



HISTORIC BEGINNINGS • 1847

**Farmington City Planning**

**Commission October 20, 2022**



## PLANNING COMMISSION MEETING NOTICE AND AGENDA

Thursday October 20, 2022

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). If you wish to email a comment for any of the listed public hearings, you may do so at [crowe@farmington.utah.gov](mailto:crowe@farmington.utah.gov) by 5 p.m. on the day listed above.

### SUMMARY ACTION *(no public hearing on these items)*

1. Approval of October 06, 2022 Meeting Minutes.

### SPECIAL EXCEPTION APPLICATIONS

2. Scott Kent (Public Hearing) – Applicant is requesting Special Exception application, to widen the driveway located at 1060 N Main St. in the LR zone (Large Residential) (M-14-22).

### CONDITIONAL USE PERMIT APPLICATIONS

3. Jeffrey Beynon (Public Hearing) – Applicant is requesting an approval for a Conditional Use permit application for a detached ADU (accessory dwelling unit) located at 871 S. Shirley Rae Dr. (.50 acres) in the AE zone (Agricultural Estates) (C-16-22).
4. Spencer Plummer/Viking Real Estate LLC and Zeus Investments LLC (Public Hearing) – Applicant is requesting approval for a Conditional Use permit application for an “outdoor recreation use”, located at 37 N Buffalo Ranch Rd. (approx. 51.31 acres) in the AA zone (C-15-22).

### SUBDIVISION AND PROJECT MASTER PLAN APPLICATIONS

5. STACK Farmington Land LLC (Public Hearing) – Applicant is requesting recommendation for the STACK Real Estate North Station Office building on Parcel 08-058-0020 (approx. 13.66 acres of property) located north of Burke Lane next to the UP tracks, including a Schematic Subdivision plan and an amendment to the Regulating Plan; and the applicant is also requesting Schematic Site Plan approval for this project (ZT-11-22, S-6-22, SP-2-22).

### OTHER BUSINESS

6. Miscellaneous, correspondence, etc.; and 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 October 17, 2022

Carly Rowe, Planning Secretary

FARMINGTON CITY  
PLANNING COMMISSION

October 06, 2022

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**WORK SESSION**

**Present:** Chair Rulon Homer, Vice Chair Erin Christensen; Commissioners Larry Steinhorst and Mike Plaizier. **Staff:** Community Development Director David Petersen and Assistant Community Development Director Lyle Gibson. **Excused:** Planning Secretary Carly Rowe, City Planner/GIS Specialist Shannon Hansell, Commissioners John David Mortensen, Samuel Barlow and Tyler Turner.

6:45 PM, direction regarding 79 S 100 E., direction for potential lot split, mostly opposed to lot split (for home with ADU)

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**REGULAR SESSION**

**Present:** Chair Rulon Homer, Vice Chair Erin Christensen; Commissioners Larry Steinhorst and Mike Plaizier. **Staff:** Community Development Director David Petersen and Assistant Community Development Director Lyle Gibson. **Excused:** Planning Secretary Carly Rowe, City Planner/GIS Specialist Shannon Hansell, Commissioners John David Mortensen, Samuel Barlow and Tyler Turner.

Chair Rulon Homer opened the meeting at 7:16 PM.

**SUMMARY ACTION (no public hearing on this items)**

**Item #1 Approval of September 22, 2022 Meeting Minutes**

Erin Christensen made a motion to approve the minutes from September 22, 2022.

Mike Plaizier seconded the motion, which was unanimously approved.

Chair Rulon Homer	X Aye ____ Nay
Vice Chair Erin Christensen	X Aye ____ Nay
Commissioner Larry Steinhorst	X Aye ____ Nay
Commissioner Mike Plaizier	X Aye ____ Nay

**ZONE TEXT AMENDMENTS**

**Item #2 Farmington City (Public Hearing) – Applicant is requesting recommendation for an amendment to Section 11-18-070 B. 5. b. (5) (A) (i) of the Zoning Ordinance related to large footprint buildings. (ZT-10-22)**

Recent reviews of land use applications by City staff related to large foot print buildings show that a particular sentence set forth in Section 11-18-070 B. 5. b. (5) (A) (i) of the Zoning Ordinance does not add to, or detract from, such reviews, and may be even confusing for some.

Chair Rulon Homer opened and closed the hearing due to no comments.

**MOTION**

Larry Steinhorst made a motion to move that the Planning Commission forward a favorable recommendation of the proposed text amendment below to the Farmington City Council because such a change may help reduce possible ambiguity that may occur during the development plan review process for large footprint buildings.

Erin Christensen seconded the motion, which was unanimously approved.

Chair Rulon Homer	X Aye ____ Nay
Vice Chair Erin Christensen	X Aye ____ Nay
Commissioner Larry Steinhorst	X Aye ____ Nay
Commissioner Mike Plaizier	X Aye ____ Nay

**11-18-070: DEVELOPMENT PLAN REVIEW:**

B. Review:

5. Standards and Criteria:

b. Site Design Criteria:

(5) Large Footprint Buildings:

- (A) Buildings with a footprint greater than twenty thousand (20,000) square feet that are not retail and wholesale sales individual tenant uses may be approved through the development review process. Such buildings must meet the regulations of this title with the following exceptions:
  - (i) Buildings are exempt from maximum lot width/size requirements; however, building footprints may not be larger than a single block. Block size is guided by the regulating plan and its associated design criteria detailed in section 11-18-040 of this chapter. ~~A development parcel may contain more than one block;~~

**Item #3 Farmington City (Public Hearing) – Applicant is requesting recommendation for amendments/additional text to Section 11-29-030 of the Zoning Ordinance to update the number of Class B Animals permitted on a property. (ZT-9-22)**

Farmington City ordinances currently allow for properties that are at least ½ an acre in size to keep Class B Animals such as horses, cows and sheep. Specifically, the ordinance allows for 2, horses or cows or four sheep, goats, pigs or similar size animals on the first ½ acre of ground. For lots larger than that an additional horse, 2 additional sheep goats, pigs or similar animals are allowed for each additional 5,000 sq. ft. of property.

This means 4 horses or cows on the first acre, and an additional 8 horses or cows for each acre thereafter. For comparison, below is a list of nearby communities and their allowance for animals such as horses.

- Farmington – 1 per 5,000**
- Layton – 1 per 20,000
- Kaysville – 1 per 21,780
- Fruit Heights – 1 per 20,000
- Centerville – 2 per 43,560 (done by points / animal units)
- Bountiful - 1 per 17,424 sq. ft. (done by points / animal units)
- West Bountiful – 1 per 17,424 sq. ft.

**Chair Rulon Homer** opened and closed the hearing due to no comments.

**MOTION**

**Erin Christensen** made a motion to move that the Planning Commission make a recommendation to the City Council to deny a change to the number of allowed Class B Animals on a property.

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

- |                               |                |
|-------------------------------|----------------|
| Chair Rulon Homer             | X Aye ____ Nay |
| Vice Chair Erin Christensen   | X Aye ____ Nay |
| Commissioner Larry Steinhorst | X Aye ____ Nay |
| Commissioner Mike Plaizier    | X Aye ____ Nay |

**Findings**

1. Reducing the number of larger animals per acre serve to limit impact on surrounding residents such as smell.
2. The amendment as proposed is still more permissive than neighboring communities to promote the agricultural heritage of Farmington City while bringing the potential number of animals down avoid potential nuisances within existing neighborhoods and ongoing development.

**OTHER BUSINESS**

**a. Planning Commissioner Training**

*This agenda item will be heard at a later date since 3 of the 7 commissioners are not in attendance tonight.*

**b. Miscellaneous, correspondence, etc.**

- a. Zone Text/Affordable Housing Inquiry
  - i. This was discussed during the work-session.
- b. Other



**ADJOURNMENT**

**Larry Steinhorst** made a motion to adjourn at 7:40 PM.

**Erin Christensen** seconded the motion, which was unanimously approved.

Chair Rulon Homer

X Aye \_\_\_\_\_ Nay

Vice Chair Erin Christensen

X Aye \_\_\_\_\_ Nay

Commissioner Larry Steinhorst

X Aye \_\_\_\_\_ Nay

Commissioner Mike Plaizier

X Aye \_\_\_\_\_ Nay



## Planning Commission Staff Report October 20, 2022

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### Item 2: Kent Special Exception – Driveway width

Public Hearing:	Yes
Application No.:	M-14-22
Property Address:	1060 N Main St
General Plan Designation:	LDR (Low Density Residential)
Zoning Designation:	LR (Large Residential)
Area:	0.48 Acres
Number of Lots:	1
Property Owner:	Scott A Kent
Agent:	Scott A Kent

Request: *Applicant is requesting a special exception for his driveway/curb cut.*

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#### **Background Information**

The applicant is requesting a special exception to widen his driveway to approximately 45 feet. The maximum curb cut for three “properly designated parking spaces” is 30 feet. Because the applicant lives on unimproved Main Street, there are no curb, gutter or sidewalks on the property’s frontage. This area of Main Street is slated to be fully improved in the next few years. The Main Street ROW is UDOT jurisdiction, thus curb cuts are monitored by that entity. However, before the Main Street improvements are in place, the applicant would like a wider driveway to better park, maneuver and access his RV. Considering the busy frontage, City staff agreed that such a wider driveway would be suitable in the interest of safety for traffic and homeowner alike.

#### **Suggested Motion**

Move the Planning Commission approve the driveway width special exception for 1060 N Main St, in accordance with all applicable Farmington City development standards and ordinances.

#### **Finding for Approval:**

1. A wider driveway would allow safer parking and moving of the applicants RV.

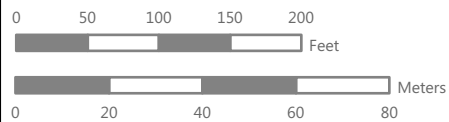
#### **Supplemental Information**

1. Vicinity Map
2. Site plan





**VICINITY MAP**  
1060 N Main St



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.



#17118

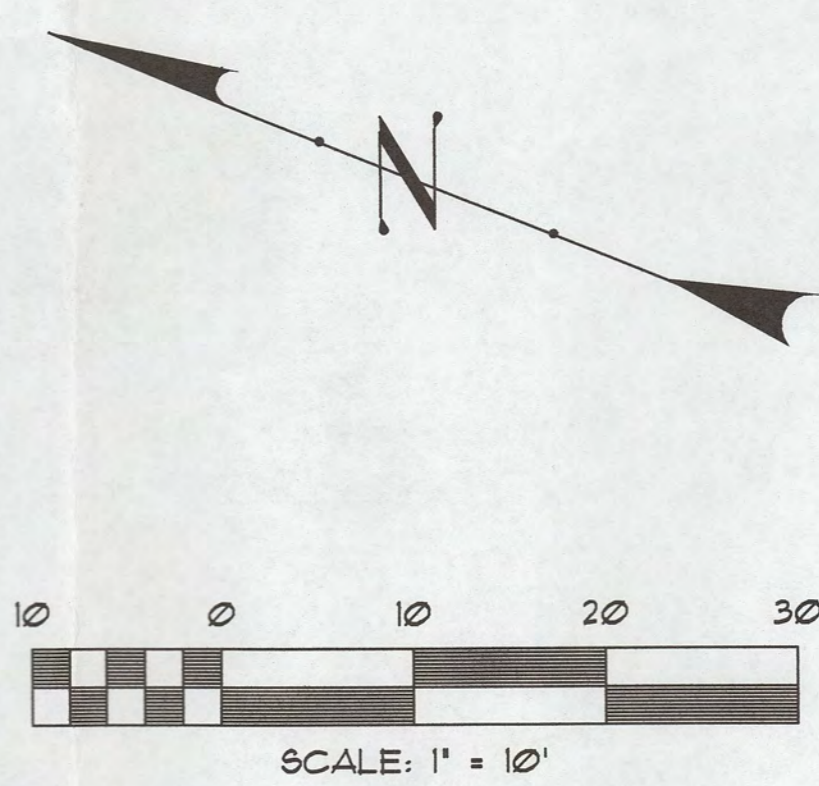
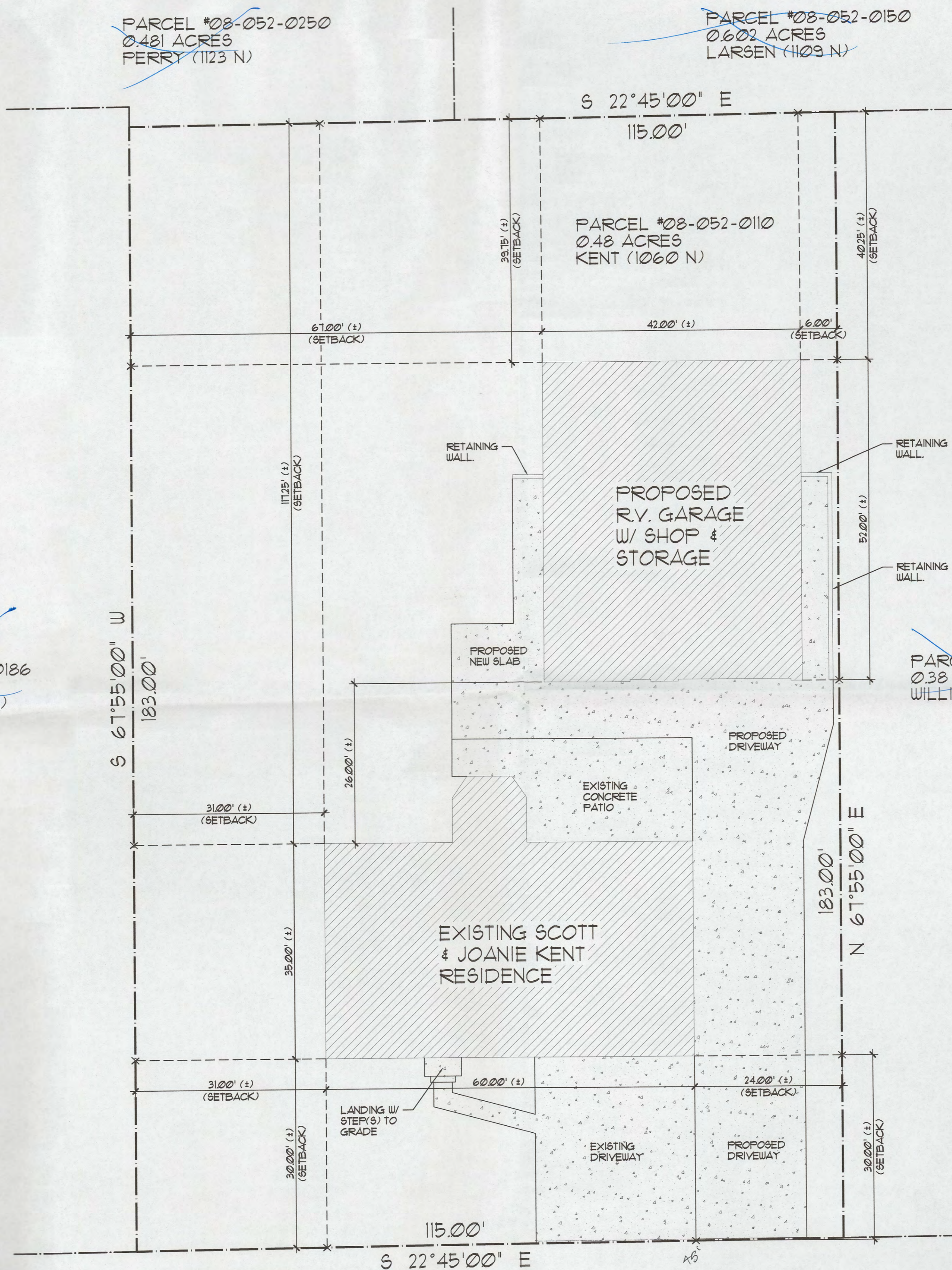
PARCEL #08-052-0250  
0.481 ACRES  
PERRY (1123 N)

PARCEL #08-052-0150  
0.602 ACRES  
LARGEN (1103 N)

PARCEL #08-052-0186  
0.16 ACRES  
ANDERSON (1086 N)

PARCEL #08-052-0070  
0.38 ACRES  
WILLIAMS (1058 N)

Accessory Building = 2184 sf  
footprint  
117.25' x 110'  
= 13483  
2184 / 13483  
= 16070



**SITE PLAN**

SCALE: 1" = 10'  
1060 NORTH MAIN STREET  
FARMINGTON, UTAH  
21,044 SQ. FT. (0.48 ACRES)

- LOT BOUNDARY
- BUILDING PAD
- PUBLIC EASEMENT
- EXISTING GRADE
- PROPOSED GRADE
- EXISTING WOOD FENCE

**Hunter Design Group, Inc.**  
Design & Detailing Services  
835 East South Temple #202  
Salt Lake City, Utah 84102  
email: jhunter@hdcad.com  
phone: (801) 721-5198



**SITE PLAN**  
**SCOTT & JOANIE KENT RESIDENCE**  
DETACHED GARAGE/SHOP DESIGN  
1060 NORTH MAIN STREET  
FARMINGTON, UTAH

RELEASE DATE: 02/11/22

REVISIONS:  
date: 02/04/22 item: PERMIT SET

DRAWN BY: JOE HUNTER

NO. OF SHEETS: 1 OF 1

SHEET NO. **SP**





## Planning Commission Staff Report October 20, 2022

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### Item 3: Beynon Accessory Dwelling Unit – Conditional Use

Public Hearing:	Yes
Application No.:	C-16-22
Property Address:	871 S Shirley Rae Dr
General Plan Designation:	PPR (Pub/Priv Rec Open Space and/or Parks Very Low Density)
Zoning Designation:	AA (Agricultural Very Low Density)
Area:	0.50 Acres
Number of Lots:	1
Property Owner:	Jeffrey Beynon
Agent:	Jeffrey Beynon

Request: *Applicant is requesting a conditional use approval for an Accessory Dwelling Unit (ADU).*

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#### **Background Information**

The applicant is requesting conditional use approval to establish an ADU in a planned detached building. Accessory dwelling units are conditional uses, meaning that they are permitted but the Planning Commission may or may not, after review, add conditions to mitigate potential negative impacts.

