



**FARMINGTON CITY
PLANNING COMMISSION**

July 16, 2026



FARMINGTON

MORE TIME FOR LIVING

PLANNING COMMISSION MEETING NOTICE AND AGENDA Thursday July 16, 2026

Notice is given that Farmington City Planning Commission will hold a regular meeting at City Hall 160 South Main, Farmington, Utah. A work session will be held at **6:00 PM** prior to the **regular session which will begin at 7:00 PM** in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website at farmington.utah.gov. Any emailed comments for the listed public hearings, should be sent to crowe@farmington.utah.gov by 5 PM on the day listed for meeting.

SPECIAL EXCEPTION APPLICATION – public hearing

1. Richard Haws – Applicant is requesting a Special Exception for increased lot coverage at 448 West 1300 North.

SUBDIVISION AND ZONE CHANGE APPLICATIONS – public hearing x2

2. Cole West – Applicant is requesting a rezone of approximately 2.8 acres of property from the AA (Agriculture) zone to the LR (Large Residential) zone and Consideration of Schematic Subdivision and Preliminary PUD (Planned Unit Development) Master Plan for the Primrose Lane Subdivision consisting of 19 single family residential lots at 44 West 1600 South and approximately 1575 South and Frontage Road.
3. Mary Curtis – Applicant is requesting a Rezone of 0.36 acres of property from the OTR-F (Original Townsite Residential - Foothill) zoning district to the R-4-F (Multiple Family Residential – Foothill) zoning district at 37 South 200 East.

ZONE TEXT AMENDMENT – public hearing x2

4. Farmington City – Applicant is requesting Multiple Amendments to Title 11, Planning and Zoning, to remove reference to the SPARC (Site Plan Architecture Review Committee), modify requirements for posting a bond in relation to a demolition, update home occupation allowances related to vehicles and equipment, and update provisions related to the Planning Commission based on state law requirements.
5. Farmington City – Applicant is requesting Zone Text Amendment implementing criteria for reporting on affordable and moderate-income housing.

SUMMARY ACTION AND OTHER BUSINESS

6. Applications and Approval of Minutes
 - a. Planning Commission Minutes June 18, 2026
 - b. STACK
 - c. Miller Hollow Preliminary Plat
 - d. SSF Lakeview Hills Plat Amendment & Special Exception
7. City Council Reports, Upcoming Items & Trainings.
 - a. City Council Report
 - b. Other

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

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.

***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 July 10, 2026. Carly Rowe, Planning Secretary.*



Farmington City

Planning Commission Staff Report

July 16, 2026

Item 1: Lot Coverage Special Exception

Public Hearing: Yes
Application No.: 26-23
Property Address: 448 West 1300 North
Zoning Designation: LR-F (Large Residential - Foothill)
Area: 1.47 acres
Property Owner: Richard Haws
Applicant: Aaron Johnson

Request: *The applicant is seeking a special exception to allow for increased lot coverage.*

Background Information

The property owner is looking to build a garage addition to the east side of the existing house. While the LR zoning district has no coverage restrictions as it relates to the primary structure, the Foothill overlay in Section 11-30-040 F places a maximum impervious material coverage area of 35% or 5,000 square feet, whichever is smaller.

While fairly restrictive, the code does allow for consideration of additional impervious material coverage by way of a Special Exception.

The subject property is a large lot including 1.47 acres or 64,033 square feet. 35% of this lot coverage would be 22,411 sq. ft. of impervious material coverage. The existing coverage already exceeds 5,000 square feet and the with the new addition will include 20,988 sq. ft. of impervious surface or 32.3%

The request fits within the purview of consideration for the Planning Commission.
32.3% < 35%

The criteria for consideration of a Special Exception are included with this report along with plans and renderings showing the work to be completed.

Suggested Motion

Move that the Planning Commission approve the Special Exception allowing impervious material coverage at the subject property up to 35%..

Findings:

1. 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;
2. Will not create unreasonable traffic hazards; and
3. Is located on a lot or parcel of sufficient size to accommodate the special exception.

Supplemental Information

- 1. Special Exception Code**
- 2. Vicinity Map**
- 3. Proposed Site Plan**
- 4. Renderings of proposed work.**

11-3-045: SPECIAL EXCEPTIONS:

A special exception requires careful review of such factors as location, design, configuration and/or impacts to determine the desirability of authorizing its establishment on any given site. This section sets forth procedures for considering and approving special exceptions to the provisions of this title.

B. Authority: When expressly provided for under the provisions of this title, the Planning Commission is authorized to approve special exceptions to the provisions of this title in accordance with the terms and provisions set forth in this section. When pertaining to an adjustment to the height of a building, the Planning Commission may authorize an adjustment of up to twenty percent (20%) of the prescribed requirement.

4. The Planning Commission shall hold a public hearing, except as provided in D.2. above, and thereafter shall approve, approve with conditions or deny the application pursuant to the standards set forth in subsection E of this section. Any conditions of approval shall be limited to conditions needed to conform to the special exception to approval standards.

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; and**
- c. Is located on a lot or parcel of sufficient size to accommodate the special exception.**











Farmington City Planning Commission Staff Report July 16, 2026

Item 2: Rezone from the AA (Agriculture) zone to the LR (Large Residential) zone and Consideration of Schematic Subdivision and Preliminary PUD (Planned Unit Development) Master Plan for the Primrose Lane Subdivision.

Public Hearing:	Yes
Application No.:	26-17
Property Address:	44 W 1600 S and 1575 S Frontage Road
General Plan Designation:	NR (Neighborhood Residential)
Current Zoning Designation:	AA (Agriculture)
Requested Zone:	LR (Large Residential)
Number of Lots:	19
Area:	2.8 acres
Property Owner / Applicant:	Douglas Fadel, Trust / Cole West

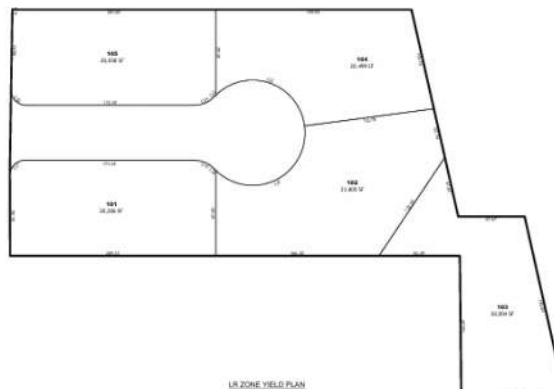
Background Information

The subject property is undeveloped land just east of I-15 adjacent to the frontage road and the northbound flyover from I-15 to the West Davis Corridor.

The AA zoning currently applies to this and a handful of nearby properties to the north and south. The requested LR zone can be found to the east and south with some higher density R and R-2 zoning in neighborhoods to the north near the park.

Development of the property is highly limited under the current zoning. The applicant is seeking a rezone to the LR district to develop single family lots. The 20,000 square foot conventional lot size found in the LR zone would yield a subdivision of 5 total lots.

(Yield Plan)



Most of the development in the area includes homes on lots of approximately 10,000 square feet in size having used the Alternative standards found in the LR district by providing open space. Rather than providing open space within the project area, the current proposal includes a development agreement which established the parameters for the purchase of TDR (Transfer of Development Right) lots. The TDR concept is specifically outlined as an option within the LR zoning district. The use of TDR lots allows for the consideration of adding additional lots into a project. In the case of this proposal the applicant is seeking to purchase 14 TDR lots from the city to bring the total number of lots to 19. The TDR purchase supports open space off site and if accepted would allow for lots of 4,500 square feet in size or larger as proposed, a nearby example of lots of this nature can be found on the south side of 1700 South in Centerville's Woods Park Subdivision.

The project includes a single larger lot that fronts 1600 South Street and 18 smaller single family home lots along a private drive accessed from the frontage road. A schematic plan has been provided along with example architecture to be used in the construction of homes.

The project as proposed includes a private street along with a request to use setbacks which vary from the standards of the LR zone. As such a PUD (Planned Unit Development) overlay is being requested and the provisions accounting for the requested deviations are found in the included development agreement. Notably the applicant is seeking approval of the lot sizes and reduced setbacks in the side, front, and rear yards.

Together with the rezone request the applicant has submitted a schematic subdivision design. The Development Review Committee (DRC) has undertaken an initial review of the design and generally recognizes the ability to serve the project as proposed. There are known questions or issues to be fully resolved related to storm water management, flood plain alteration, and wetland delineation. Should the City grant approvals of the current request, the applicant would be required to do more extensive design and engineering and provide proof of resolution related to all applicable requirements including any documentation needed resolving water related concerns or issues from applicable entities such as FEMA or the Army Corp of Engineers.

The Planning Commission is tasked with providing a recommendation to the City Council regarding the proposal and whether or not it is a good direction for the use of the subject property.

As a subjective legislative action, staff is providing the Planning Commission with a selection of motions to consider:

Alternative Motions

1. Motion to recommend APPROVAL of the requested rezone to the LR district, PUD Overlay, Schematic Subdivision Plan, and included Development Agreement.

Findings:

- a. The requested zoning and PUD overlay creates development which is consistent with the city's adopted General Plan and which is appropriate at the subject property in relation to its surroundings.
2. Motion to recommend DENIAL of the requested rezone, PUD Overlay, Schematic Subdivision Plan, and proposed Development Agreement.

Findings:

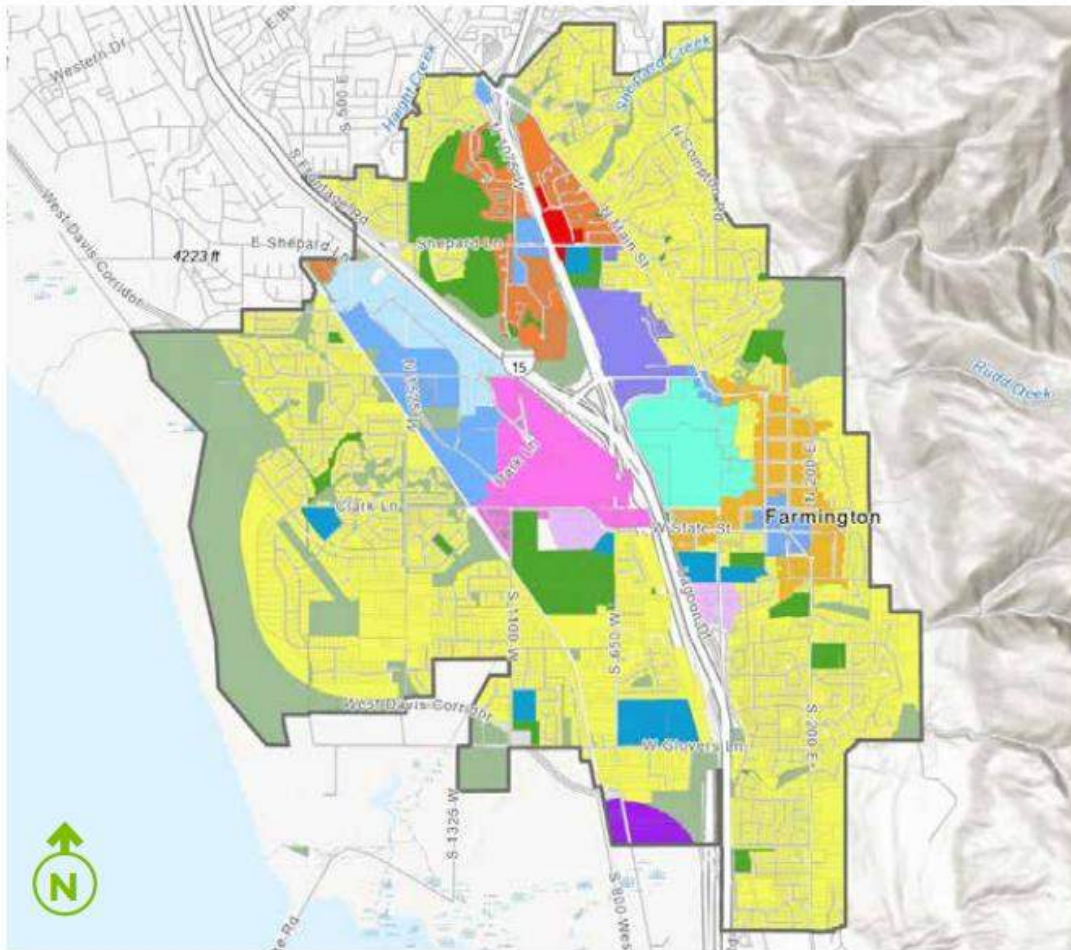
- a. The request is not consistent with the city's adopted General Plan and would create development which is incompatible with surrounding properties.
3. Motion to TABLE this item for further consideration and request that a development agreement be created which limits the potential use of the property under the requested zone.

Supplemental Information

1. General Plan Future Land Use Maps
2. Current Zoning Map
3. Vicinity Map
4. Development Agreement / Schematic Plan

GENERAL PLAN

11.8 Future Land Use Map

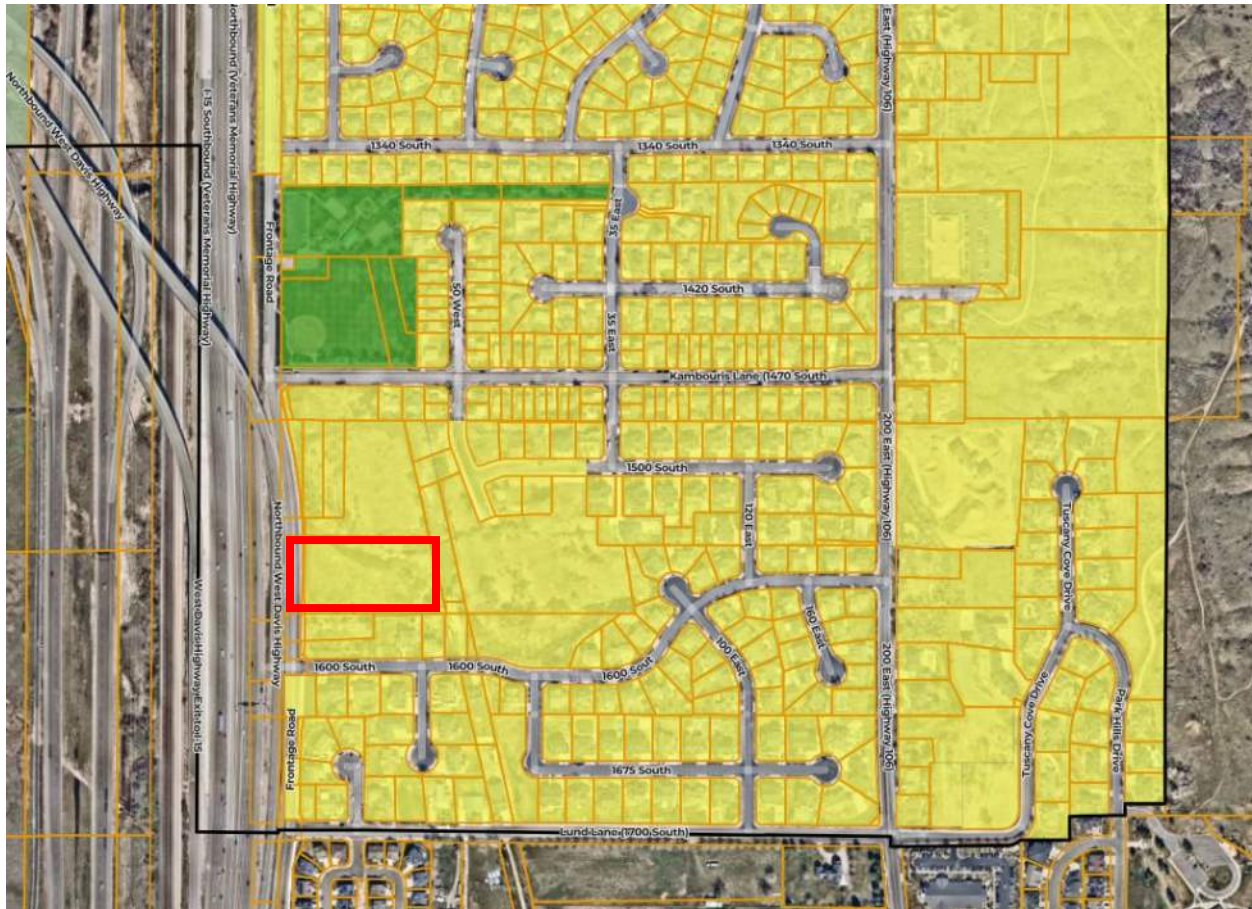


NR

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.



GENERAL PLAN – FUTURE LAND USE MAP – AREA CLOSEUP



Yellow = Neighborhood Residential
Green = Community and Recreation (Park / Trail)

After recording, please send to:

Farmington City
Attn: City Recorder
160 S. Main Street
Farmington, Utah 84025

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is made and entered into as of the Effective Date (defined below), by and between Cole West, LLC., a Utah limited liability corporation (“Developer”), and Farmington City, a municipality and political subdivision of the State of Utah (the “City”). This Agreement is approved by current property owner The George K. Fadel Trust dated December 29, 1975 (the “Property Owner”), through its trustee. City and Developer are jointly referred to as the “Parties” and each individually as a “Party.”

RECITALS:

A. Property Owner owns a combined 2.86 acres of land on abutting the east I-15 frontage road and 1600 South Street, identified in Davis County Recorder Records as parcel ID numbers 07-070-0168, 07-070-0125, 07-272-0041 and 07-272.0050, more particularly described on Exhibit A attached hereto (the “Property”). Developer has the Property under contract from the Property Owner.

B. The Developer desires to establish a planned unit development (PUD) on the Property and seeks City approvals to do so.

C. The Parties desire to enter into this development agreement in order to establish parameters and conditions necessary for such approval.

D. By this Agreement, the City and Developer confirm the Property’s vested entitlements for development of the Project (defined below). The City has determined that entering into this Agreement furthers the purposes Title 10, Chapter 20 of the Utah Code, the Utah Municipal Land Use, Development, and Management Act; the City’s General Plan; and the City’s land use ordinances. As a result of such determination, the City has elected to move forward with the approvals necessary to approve the development of the Project (defined below) in accordance with the terms and provisions of this Agreement and the Preliminary PUD Master Plan. This Agreement is a “development agreement” within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-20-102(18).

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

1. **Recitals; Definitions.**

1.1. **Recitals.** The Recitals set forth above are incorporated herein by this reference.

1.2. **Defined Terms.** Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized has the meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including the exhibits. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

1.2.1. “Agreement” means this Agreement including all of its exhibits.

1.2.2. “Applicable Law” has the meaning set forth in Subsection 15.1.

1.2.3. “City” means the City of Farmington, and includes, unless otherwise provided, any and all of the City’s agencies, departments, officials, employees or agents.

1.2.4. “City Code” means the Farmington City Code in effect as of Effective Date.

1.2.5. “City Council” means the city council of the City.

1.2.6. “Effective Date” has the meaning set forth in the Section 2 below.

1.2.7. “Future Law” means the laws, ordinances, policies, standards, guidelines, directives, procedures, and processing fee schedules of the City which may be in effect in the future at any time when a Land Use Application is submitted and which may or may not apply to the Project based upon the terms of this Agreement.

1.2.8. “Land Use Application” means an application required by Title 11 of the City Code that is required to develop land and construct improvements thereon.

1.2.9. “Lot(s)” means a tract of land that is created by and shown on a subdivision plat approved by the City and recorded with the Davis County Recorder’s Office.

1.2.10. “Preliminary PUD Master Plan” means the development plan for the Property attached hereto as Exhibit B.

1.2.11. “Project” means the development to be constructed by Developer on the Property in accordance with the Preliminary PUD Master Plan.

1.2.12. “Term” has the meaning set forth in Subsection 15.2 below.

2. **Effective Date.** This Agreement is effective as of the date it has been fully executed by the Parties and Property Owner. (the “Effective Date”).

