

# FARMINGTON CITY PLANNING COMMISSION

May 23, 2024



## PLANNING COMMISSION MEETING NOTICE AND AGENDA Thursday May 23, 2024

Notice is given that Farmington City Planning Commission will hold a regular meeting at City Hall 160 South Main, Farmington, Utah. A work session will be held at **6:30 PM** prior to the **regular session which will begin at 7:00 PM** in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website at <u>farmington.utah.gov</u>. Any emailed comments for the listed public hearings, should be sent to <u>crowe@farmington.utah.gov</u> by 5 p.m. on the day listed above.

## SUBDIVISION & PROJECT MASTER PLAN APPLICATION(S) - public hearing: item 2

- 1. Nathan & Anna May Applicants are requesting a recommendation for a Preliminary Planned Unit Development (PUD) Master Plan for the Sycamore Lane PUD at 59 S 300 W. The PUD would allow the construction of a new home on the east side of the property while maintaining the historic home as an Accessory Dwelling Unit (ADU) in its current location in front of the new home. The property includes 0.31 acres in the OTR (Original Townsite Residential) zone. (S-3-24)
- 2. STACK Real Estate Applicant is requesting a recommendation to consider a Supplemental Development Agreement and Project Master Plan Amendment with Stack Development for property located north of Burke Lane between I-15 and the D&RGW Rail Trail covering approximately 150 acres for Stack Farmington Land, LLC and Wasatch Farmington Holdings, LLC. As well as a recommendation to consider a Schematic Subdivision, Project Master Plan, and Concept Site Plan for the Stack R1 subdivision which covers approximately 9 acres at approximately 900 North and Innovator Drive. (S-6-24, PMP-1-24)

#### **ZONE TEXT AMENDMENT APPLICATIONS** – public hearing

3. Farmington City – A recommendation for Additional text and amendments to Title 15, Sign Regulations, and Chapter 42, Scenic Byway Overlay, of Title 11, Zoning Regulations as these codes relate to allowed signage in the city's LM&B zoning district. (ZT-6-24)

#### **OTHER BUSINESS**

- 4. Miscellaneous, correspondence, etc.
  - a. North Lagoon Drive concept
  - b. South East Bench concept
  - c. City Council Report from 05.21.2024
  - d. 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.

<u>CERTIFICATE OF POSTING</u> I hereby certify that the above notice and agenda were posted at Farmington City Hall, the State Public Notice website, the city website <u>www.farmington.utah.gov</u>, the Utah Public Notice website <u>at www.utah.gov/pm</u>n on May 21, 2024. Carly Rowe, Planning Secretary



# Farmington City Planning Commission Staff Report May 23, 2024

# Item 1: Sycamore Lane Planned Unit Development – Preliminary PUD Master Plan

Public Hearing: No Application No.: S-3-24

Property Address: 59 South 300 West

General Plan Designation: LDR (Low Density Residential)
Zoning Designation: OTR (Original Townsite Residential)

Area: 0.31 Acres

Number of Lots: 1

Property Owner/Applicant: Nathan and Anna May

Request: Recommendation for Preliminary PUD Master Plan approval allowing a detached ADU in the front yard of a proposed new home. The proposed ADU is an existing historic dwelling, which is to be preserved.

## **Background Information**

The subject property is 0.31 acres, the proposed plan consists of a new home to the east of the existing historic home. The historic home has an addition which is planned to be removed, but the applicant is preserving the historically significant part of the home and plans to use it as an Accessory Dwelling Unit. ADUs are a permitted use in the OTR, but not in the front yard—this is the reason the applicant has applied for a PUD. To justify this flexibility, the applicant has agreed to enter into a development agreement to preserve the existing historic dwelling.

The Planning Commission reviewed this request at a public hearing on March 7, 2024, and most of the discussion focused on a .27-acre lot (Parcel # 08-089-0006 (or "Parcel 0006")) owned by the applicant adjacent to the east boundary of the proposed PUD. Although this lot is "land-locked" it is a legal non-conforming parcel because its creation predates City ordinances. The applicant's proposed March 7th building layout did not allow for future access to Parcel 0006. A member of the Commission noted that this may not be consistent with the Section 11-27-070 B. of the Zoning Ordinance regarding Preliminary PUD Master Plan review by the Planning Commission. The first sentence of this Section states in part: "The proposed planned unit development will create no detriment to property adjacent to the planned unit development . . .."

Due primarily to access issues related to Parcel 0006, the Commission tabled consideration to allow time "for continuous vetting and working with the City to find other ways to make this work for the applicant." The May's reworked the building layout, and their latest proposal allows for possible future access to Parcel 0006 and in doing so will provide the owner of Parcel 0006 the means to meet fire department rules and regulations if a dwelling is constructed on this parcel in the future.

### Suggested Motion

Move the Planning Commission recommend the City Council approval the Preliminary PUD Master Plan, which includes building elevations, for the proposed Sycamore Lane PUD, subject to all applicable Farmington City development standards, ordinances, and the following conditions:

- 1. The property owner shall enter into the attached development agreement with the City to preserve the historic dwelling.
- 2. If necessary, the City may consider amending the PUD Overlay and Development Agreement to encompass Parcel 08-089-0006 consistent with the process set forth in Chapter 27 of the Zoning Ordinance and the continued preservation of the existing historic dwelling located on Parcel 08-089-0004.
- 3. The property owner must provide and record a reciprocal access and utility easement agreement acceptable to the City between the owners Parcels 08-089-0004 and 08-089-0006 to ensure access to Parcel 0006 now and in the future.

#### Findings:

- 1. The applicant plans to preserve the historic home.
- 2. The impact of the PUD is similar to that of a traditional main dwelling unit and accessory dwelling unit setup.
- 3. No new lots are being created
- 4. The PUD option creates the most efficient use of the parcel.
- 5. The applicant worked with City staff and fire marshal to provide adequate future access to Parcel 08-089-0006 to enable the construction of a dwelling on this lot in the future.

## **Supplemental Information**

- 1. Vicinity map.
- 2. Modification to existing home.
- 3. Three-page Preliminary PUD Master Plan, May 23, 2024, including building elevations on pages 1 and 2.
- 4. Three-page Preliminary PUD Master Plan, February 17, 2024, including building elevations on pages 2 and 3.
- 5. Development Agreement for Preservation of existing historic home (Note: Planning Commission review, critique, and recommendation of the DA is anticipated)
- 6. Planning Commission Minutes, March 7, 2024





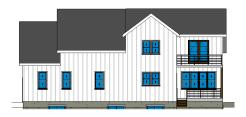
Current Home at 59 S 300 W. Original red brick portion shown in the box to remain and the siding addition shown under the X to be removed.



Street View - Old House and New House
3/32" = 1'-0"



2 Front 1" = 20'-0"



3 Back 1" = 20'-0"

### Contact:

Anna May 801-403-5582 Anna2may@gmail.com

# SYCAMORE LANE

59 S 300 W

# Preliminary PUD Elevations

 Project number
 1

 Date
 4/19/2024

 Drawn by
 AM

 Checked by
 Scale As indicated

5/1/2024 10:30:28 AM



3D Representation

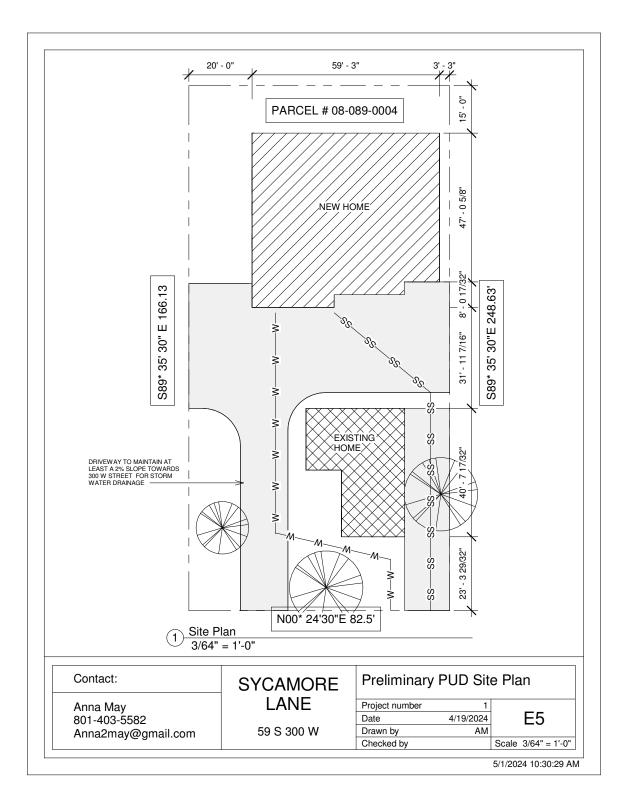
Contact:

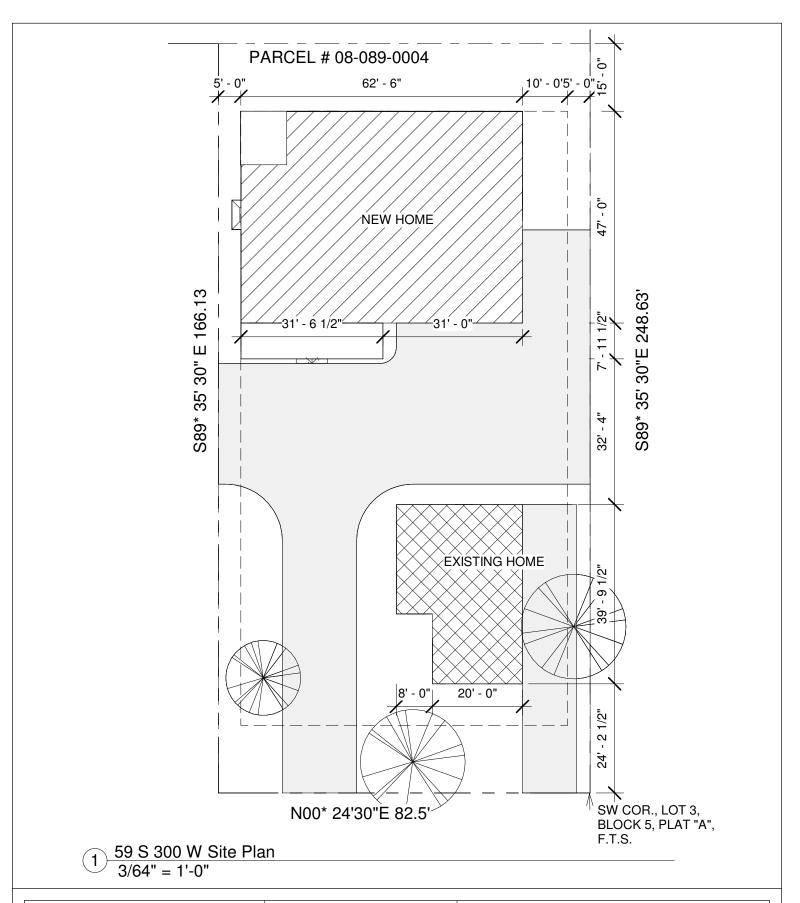
Anna May 801-403-5582 Anna2may@gmail.com SYCAMORE LANE

59 S 300 W

Preliminary PUD 3D View

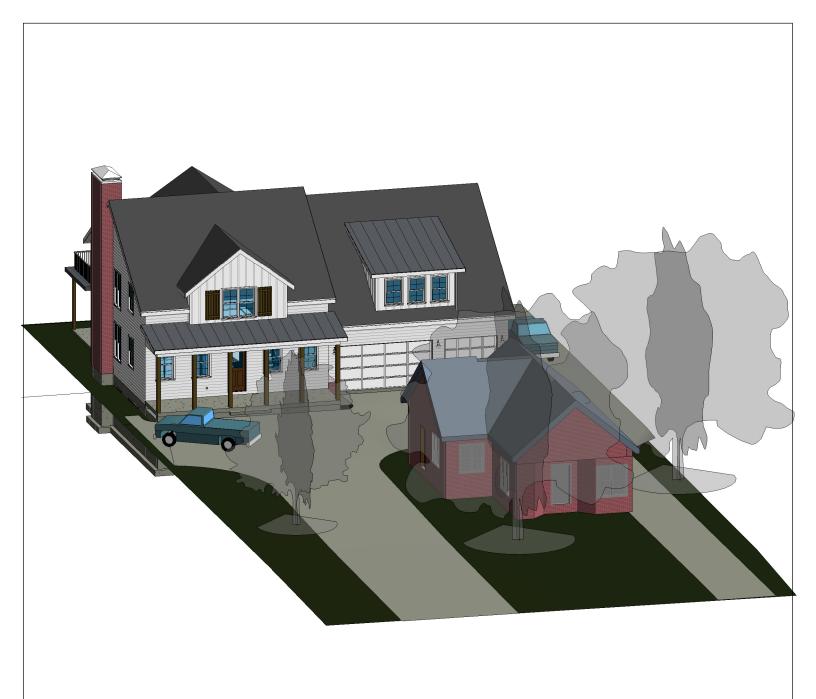
5/1/2024 10:30:28 AM





 Contact:
 SYCAMORE
 Preliminary PUD Site Plan

 Anna May 801-403-5582 Anna2may@gmail.com
 LANE Date 01/19/2024 Drawn by Checked by Scale 3/64" = 1'-0"



3D Representation

Contact:

Anna May 801-403-5582 Anna2may@gmail.com SYCAMORE LANE

59 S 300 W

Preliminary PUD 3D

Project number
Date 01/19/2024
Drawn by Author
Checked by Checker Scale



Street View Elevation (New and Old Home)
3/32" = 1'-0"





New Home Front Elevation
1" = 20'-0"

New Home Rear Elevation
1" = 20'-0"

# Contact:

Anna May 801-403-5582 Anna2may@gmail.com

# SYCAMORE LANE

59 S 300 W

# Preliminary PUD Elevations

Project number		
Date	01/19/2024	F6
Drawn by	AM	
Checked by		Scale As indicated

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

## <u>DEVELOPMENT AGREEMENT</u> FOR THE SYCAMORE LANE PUD SUBDIVISION

TH	IS DEVELOPMEN	T AGREEMENT (the "Agreement") is made	and entered into as
of the	_ day of	, 2024, by and between <b>FARM</b>	INGTON CITY, a
		ereinafter referred to as the "City," and NAT	HAN M. MAY &
ANNA M.	MAY, hereinafter re	eferred to as "Developer."	

#### **RECITALS:**

- A. Developer owns Parcel 08-089-0004, located at 59 South 300 West, which consists of .313 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 Sycamore Lane PUD Subdivision (the "Project"). Developer has submitted an application to the City seeking approval of the PUD overlay zone in accordance with the City's Laws.
- C. The Property is presently zoned under the City's zoning ordinance as Original Townsite Residential (OTR). 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. Developer expressly agrees to the terms and conditions of this Agreement and acknowledges that this Agreement shall run with the land until its termination.
- 3. <u>Compliance with Current City Ordinances</u>. Unless specifically addressed in this Agreement, Developer agrees that any development of the Property shall be in compliance 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.** <u>Compliance with Plans.</u> Development shall be completed in substantial compliance with Project shown in Exhibit "B" including but not limited to details regarding:
  - a) Location of Buildings. Buildings which currently exist and are proposed to be built on the Property shall be placed in accordance with Exhibit B.
  - **b) Modification to Historic Home**. The historic home located on the West side of the Property shall undergo modifications in order to render it a contributing property, as described in Section 6.
- **5.** Alternative Development Standards. Pursuant to Utah Code Ann. § 10-9a-532(2)(a)(iii), this Development Agreement contains terms that conflict with, or is different from, a standard set forth in the existing land use regulations that govern the Property. This Agreement, which has undergone the same procedures for enacting a land use regulation, overrides those conflicting standards as it relates to this Project, as follows:
  - a) Location of Accessory Dwelling Unit: This approval overrides the ordinary restriction against accessory dwelling units being located in the front yard. *See* Farmington Municipal Code § 11-17-050(A). The restoration and preservation of the historic home warrant the deviation from usual code requirements in this case.
  - **b) Setbacks.** The new home being constructed as depicted in Exhibit B may be placed fifteen feet (15') of the rear property line on the East side of the lot, and five feet (5') from the side property line on the North side of the lot.
  - **b) Architectural Standards**. Developer will follow OTR design guidelines within the Sycamore PUC subdivision.
- **6.** <u>Developer Obligations.</u> Developer agrees to the following provisions as a condition for being granted the zoning approval sought:

- a) Historic Restoration & Preservation. The home currently onsite and fronting 300 West is non-contributing due to an addition to the home on its North side. Developer agrees that part of the improvements on the Property include the removal of the addition and making necessary improvements so that it can be designated as a contributing historical resource, as that term is defined in Chapter 39 of the Farmington Municipal Code.
- **b) Technical Review**. The Developer will meet all requirements of the city's DRC (Development Review Committee).
- c) Notification of Restriction. Developer acknowledges that the obligation undertaken in this section is a restriction of applicant's rights under clearly established law i.e., the City cannot normally require the planting of trees or preservation of homes as indicated. However, Developer agrees that it is willing to accept this restriction in exchange for the benefits received from the City through this Agreement.
- 7. 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.
- **8.** 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.
- **9.** 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.
- 10. <u>Legal Rights.</u> The Developer has had the opportunity to be represented by counsel and has had an opportunity to receive advice on this matter. The Developer agrees that any obligation entered into in this Development Agreement that may be construed as a restriction of the Developer's rights under clearly established state law, then its inclusion in this written agreement constitutes adequate disclosure under section 10-9a-532(2)(c)(i) of the Utah Code. The Developer agrees that it will not attempt to void any obligation identified in this Development Agreement under section 10-9a-532(2)(c)(ii), and agrees to waive any objection to a condition of this Development Agreement pursuant to that subsection of Utah law.
- 11. <u>Notices</u>. 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: Nathan & Anna May

791 South Rice Rd. Farmington, UT 84025

To the City: Farmington City

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

- 12. <u>Default and Limited Remedies</u>. 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, <u>but excluding the award or recovery of any damages</u>. 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.
- **13.** 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.
- 14. <u>Vested Rights</u>. The Parties 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.
- **15.** 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.

### 16. 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 City's laws and 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 3, 0, and 6.c) 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.
- 17. <u>Attorneys' Fees</u>. 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.
- **18.** 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.
- 19. <u>Headings</u>. 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.
- **20.** <u>Non-Liability of City Officials, Employees and Others.</u> 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.

- **21.** 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 and the approval of associated development agreements. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge is successful. In such case, this Agreement is void at inception.
- **22.** 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.
- 23. 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.
- **24.** 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.
- **25. 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.
- **26.** 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.
- **27.** Recordation. This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.
- **28.** Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.

- **29. 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.
- **30.** 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.

**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"
		Nathan M. May
		Anna M. May
STATE OF UTAH	) : ss.	
On this day of	)	, 2024, personally appeared before me,
	A. May, who be	eing by me duly sworn, did say that the
		Notary Public

# **FARMINGTON CITY**

		By
		Brett Anderson, Mayor
Attest:		
DeAnn Carlile City Recorder		
STATE OF UTAH	) : ss.	
COUNTY OF DAVIS	)	
	by me duly swo	, 2023, personally appeared before me, orn, did say that he is the Mayor of Farmington at the foregoing instrument was signed on stated.
		Notary Public
Approved as to Form:		
Paul H. Roberts		
City Attorney		

## **EXHIBIT "A"**

# PROPERTY DESCRIPTION

# Davis County Parcel ID #08-089-0004

BEG AT SW COR OF LOT 3, BLK 5, PLAT A, FARMINGTON TS SURVEY; TH E 10 RODS; TH N 5 RODS; TH W 10 RODS; TH S 5 RODS TO POB.

CONT. 0.313 ACRES.

After some infill development attempts in the 1990s, residents were becoming vocal in opposition, as evidenced in a 2002 meeting. Specifically, residents expressed opposition to duplexes, absentee owners, and flag lots. What made this area of Farmington unique was the historic homes didn't have visible garages designed front and center. Almost 30% of the existing homes had no garages at all. Only 11% had garages projecting past the front door of the home, as many were detached and/or setback from the home. That is why downtown is different from other neighborhoods. Another unique feature was that there were very few two-story homes, as 76% were one-story homes. For 77% of the homes, there were dominant front porches. Post 1960, those porch features fell out of favor. Now three-car garages are the norm in other neighborhoods. In the 1990s, vinyl fences were big, but Old Town did not have any vinyl fences.

After the OTR was adopted, they mistakenly thought they were in a historic district. Staff had to educate people about what the OTR zone actually was. There is a lot of flexibility in the OTR zone because of the wacky lot sizes. For example, setbacks can be deviated from by a maximum of 15 feet. Design standards for garages, fences, roofs, etc. were enacted.

The first OTR zone was adopted in the Rock Church district, a neighborhood that became strong allies going forward. Results of the OTR zone were stability and reinvestment. Farmington Elementary was the second most walked-to school in the district. These benefits were shared with residents during the Jan. 22, 2024, meeting. The aim is to preserve the look and feel of Main Street without a heavy government hand.

In the proposed landmark district, there really are two distinct areas with different needs. South Main is south of State Street and has a predominant underlying zone of R-4 and Multiple-Family Residential (R-8) rather than OTR. Staff felt it best to have a separate meeting for this group on Jan. 29, 2024. The "Southerners" are those owning the seven lots south of State Street, and they really don't' want the historic landmark district because they are already preserving their homes well and they don't want government telling them what to do. Staff explained that the landmark district is to protect their current homes when other people may own their land in the future. There are two types of property rights: one for the individual, and one that protects you from what your neighbor may do to you. Staff informed residents about the Planned Unit Development (PUD) Chapter 27, which is undergoing some changes currently. This spells out that if a historic home is preserved, it allows a lot of flexibility for additional development such as duplexes.

**Petersen** said Farmington's Main Street is like no other, especially considering neighboring cities like Bountiful and Kaysville. It is more like a New England Main Street with clusters of stuff. Alternatives are no landmark district (Option A), or a landmark district with two different options (Option B and C). The first agenda item tonight is in the OTR zone, and they are asking for a PUD, which allows them flexibility. Usually an Accessory Dwelling Unit (ADU) has to be in the back, but the applicant is asking for flexibility to have an ADU in the front. The benefit for the City is preserving a historic home. Access needs to be provided to the back lot, and the garage should not be front and center. Access has to be 20 feet wide.

**REGULAR SESSION Present:** Chair John David Mortensen; Vice Chair Frank Adams; Commissioners Tyler Turner, Samuel Barlow, Joey Hansen, Kristen Sherlock, and George (Tony) Kalakis; Alternate Commissioner Spencer Klein; Community Development Director David Petersen; Assistant Director/City Planner Lyle Gibson; City Planner/GIS Specialist Shannon Hansell; and Planning Secretary Carly Rowe. **Excused**: Alternate Commissioner Brian Shepherd.

Chair John David Mortensen opened the meeting at 07:02 pm.

## SUBDIVISION / PLANNED UNIT DEVELOPMENT & REZONE APPLICATION(S) - public hearings

Item #1 - Nathan & Anna May - Applicants are requesting a recommendation for a Preliminary Planned Unit Development (PUD) Master Plan for the Sycamore Lane PUD at 59 S. 300 W. The PUD would allow the construction of a new home on the east side of the property while maintaining the historic home as an Accessory Dwelling Unit (ADU) in its current location in front of the new home. The property includes 0.31 acres in the OTR (Original Townsite Residential) zone. (S-3-24)

Community Development Director **David Petersen** introduced this agenda item. The subject property is 0.31 acres. The proposed plan consists of a new home to the east of the existing historic home. The historic home has an addition which is planned to be removed, but the applicant is preserving the historically significant part of the home and plans to use it as an Accessory Dwelling Unit (ADU). ADUs are a permitted use in the OTR zone, but not in the front yard; this is the reason the applicant has applied for a PUD. To justify this flexibility, the applicant has agreed to enter into a Development Agreement (DA) to preserve the existing historic dwelling. It will help preserve the ambiance of the street

and the existing trees. In order to get the flexibility to do that, the applicant needs the PUD approved. The three-car garage would be behind the historic ADU and difficult to see from the street. The ADU will have its own place to park.

The applicant also owns a 10,000 square foot landlocked lot behind the proposed site of the new home. The rare legally nonconforming lot predates the ordinance, and therefore could have a single-family lot on it in the future if there is access to it. There is 15 feet from the side of both the existing home and proposed home and the lot boundary, but the Fire Department wants 20 feet of width. **Petersen** said the proposed home could be shimmied to one side to make way for access. This was reviewed with the City Attorney, who encouraged figuring this out sooner than later in consideration of the back lot. Another option is to combine the two lots into one, but that would cause the loss of a legal lot, which is major.

Applicant **Anna May** (791 S. Rice Rd., Farmington, Utah) purchased the property 20 years ago, and she and her husband, **Nathan May**, lived there for 15 years. They have been researching this proposal for years and have been in talks with neighbors regarding preserving the current home and gaining access to the back lot. They want to preserve the sycamore trees and red brick portion of the historic home. They would love to have access to the back, but right now are hoping to use it for gardening or animals. They want to keep the back lot for future posterity. They designed the new home particularly so you could see the porch from the street.

Commissioner **Kristen Sherlock** asked if there are plans to combine or separate the two lots in the future. The applicant(s) said not right now, as they hope to use it for their fruit trees and small animals. They would like to have access eventually.

Vice Chair **Frank Adams** said that before recommending this to the City Council, the Commission needs to find things to be true, which includes adjacent lots. Right now, it may not be an issue to have no access to that back lot, but it could be in the future. This could cause future litigation if it is not handled now.

Chair John David Mortensen opened the public meeting at 07:22 PM.

**Greg Smith** (94 W. State Street, Farmington, Utah) grew up in the house south of this property. His parents reside there, raising sheep over the years, and said nothing will happen in regard to easements until their "names are on headstones." However, he supports the ideas the **Mays** have.

Chair John David Mortensen closed the public meeting at 07:24 PM.

Commissioner **Tyler Turner** asked if the new home could be right against the property line to the north with zero clearance. **Petersen** said they could do a zero-lot line but they couldn't have any doors or windows on those sides. He also suggested some ideas regarding easements and landscaping with a minor redesign (moving the home), but it would move the porch to behind the current home/future ADU. He said the **Smiths** could get eight or maybe nine units on their property, and could even get a bonus of one or two units if they put a PUD overlay over all three parcels and give up an easement to the **Mays. Turner** said he loves the look from the street.

Assistant Director/City Planner **Lyle Gibson** said a zero-lot line could be allowed, but then there would be a problem with the building code if it was not 5 feet off the property line. **Petersen** said the City Attorney agrees with **Adams**, and it would be dicey to access the back of the lot by going from the north of the existing home, then shifting to the south of the new home, even if 20 feet were available to the south. This is an opportunity to rectify the situation. The Development Review Committee (DRC) has looked at this, and the Fire Department is part of the DRC. **Adams** said if the Fire Department allowed parking in the 15 feet to the south, they would probably not want any parking there.

Commissioner **Samuel Barlow** is in favor of the ADU, but the new house many need to be redesigned to solve the access issue. **Petersen** said lot coverage requirements are met with this proposal using the flexibility of the PUD. The ADU is subordinate in height and size to the main structure, which would be the proposed new home.

Commissioner **Joey Hansen** asked the timeline on this project. Applicant **Nathan May** answered that they would like to start construction as soon as they can secure financing. Both he and his wife have lived in Farmington for 40 years, and owned the home for 20 years. He has already paid his architect for drawings and engineering, and he is hesitant to amend them. There is currently 10 feet between the existing house and the tree. The Fire Department said an "S" shaped driveway would be too tight of a curve for them, so that is not an option. They are trying to preserve the tree, and digging a basement may compromise the trees. Therefore, the proposed new home does not have a basement. They have been exploring these possibilities for a decade; however, they have never considered access from the back of the house.

**Mortensen** loves the proposed project as well, as it represents something the City will see more and more of as infill lots get developed. The challenge is the applicant is asking to do something that is not allowed by ordinance. It can be allowed if the Commission recommends a PUD. The Commission has a responsibility to the ordinances as written as well as to the City to not kick the problem down the road. The applicant needs additional time to talk with Staff and the Fire Department about options.

**Barlow** said another option is for the applicant to consider the existing historic home the primary dwelling, and then they could build an ADU in the back that is subordinate in size and height to it. They have the right to do that right now. **Adams** said access to the back lot will enhance the value of that lot, so it is worth the time and money to solve this now. **Petersen** said if the lots were combined into one, they would lose the entitlement for another lot on which to build. Losing that lot is like losing \$250,000, which would be questioned by their heirs.

**Sherlock** said she understands the City's position that they need a plan for infilling. She likewise understands the applicants' desire to build their dream home. She also understands maintaining value for the heirs. As a Realtor, she is trying to figure out how to make this work for all three positions. Therefore, she is in favor of tabling this to get more time to figure it out. A rash, quick decision may not be wise.

**Mortensen** said there are three options. One is to recommend the City Council approve, which would move the item on to the Council. Another is to recommend that the Council deny this. The third option is to table it to give the applicant time to work through creative brainstorm and come back in as few as two weeks.

#### MOTION

**Tyler Turner** made a motion that the Planning Commission table this agenda item for continuous vetting and working with the City to find other ways to make this work for the applicant.

Kristen Sherlock seconded the motion, which was unanimously approved.