#### **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”.

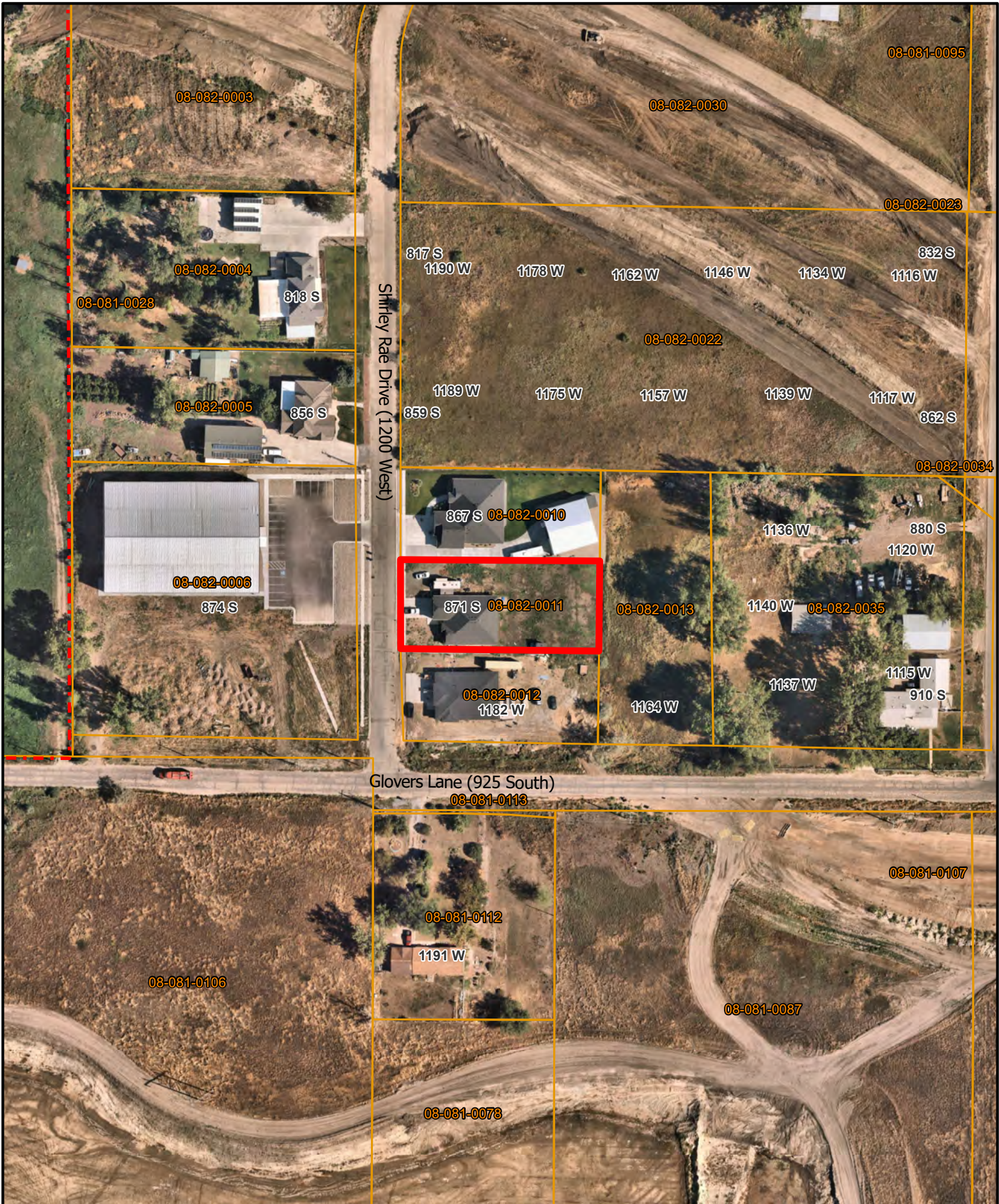
#### **Findings for Approval:**

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 least one designated off-street parking space and the site plan shows that this is the case. The property is large enough to accommodate the necessary parking requirements, and the lot width allows for two separate driveway/approaches which to not conflict with one another.
4. The proposed conditions can mitigate reasonably anticipated detrimental impacts to the neighborhood.

#### **Supplemental Information**

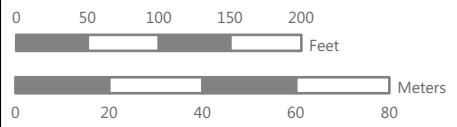
1. Vicinity Map
2. Site plan and elevations





# VICINITY MAP

871 S Shirley Rae Dr



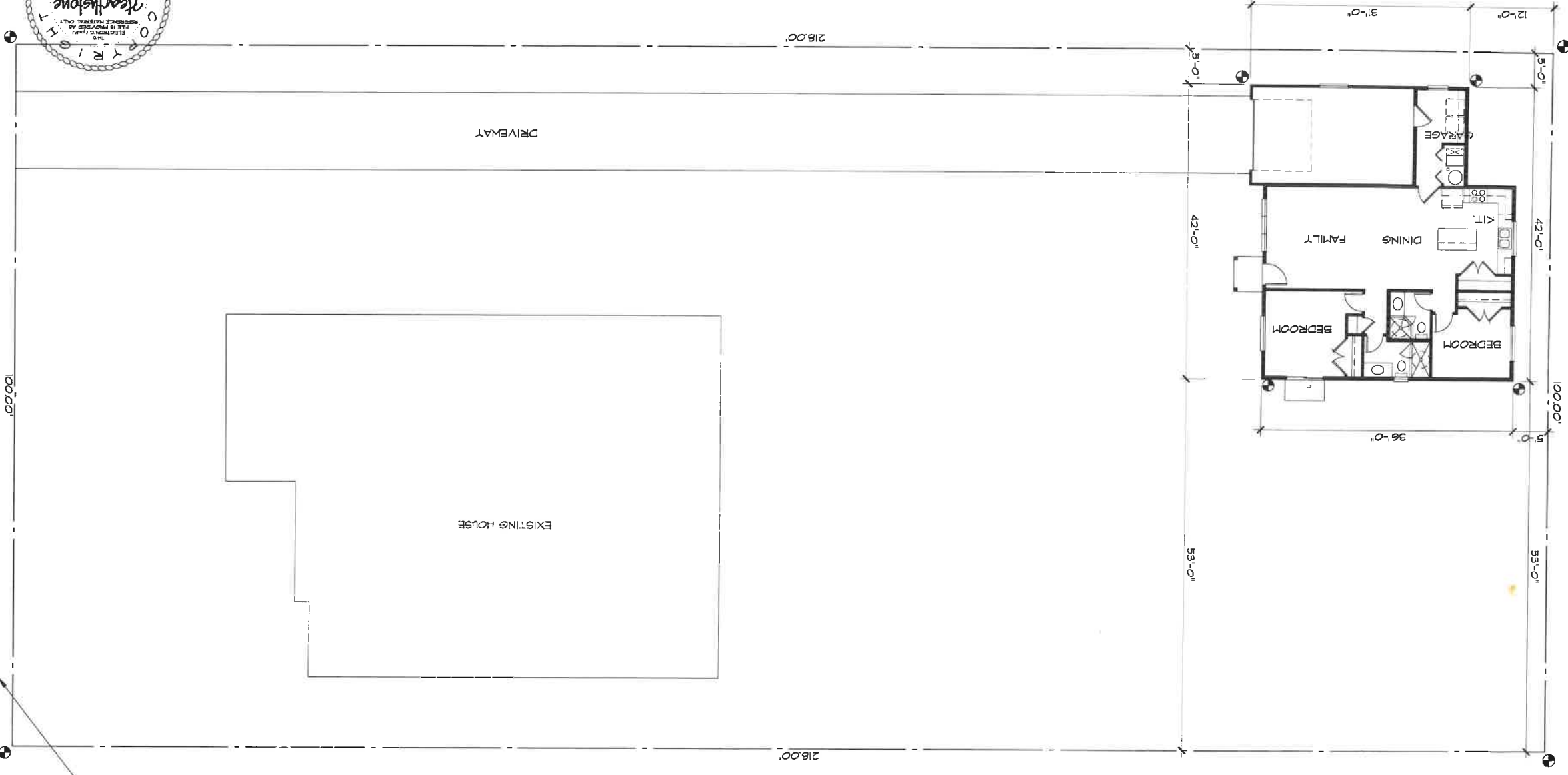
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871 SHIRLEY RAE DRIVE  
FARMINGTON, UT 84201



SITE PLAN  
SCALE: 1"=10'



SHEET

BETNON CASITA

JEFFREY AND LESLIE BETNON  
871 SHIRLEY RAE DRIVE  
FARMINGTON, UTAH  
DATE: 17 AUGUST 2022

Heartystone Home Design  
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Tel: Free 1-866-278-2505  
www.heartstonedesign.com

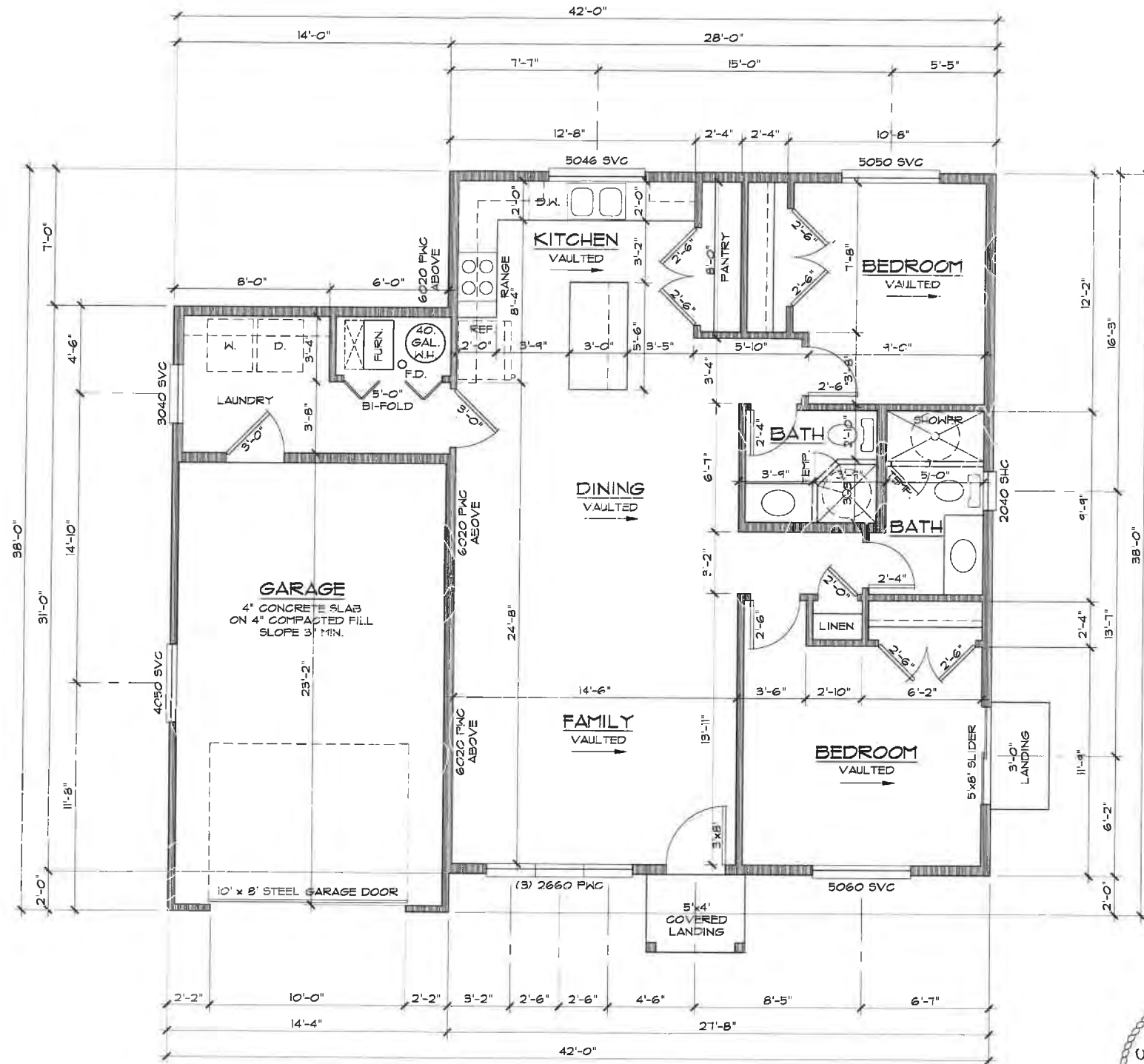
THIS SITE PLAN IS BASED ON INFORMATION PROVIDED BY OTHERS. ALTHOUGH EVERY EFFORT IS MADE TO ENSURE ACCURACY, HEARTYSTONE DESIGN ASSUMES NO LIABILITY FOR THE PLACEMENT OF THE HOUSE ON THE LOT. IT IS THE RESPONSIBILITY OF THE OWNER/BUILDER TO VERIFY ALL ACTUAL SITE CONDITIONS AS WELL AS COMPLIANCE WITH ALL LOCAL ORDINANCES, EASEMENTS, SETBACKS ETC.

SURFACE WATER SHALL DRAIN AWAY FROM THE HOUSE AT ALL POINTS. DRAINAGE WATER SHALL DRAIN TO THE STREET OR TO AN APPROVED DRAINAGE COURSE BUT NOT ONTO NEIGHBORING PROPERTIES. THE GRADE OF 6 INCHES WITHIN THE FIRST 10 FEET (5%).

ELEVATIONS (ASSUMED)  
TOP OF FTS (8' FND) = 91'-0"  
TOP OF FTS (4' FND) = 90'-0"  
GARAGE = 98'-6"  
TOP OF FND = 99'-0"  
MAIN FLOOR = 100'-0"



819



**MAIN FLOOR PLAN**  
 SCALE: 1/4"=1'-0" 1120 SF.



**PRELIMINARY**  
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 Toll Free: 1-866-298-2505  
 www.hearthstonedesign.com

JEFFREY AND LESLIE BEYNON  
 871 SHIRLEY RAE DRIVE  
 FARMINGTON, UTAH  
 DATE: 17 AUGUST 2022

**BEYNON CASITA**

SHEET  
**N**





## Planning Commission Staff Report October 20, 2022

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### Item 4: Conditional Use Permit Application—Outdoor Recreation Use

Public Hearing: Yes  
Application No.: C-15-22  
Property Address: 37 North Buffalo Road  
General Plan Designation: DR (Development Restrictions, Very Low Density, and/or Agriculture Open space; and RRD (Rural Residential Density)  
Zoning Designation: AA  
Area: 51.31 acres  
Number of Parcels: 1  
Property Owner/Applicant: Viking Real Estate LLC and Zeus Investments (Spencer Plummer)

*Request: Applicant is requesting a conditional use permit for an outdoor recreation use.*

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#### **Background Information:**

The subject property is zoned AA and a “Commercial outdoor recreation, minor [use] (i.e., family reunion center, outdoor reception facilities, equestrian facilities, picnic grounds, tennis courts, etc.)” is allowed as a conditional use in the AA zone. However, the application is for an “outdoor recreation use” (not a “Commercial outdoor recreation” use) and the applicant did not provide details and/or describe what his proposed use means. The applicant also did not provide information related to the standard of review for conditional use permits set forth in Section 11-8-050 of the Zoning Ordinance (see attached) and consequently several questions remain unanswered, including but not limited to the following:

- What does “outdoor recreation use” mean?
- What type of outdoor recreation is involved?
- Is it a private for-profit commercial use?
- A quasi-public use as defined by City ordinances?
- How much of the property (land area) will be devoted to the use?
- If the use requires playing fields, how many and where will they be located on site?
- How many individuals will be on the property at any one time?
- What are the hours of operation for the use?
- What is the anticipated vehicle trip generation/traffic volume for the use for the entire site and how will impact the existing street network?
- Is outdoor lighting involved?
- . . . other unanswered question as directed by the Planning Commission.

A conservation easement is recorded on the property (see enclosed document) which allows for “Non-commercial and non-motorized recreational uses of the property” as a conditional use, “such as trails,

bikeways, playing fields and playgrounds, in designated areas only as delineated on **Exhibit “B”** (Section 5. (b)(i)).

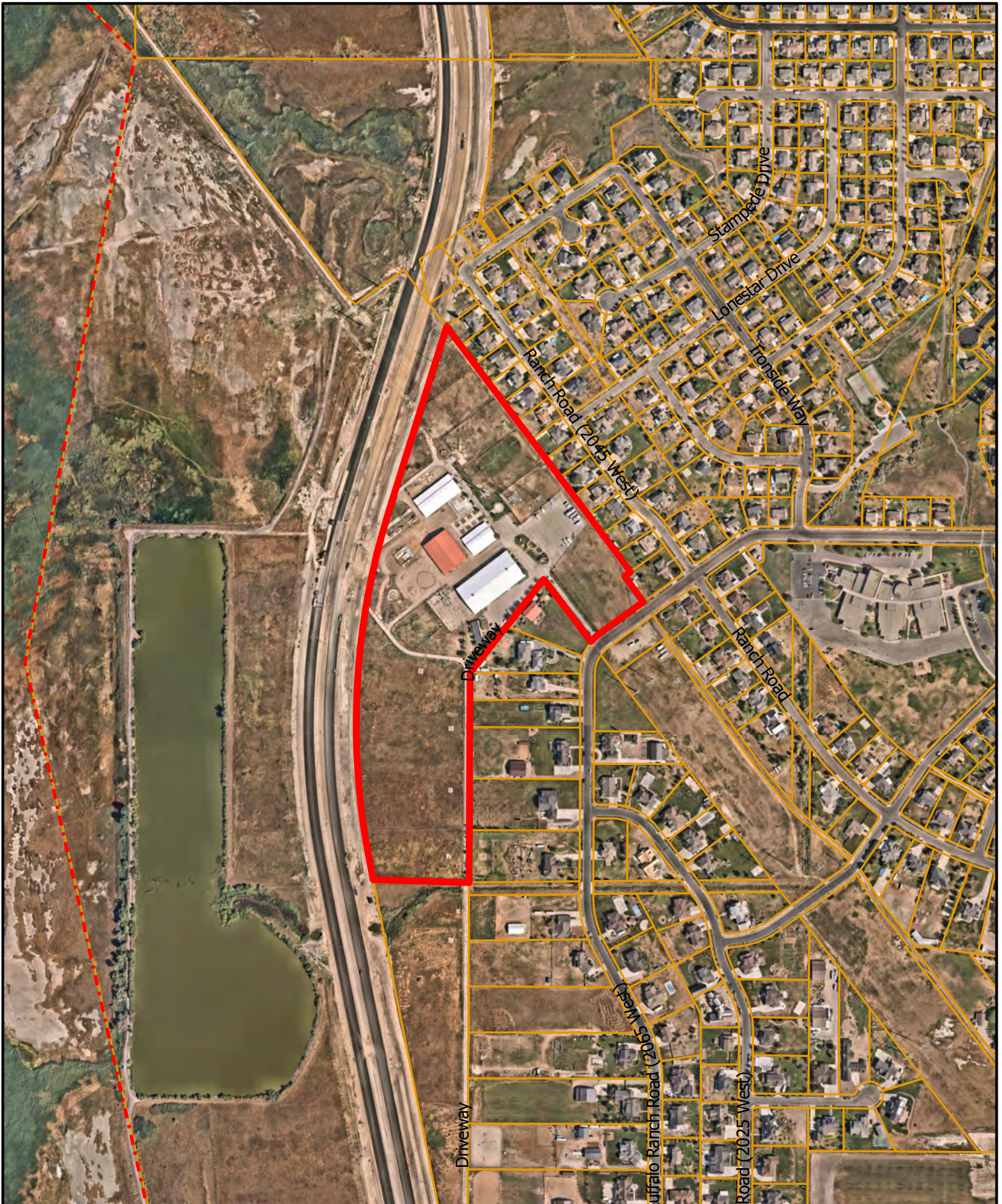
**Suggested Motion:**

Move that the Planning Commission table consideration of the request to allow time for the applicant to describe and present details about the proposed use referenced in the background information of the staff report and review of the application by the City’s DRC (Development Review Committee).

