



**FARMINGTON CITY
PLANNING COMMISSION**

July 11, 2024



FARMINGTON

MORE TIME FOR LIVING

PLANNING COMMISSION MEETING NOTICE AND AGENDA

Thursday July 11, 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 & training will be held at **6:00 PM** prior to the **regular session which will begin at 7:00 PM** in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website at farmington.utah.gov. Any emailed comments for the listed public hearings, should be sent to crowe@farmington.utah.gov by 5 p.m. on the day listed above.

SUBDIVISION APPLICATIONS – (public hearing on item #2)

1. Blake Bastian – Applicant is requesting Preliminary Plat / Final Planned Unit Development (PUD) Master Plan approval for the proposed Gatrell Gardens Subdivision, which will consist of 10 lots (including 3 existing homes) on 2.77 acres of property, located at 37 and 79 North 100 West and 184 W State Street, in the OTR zone.
2. Dr. Stephen M. Lyon – Applicant is requesting recommendation for a Schematic Subdivision and PUD overlay zone for the proposed Lyon Meadows subdivision consisting of 16 lots on 5.7 acres of property at 1502 North Frontage Road, in the LR zone.

ZONE CHANGE APPLICATION – (public hearing)

3. Harv Jeppsen – Applicant is requesting recommendation for a rezone to include the AP District overlay zone and an accompanying development agreement for an RV resort at approximately 650 West Lagoon Drive (950 North) on approximately 6.5 acres of property, in the A Zone.

ZONE TEXT APPLICATIONS – (public hearing on item #5)

4. Farmington City – Applicant is requesting a recommendation for consideration to add additional text and changes to multiple sections of Title 11 allowing separate ownership of accessory dwelling units. – *previously tabled*.
5. Farmington City – Applicant is requesting recommendation of additional text and amendments to multiple sections of Title 12, Subdivisions, to align the City's ordinances with the State of Utah's requirements for subdivision improvement warranties and to establish the Planning Commission as the land use authority for creating a DADU Parcel by metes and bounds.

OTHER BUSINESS

6. Miscellaneous, correspondence, etc.
 - a. Planning Commission Minutes Approval – 06.20.2024
 - b. City Council Report – 07.02.2024
 - c. Other

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

CERTIFICATE OF POSTING I hereby certify that the above notice and agenda were posted at Farmington City Hall, the State Public Notice website, the city website www.farmington.utah.gov, the Utah Public Notice website at www.utah.gov/pmn on July 08, 2024.
Carly Rowe, Planning Secretary



Farmington City Planning Commission Staff Report July 11, 2024

Item 1: Final PUD Master Plan and Preliminary Plat - Gatrell Subdivision Planned Unit Development (PUD)

Public Hearing:	No
Application No.:	S-5-23
Property Address:	37 and 79 North 100 West and 184 W State Street
General Plan Designation:	LDR (Low Density Residential)
Zoning Designation:	OTR (Original Townsite Residential)
Area:	2.5 acres
Property Owner/Applicant:	Blake Bastian and Fadel Trust / Blake Bastian

Request: *Applicant requests preliminary plat and Final PUD Master Plan approval for the Gatrell Gardens PUD.*

Background Information

The subject property consists of 2.5 acres accessed from 100 West Street just north of State Street currently includes 2 homes. The schematic subdivision plan included 10 lots: 8 on the Gatrell parcel, and 3 on the neighboring Fadel property. As reviews with the Development Review Committee progressed, the PUD plan has been reduced to 7 buildable lots with two Parcels, to be developed at a later date. The two parcels are on the Fadel properties and have been designated as such because the property owner is not yet ready to build on this land and prefers to contribute to the private road 25 North at a later date. Because access to these 2 parcels is reliant on the private 25 North, they will remain in the PUD. When the Fadels are ready to proceed with creating buildable lots and contributing to 25 North, the PUD would require a plat amendment to change the parcels to lots. This will require approval by the Land Use Authority at the time.

The City Council approved the Schematic Subdivision, Preliminary PUD Master Plan, and Development Agreement for this project on December 5, 2023. Their approval allowed for the historic homes to count in lieu of providing open space. The agreement requires that the existing homes remain eligible for the Historic Register. Preliminary Plat and Final PUD Master Plan are the last Planning Commission approvals required. Final plat will be reviewed and approved by Staff before recording and subdivision improvements.

Suggested Motion

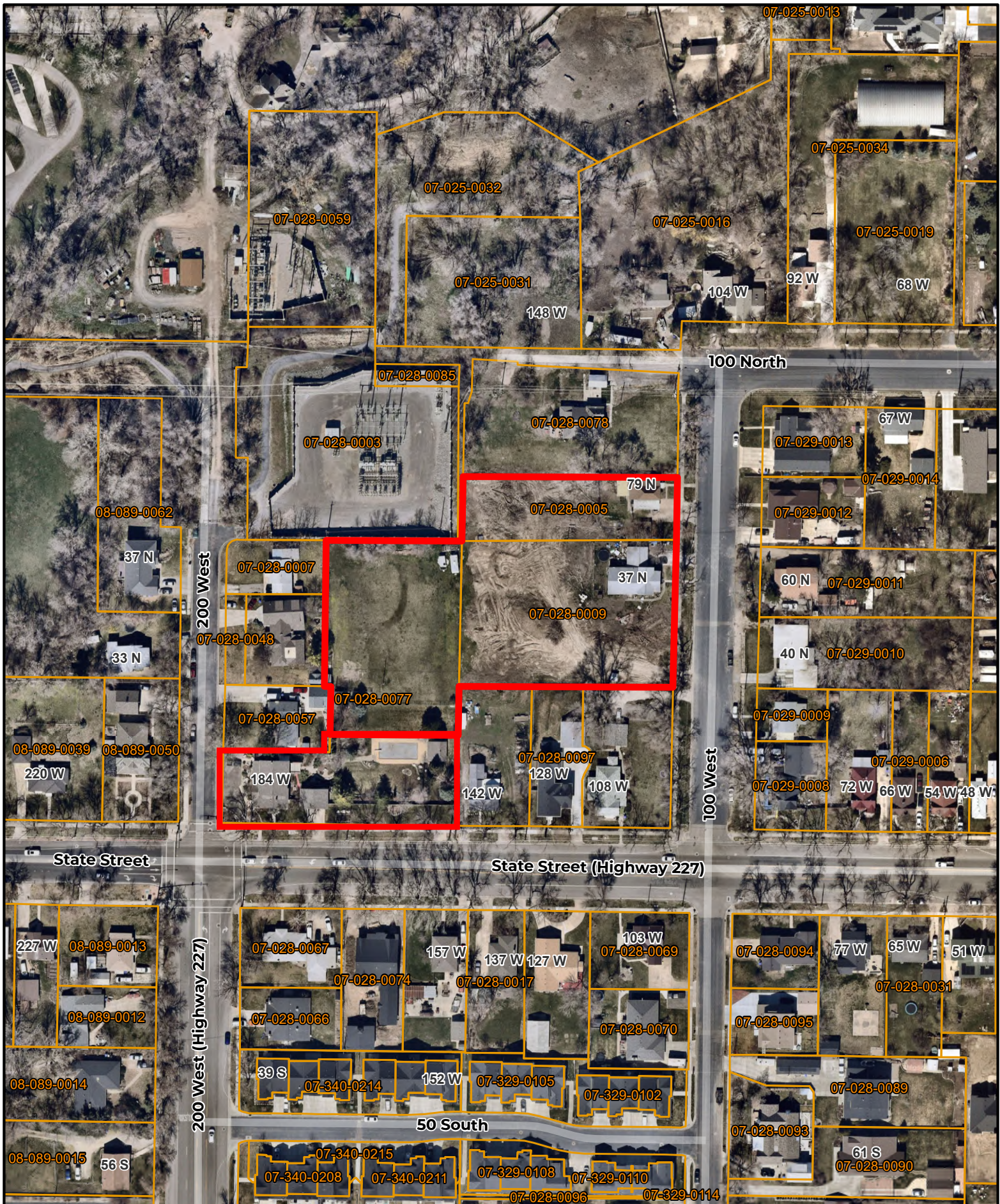
Move that the Planning Commission approve the Preliminary Plat and Final PUD Master Plan for the Gatrell Gardens subdivision, subject to all applicable Farmington City development standards and ordinances.

Findings:

- 1. Detailed engineering and plans have been reviewed and proven to meet applicable design standards and regulations.**
- 2. The proposed Preliminary Plat and Final PUD Master Plan are consistent with the approved Schematic Subdivision, Preliminary PUD Master Plan, and the approved Development Agreement for the project.**

Supplemental Information

- 1. Vicinity map**
- 2. Approved DA and exhibits (Schematic Plan and preliminary PUD Master Plan)**
- 3. Preliminary Plat and accompanying drawings**
- 4. Copy of CCRs**



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

DEVELOPMENT AND PIONEERING AGREEMENT
FOR THE GATRELL PUD SUBDIVISION

THIS DEVELOPMENT AND PIONEERING AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2024, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” the **BARBARA FADEL LIVING TRUST, DATED DECEMBER 30, 2021**, and **Blake Bastian** hereinafter referred to as “Owner,” and **ELITE CRAFT HOMES, LLC**, hereinafter referred to as the “Developer.”

RECITALS

A. Owner owns approximately 2.7 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 Gatrell Gardens 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. Part of the Project will require the development of a private road and storm tech underground water detention for storm water serving the Lots within the Project (the “**Improvements**”).

E. Developer agrees to complete the construction of and to initially incur the full expense of constructing the Improvements, subject to potentially being reimbursed for a portion of the expense by the current owner, or subsequent owner, of Parcel A and Parcel B identified on the Plat (the “**Benefitted Property**”), as more fully identified on **Exhibit “B”**, and as more fully set forth herein.

F. Pursuant to applicable provisions of the Farmington City Code; namely, Farmington City Code Section 12-6-090 et seq., Developer may, in connection with the Project and development of the Property and the construction of the Improvements, request to be reimbursed by the owner of the Benefitted Property (the “**Adjoining Owner**”) when the Adjoining Owner develops the Benefitted Property within the next fifteen (15) years;

G. The Benefitted Property is declared by the City to be a property that abuts or is adjacent to the Improvements that will be installed by Developer, and which said Improvements directly benefit the Benefitted Property.

H. 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. Owner expressly agrees to the terms and conditions of this Agreement and acknowledges that this Agreement shall run with the land until its termination.

3. **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, Owner and Developer agree 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, Owner or 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. **Compliance with Plans.** Development shall be completed in substantial compliance with Project shown in **Exhibit "C"** including but not limited to details regarding:

- a) **Density.** The maximum number of lots in the Project is **10** lots.
- b) **Common Space.** The Project contains 0% common space. The preservation of the 2 historic homes counts towards the open space.
- c) **Building Height.** Buildings within the Project may be 1 or 2 stories not to exceed 27 feet per the OTR zone.
- d) **Layout, Circulation, Connectivity.** Lot layout and street pattern shall be as indicated in **Exhibit "C"**.

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) Lot size and setback: The Property shall be developed in substantial compliance with **Exhibit "C"** wherein:

i) No lot shall be smaller than 5,775 sq. ft. nor be less than 70 ft. in width.

ii) Lots 3, 4, 5, 6, and 7: Garages must be set back a minimum of 20 feet from the front lot line while other portions of the home may be set back 15 feet from the front lot line or corner side yard in the case of Lot 3.

iii) Lots 1-7:

(1) Rear yard setback shall be a minimum of 10 ft.

(2) Side yard setback shall be a minimum of 5 ft.

(3) Existing north side yard setback of 3.4 ft. for the existing house identified in **Exhibit "C"** on Lot 1 may remain. Additions to this house may keep the established north side yard setback.

(4) Corner side yard of existing house of 8.7 ft. for the existing house identified in **Exhibit "C"** on lot 2 may remain. Additions to this house may keep the established corner sideyard setback.

(5) Corner side yard for Lot 6 shall be 10 ft. as shown in **Exhibit "C"**

iv) Parcel B shall be allowed to gain access via an easement in the location identified on **Exhibit "C"** (the "**Access Easement Area**") and is not required to have frontage along a street.

v) Initially, 25 North Street as shown in **Exhibit "C"** will stop at the Access Easement Area and be landscaped. Once the Adjoining Owner seeks development of the Benefitted Property and elects to use 25 North Street for ingress and egress of the Benefitted Property, Adjoining Owner shall be responsible, at its sole cost, to extend 25 North Street across the Access Easement Area to the Benefitted Property property line in compliance with Farmington City requirements. At such time, Developer shall grant Adjoining Owner a reasonable and appropriate construction easement over the Access Easement Area to construct the extension of 25 North Street as stated above.

b) **Architectural Standards.** Developer will follow OTR design guidelines within the Project with the exception of lots 4, 5, 6, & 7. Lots 4, 5, 6, & 7 are exempt from following FMC 11-17-050 of Chapter 17 Original Townsite Residential Zone (OTR) of Farmington Code as it relates to garages. The Developer will have the leeway to build the homes with 3 car garages without restrictions.

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

a) **Historic Preservation.** The 2 historic homes at 79 N 100 W Farmington and 37 N 100 W Farmington will be preserved. They will not be torn down, and if any modifications are done by the developer to those two home sites, such modifications must maintain their eligibility to remain on the National Historic Registry.

b) **Trees.** A minimum of 2 trees per lot shall be planted or maintained for interior lots. Corner lots shall plant or maintain a minimum of 3 trees each.

c) **Technical Review.** The Developer will meet all requirements of the city's DRC (Development Review Committee).

d) **Notification of Restriction.** Owner 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, Owner agrees that it is willing to accept this restriction in exchange for the benefits received from the City through this Agreement.

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

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

9. **Cost Allocation and Collection from the Benefitted Property.**

a) The parties agree that the Benefitted Property is the only Benefitted Property, and that cost allocation and collection shall be limited to only the Adjoining Owner.

b) After proper analysis consistent with Farmington City Code Section 12-6-090(C), the City thus allocates costs of the Improvements to the Adjoining Owner, as the

sole Benefitted Property owner, in the amount set forth in the amount of \$12,000.00 for each Parcel.

c) The City shall require the Adjoining Owner, if and when it seeks City approval to develop, subdivide or build, to pay the City the appropriate allocated cost of \$12,000.00 per Parcel prior to, and as a condition of granting any development, subdivision, conditional use, or site plan approval, and prior to the City issuing any building permit with respect to the Benefitted Property. The parties acknowledge, understand and agree that the City does not guarantee collection from the Benefitted Property and is not required to bring a judicial action to enforce the Agreement against any Benefitted Property or person. In the event that the City does not collect, the City shall assign such right to Developer, permitting Developer to collect on and enforce this Agreement.

10. Reimbursement Payments.

a) Upon collection of the allocated costs from the Adjoining Owner as set forth herein, City shall promptly pay the collected amount as a Reimbursement Payment to Developer. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make any Reimbursement Payment to Developer until the allocated costs are actually received by the City. The parties acknowledge, understand and agree that:

i) The City is not directly responsible or liable for any Reimbursement Payment to Developer, other than to account for and pay to Developer sums received; and

ii) The City is not responsible in the event this Agreement is determined by a court of competent jurisdiction to be unenforceable.

b) No reimbursement from the Benefitted Property shall be due to Developer pursuant to this Agreement until:

i) The Improvements have been fully installed, inspected, and approved by the City;

ii) Developer has submitted documentation evidencing actual costs of the Improvements; and

iii) Such reimbursement is required by the terms of this Agreement and the Farmington City Code.

11. Indemnification and Insurance. Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection

with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than One Million Dollars (\$1,000,000) and naming the City as an additional insured.

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

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

14. Homeowner's or Commercial Building Owner's Association. The Developer warrants and provides assurances that all landscaping not located on a Lot, private drives, and amenities, if any, located within the Project shall be maintained by a private association of homeowners, building owners, or a combination of the two. The association shall either be created for this Project, or it shall be absorbed by another Association. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by the association. The City shall have no maintenance responsibility in relation to the property owned by the association and shall only plow and maintain public roads that are designated as public on the plat. This section survives termination under Subsection **Error! Reference source not found.** of this Agreement, unless specifically terminated in writing.

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

16. Legal Rights. The Developer is represented by counsel and has had an opportunity to receive advice from counsel 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.

17. 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: Elite Craft Homes
P.O. Box 980
Farmington, UT 84025

To the Owner: Blake Bastian
7689 S. 1750 E.
South Weber, UT 84405

Barbara Fadel Living Trust
184 West State Street
Farmington, UT 84025

To the City: Farmington City
Attn: City Manager
160 South Main Street

Farmington, Utah 84025

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

- a) The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.
- b) The right to draw upon any security posted or provided in connection with the Project.
- c) The right to terminate this Agreement.

19. 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.

20. Vested Rights. The Parties intend that this Agreement be construed to grant the Owner and 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, Owner and 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.

21. 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.

22. Termination. This Agreement shall expire fifteen (15) years from the date of this Agreement, or such time that Developer has recovered the costs specified in this Agreement, whichever comes first.

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

24. 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.

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

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

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

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

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

35. 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.

36. 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”

Elite Craft Homes, LLC

By

Its

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 2024, personally appeared before me, _____, who being by me duly sworn, did say that the foregoing instrument was signed by him on behalf of Elite Craft Homes, LLC.

Public

_____ Notary

“OWNER”
Barbara Fadel Trust,
Dated December 30, 2021

Barbara Fadel
Trustee of the Barbara Fadel Trust, Dated
December 30, 2021

Erick R. Fadel
Trustee of the Barbara Fadel Trust, Dated
December 30, 2021

Kyle R. Fadel
Trustee of the Barbara Fadel Trust, Dated
December 30, 2021

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 2024, personally appeared before me, Barbara Fadel, Erick R. Fadel, and Kyle R. Fadel, who being by me duly sworn, did say that the foregoing instrument was signed by him/her as trustees of the Barbara Fadel Family Trust, Dated December 30, 2021.

Public

_____ Notary

“OWNER”
Blake Bastian

Blake Bastian

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 2024, personally appeared before me, Blake Bastian, who being by me duly sworn, did say that the foregoing instrument was signed by him.

Public

_____ Notary

FARMINGTON CITY

By _____
Brett Anderson, Mayor

Attest:

DeAnn Carlile
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____, 2024, personally appeared before me, Brett Anderson, who being by me duly sworn, did say that he is the Mayor of Farmington City, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of the City for the purposes therein stated.

Public

_____ Notary

Approved as to Form:

Paul H. Roberts
City Attorney

EXHIBIT "A"

PROPERTY DESCRIPTION

Davis County Parcel ID #07-028-0005

Legal: BEG 4 FT 2 IN N OF SE COR OF LOT 5, BLK 9, PLAT A, FARMINGTON TS SURVEY, W 247.5 FT TO PT ON W SIDE OF SD LOT 5, DIST 4 FT 2 IN N FR SW COR OF SD LOT 5, N 77 FT, E TO PT ON 1ST W STR DISTANT 86 FT 2 IN N FR SE COR OF SD LOT 5, S 82 FT TO PT OF BEG. CONT. 0.451 ACRES.

Davis County Parcel ID #07-028-0009

Legal: ALL OF LOT 6, BLK 9, PLAT A, FARMINGTON TS SURVEY. CONT. 0.94 ACRES

Davis County Parcel ID #07-028-0077

Legal: BEG AT THE SE COR OF LOT 2, BLK 9, PLAT A, FARMINGTON TS SURVEY; & RUN TH N 330 FT TO THE NE COR OF LOT 3, SD BLK 9; TH W 156.4 FT, M/L; TH S 64.36 FT; TH N 89°10' E 3.4 FT; TH S 103.85 FT; TH E 6.5 FT; TH S 79.7 FT; TH S 89°55' W 125.50 FT TO THE E LINE OF A STR; TH S 82.06 FT ALG SD STR TO THE N LINE OF STATE STR; TH E ALG THE N LINE OF STATE STR 272.0 FT TO THE POB. CONT 1.38 ACRES

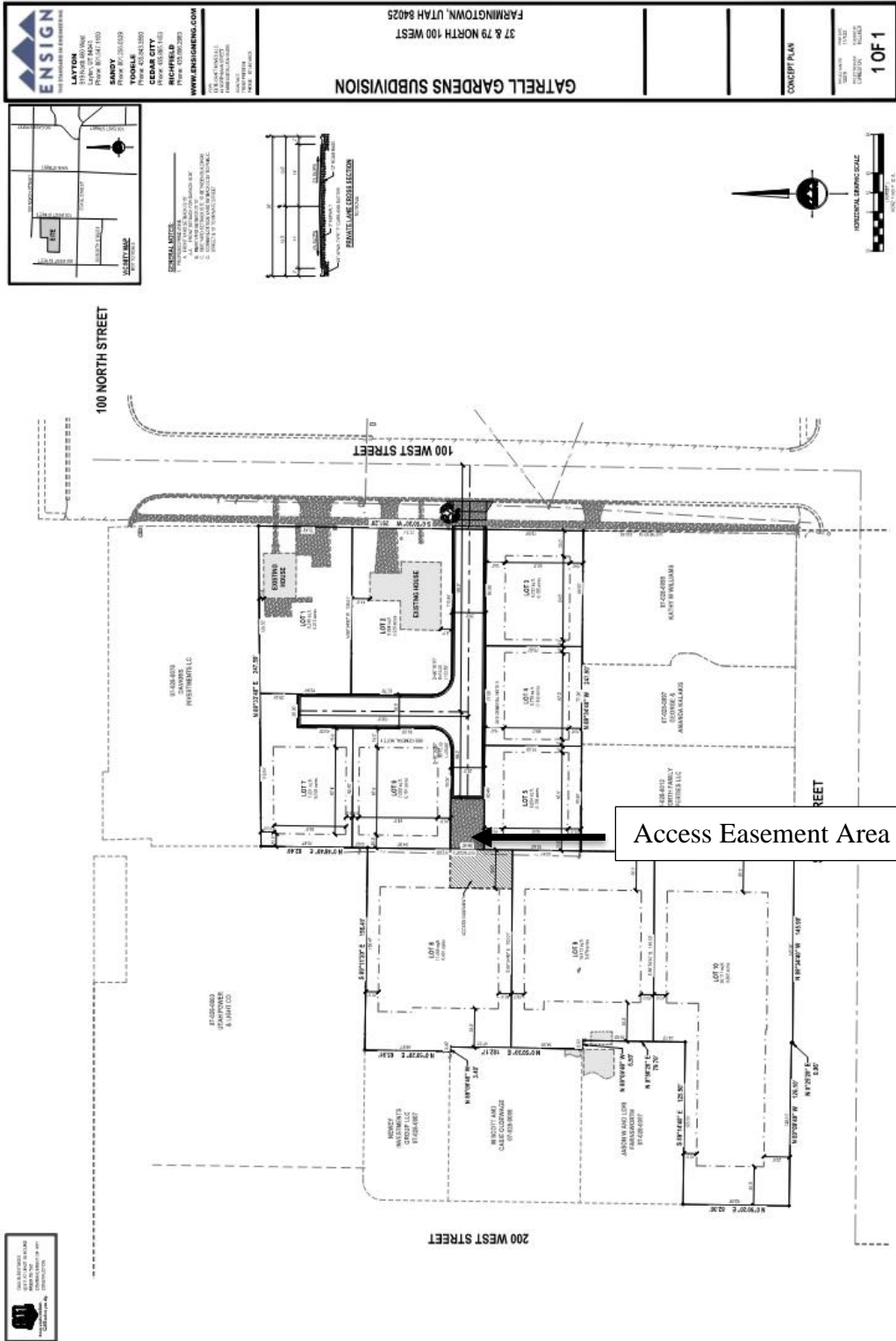
**EXHIBIT “B”
Benefitted Property**

Legal Description

All of ‘Parcel A’ and ‘Parcel B’ of the Gatrell P.U.D. Subdivision.

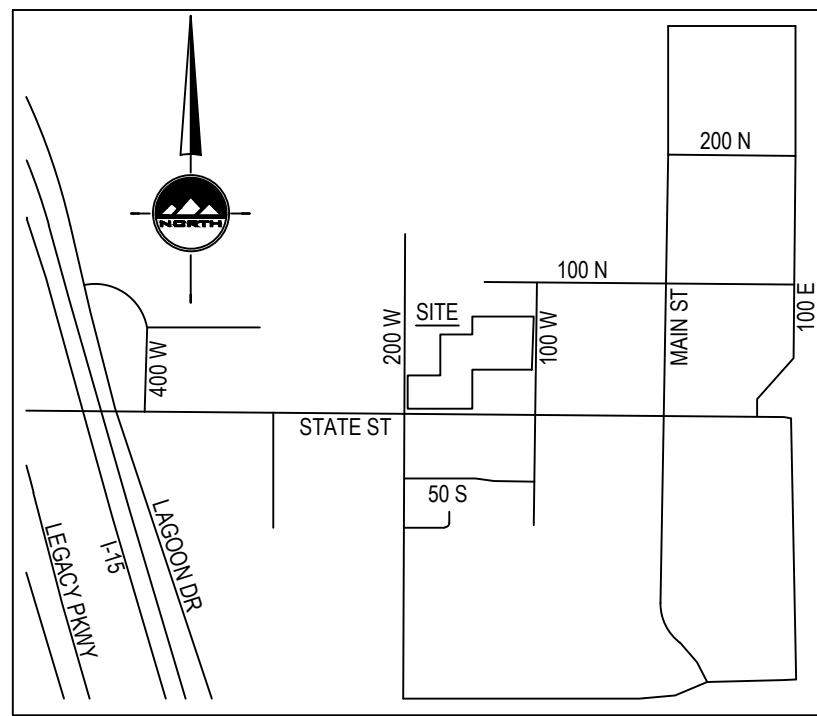
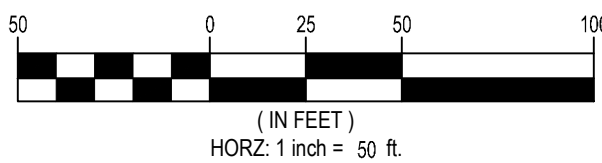
Exhibit "C"

Schematic Subdivision Plans



**A PART OF LOTS 2, 3, 5 AND 6 BLOCK 9, PLAT "A" FARMINGTON
TOWNSITE SURVEY
LOCATED IN THE NORTHWEST QUARTER OF SECTION 19
TOWNSHIP 3 NORTH, RANGE 1 EAST
SALT LAKE BASE & MERIDIAN
FARMINGTON, DAVIS COUNTY, UTAH
JULY 2024**

1. ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS (PUDE) ARE 10' FRONT, UNLESS OTHERWISE NOTED HEREON.
2. ALL STORMWATER TO FLOW TO PUBLIC RIGHT-OF-WAY OR TO ONSITE STORM DRAIN SYSTEM. NO STORMWATER WILL BE ALLOWED TO FLOW ACROSS LOT LINES WITHOUT A PRIVATE DRAINAGE EASEMENT.
3. THE PRIVATE REAR YARD DRAIN SYSTEM IS TO BE INSTALLED BY THE DEVELOPER AND MAINTAINED BY THE INDIVIDUAL LOT OWNERS.
4. UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND THROUGH ANY UTILIZED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND THROUGH THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PUDE. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PUDE. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PUDE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PUDE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PUDE.
5. PROTECT ALL EXISTING SECTION CORNERS AND STREET MONUMENTS. COORDINATE ALL SURVEY STATION ELEVATIONS ESTABLISHED. GRADE ADJUSTMENT AND ALL REQUIRED FEES AND PERMITS WITH THE COUNTY SURVEYOR PRIOR TO DISRUPTION OF ANY EXISTING MONUMENTS.
6. 58" X 24" REBAR AND CAP WILL BE PLACED AT ALL REAR LOT CORNERS AND FRONT LOT CORNERS WILL BE MARKED WITH A NAIL OR RIVET LATER. THE EXTENSION IN THE CURB.
7. DAVIS COUNTY RESTRICTS THE OCCUPANCY OF BUILDINGS WITHIN DEVELOPMENTS AS OUTLINED IN THE ADOPTED BUILDING AND FIRE CODES. IT IS UNLAWFUL TO OCCUPY A BUILDING LOCATED WITHIN A DEVELOPMENT WITHOUT FIRST HAVING OBTAINED A CERTIFICATE OF OCCUPANCY ISSUED BY THE COUNTY.
8. A SOLS REPORT HAS BEEN PREPARED AND SUBMITTED TO THE CITY FOR THE SUBDIVISION. REPORT BY CHRISTENSEN GEOTECHNICAL. PROJECT NO: 100-038, DATE FEBRUARY 6, 2024.
9. STORM WATER RETENTION WILL BE REQUIRED WHEN PARCELS A AND B DEVELOP.



	SECTION CORNER
	WITNESS MONUMENT
	PROPOSED STREET MONUMENT
	EXISTING STREET MONUMENT
	SET 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP OR NAIL STAMPED "EASING ENG. & LAND SURV."
	SECTION LINE
	SECTION TIE LINE
	PROPERTY LINE
	ADJACENT PROPERTY LINE
	ROAD CENTERLINE
	ADJACENT ROAD CENTERLINE
	RIGHT OF WAY
	ADJACENT RIGHT OF WAY
	LOT LINE
	ADJACENT LOT LINE
	EASEMENT
	TANGENT
	UTILITY AND ACCESS EASEMENT
	30" Ø SEWER EASEMENT
	10' Ø PRIVATE STORM DRAIN EASEMENT

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	15.00'	23.56'	90°00'00"	N44°34'40"W	21.21'
C2	15.00'	23.56'	90°00'00"	S45°25'20"W	21.21'

WITNESS CORNER
FOR THE CENTER OF
SECTION 19
NORTH, RANGE 1 EAST
LAKE BASE & MERIDIAN
(FOUND ALUMINUM CAP)

N 0°10'00" W 69.45' (RECORD)
N 0°40'28" W 69.43' (MEASURED)

CENTER OF SECTION 19
NORTH, RANGE 1 EAST
LAKE BASE & MERIDIAN
(NOT FOUND)

LAYTON
919 North 400 West
Layton UT 84041
Phone: 801.547.1100
Fax: 801.593.6315
WWW.ENSIGNUTAH.COM

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2963

DATE:
:
DRAWING No
:

I, TRENT WILLIAMS, do hereby certify that I am a Licensed Land Professional Surveyor in the State of Utah, and that I hold License No. 80345679 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyor's Act; with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to accurately establish the lateral boundaries of the herein described tract of real property; and has been drawn correctly to the designated scale and is a true and correct representation of the herein described lands including in said subdivision, based upon data compiled from records of the Davis County Records Office. I further certify that all lots meet frontage width and area requirements of the applicable zone ordinances.

A parcel of land, situate in the Northwest Quarter of Section 19, Township 3 North, Range 1 East, Salt Lake Base and Meridian, also being a part of Lots 2, 3, 5 and 6, Block 9, Plat "A" Farmington Townsite Survey. Said parcel also located in Farmington City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on westerly right-of-way line of 100 West Street, said point also being the common lot line between Lots 1 and 6, Block 9, Plat "A" Farmington Townsite Survey, said point being North 89°53'30" East 603.86 feet along the Section line (NAD89 bearing being South 89°46'08" East between the West Quarter Corner and the Center Quarter Corner of said Section 19) and North 00°06'30" West 330.48 feet from the West Quarter Corner of said Section 19 and running thence:

North 89°34'40" West 247.50 feet along the North line of Lot 1, Block 9, Plat "A" Farmington Townsite Survey to the Northwest Corner of said Lot;

thence South 00°50'28" West 165.00 foot to the northerly right-of-way line of Slate Street (SR-227);

thence North 89°34'40" West 272.01 feet along said right-of-way line to the easterly right-of-way line of 200 West Street;

thence North 00°50'20" East 83.93 feet along said easterly right-of-way line;

thence South 89°14'40" East 125.50 feet;

thence North 00°50'20" East 79.70 feet;

thence North 89°09'40" East 6.50 feet;

thence North 00°50'20" East 102.17 feet;

thence North 89°09'40" West 3.40 feet;

thence North 00°50'20" East 65.91 feet to the southerly line of Lot 4, Block 9, Plat "A" Farmington Townsite Survey;

thence North 89°11'20" East 156.41 feet along the southerly line of said Lot 4 to the Southeast Corner of said Lot 4;

thence North 00°49'40" East 82.48 feet along the easterly line of said Lot 4;

thence North 89°33'40" East 247.59 feet to the westerly right-of-way line of 100 West Street;

thence South 00°50'20" West 251.20 feet along said westerly right-of-way line to the Point of Beginning.

Contains: 121,934 square feet or 2.799 acres

We the undersigned owners of the herein described tract of land, do hereby set apart and subdivide the same into lots and streets (private streets, private rights-of-way) as shown hereon and name said tract, and do hereby dedicate, grant and convey to Davis County, Utah, or its designee, all those parts or portions of said tract of land designated as parks the same to be used as public open space:

GATRELL P.U.D. SUBDIVISION

Dedicate to public use all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares.

Dedicate and reserve unto themselves, their heirs, their grantees and assigns, a right-of-way to be used in common with all others within said subdivision (and those adjoining subdivisions that may be subdivided by the undersigned owners, their successors, or assigns) on, over and across all those portions or parts of said tract of land designated on said plat as private streets (private rights-of-way) as access to the individual lots, to be maintained by a lot (unit) owners' association whose membership consists of said owners, their grantees, successors, or assigns.

Grant and dedicate a perpetual right-of-way and easement over, upon and under the lands designated hereon as private roads to Farmington for utility purposes.

Grant and dedicate a perpetual right and easement over, upon and under the lands designated hereof as public utility, storm water detention ponds, drainage easements and canal maintenance easement, the same to be used for the installation maintenance and operation of public utility service lines, storm drainage facilities, irrigation canals or for the perpetual preservation of water channels in their natural state whichever is applicable as may be authorized by the governing authority, with no buildings or structures being erected within such easements.

Grant and dedicate unto all owners of lots upon which private land drains are constructed or which are otherwise dependent upon such land drains, an easement over such land drains for the purpose of perpetual maintenance and operation.

In witness whereof We(I) have hereto set our hands(s) this _____ day of _____ A.D., 20____.

STATE OF UTAH)
County of DAVIS)S.S.

On the _____ day of _____, A.D. 20____, _____ personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that he/she is the _____ of _____, a Limited Liability Company and that he/she signed the Owner's Dedication and Acknowledgement of Responsibilities freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____,
_____, RESIDING IN _____ COUNTY.
NOTARY PUBLIC

LOCATED IN THE NORTHWEST QUARTER OF SECTION 19
TOWNSHIP 3 NORTH, RANGE 1 EAST
SALT LAKE BASE & MERIDIAN
FARMINGTON, DAVIS COUNTY, UTAH

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

DAVIS COUNTY RECORDER

BY _____ DEPUTY RECORDER

BENCHLAND WATER DISTRICT

APPROVED THIS _____ DAY OF _____, 20____.
BY THE BENCHLAND WATER DISTRICT ATTORNEY.

