



**FARMINGTON CITY
PLANNING COMMISSION**

October 29, 2024



FARMINGTON

MORE TIME FOR LIVING

PLANNING COMMISSION MEETING NOTICE AND AGENDA TUESDAY October 29, 2024

Notice is given that Farmington City Planning Commission will hold a regular meeting at City Hall 160 South Main, Farmington, Utah. A work session will be held at **6:30 PM** prior to the **regular session which will begin at 7:00 PM** in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website at 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 / ZONING APPLICATIONS – *public hearings: 1-4*

1. CW Urban – The applicant is requesting a recommendation for a rezone of approximately 15.5 acres of property at approximately 675 South 1525 West from the A and AA zoning districts to the AE (Agriculture Estates) zone together with a recommendation for a Schematic Subdivision Plan and Preliminary PUD (Planned Unit Development) Master Plan for the Farmstead Subdivision consisting of 30 lots.

Items 2 – 4 will likely be discussed as one item, as they are all within the same development, just different aspects.

2. STACK Development – The applicant is requesting a recommendation to consider a Supplemental Development Agreement and Project Master Plan Amendment with Stack Development for property located north of Burke Lane between I-15 and the D&RGW Rail Trail covering approximately 150 acres for Stack Farmington Land, LLC and Wasatch Farmington Holdings, LLC. (PMP-1-24)
3. STACK Development – The applicant is requesting a recommendation to consider a Schematic Subdivision, Project Master Plan, and Concept Site Plan for the Stack R1 subdivision which covers approximately 9 acres at approximately 900 North and Innovator Drive. (S-6-24)
4. STACK Development – The applicant is requesting a recommendation to consider a Schematic Subdivision, Project Master Plan, and Concept Site Plan for the Stack Commercial subdivision which covers approximately 35 acres at approximately 950 North and Innovator Drive. (S-14-24)

OTHER BUSINESS

5. Miscellaneous, correspondence, etc.
 - a. Miller Meadows Phase 9 Concept Discussion
 - b. Lyon Meadows Development Agreement and Deed Restriction Recommendation
 - c. Planning Commission Minutes Approval – 10.03.2024
 - d. City Council Report – 10.15.2024
 - e. Other

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

CERTIFICATE OF POSTING I hereby certify that the above notice and agenda were posted at Farmington City Hall, the State Public Notice website, the city website www.farmington.utah.gov, the Utah Public Notice website at www.utah.gov/pmn on October 24, 2024. Carly Rowe, Planning Secretary



Farmington City Planning Commission Staff Report October 29, 2024

Item 1: Zone Change, Schematic Subdivision Plan and Preliminary Planned Unit Development Master Plan - Farmstead

Public Hearing:	Yes
Application No.:	S-13-24
Property Address:	Approximately 675 S 1525 W
General Plan Designation:	RRD (Rural Residential Density) and DR (Develop Restrictions, VL Dens)
Zoning Designation:	AA and A (Agriculture Very Low Density and Agricultural)
Area:	15.50 acres
Lots:	30
Property Owner/Applicant:	CW Group/CW Land – Chase Freebairn

Request: *The applicant is requesting a recommendation for a rezone of approximately 15.5 acres of property at approximately 675 South 1525 West from the A and AA zoning districts to the AE (Agriculture Estates) zone together with a recommendation for a Schematic Subdivision Plan and Preliminary PUD (Planned Unit Development) Master Plan for the Farmstead Subdivision consisting of 30 lots.*

Background Information

The subject property consists of 15.5 acres accessed from 1525 West just north of the West Davis Corridor. It is adjacent to Flatrock Ranch and would be connected to that subdivision by Bareback Way on the west and a new road connection on the east. The property is a remnant from the UDOT construction of the West Davis Corridor, and remains zoned AA and A, which have conventional lot sizes of 10 and 2 acres. The applicant is requesting a zone change to AE, which has a conventional lot size of 1 acre, and alternative lot size of 0.5 acre. The surrounding area is primarily residential with lot sizes averaging around 0.5 to 1 acre. The proposal currently includes 30 lots ranging in size from 0.27 to 0.7 acres.

The schematic subdivision plan and PUD proposal are based on the requested zone of AE. Under the AE lot size of 1 acre and lot width of 100 feet, the conventional yield would be less than 15 lots, while the alternative lot size 0.5 acre and lot width of 100' would yield 24 lots. The applicant is requesting a PUD - which allows up to 20% bonus density - to gain flexibility regarding lot size, width, and setbacks. In exchange for the bonus, the applicant has suggested moderate income housing within a minimum of three residential buildings, another option would be for 2 lots via Transfer of Development Rights (TDR). Prior to review by the City Council, the applicant will need a draft agreement for those options.

According to the Subdivision Ordinance, this project requires rezone approval from the City Council, as well as Council approval for the Preliminary PUD Plan and Schematic Plan.

Suggested Motion

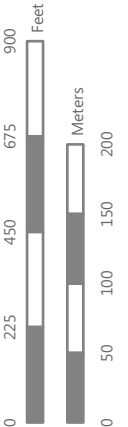
Move that the Planning Commission recommend approval to the City Council to rezone 15.5 acres from AA and A to AE; as well as recommend that the Council approves the Preliminary PUD Master Plan and Schematic Subdivision Plan, subject to all applicable Farmington City development standards and ordinances, and the following condition:

1. The applicant will provide a plan detailing their strategy to compensate for bonus density provided by the PUD process, including Moderate Income Housing.

Supplemental Information

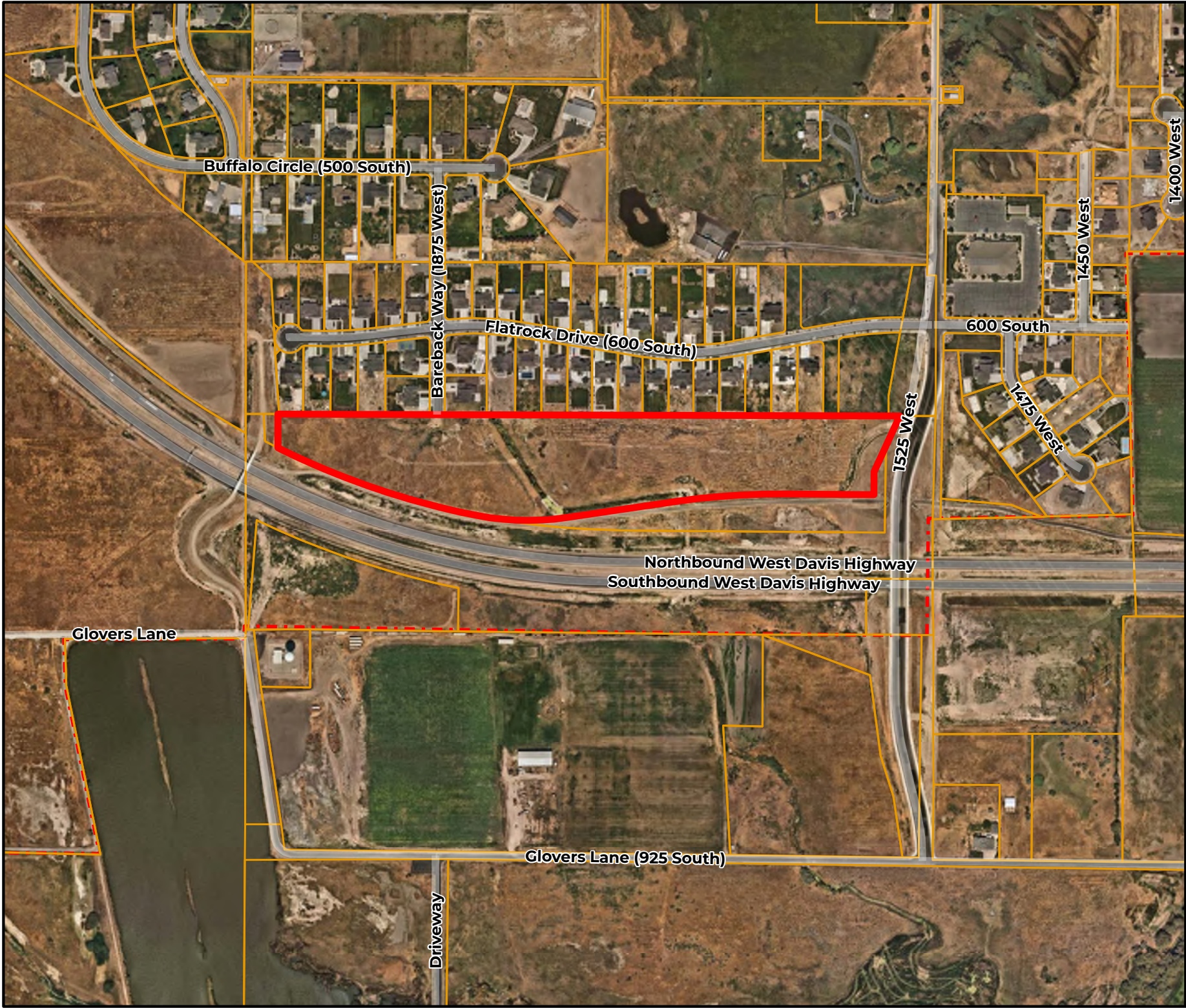
1. Vicinity map
2. Vicinity Map with existing zoning
3. Alternative Lot Size yield plan
4. Subdivision Schematic Plan
5. Example Elevations
6. UDOT Sound Wall Options

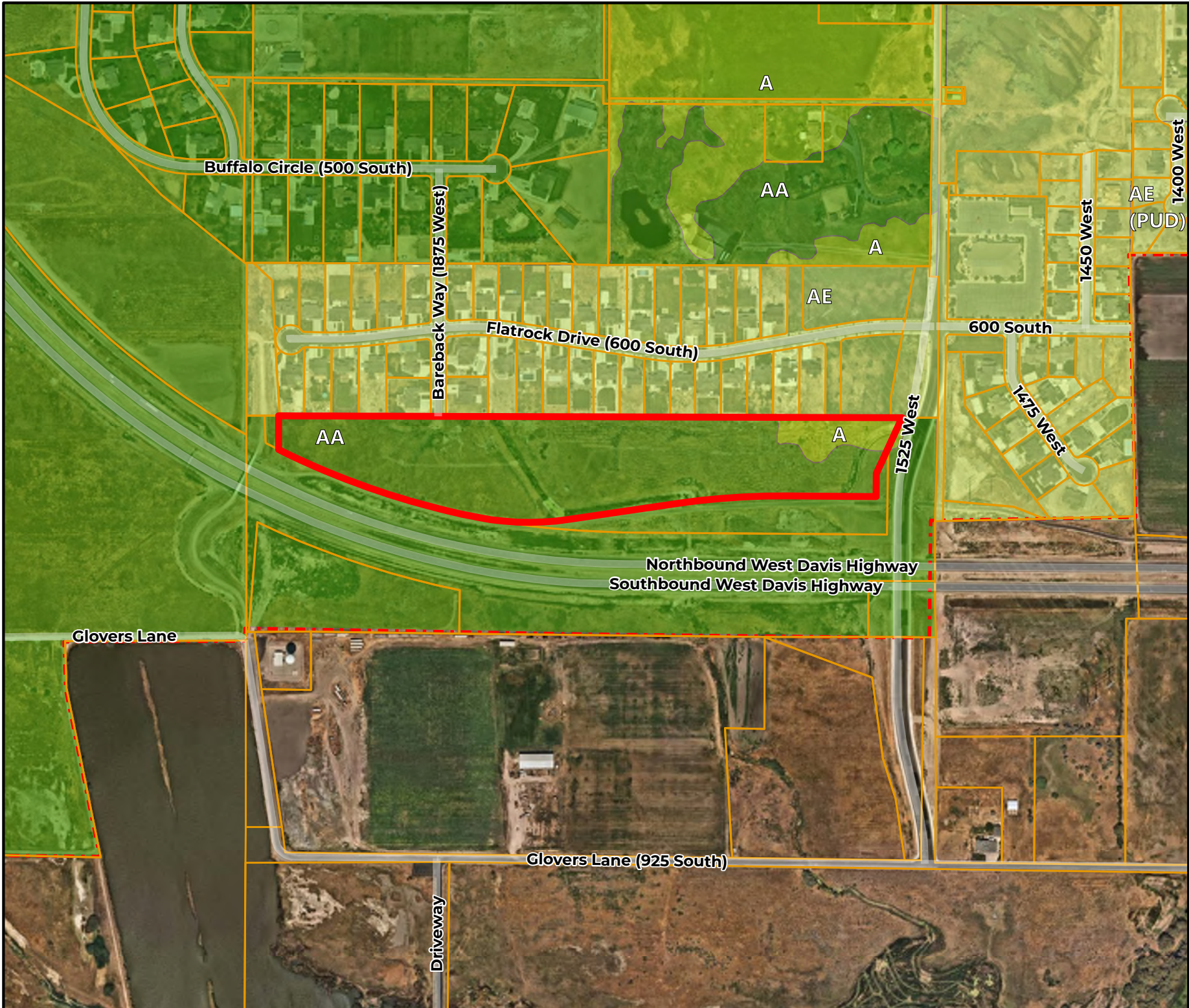
Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.



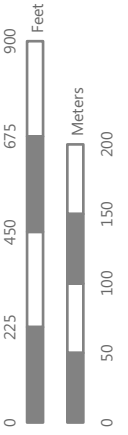
VICINITY MAP

Farmstead PUD





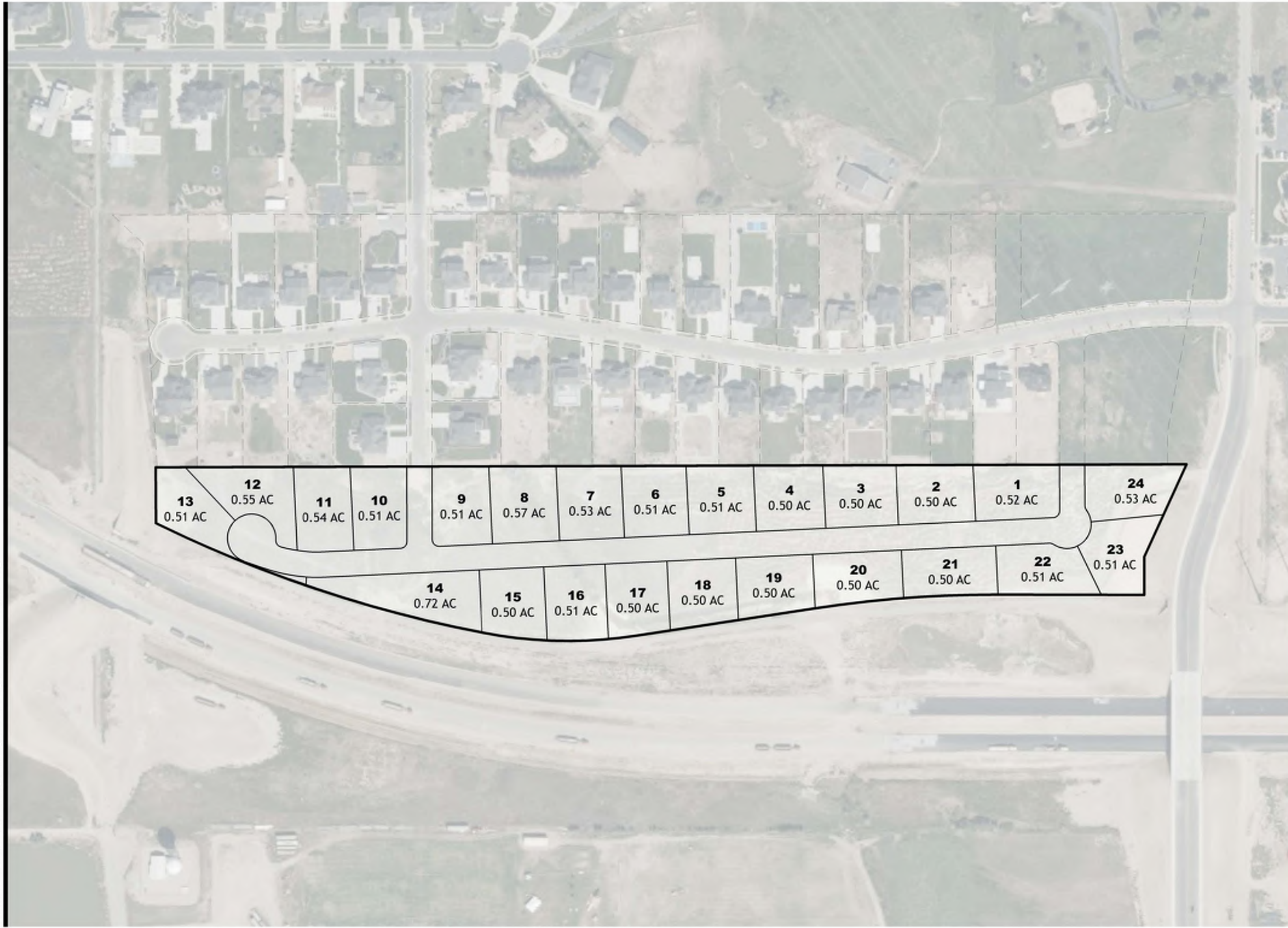
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VICINITY MAP
Farmstead PUD



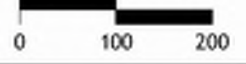
C:\Users\mick\EDM Partners Dropbox\Projects\Farmington - CW\Yield Plan AE.dwg



2815 East 3300 South
 Salt Lake City, UT 84109
 (801) 305-4670
 www.edmpartners.com



SCALE: 1" = 200'



HOME
 BY C.W. URBAN

STATISTICS

TOTAL AREA	15.49 ACRES
SINGLE FAMILY LOTS	24
DENSITY	1.55 DU/AC

DISCLAIMER:
 ARTIST RENDERING ONLY. PLAN MAY BE ALTERED, OR CHANGED AT ANY TIME. IT IS FURNISHED MERELY AS A CONVENIENCE TO AID YOU IN LOCATING THE LAND INDICATED HEREON WITH REFERENCES TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF ANY RELIANCE HEREON.

INFORMATION SHOWN ON THIS PLAN IS CREATED FROM GIS DATA PROVIDED BY UTAH AGRC. IT IS NOT CREATED FROM LAND SURVEY INFORMATION AND IS USED TO IDENTIFY THE GENERAL LOCATION OF THE FEATURES SHOWN.

Farmington UDOT
Parcel
AE Zone
Yield Plan

DATE: 07/16/24

SHEET NUMBER:

C-1



2815 East 3300 South, Salt Lake City, UT 84109
(801) 305-4670 www.edmpartners.com



SCALE: 1" = 80'
0 40 80 160 240

OWNER:
Cole West
610 North 800 West
Centerville, UT 84014
866-744-2489

COLE WEST

- NOTES:**
- All sanitary sewer improvements shall conform with the standards and specifications of Central Davis Sewer District.
 - All culinary water improvements shall conform with the standards and specifications of Farmington City.
 - All secondary water improvements shall conform with the standards and specifications of Weber Basin Water Conservancy District.
 - All improvements in the public right of way shall conform with the standards and specifications of Farmington City.
 - All private improvements shall conform to APWA standards and specifications.
 - Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.
 - Secondary water has been allocated to parcels based on an anticipated landscape area (including park strip) of no more than 64% of the gross parcel size and that 2/3 of the landscape area is planted in turf and 1/3 of the landscaped area is planted in low water use plants. Larger total landscape areas, higher percentage turf areas, inefficient design of irrigation system, or inefficient operation of irrigation system may result in homeowner incurring additional billing charges and/or secondary water service being shut off.
 - Included with this subdivision application is a request for a zone change to AE.
 - This project is depicted on fema firm number 49011F0381F, dated September 15, 2022. The project area is located within Zone X, areas determined to be outside the 0.2% annual chance flood.

STATISTICS:
TOTAL AREA 15.50 ACRES
SINGLE FAMILY LOTS 30
DENSITY 1.94 DU/AC

APPROVED FOR CONSTRUCTION
By: _____ Date: _____
Farmington City Engineer



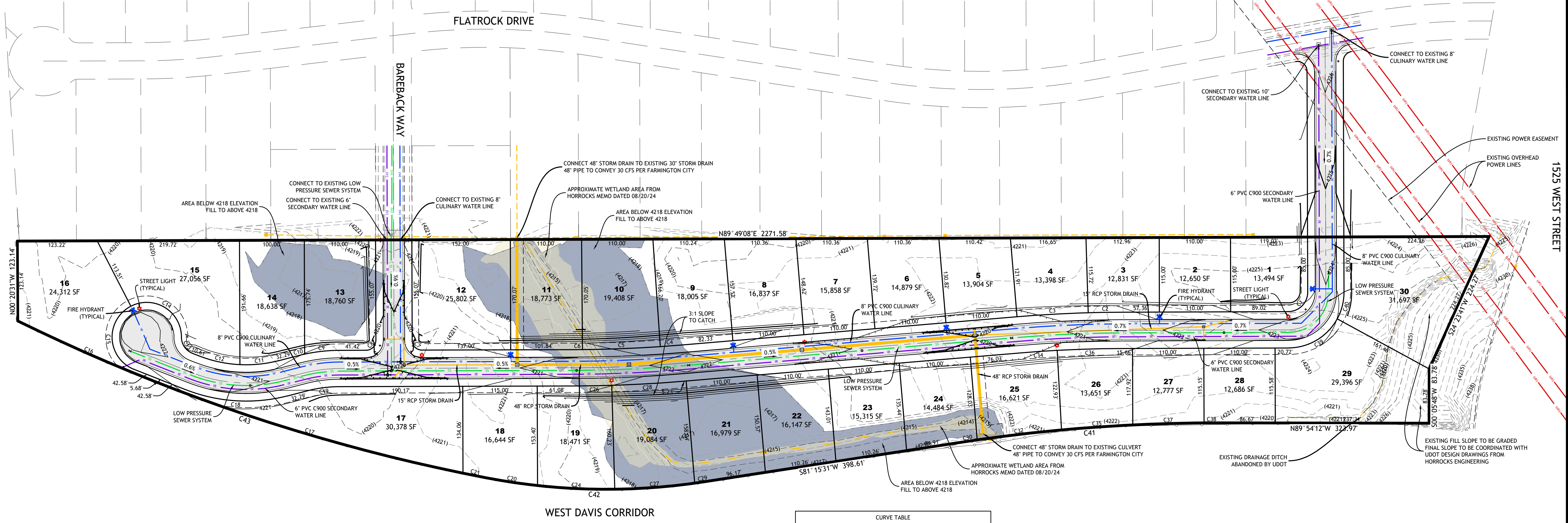
Farmstead

Schematic Plan

PROJECT: _____
DRAWN BY: NMM
REVIEWED BY: PMD
REVISIONS: _____
No. DATE REMARKS

DATE: August 23, 2024

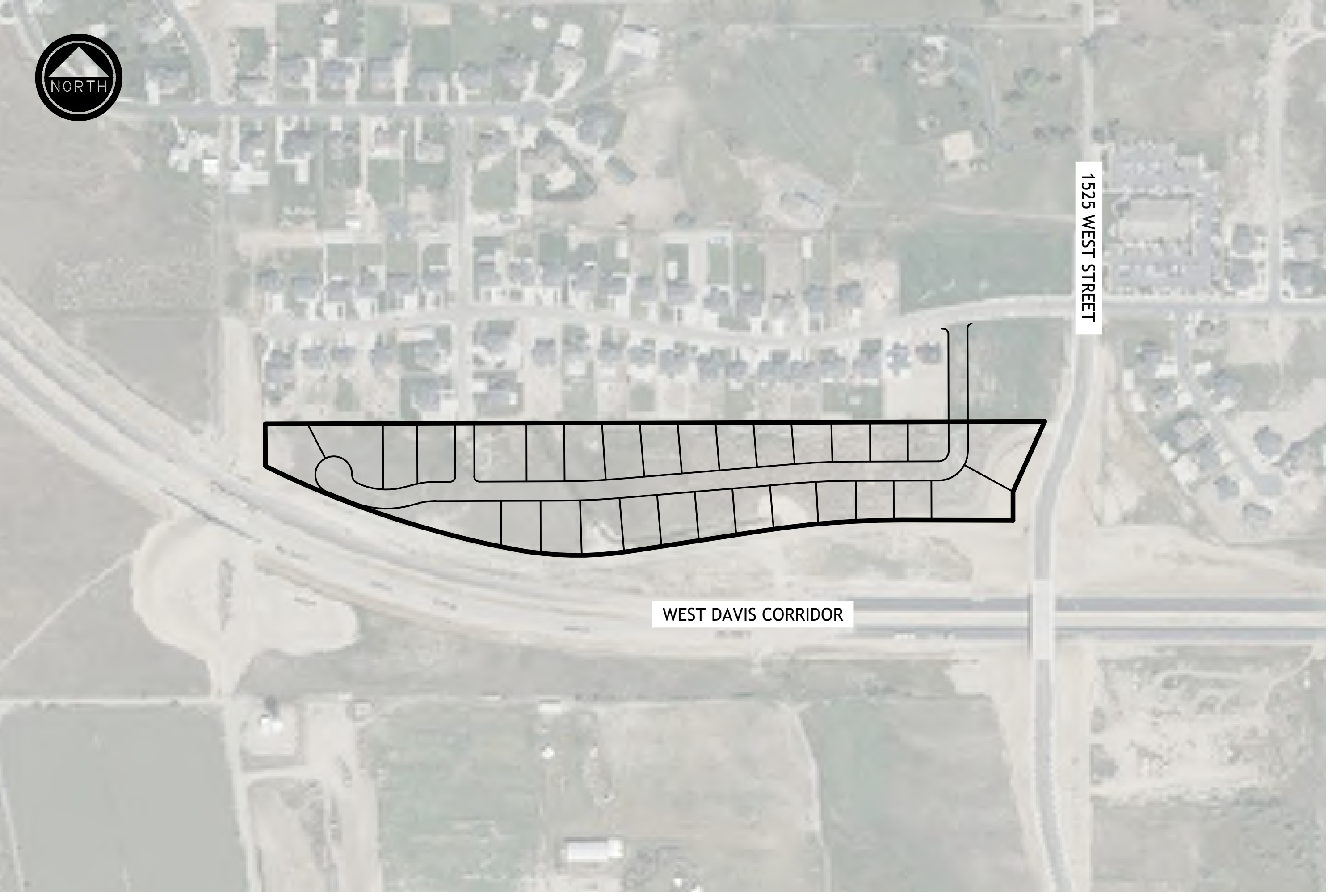
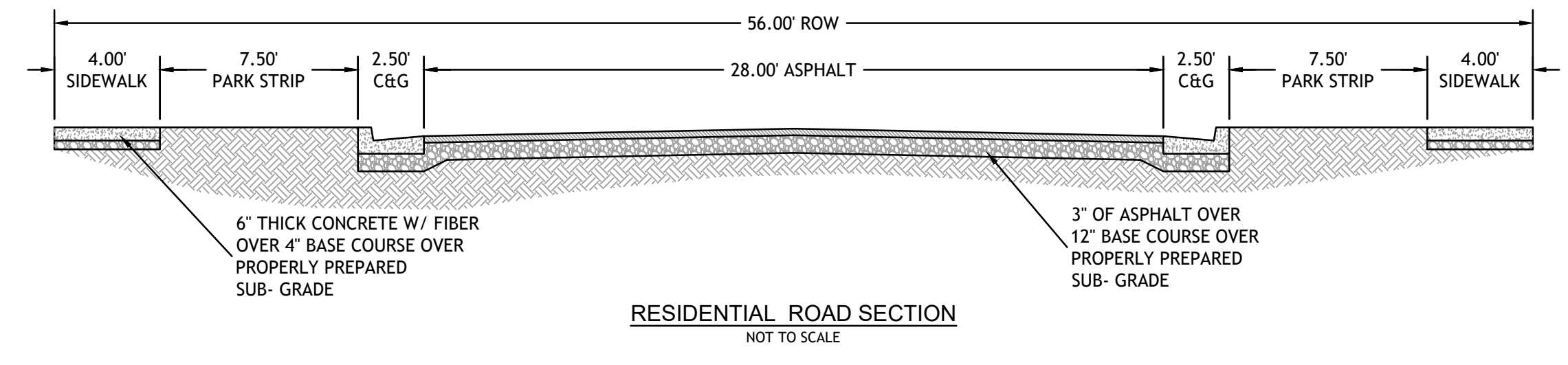
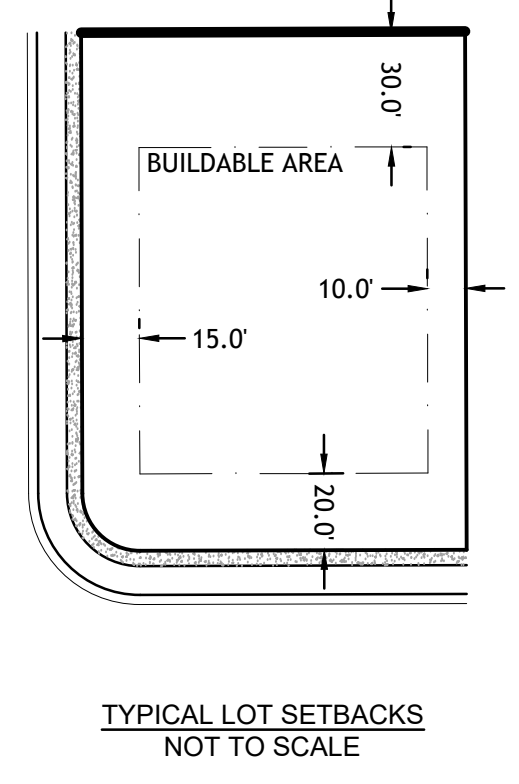
SHEET NUMBER: **O-1**



CURVE TABLE			
CURVE	ARC LENGTH	RADIUS	CHORD DIRECTION
C1	47.12	30.00	S44°49'08"W
C2	52.61	2028.00	S89°04'32"W
C3	110.05	2028.00	S86°46'40"W
C4	30.08	1972.00	S85°37'48"W
C5	120.20	1972.00	S87°48'47"W
C6	8.93	1972.00	S89°41'21"W
C7	23.56	15.00	N45°10'52"W
C8	23.56	15.00	S44°49'08"W
C9	53.98	256.00	S83°46'41"W
C10	9.48	256.00	S76°40'34"W
C11	59.98	200.00	S84°12'22"W
C12	65.29	200.00	N77°51'03"W
C13	31.80	26.50	N34°07'34"W
C14	109.77	53.50	N58°31'52"W
C15	122.50	53.50	S2°54'15"E
C16	237.22	2874.99	N66°14'29"W
C17	490.84	2874.99	N73°29'46"W
C18	160.34	256.00	S86°26'31"E
C19	49.58	200.00	N82°43'01"E
C20	81.24	987.50	N81°27'18"W
C21	35.43	2874.99	N78°44'24"W
C24	119.47	987.50	N87°16'39"W
C26	53.90	2028.00	N89°03'27"E
C27	123.77	987.50	S85°39'58"W
C28	109.83	2028.00	N86°44'40"E
C29	14.08	987.50	S81°40'02"W
C30	28.34	2612.50	S81°34'09"W
C32	131.01	2612.50	S83°19'00"W
C34	58.56	1972.00	N86°02'37"E
C35	110.26	2612.50	S85°57'45"W
C36	100.65	1972.00	N88°21'24"E
C37	110.04	2612.50	S88°22'41"W
C38	23.33	2612.50	S89°50'27"W
C39	91.96	86.00	N59°11'05"E
C40	43.13	86.00	N14°11'05"E
C41	402.98	2612.50	S85°40'40"W
C42	338.56	987.50	N88°55'11"W
C43	763.48	2874.99	N71°29'07"W

**FOR REVIEW
NOT FOR CONSTRUCTION**

- LEGEND**
- 8" SDR 35 SANITARY SEWER
 - EXISTING SANITARY SEWER
 - SANITARY SEWER MANHOLE
 - 8" PVC C-900 WATER LINE
 - EXISTING WATER LINE
 - WATER VALVE, TEE & BEND
 - FIRE HYDRANT
 - EXISTING FIRE HYDRANT
 - 8" PVC C-900 IRRIG. LINE
 - EXISTING SEC. WATER LINE
 - IRRIG. VALVE, TEE & BEND
 - PROPOSED STREET LIGHT
 - RCP CL III STORM DRAIN
 - EXISTING STORM DRAIN
 - SD COMBOBOX, CB & CO
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - PROPOSED MAJOR CONTOUR
 - PROPOSED MINOR CONTOUR



VICINITY MAP
1" = 250'

C:\Users\edm\OneDrive\Projects\Farmstead\Drawings\1 - Schematic Plan.dwg

C.W.
URBAN

THE DESIGNS SHOWN AND DESCRIBED HEREIN INCLUDING ALL TECHNICAL DRAWINGS, GRAPHIC REPRESENTATIONS & MODELS THEREOF, ARE PROPRIETARY & CAN NOT BE COPIED, DUPLICATED, OR COMMERCIALLY EXPLOITED IN WHOLE OR IN PART WITHOUT THE SOLE AND EXPRESS WRITTEN PERMISSION FROM C.W. URBAN

KEYNOTES



70' Wide 2-Story
MOM (4,000 SF)

Exterior

Project number	Project Number
Date	01/09/2022
Drawn by	Author
Checked by	Checker

DD-03

Scale

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KEYNOTES

**70' Wide 2-Story
MOM (3,500 SF)**

PERSPECTIVES

Project number	Project Number
Date	01/09/2022
Drawn by	Author
Checked by	Checker

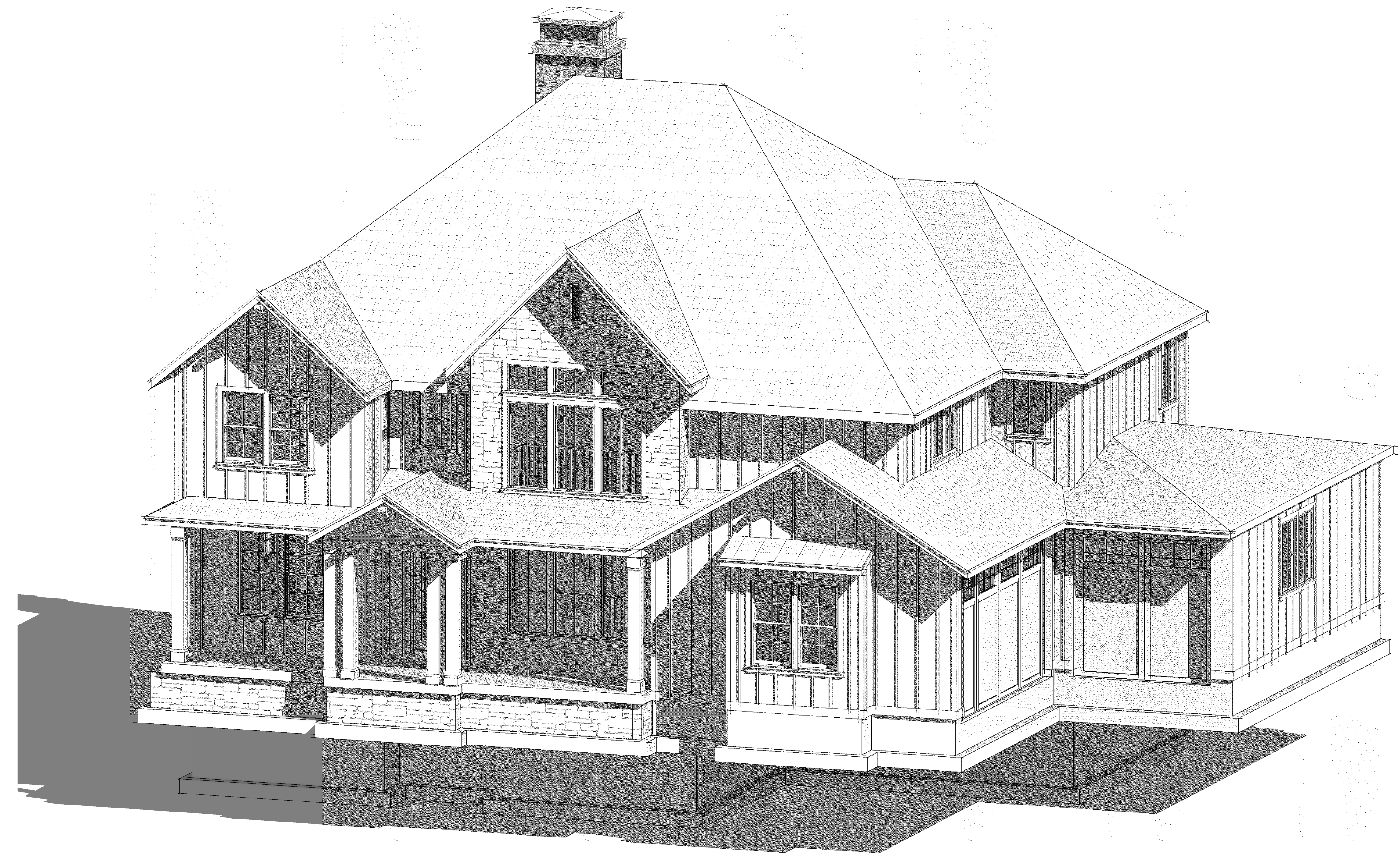
DD-04

Scale



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KEYNOTES



1 {3D} Copy 1

70' Wide 2-Story PU
(4,100 SF)