Chair John David Mortensen	X AyeNay
Vice Chair Frank Adams	<b>X</b> AyeNay
Commissioner Tyler Turner	<b>X</b> AyeNay
Commissioner Joey Hansen	X AyeNay
Commissioner Kristen Sherlock	X AyeNay
Commissioner George Kalakis	<b>X</b> AyeNay
Commissioner Samuel Barlow	X AyeNay

Item #2 - NPE2024 LLC - Applicant is requesting a recommendation to rezone the property at 1926 W. 950 N. from the A (Agriculture) district to the LR (Large Residential) zoning district and recommendation of a Preliminary Planned Unit Development (PUD) Master Plan and Schematic Subdivision Plan for the Ericksen Subdivision (NPE2024 LLC) consisting of four lots on 2.51 acres. (S-9-23)

**Gibson** presented this agenda item. This is a discretionary item for the Commission to consider. The subject property consists of 2.5 acres accessed from 950 North Street (North Station Lane). This property is somewhat isolated in that it is bordered by Haight Creek and the Haight Creek Trail to the west and north, with the Denver and Rio Grande Western (D&RGW) Rail Trail on the east and a pipeline easement within the east side of the property as well. Homes on the other side of the street are separated by a large Right of Way (ROW) and do not front 950 North. This went on sale a few months back and there have been a lot of ideas of how to develop the property. Staff recommends single-family development here, but feels there needs to flexibility due to the shape of the property.

Under the current zoning designation, further development of the property is not feasible. The requested zoning would match the zoning directly to the north and west of the site and, in the opinion of Staff, permits use of the property consistent with the current General Plan designation in the area. The rezone would be required in order to accommodate the requested PUD subdivision.

The applicant has provided a yield plan indicating the potential of five lots in the LR zone, but is looking to create only four (the existing house + three new lots). The existing detached garage would become part of the largest lot (Lot 4) on the north portion of the property, which would be accessed via a flag stem drive as a flag lot. This new drive leading back to Lot 4 would also be the means of access for the southeastern lot (Lot 3) with a shared access easement.

While the large single-family home lots are within the allowed density of the requested zone and meet the dimensional standards allowed per Chapter 11-12, the PUD is necessary for the consideration of the following elements: flag lot allowance, flexibility in setbacks, fencing placement, sidewalk and ROW design.



# Farmington City Planning Commission Staff Report May 23, 2024

# Item 2: STACK R1 – Schematic Subdivision, Project Master Plan and Concept Site Plan, First Amendment to North Farmington Station PMP/DA

Public Hearing: Yes
Application No.: S-6-24

Property Address: App. 950 N Innovator Drive General Plan Designation: CA/BP (Class A Business Park)

Zoning Designation: OMU (Office Mixed Use)

Area: 9.37 acres

Number of Lots: 36 and 2 parcels (R1 Plat) and 32 parcels (master plat)

Property Owner: STACK Farmington Land Applicant: Trevor Evans/STACK

Request: The applicant is seeking a recommendation for approval for schematic subdivision and schematic site plan for the RI project, encompassing app. 135 units on 9.37 acres. As well as seeking recommendation for approval to amend the Project Master Plan/Development Agreement.

## **Background Information**

### PROJECT MASTER PLAN AND DEVELOPMENT AGREEMENT

In 2020, STACK Real Estate entered into a development agreement with the City, planning approximately 143 acres in the North Farmington Station Project Master Plan (PMP-2-20). Included in the agreement was the idea that residential development may only proceed at a ratio of 3 acres for every 1 acre of office. However, the R1 Subdivision project considered today received entitlement to construct residential at any time. The yellow areas on the attached PMP Land Use Map are entitled to residential development. In 2021-2022, the Commission and Council reviewed and approved Canopy Square by Wasatch Development on the orange area between Maker Way, Innovator Drive, and Burke Lane. Now the applicant has approached the City about proceeding with the R1 residential project on the yellow area shown today. With the Wasatch piece having received its initial entitlements for residential development, if R1 receives approval and begins construction, the 3:1 ratio will then come into effect for future projects and, according to the unamended DA, at least 1-acre of office use must have a building permit application prior to any more residential development.

The applicants proposed amendments to the DA are detailed in the table as part of <u>Supplemental Information #3</u>. In summary, the changes regard sections related to:

1. Replacement of existing land use tables known currently in Exhibit "B" shall be replaced with Exhibit "D" (Supplemental Information #4)

- 2. Building heights Section 5a Clarifies the height limit for the R1 area. Maintaining 200 ft. of 2 story buildings before transitioning to up to 36 feet in height for townhome units; and up to 44 feet if a patio or bonus rooms are included. These limits reflect the Sego Homes project to the south. This proposal includes increasing height limits as you move further east from the existing residential and Denver Rio Grande Trail.
- 3. Breaking down land uses Section 5b This section would amend the PMP/DA to include specific development parcels and their allowed uses. Also includes provision for 3:1 ratio, dependent on final site plan approval rather than building permit. See Exhibit "D".
- 4. Office/Residential Ratio Section 5c this section effectively replaces the ratio language in the original agreement with the land use map in SI #4, also known as Exhibit "D". Combined with the building height updates, this change also allows for the consideration of smaller office buildings on parcels O5 through O10.
- Breaking down the "blue" office area Section 5k designates office parcels according to Exhibit "B"
- 6. Parcel dedication new section 5I Parcel A3 on Exhibit "D" will be dedicated to the City for stormwater detention and public use as. The City shall dedicate the same acreage to R1 for a more efficient project area.

The North Station Master Plat and accompanying land uses total 113 acres: 62 non-residential (55%) and 51 residential (45%)

#### SCHEMATIC SUBDVISION AND SCHEMATIC SITE PLAN

The schematic subdivision plan and schematic site plan describe the STACK R1 residential use for the yellow area shown on the proposed Exhibit "D" (SI #4). The schematic subdivision plan describes the entire area for the STACK property in parcels as shown on the Master Plat (SI #5). The breakdown is as follows

- There are 12 commercial parcels ranging from 1.2 acres to 8.4 acres in size.
- There are 10 office parcels ranging from 1.0 acre to 9.5 acres
- There are 10 residential/mixed use parcels ranging from 0.9 acres to 18.4 acres (RW is the Wasatch Development Canopy Square Project).

The Master Plat merely established Parcels, not buildable lots. When each parcel is ready for development in the future, it will require a new plat and specific project review. Example: The Master Plat creates the RI parcel, the RI Subdivision plat deals with the project specifics.

The site plan for parcel R1 shows 135 apartment and townhome units. The townhome units are broken down into individual parcels. In addition to the amendments listed in the previous section – a separate or supplemental DA should be considered by the City Council to include certain deviations to Title 11, Chapter 18 Mixed Use Zones. Items to be addressed in the DA are identified in the conditions of the suggested motion.

#### **Suggested Motion**

Move that the Planning Commission recommend that the City Council approve the schematic subdivision, project master plan, and schematic site plan for the STACK R1 project; and also recommend that the Council approve the proposed amendments to the North Farmington Station PMP/DA. All subject to all applicable Farmington City development standards and ordinances and the conditions:

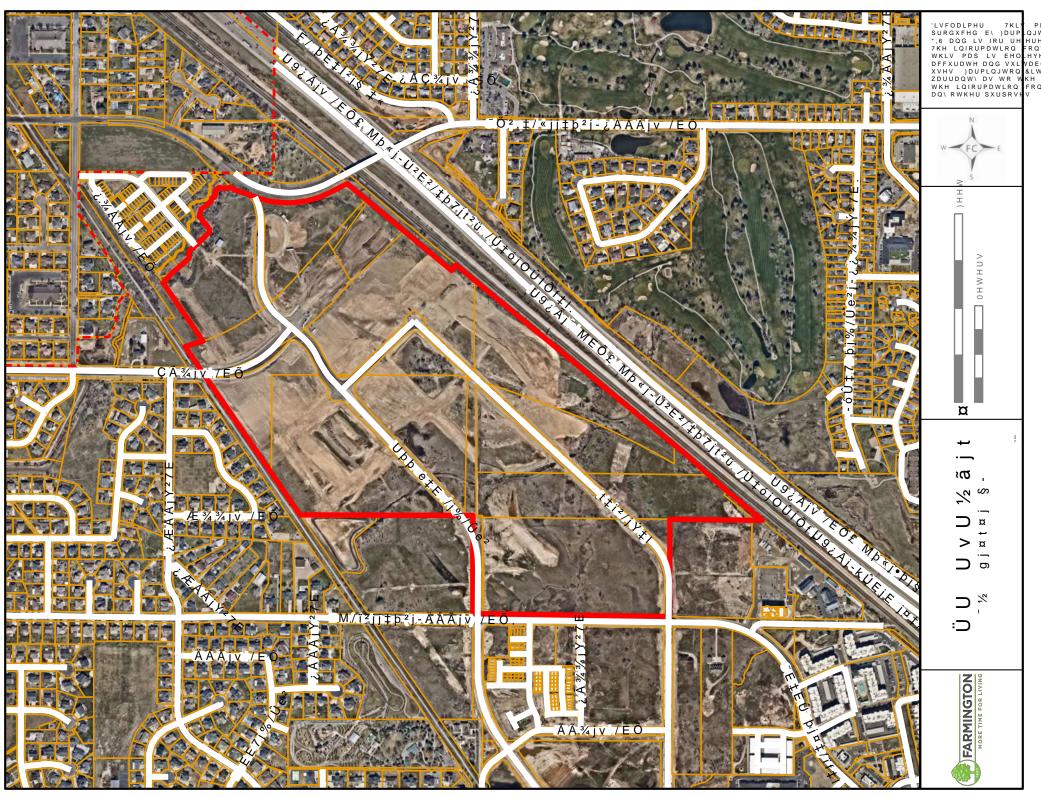
- 1. The proposed DA amendment continue to require that construction be started on office development before the 3 to 1 remaining residential considered for approval.
- 2. The R1 subdivision must address all findings and comments of the Development Review Committee.
- 3. The Master Plat must also address all findings and comments of the Development Review Committee including the addition of easements for utilities, rights of way, remote transit hub, etc. Ownership of parcels A1, A2, and A3 to be resolved before recording. Timing of plat recording also subject to further R1 review particularly as it relates to A3.
- 4. The land exchange between Farmington City and STACK Real Estate for the Parcel A3, must be approved by the City Council as part of the amended DA.
- 5. A Regulating Plan amendment be approved by the City Council
- 6. The City Council address any needed deviations from Chapter 11-18 in a development agreement including but not limited to the following:
  - a. Exceed the maximum and average block faces, sizes and perimeters
  - b. Exceptions to side treatment standards in Table 18.1
  - c. Residential Use not allowed in OMU this is already covered in the existing DA
  - d. Building siting including: lot width, front required build-to-range, side and rear setbacks
  - e. Parking locations, and
  - f. Any other requirements of Chapter 18, as approved by the City Council and Planning Commission
  - g. Moderate Income Housing minimum of 10% of units being available for qualifying households
  - h. Description of site plan including amenities, building heights, possible trail connections, etc.

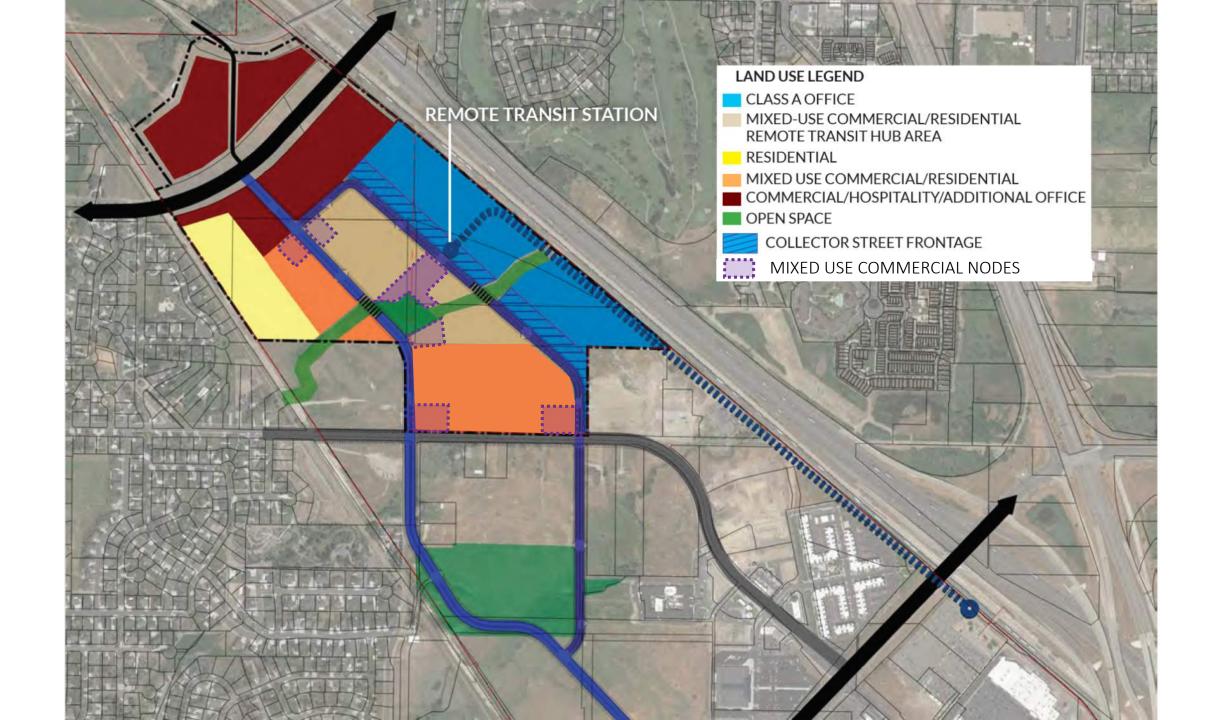
#### Findings:

- The proposed use and site plan are consistent and compliant with the existing approved North Farmington Station PMP/DA, the Station Area Master Plan and the General Plan for the City.
- 2. As part of the overall PMP/DA, the RI plan supports the goals of the North Station Area Master Plan
- 3. The residential use is already approved for the location
- 4. The amended DA provides more clarity regarding future development and allows for a more sustainable variety of office buildings.
- 5. The Master Plat and Exhibit D as included within the amended DA will clean up descriptions for rights of way and project boundaries making future development survey work more accurate and easier to identify and promote.
- 6. The amended agreement includes an additional party, Wasatch Properties, who must also consent to the proposed changes before it is final.

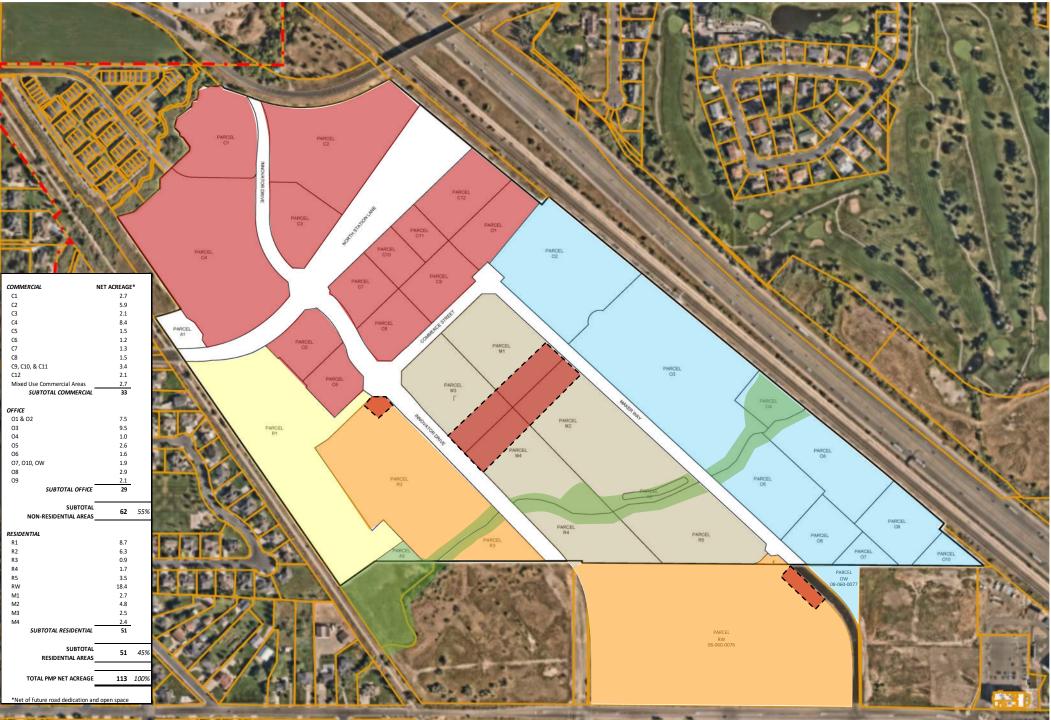
## **Supplemental Information**

- 1. Vicinity Map
- 2. North Farmington Station PMP Land Use Map (existing)
- 3. Proposed amendments to North Farmington Station Development Agreement
- 4. Exhibit "D" broken down land use exhibit for NFS PMP/DA
- 5. North Station Master Plat
- 6. Vicinity Map R1 Schematic Subdivision
- 7. R1 Subdivision Plat
- 8. R1 Schematic Site Plan including elevations and landscape plan
- 9. Existing North Farmington Station Development Agreement





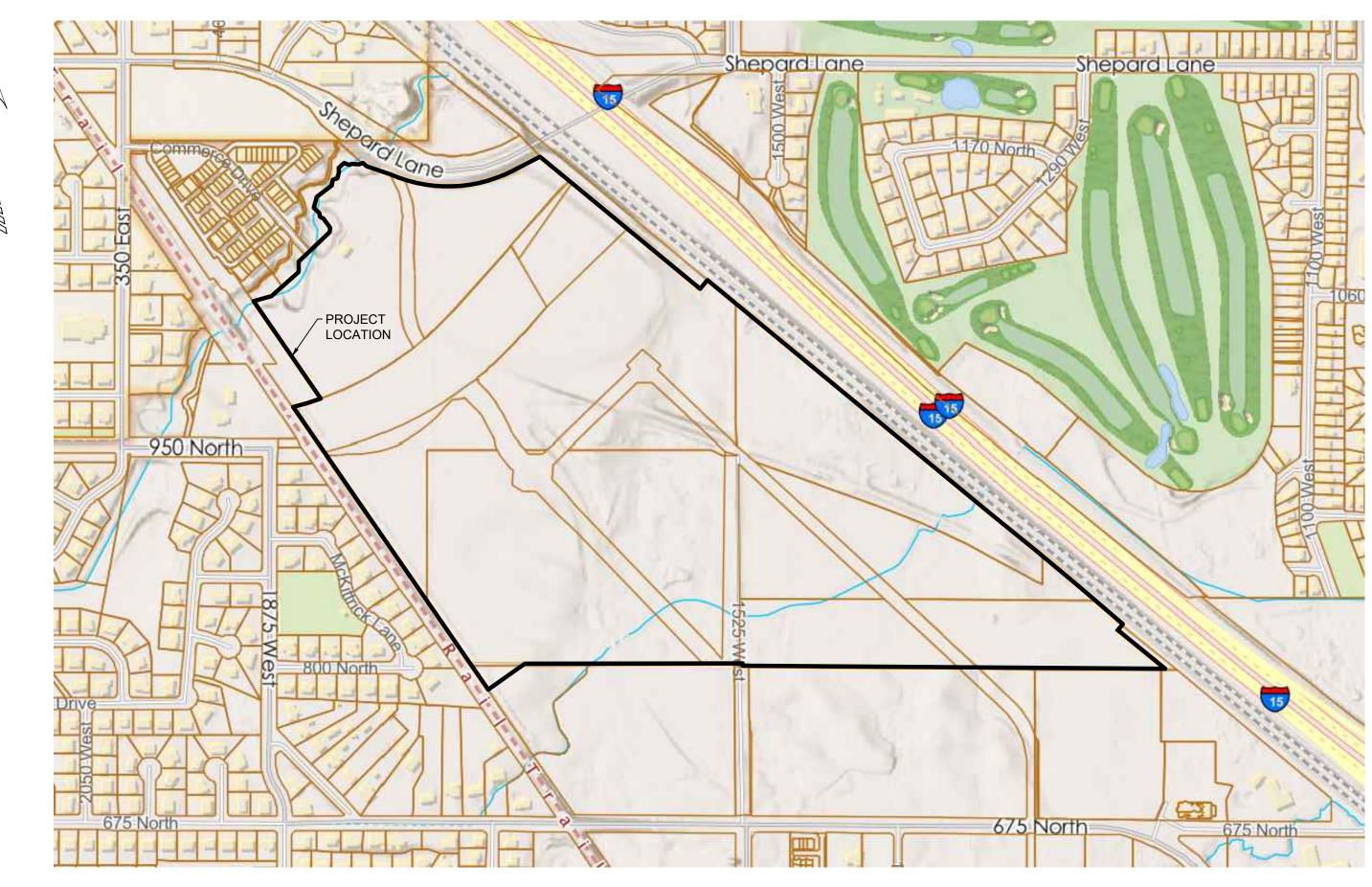
Agreement	Reference	Current	Proposed Amend & Replacement
		BE AN AMENDMENT TO EXISTING DA***	
DA	Recitals		Add amendment recitals
			The land use tables found throughout Exhibit B – Project Master Plan shall be amended and replaced with Exhibit I
DA			North Station Master Plat & Wasatch Parcels attached herein. All other provisions and details of Exhibit B – Project Master Plan shall remain unchanged except as modified by this Amendment.
DA	Section 5 a.	Building Height Limits. Building heights shall be regulated per the PMP, except that the	
	Section 3 d.	maximum building height is four stories in that part of the orange area as shown in the PMP (Mixed Use Commercial/Residential) abutting Commerce Drive, which orange area is by Spring Creek, and those buildings in the yellow (Residential) area as shown in the PMP shall have a two-story element next and/or closest to the UTA DRG&W trail right-of-way, and those buildings in the tan (Mixed-Use Commercial/Residential Remote Transit HUB) areas north of Spring Creek shall have a maximum building height of seven stories, and as referenced in paragraph c., below.	buildings in Residential Parcel R1 that are within 200 feet from the western boundary of the Denver & Rio Grande Western right-of-way shall not exceed two stories or twenty-seven feet (27') in height, except where residential dwelling units are townhomes along the north, east, and south boundary of R1 the height shal exceed thirty-six feet (36') to the top of roof or parapet or fourty-four feet (44') including a rooftop patio and bo room on a fourth level; and those buildings in Residential Parcels R2 and R3 shall have a maximum building height four stories; and those buildings in Residential Parcels M1, M2, M3, M4, M5, R4, and R5 shall have a maximum building height of seven stories; and those buildings in Office Parcels O5, O6, O7, O8, O9, O10, and OW shall have
			minimum height of two stories; those buildings in Commercial Parcels C2, C12, or O1 shall have no minimum heigh
DEVELOPIMENT AGREEMENT	Section 5 b.	Residential Land Use. Residential uses may be allowed in the tan (Mixed-Use Commercial/Residential Remote Transit HUB), yellow and orange areas as shown in the PMP upon review and City approval of conforming land use applications. prepared by the Developer, which shall include building elevations, as part of the City's normal Development Plan Review Process. Residential uses shall be prohibited in the red (Mixed Use Commercial/Additional Office) and blue (Class A Office) areas as shown in the PMP, except as may otherwise be provided in an amended PMP	All heights not mentioned in this section 5 a. shall be governed by the underlying zoning code.  Residential Land Use. Pursuant to Exhibit D attached hereto and subject to the City's normal Development Plan Review process and approval, residential uses may be allowed in Parcels R1, R2, R3, R4, R5, M1, M2, M3, M4 and R and all subdivisions thereof. Parcels R2, M1, M2, M3, M4, and RW shall have a ground floor commercial component generally shown in Exhibit D of at least of 15,000 square feet in aggregate across the aforementioned Parcels.  Residential uses shall be prohibited in all other parcels not mentioned in this section 5 b. At any time, Parcels R1 ar RW may proceed with construction upon final City approval, subject to the City's normal Development Plan Review process and approval. All remaining residential parcels may proceed with construction at a ratio of 3 acres of residential acreage for every 1 acre of either office or commercial acreage that commences construction by the Developer, the measurement of acres shall exclude future open space and road right of way dedications ("Residen: Release Ratio"). For those parcels where a ground lease or a sale of a Developer Parcel occurs to an unaffiliated this party for office or commercial use, such third-party must receive Final Site Plan approval on the subject Parcel in or for such Parcel to count toward the Residential Release Ratio.
DA	Section 5 c.	Office to Residential Acreage Ratio. In the event the Developer receives approval by	Office/Commercial Land Use. Land uses shall be regulated per Exhibit D which aligns with the Farmington Station
AMENDMENTO		the City as set forth in paragraph 5.b above, Developer shall be permitted to proceed with construction upon final approval for the multi-family residential product, shown in orange in the PMP and located along Burke Lane, and, as shown in Yellow in the PMP. The residential uses in yellow shall be subject to maximum height limitation of 36 feet. The remainder of the residential development in the PMP will not be considered for approval until the first office building is under construction in the blue or red area. Once the first office building is under construction in the blue or red area, the remaining residential, if approved, shall be permitted at a ratio of 3 acres of residential (in the orange and/or tan areas) for every 1 acre of office. The Developer shall submit plans for, and process to completion a building permit application for the first office building on or before December 31, 2023; notwithstanding this, the Developer must obtain site plan and building permit approval and commence construction of the first office building in the blue area, with floor plans no less than a 25,000 square foot footprint, no later than one month after the latter of (i) signing a lease or aggregate of leases of 50% or more of the square footage of the first office building and (ii) receiving construction financing.	Area Plan approved by the City in July 2022. The City desires to maintain the Non-Residential and Residential acrea found in Exhibit D throughout the course of the project.
DA	Section 5 k.	Office Park Design Class A Office site plans within the blue area of the PMP shall be	office Park Design. Class A Office site plans within Office Parcels O1, O2, O3, O4, O5, O6, O7, O8, O9, O1
DA	SECTION 2 K.	designed and approved in such a way to accommodate infill buildings and/or parking structures in the future.	and OW of Exhibit D shall be designed and approved in such a way to accommodate infill buildings and/o parking structures in the future.
DA	Section 5 l.	n/a	Parcel Exchange. Pursuant to Exhibit D, Developer shall dedicate Parcel A3 to Farmington City and Farming City shall dedicate the southwest corner of R1, a triangle area encumbered by a Dominion Energy gas easement. The useable acreage outside of the gas easement within the R1 triangle measures less than Parcel A3. The parcel exchange will allow Developer to complete it's proposed development more efficient All earthwork to re-shape the detention pond shall be completed by Developer.



# NORTH STATION

# **MASTER PLAT**

LOCATED IN THE NORTHEAST, SOUTHEAST, SOUTHWEST, AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN FARMINGTON CITY, DAVIS COUNTY, UTAH **MARCH 2024** 



VICINITY MAP NOT TO SCALE

1. (ELECTRICAL GEAR MARKER): ELECTRICAL VAULT FOOTPRINTS UP TO 8'X13' AND ASSOCIATED ELECTRICAL GEAR SHALL EXTEND BEYOND THE TYPICAL 16' PUE.

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DEFINE NEW PARCEL BOUNDARIES WITHIN THE OVERALL SUBDIVISION BOUNDARY. THE OVERALL SUBDIVISION BOUNDARY CONTAINED MULTIPLE PARCELS OF LAND OWNED BY STACK FARMINGTON LAND, LLC, AND

THE BASIS OF BEARING FOR THIS SURVEY IS S.00°14'39"E. BETWEEN THE DAVIS COUNTY SURVEY MONUMENTS MARKING THE CENTER QUARTER CORNER AND THE SOUTH QUARTER CORNER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

NO PROPERTY CORNERS WERE SET IN RELATION TO THIS PLAT. IT IS ANTICIPATED THAT PROPERTY CORNERS WILL BE SET WITH FUTURE FINAL SUBDIVISION PLATTING.

