none designated, restrooms, garages, or outside of building provide outlets with an approved GFCI.
6. Central heating equipment shall be supplied by an individual branch circuit.
7. Temporary wiring shall conform to N.E.C. article 305.
8. At least one weatherproof GFCI protected outlet shall be provided at 8' above grade both front and back of building.
9. Lighting and electrical plans are preliminary and for permit purposes. Contractor shall review locations, types, and quantities of all fixtures with the owner prior to installation.
10. Attic, Crawl Space, Utility Room, & Basement Storage - At least one lighting outlet with a switch at point of entry. None is required for any space containing equipment requiring service.
11. Provide J-boxes and/or whips as required for all appliance connections, coordinate with owner for final locations, types, quantities, and power requirements.
12. Pre-wire for voice/data and cable TV in rooms requested by owner - coordinate with owner for final locations.
13. All outlets in restrooms shall be GFCI and on a dedicated 20 amp circuit.
14. Smoke detectors shall be hardwired with battery back up and wired in series.
15. Carbon monoxide detectors shall be hardwired with battery back up and wired in series.
16. All GFU outlets at 18" AFF minimum unless otherwise noted.
17. All exterior GFU outlets to have weather proof covers.
18. All 125-volt, 15 and 20 amp receptacles installed inside or outside of a dwelling shall be listed tamper-resistant receptacles. IRC E4002.14
19. Kitchen and Dining Area - Counters shall have receptacle outlets at each counter space wider than 12". Counters shall have receptacle outlet located so that no point, along the wall line, is more than 24" measured horizontally, from a receptacle outlet in that space. Island and peninsula counter tops 12" or wider shall have at least one receptacle for each 4' of counter top.
20. Install a water-proof GFCI within 20' of the A/C equipment on exterior of house.
21. Where there are 2 or more non-metallic sheathed cables (romex) are installed together in the same space without maintaining space between them and where the opening they are installed in is filled with caulking, foam insulation, or other types of insulation the conductors must be derated as required by IRC E3705.4.4.
22. All electrical circuits providing power to bedrooms shall be provided by an arc-fault circuit interrupter as required by IRC E3902.11.
23. All lighting over showers or tubs must be suitable for wet or damp locations. IRC E4003.9
24. Install a dedicated 20-amp branch circuit for bathroom receptacle outlets. This circuit cannot supply any other receptacles.
25. The dishwasher branch circuit shall be protected by GFCI. IRC E3902.9
26. No less than 75% of the lamps permanently installed in lighting fixtures shall be high efficiency lamps. IRC N1104.4
27. All recessed luminaries will be air tight, IC rated and sealed to limit air leakage. IECC R402.4.5

ELECTRICAL SYMBOLS			
	WALL/CEILING MOUNTED LIGHT FIXTURE		ELECTRICAL SWITCH
	SMOKE AND CARBON MONOXIDE DETECTOR		ELECTRICAL SWITCH w/DIMMER
	VENT TO ATMOSPHERE		DATA - INTERNET, PHONE
	RECESSED H7 AIR-TITE W/ 33 WATT 2700 K CFL LAMP		2x4 T8 FLUORESCENT
	FLUSH MOUNT CIRCULAR SPEAKER		DUPLEX OUTLET
	CEILING FAN		GFI DUPLEX OUTLET



Main Floor Electrical Plan

Homeowner:  
Jim & Dianne Nelson  
801 547-7780

General Contractor:

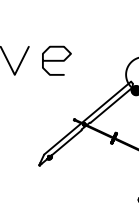
NELSON RESIDENCE  
ADU PLAN  
83 East 1150 South  
Farmington, Utah

SHEET NO:  
E101

DESCRIPTION:  
MAIN ELECTRICAL PLAN

Scale: 1/4" = 1 Foot

Creative  
Line  
L.L.C.  
Custom Home  
Solutions



CreativeLinePlans.com

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## **11-28-200: ACCESSORY DWELLING UNITS AND INTERNAL ACCESSORY DWELLING UNITS:**

Accessory dwelling units (ADUs) and internal accessory dwelling units (IADUs) may be allowed as a permitted or conditional use in various zones as designated in this title.

A. Purpose: The purposes of this section and any rules, regulations, standards and specifications adopted pursuant hereto are:

1. Minimal Impacts: To accommodate such housing in residential neighborhoods with minimal impacts on the neighborhood in terms of traffic, noise, parking, congestion and compatible scale and appearance of residential buildings.

2. Decline In Quality: To prevent the proliferation of rental dwellings, absentee ownership, property disinvestment, Building Code violations and associated decline in quality of residential neighborhoods.

3. Terms And Conditions: To set forth standardized terms and conditions for ADUs and IADUs and procedures for review and approval of the same.

B. Permitted Use: IADUs may be allowed as a permitted use as designated by the underlying zone(s) found in this title. Applications for an IADU shall be submitted and reviewed by the Planning Department.

C. Conditional Use Permit: ADUs may be allowed as a conditional use as designated by the underlying zone(s) found in this title. Applications for an accessory dwelling shall be submitted and reviewed as a conditional use permit in accordance with chapter 8 of this title.

D. Standards: The following standards and conditions shall apply to all ADUs and IADUs, in addition to any terms and conditions of approval as imposed by the Planning Department or the Planning Commission during the permitted use or conditional use permit process:

1. Location: An ADU or an IADU shall only be allowed as part of, or in conjunction with, a single-family dwelling, and ADUs shall be subordinate in height and area to such single-family dwelling.

2. Number: A maximum of one accessory dwelling, either an ADU or an IADU shall be allowed per single-family home, not one of each. ADUs and/or IADUs shall contain no more than one dwelling unit.

3. Parking: At least one off street parking stall shall be provided for the ADU or IADU. Such parking stall be in addition to all off street parking requirements for the primary single-family dwelling on the lot and shall conform with the City parking standards specified in this title.

4. Design And Character: The ADU or IADU shall be clearly incidental to the single-family dwelling, there should be no significant alteration to the exterior of the single-family dwelling to accommodate the ADU or IADU and such ADU or IADU shall not adversely affect the residential character of the surrounding neighborhood. An ADU or IADU shall be designed in such a way that neighbors or passersby would not, under normal circumstances, be aware of its existence.

5. Size: An ADU or IADU shall be equal to or subordinate in floor area to, or the remaining floor area, occupied by the single-family dwelling.

6. Lot Size: The creation of an ADU or IADU is prohibited if the lot containing the primary dwelling is six thousand (6,000) square feet or less in size.

7. Construction Codes: The ADU or IADU shall comply with all Construction, Housing and Building Codes in effect at the time the secondary dwelling is constructed and shall comply with all procedures and requirements of the City building regulations.

8. Occupants: The ADU or IADU shall be occupied exclusively by one family.

9. Ownership: Either the single-family dwelling or accessory dwelling (ADU or IADU) shall be owner occupied.

10. Absentee Owner: Temporary absentee property ownership may be allowed due to unforeseen circumstances, such as military assignments, employment commitments, family obligations and quasi-public service. Notwithstanding the foregoing, the maximum time period allowed for absentee property ownership shall not exceed four (4) years. In the event such absentee property ownership occurs, the property owner may rent both the accessory dwelling (ADU or IADU) and the primary dwelling.

11. Notice Of ADU Or IADU: Farmington City may record a notice in the office of the Davis County Recorder on the lot in which the ADU or IADU is located. The notice shall include:

a. A statement that the lot contains an ADU or an IADU; and

b. A statement that the ADU or IADU may only be used in accordance with the City's regulations.

The City shall, upon recording the notice deliver a copy of the notice to the owner of the ADU or IADU.

E. Site Development: Upon approval of a permitted use, or a conditional use permit for an accessory dwelling (ADU or IADU), an application for site development shall be submitted in accordance with the provisions of chapter 7 of this title. (Ord. 2018-18, 5-15-2018; amd. Ord. 2020-07, 5-5-2020; Ord. 2021-25, 9-21-2021)



# Planning Commission Staff Report

## May 18, 2023

### Item 2: Special Exception – Second Driveway

Public Hearing: Yes  
Application No.: M-2-23  
Property Address: 2168 West Chapman Lane  
General Plan Designation: RRD (Rural Residential Density)  
Zoning Designation: AE (Agricultural Estates)  
Area: 0.38 Acres  
Number of Lots: 1  
Property Owner: Trevor and Christa Peterson  
Agent: Trevor and Christa Peterson

Request: *Applicant is requesting approval for a special exception regarding a driveway curb cut at 2168 W Chapman Ln.*

#### **Background Information**

The applicant is requesting a special exception to allow for the width of their driveways to exceed the standard allowed width per frontage of (30 feet). The Zoning Administrator (staff) has the ability to approve the location and proximity of the driveways, however it is in the purview of the Planning Commission to consider how wide the driveways may be when exceeding 30 f. per FCC 11-32-060 (A)(1).

*11-32-060 (A)(1): Residential driveways shall be not more than twenty feet (20') in width when serving as access to two (2) properly designated spaces, or thirty feet (30') 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 special exception. Residential driveways shall be designed at a width which is the minimum necessary to provide adequate access to designated parking spaces.*

11-32-060 A2a states "On lots with at least the minimum width required in the zone [75 ft in the AE zone], one additional driveway may be permitted, providing that the sum of the width of both driveways does not exceed the maximum widths specified..." The existing driveway is 30 feet in width and the new proposed driveway would add an additional 10 feet in width for a combined total of 40 ft.

In considering the Special Exception, FCC 11-3-045 E identifies the standards of review:

*11-3-045 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.*

The applicant would like the additional width on a separate curb cut as shown in the included site plan as they believe it would be a better option in the interest of safety for traffic and the property owner's family, among other reasons listed in supplemental information #2.

### **Suggested Motion**

Move that the Planning Commission approve the special exception for an additional driveway curb cut at 2168 W Chapman Lane subject to all Farmington City ordinances and development standards.

### **Findings for Approval:**

1. The zoning ordinance allows for a 30 foot maximum curb cut
2. The proposed additional driveway is not connected to the original and thus prevents the "sea" of concrete which would otherwise be possible, with a "swing out" configuration on a driveway after the curb cut and/or an increased width special exception.

### **Supplemental Information**

1. Vicinity Map
2. Letter from applicant
3. Site plan







**May 4, 2023**

**To: Farmington City Planning Council**

**From: Trevor and Christa Peterson**

**RE: Application for Special Exception to Cut Curb for Separate Driveway**

Dear Farmington City Planning Council Members:

Thank you in advance for your time and consideration in this matter. We are current residents at 2168 Chapman Lane, Farmington, Utah. We have lived in our home since 2010. We have five kids ranging in ages from 15 down to 7 and we love Farmington. We recently did an addition to our home that was approved by the city. The process went smoothly, and our builder commented on how impressed he was with the responsiveness of Farmington City.

As part of our home addition and because of a need for more parking space with teenage drivers in the near future, we would like to add a driveway with a separate entrance on the east side of our property. The attached exhibit has marked in blue our proposed plan. In order to do this, we are requesting a special exception under Chapter 32 of the code. We are proposing to make a 10-foot cut out of the curb on the east side of the drive allowing for a straight drive in and out of our driveway to be poured. We feel that this is a better option than trying to access the additional driveway from our existing opening. Below are the reasons this is a better option:

- **Safety:** We have a lot of small children in our neighborhood. In the next year, our oldest son will be getting his driver's license (and our 4 younger girls after that) and pulling straight in and out of a separate driveway will decrease the chances of him hitting a child. Our main garage is where our smaller children and neighborhood children enter and exit our home. Often time they are on bikes or scooters moving quickly. If we did not have the separate entrance for this new driveway, teenage drivers would have to wind from the side of the house across the main garage area with little to no visibility. This is a major risk that would be greatly reduced. Not only because it is easier to back straight in and out, but we will plant low level bushes (boxwoods) in between the main driveway and additional separate driveway further spacing the vehicles parked in the separate driveway from children entering and exiting our main garage. It should also be noted that we plan to remove the vinyl privacy fence that is currently on the east side of our property. This will increase the visibility of the teenage drivers driving in and backing out.
- **Distance from Stop Sign/Corner-Safety:** Our house is located on the corner of Chapman Lane and Loveland Lane. Our main driveway exits right on the corner. Often, drivers "cut" the corner while turning and come close to the driveway entrance. The separate additional driveway entrance will allow significantly more distance away from the corner. This will give drivers that do "cut" the

corner and opportunity to get in the correct lane and avoid a collision. Without the separate entrance, the angle at which our teenage driver would be exiting the driveway and the proximity to the corner/stop sign, puts them at high risk to get in an accident.

- **Property Damage Avoided:** Having the separate driveway will lower the chance of our teenage drivers damaging property by having to wind backwards from the side parking to the main garage driveway. Potential damage would be hitting the house, hitting plants, constantly running over the curb, etc. All of these would not only cause damage to the property, but also to the vehicle. Having the separate driveway that has a straight entrance and exit will greatly reduce the risk of property damage.
- **Curb Appeal:** As we mentioned, we love Farmington, and we love our neighborhood. Adding the separate driveway will stay with the look and feel of our neighborhood. By adding the separate driveway and separating the main driveway and the separate driveway with greenery, it keeps the natural look and feel of most of the homes on our street and in our neighborhood. If we had to pour enough cement to get from main garage entrance to the side of the house, it would add a “sea” of concrete and not fit with other homes surrounding us. With low level greenery, such as box woods, on other both sides of the separate driveway, it will not stick out and fit naturally with our landscape and the style of our home. Also, by having a convenient place for teenagers to park, it avoids having cars on the street out on the main driveway all the time. There is enough space on the side of the house for a car to be tucked away and mostly unnoticed from the street.

A couple other considerations, our current main driveway opening is approximately 25 feet. By adding a separate 10-foot opening, we are below the allowed opening with a variance of 40 feet. Also under the code, corner lots are allowed to have two separate entrances if certain distance parameters are met. Although we are on a corner lot, we recognize we do not meet these distance parameters, therefore, we are filing for this special exception. As the council is familiar with the codes, we only bring this to your attention to note that we are not far off from two already noted exceptions within the code.

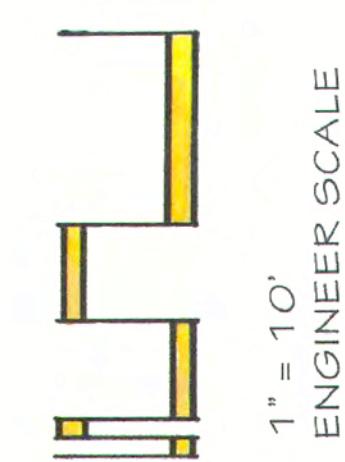
We have received verbal approval from our HOA board and can get written approval within a matter of days once approved by the City Planning Council.

Thank you for your time and consideration and we hope that you will approve our request for special exception. Feel free to reach out with any questions.

Sincerely,

Trevor and Christa Peterson





garden design  
residential landscape design  
by heidi perez

Nov. 2022

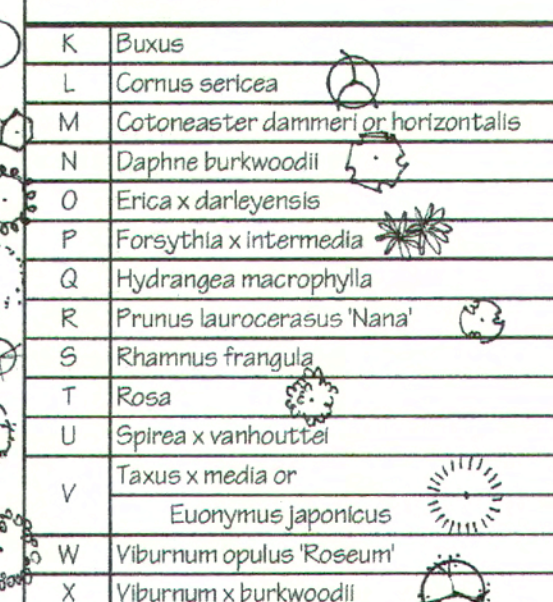
**PETERSON**  
Trevor & Christa

2168 Chapman Lane  
Farmington, UT 84025



**PLANT SCHEDULE**

SYM	BOTANICAL NAME	COMMON NAME	QUANT	MATURE WIDTH
<b>Trees</b>				
A	Acer japonica	Japanese Maple; recommend green variety; avoid larger varieties	1	<10'
B	Betula platyphylla 'Jefpank' or Ginkgo biloba	Parkland Pillar Birch or Goldspire Ginkgo	4	5'
C	Betula x 'Avalanche' or papyrifera	Avalanche or Paper Birch	1	30'
D	Cercis canadensis 'JN2'	Rising Sun Redbud	1	12-15'
E	Fagus sylvatica 'Roseo-marginata'	Tri-Color Beech	1	30'
F	Fraxinus americana 'Junginger' or pennsylvanica	Autumn Purple or Marshall's Seedless Ash	1	35'
G	Malus	Crabapple: Prairie Rose, Indian Magic, Candle Apple, or Candy Mint	1	15'
H	Picea glauca 'pendula' or Juniperus scopulorum	Weeping White Spruce or Skyrocket Juniper	11	3'
J	Thuja occidentalis	Emerald Green Arborvitae	5	5'
<b>Shrubs</b>				
K	Buxus	Bowwood	25	3'
L	Cornus sericea	Kelsey Dogwood	5	4'
M	Cotoneaster dammeri or horizontalis	*Coral Beauty or Prostrate Cotoneaster	11	5'
N	Daphne burkwoodii	*Carol Mackie Daphne	1	4'
O	Erica x darleyensis	Mediterranean Pink Heather	5	3'
P	Forsythia x intermedia	*Spring Glory or Lynwood Gold Forsythia	3	4'
Q	Hydrangea macrophylla	*Nikko Blue Hydrangea	2	4'
R	Prunus laurocerasus 'Nana'	*Dwarf English Laurel	22	3'
S	Rhamnus frangula	Fineline or Tallhedge Buckthorn	34	2-3'
T	Rosa	Rose: variety of client's choice	4	2-3'
U	Spiraea x vanhouttei	*Bridal Wreath Spiraea	2	5'
V	Taxus x media or Euonymus japonicus	Hicks Yew or Silver King Euonymus	13	4'
W	Viburnum opulus 'Roseum'	*Eastern Snowball Viburnum	1	6'
X	Viburnum x burkwoodii	Burkwood Viburnum	3	5'
<b>Perennials</b>				
di	Dianthus or Bells	Sweet Williams or English Daisy	3	-
bh	Dicentra	Bleeding Heart	3	-
fe	Fern	Lady Fern	6	-
hos	Hosta	Hosta varieties of client's choice	3	-
ca	Iberis	Candytuft (white) or 'Blue Waterfalls' Serbian Bellflower	5	-
lav	Lavendula	Lavender: any variety	4	-
peo	Paeonia	Peony: variety of client's choice	6	-
hg	Fernisetum	Hamsin Fountain Grass	20	-
bs	Rudbeckia or Helopsis	'Goldsturm' Black Eyed Susan or 'Tuscan Gold' False Sunflower	2	-
pb	Perennials for bees: Salvia, Geranium, Beebalm, Pincushion Flower, Black Eyed Susan, or Echinacea		8	-
sh	Shade Perennials: Heuchera, Anemone, Lady's Mantle, Christmas Rose		21	-



Low shrubs

No Tree

cut curbs 10'





# Planning Commission Staff Report May 18, 2023

## Item 2: Special Exception – Main Building Height

Public Hearing: Yes  
Application No.: M-4-23  
Property Address: 1026 Water Turn Drive  
General Plan Designation: LDR (Low Density Residential)  
Zoning Designation: LR- F (Large Residential – Foothill)  
Area: 0.43 Acres  
Number of Lots: 1  
Property Owner: Zach and Karli Johnson  
Agent: Zach and Karli Johnson

Request: *Applicant is requesting approval for a special exception regarding main building height at 1026 Water Turn Drive.*

### **Background Information**

The applicant is requesting a special exception to exceed the maximum building height for a main building. The maximum building height is 27 feet tall. In cases where there is a grade change of more than 10 feet from the short side of the home to the tall side, such as in certain cases in the foothill overlay zone, an additional ten feet may be allowed on the tall side. This is better shown in supplemental information 2. This would provide a maximum building height of 37 feet. The applicant would like to exceed the 37 feet maximum on the tall side to 39 feet. Main building heights special exceptions are allowed to be considered by 11-3-045 B, this section allows the planning commission to consider up to 20% of the prescribed height requirement which would permit as much as an additional 7 feet. The applicant only requires an additional 2 feet of building height which falls within the allowed parameters of consideration.