3D Views

Project number	Project Number
Date	01/09/2022
Drawn by	Author
Checked by	Checker

DD-03

Scale

THE DESIGNS SHOWN AND DESCRIBED HEREIN INCLUDING ALL TECHNICAL DRAWINGS, GRAPHIC REPRESENTATIONS & MODELS THEREOF, ARE PROPRIETARY & CAN NOT BE COPIED, DUPLICATED, OR COMMERCIALLY EXPLOITED IN WHOLE OR IN PART WITHOUT THE SOLE AND EXPRESS WRITTEN PERMISSION FROM C.W. URBAN

KEYNOTES



70' Wide Rambler
(2,400 SF)

Front

Project number Project Number

Date 08/27/2024

Drawn by Author

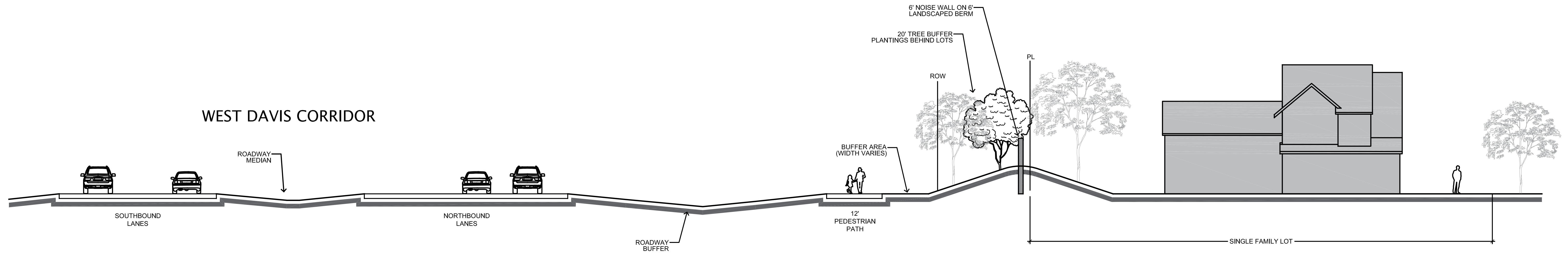
Checked by Checker

DD-02

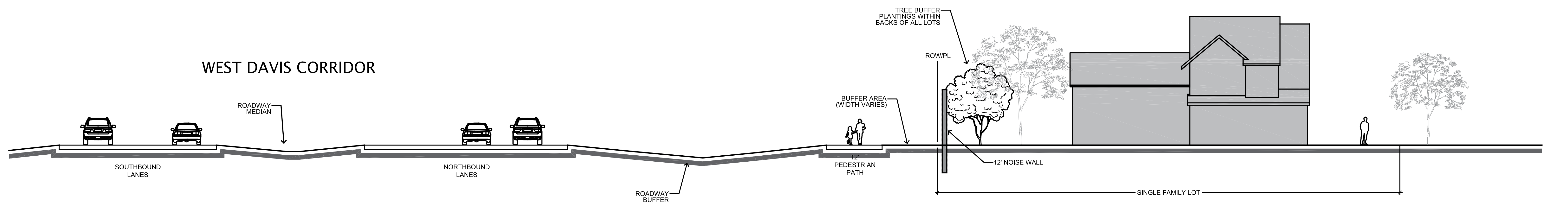
Scale

FARMSTEAD WEST DAVIS CORRIDORSOUND WALL OPTIONS

COLE WEST



SOUND WALL/BERM BUFFER ALTERNATIVE



SOUND WALL BUFFER ALTERNATIVE





Farmington City Planning Commission Staff Report October 29, 2024

Items 2-4: First Amendment to North Farmington Station PMP/DA, STACK R1 – Schematic Subdivision, Project Master Plan and Concept Site Plan, STACK Commercial – Schematic Subdivision, Project Master Plan and Concept Site Plan

Public Hearing:	Yes
Application No.:	PMP-1-24, S-6-24, S-14-24
Property Address:	App. 950 N Innovator Drive
General Plan Designation:	CA/BP (Class A Business Park)
Zoning Designation:	OMU (Office Mixed Use)
Approximate Area:	Master Plan: 150 acres, R-1: 9 acres, Commercial: 18 acres
Number of Lots:	32 parcels (master), 98 lots (R-1), 8 lots (commercial)
Property Owner:	STACK Farmington Land / Wasatch Properties
Applicant:	Trevor Evans/STACK

Request: *The applicant and staff are looking to introduce the R1 subdivision and Stack Commercial Subdivision as they relate to requested changes in the North Farmington Station PMP/DA. Input from the public hearing and commission will help direct the documentation brought back at a future meeting for consideration.*

Background Information

The Planning Commission was introduced to the Master Plan and R1 development in May of this year. Since that time, some changes have occurred which require consideration of additional modification to the North Farmington Station PMP/DA. Additionally, as work on the Shepard Lane interchange at I-15 progresses, Stack has begun receiving more interest on the commercial portion of the property so they want to start looking at the high-level details relating to that development.

With that, this report addresses 3 separate agenda items under consideration by the Planning Commission as they all belong to the same applicant and relate to one another as part of the North Farmington Station plan.

PROJECT MASTER PLAN AND DEVELOPMENT AGREEMENT

In 2020, STACK Real Estate entered into a development agreement with the City, planning approximately 143 acres in the North Farmington Station Project Master Plan (PMP-2-20). This original agreement is included with this report for reference. The agreement set some high-level expectations as to how the property would develop, granting certain assurances for both the developer and Farmington City.

Among other items, the agreement specifically grants the property owner the right to develop residential uses with the OMU zoning district. To ensure residential doesn't overtake other desired elements of the vision for the area, specific areas were set aside where residential may be included and the agreement outlines that residential development may only proceed at a ratio of 3 acres for every 1 acre of office. However, the yellow area on the attached PMP Land Use Map is entitled to start residential development at any time (this is the R1 project area). Similarly, the orange mixed-use property furthest south between Maker Way, Innovator Drive, and fronting Burke Lane is allowed to

construct residential units at any time. In 2021-2022, the Commission and Council reviewed and approved Canopy Square by Wasatch Development on this orange area. It is worth noting that part of the proposed changes to the PMP/DA related to the Wasatch property (RW) are to make the North Farmington Station PMP consistent with the approvals given for that site.

With the Wasatch piece having received its initial entitlements for residential development, if R1 receives approval and begins construction, the 3:1 ratio will then come into effect for future projects and, according to the unamended DA, at least 1-acre of office use must have a building permit application prior to any more residential development.

While the R-1 and Stack Commercial Subdivision or generally consistent with the existing entitlements and agreements in place with the city, there are clarifying details related to how those areas may be developed. Similarly, there are elements requested for consideration throughout the North Farmington Station Area to consider.

While the planning of this area has been ongoing for many years and many hearings have previously taken place, as it has been several months since this has been before the commission. As such, staff is suggesting that the Planning Commission consider the changes requested by the applicant and table a formal recommendation on the application while providing staff direction to implement ideas and direction from the public hearing and planning commission discussion in the form of an amended development agreement for further consideration at a future meeting.

Like a new agreement, amendments to an agreement are a legislative function and grant the city discretion as to whether or not to approve any changes. Both parties need to be okay with any changes before the amended agreement would take effect.

Following is a list of key topics the applicant is seeking to be addressed.

- timing of residential vs non-residential uses
- size of office allowed south of the creek (similar total amount of office spread over smaller buildings)
- allowance of drive through windows on some of the retail sites.
- amount of retail required in mixed use area.
- R1 option for townhomes (for sale) or apartments ... different height allowances

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

1. Replacement of existing land use tables shown currently in Exhibit "B" shall be replaced with Exhibit "D", Exhibit E, and Exhibit F (Supplemental Information #s 4, 5, and 6).
2. Building heights – Section 5a – Clarifies the height limit for the R1 area granting an option Maintaining 200 ft. of 2 story buildings to the west before transitioning to higher structures if rental units are pursued, with an option of increasing in height faster if for sale townhome units are built instead. Other height limits are clarified as they relate to specific parcels from Exhibit "D" where notably additional height is proposed in the core area to ensure the ability to meet minimum density requirements for this area due to the HTRZ status of the property. The proposed changes would also allow offices south of the creek to be shorter. The intent of the reduced office height is to allow smaller buildings but a similar total square footage of office.
3. Updating land uses – Section 5b – This section would amend the PMP/DA to include specific development parcels and their allowed uses including a required minimum amount of commercial square footage. The requirement to have a commercial building permit in place has been restored in this version.
4. Office/Residential Ratio – Section 5c – this section effectively replaces the ratio language in the original agreement with the land use map in SI #4, also known as Exhibit "D". Combined with the building height updates, this change also allows for the consideration of smaller office buildings on parcels O5 through O10.
5. Allowance of Drive Through use – With additional detail as to how the retail/commercial lots may develop, specific lots or pads have been identified where the ability to include a drive through window are being requested. Actual design of these sites would come at a future time.
6. Parcel dedication – new section 5I – Parcel A3 on Exhibit "D" will be dedicated to the City for stormwater detention and public use as. The City shall dedicate the same acreage to R1 for a more efficient project area.

MASTER PLAN/PLAT

The North Station Master Plat and accompanying land uses total 113 acres: 62 non-residential (55%) and 51 residential (45%) The remaining acreage in the area is included in roadways or public space.

The breakdown of parcels found in the Master Plat is as follows

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

The Master Plat merely established Parcels, not buildable lots. When each parcel is ready for development in the future, it will require a new plat and specific project review. Example: The Master Plat creates the R1 parcel, the R1 Subdivision plat deals with the project specifics. Similarly, some of the commercial parcels are being looked at more specifically with the Stack Commercial Subdivision.

The idea of recording a Master Plat for the large area is very beneficial moving forward to ensure survey work in the area is consistent. This will enable the clean up of right of way and make future development less susceptible to error with property boundaries.

R1 SUBDIVISION

When brought before the Planning Commission in May, the site plan for parcel R1 showed 135 apartment units and 33 townhome units. In this concept, a pair of 2-story apartment buildings were closest to the trail. The current agreement simply states that development in the yellow area must have a 2-story element near the trail. The original R1 proposal mimics what was approved for The Trail, the project to the south which has a 200 ft. buffer distance where height is restricted.

Based on interest from the Planning Commission in seeing more for sale housing, the developer is currently proposing an alternative option which would include 197 townhomes units and one 50-unit apartment building. This includes a single row of 2 story townhomes near the trail and 3 story structures begin sooner in the form of 3 story townhomes.

In both scenarios, the townhome units are broken down into individual parcels which may allow for owner occupancy. There are 20 less units in the heavier townhome scenario.

Apart from interest in owner occupancy, the Planning Commission had expressed concerns at the previous meeting about 3 story elements near the trail. The live/work units along North Station Lane (950 North) remain as originally proposed, however the southernmost townhomes are planned as 2 story buildings. The live/work units are part of the red area from the original agreement so are not currently limited in height like the yellow area. The Commission should indicate whether or not it feels the live work satisfies the commercial desire of the original agreement or recommend the changes proposed in the amended agreement which accommodate this use.

The applicant has provided an exhibit to speak to other items previously mentioned by the Planning Commission during the hearing in May. (See Supplemental Items #12.)

If not addressed by the proposed amendments to the development agreement listed in the previous section – more could be added to said agreement or a separate or supplemental DA could be considered by the City Council to include certain deviations to Title 11, Chapter 18 Mixed Use Zones.

STACK COMMERCIAL SUBDIVISION

This is the first look the Commission has had at the commercial subdivision. This is the northern area of Stack's property nearest the new interchange at Shepard Lane and I-15. While Exhibit "E" shows a fair amount of detail, it has been created to help understand how stores would likely situate on each property. The applicant is in talks with a number of interested parties, but specifics would come at a

future date with site plan reviews as to how each will actually develop. A summary of the applicant's vision for this area is to include some more auto-oriented and suburban type uses north of 950 North with the more urban and pedestrian-oriented uses south of 950 north street.

For now, because of the large demand for drive through windows on stores, particularly for food users, the applicant is showing where they would like to have permission to propose a drive through. This is identified within the proposed language for the Amendment to the Development Agreement. Consideration of the subdivision may require some flexibility to the Regulating Plan for the area with deals with block size and road patterns.

Suggested Motion

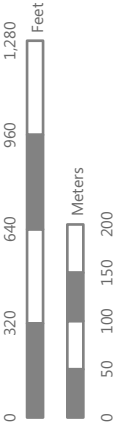
Move that the Planning Commission table a decision on the PMP/DA, Master Plat, R1 Subdivision, and Stack Commercial Subdivision allowing staff and the applicant to bring an Amended Development Agreement in a complete form addressing taking into consideration comments from the Planning Commission and public received at this meeting.

Supplemental Information

1. Vicinity Map
2. Master Context Plan
3. Farmington Station PMP Land Use Map (existing)
4. Exhibit "D" – proposed Land Use Map for PMP/DA
5. North Farmington Station Development Agreement (existing)
6. Exhibit "B", including North Farmington Station PMP Land Use Map (existing)
7. Proposed amendments to North Farmington Station Development Agreement
8. North Station Master Plat
9. Exhibit "E" – Commercial Phase 1
10. Commercial Plat
11. Exhibit "F" – R1 Height Options
12. Summary of R1 Subdivision Updates
13. Previous R1 concept
14. R1 Schematic Site Plan including elevations and landscape plan



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
STACK PMP AREA



06/11/2024



A1 SCOPE MASTER SITE PLAN



300 WEST PEARL AVENUE
SALT LAKE CITY, UTAH 84101
801.532.4422

THIS IS A PRELIMINARY PLAN AND SHOULD NOT BE USED FOR CONSTRUCTION. IT IS SUBJECT TO CHANGE WITHOUT NOTICE AND WITHOUT LIABILITY TO METHOD.

NOT FOR CONSTRUCTION

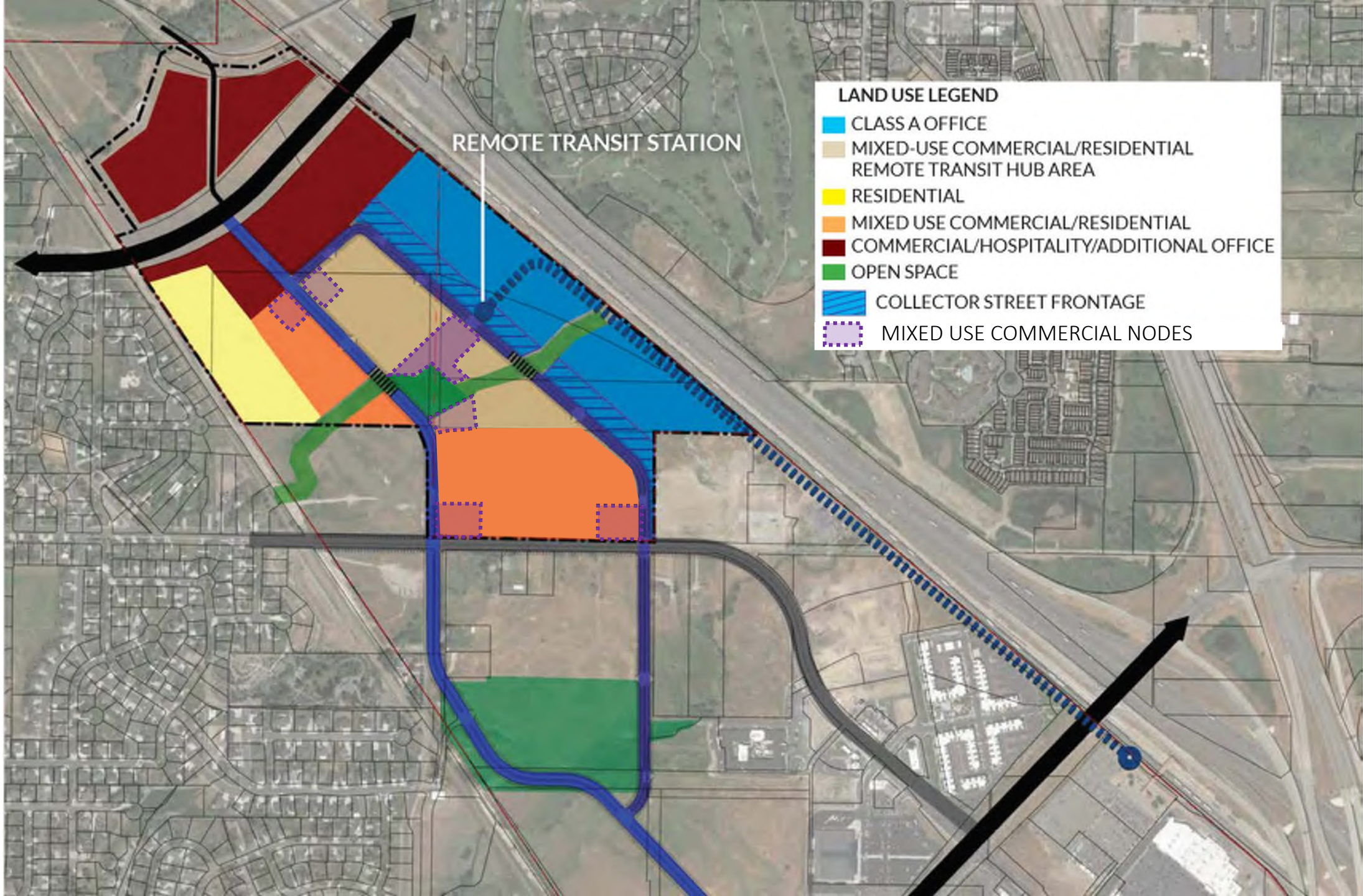
THIS PROJECT IS THE PROPERTY OF METHOD AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF METHOD.

project:
**NORTH
STATION R1 -
DEVELOPMENT**

project: 22-000
date: 05/2024
revisions:

title:
**Master Context
Plan**

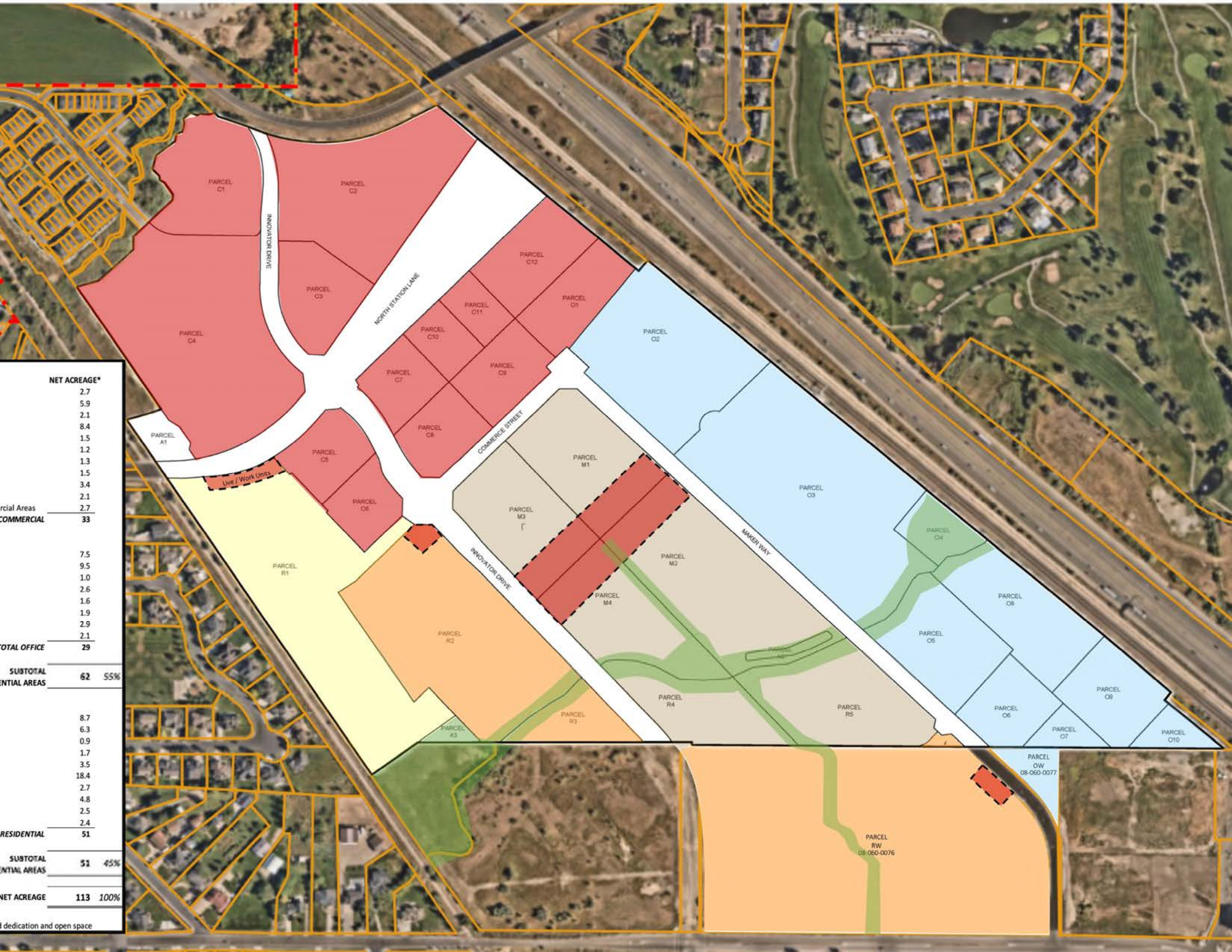
sheet:
SK-02.0



LAND USE LEGEND

- CLASS A OFFICE
- MIXED-USE COMMERCIAL/RESIDENTIAL
REMOTE TRANSIT HUB AREA
- RESIDENTIAL
- MIXED USE COMMERCIAL/RESIDENTIAL
- COMMERCIAL/HOSPITALITY/ADDITIONAL OFFICE
- OPEN SPACE
- COLLECTOR STREET FRONTAGE
- MIXED USE COMMERCIAL NODES

REMOTE TRANSIT STATION



NET ACREAGE*	
2.7	
5.9	
2.1	
8.4	
1.5	
1.2	
1.3	
1.5	
3.4	
2.1	
2.7	
COMMERCIAL	33
7.5	
9.5	
1.0	
2.6	
1.6	
1.9	
2.9	
2.1	
TOTAL OFFICE	29
SUBTOTAL COMMERCIAL AND OFFICE AREAS	62 55%
8.7	
6.3	
0.9	
1.7	
3.5	
18.4	
2.7	
4.8	
2.5	
2.4	
RESIDENTIAL	51
SUBTOTAL RESIDENTIAL AREAS	51 45%
NET ACREAGE	113 100%

dedication and open space

DEVELOPMENT AGREEMENT
FOR
NORTH FARMINGTON STATION

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of the 4th day of December 2020 by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **STACK FARMINGTON LAND, LLC**, a Utah limited liability company and **WASATCH FARMINGTON HOLDINGS, LLC**, a Utah limited liability company hereinafter referred to, collectively with their respective assignees, as "Developer."

RECITALS:

A. Developer owns or has the right to acquire approximately 128 acres of land, and the City and others own the remaining land, within the boundary set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property"). Developer desires to develop the Property pursuant to the City's Land Use Master Plan and the City's Ordinances, as a Class A office park and S.M.A.R.T (Sustainable, Mixed Use, Attractive, Realistic, Transit-Oriented) community including office, multi-family apartments, and supporting retail and complementary uses, to be known as "North Farmington Station". The parties desire to create an office park which utilizes high quality fixtures and amenities consistent with other projects built by Developer in the local market, with commercial and residential development of the same standard.

B. The Developer has pursued two separate applications before the Planning Commission for the Property represented as North Farmington Station East and North Farmington Station West. The two PMP applications have been combined for consideration by the City Council in one application for approval of North Farmington Station.

C. On October 20, 2020, the City approved a Project Master Plan (the "PMP") for the Property in accordance with Chapter 18 of the City's zoning ordinance. The approved PMP is attached hereto as **Exhibit "B"** and incorporated herein by reference. The purposes of the PMP include, among other things, the establishment of uses and minimum building heights applicable to the respective areas of the Property, as set forth in the PMP, although the PMP is not intended to enable future development of the Property without final subdivision and site plan approval with respect to each phase.

D. The Property is subject to the City's Laws, including without limitation Section 11-18-140 of the City's zoning ordinance, pursuant to which this Agreement may control over certain provisions of the City's Laws with respect to the matters set forth herein.

E. Persons and entities hereafter developing the Property or any portions of the Property shall accomplish such development in accordance with the City's Laws and the provisions set forth in this Agreement.

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

AGREEMENT

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

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

2. **Definitions.** In addition to the other capitalized terms defined elsewhere in this Agreement, the following terms shall have the respective meanings indicated below:

a. "City's Laws" means, collectively, all City ordinances, rules and regulations, including the provisions of the City's General Plan, the City's zoning and subdivision ordinances, the City's engineering development standards and specifications, and any permits issued by the City pursuant to the foregoing ordinances and regulations.

b. "Effective Date" means the latter of (i) the date of this Agreement set forth in the introductory paragraph hereof, or (ii) the first date that the Developer acquires fee title to the parcels of real property listed in Section 3.

i. Notwithstanding the foregoing, this Agreement shall be effective as a contract between the parties on the date of execution of the last party to sign. Provisions relating to development at the Property shall become effective per Section 3 and Section 2 (b) (ii) as herein defined.

3. **Effectiveness.** This Agreement, including the PMP, shall apply to and govern the development of the Property, which consists of the following respective parcels (as identified pursuant to a Davis County Assessor property search): Parcel ID 08-058-0020, 08-058-0016, 08-060-0026, 08-060-0003, 08-057-0015, 08-057-0053, and 08-057-0064. If Developer fails to acquire fee title to all of the foregoing parcels, this Agreement become null and void and all provisions governing future development of the Property shall be of no effect. It is anticipated Developer will acquire a portion or remnant of parcel number 08-057-0046, which shall also be included in the Property. The anticipated acquisition of this parcel is not a condition precedent to this Agreement. However, in the event the remnant is not acquired by Developer, the approved PMP and this Agreement will require amendment as this parcel is within the PMP. The Parties acknowledge that a corresponding amendment has not been approved and that the City cannot commit to approve such an amendment.

4. Alternative Approval Process. The City has held all public hearings necessary for, and has approved the PMP. Developer and/or Developer's successors and assigns may from time to time apply to develop any phase of North Farmington Station greater than two and a half (2.5) acres in size in accordance with an alternative approval process as set forth in section of 11-18-140 of the City's zoning ordinance

5. Uses of the Property. The uses of the Property and the respective areas of the Property designated for each such use shall be as set forth in the PMP. Specific development standards and processing requirements shall be as follows:

a. Building Height Limits. Building heights shall be regulated per the PMP, except that the maximum building height is four stories in that part of the orange area as shown in the PMP (Mixed Use Commercial/Residential) abutting Commerce Drive, which orange area is by Spring Creek, and those buildings in the yellow (Residential) area as shown in the PMP shall have a two-story element next and/or closest to the UTA DRG&W trail right-of-way, and those buildings in the tan (Mixed-Use Commercial/Residential Remote Transit HUB) areas north of Spring Creek shall have a maximum building height of seven stories, and as referenced in paragraph c., below.

b. Residential Uses. Residential uses may be allowed in the tan (Mixed-Use Commercial/Residential Remote Transit HUB), yellow and orange areas as shown in the PMP upon review and City approval of conforming land use applications, prepared by the Developer, which shall include building elevations, as part of the City's normal Development Plan Review Process. Residential uses shall be prohibited in the red (Mixed Use Commercial/Additional Office) and blue (Class A Office) areas as shown in the PMP, except as may otherwise be provided in an amended PMP.

c. Office to Residential Acreage Ratio. In the event the Developer receives approval by the City as set forth in paragraph 5.b above, Developer shall be permitted to proceed with construction upon final approval for the multi-family residential product, shown in orange in the PMP and located along Burke Lane, and, as shown in Yellow in the PMP. The residential uses in yellow shall be subject to maximum height limitation of 36 feet. The remainder of the residential development in the PMP will not be considered for approval until the first office building is under construction in the blue or red area. Once the first office building is under construction in the blue or red area, the remaining residential, if approved, shall be permitted at a ratio of 3 acres of residential (in the orange and/or tan areas) for every 1 acre of office. The Developer shall submit plans for, and process to completion a building permit application for the first office building on or before December 31, 2023; notwithstanding this, the Developer must obtain site plan and building permit approval and commence construction of the first office building in the blue area, with floor plans no less than a 25,000 square foot footprint, no later than one month after the latter of (i) signing a lease or aggregate of leases of 50% or more of the square footage of the first office building and (ii) receiving construction financing.

d. Energy Efficiency. All office buildings in the Property will be constructed in a manner generally consistent with LEED Silver standards, Energy Star standards, and

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

e. Spring Creek Trail. The Spring Creek Trail system as shown in the PMP shall be sequentially completed as the abutting properties develop unless otherwise required as part of the subdivision/site plan review process.

f. Infrastructure Requirements. All public infrastructure shall be constructed in strict accordance with the City's Standards and Specifications for Public Improvements and the City's Laws.

g. CAMP. Common Area Management Plans for the Property shall be approved by the City at the time final site plans are approved for portions of the Property. Those plans shall include, at a minimum, provisions for the maintenance and upkeep of private streets and common areas, snow removal and location, use and maintenance of common and/or shared access points.

h. Amenities. All amenities associated with the residential development and all architectural materials utilized throughout the project shall be of a quality and standard fitting for a Class A Office and a top quality mixed use development.

i. Vesting. Throughout the term of this Agreement, the Property shall be regulated per Title 11, Chapter 18, specifically Section 11-18-050 and Section 11-18-060 attached hereto as Exhibit "C" of Farmington City's code, as such Chapter reads as of the Effective Date and is incorporated herein by this reference; provided that, without limiting Developer's right to submit petitions or applications under Section 11-18-140 of the City's zoning ordinance, the provisions of this Agreement and the PMP shall control in the case of any conflict with such Chapter.

j. Regulating Plan Amendment. The City agrees to process to completion an amendment to the Regulating Plan for all Principal Streets as shown on the PMP, which amendment shall be effective no later than the date that is ninety days after the Effective Date. The Amendment of the Regulating Plan relating to non-principal streets will be considered by the City as part of the further development plan review process for site plans or subdivisions.

k. Office Park Design. Class A Office site plans within the blue area of the PMP shall be designed and approved in such a way to accommodate infill buildings and/or parking structures in the future.

6. Assignment. Developer shall not assign this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

7. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended,

or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Developer: STACK Real Estate, LLC
Attn: Andrew Bybee or Trevor Evans
2801 North Thanksgiving Way, Ste. 100
Lehi, Utah 84043

To the City Farmington City
Attn: City Manager
160 South Main Street
Farmington, Utah 84025-0160

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

9. **Construction.** Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa, as the context may require. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein. Use of the word "including" shall mean "including but not limited to", "including without limitation", or words of similar import.

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

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

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

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

14. **Term.** This Agreement shall become effective upon the Effective Date and shall continue in full force and effect from such date until the date that is thirty (30) years after the

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

15. **Termination.** Notwithstanding the foregoing, if Developer has not commenced development activities on the Property within five (5) years after the Major Public Streets, as defined in the Agreement for the Development of Land between the parties to this Agreement and the Redevelopment Agency of Farmington City are completed, the City may request Developer to provide the City with reasonable plans and assurances that Developer will develop the Property in accordance with this Agreement. In such event, Developer shall have 120 days after receiving such request from the City to provide the City with such information. If Developer fails to respond to such request within such time period, or responds within such time period with plans and assurances that are unacceptable to the City in the City's reasonable discretion, the City may terminate this Agreement by giving written notice to Developer within sixty (60) days following the termination of the 120-day response period described above.

16. **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.

17. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto. The parties acknowledge that Developer intends to acquire additional parcels of real property located adjacent to or near the Property, and the parties desire that Developer develop such additional parcels of Property pursuant to this Agreement to facilitate the consistency of the development of the Property and such additional parcels. Accordingly, and subject to any required PMP approvals which may be required, the parties agree to amend this Agreement to include within the scope and definition of the "Property" hereunder any additional parcels of real property acquired by Developer or its affiliates within the area of the City bounded by Shepard Lane on the north/northwest, Interstate 15 on the northeast, Park Lane on the southeast, and the Denver and Rio Grande Western Rail Trail on the southwest.

EXHIBIT "B"

STACK
REAL ESTATE



PSOMAS

NORTH FARMINGTON STATION
Project Master Plan (PMP)

JULY 1, 2020

July 1, 2020

To the Farmington City Mayor, City Council, Planning Commission

In Care of Mr. David Peterson, Community Development Director

Farmington City Hall

160 South Main Street

Farmington City, Utah 84025

Re: North Farmington Station
STACK Real Estate Project Master Plan Submittal

We are pleased to submit our Project Master Plan (PMP) for the North Farmington Station to Farmington City. Accompanying this, you will find our complete PMP Submission along with our Petitions for Rezoning and Alternative to the Approval Process (Section 140). We are excited to be partnering with Farmington City in taking the next steps forward in bringing the long-envisioned North Farmington Transit Oriented Development to fruition. We believe that this Project Master Plan is possible due to the foresight of the City to recognize the importance of this district and to bring forth the tools needed to bring it to pass in terms of City Planning and City Engineering and City Vision.

We have assembled a Development Team to work with Farmington City that is absolutely invested in the same long-term vision:

STACK Real Estate has developed millions of square feet of Transit Oriented property all along the Wasatch Front including the Thanksgiving Point, Lehi, Transit Station District and the South Jordan Transit Station District, along with ongoing future developments all along the state's transit corridor.

Architectural Nexus has been involved with the Farmington City team in establishing the roots of what the district is growing into with their planning and design work at Sharon Park along with continuing planning and design work with TOD sites through-out the region.

We had the opportunity to visit Transit Oriented Development, along with Farmington City Officials, in Denver as a Public & Private Team to see some examples of what is happening along Denver's transit corridor, particularly at the Transit Stations. We were able to draw comparisons between what we had seen in Colorado and the many examples of Transit Oriented Development around the country. That said, we were also able to discuss the unique attributes of the North Farmington Station District and the applications that will make this a truly exceptional place. We are pleased that Farmington City has captured the vision and truly understands the importance of creating Transit Oriented Development that embraces the idea of creating an unquestionably spectacular place.

In order to do all of this, we have been genuinely fortunate to have been able to capture control of enough property to really do this right - that is over 120 acres. Our PMP brings with it the ability to completely ignore the "historic" property lines and to take the majority of the remaining area in the Mixed-Use District and to develop it in partnership with Farmington City into the fulfillment of an extraordinary vision. That is bringing Transit Oriented Development to the level that it should be. This PMP brings the intensity of a Class A Tech Office/Employment Center with one million square feet of office use along with a sustainably connected and walkable neighborhood residential development that is the proven next step in capturing the essence of what North Farmington Station should be. All of this, includes bringing the street and trail network completely thru the area and developing a permanent connection to the UTA station that is already established.

We would be remiss if we did not mention our appreciation to the many Members of the City's team who have worked with us to this point and look forward to a long and rewarding experience together. And, we are genuinely appreciative of you and your efforts in working with us and pledge to do our utmost to continue the cooperative teaming relationship that we have established.