# **BOUNDARY DESCRIPTION**

A TRACT OF LAND LOCATED IN THE NORTHEAST, SOUTHEAST, SOUTHWEST, AND NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. DAVIS COUNTY. UTAH. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 449.10 FEET S.00°14'39"E. ALONG THE QUARTER SECTION LINE AND 29.76 FEET N.89°35'34"W FROM THE CENTER QUARTER CORNER OF SAID SECTION 14 AND RUNNING THENCE N.00°11'08"E. 9.95 FEET; THENCE S.89°55'48"W. 968.15 FEET; THENCE S.54°37'51"W. 199.15 FEET TO THE EASTERLY LINE OF DENVER AND RIO GRANDE WESTERN RAILROAD; THENCE ALONG SAID EASTERLY LINE N.34°36'25"W. 1,526.09 FEET TO A 1430.00 FOOT RADIUS NON TANGENT CURVE TO THE LEFT; THENCE EASTERLY 128.11 FEET ALONG SAID CURVE (NOTE: CHORD TO SAID CURVE BEARS N.73°06'45"E. 128.07 FEET); THENCE N.34°36'25"W. 525.99 FEET TO THE SOUTHERLY LINE OF ARROWGATE PHASE 1 SUBDIVISION, RECORDED AS ENTRY NUMBER 3263392 IN THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE ALONG SAID SOUTHERLY LINE. WHICH LINE IS ALSO THE CENTERLINE OF HAIGHT CREEK, THE FOLLOWING TWENTY (20) COURSES: 1) N.74°31'07"E. 82.39 FEET, 2) THENCE N.48°19'35"E. 161.59 FEET, 3) THENCE N.00°25'01"E. 46.41 FEET, 4) THENCE N.46°29'20"E. 189.60 FEET, 5) THENCE N.07°31'00"E, 19.77 FEET, 6) THENCE N.35°53'27"W, 50.64 FEET, 7) THENCE N.62°53'39"W. 18.56 FEET, 8) THENCE N.06°32'54"W. 15.75 FEET, 9) THENCE N.45°30'22"W. 34.24 FEET, 10) THENCE N.14°58'37"E. 49.64 FEET, 11) THENCE N.52°53'15"E. 83.69 FEET, 12) THENCE N.10°18'38"E. 26.24 FEET, 13) THENCE N.72°37'41"E. 21.42 FEET, 14) THENCE N.14°18'07"E. 27.78 FEET, 15) THENCE N.04°58'30"W. 19.33 FEET, 16) THENCE N.48°28'14"E. 33.00 FEET, 17) THENCE S.69°06'19"E. 24.15 FEET, 18) THENCE N.66°30'00"E. 11.62 FEET, 19) THENCE S.86°20'51"E. 33.86 FEET, AND 20) THENCE N.67°35'14"E. 17.46 FEET TO THE SOUTHERLY LINE OF SHEPARD LANE; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING FOUR (4) COURSES: 1) S.47°06'40"E. 21.90 FEET, 2) THENCE S.71°24'02"E. 113.83 FEET TO A 632.96 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, 3) THENCE EASTERLY 563.43 FEET ALONG SAID CURVE (NOTE: CHORD TO SAID CURVE BEARS N.88°10'42"E. 545.01 FEET), AND 4) THENCE N.62°40'39"E. 133.38 FEET TO THE SOUTHWESTERLY LINE OF OREGON SHORT LINE RAILROAD; THENCE ALONG SAID SOUTHWESTERLY LINE S.50°30'13"E. 922.74 FEET; THENCE N.39°29'47"E. 50.00 FEET TO THE SOUTHWESTERLY LINE OF UNION PACIFIC RAILROAD; THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) S.50°30'13"E. 1.630.98 FEET TO A 19.537.31 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, AND 2) THENCE SOUTHEASTERLY 766.27 FEET ALONG SAID CURVE (NOTE: CHORD TO SAID CURVE BEARS S.50°11'58"E. 766.22 FEET); THENCE S.39°13'03"W. 35.10 FEET; THENCE S.50°47'25"E. 271.40 FEET; THENCE N.89°34'35"W. 567.47 FEET; THENCE N.89°35'34"W. 1,311.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,141,214 SQUARE FEET OR 118.026 ACRES, MORE OR LESS. 36 PARCELS.

NOTE: ROTATE THE ABOVE BEARINGS CLOCKWISE 0°14'50" TO MATCH STATE PLANE COORDINATE SYSTEM BEARINGS.

# RECORD OF SURVEY

A SURVEY THAT INCLUDES THE EXTERIOR BOUNDARIES OF THIS SUBDIVISION PLAT HAS BEEN FILED IN THE OFFICE OF THE DAVIS COUNTY SURVEYOR AND ASSIGNED FILE NUMBER

# OWNER'S DEDICATION

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNERS OF THE HEREON DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO PARCELS AND STREETS, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOWN AS

## **NORTH STATION MASTER PLAT**

I, KYLE W. TURNER, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND

SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NUMBER 7820824 IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, TITLE 58,

CHAPTER 22, OF UTAH CODE: I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE

WITH TITLE 17, CHAPTER 23, SECTION 17, OF UTAH CODE, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE HEREBY SUBDIVIDED SAID PROPERTY INTO PARCELS AND

**NORTH STATION MASTER PLAT** 

STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NONEXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN AND/OR NOTED ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN AND/OR NOTED HEREON.

DATED THIS DAY OF	_ 2024.
STACK FARMINGTON LAND, LLC	BY:
A UTAH LIMITED LIABILITY COMPANY	NAME:
	ITS:
FARMINGTON CITY	BY:
	NAME:
	ITS:

# **ACKNOWLEDGEMENT**

COUNTY OF

. 2024. PERSONALLY APPEARED BEFORE ME. THE UNDERSIGNED NOTARY PUBLIC, THE SIGNERS OF THE ABOVE OWNER'S DEDICATION, IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND

VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.

A NOTARY PUBLIC COMMISSIONED IN UTAH NOTARY PUBLIC NAME:

COMMISSION NUMBER:

MY COMMISSION EXPIRES:

# **ACKNOWLEDGEMENT**

STATE OF

COUNTY OF

DAY OF , 2024, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC. THE SIGNERS OF THE ABOVE OWNER'S DEDICATION. IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.

A NOTARY PUBLIC COMMISSIONED IN UTAH **NOTARY PUBLIC NAME:** 

**COMMISSION NUMBER:** 

MY COMMISSION EXPIRES:

SHEET 1 of 11

#### APPROVED THIS \_\_\_\_\_DAY OF \_ APPROVED THIS \_\_\_\_ DAY OF APPROVED THIS \_\_\_\_\_DAY OF \_ 23228 PROJECT NUMBER WALL CONSULTANT GROUP 2024, BY THE WEBER BASIN WATER CONSERVANCY DISTRICT. 2024, BY THE BENCHLAND WATER DISTRICT 2024, BY THE CENTRAL DAVIS SEWER DISTRICT. KWT **DESIGNED BY** 2139 SOUTH 1260 WEST KWT SALT LAKE CITY, UT 84119 DRAWN BY PHONE: 801-449-1173 CHECKED BY DRW DATE 11/17/2023

FARMINGTON CITY ENGINEER

CENTRAL DAVIS SEWER DISTRICT

BENCHLAND WATER DISTRICT MANAGER

APPROVED THIS \_\_\_\_\_DAY OF \_\_

2024, BY THE FARMINGTON CITY ATTORNEY.

FARMINGTON CITY ATTORNEY

BENCHLAND WATER DISTRICT

PLANNING COMMISSION APPROVAL

FARMINGTON CITY PLANNING COMMISSION CHAIRMAN

APPROVED THIS \_\_\_\_\_DAY OF \_

2024, BY THE FARMINGTON CITY PLANNING COMMISSION.

WEBER BASIN WATER DISTRICT

WEBER BASIN WATER DISTRICT MANAGER CENTRAL DAVIS SEWER DISTRICT MANAGER

CITY ATTORNEY'S APPROVAL FARMINGTON CITY ENGINEER APPROVED THIS \_\_\_\_\_DAY OF \_\_

DATE

2024, BY THE FARMINGTON CITY ENGINEER.

DAY OF APPROVED THIS

CITY RECORDER

CITY COUNCIL APPROVAL

, 2024, BY THE FARMINGTON CITY COUNCIL.

CITY MAYOR

# MASTER PLAT

LOCATED IN THE NORTHEAST, SOUTHEAST, SOUTHWEST, AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN DAVIS COUNTY, UTAH

NORTH STATION

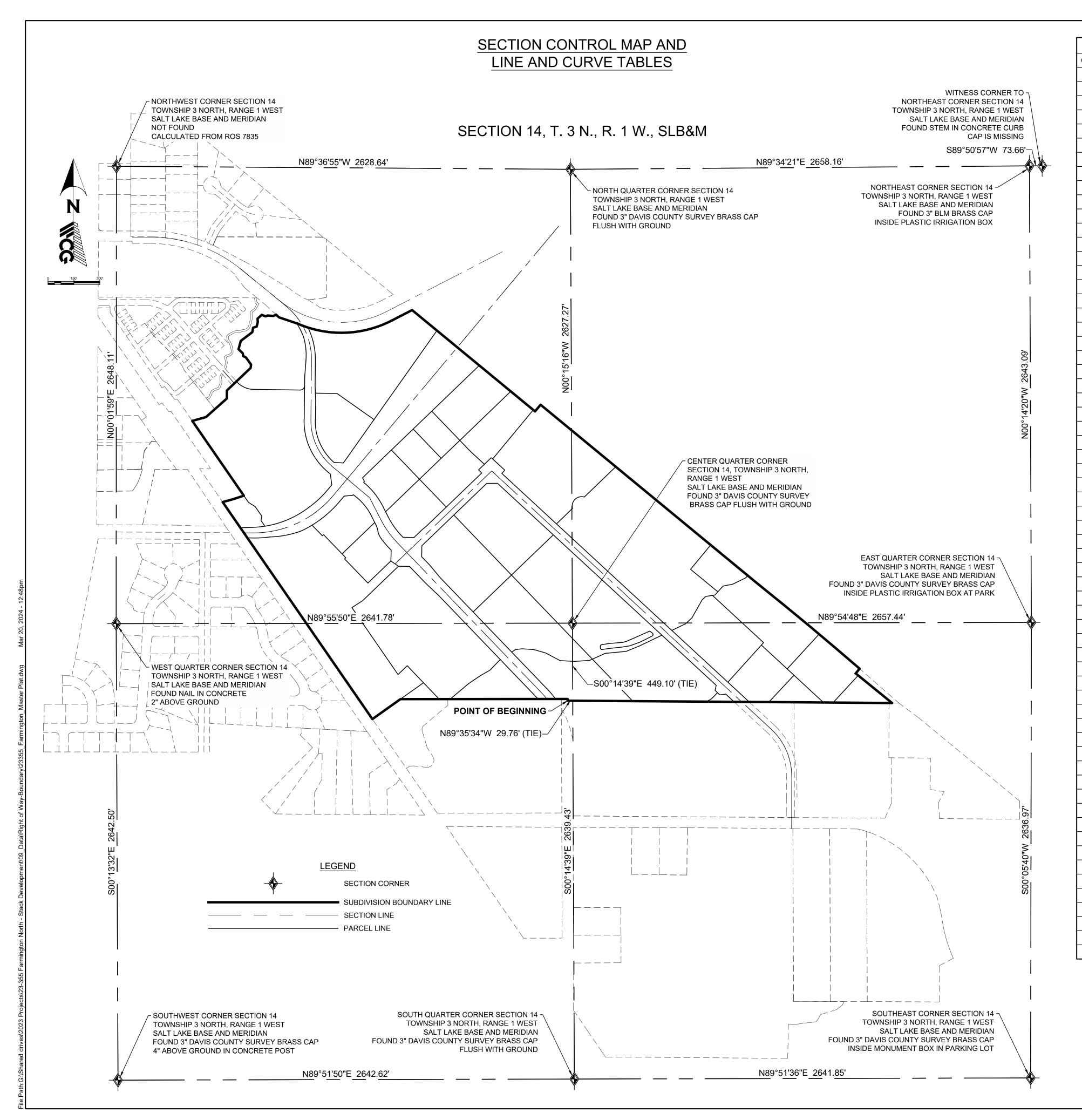
# DAVIS COUNTY RECORDER

RECORDED

STATE OF UTAH, COUNTY OF DAVIS, RECORDED AND FILED AT THE **REQUEST OF** 

DATE	TIME	воок	PAGE

FEE DAVIS COUNTY RECORDER



	1	CUI	RVE TABLE		<u> </u>
CURVE#	LENGTH	RADIUS	CH BEARING	CH LENGTH	Δ ANGLE
C1	44.94'	533.00'	S41°26'39"E	44.92'	4°49'50"
C2	153.75'	525.00'	S35°28'10"E	153.20'	16°46'47"
C3	16.01'	525.00'	S42°59'08"E	16.01'	1°44'52"
C4	137.74'	525.00'	S34°35'45"E	137.34'	15°01'56"
C5	70.18'	525.00'	S40°01'48"E	70.13'	7°39'33"
C6	83.57'	525.00'	S31°38'24"E	83.49'	9°07'15"
C7	309.84'	350.00'	N24°42'33"W	299.82'	50°43'18"
C8	173.56'	350.00'	S35°51'50"E	171.79'	28°24'44"
C9	136.28'	350.00'	S10°30'11"E	135.42'	22°18'34"
C10	213.63'	350.00'	S30°57'35"E	210.33'	34°58'19"
C11	86.29'	350.00'	S06°24'40"E	86.07'	14°07'31"
C12	210.35'	400.00'	N14°24'47"W	207.93'	30°07'47"
C13	142.99'	400.00'	N09°35'21"W	142.23'	20°28'54"
C14	67.36'	400.00'	N24°39'14"W	67.28'	9°38'53"
C15	31.49'	632.96'	S67°44'45"E	31.49'	2°51'02"
C16	33.06'	632.96'	S70°40'03"E	33.05'	2°59'32"
C17	528.04'	600.00'	S65°08'32"W	511.17'	50°25'28"
C18	157.46'	600.00'	N47°26'54"E	157.01'	15°02'12"
C19	370.58'	600.00'	N72°39'38"E	364.72'	35°23'16"
C20	259.90'	600.00'	N52°20'21"E	257.87'	24°49'06"
C21	176.89'	600.00'	N73°11'39"E	176.25'	16°53'32"
C22	91.25'	600.00'	N85°59'51"E	91.17'	8°42'51"
C23	281.77'	650.50'	N52°20'21"E	279.57'	24°49'06"
C24	347.16'	560.48'	N70°29'27"E	341.64'	35°29'22"
C25	9.92'	350.00'	S49°15'28"E	9.92'	1°37'28"
C26	39.16'	25.00'	N44°13'28"W	35.28'	89°45'08"
C27	137.20'	166.50'	N65°29'42"W	133.35'	47°12'41"
C28	123.60'	150.00'	N65°29'42"W	120.13'	47°12'41"
C29	96.91'	629.57'	N86°49'32"E	96.82'	8°49'11"
C30	190.12'	553.86'	N79°12'20"E	189.19'	19°40'03"
C31 C32	70.11' 211.66'	650.50' 650.50'	N61°39'38"E N49°15'05"E	70.08'	6°10'32" 18°38'34"
C33	134.81'	323.52'	S38°06'23"E	133.84'	23°52'29"
C34	26.46'	100.00'	S20°17'33"E	26.38'	15°09'29"
C35	42.02'	102.50'	S24°27'25"E	41.72'	23°29'13"
C36	77.60'	580.50'	S40°01'48"E	77.54'	7°39'33"
C37	9.23'	494.00'	S43°19'27"E	9.23'	1°04'14"
C38	79.10'	572.00'	S39°53'52"E	79.04'	7°55'24"
C39	174.65'	424.17'	S38°00'56"E	173.42'	23°35'27"
C40	125.80'	479.50'	S34°35'45"E	125.44'	15°01'56"
C41	59.45'	1000.00'	S45°34'28"E	59.44'	3°24'22"
C42	198.68'	325.50'	N30°57'33"W	195.61'	34°58'23"
C43	80.04'	324.52'	N05°07'49"W	79.84'	14°07'53"
C44	197.29'	422.50'	N12°43'32"W	195.50'	26°45'17"
C45	70.08'	560.48'	N84°39'13"E	70.04'	7°09'52"
C46	277.08'	560.48'	N66°54'31"E	274.27'	28°19'31"
C47	277.08'	560.48'	N66°54'31"E	274.27'	28°19'31"
C48	145.39'	554.00'	N47°26'54"E	144.97'	15°02'12"
C49	193.64'	390.50'	N35°51'50"W	191.67'	28°24'44"
C50	151.71'	389.56'	N09°49'32"W	150.75'	22°18'45"
C51	133.58'	371.81'	N05°32'26"W	132.87'	20°35'07"
C52	92.93'	377.50'	N26°52'57"W	92.69'	14°06'16"
C53	64.55'	632.96'	S69°14'31"E	64.52'	5°50'35"
C54	498.88'	632.96'	N85°15'25"E	486.07'	45°09'32"
C55	458.31'	19537.31'	S50°39'04"E	458.30'	1°20'39"
C56	307.96'	19537.31'	S49°31'39"E	307.96'	0°54'11"
C57	62.35'	77.00'	S67°12'30"W	60.66'	46°23'51"
C58	39.38'	25.00'	S45°46'32"W	35.43'	90°14'52"
C59	110.00'	133.50'	N65°29'42"W	106.92'	47°12'41"
C60	113.69'	55.00'	N46°10'15"E	94.50'	118°26'02"
C61	47.78'	59.00'	N67°12'30"E	46.48'	46°23'51"
C62	46.81'	89.00'	N75°20'18"E	46.28'	30°08'16"
C63	20.99'	95.00'	N50°20'20"E	20.95'	12°39'32"

	LINE TABLE			
LINE#	BEARING	LENGTH		
L1	S27°04'47"E	64.91'		
L2	S27°08'07"E	55.39'		
L3	N39°55'48"E	46.17'		
L4	N39°55'48"E	46.86'		
L5	N89°38'44"W	52.23'		
L6	S02°08'28"E	82.10'		
L7	N89°06'02"W	24.55'		
L8	S37°13'40"W	76.77'		
L9	N86°42'31"W	51.47'		
L10	S89°01'47"E	63.80'		
L11	S55°35'36"E	53.55'		
L12	S01°58'51"W	62.55'		
L13	S43°51'34"E	13.01'		
L14	S12°42'49"E	16.88'		
L15	S27°08'07"E	14.00'		
L16	S27°08'07"E	41.39'		
L17	S50°03'43"E	29.80'		
L18	N39°55'48"E	5.31'		
L19	N34°36'25"W	48.66'		
L20	N84°55'46"E	49.50'		
L21	N39°55'48"E	40.06'		
L22	S88°49'38"E	31.05'		
L23	N88°14'08"E	72.48'		
L24	N39°55'48"E	43.77'		
L25	N07°30'14"W	63.51'		
L26	N50°04'12"W	17.66'		
L27	N01°24'56"E	13.72'		
L28	N41°53'21"W	2.15'		
L29	N00°39'06"E	50.11'		
L30	N02°08'28"W	42.04'		
L31	N02°08'28"W	40.06'		
L32	N01°50'43"E	9.72'		
L33	N87°00'41"W	54.25'		
L34	S28°22'14"E	22.85'		
L35	S39°55'48"W	7.60'		
L36	S50°04'19"E	8.20'		
L37	S27°04'47"E	31.84'		
L38	S27°04'47"E	33.08'		
L39	S43°26'55"E	21.08'		
L40	S88°49'14"E	63.61'		
L41	N50°17'51"E	34.38'		
L42	N43°52'23"W	25.49'		
L43	N46°07'37"E	46.75'		
L44	N46°07'37"E	55.10'		
L45	S43°52'16"E	53.79'		
L46	S47°16'39"E	10.98'		
L47	S43°15'31"W	25.50'		
L48	N89°34'35"W	56.01'		
L49	N42°08'19"E	19.08'		
L50	N47°16'39"W	65.60'		
L51	S82°50'28"W	34.66'		
L52	S44°00'35"W	39.52'		
L53	N46°45'56"W	19.00'		
L54	N46°45'56"W	19.00'		
L55	N12°07'59"E	30.40'		
L56	S89°25'29"W	62.57'		
L57	N50°10'19"E	86.05'		
L58	N49°53'04"E	54.17'		
L59	N55°49'14"E	83.32'		
L60	N60°17'55"E	61.73'		

LINE TABLE		
LINE#	BEARING	LENGTH
L61	N43°59'37"E	75.76'
L62	N55°48'17"E	10.09'
L63	N55°48'17"E	26.22'
L64	N83°47'20"E	39.14'
L65	S86°16'39"E	66.45'
L66	S74°14'06"E	71.76'
L67	S61°58'49"E	95.04'
L68	S86°59'02"E	84.15'
L69	N85°55'44"E	87.75'
L70	N65°42'50"E	16.80'
L71	N65°42'50"E	81.77'
L72	N84°33'29"E	121.69'
L73	N67°53'30"E	88.17'
L74	N64°18'42"E	139.27'
L75	N64°18'42"E	87.65'
L76	N47°20'43"E	51.21'
L77	N29°24'39"E	118.87'
L78	N46°10'28"E	29.27'
L79	N80°43'32"E	39.74'
L80	N80°43'32"E	14.92'
L81	N42°00'12"E	24.74'
L82	N42°00'12"E	44.62'
L83	N79°20'56"E	57.24'
L84	N63°48'13"E	84.50'
L85	N39°29'47"E	17.08'
L86	S00°32'12"E	16.89'
L87	S40°06'13"W	6.51'
L88	S80°44'38"W	45.74'
L89	S85°15'17"W	80.78'
L90	S73°35'04"W	26.04'
L91	S66°15'23"W	141.36'
L92	N81°42'01"W	5.31'
L93	N49°39'24"W	18.61'
L94	N12°39'56"W	7.00'
L95	N25°06'51"E	7.00'
L96	N62°06'19"E	37.42'
L97	N64°11'24"E	45.38'
L98	N70°14'27"E	62.20'
L99	N81°11'55"E	51.55'
L100	N84°11'06"E	59.38'
L101	N81°28'41"E	53.34'
L101	S49°15'08"E	9.02'
L102	N43°27'34"W	60.32'
L104	S46°07'37"W	73.73'
L105	N34°36'25"W	39.64'
L106	N10°45'26"E	25.51'
L107	N34°36'25"W	68.53'
L108	N58°57'03"W	44.04'
L109	N41°53'21"W	1.22'
L110	N41°53'21"W	1.68'
L111	N46°07'44"E	9.50'
L112	N43°52'16"W	30.84'
L113	S01°08'02"W	63.64'
L114	N44°00'35"E	42.97'
L115	N60°16'10"E	7.91'
	N44°00'35"E	36.06'
L116	, 55 55 <u>L</u>	20.00
	N80°43เรอเ⊏	5/1 66'
L117	N80°43'32"E	54.66'
L117	N42°00'12"E	69.36'
L117		

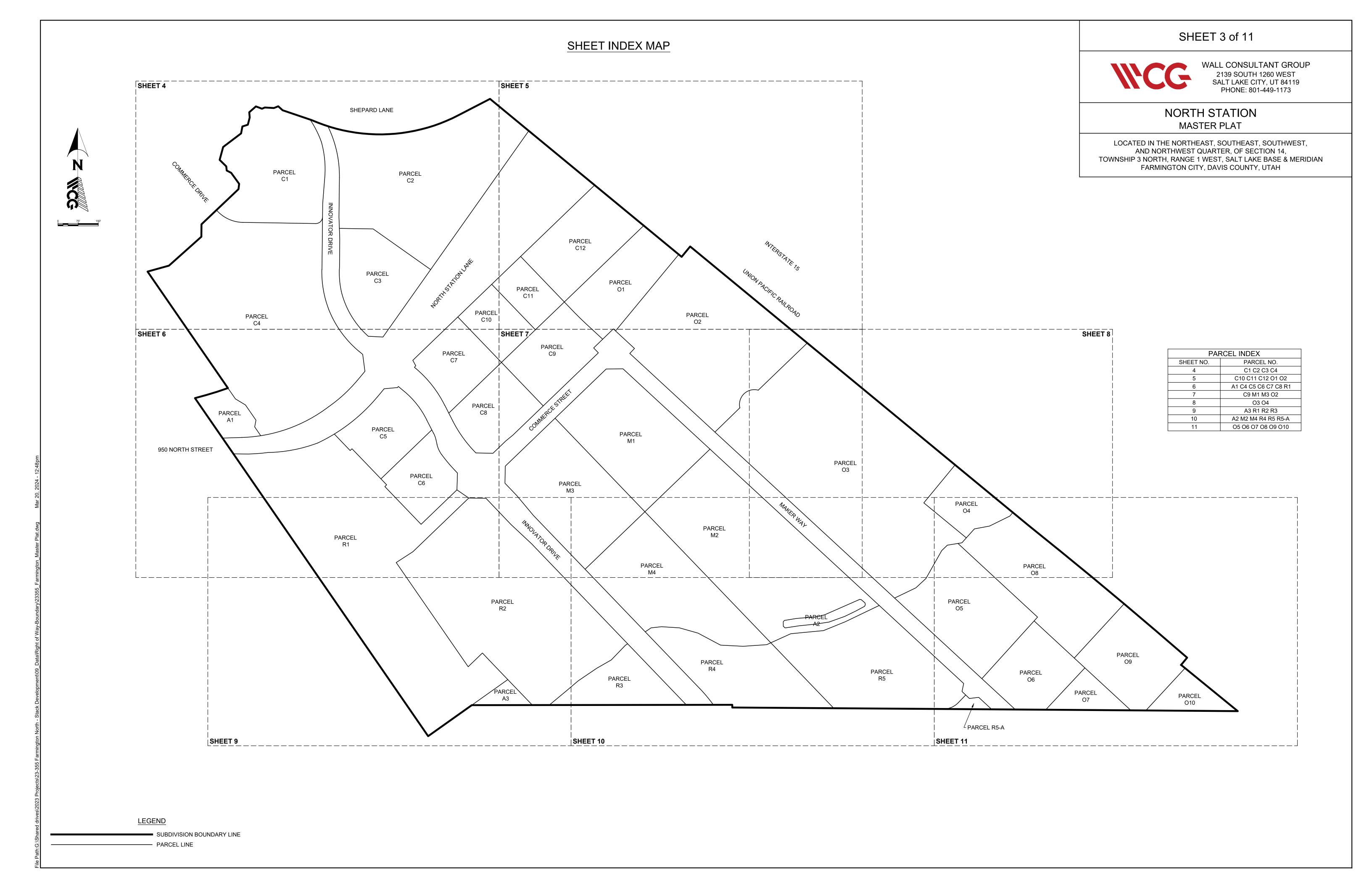


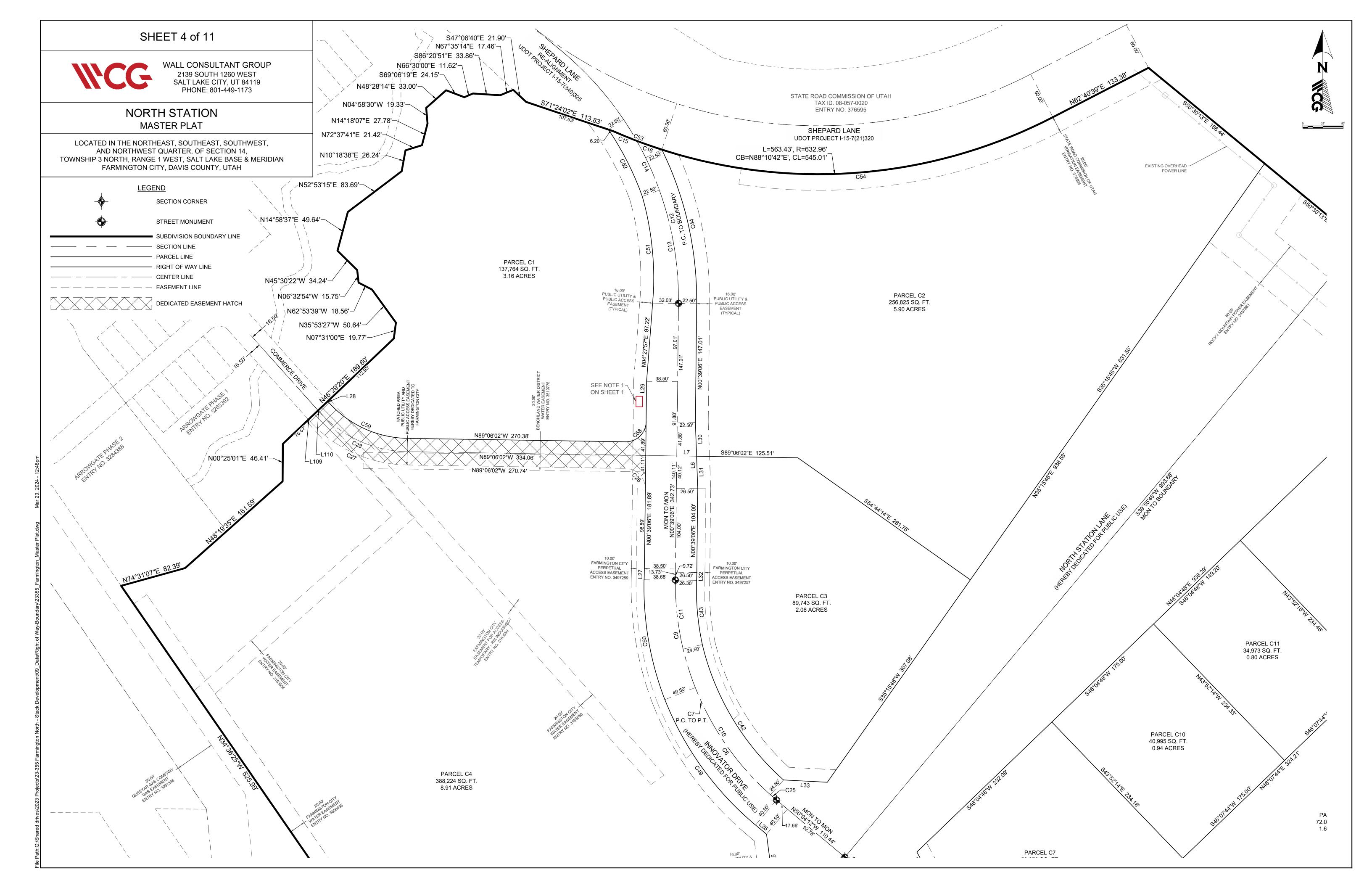
WALL CONSULTANT GROUP 2139 SOUTH 1260 WEST SALT LAKE CITY, UT 84119 PHONE: 801-449-1173

