

FARMINGTON CITY PLANNING COMMISSION

March 6, 2025



PLANNING COMMISSION MEETING NOTICE AND AGENDA Thursday March 06, 2025

Notice is given that Farmington City Planning Commission will hold a regular meeting at City Hall 160 South Main, Farmington, Utah. A work session and training will be held at **6:00 PM** prior to the **regular session which will begin at 7:00 PM** in the Council Chambers.

The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website at farmington.utah.gov. Any emailed comments for the listed public hearings, should be sent to crowe@farmington.utah.gov by 5 p.m. on the day listed above.

PLANNED UNIT DEVELOPMENT APPLICATION – public hearing

 Anna and Nathan May – Applicant is requesting a recommendation for Development Agreement amendment and also seeks approval for Preliminary Plat, Final PUD Master Plan, a Special Exception for access over one lot to another, and a deed restriction related to a DADU parcel, within the Sycamore Lane Planned Unit Development at 59 South 300 West.

CONDITIONAL USE PERMIT / SITE PLAN APPLICATIONS – public hearings

- 2. Wyatt Bubak Applicant is requesting a consideration of a request to amend an existing conditional use permit for recreation use in order to convert a horse-riding business to a minor sport training facility at 732 West 500 South in an AE zone. (C-1-25)
- 3. Tyra Williamson Applicant is requesting a recommendation of a Planned Unit Development for Promontory on Park. The Promontory on Park project is an office/commercial building on 0.15 acres at 326 Park Lane.

ZONE TEXT AMENDMENT – public hearing

4. Farmington City – Applicant is requesting a recommendation for a zone text amendment to Chapter 11-27, Planned Unit Development (PUD), to clarify the review process and what documentation is required for reviews. (ZT-4-25)

OTHER BUSINESS

- 5. City Council Reports, Approval of Minutes, Upcoming Items & Trainings.
 - a. Planning Commission Minutes Approval 02.20.2025
 - b. Other

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

<u>CERTIFICATE OF POSTING</u> I hereby certify that the above notice and agenda were posted at Farmington City Hall, the State Public Notice website, the city website <u>www.farmington.utah.gov</u>, the Utah Public Notice website at www.utah.gov/pmn on February 28, 2025. Carly Rowe, Planning Secretary



Farmington City Planning Commission Staff Report March 6, 2025

Item 1: Sycamore Lane Planned Unit Development – Preliminary Plat, Final PUD Master Plan, Development Agreement Amendment and Special Exception, and DADU Deed Restriction

Public Hearing: Yes (Special Exception only)

Application No.: S-3-24

Property Address: 59 South 300 West

General Plan Designation: LDR (Low Density Residential)

Zoning Designation: OTR (Original Townsite Residential)

Area: 0.582 Acres

Number of Lots: 1

Property Owner/Applicant: Nathan and Anna May

Request: Recommendation for Development Agreement amendment to include Lot 3
Applicant also seeks approval for Preliminary Plat, Final PUD Master Plan, a Special
Exception for access to Lot 3 over Lot 2, and deed restriction related to Lot 1, a DADU parcel.

Background Information

Preliminary Plat and Final PUD Master Plan

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

The Planning Commission reviewed this request at a public hearing on March 7, 2024, and most of the discussion focused on a .27-acre lot (Parcel # 08-089-0006 (or "Parcel 0006")) owned by the applicant adjacent to the east boundary of the proposed PUD. Although this lot is "land-locked" it is a legal non-conforming parcel because its creation predates City ordinances. The applicant's proposed March 7th building layout did not allow for future

access to Parcel 0006. A member of the Commission noted that this may not be consistent with the Section 11-27-070 B. of the Zoning Ordinance regarding Preliminary PUD Master Plan review by the Planning Commission. The first sentence of this Section states in part: "The proposed planned unit development will create no detriment to property adjacent to the planned unit development"

The applicant returned to the Planning Commission on May 23, 2024, with a modified proposal to increase driveway access width by 3 ft to Parcel 0006, which satisfactorily remedied the Commissions concern. At that meeting, the Planning Commission recommended the City Council approve the Schematic Subdivision Plan and Preliminary PUD Master Plan subject to the conditions that the applicant enter into a Development Agreement regarding the historic dwelling on Lot 1. The Development Agreement also included the ability to add Parcel 08-089-0006 (Lot 3) into the PUD consistent with 11-27 (Title 11, Chapter 27 Planned Unit Developments. The City Council reviewed and approved the recommendation and accompanying conditions on June 4, 2024. It has since been determined that actual inclusion of the additional property as part of the PUD, Plat, and DA at this time makes the most sense.

<u>Development Agreement Amendment</u>

Due to the inclusion of Parcel 08-089-0006 as Lot 3 in the Preliminary Plat, the approved Development Agreement must be updated. The following is a list of recommended amendments, which are ultimately under the purview of the City Council to approve:

- "4. Compliance with Plans" references "Exhibit B" which did not originally include Parcel 0006 (Lot 3). Exhibit B to be updated with Preliminary Plat and Final PUD Master Plan showing Lot 3.
- 2. "5. Alternative Development Standards" recommendation to add: "d) Lot 3 will not require full frontage on a public street, but may be included as a building lot. This subject to approval on access easement recorded and the full face of any dwelling located on Lot 3 fully exposed to 300 West. Also subject to approval of Special Exception by Planning Commission, and according to 11-32-060 Access to Off Streeting Parking and Loading Spaces A. 5," which states in part: "direct access for a building lot may include access over one adjacent building lot, provided both building lots have full frontage on a public street..."
- 3. Removal of "7. Parcel 08-086-006" this section becomes obsolete if the above amendments are approved.

Special Exception

The Development Agreement amendment detailed in the above section specifies that a Special Exception according to 11-3-045 of the Zoning Ordinance be approved to grant access across Lot 2 to Lot 3.

DADU Deed Restriction

The historic home on Lot 1 will be preserved as a detached accessory dwelling unit (DADU). To provide for the possibility of separate ownership as a separate subordinate single-family dwelling on a DADU parcel, a DADU deed restriction must also be approved. The proposed restriction governs owner occupancy for a for-sale accessory dwelling unit parcel.

Suggested Motion

Move the Planning Commission recommend the City Council approve the Development Agreement Amendment as included in the Staff Report. Also, move that the Planning Commission approve the Preliminary Plat, Final PUD Master Plan, Special Exception related to 11-32-060 A5, and finally the DADU Deed Restriction for Lot 1. All subject to all applicable Farmington City development standards, ordinances, and the following condition:

- 1. The property owner must provide and record a reciprocal access and utility easement agreement acceptable to the City between the owners Parcels 08-089-0004 and 08-089-0006 to ensure access to Lot 3 (Parcel 0006) now and in the future.
- 2. The applicant must enter into an extension agreement in lieu of installing public improvements, such as sidewalk.

Findings:

- 1. The applicant plans to preserve the historic home.
- 2. The impact of the PUD is similar to that of a traditional main dwelling unit and accessory dwelling unit setup.
- 3. The PUD option creates the most efficient use of the parcel.
- 4. The applicant worked with City staff and fire marshal to provide adequate future access to Lot 3 (Parcel 08-089-0006) to enable the construction of a dwelling on this lot.

Supplemental Information

- 1. Vicinity map
- 2. Modification to existing home
- 3. Preliminary Plat
- 4. Final PUD Master Plan

- 5. Development Agreement for PUD, including preservation of existing historic home and amendments to Exhibit B, and other enclosed amendments.
- 6. DADU Deed Restriction



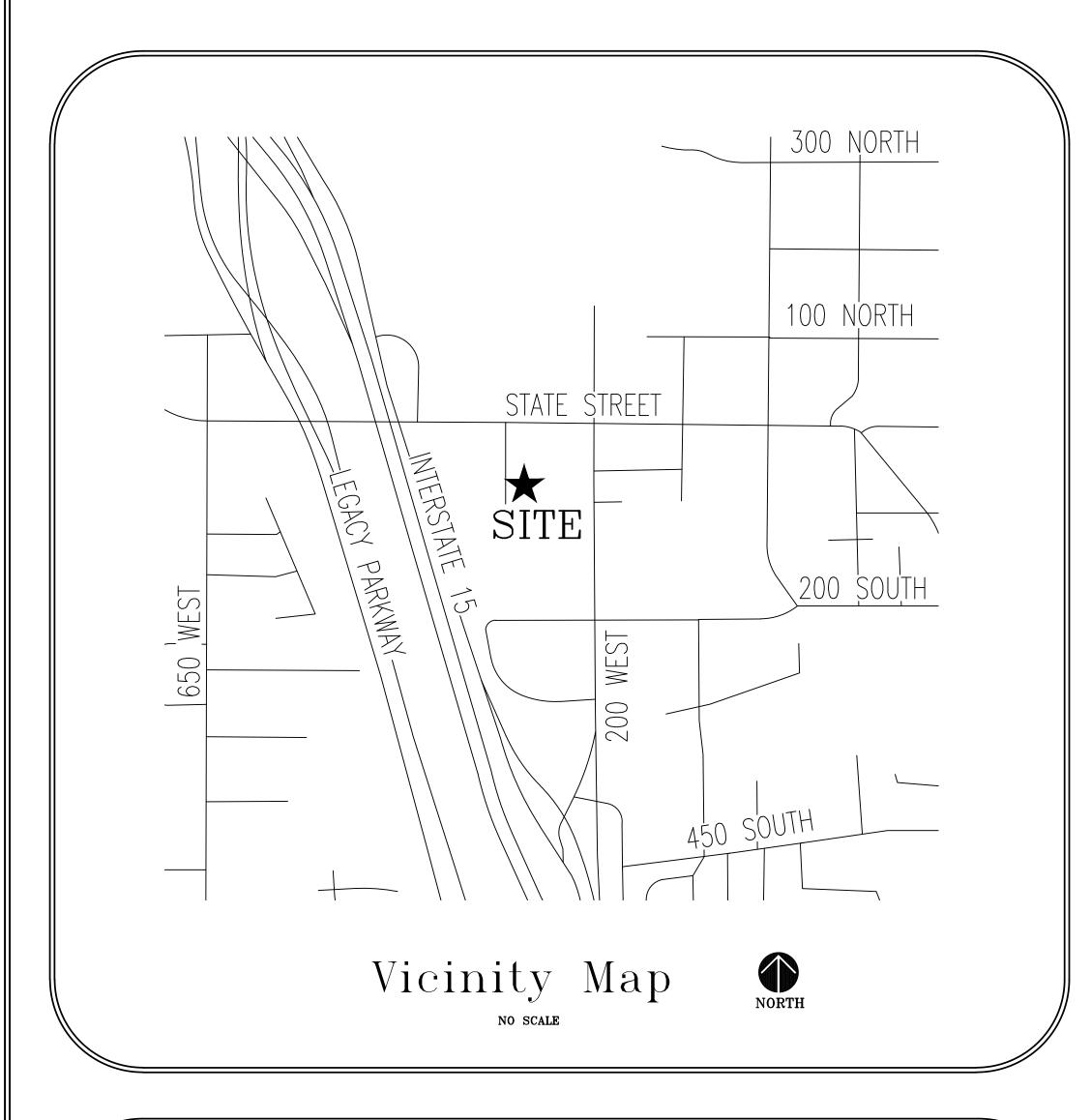


Current Home at 59 S 300 W. Original red brick portion shown in the box to remain and the siding addition shown under the X to be removed.

SYCAMORE LANE PLANNED UNIT DEVELOPMENT

PART OF LOT 3, BLOCK 5, PLAT "A", FARMINGTON TOWNSITE SURVEY LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST

SALT LAKE BASE & MERIDIAN FARMINGTON CITY, DAVIS COUNTY, UTAH



SUBDIVISION ENGINEERING PLANS

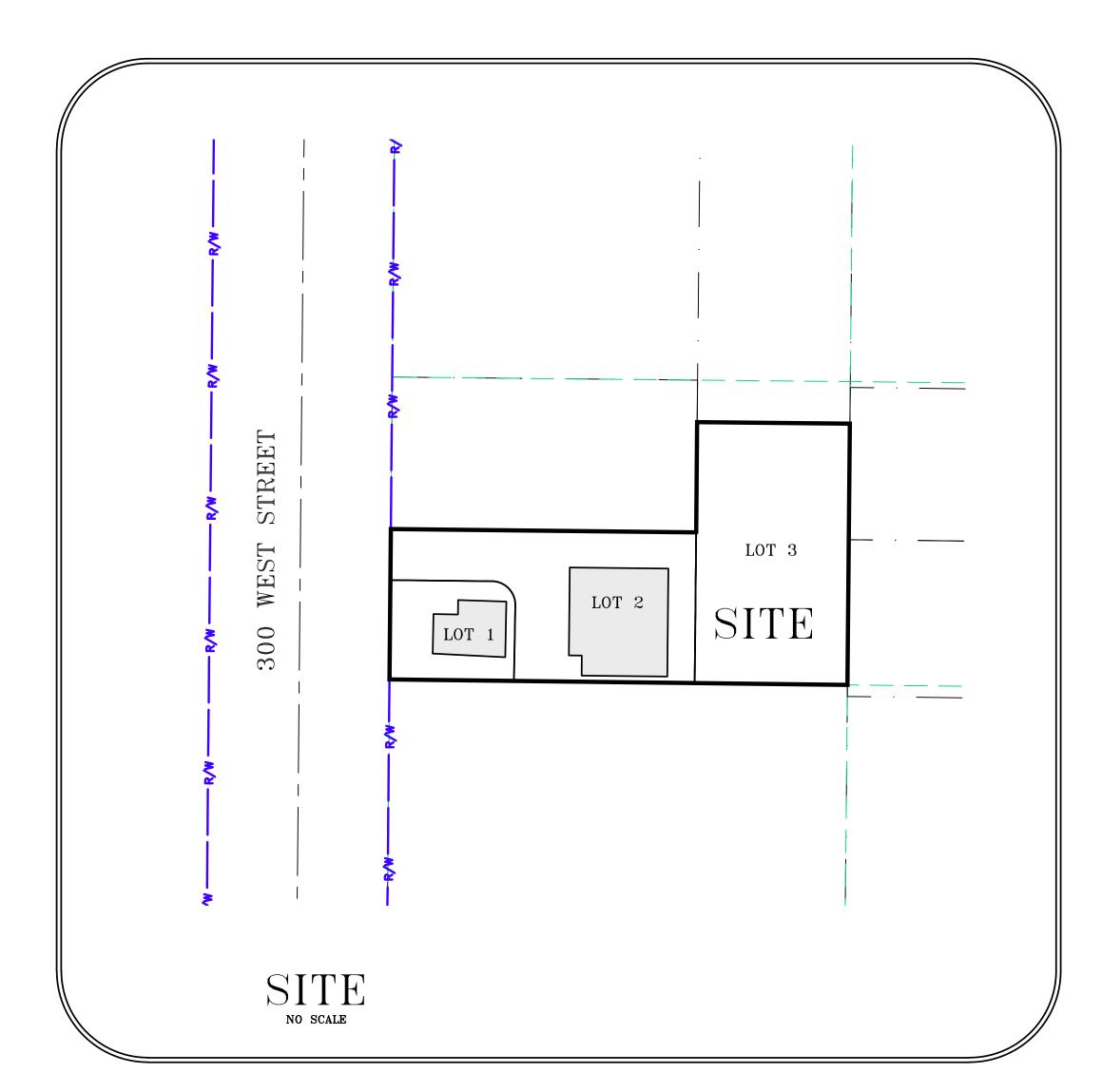
FOR PARCEL LOCATED AT:

59 SOUTH 300 WEST FARMINGTON, UTAH

INDEX OF DRAWINGS

- 1 COVER SHEET
- F1.0 SUBDIVISION PLAT
- S1.0 BOUNDARY SURVEY
- C1.0 DEMOLITION PLAN
- C2.0 SITE AND UTILITY PLAN
- C3.0 GRADING AND DRAINAGE PLAN
- C4.0 STORM WATER POLLUTION PREVENTION PLAN
- D1.0 DETAIL SHEET 1
- NOTE: ARCHITECT DRAWINGS BY OTHER





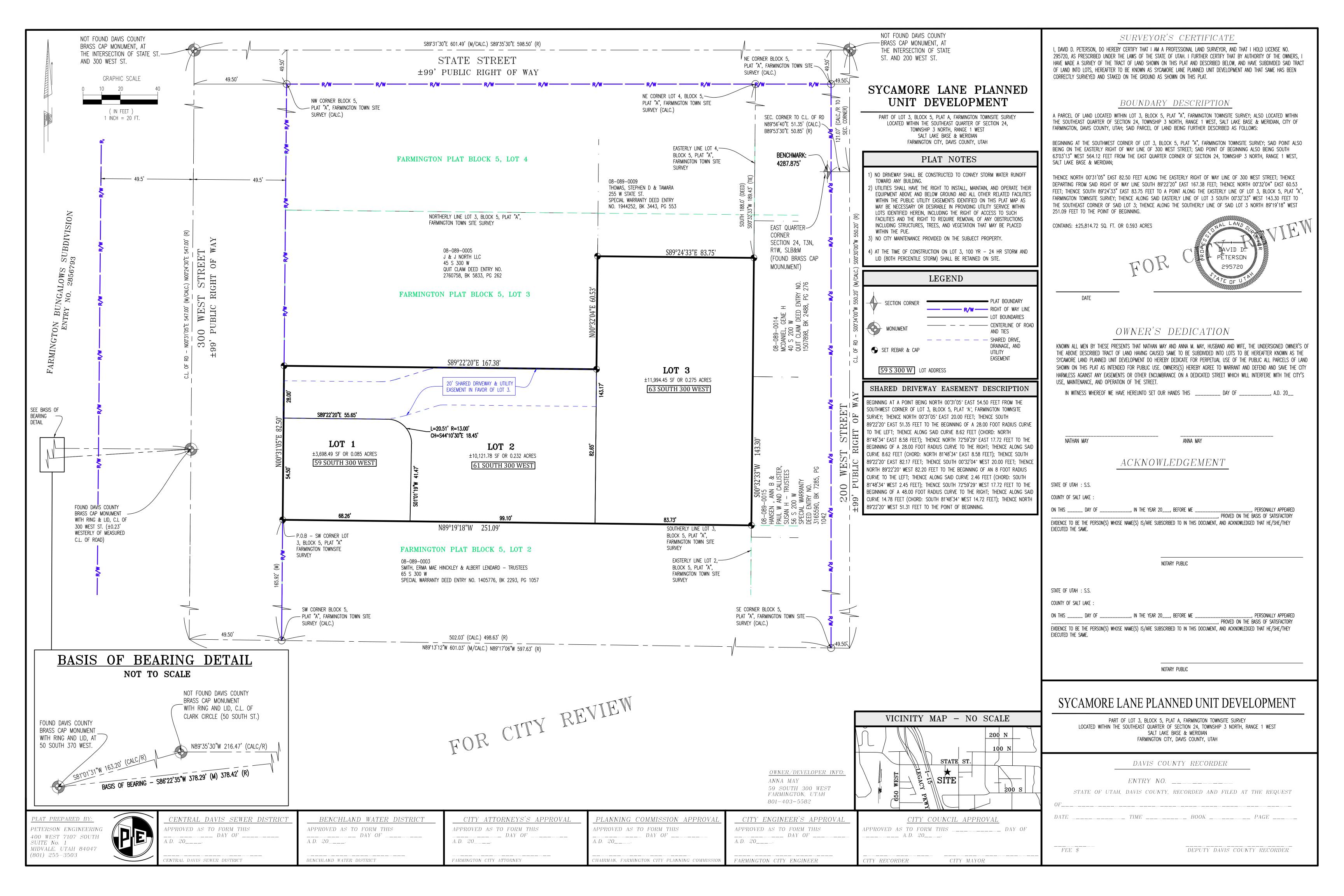
THIS PROJECT DESIGNED BY:

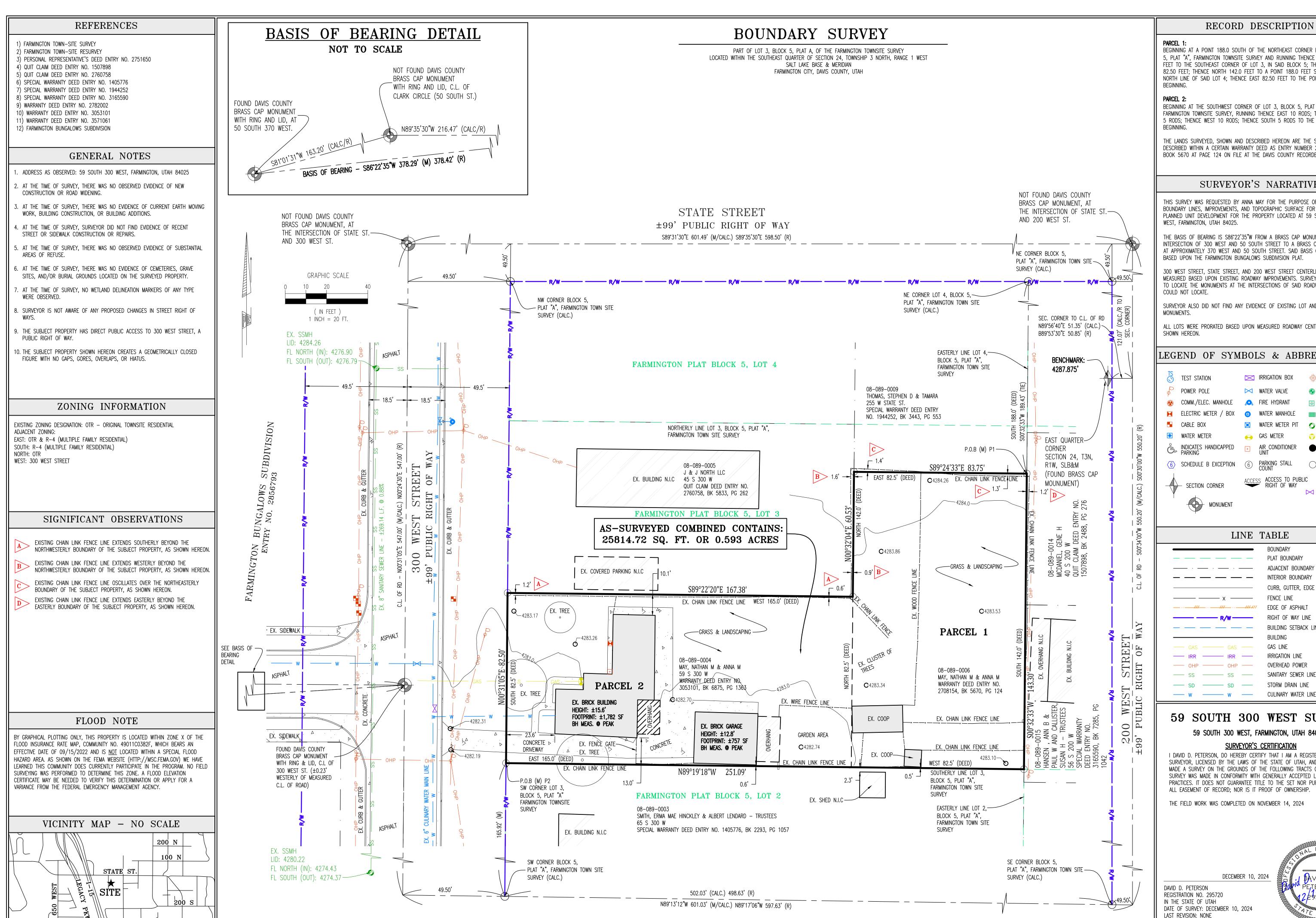
Peterson Engineering 7107 S 400 West, Suite #1 Midvale, Utah 84047-1084 PH 801-255-3503 FX 801-255-4502

DATE: JANUARY 3, 2024

THIS PROJECT DEVELOPED BY:

ANNA MAY
anna2may@gmail.com
801-403-5582
59 SOUTH 300 WEST
FARMINGTON, UTAH





RECORD DESCRIPTION

BEGINNING AT A POINT 188.0 SOUTH OF THE NORTHEAST CORNER LOT 4, BLOCK 5, PLAT "A", FARMINGTON TOWNSITE SURVEY AND RUNNING THENCE SOUTH 142.0 FEET TO THE SOUTHEAST CORNER OF LOT 3, IN SAID BLOCK 5; THENCE WEST 82.50 FEET; THENCE NORTH 142.0 FEET TO A POINT 188.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT 4; THENCE EAST 82.50 FEET TO THE POINT OF

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 5, PLAT "A". FARMINGTON TOWNSITE SURVEY, RUNNING THENCE EAST 10 RODS; THENCE NORTH 5 RODS; THENCE WEST 10 RODS; THENCE SOUTH 5 RODS TO THE POINT OF

THE LANDS SURVEYED, SHOWN AND DESCRIBED HEREON ARE THE SAME LANDS DESCRIBED WITHIN A CERTAIN WARRANTY DEED AS ENTRY NUMBER 2708154 IN BOOK 5670 AT PAGE 124 ON FILE AT THE DAVIS COUNTY RECORDERS OFFICE.

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SURVEYOR'S NARRATIVE

THIS SURVEY WAS REQUESTED BY ANNA MAY FOR THE PURPOSE OF LOCATING THE BOUNDARY LINES, IMPROVEMENTS, AND TOPOGRAPHIC SURFACE FOR A PROPOSED PLANNED UNIT DEVELOPMENT FOR THE PROPERTY LOCATED AT 59 SOUTH 300

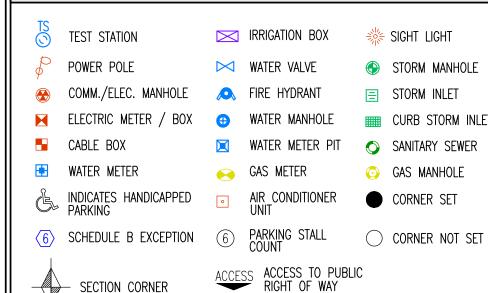
THE BASIS OF BEARING IS \$86'22'35"W FROM A BRASS CAP MONUMENT AT THE INTERSECTION OF 300 WEST AND 50 SOUTH STREET TO A BRASS CAP MONUMENT AT APPROXIMATELY 370 WEST AND 50 SOUTH STREET. SAID BASIS OF BEARING IS BASED UPON THE FARMINGTON BUNGALOWS SUBDIVISION PLAT.

300 WEST STREET, STATE STREET, AND 200 WEST STREET CENTERLINES WERE MEASURED BASED UPON EXISTING ROADWAY IMPROVEMENTS. SURVEYOR ATTEMPTED TO LOCATE THE MONUMENTS AT THE INTERSECTIONS OF SAID ROADWAYS AND

SURVEYOR ALSO DID NOT FIND ANY EVIDENCE OF EXISTING LOT AND BLOCK

ALL LOTS WERE PRORATED BASED UPON MEASURED ROADWAY CENTERLINES, AS

LEGEND OF SYMBOLS & ABBREVIATIONS



LINE TABLE BOUNDARY PLAT BOUNDARY ADJACENT BOUNDARY SOUTH RMINGT INTERIOR BOUNDARY CURB, GUTTER, EDGE OF CONCRETE FENCE LINE EDGE OF ASPHALT RIGHT OF WAY LINE BUILDING SETBACK LINES BUILDING GAS LINE IRRIGATION LINE OVERHEAD POWER SANITARY SEWER LINE

STORM DRAIN LINE

59 SOUTH 300 WEST SURVEY

59 SOUTH 300 WEST, FARMINGTON, UTAH 84025

SURVEYOR'S CERTIFICATION

I DAVID D. PETERSON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED BY THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE MADE A SURVEY ON THE GROUNDS OF THE FOLLOWING TRACTS OF LAND. THIS SURVEY WAS MADE IN CONFORMITY WITH GENERALLY ACCEPTED LOCAL SURVEYING PRACTICES. IT DOES NOT GUARANTEE TITLE TO THE SET NOR PURPORT TO SHOW ALL EASEMENT OF RECORD; NOR IS IT PROOF OF OWNERSHIP.

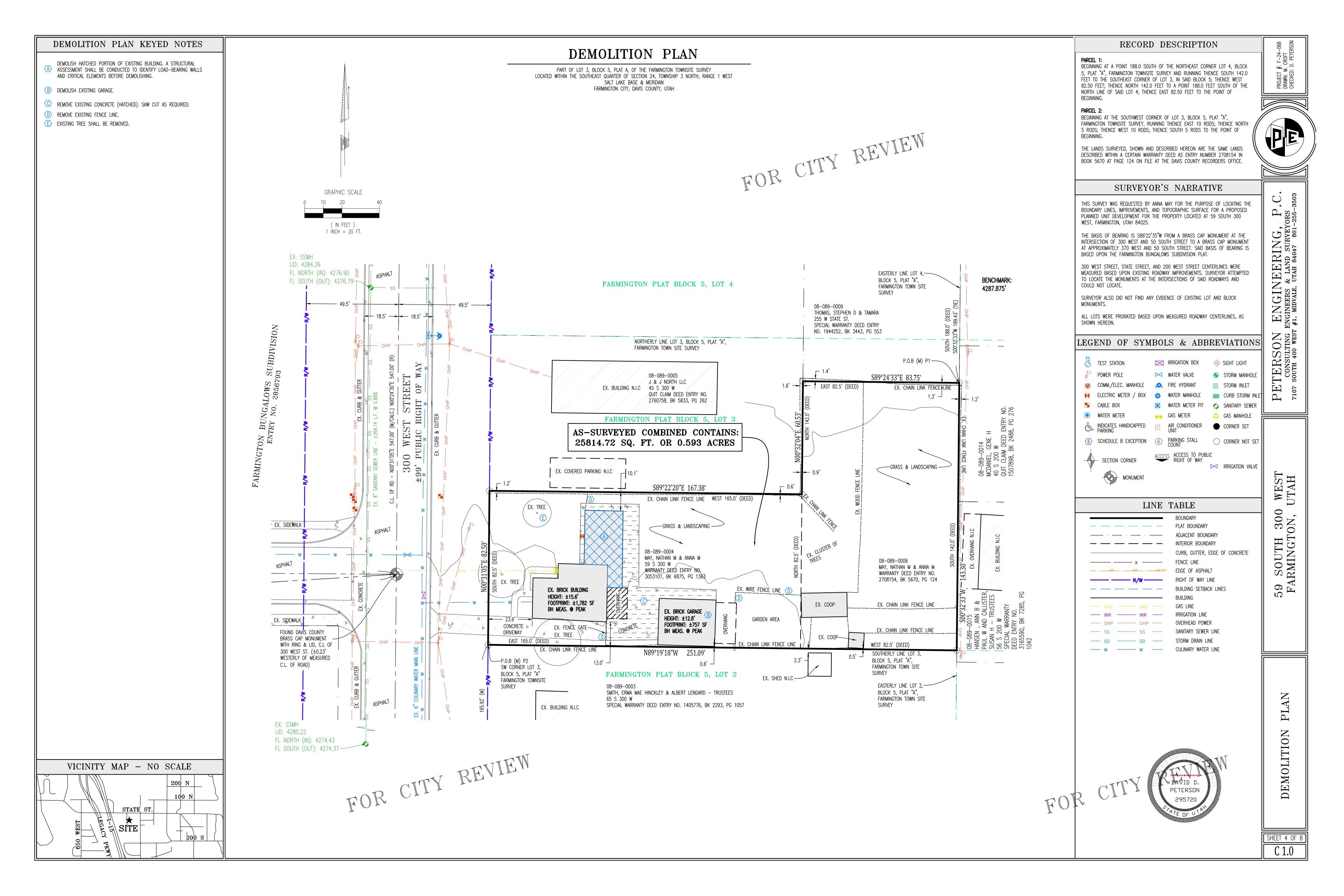
THE FIELD WORK WAS COMPLETED ON NOVEMBER 14, 2024

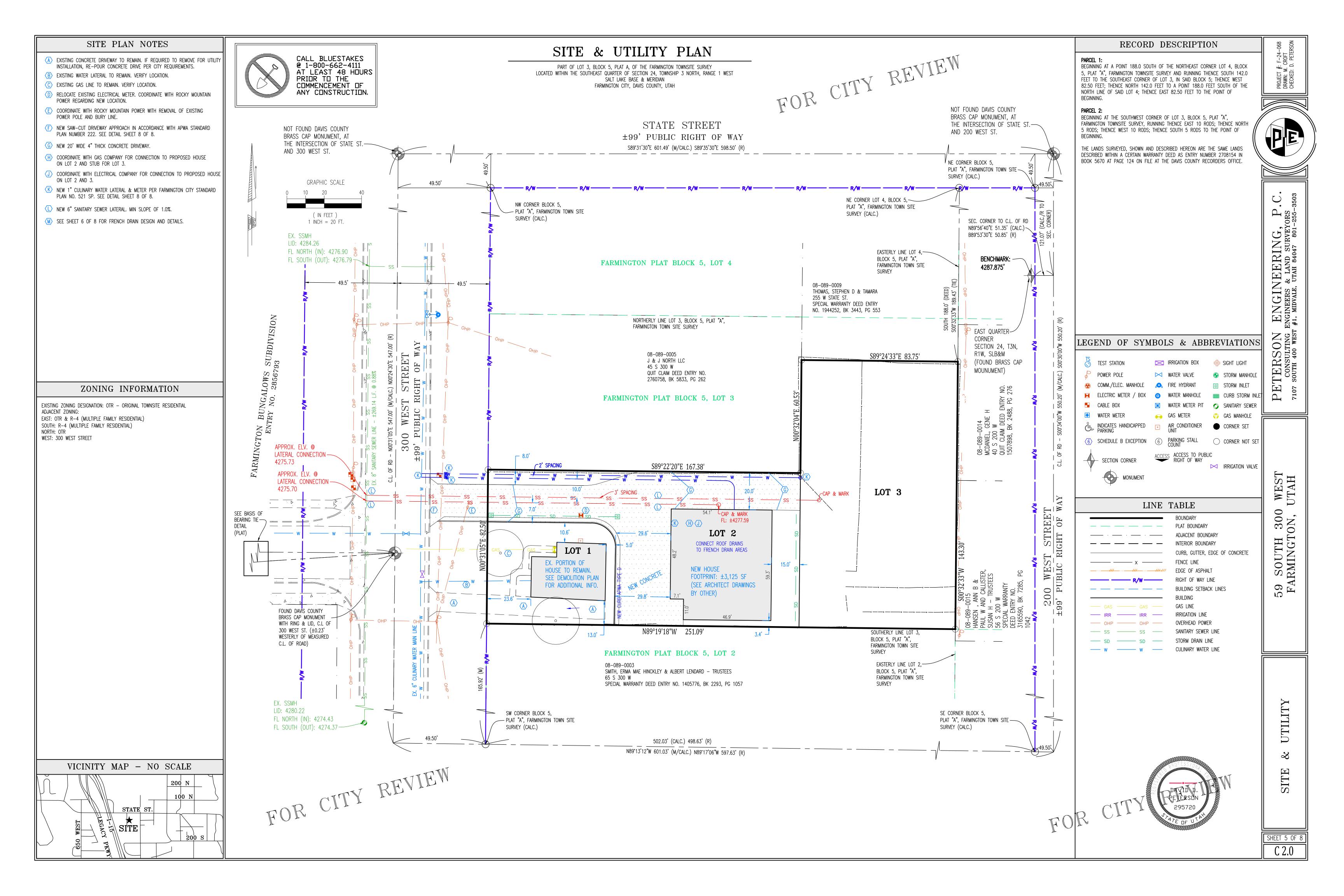


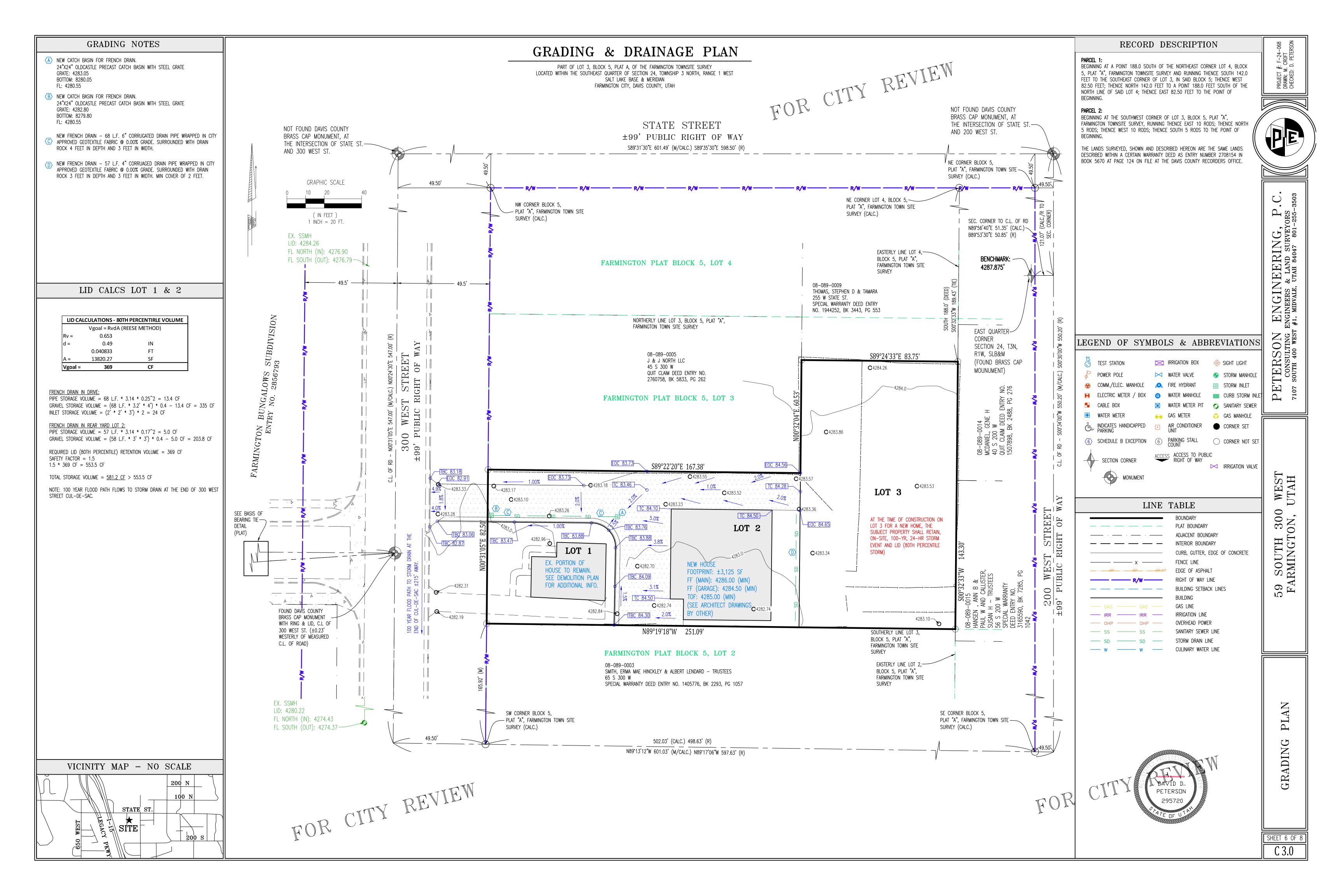
DECEMBER 10, 2024

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ND







- SECURE FABRIC TO STAKES

FINISHED GRADE

LEGEND

SF10 SILT FENCE, 10 FEET D.C.