3. **Vested Rights.** As of the Effective Date, Developer has the vested right to proceed with application for preliminary and final plat approval for the Project in accordance with the Preliminary PUD Master Plan, with the maximum of nineteen (19) lots for the Property, conditioned upon the Developer completing its obligations under this Agreement.
4. **Zoning; Deviations.** Developer shall develop the Property in a manner that is consistent with the uses allowed by this Agreement
- 4.1. **Zoning.** The Project will be developed in accordance with (i) this Agreement (ii) the Preliminary PUD Master Plan, and (iii) the requirements of the underlying zone, except as modified by this Agreement.
- 4.2. **Maximum Lots Permitted.** The Project shall be allowed to proceed with a maximum lot number of nineteen (19) lots, as provided on the Preliminary PUD Master Plan and conditioned upon the Developer completing its obligations under this Agreement.
- 4.3. **Layout; Circulation and Connectivity.** Developer is entitled to develop the Project in accordance with the dimensional requirements and development standards allowed by this Agreement and the Preliminary PUD Master Plan.
- 4.4. **Deviations from Underlying Zone Requirements.** Developer shall be allowed the following modifications from the underlying zone standards:
- 4.4.1. **Side yard setback.** The required setback for side yards shall be reduced from ten feet (10') to five feet (5').
- 4.4.2. **Front and Rear setback.** The required front and rear setback for the Project shall be reduced to twenty feet (20').
- 4.4.3. **Lot size.** Lots shall be allowed to include a minimum of 4,500 square feet in area.
- 4.4.4. **Lot width.** Lot widths within the Project may be forty-four feet wide (44'), reduced from eighty-five feet (85').
- 4.4.5. **Front and Rear setback.** The required front and rear setback for the Project shall be reduced to twenty feet (20').
5. **Developer Obligations.**
- 5.1. **Preliminary PUD Master Plan.** Developer agrees to be bound by the Preliminary PUD Master Plan and to develop in conformance with it. Minor adjustments to the plan required by engineering and practical difficulties that arise during further study may be approved by City staff. Major adjustments will require the City Council to approve an amendment to this Agreement and approval of a modified Preliminary PUD Master Plan.

Major adjustments include, but are not limited to, increasing the number of lots or requesting additional deviations from the underlying zone requirements.

5.2. **Private Facilities.** Developer agrees to construct and cause that an HOA be created to maintain any and all private facilities used in common including but not limited to the proposed Private Road and storm water management facilities.

5.3. **Transfer of Development Rights.**

5.3.1. Prior to the execution of this Agreement, the City created a sending zone on property owned by the City at the location of its Regional Park at approximately 200 South 650 West enabling the exchange of TDR lots, and the receiving zone is the Property referenced herein.

5.3.2. The value of each TDR is nine-thousand dollars (\$9,000.00), and the total value of all TDR's for this project is one-hundred twenty-six thousand dollars (\$126,000.00) (the "TDR Amount"). The Developer must pay the TDR Amount to the City prior to recordation of the final plat (the "Final Plat") of the Project. Notwithstanding any other provision of Utah or Farmington codes, the Developer agrees that City may withhold plat approval and recordation indefinitely until the TDR Amount is paid.

5.4. **Conservation Easement.** The Preliminary PUD Master Plan includes a notation indicating that a conservation easement associated with Parcel ID # 07-272-0050 must be vacated. The Developer is responsible to obtain all legal approvals related to the vacation of the portion of the conservation easement, or, if such approvals are not obtained, amend the Preliminary PUD Master Plan to remove that notation. This Agreement does not obligate the City to vacate any portion of the conservation easement; such approval and vacation must occur separately.

6. **City's Obligations.**

6.1. **Conditions of Approval.** The City shall (a) promptly review, consider and execute all consents, submittals or other documents as may be required in connection with any Land Use Application, or other required governmental approvals; and (b) promptly meet and consider such actions as required by Title 10, Chapter 20 of the Utah Code, the Utah Municipal Land Use, Development, and Management Act, and applicable City ordinances to provide all appropriate consents, approvals, and opinions as requested by Developer from time to time. The City shall cooperate with Developer and contractors working on the Project in their endeavors to obtain any other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, by way of example, public utilities or utility districts or agencies) and, at the request of Developer, in the execution of such permit applications and agreements as may be required to be entered into with such other agencies, which request shall not be unreasonably denied.

6.2. **Dedication of Right of Way or Easements.** Developer shall be required to dedicate property and the City shall accept Developer's dedication of any right-of-way to ensure the property line goes to the back of curb for existing street improvements. Developer shall also be required to dedicate Public Utility and Access Easements where applicable for the purpose of facilitating space for utilities needed to service the Property and nearby properties as well as grant permission for the use of sidewalk adjacent to the street improvements as shown in the included Preliminary PUD Master Plan, so long as it is constructed to the City's standards and specifications. Acceptance of dedication associated with this development shall conform to all standard City practices, including applicable warranty periods and bond retention.

6.3. **System Improvements.** The City shall not require Developer to construct or upsize any System Improvement, unless the City and Developer execute a reimbursement agreement on terms acceptable to Developer.

7. **Future Approvals.** Developer is required to submit Land Use Applications through the regular land development process and such Land Use Applications shall be reviewed by the City's staff. The City's staff shall approve a Land Use Application if the Land Use Applications complies with this Agreement and the applicable provisions of the City Code. All future Land Use Application approvals will be reviewed in accordance with the vested rights referenced in Section 3.1 of the Agreement.

8. **Wetlands.** Developer shall preserve and not develop upon any delineated wetlands within the Project unless any such development complies with the wetland requirements of the U.S. Army Corps of Engineers or other applicable governmental agency.

9. **Assignment.** Notwithstanding anything to the contrary in this Agreement, the rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer without the consent of the City, where such assignment is to an affiliate, or to an entity controlled or owned by Developer. All other assignments shall require the consent of the City as provided herein.

9.1. **Notice.** Developer shall give notice in accordance with Section 13 of this Agreement to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section 10. Such notice shall include providing the City with all necessary contact information for the proposed assignee.

9.2. **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

9.3. **Grounds for Denying Assignment.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.

9.4. **Assignee Bound by this Agreement.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

10. **Integration.** This Development 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 between the Parties and may only be modified by a subsequent writing duly executed by the Parties hereto.

11. **Severability.** If any part or provision of the Agreement shall be adjudged unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

12. **Legal Rights.** The Developer is represented by counsel and has had an opportunity to receive advice from counsel on this matter. The Developer agrees that any obligation entered into in this Development Agreement that may be construed as a restriction of the Developer's rights under clearly established state law, then its inclusion in this written agreement constitutes adequate disclosure under section 10-20-508 of the Utah Code. The Developer agrees that it will not attempt to void any obligation identified in this Development Agreement, and agrees to waive any objection to a condition of this Development Agreement pursuant to that subsection of Utah law.

13. **Notices.**

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be (a) served personally upon the party for whom intended, (b) sent by nationally recognized express delivery service, or (c) if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below. Additionally, any such notices, requests and demands may be sent by electronic mail, so long as such notice is also delivered by one of the methods describe above.

To Developer:

Cole West, LLC

Attn:

Address

Address

and

To the City:
Farmington City
Attn: City Attorney
160 S. Main Street
Farmington, Utah 84025
Email: proberts@farmington.utah.gov

With a copy to:
Farmington City Manager
160 S. Main Street
Farmington, Utah 84025
Email: bmellor@farmington.utah.gov

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

14. **Amendment.**

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. Any amendment must be recorded in the Davis County Recorder's Office to be effective.

15. **General Terms and Conditions.**

15.1. **Applicable Law.** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the rules, regulations, official policies, standards, and specifications applicable to the development of the Project in effect on the Effective Date (the "Applicable Law"), including the applicable City Code, resolutions, state law, and federal law.

15.2. **Termination of Agreement.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all buildings within the Project, or (ii) ten (10) years from the date on which this Agreement is recorded with the Davis County Recorder's Office; provided, however, that if Developer is not in breach of any material provisions of this Agreement when said 10-year period expires, and any portions of the Project have not been completely built-out, then this Agreement shall automatically be extended for an additional period of five (5) years (as applicable, the "Term").

15.3. **Run with the Land.** This Agreement shall be recorded against the Project. The agreements, benefits, burdens, rights, and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership.

15.4. **Default & Remedies.** If either Developer or the City fails to perform their respective obligations under the terms of this Agreement (as applicable, the “Defaulting Party”), the non-defaulting party shall provide written notice to the Defaulting Party specifically identifying the claimed event of default and the applicable provisions of this Agreement claimed to be in default. The Defaulting Party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The Parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the Parties shall have the rights and remedies available at law and in equity, including injunctive relief or 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. If the City elects to consider terminating this Agreement due to an uncured default by Developer, then the City shall give to Developer written notice of the City’s intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City’s legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to, or at the time of, said public meeting. If the City’s legislative body determines that a material uncured Default has occurred and is continuing, the City may thereafter pursue the remedy of termination.

15.5. **Non-liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to Developer or any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due, Developer, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

15.6. **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 approval of development agreements and a rezone of the Property. If a referendum or challenge relates to the City Council’s approval of this Agreement and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a notice of rescission to the City to terminate this Agreement. Upon Developer’s delivery of a notice of rescission pursuant to this Subsection 15.6, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement. If the referendum or a legal challenge is successful in overturning the approval of this Agreement, then either party may terminate this Agreement by delivery of notice of rescission, whereupon this Agreement shall automatically terminate, and the Parties shall have no further rights or obligations under this Agreement.

15.7. **Ethical Standards.** 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/or 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 the Utah Code or City Code.

15.8. **No Officer or Employee Interest.** It is 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 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 Developer's operations, or authorizes funding or payments to Developer. This section does not apply to elected offices.

15.9. **Performance.** Each Party, person, and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt, or inconvenience any other Party, person, and/or entity governed by this Agreement, the development of any portion of the Property, or the issuance of final plats, certificates of occupancy, or other approvals associated therewith. This section shall not be construed to require a Party or its representatives to provide an approval contrary to Applicable Law, regulations, or this Agreement.

15.10. **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 Judicial District Court of the State of Utah, Farmington Division.

15.11. **Third Party Rights.** The Parties to this Agreement are Developer and the City. There are no intended third-party beneficiaries of this Agreement. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property.

15.12. **Further Documentation.** This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering, and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

15.13. **Force Majeure.** Any prevention, delay, or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars or civil commotions; pandemics; fires or other casualties; or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay, or stoppage.

15.14. **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking, business arrangement, or fiduciary relationship between the City and Developer.

15.15. **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.

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 written above.

DEVELOPER:

Cole West, LLC

By: _____

Name:

Its:

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2026, personally appeared before me _____, the _____ of **Cole West, LLC** a Utah limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Development Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public

FARMINGTON CITY

By: _____

Name: _____

Its: _____

Attest:

DeAnn Carlile
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2026, personally appeared before me _____, the authorized signer of Farmington City, whose identity is personally known to me, to be the person who executed the Development Agreement on behalf of Farmington City, and who duly acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

Approved as to Form:

Paul Roberts
City Attorney

PROPERTY OWNER

The George K. Fadel Trust dated December 29,
1975

By: _____

Name: _____

Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2026, personally appeared before me _____, whose identity is personally known to me, to be the person who executed the Development Agreement as trustee of The George K. Fadel Trust dated December 29, 1975, and who duly acknowledged to me that they executed the same for the purposes therein stated.

Notary Public

EXHIBIT A

Legal Description Parcels

Davis County Parcel ID #: 07-070-0168:

A PART OF THE NW 1/4 OF SEC 31-T3N-R1E, SLB&M, DESC AS FOLLOWS: BEG AT A PT, SD PT LIES S 00°15'20" W 1550.17 FT & N 89°44'40" W 1685.67 FT FR THE N 1/4 COR OF SD SEC 31; TH W 465.50 FT TO THE E LINE OF PPTY CONV IN WARRANTY DEED RECORDED 11/10/2021 AS E# 3434349 BK 7884 PG 1208; TH ALG SD PPTY THE FOLLOWING TWO COURSES: N'LY ALG THE ARC OF A 16220.92 FT RADIUS CURVE TO THE LEFT AN ARC LENGTH OF 217.70 FT (LC BEARS N 00°24'06" W 217.70 FT) & N'LY ALG THE ARC OF A 1853.50 FT RADIUS CURVE TO THE LEFT 32.31 FT (LC BEARS N 01°17'08" W 32.31 FT); TH E 411.13 FT; TH S 12°45'42" E 256.33 FT TO THE POB. (NOTE: ROTATE ABOVE BEARINGS 00°19'39" CLOCKWISE TO EQUAL HIGHWAY BEARINGS.) CONT. 2.514 ACRES LESS & EXCEPT THAT PPTY CONV TO UDOT IN WARRANTY DEED RECORDED 07/30/2025 AS E# 3627354 BK 8800 PG 261 DESC AS FOLLOWS: A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING I-15 KNOWN AS PROJECT NO. S-R199(343), BEING PART OF AN ENTIRE TRACT OF LAND, SIT IN LOT 2 & IN LOT 1 OF SEC 31-T3N-R1E, SLB&M, THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG AT A PT IN THE EXISTING E'LY FRONTAGE ROAD R/W LINE OF THE I-15 FRONTAGE ROAD (800 WEST STR), SD PT IS 1456.85 FT S 00°15'20" W ALG THE CENTER 1/4 SEC LINE & 2151.84 FT W, FR THE N 1/4 COR OF SD SEC 31, AT A PT IN THE ARC OF A 16,249.03 FT RADIUS (16,220.92 FT RADIUS BY RECORD) NON-TANGENT CURVE TO THE LEFT (NOTE: RADIUS BEARS S 89°40'42" W) AT A PT APPROXIMATELY 37.50 FT PERP'LY DISTANT E'LY FR THE I-15 FRONTAGE ROAD (800 WEST STR) CONTROL LINE OPPOSITE APPROXIMATE ENGINEER STATION 143+00.35; & RUN TH N'LY 131.53 FT ALG THE ARC OF SD CURVE THROUGH A DELTA OF 00°27'50" (NOTE: CHORD TO SD CURVE BEARS N 00°33'13" W FOR A DIST OF 131.53 FT), TO A PT IN A 1,853.70 FT RADIUS (1,853.50 FT RADIUS BY RECORD) NON-TANGENT CURVE TO THE LEFT (NOTE: RADIUS BEARS S 89°12'49" W); TH N'LY 32.31 FT ALG THE ARC OF SD CURVE THROUGH A DELTA OF 00°59'55" (NOTE: CHORD TO SD CURVE BEARS N 01°17'08" W FOR A DIST OF 32.31 FT), TO THE NW COR OF SD ENTIRE TRACT, AT A PT OF NON-TANGENCY; TH E 4.58 FT ALG THE N'LY LINE OF SD ENTIRE TRACT, TO A PT IN A 1537.50 FT RADIUS NON-TANGENT CURVE TO THE RIGHT (NOTE: RADIUS BEARS N 89°07'46" W); TH S'LY 0.84 FT ALG THE ARC OF SD CURVE THROUGH A DELTA OF 00°01'53" (NOTE: CHORD TO SD CURVE BEARS S 00°53'11" W FOR A DIST OF 0.84 FT), TO A PT 37.50 FT RADially DISTANT E'LY FR SD CONTROL LINE OPPOSITE ENGINEER STATION 144+63.36; TH S 00°54'08" W 163.01 FT TO THE POB. (NOTE: ROTATE ALL BEARINGS IN THE ABOVE DESCRIPTION 00°06'12" COUNTER-CLOCKWISE TO OBTAIN NAD83 HWY BEARINGS.) CONT. 0.008 ACRES

TOTAL ACREAGE 2.506 ACRES

Davis County Parcel ID #: 07-272-0041:

ALL OF LOT 41, TUSCANY VILLAGE PUD.

CONT. 0.24000 ACRES.

Davis County Parcel ID #: 07-272-0050:

BEG AT THE SE COR OF LOT 41 OF TUSCANY VILLAGE PUD, & RUN TH N 89°26'37" E 30.46 FT ALG THE S BNDRY OF PARCEL B OF SD TUSCANY VILLAGE PUD; TH N 12°42' W 144.81 FT ALG THE E LINE OF THE FORMER BAMBERGER RR R/W TO THE NE COR OF SD LOT 41; TH S 0°33'23" E 141.57 FT ALG THE E BNDRY OF SD LOT 41 TO THE POB.

CONT. 0.05 ACRES

Davis County Parcel ID# 07-070-0125:

A PARCEL OF LAND BEING PART OF THE NW 1/4 OF SEC 31-T3N-R1E, SLB&M, MORE PART'LY DESC AS FOLLOWS: BEG AT A PT ON THE N'LY BNDRY LINE OF TUSCANY VILLAGE PUD RECORDED AS E# 2417499 BK 4697 PG 262 & THE W'LY LINE OF THE FORMER BAMBERGER ELECTRIC RAILROAD (BERR) R/W, SD POB BEING S 00°14'41" W 1550.17 FT ALG THE E LINE OF SD NW 1/4 & N 89°45'19" W 1685.67 FT FR THE N 1/4 COR OF SD SEC 31; & RUN TH ALG SD W'LY LINE OF BERR R/W N 12°46'21" W 41.01 FT TO THE S LINE OF THE PPTY DESC IN THAT SPECIAL WARRANTY DEED, RECORDED AS E# 2848717 BK 6205 PG 885; TH ALG SD S LINE N 89°59'47" E 67.67 FT TO THE E'LY LINE OF SD BERR R/W; TH ALG SD E'LY LINE S 12°46'21" E 41.00 FT TO SD N'LY BNDRY LINE OF SD TUSCANY VILLAGE PUD; TH ALG SD N'LY BNDRY LINE S 89°59'21" W 67.67 FT TO THE POB.

CONT. 0.063 ACRES.

Visual depiction of all parcels:

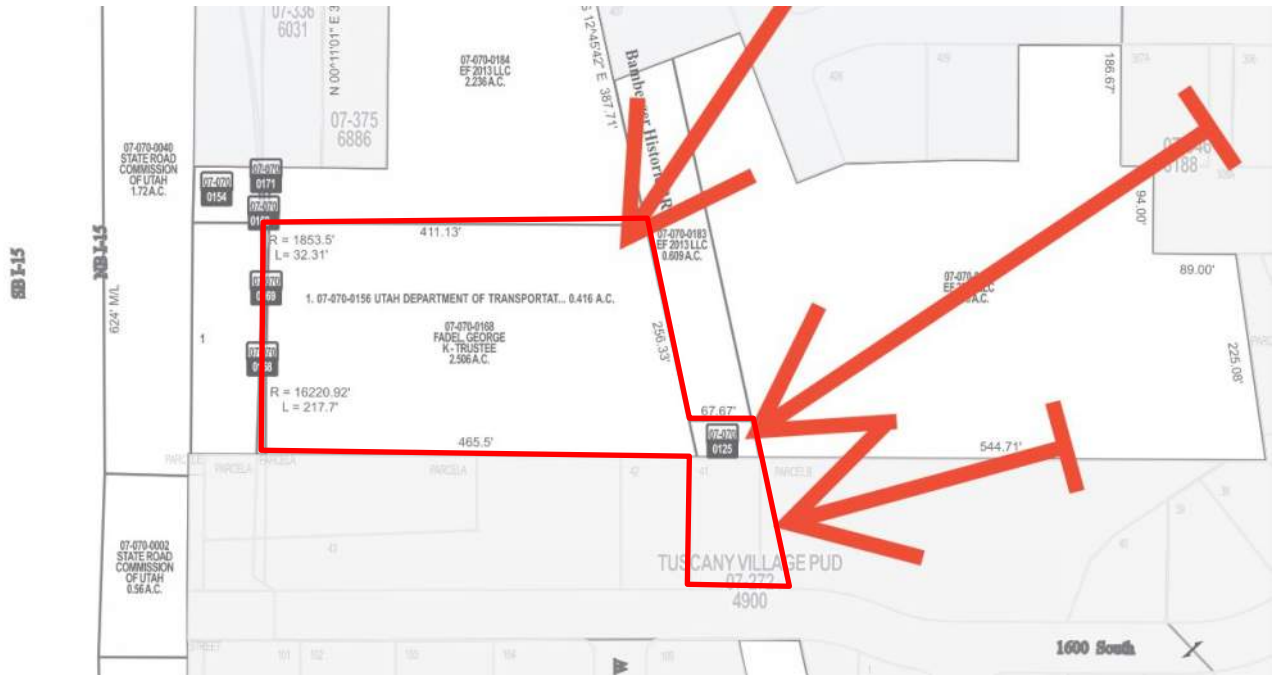


EXHIBIT B

Preliminary PUD Master Plan

C:\Users\jnick\EDM Partners Dropbox\Projects\CW Urban Misc\Farmingdon Fadel\Drawings\Conceptual Site Plan C-03.dwg



EDM Partners

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

NORTH

SCALE: 1" = 30'

0 15 30 60 90

DEVELOPER:
COLE WEST

NOTES:

STATISTICS:

TOTAL AREA	2.86 ACRES
LOTS	19
DENSITY	6.6 DU/AC

DISCLAIMER:

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

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

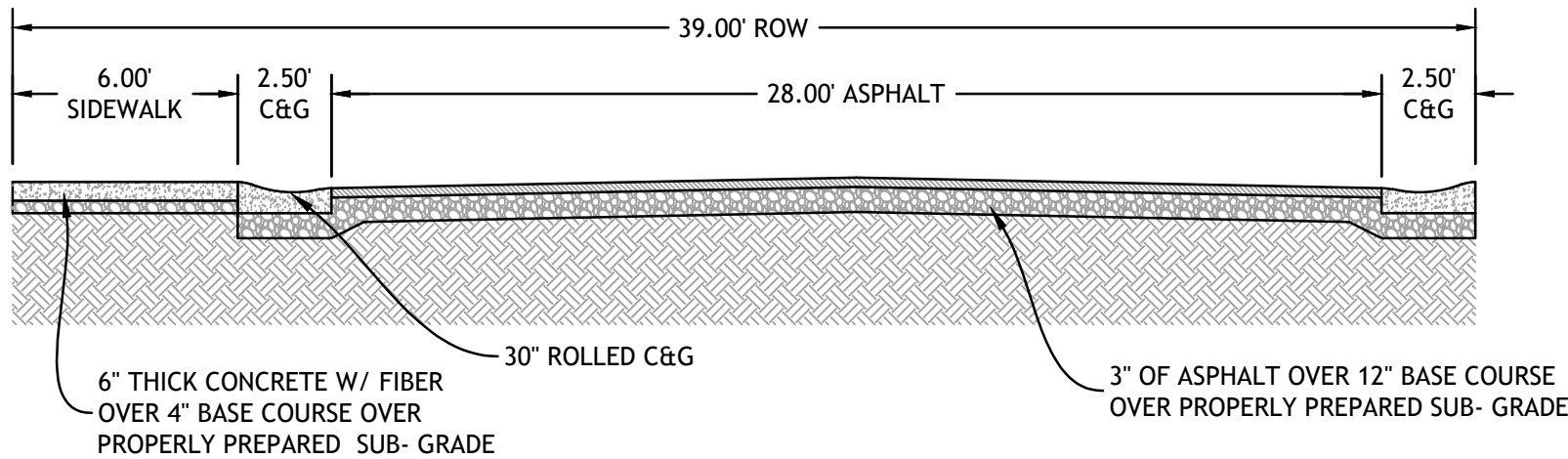
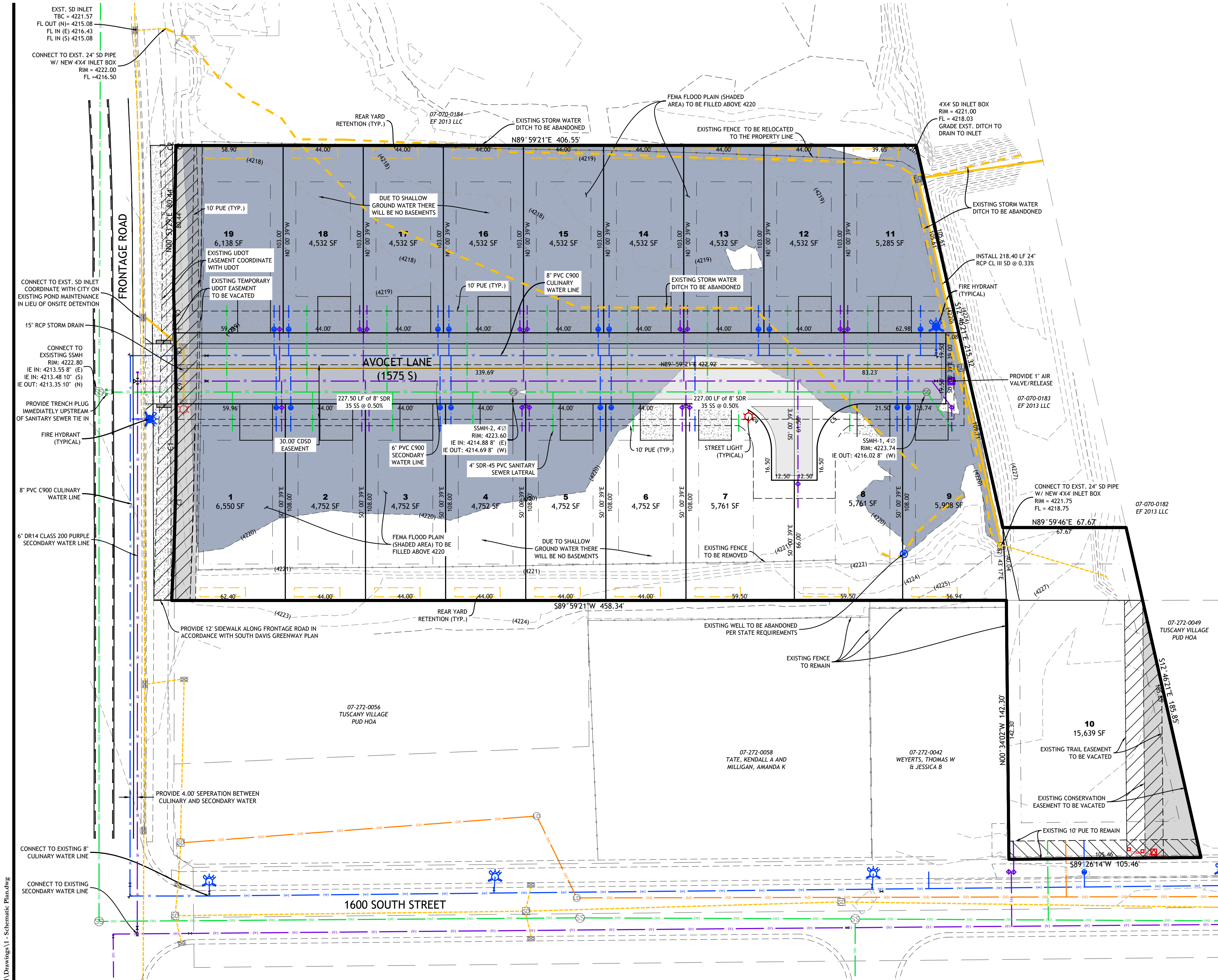
Fadel
Parcels
Conceptual Site Plan

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

DATE: May 29, 2026

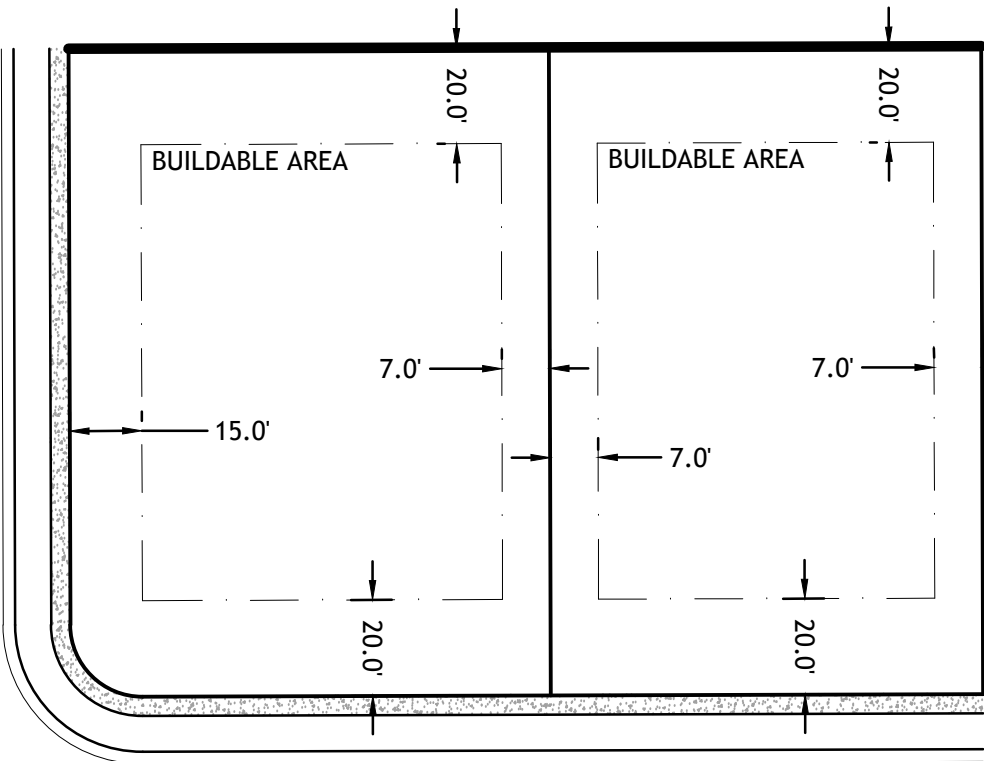
SHEET NUMBER:
C-1

C:\Users\Blaik\OneDrive\EDM Partners\Dropbox\Projects\CW Urban Misc\Farmington Faded\Drawings\1 - Schematic Plan.dwg

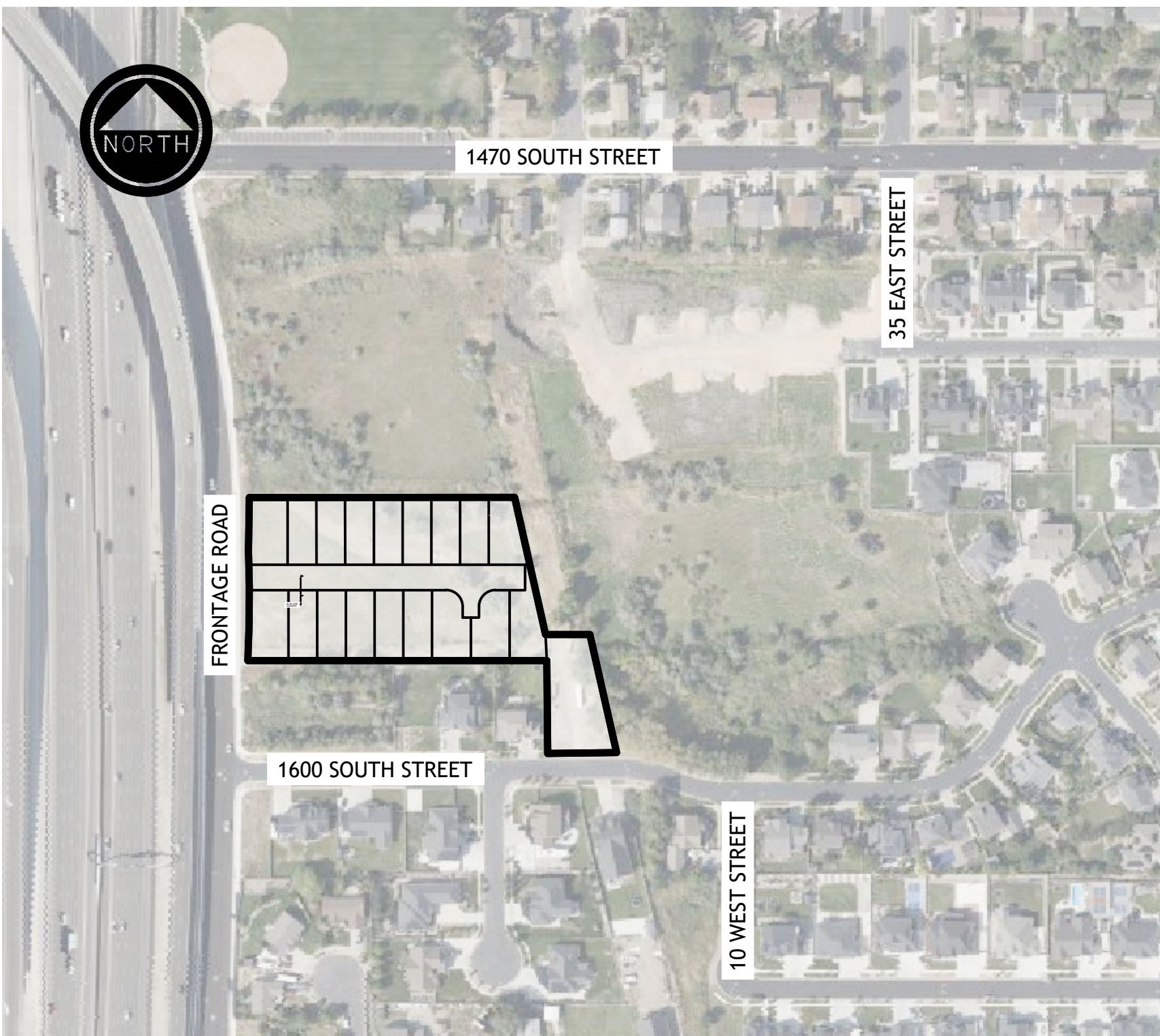


PRIVATE ROAD SECTION
NOT TO SCALE

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	168.78	1853.50	N0°20'44"E	168.73
C2	0.84	1537.50	N0°52'32"E	0.84
C3	108.04	1853.50	N1°17'04"E	108.02
C4	40.06	25.50	S45°00'39"E	36.06
C5	40.06	25.50	N44°59'21"E	36.06
C6	21.74	1853.50	N1°55'38"W	21.74
C7	0.84	1537.50	N0°52'32"E	0.84
C8	19.50	1853.50	N1°17'23"W	19.50
C9	19.50	1853.50	N0°41'13"W	19.50



TYPICAL LOT SETBACKS
NOT TO SCALE



VICINITY MAP
1" = 200'

LEGEND	
	PROPOSED SANITARY SEWER
	EXISTING SANITARY SEWER
	SANITARY SEWER MANHOLE
	PROPOSED CULINARY WATER LINE
	EXISTING CULINARY WATER LINE
	CULINARY WATER FIXTURES
	PROPOSED FIRE HYDRANT
	EXISTING FIRE HYDRANT
	PROPOSED SECONDARY WATER LINE
	EXISTING SECONDARY WATER LINE
	SECONDARY WATER FIXTURES
	PROPOSED LIGHT POLE
	EXISTING OVERHEAD UTILITY
	RCP CL III STORM DRAIN
	PROPOSED DRAINAGE SWALE
	EXISTING STORM DRAIN
	SD COMBOBOX, CB & CO
	PROPOSED LAND DRAIN
	EXISTING LAND DRAIN
	LAND DRAIN MANHOLE
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR

EDM Partners

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

NORTH

SCALE: 1" = 30'

0 15 30 60 90

OWNER:

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

COLE WEST

NOTES:

- All sanitary sewer improvements shall conform with the standards and specifications of Central Davis Sewer District.
- All culinary water improvements shall conform with the standards and specifications of Farmington City.
- All secondary water improvements shall conform with the standards and specifications of Benchland Water District.
- All improvements in the public right of way shall conform with the standards and specifications of Farmington City.
- All private improvements shall conform to APWA standards and specifications.
- Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.
- Included with this subdivision application is a request for a zone change to LR with PUD overlay.
- This project is depicted on FEMA firm number 4901F0384F, dated September 15, 2022. The project area is located within Zone A.
- The subdivision will be filled and graded to a minimum elevation of 4220' based off of the best available date from the existing FIRM maps and the ongoing Great Salt Lake Flood Plain Study being conducted by the State of Utah.

FOR REVIEW

NOT FOR CONSTRUCTION

STATISTICS:

TOTAL AREA 2.85 ACRES

SINGLE FAMILY LOTS 19

DENSITY 6.67 DU/AC

PROFESSIONAL ENGINEER

No. 38861

NICHOLAS M. MINGO

07/10/2026

STATE OF UTAH

Avocet

Subdivision

Schematic Plan

PROJECT:

DRAWN BY: NMM

REVIEWED BY: PMD

REVISIONS:

No. DATE REMARKS

DATE:

July 10, 2026

SHEET NUMBER:

O-1



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



SCALE: 1" = 30'



OWNER:

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

COLE WEST

NOTES:

- All sanitary sewer improvements shall conform with the standards and specifications of Central Davis Sewer District.
- All culinary water improvements shall conform with the standards and specifications of Farmington City.
- All secondary water improvements shall conform with the standards and specifications of Benchland Water District.
- All improvements in the public right of way shall conform with the standards and specifications of Farmington City.
- All private improvements shall conform to APWA standards and specifications.
- Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.
- Included with this subdivision application is a request for a zone change to LR with PUD overlay.
- This project is depicted on FEMA firm number 49011F0384F, dated September 15, 2022. The project area is located within Zone A.
- The subdivision will be filled and graded to a minimum elevation of 4220' based off of the best available date from the existing FIRM maps and the ongoing Great Salt Lake Flood Plain Study being conducted by the State of Utah.

FOR REVIEW NOT FOR CONSTRUCTION

STATISTICS:

TOTAL AREA 2.85 ACRES
SINGLE FAMILY LOTS 19
DENSITY 6.67 DU/AC



Avocet Subdivision Schematic Plan

PROJECT:

DRAWN BY:

NMM

REVIEWED BY:

PMD

REVISIONS:

No. DATE

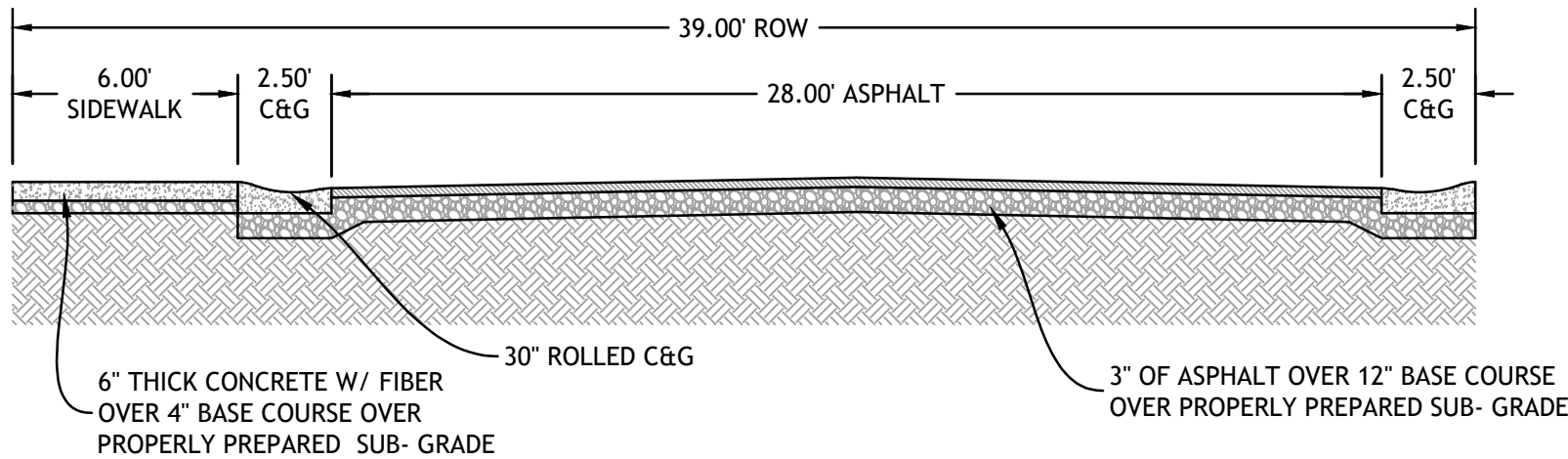
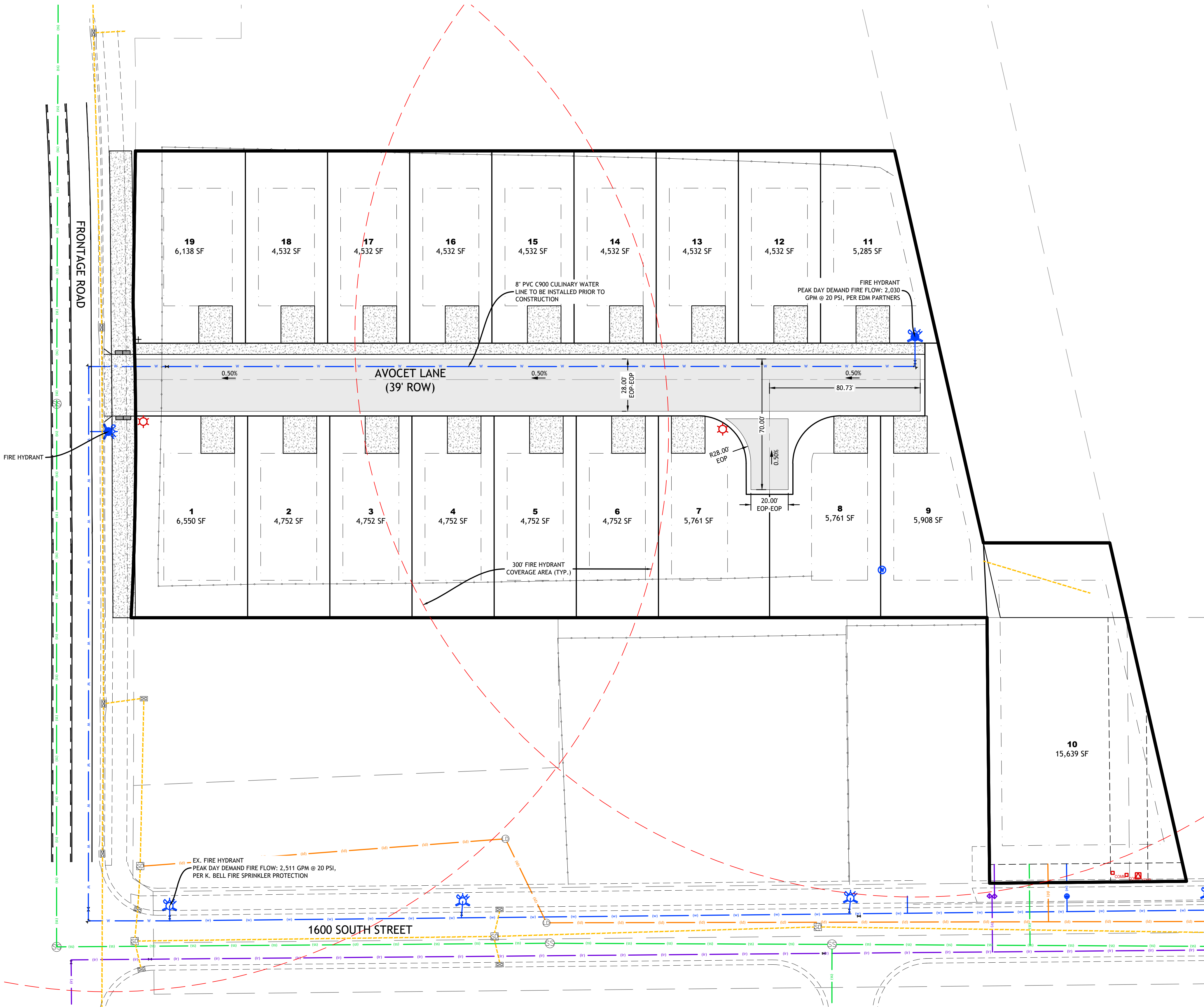
REMARKS