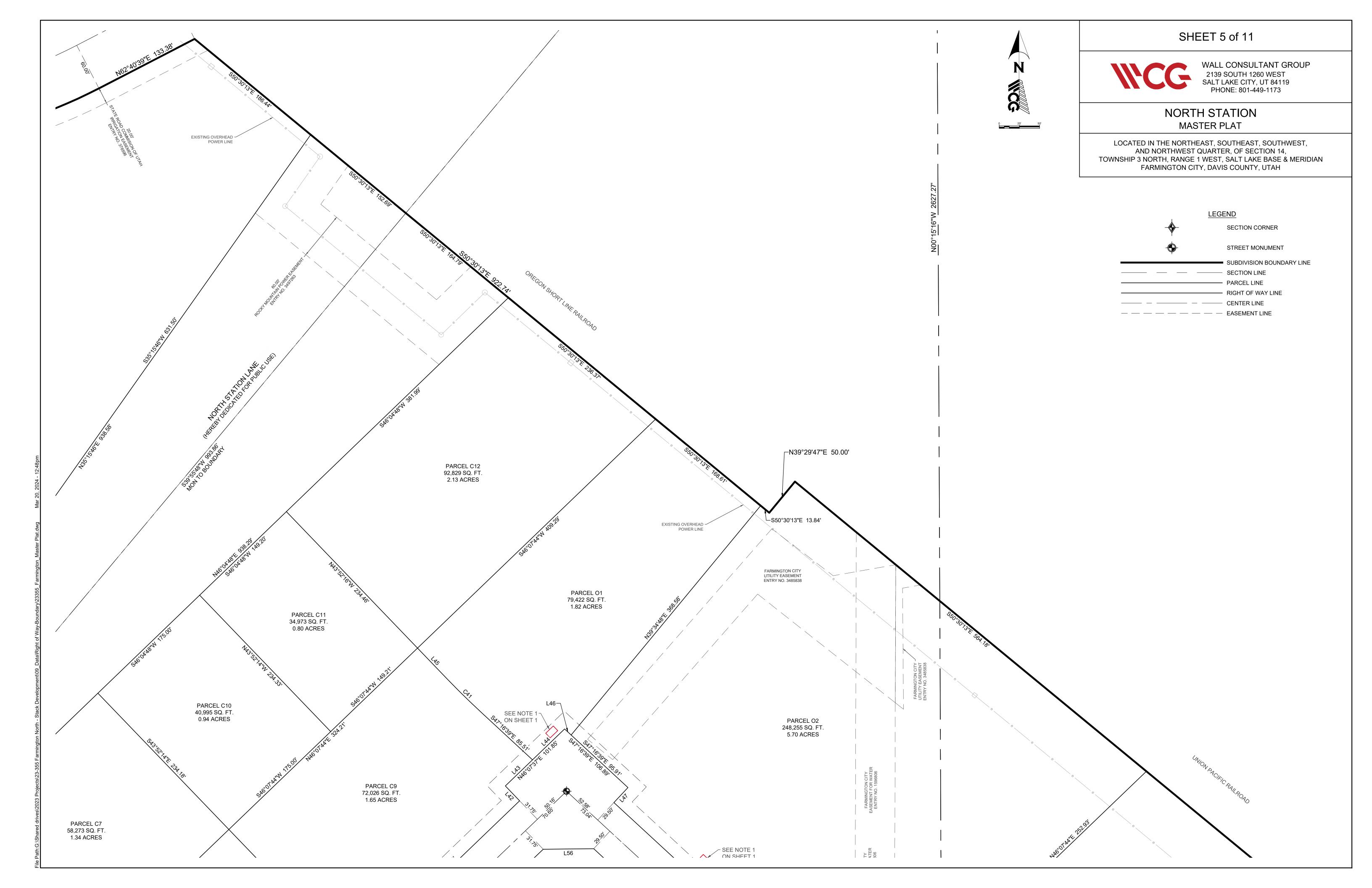
# NORTH STATION MASTER PLAT

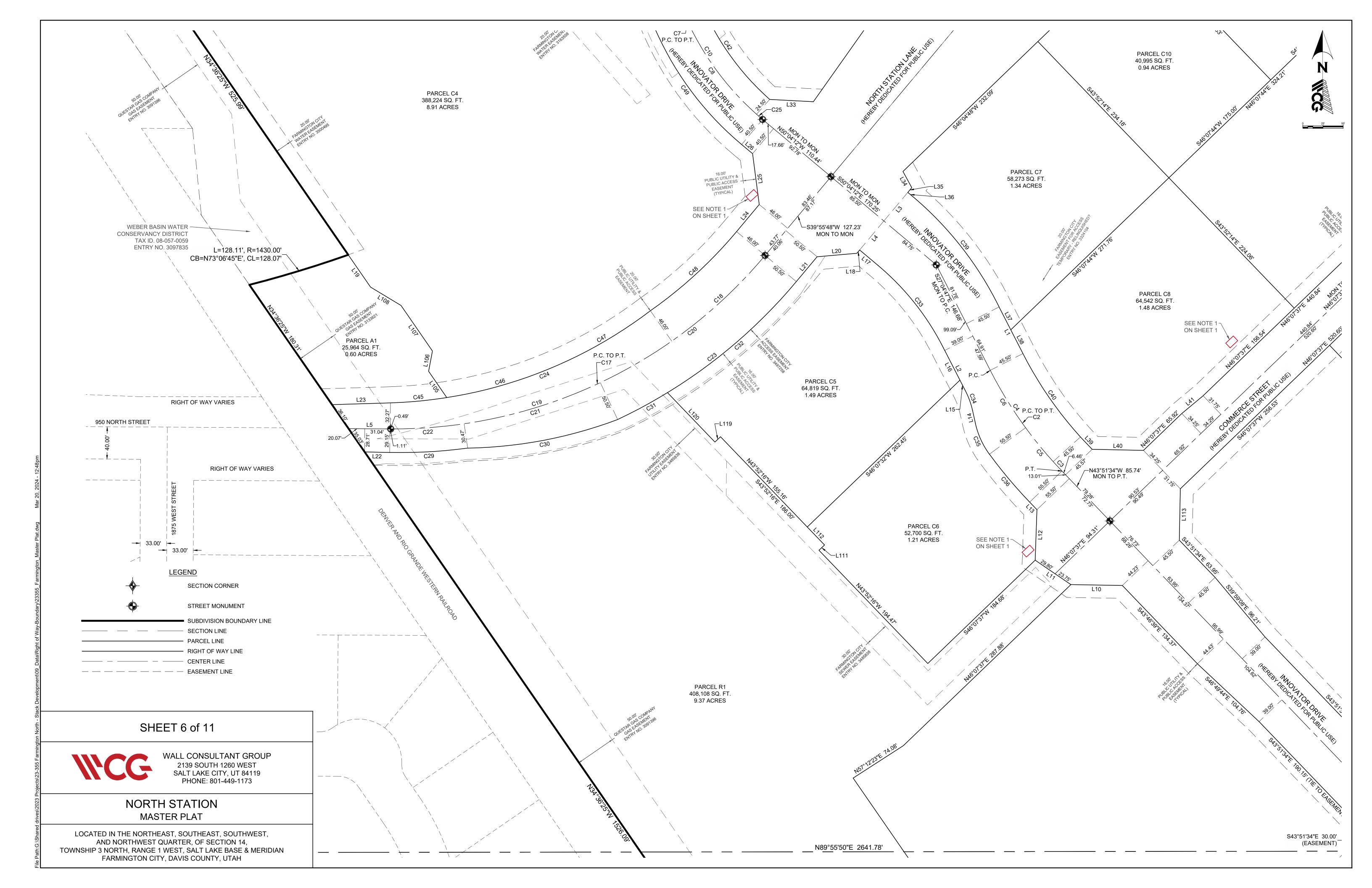
LOCATED IN THE NORTHEAST, SOUTHEAST, SOUTHWEST,
AND NORTHWEST QUARTER, OF SECTION 14,
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH

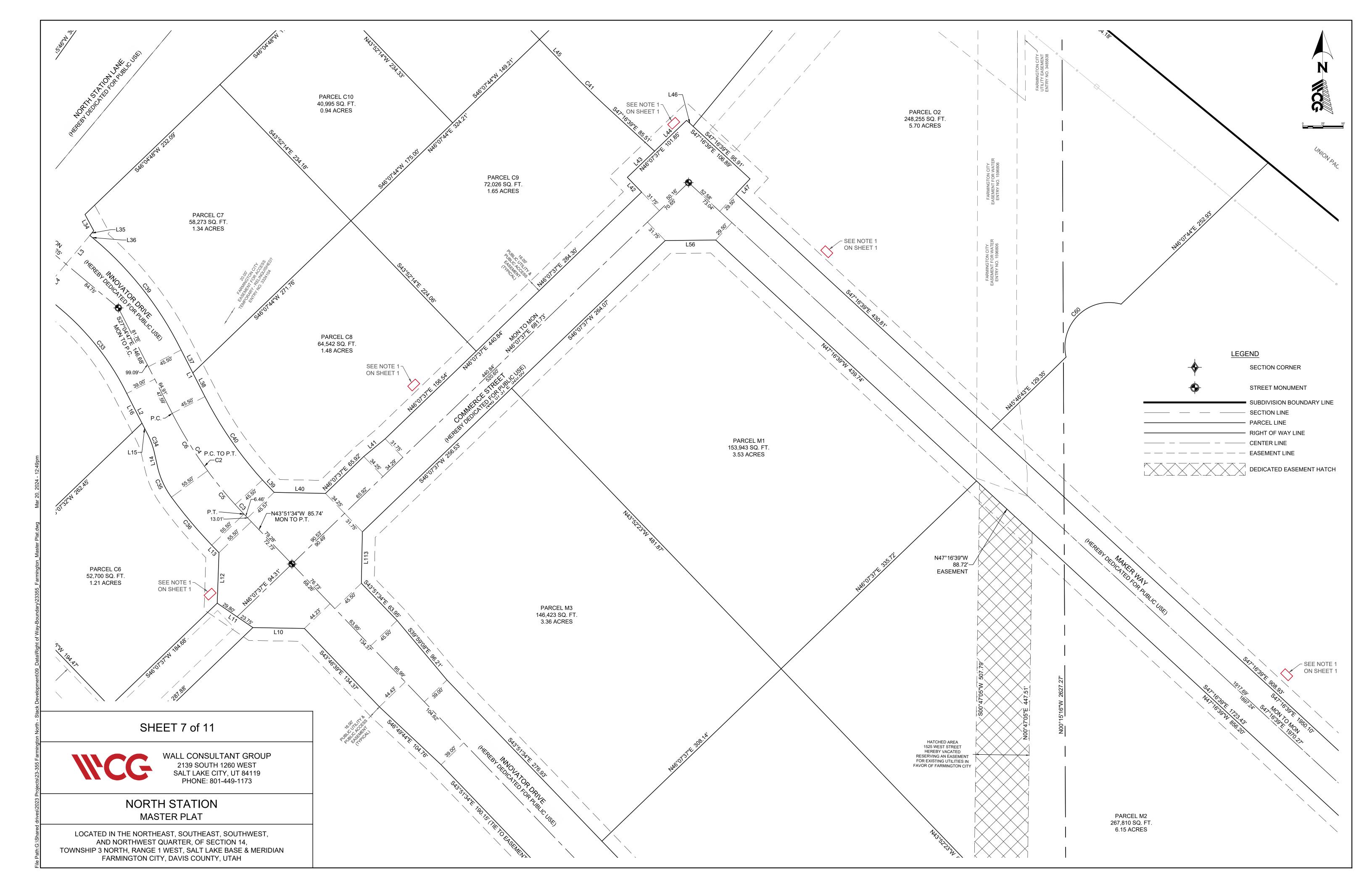
SHEET 2 of 11

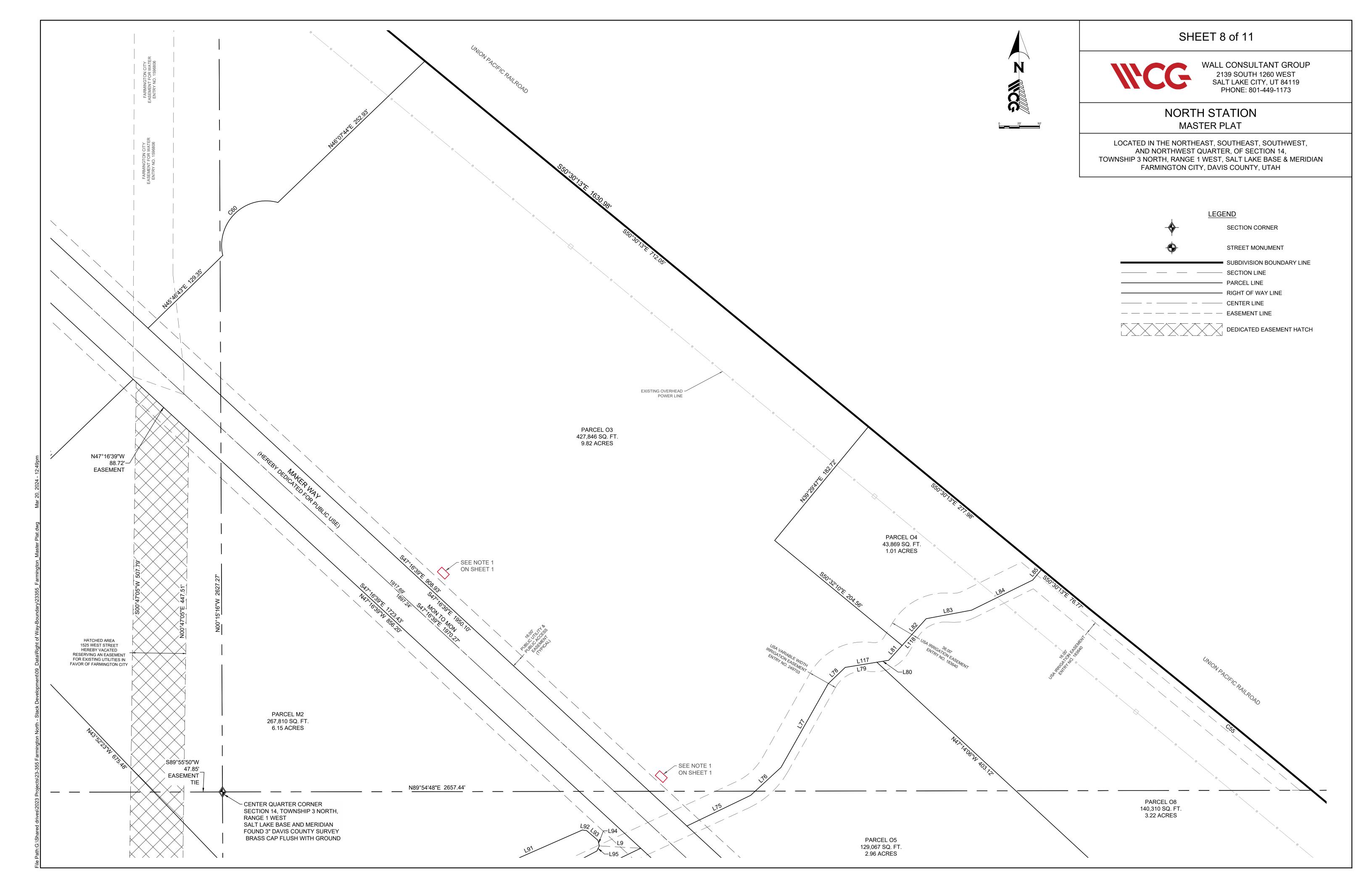


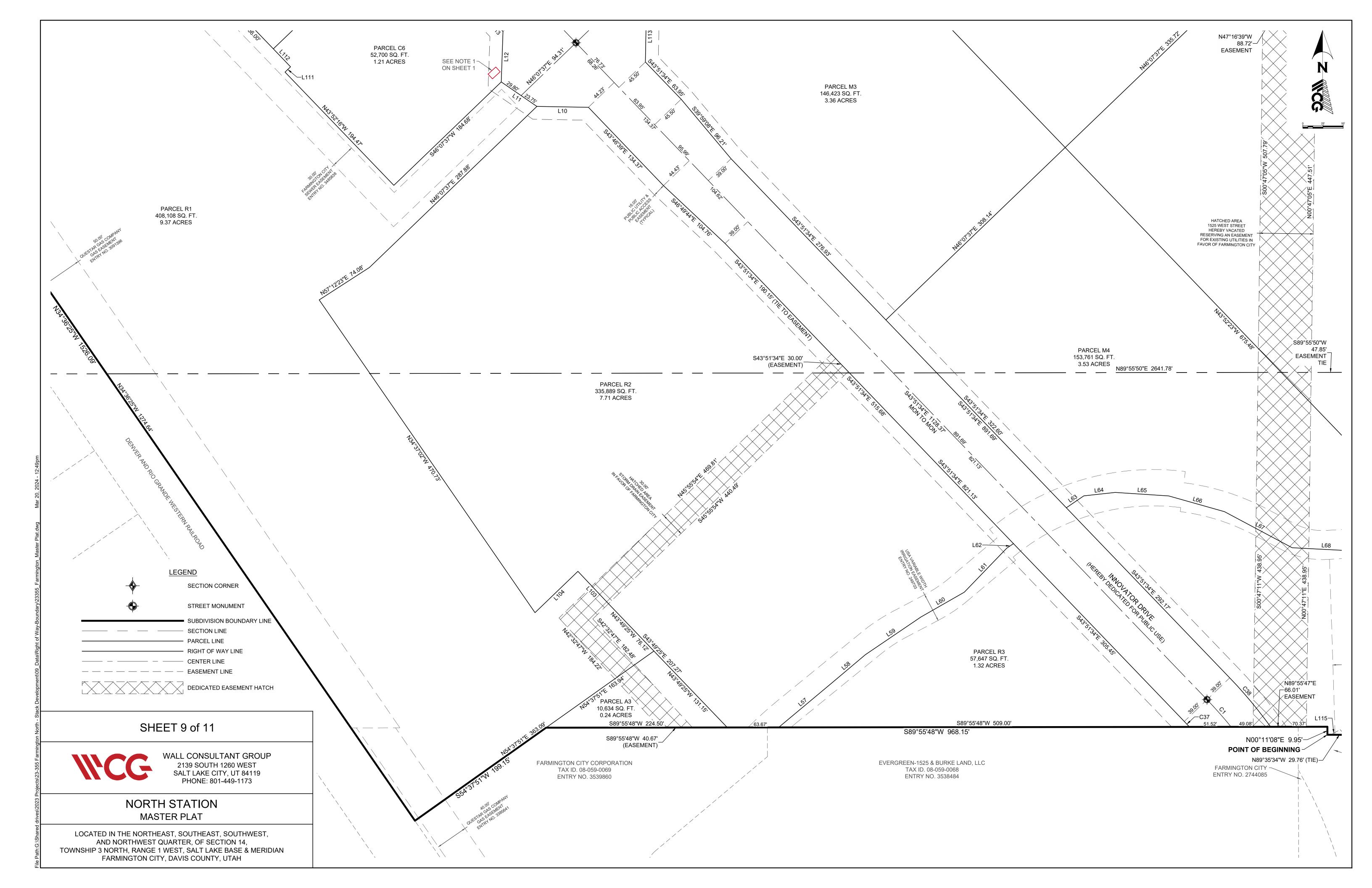


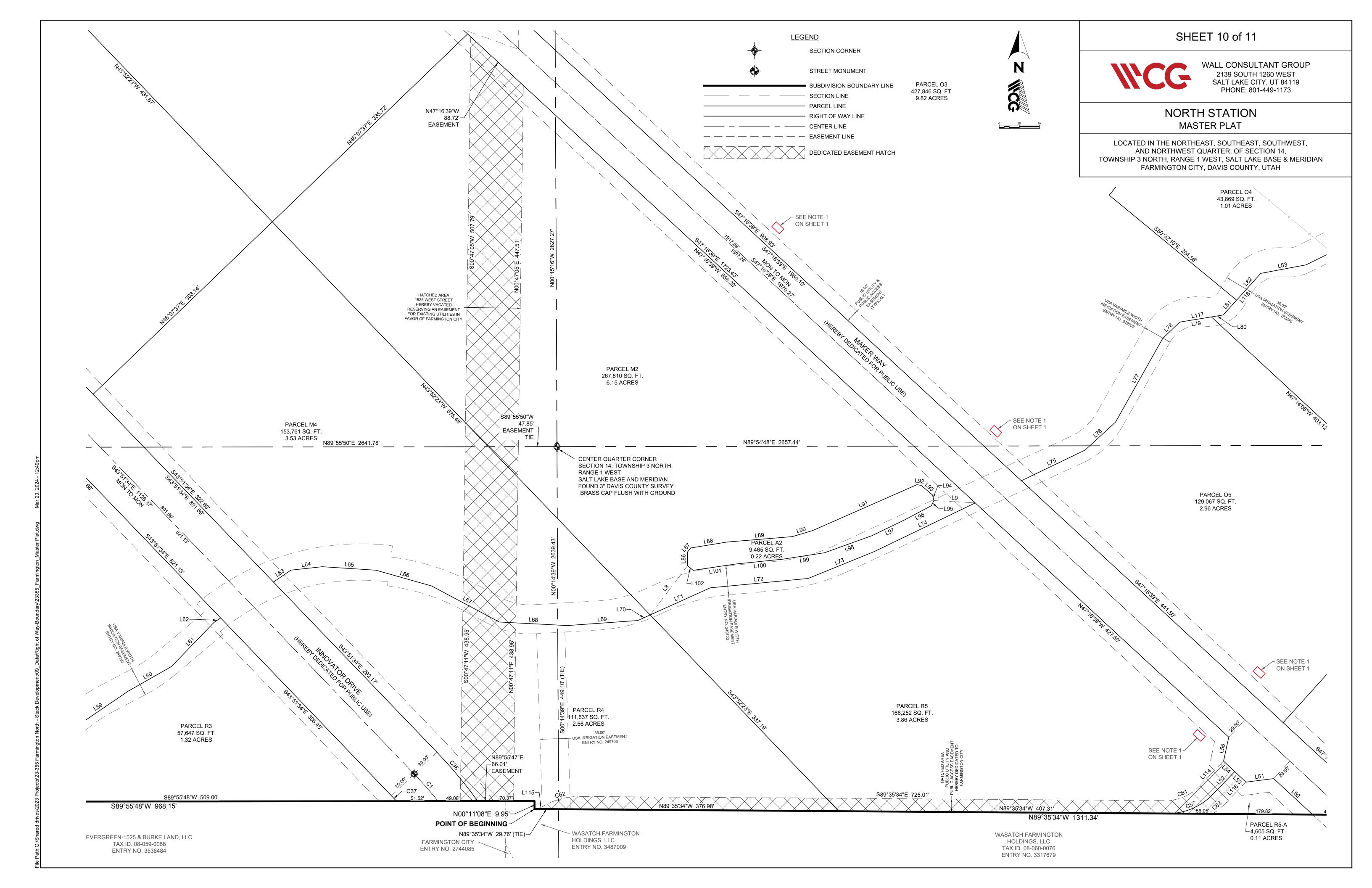


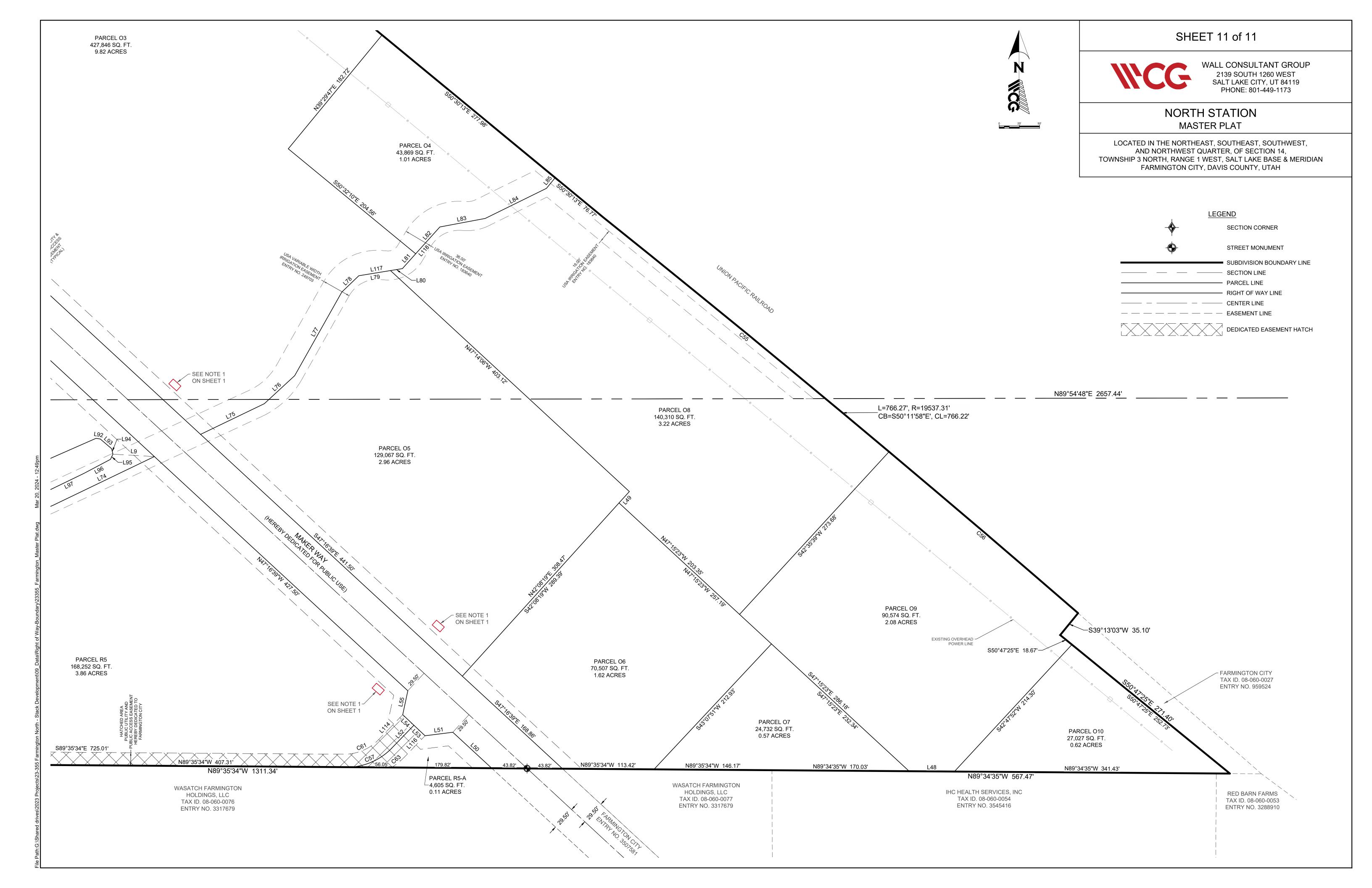


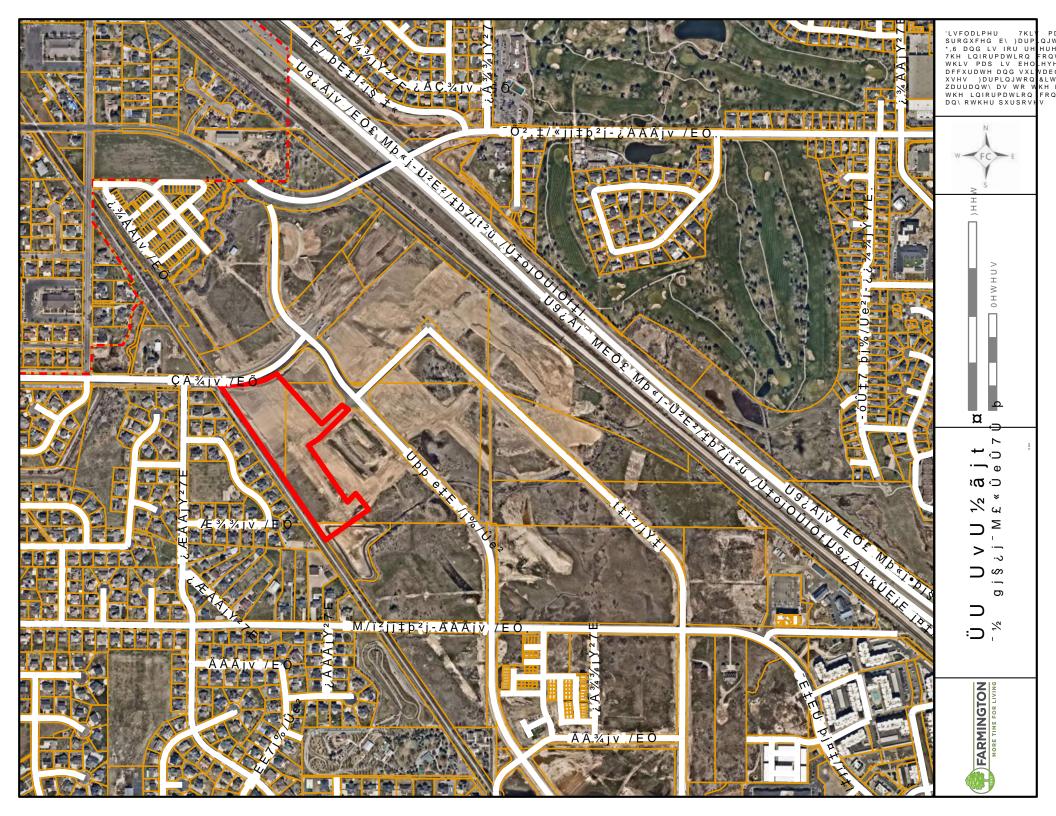






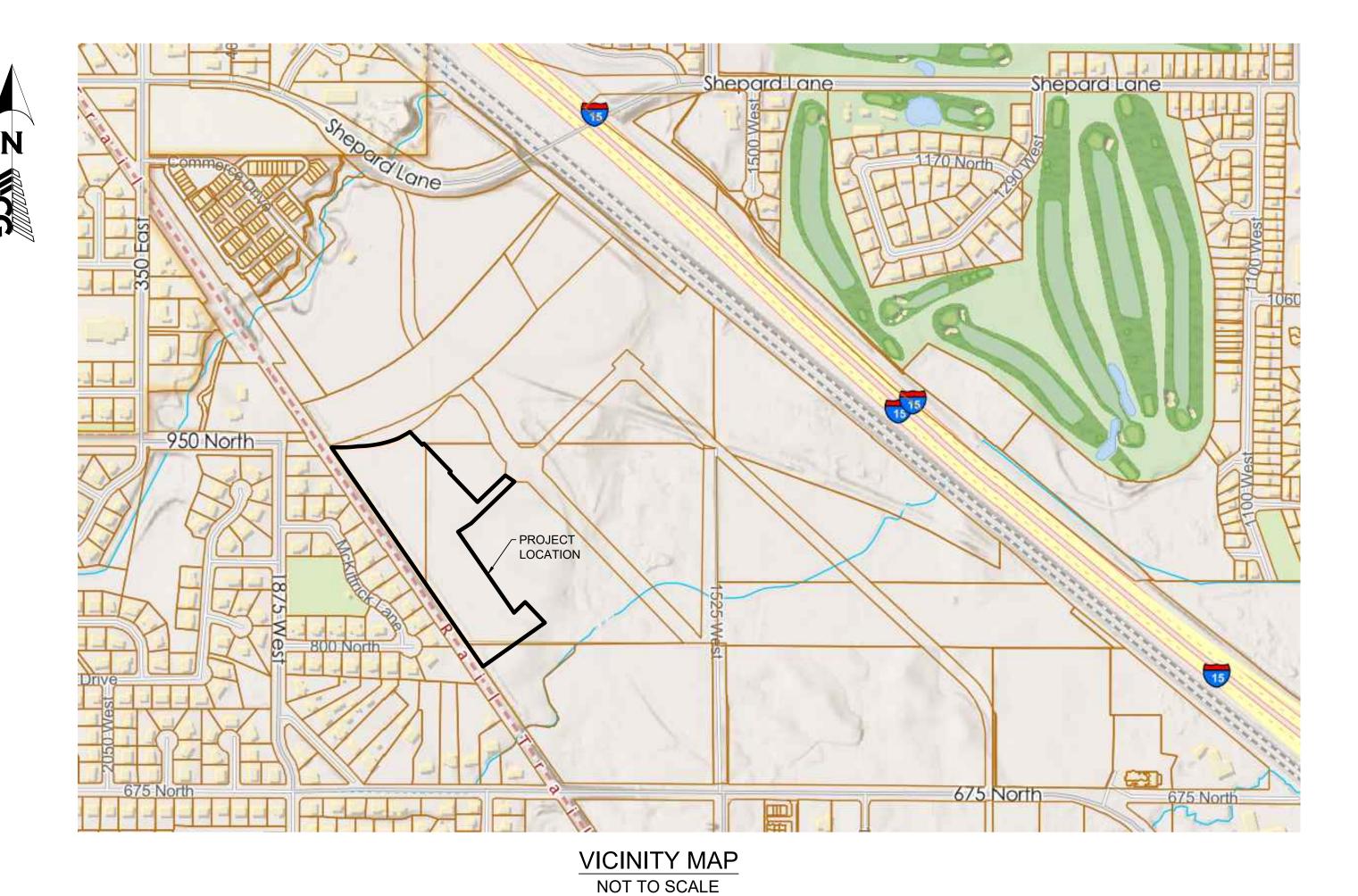






### NORTH STATION R1 - DEVELOPMENT

FARMINGTON CITY, DAVIS COUNTY, UTAH
MARCH 2024
PRELIMINARY PLAT



CURVE TABLE				
CURVE#	LENGTH	RADIUS	CH BEARING	CH LENGTH
C1	96.91'	629.57'	N86°49'32"E	96.82'
C2	190.12'	553.86'	N79°12'20"E	189.19'
C3	70.11'	650.50'	N61°39'38"E	70.08'
C4	5.10'	210.00'	N46°49'23"E	5.10'
C5	40.40'	250.00'	N50°45'24"E	40.36'
C6	54.98'	35.00'	S79°36'50"E	49.50'
C7	72.75'	35.00'	S24°56'05"W	60.34'
C8	64.40'	41.00'	N88°52'16"W	57.98'
C9	82.72'	795.00'	N49°06'28"E	82.68'
C10	45.57'	795.00'	N53°43'50"E	45.56'
C11	128.29'	795.00'	N50°44'59"E	128.15'
C12	77.30'	761.50'	N49°02'07"E	77.27'
C13	45.56'	834.00'	N53°48'28"E	45.55'
C14	28.84'	210.00'	N51°27'09"E	28.81'
C15	42.58'	263.50'	N50°45'24"E	42.54'
C16	9.74'	48.52'	N62°20'29"E	9.72'