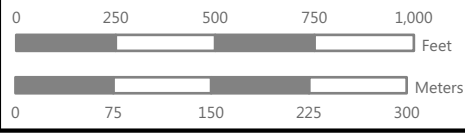
**Supplemental Information**

1. Vicinity Map
2. Zoning Map
3. Spencer Plummer Letter, September 29, 2022, and supporting map
4. Section 11-10-020 Schedule of Uses
5. Section 11-8-050 Conditional Use Standards
6. Conservation Easement



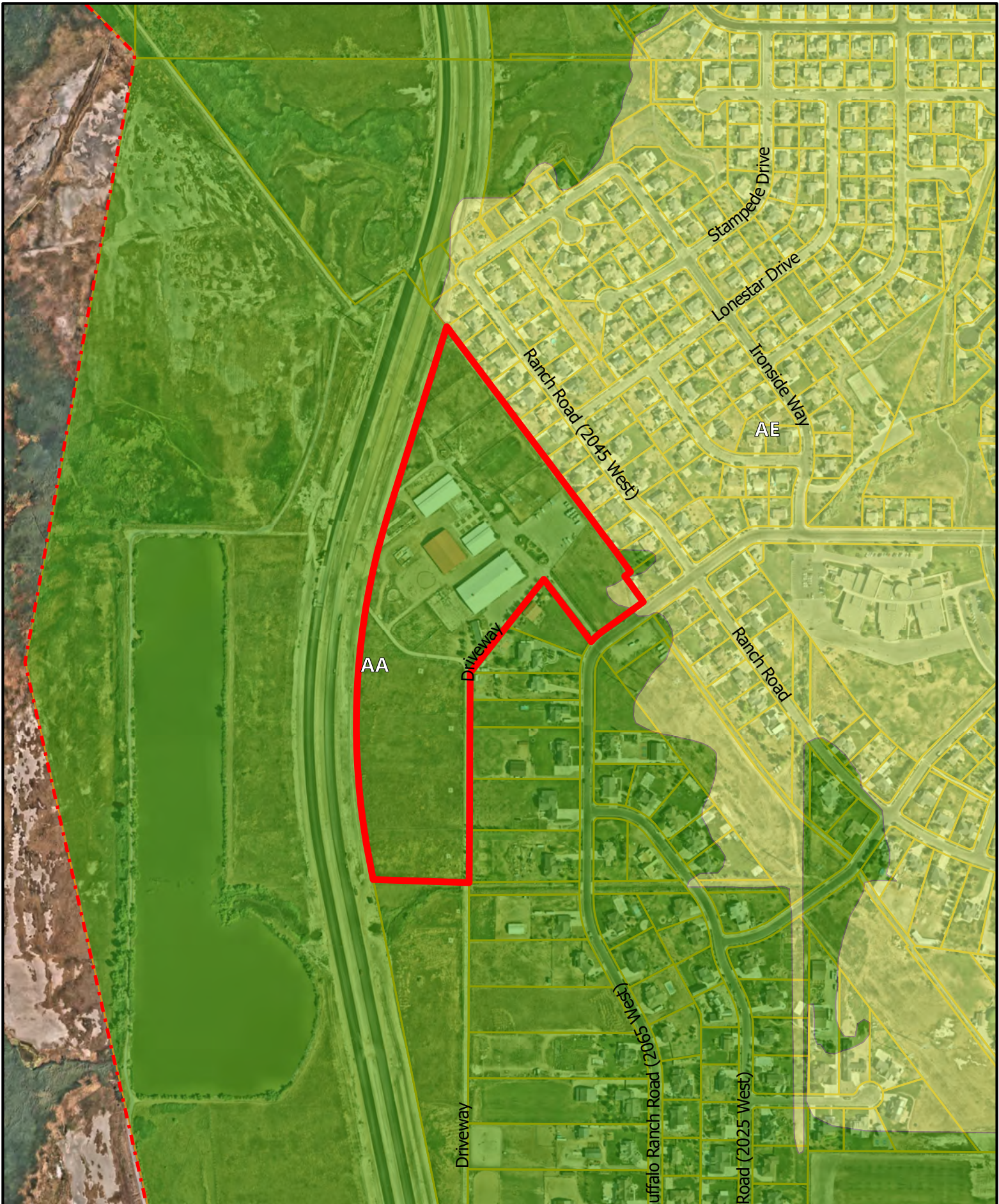


**VICINITY MAP**  
**Plummer Conditional Use**

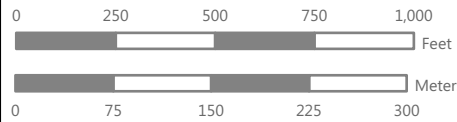


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**VICINITY MAP**  
Plummer Conditional Use



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September 29, 2022

David E. Petersen  
Community Development Director  
Farmington City  
160 S Main  
Farmington, Utah 84025

Re: Uses

Dear Mr. Dave Petersen,


Thank you for your time again today to discuss the economic development of our property that has been bisected and impacted 100% by the new WDC highway.

We are applying for outdoor recreation use. The facilities needed are already built and do not need any additional structure to complete this conditional use. Outdoor recreation is a permitted use under the current zoning of AA. The WDC highway has not discouraged the operators requested use. As part of this use, the operators want access and use to the bathrooms and offices located in building 2.

Use is not burdened with a land shortage. Property is already developed with access and parking without a need for parking on the city streets. Storm drains are located throughout the north end to the south end, where WDC highway has connected through us.

Should you need any clarification or more familiarity of our orphaned property, feel free to call.

Sincerely,



Spencer D. Plummer  
Manager  
Office Number: (385) 888-4858

Cc: Mayor Anderson, Planning Commission, City Council, Paul Roberts, Barry Johnson

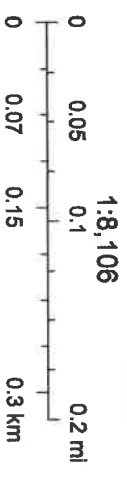
# ArcGIS Web Map



9/29/2022, 11:28:26 AM

Farmington City Boundary

Parcels





## 11-10-020 Schedule of Uses

Use	Agricultural Zones		
	AA	A	AE
Accessory dwelling unit	C	C	C
Accessory living quarters	C	X	X
Agriculture	P	P	P
Boarding kennel	X	C	X
Class A animals (small animals)	P	P	P
Class B animals (large animals)	P	P	P
Class C animals (commercial farming)	P	P	C
Class D animals (dangerous animals)	X	X	X
Commercial outdoor recreation, minor (i.e., family reunion center, outdoor reception facilities, equestrian facilities, picnic grounds, tennis courts, etc.)	C	C	C
Daycare, preschool	X	C	C
Fruit and vegetable stands for sale of produce grown on the premises	P	P	P
Greenhouse/garden center (retail or wholesale) less than 5 acres	C	C	C
Home occupations complying with provisions of the home occupation chapter of this title, except as specified in section <a href="#">11-35-040</a> of this title	P	P	P
Home occupations specified in section <a href="#">11-35-040</a> of this title	C	C	C
Internal accessory dwelling unit	P	P	P
Private school, public school or hospital	X	C	C
Public uses	X	C	C
Public utility installations (not including lines and rights-of-way)	C	C	C
Quasi-public uses	X	C	C
Radio, television and telephone transmission and relay towers and facilities, except as specified in section <a href="#">11-28-190</a> of this title	C	C	C
Residential facilities for the elderly	X	C	C
Residential facilities for the disabled	P	P	P
Signs complying with title 15 of this Code	P	P	P
Single-family dwelling	P	P	P
Sportsman's kennel (3 to 5 dogs for noncommercial use)	C	C	C
Trails and parks	C	C	C
Uses customarily accessory to a listed conditional use	C	C	C
Uses customarily accessory to a listed permitted use	P	P	P
Veterinary clinic	C	C	C

### **11-8-050: CONDITIONAL USE STANDARDS:**

Conditional use applications shall be reviewed in accordance with, and shall conform to, all of the following standards:

A. Necessity: The proposed use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general well being of the community;

B. Compliance: The proposed use shall comply with the regulations and conditions in this title for such use;

C. Comprehensive Plan: The proposed use shall conform to the goals, policies and governing principles of the comprehensive plan for Farmington City;

D. Compatibility: The proposed use shall be compatible with the character of the site, adjacent properties, surrounding neighborhoods and other existing and proposed development;

E. Adequate Improvements: Adequate utilities, transportation access, drainage, parking and loading space, lighting, screening, landscaping and open space, fire protection, and safe and convenient pedestrian and vehicular circulation are available or may be provided; and

F. Use Not Detrimental: Such use shall not, under the circumstances of the particular case, 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. A proposed use shall be considered detrimental:

1. If it will cause unreasonable risks to the safety of persons or property because of vehicular traffic or parking, large gatherings of people, or other causes;
2. If it will unreasonably interfere with the lawful use of surrounding property; or
3. If it will create a need for essential municipal services which cannot be reasonably met.



(9) (9)

Σ 1/2 22 }  
Σ 1/2 07 } 3000

J-1

**WHEN RECORDED, MAIL TO:**

Farmington City  
c/o City Manager  
130 North Main  
P.O. Box 160  
Farmington, Utah 84025

E 1893293 B 3341 P 1691  
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2003 JUL 29 2:01 PM FEE 48.00 DEP MEC  
REC'D FOR WESTERN STATES TITLE COMPANY

**CONSERVATION EASEMENT**

(OPEN SPACE AND FARMLAND)

CERTIFIED AS A FULL TRUE  
AND CORRECT COPY OF THE  
ORIGINAL  
WESTERN STATES TITLE CO.



**THIS CONSERVATION EASEMENT** is made this 2nd day of July, 2003, by VIKING REAL ESTATE, L.L.C., a Utah limited liability company (hereinafter "Grantor"), whose address is Attn: S. David Plummer, 877 Signal Hill, Fruit Heights, Utah 84037, in favor of FARMINGTON CITY, a Utah municipal corporation, (hereinafter "Grantee"), whose mailing address is P. O. Box 160, Farmington, UT 84025.

**RECITALS:**

**WHEREAS**, Grantor is the sole owner in fee simple title of certain real property located in Farmington City, Davis County, State of Utah, which property is more particularly described herein at Section 2, hereinafter referred to as the "Property"; and

**WHEREAS**, the Property possesses unique and sensitive natural, scenic, open space, wildlife, farmland, floodplain, and/or wetland values (collectively referred to as "conservation values") of great importance to the Grantor, the Grantee, Farmington City, and the public; and

**WHEREAS**, Grantor intends that the conservation values of the Property be preserved and maintained by continuation of the use of the Property in such a way which does not significantly impair or interfere with those values and which provides for appropriate ecological, agricultural, open space, recreational and educational uses of the Property; and

**WHEREAS**, Grantor intends to preserve and protect the conservation values of the Property in perpetuity through this Easement and dedication of the same to Grantee.

**WHEREAS**, Grantee is a tax exempt entity under Section 501(c) of the *Internal Revenue Code* qualified to acquire a conservation easement under the terms of *Utah Code Ann. § 57-18-3*, as amended.

**NOW, THEREFORE**, in consideration of the above and the covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Utah,

particularly the Utah Land Conservation Easement Act as set forth in *Utah Code Ann.* § 57-18-1, et seq., as amended, with the intention of making an irrevocable easement in perpetuity, Grantor hereby agrees and conveys as follows.

1. Conveyance. Grantor hereby grants and warrants to Grantee, a perpetual conservation easement as hereinafter defined (the "Easement") over and across all the Property to preserve, restore and protect the natural, ecological, water, wildlife, open space, farmland, wetland, floodplain, scenic, educational and aesthetic values present on the Property, to have and to hold unto Grantee, its successors and assigns forever.

(a) Property. The Property subject to this Easement consists of approximately 286 acres of the Farmington Ranches Conservation Subdivision Development located in Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, State of Utah, as more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

2. Current Use and Condition of Property. The Property presently consists of wetlands, pasture lands, agricultural structures including barn and silos, and natural open spaces and is located at approximately 100 North and 2000 West, Farmington, Utah. The existing, permitted, and conditional uses of the Property are more particularly described on the Use Map set forth in **Exhibit "B,"** attached hereto and incorporated herein by this reference. The Property has the following specific conservation values: unique, sensitive, natural, ecological, educational, scientific, scenic, aesthetic, wildlife, farmlands, water resources, wetlands, riparian communities, floodplains and open space.

3. Purpose. Grantor is the fee simple title owner of the Property and is committed to preserving the conservation values of the Property. The purpose of this Easement is to assure that the Property will be retained forever in its natural, scenic, agricultural and/or open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Any use of the Property which may impair or interfere with the conservation values, unless expressly permitted in this Easement, is expressly prohibited. Grantor agrees to confine use of the Property to activities consistent with the purposes of this Easement and preservation of the conservation values of the Property.

4. Duration. The duration of the Easement shall be perpetual.

5. Permitted and Conditional Uses.

(a) Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property are permitted:

(i) Conservation of open land in its natural state.

(ii) Agricultural uses, including raising crops, raising and breeding class "B" and "C" livestock, as defined by Farmington City Ordinances, and the training, breeding and selling of horses, excluding commercial livestock operations involving swine, poultry and mink, in designated areas only as delineated on **Exhibit "B."**

(iii) Pastureland for sheep, cows and horses in designated areas only as delineated on **Exhibit "B."**

(iv) Equestrian facilities for class "B" and "C" animals, as defined by Farmington City Ordinances, in designated areas only as delineated on **Exhibit "B;"** provided, enclosed riding arena(s) shall require a conditional use permit from the City of Farmington in accordance with the provisions of Subsection (b).

(v) Underground utility facilities and easements for drainage, sewer, water, or other public facilities and purposes, including easements for maintenance access to such facilities, in locations as approved by the City of Farmington, subject to restoration of the Property to its natural condition within a reasonable time frame not to exceed ninety (90) days, unless otherwise agreed to in writing by the Grantee, which restoration shall be conducted to the reasonable satisfaction of the Grantee to protect and preserve the conservation values of the Property. Nothing contained herein shall prevent the continued use of existing above-ground utility facilities to the extent permitted by law as delineated on the Use Map set forth in **Exhibit "B."**

(vi) Public streets approved by the City of Farmington in designated areas as set forth on approved subdivision plat(s) and access roads necessary for reasonable access to and for permitted and conditional uses in designated areas as delineated on **Exhibit "B."**

(vii) Although fencing is not encouraged, existing fences may be repaired and replaced, and new fences may be built on the Property as necessary and appropriate in connection with permitted or conditional uses such as grazing and equestrian uses.

(viii) Existing agricultural and residential structures and improvements may be repaired, reasonably enlarged and replaced at their current locations as delineated on **Exhibit "B."**

(ix) Livestock grazing may be permitted on the Property in designated areas as delineated on **Exhibit "B,"** provided that good range stewardship and proper management of livestock is provided. Livestock grazing shall not exceed a

degree of use described as good to excellent by the United States Department of Agriculture - Natural Resource Conservation Service, and shall not materially degrade or deteriorate the range resource, wildlife habitat or conservation values of the Property.

(b) Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property may be permitted as a conditional use, subject to obtaining a conditional use permit from the City of Farmington for such use in accordance with City Ordinances regarding the same:

(i) Non-commercial and non-motorized recreational use of the Property, such as trails, bikeways, playing fields and playgrounds, in designated areas only as delineated on **Exhibit "B."**

(ii) Community open space uses, such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses, excluding motorized vehicles, firearm shooting ranges and commercial uses, in designated areas only as delineated on **Exhibit "B."**

(iii) Accessory buildings and structures used solely in connection with permitted agricultural uses, such as barns, silos, and residential structures used solely to house farm owners or employees, in designated areas only as delineated on **Exhibit "B."** The location and construction of such accessory structures shall be consistent with the conservation and agricultural uses of the Property.

(iv) Educational structures and improvements in designated areas as delineated on **Exhibit "B."** The establishment of such structures and improvements shall be limited to education purposes and shall be consistent with the conservation and agricultural uses of the Property. Residential use of such structures may be permitted as part of the conditional use permit solely to house conservation easement management or enforcement personnel.

(v) Water structures, improvements, marshlands, wetlands, riparian communities and ponds may be established, constructed and maintained on the Property, provided such structures or improvements are consistent with the conservation purposes of this Easement.

6. Prohibited Uses. Any activity on or use of the Property not specifically listed as a permitted use or activity as set forth herein and/or any activity on or use of the Property which is inconsistent with the purpose of this Easement or detrimental to the conservation values is expressly prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:



- (a) Any residential, commercial or industrial activity, except as expressly permitted in this Easement.
- (b) Any development, construction or location of any man-made modification or improvements such as buildings, structures, fences, roads, parking lots, or other improvement on the Property, except as expressly permitted in this Easement.
- (c) Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the Property.
- (d) Any dumping or storing of ashes, trash, garbage or junk on the Property.
- (e) The manipulation or alteration of natural watercourses, wetlands, or riparian communities, except as expressly permitted herein or as approved by the City of Farmington as designated on approved subdivision plat(s), necessary for the use of the Property and then, in any event, only to the extent that such manipulation or alteration shall not result in a significant injury to or the destruction of significant conservation values.
- (f) Burning of any materials on the Property, except as necessary for agricultural, drainage and fire protection purposes.
- (g) The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles, except as may be necessary to maintain and operate the Property and to maintain and operate utility lines running through the Property in accordance with the terms and conditions of such approved use and the maintenance plan for the Property.
- (h) Hunting or trapping for any purpose other than predatory or problem animal control on the Property.
- (i) Establishment or maintenance of any grazing or livestock feedlots on the Property, which shall be defined for purposes of this Easement as a permanently constructed confined area or facility within which the land is not grazed or cropped annually, for purposes of engaging in the business of the reception and feeding of livestock for hire.
- (j) Any agricultural use of the Property not expressly permitted herein.
- (k) Advertising of any kind or nature on the Property and any billboards or signs; provided, directory and information signs may be displayed describing the Conservation Easement and prohibited or authorized use of the same and signs regarding any permitted or conditional use on the Property. Additional signs regarding permitted or

conditional uses on the Property or directory or information signs within the Conservation Easement shall comply with all applicable Farmington City Ordinances, including, but not limited to, the Farmington City Sign Ordinance, and all signs shall be consistent with the conservation and agricultural uses of the Property.

(l) Any cutting of trees or vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses.

(m) The change, disturbance, alteration, or impairment of the significant natural ecological features and values of the Property or the destruction of other significant conservation interests on the Property.