Standards for approval of a Special Exception are found in 11-3-045 E:

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.*

**Suggested Motion**

Move that the Planning Commission approve the special exception for an additional main building height up to 39 feet for the proposed home at 1026 Water Turn Drive subject to all Farmington City ordinances and development standards.

**Findings for Approval:**

1. The home is setback approximately 120 feet from the rear property line, and would not impede the view or impose on the rear neighbor's home or yard.
2. The front (short side) of the home would not look significantly different than similar homes in the area. The shortest point is approximately 20 feet tall.

**Supplemental Information**

1. Vicinity Map
2. Building height diagram
3. Letter from applicant
4. Site plan and elevations







May 8, 2023

We would like an exception approved for the height of our home. The existing plans were created to most efficiently fit the great elevation changes of the lot. The outcome of this has made our roof line 2 feet over the height maximum in the back of the home. It sits at 39 feet instead of 37 feet. It is only an issue along the back of the house and the back southwest corner. There are no homes close to the back of our home, so this height will not be impeding anyone's view. From the curb, the home also won't look excessively too tall. It will appear as a one story home from the curb. Even if the home was redesigned to be 37 feet, the roof line from the view from the curb would still be placed exactly the same. Instead of rearranging the entire home design, we would like an exception to keep it as is at 39 feet. We feel it is such a minor difference that is inconsequential to surrounding houses and to the overall aesthetics of the neighborhood.

Zach and Karli Johnson

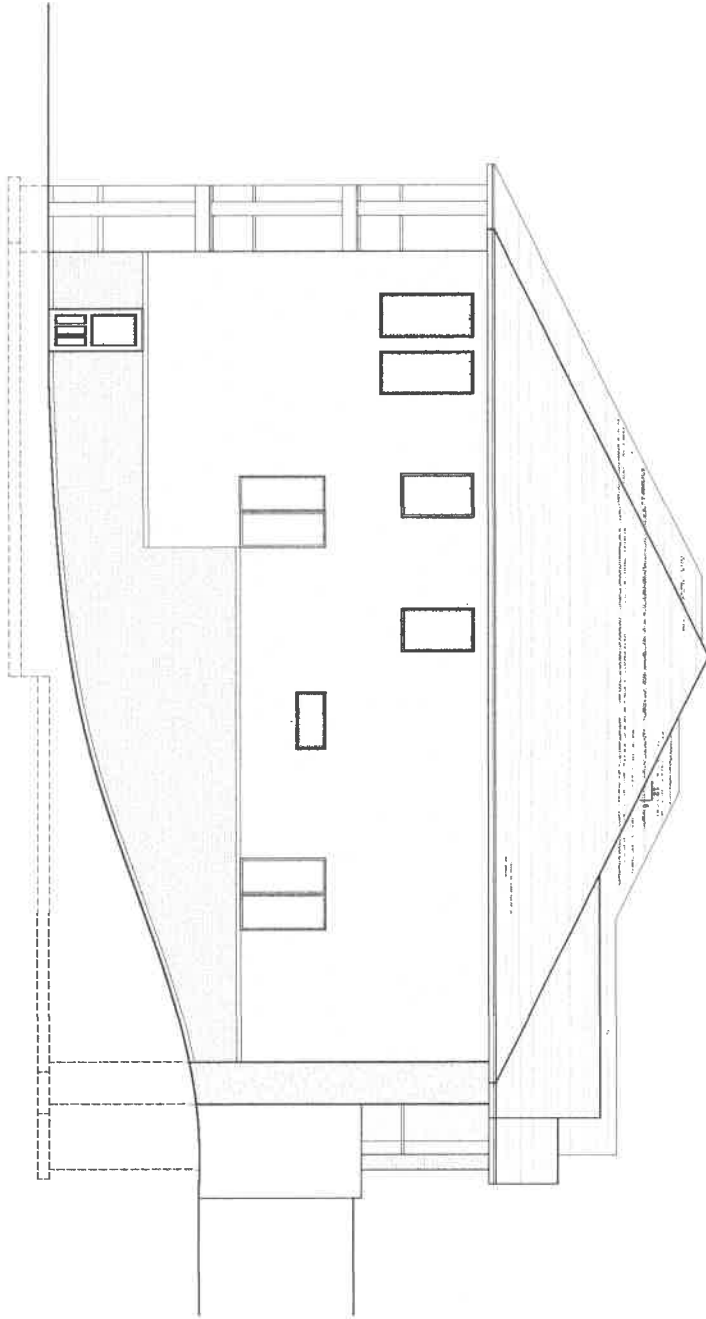












SIDE ELEVATION  
SCALE: 1/4" = 1'-0"

- NOTES**
1. FABRICATE ALL WINDOW AND DOOR SILLINGS AND CASINGS AS PER MANUFACTURER'S INSTRUCTIONS.
  2. PAINT ALL EXTERIOR SURFACES WITH SILL PAINT FABRICATION.

A-6

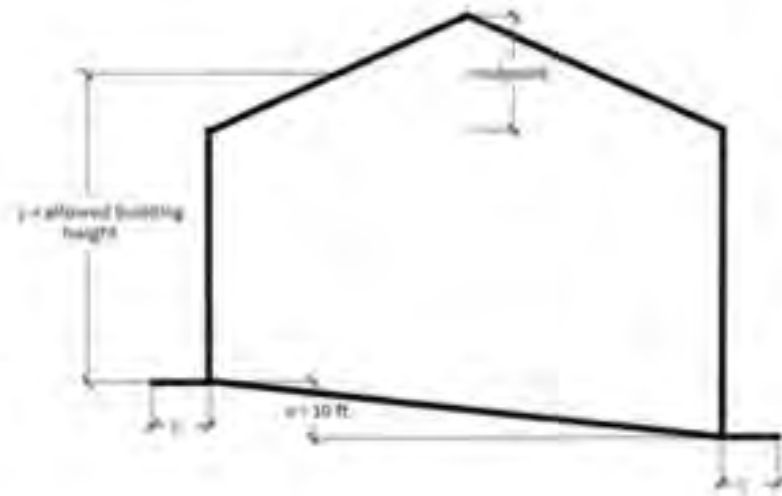
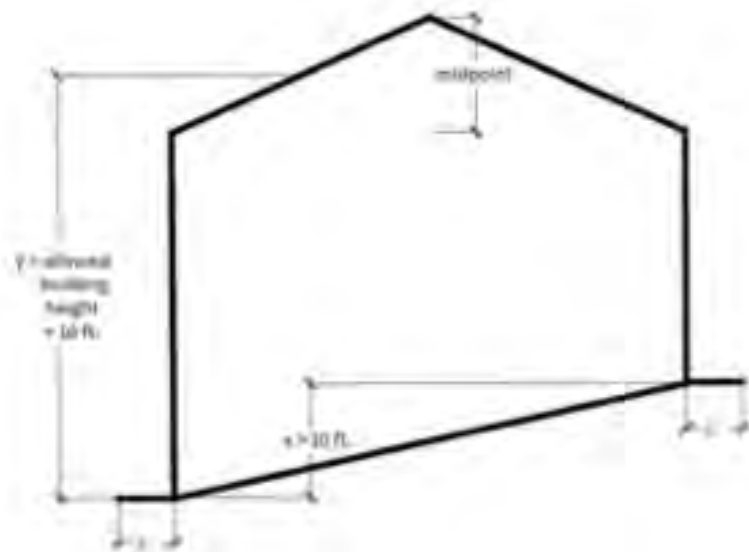
**JOHNSON RESIDENCE**  
1026 WATER TURN DRIVE  
FARMINGTON, UTAH  
**BUILDING ELEVATIONS**

IT IS SOLEMNLY FOR THE GENERAL CONTRACTOR TO UNDERSTAND THAT IT IS HEREBY RELEASED FROM LIABILITY TO BE BOUND BY THIS PROJECT'S CONSTRUCTION IN FULL COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL ORDINANCES. THE DRAWING IS NOT A CONTRACT. ALL MATERIALS, COORDINATIONS, AND CONDITIONS, THIS DRAWING DOES NOT REPRESENT THE DESIGNER'S INTENT. THE DESIGNER'S INTENT IS TO BE DETERMINED BY THE GENERAL CONTRACTOR. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY APPROVALS FROM ALL APPLICABLE AGENCIES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM ALL APPLICABLE AGENCIES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM ALL APPLICABLE AGENCIES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM ALL APPLICABLE AGENCIES.

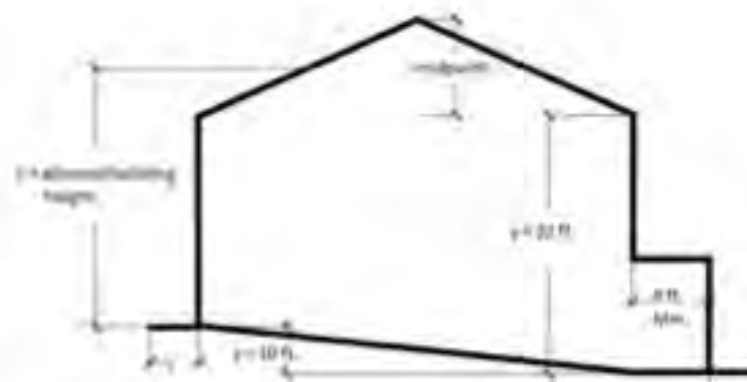
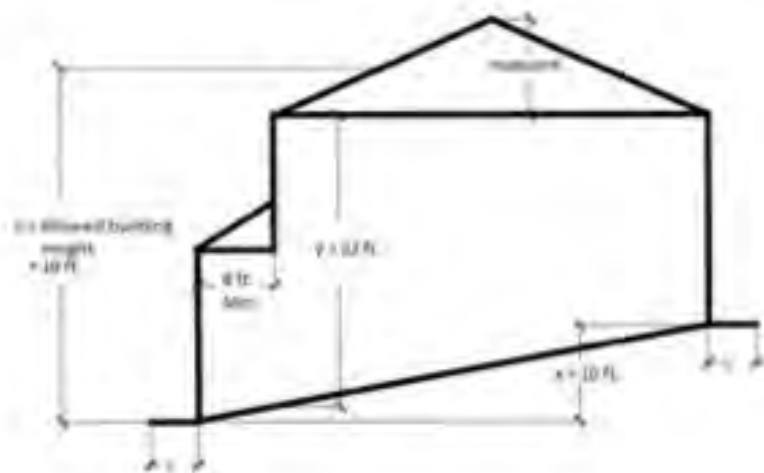
ARCHITECT  
RICHARD J. BROWN, AIA

ENGINEER  
RICHARD J. BROWN, AIA

## Subsection A Example



## Subsection A and B Example





## Planning Commission Staff Report May 18, 2023

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### Item 8: Hess Farms Subdivision – Preliminary Plat

Public Hearing:	No
Application No.:	S-3-22 and Z-1-22
Property Address:	Approximately 900 N Highway 89 (Parcel 08-052-0262)
General Plan Designation:	CMU (Commercial Mixed Use)
Zoning Designation:	CMU (Commercial Mixed Use)
Area:	10 Acres
Number of Lots:	70
Property Owner:	Wright Development Group (WDG Park Lane, LLC)
Agent:	Thomas Hunt and Logan Johnson

Request: *Applicant is requesting preliminary plat approval for the Hess Farms Subdivision.*

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#### **Background Information**

Hess Farms Subdivision is located at approximately 900 N Highway 89 on Parcel 08-052-0262. The 10 acre parcel was approved for the CMU zoning district by the City Council in January of this year where a development agreement was entered into allowing the developer a maximum of 69 residential units as long as the property west of 700 West street is developed commercial and the 700 West Street and Lagoon Drive roads are completed as shown in that schematic plan. In total the project includes 62 three-bedroom townhome units and 7 single bedroom units and a commercial lot consistent with the agreement..

The residential project would complete the connection of the north part of Lagoon Drive to the highway 89 frontage road and provides for a completion of the connection of 700 West Street to Lagoon Drive. Apart from 700 West and Lagoon Drive, the development would be served by private streets and homes are platted on individual lots for the option of owner occupancy.

Another 2.69 acres is being set aside for commercial use. A concept has been provided as part of the development agreement for 2 story offices. The development agreement was approved by the City Council on January 3, 2023, as well as the schematic subdivision plan together with the CMU zone. The development agreement is included as supplemental information 2.

Preliminary Plat is the intermediate step in Farmington’s subdivision process. It is preceded by Schematic Subdivision Plan and, if approved, will be followed by Final Plat, which also requires Planning Commission approval.

The Development Review Committee has looked more detailed plans and additional information since the schematic plan was approved and has found the Preliminary Plat ready for the Planning Commission's consideration.

**Suggested Motion**

Motion to approve the preliminary plat for Hess Farms Subdivision, with the condition that the applicant must address all remaining DRC comments.

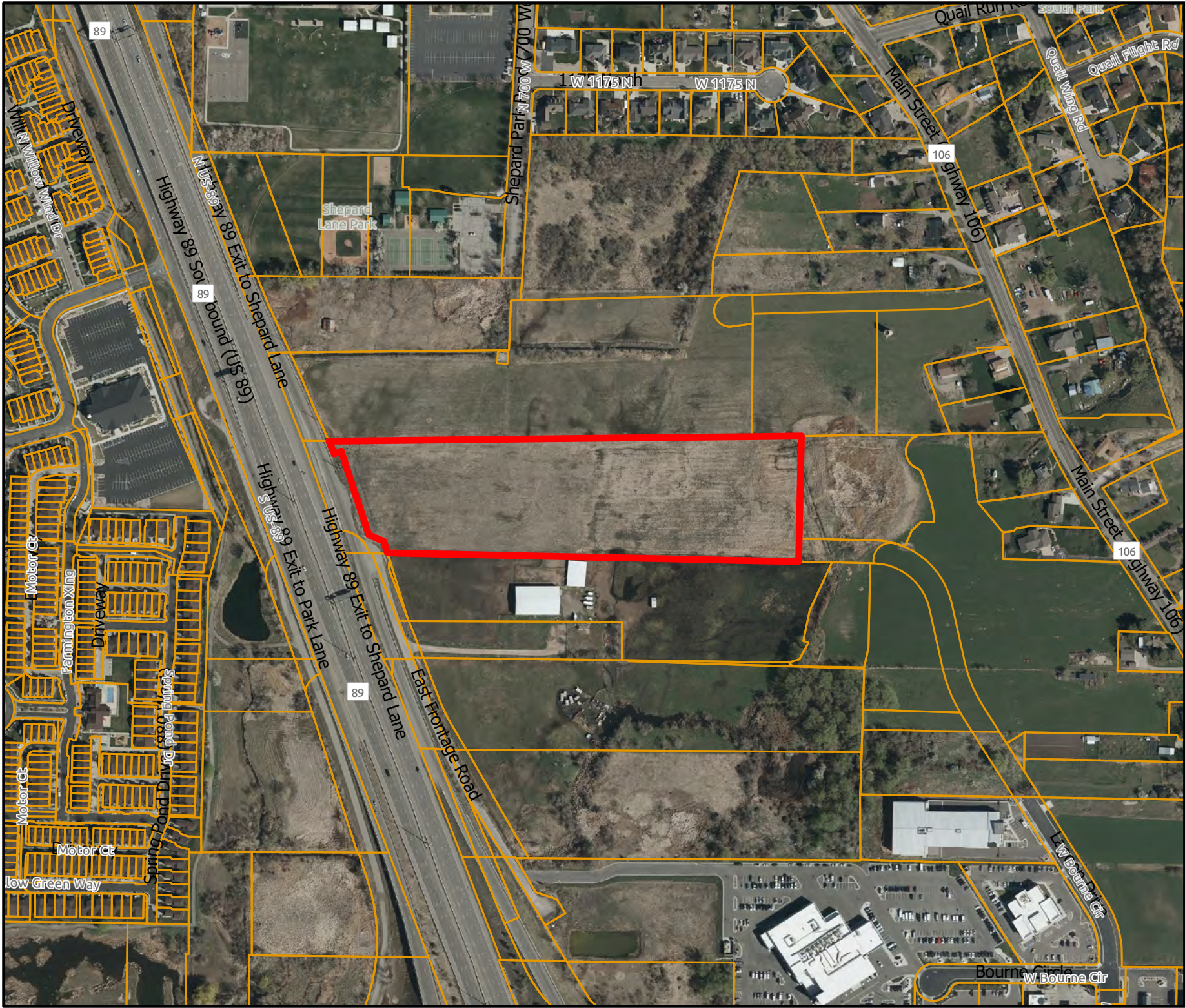
**Findings for Approval:**

1. The schematic subdivision plan with the assurances of the provided development agreement create a development that is consistent with the East Park Lane small area plan and the requested CMU zoning district.
2. While the project does include units intended to offer housing for moderate income households, the included condition assures compliance with FCC 11-19-035. The Council is satisfied with this compliance as seen from its approval on January 3, 2023.
3. The Development Agreement has been approved by the City Council.