	LINE TABLE			
LINE #	BEARING	LENGTH		
L1	S43°27'34"E	60.32'		
L2	S43°49'25"E	76.12'		
L3	S88°49'38"E	31.05'		
L4	S43°52'16"E	84.87'		
L5	N46°07'44"E	9.50'		
L6	S46°07'44"W	9.50'		
L7	S55°35'36"E	53.55'		
L8	S57°12'23"W	74.08'		
L9	N46°07'37"E	68.62'		
L10	N46°07'37"E	68.33'		
L11	N55°23'10"E	54.25'		
L12	N55°22'21"E	37.46'		
L13	S47°22'28"W	27.01'		
L14	S46°07'44"W	27.00'		
L15	N34°37'02"W	72.62'		
L16	N55°22'21"E	23.96'		
L17	N55°23'10"E	40.75'		
L18	N46°07'37"E	68.23'		

### SURVEYOR'S CERTIFICATE

I, KYLE W. TURNER, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NUMBER 7820824 IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, TITLE 58, CHAPTER 22, OF UTAH CODE; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH TITLE 17, CHAPTER 23, SECTION 17, OF UTAH CODE; AND HAVE HEREBY SUBDIVIDED SAID PROPERTY INTO (?) PARCELS, KNOWN HEREAFTER AS

NORTH STATION R1 - DEVELOPMENT

AND THAT THE SAME HAS BEEN CORRECTLY MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

### OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNERS OF THE HEREON DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO PARCELS TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOWN AS

NORTH STATION R1 - DEVELOPMENT

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NONEXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES.

	BY:	
STACK FARMINGTON LAND, LLC	NAME:	
A UTAH LIMITED LIABILITY COMPANY		

### BOUNDARY DESCRIPTION

$V \subset KVI \cup VVI$	EDCEMENT
ACKINOVIL	.EDGEMENT

STATE OF \_\_\_\_\_

COUNTY OF

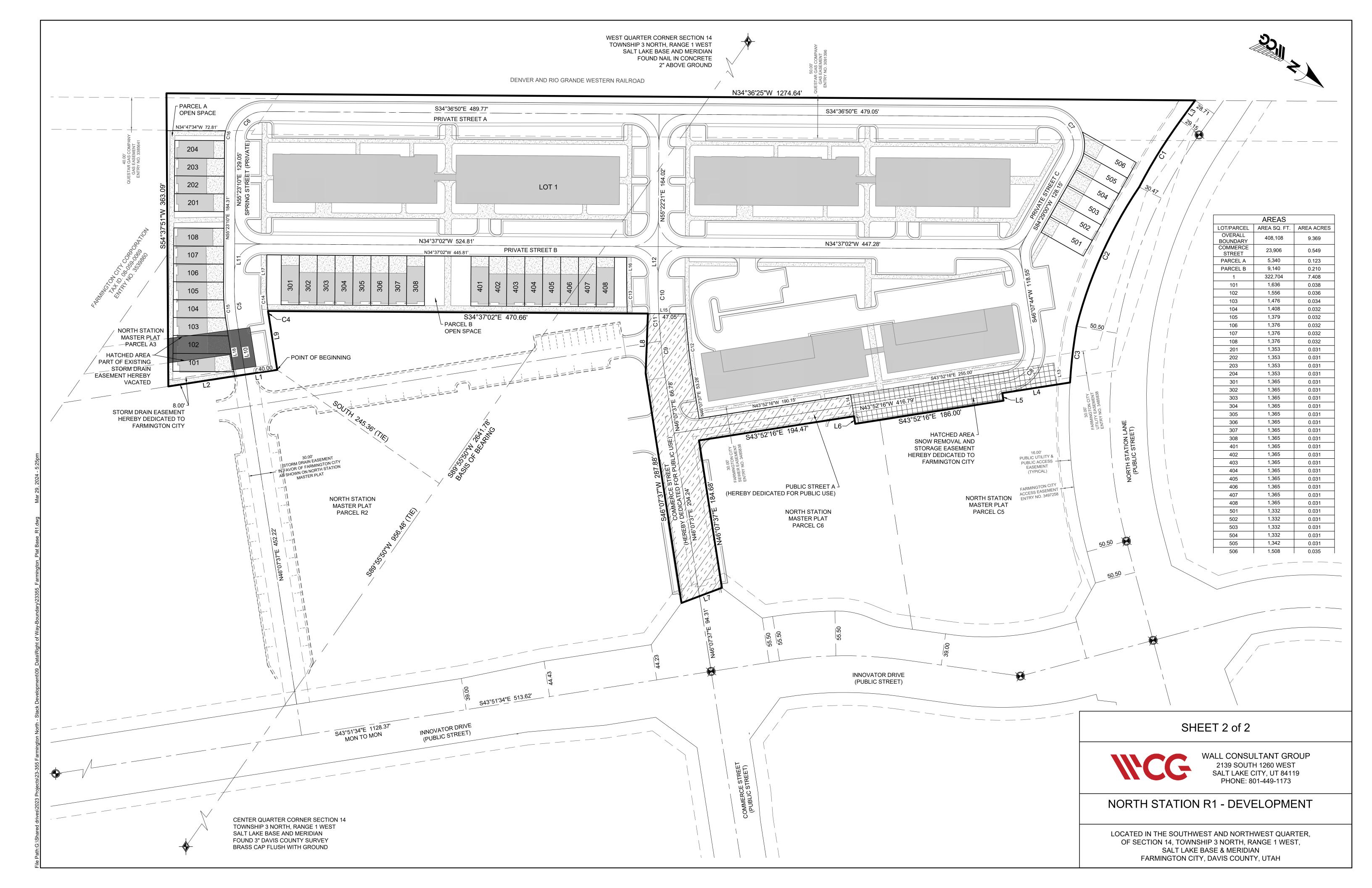
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THE SIGNERS OF THE ABOVE OWNER'S DEDICATION, \_\_\_\_ IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.

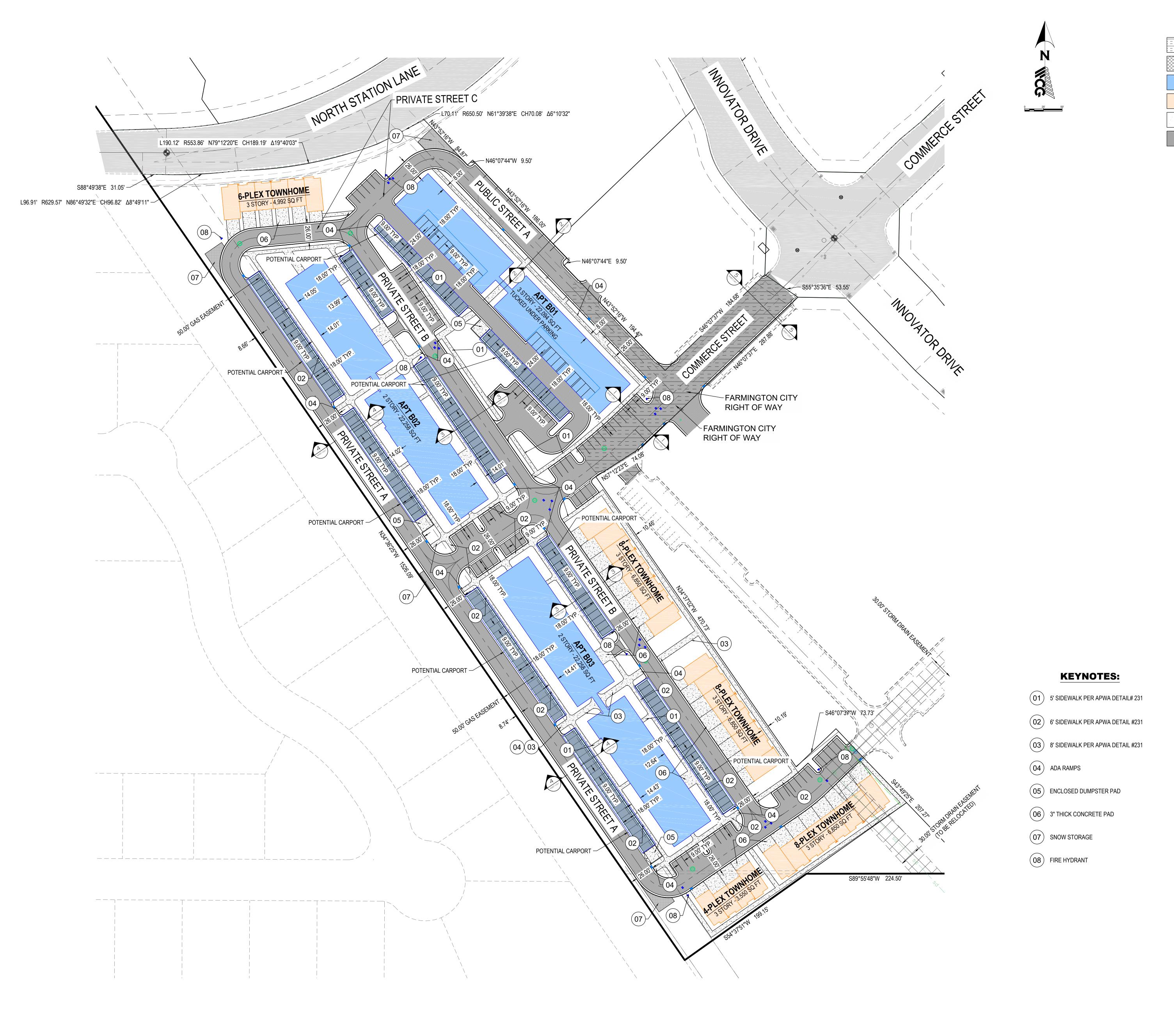
MY COMMISSION EXPIRES	

NOTARY PUBLIC

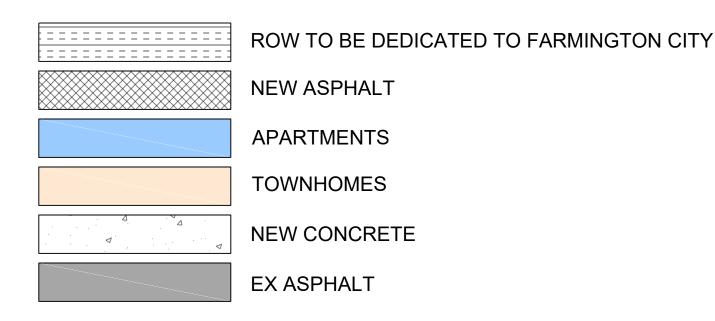
SHEET 1 of 2

FARMINGTON CITY PLANNING COMMISSION CHAIRMAN	FARMINGTON CITY ATTORNEY	DATE FARMINGTON CITY ENGINEER	CITY RECORDER	CITY MAYOR	FEE DAVIS COUNTY RECORDER
PLANNING COMMISSION APPROVAL  APPROVED THISDAY OF	CITY ATTORNEY'S APPROVAL  APPROVED THISDAY OF  2024, BY THE FARMINGTON CITY ATTORNEY.	FARMINGTON CITY ENGINEER	CIT APPROVED THISDAY OF	TY COUNCIL APPROVAL, 2024, BY THE FARMINGTON CITY COUNCIL.	RECORDED #  STATE OF UTAH, COUNTY OF DAVIS, RECORDED AND FILED AT THE REQUEST OF  DATE TIME BOOK PAGE
BENCHLAND WATER DISTRICT MANAGER	WEBER BASIN WATER DISTRICT MANAGER	CENTRAL DAVIS SEWER DISTRICT MANAGER			DAVIS COUNTY RECORDER
2024, BY THE BENCHLAND WATER DISTRICT.	2024, BY THE WEBER BASIN WATER CONSERVANCY DISTRICT.	2024, BY THE CENTRAL DAVIS SEWER DISTRICT.	DESIGNED BY KWT  DRAWN BY KWT  CHECKED BY DRW DATE -	WALL CONSULTANT GROUP 2139 SOUTH 1260 WEST SALT LAKE CITY, UT 84119 PHONE: 801-449-1173	LOCATED IN THE SOUTHWEST AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN DAVIS COUNTY, UTAH
BENCHLAND WATER DISTRICT  APPROVED THISDAY OF,	WEBER BASIN WATER DISTRICT  APPROVED THISDAY OF	CENTRAL DAVIS SEWER DISTRICT	PROJECT NUMBER 23-355		NORTH STATION R1 - DEVELOPMENT









ENGINEER ISAAC RICHES, P.E. WALL CONSULTING GROUP

2139 SOUTH 1260 WEST SLC, UTAH 84119 P: 801-860-2191

E: isaac.riches@wcg.us

TOTAL UNITS: 135 TOTAL RESIDENTIAL 1 418,796 SQ FT 100% (9.61 ACRES) AREA (ACRES) TOTAL BUILDING 95,702 SQ FT 22.90% FOOTPRINT APT BL01 22,094 SQ FT 5.28% APT BL02 22,258 SQ FT 5.31% APT BL03 22,258 SQ FT 5.31% TOWNHOMES 29,092 SQ FT 7.00% 117,795.01 SQ FT 28.10% LANDSCAPING 205,298.99 SQ FT | 49.00% HARDSCAPING TOTAL PARKING 292 STALLS 95 STALLS APT BL01 APT BL02 73 STALLS

APT BL03

VISITOR

**LAND USE TABLE - PHASE 1** 



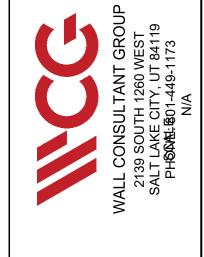
84 STALLS

40 STALLS

THE CONTRACTOR IS TO CALL BLUE STAKES PRIOR TO ANY CONSTRUCTION.

## **CAUTION: NOTICE TO CONTRACTOR**

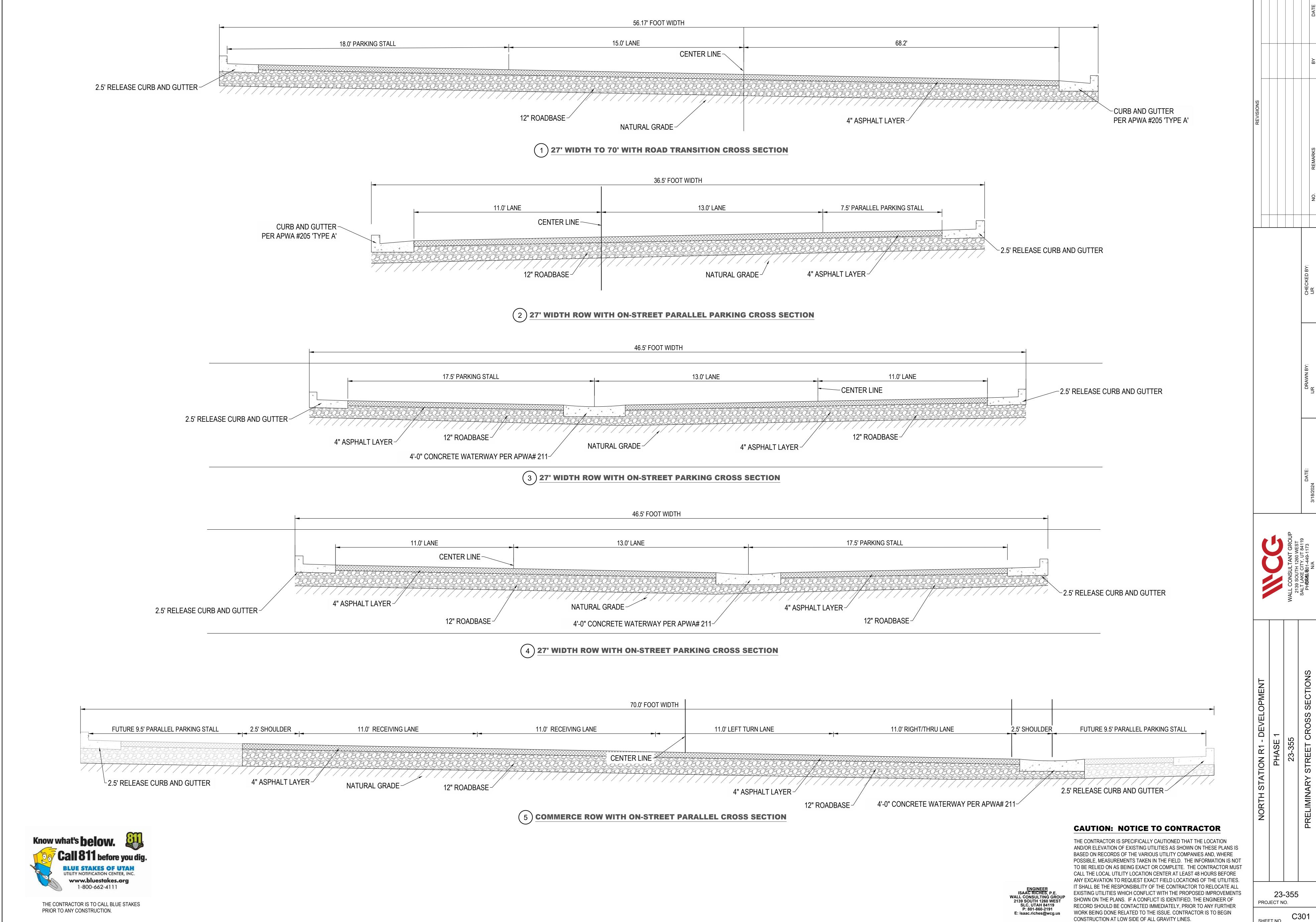
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. IF A CONFLICT IS IDENTIFIED, THE ENGINEER OF RECORD SHOULD BE CONTACTED IMMEDIATELY, PRIOR TO ANY FURTHER WORK BEING DONE RELATED TO THE ISSUE. CONTRACTOR IS TO BEGIN CONSTRUCTION AT LOW SIDE OF ALL GRAVITY LINES.



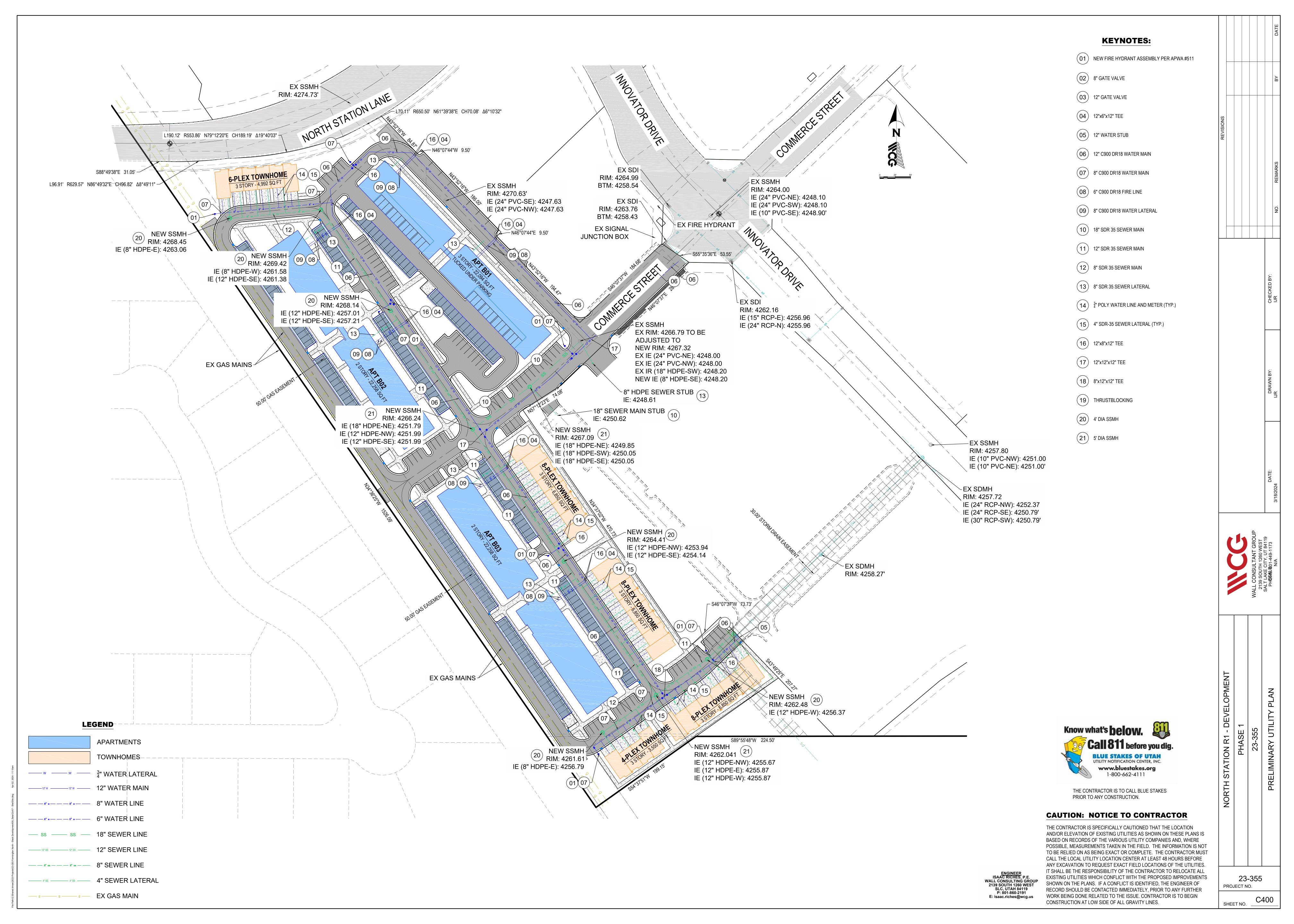
IASE 1	3-355	RY SITE PLAN
PHASE	23-355	PRELIMINARY SITE PLAN

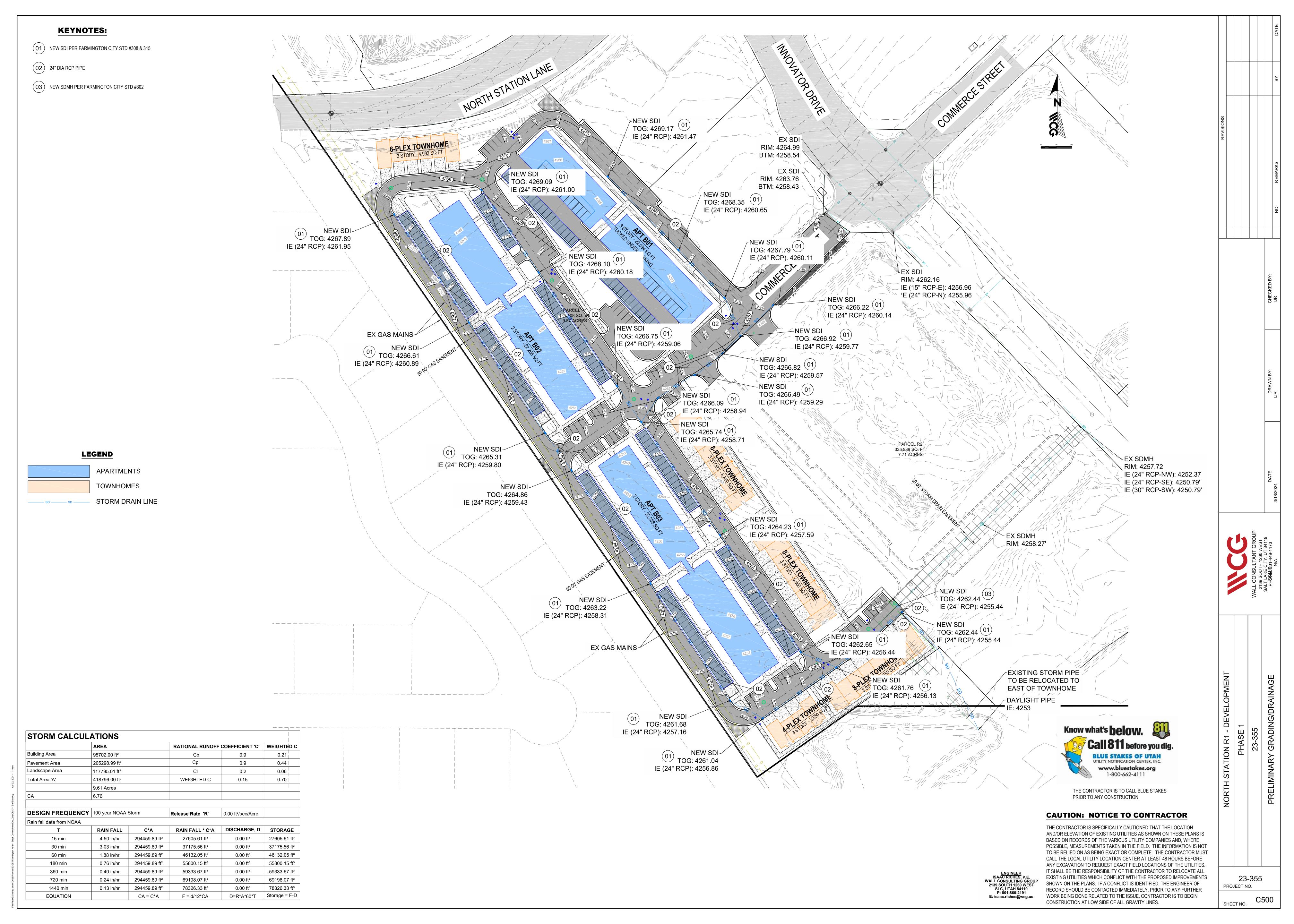
23-355 PROJECT NO.

