



HISTORIC BEGINNINGS • 1847

Farmington City Planning Commission

December 08, 2022



PLANNING COMMISSION MEETING NOTICE AND AGENDA

Thursday December 08, 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 6:00 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. If you wish to email a comment for any of the listed public hearings, you may do so at crowe@farmington.utah.gov by 5 p.m. on the day listed above.

SUMMARY ACTION (Items may be pulled out to discuss)

1. Segó Homes/Wayne Corbridge – Applicant is requesting final plat approval for the Segó Homes at Station Park phase 1 project, located at approximately 1525 W and Burke Lane in the OMU (Office Mixed Use) zone.
2. Josh & Mikell Webb (Public Hearing) – Applicant is requesting conditional use approval for a detached ADU (Accessory Dwelling Unit) to be on the property located at 349 N. Flagrock Dr., in the LR-F (Large-Residential – Foothill) zone.
3. Curtis Kirkham (Public Hearing) – Applicant is requesting a metes & bounds approval for the property located at 1085 N. Compton Rd., in the LR-F (Large-Residential – Foothill) zone.
4. Farmington City (Public Hearing) – Applicant is requesting a recommendation to consider A Zone Text Amendment Enacting Chapter 9 - Lot Consolidation and Boundary Adjustment, of Title 12 - Subdivision Regulations, of the Farmington City Ordinances. This Chapter establishes an alternative process to a plat amendment whereby properties may be combined or common boundaries may be adjusted.

CONDITIONAL USE PERMIT APPLICATIONS

5. Don Poulton (Public Hearing) – Applicant is requesting an approval for Conditional Use permit for fencing on the property located at 527 Rigby Rd. on 2.91 acres of property in the AE (Agricultural Estates) zone.
6. Buffalo Ranch Park/Spencer Plummer (Public Hearing) – Applicant is requesting consideration for a Conditional Use permit application for a commercial outdoor recreation use, located at 37 N Buffalo Ranch Rd. (approx. 51.31 acres) in the AA zone (Agricultural Very Low Density).

SUBDIVISION AND ZONING APPLICATIONS

7. Lagoon/Davkris Investments LC (Public Hearing) – Applicant is requesting a recommendation for a zone change from A (Agricultural) to C (Commercial) and Electronic Message Sign Area, located at approximately 1050 S Frontage Road (Parcel 07-059-0037). The applicant, Lagoon, is looking to replace their existing billboard in Farmington with an electronic billboard, up to 65 feet in height. The commercial zoning would allow for other business-type uses.
8. Wright Development – Applicant is requesting a recommendation for a schematic subdivision approval for the proposed Hess Farms subdivision, on 10 acres of property, at approximately 900 N (north of Lagoon Dr.); in addition, the applicant is also requesting recommendation of a DA (Development Agreement) and to rezone the property from A (Agriculture) to CMU (Commercial Mixed Use).

OTHER BUSINESS

10. Miscellaneous, correspondence, etc.
 - a. City Council Report 12.06.2022
 - b. Minutes Approval 11.17.2022
 - c. 2023 Planning Commission Dates
 - d. Election of 2023 Chair and Vice Chair
 - e. 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, and emailed to media representatives on December 02, 2022

Carly Rowe, Planning Secretary



Planning Commission Staff Report May 5, 2022

Item 3: Final Plat – Farmington Station Center Townhomes

Public Hearing:	No
Application No.:	S-12-21
Property Address:	1525 West Burke Lane
General Plan Designation:	CA/BP (Class A Office and Business Park)
Zoning Designation:	OMU (Office Mixed Use)
Area:	8.66 acres
Number of Lots:	122
Property Owner:	FSC LLC
Applicant:	Chris McCandless

Request: *Applicant is seeking a Final Plat approval for the Farmington Station Center Townhomes development.*

Background Information

The Planning Commission approved the final plat for this project on May 5, 2022. Since then, the developer has decided to phase the project into three phases. This item is regarding final plat approval for Phase 1. Phases 2 and 3 will be approved at a later date.

The development has remained consistent from the Project Master Plan/Schematic Subdivision, Preliminary Plat, and now Final Plat in its general layout and design. The final plan includes 122 townhome units. These units are 3 and 4 story townhomes with rooftop space on the larger units located primarily around the perimeter of the project. Parcel A remains available for future commercial development and the units proposed along Burke Lane are designed as Live/Work space.

Suggested Motion

Move the Planning Commission approve the final plat for Phase 1 Farmington Station Center Townhomes Subdivision subject to all applicable Farmington City ordinances and development standards and any remaining DRC comments, and the completion of any items from previous approvals.

Findings for Approval:

1. The Final plat for Phase 1 is consistent with the approved Final Plat, Preliminary Plat, Schematic Subdivision Plan and Project Master Plan and follows applicable ordinances

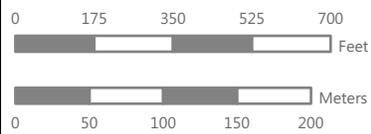
- and standards and the approved development agreement. Providing for the anticipated housing produce, commercial uses, and live/work space within the general configuration and previously seen number of units.
2. The remaining construction drawing review process coupled with the applicable conditions of approval will address remaining details to ensure the project fully follows applicable standards and ordinances.

Supplemental Information

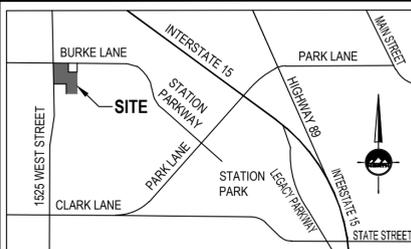
1. Vicinity Map
2. Phase 1 Final Plat
3. Phasing for Farmington Station Center Townhomes



VICINITY MAP
Farmington Station Center



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
NO SCALE
FARMINGTON, DAVIS COUNTY UTAH

LEGEND

SECTION CORNER

PROPOSED STREET MONUMENT

SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV." AT ALL LOT CORNERS; OFFSET PINS TO PLACED IN BACK OF CURBS

BOUNDARY LINE

CENTER LINE

EASEMENTS

SECTION LINE

PRIVATE AREA

LIMITED COMMON AREA & PUE

COMMON AREA & PUE EXCLUDING PUBLIC ROADWAYS

EASEMENT NOTES:

- A 20' STORM DRAIN EASEMENT IN FAVOR OF FARMINGTON CITY RECORDED DECEMBER 7, 2020 AS ENTRY No. 3323558 IN BOOK 7651 AT PAGE 3770 OF OFFICIAL RECORDS.

- NOTES:
- UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E AND STORM DRAINAGE/ SEWER EASEMENT.
 - COMMON AND LIMITED COMMON AREAS ARE CITY, COUNTY, BENCHLAND WATER DISTRICT AND WEBER BASIN WATER CONSERVANCY DISTRICT EASEMENTS FOR WATER, IRRIGATION, SEWER AND STORM DRAIN AS WELL AS PUBLIC UTILITY EASEMENTS AND DRAINAGE EASEMENTS.
 - ALL PRIVATE ROADS ARE COMMON AREA AND A UTILITY EASEMENT.
 - UNITS 189-206 TO BE CONSTRUCTED WITH AN R-2 CONSTRUCTION TYPE.
 - FARMINGTON CITY WILL OWN AND MAINTAIN WATER LINES UP TO THE MASTER METERS. HOA SHALL OWN AND MAINTAIN ALL WATER LINES FROM THE MASTER METERS IN.
 - SECONDARY WATER HAS BEEN ALLOCATED TO THIS PARCEL BASED ON AN ANTICIPATED LANDSCAPE AREA OF 1.876 ACRES AND THAT NO MORE THAN 20% OF THE LANDSCAPE AREA IS PLANTED IN TURF AND AT LEAST 80% OF THE LANDSCAPE AREA IS PLANTED IN LOW WATER USE PLANTS OR XERISCAPING. LARGER TOTAL LANDSCAPE AREAS, INEFFICIENT DESIGN OF IRRIGATION SYSTEM, OR INEFFICIENT OPERATION OF IRRIGATION SYSTEM MAY RESULT IN END USER INCURRING ADDITIONAL BILLING CHARGES AND/OR SECONDARY WATER SERVICE BEING SHUT OFF.
 - THE SEWER DISTRICT WILL NOT BE HELD LIABLE DUE TO DAMAGE TO DRIVEWAY APPROACH, SIDEWALK OR CURB DUE TO LACK OF ROOM DUE FOR TURNING RADIUS.

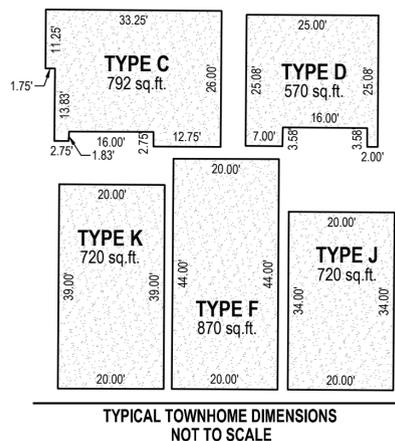
SEGO HOMES AT STATION PARK PHASE 1

LOCATED IN THE THE SOUTHEAST QUARTER OF SECTION 14
TOWNSHIP 3 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	250.00'	57.13'	13°05'38"	N6°11'02"W	57.01'
C2	161.00'	15.07'	5°21'47"	S2°19'07"E	15.06'
C3	161.00'	15.07'	5°21'47"	S2°19'07"E	15.06'
C4	231.50'	43.47'	10°45'35"	N5°01'01"W	43.41'
C5	24.50'	38.48'	90°00'00"	N45°21'47"E	34.65'
C6	24.50'	25.73'	60°09'39"	S59°33'24"E	24.56'
C7	24.50'	10.47'	24°28'34"	S17°14'17"E	10.39'
C8	150.00'	5.31'	2°01'41"	S3°59'09"E	5.31'
C9	150.00'	8.73'	3°20'06"	S1°18'16"E	8.73'
C10	5.13'	7.06'	78°46'20"	N39°31'33"W	6.52'
C11	24.50'	22.34'	52°14'53"	N63°30'47"W	21.58'
C12	24.50'	16.14'	37°45'07"	N18°30'47"W	15.85'
C13	172.00'	16.10'	5°21'47"	S2°19'07"E	16.09'
C14	24.50'	10.29'	24°03'21"	N7°01'40"E	10.21'
C15	24.50'	30.49'	71°18'26"	N54°42'34"E	28.56'
C16	24.50'	22.25'	52°02'29"	S63°36'59"E	21.50'
C17	24.50'	13.94'	32°35'44"	S21°17'52"E	13.75'
C18	150.00'	3.04'	1°09'43"	S4°25'09"E	3.04'
C19	150.00'	11.00'	4°12'04"	S1°44'15"E	11.00'
C20	24.50'	16.14'	37°45'08"	S19°14'20"W	15.85'
C21	24.50'	22.34'	52°14'53"	S64°14'20"W	21.58'
C22	250.00'	57.13'	13°05'38"	S6°11'02"E	57.01'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°38'13"W	14.93'
L2	S71°16'45"W	9.57'
L3	S71°16'45"W	14.66'
L4	N5°00'00"W	2.01'

Unit#	Full Address
176	562 North Samantha Trail Lane (1440 West)
177	564 North Samantha Trail Lane (1440 West)
178	566 North Samantha Trail Lane (1440 West)
179	568 North Samantha Trail Lane (1440 West)
180	570 North Samantha Trail Lane (1440 West)
181	578 North Samantha Trail Lane (1440 West)
182	580 North Samantha Trail Lane (1440 West)
183	582 North Samantha Trail Lane (1440 West)
184	584 North Samantha Trail Lane (1440 West)
185	592 North Samantha Trail Lane (1440 West)
186	594 North Samantha Trail Lane (1440 West)
187	596 North Samantha Trail Lane (1440 West)
188	602 North Samantha Trail Lane (1440 West)
189	597 North Nichole Lane (1455 West) Unit 189
190	597 North Nichole Lane (1455 West) Unit 190
191	597 North Nichole Lane (1455 West) Unit 191
192	597 North Nichole Lane (1455 West) Unit 192
193	597 North Nichole Lane (1455 West) Unit 193
194	577 North Nichole Lane (1455 West) Unit 194
195	577 North Nichole Lane (1455 West) Unit 195
196	577 North Nichole Lane (1455 West) Unit 196
197	577 North Nichole Lane (1455 West) Unit 197
198	577 North Nichole Lane (1455 West) Unit 198
199	577 North Nichole Lane (1455 West) Unit 199
200	577 North Nichole Lane (1455 West) Unit 200
201	577 North Nichole Lane (1455 West) Unit 201
202	597 North Nichole Lane (1455 West) Unit 202
203	597 North Nichole Lane (1455 West) Unit 203
204	597 North Nichole Lane (1455 West) Unit 204
205	597 North Nichole Lane (1455 West) Unit 205
206	597 North Nichole Lane (1455 West) Unit 206



TYPICAL TOWNHOME DIMENSIONS
NOT TO SCALE

SURVEYOR'S CERTIFICATE

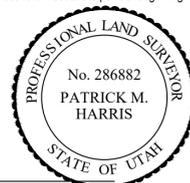
I, PATRICK M. HARRIS do hereby certify that I am a Licensed Land Surveyor, and that I hold Certificate No. 286882 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as SEGO HOMES AT STATION PARK PHASE 1 and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land, situate in the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in Farmington, Utah, more particularly described as follows:

Beginning at a point being North 00°20'03" West 837.79 feet along the quarter-section line and East 419.81 feet from the South Quarter Corner of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian (NAD83 bearing being North 00°00'16" East along the quarter line between the South Quarter and the Center of said Section 14 per the Davis County Township Reference Plat); and running thence North 00°21'58" East 20.00 feet; thence South 89°38'13" East 1.29 feet; thence Northeasterly 16.64 feet along the arc of a 10.00 feet radius curve to the left (center bears North 00°21'47" East and the chord bears North 42°40'54" East 14.79 feet with a central angle of 95°21'47"); thence North 05°00'00" West 138.54 feet; thence Northerly 16.10 feet along the arc of a 172.00 feet radius curve to the right (center bears North 85°00'00" East and the chord bears North 02°19'07" West 16.09 feet with a central angle of 05°21'47"); thence North 00°21'47" East 106.51 feet; thence Northwesterly 38.48 feet along the arc of a 24.50 feet radius curve to the left (center bears North 89°38'13" West and the chord bears North 44°38'13" West 34.65 feet with a central angle of 90°00'00"); thence North 00°21'47" East 28.75 feet; thence South 89°38'19" East 250.01 feet; thence Northerly 9.43 feet along the arc of a 231.50 feet radius curve to the left (center bears South 79°36'12" West and the chord bears North 11°33'50" West 9.43 feet with a central angle of 02°20'03"); thence Northerly 61.36 feet along the arc of a 268.50 feet radius curve to the right (center bears North 77°16'09" East and the chord bears North 06°11'02" West 61.23 feet with a central angle of 13°05'38"); thence North 00°21'47" East 180.44 feet; thence Northwesterly 38.48 feet along the arc of a 24.50 feet radius curve to the left (center bears North 89°38'13" West and the chord bears North 44°38'07" West 34.65 feet with a central angle of 89°59'47") to the Southerly Right-of-Way line of Burke Lane; thence South 89°38'07" East 86.00 feet along said Southerly Right-of-Way line; thence Southwesterly 38.48 feet along the arc of a 24.50 feet radius curve to the left (center bears South 00°21'47" West and the chord bears South 45°21'47" West 34.65 feet with a central angle of 90°00'00"); thence South 00°21'47" West 180.44 feet; thence Southerly 52.91 feet along the arc of a 231.50 feet radius curve to the left (center bears South 89°38'13" East and the chord bears South 06°11'02" East 52.79 feet with a central angle of 13°05'38"); thence Southerly 61.36 feet along the arc of a 268.50 feet radius curve to the right (center bears South 77°16'09" West and the chord bears South 06°11'02" East 61.23 feet with a central angle of 13°05'38"); thence South 00°21'47" West 319.08 feet; thence North 89°38'13" West 37.00 feet; thence Northwesterly 38.48 feet along the arc of a 24.50 feet radius curve to the left (center bears North 89°38'13" West and the chord bears North 44°38'13" West 34.65 feet with a central angle of 90°00'00"); thence North 89°38'13" West 162.96 feet; thence South 71°16'45" West 21.16 feet; thence North 89°38'13" West 19.67 feet to the point of beginning.

Contains 101,372 square feet or 2.327 acres and 31 Units.



DATE _____ PATRICK M. HARRIS
PLS NO. 286882

OWNER'S DEDICATION

Known all men by these presents that we, the undersigned owners of the above described tract of land, having caused same to be subdivided, hereafter known as the

SEGO HOMES AT STATION PARK PHASE 1

do hereby dedicate for perpetual use of the public all parcels of land, including streets, and utility easements as shown on this plat as intended for public use under the authority and auspices of the Farmington City and other applicable state and federal laws and regulations.

In witness whereof we have hereunto set our hands this _____ day of _____, A.D. 20____.

LLC: _____
By: _____
It's: _____

LLC: _____
By: _____
It's: _____

HOA OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that NORTH FARMINGTON STATION TOWNHOMES HOA, the undersigned association of unit owners, acting for and on behalf of, and pursuant to the authorization of such owners of the described tract of land to be hereafter known as NORTH FARMINGTON STATION TOWNHOMES, does hereby dedicate for the perpetual use of the public, all streets and other property as reflected and shown on this plat to be dedicated for public use. Owner(s) hereby consent(s) and give(s) approval to the recording of this plat for all purposes shown therein in accordance with the Utah Condominium Ownership Act.

In witness whereof, I have hereunto set my hand this ___ day of _____, 20____.

NORTH FARMINGTON STATION TOWNHOMES HOA
By:
Its:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

On the _____ day of _____, A.D. 20____, personally appeared before me _____

the signer (s) of the foregoing Owner's Dedication known to me to be authorized to execute the foregoing Owners Dedication by and in behalf of _____ as _____ of said LLCs, and (he, she, they) duly acknowledged to me that the Owners Dedication was executed by (he, she them) having authority from said LLC for the purposed described hereon.

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY.

SEGO HOMES AT STATION PARK PHASE 1

LOCATED IN THE THE SOUTHEAST QUARTER OF SECTION 14
TOWNSHIP 3 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE _____
PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____, 20____
AT _____ IN BOOK _____ OF OFFICIAL RECORDS
PAGE _____

DAVIS COUNTY RECORDER

BY _____ DEPUTY RECORDER

CENTRAL DAVIS SEWER DISTRICT

APPROVED THIS _____ DAY OF _____, 20____,
BY THE CENTRAL DAVIS SEWER DISTRICT.

CENTRAL DAVIS SEWER DISTRICT

WEBER BASIN WATER CONSERVANCY DISTRICT

APPROVED THIS _____ DAY OF _____, 20____,
BY THE BENCHLAND IRRIGATION.

BENCHLAND IRRIGATION

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
BY THE FARMINGTON CITY ATTORNEY.

FARMINGTON CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
BY THE CITY PLANNING COMMISSION APPROVAL

CHAIRMAN, FARMINGTON CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
BY THE FARMINGTON CITY ENGINEER

FARMINGTON CITY ENGINEER

CITY COUNCIL APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
BY THE FARMINGTON CITY COUNCIL

CITY RECORDER

CITY MAYOR

SHEET 1 OF 2

PROJECT NUMBER : 9030

MANAGER : BDM

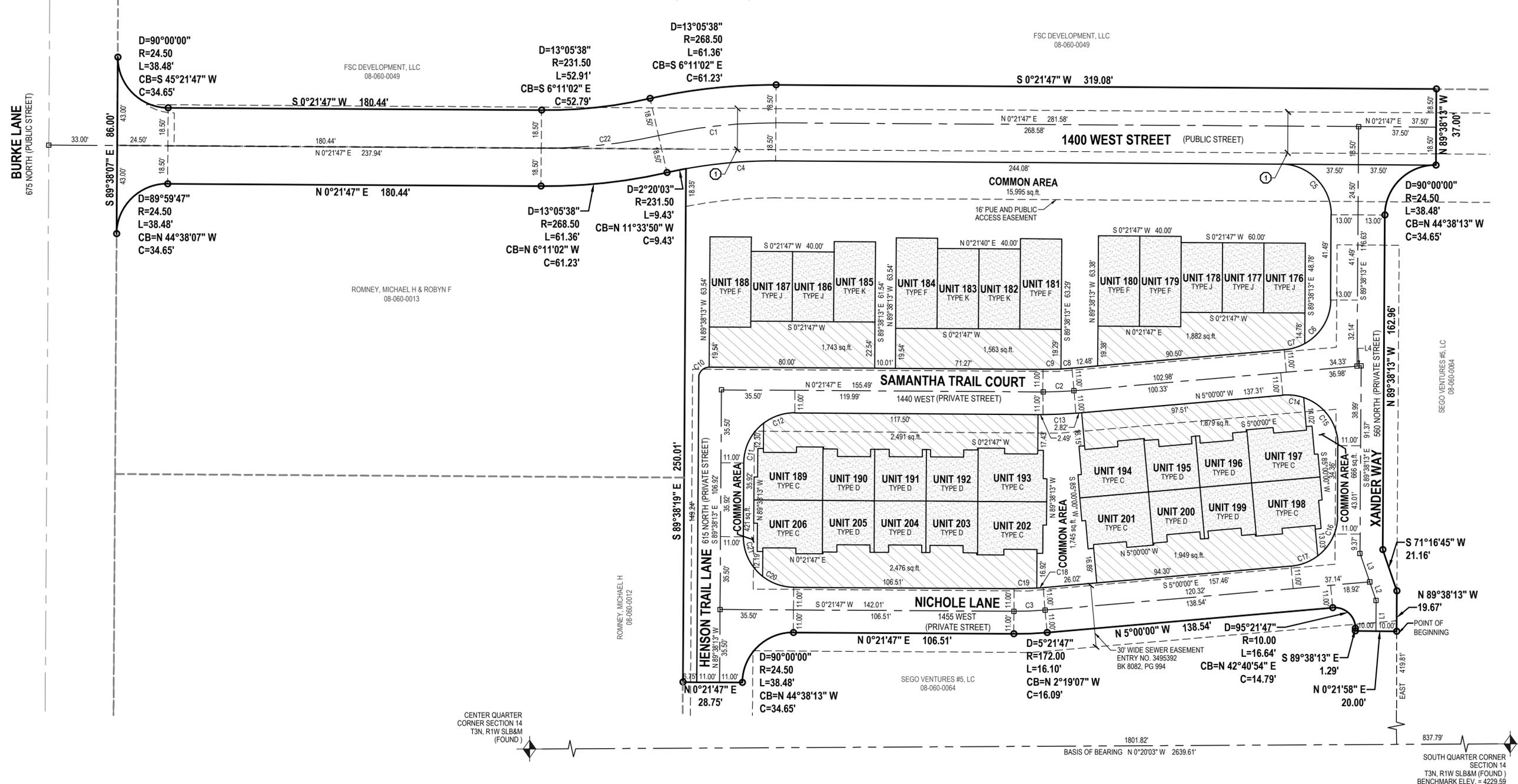
DRAWN BY : SJL

CHECKED BY : PMH

DATE : 11/22/22

SEGO HOMES AT STATION PARK PHASE 1

LOCATED IN THE THE SOUTHEAST QUARTER OF SECTION 14
TOWNSHIP 3 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH

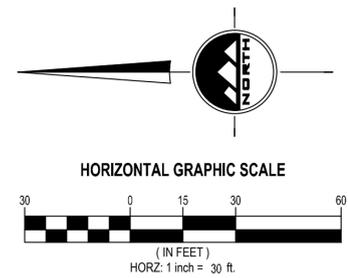


CENTER QUARTER CORNER SECTION 14 T3N, R1W SLB&M (FOUND)

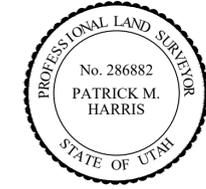
1801.82' BASIS OF BEARING N 0°20'03" W 2639.61'

SOUTH QUARTER CORNER SECTION 14 T3N, R1W SLB&M (FOUND) BENCHMARK ELEV. = 4229.59

DEVELOPER
CW MANAGEMENT CORPORATION
9071 S 1300 W
WEST JORDAN, UTAH 84088
801.984.5770



LEGEND	
	SECTION CORNER
	PROPOSED STREET MONUMENT
	SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV." AT ALL LOT CORNERS; OFFSET PINS TO PLACED IN BACK OF CURBS
	BOUNDARY LINE
	CENTER LINE
	EASEMENTS
	SECTION LINE
	PRIVATE AREA
	LIMITED COMMON AREA & PUE
	COMMON AREA & PUE EXCLUDING PUBLIC ROADWAYS



SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT, 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSGNENG.COM

LAYTON
Phone: 801.547.1100
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.896.2993

SHEET 2 OF 2
PROJECT NUMBER : 9030
MANAGER : BDM
DRAWN BY : SJL
CHECKED BY : PMH
DATE : 11/23/22

SEGO HOMES AT STATION PARK PHASE 1

LOCATED IN THE THE SOUTHEAST QUARTER OF SECTION 14
TOWNSHIP 3 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE _____
PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____, 20____
AT _____ IN BOOK _____ OF OFFICIAL RECORDS
PAGE _____
DAVIS COUNTY RECORDER
BY _____ DEPUTY RECORDER

811
 CALL BLUESTAKES
 @ 811 AT LEAST 48 HOURS
 PRIOR TO THE
 COMMENCEMENT OF ANY
 CONSTRUCTION
 Here's where to go.
 Call before you dig.

BENCHMARK
 SOUTH QUARTER CORNER OF SECTION 14,
 TOWNSHIP 3 NORTH, RANGE 1 WEST
 SALT LAKE BASE AND MERIDIAN
 ELEV = 4228.69



- GENERAL NOTES**
1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS
 2. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED BY THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
 3. ALL SANITARY SEWER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY STANDARD PLANS AND SPECIFICATIONS.
 4. ALL WATER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
 6. DEFLECT OR LOOP ALL WATERLINES TO AVOID CONFLICTS WITH OTHER UTILITIES PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 7. PROJECT SHALL COMPLY WITH ALL UTAH DIVISION OF DRINKING WATER RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO BACKFLOW PROTECTION AND CROSS CONNECTION PREVENTION.
 8. THE CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL/PLUMBING PLANS.
 9. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING UTILITY STRUCTURES OR PIPES.
 10. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 11. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

- SCOPE OF WORK:**
 PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
1. 4" SDR 35 PVC SANITARY SEWER LATERAL @ 2.0% MINIMUM SLOPE, INCLUDING CLEANOUTS AT MAXIMUM 100-FOOT SPACING, PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS
 2. CONNECT TO EXISTING SEWER MAIN PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS
 3. 8" C-900 PVC DR-14 POTABLE WATER LINE PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS
 4. FIRE HYDRANT ASSEMBLY COMPLETE PER FARMINGTON CITY STANDARDS AND SPECIFICATIONS
 5. INSTALL 2" CULINARY WATER LATERAL AND METER PER FARMINGTON CITY STANDARDS
 6. INSTALL 6" x 6" TEE WITH THRUST BLOCK AND GATE VALVES AS SHOWN
 7. INSTALL 8" GATE VALVE
 8. INSTALL 2" IRRIGATION METER PER FARMINGTON CITY STANDARDS
 9. INSTALL 8" x 8" TEE WITH THRUST BLOCK AND GATE VALVES AS SHOWN
 10. INSTALL 8" CROSS WITH THRUST BLOCKS AND GATE VALVES AS SHOWN
 11. 10" C-900 PVC DR-14 POTABLE WATER LINE PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS
 12. 6" C-900 PVC DR-14 SECONDARY WATER LINE PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS
 13. INSTALL 10" x 8" TEE WITH THRUST BLOCK AND GATE VALVES AS SHOWN
 14. INSTALL 10" x 6" TEE WITH THRUST BLOCK AND GATE VALVES AS SHOWN
 15. PLUG AND MARK FOR FUTURE CONNECTION
 16. 8" x 6" TEE WITH THRUST BLOCK AND GATE VALVES AS SHOWN
 17. 10" x 10" TEE WITH THRUST BLOCK AND GATE VALVES AS SHOWN

PHASE ONE / PLAT ONE
 31 HOMES



SALT LAKE CITY
 45 W. 10000 S., Suite 500
 Sandy, UT 84070
 Phone: 801.255.0529

LAYTON
 Phone: 801.547.1100

TOOELE
 Phone: 435.843.3590

CEDAR CITY
 Phone: 435.865.1453

RICHFIELD
 Phone: 435.895.2983

WWW.ENSIGNENG.COM

FOR:
 CM MANAGEMENT
 9071 SOUTH 1300 WEST, SUITE 100
 WEST JORDAN, UTAH
 CONTRACT:
 CHRIS MCCANDLESS
 PHONE: 801-964-5770

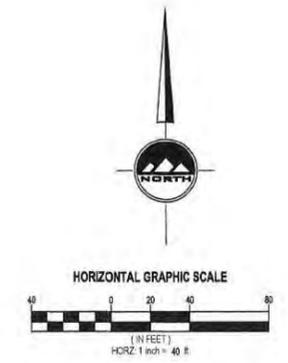
NORTH FARMINGTON STATION TOWNHOMES
PRELIMINARY PLAT - NOT TO BE RECORDED
 1400 WEST BURKE LANE
 FARMINGTON, UTAH



PRELIMINARY UTILITY PLAN

PROJECT NUMBER: 9030
 SHEET: 12/2/21
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT MANAGER:

C-300





Planning Commission Staff Report December 8, 2022

Item 2: Webb Accessory Dwelling Unit – Conditional Use

Public Hearing: Yes
Application No.: C-20-22
Property Address: 349 N Flagrock Drive
General Plan Designation: LDR (Low Density Residential)
Zoning Designation: LR-F (Large Residential Foothill)
Area: 2 Acres
Number of Lots: 1
Property Owner: Josh Webb
Agent: Josh Webb

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

Background Information

The applicant is requesting conditional use approval to establish an ADU in the second story of 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”.

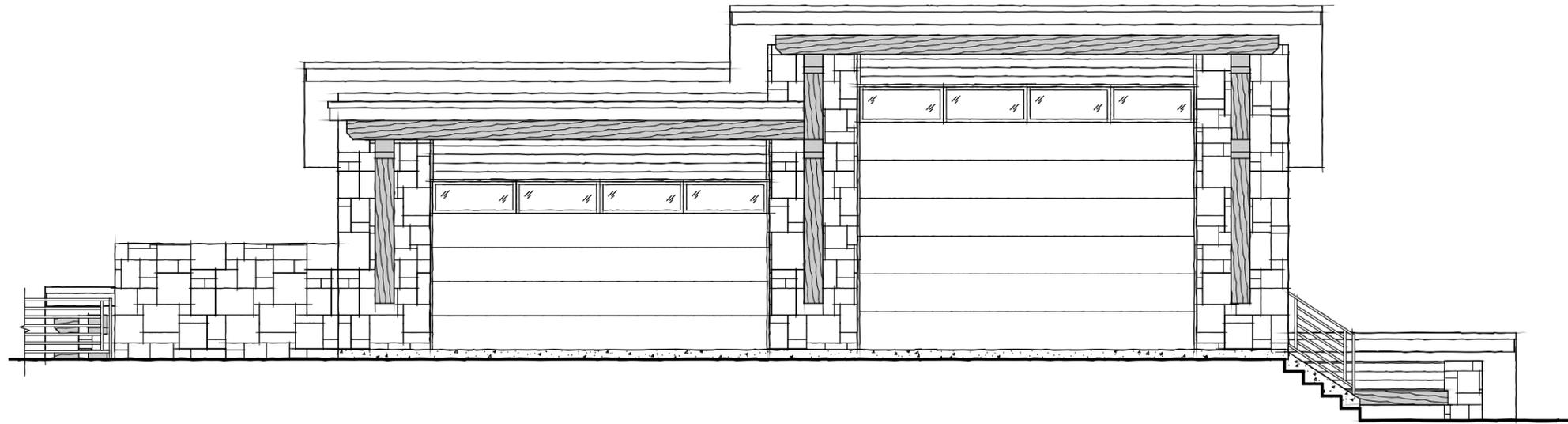
Findings for Approval:

1. The ADU increases housing availability in Farmington.
2. 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.
3. The proposed conditions can mitigate reasonably anticipated detrimental impacts to the neighborhood.