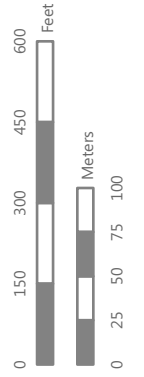
**Supplemental Information**

1. Vicinity Map
2. Developers Obligations from Development Agreement
3. Subdivision Plat
4. Landscape plan
5. Building Elevations





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**  
Hess Farms Subdivision





a) **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

b) **Property Affected by this Agreement.** The legal description of the Property contained within the Project boundaries to which the Agreement applies is attached as Exhibit A and incorporated by reference.

c) **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, Developer agrees that any development of the Property shall comply with city ordinances in existence on the date of execution of this Agreement. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances.

d) **Developer Obligations.** Developer agrees to the following provisions as a condition for being granted the zoning approval sought:

e) **Commercial Building Height.** The commercial buildings shall be at least two (2) stories in height.

f) **Lagoon Drive Connection.** Developer shall be responsible to construct a connection between the Project and existing Lagoon Drive to the East of the Property and connect it to Highway 89, in order to accomplish the circulation plan submitted to the City. The construction shall meet all City standards and specifications for right-of-way and shall be constructed and accepted by the City prior to the occupancy of the thirty-first (31<sup>st</sup>) residential unit within the Project. Developer shall be solely responsible for all costs incurred to construct Lagoon Drive as a 60' ROW. The city shall be responsible for all costs to increase the size of Lagoon Drive from a 60' ROW to a 66' ROW. The City may reject or hold occupancy to any remaining units until that connection is constructed as provided in this Agreement. Developer asserts and the City relies upon the assertion that the property on which the connection is to be constructed is within the control of the Developer or its affiliates.

g) **700 West Connection.** Developer shall be responsible to construct a connection between the Project and existing 700 West to the North of the Property, in order to accomplish the circulation plan submitted to the City. The construction shall meet all City standards any specifications for right-of-way. Developer shall be solely responsible for all costs incurred to construction 700 West as a 55' ROW. The city shall be responsible for all costs to increase the size of 700 West from a 55' ROW to a 60' ROW. Developer asserts and the City relies upon the assertion that the property on which the connection is to be constructed within the control of the Developer or its affiliates.

h) **Conformance to Submittals.** Construction of the Project shall be substantially similar to the elevations and drawings provided to the City by the Developer in its subdivision application, and shall comply with all other applicable Farmington City Municipal codes. The drawings are attached as "Exhibit B" and incorporated by this reference.

i) Private Road Connection to 700 West. Developer agrees that the private road to be built within the Project shall connect to the East side of 700 West as depicted in Exhibit B. Developer acknowledges that this is an essential component to the safety of the residential units by providing a second fire apparatus access road connection, as required by International Fire Code, for the townhomes. As a result, the private road within the Project shall be connected to 700 West prior the occupancy of the thirty-first (31<sup>st</sup>) residential unit, and the City may reject or hold occupancy to any remaining units until that connection is constructed as provided in this Agreement.

j) Utility Lines. An 8” water line in Lagoon Drive is required to service the Project. However, City requires that a 12” water line be installed in order to service additional property owners through the city. As a result, Developer shall be responsible for the costs to install an 8” water line in Lagoon Drive and City shall be responsible for the costs to upgrade the water line from an 8” to a 12” line.

k) Wetlands Mitigation. 0.5 acres of wetlands must be filled to construct Lagoon Drive. The Army Corp has approved this action, on the condition that 1 acre of mitigation be purchased. The City will reimburse the Developer the amount of ten percent (10%) of the cost of the purchase of wetland mitigation credits from Machine Lake, due to the increased width of Lagoon Drive that is being required by the City. The reimbursement will be realized through credits toward the transportation impact fee assessed against the Project.

l) Commercial Development on Western Portion of Parcel. Developer agrees that all uses to the West of 700 West will be commercial in nature and not residential, as designated in Exhibit B.

m) City Obligations. City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City, and to provide standard municipal services to the Project. The City shall provide all public services to the Project, with the exception of secondary water and sewer, and to maintain the public improvements, including roads, intended to be public upon dedication to the City and acceptance in writing by the City; provided, however, that the City shall not be required to maintain any privately-owned areas or improvements that are required to be maintained by a private party or a homeowner’s association in the Project.

n) Minimum Lot Standards.

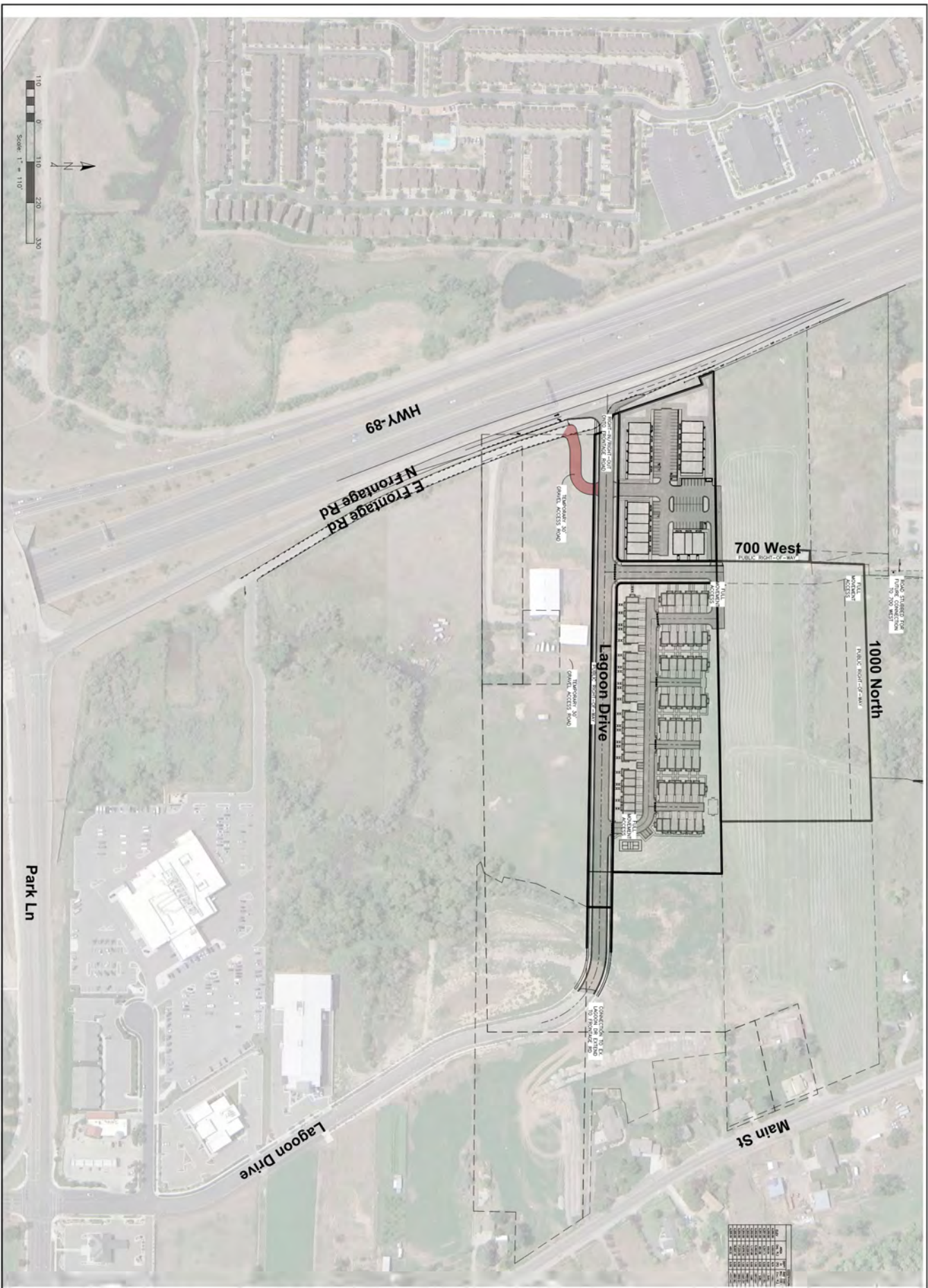
o) Density. The maximum number of residential units in the Project is sixty-nine (69) units.

p) Common Space. The Project contains approximately 34.2% landscaping, which shall be installed in accordance with City codes, standards and specifications.

q) Layout, Circulation, Connectivity. The layout and circulation of the Project, as submitted by the Developer in the Circulation Plan that accompanied the subdivision application, is hereby accepted by the City, and the Project shall substantially conform to that plan. The circulation plan is included in “Exhibit B.”







SHEET	7
SHEETS	15

PROJECT INFO:  
 Engineer: J. HUNT  
 Engineer: J. HUNT  
 Scott Hunt, J. Hunt  
 3/27/2022  
 Hunt - Mass Forms



Revised	By	Date

## Circulation Plan

**Hess Farms Subdivision**  
 NORTH 1/2, SEC 15, T3N, R1W, S16W  
 FARMINGTON, DAVIS COUNTY, UTAH

**H HUNT**  
 ENGINEERING, LLC  
 HUNT ENGINEERING, LLC  
 6619 Willow Creek Rd.  
 Mountain Green, UT 84050  
 C. 801.664.4724  
 thomas.hunt@hunt-engineering.com





























HESS FARMS TOWNHOMES & COMMERCIAL

FARMINGTON, UT  
NOVEMBER 8, 2022

**SHEET INDEX**  
 1 6-PLEX A ELEVATIONS  
 2 6-PLEX B ELEVATIONS  
 3 5-PLEX ELEVATIONS  
 4 COMMERCIAL ELEVATIONS







T.O. RIDGE  
137' - 5"  
AVG. ROOF HEIGHT  
134' - 4"  
ROOF BEARING  
129' - 10 1/2"  
LEVEL 3  
120' - 9 1/2"  
LEVEL 2  
110' - 1 3/4"  
LEVEL 1  
100' - 0"

4 SIDE ELEVATION  
1/8" = 1'-0"



T.O. RIDGE  
137' - 5"  
AVG. ROOF HEIGHT  
134' - 4"  
ROOF BEARING  
129' - 10 1/2"  
LEVEL 3  
120' - 9 1/2"  
LEVEL 2  
110' - 1 3/4"  
LEVEL 1  
100' - 0"

3 FRONT ELEVATION  
1/8" = 1'-0"



T.O. RIDGE  
137' - 5"  
AVG. ROOF HEIGHT  
134' - 4"  
ROOF BEARING  
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2 SIDE ELEVATION  
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137' - 5"  
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LEVEL 2  
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LEVEL 1  
100' - 0"

1 REAR ELEVATION  
1/8" = 1'-0"

MATERIAL LEGEND			
CODE	MATERIAL	STYLE	COLOR/FINISH
M-1	MASONRY - STONE	EL DORADO	SILVER LINING
S-1	HORIZONTAL LAP SIDING	JAMES HARDIE - HARDIE PLANK	WHITE
S-2	HORIZONTAL LAP SIDING	JAMES HARDIE - HARDIE PLANK	LIGHT GRAY
S-3	BOARD & BATT SIDING	JAMES HARDIE - HARDIE PANEL	DARK GRAY
S-4	SHAKE SIDING	JAMES HARDIE - HARDIE SHINGLE SIDING	WHITE
S-5	SHAKE SIDING	JAMES HARDIE - HARDIE SHINGLE SIDING	LIGHT GRAY
T-1	TRIM	JAMES HARDIE - HARDIE TRIM	EXTRA WHITE

HESS FARMS TOWNHOMES & COMMERCIAL





MATERIAL LEGEND			
CODE	MATERIAL	STYLE	COLOR/FINISH
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T-1	TRIM	JAMES HARDIE - HARDIE TRIM	EXTRA WHITE

HESS FARMS TOWNHOMES & COMMERCIAL

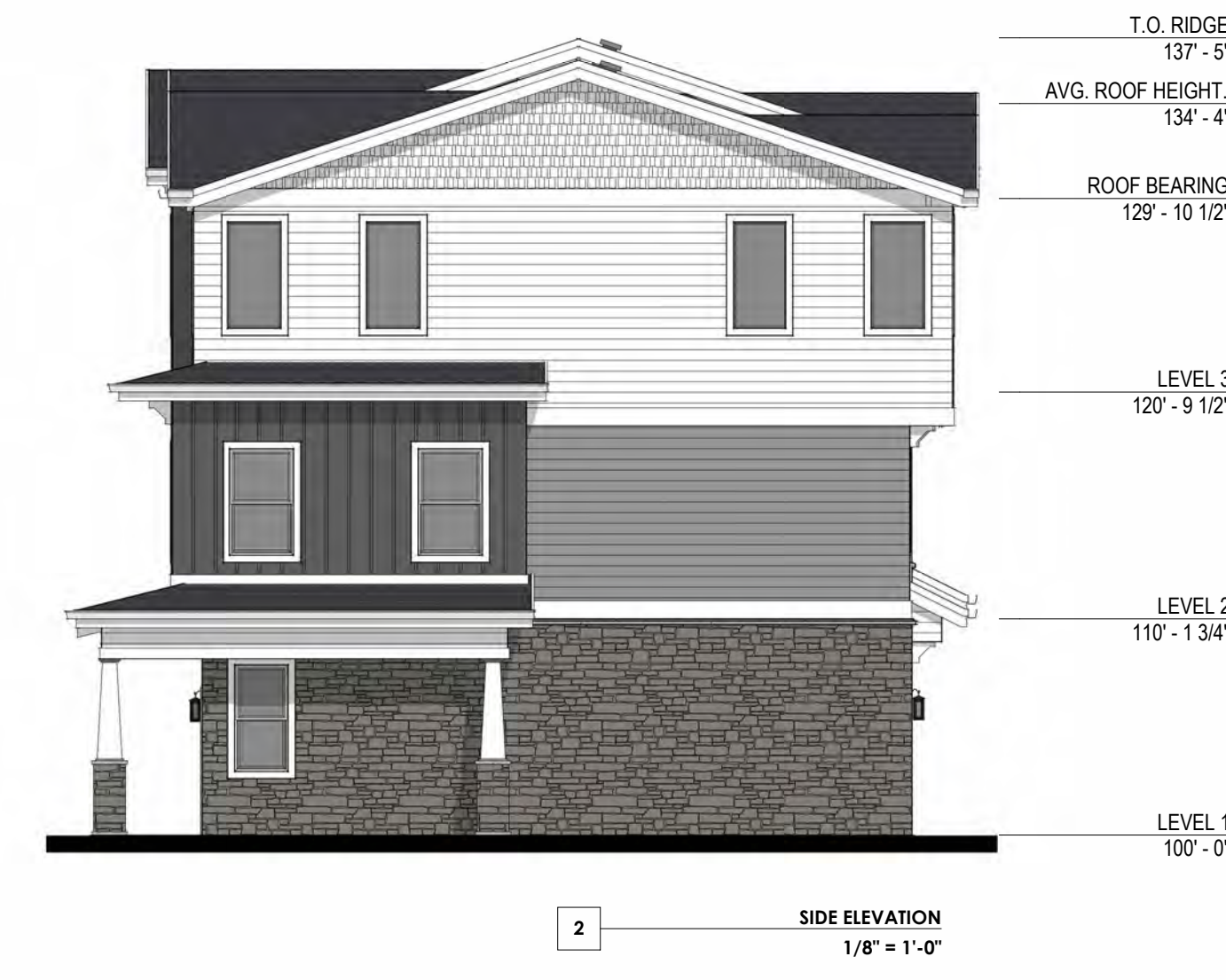




4 SIDE ELEVATION  
1/8" = 1'-0"



3 FRONT ELEVATION  
1/8" = 1'-0"



2 SIDE ELEVATION  
1/8" = 1'-0"



1 REAR ELEVATION  
1/8" = 1'-0"

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HESS FARMS TOWNHOMES & COMMERCIAL



When Recorded Mail to:  
Farmington City Attorney  
160 S. Main Street  
Farmington, UT 84025

E 3520759 B 8211 P 147-188  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
03/13/2023 10:25 AM  
FEE \$0.00 Pgs: 42  
DEP RTT REC'D FOR FARMINGTON CITY  
CORP

**DEVELOPMENT AGREEMENT**  
**FOR THE**  
**HESS FARMS SUBDIVISION**

**THIS DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the 10 day of March, 2023, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **WDG PARK LANE, LLC**, a Utah limited liability company, hereinafter referred to as the "Developer."

**RECITALS:**

A. Developer owns approximately ten (10) acres of land located within the City, which property is more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property").

B. Developer desires to develop a project on the Property to be known as the Hess Farms Subdivision (the "Project"). Developer has submitted an application to the City seeking approval of a zone change to Commercial Mixed Use (CMU) in accordance with the City's Laws.

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

D. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to or in lieu of those contained in the City's Laws. This Agreement is wholly contingent upon the approval of that zoning application.

**AGREEMENT**

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



a) **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

b) **Property Affected by this Agreement.** The legal description of the Property contained within the Project boundaries to which the Agreement applies is attached as Exhibit A and incorporated by reference.

c) **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, Developer agrees that any development of the Property shall comply with city ordinances in existence on the date of execution of this Agreement. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances.

d) **Developer Obligations.** Developer agrees to the following provisions as a condition for being granted the zoning approval sought:

e) **Commercial Building Height.** The commercial buildings shall be at least two (2) stories in height.

f) **Lagoon Drive Connection.** Developer shall be responsible to construct a connection between the Project and existing Lagoon Drive to the East of the Property and connect it to Highway 89, in order to accomplish the circulation plan submitted to the City. The construction shall meet all City standards and specifications for right-of-way and shall be constructed and accepted by the City prior to the occupancy of the thirty-first (31<sup>st</sup>) residential unit within the Project. Developer shall be solely responsible for all costs incurred to construct Lagoon Drive as a 60' ROW. The city shall be responsible for all costs to increase the size of Lagoon Drive from a 60' ROW to a 66' ROW. The City may reject or hold occupancy to any remaining units until that connection is constructed as provided in this Agreement. Developer asserts and the City relies upon the assertion that the property on which the connection is to be constructed is within the control of the Developer or its affiliates.

g) **700 West Connection.** Developer shall be responsible to construct a connection between the Project and existing 700 West to the North of the Property, in order to accomplish the circulation plan submitted to the City. The construction shall meet all City standards any specifications for right-of-way. Developer shall be solely responsible for all costs incurred to construction 700 West as a 55' ROW. The city shall be responsible for all costs to increase the size of 700 West from a 55' ROW to a 60' ROW. Developer asserts and the City relies upon the assertion that the property on which the connection is to be constructed within the control of the Developer or its affiliates.

h) **Conformance to Submittals.** Construction of the Project shall be substantially similar to the elevations and drawings provided to the City by the Developer in its subdivision application, and shall comply with all other applicable Farmington City Municipal codes. The drawings are attached as "Exhibit B" and incorporated by this reference.

i) Private Road Connection to 700 West. Developer agrees that the private road to be built within the Project shall connect to the East side of 700 West as depicted in Exhibit B. Developer acknowledges that this is an essential component to the safety of the residential units by providing a second fire apparatus access road connection, as required by International Fire Code, for the townhomes. As a result, the private road within the Project shall be connected to 700 West prior the occupancy of the thirty-first (31<sup>st</sup>) residential unit, and the City may reject or hold occupancy to any remaining units until that connection is constructed as provided in this Agreement.

j) Utility Lines. An 8” water line in Lagoon Drive is required to service the Project. However, City requires that a 12” water line be installed in order to service additional property owners through the city. As a result, Developer shall be responsible for the costs to install an 8” water line in Lagoon Drive and City shall be responsible for the costs to upgrade the water line from an 8” to a 12” line.