DATE:

July 10, 2026

SHEET NUMBER:

O-1



PRIVATE ROAD SECTION
NOT TO SCALE

BUILDING INFORMATION SUMMARY TABLE

BUILDING AREA	30' W x 68' D = 2,040 SF
CONSTRUCTION TYPE	SINGLE FAMILY RESIDENTIAL SUBDIVISION
# ABOVE GRADE LEVELS	2
# BELOW GRADE LEVELS	0
OCCUPANCY USE	SINGLE FAMILY HOME
FIRE SUPPRESSION	ON STREET HYDRANTS
PARCEL ID	070700168
AVAILABLE FIRE FLOW	2,050 GPM @ 20 PSI

FIRE DEPARTMENT NOTES

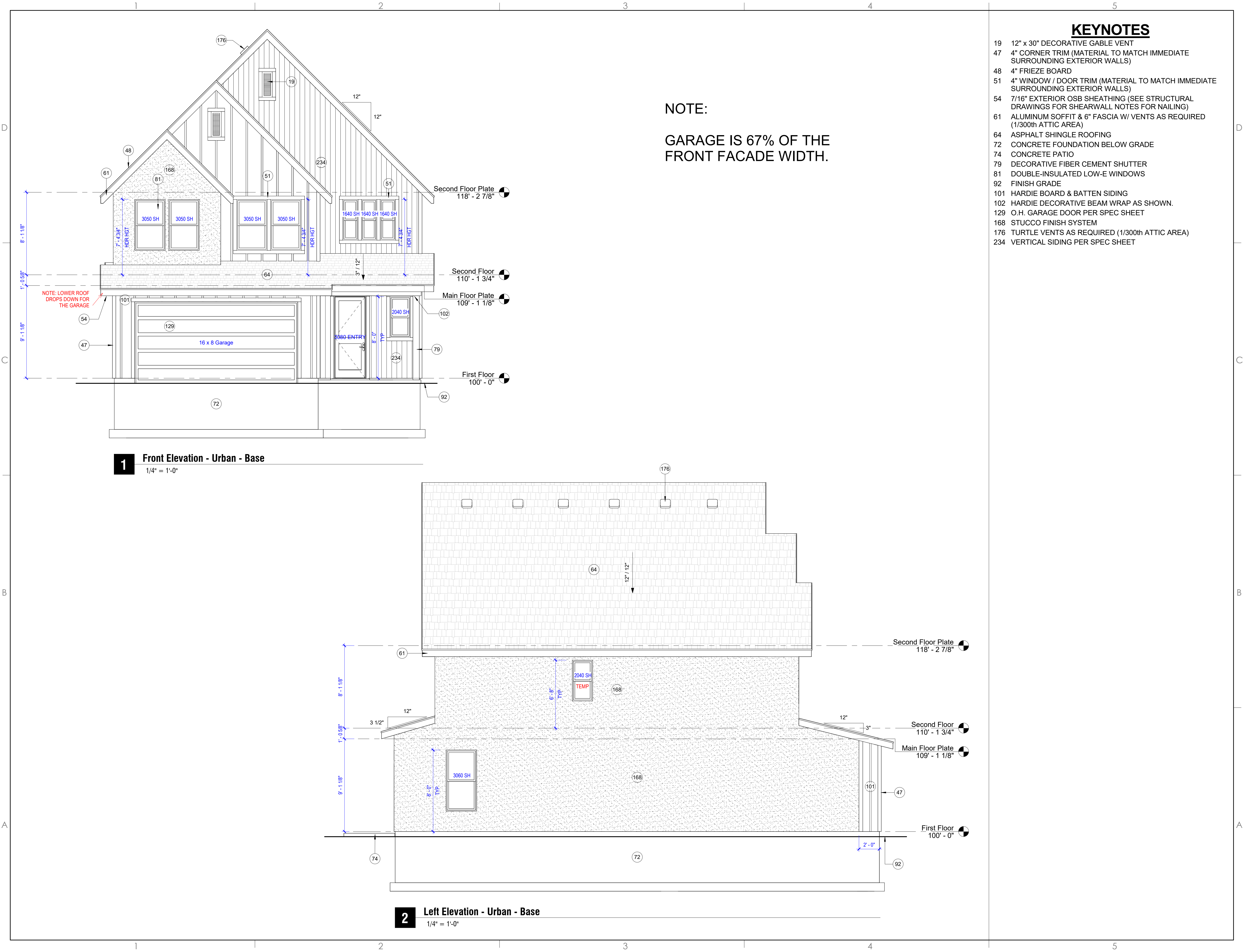
- PER IFC 505.1, HOMES ARE REQUIRED TO HAVE VISIBLE ADDRESSING. ADDRESS NUMBERS SHALL BE A MINIMUM OF 4" IN HEIGHT. ADDRESSING SHALL HAVE A CONTRASTING BACKGROUND AND VISIBILITY FROM THE STREET. ADDRESSING IS REQUIRED PRIOR TO OCCUPANCY.
- PRIOR TO HOME CONSTRUCTION, FIRE ACCESS ROADS SHALL BE IN PLACE PER IFC 3311. IT IS ANTICIPATED THAT THE FIRE ACCESS ROADS WILL BE THE COMPLETED ROADS, SHOWN ABOVE. AT A MINIMUM, THE ROADS MUST BE CONSTRUCTED THROUGH ROAD BASE.
- PER IFC 3313, THE FIRE SUPPRESSION SYSTEM (WATER LINES AND HYDRANTS) SHALL BE OPERATIONAL WITH A MINIMUM TEMPORARY FIRE FLOW OF 500 GPM WHEN COMBUSTIBLE MATERIALS ARE DELIVERED.
- THIS SUBDIVISION IS LOCATED IN AN AREA SERVED BY THE FARMINGTON CITY PUBLIC WATER SYSTEM FOR BOTH INDOOR USE AND FIRE SUPPRESSION. AS SUCH, THE SUBDIVISION CONFORMS TO THE 2006 UTAH WUC REQUIREMENTS AND NO ADDITIONAL MEASURES ARE REQUIRED.

COLE WEST

Talk to an agent

Call +1365-252-4663





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

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

PROJECT
1086 W Linden Lane
Woods Cross, UT 84087

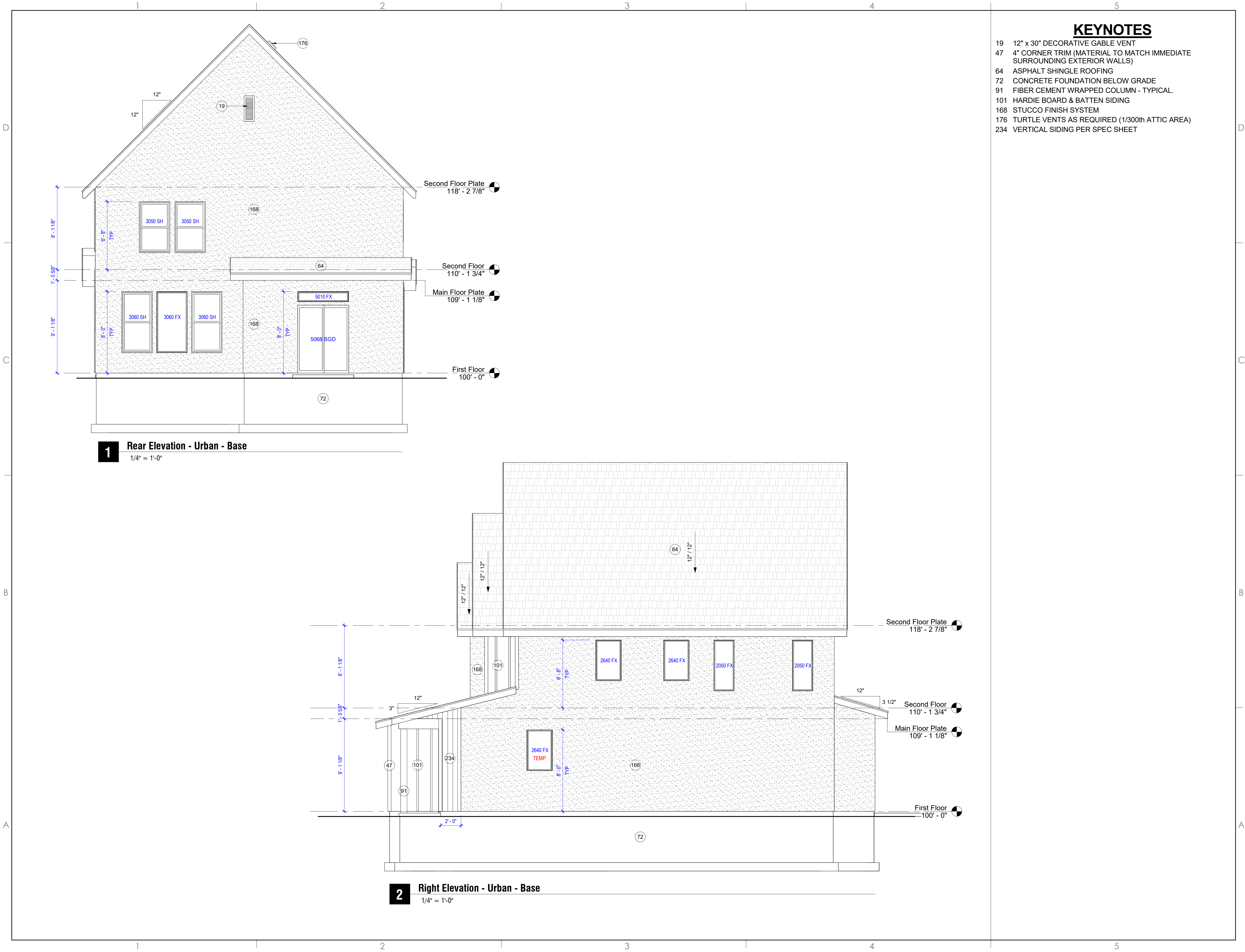
REVISIONS:

TITLE:
Exterior Elevations
Urban Base

SHEET:
A203

ISSUE DATE : 06/17/2026

BID & PERMIT SET





1 Urban FL Base



2 Urban FR Base



3 Urban RL Base



4 Urban RR Base

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C.W. URBAN

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

PROJECT

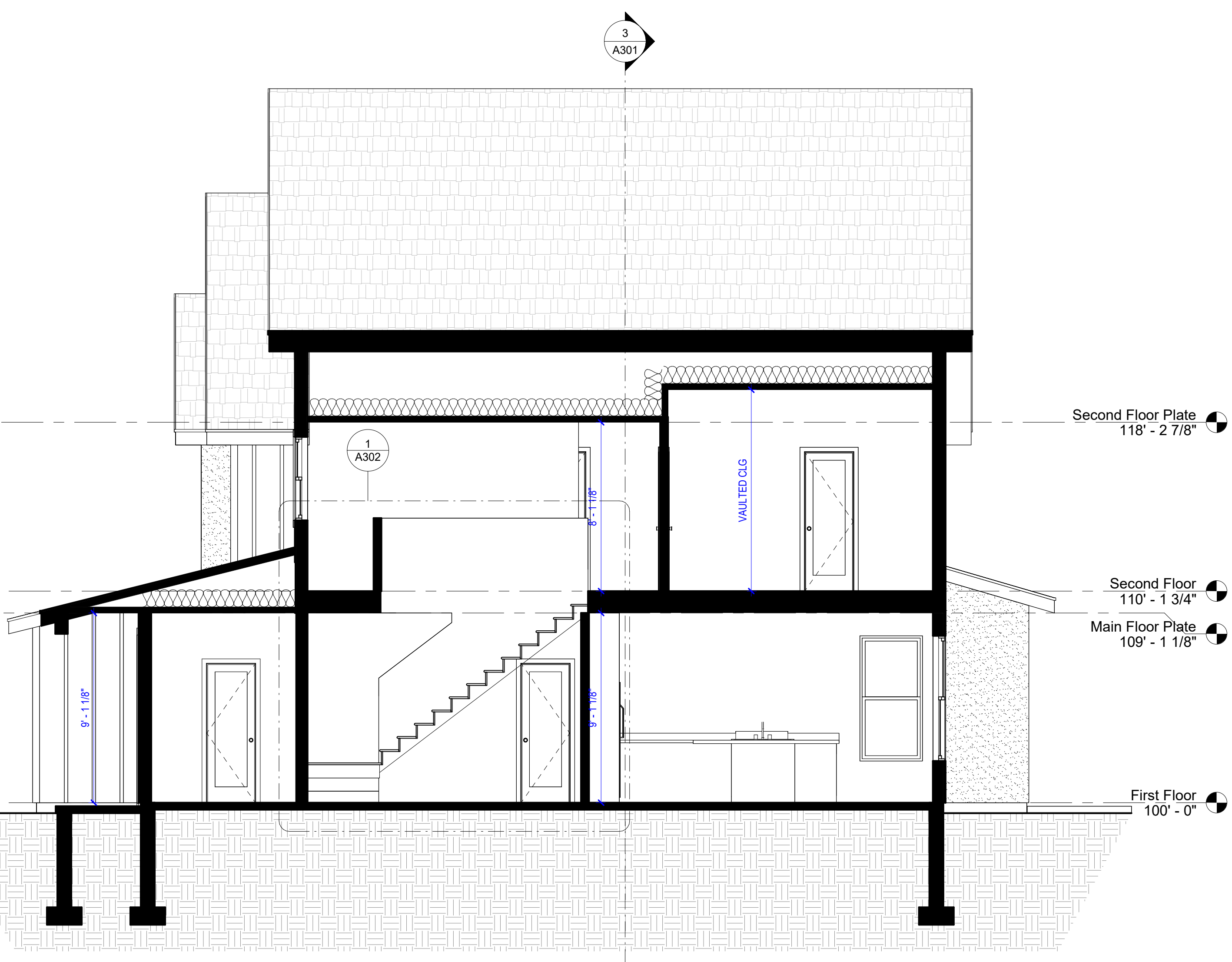
REVISIONS:

TITLE:
Perspectives Urban

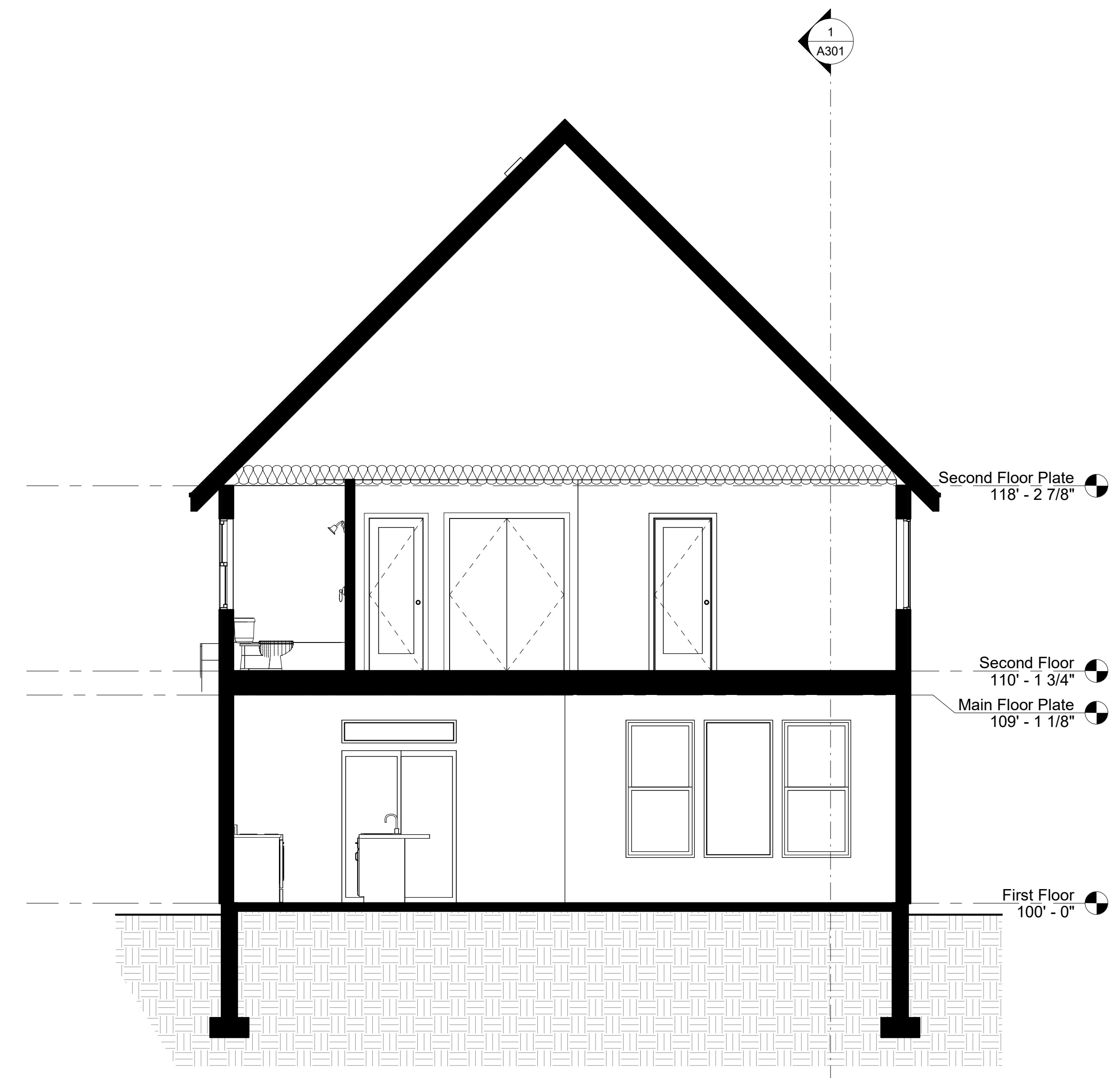
SHEET:
A206

ISSUE DATE : 06/17/2026

BID & PERMIT SET



1 Longitudinal Section
1/4" = 1'-0"



3 Latitudinal Section
1/4" = 1'-0"

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

C.W. URBAN

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

PROJECT

REVISIONS:

TITLE:
Sections

SHEET:
A301

ISSUE DATE : 06/17/2026

BID & PERMIT SET



Farmington City Planning Commission Staff Report July 16, 2026

Item _3: Curtis Rezone – OTR to R-4

Public Hearing: Yes
Application No.: 26-22
Property Address: 37 S 200 E
General Plan Designation: OTR (Original Townsite Residential)
Current Zoning Designation: OTR – F (Original Townsite Residential – Foothill)
Requested Zone: R-4 – F (Multiple Family Residential – Foothill)
Area: 0.36 acres
Property Owner / Applicant: Ray F Cox, Trust / Tauni Curtis

Request: *The applicant is seeking a recommendation of approval for a zone change from OTR to R-4.*

Background Information

The subject property is currently occupied by a single family home built in 1972. The owner believes that a better long term use of the property would be to allow for the construction of more than just one home.