BENCHLAND WATER DISTRICT MANAGER

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

CENTRAL DAVIS SEWER DISTRICT

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

FARMINGTON CITY ATTORNEY

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

CHAIRMAN, FARMINGTON CITY PLANNING COMMISSION

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

FARMINGTON CITY ENGINEER

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

CITY RECORDER CITY MAYOR

PROJECT NUMBER : 12279
MANAGER : C.PRESTON
DRAWN BY : J.RINDLISBACHER
CHECKED BY : T.WILLIAMS
DATE : 7/1/2024

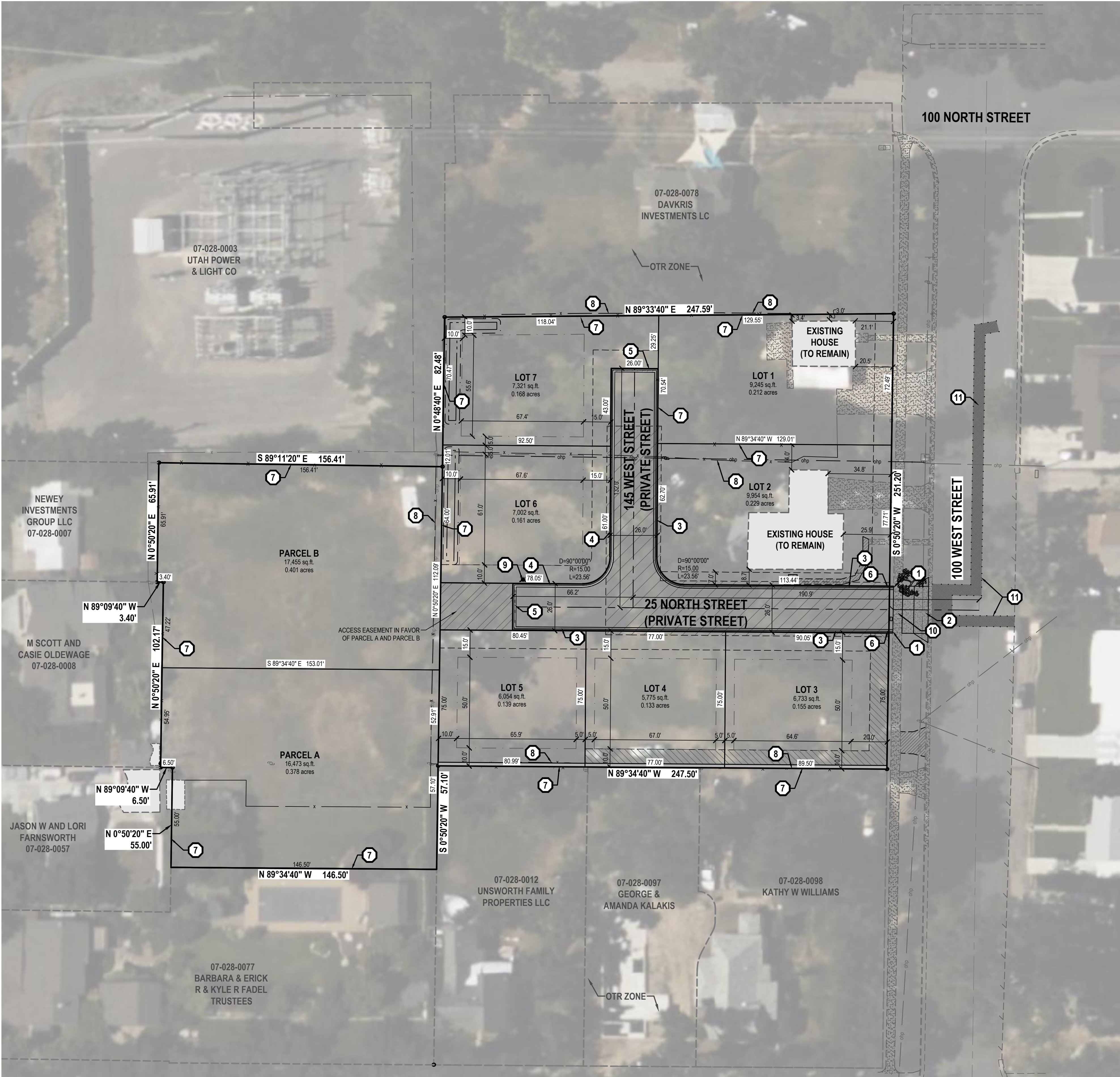
PROJECT NUMBER : 12279
MANAGER : C.PRESTON
DRAWN BY : J.RINDLISBACHER
CHECKED BY : T.WILLIAMS
DATE : 7/1/2024

811

CALL BLUESTAKES @ 811
AT LEAST 48 HOURS PRIOR
TO THE COMMENCEMENT
OF ANY CONSTRUCTION
Call before you dig.

BENCHMARK

NCS BENCHMARK SET IN 1925. LOCATED
SOUTHEAST OF PROPERTY.
ELEV = 4305.51'



GENERAL NOTES

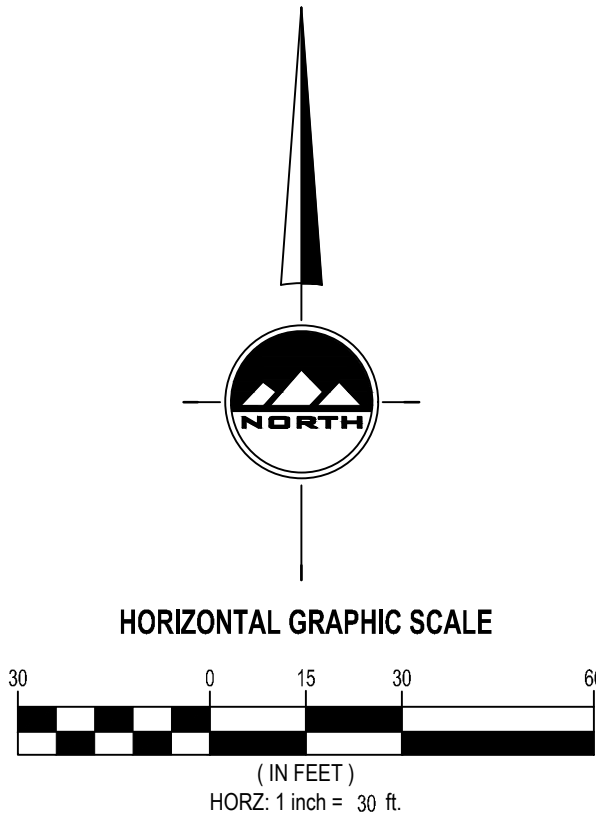
- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
- SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
- ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
- ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
- NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
- THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
- INDIVIDUAL LOT LANDSCAPING AND IRRIGATION IS TO BE COMPLETED BY INDIVIDUAL LOT OWNERS. REQUIRES WATER EFFICIENT LANDSCAPING PER FARMINGTON CITY CODE 11-7-07(7). NO LAWN OR LANDSCAPING REQUIRING OVERHEAD SPRAY IRRIGATION IS PERMITTED IN ANY PARKSTRIP OR AREA LESS THAN 8 FT IN WIDTH. NO MORE THAN 35% OF THE FRONT AND SIDE YARD LANDSCAPED AREA MAY BE LAWN.
- PROPERTY ZONING IS OTR-PUD. ALL ARCHITECTURE MUST COMPLY WITH THE OTR ZONE GUIDELINES.

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

- MATCH EXISTING IMPROVEMENTS
- INSTALL DRIVEWAY APPROACH PER FARMINGTON STANDARD DETAIL 221
- INSTALL 24" TYPE "F" CURB AND GUTTER PER APWA DETAIL 205.2
- INSTALL REVERSE PAN 24" TYPE "F" CURB AND GUTTER PER APWA DETAIL 205.2
- TRANSITION FROM TYPE "F" CURB AND GUTTER TO REVERSE PAN TYPE "F" CURB AND GUTTER
- TAPER CURB FACE FROM 0" CF TO 4" CF
- INSTALL 6" VINYL PRIVACY FENCE
- EXISTING FENCE TO BE REMOVED
- INSTALL CLOW FIRE HYDRANT PER FARMINGTON STANDARD DETAIL 511 SP
- REMOVE AND REPLACE DAMAGED SIDEWALK
- SAWCUT EXISTING ASPHALT AND PROVIDE A SMOOTH CLEAN EDGE. REPLACE ASPHALT ROAD SECTION PER FARMINGTON CITY STANDARDS AND SPECIFICATIONS.

SITE SUMMARY TABLE		
DESCRIPTION	AREA (SF)	PERCENTAGE
PAVEMENT	10,096	11%
ROOF	3,018	3%
LANDSCAPING	82,525	86%
TOTAL SITE	96,638	100%
TOTAL LOTS	9	
LOTS/ACRE	4.1	



EN SIGN

THE STANDARD IN ENGINEERING

LAYTON

919 North 400 West

Layton, UT 84041

Phone: 801.547.1100

SANDY

Phone: 801.255.0529

TOOELE

Phone: 435.843.3590

CEDAR CITY

Phone: 435.865.1453

RICHFIELD

Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:

ELITE-CRAFT HOMES, LLC.

49 NORTH MAIN STREET

FARMINGTON, UTAH 84025

CONTACT:

TRENT PRESTON

PHONE: 801-451-6525

GATRELL GARDENS PUD

37 NORTH 100 WEST
FARMINGTON, UTAH 84025



NO. DATE REVISION FOR REVIEW

PRELIMINARY SITE PLAN
AND
FINAL PUD MASTER
PLAN

PROJECT NUMBER
12279
PROJECT MANAGER
C.PRESTON
PRINT DATE
2024-07-01
DESIGNED BY
M.ELMER

C-100

811

CALL BLUESTAKES @ 811
AT LEAST 48 HOURS PRIOR
TO THE COMMENCEMENT
OF ANY CONSTRUCTION
Know what's below.
Call before you dig.

BENCHMARK

NCS BENCHMARK SET IN 1925. LOCATED
SOUTHEAST OF PROPERTY.
ELEV = 4305.51'

Lot 6 Retention Calculations (100-year storm)

	C	Area ft ²
Landscape	0.35	3208
Total Area		3208
Runoff coefficient C:	0.35	
1 hr Intensity:	1.94	

Lot	Area (ft ²)	Required Storage (ft ³)	Storage Provided (ft ³)
6	3208	216	218

Lot 7 Retention Calculations (100-year storm)

	C	Area ft ²
Landscape	0.35	3246
Total Area		3246
Runoff coefficient C:	0.35	
1 hr Intensity:	1.94	

Lot	Area (ft ²)	Required Storage (ft ³)	Storage Provided (ft ³)
7	3246	218	219

Detention Calculations (100-year storm)

Overall Subdivision Area	40,492	SF
Runoff coefficient C:	0.450	
Release Rate	0.20	cfs/acre
Peak Release	0.186	cfs

Time (min)	i(in/hr)	Cumulative Runoff to Basin (c.f.)	Net Allowed Basin** Discharge (c.f.)	Required Storage (c.f.)
5	7.42	931	56	875
10	5.65	1,418	112	1,307
15	4.67	1,758	167	1,591
30	3.14	2,364	335	2,030
60	1.94	2,921	669	2,252
120	1.15	3,464	1,339	2,125
180	0.79	3,551	2,008	1,543
360	0.42	3,822	4,016	(194)
720	0.25	4,572	8,032	(3,480)
1440	0.15	5,349	16,063	(10,714)
2880	0.09	6,289	32,126	(25,837)
Required Detention:				2,252
Provided Detention:				2,289

Catchment Calculations (25-year storm)

Time of Concentration:	15 min
Rainfall Intensity I:	3.13 in/hr
Mannings N	0.013

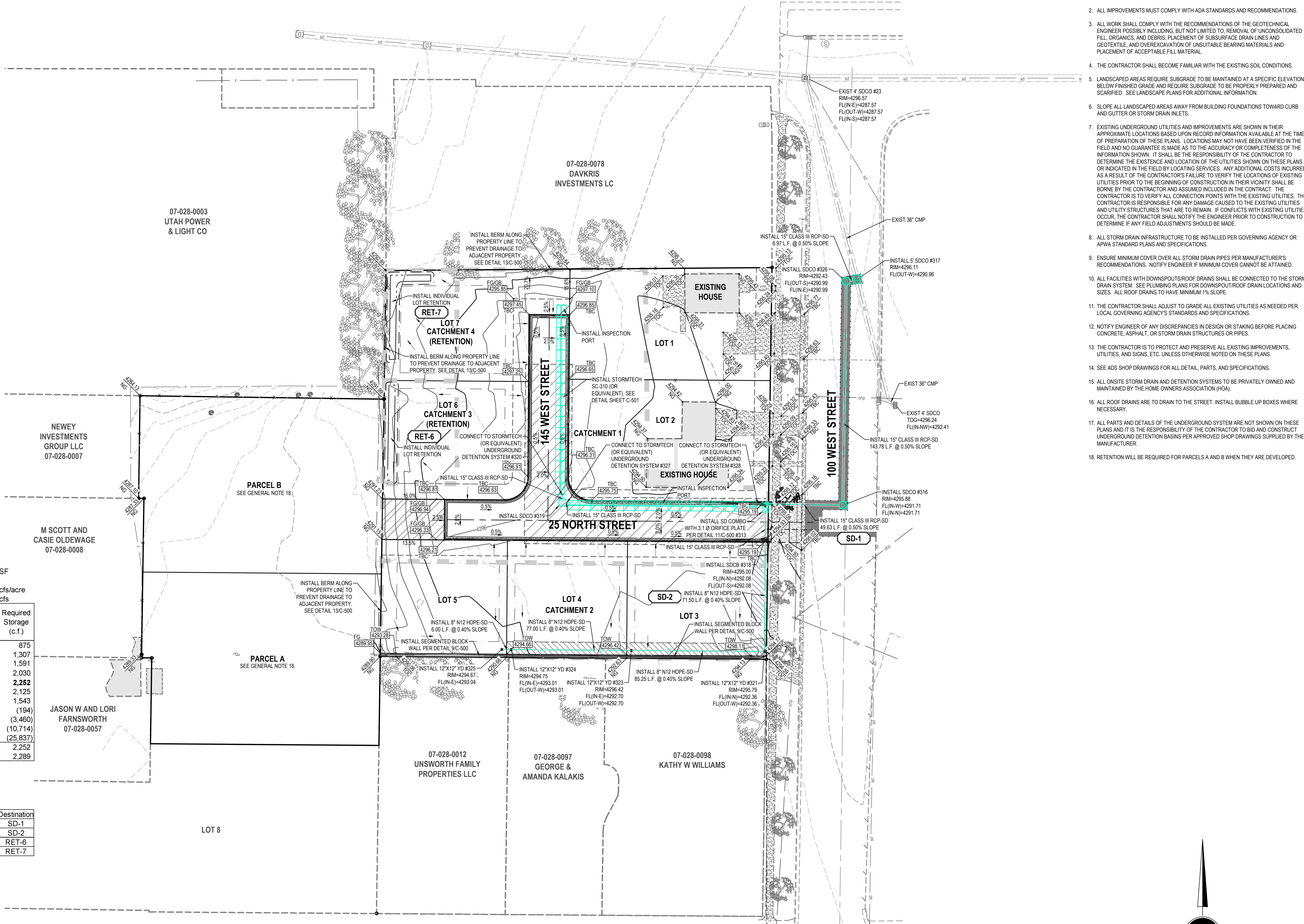
Catchment	Area (SF)	C	Flow (CFS)	Destination
1	25,480	0.450	0.831	SD-1
2	15,012	0.450	0.489	SD-2
3	3,208	0.350	0.081	RET-6
4	3,246	0.350	0.082	RET-7

Orifice Calculations: Q=C _d A _o (2gh) ^{1/2}	
High Water Elevation:	4,293.53 FT
Box Invert	4,292.70 FT
Allowed Basin Discharge*	0.161 CFS
C _d	0.62
Orifice Area	5.12 IN ²
Orifice Diameter	2.6 IN

Pipe Design (25-year storm)

Mannings N (ADS)	0.011
Mannings N (RCP)	0.013

Pipe	Tributary	Surface	Upstream	Pipe Flow	Total	Pipe	Diameter	Pipe Type	Full Flow	% of Full-
SD1	1	0.831			0.831	15	RCP		4.580	18.1%
SD2	2	0.489			0.489	8	ADS		0.906	54.0%



GENERAL NOTES

- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
- ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS. PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
- THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
- LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
- SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
- EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
- ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
- ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.
- ALL FACILITIES WITH DOWNSPOUTS/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM. SEE PLUMBING PLANS FOR DOWNSPOUT/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1% SLOPE.
- THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.
- THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
- SEE ADS SHOP DRAWINGS FOR ALL DETAIL, PARTS, AND SPECIFICATIONS.
- ALL ONSITE STORM DRAIN AND DETENTION SYSTEMS TO BE PRIVATELY OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA).
- ALL ROOF DRAINS ARE TO DRAIN TO THE STREET. INSTALL BUBBLE UP BOXES WHERE NECESSARY.
- ALL PARTS AND DETAILS OF THE UNDERGROUND SYSTEM ARE NOT SHOWN ON THESE PLANS AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BID AND CONSTRUCT UNDERGROUND DETENTION BASINS PER APPROVED SHOP DRAWINGS SUPPLIED BY THE MANUFACTURER.
- RETENTION WILL BE REQUIRED FOR PARCELS A AND B WHEN THEY ARE DEVELOPED.

EN SIGN

THE STANDARD IN ENGINEERING

LAYTON

919 North 400 West

Layton, UT 84041

Phone: 801.547.1100

SANDY

Phone: 801.255.0529

TOOELE

Phone: 435.843.3590

CEDAR CITY

Phone: 435.865.1453

RICHFIELD

Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:

ELITE-CRAFT HOMES, LLC.

49 NORTH MAIN STREET

FARMINGTON, UTAH 84025

CONTACT:

TRENT PRESTON

PHONE: 801-451-6525

GATRELL GARDENS PUD

37 NORTH 100 WEST

FARMINGTON, UTAH 84025

PROFESSIONAL ENGINEER

7-1-24

CHADRON HESS PRESTON

NO. DATE

REVISION FOR REVIEW

GRADING AND DRAINAGE PLAN

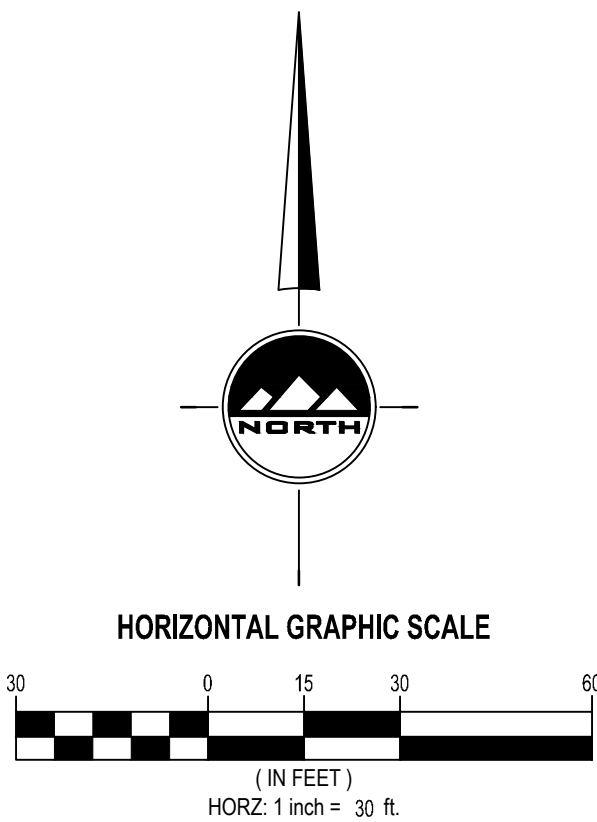
PROJECT NUMBER 12279

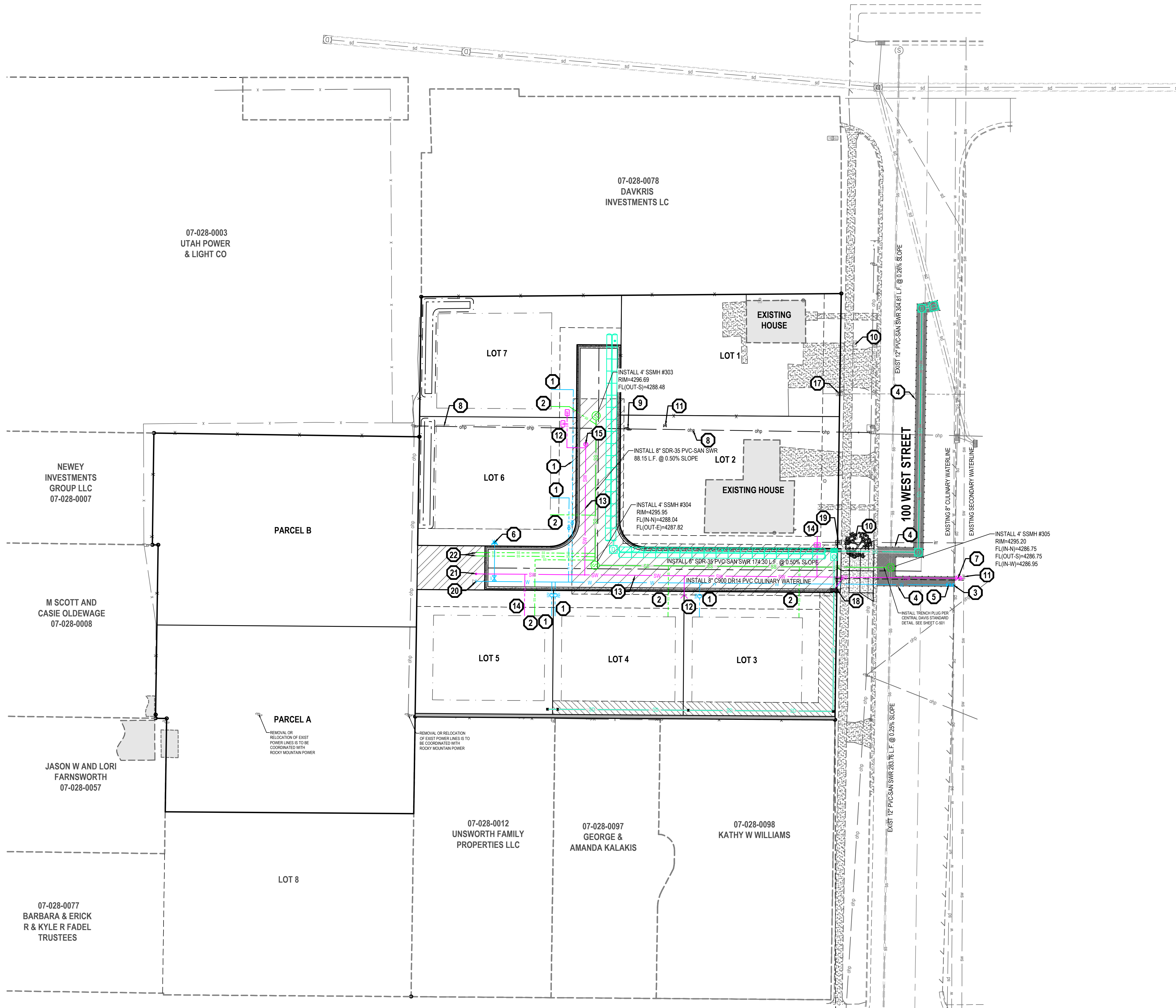
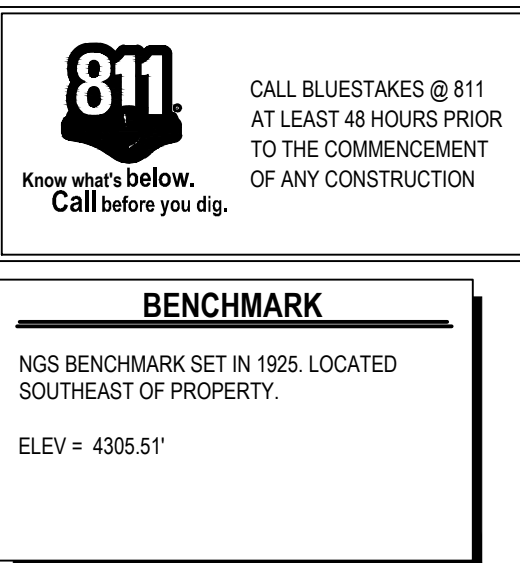
PRINT DATE 2024-07-01

PROJECT MANAGER C.PRESTON

DESIGNED BY M.ELMER

C-200





GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED ON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONDITIONS OF EXISTING UTILITIES WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
3. ALL SANITARY SEWER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY STANDARD PLANS AND SPECIFICATIONS.
4. ALL WATER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
5. DEFLECT OR LOOP ALL WATERLINES TO AVOID CONFLICTS WITH OTHER UTILITIES PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
6. PROJECT SHALL COMPLY WITH ALL UTAH DIVISION OF DRINKING WATER RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO BACKFLOW PROTECTION AND CROSS CONNECTION PREVENTION.
7. THE CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL/PLUMBING PLANS.
8. NOTIFY ENGINEER OR ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING UTILITY STRUCTURES OR PIPES.
9. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
10. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
11. FIRE HYDRANTS ARE TO BE CLOW.
12. VALVES ARE TO BE MUELLER OR CLOW.
13. ALL WATER METERS IN DRIVEWAYS OR CONCRETE WILL BE INSTALLED WITH A 30" METER BOX WITH A TRAFFIC RATED LID.
14. IF INSERT-A-TEES ARE USED FOR LATERAL CONNECTIONS, CONTRACTOR TO ENSURE A MINIMUM OF 2 BETWEEN EACH CONNECTION.
15. COORDINATION WITH ROCKY MOUNTAIN POWER WILL BE COMPLETED TO RAISE POWER LINES ON OVERHEAD POLES IF REQUIRED.

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

- 1 INSTALL 1" DIP CULINARY WATER SERVICE WITH 1" WATER METER
- 2 INSTALL 4" SDR-35 PVC SAN SEWER SERVICE LATERAL @ 2.0% MIN SLOPE
- 3 FIELD LOCATE AND CONNECT TO EXIST CULINARY WATERLINE
- 4 SAW CUT, REMOVE AND REPLACE EXISTING ASPHALT FOR UTILITY INSTALLATION. PROVIDE A SMOOTH, CLEAN EDGE. MATCH EXISTING CROSS SECTION.
- 5 INSTALL 8" MUELLER OR CLOW GATE VALVE PER FARMINGTON CITY STANDARDS AND SPECIFICATIONS
- 6 CLOW FINE HYDRANT ASSEMBLY COMPLETE PER FARMINGTON CITY STANDARD 511 SP
- 7 INSTALL 6" GATE VALVE
- 8 EXIST OVERHEAD POWER LINE TO BE REMOVED
- 9 EXIST POWER POLE TO BE REMOVED
- 10 EXIST WATER METER TO REMAIN
- 11 FIELD LOCATE AND CONNECT TO EXIST SECONDARY WATER MAIN PER BENCHMARK WATER STANDARDS AND SPECIFICATIONS
- 12 INSTALL DUAL SERVICE PER BENCHMARK WATER STANDARDS AND SPECIFICATIONS
- 13 INSTALL 6" C900 PVC SECONDARY WATER MAIN PER BENCHMARK WATER STANDARDS AND SPECIFICATIONS
- 14 INSTALL 1" SINGLE SERVICE PER BENCHMARK WATER STANDARDS AND SPECIFICATIONS
- 15 INSTALL 4" AIR VALVE IN 30" BOX WITH 24" COVER ON END OF SECONDARY WATERLINE PER BENCHMARK WATER STANDARDS AND SPECIFICATIONS
- 16 FIELD LOCATE EXIST SECONDARY WATER LATERAL REMOVE AND CAP AT MAIN
- 17 EXIST SECONDARY WATER SERVICE LATERAL
- 18 INSTALL 4" SECONDARY WATER LINE DRAIN PER BENCHMARK WATER STANDARDS AND SPECIFICATIONS
- 19 EXIST SECONDARY WATER SERVICE TO BE REMOVED AND CAPPED AT MAIN PER BENCHMARK WATER STANDARDS AND SPECIFICATIONS
- 20 STUB AND BLOCK CULINARY WATER LINE FOR FUTURE CONNECTION PER BENCHMARK WATER STANDARDS AND SPECIFICATIONS
- 21 INSTALL 2" TEMPORARY SECONDARY WATER BLOWOFF PER BENCHMARK WATER STANDARDS AND SPECIFICATIONS
- 22 STUB AND BLOCK SANITARY SEWER LATERAL FOR FUTURE CONNECTION PER CENTRAL DAVIS SEWER DISTRICT STANDARDS AND SPECIFICATIONS



LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

SANDY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

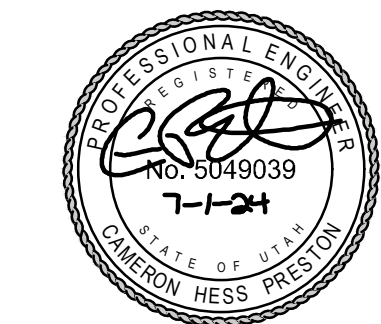
WWW.ENSIGNENG.COM

FOR:
ELITE-CRAFT HOMES, LLC.
49 NORTH MAIN STREET
FARMINGTON, UTAH 84025

CONTACT:
TRENT PRESTON
PHONE: 801-451-6525

GATRELL GARDENS PUD

37 NORTH 100 WEST
FARMINGTOWN, UTAH 844

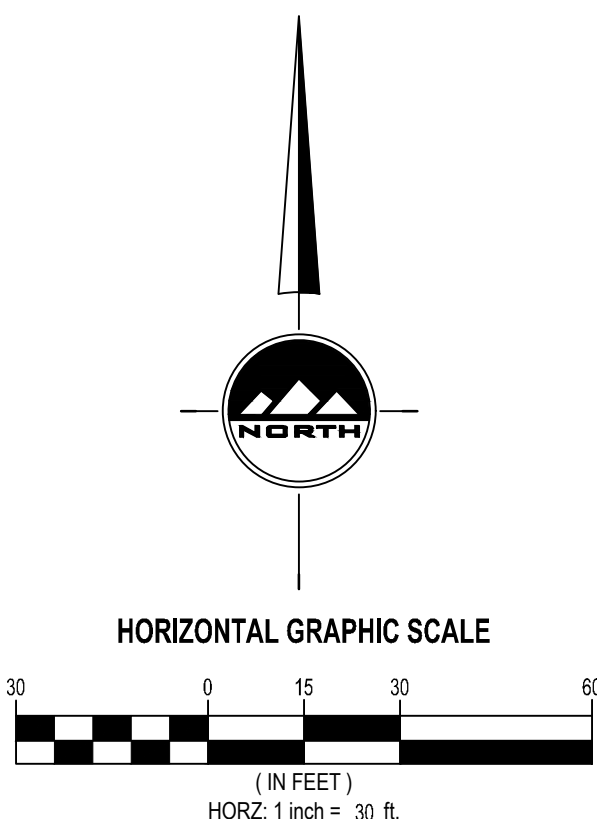


NO.	DATE	REVISION
		FOR REVIEW

PRELIMINARY UTILITY PLAN

PROJECT NUMBER 12279	PRINT DATE 2024-07-01
PROJECT MANAGER C.PRESTON	DESIGNED BY M.ELMER

C-300



When recorded, return to:

Blake Bastian
P.O. Box 980
Farmington, Utah 84025

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
GATRELL GARDENS P.U.D.**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (“**Declaration**”) is made to be effective as of this ____ day of _____, 2024 by Blake Bastian, an individual (“**Declarant**”).

RECITALS

WHEREAS, Declarant is the fee owner of certain real property located in Davis County, Utah, known as Lots 3, 4, 5, 6 and 7 of the Gatrell P.U.D. Subdivision and as more particularly described on attached Exhibit “A” (the “**Property**”); and

WHEREAS, Declarant desires to develop the Property as a subdivision to be known as Gatrell Gardens (the “**Development**”) and

WHEREAS, Declarant intends to establish a plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the Development; and

WHEREAS, in order to efficiently manage and to preserve the value and appearance of the Development, Declarant has formed the Gatrell Gardens Homeowners Association, Inc., a Utah nonprofit corporation, to serve as the homeowners association of the homeowners; to maintain the Development; to collect assessments and disburse funds as hereinafter set forth; and to perform such other acts as shall generally benefit the Development and homeowners.

DECLARATION

NOW, THEREFORE, it is hereby declared that the Development shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1: DEFINITIONS

1.1 **Additional Land.** Any land located in the County, whether or not owned by Declarant, that is made subject to this Declaration pursuant to Article 9. The Additional Land shall be limited to Parcel B and Parcel A as shown on the Plat.

1.2 **Annual Assessment.** The charge levied and assessed each year against each Lot pursuant to Section 5.4.

1.3 **Articles.** The articles of incorporation of the Association, as may be amended from time to time.

1.4 **Assessments.** All assessments and other charges, fines and fees imposed by the Association on an owner and his Lot in accordance with this Declaration, including, without limitation, Annual Assessments, Special Assessments and Individual Assessments.

1.5 **Assessment Unit.** A factor assigned to each Lot in accordance with Section 5.3 for purpose of determining such Lot's pro rata share of Annual Assessments and Special Assessments.

1.6 **Association.** Gatrell Gardens Homeowners Association, Inc., a Utah nonprofit corporation organized to administer and enforce the covenants and restrictions and to exercise the rights, powers, and duties set forth in this Declaration.

1.7 **Board.** The Board of Trustees of the Association.

1.8 **Bylaws.** The Bylaws of the Association, as may be amended from time to time.

1.9 **City.** The City of Farmington, Utah.

1.10 **Common Areas.** All land within the Development that is from time to time owned by the Association, including the land specified as Private Street on the Plat and any storm tech stormwater retention system.

1.11 **County.** Davis County, Utah.

1.12 **Declarant.** Blake Bastian, an individual, and/or any successor to said individual which, either by operation of law or through a voluntary conveyance or transfer, comes to stand in the same relationship to the Development as did its predecessor.

1.13 **Individual Assessment.** Any assessment levied and assessed pursuant to Section 5.6.

1.14 **Lot.** Lots 3, 4, 5, 6, and 7 as shown on the Plat, as well as any Additional Land, and intended for private use and ownership.

1.15 **Member.** Any Person holding a membership in the Association pursuant to Section 2.2.

1.16 **Mortgage.** A mortgage or a trust deed.

1.17 **Mortgagee.** A mortgagee or beneficiary of a trust deed.

1.18 **Mortgagor.** A mortgagor or a grantor of a trust deed.

1.19 **Owner.** The record holder of a legal title to the fee simple interest in any Lot. If there is more than one record holder of legal title to a Lot, each record holder shall be an Owner.

1.20 **Person.** A natural persona, a corporation, a partnership, a limited liability company, a trust, or any other legal entity.

1.21 **Plat.** (a) the plat recorded contemporaneously with this Declaration in the office of the County Recorder, entitled Gatrell P.U.D. Subdivision, and/or, depending on the context, (b) any duly recorded plat respecting any Additional Land, but only after recording a supplement to this Declaration in accordance with Article 9.

1.22 **Private Street.** Those streets so labeled on the Plat as 25 North Street and 145 West Street.

1.23 **Property.** That certain real property located in Davis County, Utah shown as Lots 3, 4, 5, 6, and 7 on the Plat and more particularly described on Exhibit "A", together with any and all Additional Land that is added (from and after the time such Additional Land is added) to the Development in accordance with Article 9.

1.24 **Special Assessment.** Any assessment levied and assessed pursuant to Section 5.5.

1.25 **State.** The State of Utah.

ARTICLE 2: ASSOCIATION

2.1 **Formation of Association.** The Association is a Utah nonprofit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, the Bylaws and this Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

2.2 **Board of Trustees and Officers.** The affairs of the association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws. The initial Board shall be composed of three natural persons, who need not be members of the association. The Board may also appoint various committees and may appoint a manager (subject to the approval of a majority of the Members) who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the association. The board shall determine the compensation to be paid to the manager or any other employee of the Association.