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l) Commercial Development on Western Portion of Parcel. Developer agrees that all uses to the West of 700 West will be commercial in nature and not residential, as designated in Exhibit B.

m) City Obligations. City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City, and to provide standard municipal services to the Project. The City shall provide all public services to the Project, with the exception of secondary water and sewer, and to maintain the public improvements, including roads, intended to be public upon dedication to the City and acceptance in writing by the City; provided, however, that the City shall not be required to maintain any privately-owned areas or improvements that are required to be maintained by a private party or a homeowner’s association in the Project.

n) Minimum Lot Standards.

o) Density. The maximum number of residential units in the Project is sixty-nine (69) units.

p) Common Space. The Project contains approximately 34.2% landscaping, which shall be installed in accordance with City codes, standards and specifications.

q) Layout, Circulation, Connectivity. The layout and circulation of the Project, as submitted by the Developer in the Circulation Plan that accompanied the subdivision application, is hereby accepted by the City, and the Project shall substantially conform to that plan. The circulation plan is included in “Exhibit B.”



r) **Moderate Income Housing.** The Developer agrees that seven (7) of the residential units shall be designed and constructed as affordable housing units for low to moderate income households.

s) **Payment of Fees.** The Developer shall pay to the City all required fees in a timely manner. Fees shall be paid in those amounts which are applicable at the time of payment of all such fees, pursuant to and consistent with standard City procedures and requirements, adopted by City.

t) **Indemnification and Insurance.** Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than One Million Dollars (\$1,000,000) and naming the City as an additional insured.

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

v) **Assignment.** The Developer shall not assign this Agreement or any rights or interests herein without prior written approval by the City, which shall not be unreasonably withheld and which is intended to assure the financial capability of the assignee. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. The Developer is affirmatively permitted to assign this Agreement to a wholly owned subsidiary under the same parent company.

w) **Homeowner's or Commercial Building Owner's Association.** The Developer warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be maintained by Developer, its agents, a private association of homeowners, building owners, or a combination of the foregoing. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by Developer. The City shall have no maintenance responsibility in relation to the Project and shall only plow and maintain public roads that are designated as public on the plat. This section survives termination under Subsection ii) of this Agreement, unless specifically terminated in writing.

x) **Onsite Improvements.** At the time of final plat recordation for the Project, the Developer shall be responsible for the installation and dedication to the City of onsite water, sewer and storm water drainage improvements sufficient for the development of the Project in accordance with City Code.

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

To Developer: WDG Park Lane, LLC  
Attn: Spencer Wright  
1178 West Legacy Crossing Blvd, Suite 100  
Centerville, UT 84014

To the City: Farmington City  
Attn: City Manager  
160 South Main Street  
Farmington, Utah 84025

z) **Default and Limited Remedies.** In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within sixty (60) days after giving written notice of default, the non-defaulting party shall have the following rights and remedies available at law and in equity, including injunctive relief and specific performance, but excluding the award or recovery of any damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights. In addition, the Parties have the following rights in case of default, which are intended to be cumulative:

aa) The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.

bb) The right to draw upon any security posted or provided in connection with the Project.

cc) The right to terminate this Agreement.

dd) **Agreement to Run with the Land.** This Agreement shall be recorded against the Property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Project.

ee) **Vested Rights.** The City and Developer intend that this Agreement be construed to grant the Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and in addition to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances. By electing to submit a development application under a new future ordinance,



however, Developer shall not be deemed to have waived its right to submit or process other development applications under the City Code that applies as of the effective date of this Agreement.

**ff) Amendment.** The Parties or their successors in interest, may, by written agreement, choose to amend this Agreement at any time. The amendment of the Agreement relating to any substantial rights or obligations shall require the prior approval of the City Council.

**gg) Termination.**

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

**ii)** Upon the completion of all contemplated buildings and improvements identified in this Agreement, including all applicable warranty periods for publicly dedicated infrastructure, and completion of all provisions of Sections d) and m) of this Agreement, the terms of this Agreement shall terminate upon thirty days' written notice to either Party. The non-noticing Party shall, within thirty days of receipt of the notice, provide to the noticing Party its written objection and identify the remaining construction or obligation which has not been fulfilled. Objections to termination under this subsection must be asserted in good faith.

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

**kk) General Terms and Conditions.**

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

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

**nn) Non-Liability of City Officials, Employees and Others.** No officer, representative, agent, or employee of the City shall be personally liable to the Developer, or any successor-in-interest or assignee of the Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

**oo) Referendum or Challenge.** Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including zone changes. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge against the underlying zone change is successful. In such case, this Agreement is void at inception.

**pp) Ethical Standards.** The Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.

**qq) No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.

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

**ss) Integration.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

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

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

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

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

**xx) Governing Law & Venue.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second District Court of the State of Utah, Farmington Division.

(Execution on Following Pages)



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

“DEVELOPER”

WDG Park Lane, LLC

Spencer Wright, Manager  
Print Name & Office

*Spencer Wright*  
Signature

STATE OF UTAH                    )  
  : ss.  
COUNTY OF Davis            )

On this 10<sup>th</sup> day of March, 2023, personally appeared before me, Spencer Wright, who being by me duly sworn, did say that they are the manager of WDG Park Lane, LLC, a Utah Limited Liability Company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledgment to me that said limited liability executed the same.




*Jadelyn Grace Myers*  
Notary Public

FARMINGTON CITY

By   
Brett Anderson, Mayor

Attest:


  
DeAnn Carlile  
City Recorder

STATE OF UTAH            )  
                                      : ss.  
COUNTY OF DAVIS        )

On this 13<sup>th</sup> day of march, 2023, personally appeared before me, Brett Anderson, who being by me duly sworn, did say that he is the Mayor of Farmington City, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of the City for the purposes therein stated.

  
Notary Public

Approved as to Form:

  
Paul H. Roberts  
City Attorney



**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

BEG AT A PT ON THE E R/W LINE OF THE E FRONTAGE ROAD SD PT ALSO THE SAME POB AS CONT IN THAT CERTAIN BNDRY LINE AGMT RECORDED 06/24/2019 AS ENTRY NO. 3168113 IN BK 7290 AT PAGES 1284-1293, BEING S 89°52'45" W ALG THE 1/4 SEC LINE 696.296 FT & N 306.014 FT FR THE CENTER OF SEC 13-T3N-R1W, SLB&M; & RUN TH ALG SD E R/W LINE THE FOLLOWING FIVE (5) COURSES & ALG SD BNDRY LINE AGMT THE FOLLOWING TWELVE (12) COURSES: N 17°29'15" W 34.201 FT; TH N 68°05'24" W 46.98 FT; TH N 18°42'27" W 254.22 FT; TH S 67°50'41" W 20.91 FT; TH N 22°16'23" W 40.35 FT TO AN EXIST FENCE LINE: TH STILL ALG SD BNDRY LINE AGMT & AN EXIST FENCE LINE N 89°01'29" E 84.14 FT; TH N 88°07'28" E 79.917 FT; TH N 89°09'21" E 337.547 FT; TH N 89°07'31" E 284.95 FT; TH N 88°45'34" E 267.389 FT; TH N 89°31'30" E 164.276 FT TO THE SW COR OF NORTH MAIN STREET CHURCH SUB RECORDED 07/02/2009 AS ENTRY NO. 2464628 IN BK 4810 AT PG 426; TH N 88°47'01" E ALG THE S OF SD SUB 141.48 FT; TH S 00°52'45" W 362.13 FT TO THE S LINE OF THAT COMMON LINE AS DESC IN SD BNDRY LINE AGMT; TH N 89°07'15" W ALG SD BNDRY LINE AGMT 1184.00 FT TO THE POB. THE NAD83 ROTATION IS 00°21'15" CLOCKWISE.

CONT. 9.99029 ACRES.



**EXHIBIT B**  
**SITE PLAN & ASSOCIATED DOCUMENTS**

# Hess Farms Subdivision

## Concept Plan Set

LOCATED IN THE NORTH 1/2 OF SECTION 13, TOWNSHIP 3 NORTH,  
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN  
FARMINGTON CITY, DAVIS COUNTY, UTAH  
MAY 2022

**Project Narratives/Revision**  
1. 01/16/2022 TH - SUBMITAL FOR FIRST REVIEW  
2. 05/03/2022 TH - CITY COMMENTS DATED 2/4/2022.

**AGENCY CONTACTS:**

**PLANNING:**  
Farmington City Planning Department  
100 S Main  
Farmington, UT 84025  
Phone: (801) 451-2383

**SEWER DISTRICT:**

Central Davis Sewer District  
2200 S Sunset Dr,  
Kaysville, UT 84037  
Phone: (801) 451-2190

**POWER COMPANY:**

Rocky Mountain Power  
Central Utah Service Center  
Phone: (801) 546-1235

**TELEPHONE COMPANY:**

Century Link  
Customer Service Line  
Phone: (801) 603-6000

**FIRE DEPARTMENT:**

Farmington City Fire Department  
423 N Main  
Farmington, UT 84025  
Phone: (801) 451-2842

**GAS SERVICES:**

Domination Energy  
1140 West 200 South  
Salt Lake City, UT 84104  
Phone: (801) 342-5917



Vicinity Map  
NTS

**Notice To Contractors:**  
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR  
STRUCTURES IS NOT SHOWN ON THESE PLANS. CONTRACTORS SHALL  
BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL  
UTILITIES AND STRUCTURES PRIOR TO ANY CONSTRUCTION. ANY  
ADJUSTMENT CAN BE MADE IF ANY CONFLICT/DISCREPANCIES ARISE.  
CONTRACTORS SHALL BE RESPONSIBLE FOR NOTIFYING THE CITY OF ANY  
CONFLICTS. CONTRACTORS ARE REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE  
PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT  
SHOWN ON THESE PLANS.



**Hess Farms Subdivision**

NORTH 1/2, SEC 13, T3N, R1W, S18E  
FARMINGTON, DAVIS COUNTY, UTAH

HUNT ENGINEERING, LLC  
C. 801.864.4734  
Mountain Green, UT 84050  
8819 Willow Creek Rd,  
Farmington, UT 84025  
thomas.hunt@hunt-engineering.com

**Cover Sheet**

Number	Date

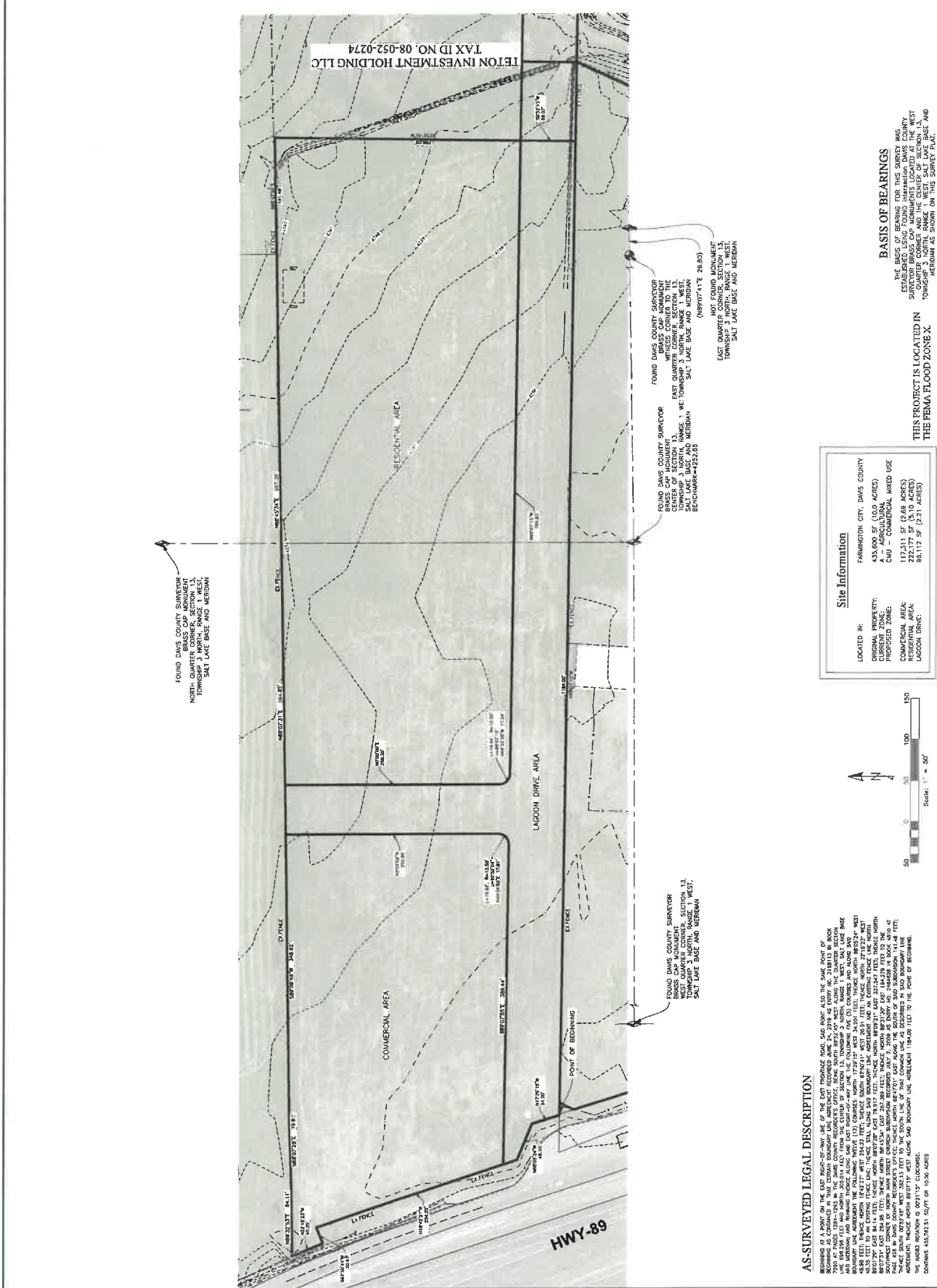


**PROJECT INFO:**  
Engineer: T. HUNT  
Drafter: T. HUNT  
Sheet Date: 05/22/2022  
Revised: \_\_\_\_\_  
Hess Farms

SHEET 1  
10 SHEETS





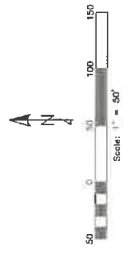


**AS-SURVEYED LEGAL DESCRIPTION**

BEARING IS A POINT ON THE EAST BOUNDARY LINE OF THE EAST PORTION OF SAID SUBDIVISION AND THE SAME POINT OF BEGINNING IS CONTAINED IN THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED JUNE 27, 2018 AS ENTRY NO. 21184112 IN BOOK 100, PAGE 258 AND NORTH 305.241 FEET ALONG THE CENTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN TO THE POINT OF BEGINNING. THE BOUNDARY LINE AGREEMENT THE FOLLOWING: NORTH 127°51'37.10\"/>

**Site Information**

LOCATED IN:	FARMINGTON CITY, DAVIS COUNTY
ORIGINAL PROPERTY:	433,600 SF (10.0 ACRES)
PROPOSED ZONE:	CUU - COMMERCIAL MIXED USE
COMMERCIAL AREA:	112,311 SF (2.56 ACRES)
RESIDENTIAL AREA:	222,177 SF (5.10 ACRES)
LAGOON DRIVE:	85,112 SF (2.31 ACRES)



**BASIS OF BEARINGS**

THE BASIS OF BEARING FOR THIS SURVEY WAS SURVEYOR BRASS CAP MONUMENTS LOCATED AT THE WEST CORNER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AS SHOWN ON THIS SURVEY PLAT.

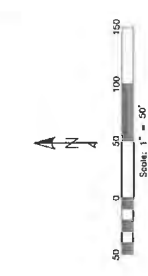
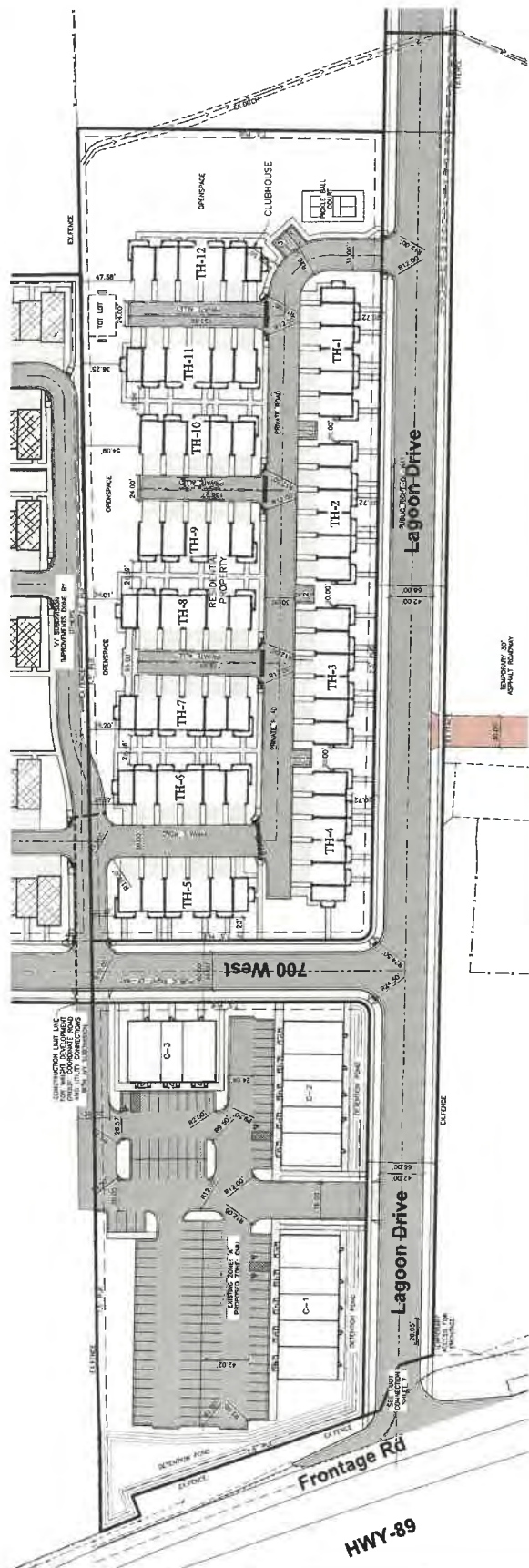
THIS PROJECT IS LOCATED IN THE FEMA FLOOD ZONE.