(n) The division, subdivision or *de facto* subdivision of the Property; except for subdivision and dedication of the Property as necessary to dedicate approved trails within the Property, including the Great Salt Lake Shoreline Trail and the Cross Project Trail, as specifically delineated on **Exhibit "B,"** or as necessary and desirable to dedicate a portion of the underlying fee to a qualified conservation organization in accordance with the purposes and intent of this Easement for the preservation, protection and enhancement of the conservation values of the Property.

(o) Changing the topography of the Property by placing on it any soil, dredging spoils, land fill, or other material, except as necessary to conduct specific agricultural purposes or to construct other structures, conditions or improvements as permitted herein.

(p) All other uses and practices inconsistent with and significantly detrimental to the stated objectives and purpose of the Easement.

7. Rights of the Grantee. Grantor confers the following rights upon Grantee to perpetually maintain the conservation values of the Property and to accomplish the purpose of this Easement.

(a) Grantee has the right to enforce the terms of this Easement for the purpose of preserving and protecting the conservation values of the Property.

(b) Grantee has the right to enter upon the Property at reasonable times to monitor or to enforce compliance with this Easement and to inspect and enforce the rights herein granted; provided that such entry shall not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property.

(c) Grantee has the right to enjoin and prevent any activity on or use of the Property that is inconsistent with the terms or purposes of this Easement and to preserve and protect the conservation values of the Property.

(d) Grantee has the right to require restoration of the areas or features of the Property which are damaged by activity inconsistent with this Easement.

(e) Grantee has the right to place signs on the Property which identify the Property as being protected by this Easement.

(f) Grantee has the right to enter on the property to study and make ecological and scientific observation of the Property and its ecosystems.

8. Duties of the Grantor. Grantor retains ownership rights of the underlying fee simple title to the Property which are not expressly restricted by this Easement. In accordance with rights reserved in Grantor by this Easement, Grantor shall be subject to all terms, conditions and restrictions of this Easement and shall have the affirmative duty to refrain from conducting or causing to be conducted any action inconsistent with the purpose and provisions of this Easement and to take reasonable actions to preserve and protect the aesthetic, open space, farmland, floodplain, wetland and/or wildlife habitat values of the Property.

9. Enforcement of Easement.

(a) Notice and Demand. If Grantee determines that Grantor is in violation of this Easement, or that a violation is threatened, the Grantee may provide written notice to the Grantor of such violation and request corrective action to cure the violation or to restore the Property. In the event Grantee determines that the violation constitutes immediate and irreparable harm, such notice shall not be required.

(b) Failure to Act. If, for a 30-day period after the date of the written notice from Grantee to Grantor, the Grantor continues violating the Easement, or if the Grantor does not abate the violation and implement corrective measures requested by the Grantee, the Grantee may bring an action in law or in equity to enforce the terms of the Easement. The Grantee is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Property. If the court determines that the Grantor has failed to comply with this Easement, the Grantor agrees to reimburse Grantee for all reasonable costs and attorneys fees incurred by the Grantee compelling such compliance.

(c) Absence of Grantor. If the Grantee determines that the Easement is, or is expected to be, violated, the Grantee shall make good-faith efforts to notify the Grantor. If, through reasonable efforts, the Grantor cannot be notified, and if the Grantee determines that circumstances justify prompt action to mitigate or prevent impairment of

the conservation values, then the Grantee may pursue its lawful remedies without prior notice and without waiting for Grantor's opportunity to cure. Grantor agrees to reimburse Grantee for all costs reasonably incurred by Grantee in pursuing such remedies.

(d) **Actual or Threatened Non-Compliance.** Grantor acknowledges that actual or threatened events of non-compliance under this Easement constitute immediate and irreparable harm. The Grantee is entitled to invoke the equitable jurisdiction of the court to enforce this Easement.

(e) **Injunctive Relief and Restoration.** Any violation of the Easement shall be subject to termination through injunctive proceedings with the imposition of temporary restraining orders or through any other legal means, it being recognized that monetary damages and/or other non-injunctive relief would not adequately remedy the violation of the covenants and restrictions of the Easement. In addition, subject to the provisions set forth herein, the Grantee shall have the right to enforce the restoration of the portions of the Property affected by activities in violation of the Easement to the condition which existed at the time of the signing of this instrument.

(f) **Cumulative Remedies.** The remedies set forth herein are cumulative. Any, or all, of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Easement.

(g) **Waiver.** A delay in enforcement shall not be construed as a waiver of the Grantee's right to enforce the terms of this Easement.

#### 10. Permitted Construction and Maintenance Activities.

(a) Grantor hereby reserves the right to enter upon the Property to conduct the following activities: to construct such structures and improvements permitted herein in conjunction with permitted and conditional uses of the Property.

(b) Grantor reserves the right to use, maintain, establish, construct and improve water sources, water courses, marshlands and ponds within the Property for uses permitted by this Easement, provided Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion, or improve the agricultural or wetlands potential of the Property, provided such alteration is consistent with the conservation purpose of this Easement. Grantor retains and reserves the right to use any appurtenant water rights sufficient to maintain the agricultural and educational productivity of the Property. Grantor shall not transfer, encumber, lease, sell or otherwise sever any water, mineral or other rights from title to the Property itself.



(c) This Easement is subject to the rights of Grantor, Farmington City or any other agency or utility to enter upon the Property for the construction, installation, operation and maintenance of subsurface utilities as permitted herein. After exercise of rights retained herein, Grantor or the permitted entity or utility company in interest, shall take reasonable actions to restore the Property to its natural condition existing prior to the conduct of any of the foregoing activities.

11. Extinguishment of Development Rights. Except as otherwise reserved to the Grantor in this Easement, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise or used for the purpose of calculating permissible lot yield of the Property or any other property.

12. Maintenance. The Property shall be maintained by Grantor in accordance with the Maintenance Plan set forth as **Exhibit "C,"** attached hereto and incorporated herein by this reference. Grantor shall be solely responsible for the upkeep and maintenance of the Property.

13. Taxes. Grantor shall pay all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property, including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor shall reimburse Grantee for the same.

14. Indemnification. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents and contractors, and the successors and assigns of each of them, collectively referred to as the "Indemnified Parties," from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee. Grantor shall keep the Property insured with comprehensive general liability insurance against claims for personal injury, death and property damage and shall name Grantee as an additional insured party on all such insurance policies, providing Grantee evidence of such insurance upon request.

15. Transfer of Grantee's Interest. If the Grantee determines that it no longer is able to enforce its rights under this instrument or that it no longer desires to enforce the rights, or desires to assign enforcement rights to a qualified organization under Section 501(c)(3) and/or 170(h)(3) of the *Internal Revenue Code*, the Grantee shall be entitled to convey in whole or in part all of its rights under this instrument and deliver a copy of this instrument to an organization designated by the Grantee and described in or contemplated by Section 501(c)(3) and/or 170(h)(3) of the Code, or the comparable provision in any subsequent revision of the Code, to ensure that the Easement is enforced. Furthermore, the Grantee is hereby expressly prohibited from subsequently transferring the Easement, whether or not for consideration, unless (a) the

Grantee, as a condition of the subsequent transfer, requires that the conservation purposes which the Easement is intended to advance continue to be carried out; and (b) the transferee is an organization qualifying at the time of the transfer as an eligible donee under Section 501(c)(3) and/or 170(h)(3) of the Code and regulations promulgated thereunder.

16. Cessation of Grantee's Existence. If Grantee shall cease to exist or if the Grantee is no longer authorized to acquire and hold conservation easements, then this Easement shall become vested in another entity. Any successor entity shall be a qualified organization for the purposes of Section 501(c)(3) and/or 170(h)(3) of the *Internal Revenue Code*.

17. Termination of the Easement. This Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Easement's purpose or by exercise of eminent domain in accordance with the provisions set forth herein. The fact that the Grantee may have title to the Property and therefore may become an Owner for purposes of this Easement shall not cause a termination of this Easement by operation of the doctrine of merger or otherwise. The Grantee shall not voluntarily or willingly allow the termination of any of the restrictions of this instrument, and if any or all of the restrictions of the Easement are nevertheless terminated by a judicial or other governmental proceeding, any and all compensation received by the Grantee as a result of the termination shall be used by the Grantee in a manner consistent with the conservation purposes of the Easement. If subsequent circumstances render the purposes of this Easement impossible to fulfill, then this Easement may be partially or entirely terminated only by judicial proceedings.

18. Transfer of Grantor's Interest. The Grantor shall incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Any such transfer of interest shall be subject to the restrictions set forth in this Easement. The failure of the Grantor to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way. Upon proper and permitted conveyance of title to the Property, the Grantor shall be released from its obligations under this Easement.

19. Notices. Any notice, demand, request, consent, approval, or communication shall be in writing and served personally or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the following:

To Grantee:

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

To Grantor:

VIKING REAL ESTATE, L.L.C  
Attn: S. David Plummer  
877 Signal Hill  
Fruit Heights Utah 84037

or to such other address as the Grantee or Grantor shall from time to time designate by written notice.

20. Title Warranty. Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except those set forth in **Exhibit "D,"** attached hereto and incorporated herein by this reference, and hereby promises to defend the same against all claims that may be made against it.

21. Subsequent Encumbrances. This Easement shall not restrict the right of Grantor or its successors or assigns to execute, deliver and record mortgages on the Property or to grant other rights or easements in respect of the Property, subject to the terms and conditions set forth herein. The grant of any easement or use restriction that might diminish or impair the agricultural viability of the Property or otherwise diminish or impair the conservation values of the Property is prohibited. Any lien or security interest of a mortgage and any easement or other right created subsequent to the date hereof shall be subject to and subordinate to this Easement.

22. Environmental Warranty. Grantor warrants that it has no actual knowledge or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability or expense, including reasonable attorney's fees arising from or with respect to any release of hazardous waste or violation of environmental laws with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

23. Recordation. The Grantee shall record this instrument in timely fashion in the official records of Davis County, Utah, and may re-record it at any time as may be required to preserve its rights in this Easement.

24. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Utah.

25. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Easement to effect the purpose of this Easement and the policy and purpose of *Utah Code Ann. § 57-18-1*, et seq., as amended, and related provisions. If any provision in this instrument is found to be ambiguous,

an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

26. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

27. Joint Obligation. Subject to the provisions set forth herein, the obligations imposed by this Easement upon Grantor or Grantors shall be joint and several.

28. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Grantee, the Grantor, and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

29. Entire Agreement. This Easement, together with all exhibits, sets forth the entire agreement of the parties with respect to the subject matter hereof and supercedes all prior discussions and understandings.

30. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first above written.

**GRANTOR:**  
**VIKING REAL ESTATE, L.L.C.**, a Utah limited liability company




By: \_\_\_\_\_ *member* \_\_\_\_\_  
Its: Manager

**GRANTEE:**  
**FARMINGTON CITY**, a Utah municipal corporation

  
\_\_\_\_\_  
David M. Connors, Mayor

ATTEST:

  
\_\_\_\_\_  
Farmington City Recorder





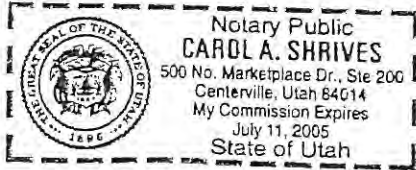
GRANTOR'S ACKNOWLEDGMENT

STATE OF UTAH )  
 )  
COUNTY OF Davis )

E 1893293 B 3341 P 1704

:SS.

On the 1st day of July, 2003, personally appeared before me L. David Plummer who being by me duly sworn did say that she/he is the Manager of VIKING REAL ESTATE, L.L.C., a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.



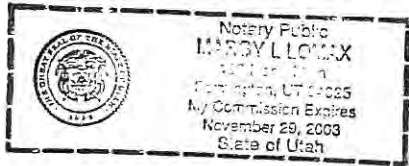
Carol A. Shrives  
Notary Public

GRANTEE'S ACKNOWLEDGMENT

STATE OF UTAH )  
 )  
COUNTY OF Davis )

:SS.

On the 2 day of July, 2003, personally appeared before me David M. Connors who being by me duly sworn did say that she/he is the Mayor of FARMINGTON CITY and that the within and foregoing instrument was signed on behalf of said City and duly acknowledged to me that said City executed the same.



Margy L. Lomax  
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA

A parcel of land situate in Section 22 and Section 27, Township 3 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

BEGINNING at the North Quarter corner of said Section 22, thence easterly along the north line thereof, North 89°51'14" East 126.48 feet; thence leaving said north line South 37°28'18" East 705.67 feet; thence South 37°16' 21" East 442.94 feet; thence South 42°23'39" East 69.91 feet; thence North 54°46'47" East 235.47 feet; thence South 37°16'53" East 1485.80 feet; thence South 53°51'19" West 202.72 feet to the beginning of a tangent curve to the left having a radius of 200.00 feet, thence along the arc of said curve 55.52 feet, through a central angle of 15°56'07"; thence North 37°36'00" West 309.62 feet; thence South 37°55'12" West 468.27 feet; thence South 00°06'24" East 2297.94 feet; thence South 33°24'04" East 426.96 feet; thence South 53°45'04" East 1344.32 feet; thence South 00°14'54" East 1372.96 feet; thence South 89°27'22" West 658.12 feet; thence South 02°02'47" East 169.62 feet; thence South 11°52'56" East 626.17 feet; thence North 89°44'44" West 574.91 feet; thence North 39°59'49" West 1913.90 feet; thence North 03°40'22" West 1280.75 feet; thence North 12°59'23" West 2971.99 feet; thence North 09°55'45" East 2415.72 feet to the point of beginning.

The parcel of land described above contains 282.437 acres, more or less.

- 08-069-0001
- 08-069-0002
- 08-069-0003
- 08-069-0004, 0005
- 08-069-0011
- 08-070-0002
- 08-083-0003, 0004

E 1893293 B 3341 P 1706

EXHIBIT "B"

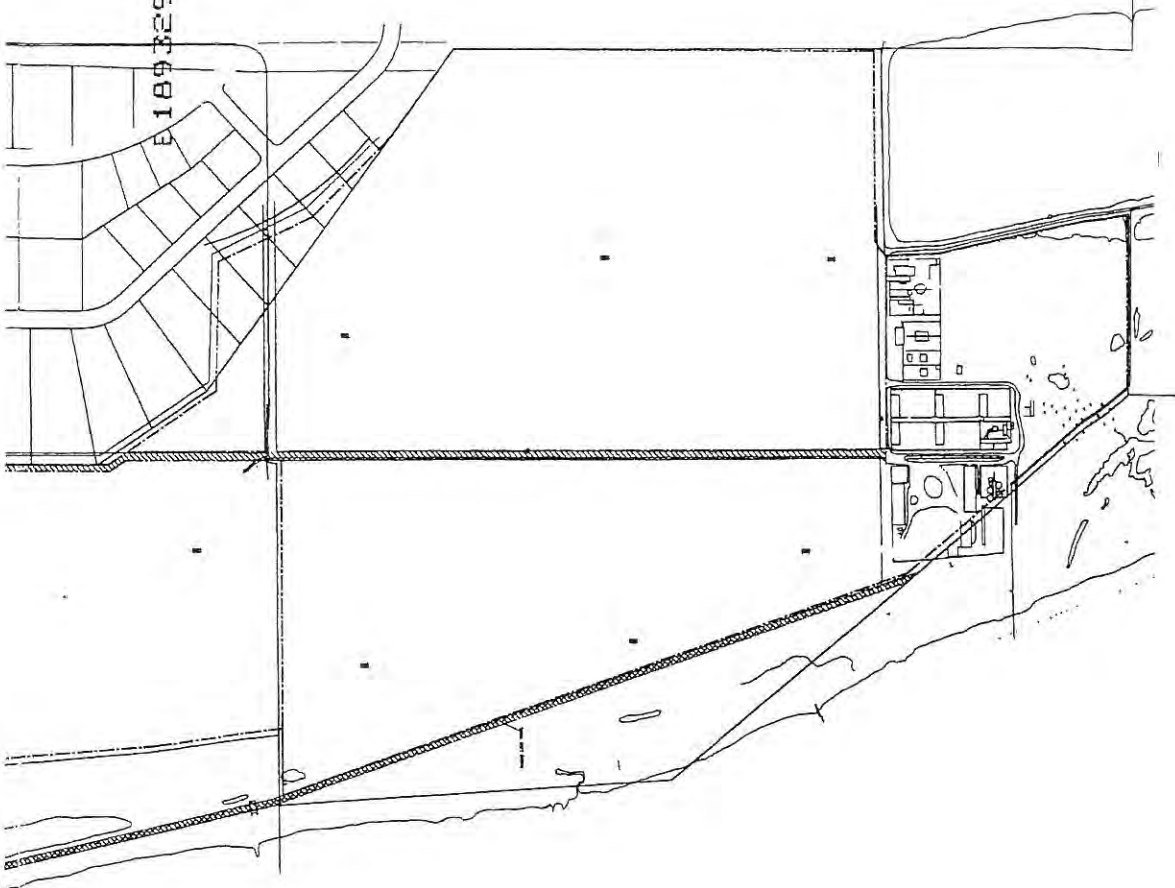
USE MAP OF EASEMENT



E 184 3293 B 3341 P 1707



E1893293 B 3341 P 1708



**BUFFALO RANCH**  
 Dave & Debbie Plummer  
 Farmington, UT

**LOT PLAN**

DATE: 12/24/02  
 DRAWN BY: SWP  
 COMMENTS:

EQUITECH INC. P.O. Box 22503  
 Salt Lake City, UT 84122 (801)-364-3080

REV: 04/09/03  
 DATE: DESCRIPTION



## EXHIBIT "C"

### MAINTENANCE PLAN

E 1893293 B 3341 P 1709

Viking Real Estate, L.L.C. ("Viking"), Owner of approximately 286.778 acres in West Farmington City known as "Buffalo Ranch," as shown in Exhibit "A," is Grantor of this Conservation Easement which covers approximately 93 acres of Owner's property as shown in Exhibit "A," and shall be solely responsible for all maintenance conducted on the property covered by this Conservation Easement, which will include the following tasks:

- Irrigation;
- Weed abatement;
- Mowing of pasture lands;
- Lawn care and landscaping;
- Any other task needed to maintain pasturelands;
- Fence upkeep;
- Road upkeep;
- Building upkeep; and
- Any other task needed to maintain operations thereon.

Either Viking or Buffalo Ranch employees and/or independent contractors commissioned by Viking or Buffalo Ranch will complete and undertake the tasks listed above. Viking will be financially responsible for all maintenance.

Farmington City will remain financially responsible and chargeable for the upkeep and maintenance of all trails endowed to them by Viking via recorded easements.

EXHIBIT "D"

1710 page

LIST OF ACCEPTED ENCUMBRANCES



## Planning Commission Staff Report October 20, 2022

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### Item 5: Schematic Subdivision, amendment to the Regulating Plan and Schematic Site Plan for the STACK Real Estate North Station Office building on Parcel 08-058-0020.