Sincerely,



Nathan Ricks
Owner
STACK Real Estate



Andrew Bybee
Owner
STACK Real Estate



Trevor Evans
VP, Development
STACK Real Estate



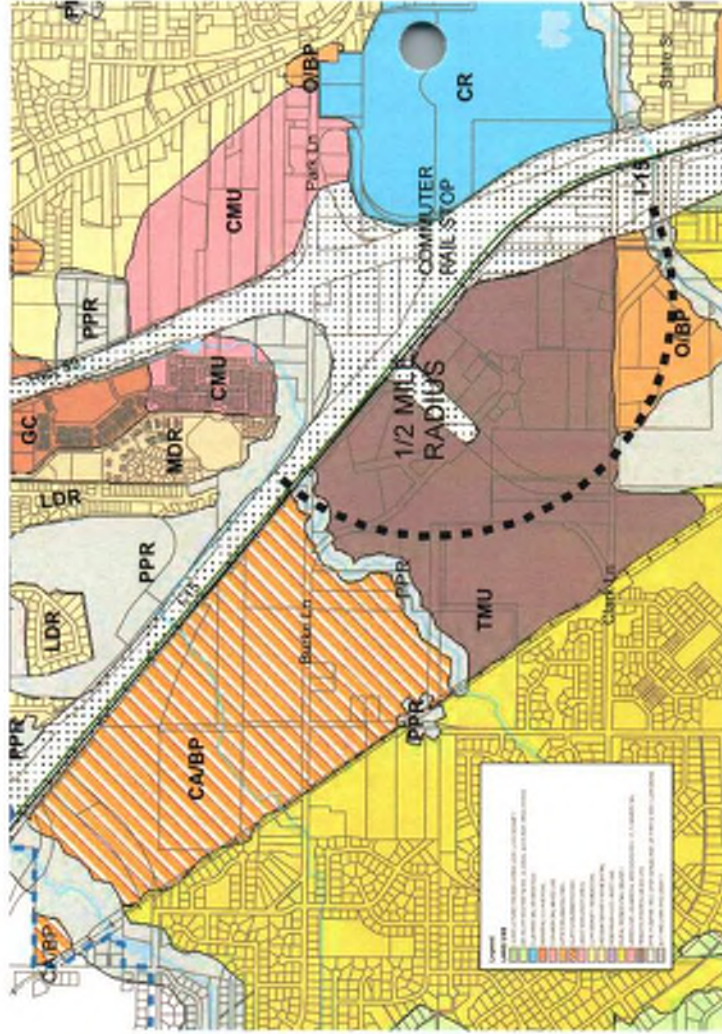
Doug Thimm, AIA
Senior Principal
Arch|Nexus



David Abraham, AIA
Principal
Arch|Nexus

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GENERAL LAND USE PLAN FARMINGTON CITY

PROJECT MASTER PLAN NARRATIVE

PURPOSE

The Mixed-Use Districts Zoning Ordinance (Farmington City Zoning Regulations Chapter 18) establishes development standards and guidelines that are enacted to provide and encourage a compatible mix of uses, rather than a separation of uses, that is consistent with the objectives of the Farmington City General Plan. Flexibility in design and the uses allowed is provided to encourage a diversity of uses that can respond to market forces while being consistent with a design that promotes a transit and pedestrian oriented pattern of development.

The Farmington City General Plan establishes this as a "Class A Business Park".

We agree with this and are supportive of the City's intent to bring the CMU Zoning to this area, along with developing this as a true Transit Oriented District.



FARMINGTON ZONING MAP



PROPOSED REZONE MAP

-  PROPERTY TO BE REZONED BY DEVELOPER
-  60' ZONE - 60' 0" EACH SIDE OF CENTERLINE OF CREEK AS COORDINATED BY FARMINGTON CITY
-  OMU Zone

The intent of this PMP is to petition for OMU Zoning for the entirety of the area included within the PMP, which is not now already zoned as OMU:

Office Mixed Use District (OMU): The OMU district is intended to be primarily office and commercial. It includes commercial uses appropriate for high visibility locations such as general office, campus uses, and employment centers near collector or arterial streets. The purpose of the district is to encourage office uses in general, allow for a higher intensity of commercial uses than in the RMU, spatially define streets, encourage higher site and building standards, and create an attractive pedestrian environment. Uses that are incompatible with this purpose, including auto related uses, such as repair shops, and industrial uses are not allowed.

REZONE PETITION

The majority of this property has already been rezoned as OMU with the remainder to be rezoned to OMU and OS (Open Space) as indicated in the Proposed Rezone Map, from the existing Agricultural (A) Zoning

OBJECTIVES OF THIS TRANSIT ORIENTED PMP:

The objectives of this PMP is to align with the Vision and Purpose of Farmington City and the Development team. This is a TOD site and with that goes the ability to bring forth the precepts of successful Transit Oriented Development.

A. Create an exciting destination

This PMP is all about creating an exciting destination. And, actually this District has already established itself as a Regional Destination. The land area of this PMP fosters the continuance of a vital TOD Site. Care is being taken to create a vibrant and well-connected community featuring employment opportunities along with the necessary residential units to support this type of development, as well as providing usable open space environments and commercial venues intended to draw people from other areas.

B. Create a complete community

This Mixed-Use Transit Oriented PMP fosters a healthy, walkable and sustainable district, which knits into the community neighborhood fabric providing commerce (restaurant and retail opportunities) along with public open space for both passive and active use.

C. Provide community assets

This PMP embraces the community with open space amenities along with setting aside land for natural Crossside areas and trail systems including Transit Connectors and access to other site amenities intended for the use of residents and visitors.

D. Promote quality urban design

Our vision is that of continuing the development of a "Great Place" with a sensitive urban solution to land use, integrating complete streets and a pedestrian/bike network including generous landscaping based on an indigenous planting material palette along with high quality and sustainable architecture. The plan incorporates a town square plaza and park areas as part of the urban core providing a visible and convenient place for gatherings and activities.

E. Connect the site to the city and region

This PMP intentionally establishes a safe and healthy solution for residents and office users to circulate throughout the district via an urban street network and connecting pedestrian/bike pathways. The connectiveness of the urban plan provides for accommodation for transit users connecting to the FrontRunner and bus transit options via a direct shuttle between Remote Transit Station at the Village Core and UTA FrontRunner Station.

F. Promote the City's heritage

The architectural language of the project is intended to be composition of buildings expressing the heritage of Farmington including materiality and proportion of building size and scale as provided for in the precedent imagery, while also being composed of sustainable contemporary elements. Of course, there will be different scales of development throughout the site that will serve to establish a contextual randomness of character. The materials will include Farmington Rock, brick, concrete, metal panel, weathering steel, wood, along with limited amounts of stone and cement siding. The buildings themselves will be designed with the traditional elements of defined bottom/viewport elements of composition.

The employment center office area will be amenitized by active and passive areas and uses that support the workforce that will live, work, and play at North Farmington Station. Open space and connections will be included connecting the office areas to the rest of the site.

DESCRIPTION OF LAND USE CONCEPTS

The Land Uses included within this Project Master Plan (PMP) are thoughtfully planned with the intention of continued growth of the Transit Oriented Development (TOD) that began with Station Park and has continued to this point. The Land Uses are compatible with both the Farmington City General Plan and the CMJ District. The uses include:

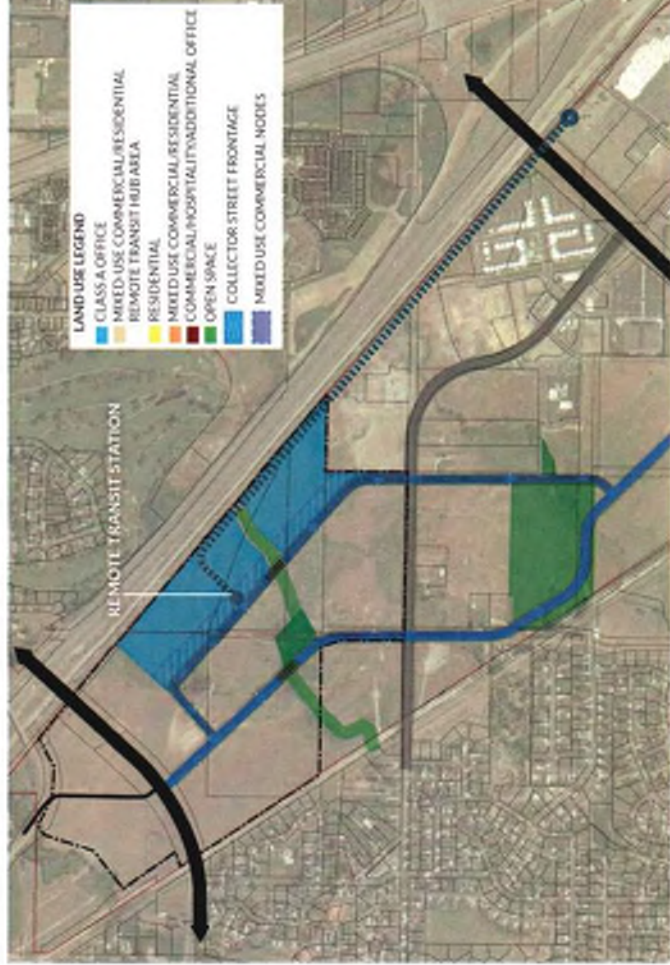
- Class A Office
- Commercial/Hospitality/Additional Office
- Mixed-Use Commercial/Residential
- Mixed-Use Commercial/Residential Remote Transit Hub Area
- Residential
- Open Space

Use	Approx. Acres
Class A Office	31
Commercial/Hospitality/Additional Office	32
Subtotal Mixed Use & Non Residential Use Area	63
Mixed-Use Commercial/Residential	35
Mixed-Use Commercial/Residential Remote Transit Hub Area	15
Residential	36
Subtotal Mixed-Use & Residential Use Area	52
Total	113

Note: Conceptual Land Use Areas are approximate and subject to confirm based on an ALTA survey

Roads	OPEN SPACE WILL BE COMPLIANT WITH CMJ ZONING (Sec 11.18.060)
Open Space	This includes 6 acres of outside open space

The Planned Uses are intended to create a healthy and walkable continuation of the District in development of continuity and purpose of placement, in developing a fabric of synergistic elements. The master planning has worked within the framework of Farmington City's Mixed-Use Districts Zoning Ordinance and the City's General Plan. The basic premise is creating a holistic solution in proactive development of:



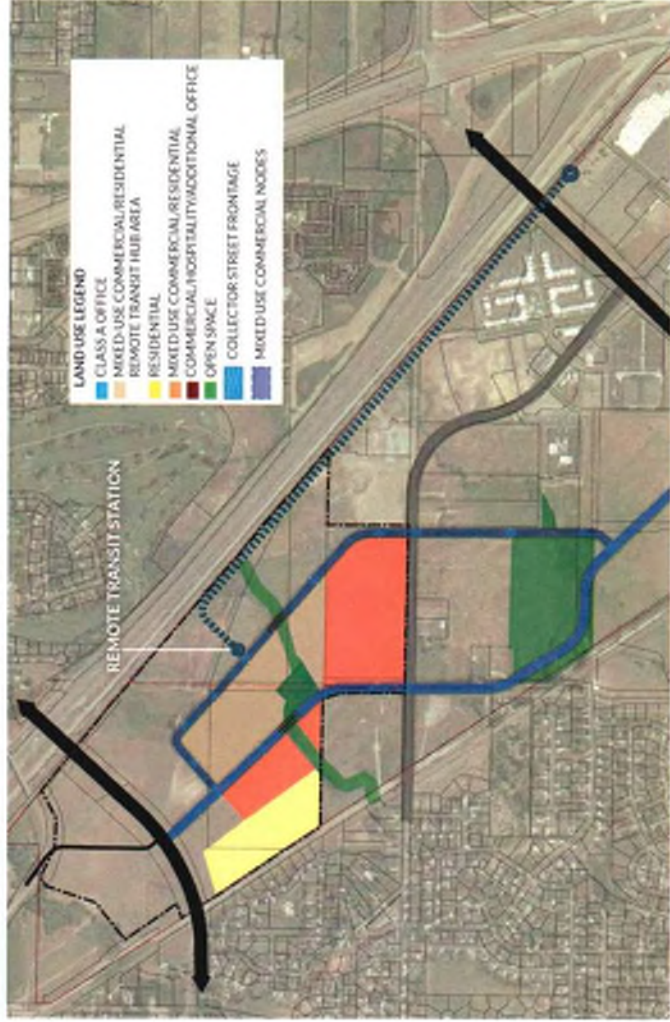
CLASS A OFFICE

Class A Office Employment Opportunities that are, by visual necessity, located along the Interstate 15 frontage and take advantage of a new Remote Transit Station that is intended to extend Farmington UTA FrontRunner Station's reach into the core of a Class A "Isch Corners" Office Development. Situating this at a transportation station will cause vitality and will provide Farmington City with a sustainable district for decades to come.



COMMERCIAL/HOSPITALITY/ADDITIONAL OFFICE

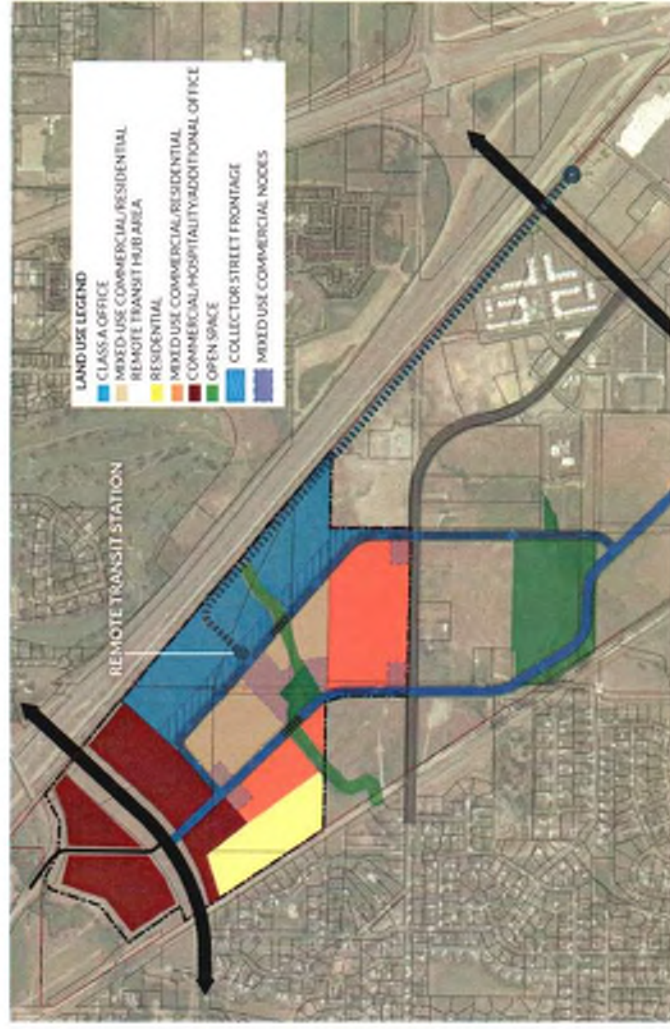
Commercial/Hospitality/Additional Office is a logical extension of Transit Oriented Development. Miscellaneous support commercial uses provide for the establishment of the services and needs that are essential to the district. Of specific note with respect to the business of doing business in a Class A Office environment is the establishment of hotel accommodations, professional office opportunities, multi-story self-storage, neighborhood services, and additional Class A office per market demand.



MIXED-USE COMMERCIAL/RESIDENTIAL AND RESIDENTIAL

Mixed Use Commercial/Residential is an absolute necessity to the sustainability and viability of the district. The inclusion of housing within a TOD is what brings the neighborhood vitality. This must be more than a "9-5 office park". To thrive, it must be a 24-7 community with real places for people to live. It will be important to provide for a variety of housing types that will appeal to people of differing needs and income levels. Commercial development is intended to enliven this part of the district and create a walkable complement to the regional draw of Station Park. The idea is to create the energy and life that results from having restaurants, shops, and services in close proximity to Class A Office and complementary to residential development. With this in mind, the residential offerings include:

- Mixed-Use Commercial/Residential/Remote Transit Hub Area
- Mixed Use Commercial/Residential
- Residential



LAND-USE PLAN

LAND USE DEVELOPMENT PARAMETERS

- The Class A Office Land Use area will be limited to office and parking structure uses only with the exception of the Principal Road Collector Street Frontage which may include Mixed Use Commercial/ Residential to screen structures or to create a Mixed-Use environment as indicated by the Land Use Plan.
- Building Heights by Land Use Area:
 - Class A Office: 5-Stories minimum
 - Mixed Use Commercial/Residential Remote Transit Hub Area: 3 Stories Minimum
 - Mixed Use Residential: 3 Stories Minimum
 - Commercial/Hospitality/Additional Office: Per Farmington Zoning, Title 11, Chapter 18
 - Residential: 38 feet maximum

PARKING STRATEGY

The City's Zoning Ordinance establishes the parking basis for Farmington City in Chapter 32. The minimum parking requirements are based on the Uses served:

- Office: 3 parking stalls per 1,000 sq ft of floor area
- Multifamily: 1.6 stalls per unit and .25 guest stalls per unit
- Commercial: 4 stalls per 1,000 sq ft of floor area
- Restaurants: 12 stalls per 1,000 sq ft of floor area

The City's Mixed-Use Ordinance Chapter 18 further defines the parking requirements for Transit Oriented Development, and minimizes the parking rate Transit Oriented Development based on proximity to the Transit Station. With the inclusion of the proposed location of the Remote Transit Station on this site, the minimum parking ratios are significantly reduced:

	Within 1/8 Mile Of Transit Station	Within 1/4 Mile Of Transit Station	Within 1/2 Mile Of Transit Station
Office	50%	40%	25%
Retail/Commercial	50%	40%	25%
Residential	40%	25%	15%
Civic/Public	50%	40%	25%

It is important to have the right amount of parking for the uses within the PMP. Proper planning should preclude both not enough parking as well as too much parking. The Zoning Ordinance provides for reductions based on shared parking analysis that may be implemented in order to take advantage of complementary uses for further reduction. The fulfillment of this PMP will include a parking study and shared parking analysis if any further reduction to the required parking is to be implemented on a project specific basis. The actual parking that will be provided will be within these parameters as a minimum, with the caveat that the market and the needs of the particular user will drive the final number of stalls provided.

EXISTING CONDITIONS AND NARRATIVE

The existing conditions of the PMP area are primarily that of properties that have been under the ownership of multiple owners over the years. The property is now vacant; however, in years past, the usable portions have been utilized for both farming and pasturing. In addition to the "usable land", Spring Creek passes thru the land from east to west and there are some associated wetlands that have been identified throughout the property. Also, there are some underground utilities in areas of the property and overhead power lines occur along the Interstate 15 frontage area. As development becomes imminent, the property will be fully surveyed and wetlands will be delineated in a proper fashion.



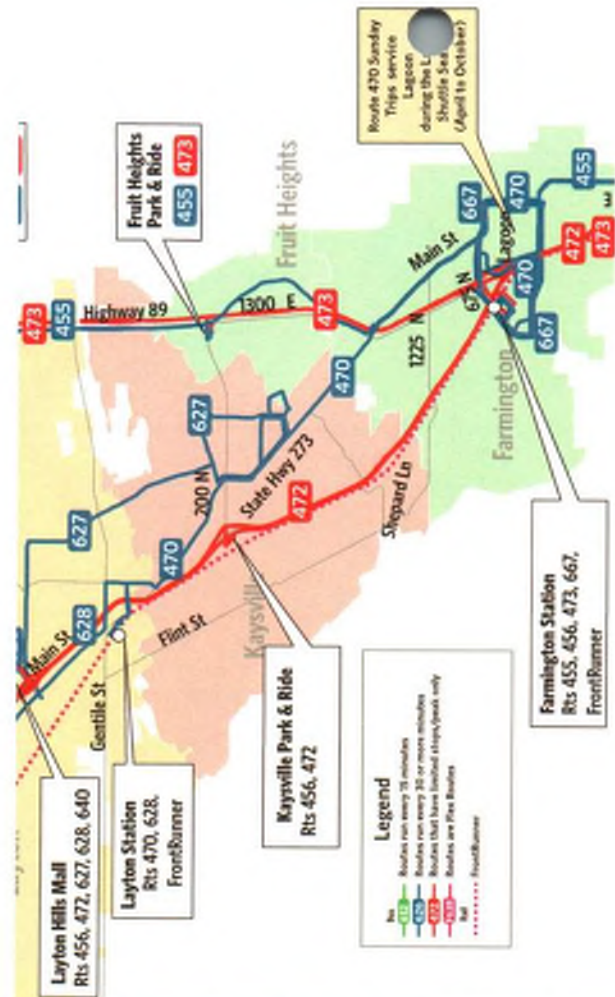
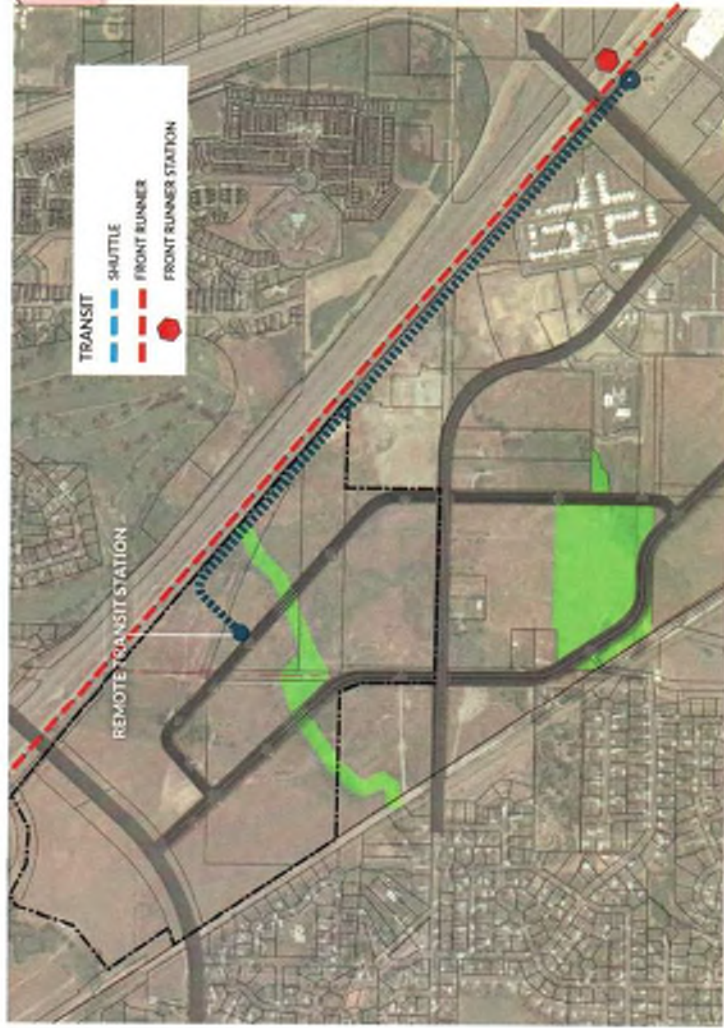
PUBLIC AND PRIVATE OPEN SPACE CONCEPT PLAN

ON-SITE AUTOMOBILE CIRCULATION



PEDESTRIAN AND BICYCLE CIRCULATION





© DAVIS & WEBER COUNTY SYSTEM MAP - RIDEUTACOM

TRANSIT CONNECTIONS

TRANSIT CONNECTIONS

SEQUENCE AND TIMING

The sequence of development actually begins with municipal improvements, some of which are underway and others, which are planned to start in the near (within 12 months) term. These include:

- Construction of Rights of Way including Burke Lane – now under construction.
- Development of the City's regional detention facility. This includes the placement of new storm water pipes extending to the north, which may serve (in part) the area of this PMP.
- Extension of the Central Davis sanitary sewer system, which may serve (in part) the area of this PMP.
- Public roadway construction
- Etc

The full development of the PMP will be a process that plays out over many years in multiple phases. Some of the work will begin and occur concurrently with the municipal improvements and some of which depend on municipal improvements to be completed, including:

- Property survey of the PMP area
- Delineation of any wetlands within the PMP area
- Subdivision plats including Right of Way dedications for city roads and utilities

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MEMORANDUM



Date: May 28, 2020
 To: Farmington City
 From: Hales Engineering
 Subject: Farmington Stack TOD TIS

This memorandum discusses the regulating plan submitted completed for the Farmington Stack TOD project. Included in this document is an analysis of the anticipated trips generated by the development, reductions to traffic based on internal capture, transit, and active transportation, and an analysis of the proposed roadway network.

Project Description

The proposed development is anticipated to contain the following land uses:

- Residential buildings
- Retail space
- Hospitality
- Gym/fitness center
- Grocery store
- Convenience market
- Office buildings
- Flex office space

These land uses were taken into consideration when estimating the number of trips that would be generated by the site.

Trip Generation

Trip generation for the development was calculated using trip generation rates published in the Institute of Transportation Engineers (ITE), Trip Generation, 10th Edition, 2017, and were modified with the adopted EPA methodology.

The trip generation for the proposed development by 2050 is as follows:

- Daily trips: 25,626
- Morning peak hour trips: 1,902
- Evening peak hour trips: 2,317

Mode Split

Because the project is a transit-oriented development, it was assumed that some conservative reductions could be made to reduce the number of trips generated by the site. A 7 percent transit reduction was made based on the development's proximity to the nearby FrontRunner station. This reduction was limited, however, by the fact that the project is located greater than a quarter of a mile away; however, the project is planning to provide a circulator shuttle to move people between the FrontRunner Station and the office buildings.

An alternative transportation mode reduction was also made because many trips will likely be made by people walking, biking, riding a scooter, etc. between the office buildings and the residential components etc. An estimate of 16 percent was utilized based on the EPA methodology.

Internal Capture

The mixed-use nature of the development also allows for reductions to trip generation. Because retail and office spaces are located in close proximity to denser housing, it is likely that many people will choose to walk within the development to work or to shop. A 16 percent internal capture reduction was made to the daily trips and an 18 percent reduction was made for peak hour trips, based on the EPA internal capture methodologies.

Roadway Network

Following completion and preliminary approval of the trip generation from the City, Hales Engineering will distribute trips from the project to the proposed roadway network, see Figure 1.

If you have any questions, please feel free to reach out to us.

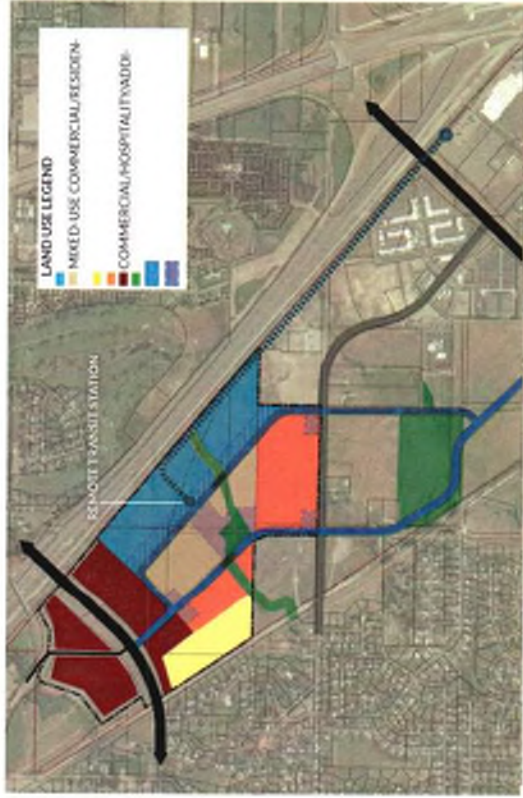


Figure 1: Proposed Roadway Layout

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SECTION 140 PETITION

Alternative Approval Process: Development Agreements (Section 11-18-140) Petition

The Farmington City Zoning Ordinance makes provision for an Alternative Approval Process: Development Agreements (Section 11-18-140). This makes provision for refinements to Chapter 18 of the Zoning Ordinance in conjunction with a Development Agreement as outlined by Section 11-18-140.

“Consideration and Approval Of Development Agreement: The development agreement shall be considered at the same time as the PMP and following the same approval process described in section 11-18-080 of this chapter. The criteria for review of a PMP and development agreement application by the Planning Commission and City Council shall consist of the following criteria in lieu of the criteria set forth in subsection 11-18-080 of this chapter:

Consistency with the Farmington City General Plan:

- 1. Compliance with applicable City codes, rules, regulations and standards applicable to the proposed PMP, except that uses and development standards specifically included in the development agreement may be different from those contained in the Farmington City ordinances;
 - 2. Consistency with any development standards determined by the City to be applicable to all development within the TOD Mixed Use District;
 - 3. Establishment of a mix of uses in locations that will promote and encourage the goals of the TOD Mixed Use District and be consistent with the objectives of section 11-18-050, “Uses”, of this chapter; and
 - 4. Establishment of circulation and transportation features sufficient to meet the requirements of section 11-18-040, “Regulating Plan”, of this chapter, to coordinate with articulated off-site circulation and transportation features and to further any applicable community wide transportation objectives.”
- The following items are included in this petition:

- The Permitted Residential Uses for the PMP as outlined in the Land Use Plan are to include:
 - Mixed-Use Commercial/Residential
 - Residential
- The Building Height requirements are to be as follows:
 - Interstate 15 Frontage/Class A Office – Minimum Height of 5 stories
 - Mixed-Use Commercial/Residential Transit Hub Area – Minimum Height of 3 stories
 - Mixed-Use Commercial/Residential – Minimum Height of 3 stories
 - Residential – Maximum Height 36 feet
- The Building Setback Requirements are to be as follows:
 - Interstate 15 Frontage will have NO REQUIREMENT for RFR
 - The Open Space Requirements are to be as follows:
 - Interstate 15 Frontage will require 10% Open space, which includes the Legacy Trail/Bus route lane width
- Regulating Plan Modification.

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In order to do all of this, we have been genuinely fortunate to have been able to capture control of enough property to really do this right – that is over 130 acres. Our PMP brings with it the ability to completely ignore the “historic” property lines and to take the majority of the remaining area in the Mixed-Use District and to develop it in partnership with Farmington City into the fulfillment of an extraordinary vision. That is bringing Transit Oriented Development to the level that it should be. This PMP brings the intensity of a Class A Tech Office/Employment Center with one million square feet of office use along with a sustainably connected and walkable neighborhood residential development that is the proven next step in capturing the essence of what North Farmington Station should be. All of this, includes bringing the street and trail network completely thru the area and developing a permanent connection to the UTA station that is already established.

We would be remiss if we did not mention our appreciation to the many Members of the City’s team who have worked with us to this point and look forward to a long and rewarding experience together. And, we are genuinely appreciative of you and your efforts in working with us and pledge to do our utmost to continue the cooperative learning relationship that we have established.

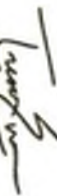
Sincerely,



Nathan Ricks
Owner
STACK Real Estate



Andrew Bybee
Owner
STACK Real Estate



Trevor Evans
VP, Development
STACK Real Estate



Doug Thimm, AIA
Senior Principal
Arch|Nexus



David Abraham, AIA
Principal
Arch|Nexus

COVER LETTER - TYPO

July

October

In order to do all of this, we have been genuinely fortunate to have been able to capture control of enough property to really do this right – that is over 120 acres. Our PMP brings with it the ability to completely ignore the “historic” property lines and to take the majority of the remaining area in the Mixed-Use District and to develop it in partnership with Farmington City into the fulfillment of an extraordinary vision. That is bringing Transit Oriented Development to the level that it should be. This PMP brings the intensity of a Class A Tech Office/Employment Center with one million square feet of office use along with a sustainably connected and walkable neighborhood residential development that is the proven next step in capturing the essence of what North Farmington Station should be. All of this, includes bringing the street and trail network completely thru the area and developing a permanent connection to the UTA station that is already established.

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Sincerely,



Nathan Ricks
Owner
STACK Real Estate



Andrew Bybee
Owner
STACK Real Estate



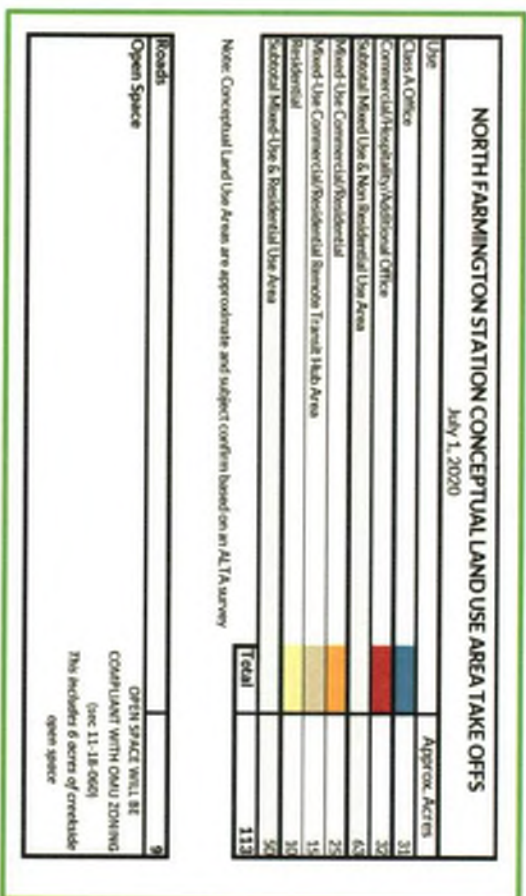
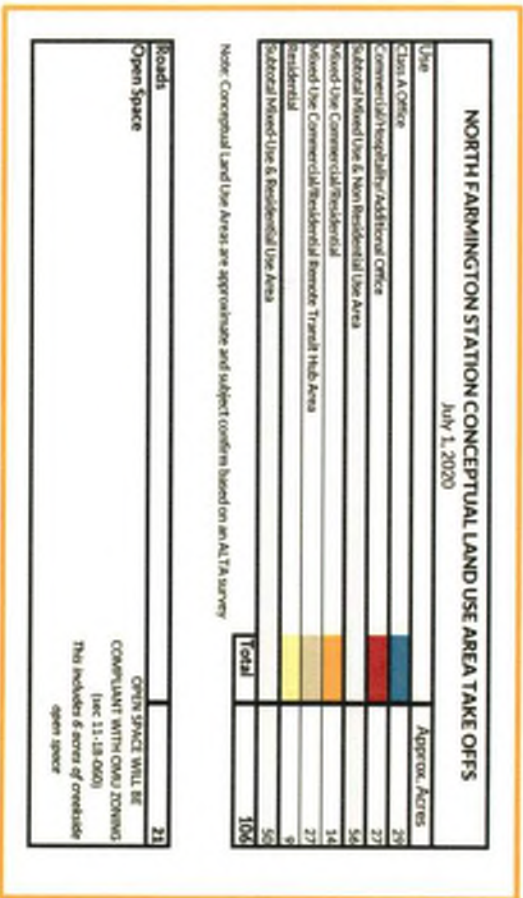
Trevor Evans
VP, Development
STACK Real Estate



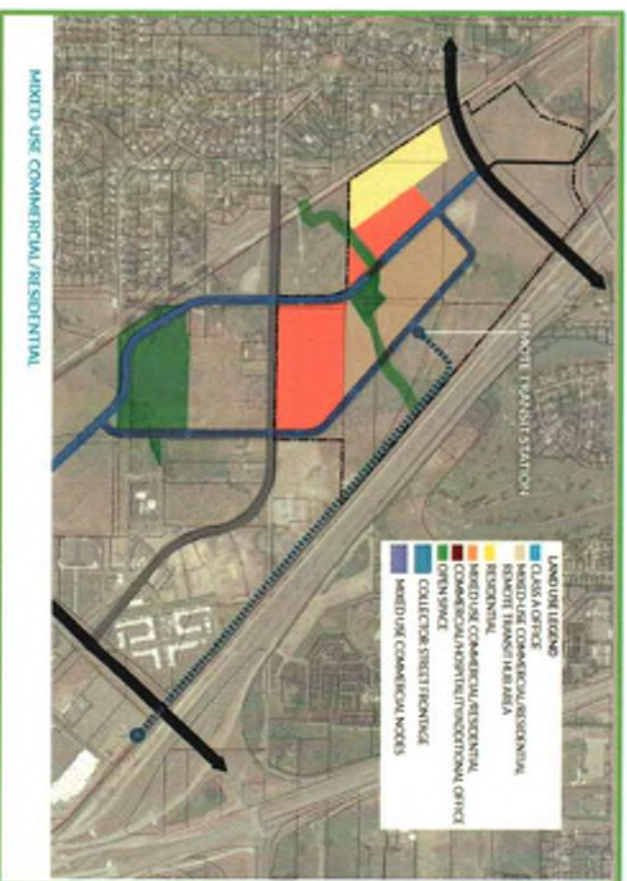
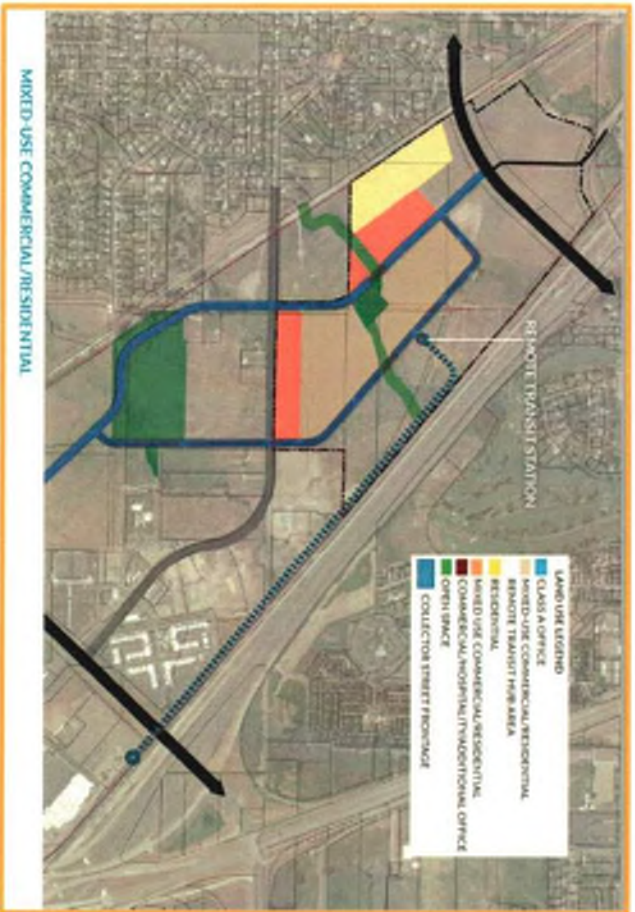
Doug Thimm, AIA
Senior Principal
Arch|Nexus



