



**FARMINGTON CITY
PLANNING COMMISSION**

September 18, 2025



FARMINGTON

MORE TIME FOR LIVING

PLANNING COMMISSION MEETING NOTICE AND AGENDA Thursday September 18, 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 **6:30 PM** prior to the **regular session which will begin at 7:00 PM** in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website at farmington.utah.gov. Any emailed comments for the listed public hearings, should be sent to crowe@farmington.utah.gov by 5 p.m. on the day listed above.

CONDITIONAL USE APPLICATION

1. Lalco, Inc. dba: Our Humble Hive – Applicant is requesting approval for the location of a monument sign at 79 N Main St.

REZONE AND SUBDIVISION APPLICATIONS – public hearings on both items 1 and 2

2. Elite Craft Homes – Applicant is requesting consideration of a Development Agreement and the Schematic Plan for the Sorrel Springs Subdivision at 638 N Compton Rd. This project consists of 10 lots on approximately 3.1 acres. S-02-25
3. Falk Family Office – Applicant is requesting consideration of a request to Rezone approximately 40 Acres of property from A-F (Agriculture-Foothill) to R-F (Residential-Foothill) zoning district and consideration of a Schematic Subdivision and Preliminary PUD Master Plan for The Farmington Reserve – The Garden project from approximately 1100 South to approximately 1500 South, East of 200 East Street. S-11-24

OTHER BUSINESS

4. City Council Reports, Approval of Minutes, Upcoming Items & Trainings.
 - a. Planning Commission Minutes Approval: 09.04.2025
 - b. City Council Report: 09.16.2025
 - 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.

Any person wishing to address the Commission for items listed as Public Hearings will be recognized when the Public Hearing for such agenda item is opened. At such time, any person, as recognized by the Chair, may address the Commission regarding an item on this meeting agenda. Each person will have up to three (3) minutes. The Chair, in its sole discretion, may reduce the speaker time limit uniformly to accommodate the number of speakers or improve meeting efficiency.

CERTIFICATE OF POSTING 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 September 12, 2025. Carly Rowe, Planning Secretary



Farmington City Planning Commission Staff Report September 18, 2025

Item 1: Consideration of an exception for the placement of a monument sign for Our Humble Hive.

Public Hearing:	Yes
Application No.:	S-2-25
Property Address:	79 N. Main St.
General Plan Designation:	OTR (Original Townsite Residential)
Zone:	OTR (Original Townsite Residential)
Area:	Approx. 3.1 Acres
Number of Lots:	10 Lots
Property Owner/Applicant:	Kara Lopez / Bryan Jennings

Request: *Consideration of an exception for the placement of a monument sign.*

Background Information

Our Humble Hive will be conducting business at the subject address. The property has been used for business activity for many years and is located in the BR (Business Residential) district. To help inform others of their business, they looking for permission to install a sign in front of the store along Main Street. The type of sign being proposed is considered a 'monument sign which has a required set back of 10' from the property line along the Main Street right of way and 25' from neighboring properties to the north and south.

The property line is essentially at the back of sidewalk and there is only 10' between the sidewalk and building to use. In addition, the lot is narrow enough that to place it where desired there would only be 21' to the neighboring property to the north.

Because of the historic nature of the BR zone and the anticipation that exceptions would be needed to the typical standards, the city code allows for the Planning Commission to approve deviations from this standard through the conditional use process.

It is the opinion of staff that the proposed sign is of a character consistent with the area and supportive of the downtown master plan. The proposed placement will not hinder traffic safety or visibility of pedestrians in an unsafe manner.

15-5-020: BUSINESS AND SPECIAL USE ZONES:

The business/residential district BR and special use district B are considered to be unique districts in the city and, as such, allow a mix of residential, office and low intensity commercial uses. Signs in these districts are subject to all standards set forth in this title and to the following additional standards: (Ord. 2012-32, 10-16-2012)

A. Residential Uses, Developments: Signs for residential uses and developments in these districts shall be limited to those types listed in section 15-5-010 of this chapter.

B. Office, Commercial Uses: For office and commercial uses in these districts, only the following additional signs are permitted:

1. Awning signs;
2. Changeable copy signs;
3. Directory signs;
4. Identification signs;
5. Monument signs;
6. Project identification signs;
7. Projecting signs;
8. Temporary signs;
9. Service signs; and
10. Wall signs.

C. Ground Signs Prohibited: Ground signs, as defined in section 15-1-040 of this title, are not permitted.

D. Setback: The minimum setback from front property lines shall be ten feet (10'). If widening of public streets is planned or projected, this setback shall be measured from the future right of way line.

E. Size Of Temporary Signs: Temporary signs shall not exceed sixteen (16) square feet in size.

F. Wall Signs: The maximum area of wall signs shall not exceed ten percent (10%) of the front building face of a main building and five percent (5%) of not more than one additional building face. For the purpose of this title, canopies over gasoline islands shall be considered accessory structures and may have wall signs incorporated into them which cover not more than twenty percent (20%) of the fascia of the roof portion of such structures.

G. Monument Sign For Complex: Each business or commercial complex may have one monument sign for each separate public street frontage. Such signs shall be set back a minimum of twenty five feet (25') from side property lines.

H. Master Plan For Signs: When site plan review is required for a proposed development, a master plan for signs shall be included with the application.

I. Exceptions: Exceptions to the provisions of this section may be made for signs for office and commercial uses within the business/residential (BR) zone. Such exceptions shall be requested and reviewed in accordance with the conditional use permit process set forth in title 11, chapter 8 of this code. This exception is founded upon the provisions of the downtown master plan for Farmington City. As noted in the downtown master plan, the downtown area of the city contains mixed and diverse uses necessitating and requiring flexibility and discretion in implementing and allowing special deviations from standard requirements of the zoning ordinance and other regulations in this area.

While staff is not sure how to link this to the downtown plan as it doesn't speak much to signage... I think it speaks for itself as a sign that fits the character of the area.

Downtown Master Plan:

<https://farmington.utah.gov/wp-content/uploads/2023/07/Downtown-Master-Plan-Civitas-1996.pdf>

Suggested Motion

Move that the Planning Commission approve the location of the monument sign for Our Humble Hive at 79 N Main Street as proposed.

Findings:

1. The character of the sign fits the vibe for the Main Street area and is compatible with the Downtown Master Plan.
2. The sign will not create detrimental impacts that require additional conditions for mitigation.
3. The nature of the property is such that meeting the base standard is not viable.

Supplemental Information

1. Vicinity Map
2. Recent Photos of the Subject Property
3. Plans for Sign

Vicinity Map

79 North Main Street



Vicinity Map

79 North Main Street



Vicinity Map

79 North Main Street









Identity
Signs

Salt Lake, UT | Seattle, WA
801.748.4750
sales@idsignco.com

Job # 56316

Client
Our Humble Hive

Address
97 N Main St
Farmington, UT 84025

Property Owner
Jenny Lalli

Zone
Commercial

Date | Revision | Drawn by
08.18.25 | Permit | SM

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Sales Person
Kyle Germer

Project Manager
Kara Lopez

Designer
Storey

VICINITY MAP



PROPERTY MAP



SITE PLAN



SIGN LEGEND

A

Standing Post Sign

qty 117.2ft²S/S



Salt Lake, UT | Seattle, WA
801.748.4750
sales@idsignco.com

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Our Humble Hive

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97 N Main St
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Sales Person
Kyle Germer

Project Manager
Kara Lopez

Designer
Storey

<div><div><div>A</div></div><div>SIGN TYPE [sign]</div></div>		
Description Painted aluminum panels w/vinyl prints mounted to aluminum posts & supported by aluminum angle supports. Buried 24" below ground.		
Voltage N/A		
Square Feet of Proposed Sign17.3	Sign Weight106 lbs	Elevation E
Sq Ft Allowed by City50		

EXISTING CONDITIONS

Site Notes/Prep Prep and dig area to bury aluminum posts.
SIGN RENDERING


SIGN SPECIFICATIONS	
<div><div><div><div><div></div><div>Sign Face:</div><div><ul style="list-style-type: none">• .125" aluminum panels, painted PMS cool gray 11C mounted to aluminum posts• IJ180C vinyl prints applied to face</div></div></div><div><div><div><div><div></div><div>Panels mounted to aluminum angle supports</div></div><div><div>31"</div></div><div><div>52"</div><div>31"</div><div>40"</div><div>17"</div><div>24"</div></div><div><div>37"</div><div>40"</div><div>48"</div></div><div>FRONT VIEW</div></div><div><div><div><div><div></div><div>Plastic acorn-shaped finials (4" wide to fit post)</div></div><div><div>1"</div></div><div><div>4" aluminum posts buried in ground (See Fig. A for installation details)</div></div><div>SIDE VIEW</div></div></div></div></div></div></div></div>	
<div><div><div></div><div>Paint Match PMS Cool Gray 11 C</div></div></div>	

<div><div><div>id</div><div>Identity Signs</div></div><div>Salt Lake, UT Seattle, WA 801.748.4750 sales@idsignco.com</div></div>	Job # 56316
Client Our Humble Hive	
Address 97 N Main St Farmington, UT 84025	
Property Owner Jenny Lalli	
Zone Commercial	
Date Revision Drawn by 08.18.25 Permit SM	
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Sales Person Kyle Germer	
Project Manager Kara Lopez	
Designer Storey	
Page 3 of 4	



Farmington City Planning Commission Staff Report September 18, 2025

Item 2: Consideration of an agreement for Alternate Standards for the Sorrel Springs Subdivision.

Public Hearing:	Yes
Application No.:	S-2-25
Property Address:	638 N Compton Rd.
General Plan Designation:	OTR (Original Townsite Residential)
Zone:	OTR (Original Townsite Residential)
Area:	Approx. 3.1 Acres
Number of Lots:	10 Lots
Property Owner/Applicant:	Lance Evans / Elite Craft Homes

Request: *Consideration of an Agreement allowing flexibility in lot sizes and right of way design for the preservation of a historic home.*

Background Information

The applicant has worked with staff on the subject property to consider development of single family home lots. The initial interest and direction of the applicant was to simply comply with the typical standards of the OTR zone to which they designed a subdivision with standard lot sizes and road improvements which would not have required any public meetings as it is a staff level approval. However, there is a house that was originally built in 1890 on site and while not currently a property eligible for the national historic register, sentiment has been expressed to preserve it if possible. In order to preserve the home the original subdivision design needed to be reconfigured forcing a need for variation in lot sizes and a proposed public road with non-standard sidewalk being that it is only on the south side.

The majority of Farmington is subject to residential and agricultural zoning districts codified in Chapters 10 and 11 of the zoning ordinance. These areas allow for flexibility or alternate lot sizes based on an established yield without the need to receive approval by agreement. The OTR zoning district does not grant this flexibility as easily though it may be the part of the city with the most need for flexibility considering its history of development.

The applicable code states:

11-17-045: ALTERNATIVE LOT AND SETBACK STANDARDS, AND ADDITIONAL LOTS:

A. Alternative Standards: Following the subdivision yield plan defined in Chapter 11-2 and using the minimum standards of subsection [11-17-040A](#) to establish a maximum number of lots, a subdivider may alter the lot area, width, and side and side corner setbacks of lots for main buildings within a subdivision using standards for the LR zone delineated in subsection [11-12-090](#), if the subdivider, at the sole discretion of, and by agreement with the City, implements one of the following public benefits:

1. 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 (or an alternative proposal acceptable to the City if the subdivision is less than 10 lots) 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, or pays a fee in lieu thereof for moderate income housing determined in consideration of factors set forth in Chapter 11-28 of this Title; or
2. Preserve an existing on-site historic resource (standards for historic resources are set forth in Chapter 11-39 of this Title); or
3. Create open space; or
4. Establish some other public benefit; or
5. Provide a combination of 1, 2, 3, and/or 4 above.

B. Additional Lots: The City Council may approve additional lots than what is conventionally allowed in the underlying zone as an incentive to a subdivider to provide a public benefit.

A yield plan has been provided establishing the number of lots and city staff is recommending approval of the alternate standards following FMC 11-17-045 (A)(2).

Suggested Motion

Move that the Planning Commission recommend approval of the Agreement permitting the use of Alternative Lot Standards and non-standard public right of way improvements.

Findings:

1. The proposed development is consistent with the Farmington City General Plan and vision for the area.
2. The subdivision as designed creates a desirable neighborhood that is consistent with the OTR zoning district and surrounding neighborhoods.
3. As designed, the development can be serviced by required utility providers and establishes a street network capable of handling the number of units proposed.
4. The preservation of the existing historic home on site qualifies the project for consideration of alternative lot size and standards per Section 11-17-045 of the City Code.

Supplemental Information

1. Vicinity Map
2. Agreement for Alternative Standards
3. Subdivision Plan

Vicinity Map

Sorrel Springs Subdivision



638 North Compton Road

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

**AGREEMENT FOR ALTERNATE STANDARDS FOR
THE SORREL SPRINGS SUBDIVISION**

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2025, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **ELITE CRAFT HOMES, LLC**, hereinafter referred to as the “Developer.”

RECITALS:

A. Developer owns approximately 3.1 acres of land located within the City, identified as Parcel 07-014-0067 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 Sorrel Springs Subdivision (the “Project”). Developer has submitted an application to the City seeking approval of alternate development standards in accordance with the City’s Laws.

C. The Property is presently zoned under the City’s zoning ordinance as OTR (Original Townsite Residential). 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”) unless otherwise exempted herein.

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.

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) **Preservation of Home.** As a condition to qualify for Alternative Standards, as stated in §11-17-045 (A)(2) of the Farmington Municipal Code, Developer has agreed to preserve the existing home on the property. Preserve in this case shall mean that the home will not be entirely demolished and any alterations or changes to the building shall maintain the character and prominent details elements and of the original 1890 home and its victorian eclectic architecture. Exhibit C includes photos of the properties current states as of the date 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.** Developer shall be permitted to utilize Alternative Standards is identified by §11-17-045 (A) of the Farmington Municipal Code as stated therein.

(a) In addition to the lot size and setback standards referenced in §11-17-045 of the Farmington Municipal Code, Developer shall be allowed to install road, curb, gutter, and sidewalk improvements in accordance with the design included as part of Exhibit B of this Agreement. Primarily, Developer shall be permitted to construct sidewalk at back of curb along the south or west side of the road with no sidewalk on the opposite side as shown in Exhibit B.

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. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. 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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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

ELITE CRAFT HOMES, LLC

Trent Preston

Signature

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 20____, personally appeared before me, Trent Preston, who being by me duly sworn, did say that they represent Elite Craft Homes, LLC, and that the foregoing instrument was signed on behalf of said Developer.

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

638 North Compton Road

Davis County Parcel ID # 07-014-0067

Legal Description:

BEG AT A PT ON THE N LINE OF COMPTON RD THAT IS N $00^{\circ}16'50''$ W 1195.74 FT (18.52 CHAINS, BY RECORD) ALG THE SEC LINE FR THE SW COR OF SEC 18-T3N-R1E, SLB&M; & RUN TH N $45^{\circ}25'04''$ W 31.55 FT ALG SD N LINE TO A PT ON A 748.67-FOOT-RAD CURVE TO THE RIGHT; TH NW'LY 102.09 FT ALG SD CURVE THROUGH A CENTRAL ANGLE OF $07^{\circ}48'47''$, CHORD BEARS N $41^{\circ}30'40''$ W 102.01 FT; TH N $64^{\circ}43'10''$ E 98.86 FT; TH N $64^{\circ}27'15''$ E 28.31 FT; TH N $64^{\circ}12'43''$ E 254.85 FT ALG A S'LY LINE OF THE PPTY CONV IN SWD RECORDED AS E# 2764660 BK 5846 PG 667, TO THE SE COR OF SD CONVEYANCE; TH S $08^{\circ}09'31''$ E 118.06 FT; TH S $71^{\circ}41'50''$ E 299.41 FT; TH S $24^{\circ}18'33''$ W 202.43 FT; TH N $74^{\circ}12'35''$ W 269.86 FT TO A FENCE COR; TH S $17^{\circ}42'30''$ W 120.69 FT ALG A FENCE LINE & ITS EXTENSION TO THE N LINE OF COMPTON RD; TH N $45^{\circ}25'04''$ W 246.58 FT ALG S N LINE TO THE SEC LINE & THE POB. (NOTE: THE STATE PLANE BEARING ALG THE SEC LINE IS N $00^{\circ}02'51''$ E (DAVIS COUNTY SURVEYOR) CALCULATED USING NAD 1983 STATE PLANE COORDINATES IN THE UTAH NORTH ZONE)

CONT. 3.151 ACRES

EXHIBIT B

**FINAL PUD MASTER PLAN
& ASSOCIATED DOCUMENTS**

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18
TOWNSHIP 3 NORTH RANGE 1 EAST
SALT LAKE BASE & MERIDIAN
FARMINGTON, DAVIS COUNTY, UTAH
AUGUST 2025

1. PROPERTY IS ZONED PRUD ZONE.
 - A. FRONT YARD SETBACK IS 20'
 - B. FRONT SETBACK FOR GARAGE IS 18'
 - C. REAR YARD SETBACK IS 10'
 - D. SIDE YARD SETBACK IS 5', 13' TOTAL
 - E. CORNER LOT SIDE YARD SETBACK IS 15' TO PUBLIC STREET & 10' TO PRIVATE STREET
 - F. 6,500 sq.ft. MINIMUM LOT SIZE

-

-
- SOUTHWEST CORNER OF SECTION 18
TOWNSHIP 3 NORTH, RANGE 1 EAST
SALT LAKE BASE & MERIDIAN
(NOT FOUND)
- WITNESS CORNER TO THE
SOUTHWEST CORNER
OF SECTION 18
TOWNSHIP 3 NORTH, RANGE 1 E
SALT LAKE BASE & MERIDIAN
(FOUND BRASS CAP)



ENSIGN
THE STANDARD IN ENGINEERING

SANDY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.855.1453

RICHFIELD
Phone: 435.896.2983

DATE: _____
: _____
DRAWING No. _____

100

I, TRENT WILLIAMS, do hereby certify that I am a Licensed Land Professional Surveyor in the State of Utah, and that I hold License Number 8034679 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyor's Act; with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to accurately establish the lateral boundaries of the herein described tract of real property; and has been drawn correctly to the designated scale and is a true and correct representation of the herein described lands including in said subdivision, based upon data compiled from records of the Morgan County Records Office. I further certify that all lots meet frontage width and area requirements of the applicable zone ordinances.

A parcel of land, situate in the Southwest Quarter of Section 18, 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 on the North line of Compton Road said point being N 00°16'50" W 1222.01 feet along the Section Line from the Southwest Corner of Section 18 and running thence:

northwesterly 95.69 feet along a non-tangent 748.67 foot radius arc to the right (center bears North 44°03'09" East and the long chord bears North 42°17'09" West 95.63 feet with a central angle of 07°19'24");

thence North 64°42'00" East 98.86 feet;
thence North 63°26'05" East 28.31 feet;
thence North 63°11'33" East 254.85 feet to a point on the easterly line of the Preserve at Farmington Creek PUD
subdivision;

thence along said easterly line the following (2) courses:

- 1) South 09°10'41" East 118.06 feet;
2) South 72°43'00" West 299.41 feet;
thence South 23°17'23" West 202.43 feet;
thence North 75°13'45" East 269.86 feet;
thence South 16°41'20" West 120.69 feet to a point on the North line of Compton Road

thence along said North line of Compton Road the following (2) courses:

- 1) North 46°26'14" East 278.13 feet;
- 2) northwesterly 6.40 feet along a non-tangent 748.67 foot radius arc to the right (center bears North 43°33'46" East and the long chord bears North 46°11'33" West 6.40 feet with a central angle of 0°29'22") to the Point of Beginning.

Contains: 137,252 square feet or 3.151 acres

Trent R. Williams

We the undersigned owners of the herein described tract of land, do hereby set apart and subdivide the same into lots and streets (private streets, private rights-of-way) as shown hereon and name said tract:

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

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

Grant and convey to the subdivision lot (unit) owners association, all those parts or portions of said tract of land designated as common areas to be used for recreational and open space purposes for the benefit of each lot (unit) owners association member in common with all others in the subdivision and grant and dedicate to the county a perpetual open space right and easement on and over the common areas to guarantee to Davis County that the common areas remain open and undeveloped except for approved recreational, parking and open space purposes.

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

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

Grant and convey to Davis County, Utah, or its designee, all those parts or portions of said tract of land designated as parks the same to be used as public open space.