2.3 **Membership.** Every Owner shall be a Member of the Association. No evidence of membership in the Association shall be necessary other than evidence of ownership of a Lot. Membership in the Association shall be mandatory and shall be pertinent to the Lot in which the Owner has the necessary interest. The rights and obligations of a Member shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership of a Member's Lot, and any such transfer shall automatically transfer the membership of pertinent to such lot to the new Owner thereof.

2.4 **Voting Rights.** The Association shall have the following described two classes of voting membership:

- (a) **Class A.** Class A Members shall be all owners except Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which the interest required for membership in the Association is held. Although each of the multiple Owners of a single Lot shall be a Class A Member, in no event shall more than one (1) Class A vote exist or be cast on the basis of a single Lot.
- (b) **Class B.** The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each lot in which the interest required for membership in the Association is held. The Class B membership shall cease, and Declarant shall become a Class A member upon the first to occur of the following:
 - i. Declarant elects to terminate its Class B membership in writing.
 - ii. One Hundred and Twenty (120) days after ninety percent (90%) of all Lots in the Development, including any Additional Land added up to that time, have been conveyed to Owners other than Declarant.
 - iii. Fifteen (15) years have elapsed since Declarant first conveyed a Lot to an Owner.

2.5 **Multiple Ownership Interests.** In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as its Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person, by proxy, or by written ballot, shall be conclusively presumed to be the vote attributable to the Lot concerned, unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

2.6 **Lists of Owners, Eligible Mortgagees, and Eligible Insurers or Guarantors.** The Association shall maintain up-to-date records showing the name of each Person who is an Owner, the address of such Person, and the Lot that is owned by such Person. In the event of any transfer of a fee or undivided fee interest in a Lot, either the transfer or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the deed or other instrument accomplishing the transfer is of record in the office of the county recorder. The Association may for all purposes act and rely on the information concerning Owners and Lot ownership which is thus acquired by it, or, at its option, the Association may act and rely on current ownership information respecting any Lot or Lots which is obtained from the office of the county recorder. The address of an Owner shall be deemed to be the address of the Lot owned by such Owner, unless the association is otherwise advised.

2.7 **Personal Liability.** Neither Declarant nor any member of the Board, officer, manager, or other employee of the Association shall be personally liable to any Member, or to any other Person, including the Association, for any damage, loss, claim, or prejudice suffered or claimed on account of any act, failure to act, negligence, or other matter, of any kind of nature except for acts performed intentionally and with malice.

ARTICLE 3: POWERS AND OBLIGATIONS OF ASSOCIATION

3.1 **General Powers and Obligations.** The Association shall have, exercise and perform all of the following powers and obligations:

- (a) The powers and obligations granted to the Association by this Declaration, the Articles and the Bylaws.
- (b) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the state.
- (c) Any additional or different powers and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners.

The powers and obligations of this Association may from time to time be amended, repealed, enlarged or restricted by changes to this Declaration made in accordance with its provisions, accompanied by changes in the Articles and the Bylaws made in accordance with their provisions and with the nonprofit corporation laws of the State.

3.2 **Specific Powers and Duties.** The powers and obligations of the Association shall include, without limitation, the following:

- (a) **Maintenance and Services.** The Association shall provide maintenance and services for the Development as provided in Article 4.
- (b) **Insurance.** The Association shall obtain in its name and keep in full force and effect at all times insurance policies for such casualty and public liability and other insurance policies as the Board deems necessary; provided, however, that the Association shall at all times maintain not less than \$1 million of commercial general liability insurance.
- (c) **Rules and Regulations.** The Association shall have the right to adopt rules and regulations (“**Rules and Regulations**”) with respect to all aspects of the Association's rights, activities and duties, provided such rules and regulations are not inconsistent with the provisions of this Declaration, the Articles and the Bylaws.
- (d) **Assessments.** The Association shall adopt budgets and impose and collect Assessments provided in Article 5.
- (e) **Enforcement.** The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of this Declaration and the Rules and Regulations.
- (f) **Employment of Agents, Advisers and Contractors.** The Association, through its Board, may employ the services of any person or corporation as managers, hire employees to manage, conduct and perform the business obligations and duties of the

Association, employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, landscape architects, recreational experts, architects, planners, lawyers and accountants, and contract for or otherwise provide for all service necessary or convenient for the management, maintenance and operation of the Development.

- (g) **Borrow Money, Hold Title and Make Conveyances.** The Association may borrow and repay monies for the purpose of maintaining and improving the Common Areas and encumber the Common Areas as security for the repayment of such borrowed money. The Association may acquire, hold title to and convey, with or without consideration, real and personal property and interest therein, including, but not limited to, easements across all or any portion of the Common Areas, and shall accept any real or personal property, leasehold or other property interests within the Development conveyed to the Association by Declarant.
- (h) **Implied Rights and Obligations.** The Association may exercise any other right or privilege reasonably to be implied from the existence of any right or privilege expressly given to the Association under this Declaration or reasonably necessary to effectuate any such right or privilege.

ARTICLE 4: MAINTENANCE, UTILITIES AND SERVICES

4.1 **Maintenance of Common Areas.** The Association shall perform or provide for all maintenance of the Common Areas. The Common Areas shall be maintained in an attractive condition and in a good and workmanlike manner so as to carry out the purpose for which the Common Areas are intended.

4.2 **Services.** The Association shall provide or contract for such services as the Board may reasonably deemed to be of benefit to the Development, including, without limitation, snow and ice removal of the Private Street, pothole repair, storm water detention/retention and landscape maintenance for the Common Areas.

4.3 **Owner's Responsibility.** Except as otherwise provided in this Declaration or by written agreement of with the Association, all maintenance of the Lots and all structures, landscaping, parking areas, and other improvements thereon, shall be the sole responsibility of the Owner thereof, who shall maintain such in accordance with a first-class residential subdivision.

ARTICLE 5: ASSESSMENTS

5.1 **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners and occupants of the Development and for the improvement, operation and maintenance of the Common Areas.

5.2 **Types of Assessments.** The Association may levy Annual Assessments, Special Assessments and Individual Assessments, all as more particularly described below.

5.3 **Apportionment of Assessments.** Lots owned by Declarant shall not be subject to Assessments. All other lots shall pay a pro rata share of the Annual Assessments and Special

Assessments commencing upon the date such Lots are made subject to this Declaration. The pro rata share shall be based upon the total amount of each such Assessment divided by the total number of Assessment Units of Lots subject to Assessment, times the number of Assessment Units assigned to such Lots. Each Lot shall be assigned one Assessment Unit for each residence located on the Lot. Each Lot shall be assigned one Assessment Unit, regardless of whether a residence has been constructed on the Lot.

5.4 Annual Assessment. The Board shall, from time to time and at least annually, prepare an operating budget for the Association, taking into an account the current cost of maintenance and services, the future needs of the Association, any previous over assessment and any common profits of the Association. Based on the foregoing, the Board shall determine the amount of the Annual Assessment, which Annual Assessment shall be apportioned among the Lots as provided in Section 5.3. The method of adoption of the budget and the manner of billing and collection of Assessments shall be as provided in the Bylaws.

5.5 Special Assessments. In addition to the Annual Assessments authorized above, the Board may levy during any fiscal year a Special Assessment for the purpose of defraying all or any part of the cost of any construction or reconstruction, unexpected repair, acquisition or replacement of a described capital improvement, or for any other extraordinary expenses not to be paid out of the Annual Assessments. Special assessments which in the aggregate in any fiscal year exceed an amount equal to 15% of the budgeted gross expenses of the Association for the fiscal year, maybe levied only if approved by a majority of the voting rights voting on such matter, together with the written consent of the Class B member, if any. Special Assessments shall be apportioned as provided in Section 5.3 above and may be payable in lump sum or in installments, with or without interest or discount, as determined by the Board.

5.6 Individual Assessments. Any common expense or any part of a common expense benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefited as an Individual Assessment. Individual Assessments include, without limitation, default assessments levied against any Lot to reimburse the association for costs incurred in bringing such Lot or its Owner into compliance with the provisions of this Declaration or the Rules and Regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation thereof. Unless otherwise provided by the Board, an Individual Assessment shall be due 30 days after the Board has given written notice thereof to the Owner subject to the Individual Assessment.

5.7 Annexation of Additional Land. When Additional Land is annexed to the Development, the Lots included therein shall become subject to Assessments from the date of such annexation. Lots owned by Declarant shall not be subject to assessments until occupied for residential or commercial use, as applicable. All other Lots shall pay such Assessments in the amount then being paid by other Lots based upon the number of Assessment Units applicable to the Lot in question. The Board may, however, at its option, elect to recompute the budget based upon the additional Lots subject to assessments and additional Common Areas and recompute Assessments for all Lots, including the new Lots, for the balance of the fiscal year.

5.8 Creation of Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Development, does hereby covenant, and each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all assessments or other charges as may be fixed, established and

collected from time to time in the manner provided in this Declaration or the Bylaws. Such Assessments and charges, together with any interest, expenses or attorney's fees imposed pursuant to Section 7.6, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or charge is made; provided, however, that no lien shall attach to any Lot owned by Declarant. Such Assessments, charges and other costs shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article 7.

ARTICLE 6: PROPERTY RIGHTS IN COMMON AREAS

6.1 **Easement of Enjoyment.** Each Owner shall have a right and easement of use and enjoyment in and to any Common Areas. Such right and easement shall be a pertinent to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Owner may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lease, or contract purchaser who resides on such Owner's Lot.

6.2 **Transfer of Title.** Declarant agrees to convey to the Association title to the Common Areas, free and clear of all liens other than the lien of current general taxes and the lien of any assessments, charges, or taxes imposed by governmental or quasi-governmental authorities, as each such parcel is substantially completed. Upon such conveyance, each such parcel shall become part of the Common Areas.

6.3 **Limitation of Easement.** An Owner's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

- (a) The right of the City, the County and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Development for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and
- (b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association.

ARTICLE 7: ENFORCEMENT

7.1 **Use of Common Areas.** In the event any Owner shall violate any provision of this Declaration, the Bylaws or the Rules and Regulations adopted by the Association governing the use of Common Areas, then the Association, acting through the Board, shall notify the Owner in writing that the violations exist and that he is responsible for them, and may, after reasonable notice and opportunity to be heard, do any of the following: (a) suspend the Owner's voting rights and right to use the Common Areas for the period that the violation remains unabated; (b) impose reasonable fines as an Individual Assessment upon the Owner, in a manner and amount the Board deems appropriate in relation to the violation; or (c) bring suit or action against the Owner to enforce the provisions of this Declaration. Nothing in this section, however, shall authorize the Association to deprive any Owner of access to and from his Lot.

7.2 Default in Payment of Assessments; Enforcement of Lien. If an Assessment or other charge levied under this Declaration is not paid within thirty (30) days of its due date, such Assessment or charge shall become delinquent and shall bear interest from the due date at the rate set forth below. In such event the Association may exercise any or all of the following remedies:

- (a) The Association may suspend such Owner's voting rights and right to use the Common Areas until such amounts, plus other charges under this Declaration, are paid in full. In no event, however, shall the Association deprive any Owner of access to and from his Lot.
- (b) The Association shall have a lien against each Lot for any Assessment levied against the Lot and any fines or other charges imposed under this Declaration or by the Bylaws against the Owner of the Lot from the date on which the Assessment, fine or charge is due. The Association may foreclose on the lien and may, through its duly authorized agents, bid on the Lot at such foreclosure sale and may acquire, hold, lease, mortgage or convey the Lot.
- (c) The Association may bring an action to recover a money judgment for unpaid assessments, fines and charges under this Declaration without foreclosing or waiving the lien described in Section 9.2(b). Recovery on such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.
- (d) The Association shall have any other remedy available to it by law or inequity.

7.3 Notification of First Mortgagee. The Board shall notify any first Mortgagee of any individual Lot of any default in performance of this Declaration by the Lot Owner which is not cured within sixty (60) days after notice of default on the Owner.

7.4 Subordination of Lien to Mortgages. The lien of the Assessments or charges provided for in this Declaration shall be subordinate to the lien of any Mortgage on such Lot which was made in good faith and for value and which was recorded prior to the recordation of the notice of lien. Sale or transfer of any Lot shall not affect the Assessment lien, but the sale or transfer of any Lot which is subject to any Mortgage pursuant to a decree of foreclosure thereunder or any deed or proceeding, deed or assignment in lieu of foreclosure shall extinguish any lien of an Assessment notice of which was recorded after the recording of the Mortgage. Such sale or transfer, however, shall not release the Lot from liability for any Assessments or charges thereafter becoming due or from the lien of such Assessments or charges.

7.5 Interest, Expenses and Attorneys' Fees. Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at a rate of fifteen percent (15%) per annum, or such other rate as may be established by the Board, but not to exceed the lawful rate of interest under the laws of the State. A late charge may be levied for each delinquent Assessment in an amount established from time to time by resolution of the Board; provided, such late charge may not exceed 30% of such Assessment. In the event the Association files a notice of lien, the lien amount shall also include the recording fees associated with filing the notice and a fee for preparing the notice of lien, which fee shall be established from time to time by resolution of the Board. If the Association prevails in any procedure to enforce the provisions of this Declaration,

the Association is entitled to an award of its costs and reasonable attorney fees associated with the action.

7.6 **Nonexclusiveness and Accumulation of Remedies.** An election by the Association to pursue any remedy provided for in this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate or remedy any violation of this Declaration by appropriate legal proceedings.

7.7 **Proceedings.** The Association, acting through the Board, shall have the power and the duty to reasonably defend the Association (and, in connection, therewith, to raise counterclaims) in any pending or potential lawsuit, arbitration, mediation or governmental proceeding (collectively referred to herein as a “**Proceeding**”). The Association, acting through the Board, shall have the power, but not the duty, to reasonably institute, prosecute, maintain and/or intervene in a Proceeding, in its own name, but only on matters affecting or pertaining to this Declaration or the Common Areas and as to which the Association is a proper party and interest.

ARTICLE 8: AMENDMENTS

8.1 **Term: Method of Termination.** This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty (20) years from the date of recordation. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners based upon one vote per lot casting 75% of the total votes cast at an election held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension. The Declaration may be terminated at any time if at least 90% of the votes cast by all Owners shall be cast in favor of termination at any election held for such purpose. If the necessary votes and consents are obtained, the Board shall cause to be recorded in the Davis County Records a Certificate of Termination, duly signed by a member of the Board and acknowledged before a notary public. Thereupon, the covenants hearing contained shall have no further force in effect and the Board shall be dissolved pursuant to the terms set forth in its articles.

8.2 **Regulatory Amendments.** Notwithstanding the provisions of Section 8.1, until termination of the Class B Membership, Declarant shall have the right to amend this Declaration or the Bylaws in order to comply with the requirements of any applicable statute, ordinance or regulation of the Federal Housing Administration, the Department of Internal Affairs, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, commission or agency of the United States or the State, or any corporation wholly owned, directly or indirectly, by the United States or the State, which ensures, guarantees or provides financing for a planned community or lots in a planned community.

8.3 **Amendments.** This Declaration may be amended by recording in the office of the Davis County Recorder a certificate of amendment, duly signed by a member of the Board and acknowledged. The certificate of amendment shall set forth in full the amendment adopted. The Declaration may be amended at any time if at least 75% of the votes cast by all Owners shall be in favor of the amendment.

8.4 **Amendment by Declarant.** Notwithstanding anything to the contrary, until 90% of the Lots are sold, Declarant may amend this Declaration without the prior consent of any other Owner.

ARTICLE 9: EXPANSION OF DEVELOPMENT

9.1 **Right to Expand and State of Title to New Lots.**

- (a) Declarant. There is hereby granted unto Declarant, and Declarant hereby reserves, the absolute right and option to expand the Development at any time within the limits herein prescribed and from time to time by adding to the Development the Additional Land. Notwithstanding any provision of this Declaration which might be construed to the contrary, such right and option may be exercised without obtaining the vote or consent of any other person, including any Owner, Mortgagee, or the Association, and shall be limited only as specifically provided in this Declaration. Any Additional Land shall be deemed added to the Development and, subject to the terms of this Article, to the jurisdiction of the Association at such time as a duly approved subdivision plat and a supplement to this Declaration containing the information required in section 9.3 have been recorded with respect to the Additional Land concerned.
- (b) Owner of Parcels A and B. The owner of Parcels A and B may elect at any time to declare Parcels A and B as Additional Land and shall be deemed added to the Development and, subject to the terms of this Declaration, to the jurisdiction of the Association at such time as a duly approved subdivision plat and a supplement to this Declaration containing the information required in section 9.3 have been recorded with respect to the Additional Land concerned. Notwithstanding any provision of this Declaration which might be construed to the contrary, such right and option may be exercised without obtaining the vote or consent of any other person, including any Owner, Mortgagee, or the Association, and shall be limited only as specifically provided in this Declaration.

9.2 **Rights and Statements Respecting Additional Land.** Declarant hereby furnishes the following information and statements respecting the Additional Land and Declarant's right and option concerning expansion of the Development by the addition thereto of the Additional Land or a portion or portions thereof:

- (a) The Additional Land may be added to the Development at any time (within the limits herein prescribed) and from time to time.
- (b) There are no limitations or requirements relative to the size, location, or configuration of the Additional Land which can be added to the Development or relative to the order in which the Additional Land can be added to the Development.

- (c) There are no limitations or requirements (other than zoning and subdivision restrictions as they may exist or be modified from time to time) relative to the layout, design, size, location, density, permitted uses, legal structure, or other characteristics of the Lots to be created on the Additional Land added to the Development.
- (d) Any structure erected on a portion of the Additional Land added to the Development will be constructed in a good and workmanlike manner.
- (e) In conjunction with the addition to the Development of the Additional Land, Declarant shall have the right to reserve, in the instruments through which the addition is accomplished, rights-of-way and/or easements for purposes of enabling access to, furnishing utilities to, and facilitating or enabling development of, such other land as Declarant deem necessary.
- (f) There shall be no maximum number of Lots which may be created on the Additional Land, subject to applicable zoning requirements. There is no restriction concerning the size of commercial, retail, or recreational facilities that may be constructed on the Additional Land, subject, however, to applicable zoning requirements.
- (g) Taxes and assessments relating to the Additional Land added to Development and relating to a period prior to the addition of such Additional Land to the Development shall, prior to such addition, be paid current.

9.3 Procedure for Expansion. The supplements to this Declaration by which addition to the Development of the Additional Land is accomplished shall be executed by Declarant or owners of Parcels A and B as applicable; shall be in recordable form; shall be filed for record in the office of the County Recorder, on or before 15 years from the date that this Declaration is recorded; and shall contain the following information for the Additional Land which is being added to the Development:

- (a) Data sufficient to identify this Declaration and the plat respecting the Additional Land being add to the Development.
- (b) The legal description of the Additional Land being added to the Development.
- (c) Any amendments, supplements, or replacements to or for the standards and restrictions set forth in this Declaration.
- (d) A statement that such Additional Land shall thereafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in this Declaration, as said Declaration may be amended or supplemented in accordance with the immediately foregoing subsection.
- (e) Such other matters as Declarant may deem to be necessary, desirable, or appropriate.

Upon the recordation of any supplement contemplated above, it shall automatically supplement this Declaration and any supplements previously recorded. At any point in time, the Declaration for the Development shall consist of this Declaration, as amended and expanded by all supplements theretofore recorded pursuant to the terms hereof.

9.4 No Obligation to Expand. Except to the extent specifically indicated herein, this Declaration is not intended, and shall not be construed so as, to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (a) the addition to the Development of any Additional Land; (b) the creation or construction of any Lot or other improvement; (c) the carrying out in any particular way or within any particular time of any Development or addition to the Development which may be undertaken; or (d) the taking of any particular action with respect to the Additional Land.

ARTICLE 10: MESCELLANEOUS

10.1 Construction; Severability; Number; Captions; Exhibits. This Declaration shall be liberally construed as an entire document to accomplish the purpose thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision. As used in this Declaration, the singular shall include the plural, and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provisions of this Declaration. All Exhibits hereto are incorporated by reference.

10.2 Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property, benefit or bound by the covenants and provisions hereof.

10.3 Rule Against Perpetuities. Each provision contained in this Declaration, which is subject to the laws or rules sometime referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints on alienation, shall continue and remain in full force in effect for a period of twenty-one (21) years following the death of the last survivor of the issue of Jerry Preston and the now living children of such issue, or until this Declaration is terminated as hereafter provided, whichever first occurs, all other provisions contained in this Declaration shall continue and remain in full force in effect.

10.4 General Reservations. Declarant reserves the right to grant, convey, sell, establish, amend, release, and otherwise deal with easements, reservations, exceptions, and exclusions with respect to the Common Areas that do not materially interfere with the best interest of Owners and/or the Association, including, but not limited to, access and utility easements, road easements, pedestrian easements, and easements and drainage easements.

10.5 Run with the Land. Declarant for itself, its successors, and assigns, hereby declares that all of the Property shall be held, used, and occupied, subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the

land and shall be binding upon all persons who hereafter become the Owner of any interest in the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date set forth above.

Blake Bastian, an individual

STATE OF UTAH
COUNTY OF _____

On this ____ day of _____, 2024, personally appeared before me Blake Bastian who acknowledged before me that he executed the foregoing instrument.

Notary Public

EXHIBIT "A"
Description of Property

A parcel of land, situate in the Northwest Quarter of Section 19, Township 3 North, Range 1 East, Salt Lake Base and Meridian, also being a part of Lots 2, 3, 5 and 6, Block 9, Plat "A" Farmington Townsite Survey. Said parcel also located in Farmington City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on westerly right-of-way line of 100 West Street, said point also being the common lot line between Lots 1 and 6, Block 9, Plat "A" Farmington Townsite Survey, said point being North 89°53'30" East 603.86 feet along the Section line (NAD89 bearing being South 89°46'08" East between the West Quarter Corner and the Center Quarter Corner of said Section 19) and North 00°06'30" West 330.48 feet from the West Quarter Corner of said Section 19 and running thence:

North 89°34'40" West 247.50' feet along the North line of Lot 1, Block 9, Plat "A" Farmington Townsite Survey to the Northwest Corner of said Lot 1;

thence South 00°50'28" West 165.00 feet to the northerly right-of-way line of State Street (SR-227);
thence North 89°34'40" West 272.01 feet along said right-of-way to the easterly right-of-way line of 200 West Street;
thence North 00°50'20" East 83.93 feet along said easterly right-of-way line;
thence South 89°14'40" East 125.50 feet;
thence North 00°50'20" East 79.70 feet;
thence North 89°09'40" West 6.50 feet;
thence North 00°50'20" East 102.17 feet;
thence North 89°09'40" West 3.40 feet;
thence North 00°50'20" East 65.91 feet to the southerly line of Lot 4, Block 9, Plat "A" Farmington Townsite Survey;
thence South 89°11'20" East 156.41 feet along the southerly line of said Lot 4 to the Southeast Corner of Lot 4;
thence North 00°48'40" East 82.48 feet along the easterly line of said Lot 4;
thence North 89°33'40" East 247.59 feet to the westerly right-of-way line of 100 West Street;
thence South 00°50'20" West 251.20 feet along said westerly right-of-way line to the Point of Beginning.

Contains: 121,934 square feet or 2.799 acres.

17



Farmington City Planning Commission Staff Report July 11, 2024

Item 2: Schematic Subdivision and PUD overlay zone for the proposed Lyon Meadows Subdivision.

Public Hearing:	Yes
Application No.:	S-9-24
Property Address:	1502 North Frontage Road
General Plan Designation:	LDR (Low Density Residential)
Zoning Designation:	LR (Large Residential)
Area:	5.7 acres
Number of Lots:	16
Property Owner:	Lyon Family Trust
Applicant:	Stephen Lyon

Request: *The applicant is looking to develop a new residential subdivision and is seeking*

Background Information

The subject property which lies on the border of Farmington and Kaysville along the I-15 frontage road was previously occupied by 1 home. The home which had been on site for many years was recently demolished and the property now stands vacant.

The property is zoned the same as the adjacent residential to the east which consists of ¼ acre single family home lots and only a bit further east and also in Kaysville are .20 acre sized single family home lots.

The existing LR zoning allows for 10,000 sq. ft (.23 acres) sized lots, but only as an alternate lot size. Also of note, the property is triangular in shape adding complexity to laying out typical lots. With this background and an interest in doing something similar to the surrounding community, the applicant is requesting the PUD overlay zone to allow for some flexibility in how the lots would be situated to best utilize the property shape.

The plan includes 16 lots each exceeding 10,000 sq. ft. in size. To be eligible for this lot size within the zone, the applicant intends to provide moderate income housing within the project. The complete proposal for moderate income housing will require review and approval before granting Preliminary Plat and Final PUD approval. This may be met by creating a twin home or duplex on lot 116 which would be more viable to sell or rent at a qualifying price.

All streets within the project are proposed to be standard public local streets.

The allowances sought by the PUD are shown on the schematic subdivision plan.

Items of note requested as part of PUD:

Setback Reduction:

Typical side yards are 10' minimum 22' total.

Request is 10' side yard. 20' total.

Typical rear yard is 30'.

Requested rear yard is 20'.

Lot 106

Unique setbacks including 10' yard on north part of lot.

Typical frontage is 85'. This lot is more of a flag lot configuration.

Ultimately the setbacks and lot widths are simply memorialized by the plat rather than by a development agreement for example.

The Development Review Committee (DRC) has reviewed the proposed schematic plan and has indicated that it can serve the development as proposed. Detailed engineering would be reviewed at future steps in the process if the Planning Commission and Council are supportive of the initial design.

The DRC has expressed its interest in granting access to lot 116 from Lyon lane like a flag lot to eliminate access onto the Frontage Road. Potential use of this lot as common open space for the neighborhood has also been suggested.

In order to keep a buildable area desired by the applicant and in effort to create a lot for a possible moderate income housing solution, the applicant has opted to present the plan as currently provided to the Planning Commission for consideration.

Suggested Motion

Move that the Planning Commission recommend that the City Council approve the schematic subdivision plan and preliminary PUD for the Lyon Meadows Subdivision subject to all applicable Farmington City development standards and ordinances and the following conditions:

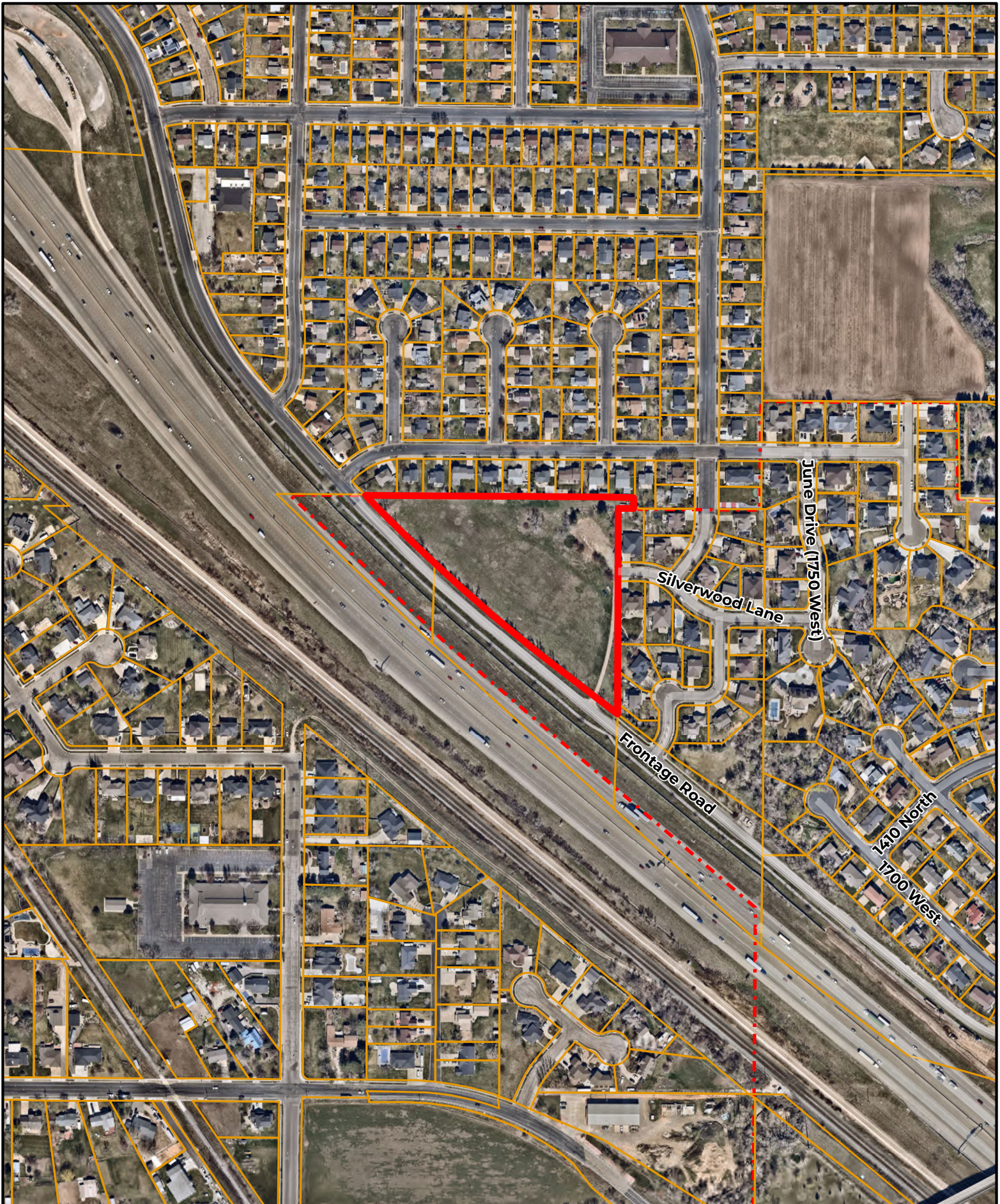
1. Access to lot 116 be provided from Lyon Lane either via easement over another lot or as a stem access to negate the need to have driveways on the Frontage Road.
2. The north setback on lot 106 be increased to 15'.
3. A moderate income housing proposal be approved prior to receiving approval of a Preliminary Plat or Final PUD.


Findings:

1. The proposed use of land and lot size is consistent with the existing zoning on the property and surrounding development.
2. The street layout and project configuration comply with applicable design standards and completes the street network without creating any new dead ends.
3. The requested flexibility in setbacks will allow for the construction of desirable homes which will complement the surrounding neighborhoods.

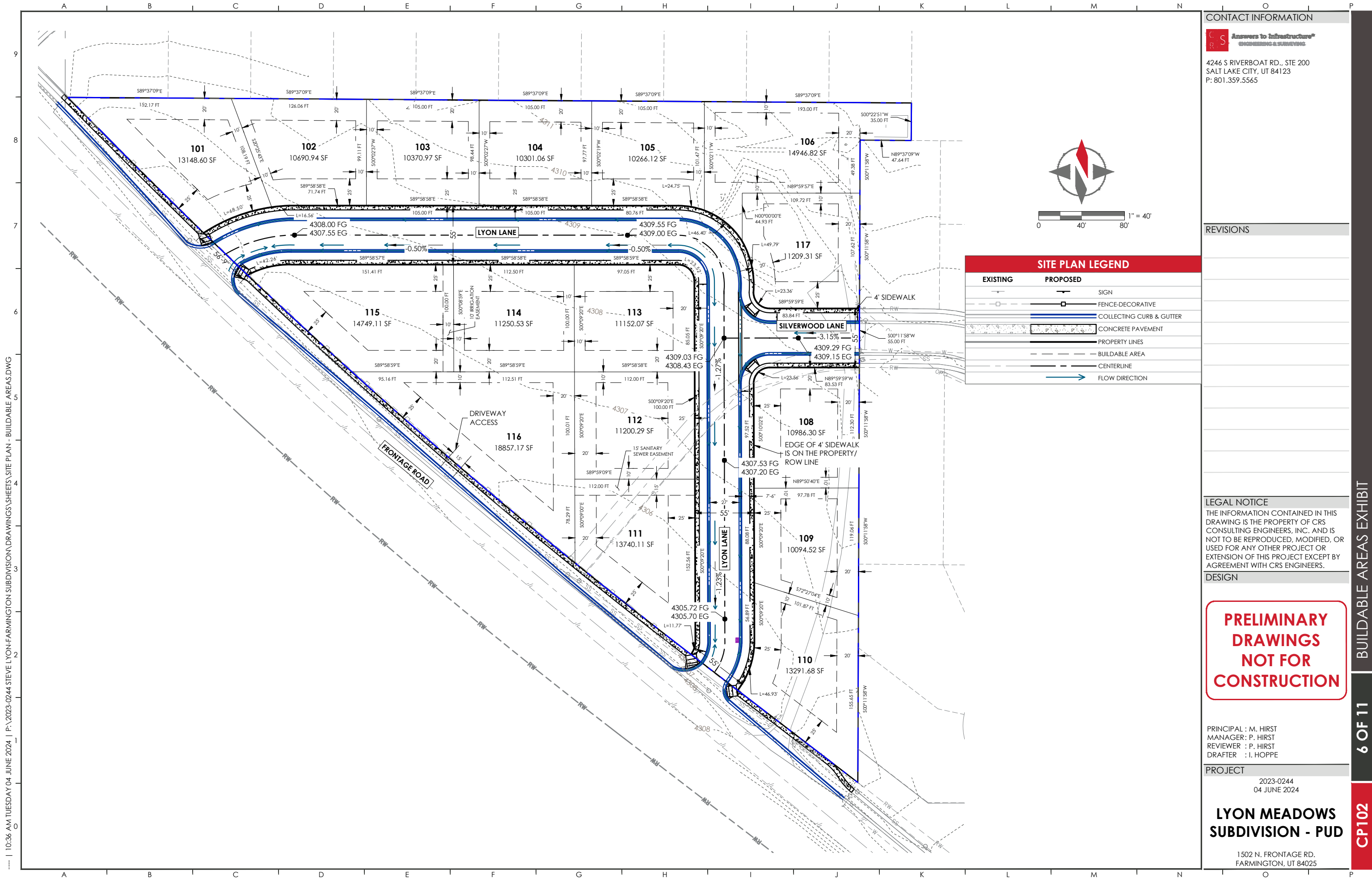
Supplemental Information

1. Vicinity Map
2. Lyon Meadows Schematic Plan / PUD



 <p>FARMINGTON MORE TIME FOR LIVING</p>	<h2>VICINITY MAP</h2> <p>Lyon Meadows PUD</p> <p><small>Date: 10/20/22</small></p>	<p>0 150 300 450 600 Feet</p> <p>0 50 100 150 200 Meters</p>	 <p>N FC S W E</p>	<p>Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.</p>
--	--	--	---	--

\\10:36 AM TUESDAY 04 JUNE 2024 | P:\2023-0244 STEVE LYON-FARMINGTON SUBDIVISION\DRAWINGS\SHEETS\SITE PLAN - BUILDABLE AREAS.DWG



CONTACT INFORMATION

CRS *Answers to Infrastructure*
ENGINEERS & SURVEYORS
4246 S RIVERBOAT RD., STE 200
SALT LAKE CITY, UT 84123
P: 801.359.5565

REVISIONS

LEGAL NOTICE

THE INFORMATION CONTAINED IN THIS DRAWING IS THE PROPERTY OF CRS CONSULTING ENGINEERS, INC. AND IS NOT TO BE REPRODUCED, MODIFIED, OR USED FOR ANY OTHER PROJECT OR EXTENSION OF THIS PROJECT EXCEPT BY AGREEMENT WITH CRS ENGINEERS.

