



**FARMINGTON CITY
PLANNING COMMISSION**

June 5, 2025



FARMINGTON

MORE TIME FOR LIVING

PLANNING COMMISSION MEETING NOTICE AND AGENDA Thursday June 05, 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 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.

SPECIAL EXCEPTION APPLICATION – *public hearing*

1. Michael Criddle – Applicant is requesting a special exception to allow an additional three (3) feet of building height to a proposed accessory building, at 147 Comanche Rd., in the AE (Agricultural Estates) zone.

SUBDIVISION APPLICATION – *no public hearing*

2. Joey Green – Applicant is requesting recommendation for Schematic Plat and Preliminary Planned Unit Development (PUD) for the proposed Frodsham Farms Subdivision, at 230 E 1700 S & 1600 S 200 E. **these items were previously tabled on March 20, 2025.*
3. Paul Hirst (& Myriel Lyon) – Applicant is requesting approval for the Preliminary Subdivision Plat and Final PUD Master Plan for the Lyon Meadows PUD consisting of 16 lots on 5.7 acres of property at 1502 North Frontage Road. (S-9-24)

ZONE TEXT AMENDMENTS – *public hearing*

4. Farmington City – Applicant is requesting a recommendation for changes to multiple sections of Title 11, Planning and Zoning, to clarify that preservation of an historic resource may be used as an incentive for alternate lot standards and to bring the city's ordinances into compliance with State law which requires moderate income housing to be incentivized and voluntary. (ZT-10-25)

OTHER BUSINESS

5. City Council Reports, Approval of Minutes, Upcoming Items & Trainings.
 - a. Planning Commission Minutes Approval: 05.22.2025
 - b. City Council Report: 06.03.2025
 - c. Other

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

*CERTIFICATE OF POSTING I hereby certify that the above notice and agenda were posted at Farmington City Hall, the State Public Notice website, the city website www.farmington.utah.gov, the Utah Public Notice website at www.utah.gov/pmn on May 30, 2025.
Carly Rowe, Planning Secretary*



Farmington City Planning Commission Staff Report June 5, 2025

Item 1: Special Exception – Criddle ADU Building Height

Public Hearing:	Yes
Application No.:	M-3-25;
Property Address:	147 S Comanche Rd
General Plan Designation:	RRD (Rural Residential Density)
Zoning Designation:	AA (Very Low Density Agricultural)
Area:	0.84 ac
Property Owner / Applicant:	Michael & Emily Criddle

Request: The applicants are seeking approval for a special exception to exceed the maximum building height of 15 feet for an accessory building as specified in 11-11-070 B.

Background Information

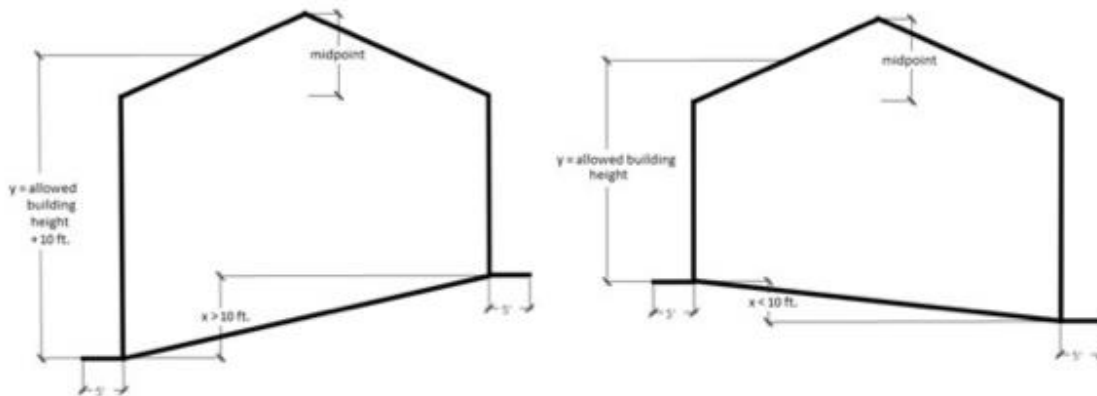
The applicant is looking to build an Accessory Dwelling Unit east of their home. The use itself is permitted and the proposed building meets allowed lot coverage or other applicable requirements; however, based on the owners preferred building placement, the structure is too tall for a staff level approval.

The AA zone allows accessory buildings to be up to 25 ft. in height, but in this case the building would need to be 30 ft. from the property line along Countryside Road as a corner side yard (see [FMC 11-10-050 B](#)). The AA zone also allows for accessory buildings to be considered following Single Family Zoning regulations per FMC 11-10-040 H 1 b. Under this option, the accessory building may be as close as 20 ft. to the Countryside Road property line as desired, but would be limited to 15 ft. in height unless a special exception is approved allowing for additional height (see [FMC 11-11-070 B 1](#)).

The applicant is seeking an additional 3 ft. in height to allow for a maximum height of 18 ft. This 18 ft. consideration is the maximum allowed for consideration per FMC 11-3-045 B which states: B. “Authority: When expressly provided for under the provisions of this title, the Planning Commission is authorized to approve special exceptions to the provisions of this title in

accordance with the terms and provisions set forth in this section. When pertaining to an adjustment to the height of a building, the Planning Commission may authorize an adjustment of up to twenty percent (20%) of the prescribed requirement.”

Building height is measured to the midpoint of the sloped roof.



Minor adjustments to the site plan as well as a small amount of final grade manipulation or adjustments to the structure may be needed before a building permit can be issued to ensure the building is 18 ft. in height or less.

In considering whether or not to approve 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.

Suggested Motion

Move that the Planning Commission approve the special exception for an increased building height of up to 18 feet for the Criddle ADU, subject to all applicable Farmington City development standards and ordinances.





Findings:

1. The building is located near a utility corridor and common area for Shepard Creek with the buildings height and placement closest to a street, not a neighboring property owner.
2. As stated in the property owner affidavit, the building is for personal use, and in that case, would not reasonably be detrimental to the traffic or safety of the persons residing or working in the vicinity.
3. The project is located on a parcel of sufficient size to accommodate the special exception.

Supplemental Information

1. Vicinity Map
2. Site plan
3. Building plans



 <p>FARMINGTON MORE TIME FOR LIVING</p>	<h2 style="text-align: center;">VICINITY MAP</h2> <p style="text-align: center;">147 S Comanche Rd</p>	<div style="text-align: center;"> <p>0 50 100 150 200 Feet</p>  <p>0 10 20 30 40 Meters</p>  </div>		<p><small>Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.</small></p>
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Michael Criddle

147 S Comanche Rd. Farmington, UT 84025

Proposed Building:

36'0" x 30'0"

1080 Sqft.

570 Sqft. of livable space

Set backs:

19'6" from South

52' to the house from West

61' from North

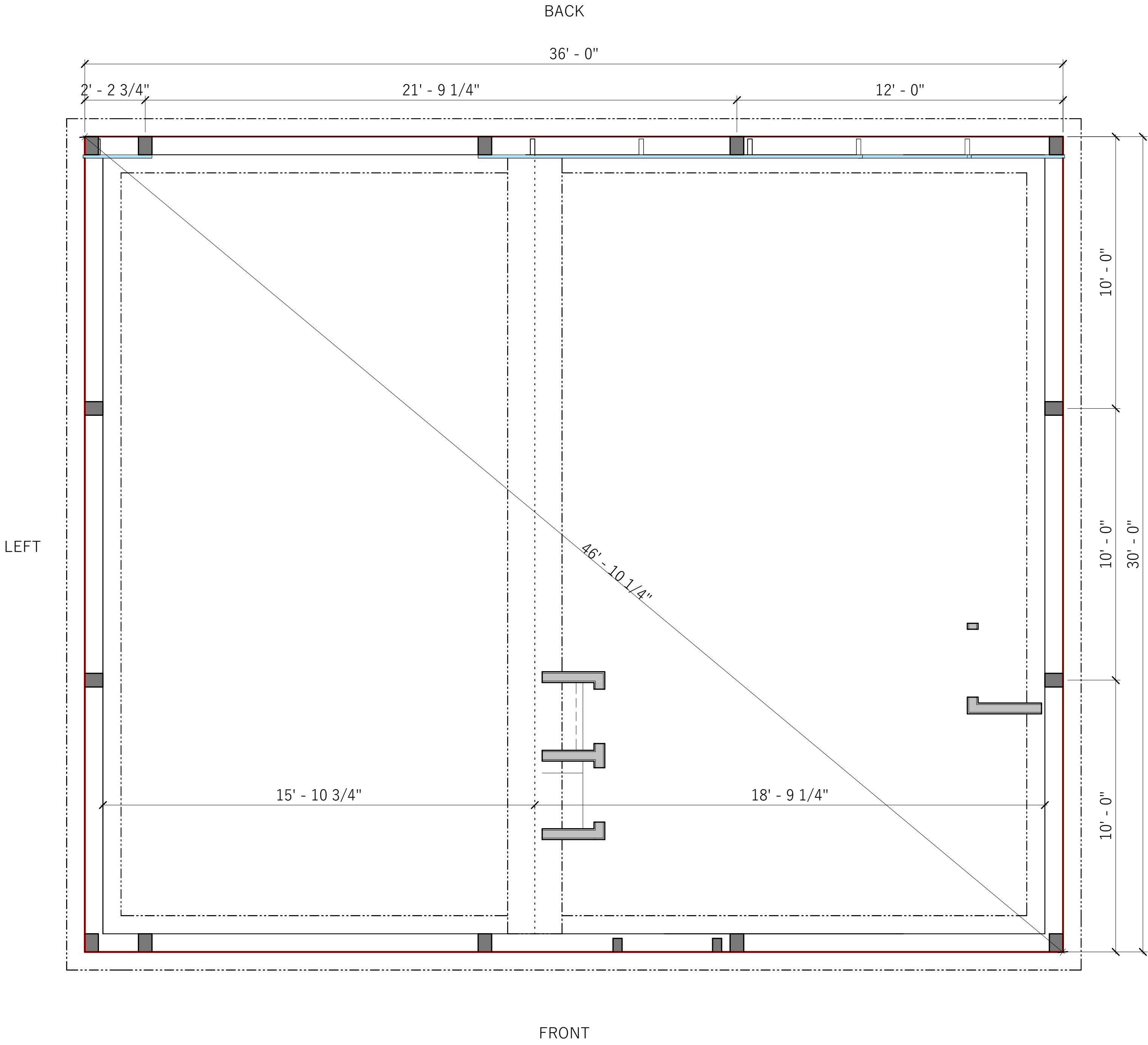
99' from East

1. All storm water and dirt will be kept on site during construction until final landscaping is done. The General Contractor will be held responsible for keeping dirt/mud on site during bad weather and for cleaning up after subcontractors.
2. The grade away from foundation walls shall fall a minimum of 6 inches within the first 10 ft. (5%)
3. Street curb and gutter will be inspected and cleaned of all mud and dirt at the end of every day.
4. Gravel bags (or equivalent BMP) to be placed and maintained around any storm drain inlet adjacent to or immediately downstream from site during construction,
5. Berms or swales may be required along property lines to prevent storm water flow onto adjacent lots. Final grading shall blend with adjacent lots.
6. A lined concrete washout area must be provided at the site for all concrete, paint, stucco, or masonry work. Washout on the ground is prohibited.

WINDOW SCHEDULE					
MARK	COUNT	DESCRIPTION	WIDTH	HEIGHT	SILL HEIGHT
W1	6	<varies>	<varies>	<varies>	<varies>
W2	1		2' - 0"	2' - 0"	5' - 6"

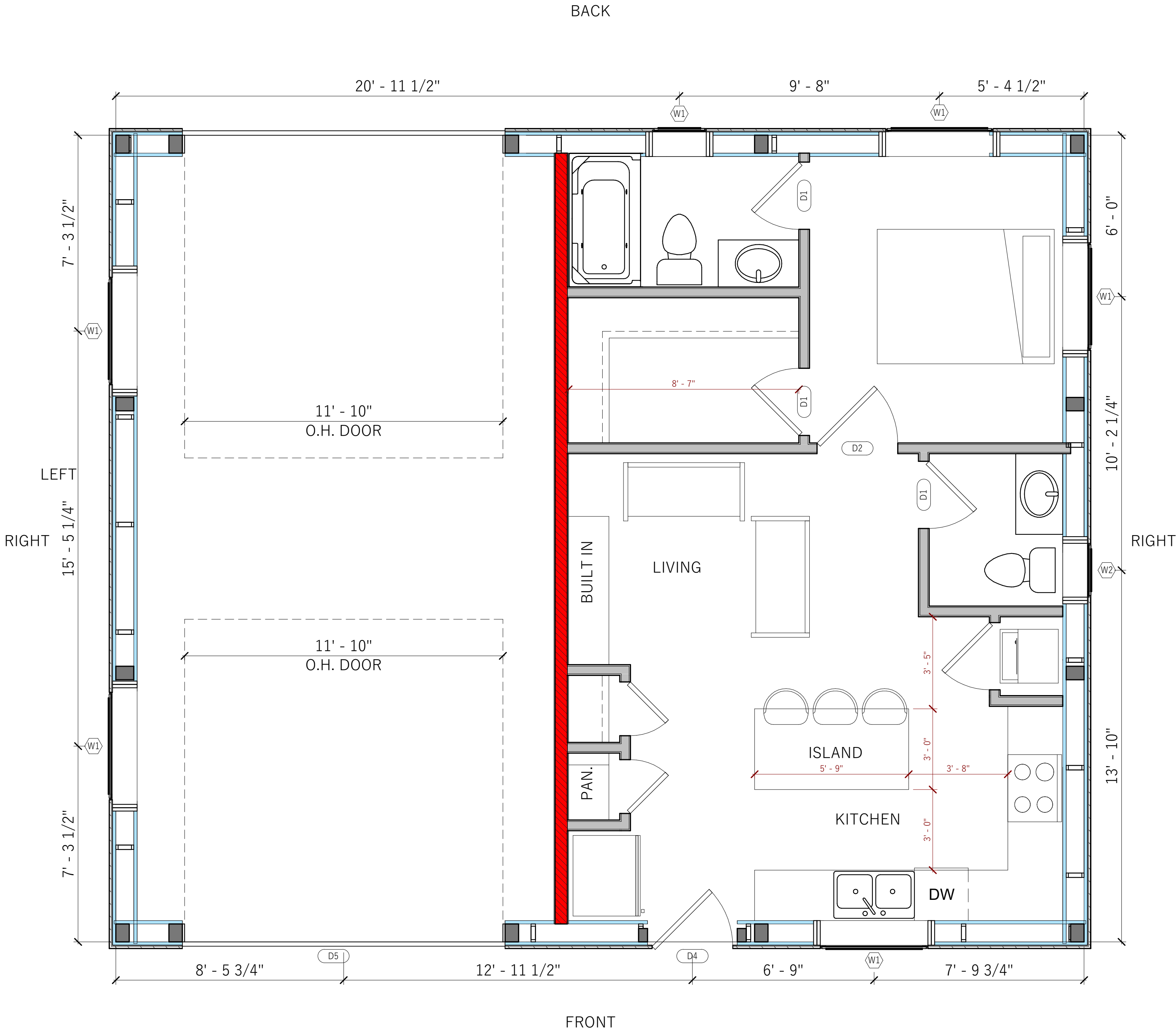
DOOR SCHEDULE					
MARK	COUNT	DESCRIPTION	TYPE	WIDTH	HEIGHT
D1	3	PANEL DOOR	<varies>	2' - 6"	6' - 8"
D2	1	PANEL DOOR		3' - 0"	6' - 8"
D4	1	PANEL DOOR	SWING	3' - 0"	6' - 8"
D5	1			12' - 0"	12' - 0"
D8	1			12' - 0"	12' - 0"
D9	1	PANEL DOOR		2' - 6"	6' - 8"
D14	1	PANEL DOOR		2' - 0"	6' - 8"
D15	1	PANEL DOOR		2' - 0"	6' - 8"

FLOOR SCHEDULE					
FLOOR TYPE	AREA	THICKNESS	LENGHT	WIDTH	COMMENTS
CONC. SLAB	1080 SF	0' - 4"	36'	40'	TO BE POURED IN FUTURE



3
02A

FOOTING AND FOUNDATION PLAN
3/8" = 1'-0"



1
02A

MAIN FLOOR PLAN
3/8" = 1'-0"

SCREW ROOF PANELS TO PURLINS
W/1-1/2" LONG #10 SCREWS @ 9" O.C.
FIELD AND 4-1/2" O.C. END

SCREW WALL PANELS TO GIRTS W/1-1/2" X
#10 SCREW @ 9" O.C.
FIELD AND 4-1/2" O.C. END

ALL POSTS ARE TREATED DF-L #1

MICHAEL CRIDDLE BARNDODiv>

PROJECT #25029

ISSUE DATE:3-20-2025

APEXSTRUCTURES

CONSULTANT STAMP

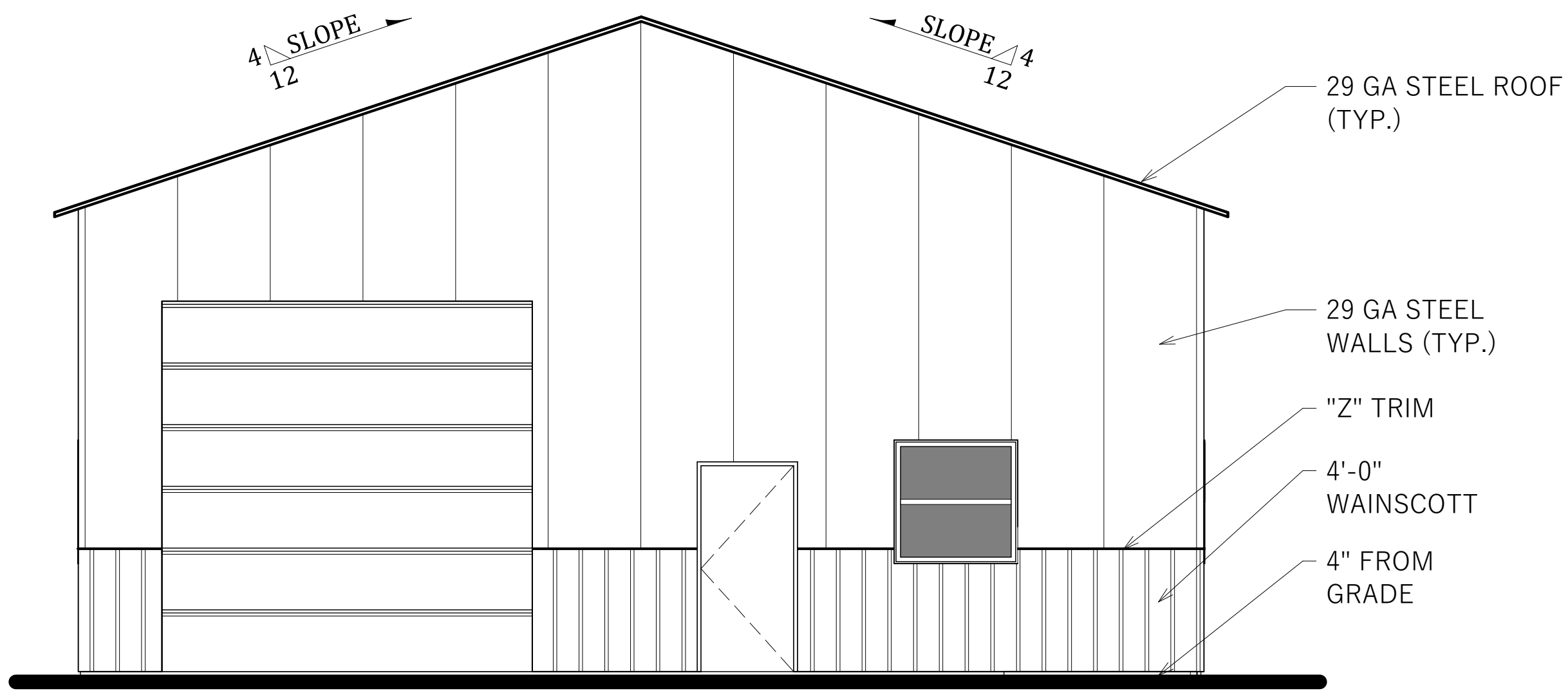
SCALE3/8" = 1'-0"

02A

FLOOR PLANS

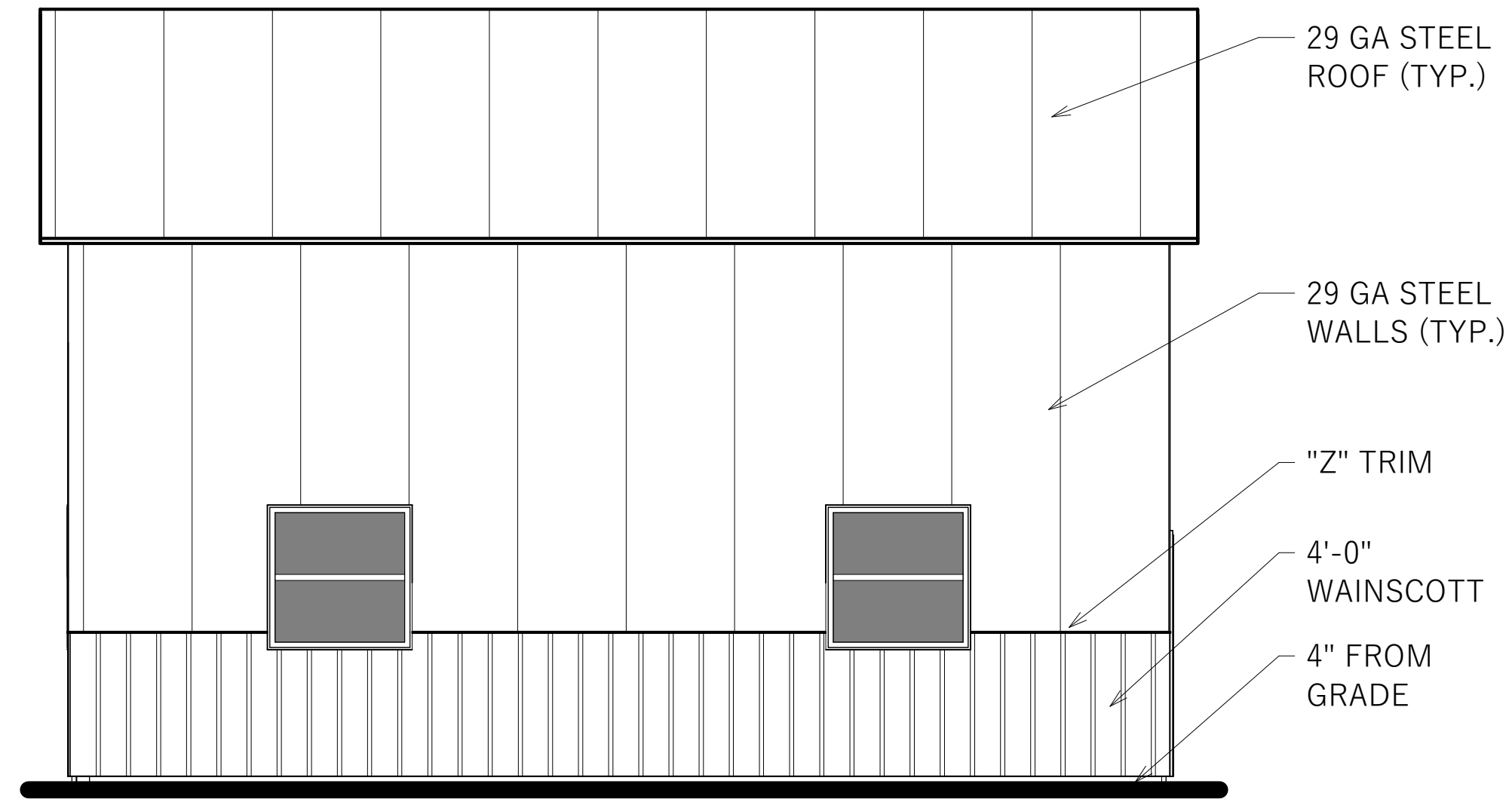
147 SOUTH COMANCHE ROAD

FARMINGTON UT, 84025



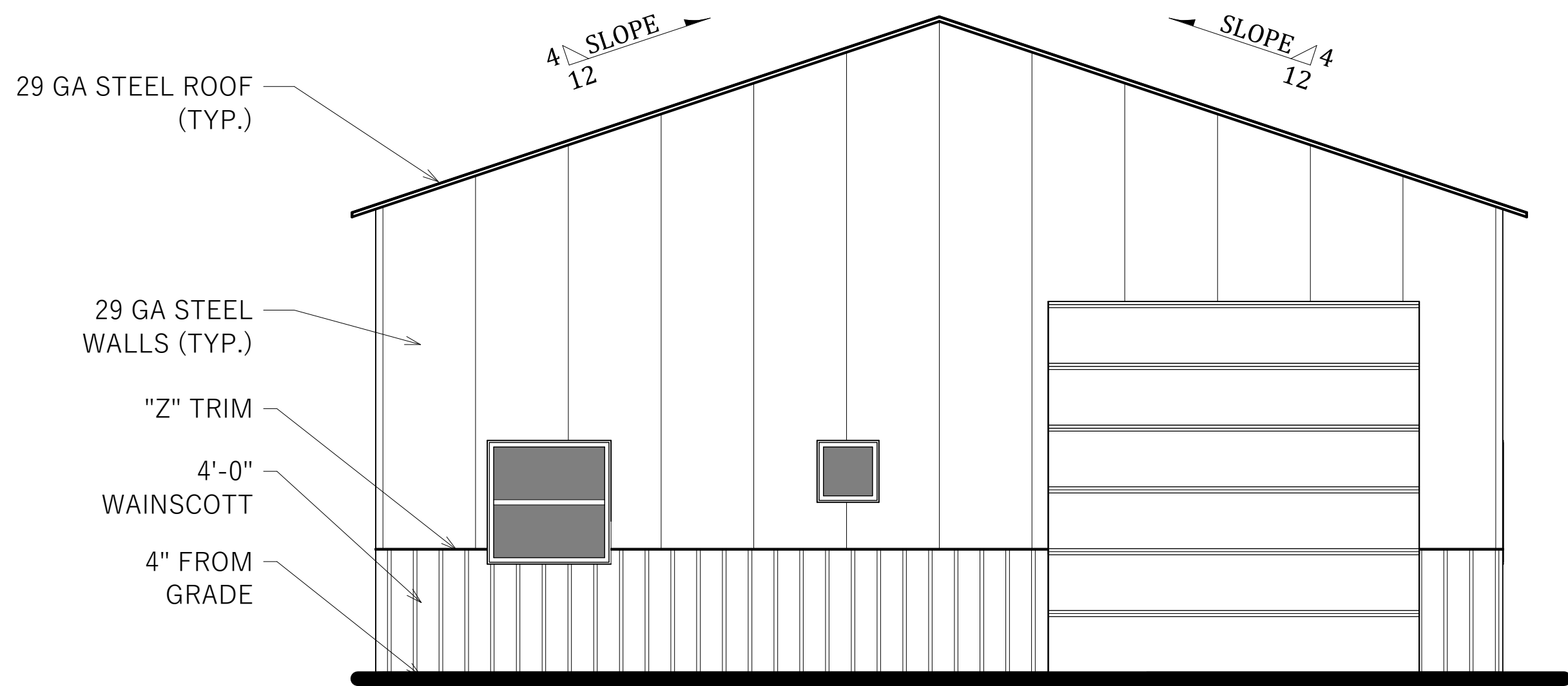
1
03

FRONT ELEVATION
1/4" = 1'-0"