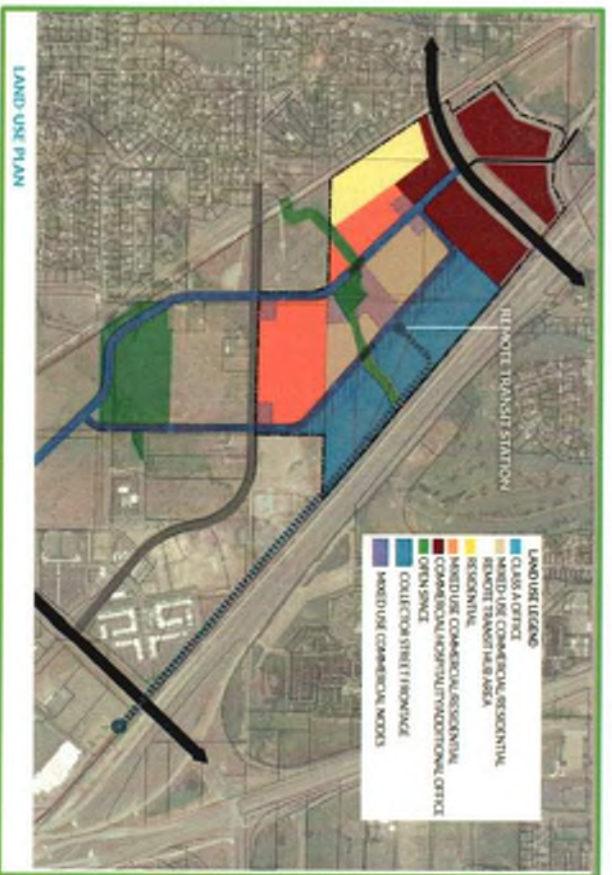
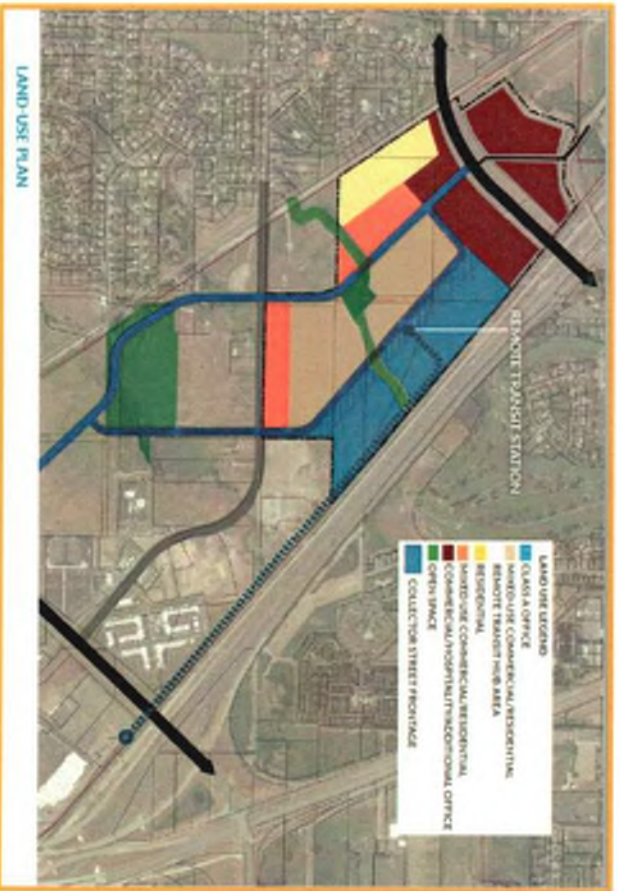
David Abraham, AIA
Principal
Arch|Nexus



- Adjusted land use area take off per the adjustments and corrections included in the following pages



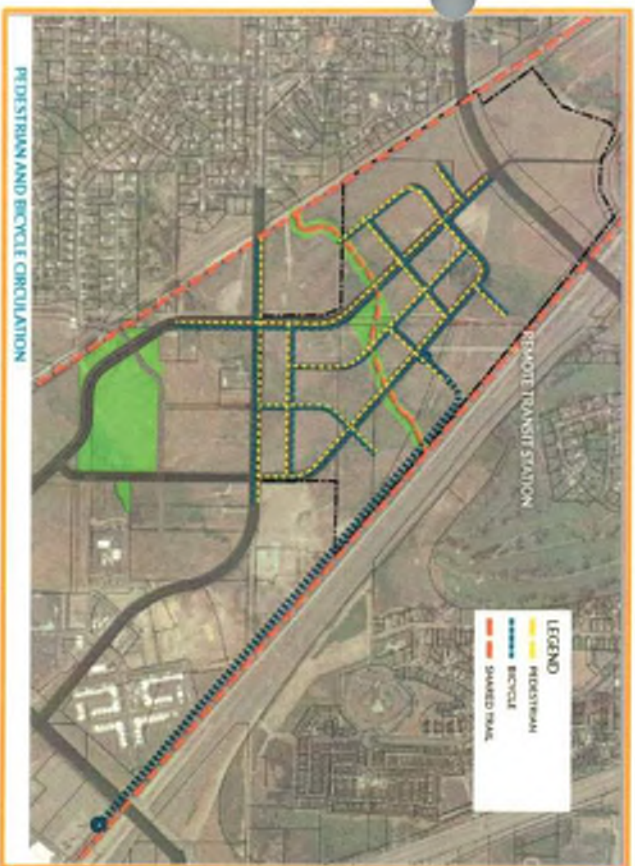
Shrink the higher intensity Mixed-Use Commercial/Residential Remote Transit Hub Area



- Added context of conceptual mixed-use commercial nodes within the Mixed Use Commercial/Residential Areas



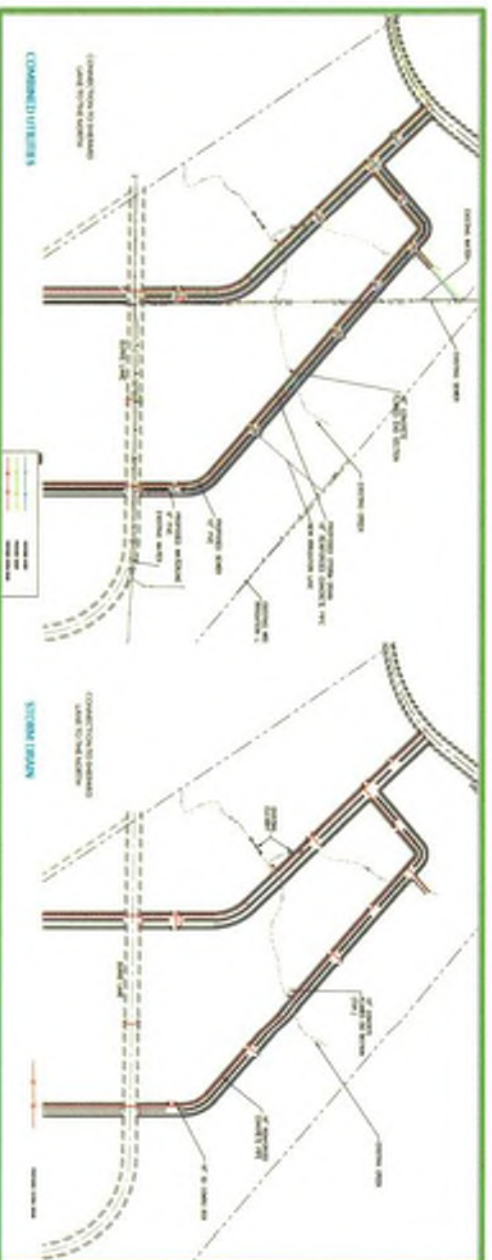
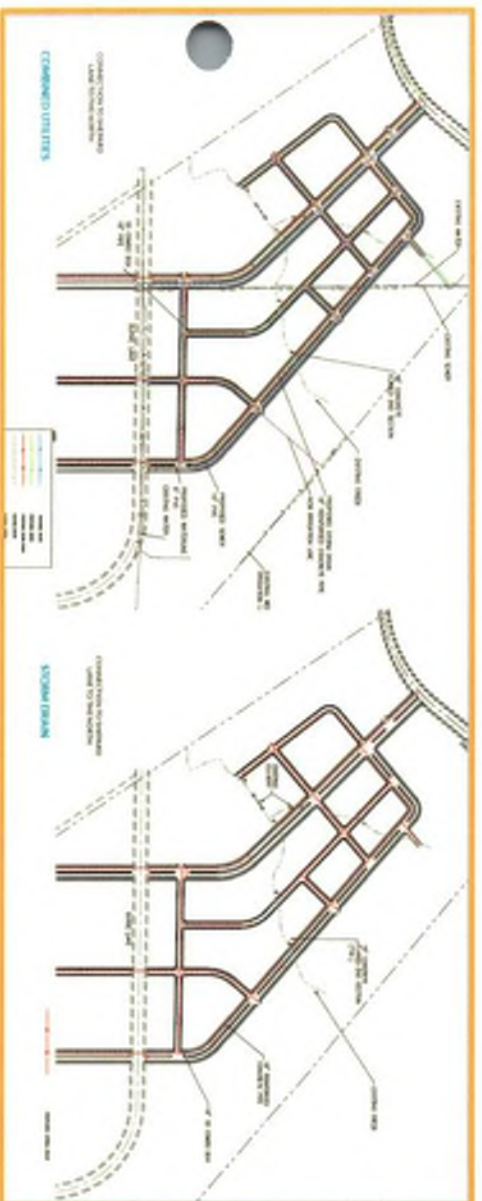
Removed neighborhood roads
to align with Development
Agreement Section 5 (k)



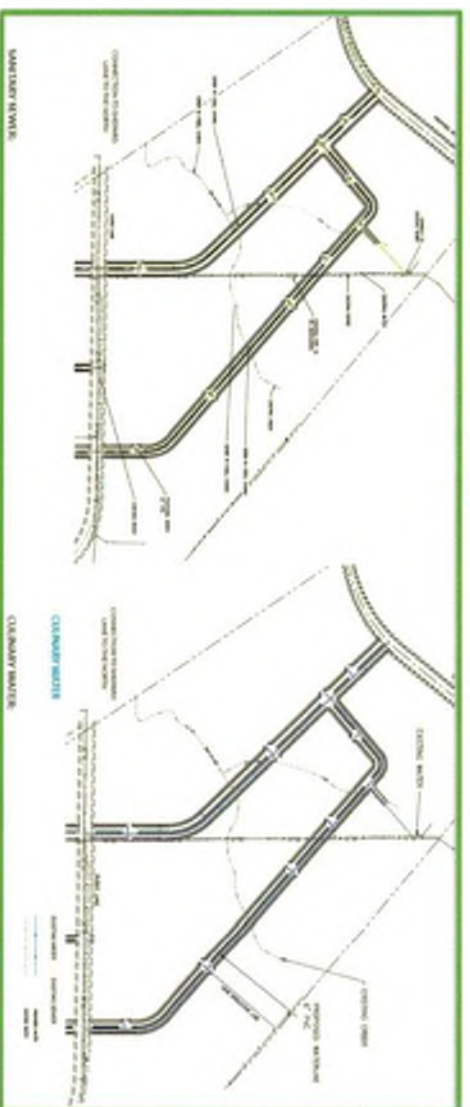
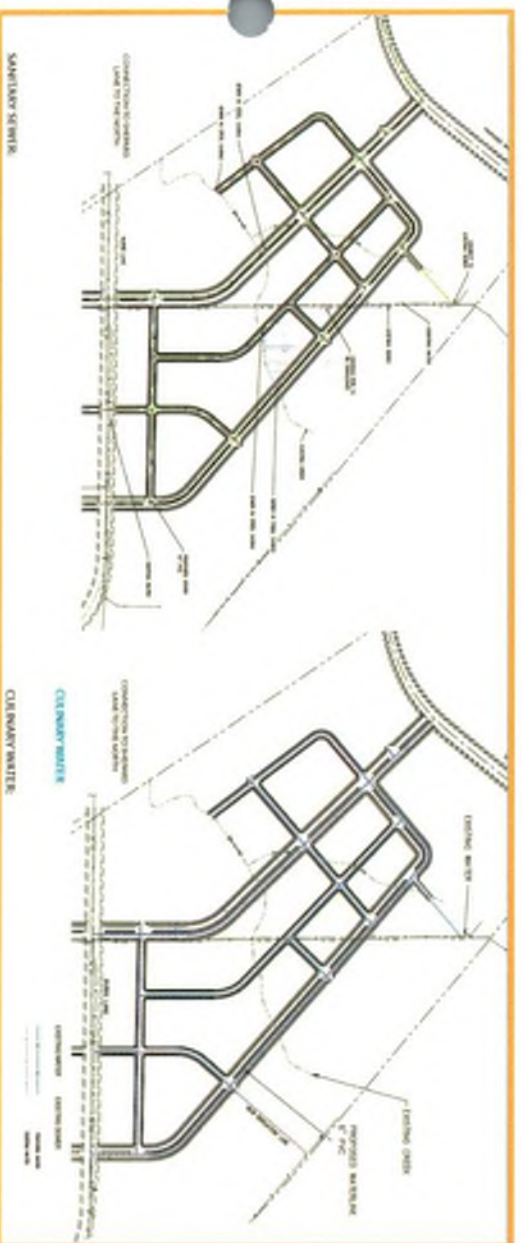
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Removed neighborhood roads
to align with Development
Agreement Section 5 (k)

11-18-050: USES:

- A. Uses allowed in the TOD area are identified in table 18.3, "Allowable Land Uses", of this section. A development parcel may have more than one main building or dwelling, however each main building shall have its own zone lot.
- B. More than one permitted use may be located on a development parcel and within a building (refer to "mixed use" and "development parcel", as defined herein).

TABLE 18.3
ALLOWABLE LAND USES

Key to allowable uses:

P - Permitted

N - Not permitted

	Mixed Use Districts				
	OS	RMU	OMU	GMU	TMU
Residential:					
Low density residential - single-family detached minimum of 5,000 square feet lot size	N	P	N	N	N
Medium density residential - single-family small lots and attached units or townhomes/condominiums limited to duplexes, triplexes, fourplexes, fiveplexes, or sixplexes	N	P	N	P	P
High density residential - condominium and apartment style	N	N	N	P	P
Live/work residential	N	P	N	P	P
Residential facilities for people with disabilities	N	P	P	P	P
Assisted living facilities	N	P	P	P	P
Residential facilities for the elderly	N	P	P	P	P
Commercial:					
Accessory buildings that do not in aggregate have a footprint greater than 25 percent of the main building(s) on a development parcel	N	P	P	P	P
Art studio	N	P	P	P	P
Business, professional offices, outpatient medical facilities	N	P	P	P	P
Entertainment	N	N	N	P	P
Financial institutions (with the exception of nondepository institutions)	N	N	P ¹	P ¹	P
Fitness and recreation facilities	N	P	P	P	P

	Mixed Use Districts				
	OS	RMU	OMU	GMU	TMU
Hospitals, inpatient medical facilities	N	N	P	P	P
Lodging - bed and breakfast	N	P	N	P	P
Lodging, limited to hotel, motel	N	N	P	P	P
Neighborhood service establishments ³	N	P ¹	P ¹	P	P ¹
Parking structure	N	N	P	P	P
Restaurant - fast food	N	P ¹	P	P	P ¹
Restaurant - traditional sit down	N	P	P	P	P
Retail and wholesale sales individual tenant use:					
Up to 5,000 square feet	N	P	P	P	P
Greater than 5,000 square feet and up to 20,000 square feet	N	N	P	P	P
Vehicle service/convenience store (including gasoline sales but no auto repair)	N	N	P	P	P
Civic uses:					
Government - no point of service; no offices dealing directly or on a limited basis with the public (e.g., public works yards, etc.)	N	N	N	N	N
Parks and open space	P	P	P	P	P
Schools:					
Preschool, daycare	N	P ¹	P	P	P
Primary, secondary, colleges, and vocational	N	P	P	P	P
Service and fraternal clubs and organizations, and religious institutions	N	P	P	P	P
Transit and related transportation facilities (not including benches and bus stop signs)	N	N	P ²	P ²	P ²

Restrictions:

1. Drive up window/drop off lane allowed only with special exception review by the Planning Commission as set forth in section 11-3-045 of this title, as to use only, and not fixed dimensional standards. For any use not listed as P¹, drive-up windows are expressly prohibited. No additional curb cut shall be added to accommodate the drive up/drop off lane.
2. Benches and bus stops are permitted, with development standards as noted in section 11-18-110 of this chapter.
3. Neighborhood service establishments: Low impact retail and personal service uses such as bakery, bookstore, dry cleaning, hairstyling, pharmacy, art supply/gallery, craft store, photocopy center, corner market (with no gas pumps).

(Ord. 2017-13, 5-16-2017)

11-18-060: BUILDING FORM AND SITE ENVELOPE STANDARDS: The following regulations and standards establish the parameters that guide the form of building within the mixed use districts of this chapter, including the site envelope for building placement. They direct and control the building envelope and site in regard to configuration, orientation, function and features that define and shape the public realm. The technique of the standards is to use private buildings to define and shape the public space in a manner that promotes walkability and provides functional connections between the public space and the private buildings. The standards are designed to use a minimum level of control to meet this goal.

The regulating plan identifies six (6) street types, including pedestrian walkways. Alleys are not identified on the regulating plan. The building form and site envelope standards are identified for each mixed use district and the street types within. Standards for street types shall apply to all lots that front that street. Lots may be either a recorded "building lot" or a "zone lot", as defined in section 11-18-030 of this chapter. A development parcel may have more than one zone lot. Standards will apply to the primary building on each zone lot. Lots that front more than one street shall follow the standards for the primary street, as determined by the street hierarchy. Standards for the arterial roads shall only apply to lots that directly abut Park Lane at grade and shall not apply to those portions of Park Lane and its access streets that are raised on an embankment. Lots that are adjacent to an embankment shall also have frontage on another street and will conform to the standards of the next nearest street type. These standards shall address building height, siting of the building on the lot and other elements. Character examples may be provided to depict the context of the type and form of desirable development only, and not the actual design or architectural style of buildings. Exceptions to the standards of this section

for large footprint commercial buildings over twenty thousand (20,000) square feet are detailed in section 11-18-070 of this chapter.

A. Height:

1. The height of the principal building is measured in stories, with the maximum height indicated in feet for the RMU and OS Districts.
2. Maximum height shall be measured to the midpoint of the roof (if a sloped roof is used) following guidelines, as defined in "building or structure height" in section 11-2-020 of this title. On flat roofs, additional parapet may be added above the maximum height for decoration and/or screening of rooftop equipment, and shall not exceed five feet (5') in height. Decorative parapet treatments in excess of five feet (5') may be approved through the development plan review process.
3. Street wall, fencing or landscaping heights are relative to the adjacent sidewalk, or the ground elevation when not fronting a sidewalk.

B. Siting:

1. Buildings shall occupy the specified area of the lot, as indicated on the site envelope standards in relation to the required building range and other applicable setbacks. The required building range (RBR) shall be measured from back of sidewalk.
2. Lot frontage percentages for corner lots shall apply to both the primary and secondary street(s). A reduction in the lot frontage percentage on the secondary street may be approved through the site plan review process.
3. Off street parking for vehicles shall not occupy any space located between the building and the primary street on each zone or building lot, and the secondary street where applicable for a corner lot. Parking areas located to the side of structures shall meet all building form and site envelope standards for the lot and be located a minimum of ten feet (10') back from the back of the adjacent sidewalk.
4. For each zone lot that has a building associated with it, said building shall meet the lot requirements of this section. Flag lots or lots without street frontage are not permitted.

	Building Height Maximum In Stories (And Feet)		
	Local Roads	Local Primary	Collector/ Arterial Roads
RMU	2 (27 feet) ¹	n/a	3 (40 feet)
GMU	3	n/a	4
OMU	4	3	6
TMU	6	n/a	8
OS	1 (25 feet)	n/a	1 (25 feet)

Note:

1. If a transition area is created buffering rural residential density areas from mixed use areas as follows: a) a distance of at least 300 feet must be established between housing in a rural residential site and the mixed use site; b) additional landscaping shall be provided on the mixed use site, including medium to large size trees every 20 feet along the entire length of the buffer; c) at least 3 different housing types (i.e., detached single-family, townhomes, live/work units, etc.) shall be provided in the mixed use site for every 15 acres of development; and d) the proposed uses in the mixed use area shall be compatible with the character of the site, adjacent properties, surrounding neighborhoods, and other existing and proposed development; then at its sole discretion, the City may, or may not, increase the building height on local roads in the RMU Zone to a maximum of 3 stories, not to exceed 33 feet adjacent to existing rural residential development, or areas contemplated for such development on the General Plan.

	Lot Width (In Feet)			
	Local Roads		Collector/Arterial Roads	
	Minimum	Maximum	Minimum	Maximum
RMU	32	120	32	200 (300 for nonresidential)
GMU	25	150 (250 for nonresidential)	50	200 (300 for nonresidential)
OMU	25	200	25	200
TMU	25	200	25	300
OS	25	No maximum	25	No maximum

	Front Required Build To Range (RBR) (In Feet)			
	Local Roads		Collector/Arterial Roads	
	Minimum	Maximum	Minimum	Maximum
RMU	5 (10 for residential)	25	5	15
GMU	0	20	0	20
OMU	0	20	0	20
TMU	0	10	0	10
OS	5	None	5	None

	Minimum Side And Rear Setbacks (In Feet)			
	Local Roads		Collector/Arterial Roads	
	Side	Rear	Side	Rear
RMU	5	15	0 (5 for residential)	15
GMU	0	10	0	10
OMU	5	10	0	10
TMU	0	5	0	0
OS	5	15	5	15

	Building Siting			
	Local Roads		Collector/Arterial Roads	
	Minimum Lot Frontage Percent	Minimum Percent Of Building Within Front RBR	Minimum Lot Frontage Percent	Minimum Percent Of Building Within Front RBR
RMU	50	60	60	60
GMU	50	75	60	75
OMU	50	75	60	75
TMU	75	75	80	75
OS	n/a	n/a	n/a	n/a

	Open Space Percent Requirements (For Zone Lots)	
	Local Roads	Collector/Arterial Roads
RMU	35	30
GMU	20	10
OMU	20	10
TMU	10	10
OS	n/a	n/a

Notes:

- Multiple-unit residential buildings that have a ground floor commercial use may have the open space requirement reduced by 10 percent in any district.
- Open space requirements for a planned development area or an aggregation of multiple zone lots may be reduced by up to 5 percent in the TMU and 10 percent in the other districts if the open space is aggregated in 1 or more areas and is entirely usable open space. The aggregated open space must enhance the connection to transit facilities, plazas, or streets, or enhance the pedestrian environment, or enhance or create a public space, and remain publicly accessible. Aggregated open space must be shown and approved on a Project Master Plan (PMP).
- All building form and site envelope standards for local roads as set forth in this section shall apply to local primary roads with the exception of building height maximum in stories (and feet).

(Ord. 2018-06, 2-6-2018)

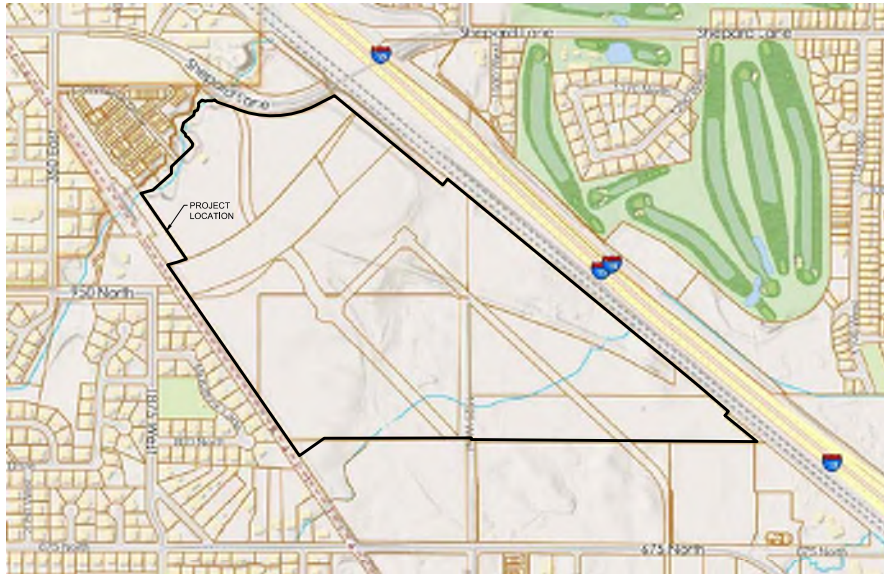
- C. Public Parks And Open Space: Public parks and other public open spaces will be provided in the mixed use districts as set forth in the City's Park Master Plan or capital facilities plan. In the event a property owner works with the City to provide such public places, a credit may be received on the open space requirements as set forth herein. (Ord. 2008-61, 12-9-2008)

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

- A. Applicability: In the OS, RMU, OMU, GMU and TMU Districts, the review procedures, standards and criteria set forth in this section shall be applied during the development plan review process.

Reference	Current	Proposed May 2024 Amend & Replace	UPDATED Amend & Replace
<p>***THIS WOULD BE AN AMENDMENT TO EXISTING DA*** Recitals</p>		<p>Add amendment recitals</p>	
<p>Section 5 a.</p>	<p><u>Building Height Limits.</u> Building heights shall be regulated per the PMP, except that the maximum building height is four stories in that part of the orange area as shown in the PMP (Mixed Use Commercial/Residential) abutting Commerce Drive, which orange area is by Spring Creek, and those buildings in the yellow (Residential) area as shown in the PMP shall have a two-story element next and/or closest to the UTA DRG&W trail right-of-way, and those buildings in the tan (Mixed-Use Commercial/Residential Remote Transit HUB) areas north of Spring Creek shall have a maximum building height of seven stories, and as referenced in paragraph c., below.</p>	<p><u>Building Height Limits.</u> Building heights shall be regulated per the PMP, except that pursuant to Exhibit D those buildings in Residential Parcel R1 that are within 200 feet from the western boundary of the Denver & Rio Grande Western right-of-way shall not exceed two stories or twenty-seven feet (27') in height, except where residential dwelling units are townhomes along the north, east, and south boundary of R1 the height shall not exceed thirty-six feet (36') to the top of roof or parapet or forty-four feet (44') including a rooftop patio and bonus room on a fourth level; and those buildings in Residential Parcels R2 and R3 shall have a maximum building height of four stories; and those buildings in Residential Parcels M1, M2, M3, M4, M5, R4, and R5 shall have a maximum building height of seven stories; and those buildings in Office Parcels O5, O6, O7, O8, O9, O10, and OW shall have a minimum height of two stories; those buildings in Commercial Parcels C2, C12, or O1 shall have no minimum height. All heights not mentioned in this section 5 a. shall be governed by the underlying zoning code.</p>	<p>The land use tables found throughout Exhibit B – Project Master Plan shall be amended and replaced with Exhibit D – North Station Master Plat & Wasatch Parcels attached herein. All other provisions and details of Exhibit B – Project Master Plan shall remain unchanged except as modified by this Amendment. Exhibit E - North Station Commercial Concept and Exhibit F - DRG Restriction Area shall be added to the Development Agreement. <u>Building Height Limits.</u> Building heights shall be regulated per the PMP, except that pursuant to Exhibit D those buildings in:</p> <ul style="list-style-type: none"> i) Residential Parcel R1, pursuant to Exhibit F - DRG Restriction Area, that are <ul style="list-style-type: none"> a) within 200 feet from the western boundary of the Denver & Rio Grande Western right-of-way ("200 ft DRG Restriction Area"), and are apartment homes; shall not exceed two stories or twenty-seven feet (27') in height, except where residential dwelling units are townhomes and contain a live/work component along the north east and south boundary of R1 the height shall not exceed thirty-six feet (36') to the top of roof or parapet or forty-four feet (44') including a rooftop patio and bonus room on a fourth level; all other buildings within R1 but outside of the DRG Restriction Area shall have a maximum building height of four (4) stories OR b) within the DRG Restriction Area, and are separately platted townhomes, shall not exceed two stories or twenty-seven feet (27') in height for townhome buildings closest to the DRG trail right-of-way, except where residential dwelling units are townhomes and contain a live/work component along the north of R1 the height shall not exceed thirty-six feet (36') to the top of roof or parapet or forty-four feet (44') including a rooftop patio and bonus room on a fourth level; all other buildings within R1 but outside of the DRG Restriction Area shall have a maximum building height of four (4) stories; ii) Residential Parcels R2 and R3 shall have a maximum building height of four stories; iii) Residential Parcels M1, M2, M3, M4, M5, R4, and R5 shall have a maximum building height of eight stories; iv) Office Parcels O5, O6, O7, O8, O9, O10, and OW shall have a minimum height of two stories; v) Commercial Parcels C2, C12, or O1 shall have no minimum height. vi) All heights not mentioned in this section 5 a. shall be governed by the underlying zoning code.
<p>Section 5 b.</p>	<p><u>Residential Land Use.</u> Residential uses may be allowed in the tan (Mixed-Use Commercial/Residential Remote Transit HUB), yellow and orange areas as shown in the PMP upon review and City approval of conforming land use applications, prepared by the Developer, which shall include building elevations, as part of the City's normal Development Plan Review Process. Residential uses shall be prohibited in the red (Mixed Use Commercial/Additional Office) and blue (Class A Office) areas as shown in the PMP, except as may otherwise be provided in an amended PMP</p>	<p><u>Residential Land Use.</u> Pursuant to Exhibit D attached hereto and subject to the City's normal Development Plan Review process and approval, residential uses may be allowed in Parcels R1, R2, R3, R4, R5, M1, M2, M3, M4 and RW, and all subdivisions thereof. Parcels R2, M1, M2, M3, M4, and RW shall have a ground floor commercial component as generally shown in Exhibit D of at least 15,000 square feet in aggregate across the aforementioned Parcels. Residential uses shall be prohibited in all other Parcels not mentioned in this section 5 b. At any time, Parcels R1 and RW may proceed with construction upon final City approval, subject to the City's normal Development Plan Review process and approval. All remaining residential parcels may proceed with construction at a ratio of 3 acres of residential acreage for every 1 acre of either office or commercial acreage that commences construction by the Developer, the measurement of acres shall exclude future open space and road right of way dedications ("Residential Release Ratio"). For those parcels where a ground lease or a sale of a Developer Parcel occurs to an unaffiliated third-party for office or commercial use, such third-party must receive Final Site Plan approval on the subject Parcel in order for such Parcel to count toward the Residential Release Ratio.</p>	<p><u>Residential Land Use.</u> Pursuant to Exhibit D attached hereto and subject to the City's normal Development Plan Review process and approval, residential uses may be allowed in Parcels R1, R2, R3, R4, R5, M1, M2, M3, M4 and RW, and all subdivisions thereof. Parcels R2, M1, M2, M3, M4, and RW shall have a ground floor commercial component as generally shown in Exhibit D of at least 20,000 square feet in aggregate across the aforementioned Parcels, with no more than 3,000 square feet required on Parcel RW. Residential uses shall be prohibited in all other parcels not mentioned in this section 5 b. At any time, Parcels R1 and RW may proceed with construction upon final City approval, subject to the City's normal Development Plan Review process and approval. All remaining residential parcels may proceed with construction at a ratio of 3 acres of residential acreage for every 1 acre of either office or commercial acreage that commences construction by the Developer, the measurement of acres shall exclude future open space and road right of way dedications ("Residential Release Ratio"). For those parcels where a ground lease or a sale of a Developer Parcel occurs to an unaffiliated third-party for office or commercial use, such third-party must receive a Building Permit approval on the subject Parcel in order for such Parcel to count toward the Residential Release Ratio.</p>
<p>Section 5 c.</p>	<p><u>Office to Residential Acreage Ratio.</u> In the event the Developer receives approval by the City as set forth in paragraph 5.b above, Developer shall be permitted to proceed with construction upon final approval for the multi-family residential product, shown in orange in the PMP and located along Burke Lane, and, as shown in yellow in the PMP. The residential uses in yellow shall be subject to maximum height limitation of 36 feet. The remainder of the residential development in the PMP will not be considered for approval until the first office building is under construction in the blue or red area. Once the first office building is under construction in the blue or red area, the remaining residential, if approved, shall be permitted at a ratio of 3 acres of residential (in the orange and/or tan areas) for every 1 acre of office. The Developer shall submit plans for, and process to completion a building permit application for the first office building on or before December 31, 2023; notwithstanding this, the Developer must obtain site plan and building permit approval and commence construction of the first office building in the blue area, with floor plans no less than a 25,000 square foot footprint, no later than one month after the latter of (i) signing a lease or aggregate of leases of 50% or more of the square footage of the first office building and (ii) receiving construction financing.</p>	<p><u>Office/Commercial Land Use.</u> Land uses shall be regulated per Exhibit D which aligns with the Farmington Station Area Plan approved by the City in July 2022. The City desires to maintain the Non-Residential and Residential acreages found in Exhibit D throughout the course of the project.</p>	<p><u>Office/Commercial Land Use.</u> Land uses shall be regulated per Exhibit D which aligns with the Farmington Station Area Plan approved by the City in July 2022. The City shall maintain the Non-Residential and Residential acreages found in Exhibit D throughout the course of the project.</p>
<p>Section 5 k.</p>	<p><u>Office Park Design.</u> Class A Office site plans within the blue area of the PMP shall be designed and approved in such a way to accommodate infill buildings and/or parking structures in the future.</p>	<p><u>Office Park Design.</u> Class A Office site plans within Office Parcels O1, O2, O3, O4, O5, O6, O7, O8, O9, O10, and OW of Exhibit D shall be designed and approved in such a way to accommodate infill buildings and/or parking structures in the future.</p>	<p><u>Office Park Design.</u> Class A Office site plans within Office Parcels O1, O2, O3, O4, O5, O6, O7, O8, O9, O10, and OW of Exhibit D shall be designed and approved in such a way to accommodate infill buildings and/or parking structures in the future.</p>
<p>Section 5 l.</p>	<p>n/a</p>	<p><u>Parcel Exchange.</u> Pursuant to Exhibit D, Developer shall dedicate Parcel A3 to Farmington City and Farmington City shall dedicate the southwest corner of R1, a triangle area encumbered by a Dominion Energy gas easement. The useable acreage outside of the gas easement within the R1 triangle measures less than Parcel A3. The parcel exchange will allow Developer to complete it's proposed development more efficiently. All earthwork to re-shape the detention pond shall be completed by Developer.</p>	<p><u>Future Parcel Exchange.</u> Pursuant to Exhibit D, at the time Parcel R1 plat amendment is recorded, Developer shall dedicate Parcel A3 to Farmington City and Farmington City shall dedicate the southwest corner of R1, a triangle area encumbered by a Dominion Energy gas easement. The useable acreage outside of the gas easement within the R1 triangle measures less than Parcel A3. The land exchange will allow Developer to complete it's proposed development for R1 more efficiently. All earthwork to re-shape the detention pond shall be completed by Developer.</p>
<p>Section 5</p>			<p><u>Commercial Design and Drive Thrus.</u> Pursuant to Exhibit E, Commercial Parcels C6, C10, C11, and Subparcels C3.1, C4.1, C4.5, C4.6, C4.7 shall be permitted to have a drive thru, subject to the City's standard site plan and design approval process.</p>

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



**VICINITY MAP
NOT TO SCALE**

NOTES
1. (ELECTRICAL GEAR MARKER) ELECTRICAL VAULT FOOTPRINTS UP TO 8'X13' AND ASSOCIATED ELECTRICAL GEAR SHALL EXTEND BEYOND THE TYPICAL 16' P.U.E.