While the applicant has provided examples of what development of the property may look like, they are not requesting approval of a subdivision or development at this time. Because of this a thorough technical review has not been conducted, though it is reasonable to think that development similar to what is included in the packet is technically feasible should the City determine the zone and use is desirable. In addition to the current zoning request, the concepts provided would likely require additional legislative discretion through a Planned Unit Development scenario and process.

While the property is in the OTR general plan designation and the OTR zoning district which primarily indicates single family detached development, the property is across the street from a townhome development to the west and borders the Vista Education Campus to the south. It is 1 of only 2 houses accessed from the east side of the immediate stretch of 200 East.

The allowances of the requested zoning district are found in [Farmington City Code Title 11 Chapter 13](#).

This district permits single to four family dwellings (fourplex) along with other business, agricultural, or public and quasi-public uses. The existing Foothill Overlay would remain intact. The overlay deals more with development restrictions related to slope than the allowed use of the property.

The Planning Commission is tasked with making a recommendation to the city council as to whether or not the requested rezone is desirable. The Commission may look to the general plan

for guidance in determining whether or not the rezone is appropriate. This is a legislative act that offers broad discretion to the Planning Commission. The General Plan does not have to be followed and a recommendation for or against the request with findings is justified.

As a subjective legislative action, staff is providing the Planning Commission with a selection of motions to consider:

Alternative Motions

1. Motion to recommend DENIAL of the requested rezone.

Findings:

- a. The requested zoning district is not consistent with the city's adopted General Plan and would create development which is incompatible with surrounding properties.

2. Motion to recommend APPROVAL of the requested rezone.

Findings:

- b. The requested zoning district is consistent with the city's adopted General Plan and allows for development which is appropriate at the subject property in relation to its surroundings.

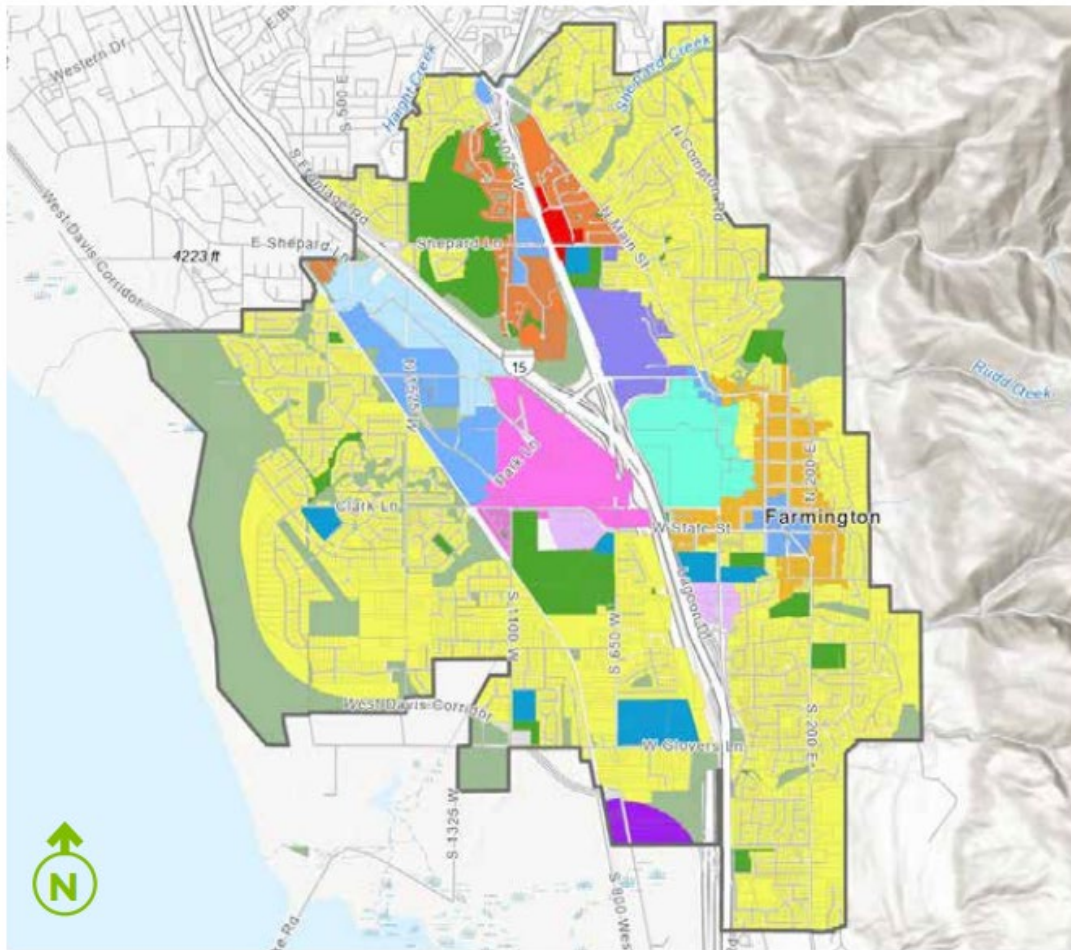
3. Motion to TABLE this item for further consideration and request that a development agreement be created which limits the potential use of the property under the requested zone.

Supplemental Information

1. General Plan Future Land Use Maps
2. Current Zoning Map
3. Vicinity Map
4. Concept development images

GENERAL PLAN

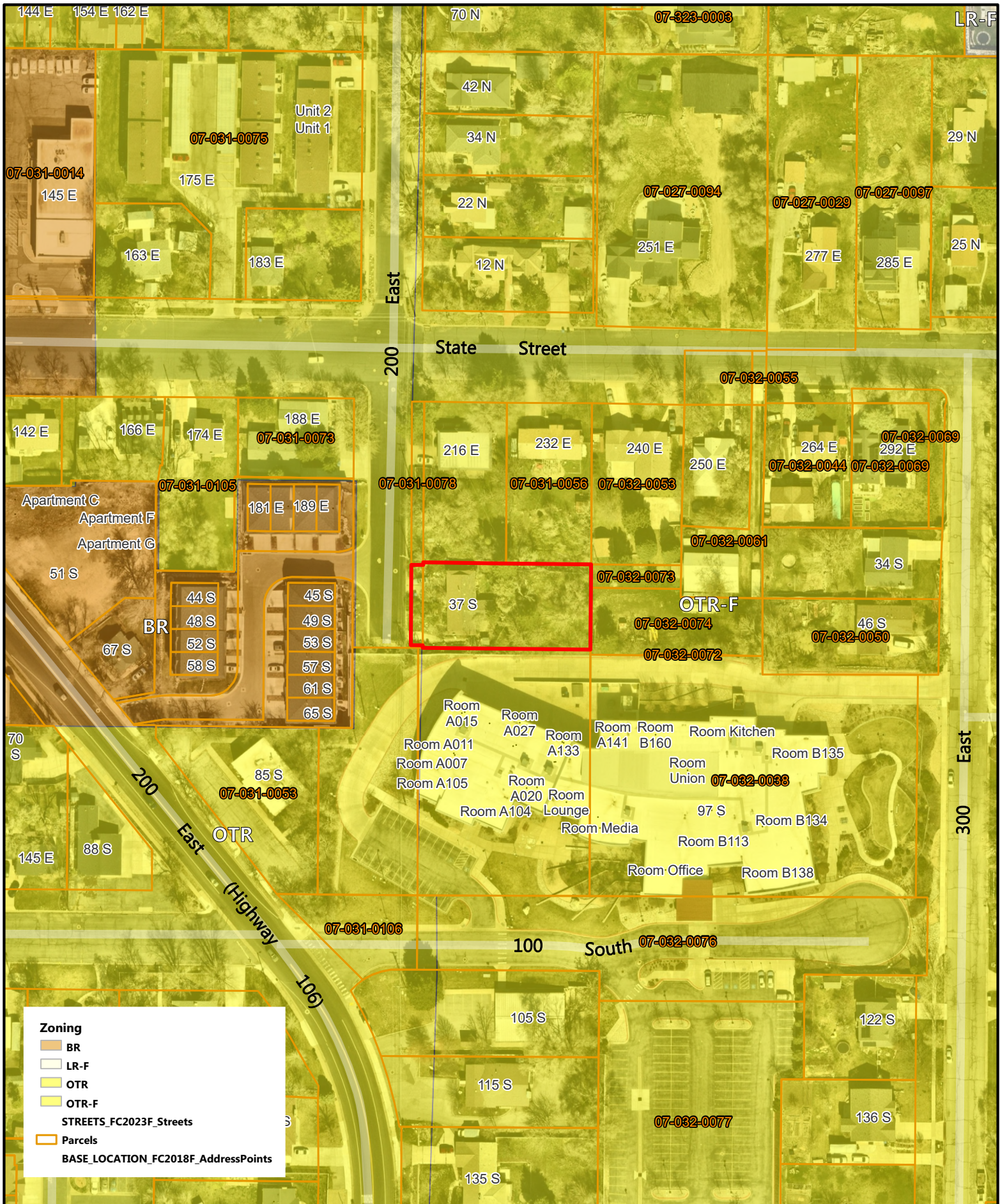
11.8 Future Land Use Map



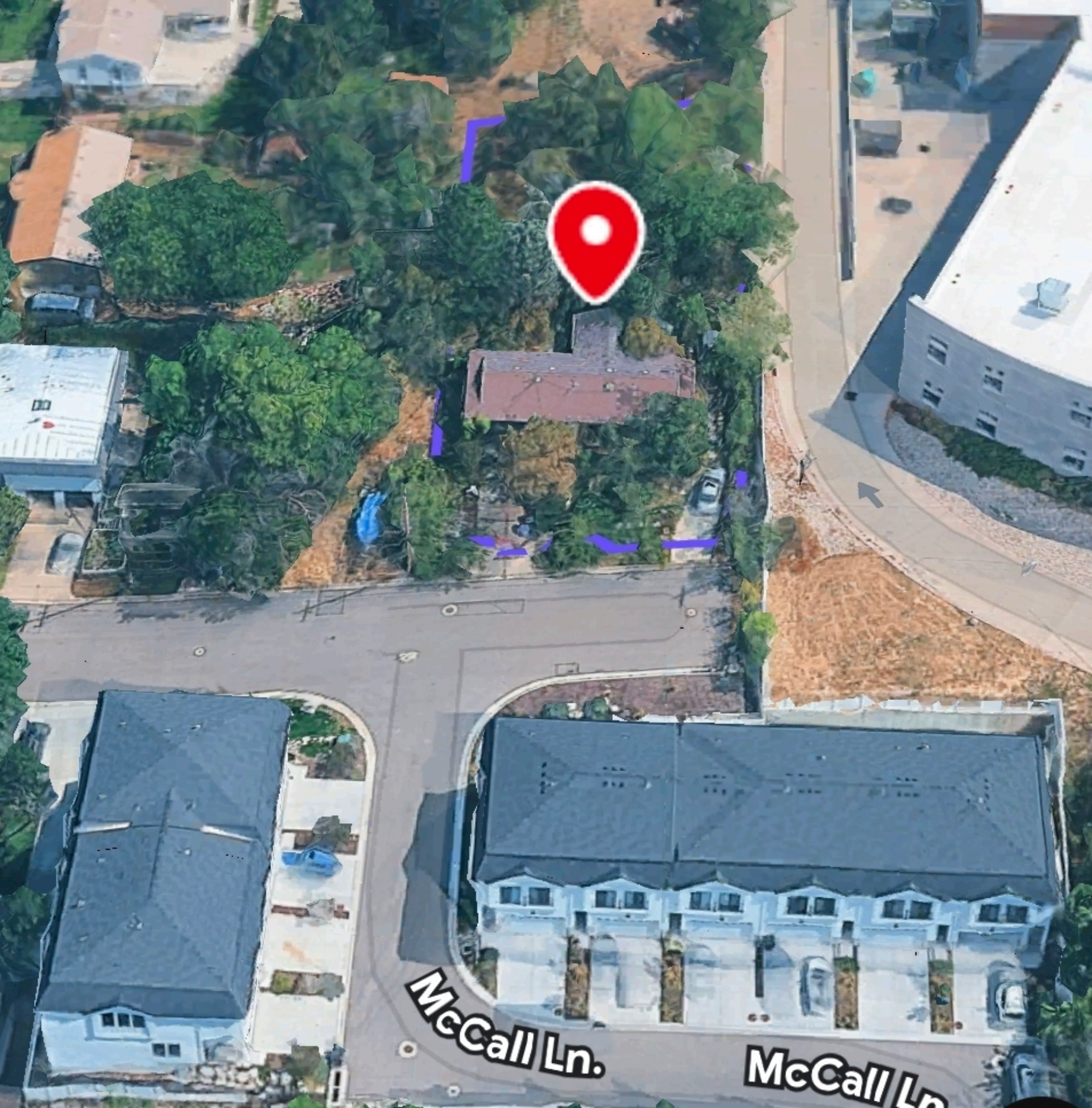
The Original Townsite Neighborhood Residential areas of Farmington represent neighborhoods compatible with the historic development pattern of the community, primarily the pioneer-era townsite.



5





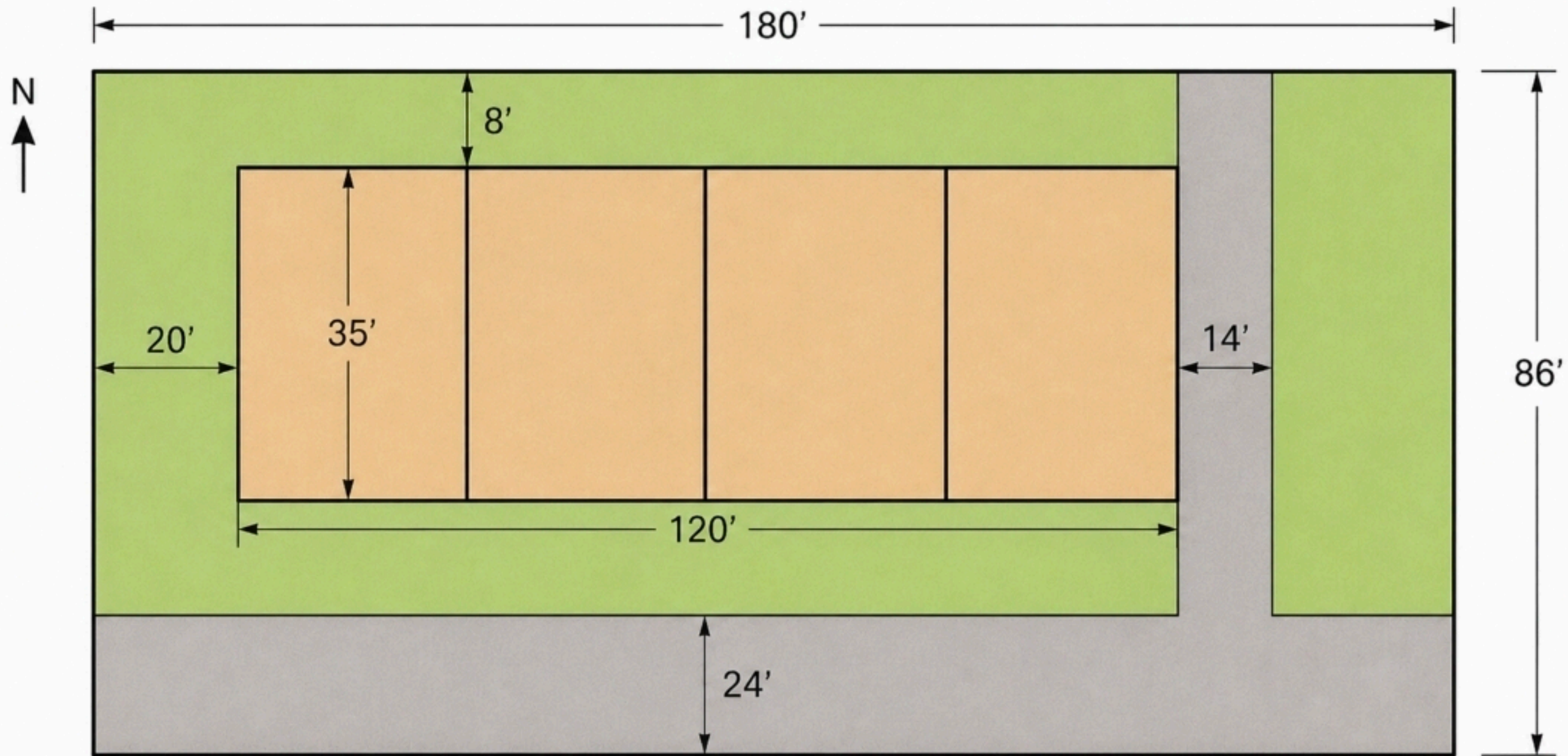


McCall Ln.

McCall Ln









McCall Ln.

McCall Ln.



Farmington City Planning Commission Staff Report July 16, 2026

Item 4: Zone Text Amendment – Multiple Amendments to Title 11, Planning and Zoning, to remove reference to the SPARC (Site Plan Architecture Review Committee), modify requirements for posting a bond in relation to a demolition, update home occupation allowances related to vehicles and equipment, and update provisions related to the Planning Commission based on state law requirements.

Public Hearing:	Yes
Application No.:	26-16
Applicant:	Farmington City Staff

Background Information

The included amendments seek to accomplish a variety of things to improve the city's codes including:

- **Compliance with state law**
- **Removal of overburdensome demolition regulations.**
- **Reflect actual status of a long defunct and unused SPARC**
- **Specifics on vehicles and equipment tied to a home business**
- **Clarity on other provisions.**

Suggested Motion

Move that the Planning Commission recommend approval of the zone text amendment as included with this report.

Findings:

- 1. The amendments create compliance, improved clarity, and more fair regulation.**
- 2. The amendments bring the code into alignment with actual practice as it relates to the SPARC.**

Supplemental Information

- 1. Vehicle Classification Info**
- 2. Enabling Ordinance and draft code amendments.**

Classification by Size & Horsepower

Tractors are also categorized by size, which generally dictates the type of work they perform and the attachments they support:

- **Lawn & Garden Tractors:** Less than 20 HP, primarily used for grass cutting, light snow removal, and basic yard maintenance.
- **Sub-Compact & Compact Tractors:** 20 to 45 HP, extremely versatile machines often used for landscaping, acreage management, and small-scale farming.
- **Utility Tractors:** 45 to 140 HP, the most common farm and property tractors capable of handling heavy implements.
- **Row Crop / Agricultural Tractors:** 100 to (400+) HP, massive machines equipped with advanced technology designed to pull large-scale planting and harvesting equipment over hundreds of acres.

The Utah Department of Transportation (UDOT) utilizes the standard Federal Highway Administration (FHWA) 13-category vehicle classification system for traffic monitoring, pavement design, and road planning. Additionally, UDOT's Motor Carrier Division enforces separate size, weight, and credential classifications for commercial and heavy-duty vehicles operating on Utah roadways.