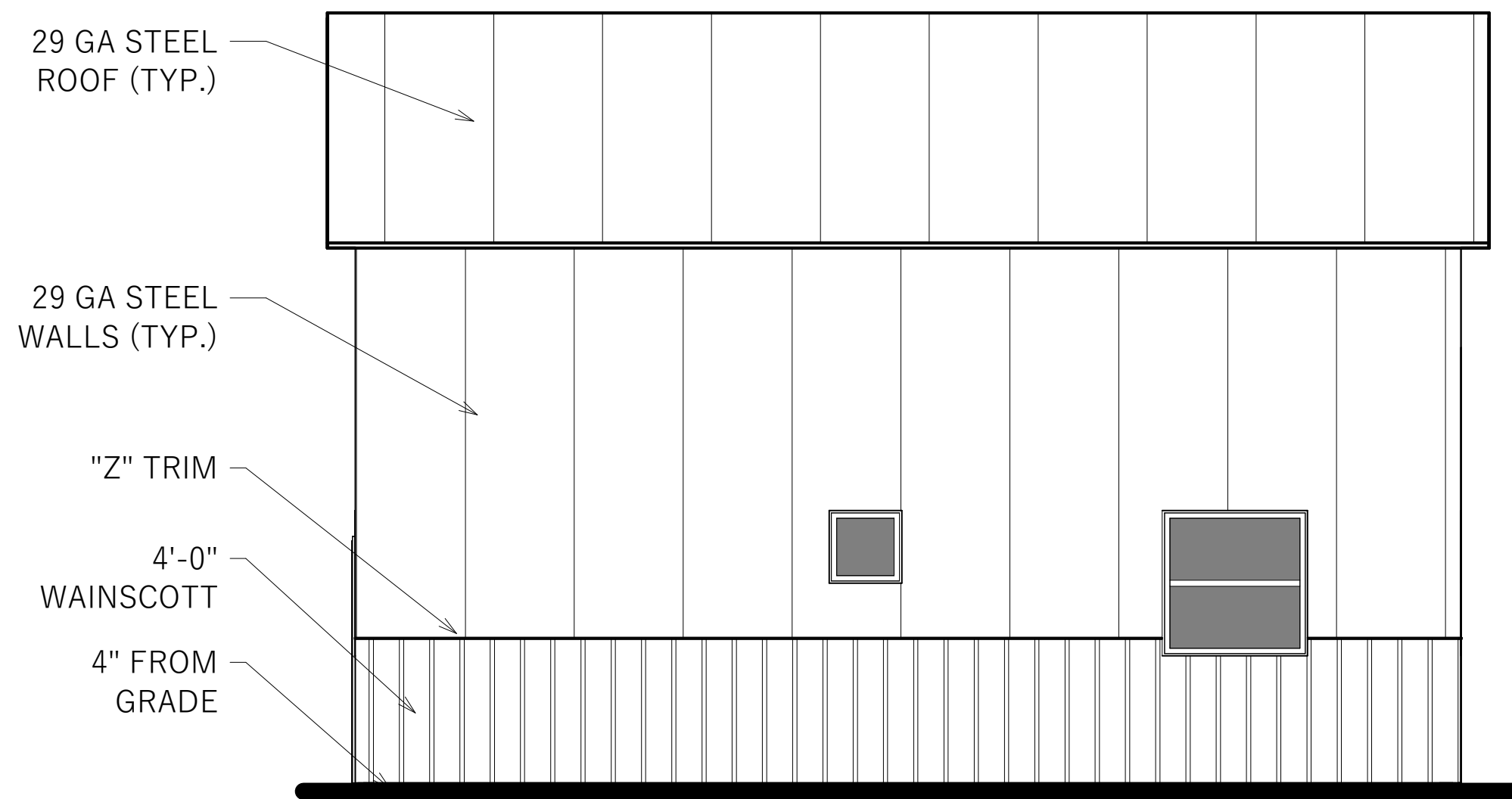
2
03

LEFT ELEVATION
1/4" = 1'-0"



3
03

BACK ELEVATION
1/4" = 1'-0"



4
03

RIGHT ELEVATION
1/4" = 1'-0"

MICHAEL CRIDDLE BARDO

147 SOUTH COMANCHE ROAD
FARMINGTON UT, 84025

PROJECT #
25029

ISSUE DATE:
3-20-2025

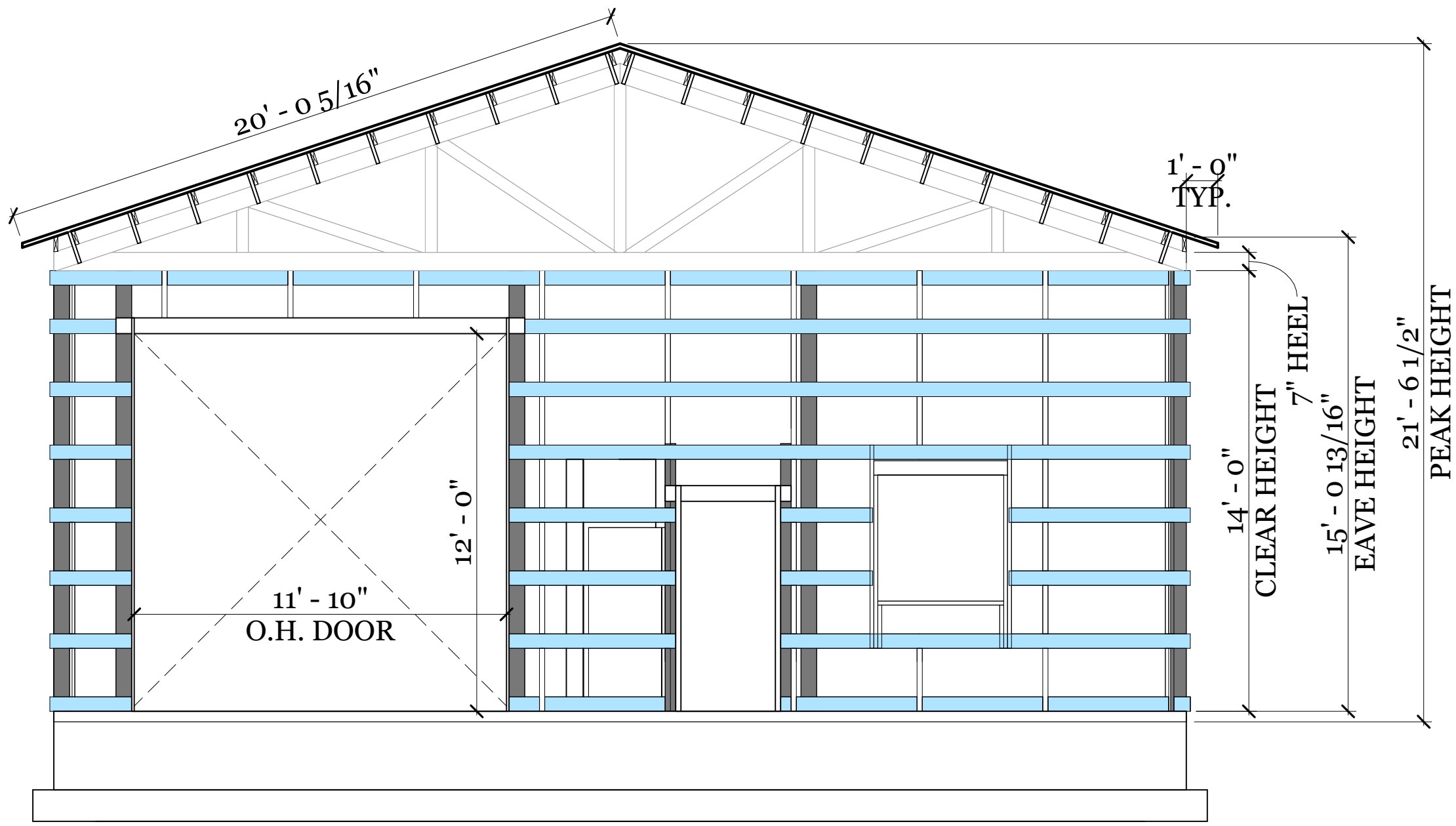


CONSULTANT STAMP

SCALE
1/4" = 1'-0"

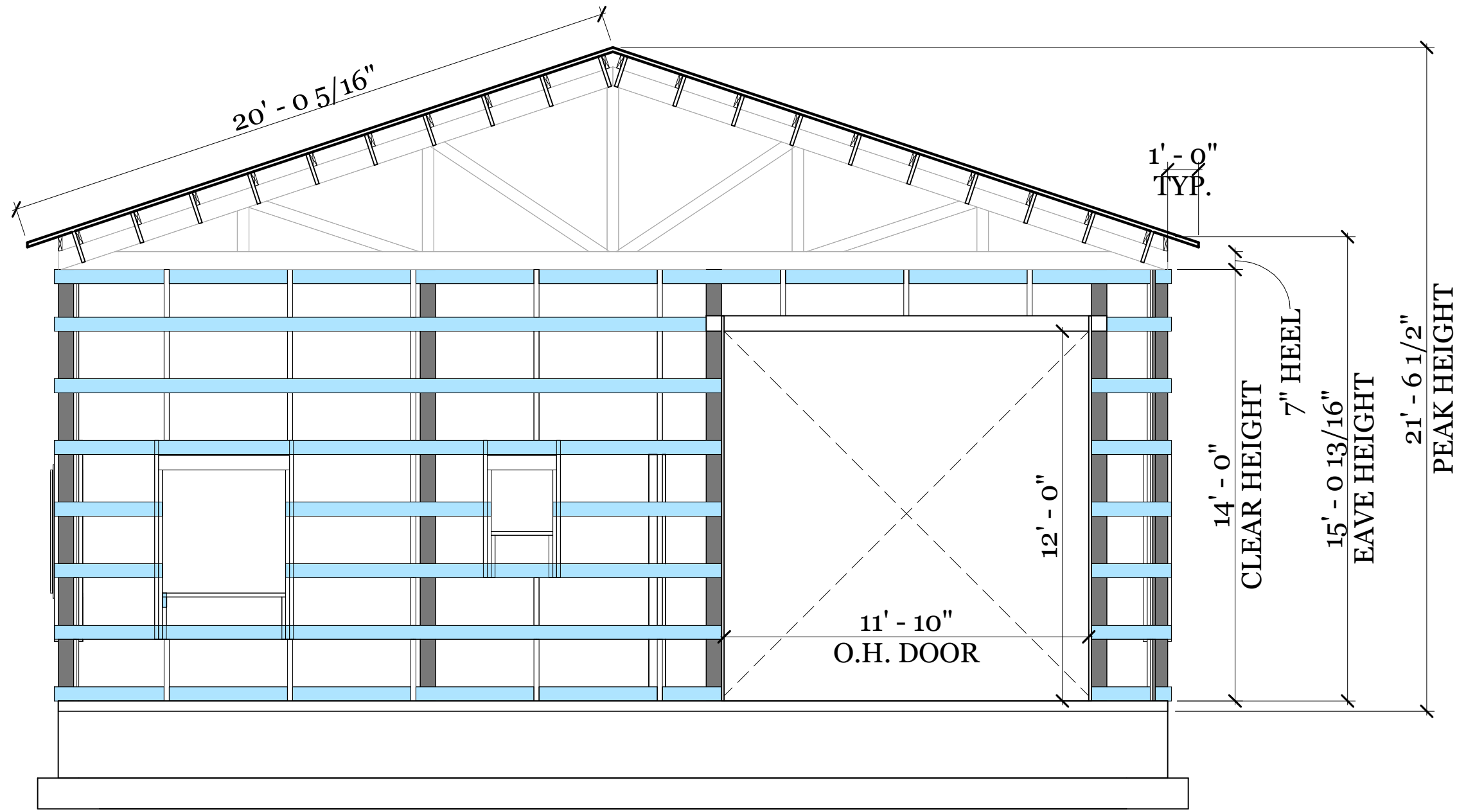
03

ELEVATIONS



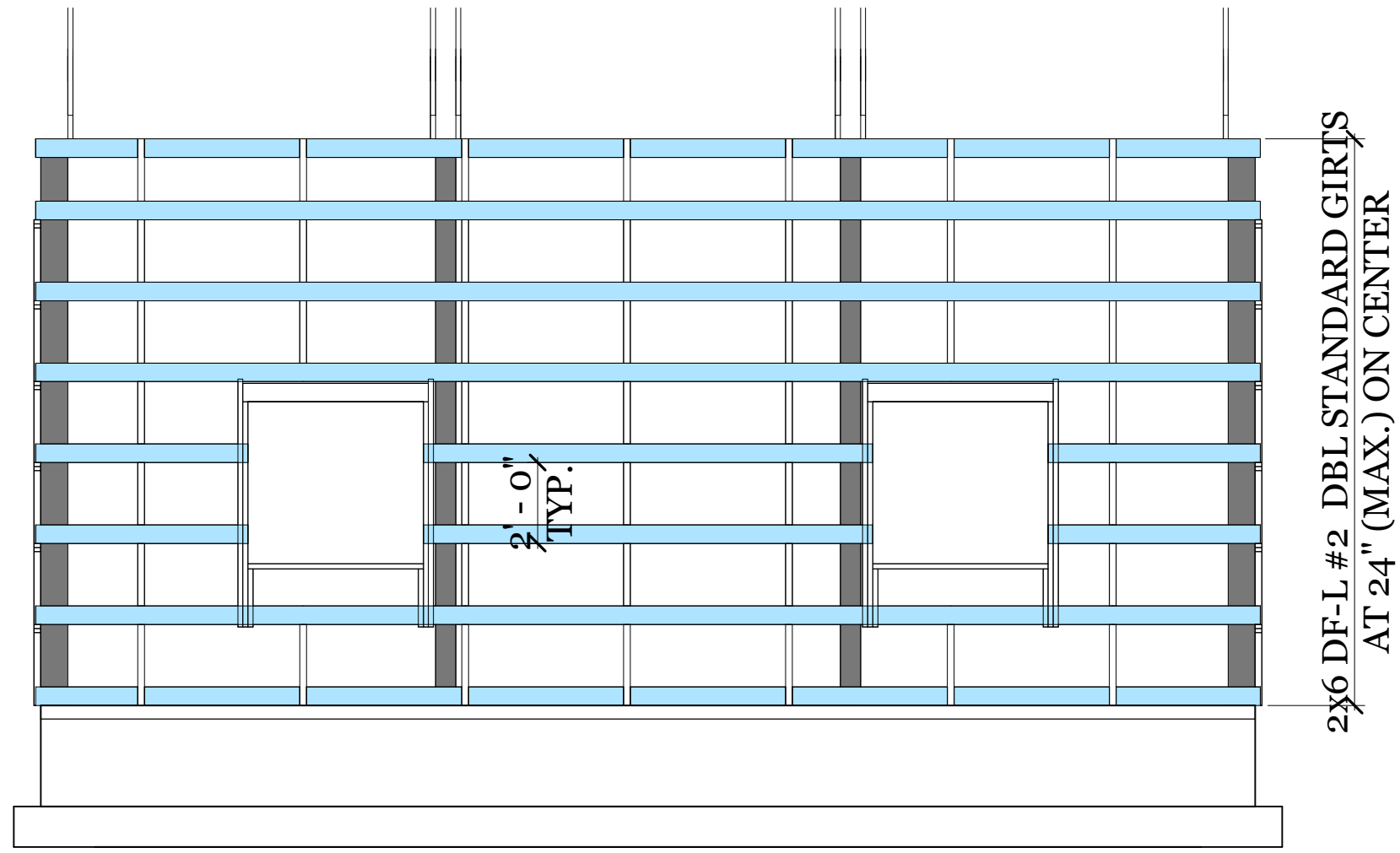
1
05

FRONT GIRT WALL
1/4" = 1'-0"



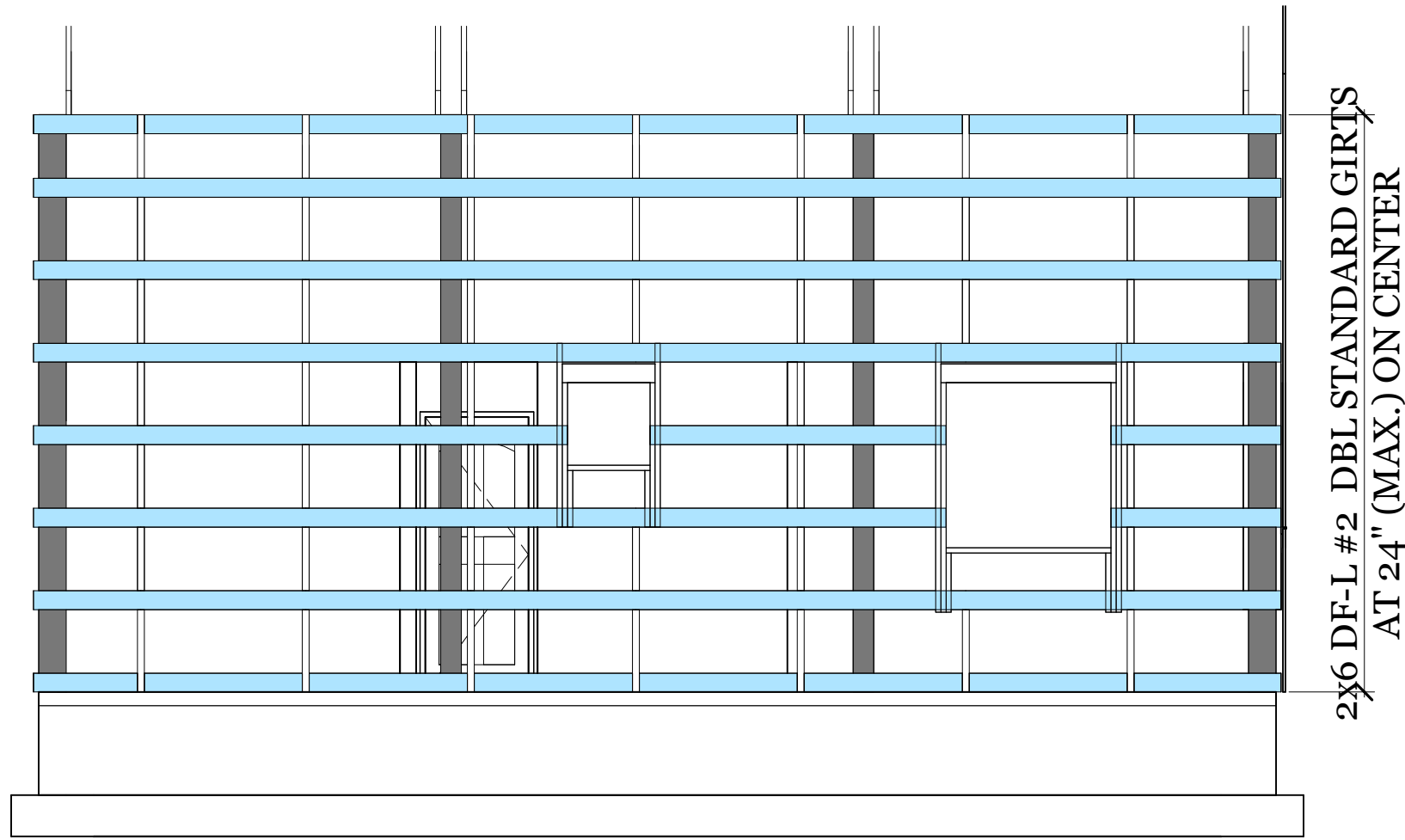
3
05

BACK GIRT WALL
1/4" = 1'-0"



2
05

LEFT GIRT WALL
1/4" = 1'-0"



4
05

RIGHT GIRT WALL
1/4" = 1'-0"

MICHAEL CRIDDLE BARND

147 SOUTH COMANCHE ROAD
FARMINGTON UT, 84025

PROJECT #
25029

ISSUE DATE:
3-20-2025



CONSULTANT STAMP

SCALE
1/4" = 1'-0"

05

GIRT PLANS



Farmington City Planning Commission Staff Report June 5, 2025

Item 2: Consideration of a Preliminary Planned Unit Development and Schematic Subdivision for the Frodsham Farms (Formerly Frodsham Acres) project.

Public Hearing: No – Previously Held
Application No.: S-17-24
Property Address: 230 E 1700 S (Lund Lane), 1674 S Tuscany Cove Drive,
and 1600 S 200 E
General Plan Designation: LDR (Low Density Residential)
Zone: A-F (LR-F previously recommended)
Area: 2.6 Acres
Number of Lots: 8 + 1 SSF Lot
Property Owner/Applicant: FRODSHAM / Joey Green

Request: *Rezone of property and consideration of a new residential subdivision.*

Background Information

The subject property is just north of the Farmington/Centerville border. There is an existing home on 1 of the current lots and at the bend on Tuscany Cover Drive are large buildings for pens or animal stables and vehicle storage. The proposed subdivision would remove the existing buildings from the property and redevelop it under the LR district with single family homes on a new cul-de-sac with 1 home fronting 200 East street.

The property is surrounded by LR zoning to the north and west with S-F zoning to the east.