Supplemental Information

1. Vicinity Map
2. Site plan and elevations

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 THE BUILDER/GENERAL CONTRACTOR (CONSTRUCTION PROFESSIONAL) MUST CAREFULLY AND THOROUGHLY VERIFY DIMENSIONS, VALIDITY, AND OVERALL INTEGRITY OF THE PLANS. IN THE EVENT OF A DISCREPANCY, PRIOR TO CONSTRUCTION, MODLINE DESIGN SHALL BE CONTACTED FOR CLARIFICATION.



WEBB GARAGE
 'LOT 109 THE RESIDENCES AT FARMINGTON HILLS

DRAWING INDEX			
A1.0	COVER SHEET	55.0	TYPICAL WALL SECTION
A1.1	GENERAL NOTES	SD1	ENGINEERING DETAILS
A1.2	GENERAL NOTES	SD2	ENGINEERING DETAILS
A2.0	SITE PLAN	SD3	ENGINEERING DETAILS
A3.0	EXTERIOR ELEVATIONS		
A3.1	EXTERIOR ELEVATIONS		
A4.0	LOWER FLOOR PLAN		
A4.1	MAIN FLOOR PLAN		
D1.0	TYPICAL DETAILS		
D1.1	TYPICAL DETAILS		
D2.0	LOWER DETAILING PLAN		
D2.1	MAIN DETAILING PLAN		
E1.0	LOWER ELECTRICAL		
E1.1	MAIN ELECTRICAL		
S1.0	FOOTING / FOUNDATION PLAN		
S2.0	MAIN FLOOR FRAMING		
S3.0	ROOF PLAN		
S3.1	ROOF FRAMING		
S4.0	BUILDING SECTION		

BUILDING INFORMATION	
BUILDER	ELITE CRAFT HOMES
OWNER	JOSH & MIKELL WEBB
ADDRESS	LOT # 109 THE RESIDENCES AT FARMINGTON HILLS 349 NORTH FLAG ROCK DRIVE FARMINGTON, UTAH, 84025
ENGINEER	PRICE ENGINEERING FARR WEST, UTAH (801) 791-6274
ARCHITECTURAL DESIGNER	MODLINE DESIGN
DRAWN BY	S. ORGILL / L. SCARLET
SQUARE FOOTAGE	1800 SQ. FT. MAIN LEVEL GARAGE 1624 SQ. FT. LOWER LEVEL (FINISHED) 159 SQ. FT. LOWER LEVEL (UNFINISHED) 1783 SQ. FT. LOWER LEVEL (TOTAL)

GENERAL NOTES

WORKMANSHIP THROUGHOUT SHALL BE OF THE BEST QUALITY OF THE TRADE INVOLVED AND THE GENERAL CONTRACTOR SHALL COORDINATE THE WORK OF THE VARIOUS TRADES TO EXPEDITE THE JOB IN A SMOOTH AND CONTINUOUS PROCESS.

UNLESS OTHERWISE NOTED, ALL DETAILS, SECTIONS AND NOTES SHOWN ON THE CONTRACT DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR CONDITIONS ELSEWHERE.

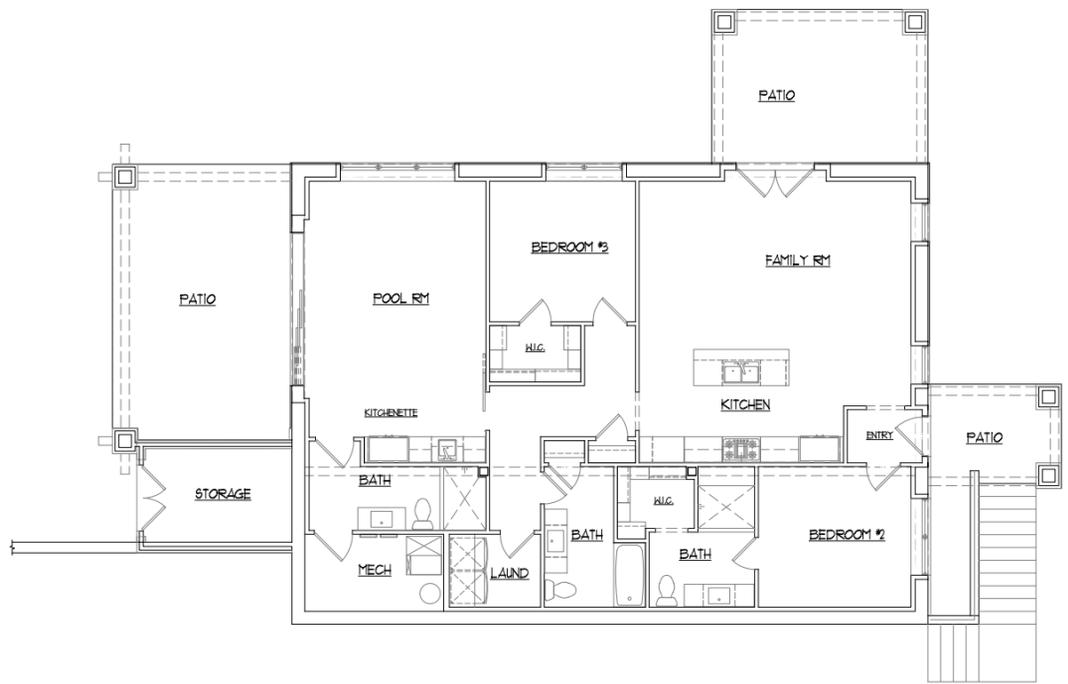
ALL OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE CONTRACT DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH ANY WORK INVOLVED.

ALL CONSTRUCTION SHALL BE IN ACCORDANCE TO THE 2018 INTERNATIONAL RESIDENTIAL CODE

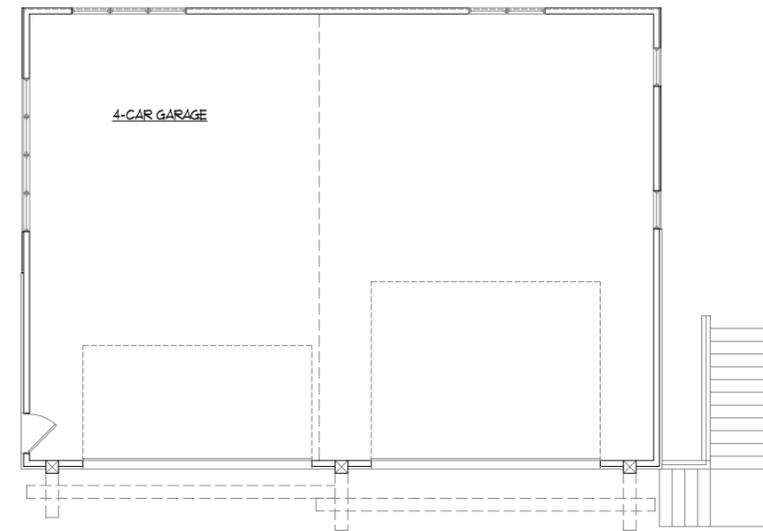
COMPLIANCE WITH CODES AND ORDINANCES GOVERNING THE WORK SHALL BE MADE AND ENFORCED BY THE GENERAL CONTRACTOR

NOTE THAT ALL WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE.

MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION OF MATERIALS SHALL BE FOLLOWED.



LOWER FLOOR PLAN



MAIN FLOOR PLAN



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 31 N. MAIN STREET, FARMINGTON, UTAH 84025

PROJECT DETAILS:

LOT #109 THE RESIDENCES AT FARMINGTON HILLS
 349 NORTH FLAG ROCK DRIVE
 FARMINGTON, UTAH, 84025

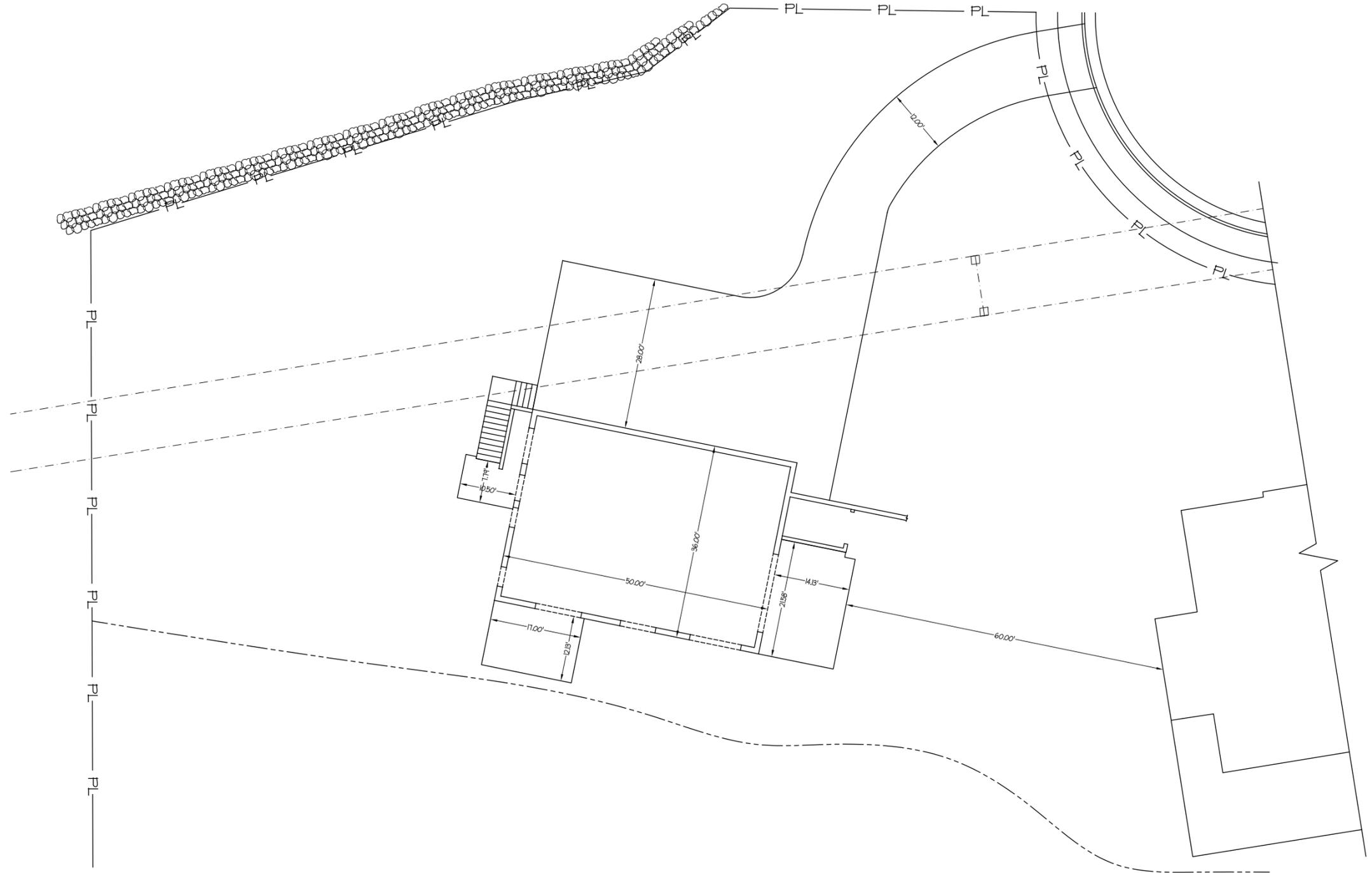
DATE PUBLISHED:
 Oct. 20, 2022

PLAN NUMBER:
 G-1800-22

SHEET: A1.0

LOT # 109 THE RESIDENCES AT FARMINGTON HILLS

349 NORTH FLAG ROCK DRIVE
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LOT #109 THE RESIDENCES AT FARMINGTON HILLS
349 NORTH FLAG ROCK DRIVE
FARMINGTON, UTAH, 84025

DATE PUBLISHED:
Oct. 20, 2022

SITE PLAN

SCALE: 12X18: 1" = 20' | 24X36: 1" = 10'

SHEET: A2.0

PLAN NUMBER:
G-1800-22

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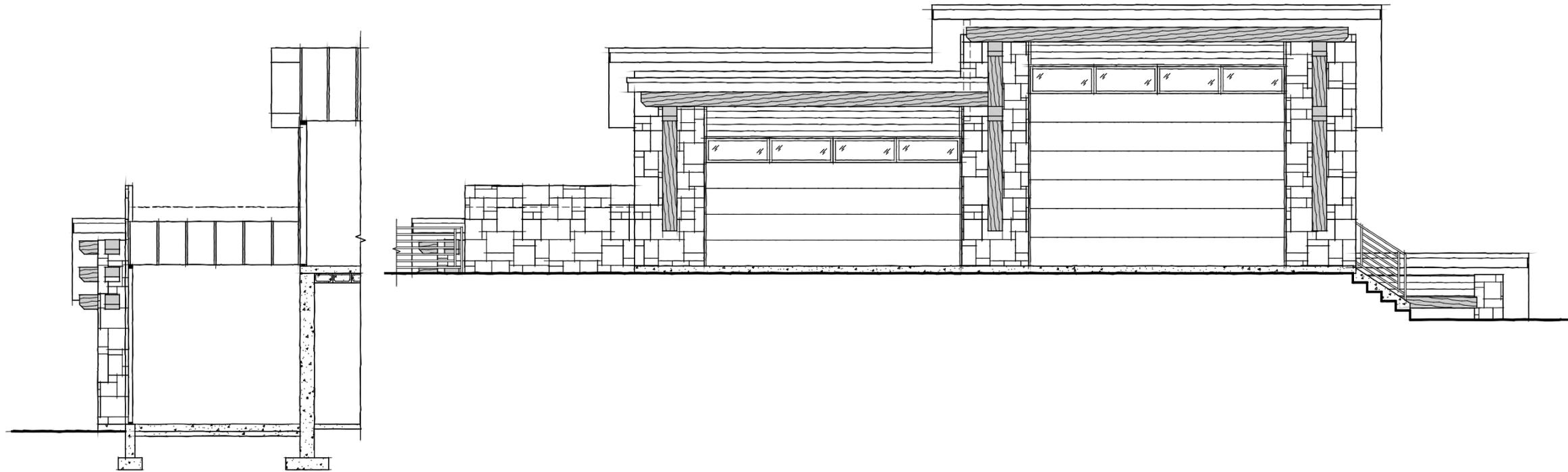
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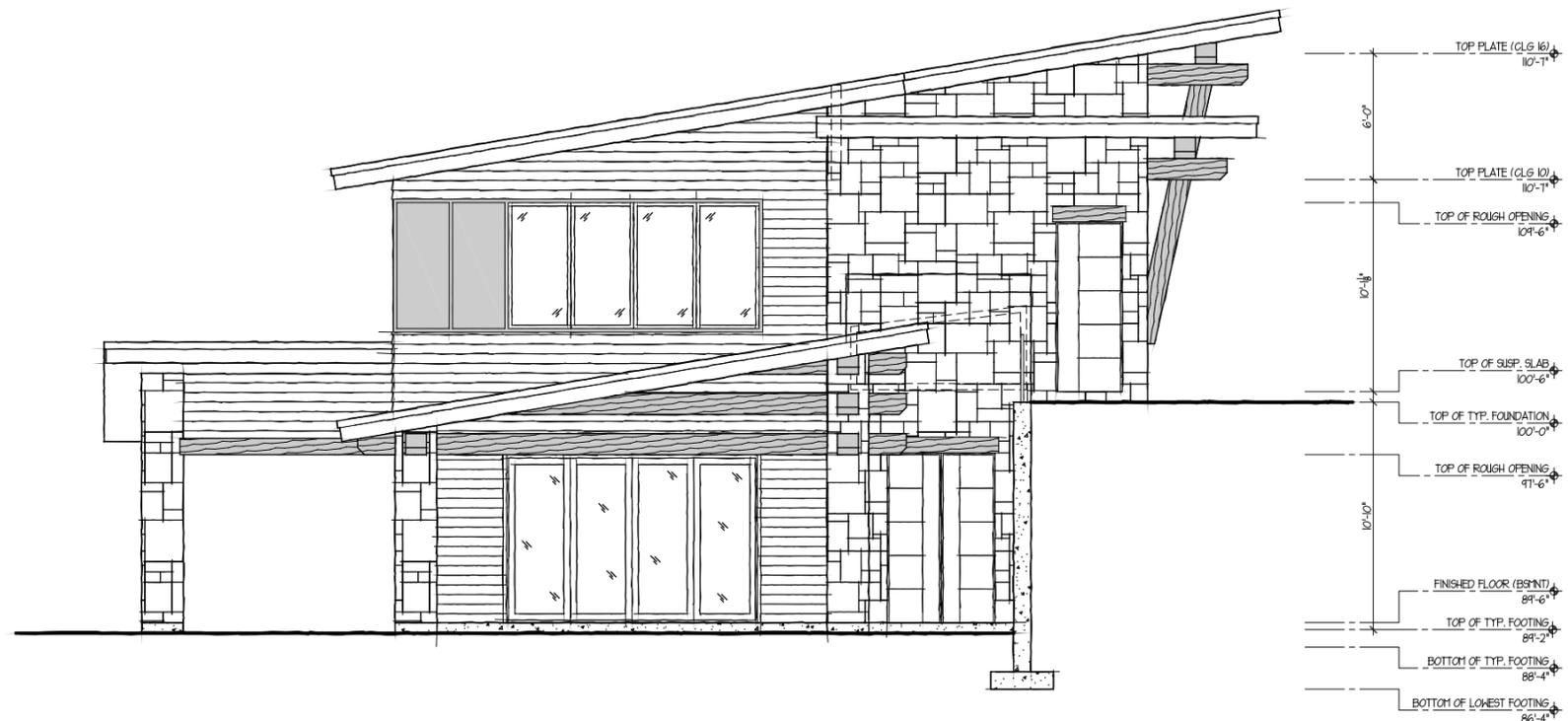
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FRONT ELEVATION

SCALE: | 12X18: 1/8" = 1'-0" | 24X36: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: | 12X18: 1/8" = 1'-0" | 24X36: 1/4" = 1'-0"

- TOP PLATE (GLS 16) 10'-11"
- 6'-0"
- TOP PLATE (GLS 12) 10'-11"
- TOP OF ROUGH OPENING 10'-6"
- 10'-1/8"
- TOP OF SUSP. SLAB 10'-6"
- TOP OF TYP. FOUNDATION 10'-0"
- TOP OF ROUGH OPENING 9'-6"
- 10'-0"
- FINISHED FLOOR (ESSENT) 8'-6"
- TOP OF TYP. FOOTING 8'-2"
- BOTTOM OF TYP. FOOTING 8'-4"
- BOTTOM OF LOWEST FOOTING 8'-4"

SHEET:

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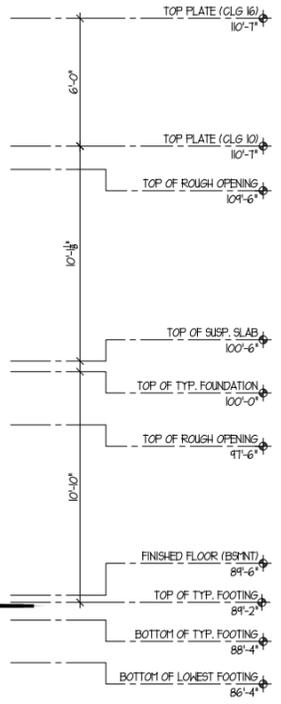
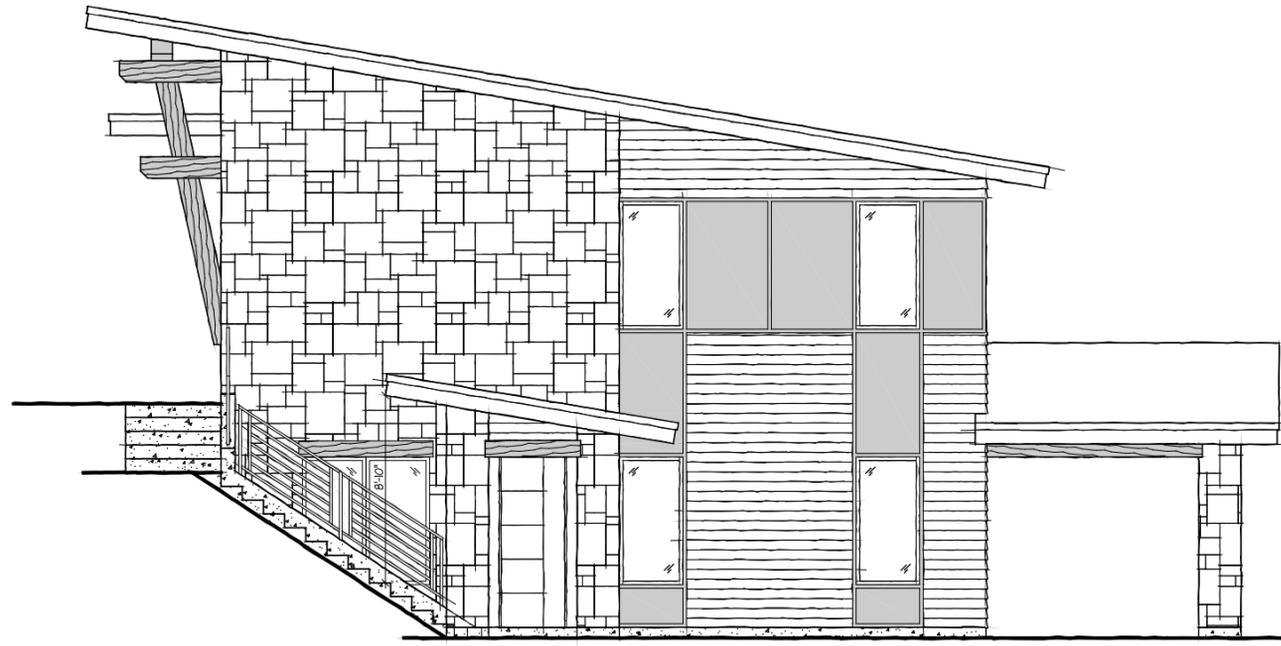
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REAR ELEVATION

SCALE: | 12X18: 1/8" = 1'-0" | 24X36: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: | 12X18: 1/8" = 1'-0" | 24X36: 1/4" = 1'-0"

SHEET:

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ASSUMED GENERAL PRACTICE NOTES

- UNLESS DOOR LOCATION IS DIMENSIONED - CENTER DOOR OR MAINTAIN A 4" JAMB DIMENSION MINIMUM
- WINDOW SET # REFERS TO TOP OF WINDOW
- WINDOW SET # NOTES DENOTED WITH § SHOULD BE SET RELATIVE TO THE PAGE'S FLOOR ELEVATION, NOT ELEVATION OF FLOOR THE WINDOW EXISTS OVER UNLESS OTHERWISE SPECIFIED
- EXAMPLE: A WINDOW IN A GARAGE SHALL TYPICALLY BE SET RELATIVE TO THE MAIN FLOOR ELEVATION, NOT THE GARAGE FLOOR ELEVATION
- UNLESS TOP OF WINDOW IS CALLED OUT - USE DEFAULT WINDOW HEIGHT
- HALFHALLS TO BE FRAMED AT 36" HIGH UNLESS OTHERWISE SPECIFIED
- INTERIOR VAULTED PITCH SET EQUAL TO HALF OVERALL PITCH UNLESS OTHERWISE SPECIFIED
- PLATE CALLOUTS ARE APPROXIMATE - AND GARAGE PLATES SHALL TYPICALLY BE MEASURED FROM THE MAIN FLOOR ELEVATION
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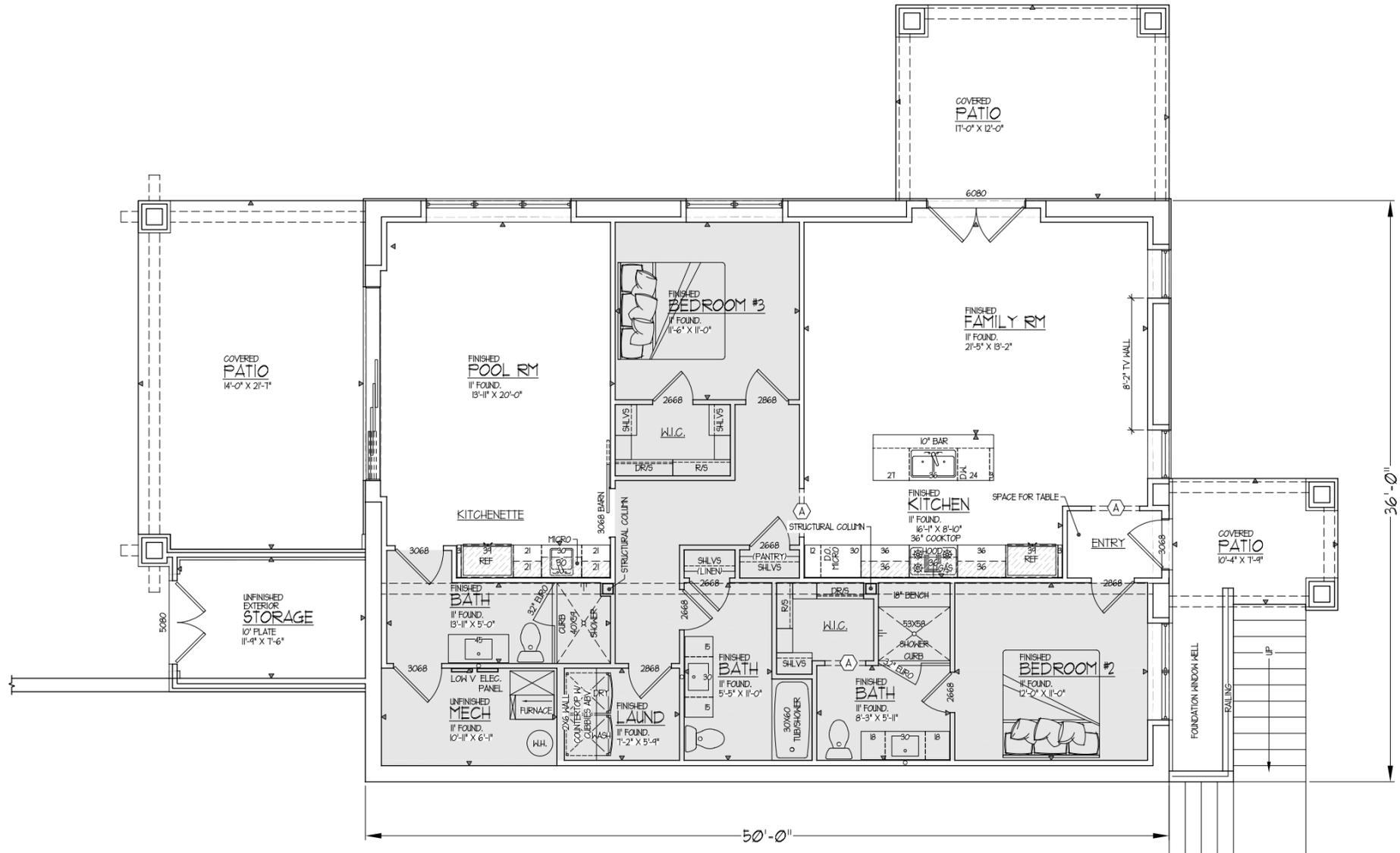
TYPICAL VERBIAGE:

- N.I.C. HALL IN CLOSET
- BATH BATHROOM
- DR BANK OF DRAWERS
- D.W. DISHWASHER
- MICRO MICROWAVE
- V.T.D. VERTICAL TRAY DIVIDERS
- D.O. / S.H.O. DOUBLE WALL OVEN / SINGLE WALL OVEN
- ICE ICE MAKER
- G.F.O. GARBAGE CAN PULL OUT
- REF / U.C.R. FRIDGE / UNDER CABINET FRIDGE
- CAB CABINETS
- TALL FULL HEIGHT CABINET
- F.D. FLOOR DRAIN
- DRY DRYER
- WASH WASHER
- FURN FURNACE
- H.B. WATER SPIGOT / HOSE BIB
- H.H. WATER HEATER
- H.S. / H.S.R. WATER SOFTENER / WATER SOFTENER ROUGH
- SUMP / R/SUMP SUMP PUMP / ROUGH SUMP PUMP
- SEP. SEWER EJECTION PUMP
- SHELVES TYPICAL SHELVING - SEE DETAIL 3/D10
- D. SHELVES DUAL SHELVING - SEE DETAIL 1/D10
- R/S ROD AND SHELF - SEE DETAIL 1/D10
- DR/S DOUBLE ROD AND SHELF - SEE DETAIL 2/D10
- BENCH SEE DETAIL 4/D10
- BENCH & QUEBIES SEE DETAIL 6/D10 (QUANTITIES EXPLAINED)
- F' (IN WINDOW CALLOUT) FIXED WINDOW
- SH' (IN WINDOW CALLOUT) SINGLE HUNG WINDOW
- HS' (IN WINDOW CALLOUT) HORIZONTAL SLIDING WINDOW
- C' (IN WINDOW CALLOUT) CASEMENT WINDOW

FRAMING SCHEDULE

ROUGH-OPENING DIMENSIONS	
EXTERIOR DOORS: 8'-0" (TYP)	ROUGH OPENING AT 8'-3" (TYP)
INTERIOR DOORS: 6'-8" (TYP)	ROUGH OPENING AT 6'-11" (TYP)
TOP OF WINDOW: 8'-0" (TYP)	ROUGH OPENING AT 8'-0" (TYP)
* ALL DOORS FRAMED 1/2" WIDER THAN THE DOOR'S NOMINAL SIZE *	
TAG	OPENING DESCRIPTION
(A)	JAMB & CASE OPENING - TOP AT 6'-8" HEIGHT
(B)	JAMB & CASE OPENING - TOP AT 8'-0" HEIGHT
(C)	SHEETROCK OPENING W/O CASE - TOP AT 6'-8" HEIGHT
(D)	SHEETROCK OPENING W/O CASE - TOP AT 8'-0" HEIGHT
(E)	TOP OF WINDOW ROUGH OPENING FRAMED AT 6'-4 1/2"
(F)	TOP OF WINDOW ROUGH OPENING FRAMED AT 8'-1 1/2"
(H)	FRAME BOTTOM OF WALL ABOVE RECESSED REF. AT 6'-2"
(J)	FRAME BOTTOM OF WALL ABOVE HIDDEN PANTRY DOOR AT 6'-10"

DROPPED CEILING FOR H.V.A.C. SYSTEM



DISCLAIMER
 FURNACES / WATER HEATERS / WATER SOFTENERS / ELECTRICAL PANELS AND HEAT TRUNK LINES ARE TO BE PLACED PER PLAN TO THE BEST OF THE ABILITY OF THE TRADE INVOLVED UNDER CERTAIN CIRCUMSTANCES REGARDING BUILDING CODE AND PHYSICAL AND/OR PRACTICAL LIMITATIONS, THE TRADE INVOLVED WILL DETERMINE PLACEMENT OF THESE SYSTEMS WHILE MAINTAINING COMPLIANCE WITH BUILDING CODE.