SF7 | SILT FENCE, 7 FEET D.C

SF4

16" MIN

SILT FENCE, 9 FEET D.(

SILT FENCE, 8 FEET 0.0

SILT FENCE, 6 FEET D.O

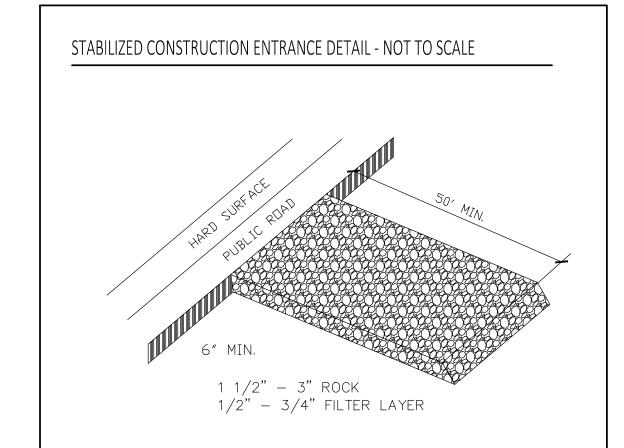
SILT FENCE, 5 FEET D.C

SILT FENCE, 4 FEET O.C SILT FENCE, 3 FEET D.C

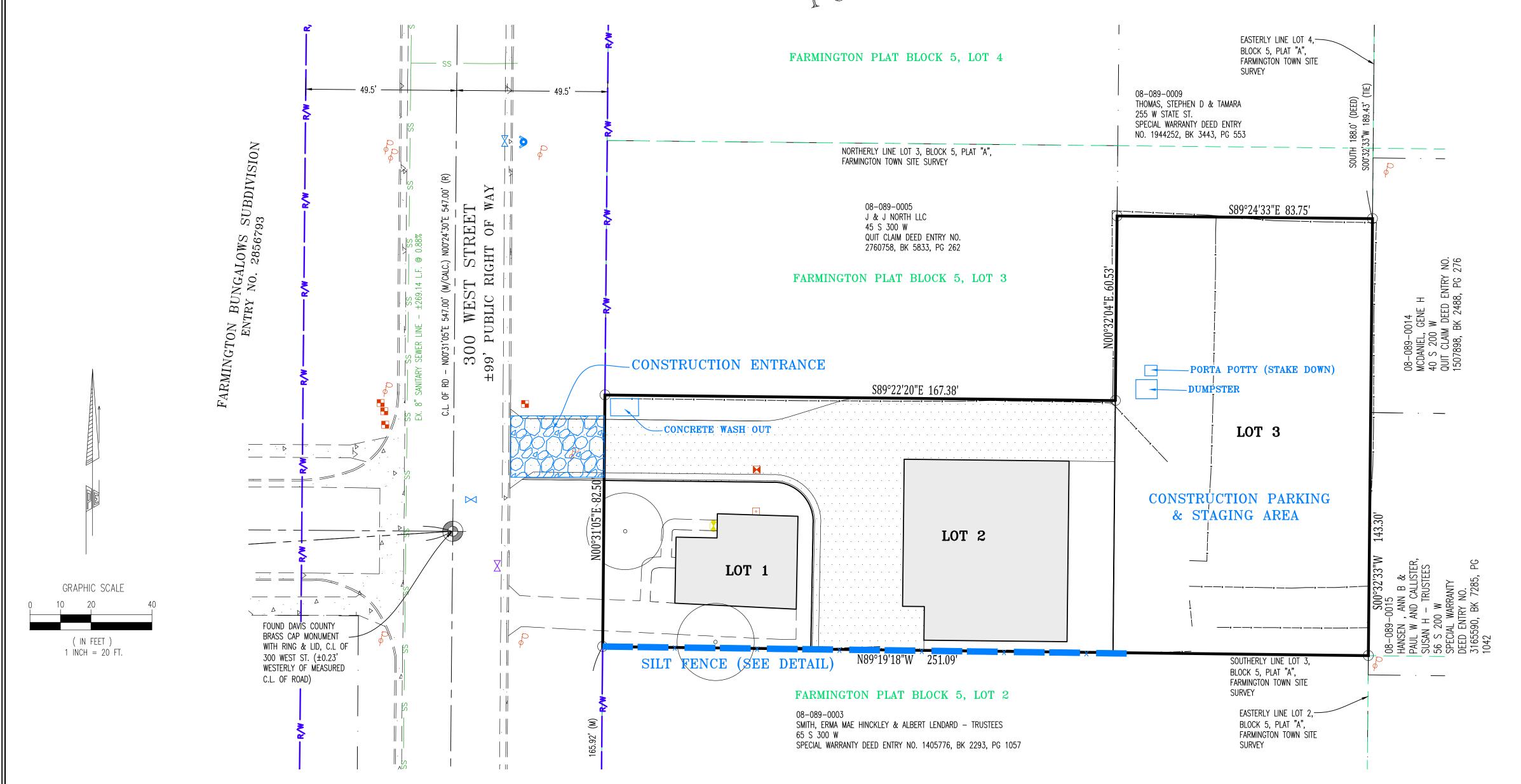
PART OF LOT 3. BLOCK 5. PLAT A. OF THE FARMINGTON TOWNSITE SURVEY LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST SALT LAKE BASE & MERIDIAN FARMINGTON CITY, DAVIS COUNTY, UTAH

SILT FENCE NOTES

- 1. SILT FENCE SHALL BE CONSTRUCTED BEFORE UPSLOPE GROUND COVER IS REMOVED. CLEARING, GRUBBING, AND STUMPING CAN OCCUR BEFORE SILT FENCE INSTALLATION IF GROUND COVER IS NOT REMOVED.
- 2. ALL SILT FENCE SHALL BE PLACED AS CLOSE TO THE CONTOUR AS POSSIBLE SO THAT WATER WILL NOT CONCENTRATE AT LOW POINTS IN THE FENCE AND SO THAT SMALL SWALES OR DEPRESSIONS THAT MAY CARRY SMALL CONCENTRATED FLOWS TO THE SILT FENCE ARE DISSIPATED ALONG ITS LENGTH.
- 3. ENDS OF THE SILT FENCES SHALL BE BROUGHT UPSLOPE SLIGHTLY SO THAT WATER PONDED BY THE SILT FENCE WILL BE PREVENTED FROM FLOWING AROUND THE ENDS.
- 4. SILT FENCE SHOULD PREFERABLY BE A MINIMUM OF 10 FEET FROM THE TOE OF SLOPE. 5. THE TRENCH SHALL BE MADE WITH A TRENCHER, CABLE LAYING MACHINE, SLICING MACHINE, OR OTHER SUITABLE DEVICE THAT WILL ENSURE AN ADEQUATELY UNIFORM TRENCH DEPTH.
- 6. WHERE TWO SECTIONS OF PREFABRICATED SILT FENCE ARE COMBINED INTO ONE RUN, THE END POSTS SHALL BE CONNECTED TOGETHER, NOT SIMPLY OVERLAPPED.
- 7. SILT FENCE SHALL ALLOW RUNDFF TO PASS ONLY AS DIFFUSE FLOW THROUGH THE GEOTEXTILE. IF RUNDFF OVERTOPS THE SILT FENCE, FLOWS AROUND THE ENDS, OR IN ANY OTHER WAY BECOMES A CONCENTRATED FLOW, ONE OF THE FOLLOWING SHALL BE PERFORMED, AS APPROPRIATE: A) AN ADDITIONAL RUN OF SILT FENCE SHALL BE PLACED UPSTREAM, B) THE LAYOUT OF THE SILT FENCE SHALL BE CHANGED, C) ACCUMULATED SEDIMENT SHALL BE REMOVED, OR D) OTHER PRACTICES SHALL BE IMPLEMENTED.
- 8. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN THE DEPOSIT REACHES APPROXIMATELY ONE-HALF OF THE
- 9. ALL STOCKPILES SHALL BE INCIRCLED WITH SILT FENCE.
- 10. SILT FENCE FABRIC SHALL MEET THE FOLLOWING SPECIFICATIONS: MINIMUM TENSILE STRENGTH 120 LBS., ASTM D 4632; MAXIMUM ELONGATION AT 60 LBS., 15%, ASTM D 4632; MINIMUM PUNCTURE STRENGTH 50 LBS., ASTM D 4833; MINIMUM TEAR STRENGTH 40 LBS., ASTM D 4533, APPARENT OPENING SIZE <= 0.84MM, ASTM D 4751; MINIMUM PERMITTIVITY 1X10-2SEC.-1, ASTM D 4491; WATER FLOW RATE 15GAL./MIN/SQ. FT.; UV EXPOSURE STRENGTH RETENTION, 70%, ASTM G 4355.



FOR CITY REVIEW



GENERAL EROSION CONTROL NOTES

- 1) ALL EROSION CONTROL MEASURES MUST BE IMPLEMENTED WITH 14 DAYS OF GRADE COMPLETION.
- 2) IMPLEMENT CONSTRUCTION ROAD STABILIZATION ON ANY TEMPORARY ROADS USED
- DURING CONSTRUCTION. 3) PROVIDE SITE WATERING AS NEEDED TO CONTROL BLOWING DUST.
- 4) ALL EROSION CONTROL PROTECTION DEVISES NEED TO BE INSPECTED AT LEAST ONCE A WEEK AND WITH WITHIN 24 HOURS OF A MAJOR RAIN (1/2" OR MORE) OR SNOW MELT EVENT.
- 5) ALL DAMAGED EROSION CONTROL MEASURES NEED TO BE REPLACED IMMEDIATELY UPON DISCOVERY.
- 6) SWEEP PUBLIC STREETS AS REQUIRED TO KEEP THEM CLEAN AND FREE FROM
- 7) USE EROSION CONTROL BLANKETS ON ANY TEMPORARY DRAINAGE SWALES.
- 8) PRESERVE ALL VEGETATION IN THE 'DO NOT DISTURB' AREAS.
- 9) ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT THE JOB SITE AT THE CONTROLLED CONSTRUCTION ENTRANCES.
- 10) TEMPORARY PLANTING AND SEEDING SHALL BE INSTALLED IN ANY DISTURBED AREAS NOT OTHERWISE DESIGNATED ON THIS PLAN.
- 11) CONSTRUCT ROCK CHECK DAMS IN AREAS THAT SHOW EVIDENCE OF RECENT EROSION TO PREVENT FURTHER DAMAGE.
- 12) ALL TEMPORARY PIPE OUTLETS SHALL HAVE EROSION PROTECTION BY USING A RIP-RAP APRON.
- 13) INLET PROTECTION SHALL REMAIN IN PLACE UNTIL VEGETATION IS WELL
- ESTABLISHED. 14) 24 HOUR CONTACT: ANNA MAY 801-403-5582

CONSTRUCTION MITIGATION NOTES

- 1. Show location for dumpster, portable toilets, material storage, parking 2. Construction parking/traffic may not block the street without a permit (Available from the Engineering Division)
- 3. Mud tracked out onto the street must be cleaned prior to the end of the
- 4. The construction site must be maintained in a neat manner. Trash and other debris may not accumulate outside the dumpster.

CONCRETE WASHOUT NOTES

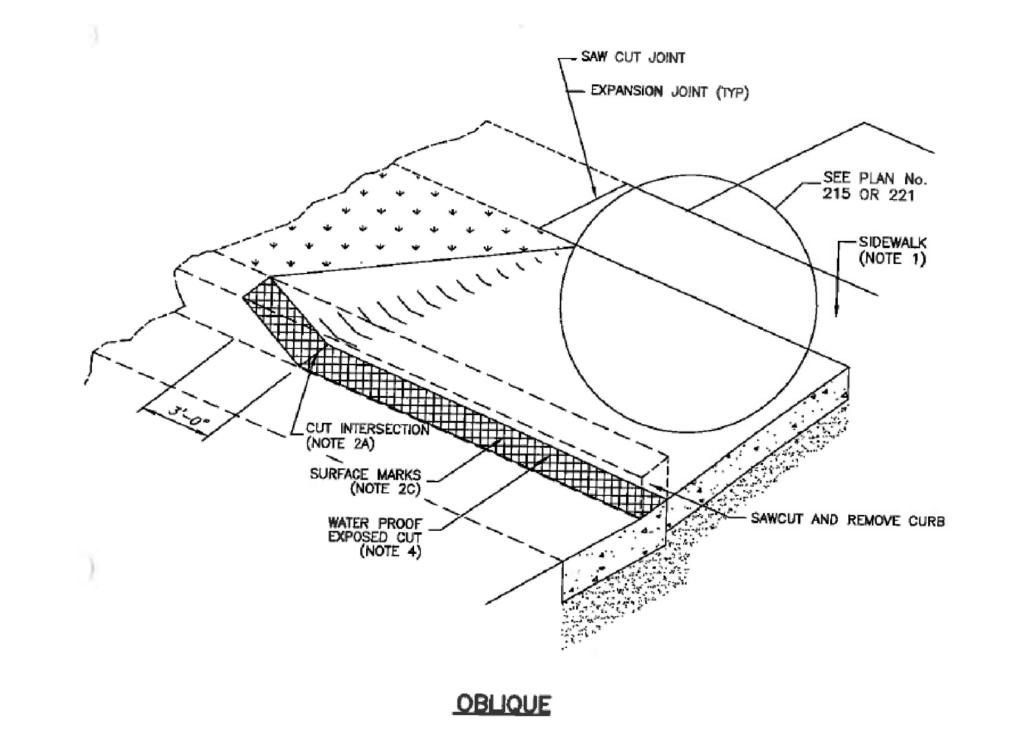
- PERFORE WASHOUT OF CONCRETE TRUCKS OFFSITE OR IN DESIGNATED CONCRETE WASHOUT AREAS ONLY.
- DO NOT WASH OUT CONCRETE TRUCKS ONTO THE GROUND, OR INTO STORM DRAINS, OPEN DITCHES, STREETS, STREAMS.
- DO NOT ALLOW EXCESS CONCRETE TO BE DUMPED ON-SITE, EXCEPT IN DESIGNATED CONCRETE WASHOUT AREAS.
- CONCRETE WASHOUT AREAS MAY BE PREFABRICATED CONCRETE WASHOUT
- CONTAINERS, OR SELF-INSTALLED STRUCTURES (ABOVE GRADE OR BELOW-GRADE). - PREFABRICATED CONTAINERS AE MOST RESISTANT TO DAMAGE AND PROTECT AGAINST SPILLS AND LEAKS. COMPANIES CMAY OFFER DELIVERY SERVICE AND PROVIDE REGULAR MAINTENANCE AND DISPOSAL OF SOLID AND LIQUID
- IF SELF-INSTALED CONCRETE WASHOUT AREAS ARE USED, BELOW-GRADE STRUCTURES ARE PREFERRED OVER ABOVE GRADE STRUCTURES BECAUSE THEY ARE LESS PRONE TO SPILLS AND LEAKS.
- SELF INSTALLED AVOVE-GRADE STRUCTURES SHOULD ONLY BE USED IF EXCAVATION IN NOT PRACTICAL.



ENGINEERS & LAND SUR #1, MIDVALE, UTAH 84047

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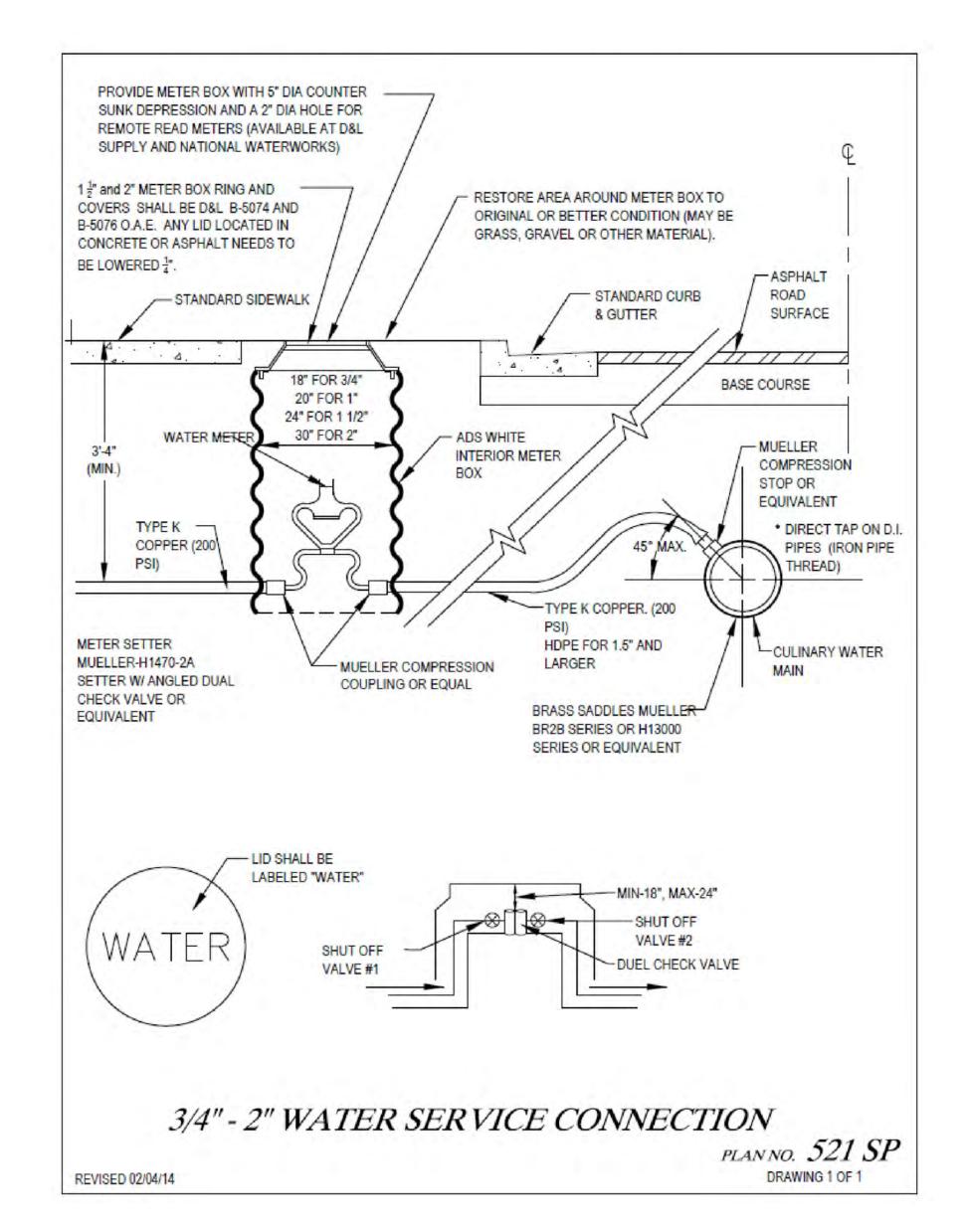
SWPPP



Saw-cut driveway approach April 1997

Plan No. **222**

APWA STANDARD DETAIL PLAN NO. 222



FARMINGTON STANDARD DETAIL PLAN NO. 521 SP

FOR CITY REVIEW



ANNA MAY DRAFTING & DESIGN

ANNA2MAY@GMAIL.COM 801-403-5582

BUILDING INFORMATION:

Sycamore Lane PUD

Nathan & Anna May 59 S 300 W FARMINGTON, UT 84025

Sycamore Lane PUD

59 S 300 W

Preliminary PUD Master Plan 3D View

 Project number
 1

 Date
 1/7/2025

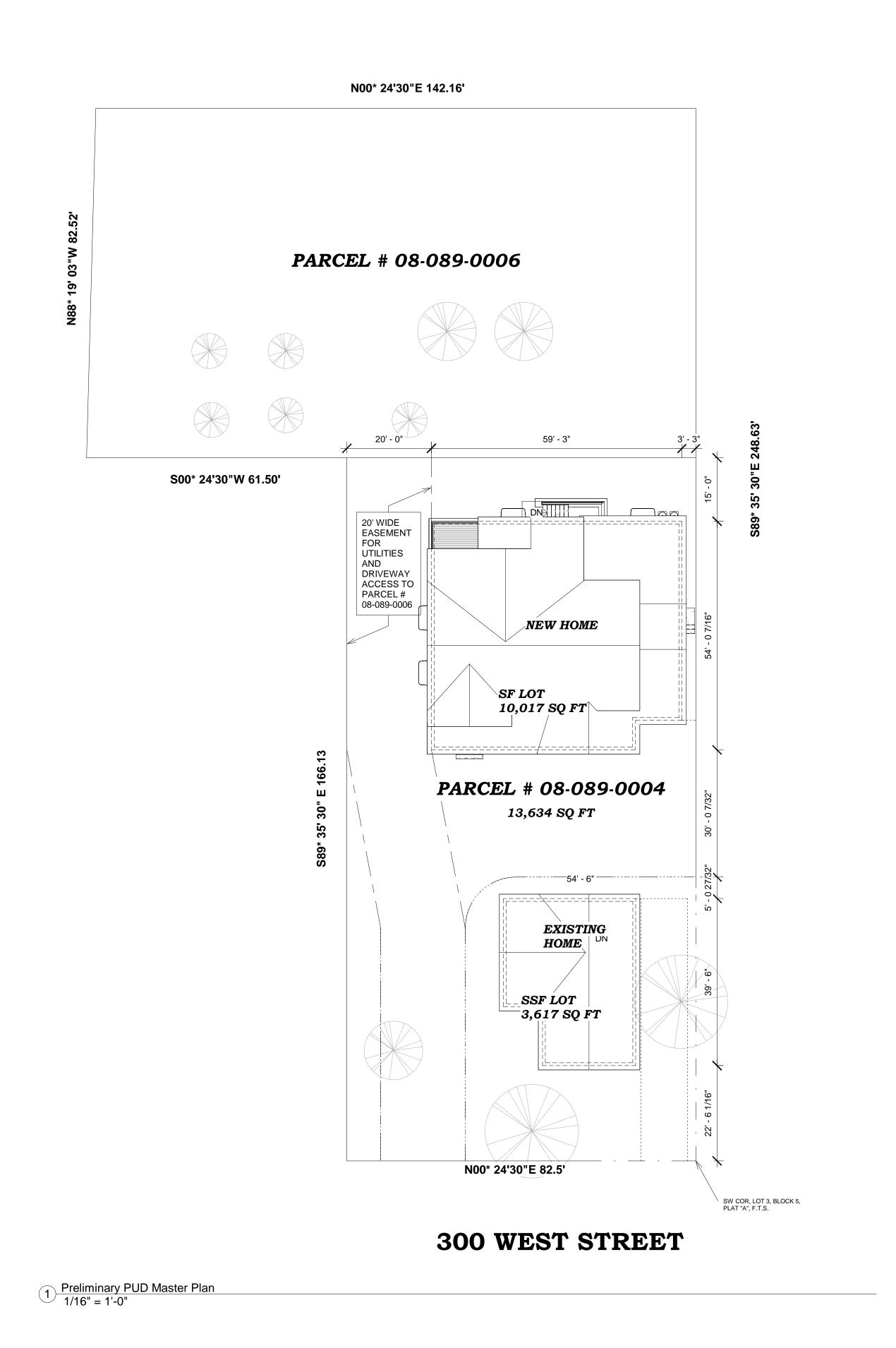
 Drawn by
 AM

 Checked by

P1

Scale

(PRINTED AT 22"X34")



PROPERTY LINE
PROPERTY LINE
NEW LOT LINE
EASEMENT LINE
PROPERTY LINE
NEW LOT LINE
NEW SEWER LINE
SS—SS—NEW SEWER LINE
EW—EW—EXISTING WATER LINE

---ESS-ESS-- EXISTING SEWER LINE





ANNA MAY DRAFTING & DESIGN

ANNA2MAY@GMAIL.COM 801-403-5582

BUILDING INFORMATION:

Sycamore Lane PUD

Nathan & Anna May 59 S 300 W FARMINGTON, UT 84025

Sycamore Lane PUD

59 S 300 W

Preliminary PUD Master Plan

Project number 1

Date 1/7/2025

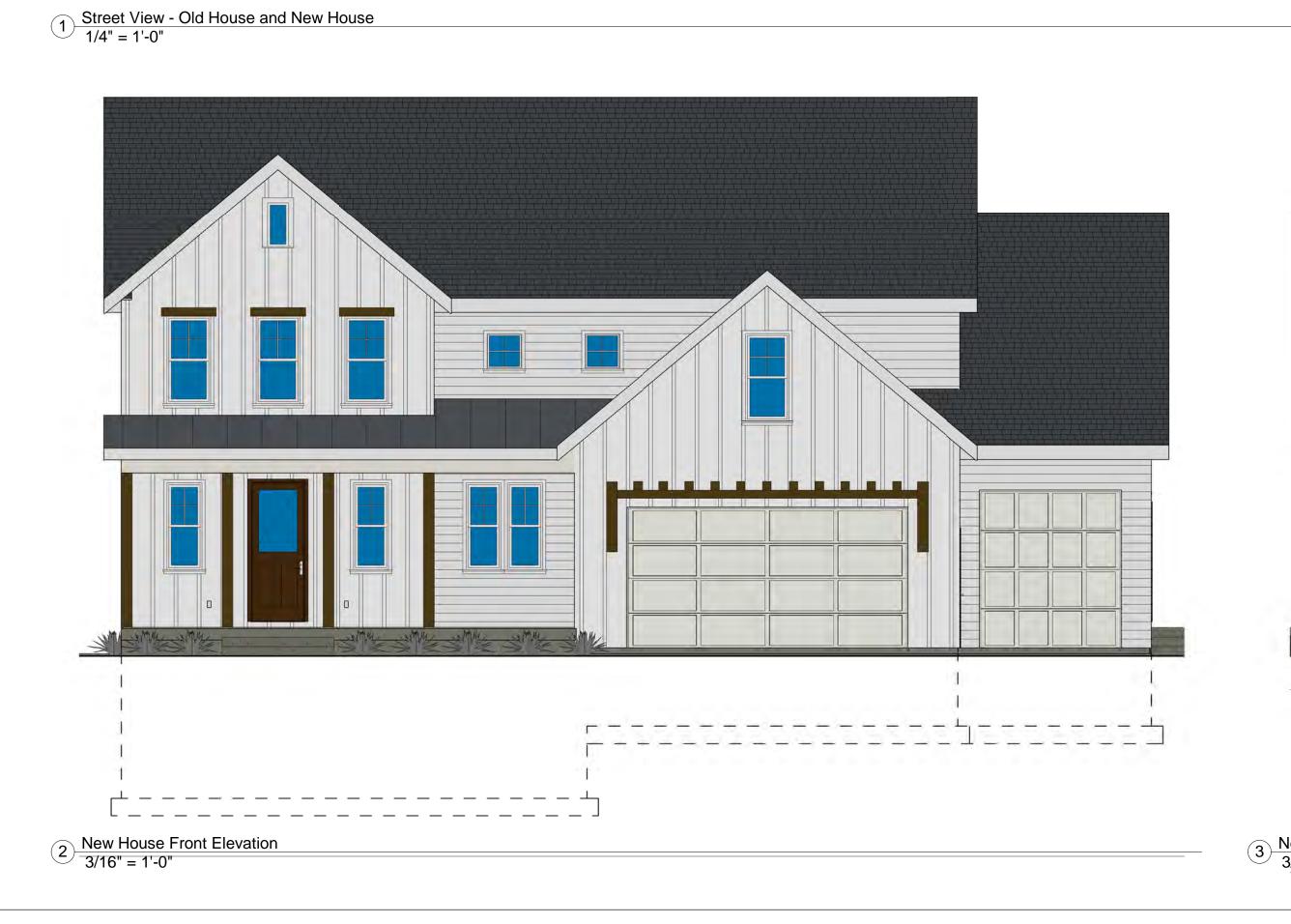
Drawn by AM

Checked by

P2

Scale 1/16" = 1'-0" (PRINTED AT 22"X34")







ANNA MAY DRAFTING & DESIGN

ANNA2MAY@GMAIL.COM 801-403-5582

BUILDING INFORMATION:

Sycamore Lane PUD

Nathan & Anna May 59 S 300 W FARMINGTON, UT 84025

Sycamore Lane PUD 59 S 300 W

Preliminary PUD Master Plan Elevations

Project number 1

Date 1/7/2025

Drawn by AM

Checked by

P3

Scale As indicated (PRINTED AT 22"X34")

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

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

	THIS DEVE	LOPMENT AGREE	MENT (the "Agre	eement") is r	nade and er	ntered in	to as
of the	day of		, 2025, by and	between FA	RMINGT	ON CIT	Y , a
Utah n	nunicipal corpo	oration, hereinafter re	eferred to as the "	'City," and I	NATHAN	M. MA	Y &
ANNA	M. MAY, her	einafter referred to as	"Developer."				

RECITALS:

- A. Developer owns Parcel 08-089-0004 and Parcel 08-089-0006 located at 59 South 300 West, which consists of .313 acres and 0.269 acres of land, respectively, located within the City, which property is more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property").
- B. Developer desires to develop a project on the Property to be known as the Sycamore Lane PUD Subdivision (the "Project"). Developer has submitted an application to the City seeking approval of the PUD overlay zone in accordance with the City's Laws.
- C. The Property is presently zoned under the City's zoning ordinance as Original Townsite Residential (OTR). The Property is subject to all City ordinances and regulations including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").
- D. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to or in lieu of those contained in the City's Laws. This Agreement is wholly contingent upon the approval of that zoning application.

AGREEMENT

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

- 1. <u>Incorporation of Recitals</u>. The above Recitals are hereby incorporated into this Agreement.
- 2. <u>Property Affected by this Agreement</u>. The legal description of the Property contained within the Project boundaries to which the Agreement applies is attached as Exhibit A and incorporated by reference. Developer expressly agrees to the terms and conditions of this Agreement and acknowledges that this Agreement shall run with the land until its termination.
- 3. <u>Compliance with Current City Ordinances</u>. Unless specifically addressed in this Agreement, Developer agrees that any development of the Property shall be in compliance with city ordinances in existence on the date of execution of this Agreement. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances.
- **4.** <u>Compliance with Plans.</u> Development shall be completed in substantial compliance with Project shown in Exhibit "B" including but not limited to details regarding:
 - a) Location of Buildings. Buildings which currently exist and are proposed to be built on the Property shall be placed in accordance with Exhibit B.
 - **b) Modification to Historic Home**. The historic home located on the West side of the Property shall undergo modifications in order to render it a contributing property, as described in Section 6.
- 5. <u>Alternative Development Standards</u>. Pursuant to Utah Code Ann. § 10-9a-532(2)(a)(iii), this Development Agreement contains terms that conflict with, or is different from, a standard set forth in the existing land use regulations that govern the Property. This Agreement, which has undergone the same procedures for enacting a land use regulation, overrides those conflicting standards as it relates to this Project, as follows:
 - a) Location of Accessory Dwelling Unit: This approval overrides the ordinary restriction against accessory dwelling units being located in the front yard. *See* Farmington Municipal Code § 11-17-050(A). The restoration and preservation of the historic home warrant the deviation from usual code requirements in this case.
 - **b) Setbacks.** The new home being constructed as depicted in Exhibit B may be placed fifteen feet (15') of the rear property line on the East side of the lot, and three feet (3') from the side property line on the south side of the lot.
 - c) Architectural Standards. Developer will follow OTR design guidelines within the Sycamore PUD subdivision.
 - d) Lot 3 Access. Lot 3 will not require full frontage on a public street or right of way, but may be included as a building lot. This subject to approval on access easement recorded and the full face of any dwelling located on Lot 3 fully exposed to 300 West. Also

subject to approval of Special Exception by Planning Commission, according to 11-32-060 Access to Off Streeting Parking and Loading Spaces A. 5.

- **6.** <u>Developer Obligations.</u> Developer agrees to the following provisions as a condition for being granted the zoning approval sought:
 - a) Historic Restoration & Preservation. The home currently on-site and fronting 300 West is non-contributing due to an addition to the home on its North side. Developer agrees that part of the improvements on the Property include the removal of the addition and making necessary improvements so that it can be designated as a contributing historical resource, as that term is defined in Chapter 39 of the Farmington Municipal Code.
 - **b) Technical Review**. The Developer will meet all requirements of the City's DRC (Development Review Committee).
 - c) Notification of Restriction. Developer acknowledges that the obligation undertaken in this section is a restriction of applicant's rights under clearly established law i.e., the City cannot normally require the planting of trees or preservation of homes as indicated. However, Developer agrees that it is willing to accept this restriction in exchange for the benefits received from the City through this Agreement.
- 7. Parcel 08-089-0006. If necessary, the City may consider amending the PUD Overlay and Development Agreement to encompass Parcel 08-089-0006 consistent with the process set forth in Chapter 27 of the Zoning Ordinance and the continued preservation of the existing historic dwelling located on Parcel 08-089-0004.
- **8.** Payment of Fees. The Developer shall pay to the City all required fees in a timely manner. Fees shall be paid in those amounts which are applicable at the time of payment of all such fees, pursuant to and consistent with standard City procedures and requirements, adopted by City.
- **9.** 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.
- 10. <u>Assignment</u>. The Developer shall not assign this Agreement or any rights or interests herein without prior written approval by the City, which shall not be unreasonably withheld and which is intended to assure the financial capability of the assignee. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.
- 11. <u>Legal Rights.</u> The Developer has had the opportunity to be represented by counsel and has had an opportunity to receive advice on this matter. The Developer agrees that any obligation entered into in this Development Agreement that may be construed as a restriction of the Developer's rights under clearly established state law, then its inclusion in this written agreement constitutes adequate disclosure under section 10-9a-532(2)(c)(i) of the Utah Code.

The Developer agrees that it will not attempt to void any obligation identified in this Development Agreement under section 10-9a-532(2)(c)(ii), and agrees to waive any objection to a condition of this Development Agreement pursuant to that subsection of Utah law.

12. <u>Notices</u>. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Developer: Nathan & Anna May

791 South Rice Rd. Farmington, UT 84025

To the City: Farmington City

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

- 13. <u>Default and Limited Remedies</u>. In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within sixty (60) days after giving written notice of default, the non-defaulting party shall have the following rights and remedies available at law and in equity, including injunctive relief and specific performance, 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.
- 14. <u>Agreement to Run with the Land</u>. 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.
- 15. Vested Rights. The Parties intend that this Agreement be construed to grant the Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and in addition to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances. By electing to submit a development application under a new future ordinance, however, Developer shall not be

deemed to have waived its right to submit or process other development applications under the City Code that applies as of the effective date of this Agreement.

16. 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.

17. <u>Termination.</u>

- a) Notwithstanding anything in this Agreement to the contrary, it is agreed by the Parties that if the Project is not completed within five (5) years from the date of this Agreement or if Developer does not comply with the City's laws and the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and to not approve any additional phases for the Project. Such termination may be effected by the City giving written notice of intent to terminate to the Developer. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given the opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. If Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.
- b) Upon the completion of all contemplated buildings and improvements identified in this Agreement, including all applicable warranty periods for publicly dedicated infrastructure, and completion of all provisions of Sections 3, 0, and 6.c) of this Agreement, the terms of this Agreement shall terminate upon thirty days' written notice to either Party. The non-noticing Party shall, within thirty days of receipt of the notice, provide to the noticing Party its written objection and identify the remaining construction or obligation which has not been fulfilled. Objections to termination under this subsection must be asserted in good faith.
- 18. <u>Attorneys' Fees</u>. In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorneys fee.
- 19. 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.
- **20.** <u>Headings</u>. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

- 21. 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.
- **Referendum or Challenge.** Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including zone changes and the approval of associated development agreements. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge is successful. In such case, this Agreement is void at inception.
- **23.** 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.
- 24. 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.
- **25. <u>Binding Effect.</u>** 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.
- **26. 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.
- **27.** 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.

- **28.** Recordation. This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.
- **29.** Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.
- **30.** <u>Severability</u>. If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 31. <u>Governing Law & Venue</u>. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second District Court of the State of Utah, Farmington Division.

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

		"DEVELOPER"
		Nathan M. May
		Anna M. May
STATE OF UTAH) : ss.	
COUNTY OF)	
On this day of Nathan M. May and Anna N foregoing instrument was si	Л. May, who b	, 2025, personally appeared before me, being by me duly sworn, did say that the
		Notary Public

FARMINGTON CITY

	Ву
	Brett Anderson, Mayor
Attest:	
D. A C I'l.	_
DeAnn Carlile City Recorder	
STATE OF UTAH)
	: ss.
COUNTY OF DAVIS)
	, 2025, personally appeared before me, y me duly sworn, did say that he is the Mayor of Farmington ration, and that the foregoing instrument was signed on poses therein stated.
	Notary Public
Approved as to Form:	
Paul H. Roberts	
City Attorney	

EXHIBIT "A"

PROPERTY DESCRIPTION

Davis County Parcel ID #08-089-0004

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

CONT. 0.313 ACRES.

Davis County Parcel ID#08-089-0006

BEG AT A PT 188 FT S FR NE COR LOT 4, BLK 5, PLAT A, FARMINGTON TS SURVEY; TH S 142 FT TO SE COR LOT 3, SD BLK 5; TH W 82.5 FT; TH N 142 FT TO A PT 188 FT S OF N LINE SD LOT 4; TH E 82.5 FT TO POB.

CONT. 0.269 ACRES.

EXHIBIT "B"

Preliminary PUD Master Plan Final PUD Master Plan and Preliminary Plat Layout



ANNA MAY DRAFTING & DESIGN

ANNA2MAY@GMAIL.COM 801-403-5582

BUILDING INFORMATION:

Sycamore Lane PUD

Nathan & Anna May 59 S 300 W FARMINGTON, UT 84025

Sycamore Lane PUD

59 S 300 W

Preliminary PUD Master Plan 3D View

 Project number
 1

 Date
 1/7/2025

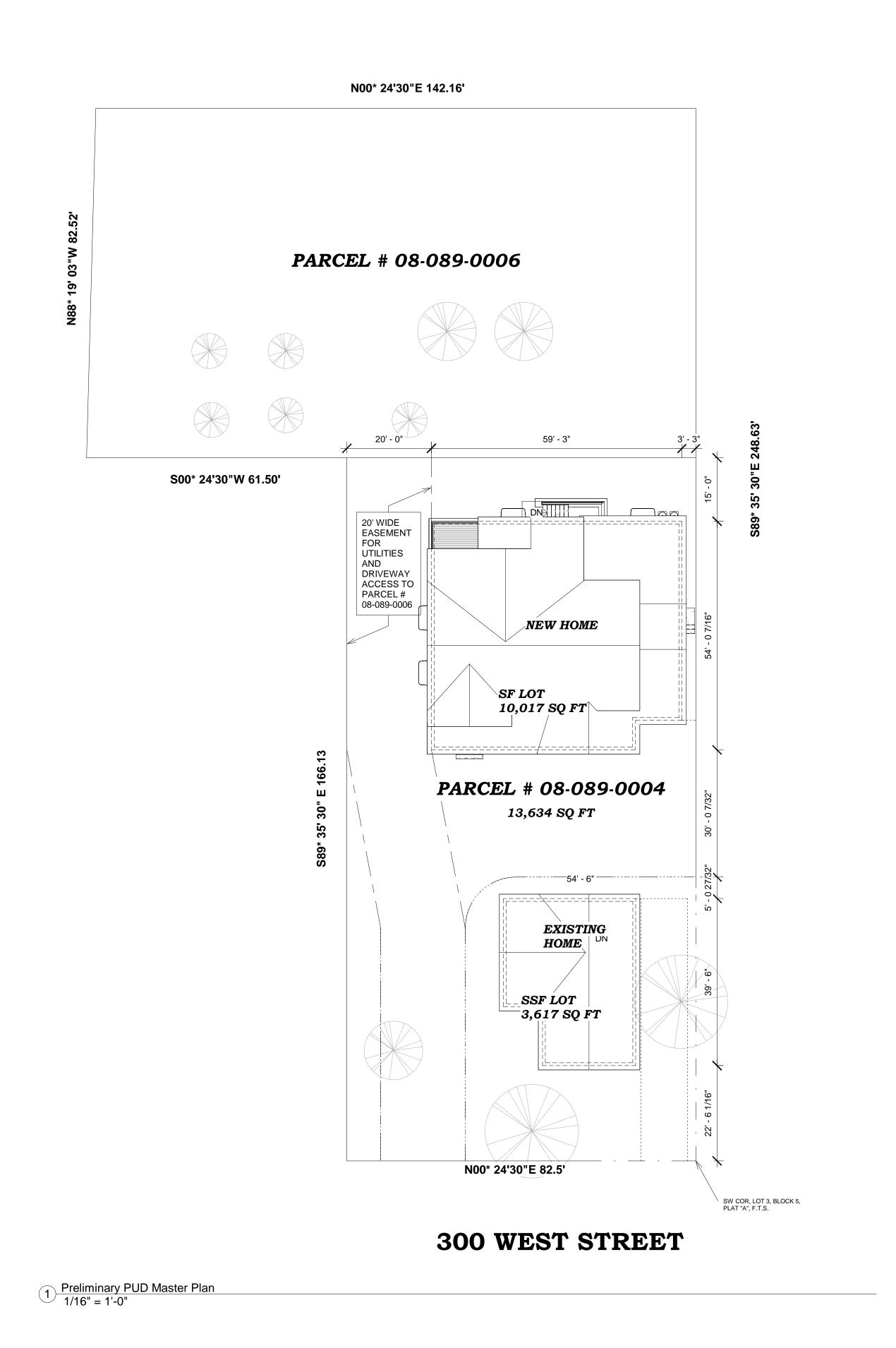
 Drawn by
 AM

 Checked by

P1

Scale

(PRINTED AT 22"X34")



PROPERTY LINE
PROPERTY LINE
NEW LOT LINE
EASEMENT LINE
PROPERTY LINE
NEW LOT LINE
NEW SEWER LINE
SS—SS—NEW SEWER LINE
EW—EW—EXISTING WATER LINE

---ESS-ESS-- EXISTING SEWER LINE





ANNA MAY DRAFTING & DESIGN

ANNA2MAY@GMAIL.COM 801-403-5582

BUILDING INFORMATION:

Sycamore Lane PUD

Nathan & Anna May 59 S 300 W FARMINGTON, UT 84025

Sycamore Lane PUD

59 S 300 W

Preliminary PUD Master Plan

Project number 1

Date 1/7/2025

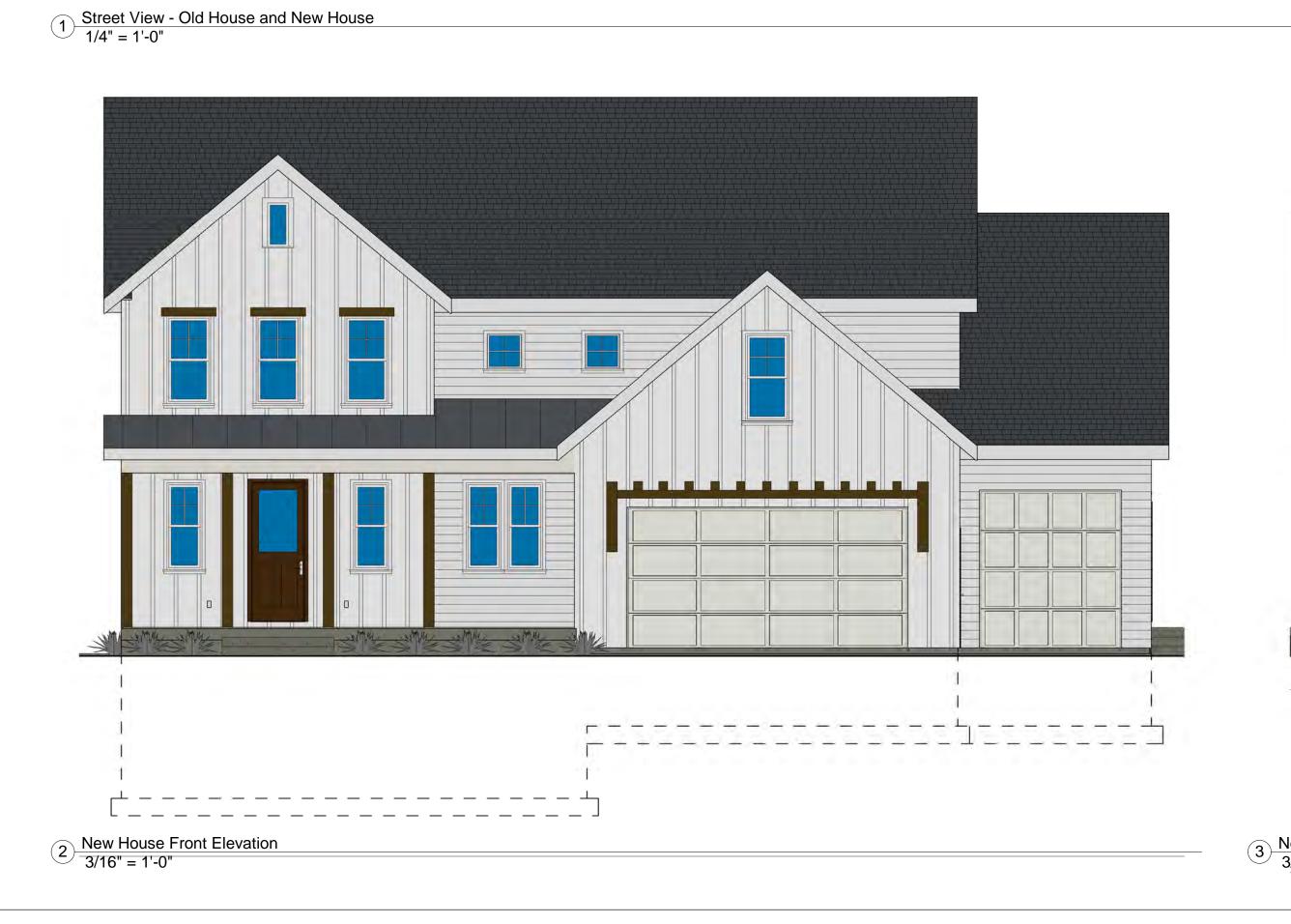
Drawn by AM

Checked by

P2

Scale 1/16" = 1'-0" (PRINTED AT 22"X34")