(NAME)	(NAME)
(COMPANY), (TITLE)	(COMPANY), (TITLE)

STATE OF UTAH } S.S.
County of DAVIS

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

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

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18
TOWNSHIP 3 NORTH RANGE 1 EAST
SALT LAKE BASE & MERIDIAN
FARMINGTON, DAVIS COUNTY, UTAH

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

DAVIS COUNTY RECORDER

BY _____ DEPUTY RECORDER

SHEET 1 OF 1

PROJECT NUMBER : 1265

MANAGER : C.PRESTON

CHECKED BY : T.WILLIAMS

DATE : 8/8/2025

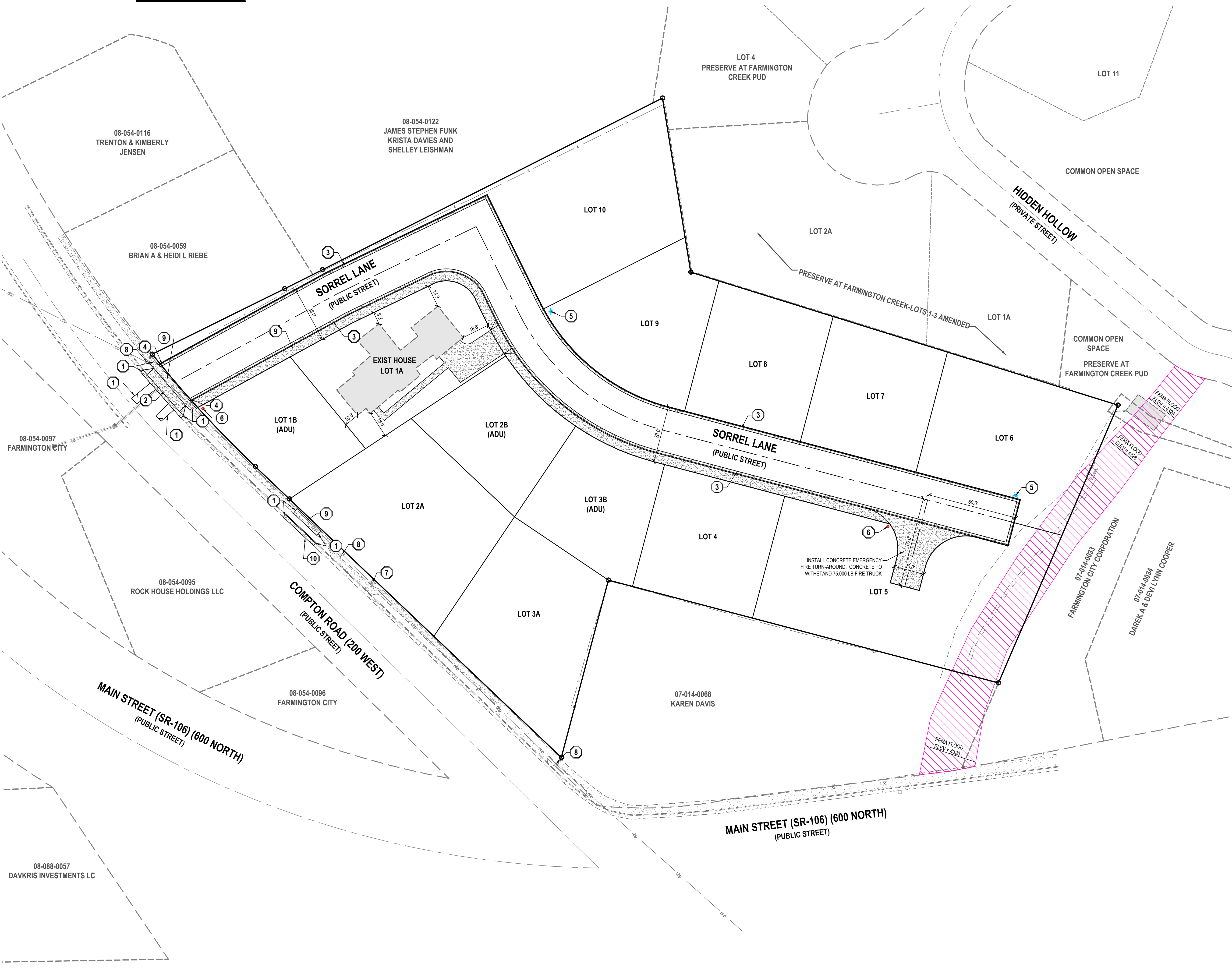
811

Know what's below.
Call before you dig.

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

BENCHMARK

WITNESS CORNER TO THE
SOUTHWEST CORNER OF SECTION 18,
TOWNSHIP 3 NORTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
ELEV = 4235.00'



- GENERAL NOTES
1.

ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2.

ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3.

SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
4.

ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
5.

ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
6.

NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
7.

THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

- SCOPE OF WORK:
- PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- 1

MATCH EXISTING IMPROVEMENTS
- 2

INSTALL DRIVEWAY APPROACH PER FARMINGTON STANDARD DETAIL 221
- 3

INSTALL 24" TYPE "F" CURB AND GUTTER PER APWA DETAIL 205.2
- 4

TAPER CURB FACE FROM 0" CURB FACE TO 4" CURB FACE
- 5

INSTALL CLOW FIRE HYDRANT PER FARMINGTON STANDARD DETAIL 511 SP
- 6

STREET LIGHT PER FARMINGTON STANDARD DETAIL 710 SP
- 7

EXIST FIRE HYDRANT
- 8

EXIST OVERHEAD POWER POLE
- 9

INSTALL CONCRETE SIDEWALK PER FARMINGTON STANDARD DETAIL 231 SP
- 10

INSTALL TYPE A CONCRETE CURB AND GUTTER PER FARMINGTON STANDARD DETAIL 205 SP

EN SIGN

THE STANDARD IN ENGINEERING

LAYTON

919 North 400 West

Layton, UT 84041

Phone: 801.547.1100

SANDY

Phone: 801.255.0529

TOOELE

Phone: 435.843.3590

CEDAR CITY

Phone: 435.865.1453

RICHFIELD

Phone: 435.896.2983

WWW.ENSIGNENG.COM

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

CONTACT:
TRENT PRESTON
PHONE: 801-451-6525

SORREL SPRINGS SUBDIVISION

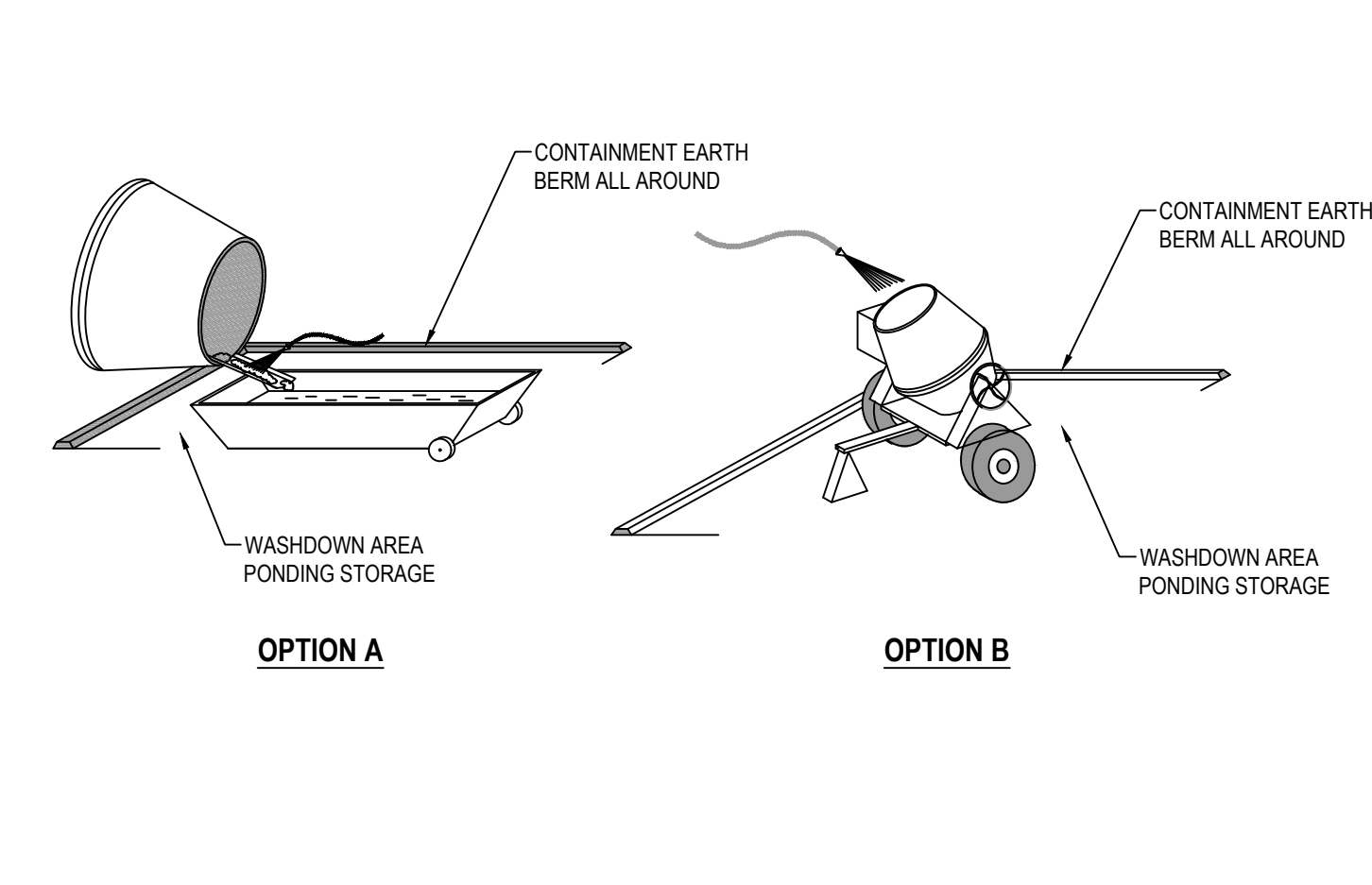
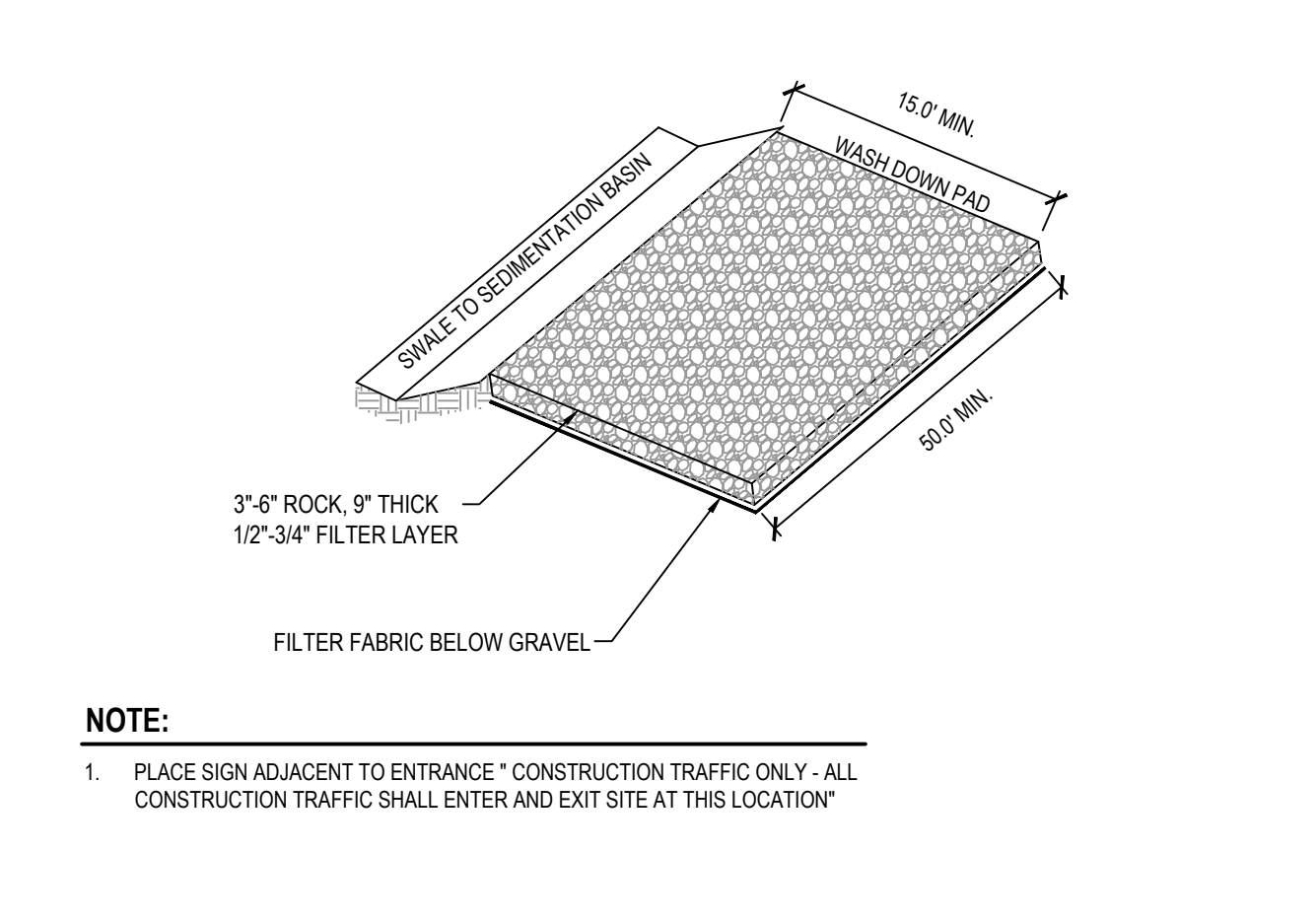
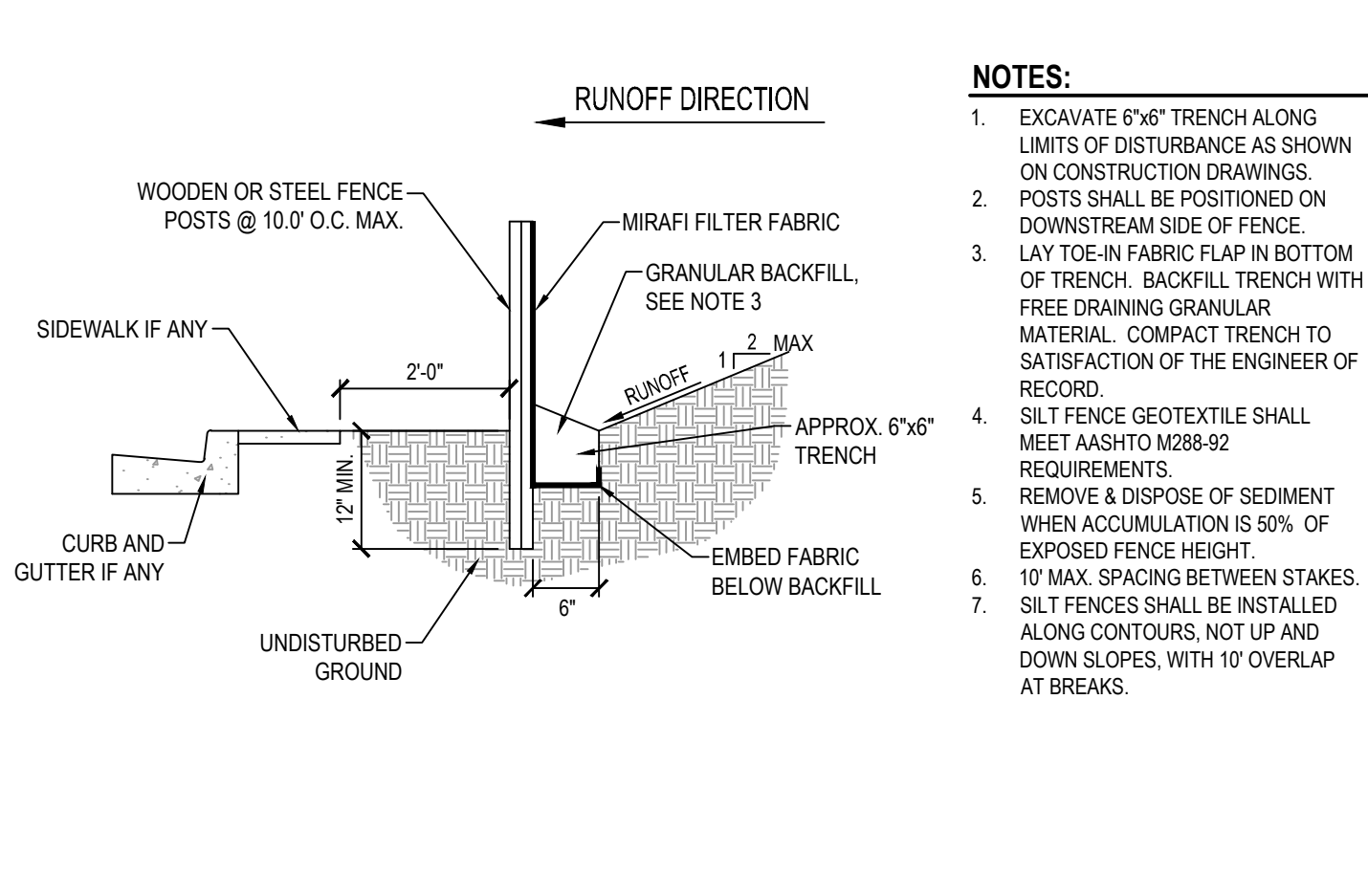
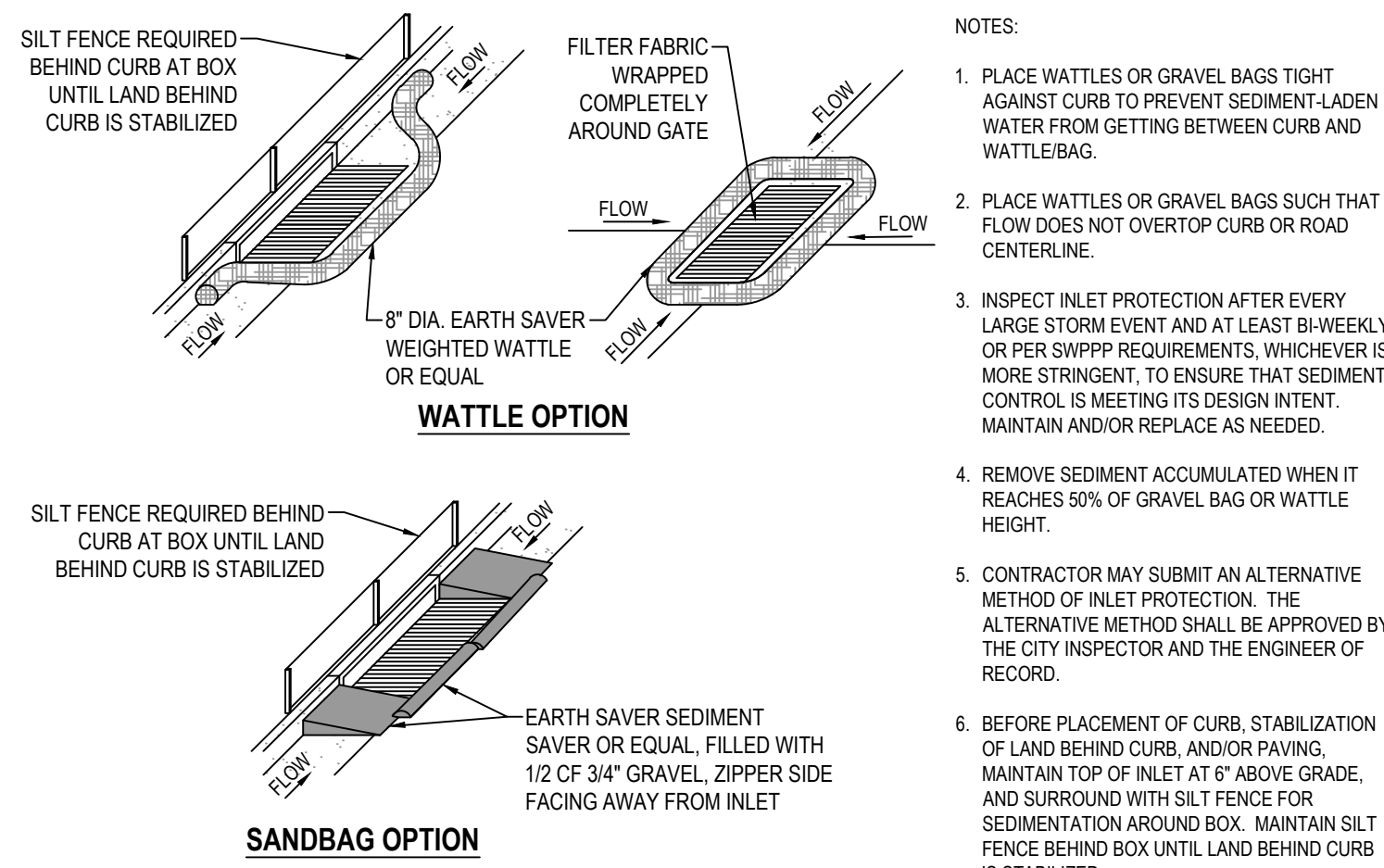
638 NORTH COMPTON ROAD
FARMINGTON, UTAH

SITE PLAN

PROJECT NUMBER
12654
PROJECT MANAGER
C. PRESTON
PRINT DATE
2025-08-08
DESIGNED BY
M. ELMER

C-200

A north arrow pointing upwards is located above a horizontal graphic scale bar. The scale bar is marked in feet, with increments of 15 feet from 0 to 60. Below the scale bar, it reads '(IN FEET)' and 'HORZ. 1 inch = 30 ft.'