DESIGN

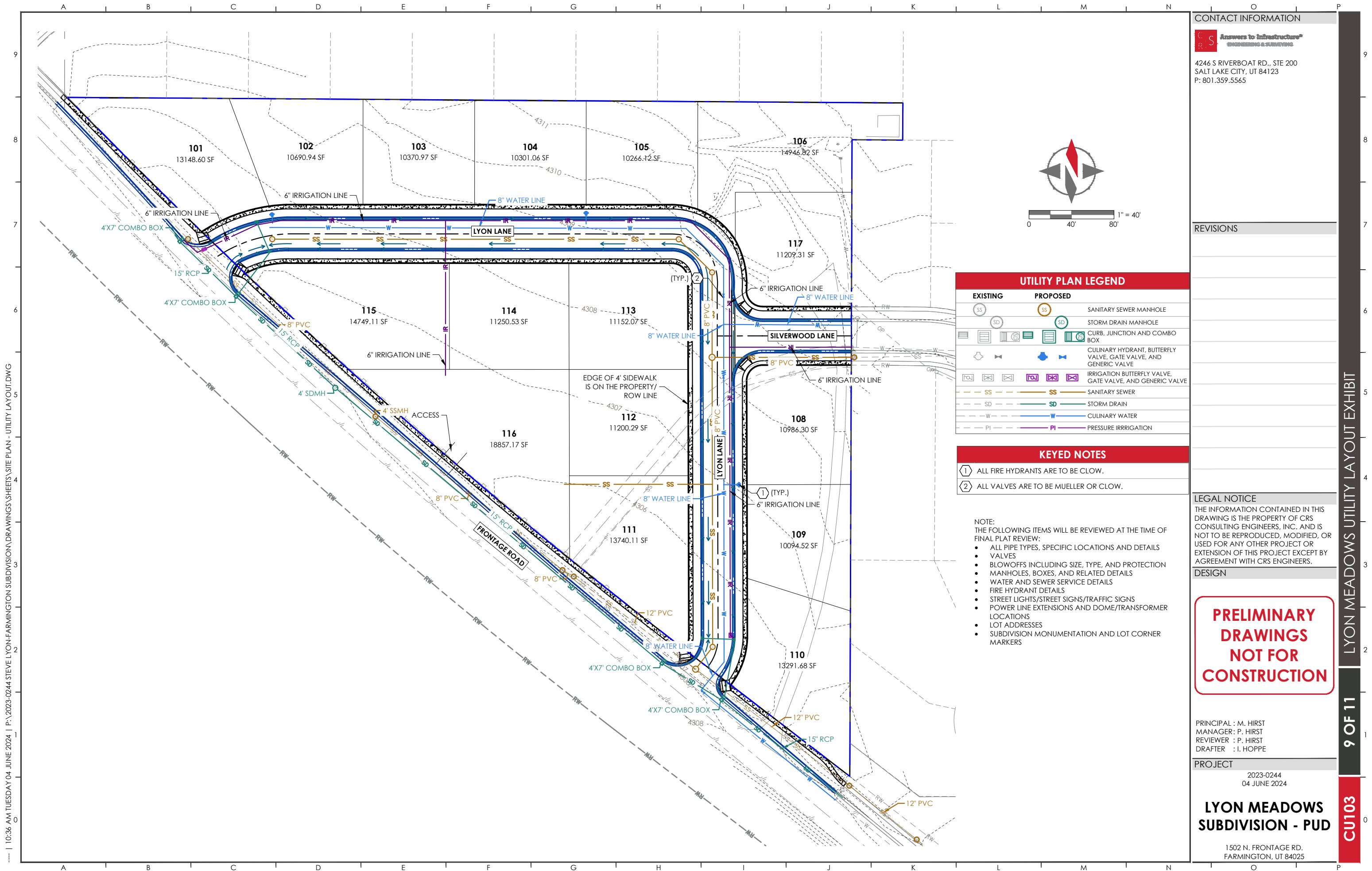
**PRELIMINARY
DRAWINGS
NOT FOR
CONSTRUCTION**

PRINCIPAL : M. HIRST
MANAGER : P. HIRST
REVIEWER : P. HIRST
DRAFTER : I. HOPPE

PROJECT

2023-0244
04 JUNE 2024
**LYON MEADOWS
SUBDIVISION - PUD**
1502 N. FRONTAGE RD.
FARMINGTON, UT 84025

10:36 AM TUESDAY 04 JUNE 2024 | P:\2023-0244 STEVE LYON-FARMINGTON SUBDIVISION\DRAWINGS\SHEETS\SITE PLAN - UTILITY LAYOUT.DWG



CONTACT INFORMATION

CRS Answers to Infrastructure®
ENGINEERS & SURVEYORS
4246 S RIVERBOAT RD., STE 200
SALT LAKE CITY, UT 84123
P: 801.359.5565

REVISIONS

UTILITY PLAN LEGEND

EXISTING	PROPOSED	
		SANITARY SEWER MANHOLE
		STORM DRAIN MANHOLE
		CURB, JUNCTION AND COMBO BOX
		CULINARY HYDRANT, BUTTERFLY VALVE, GATE VALVE, AND GENERIC VALVE
		IRRIGATION BUTTERFLY VALVE, GATE VALVE, AND GENERIC VALVE
		SANITARY SEWER
		STORM DRAIN
		CULINARY WATER
		PRESSURE IRRIGATION

KEYED NOTES

- ALL FIRE HYDRANTS ARE TO BE CLOW.
- ALL VALVES ARE TO BE MUELLER OR CLOW.

- NOTE:
THE FOLLOWING ITEMS WILL BE REVIEWED AT THE TIME OF FINAL PLAT REVIEW:
- ALL PIPE TYPES, SPECIFIC LOCATIONS AND DETAILS
 - VALVES
 - BLOWOFFS INCLUDING SIZE, TYPE, AND PROTECTION
 - MANHOLES, BOXES, AND RELATED DETAILS
 - WATER AND SEWER SERVICE DETAILS
 - FIRE HYDRANT DETAILS
 - STREET LIGHTS/STREET SIGNS/TRAFFIC SIGNS
 - POWER LINE EXTENSIONS AND DOME/TRANSFORMER LOCATIONS
 - LOT ADDRESSES
 - SUBDIVISION MONUMENTATION AND LOT CORNER MARKERS

LEGAL NOTICE

THE INFORMATION CONTAINED IN THIS DRAWING IS THE PROPERTY OF CRS CONSULTING ENGINEERS, INC. AND IS NOT TO BE REPRODUCED, MODIFIED, OR USED FOR ANY OTHER PROJECT OR EXTENSION OF THIS PROJECT EXCEPT BY AGREEMENT WITH CRS ENGINEERS.

DESIGN

**PRELIMINARY
DRAWINGS
NOT FOR
CONSTRUCTION**

PRINCIPAL : M. HIRST
MANAGER : P. HIRST
REVIEWER : P. HIRST
DRAFTER : I. HOPPE

PROJECT

2023-0244
04 JUNE 2024

**LYON MEADOWS
SUBDIVISION - PUD**

1502 N. FRONTAGE RD.
FARMINGTON, UT 84025



Farmington City Planning Commission Staff Report July 11 , 2024

Item 3: Rezone to include the AP District overlay zone and an accompanying development agreement for an RV resort.

Public Hearing:	Yes
Application No.:	Z-6-24
Applicant:	Harv Jeppsen
Address:	Approximately 650 West Lagoon Drive (950 North)
Zone:	A (Agriculture)
General Plan Designation:	CMU (Commercial Mixed Use)
Acres:	6.5

Request: *The applicant is requesting approval of a Development Agreement and GDP to allow for the use of the property as an RV resort.*

Background Information

The subject property on the south side of Lagoon Drive (currently under construction) just east of Highway 89 sits north of Spring Creek and is currently occupied by a blue barn building.



The current zoning primarily limits the use of the property to agricultural or residential uses.

The property owner hopes to be able to develop a high-end RV resort at this location. The most similar use in Farmington is the Lagoon Campground which is within the C-H zoning district. The description of the C-H zone in FMC 11-24-010 limits the use of that district to the Lagoon Campground site. Rather than considering a different commercial district which may require modification for a campground type use, the AP district overlay is proposed for the consideration of the City to accommodate the use.

The property is part of the East Park Lane small area master plan included with this report. The current construction of Lagoon Drive is being completed by Wright Development who has approval for a townhome subdivision to the north with some commercial development towards the highway.

The use of the property south of Lagoon Drive has been envisioned to be non-residential in nature.

While some development is occurring to the north, proposals for development just south of this property have not yet been brought to the city.

The proposed use includes an office and amenity area with approximately 70 spaces for RV parking. The access to the property would be from Lagoon Drive to the north and access to the south would be accommodated on the east side of the property. The site would be enclosed with a screening wall and would be landscaped and improved to accommodate parking of RVs for brief stays.

The consideration of the AP district is a legislative action allowing for the use of discretion by the Planning Commission in providing a recommendation to the city council. **The Planning Commission's role in this request is to hear from the public and make a recommendation to the City Council based on that input as well as the Commission's opinions as to how well the terms of the Agreement work at this location and in consideration of the city's [General Plan](#) and the applicable small area plan vision.**

The AP District creates unique rules for the property which it is applied to. This allows the city to be very specific about what can and can't be done on the property.

Opinions from city staff are varied. Concern for the proposal includes questions about how long the use will remain in effect, while it seems like a reasonably easy use to redevelop when other opportunities come along, if it is successful, it is likely to remain. While the proposed regulations and management seem to create a favorable environment, there are concerns that inevitably there will be RV owners who stay long term. The Development Review Committee has indicated that servicing something like the proposed concept is viable, technical analysis of detailed plans would come if the city decides to approve the AP district and concept.

Because of the varied opinions of city staff, multiple motions are being included with this report for the consideration of the Planning Commission.

The recommendation of the Planning Commission will be forwarded to the City Council where a final decision on the matter would be made at a future meeting.

Alternate Motions

A) Move that the Planning Commission recommend approval of the Agreement to the City Council as written.

Findings:

1. The items allowed by the agreement are appropriate at this location and there are sufficient mitigating factors within the agreement to adequately mitigate the impact of the allowed business activity on surrounding properties.
2. The use considered by the Agreement is consistent with the Farmington City General Plan and applicable small area plan.
3. The proposed use and accompanying Development Agreement adhere to the purpose of the AP District per 11-27B-010.

B) Move that the Planning Commission recommend approval of the Agreement to the City Council with changes identified by the Planning Commission.

a. IDENTIFY THE RECOMMENDED CHANGES

Findings:

4. The items allowed by the agreement are appropriate at this location and there are sufficient mitigating factors within the agreement to adequately mitigate the impact of the allowed business activity on surrounding properties.
5. The use considered by the Agreement is consistent with the Farmington City General Plan and applicable small area plan.
6. The proposed use and accompanying Development Agreement adhere to the purpose of the AP District per 11-27B-010.

C) Move that the Planning Commission recommend denial of the Agreement to the City Council.

Findings:

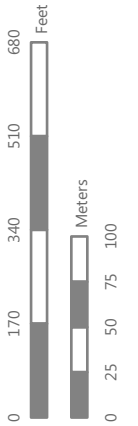
1. The proposed use is not compatible with the city's General Plan and the East Park Lane small area plan.
2. The use is not compatible with uses in the immediate area.

Supplemental Information

1. Vicinity Map
2. East Park Lane Master Plan
3. Development Agreement and GDP

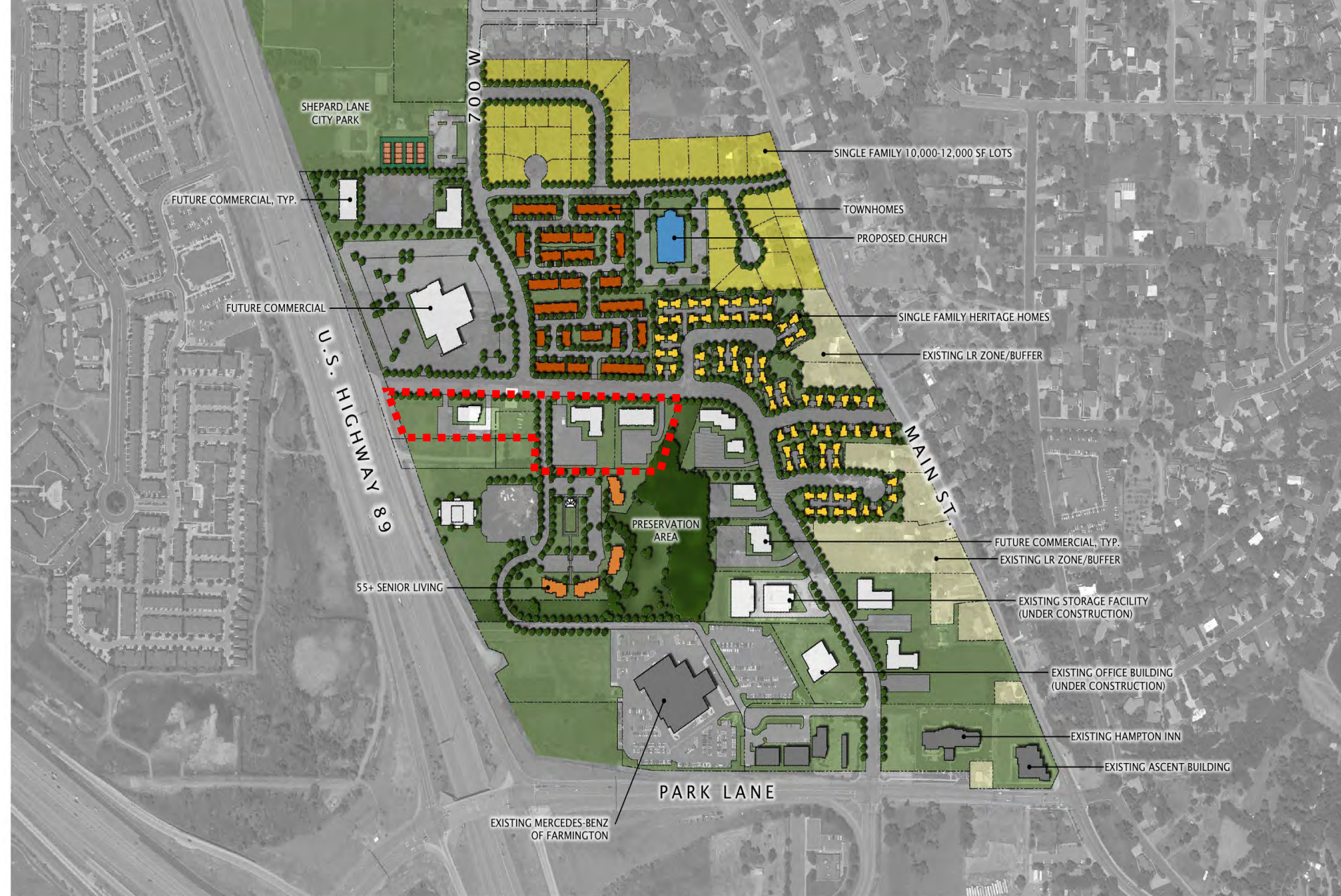


Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.

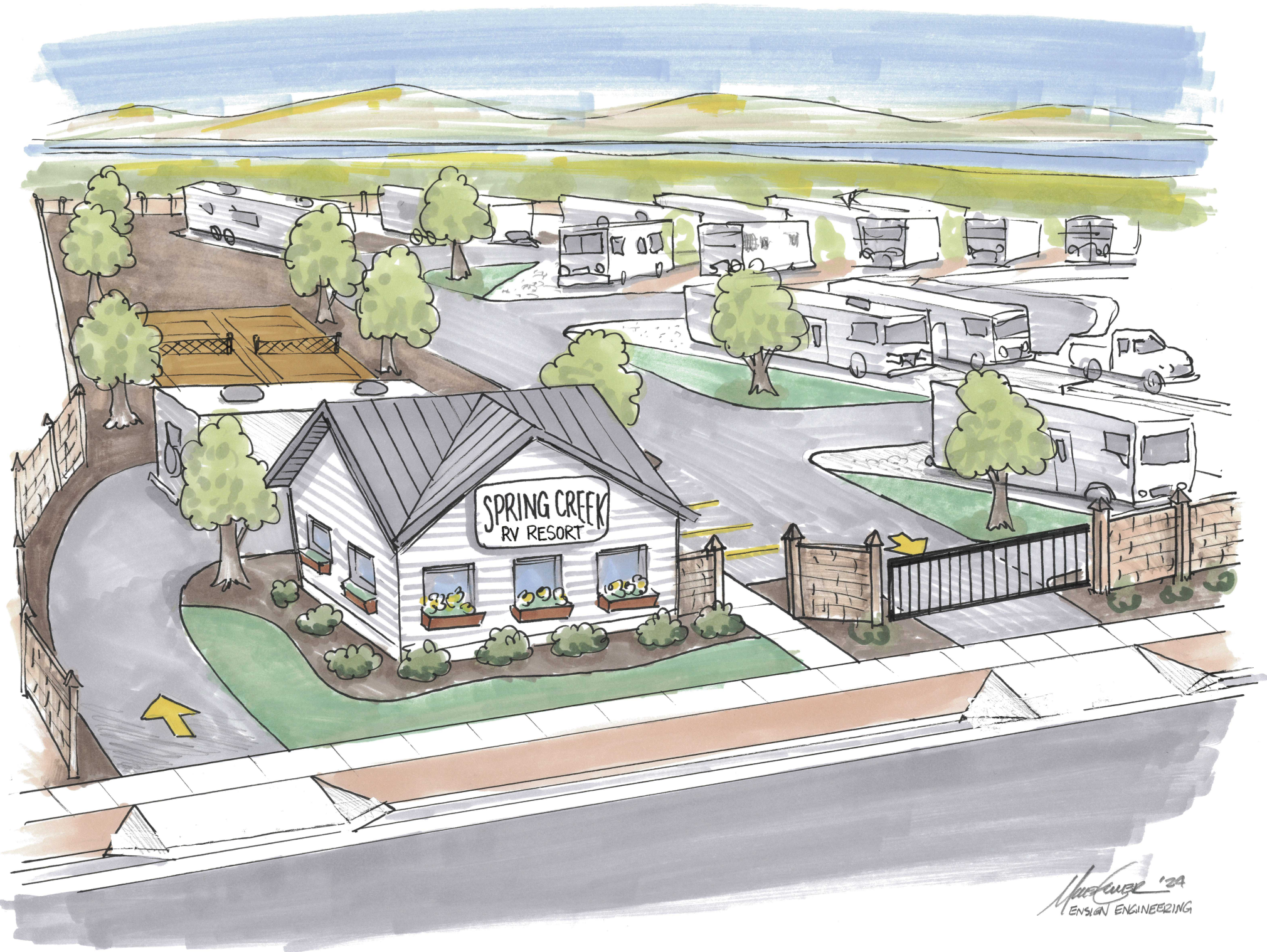


VICINITY MAP
Spring Creek RV AP District

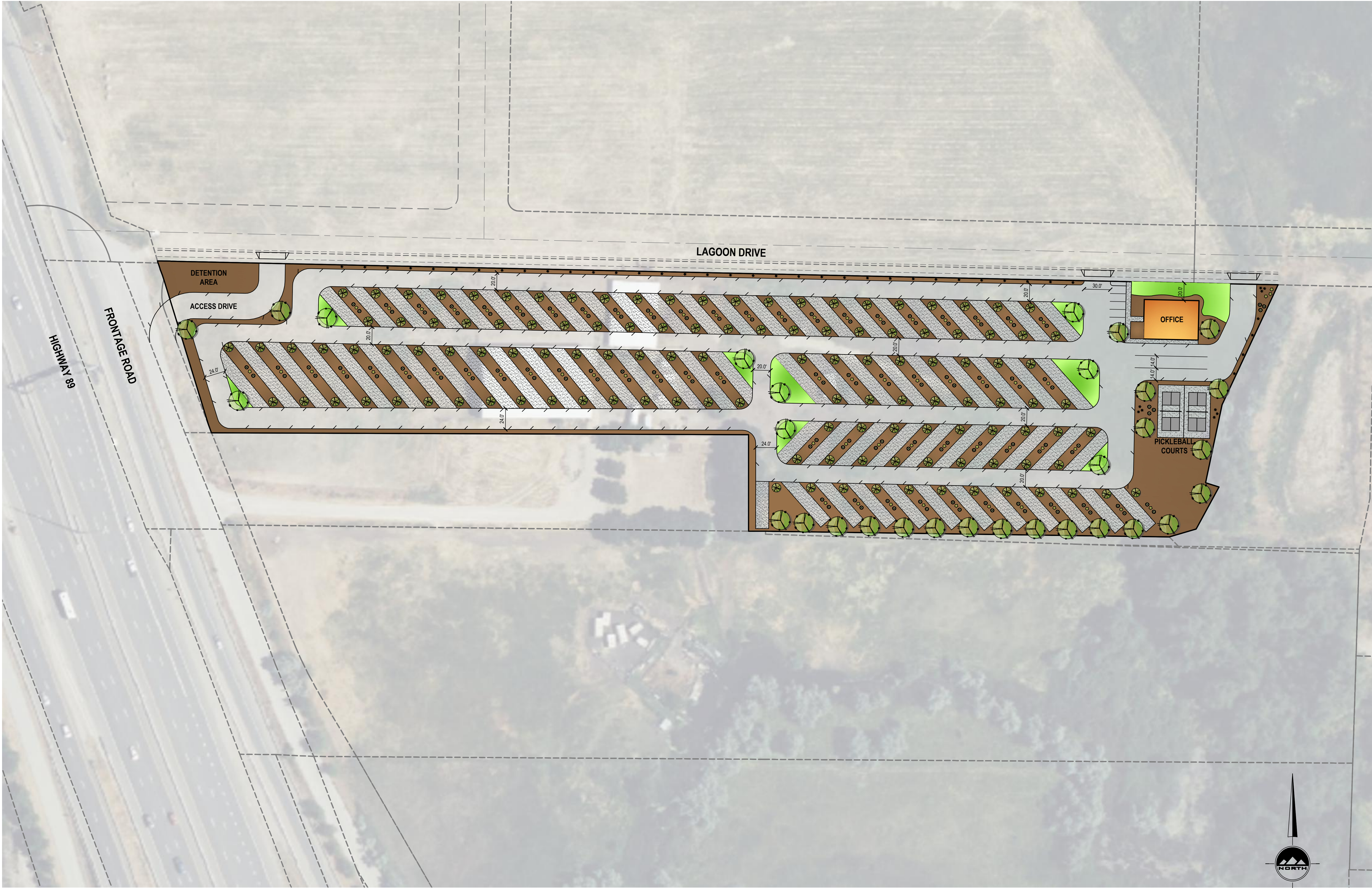





small area master plan (uses)



Shane Weber '24
LANSING ENGINEERING





ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

SANDY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
HARV JEPSEN
CLIENT'S ADDRESS
CLIENT CITY STATE ZIP

CONTACT:
CLIENT CONTACT
PHONE: 801.000.0000

SPRING CREEK RV RESORT

LAGOON DRIVE AND FRONTAGE ROAD
FARMINGTON, UTAH

CONCEPTUAL
LANDSCAPE PLAN

PROJECT NUMBER
13311

PRINT DATE
2024-06-28

PROJECT MANAGER
C.PRESTON

DESIGNED BY
M.ELMER

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

DEVELOPMENT AGREEMENT
FOR THE SPRING CREEK RV RESORT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2024, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **HARV JEPPSEN**, a limited liability company of the State of Utah, hereinafter referred to as the “Developer.”

RECITALS:

A. Developer owns approximately 6.5 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 (the “Project”). Developer has submitted an application to the City seeking approval to be included in the AP District to permit alternate development standards in accordance with the City’s Laws.

C. The City finds that the “Project” meets the purposes of the AP District as it produces non-residential and non-agriculture development which enhances the purposes of the Agricultural zones and will allow for sustainable and economically viable development which will enhance the community at large while ensuring orderly planning of the Property and furthering the objectives of the Farmington City General Plan.

D. The Property is presently zoned under the City’s zoning ordinance as Agricultural (A). Unless otherwise specified within this agreement, 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”).

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

AGREEMENT

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

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

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

3. **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, Developer agrees that any development of the Property shall 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. **General Development Plan.** The approved General Development Plan (the “GDP”) for the entire Project is attached hereto as Exhibit “B” and incorporated by reference. All portions of the Project must be developed in accordance with the approved GDP. No amendment or modifications to the approved GDP shall be made by the Developer without written consent of the City. The Project shall be developed by Developer in accordance with all requirements contained herein. Any changes to the GDP that require an exception from approved development standards not otherwise addressed in this Agreement shall be considered by the City Council as an amendment to this Agreement, following the process established by Utah law for approval.

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) **Setbacks.** Developer shall be permitted to build an office building in connection with the proposed RV Resort as close as 20 ft. to the front property line as shown in Exhibit “B”.

b) **Parking.** Developer shall provide a minimum of 5 improved parking stalls is shown in Exhibit “B”.

c) **Fencing.** Developer shall construct a wall as depicted in Exhibit “B” around the perimeter of the RV resort for the purpose of providing a visual barrier.

d) **Landscaping.** Landscaping shall be installed as indicated in the included Landscape Plan provided as Exhibit “B”.

e) **Allowed Uses.** In addition to the uses allowed by the underlying zoning district, the following use shall be allowed on the Property and shall be considered a Permitted Use. Uses not listed may only be considered through an addendum to this Agreement unless the Farmington City Planning Commission determines the use to be similar enough in nature and impact to the uses listed below. This consideration by the Planning Commission is an interpretation of Ordinance and this agreement, not to be confused with a Conditional Use approval.

- i) RV Resort / Campground including supporting office and amenities

6. **Developer Obligations.** In consideration of the exceptions to code provided by this Agreement, Developer acknowledges that certain obligations go beyond ordinary development requirements and restricts the Developer's rights to develop without undertaking these obligations. Developer agrees to the following provisions as a condition for being granted the zoning approval and exceptions under the code sought:

a) **Resort Policies.** Developer shall implement and enforce the policies provided to the City as included with Exhibit "C".

7. **City Obligations.** City agrees to maintain any public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City, and to provide standard municipal services to the Project. The City shall provide all public services to the Project, with the exception of secondary water and sewer service, and to maintain the public improvements, including roads, intended to be public upon dedication to the City and acceptance in writing by the City; provided, however, that the City shall not be required to maintain any areas owned by Developer or improvements that are required to be maintained by a third party in the Project.

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

9. **Indemnification and Insurance.** Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys' fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than One Million Dollars (\$1,000,000.00) and naming the City as an additional insured. Alternatively, Developer may provide proof of self-insurance with adequate funds to cover such a claim.

10. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*.

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

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

13. Developer Responsible for Project Improvements. The Developer warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be maintained by Developer. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by Developer. City shall have no maintenance responsibility in relation to the property owned by Developer and shall only plow and maintain public roads that are designated as public on the plat. This section survives termination under Subsection 20.b) of this Agreement, unless specifically terminated in writing.

14. Onsite Improvements. At the time of final plat recordation for the Project, the Developer shall be responsible for the installation and dedication to the City of onsite water improvements installed within public rights-of-way sufficient for the development of the Project in accordance with City Code.

15. 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:

To the City:

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

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

- a) The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.
- b) The right to draw upon any security posted or provided in connection with the Project.
- c) The right to terminate this Agreement.

17. 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.

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

19. 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.

20. 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 6 and 7 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.

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

22. General Terms and Conditions.

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

b) **Interlocal Agreement Approvals.** This Agreement constitutes an interlocal agreement under Chapter 11-13 of the Utah Code. It shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

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

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

e) 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.

f) 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.

g) 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.

h) 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.

i) 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.

j) 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.

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

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

m) 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.

n) 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 District Court of the State of Utah with jurisdiction over Davis County, 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

Harv Jeppsen

Print Name & Office

Signature

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 2043, personally appeared before me, _____, who being by me duly sworn, did say that (s)he is a _____ of _____, a limited liability company of the State of Utah, and that the foregoing instrument was signed on behalf of said company by an authorized signor, and duly acknowledgment to me that (s)he executed the same.

Notary Public

FARMINGTON CITY

By _____
Brett Anderson, Mayor

Attest:

DeAnn Carlile
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____, 2024, personally appeared before me,
Brett Anderson, who being by me duly sworn, did say that he is the Mayor of Farmington
City, a Utah municipal corporation and political subdivision of the State of Utah, and that
the foregoing instrument was signed on behalf of the City for the purposes therein stated.

Notary Public

Approved as to Form:

Paul H. Roberts
City Attorney

EXHIBIT "A"

PROPERTY DESCRIPTION

Davis County Parcel No. 08-051-0180

Legal Description: BEG AT THE CENTER OF SEC 13-T3N-R1W, SLB&M; & RUN TH S $89^{\circ}52'45''$ W 20.00 FT; TH N $0^{\circ}01'47''$ E 110.00 FT; TH S $89^{\circ}52'45''$ W 613.97 FT; TH N $21^{\circ}22'38''$ W 148.90 FT; TH N'LY 1.70 FT ALG THE ARC OF A 57.41 FT RADIUS CURVE TO THE RIGHT (LC BEARS N $21^{\circ}47'43''$ E 1.70 FT); TH NE'LY 18.04 FT ALG THE ARC OF A 57.91 FT RADIUS CURVE TO THE RIGHT (LC BEARS N $28^{\circ}46'12''$ E 17.97 FT) TO A PT WH IS ON BNDRY LINE AGMT RECORDED 06/24/2019 AS E# 3168113 BK 7290 PG 1284 & AFFIDAVIT RECORDED 01/27/2020 AS E# 3220986 BK 7436 PG 296; TH ALG SD AGMT THE FOLLOWING COURSE: S $89^{\circ}07'15''$ E 1263.81 FT; TH S $24^{\circ}42'50''$ W 151.15 FT; TH S $11^{\circ}31'43''$ W 91.02 FT; TH S $72^{\circ}28'$ E 15.99 FT; TH S $28^{\circ}10'09''$ W 54.56 FT; TH S $73^{\circ}16'20''$ W 31.99 FT; TH N $89^{\circ}32'27''$ W 461.09 FT TO THE POB. CONT. 6.482 ACRES TOGETHER WITH & SUBJECT TO A DESC R/W. ALSO, A TRACT OF LAND IN FEE SIT IN THE SE 1/4 NW 1/4 OF SEC 13-T3N-R1W, SLB&M, DESC AS FOLLOWS: BEG IN THE E'LY FRONTAGE ROAD R/W OF RECORD, UNDER PROJECT NO. 0067 AT A PT 33.280 M (109.19 FT) N $0^{\circ}07'38''$ E ALG THE 1/4 SEC LINE 193.519 M (634.90 FT) N $89^{\circ}52'22''$ W & 56.578 M (185.62 FT) N $17^{\circ}23'25''$ W FR THE CENTER OF SD SEC 13 AS MONU WITH A COUNTY BRASS CAP; & RUN TH N $17^{\circ}23'25''$ W 5.609 M (18.40 FT) TO A N'LY PPTY LINE; TH S $89^{\circ}14'22''$ E (DEED OF RECORD S $89^{\circ}07'15''$ E) 4.479 M (14.69 FT) ALG SD N'LY PPTY LINE; TH SW'LY 5.499 M (18.04 FT) ALG THE ARC OF A 17.651 M (57.91 FT) RADIUS CURVE TO THE LEFT, TO A PT OF COMPOUND CURVE (NOTE: CHORD TO SD CURVE BEARS S $28^{\circ}46'14''$ W 5.477 M (17.97 FT); TH S'LY 0.520 M (1.71 FT) ALG THE ARC OF A 17.500 M (57.41 FT) RADIUS CURVE TO THE LEFT (NOTE: CHORD TO SD CURVE BEARS S $18^{\circ}38'39''$ W 0.520 M (1.71 FT) TO THE POB. CONT. 0.003 ACRES TOTAL ACREAGE 6.485 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY)

Visual of property (subject property highlighted in yellow):

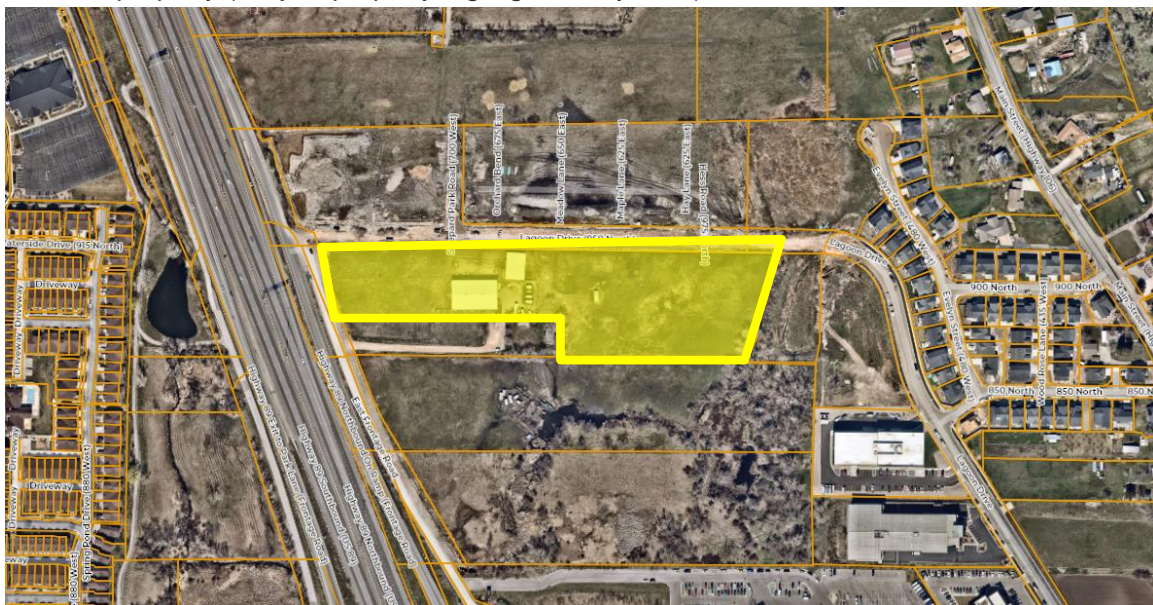


EXHIBIT “B”

GENERAL DEVELOPMENT PLAN

Artistic Rendering



Site Plan / Landscape Plan



EXHIBIT “C”

RESORT POLICIES

SPRING CREEK RV RESORT POLICIES

We want to make your stay both pleasant and comfortable. If you need any additional information, please feel free to inquire at the office.

Our resort is non-smoking; smoking is not permitted inside any building or within 25 feet of any building. Smoking is not permitted at any RV site as it can cause a nuisance to surrounding guests. Smoking is not permitted in any outdoor common-use area such as outside of the bathhouse, bowery, pickleball courts, and park. Suspicious or illegal activity will not be tolerated.

To maintain a high standard for all campers, we only accept RVs, trailers, vans, campers, & vehicles that are in well-maintained and operable condition. Your RV cannot have missing panels or parts. Spring Creek reserves the right to cancel a stay based on the overall condition of an RV upon or before arrival. All RVs must be owner-occupied.

Please help us make your stay here more enjoyable through your cooperation with the following policies and rules:

Check-In

Check-in is after 1 p.m. on the day of arrival. If you are staying during winter months, it is required that you have a heated culinary water hose and an insulated water hydrant cover to keep your water from freezing. We have these for sale in the office if needed. Packages can be sent to our office. Personal mail should not be forwarded to our office. Please obtain a PO Box through USPS for personal mail. We do not monitor the coming and going of packages and it is completely at the risk of the guest.