Public Hearing:	Yes
Application No.:	S-6-22, SP-2-22, PMP-3-22, SP-11-22
Property Address:	Approx. 900 N and 1500 W - Parcel 08-058-0020
General Plan Designation:	CA/BP (Class A Business Park)
Zoning Designation:	OMU (Office Mixed Use)
Area:	13.66 Acres (7.5 acres)
Number of Lots:	1
Property Owner:	STACK Farmington Land LLC
Agent:	Trevor Evans

Request: *Applicant is requesting schematic approval for an office building.*

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#### **Background Information**

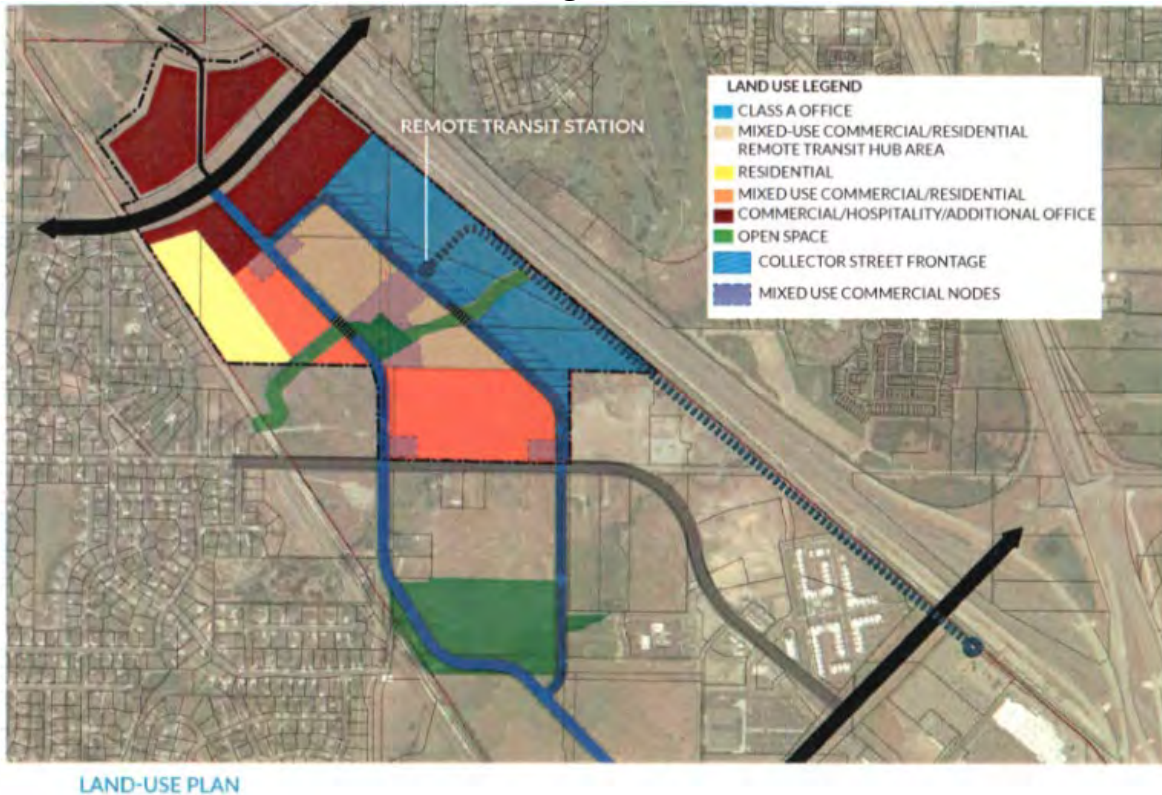
The applicant has been working for years with Farmington City on plans and agreements for a large area north of Burke Lane just west of I-15. Stack is the largest landowner in this area with approximately 110 acres which is part of the North Farmington Station Project Master Plan area. The city's long-time objective for this part of the city has been to develop a Class A Office Park demonstrated by the general plan designation. The project under consideration is still in initial phases of design and consideration, but represents 1 piece of a much larger development plan.

The existing PMP which has been previously approved by the Farmington City Council allows for sites within this 100+ acre area of at least 2.5 acres to may be considered under the Alternative Approval Process set forth in FCC 11-18-140. Some initial parameters have been established within the approved agreement which are applicable to this property, namely:

- The Developer (Stack) must obtain site plan and building permit approval and commence construction of the first office building in the blue area [of the PMP], with floor plans no less than a 25,000 square foot footprint on or before December 31,2023. **COMPLIES**
- Class A Office site plans within the blue area of the PMP shall be designed and approved in such a way to accommodate infill buildings and/or parking structures in the future.



## North Farmington Station PMP



The applicant is looking to get schematic approval for the site plan of its first office building, but has provided additional detail for development to the south to indicate how it fits into the larger picture.

### Schematic Subdivision

The developer is proposing placing the proposed building on a new lot that is 7.5 acres in size. The city is already undertaking construction of the main utility lines and street improvements. The ground needed for this street has already been deeded to the city by the developer based on prior agreements.

The OMU zoning district which regulates this property requires a minimum lot width of 25 feet with a standard maximum of 200. The proposed lot includes 500 ft. of frontage along Maker Way and is 460 ft. deep. Per FCC 11-18-070 (5)(A)(i), buildings over 20,000 sq. ft. are exempt from maximum lot width/size requirements; however, the city must decide it is appropriate to amend the standard block size as determined by the regulating plan.

The proposed lot would not dedicate additional right-of-ways, rather movement through the property would be within the private parking area. The main utility infrastructure is accessible from Maker Way, however changes to existing utility infrastructure will either need to be completed before a final plat is approved and recorded or easements for those systems must be noted on the plat. Staff recommends that the utility infrastructure be resolved prior to final plat approval and

recording of the plat to clear the site of the infrastructure and easements that would otherwise prohibit the current proposed site plan.

Maximum 200', proposed 460' + - **MAY BE APPROVED IF REGULATING PLAN IS AMENDED.**

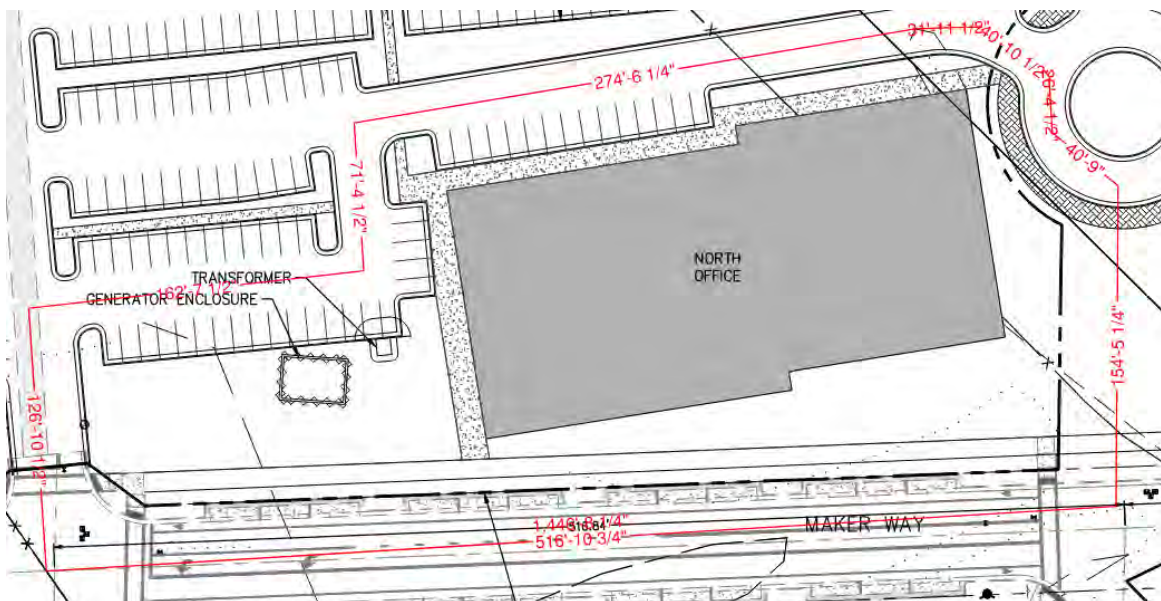
### Regulating Plan

Section 11-18-104(3) which governs the Regulating Plan states:

11-18-040 D(1) establishes the standard for the maximum perimeter of a block which may not exceed 1,056 ft. with no block face exceeding 264'.

Block faces may be defined by any of the street types, including pedestrian walkways, that are dedicated public rights-of-way or easements, with the exception of alleys. However, if a pedestrian walkway is used to define a block of the maximum size then the right-of-way for the walkway must be equal to that of the neighborhood (local) road including the width of side treatments, and the City shall find that there is appropriate consideration, in the form of benefit to the City or the public, from the proposed exception and/or other appropriate reasons that justify the determination of the City to allow for pedestrian walkways to be used as a block face, and the applicant must obtain City approval as part of a Development Plan.

*As proposed, if the southern pedestrian plaza and walkway is used as allowed per city ordinance, the site includes a total block length of 1,440 ft. with the longest frontage along Maker at 516 ft.*



516' > 264' (block face) and 1,440' > 1,056' (block length) – **MAY BE APPROVED PER OFFICE BUILDING OVER 20,000 SQ. FT. IF THE REGULATING PLAN IS AMENDED OR PER MERIT THROUGH ALTERNATIVE APPROVAL PROCESS (11-18-140).**

## **Schematic Site Plan**

The building is 118' x 252' with a footprint of 29,736 sq. ft. Standing 6 stories in height this building includes over 170,000 sq. ft. of gross floor area.

### **Parking:**

Required minimum parking ratios are outlined in the approved PMP at 3 stalls per 1,000 sq. ft. of floor area for office uses. A reduction in the minimum requirement is permitted for sites in relation to a transit station specifically including the Remote Transit Station which is adjacent to this site. In this case the minimum parking required is reduced by 50%. At 170,000 sq. ft., 510 parking spaces are required and with the reduction allowed based on proximity to transit, 255 stalls may be permitted. The applicant is proposing 602 surface stalls at this time.

602 > 255 - **COMPLIES**

### **Siting:**

Per FCC 11-18-070 (5), buildings which are not for retail or wholesale sales may be approved if it is determined appropriate to amend the regulating plan, if the building is oriented to the public right-of-way, provides street level fenestration of 75% of the primary façade, and includes detailing at intervals of 25'-30' to break up expanses of blank walls and space between the building and right-of-way be landscaping. Landscaping to include trees every 30'.

The existing development agreement indicates that Class A Office site plans within the blue area of the PMP shall be designed and approved in such a way to accommodate infill buildings and/or parking structures in the future.

Staff believes that the building meets the requirements of 11-18-070 (5), however it is recommended that the location of the generator enclosure be modified creating a future corner pad for infill development consistent with the language of the existing development agreement.

### **Frontage / Front Required Build To Range (RBR):**

The standard for the OMU district is that 60% of lot frontage is building, and 75% of the required building frontage is to be within the 20 ft. of the sidewalk.

The proposed building includes 90 of its 260 feet within 20 ft. of the sidewalk.

Per FCC 11-18-070 (c) Building Design Criteria (3)(A) 'A portion of the building frontage may be set back beyond the required build to range (RBR) up to an additional twenty feet (20') if the space is utilized as a site plan approved courtyard or entryway that is open and accessible to the public sidewalk. This portion may be up to forty percent (40%) of the actual building frontage and shall not be used for a parking area;'

An additional 95 feet of the building is within 40 ft. of the sidewalk

With a block frontage of 516, only 50% of the frontage includes the proposed building. Per 11-18-070 (b.) Site Design Criteria (C) The percentage of building frontage along the lot width may be reduced to accommodate site plan approved pedestrian plazas located between buildings. 34% of the buildings frontage is within 20 ft. of the sidewalk, another 36% is within 40 ft. following the criteria of courtyard or usable space for a total of 70% of the building in the RBR. In addition to the enclosed leasable area, the building includes a cover extending into the RBR from the 2<sup>nd</sup> floor which increases its % from 70 to be 100% within 40 ft..

50% **Frontage** < 60 % **MAY BE APPROVED PER CREATION OF PEDESTRIAN PLAZA**

*Building is 60% Frontage from back of curb to southern edge of building before plaza.*

100% **RBR** > 75% **MAY BE APPROVED PER CREATION OF PEDESTRIAN PLAZA**

*It is recommended that the building placement be verified in relation to the known future building to the south and the Remote Transit Hub to ensure the hub placement can be centered with the road to the east of it.*

#### **Open Space:**

Minimum required 10%

Provided = Approximately 92,000 sq. ft. or 28% - **COMPLIES**

Landscaping elements such as water efficient landscaping and # and spacing of trees appears to meet requirements (to be verified with final site plan).

*Staff recommends that along maker way, planter areas with trees be raised boxes at level high enough to sit on (rendering shows planters flat with walkways).*

#### **Architecture:**

11-18-070 (5)(c) Building Design Criteria.

It is the opinion of staff that this building includes the required elements, materials, colors, access points, fenestration, etc. – **COMPLIES**

#### **Height:**

At this particular location in the OMU district, the building must be at least 5 stories tall as it is within the I-15 transition area, 600 ft. from freeway.

Building is 6 stories tall - **COMPLIES**

#### **Trail:**

The Farmington Station Area Plan indicates that the Legacy Trail will continue along the eastern edge of this site, **trail should be included on site plan.**





Figure 3 - North Farmington Station Greenway System

The building itself is well over 20,000 sf, therefore Lifetime Fitness will return to Planning Commission for final approvals of site plan and final plat.

### Suggested Motion

Move that the Planning Commission recommend that the City Council approve the zone text amendment to Chapter 18 of the Zoning Ordinance as it relates to the Regulating Plan allowing for larger block size subject to the following conditions:

1. The location of the generator enclosure be modified to better accommodate a possible future building pad along Maker Way.

Subject to approval of an amendment to the Regulating Plan by the City Council, staff recommends that the Planning Commission approve the schematic site plan and schematic subdivision plat subject to all applicable Farmington City development standards and ordinances, and all Development Review Committee (DRC) comments and the following conditions:

1. The following items shall be addressed or included with the subdivision plat prior to returning to the Planning Commission for next steps in the subdivision plat consideration:
  - a. Applicant shall address utility infrastructure which currently runs under the building to the satisfaction of city staff and applicable utility agencies (this likely means that the new infrastructure needs to be installed and the old infrastructure removed).

- b. Public Utility Easements and/or other necessary easements such as public access easements shall be indicated on the plat.
  - c. Proposed lot lines shall be verified in relation to remote hub and east west street network.
2. The following items shall be addressed or included with the site plan prior to returning to the Planning Commission for further site plan consideration:
  - a. Site Plan shall include detail for the Legacy Trail on the east side of the property per the Farmington Station Area Plan.
  - b. Planter Boxes in the plaza areas fronting maker way be raised to a level to create additional seating.
  - c. Building be shifted if necessary to ensure plaza is centered with future street development to the west.
  - d. Consideration be given to including a walkway/sidewalk in the parking island directly east of the office building (this is also a candidate for the generator enclosure with some expansion and adjustment to the parking field).

Findings:

1. The changes to the regulating plan are considered within the ordinance for buildings exceeding 20,000 sq. ft. in size and are appropriate in this instance to support a Class A Office development which will be a long-term benefit to the city and remains consistent and supportive of the overall vision for the area.
2. The site plan at the schematic level is consistent with the design requirements of the OMU Zoning District and is capable with minor changes of addressing conditions indicated within the report and identified by the DRC to proceed to further detailed design.
3. The use is allowed in the OMU district and is consistent with the use required within the applicable development agreement.
4. The proposed building meets the minimum square foot and height requirements outlined in the applicable development agreement.
5. Placement of the building has been done in prioritizing the remote hub and the primary future mixed-use street to the west, with minor variation as to the location of the generator pad or verification as to how centered the plaza will be in relation to the street to the west, the site lends itself to potential future infill and fits well in the context of future development.
6. Requiring inclusion of the Legacy Trail will keep the uses and development of the site consistent with the vision of the Farmington Station Area Plan.

Supplemental Information

1. Vicinity Map
2. Schematic Plat
3. Schematic Site Plans
4. Schematic Landscape Plans
5. Building Elevations and Rendering



# SITE LOCATION AND CONTEXT



- Legend**
- Benchmark Water District
  - Challenger School - Farmington
  - Maverik Adventure's First Stop
  - Spring Creek Park