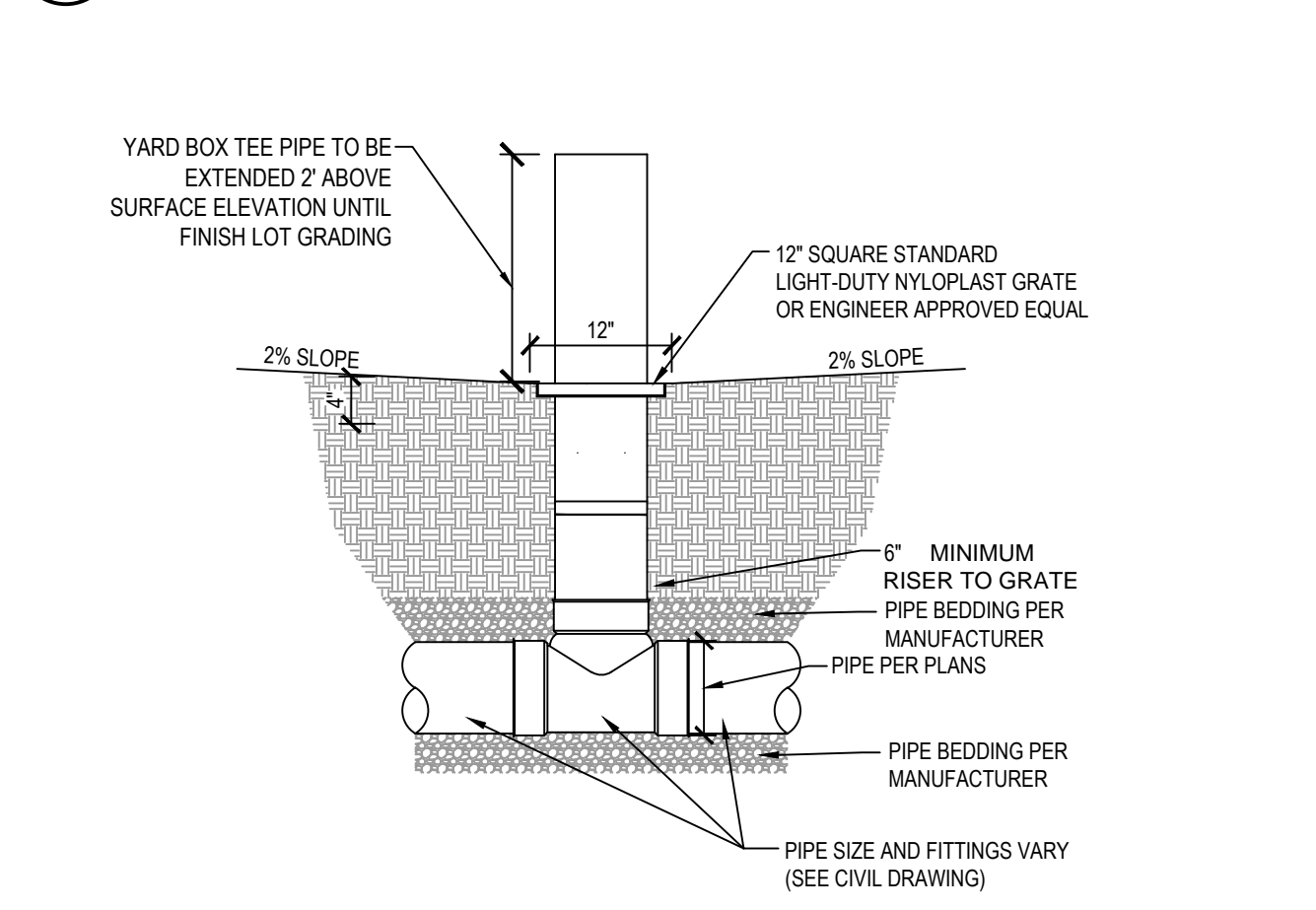
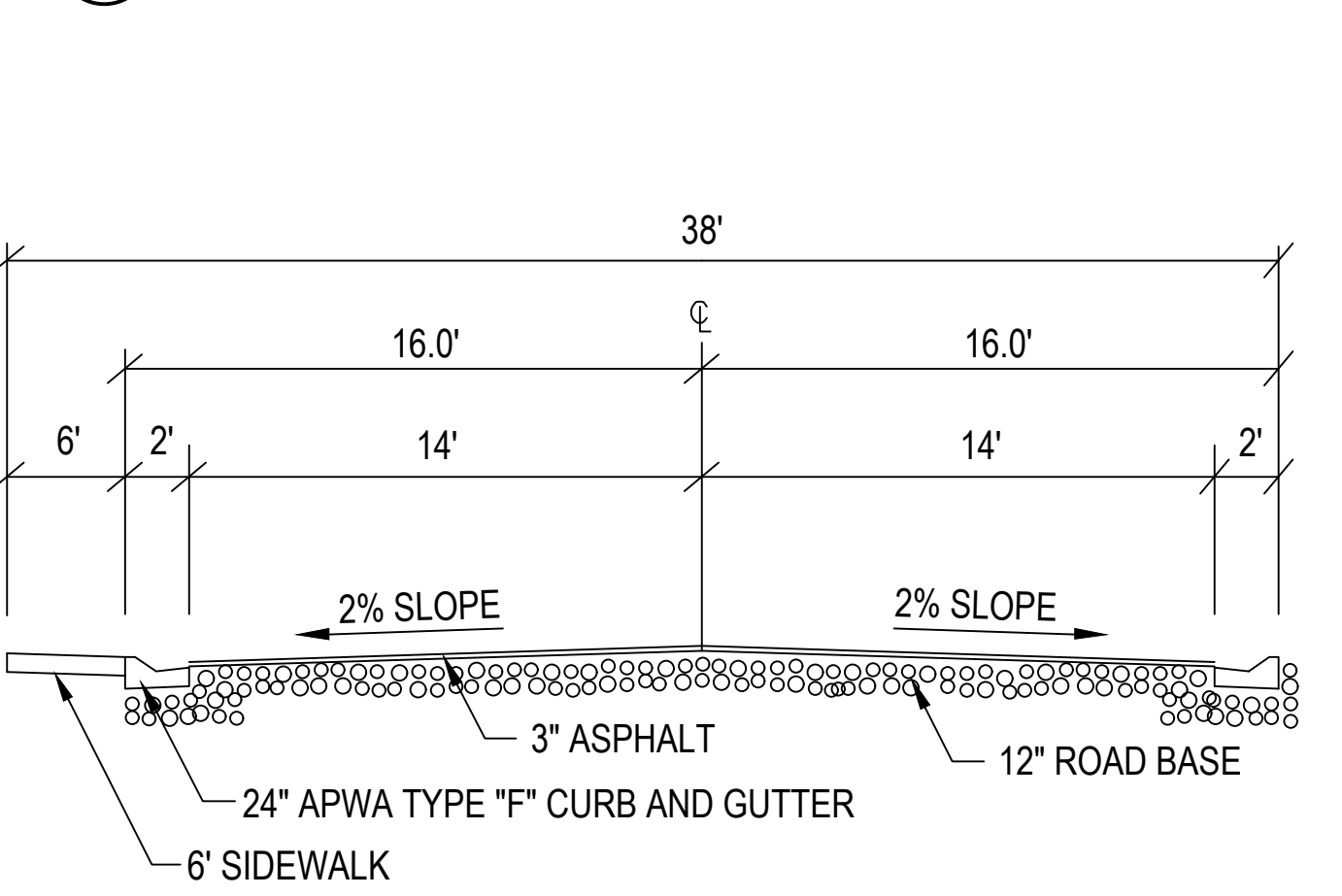
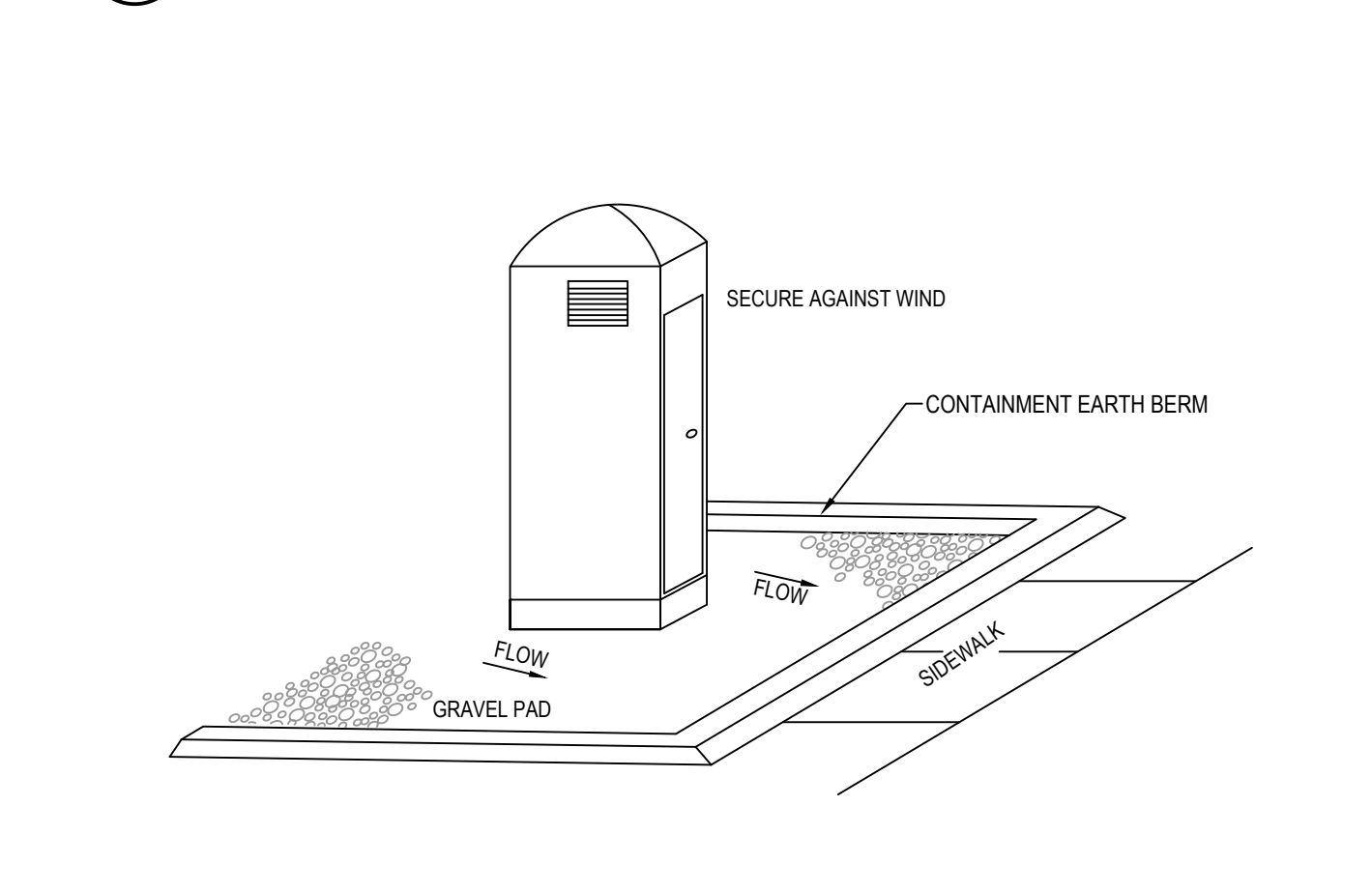


1 SAG INLET PROTECTION SCALE: NONE

2 TEMPORARY SILT FENCE SCALE: NONE

3 STABILIZED CONSTRUCTION ENTRANCE SCALE: NONE

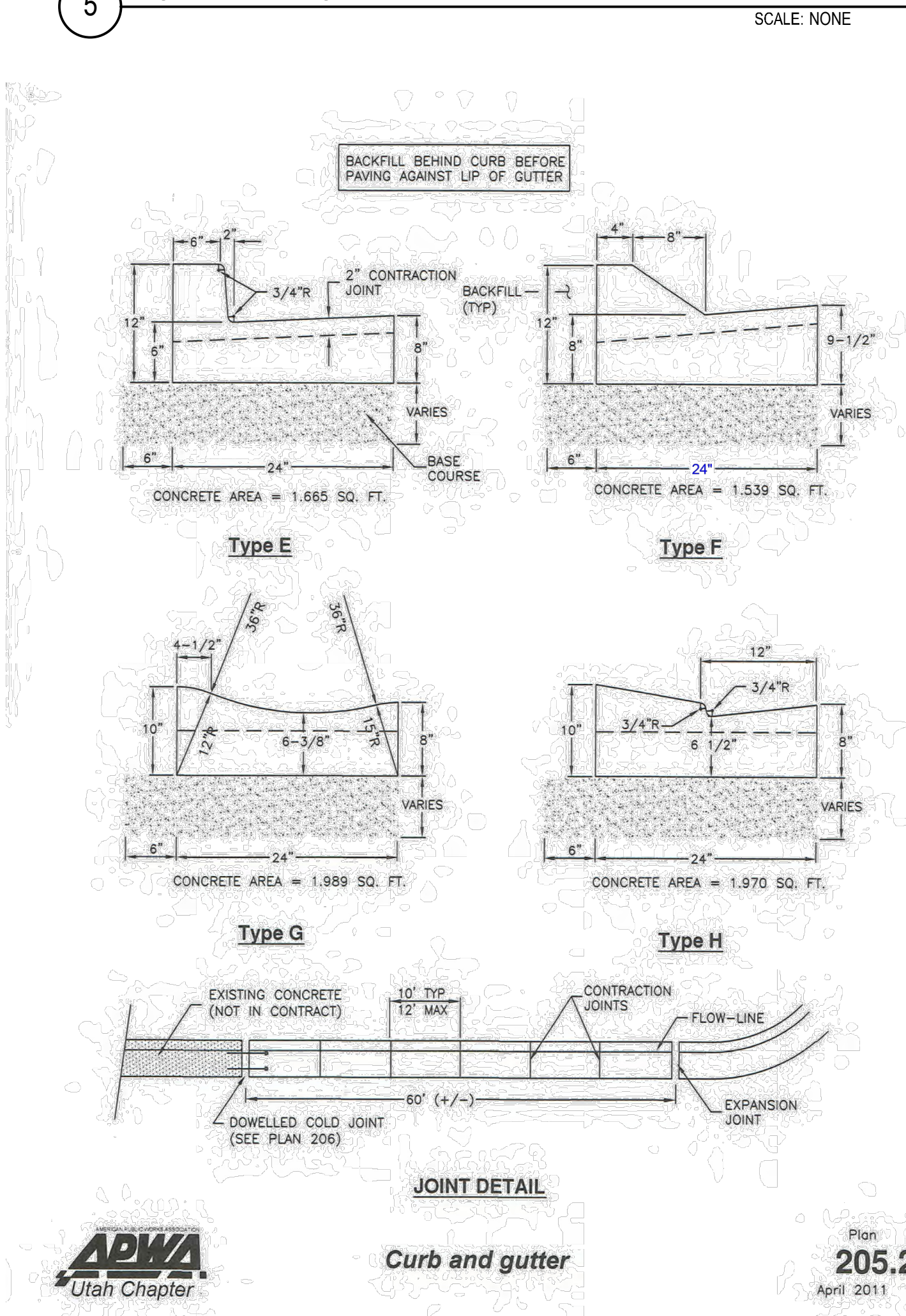
4 CONCRETE WASTE MANAGEMENT SCALE: NONE



5 PORTABLE TOILET SCALE: NONE

6 CROWNED ROAD SECTION SCALE: NONE

7 12" X 12" YARD DRAIN SCALE: NONE



- GENERAL
 - Variance from specified dimensions and slopes must be acceptable to the ENGINEER. System configuration may be changed at ENGINEER's discretion.
 - Additional requirements are specified in APWA Section 32 16 13.
- PRODUCTS
 - Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
 - Expansion Joint Filler: 1/2-inch thick type F1 full depth, APWA Section 32 13 73.
 - Concrete: Class 4000, APWA Section 03 30 04. If necessary, provide concrete that achieves design strength in less than 7 days. Use caution; however, as concrete crazing (spider cracks) may develop if air temperature exceeds 90 degrees F.
 - Concrete Curing Agent: Clear membrane forming compound with fugitive dye (Type ID Class A), APWA Section 03 39 00.
- EXECUTION
 - Base Course Placement: APWA Section 32 05 10. Thickness is 6-inches if flow-line grade is 0.5 percent (s=0.005) or greater. If slope is less, provide 8-inches. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
 - Concrete Placement: APWA Section 03 30 10.
 - Install expansion joints vertical, full depth, with top of filler set flush with concrete surface. Install at the start or end of a street intersection curb return. Expansion joints are not required in concrete placement using slip-form construction.
 - Install contraction joints vertical, 1/8-inch wide or 1/4 slab thickness if the slab is greater than 8-inches thick. Match joint location in adjacent Portland-cement concrete roadway pavement.
 - Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
 - Protection and Repair: Protect concrete from deicing chemicals during cure. Repair construction that does not drain. If necessary, fill flow-line with water to verify.

THE STANDARD IN ENGINEERING

LAYTON
919 North 400 West
Layton, UT 84041
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FOR:
ELITE CRAFT HOMES LLC
49 NORTH MAIN STREET
FARMINGTON, UTAH 84025

CONTACT:
TRENT PRESTON
PHONE: 801-451-6525

SORREL SPRINGS SUBDIVISION

638 NORTH COMPTON ROAD
FARMINGTON, UTAH

DETAILS

PROJECT NUMBER: 12654
PRINT DATE: 2025-08-08
PROJECT MANAGER: C.PRESTON
DESIGNED BY: M.ELMER

C-600

EXHIBIT C
PHOTOS OF HISTORIC HOME







Farmington City Planning Commission Staff Report September 18, 2025

Item 3: Consideration of a request to Rezone approximately 40 Acres of property from A-F (Agriculture-Foothill) to the R-F (Residential-Foothill) zoning district and consideration of a Schematic Subdivision and Preliminary PUD Master Plan for The Farmington Reserve / The Garden project.

Public Hearing: Yes
Application No.: S-11-24
Property Address: 1100 South to 1500 South east of 200 East Street
General Plan Designation: NR (Neighborhood Residential)
Current Zone: LR (Large Residential) and A (Agriculture) subject to the Foothill Overlay Zone
Requested Zone: R (Residential) - Foothill Overlay Zone
Area: Approx. 40 Acres
Number of Lots: 86 Lots
Property Owner/Applicant: Falk Family Office

Request: *Consideration of a rezone and accompanying Development Agreement for the Farmington Reserve / The Garden project.*

Background Information

The applicant controls a large area east of 200 East Street, about 36 acres of which is in Farmington with additional properties beyond that which are currently part of unincorporated Davis County.

The property has a limited amount of LR zoning near 200 East, but is largely zoned A (Agriculture) which has a standard lot size of 2 acres with an Alternate lot size of 1 acre which can be achieved by providing certain public benefits.

The A zoning district is generally left in place as a holding zone until the city is ready to grant rights for something else which is feels is appropriate for the property. Rezoning a property is a legislative decision so the city has a lot of discretion as to whether or not to approve a rezone request. Little to nothing is required in an application for a rezone. One theory is that the city should grant the zone assuming whatever it permits makes sense for the property, often in Farmington zoning is considered in connection with a specific project to help demonstrate what is most likely to happen if a change is granted. This is

a case of considering zoning with a project. The Planning Commission may consider the zoning on its own merits or in connection with the project as the Commission looks to make a recommendation to the city council as to which action to take.

The subject property is adjacent to LR zoning to the north and on properties east of 200 East Street. There is more LR zoning and S (Suburban) zoning to the south. Across 200 East Street is the same R zone as is being requested as well as R-2, and R-4 multifamily zoning districts.

The requested R zone was decided on as it is found in the general area and as it has been used in recent years to accommodate a subdivision that has been pointed to as a good example, The Rose, north of Park Lane on the west side of Main Street.

The applicant has provided a yield plan which accounts for 72 standard lots in the R district. This yield plan has been reviewed as plausible based on the provided slope analysis and layout. Assuming the R zone is appropriate sets a base density under which a PUD can propose an alternate and theoretically better layout and project. The developer is seeking 86 total lots using the base of 72 and the bonus density provisions of the PUD code allowing up to 25% bonus density.