SURVEYOR'S NARRATIVE

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

THE BASIS OF BEARING FOR THIS SURVEY IS 5.00°14'39"E, BETWEEN THE DAVIS COUNTY SURVEY MONUMENTS MARKING THE CENTER QUARTER CORNER AND THE SOUTH QUARTER CORNER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

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

BOUNDARY DESCRIPTION

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

BEGINNING AT A POINT 448.10 FEET 5.00°14'39"E, ALONG THE QUARTER SECTION LINE AND 29.76 FEET N.89°35'34"W FROM THE CENTER QUARTER CORNER OF SAID SECTION 14 AND RUNNING THENCE N.00°11'08"E, 9.95 FEET; THENCE S.89°55'48"W, 968.15 FEET; THENCE S.84°37'51"W, 198.15 FEET TO THE EASTERLY LINE OF DENVER AND RIO GRANDE WESTERN RAILROAD; THENCE ALONG SAID EASTERLY LINE N.34°39'29"W, 1,526.69 FEET TO A 1430.00 FOOT RADIUS NON TANGENT CURVE TO THE LEFT; THENCE EASTERLY 128.11 FEET ALONG SAID CURVE (NOTE: CHORD TO SAID CURVE BEARS N.73°09'45"E, 128.07 FEET); THENCE N.34°39'29"W, 525.89 FEET TO THE SOUTHERLY LINE OF ARROWGATE PHASE 1 SUBDIVISION, RECORDED AS ENTRY NUMBER 3263392 IN THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE ALONG SAID SOUTHERLY LINE, WHICH LINE IS ALSO THE CENTERLINE OF HIGHT CREEK, THE FOLLOWING TWENTY (20) COURSES: 1) N.74°31'07", 82.39 FEET, 2) THENCE N.48°19'35"E, 161.59 FEET, 3) THENCE N.00°25'01"E, 46.41 FEET, 4) THENCE N.46°29'20"E, 180.60 FEET, 5) THENCE N.07°31'07"E, 19.77 FEET, 6) THENCE N.35°52'27"W, 50.84 FEET, 7) THENCE N.62°53'39"W, 18.56 FEET, 8) THENCE N.06°32'54"W, 15.75 FEET, 9) THENCE N.45°30'22"W, 34.24 FEET, 10) THENCE N.14°58'37"E, 49.64 FEET, 11) THENCE N.52°53'15"E, 53.69 FEET, 12) THENCE N.10°18'38"E, 26.24 FEET, 13) THENCE N.72°37'41"E, 21.42 FEET, 14) THENCE N.14°16'07", 27.78 FEET, 15) THENCE N.04°56'30"W, 19.33 FEET, 16) THENCE N.48°28'14"E, 33.00 FEET, 17) THENCE S.69°06'19"E, 24.15 FEET, 18) THENCE N.68°30'00"E, 11.02 FEET, 19) THENCE S.89°30'51"E, 33.86 FEET, AND 20) THENCE N.67°35'14"E, 17.46 FEET TO THE SOUTHERLY LINE OF SHEPARD LANE; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING FOUR (4) COURSES: 1) S.47°04'40"E, 21.80 FEET, 2) THENCE S.71°24'02"E, 113.83 FEET TO A 632.96 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, 3) THENCE EASTERLY 563.43 FEET ALONG SAID CURVE (NOTE: CHORD TO SAID CURVE BEARS N.88°10'42"E, 545.01 FEET), AND 4) THENCE N.62°40'39"E, 133.38 FEET TO THE SOUTHWESTERLY LINE OF OREGON SHORT LINE RAILROAD; THENCE ALONG SAID SOUTHWESTERLY LINE S.50°30'13"E, 922.74 FEET; THENCE N.39°29'47"E, 50.00 FEET TO THE SOUTHWESTERLY LINE OF UNION PACIFIC RAILROAD; THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) S.50°30'13"E, 1,630.98 FEET TO A 19,537.51 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, AND 2) THENCE SOUTHEASTERLY 766.27 FEET ALONG SAID CURVE (NOTE: CHORD TO SAID CURVE BEARS S.50°11'58"E, 766.22 FEET); THENCE S.39°13'03"W, 35.10 FEET; THENCE S.50°47'29"E, 271.40 FEET; THENCE N.89°34'35"W, 867.47 FEET; THENCE N.89°35'34"W, 1,311.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,141,214 SQUARE FEET OR 118,026 ACRES, MORE OR LESS, 36 PARCELS.
NOTE: ROTATE THE ABOVE BEARINGS CLOCKWISE 0°14'50" TO MATCH STATE PLANE COORDINATE SYSTEM BEARINGS.

RECORD OF SURVEY

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

SURVEYOR'S CERTIFICATE

I, DEVRON J. ANDERSEN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NUMBER 789726 IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, TITLES 58, CHAPTER 22, OF UTAH CODE. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH TITLE 17, CHAPTER 23, SECTION 17, OF UTAH CODE. HAVE VERIFIED ALL MEASUREMENTS, AND HAVE HEREBY SUBMITTED SAID PROPERTY INTO PARCELS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS

NORTH STATION MASTER PLAT



OWNER'S DEDICATION

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

NORTH STATION MASTER PLAT

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

DATED THIS _____ DAY OF _____, 2024.

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

ACKNOWLEDGEMENT

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

A NOTARY PUBLIC COMMISSIONED IN UTAH
NOTARY PUBLIC NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

ACKNOWLEDGEMENT

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

A NOTARY PUBLIC COMMISSIONED IN UTAH
NOTARY PUBLIC NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

**NORTH STATION
MASTER PLAT**

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

DAVIS COUNTY RECORDER

RECORDED # _____
STATE OF UTAH, COUNTY OF DAVIS, RECORDED AND FILED AT THE
REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____
FEE _____ DAVIS COUNTY RECORDER

File Path: C:\Users\devra\OneDrive\Documents\2023\Projects\23-355 Farmington North - Stack Development\02_Quadrangle of Wall Consultant Group - Farmington Master Plat.dwg Sep 12, 2024 - 3:32pm

COMMERCIAL LANDSCAPE ZONES



A PUBLIC STREET PARKSTRIP - SYNTHETIC TURF w/ PARKSTRIP TREES (30' o.c.)



B DRIVE-THRU SERVICE LANDSCAPE AREAS - MAX. 6' TALL PLANT MATERIALS TO SCREEN VEHICLES FROM ADJACENT STREETS



C PARKING LOT LANDSCAPE AREAS - LANDSCAPE SCREENING OF LOTS FROM ADJACENT PUBLIC STREETS, SHADE TREES AND LOW-WATER USE PLANT MATERIALS

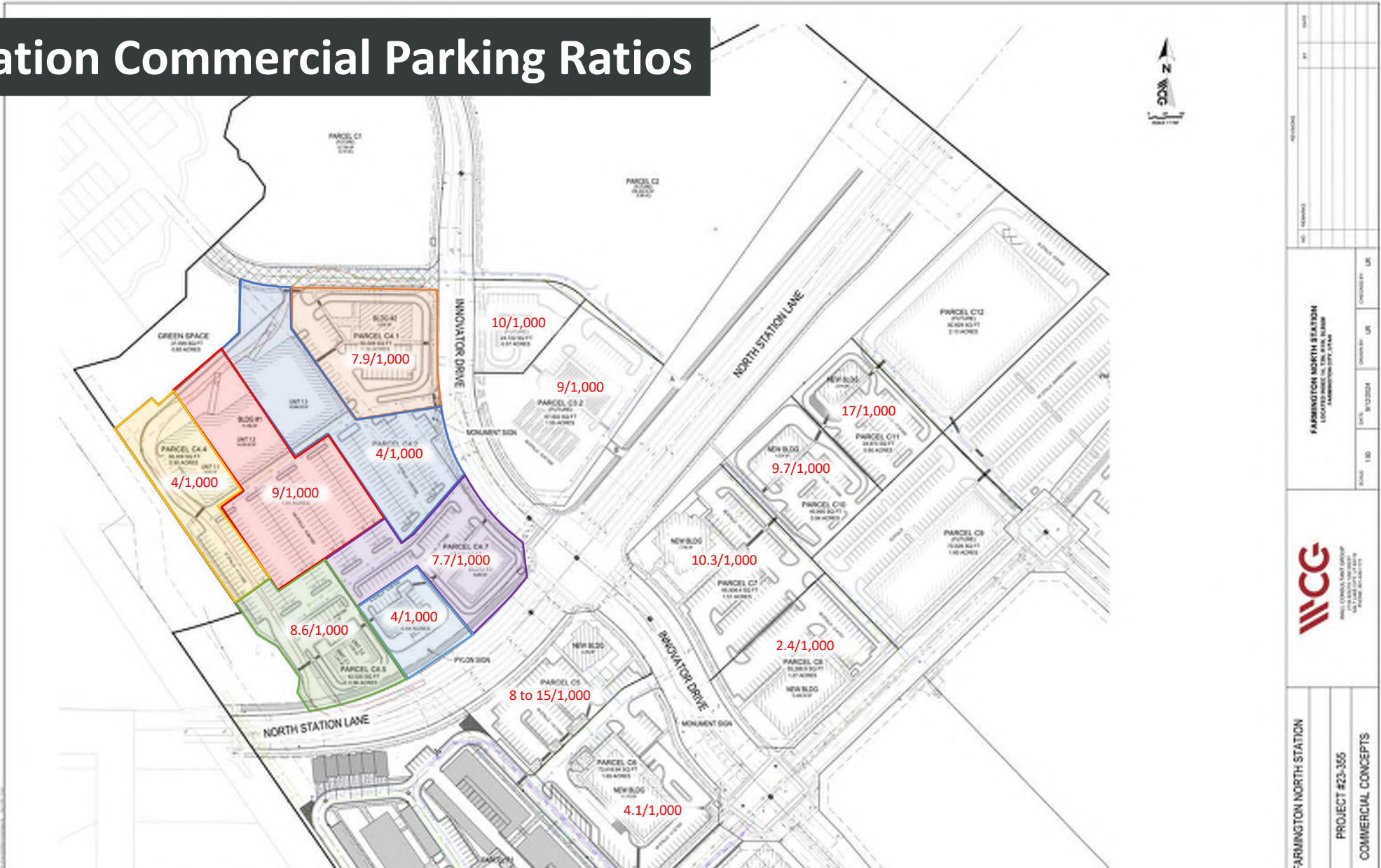


D RETAIL BUILDING PERIMETER LANDSCAPE AREAS - SEASONAL LANDSCAPE INTEREST, SCREEN UTILITY AREAS



E PROJECT PERIMETER LANDSCAPE AREAS - SCREEN ADJACENT LAND USES THROUGH THE USE OF EVERGREEN AND DECIDUOUS TREES, GROUND-PLANE TREATMENT THROUGH THE USE OF LOW-WATER USAGE PLANT MATERIALS

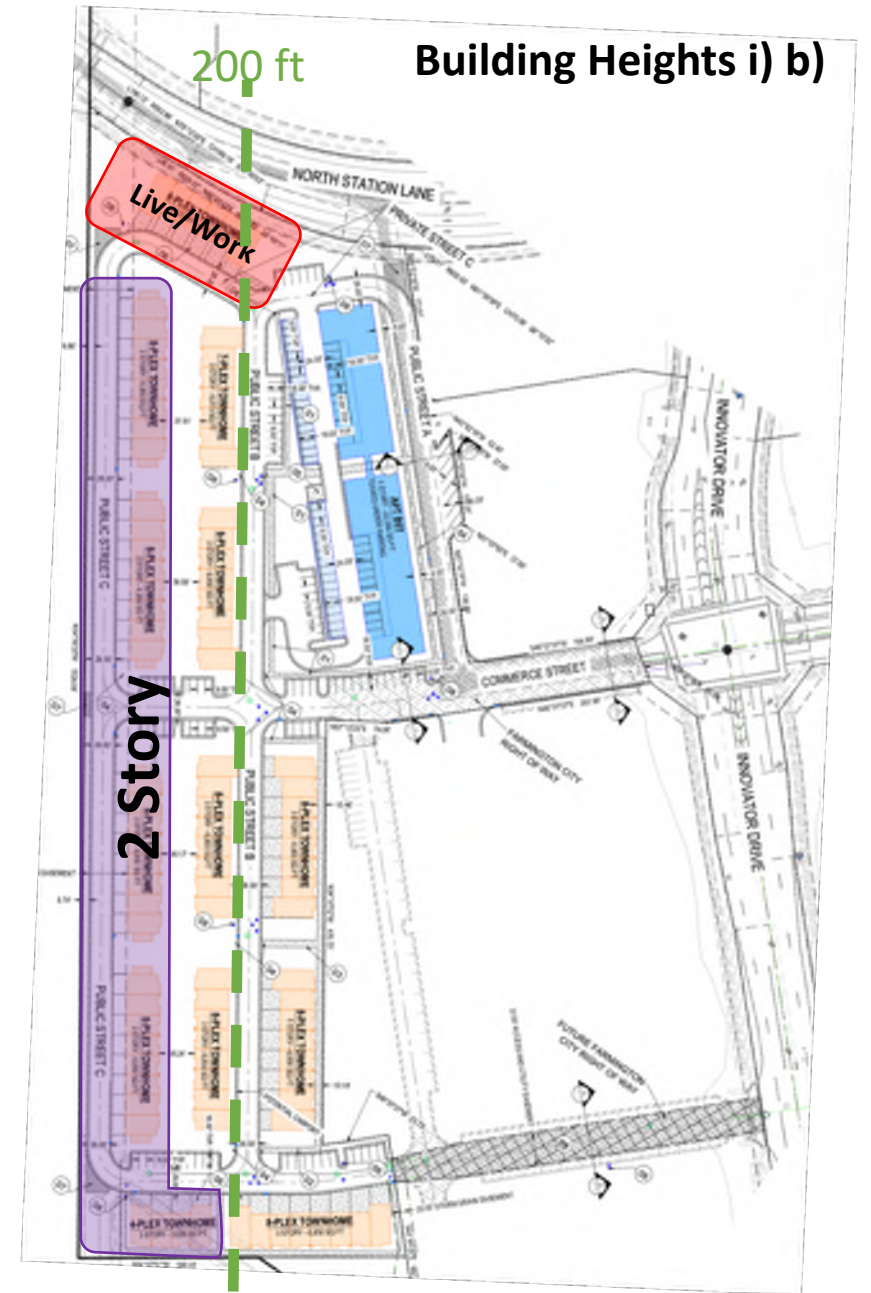
North Station Commercial Parking Ratios



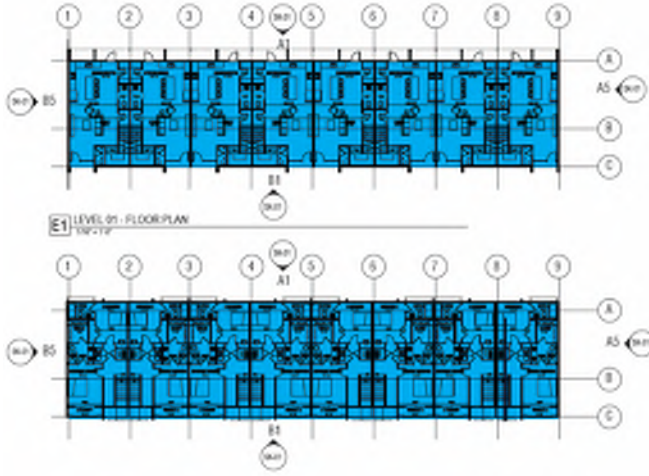
FARMINGTON NORTH STATION LOCATED HEREIN, THE FINAL PLANS SUBMITTED FOR REVIEW		DATE: 8/13/2024	DESIGNED BY: UR
PROJECT #23-355		SCALE: 1/8" = 1'-0"	CHECKED BY: UR
COMMERCIAL CONCEPTS		DATE: 8/13/2024	



EXHIBIT F – 200 ft DRG Restriction Area



R1 Updates – Removed apartment building 2 & 3, replaced with individually platted townhomes

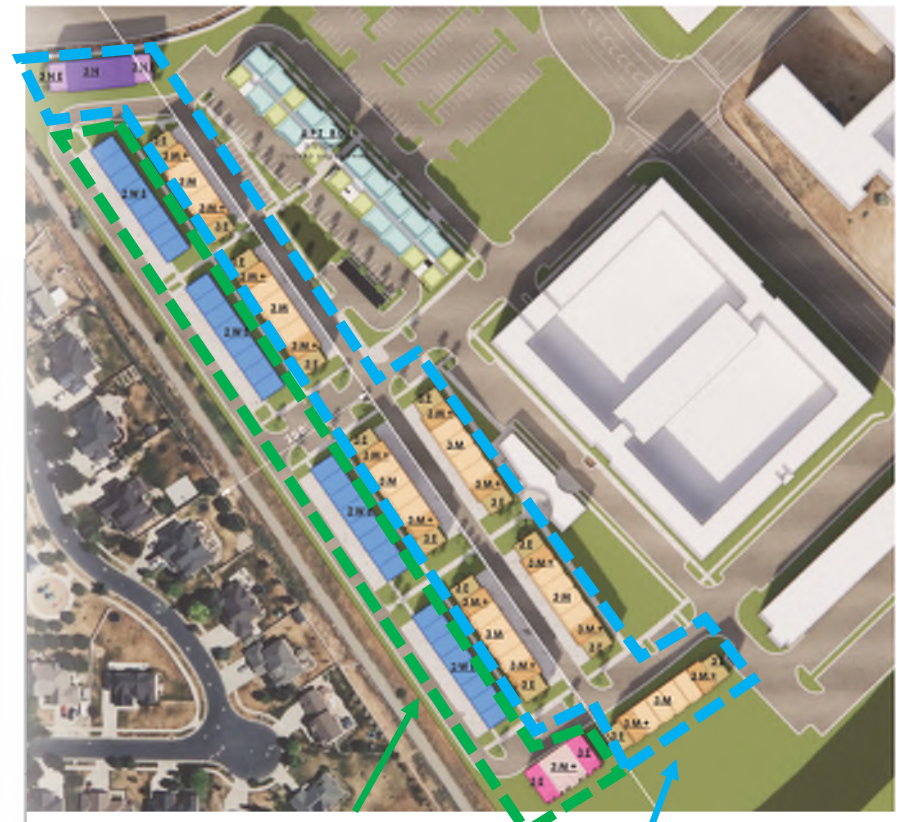


UNIT INFO

■ 2 STORY - WEST 2WE

2WE 1,585 SQFT

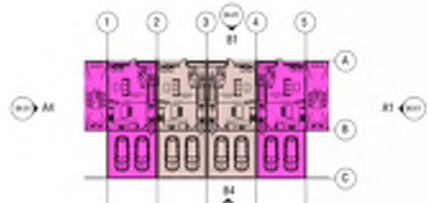
LVL 1 - 751 SQFT
LVL 2 - 834 SQFT



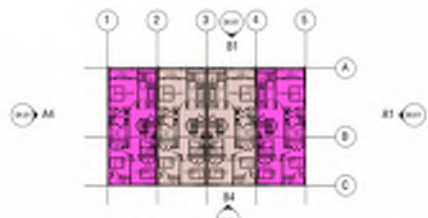
Two Story

Three Story
(End Units include a rooftop bonus room and patio)

R1 Updates – Reduce SW Townhomes to 2 Story



1 LEVEL 1 FLOOR PLAN



2 LEVEL 2 FLOOR PLAN

UNIT INFO

- 2 2 STORY - MIDDLE 2M
- 2 2 STORY - END 2E

4.000.00.000

2M 2,280 SQFT

LVL 1 - 1,140 SQFT

LVL 2 - 1,140 SQFT

2E 2,280 SQFT

LVL 1 - 1,140 SQFT

LVL 2 - 1,140 SQFT



B1 ENTRANCE ELEVATION



B4 GARAGE ELEVATION



A1 SIDE ELEVATION



B4 SIDE ELEVATION



R1 Updates – Tree Screen

- Enbridge Gas (Dominion) will not permit any planted trees within the high pressure gas line easement. No exceptions on any species, including shallow root trees. Shrubs and other plantings are okay.
- R1 design team will explore the possibility of planting trees within UTA D&RG property as we move past the schematic design process by receiving a recommendation of approval on current schematic design.



NORTH STATION FARMINGTON - SUBMITTAL NARRATIVE

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

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

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

SITE PLAN - UNIT MAPPING

ROW-HOUSES

- 4 3 STORY NORTH - MIDDLE **3N**
- 2 3 STORY NORTH - END **3NE**
- 11 3 STORY - MIDDLE **3M**
- 8 3 STORY - MIDDLE + **3M+**
- 8 3 STORY - END **3E**

33 TOTAL

APARTMENT BUILDING 01 - 3 STORY

- 9 2 STORY SPLIT LVL
- 17 2BDR
- 23 1BDR

50 TOTAL

APARTMENT BUILDING 02 - 2 STORY

- 2 2 STORY SPLIT LVL
- 20 2BDR
- 18 1BDR

40 TOTAL

APARTMENT BUILDING 03 - 2 STORY

- 2 2 STORY SPLIT LVL
- 24 2BDR
- 19 1BDR

45 TOTAL

135 TOTAL UNITS FOR ALL 3 BUILDINGS

PARKING ALLOCATION

298 STALLS

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



A2 RENDERED UNIT ALLOCATION PLAN



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

UNLESS A PROFESSIONAL SEAL WITH SIGNATURE AND DATE IS AFFIXED, THIS DOCUMENT IS PRELIMINARY AND IS NOT INTENDED FOR CONSTRUCTION RECORDING PURPOSES, OR IMPLEMENTATION

NOT FOR CONSTRUCTION

THE DESIGNS SHOWN AND DESCRIBED HEREIN INCLUDING ALL TECHNICAL DRAWINGS, GRAPHIC REPRESENTATIONS & MODELS THEREOF, ARE PROPRIETARY & CAN NOT BE COPIED, DUPLICATED, OR COMMERCIALY EXPLOITED IN WHOLE OR IN PART WITHOUT THE SOLE AND EXPRESS WRITTEN PERMISSION FROM METHOD STUDIO INC.

project:
NORTH STATION R1 - DEVELOPMENT

project#: 22.0555
date: 03/22/2024

revisions:

title:
Master Context Plan

sheet:
SK-02.1

NORTH STATION FARMINGTON - SUBMITTAL NARRATIVE

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

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SITE PLAN - UNIT MAPPING

ROW-HOUSES

8	3 STORY NORTH - MIDDLE	3M
2	3 STORY NORTH - END	3ME
27	3 STORY - MIDDLE	3M
14	3 STORY - MIDDLE +	3M+
14	3 STORY - END	3E
2	2 STORY - MIDDLE +	2M+
2	2 STORY - END	2E
32	2 STORY - WEST	2WE

97 TOTAL

APARTMENT BUILDING 01 - 3 STORY

9	2 STORY SPLIT LVL
17	2BDR
23	1BDR

50 TOTAL

PARKING ALLOCATION

137 STALLS

APT BLDG - 79 STREET + 18 BUILDING	97 STALLS
VISITOR	40 STALLS

A2 RENDERED UNIT ALLOCATION PLAN



300 WEST PEARL AVENUE
SALT LAKE CITY, UTAH 84101
801.532.4622

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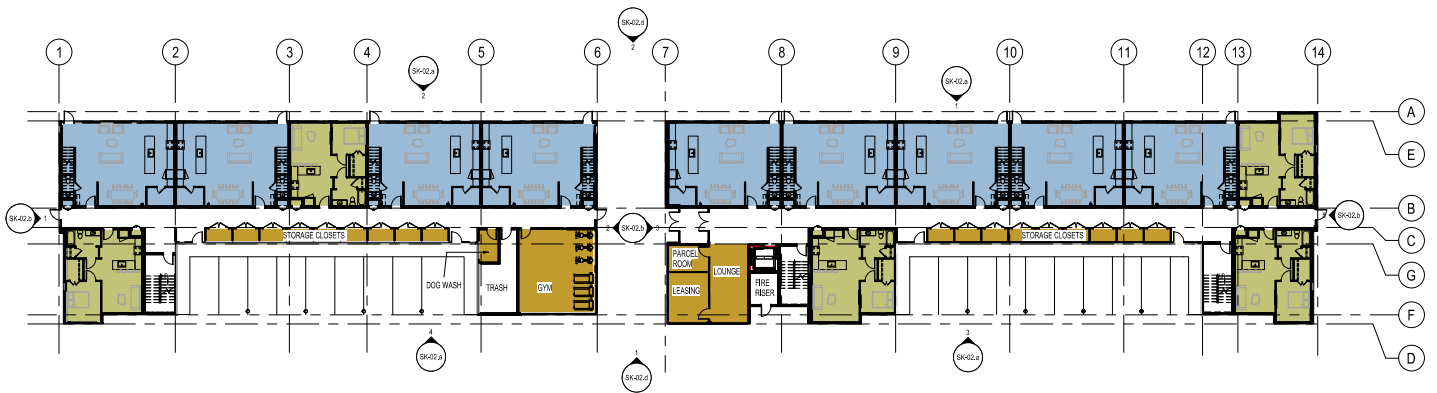
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project:
**NORTH
STATION R1 -
DEVELOPMENT**

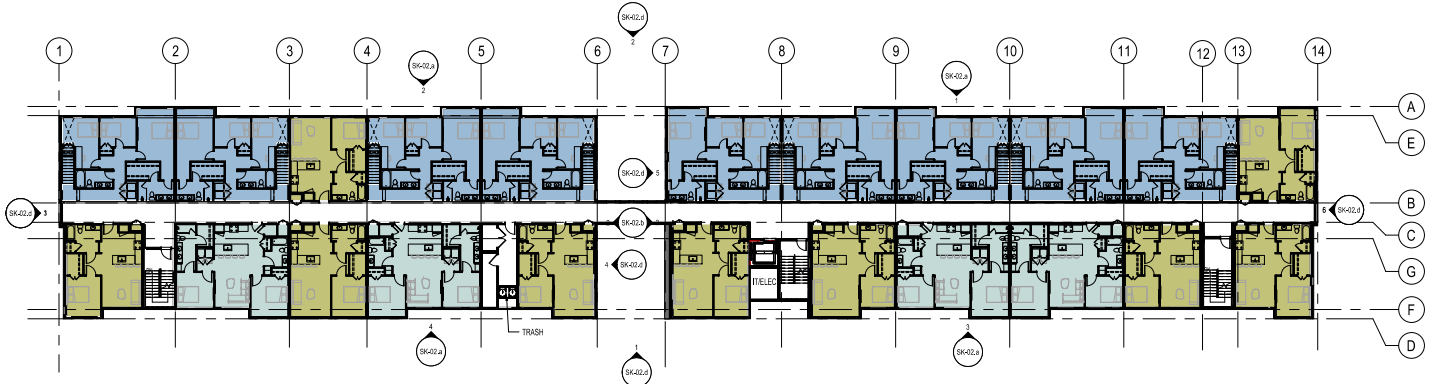
version: 02.000
date: 05/20/2018
revisions:

title:
**Master Context
Plan**

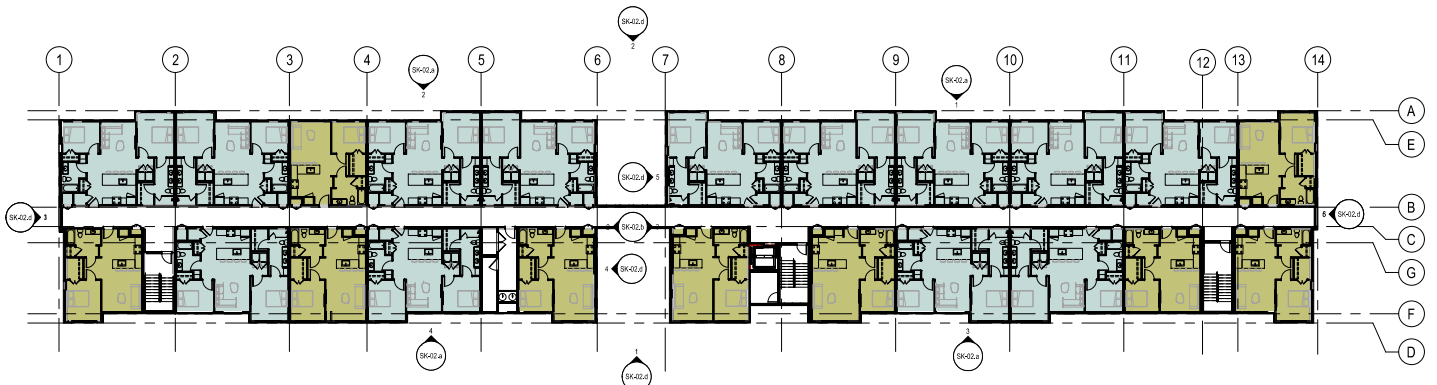
sheet:
SK-02.1



D1 LEVEL 1 FLOOR PLAN
1/16" = 1'-0"



C1 LEVEL 2 FLOOR PLAN
1/16" = 1'-0"



A1 LEVEL 3 FLOOR PLAN
1/16" = 1'-0"

APARTMENT BUILDING 01

- 9 2 STORY SPLIT LVL (1,863 SQFT)
- 17 2BDR (900 SQFT)
- 23 1BDR (600+ SQFT)
- Amenities

50 UNITS TOTAL

NORTH BUILDING

LVL 1 -	7,900 SQFT
LVL 2 -	10,200 SQFT
LVL 3 -	10,000 SQFT

28,100 SQFT

SOUTH BUILDING

LVL 1 -	10,100 SQFT
LVL 2 -	12,200 SQFT
LVL 3 -	12,000 SQFT

34,300 SQFT

TOTAL BUILDING SQFT

62,400 SQFT

PARKING ALLOCATION WITHIN BUILDING

REGULAR -	16 STALLS
ADA	1 STALL
VAN	1 STALL
	18

ON SITE

REGULAR -	61 STALLS
-----------	-----------

TOTAL PARKING

79 STALLS



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

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project:
NORTH STATION R1 - DEVELOPMENT

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

title:
Building 1 - Plans WIP

sheet:

SK-02



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salt lake city, utah 84101
801 532 4422

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project:
**NORTH
STATION R1 -
DEVELOPMENT**

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

title:
**Building 1 -
Overall
Elevations**

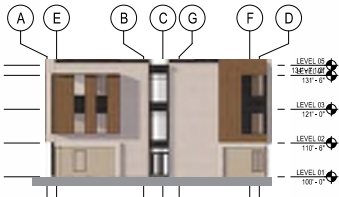
sheet:
SK-02.d



1 Elevation 3 - a
1/16" = 1'-0"



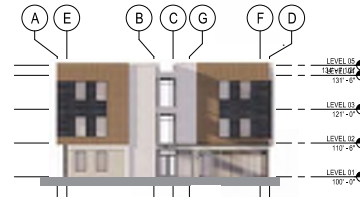
2 Elevation 2 - a
1/16" = 1'-0"



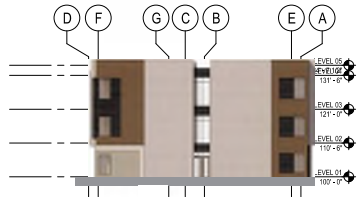
3 North 1 Elevation Copy 1
1/16" = 1'-0"



4 North 2 Elevation Copy 1
1/16" = 1'-0"



5 South 1 Elevation Copy 1
1/16" = 1'-0"



6 South 2 Elevation Copy 1
1/16" = 1'-0"



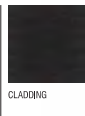
EXTERIOR PANELING
WOOD TEXTURE



LIGHT GRAY BRICK VENEER



LIGHT GRAY COLORED STUCCO



CLADDING

LEVEL 05
131'-6"
LEVEL 04
121'-0"
LEVEL 03
110'-6"
LEVEL 02
100'-0"

LEVEL 05
131'-6"
LEVEL 04
121'-0"
LEVEL 03
110'-6"
LEVEL 02
100'-0"

LEVEL 05
131'-6"
LEVEL 04
121'-0"
LEVEL 03
110'-6"
LEVEL 02
100'-0"

LEVEL 05
131'-6"
LEVEL 04
121'-0"
LEVEL 03
110'-6"
LEVEL 02
100'-0"



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project:
**NORTH
STATION R1 -
DEVELOPMENT**

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

title:
**Building 1 -
Elevations**

sheet:
SK-02.a



1 SE Elevation
1/8" = 1'-0"



2 NE Elevation
1/8" = 1'-0"



3 SW Elevation
1/8" = 1'-0"



4 NW Elevation
1/8" = 1'-0"



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801.632.4422

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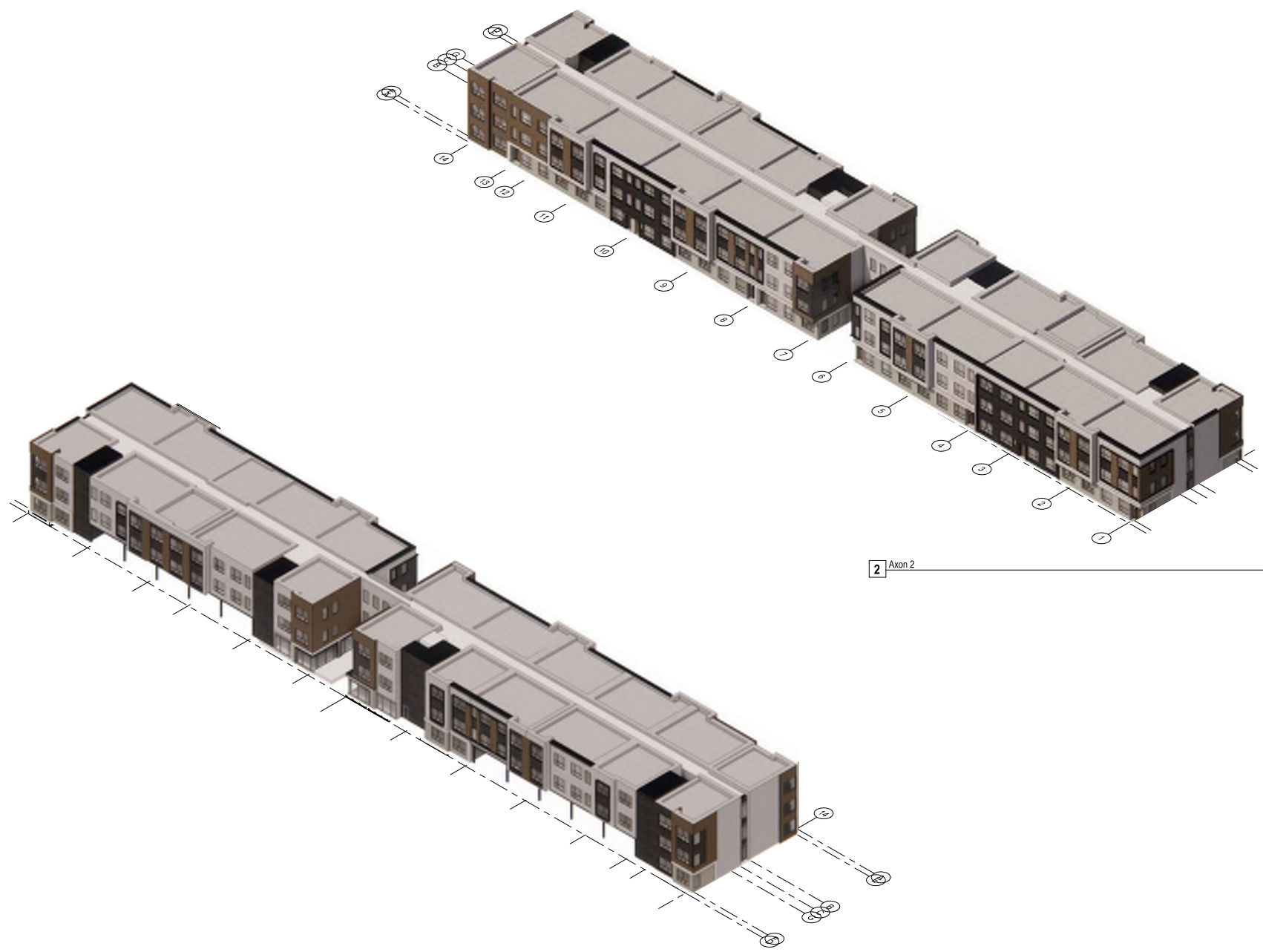
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FIELD MEASUREMENTS AND RECORDS.