FOUND DAVIS COUNTY SURVEYOR BRASS CAP MONUMENT TO THE WEST CORNER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (N89°07'41"E 26.80')  
 USE CORNER MONUMENTS IN TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (N89°07'41"E 26.80')

FOUND DAVIS COUNTY SURVEYOR NORTH QUARTER CORNER, SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

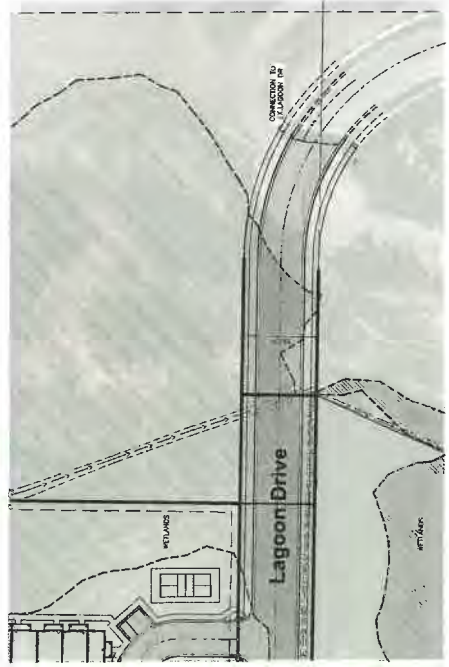


PROJECT INFO:  
 Engineer: T. HUNT  
 Station: T. HUNT  
 Start Date: 02/22/2022  
 Name: Hess Farms



**Site Information**

LOCATED IN:	FARMINGTON CITY, DAVIS COUNTY
ORIGINAL PROPERTY:	436,600 SF (10.0 ACRES)
CURRENT ZONE:	A - AGRICULTURAL
PROPOSED ZONE:	CAU - COMMERCIAL MIXED USE
COMMERCIAL PROPERTY:	117,311 SF (2.69 ACRES)
RESIDENTIAL PROPERTY:	222,177 SF (5.10 ACRES)
LANDSCAPE:	51,900 SF
LANDSCAPE:	33,079 SF (LS RATIO 28%)
LANDSCAPE:	10,000 SF (LS RATIO 2.3%)
LANDSCAPE:	22,177 SF (5.10 ACRES)
LANDSCAPE:	10,000 SF (LS RATIO 2.3%)
LANDSCAPE:	69 UNITS
LANDSCAPE:	10,000 SF (LS RATIO 2.3%)
LANDSCAPE:	13.7 UNITS PER ACRE
LANDSCAPE:	76,670 SF
LANDSCAPE:	86,000 SF (LS RATIO 0.2%)
LANDSCAPE:	79,012 SF (1.81 ACRES)
LANDSCAPE:	19,037 SF (LS RATIO 0.4%)



- NOTES:**
1. TOWNSHIP SWIRE LATRINES ARE 4' POC WITH A MIN. SLOPE OF 2%.
  2. ALL ACCESSORY WATER LINES SHALL BE INSTALLED WITH BACKFLOW PREVENTER.
  3. ALL ACCESSORY WATER LINES SHALL BE INSTALLED WITH BACKFLOW PREVENTER.
  4. ALL LOW CLEARANCE AREAS SHALL BE MARKED WITH RED AND WHITE STRIPES.
  5. ALL TOWNSHIP SWIRE LATRINES SHALL BE SCHEDULED.
  6. ALL TOWNSHIP SWIRE LATRINES SHALL BE SCHEDULED.
  7. ALL TOWNSHIP SWIRE LATRINES SHALL BE SCHEDULED.
  8. ALL TOWNSHIP SWIRE LATRINES SHALL BE SCHEDULED.

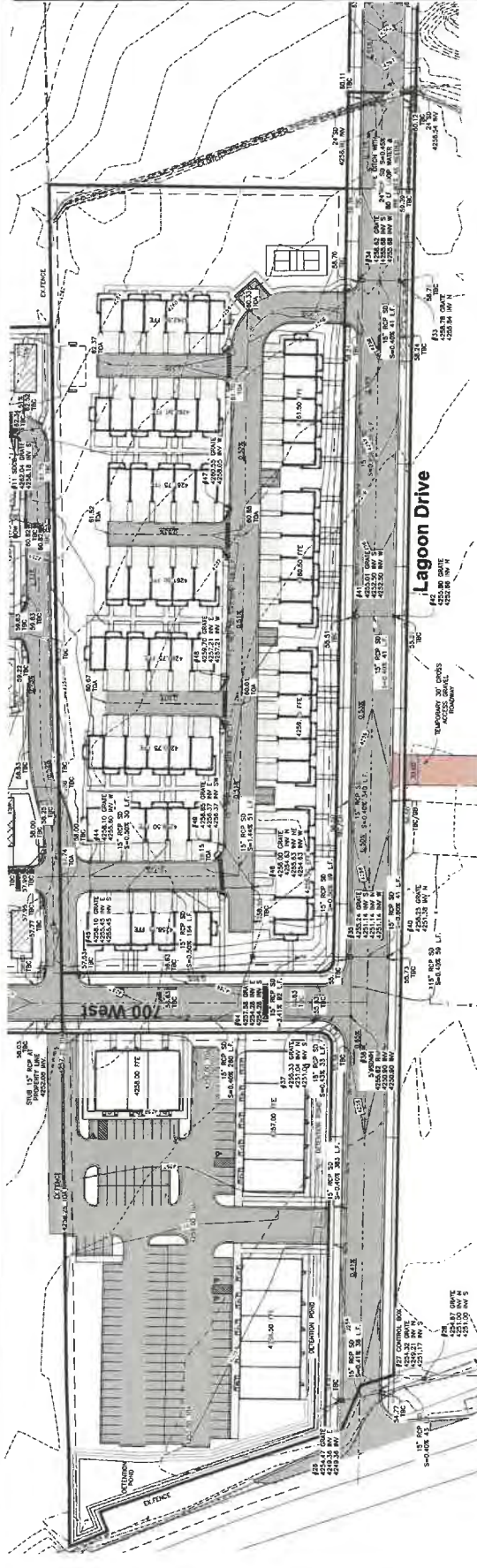


DATE	
REVISION	
DATE	
REVISION	
DATE	
REVISION	



**PROJECT INFO:**  
 Engineer: T. HUNT  
 Staff: [Blank]  
 Name: 5/21/2022  
 Hess Farms

**SHEET 5**  
**10 SHEETS**



**Storm Runoff Calculations**

**Farmington Population**  
 The following table contains data based on the 2010 Census. The population of Farmington is 11,500. The population of the county is 115,000. The population of the state is 2,800,000. The population of the nation is 310,000,000. The population of the world is 6,800,000,000.

Category	Population
City	11,500
County	115,000
State	2,800,000
Nation	310,000,000
World	6,800,000,000

Category	Population
City	11,500
County	115,000
State	2,800,000
Nation	310,000,000
World	6,800,000,000

Category	Population
City	11,500
County	115,000
State	2,800,000
Nation	310,000,000
World	6,800,000,000

Category	Population
City	11,500
County	115,000
State	2,800,000
Nation	310,000,000
World	6,800,000,000

Category	Population
City	11,500
County	115,000
State	2,800,000
Nation	310,000,000
World	6,800,000,000

Category	Population
City	11,500
County	115,000
State	2,800,000
Nation	310,000,000
World	6,800,000,000

Category	Population
City	11,500
County	115,000
State	2,800,000
Nation	310,000,000
World	6,800,000,000

Category	Population
City	11,500
County	115,000
State	2,800,000
Nation	310,000,000
World	6,800,000,000

Category	Population
City	11,500
County	115,000
State	2,800,000
Nation	310,000,000
World	6,800,000,000

Category	Population
City	11,500
County	115,000
State	2,800,000
Nation	310,000,000
World	6,800,000,000

Category	Population
City	11,500
County	115,000
State	2,800,000
Nation	310,000,000
World	6,800,000,000

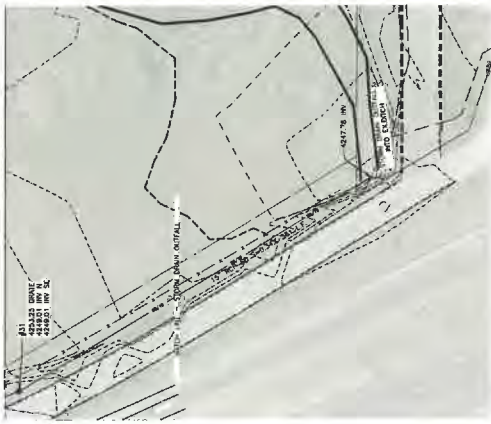
Category	Population
City	11,500
County	115,000
State	2,800,000
Nation	310,000,000
World	6,800,000,000

Category	Population
City	11,500
County	115,000
State	2,800,000
Nation	310,000,000
World	6,800,000,000

Category	Population
City	11,500
County	115,000
State	2,800,000
Nation	310,000,000
World	6,800,000,000

**Site Information**

LOOKED IN:	FARMINGTON CITY, DAVIS COUNTY
ORIGINAL PROPERTY:	435,000 SF (10.0 ACRES)
PROPOSED ZONE:	COMMERCIAL MIXED USE
COMMERCIAL PROPERTY:	177,311 SF (6.06 ACRES)
LANDSCAPE:	21,000 SF
LANDSCAPE:	31,079 SF (0.71 ACRES)
LANDSCAPE:	33,170 SF (0.76 ACRES)
TOTAL UNITS (00,000 SF):	70 UNITS
CLUB HOUSE:	1 UNIT
OFFICE:	1 UNIT
RECREATION:	1 UNIT
LANDSCAPE:	78,670 SF (1.81 ACRES)
LANDSCAPE:	95,102 SF (2.17 ACRES)
LANDSCAPE:	77,075 SF (1.76 ACRES)
LANDSCAPE:	173,257 SF (3.96 ACRES)



**HWY-89**





**HUNT ENGINEERING, LLC**  
 8819 Willow Creek Rd.  
 Mountain Green, UT 84050  
 C. 801.884.4724  
 thomas.hunt@hunt-engineering.com

**Hess Farms Subdivision**

NORTH 1/2, SEC 13, T2N, R1W, S18AN  
 FARMINGTON, DAVIS COUNTY, UTAH

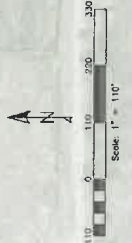
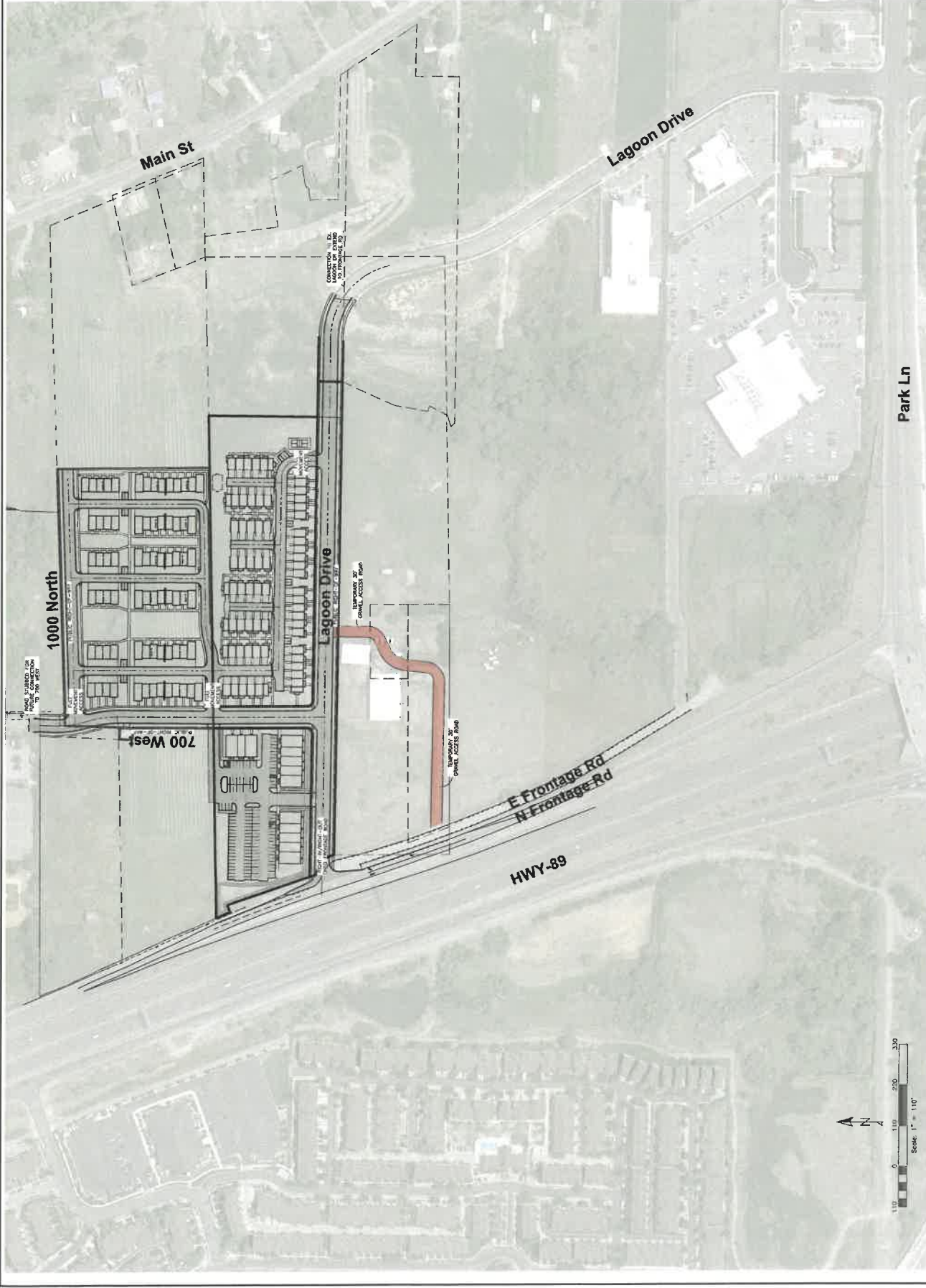
**Circulation Plan**

DATE	
DESCRIPTION	
DESIGNED BY	
CHECKED BY	
APPROVED BY	



PROJECT INFO:  
 Engineer: T. HUNT  
 Project: Hess Farms  
 Date: 5/2/2022  
 Name: Hess Farms

SHEET 7 OF 10  
 SHEETS





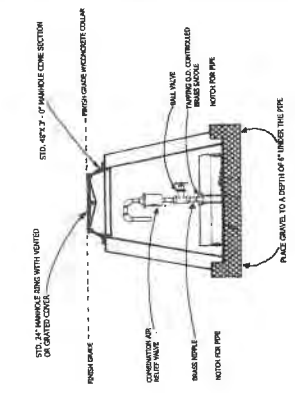


Date:	
Revision:	

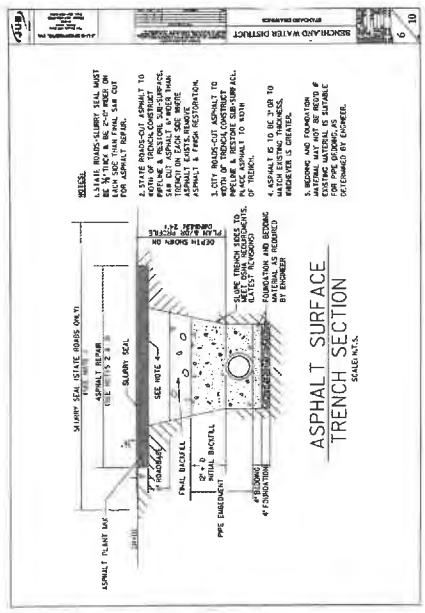


PROJECT INFO:  
 Engineer: T. HUNT  
 Designer: T. HUNT  
 Start Date: 02/22/2012  
 Name: Hess Farms

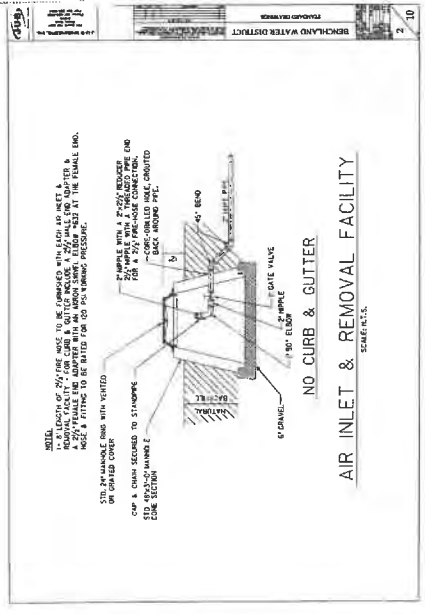
SHEET 9  
 SHEETS 10



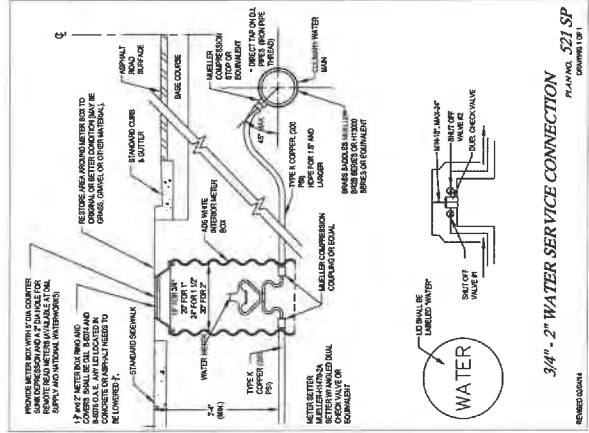
**TYPICAL AIR VALVE STATION**



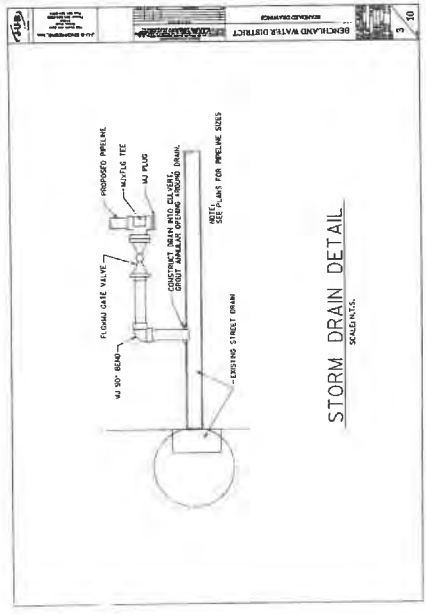
**ASPHALT SURFACE TRENCH SECTION**  
 SCALE: 1/2" = 1'-0"