**11' FOUNDATION WALLS TYPICAL
 LOWER FLOOR PLAN**

SCALE: 1/2X18: 1/8" = 1'-0" | 24X36: 1/4" = 1'-0"



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 31 N. MAIN STREET, FARMINGTON, UTAH 84025

PROJECT DETAILS:

**LOT #109 THE RESIDENCES
 AT FARMINGTON HILLS**
 349 NORTH FLAG ROCK DRIVE
 FARMINGTON, UTAH, 84025

DATE PUBLISHED:
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SHEET: A1.0

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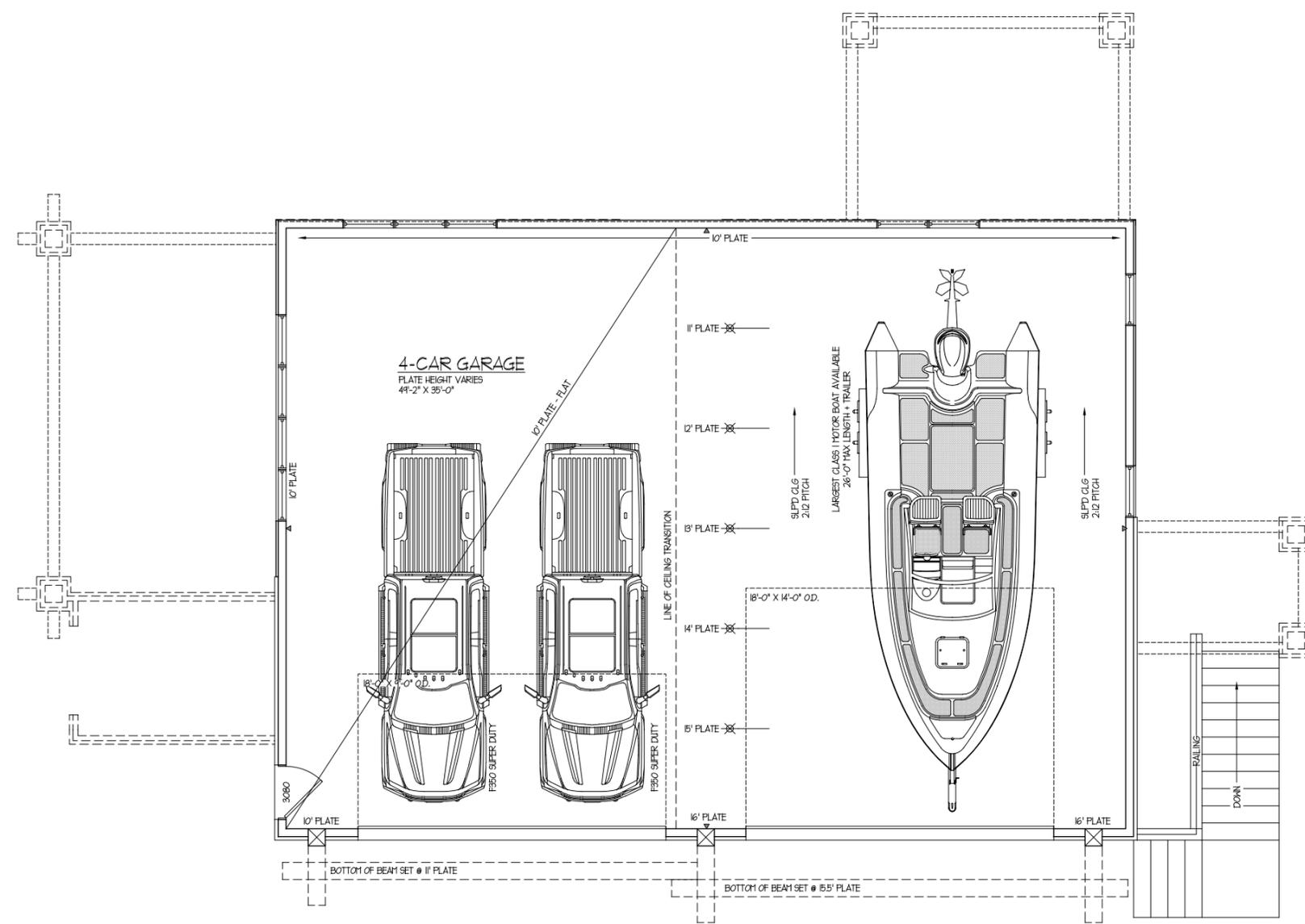
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TYPICAL VERBIAGE:

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MAIN FLOOR PLAN

SCALE: 12X18: 1/8" = 1'-0" | 24X36: 1/4" = 1'-0"



MODLINE DESIGN
 ARCHITECTURE - PLANNING - DESIGN
 (801) 839-5568 - 801g@modlinedesign.com
 31 N. MAIN STREET, FARMINGTON, UTAH 84025

PROJECT DETAILS:

LOT #109 THE RESIDENCES AT FARMINGTON HILLS
 349 NORTH FLAG ROCK DRIVE
 FARMINGTON, UTAH, 84025

DATE PUBLISHED:
 Oct. 20, 2022

SHEET: 4.1

PLAN NUMBER:
 G-1800-22



Planning Commission Staff Report December 8, 2022

Item 3: Kirkham Corner Metes and Bounds Subdivision

Public Hearing:	Yes
Application No.:	S-21-22
Property Address:	1085 N Compton Road
General Plan Designation:	LDR (Low Density Residential)
Zoning Designation:	LR-F
Area:	1.6 Acres
Number of Lots:	2
Property Owner:	Curtis Kirkham
Agent:	Curtis Kirkham

Request: *Applicant is requesting approval to subdivide the existing property into 2 lots.*

Background Information

Earlier this year the City Council and Planning Commission reviewed a request to rezone the subject property from agricultural zoning to the current LR designation, which was approved.

The purpose of the rezone was to allow for development of a larger area over time, but currently the division of only part of it is being considered. The subject property includes 1 home near the corner which would remain on what is shown as lot 1. A new 2nd lot would be created to the west.

The applicable LR zoning district requires standard lot size of 20,000 sq. ft. with a frontage of 85 ft. at the front setback (being 25 feet) and a minimum frontage along the right of way of 42.5 ft.

The proposed lots each exceed the minimum lot size and meet or exceed the frontage requirements of the zone for a standard lot.

The proposed subdivision qualifies for consideration as a subdivision by metes and bounds as the area to be divided is immediately adjacent to existing streets and utilities and does not require the extension or further improvement of the street and no remnant parcels are being created. Working through the division of the property with staff, a plat has been created to better set up the potential for future development to the south as there are multiple large deep lots that may desire to further develop someday. The included plat demonstrates where the access for development to the south would be provided.

Suggested Motion

Move that the Planning Commission approve Kirkham Corner Metes and Bounds Subdivision.

Findings for Approval:

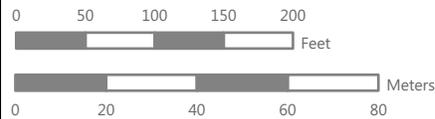
1. The proposed lots meet the requirements for a Metes and Bounds Subdivision per Chapter 12-4 of the Farmington City Ordinances.
2. The proposed lots meet or exceed the minimum dimensions and requirements for a standard subdivision lot in the LR zoning district.

Supplemental Information

1. Vicinity Map
2. Subdivision Plat



VICINITY MAP
1085 North Compton Road



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.

KIRKHAM CORNER SUBDIVISION PHASE 1

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

SURVEYOR'S CERTIFICATE

I, JEREMIAH R. CUNNINGHAM, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 9182497 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HERewith AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS KIRKHAM CORNER SUBDIVISION PHASE 1 AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN.

AARON L. INABNIT, P.L.S. UT #9897117-2201

BOUNDARY DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF THE WESTERLY LINE OF COMPTON ROAD (300 WEST STREET), SAID POINT IS NORTH 00°11'50" EAST 914.19 FEET ALONG THE SECTION LINE AND NORTH 89°48'10" WEST 609.74 FEET TO THE WEST LINE OF SAID ROAD AND NORTH 00°43'03" EAST 226.50 FEET ALONG SAID WEST LINE FROM THE EAST QUARTER CORNER OF SAID SECTION 13, SAID EAST QUARTER CORNER BEARS SOUTH 89°07'41" EAST 26.80 FEET FROM A FOUND BRASS CAP WITNESS MONUMENT, AND RUNNING THENCE NORTH 88°27'10" WEST 502.34 FEET (498.40 FEET BY DEED) TO THE EXTENSION OF AN EASTERLY LINE OF QUAIL RUN SUBDIVISION, A SUBDIVISION RECORDED AS ENTRY #570770 IN THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE NORTH 03°59'50" EAST (NORTH 04°03'26" EAST BY RECORD SUBDIVISION) 147.82 FEET (147.18 FEET BY DEED) ALONG SAID EASTERLY LINE, AND EXTENSION THEREOF, TO THE SOUTHWEST CORNER OF LOT 19 OF SAID SUBDIVISION; THENCE ALONG THE LINES OF SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES: 1) SOUTH 88°30'45" EAST 207.39 FEET (SOUTH 88°27'10" EAST BY RECORD) TO A 168.0-FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, 2) EASTERLY 35.05 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°57'10", CHORD BEARS SOUTH 80°35'01" EAST 34.98 FEET TO A TANGENT LINE, 3) SOUTH 86°33'36" EAST 252.16 FEET (SOUTH 86°30'00" EAST 249.50 FEET BY DEED) TO THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF QUAIL FLIGHT ROAD (1100 NORTH STREET) AND THE WESTERLY LINE OF SAID COMPTON ROAD; THENCE SOUTH 00°43'03" WEST 134.80 FEET (133.66 FEET BY DEED) ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

CONTAINING 1.637 ACRES.

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO PRIVATE LOTS, HEREAFTER TO BE KNOWN AS KIRKHAM CORNER SUBDIVISION PHASE 1, DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, INCLUDING EASEMENTS, AND DO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENT OR OTHER ENCUMBRANCE WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREETS AND SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 20____.

CURTIS KIRKHAM

D. DAVID AAMODT, TRUSTEE
THE D. DAVID AAMODT AND SHIRLEY W. AAMODT FAMILY TRUST, DATED MARCH 6TH, 1997

SHIRLEY W. AAMODT, TRUSTEE
THE D. DAVID AAMODT AND SHIRLEY W. AAMODT FAMILY TRUST, DATED MARCH 6TH, 1997

ACKNOWLEDGEMENT

ON THIS _____ DAY OF _____, 20____, THERE APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, CURTIS KIRKHAM, WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED.

NOTARY PUBLIC: _____

RESIDENCE: _____

MY COMMISSION EXPIRES: _____

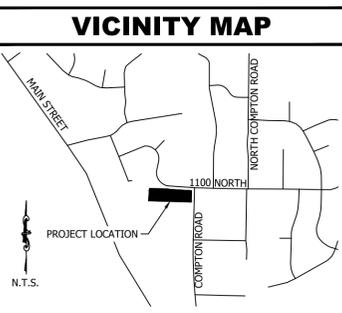
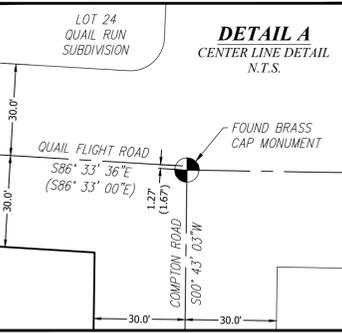
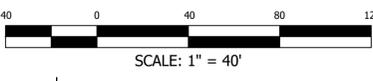
TRUST ACKNOWLEDGMENT

ON THE _____ DAY OF _____, 20____, THERE PERSONALLY APPEARED BEFORE ME, D. DAVID AAMODT AND SHIRLEY W. AAMODT, TRUSTEES OF THE D. DAVID AAMODT AND SHIRLEY W. AAMODT FAMILY TRUST, DATED MARCH 6TH, 1997, WHO BEING DULY SWORN, DID SAY THAT HE/SHE IS A TRUSTEE OF SAID TRUST AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID TRUST AND THAT IT IS WITHIN THE TRUSTEE'S AUTHORITY TO EXECUTE THE SAME.

NOTARY PUBLIC: _____

RESIDENCE: _____

MY COMMISSION EXPIRES: _____



LEGEND

PROPERTY LINE _____
ADJACENT PROPERTY _____
ROAD CENTERLINE _____
SECTION LINE _____
TIE TO MONUMENT _____
EASEMENT LINE _____

RECORD CALLS ()

5/8" REBAR WITH "ENTELLUS" CAP, TO BE SET AT CORNER (UNLESS OTHERWISE NOTED) ●

FOUND PROPERTY MARKER (AS NOTED) ○

Curve Table

CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	168.00'	35.05	011° 57' 10"	S80° 35' 01"E	34.98'
C2	168.00'	31.84	010° 51' 27"	S81° 07' 53"E	31.79'
C3	168.00'	3.21	001° 05' 43"	S75° 09' 18"E	3.21'
C4	26.50'	24.30	052° 32' 02"	N49° 16' 57"E	23.46'
C5	100.00'	34.17	019° 34' 32"	N13° 13' 40"E	34.00'
C6	53.00'	30.17	032° 36' 55"	S59° 14' 31"W	29.76'
C7	26.50'	1.86	004° 00' 45"	S21° 00' 33"W	1.86'
C8	155.00'	49.63	018° 20' 44"	N13° 53' 06"E	49.42'

OWNER/DEVELOPER

CURTIS KIRKHAM
1085 NORTH COMPTON ROAD, FARMINGTON, UT
ckirkham@premierplastics.net
801-698-6378

Line Table

LINE #	DIRECTION	LENGTH
L1	N03° 26' 24"E	25.87'
L2	N23° 00' 56"E	60.53'
L3	N23° 00' 56"E	71.06'
L4	N03° 26' 24"E	26.20'

NOTES

- PUBLIC UTILITY EASEMENTS ARE ALSO DRAINAGE EASEMENTS (P.U.&D.E.).
- THE PROPERTY SUBDIVIDED PER THIS PLAT WAS PART OF A LARGER RECORD-OF-SURVEY FILED AS SURVEY #8182 IN THE OFFICE OF THE DAVIS COUNTY SURVEYOR.
- ROTATE PLAT COURSES 00°20'41" CLOCKWISE FOR NAD83 STATE PLANE COORDINATES IN THE UTAH NORTH ZONE.
- THE FUTURE ROAD DEDICATION AND PUBLIC UTILITY EASEMENT IS A NON-EXCLUSIVE EASEMENT EFFECTUATED AT THE RECORDING OF THIS PLAT FOR A FUTURE PUBLIC ROAD DEDICATION. TRAVEL ACROSS THIS EASEMENT BY THE PUBLIC IS PROHIBITED BY THIS PLAT. THIS EASEMENT WILL BE VACATED AS PART OF A PLANNED FUTURE DEVELOPMENT PLAT, AT WHICH TIME THE PLANNED FUTURE DEVELOPMENT PLAT WILL DEDICATE THE ROAD TO THE PUBLIC.
- APPROVAL OF THIS DEVELOPMENT PLAT BY FARMINGTON CITY DOES NOT CONSTITUTE ANY REPRESENTATION AS TO THE ADEQUACY OF THE SUB-SURFACE SOIL CONDITIONS NORTH THE LOCATION OR DEPTH OF GROUND WATER TABLES.
- INDIVIDUAL PROPERTY OWNERS ARE RESPONSIBLE FOR SURFACE DRAINAGE FROM THEIR LOTS. THE CITY WILL INSPECT FINAL GRADES TO ENSURE COMPLIANCE WITH THE SUBDIVISION GRADING PLAN PRIOR TO A HOME OCCUPANCY PERMIT BEING ISSUED.

CITY COUNCIL'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____, BY
FARMINGTON CITY.

CITY RECORDER ATTEST: _____
MAYOR: _____

CITY ENGINEER'S APPROVAL

APPROVED BY THE FARMINGTON CITY ENGINEER, THIS _____ DAY OF _____, 20____.

FARMINGTON CITY ENGINEER

PLANNING COMMISSION APPROVAL

APPROVED BY THE PLANNING COMMISSION OF FARMINGTON CITY, THIS _____ DAY OF _____, 20____.

CHAIRMAN

CITY ATTORNEY'S APPROVAL

APPROVED ON THIS _____ DAY OF _____, 20____, BY THE
FARMINGTON CITY ATTORNEY.

FARMINGTON CITY ATTORNEY

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND RECORDED THIS _____ DAY OF _____, 20____
AT _____ IN BOOK _____ OF _____
COUNTY RECORDER: _____
BY: _____ DEPUTY

1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com
PROJECT #1947002 10/17/2022, JS
10/19/2022, ALI



Planning Commission Staff Report December 8, 2022

Item 4: A Zone Text Amendment Enacting Chapter 9 - Lot Consolidation and Boundary Adjustment, of Title 12 - Subdivision Regulations, of the Farmington City Ordinances.

Public Hearing: Yes
Application No.: ZT-12-23
Agent: Farmington City

Request: *The proposed Chapter establishes an alternative process to a plat amendment whereby properties may be combined or common boundaries may be adjusted.*

Background Information

A recent application to combine 2 adjacent parcels owned by the same entity into 1 for the purpose of building an accessory building was brought before the city council for consideration. The request was readily accepted by the council as no new lots were created and the combined lot more than met all standards of the applicable zone. There seemed to be little reason to have it in front of the City Council for review. Furthermore, the City Council expressed concern over the need for a property owner in such a situation to have to pay the high cost of having a surveyor create an amended subdivision plat.

Currently the city's ordinances do not include a process to combine lots or adjust a common boundary. Rather, we defer to the process outlined in state statute which in effect says that when a lot that is part of a subdivision is involved, an amended subdivision plat is necessary, unless the city has adopted a different process.

The included ordinance creates an optional process by which boundary adjustments and lot consolidations may be considered. A subdivision plat amendment may still be needed in many instances to deal with easements and platted property lines, but in certain cases a less rigorous and more economical process may be appropriate that is accommodated with this ordinance.

Suggested Motion

Move that the Planning Commission recommend approval of proposed zone text amendment enacting Chapter 9 of Title 12 as included in the attached enabling ordinance.

Findings:

1. The proposed ordinance creates an alternate process to better accommodate the adjustment or consolidation of property when appropriate.

Supplemental Information

- a. Proposed Ordinance Language

FARMINGTON CITY, UTAH
ORDINANCE NO. _____

AN ORDINANCE ENACTING CHAPTER 9 - LOT CONSOLIDATION AND BOUNDARY ADJUSTMENT, OF TITLE 12 - SUBDIVISION REGULATIONS, OF THE FARMINGTON CITY ORDINANCES.

WHEREAS, the Planning Commission has held a public hearing and reviewed the proposed ordinance which would create a new process for consideration of combining properties or adjusting boundaries of property within Farmington City; and

WHEREAS, the Planning Commission recommended that these changes be approved by the City Council; and

WHEREAS, the Farmington City Council has also held a public hearing pursuant to notice and as required by law and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH:

Section 1. Amendment. Chapter 12-9 of the Farmington City Zoning Ordinance is hereby enacted as set forth in **Exhibit “A”** attached hereto and by this reference made a part hereof

Section 2. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 3rd day of January 2023.

FARMINGTON CITY

Brett Anderson, Mayor

ATTEST:

DeAnn Carlile, City Recorder

Exhibit “A”

CHAPTER 9 LOT CONSOLIDATION AND BOUNDARY ADJUSTMENT

12-9-010: PURPOSE:

This chapter is intended to allow the consolidation of lots or adjustments of boundaries on lots within the city through an administrative process approved by the zoning administrator.

12-9-020: WHEN PERMITTED:

- (A) Lot Consolidation: Two (2) abutting lots located within the same platted subdivision may be consolidated into a single lot if they share a common boundary and a common owner.
- (B) Boundary Adjustment: Two (2) abutting lots or parcels within the city may have their boundary adjusted if they share a common boundary and consent of both property owners is established by the applicant.

12-9-030: PROPERTY BOUNDARY UNAFFECTED:

- (A) Unless otherwise provided by Utah or Davis County law, lot consolidation and boundary adjustments under this chapter that are made to platted lots shall not have the effect of adjusting any property boundary in the records of the county.
- (B) The application shall provide a notice to an applicant that property boundaries for platted lots are not affected by lot consolidation or boundary adjustments, which may impact the owner’s ability to construct improvements on the adjusted lots.

12-9-040: APPLICATIONS:

- (A) An applicant wishing to either combine two (2) lots, or to adjust a boundary between two lots or parcels, shall submit an application to the city planner on a form approved by the city. The application shall provide proof of ownership of both lots. At the time the application is submitted, the applicant shall pay the required application fee, as set forth in the city’s consolidated fee schedule.
- (B) For boundary adjustments, the application must be accompanied by a survey and legal descriptions of the parcels with adjusted boundaries. The applicant shall also present proof of ownership for properties, with an executed and notarized consent to the boundary adjustment for each property.

12-9-050: REVIEW:

The city planner shall review the application for completeness, which review shall not exceed thirty (30) days. The applicant shall be notified as soon as practicable if the application is not accompanied by the required documentation. At the conclusion of the review period, the zoning administrator shall render a decision on the application.

12-9-060: LOT CONSOLIDATION RESTRICTIONS:

A lot consolidation under this chapter shall not:

- (A) Combine two (2) lots that do not share a common boundary line;
- (B) Combine two (2) lots that are platted on different subdivision plats;
- (C) Extinguish or modify any easements of record; or
- (D) Create any new lots.

12-9-070: BOUNDARY ADJUSTMENT RESTRICTIONS:

A boundary adjustment under this chapter shall not:

- (A) Completely eliminate a lot;
- (B) Result in a lot that does not conform to zoning or lot regulations of the city;
- (C) Extinguish or modify any easements of record; or
- (D) Create any new lots.

12-9-080: STATEMENT OF APPROVAL:

- (A) Upon approval of the application, the applicant shall submit to the city such proposed deeds or records that will accomplish the lot combination or boundary adjustment.
- (B) The city planner shall review such submissions to assure they conform to the representations made in the application, and submit it to the zoning administrator for approval.
- (C) Upon approval, the zoning administrator shall sign a statement to be attached to the deeds reflecting the city's approval of the lot combination or boundary adjustment.



Planning Commission Staff Report December 8, 2022

Item 5: Conditional Use Permit Application—Fencing.

Public Hearing:	Yes
Application No.:	C-21-22
Property Address:	541 W Rigby Road
General Plan Designation:	AG (Agriculture Preservation Very Low Density)
Zoning Designation:	AE (PUD)
Area:	2.91 Acres
Number of Parcels:	1
Property Owner:	Don and Amy Poulton
Agent:	N/A

Request: Applicant is requesting a conditional use permit for six-foot vinyl fencing around the perimeter of the property.

Background Information:

In the applicable AE zoning district, fencing is a use by right which is reviewed and approved by city staff in consideration of [Section 11-28-140](#) of the city ordinances which limits fencing height to 8 ft. and establishes provisions near the street to ensure that there are no obstructions to view that would create safety hazards for pedestrians or traffic.

Even though the underlying zoning district would allow fencing as a permitted use, the referenced property is subject to a conservation easement which states in Section 7:

Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property may be permitted by conditional use permit, subject to and in accordance with the Farmington City Ordinances, Title 11, Chapter 8 as amended, regarding conditional use permits:

- a) Equestrian facilities for Class “B” animals, as defined in Section 6(b), above; and
- b) Fencing, when deemed necessary and appropriate in accordance with the Conservation Values and the intent and purposes of this Easement.

The applicant has provided documentation included with this report outlining direction they were given by city staff to put in a 6 ft. vinyl privacy fence around the perimeter of the property. This direction was given because staff considered the request to be a minor variation from the plan previously approved by the Planning Commission in accordance with [Section 11-8-060 \(C\)](#). That decision was appealed; it was later determined by an Administrative Law Judge that staff was not the proper deciding body and that the request for fencing needed to be considered by the Planning Commission as a conditional use.

According to Utah Statute, [Section 10-9a-507](#) (2):

- (a) (i) A land use authority shall approve a conditional use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards.
 - (ii) The requirement described in Subsection (2)(a)(i) to reasonably mitigate anticipated detrimental effects of the proposed conditional use does not require elimination of the detrimental effects.
- (b) If a land use authority proposes reasonable conditions on a proposed conditional use, the land use authority shall ensure that the conditions are stated on the record and reasonably relate to mitigating the anticipated detrimental effects of the proposed use.
- (c) If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards, the land use authority may deny the conditional use.

The applicable standards referenced by the above statute in 10-9a-507 (2)(a) have been previously adopted by Farmington City and are found in FCC 11-8-050 as follows:

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.

The Planning Commission should determine whether or not the request conforms with the listed standards.

Additional Considerations Due to the Conservation Easement

In addition to consideration of the standards, the applicable conservation easement states that fencing is permitted by conditional use, ‘when deemed necessary and appropriate in accordance with the Conservation Values and the intent and purposes of this Easement.’

To help understand what those Conservation Values are and what the intent and purpose of the easement is, one can look to the easement itself.

Regarding Conservation Values:

The RECITALS indicate that ‘the Property possesses natural, scenic, wildlife, and open space values consisting of upland meadows and pastureland collectively referred to as “Conservation Values”...’

Furthermore, Section 3 states:

“The property presently consists of natural, scenic, open space, upland meadows and pastureland. The Property has the following specific Conservation values: natural, scenic, open space, upland meadows and pastureland.”

Regarding the Intent and Purpose of the Easement:

Section 4 of the easement it states:

“The purpose of this Easement is to assure that the Property will be retained in its open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property.”

The easement reserved to the property owner the right to exclude others from the property:

Section 10 of the easement states:

“The dedication of this Easement does not include the right of entry by the general public for the purposes of recreation or for any other purpose.”

While these terms are not defined within the Easement, in addition to determining whether or not the request conforms to the Conditional Use Standards found in the city’s ordinances, the Planning Commission is tasked with considering whether or not the request is necessary and appropriate with the Conservation Values and intent and purposes of the applicable easement.

Suggested Motion:

Staff Recommends that the Planning Commission approve the requested conditional use permit for 6 ft. vinyl privacy fence around the perimeter of the subject property as indicated in the provided documentation.

Findings:

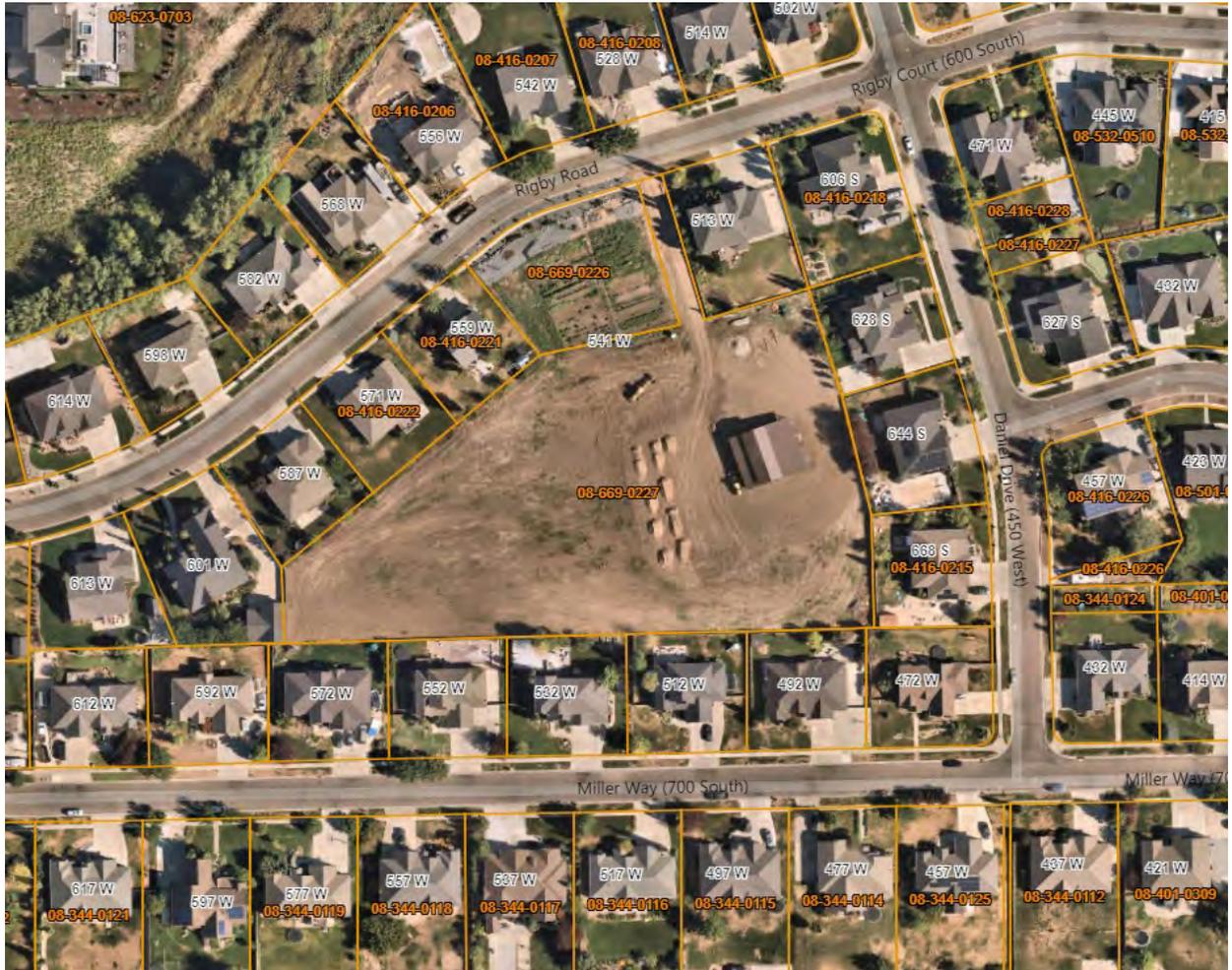
1. The fencing is permitted as a conditional use permit by the applicable conservation easement.
2. The proposed fencing conforms with the applicable standards for a conditional use permit identified in FCC 11-8-050 as follows:
 - a. **Necessity:** The proposed use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general well being of the community;
 - i. The applicant has provided documentation demonstrating why the fence is necessary.
 - b. **Compliance:** The proposed use shall comply with the regulations and conditions in this title for such use;
 - i. The fencing complies with applicable provisions of FCC 11-28-140.
 - c. **Comprehensive Plan:** The proposed use shall conform to the goals, policies and governing principles of the comprehensive plan for Farmington City;
 - i. The proposed fencing is not in conflict with the comprehensive plan.

- d. Compatibility: The proposed use shall be compatible with the character of the site, adjacent properties, surrounding neighborhoods and other existing and proposed development;
 - i. The proposed fencing matches existing fencing which surrounds large stretches of the property.
- 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;
 - i. The fencing provides screening and does not create additional need for other facilities.
- f. And; 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.
 - ii. The requested fencing will not cause safety risks or be detrimental to the health, safety or general welfare to properties in the vicinity.
- 3. As it relates to the conservation easement, the requested fencing has been shown by the applicant to be necessary to facilitate the equestrian use of the property and to exclude others from entering it; and it is appropriate with the Conservation Values applicable to the property by facilitating a viable use of the property for equestrian facility and pastureland, in lieu of more intensive uses such as additional housing or development.