The '-F' portion of the zoning designation indicates that it is subject to the Foothill Development Standards overlay zone. This designation would remain in place if the city determines to change the zoning from the A district to the LR district as requested.

The applicant has also requested consideration of a PUD (Planned Unit Development) in order to allow for the potential of a private road which may be needed based on the initial storm drain design concept. The city may choose to allow additional flexibility or deviations from typical standards if it is found to be beneficial to the project. This may also be necessary to address lot frontage.

[illegible]

The applicant has indicated their interest in creating an SSF (Subordinate Single Family) lot from 1 of the 8 proposed as an affordable home option. The plan as currently provided does not give the details of where this lot would be.

Update Since 3/20/25 Meeting:

At the initial public hearing, the Planning Commission voted in favor of the requested zone change to the LR-F district which would accommodate this or similar projects in the future, but tabled a decision on the Preliminary PUD and Schematic Subdivision with direction that the applicant provide more detail on their proposal to qualify for the 10,000 sq. ft. lots.

The applicant is proposing including a SSF lot as part of the development with a deed restriction to qualify for the alternate lot by providing moderate income housing within the project. A development agreement outlining this along with a deed restriction have been prepared.

In addition to providing a plan to meet the ordinance to qualify for the number of proposed lots, there were a couple of comments that come out of the public hearing which the applicant has been working to address. The neighbor to the lot which fronts 200 East Street indicated that they are not on sewer and that their leach field to their septic system uses an easement across the proposed lot. The applicant is working with the neighbor on a proposal to eliminate the need for the leach field by installing sewer in the area and connecting both homes to it.

The public comment also highlighted concerns related to visibility around the south east corner. The development agreement contemplates setbacks and fencing limitations which should greatly improve this situation from what is currently existing. Public works has also been notified of the red paint or lack thereof along the streets in the area and the city will work to repaint.

Suggested Motion

Move that the Planning Commission recommend approval of the Preliminary PUD and Schematic Subdivision.

Findings:

1. The proposed DA and Deed Restriction qualify the project for the proposed number of lots.
2. The restrictions set for in the DA will create a desirable development compatible with surrounding homes and which will improve traffic safety.

Supplemental Information

1. Site Photos
2. Vicinity Map
3. Schematic Plan
4. Development Agreement

Recent Photos of property

Looking north (home on left, Ag buildings on right):



Looking Northwest:



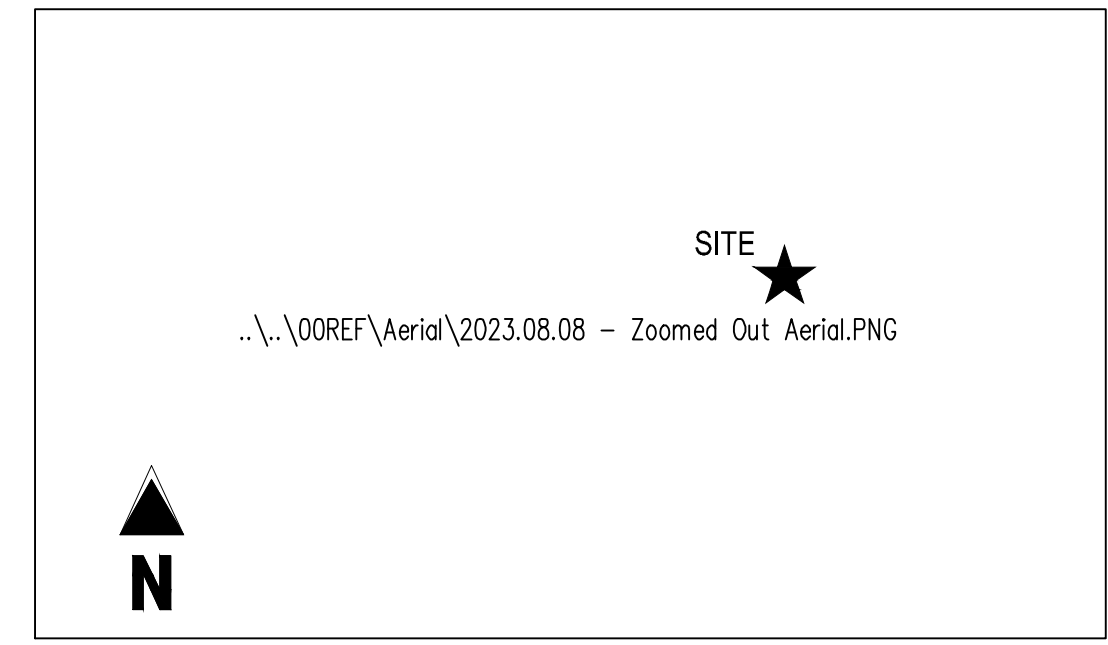
Looking Northeast from 200 East Street:





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LOCATION MAP



- LR-F: LARGE FAMILY - FOOTHILL
- A-F: AGRICULTURAL - FOOTHILL
- S-F: SINGLE FAMILY - FOOTHILL

AGRICULTURAL ZONE (TITLE 11, CHAPTER 10)

LOT AREA	LOT WIDTH		FRONT	SIDE	SIDE CORNER	REAR
	INTERIOR	CORNER				
2 ACRE *	100'	110'	30'	10' MIN. 24' TOTAL	25'	30'

* PER 10-040 B.1.6, IF THE SITE IS USED FOR MODERATE INCOME HOUSING, THE MINIMUM LOT AREA CAN BE 1 ACRE. SETBACKS PER TITLE 11, CHAPTER 12: CONSERVATION SUBDIVISION (CS) OVERLAY ZONE AND DEVELOPMENT STANDARDS.

SINGLE-FAMILY RESIDENTIAL ZONES (TITLE 11, CHAPTER 11)

ZONE	LOT AREA	LOT WIDTH		FRONT	SIDE	SIDE CORNER	REAR
		INTERIOR	CORNER				
LR	10,000 SF	85'	95'	25'	10' MIN. 22' TOTAL	20'	30'

* PER 11-050 B.1.6, IF THE SITE IS USED FOR MODERATE INCOME HOUSING, THE MINIMUM LOT SIZE CAN BE 10,000 SF. SETBACKS PER TITLE 11, CHAPTER 12: CONSERVATION SUBDIVISION (CS) OVERLAY ZONE AND DEVELOPMENT STANDARDS.

CONSERVATION SUBDIVISION DEVELOPMENT STANDARDS (TITLE 11, CHAPTER 12)

ZONE	LOT AREA	LOT WIDTH	
		INTERIOR	CORNER
LR	10,000 SF	85'	95'
A	1 ACRE	100'	110'

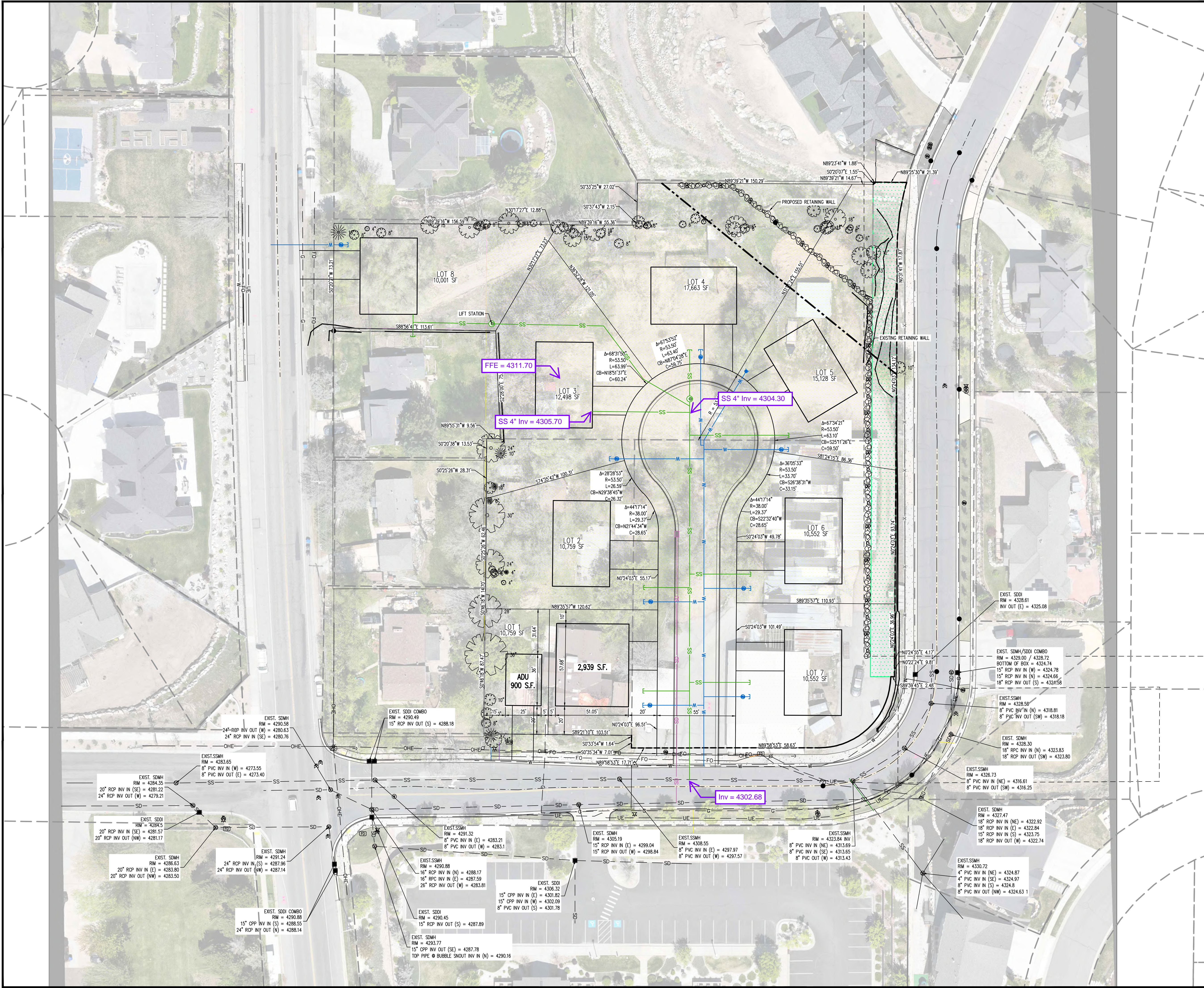
FOOTHILL ZONE (TITLE 11, CHAPTER 30)

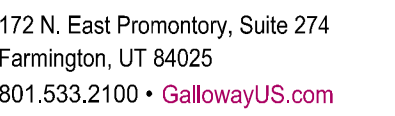
SLOPE DISTRICT AVERAGE SLOPE %	MAXIMUM DENSITY DWELLING UNITS/GROSS ACRE
0 - 12.0	4.0
12.1 - 20.0	2.8
20.1 - 30.0	1.6
MORE THAN 30.0	NO DEVELOPMENT ALLOWED



Project No: SS
Drawn By: DL
Checked By: DL
05/27/2025

Frodsham Parcels
Farmington, Utah
230 E 1700 S





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..\\..\\00REF\\Aerial\\2023.08.08 - Zoomed Out Aerial.PNG

AGRICULTURAL ZONE (TITLE 11, CHAPTER 10)

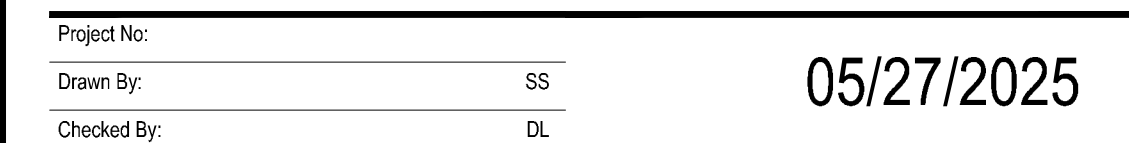
* PER 10-040 B.1.b. IF THE SITE IS USED FOR MODERATE INCOME HOUSING, THE MINIMUM LOT AREA CAN BE 1 ACRE. SETBACKS PER TITLE 11, CHAPTER 12: CONSERVATION SUBDIVISION (CS) OVERLAY ZONE AND DEVELOPMENT STANDARDS.

SINGLE-FAMILY RESIDENTIAL ZONES (TITLE 11, CHAPTER 11)

* PER 11-050 B.1.b. IF THE SITE IS USED FOR MODERATE INCOME HOUSING, THE MINIMUM LOT SIZE CAN BE 10,000 S.F. AND SETBACKS PER TITLE 11, CHAPTER 12: CONSERVATION SUBDIVISION (CS) OVERLAY ZONE AND DEVELOPMENT STANDARDS.

CONSERVATION SUBDIVISION DEVELOPMENT STANDARDS (TITLE 11, CHAPTER 12)

FOOTHILL ZONE (TITLE 11, CHAPTER 30)



A1	01 OF 01
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When Recorded Mail to:
Farmington City Attorney
160 S. Main Street
Farmington, UT 84025

DEVELOPMENT AGREEMENT
FOR THE
FRODSHAM FARMS PUD SUBDIVISION

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 20____, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **JOEY GREEN**, hereinafter referred to as the “Developer.”

RECITALS:

A. Developer owns approximately 4.07 acres of land located within the City, identified as Parcels: 070710089, 070710019, & 070710091, in the records of the Davis County Recorder, which property is more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof (the “Property”).

B. Developer desires to develop a project on the Property to be known as the Frodsham Farms PUD Subdivision (the “Project”). Developer has submitted an application to the City seeking approval of a zone overlay to Planned Unit Development (PUD) in accordance with the City’s Laws.

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

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

AGREEMENT

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

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

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

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

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

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

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

5. **Exceptions from Code.**

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

(b) **In accordance with** §11-27-020, the following shall be the approved standards for the Project:

(1) Setbacks

(a) **Lot 1A**

- (i) Front (East) – 15 ft. / 20 ft. to garage
- (ii) Corner Side Yard (South) – 20 ft.
- (iii) Side Yard (North) – 5 ft.
- (iv) Rear (West) – 5 ft.

(b) **SSF Lot 1B**

- (i) Front – 20 ft.
- (ii) East Side – 5 ft.
- (iii) West Side – 10 ft.
- (iv) Rear – 20 ft.

(c) **Lots 2 – 6**

- (i) Front Yard – 15 ft. / 20 ft. to garage
- (ii) Side Yard – 5 ft.
- (iii) Rear Yard – 25 ft.

(d) **Lot 7**

- (i) Front Yard (West) – 15 ft. / 20 ft. to garage
- (ii) Side Yard (North) – 5 ft.
- (iii) Side Corner Yard (South including bend) – 25 ft.
- (iv) Rear Yard (East) – 25 ft.

(e) **Lot 8**

- (i) Front - 25 ft.
- (ii) Side – 10 ft.
- (iii) Rear – 30 ft.

(2) Fencing

- (a) No visual screening fencing and no fence exceeding 4 ft. in height shall be allowed in the corner side yard of Lot 1A and Lot 7.

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

7. Density. The maximum number of residential units in the Project is eight (8) units, not including any SSF Lots.

8. Moderate Income Housing – Restrictions on Associated Single-Family Dwelling Lot. Developer agrees to establish one SSF Lots in the Development, which shall be associated with one contiguous single-family dwelling lot (the "Primary Lot"). The SSF Lot is intended to remain moderate income housing at its inception, and as an owner-occupied property for at least two (2) years of occupancy. This section survives termination under Subsection 21(b) of this Agreement, unless specifically terminated in writing.

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

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

(c) Developer waives any challenge or appeal on the basis of the City's denial of building permits or certificates of occupancy, so long as the City's denial

is based upon this contractual obligation for the SSF Lot to be developed concurrently with or prior to the Primary Lot.

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

(e) **Developer agrees to have recorded against the SSF Lot a deed restriction** that restrict occupancy to owner occupancy for two (2) years, and moderate-housing price controls for the initial sale of the lot and home. The deed restriction is attached to this Agreement as Exhibit C. The deed restriction shall run with the land.

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

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

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

12. Assignment. The Developer may assign this Agreement, with all rights and interests herein only with prior written approval by the City, which shall not be unreasonably withheld and which is intended to assure the financial capability of the assignee. Any future

assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

13. Responsibility for On-Site Improvements. The Developer warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be maintained by Developer, its agents, a private association of homeowners, building owners, or a combination of the foregoing. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by Developer. The City shall have no maintenance responsibility in relation to the Project and shall only plow and maintain public roads that are designated as public on the plat. This section survives termination under Subsection 21(b) of this Agreement, unless specifically terminated in writing.

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

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

- (a) Establish an easement for dedication to the utility company(ies) using a surveyed legal description of the easement boundaries, filed prior to or concurrent with plat recordation;
- (b) Deeding land directly to the City via warranty deed using surveyed legal descriptions, prior to or concurrent with plat recordation, for the express purpose of establishing right of way and utility uses within the conveyed property; or
- (c) Refrain from recording the plat for the Final Subdivision until after all utility lines have been relocated to within the proposed, dedicated right-of-way.

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

To Developer:

To the City:

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

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

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

18. Agreement to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Project.

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

20. Amendment. The Parties or their successors in interest, may, by written agreement, choose to amend this Agreement at any time. The amendment of the Agreement relating to any substantial rights or obligations shall require the prior approval of the City Council.

21. Termination.

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

(b) Upon the completion of all contemplated buildings and improvements identified in this Agreement, including all applicable warranty periods for publicly dedicated infrastructure, and completion of all provisions of Sections 4 and 5 of this Agreement, the terms of this Agreement shall terminate upon thirty days' written notice to either Party. The non-noticing Party shall, within thirty days of receipt of the notice, provide to the noticing Party its written objection and identify the remaining construction or obligation which has not been fulfilled. Objections to termination under this subsection must be asserted in good faith.

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

23. General Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

(Execution on Following Pages)

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

DEVELOPER

JOEY GREEN

Joey Green

Signature

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____day of _____, in the year 20____, before me, _____ a notary public, personally appeared Joey Green, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal.

Notary Public

FARMINGTON CITY

By _____
Brett Anderson, Mayor

Attest:

DeAnn Carlile
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

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

Notary Public

Approved as to Form:

Paul H. Roberts
City Attorney

EXHIBIT "A"

PROPERTY DESCRIPTION

PARCEL 1

BEG AT PT N 413.16 FT FR CENTER SEC 31-T3N-R1E, SLM; W 10336 FT; N 207.06 FT; E 103.56 FT; S 207.06 FT TO BEG. CONT.

PARCEL 2

A PARCEL OF LAND SIT IN SEC 31-T3N-R1E, SLB&M, SD PARCEL MORE PARTLY DESC AS FOLLOWS: BEG AT A PT ON A FENCE LINE, SD PT BEING N 00'15'20" E 620.22 FT (NORTH BY DEED) & W 94.00 FT (91.24 FT BY DEED) FR THE CENTER OF SEC 31-T3N-R1E, SLB&M; & RUN TH N 02'48'40" W 75.56 FT ALG A FENCE LINE & TO A NE FENCE COR; TH N 89'17'70" W 113.63 FT ALG A FENCE LINE & BEYOND TO THE E LINE OF STATE ROAD; TH N 7372 FT ALG THE E LINE OF SD STATE ROAD; TH E 212.00 FT TO THE 1/4 SEC LINE; TH N 00'15'20" E 29.60 FT ALG SD 1/4 SEC LINE; TH E 164.20 FT; TH S 179.70 FT; TH W 259.00 FT TO THE PUB.

AND LESS AND EXCEPTING;

PARCEL 3

BEG AT A PT 6.68 CHS N OF SW COR OF NE 1/4 OF SEC 31-T3N-R1E SLM; TH N 179.34 FT; TH E 165 FT; TH S 179.34 FT; TH W 165 FT TO BEG. CONT. 0.682 ACRES.

ALSO: BEG AT A PT WH IS N 0'36'55" W 529.53 FT & S 89'43' W 1676.32 FT S 0'24'20" W 89.39 FT & N 89'43' W 818.84 FT FR THE E 1/4 COR OF SEC 31-T3N-R1E, SLM; & RUN TH S 89'43' W 165.00 FT TH S 0'20' W 31.43 FT, TH N 89'43' E 146.35 FT, M/L, TO THE BEG OF A CURVE TO THE LEFT SD CURVE HAVING A DELTA ANGLE OF 43'44'37" & A RAD OF 50.00 FT, (CHORD BEARS N 67'45'56" E 22.18 FT); TH ALG THE ARC OF SD CURVE 21.98 FT TO POB. **(BOUNDARY DOES NOT CLOSE)**

ALSO: BEG AT THE NE COR OF THAT PARCEL DEEDED TO FRANK FRODSHAM & BARBARA FRODSHAM, TRUSTEES, IN BK 1920 AT PG1630 AS ENTRY #1202417, SD COR IS 620.22 FT N ALG THE CENTER SEC LN & 165.00 FT E FR THE SW COR OF THE NE 1/4 OF SEC 31-T3N-R1E, SLM, & RUN TH N 179.70 FT ALG THE E BNDRY LN OF THAT PARCEL DEEDED TO KENNITH RAY PAYNE & LAURIE PAYNE IN BK 2902 AT PG 1482 AS ENTRY #1695067 TO THE NE COR OF SD PAYNE PARCEL; TH E 1.86 FT TH N 32.06 FT; TH S 68'32'02" E 29.69 FT TO A PT OF NON-TANGENCY WITH A 177.50 FT RAD CURVE TO THE LEFT; TH S'LY ALG THE ARC OF SD CURVE 67.29 FT THROUGH A CENTRAL ANGLE OF 21'43'18" (NOTE: CHORD TO SD CURVE BEARS S 10'36'19" W FOR A DIST OF 66.89 FT); TH S 00'15'20" E 298.55 FT; TH S 89'44'40" W 2.48 FT TO A PT OF NON-TANGENCY WITH A 50.00 FT RAD CURVE TO THE RIGHT; TH SW'LY ALG THE ARC OF SD CURVE 41.41 FT THROUGH A CENTRAL ANGLE OF 47'27'03" (NOTE: CHORD TO SD CURVE BEARS S 23'28'12" W FOR A DIST OF 40.24 FT) TO THE S'LY EXTENSION OF THE E BNDRY LN OF SD FRODSHAM PARCEL; TH N 200.32 FT ALG SD E BNDRY LN & IT'S EXTENSION TO THE POB. CONT 0.111 ACRES.

ALSO: BEG AT A PT WH IS N 0'36'55" W 529.53 FT & S 89'43' W 1676.32 FT & S 0'24'20" W 89.39 FT & N 89'43' W 818.84 FT & S 0'20' W 31.43 FT & S 89'43' W 165.00 FT FR THE E 1/4 COR OF SEC 31-T3N-R1E, SLM; & RUN TH S 9.57 FT, TH N 89'38'15" E 131.56 FT, M/L, TO THE BEG OF A CURVE TO THE LEFT, SD CURVE HAVING A DELTA ANGLE OF 43'44'37" & A RAD OF 50.00 FT (CHORD BEARS N 67'45'56" E 14.53 FT), TH ALG THE ARC OF SD CURVE 13.17 FT TH W 146.35 FT TO POB. DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH. **(BOUNDARY DOES NOT CLOSE)**

PARCEL 3A

A PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL ALSO LOCATED IN FARMINGTON CITY, DAVIS COUNTY, UTAH.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 00°15'20" EAST 802.20 FEET ALONG THE QUARTER SECTION LINE (NAD83 BASIS OF BEARING NORTH 00°34'47" EAST FROM THE CENTER OF SECTION 31 TO THE NORTH QUARTER

CORNER OF SECTION 31) AND SOUTH 89°44'40" EAST 166.85 FEET FROM THE CENTER OF SAID SECTION 31 AND RUNNING THENCE:

NORTH 00°15'20" EAST 29.77 FEET; THENCE SOUTH 68°16'42" EAST 29.69 FEET TO THE WEST RIGHT-OF-WAY LINE OF TUSCANY COVE DR; THENCE ALONG SAID TUSCANY COVE RIGHT-OF-WAY SOUTHERLY 19.92 FEET ALONG THE ARC OF A 177.50-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 68°16'38" EAST AND THE LONG CHORD BEARS SOUTH 18°30'29" WEST 19.91 FEET WITH A CENTRAL ANGLE OF 06°25'47"); THENCE NORTH 89°44'23" WEST 21.40 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A RIGHT OF WAY OVER AND ACROSS THAT CERTAIN PARCEL DESCRIBED IN DEED #3347971, FOR HORSE CROSSING ONLY, SPECIFICALLY RESTRICTED TO EXPIRE UPON SALE OF SAID PROPERTY DESCRIBED AS PARCEL 3 HEREIN.