ANNA MAY DRAFTING & DESIGN

ANNA2MAY@GMAIL.COM 801-403-5582

BUILDING INFORMATION:

Sycamore Lane PUD

Nathan & Anna May 59 S 300 W FARMINGTON, UT 84025

Sycamore Lane PUD 59 S 300 W

Preliminary PUD Master Plan Elevations

Project number 1

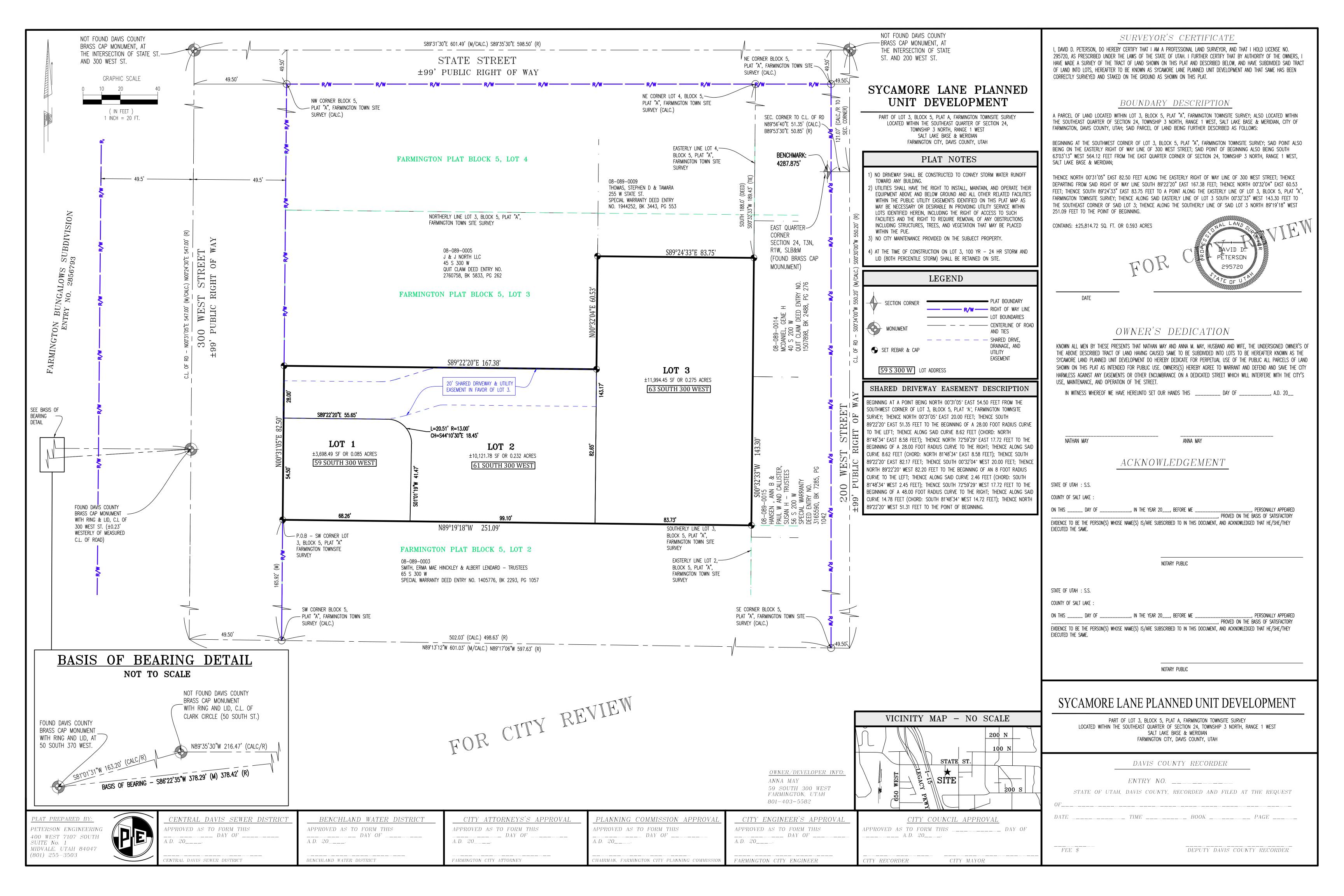
Date 1/7/2025

Drawn by AM

Checked by

P3

Scale As indicated (PRINTED AT 22"X34")



Upon recording return to: Farmington City Attorney 160 S. Main St. Farmington, UT 84025

DEED RESTRICTION

Owner Occupancy Governing For-Sale Accessory Dwelling Unit Parcel

This	DEEL) REST	TRICT:	ION	(this	"Deed	Restric	tion") is	gr	anted	as	of
		, 202	25 by _							hav	ing a 1	maili	ing
address of							("Gra	antor'	'), fo	or t	he ber	nefit	of
FARMINGT	ON C	ITY, U	TAH 1	having	ga	mailing	address	of :	160	S.	Main	Stre	eet,
Farmington,	Utah 84	1025 (the	e "City	"), as s	such	Deed Re	striction	may l	e an	nen	ded fro	m ti	me
to time.													

WITNESSETH:

- A. Grantor holds legal title to approximately 0.085 acres of land located at approximately 59 South 300 West, which property is more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the "Development").
- B. The Development consists of only two lots: 1) Lot 2 includes an existing primary detached single-family dwelling (the "Primary Dwelling Lot"), and 2) Lot 1 (the "Restricted Lot"), which was split from the Primary Dwelling Lot pursuant to Farmington City Zoning Code as a subordinate single-family lot ("SSF Lot"), includes a detached accessory dwelling unit. The Primary Dwelling Lot and the Restricted Lot shall remain in unified ownership unless it meets the requirements of this Deed Restriction.
- C. Farmington City has provided in its zoning code for the transfer of ownership for an SSF Lot. The SSF Lot continues to be connected to the Primary Dwelling Lot as per the City Code. Generally, an SSF Lot may be created in two ways: (1) by creating a parcel encompassing an existing detached accessory dwelling unit ("DADU") that was previously built on the Primary Dwelling Lot, or (2) creating an SSF parcel prior to the construction of a DADU. Regardless of the method, the owner-occupancy requirements of this Deed Restriction are not effective until the separation of ownership in SSF Lot from the Primary Dwelling Lot. If the DADU has not yet been built on the SSF Lot at the time of ownership separation, then the provisions of this Deed Restriction related to owner-occupancy are also contingent upon the issuance of a certificate of occupancy for the DADU on the SSF Lot.
- D. The creation of SSF Lots are intended to provide more affordable homeownership options to future Farmington residents, and therefore the initial tenure and occupancy period of a dwelling on an SSF Lot upon separate ownership from a Primary Dwelling Lot must be owner-occupied for an uninterrupted duration of no less than two

years. The SSF Lot and its dwelling shall not be lawfully rented during the period of owner occupancy.

- E. The lot subject to this deed restriction is an SSF Lot.
- F. As a condition to the approval, Grantor has agreed that this Deed Restriction be imposed upon this SSF Lot, Lot 1 (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 1 of the Sycamore Lane Planned Unit Development Subdivision, Farmington City, Davis County, Utah." The property description and identification of the Restricted Lot is set forth in **Exhibit A**.
- G. The City is authorized to monitor compliance with and to enforce the terms of this Deed Restriction.

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

- **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) "City" shall mean Farmington City, a political subdivision of the State of Utah.
 - (b) "Notice" means correspondence complying with the provisions of Section 6(b) of this Deed Restriction.
 - (c) "Restricted Lot" means the SSF Lot identified on the subdivision plat as Lot 1, and described in Section F of the recitals.
 - (d) "Tenant" means an occupant of the Restricted Lot other than an owner or operator.

3. Owner-Occupancy Requirement.

(a) The owner-occupancy requirement of this Deed Restriction is triggered when both of the following conditions apply to the property: (1) a DADU has a certificate of occupancy in place, and (2) the SSF Lot is in separate ownership from the Primary Dwelling Lot. This requirement shall remain in effect from the date that both of these conditions have been met, and continue for a period of **two (2) years** thereafter (the "Restricted Period") unless earlier terminated in accordance with Section 6(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.

4. 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 <u>legal action</u> 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.

5. 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) 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, 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.

6. Miscellaneous Provisions.

(a) <u>Amendments.</u> 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) <u>Notice</u>. 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:

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) <u>Severability</u>. 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) <u>Waiver by City</u>: 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) <u>Third Party Beneficiary</u>. The City shall be entitled to enforce this Deed Restriction and may rely upon the benefits hereof.
- (f) <u>Gender; Captions</u>. 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) <u>Binding Successors</u>. 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) <u>Termination.</u> 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 6(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) <u>Governing Law.</u> 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) <u>Independent Counsel</u>. 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			
before me	personally ap		
the	of		, to

•	rty executing the foregoing instrument and he/she rexecuted to be his/her free act and deed, in said
	Notary Public Printed Name: My Commission Expires:

The terms of this Deed Restriction are acknown	wledged by:
	CITY:
	By:
	Name:
	Title:
STATE OF UTAH ss: COUNTY OF DAVIS	
In Davis County on this before me personally appeared Brett Anderso known, and known by me to be the party exacknowledged said instrument, by him/her excapacity, and the free act and deed of Farming	ecuting the foregoing instrument, and he/she ecuted to be his/her free act and deed, in said
	Notary Public Printed Name: My Commission Expires:

Exhibit A

Development Property Description

Lot 1, Restricted	Lot:			
All of Lot 1, Syc	amore Lane	e Planned U	Jnit Development Subd	ivision
Recorded on:	Book:	Page:	Entry No.:	
Lot 2, Primary D	welling Lot	t:		
All of Lot 2, Syc	amore Lane	e Planned U	Jnit Development Subd	ivision
Recorded on:	Book:	Page:	Entry No.:	



Farmington City Planning Commission Staff Report March 6, 2025

Item 2: Conditional Use Approval for a Minor Sports Training Facility

Public Hearing: Yes
Application No.: C-1-25

Property Address: 732 West and 500 South

General Plan Designation: RRD (Rural Residential Density)

Zoning Designation: AE (Agriculture Estates)

Area: 1.58 Acres

Number of Lots: 1

Property Owner: Wyatt & Sage Marie Bubak - Turstees

Applicant: Wyatt Bubak

Request: Conditional use approval to convert a horse-riding business to a minor sports training facility.

Background Information

An equestrian center exists on-site, which received conditional approval by the Planning Commission on March 17, 2016 (CU Permit C-7-16), as a "Commercial outdoor recreation, minor" use. Although this is no longer an allowed use in the AE zone, one may request an amendment or modification of a conditional use as per Section 11-8-060 of the Zoning Ordinance (see attached). The applicant has provided: 1) information that describes what he proposes to do, and 2) a conceptual site plan.

Suggested Alternate Motions

- A. Move that the Planning Commission approve an amendment to a previous conditional use permit to create a minor sports training facility subject to all applicable Farmington City ordinances and development standards, the same conditions of the existing CU permit (items 1-4 below), and additional conditions (5 and 6) as follows:
 - 1. Any Lighting shall be designed, located and directed so as to eliminate glare and minimize reflection of light to neighboring properties;
 - 2. The hours of operation are limited to 8 a.m. to 10 p.m.;
 - 3. Any signs proposed for the project must comply with the Farmington City Sign Ordinance. The sign plan shall indicate the location, height, and appearance of the signs upon the site and the effects upon parking, ingress/egress, and adjacent properties. Such signs shall be compatible with the character of the neighborhood;

- 4. The applicant must obtain all other applicable permits for the operation of the conditional use including but not limited to a business license from Farmington City, all health department regulations and all applicable building codes;
- 5. City staff shall review and approve a final site plan for the property, including members of the City's DRC (Development Review Committee) where applicable; and
- 6. In addition to complying with City drainage requirements, the site plan shall include, but not be limited to, curb and gutter, sidewalk, and asphalt tie-in on 500 South Street—all such improvements must be constructed the entire east to west street frontage of the property.

Findings for Approval

[Note: these are the same findings from the March 17, 2016, C-7-16, approval].

- 1. The proposed use of the particular location is necessary and desirable and provides a service which contributes to the general well-being of the community.
- 2. The proposed use complies with all regulations and conditions in the Farmington City Zoning Ordinance for this particular use.
- 3. The proposed use conforms to the goals, policies, and principles of the Comprehensive General Plan.
- 4. The proposed use is compatible with the character of the site, adjacent properties, surrounding neighborhoods and other existing neighborhoods.
- 5. The location provides or will provide adequate utilities, transportation access, drainage, parking and loading space, lighting, screening, landscaping and open space, fire protection, and safe and convenient pedestrian and vehicular circulation.
- 6. The proposed use is not detrimental to the health, safety, and general welfare of persons residing or working in the vicinity.
- 7. The proposed use provides adequate parking, and that parking has been removed from 500 South.

-OR -

B. Move that the Planning Commission table consideration of the request to allow time for the applicant to address items as directed by the Commission.

Supplemental Information

- 1. Vicinity Map
- 2. Information by the Applicant
- 3. Conceptual Site Plan
- 4. Section 11-8-060 of the Zoning Ordinance



CONDITIONAL USE (MODIFICATION) REQUEST/INFORMATION

In 2016, we obtained a conditional use permit to conduct horseback riding lessons on our property at 732 W 500 S, Farmington, UT. We are considering transitioning the conditional use on our property from a horse operation to a small sports complex. While there are many steps beyond the approval of this application our family must overcome to make this transition possible, the first is a modification to the existing conditional use permit. Approval of this request does not mean we will transition into a sports facility but is a necessary first step in order for us to explore this further. We are asking that the approval of this modification request not immediately rescind our existing conditional use permit.

2016-Present

For the past eight years, we have operated a small horseback riding operation on our property, servicing those who have an interest and desire to experience horses and they joy they bring to one's life. Currently the operations includes a 80x80 indoor riding barn, a 110x100 outdoor riding arena, a 24x48 covered area, a parking driveway, a 36x36 foot stall barn and a 12x24 stall barn. Parking on the property, currently, can park ~15 vehicles.

We have agreements with the city (as part of our conditional use permit) to ensure we have a way to mitigate dust and don't operate outside established hours. We have taken all steps to mitigate these concerns and operate within the requested sideboards.

Proposed Project:

The proposed project of transitioning to a sports complex will be completed in at least two phases and only if funding allows. In nearly every way, the proposed conversion to a sport facility minimizes the scope of operation on the property and minimized or eliminates many of the items the city presented in association with our current operation when it was first approved.

Phase 1: Modification to existing 80x80 structure and other adjustments

The 80x80 indoor riding arena would be converted into a 80x80 sports facility to include, bathrooms, heating, a mezzanine, storage and a 70x80 turfed playing surface, etc. The footprint of the building will remain the same as its current state.

A facility this size, generally, is not enough space for more than one team (~15 people) to practice at any given time. It is also expected that the facility would not be able to service the needs or more than 10 teams in a given week. This ensures that this operation remains extremely manageable for the surrounding community.

The outdoor 110x100 arena would be used for additional parking in this phase. It wouldn't be paved but instead would have substrate brought in to match that of what current exists for in our approved parking area under the existing conditional use permit. While we don't expect more than a dozen

vehicles at any given time on the property, which current parking space could withstand, the additional parking would allow for upwards of 40-50 vehicles to be parked on the property. Far more than would be needed.

The 24x48 stall barn found toward the front of the property would be removed reducing the amount of hard surface and run-off concerns. Even in its current state, run-off concerns are virtually nonexistent.

Additionally, concerns related to dust would be mitigated by replacing the substrate in the outdoor arena with a more gravel-based product.

Phase 2:

This phase is purely funding/revenue dependent and may not come to fruition. If phase 2 were to be implemented, the 110x100 outdoor arena/parking area, would be converted to a turfed playing surface. This area would largely be used during the summer months so the use of lights will rarely, if ever, be of concern. The current outdoor arena has lights and we abide strictly by the time restrictions in our current conditional use permit as implemented by the city. We would continue to adhere to established standards if phase 2 of this project were implemented.

Again, the placement of turf shouldn't impact water run-off. The turf would be placed on the existing gravel based substrate, where it will drain in the same fashion as it does in its current state.

We could comfortably park ~24 vehicles on the property after the completion of phase 2; well in excess of what is needed.



Current state of property showing 80x80 riding barn, 110x100 outdoor arena, 24x48 covering and parking area

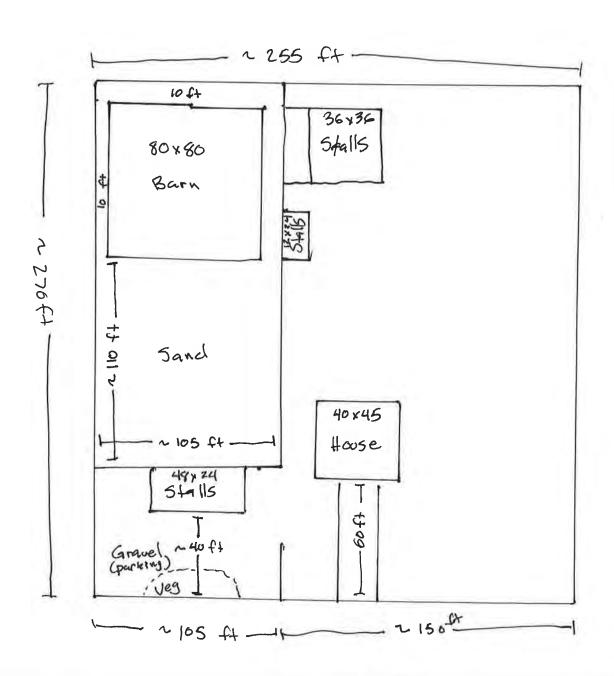


Project with Phase 1 and Phase 2 complete. Outdoor turf is a second phase of this project that may not occur. We wouldn't plan to have a paved parking lot. We would plan to keep it in its current state

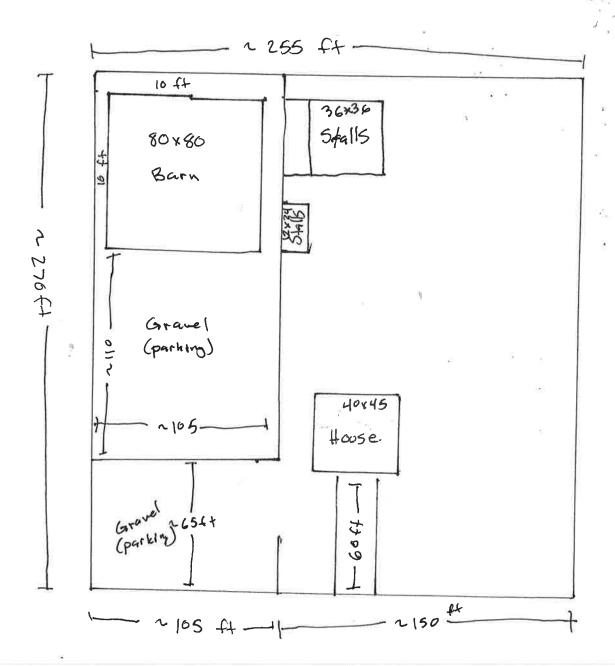


This is, generally, what the indoor facility would look like

Corrent



- open parking in gravel area
- currently stalls, sand, barn and gravel over are used under existing conditional use
- 48 x 24 stalls will be remaid and other stells will no longer be part of conditional use of approved



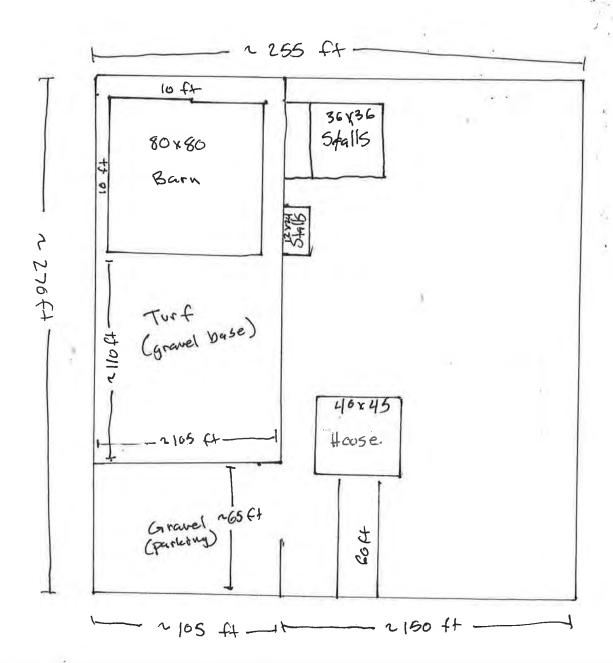
⁻ Both gravel greas used for parking

- 24x48 shall removed

⁻ If paint required on growel, roughly 9 H's

⁻ east portion of property not associated winew conditional NSC

Phase II



-parking would remain consistent w/corrent & phase I east portion of property not associated w/new
anditional use

11-8-060: AMENDMENT OR MODIFICATION OF A CONDITIONAL USE:

Once granted, a conditional use shall not be enlarged, changed, extended, increased in intensity or relocated unless a new conditional use application is made and approved by the planning commission, except as provided below:

- A. Necessity: Modifications to an approved conditional use permit may only be granted when it can be determined that such changes or modifications are necessary to accommodate special circumstances related to the location, siting or implementations of the approved development and where such modifications are found to be so insignificant and minor so as not to measurably change the approved conditional use permit or the intent of conditions that may have been imposed. The request for amendment shall be made in writing and documented on the site plan of the project.
- B. Request: The applicant may specifically request that the conditional use permit be modified by enlarging or diminishing the size of the structure(s), shifting the location of the structure(s), or changing the use to a different permitted use in the underlying zone.
- C. Review: The city planner may review and approve requests for modification of a conditional use permit. Amendment requests which are determined to constitute a significant change to the approved use shall be heard by the planning commission. A revised conditional use permit shall be filed by the city planner and replace the previously approved permit. (Ord. 1991-27, 7-17-1991)



Farmington City Planning Commission Staff Report March 6, 2025

Item 3: Promontory on Park – Preliminary Planned Unit Development Master Plan and Development Agreement

Public Hearing: Yes
Application No.: S-1-25

Property Address: 326 West Park Lane

General Plan Designation: O/BP / CMU (Office Business Park and Commercial Mixed Use)

Zoning Designation: Commercial Mixed Use (CMU)

Area: 0.148 Acres

Number of Lots: 1

Property Owner/Applicant: Tyra Williamson

Request: Recommendation for Preliminary Planned Unit Development and Development Agreement for Promontory on Park, a small office/commercial development.