project:
**NORTH
STATION R1 -
DEVELOPMENT**

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

title:
**Building 1 -
Axons**

sheet:
SK-02.c



2 Axon 2

1 Axon 1

1 2 3 4 5 6

1 2 3 4 5 6

E

D

C

B

A

E

D

C

B

A



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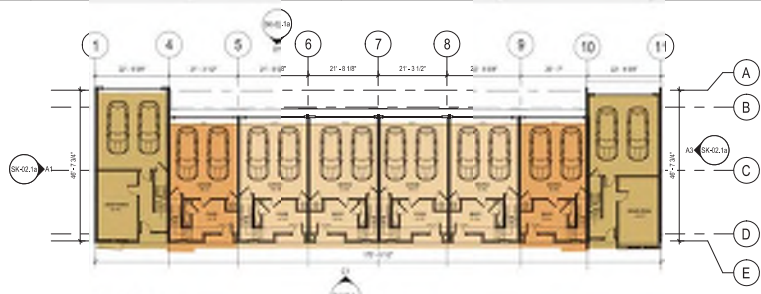
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project:
**NORTH
 STATION R1 -
 DEVELOPMENT**

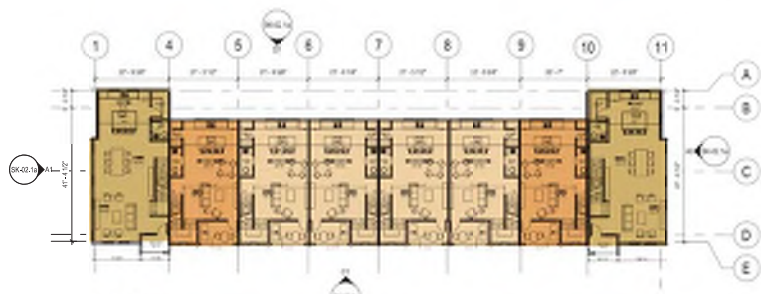
project#: 22.0555
 date: 03/22/2024
 revisions :

title:
**Building 1 -
 Renderings**

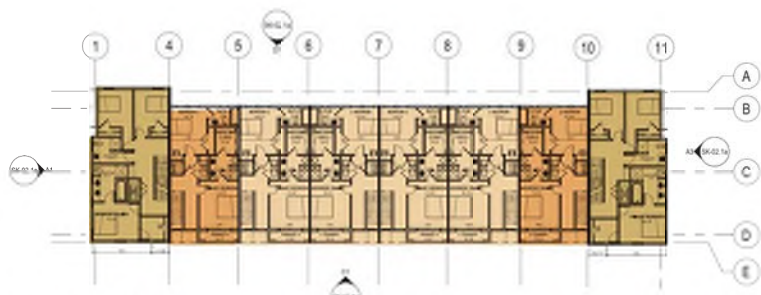
sheet:
SK-02.d



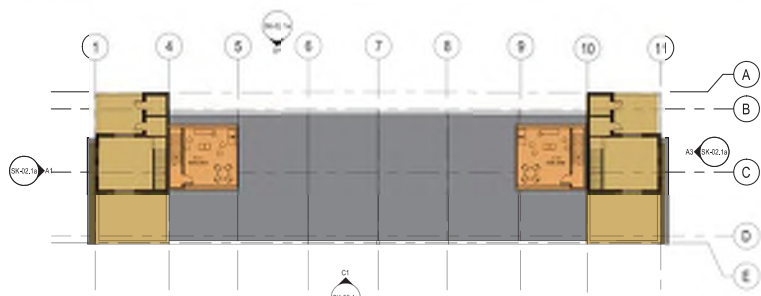
E1 LEVEL 1 - FLOOR PLAN
1/8" = 1'-0"



C1 LEVEL 2 - FLOOR PLAN
1/16" = 1'-0"



B1 LEVEL 3 - FLOOR PLAN
1/8" = 1'-0"



A1 LEVEL 4 - FLOOR PLAN
1/16" = 1'-0"

UNIT INFO

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

23 units on site

3M 2,322 SQFT
 LVL 1 - 778 SQFT
 LVL 2 - 778 SQFT
 LVL 3 - 766 SQFT

3M+ 2,708 SQFT
 LVL 1 - 778 SQFT
 LVL 2 - 778 SQFT
 LVL 3 - 766 SQFT
 ROOF - 386 SQFT

3E 3,812 SQFT
 LVL 1 - 923 SQFT
 LVL 2 - 963 SQFT
 LVL 3 - 963 SQFT
 ROOF - 963 SQFT



385 WEST BUCKEN AVENUE
 SUITE 2000, CHICAGO, ILLINOIS 60601
 800.552.4422

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project:
**NORTH
 STATION R1 -
 DEVELOPMENT**

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

title:
**3M-3E
 TownhouseS
 (Eight Pack) -
 Plans**

sheet:
SK-05.1



380 west aspen avenue
 salt lake city, utah 84101
 801.532.4422

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project:
**NORTH
 STATION R1 -
 DEVELOPMENT**

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

title:
**3M-3E
 Townhouses
 (Eight Pack) -
 Elevations**

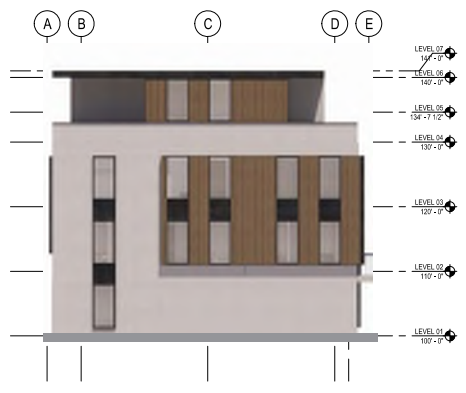
sheet:
SK-05.1a



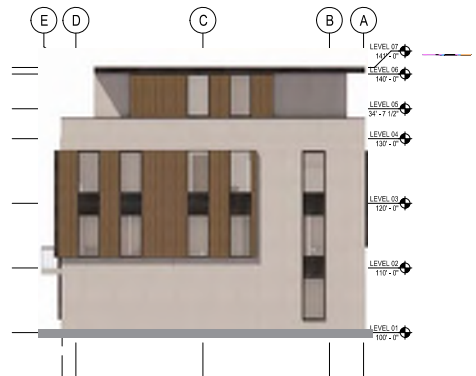
D1 ELEVATION - GARAGE ENTRANCE
 1/8" = 1'-0"



C1 ELEVATION - FRONT ENTRANCE
 1/8" = 1'-0"



A1 Elevation 6 - a
 1/8" = 1'-0"



A3 Elevation 4 - a
 1/8" = 1'-0"



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salt lake city, utah 84101
801.532.4422

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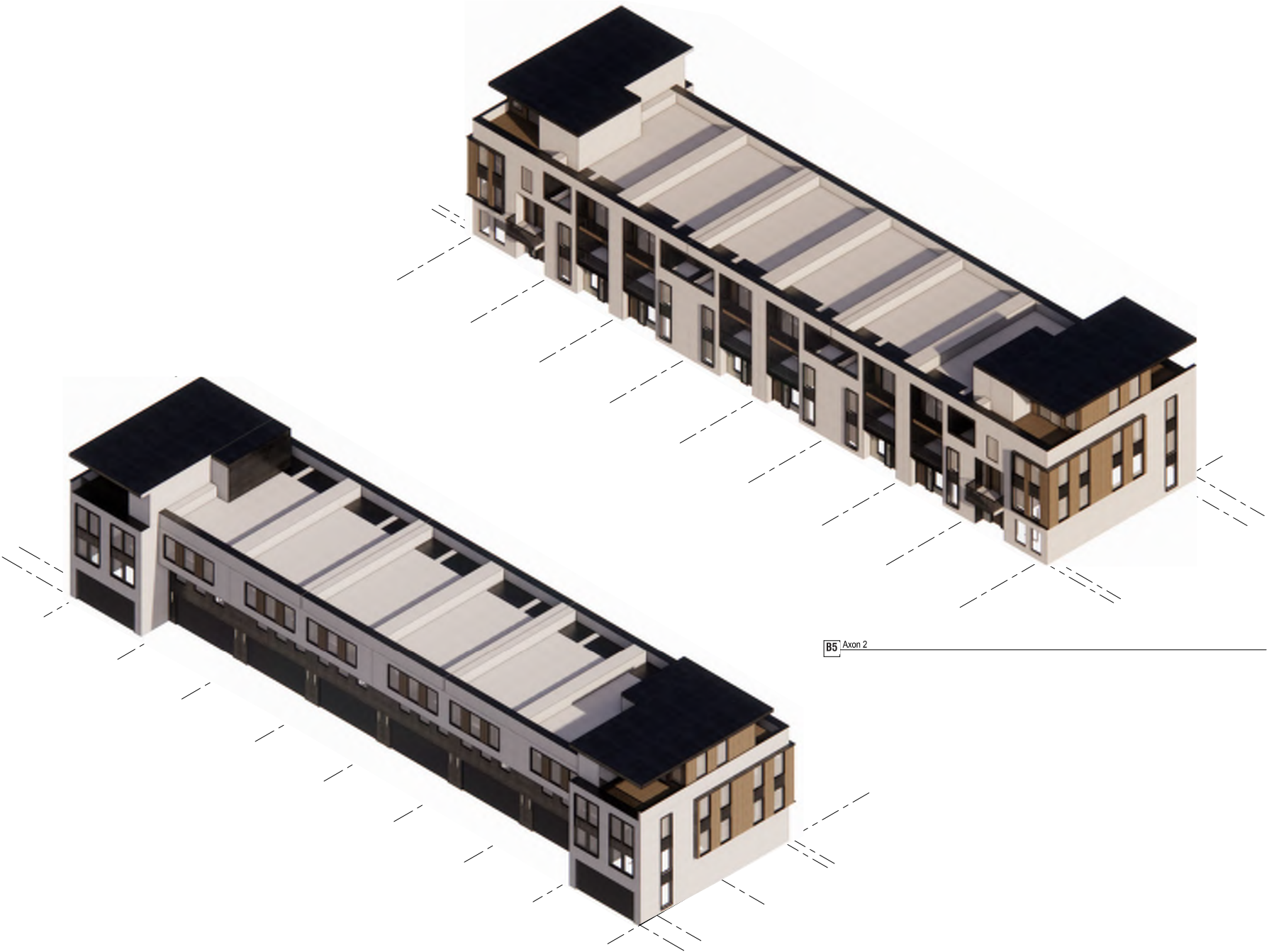
project:
**NORTH
STATION R1 -
DEVELOPMENT**

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

title:
**3M-3E
Townhouses
(Six Pack) -
Axons**

sheet:

SK-05.1b



A1 Axon 1

B5 Axon 2

1 2 3 4 5 6

E

D

C

B

A

1 2 3 4 5 6



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 salt lake city, utah 84101
 801 532 4422

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project:
**NORTH
 STATION R1 -
 DEVELOPMENT**

project #: 22-0555
 date: 03/22/2024
 revisions :

title:
**Townhouse -
 Renderings**

sheet:
SK-05.c

A1 PERSPECTIVE RENDERINGS



260 West Aspen Avenue
 Coffeyville, MO 64701
 877.832.4422

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**NORTH
 STATION R1 -
 DEVELOPMENT**

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 LOCATION UNDER ENERGY
 SETTINGS IF APPLICABLE]

Project# : [SET PROJECT INFO
 DATE: [NUMBER PARAMETER]
 revisions :

title:
**3M-3E
 Townhouses
 6PLEX -
 PLAN
 OPTION 1**

sheet:
SK-02.3

UNIT INFO

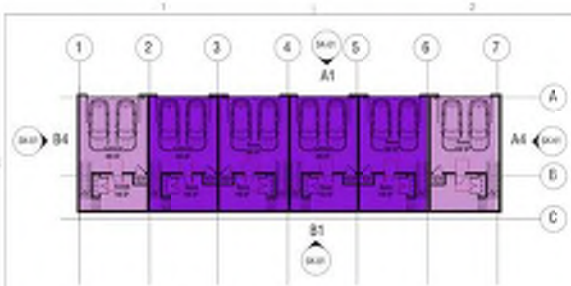
- 4 3 STORY NORTH - MIDDLE **3N**
- 2 3 STORY NORTH - END **3NE**

3N 2,413 SQFT

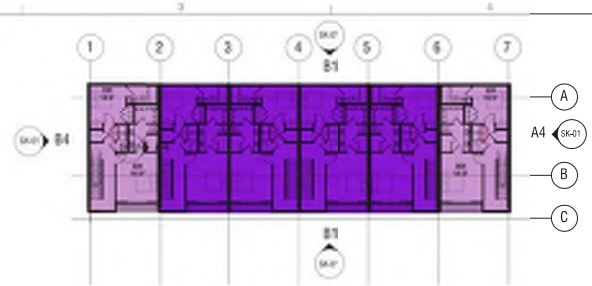
- LVL 1 - 788 SQFT
- LVL 2 - 788 SQFT
- LVL 3 - 837 SQFT

3NE 2,413 SQFT

- LVL 1 - 788 SQFT
- LVL 2 - 788 SQFT
- LVL 3 - 837 SQFT
- ROOF - 849 SQFT



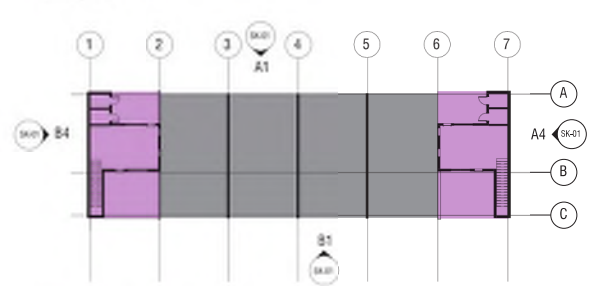
E1 LEVEL 01 - FLOOR PLAN - OPTION 01
 1/8" = 1'-0"



E3 LEVEL 03 - FLOOR PLAN - OPTION 01
 1/8" = 1'-0"



D1 LEVEL 02 - FLOOR PLAN - OPTION 01
 1/8" = 1'-0"



D3 LEVEL 04 - FLOOR PLAN - OPTION 01
 1/8" = 1'-0"



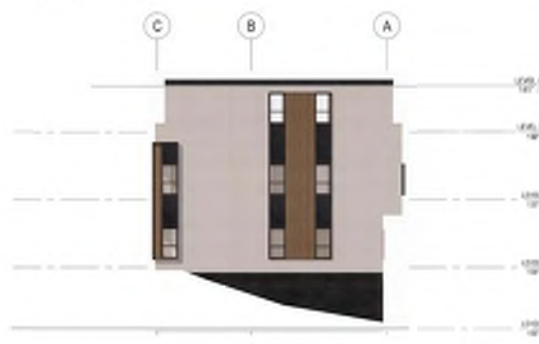
B1 ENTRANCE ELEVATION
 1/8" = 1'-0"



B4 WEST ELEVATION
 1/8" = 1'-0"



A1 GARAGE ELEVATION
 1/8" = 1'-0"



A4 EAST ELEVATION
 1/8" = 1'-0"



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salt lake city, utah 84101
801 532 4422

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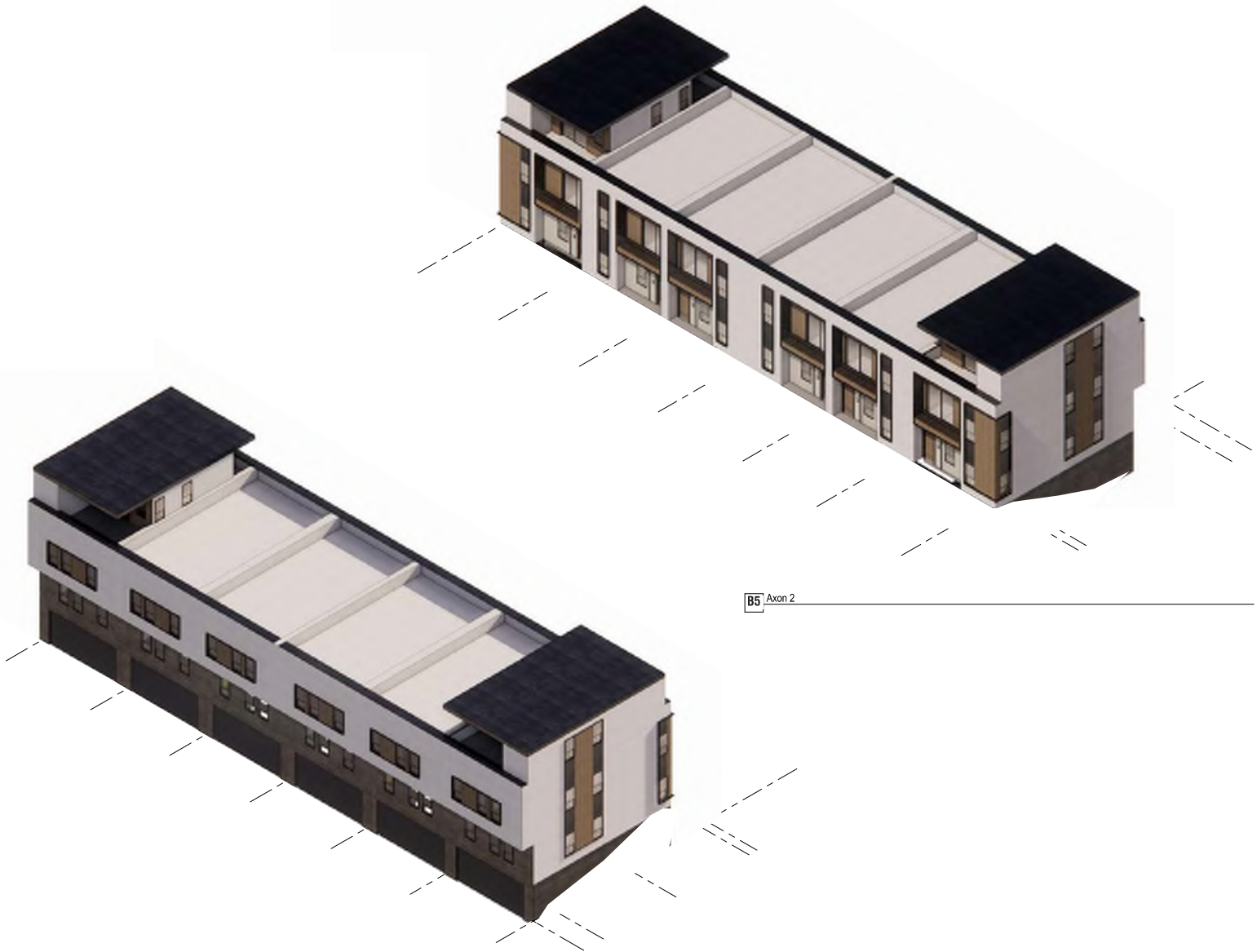
project:
**NORTH
STATION R1 -
DEVELOPMENT**

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

title:
**3M-3E
Townhouses
(Six Pack) -
Axons**

sheet:

SK-05.1b



B5 Axon 2

A1 Axon 1

1 2 3 4 5 6

1 2 3 4 5 6

E
D
C
B
A

E
D
C
B
A



A1 PERSPECTIVE RENDERINGS



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 salt lake city, utah 84101
 801 532 4422

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project:
**NORTH
 STATION R1 -
 DEVELOPMENT**

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

title:
**Townhouse -
 Renderings**

sheet:
SK-05.c



380 WEST WASHINGTON
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SEATTLE, WA 98101
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project:
**NORTH
STATION R1 -
DEVELOPMENT**

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ADDRESS TEXT FIELD AND SET
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SETTINGS IF APPLICABLE.]

project: [SET PROJECT INFO
NUMBER PARAMETER.]

date: [SET DATE]

revisions:

title:
**3M-3E
TownhouseS
(Eight Pack) -
Plans**

sheet:
SK-02.1

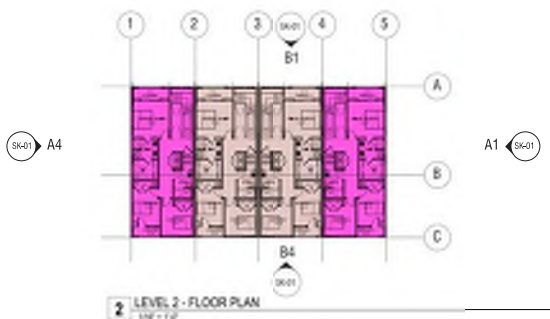
UNIT INFO

2 2 STORY - MIDDLE **2M**
2 2 STORY - END **2E**

4 units on site

2M **2,280 SQFT**
LVL 1 - 1,140 SQFT
LVL 2 - 1,140 SQFT

2E **2,280 SQFT**
LVL 1 - 1,140 SQFT
LVL 2 - 1,140 SQFT



81 ENTRANCE ELEVATION
1/8" = 1'-0"



84 GARAGE ELEVATION
1/8" = 1'-0"



A1 SIDE ELEVATION
1/8" = 1'-0"



A4 SIDE ELEVATION
1/8" = 1'-0"



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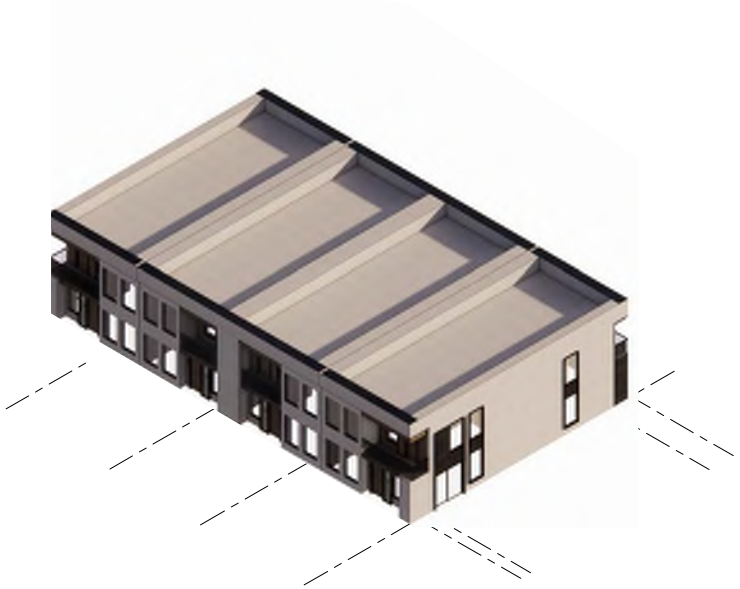
project:
**NORTH
STATION R1 -
DEVELOPMENT**

[SET PROJECT INFORMATION
ADDRESS TEXT FIELD AND SET
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SETTINGS IF APPLICABLE]

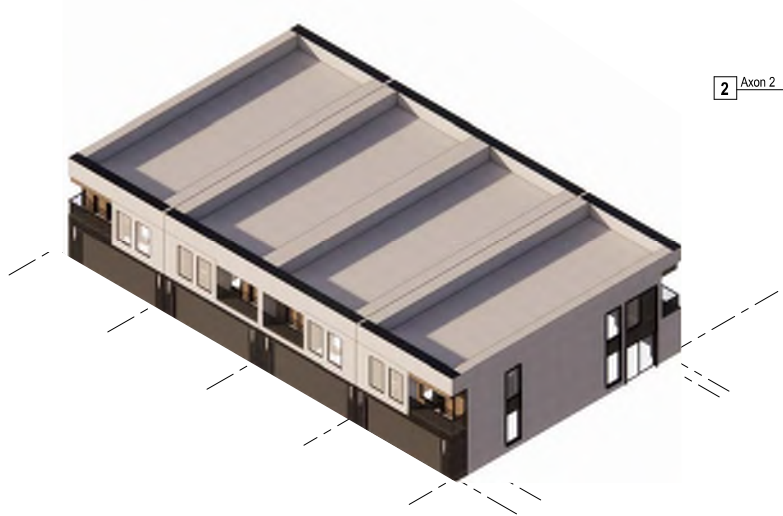
project: [SET PROJECT INFO
NUMBER PARAMETER]
date: _____
revisions :

title:
**3M-3E
Townhouses
(Six Pack) -
Axons**

sheet:
SK-02.1b



2 Axon 2



1 Axon 1



A1 PERSPECTIVE RENDERINGS



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 salt lake city, utah 84101
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project:
**NORTH
 STATION R1 -
 DEVELOPMENT**

[SET PROJECT INFORMATION
 ADDRESS TEXT FIELD AND SET
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 SETTINGS IF APPLICABLE]

project: [SET PROJECT INFO
 NUMBER PARAMETER]
 date:
 revisions :

title:
Renderings

sheet:
SK-02.c



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 salt lake city, utah 84101
 801.532.4422

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project:
**NORTH
 STATION R1 -
 DEVELOPMENT**

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

title:
**3M-3E
 Townhouses
 (Eight Pack) -
 Elevations**

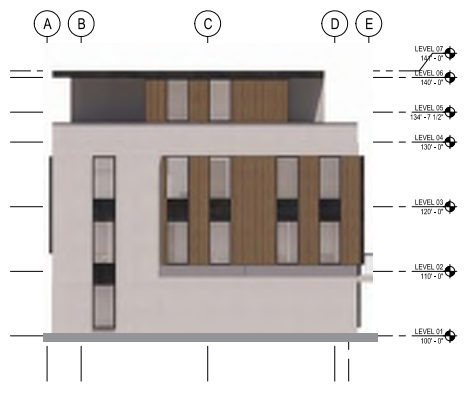
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SK-05.1a



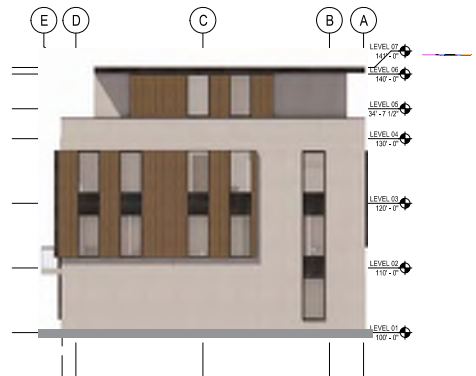
D1 ELEVATION - GARAGE ENTRANCE
 1/8" = 1'-0"



C1 ELEVATION - FRONT ENTRANCE
 1/8" = 1'-0"



A1 Elevation 6 - a
 1/8" = 1'-0"



A3 Elevation 4 - a
 1/8" = 1'-0"



280 West Aspen Avenue
Coffeyville, MO 64701
871.832.4422

UNLESS A PROFESSIONAL SEAL, PHOTOGRAPH AND
CAPTION APPEAR, THE OCCUPANT REPRESENTATIVE AND
NOT THE ARCHITECT IS RESPONSIBLE FOR THE
PURPOSES OF REPRESENTATION.

NOT FOR CONSTRUCTION

THE DESIGN DRAWING AND DESCRIPTIONS REPRESENTING
ALL ITEMS SHALL BE THE PROPERTY OF METHOD HOMES
AND SHALL REMAIN THE PROPERTY OF METHOD HOMES
UNLESS OTHERWISE SPECIFIED. NO PART OF THIS
DRAWING OR ANY INFORMATION CONTAINED HEREIN
MAY BE REPRODUCED OR TRANSMITTED IN ANY
FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL,
INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY
INFORMATION STORAGE AND RETRIEVAL SYSTEM,
WITHOUT PERMISSION FROM METHOD HOMES.

NORTH STATION R1 - DEVELOPMENT

[SET PROJECT INFORMATION
ADDRESS TEXT FIELD AND SET
LOCATION UNDER ENERGY
SETTINGS IF APPLICABLE]

Project# : [SET PROJECT INFO
NUMBER PARAMETER]
revisions :

title:
2WE
Townhouses
8PLEX
PLAN

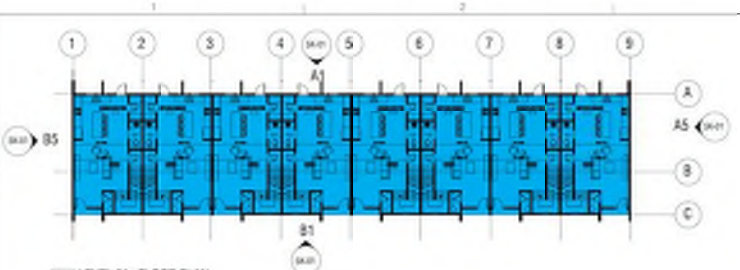
sheet:
SK-02.4

UNIT INFO

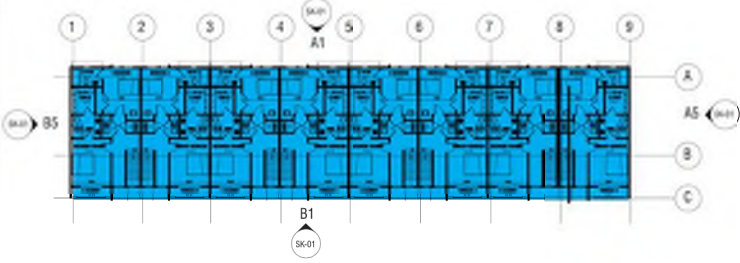
32 2 STORY - WEST **2WE**

2WE 1,585 SQFT

LVL 1 - 751 SQFT
LVL 2 - 834 SQFT



E1 LEVEL 01 - FLOOR PLAN
1/8" = 1'-0"



D2 LEVEL 02 - FLOOR PLAN
1/16" = 1'-0"



B1 ENTRANCE ELEVATION
1/8" = 1'-0"



B5 SIDE ELEVATION
1/8" = 1'-0"



A1 GARAGE ELEVATION
1/8" = 1'-0"



A6 SIDE ELEVATION
1/8" = 1'-0"



360 west aspen avenue
salt lake city, utah 84101
801 632 4422

UNLESS A PROFESSIONAL SEAL, SIGNATURE AND
DATE IS APPLIED, THIS DOCUMENT IS UNRELIABLE
AND IS NOT INTENDED FOR CONSTRUCTION,
PERFORMANCE PURPOSES, OR APPLICATIONS.

NOT FOR CONSTRUCTION

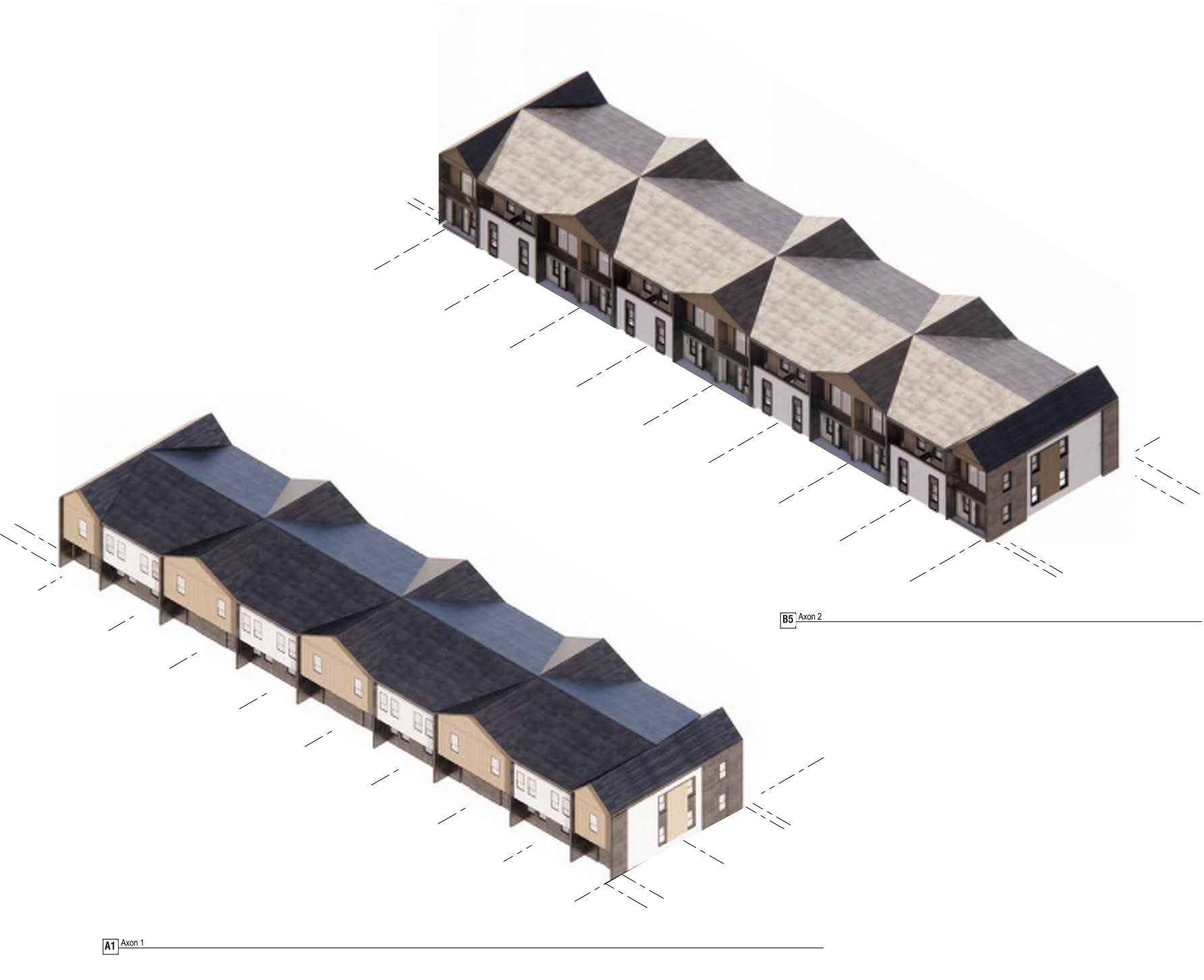
THE DESIGN SYSTEM AND DESCRIPTION HEREIN
INCLUDES ALL TECHNICAL DRAWINGS, GRADING,
FOUNDATION, AND ACCESSORIES, AND
PROVIDES A COMPLETE SET OF CONSTRUCTION OR
CONSTRUCTION DOCUMENTS WHICH, IF PREPARED
BY THE ARCHITECT OR CONTRACTOR, SHALL BE
CONSIDERED COMPLETE AND ACCURATE.

project:
**NORTH
STATION R1 -
DEVELOPMENT**

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

title:
**2WE
Townhouses
8PLEX
Axons**

sheet:
SK-05.1b



A1 Axon 1

B5 Axon 2

1 2 3 4 5 6

E
D
C
B
A



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

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 DATE IS APPLIED, THIS DOCUMENT IS UNRELIABLE
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NOT FOR CONSTRUCTION

THE DESIGN SYSTEM AND DESCRIPTION HEREIN
 INCLUDES ALL TECHNICAL DRAWINGS, GRADING,
 PRELIMINARY AND FINAL, AND
 PLANNING AND CONSTRUCTION. ANY CHANGES OR
 CORRECTIONS TO THIS DOCUMENT SHALL BE
 MADE BY THE DESIGNER AND APPROVED BY THE
 CLIENT.

project:
**NORTH
 STATION R1 -
 DEVELOPMENT**

project #: 22-0555
 date: 03/22/2024
 revisions :

title:
**Townhouse -
 Renderings**

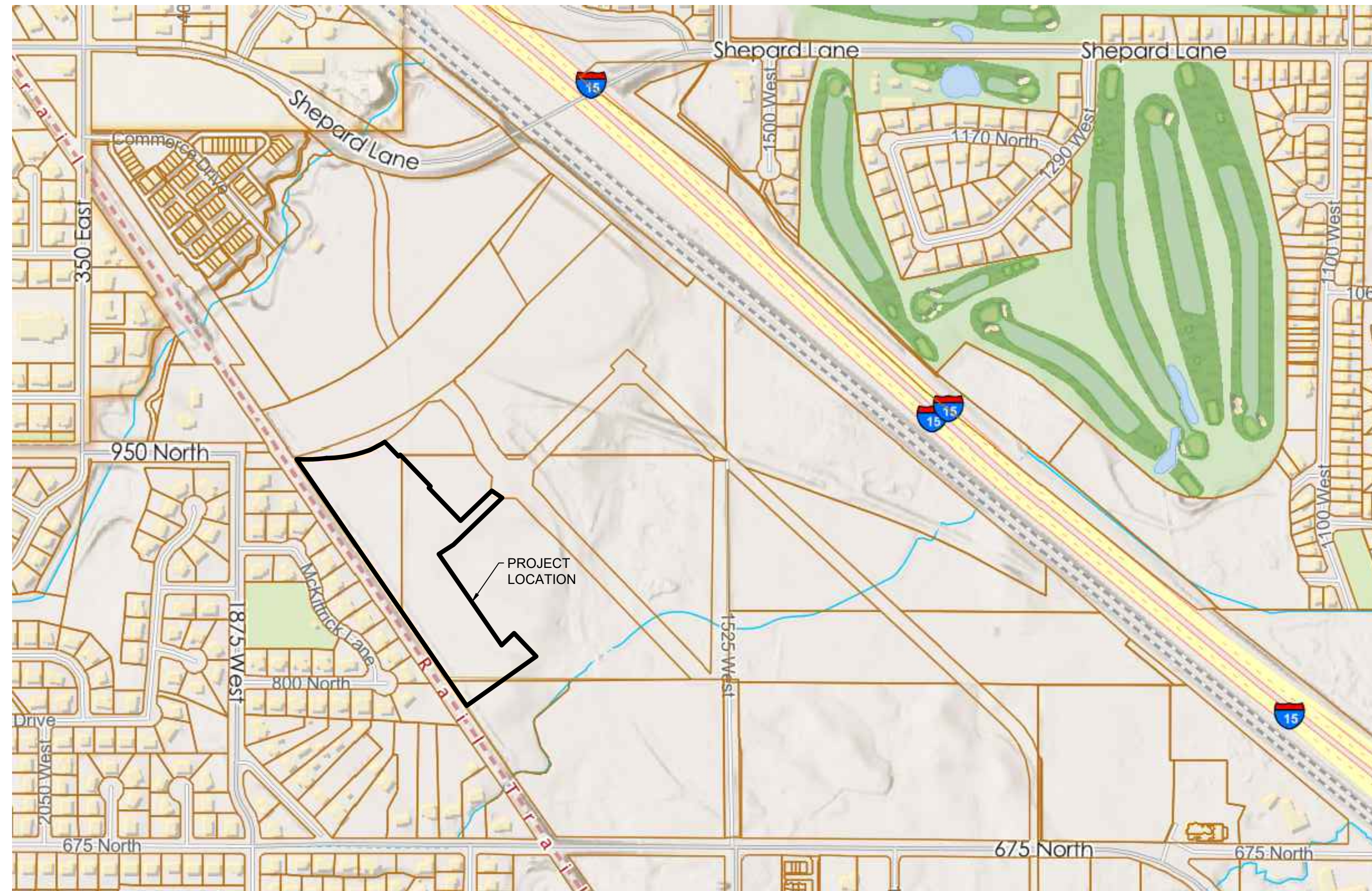
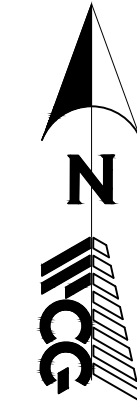
sheet:
SK-05.c

NORTH STATION R1 - DEVELOPMENT

FARMINGTON CITY, DAVIS COUNTY, UTAH

SEPTEMBER 2024

PRELIMINARY PLAT



VICINITY MAP
NOT TO SCALE

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CH BEARING	CH LENGTH
C1	96.91'	629.57'	N86°49'32"E	96.82'
C2	190.12'	553.86'	N79°12'20"E	189.19'
C3	70.11'	650.50'	N61°39'38"E	70.08'
C4	5.10'	210.00'	N46°49'23"E	5.10'
C5	40.40'	250.00'	N50°45'24"E	40.36'
C6	54.98'	35.00'	S79°36'37"E	49.50'
C7	72.75'	35.00'	S24°56'17"W	60.34'
C8	64.40'	41.00'	N88°52'16"W	57.98'
C9	128.29'	795.00'	N50°44'59"E	128.15'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S43°27'34"E	60.32'
L2	S43°49'25"E	76.12'
L3	S88°49'38"E	31.05'
L4	N01°07'56"E	27.00'
L5	S01°07'56"W	27.00'
L6	S55°35'36"E	53.55'
L7	S57°12'23"W	74.08'
L8	N46°07'37"E	68.62'
L12	S43°27'34"E	13.50'
L13	S43°27'34"E	13.50'

NOTES

1. ANY EASEMENT PERTAINING TO OR REQUIRED FOR THE DEVELOPMENT OF NORTH STATION MASTER PLAT PARCEL R2, PARCEL C5, OR PARCEL C6 IS HEREBY GRANTED TO DEVELOPER.