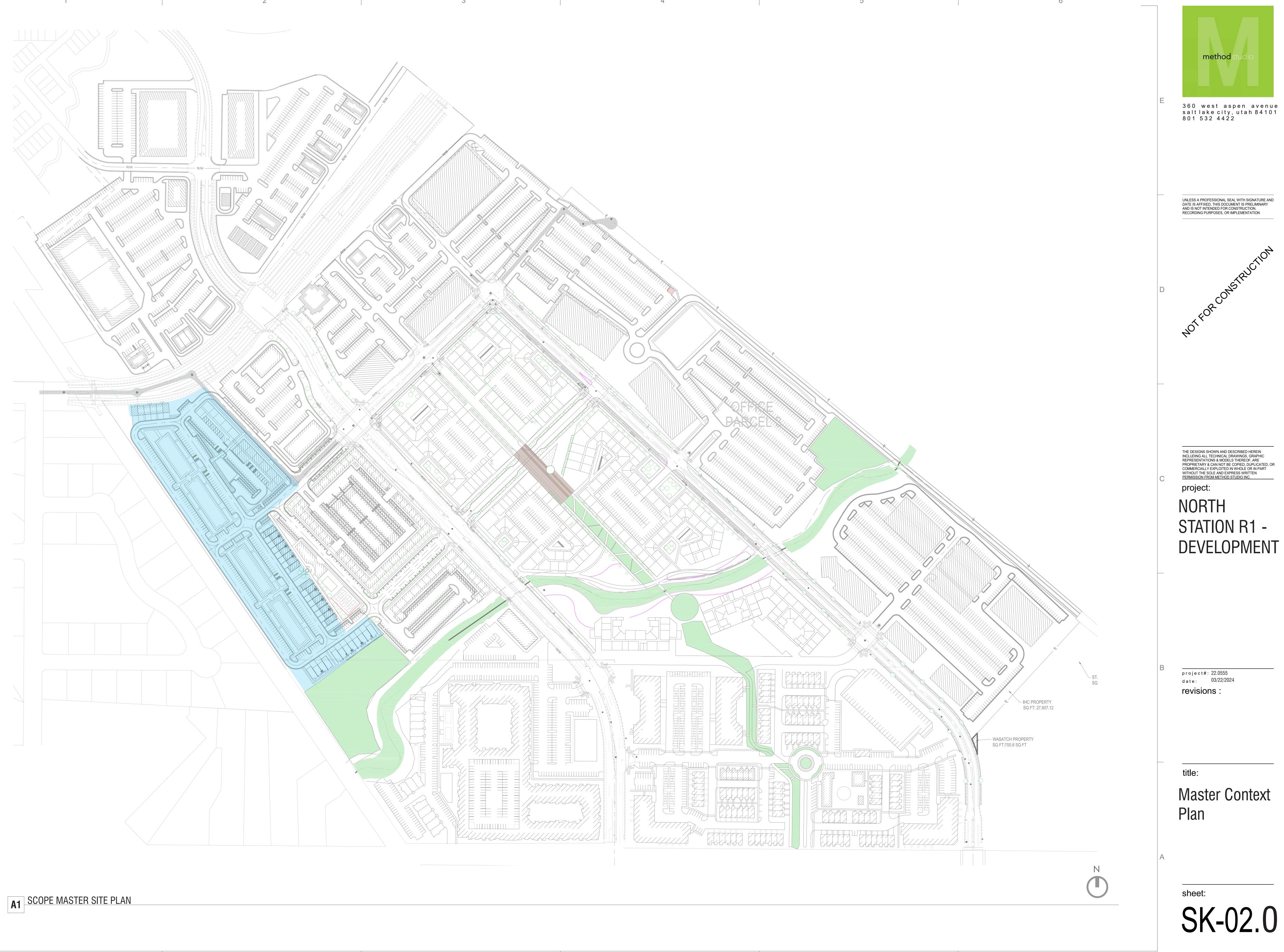
SHEET NO.



SHEET NO.







method

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NORTH STATION R1 -DEVELOPMENT

project#: 22.0555 date: 03/22/2024 revisions:

Master Context

sheet: SK-02.0

# NORTH STATION FARMINGTON - SUBMITTAL NARRATIVE

North Station R1 is the first residential phase within the North Station master plan. It brings a range of housing options with row homes and apartment homes ranging from 1 bedroom to 3 bedrooms. Parking is designed at 1.9 stalls per apartment unit and 2 stalls per row house unit. Additionally, there is over 0.2 stalls per unit for guest parking. Vehicle entry points are located on Commerce Street and Spring Street, which will be constructed as part of the second phase west of Innovator Drive.

We have created safe pedestrian circulation throughout the site with an emphasis on making connections to the City pocket park to the south and the D&RG Trail.

North Station R2 will be a second phase forthcoming in a future application and will have the core shared amenity area for R1 and R2

# SITE PLAN - UNIT MAPPING

## ROW-HOUSES

4	3 STORY NORTH - MIDDLE	<u>3 N</u>
2	3 STORY NORTH - END	<u>3 N E</u>
11	3 STORY - MIDDLE	<u>3 M</u>
8	3 STORY - MIDDLE +	<u>3 M -</u>
8	3 STORY - END	3 E

### 33 TOTAL

## APARTMENT BUILDING 01 - 3 STORY

9 2 STORY SPLIT LVL17 2BDR23 1BDR

### 50 TOTAL

### APARTMENT BUILDING 02 - 2 STORY

2 2 STORY SPLIT LVL 20 2BDR 18 1BDR

### 40 TOTAL

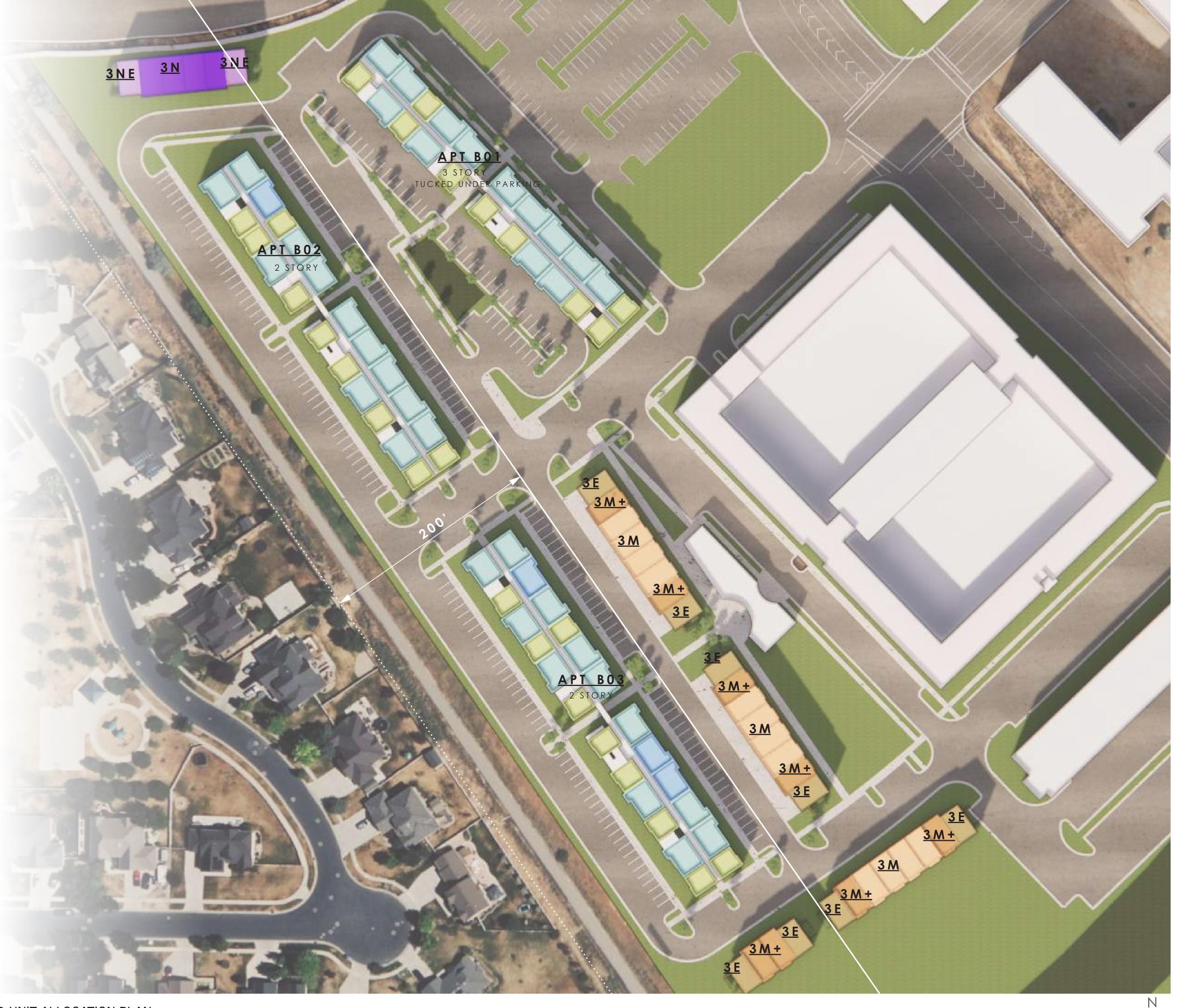
### APARTMENT BUILDING 03 - 2 STORY

2 2 STORY SPLIT LVL
24 2BDR
19 1BDR

## 45 TOTAL

### 135 TOTAL UNITS FOR ALL 3 BUILDINGS

PARKING ALLOCATION	298 STALLS
APT BL01 - 79 STREET + 18 BUILDING	97 STALLS
APT BL02	75 STALLS
APT BL03	86 STALLS
VISITOR	40 STALLS



A2 RENDERED UNIT ALLOCATION PLAN



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project:

NORTH STATION R1 -DEVELOPMENT

project#: 22.0555 date: 03/22/2024

title

Master Context Plan

sheet

SK-02.1

A1 SAMPLE IMAGES









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project:

NORTH STATION R1 -DEVELOPMENT

project#: 22.0555 date: 03/22/2024

revisions:

1!41 - .

Building 1 -Master Context Plan

sheet:

SK-02.2



PARKING ALLOCATION

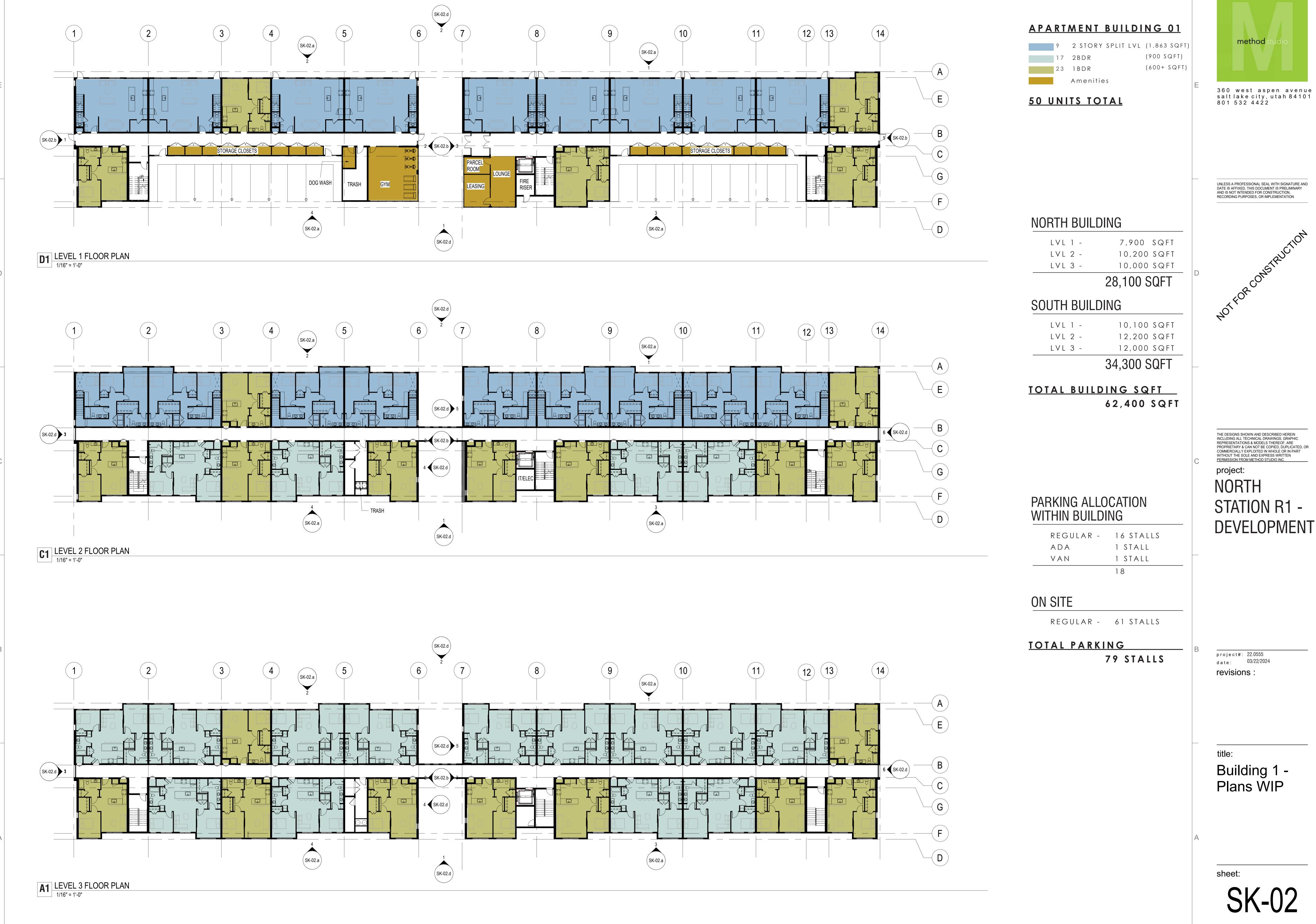
APT BLO1 - 79 STREET + 18 BUILDING 97 STALLS
APT BLO2 75 STALLS

86 STALLS

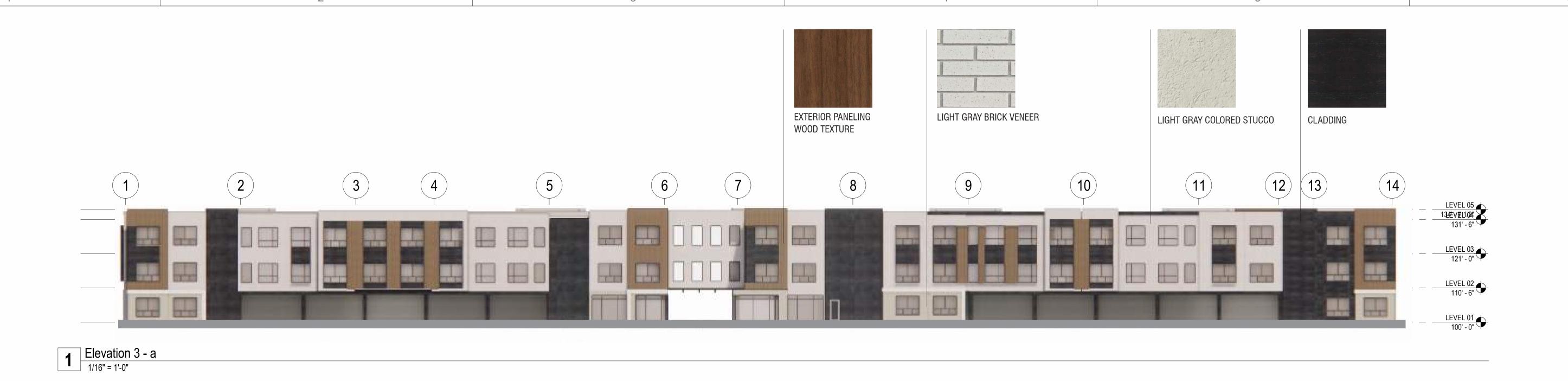
VISITOR 40 STALLS

APT BL03

CARPARK STALLS 81 STALLS

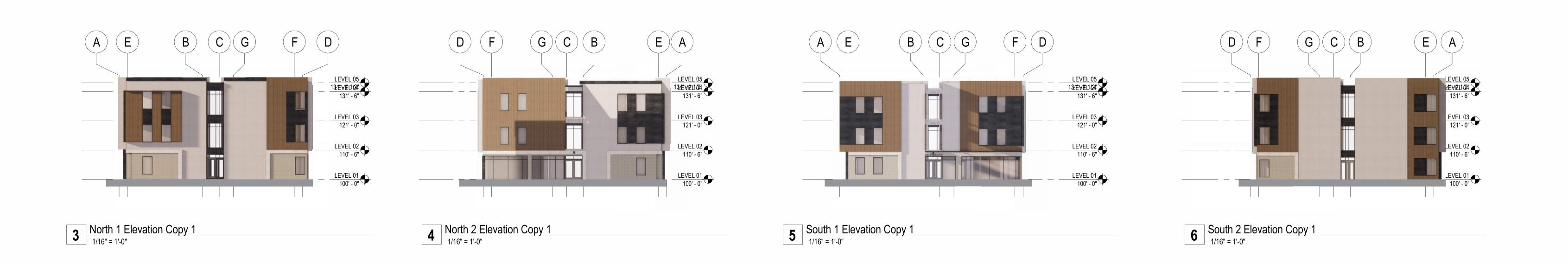


DEVELOPMENT





**2** Elevation 2 - a





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PROJECT:

NORTH

STATION R 1 
DEVELOPMENT

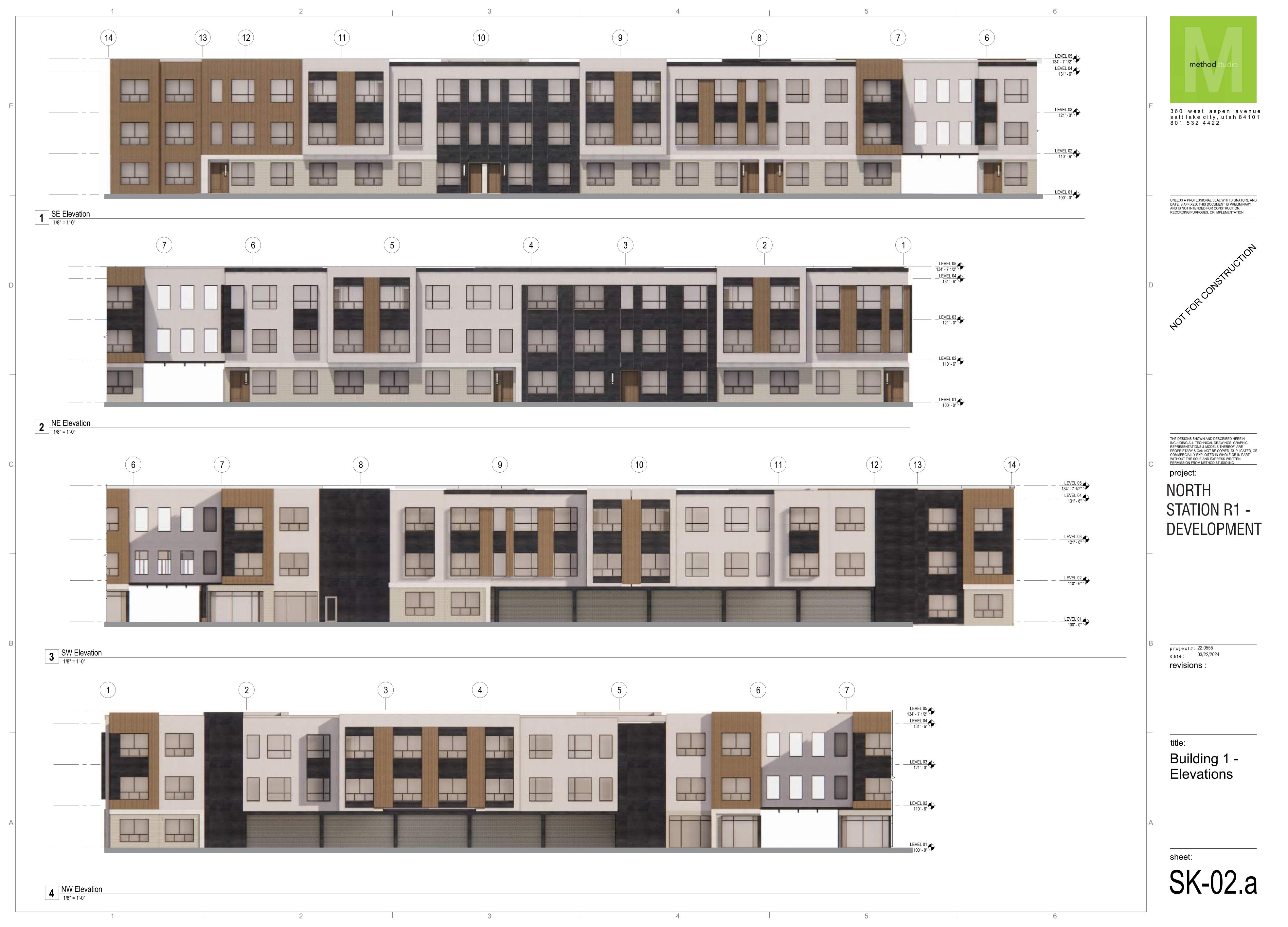
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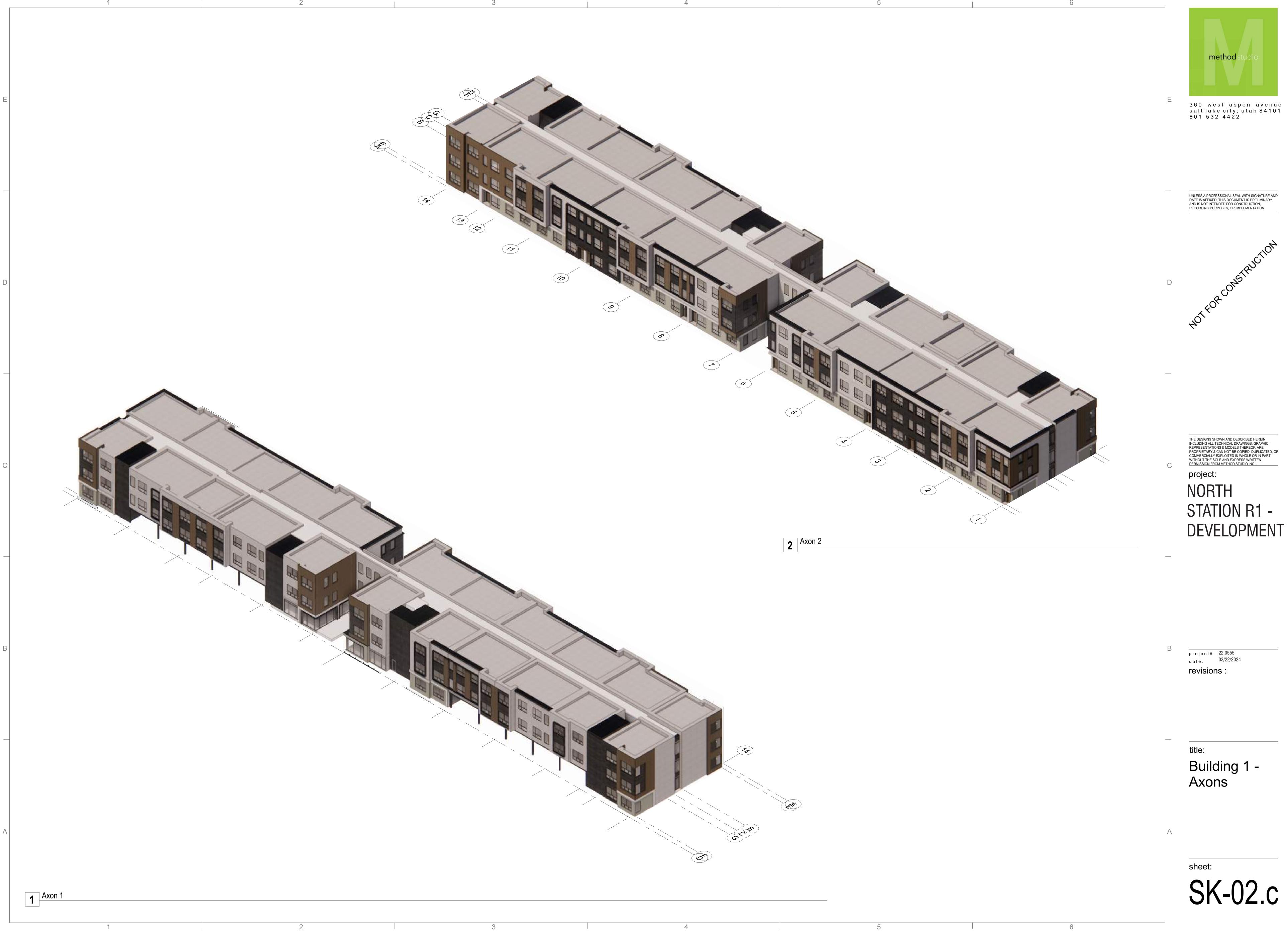
title:
Building 1 -

Building 1 -Overall Elevations

sheet:

SK-02.d







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STATION R1 -DEVELOPMENT

Building 1 -Axons









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project:

NORTH STATION R1 -DEVELOPMENT

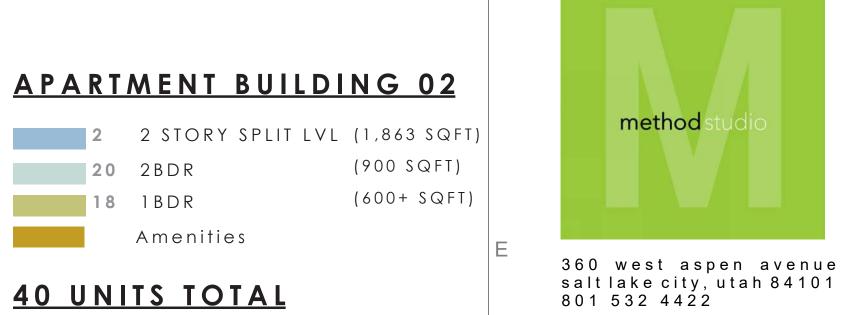
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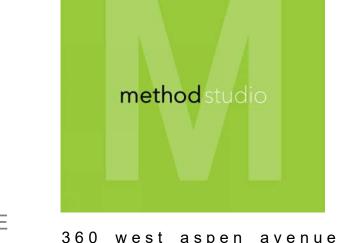
title:

Building 1 -Renderings

sheet: SK-02.d

A1 PERSPECTIVE RENDERINGS





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40 UNITS TOTAL



## NORTH BUILDING

9,940 SQFT LVL 1 -9,940 SQFT LVL 2 -

19,880 SQFT

## SOUTH BUILDING

12,200 SQFT LVL 1 -LVL 2 -12,200 SQFT

24,400 SQFT

TOTAL BUILDING SQFT 44,280 SQFT

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project:

NORTH STATION R1 -DEVELOPMENT

## PARKING ALLOCATION

REGULAR - 75 STALLS 8 STALL VISITOR

TOTAL PARKING

83 STALLS

project#: 22.0555 date: 03/22/2024 revisions:

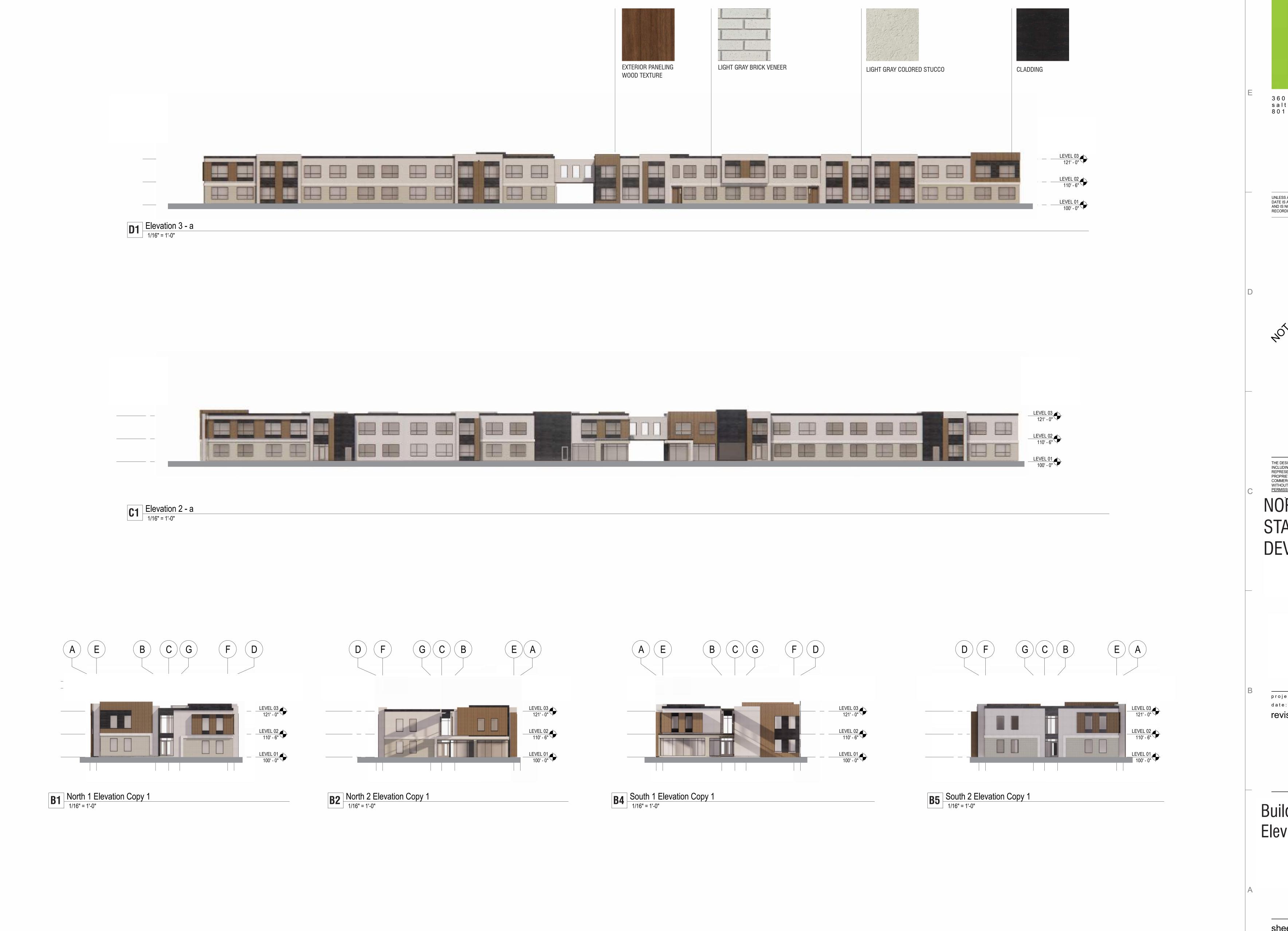
Building 02 -Plans



**2** LEVEL 2 FLOOR PLAN

1/16" = 1'-0"