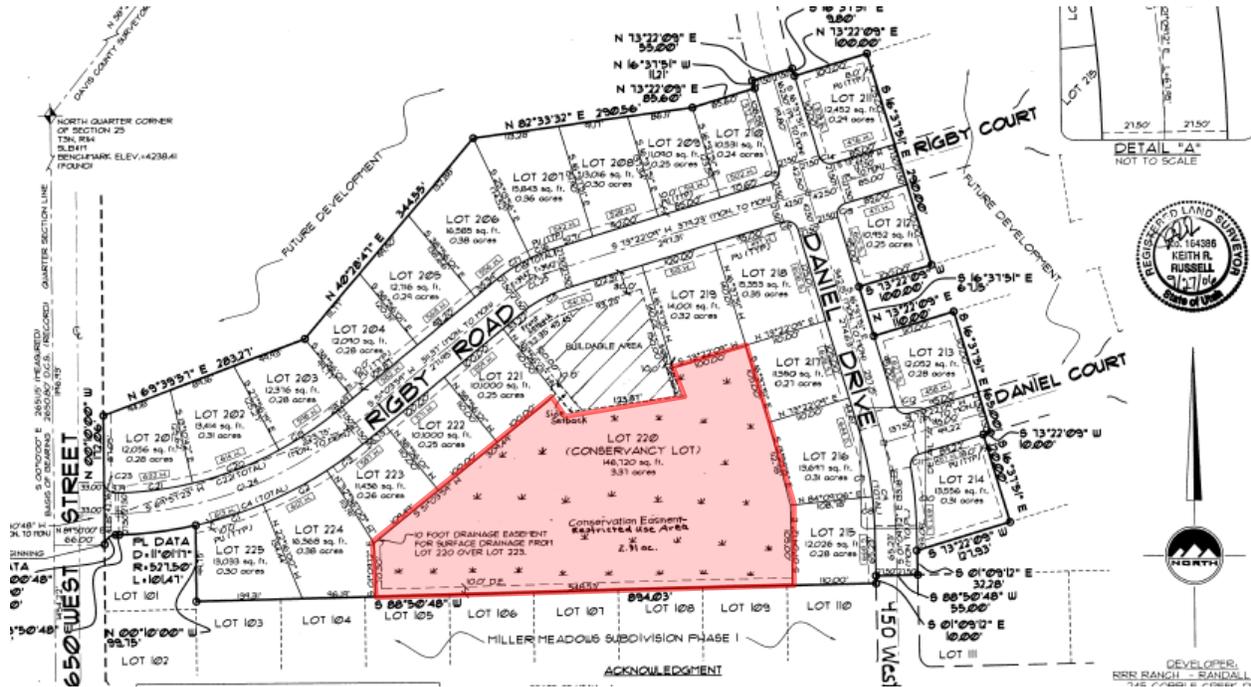
Supplemental Information

- 1. Vicinity Map
- 2. Conservation Easement Area
- 3. Location of proposed fencing in relation to the Conservation Easement Area
- 4. Plan showing fence location submitted by applicant
- 5. Conditional Use Permit Request Letter from applicant
- 6. Email feed from recent staff determination
- 7. Conservation Easement

Vicinity Map:



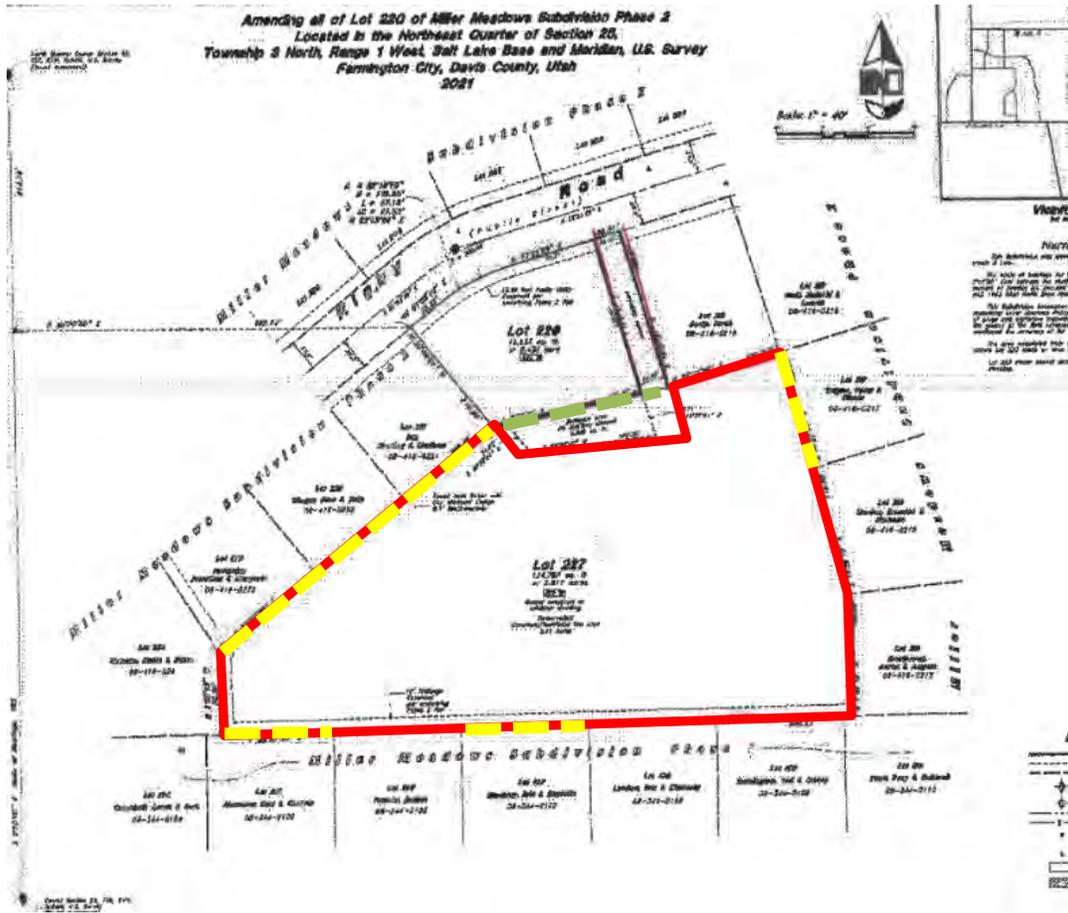
Conservation Easement Area:



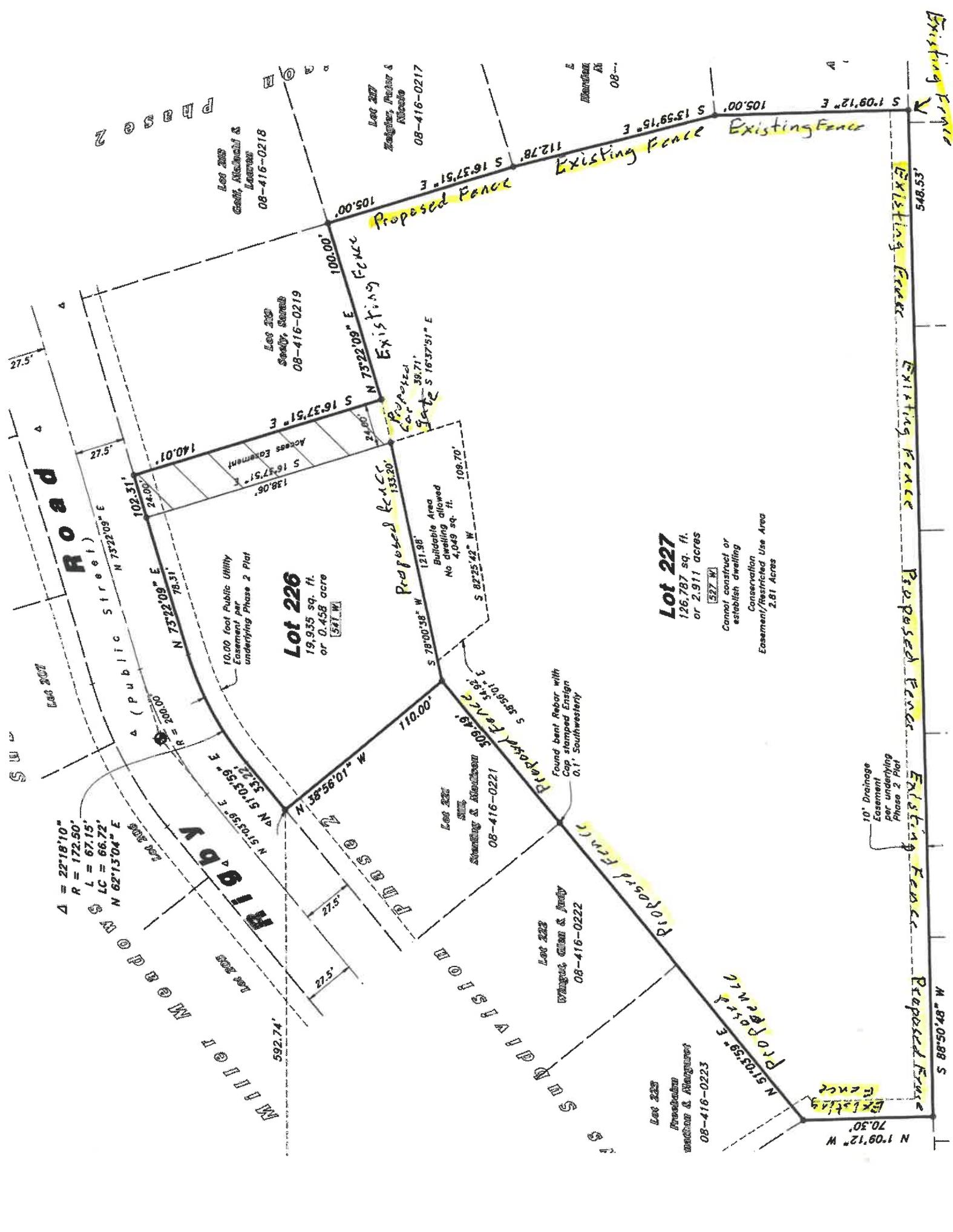
*Easement Area in Red – Based on Legal Description from Exhibit A of the Easement
 (All of lot 220 less and except that portion labeled “Buildable Area”, “Front Setback”, or “Side Setback”)*

Fencing or gates outside of this area are not subject to the restriction of the easement and a fence and gate are therefore a permitted use.

Location of Proposed Fencing in Relation to Easement Area:



- Red outline is easement area on current plat.
- Dashed yellow lines indicate location of desired perimeter fencing as it borders the easement.
- Dashed green lines indicate location of fence and gate which are not within the easement.



$\Delta = 22'18''10''$
 $R = 172'50''$
 $L = 67'15''$
 $LC = 66'72''$
 $N 62'13'04'' E$

Lot 223
 Goff, Nicholas &
 Leavins
 08-416-0218

Lot 226
 Sedy, Sarah
 08-416-0219

Lot 227
 Ziegler, Peter &
 Nicole
 08-416-0217

Lot 226
 19,935 sq. ft.
 or 0.458 acre
 (571 W)

Lot 227
 126,787 sq. ft.
 or 2.911 acres
 (527 W)

Lot 222
 Standing & Macken
 08-416-0221

Lot 222
 Wang, Glen & Judy
 08-416-0222

Lot 223
 Frederick
 Macken & Alingwart
 08-416-0223

Buildable Area
 dwelling allowed
 No 4,049 sq. ft.

Cannot construct or
 establish dwelling
 Conservation
 Easement/Restricted Use Area
 2.81 Acres

Found bent Rebar with
 Cap stamped Ensign
 0.1' Southwesterly

10' Drainage
 Easement
 Per underlying
 Phase 2 Plat

Proposed Fence

Existing Fence

Existing Fence

Proposed Fence

Proposed Fence

Proposed Fence

Existing Fence

Existing Fence

Existing Fence

Proposed Fence

Existing Fence

Proposed Fence

Existing Fence

10.00 foot Public Utility
 Easement per
 underlying Phase 2 Plat

Address Easement

Proposed Gate

November 29, 2022

To the Farmington City Planning Commission

Re: Conditional Use Permit for Lot 227 Miller Meadows Subdivision Phase 2, Amended

From Donald & Amy Poulton, Trustees

At the September 22, 2022 Planning Commission meeting where we applied for a conditional use permit, there were many comments and concerns expressed regarding safety, particularly for children being injured by horses.

Realizing the danger of injury and our potential liability, we decided to finish the perimeter fencing surrounding our property. There are 14 homes sharing the perimeter of the property and currently 8 have privacy/security fences and 6 do not. In addition, our own building lot does not have a fence. See attachment

We understood this would be an additional sizeable expense and bourn entirely by us, but we felt it was necessary to protect others, our expensive horses and other animals, and our liability; any of which, justified this expense.

Knowing the Conservation Easement said fencing needed to be approved, we emailed the city planning department and asked if we needed a conditional use permit for a perimeter fence. We did not want to violate the easement, so we sought guidance before we did anything. The attached email chain basically says the city planner's office contacted the Chairman of the Planning Commission and both parties felt for safety it would be appropriate to have a perimeter fence installed without the need of returning to the Planning Commission.

Based on that response, we hired a fence contractor and paid him \$12,000 to move forward with six 6' vinyl fences to be installed around the remaining unfenced properties. We tried our best to match the existing fences, which we felt, not only does not impair or interfere with the conservation values but enhances them through a consistent look and not a "hit-and-miss" look of random fences.

We are still under contract to pay an additional \$12,000, all of which was contracted in good faith based on the City's response, which we understand was also in good faith.

It has now been determined that this approval should have first been sought through the Planning Commission with a conditional use permit.

Therefore, this application for a conditional use permit is for approval to finish the remaining 6 fences, plus our own lot, which will fully enclose the property.

The property has already been approved for an equestrian facility. The approval included interior fences for pastures, corrals and a round pen training area. Under **Section 7:**

Conditional Uses part (b) of the Conservation Easement, fences are allowed when deemed necessary and appropriate. With only interior fences approved, should a horse, cow, or other animal escape from a stall, without a perimeter fence, the animal would have full access to the streets and sidewalks, endangering others and themselves.

Additionally, under **Section 6: Permitted Uses item (b)**, Pastureland for Class B animals such as horses, cows, sheep and goats is a permitted use. It doesn't mention **fences which indicates or at least implies a perimeter fence is a permitted use**, since the City would never allow for multiple animals to be on the property and have no containment. If that is correct, then a conditional use permit would not be required, which supports the City Planning office and the Planning Commission Chairman's initial determination.

In **Section 10: Limitations** of the Conservation Easement, it states the property is to be held in private ownership and does not include the right of entry of the general public for any reason.

For many years this property has been accessed by children as a play area, teenagers on bikes and playing games, and adults for many purposes including, the installation of sprinkler systems, planting trees, and other activities; not respecting the private property of others.

During the two summers we have owned the property, we have allowed others to use our garden, including multiple garden plots, at no cost. While gardening, we have seen numerous children playing on the property, digging on the property and older school students using it for a shortcut going home. It has been used by bicyclists, off-road vehicles and motorcycles, including building jumps made of dirt. Many of the existing fences have gates into our property, some of which have been used regularly, that we plan to block to ensure the safety of others and animals.

We have great concern these activities will continue, for example a young child could simply wander onto our property and, not maliciously, open a paddock, allowing one of our high spirited young Arabian horses to injure the child or allow the horse out into the neighborhood, creating any number of serious consequences.

In addition to young children and kids, who might not know better, some adults continue to access the property just as they have for many years. A privacy/security fence will be a good reminder that the easement does not allow access to the general public.

One additional concern is the large dogs that have been accessing the property during the two years we have owned it. It's very common to go to the garden area and see large paw marks that have trampled on our plants. Our excavation contractor commented on the amount of dog feces throughout the property. Without appropriate fences, those same dogs would continue to have access to go all around our property, including by the paddocks where our horses or other animals could be scared into harming themselves or being attacked.

We also wonder about the impact of any existing fences being on the property or property line if perimeter fences were not allowed? Would they need to be moved or taken down? Whose responsibility would it be to see if there is a violation?

We feel anything short of the type of the existing privacy/security fences will encourage children, adults and dogs to enter the property, resulting in the previously mentioned concerns.

For these reasons, we urge approval from the Planning Commission of this conditional use permit application to put up the afore described fences, which are in accordance with approved fences for the property, subject to the easement.

Thank you,

Donald Poulton Trustee

Amy C Poulton, Trustee

Donald and Amy Poulton, Trustees

donpoulton@hotmail.com

From: Lyle Gibson <lgibson@farmington.utah.gov>
Sent: Wednesday, September 28, 2022 3:31 PM
To: donpoulton@hotmail.com
Subject: Fwd: Privacy Fences

Don,

I just spoke with the Chair of the Planning Commission to get confirmation on this. He and I both agree that a perimeter fence in addition to the horse fencing would increase safety and would be appropriate to have installed without the need to return to the Planning Commission to amend your approval.

Lyle

----- Forwarded message -----

From: Lyle Gibson <lgibson@farmington.utah.gov>
Date: Wed, Sep 28, 2022 at 1:41 PM
Subject: Fwd: Privacy Fences
To: <donpoulton@hotmail.com>

Don,

I'll take a look at the fencing questions and whether or not we need to revisit it with the PC and let you know.

Lyle

----- Forwarded message -----

From: Carly Rowe <crowe@farmington.utah.gov>
Date: Wed, Sep 28, 2022 at 10:10 AM
Subject: Fwd: Privacy Fences
To: Lyle Gibson <lgibson@farmington.utah.gov>

Lyle,
Can you also help Don Poulton on this, please?

Thanks

Carly Rowe, Farmington City Community Development Dept.
Business License Official, Planning/Zoning,
Recording & Code Enforcement Secretary
Phone: 801-939-9215 / Email: crowe@farmington.utah.gov

----- Forwarded message -----

From: Don Poulton <donpoulton@hotmail.com>
Date: Tue, Sep 27, 2022 at 4:51 PM
Subject: Re: Privacy Fences

To: dpetersen@farmington.utah.gov <dpetersen@farmington.utah.gov>

Cc: Carly Rowe <crowe@farmington.utah.gov>

PS to my last email: I really do appreciate you and your staff in the great work you all do. Everyone is very gracious and helpful.

> On Sep 27, 2022, at 4:45 PM, Don Poulton <donpoulton@hotmail.com> wrote:

>
> Hi Dave,
>
> This is Don Poulton. Just a real quick question following the city planning meeting.

>
> Due to a concern raised by some that children or others could get into the property and climb through our horse fencing, we have decided to put privacy fences behind the remaining six homes that don't already have them. It will be very costly but we think it's for the best.

>
> Can you confirm that I do not need a conditional use permit for those fences?

>
> The layout submitted does show fences around the property but does not specifically indicate privacy or horse fences, and I'm hoping it would cover both or either.

> Thank you,

> Don

E 2252077 B 4239 P 1321-1332
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/14/2007 03:11 PM
FEE \$0.00 Pgs: 12
DEP RTT REC'D FOR FARMINGTON CITY

WHEN RECORDED, MAIL TO:

FARMINGTON CITY
Attn: City Manager
130 North Main
Farmington, Utah 84025

08-416-0220
Miller Meadows Ph-2

CONSERVATION EASEMENT
(CONSERVANCY LOT)

THIS CONSERVATION EASEMENT is made this 5th day of March, 2007, by **WESTGLEN CORPORATION**, a Utah corporation, whose mailing address is 49 West 400 North, Farmington, Utah 84025 (hereinafter "Grantor"), in favor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, whose mailing address is 130 North Main Street, Farmington, Utah 84025 (hereinafter "Grantee").

RECITALS:

WHEREAS, Grantor hereby represents and acknowledges it 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," consisting of a portion of Lot 220 within the conservation subdivision known as Miller Meadows Subdivision, Phase 2; and

WHEREAS, the Property possesses natural, scenic, wildlife, and open space values consisting of upland meadows and pastureland (collectively referred to as "Conservation Values") of great importance to the Grantor, the Grantee, and residents of the Miller Meadows Subdivision, Phase 2; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of the use of the Property in such a way which does not significantly impair or interfere with those values; and

WHEREAS, Grantor intends to preserve and protect the Conservation Values of the Property as open space and pastureland and to protect the Property from future development in perpetuity through this Easement and dedication of the same to Grantee; and

WHEREAS, Grantee is a tax exempt entity under Section 501(c) of the *Internal Revenue Code* qualified to acquire this Conservation Easement.

Conservation Easement

Miller Meadows Subdivision, Phase 2

01/19/07

F:\03\ easements\ miller meadows-(conservation easement)

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 *Utah Code Ann. § 57-18-1, et seq.*, as amended, with the intention of making an 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 and protect as open space the meadows, pastureland and Conservation Values present on the Property, to have and to hold unto Grantee, its successors and assigns forever.

2. **Property.** The Property subject to this Easement consists of approximately 2.91 acres of that certain real property located within Lot 220 of the Miller Meadows Subdivision, Phase 2, designated as a "Conservation Easement - Restricted Use Area" on the official plat of the Miller Meadows Subdivision, Phase 2, located in Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, State of Utah, which plat is recorded in the office of the Davis County Recorder, State of Utah, and is more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

3. **Current Use and Condition of Property.** The Property presently consists of natural, scenic, open space, upland meadows and pastureland. The Property has the following specific Conservation Values: natural, scenic, open space, upland meadows and pastureland.

4. **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 in its 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 the preservation of the Conservation Values of the Property.

5. **Duration.** The duration of the Easement shall be perpetual.

6. **Permitted Uses.** Grantor retains ownership rights of the underlying fee simple title to the Property which are not expressly restricted by this Easement. Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property are permitted:

(a) Conservation of natural terrain and open space in its natural state; e.g. meadow, grassland and pastureland;

(b) Pastureland for Class “B” animals as defined in the Farmington City Ordinances, Section 11-29-103, as amended, including large animals kept as pets or for family food production or recreational purposes, such as horses, cows, goats and sheep. The number of Class “B” animals shall be limited to the regulations set forth in Farmington City Ordinances, Section 11-29-103, as amended; and

(c) Underground utility easements for drainage, access, sewer or water lines, or other public purposes, in locations as approved by the City of Farmington, provided, the responsible person, entity or utility company in interest, shall, at its sole cost and expense, promptly restore the Property affected by such activities to as near as reasonably practicable, the same condition as existed immediately prior to such activities, which restoration shall be conducted to the satisfaction of the Grantee to protect and preserve the Conservation Values of the Property.

7. **Conditional Uses.** Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property may be permitted by conditional use permit, subject to and in accordance with the Farmington City Ordinances, Title 11, Chapter 8, as amended, regarding conditional use permits:

(a) Equestrian facilities for Class “B” animals, as defined in Section 6(b), above; and

(b) Fencing, when deemed necessary and appropriate in accordance with the Conservation Values and the intent and purposes of this Easement.

8. **Prohibited Uses.** Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property are prohibited:

(a) Except as otherwise expressly provided herein, any residential, commercial or industrial activity. It is expressly acknowledged that all of the underlying fee of real property protected by this Easement is contained in individual private lot ownership in such area designated as “Conservation Easement - Restricted Use Area” on the official plat of the Miller Meadows Subdivision, Phase 2, as recorded in the office of the Davis County Recorder, State of Utah. While residential use may be made of the portion of Lot 220 lying outside the Easement Property, the portion of such Lot 220 included within the Easement Property shall be subject to all the terms and conditions of this Easement, including the prohibition against any residential use of such property;

(b) Except as otherwise expressly provided for herein, any development, construction or location of any man-made modification or improvements such as buildings, structures, roads, parking lots, or other improvements;

- i) (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, trees, brush, dirt, junk or other material or substance on the Property;
- (e) Burning of any materials on the Property, except as necessary for fire protection purposes upon obtaining a burn permit from the appropriate agency;
- (f) 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;
- (g) Hunting or trapping for any purpose other than predatory or problem animal control on the Property;
- (h) Advertising of any kind or nature and any billboards or signs on the Property; provided, information signs may be displayed describing the Easement and prohibited or authorized use of the same, subject to written approval of the Grantee;
- (I) Any cutting of trees or vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, and similar protective measures, or as otherwise permitted by the Grantee in writing;
- (j) The change, disturbance, alteration, or impairment of significant natural ecological features and values of the Property or destruction of other significant Conservation Values of the Property;
- (k) Any division, subdivision or de facto subdivision (through long-term leasing or otherwise) of any parcel or part of the Property;
- (l) Changing the topography of the Property by placing on it any soil, dredging spoils, land fill, or other materials, except as necessary to conduct specific permitted or conditional uses;
- (m) Any development, location or storage of any personal property, vehicles, recreational equipment or other residential uses such as trampolines, patios, gazebos, sports courts, barbeques, etc.; and

(n) All other uses or activities not specifically listed as a permitted use or activity or any uses or activities inconsistent with or detrimental to the stated objectives and purpose of the Easement.

9. Rights and Duties 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 preserve the open space and to protect 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 or use inconsistent with this Easement.

10. Limitation. It is expressly acknowledged by the parties that Lot 220 of the Miller Meadows Subdivision, Phase 2, is a conservation lot created in accordance with the Farmington City Ordinances, and is intended to be held in private ownership by an individual property owner and that dedication of this Easement encumbers such Lot 220 for conservation and protection purposes. The dedication of this Easement does not include the right of entry by the general public for the purposes of recreation or for any other purpose.

11. Enforcement of Easement.

- (a) If the Grantee determines that a violation of this Easement is occurring or threatened, the Grantee shall have all rights and remedies available by law or in equity to cure and/or prevent the violation or threatened violation, including, but not limited to, injunctive relief, specific performance, declaratory relief, restitution, reimbursement of expenses, including reasonable attorneys fees, and money damages.
- (b) In addition to all rights and remedies provided by law or in equity for the enforcement of the terms of this Easement, the Grantee shall have all rights of corrective action as provided by Farmington City Ordinances. Specifically, in the event that the Grantor, or any successor entity or owner, fails to maintain all or any portion of the Property in reasonable order and condition as required herein, the Grantee may assume

responsibility, as a right, but not an obligation, for maintenance. The Grantee may enter the Property and take corrective action, including extended maintenance, the cost of which may be charged to the Grantor, or any successor entity or owner, including administrative costs and penalties. Such costs, if not paid within a reasonable time, shall become a lien on the delinquent property, notice of which shall be filed by the Grantee in the County Recorder's Office.

(c) **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.

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

12. Maintenance. It is expressly acknowledged that Grantor intends to sell and transfer ownership of the underlying fee of the Conservation Easement Area to an individual private lot owner to be known as a conservancy lot pursuant to Farmington City Ordinances, within the Miller Meadow Subdivision, Phase 2. The owner of Lot 220 shall be responsible for maintaining the Property at its sole cost and expense.

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.

14. Hold Harmless. Grantor agrees to indemnify, hold harmless and defend the Grantee, its officers, agents, representatives and employees, from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorneys fees, however caused, arising out of or resulting from the acts or omissions of the Grantor, its officers, agents, representatives, invitees and assigns, in connection with Grantor's use and activities on the Property. The Grantee agrees to indemnify, hold harmless and defend the Grantor, its officers, agents, representatives, invitees and assigns, from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorneys fees, however caused, resulting from the operations, acts or omissions of the Grantee, its officers, agents, representatives or employees, in connection with the Grantee's performance of its obligations under this Easement.

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 purchase or otherwise obtain title to the Property and therefore becomes 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.

18. 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. Notice to the Grantee shall be addressed to the following:

Farmington City
c/o City Manager
130 North Main
Farmington, Utah 84025

or to such other address as the Grantee from time to time shall designate by written notice to the Grantor. The required address for notice to the Grantor shall be the address of the most recent fee title owner of the Property as shown on the tax records of Davis County, State of Utah, or to such other address as the current fee title owner of the Property from time to time shall designate by written notice to the Grantee.

19. Title Warranty. Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances.

20. **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 with respect to the Property, subject to the terms and conditions set forth herein. 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.

21. **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.

22. **Recordation.** The Grantee or Grantor shall record this instrument in a 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.

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

24. **Attorneys Fees.** The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorneys fee which may arise or accrue from enforcing this Easement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

25. **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.

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

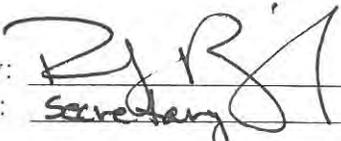
27. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Grantee, the Grantor, and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity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

28. **Entire Agreement.** This Easement, together with all exhibits, sets forth the entire agreement of the parties and supercedes all prior discussions and understandings.

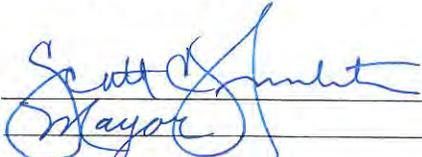
29. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

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

**GRANTOR:
WESTGLEN CORPORATION**

By: 
Its: Secretary

**GRANTEE:
FARMINGTON CITY**

By: 
Its: Mayor

ATTEST:

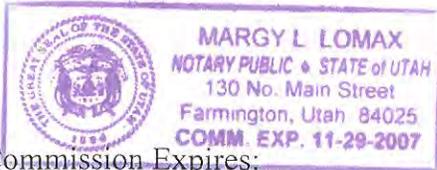

City Recorder



GRANTOR'S ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the 5th day of March, 2007, personally appeared before me Randy Rigby who being by me duly sworn did say that (s)he is the Secretary of **WESTGLEN CORPORATION**, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.



My Commission Expires:

11/29/07

Margy L. Lomax
Notary Public
Residing at:

Davis County, Ut

GRANTEE'S ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the 9th day of March, 2007, personally appeared before me Scott Harbertson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott Harbertson acknowledged to me that the City executed the same.

Margy L. Lomax
Notary Public
Residing at:

My Commission Expires:

11/29/07

Davis Co. Utah

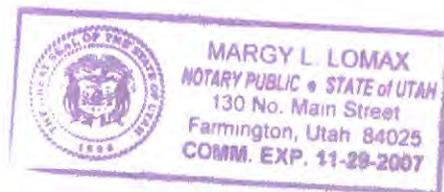


EXHIBIT "A"

Legal Description of Conservation Easement Area

All of Lot 220 less and except that portion labeled as "Buildable Area", "Front Setback" or "Side Setback" on the official plat of the Miller Meadows Subdivision, Phase 2, located in Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, State of Utah, containing 126,661 s.f (2.91 acres).



Planning Commission Staff Report December 8, 2022

Item 6: 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.

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. Initially, the Planning Commission was scheduled to consider this request on October 20, 2022, but the owner asked the City to remove his application from the agenda to allow more time to respond to the following questions highlighted in the staff report for that meeting (see questions below).

An enclosed memo to Rulon Homer, Planning Commission Chair, and Brigham Mellor, City Manager, from Spencer Plummer provides his narrative for all of the questions; however, some brief staff comments in *italics* follow some, but not all of the bullet points as follows:

- 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? *Section 11-10-020 of the Zoning Ordinance provides a “Scheduled of Uses” table which shows that “quasi-public uses” are not an allowed use in the AA zone. The applicant’s proposed use is not 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? *See attached concept site plan prepared by the applicant.*
- How many individuals will be on the property at any one time? *See attached executive summary to the Hales Engineering Traffic Impact Study.*

- 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? *See attached executive summary to the Hales Engineering Traffic Impact Study.*
- 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)).

Attached is the standard of review for conditional use permits set forth in Section 11-8-050 of the Zoning Ordinance (see attached):

Alternative Motions:

- A. Move that the Planning Commission approve the request subject to all applicable Farmington City standards and ordinances and the following;
 1. Exhibit B to the underlying conservation must be amended acceptable to the City to show the proposed use.
 2. No outdoor lighting for the field/parking areas shall accompany the outdoor commercial recreation use.
 3. Hours of operation shall occur from sunrise to sunset.
 4. Except for uses accessory to the principle use, commercial recreation shall not occur within the Existing buildings on site.
 5. The motion does not constitute approval for the proposed new building for the site.
 6. The applicant must receive final site plan approval related to the application by the City’s DRC (Development Review Committee).
 7. The applicant shall plant drought tolerant grasses and follow water-wise irrigation practices per city ordinances and implement other water conservation measures. This element of the motion must come back to the Planning Commission for further consideration and approval.

Findings:

1. The property will not be subdivided to enable further development thereof. This is consistent with the opens space goals for the area.
2. Commercial outdoor recreation is an allowed use in the AA zone, but cannot occur on-site without an amendment to Exhibit B of the underlying conservation easement, this process will ensure that the owner will meet conservation values established for the area.
3. Existing Level of Service (LOS) for the adjacent street is A (free flow) and will remain such at full built out of the commercial recreation use as per a traffic study prepared by Hales Engineering. This demonstrates that the proposed use will not significantly impact traffic in the area.

4. The applicant is proposing no outdoor lights for the playing fields and the parking areas, which will limit hours of operation.
5. If followed correctly, conditions of approval will ensure water conservation for the use.