All RV's must be 15 years or newer. Spring Creek RV Resort reserves the right to allow RV's older than 15 years with pictures showing their good condition. All RV's must be in good condition and in working order and are subject to an approval decision being made upon arrival regardless of a prior decision based on photos. If your RV does not meet the selection criteria upon arrival or at any time during your stay, or if you provide inaccurate or incomplete information, your reservation may be rejected and your reservation may not be refunded. RV owners must have an appropriate vehicle capable of moving their RV upon request. Tent camping is not allowed.

Check-Out

Check-out before 11:00 a.m. on the day of departure. Please make arrangements prior to 10 a.m. if extending your stay is desired. Any items at your site, at the clubhouse, or on the property that are broken or damaged by any of your family or guests during your stay will be billed to your card on file to recoup any loss or damage or to make any repairs.

Payment and Cancellation Policy for 28-day Reservations

28-day Reservations must be booked over the phone. A non-refundable deposit of \$150 will be charged for 28-day reservations. 3 days prior to the start of the reservation, 100% of the remaining balance will be automatically charged to the card on file. Once the 28-day reservation begins, no refunds will be given for early departure or late arrival. A pet fee \$25 (up to 3 pets are included in this fee) will be charged.

Payment and Cancellation Policy for less than 28-day Reservations

At the time of booking, authorization will be put on the card on file. 3 days before the start of the reservation, 100% of the reservation balance will automatically be charged. No refunds will be given for late arrivals or early departures. No refunds will be given for reservations canceled less than 3 days before the stay. A 50% refund will be given for reservations canceled less than 7 days (but more than 3 days) before the stay. Guests may choose to receive a full refund in the form of resort credit to be used on a future stay if they cancel in this timeframe. No-shows will be charged the full reservation amount.

Quiet Hours

Quiet hours are from 10 p.m. to 7:30 a.m.

Tables

Limit of one (1) picnic table per campsite.

RV Guests

Spring Creek reserves the right to limit long term stays. Maximum reservation is 28 days. Spring Creek reserves the right to allow multiple 28-day reservations for long-term stays. 28-day reservations will be charged for electric use. Meter readings will be taken at the end of every 28-day reservation and will be charged to the card on file. Large-area outdoor rugs are prohibited on campsites. A small mat (24" x 24" maximum) is allowed at the base of your stairs. Winter skirting around your RV must be authorized by the office. No porches or outdoor construction allowed. Outdoor storage is prohibited. Guests must keep the site clean and organized and picked up.

Vehicles (Two vehicles allowed per site. Certain sites allow for only 1 vehicle. Vehicles can only be parked at a site if they do not obstruct the roadway. Resort Staff reserves the right to limit additional vehicles per site). A 3rd vehicle is allowed if there are stalls available. The charge for a 3rd vehicle is \$50 per month for 28-day reservations. All other reservations will be charged \$5/per day.

Vehicles must not block the road or adjacent site(s). The speed limit is between 5-10 MPH. Failure to comply with this speed limit or roadway markings may result in a forfeiture of a reservation or future reservations.

Children

Parents are responsible at all times for their children's safety and behavior. Please supervise children at all amenities and do not allow children to play in the roadway.

Laundry

The laundry room is open from 8 a.m. to 10 p.m. Please do not hang clothes on lines or on trees at the campsite. No pet washing in bathrooms.

Animals/Pets

Animals must be always kept on a physical leash and may not be left unattended at the campsite. Animals must be non-aggressive. Animals cannot be a nuisance to your neighbors. Animals are not allowed inside the clubhouse or laundry and bathroom buildings unless they are registered disability service animals. Animals may not be tethered to utility fixtures, picnic tables, trees or fences. Animal waste must be immediately picked up by the pet owner no matter where on property it does its business. Please control excessive dog barking. Dogs may be off leash when within the Dog Playground provided their owners remain in control. Pet pens/pet fencing are not allowed on sites. Please use our dog playground. Grass at sites that are ruined by pet urine to be repaired by guests. Management reserves the right to not allow your animal on the Resort property or to compel you to remove your animal from the Resort.

Restrooms and Showers

Please clean up after yourself and leave the bathrooms clean. Animals and the washing of dishes are prohibited in the restrooms.

Fires

No open wood fires allowed. Propane fire pits are allowed and also available for rent in the office. Personal charcoal and propane grills are permitted. Do not put hot coals in garbage containers. Fireworks are prohibited on the Resort premises.

Garbage

Help us stay clean by depositing all garbage in the dumpsters and garbage cans located throughout the Resort.

After-Hours Assistance/Security

Please call (801)721-8246 for after-hours and security issues. After-hours guests shall not set up during quiet hours.

Retention Ponds

Retention ponds on property at the Resort are restricted access areas. Access or entry by Guests and/or pets is strictly prohibited.

Background Checks

Long-term stays (28-day reservations) will be subject to a criminal background check at the expense of the guest. Signing this acknowledgment indicates that you have been made aware that selection criteria for a 28-day reservation may include factors such as criminal history. If you do not meet the selection criteria, or if you provide inaccurate or incomplete information, your reservation may be rejected and your reservation may not be refunded.

Acknowledgment of Policies

THIS RESORT IS PRIVATELY OWNED. FAILURE TO COMPLY WITH THESE POLICIES AND RULES MAY RESULT IN YOU BEING ASKED BY MANAGEMENT TO LEAVE THE RESORT WITHOUT REFUND OR RECOURSE AND/OR BY FUTURE RESERVATIONS BEING CANCELED. SPRING CREEK RESERVES THE RIGHT TO ENFORCE ITS RULES AND POLICIES AND TO REFUSE, IN ITS SOLE DISCRETION, SERVICE OR ACCESS TO ANYONE.

We reserve the right to change, amend, or otherwise modify the policies at any time. The most updated version will be available on the Resort's website. We will provide the policies to be signed at the time of booking. A guest's use of the reservation/site/amenities is an acknowledgment and acceptance of the terms, regardless of whether signed policies for that reservation have been returned to the Resort.

ARRIVAL TIMES

1:00 PM - 6:00 PM

If arriving outside of check-in times, please call to make arrangements.

AUTO-COLLECT

At the time of booking, 100% of the reservation balance will be collected. Payment for all gift certificates will also be collected. Applies to: all reservations.

SCHEDULED DEPOSIT

3 days before arrival, 100% of the reservation balance will be collected. If a reservation is booked "last-minute" (within the scheduled time frame), the initial deposit will be collected in addition to the scheduled amount. Applies to: all reservations.

CHILDREN & PETS

Children are welcome with an accompanying adult. Pets are welcome. We are pet friendly. Pets must be on a physical leash at all times and cleaned up after. 3 pets per site. We do not allow permanent pet pens at the RV site.

CREDIT CARD SECURITY

Your credit card information is stored and processed securely.

AGE OF RV REQUIREMENTS

If the age of your RV is 15 years or older, please submit current pictures showing all 4 sides for final approval of your reservation.



Farmington City Planning Commission Staff Report July 11, 2024

Item 4: Zoning Text Change Proposal Related to ADUs—Multiple Sections of the Zoning Ordinance

Public Hearing: No
Application No.: ZT-8-24
Applicant: Farmington City

Request: *Recommendation to amend multiple sections of Title 11 allowing separate ownership of accessory dwelling units.*

Suggested Motion

Move the Planning Commission recommend that the City Council amend Sections 11-2-020, 11-28-200, 11-10-040, 11-11-060, 11-11-070, 11-13-050, 11-13-060, 11-17-050, and 11-32-060 as set forth in the enclosed redline drafts.

Findings:

1. The State of Utah and much of the country are experiencing an unprecedented housing shortage. Much is being done to provide affordable “for rent” units but little is being done to create affordable owner-occupied dwellings. The amendment enables opportunities to increase affordable “for sale” housing supply, and will provide low to moderate income households the possibility of realizing equity as part of their housing expenses.
2. The proposed changes support and implement objectives of the City’s Affordable Housing Plan—an element of the General Plan.
3. Ownership will not impact the look and feel of Farmington’s neighborhoods as renter occupied accessory dwelling units (ADUs) are already a permitted use in the City’s agriculture and residential zones, and one cannot differentiate a “renter” from an “owner”; moreover, owner occupancy often enhances property values.
4. Utility and public service providers, the City Engineer, and City’s Building Official have reviewed the amendments and found them consistent with standards and day-to-day operations of their respective entities.
5. Many of the changes clarify and/or memorialize long-held practices and interpretations by the City.

Background

On January 4, 2024, the Planning Commission discussed the possibility of code text changes to allow ownership of an ADU (Accessory Dwelling Unit) separate from the ownership of the related

single-family dwelling. On May, 9, 2024, the Commission established a sub-committee to review and draft such amendments, and this working group included City staff and two members of the City Council as well. The subcommittee met on May 20th and June 10th, and individual members (and others) also met numerous times one-on-one with staff during this time period to discuss specific changes. Then, on June 20, 2024, the entire Planning Commission reviewed all proposed changes by the subcommittee (and new/additional concepts by staff, but not vetted by the subcommittee) --this meeting also included a public hearing. The Commission then provided specific direction in preparation for its review of a final draft at its next meeting.

As a prelude to this staff report, the City Attorney, senior staff, and each Commissioner received a draft to review. The underlined portions of the enclosed document represent these last changes. As such, it is recommended that the Planning Commission remove the last phrase of the definition of an IADU (the third paragraph of the draft). In an effort to ensure the City Ordinance is consistent with State Code, staff asked the City Attorney: “Section 10-9a-503 (4) of the State Code does not say... a municipality may 'require an exclusive entrance to an IADU', and if we do so is this in conflict with State regulations?” In response, the City Attorney stated: “We [the City] are prohibited from establishing ‘restrictions or requirements for the construction or use of one internal accessory dwelling unit within a primary dwelling’ UCA 10-9a-350(2)(b), unless it appears on the list of exceptions to the prohibition. So, we should remove the requirement of a separate entrance”.

Review by the Planning Commission, the sub-committee, city staff, and others over the last several weeks similarly triggered minor “tweaks” to other parts of the Zoning Ordinance. These amendments are also included in this staff report for Planning Commission consideration.

Supplementary Information

1. Draft ADU Ownership Text Amendments, July 11, 2024.
2. Illustrative DADU Scenarios 6.24.24
3. Proposed amendments to Sections 11-10-040, 11-11-060, 11-11-070, 11-13-050, 11-13-060, 11-17-050, and 11-32-060 of the Zoning Ordinance, June 20, 2024.

DRAFT ADU Ownership Text Amendments
July 11, 2024

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

ACCESSORY DWELLING UNIT (ADU): A Detached Accessory Dwelling unit (DADU) or an Internal Accessory Dwelling Unit (IADU) both as defined herein.

DETACHED ACCESSORY DWELLING UNIT (DADU): A detached dwelling unit consisting of all or any part of ~~within an accessory~~ a detached accessory building; to a single-family dwelling not physically connected in any way to the single-family dwelling which is subordinate in area and height and is an architecturally compatible to the ~~and integral part of a~~ neighborhood and single-family dwelling and located on the same lot, or on a DADU parcel.

INTERNAL ACCESSORY DWELLING UNIT (IADU): An attached dwelling unit within, or adding to, the footprint of a single-family dwelling and is architecturally compatible with the single-family dwelling and neighborhood ~~an architectural and integral part thereof~~ and which has an exclusive entrance separate and apart from the related single-family dwelling.

DADU Parcel: A defined area of ground which contains only two lots, each with a dwelling, and which, if combined together as one lot, including the structures thereon, meets the building lot, building placement, building height, parking standards, or other requirements of the underlying zone.

11-28-200: ACCESSORY DWELLING UNITS (ADUs) ~~AND INTERNAL ACCESSORY DWELLING UNITS:~~

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

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

1. Minimal Impacts: To accommodate such housing in residential neighborhoods with minimal impacts on the neighborhood in terms of traffic, noise, parking, congestion, **proximity to neighboring dwelling units**, and compatible scale and appearance of residential buildings.
2. Decline In Quality: To prevent the proliferation of rental dwellings, absentee ownership, ~~property disinvestment~~, Building Code violations and associated decline in quality of residential neighborhoods.
3. Terms And Conditions: To set forth standardized terms and conditions for ADUs ~~and IADUs~~ and procedures for review and approval of the same.

- B. **Applications** ~~Permitted Use:~~ IADUs may be allowed as a permitted use as designated by the ~~underlying zone(s) found in this title~~. Applications for an IADU shall be submitted and reviewed by the Planning Department.
- C. ~~Conditional~~ **Allowed Use Permit:** ADUs may be **an allowed use** as a ~~conditional use~~ as designated by the underlying zone(s) found in this title. ~~Applications for an accessory dwelling shall be submitted and reviewed as a conditional use permit in accordance with chapter 8 of this title.~~
- D. Standards: The following standards and conditions shall apply to all **ADUs, and Detached Accessory Dwelling Units (DADUs) and or Internal Accessory Dwelling Units (IADUs) as specified**, in addition to any terms and conditions of approval as imposed by the Planning Department or the Planning Commission during the permitted use, ~~or conditional use permit~~, **or subdivision** process:
1. Location: An ADU ~~or an IADU~~ shall only be allowed as part of, or in conjunction with, a single-family dwelling, and DADUs shall **meet the height and building footprint area standards of the underlying zone for accessory buildings** ~~be subordinate in height and area to such single-family dwelling.~~
 2. Number: A maximum of one **ADU** ~~accessory dwelling, either an ADU or an IADU~~ shall be allowed per single-family ~~home~~ **dwelling except as provided for in subparagraph F below**, ~~not one of each.~~ **An ADUs and/or IADUs** shall contain no more than one dwelling unit.
 3. Parking: At least one off-street parking stall shall be provided for the ADU ~~or IADU~~. Such parking stall **must** be in addition to all off street parking requirements for the primary single-family dwelling on the lot and shall conform with the City parking standards specified in this title.
 4. Design And Character: The ADU ~~or IADU~~ shall be clearly incidental to the single-family dwelling, ~~there should be no significant alteration to the exterior of the single-family dwelling to~~

accommodate the ADU or IADU and such ADU or IADU and shall not adversely affect the residential character of the surrounding neighborhood. An ADU or IADU shall be designed in such a way that neighbors or passersby would not, under normal circumstances, be aware of its existence.

5. Size: An ~~DADU or IADU~~ shall be equal to or subordinate to the footprint of the original Single-family dwelling. An IADU shall be equal to or subordinate to the ~~in floor area and footprint to, or the remaining floor area and footprint, occupied by of the original~~ single-family dwelling.
6. Lot Size:
 - a. The creation of an ~~ADU or IADU~~ is prohibited if the lot ~~size~~ containing the primary dwelling is ~~less than~~ six thousand (6,000) square feet ~~or less~~ in size.
 - b. ~~The creation of a DADU is prohibited if the lot containing the primary dwelling is less than ten thousand (10,000) square feet in size.~~
7. Construction Codes: The ~~ADU or IADU~~ shall comply with all Construction, Housing and Building Codes in effect at the time the ~~secondary dwelling~~ ~~ADU~~ is constructed and shall comply with all procedures and requirements of the City building regulations.
8. Foundation: ~~The ADU must be adequately installed and secured to a permanent concrete foundation in accordance with the building codes, as adopted and amended by the city.~~
- ~~8~~9. Occupants: The ~~ADU or IADU~~ shall be occupied exclusively by one family.
- ~~9~~10. ~~Ownership~~ **Occupancy**: Either the single-family dwelling or ~~the ADU accessory dwelling (ADU or IADU)~~ shall be owner occupied.
- 11**0. Temporary Absentee Ownership**:
 - a. Temporary absentee property ownership may be allowed due to ~~unforeseen~~ circumstances, such as military assignments, employment commitments, family obligations and quasi-public service.
 - b. Notwithstanding the foregoing, the maximum time period allowed for **temporary** absentee property ownership shall not exceed ~~four (4) years~~ **twelve (12) months**. In the event such **temporary** absentee property ownership occurs, the property owner may rent both the **ADU accessory dwelling (ADU or IADU)** and the primary dwelling **to unrelated third parties as defined herein**.
 - c. ~~The zoning administrator may extend the twelve (12) month temporary absentee owner period when the property owner can provide sufficient evidence that the circumstances justifying the exception will last longer than one year. The zoning administrator may not~~

authorize a temporary absentee ownership unless the application includes a definite termination date of the temporary absence.

- d. An unrelated third party is any person who is not related to the primary owner of a dwelling within 3 degrees of consanguinity.
- e. This subsection does not prohibit the occupation of a primary dwelling or ADU by a related party, or a domestic partner of the property owner, during a period of the property owner's absence.

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

- a. A statement that the lot contains an ADU-Or-IADU; and
- b. A statement that the ADU-Or-IADU may only be used in accordance with the City's regulations.

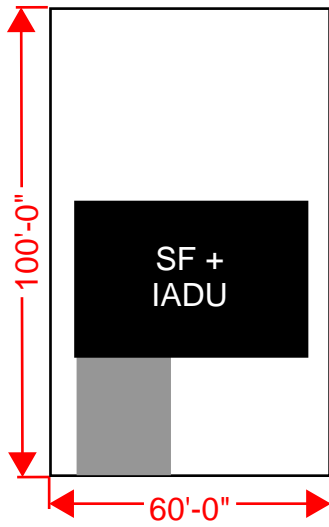
The City shall, upon recording the notice deliver a copy of the notice to the owner of the ADU-Or-IADU.

- E. Site Development: Upon **consideration of** approval of a permitted use, or a conditional use permit, for an ~~ADU-accessory dwelling (ADU or IADU)~~, an application for site development shall be submitted in accordance with the provisions of chapter 7 of this title.
- F. DADU Ownership: The DADU owner may be different or the same as the owner of the single-family dwelling, including but not limited to a lot split. The DADU owner may own or acquire an interest in the DADU where such interest is memorialized in a writing, that it is a legally enforceable and binding instrument fully describing the legal obligations between the owner of the single-family dwelling and the owner/proposed owner or interest holder as well as their respective successors in interest in the DADU in such a form and manner as will run with the land. Such instrument shall be in recordable form and shall be recorded with the office of the county recorder as a condition of issuance of any building permit or certificate of occupancy by the city. Ownership may include transfers to successors in interest to the original owner where the original owner retains ultimate control of the DADU such as to a wholly owned corporation or living trust where the owner is both grantor and trustee and the like. All such instruments must be approved by the city attorney as to form and content prior to recordation. Standards for any such DADU created under this Section are as follows:
 - 1. SSF: A Subordinate Single-Family dwelling (SSF) is a DADU held in separate ownership from owner of the single-family dwelling, which ownership includes separate land separate from for the DADU.

2. DADU Parcel: An SSF and a single-family dwelling shall comply with the definition of a DADU parcel.
3. Land Use Approvals/Permits: Any subdivision and building permit necessary to enable an SSF must follow the building code, the city's subdivision process, and other rules and regulations of the Farmington City Code.
4. Separate Utilities Required: As part of the subdivision and building permit process, the owner of a DADU shall provide separate culinary water and sewer laterals, and other utilities (and if necessary a separate connection for secondary water), as well as customary metering, prior to occupancy of the SSF, and shall provide easements acceptable to the City for the same prior to or concurrent with the recordation of the subdivision. In the event separate utilities for the DADU are not installed, or approved by any or all respective service providers, the owner of the single-family dwelling shall not offer the DADU for sale as an SSF and the city shall not approve the subdivision of the property.
5. Parking and Access Easements: If an SSF lot frontage on public or private right-of-way is not wide enough to accommodate parking or pedestrian access, or if an SSF lot has no frontage, the owner of the single-family dwelling lot shall provide parking and pedestrian access easements, acceptable to the city, to the owner of the SSF prior to or concurrent with the recordation of the subdivision.
6. Certificate of Occupancy: A property owner, or the City, shall not record a subdivision to enable an SSF until the City has issued a certificate of occupancy for the SSF.
7. SSF Occupancy: An SSF must be owner occupied for two (2) years upon initial separation of ownership from the single-family dwelling regardless if such two (2) years is interrupted by an allowed temporary absentee ownership time period set forth herein, and all instruments recorded against the property to implement the separation shall require the same standard. Initial separation shall mean for purposes of this part the date upon which the initial owner of the single-family dwelling divests or sells a fee simple interest in the DADU creating the SSF.
8. Number of Permissible Dwelling Units:
 - a. An SSF shall contain no more than one dwelling unit, and shall not have a DADU or an IADU.
 - b. A Single-Family Dwelling which is essential to the creation of an SSF shall not have an DADU, but may have an IADU. In the event this occurs, the lot size for the SSF must be greater than or equal to two thousand five hundred square feet (2,500 sq. ft.) in area, the lot size for the Single-family dwelling must be greater than or equal to six thousand square feet (6,000 sq.

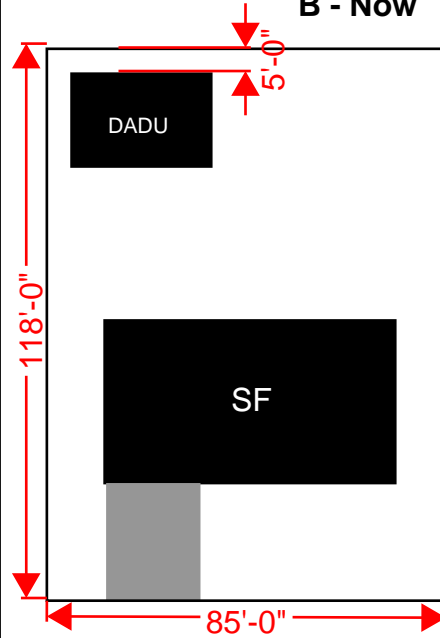
ft.) in area, and the size for the DADU parcel must be greater than or equal to ten thousand square feet (10,000 sq. ft.) in area.

A - Now



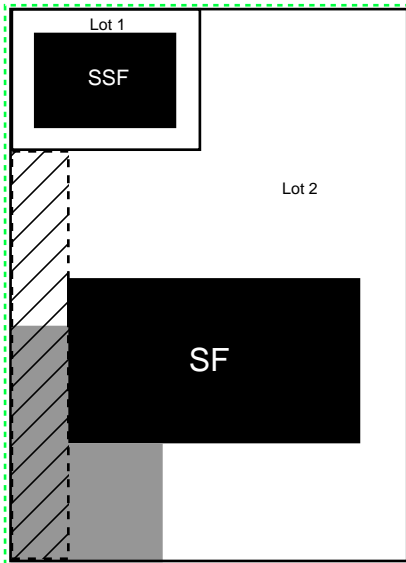
- Owner must live on-site.
- Lot size $\geq 6,000$ sq. ft.

B - Now

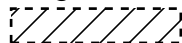


- Owner must live on-site.
- Lot size $\geq 10,000$ sq. ft.

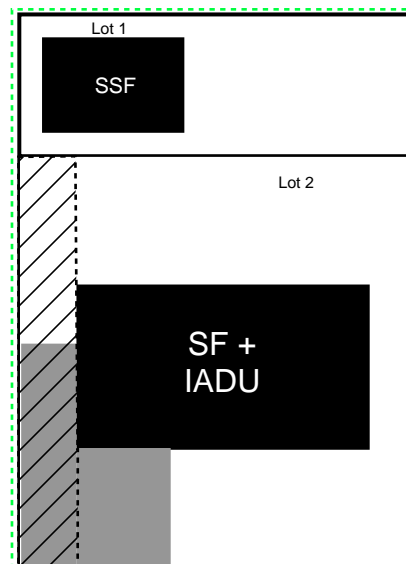
C - Proposed



- Absentee Owner
Lot 1: After 2 years
Lot 2: Allowed
- DADU parcel $\geq 10,000$ sq. ft.
- Access, Utility, and Parking Easement



D - Proposed



- Absentee Owner
Lot 1: After 2 years
Lot 2: Owner must live on-site.
- Size
Lot 1: $\geq 2,500$ sq. ft.
Lot 2: $\geq 6,000$ sq. ft.
- DADU parcel $\geq 10,000$ sq. ft.
- Access, Utility, and Parking Easement



Proposed amendments to Sections 11-10-040, 11-11-060, 11-11-070, 11-13-050, 11-13-060, 11-17-050, and 11-32-060 of the Zoning Ordinance, June 20, 2024

11-10-040: LOT AREA, WIDTH, AND SETBACK STANDARDS:

H. Accessory Buildings And Structures:

1. a. Accessory buildings, except those listed in subsection H2 of this section, shall be separated from the main building by a distance in compliance with applicable Building Codes, shall be at least five feet (5') from all property lines, shall not encroach on any recorded easement.

b. Notwithstanding the foregoing, the City may approve accessory buildings with standards for the same as set forth in Chapter 11 of this Title ~~(and exceptions allowed in that Chapter) so long as such buildings are subordinate in height and area to the main building, are no taller than fifteen feet (15') in height (as allowed in chapter 11), and comply with lot coverage standards herein.~~ **(and exceptions allowed in that Chapter)**

2. Accessory buildings shall not be located in the required front yard. Accessory building located to the rear or side of the main building shall not occupy more than twenty five percent (25%) of the required rear yard or thirty three percent (33%) of a required side yard; when located in the front yard, but not the required front yard, accessory buildings shall not occupy more than twenty-five percent (25%) of that area.

3. No farm animal structure, hay barn, stable, silo, coop, corral or other similar building or structure which is accessory to the agricultural use of land may be located closer than ten feet (10') to any side or rear boundary line or fifty feet (50') to any public street or to any dwelling on adjacent properties. This provision shall not apply to pastures.

4. Equipment or materials stored or located in accessory buildings, yards or structures in AE Zones shall be permitted only for the personal use of the occupants of the property. No such storage or use related to a nonagricultural commercial business shall be allowed.

5. Accessory buildings which contain or constitute an accessory dwelling unit shall, without exception, be subordinate in height and ~~area~~ **footprint** to the main building.

I. Transmission Towers: Transmission towers, except as specified in section [11-28-190](#) of this title, shall be set back from all property lines a distance equal to the height of the tower plus thirty feet (30').

11-11-060: ACCESSORY BUILDINGS AND STRUCTURES:

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

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

2. Cannot encroach on any recorded easement;

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

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

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

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

7. An accessory building may be located in a side corner yard or front yard of a lot; providing, that the building is of the same general design or style as and comparable in excellence of quality and construction to the main building, and in no event shall the accessory building encroach into the required front yard or required side corner yard.

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

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

1. Exception: An accessory building which is less than ten feet (10') in height and two hundred (200) square feet in ground floor area may be located in a rear yard fronting a street so long as that yard does not abut the front yard of a neighboring property. The ten feet (10') shall be measured to the peak of a pitched roof. An accessory building located in the rear yard with street frontage shall be screened from view of the right of way by a visual barrier fence or landscaping.

11-11-070: BUILDING HEIGHT:

A. Main Buildings:

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

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

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

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

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

3. Accessory buildings shall, without exception, be subordinate in height to the main building, unless the main building is less than fifteen feet (15') in height.

11-13-050: ACCESSORY BUILDINGS AND STRUCTURES:

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

1. Shall be separated from the main building by a distance in compliance with applicable building codes;
2. Cannot encroach on any recorded easement;
3. An accessory building shall not be located closer than five feet (5') from a side or rear property line unless a special exception is approved by the Planning Commission to reduce these setbacks in accordance with section [11-3-045](#);
 - a. Exception: An accessory building which is less than ten feet (10') in height and under two hundred (200) square feet in ground floor area may be located within a side and/or rear yard closer than five feet (5') to a side property line so long as it complies with the other provisions of this Section.
4. Accessory buildings located to the rear or side of the main building shall not occupy more than twenty five percent (25%) of the rear yard or thirty three percent (33%) of the side yard;
5. Accessory buildings shall, without exception, be subordinate in footprint area to the main building.
6. Any eave, or part of an Accessory building, shall not overhang or extend past a property line.
7. An accessory building may be located in a side corner yard or front yard of a lot; providing, that the building is of the same general design or style as and comparable in excellence of quality and construction to the main building, and in no event shall the accessory building encroach into the required front yard or required side corner yard beyond the nearest corner of the main building.

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

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

11-13-060: BUILDING HEIGHT:

A. Main Buildings:

1. Main buildings shall not exceed twenty seven feet (27') in height.
2. No dwelling structure shall contain less than one story.

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

1. Accessory buildings or structures shall not exceed fifteen feet (15') in height unless an increased height is approved by the planning commission after review of a special exception application filed by the property owner.
2. Accessory buildings within one foot (1') of a side property line located in the side yard or front yard shall be limited to ten feet (10') in height and an increase in height of one (1') may be

allowed for each additional foot setback from the side property line, but not to exceed the maximum height for such buildings unless as otherwise provided herein.

3. Accessory buildings shall, without exception, be subordinate in height to the main building, **unless the main building is less than fifteen feet (15') in height.**

11-17-050: ACCESSORY BUILDINGS AND STRUCTURES (INCLUDING ATTACHED OR DETACHED GARAGES):

A. Location: Accessory buildings, except for those listed in subsection C of this section, may be located within one foot (1') of the side or rear property line, provided they are at least six feet (6') to the rear of the dwelling, do not encroach on any recorded easements, occupy not more than twenty five percent (25%) of the rear yard, ~~and accessory buildings shall, without exception, be subordinate in height and area to the main building and shall not encroach into the front yard and required side corner yard.~~ An accessory building which contains an ADU shall be located a minimum of five feet (5') from a side or rear property line unless a special exception is approved by the Planning Commission to reduce these setbacks in accordance with section [11-3-045](#).

An accessory building may be located in a side corner yard or front yard of a lot; providing, that the building is of the same general design or style as and comparable in excellence of quality and construction to the main building, and in no event shall the accessory building encroach into the required front yard or required side corner yard beyond the nearest corner of the main building.

B. ~~Footprint and Height-Size:~~ All accessory buildings shall, without exception, be subordinate in height, **unless the main building is less than fifteen feet (15') in height, and subordinate in footprint lot coverage** to the main building.

C. Animal Shelters And Similar Buildings: Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not closer than ten feet (10') from any side or rear property line and eighty feet (80') from any public street or from any dwelling on an adjacent property (exceptions to these setback requirements may be reviewed by the planning commission as a special exception).

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

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

1. Notwithstanding subsection A, a garage shall not encroach into the front yard, side corner yard, or any other yard, except side yards and the rear yard, of the building lot, with the exception that if a garage currently does not exist on the property and one could not fit within the side or rear yard, then a garage may encroach into the side corner yard, but not the required side corner yard, provided that it is designed so as to be an architectural and integral part of the main dwelling.

2. Attached garages constructed even with the front setback line, or that are set back (or recessed) from the front setback less than a distance equal to half the depth of the main building shall comprise no more than thirty three percent (33%) of the front plane of the home on lots greater than eighty five feet (85') in width, and up to forty percent (40%) on lots less than eighty five feet (85') in width if for every percentage point over thirty three percent (33%) the garage is set back

(or recessed) an additional one foot (1') behind the front plane of the home. Side loaded garages where windows, openings and fenestration of the front facade thereof are consistent with such features of the main building and where the garage door does not face the street are an exception to this standard.

3. All garages, unless otherwise provided herein, shall be considered as a permitted use.

4. Garages must be compatible and consistent with existing garages in the area. The placement of garages in the general vicinity and on adjoining properties with respect to setbacks and the position of existing garages in relation to the main buildings will be a consideration in determining site plan approval for new garages. Property owners may be asked to provide information regarding such during the building permit application review process. (Ord. 2007-18, 3-6-2007; amd. Ord. 2015-11, 3-17-2015; Ord. 2023-42, 7-18-2023; Ord. 2023-44, 7-18-2023; Ord. 2023-55, 9-19-2023)

11-32-030: GENERAL PROVISIONS:

D. Tandem Parking: Tandem parking shall not be allowed, except for single-family and two-family dwellings.

E. Parking In Front Yard or Side Corner Yard: No portion of a front yard or side corner yard shall be used for parking, except for the paved or gravel driveway area. No portion of a front yard or side corner yard, other than driveways leading to a garage or properly designated parking space, shall be paved or graveled to encourage or make possible the parking of vehicles thereon.

11-32-060: ACCESS TO OFF STREET PARKING AND LOADING SPACES:

A. Ingress And Egress: Adequate ingress and egress to all uses shall be provided as follows:

1. Residential driveways shall be not more than twenty feet (20') in width when serving as access to two (2) properly designated spaces, or thirty feet (30') in width when serving as access to three (3) properly designated parking spaces as measured at the front or side corner property line. "Properly designated parking spaces" shall include spaces in a garage, carport or on a parking pad located to the side of a dwelling and not located within the front yard or required side corner yard. **Tandem parking on a residential driveway leading to a properly designated parking space contributes to the number of parking spaces required for a single- or two-family dwelling.**

Additional driveway width for access to a rear yard, for more than three (3) properly designated parking spaces, or for multiple-family residential developments, or for a different location of a properly designated parking space than set forth herein, may be reviewed by the planning commission as a special exception. Residential driveways shall be designed at a width which is the minimum necessary to provide adequate access to designated parking spaces.

2. Not more than one driveway for each separate street frontage shall be permitted on lots occupied by a one-family or two-family dwelling, except under the following circumstances:

a. On lots with at least the minimum width required in the zone, one additional driveway may be permitted providing that the sum of the width of both driveways does not exceed the maximum widths specified in subsection A1 of this section;

b. For lots having at least fifty feet (50') of width in excess of the minimum required width, one additional driveway, not exceeding sixteen feet (16') in width, may be permitted.

3. A maximum of one driveway for each one hundred feet (100') of public street frontage shall be allowed for commercial and industrial uses. Said driveways shall be not more than thirty six feet (36') in width. Minimum widths of driveways shall be not less than sixteen feet (16') for one-way traffic or twenty four feet (24') for two-way traffic. Planter strips designed to separate one-way entering and exiting traffic, which are not less than four feet (4') or more than twelve feet (12') in width, shall not be included in computing the total width of driveways and do not constitute a separation of driveways as regulated by subsection B of this section.

4. Driveways shall not exceed a slope of fourteen percent (14%).

5. Driveways shall have direct access to a public street for a building lot. Subject to satisfaction of the provisions of section [11-3-045](#) of this title and the grant of a special exception, direct access for a building lot may include access over one adjacent building lot, provided both building lots have full frontage on a public street, an access easement has been recorded acceptable to the city, and the full face of any dwelling unit located on both building lots fronts or is fully exposed to the public street.

B. Driveway Spacing:

1. Individual driveways or circular driveways on residential lots shall be spaced not less than forty feet (40') apart on the same lot and shall be not less than six feet (6') from side property lines unless otherwise approved by the zoning administrator.



Farmington City Planning Commission Staff Report July 11, 2024

Item 5: Consideration of additional text and amendments to multiple sessions of Title 12, Subdivisions, to align the City's ordinances with the State of Utah's requirements for subdivision improvement warranties and to establish the Planning Commission as the land use authority for creating a DADU Parcel by metes and bounds.

Public Hearing: Yes
Application No.: ZT-10-24
Applicant: Farmington City

Request: *Updates to Title 12 to clarify regulations regarding subdivision process.*

Background

In consideration of a new ordinance which would allow for potential ownership of detached accessory dwelling units also being considered at this meeting, city staff is proposing that the Planning Commission be enabled to approve plat amendments which divide the accessory dwelling from the main home. The Planning Commission recently approved an ordinance which addressed this issue to some degree, but staff has identified an additional section where it is necessary to clarify who would be able to approve the creation of a DADU Parcel.