BOUNDARY DESCRIPTION

ALL OF PARCEL R1, NORTH STATION MASTER PLAT, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED AS ENTRY NUMBER _____ IN THE DAVIS COUNTY RECORDER'S OFFICE.

SURVEYOR'S CERTIFICATE

I, DEVRON JAY ANDERSEN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NUMBER 7897281 IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, TITLE 58, CHAPTER 22, OF UTAH CODE; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH TITLE 17, CHAPTER 23, SECTION 17, OF UTAH CODE; AND HAVE HEREBY SUBDIVIDED SAID PROPERTY INTO (7) PARCELS, KNOWN HEREAFTER AS

NORTH STATION R1 - DEVELOPMENT

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



OWNER'S DEDICATION

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

NORTH STATION R1 - DEVELOPMENT

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

DATED THIS _____ DAY OF _____, 2024.

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

ACKNOWLEDGEMENT

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

File Path: C:\Shared drives\2023 Projects\23-355 Farmington North - Stack Development\05_Data\Right of Way\Boundary\23355 Farmington Plat Base R1_Final.dwg Oct 25, 2024 - 2:15pm

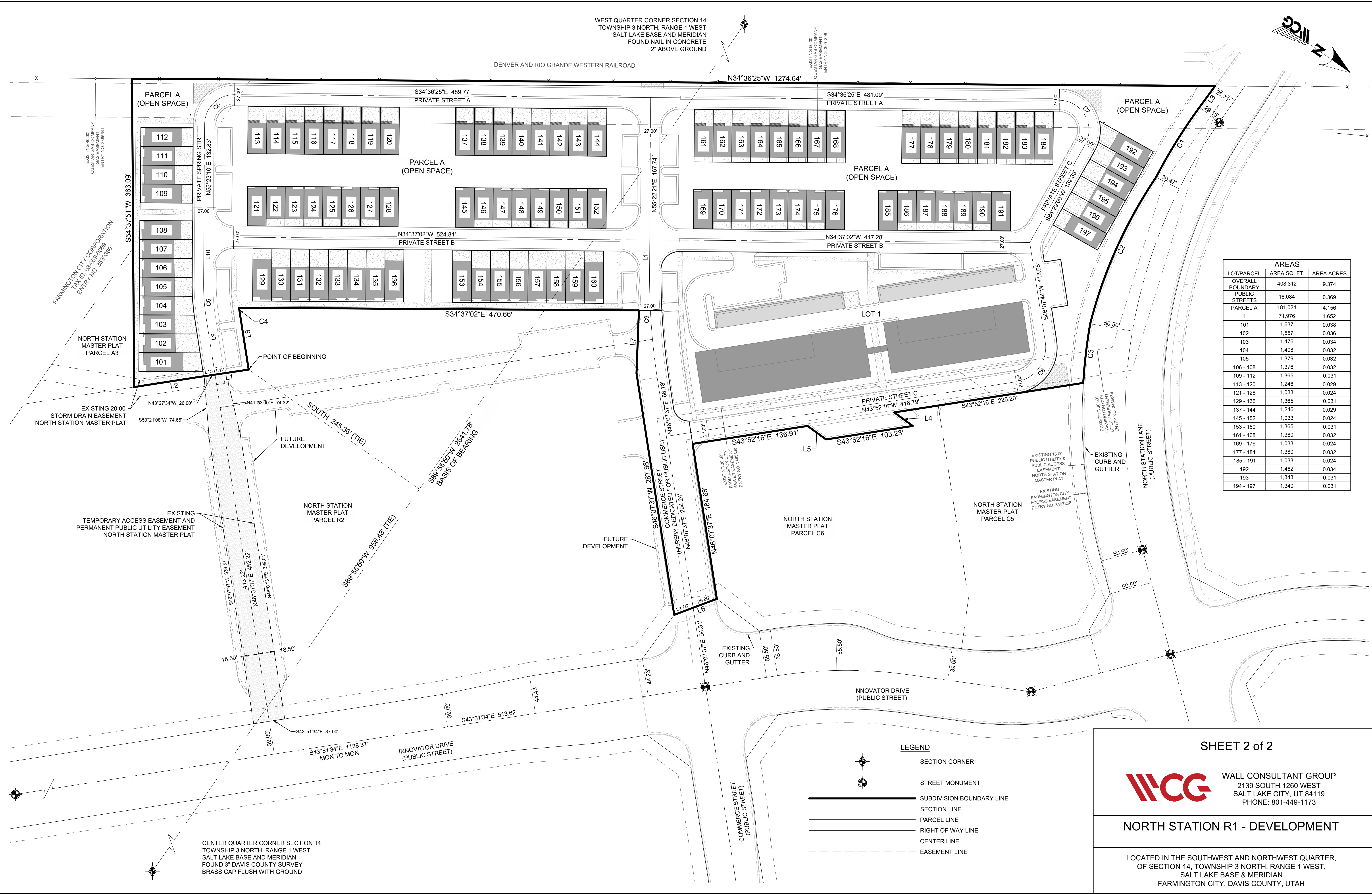
<p style="text-align: center;">BENCHLAND WATER DISTRICT</p> <p>APPROVED THIS _____ DAY OF _____, 2024, BY THE BENCHLAND WATER DISTRICT.</p> <p>_____ BENCHLAND WATER DISTRICT MANAGER</p>	<p style="text-align: center;">WEBER BASIN WATER DISTRICT</p> <p>APPROVED THIS _____ DAY OF _____, 2024, BY THE WEBER BASIN WATER CONSERVANCY DISTRICT.</p> <p>_____ WEBER BASIN WATER DISTRICT MANAGER</p>	<p style="text-align: center;">CENTRAL DAVIS SEWER DISTRICT</p> <p>APPROVED THIS _____ DAY OF _____, 2024, BY THE CENTRAL DAVIS SEWER DISTRICT.</p> <p>_____ CENTRAL DAVIS SEWER DISTRICT MANAGER</p>	<p>PROJECT NUMBER _____ 23-355</p> <p>DESIGNED BY _____ KWT</p> <p>DRAWN BY _____ KWT</p> <p>CHECKED BY _____ DRW DATE _____</p>
<p style="text-align: center;">PLANNING COMMISSION APPROVAL</p> <p>APPROVED THIS _____ DAY OF _____, 2024, BY THE FARMINGTON CITY PLANNING COMMISSION.</p> <p>_____ FARMINGTON CITY PLANNING COMMISSION CHAIRMAN</p>	<p style="text-align: center;">CITY ATTORNEY'S APPROVAL</p> <p>APPROVED THIS _____ DAY OF _____, 2024, BY THE FARMINGTON CITY ATTORNEY.</p> <p>_____ FARMINGTON CITY ATTORNEY</p>	<p style="text-align: center;">FARMINGTON CITY ENGINEER</p> <p>APPROVED THIS _____ DAY OF _____, 2024, BY THE FARMINGTON CITY ENGINEER.</p> <p>_____ DATE _____ FARMINGTON CITY ENGINEER</p>	<p style="text-align: center;">CITY COUNCIL APPROVAL</p> <p>APPROVED THIS _____ DAY OF _____, 2024, BY THE FARMINGTON CITY COUNCIL.</p> <p>_____ CITY RECORDER _____ CITY MAYOR</p>

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

NORTH STATION R1 - DEVELOPMENT

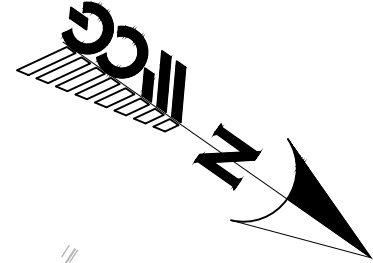
LOCATED IN THE SOUTHWEST AND NORTHWEST QUARTER,
 OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST,
 SALT LAKE BASE & MERIDIAN
 DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER
 RECORDED # _____
 STATE OF UTAH, COUNTY OF DAVIS, RECORDED AND FILED AT THE
 REQUEST OF _____
 DATE _____ TIME _____ BOOK _____ PAGE _____
 FEE _____ DAVIS COUNTY RECORDER



WEST QUARTER CORNER SECTION 14
TOWNSHIP 3 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
FOUND NAIL IN CONCRETE
2" ABOVE GROUND

EXISTING 30.00'
QUESTAR GAS COMPANY
ENTRY NO. 3001306



AREAS		
LOT/PARCEL	AREA SQ. FT.	AREA ACRES
OVERALL BOUNDARY	408,312	9.374
PUBLIC STREETS	16,084	0.369
PARCEL A	181,024	4.156
1	71,976	1.652
101	1,637	0.038
102	1,557	0.036
103	1,476	0.034
104	1,408	0.032
105	1,379	0.032
106 - 108	1,376	0.032
109 - 112	1,365	0.031
113 - 120	1,246	0.029
121 - 128	1,033	0.024
129 - 136	1,365	0.031
137 - 144	1,246	0.029
145 - 152	1,033	0.024
153 - 160	1,365	0.031
161 - 168	1,380	0.032
169 - 176	1,033	0.024
177 - 184	1,380	0.032
185 - 191	1,033	0.024
192	1,462	0.034
193	1,343	0.031
194 - 197	1,340	0.031

- LEGEND**
- SECTION CORNER
 - STREET MONUMENT
 - SUBDIVISION BOUNDARY LINE
 - SECTION LINE
 - PARCEL LINE
 - RIGHT OF WAY LINE
 - CENTER LINE
 - EASEMENT LINE

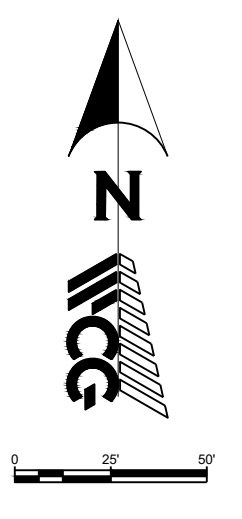
SHEET 2 of 2

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

NORTH STATION R1 - DEVELOPMENT

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

CENTER QUARTER CORNER SECTION 14
TOWNSHIP 3 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
FOUND 3" DAVIS COUNTY SURVEY
BRASS CAP FLUSH WITH GROUND



LEGEND

	ROW TO BE DEDICATED TO FARMINGTON CITY
	NEW ASPHALT
	APARTMENTS
	TOWNHOMES
	NEW CONCRETE
	EX ASPHALT
	ROAD BASE

- KEYNOTES:**
- 01 5' SIDEWALK PER APWA DETAIL# 231
 - 02 6' SIDEWALK PER APWA DETAIL #231
 - 03 8' SIDEWALK PER APWA DETAIL #231
 - 04 ADA RAMP
 - 05 ENCLOSED DUMPSTER PAD
 - 06 3" THICK CONCRETE PAD
 - 07 SNOW STORAGE
 - 08 FIRE HYDRANT
 - 09 12" THICK ROAD BASE



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

CAUTION: NOTICE TO CONTRACTOR

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

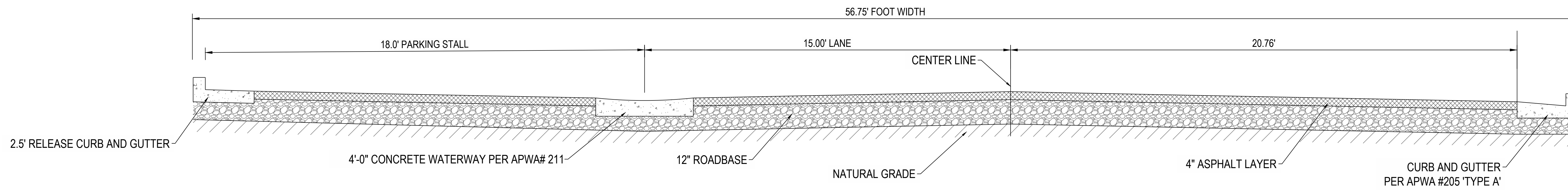
ENGINEER
ISAAC RICHES, P.E.
WALL CONSULTING GROUP
2138 SOUTH 1280 WEST
S.L.C. UTAH 84119
P: 801-860-2191
E: isaac.riches@wccg.us

REVISIONS	NO.	REMARKS	BY	DATE

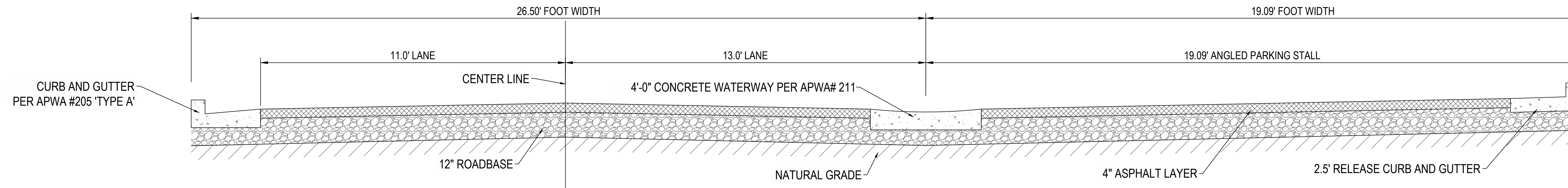
CHECKED BY:	IJR
DRAWN BY:	IJR
DATE:	10/17/2024

WALL CONSULTANT GROUP
4100 SOUTH 1280 WEST
SALT LAKE CITY, UT 84119
PHONE: 801-449-1173
N/A

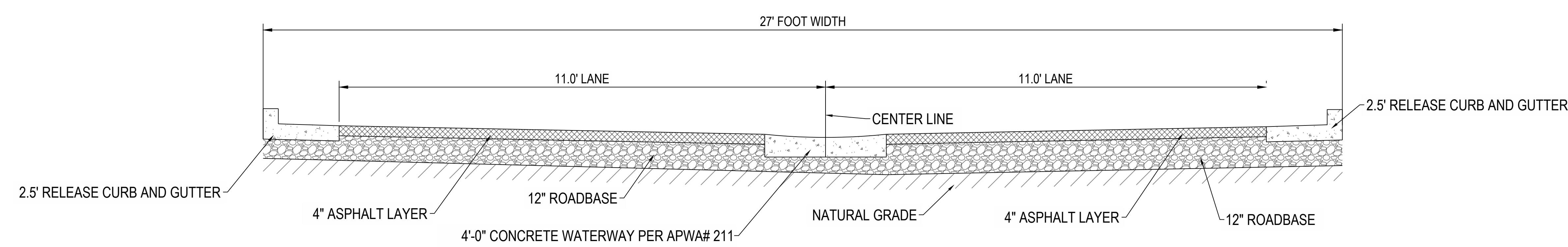
NORTH STATION R1 - DEVELOPMENT	PHASE 1	23-355
CONCEPT SITE PLAN		
PROJECT NO.	23-355	
SHEET NO.	C300	



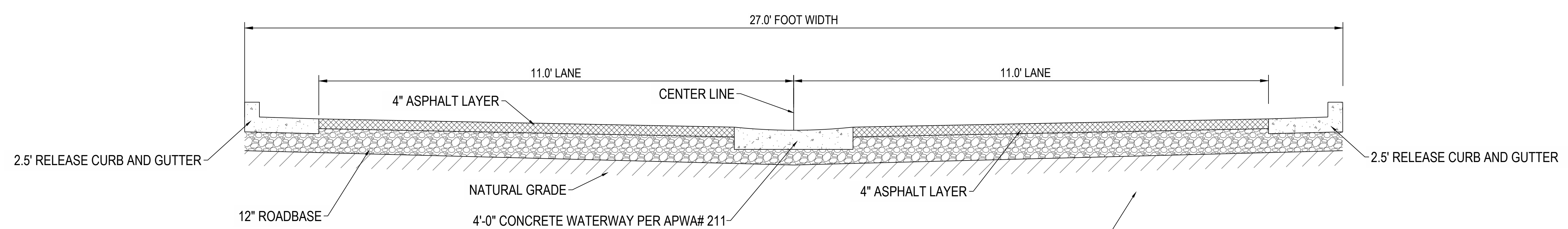
1 27' WIDTH TO 70' WIDTH WITH ROAD TRANSITION CROSS SECTION



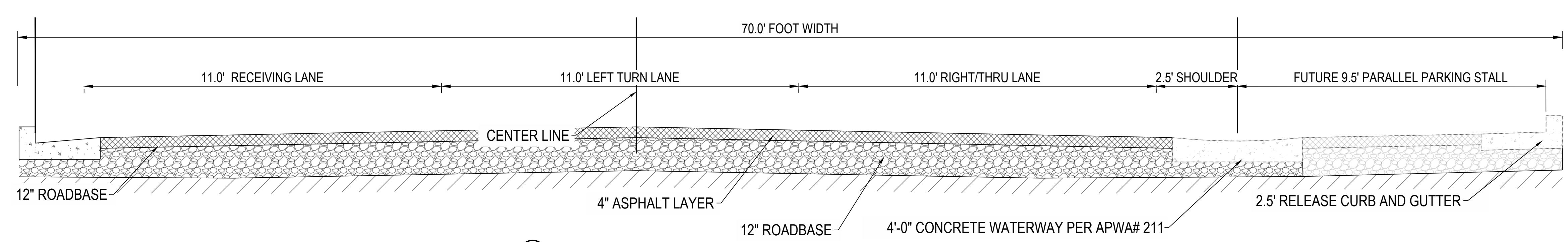
2 27.0' WIDTH ROW WITH ON-STREET PARALLEL PARKING CROSS SECTION



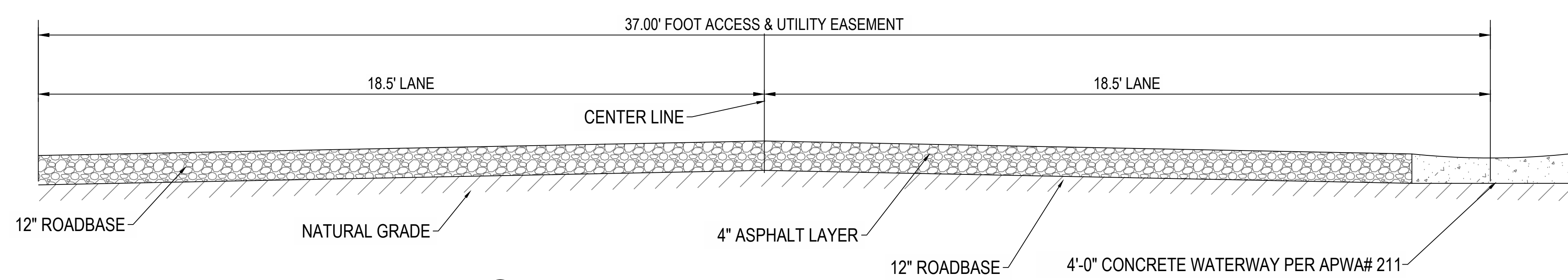
3 27.0' WIDTH ROW WITH ON-STREET PARKING CROSS SECTION



4 27.0' WIDTH ROW WITH ON-STREET PARKING CROSS SECTION



5 COMMERCE ROW WITH ON-STREET PARALLEL CROSS SECTION



6 SPRING CREEK ROW WITH ON-STREET PARALLEL CROSS SECTION

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ENGINEER
ISAAC RICHES, P.E.
WALL CONSULTING GROUP
2139 SOUTH 1280 WEST
S.L.C. UTAH 84119
P: 801-960-2191
E: isaac.riches@wcg.us



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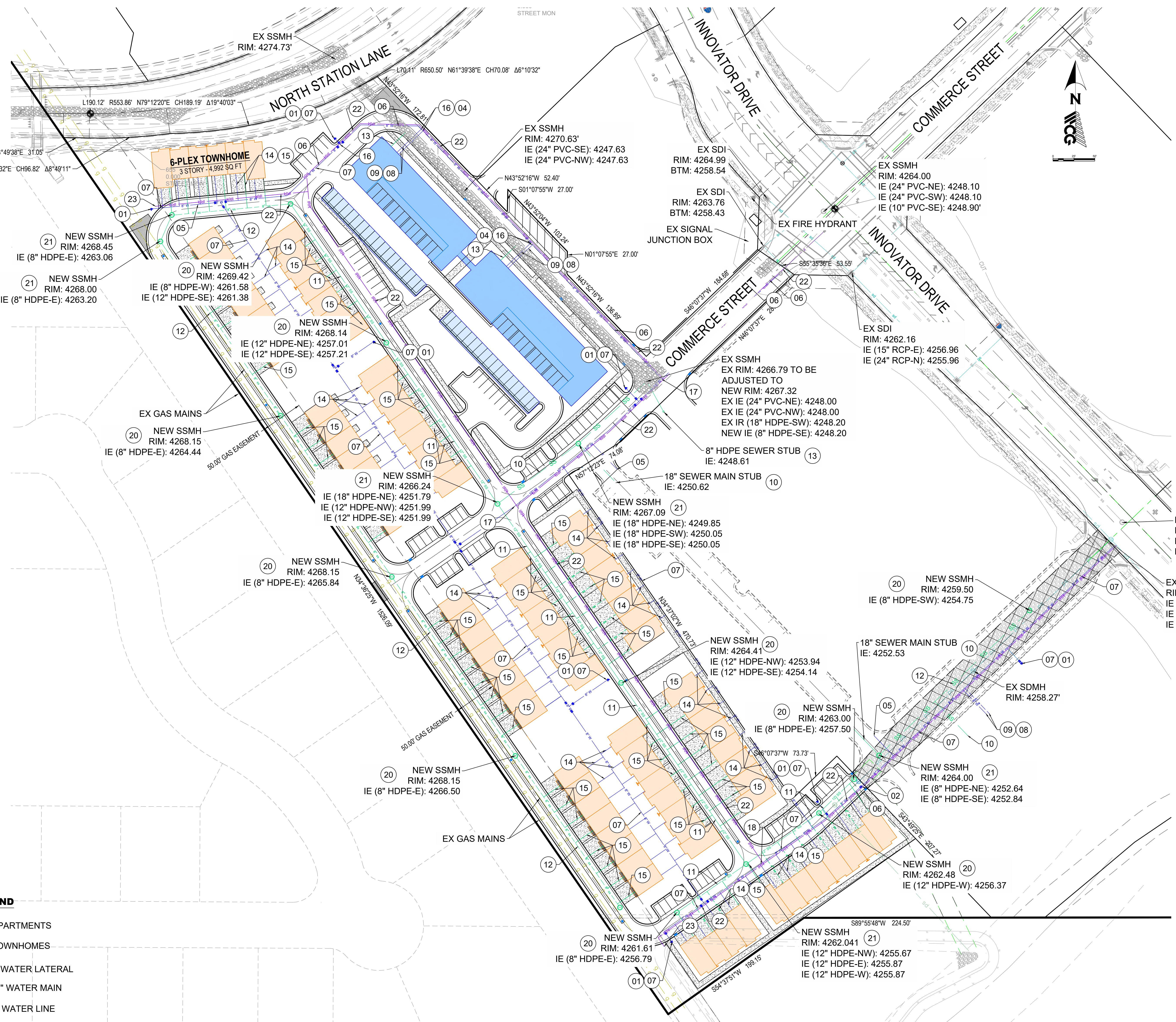
REVISIONS	NO.	REMARKS	BY	DATE

CHECKED BY: IUR	DRAWN BY: IUR	DATE: 10/17/2024
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NORTH STATION R1 - DEVELOPMENT	PHASE 1	23-355
PRELIMINARY STREET CROSS SECTIONS		
PROJECT NO.	23-355	
SHEET NO.	C301	

KEYNOTES:

- 01 NEW FIRE HYDRANT ASSEMBLY PER APWA #511
- 02 8" GATE VALVE
- 03 10" GATE VALVE
- 04 10"x6"x10" TEE
- 05 8" WATER STUB
- 06 10" C900 DR18 WATER MAIN
- 07 8" C900 DR18 WATER MAIN
- 08 6" C900 DR18 FIRE LINE
- 09 8" C900 DR18 WATER LATERAL
- 10 18" SDR 35 SEWER MAIN
- 11 12" SDR 35 SEWER MAIN
- 12 8" SDR 35 SEWER MAIN
- 13 8" SDR 35 SEWER LATERAL
- 14 3" POLY WATER LINE AND METER (TYP.)
- 15 4" SDR-35 SEWER LATERAL (TYP.)
- 16 10"x8"x10" TEE
- 17 10"x10"x10" TEE
- 18 8"x10"x10" TEE
- 19 THRUSTBLOCKING
- 20 4" DIA SSMH
- 21 5" DIA SSMH
- 22 8" C900 DR18 IRRIGATION MAIN
- 23 BLOW OFF VALVE



LEGEND

 	APARTMENTS
 	TOWNHOMES
---	3" WATER LATERAL
---	12" WATER MAIN
---	8" WATER LINE
---	6" WATER LINE
---	18" SEWER LINE
---	12" SEWER LINE
---	8" SEWER LINE
---	4" SEWER LATERAL
---	EX GAS MAIN



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

CAUTION: NOTICE TO CONTRACTOR

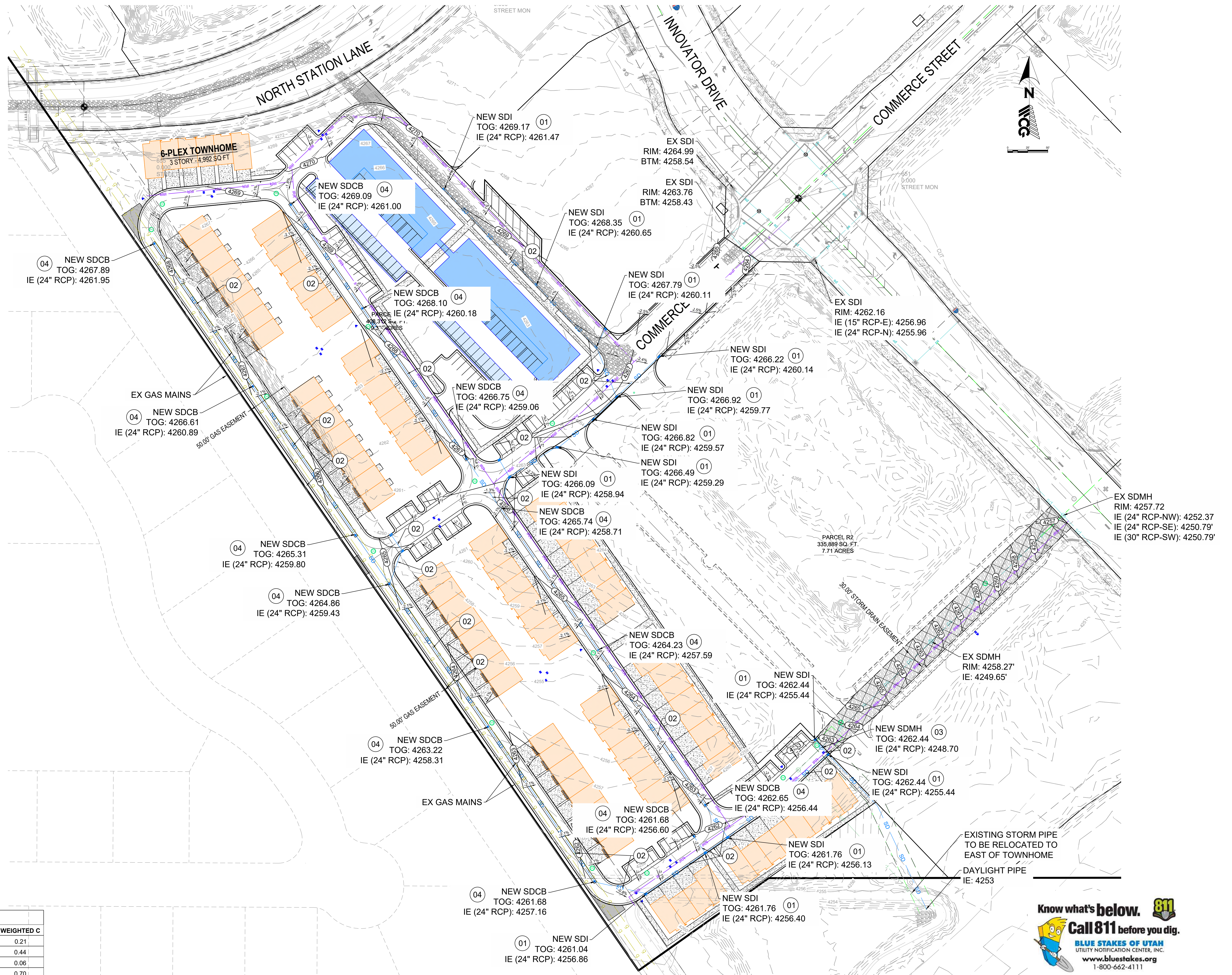
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ENGINEER
ISAAC RICHES, P.E.
WALL CONSULTING GROUP
2138 SOUTH 1280 WEST
S.L.C. UTAH 84119
P: 801-860-2191
E: isaac.riches@wcg.us

<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 5%;">NO.</th> <th style="width: 45%;">REMARKS</th> <th style="width: 10%;">BY</th> <th style="width: 40%;">DATE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	REMARKS	BY	DATE					<p>CHECKED BY: IUR</p> <p>DRAWN BY: IUR</p> <p>DATE: 10/17/2024</p>
NO.	REMARKS	BY	DATE						
<p>WCG WALL CONSULTANT GROUP 2138 SOUTH 1280 WEST SALT LAKE CITY, UT 84119 PHONE: 801-449-1173 FAX: N/A</p>									
<p>NORTH STATION RT - DEVELOPMENT PHASE 1 23-355 PRELIMINARY UTILITY PLAN</p>									
<p>PROJECT NO. 23-355 SHEET NO. C400</p>									

KEYNOTES:

- 01 NEW SDI PER FARMINGTON CITY STD #308 & 315
- 02 24" DIA RCP PIPE
- 03 NEW SDMH PER FARMINGTON CITY STD #302
- 04 NEW 2x2' SDCB PER FARMINGTON CITY STD



LEGEND

- APARTMENTS
- TOWNHOMES
- STORM DRAIN LINE

STORM CALCULATIONS

	AREA	RATIONAL RUNOFF COEFFICIENT 'C'	WEIGHTED C
Building Area	95702.00 ft ²	C _b 0.9	0.21
Pavement Area	205298.99 ft ²	C _p 0.9	0.44
Landscape Area	117795.01 ft ²	C _l 0.2	0.06
Total Area 'A'	418796.00 ft ²	WEIGHTED C	0.70
CA	9.61 Acres		
CA	6.76		

DESIGN FREQUENCY 100 year NOAA Storm Release Rate 'R' 0.00 ft³/sec/Acre

Rain fall data from NOAA

T	RAIN FALL	C*A	RAIN FALL * C*A	DISCHARGE, D	STORAGE
15 min	4.50 in/hr	294459.89 ft ²	27605.61 ft ³	0.00 ft ³	27605.61 ft ³
30 min	3.03 in/hr	294459.89 ft ²	37175.56 ft ³	0.00 ft ³	37175.56 ft ³
60 min	1.88 in/hr	294459.89 ft ²	46132.05 ft ³	0.00 ft ³	46132.05 ft ³
180 min	0.76 in/hr	294459.89 ft ²	55800.15 ft ³	0.00 ft ³	55800.15 ft ³
360 min	0.40 in/hr	294459.89 ft ²	59333.67 ft ³	0.00 ft ³	59333.67 ft ³
720 min	0.24 in/hr	294459.89 ft ²	69198.07 ft ³	0.00 ft ³	69198.07 ft ³
1440 min	0.13 in/hr	294459.89 ft ²	78326.33 ft ³	0.00 ft ³	78326.33 ft ³
EQUATION	CA = C*A	F = d/12*CA	D=R*A*60*T	Storage = F-D	

Know what's below. 811
Call 811 before you dig.
 BLUE STAKES OF UTAH
 UTILITY NOTIFICATION CENTER, INC.
 www.bluestakes.org
 1-800-662-4111

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

CAUTION: NOTICE TO CONTRACTOR

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

NO.	REVISIONS	DATE

CHECKED BY:	DATE:

WCG
 WALL CONSULTANT GROUP
 2138 SOUTH 1280 WEST
 SALT LAKE CITY, UT 84119
 PHONE: 801-449-1173
 FAX: 801-449-1173
 NA

NORTH STATION RT - DEVELOPMENT	PHASE 1	23-355
PRELIMINARY GRADING/DRAINAGE		
PROJECT NO.	23-355	
SHEET NO.	C500	



Farmington City Planning Commission Staff Report October 29, 2024

Item 5b: Lyon Meadows Development Agreement and Deed Restriction Recommendation

Public Hearing:	No
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:	17
Property Owner/Applicant:	Lyon Family Trust/Stephen Lyon

Request: *The applicant is requesting a recommendation for the enclosed Development Agreement and Deed Restriction for the Lyon Meadows Subdivision.*

Background Information

On September 19th the Planning Commission recommended that the City Council approve the Schematic subdivision plan and Preliminary PUD Master Plan for the Lyon Meadows Subdivision subject to, among other things, the following condition:

The City approve a moderate-income housing proposal, including fully executed and recordable documents, prior to the applicant receiving approval of a Preliminary Plat or Final PUD Master Plan.