[illegible]

EXHIBIT C
DEED RESTRICTION
FOR SSF LOTS

Upon recording return to:

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

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

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

WITNESSETH:

A. Grantor holds legal title to approximately 4.07 acres of land located at 230 E 1700 S known as the Frodsham Farms Subdivision (the “Development”), and intends to construct a housing development, consisting of single-family homes.

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

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

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

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

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

G. As a condition to the approval, Grantor has agreed that this Deed Restriction be imposed upon this SSF Lot, **Lot 1B** (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 1B of the Frodsham Farms Subdivision**, Farmington City, Davis County, Utah.” The property description and identification of the Restricted Lot is attached as Exhibit A and incorporated by this reference.

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

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

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

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

- (f) “HUD” means the United States Department of Housing and Urban Development.
- (g) “Notice” means correspondence complying with the provisions of Section 10(b) of this Deed Restriction.
- (h) “Restricted Lot” means the SSF Lot identified on the subdivision plat as **Lot 1B** and described in Section G of the recitals.
- (i) “Tenant” means an occupant of the Restricted Lot other than an owner or operator.

3. Affordable Unit.

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

4. Occupancy Requirement.

- (a) This Deed Restriction shall remain in effect from the date that occupancy was established for the dwelling on the Restricted Lot, and continuing for a period of **ten (10) years** thereafter (the “Restricted Period”) unless earlier terminated in accordance with Section 10(h) hereof.

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

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

5. City to Provide Analysis.

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

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

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

6. Advertisement.

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

7. Enforcement.

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

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

(c) The City may delegate the responsibility of monitoring Grantor for compliance with this Deed Restriction to any not-for-profit or government organization. In no case shall this delegation result in additional fees or financial responsibilities of Grantor. Grantor agrees to cooperate with any delegate of the City to the same extent as required

under this Deed Restriction as long as the City has notified Grantor in writing of such delegation of responsibility.

8. Covenants to Run with the Property.

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

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

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

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

9. Miscellaneous Provisions.

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

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

Grantor:

Attn: _____

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

City:

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

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

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

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

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

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

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

(i) Governing Law. This Deed Restriction is being executed and delivered in the State of Utah and shall in all respects be governed by, construed and enforced in accordance with the laws of said State without giving effect to any conflict of law provision

or rule. Venue to resolve disputes regarding this Deed Restriction shall lie in the Second District Court of Utah, Farmington Division.

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

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

GRANTOR:

By: Joey Green

Title: Owner

STATE OF UTAH

ss:

COUNTY OF DAVIS

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

Notary Public

Printed Name: _____

My Commission Expires: _____

The terms of this Deed Restriction are acknowledged by:

CITY:

By: _____

Name: _____

Title: _____

STATE OF UTAH

ss:

COUNTY OF DAVIS

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

Notary Public

Printed Name: _____

My Commission Expires: _____

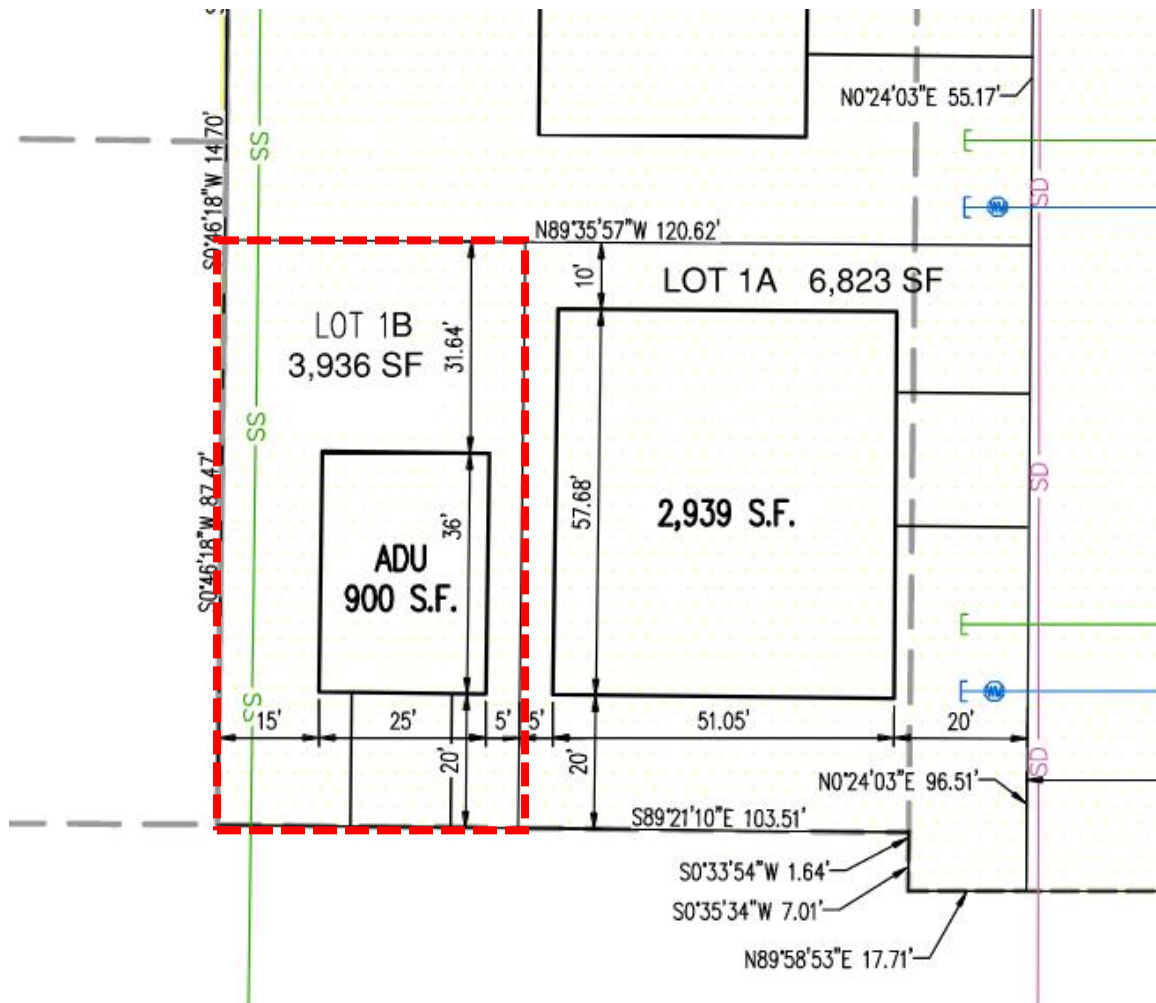
Exhibit A

Property Description & Identification of Restricted Lot

Legal Description:

All of Lot 1B of the Frodsham Acres Subdivision. Cont. 0.09 acres

Visual Exhibit:





Farmington City Planning Commission Staff Report June 5, 2025

Item 3: Preliminary Subdivision Plat and Final PUD Master Plan for the proposed Lyon Meadows PUD.

Public Hearing:	No
Application No.:	S-9-24
Property Address:	1502 North Frontage Road
General Plan Designation:	LDR (Low Density Residential)
Zoning Designation:	LR (Large Residential)
Area:	5.7 acres
Number of Lots:	17
Property Owner:	Lyon Family Trust
Applicant:	Stephen Lyon

Request: *The applicant is requesting approval for the Preliminary Subdivision Plat and Final PUD Master Plan for the proposed Lyon Meadows PUD.*

Background Information

The City Council, after receiving a recommendation from the Planning Commission, approved the Schematic Subdivision Plan and Preliminary PUD Master Plan for the Lyon Meadows PUD on October 1, 2024. Moreover, the City Council, also approved a development agreement and deed restriction on November 12, 2024 [note: The Commission recommended approval of these documents as well].

Section 11-27-100 of Chapter 27 of the Zoning Ordinance, states in part: "The Planning Commission shall review the submitted final PUD Master Plan and may approve or disapprove it. The Planning Commission may approve the Final PUD Master Plan if they find that the proposed planned unit development meets all of the requirements of this chapter, that it is in substantial compliance with the approved Preliminary PUD Master Plan and that it meets the objectives and purposes of this chapter".

Suggested Motion

Move that the Planning Commission approve the preliminary subdivision plat and Final PUD Master Plan for the Lyon Meadows PUD subject to all conditions of past approvals, applicable Farmington City development standards and ordinances, and the following:

1. The applicant must comply with final approved plans/improvement drawings by the City's Development Review Committee (DRC), and any conditions related thereto; and
2. The development agreement and deed restriction must be fully executed and recorded prior to and/or concurrent with the recordation of the final plat.

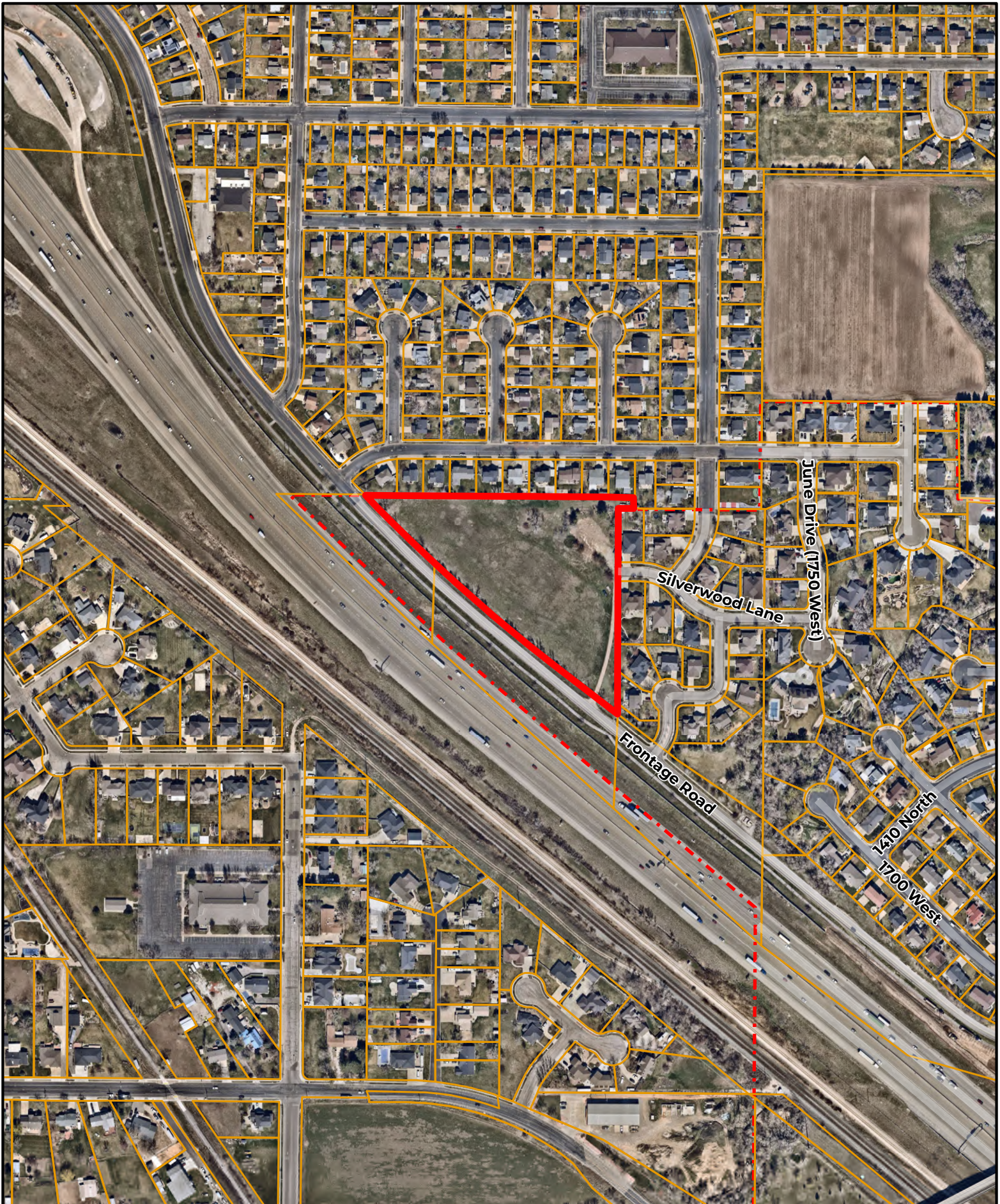
Findings:

1. The proposed use of land and lot size is consistent with the existing zoning on the property and surrounding development.
2. The street layout and project configuration comply with applicable design standards and completes the street network without creating any new dead ends.

3. The requested flexibility in setbacks will allow for the construction of desirable homes which will complement the surrounding neighborhoods.
4. The development agreement and deed restriction are consistent with the moderate-income housing goals of the City.

Supplemental Information

1. Vicinity Map
2. Proposed Preliminary Subdivision Plat and Final PUD Master Plan.
3. Schematic Subdivision Plan and Preliminary PUD Master Plan, October 1, 2024.
4. Development Agreement.
5. Deed Restriction.



 <p>FARMINGTON MORE TIME FOR LIVING</p>	<h2 style="text-align: center;">VICINITY MAP</h2> <p style="text-align: center;">Lyon Meadows PUD</p> <p style="text-align: right; font-size: small;">Date: 10/20/22</p>	<div style="display: flex; align-items: center;"> <div style="flex: 1;"> <p>0 150 300 450 600</p> <p>Feet</p> </div> <div style="flex: 1;"> <p>0 50 100 150 200</p> <p>Meters</p> </div> </div>	 <p>N FC S W E</p>	<p><small>Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.</small></p>
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STEVE LYON



LYON MEADOWS SUBDIVISION - PUD

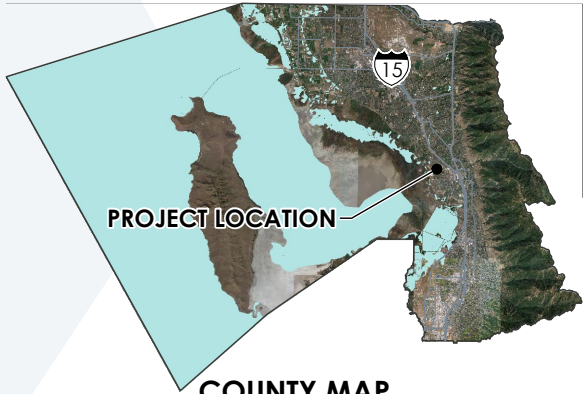
ISSUED: 07 MAY 2025

PROJECT LOCATION



STATE MAP

PROJECT LOCATION

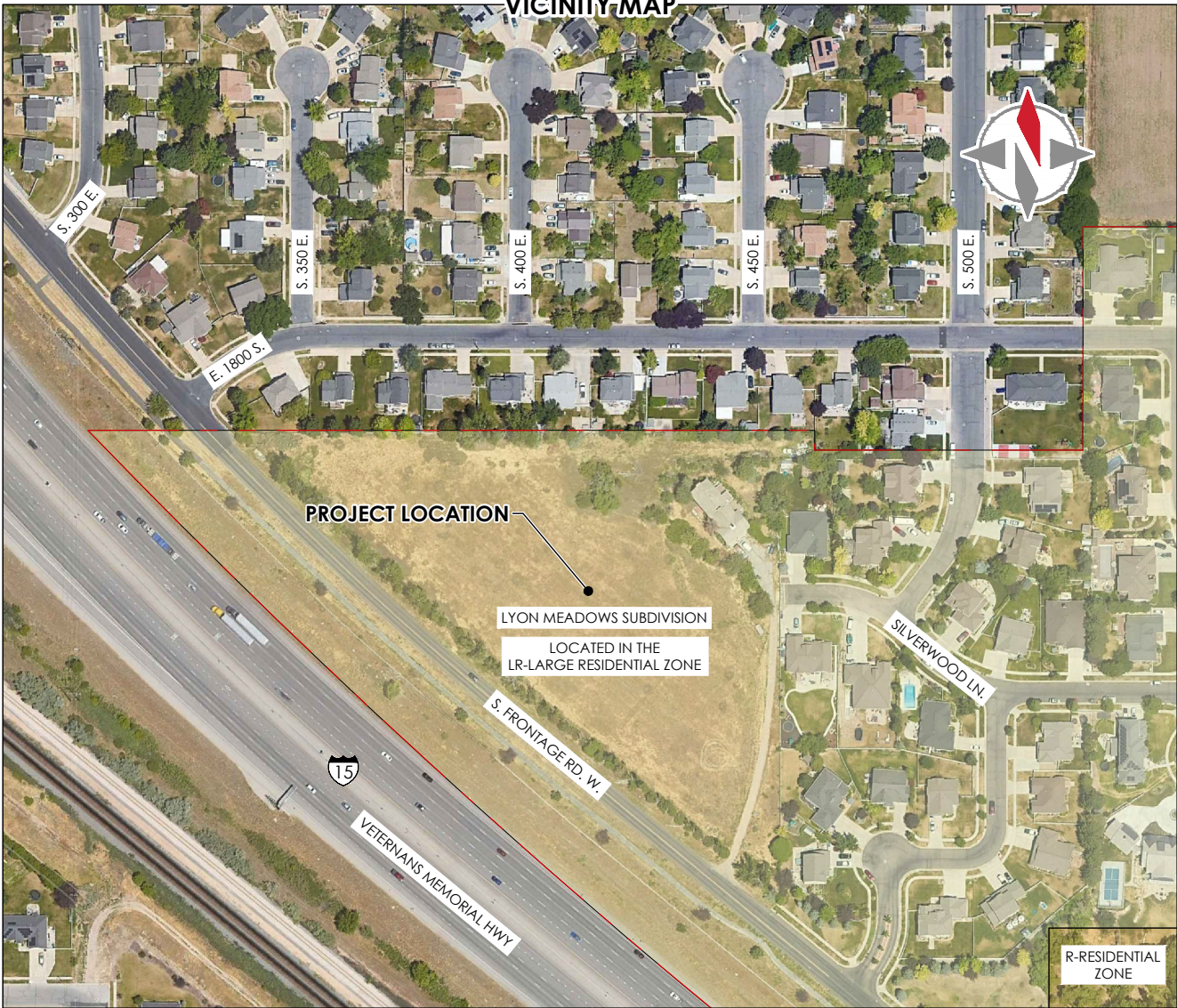


COUNTY MAP

SHEET INDEX

SHEET	TITLE	DESCRIPTION
1	G001	COVER
2	G002	NOTES
3	CS100	PRELIMINARY PLAT
4	CP101	BUILDABLE AREAS EXHIBIT
5	CS101	EXISTING CONDITIONS
6	CG100	LOT GRADING PLAN
7	CG301	LYON LANE ROAD PLAN AND PROFILE
8	CG302	LYON LANE ROAD PLAN AND PROFILE
9	CG303	LYON LANE ROAD PLAN AND PROFILE
10	CG304	ROAD SECTIONS
11	CG305	FRONTAGE ROAD PLAN AND PROFILE
12	CG306	FRONTAGE ROAD PLAN AND PROFILE
13	CU101	OVERALL UTILITY PLAN
14	CU301	LYON LANE UTILITY PLAN AND PROFILE
15	CU302	LYON LANE UTILITY PLAN AND PROFILE
16	CU303	LYON LANE UTILITY PLAN AND PROFILE
17	CU304	SILVERWOOD LANE UTILITY PLAN AND PROFILE
18	CU305	STORM DRAIN PLAN AND PROFILE
19	CU306	FRONTAGE ROAD UTILITY PLAN AND PROFILE
20	CU307	FRONTAGE ROAD UTILITY PLAN AND PROFILE
21	CU308	FRONTAGE ROAD UTILITY PLAN AND PROFILE
22	CU501	UTILITY DETAILS
23	CU502	UTILITY DETAILS
24	CU503	UTILITY DETAILS
25	FD-01	FIRE PAGE

VICINITY MAP



PROJECT LOCATION

LYON MEADOWS SUBDIVISION
LOCATED IN THE
LR-LARGE RESIDENTIAL ZONE

R-RESIDENTIAL
ZONE

CONTACT INFORMATION



4246 S RIVERBOAT RD., STE 200
SALT LAKE CITY, UT 84123
P: 801.359.5565

REVISIONS

LEGAL NOTICE

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

DESIGN

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

PROJECT

2023-0244
07 MAY 2025

LYON MEADOWS SUBDIVISION - PUD

1502 N. FRONTAGE RD.
FARMINGTON, UT 84025

COVER

1 OF 25

G001

UT83-CF | 12:50 PM WEDNESDAY 07 MAY 2025 | H:\PROJECTS\2023-0244 STEVE LYON-FARMINGTON SUBDIVISION\DRAWINGS\SHEETS\G001-02 TITLE & NOTES.DWG

LYON MEADOWS P.U.D SUBDIVISION

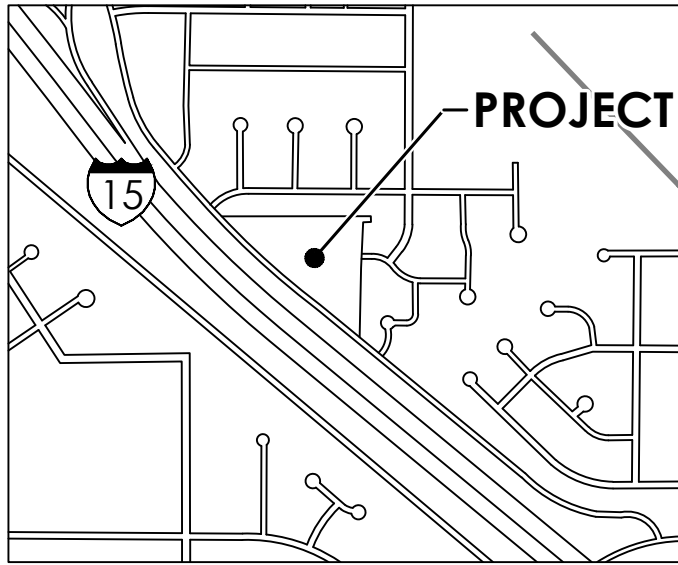
LOCATED IN THE SOUTHWEST QUARTER OF
SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN

PRELIMINARY PLAT - NOT TO BE RECORDED



0 50 100
1"= 50 FT

NOTE:
LOTS 101-110 WILL ALLOW THE EXISTING PROPERTIES
TO THE NORTH AND EAST TO DISCHARGE THEIR
STORM WATER RUNOFF TO THE SOUTH AND WEST,
AS HAS BEEN TRADITIONALLY DONE.



PROJECT LOCATION

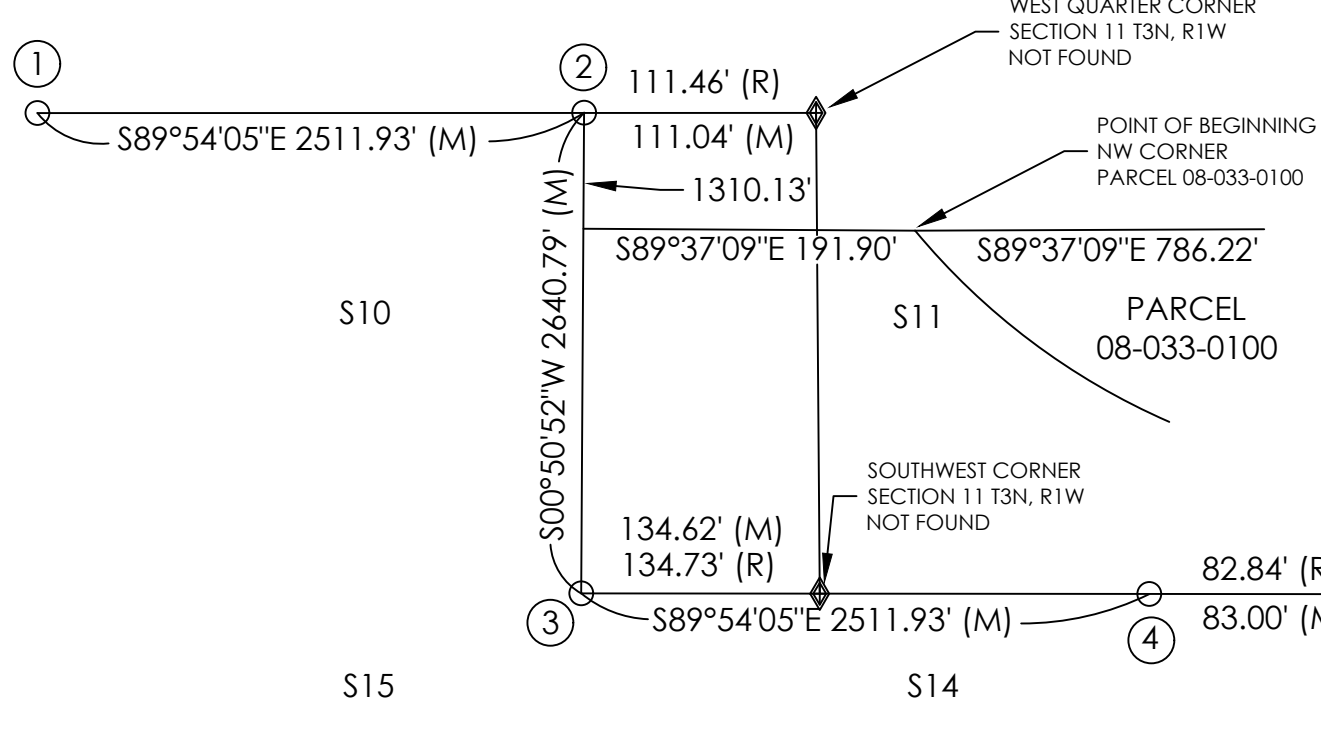
VICINITY MAP

NOTE:
THE BOUNDARY FOR THIS SUBDIVISION WAS ESTABLISHED AS SHOWN ON
RECORD OF SURVEY NO. 8447 ON FILE IN THE OFFICE OF THE DAVIS
COUNTY SURVEYOR IN BOOK 08 AT PAGE 033, DATED APRIL 25, 2024.