- OR -

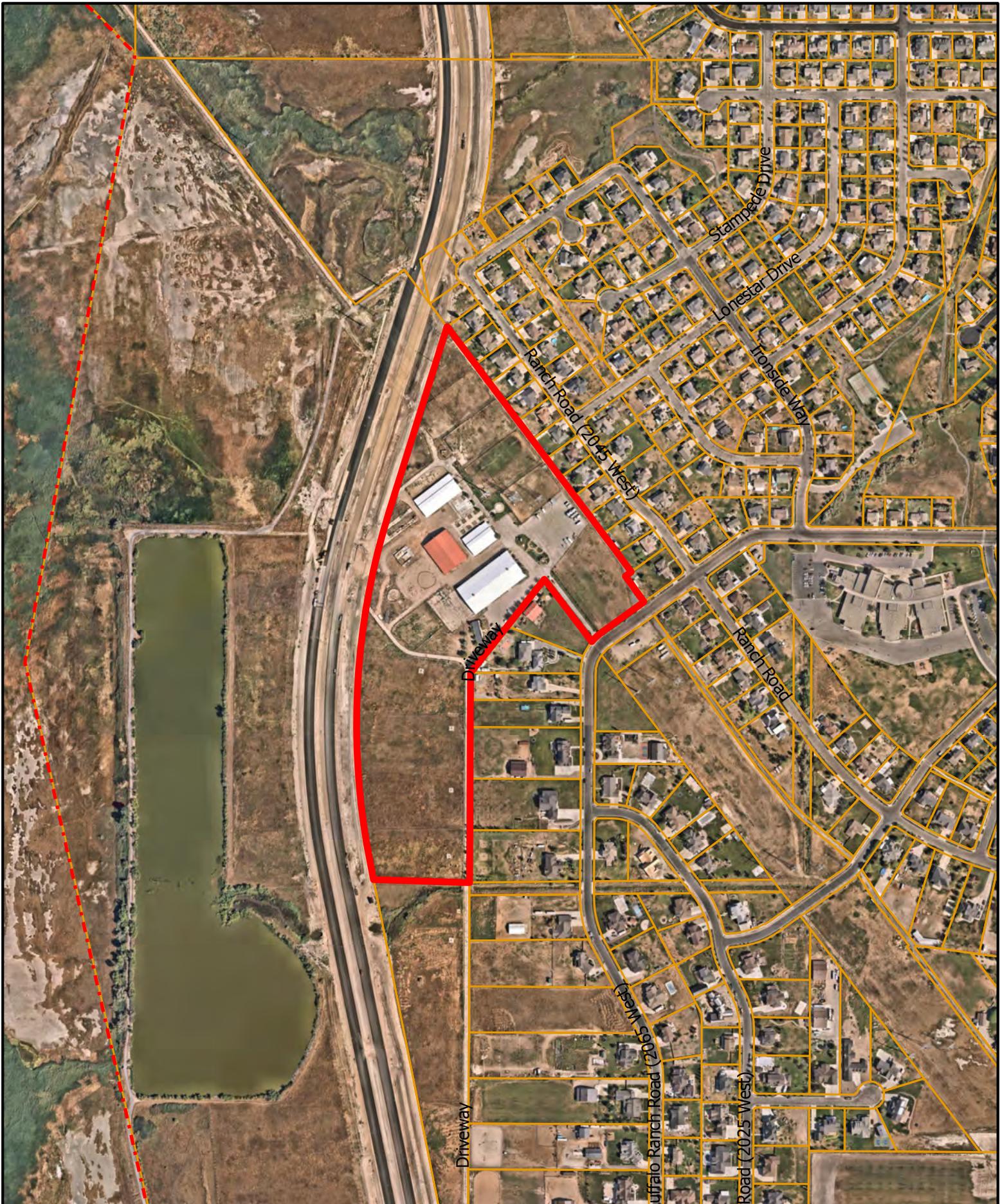
- B. Move that the Planning Commission table the request, but reconsider the application in the future in the event Exhibit B to the Conservation Easement is amended to show commercial outdoor recreation uses.

- OR -

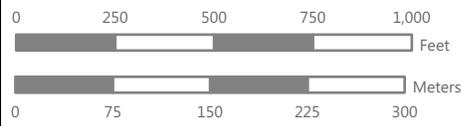
- C. Move that the Planning Commission deny the request because outdoor commercial recreation uses are not allowed as shown on Exhibit B to the conservation easement.

Supplemental Information

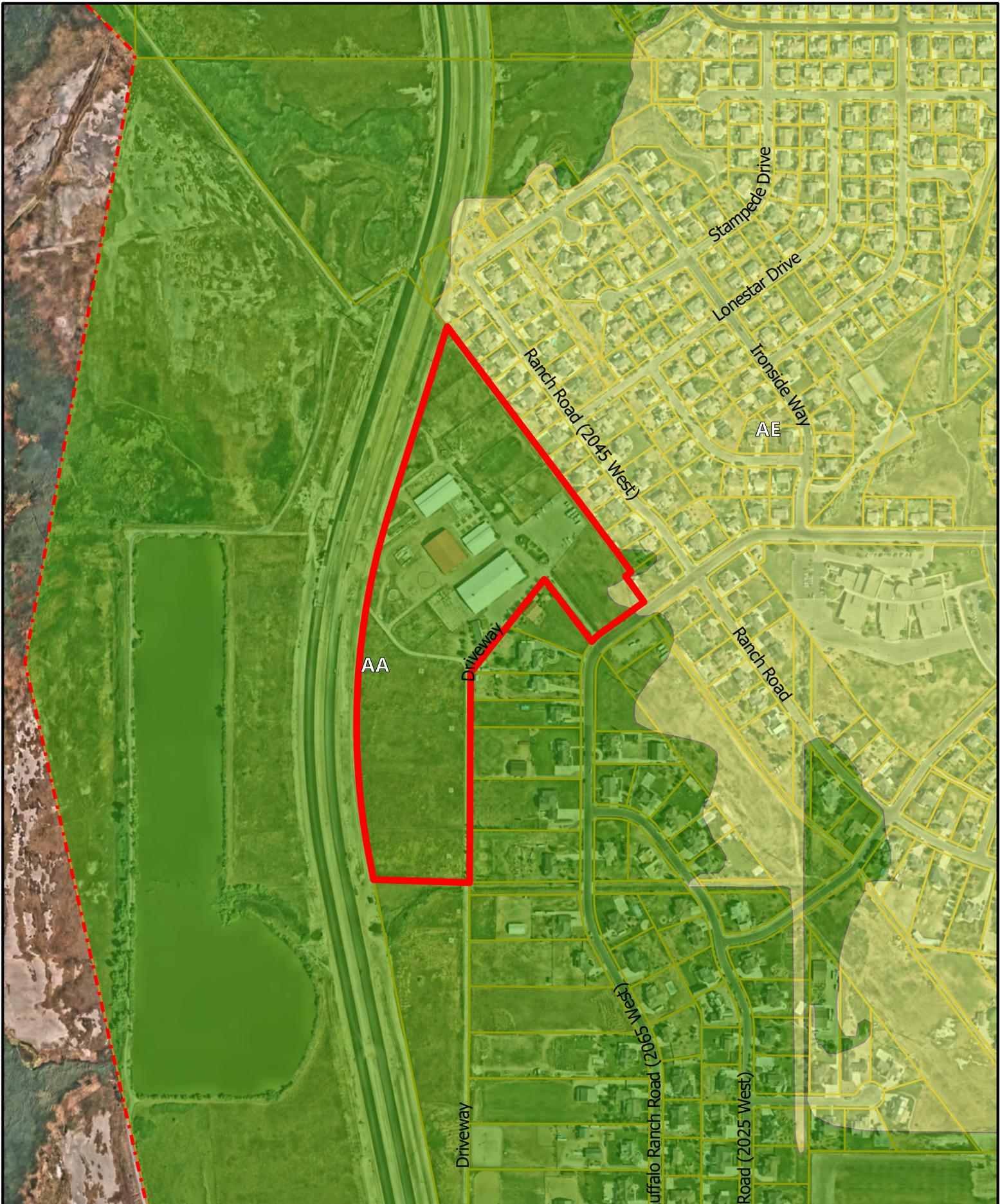
1. Vicinity Map
2. Zoning Map
3. Spencer Plummer Letter, September 29, 2022, and supporting map
4. Spence Plummer Memo to Rulon Homer and Brigham Mellor
5. Site Plan
6. Traffic Study, Executive Summary
7. Trip generation tables
8. Section 11-8-050 Conditional Use Standards
9. Conservation Easement



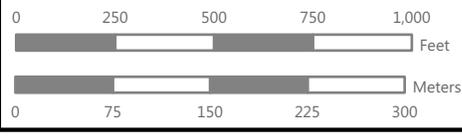
VICINITY MAP
Plummer Conditional Use



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
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,

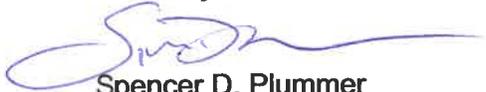
Thank you for your time again today to discuss the economic development of our property that has been bisected and impacted 100% by the new WDC highway.

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



Buffalo Ranch Park

MEMO

To: Farmington City; Mr. Rulon Homer Planning Commission Chair; Brigham Mellor, City Manager

From: Spencer Plummer, 37 N Buffalo Rd Farmington, UT 84025

In response to your questions from the planning commission letter of October 20, 2022 & Farmington City staff meeting November 2, 2022, I have prepared the following answers. I would appreciate the opportunity to discuss the answers with you prior to a meeting with planning commission being scheduled. A couple of the operators have also met with Mr. Dave Petersen & Mr. Lyle Gibson to answer and provide more clarity for your questions.

Thank you. Spencer Plummer

o What does “outdoor recreation use” mean?

Outdoor recreation in this application would mean any type of gathering that would support a recreational activity such as a sporting event, game, practice, and training. Specifically – Buffalo Ranch is looking to work with several operators, including non-profit 501c3 organizations, to host outdoor and indoor recreation. The type of groups that will be using the facility are made of families and youth from the region. This type of recreation events would compliment Farmington City recreational events and take pressure off Farmington City fields and Davis School District fields.

o What type of outdoor recreation is involved?

Development of multipurpose playing fields for practices, games, tournaments and competitions for mainly youth and some limited adult. The fields would accommodate, soccer, lacrosse, rugby, football, ultimate frisbee, flag football, and practices for these accompanying activities.

o Is it a private for-profit commercial use?

We are a for property property, consistent with the past two decades of commercial equine.

Our buildings are commercially built to code and recreational activities charging a profit cannot be the intent because our insemination, veterinary, training, and stabling activities were never intended to be excluded and they were all for huge profit and highly commercialized purposes. As long as it was agricultural and/or recreational it is within the preview of the contract with the city. For county and city, it is the type of activities they want and is consistent with originally purpose.

Buffalo Ranch Park

o A quasi-public use as defined by City ordinances?

In part by City ordinance definition a QUASI-PUBLIC USE: A use or facility owned or operated exclusively by a private nonprofit religious, recreational, charitable or philanthropic institution. Such use shall have the purpose of serving the general public, and would include such uses as a church, hospital, civic or social club, museum, etc.

If the general public would like to use the fields, just as at Farmington Recreation Center they can reserve and rent them for a nominal fee. There is consideration of allowing controlled “drop-in” recreational use that has some structure to limit liability to the landowner since we do not benefit from governmental immunity such as Farmington City and Davis School District.

We aim to work with residents in Farmington and Davis County by providing recreational opportunities that would complement the recreation opportunities provided by Davis County and Farmington City.

[Municipality example of prioritizing could include how Woods Cross is currently managing their facilities through prioritizing coaches’ requests depending on their affiliations with city and profit versus non-profit – one of the seasoned non-profit clubs could elaborate their experiences].

o How much of the property (land area) will be devoted to the use?

Depending on the success of the enterprise, 8 acres under the power lines to as much as 25 acres could utilize the developed outdoor recreation uses including multipurpose playing fields. Some or all of the commercial buildings and Indoor office space would also be utilized to support the activities on the property.

o If the use requires playing fields, how many and where will they be located on site?

Currently looking to use the space under the north end of the property in the utility line power corridor and 4 fields to the west of the buildings. The current paddocks are various sizes and could be used as fields or practice areas that would number 4 – 7, depending on operators’ programs. This has been a proven successful use of the limited land by organizations such as Roy City, Clinton City, Taylorsville City and Salt Lake County. Additional multipurpose fields for varying sports would also be developed on the west side of the existing infrastructure.

Fields could be used to host soccer, lacrosse, football, rugby, ultimate frisbee, outdoor gatherings, and community events; etc.

o How many individuals will be on the property at any one time? *This would be determined by the number of fields developed and time of year. As many as 25-40 people per full size field down to 15 smaller fields during warmer months. During colder months, the numbers will be very limited. Minimum size – group of 15 to maximum group of 150 people.*

Buffalo Ranch Park

o What are the hours of operation for the use? *We are open to discussion and input on this. We do not want to be a nuisance to the neighbors. Traditionally the hours will be sunup to sundown with the busy times during the warm summer months.*

o What is the anticipated vehicle trip generation/traffic volume for the use for the entire site and how will impact the existing street network? *The traffic engineers had completed trip generation reports for weekly and Saturday peak hours for our originally scheduled hearing. A more detailed study is forthcoming. We have hired Hales Engineering to conduct a traffic study for the property. Tim Taylor and city planners have worked out with the traffic engineers the scope of which roads and pressure points they want studied for thorough answers.*

We believe this traffic study, that will cost nearly \$8,000 dollars, is above and beyond what is necessary since we've been operating a business in this location for twenty years as an established brand to no surprise of anyone moving into the area. This study is not a prerequisite to operating a business in this city and the planning staff has discretion to pull these levers. Two decades ago, we built the improvements of paved roads, sewer, culinary water, secondary water, utilities, garbage dumpster management, storm drains, infrastructure of double digit commercial buildings, housing, fencing, parking, landscaping, etc. The heavy lifting has already been done. Nonetheless, we are being thorough and conscientious of community concerns.

o Is outdoor lighting involved?

Outdoor lighting on a field is being considered but is not a foregone conclusion at this point. Once again, we want to be respectful of the neighbors and are willing to work with the city on input to the design to limit unwanted light. Technology has also greatly advanced with LED lights that are instantly on and off and have much less light bleed that can focus lights in one direction. We will work closely with the city and neighbors to keep everyone updated on this technology.

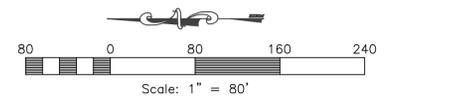
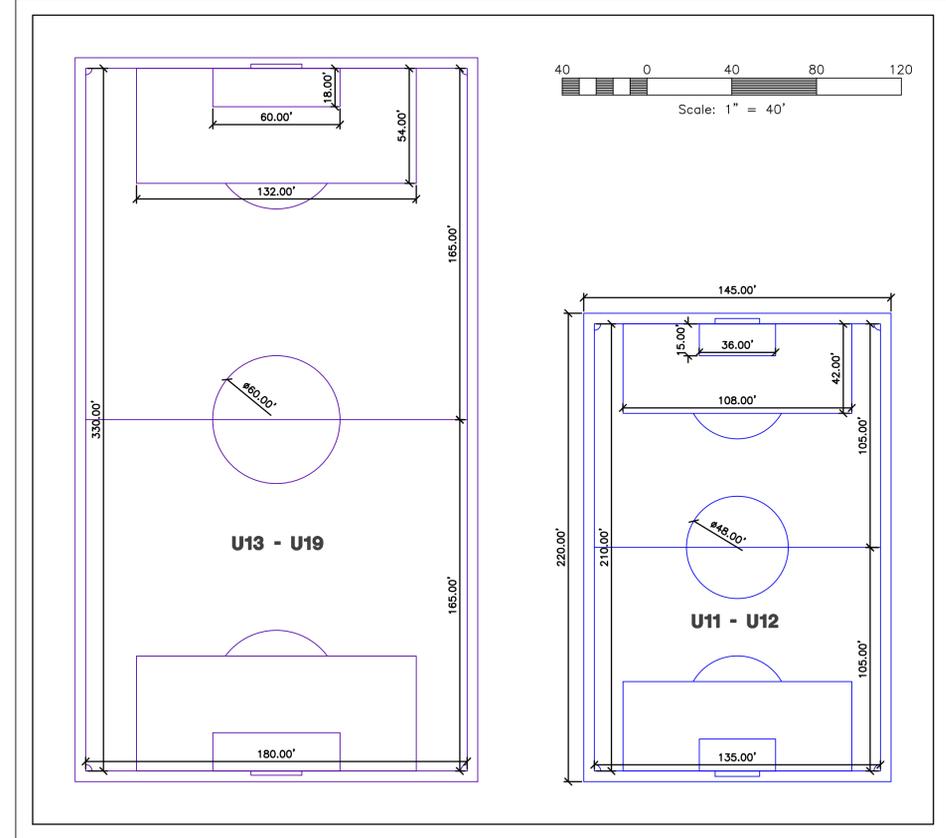
o other unanswered question as directed by the Planning Commission.

We are happy to consider and address other questions from the Commission or Mayor and City Council. We are also more than willing to have you meet with the operators considering leasing some of the facilities. They are anxious and willing to talk with Farmington City Parks and Recreation about ways to partner to expand recreation opportunities for families in the area.

o Is this requested use consistent with the conservation easement and zoning?

Yes. The conservation easement partnership we have with the city is unique to other city wide conservation easements, since we are permitted to operate a commercial equine and/or recreation enterprise for profit. This question was asked before we invested millions into this community in 2003 and also again in 2015 with the city planners about pivoting uses with pending highway record of decision. We've previously provided to each of you the staff letter in 2015 of approved uses that would be permitted, including leasing our indoor facilities to soccer, lacrosse, baseball, etc. The state district attorney of Utah also concurred with staff.

SITE DATA	
U11-U12 FIELDS:	4
U13-U19 FIELDS:	4
PARKING STALLS:	664 TOTAL STALLS PROVIDED
EX. BUILDING AREA:	70,480 S.F.
PRO. BUILDING AREA:	13,247 S.F.
LANDSCAPE AREA:	741,074 S.F.



Notice:
 THESE PLANS WERE CREATED UTILIZING COLORS FOR UTILITIES & OTHER INFRASTRUCTURE. IF PRINTED IN, OR COPIED TO BLACK & WHITE, SOME LINE WORK MAY NOT SHOW UP PROPERLY.

Project Contact:
 Nate Reeve
 Reeve & Associates, Inc.
 5160 South 1500 West
 Riverdale, Utah, 84405
 PH:(801) 621-3100

Reeve & Associates, Inc.
 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
 TEL: (801) 621-3100 www.reeve.co

LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
 TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS	DESCRIPTION

Buffalo Ranch Park Farmington
 FARMINGTON CITY, DAVIS COUNTY, UTAH

Concept Plan



Project Info.

Engineer:	J. NATE REEVE, P.E.
Drafter:	J. MEYERS
Begin Date:	NOVEMBER 2022
Name:	BUFFALO RANCH PARK FARMINGTON
Number:	6687-TBD

Buffalo Ranch

Traffic Impact Study



Farmington, Utah

November 28, 2022

UT22-2368



EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed Buffalo Ranch development located in Farmington, Utah. The development is located to the northwest of Clark Lane, just before the road curves to the south.

The purpose of this traffic impact study is to analyze traffic operations at key intersections for existing (2022) conditions with and without the proposed project and to recommend mitigation measures as needed. The weekday and Saturday evening peak hour level of service (LOS) results are shown in Table ES-1. A site plan of the project is provided in Appendix A.

Table ES-1: Peak Hour Level of Service Results

Intersection	Level of Service				
	Existing (2022)				
	Background		Plus Project		
	Weekday	Saturday	Weekday	Saturday	
1	Buffalo Ranch Access / Clark Lane	a	a	a	a
2	2045 West / Clark Lane	a	a	a	a
3	Ironside Way / Clark Lane	a	a	a	a
4	1525 West / Clark Lane	A	A	A	A

1. Intersection LOS values represent the overall intersection average for roundabout, signalized, and all-way stop-controlled (AWSC) intersections (uppercase letter) and the worst movement for all other unsignalized intersections (lowercase letter)
 2. BG = Background (without project traffic), PP = Plus Project (with project traffic)
 Source: Hales Engineering, November 2022

SUMMARY OF KEY FINDINGS & RECOMMENDATIONS

Project Conditions

- The development will consist of recreational fields
- The project is anticipated to generate approximately 500 weekday daily trips, including 8 trips in the morning peak hour, and 116 trips in the evening peak hour.
- The project is anticipated to generate approximately 2,836 Saturday daily trips, including 339 peak hour trips.
- With no observed queuing and low traffic volumes on Clark Lane, no auxiliary lanes are recommended at the Buffalo Ranch Access.
- With different peak times, it is anticipated that peak project traffic will not interfere with peak traffic from the nearby Eagle Bay Elementary School

2022	Background	Plus Project
Findings	• Acceptable LOS	• Acceptable LOS
Mitigations	• None	• None

**Trip Generation (Soccer)
Farmington - Spencer Plummer Project TGS**

Land Use ¹	# of Units	Unit Type	Trip Generation			New Trips		
			Total	% In	% Out	In	Out	Total
Weekday Daily								
Soccer Complex (488)	7	Fields	500	50%	50%	250	250	500
TOTAL			500			250	250	500
AM Peak Hour								
Soccer Complex (488)	7	Fields	8	61%	39%	5	3	8
TOTAL			8			5	3	8
PM Peak Hour								
Soccer Complex (488)	7	Fields	116	66%	34%	77	39	116
TOTAL			116			77	39	116

1. Land Use Code from the Institute of Transportation Engineers (ITE) *Trip Generation*, 11th Edition, 2021.

SOURCE: Hales Engineering, October 2022

**Trip Generation (Soccer - Saturday)
Farmington - Spencer Plummer Project TGS**

Land Use ¹	# of Units	Unit Type	Trip Generation			New Trips		
			Total	% In	% Out	In	Out	Total
Saturday Daily								
Soccer Complex (488)	7	Fields	2,836	50%	50%	1,418	1,418	2,836
TOTAL			2,836			1,418	1,418	2,836
Saturday Peak Hour								
Soccer Complex (488)	7	Fields	339	48%	52%	163	176	339
TOTAL			339			163	176	339

1. Land Use Code from the Institute of Transportation Engineers (ITE) *Trip Generation*, 11th Edition, 2021.
SOURCE: Hales Engineering, October 2022

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)

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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]

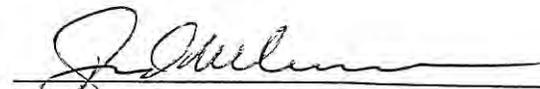
IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first above written.

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

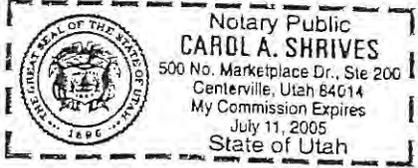


GRANTOR'S ACKNOWLEDGMENT

STATE OF UTAH)
)
COUNTY OF Davis)

E 1893293 B 3341 P 1704

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.

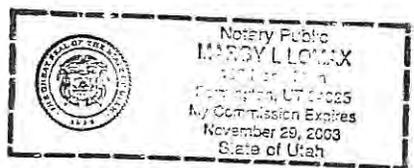


Carol A. Shrives
Notary Public

GRANTEE'S ACKNOWLEDGMENT

STATE OF UTAH)
)
COUNTY OF Davis)

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.

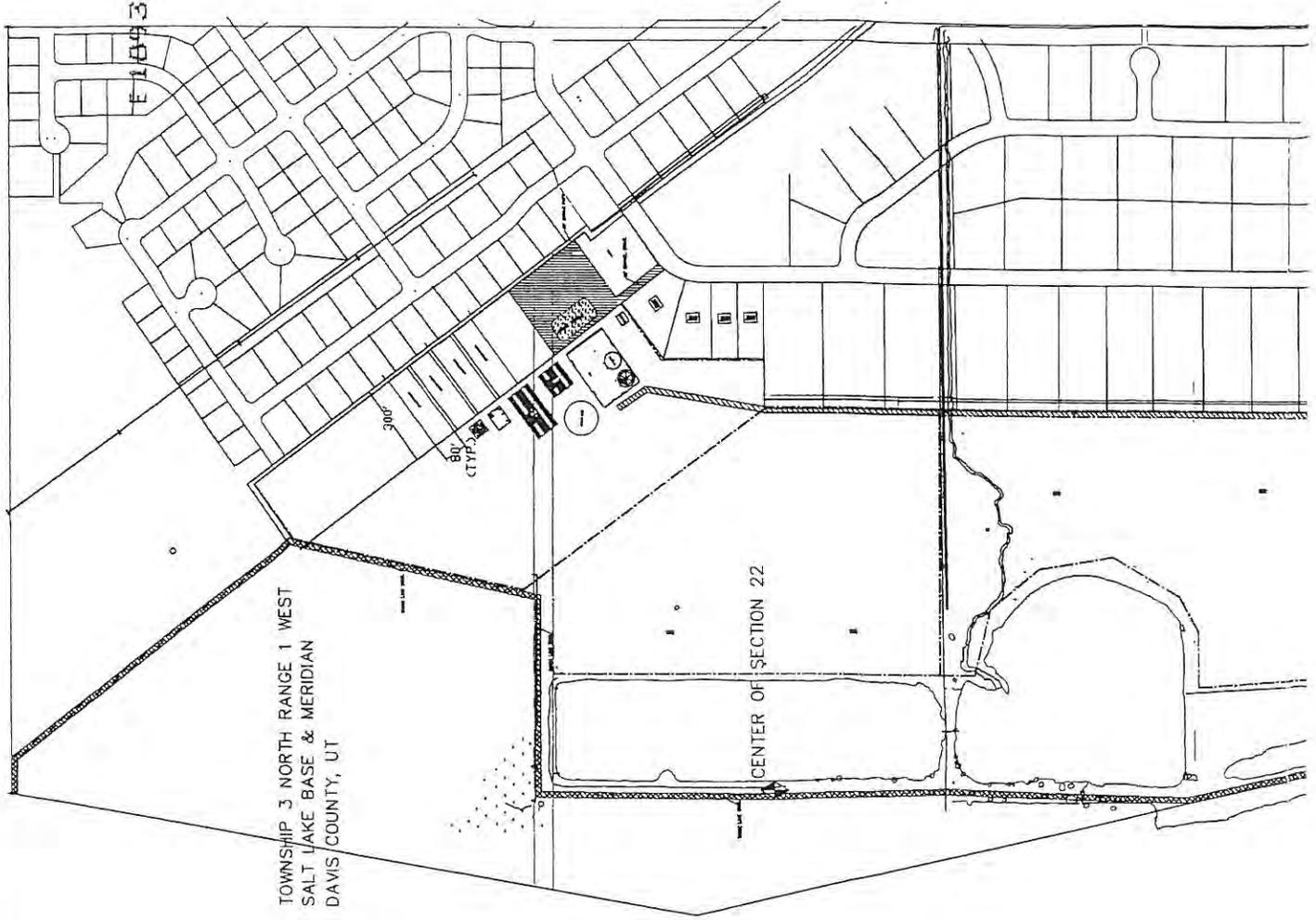
- 08-069-0001
- 08-069-0002
- 08-069-0003
- 08-069-0004, 0005
- 08-069-0011
- 08-070-0002
- 08-083-0003, 0004

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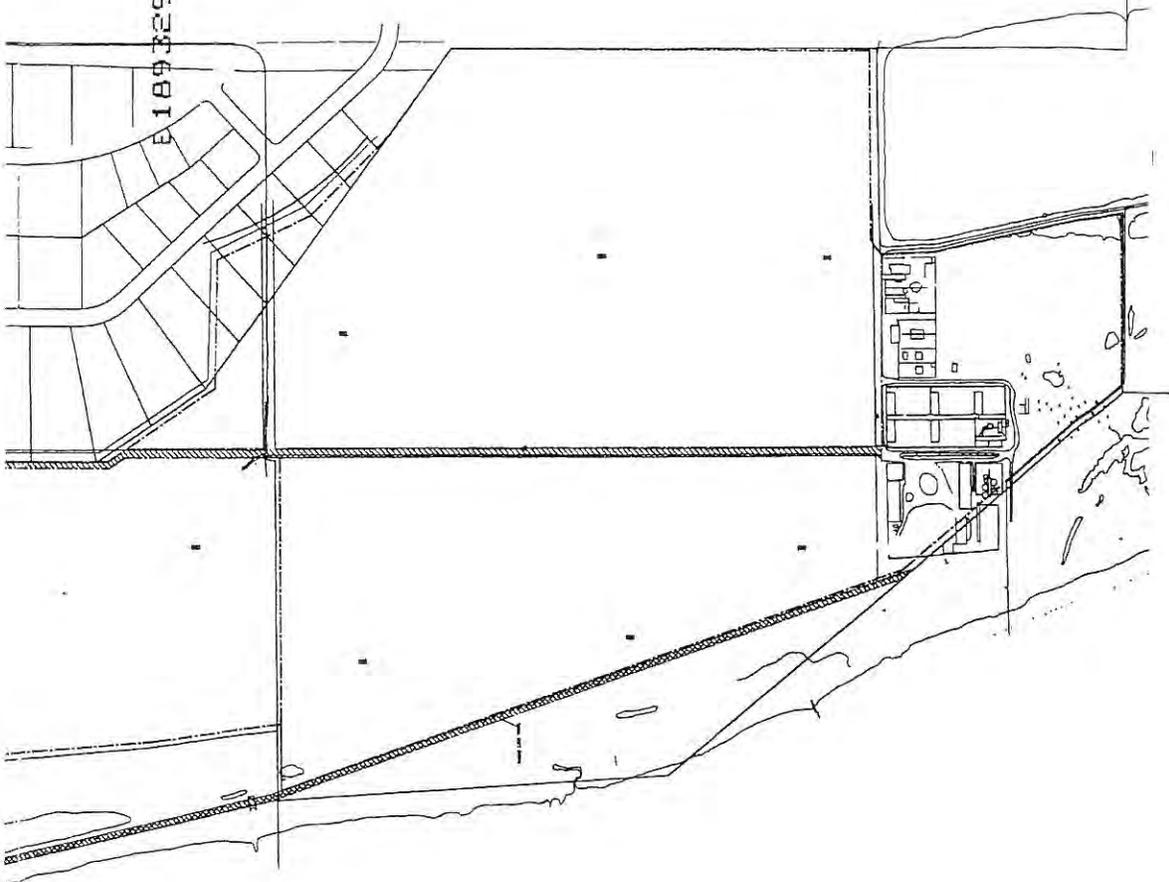
EXHIBIT "B"

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	DATE
F	04/09/03
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 December 8, 2022

Item 7: Lagoon Zone Change and Electronic Message Sign Area

Public Hearing: Yes
Application No.: Z-12-22
Property Address: Approx. 1050 S. Frontage Rd.
General Plan Designation: I-15 and US 89 and Legacy
Zoning Designation: A (Agricultural)
Area: 0.9 Acres
Number of Lots: 1
Property Owner: DavKris Investments LC
Agent: Dustin Allen

Request: *Applicant is requesting a recommendation for a Zone Change for C (Commercial) and inclusion within the City's Electronic Message Sign Area designation.*

Background Information

Lagoon applied to rezone property at approximately 1050 South Frontage Road to enable the relocation of its billboard currently at the SE corner of 1470 S and the Frontage Rd., and another request to include that parcel within the City's electronic message sign area. UDOT is now constructing flyovers/overpasses in south Farmington which will provide system to system connections to the WDC (West Davis Corridor) to I-15 and the Legacy Parkway, and vice versa. Lagoon's enclosed information states: "the requested zoning change will allow for Lagoon to provide a location to relocate their obsolete, unviewable ground sign [billboard]".

The Planning Commission standard of review for zone changes is provided in Section 11-6-020 D of the Zoning Ordinance: "1) is the proposed amendment reasonably necessary; 2) is the proposed amendment in the public interest; and 3) is the proposed amendment consistent with the city general plan and in harmony with the objectives and purpose of this title".

Alternative Motions

- A. Move that the Planning Commission recommend the City Council not approve the applicant's request.