Part of the 36 acres in Farmington is the site of the Wilcox property, the home of a former Mayor of Farmington City. As initial concepts with city staff have been under review, it was noted that this home was of significance to the community and interest was expressed in having the applicant help preserve it. To that end, this property was placed on the Farmington City Historic Landmark Register following a recommendation by the Historic Preservation Committee. This designation gives Farmington City extra control and authority over changes or demolitions to the home. The Wilcox property is included on the project master plan, but not identified as one of the 86 new lots. The applicant is proposing that the preservation of this home be a part of the public benefits offered to qualify for consideration of the additional units beyond 72.

In addition to preserving a historic building, the project includes large open space areas and trails. The open space areas would largely be left in their natural state with an unpaved nature trail through parts of the project which would be open for public use.

As the Development Review Committee (DRC) has looked over the plans to date, there have been 3 main concerns which will be summarized here.

1. **Water Pressure:** The developer has worked with the city and our engineering consultants to understand how much water pressure is available to serve the area. In brief, until a future tank is built in the general area at a higher elevation, there is only enough pressure to serve what is essentially identified as phase 1 and 2 at this time. The applicant controls the property to the east so could be provide a future solution as shown on the connectivity plan at a future date which will provide additional water pressure to the area. Until that time the DRC does not want to risk granting any entitlements for development beyond the line

identified on the yield plan.

2. **Access / Emergency Access:** The road network as proposed is a public street network which is designed for potential future expansion or connection to additional development further east. The applicant controls a large amount of property to the east in the unincorporated county and has included with the application a connectivity plan which demonstrates how development could eventually work its way further uphill. In the meantime, the proposed Phases 1 – 4 have just 1 standard access to the majority of the project. South of the Church there are 5 proposed lots on a separate dead end access.

The city's subdivision ordinance includes a standard in 12-5-040 which states that a dead end street shall not exceed 1,000 feet in length and shall not serve as access for more than 24 dwelling units. The PUD Chapter and Development Agreement process allow the city to consider and approve deviations to these standards if there is reason to do so. To address this concern, the applicant has proposed multiple emergency access points in the first 4 phases. As designed, phase 1 includes 32 lots along a 1,260 dead end street until phase 2 develops. Phase 2 would add 14 more lots bringing the total number of lots to 46, however; if the proposed emergency access is determined to be acceptable there would then be multiple qualifying points of access making the longest dead end only about 500 ft. in length providing access to 9 units. 19 units in phase 3 and 16 units in phase 4 add to the dead end length and number of units unless the fire access road scenario on sheet 2 in the included plans is deemed acceptable and able to be built. Under this scenario all phases would again meet the standard.

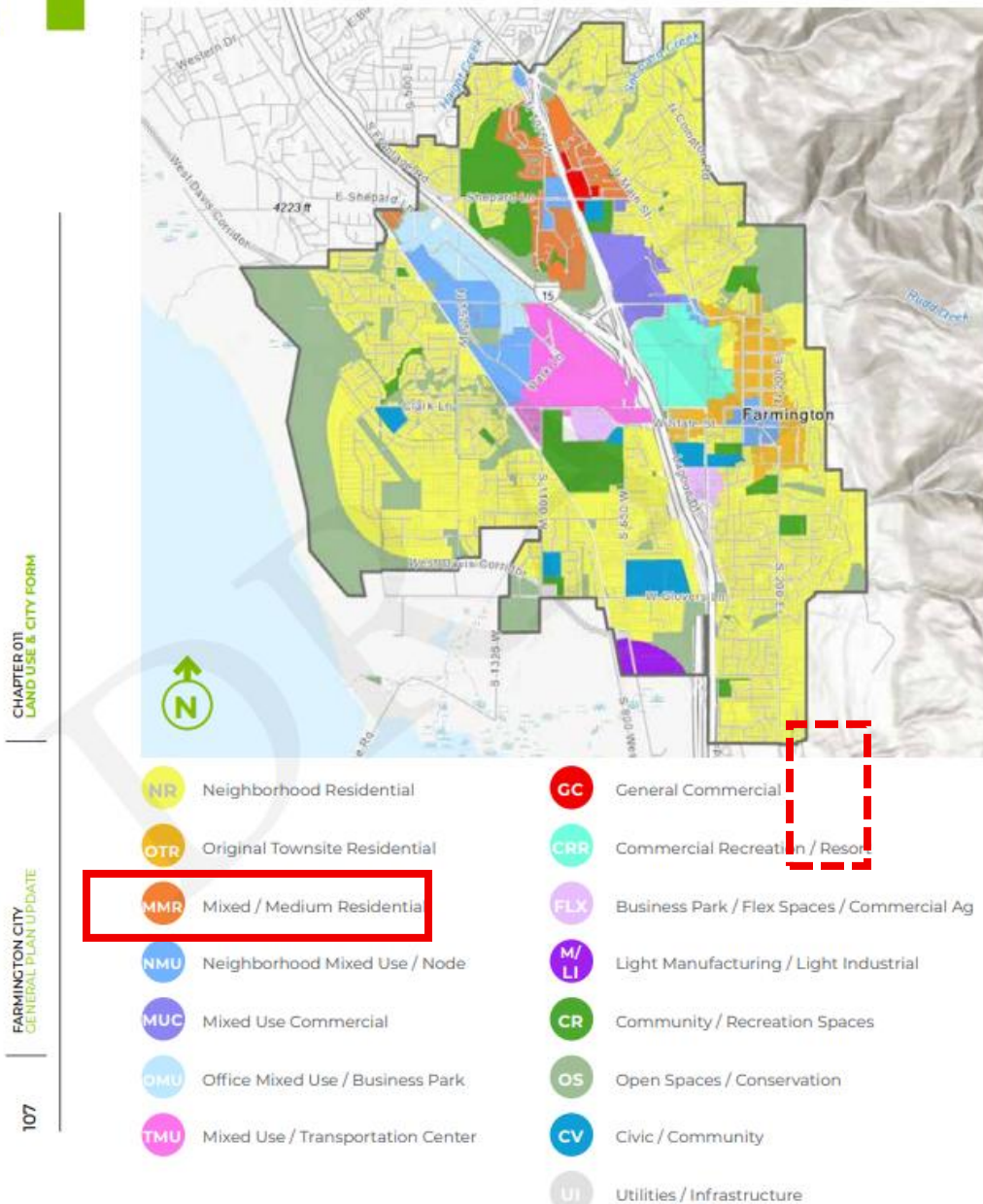
Of course phases 3 and 4 are not yet serviceable from a water standpoint at this time so their development timing is unknown. As of the date of this report, the fire marshal has not confirmed that the emergency access roads are within the parameters needed for their use.

3. **Slopes:** The property is within the Foothill Overlay district and would remain so if a rezone is approved. This overlay adds additional standards and restrictions to mitigate impacts and ensure safe development on the hillside essentially east of Main and 200 East throughout Farmington. Of note is a restriction to develop on slopes which exceed 30%. These areas have been identified by the applicant and roughly verified by the DRC. Roads may cross these steep slopes, but there are limitations to the size of retention allowed to do so. Consideration of these slopes ensures that there are buildable areas while ensuring that road grades aren't too steep for the use of the general public but also for providing city services such as snow plowing or fire-fighting. The data provided so far indicates that meeting maximum grades of 14% on streets is possible. Should the City support this concept and approve the schematic plans, additional detail would be reviewed through a preliminary plat process to ensure compliance.

As part of the items submitted, the applicant has indicated where there are possible fault lines. A detailed geotechnical and fault study would be required during the preliminary plat process should this project move forward to further understand this issue.

11

11.8 Future Land Use Map





The Neighborhood Residential areas of Farmington offer opportunities for conventional residential neighborhoods. These areas include medium-to-large residential lots and may also include clustered developments with smaller lots that offer shared open spaces and/or protect sensitive areas.



Future Land Use & Zoning Correlation Matrix														
	NR	OTR	MMR	NMU	MUC	OMU	TMU	GC	CRR	FLX	M/LI	CR	OS	CV
Residential & Neighborhood Zones														
AA - Agriculture - Very Low Density														
A - Agriculture														
AE - Agricultural Estates														
LS - Large Suburban Residential														
S - Suburban Residential														
LR - Large Residential														
R - Residential														
OTR - Original townsite Residential														
R-2 - Residential														
R-4 - Residential														
R-8 - Residential														
CRT - Commercial Recreation Transition														

A Development Agreement is in process at the staff level in coordination with the applicant. A draft version has not been included in this report due to additional need for input as well as review by the City and Applicant. Direction from the public hearing and Planning Commission is needed to inform this agreement for the future review of the planning Commission. The Agreement would set limitations and establish requirements for the development for the applicant.

It is the anticipation of city staff that after holding a public hearing and receiving input from the Commission, that direction be given to consider in the agreement if there is even support for the project. Input would inform a more refined agreement if not an altered project proposal that may then be reviewed by the Planning Commission.

Suggested Motion

Move that the Planning Commission table this item and provide direction to city staff and the developer for any changes to the preliminary master plan if applicable and list items that the commission would like to see addressed in a development agreement to be reviewed at a future meeting.

Findings:

1. After holding an initial public hearing, staff will be able to work in more detail with the applicant on addressing comments heard from the general public and direction from the Planning Commission.
2. This grants additional time to create a development agreement which addresses comments received from the public and Commission.

Alternate Motions

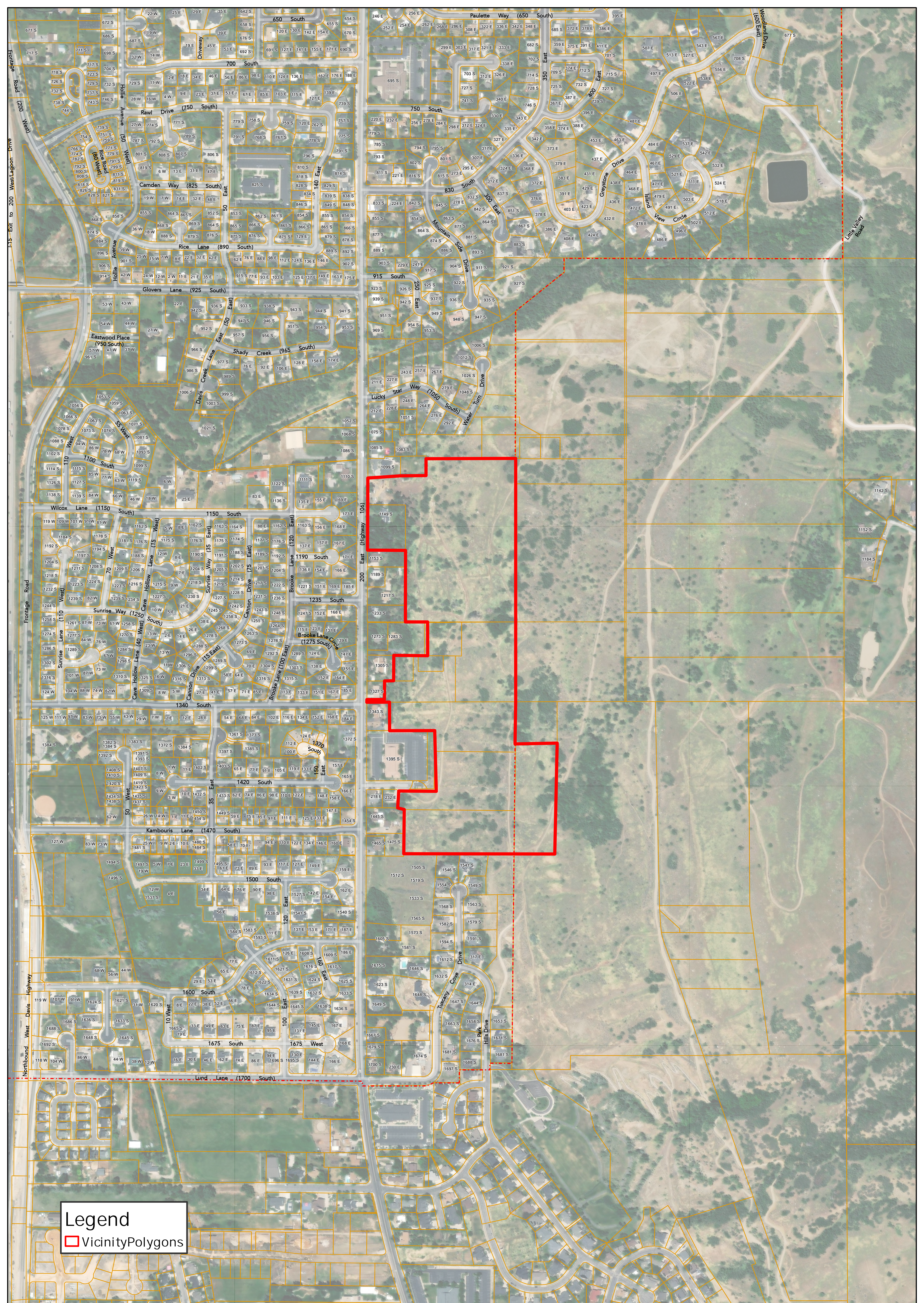
- A) Move that the Planning Commission recommend denial of the requested rezone, schematic subdivision and preliminary master plan/Development Agreement for the Farmington Reserve / The Garden.

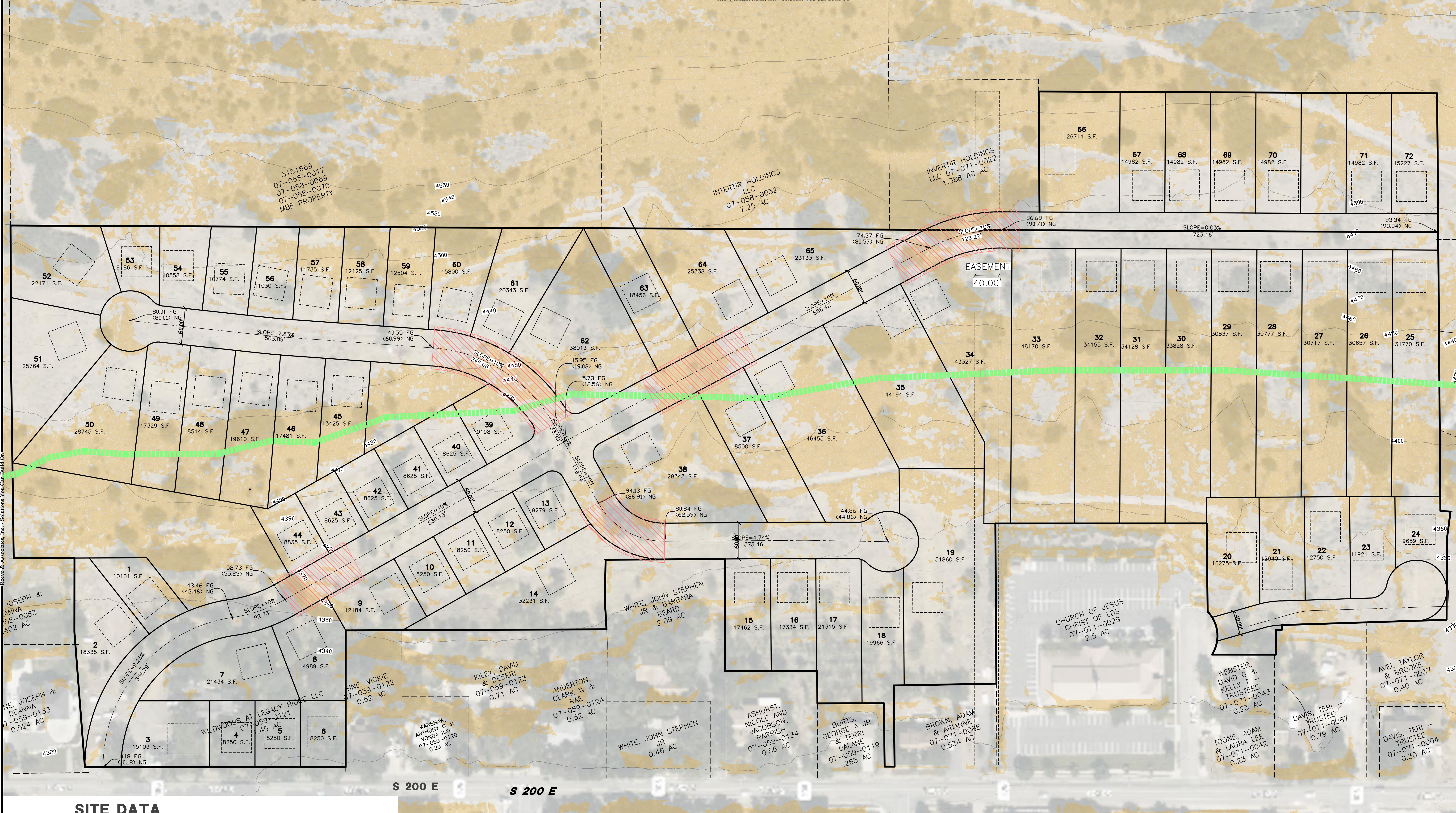
Findings:

1. The requested R zoning district is not consistent with the Farmington City General Plan and vision for the area.
2. The subdivision as designed is not consistent with or compatible to surrounding neighborhoods.
3. The proposal includes limited access and excessive length of dead end streets without further assurance of permanent solutions acceptable to Farmington City for secondary or adequate emergency access.

Supplemental Information

1. Vicinity Map
2. Yield Plan
3. Subdivision Plan

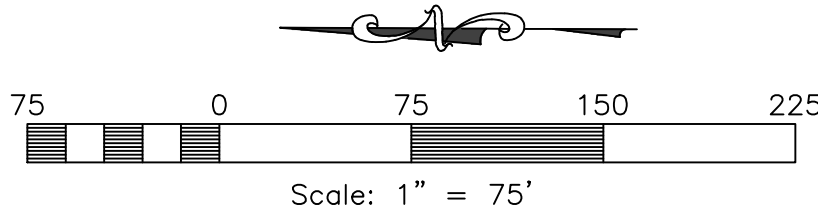




SITE DATA

TOTAL PROJECT AREA: 40.65 A.C.
NUMBER OF LOTS: 72
LOTS WITH SERVICEABLE WATER PRESSURE = 31
MINIMUM LOT SIZE: 8,000 s.f.
PROPOSED ZONE: R-PUD

- = 30% SLOPE
- = LINE OF SERVICEABLE WATER PRESSURE
- = AREA TO BE GRADED OUT TO 10%
- = 2,500 S.F. BUILDING PAD



Farmington Reserve - The Garden

Farmington City, Davis County, Utah

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve.co
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS	DATE	DESCRIPTION
	4/21/2025	Zone R Yield Plan
	7/17/2025	72 Lots/Roads

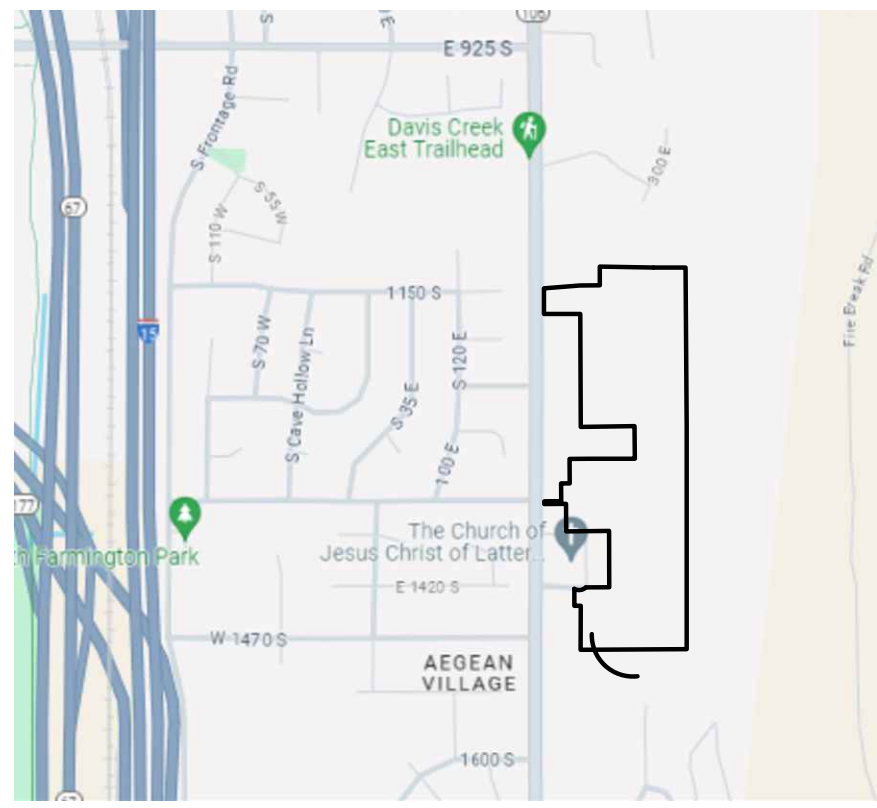
Farmington Reserve - The Garden
PART OF THE SOUTH 1/2 OF SEC. 30 AND THE NORTH 1/2 OF SEC. 31
S. 1500 W. & E. 1500 N. U.S. SURVEY
FARMINGTON CITY, DAVIS COUNTY, UTAH