PARCEL CURVES				
ID	LENGTH	DELTA	RADIUS	CHORD
C1	63.33	028°25'19"	127.67	S 73°33'56" W 62.69 FT
C2	66.63	089°49'38"	42.50	N 45°04'09" W 60.01 FT
C3	30.07	037°21'08"	46.13	N 18°31'14" E 29.54 FT
C4	85.57	031°35'40"	155.17	S 72°22'36" W 84.49 FT
C5	41.08	023°29'46"	100.17	S 76°01'43" W 40.79 FT
C6	109.74	089°49'38"	70.00	N 45°04'09" W 98.85 FT
C7	23.52	089°49'38"	15.00	N 45°04'09" W 21.18 FT
C8	23.52	089°50'39"	15.00	S 45°04'40" E 21.18 FT
C9	23.60	090°09'21"	15.00	S 44°55'20" W 21.24 FT
C10	48.16	037°28'23"	73.63	N 18°34'51" E 47.30 FT
C11	11.99	036°52'30"	18.63	N 18°16'55" E 11.78 FT
C12	68.51	025°17'42"	155.17	S 69°13'36" W 67.95 FT
C13	17.06	006°17'59"	155.17	S 85°01'27" W 17.05 FT
C14	24.75	020°15'20"	70.00	N 79°51'18" W 24.62 FT
C15	46.44	038°00'55"	70.00	N 50°43'11" W 45.60 FT
C16	38.55	031°33'23"	70.00	N 15°56'02" W 38.07 FT
C17	130.98	001°30'03"	5000.00	S 51°43'46" E 130.97 FT
C18	140.98	001°36'56"	5000.00	S 50°10'17" E 140.97 FT
C19	140.42	001°36'33"	5000.00	S 48°33'33" E 140.42 FT
C20	27.89	000°19'10"	5000.00	S 47°35'41" E 27.89 FT
C21	97.40	000°58'57"	5679.58	S 46°56'38" E 97.39 FT
C22	28.39	000°17'11"	5679.58	S 46°18'33" E 28.39 FT
C23	28.32	000°17'09"	5679.58	S 46°01'24" E 28.32 FT
C24	178.83	001°48'15"	5679.58	S 44°58'42" E 178.83 FT

BUILDING SETBACKS:
FRONT - 25'
SIDE - 10'
REAR - 20'
(UNLESS OTHERWISE NOTED)
LOT 113 EAST FRONTAGE - 20'

SECTION DETAIL N.T.S.



- CENTER SECTION FOUND 10 3" BRASS CAP FOUND IN CONCRETE (D.C.S.TIE SHEET 410)
- WITNESS CORNER FOUND WEST QUARTER CORNER SECTION 11 2" DISC FLUSH IN TBC (D.C.S.TIE SHEET 411 W/C)
- WITNESS CORNER FOUND NORTHEAST QUARTER CORNER SECTION 15 2" DISC IN PAVEMENT 0.3' BELOW GROUND (D.C.S.TIE SHEET W/C 405)
- WITNESS CORNER FOUND SOUTH QUARTER CORNER SECTION 11 2" DISC FLUSH IN TBC (D.C.S.TIE SHEET 404)

NOTES:

- DETENTION POND IS LOCATED IN SILVERWOOD SUBDIVISION.
- ONLY ONE CULINARY WATER METER OR ONE SECONDARY WATER METER SHALL BE ALLOWED IN A DRIVEWAY.
- ALL CULINARY WATER METERS LOCATED IN DRIVEWAYS SHALL HAVE A THIRTY INCH (30") METER BOX WITH A TRAFFIC RATED LID.
- GEOTECHNICAL REPORT, JOB NO. 1122-003-24, HAS BEEN PREPARED BY GSH GEOTECHNICAL, INC., NOVEMBER 15, 2024 AND SUBMITTED TO FARMINGTON CITY.

LEGEND

- SECTION CORNER, NOT FOUND
- CENTERLINE ROAD MONUMENT
- REBAR WITH CAP, FOUND
- REBAR WITH CAP (CRS ENG), SET
- ADJOINING PROPERTY LINE
- RIGHT-OF-WAY LINE
- 10' PUE LINE

BENCHLAND WATER DISTRICT

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

CHAIR, BENCHLAND WATER DISTRICT

DATE

PLANNING COMMISSION

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

CHAIR, FARMINGTON CITY PLANNING COMMISSION

DATE

CENTRAL DAVIS SEWER DISTRICT

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

CHAIR, CENTRAL DAVIS SEWER DISTRICT

DATE

CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT
IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

CITY ENGINEER

DATE

FARMINGTON CITY ATTORNEY

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____.

FARMINGTON CITY ATTORNEY

DATE

CITY COUNCIL

PRESENTED TO THE FARMINGTON CITY COUNCIL THIS _____ DAY OF
A.D. 20____, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

FARMINGTON CITY RECORDER

DATE

MAYOR

DATE

CONTACT INFORMATION



4246 S RIVERBOAT RD., STE 200
SALT LAKE CITY, UT 84123
P: 801.359.5565

PROJECT

2023-0244
07 MAY 2025

LYON MEADOWS P.U.D. SUBDIVISION
OWNERS: MYRIEL J. & ARLENE K. LYON
FAMILY TRUST DATED FEBRUARY 1, 2009
1502 N. FRONTAGE RD.
FARMINGTON, UT 84025

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11-TOWNSHIP 3 NORTH-RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF THE FRONTAGE ROAD OF INTERSTATE 15, WHICH POINT LIES 1310.13 FEET SOUTH 00°50'52" WEST AND 191.90 FEET SOUTH 89°37'09" EAST FROM A FOUND WITNESS CORNER WHICH LIES 111.04 FEET NORTH 89°54'05" WEST ALONG THE QUARTER SECTION LINE FROM THE WEST QUARTER CORNER OF SAID SECTION 11, SAID POINT BEING THE SOUTHWEST CORNER OF WILLOW BEND SUBDIVISION NO. 4; AND RUNNING THENCE SOUTH 89°37'09" EAST 786.22 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION AND WILLOW BEND SUBDIVISION NO. 5 AND OAKRIDGE HIGHLANDS NO. 5 SUBDIVISION TO A BEND IN THE SOUTH BOUNDARY LINE OF SAID OAKRIDGE HIGHLANDS NO. 5 SUBDIVISION; THENCE SOUTH 00°22'51" WEST 35.00 FEET ALONG THE BEND LINE IN THE SOUTH BOUNDARY OF SAID OAKRIDGE HIGHLANDS NO. 5 SUBDIVISION TO A POINT ON THE NORTH BOUNDARY LINE OF SILVERWOOD SUBDIVISION; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES: 1) NORTH 89°37'09" WEST 47.64 FEET, 2) SOUTH 00°11'58" WEST 599.01 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE FRONTAGE ROAD OF INTERSTATE 15; THENCE LEAVING THE BOUNDARY OF SAID SILVERWOOD SUBDIVISION AND TRAVERSING ALONG THE NORTH RIGHT OF WAY LINE OF SAID FRONTAGE ROAD THE FOLLOWING THREE (3) COURSES: 1) NORTH 52°28'48" WEST 202.76 FEET TO THE POINT OF CURVATURE OF A 5000.00 FOOT RADIUS CURVE TO THE RIGHT; 2) NORTHWESTERLY 440.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°02'42" (CHORD BEARING AND DISTANCE BEING NORTH 49°57'27" WEST 440.12 FEET) TO A POINT OF COMPOUND CURVATURE OF A 5679.58 FOOT RADIUS CURVE TO THE RIGHT; 3) NORTHWESTERLY 332.96 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°21'32" (CHORD BEARING AND DISTANCE BEING NORTH 45°45'20" WEST 332.91 FEET) TO THE SOUTHWEST CORNER OF SAID WILLOW BEND SUBDIVISION NO. 4 AND POINT OF BEGINNING. CONTAINING 249,013.7633 SQUARE FEET OF AREA OR 5.72 ACRES. CONTAINING 17 LOTS PLUS 2 ACCESSORY LOTS ON 5.72 ACRES. 2.9 LOTS PER ACRE (3.3 LOTS PER ACRE W/ ACCESSORY LOTS).

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN HEREON AND NAME SAID TRACT:

LYON MEADOW P.U.D. SUBDIVISION

DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES AND ALSO DO HEREBY GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREOF AS PUBLIC UTILITY.

DATED THIS _____ DAY OF _____, 20____.

OWNER SIGNATURE _____

OWNER SIGNATURE _____

ACKNOWLEDGEMENT:

STATE OF UTAH)

COUNTY OF SALT LAKE) S.S.

ON THIS _____ DAY _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME _____, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO BY ME BEING DULY SWORN (OR AFFIRMED), DID SAY THAT (T/)(S/)(HE/)(Y) IS/ARE THE TRUSTEE(S) OF THE MYRIEL J. & ARLENE K. LYON FAMILY TRUST DATED FEBRUARY 1, 2009, AS SHOWN ON THE PLAT AND THAT SAID DOCUMENT WAS SIGNED BY (T/)(S/)(HE/)(Y) IN BEHALF OF SAID TRUST BY AUTHORITY OF THE TRUST, AND SAID _____ ACKNOWLEDGED TO ME THAT SAID TRUST EXECUTED THE SAME.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

SURVEYORS CERTIFICATE:

I, _____, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. _____ AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS LYON MEADOWS P.U.D. SUBDIVISION AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

COUNTY RECORDER

STATE OF UTAH, COUNTY OF _____, RECORDED AND FILED AT THE
REQUEST OF: _____

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

ABSTRACTED _____

INDEX _____

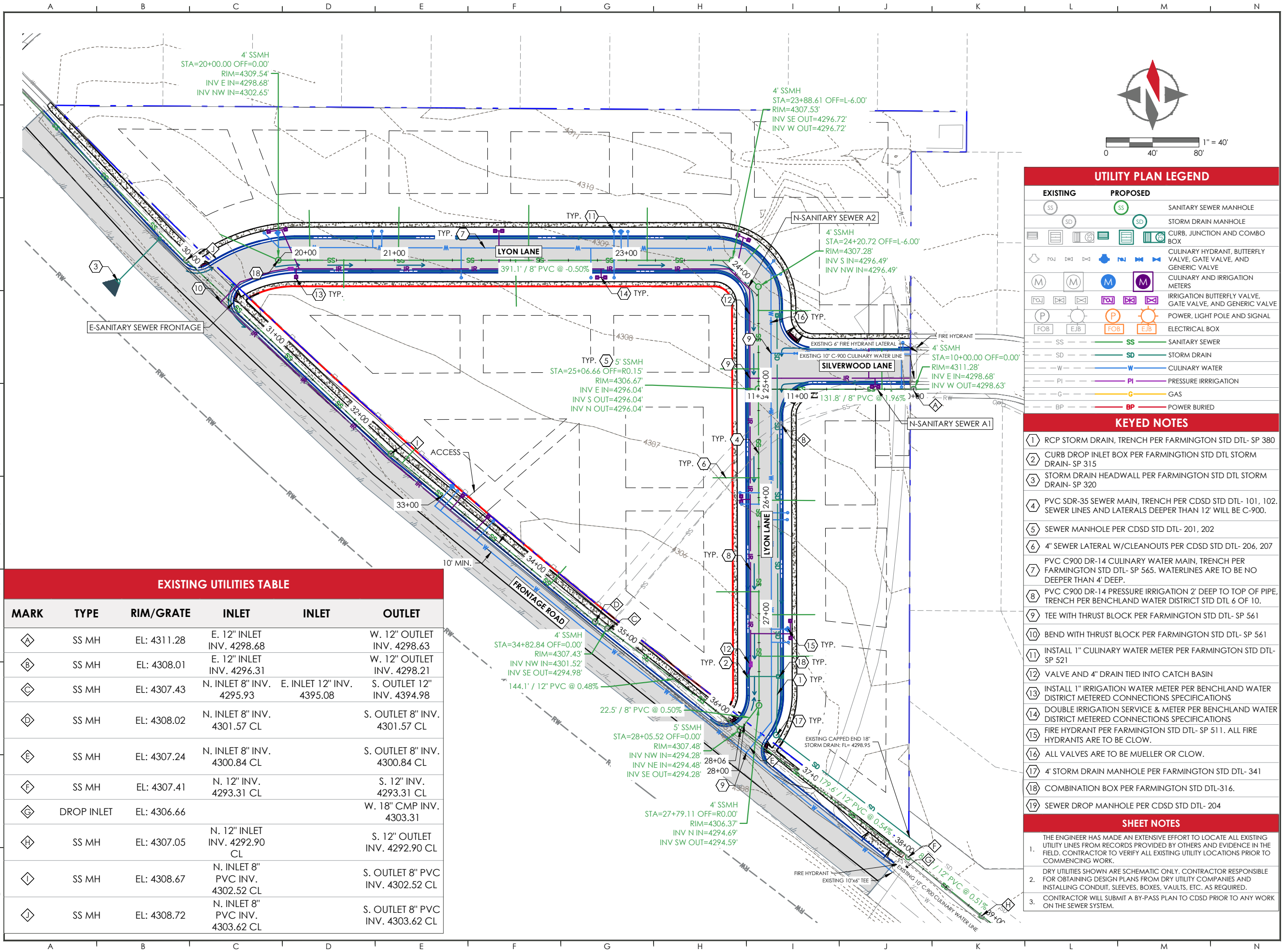
FILED IN: FILE OF PLATS

COUNTY RECORDER

LYON MEADOWS P.U.D SUBDIVISION PLAT 1 OF 1



I:\04:07 PM WEDNESDAY 07 MAY 2025 1 H:\PROJECTS\2023-0244 STEVE LYON\FARMINGTON SUBDIVISION\DRAWINGS\SHEETS\UTILITY PLAN.DWG



EXISTING UTILITIES TABLE

MARK	TYPE	RIM/GRATE	INLET	INLET	OUTLET
A	SS MH	EL: 4311.28	E. 12" INLET INV. 4298.68	W. 12" OUTLET INV. 4298.63	
B	SS MH	EL: 4308.01	E. 12" INLET INV. 4296.31	W. 12" OUTLET INV. 4298.21	
C	SS MH	EL: 4307.43	N. INLET 8" INV. 4295.93	E. INLET 12" INV. 4395.08	S. OUTLET 12" INV. 4394.98
D	SS MH	EL: 4308.02	N. INLET 8" INV. 4301.57 CL		S. OUTLET 8" INV. 4301.57 CL
E	SS MH	EL: 4307.24	N. INLET 8" INV. 4300.84 CL		S. OUTLET 8" INV. 4300.84 CL
F	SS MH	EL: 4307.41	N. 12" INV. 4293.31 CL		S. 12" INV. 4293.31 CL
G	DROP INLET	EL: 4306.66		W. 18" CMP INV. 4303.31	
H	SS MH	EL: 4307.05	N. 12" INLET INV. 4292.90 CL		S. 12" OUTLET INV. 4292.90 CL
I	SS MH	EL: 4308.67	N. INLET 8" PVC INV. 4302.52 CL		S. OUTLET 8" PVC INV. 4302.52 CL
J	SS MH	EL: 4308.72	N. INLET 8" PVC INV. 4303.62 CL		S. OUTLET 8" PVC INV. 4303.62 CL

UTILITY PLAN LEGEND

EXISTING	PROPOSED	
SS	SS	SANITARY SEWER MANHOLE
SD	SD	STORM DRAIN MANHOLE
		CURB, JUNCTION AND COMBO BOX
		CULINARY HYDRANT, BUTTERFLY VALVE, GATE VALVE, AND GENERIC VALVE
		CULINARY AND IRRIGATION METERS
		IRRIGATION BUTTERFLY VALVE, GATE VALVE, AND GENERIC VALVE
		POWER, LIGHT POLE AND SIGNAL
		ELECTRICAL BOX
SS	SS	SANITARY SEWER
SD	SD	STORM DRAIN
W	W	CULINARY WATER
PI	PI	PRESSURE IRRIGATION
G	G	GAS
BP	BP	POWER BURIED

KEYED NOTES

- RCP STORM DRAIN, TRENCH PER FARMINGTON STD DTL- SP 380
- CURB DROP INLET BOX PER FARMINGTON STD DTL STORM DRAIN- SP 315
- STORM DRAIN HEADWALL PER FARMINGTON STD DTL STORM DRAIN- SP 320
- PVC SDR-35 SEWER MAIN, TRENCH PER CDSO STD DTL- 101, 102. SEWER LINES AND LATERALS DEEPER THAN 12" WILL BE C-900.
- SEWER MANHOLE PER CDSO STD DTL- 201, 202
- 4" SEWER LATERAL W/CLEANOUTS PER CDSO STD DTL- 206, 207
- PVC C900 DR-14 CULINARY WATER MAIN, TRENCH PER FARMINGTON STD DTL- SP 565. WATERLINES ARE TO BE NO DEEPER THAN 4' DEEP.
- PVC C900 DR-14 PRESSURE IRRIGATION 2' DEEP TO TOP OF PIPE, TRENCH PER BENCHLAND WATER DISTRICT STD DTL 6 OF 10.
- TEE WITH THRUST BLOCK PER FARMINGTON STD DTL- SP 561
- BEND WITH THRUST BLOCK PER FARMINGTON STD DTL- SP 561
- INSTALL 1" CULINARY WATER METER PER FARMINGTON STD DTL- SP 521
- VALVE AND 4" DRAIN TIED INTO CATCH BASIN
- INSTALL 1" IRRIGATION WATER METER PER BENCHLAND WATER DISTRICT METERED CONNECTIONS SPECIFICATIONS
- DOUBLE IRRIGATION SERVICE & METER PER BENCHLAND WATER DISTRICT METERED CONNECTIONS SPECIFICATIONS
- FIRE HYDRANT PER FARMINGTON STD DTL- SP 511. ALL FIRE HYDRANTS ARE TO BE CLOW.
- ALL VALVES ARE TO BE MUELLER OR CLOW.
- 4' STORM DRAIN MANHOLE PER FARMINGTON STD DTL- 341
- COMBINATION BOX PER FARMINGTON STD DTL-316.
- SEWER DROP MANHOLE PER CDSO STD DTL- 204

SHEET NOTES

- THE ENGINEER HAS MADE AN EXTENSIVE EFFORT TO LOCATE ALL EXISTING UTILITY LINES FROM RECORDS PROVIDED BY OTHERS AND EVIDENCE IN THE FIELD. CONTRACTOR TO VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO COMMENCING WORK.
- DRY UTILITIES SHOWN ARE SCHEMATIC ONLY. CONTRACTOR RESPONSIBLE FOR OBTAINING DESIGN PLANS FROM DRY UTILITY COMPANIES AND INSTALLING CONDUIT, SLEEVES, BOXES, VAULTS, ETC. AS REQUIRED.
- CONTRACTOR WILL SUBMIT A BY-PASS PLAN TO CDSO PRIOR TO ANY WORK ON THE SEWER SYSTEM.

CONTACT INFORMATION

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

REVISIONS

LEGAL NOTICE

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

DESIGN

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

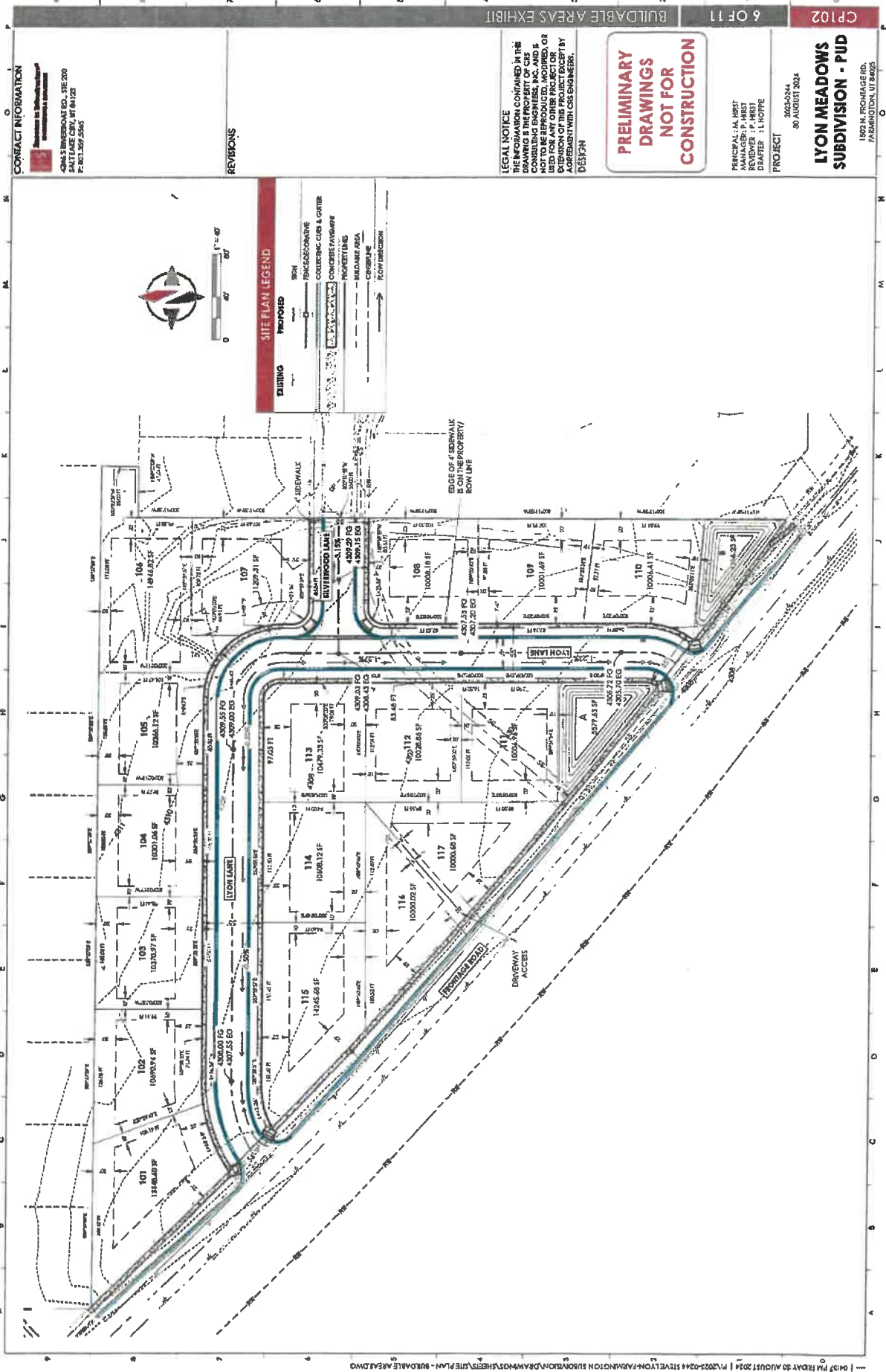
PROJECT

2023-0244
07 MAY 2025

LYON MEADOWS
SUBDIVISION - PUD

1502 N. FRONTAGE RD.
FARMINGTON, UT 84025

Approved by the CC on Oct 1, 2024



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

DEVELOPMENT AGREEMENT
FOR THE
LYON MEADOWS PUD SUBDIVISION

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 12th day of November, 2024, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **STEPHEN M. LYON**, acting as trustee of the **MYRIEL J. & ARLENE K. LYON FAMILY TRUST DATED FEBRUARY 1, 2009**, hereinafter referred to as the "Developer."