15

SITE

Spring Creek Park

Challenger School - Farmington

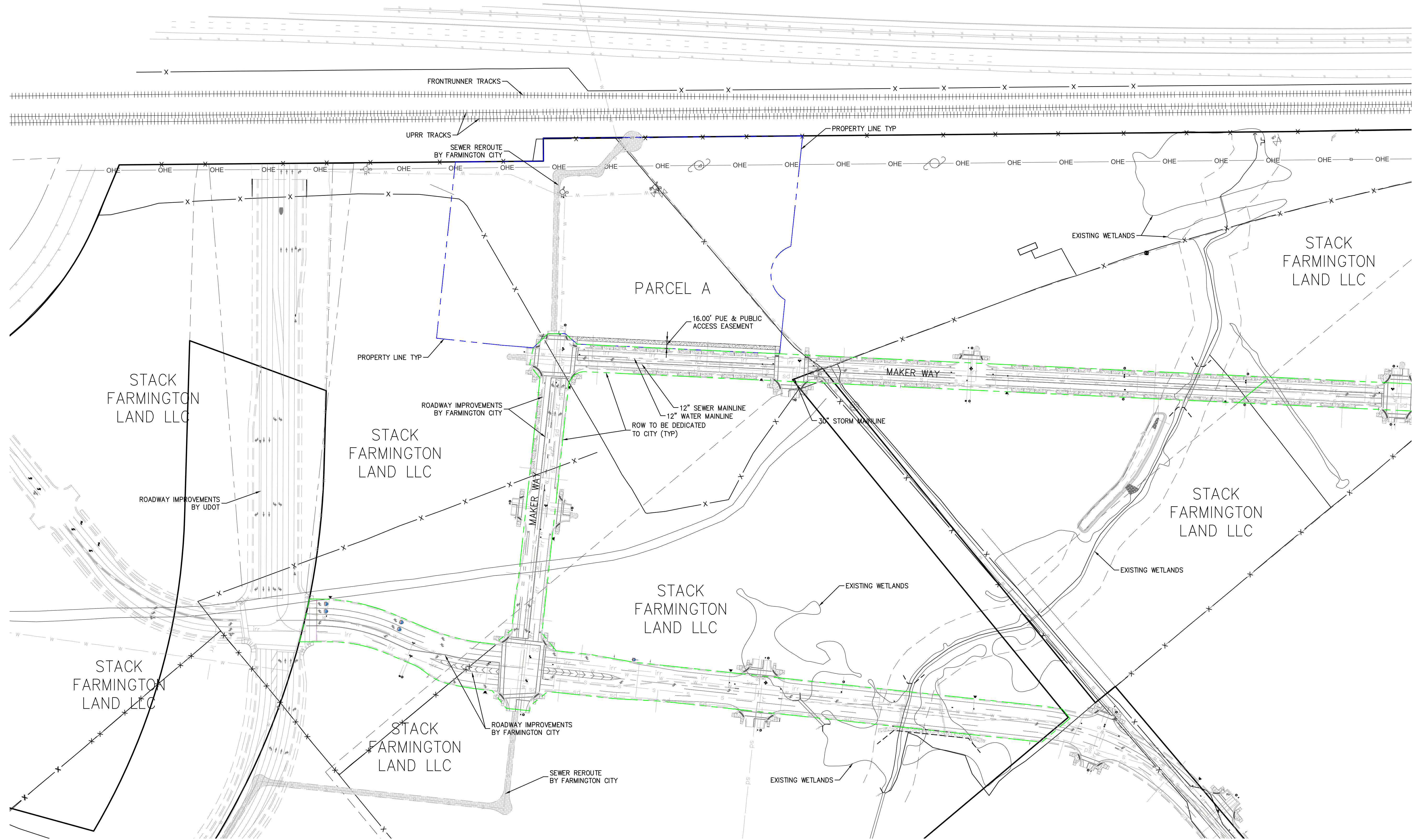
Maverik Adv



500 ft

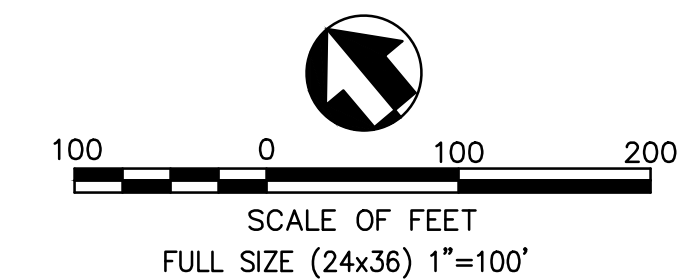


SUBDIVIDED PROPERTY AREAS  
PARCEL A - 7.513 AC  
TOTAL SUBDIVIDED AREA - 7.513 AC



# NORTH STATION OFFICE SUBDIVISION

## SCHEMATIC PLAN

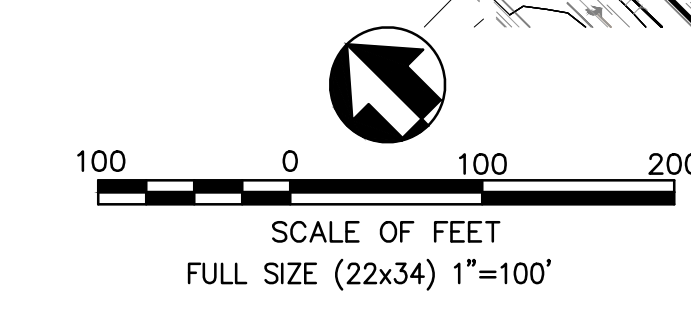
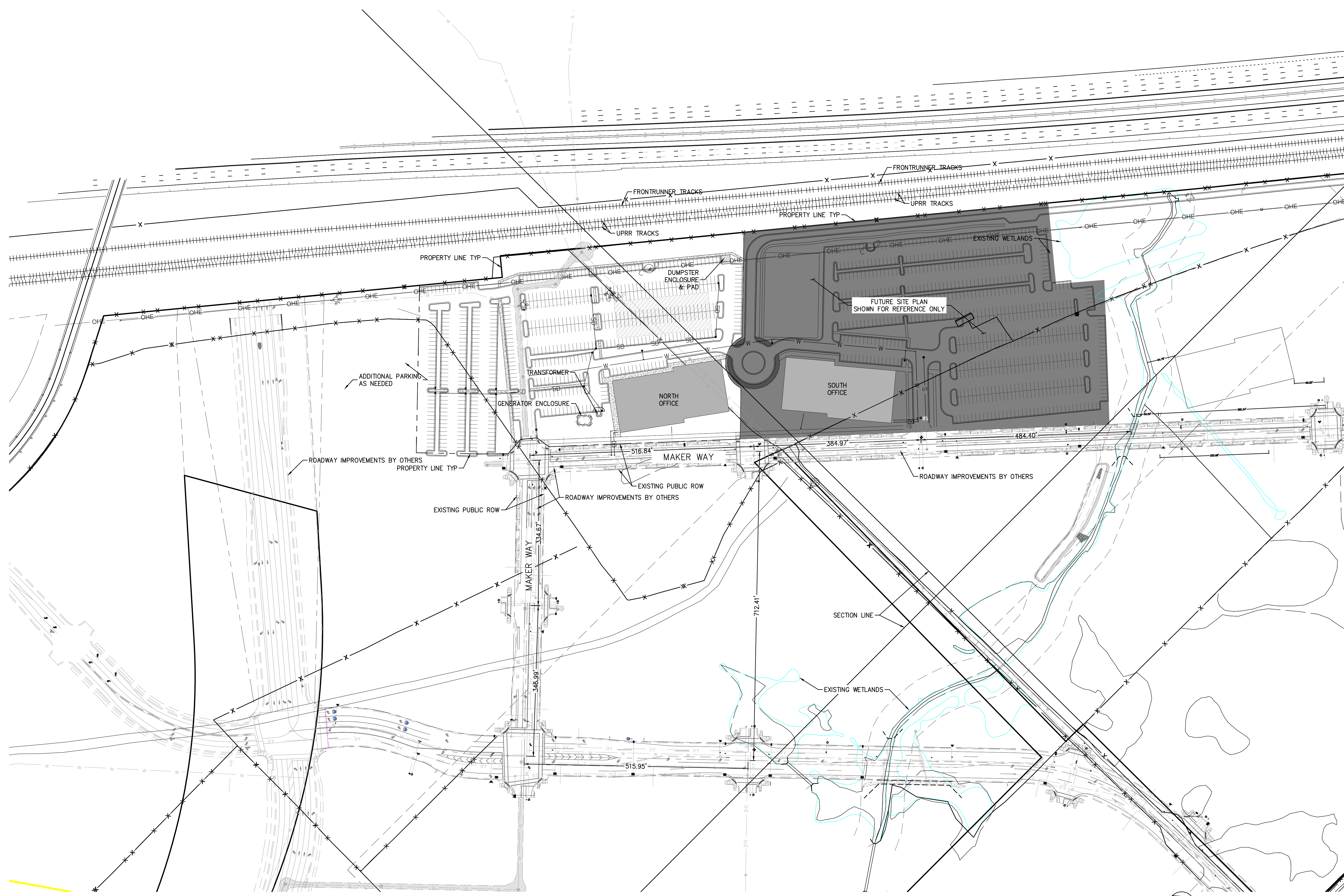


**PSOMAS**

4179 S. Riverboat Rd., Suite 200  
Salt Lake City, UT 84123  
(801) 270-5777



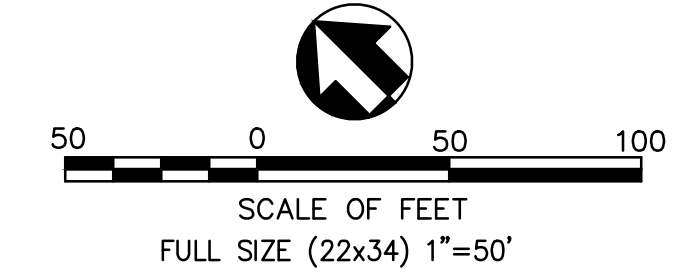
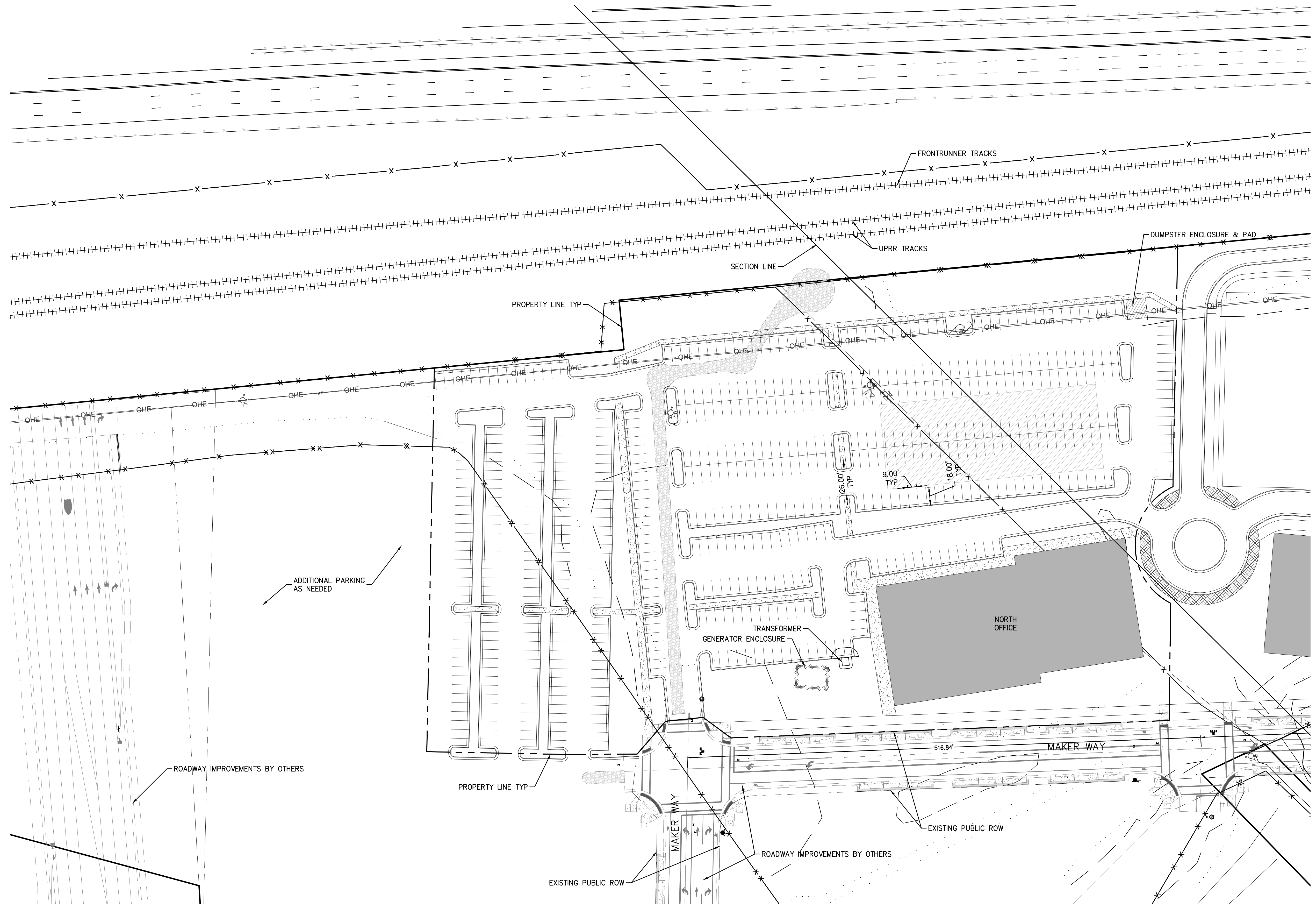
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REVISION DESCRIPTION		DATE
NO.		
NOT FOR CONSTRUCTION THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION AND IS SUBJECT TO CHANGE		
SUBMITTAL	DATE	2/1/22
DRAWN BY:		
CHECKED BY:		
APPROVED BY:		
PROJECT NUMBER: BMS1010600		
<b>PSOMAS</b> Balancing the Natural and Built Environment 4179 Riverboat Road, Suite 200 St. Louis, MO 63142 (801) 270-5777 (801) 270-5782 fax www.psomas.com		
<b>NORTH STATION OFFICE 1 &amp; 2 COMBINED SCHEMATIC UTILITY &amp; SITE PLAN</b>		
<b>C300</b>		



STALL COUNT:  
SURFACE STALLS = 602  
NORTH OFFICE ACERAGE = 7.513 AC



NO.	REVISION DESCRIPTION	DATE

**NOT FOR CONSTRUCTION**  
THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE WRITTEN APPROVAL OF PSOMAS.

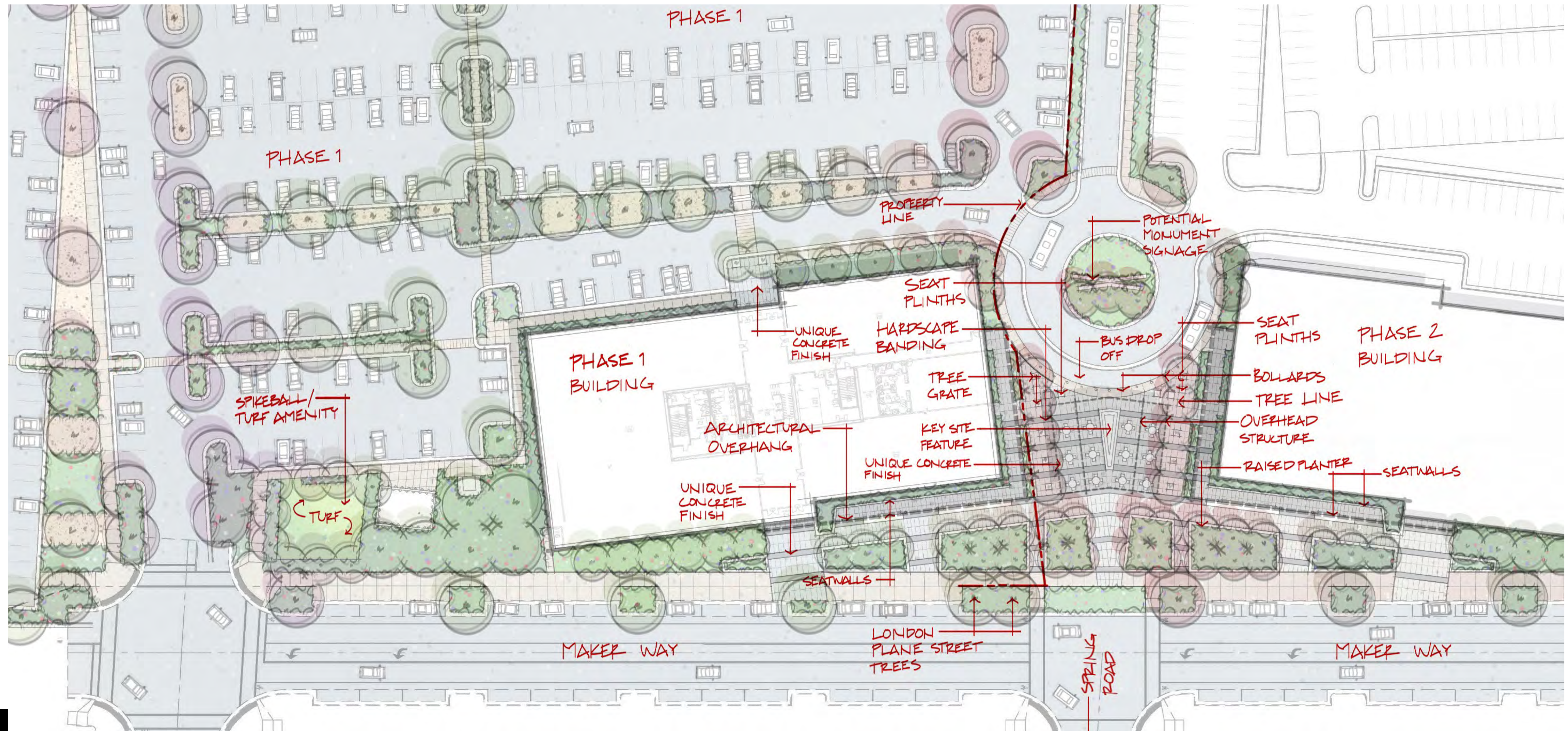
SUBMITTAL	---	2/1/22
DRAWN BY:	---	
CHECKED BY:	---	
APPROVED BY:	---	
PLOT DATE:	---	

**PSOMAS**  
Balancing the Natural and Built Environment  
4179 Riverbend Road, Suite 200  
Salt Lake City, UT 84123  
(801) 270-5777 (801) 270-5782 fax  
www.psomas.com  
PROJECT NUMBER: BMS1010600

**NORTH STATION OFFICE 1**  
**SCHEMATIC SITE PLAN SUBMITTAL**

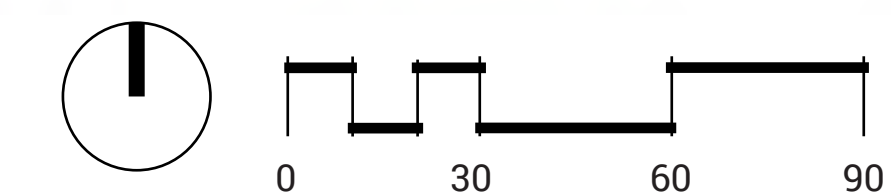
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# TOD PLAZA // FARMINGTON

CONCEPT WITH NOTES

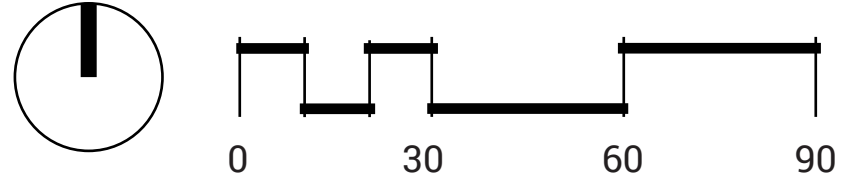






# TOD PLAZA // FARMINGTON

OVERALL COLOR







360 west aspen avenue  
salt lake city, utah 84101  
801 532 4422

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project:  
**STACK**  
Farmington  
Core & Shell  
Office Bldg.