Yield Plan

Project Info.
Engineer: J. NATE REEVE, P.E.
Planner: C. CAVE
Designer: S. SIMRAYH
Date: 4/3/2025
Name: FARMINGTON RESERVE
Number: 8298-01

Sheet	
1	Sheets

Revised: July 17, 2025



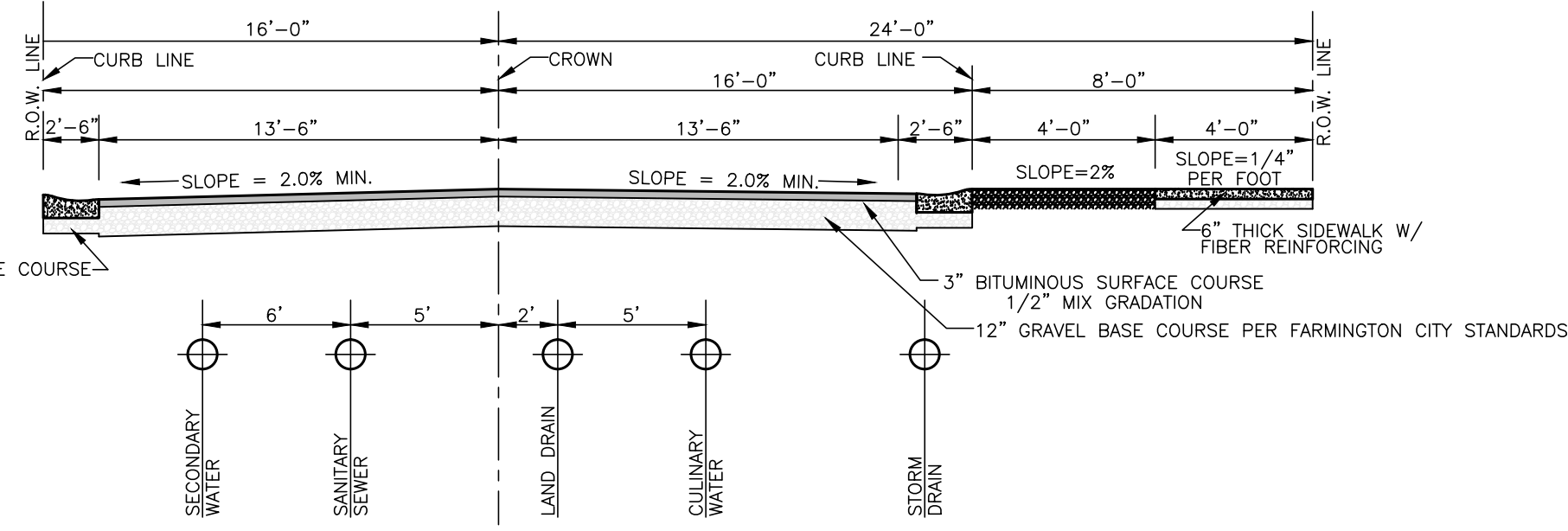
VICINITY MAP
NO SCALE

SITE DATA

TOTAL AREA: 40.65 ACRES
SMALLEST PROPOSED LOT: 4,543 S.F.
NUMBER OF COTTAGE LOTS: 57
NUMBER OF SINGLE FAMILY LOTS: 29
TOTAL NUMBER UNITS: 86
LOTS OPENSACE
PHASE 1 32 0.96 AC.
PHASE 2 19 3.94 AC.
PHASE 3 19 3.79 AC.
PHASE 4 16 5.37 AC.
TOTAL OPENSACE: 14.06 AC.
TOTAL OPENSACE >30% SLOPE: 4.64 AC.

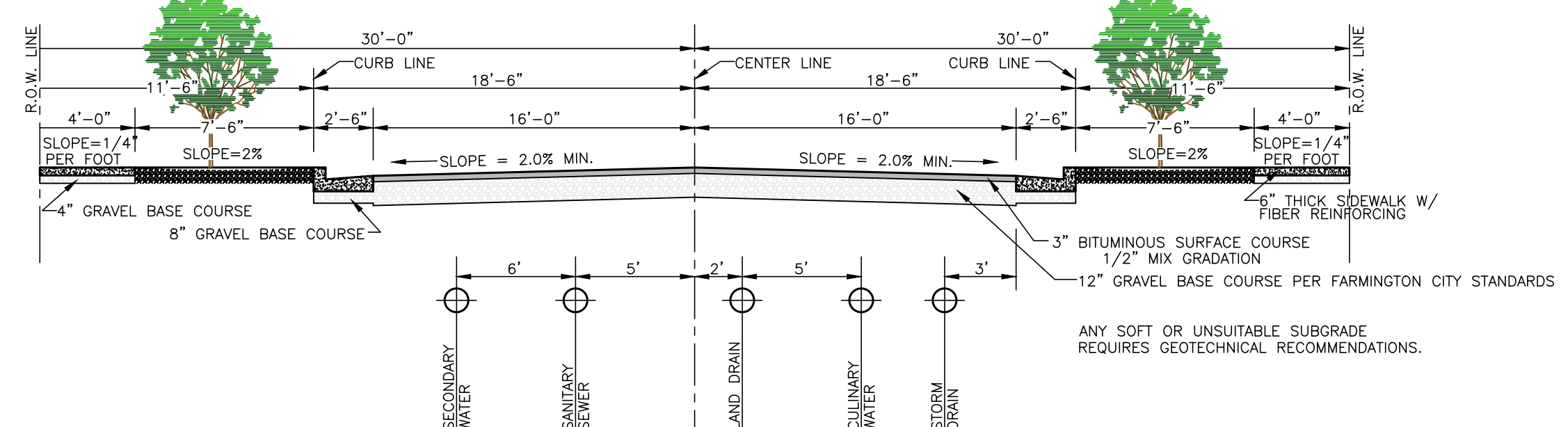
LEGEND

- BOUNDARY LINE
- - - PHASE LINE
- - - LOT LINE
- - - ADJOINING PROPERTY
- - - CENTERLINE
- - - EASEMENTS
- - - EX.SS - - - EXISTING SANITARY SEWER LINE
- - - EX.SD - - - EXISTING STORM DRAIN
- - - POTENTIAL FAULT ZONE
- - - EXISTING FIRE HYDRANT
- - - >30% SLOPE (NOT BUILDABLE PER FARMINGTON CITY)
- - - 6" NATURE TRAIL
- - - LINE OF SERVICEABLE WATER PRESSURE



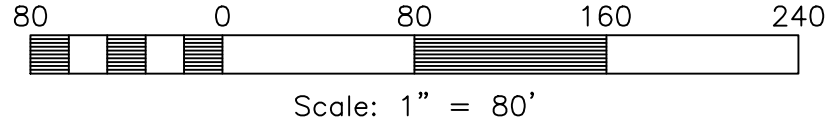
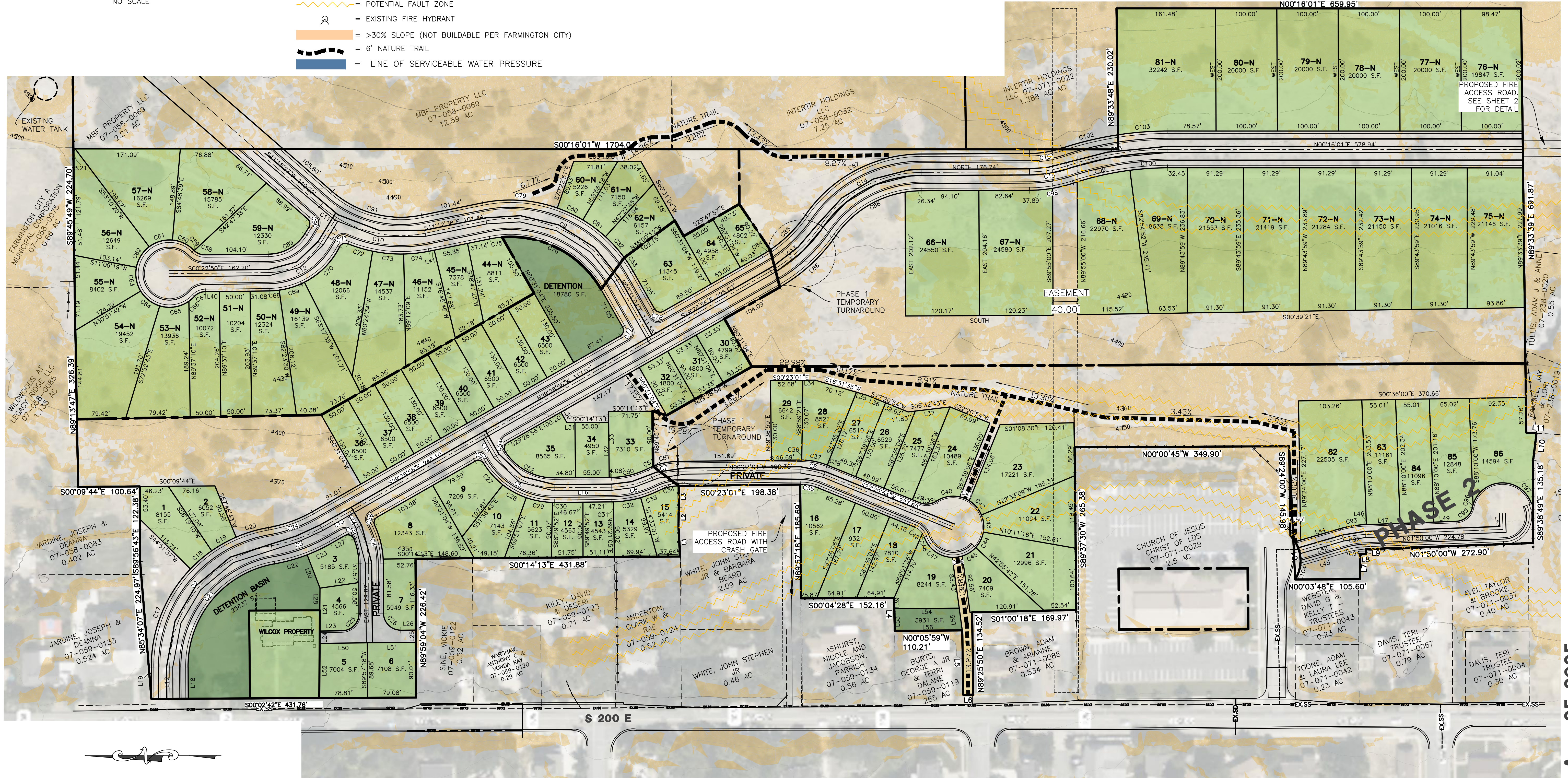
STREET SECTION (40' PRIVATE ROAD)

SCALE: NONE



STREET SECTION (60' R.O.W.)

SCALE: NONE



Scale: 1" = 80'

Farmington Reserve - The Garden

Farmington City, Davis County, Utah



DATE	DESCRIPTION
4/21/2025	Cul-de-sac, Wilcox
4/22/2025	85 Lot Density
4/30/2025	Wilcox Property Add
7/1/2025	Meets and Bounds
7/1/2025	Detention
8/25/2025	Lot Sizes

Farmington Reserve - The Garden
PART OF THE SOUTH 1/2 OF SEC. 30 AND THE NORTH 1/2 OF SEC. 31
S. 13.30 AM U.S. SURVEY
FARMINGTON CITY, DAVIS COUNTY, UTAH

Schematic Plan (86 Unit)

Project Info.
Engineer: J. NATE REEVE, P.E.
Planner: C. CAVE
Designer: S. SIMRAYTH
Date: 4/17/2025
Name: FARMINGTON RESERVE
Number: 8298-01

Sheet **5**
1 Sheets

Revised: Aug, 25 2025

NOTES

1. CULINARY WATER WILL CONNECT TO THE EXISTING WATER LINE IN WEST ENTRANCE OF THE PROJECT INTO SOUTH 200 EAST.
2. SANITARY WILL TIE INTO THE EXISTING SEWER LINE IN SOUTH 200 EAST
3. STORM WATER WILL CONNECT TO THE EXISTING STORM DRAIN AT THE WEST END OF PROJECT INTO SOUTH 200 EAST
4. THE PROJECT IS LOCATED IN FEMA FLOOD ZONE X / AREA OF MINIMAL FLOOD HAZARD ACCORDING TOO FEMA FLOOD MAP 49011C0384F AND 49011C0403E, EFFECTIVE DECEMBER, 2021.
5. PROPERTY IS CURRENTLY UNDEVELOPED GROUND.
6. LOTS DESIGNATED WITH "N" ARE NOT SERVICEABLE WITH PHASE 1 AND 2 WATER UTILITIES.

PROPERTY BOUNDARY

PART OF THE NORTH HALF OF SECTION 30 AND THE SOUTH HALF OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SECTION LINE, BEING 643.50 FEET SOUTH 00°15'20" WEST ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SAID SECTION 30 (SAID SOUTH QUARTER CORNER BEING 2000.57 FEET NORTH 00°15'20" EAST FROM THE CENTER OF SAID SECTION 31); THENCE NORTH 00°15'20" EAST 9.90 FEET ALONG THE SECTION LINE; THENCE WEST 41.19 FEET; THENCE NORTH 00°03'48" EAST 105.60 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 1420 SOUTH STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 58.01 FEET, AN ARC LENGTH OF 77.35 FEET, WITH A DELTA ANGLE OF 78°23'40", A CHORD BEARING OF NORTH 84°04'20" EAST, AND A CHORD LENGTH OF 71.75 FEET; THENCE NORTH 89°24'00" EAST 145.98 FEET; THENCE NORTH 00°06'45" WEST 349.90 FEET TO AN EXISTING FENCE CORNER; THENCE SOUTH 89°37'30" WEST 265.38 FEET TO A POINT ON AN EXISTING FENCE LINE; THENCE NORTH 0°00'16" WEST 189.97 FEET; THENCE SOUTH 89°25'50" WEST 134.52 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 200 EAST STREET; THENCE NORTH 00°05'59" WEST 16.50 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTH 89°25'52" EAST 105.00 FEET; THENCE NORTH 00°05'59" WEST 110.21 FEET; THENCE NORTH 89°19'01" EAST 53.79 FEET; THENCE NORTH 00°04'28" WEST 152.16 FEET; THENCE NORTH 89°57'18" EAST 404.12 FEET; THENCE NORTH 00°23'01" WEST 202.15 FEET TO A AN EXISTING FENCE CORNER; THENCE ALONG SAID FENCE LINE, THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 89°36'59" WEST 35.00 FEET; (2) SOUTH 86°46'04" WEST 68.30 FEET; (3) NORTH 89°55'51" WEST 150.00 FEET; (4) NORTH 88°59'22" WEST 32.49 FEET; AND (5) SOUTH 86°40'41" WEST 47.99 FEET TO A POINT ON SAID SECTION LINE; THENCE NORTH 00°14'13" WEST 703.87 FEET ALONG SAID SECTION LINE; THENCE SOUTH 89°45'46" WEST 225.51 FEET TO THE SAID EASTERLY RIGHT-OF-WAY LINE OF 200 EAST STREET; THENCE NORTH 00°02'42" WEST 160.76 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTH 85°34'07" EAST 224.97 FEET; THENCE SOUTH 89°56'43" EAST 122.38 FEET TO AN EXISTING FENCE CORNER; THENCE NORTH 00°09'44" WEST 100.64 FEET TO A POINT ON AN EXISTING FENCE LINE; THENCE NORTH 89°13'47" EAST 326.39 FEET; THENCE NORTH 89°45'49" EAST 224.70 FEET TO ALONG AN EXISTING FENCE LINE TO AN EXISTING FENCE CORNER; THENCE SOUTH 00°16'01" WEST 2364.00 FEET; THENCE SOUTH 89°33'39" WEST 461.86 FEET; THENCE SOUTH 03°41'21" WEST 16.75 FEET TO A POINT ON AN EXISTING FENCE; THENCE ALONG SAID FENCE LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 82°40'06" WEST 44.40 FEET; AND (2) NORTH 89°38'49" WEST 135.18 FEET; THENCE NORTH 01°50'00" WEST 272.90 FEET; THENCE SOUTH 89°33'09" WEST 7.94 FEET TO THE POINT OF BEGINNING.

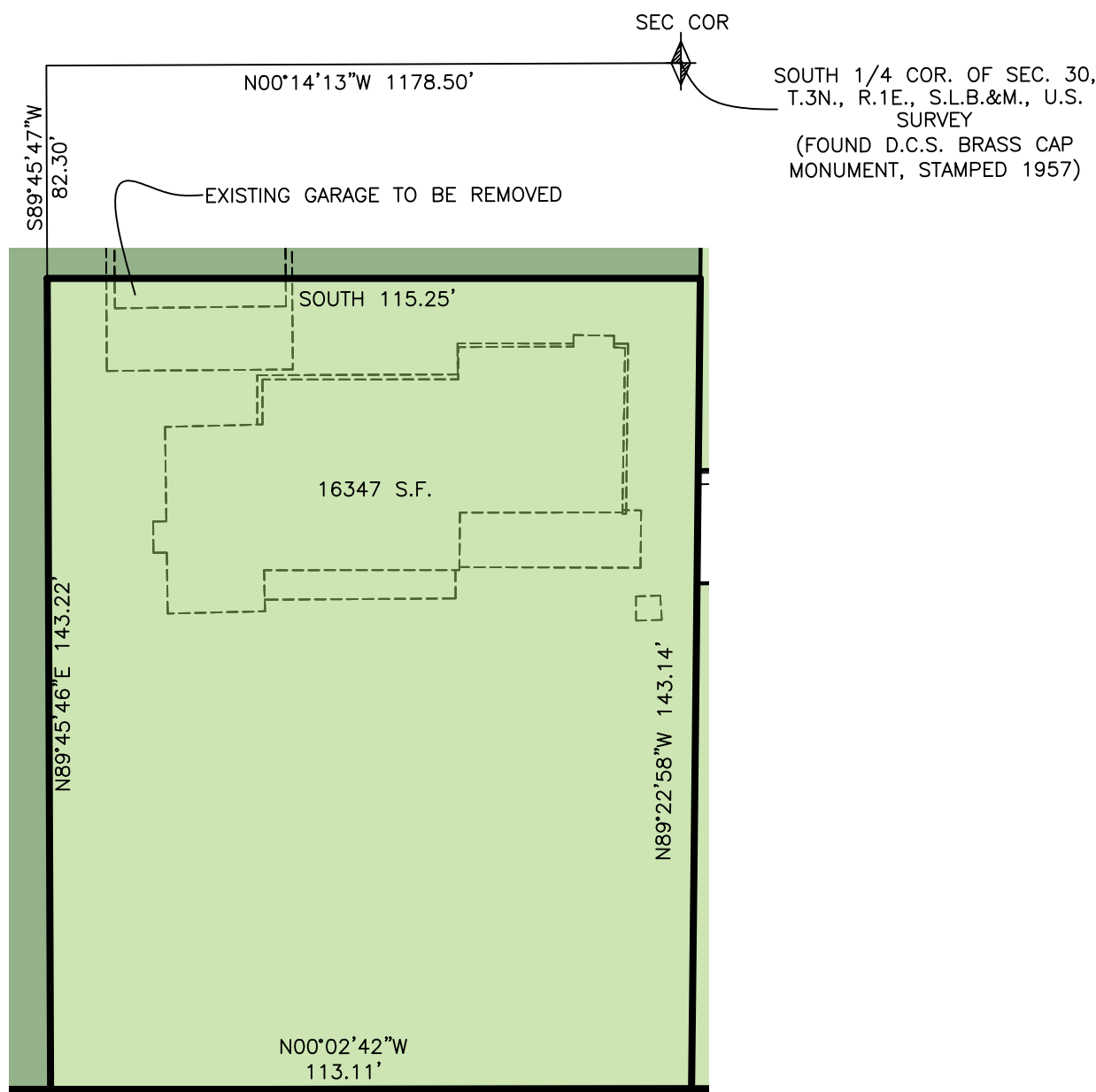
CONTAINING 1,514,236 SQUARE FEET OR 34.762 ACRES.