Background Information

The subject property was temporarily owned by Farmington City. Prior to that, there was a house on the parcel that upon acquisition by the City, was demolished and portions of the original lot were separated to be included in the Park Lane right-of-way that will eventually be widened from this property east to Main Street.

The original lot was already fairly small and limited in what could be done for commercial development, but removing a portion for the right-of-way made it even more challenging. After securing what was needed for the future Park Lane improvements, the City worked through a Request for Proposals (RFP) process to find a buyer and a future use that worked best for the site. The applicant was selected by the City Council and has been preparing a proposal since then. In 2022, it was apparent to City staff with this process that any future development would struggle to take place under the BP (Business Park) zoning designation so Planning Staff recommended that the CMU district be considered. Following a positive recommendation by the Planning Commission, the City Council approved the rezone from BP to CMU on June 21, 2022.

The CMU zone requires that all projects are considered as either a planned center development, which is a conditional use process, or as a planned unit development. The applicant has proposed a financial planning office with a small grab-and-go type café use. Staff recommended that the applicant seek a PUD approval with accompanying development agreement to allow the Planning Commission and City Council to consider deviations from the underlying zone and Title 11, including the following:

- 1. **Front required build-to range**. Minimum percent of building within the front RBR (required build-to range) is 60% for collector roads. As proposed the building only occupies 30% of the RBR.
- 2. **Parking Location**. Parking areas located to the side of structures shall be located a minimum of ten feet back from the back of the adjacent sidewalk.
- 3. **Parking.** The site contains 12 parking spaces (2 ADA dedicated spaces). The use is split into approximately 2,619 sf professional office use which requires 3 spaces per 1000 sf of area (about 8 spaces for proposal). The café use is about 750 sf. The closest equivalent use is a sit-down restaurant which is required by 11-32-060 to have 12 spaces per 1000 sf of area (9 spaces for proposal). Therefore, the total required parking for the site would be 17 spaces. When the upstairs sitting area and bathrooms are removed from the calculation, the office requires only 6 spaces. The total parking needs for the site are between 15-17. In either case, the site will require legislative approval via DA to allow for reduced parking.
- 4. **East Setback** Typical setback for a 25 ft. tall building would need to be 5 ft. from side and rear property lines. Currently the building is designed to be 4 ft. from the east property line.

Suggested Motion

Move the Planning Commission recommend the City Council approve the Development Agreement and Preliminary Planned Unit Development Master Plan, subject to all applicable Farmington City development standards, ordinances, and the following condition:

- 1. Refuse area must be shown on plan and include screening so as not to be visible from street.
- 2. All other conditions as required by the Development Review Committee.
- 3. The Planning Commission may delegate review of the Final PUD Master Plan to the Planning Department

Findings:

- 1. The use is unique to this area and provides services to nearby users.
- 2. The proposal is an efficient use of land.
- 3. The applicant is not seeking increased density, so no additional compensation is required outside of the 10% required open space, which is provided as an outdoor seating area for the café use.

Supplemental Information

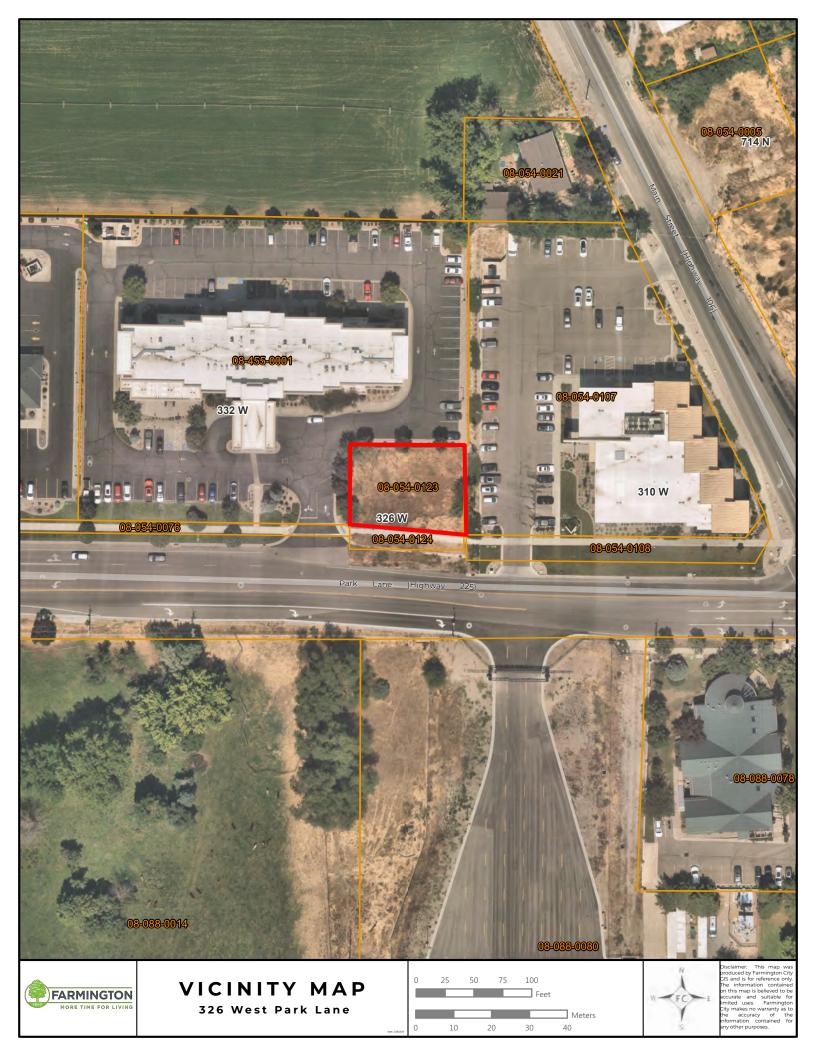
- 1. Vicinity map
- 2. Preliminary PUD Master Plan

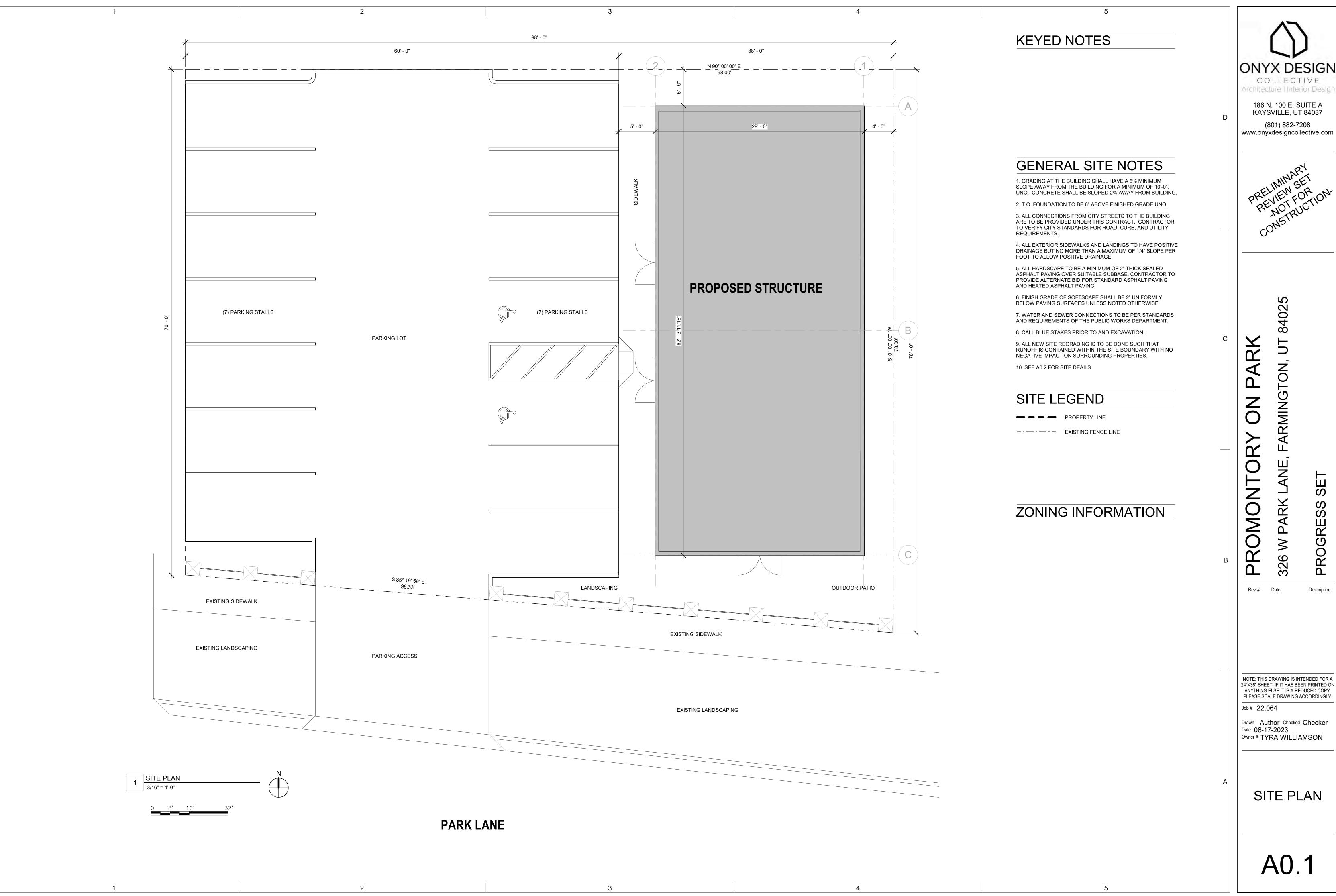
Site Layout

Elevations renderings

Preliminary landscape plan and concept

3. Proposed Development Agreement for PUD





ONYX DESIGN COLLECTIVE

> 186 N. 100 E. SUITE A KAYSVILLE, UT 84037

(801) 882-7208 www.onyxdesigncollective.com

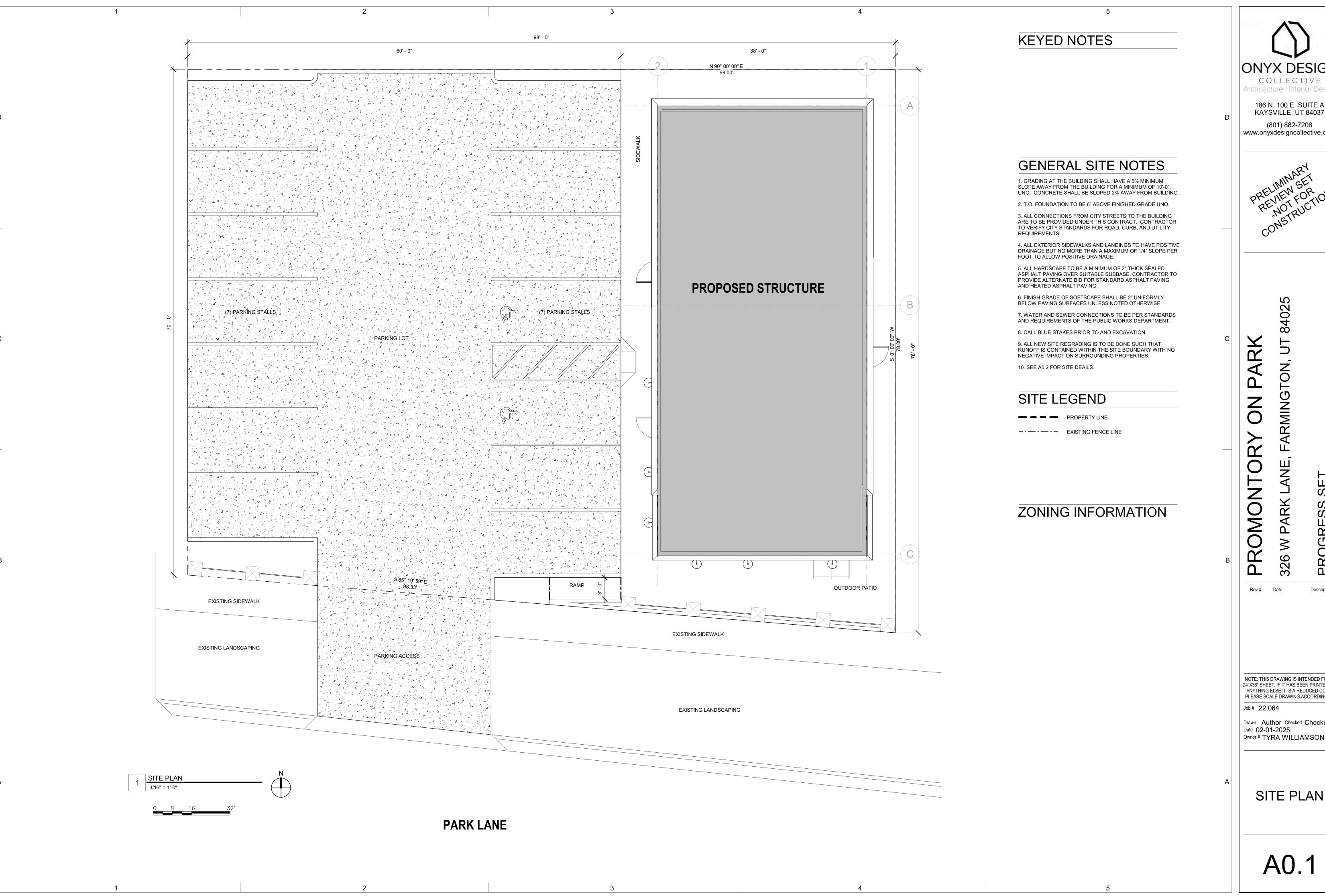
NOTE: THIS DRAWING IS INTENDED FOR A

Description

Job# 22.064

Drawn Author Checked Checker
Date 08-17-2023 Owner # TYRA WILLIAMSON

SITE PLAN



ONYX DESIGN

186 N. 100 E. SUITE A

(801) 882-7208 www.onyxdesigncollective.com

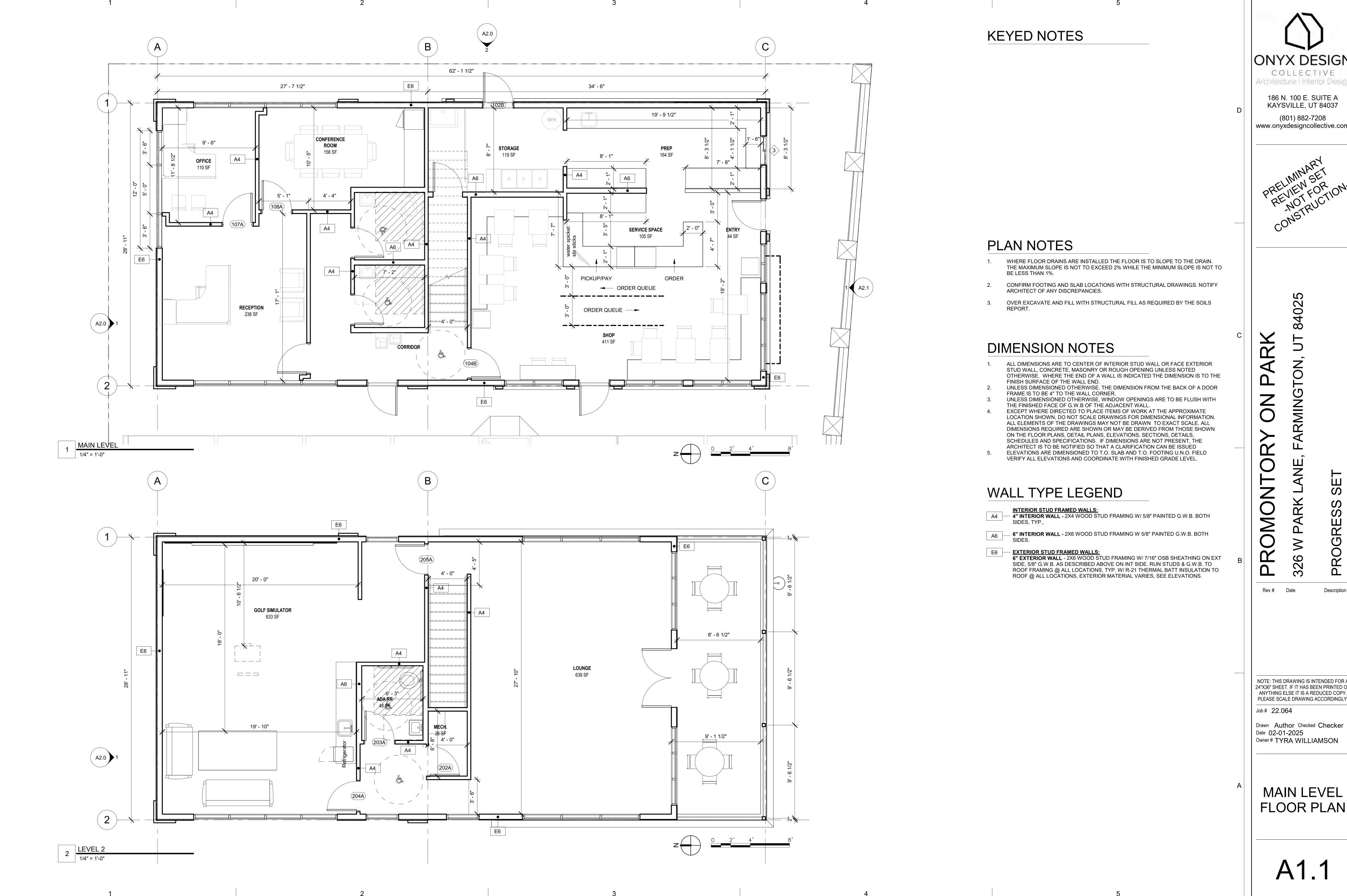
NOTE: THIS DRAWING IS INTENDED FOR A 24"X36" SHEET. IF IT HAS BEEN PRINTED ON ANYTHING ELSE IT IS A REDUCED COPY. PLEASE SCALE DRAWING ACCORDINGLY