1 LEVEL 1 FLOOR PLAN
1/16" = 1'-0"



method studio

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NORTH

STATION R

OUTPER

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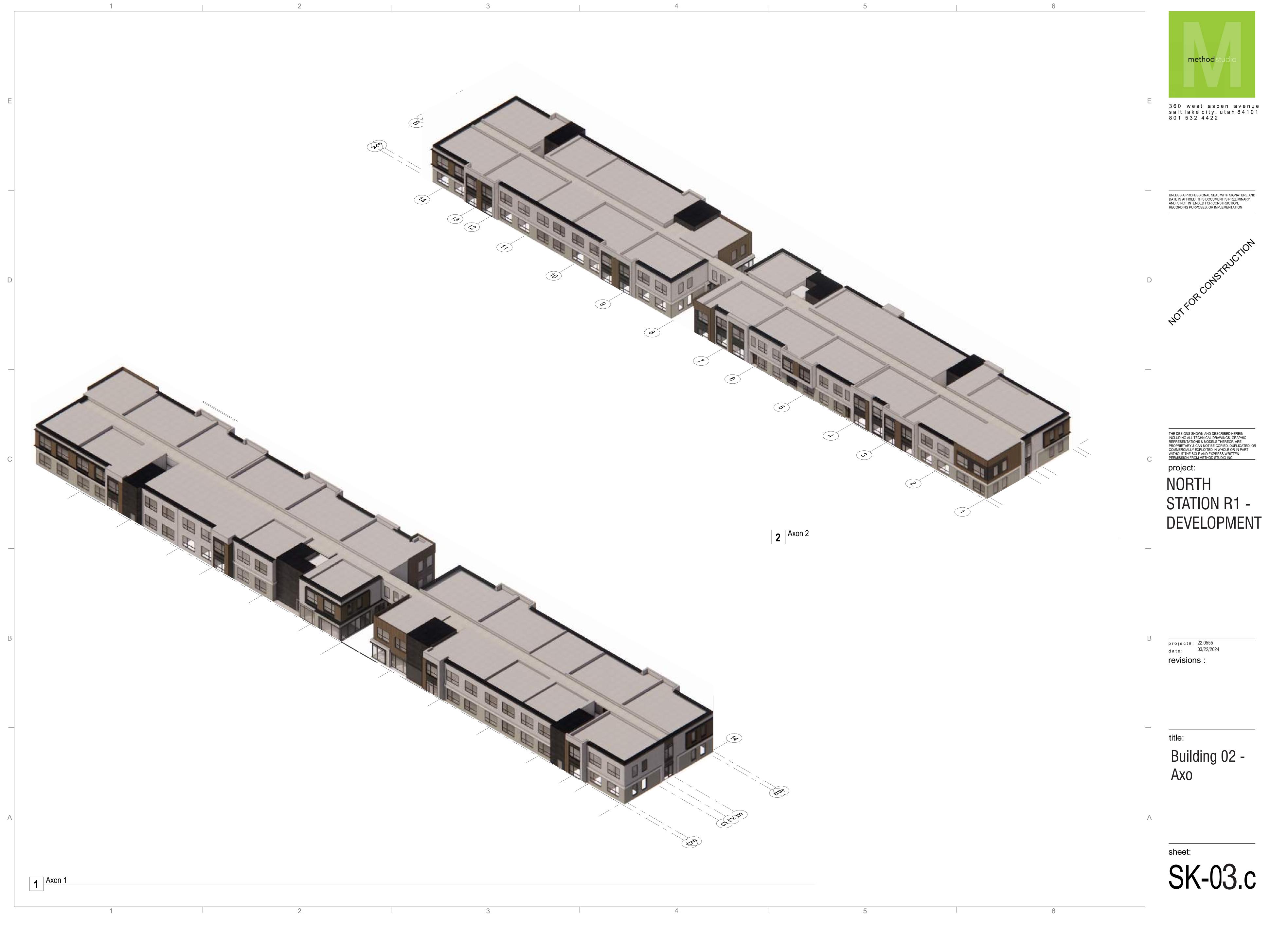
DEVELOPMENT

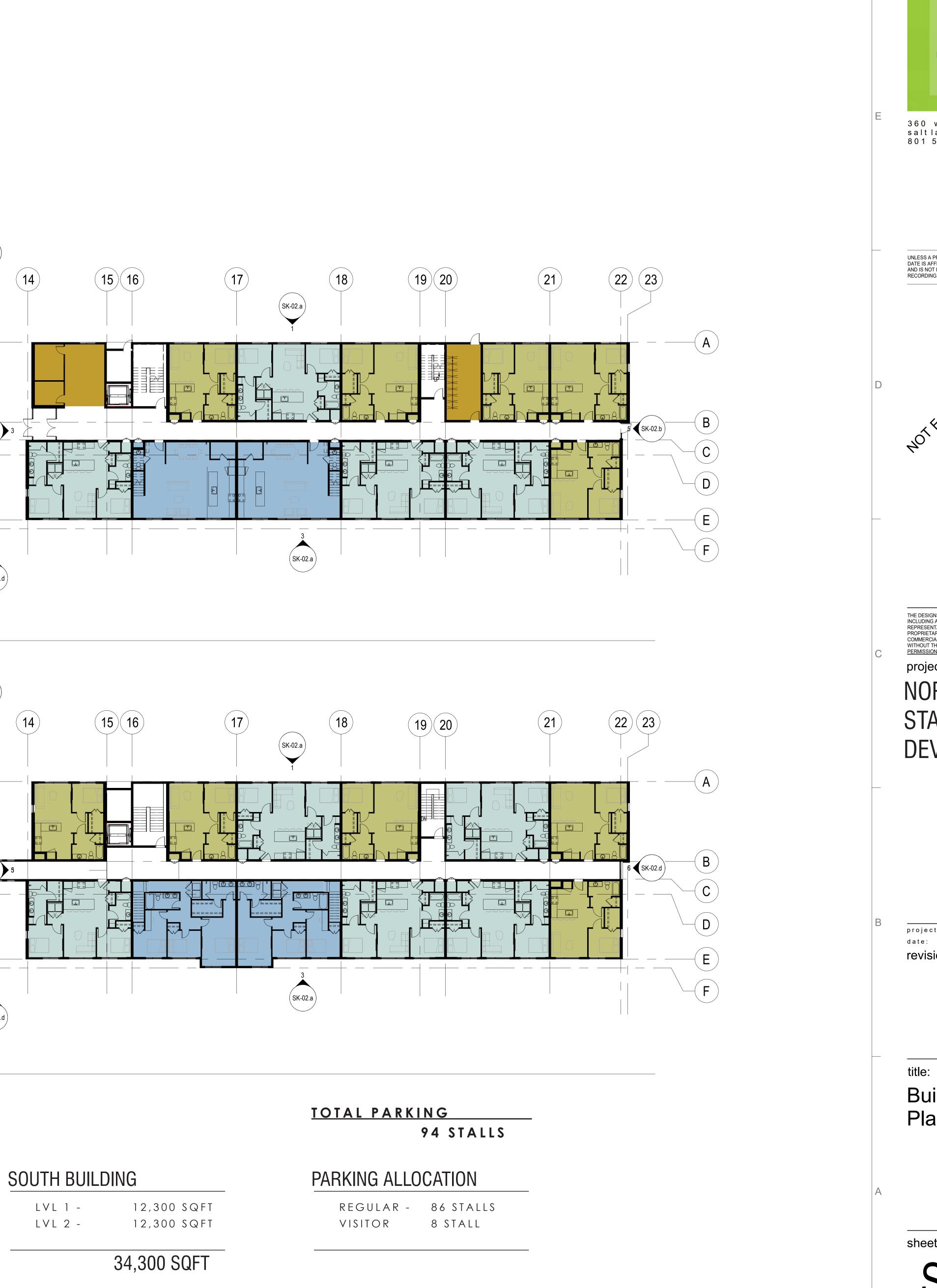
project#: 22.0555 date: 03/22/2024

Building 02 - Elevations

sheet

SK-03.d





2 SK-02.d 5

SK-02.a

TOTAL BUILDING SQFT

NORTH BUILDING

LVL 1 -

LVL 2 -

62,400 SQFT

12,100 SQFT

12,100 SQFT

28,100 SQFT

1 LEVEL 1 FLOOR PLAN
1/16" = 1'-0"

**2** LEVEL 2 FLOOR PLAN 1/16" = 1'-0"

**24** 2BDR

**19** 1BDR

45 UNITS TOTAL

Amenities

APARTMENT BUILDING 03

2 2 STORY SPLIT LVL (1,863 SQFT)

(900 SQFT)

(600+ SQFT)

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NORTH STATION R1 -DEVELOPMENT

project#: 22.0555 revisions:

Building 3 Plans WIP

sheet:





Elevation 2 - a

1/16" = 1'-0"





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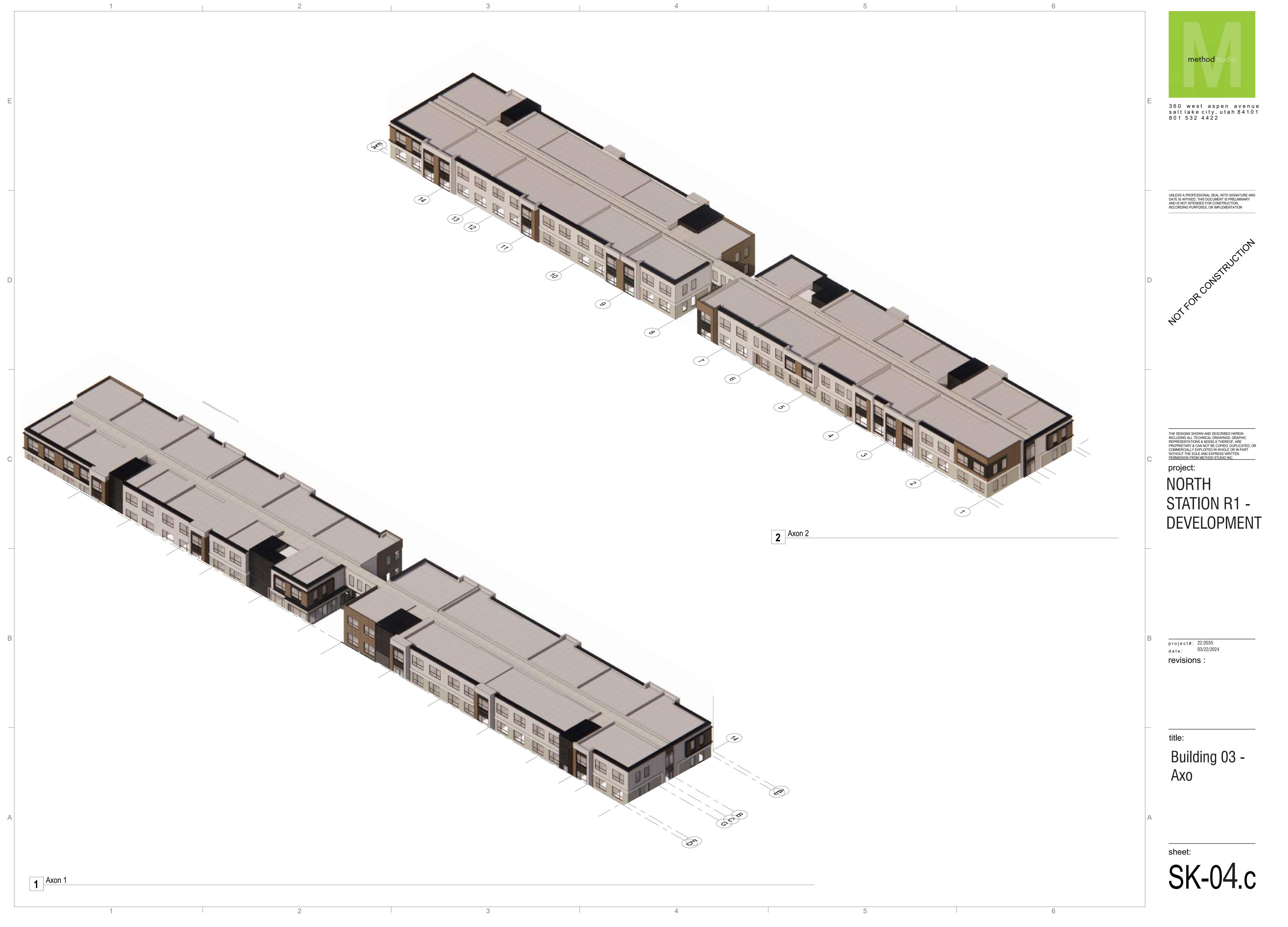
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STATION R1 -DEVELOPMENT

project#: 22.0555 date: revisions:

title:

Building 03 -Elevations











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project:

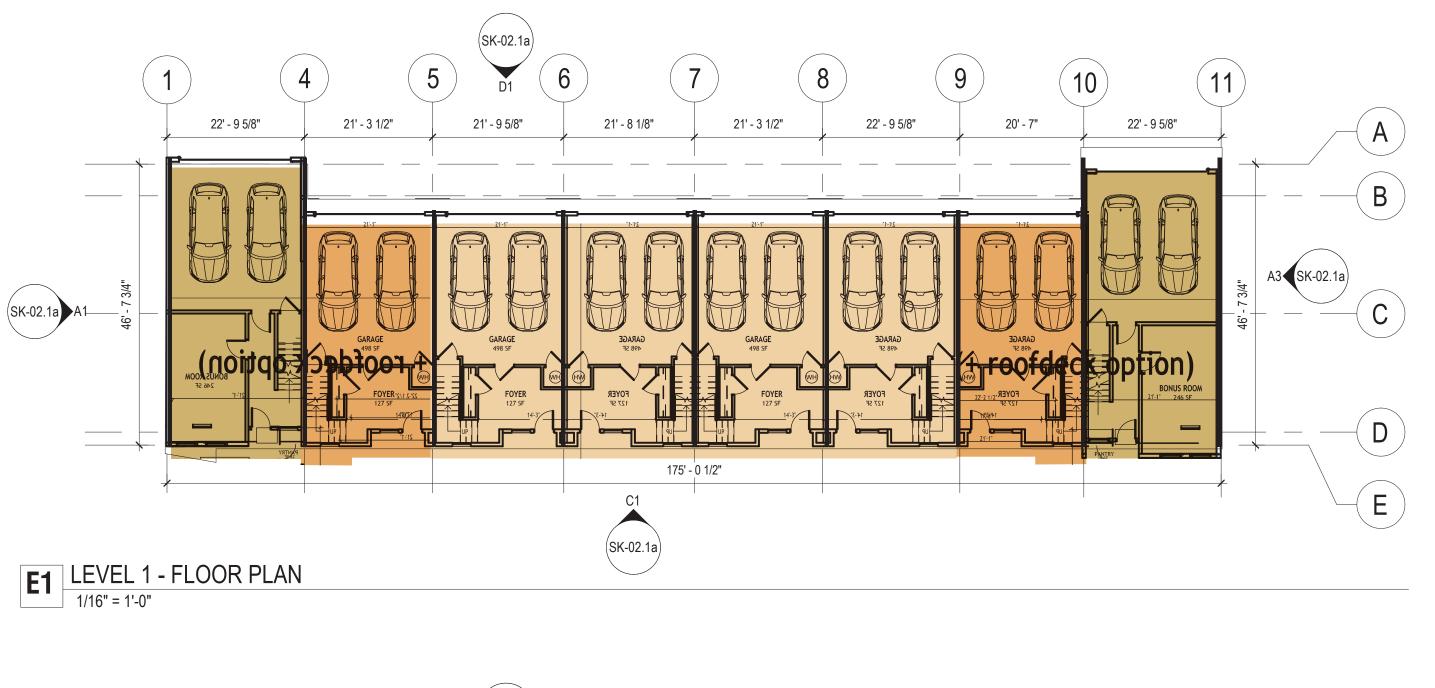
NORTH STATION R1 -DEVELOPMENT

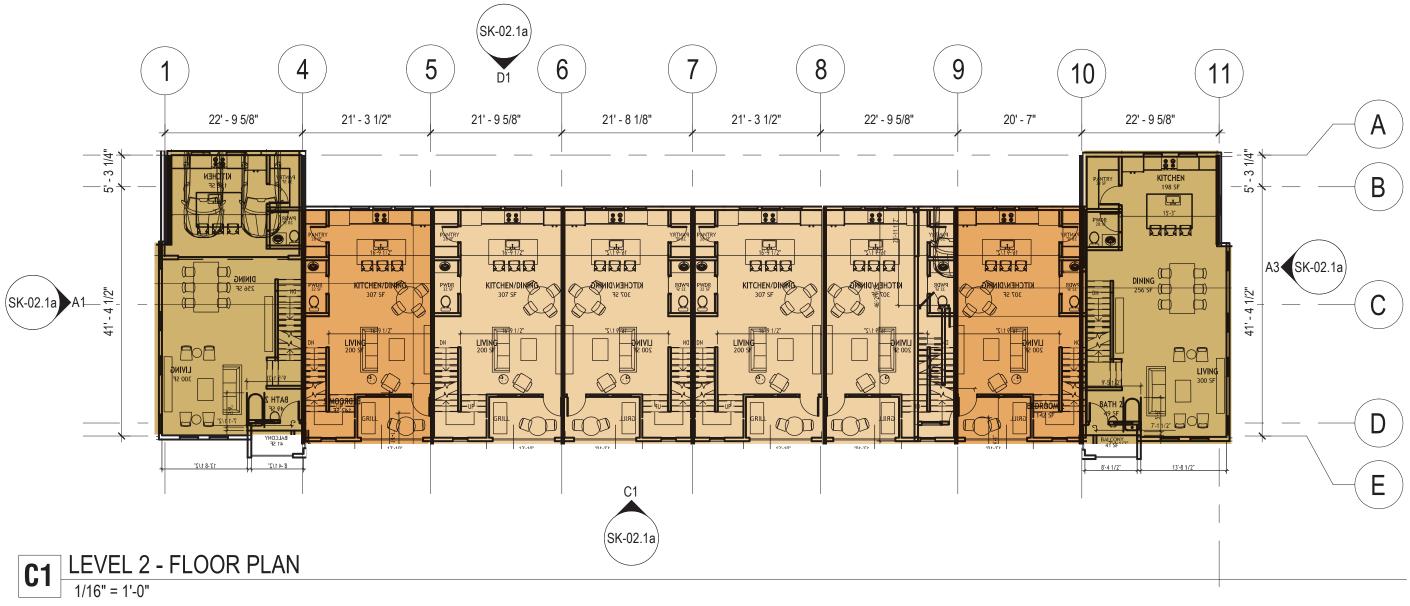
project#: 22.0555 date: 03/22/2024 revisions:

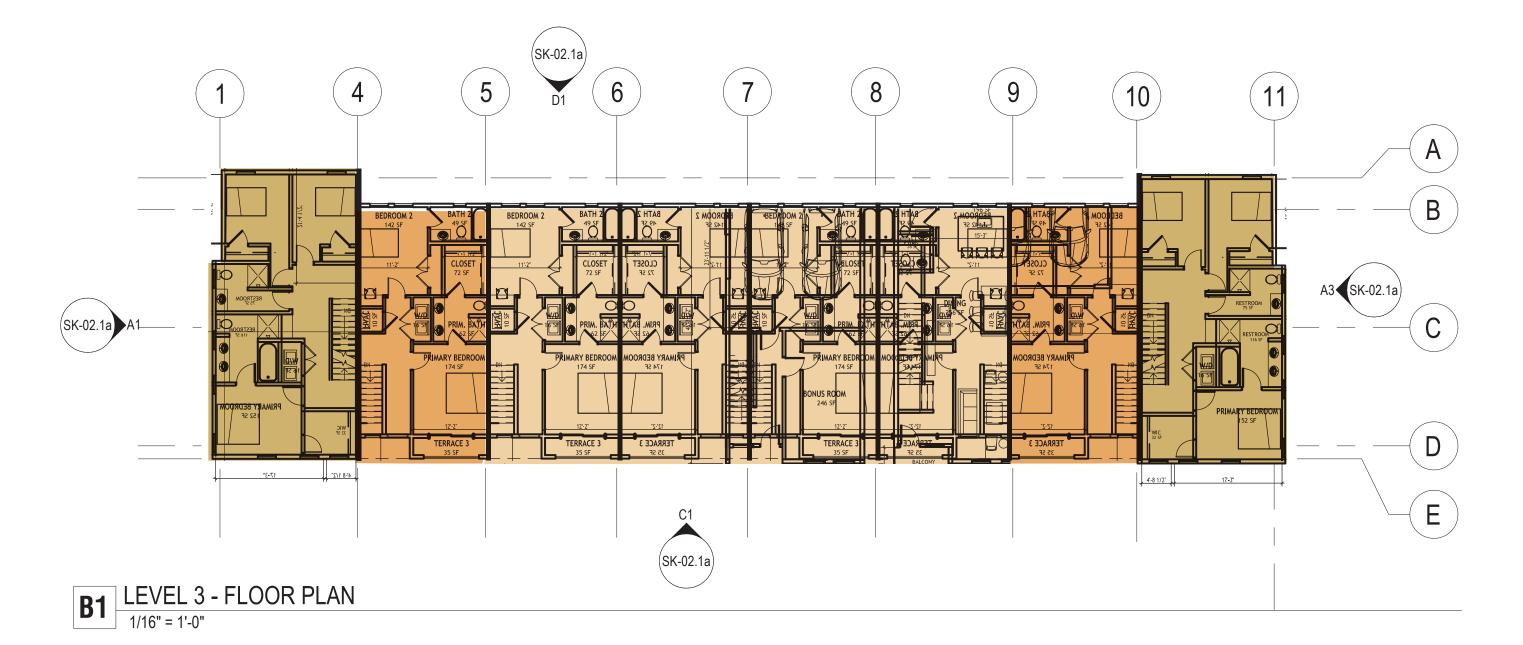
Building 03 -Renderings

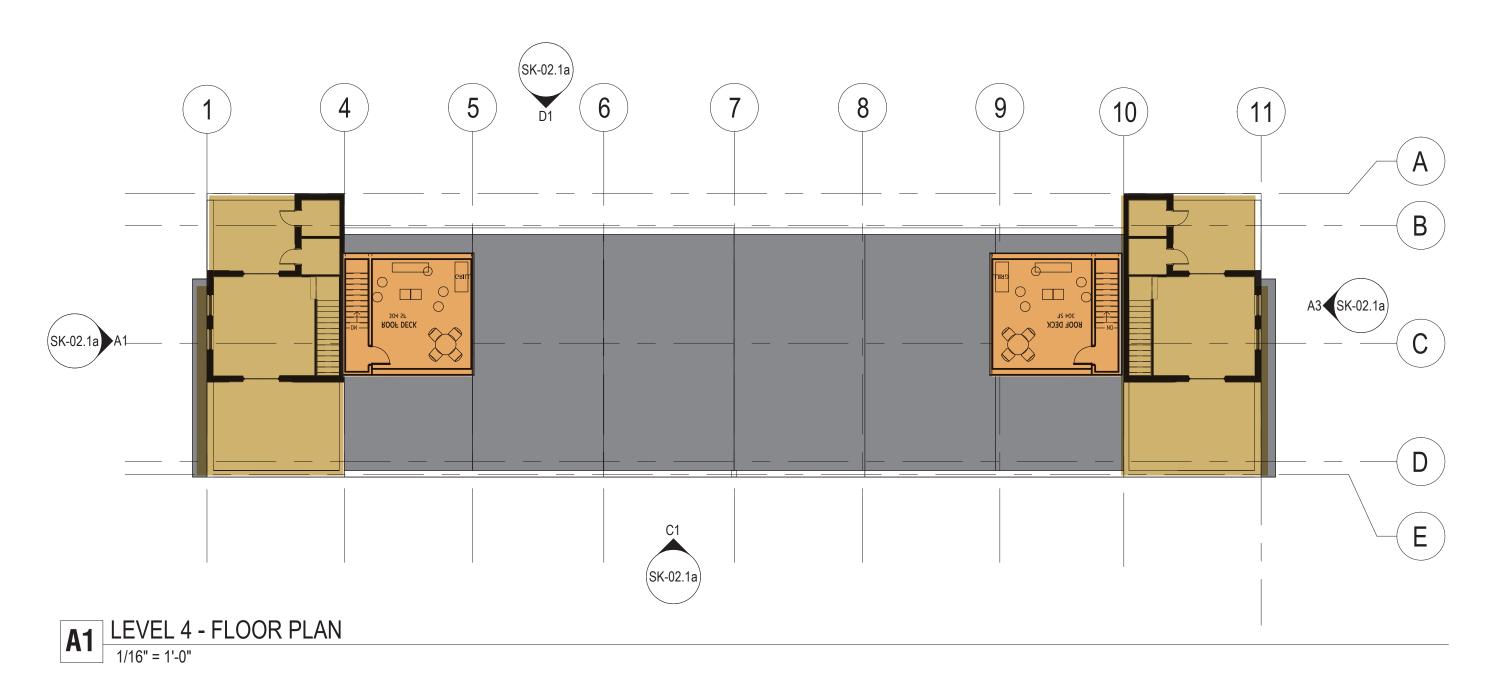
sheet: SK-04.C

A1 PERSPECTIVE RENDERINGS









# <u>UNIT INFO</u>

11 3 STORY - MIDDLE 3M
6 3 STORY - MIDDLE + 3M+
6 3 STORY - END 3E

23 units on site

M 2,322 SQFT

LVL 1 - 778 SQFT LVL 2 - 778 SQFT LVL 3 - 766 SQFT

3M+ 2,708 SQFT

LVL 1 - 778 SQFT LVL 2 - 778 SQFT LVL 3 - 766 SQFT ROOF - 386 SQFT

3E 3,812 SQFT

LVL 1 - 923 SQFT LVL 2 - 963 SQFT LVL 3 - 963 SQFT ROOF - 963 SQFT



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project:
NORTH
STATION R1 DEVELOPMENT

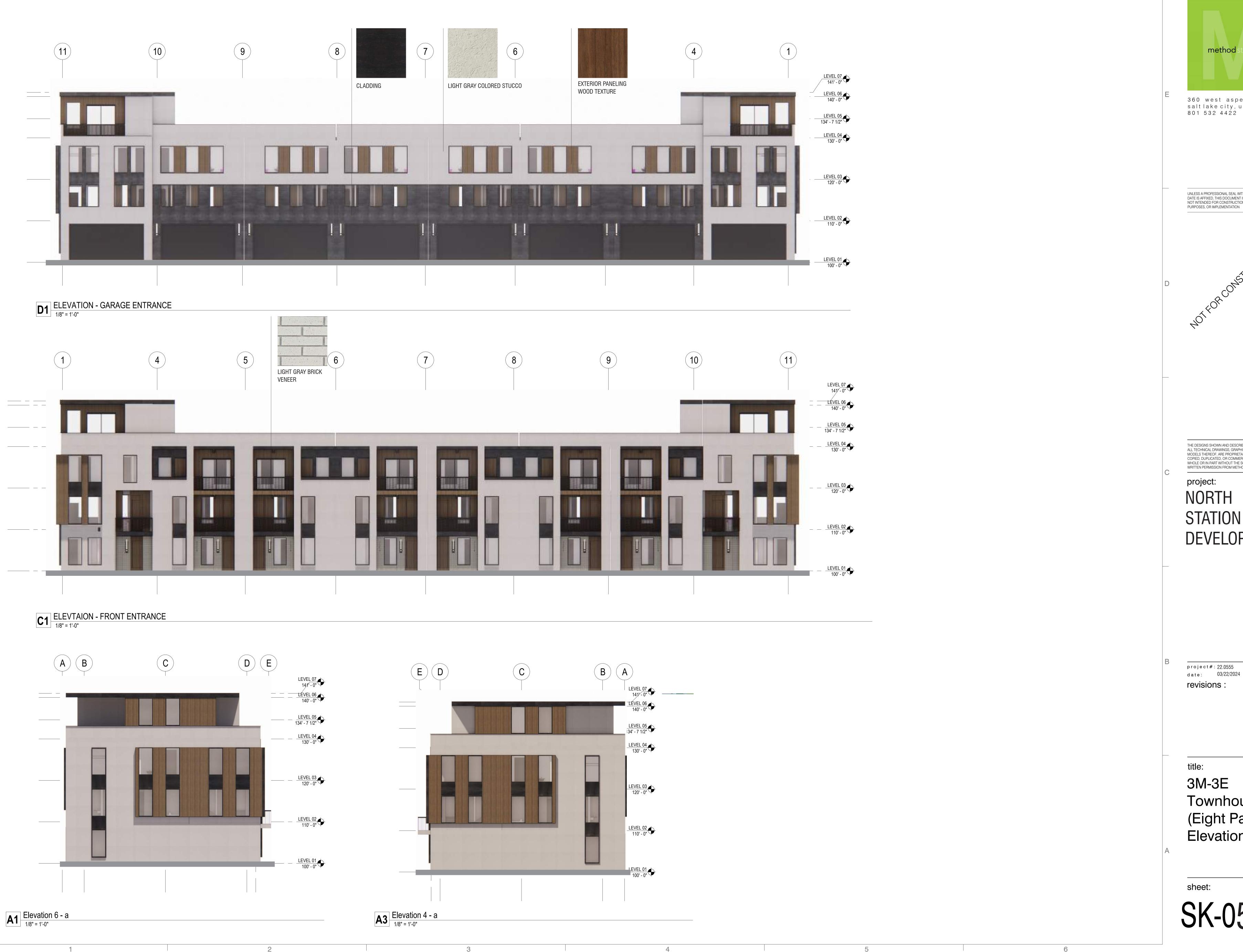
project#: 22.0555 date: 03/22/2024

title

3M-3E TownhouseS (Eight Pack) -Plans

sheet:

SK-05.1



method

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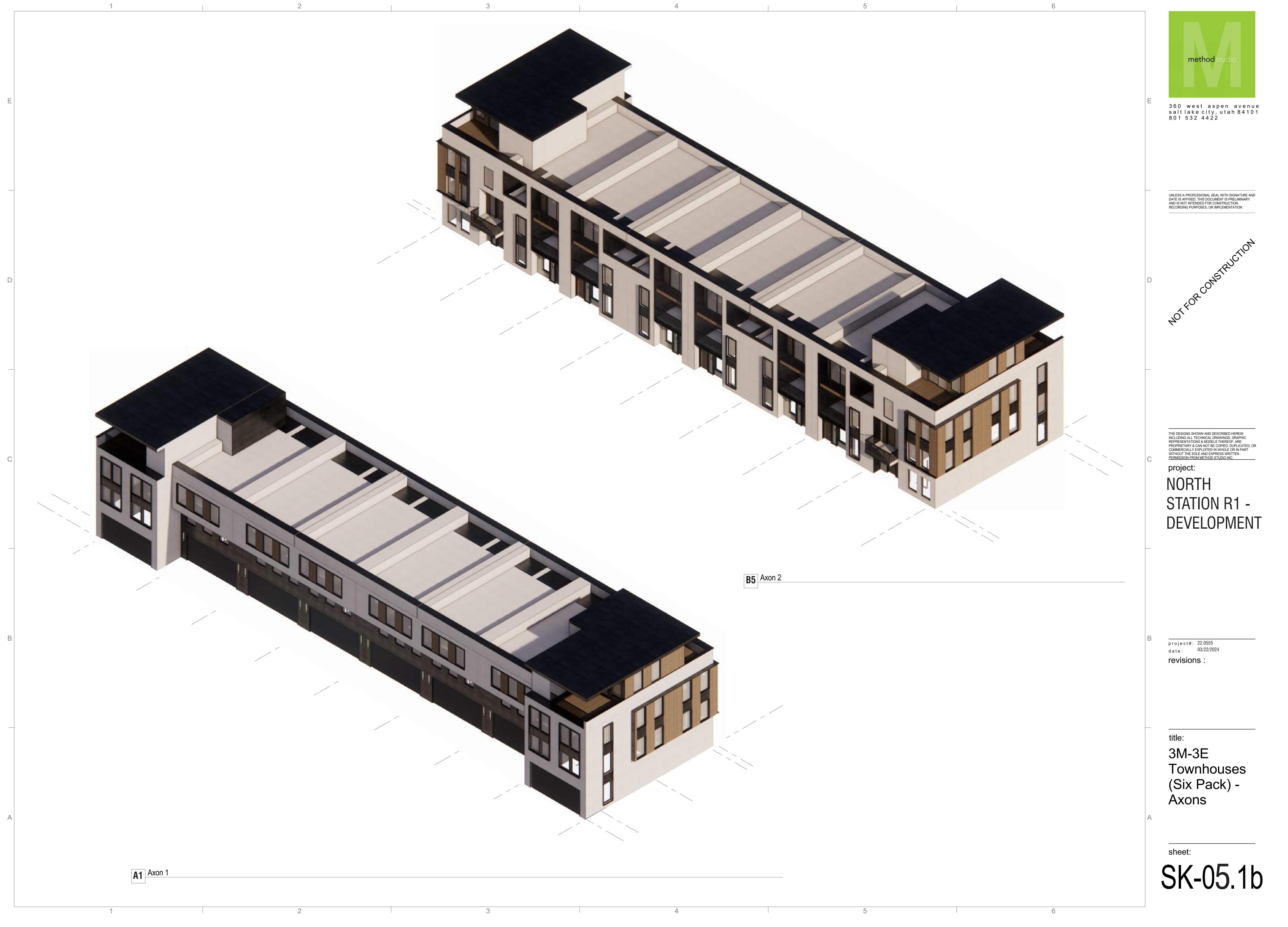
project: NORTH STATION R1 -DEVELOPMENT

project#: 22.0555 date: 03/22/2024 revisions:

3M-3E Townhouses (Eight Pack) -Elevations

sheet:

SK-05.1a











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project:

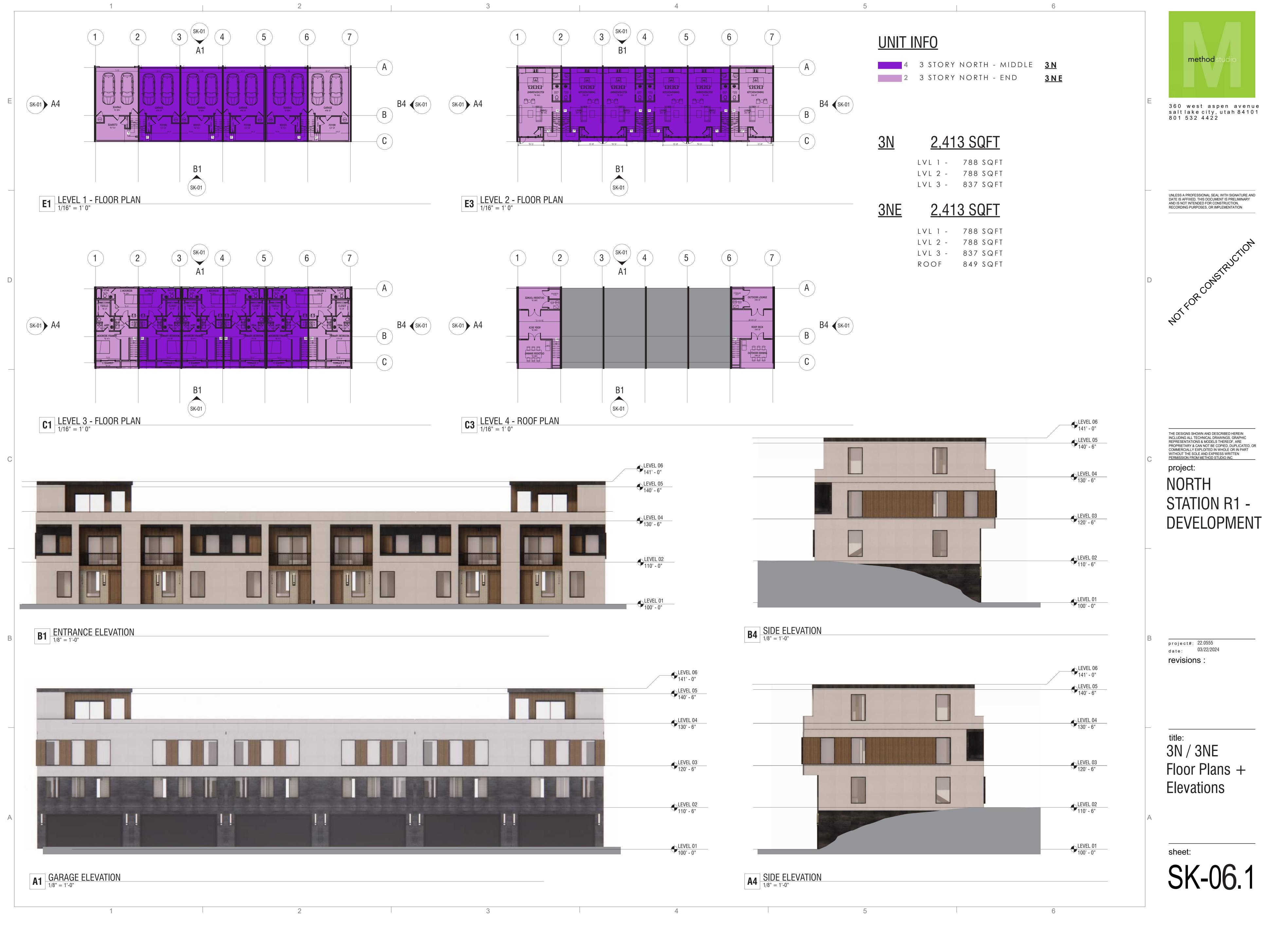
NORTH STATION R1 -DEVELOPMENT

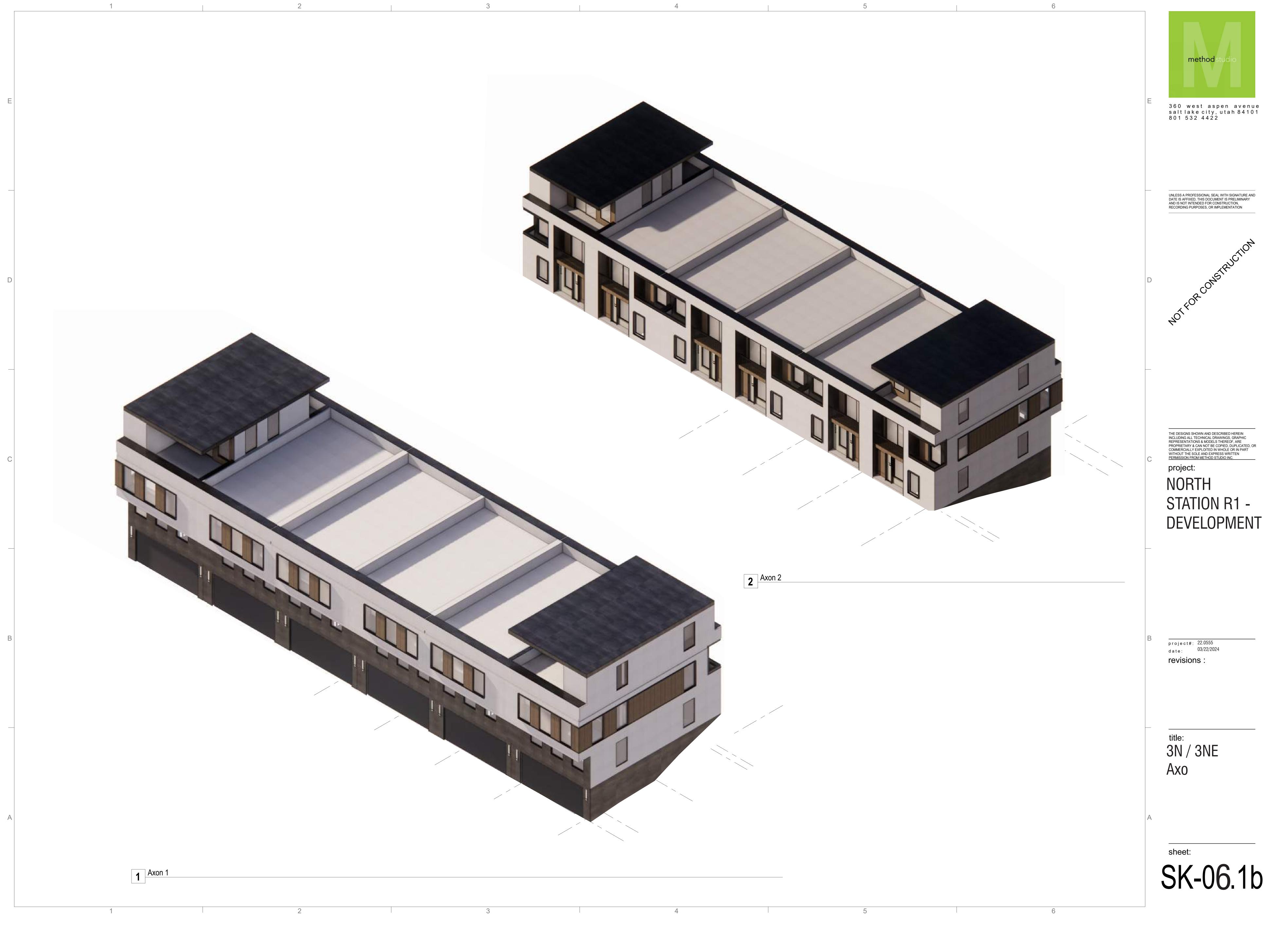
project#: 22.0555 date: 03/22/2024 revisions:

Townhouse -Renderings

sheet: SK-05.C

A1 PERSPECTIVE RENDERINGS













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OTFORCONSTRUCTION

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project:

NORTH STATION R1 -DEVELOPMENT

project#: 22.0555 date: 03/22/2024

title: Renderings

sheet:

SK-06.c

A1 PERSPECTIVE RENDERINGS





3.21.2024

# <u>DEVELOPMENT AGREEMENT</u> <u>FOR</u> NORTH FARMINGTON STATION

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of the day of December 2020 by and between FARMINGTON CITY, a Utah municipal corporation, hereinafter referred to as the "City," and STACK FARMINGTON LAND, LLC, a Utah limited liability company and WASATCH FARMINGTON HOLDINGS, LLC, a Utah limited liability company hereinafter referred to, collectively with their respective assignees, as "Developer."

#### **RECITALS:**

- A. Developer owns or has the right to acquire approximately 128 acres of land, and the City and others own the remaining land, within the boundary set forth in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"). Developer desires to develop the Property pursuant to the City's Land Use Master Plan and the City's Ordinances, as a Class A office park and S.M.A.R.T (Sustainable, Mixed Use, Attractive, Realistic, Transit-Oriented) community including office, multi-family apartments, and supporting retail and complementary uses, to be known as "North Farmington Station". The parties desire to create an office park which utilizes high quality fixtures and amenities consistent with other projects built by Developer in the local market, with commercial and residential development of the same standard.
- B. The Developer has pursued two separate applications before the Planning Commission for the Property represented as North Farmington Station East and North Farmington Station West. The two PMP applications have been combined for consideration by the City Council in one application for approval of North Farmington Station.
- C. On October 20, 2020, the City approved a Project Master Plan (the "PMP") for the Property in accordance with Chapter 18 of the City's zoning ordinance. The approved PMP is attached hereto as Exhibit "B" and incorporated herein by reference. The purposes of the PMP include, among other things, the establishment of uses and minimum building heights applicable to the respective areas of the Property, as set forth in the PMP, although the PMP is not intended to enable future development of the Property without final subdivision and site plan approval with respect to each phase.
- D. The Property is subject to the City's Laws, including without limitation Section 11-18-140 of the City's zoning ordinance, pursuant to which this Agreement may control over certain provisions of the City's Laws with respect to the matters set forth herein.
- E. Persons and entities hereafter developing the Property or any portions of the Property shall accomplish such development in accordance with the City's Laws and the provisions set forth in this Agreement.

F. The City also recognizes that the development of North Farmington Station, and any future phase thereof, may result in tangible benefits to the City through the stimulation of development in the area, including a possible increase of the City's tax base and the development of amenities that may enhance further economic development efforts in the vicinity of the Property, and is therefore willing to enter into this Agreement, subject to the terms and conditions set forth herein.

#### **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. <u>Definitions.</u> In addition to the other capitalized terms defined elsewhere in this Agreement, the following terms shall have the respective meanings indicated below:
- a. "City's Laws" means, collectively, all City ordinances, rules and regulations, including the provisions of the City's General Plan, the City's zoning and subdivision ordinances, the City's engineering development standards and specifications, and any permits issued by the City pursuant to the foregoing ordinances and regulations.
- b. "Effective Date" means the latter of (i) the date of this Agreement set forth in the introductory paragraph hereof, or (ii) the first date that the Developer acquires fee title to the parcels of real property listed in Section 3.
  - i. Notwithstanding the foregoing, this Agreement shall be effective as a contract between the parties on the date of execution of the last party to sign. Provisions relating to development at the Property shall become effective per Section 3 and Section 2 (b) (ii) as herein defined.
- 3. Effectiveness. This Agreement, including the PMP, shall apply to and govern the development of the Property, which consists of the following respective parcels (as identified pursuant to a Davis County Assessor property search): Parcel ID 08-058-0020, 08-058-0016, 08-060-0026, 08-060-0003, 08-057-0015, 08-057-0053, and 08-057-0064. If Developer fails to acquire fee title to all of the foregoing parcels, this Agreement become null and void and all provisions governing future development of the Property shall be of no effect. It is anticipated Developer will acquire a portion or remnant of parcel number 08-057-0046, which shall also be included in the Property. The anticipated acquisition of this parcel is not a condition precedent to this Agreement. However, in the event the remnant is not acquired by Developer, the approved PMP and this Agreement will require amendment as this parcel is within the PMP. The Parties acknowledge that a corresponding amendment has not been approved and that the City cannot commit to approve such an amendment.

- 4. Alternative Approval Process. The City has held all public hearings necessary for, and has approved the PMP. Developer and/or Developer's successors and assigns may from time to time apply to develop any phase of North Farmington Station greater than two and a half (2.5) acres in size in accordance with an alternative approval process as set forth in section of 11-18-140 of the City's zoning ordinance
- 5. <u>Uses of the Property</u>. The uses of the Property and the respective areas of the Property designated for each such use shall be as set forth in the PMP. Specific development standards and processing requirements shall be as follows:
- a. <u>Building Height Limits</u>. Building heights shall be regulated per the PMP, except that the maximum building height is four stories in that part of the orange area as shown in the PMP (Mixed Use Commercial/Residential) abutting Commerce Drive, which orange area is by Spring Creek, and those buildings in the yellow (Residential) area as shown in the PMP shall have a two-story element next and/or closest to the UTA DRG&W trail right-of-way, and those buildings in the tan (Mixed-Use Commercial/Residential Remote Transit HUB) areas north of Spring Creek shall have a maximum building height of seven stories, and as referenced in paragraph c., below.
- b. <u>Residential Uses</u>. Residential uses may be allowed in the tan (Mixed-Use Commercial/Residential Remote Transit HUB), yellow and orange areas as shown in the PMP upon review and City approval of conforming land use applications. prepared by the Developer, which shall include building elevations, as part of the City's normal Development Plan Review Process. Residential uses shall be prohibited in the red (Mixed Use Commercial/Additional Office) and blue (Class A Office) areas as shown in the PMP, except as may otherwise be provided in an amended PMP.
- c. Office to Residential Acreage Ratio. In the event the Developer receives approval by the City as set forth in paragraph 5.b above, Developer shall be permitted to proceed with construction upon final approval for the multi-family residential product, shown in orange in the PMP and located along Burke Lane, and, as shown in Yellow in the PMP. The residential uses in yellow shall be subject to maximum height limitation of 36 feet. The remainder of the residential development in the PMP will not be considered for approval until the first office building is under construction in the blue or red area. Once the first office building is under construction in the blue or red area, the remaining residential, if approved, shall be permitted at a ratio of 3 acres of residential (in the orange and/or tan areas) for every 1 acre of office. The Developer shall submit plans for, and process to completion a building permit application for the first office building on or before December 31, 2023; notwithstanding this, the Developer must obtain site plan and building permit approval and commence construction of the first office building in the blue area, with floor plans no less than a 25,000 square foot footprint, no later than one month after the latter of (i) signing a lease or aggregate of leases of 50% or more of the square footage of the first office building and (ii) receiving construction financing.
- d. <u>Energy Efficiency</u>. All office buildings in the Property will be constructed in a manner generally consistent with LEED Silver standards, Energy Star standards, and

ASHRAE standards, as in effect on the building permit application date, but such certifications shall not be required.

- e. <u>Spring Creek Trail</u>. The Spring Creek Trail system as shown in the PMP shall be sequentially completed as the abutting properties develop unless otherwise required as part of the subdivision/site plan review process.
- f. <u>Infrastructure Requirements</u>. All public infrastructure shall be constructed in strict accordance with the City's Standards and Specifications for Public Improvements and the City's Laws.
- g. <u>CAMP</u>. Common Area Management Plans for the Property shall be approved by the City at the time final site plans are approved for portions of the Property. Those plans shall include, at a minimum, provisions for the maintenance and upkeep of private streets and common areas, snow removal and location, use and maintenance of common and/or shared access points.
- h. <u>Amenities</u>. All amenities associated with the residential development and all architectural materials utilized throughout the project shall be of a quality and standard fitting for a Class A Office and a top quality mixed use development.
- i. <u>Vesting</u>. Throughout the term of this Agreement, the Property shall be regulated per Title 11, Chapter 18, specifically Section 11-18-050 and Section 11-18-060 attached hereto as **Exhibit** "C" of Farmington City's code, as such Chapter reads as of the Effective Date and is incorporated herein by this reference; provided that, without limiting Developer's right to submit petitions or applications under Section 11-18-140 of the City's zoning ordinance, the provisions of this Agreement and the PMP shall control in the case of any conflict with such Chapter.
- j. Regulating Plan Amendment. The City agrees to process to completion an amendment to the Regulating Plan for all Principal Streets as shown on the PMP, which amendment shall be effective no later than the date that is ninety days after the Effective Date. The Amendment of the Regulating Plan relating to non-principal streets will be considered by the City as part of the further development plan review process for site plans or subdivisions.
- k. Office Park Design. Class A Office site plans within the blue area of the PMP shall be designed and approved in such a way to accommodate infill buildings and/or parking structures in the future.
- 6. Assignment. Developer shall not assign this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.
- 7. 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: STACK Real Estate, LLC

Attn: Andrew Bybee or Trevor Evans 2801 North Thanksgiving Way, Ste. 100

Lehi, Utah 84043

To the City: Farmington City

Attn: City Manager 160 South Main Street

Farmington, Utah 84025-0160

- 8. 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, 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 Property, including any related conditions.
- 9. <u>Construction</u>. Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa, as the context may require. 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. Use of the word "including" shall mean "including but not limited to", "including without limitation", or words of similar import.
- 10. Non-Liability of City Officials, Employees and Others. No officer, representative, agent, or employee of the City shall be personally liable to Developer, or any successor-in-interest or assignee of 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.
- 11. 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.
- 12. Recordation. This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.
- 13. Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.
- 14. Term. This Agreement shall become effective upon the Effective Date and shall continue in full force and effect from such date until the date that is thirty (30) years after the

City's completion of construction of the arterial and principal roads shown in the PMP, unless terminated earlier pursuant to Section 15 below.

- development activities on the Property within five (5) years after the Major Public Streets, as defined in the Agreement for the Development of Land between the parties to this Agreement and the Redevelopment Agency of Farmington City are completed, the City may request Developer to provide the City with reasonable plans and assurances that Developer will develop the Property in accordance with this Agreement. In such event, Developer shall have 120 days after receiving such request from the City to provide the City with such information. If Developer fails to respond to such request within such time period, or responds within such time period with plans and assurances that are unacceptable to the City in the City's reasonable discretion, the City may terminate this Agreement by giving written notice to Developer within sixty (60) days following the termination of the 120-day response period described above.
- 16. <u>Severability</u>. 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.
- 17. Amendment. This Agreement may be amended only in writing signed by the parties hereto. The parties acknowledge that Developer intends to acquire additional parcels of real property located adjacent to or near the Property, and the parties desire that Developer develop such additional parcels of Property pursuant to this Agreement to facilitate the consistency of the development of the Property and such additional parcels. Accordingly, and subject to any required PMP approvals which may be required, the parties agree to amend this Agreement to include within the scope and definition of the "Property" hereunder any additional parcels of real property acquired by Developer or its affiliates within the area of the City bounded by Shepard Lane on the north/northwest, Interstate 15 on the northeast, Park Lane on the southeast, and the Denver and Rio Grande Western Rail Trail on the southwest.



### Farmington City Planning Commission Staff Report May 23, 2024

Item 3: Additional text and amendments to Chapter 42, Scenic Byway Overlay, of Title 11, Zoning Regulations as these codes relate to allowed signage in the city's LM&B zoning district.

Public Hearing: Yes
Application No.: ZT-6-24

Applicant: Farmington City

Request: Proposed updates to allowed signage primarily in relation to the LM&B zoning district.

#### **Background Information**

Recently the Planning Commission reviewed an ordinance which would allow signage in the LM&B zoning district to be considered as a Permitted rather than Conditional Use. This change was given a positive recommendation by the Planning Commission, but during the hearing additional restrictions were identified which would need to be considered as well to accommodate appropriate signage for the LM&B zone.

The primary item of concern identified was a restriction in the city's Scenic Byway Overlay district found in Chapter 42 of the zoning ordinance. This district restricts land use in close proximity to the Legacy Parkway to help maintain the aesthetic value of the corridor. Multiple cities along the Legacy parkway corridor cooperated to develop principles and standards to offer consistency along this route. Limitation on the type of signage was one of the items of consideration, however after following up with Centerville, Woods Cross, West Bountiful, and North Salt Lake regarding their ordinances, none of the communities have adopted such restrictive policies as Farmington City regarding signage (or otherwise). In multiple instances the type of signage being considered is already installed on buildings along Legacy Parkway.

#### **Suggested Motion**

Move the Planning Commission recommend the City Council approval the proposed changes to Chapter 11-42 of the City's ordinances.

#### Findings:

After completing the additional research, the proposed updates in the opinion of city staff
are both appropriate for the properties which would potentially be impacted within
Farmington City, and also consistent with the regulations in effect in neighboring cities along
Legacy Parkway.

#### Supplemental Information

Draft Ordinance Revisions

#### 11-41-070: DESIGN STANDARDS:

- G. Signing: Signing is to enhance the scenic qualities of the byway corridor environment and shall complement the signing style used for Legacy Parkway.
- 1. Business signing shall be simple and scaled to allow for sufficient identification of the operation or facility. The style, colors and materials shall complement the architecture and design of buildings associated with the sign.
- 2. <u>Wall Ssign and sign placement shall not exceed fifteen feet (15') in height forextend above the wall on which it is affixed and may not cover more than 10% of the façade on which it is located unless requirements for the underlying zone are more restrictive.</u>
- 2.3. Monument and/or low profile signs shall not exceed six feet (6') in height. wall signs and shall not exceed six feet (6') for monument and/or low profile signs.
- 34. Sign copy shall consist of individual lettering and logos. Sign copy shall not be internally illuminated or animated. No aluminum box or cabinet signs shall be permitted unless associated with a logo and may only be permitted for use as a wall sign in conjunction with individual lettering.
- 45. Informational or business location markers may be allowed as part of the public signing program for streets and highways. Such signs shall be clustered together on a single sign element and shall conform to the design and styles depicted in the Legacy Parkway scenic byway master plan (chapter 5-parkway style, page 13).
  - 56. The following signs and devices are prohibited within the SBW overlay zone:
    - a. Animated, electronic message, roof, graffiti, billboards, off premises and pole signs;
- b. Spotlights, corporate or promotional flags, streamers, pennants, banners and other decorative devices for commercial advertising purposes;
  - c. Balloons, including cold air, helium and other balloons.
- 67. Interpretive signs shall be designed to tell important stories or messages related to the byway corridor experience. These signs shall utilize a design and materials scheme that is consistent and compatible with the theme of the SBW overlay district.





#### CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, May 21, 2024** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 5:00 pm in Conference Room 3 followed by the regular session at 7:00 pm.in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website <a href="www.farmington.utah.gov">www.farmington.utah.gov</a>. If you wish to email a comment for any of the listed public hearings, you may do so to <a href="mailto:dcarlile@farmington.utah.gov">dcarlile@farmington.utah.gov</a>.

#### WORK SESSION - 5:00 p.m.

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

#### REGULAR SESSION - 7:00 p.m.

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

- Invocation Alex Leeman, Council Member
- Pledge of Allegiance Roger Child, Council Member

#### PRESENTATIONS:

- Junior Jazz Award Presentation
- Update from Commissioner Lorene Kamalu and Animal Care Director Ashleigh Young
- Blalock Presentation

#### **PUBLIC HEARINGS:**

- Fire Station 72 Zone Change and Enabling Ordinance
- Additional Text and Amendments regarding Recreational Pools and Tennis Courts

#### **BUSINESS:**

- Resolution providing notice to Davis County of intent to place the RAP Tax on November 2024 Ballot
- Review a De Minimus Impact Concurrence Request from UDOT for the I-15 widening project

#### **SUMMARY ACTION:**

- 1. Consider approval of BH Inc to construct the Overlays FY 2025 Road Maintenance Project Bid
- 2. Consider approval of Morgan Pavement to construct the ONYX FY 2025 Road Maintenance Project Bid
- 3. Consider approval of Staker Parson to construct the Chip Seal FY 2025 Road Maintenance Project Bid
- 4. Consider approval of Asphalt Preservation to construct the Crack Seal FY 2025 Road Maintenance Project Bid
- 5. Amendments to Previously Approved Interlocal Agreement with Davis County and University of Utah Medical Center
- 6. Pick-Up Contribution for Public Safety and Firefighter Tier II Employees

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

- City Manager Report
- 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.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website <u>www.farmington.utah.gov</u> and the Utah Public Notice website at <u>www.utah.gov/pmn</u>. Posted on May 16, 2024