WILCOX PROPERTY METES AND BOUNDS

PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

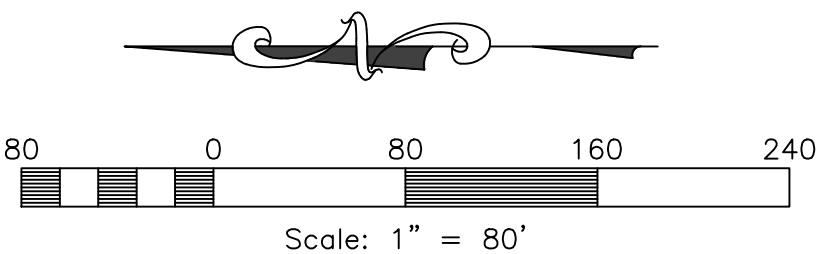
BEGINNING AT A POINT BEING 1178.50 FEET SOUTH 00°14'13" EAST ALONG THE SECTION LINE AND 82.30 FEET NORTH 89°45'47" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 30 (SAID SOUTH QUARTER CORNER BEING 2000.57 FEET NORTH 00°15'20" EAST FROM THE CENTER OF SAID SECTION 31); THENCE DUE SOUTH 115.25 FEET; THENCE NORTH 89°22'58" WEST 143.14 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 200 EAST STREET; THENCE NORTH 00°02'42" WEST 113.11 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89°45'46" EAST 143.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,347 SQUARE FEET OR 0.375 ACRES.



WILCOX PROPERTY BOUNDARY EXHIBIT

SCALE: 1"=30'

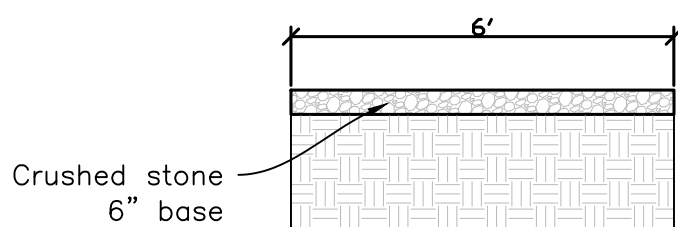


CURVE TABLE

CURVE	RADIUS	ARC LTH	CHD LTH	CHD BEARING	DELTA
C1	58.01	77.35	71.75	N84°04'20\"	78°23'40"
C2	200.00	280.85	258.34	S49°46'14\"	80°27'32"
C3	250.00	87.01	86.57	N19°30'42\"	19°56'29"
C4	120.00	62.26	61.59	S75°15'33\"	25°28'58"
C5	110.00	112.78	107.91	S28°08'01\"	58°44'11"
C6	150.00	67.91	67.33	S19°12'26\"	25°56'25"
C7	100.00	45.02	44.64	N13°16'50\"	25°47'39"
C8	100.00	39.68	39.42	N10°58'56\"	22°43'56"
C9	200.00	250.38	234.35	S24°39'13\"	71°43'42"
C10	200.00	150.48	146.96	S10°20'40\"	43°06'38"
C11	200.00	32.86	32.83	S36°34'43\"	7°21'27"
C12	100.00	100.74	96.53	N29°14'25\"	57°43'11"
C13	250.00	111.71	110.79	S42°17'02\"	25°36'11"
C14	200.00	192.29	184.96	N27°32'54\"	55°05'08"
C15	200.00	62.93	62.67	S09°00'51\"	18°01'42"
C16	526.48	166.76	166.06	N08°59'04\"	18°08'53"
C17	230.00	176.68	172.37	N67°59'35\"	44°00'51"
C18	230.00	45.98	45.51	N49°18'31\"	11°21'16"
C19	230.00	45.73	45.66	N28°56'07\"	11°23'33"
C20	230.00	54.99	54.88	N16°23'24\"	13°41'53"
C21	170.00	238.73	219.59	N49°46'14\"	80°27'32"
C22	280.00	55.16	55.07	N15°11'05\"	11°17'14"
C23	280.00	42.29	42.25	N25°08'19\"	8°39'15"
C24	130.00	47.14	46.90	N19°30'42\"	19°56'29"
C25	28.00	43.81	39.48	S45°10'18\"	89°38'24"
C26	28.00	44.15	39.72	N44°49'42\"	90°20'36"
C27	130.00	47.14	46.90	N19°30'42\"	19°56'29"
C28	130.00	43.75	43.56	S29°07'05\"	18°42'25"
C29	130.00	43.61	43.42	S10°21'30\"	18°38'45"
C30	130.00	2.98	2.98	N10°23'27\"	11°6'21"
C31	174.00	2.62	2.62	S00°40'09\"	0°51'51"
C32	174.00	44.95	44.82	S08°30'07\"	14°48'04"
C33	174.00	31.20	31.16	S21°00'29\"	10°16'20"
C34	76.00	34.21	33.83	N13°16'50\"	25°47'39"
C35	76.00	30.15	29.96	N10°58'56\"	22°43'56"
C36	67.25	2.82	2.82	N00°40'47\"	2°24'19"
C37	116.00	42.47	42.41	N10°58'56\"	22°43'56"
C38	75.94	0.55	0.55	N22°16'00\"	0°25'02"
C39	28.00	27.20	26.14	S05°28'54\"	55°39'36"
C40	50.00	40.28	39.20	N10°13'49\"	46°08'48"
C41	50.00	16.58	16.50	N22°20'54\"	18°59'40"
C42	50.00	31.07	30.57	N49°38'47\"	35°36'07"
C43	50.00	28.57	28.18	N44°42'51\"	34°42'51"
C44	50.00	28.57	28.18	S63°26'31\"	32°44'26"
C45	50.00	26.19	25.89	S32°03'57\"	30°00'42"
C46	50.00	16.58	16.50	N10°13'49\"	46°08'48"
C47	50.00	59.87	56.36	S36°14'10\"	68°56'12"
C48	28.00	6.73	6.72	N63°38'57\"	13°46'40"
C49	28.00	16.82	16.57	N57°31'25\"	25°44'41"
C50	144.00	60.67	60.15	S13°12'25\"	25°56'25"
C51	116.00	9.88	9.88	N29°44'15\"	4°52'47"
C52	94.00	94.07	90.19	S28°25'53\"	57°20'14"
C53	10.50	16.13	15.71	S10°13'49\"	46°08'48"
C54	10.50	17.12	15.29	N76°11'29\"	9°25'05"
C55	10.50	17.80	15.75	N19°05'20\"	97°08'34"
C56	10.50	15.70	14.28	S72°18'56\"	85°39'59"
C57	116.00	42.34	42.11	N10°58'56\"	22°43'56"
C58	25.00	19.34	18.86	S21°46'53\"	44°19'26"
C59	0.38	0.38	0.38	S45°03'54\"	21°14'37"
C60	55.00	39.36	38.52	N26°41'17\"	40°59'52"
C61	55.00	40.33	39.44	N15°49'10\"	42°01'00"
C62	55.00	40.33	39.44	N57°30'10\"	42°01'01"
C63	55.00	40.33	39.44	S80°08'49\"	42°01'01"
C64	55.00	40.33	39.44	S38°07'48\"	42°01'01"
C65	55.00	49.88	48.19	S08°51'32\"	51°57'39"
C66	59.00	11.62	11.60	S40°53'57\"	12°06'51"
C67	25.00	20.32	19.76	N23°39'51\"	46°34'03"
C68	130.00	16.40	16.39	S03°59'40\"	7°13'40"
C69	130.00	43.33	43.13	S17°09'27\"	19°05'55"
C70	130.00	82.94	81.54	S44°59'03\"	36°33'16"
C71	10.50	15.68	14.26	N20°26'20\"	85°33'35"
C72	230.00	42.35	42.29	S17°03'59\"	10°39'57"
C73	233.29	51.01	50.91	S05°28'51\"	12°31'42"
C74	230.00	41.33	41.27	S06°03'47\"	10°17'44"
C75	170.00	20.24	20.23	N07°48'01\"	6°49'14"
C76	170.00	192.59	182.45	N26°03'50\"	64°54'28"
C77	10.50	16.49	14.85	N74°28'56\"	90°00'00"
C78	10.50	16.49	14.85	S15°31'04\"	90°00'00"
C79	230.00	123.76	122.27	N06°12'15\"	30°45'46"
C80	230.00	46.00	45.92	S25°20'56\"	11°27'33"
C81	230.00	46.00	45.99	S36°48'29\"	11°27'33"
C82	230.00	46.00	45.92	S48°16'01\"	11°27'33"
C83	230.00	26.18	26.16	S57°15'26\"	6°31'16"
C84	220.00	16.47	16.47	N31°37'38\"	4°17'22"
C85	220.00	81.84	81.37	N44°25'43\"	21°18'49"
C86	280.00	125.12	124.08	N42°17'02\"	25°36'11"
C87	230.00	221.13	212.71	N27°32'34\"	55°05'08"
C88	170.00	163.44	157.72	N27°32'34\"	55°05'08"
C89	70.00	70.52	67.57	S29°14'25\"	57°43'11"
C90	10.50	14.78	13.59	N81°34'43\"	80°38'33"
C91	170.00	155.68	150.29	N10°13'49\"	52°28'05"
C92	150.00	36.86	36.76	S08°52'21\"	14°04'42"
C93	166.00	40.79	40.68	S08°52'21\"	14°04'41"
C94	126.00	30.96	30.88	N08°52'21\"	14°04'44"
C95	28.00	37.46	34.73	S40°09'44\"	76°39'29"
C96	50.00	4.64	4.64	N75°49'59\"	5°18'57"
C97	50.00	223.98	78.45	S49°50'16\"	256°39'27"
C98	230.00	74.37	72.07	S09°00'51\"	18°01'42"
C99	496.53	95.10	94.95	N12°34'21\"	10°58'25"
C100	496.53	61.40	61.37	N03°32'34\"	7°05'08"
C101	170.00	53.49	53.49	S09°00'51\"	18°01'42"
C102	556.43	88.15	88.05	S13°31'10\"	9°04'35"
C103	559.52	81.61	81.54	S04°06'30\"	8°21'26"
C104	58.01	24.04	23.87	S69°36'08\"	23°44'36"

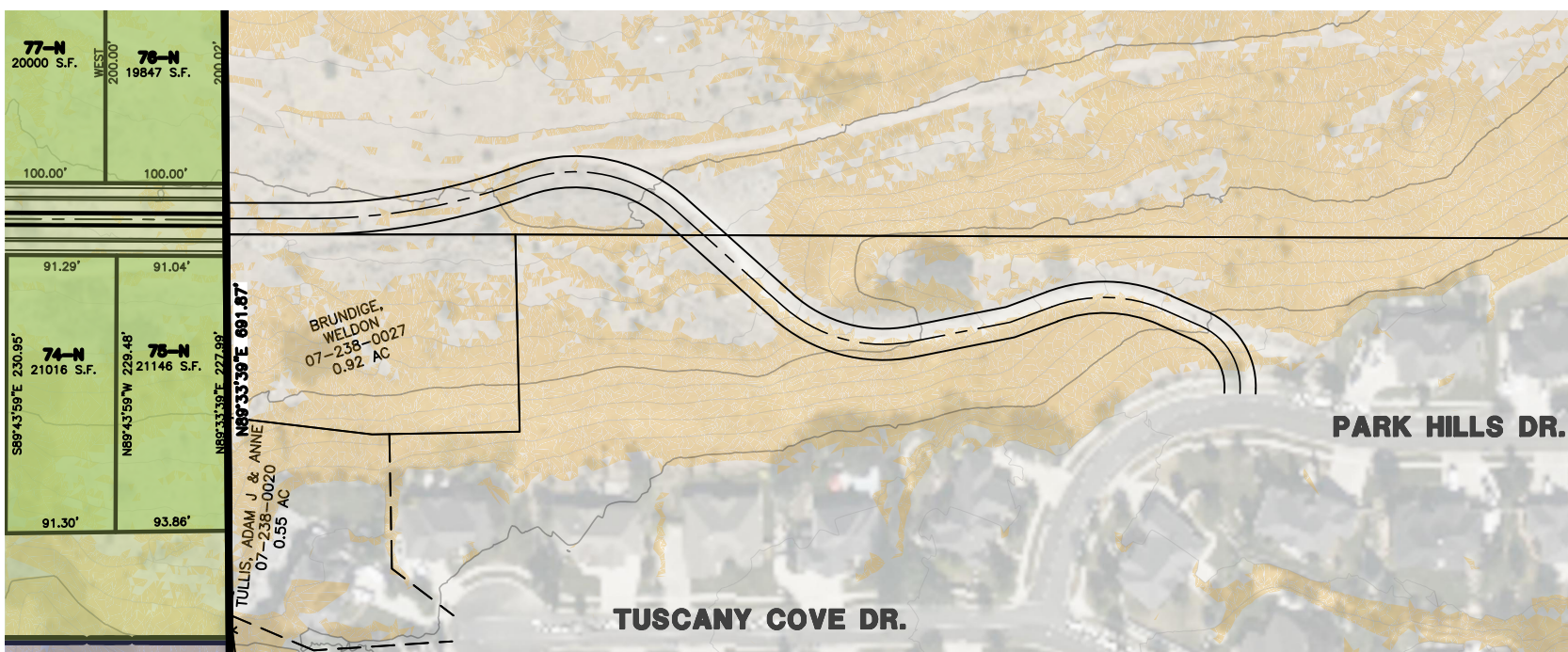
LINE TABLE

#	BEARING	DISTANCE
L1	S86°40'41\"	W47.99'
L2	N88°59'22\"	W12.49'
L3	N89°55'51\"	W34.78'
L4	S89°19'01\"	W53.79'
L5	S89°33'52\"	W105.00'
L6	N00°05'59\"	W16.50'
L7	WEST	41.19'
L8	S00°15'20\"	W9.90'
L9	N89°43'09\"	W17.94'
L10	S82°40'06\"	E44.40'
L11	S03°41'21\"	W16.75'
L12	WEST	51.83'
L13	S29°28'56\"	E57.79'
L14	S60°31'04\"	W26.75'
L15	S60°31'04\"	W39.39'
L16	S00°14'13\"	E93.88'
L17	N58°06'01\"	W49.79'
L18	EAST	51.83'
L19	EAST	51.83'
L20	S69°10'18\"	W58.23'
L21	S89°22'58\"	E69.61'
L22	N0°15'12\"	W64.03'
L23	N00°20'36\"	W36.34'
L24	N89°22'58\"	W20.00'
L25	S89°59'04\"	E20.00'
L26	N00°20'36\"	W24.41'
L27	S29°28'56\"	E26.55'
L28	N89°22'58\"	W36.13'
L29	S22°20'54\"	W13.84'
L30	S60°31'04\"	W19.54'
L31	S00°14'13\"	E13.25'
L32	S89°45'47\"	W90.00'
L33	S89°45'47\"	W107.44'
L34	S00°23'01\"	E20.18'
L35	S16°31'05\"	W15.57'
L36	S22°20'54\"	W32.04'
L37	S06°32'43\"	E57.12'
L38	N89°22'58\"	W149.26'
L39	S89°19'01\"	W17.37'
L40	S00°22'50\"	E23.03'
L41	S11°06'57\"	E8.95'
L42	S15°54'41\"	E74.46'
L43	N88°10'00\"	E26.00'
L44	S19°54'41\"	E17.37'
L45	S15°54'41\"	E79.65'
L46	N01°50'00\"	W2.40'
L47	S01°50'00\"	E55.00'
L48	S01°50'00\"	E55.00'
L49	S01°50'00\"	E36.48'
L50	S00°18'44\"	E77.78'
L51	S00°19'44\"	E76.46'
L52	N89°22'58\"	W69.29'
L53	S89°22'58\"	W36.44'
L54	N0°00'04\"	W105.81'
L55	N82°26'14\"	E36.69'
L56	S00°05'59\"	E110.08'



TRAIL DETAIL

SCALE: NTS

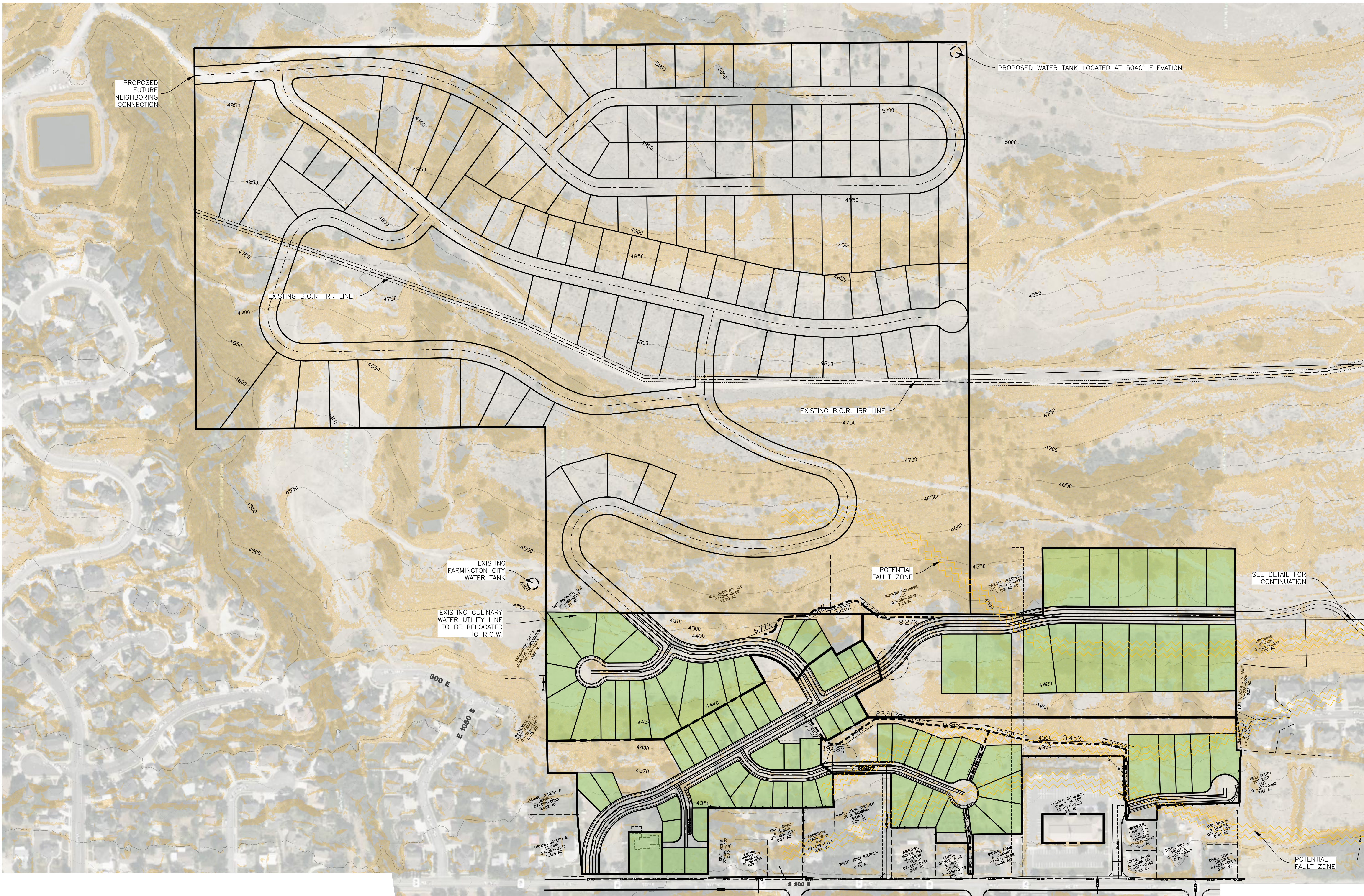


26' FIRE ACCESS ROAD

SCALE: 1"=120'

Farmington Reserve - The Garden

Farmington City, Davis County, Utah



Farmington Reserve - The Garden

Farmington City, Davis County, Utah

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve.co

RA

LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS	DATE	DESCRIPTION
7/21/2025	Future Conn.(s)	Removed