Many lots within the city are not part of a platted subdivision. Their identify and status exists as a Metes and Bounds property. While the division of such a lot could conceivably be completed with a subdivision plat, there are additional costs to a property owner in pursuing this route. Rather than creating an actual subdivision plat, a Subdivision by Metes and Bounds allows for property to be divided with a legal description of the new lot only. This process is already outlined within Section 12-3-080 of the City's ordinance, but additional text has been added to indicate that this process may be used to create a DADU parcel under the purview of the Planning Commission.

Additionally, while going over Title 12, staff has identified a discrepancy between the city's ordinance and what is permitted by the State of Utah in regards to improvement warranties.

When a developer builds a new subdivision, they must ensure that the new public infrastructure (roads, utility lines) was done properly before the city is fully on the hook for its long-term maintenance. The state allows communities to hold funds or a bond for 1 year at a value of 10% of the improvement costs. This statutory limitation is not new, the city has been using these limits in practice, but has not updated the text within the ordinance.

Suggested Motion

Move the Planning Commission recommend that the City Council approve the proposed changes to Title 12, Subdivision Regulations.

Findings:

1. The following findings are restated within the enabling ordinance:
 - a. The proposed changes align with recent changes to the subdivision ordinance allowing the Planning Commission to act as the land use authority for plat amendments when creating a new lot.
 - b. The proposed changes to the subdivision warranty language brings the cities code into compliance with the regulations of the State of Utah.

Supplemental Information:

Proposed enabling ordinance amending Title 12.

**FARMINGTON CITY, UTAH
ORDINANCE NO. 2024 -**

AN ORDINANCE AMENDING TITLE 11-12, SUBDIVISIONS, ALIGN THE CITY'S ORDINANCES WITH THE STATE OF UTAH'S REQUIREMENTS FOR SUBDIVISION IMPROVEMENT WARRANTIES AND TO ESTABLISH THE PLANNING COMMISSION AS THE LAND USE AUTHORITY FOR CREATING A DADU PARCEL BY METES AND BOUNDS. (ZT-10-24)

WHEREAS, the Planning Commission has held a public hearing in which the text changes proposed for Title 12 were reviewed and has recommended that this ordinance be approved by the City Council; and

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

WHEREAS, the proposed changes align with recent changes to the subdivision ordinance allowing the Planning Commission to act as the land use authority for plat amendments when creating a new lot.; and

WHEREAS, The proposed changes to the subdivision warranty language brings the city's code into compliance with the regulations of the State of Utah;

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

Section 1. Amendment. Certain sections of Title 12 of the Farmington City Zoning Ordinance are amended in as shown in Exhibit "A"

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

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

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 16th day of July, 2024.

FARMINGTON CITY

ATTEST:

Brett Anderson, Mayor

DeAnn Carlile, City Recorder

12-3-080: SUBDIVISIONS BY METES AND BOUNDS:

A. Purpose: The intent of this section is to allow the division of lots located in agricultural and residential zones into two (2) lots through the recording of approved deeds in restricted situations rather than requiring the recording of a subdivision plat.

B. Metes And Bounds Subdivisions; When Permitted: An owner or developer of property consisting of a single parcel of land or lot located within any zone may subdivide the parcel of land or lot into not more than two (2) lots for residential dwellings or accessory buildings related to the primary use by recording deeds containing metes and bounds descriptions of the lots without the necessity of recording a plat; provided, that:

1. The area to be divided is immediately adjacent to existing streets and utilities and does not involve the extension of any such streets or utilities;
2. The area to be divided is not traversed by the mapped lines of a proposed street as shown in the comprehensive general plan and does not require the dedication of any land for street or other public purposes;
3. The proposed lots conform to the city's zoning regulations and comprehensive general plan for the area;
4. No remnant parcels are created which, due to size, configuration or location, cannot be developed under the provisions of the Farmington City zoning ordinance;
5. No land immediately adjacent to the parcel of land or lot has been divided by the recording of metes and bounds deeds within five (5) years of the date of the application; and
6. The division of the property is approved by the city as set forth in this chapter.

C. Application: An owner or subdivider wishing to divide a single parcel of land or lot within an agricultural or residential zone within the city into not more than two (2) lots shall submit an application to the city planner on a form approved by the city. The application shall detail the proposed boundaries of the property to be divided with a legal description prepared by a licensed surveyor. The application shall also be accompanied by any necessary plans for the installation of required public improvements and accompanying bond agreements. At the time the application is submitted, the applicant shall also pay the required application fee, as set forth in the city's consolidated fee schedule.

D. City Planner Review: The city planner shall review the application with applicable city departments to assure compliance with city ordinances and shall determine if the application should be submitted to the providers of any utility service for comment.

E. Requirements:

1. Improvements: As a condition of approval of a metes and bounds subdivision, the applicant may be required to install or provide the following improvements, unless specifically waived in writing by the city engineer:

- a. Boundary monuments, established in accordance with standards set forth by the Davis County surveyor and Utah Code Annotated title 17, chapter 23;
- b. Curb and gutter;
- c. Sidewalk;
- d. Asphalt or concrete paving of rights of way;
- e. Appropriate storm drainage facilities; and
- f. Public utility easements.

2. Installation: All required public improvements shall be installed in accordance with the provisions of chapter 8 of this title and the city construction standards and specifications.

3. Security: The installation of any required public improvements shall be secured as provided in section [12-6-160](#) Chapter 6 of this title.

F. Statement Of Approval: Upon approval of an application under this chapter and the performance of all required conditions by the applicant, the applicant shall submit to the city such proposed deeds as the applicant intends to record to accomplish the division of the property provided for under this chapter, along with one reproducible copy and two (2) prints of the record of survey map filed in accordance with Utah Code Annotated title 17, chapter 23. The city shall review such deeds to assure that they conform to the representations made in the application. Upon approval, the city planner shall sign a statement to be attached to the deeds reflecting the city's approval of the division of the property into two (2) lots.

G. DADU Parcel – An existing lot which described by Metes and Bounds which is not part of a platted subdivision may be subdivided by metes and bounds for the purpose of creating a DADU parcel as defined in Section 11-2-020. The Planning Commission shall act as the land use authority when considering subdivision of a parcel by metes and bounds for the creation of a DADU Parcel.

12-5-100: WARRANTY PERIOD:

The warranty period shall commence upon the date that all improvements required by the city to be installed within the subdivision have been completed to the satisfaction of the city and a final inspection thereof has been made approving the same. The warranty period shall commence at that date and shall continue for a period of one year thereafter. If any deficiencies are found by the city during the warranty period in materials or workmanship, the subdivider shall promptly resolve such defects or deficiencies and request the city engineer to reinspect the improvements. At the end of the ~~two-one~~ (21) year warranty period, the subdivider shall request the city engineer to make a final warranty period inspection of all improvements. If the city engineer verifies that the improvements are acceptable, the city engineer shall notify the city manager, ~~who shall refer the matter to the city council~~. The city ~~council~~ manager shall then review the matter and upon approval of the same shall release the balance of the security posted by the subdivider under the bond agreement.

12-6-160: SECURITY BOND; SUBDIVIDER:

D. Amount: The bond amount shall be equal to one hundred ~~twenty-ten~~ percent (1~~20~~%) of the city engineer's estimated cost of the public improvements to be installed;

**FARMINGTON CITY
PLANNING COMMISSION**

June 20, 2024

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

6:30 PM WORK SESSION – Community Development Director **David Petersen** discussed the Detached Accessory Dwelling Unit (DADU) ordinance (Agenda Item #1) that has been talked about in a subcommittee consisting of three planning commissioners and two city councilmembers. A single-family dwelling requires two parking spaces, while an ADU requires one, for a total of three. While considering this change, there is some domino effects to consider, where other things need to be changed. Parking in the current ordinance (without changes) could include a pad to the side of the home. It is common to use pads to park RVs, four wheelers, and other toys. Corner lots have two separate frontages. The goal is to not have more parking in a front yard than is necessary. The proposed language is for clarification purposes before more ADUs come into the City. The minimum lot size for a DADU is 10,000 square feet, no matter the underlying zone. A Subordinate Single Family (SSF) dwelling would be on its own lot.

The subcommittee considered three ownership options. First was a land lease where they own the structure to be put on a permanent foundation, but they don’t own the land. The land owner would charge for the land. This is similar to a mobile home park. The second option was like a condominium situation where the owner owns the paint on the walls, but not the walls, and still didn’t own the land. The third included owning the actual land.

The subcommittee had help from individuals in Real Estate as well as mortgage financing. Land lease has a lot of pitfalls because it can’t get financing, as banks consider it a depreciating asset. A lot of investors have sunk money into mobile home parks in the last few years, and are now jacking up the lease rates. Land lease rates in mobile home parks are now about \$900 a month, making it so they are now out of reach for many individuals who need affordable housing.

Commissioner **Kristen Sherlock** said Option 1 is not preferred, and the structure would have to stay on wheels to remain movable. If the structure is registered with the Department of Motor Vehicles (DMV), it can be purchased with a vehicular loan, not a mortgage. Farmington doesn’t want to keep things on wheels and would rather have permanent structures.

Petersen said the subcommittee thought the condo situation is doable, but the process to set one up for one person and a single-family home is complicated and arduous. A Homeowner’s Association (HOA) with dues etc. would have to be made for the one unit. If it was included in City ordinance, it is likely no one would use it. For the third option, Staff came up with a new term: DADU parcel. Farmington likes to see ownership. Sometimes it is up to the Covenants, Conditions, and Restrictions (CC&Rs), and sometimes it is up to the lender. Standards change all the time, even month to month depending on the market and economy.

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

Chair **John David Mortensen** opened the meeting at 7:00 pm.

ZONE TEXT APPLICATIONS APPLICATION – public hearings (2)

Item #1 Farmington City – Applicant is requesting a recommendation for consideration to add additional text and changes to multiple sections of Title 11 allowing separate ownership of accessory dwelling units (ZT-8-24).

Community Development Director **David Petersen** presented this item. On January 4, 2024, the Planning Commission discussed the possibility of code text changes to allow ownership of an Accessory Dwelling Units (ADUs) separate from the ownership of the related single-family dwelling. ADUs have been possible in Farmington since 2002. On May, 9, 2024, the Commission established a subcommittee to review and draft such amendments, and this working group included City Staff and two members of the City Council. Commissioners **John David Mortensen, Kristen Sherlock,**

and **Frank Adams** were on the subcommittee. The subcommittee also met on May 20 and June 10, 2024. The recommended amendments incorporate the proposed changes by the subcommittee.

Currently, an owner must live on-site and the lot size must be larger than 6,000 square feet to allow an Internal ADU (IADU). Tandem parking was considered, and proposed language more clearly defines tandem parking. The goal is that the average passerby won't know which properties have an ADU. Currently, an owner must live on-site and the lot size must be larger than 10,000 square feet for a Detached ADU (DADU) parcel. Current language says property can either have an IADU or a DADU, not both. It is implied that an applicant can increase the footprint of the single-family home, which becomes an IADU. In this case, the owner must live on site and the lot size must be greater than 6,000 square feet. Farmington has always allowed this.

Staff created a new term: a Subordinate Single-Family (SSF) dwelling, which is defined as a DADU held in separate ownership from the single-family dwelling, which ownership includes separate land for the DADU.

A DADU parcel is defined as a defined area of ground which contains only two lots, each with a dwelling, and which, if combined together as one lot, including the structures thereon, meets the building lot, building placement, building height, parking standards, or other requirements of the underlying zone. The building code and City subdivision process must be followed. Separate utilities and metering are required in order for the SSF to be a for-sale unit; otherwise it is a DADU. It is a DADU until it is on its own property and sold off, which is when it becomes an SSF.

Currently, an IADU is defined as an attached dwelling unit within, or adding to, the footprint of a single-family dwelling and is architecturally compatible with the single-family dwelling and neighborhood and which has an exclusive entrance separate and apart from the related single-family dwelling.

Proposed is that an SSF can only have an absentee owner after three to five years of ownership, and that a single-family home can have an absentee owner (as soon as the lot is divided), if the lot is larger than 10,000 square feet and there is proper access, utility, and parking. The subcommittee debated how long the SSF parcel should be owner occupied before it could become a rental.

Farmington will not be addressing tiny houses, which are 400 square feet or less. **Petersen** said DADUs are all 600 square feet or more. Once the SSF is on its own lot, they will be required to pay impact fees prior to issuance of a building permit if it did not exist previously.

Proposed is also a scenario that includes a single-family home with an IADU, as well as an SSF parcel on lots that are larger than 10,000 square feet. This would be three units. In this case, the single-family home with an IADU must be on a lot that is at least 6,000 square feet, and the homeowner must live on-site. Access, utilities, and parking must be considered. The SSF could only have one dwelling unit (no IADU). **Petersen** said this could be a good option to increase housing stock in Farmington. The subcommittee seemed to be fine with this option. The minimum lot size for the SSF will be imposed by the building code. In this scenario, the single-family home with an IADU cannot also have a DADU.

Petersen asked the Commission to consider another possibility. If the total beginning lot size is 12,000 square feet, and each lot is more than 6,000 square feet—both the single-family home and the SSF can have IADUs, as long as the owners of both live on site.

Mortensen said according to the state, an IADU is prohibited from having separate utilities, but must have its own address with the Post Office, and no more than two bedrooms. IADUs are housed within single-family homes. It is not a legal duplex. For lending purposes, the IADU is included with the single-family home; it is not multifamily.

Yet another proposal includes a single-family home sharing a common vertical firewall with an SSF, much like how townhomes are built. The common wall would become the property line. The single-family home would need to have a lot of at least 6,000 square feet, and absentee owners would be allowed in the single-family home, with the SSF being allowed to have an absentee owner after three to five years. The SSF would require separate utilities. **Adams** doesn't like this option, as he can see it a recipe for litigation. The subcommittee didn't consider this option.

As a Realtor, **Sherlock** has seen a lot of messy things with probate sales. She is worried this scenario could be a nightmare. What would start out as two family members living near each other morphs if one unit is sold off as an SSF to a non-family member. However, she does see a need for IADUs to not be in a basement because they are usually inhabited by the elderly who have hip and knee problems. Twin homes don't create issues for lending purposes.

The review by the subcommittee also triggered minor “tweaks” to other parts of the Zoning Ordinance. These amendments are also included in the Staff report for Planning Commission consideration. A slideshow has been prepared and will be attached to the minutes.

Chair John David Mortensen opened and closed the public hearing at 7:55 PM due to no comments received. *One email was received and will be attached to the back of the meeting minutes.*

John David Mortensen opened a discussion between Planning Commissioners, who need to decide on length of DADU ownership (three to five years); allowing an SSF to have an IADU; and allowing a for-sale IADU. These are the deliverables.

Brian Shepard said there are too many options and moving parts right now. There is a lot to digest, with options A through I. **George Kalakis** said he has no comments right now besides the resident would essentially be creating a new lot on which to build another house, no matter what option or configuration is used.

Kristen Sherlock said she has only seen IADUs, whether if they are in the basement or attached, with shared utilities. SSFs should have separate utilities and a firewall if they are attached. **Petersen** said the chances of having four separate units (a single-family home with an IADU, plus an SSF with its own IADU) are slim because the side yard has to be big enough for water and sewer laterals (a total of two sets of laterals). Those lines are not cheap and would take significant investment. He does not anticipate a lot of SSF applications in the future. **Sherlock** feels three to five years for owner occupation is too long. She is fine with allowing an SSF to have an IADU and an IADU to be for-sale. She personally wouldn't want to do it, but doesn't want to hold anyone back.

Tyler Turner asked about the fixing of items and inquired if that is justification to table this item at this point. **Petersen** said there are not too many changes, and he still needs to verify impact fees. He is concerned about insurance and litigation issues. Would the owner need both Homeowner's Association (HOA) and renter's/homeowner's insurance? He wants to know the County's stipulations on changing parcels. He only predicts applicants will use these things for family situations or for extra monthly income from renting. He doesn't see this as new building situations.

Spencer Klein asked how property taxes would be determined. **Petersen** said if it is a separate lot, the owner will pay their own property taxes. A DADU cannot be bigger (when measured by square footage, not footprint) than the single-family home associated with it. He wants to know of any grammar and spelling mistakes Commissioners find.

Frank Adams said he worries about Murphy's Law and the Law of Unintended Consequences. He anticipates a lot of weird things happening. He wants to start out small and thinks the market will not let a lot of the options happen. People likely won't do things to diminish the value of their property. Realistically, many of the proposed options are not possibilities. He likes the SSF definition. He is not in favor of offering an IADU for sale, and he doesn't like the common wall option. He would like a small subdivision where another unit could be offered for sale, and it may have an IADU in it. He wants to go a little at a time and see how people end up using it. Special exceptions should be allowed. **Petersen** said these are all corner lots or internal lots that are not wide.

John David Mortensen said simplicity is needed. This is a density concern for existing neighbors. The current ordinance calls for minimal impacts as well as prohibiting the proliferation of rentals, absentee ownership, and declining quality. ADUs were trying to bring about affordable rent while protecting the rights and impacts of surrounding neighbors. The way to fix it was to require the owner to live in one of the two units. The three- and four-unit options are in conflict with minimizing the impact and congestion on surrounding residential neighbors. Option C is questionable. Before, the goal was affordable rent. Now it is affordable purchase. He likes option C because it gives young adults options to build equity. This option only has two families and doesn't have a lot of impact on surrounding neighborhoods. Farmington is breaking ground and trailblazing with this ownership idea, and they shouldn't move forward too quickly. Option C breaks ground and allows the building of equity, but doesn't infringe on the rights of neighbors. He doesn't love that eventually there can be two absentee landowners in this scenario. However, he is willing to live with that risk. He would advocate for five years of initial ownership, with the option to revisit that in case things go gang busters in the future. Five years allows the City to ease into it to see if it works.

Assistant Community Development Director/City Planner **Lyle Gibson** clarified that actual familial ties matter and can currently be accommodated. The proposed changes are to allow non-related owners options. The Subdivision Ordinance has a lot of access, setback, and other elements to consider, so it doesn't apply to the ADU situation. He noted that if there was an existing DADU that was being converted into an SSF, impact fees may not be owed.

Petersen said in some ways, cities are becoming less dense. The average number of children in each 1,100 square foot home when he was growing up was four to six. Since, household sizes have been plummeting drastically. **Petersen** is

defining density as number of people per household while **Mortensen** is defining density as number of households in a given area.

Mortensen said it might be beneficial to down-select the pictured options that are palatable to the Commission, and then have Staff prepare the language associated with those options. That would lead to tabling the agenda item. Commissioners liked options A, B, C, and D. However, **Adams** said he would make some modifications to Option D to make it not less than a 6,000 square foot lot. He would like a more equal lot split. **Petersen** said Option F is what is already being done and what has been done for years. **Mortensen** said Option D goes against density, as it now allows three families. He does, however, like that Option D requires a landowner to be onsite. He would like modifications to lot sizes for Option D as well. He doesn't like that with Option C, within a certain amount of time, both units would not be owner occupied.

Commissioners liked ownership being changed to one to two years instead of three to five years. **Sherlock** doesn't like the idea of limiting someone to having to live in their new SSF for three to five years. She has clients with four-bedroom townhomes and two children who are ready to move into a single-family home within two years. She would change the three to five years to one to two years instead. **Klein** brought up life changes such as military, schooling, job out-of-state, etc. **Mortensen** would rather have three years. **Adams** said it may be a good option to have landowners approach the Commission if they need to shorten the time for a legitimate reason, using an exception process. Ownership should be encouraged.

Shepard asked if fire engines could access the newly created lots as proposed. **Petersen** said the Fire Department would look at those sorts of things prior to a building permit being issued. **Mortensen** wants non-owner occupied to be a defined term in addition to absentee ownership.

MOTION

Frank Adams made a motion that the Planning Commission **table** this matter while the subcommittee and Planning Department has a chance to go back and draft language that would conform to Options A, B, C, or D, and bring those options back to the Commission for a vote.

Tyler Turner seconded the motion, which was unanimously approved.

Chair John David Mortensen	X Aye ____ Nay
Vice Chair Frank Adams	X Aye ____ Nay
Commissioner George Kalakis	X Aye ____ Nay
Commissioner Tyler Turner	X Aye ____ Nay
Alt. Commissioner Brian Shepard	X Aye ____ Nay
Alt. Commissioner Spencer Klein	X Aye ____ Nay
Commissioner Kristen Sherlock	X Aye ____ Nay

Item #2 Farmington City – Applicant is requesting a recommendation for consideration to add additional text and changes to Title 12, Subdivision Regulations, designating the Planning Commission as the land use authority over Subdivision Plat Amendments (ZT-9-24).

Gibson presented this item. In consideration of a new ordinance which would allow for potential ownership of DADUs also being considered at this meeting, Staff is proposing that the Planning Commission be enabled to approve plat amendments that divide the accessory dwelling from the main home. The ordinance also clarified which amendments would be done by Staff and which remain under the purview of the City Council. This is not for typical lot splits, as it is just amending a plat for an SFF. Staff is already authorized to handle lot adjustments, and the City Council reviews any changes with common areas, easements, or street changes.

Chair John David Mortensen opened and closed the public hearing at 8:57 PM due to no comments received.

Mortensen said this would streamline things that come before the Commission, which is a good thing.

MOTION

Kristen Sherlock made a motion that the Planning Commission **recommend** that the City Council approve the proposed changes to Title 12, Subdivision Regulations.

Findings 1 a-c:

1. The following findings are restated within the enabling ordinance:

- a. The proposed changes clarify which responsibilities remain with City Staff within the Chapter that originally stated within its purpose that the processes within were administrative processes which would be approved by the Zoning Administrator.
- b. Enabling the Planning Commission to review subdivision plat amendments will allow for additional oversight in a public format for the separation of ownership of detached accessory dwellings or other simple conventional lots splits which comply with ordinance requirements.
- c. The City Council will remain the authority over amendment proposals where changes to easements or rights of way which are generally owned by the City are considered.

Supplemental Information 1:

1. Proposed enabling ordinance amending Title 12.

George Kalakis seconded the motion, which was unanimously approved.

Chair John David Mortensen	X Aye ____ Nay
Vice Chair Frank Adams	X Aye ____ Nay
Commissioner George Kalakis	X Aye ____ Nay
Commissioner Tyler Turner	X Aye ____ Nay
Alt. Commissioner Brian Shepard	X Aye ____ Nay
Alt. Commissioner Spencer Klein	X Aye ____ Nay
Commissioner Kristen Sherlock	X Aye ____ Nay

OTHER BUSINESS

Item #4 – Miscellaneous, correspondence, etc.

- a) **Minutes from Planning Commission, May 23, 2024: Frank Adams** made a motion to approve the minutes from the date above; **Spencer Klein** seconded the motion, which was unanimously approved.

Chair John David Mortensen	X Aye ____ Nay
Vice Chair Frank Adams	X Aye ____ Nay
Commissioner George Kalakis	X Aye ____ Nay
Commissioner Tyler Turner	X Aye ____ Nay
Alt. Commissioner Brian Shepard	X Aye ____ Nay
Alt. Commissioner Spencer Klein	X Aye ____ Nay
Commissioner Kristen Sherlock	X Aye ____ Nay

- b) **Minutes from Planning Commission, June 6, 2024: Frank Adams** made a motion to approve the minutes from the date above; **Spencer Klein** seconded the motion, which was unanimously approved.

Chair John David Mortensen	X Aye ____ Nay
Vice Chair Frank Adams	X Aye ____ Nay
Commissioner George Kalakis	X Aye ____ Nay
Commissioner Tyler Turner	X Aye ____ Nay
Alt. Commissioner Brian Shepard	X Aye ____ Nay
Alt. Commissioner Spencer Klein	X Aye ____ Nay
Commissioner Kristen Sherlock	X Aye ____ Nay

- c) **City Council Report from June 18, 2024 – Gibson** provided the report, saying the Council worked on the budget that begins July 1, 2024.

- d) **Planning Commission Meeting Date Change** – The Commission will change the next meeting date from July 18 to July 11, 2024, since the Commission only meets once within the month of July. It will be noticed appropriately online.

- e) **Other – Gibson** said neither of the items (fast food drive-through and car dealership) heard at the last Planning Commission meeting have yet moved forward to the City Council. The applicant with the car business is deciding if they want to move forward to the Council after the Commission recommended denial. The drive-through facility is looking at other options available under their Development Agreement after the Commission recommended denial.

ADJOURNMENT

Frank Adams motioned to adjourn at 9:02 pm.

Chair John David Mortensen	X Aye ____ Nay
Vice Chair Frank Adams	X Aye ____ Nay
Commissioner George Kalakis	X Aye ____ Nay

Commissioner Tyler Turner
Alt. Commissioner Brian Shepard
Alt. Commissioner Spencer Klein
Commissioner Kristen Sherlock

X Aye ____ Nay
X Aye ____ Nay
X Aye ____ Nay
X Aye ____ Nay

John David Mortensen, Chair

DRAFT



DADU

Charity Rowberry <chrowberry@gmail.com>
To: crowe@farmington.utah.gov

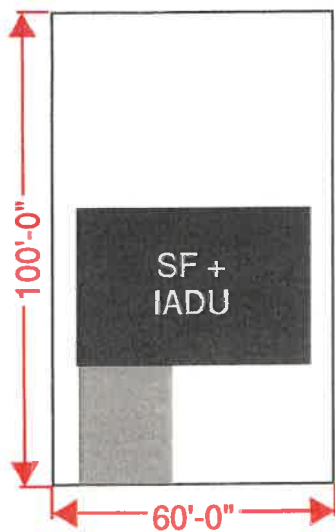
Thu, Jun 20, 2024 at 2:31 PM

I am writing in regards to the possible change in Farmington code for Detached Accessory Units. While I am not necessarily opposed to different ownership of the DADU versus the primary residence, some of the requirements are concerning. As someone whose home has had a DADU since it was built in the 1950's, having an established DADU separate the sewer into a completely separate sewer lateral can be very difficult for older units, and impossible for some units. Certainly separating gas and electric, water and secondary would be needed, but many sewers are deep, or require digging into parking lots and adjoining properties for access. I feel a change in the language for sewer lines is needed for older properties.

Under current section 9 & 10 (changed to section 10 & 11 in the paperwork) Occupancy/ Absentee Owner: I am opposed to these two sections completely and feel that if the commission is making changes to the wording for ADU's that these two sections be completely removed. The city allowing someone to rent an ADU in their home only if they live in either the primary residence or the ADU is city over-reach. Home owners spend a lot of money turning their basements into ADU's or building a brand new ADU unit on their property. Having a set timeframe that they are allowed to move away from their home and still rent the ADU will force the homeowner to sell their hard earned asset or not be fully honest with the city. Many people move to another home within the city or county and hold onto their homes for income or because it is a family homestead. These owners should be allowed to continue renting the ADU until and also rent the primary residence. The city should stay out of the way of home owners unless there are complaints or serious landlord issues. The better way to handle horrible landlords and property owners is to govern the landlords, not to punish all homeowners who are trying to utilize their homes to provide a rental units or wish to hold onto their family home for financial support or for family reasons.

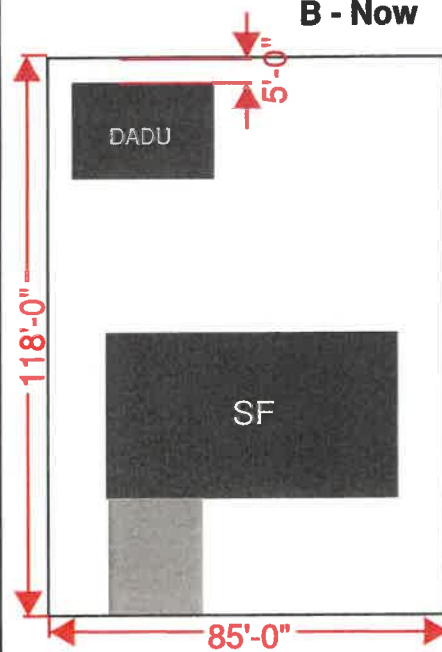
Thank you
Charity Rowberry
[170 South 300 east Farmington](#)

A - Now



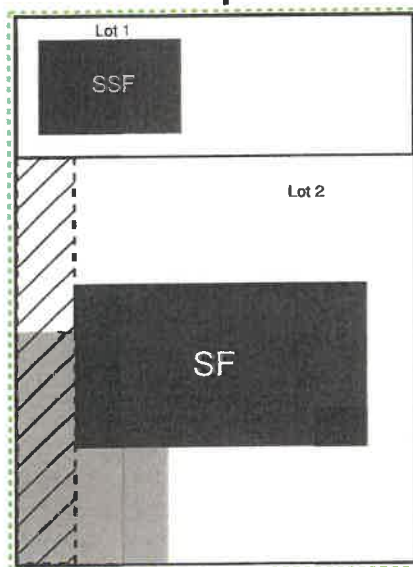
- Owner must live on-site.
- Lot size $\geq 6,000$ sq. ft.

B - Now



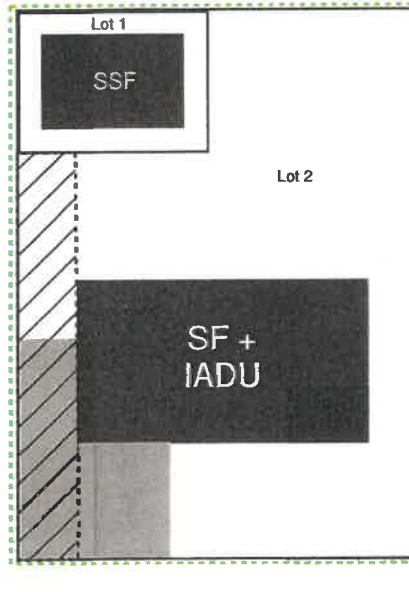
- Owner must live on-site.
- Lot size $\geq 10,000$ sq. ft.

C - Proposed



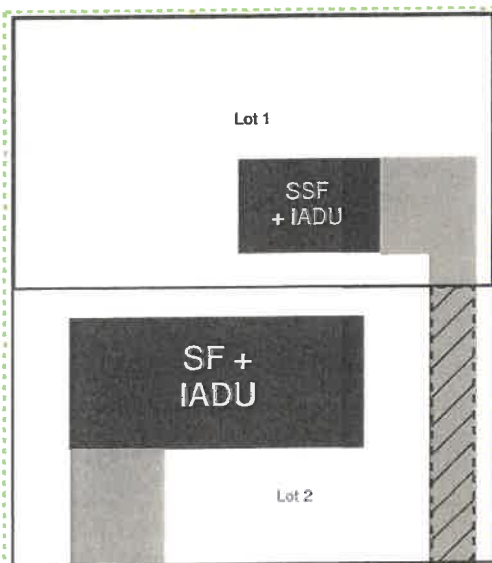
- Lot 1: Absentee owner after 3/5 years
- Lot 2: Absentee owner allowed
- DADU parcel $\geq 10,000$ sq. ft.
- Access, Utility, and Parking Easement

D - Proposed



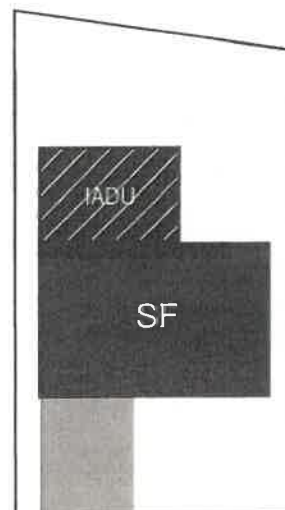
- Lot 1: Absentee owner after 3/5 years
- Lot 2: Owner must live on-site.
- DADU parcel $\geq 10,000$ sq. ft.
- Lot 2 must be $\geq 6,000$ sq. ft.
- Access, Utility, and Parking Easement

E - Possible ??



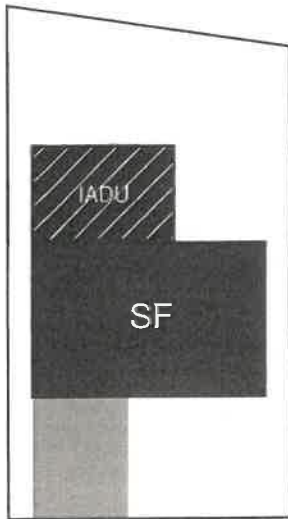
- Owner must live on-site in both Lot 1 and Lot 2
- DADU Parcel $\geq 12,000$ sq. ft.
- Lot 1 $\geq 6,000$ sq. ft.
- Lot 2 $\geq 6,000$ sq. ft.
- Access and Utility Easement

F - Implied



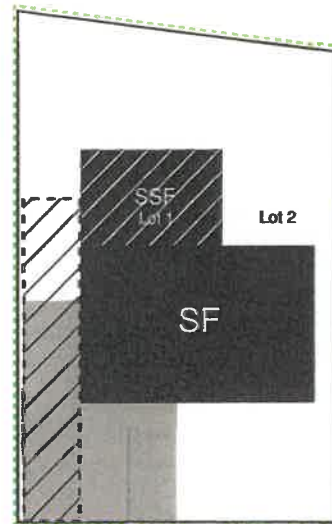
- Addition Permitted
- Owner must live on-site.
- Lot size $\geq 6,000$ sq. ft.

F



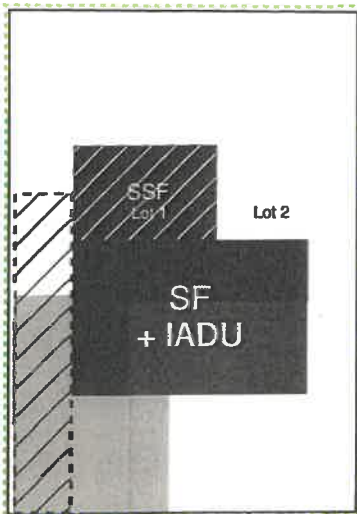
- Addition Permitted
- Owner must live on-site.
- Lot size $\geq 6,000$ sq. ft.