FHWA Vehicle Classes Overview

Here's a simplified breakdown of each of the 13 FHWA vehicle classes:

1. **Class 1 – Motorcycles:** Two or three-wheeled motorized vehicles.
2. **Class 2 – Passenger Cars:** Includes sedans, coupes, and station wagons.
3. **Class 3 – Other Two-Axle, Four-Tire Vehicles:** Pickup trucks, SUVs, vans.
4. **Class 4 – Buses:** All buses, including school and transit buses.
5. **Class 5 – Two-Axle, Six-Tire Single Units:** Larger delivery trucks.
6. **Class 6 – Three-Axle Single Units:** Medium-duty trucks with 3 axles.
7. **Class 7 – Four or More Axle Single Units:** Large single-unit trucks.
8. **Class 8 – Four or Less Axle Single-Trailer Trucks:** Smaller semi-trucks.
9. **Class 9 – Five-Axle Single-Trailer Trucks:** Most common tractor-trailers.
10. **Class 10 – Six or More Axle Single-Trailer Trucks**
11. **Class 11 – Five or Less Axle Multi-Trailer Trucks**
12. **Class 12 – Six-Axle Multi-Trailer Trucks**
13. **Class 13 – Seven or More Axle Multi-Trailer Trucks**

FHWA Vehicle Classifications			
1. Motorcycles 2 axles, 2 or 3 tires 	2. Passenger Cars 2 axles, can have 1- or 2-axle trailers 	3. Pickups, Panels, Vans 2 axles, 4-tire single units Can have 1 or 2 axle trailers 	4. Buses 2 or 3 axles, full length 
5. Single Unit 2-Axle Trucks 2 axles, 6 tires (dual rear tires), single-unit 	6. Single Unit 3-Axle Trucks 3 axles, single unit 	7. Single Unit 4 or More-Axle Trucks 4 or more axles, single unit 	8. Single Trailer 3- or 4-Axle Trucks 3 or 4 axles, single trailer 
9. Single Trailer 5-Axle Trucks 5 axles, single trailer  	10. Single Trailer 6 or More-Axle Trucks 6 or more axles, single trailer  	  	
11. Multi-Trailer 5 or Less-Axle Trucks 5 or less axles, multiple trailers 	12. Multi-Trailer 6-Axle Trucks 6 axles, multiple trailers  		
13. Multi-Trailer 7 or More-Axle Trucks 7 or more axles, multiple trailers 			

FARMINGTON CITY, UTAH

ORDINANCE NO. 2026 -

AN ORDINANCE AMENDING MULTIPLE SECTIONS OF TITLE 11, PLANNING AND ZONING, TO REMOVE REFERENCE TO THE SPARC (SITE PLAN ARCHITECTURE REVIEW COMMITTEE), MODIFY REQUIREMENTS FOR POSTING A BOND IN RELATION TO A DEMOLITION, UPDATE HOME OCCUPATION ALLOWANCES RELATED TO VEHICLES AND EQUIPMENT, AND UPDATE PROVISIONS RELATED TO THE PLANNING COMMISSION BASED ON STATE LAW REQUIREMENTS.

WHEREAS, the Planning Commission held a public hearing in which the text changes proposed to the Zoning Ordinance were thoroughly reviewed and recommended that this ordinance be approved by the City Council; and

WHEREAS, the Farmington City Council has also reviewed the proposed amendment and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed;

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

Section 1. Amendment. The specific sections identified in Exhibit A attached hereto are amended as identified

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

Section 3. Effective Date. This ordinance shall take effect immediately upon passage by the City Council.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 4th day of August, 2026.

FARMINGTON CITY

Brett Anderson, Mayor

ATTEST:

DeAnn Carlile, City Recorder

Exhibit A

11-3-010: PLANNING COMMISSION:

There is hereby created, pursuant to Utah Code Annotated sections 10-20-301 et seq., as amended, a planning commission of the city to recommend and monitor the planning and development of the city, whose primary duty shall be to act as an advisory commission to the city council on all matters pertaining to planning and zoning. The planning commission shall be known and may be referred to as the Farmington City planning commission.

11-3-020: MEMBERS:

~~A.~~ ~~A.~~ Number: The planning commission shall be comprised of seven (7) members, who shall be appointed by the mayor with the advice and consent of the city council.

~~A.B.~~ Appointment Procedure: The Mayor shall submit the name of a candidate to the city council for their consideration and consent.

~~B.C.~~ Terms: The members shall be appointed to staggered terms of four (4) years; provided, that members may be appointed to terms shorter than four (4) years when necessary to provide for staggered terms and efficient operation of the commission. Typically members serve 1 term;; however;; 4 members may be reappointed for successive terms-1 successive term.

~~C.D.~~ Alternate Members: Two (2) alternate members may be appointed by the mayor, with the advice and consent of the city council. An alternate member may take the place and serve in the same capacity as a regular member in the event that a regular member is absent from a meeting. Alternate members shall serve for terms of one year, which may be renewed annually at the discretion of the mayor, with the advice and consent of the city council.

~~D.E.~~ Removal: The members shall serve at the pleasure of the city council, and the mayor-city council may remove any member of the planning commission ~~upon majority vote of the city council, with or without cause~~ for any reason, including the following:-

i. Cause:

a. using public funds for a political purpose under Title 20A, Chapter 11, Part 12, Political Activities of Public Entities Act;

b. violating a provision of Title 10, Chapter 3, Part 13, Municipal Officers' and Employees' Ethics Act; and/or

c. acting with the intent to influence a land use decision or an appeal of a pending land use application in a manner that creates actual impermissible bias or an unacceptable risk of impermissible bias in the planning commission member's administrative or quasi-judicial duties;

ii. Exception:

a. a planning commission member is not subject to removal due to deliberating about a specific pending land use application in a planning commission meeting

~~with municipal staff, an elected official, or the land use applicant is not cause for removing a planning commission member from the planning commission;~~

F. Recusal: Members of the Planning Commission shall recuse themselves from deliberating or voting on land use applications when:

i. the application poses a conflict of interest for that Planning Commission member of sufficient magnitude that a reasonable person's decision on the application would be influenced by the conflict with that member of the Planning Commission.

~~EG.~~ Vacancy: A vacancy occurring on the planning commission by reason of death, resignation, removal or disqualification, shall be promptly filled by a replacement appointed by the mayor, with the advice and consent of the city council, for the unexpired term of the replaced member.

~~FH.~~ Compensation: The city council may fix per diem compensation for the members of the planning commission, based upon necessary and reasonable expenses and on meetings actually attended by the members. (Ord. 2007-08, 2-6-2007)

~~GI.~~ Status: The members shall be deemed "volunteers" for purposes of city ordinances, rules, regulations and policies concerning personnel; provided, however, they shall be included in the definition of "employee" for purposes of the Utah governmental immunity act as set forth in Utah Code Annotated section 63G-7-101 et seq., as amended. (Ord. 2007-08, 2-6-2007; amd. 2016 Code)

11-3-030: ORGANIZATION AND PROCEDURE:

The planning commission shall be organized and exercise its powers and duties as follows:

A. Chair: The planning commission shall elect one of its members as chair to oversee the proceedings and activities of the planning commission and one of its members to act as vice chair to assist the chair and to act as chair in the event the chair is unable to attend a meeting or act for any reason. The chair and vice chair shall serve for a term of one year. The chair or vice chair acting as the chair shall have the power to vote on all matters. The chair and vice chair may be elected for successive terms.

B. Rules: The Planning Commission may adopt reasonable policies and procedures for governing the conduct of its meetings, the processing of applications, and for any other purposes considered necessary for the functioning of the Planning Commission. Such policies and procedures shall be approved by the City Council before taking effect.

C. Meetings: The Planning Commission shall generally meet in person but may conduct an electronic meeting on the first and third Thursday of each month at the hour of seven o'clock

(7:00) P.M., and/or such other times as deemed necessary by the Chair, City Manager or City Council. All meetings shall be properly noticed and held in accordance with the Open Meetings Law set forth in Utah Code Annotated title 52, chapter 4, as amended. Written minutes of all meetings of the Planning Commission shall be prepared and filed in the Office of the City Recorder for review and access by the public in accordance with the City government records access and management ordinance.

D. Quorum: No official business shall be conducted by the Planning Commission unless a quorum of the members is present. Four (4) members of the Planning Commission shall constitute a quorum. While participation in person is preferred, members may also participate remotely via electronic communication as necessary. Unless otherwise provided by law or City ordinance, the minimum number of yes votes required for the Planning Commission to take action on any matter shall be by majority vote of the members of the quorum present. The concurring vote of four (4) members is necessary to reverse any order, requirement, decision or determination of any administrative official or agency or to decide in favor of the appellant. (Ord. 1997-55, 11-19-1997; amd. Ord. 2022-13, 3-15-2022)

11-3-040: FUNCTIONS AND DUTIES:

It shall be the function of the Planning Commission to oversee the proper development of property within the City in accordance with pertinent City ordinances and provisions of Utah Code Annotated title 10, chapter 9a, as amended. The duties of the Planning Commission shall include, but shall not be limited to, the following: (Ord. 1997-55, 11-19-1997; amd. 2016 Code)

A. Prepare and recommend a General Plan, street plan, zoning map, zoning ordinances, and any other relevant proposals or recommendations to the City Council for the proper development of property within the City;

B. Prepare and recommend any additions, changes or amendments to the City's General Plan, street plan, zoning map, zoning ordinances or other relevant items to the City Council for the proper development of the City;

C. Administer the provisions of the zoning ordinances;

D. Recommend subdivision ordinances and regulations and amendments thereto to the City Council;

E. Review non-conventional subdivision applications;

F. Advise the City Council on matters requested by the City Council;

G. Hear or decide any matter that the City Council designates, including the approval or denial of, or recommendations to approve or deny, conditional use permits;

H. Prepare and recommend programs for public improvements and the financing thereof to the City Council; and

I. Exercise any other powers that are necessary to enable the Planning Commission to perform its function or that are delegated to it by the City Council.

11-3-060: RULES OF ORDER

These rules are for the order and convenience of the Planning Commission and shall not be interpreted to provide an independent basis for invalidating or in any way altering a final decision of the Commission unless otherwise provided by City Ordinance or State Code. All regular meetings of the Farmington City Planning Commission shall be conducted according to these rules where these rules so provide.

I. GENERAL PROVISIONS

1. Basic Principles

- a. Equality of Members – As the Planning Commission conducts its affairs in accordance with these rules, each member has the same rights, privileges, and duties as any other member.
- b. Freedom of Discussion – The right to be heard and to hear what others have to say about a motion before voting on it is basic to intelligent group action.
- c. One Main Motion – Only one main motion may be considered at any given time.
- d. Members Right to Know – Members have a right to know at all times what the immediately pending motion is and to have it restated before any vote is taken.
- e. Meeting Properly Called – The Planning Commission may take official action only in meetings properly called and with a quorum of members present.
- f. Actions Must Be Lawful – Actions taken by the Planning Commission must be in accord with City Ordinance and State and Federal Law.

2. Seconding Motions

All motions of the Commission shall require the second except:

- a. A motion to amend the amendment;
- b. A motion to adjourn; or
- c. A motion to withdraw.

3. General Consent

A formal vote shall be taken on all main motions. The formal vote shall include a second (when required), the polling of each eligible member, and the recording of votes by the secretary. For all motions other than a main motion, at the discretion of the Chair, the Chair may call for approval of the Commission by verbally polling the Commission for any objections. If there is an objection from any member of the Commission, the motion shall be put to a formal vote.

4. Making the Motion

A motion may be made by any member of the Commission except the Chair or, in his/her absence, the Vice-Chair. Each motion proposed must be recognized by the Chair.

5. Debate on a Motion

Except as otherwise provided by these rules, all motions shall be subject to debate by the Commission only after a second to the motion has been made and accepted by the Chair (where a second is required). Where no second is required, debate on the motion may begin immediately after the motion is accepted by the Chair.

6. Duties of the Chair

- a. The Chair shall conduct all meetings of the Commission and shall have the power to administer the rules at each meeting of the Commission in a manner not inconsistent with these Rules, City Ordinance, or State Law.
- b. The Chair should, to the extent practical, remain impartial.
- c. Whenever the Chair rules a motion out of order, he or she should explain why it is out of order and advise the mover when it would be in order, or how the mover's intent, if known, might be accomplished by use of another procedure.

- d. No member of the Commission, applicant, witness, or any other individual should speak in an open meeting of the Commission without first being recognized by the Chair. This rule may be specifically set aside by the Chair as the circumstances may require.

7. Disciplinary Measures

- a. Disturbance by Non-Commission Members – If a non-Commission member is at the center of a disturbance, the Chair shall invite the offending party(s), after appropriate warning, to leave the meeting. “Appropriate Warning” should include a clear statement to the offending party(s) indicating that they are “out of order,” stating the specific reason why they are out of order, and specifically what they may do to bring their actions into order. If the offending party(s) continue the disturbance, the Chair shall invite the offender(s) to cease and be seated or to leave the meeting, depending on the seriousness of the disturbance. If the offender(s) refuse to leave, the Chair may order the person(s) removed by the Police Department.
- b. Appeal of Expulsion – The Action to expel an individual is a ruling from the Chair and may be appealed by any member of the Commission but not by the non-Commission member. If an appeal is not called for, or if the decision of the Chair to expel the offender is upheld by the Commission, the person may be properly excluded from the meeting and in addition be charged with violation of the law where applicable.
- c. Motion to Appeal – A motion to appeal shall subject the ruling of the Chair to examination by the other members of the Commission to secure their support for reversal of the ruling. A motion to appeal is debatable and may not be amended or postponed.
- d. Disturbance by Commission Members – Commission members who demand the floor after exhausting their right to debate or who continue to talk without being recognized by the Chair may be dealt with in the following manner.
 - i. A warning from the Chair;
 - ii. A second warning from the Chair;
 - iii. The Chair may invite a motion to censure the offending Commission member by explaining that this becomes a matter of record in the minutes of the Commission. The offending member

shall be permitted to speak in his/her own defense and the secretary may be called to read examples of offensive remarks that he/she had directed to the record during the proceedings. Members excluded from a meeting by a vote of the Commission, but who refuse to leave, may invite more serious action such as eviction by a police officer and possible criminal charges.

II. MOTIONS

- 1. Main Motion** – A Main Motion is the statement of request for action, an idea for evaluation, or the introduction of a resolution stating the Commission's position on a subject. Main Motions should be clear and concise and should be accompanied by specific facts that support the motion. If the motion is to be based on the requirements of an ordinance, each of the requirements of the ordinance should be addressed in the motion and supported by facts.
- 2. Motion for Continuance** – A motion for continuance removes the subject from consideration until a future time or meeting. A motion for continuance may be made by either continuing the matter to a time certain or indefinitely. A continuance to a time certain is preferred since all parties are given actual notice of the time and date that the matter will be heard next. A continuance to an indefinite time in the future would require re-advertising of the matter in order to ensure that all interested parties are informed of the date and time that the matter will be heard again. Any motion for continuance should be accompanied by specific reasons for continuing the matter.
- 3. Motion to Withdraw a Motion** – A motion is required to remove a motion which is before the Commission. The member who has made a motion pending before the Commission may move to withdraw that motion at any time prior to the Chair putting the motion to a vote of the Commission. Withdrawal of a second is not necessary. Any member may move to withdraw a motion pending before the Commission prior to the Chair putting the motion to a vote unless there is an objection from any other member of the Commission, in which case the withdrawal of the motion shall be put to a vote.
- 4. Motion to Amend a Motion** – A motion may be made to change the wording of a motion pending in order to make it express more accurately what the majority wants it to say. When a motion is pending before the Commission, any member may amend the motion at any time prior to the Chair putting the motion to a vote provided the motion to amend receives a second and an affirmative vote of the Commission.
- 5. Motion to Amend the Amendment** – A motion may be made to change the wording of a proposed amendment to a pending motion. This may be done by motion, no second required, and the Chair may merely ask if there is any opposition. Only if there is

opposition does the amendment to the amendment need to be put to a formal vote.

6. **Motion to Rescind** – A motion is required to cancel or make void, the results of a motion passed. A prior motion may only be rescinded when the applicant and other persons directly affected by the motion have not materially changed their position in reliance on the Commission’s action on the motion.
7. **Motion to Reconsider** – A motion is required to call back for further consideration by the Commission any action taken in the same meeting, or in the immediately preceding meeting, for the purpose of reconsidering a motion. If it is determined by the Commission that the motion should stand as previously approved, no formal vote is necessary. If the former motion is to be amended or rescinded, the motion shall be put to a formal vote of the Commission.
8. **Motion to Recess** – A motion to recess may be made to break for a specific purpose while also stipulating a time to reconvene the meeting. The time to reconvene must be during the same day as the meeting in which the motion to recess was made.

III. ADJOURNMENT

Any meeting of the Commission may be adjourned by a motion from any member and an affirmative vote of the Commission. The Chair shall also have the power to adjourn a meeting where there is no objection from any other member and where all business items and orders of the day have been completed.

11-3-070 POLICIES AND PROCEDURES

FARMINGTON PLANNING COMMISSION **POLICIES AND PROCEDURES**

I. PURPOSE

These policies and procedures are designed and adopted for the purpose of providing guidance and direction to the members of the Farmington Planning Commission in the performance of their duties. The Planning Commission shall be governed by the provisions of all applicable State Statutes, City Ordinances, and these policies. Nothing in these policies shall be interpreted to provide an independent basis for the invalidation or alteration of a final decision of the Commission unless otherwise provided by City Ordinance or State Law.

II. OFFICERS AND DUTIES

Election of Officers – The Planning Commission shall annually elect a Chair, Vice-Chair, and representative to the Board of Adjustment at its last meeting of the calendar year. The officers and Board Member shall be elected from the duly appointed members of the Commission by

a majority of the total membership and may be elected for subsequent terms. Terms of office shall be from January 1st to December 31st of the year following the election.

The Chair shall preside over all meetings and hearings. The Chair shall have the same rights, privileges, and duties as any other member, including the right to vote on any matter before the Commission. The term “Chair,” as used throughout this document, shall mean the Chair of the Planning Commission, or in the absence or incapacity of the Chair, the Vice-Chair unless otherwise designated. In the event that the Chair is only able to participate remotely, the Vice-Chair shall preside over meetings unless all meeting participation is conducted remotely. In the event the Planning Commission is scheduled to meet and the Chair or Vice-Chair is unable to conduct the meeting, the meeting may continue with the presence of a quorum who shall elect a Chair Pro-Temp to preside over that meeting. Selection of a Chair Pro-Temp requires a nomination and a simple majority vote.

The Chair shall execute official documents and letters on behalf of the Commission. In the absence of the Chair, the Vice-Chair may fill this role. The Community Development Director or designee may execute time sensitive documents on behalf of the Planning Commission to formalize an action taken in a public meeting.

III. NOTICE

In order to make residents of the City more aware of the various hearings conducted by the Planning Commission, and particularly those residents or businesses which may be affected by changes in land use, procedures are established below for notification of affected property owners. These notice provisions are provided as a courtesy to these property owners and are not intended to subject the City to a greater notice requirement than required by Federal or State Law. Failure of any person to receive notice shall not invalidate, or serve as basis for appeal, of any Planning Commission decision.

1. **Meetings** – The Planning Commission shall give public notice at least once each year of its schedule for all regular meetings scheduled for that year specifying the date, time, and place of such meetings. In addition to public notice of the Planning Commission’s annual meeting schedule, the Planning Commission shall give not less than 24 hours’ public notice of the agenda, date, time, and place of each of its public meetings. Public notice shall be provided by:

a. Posting written notice:

- i. at the Farmington City Offices, 160 South Main Street; and
- ii. on the City’s website; and
- iii. on the Utah Public Notice Website (www.pmn.utah.gov); and

b. In addition to the required notice above, reasonable effort shall be made to provide notice via relevant social media platforms such as (e.g. Facebook, Instagram).

2. Special Emergency Meetings – When, because of unforeseen circumstances, it is necessary for the Planning Commission to hold an emergency meeting to consider matters of an urgent nature, the notice requirements as listed above may be disregarded and the best notice practicable given. No such emergency meeting of the Planning Commission shall be held unless an attempt has been made to notify all of its members and a majority votes in the affirmative to hold the meeting. (Utah Code Ann. 52-4)

3. Legislative Consideration (Recommendations to the City Council) –

Example Items: Planned Unit Developments and Zoning Map Amendments

a. Applications for items which are legislative in nature and require a recommendation from the Planning Commission to the City Council shall be noticed prior to the meeting in the following manner:

i. Applications shall be identified by name on the Planning Commission agenda;

ii. Zoning Map Amendments/Planned Unit Developments

The City Planner shall notify all property owners within 300 feet from the boundaries of the affected property, by mail, of any meeting where a public hearing is required by state law or local ordinance. At the discretion of the City Planner, and with the concurrence of the Chair, the mailing area may be extended beyond 300 feet from the subject property in order to notify additional parties. The mailing area may also be extended by a majority vote of the Commission;

iii. Ordinance Amendments

The City Planner shall cause that notice be posted in accordance with applicable state law and local ordinances.

iv. General Plan Amendments

The Planning Commission shall prepare and/or review all proposed amendments to the City General Plan and shall hold a public hearing on such proposed amendments. After the public hearing, the Planning Commission shall make any changes to the proposed amended Plan and forward its recommendations regarding the same to the City Council for its consideration. Notice of the public hearing before the Planning Commission on the proposed amended General Plan amendments shall be provided in accordance with City Ordinances and State Law regarding the same.

b. Other meetings at which a legislative matter will be considered need not be noticed by individual mailing, but shall be identified by name on the agenda;

- i. More than one public hearing for the same item may be required when determined to be appropriate by majority vote of the Commission.
 - ii. Significant alteration of an application may also merit an additional hearing(s) as determined by the City Planner, and with the concurrence of the Chair or by majority vote of the Commission:
- c. The City Planner shall send a letter or email to the applicant within a reasonable time after the final recommendation of the Planning Commission indicating the action taken on the application.