RECITALS:

A. Developer owns approximately 5.717 acres of land located within the City, identified as Parcel 08-033-0100 in the records of the Davis County Recorder, which property is more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property").

B. Developer desires to develop a project on the Property to be known as the Lyon Meadows PUD Subdivision (the "Project"). Developer has submitted an application to the City seeking approval of a zone overlay to Planned Unit Development (PUD) in accordance with the City's Laws.

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Assignment. The Developer intends to assign this Agreement and the property to a third party after receiving entitlements. The Developer may assign this Agreement, with all rights and interests herein only with prior written approval by the City, which shall not be unreasonably withheld and which is intended to assure the financial capability of the assignee. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. The Developer agrees that an assignment (the “Draft Assignment”) substantially similar to that attached to this Agreement as Exhibit D, which is incorporated by reference.

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

plat. This section survives termination under Subsection 21(b) of this Agreement, unless specifically terminated in writing.

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

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

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

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

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

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

To Developer:

To the City:

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

17. Default and Limited Remedies. In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within sixty (60) days after giving written notice of default, the non-defaulting party shall have the following rights and remedies available at law and in equity, including injunctive relief and specific performance, but excluding the award or recovery of any damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article

shall not operate as a waiver of such rights. In addition, the Parties have the following rights in case of default, which are intended to be cumulative:

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

18. Agreement to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Project.

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

20. Amendment. The Parties or their successors in interest, may, by written agreement, choose to amend this Agreement at any time. The amendment of the Agreement relating to any substantial rights or obligations shall require the prior approval of the City Council.

21. Termination.

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

(b) Upon the completion of all contemplated buildings and improvements identified in this Agreement, including all applicable warranty periods for publicly dedicated infrastructure, and completion of all provisions of Sections 4 and 5 of this Agreement, the terms of this Agreement shall terminate upon thirty days' written notice to either Party. The non-noticing Party shall, within thirty days of receipt of the notice, provide to the noticing Party its written objection and identify the remaining construction or obligation which has not been fulfilled. Objections to termination under this subsection must be asserted in good faith.

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

23. General Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Execution on Following Pages)

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

DEVELOPER

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

Stephen M. Lyon, Trustee


Signature

STATE OF UTAH)
 : ss.
COUNTY OF _____)

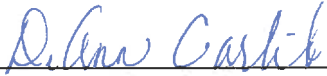
On this ____ day of _____, 20____, personally appeared before me, Stephen M. Lyon, who being by me duly sworn, did say that they are the trustee of the Myriel J. & Arlene K. Lyon Family Trust Dated February 1, 2009, and that the foregoing instrument was signed on behalf of said trust.

Notary Public

FARMINGTON CITY

By 
Brett Anderson, Mayor

Attest:


DeAnn Carlile
City Recorder



STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 13th day of November, 2024, personally appeared before me, Brett Anderson, who being by me duly sworn, did say that he is the Mayor of Farmington City, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of the City for the purposes therein stated.


Notary Public

Approved as to Form:



Paul H. Roberts
City Attorney



EXHIBIT "A"

PROPERTY DESCRIPTION

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

CONT. 5.717 ACRES

EXHIBIT B

**FINAL PUD MASTER PLAN
& ASSOCIATED DOCUMENTS**

EXHIBIT C
DEED RESTRICTION
FOR SSF LOTS

EXHIBIT D
DRAFT ASSIGNMENT

Upon recording return to:

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

3. Affordable Unit.

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

4. Occupancy Requirement.

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

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

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

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

5. City to Provide Analysis.

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

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

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

6. Advertisement.

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

7. Enforcement.

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

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

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

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

8. Covenants to Run with the Property.

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

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

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

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

9. Miscellaneous Provisions.

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

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

Grantor:

Attn: _____

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

City:

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

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

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

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

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

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

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

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

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

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

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

GRANTOR:

By: _____

Title: _____

STATE OF UTAH

ss:

COUNTY OF DAVIS

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

Notary Public
Printed Name: _____
My Commission Expires: _____

The terms of this Deed Restriction are acknowledged by:

CITY:

By: _____

Name: Brett Anderson

Title: Mayor

STATE OF UTAH

ss:

COUNTY OF DAVIS

In Davis County on this 13th day of November, 2024, before me personally appeared Brett Anderson, the Mayor of the Farmington City, to me known, and known by me to be the party executing the foregoing instrument, and he/she acknowledged said instrument, by him/her executed to be his/her free act and deed, in said capacity, and the free act and deed of Farmington City.

Carly Rowe
Notary Public

Printed Name: Carly Rowe

My Commission Expires: June 21, 2025



Exhibit A

Property Description
& Identification of Restricted Lot



**Farmington City
Planning Commission Staff Report
June 5, 2025**

Item 4: Amendments to Chapters 11-10, 11-11, 11-13, and 11-18 of the Zoning Ordinance

Public Hearing: Yes
Application No.: ZT-10-25
Applicant: Farmington City

Request: *Applicant* is requesting a recommendation for changes to multiple sections of Title 11, Planning and Zoning, to clarify that preservation of an historic resource may be used as an incentive for alternate lot standards and to bring the city's ordinances into compliance with State law which requires moderate income housing to be incentivized and voluntary.

Suggested Alternative Motion:

- A. Move that the Planning Commission recommend the City Council approve the following zone text amendments to Sections 11-10-040 and 11-11-050 of Chapters 11-10 and 11-11 and of the Zoning Ordinance titled "Agriculture Zones" and "Single-Family Residential Zones".

Findings:

1. The text amendments further implementation of, and is consistent with, an underlying goal of the general plan; that is, "Preserving [the City's] historic heritage".
2. The changes mirror language in a recently adopted Section 11-17-045 of the Original Townsite Residential (OTR) chapter of the Zoning Ordinance, which provides incentives for preserving an historic resource.
3. Historic resources are not limited to the OTR zone (i.e. central Farmington), but exist in other parts of the City as well.

OR

- B. Move that the Planning Commission recommend the City Council not approve the following zone text amendments to Sections 11-10-040 and 11-11-050 of Chapters 11-10 and 11-11 and of the Zoning Ordinance titled "Agriculture Zones" and "Single-Family Residential Zones".

Finding:

1. Proportionately many more historic resources exist in the OTR zone than other areas of the City, and the existing “or some other benefit” language in Chapters 10 and 11 allows the City to use its discretion to approve an historic resource preservation incentive elsewhere in the community if necessary.

AND

- C. Table consideration of changes to Chapters 13 and 18 (see supplementary information) of the Zoning Ordinance pending more input, discussion, and thoughts regarding the same.

Proposed Amendments:

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

2. Additional Lot Alternatives And Standards:

1. Alternatives:

- a. Open Space: As an incentive for a subdivider to provide open space, the City, at its discretion, may approve a transfer of development right (TDR) or conservation subdivision as follows:
 - (1) Additional lots are those the City approves in exchange for a TDR as set forth in section [11-28-240](#) of this title; or in exchange for which the City obtains improved or unimproved land in fee title, or easement, for public purposes, such as parks, trails, detention basins, etc. The value of which, and the total number of lots related thereto, shall be determined by the City at its sole discretion as part of the subdivision process. Any applicant seeking additional lots under this section must provide a subdivision yield plan as defined in [Chapter 2](#) of this title consistent with the underlying zone and the conventional subdivision standards within that zone to establish the base number of lots allowed prior to a request for additional lots, and the yield plan must also conform to subsections [11-12-070A](#) and B of this title.
 - (2) Additional lots under this section may also be available for subdivisions consisting of five (5) acres or more, or for subdivisions located in the Conservation Subdivision Overlay Zone as set forth in Chapter 12 of the title “Conservation Subdivision (CS) Overlay Zone And Development Standards”; or
- b. Moderate Income Housing: The City may approve a smaller lot size as set forth in the following table which will result in additional lots than what is conventionally allowed in the underlying zone as an incentive to a subdivider to provide moderate income housing.

Zone	Lot Area
AA	5 acres
A	1 acre
AE	½ acre

- (1) Minimum Requirement: Subdividers must provide or set aside lots (or dwelling units at the option of the City) equal in number to at least ten percent (10%) of the total number of lots approved for the subdivision for moderate income housing subject to recording a deed restriction(s) to ensure the required number of lots or units are available for a qualifying moderate income household; unless, at the sole discretion of, and by agreement with the City, the subdivider provides:
- (a) A fee in lieu thereof determined in consideration of factors set forth in Section 11-28-270 of this Title;
 - (b) Preserve an existing on-site historic resource (standards for historic resources are set forth in Chapter 11-39 of this Title); or
 - (c) Some other public benefit; or
 - (d) A combination of (a), ~~and (b)~~, and/or (c) above.

2. Alternate Standards:

- a. Following the subdivision yield plan defined in Chapter [11-2](#) and using the minimum standards of subsection A to establish a maximum number of lots, a subdivider may alter the lot area, width, setback, and other dimensional requirements of lots within a subdivision using standards set forth in subsection [11-12-070C](#).
- b. Lot area, width, setback, and other dimensional requirements for additional lots may meet such standards set forth in Chapter [12](#) of this title, but the number of lots in the subdivision cannot exceed the total number of lots resulting from the respective yield plan identified in section [11-12-070](#).

11-11-050: LOT AREA, WIDTH AND SETBACK STANDARDS:

B. Additional Lot Alternatives And Standards:

1. Alternatives:

- a. Open Space: As an incentive for a subdivider to provide open space, the City, at its discretion, may approve a transfer of development right (TDR) or conservation subdivision as follows:
 - (1) Additional lots are those the city approves in exchange for a TDR as set forth in section [11-28-240](#) of this title; or in exchange for which the City obtains improved or unimproved land in fee title, or easement, for public purposes, such as parks, trails, detention basins, etc. The value of which, and the total number of lots related thereto, shall be determined by the City at its sole discretion as part of the subdivision process. Any applicant seeking additional lots under this section must provide a subdivision yield plan as defined in Chapter 2 of this title consistent with the underlying zone and the conventional subdivision standards within that zone to establish the base number of lots allowed prior to a request for additional

lots, and the yield plan must also conform to subsections [11-12-070A](#). and B. of this title.

- (2) Additional lots under this section may also be available for subdivisions consisting of ten (10) acres or more, or for subdivisions located in the conservation subdivision overlay zone as set forth in Chapter 12 of the Title “Conservation Subdivision (CS) Overlay Zone And Development Standards”; or

- b. Moderate Income Housing: The City may approve a smaller lot size as set forth in the following table which will result in additional lots than what is conventionally allowed in the underlying zone as an incentive to a subdivider to provide moderate income housing.

Zone	Lot Area
R	8,000
LR	10,000
S	15,000
LS	20,000

- (1) Minimum Requirement: Subdividers must provide or set aside lots (or dwelling units at the option of the City) equal in number to at least ten percent (10%) of the total number of lots approved for the subdivision for moderate income housing subject to recording a deed restriction(s) to ensure the required number of lots or units are available for a qualifying moderate income household; unless, at the sole discretion of, and by agreement with the City, the subdivider provides:
- (a) A fee in lieu thereof determined in consideration of factors set forth in Section 11-28-270 of this Title;
 - (b) Preserve an existing on-site historic resource (standards for historic resources are set forth in Chapter 11-39 of this Title); or
 - (c) Some other public benefit; or
 - (d) A combination of (a), ~~and~~ (b), and/or (c) above.

2. Alternate Standards:

- a. Following the subdivision yield plan defined in Chapter [11-2](#) and using the minimum standards of subsection [11-11-050A](#) to establish a maximum number of lots, a subdivider may alter the lot area, width, setback, and other dimensional requirements of lots within a subdivision using standards set forth in subsection [11-12-070C](#).
- b. Lot area, width, setback, and other dimensional requirements for additional lots may meet such standards set forth in [Chapter 12](#) of this title, but the number of lots in the subdivision cannot exceed the total number of lots resulting from the respective yield plan identified in section [11-12-070](#).

Supplemental Information

State Code

Effective 5/4/2022

10-9a-535. Moderate income housing.

- (1) A municipality may only require the development of a certain number of moderate income housing units as a condition of approval of a land use application if:
 - (a) the municipality and the applicant enter into a written agreement regarding the number of moderate income housing units; or
 - (b) the municipality provides incentives for an applicant who agrees to include moderate income housing units in a development.
- (2) If an applicant does not agree to participate in the development of moderate income Housing Units Under Subsection [\(1\)\(a\)](#) or [\(b\)](#), a municipality may not take into consideration the applicant's decision in the municipality's determination of whether to approve or deny a land use application.
- (3) Notwithstanding Subsections [\(1\)](#) and [\(2\)](#), a municipality that imposes a resort community sales and use tax as described in Section [59-12-401](#), may require the development of a certain number of moderate income housing units as a condition of approval of a land use application if the requirement is in accordance with an ordinance enacted by the municipality before January 1, 2022.

CHAPTER 13 MULTIPLE-FAMILY RESIDENTIAL ZONES

11-13-035: MODERATE INCOME HOUSING:

A. Minimum Requirement: Developers must provide or set aside dwelling units equal in number at least to ten percent (10%) of the total number of dwelling units approved for the development for moderate income housing subject to recording a deed restriction(s) to ensure the required number of lots or units are available for a qualifying moderate income household; unless, at the sole discretion of, and by agreement with the City, the developer provides:

1. Open space;
2. A fee in lieu thereof determined in consideration of factors set forth in Section 11-28-270 of this Title;
3. Some other public benefit; or
4. A combination of 1, 2, and 3 above.

B. Exemption: Developments resulting in two (2) or fewer additional units are exempt from the minimum moderate-income housing requirements of this Section.

C. Additional Dwelling Units: The City Council may approve additional dwelling units than what is conventionally allowed in the underlying zone as an incentive to a developer to provide moderate income housing. (Ord. 2021-20, 8-3-2021; amd. Ord. 2024-06, 1-16-2024)

CHAPER 18 MIXED USE DISTRICTS

11-18-045: MODERATE INCOME HOUSING:

A. Minimum Requirement: Developers must provide or set aside dwelling units equal in number to at least ten percent (10%) of the total number of dwelling units approved for the development for moderate income housing subject to entering into an agreement with the City; unless, at the sole discretion of, and by agreement with the City, the developer provides:

1. Open space;
2. A fee in lieu thereof determined in consideration of factors set forth in Section 11-28-270 of this Title;
3. Some other public benefit; or
4. A combination of 1, 2, and 3 above.

B. Exemption: Developments resulting in two (2) or fewer additional dwelling units are exempt from the minimum moderate-income housing requirements of this Section.

C. Additional Dwelling Units: The City may approve additional dwelling units than what is conventionally allowed in the underlying zone as an incentive to a developer to provide moderate income housing. (Ord. 2021-20, 8-3-2021)

**FARMINGTON CITY
PLANNING COMMISSION**

May 22, 2025

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

Assistant Community Development Director/City Planner **Lyle Gibson** said Life Time should be starting construction next year. The technical items are 97% done, and they are still working with the Sewer District. The Commission plans to ask about the number of parking stalls. Commissioner **Kristen Sherlock** asked if there was any pushback from the gym at Station Park. Life Time believes their restaurants, kid care, and pools make them unique in the market.

Gibson said the City Council passed the change to the Commission’s bylaws at their May 20, 2025, meeting. He expects the Boyer Company not to be on an agenda until July. The City still has not received a formal application, and it will still need internal review. Several projects could be coming up pending financing. A development proposal in the Buffalo Ranch area may be coming. The Zions Bank on Main Street is looking to relocate. Commissioners said they would like hardware/home improvement stores in Farmington. **Gibson** said the Commission should expect things from Stack soon. Commissioners are invited to attend the June 3, 2025, City Council joint work session at 6 p.m. to discuss an update to the Parks General Plan.

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

Chair **Frank Adams** opened the meeting at 7:01 pm.

SITE PLAN AND SUBDIVISION APPLICATION – *no public hearing*

Item #1: LTF Real Estate Company Inc – Applicant is requesting approval for the final site plan and final subdivision for the Life Time project located at 1343 W. Maker Way (parcel ID 080600074), on 8.67 acres of property in the OMU (Office Mixed Use) zone

Assistant Community Development Director/City Planner **Lyle Gibson** presented this item. Life Time originally approached the City in 2022 to propose their facility at the subject location. Prior agreements required that the site be a non-residential use, and the Council approved the use of the property for this facility allowing for some deviation from mixed-use zoning standards for the site design. Since that time, construction of Innovator Drive and Maker Way has been completed, and Sego Homes and development to the west of the site is well underway. The building design and site plan have been updated and refined since the originally approved concept including a recent update approved by the Council allowing for the removal of outdoor pickleball courts. The existing agreements for this property require that there be 184 shared parking stalls in favor of the City/public on site to support the park under construction to the south. **Gibson** said this is ample parking and benefits the City. The fitness center is required to be at least 80,000 square feet in size, and the design should follow what is approved in the Project Master Plan (PMP).

A Final Site Plan consideration is an administrative act in which the Planning Commission is tasked with simply verifying whether or not the project has met the requirements previously determined by code or agreement with the Council. It is the opinion of Staff that the Site Plan and Plat meet applicable code, the required elements of the applicable Development Agreement, and is consistent with the approved PMP.

The Development Review Committee (DRC) has reviewed the construction drawings for this project multiple times and is ready to recommend approval from the Planning Commission for completion of the public review process. There is a known item remaining with the sewer design that is to be resolved. The applicant continues to work with the DRC and Sewer District while looking for assurance from the Planning Commission regarding the final site plan and building architecture.

Applicant **Ross Stickler** addressed the Commission. Life Time has operated more than 180 athletic resorts in 44 markets since 1992. They are the nation’s largest provider of children’s swimming lessons. They have a location in South Jordan. The Life Time Club provides resort-like amenities and programming as well as luxury interior and exterior design. They brought three pickleball courts indoors instead of outdoors as originally planned. This was in response to the City’s park across the street having six outdoor courts. They will have a sauna, cold plunge, concierge desk, locker rooms, kids club, resistance training, recovery areas, group training, free weights, cardio, Pilates, yoga, outdoor lap/leisure pools and deck, café/bistro, and lush landscaping. The South Jordan membership is \$189 per month, but

that may be changed. Two adults and one child would cost \$289 per month. There may be military and Senior Citizen discounts as well.

Everyone in the community is an ideal client including family members. It is not just for fitness gurus. He would like to get people from Salt Lake and the entire Davis County area. Hours of operation vary and can be 4 a.m. to midnight, with morning and evening hour peaks. In other areas, they welcome coffee clubs, book clubs, and group fitness groups. The indoor pool has six lap lanes.

Commissioner **Kristen Sherlock** appreciated the attention to the trees, as Farmington is known for its trees.

MOTION:

Tyler Turner made a motion that the Planning Commission approve the final site plan and final plat for Life Time Fitness subject to all applicable standards and regulations with the following condition:

- Construction drawings shall not be stamped, no site improvements shall commence, and no building permit application may be applied for until all remaining technical comments have been addressed by the City and applicable reviewing agencies.

Supplemental Information 1-5:

1. Vicinity Maps
2. Applicable Development Agreement
3. Site Plan and Supporting Plans
4. Subdivision Plat
5. Letters of Support

Tony Kalakis seconded the motion, which was unanimous.

Chair Frank Adams	X Aye ____Nay
Vice Chair Tyler Turner	X Aye ____Nay
Commissioner Kristen Sherlock	X Aye ____Nay
Commissioner Joey Hansen	X Aye ____Nay
Commissioner George "Tony" Kalakis	X Aye ____Nay

ZONE TEXT APPLICATION – public hearing

Item #2: Farmington City – Applicant is requesting a recommendation for a zone text amendment to Section 11-35, in order to allow Staff to approve certain home occupation requests as a permitted use outside of the main dwelling.

Gibson presented this item. The Planning Commission recently reviewed a Conditional Use application for an office building in a detached structure. The Commission directed Staff to consider a text amendment that would make this type of proposal a permitted use, saving time for reports, reducing time in meetings, and providing a more efficient predictable process for applicants. The proposed text amendment would allow certain low-impact home businesses to be considered by Staff as a permitted use.

Frank Adams opened and closed the public hearing at 7:21 PM, due to no comments being received.

MOTION:

Tyler Turner made a motion that the Planning Commission recommend the zone text amendment to 11-35 Home Occupations with a change on K: adding "external" before incidental use, and "any" external home occupation instead of "the."

Findings 1-2:

1. The proposed text amendment clarifies that a home occupation may conduct business off site like in the case of a handyman or landscaping business.
2. The amendment allows for more efficient processing of low-impact home occupations.

Supplemental Information 1:

1. Zone text language

Kristen Sherlock seconded the motion, which was unanimous.

Chair Frank Adams	X Aye ____Nay
Vice Chair Tyler Turner	X Aye ____Nay
Commissioner Kristen Sherlock	X Aye ____Nay
Commissioner Joey Hansen	X Aye ____Nay
Commissioner George "Tony" Kalakis	X Aye ____Nay

OTHER BUSINESS

Item #3: City Council Reports, Approval of Minutes, Upcoming Items & Trainings

- a. Planning Commission Minutes Approval: May 8, 2025. The vote was unanimous to approve.
- b. City Council Report for May 20, 2025. The Council accepted changes to the Commission bylaws and discussed its budget.
- c. Joint Planning Commission and City Council study session on June 3, 2025, at 6 p.m. for the Parks General Plan. A headcount is being requested.

ADJOURNMENT

Kristen Sherlock motioned to adjourn at 7:29 PM.