G



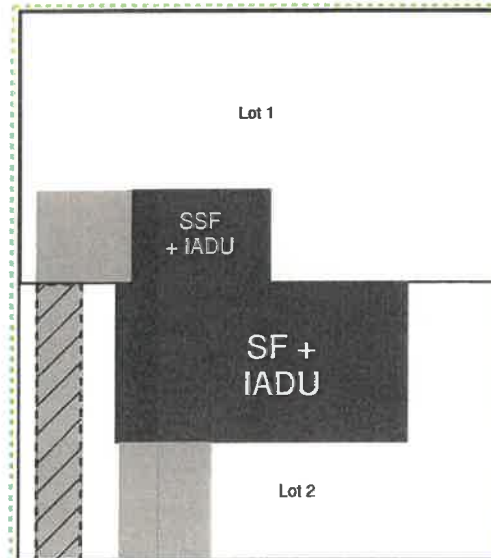
- Lot 1: Absentee Owner after 3/5 years.
- Lot 2: Absentee owner allowed
- ADU Parcel $\geq 6,000$ sq. ft.
- Access, utility, and parking easement

H



- Lot 1: Absentee Owner after 3/5 years.
- Lot 2: Owner must live on site
- ADU Parcel $> 6,000$ sq. ft.
- Lot 2 must be $\geq 6,000$ sq. ft.
- Access, utility, and parking easement

I



- Owner must live on-site in both Lot 1 and Lot 2
- ADU Parcel $\geq 12,000$ sq. ft.
- Lot 1 $\geq 6,000$ sq. ft.
- Lot 2 $\geq 6,000$ sq. ft.
- Access and Utility Easement

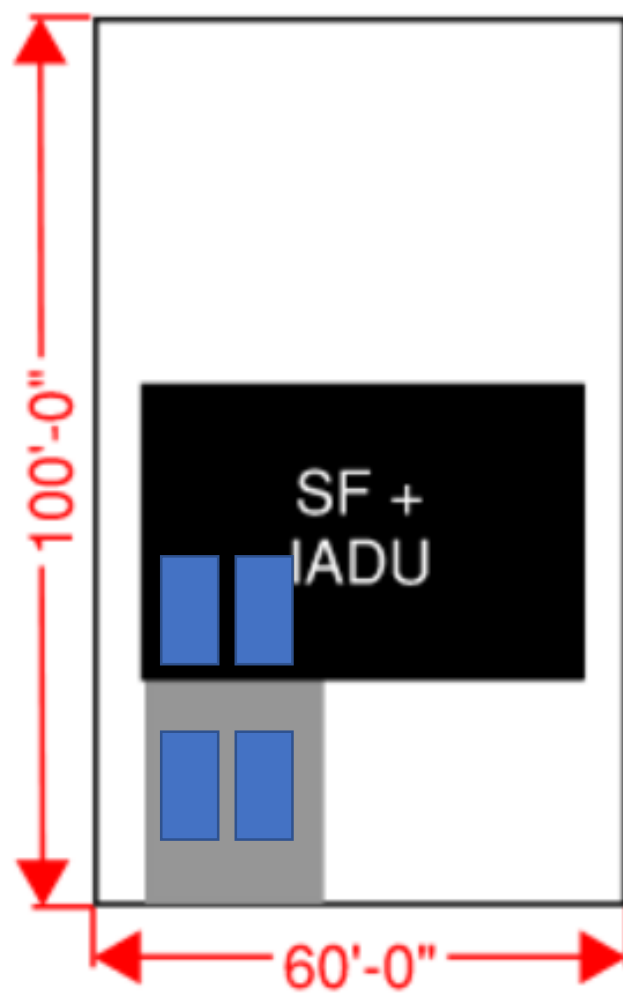


Detached ADU Ownership

Presentation to Planning Commission

6/20/2024

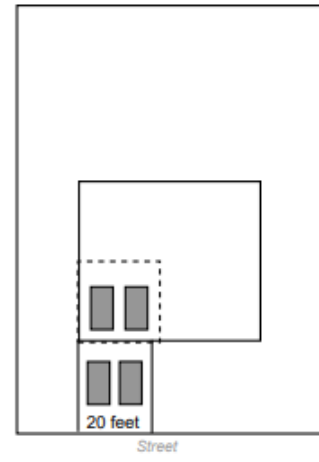
A - Now



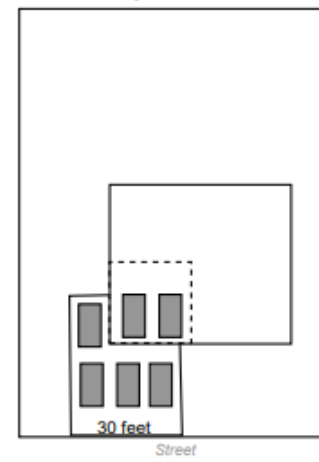
-Owner must live on-site.

- Lot size \geq 6,000 sq. ft.

4 cars

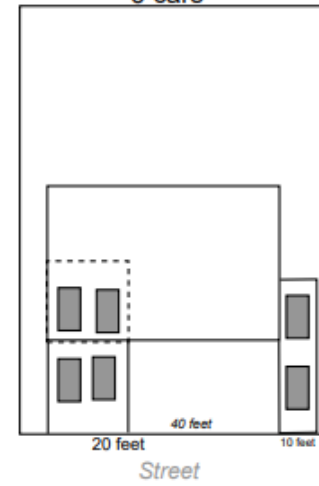


6 cars

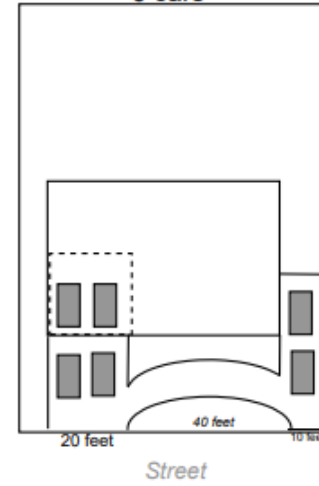


Lot size:
10,000 sf
22'x22'
garage

6 cars



6 cars



Lot size:
10,000 sf
22'x22'
garage

8 cars



Lot size:
10,000 sf
22'x22' garage
Lot is 50 feet
wider than
zone's required
lot width

Corner Lots

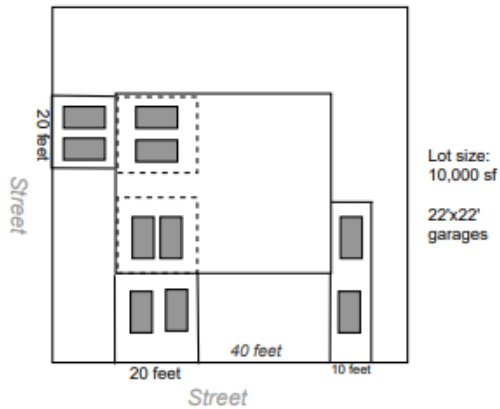
8 cars



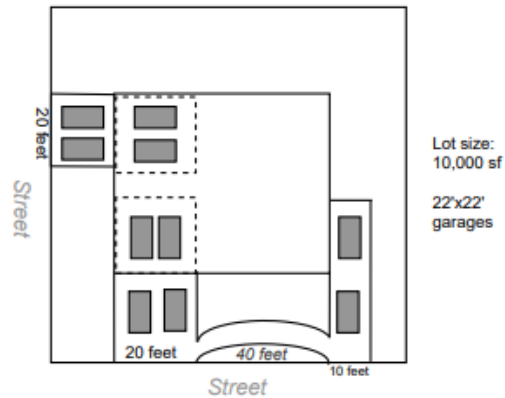
10 cars



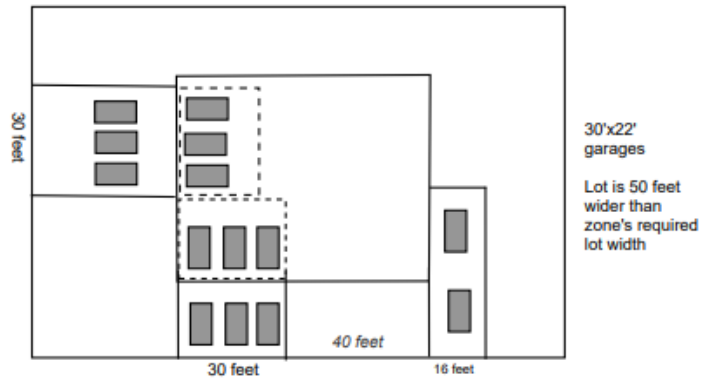
10 cars



10 cars



14 cars



11-32-030: GENERAL PROVISIONS:

D. Tandem Parking: Tandem parking shall not be allowed, except for single-family and two-family dwellings.

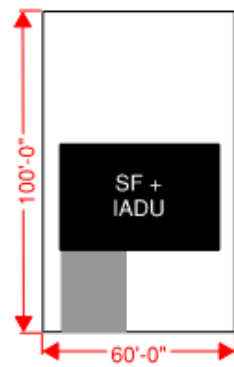
E. Parking In Front Yard or Side Corner Yard: No portion of a front yard or side corner yard shall be used for parking, except for the paved or gravel driveway area. No portion of a front yard or side corner yard, other than driveways leading to a garage or properly designated parking space, shall be paved or graveled to encourage or make possible the parking of vehicles thereon.

11-32-060: ACCESS TO OFF STREET PARKING AND LOADING SPACES:

A. Ingress And Egress: Adequate ingress and egress to all uses shall be provided as follows:

Residential driveways shall be not more than twenty feet (20') in width when serving as access to two (2) properly designated spaces, or thirty feet (30') in width when serving as access to three (3) properly designated parking spaces as measured at the front or side corner property line. "Properly designated parking spaces" shall include spaces in a garage, carport or on a parking pad located to the side of a dwelling and not located within the front yard or required side corner yard. **Tandem parking on a residential driveway leading to a properly designated parking space contributes to the number of parking spaces required for a single- or two-family dwelling.**

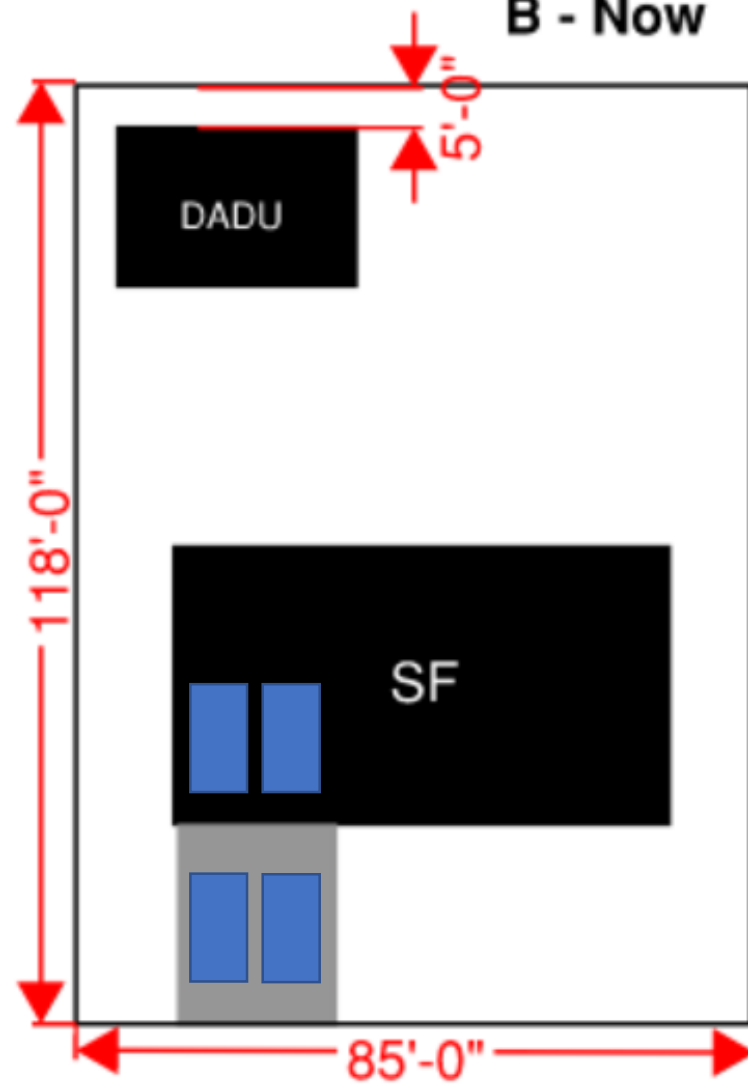
A - Now



-Owner must live on-site.

- Lot size \geq 6,000 sq. ft.

B - Now



-Owner must live on-site.

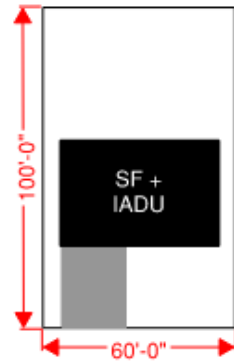
- Lot size \geq 10,000 sq. ft.

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

DETACHED ACCESSORY DWELLING UNIT (DADU): A detached dwelling unit ~~consisting of all or any part of within an accessory~~ **a detached accessory** building ~~to a single-family dwelling not physically connected in any way to the single-family dwelling~~ which is architecturally ~~compatible to the~~ **compatible** ~~and integral part of a neighborhood and~~ single-family dwelling **and** located on the same lot, **or DADU parcel.**

INTERNAL ACCESSORY DWELLING UNIT (IADU): An attached dwelling unit within, **or adding to,** the footprint of a single-family dwelling and is **architecturally compatible with the single-family dwelling and neighborhood** ~~an architectural and integral part thereof~~ **and which has an exclusive entrance separate and apart from the related single-family dwelling.**

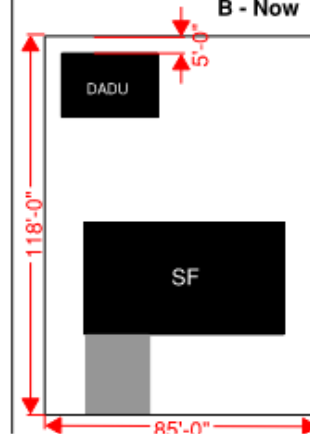
A - Now



-Owner must live on-site.

- Lot size \geq 6,000 sq. ft.

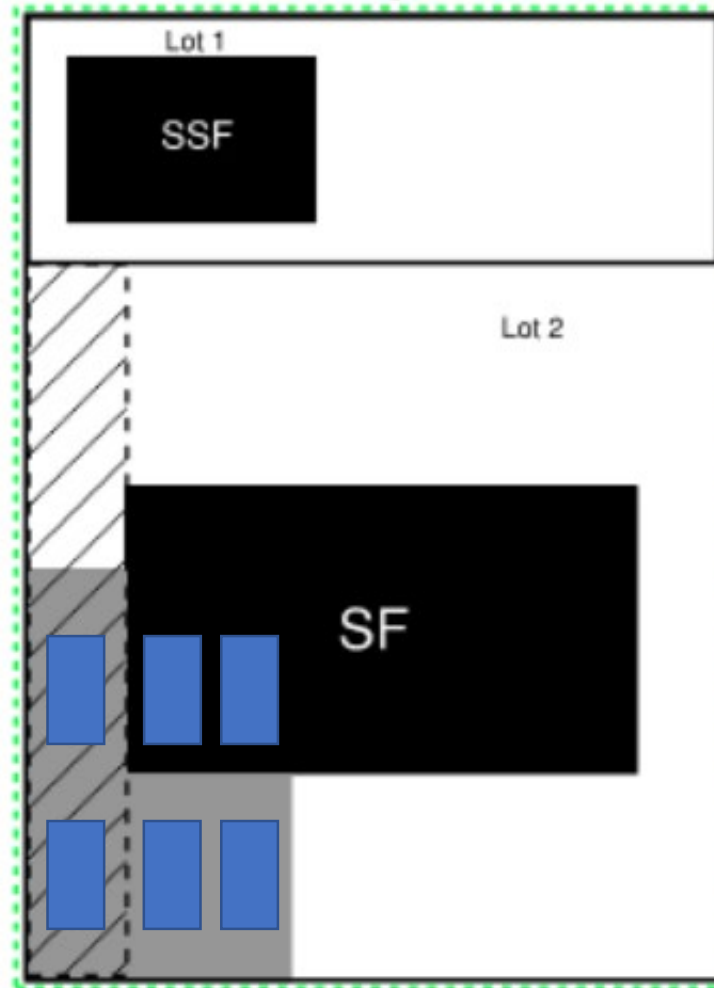
B - Now



-Owner must live on-site.

- Lot size \geq 10,000 sq. ft.

C - Proposed

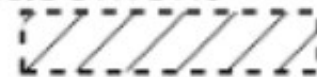


- Lot 1: Absentee owner after 3/5 years

- Lot 2: Absentee owner allowed

- DADU parcel
≥ 10,000 sq. ft.

- Access, Utility, and Parking Easement



11-28-200 E:

1. SSF: A Subordinate Single-Family dwelling (SSF) is a DADU held in separate ownership from the single-family dwelling, which ownership includes separate land for the DADU.

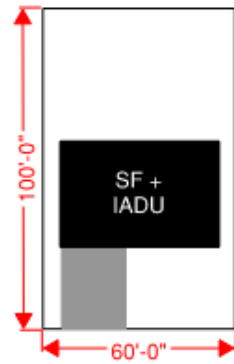
11-2-020: DEFINITIONS OF WORDS AND TERMS:

DADU Parcel: A defined area of ground which contains only two lots, each with a dwelling, and which, if combined together as one lot, including the structures thereon, meets the building lot, building placement, building height, parking standards, or other requirements of the underlying zone.

- E. DADU Ownership: The DADU owner may be different or the same as the owner of the single-family dwelling, including but not limited to a lot split. The DADU owner may own or acquire an interest in the DADU where such interest is memorialized in writing, that it is a legally enforceable and binding instrument fully describing the legal obligations between the owner of the single-family dwelling and the owner/proposed owner or interest holder as well as their respective successors in interest in the DADU in such a form and manner as will run with the land. Such instrument shall be in recordable form and shall be recorded with the office of the county recorder as a condition of issuance of any building permit or occupancy by the city. Ownership may include transfers to successors in interest to the original owner where the original owner retains ultimate control of the DADU such as to a wholly owned corporation living trust where the owner is both grantor and trustee and the like. All such instruments must be approved by the city attorney as to form and content prior to recordation. Standards for any such DADU created under this Section are as follows:
1. SSF: A Subordinate Single-Family dwelling (SSF) is a DADU held in separate ownership from the single-family dwelling, which ownership includes separate land for the DADU.
 2. DADU Parcel: An SSF and a single-family dwelling shall comply with the definition of a DADU parcel.
 3. Land Use Approvals/Permits: Any subdivision and building permit necessary to enable an SSF must follow the building code, the city's subdivision process, and other rules and regulations of the Farmington City Code.
 4. Separate Utilities Required: As part of the subdivision and building permit process, the owner of an DADU shall provide separate culinary water and sewer laterals, and other utilities (and if necessary a separate connection for secondary water), as well as customary metering, prior to occupancy of the SSF, and shall provide easements acceptable to the City for the same prior to or concurrent with the recordation of the subdivision. In the event separate utilities for the DADU are not installed, or approved by any or all respective service providers, the owner of the single-family dwelling shall not offer the DADU for sale as an SSF and the city shall not approve the subdivision of the property.

5. **Parking and Access Easements:** If an SSF lot frontage on public or private right-of-way is not wide enough to accommodate parking or pedestrian access, or if an SSF lot has no frontage, the owner of the single-family dwelling lot shall provide parking and pedestrian access easements acceptable to the city to the owner of the SSF prior to or concurrent with the recordation of the subdivision.
6. **Impact Fees:** The city shall require payment of impact fees prior to the issuance of the building permit if the SSF did not previously exist on the single-family dwelling lot as a DADU.
7. **Certificate of Occupancy:** A property owner, or the City, shall not record a subdivision to enable a SSF until the City has issued a certificate of occupancy for the SSF.
8. **SSF Occupancy:** An SSF must be owner occupied for **5- three (3)** years upon initial separation of ownership from the single-family dwelling, and all instruments recorded against the property to implement the separation shall require the same standard. Initial separation shall mean for purposes of this part the date upon which the initial owner of the single-family dwelling divests or sells a fee simple interest in the DADU creating the SSF.

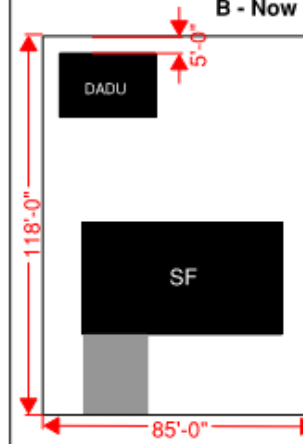
A - Now



-Owner must live on-site.

- Lot size \geq 6,000 sq. ft.

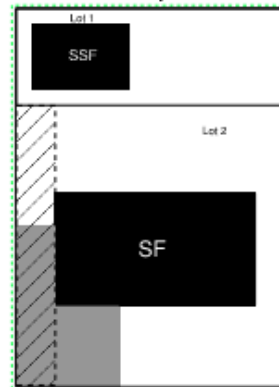
B - Now



-Owner must live on-site.

- Lot size \geq 10,000 sq. ft.

C - Proposed



- Lot 1: Absentee owner after 3/5 years

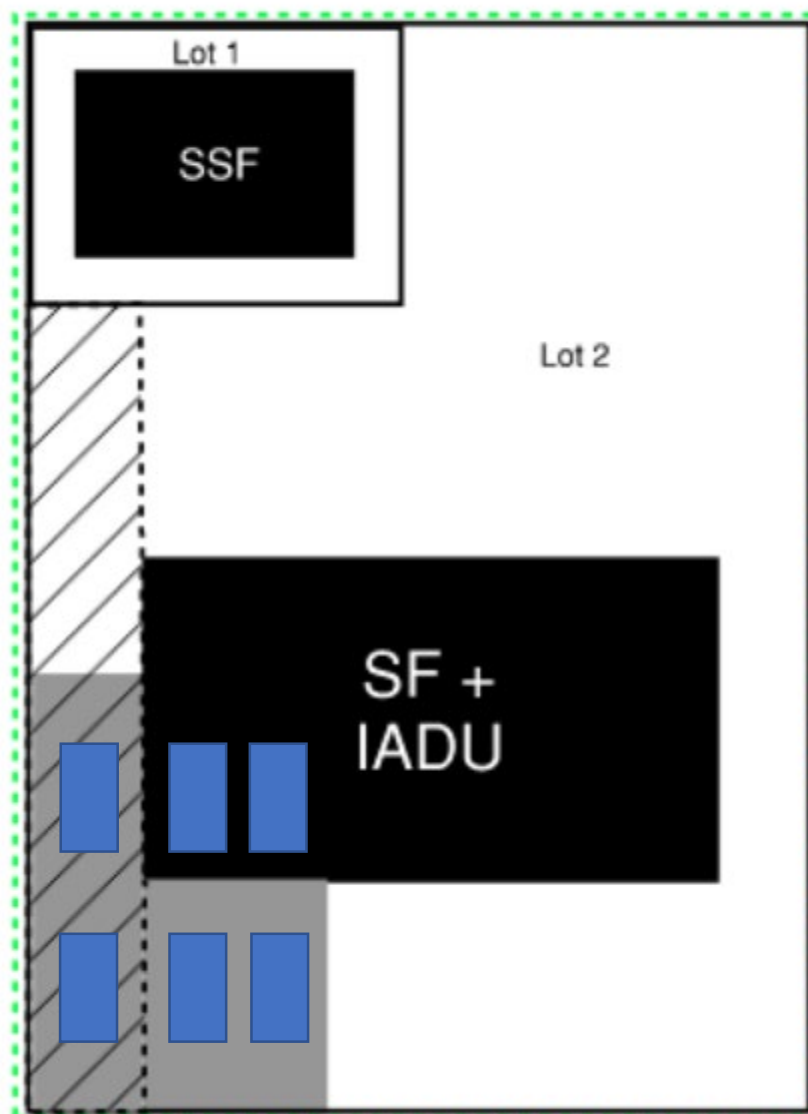
- Lot 2: Absentee owner allowed

- DADU parcel \geq 10,000 sq. ft.

- Access, Utility, and Parking Easement



D - Proposed



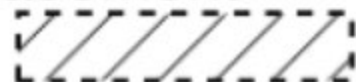
- Lot 1: Absentee owner after 3/5 years

- Lot 2: Owner must live on-site.

- DADU parcel
 $\geq 10,000$ sq. ft.

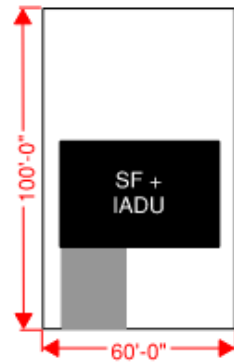
- Lot 2 must be $\geq 6,000$ sq. ft.

- Access, Utility, and Parking Easement



9. Number of Permissible Dwelling Units: An SSF shall contain no more than one dwelling unit, and shall not have a DADU. The related single-family dwelling to an SSF may have an IADU, but not a DADU.

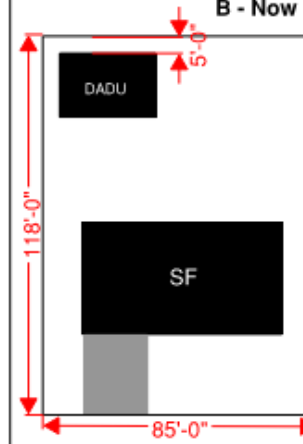
A - Now



-Owner must live on-site.

- Lot size \geq 6,000 sq. ft.

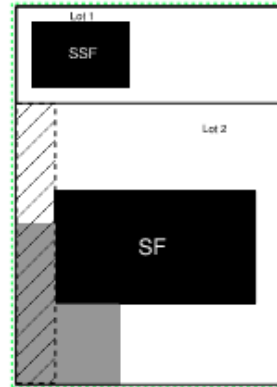
B - Now



-Owner must live on-site.

- Lot size \geq 10,000 sq. ft.

C - Proposed



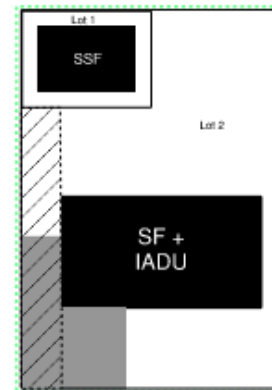
- Lot 1: Absentee owner after 3/5 years

- Lot 2: Absentee owner allowed

- DADU parcel \geq 10,000 sq. ft.

- Access, Utility, and Parking Easement

D - Proposed



- Lot 1: Absentee owner after 3/5 years

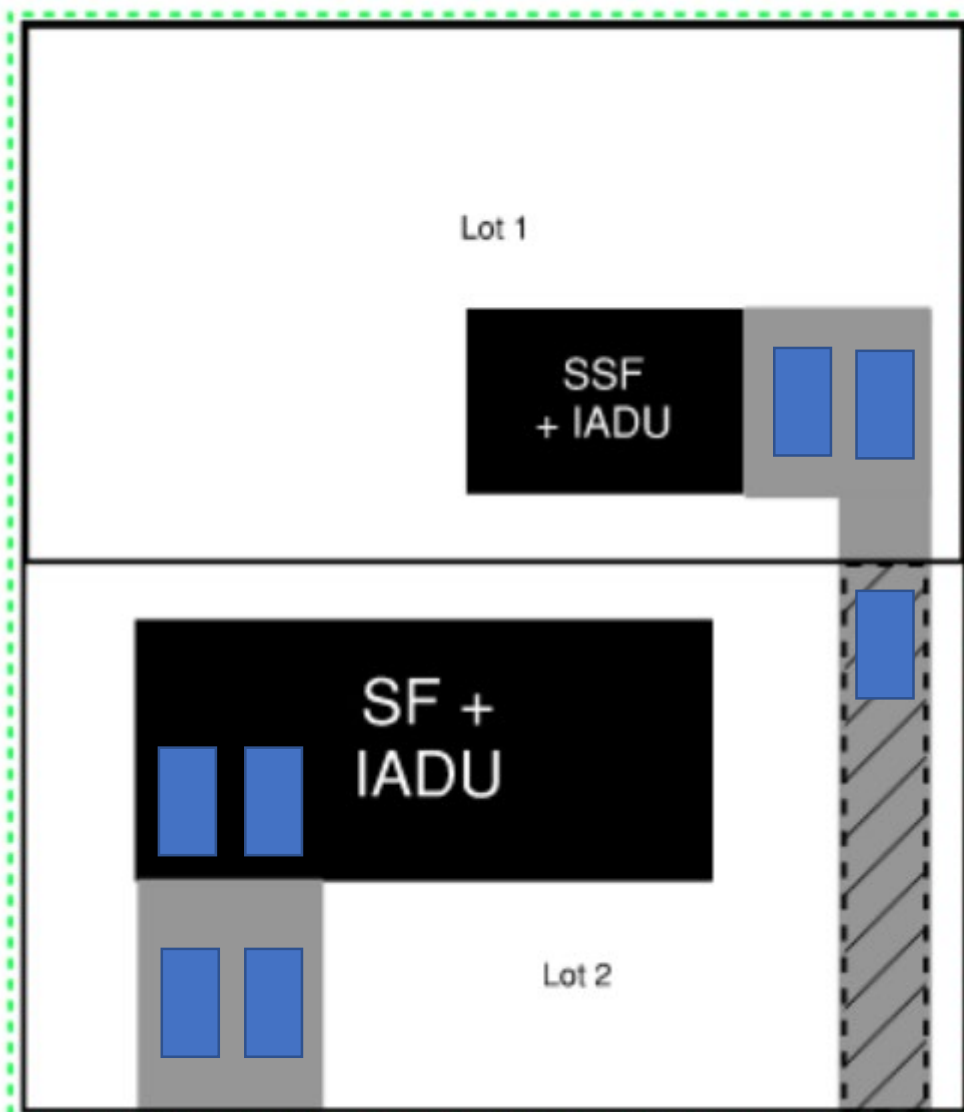
- Lot 2: Owner must live on-site.

- DADU parcel \geq 10,000 sq. ft.

- Lot 2 must be \geq 6,000 sq. ft.

- Access, Utility, and Parking Easement

E - Possible ??



- Owner must live on-site in both Lot 1 and Lot 2

- DADU Parcel
≥ 12,000 sq. ft.

- Lot 1 ≥ 6,000 sq. ft.

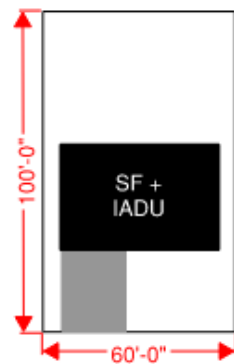
- Lot 2 ≥ 6,000 sq. ft.

- Access and Utility Easement



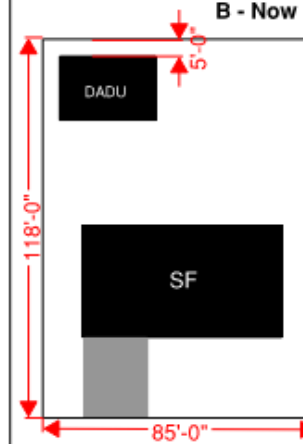
9. Number of Permissible Dwelling Units: An SSF shall contain no more than one dwelling unit, and shall not have a DADU. The related single-family dwelling to an SSF may have an IADU, but not a DADU.

A - Now



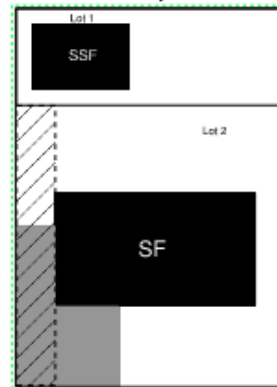
- Owner must live on-site.
- Lot size $\geq 6,000$ sq. ft.

B - Now



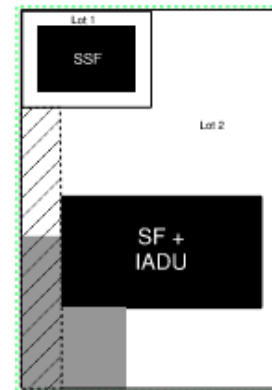
- Owner must live on-site.
- Lot size $\geq 10,000$ sq. ft.

C - Proposed



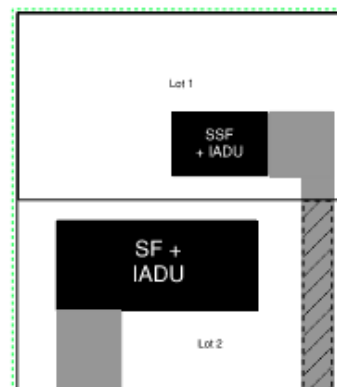
- Lot 1: Absentee owner after 3/5 years
- Lot 2: Absentee owner allowed
- DADU parcel $\geq 10,000$ sq. ft.
- Access, Utility, and Parking Easement

D - Proposed



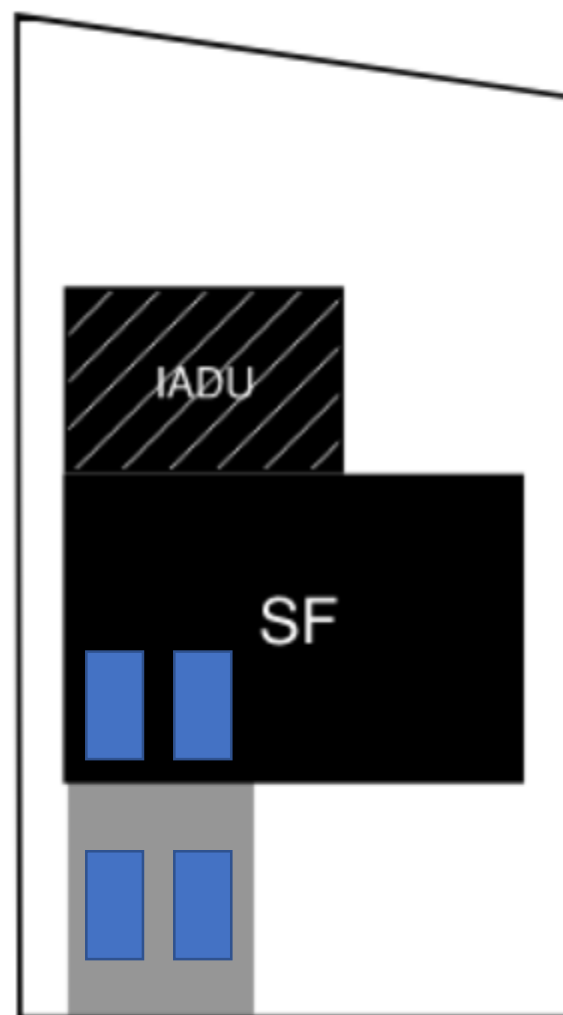
- Lot 1: Absentee owner after 3/5 years
- Lot 2: Owner must live on-site.
- DADU parcel $\geq 10,000$ sq. ft.
- Lot 2 must be $\geq 6,000$ sq. ft.
- Access, Utility, and Parking Easement

E - Possible ??



- Owner must live on-site in both Lot 1 and Lot 2
- DADU Parcel $\geq 12,000$ sq. ft.
- Lot 1 $\geq 6,000$ sq. ft.
- Lot 2 $\geq 6,000$ sq. ft.
- Access and Utility Easement

F - Implied



- Addition
Permitted

- Owner must live
on-site.

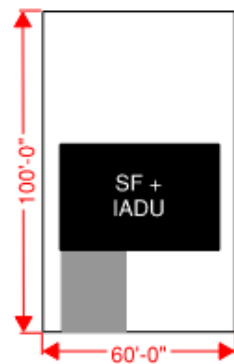
- Lot size \geq 6,000
sq. ft.

INTERNAL ACCESSORY DWELLING UNIT (IADU): An attached dwelling unit within, or adding to, the footprint of a single-family dwelling and is architecturally compatible with the single-family dwelling and neighborhood ~~an architectural and integral part thereof~~ and which has an exclusive entrance separate and apart from the related single-family dwelling.

C. Standards:

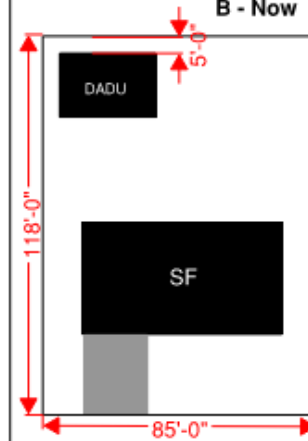
4. Design And Character: The DADU or IADU shall be clearly incidental to the single-family dwelling, ~~there should be no significant alteration to the exterior of the single-family dwelling to accommodate the ADU or IADU and such ADU or IADU~~ and shall not adversely affect the residential character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

A - Now



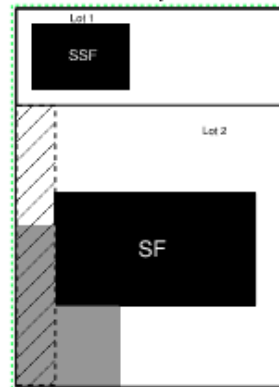
- Owner must live on-site.
- Lot size $\geq 6,000$ sq. ft.