**AIR INLET & REMOVAL FACILITY**  
 SCALE: 1/2" = 1'-0"



**3/4\"/>
 SCALE: 1/2" = 1'-0"**



**STORM DRAIN DETAIL**  
 SCALE: 1/2" = 1'-0"



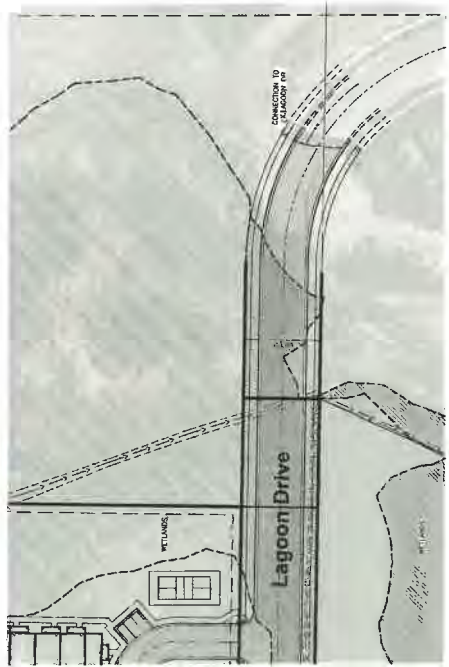
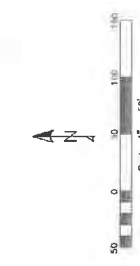
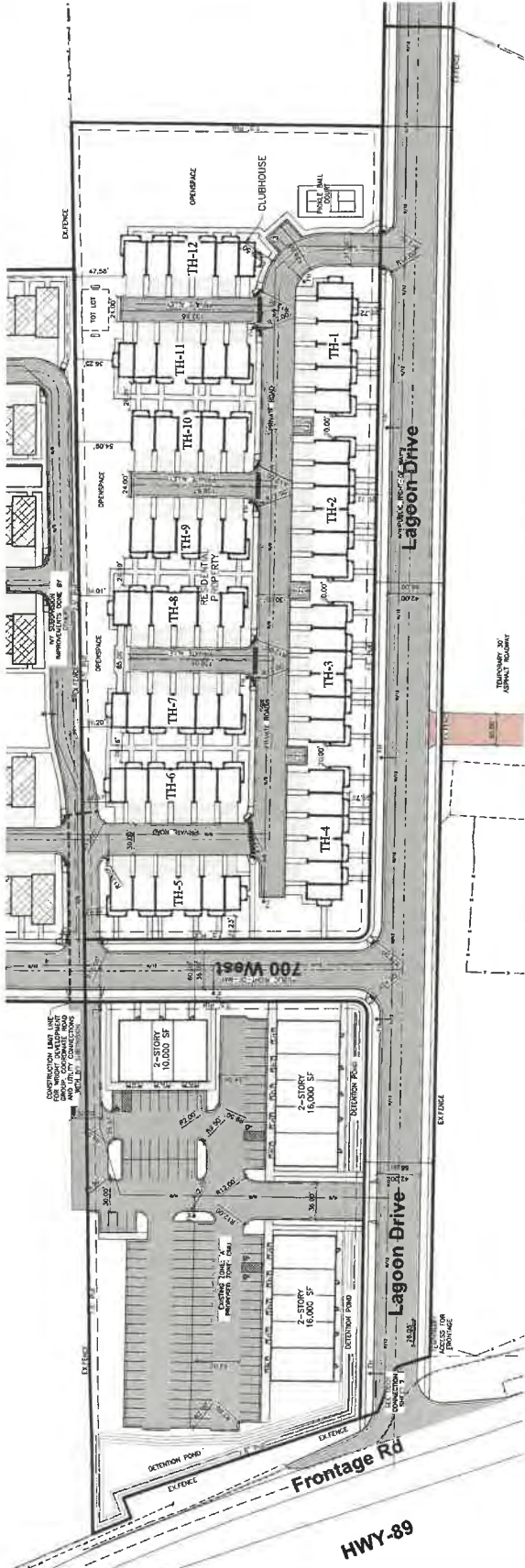


Revisions	Date



**PROJECT INFO:**  
 Engineer: T. HUNT  
 Drafter: T. HUNT  
 Sheet No.: 322/2022  
 Name: Hess Farms

**FD-1**



**Site Information**

<b>LOCATED IN:</b>	FARMINGTON CITY, DAVIS COUNTY
<b>ORIGINAL PROPERTY:</b>	155,830 SF (3.57 ACRES)
<b>CURRENT ZONE:</b>	A - AGRICULTURAL
<b>PROPOSED ZONE:</b>	CMU - COMMERCIAL MIXED USE
<b>COMMERCIAL PROPERTY:</b>	117,311 SF (2.68 ACRES)
<b>LANDSCAPE:</b>	21,600 SF
<b>LANDSCAPE:</b>	33,079 SF (LS RATIO 28%)
<b>OCCUPANCY:</b>	GROUP 8
<b>STORIES:</b>	UP TO 2 STORES ABOVE GRADE
<b>NON-SPRINKLERED:</b>	149
<b>INCLUDE HEIGHT:</b>	33'-0"
<b>AERIAL ACCESS:</b>	N/A
<b>RESIDUAL PROPERTIES:</b>	222,177 SF (5.10 ACRES)
<b>TOWNSHIPS:</b>	TOTAL 70 UNITS (50,403 SF)
<b>1 GARAGE:</b>	52 UNITS
<b>1 BEDROOM:</b>	7 UNITS
<b>OCCUPANCY:</b>	IRC CODE
<b>CONSTRUCTION TYPE:</b>	V-B UNITS ABOVE GRADE
<b>ROOFLINE HEIGHT:</b>	33'-5"
<b>EAVE HEIGHT:</b>	29'-10"
<b>AERIAL ACCESS:</b>	N/A
<b>LANDSCAPE:</b>	76,870 SF (LS RATIO 43%)
<b>HARDSCAPE:</b>	95,102 SF (2.21 ACRES)
<b>LANDSCAPE:</b>	27,215 SF
<b>LANDSCAPE:</b>	18,807 SF (LS RATIO 20%)

**HWY-89**




**HUNT ENGINEERING, LLC**  
 6619 Willow Creek Rd.  
 Mountain Green, UT 84050  
 C. 801.664.4724  
 clomax.burke@hunt-engineering.com

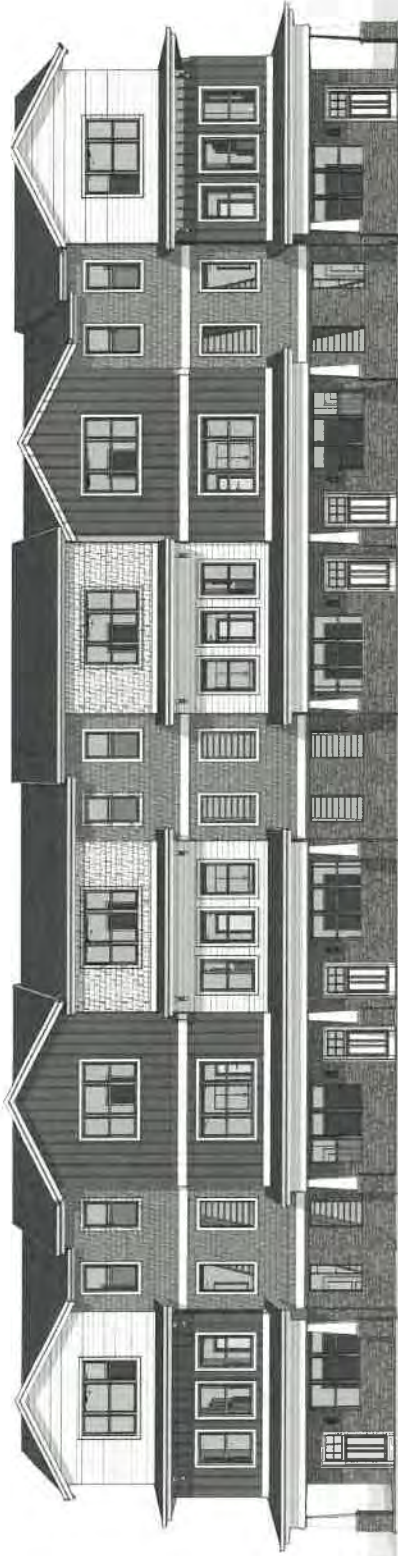
**Hess Farms Subdivision**  
 NORTH 1/2, SEC 13, T3N, R1W, S18EA  
 FARMINGTON, DAVIS COUNTY, UTAH

**Landscape Concept**




**PROJECT INFO:**  
 Engineer: T. HUNT  
 Drafter: T. HUNT  
 Start Date: 5/21/12  
 Name: Hess Farms



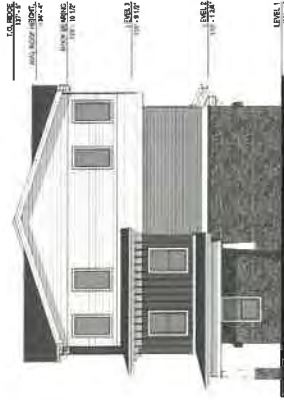
**SHEET INDEX**  
 1. EXTERIOR ELEVATION  
 2. FLOOR PLAN  
 3. SECTION  
 4. FINISH SCHEDULE

**HESS FARMS TOWNHOMES & COMMERCIAL**

FARMINGTON, UT  
 NOVEMBER 8, 2022







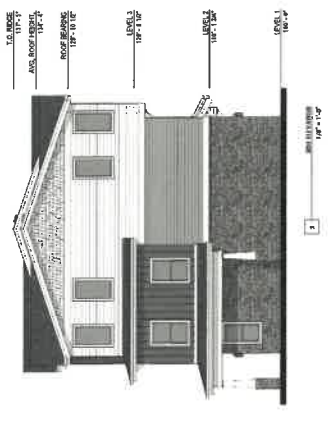
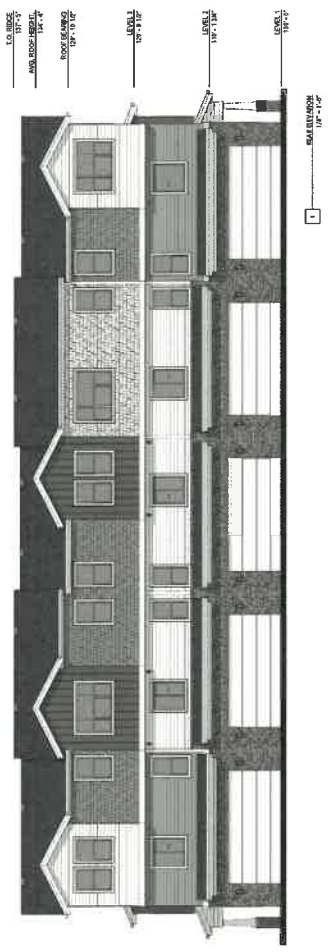
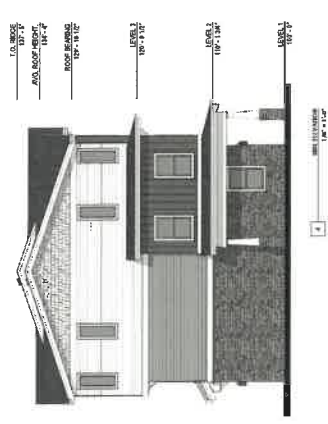
CODE	MATERIAL	FINISH	COLOR/PAINT
1.1	WOOD-GRIP	WOOD-GRIP	WOOD-GRIP
1.2	HORIZONTAL LVL BRG	HORIZONTAL LVL BRG	WOOD-GRIP
1.3	HORIZONTAL LVL BRG	HORIZONTAL LVL BRG	WOOD-GRIP
1.4	WOOD-GRIP	WOOD-GRIP	WOOD-GRIP
1.5	WOOD-GRIP	WOOD-GRIP	WOOD-GRIP
1.6	WOOD-GRIP	WOOD-GRIP	WOOD-GRIP
1.7	WOOD-GRIP	WOOD-GRIP	WOOD-GRIP

**HESS FARMS TOWNHOMES & COMMERCIAL**  
DESIGNED BY ERIDON ARCHITECTURAL GROUP









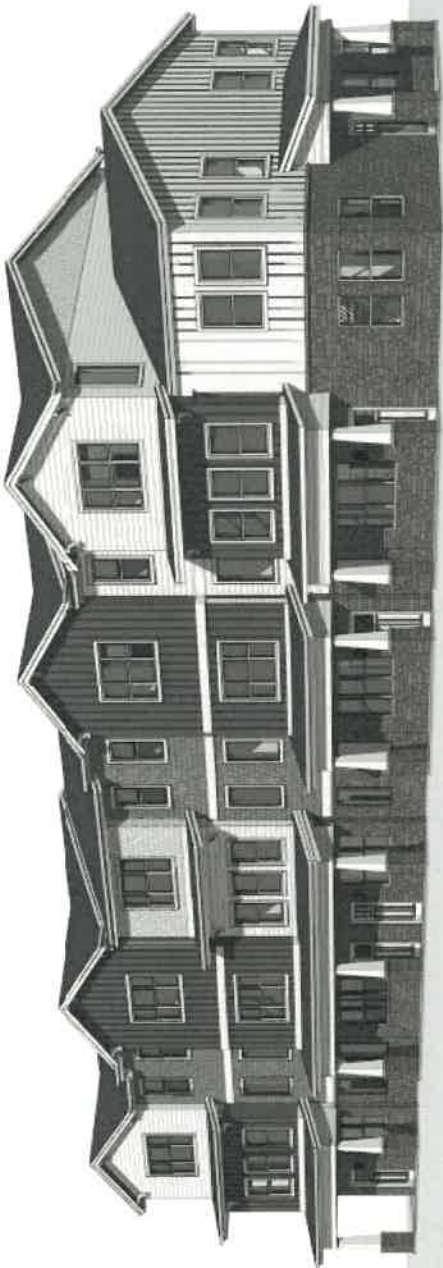
LOOK	MATERIAL	SIZE	COORDINATE
L.S.1	HORIZONTAL LAP SIDING	8" DOCK	2ND FLOOR
L.S.2	HORIZONTAL LAP SIDING	HAND-MADE-WOOD PLANK	WIRE
L.S.3	HORIZONTAL LAP SIDING	HAND-MADE-WOOD PLANK	UPH CLAY
L.S.4	ROUND BATT JOIST	HAND-MADE-WOOD PLANK	DUKE CLAY
L.S.5	SHAKE SIDING	HAND-MADE-WOOD BRIDGE BOARD	WIRE
L.S.6	SHAKE SIDING	HAND-MADE-WOOD BRIDGE BOARD	UPH CLAY
L.S.7	TRIM	HAND-MADE-WOOD TRIM	EXTRA WIRE

**HESS FARMS TOWNHOMES & COMMERCIAL**







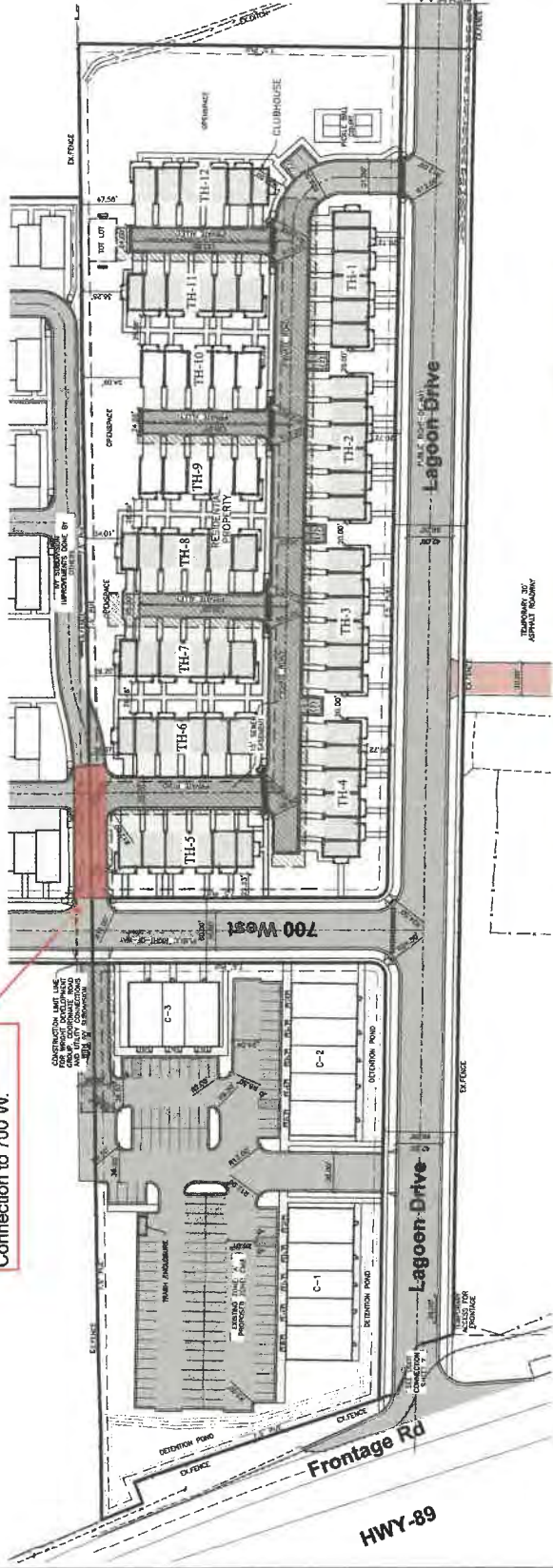


Revisions	Date

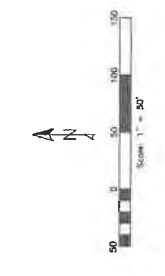


PROJECT INFO:  
 Engineer: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Sheet No.: \_\_\_\_\_  
 Name: \_\_\_\_\_

SHEET 4 OF 10 SHEETS

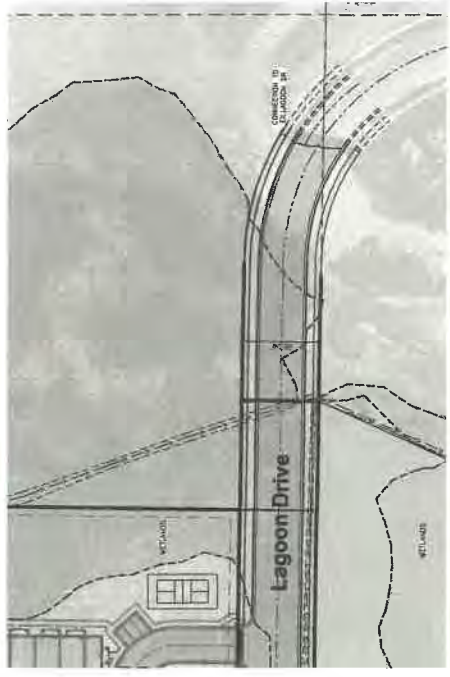


Access to be constructed.  
 See section i, "Private Road  
 Connection to 700 W."