Farmington, UT

project#: 21.0175  
date: 02-18-2022

revisions:

title:  
**EXTERIOR  
ELEVATIONS**

sheet:

**A201**

100% Design Development

### GENERAL NOTES - EXTERIOR ELEVATIONS

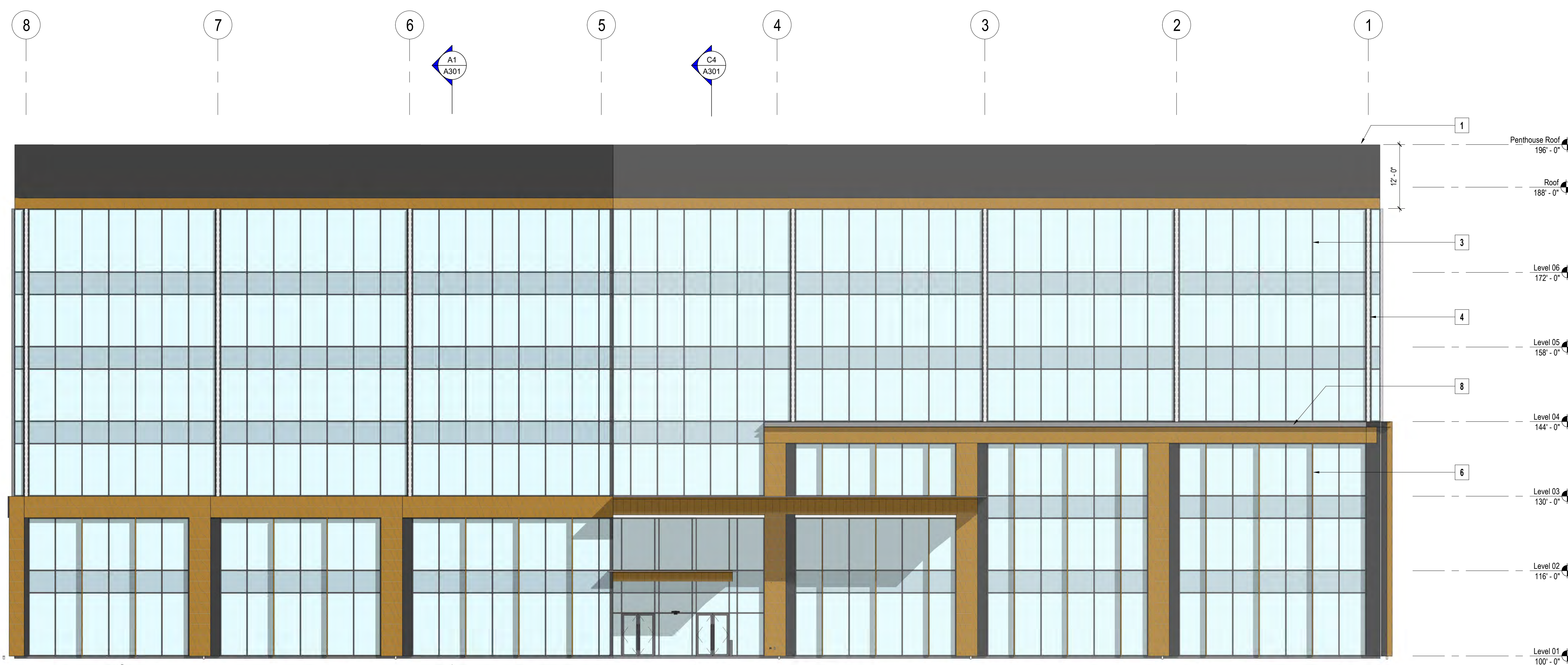
- 1 ALL EXPOSED STRUCTURAL EXTERIOR STEEL SHALL BE GALVANIZED WITHOUT CHROMATE COATING SHOP PRIMED WITH HIGH PERFORMANCE COATING
- 2 SEE SHEET SERIES A600'S FOR WALL AND ASSEMBLY TYPES
- 3 SEE SHEET SERIES A600'S FOR DOOR AND WINDOW TYPES
- 4 SEE SHEET SERIES A500'S FOR ARRISCRAPT AND EPS CORNICE PROFILES
- 5 SEE SHEET SERIES A500'S FOR EXTERIOR RAILING TYPES
- 6 SEE SHEET A600'S WINDOW SURROUND TYPES (HS - #)

### LEGEND: EXTERIOR FINISHES

- ANODIZED ALUMINUM CURTAIN WALL SYSTEM, BLACK FRAME FINISH - CLEAR GLAZING
- ANODIZED ALUMINUM CURTAIN WALL SYSTEM, BLACK FRAME FINISH - SPANDREL GLAZING
- AZM METAL PANEL SYSTEM
- WOOD-LOOK ALUMINUM PANEL SYSTEM

1. PRE-FINISHED BRAKE METAL PARAPET CAP WITH COVE LIGHTING, RE: ELECTRICAL
2. PAINTED STEEL GUARDRAIL
3. ANODIZED ALUMINUM FRAMED CURTAIN WALL, SEE A600 SERIES SHEETS FOR SCHEDULE
4. PRE-FINISHED BRAKE METAL PILASTER
5. PAINTED STRUCTURAL STEEL COLUMN, RE: STRUCTURAL
6. VERTICAL FIN @ CURTAIN WALL MULLION CAP, SEE A600 SERIES SHEETS FOR SCHEDULE
7. STANDING SEAM METAL ROOF, SEE ROOF PLAN
8. PRE-FINISHED BRAKE METAL HORIZONTAL BAND

\*PATTERNS ARE FOR REFERENCE ONLY AND DO NOT REPRESENT ACTUAL COURSE OR BOND PATTERN\*



**A1 NORTH ELEVATION**  
3/32" = 1'-0" A101



1

2

3

4

5

6

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project:

# STACK Farmington Core & Shell Office Bldg.

Farmington, UT

project #: 21.0175

date: 02-18-2022

revisions:

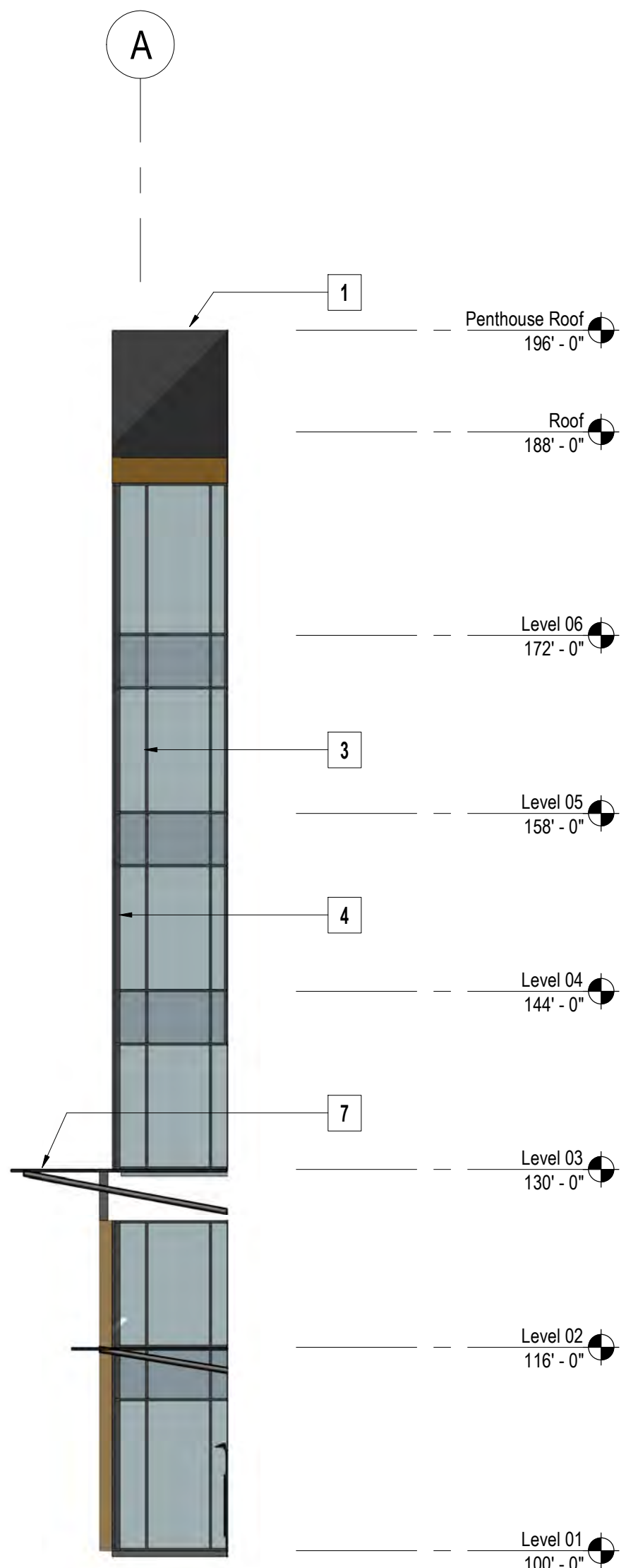
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## EXTERIOR ELEVATIONS

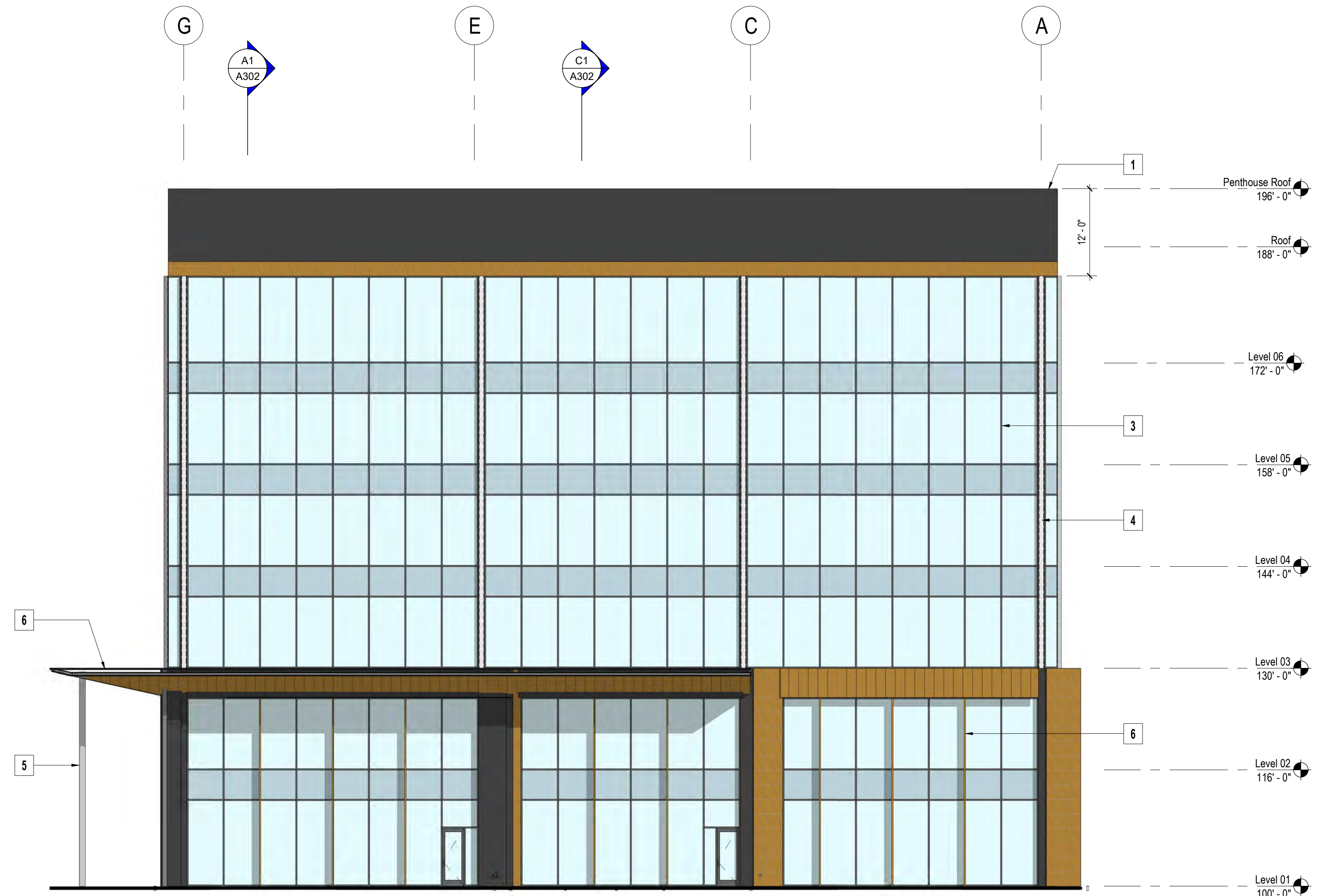
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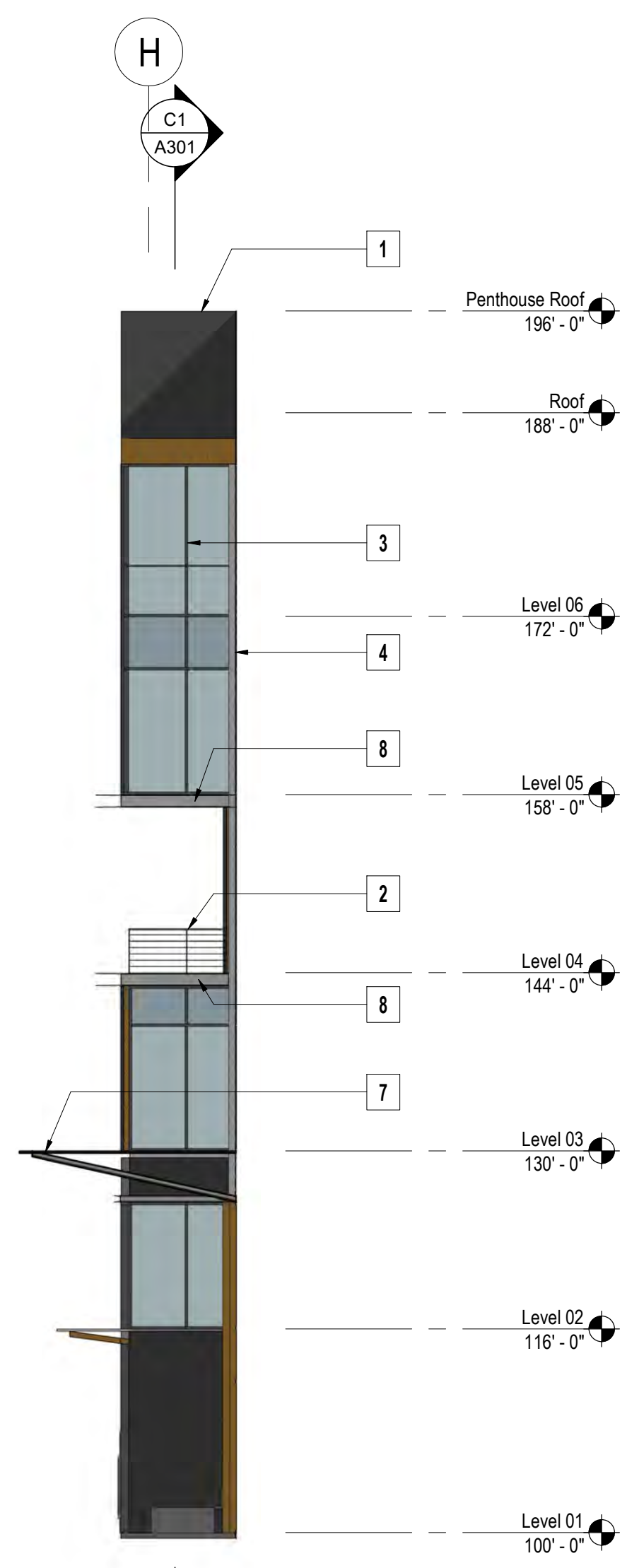
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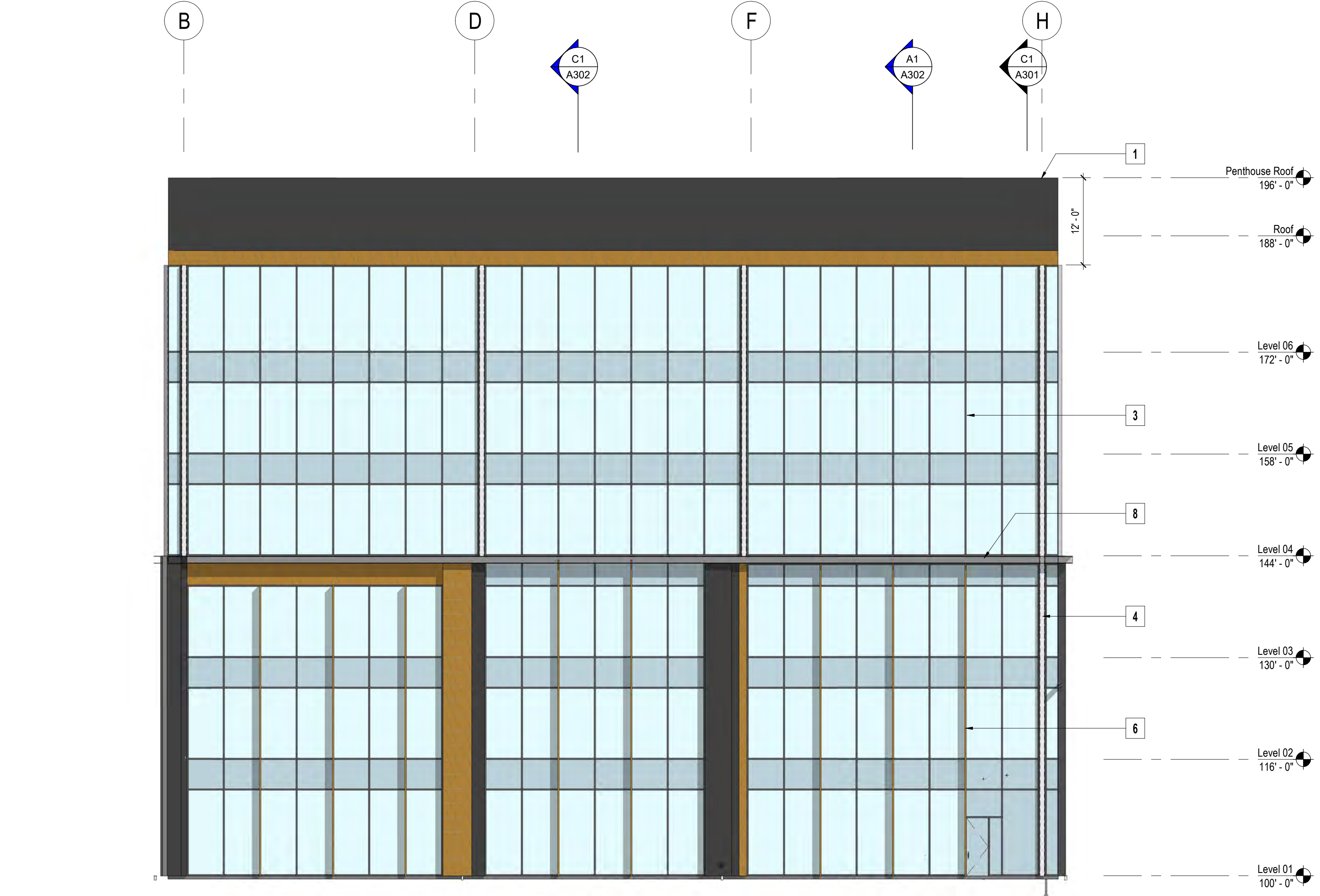
**C2** PARTIAL WEST ELEVATION  
3/32" = 1'-0" A101



**C3** EAST ELEVATION  
3/32" = 1'-0" A101



**A2** PARTIAL EAST ELEVATION  
3/32" = 1'-0" A101



**A3** WEST ELEVATION  
3/32" = 1'-0" A101



GENERAL NOTES - 3D

1 3D PERSPECTIVES ARE SHOWN AS A COURTESY TO PROVIDE CLARITY OF OVERALL PROJECT MASSING, PROPORTIONS, AND ELEMENT RELATIONSHIPS. ALL ELEMENTS MAY NOT NECESSARILY BE REPRESENTED REFER TO ALL 2D PLANS, SECTIONS, ELEVATIONS, DETAILS, SCHEDULES, AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.