Chair Frank Adams	X Aye ____Nay
Vice Chair Tyler Turner	X Aye ____Nay
Commissioner Kristen Sherlock	X Aye ____Nay
Commissioner Joey Hansen	X Aye ____Nay
Commissioner George "Tony" Kalakis	X Aye ____Nay

Frank Adams, Chair

May 22th, 2025

Life Time Farmington



LIFETIME



180+ Athletic Resorts in 44 Markets since 1992



Founded
1992

Members
2.1M

Employees
36k

Life Time Club Highlights

Life Time Farmington

- ✓ Resort-Like Amenities and Programming
- ✓ Luxury Interior & Exterior Design



Site Plan

- ✓ Enhanced Circulation & Safety
- ✓ Pedestrian Connectivity
- ✓ Improved Access
- ✓ Resort-style Landscaping
- ✓ Maintained Parking Easement for users of Ivy Acres Park



Architecture

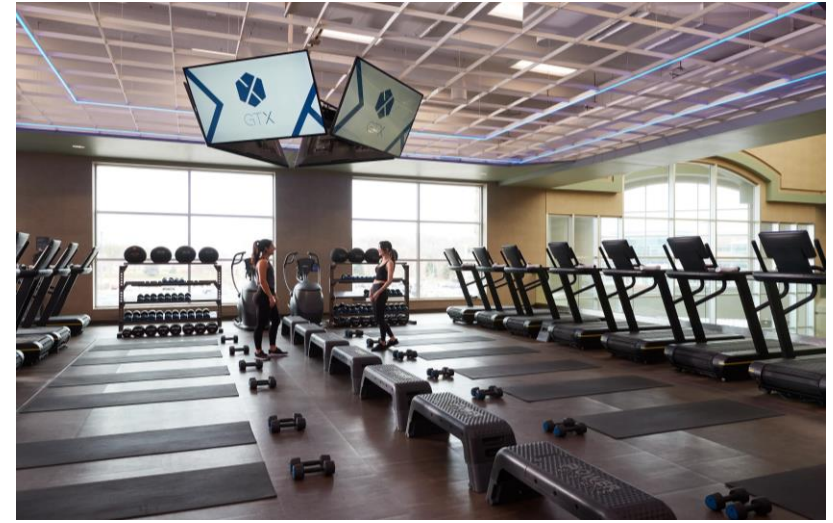
- Resort-like feel
- Timeless, durable materials
- Variety of forms & textures
- Brick, stone, metal panel, and EIFS



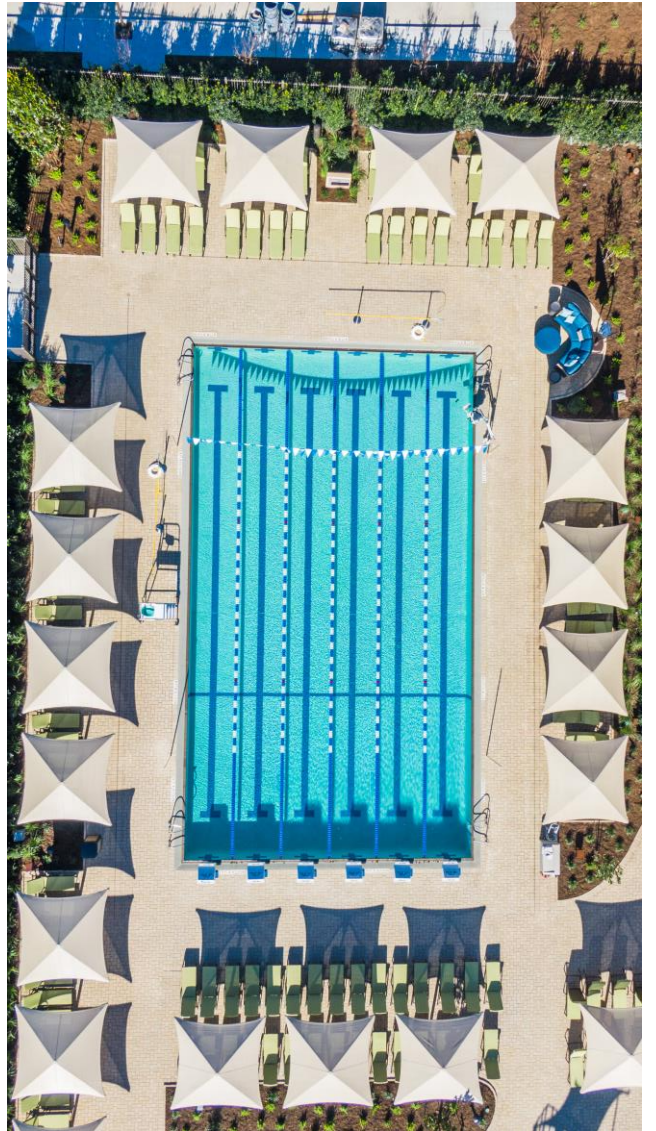
Interior – Look, Feel, Amenities



Interior – Look, Feel, Programming



Exterior – Look, Feel, Amenities



Questions?

Ross Stickler

651-707-3186

RStickler@lt.life



A full-page background image featuring two women exercising with battle ropes. The woman on the left is wearing a black tank top with 'DPT' and 'LIFE TIME PERSONAL TRAINING' printed on it, and black leggings. She is smiling and looking towards the right. The woman on the right is wearing a white patterned tank top and white shorts, and is looking directly at the camera. Both women are holding thick, dark battle ropes. The background is a clear, bright blue sky.

Appendix

Site Side-by-Side

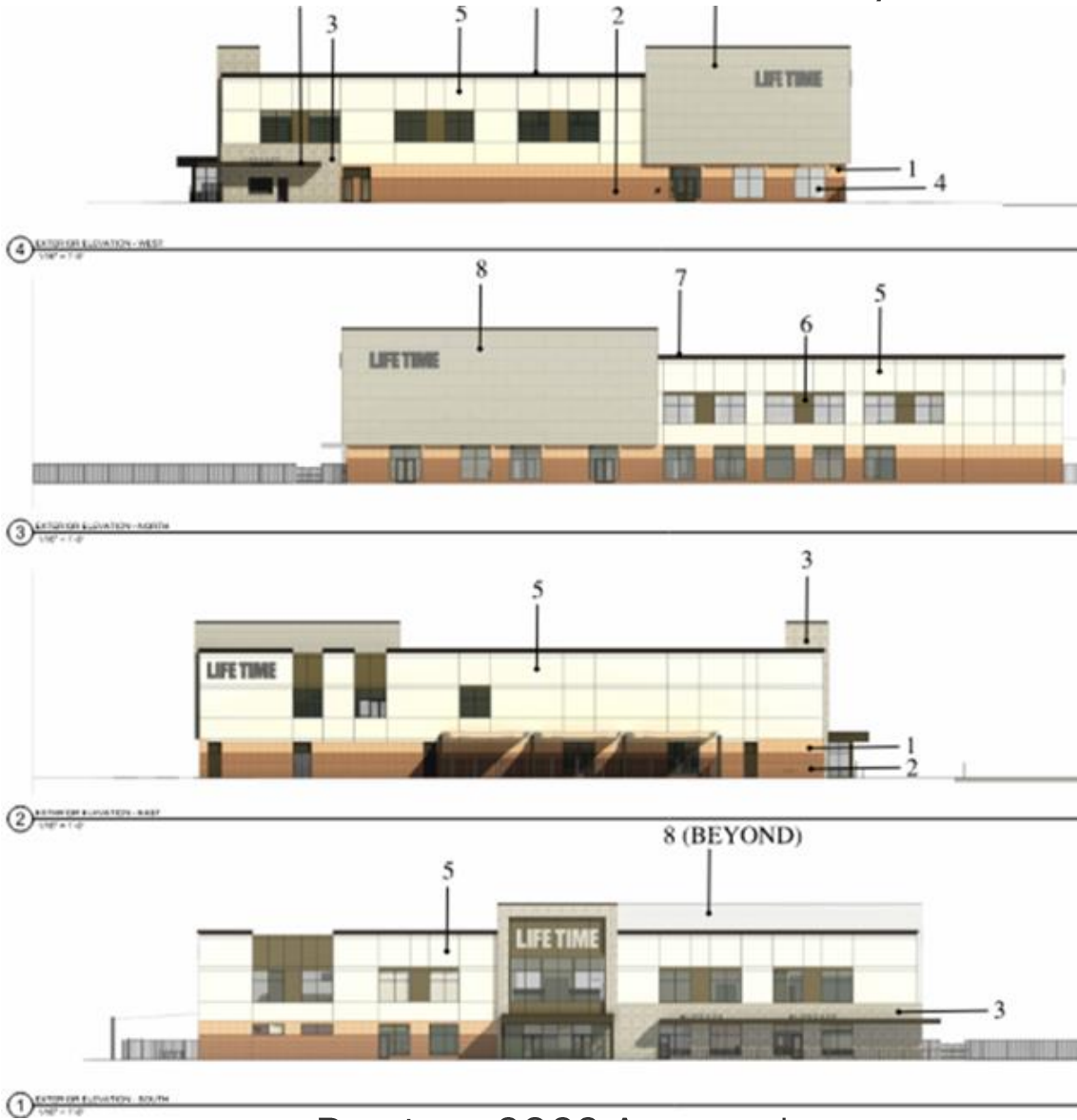


Previous 2022 Approval



2025 Council-Approved Site Plan

Side-by-Side Building Elevations



Previous 2022 Approval



2025 Council-Approved Site Plan

First Floor Plan

- Indoor Lap & Leisure Pool
- Luxury locker rooms with wet spa
- Café
- Kids Academy
- Life Time Work lounge

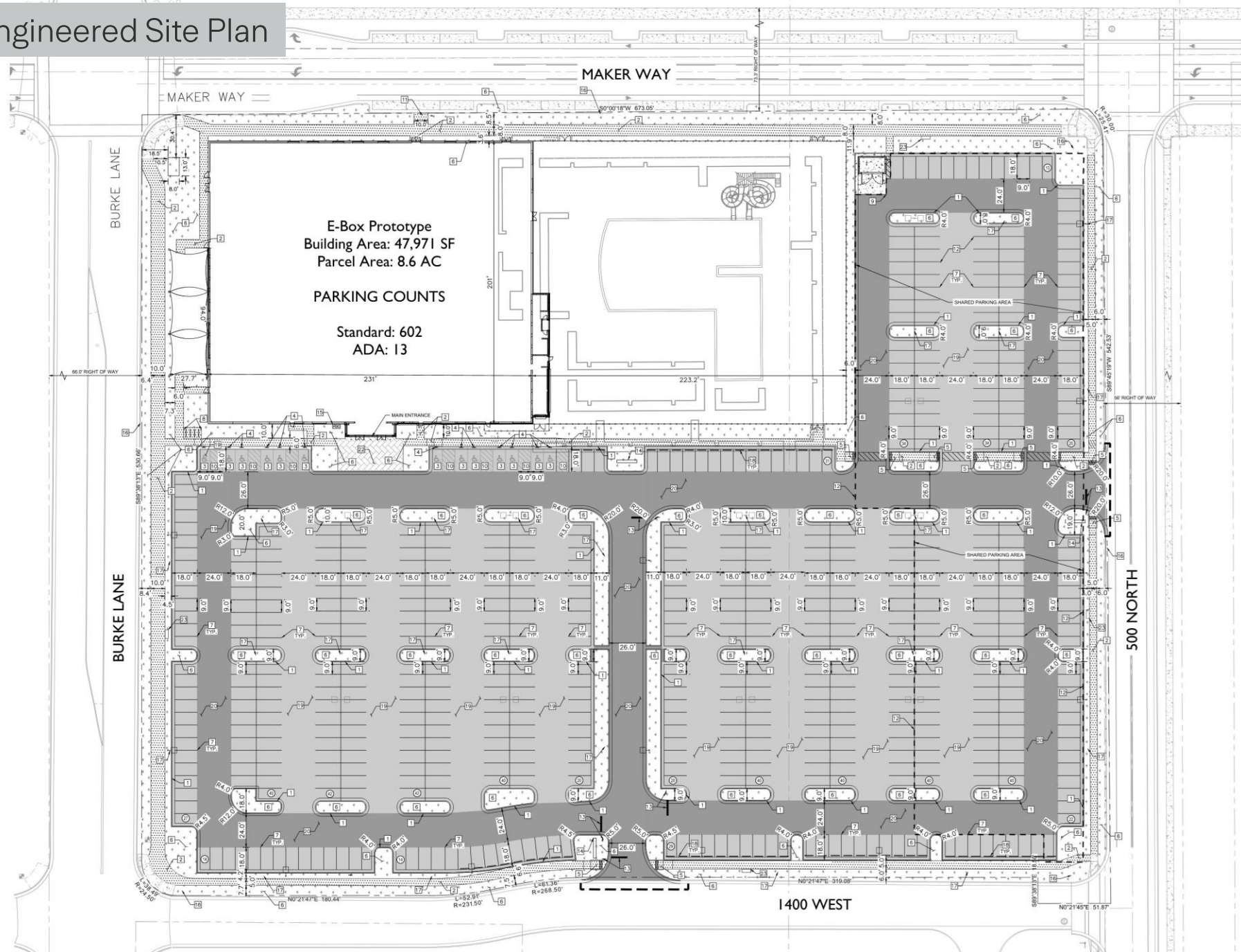


Second Floor Plan

- (3) Pickleball Courts
- Free Weights / Resistance
- Studio classrooms
- Recovery
- Signature Group Training



Engineered Site Plan



CONSTRUCTION NOTES

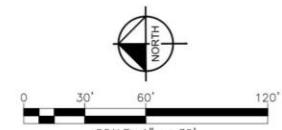
- 1. CONSTRUCT 6" TYPE A VERTICAL CURB AND GUTTER PER DETAIL ON SHEET 06.10.
- 2. PROPOSED SIDEWALK PER DETAIL ON SHEET 06.10.
- 3. ADA PARKING STALL. REFER TO SHEET 06.20 FOR STRIPING DETAILS.
- 4. FURNISH AND INSTALL ADA SIGN AND POST PER DETAIL ON 06.20.
- 5. FURNISH AND INSTALL CURB RAMP WITH DETECTABLE WARNING SURFACE PER DETAIL ON SHEET 06.10.
- 6. LANDSCAPE AREA (TYP). REFER TO LANDSCAPE PLAN FOR DETAILS.
- 7. PAINT 4" WIDE WHITE PARKING STRIPING PER MUTCD STANDARDS AND SPECIFICATIONS.
- 8. BICYCLE PARKING RACK. REFER TO ARCHITECTURAL PLANS FOR DETAILS.
- 9. TRASH ENCLOSURE LOCATION. REFER TO ARCHITECTURAL PLANS FOR DETAILS.
- 10. INSTALL 4" SOLID YELLOW LINE AT 24" SPACING AND 45° ANGLE WITHIN 4" SOLID YELLOW OUTLINE PER MUTCD STANDARDS AND SPECIFICATIONS.
- 11. PROPOSED NO PARKING/LOADING ZONE SIGN PER LIFETIME FITNESS REQUESTED HOURS AND DETAILS.
- 12. PROPOSED SHARED PARKING AREA.
- 13. STOP BAR AND STOP SIGN PER MUTCD STANDARDS.
- 14. PROPOSED MONUMENT SIGN. REFER TO ARCHITECTURAL PLANS FOR DETAILS.
- 15. PROPOSED FDC LOCATION. REFER TO UTILITY PLANS FOR DETAILS.
- 16. PROPOSED STREET LIGHT POLE. REFER TO DETAIL ON SHEET 06.10 FOR DETAILS.
- 17. PROPOSED INTERIOR PARKING LIGHT POLE. REFER TO LIGHTING PLANS FOR DETAILS.
- 18. CONCRETE WHEEL STOP. REFER TO DETAIL ON SHEET 06.20 FOR DETAILS.
- 19. CONSTRUCT STANDARD DUTY ASPHALT PAVEMENT PER PAVEMENT SECTION ON SHEET 06.10.
- 20. CONSTRUCT HEAVY DUTY ASPHALT PAVEMENT PER PAVEMENT SECTION ON SHEET 06.10.
- 21. CONSTRUCT HEAVY DUTY CONCRETE PAVEMENT PER PAVEMENT SECTION ON SHEET 06.10.
- 22. PROPOSED PEDESTRIAN PAVERS. REFER TO LANDSCAPE PLANS FOR DETAILS.
- 23. PROPOSED BENCH PER CITY OF FARMINGTON DETAIL ON SHEET 06.30, OR APPROVED EQUIVALENT.

SITE DATA

SITE LOCATION	SOUTHWEST QUADRANT OF 1525 W. AND BURKE LN. FARMINGTON, DAVIS COUNTY, UTAH
TOTAL SITE AREA	8.6 ACRES
BUILDING AREA	47,971 S.F. (12.8%)
OUTDOOR AMENITY AREA	43,685 S.F. (11.6%)
PARKING AND SERVICE AREA	230,809 S.F. (81.3%)
LANDSCAPE AREA	53,625 S.F. (14.3%)
EXISTING ZONING	OFFICE MIXED USE (OMU)
EXISTING USE	UNDEVELOPED
PROPOSED USE	FITNESS AND RECREATION FACILITY (PERMITTED)
BUILDING HEIGHT	2-STORY (3-STORY MAX ALLOWED)
BUILDING SETBACKS	
FRONT (BUILT-TO-RANGE)	MIN: 0' MAX: 20'
SIDE	LOCAL ROADS: 5' COLLECTOR ROADS: 0'
REAR	LOCAL ROADS: 10' COLLECTOR ROADS: 10'
PARKING REQUIREMENTS	DETERMINED BY PLANNING COMMISSION
OFF STREET PARKING STALLS PROVIDED	602 STALLS
ADA PARKING STALLS PROVIDED	13 STALLS (2% OF TOTAL STALLS)
PARKING DIMENSIONS	9 FEET X 18 FEET 24 FOOT DRIVE AISLES BURKE LANE IS A PRINCIPAL ROAD / MAJOR COLLECTOR - 10' PARK STRIP - 10' SIDEWALK - FRONT BUILT TO RANGE: 0' - 20'
ROAD CLASSIFICATION	

LEGEND

- PROPOSED PROPERTY LINE
- PROPOSED CURB AND GUTTER
- PROPOSED SAWTOOTH LINE
- PROPOSED STANDARD ASPHALT PAVEMENT
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT
- PROPOSED HEAVY DUTY CONCRETE PAVEMENT
- PROPOSED PEDESTRIAN PAVERS
- PROPOSED HEAVY DUTY VEHICLE RATED PAVERS
- PROPOSED LANDSCAPE, REFERENCE LANDSCAPE PLANS
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK



PROJECT INFORMATION

LIFE TIME FARMINGTON

FARMINGTON, UT

DRAWING LOG		
REV	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

CONFIDENTIALITY NOTICE

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DISCLAIMER

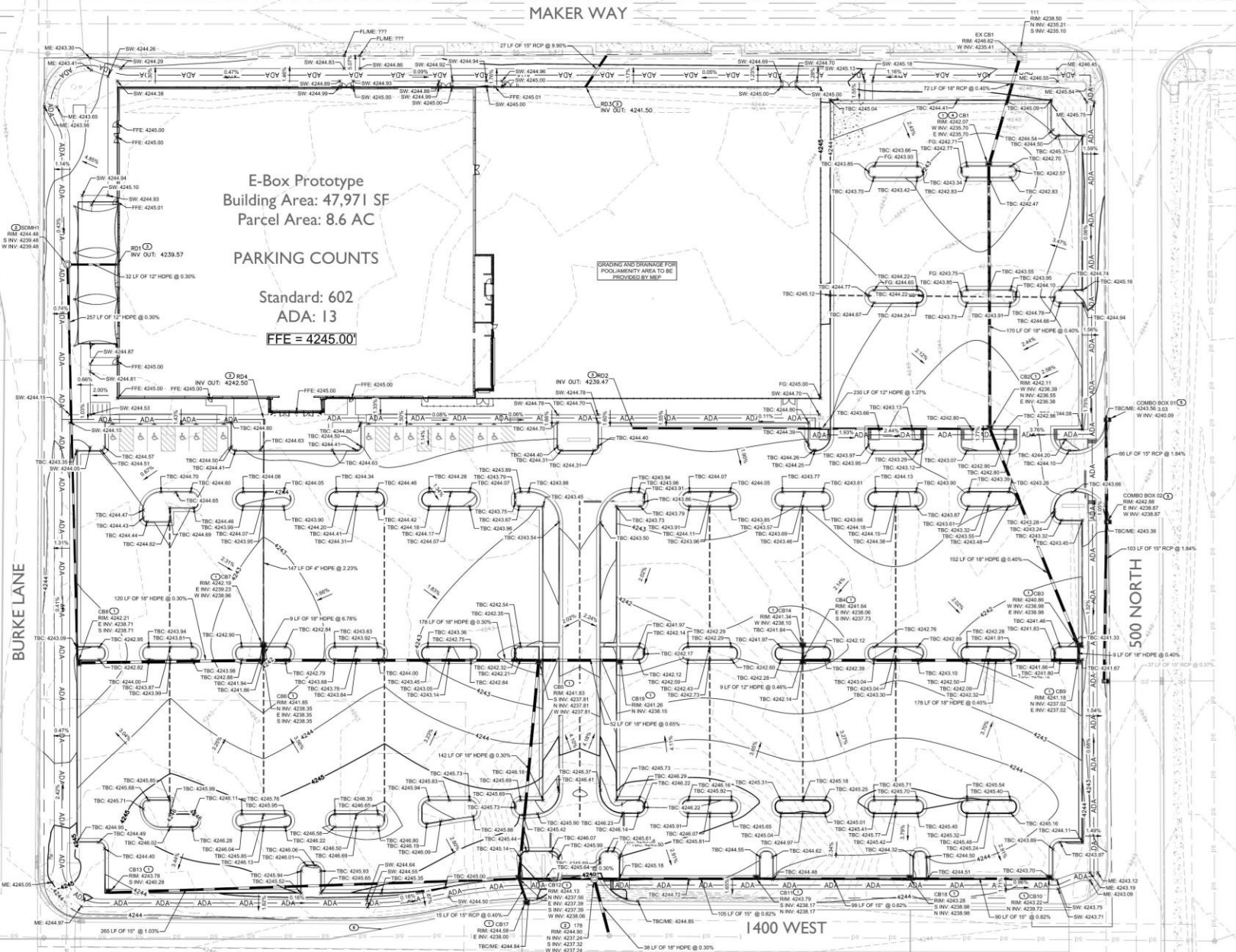
MAKER WAY AND 1400 WEST INFORMATION PER CAD FILE RECEIVED 6/30/2022. FINAL DESIGN SUBJECT TO CHANGE BASED ON MAKER WAY, 1400 SOUTH AND 1400 WEST DESIGN.

PRELIMINARY

FOR REVIEW ONLY NOT FOR CONSTRUCTION

OVERALL SITE PLAN

Grading Plan



GENERAL NOTE

1. CONTRACTOR TO VERIFY EXISTING GRASSES SHOWN ON THE PLAN.
2. CONTRACTOR TO ENSURE POSITIVE DRAINAGE. IF A CONFLICT OCCURS BETWEEN THESE REQUIREMENTS AND FIELD CONDITIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
3. ALL GRADING AND EARTHWORK SHALL BE PERFORMED IN ACCORDANCE WITH THE GEO-TECHNICAL ENGINEERING RECOMMENDATIONS.
- ENGINEER: WESTERN TECHNOLOGIES, INC.
ADDRESS: 425 WEST LAMARDA DRIVE
SALT LAKE CITY, UT 84115
PHONE: (801) 262-3650
FAX: (801) 262-3650
PROJECT NO: 6/7/7/2002
DATE: 6/22/2002
4. ALL EXISTING UTILITY LOCATIONS SHOWN HEREIN ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITY PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL UTILITIES ARE SHOWN HEREIN. THE ENGINEER ASSUMES NO LIABILITY FOR ANY UTILITIES NOT SHOWN OR NOT SHOWN IN THEIR PROPER LOCATION.
5. PROPER DRAINAGE WILL BE MAINTAINED AT LEAST 0.5% SLOPE FOR ALL GUTTERS AND DRAINAGE DITCHES. THE CONTRACTOR SHALL PROVIDE AND BIRD BARS. BARS MAY REQUIRE THE REPLACEMENT OF EXISTING CURBS AND GUTTER OR INSTALLING INLET STRUCTURES AT LOW POINTS.
6. ALL STORM DRAIN PIPE AND TRENCHES TO BE INSTALLED PER CITY STANDARD AND SPECIFICATION. SEE DETAIL_380-03 ON SHEET C6.02.

STORM DRAIN NOTES

1. PROPOSED CATCH BASIN PER CITY OF FARMINGTON DRAWING ON SHEET 06.20.
2. PROPOSED MANHOLE PER CITY OF FARMINGTON DRAWING WITH FRAME AND COVER. SEE SHEET 06.20.
3. PROPOSED 8" PVC ROR DRAIN CONNECTION PER CITY OF FARMINGTON STANDARDS AND SPECIFICATIONS. CONTRACTOR TO MAINTAIN 1% MINIMUM SLOPE.
4. PROPOSED SHOUT WATER QUALITY DEVICE PER DETAIL ON SHEET 06.20.
5. PROPOSED COMBINATION CATCH BASIN AND CLEANOUT BOX PER DETAIL ON SHEET 06.30.
6. CAUTION - POSSIBLE UTILITY CROSSING - FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION PRIOR TO CONSTRUCTION AND INFORM ENGINEER OF ANY DISCREPANCIES.