**Site Information**

LOCATED IN:	FARMINGTON CITY, DAVIS COUNTY
ORIGINAL PROPERTY:	435,000 SF (10.0 ACRES)
COMMERCIAL ZONE:	CUU - COMMERCIAL UNDED USE
PROPOSED ZONE:	
COMMERCIAL PROPERTY:	117,334 SF (2.68 ACRES)
BUILDINGS:	21,000 SF - 17.8X
LANDSCAPE:	52,877 SF - 43.5X
LANDSCAPE:	52,877 SF - 43.5X
RESIDENTIAL PROPERTY:	228,777 SF (5.19 ACRES)
TOWNSHIPS:	1 UNIT
CLUB HOUSE:	7 UNITS
1 BEKROOM:	50,048 SF - 24.7X
BUILDINGS:	76,876 SF - 34.5X
LANDSCAPE:	93,102 SF - 42.8X
LANDSCAPE:	93,102 SF - 42.8X
LANDSCAPE:	19,037 SF (0.21 ACRES)
LANDSCAPE:	19,037 SF (0.21 ACRES)



- NOTES:
1. TOWNSHIP WATER METERS ARE AT THE END OF THE MAIN LINE OF THE MAIN LINE.
  2. TOWNSHIP WATER METERS SHALL BE A 2" WATER METER WITH 1" WATER LATERAL.
  3. ALL EXCESSIVE WATER TAKES MUST BE INSTALLED PER BACKLASH WATER DISTRICT.
  4. ALL LOWE ELEVATIONS ARE TO DRAIN. ALL LOWE ELEVATIONS NEED TO HAVE AIR.
  5. ALL TOWNSHIP METERS AND 2" WATER LATERALS SHALL BE SCREENED.
  6. ALL TOWNSHIP METERS AND 2" WATER LATERALS SHALL BE SCREENED.
  7. ALL TOWNSHIP METERS AND 2" WATER LATERALS SHALL BE SCREENED.
  8. ALL TOWNSHIP METERS AND 2" WATER LATERALS SHALL BE SCREENED.



**EXHIBIT C**  
**DEED RESTRICTION**

**Upon recording return to:**

**Farmington City Attorney  
160 S. Main St.  
Farmington, UT 84025**

**DEED RESTRICTION**  
**Affordable Rental Housing**  
**Hess Farms Development**

This DEED RESTRICTION (this “Deed Restriction”) is granted as of \_\_\_\_\_, 2023 by WDG PARK LANE, LLC having a mailing address of 1178 W. Legacy Crossing Blvd., Centerville, UT 84014 (“Grantor”), for the benefit of FARMINGTON CITY, UTAH having a mailing address of 160 S. Main Street, Farmington, Utah 84025 (the “City”), as such Deed Restriction may be amended from time to time.

**WITNESSETH:**

A. Grantor holds or will acquire legal title to approximately 10 acres of land located at the North end of Lagoon Drive (900 North), and further identified as Parcel Number 08-052-0262 in the Records of the Davis County Recorder’s Office (the “Property”), and intends to construct a 69-unit rental housing development, consisting of attached townhomes, at the Property. The Property is described in Exhibit A, attached hereto and incorporated by reference.

B. The Property is part of a project known as Hess Farms (the “Development”). The Property was developed pursuant to an Agreement under Section 10-9a-535(1) of the Utah Code, which permits the development of a certain number of moderate-income housing units as a condition of approval.

C. As a condition to the approval, Grantor has agreed that this Deed Restriction be imposed upon the Property as a covenant running with the land and binding upon any successors to Grantor, as owner thereof.

D. The City is authorized to monitor compliance with and to enforce the terms of this Deed Restriction.

E. The rights and restrictions granted herein to City serve the public’s interest in the creation and retention of affordable housing for persons and households of low and moderate income.

F. On \_\_\_\_\_, 2023 Grantor entered into a Development Agreement with City regarding the construction of the Development.



**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending that owners and renters of the units be bound by its terms, Grantor hereby agrees that the Property shall be subject to the following rights and restrictions:

1. **Recitals Incorporated by Reference.** The foregoing recitals are incorporated by reference herein and made a part hereof.
2. **Definitions.** The following terms are defined for purposes of this Deed Restriction:
  - (a) “Affordable” means housing for which the combined rent and tenant-paid utility costs are equal to or less than thirty percent (30%) of the income for those earning eighty percent (80%) than the Area Median Income.
  - (b) “Affordable Units” means a percentage of rental units which shall be leased to those meeting the income qualifications provided in Section 5 of this Deed Restriction and are affordable to those income-qualified tenants.
  - (c) “Area Median Income” or “AMI” means a number calculated annually by the United States Department of Housing and Urban Development (HUD), which is the “middle” number of all of the incomes in the Ogden-Clearfield UT HUD Metro FMR Area, with 50% of individuals in that Area making more than that amount, and 50% making less than that amount. The AMI shall be rounded to the nearest tenth (for example, if the calculated AMI is 64% it shall be rounded down to 60%; if the calculated AMI is 65%, it shall be rounded up to 70%).
  - (d) “City” shall mean Farmington City, a political subdivision of the State of Utah.
  - (e) “Household” means all related and unrelated individuals occupying a Unit as a Tenant.
  - (f) “HUD” means the United States Department of Housing and Urban Development.
  - (g) “Notice” means correspondence complying with the provisions of Section 9(b) of this Deed Restriction.
  - (h) “Reasonable Effort” means good faith efforts to advertise a Unit for rent through appropriate local means complying with the provisions of Section 6 of this Deed Restriction, including the following, at a minimum:
    1. Posting an advertisement online;
    2. Notifying the Davis County Housing Authority via e-mail; and

3. Posting a notice of vacancy on the premises.

(i) "Tenant" means an occupant of a Unit other than an owner or operator.

**3. Affordable Units**

- (a) Grantor agrees to set aside seven (7) units as Affordable Units within the Project.
- (b) Grantor is not required to identify specific physical units as "affordable units" on any designs or plans. Rather, Grantor is only obligated to rent the specified percentage of units as Affordable Units at any given time, for the duration of this Deed Restriction.

**4. Affordability and Occupancy Requirement.**

(a) This Deed Restriction shall remain in effect from the date this Deed Restriction is recorded in the Davis County Recorder's Office and continuing for a period of thirty (30) years thereafter (the "Affordability Period") unless earlier terminated in accordance with Section (9)(h) hereof.

(b) During the Affordability Period, the rents charged by Grantor for each Affordable Unit shall remain Affordable and shall be rented to an individual or household whose gross annual household income at the time tenancy was established did not exceed eighty percent (80%) of AMI, adjusted for Household size, as established from time to time by HUD.

(c) Adjustments for Household size are as follows, and consistent with the AMI for Davis County:

- 1. Studio units: Use the income limit for a one-person household.
- 2. One-bedroom unit: use the income limit for a two-person household
- 3. Two-bedroom unit: use the income limit for a three-person household
- 4. Three-bedroom unit: use the income limit for a four-person household

(d) The permitted rental amount includes the following:

- 1. Use and occupancy of the Unit and the associated land and facilities;
- 2. Any separately charged fees and service charges assessed by Grantor, which are required by all Tenants, but is not to include security deposits or application fees;
- 3. Utilities to include garbage collection, sewer, water, electricity, gas and other heating, cooking, refrigeration fuels, but not to include telephone service, cable television, pet deposits, pet fees, parking fees, or high-speed internet access. If a unit Tenant pays all or some of the utilities, then a "utility allowance" shall be determined as the average amount paid per month for those utilities, and the rent shall be reduced by the amount of the "utility allowance."



4. Possessory interest taxes or other fees and charges assessed for use of the associated land and facilities by a public or private entity other than Grantor.

(e) Except as provided in Section 4(a), the Property shall remain Affordable during the Affordability Period.

(f) This Deed Restriction's compliance with the affordability requirements shall be monitored and enforced by the City.

## **5. Income Qualifications.**

(a) The Affordable Units shall at all times be occupied by Households, adjusted for Household size, earning an average of 80% AMI.

(b) Income qualification shall adhere to the following process:

1. Determine the number of adults and children (all Household members) to occupy the available unit.
2. Collect either 1040 Federal Tax Returns for the most recent year or current pay stub and/or projected income for all Household members generating income.
3. Add together the adjusted gross income for all Household members to determine the total Household income.
4. Review HUD publications to determine whether total Household income is less than the income of a Household of the same size earning 80% AMI.

## **6. Advertisement.**

(a) At the time of initial occupancy, Grantor shall use Reasonable Efforts to advertise for qualified Tenants for a period of not less than thirty (30) days and shall thereafter fill the Affordable Units with income qualified applicants. Upon the occurrence of a vacancy in an Affordable Unit, Grantor shall review its wait list of qualified applicants (and may advertise for qualified Tenants if necessary to obtain a qualified Tenant).

(b) If no income qualified applicants have applied for the unit within the advertisement period, then Grantor may rent the unit to a non-income qualified Tenant for a period of one-year. If Grantor exercises this option, then upon the next vacancy in the category (studio, 1-bedroom, etc), Grantor shall engage in the advertisement period for that unit to seek an income-qualified applicant.

(c) The rental of an Affordable Unit to a Tenant who is not income qualified does not limit the applicability of this Deed Restriction in any way with respect to such Tenant's use, occupancy and subsequent lease of the Affordable Unit.

## **7. Enforcement.**

(a) The rights hereby granted shall include the right of the City to enforce this Deed Restriction independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief against any violations including without limitation relief requiring restoration of the Property to its condition prior to any such violation (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the City. Notwithstanding the foregoing, the City may not enforce this Deed Restriction by: (i) voiding a conveyance by Grantor; (ii) terminating Grantor's interest in the Property; or (iii) subjecting Grantor to contractual liability from Tenants, such as damages, specific performance or injunctive relief.

(b) Grantor shall keep accurate and complete records of all Tenants. Grantor shall provide to the City a quarterly rent roll showing each Affordable Unit occupied, the name of the Tenant or Tenants, rent charged, Household gross income, and the term of the lease. The City shall have the right to audit Grantor's files annually upon ten (10) days' advance written Notice.

(c) Grantor for itself and Grantor's successors and assigns, hereby grants to the City the right to enter upon the Property for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Property, which the City may determine to be necessary or appropriate pursuant to court order, or with the consent of Grantor to prevent, remedy or abate any violation of this Deed Restriction.

(d) The City may delegate the responsibility of monitoring Grantor for compliance with this Deed Restriction to any not-for-profit or government organization. In no case shall this delegation result in additional fees or financial responsibilities of Grantor. Grantor agrees to cooperate with any delegate of the City to the same extent as required under this Deed Restriction.

#### **8. Covenants to Run with the Property.**

(a) A copy of this Deed Restriction, as recorded, shall be provided to the Monitoring Agent and the appropriate official of the Municipality.

(b) At the expiration of the Affordability Period, either City, Grantor or a successor in interest, may record a notice of termination of this Deed Restriction without the other party's consent and acknowledgement.

(c) This Deed Restriction shall be deemed to be a requirement for the development of a certain number of moderate-income housing units as a condition of approval of a land use application, pursuant to a written agreement, as provided in Utah Code Ann. § 10-9a-535(1).

(d) Grantor acknowledges, declares and covenants on behalf of Grantor and Grantor's successors and assigns (i) that this Deed Restriction shall be and are covenants



running with the land, encumbering the Property for the Affordability Period, and are binding upon Grantor's successors in title and assigns, (ii) are not merely personal covenants of Grantor, and (iii) shall bind Grantor, and Grantor's successors and assigns, and inure to the benefit of and be enforceable by the City and its successors and assigns, for the Affordability Period.

**9. Miscellaneous Provisions.**

(a) Amendments. This Deed Restriction may not be rescinded, modified or amended, in whole or in part, without the written consent of the current owner of the Property and the City.

(b) Notice. Any notices, demands or requests that may be given under this Deed Restriction shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, return receipt requested, or via reputable overnight courier, in each case postage prepaid and addressed to the parties at their respective addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice. All such notices, demands or requests shall be deemed to have been given on the day it is hand delivered or mailed:

Grantor:

Attn: Spencer Wright  
WDG Park Lane, LLC  
1178 W. Legacy Crossing Blvd.  
Centerville, UT 84014

City:

Attn: Community Development Director  
Farmington City  
160 S. Main Street  
Farmington, UT 84025

(c) Severability. If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

(d) Waiver by City: No waiver by the City of any breach of this Deed Restriction shall be deemed to be a waiver of any other or subsequent breach.

(e) Third Party Beneficiary. The City shall be entitled to enforce this Deed Restriction and may rely upon the benefits hereof.

(f) Gender; Captions. The use of the plural in this Deed Restriction shall include the singular, the singular, the plural and the use of any gender shall be deemed to include all genders. The captions used in this Deed Restriction are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Deed Restriction.

(g) Binding Successors. This Deed Restriction shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns; provided, that Grantor may not assign this Deed Restriction or any of its obligations hereunder without the prior written approval of City pursuant to the terms of this Deed Restriction.

(h) Termination. This Deed Restriction may be terminated by the written, mutual consent of both Grantor and the City of Farmington, which authorization must be rendered by the City Council. If this Deed Restriction is terminated as provided in this Section 9(h), the then-owner of the Property, or a portion thereof, or City may record a notice of such termination with the Davis County Recorder without the other party's consent and acknowledgement.

(i) Governing Law. This Deed Restriction is being executed and delivered in the State of Utah and shall in all respects be governed by, construed and enforced in accordance with the laws of said State without giving effect to any conflict of law provision or rule. Venue to resolve disputes regarding this Deed Restriction shall lie in the Second District Court of Utah, Farmington Division.

(j) Independent Counsel. GRANTOR ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

[signatures appear on next page]



IN WITNESS WHEREOF, the parties hereto each caused this Deed Restriction to be duly executed and delivered by themselves or their respective duly authorized representatives as of the day and year set forth above.

GRANTOR:

\_\_\_\_\_  
WDG Park Lane, LLC

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

Title: \_\_\_\_\_

STATE OF UTAH

ss:

COUNTY OF DAVIS

In \_\_\_\_\_ County on this \_\_\_\_ day of \_\_\_\_\_, 2023,  
before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of \_\_\_\_\_,  
to me known, and known by me to be the party executing the foregoing instrument and  
he/she acknowledged said instrument, by him/her executed to be his/her free act and  
deed, in said capacity, and the free act and deed of  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

The terms of this Deed Restriction are acknowledged by:

CITY:

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

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

Title: \_\_\_\_\_

STATE OF UTAH

ss:

COUNTY OF DAVIS

In Davis County on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared Brett Anderson, the Mayor of the Farmington City, to me known, and known by me to be the party executing the foregoing instrument, and he/she acknowledged said instrument, by him/her executed to be his/her free act and deed, in said capacity, and the free act and deed of Farmington City.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_



**Exhibit A**

Property Description

BEG AT A PT ON THE E R/W LINE OF THE E FRONTAGE ROAD SD PT ALSO THE SAME POB AS CONT IN THAT CERTAIN BNDRY LINE AGMT RECORDED 06/24/2019 AS ENTRY NO. 3168113 IN BK 7290 AT PAGES 1284-1293, BEING S 89°52'45" W ALG THE 1/4 SEC LINE 696.296 FT & N 306.014 FT FR THE CENTER OF SEC 13-T3N-R1W, SLB&M; & RUN TH ALG SD E R/W LINE THE FOLLOWING FIVE (5) COURSES & ALG SD BNDRY LINE AGMT THE FOLLOWING TWELVE (12) COURSES: N 17°29'15" W 34.201 FT; TH N 68°05'24" W 46.98 FT; TH N 18°42'27" W 254.22 FT; TH S 67°50'41" W 20.91 FT; TH N 22°16'23" W 40.35 FT TO AN EXIST FENCE LINE: TH STILL ALG SD BNDRY LINE AGMT & AN EXIST FENCE LINE N 89°01'29" E 84.14 FT; TH N 88°07'28" E 79.917 FT; TH N 89°09'21" E 337.547 FT; TH N 89°07'31" E 284.95 FT; TH N 88°45'34" E 267.389 FT; TH N 89°31'30" E 164.276 FT TO THE SW COR OF NORTH MAIN STREET CHURCH SUB RECORDED 07/02/2009 AS ENTRY NO. 2464628 IN BK 4810 AT PG 426; TH N 88°47'01" E ALG THE S OF SD SUB 141.48 FT; TH S 00°52'45" W 362.13 FT TO THE S LINE OF THAT COMMON LINE AS DESC IN SD BNDRY LINE AGMT; TH N 89°07'15" W ALG SD BNDRY LINE AGMT 1184.00 FT TO THE POB. THE NAD83 ROTATION IS 00°21'15" CLOCKWISE.

CONT. 9.99029 ACRES.