Findings:

1. Lagoon’s request is not consistent with the Farmington City General Plan. The property is planned for “I-15 and US 89 and Legacy Parkway”.
2. The Lagoon Billboard request may negatively impact the viewshed of several residential properties.
3. The proposed location is very visible to Northbound traffic on the Frontage Road and may be more distracting than the existing location.
4. Approving the zone change would enable the relocation of the billboard under state law from its current location to the proposed location, without reference to City code requirements, which may include:
 - a. Local scenic by-way laws;
 - b. Height restrictions;
 - c. Dimensional restrictions;
 - d. Non-conforming use standards; and
 - e. Prohibitions against off-premise electronic message signs.and without reference to State code requirements, if applicable, which may include:
 - f. State scenic by-way laws; and
 - g. If the sole purpose for a zone change is to enable the relocation of billboard.
5. Trees and riparian habitat along Davis Creek could be negatively impacted by construction of a billboard at the requested location.
6. Several years ago, the City approved a commercial zone designation for approximately 3.39 acres of property in the triangle shaped area bounded by Glovers Lane, the Frontage Rd., and I-15. This includes most, but not all the developable land within this area. The City did so without a commercial development proposal as to what may occur at this site. Now, Lagoon is proposing that the City rezone an additional 0.59 acres (give or take) to C (Commercial)—the billboard will occupy some of this site but the remainder (approx. 0.5 of the 0.59 acres) if zoned to a C designation will expand the overall commercial zone size (presently at 3.39 acres) without a specific proposal or a clear concept as to what may occur for Lagoon’s property specifically, or the entire 3.98-acre location. This is inconsistent with current City practices regarding zone changes and will grant entitlements prematurely.

- OR -

- B. Move that the Planning Commission recommend the City Council table the applicant’s request.

Reasons (if any):

[To be established by the Commission]

- OR -

- C. Move that the Planning Commission recommend the City Council approve the applicant's request [*subject to conditions, if any, that the Commission may add at the meeting*].

[Staff note: approval of the requested zone change and expansion of the electronic message sign area does not violate City code, so the Commission may make a recommendation of approval consistent with our code. However, the Commission should be aware that approval of these requests for legislative action will allow the applicant to establish any use set forth in the C zone, and also will allow them to move their billboard from its present location to the subject property. In the case of the billboard, the owner must follow State requirements, but is otherwise allowed to relocate the billboard without municipal land use approval, as outlined in Utah Code Ann. § 10-9a-513(2).]

Findings:

[To be established by the Commission]

- OR -

- D. Other

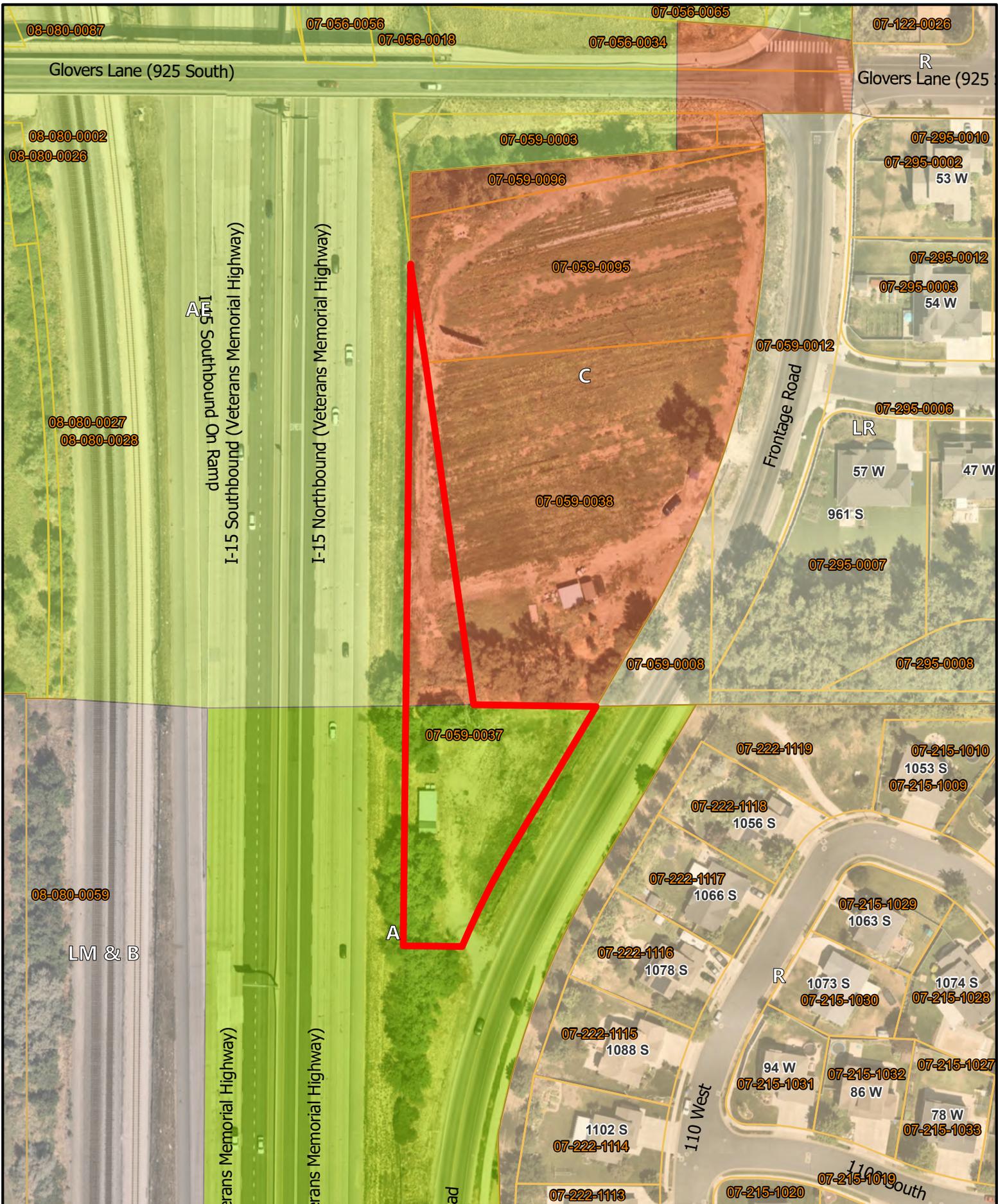
Supplemental Information

1. Lagoon Billboard Request Summary, December 8, 2022
2. Vicinity/Zoning Map
3. Information provided by the applicant.

LAGOON BILLBOARD REQUEST SUMMARY

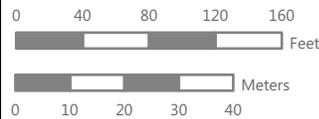
December 8, 2022

Regulatory Authority/Issue	Only if City rezones the property to Commercial or Industrial
State Government	
Height	65 feet
Fully visible	No
Visual impacts to residential properties	Yes
Visual impacts to the local passerby	Yes
Would a billboard comply with State Scenic byway laws? *	?
Would a billboard comply with the state law that prevents its relocation if the sole purpose of the zone change is for such?	?
If the property is zoned Commercial or Industrial will Farmington laws matter to the State?	No
Farmington City Ordinances	
Would a billboard here violate the City's Scenic-by-way overlay zone? *	Yes
Is digital off premise signage possible?	No
Is a billboard an allowed use in the C (or A) zones?	No
Would a billboard violate non-conforming use standards?	Yes
Would a billboard violate ground sign area and height standards in the C zone?	Yes
Federal Government	
Would a billboard comply with Wetland Regulations?	?
* Note: The Legacy Parkway, adjacent to I-15, is a designated Scenic Byway.	



VICINITY MAP

Lagoon Rezone



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.

3. For what reason(s) do you request the zone change? A separate sheet may be attached if necessary.

According to existing zoning boundaries as found on the Farmington City zoning overlay map, the property (Parcel ID 070590037) is split between Commercial (C) zone on the north portion of the property – matching adjacent properties in the area – and Agricultural (A) zone on the south portion of the property – typically a holding place zone. Lagoon is requesting that the zone boundary for the Commercial (C) zone be changed to apply to and include the entire property for conformity and continuity of adjacent similar properties and for commercial opportunities.

Regarding commercial opportunities, Lagoon would like to provide the space for possible seasonal fruit/produce vendor stands. The current lessee of the property could make use of this area in that capacity. A commercial zone would permit for these stands to sale produce grown off premises. Lagoon has no intention to develop any residential (either single-family or multiple-family) on the premises.

Additionally, the requested zoning change will allow for Lagoon to provide a location to relocate their obsolete, unviewable ground sign. Lagoon currently owns a double-sided vinyl billboard located within the city limits at 147 W 1470 S (the corner of 1470 S and the Frontage Rd). Previously, Lagoon moved this billboard to this location as a favor to Farmington City to facilitate the city building a park on the north side of 1470 S. UDOT is currently building an overpass in this area for the West Davis Corridor expansion that will require seizing part of the property that this billboard now sits upon and completely obstructing the view of the billboard from the I-15 freeway. Lagoon and UDOT have met numerous times to discuss the options of restitution for eliminating the effective business advertisement of this billboard. Lagoon has also met with different Farmington City officials, including Mayor Anderson, to discuss the best possible outcome for restitution. With the advice of both Farmington City and UDOT, Lagoon is proposing to place a viable replacement sign on the existing Lagoon-owned property located on the Frontage Rd roughly 0.47 miles north of the current billboard property. UDOT officials have told Lagoon that they are in favor of this proposal.

Lagoon is requesting to place an Electronic Message Sign on the property (Parcel ID 070590037). This property is not located within the codified Electronic Message Sign Area (See 15-5-060 exhibit A). Lagoon is requesting that the Electronic Message Sign Area be expanded to include this property to allow for an Electronic Message Sign. There are several reasons that an Electronic Message Sign is preferable to a typical vinyl billboard.

1. Traditional vinyl billboards are illuminated by high wattage flood lights. Because the vinyl surface is reflective, that combination has the potential to create significant light spill (pollution) in surrounding areas. In addition to the V-shaped structure we are proposing, LED technology used in messages centers has off-axis viewing falloff. For example, your computer monitor or TV screen becomes more and more difficult to see the further you rotate away from the face. This falloff eliminates a great deal of light spill in surrounding areas.
2. Unlike traditional flood-lit billboards, message centers are auto dimming. Meaning that the lower the ambient light, the dimmer the display becomes.
3. Farmington City already has established permitted hours of operation for message centers. The Lagoon message center will not be operational during the later evening hours, again, unlike a traditional vinyl billboard.
4. Lagoon will show only static images. No motion and no video.

5. Lagoon will only advertise for Lagoon, a historic 136 year Farmington and Utah destination. We will not rent space to other advertisers.
6. Lagoon is willing to promote any Farmington City emergency, civic, Parks & Rec, arts, or historic event on any of our message centers - this billboard will be no different.

A ground sign is a permitted use in the C zoning district, but an Electronic Message Sign requires a conditional use review by the Planning Commission. The off-premises sign meets the specifications required from FCC 15-4-030 in that the sign can be programmed to turn off on a schedule and can dim according to set specifications and/or ambient light conditions (see provided documentation from the sign company). Additionally, Lagoon has proven to be responsible neighbors in providing an attractive and non-distractive environment with the two current Electronic Message Signs currently operated on premises. Also, trees are shown in the site plan to help shield any ambient light from residents across the frontage road (see attached landscaping plan).

The lot frontage is 269 ft, meeting the standard frontage requirements from FCC 15-5-040. Each of the two sides of the Electronic Message Sign component is 48 ft. x 14 ft. in size (672 sq. ft.). This dimension matches the current obsolete double-sided vinyl billboard. The sign is v-shaped with a center pole design with a total height of 64 ft (see attached sign drawing). Both sides face the I-15 highway; angled away from properties located to the east of the frontage road. The setback from the frontage road is 20 ft. The height and setback location are dictated by the view angle study conducted by UDOT. The location as specified allows for the planned expansion of I-15 to the east. The location also allows for the required distance (>300 ft) between billboard signs from the billboard sign located north of the property. With this location in mind, UDOT (via Horrocks Engineers) provided the attached images to show the effective viewing angle of the easternmost lanes of northbound I-15. Of note, the height shown in the title of images is from the ground to the base of the billboard. At 45' to the base of the sign, roughly half of the Electronic Message Sign is not seen. At 50' (a total height of 64'), three-quarters of the Electronic Message Sign may be seen.



City of Farmington
160 South Main St.
Farmington, UT 84025

August 24, 2022

To Whom it My Concern:

The purpose of this letter is to certify that all Next LED Electronic Message Centers conform with Ordinance **15-4-030: Electronic Message Signs**. Each unit comes standard with automatic dimming technology (C.) and a light sensor that adjusts overall display brightness based on ambient light conditions. Maximum light values will be pre-configured to meet city specific requirements of a maximum 0.3 foot candles difference vs. the ambient light readings (B.). The signs will be regulated so as not to exceed 15% of full brightness at night or 85% during the day (C.).

Furthermore, Next LED displays are equipped with a remote software override feature so that a display can be dimmed in the case that sign hardware is compromised or experiences a failure.

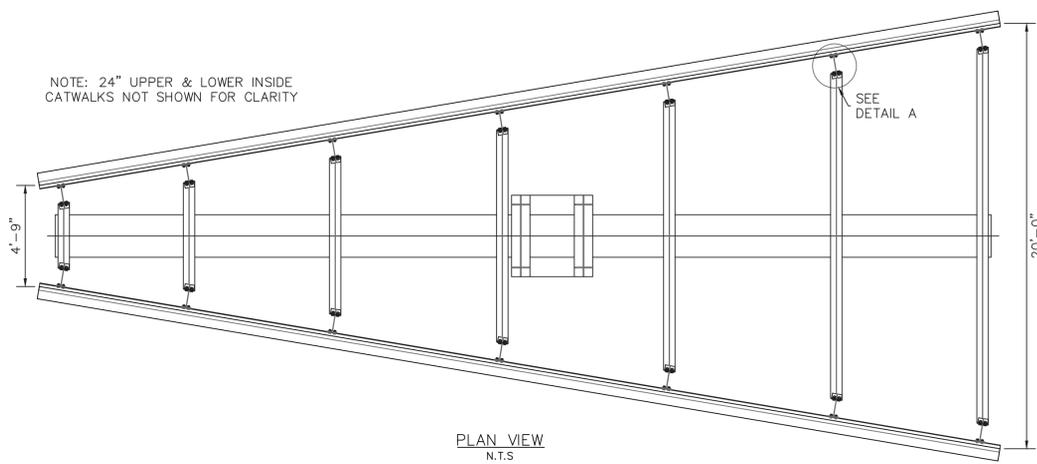
The LED pixels on Next LED displays are shielded by matte-black plastic louvers which diffuse and focus light emittance.

Next LED Signs are controlled with a cloud-based software platform that allows the operator full management over the following functions:

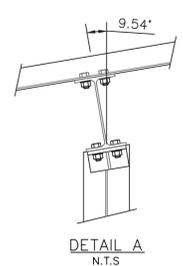
- (D.) Minimum Hold Time: Message hold times can be scheduled to be no less than three (3) seconds.
- (E.) Images: Transitioning or dissolving of images can be programmed in the exact range of 1-1.5 seconds.
- (F.) Color LED: Images are of full color RGB LED.
- (G.) Traveling Messages: User has full control to schedule static messages.
- (H.) Prohibited Hours: User has full control to schedule hours in which no messages are displayed on the sign.

Thank you for your time,

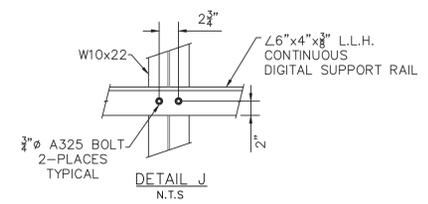
Luke Luttrell
Chief Technology Officer



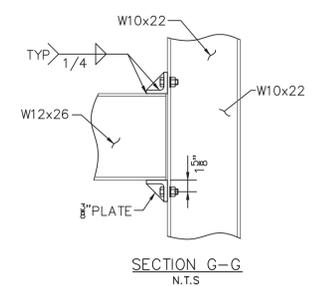
PLAN VIEW
N.T.S.



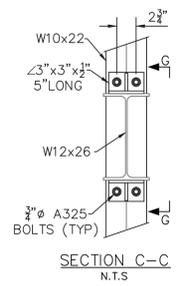
DETAIL A
N.T.S.



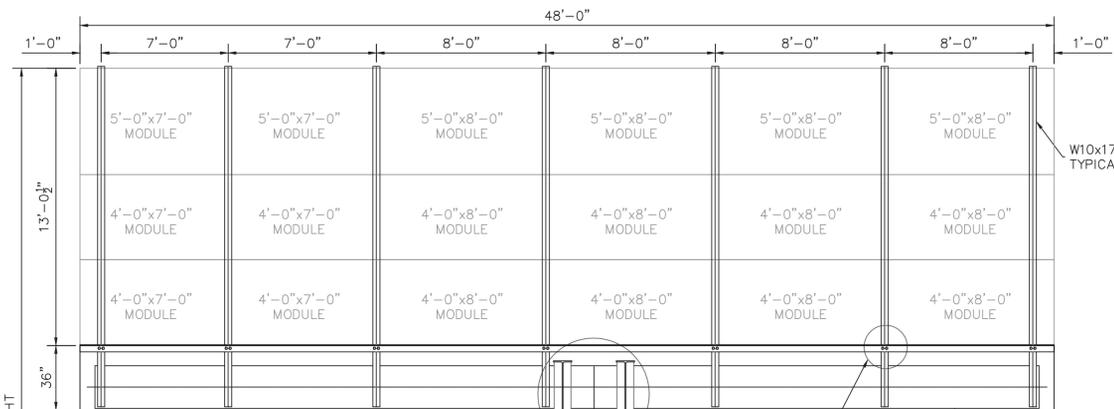
DETAIL J
N.T.S.



SECTION G-G
N.T.S.

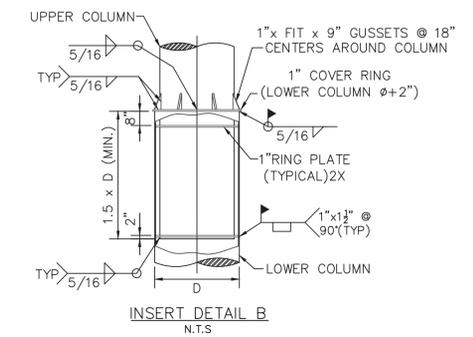


SECTION C-C
N.T.S.

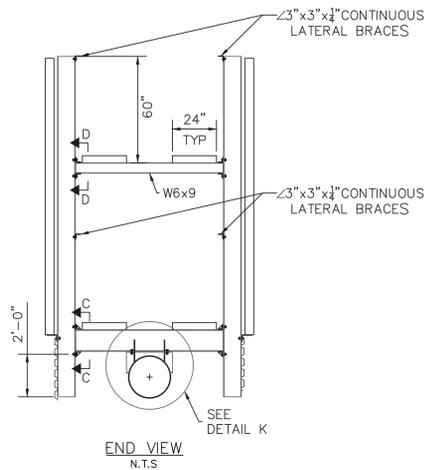


SEE DETAIL B

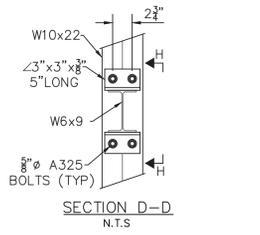
SEE DETAIL J



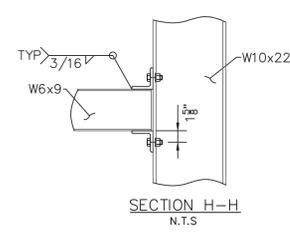
INSERT DETAIL B
N.T.S.



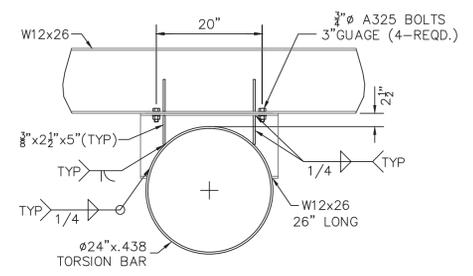
END VIEW
N.T.S.



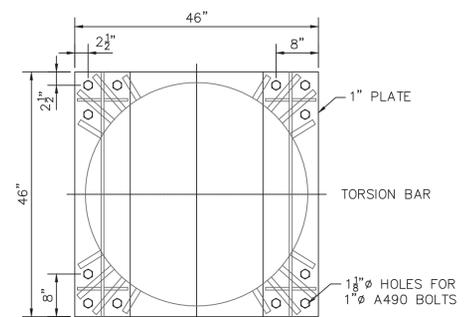
SECTION D-D
N.T.S.



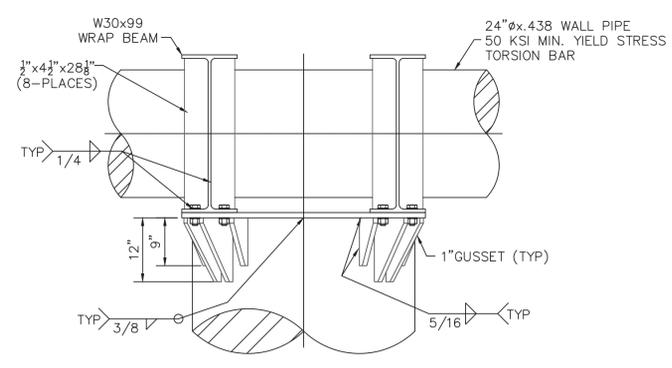
SECTION H-H
N.T.S.



CUT HOLE IN SADDLE BEAM, SLEEVE TORSION BAR THROUGH AND WELD ALL AROUND
DETAIL K
N.T.S.

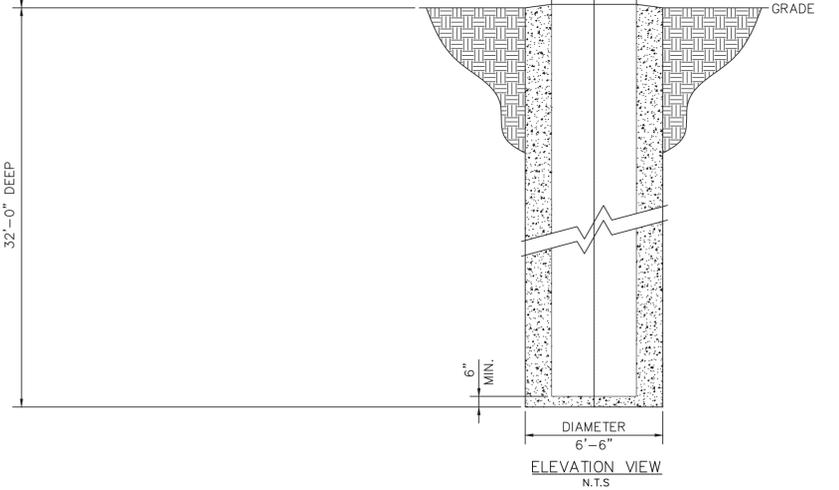


DETAIL B
N.T.S.

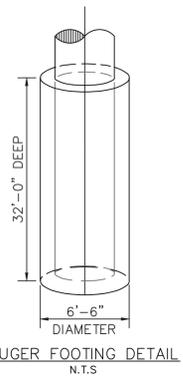


CUT HOLE IN WRAP BEAM, SLEEVE TORSION BAR THROUGH AND WELD 1/4 FILLET ALL AROUND
DETAIL B
N.T.S.

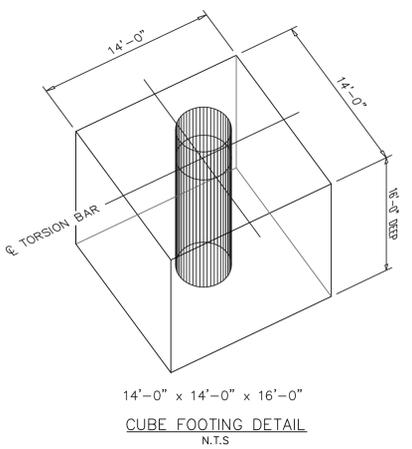
THIS STRUCTURE AS DESIGNED IS CAPABLE OF SUPPORTING UP TO TWO (2) DIGITAL UNITS WEIGHING APPROXIMATELY 7,800# EACH.



ELEVATION VIEW
N.T.S.



AUGER FOOTING DETAIL
N.T.S.



CUBE FOOTING DETAIL
N.T.S.

- GENERAL NOTES:**
- All design, detailing, fabricating and construction shall conform to the following codes and specifications:
 - The International Building Code (2018 Edition)
 - American Society of Testing and Materials (ASTM) specifications.
 - Building Code Requirements for Reinforced Concrete (ACI 318—(Current Edition))
 - Code for Welding in Building Construction of the American Welding Society (AWS) (Current Edition).
 - Specification for the Design, Fabrication and Erection of Structural Steel for Buildings by The American Institute of Steel Construction (AISC) (Current Edition)
 - Concrete shall be $f'_c=2500$ P.S.I. @ 28 days Compressive Strength, Standard Weight (150 P.C.F.)
 - Reinforcing Steel (if required) shall be ASTM A-615 Grade 60.
 - All reinforcing steel shall be free from mud, oil, rust or coatings that would reduce or destroy bond.
 - All reinforcing bars shall lap 30 diameters minimum, except as noted.
 - Minimum concrete cover on ties, stirrups and main bars shall be 3/4 inch for slab, wall and surfaces not exposed to weather or in contact with ground; 3 inches for unformed surfaces deposited against the ground except as noted.
 - Structural Material Specifications
 - Structural Steel and Plates shall be A-36
 - W-Shape beams shall be (F_y=50 ksi) Minimum
 - Structural tubing shall be ASTM A-500, Grade B, (F_y=46 ksi)
 - Structural piping shall be ASTM A-53, Grade B, Type E or S, (F_y=35 ksi), ASTM A572 Grade 42 (F_y=42 ksi) or ASTM A572 Grade 50 (F_y=50 ksi), unless otherwise noted. (see drawing for individual member specifications).
 - Anchor Bolts (if required) shall be ASTM F-1554 Grade 36, unless otherwise noted.
 - High strength bolts for connections shall be ASTM A-325, unless otherwise noted.
 - Welding electrodes shall comply with AWS D1.1—(Current Edition), E70xx.
 - Design Wind Speed= 150 MPH (I.B.C.) Equivalent Wind Load= 51.80 PSF @ 64'-0" above the ground. (3 Sec Wind Gusts.) Exposure "C" I_p=1.0 G=0.85
 - Soil Bearing Capacity Requirements:
 - Spread Footings shall be --- P.S.F.
 - Cube or Auger Footing: Minimum Lateral Soil Bearing Capacity shall be (200 P_f * 2)=400 P.S.F. per foot of depth. (times two increase per Section 1806.3.4)
 - Contractor shall verify all dimensions and conditions in the field before erection and notify the Engineer of any discrepancies.
 - Splicing of pipes having an equal diameter, wall and yield is permitted. A full penetration weld all around (per AWS D1.1) shall be used and must be performed by a certified welder. Splices shall not be: within one half of the foundation depth below grade, within 10' above grade or within 10' above telescoping splices. Unless noted otherwise.
 - The structure shown, as designed, is capable of supporting up to two (2) digital units weighing approximately 7,800# each.

NOTICE:
This drawing is for permit procurement purposes only and is for the sole use of T.E.S. and its designees. Unauthorized use is strictly prohibited.

Selective Structures, LLC
811 East Avenue
Athens, TN 37303

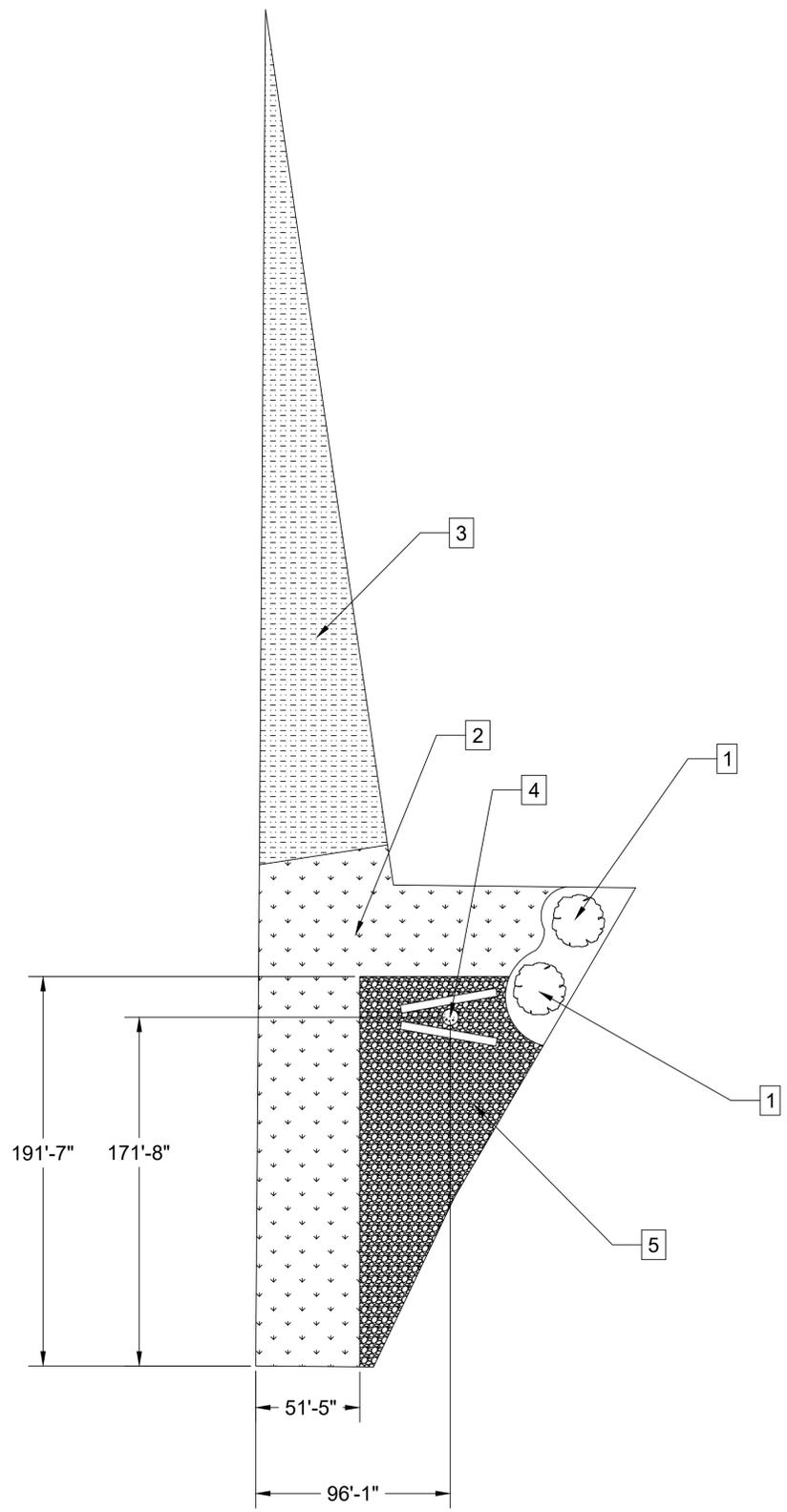
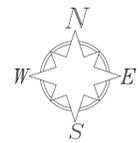
DESCRIPTION:
13'-0" x 46'-0" CM, 20'V @ 64'-0" O.A.H.
w/Up to Two (2) 7,800# Digital Units
Location: 375 N. Lagoon Dr.
Farmington, UT 84025

T.E.S.
THOMPSON ENGINEERING SERVICES, LLC
P.O. BOX 1500, ENGLEWOOD, TN 37329
PHONE: (423)781-7336 FAX: (423)781-7337

REVISIONS:	
R1-	
DRAWN BY:	TGS
DATE:	6/1/22
SELECTIVE#	Permitting
SCALE:	1/4"=1'-0"
PROJ.#	125122
DWG.#	ED-10589
SHEET#	1 OF 1

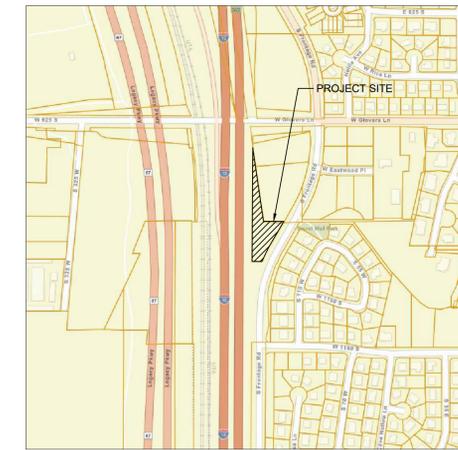
CARL E. THOMPSON, JR., P.E.