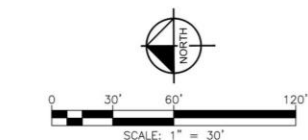
Project: Description: Date:	Life Time Farmington 100 Year Detention Sizing January 3, 2023																																																				
	100 Year Storm Pond Sizing																																																				
<table border="0"> <tr> <td>A =</td> <td>8.5</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Pavement Area</td> <td>230.89</td> <td>98</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Building</td> <td>91.656</td> <td>98</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Landscape</td> <td>53.625</td> <td>80</td> <td></td> <td>Building area + Outdoor Amenity Area</td> <td></td> </tr> <tr> <td>CK =</td> <td>95.30</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Q_{max} =</td> <td>1.79</td> <td>cfs</td> <td></td> <td></td> <td></td> </tr> <tr> <td>100-Yr. 3-H Precip</td> <td>2.28</td> <td>inches</td> <td></td> <td></td> <td></td> </tr> <tr> <td>S</td> <td>0.49</td> <td>inches</td> <td></td> <td></td> <td></td> </tr> </table>						A =	8.5					Pavement Area	230.89	98				Building	91.656	98				Landscape	53.625	80		Building area + Outdoor Amenity Area		CK =	95.30					Q _{max} =	1.79	cfs				100-Yr. 3-H Precip	2.28	inches				S	0.49	inches			
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Required Storage																																																					
Time Elapsed (min.)	Unit Hydrograph	Rainfall Total (in.)	Runoff (cu ft)	Allow. Discharge (cu ft/s)	Storage Req'd (cu ft)																																																
5	0.019	0.04	228	1611	-1383																																																
30	0.037	0.08	14	3222	-3208																																																
45	0.020	1.38	30300	4633	25197																																																
75	1.78	1.78	42173	6444	35729																																																
85	0.848	6.83	90555	8055	39013																																																
90	0.888	2.02	49022	9666																																																	
105	0.907	2.07	51152	11272	39875																																																
120	0.926	2.11	52504	12882	39816																																																
135	0.944	2.15	53786	14499	39287																																																
150	0.963	2.20	55142	16110	39032																																																
165	0.981	2.24	56427	17721	38706																																																
180	1	2.28	57796	19332	38454																																																
Required Storage =				0	cu. ft.																																																

LEGEND

-

ABREVIATIONS

- | | |
|----|-------------------------------|
| FG | FINISHED GRADE SPOT ELEVATION |
| FF | FINISHED FLOOR SPOT ELEVATION |
| TC | TOP OF CURB SPOT ELEVATION |
| FL | FLOW LINE SPOT ELEVATION |
| HP | HIGH POINT SPOT ELEVATION |



DEVELOPMENT

Kimley»Horn

East Broadway, Suite 600
Salt Lake City, UT 84111
tel. No. (385) 212-3178
PROJECT #093931000

PROJECT INFORMATION

LIFE TIME FARMINGTON
FARMINGTON, UT

DRAWING LOG	
DATE	DESCRIPTION

NOT FOR
CONSTRUCTION

CONFIDENTIALITY NOTICE

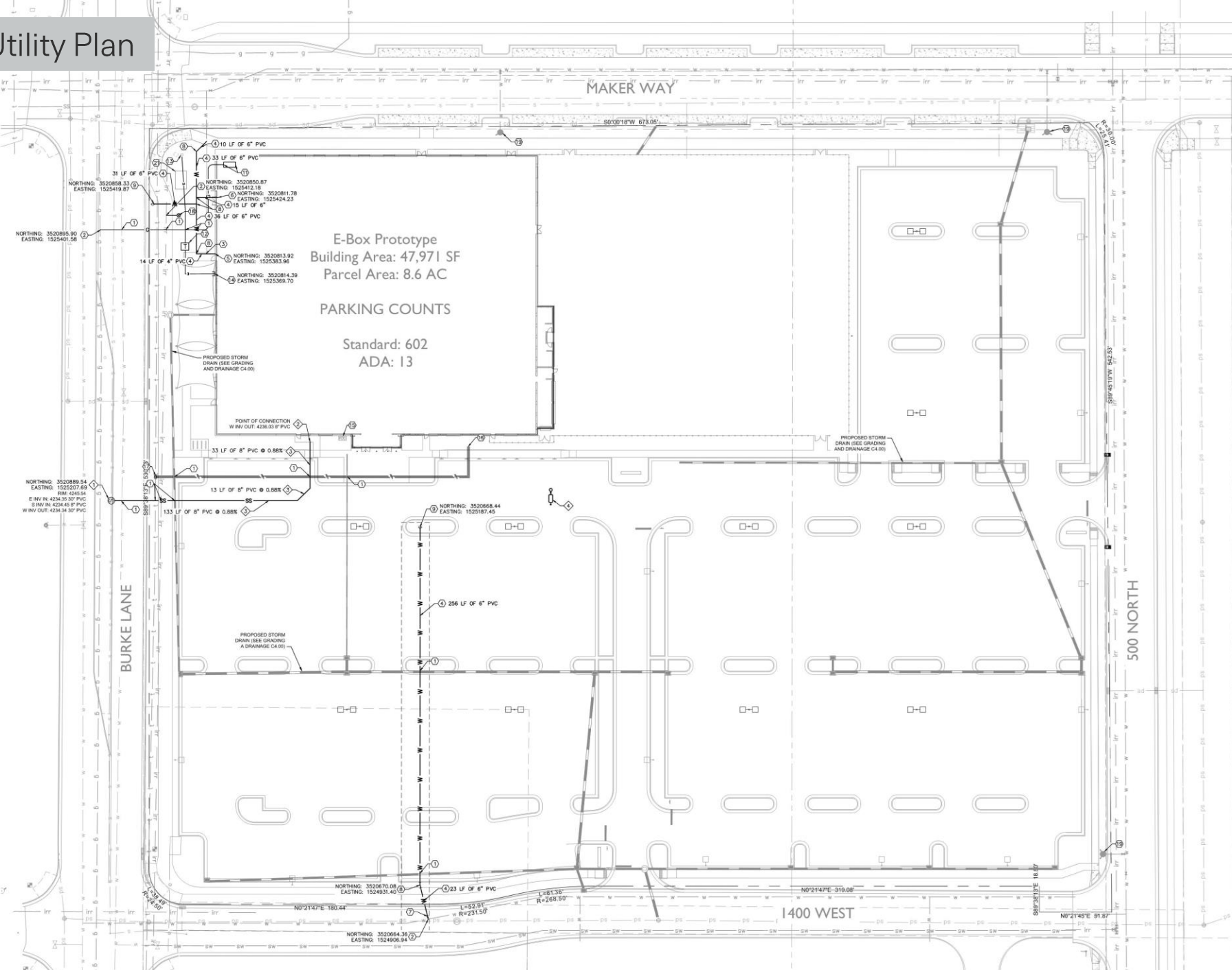
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DISCLAIMER:
 ER WAY AND 500 SOUTH
 INFORMATION PER CAD FILE
 RECEIVED 6/30/2022. FINAL DESIGN
 SUBJECT TO CHANGE BASED ON
 ER WAY, 500 SOUTH AND 1400
 IT DESIGN.

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GRADING AND DRAINAGE PLAN

Utility Plan



1. ALL EXISTING UTILITY LOCATIONS SHOWN HEREIN ARE APPROXIMATE. ONLY IF IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL UTILITIES ARE SHOWN HEREIN. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR PROPER LOCATION.
2. ALL ABOVE GROUND UTILITY APPEARANCES SHALL BE ADJUSTED TO MATCH PROPOSED FINISHED GRADE ELEVATIONS.
3. CONTRACTOR TO FIELD VERIFY EXISTING INVERT ELEVATIONS PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
4. PROJECT SHALL COMPLY WITH ALL UTAH DIVISION OF DRINKING WATER RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO BACKFLOW PROTECTION AND CROSS CONNECTION PREVENTION.
5. PROJECT SHALL COMPLY WITH ALL FARMINGTON CITY STANDARDS.
6. ALL CONSTRUCTION IN THE SANITARY SEWER LINE PUMP ZONE SHALL COMPLY WITH ALL CENTRAL DAVIS SEWER DISTRICT STANDARDS.
7. ALL FIRE HYDRANTS ARE TO BE CROW.
8. ALL VALVES ARE TO BE MUELLER OR CROW.
9. ALL WATER METERS IN CONCRETE WILL BE INSTALLED WITH A 30" METER BOX WITH A TRAFFIC RATE I.D.
10. ALL WATER PIPE TRENCHES TO BE INSTALLED PER CITY OF FARMINGTON STANDARDS AND SPECIFICATIONS. SEE CITY OF FARMINGTON DETAIL 565 SP ON SHEET C6.20.
11. ALL SEWER PIPE TRENCHES TO BE INSTALLED PER CENTRAL DAVIS SEWER DISTRICT STANDARDS AND SPECIFICATIONS. SEE CITY DETAIL 102 ON SHEET C6.10.
12. PROPOSED WATERLINES ARE PRIVATELY OWNED AND MAINTAINED BY LIFETIME.

UTILITY NOTES

1. CAUTION - POSSIBLE UTILITY CROSSING - FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION PRIOR TO CONSTRUCTION AND INFORM ENGINEER OF ANY DISCREPANCIES.
2. CONNECT TO EXISTING.
3. FURNISH AND INSTALL 8"x5', 4" METER BOX AND 3" METER AND SERVICE TO BE INSTALLED PER FARMINGTON CITY CONSTRUCTION STANDARDS AND SPECIFICATIONS. REFER TO DETAIL ON C6.10.
4. FURNISH AND INSTALL C900 18"-14" PVC DOMESTIC SERVICE PER FARMINGTON CITY STANDARDS. SIZE AND LENGTH PER PLAN.
5. PROPOSED 4" WATER STUB 5' FROM BUILDING. SEE MEP PLANS FOR CONTINUATION.
6. PROPOSED 6" FIRE STUB 5' FROM BUILDING. BP BACKFLOW PREVENTOR LOCATED IN FIRE RISER ROOM. SEE MEP PLANS FOR CONTINUATION.
7. FURNISH AND INSTALL WATER VALVE PER FARMINGTON CITY STANDARDS. REFER TO DETAIL ON SHEET 6.10.
8. FURNISH AND INSTALL BEND OR TEE WITH CONCRETE THRUST BLOCK PER DETAIL ON C6.20 REFER TO FARMINGTON CITY STANDARDS FOR MATERIAL AND CONSTRUCTION SPECIFICATIONS.
9. PROPOSED FIRE HYDRANT. REFER TO DETAIL ON SHEET 6.10.
10. WATERLINE VERTICAL LOOP UNDER EXISTING 30" RCP STORM DRAIN. REFER TO DETAIL ON SHEET 6.20.
11. 2" GAS SERVICE AND METER. CONTRACTOR SHALL COORDINATE EXACT LOCATION WITH COMMON ENERGY. SEE BUILDING/PLUMBING PLANS FOR EXACT LOCATION OF METER.
12. PROPOSED PAD-MOUNTED TRANSFORMER. CONTRACTOR SHALL COORDINATE EXACT LOCATION AND INSTALLATION OF TRANSFORMER AND LINE WITH ROCKY MOUNTAIN POWER.
13. CONNECT TO EXISTING ELECTRICAL SERVICE. CONTRACTOR SHALL COORDINATE ROUTING AND CONNECTION POINT WITH ROCKY MOUNTAIN POWER.
14. PROPOSED ELECTRICAL STUB 5' FROM BUILDING. SEE MEP PLANS FOR CONTINUATION.
15. FURNISH AND INSTALL FIRE DEPARTMENT CONNECTION (FDC). REFER TO MEP PLANS FOR CONTINUATION.
16. PROPOSED (2) 4" AND (2) 2" TELECOM STUB. SEE MEP PLANS FOR CONTINUATION.
17. TELECOM MANHOLES PER UTILITY COMPANY.
18. PROPOSED 1.5" IRRIGATION METER AND POINT OF CONNECTION PER CITY OF FARMINGTON STANDARDS ON SHEET C6.30. SEE IRRIGATION PLANS FOR CONTINUATION.
19. EXISTING FIRE HYDRANT TO REMAIN AND BE PROTECTED IN PLACE.
20. PROPOSED VERTICAL BEND. REFER TO SHEET. C6.20 FOR DETAILS.
21. EXISTING SWITCHGEAR TO REMAIN IN PLACE.

SANITARY SEWER NOTES

1. FURNISH AND INSTALL SANITARY SEWER MANHOLE AND CONNECT TO EXISTING SANITARY SEWER LINE PER CENTRAL DAVIS SEWER DISTRICT STANDARDS AND SPECIFICATIONS. REFER TO DETAIL ON SHEET C6.10.
2. POINT OF CONNECTION. SEE MEP PLANS FOR CONTINUATION.
3. FURNISH AND INSTALL PRIVATE 8" PVC ASTM D 3034, SDR-35 PIPE. CONTRACTOR TO MAINTAIN 4" MINIMUM COVER. SEE SHEET C6.10 FOR PROFILE.
4. FURNISH AND INSTALL GREASE TRAP. SEE MEP PLANS FOR DETAILS.

LEGEND

---	PROPERTY LINE
W	EXISTING WATER LINE
W	PROPOSED WATER LINE
IT	EXISTING IRRIGATION LINE
IT	PROPOSED IRRIGATION LINE
S	EXISTING SANITARY SEWER LINE
SS	PROPOSED SANITARY SEWER LINE
G	EXISTING GAS LINE
G	PROPOSED GAS LINE
E	EXISTING POWER LINE
E	PROPOSED POWER LINE
T	EXISTING UNDERGROUND TELECOM LINE
T	PROPOSED UNDERGROUND TELECOM LINE
SD	EXISTING STORM DRAIN LINE
SD	PROPOSED STORM DRAIN LINE
W	EXISTING FIREHYDRANT
W	PROPOSED FIREHYDRANT
W	EXISTING WATER VALVE
W	PROPOSED WATER VALVE
W	EXISTING WATER METER
W	PROPOSED WATER METER
W	PROPOSED SANITARY SEWER MANHOLE

KimleyHorn

111 East Broadway, Suite 900
Salt Lake City, UT 84103
Tel: 801.225.2171
KHA PROJECT #20230100

PROJECT INFORMATION

LIFE TIME FARMINGTON

FARMINGTON, UT

DRAWING LOG

REV	DATE	DESCRIPTION
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NOT FOR CONSTRUCTION

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UTILITY PLAN

PRELIMINARY

FOR REVIEW ONLY

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Landscape Plan

TREES TO ALIGN ON CENTER WITH PARKING STALLS, TYP.

BE-201

TRANSFORMER

LIFE TIME

POOL DECK LANDSCAPING TO BE PROVIDED IN FUTURE DESIGN PHASE

PEDESTRIAN PAVERS

H-101

MONUMENT SIGN

LIGHT POLE, TYP.

MONUMENT SIGN

MONUMENT SIGN

TREES

AG	Amelanchier x grandiflora 'Autumn Brilliance'	3" Cal.	12-14' Ht.	4
CO	Autumn Brilliance Serviceberry Specimen Tree, Multi-Trunk	2" Cal.	B&B	10' HT MIN.
GS	Celtis occidentalis 'Skyline'	2" Cal.	B&B	10' HT MIN.
GI	Gleditsia triacanthos 'Skyline'	2" Cal.	B&B	10' HT MIN.
GP	Gymnocladus dioica 'Mott-Branch'	2" Cal.	B&B	10' HT MIN.
KP	Koeleria paniculata 'Golden Rain Tree'	2" Cal.	B&B	10' HT MIN.
ZC	Zelkova serrata 'JFS-KW1'	2" Cal.	B&B	10' HT MIN.
ZG	Zelkova serrata 'Green Vase'	2" Cal.	B&B	10' HT MIN.

EVERGREEN TREES

JS	Juniperus chinensis 'Spartan'	1" Cal.	6' Ht. Min.	20
JM	Juniperus scopulorum 'Moonglow'	1" Cal.	B&B	5' HT
JG	Juniperus scopulorum 'Gray Gleam'	1" Cal.	B&B	5' HT
TH	Taxus x media 'Hicks'	1" Cal.	6' Ht. Min.	103

SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	SIZE	QTY
--------	------	-------------------------	------	------	-----

SHRUBS

BR	Berberis thunbergii 'Balladee' TM	5 gal.		57
BC	Berberis thunbergii 'Crimson Pygmy'	5 gal.	MATCHING	76
CK	Calamagrostis x acutiflora 'Karl Foerster'	1 gal.		143
CK2	Karl Foerster Feather Reed Grass	3 gal.	12" HT MIN	86
CH2	Cornus alba 'Balladee' TM	5 gal.	MATCHING	106
CK3	Cornus sericea 'Kelsey'	5 gal.		27
HH	Katsey's Dwarf Red Twig Dogwood	1 gal.	MATCHING	235
JB2	Juniperus horizontalis 'Blue Chip'	1 gal.	MATCHING	241
LL	Ligustrum x vicaryi 'Lodense'	5 gal.	MATCHING	40
PS	Panicum virgatum 'Shenandoah'	3 gal.	12" HT MIN	39
PH	Pennisetum alopecuroides 'Hameln'	1 gal.	MATCHING	485
PL2	Physocarpus opulifolius 'Little Devil' TM	5 gal.	MATCHING	35
PP	Prunus besseyi 'P0115' TM	5 gal.		42
PO	Prunus laurocerasus 'Otto Luyken'	5 gal.	24" FULL	15
RG	Rhus aromatica 'Gro-Low'	5 gal.	MATCHING	123

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
--------	------	-------------------------	------	-----

GROUND COVERS

ANN	ANNUALS	—	18 sf
TB	Turf Sod Biogass Biobule	—	1,736 sf

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY
--------	-------------	-----

CONCRETE		
----------	--	--

BE-201	Concrete Edge	25 #
--------	---------------	------

PLANTERS		
----------	--	--

H-101	PLANTER POTS - BASIS OF DESIGN: Landscape Forms Dune Planter (DS-23), Color: Sandstone	
-------	--	--

MULCH		
-------	--	--

1"	Screened Angular Stone, Color: Tan; 3" Depth	49,553 sf
----	--	-----------

PAVING		
--------	--	--

Pavers in Entry Plaza (PV-2)		1,096 sf
------------------------------	--	----------

See Specifications Section 32 14 00		
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LANDSCAPE REQUIREMENTS

ZONING: OMU (Office Mixed Use)
TOTAL SITE AREA: 374,616 SF (8.6 Ac)
TOTAL LANDSCAPE AREA: 53,625 SF

ORDINANCE NO. 2022-14
11-7-075 CONSTRUCTION STANDARDS

REQUIRED

PROVIDED

DEVELOPMENT

KimleyHorn

PROJECT INFORMATION

LIFE TIME FARMINGTON
FARMINGTON, UT

DRAWING LOG

REV	DATE	DESCRIPTION
-----	------	-------------

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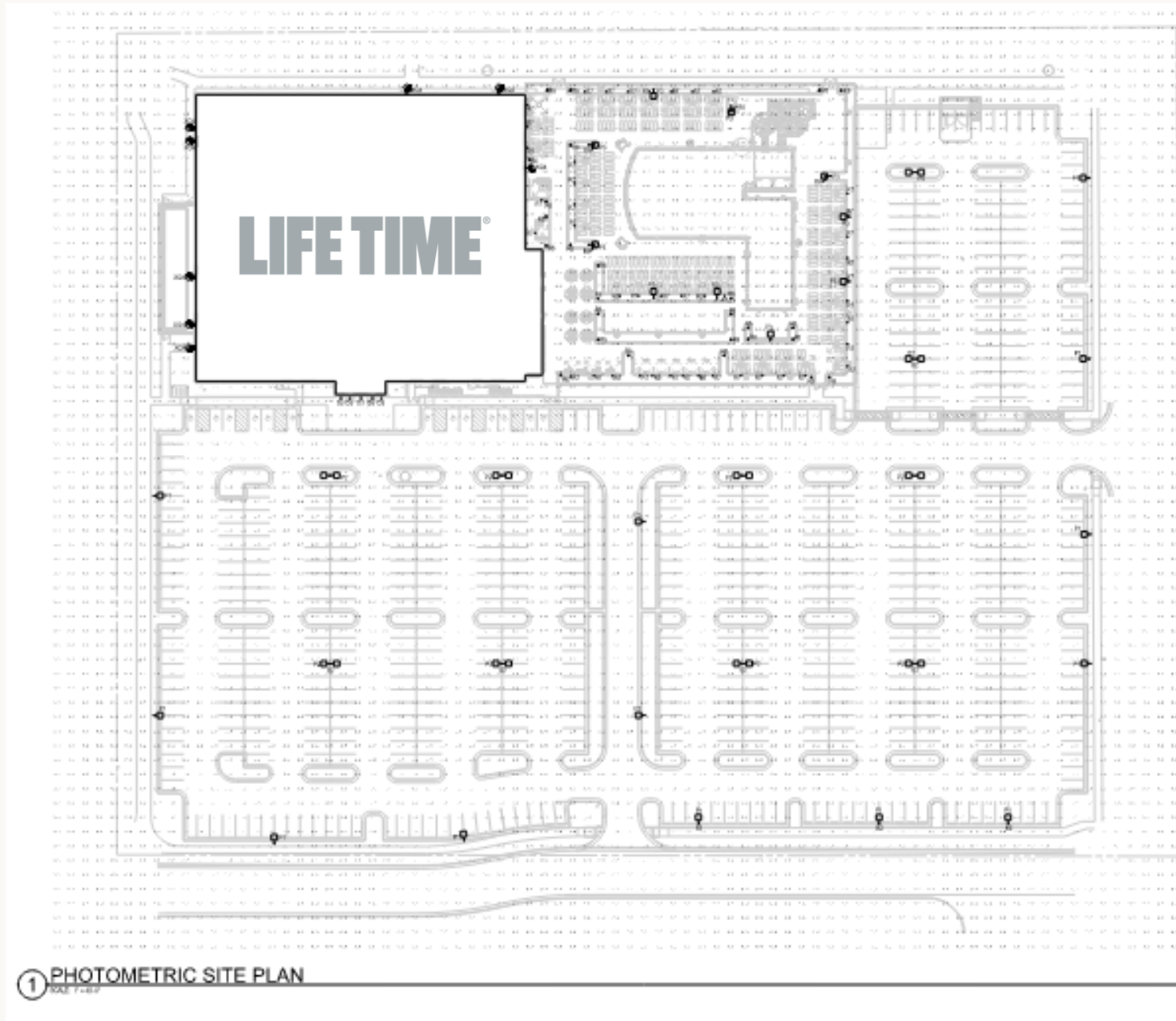
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LANDSCAPE PLAN

Site Photometric

- Provides ample lighting for members in parking lot and pool deck areas
- Meets City Code
- Down directional fixtures throughout parking lot and perimeter of site
- Landscape accent lighting at pool deck
- Coordinated with Landscape plans



Focus Areas



Healthy Planet – Forestation & Conservation

Conserving, preserving, and protecting the environment, so everyone can live healthy, happy lives.



Healthy People – Youth Nutrition

Supporting school food leaders in serving the most nourishing, delicious food possible.



Healthy People – Youth Movement

Empowering all kids to be active for life.

RUN



Chicago Fall Half Marathon



Chicago Spring Half Marathon



2025 Miami Marathon & Half (Opens 8/1)

MARQUEE RACES



GRAVEL & MTN BIKE



Big Sugar Gravel



Crusher in the Tushar



The Rad Dirt Fest



Little Sugar MTB



Lutsen 99er

LEADVILLE RACE SERIES



Stage Race



Marathon & Heavy Half (SOLD OUT)



Silver Rush 50 Run & MTB

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, June 3rd, 2025** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 6:00 pm in Conference Room 3 followed by the regular session at 7:00 pm in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website www.farmington.utah.gov. If you wish to email a comment for any of the listed public hearings, you may do so to dcarlile@farmington.utah.gov

COMBINED WORK SESSION WITH PLANNING COMMISSION - 6:00 p.m.

- Parks & Recreation Master Plan presentation
- Budget Discussion

REGULAR SESSION - 7:00 p.m.

CALL TO ORDER:

- Invocation – Roger Child, Councilmember
- Pledge of Allegiance – Scott Isaacson, Councilmember

PRESENTATIONS:

- Update from Davis County Commissioner John Croft

BUSINESS:

- Appointment of Shelby Willis as Fire Department Chief and administration of the Oath of Office
- Landmark Register Designation Request - James H Wilcox home
- Zone Text Amendment to Chapter 11-35, Home Occupation Permitted Uses
- Budget Discussion.

SUMMARY ACTION:

1. Surplus Property
2. The Trail – Evergreen Subdivision Amended Plat
3. Chip Seal FY 2026 Road Maintenance Project Bid
4. Crack Seal FY 2026 Road Maintenance Project Bid
5. Onyx FY 2026 Road Maintenance Project Bid
6. Overlays FY 2026 Road Maintenance Project Bid
7. Approval of Minutes 05.20.25

GOVERNING BODY REPORTS:

- City Manager Report
- Mayor Anderson & City Council Reports

ADJOURN

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

In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability, please contact DeAnn Carlile, City recorder at 801-939-9206 at least 24 hours in advance of the meeting.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website www.farmington.utah.gov and the Utah Public Notice website at www.utah.gov/pmn. Posted on May 29, 2025