Description

Job# 22.064

Drawn Author Checked Checker
Date 02-01-2025 Owner # TYRA WILLIAMSON

SITE PLAN



ONYX DESIGN COLLECTIVE

> 186 N. 100 E. SUITE A KAYSVILLE, UT 84037

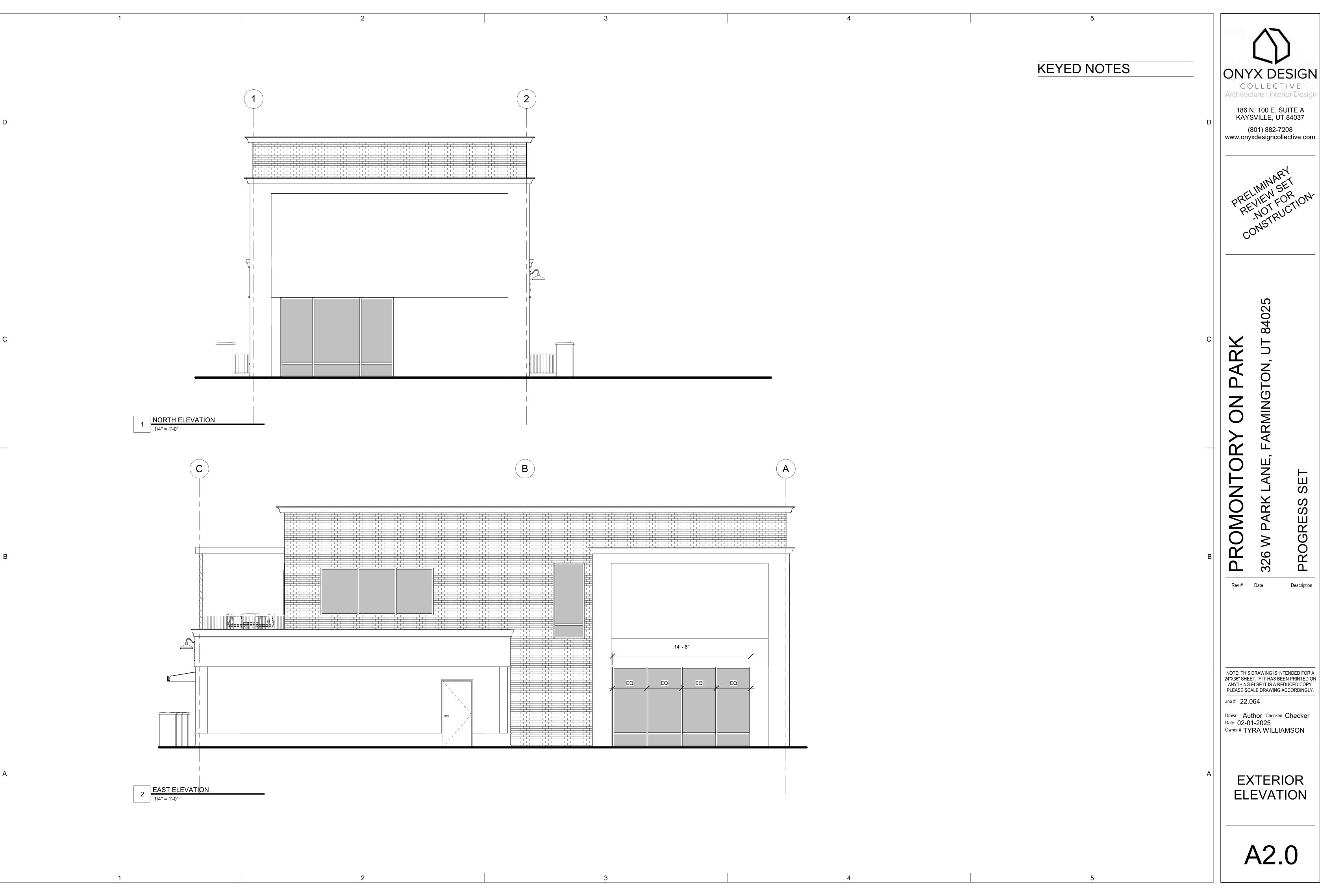
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Drawn Author Checked Checker
Date 02-01-2025 Owner # TYRA WILLIAMSON

MAIN LEVEL FLOOR PLAN



ONYX DESIGN

186 N. 100 E. SUITE A KAYSVILLE, UT 84037

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Drawn Author Checked Checker
Date 02-01-2025
Owner # TYRA WILLIAMSON

EXTERIOR ELEVATION



ONYX DESIGN COLLECTIVE

186 N. 100 E. SUITE A KAYSVILLE, UT 84037

Description

Drawn Author Checked Checker
Date 02-01-2025
Owner # TYRA WILLIAMSON

EXTERIOR ELEVATION



ONYX DESIGN COLLECTIVE

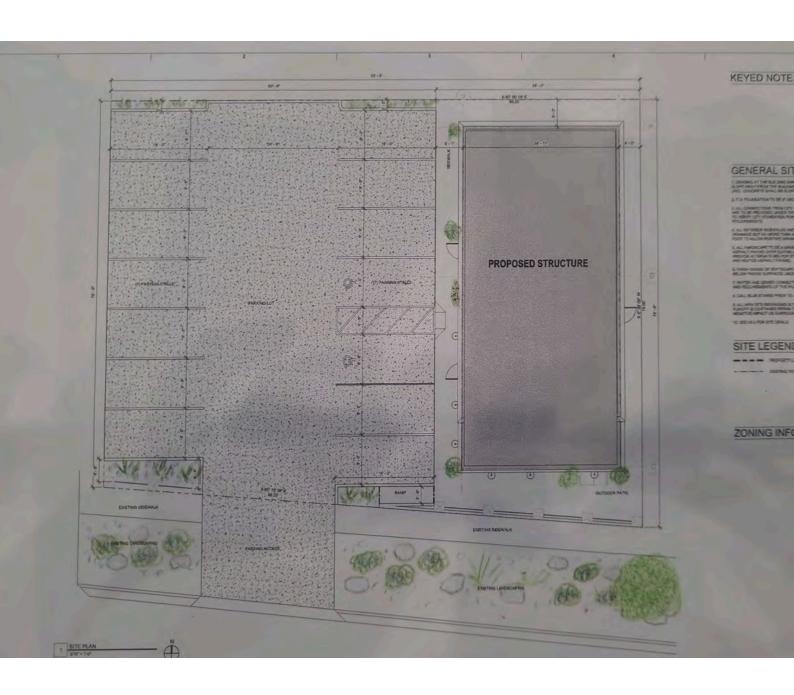
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Drawn Author Checked Checker
Date 02-01-2025
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PERSPECTIVES

A9.1

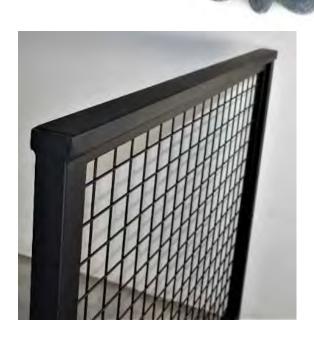
















When Recorded Mail to: Farmington City Attorney 160 S. Main Street Farmington, UT 84025

<u>DEVELOPMENT AGREEMENT</u> FOR THE PROMONTORY ON PARK PLANNED UNIT DEVELOPMENT

	THIS DEVI	ELOPMENT AGRI	EEMENT (the "	Agreement	") is made and	entered into as
of the	day of _		, 2025, by	and between	en FARMING	TON CITY, a
Utah n	nunicipal cor	poration, hereinafter	referred to as	the "City,"	and LIVELY	PROPERTY
DESIG	GN LLC, her	einafter referred to as	s "Developer."			

RECITALS:

- A. Developer owns Parcel 08-054-0123 located at 326 West Park Lane, which consists of 0.148 acres, located within the City, which property is more particularly described in **Exhibit** "A" attached hereto and by this reference made a part hereof (the "Property").
- B. Developer desires to develop a project on the Property to be known as the Promontory on Park (the "Project"). Developer has submitted an application to the City seeking approval of the PUD overlay zone in accordance with the City's Laws.
- C. The Property is presently zoned under the City's zoning ordinance as Commercial Mixed Use (CMU). 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. <u>Incorporation of Recitals</u>. The above Recitals are hereby incorporated into this Agreement.
- 2. <u>Property Affected by this Agreement</u>. The legal description of the Property contained within the Project boundaries to which the Agreement applies is attached as Exhibit A and incorporated by reference. Developer expressly agrees to the terms and conditions of this Agreement and acknowledges that this Agreement shall run with the land until its termination.
- 3. <u>Compliance with Current City Ordinances</u>. Unless specifically addressed in this Agreement, Developer agrees that any development of the Property shall be in compliance with city ordinances in existence on the date of execution of this Agreement. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances.
- 4. <u>Compliance with Plans.</u> Development shall be completed in substantial compliance with Project shown in Exhibit "B" including but not limited to details regarding:
 - a) Location of Buildings. Buildings which currently exist and are proposed to be built on the Property shall be placed in accordance with Exhibit B.
 - b) Compliance with Purchase Contract between Developer and City. Signed by the City on June 10, 2022. For more information see Agreement 2022-30.
- 5. <u>Alternative Development Standards</u>. Pursuant to Utah Code Ann. § 10-9a-532(2)(a)(iii), this Development Agreement contains terms that conflict with, or is different from, a standard set forth in the existing land use regulations that govern the Property. This Agreement, which has undergone the same procedures for enacting a land use regulation, overrides those conflicting standards as it relates to this Project, as follows:
 - a) Front Required Build-to Range: This approval overrides the minimum percent of building within the front required build-to range of 60% for collector roads. *See* Farmington Municipal Code § 11-19-060(B 2). The percentage may be reduced to as little as 25%.
 - b) Location of Parking. This approval overrides the minimum distance of 10 feet from parking area to sidewalk. *See* Farmington Municipal Code § 11-19-060(B 2). Parking areas may be up to 3 ft. from sidewalk.
 - c) Required Parking Counts. The approval allows for a parking reduction of 3 spaces. See Farmington Municipal Code § 11-32-040.
 - d) Setbacks/Height. The east side yard setback may be reduced to no less than 4 ft. allowing for a 25 ft. building in contrast to the standard requirement found in 11-19-060 B3

- 6. <u>Developer Obligations</u>. Developer agrees to the following provisions as a condition for being granted the zoning approval sought:
 - a) Technical Review. The Developer will meet all requirements of the City's DRC (Development Review Committee).
- 7. Payment of Fees. The Developer shall pay to the City all required fees in a timely manner. Fees shall be paid in those amounts which are applicable at the time of payment of all such fees, pursuant to and consistent with standard City procedures and requirements, adopted by City.
- **8.** Representatives of the City shall have the reasonable right of access to the Project and any portions thereof during the period of construction to inspect or observe the Project and any work thereon.
- 9. <u>Assignment</u>. The Developer shall not assign this Agreement or any rights or interests herein without prior written approval by the City, which shall not be unreasonably withheld and which is intended to assure the financial capability of the assignee. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.
- 10. <u>Legal Rights.</u> The Developer has had the opportunity to be represented by counsel and has had an opportunity to receive advice on this matter. The Developer agrees that any obligation entered into in this Development Agreement that may be construed as a restriction of the Developer's rights under clearly established state law, then its inclusion in this written agreement constitutes adequate disclosure under section 10-9a-532(2)(c)(i) of the Utah Code. The Developer agrees that it will not attempt to void any obligation identified in this Development Agreement under section 10-9a-532(2)(c)(ii), and agrees to waive any objection to a condition of this Development Agreement pursuant to that subsection of Utah law.
- 11. <u>Notices</u>. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Developer: Lively Property Design LLC

Attn: Tyra Williamson 791 South Rice Rd. Farmington, UT 84025

To the City: Farmington City

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

- 12. <u>Default and Limited Remedies</u>. In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within sixty (60) days after giving written notice of default, the non-defaulting party shall have the following rights and remedies available at law and in equity, including injunctive relief and specific performance, 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.
- 13. <u>Agreement to Run with the Land</u>. This Agreement shall be recorded against the Property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Project.
- 14. <u>Vested Rights</u>. The Parties intend that this Agreement be construed to grant the Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and in addition to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances. By electing to submit a development application under a new future ordinance, however, Developer shall not be deemed to have waived its right to submit or process other development applications under the City Code that applies as of the effective date of this Agreement.
- **15.** Amendment. The Parties or their successors in interest, may, by written agreement, choose to amend this Agreement at any time. The amendment of the Agreement relating to any substantial rights or obligations shall require the prior approval of the City Council.

16. <u>Termination.</u>

a) Notwithstanding anything in this Agreement to the contrary, it is agreed by the Parties that if the Project is not completed within five (5) years from the date of this Agreement or if Developer does not comply with the City's laws and the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and to not approve any additional phases for the Project. Such termination may be effected by the City giving written notice of intent to terminate to the Developer. Whereupon, the Developer

shall have sixty (60) days during which the Developer shall be given the opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. If Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

- b) Upon the completion of all contemplated buildings and improvements identified in this Agreement, including all applicable warranty periods for publicly dedicated infrastructure, and completion of all provisions of Sections 3, 0, and 6.c) of this Agreement, the terms of this Agreement shall terminate upon thirty days' written notice to either Party. The non-noticing Party shall, within thirty days of receipt of the notice, provide to the noticing Party its written objection and identify the remaining construction or obligation which has not been fulfilled. Objections to termination under this subsection must be asserted in good faith.
- 17. <u>Attorneys' Fees.</u> In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorneys fee.
- 18. Entire Agreement. This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property and/or the Project, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Project, including any related conditions.
- 19. <u>Headings</u>. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- **20.** 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.
- **21.** Referendum or Challenge. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including zone changes and the approval of associated development agreements. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge is successful. In such case, this Agreement is void at inception.
- **22.** Ethical Standards. The Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any

person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.

- 23. <u>No Officer or Employee Interest</u>. It is understood and agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.
- **24.** <u>Binding Effect.</u> This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.
- **25. Integration.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.
- **26.** No Third-Party Rights. The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.
- **27.** Recordation. This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.
- **28.** Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.
- **29.** <u>Severability</u>. If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 30. Governing Law & Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second District Court of the State of Utah, Farmington Division.

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

		"DEVELOPER"
		Tyra Williamson
		Brock Williamson
STATE OF UTAH COUNTY OF) : ss.	
On this day of	I. May, who be	, 2025, personally appeared before me, ing by me duly sworn, did say that the
		Notary Public

FARMINGTON CITY

	Ву
	Brett Anderson, Mayor
Attest:	
DeAnn Carlile	
City Recorder	
STATE OF UTAH)	
COUNTY OF DAVIS :	SS.
	, 2025, personally appeared before me, me duly sworn, did say that he is the Mayor of Farmington tion, and that the foregoing instrument was signed on sees therein stated.
	Notary Public
Approved as to Form:	
Paul H. Roberts City Attorney	

EXHIBIT "A"

PROPERTY DESCRIPTION

Davis County Parcel ID #08-054-0123

BEG ON N SIDE OF BURKE LANE AT PT 22.04 CHAINS N, 736.65 FT W FR SE COR OF SEC 13-T3N-R1W, SLM; TH N 5.50 RODS; TH W 6 RODS; TH S 5.50 RODS; TH E 6 RODS TO BEG. CONT. 0.19 ACRES LESS & EXCEPT THAT PPTY CONV IN QC DEED RECORDED 03/28/2022 AS E# 3466239 BK 7975 PG 1330 DESC AS FOLLOWS: A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING STATE ROUTE 225 (PARK LANE), BEING PART OF AN ENTIRE TRACT OF PPTY SIT IN THE NE 1/4 SE 1/4 OF SEC 13-T3N-R1W, SLB&M. THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG AT THE SE COR OF SD ENTIRE TRACT WH COR IS 1458.55 FT N 00^02'49" E (22.04 CHAINS N BY RECORD) ALG THE E LINE OF SD SEC 13 & 727.61 FT (736.65 FT BY RECORD) W FR THE SE COR OF SD SEC 13; & RUN TH W 102.59 FT (6 RODS BY RECORD) ALG THE S'LY BNDRY LINE OF SD ENTIRE TRACT TO THE SW COR OF SD ENTIRE TRACT; TH N 00^15'42" E (N BY RECORD) 22.08 FT ALG THE W'LY BNDRY LINE OF SD ENTIRE TRACT TO A PT 65.00 FT PERP'LY DISTANT N'LY FR THE CONTROL LINE OF SD STATE ROUTE 225 (PARK LANE); TH S 85^12'25" E 102.86 FT TO THE E'LY BNDRY LINE OF SD ENTIRE TRACT; TH S 00^02'49" W (S BY RECORD) 13.49 FT ALG SD E'LY BNDRY LINE TO THE POB. CONT. 0.042 ACRES

TOTAL ACREAGE 0.148 ACRES

EXHIBIT "B"

Preliminary PUD Master Plan



Farmington City Planning Commission Staff Report March 6, 2025

Item 4: Additional text and amendments to Section Chapter 11-27, Planned Unit Developments.

Public Hearing: Yes Application No.: ZT-4-25

Applicant: Farmington City

Request: Minor changes to Chapter 11-27 to clarify the review process for Planned Unit Developments.

Background

In 2023 the city updated several sections of ordinance addressing the subdivision process, establishing an administrative hearing officer, and clarifying who has land use authority over certain actions. Recently staff has identified a conflict with that update in the Planned Unit Development process that it is looking to correct. The proposed Zone Text Amendment clarifies that the City Council is the Land Use Authority over a Preliminary PUD Master Plan and that their review process follows all other rezone type applications where legislative authority is used.

Other than minor language cleanup to more accurately follow the application process used by the city, the amendment also looks to clarify who reviews CCRs and what the city's is looking for within those covenants. As the city is not a party to private associations or CCRs for neighborhoods and developments, many of the elements of CCRs are not germane to the city's review process as they can be modified or changed at any time by the applicable association or group of owners. The intent is to indicate that when there is an area to be owned in common that the city will simply look to ensure that an entity is being established which will have responsibility for that property.

Suggested Motion

Move the Planning Commission recommend that the City Council enact the enclosed ordinance to remove amending portions of Chapter 11-27.

Finding:

- 1. As proposed, the amended ordinance will clarify discrepancies with existing ordinance and process.
- 2. The proposed changes simplify and focus the purpose of the review of CCRs on items relevant to the interest of Farmington City.

FARMINGTON CITY, UTAH

ORDINA	NCE	NO.	

AN ORDINANCE AMENDING CHAPTER 11-27, PLANNED UNIT DEVELOPMENT, OF TITLE 11, ZONING REGULATIONS TO CLARIFY THE REVIEW PROCESS FOR A PUD.

WHEREAS, Farmington City has previously established a process for review of land use items which require legislative consideration; and

WHEREAS, in order to create consistency and clarity in the city's ordinances; and

WHEREAS, the focus requirements on elements that the city has control over and not items related to owners' associations; and

WHEREAS, the Farmington City Council has caused all required public notices to be given, and has held all appropriate public hearing regarding such zone text amendment;

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

- **Section 1.** Amendment. Certain sections of Chapter 11-27 of the Farmington City Zoning Ordinance are amended to as set forth in Exhibit "A" attached hereto and by the reference made a part hereof.
- **Section 2. Severability.** If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.
- **Section 3. Effective Date.** This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 18th day of March, 2025.

FARMINGTON CITY

	Brett Anderson, Mayor Pro Tem
ATTEST:	

11-27-080: CITY COUNCIL ACTION ON PRELIMINARY PUD MASTER PLAN:

The City Council shall review and take action on the application for a planned unit development designation to be added as a suffix to an underlying zone in accordance with chapter 6 of this title. The City Council shall also review and take action on the preliminary PUD Master Plan at a public hearing in accordance with chapter 6 of this title.

11-27-090: FINAL PUD MASTER PLAN:

A. Submittal: Following the public hearing on a preliminary PUD Master Plan and prior to designation of a planned unit development, in combination with an underlying zone, seven (7) copies, and one electronic copy, of the final PUD Master Plan shall be submitted to the City Planner. Any failure to submit a final PUD Master Plan on the proposed planned unit development or any portion thereof within one year of the approval of the planned unit development designation and the preliminary PUD Master Plan shall terminate all proceedings and render the proposed planned unit development null and void.

11-27-150: COVENANTS AND RESTRICTIONS:

The applicant for any planned unit development which is being developed as a condominium project under the provisions of the Condominium Ownership Act of Utah, or subsequent amendments thereto, shall, prior to the conveyance of any unit, submit to the City Planner a declaration of covenants, conditions and restrictions relating to the project, which shall become part of the final PUD Master Plan and shall be recorded to run with the land. Said covenants, conditions and restrictions shall include management policies which shall set forth the quality of maintenance that will be performed and who is to be responsible for said maintenance within said condominium development. Said document shall, as a minimum, contain the following:

- A. Association, Corporation: The establishment of a private association or corporation responsible for all maintenance, which shall levy the cost thereof as an assessment to each unit owner within the condominium development.
- B. Management Committee: The establishment of a Management Committee, with provisions setting forth the number of persons constituting the committee, the method of selection, and the powers and duties of said committee; and including the person, partnership or corporation with property management expertise and experience who shall be designated to manage the maintenance of the common areas and facilities in an efficient and quality manner.
- C. Meetings: The method of calling a meeting of the members of the corporation or association, with the members thereof that will constitute a quorum authorized to transact business.
- D. Collection Of Expenses: The manner of collection from unit owners for their share of common expenses, and the method of assessment.
- E. Voting: Provisions as to percentage of votes by unit owners which shall be necessary to determine whether to rebuild, repair and restore or sell property in the event of damage or destruction of all or part of the project.
- -F. Amendments: The method and procedure by which the declaration may be amended.

FARMINGTON CITY PLANNING COMMISSION

February 20, 2025

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

Assistant Community Development Director/City Planner **Lyle Gibson** asked if there was another Commissioner who would like to join the General Plan Steering Committee to give direction to the City's consultant. Chair **Frank Adams** and former Commissioner **John David Mortensen** had previously been serving in this capacity. Since **Mortensen** is no longer a Commissioner, it creates an opening. Open houses will be held on March 4, 13, 25 and 27, 2025.

Regarding Agenda Item #1, special exception for additional driveway width, if applicants want more than a 30-foot-wide drive or combination of drives, they have to ask the Planning Commission for a special exception. They are looking for roughly 5 extra feet. The standards the Commission should consider include causing harm to other properties in the area, storm water management, hardships being imposed, appropriate property size, and traffic hazards. There have been some concerns voiced by neighbors, which Commissioners will likely hear tonight during the public hearing.