REVISION HISTORY			
REV	DESCRIPTION	DATE	APPROVED
--	--	--	--

LANDSCAPING LEGEND				
ITEM	QTY	SIZE	SYMBOL	COMMON NAME
1	2	3"		EMERALD QUEEN MAPLE
2	--	--		NATURAL GRASS AND WILDFLOWER MIX
3	--	--		FIELD/NATURAL
4	1	--		BILLBOARD SIGN FOUNDATION
5	--	--		GRAVEL



VICINITY MAP
(NOT TO SCALE)

NOTES:
1. IRRIGATION WATER SYSTEM TO BE AUTOMATIC PER LAGOON DESIGN.

DRAWN B. BUHLER	5/20/2022	LAGOON CORPORATION
CHECKED D. ALLEN	5/23/2022	
APPROVED D. ALLEN	5/23/2022	
TITLE LANDSCAPING PLAN - BILLBOARD SIGN PROPERTY		
<small>Dimensions and Elevations: Fractional Decimal Angles 1/16" 0.0000" 0.0000°</small>		<small>THIS DRAWING IS THE PROPERTY OF LAGOON CORPORATION WHO RESERVE ALL RIGHTS IN THIS DRAWING AND THE DESIGN HEREIN DESCRIBED. THIS COPY IS LOANED SUBJECT TO THE AGREEMENT AND CONDITION THAT IT IS TO BE SUBJECT MATTER IS NOT TO BE REPRODUCED, COPIED, OR IN ANY MANNER, IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF LAGOON CORPORATION. ACCEPTANCE OF THIS COPY WILL BE CONSIDERED AS THE ACCEPTANCE OF THE FOREGOING CONDITIONS.</small>
SIZE D	OWG NO 500093	REV --
SCALE 1" = 40'		

D:\1\2018\UT-1381-1608 West Davis Highway - GIS ONLY\Project Data\GIS\Horrocks\Proj\Billboard\Scenario\Ben_Working.mxd, 1/24/2022 11:55 AM, hants



HORROCKS
ENGINEERS

2162 West Grove Parkway
Suite #400
Pleasant Grove, UT
(801) 763-5100

45' High Billboard

900' Distance

DATE	1/24/2022
DRAWN	
Figure 1	

D:\1\2018\UT-1381-1608 West Davis Highway - GIS ONLY\Project Data\GIS\Horrocks\Proj\Billboard\Scenario\Ben_Working.mxd, 1/24/2022 11:58 AM, hants



HORROCKS
ENGINEERS

2162 West Grove Parkway
Suite #400
Pleasant Grove, UT
(801) 763-5100

50' High Billboard

900' Distance

DATE
1/24/2022

DRAWN

Figure 1



Planning Commission Staff Report December 8, 2022

Item 8: Hess Farms Subdivision – Schematic Subdivision Plan and Zone Change

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: A (Agricultural)
 Area: 10 Acres
 Number of Lots: 2
 Property Owner: Wright Development Group (WDG Park Lane, LLC)
 Agent: Thomas Hunt and Logan Johnson

Request: *Applicant is requesting a recommendation for Schematic Subdivision and a Zone Change for the Hess Farms Subdivision*

Background Information

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)	o East side of Lagoon Dr rezoned to R	PC	Rec.
	o West side of Lagoon Dr rezoned to CMU		1/10/19
	o Land adjacent to SR 106 remains LR	CC	Approved
	o Arrange a TDR to transfer residential density from the west to the east		2/5/19
	o Schematic Plan Approved		

East Park Lane Phase II Subdivision (S-26-18)	<ul style="list-style-type: none"> ○ Preliminary Plat Approved for 2 lots W of Lagoon Dr ○ Final Plat Approved for 2 lots W of Lagoon Dr 	PC PC	4/18/19 2/20/20
The Rose PUD (S-12-20)	<ul style="list-style-type: none"> ○ Final Plat for 49 single-family lots approved by the PC 	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 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.

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.

Suggested Motion

Move that the Planning Commission recommend approval of the rezone subject to the provided Development Agreement and that the Planning Commission recommend approval of the schematic subdivision plan with the following condition:

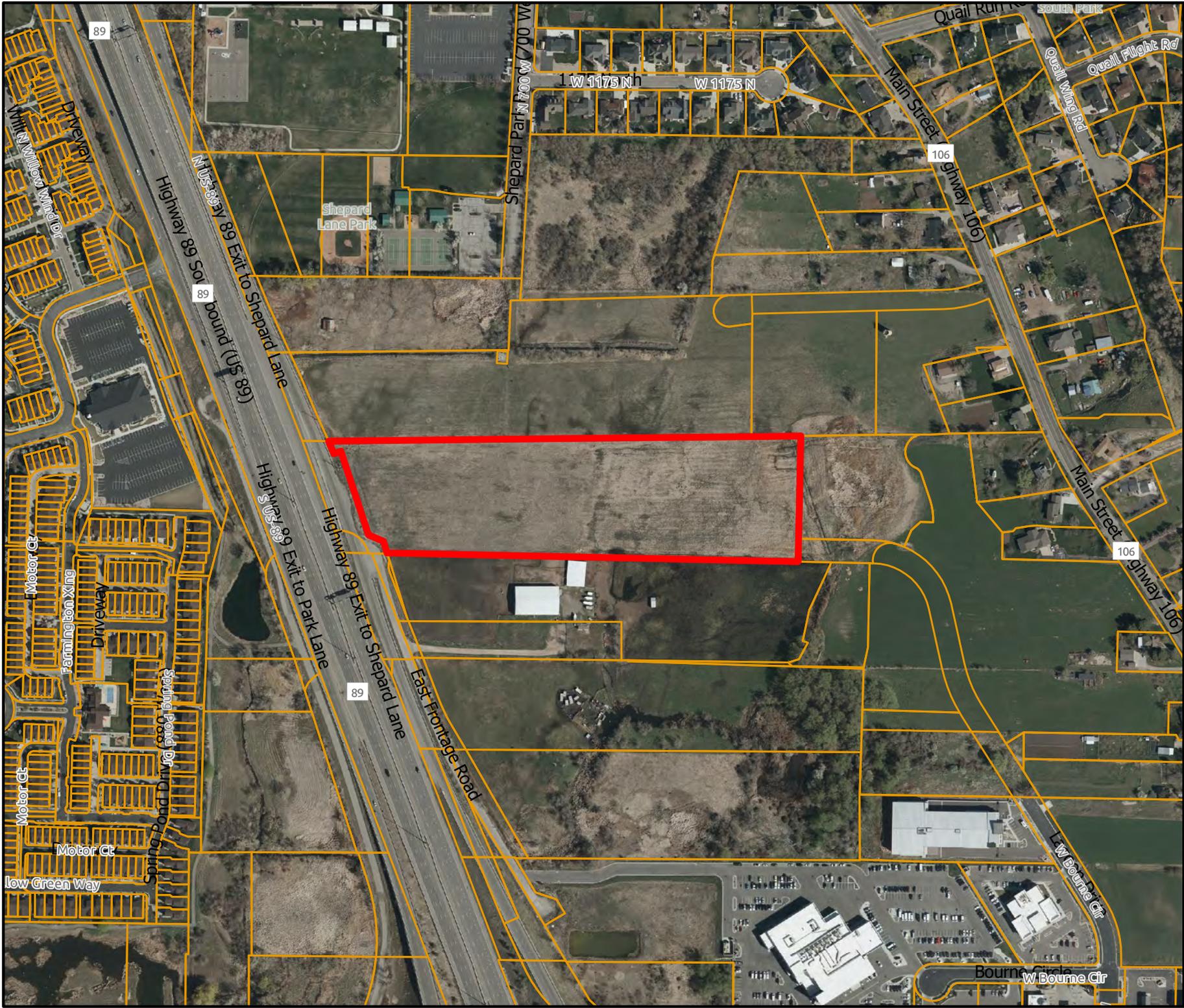
- The development agreement be amended to include a provision which requires a deed restriction on the moderate income housing units to ensure they are available to contribute towards moderate income housing stock.

Findings for Approval:

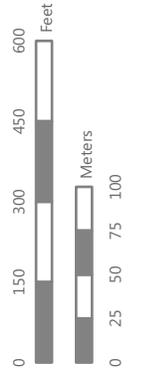
1. The requested zoning follows the applicable General Plan Designation.
2. The schematic subdivision plan with the assurances of the provided development agreement create a development that is consistent with the East Park Lane small area plan and the requested CMU zoning district.
3. While the project does include units intended to offer housing for moderate income households, the included condition assures compliance with FCC 11-19-035.

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. Prior Meeting Minutes

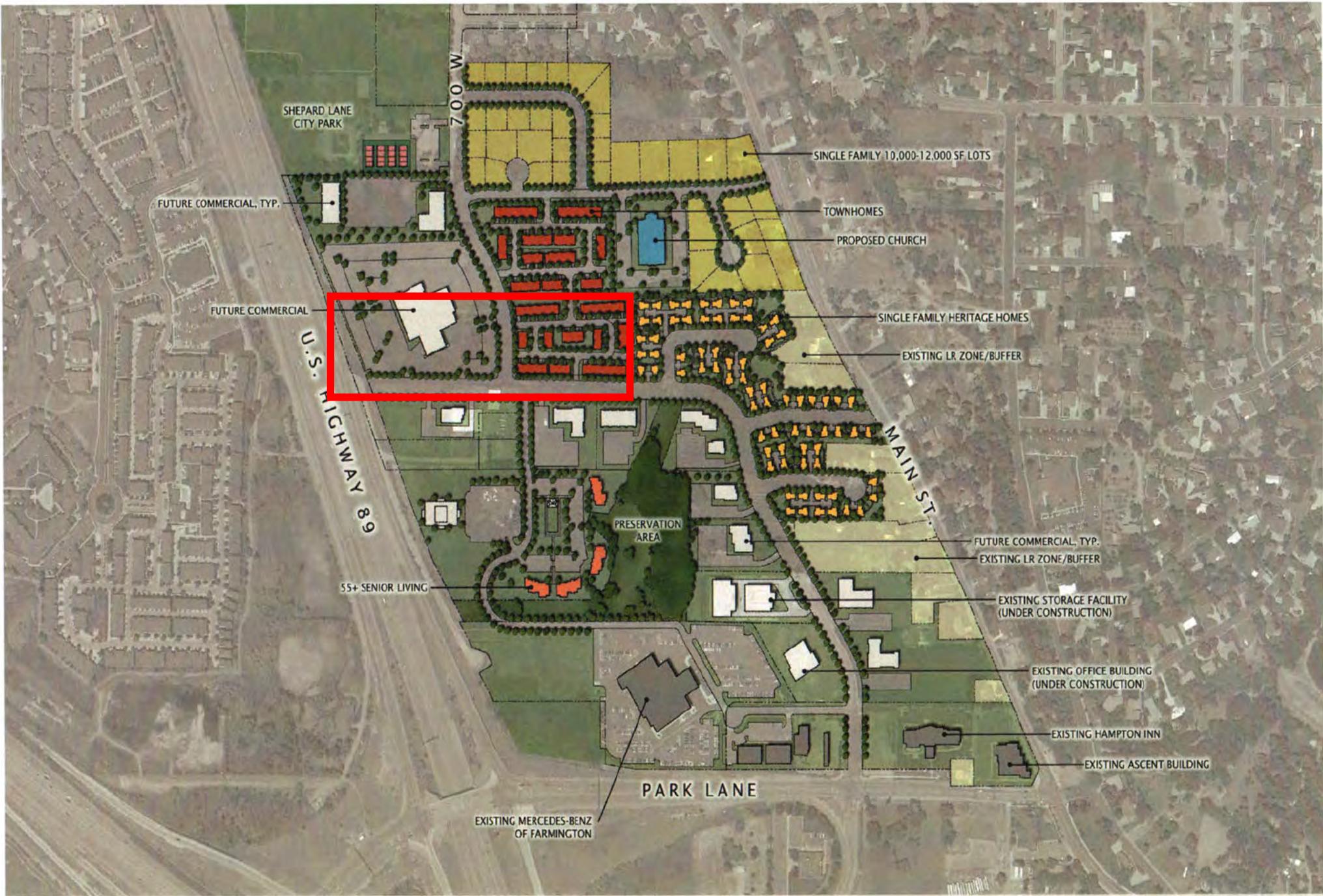


Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.



VICINITY MAP
Hess Farms Subdivision





small area master plan (uses) East Park Lane



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

DEVELOPMENT AGREEMENT
FOR THE
HESS FARMS SUBDIVISION

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2022, 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:

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

2. **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.

3. **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.

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

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

b) **Lagoon Drive Connection.** Developer shall be responsible to construct a connection between the Project and existing Lagoon Drive to the East of the Property, 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 (31st) 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.

c) **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.

d) **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.

e) Private Road Connection to 700 West. Developer and the abutting property owner to the North have agreed upon the construction of a private road that connects to the East side of 700 West and the private road serving the residential development on the Project, 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. The private drive connection to 700 West shall be constructed and approved by the City prior the occupancy of the thirty-first (31st) residential unit. The City may reject or hold occupancy to any remaining units until that connection is constructed as provided in this Agreement.

f) 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.

g) 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.

5. **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 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.

6. **Minimum Lot Standards.**

a) **Density.** The maximum number of residential units in the Project is sixty-two (62) units.

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

c) **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.”

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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. The association shall either be created for this Property, or it shall be absorbed by another Association. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by the association. The City shall have no maintenance responsibility in relation to the property owned by the association and shall only plow and maintain public roads that are designated as public on the plat. This section survives termination under Subsection 20(b) of this Agreement, unless specifically terminated in writing.

13. **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.

14. **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: _____
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

15. 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:

- a) 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.
- b) The right to draw upon any security posted or provided in connection with the Project.
- c) The right to terminate this Agreement.

16. 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.

17. 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.

18. 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.

19. Termination.

a) 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.

b) 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 5 and 6 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.

20. 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.

21. General Terms and Conditions.

a) **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.

b) **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.

c) **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.

d) 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.

e) 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.

f) 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.

g) 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.

h) 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.

i) 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.

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

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

l) 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.

m) 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

Print Name & Office

Signature

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 2022, personally appeared before me, _____, who being by me duly sworn, did say that they are the _____ 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.

Notary Public

FARMINGTON CITY

By _____
Brett Anderson, Mayor

Attest:

DeAnn Carlile
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____, 2022, 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

EXHIBIT B

SITE PLAN & ASSOCIATED DOCUMENTS



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

TETON INVESTMENT HOLDING LLC
TAX ID NO. 08-052-0274

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

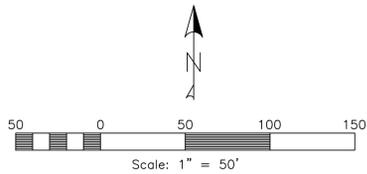
FOUND DAVIS COUNTY SURVEYOR
BRASS CAP MONUMENT
CENTER OF SECTION 13,
TOWNSHIP 3 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
BENCHMARK=4252.86

FOUND DAVIS COUNTY SURVEYOR
BRASS CAP MONUMENT
WITNESS CORNER TO THE
EAST QUARTER CORNER, SECTION 13,
TOWNSHIP 3 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
BENCHMARK=4252.86

NOT FOUND MONUMENT
EAST QUARTER CORNER, SECTION 13,
TOWNSHIP 3 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN

AS-SURVEYED LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE EAST FRONTAGE ROAD, SAID POINT ALSO THE SAME POINT OF BEGINNING AS CONTAINED IN THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED JUNE 24, 2019 AS ENTRY NO. 3168113 IN BOOK 7290 AT PAGES 1284-1293 IN THE DAVIS COUNTY RECORDER'S OFFICE, BEING SOUTH 89°52'45" WEST ALONG THE QUARTER SECTION LINE 696.236 FEET AND NORTH 306.014 FEET FROM THE CENTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND ALONG SAID BOUNDARY LINE AGREEMENT THE FOLLOWING TWELVE (12) COURSES: NORTH 17°29'15" WEST 34.201 FEET; THENCE NORTH 68°05'24" WEST 46.98 FEET; THENCE NORTH 18°42'27" WEST 254.22 FEET; THENCE SOUTH 67°50'41" WEST 20.91 FEET; THENCE NORTH 22°16'23" WEST 40.35 FEET TO AN EXISTING FENCE LINE; THENCE STILL ALONG SAID BOUNDARY LINE AGREEMENT AND AN EXISTING FENCE LINE NORTH 89°01'29" EAST 84.14 FEET; THENCE NORTH 88°07'28" EAST 79.917 FEET; THENCE NORTH 89°09'21" EAST 337.547 FEET; THENCE NORTH 89°07'31" EAST 284.95 FEET; THENCE NORTH 88°45'34" EAST 267.39 FEET; THENCE NORTH 89°31'30" EAST 164.276 FEET TO THE SOUTHWEST CORNER OF NORTH MAIN STREET CHURCH SUBDIVISION RECORDED JULY 2, 2009 AS ENTRY NO. 2464628 IN BOOK 4810 AT PAGE 426 IN DAVIS COUNTY RECORDER'S OFFICE; THENCE NORTH 88°47'01" EAST ALONG THE SOUTH OF SAID SUBDIVISION 141.48 FEET; THENCE SOUTH 00°52'45" WEST 362.13 FEET TO THE SOUTH LINE OF THAT COMMON LINE AS DESCRIBED IN SAID BOUNDARY LINE AGREEMENT; THENCE NORTH 89°07'15" WEST ALONG SAID BOUNDARY LINE AGREEMENT 1184.00 FEET TO THE POINT OF BEGINNING. THE NAD83 ROTATION IS 00°21'15" CLOCKWISE. CONTAINS 435,762.51 SQ/FT OR 10.00 ACRES



Site Information	
LOCATED IN:	FARMINGTON CITY, DAVIS COUNTY
ORIGINAL PROPERTY:	435,600 SF (10.0 ACRES)
CURRENT ZONE:	A - AGRICULTURAL
PROPOSED ZONE:	CMU - COMMERCIAL MIXED USE
COMMERCIAL AREA:	117,311 SF (2.69 ACRES)
RESIDENTIAL AREA:	222,177 SF (5.10 ACRES)
LAGOON DRIVE:	96,112 SF (2.21 ACRES)

THIS PROJECT IS LOCATED IN THE FEMA FLOOD ZONE X.

BASIS OF BEARINGS

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

HE 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 Subdivision
NORTH 1/2, SEC 13, T3N, R1W, S18&M
FARMINGTON, DAVIS COUNTY, UTAH

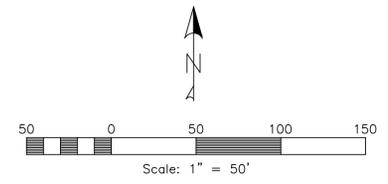
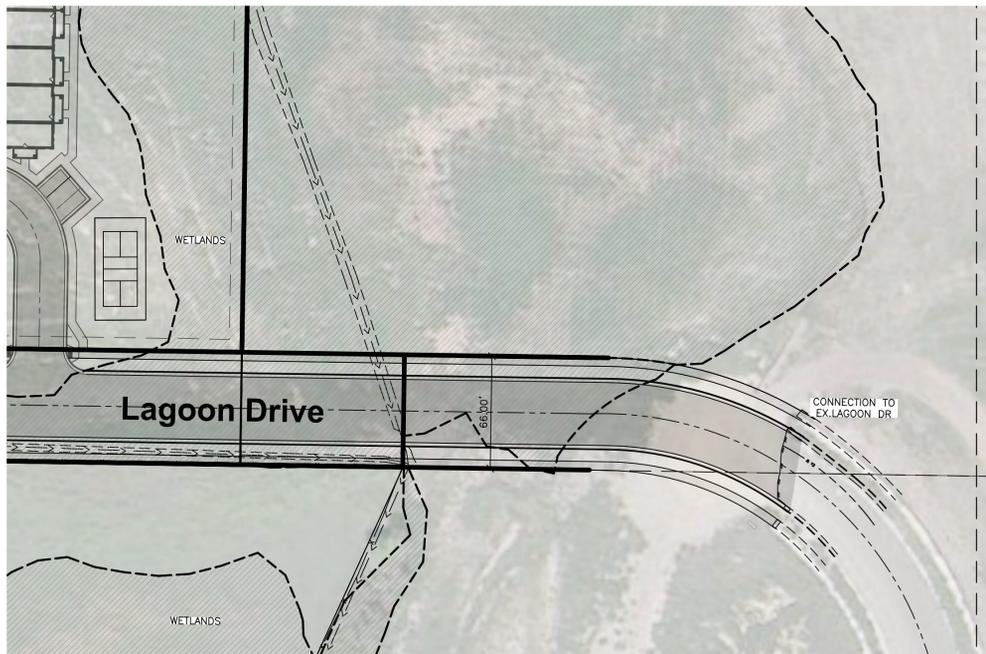
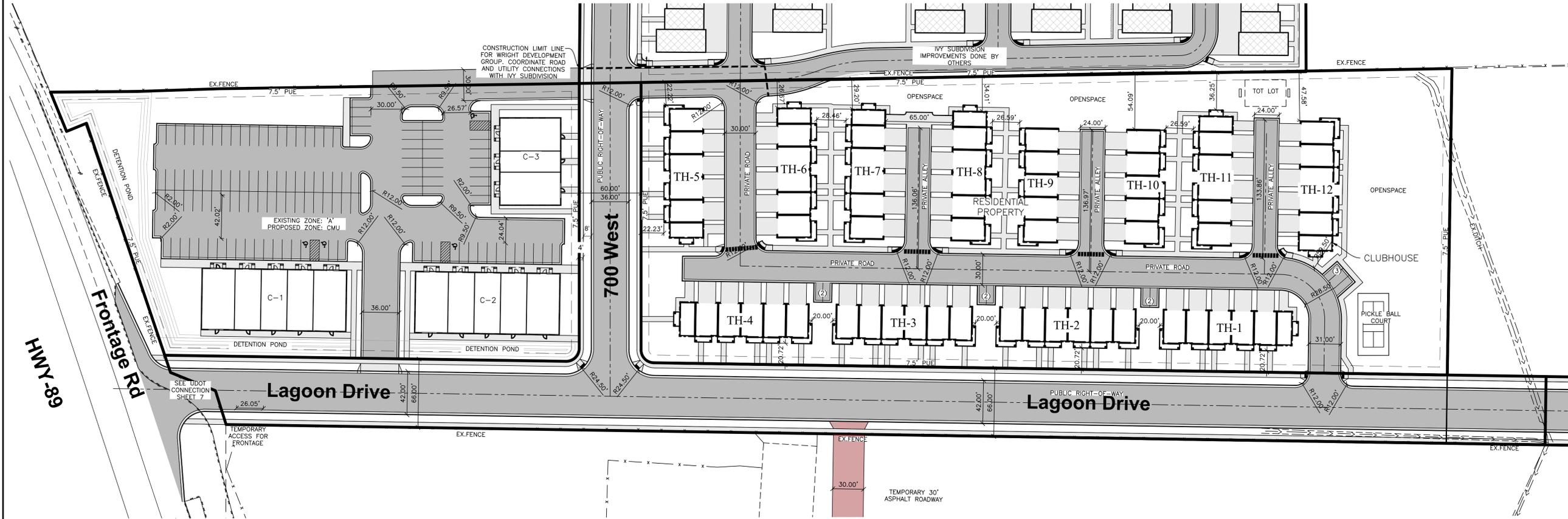
Existing Conditions

Revisions	Date

ENGINEERS STAMP
PROFESSIONAL ENGINEER
1086988
THOMAS J. HUNT
STATE OF UTAH

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

SHEET	10
3	SHEETS



Site Information	
LOCATED IN:	FARMINGTON CITY, DAVIS COUNTY
ORIGINAL PROPERTY:	435,600 SF (10.0 ACRES)
CURRENT ZONE:	A - AGRICULTURAL
PROPOSED ZONE:	CMU - COMMERCIAL MIXED USE
COMMERCIAL PROPERTY:	117,311 SF (2.69 ACRES)
BUILDINGS:	21,000 SF
HARDSCAPE:	51,907 SF
LANDSCAPE:	33,079 SF (LS RATIO 28%)
RESIDENTIAL PROPERTY:	222,177 SF (5.10 ACRES)
TOWNHOMES:	TOTAL 70 UNITS (50,405 SF)
CLUB HOUSE:	1 UNIT
3 BEDROOM:	62 UNITS
1 BEDROOM:	7 UNITS
HARDSCAPE:	13,7 UNITS PER ACRE
LANDSCAPE:	76,670 SF
	95,102 SF (LS RATIO 43%)
LAGOON DRIVE:	96,112 SF (2.21 ACRES)
HARDSCAPE:	77,075 SF
LANDSCAPE:	19,037 SF (LS RATIO 20%)

- NOTES:
1. TOWNHOME SEWER LATERALS ARE 4" PVC WITH A MIN SLOPE OF 2.0%.
 2. TOWNHOME WATER LATERALS SHALL RECEIVE A CURB STOP, WITH 1" WATER LATERAL.
 3. ALL SECONDARY WATER LINES NEED TO BE INSTALLED PER BENCHLAND WATER DISTRICT STANDARDS AND SPECIFICATIONS.
 4. ALL LOW ELEVATIONS NEED TO DRAIN, ALL HIGH ELEVATIONS NEED TO HAVE AIR RELEASE/VACUUM INSTALLED ON SECONDARY WATER MAINLINES.
 5. ALL TRANSFORMERS, METERS, AND SIMILAR EQUIPMENT SHALL BE SCREENED.
 6. TRASH CANS FOR EACH UNIT WILL BE ROLLED TO PRIVATE ALLEY.
 7. ALL TOWNHOMES LOCATED OVER THE EXISTING DITCH MUST USE STRUCTURAL FILL FOR FILL IN THE DITCH.

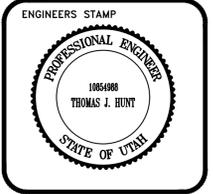
HE HUNT
ENGINEERING, LLC
HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

Hess Farms Subdivision

NORTH 1/2, SEC 13, T3N, R1W, S18&M
FARMINGTON, DAVIS COUNTY, UTAH

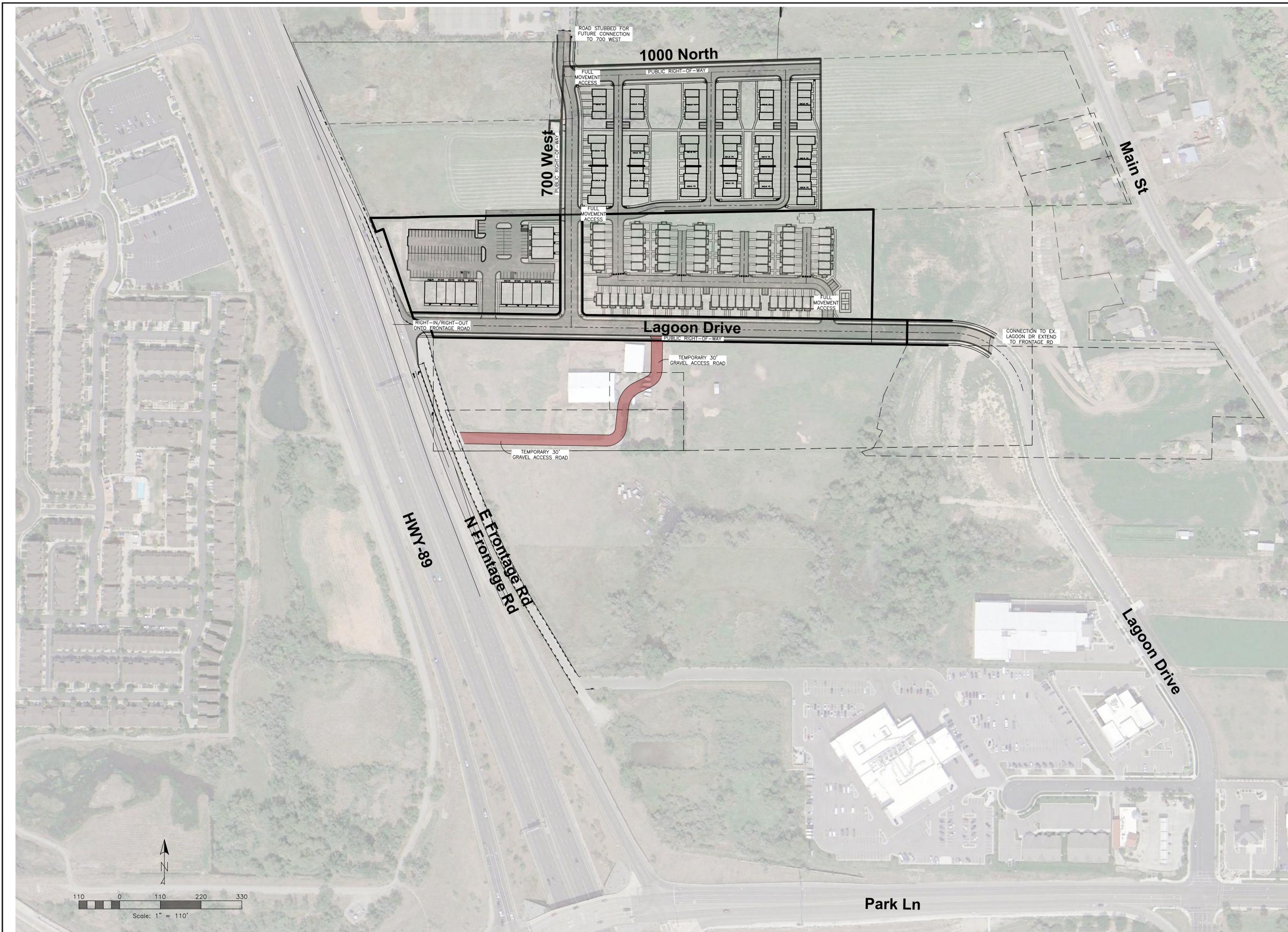
Site Plan

Revisions	Date



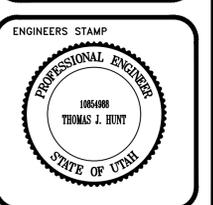
PROJECT INFO.	
Engineer:	T. HUNT
Drafter:	T. HUNT
Start Date:	5/2/2022
Name:	Hess Farms

SHEET	10
4	SHEETS



Circulation Plan

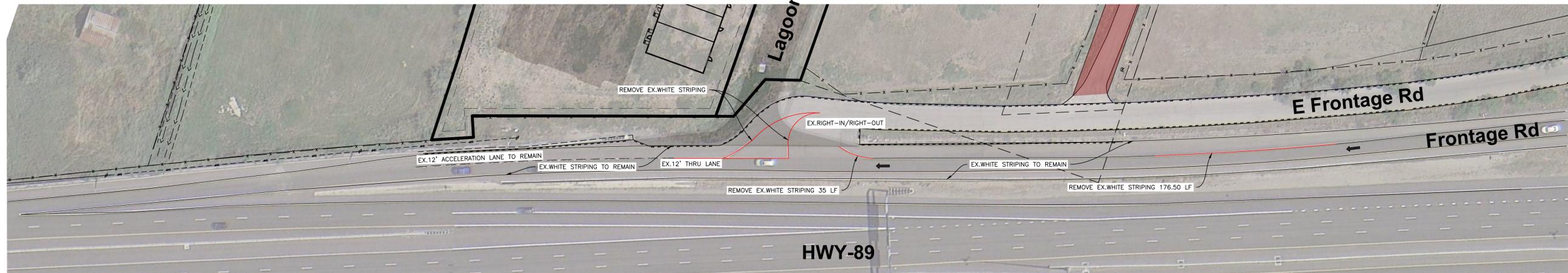
Revisions	Date



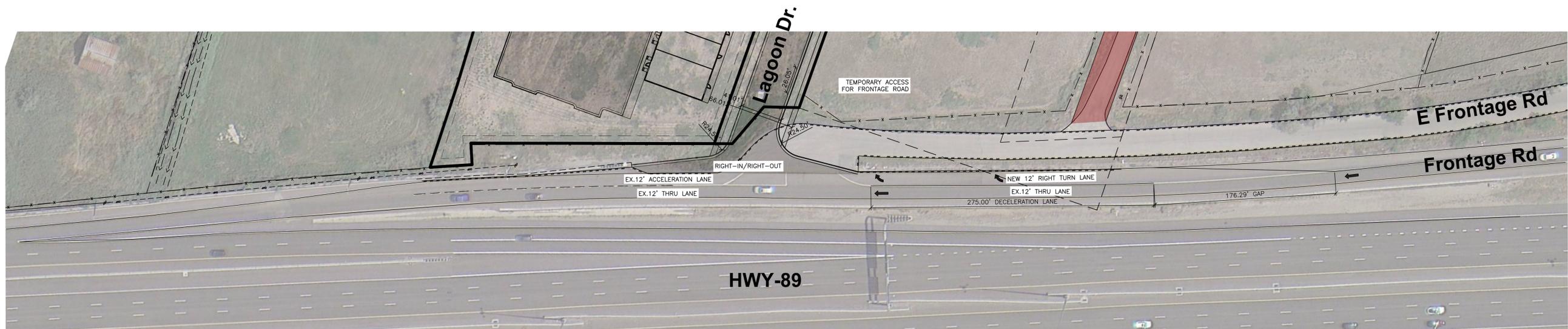
PROJECT INFO.