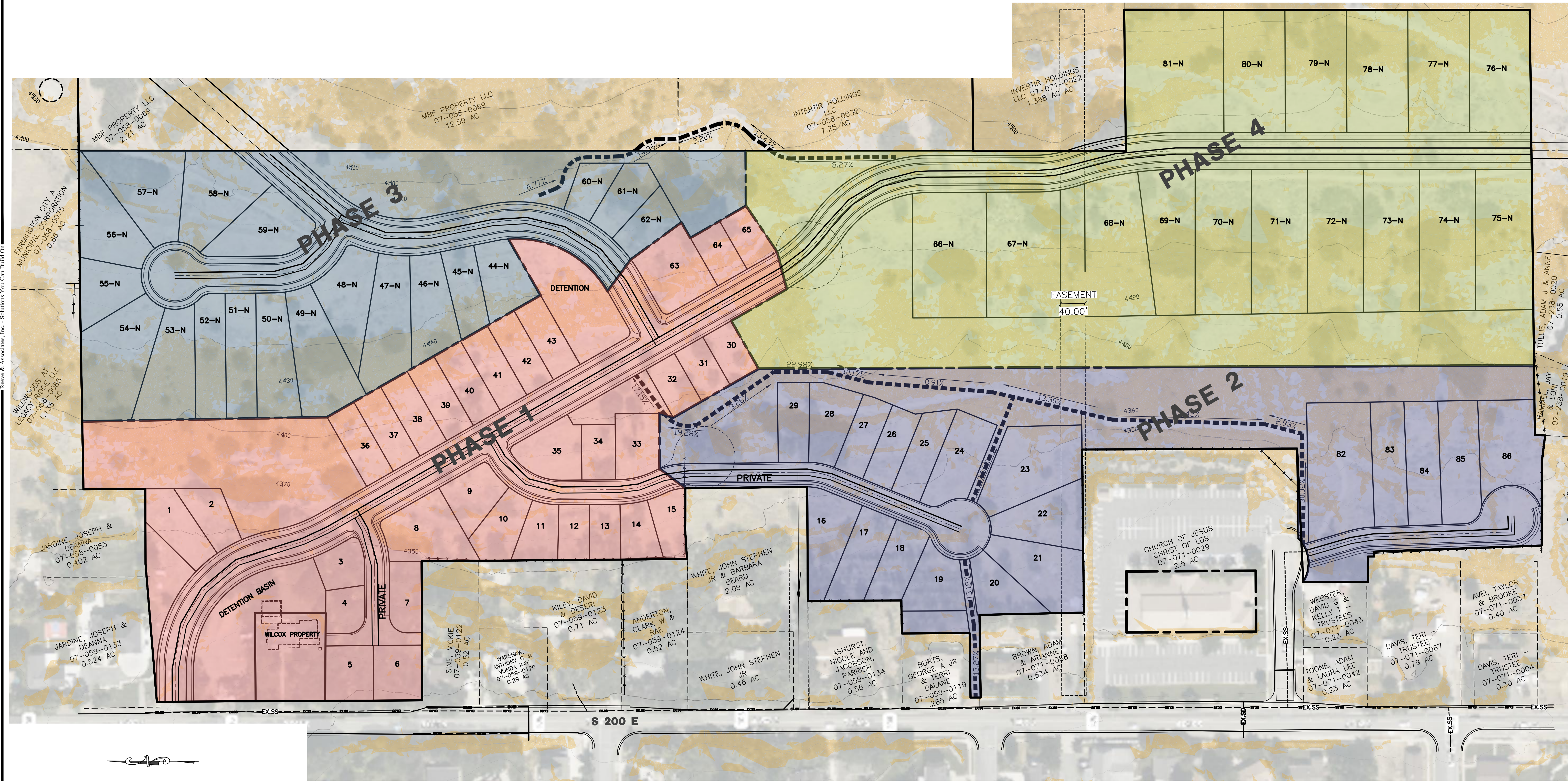
Farmington Reserve - The Garden
PART OF THE SOUTH 1/2 OF SEC. 30 AND THE NORTH 1/2 OF SEC. 31
SECTION 8, T.1E, S.12B, R.1E, U.S. SURVEY
FARMINGTON CITY, DAVIS COUNTY, UTAH

Connectivity Plan

Project Info.	
Engineer:	J. NATE REEVE, P.E.
Planner:	C. CAVE
Designer:	S. SIMRAYTH
Date:	4/17/2025
Name:	FARMINGTON RESERVE
Number:	8298-01

Sheet	5
3	Sheets

Revised: Aug, 13 2025



Farmington Reserve - The Garden

Farmington City, Davis County, Utah



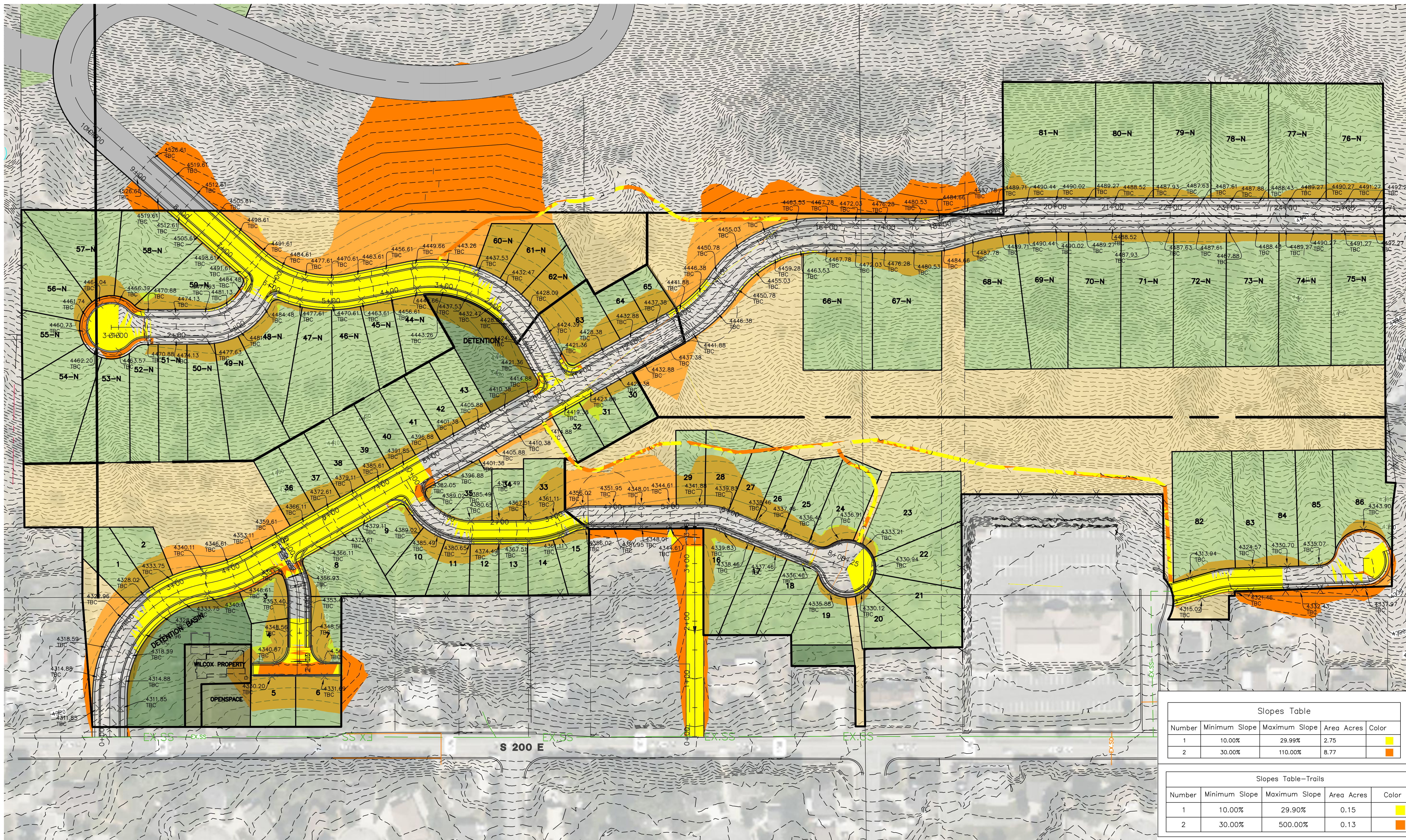
REVISIONS	DESCRIPTION
DATE	

Farmington Reserve - The Garden
PART OF THE SOUTH 1/2 OF SEC. 30 AND THE NORTH 1/2 OF SEC. 31
SECTION 30, 31, & 32, T.16N., R.1E., S.16E.,
FARMINGTON CITY, DAVIS COUNTY, UTAH

Phase Plan

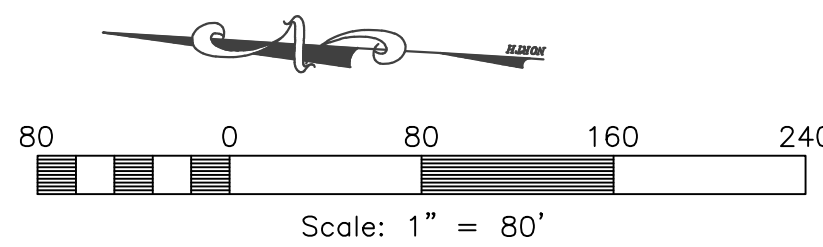
Project Info.	
Engineer:	J. NATE REEVE, P.E.
Planner:	C. CAVE
Designer:	S. SIMRAYTH
Date:	08/13/2025
Name:	FARMINGTON RESERVE
Number:	8298-01

Sheet	5
4	Sheets



Slopes Table				
Number	Minimum Slope	Maximum Slope	Area Acres	Color
1	10.00%	29.99%	2.75	Orange
2	30.00%	110.00%	8.77	Yellow

Slopes Table--Trails				
Number	Minimum Slope	Maximum Slope	Area Acres	Color
1	10.00%	29.90%	0.15	Orange
2	30.00%	500.00%	0.13	Yellow



Farmington Reserve - The Garden

Farmington City, Davis County, Utah



REVISIONS	DESCRIPTION
DATE	

Farmington Reserve - The Garden
PART OF THE SOUTH 1/4 OF SEC. 30 AND THE NORTH 1/2 OF SEC. 31
FARMINGTON CITY, DAVIS COUNTY, UTAH

GRADING
ROAD SLOPE ANALYSIS

Project Info.	
Engineer:	J. NATE REEVE, P.E.
Planner:	C. CAVE
Designer:	S. SIMRAYH
Date:	4/17/2025
Name:	FARMINGTON RESERVE
Number:	8298-01

Sheet	5
5	Sheets

Revised: Aug, 13 2025

**FARMINGTON CITY
PLANNING COMMISSION**

September 18, 2025

WORK SESSION Present: Chair Frank Adams; Vice Chair Tyler Turner; Commissioners Kristen Sherlock, Scott Behunin, and George "Tony" Kalakis. Staff: Community Development Director Lyle Gibson and Planning Secretary Carly Rowe. **Excused:** Commissioners Spencer Klein and Joey Hansen; Alternate Commissioners Eve Smith and Brian Shepard; and City Planner Shannon Hansell.

Regarding agenda Item #1, a special exception application for an additional 5.4 feet of height, Community Development Director **Lyle Gibson** said the applicant has now proposed an open-air pickleball court instead of a big building. The exception is for one roofline of the main new home.

For item #2, Brickmoor Boyer Subdivision and Project Master Plan (PMP) application, **Gibson** said the City is only selling 16 of the 18 acres. The applicant dropped the unit count by six compared to their last iteration. While the well site is under construction, tests are being done looking for liquefaction. Pads will have to go on geopiers to stabilize the buildings, which adds to expenses. Things are being platted individually so they can be sold off individually in the future, if desired. **Gibson** passed around an example of a deed restriction authorized by the City Attorney. The Development Agreement addresses how to meet the moderate-income housing requirement, including renting nine of the units at a reduced rate. Since they are platted individually, the deed restrictions will be recorded against nine lots, so information about future sales etc. will be passed along to the City. All parties such as financing and title companies will be aware of the restrictions. The households have to qualify as meeting 80% or less of the Area Median Income (AMI). The numbers will be expressed in percentages and ratios, as the actual hard number will fluctuate depending on the market. It will run with the land long-term, or 30 years, despite any future involvement by Boyer. They will have to prove unsuccessful, appropriate advertising before they will be allowed to rent it at market rates. For example, these are three-bedroom townhomes that will be priced around \$2,800 a month for market rate and \$2,000 for the reduced rent.

Resident **Mark Howard**, who lives to the east of this subdivision, addressed the Commission, saying he has been hearing people discuss this are for the last 20 years. He is impacted by it, in part. Along with a planner neighbor, he visited with the Utah Department of Transportation (UDOT) recently about traffic concerns. A new access will cause additional strain at a transition area. Better signage is needed to alert motorists that the road is reducing from four lanes down to two on the northern end of the project.

Gibson said it would still function without a signal, especially with additional striping and signage. Whether or not a traffic light would be allowed there depends on who you talk to at UDOT. Since it is a City road, Staff has more control over it.

Regarding the future fire station, there have been concerns that it will cost too much and be overbuilt. The sell of the city's land will produce \$10 million base. The Planning Commission doesn't control the purse strings, but they can evaluate if it is good planning or not. Chair **Frank Adams** said the City should maximize its returns, and should therefore sell the property for as much as possible.

REGULAR SESSION Present: Chair Frank Adams; Vice Chair Tyler Turner; Commissioners Kristen Sherlock, Scott Behunin, and George "Tony" Kalakis. Staff: Community Development Director Lyle Gibson and Planning Secretary Carly Rowe. **Excused:** Commissioners Spencer Klein and Joey Hansen; Alternate Commissioners Eve Smith and Brian Shepard; and City Planner Shannon Hansell.

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

SPECIAL EXCEPTION APPLICATION – *public hearing*

Item #1: Jared Kay, Premier Constructors on behalf of Williams Family Estate LLC (25-12) – Applicant is requesting special exception consideration to allow up to 5.4 feet of additional building height to a proposed main building at 233 South 650 West in the AE (Agricultural Estates) zone.

Community Development Director **Lyle Gibson** presented this item. This special exception is for a requested increase in a building height up to 32.4 feet for a new main, single-family residential building. The proposed height of the structure is approximately 31'11". The applicant is requesting a special exception to exceed the maximum building height of 27 feet for main buildings as specified by 11-10-050 A.

In Farmington, building height is measured from the finished grade to the midpoint of the highest pitch, or gable (see included diagram). The Planning Commission may consider an increase in height up to 20% of the requirement (32.4 feet total). In considering the Special Exception, FCC 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.

Chair **Frank Adams** opened and closed the public hearing at 7:05 PM due to no comments received.

MOTION:

Kristen Sherlock made a motion that the Planning Commission **approve** the special exception for an increased building height of up to 32.4 feet for the Williams residence, subject to all applicable Farmington City development standards and ordinances.

Findings 1-2:

1. Increased height would not reasonably be detrimental to the traffic or safety of the persons residing or working in the vicinity.
2. The project is located on a parcel of sufficient size to accommodate the special exception.

Supplemental Information 1-4:

1. Vicinity Map
2. Site plan
3. Landscaping plan
4. Building plans (shortened for clarity)

Scott Behunin seconded the motion, which was unanimous.

Chair Frank Adams	X Aye ____ Nay
Vice Chair Tyler Turner	X Aye ____ Nay
Commissioner Tony Kalakis	X Aye ____ Nay
Commissioner Kristen Sherlock	X Aye ____ Nay
Commissioner Scott Behunin	X Aye ____ Nay

SUBDIVISION AND PROJECT MASTER PLAN (PMP) APPLICATION – public hearing

Item #2: Boyer Company (25-10) – Applicant is requesting recommendation of a Project Master Plan (PMP) and Preliminary Planned Unit Development (PUD) for a proposed residential subdivision consisting of 168 units on approximately 18 acres of property at approximately 1700 North Main Street (between Main Street and Highway 89) for applicant Boyer Company.

Gibson presented this item. Update since last meeting: The Planning Commission held a public hearing on August 7, 2025, for this item. Following that hearing, the developer has revised the proposed plan based on the input received from the public and Commission. A brief summary of comments heard include concerns about the total number of units, traffic increases, the ability to manage traffic access, impact on schools, unit types, guest parking, impact on streams, interaction and/or impact on historic home/bakery, and building height.

In response, the developer has reduced the number of units from 174 to 168 with some minor rearranging of community space and units allowing for an expanded open space near the bakery and the ability to maintain a day-lit stream through the property.

In addition to updated plans, the City has sought additional input related to some of the concerns heard during the hearing. City Engineering Staff has communicated with the Utah Department of Transportation (UDOT) and is still confident that a traffic signal will occur at the north access across from Mountain Road. Similarly, traffic studies indicate that the proposed project will not cause intersections to run at unacceptable grades, nor will the increased traffic exceed the capacity of Main Street. The City also has assurance from the Davis School District that the schools in the area can handle the projected growth of student population that this project is anticipated to generate.

The developer has worked with City Staff to create a Development Agreement that ensures that the project which is being proposed is how the project will be developed. The agreement grants allowances where needed to account for the proposed lot sizes, setbacks, townhomes elements, and items such as increased building height near the highway while also placing limits on items such as the total amount of housing. The agreement also includes the developer's proposal for inclusion of moderate-income housing.

Gibson said all concerns have been addressed or can be as the project advances. Staff is looking for a recommendation from the Planning Commission related to this current proposal to forward to the City Council. The City Council will hold a public hearing in addition to considering the recommendation of the Commission.

August 7, 2025 Report: Farmington City currently owns several acres of property between Main Street and Highway 89 just south of the interchange. The property, which is zoned Neighborhood Mixed Use (NMU), had previously received entitlement for development as a commercial shopping center. Only the bank at the intersection ever developed, and the commercial demand has since shifted towards Station Park. The City acquired the property when the commercial development failed. The City has sat on the property until recently when the City Council decided that the best use of

the property for the City was to find a developer to whom the property could be sold to produce a desirable development while providing revenue to the City that could be used to help fund City needs, specifically a new fire station.

The Boyer Company was selected from amongst multiple responses to a Request for Qualifications (RFQ), and they have been working to develop a concept for several months. Based on the total amount of land in the NMU zoning district and the number of existing units within that area along Main Street, the City entered into an agreement with Boyer that considers no more than 265 total residential units. Boyer has engaged with residents in the area on multiple occasions since going under contract on the property. Based on the initial feedback they have received, they have put together the PMP and Schematic Subdivision included with this report.

The current phase in the approval process is conceptual. While far more than just a napkin sketch, much of the detailed engineering has yet to be done. The City's approval processes are established in this manner to better facilitate consideration of a project; adjusting at the concept level reduces risk to developers who are seeking assurance, while providing input opportunities for the City at every stage. Items such as stream alteration permits and wetland mitigation are potentially needed and resolution to such would be determined through the preliminary plat process where additional engineering is required (see FMC 12-5-110 for preliminary plat requirements).

The NMU district requires that development be considered through the Planned Unit Development (PUD) process. The purpose of a PUD is to provide public benefits that would not otherwise be required, while also achieving better site design through flexibility. The NMU district requires all development to go through this process. Alternative allowances and flexibility permitted through the PUD process are typically memorialized through a Development Agreement. While the zoning district indicates in its purpose that it would provide for a mix of single-family and multi-family residential units together with commercial development, the demand for commercial development at this location has proven to be very limited. Multiple discussions with commercial real estate professionals have confirmed that the use of the property will be residential.

Brickmoor includes 33 proposed lots for single-family detached units, and 141 single-family attached units (townhomes) with varied architecture, common areas with a clubhouse, trails, and other amenities. Townhomes include two-story units that are either front- or rear-loaded with three-story rear-loaded units near the highway. Lots for detached single-family homes are located closest to existing residential on the west side of Main Street. Private streets serve the development with two access points onto Main Street.

Among the number of issues to consider with the project is the number of proposed units. The NMU zoning states that maximum residential density in the NMU zone is nine units per acre. This could be interpreted in different ways. As previously noted, a cap was placed on the initial agreement with Boyer that there would be no more than 265 units based on this language, assuming a density over the zoning district at large. Of note, per FMC 11-27-030, "a Planned Unit Development is a residential development in which the regulations of the underlying zone are waived to allow flexibility and innovation in site and building design if approved by the Planning Commission and City Council." Consistent with this intent, State Law allows for the establishment of unique regulations including establishing density through the use of development agreements. The NMU zone includes language indicating this may be expected.

It is the opinion of City Staff that the Planning Commission may recommend whatever density or unit count they feel is appropriate for the site. For reference, the project area includes over 19 acres of land. Included in this area is 2.6 acres of UDOT property which is integrated into the project for open space and storm water design. The 174 proposed units is 9 units per acre over the whole project area. If considering only the approximately 16 acres of land that are to be sold to Boyer by the City, the density is 10.8 units per acre.

In addition to unit count, the Planning Commission may wish to weigh in on the layout/project configuration, unit mix, architecture, building height, setbacks, amenities, transportation network, and landscaping. Of note, a trip generation statement has been provided indicating that the proposed development will create minimal impact or delay on the existing road network as designed.

Ultimately this development will be considered through the use of a Development Agreement as is typical with a PUD to spell out the specific allowances or restrictions applicable to the project. A draft agreement is in process between Boyer Company and City Staff. It is the anticipation of both City Staff and Boyer that this initial hearing will help provide input regarding the use of the property and proposed design to potentially inform changes to the design and also better inform the Development Agreement. An additional public hearing with the Planning Commission will follow where a Development Agreement will be available for the review of the public and Planning Commission before the project advances to the City Council for additional consideration.

The PUD process and need for a Development Agreement make this review a legislative process allowing for broad discretion by the Planning Commission in its recommendation. The City Council will consider the recommendation of the Planning Commission and make the final decision at a future meeting.

Applicant **Spencer Moffat** representing the Boyer Company indicated that they took the comments and tried to incorporate those where they could on the plan. This included taking out some of the homes, essentially eliminating six units. More parking was added and spread consistently throughout the project as well.