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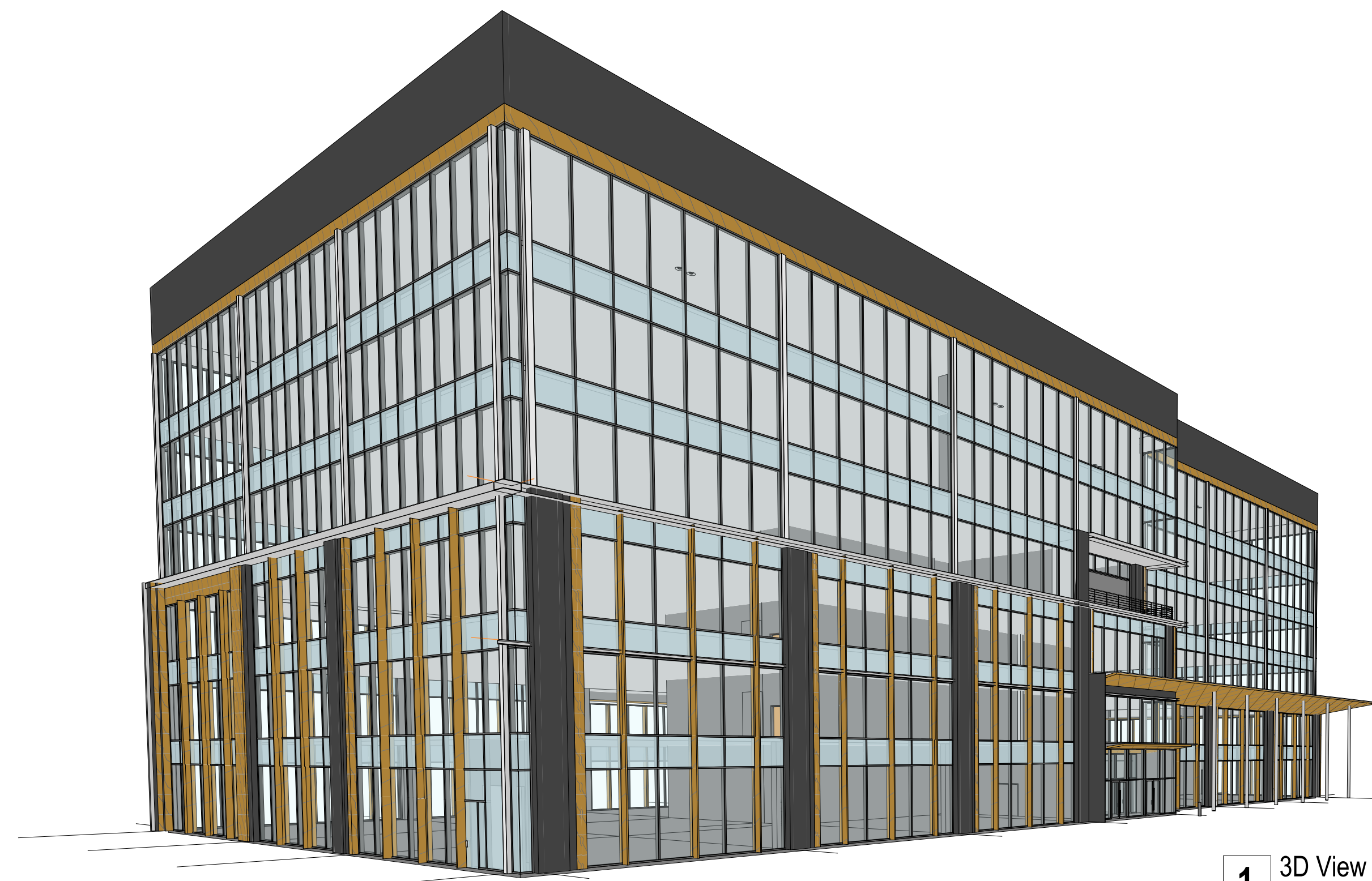
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**3D  
AXONOMETRIC  
VIEWS**

sheet:

**A211**

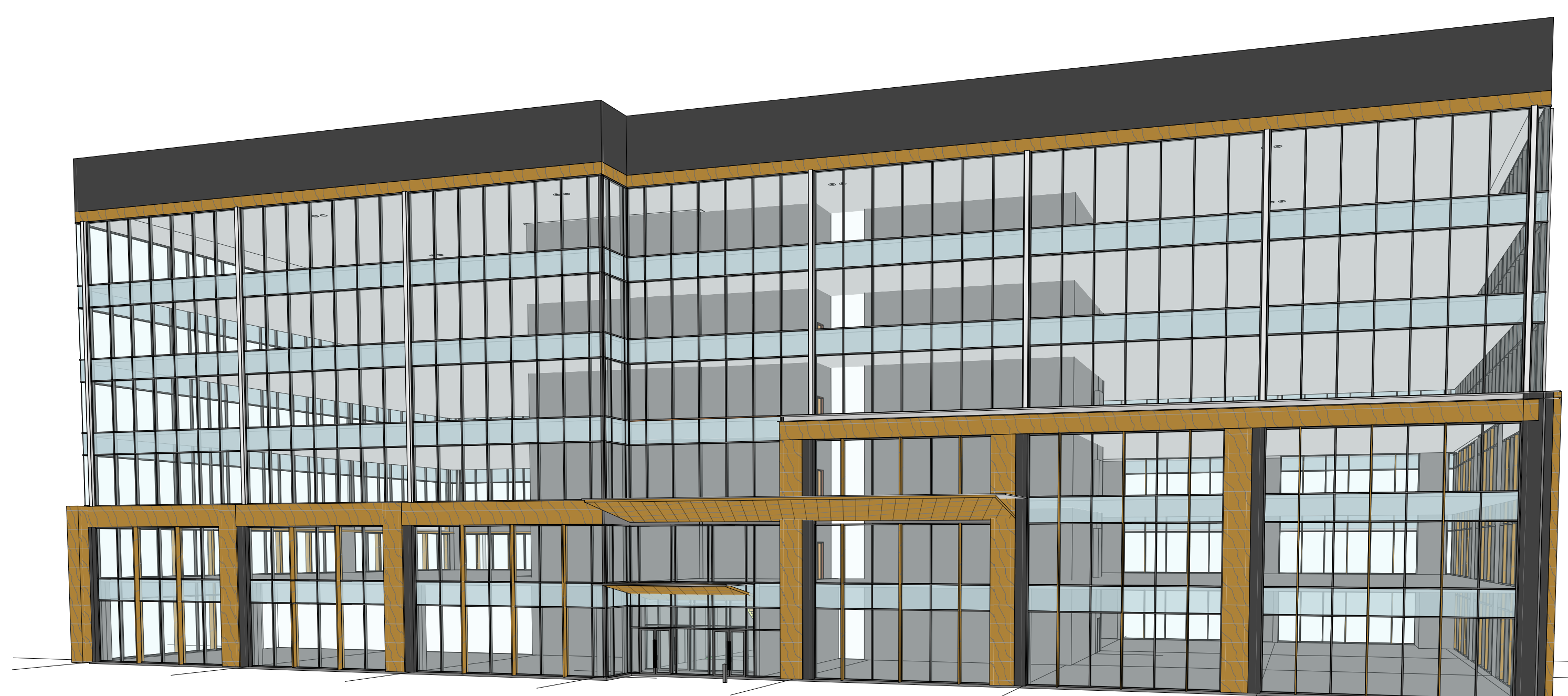
100% Design Development



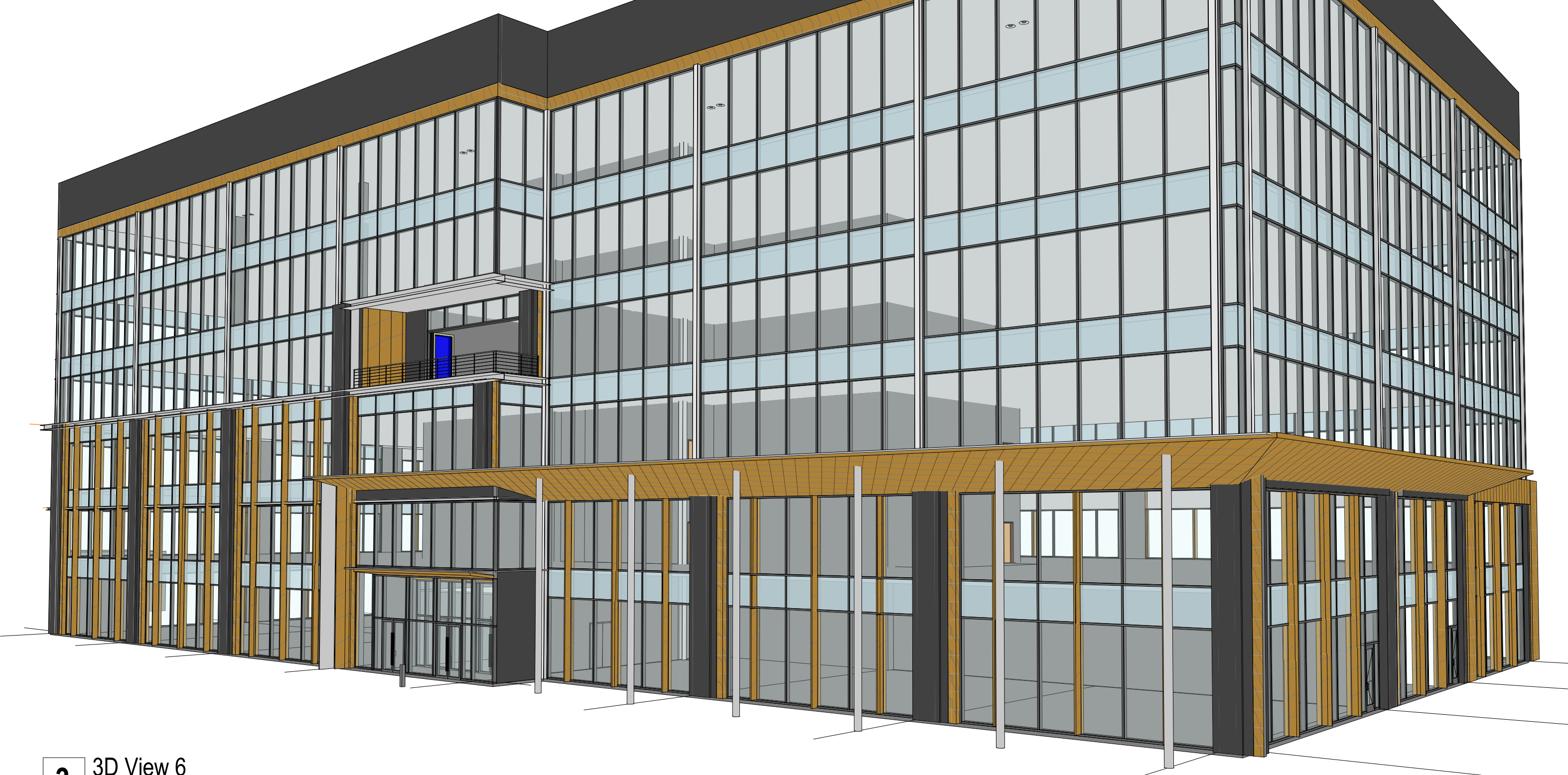
1 3D View 3



2 3D View 4



4 3D View 7



3 3D View 6



**GENERAL NOTES - FLOOR PLAN**

- 1 GENERAL CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND SHALL REPORT TO THE ARCHITECT ANY UNKNOWN CONDITIONS, ERRORS, OR CONFLICTS IN THE DRAWINGS BEFORE BEGINNING WORK
- 2 DO NOT SCALE THE DRAWINGS
- 3 ALL EXPOSED INTERIOR COLUMNS TO BE PAINTED WITH INTUMESCENT PAINT
- 4 ALL EXPOSED EXTERIOR STEEL TO BE GALVANIZED, UNLESS NOTED OTHERWISE
- 5 SEE 0007 FOR TYPICAL MOUNTING HEIGHTS. PROVIDE SOLID BLOCKING IN WALLS FOR ALL WALL-MOUNTED ITEMS (WHETHER BLOCKING IS DEPICTED IN DRAWINGS OR NOT)
- 6 COORDINATE ALL EQUIPMENT AND ACCESSORIES, INCLUDING ITEMS THAT ARE OWNER FURNISHED, OWNER INSTALLED
- 7 SEE SHEET SERIES A500'S FOR WALL AND ASSEMBLY TYPES
- 8 SEE SHEET SERIES A600'S FOR DOOR AND WINDOW TYPES
- 9 SEE ELEVATIONS AND FINISH SCHEDULES FOR SURFACE TREATMENTS AT WALLS
- 10 SEE ELEVATIONS, SECTIONS, AND DETAILS FOR ADDITIONAL WALL CONSTRUCTION INFORMATION
- 11 VERIFY CEILING HEIGHTS IN UNITS WITH SHEET SERIES A00'S. CONTRACTOR TO VERIFY AND MAXIMIZE CEILING HEIGHT IN ALL AREAS DEPENDENT ON DUCTWORK LOCATIONS
- 12 ELECTRICIAN SHALL NOT SET ANY CEILING J-BOXES THAT ARE FOR LIGHTS BEFORE THE FINAL LOCATION OF THE DROPPED SOFFITS HAVE BEEN DETERMINED. THIS WILL ENSURE THAT THE LIGHTS THAT NEED TO BE CENTERED ARE CORRECTLY CENTERED BETWEEN THE SOFFITS
- 13 SEMI-FLUSH LIGHT FIXTURE TO BE CENTERED OVER UNIT KITCHEN ISLANDS & CENTERED WITHIN FIXED DINING ROOMS AT UNITS. SEE A00'S UNIT SHEET SERIES FOR LOCATIONS
- 14 DOOR OPENINGS IN FRAME CONSTRUCTION WITH NO SPECIFIED DIMENSION ARE EITHER CENTERED IN THE LENGTH OF WALL RUN OR (IF DRAWN NEAR CORNER) LOCATED 4" FROM THE FACE OF ADJACENT STUD. ASSUME CENTERED IN FACE OF JAMB UNLESS NOTED OTHERWISE



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salt lake city, utah 84101  
801 532 4422

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project #: 21.0175  
date: 02-18-2022

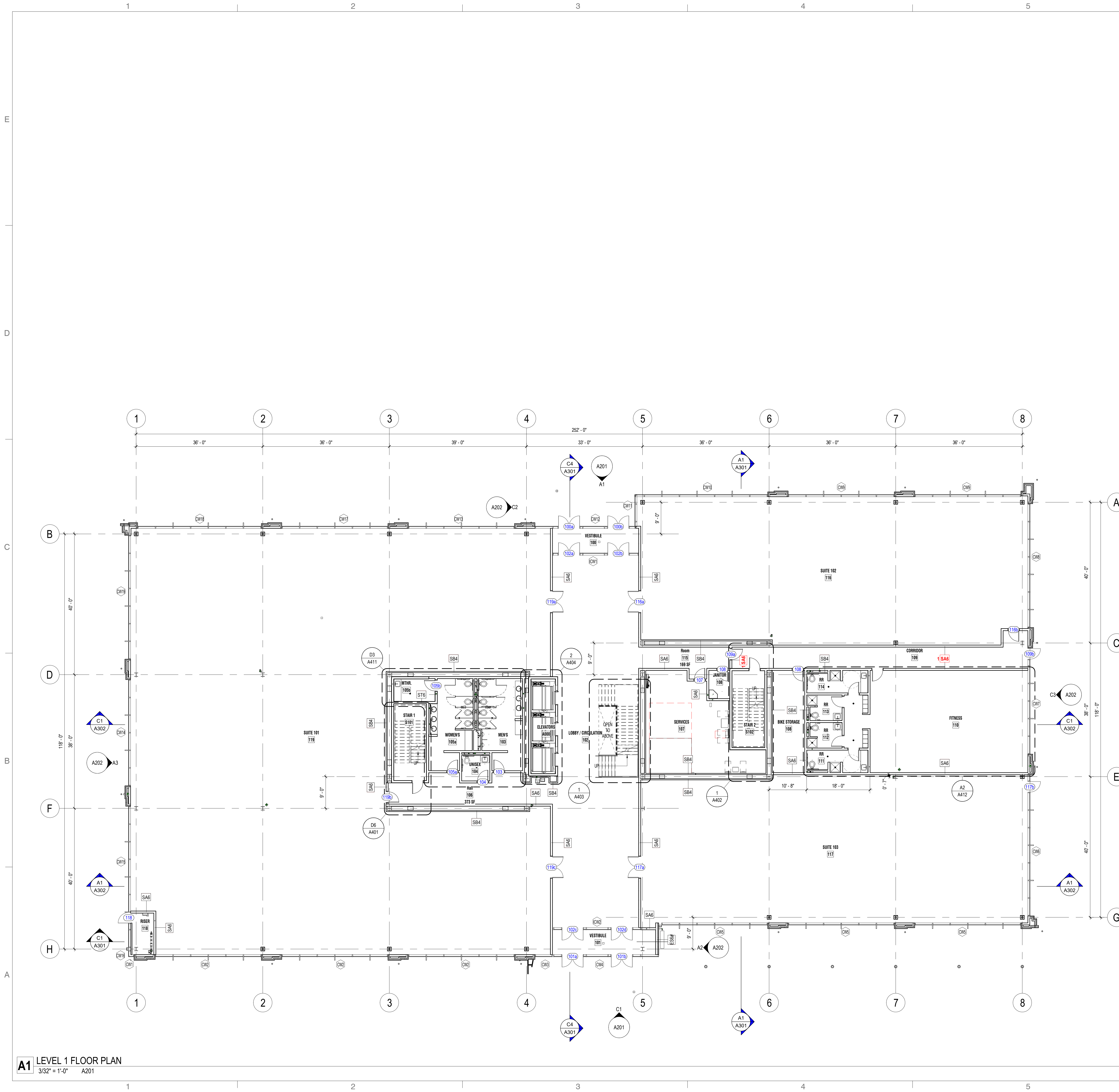
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**LEVEL 1**  
**FLOOR PLAN**

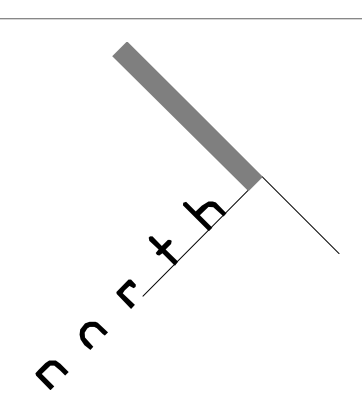
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**A101**

100% Design Development



**A1** LEVEL 1 FLOOR PLAN  
3/32" = 1'-0" A201











LOGO

LOGO