4. Administrative Consideration–

- a. Applications which are considered administrative in nature including Conditional Use approval, Subdivisions, and Special Exceptions, shall be noticed prior to the meeting in the following manner when city code requires that a public hearing is applicable:
 - i. Applications shall be identified by name on the Planning Commission agenda;
 - ii. The City Planner shall notify all property owners within 300 feet from the boundaries of the affected property, by mail, of the meeting at which the application will be considered. At the discretion of the City Planner, and with the concurrence of the Chair, the mailing area may be extended beyond 300 feet from the subject property in order to notify additional parties. The mailing area may also be extended by a majority vote of the Commission;
- b. The City Planner shall send a letter or email to the applicant within a reasonable time after the final decision of the Planning Commission indicating the action taken on the application.
- c. The notice procedure for a new Conditional Use application shall also be followed if it becomes necessary to commence proceedings to revoke a Conditional Use Permit.

5. Other

- a. **Street Dedication, or Major Street Plan Amendment** – Notice shall be provided in the following manner:
 - i. An application for a street name change, Major Street Plan change, or street dedication shall be identified by name on the Planning Commission

agenda.

- ii. The City Planner shall notify all affected utilities of the date of the hearing and the proposed change;
- iii. The City Planner shall mail notice to all owners-of-record of land abutting the street on which the change or dedication is proposed and may also publish such notice on the City's webpage and the Utah Public Meeting Notice website within a reasonable time prior to the meeting date.

b. Vacation of Alleys or Streets – No requirement exists in State Law for sending street and alley vacations to the Planning Commission for a recommendation. If the City Council determines that a recommendation from the Commission is desirable, then notice shall be given in the following manner:

- i. An application for a street or alley vacation shall be identified by name on the Planning Commission agenda;
- ii. The City Planner shall notify all affected utilities of the date of the hearing and the proposed change;
- iii. The City Planner shall mail notice to all owners-of-record of land abutting the street on which the change is proposed and may also publish such notice on the City's webpage and the Utah Public Meeting Notice website within a reasonable time prior to the meeting date.
- iv. At the discretion of the City Planner, and with the concurrence of the Chair, the mailing area may be extended in order to notify additional parties. The mailing area may also be extended by a majority vote of the Commission.

IV. APPLICATION REQUIRED

An application may not be heard by the Planning Commission unless an application form is adequately filled out and accompanied by the appropriate fee and required plans drawn to scale with dimensions clearly indicated and with sufficient detail and clarity to show what is being requested. Applications must be received at least two weeks prior to the meeting at which they will be considered.

V. MEETINGS

1. **Time and Place of Meetings** – Regular public meetings of the Planning Commission will generally be held on the first and third Thursday of each month at 7:00 p.m. in accordance with Farmington City Code Section 11-3-030 (C). In person meetings will be held in the City Offices located at 160 South Main Street when there is business to conduct unless otherwise noted on the agenda. A preparation meeting may be held prior to regular meetings, typically starting at 6:30 p.m. This preparation meeting is still a public meeting and the start time of the preparation meeting must also be published on the agenda. As determined by the Chair or City Staff, meetings may be held to facilitate participation either entirely or partially via remote electronic means.
2. **Special meetings** may be called by the Chair, or upon an affirmative authorization of at least four members of the Commission.
3. **Open to the Public** – All meetings of the Planning Commission are open to the public unless closed pursuant to law.
4. **Public Comment.** - 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 the agenda item. Each person will have up to three (3) minutes. The Chair, in its sole discretion, may reduce the speaker time limit uniformly to accommodate a large number of speakers. The Chair, in its sole and absolute discretion, may allow additional time to any speaker should it be deemed reasonable to do so. The allotted time for each individual for public comment is personal to each such individual and may not be ceded, aggregated or shared with any other individual.
5. **Order of Business** – Applications submitted to the Planning Commission shall appear on the agenda in such order as City staff may deem appropriate giving due consideration for the amount of time each item is anticipated to require. The following are examples of items that may appear on the Commission's agenda. This list is not exclusive:
 - a. Approval of Minutes;
 - b. City Council Report
 - c. Subdivision and Planned Unit Development applications – hearings and decisions;
 - d. Master Plan and Zoning Amendment applications – hearings and decisions;
 - e. Conditional Use / Site Plan review applications – hearings and decisions.
 - f. Annexation applications;
 - g. Zoning Text Changes – hearings and decisions;
 - h. Other Business;
 - i. Adjournment.

The Chair may change the order of business or consider matters out of order if there is no objection from any member of the Commission, or by majority vote of the Commission.

6. Presentation of Application – Staff shall present the application. The applicant is then invited to offer written or oral comments and clarification if needed. An applicant may represent themselves in person or remotely, and is not subject to three-minute time limits imposed on members of the public. The applicant may also choose to be represented by an attorney or other authorized agent at any meeting of the Commission, and the representing party may participate in person or remotely. Written authorization shall be required for an agent.

7. Order of Procedure – Except as otherwise provided in these rules, the order of procedure in the hearing of each application shall be as follows:

- a. Staff makes presentation;
- b. Applicant offers written or oral comments and clarification if needed;
- c. Public provides comments;
- d. Applicant given opportunity to answer comments and provide additional information;
- e. Public hearing is closed by the Chair.

The Chair may change the order of procedure if there is no objection from any member of the Commission or by majority vote of the Commission.

VI. VOTING

An affirmative vote of a majority of the members of a quorum shall decide any matter under consideration in accordance with Section 11-3-030(d) of the Farmington City Zoning Ordinance.

VII. DECISIONS

Decisions of the Commission shall be considered final, for the purposes of any appeal, at the end of the meeting at which the matter is heard and a decision rendered. The Zoning Administrator shall send a written notification or email of the decision to the applicant within a reasonable time after the date such decision was made. Such notification shall include the reasons for the Commission's decision.

VIII. RE-HEARING

The Commission may re-hear an application upon written request by the applicant and a showing that there is substantial new evidence that was unavailable at the time of the original hearing through no fault on the part of the applicant. The Commission shall, by vote, make a determination as to whether or not to reconsider its prior decision. In the event a re-hearing is approved, the matter shall be considered only after notice has been given in the same manner

as was given for the original application. The applicant shall pay any costs incurred in re-advertising the hearing.

IX. RECORDS

1. **Written Minutes** – Written minutes shall be kept of all Planning Commission meetings. Such minutes shall include:

- a. The date, time, and place of the meeting;
- b. The names of members present and absent;
- c. The substance of all matters proposed, discussed, or decided, and a record, by individual member, of the votes taken.

The minutes are public records and shall be available within a reasonable time after the meeting. An official copy of the minutes shall not be made available until after formal approval by the Commission.

2. **Recording** – All proceedings of the Planning Commission shall be electronically recorded and the audio recording retained in the office of the City Planner for a minimum of six months following the meeting at which the recording was made. Such recordings may be used in the event a Commission Member misses a meeting and wishes to qualify to vote on a particular item, or if it is necessary to produce a verbatim transcript of all, or part, of a meeting.

3. A recording of all or any part of a Planning Commission Meeting may be made by any person in attendance provided that the recording does not interfere with the conduct of the meeting.

X. RULES OF ETHICAL CONDUCT

1. **Definitions** – The following definitions shall apply to this section:

- a. **Assist** means to act, offer, or agree to act, in such a way as to help, represent, aid, advise, furnish information to, or otherwise provide assistance to a person or business entity.
- b. **Business Entity** means a sole proprietorship, firm, partnership, association, joint venture, trust, corporation, foundation, or other organization or entity used in carrying on a business.
- c. **Compensation** means anything of economic value which is paid, loaned, granted, given, donated, or transferred to any person or business entity for, or in consideration of, personal services, materials, property, or any other thing

whatsoever.

- d. **Substantial interest** means ownership, either legal or equitable, by an individual, a spouse, or minor children, of at least 10% of the outstanding shares of a corporation or a 10% interest in any other business entity.

2. A Commission member shall not:

- a. Disclose confidential information acquired by reason of his/her official position or use such information to secure special privileges or exemptions for him/herself or others;
- b. Use, or attempt to use, his/her official position to secure special privileges for him/herself or others;
- c. Knowingly receive, accept, take, seek, or solicit, directly or indirectly, any gift or loan for him/herself, or another, if the gift or loan tends to influence him/her in the discharge of his/her official duties, except for:
- i. An occasional nonpecuniary gift having a value of less than \$50.00;
 - ii. An award presented publicly;
 - iii. Any bona-fide loan made in the ordinary course of business;
 - iv. Political campaign contributions actually used in a political campaign.
- d. Participate in any Commission action which may result in a private benefit;
- i. The private benefit may be direct or indirect, create a material, personal gain, or provide an advantage to relations, friends, groups, or associations which hold some share of a person's loyalty. However, mere membership in a group or organization shall not be considered a conflict of interest unless a reasonable person would conclude that such membership in itself would prevent an objective consideration of an issue.
 - ii. A Commission member experiencing, in his/her opinion, a conflict of interest, shall declare this interest publicly, abstain from voting on the action, and shall be excused from his/her seat on the Commission during consideration of the action. He/she should not discuss the matter privately or publicly with any other Commission member. The vote of a Commission member experiencing a conflict of interest who fails to disqualify oneself shall be disallowed.
 - iii. A conflict of interest may exist under these rules even though a Commission member may not believe he/she has an actual conflict. A

Commission member who has a question as to whether a conflict exists should raise the matter with the other members and the City Attorney in order that a determination may be made.

3. **Compensation** – a. A Commission member shall not receive or agree to receive compensation for assisting any person or business entity in any transaction connected with an action being considered by the Commission or which may come before the Commission.

b. Any Commission member who is an officer, director, agent, employee, or owner of a substantial interest in any business entity which does, or anticipates doing business with the City shall disclose the nature of his/her interests in that business entity prior to any discussion by the Commission of any matter concerning such business entity.

c. Any personal investment by a Commission member which creates a substantial conflict between the Member's personal interests and his/her public duties shall be fully disclosed.

XI. RULES OF ORDER

All regular meetings of the Planning Commission will be conducted according to such rules of order as are passed and approved by a majority vote of the Commission. These Rules may be amended from time to time in the same manner.

XII. TIE VOTE

In the event of a tie vote on any decision before the Commission, the motion shall fail and the Chair may ask for another motion. If no other motion is made, or in the event the second motion also ends in a tie vote, the matter shall be continued until the next regular meeting of the Commission. In the event that a final decision is not made at the next meeting, the application shall be deemed denied and the applicant shall have a right to appeal as provided in the Farmington City Code.

XIII. AMENDMENTS

These Policies and Procedures may be amended at any regular meeting of the Commission by an affirmative vote of the majority of all members, provided that such amendments have been presented in writing to each Commission member at least 48 hours preceding the meeting at which the vote is taken. Such amendment must be ratified by the City Council per Farmington City Code 11-3-030 (B) before taking effect.

11-4-050: DUTIES OF THE ZONING ADMINISTRATOR:

F. Administrative Determination For Uses Not Listed: Determination as to the classification of uses not specifically listed in chapters 10 through 26 of this title may be made by the zoning administrator:

1. An application requesting such determination shall be filed with the zoning administrator. The application shall include a detailed description of the use and other such information as may be required.

2. The zoning administrator shall make such investigations as are deemed necessary to compare the nature and characteristics of the proposed use with those of uses specifically listed in this title and shall make a determination of its classification based on his investigations. The determination shall state the zone classification(s) in which the use will be allowed and whether the use will be a permitted use or a conditional use in the zone(s).

3. The determination and all information pertaining to it shall be assigned a file number classifying it as an administrative determination and shall become a permanent public record in the office of the planning and zoning department.

4. For a use which is determined by the zoning administrator to be a new or unlisted business use which the zoning administrator determines not to that cannot be classified as a permitted or conditional use based on similarity to existing uses identified in a zoning district, an applicant may submit an application for review by the City Council requesting that a land use ordinance be adopted which permits the new or unlisted business as a permitted or conditional use. The City Council's consideration and determination of this application shall comply with the provisions of section 10-20-507(2) of the Utah Code. This type of application shall not be brought before represented to the Planning Commission for a consideration or recommendation.

11-6-050: REQUIRED COMMENCEMENT OF CONSTRUCTIONRESERVED:

Except as otherwise provided in writing by the city council, any rezone approval initiated by an interested party other than the city shall be conditioned upon commencement of actual construction or improvements on the affected property or the actual occupancy and utilization for the use of the proposed development upon the affected property within two (2) years from the date of such approval. If the applicant fails to commence such construction or improvements, or any other conditions imposed by the city council, to the satisfaction of the city, within the required time frame, the property's zoning classification and zone district shall automatically, and without further notice or hearings thereon, revert to its prior zoning

~~classification and district. For purposes of this section, "commencement of actual construction or improvements" shall mean that the city has either inspected and approved completion of all designated improvements or the city has inspected and approved completion of construction of all footings of the proposed development or structure on the affected property.~~

11-10-010: PURPOSE:

D. All lands within agricultural zones are intended, to some extent, for either private or commercial agricultural production, farming, protection of environmentally sensitive areas and/or open space. Owners, occupants and users of these properties, or neighboring properties, may be subjected to inconvenience, discomfort and the possibility of injury to property and health arising from normal and accepted agricultural practices and operations, including, but not limited to, noise, odors, dust, the operation of machinery, including crop dusting aircraft, the storage and disposal of manure, and the application of fertilizers, soil amendments, herbicides and pesticides. Owners, occupants and users of these properties, or neighboring properties, should be prepared to accept such inconveniences, discomfort and possibility of injury from normal agricultural operations and are hereby put on official notice that Utah Code Annotated section [78B-6a-404](#)~~78B-6-1104~~, as amended, may bar them from obtaining a legal judgment against such normal agricultural operations.

11-18-070: DEVELOPMENT REVIEW PLAN:

B. 4. Review, Recommendation Decision And Time Frames: Review shall comply with the terms and conditions of the PMP and applicable city ordinances in accordance with the site development review process set forth in chapter 7 of this title and the following standards and criteria. Notwithstanding this, the city planner/zoning administrator, and the site plan and architectural review committee (SPARC) will review all applications in the mixed use districts. After adequate review, the SPARC will provide recommendations to the city planner/zoning administrator and an application, or particular phase of review, may be approved, approved with conditions, continued for further study, or disapproved. The SPARC will also provide recommendations to the planning commission for applications that are forwarded to them for review and approval. Appeals of any such decision may be submitted as set forth in this title.

a. Applications that meet one or all of the following conditions will be forwarded to the planning commission for review and approval:

(1) The application includes a structure that exceeds thirty thousand (30,000) square feet in size;

(2) The application is asking for flexibility with the design criteria and development standards of this section, while still meeting the intents and purposes of said criteria and standards;

(3) The application is a planned development area (in excess of 5 acres in size);

(4) The application includes a use or element that requires a special review process.

b. Review at the schematic design phase shall be completed within thirty (30) days after the submission of a complete application to the community development department. The planning office, or the SPARC, shall consider any written comments received and make a determination of consistency of the application with adopted plans, the standards and criteria and any applicable rules and regulations and guidelines and shall identify additional design issues to be addressed in the design development phase. After adequate review, the application may proceed to the design development phase of the development plan review process.

c. Review by the community development department at the design development phase shall be completed within thirty (30) days after the submission of a complete application. The planning office shall make a determination of consistency of the application with the adopted plans, standards and criteria and any applicable rules and regulations and guidelines and shall make a recommendation to the city planner/zoning administrator or the SPARC. The city planner/zoning administrator shall have fifteen (15) days to approve, approve with conditions, continue for further study, or deny the application; or determine if review by the planning commission is necessary according to the conditions stated above.

d. Review periods may be extended by an amount of time equal to any delay caused by the applicant or by failure of the applicant to obtain comments from related reviewing entities and delivering these comments to the community development department, or with the applicant's consent.

e. Any person or entity [with standing](#) aggrieved by the decision of the city planner/zoning administrator and/or the planning commission in the administration of this development plan review process may appeal such decision as provided in chapter 3-7 of this code.

11-27-090: FINAL PUD MASTER PLAN:

A. Submittal: Following the public hearing on a preliminary PUD Master Plan and prior to designation of a planned unit development, in combination with an underlying zone, the final PUD Master Plan shall be submitted to the City Planner. Any failure to submit a final PUD Master Plan on the proposed planned unit development or any portion thereof within one year of the approval of the planned unit development designation and the preliminary PUD Master Plan

shall terminate all proceedings and render the proposed planned unit development null and void. Termination of proceedings and expiration of the preliminary PUD Master Plan shall take effect only if the requirements related thereto have changed during the year following its approval, otherwise the PUD Master Plan shall remain valid for a period of 3 years.

11-27B-020: STANDARDS AND REQUIREMENTS:

C. ~~Applicable z~~oning regulations of the underlying zone shall apply except as otherwise set forth in an AP District, which shall be as established by the General Development Plan and Development Agreement and may include:

2. Minimum development area or lot size, ~~which may not be less than allowed in the underlying zone;~~

11-27B-060: TIME LIMIT:

Unless there is substantial action leading toward completion of an AP District or an approved phase thereof within a period of twelve (12) months from the date of approval, ~~as determined by the City Council~~ except as otherwise established by the development agreement, such approval shall expire, unless, after reconsideration of the progress of the project, an extension is approved by the City Council.

11-28-120: TEMPORARY USE OF LAND AND STRUCTURES:

D. Administrative Review Process:

1. Uses: The following uses may be reviewed and approved by the city planner:

- a. Christmas tree lots;
- b. Construction trailers;
- c. Fireworks stands;

~~d. Model home shows;~~

~~ed.~~ Temporary offices;

~~fe.~~ Uses related to natural disasters;

~~gf.~~ Warehouse sales.

11-28-170: PUBLIC IMPROVEMENTS REQUIRED:

No building, electrical or plumbing permit shall be issued for any building or structure, and no conditional use permit or site plan approval shall be given, if the property in question abuts a public street, unless one of the following ~~three (3)~~ alternative requirements is satisfied with respect to the property in question. Which of the alternatives is selected for specific property shall be decided by the city administration, after the owner or developer of the property in question has received an opportunity to express their preference. For purposes of this section, the "property in question" includes all real property adjacent to the site to be developed, which is owned by the same person, or by a corporation or other entity in which that person has an interest, or by a relative, partner, agent or trustee of that person. The alternative requirements are as follows:

A. Alternative A: The property in question has curb, gutter and sidewalk along the full length of the side abutting the public street.

B. Alternative B: The property owner in question agrees in writing to provide curb, gutter and sidewalk along the full length of the side abutting the public street, and that agreement is secured by a deposit in a Utah bank, which deposit the city may withdraw in the event of a default by the owner or developer. The amount of the deposit shall equal the city engineer's estimate of the cost of installing curb, gutter and sidewalk as required, together with an additional ten percent (10%) of that amount to cover contingencies. The agreement and deposit shall be substantially similar to the agreements and deposits used by the city for subdivision improvements.

~~C. Alternative C: The owner of the property in question enters into a satisfactory written agreement that runs with the land that grants a temporary extension of time for which to complete the required improvements, conditioned upon and subject to the promised future performance by the owner. If the owner fails to make said requirements, at no cost to the city, within ninety (90) days after having been requested in writing by the city to do so, the city may construct and install the required improvements and charge the cost thereof to the owner. Any such charge shall constitute a lien on the property.~~

11-28-230: DEMOLITIONS:

D. Issuance Of Demolition Permit For A Main Building:

1. Except as otherwise provided in subsection D4 of this section, a demolition permit shall be issued only upon compliance with subsections D2 and D3 of this section, if applicable, and if:

a. ~~The A complete building permit application to replace the building or structure proposed for demolition has been submitted to the Community Development Department; and in the case of a replacement building for a dwelling, the building permit must be issued and the City must receive~~ a cash, letter of credit, escrow, or property performance bond in a form acceptable to the City equal in amount to the valuation, as determined by the building official, of the ~~replacement building costs associated with clearing debris from the demolition site and rendering the site safe after demolition, except for property bonds which must be at least equal in value to the subject property including any existing on-site accessory buildings (but need not exceed the value of the new building);~~ or

11-33-100: EXCEPTIONS:

In cases where unusual topographical or other exceptional conditions exist ~~which qualify for a variance, variations and exceptions from this chapter may be made by the Farmington City council such a variance may be reviewed as provided in section 11-5-080 of this Code. Prior to final decision on any variation or exception, the question shall first be referred to the planning commission for its recommendations or suggestions. But the final decision will be made by the Farmington City council.~~

11-35-020: LICENSE REQUIRED:

A. ~~Unless otherwise provided for a low-impact home occupation, it~~ shall be unlawful for any person or entity to engage in a home occupation in any agricultural or residential zone without first obtaining a home occupation business license to do so from the City Recorder. The procedure to be followed and applicable fees for a home occupation business license are set forth in the business licensing regulations, title 6 of this Code.