For Agenda Item #2 adaptive reuse to locate an office in a historic residential building, Community Development Director **David Petersen** said the home does qualify for the National Register of Historic Places. They need nine parking spaces per ordinance, and he has 13 parking spaces on site. The office is for a counselor/therapist, and the applicant is still unsure what the demand will be. Staff would like to save the old oak tree, if possible. The aspens could be preserved or replaced. A landscape plan has not be submitted yet. The possibility to widen curb cuts is good. **Adams** would like to remove the 15-year termination clause completely. He would like a landscaping plan submitted along with the agreement.

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

Chair Frank Adams opened the meeting at 7:00 pm.

SPECIAL EXCEPTION APPLICATIONS – public hearings (items 1 & 2)

Item #1: Richard Baggett – Applicant is requesting special exception for additional driveway width for access to a rear yard and/or access for more than three (3) properly designated parking spaces, for the property located at 217 S Glen Ave., in the LR (Large residential) zone. [M-1-24]

Planning Director **Lyle Gibson** presented this item. The applicant is looking to create a second drive access and driveway on the south side of the property's lot frontage along 25 West Street. The existing driveway on the north leads to parking. Farmington City Municipal Code (FMC) 11-32-060 regulates how residential driveways as follows:

11-32-060 A

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

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

- 2. Not more than one driveway for each separate street frontage shall be permitted on lots occupied by a one-family or two-family dwelling, except under the following circumstances:
- a. On lots with at least the minimum width required in the zone, one additional driveway may be permitted providing that the sum of the width of both driveways does not exceed the maximum widths specified in subsection A1 of this section:

The property is located within the Large Residential (LR) zoning district, which per FMC 11-11-050 requires a lot width of 95 feet for corner lots. The property meets and exceeds this width based on the property plat with approximately 125 feet qualifying it for consideration of a second driveway so long as the sum of both driveways does not exceed the allowed width.

The applicant approached the City months ago to understand if a second driveway was possible and then pursued an excavation permit in order to install the second driveway and create a new curb cut or approach as required by the City.

Based on their understanding of the regulations, Staff reviewed and approved a plan showing a new 10 foot driveway in addition to an existing driveway understood to be 20 feet in width. An excavation permit was issued by the City, but prior to construction of the driveway or cutting the curb, an appeal was filed, which halted the project. The appeal was on the grounds that the proposal was not in compliance with the City's ordinances and that City Staff did not have the authority to approve the request.

Farmington City contracts with an outside attorney who fills the role of the Administrative Hearing Officer, which functions as the City's Appeal Authority for land use decisions. After holding a hearing and considering the details and process for the initial approval, the Hearing Officer concluded that the initial approval was in fact done in error. In summation, the Hearing Officer decided that there was not enough conclusive information to indicate whether the application actually met City Code, a primary point being that the maximum allowed driveway width is 30 feet as measured at the property line. If this driveway is wider than that, it requires that the Planning Commission consider the request as a Special Exception.

In consideration of the concerns expressed by the appellant and following the decision of the Hearing Officer, the applicant has submitted plans with additional details to clarify the requested driveway width and to further detail the design of the driveway, demonstrating how the potential impact from storm water is to be managed.

The dedicated street width on 25 West is 60 feet according to the Meadowbrook Plat "B" Subdivision. Using this information, the property line is indicated partway through the sidewalk. On one side of the sidewalk, the driveway is just under 20 feet in width, where on the side of the sidewalk closest to the house, the existing driveway is nearly 24 feet 10 inches in width. While it has been the practice of Staff to review the width of a drive where the approach meets the sidewalk, the ordinance indicates that is to be measured "at the front or side corner property line." The actual width of the driveway in this case is somewhat unknown, being that it is under the sidewalk. However, in the spirit of the requirements, it seems appropriate that the Planning Commission determine through the Special Exception process if the new driveway can be allowed.

If the existing driveway is determined to be 24 feet 10 inches in width, then the additional driveway proposed at 10 feet in width would make for a total of 34 feet 10 inches. The proposed new driveway would lead to a parking pad (properly designated parking space) on the south side of the home.

Concerns for storm water impacting the side yard and possibly the home on the adjacent lot have been considered under the driveway design. The applicant's plans have been reviewed by Staff and found to be able to mitigate any risks to adjacent property owners.

In considering the Special Exception, FMC 11-3-045 E identifies the standards of review:

11-3-045 E. Approval Standards: The following standards shall apply to the approval of a special exception:

- 1. Conditions may be imposed as necessary to prevent or minimize adverse effects upon other property or improvements in the vicinity of the special exception, upon the City as a whole, or upon public facilities and services. These conditions may include, but are not limited to, conditions concerning use, construction, character, location, landscaping, screening, parking and other matters relating to the purposes and objectives of this title. Such conditions shall be expressly set forth in the motion authorizing the special exception.
- 2. The Planning Commission shall not authorize a special exception unless the evidence presented establishes the proposed special exception:
- a. Will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;
 - b. Will not create unreasonable traffic hazards;
 - c. Is located on a lot or parcel of sufficient size to accommodate the special exception.

The Staff finds there is sufficient size, and there are no detrimental impacts to traffic. Due to concerns regarding new impervious service for storm water, the applicant has agreed to install a drainage system to move water away from adjacent property owners. Staff recommends approval of the special exception.

Gibson said driveways must be 6 feet off the property line unless the zoning administrator permits otherwise. Staff can reduce it to as little as 0 feet. It is common to have driveways and parking pads right on the property line. Standards are not outlined in the code as to when to allow things right up to the property line.

Applicant **Richard Baggett** said he wanted to do what more than half the people in his neighborhood had already done. After getting a permit from the City and hiring a contractor, he got notification that it had been appealed. He wants to do this legally and correctly. He does not want to be discriminated against. He said there are around four second driveways in the neighborhood already. When he bought the house 17 years ago, he did so with the intention to have a secondary basement apartment for elderly parents. He would like a secondary driveway to that Internal Accessory Dwelling Unit, which is why he took out a home equity line of credit last year. His father passed away over a year ago, and they would like to have his mother move in with him. From November to February, his children park on the north side. There are no more than five cars out front.

Chair **Frank Adams** opened the public hearing at 7:15 pm.

Ethan Smith, an attorney representing **Scott and Lisa Cleghorn**, noted a disservice was done when the Staff Report was provided as 11-3-045 A. 5. was not referenced. This is not allowed under the regular zoning, and requires a special exception. Farmington has an extensive storm water plan, yet there is no information in the packet about how the applicant plans to handle storm water, including required engineering plans. The site plan and plat don't correspond. Code requires site plans to have all locations, property lines, and easements. However, there is no certainty as to where

the property line is, and the City admits to it being a "mystery." Thus, the applicant submitted an incomplete site plan and application. The City needs to follow its own ordinances.

Gibson said Staff does know where the property line is—middle of sidewalk. The question is which side of the sidewalk to use in measurements. On one side, it would require a special exception while on the other side, it wouldn't.

Adams said if the City attempted to determine the property line, and then identified a line to use for measurements, that would not be arbitrary and capricious. **Smith** said that if the City had done this, it would be included in the Staff Report. **Adams** said evidence includes more than just the Staff Report, and this meeting would be part of the record.

Curtis Newsom, who lives two blocks from the **Cleghorns**, is a general contractor in the landscaping business for 20 years. He has visited and is familiar with the property. He has several concerns with the current plan, specifically regarding water management and drainage. The proposed 3% slope already directs water to the **Cleghorn**'s home. Water run off needs careful management. The grass helped disperse run off, and will now be replaced by significant concrete. A licensed civil engineer should be overseeing the calculations and mitigation measures. He questioned the French drain design submitted. He said the whole pad should be raised higher than the City sidewalk, and it should be level north to south. He has never seen two driveways on a property. The rain gutters, which take on 50% of the water on both corners of the home, should diver water to the front of the property rather than the back, where there are problems. It may need to be sump pumped out to the road in order not to flood the **Cleghorns**.

Tyler Jones, a professional plumber, has installed two sump pumps on this street. One is directly across the street. In the spring and summer, those pumps don't keep up with the water. He is also concerned that the neighbors behind the applicant may be flooded. He has lived in Farmington for 10 years, and his in laws live across the street from the applicant. There is not a sump pump big enough to do what needs to be done here.

Adams said he and Commissioner **Behunin** live on the same street and are familiar with sump pumps being used in the area.

Todd Smith has lived across the street (west) from the applicant for over 30 years and is Jones's father-in-law. Both parties are good friends of his, so it is a sensitive topic. There wasn't any notification prior to the beginning of the driveway installation. He deals with groundwater and storm water. He has a sump pump under his house, and it goes off even in the dry months. In the spring, it moves water almost every 30 seconds. There may be different options to look at in order to have enough room to park cars. He is concerned about power and natural gas meters near the driveway. He is also worried that the new driveway would flood the **Cleghorns**.

Leslie Mansell lives west of the **Cleghorns** and noted that her home is about one foot higher than her neighbor to the south. They put in a gravel RV pad instead of a cement pad. There is a real possibility that the proposed driveway would affect other residents.

Lisa Cleghorn, the applicant's direct south neighbor, has lived in her home for 21 years. She said it's been concerning that City Staff and the **Baggetts** have been unconcerned about the potential flooding of her property. The area between the two homes is small. The **Baggetts** home is on a hill above her home, and their yard slopes to hers. She has had many neighbors who have dealt with flooding issues for years, which highlights the severity of the water issues in the area that could affect home values. She drove around 15 neighborhoods in Farmington, including West Farmington, and not one home had a driveway on both sides. Thirty-nine people signed a petition to express their concern. It is in the neighborhood's best interest not to approve this special exception.

Scott Cleghorn, neighbor/husband to **Lisa**, said they invested in landscaping and remodeling their home instead of moving. They have observed no other homes with a driveway on both sides. He thought it was a development standard that every home has one driveway, and many vary in width. There is 20 feet wall-to-wall between the two properties, and he hopes green space between the two is a consideration. A second driveway does not belong and was not in the design plans. Meadowbrook was well planned with driveways all on one side. He feels this will affect the value of his home, and as such is detrimental.

Applicant **Richard Baggett** wanted to address the public comments. He noted that in the first month of living there over 17 years ago, it was brought up that they intended to put the driveway in. In April of 2024, he took a home equity loan out to put in a driveway. He said the homes are 25 feet apart, not 20 feet. His understanding is that the City issued him an excavation permit for the driveway approach, without any slope or retaining wall needed. This is about wheelchair access for his mother and possibly himself in the future. He said he is aware of the water situations and he does have a sump pump. He said his neighbors illegally watered their yard every day during a drought. The plan did not show the perforation and its lining on the 4 inch pipe, but it was intended to. **Baggett** then drew on the screen regarding some of the homes that have two driveways that exceed 30 feet. He doesn't appreciate others telling him what he can and can't do on his property, and what he can and can't have on his driveway.

Adams said in this case, the City issued the permit without bringing it to the Planning Commission, which was the reason for the appeal. The hearing officer decided it should have been brought before the Commission. The permit that was issued has now been revoked, so the applicant is now back in order to try to get a new permit. No one is suing **Baggett**, who said if everyone is concerned with concrete, he could save \$18,000 and put in gravel instead. That way there wouldn't be any ground or storm water issues.

Tyler Turner asked about the Staff who looks at this. **Gibson** noted that the City does have civil engineers and storm water managers on Staff who could likely come talk at a future meeting. The plan before the Commission today is not designed or stamped by a civil engineer, although the City engineer and storm water manager has taken a look at this application. It is their opinion that the amount of impervious area is insignificant. This application has undergone a lot more scrutiny than most driveways ever will.

Commissioner **Scott Behunin** said he is taking the neighbors into consideration. There is a solution to be had.

Commissioner **Joey Hansen** noted the difference in provs con, and said there could be more due diligence. He wants to ensure that everyone can come together and get a good, viable, and reasonable plan. He said it's saddening to see neighbors with differences in such a friendly city. There are water issues that need to be taken seriously.

Lisa Cleghorn said that that **Brent Bishop** is her cousin, and he does not have a second driveway. There are no other second driveways in the area, just driveways with wider widths.

Ethan Smith spoke once more, referring to the standards the Commission should consider when deciding on special exceptions. The evidence presented to the Commission should show the request is not detrimental, and this burden is not on the surrounding neighborhood.

Chair Frank Adams closed the public hearing at 8:31 pm.

Frank Adams said there ought to be a solution, as there rarely are situations where a compromise can't be reached. **Gibson** said on this item, the Commission is the final decision-maker for special exceptions. He said the Commission can approve the application, deny the application, or table the application. If it is tabled, there will be a record so that counsel for the appellants can file a brief with the Commission with all his citations and arguments so the Commission

can review them ahead of time. The Commission may decide whether it is necessary to have more detailed engineering information. The **Baggetts** will then have the opportunity to respond and make any changes to the application that they desire. The City can decide if they want stamped reports submitted.

Adams said he wanted to make sure everyone had the opportunity to be heard. **Smith** said he would need 14 days to prepare his information for the Commission. **Adams** said the **Baggetts** should have 14 days after that to respond. Gibson said City Staff could also respond in the same 14-day time period. A 10-day cooling off period could help the parties come to an agreement. **Adams** said storm water and drainage are his primary concerns, not the lot lines. **Smith** said the City Attorney should review this issue.

MOTION

Tyler Turner made a motion that the Planning Commission **table** the special exception for further discussion at a later time. The parties will have 10 days to mediate or talk with the City Attorney. After that, if no resolution is reached, then 14 days later, the Cleghorns as appellant will file a brief setting forth all of their legal and factual positions upon which they base their opposition. The City and the Baggetts will have an additional 14 days after that brief is filed to respond. The City will then set the matter on a public meeting agenda. The public hearing on this matter has been closed.

Spencer Klein seconded the motion, which was unanimous.

Chair Frank Adams	X Aye	Nay
Vice Chair Tyler Turner	X Aye	Nay
Commissioner Joey Hansen	X Aye	Nay
Commissioner Spencer Klein	X Aye	Nay
Commissioner George Kalakis	X Aye	Nay
Commissioner Scott Behunin	X Aye	Nay

Item #2: Thomas, Leigh Anne, and Rebecca Lyndee Gubler – Applicant is requesting a consideration a Special Exception for an adaptive reuse of a building that is eligible for the National Register of Historic places located at 135 South 200 East. The request is to allow an office use in the existing residential building. [note: this public hearing was left open on PC 01.09.2025]. [M-6-24]

Community Development Director **David Petersen** presented this item. The applicant is exploring whether or not to purchase a single-family dwelling to establish an office use in part of the home, and possibly convert the entire structure as an office in the future. The parcel is zoned Original Townsite Residential (OTR), and "office" is not an allowed use in this zone. However, the dwelling is an historic building, which structure is eligible for the National Register of Historic Places. When such is the case anywhere in Farmington, one may apply for a special exception to change a residence into office space as an "adaptive reuse" so long as the adaptive reuse does not compromise such eligibility (see Section 11-3-045 A. of the Zoning Ordinance).

Petersen said it is fortunate that the Utah Department of Transportation (UDOT) allowed the curb cuts that it did. Previous plans called for a circular driveway. However, it was discovered that there is room for stalls and aisles that meet City standards. The Development Agreement details that they get the office use if they maintain the historic eligibility of the home. If they don't preserve the eligibility status of the home, then they don't have the right to have an office there.

Section 11-2-020 of the Zoning Ordinance defines an "Adaptive Reuse" in part as follows: "Rehabilitation or renovation of existing building(s) or structure(s) limited to residential and/or office use(s) other than the present use(s);"

In considering a Special Exception, Section 11-3-045 E of the Zoning Ordinance identifies the standards of review as follows:

- Conditions may be imposed as necessary to prevent or minimize adverse effects upon other property or
 improvements in the vicinity of the special exception, upon the City as a whole, or upon public facilities and
 services. These conditions may include, but are not limited to, conditions concerning use, construction,
 character, location, landscaping, screening, parking and other matters relating to the purposes and objectives
 of this title. Such conditions shall be expressly set forth in the motion authorizing the special exception.
- 2. The Planning Commission shall not authorize a special exception unless the evidence presented establishes the proposed special exception:
 - a. Will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;
 - b. Will not create unreasonable traffic hazards;
 - c. Is located on a lot or parcel of sufficient size to accommodate the special exception.

The minimum parking requirement in Chapter 32 of the Zoning ordinance for office uses is three spaces per 1,000 square feet of floor area. If the entire 3,000 square feet (as per Davis County Tax Assessor records) is changed to an office use, the ordinance requires nine parking spaces. The applicant is providing at least 12 spaces. However, initially an office use is only contemplated for the main level of the single-story building (or approx. 1,500 square feet) and the basement will continue as a dwelling. As per this scenario, only seven parking spaces are required (five for the office and two for the residents).

On January 9, 2025, after holding a public hearing, the Planning Commission tabled the Gubler request to allow time for the applicant and/or Staff to do the following:

- 1. Draft a development agreement between the City and the applicant for Commission input to ensure, among other things, the building's continued eligibility for the National Register now and in the future.
- 2. Prepare two concepts:
 - a. One plan to show part of the building as office, and the remainder as residential (one dwelling unit); and
 - b. The other plan to show all of the building as office.
- 3. Each plan must meet City standards including a "to scale" drawing, parking, ingress and egress details to the site, conceptual landscape plan, etc.

[Note: in preparation for this Commission meeting, with the recommendation of City Staff, the applicant prepared one concept plan.]

Applicant **Nathan Gubler** is asking if this new plan sufficiently satisfies the asks from last time. He said that starting small is best for them right now. **Adams** stated that a few typos would be amended in the Development Agreement. He would like a landscaping plan in the DA. He would like the 15-year termination clause removed from the agreement, as it would run with the land. Paragraph 12 would be amended to mention homeowner rather than Homeowner's Agreement. The applicant approves of those amendments.

Chair Frank Adams opened and closed the public hearing at 8:56 due to no comments received.

MOTION

Tyler Turner made a motion that the Planning Commission approve the special exception for the proposed adaptive reuse subject to all Farmington City development standards and ordinances and subject to the <u>following 1-6</u>:

- 1. The City Council must approve the development agreement (enclosed in the Staff Report); and
- 2. City Staff shall review and approve a final site plan for the property, including members of the City's DRC (Development Review Committee) where applicable.
- 3. The applicant shall
 - a. Save existing significant trees along the street frontage (or replace these trees with species acceptable to City Staff); and
 - b. Remove a parking space on the south side of the property to preserve and existing maple tree unless the owner:
 - i. Shows to City Staff that the parking space is needed; or
 - ii. Demonstrates that due to age or disease the life of the maple tree is threatened. In the event "i" and/or "ii" occur, the owner will provide another tree in the front yard area of the lot, both species and location acceptable to Staff.
- 4. The applicant may expand the office use to the basement in the future.
- 5. The applicant is encouraged not to create additional parking on the south of the property above what is already existing until such parking is needed.
- 6. Section 12 of the agreement the be changed to be titled "Owner's Association." Remove #20 (termination agreement) completely. And a landscaping conceptual site plan showing what landscaping will do for the business.

Findings 1-6:

- 1. The adaptive re-use and development agreement preserves a building which is an historic resource eligible for the National Register of Historic Places. This creates "within the community a healthy, attractive, and pleasant living environment for its residents. This goal is the most significant element underlying the General Plan" (p. 4-2), and the re-use and agreement help preserve the communities "historic heritage"—another principle goal of the General Plan (p. 4-2).
- 2. It provides an office use which will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;
- 3. The site is located on a State Route (SR-106), and if necessary curb cut modifications are approved by UDOT, vehicles leaving the site will enter traffic moving forward and not backward and will not create unreasonable traffic hazards.
- 4. The .53-acre site is of sufficient size to accommodate the use allowed by the special exception.
- 5. The conditions of approval provide for the preservation of significant trees in the front yard.
- 6. The Planning Commission has the ability to approve less space than required as per Section 11-32-030 H of the Zoning Ordinance, which states:

Spencer Klein seconded the motion, which was unanimous.

Chair Frank Adams	X AyeNay
Vice Chair Tyler Turner	X AyeNay
Commissioner Joey Hansen	X AyeNay
Commissioner Spencer Klein	X AyeNay
Commissioner George Kalakis	X AyeNay
Commissioner Scott Behunin	X AyeNay

OTHER BUSINESS

<u>Item #3: City Council Reports, Approval of Minutes, Upcoming Items & Trainings</u>

- a. City Council Report from February 18, 2025 The Council made some budget amendments and Scott Behunin was appointed to a full-time member to replace Samuel Barlow, who had to resign due to some personal life changes/scheduling conflicts. The Council also approved the zone text amendment for demolition by neglect.
- **b.** Planning Commission Minutes Approval from February 06, 2025 Hansen motioned to approve; Kalakis seconded.
- c. Other Adams reminded that they need another member or two for the General Plan Committee.

ADJOURNMENT

Spencer Klein motioned to adjourn at 9:00 PM.	
Chair Frank Adams	X AyeNay
Vice Chair Tyler Turner	X AyeNay
Commissioner Joey Hansen	X AyeNay
Commissioner Spencer Klein	X AyeNay
Commissioner George Kalakis	X AyeNay
Commissioner Scott Behunin	X AyeNay
Frank Adams, Chair	