B - Now



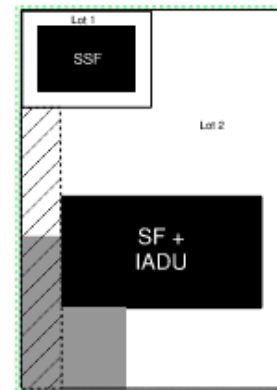
- Owner must live on-site.
- Lot size $\geq 10,000$ sq. ft.

C - Proposed



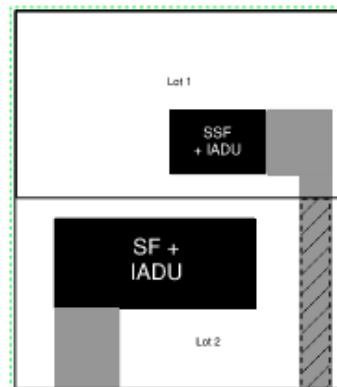
- Lot 1: Absentee owner after 3/5 years
- Lot 2: Absentee owner allowed
- DADU parcel $\geq 10,000$ sq. ft.
- Access, Utility, and Parking Easement

D - Proposed



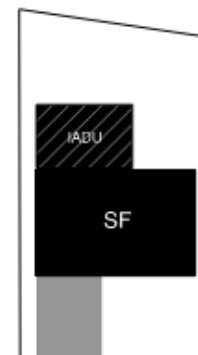
- Lot 1: Absentee owner after 3/5 years
- Lot 2: Owner must live on-site.
- DADU parcel $\geq 10,000$ sq. ft.
- Lot 2 must be $\geq 6,000$ sq. ft.
- Access, Utility, and Parking Easement

E - Possible ??



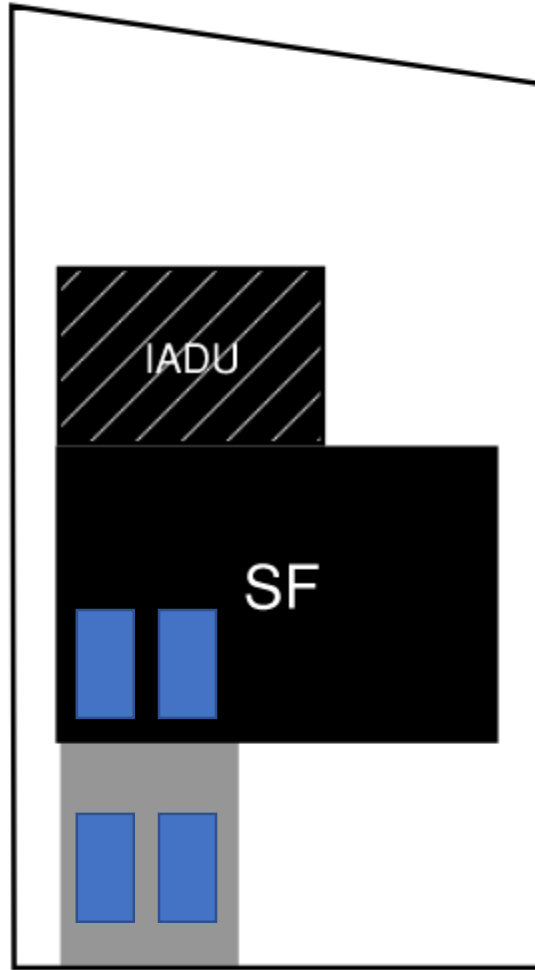
- Owner must live on-site in both Lot 1 and Lot 2
- DADU Parcel $\geq 12,000$ sq. ft.
- Lot 1 $\geq 6,000$ sq. ft.
- Lot 2 $\geq 6,000$ sq. ft.
- Access and Utility Easement

F - Implied



- Addition Permitted
- Owner must live on-site.
- Lot size $\geq 6,000$ sq. ft.

F

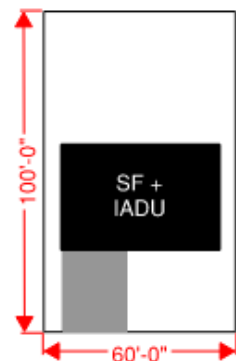


- Addition
Permitted

- Owner must live
on-site.

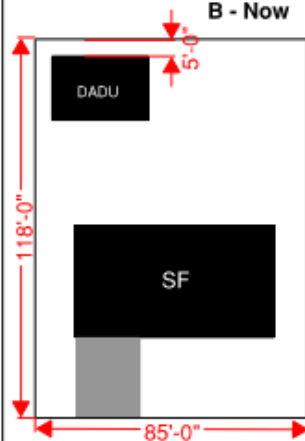
- Lot size \geq 6,000
sq. ft.

A - Now



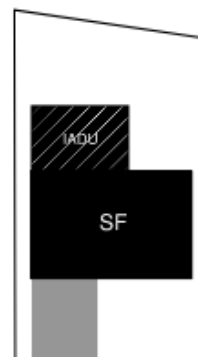
- Owner must live on-site.
- Lot size $\geq 6,000$ sq. ft.

B - Now



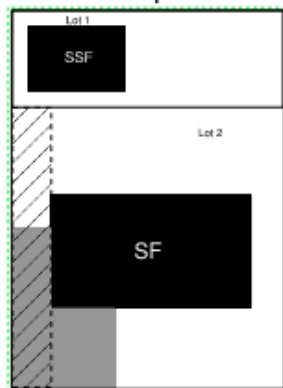
- Owner must live on-site.
- Lot size $\geq 10,000$ sq. ft.

F



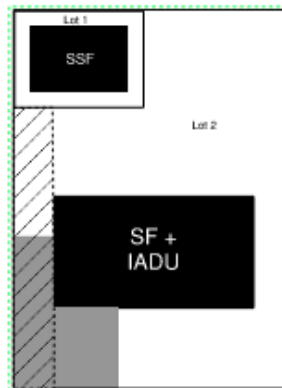
- Addition Permitted
- Owner must live on-site.
- Lot size $\geq 6,000$ sq. ft.

C - Proposed



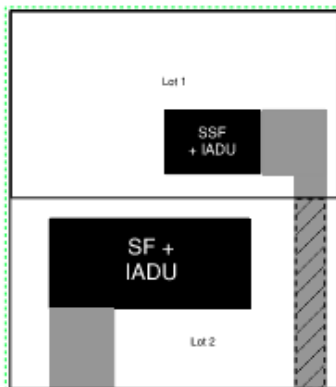
- Lot 1: Absentee owner after 3/5 years
- Lot 2: Absentee owner allowed
- DADU parcel $\geq 10,000$ sq. ft.
- Access, Utility, and Parking Easement

D - Proposed



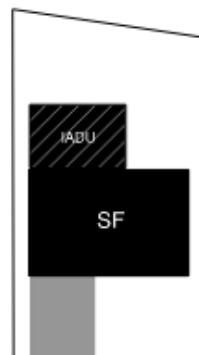
- Lot 1: Absentee owner after 3/5 years
- Lot 2: Owner must live on-site.
- DADU parcel $\geq 10,000$ sq. ft.
- Lot 2 must be $\geq 6,000$ sq. ft.
- Access, Utility, and Parking Easement

E - Possible ??



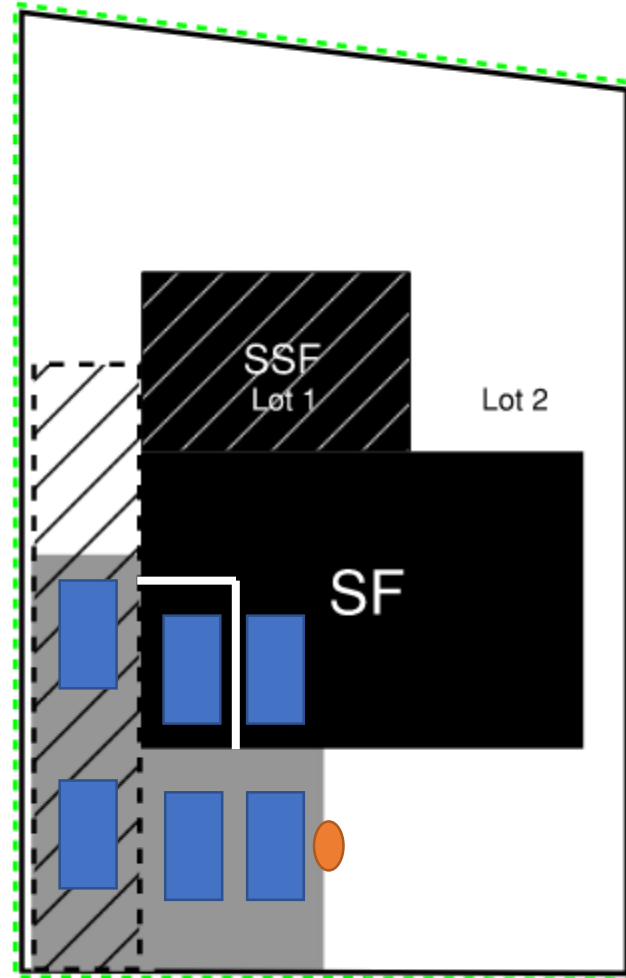
- Owner must live on-site in both Lot 1 and Lot 2
- DADU Parcel $\geq 12,000$ sq. ft.
- Lot 1 $\geq 6,000$ sq. ft.
- Lot 2 $\geq 6,000$ sq. ft.
- Access and Utility Easement

F - Implied



- Addition Permitted
- Owner must live on-site.
- Lot size $\geq 6,000$ sq. ft.

G

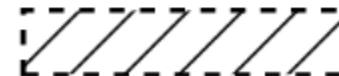


- Lot 1: Absentee Owner after 3/5 years.

- Lot 2: Absentee owner allowed

- ADU Parcel
≥ 6,000 sq. ft.

- Access, utility, and parking easement



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

ACCESSORY DWELLING UNIT (ADU): A Detached Accessory Dwelling unit (DADU) or an Internal Accessory Dwelling Unit (IADU) both as defined herein.

DETACHED ACCESSORY DWELLING UNIT (DADU): A detached dwelling unit consisting of all or any part of ~~within an accessory~~ a detached accessory building to a single-family dwelling not physically connected in any way to the single-family dwelling which is architecturally compatible to the ~~and integral part of a~~ neighborhood and single-family dwelling and located on the same lot, or DADU parcel.

INTERNAL ACCESSORY DWELLING UNIT (IADU): An attached dwelling unit within, or adding to, the footprint of a single-family dwelling and is architecturally compatible with the single-family dwelling and neighborhood ~~an architectural and integral part thereof~~ and which has an exclusive entrance separate and apart from the related single-family dwelling.

DADU Parcel: A defined area of ground which contains only two lots, each with a dwelling, and which, if combined together as one lot, including the structures thereon, meets the building lot, building placement, building height, parking standards, or other requirements of the underlying zone.

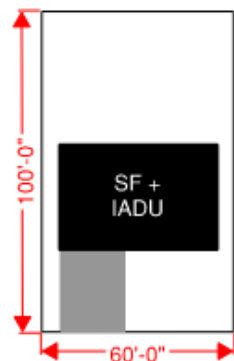
E. DADU or IADU Ownership: The DADU or IADU owner may be different or the same as the owner of the single-family dwelling, including but not limited to a lot split. The DADU or IADU owner may own or acquire an interest in the DADU or IADU where such interest is memorialized in writing, that it is a legally enforceable and binding instrument fully describing the legal obligations between the owner of the single-family dwelling and the owner/proposed owner or interest holder as well as their respective successors in interest in the DADU or IADU in such a form and manner as will run with the land. Such instrument shall be in recordable form and shall be recorded with the office of the county recorder as a condition of issuance of any building permit or occupancy by the city. Ownership may include transfers to successors in interest to the original owner where the original owner retains ultimate control of the DADU or IADU such as to a wholly owned corporation living trust where the owner is both grantor and trustee and the like. All such instruments must be approved by the city attorney as to form and content prior to recordation. Standards for any such DADU or IADU created under this Section are as follows:

1. SSF: A Subordinate Single-Family dwelling (SSF) is a DADU or IADU held in separate ownership from the single-family dwelling, which ownership includes separate land for the DADU or IADU.
2. DADU Parcel: An SSF and a single-family dwelling shall comply with the definition of a DADU parcel.
3. Land Use Approvals/Permits: Any subdivision and building permit necessary to enable an SSF must follow the building code, the city's subdivision process, and other rules and regulations of the Farmington City Code.
4. Separate Utilities Required: As part of the subdivision and building permit process, the owner of an DADU or IADU shall provide separate culinary water and sewer laterals, and other utilities (and if necessary a separate connection for secondary water), as well as customary metering, prior to occupancy of the SSF, and shall provide easements acceptable to the City for the same prior to or concurrent with the recordation of the subdivision. In the event separate utilities for the DADU are not installed, or approved by any or all respective service providers, the owner of the single-family dwelling shall

not offer the DADU or IADU for sale as an SSF and the city shall not approve the subdivision of the property.

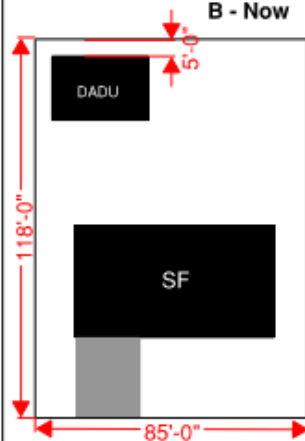
5. **Parking and Access Easements:** If an SSF lot frontage on public or private right-of-way is not wide enough to accommodate parking or pedestrian access, or if an SSF lot has no frontage, the owner of the single-family dwelling lot shall provide parking and pedestrian access easements acceptable to the city to the owner of the SSF prior to or concurrent with the recordation of the subdivision.
6. **Impact Fees:** The city shall require payment of impact fees prior to the issuance of the building permit if the SSF did not previously exist on the single-family dwelling lot as a DADU or IADU.
7. **Certificate of Occupancy:** A property owner, or the City, shall not record a subdivision to enable a SSF until the City has issued a certificate of occupancy for the SSF.
8. **SSF Occupancy:** An SSF must be owner occupied for **3** years upon initial separation of ownership from the single-family dwelling, and all instruments recorded against the property to implement the separation shall require the same standard. Initial separation shall mean for purposes of this part the date upon which the initial owner of the single-family dwelling divests or sells a fee simple interest in the DADU or IADU creating the SSF.

A - Now



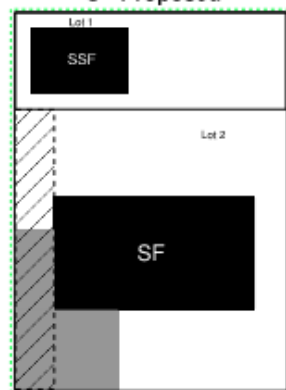
- Owner must live on-site.
- Lot size $\geq 6,000$ sq. ft.

B - Now



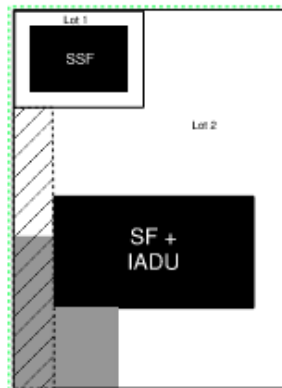
- Owner must live on-site.
- Lot size $\geq 10,000$ sq. ft.

C - Proposed



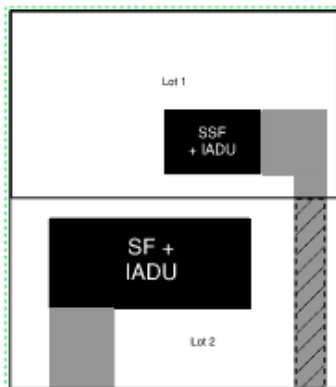
- Lot 1: Absentee owner after 3/5 years
- Lot 2: Absentee owner allowed
- DADU parcel $\geq 10,000$ sq. ft.
- Access, Utility, and Parking Easement

D - Proposed



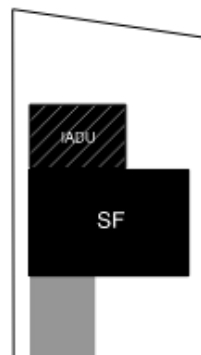
- Lot 1: Absentee owner after 3/5 years
- Lot 2: Owner must live on-site.
- DADU parcel $\geq 10,000$ sq. ft.
- Lot 2 must be $\geq 6,000$ sq. ft.
- Access, Utility, and Parking Easement

E - Possible ??



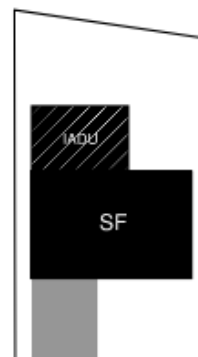
- Owner must live on-site in both Lot 1 and Lot 2
- DADU Parcel $\geq 12,000$ sq. ft.
- Lot 1 $\geq 6,000$ sq. ft.
- Lot 2 $\geq 6,000$ sq. ft.
- Access and Utility Easement

F - Implied



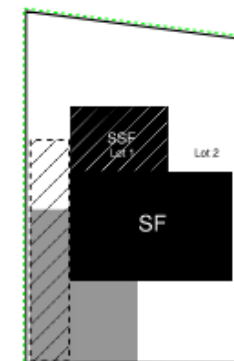
- Addition Permitted
- Owner must live on-site.
- Lot size $\geq 6,000$ sq. ft.

F



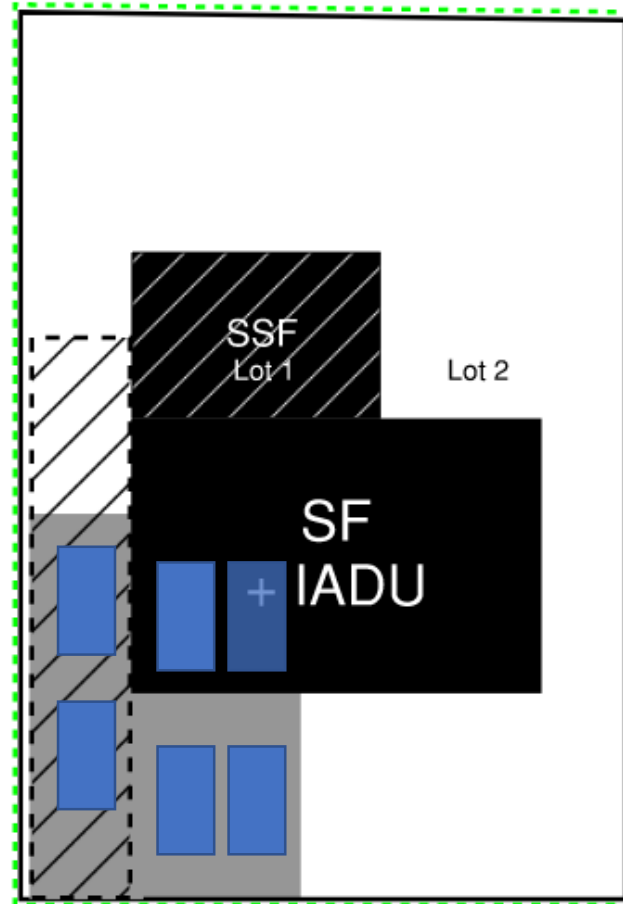
- Addition Permitted
- Owner must live on-site.
- Lot size $\geq 6,000$ sq. ft.

G



- Lot 1: Absentee Owner after 3/5 years.
- Lot 2: Absentee owner allowed
- ADU Parcel $\geq 6,000$ sq. ft.
- Access, utility, and parking easement

H



- Lot 1: Absentee Owner after 3/5 years.

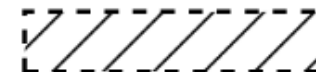
- Lot 2: Owner must live on site

- ADU Parcel

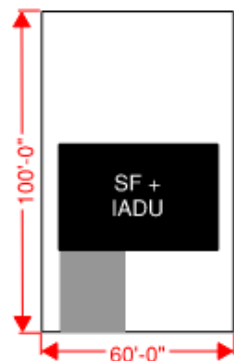
> 6,000 sq. ft.

- Lot 2 must be \geq 6,000 sq. ft.

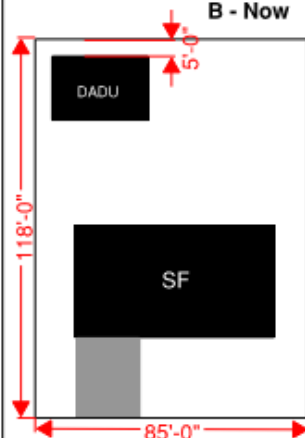
- Access, utility, and parking easement



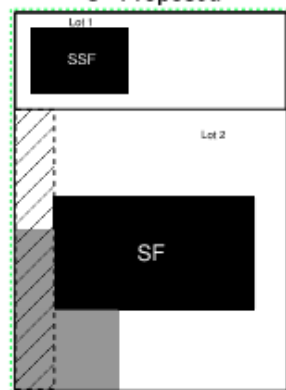
9. Number of Permissible Dwelling Units: An SSF shall contain no more than one dwelling unit, and shall not have a DADU. The related single-family dwelling to an SSF may have an IADU, but not a DADU.

A - Now

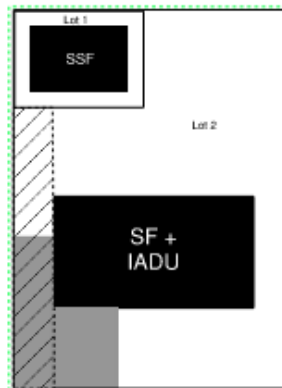
- Owner must live on-site.
- Lot size $\geq 6,000$ sq. ft.

B - Now

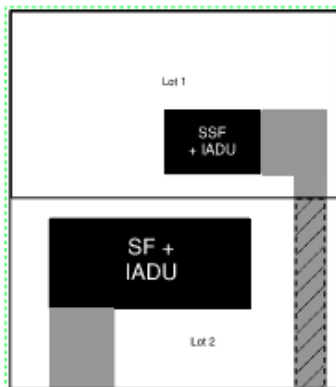
- Owner must live on-site.
- Lot size $\geq 10,000$ sq. ft.

C - Proposed

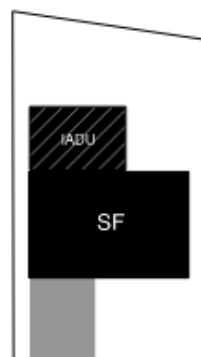
- Lot 1: Absentee owner after 3/5 years
- Lot 2: Absentee owner allowed
- DADU parcel $\geq 10,000$ sq. ft.
- Access, Utility, and Parking Easement

D - Proposed

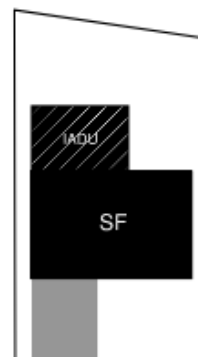
- Lot 1: Absentee owner after 3/5 years
- Lot 2: Owner must live on-site.
- DADU parcel $\geq 10,000$ sq. ft.
- Lot 2 must be $\geq 6,000$ sq. ft.
- Access, Utility, and Parking Easement

E - Possible ??

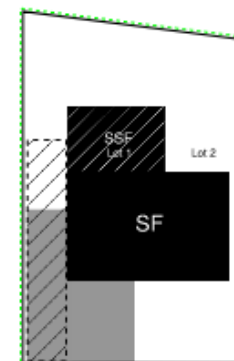
- Owner must live on-site in both Lot 1 and Lot 2
- DADU Parcel $\geq 12,000$ sq. ft.
- Lot 1 $\geq 6,000$ sq. ft.
- Lot 2 $\geq 6,000$ sq. ft.
- Access and Utility Easement

F - Implied

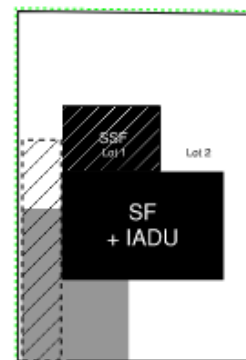
- Addition Permitted
- Owner must live on-site.
- Lot size $\geq 6,000$ sq. ft.

F

- Addition Permitted
- Owner must live on-site.
- Lot size $\geq 6,000$ sq. ft.

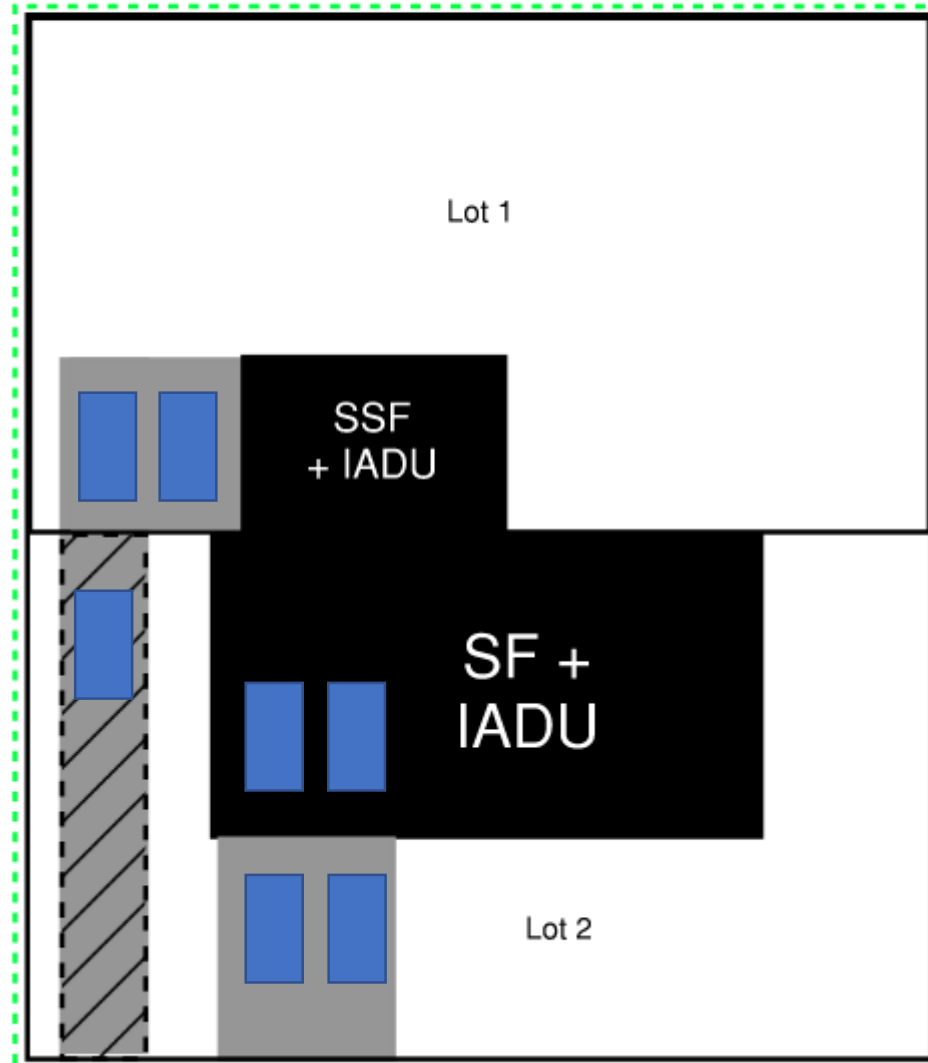
G

- Lot 1: Absentee Owner after 3/5 years.
- Lot 2: Absentee owner allowed
- ADU Parcel $\geq 6,000$ sq. ft.
- Access, utility, and parking easement

H

- Lot 1: Absentee Owner after 3/5 years.
- Lot 2: Owner must live on site
- ADU Parcel $> 6,000$ sq. ft.
- Lot 2 must be $\geq 6,000$ sq. ft.
- Access, utility, and parking easement

I




-Owner must live
on-site in both
Lot 1 and Lot 2

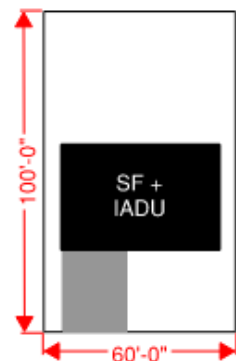
- ADU Parcel
 $\geq 12,000$ sq. ft.

- Lot 1 $\geq 6,000$
sq. ft.

- Lot 2 $\geq 6,000$
sq. ft.

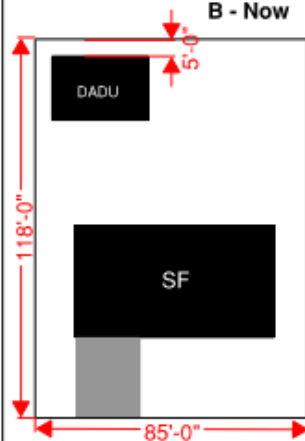
- Access and
Utility Easement


A - Now



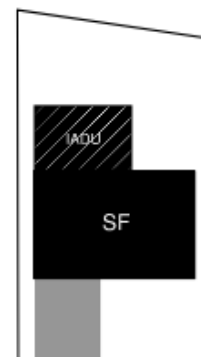
- Owner must live on-site.
- Lot size $\geq 6,000$ sq. ft.

B - Now



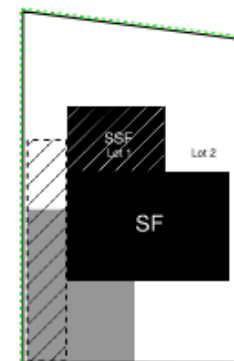
- Owner must live on-site.
- Lot size $\geq 10,000$ sq. ft.

F

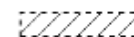


- Addition Permitted
- Owner must live on-site.
- Lot size $\geq 6,000$ sq. ft.

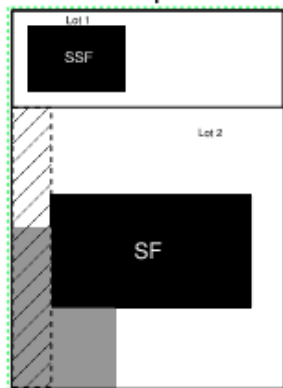
G



- Lot 1: Absentee Owner after 3/5 years.
- Lot 2: Absentee owner allowed
- ADU Parcel $\geq 6,000$ sq. ft.
- Access, utility, and parking easement



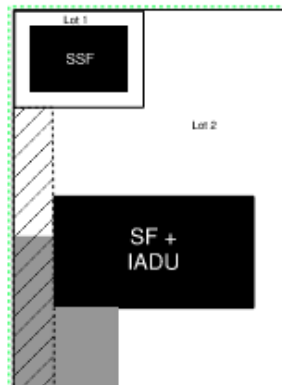
C - Proposed



- Lot 1: Absentee owner after 3/5 years
- Lot 2: Absentee owner allowed
- DADU parcel $\geq 10,000$ sq. ft.
- Access, Utility, and Parking Easement



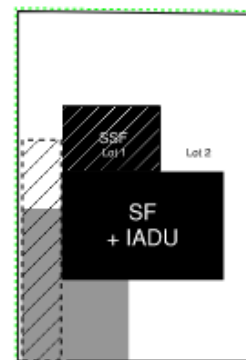
D - Proposed



- Lot 1: Absentee owner after 3/5 years
- Lot 2: Owner must live on-site.
- DADU parcel $\geq 10,000$ sq. ft.
- Lot 2 must be $\geq 6,000$ sq. ft.
- Access, Utility, and Parking Easement



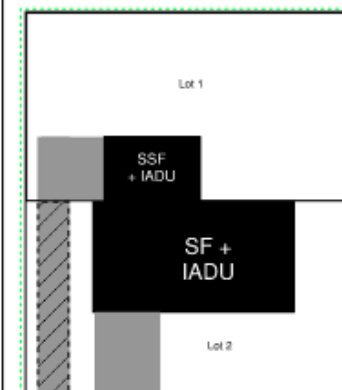
H



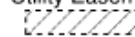
- Lot 1: Absentee Owner after 3/5 years.
- Lot 2: Owner must live on site
- ADU Parcel $> 6,000$ sq. ft.
- Lot 2 must be $\geq 6,000$ sq. ft.
- Access, utility, and parking easement



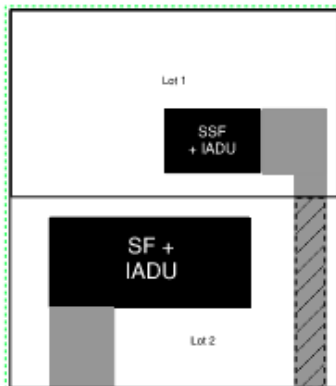
I



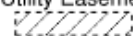
- Owner must live on-site in both Lot 1 and Lot 2
- ADU Parcel $\geq 12,000$ sq. ft.
- Lot 1 $\geq 6,000$ sq. ft.
- Lot 2 $\geq 6,000$ sq. ft.
- Access and Utility Easement



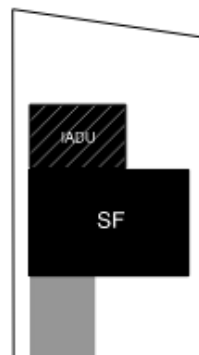
E - Possible ??



- Owner must live on-site in both Lot 1 and Lot 2
- DADU Parcel $\geq 12,000$ sq. ft.
- Lot 1 $\geq 6,000$ sq. ft.
- Lot 2 $\geq 6,000$ sq. ft.
- Access and Utility Easement



F - Implied



- Addition Permitted
- Owner must live on-site.
- Lot size $\geq 6,000$ sq. ft.

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

ACCESSORY DWELLING UNIT (ADU): A Detached Accessory Dwelling unit (DADU) or an Internal Accessory Dwelling Unit (IADU) both as defined herein.

DETACHED ACCESSORY DWELLING UNIT (DADU): A detached dwelling unit consisting of all or any part of ~~within an accessory~~ a detached accessory building to a single-family dwelling not physically connected in any way to the single-family dwelling which is architecturally compatible to the ~~and integral part of a~~ neighborhood and single-family dwelling and located on the same lot, or DADU parcel.

INTERNAL ACCESSORY DWELLING UNIT (IADU): An attached dwelling unit within, or adding to, the footprint of a single-family dwelling and is architecturally compatible with the single-family dwelling and neighborhood ~~an architectural and integral part thereof~~ and which has an exclusive entrance separate and apart from the related single-family dwelling.

DADU Parcel: A defined area of ground which contains only two lots, each with a dwelling, and which, if combined together as one lot, including the structures thereon, meets the building lot, building placement, building height, parking standards, or other requirements of the underlying zone.

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, July 2, 2024** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 6:00 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 www.farmington.utah.gov. If you wish to email a comment for any of the listed public hearings, you may do so to dcarlile@farmington.utah.gov

WORK SESSION – 6:00 p.m.

- Communities That Care Presentation
- Discussion of South East Corner of Burke Lane & Innovator Drive potential use

REGULAR SESSION – 7:00 p.m.

CALL TO ORDER:

- Invocation – Scott Isaacson, Councilmember
- Pledge of Allegiance – Brett Anderson, Mayor

PRESENTATION

- Paul & KayLynn White as Festival Days Parade Grand Marshals

PUBLIC HEARING:

- Consideration for additional text and changes to Title 12, Subdivision Regulations.

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

Minute motion to reconvene the City Council Meeting

BUSINESS:

- Consideration of Additional Text and Amendments regarding Recreational Pools and Tennis Courts.
- Consider Approval of Minutes for 06-18-24

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 www.farmington.utah.gov and the Utah Public Notice website at www.utah.gov/pmn. Posted on June 27, 2024