Engineer:	T. HUNT
Drafter:	T. HUNT
Start Date:	5/2/2022
Name:	Hess Farms

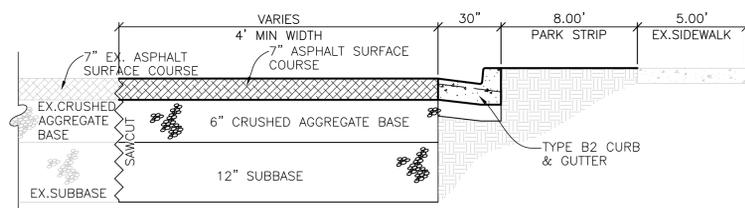
SHEET	10
7	SHEETS



EXISTING AND REMOVAL STRIPING



PROPOSED STRIPING



UDOT Street Detail
SCALE: NONE

- MIX DESIGN ASPHALT CONFORMING TO UDOT SPECIFICATIONS 02741
- SAWCUT AND TACK COAT VERTICAL CUTS IN ASPHALT PER UDOT SPECIFICATION 027055 PAVEMENT CUTTING

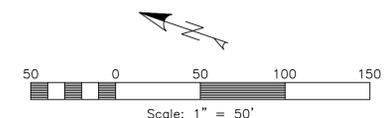
- ALL CONSTRUCTION WITHIN THE UDOT RIGHT-OF-WAY SHALL CONFORM TO THE MOST CURRENT UDOT STANDARD (INCLUDING SUPPLEMENTAL DRAWINGS AND SPECIFICATIONS).
- THE CONTRACTOR IS TO OBTAIN AN ENCROACHMENT PERMIT FROM THE APPLICABLE UDOT REGION PERMIT OFFICE PRIOR TO COMMENCING WORK WITHIN UDOT RIGHT-OF-WAY. WORKING HOUR LIMITATIONS WILL BE LISTED IN THE LIMITATION SECTION OF THE ENCROACHMENT PERMIT.
- UDOT RESERVES THE RIGHT, AT ITS OPTION, TO INSTALL A RAISED MEDIAN ISLAND OR RESTRICT THE ACCESS TO A RIGHT-IN OR RIGHT-OUT AT ANY TIME.
- OWNER, DEVELOPER, AND CONTRACTOR ARE RESPONSIBLE FOR ANY DAMAGES DIRECTLY OR INDIRECTLY WITHIN THE UDOT RIGHT-OF-WAY AS A RESULT OF DEVELOPMENT ACTIVITIES.
- OWNER, DEVELOPER, AND/OR CONTRACTOR IS REQUIRED TO HIRE AN INDEPENDENT COMPANY FOR ALL TESTING WITHIN THE UDOT RIGHT-OF-WAY.
- ALL SIGNS INSTALLED ON THE UDOT RIGHT-OF-WAY MUST BE HIGH INTENSITY GRADE (TYPE XI SHEETING) WITH A B3 SLIP BASE. INSTALL ALL SIGNS PER UDOT SN SERIES STANDARD DRAWINGS.
- COMPLY WITH THE REQUIREMENTS OF UTAH CODE 17-23-14 (DISTURBED CORNERS - COUNTY SURVEYOR TO BE NOTIFIED - COORDINATION WITH CERTAIN STATE AGENCIES).

UDOT NOTE:
REPAIR OR REPLACE ANY DAMAGED CURB, GUTTER &/OR DRIVEWAY. CURB & GUTTER TO BE TYPE B1 CURB, DRIVEWAY TO BE CONSTRUCTED AS GW3A (2017 UDOT DRAWING)

ALL TRENCHES TO BE REPAIRED AS A T-PATCH W/ ASPHALT THE GREATER OF 7" OR TO MATCH EXISTING IN LIFTS NO GREATER THAN 3". 10' ON EACH SIDE OF TRENCH TO BE MILLED 2" DEEP AND REPAVED AS A SINGLE PATCH.

UTILITY WORK REQUIRES SEPARATE PERMITTING, CONTRACTOR TO APPLY DIRECTLY W/ UDOT AT LEAST 30 DAYS IN ADVANCE.

ANY DAMAGED PAINT STRIPING DURING CONSTRUCTION MUST BE REDONE.

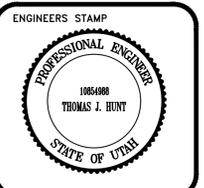


Hess Farms Subdivision

NORTH 1/2, SEC 13, T3N, R1W, S18&M
FARMINGTON, DAVIS COUNTY, UTAH

UDOT Striping Plan

Revisions	Date



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

SHEET	10
8	SHEETS

Storm Runoff Calculations

Farmington Properties
8/26/2022 1:41

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the Farmington, UT area taken from the NOAA Atlas 14 database, using a 100-year storm for detention, and a 10-year storm for pipe conveyance. Storm water runoff has been calculated for a fully developed site and limited to a release rate of 0.2 cfs/acre.

The calculations are as follows:

Drainage Areas			
Total Area =	10.00 acre or	435,600 ft ²	
Runoff Coefficients			
Paved Area	205,852	C = 0.9	
Landscaped Area	147,218	C = 0.2	
Roof	82,730	C = 0.9	
Weighted Runoff Coefficient		C = 0.66	

Volume of Run-off for 100-year Storm Event:

time (min)	time (sec)	i (in./hr.)	Q (cfs)	Vol. in (cf)	Vol. out (cf)	Difference (cf)
0	0	0.00	0.00	0	0	0
5	300	7.33	49.03	147.10	600	1411.0
10	600	5.67	37.26	223.56	1200	2156.6
15	900	4.61	30.84	277.55	1800	2595.5
30	1800	3.10	20.74	373.28	3600	3372.8
60	3600	1.92	12.84	462.38	7200	3803.8
120	7200	1.13	7.56	544.26	14400	4002.6
180	10800	0.77	5.16	557.75	21600	3417.5
360	21600	0.41	2.78	598.78	43200	1647.6
720	43200	0.25	1.64	708.02	86400	-1559.8
1440	86400	0.14	0.94	814.94	172800	-9130.6

Orifice Sizing

Given:

Q =	2.00	cfs
Zg =	64.4	ft/s ²
H =	3.50	ft
Cd =	0.62	for circular openings
R =	SQRT(Q/pd(0.7)(64.4H) ^{0.5})	
R =	0.25	feet
D =	3.14	inches
A =	6.28	inches *2
A =	30.96	inches *2
	0.2150	ft *2

SUMMARY:
The required storage volume is **40,026** cubic feet
Orifice size is **6.3** inches

Hess Farms Subdivision

Preliminary Plat - Not to be Recorded

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
AUGUST 2022

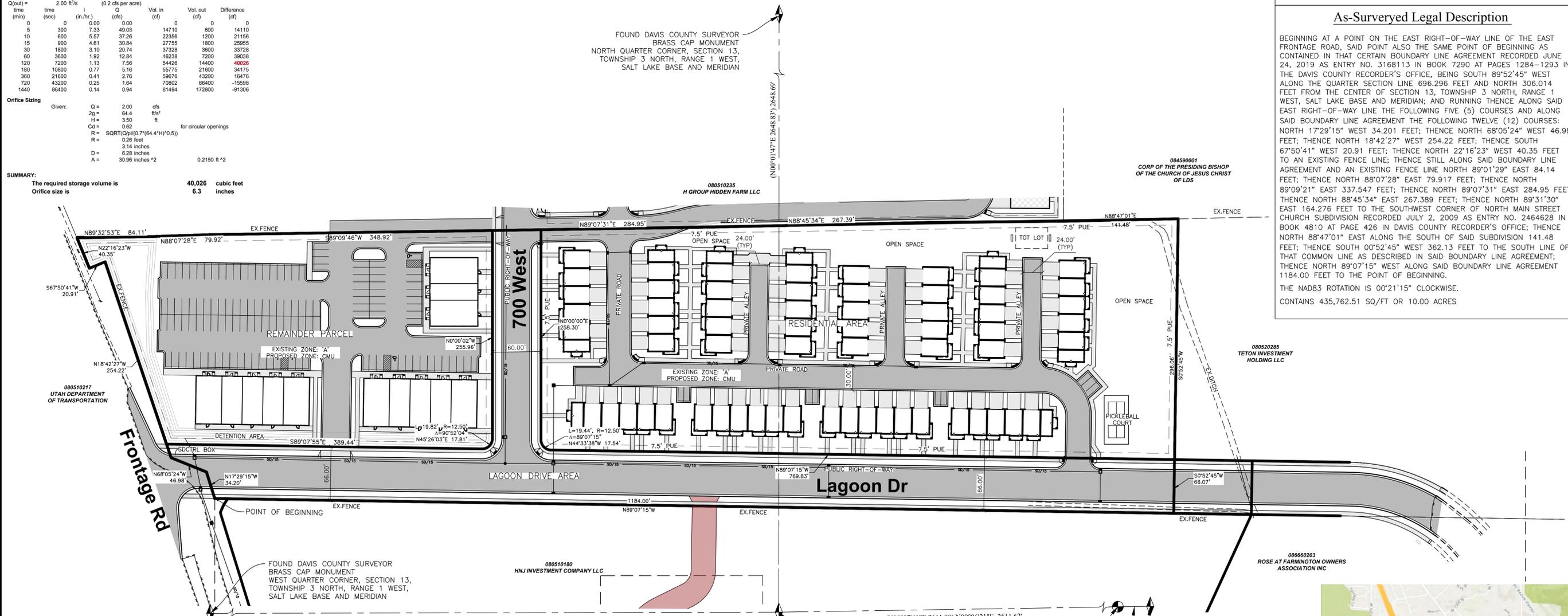
Surveyor's Certificate

I, MICHAEL L. WANGEMANN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 6431156, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HERON, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS: FARMINGTON ESTATES AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

DATE: _____ MICHAEL L. WANGEMANN
LICENSE NO. 6431156

As-Surveyed Legal Description

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE EAST FRONTAGE ROAD, SAID POINT ALSO THE SAME POINT OF BEGINNING AS CONTAINED IN THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED JUNE 24, 2019 AS ENTRY NO. 3168113 IN BOOK 7290 AT PAGES 1284-1293 IN THE DAVIS COUNTY RECORDER'S OFFICE, BEING SOUTH 89°52'45" WEST ALONG THE QUARTER SECTION LINE 696.296 FEET AND NORTH 306.014 FEET FROM THE CENTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND ALONG SAID BOUNDARY LINE AGREEMENT THE FOLLOWING TWELVE (12) COURSES: NORTH 17°29'15" WEST 34.201 FEET; THENCE NORTH 68°05'24" WEST 46.98 FEET; THENCE NORTH 18°42'27" WEST 254.22 FEET; THENCE SOUTH 67°50'41" WEST 20.91 FEET; THENCE NORTH 22°16'23" WEST 40.35 FEET TO AN EXISTING FENCE LINE; THENCE STILL ALONG SAID BOUNDARY LINE AGREEMENT AND AN EXISTING FENCE LINE NORTH 89°01'29" EAST 84.14 FEET; THENCE NORTH 88°07'28" EAST 79.917 FEET; THENCE NORTH 89°09'21" EAST 337.547 FEET; THENCE NORTH 89°07'31" EAST 284.95 FEET; THENCE NORTH 88°45'34" EAST 267.389 FEET; THENCE NORTH 89°31'30" EAST 164.276 FEET TO THE SOUTHWEST CORNER OF NORTH MAIN STREET CHURCH SUBDIVISION RECORDED JULY 2, 2009 AS ENTRY NO. 2464628 IN BOOK 4810 AT PAGE 426 IN DAVIS COUNTY RECORDER'S OFFICE; THENCE NORTH 88°47'01" EAST ALONG THE SOUTH OF SAID SUBDIVISION 141.48 FEET; THENCE SOUTH 00°52'45" WEST 362.13 FEET TO THE SOUTH LINE OF THAT COMMON LINE AS DESCRIBED IN SAID BOUNDARY LINE AGREEMENT; THENCE NORTH 89°07'15" WEST ALONG SAID BOUNDARY LINE AGREEMENT 1184.00 FEET TO THE POINT OF BEGINNING.
THE NAD83 ROTATION IS 00°21'15" CLOCKWISE.
CONTAINS 435,762.51 SQ/FT OR 10.00 ACRES



Site Information

LOCATED IN:	FARMINGTON CITY, DAVIS COUNTY
ORIGINAL PROPERTY:	435,600 SF (10.0 ACRES)
CURRENT ZONE:	A - AGRICULTURAL
PROPOSED ZONE:	CMU - COMMERCIAL MIXED USE
COMMERCIAL PROPERTY:	117,311 SF (2.69 ACRES)
BUILDINGS:	21,000 SF
HARDSCAPE:	51,907 SF
LANDSCAPE:	33,079 SF (LS RATIO 28%)
RESIDENTIAL PROPERTY:	222,177 SF (5.10 ACRES)
TOWNHOMES:	TOTAL 70 UNITS (50,405 SF)
CLUB HOUSE:	1 UNIT
3 BEDROOM:	62 UNITS
1 BEDROOM:	7 UNITS
	13.7 UNITS PER ACRE
HARDSCAPE:	76,670 SF
LANDSCAPE:	95,102 SF (LS RATIO 43%)
LAGOON DRIVE:	96,112 SF (2.21 ACRES)
HARDSCAPE:	77,075 SF
LANDSCAPE:	19,037 SF (LS RATIO 20%)

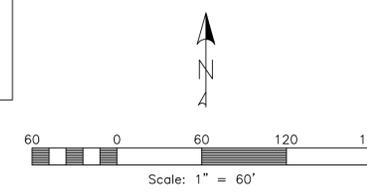
LEGEND

PROPERTY LINE	—————
ROAD CENTERLINE	- - - - -
TIE TO MONUMENT	—————
EASEMENT LINE	- - - - -
SECTION CORNERS	⬠
RECORD CALLS	()

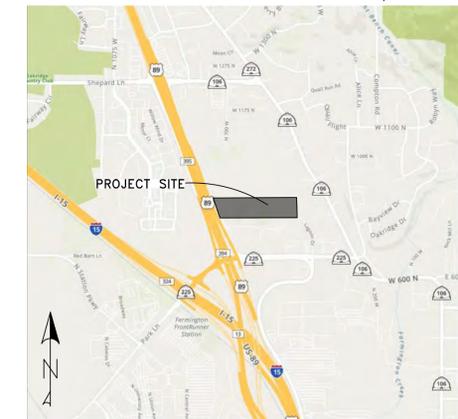
BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED USING FOUND INTERSECTION DAVIS COUNTY SURVEYOR BRASS CAP MONUMENTS LOCATED AT THE WEST QUARTER CORNER AND THE CENTER 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 X.



- NOTES:**
1. TOWNHOME SEWER LATERALS ARE 4" PVC WITH A MIN SLOPE OF 2.0%.
 2. TOWNHOME WATER LATERALS SHALL RECEIVE A CURB STOP, WITH 1" WATER LATERAL.
 3. ALL SECONDARY WATER LINES NEED TO BE INSTALLED PER BENCHLAND WATER DISTRICT STANDARDS AND SPECIFICATIONS.
 4. ALL LOW ELEVATIONS NEED TO DRAIN, ALL HIGH ELEVATIONS NEED TO HAVE AIR RELEASE/VACUUM INSTALLED ON SECONDARY WATER MAINLINES.
 5. ALL TRANSFORMERS, METERS, AND SIMILAR EQUIPMENT SHALL BE SCREENED.
 6. TRASH CANS FOR EACH UNIT WILL BE ROLLED TO PRIVATE ALLEY.
 7. ALL TOWNHOMES LOCATED OVER THE EXISTING DITCH MUST USE STRUCTURAL FILL FOR FILL IN THE DITCH.



Vicinity Map
NTS



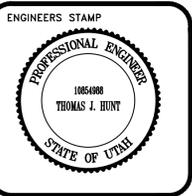
HE HUNT
ENGINEERING, LLC
HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

Hess Farms Subdivision

NORTH 1/2, SEC. 13, TEN. R1.W, SUBM
FARMINGTON, DAVIS COUNTY, UTAH

**Landscape
Concept**

Revisions	Date



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





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
129' - 10 1/2"
LEVEL 3
120' - 9 1/2"
LEVEL 2
110' - 1 3/4"
LEVEL 1
100' - 0"

2 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"

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



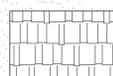
HESS FARMS TOWNHOMES & COMMERCIAL





MATERIAL LEGEND			
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				T-1	TRIM	JAMES HARDIE - HARDIE TRIM	EXTRA WHITE



HESS FARMS TOWNHOMES & COMMERCIAL



T.O. RIDGE -
COMMERCIAL
133'-0"



LEVEL 1
100'-0"

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

T.O. RIDGE -
COMMERCIAL
133'-0"



LEVEL 1
100'-0"

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

T.O. RIDGE -
COMMERCIAL
133'-0"



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

T.O. RIDGE -
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LEVEL 1
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1/8" = 1'-0"

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T-1	TRIM	JAMES HARDIE - HARDIE TRIM	EXTRA WHITE

HESS FARMS TOWNHOMES & COMMERCIAL



3/17/2022 Minutes:

Item #4 Wright Development (Public Hearing) – Applicant is requesting recommendation for a schematic subdivision approval for the proposed Hess Farms subdivision, on 10 acres of property, at approximately 900 N. (north of Lagoon Dr.); in addition, the applicant is also requesting recommendation to rezone the property from A (Agriculture) to CMU (Commercial Mixed Use). (S-3-22 / Z-1-22)

Hansell presented this agenda item, which is a request for both a schematic subdivision plan and zone change. This is the first step in the subdivision process and is a very conceptual decision. 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 that 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 Commercial Mixed-Use zone. As specified in that text, all development must be considered as a Planned Unit Development (PUD) or planned center development.

The schematic plan proposes a commercial area to the west of 700 West, a future connection between the school and Lagoon Drive. Townhomes are on the northeast side of Lagoon Drive and 700 West. Staff is recommending tabling both decisions tonight because if they were to get the CMU zone, this plan doesn't follow the form-based code for the CMU zone.

Since the East Park Lane Small Area Master Plan's 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"> o East side of Lagoon Dr rezoned to R o West side of Lagoon Dr rezoned to CMU o Land adjacent to SR 106 remains LR o Arrange a TDR to transfer residential density from the west to the east o Schematic Plan Approved 	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"> o Preliminary Plat Approved for 2 lots W of Lagoon Dr o Final Plat Approved for 2 lots W of Lagoon Dr 	PC PC	4/18/19 2/20/20
The Rose PUD (S-12-20)	<ul style="list-style-type: none"> o Final Plat for 49 single-family lots approved by the PC 	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 current site plan shows a commercial building that does not meet the standards of the CMU zone. The plan does not meet the required build to range (RBR) and the front yard off-street parking standards in section 11-19-080 B. 2, which states:

*Front Yard: Measured from property line or abutting public street or private street edge, no front yard setback is required on local or important local streets. **For yards that front on streets with a functional classification equal to or greater than minor collector, the required build to range (RBR) is zero feet (0') minimum to twenty feet (20') maximum.** The minimum building street frontage percentage and the minimum percent of building within the front RBR for local and important local streets is fifty percent (50%) and seventy-five percent (75%) and for collector and arterial roads is sixty percent (60%) and seventy-five percent (75%) respectively. Any building located adjacent to, or across a street from, a residential zone shall have the same front yard setback as that required in the residential zone.*

Off street parking for vehicles shall not occupy any space located between the building and the primary street, and the secondary street where applicable for a corner lot. Parking areas located to the side of structures shall be located a minimum of ten feet (10') back from the back of the adjacent sidewalk.

Logan Johnson (1178 W. Legacy Crossing Blvd, Centerville, Utah) of Wright Development addressed the Commission. The applicant can comply with the Staff requests. They are looking for additional comments from the Commission, especially on the residential side. In a previous application, Wright used a Transfer of Development Right (TDR) to get 14 units per acre. Code calls for pitched roofs, and their building elevations are flat. The road will help with Lagoon unloading. They are platting the townhomes all individually for the option of owner occupation. On the commercial side, the applicant will want to retain ownership. There is a driveway in front of each unit for two cars, plus a two-car garage. The attached townhome units are three stories with a garage and office space on the ground floor, the main living on the second story, and two or three bedrooms on the top floor. He would like to start construction as soon as possible.

Rulon Homer opened the public hearing at 8:45 PM.

Stuart Reeder (1534 W. Spring Meadow Lane, Farmington, Utah) prefers that the Planning Commission suggest more of an ownership concept. Single-family units allow owners to create equity.

Lori Conover (469 Quail Run Road, Farmington, Utah) likes the single-family ownership concept but suggested affordable housing in it. She would like to see as low density as possible in the City.

Rulon Homer closed the public hearing at 8:48 PM.

Larry Steinhorst questioned what the trade-off would be for increased density, and wanted to know if the applicant had considered affordable housing. **Johnson** responded that he hasn't contemplated subsidized housing. The tradeoff is that CMU allows residential use, but the applicant will not be exercising residential on the west side that is proposed commercial, and proposed to transfer those residential rights to the east side. They will record that the west side will not be allowed residential use.

MOTION

John David Mortensen made a motion that the Planning Commission **table** the Hess Farms schematic subdivision plan and zone change to allow time for the developer to prepare a concept plan which meets City standards.

Tyler Turner seconded the motion, which was unanimously approved.

6/9/2022 Minutes:

Item #4 Wright Development – Applicant is requesting recommendation for the proposed Hess Farms Subdivision schematic subdivision plat, on 10 acres of property, at approximately 900 N (north of Lagoon Dr.); in addition, the applicant is also requesting recommendation to rezone the property from A (Agriculture) to CMU (Commercial Mixed Use).

Hansell presented this agenda item, which is requested a schematic subdivision plat and zone change. 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, 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 CMU Commercial 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 Plan’s 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"> o East side of Lagoon Dr rezoned to R o West side of Lagoon Dr rezoned to CMU o Land adjacent to SR 106 remains LR o Arrange a TDR to transfer residential density from the west to the east o Schematic Plan Approved 	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"> o Preliminary Plat Approved for two lots west of Lagoon Dr o Final Plat Approved for two lots west of Lagoon Dr 	PC PC	4/18/19 2/20/20
The Rose PUD (S-12-20)	<ul style="list-style-type: none"> o Final Plat for 49 single-family lots approved by the PC 	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 applicant does not have a commercial component at this time. The previous site plan, tabled by the Commission on March 17, 2022, showed a commercial building that did not meet the standards of the CMU zone being requested. 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, as the townhomes were designed with flat roofs. The current plan shows no site plan on the commercial property, and has been updated to show pitched roof architecture for the townhomes. The applicant has also worked with The Ivy PUD, directly north, to coordinate entrances off 700 West.

Technically, the schematic plan itself follows the General Plan Designation, CMU zoning and the East Park Lane Small Area Master Plan. However, per City Management, Staff recommends tabling this item to further discuss the commercial component. **Gibson** said the Commission has flexibility about whether to move this forward or not.

Logan Johnson (1178 W. Legacy Crossing, Centerville, Utah), representing applicant Wright Development Group, said he was surprised with the recommendation on the Staff Report. He thought they excluded the commercial portion from their site plan in order to move forward with the townhomes, and then solve the commercial puzzle with Staff in a separate application. They did this per Staff recommendation. Tonight, they are seeking positive recommendation on the residential half of their application. They prefer to do the flat roofs, which would distinguish them from the product to the north of this site. They feel a flat roof is an upgrade. However, they are willing to do the pitched iteration if the Commission so desires. Access is shared with the project to the north to accommodate a single access off 700 West.

Mellor said in economic development, they have a quiver with arrows to encourage desired commercial development. Sometimes there are tax abatements, incentives, discount fees and infrastructure, etc. However, these are not available in this situation. This specific plan came in seven years ago. Until the City knows what the

commercial is coming in, there is no reason to approve this. They are entitled now to agricultural. Moving the application for the development to the north forward to the City Council is being tabled due to some density issues. It most likely will be coming back to the Commission in the future. If the City and developer are not on the same page as to what the commercial would be, there is no reason to put the residential in at this time. It is Staff's recommendation to figure out what the commercial element will be first. From a tax perspective, residential is a wash to the City, as commercial components subsidize residential development. The applicant is asking to take the density from one side of the property and move it over to another side, which is a big ask the City should be getting something in return for. The priority should be the commercial development, not the residential development.

Hansell said the CMU zone they are asking for is 14 units per acre, and they are asking for 12.7 units per acre, so they wouldn't have to transfer the residential density. However, they would have to enter into an agreement with the City preventing any residential development on the other side. If the applicant made the commercial side bigger, they could make the residential side more dense. **Homer** said this is something that has to be done, and the applicant should know that. **Mellor** said it is the same for Stack, who has 130 acres available, and the City is not letting them put residential on it except along Burke Lane until they first meet a certain percentage of commercial development. This site is adjacent to Highway 89 that has some appeal to it for users, so the City wants to know what the commercial use would be before residential goes in.

Johnson said he is surprised today. He had a commercial tenant lined up for this spot, which he brought to Staff. The concept plan contemplated a car dealership as the commercial use. The townhomes follows what is shown in the master plan for the residential use. He does not want to squash anything that would allow great commercial on this site. His company paid a lot of money for the land, and he doesn't want to handicap it. The commercial deal needs to be on terms that works for the applicant. He doesn't control the property to the north, and they can't dictate what happens there, especially in the wetland area. He feels Staff's position is to hold the residential hostage until they see the desired commercial. However, the application is consistent with both the general and area plans, and they would like to proceed with residential first and let the commercial fill in. The Rose was not treated the same, and they were allowed to do residential first. He looks forward to future discussions with the City Council.

Hansell said if the Commission tabled this item, the applicant would come back to the Commission until it was ready to either approve or deny it. The applicant can't go to the Council until after that. If the Commission turns it down, the applicant can appeal to the Council. If the Council denies it, the applicant has to wait a year before resubmitting a new application.

Johnson asked the Commission for a favorable recommendation, and said this application checks all the boxes of good planning. If it is about leverage, that would be a Council decision.

Homer said he is sensing the Commission will table or deny it, and asked the applicant how he would like to proceed. Commissioners discussed making a signed commercial deal a contingency of an approval. **Johnson** said that Staff didn't like the commercial user the applicant brought to them. They have had a lot of calls, but nothing that fits in the CMU zone. **Mellor** said if the Commission denied it, it wouldn't prevent the applicant from coming back any time in the next year. It could lead to more discussions with Staff. The City will help pay for the road with impact fees in the future.

MOTION

Mike Plaizier made a motion that the Planning Commission table the Hess Farms subdivision and zone change in accordance with all Farmington City development standards and ordinances, with the conditions that the developer return with a commercial concept.

Ryan Bentley seconded the motion, which was unanimously approved.

Chair Rulon Homer	X Aye	___	Nay
Commissioner Mike Plaizier	X Aye	___	Nay
Commissioner Samuel Barlow	X Aye	___	Nay
Commissioner Tyler Turner	X Aye	___	Nay
Alternate Commissioner Ryan Bentley	X Aye	___	Nay



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, December 6, 2022** at City Hall 160 South Main, Farmington, Utah. A work session will be held at **5:30 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. If you wish to email a comment for any of the listed public hearings, you may do so at dearlile@farmington.utah.gov

WORK SESSION – 5:30 p.m.

- Fire Department Discussion
- Discussion of regular session items upon request

UDOT ENVIRONMENTAL IMPACT STATEMENT DISCUSSION – 6:00 p.m.

REGULAR SESSION – 7:00 p.m.

CALL TO ORDER:

- Invocation – Amy Shumway, Councilmember
- Pledge of Allegiance – Alex Leeman, Councilmember

PRESENTATION:

- Music In Me musical number
- Promotion ceremony for new Police Lieutenant and Sergeant and introduction of new Police Officer
- Department Discussion - Parks & Recreation

PUBLIC HEARING:

- A recommendation of approval for a Project Master Plan and Development Agreement on 14.50 acres of property located at approximately 1550 W Burke Lane in the OMU (Office Mixed Use) zone

BUSINESS:

- Consolidated Fee Schedule (CFS) changes – Street Excavation Fees
- Zone Text Amendment to Chapter 11-10, Agricultural Zones, to clarify Commercial Recreation and allowed lot coverage.
- Interlocal Agreement with Davis County regarding Transportation Project Reimbursement
- Cell Tower Lease Agreement with All West at Public Works

SUMMARY ACTION:

- Ordinance Establishing Dates, Time and Place for holding Regular City Council Meetings
- Cell Tower Lease Agreement with Verizon at Station Park Ball Fields
- Franchise Agreement with Utah Broadband
- Revocable license for the use of property located at 120 W 600 N
- Clark Lane Commercial Subdivision – Improvements Agreement
- Consider Approval of RC Pavement to Construct the 200 E to Main Sidewalk Project

GOVERNING BODY REPORTS:

- City Manager Report
 - Building Activity Report for October
- Mayor Anderson & City Council Reports

ADJOURN

CLOSED SESSION – Minute motion adjourning to closed session, for reasons permitted by law.

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, on December 1st, 2022*

PLANNING COMMISSION & CITY COUNCIL 2023

JANUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

Note: National APA in PA Apr 1-4

FEBRUARY						
S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	1	2	3	4
5	6	7	8	9	10	11

UTAH APA sometime in Spring

MARCH						
S	M	T	W	T	F	S
26	27	28	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

APRIL						
S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

MAY						
S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

JUNE						
S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1
2	3	4	5	6	7	8

JULY						
S	M	T	W	T	F	S
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

Note: UBLA Oct11-13

AUGUST						
S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

SEPTEMBER						
S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	3	4	5	6	7

OCTOBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

NOVEMBER						
S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2
3	4	5	6	7	8	9

DECEMBER						
S	M	T	W	T	F	S
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

Council:

- _____ Roger Child
- _____ Scott Isaacson
- _____ Melissa Layton
- _____ Alex Leeman
- _____ Amy Shumway

Planning:

- _____ Erin Christensen
- _____ Mike Plaizier
- _____ Larry Steinhorst
- _____ John David Mortensen
- _____ Samuel Barlow
- _____ Tyler Turner
- _____ (open)

	CITY COUNCIL
	PLANNING COMM.
	DSD BREAKS
	HOLIDAYS

- Jan 2-3 DSD Break
- Jan 16-17 DSD Break
- Feb. 20 DSD Break
- Mar. 17 DSD Break
- Apr 3-7 DSD Spring Break
- Aug 21. First day of School
- Sept. 22 DSD Break
- Oct 18-20 DSD Fall Break
- Nov 22-24 DSD Thanksgiving
- Dec 21. DSD Christmas Break
begins until Jan 02.