# FARMINGTON CITY

BRETT ANDERSON  
MAYOR

ROGER CHILD  
SCOTT ISAACSON  
MELISSA LAYTON  
ALEX LEEEMAN  
AMY SHUMWAY  
CITY COUNCIL

BRIGHAM MELLOR  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Lyle Gibson, Assistant Community Development Director

Date: January 3, 2023

SUBJECT: **Hess Farms Subdivision: Rezone from A to CMU, Development Agreement, and Schematic Subdivision Plan approval.**

### RECOMMENDED MOTION

Motion to approve the Rezone, Development Agreement, and Schematic Subdivision Plan with the following conditions:

- a) The development agreement be amended to include a provision which requires a deed restriction on the moderate-income housing units to ensure they are available to contribute towards moderate income housing stock.

Section 7 of the development agreement may be amended with the following language and the attached deed restriction shall be included with the agreement as "Exhibit C":

7. Moderate Income Housing. The Developer agrees that seven (7) of the residential units shall be set aside as deed-restricted affordable housing for low to moderate income households. This Agreement is a "written agreement regarding the number of moderate- income housing units" as contemplated under Utah Code Ann. § 10-9a-535(1)(a). This section survives termination under Subsection 20(b) of this Agreement, unless specifically terminated in writing. The Parties agree to have the Deed Restriction, which is attached to this Agreement as "Exhibit C" and incorporated by reference, recorded against the property and to run with the land, upon plat recordation.

- b) The type of moderate-income housing units which are restricted shall be split as follows: five 1-bedroom units and two 3-bedroom units. "Exhibit C" shall be updated to the satisfaction of the city attorney to include this provision.

### Findings for Approval:

1. The requested zoning follows the applicable General Plan Designation.
2. The schematic subdivision plan with the assurances of the provided development agreement create a development that is consistent with the East Park Lane small area plan and the requested CMU zoning district.



3. While the project does include units intended to offer housing for moderate income households, the included condition assures compliance with FCC 11-19-035.

**BACKGROUND**

Hess Farms Subdivision is located at approximately 900 N Highway 89 on Parcel 08-052-0262. The 10 acre parcel is zoned A (Agricultural), but the General Plan designates it as CMU (Commercial Mixed Use). The entire parcel is part of the East Park Lane Small Area Master Plan (included with this report) which was approved by the City Council on April 17, 2018. Prior to the approval of the Master Plan, the General Plan was amended to its current designation on July 7, 2004. In the same year, on December 1, 2004, the City Council approved the creation of the Commercial Mixed Use zone. As specified in that text, all development must be considered as a planned unit development (PUD) or planned center development.

Since the East Park Lane Small Area Master Plans approval, several mixed use developments have been recorded or approved:

East Park Lane Phase II [and III] Rezone and Schematic Plan (Z-10-18 and S-26-18)	<ul style="list-style-type: none"> <li>○ East side of Lagoon Dr rezoned to R</li> <li>○ West side of Lagoon Dr rezoned to CMU</li> <li>○ Land adjacent to SR 106 remains LR</li> <li>○ Arrange a TDR to transfer residential density from the west to the east</li> <li>○ Schematic Plan Approved</li> </ul>	PC  CC	Rec. 1/10/19 Approved 2/5/19
East Park Lane Phase II Subdivision (S-26-18)	<ul style="list-style-type: none"> <li>○ Preliminary Plat Approved for 2 lots W of Lagoon Dr</li> <li>○ Final Plat Approved for 2 lots W of Lagoon Dr</li> </ul>	PC PC	4/18/19 2/20/20
The Rose PUD (S-12-20)	<ul style="list-style-type: none"> <li>○ Final Plat for 49 single-family lots approved by the PC</li> </ul>	PC	05/06/21

The Hess Farms Subdivision can be compared to these developments as it preserves the west side of the future Lagoon Drive – 700 West connection as commercial, and proposes residential on the east.

The first version of the site plan, tabled by the Planning Commission on March 17, 2022 showed a commercial building that did not meet the standards of the CMU zone. The plan did not meet the required build to range (RBR) and the front yard off-street parking standards in section 11-19-080 B. 2. At that time, the development did not comply with the flat roof prohibition in Chapter 19 and was tabled to address those concerns.

Another version shared with the commission at the June 9, 2022 meeting showed no site plan on the commercial property, but the applicant did update the elevation drawings to show pitched roof architecture for the townhomes. The June version showed another change as the applicant worked with The Ivy PUD, directly north, to coordinate entrances off 700 West. Despite some positive changes to the

plan, the Planning Commission tabled the item again in June asking that the applicant come back showing a commercial concept that would work under the existing zoning district.

The current proposal shows a commercial concept in response to the Planning Commission's request. Furthermore, consistent with other nearby projects, staff worked with the applicant on a development agreement to solidify the commitment to certain elements of the project including the commercial use on the west side of 700 West Street along with other important components dealing with access and utility services in the area. In addition, having been able to further consider how the moderate-income housing requirement may be addressed, the applicant has modified their plans to include 1-bedroom units on the endcap of some of the townhomes in order to provide housing on site to fulfill the requirement. It is worth noting that as proposed in the included development agreement, these units would not be deed restricted.

The Planning Commission voted in favor of the project during the 12/8/2022 meeting but conditioned the recommendation upon including a deed restriction on a mix of unit types to meet the affordable housing requirement.

**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;
2. A fee in lieu thereof determined in consideration of factors set forth in Section 11-28-270 of this Title;
3. Some other public benefit; or
4. A combination of 1, 2, and 3 above.

B. Exemption: Subdivisions resulting in two (2) 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.

In total the project includes 62 three-bedroom townhome units and 7 single bedroom units. This is a total of 69 units on 5.1 acres of property for a density of 13.5 units per acre. This is within the 14 units per acre allowed in the requested CMU zoning district.

The residential project would complete the connection of the north part of Lagoon Drive to the highway 89 frontage road and provides for a completion of the connection of 700 West Street to Lagoon Drive. Apart from 700 West and Lagoon Drive, the development would be served by private streets and homes are platted on individual lots for the option of owner occupancy.

Another 2.69 acres is being set aside for commercial use. A concept has been provided as part of the Development Agreement for 2 story offices.



**SUPPLEMENTAL INFORMATION**

1. Vicinity Map
2. East Park Lane Small Area Plan
3. Development Agreement
4. Subdivision Plat
5. Schematic landscape plan
6. Building Elevations
7. Moderate Income Housing Deed Restriction (Exhibit C)

Respectfully Submitted



Lyle Gibson  
Assistant Community Development Director

Concur



Brigham Mellor  
City Manager



## Planning Commission Staff Report May 18, 2023

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### Item 5: Zone Text Amendments - Accessory Buildings/Garages in Side Corner Yards in the OTR Zone (11-17-050 A. and D. 1)

Public Hearing: No  
Application No.: ZT-8-23  
Applicant: Farmington City

Request: *Recommend the proposed text amendments to the City Council to clearly allow garages in side-corner yards, but not required side corner yards, in the OTR zone.*

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#### **Background Information**

The Planning Commission held a public hearing and considered this item at its May 4, 2023 meeting, but tabled action to allow time for staff to show how many side-corner yards in the OTR maybe affected by the proposed text amendment. The attached table shows that 89 residential “corners” exist in the OTR zone which include, among other categories, 22 side corner yards greater than 35 feet in width and another 22 such yards 25’ to 35’ in width. In other words, close to 49.4% of all residential lots may be impacted by this ordinance. Remarkably, about 29% of all residential side corner yards are under 20’ feet in width, and many of these significantly so.

#### **Background Information Presented at the 5/4/23 Planning Commission meeting:**

With regard to corner lots, Section 11-2-020 of the Zoning Ordinance defines a “Side Corner Yard” and a “Required Side Corner Yard” as follows:

YARD, SIDE CORNER: Any yard between the other front lot line that is not used to designate the front of the main building and the setback of a main building and extending between the rear lot line and the front setback parallel to the street.

[Note: a “Front Yard” is “Any yard between the front lot line and the front setback line of a main building and for inside lots extending between side lot lines, or for side corner lots extending between a side lot line and the other front lot line that is not used to designate the front of the structure, parallel to the frontage of the lot. . .”]

YARD, REQUIRED SIDE CORNER: Any yard between the other front lot line that is not used to designate the front of the main building and the minimum side corner setback of a main building

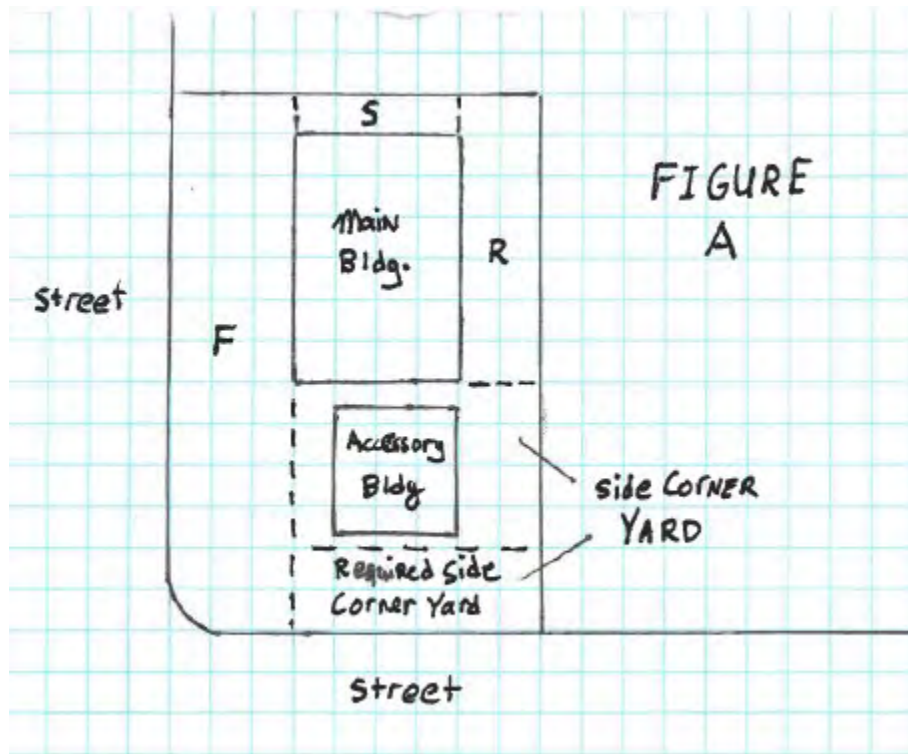


required in a particular zone extending between the rear lot line and the front yard parallel to the street.

In other words, even though the width of a “required side corner yard” in the OTR zone is 20 feet, a “side corner yard” width may be much larger depending on the location of the main building on the lot.

Section 11-17-050 A. allows one to construct an accessory building in the OTR zone, which includes garages, in the “side corner yard” but not the “required side corner yard”. See *italicized/bold* phrase at the end of the paragraph below:

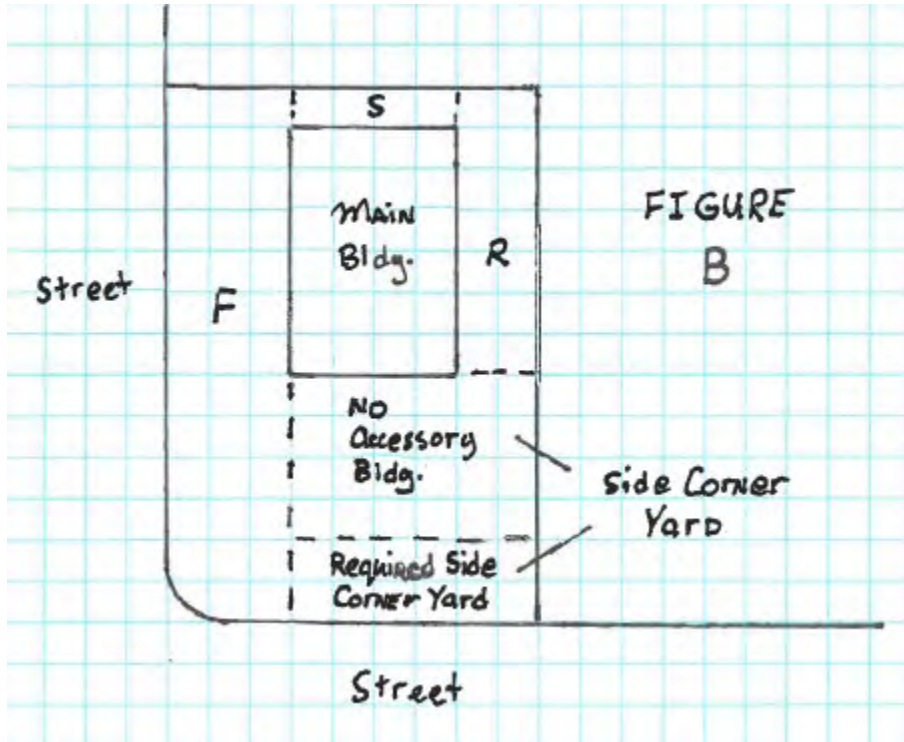
- A. Location: Accessory buildings, except for those listed in subsection B of this section, may be located within one foot (1') of the side or rear property line, provided they are at least six feet (6') to the rear of the dwelling, do not encroach on any recorded easements, occupy not more than twenty five percent (25%) of the rear yard, are located at least fifteen feet (15') from any dwelling on an adjacent lot, and accessory buildings shall, without exception, be subordinate in height and area to the main building **and shall not encroach into the front yard and required side corner yard.** [See Figure A below]



Meanwhile, except for side and rear yards, subparagraph D.1. of the same section prevents one from building a garage, or “similarly related accessory building”, in the front yard “or any other yard,” which includes side corner and required side corner yards:

D. Garages: All garages and any similarly related accessory buildings, whether attached or detached, shall be considered for approval as follows:

1. Under no circumstance shall any garage encroach into the front yard or any other yard, except side yards and the rear yard, of the building lot; [See Figure B below]



### Suggested Motion

Move that the Planning Commission recommend that the City Council amend Section 11-17-050 D.1. of the Zoning Ordinance as follows:

D. Garages: All garages and any similarly related accessory buildings, whether attached or detached, shall be considered for approval as follows:

- ~~1. Under no circumstance shall any garage encroach into the front yard or any other yard, except side yards and the rear yard, of the building lot;~~
1. A garage may encroach into a side yard, rear yard, or side corner yard of a building lot, but under no circumstance shall a garage encroach into a front yard, or required side corner yard, or any other yard located between the street and any front plane of the main building.

### Findings:

1. The zone text amendment will result in consistent application of garage and accessory building location standards in side corner yard and required side corner yards in the OTR zone.



2. Property owners with overly sized side corner yards in the OTR zone will enjoy greater use of their property. Realistically, 22 (or 24.7%) of all residential side corner yards in the OTR zone are over 35 feet in width and able to accommodate an accessory building without the structure encroaching into the required side corner yard, and up to another 24.7% (side corner yards between 25' and 35 feet in width) maybe able to accommodate a small accessory building.
3. One may already and expand and existing main building for all residential uses into side corner yards, but not required side corner yards; However, this may be an impractical use of land for some due to specific existing floor layouts, architectural integrity of the principle dwelling, cost, and some may want just more storage area—not additional living space. And for some, such expansions may compromise the structure’s eligibility status for the National Register of Historic Buildings.

### **Supplementary Information**

1. Summary of Side Corner Yard Widths in the OTR zone, May 2023

OTR Side Coner Yard Summary  
 May\_2023

Residential Type	Width in Feet	% of Total
Under 20'	26	29.2%
20 to 25'	19	21.3%
25 to 35'	22	24.7%
35' +	22	24.7%
<b>Total</b>	<b>89</b>	<b>100.0%</b>
Other	9	
<b>total</b>	<b>98</b>	

OTR Side Corner Lots Greater Than 35 feet in Width  
 May\_2023

	Contributing Property	National Register	Side Corner Yard Width In Feet
1		100 East 278 N	39.7
2	Y	100 East 386 N	41
3	Y	100 East 79 S	61
4		100 South 188 E	43.4 to 61
5		100 West 89 N	45
6		200 East 477 N	68
7		200 East 90 N	40.6
8		200 East 480 N	34 to 51
9		200 North 22 E	39.5
10		300 East 174 S	53.8
11		300 East 185 S	75
12	Y	400 North 188 E	37
13		500 North 15 E	36
14		500 North 115 E	55
15		Grove Creek Cir. 19 W	26 to 47
16		Grove Creek Cir. 26 W	31.9 to 41
17	Y	Main St. 488 N	50
18	Y	Main St. 331 N	128
19		Main St. 547 N	25 to 58
20		Mayfield Lane 15 W	37.4
21	Y	State St. 108 W	52
22		State St. 183 E	75





## CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the City Council of the City of Farmington will hold a regular meeting on **Tuesday, May 16, 2023** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 5:00 pm in Conference Room 3 followed by the regular session at 7:00 pm in the Council Chambers. The link to listen to the regular 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)

### **WORK SESSION – 5:00 p.m.**

- Budget presentations and deliberation
- Discussion of regular session items upon request

*Motion to recess into regular City Council Meeting (if needed)*

### **REGULAR SESSION – 7:00 p.m.**

#### **CALL TO ORDER:**

- Invocation – Amy Shumway, Councilmember
- Pledge of Allegiance – Melissa Layton, Councilmember

#### **PRESENTATION:**

- Spotlight Abigail Bennet, Farmington High School student
- FY23 Quarter #3 (03/31/23) Financial Report

*Minute motion adjourning to the Redevelopment Agency meeting.* (See RDA Agenda)

*Minute motion to reconvene the City Council Meeting.*

#### **PUBLIC HEARINGS:**

- Cottrell Hills Planned Unit Development (PUD). Preliminary PUD Master Plan / Enabling Ordinance and Schematic Subdivision Plan
- Second Amendment to Conservation Easement for Hunters Creek Subdivision, Phase 1-3

#### **BUSINESS:**

- Property Acquisition and Easement Agreement – Hunters Creek Subdivision (see above Public Hearing)
- Agreement for Police Services at Lagoon Park

#### **SUMMARY ACTION:**

- All West Fiber Hut easement for Dominion Energy Easement
- Public Works Surplus Property
- Legacy Event Center Waterline Maintenance Agreement
- UPDATED Polling Location & Vote Centers
- Kirkham Corner Improvements Agreement
- Minutes Approval for May 2, 2023

#### **GOVERNING BODY REPORTS:**

- City Manager Report
- Mayor Anderson & City Council Reports

#### **ADJOURN**

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

***CERTIFICATE OF POSTING*** I hereby certify that the above notice and agenda were posted at Farmington City Hall, Farmington City Public Works, Farmington Library, the State Public Notice website and the city website [www.farmington.utah.gov](http://www.farmington.utah.gov), on May 11, 2023