Chair **Frank Adams** opened the public hearing at 7:09 PM.

Steve Anderson said he and his wife own the 3 acres of farmland across the street. He used to sit on the Planning Commission and Board of Adjustment, so he understands how it works; he is grateful for the service the Commission provides. While he is pro-development, he just wants everyone to be considered whether they are for or against. This should be a monument for great planning.

Drew Niel (Shepard Road, Farmington, Utah) said he hadn't heard if the emergency lane used off of Hollyhock Road had officially been made part of the agreement. There is a pre-school on his road that can produce a little traffic. He would like the emergency use clearly defined by time of day, enforcement, and who is allowed to open and close the gate.

Mark Howard (Somerset Farms, Farmington, Utah) lives east of this subdivision. He wants to address the road that merges into a single lane, from two while getting off of the freeway. He is wondering if there could be signage placed somewhere where the lanes go to one so it prevents accidents. His planner neighbor asked him to inquire about the access coming out of the subdivision, and if it could be widened to four lanes for a better traffic transition.

Sharon Tru (Northridge Road, Somerset, Farmington, Utah) questioned how much property is actually being sold, which she believes is between 15 to 16 acres. She is concerned with the amount of deviations from the NMU zone in this project. For example, 168 units will be allowed on 18 acres, although Boyer is only purchasing 16. That would allow them to develop only 135 units. A good share of those will end up as rentals over time, which allows for more occupants per unit. She feels this is spot zoning and zoning for dollars. It is illegal and arbitrary to allow special treatment of a particular landowner. She would like Boyer to comply with the NMU zoning statutes and follow good development practices. Deviations from city code include details that have been overlooked such as dedicated bike pathways. The Devil is in the details.

Matt Poulson (Main Street, Farmington, Utah) is a life-long Farmington resident; he was raised in the home that he now lives in. He has similar concerns about the traffic (specifically the north access) and density. He said right now, it is difficult to get out of his own driveway, and the incoming properties will impact that even more. He is also concerned with the few rentals there will be (likely for moderate-income housing). Today's luxury development is tomorrow's urban blight.

Andrew Geperline (Somerset, Farmington, Utah) has lived in the area for about 20 years. He has a career in transportation engineering for 30+ years. He would like to be engaged free of charge in future decisions. He doesn't want his future neighbors to be hurt. He said this project is going to increase pedestrian movements in the intersection where the lanes go from four to two. He would like the City to look at safety and include mitigation. He wants some of the future funds for safety and mitigation to prevent a signal being needed. The Cherry Hill area across the street from this development is meant for children. Having a right-in, right-out would mitigate a lot of the potential problems.

Jake McIntire (Somerset, Farmington, Utah) indicated there is better use of this land. He wants to know about the proposed park on UDOT land. During an early conversation, residents were promised that there would be a park, playground, and sledding hill. If it is turned into a community green space, parking will be needed.

Patricia Anderson owns 3 acres across the street. She wanted to talk about the Development Agreement, which she believes offers too much flexibility. For example, the developer can drain the water off the land without first consulting the Army Corps of Engineers. The PMP allows for much flexibility and change, and does not take care of the important issues. She sent an email earlier (included at the end of the end of the minutes) about the state statute on the allowed number of units. Other people's land cannot be used to determine density. This plan is too general regarding exits on the north end. She would like the right-in, right-out option.

Matt Martinez (Somerset, Farmington, Utah) wondered about the studies mentioned at the previous meeting indicating an identified liquefaction risk. How will that be addressed? He grew up in Chicago, where he saw high density development properties change ownership over the years; promises made by the initial developer are not kept.

Kay Stuart (Somerset, Farmington, Utah) is concerned with the plan of some units being rentals, which would mean a lot of turnover. She indicated that for-sale, owner-occupied units would be a better option.

Chair **Frank Adams** opened the public hearing at 7:38 PM.

Commissioner **Sherlock** indicated that exploring a sledding hill spark should be noted. She is worried about children walking from the neighborhood to Cherry Hill and similar pedestrian access issues. She said she is scared about liquefaction, which should be kept in the developer's control. She is grateful that the developer included more parking.

Gibson answered the density question for the project area, which all together is 20 acres. The City owns 18.3, and is selling a bit over 15 acres to Boyer. The NMU zone requires the project go through a PUD process, which allows for bonus density. Use of the UDOT land has not been figured into the numbers. There is not much desire to see the UDOT portion improved, so the developer wants to leave it. The City may put future improvements there. The trail on the west end would connect to a larger network, which would take the place of bike lanes. Emergency lane agreement would mean there is a gate or bollards that only emergency service personnel have access to a key box of sorts. A 105-page traffic impact and count study has already been done in this area figuring for 265 units, much lower than is being presently proposed.

Commissioner **Behunin** had a comment regarding the north access. He wants to see a light or mitigation taken there. **Gibson** replied that the City Engineer has spoken with UDOT traffic control regarding this scenario, and it is the City's decision for that portion of Main Street north of Shepard. It's something to be explored in the coming steps, but the City has wanted to put a light there with or without development.

Commissioner **Turner** said while he was not here at the last meeting, he has looked at both plans and sees the differences. **Turner** also touched on the light issue as well at the north entrance and would like to see the right-in and right-out option. Commissioner **Kalakis** said the roundabout idea would actually work a little better in his opinion, and it would solve the right-in and right-out problem.

Chair **Adams** said he appreciates the heartfelt comments and understands the anxiety. He doesn't like to see Development Agreements left empty or hanging. He would rather they be complete. This one is lengthy and complete. **Adams** noted that the City cannot control all aspects of development such as liquefaction. Often other jurisdictions will be involved. He likes the idea of a roundabout, and signage where the lanes narrow from two to one. The extensive Staff Report addresses many of the issues raised tonight. He also said that what is being proposed is compliant with code and what the PUD allows.

Sherlock said she wants further study, particularly on the north end of the development of the flow of traffic in and out of the neighborhood, between there up to Highway 89 and continued to Cherry Hill, as was brought to the Commission's attention earlier in the meeting,

Adams suggested to keep it general, and ask that traffic issues be looked at as related where Mountain Road comes in north to Highway 89. Other Commissioners wanted a right-in and right-out to be added to the motion, as well as future funding be dedicated to the safety of that area. **Gibson** said all comments can be forwarded to the City, whether or not they are made part of the motion.

Sherlock said the Planning Commission should provide input to the City Council requesting further traffic studies and in-depth analysis of all types of traffic (pedestrian, cycle, automobile) that can include traffic lights, roundabouts, or right-in/right-out. Also, additional funds should be sought after to be able to make this plan work.

MOTION:

Kristen Sherlock made a motion that the Planning Commission **recommend approval** of the Schematic Subdivision Plan, Preliminary Planned Unit Development, and Development Agreement for the Brickmoor.

Findings 1-5:

1. The proposed development is consistent with the Farmington City General Plan and vision for the area.
2. The subdivision as designed creates a desirable neighborhood that is consistent with the NMU zone and Planned Unit Development purpose and standards.
3. As designed, the development can be serviced by required utility providers and establishes a street network capable of handling the number of units proposed.
4. The project creates a variety of housing while providing reasonable buffering and transitioning from abutting properties while creating a desirable streetscape along Main Street at the entry to the City.
5. The property supports and enhances the historic home/bakery which it is adjacent to while providing meaningful community benefits such as open space access and trails in addition to amenities created for the residents of Brickmoor. In addition to the proposed rent reduction on 9 townhome units, these improvements qualify as "other benefits" to help the project meet its moderate-income housing requirement.
6. Further traffic studies be completed for all modes of traffic – that consider traffic lights, roundabouts, or right-in-right-out; and that additional funds could potentially go towards traffic safety.

Supplemental Information 1-3:

1. Vicinity Map
2. Project Master Plan and Schematic Subdivision Plan
3. Trip Generation Statement

Tony Kalakis seconded the motion, which was unanimous.

Chair Frank Adams
 Vice Chair Tyler Turner
 Commissioner Tony Kalakis
 Commissioner Kristen Sherlock
 Commissioner Scott Behunin

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

OTHER BUSINESS

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

- a. Planning Commission Minutes Approval for August 21, 2025
 - **Kristen Sherlock** motioned to approve the minutes; **Scott Behunin** seconded the motion; all in favor.
- b. Gibson provided the City Council Report for September 2, 2025
 - The Council approved the Parks Master Plan and the General Plan after a couple of tweaks. It originally showed a future hillside annexation portion on the southeast end of town that the Council didn't want included in the future land use map. This was removed.
 - The Council approved the Lagoon project rezone. Lagoon committed to pay for a path connecting to the trail on the park's west side. This will help fund paving of a path from a bus stop along Park Lane heading down to the park.
 - Regarding the Development Agreement amendment for Gattrel Gardens, the Council agreed to let the developer keep the 1880s part of the historic home at 37 N., and demolish the parts made in the 1960s, which would allow for a bigger and more modernized garage.

ADJOURNMENT

Tyler Turner motioned to adjourn at 8:10 PM.

Chair Frank Adams
 Vice Chair Tyler Turner
 Commissioner Tony Kalakis
 Commissioner Kristen Sherlock
 Commissioner Scott Behunin

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

Frank Adams, Chair

Fw: Opposition to Use of Adjacent UDOT Property in Density Calculations – Brickmoor Development

From Lyle Gibson <lgibson@farmington.utah.gov>
Date Tue 9/2/2025 8:44 AM
To Carly Rowe <crowe@farmington.utah.gov>

For the record - Brickmoor.

LYLE GIBSON, AICP
COMMUNITY DEVELOPMENT DIRECTOR
801.939.9220
160 S MAIN, FARMINGTON UT 84025
FARMINGTON.UTAH.GOV



From: Frank Adams <fadams@farmington.utah.gov>
Sent: Monday, September 1, 2025 8:52 AM
To: Lyle Gibson <lgibson@farmington.utah.gov>; Shannon Hansell <shansell@farmington.utah.gov>; Paul Roberts <proberts@farmington.utah.gov>
Subject: Fw: Opposition to Use of Adjacent UDOT Property in Density Calculations – Brickmoor Development

I forward herewith further communication from Patricia Anderson for your consideration.

Frank

From: Patricia Andersen <patricia.a.andersen@gmail.com>
Sent: Monday, September 1, 2025 8:07 AM
To: tturner@farminton.utah.gov <tturner@farminton.utah.gov>; Frank Adams <fadams@farmington.utah.gov>; Joey Hansen <joey.hansen@farmington.utah.gov>; Kristen Sherlock <ksherlock@farmington.utah.gov>; George Kalakis <gkalakis@farmington.utah.gov>; Brian Shepherd <bshepherd@farmington.utah.gov>; Scott Behunin <sbehunin@farmington.utah.gov>; Carly Rowe <crowe@farmington.utah.gov>
Subject: Re: Opposition to Use of Adjacent UDOT Property in Density Calculations – Brickmoor Development

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Patricia Andersen
671 Somerset St, Farmington UT 84025
patricia.a.andersen@gmail.com

September 1, 2025

To: Frank Adams and Members of the Farmington City Planning Commission

Re: Opposition to Use of Adjacent UDOT Property in Density Calculations – Brickmoor Development

Dear Mr Adams and Planning Commission Members,

I am writing to formally object to the proposed Brickmoor development's attempt to include adjacent Utah Department of Transportation (UDOT) property in its housing density calculations. Based on my review of the County Land Use Code and Utah statutes, this approach is inconsistent with both local zoning requirements and state agency property restrictions.

1. Density Must Be Calculated on the Lot Area Owned or Controlled by the Applicant

Area zoning code defines lot area as land under unified ownership or control. Public right-of-way and state-owned transportation land are excluded unless legally transferred through deed, lease, or other formal instrument. As of September 1, 2025, UDOT property adjacent to this site remains under state ownership, with no recorded conveyance or lease to the developer in the County Recorder's Office.

2. UDOT Property Cannot Be Counted Without Formal Transfer

UDOT policy requires any private use of state transportation property to go through the surplus property process, subject to review for transportation needs. There is no record of such approval for this parcel. Using UDOT land in density calculations without legal control constitutes a material misrepresentation in the application.

3. Allowing This Precedent Would Undermine Zoning Integrity

Permitting a developer to count unrelated public land toward density sets a precedent that could erode established development standards and compromise infrastructure planning. This project's density, if calculated correctly, would exceed allowable limits under the current zoning district.

Request for Action

I respectfully request that the Planning Commission:

1. Require the applicant to demonstrate legal control of any parcel included in density calculations, with recorded documents from UDOT.
2. Exclude UDOT property from all density and lot coverage calculations unless such control is proven.
3. Postpone any approval until compliance with zoning definitions and state property procedures is verified.

Thank you for your attention to this matter and for upholding the integrity of our land use process. I am happy to provide supporting documentation, including county parcel maps and UDOT property records, upon request.

Sincerely,

Patricia Andersen

--

.....

Patricia Andersen
patricia.a.andersen@gmail.com

Fw: Opposition to Insufficient Ingress/Egress and Parking Protections – Brickmoor Development

From Lyle Gibson <lgibson@farmington.utah.gov>
Date Tue 9/2/2025 8:44 AM
To Carly Rowe <crowe@farmington.utah.gov>

For the Record - Brickmoor

LYLE GIBSON, AICP
COMMUNITY DEVELOPMENT DIRECTOR
801.939.9220
160 S MAIN, FARMINGTON UT 84025
FARMINGTON.UTAH.GOV



From: Frank Adams <fadams@farmington.utah.gov>
Sent: Monday, September 1, 2025 8:51 AM
To: Lyle Gibson <lgibson@farmington.utah.gov>; Shannon Hansell <shansell@farmington.utah.gov>; Paul Roberts <proberts@farmington.utah.gov>
Subject: Fw: Opposition to Insufficient Ingress/Egress and Parking Protections – Brickmoor Development

I forward herewith correspondence from Patricia Anderson for your consideration.
Frank

From: Patricia Andersen <patricia.a.andersen@gmail.com>
Sent: Monday, September 1, 2025 8:06 AM
To: tturner@farmington.utah.gov <tturner@farmington.utah.gov>; Frank Adams <fadams@farmington.utah.gov>; Joey Hansen <joey.hansen@farmington.utah.gov>; Kristen Sherlock <ksherlock@farmington.utah.gov>; George Kalakis <gkalakis@farmington.utah.gov>; Brian Shepherd <bshpherd@farmington.utah.gov>; Scott Behunin <sbehunin@farmington.utah.gov>; Carly Rowe <crowe@farmington.utah.gov>
Subject: Opposition to Insufficient Ingress/Egress and Parking Protections – Brickmoor Development

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Patricia Andersen
671 Somerset St, Farmington UT 84025
patricia.a.andersen@gmail.com
September 1, 2025

To: Frank Adams and Members of the Farmington City Planning Commission

Re: Opposition to Insufficient Ingress/Egress and Parking Protections – Brickmoor Development

Dear Mr Adams and Planning Commission Members,

I am writing to formally object to the proposed Brickmoor development's attempt to claim sufficient ingress/egress and parking on its site. I formally request that, for public safety, a UDOT traffic signal warrant study for a light at Mountain Road and Main Street in Farmington City be conducted prior to formalization, to include the development agreement for the proposed Brickmoor site as projected; and that the south emergency access, greater parking availability for housemates and guests, as well as planned natural and amenity spaces, be formalized in the development agreement.

Based on UDOT traffic signal warrant study requirements, a light at Mountain Road is not currently warranted. This applies to ingress and egress for the proposed 168 units, including housemates and guests.

1. Warrants 7 and 8 have been carefully discussed in Andrew Gemperline's August email to the city. His expertise indicates that warrant 7 "Crash Experience" is not currently met, and that waiting 1
2. Warrant 8 "Roadway Network" is also in question, given that proof of need is in question for lights well under UDOT's existing distance statutes. For this location, .25 miles is the smallest incren

Per the Manual on Uniform Traffic Control Devices, minimum standards must be met where possible.

Request for Action

I respectfully request that the Planning Commission:

1. Reduce density on the parcel and require a north right in, right out entrance/exit to the development, providing sufficient and safe access ahead of any further action.
2. Reduce density and increase extra parking to account for the real number of spaces needed.

3. Formally include 'emergency only' use for the South access, and maintain location standards by placing natural areas and amenities in the development agreement.

Thank you for your work on this as well as on density issues in North Farmington.

Sincerely,
Patricia Andersen

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Patricia Andersen
patricia.a.andersen@gmail.com

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## source paper

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**From** Patricia Andersen <patricia.a.andersen@gmail.com>

**Date** Thu 9/4/2025 4:41 PM

**To** Carly Rowe <crowe@farmington.utah.gov>

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

This is the source paper for Patricia Andersen's email regarding the number of units per purchased acre for Brickmoor development by Boyer. I request it be put on record with "Re: Opposition to Use of Adjacent UDOT Property in Density Calculations -- Brickmoor." Add to it the following clarification: no property may be included in density calculations without a formal land transfer to the developer. Currently 15.75 planned acres for purchase by Boyer Company is the only land that may be calculated for density purposes of 9 units per purchased acre.

What Utah law says (state code)

- Municipal land-use powers (general): Cities set density rules by ordinance. Nothing in state code lets an applicant use someone else's land just because it's adjacent; density comes from local ordinance and the land included in the application.
- Transferable Development Rights (TDR): A city may adopt an ordinance creating "sending" and "receiving" zones so development rights from one parcel can be used on another. Without a TDR ordinance, a city may not allow the use of TDRs. (This is the typical lawful way to use off-site land to increase density.)
- Statute: Utah Code § 10-9a-509.7 and related definitions (§ 10-9a-103) for "sending/receiving zones."

Utah case law & authoritative guidance

- LD III LLC v. Mapleton City, 2020 UT App 41. The court discusses a development agreement/TDR framework; TDRs are a recognized tool to exceed base restrictions in a receiving area when authorized by ordinance. (Confirms the mechanism—not a free pass to count unrelated adjacent land.)
- Utah Property Rights Ombudsman (persuasive guidance):
- Advisory Opinion 118: A city must apply the ordinance's density method and may not calculate density by reference to surrounding properties.
- Advisory Opinion 208: When a code calculates density for a "planned development," it is computed using the gross acreage of the defined project area—i.e., the land within the application—unless the ordinance says otherwise.

Practical implications

1. Include it in the project: If you want to count adjacent land, you typically need ownership, a recorded option/contract + owner's written consent, or to make a joint application so that land is part

of the "project area" under the ordinance. (Many city codes define density by "gross/net project size" limited to the land under consideration for development.)

2. Use a TDR program: If the city has adopted a TDR ordinance, acquire rights from a "sending" parcel and apply them to your site in a "receiving" area. No TDR ordinance = no off-site density.

3. Development agreements/overlays: Some cities allow density averaging within a PUD/PRD or special district, but still within the approved project boundary; off-site land not in the application isn't counted unless the code explicitly allows it.

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Bottom line

- Not owned/not included land next to your project generally cannot be used in your density calculation under Utah law.
- Exceptions: (a) the adjacent land is brought into the project with the owner's consent so it's part of the site area counted

Best,

Patricia Andersen  
671 Somerset St, Farmington UT 84025

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Patricia Andersen  
[patricia.a.andersen@gmail.com](mailto:patricia.a.andersen@gmail.com)

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Brad Bornemeier



4:49 PM

Yes, technically, if the comment is made privately to me, I must disclose it to the Planning Department.

Here should be fine if you're okay with me sharing it with Lyle and Shannon.

Unread messages

5:20 PM

Ah ok. My comment is more about what's fueling the sale of the property, the fire station, not the BOYER'S planned proposal tonight. I was made aware that the planned fire station is going to be about 20k sqft. That's bigger than all of Layton's fire stations put together. There is no need for a station that big. So my comments point: if we reduce the size of the fire station by more than half then the cost will be less. Then the City doesn't need to get \$12mil+ from the sale to Boyer. We don't have to deal with 160+ living units in that small part of town. Just a thought. Thanks



Message



CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, September 16th, 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

WORK SESSION – 6:00 p.m.

- Trails App Presentation – Scott Kichman
- Discussion of regular session items upon request

REGULAR SESSION – 7:00 p.m.

CALL TO ORDER:

- Invocation – Melissa Layton, Councilmember
- Pledge of Allegiance – Scott Isaacson, Councilmember

PRESENTATIONS:

- Appointment of Levi Ball as Finance Director and administration of the oath of office

PUBLIC HEARING:

- Consideration of a Development Agreement for the Preliminary Planned Unit Development and Schematic Subdivision for the Brickmoor residential project

SUMMARY ACTION:

1. Monthly Financial Report
2. Zone Change Enabling Ordinance – B and C-R to CRT (Lagoon Administration Building)
3. Approval of Minutes for 09.02.25

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/pmnl. Posted on September 11th, 2025