The City Council approved the recommendation of the Planning Commission October 1st 2024, with an additional condition:

The City Council will consider adopting an enabling ordinance enacting the PUD overlay prior to or concurrent with approval of the moderate-income housing proposal with accompanying documents.

Subsequently, this staff report includes Development Agreement and Deed Restriction for Planning Commission consideration.

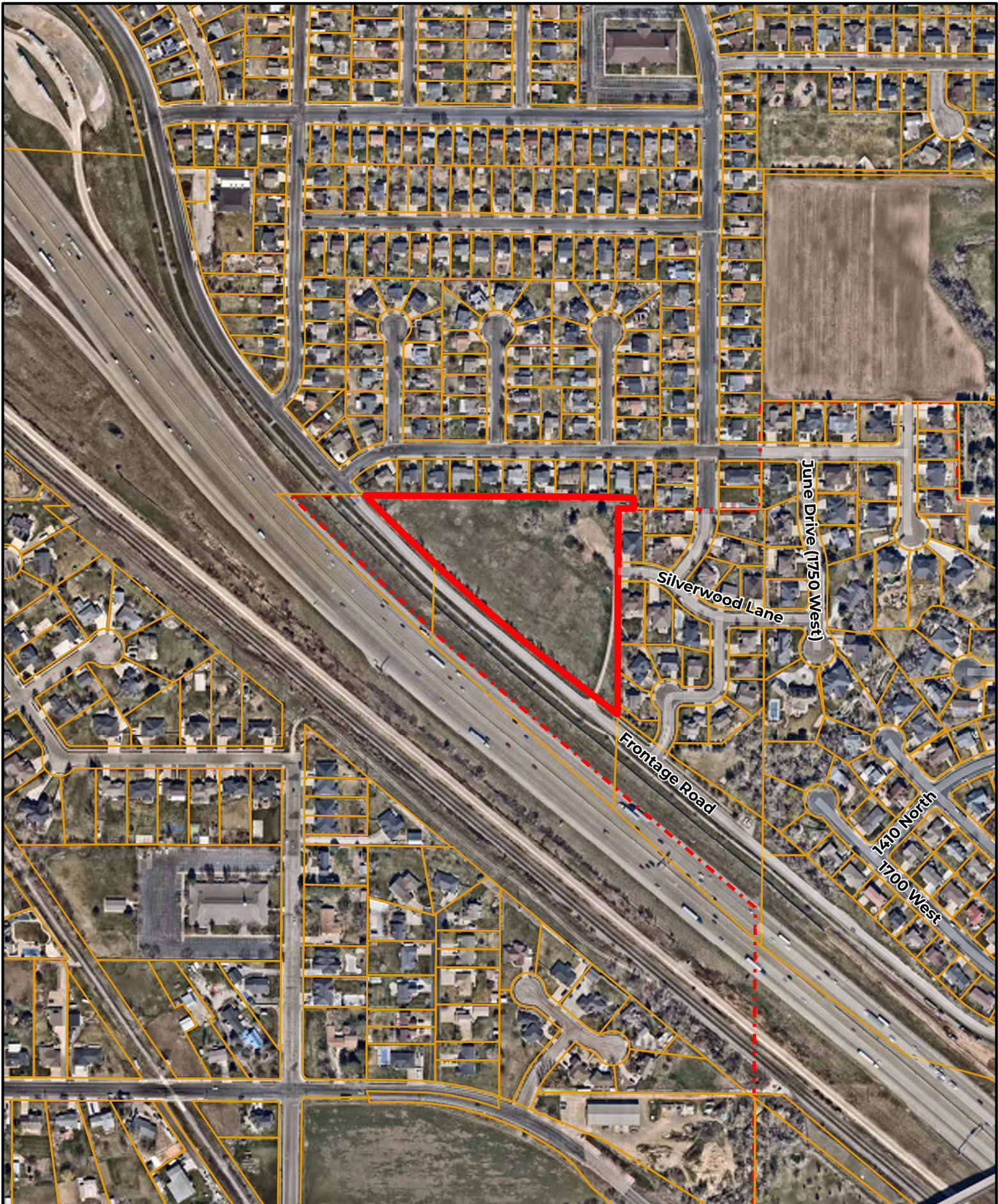
Suggested Motion

Move that the Planning Commission recommend that the City Council approve the enclosed Development Agreement and Deed Restriction for the Lyon Meadows PUD subdivision.

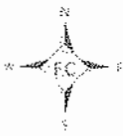
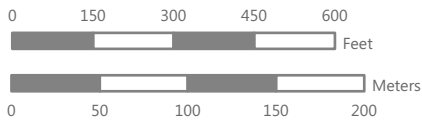
Finding: The proposed Agreement and Deed Restriction meets one of the conditions of Preliminary PUD Master Plan Approval.

Supplemental Information

1. Vicinity Map
2. Lyon Meadows Schematic Subdivision Plan / Preliminary PUD Master Plan, 9.19.24
3. Development Agreement
4. Deed Restriction



VICINITY MAP
Lyon Meadows PUD



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.

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

DEVELOPMENT AGREEMENT
FOR THE
LYON MEADOWS PUD SUBDIVISION

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 20__, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **STEPHEN M. LYON**, acting as trustee of the **MYRIEL J. & ARLENE K. LYON FAMILY TRUST DATED FEBRUARY 1, 2009**, hereinafter referred to as the “Developer.”

RECITALS:

A. Developer owns approximately 5.717 acres of land located within the City, identified as Parcel 08-033-0100 in the records of the Davis County Recorder, 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 Lyon Meadows PUD Subdivision (the “Project”). Developer has submitted an application to the City seeking approval of a zone overlay to Planned Unit Development (PUD) in accordance with the City’s Laws.

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

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

AGREEMENT

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

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

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

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

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

(a) **Moderate-income Housing.** As a condition for the enhanced density associated with the PUD overlay, Developer has agreed to establish moderate-income housing units within the Development. Specifically, Developer shall cause the construction and eventual subdivision of two Subordinate Single-Family Dwelling Unit lots (the “SSF Lots”). Additional provisions regarding moderate-income housing are included in section 8 of this Agreement.

(b) **Development According to Preliminary Plan.** Developer agrees to develop the Property as provided in plans presented by the Developer to the Farmington City Council, as designated in Exhibit B.

5. **Exceptions from Code.** The two proposed SSF Lots may share a common wall with the primary single-family dwelling on abutting lots, and plat recordation is anticipated to occur prior to SSF Lot dwelling construction.

(a) Notwithstanding the definition of Detached Accessory Dwelling Unit in §11-2-020 of the Farmington Municipal Code, which limits its definition to detached accessory dwelling units to those “not physically connected in any way to the single-family dwelling,” the two SSF Lots identified in Exhibit B shall be considered Detached Accessory Dwelling Units for purposes of Farmington Municipal Code and has the same authorization for construction and treatment as Detached Accessory Dwelling Units as those that are physically disconnected.

(b) Notwithstanding §11-28-200(F)(2) of the Farmington Municipal Code, the SSF lots identified in this Agreement shall not be required to establish a setback on the property boundary on which the dwelling’s wall is shared with the primary dwelling.

(c) Notwithstanding §11-28-200(F)(7), the City may record this subdivision final plat prior to the construction of the dwelling on the SSF lot. The City finds that the restrictions in Section 8 of this Agreement are sufficient to guarantee their construction.

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

7. Density. The maximum number of residential units in the Project is nineteen (19) units, two of which shall be SSF Lots.

8. Moderate Income Housing – Restrictions on Associated Single-Family Dwelling Lot. Developer agrees to establish two SSF Lots in the Development, which shall be associated with two contiguous single-family dwelling lots (the “Primary Lots”). The SSF Lots are intended to remain moderate income housing at its inception, and as an owner-occupied property for at least ten (10) years of occupancy. This section survives termination under Subsection 21(b) of this Agreement, unless specifically terminated in writing.

(a) Developer agrees that no building permits may be issued by Farmington City for dwellings on the Primary Lots unless that building permit is accompanied by or has been preceded by a building permit for the SSF Lots.

(b) Developer further agrees that no certificate of occupancy for dwellings on Primary Lots may be issued by the City until a certificate of occupancy has been issued for the SSF Lot associated with the Primary Lot for which certificate is sought.

(c) Developer waives any challenge or appeal on the basis of the City's denial of building permits or certificates of occupancy, so long as the City's denial is based upon this contractual obligation for the SSF Lots to be developed concurrently with or prior to the Primary Lots.

(d) Developer further agrees to place the following note on the Final Plat: “A development agreement executed by the City and Developer on _____, 20__ places certain restrictions on Lots ____ and _____. Lots ____ and ____ are considered Primary Single-Family Dwelling lots to the associated Lots ____ and ____, respectively, which are single-family dwellings located on Subordinate Single-Family Dwelling Unit (“SSF”) lots. No building permits for dwellings on the Primary lots may be issued by the City unless it is accompanied or preceded by a building permit application for a dwelling on the SSF lot associated with the Primary lot. Additionally, no certificate of occupancy, whether temporary or final,

may be issued for a dwelling on the Primary lot until a certificate of occupancy has been issued on the associated SSF lot.”

(e) Developer agrees to have recorded against the SSF Lots deed restrictions that restrict occupancy to owner occupancy for ten (10) years, and moderate-housing price controls for the initial sale of the lot and home. The deed restriction is attached to this Agreement as Exhibit C. The deed restriction shall run with the land.

9. Payment of Fees. 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.

10. 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.

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 intends to assign this Agreement and the property to a third party after receiving entitlements. The Developer may assign this Agreement, with all rights and interests herein only with 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 agrees that an assignment (the “Draft Assignment”) substantially similar to that attached to this Agreement as Exhibit D, which is incorporated by reference.

13. Responsibility for On-Site Improvements. The Developer warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be maintained by Developer, its agents, a private association of homeowners, building owners, or a combination of the foregoing. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by Developer. The City shall have no maintenance responsibility in relation to the Project and shall only plow and maintain public roads that are designated as public on the

plat. This section survives termination under Subsection 21(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, sewer and storm water drainage improvements sufficient for the development of the Project in accordance with City Code.

15. Utility Easements. The Property has sewer lines and easements related to those lines currently running through the property, which will need to be relocated in order for the proposed Development to occur. The City has no objection to the relocation of utility lines, which do not belong to the City, and affirmatively approves any of the following mechanisms to relocate or locate utility lines within the Project:

(a) Establish an easement for dedication to the utility company(ies) using a surveyed legal description of the easement boundaries, filed prior to or concurrent with plat recordation;

(b) Deeding land directly to the City via warranty deed using surveyed legal descriptions, prior to or concurrent with plat recordation, for the express purpose of establishing right of way and utility uses within the conveyed property; or

(c) Refrain from recording the plat for the Final Subdivision until after all utility lines have been relocated to within the proposed, dedicated right-of-way.

16. 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

17. 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.

18. 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.

19. 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.

20. 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.

21. Termination.

- (a) Notwithstanding anything in this Agreement to the contrary, it is agreed by the Parties that if the Project is not completed within seven (7) years from the date of this Agreement or if Developer does not comply with the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and to not approve any additional phases for the Project. Such termination may be effected by the City giving written notice of intent to terminate to the Developer. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given the opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. If Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

(b) Upon the completion of all contemplated buildings and improvements identified in this Agreement, including all applicable warranty periods for publicly dedicated infrastructure, and completion of all provisions of Sections 4 and 5 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.

22. 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.

23. General Terms and Conditions.

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

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

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

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

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

et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.

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

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

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

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

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

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

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

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

(Execution on Following Pages)

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

DEVELOPER

MYRIEL J. & ARLENE K. LYON FAMILY TRUST DATED FEBRUARY 1, 2009

Stephen M. Lyon, Trustee

Signature

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 20____, personally appeared before me, Stephen M. Lyon, who being by me duly sworn, did say that they are the trustee of the Myriel J. & Arlene K. Lyon Family Trust Dated February 1, 2009, and that the foregoing instrument was signed on behalf of said trust.

Notary Public

FARMINGTON CITY

By _____
Brett Anderson, Mayor

Attest:

DeAnn Carlile
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____, 20 __, personally appeared before me, Brett Anderson, who being by me duly sworn, did say that he is the Mayor of Farmington City, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of the City for the purposes therein stated.

Notary Public

Approved as to Form:

Paul H. Roberts
City Attorney

EXHIBIT "A"

PROPERTY DESCRIPTION

A PARCEL OF LAND LOC IN THE SW 1/4 OF SEC 11-T3N-R1W, SLB&M, & BEING MORE PART'LY DESC AS FOLLOWS: BEG AT A PT ON THE N R/W LINE OF THE FRONTAGE RD OF INTERSTATE 15, SD PT LIES 70.69 FT S $89^{\circ}43'09''$ E ALG THE N LINE OF THE SW 1/4 OF SD SEC 11 & 1310.20 FT S $00^{\circ}04'40''$ W FR THE W 1/4 COR OF SD SEC 11, SD PT BEING THE SW COR OF WILLOW BEND SUB NO 4; & RUN TH S $89^{\circ}58'27''$ E 786.21 FT ALG THE S LINE OF SD SUB & WILLOW BEND SUB NO 5 & OAKRIDGE HIGHLANDS NO 5 SUB TO A BEND IN THE S BNDRY LINE OF SD OAKRIDGE HIGHLANDS NO 5 SUB; TH S $00^{\circ}01'33''$ W 35.00 FT ALG THE BEND LINE IN THE S BNDRY OF SD OAKRIDGE HIGHLANDS NO 5 SUB TO A PT ON THE N BNDRY LINE OF SILVERWOOD SUB; TH ALG SD BNDRY THE FOLLOWING TWO (2) COURSES: 1) N $89^{\circ}58'03''$ W 47.65 FT, 2) S $00^{\circ}09'20''$ E 599.01 FT TO A PT ON THE N R/W LINE OF THE FRONTAGE RD OF INTERSTATE 15; TH LEAVING THE BNDRY OF SD SILVERWOOD SUB & TRAVERSING ALG THE N R/W LINE OF SD FRONTAGE RD THE FOLLOWING THREE (3) COURSES: 1) N $52^{\circ}50'06''$ W 202.76 FT TO THE PT OF CURVATURE OF A 5000.00 FT RAD CURVE TO THE RIGHT, 2) NW'LY 440.25 FT ALG THE ARC OF SD CURVE THROUGH A CENTRAL ANGLE OF $05^{\circ}02'42''$ (CHORD BEARING & DIST BEING N $50^{\circ}18'45''$ W 440.12 FT) TO THE PT OF CONCAVE CURVATURE OF A 5679.58 FT RAD CURVE TO THE RIGHT, 3) NW'LY 332.95 FT ALG THE ARC OF SD CURVE THROUGH A CENTRAL ANGLE OF $03^{\circ}21'32''$ (CHORD BEARING & DIST BEING N $46^{\circ}06'38''$ W 332.91 FT) TO THE SW COR OF WILLOW BEND SUB NO 4 SD PT BEING THE POB.

CONT. 5.717 ACRES

EXHIBIT B

**FINAL PUD MASTER PLAN
& ASSOCIATED DOCUMENTS**

EXHIBIT C
DEED RESTRICTION
FOR SSF LOTS

EXHIBIT D
DRAFT ASSIGNMENT

Upon recording return to:

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

DEED RESTRICTION
Owner Occupancy & Moderate-Income Home Price
Governing For-Sale Accessory Dwelling Unit

This DEED RESTRICTION (this “Deed Restriction”) is granted as of _____, 20__ by _____ having a mailing address of _____ (“Grantor”), for the benefit of FARMINGTON CITY, UTAH having a mailing address of 160 S. Main Street, Farmington, Utah 84025 (the “City”), as such Deed Restriction may be amended from time to time.

WITNESSETH:

A. Grantor holds legal title to approximately ___ acres of land located at _____, known as the _____ Subdivision (the “Development”), and intends to construct a housing development, consisting of single-family homes.

B. Farmington City has provided in its zoning code for the ownership of an accessory dwelling unit lot or subordinate single-family dwelling lot (a “SSF Lot”). These are connected to a primary detached single-family dwelling (the “Primary Dwelling”) on the primary lot. Ownership of the SSF Lot is accomplished by subdividing a smaller lot from the Primary Dwelling lot.

C. The creation of SSF Lots are intended to provide more affordable housing options to future Farmington residents, and are therefore only available if they are accompanied by a deed restriction requiring owner-occupancy for two years from the issuance of certificate of occupancy by the City. The SSF Lot and its dwelling may not be lawfully rented during the period of owner occupancy.

D. Additionally, in exchange for increased density in the Development, the Grantor agreed to provide moderate income housing within the Development. The SSF Lot subject to this Deed Restriction is a moderate-income housing unit, and therefore subject to additional restrictions beyond the two-year owner-occupancy requirement. It is acknowledged by the Grantor that this deed restriction allowed the Development to achieve the level of density it attained, thereby increasing the value of the Development and providing consideration for this Deed Restriction.

E. The Development was approved pursuant to an Agreement under Section 10-9a-535(1) of the Utah Code, which requires the development of a certain number of moderate-income housing units as a condition of approval.

F. The lot subject to this deed restriction is a SSF Lot.

G. As a condition to the approval, Grantor has agreed that this Deed Restriction be imposed upon this SSF Lot, Lot _____ (the “Restricted Lot”) within the Development as a covenant running with the land and binding upon any successors to Grantor, as owner thereof. The legal description of the Restricted Lot is “All of Lot _____ of the _____ Subdivision, Farmington City, Davis County, Utah.” The property description and identification of the Restricted Lot is attached as Exhibit A and incorporated by this reference.

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

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

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

1. **Recitals Incorporated by Reference.** The foregoing recitals are incorporated by reference herein and made a part hereof.
2. **Definitions.** The following terms are defined for purposes of this Deed Restriction:
 - (a) “Affordable” means housing for which the mortgage and utility costs are equal to or less than thirty percent (30%) of the income for those earning eighty percent (80%) of the Area Median Income or less.
 - (b) “Affordable Unit” means the dwelling built on the SSF Lot subject to the price controls of this deed restriction.
 - (c) “Area Median Income” or “AMI” means a number calculated annually by the United States Department of Housing and Urban Development (HUD), which is the “middle” number of all of the incomes in the Ogden-Clearfield UT HUD Metro FMR Area, with 50% of individuals in that Area making more than that amount, and 50% making less than that amount. The percentage used to calculate AMI shall be rounded to the nearest tenth (for example, if the calculated AMI percentage is 64% it shall be rounded down to 60%; if the calculated AMI percentage is 65%, it shall be rounded up to 70%).

- (d) “City” shall mean Farmington City, a political subdivision of the State of Utah.
- (e) “Household” means all related and unrelated individuals occupying a Unit.
- (f) “HUD” means the United States Department of Housing and Urban Development.
- (g) “Notice” means correspondence complying with the provisions of Section 10(b) of this Deed Restriction.
- (h) “Restricted Lot” means the SSF Lot identified on the subdivision plat as Lot ____, and described in Section G of the recitals.
- (i) “Tenant” means an occupant of the Restricted Lot other than an owner or operator.

3. Affordable Unit.

- (a) The Restricted Lot is subject to the price controls in this deed restriction as an Affordable Unit.
- (b) Prior to its sale and occupancy, the Restricted Lot and the dwelling unit must undergo an appraisal in which their combined value is found to be Affordable as defined in this deed restriction, including costs of customary down payments related thereto.
- (c) The initial sale of the Restricted Lot and its associated dwelling unit shall be as an Affordable Unit to a bona fide purchaser for owner-occupation. The City shall provide analysis of the price point at which the Restricted Lot is considered an Affordable Unit, as provided in section 5 of this Deed Restriction.
- (d) Adjustments to the Affordable Unit’s sale price for Household size are as follows, and consistent with the AMI for the Ogden-Clearfield HUD Metro FMR Area:
 - 1. Studio unit: Use the income limit for a one-person household.
 - 2. One-bedroom unit: use the income limit for a two-person household.
 - 3. Two-bedroom unit: use the income limit for a three-person household.
 - 4. Each additional bedroom unit in the home shall be associated with a step up in the income limit for one additional person.
- (e) Subsequent purchasers of the Restricted Lot after the initial purchase are not subject to price controls.
- (f) This deed restriction shall be recorded against the Restricted Lot, at the time of plat recordation.

4. Occupancy Requirement.

- (a) This Deed Restriction shall remain in effect from the date that occupancy was established for the dwelling on the Restricted Lot, and continuing for a period of **ten**

(10) years thereafter (the “Restricted Period”) unless earlier terminated in accordance with Section 10(h) hereof.

(b) Occupancy of the Restricted Lot shall be limited to owner-occupied uses during the Restricted Period. Renting, leasing or sub-leasing the home built on the Restricted Lot is prohibited except as provided in Farmington City Code.

(c) This Deed Restriction’s compliance with the requirements of this section shall be monitored and enforced by the City.

5. City to Provide Analysis.

(a) In order to ascertain whether the purchase price is an Affordable Sale Price, a purchaser or title company may contact Farmington City’s Community Development Department at (801) 451-2383 or 160 S. Main Street, Farmington, UT, to request an analysis of the property.

(b) The requestor shall be required to identify the property by lot number and address, and indicate the number of bedrooms in the Restricted Lot.

(c) The City shall provide the analysis within five business days of receiving the request, in the form of a written, official Determination of Affordable Value for the Restricted Lot.

6. Advertisement.

During marketing to sell the Restricted Lot during the Restricted Period, all advertising shall indicate that the unit is subject to an owner-occupancy deed restriction which was designed to keep the unit affordable for moderate-income households.

7. Enforcement.

(a) The rights hereby granted shall include the right of the City to enforce this Deed Restriction independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief against any violations, including without limitation legal action to void the property transfer accomplished in violation of this deed restriction. The property owner shall be responsible for reasonable attorney fees and costs associated with such litigation, and agrees that such costs will constitute a lien against the Restricted Lot until paid.

(b) Enforcement of the owner-occupancy requirement may include civil or criminal citations for zoning violations, in addition to legal proceedings seeking injunctive or specific performance. The property owner shall be responsible for the costs of investigation and prosecution of these violations, including reasonable attorney fees and costs. The costs shall constitute a lien against the Restricted Lot until paid.

(c) The City may delegate the responsibility of monitoring Grantor for compliance with this Deed Restriction to any not-for-profit or government organization. In

no case shall this delegation result in additional fees or financial responsibilities of Grantor. Grantor agrees to cooperate with any delegate of the City to the same extent as required under this Deed Restriction as long as the City has notified Grantor in writing of such delegation of responsibility.

8. Covenants to Run with the Property.

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

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

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

(d) Grantor acknowledges, declares and covenants on behalf of Grantor and Grantor's successors and assigns (i) that this Deed Restriction shall be and are covenants running with the land, encumbering the Property for the Affordability Period, and are binding upon Grantor's successors in title and assigns, (ii) are not merely personal covenants of Grantor, and (iii) shall bind Grantor, and Grantor's successors and assigns, and inure to the benefit of and be enforceable by the City and its successors and assigns, for the Restricted Period.

9. Miscellaneous Provisions.

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

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

Grantor:

Attn: _____

After property has been sold to a subsequent owner, notice may be sent to the mailing address provided for the property owner on the records of the Davis County Recorder for the Restricted Lot.

City:

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

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

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

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

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

(g) Binding Successors. This Deed Restriction shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns; provided, that Grantor may not assign this Deed Restriction or any of its obligations hereunder without the prior written approval of City pursuant to the terms of this Deed Restriction. All future purchasers of this deed restricted lot accept the terms of this restriction by virtue of its appearance on the records of the Davis County Recorder and

(h) Termination. This Deed Restriction may be terminated by the written, mutual consent of both Grantor and the City of Farmington, which authorization must be rendered by the City Council. If this Deed Restriction is terminated as provided in this Section 10(h), the then-owner of the Property, or a portion thereof, or City may record a notice of such termination with the Davis County Recorder with the other party's consent and acknowledgement.

(i) Governing Law. This Deed Restriction is being executed and delivered in the State of Utah and shall in all respects be governed by, construed and enforced in

accordance with the laws of said State without giving effect to any conflict of law provision or rule. Venue to resolve disputes regarding this Deed Restriction shall lie in the Second District Court of Utah, Farmington Division.

(j) Independent Counsel. Grantor acknowledges that he, she or they have read this document in its entirety and has had the opportunity to consult legal and financial advisors of his, her or their choosing regarding the execution, delivery and performance of the obligations hereunder.

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

GRANTOR:

By: _____

Title: _____

STATE OF UTAH

ss:

COUNTY OF DAVIS

In _____ County on this ____ day of _____, 20____,
before me personally appeared _____,
the _____ of _____, to
me known, and known by me to be the party executing the foregoing instrument and he/she
acknowledged said instrument, by him/her executed to be his/her free act and deed, in said
capacity, and the free act and deed of _____.

Notary Public
Printed Name: _____
My Commission Expires: _____

The terms of this Deed Restriction are acknowledged by:

CITY:

By: _____

Name: _____

Title: _____

STATE OF UTAH

ss:

COUNTY OF DAVIS

In Davis County on this _____ day of _____, 20____, before me personally appeared Brett Anderson , the Mayor of the Farmington City, to me known, and known by me to be the party executing the foregoing instrument, and he/she acknowledged said instrument, by him/her executed to be his/her free act and deed, in said capacity, and the free act and deed of Farmington City.

Notary Public

Printed Name: _____

My Commission Expires: _____

Exhibit A

Property Description
& Identification of Restricted Lot

**FARMINGTON CITY
PLANNING COMMISSION**

October 03, 2024

NO WORK SESSION

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

Chair **John David Mortensen** opened the meeting at 7:02 pm.

ZONE TEXT AMENDMENTS

Item #1: Farmington City – Applicant is requesting a recommendation for an amendment to Section 11-28-050, SUPPLEMENTARY YARD REGULATIONS of Title 11, ZONING REGULATIONS. The amendment is proposed to allow rear yard averaging on all residential lots. This is currently allowed only for lots which are not rectangular in shape. (ZT-14-24) public hearing

City Planner/GIS Specialist **Shannon Hansell** presented this agenda item. Rear yard averaging is a tool that may be used by the Zoning Administrator which allows the rear setback for a main building to be determined using distances of multiple points along the building measured to the rear property line. The concept is used mostly for cul-de-sac lots, or other oddly shaped lots which would otherwise have a difficult time complying with the required rear setback.

The exact zone text for Rear Yard Averaging reads: *Rear Yard Averaging In Residential: The zoning administrator may approve a variation in the required rear yard on residential lots that are not rectangular as follows: The average distance between the main structure and rear property line (measured from the rear corners of the main structure) shall be equal to the required rear yard (setback) in the zone in which the main structure is located, except that the distance measured at either corner shall not be less than twenty feet (20').*

The applicant has requested the consideration of the zone text amendment because they are in the process of obtaining a building permit for a deck. The proposed deck is approximately 10 feet wide and at its closest point, about 20 feet from the rear property line. This does not meet the required rear setback of 30 feet in the R (Residential) zone. One possible solution Staff looks at for such situations is rear yard averaging. However, the ordinance states that it may only be used on "non-rectangular" lots. Therefore, we could not apply the average rear setback to their proposed deck site plan. There are not options for variances allowing for 25%. The hearing officer route would not work, since it does not meet the state's requirement for a variance. The deck is more than 3 feet off the ground.

Staff's recommendation, at the request of the applicant, is to amend the text to the following:

D. Rear Yard Averaging In Residential: The zoning administrator may approve a variation in the required rear yard on residential lots ~~that are not rectangular~~ as follows: The average distance between the main structure and rear property line (measured from the rear corners of the main structure) shall be equal to the required rear yard (setback) in the zone in which the main structure is located, except that the distance measured at either corner shall not be less than twenty feet (20').

Applicants **Brian and Ashley Thompson** (2 E. 1340 S., Farmington, Utah) were present online. She said there was a 10 foot deck there when they moved into the home; they just want to lengthen it the length of the home, which requires a permit. They do not want to increase its width. He said the deck is 4 to 5 feet high. There is a walking path to a park and road between their home and the next neighbor behind them. There are many homes along there that have decks that extend past 8 feet.

John David Mortensen opened and closed the public hearing at 7:11 pm due to no comments.

Assistant Director/City Planner **Lyle Gibson** said this could apply broadly City-wide. If it makes sense with this application, it may make sense to apply in other areas.

Commissioner **Frank Adams** asked if this makes the setback 20 feet on all lots. **Gibson** said a true setback is all portions of a building could go 20 feet from the property line; in this case, sections of the building still have to be set back 30 feet according to code. **Adams** thinks this one should go through, but it may need to be a special exception. He doesn't want a developer to come in and do his whole development at 20 feet. **Hansell** said the special exception ordinance does not allow the consideration of setbacks. A zone text amendment may be needed for the special exception chapter. **Adams** wondered if it could be written so the Zoning Administrator could approve this for a single lot, rather than

multiple lots at a time. Commissioner **Tyler Turner** said he agrees with **Adams**. He has no problems approving this particular application, but doesn't want a developer to use it across the board in the future.

Gibson said this is one of the few times that the lot in question is a perfect rectangle. Already, rear yard averaging is applicable to a majority of existing lots in Farmington. **Mortensen** said if it is a non-rectangular lot, it still goes to 30-foot setback through averaging. This feels like it would change it to a 20-foot setback. The way it is written, it would make the square lot a little more lenient than other lots that meet the 30-foot average. He would rather approve it through a special exception. **Turner** said this application is a no-brainer, but changing zone text applies more broadly. He would rather make an amendment to special exceptions. **Adams** said there are two ways to do the same thing. Tonight this could be approved for a single lot only, or the City could go back and amend the special exception ordinance to allow them to do the same thing. **Hansell** said an additional hearing would need to be held in order to change the special exception ordinance. **Gibson** said this still needs to go through to the City Council.

MOTION

Frank Adams made a motion that the Planning Commission recommend the City Council approve the zone text amendment to 11-28-050 D Rear Yard Averaging in Residential, subject to all applicable Farmington City development standards and ordinances, with additional verbiage under subsection D as follows:

D. Rear Yard Averaging In Residential: The zoning administrator may approve a variation in the required rear yard on a single residential lot that are not rectangular as follows: The average distance between the main structure and rear property line (measured from the rear corners of the main structure) shall be equal to the required rear yard (setback) in the zone in which the main structure is located, except that the distance measured at either corner shall not be less than twenty feet (20').

Findings:

The proposed amendment allows for a reasonable amount of flexibility already allotted to many properties within the City.

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
Commissioner Joey Hansen	X Aye ____Nay

Item #2 Farmington City – Applicant is requesting an amendment to Chapter 11-2, DEFINITIONS of Title 11, ZONING REGULATIONS. The amendment is to include a new definition for “Live/Work Residential,” which is an existing use identified in create zoning districts. (ZT-12-24) no public hearing: tabled Sept. 19, 2024

Gibson presented this agenda item. A definition for “live/work residential” is needed for several reasons, including how to handle licensing of businesses using these kinds of spaces.

Staff has prepared a draft definition to consider: “A dwelling unit which combines residential and non-residential uses allowed in the underlying zone where the proprietor of the business is also the resident of the same dwelling unit. The non-residential use of the dwelling unit may be licensed as either a Home Occupation which complies with the standards of Chapter 11-35 or a commercial business if the impact exceeds the standards for a home occupation including use of signs as allowed in 15-5-070 (C) with the ability to hold open office or store hours rather than accepting customers by appointment only. Non-residential use of the unit shall be limited to uses permitted in the applicable zoning district. The business operation of a life/work residential unit shall be limited to the main floor of a building. No additional off-street parking is required beyond what the ordinance requires for a residential unit.”

Update from Sept. 19, 2024 meeting: The Planning Commission asked if it might be possible to allow the work or shop space on the main floor to be operated by an individual or entity other than the resident of the residential unit above it. Appearance-wise to the public, it would seem to be the same. In reviewing this concept, Staff has determined that this type of space or use is possible within the zoning district, but it is different than live/work space.

Per building code, a space occupied by a different entity or individual separate from the home would be constructed differently. Separation requirements change and it is actually built as a commercial space under a residential space, whereas a live/work space is its own category.

In effect, if the City is okay with a business that isn't connected to the resident of the adjoining dwelling; they simply need to approve a space as such. When space is approved as live/work space, it is now defined as to how that works.

Update from August 22, 2024 meeting: Staff was asked to further research how signage would be different on a live/work unit than a typical commercial building. Updates to the City's sign ordinance have been included and the item has been re-noticed for a public hearing as additional sections of code are being included.

Background: The City's mixed-use zoning districts currently include an allowed use called "Live/Work Residential." The City has even approved multiple projects yet to be constructed which include units with ground floor store/shop space. Buildings which include this type of space could be available for purchase or rent by early 2025. Staff is looking to define what this means in order to prepare to manage and license the types of businesses that may fill these spaces.

Gibson said separation of the commercial and residential spaces must be considered for building code purposes. If there are two different entities without connection (other than a lease), then firewall, HVAC, and utility separations must be addressed. The idea still has some merit and may be do-able in mixed-use areas. However, it would no longer be considered "live/work" space, and the City would approve the main floor business as a commercial business instead.

For signage, 9 square feet was selected as a limitation for blade signs, but Commissioners are welcome to adjust that. The sign must not extend beyond 3 feet from the main façade. **Gibson** said language could be added that signage shall not extend above the ceiling of the ground-floor level, or 14 feet, which would be pedestrian height. Fourteen feet is fairly common in commercial spaces. Signs should be below the windows of the second floor. **Mortensen** said there could be some ambiguity about "main floor" signage that could use more definition. He is a fan of the "live/work" concept. **Turner** said he loves it. Commissioner **Joey Hansen** appreciates the Staff's work on this.

MOTION

Frank Adams made a motion that the Planning Commission recommend that the City Council approve the proposed changes to Chapter 11-2 and 15-5 of the City ordinances, with amendment to the language under Part C i. to read: "to not be placed above the ceiling of the commercial floor of the building."

Finding:

- 1. The proposed changes provide clarity to an already allowed use which has not yet been defined.

Supplemental Information 1-2:

- 1. Proposed definition and additional text for the zoning ordinance.
- 2. Example Live/Work Unit

Joey Hansen 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
Commissioner Joey Hansen	X Aye ____Nay

OTHER BUSINESS

Item #3 – Miscellaneous, Correspondence, etc.

a) Planning Commission minutes from September 19, 2024: Joey Hansen made a motion to approve the minutes from the date above; **Tony Kalakis** seconded the motion, which was unanimously approved.

Chair John David Mortensen	Abstained
Vice Chair Frank Adams	X Aye ____Nay
Commissioner George Kalakis	X Aye ____Nay
Commissioner Tyler Turner	X Aye ____Nay
Commissioner Joey Hansen	X Aye ____Nay

b) City Council Report from October 1, 2024. Gibson provided this report. The City Council approved the Lyon Meadows Schematic Subdivision, which will return to the Commission for preliminary approvals. The Council approved the layout, but kicked the moderate-income housing details, deed restrictions, and development agreements back to the Commission. The Council also approved the 200 East Street Vacation.

c) Review of second October meeting date. The 17th as originally scheduled conflicts with the Davis School District's fall break, and most commission members will be out of town. Therefore, we will hold our second

October meeting on Tuesday, October 29. November 7, 2024, would be the next following Commission meeting.

ADJOURNMENT

Tyler Turner motioned to adjourn at 7:48 PM.

Chair John David Mortensen
Vice Chair Frank Adams
Commissioner George Kalakis
Commissioner Tyler Turner
Commissioner Joey Hansen

X Aye ____Nay
X Aye ____Nay
X Aye ____Nay
X Aye ____Nay
X Aye ____Nay

Frank Adams, Vice Chair



160 SOUTH MAIN
FARMINGTON, UT 84025
FARMINGTON.UTAH.GOV

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, October 15, 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.

- Fire Station funding discussion
- Rock Hotel Dental and County Complex parking

REGULAR SESSION - 7:00 p.m.

CALL TO ORDER:

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

PRESENTATIONS:

- Recognition of Sarah Miller as Student of the Month
- Presentation to the Children's Justice Center

BUSINESS:

- Consider approval of SIRQ Construction to be the Construction Manager / General Contractor for the Ivy Acres Park Project.
- RAP Tax Ballot Issue - presentation of arguments
- Public Comment on RAP Tax Ballot Issue
- Consideration of a Rezone and Development Agreement for an RV resort at approximately 650 W Lagoon Drive
- Zone Text change allowing Rear Yard Averaging on all residential lots
- Zone Text change to include a new definition for 'Live / Work Residential'
- Sale of Lupine Park, Parcel ID 08-098-0023

SUMMARY ACTION:

1. Public Works Surplus Property
2. Monthly Financial Report
3. Correcting an ordinance vacating street right-of way commonly known as Lagoon Lane

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 October 10, 2024