B. ~~A low-impact home occupation is a business whose Businesses that do not have~~ combined offsite impacts of the home based business and the primary residential use ~~that do not~~ exceed the impact of the residential use alone. ~~Low-impact home occupation businesses are not required to obtain a license. The city may issue a low-impact home occupation business license to one that but who voluntarily seeks a licenseit, in which case the business~~ shall pay a licensing fee to cover the cost of issuing the license, as set forth in the City's consolidated fee schedule.

11-35-030: CONDITIONS:

Each home occupation shall comply with all of the following conditions:

N. Vehicle Size; Parking: The size of vehicles used in conjunction with a home occupation shall not exceed one-ton rated capacity be limited to a maximum of 2 vehicles which fit FHWA Vehicle Classification categories 1, 2, 3, and 5 and no more than 2 trailers any of which cannot exceed a Gross Vehicle Weight Rating (GVWR) less than 10,000 lbs. Off street parking, in compliance with the provisions of this title, shall be provided for all business and private vehicles associated with a residential property.

FHWA Vehicle Classifications	
1. Motorcycles 2 axles, 2 or 3 tires 	2. Passenger Cars 2 axles, can have 1- or 2-axle trailers 
3. Pickups, Panels, Vans 2 axles, 4-tire single units Can have 1 or 2 axle trailers 	5. Single Unit 2-Axle Trucks 2 axles, 6 tires (dual rear tires), single-unit 

No more than 1 Lawn and Garden Tractor or Sub Compact Tractors under 45 hp are also permitted if parked or stored in a properly designated parking space or behind a screening fence in a rear yard.

Construction vehicles including but not limited to cranes, backhoes, loaders, bulldozers, etc. are not permitted in conjunction with a home occupation.

- Exception: a small or medium frame skid steer (less than 70 hp) may be permitted when reviewed as a Conditional Use by the Planning Commission if parked and stored behind screening fence or within an enclosed garage. The Planning Commission may permit other vehicles of similar size by Conditional Use review.

11-35-040: CONDITIONAL USES:

A. Permitted Conditional Uses: The following home occupations may be allowed only upon approval of a conditional use application by the Planning Commission and issuance of a conditional use permit:

1. Uses where the applicant proposes to use more than twenty five percent (25%) of the dwelling in connection with the business.

2. Any use where outside storage, use of an accessory building or exclusive use of an attached garage is anticipated or requested in conjunction with the home occupation.

3. Any use which includes construction vehicles, tractors, or class 5 vehicles which will be stored on the same property as the dwelling.

B. Review Standards: In evaluating a home occupation conditional use, the Planning Commission shall apply the review standards contained in chapter 8 of this title and, if applicable, site development standards contained in chapter 7 of this title.

11-36-030: PERMITS:

E. Appeal: Any person whose application for a permit under this chapter has been denied may appeal that denial as provided in chapter 3-7 of this Code.~~request and shall be granted a hearing on the matter before the Farmington City council under the procedure provided by section 11-36-060 of this chapter.~~

11-36-040: LICENSES:

E. Appeal: Any person whose application for a license under this chapter has been denied may appeal that denial as provided in chapter 3-7 of this Code.~~request and shall be granted a hearing on the matter before the Farmington City council under the procedure provided by section 11-36-060 of this chapter.~~

11-18-070: DEVELOPMENT PLAN REVIEW:

2. Application, How Filed And Noticed: All applications shall be filed with the community development department. Such applications shall be reviewed for completeness and, if found to be complete, shall be transmitted to the planning office for review. The community development department shall notify members of the city council and the planning commission of all applications received for the schematic review phase for developments on sites equal to or larger than thirty thousand (30,000) square feet. Such council or commission member may request additional information and may submit written comments to the planning office within twenty (20) days after notice is sent. ~~After an initial review by the city planning office for compliance with the rules and regulations of this chapter, the application shall be transmitted to the site plan and architectural review committee (SPARC) for review.~~

Plans and any accompanying information for each phase of the development plan review process shall be delivered by the applicant to such city departments, special districts,

governmental boards, bureaus, utility companies and other agencies, which will need to provide facilities and services to the site, which together constitute the city's development review committee (DRC), for information and comment. The community development department is responsible for coordinating the comments received from all public and private entities, and shall decide which agencies to refer site plans to, but the applicant is responsible for obtaining the comments back from these entities within a reasonable time in a manner and/or form as prescribed by the community development department.

3. Application, Contents: Applications shall contain the following information:

a. Schematic (Concept) Design Phase: Site plan and context photos of the site and immediately adjacent properties, building elevations and other supporting information as requested;

b. Design Development Phase: All information set forth in chapter 7 of this title, except as otherwise provided in this chapter, including, but not limited to, such things as landscaping, lighting, screening and sign requirements, and all items required to make a determination of consistency for the schematic design phase, and other supporting information as requested.

4. Review, Recommendation Decision And Time Frames: Review shall comply with the terms and conditions of the PMP and applicable city ordinances in accordance with the site development review process set forth in chapter 7 of this title and the following standards and criteria. Notwithstanding this, the city planner/zoning administrator, ~~and the site plan and architectural review committee (SPARC)~~ will review all applications in the mixed use districts. After adequate review, ~~the SPARC will provide recommendations to the city planner/zoning administrator and~~ an application, or particular phase of review, may be approved, approved with conditions, continued for further study, or disapproved. ~~The SPARC will also provide recommendations to the planning commission for applications that are forwarded to them for review and approval.~~ Appeals of any such decision may be submitted as set forth in this title.

a. Applications that meet one or all of the following conditions will be forwarded to the planning commission for review and approval:

(1) The application includes a structure that exceeds thirty thousand (30,000) square feet in size;

(2) The application is asking for flexibility with the design criteria and development standards of this section, while still meeting the intents and purposes of said criteria and standards;

(3) The application is a planned development area (in excess of 5 acres in size);

(4) The application includes a use or element that requires a special review process.

b. Review at the schematic design phase shall be completed within thirty (30) days after the submission of a complete application to the community development department. The planning office, ~~or the SPARC~~, shall consider any written comments received and make a determination of consistency of the application with adopted plans, the standards and criteria and any applicable rules and regulations and guidelines and shall identify additional design issues to be addressed in the design development phase. After adequate review, the application may proceed to the design development phase of the development plan review process.

c. Review by the community development department at the design development phase shall be completed within thirty (30) days after the submission of a complete application. The planning office shall make a determination of consistency of the application with the adopted plans, standards and criteria and any applicable rules and regulations and guidelines and shall make a recommendation to the city planner/zoning administrator ~~or the SPARC~~. The city planner/zoning administrator shall have fifteen (15) days to approve, approve with conditions, continue for further study, or deny the application; or determine if review by the planning commission is necessary according to the conditions stated above.

d. Review periods may be extended by an amount of time equal to any delay caused by the applicant or by failure of the applicant to obtain comments from related reviewing entities and delivering these comments to the community development department, or with the applicant's consent.

e. Any person or entity aggrieved by the decision of the city planner/zoning administrator and/or the planning commission in the administration of this development plan review process may appeal such decision as provided in chapter [3-7](#) of this code.

f. If the applicant does not obtain and maintain a current building permit within six (6) months of any development plan approval, such approval shall be null and void. This time period may be extended for additional six (6) month periods by the community development director if he or she finds it is the best interest of the city and there are compelling reasons to do so. The applicant must petition for an extension, prior to the expiration of the original six (6) months, or an extension previously granted. An extension may be granted only if it is determined that it will not be detrimental to the city. If any of the fees charged as a condition of approval, including, but not limited to, inspection fees, impact fees, as well as the amounts the city uses to estimate bonds to ensure completion of improvements, have increased, the community development director, after receiving approval from the city manager may require that the bond estimate be recalculated and that the applicant pay any applicable fee increases as a condition of granting the extension.

5. Standards And Criteria: Development plan review shall be based on the following building and site design standards and criteria, which are formulated to achieve the intents and purposes of the mixed use districts in the short and long term. These standards and criteria shall be met unless an acceptable alternative is proposed that, upon review by the ~~city and the SPARC~~, better meets the intents and purposes of the area:

11-18-080: PROJECT MASTER PLAN:

C. Application And Submittal: The PMP shall be submitted to the community development department for review by the DRC ~~and the SPARC~~.

D. PMP Requirements: In addition to the submittal requirements set forth in any PMP rules and regulations adopted by the city, all PMPs shall include the following information:

3. Development Standards And Design Guidelines: Development standards and design guidelines shall be required for development in the mixed use districts. ~~These will be reviewed by the SPARC and may be approved as part of the PMP process.~~ The PMP may be approved without development standards and design guidelines, but these shall be approved prior to development plan approval for any development project within the PMP area.

F. Review Of PMP: Upon receiving a complete PMP application and pursuant to the distribution process set forth in the development plan review section of this chapter, the applicant shall deliver such applications and obtain comments from the DRC. ~~The community development department shall forward such applications to seek review and obtain comments by the site plan and architectural review committee (SPARC).~~

G. Recommendations: The DRC ~~and SPARC~~ shall prepare recommendations regarding the PMP based on criteria set forth herein and in the PMP rules and regulations. In response to a recommendation from any member of the ~~DRC or SPARC~~, the applicant may revise and resubmit the PMP to the DRC, ~~or the city if the recommendations are from the SPARC~~. The community development department shall obtain recommendations as set forth in the development plan review section of this chapter.

K. Major And Minor Amendments: An approved PMP may be amended at any time using the process set out herein, and may be amended simultaneously with the processing of a site plan application or a site plan amendment. The city planner/zoning administrator shall determine whether a proposed amendment is a "major" or "minor" amendment ~~and may seek a recommendation by the SPARC to make such determination~~. In order to initiate an amendment, the applicant shall submit to the city planner those PMP submission items that would change if the proposed amendment were approved. Review of applications for amendment shall be

governed by those criteria set forth for a PMP. Approved amendments shall be recorded as set forth for a PMP.

1. Major Amendments: Major amendments shall be reviewed by the city ~~and the SPARC~~ and approved by the planning commission. Changes of the following types shall define an amendment as major:

a. To significantly modify or reallocate the allowable height, mix of uses or density of a development;

b. To significantly alter the location or amount of land dedicated to parks, trails, open space, natural areas or public facilities;

c. To significantly change the location of land use areas as shown on the original PMP;

d. Any change from, or addition to, the PMP of a type that would require a PMP in a non-TMU district; or

e. Modify any other aspect of the PMP that would significantly change its character.

2. Minor Amendments: Amendments that are not major amendments shall be termed "minor amendments" and shall be referred to the city planner/zoning administrator for review, who may also refer the application to ~~the SPARC and~~ other departments or agencies for comment using the process set out in this section. The city planner/zoning administrator shall approve, approve with conditions, or deny such amendment within twenty (20) calendar days after the date of applicant's submission of a complete application for amendment. Any person or entity aggrieved by the decision of the city planner/zoning administrator may appeal such decision as set forth in the development plan review section of this chapter.

H. Planning Commission Public Hearing: Upon receipt of a recommendation from the DRC, the planning commission shall hold a public hearing on the proposed project master plan. The planning commission shall approve, approve with conditions, continue the application for further study, or deny the PMP. For applications where the PMP is part of a Development Agreement, the Planning Commission shall make a recommendation to be forwarded to the City Council for review where an official approval or denial will be determined.

11-18-120: MASTER DEVELOPMENT GUIDELINES:

A. Requirements: The developer of each area of land that is designated and mapped on the Farmington City zoning map as a TOD mixed use districts shall prepare and submit master development guidelines (MDG) to be recorded against the property, which MDG shall define the standards for design within the district for architectural controls, open space, buildings,

structures, landscaping, lighting, signs and similar external improvements. It is specifically contemplated that development throughout the entire TOD mixed use districts will meet certain development standards that are determined and adopted by the city to assure compatible, high quality development within the TOD mixed use districts, especially in regard to streetscape and landscaping elements, and that such development standards will be incorporated into the master development guidelines for each project. In addition to any other notice provisions set forth in the city ordinances or state law, the city shall be required to provide notice of all pending PMP approvals within a TOD mixed use district area to all property owners within the same contiguous TOD mixed use district area or within the TMU area identified in the land use master plan to allow comment from such property owners regarding the consistency of any proposed project or master development guidelines with those development standards determined by the City to be applicable to all development within the TOD Mixed Use Districts.

B. Preparation; Submittal: The MDG shall be prepared by the developer and in all cases submitted to the City for review and comment ~~by the SPARC~~ before the City shall grant any approval for any improvements within any mapped zone district under the TOD Mixed Use Districts regulations. All construction in the TOD Mixed Use Districts shall comply with applicable MDGs and common area management plan (CAMP). The MDG and/or CAMP may contain specific lien and other enforcement provisions to ensure adequate compliance. Any requirement of an MDG or CAMP may be more restrictive or require a higher standard or quality than the TOD Mixed Use Districts regulations or development standards determined by the City to be applicable to all development within the TOD Mixed Use Districts.

CHAPTER 29 ANIMALS AND FOWL

11-29-030: GENERAL PROVISIONS:

E. ~~Location Of Accessory~~ Structures:

- i. Animals must be kept within an enclosed area or structure sufficient to contain the animals on site.
- ii. No animal shelter, hay barn, silo, equipment shed, storage building and similar accessory buildings to the agricultural use of land may be located closer than ten feet (10') to any side or rear boundary line.



Farmington City Planning Commission Staff Report June 18, 2026

Item 5_: Zone Text Amendment – Moderate Income Housing Reporting Requirements.

Public Hearing: Yes
Application No.: 26-16
Applicant: Farmington City Staff

Request: City staff in is recommending a zone text amendment which codifies how reporting of Moderate Income Housing requirements are to be done.

Background Information

For a handful of years now Farmington has included provisions in its code to require Moderate Income Housing as part of developments. To date projects which have been approved include provisions within development agreements as to how this requirement is being met along with a reporting mechanism.

The intent of this ordinance is to clarify to developers how the reporting will work whether or not it is memorialized in a development agreement.

In brief, the code places the onus on property owners to send in proof that they are meeting their obligations rather than expecting that the city reach out and request items.

Suggested Motion

Move that the Planning Commission recommend approval of the zone text amendment as included with this report.

Findings:

- 1. The additional code clarifies the reporting process and establishes uniform expectations for all development.**

Supplemental Information

- 1. Enabling Ordinance including Proposed Zone Text Amendment**

FARMINGTON CITY, UTAH

ORDINANCE NO. 2026 -

AN ORDINANCE AMENDING SECTION 11-4 OF TITLE 11, PLANNING AND ZONING, TO IMPLEMENT CRITERIA FOR REPORTING ON AFFORDABLE AND MODERATE INCOME HOUSING. (26-12)

WHEREAS, the Planning Commission held a public hearing in which the text changes proposed to the Zoning Ordinance were thoroughly reviewed and recommended that this ordinance be approved by the City Council; and

WHEREAS, the Farmington City Council has also reviewed the proposed amendment and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed;

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

Section 1. Amendment. The specific sections identified in Exhibit A attached hereto are enacted as identified

Section 4. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 5. Effective Date. This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 4th day of August, 2026.

FARMINGTON CITY

Brett Anderson, Mayor

ATTEST:

DeAnn Carlile, City Recorder

Exhibit A:

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

ENHANCED DEVELOPMENT RIGHTS: Concessions permitted or granted by the City for bonus density, deviations from code requirements, or other benefits, based upon covenants by the Person (as defined in Utah Code § 68-3-12.5) or Entity to provide Affordable Housing or Moderate Income Housing as part of or all of the consideration for which the Enhanced Development Rights were granted.

§11-4-110: Moderate Income Housing Compliance Reports:

- A. Purpose: To ensure compliance with covenants regarding Affordable and Moderate Income housing made in exchange for concessions from the City during the development process.

C. Report Required:

Every Person or Entity who has received Enhanced Development Rights, or their successors in interest in the case of affordable or moderate income rental units, shall provide a written report to the Community Development Director or a designee, demonstrating faithful performance of the covenants upon which such Enhanced Development Rights were obtained:

1. For rental units, a report compliant with section 11-4-130 of this code is required annually on January 31 of each calendar year. There shall be imposed and collected a cumulative \$100.00 fine for each 30 day period or portion thereof that the report is not filed.
2. For homes sold subject to deed restrictions, reporting by the seller is required within thirty (30) days of each sale of the deed restricted home.

D. Rental Unit Report:

Covenants which required the applicant to set aside of a portion (hereinafter, the “set aside” portion or unit) of the development’s housing for rent shall make such report in the form as set forth herein and shall provide evidence demonstrating which units are designated as Affordable or Moderate Income housing and that they are in fact leased or rented to qualifying persons. Such evidence shall include to the following elements:

1. For each set aside unit, a statement under penalty of perjury by an authorized representative of the Landlord that each tenant occupying such set aside units qualifies under the definition of a recipient of Moderate Income Housing;
2. The methodology of how such determination is made by the Landlord;
3. The differential in rent, if any, paid by the occupants of such set aside unit from like non-set aside units; and

4. The total number of units in the development and the total number of set aside units.

**FARMINGTON CITY
PLANNING COMMISSION**

June 18, 2026

WORK SESSION Present: Chair Tyler Turner; Vice Chair Joey Hansen, Commissioners George “Tony” Kalakis, Randy Hopkins, Frank Adams. Alternate Commissioner Kevin Sanders. Staff: City Planner Shannon Hansell and Planning Secretary Carly Rowe. *Excused:* Community Development Director Lyle Gibson. Scott Behunin, Spencer Klein and Alternate Commissioner Brian Shepard.

The work session opened at 6:30 pm, the commission discussed the projects at hand. **Shannon Hansell** informed the commission that they have seen these items before and Fire Marshal **James Weston** was also in attendance for any questions regarding the zone text.

REGULAR SESSION Present: Chair Tyler Turner; Vice Chair Joey Hansen, Commissioners George “Tony” Kalakis, Randy Hopkins, Frank Adams. Alternate Commissioner Kevin Sanders. Staff: City Planner Shannon Hansell and Planning Secretary Carly Rowe. *Excused:* Community Development Director Lyle Gibson. Scott Behunin, Spencer Klein and Alternate Commissioner Brian Shepard.

Chair **Tyler Turner** opened the meeting at 7:00 PM.

SUBDIVISION APPLICATION – *no public hearing*

Item #1: STACK – Applicant is requesting Final Site Plan approval for a self-storage facility on approximately 3 acres at 1115 No. Innovator Drive.

Shannon Hansell presented this item. The subject property is located north of North Station Lane on Innovator Drive. It is currently part of the Stack Master Plat as Parcel C1. A schematic (concept) site plan for C1 was approved on October 9, 2025, as part of a larger Development Agreement/Project Master Plan for several parcels in the Stack Master Plat. Since then, the self-storage site has been through the Development Review Committee process for finalizing site plan details and is satisfactory.

The Stack Master Plat recorded all land divisions as parcels, which are different from building lots, in that a parcel is simply a specific piece of land identified for tax or selling purposes; whereas a lot must also comply with underlying zoning and development rules, including easements. Because of this, each parcel in the Stack Master Plat must undergo a plat amendment to add appropriate easements concurrent with the specific site plan assigned to each. In this case, Parcel C1 is connected via plat amendment to Parcel C4, which is just south across Arrowgate Drive (see Stack Master Plat). Parcel C4 is undergoing DRC site plan review at this time, but is not ready for final site plan approval. Subsequently, since the subdivision plat includes both C1 and C4, the plat amendment is not ready for approval either. Without the plat amendment to record C1 as a building lot, the Planning Commission cannot approve the final site plan for C1 without requiring a condition that the plat amendment for C1/C4 be approved and recorded first.

MOTION:

Joey Hansen made a motion to move that the Planning Commission approve the final site plan for the Stack C1 Self-Storage Building, subject to all applicable Farmington City development standards and ordinances, and the following conditions:

1. All remaining DRC comments are addressed for both the site plan and plat describing C1 and C4.
2. The final plat amendment for C1 and C4 is approved by the Planning Commission and recorded at the Davis County Recorder prior to moving forward with the building permit process for C1.

Findings:

1. The final site plan is compliant with the approved Project Master Plan and Development Agreement, as well the as the approved schematic site plan.

Supplemental Information:

1. Vicinity Map
2. Final Site Plan
3. Elevations
4. Stack Master Plat showing C1 and C4

Randy Hopkins seconded the motion.

Chair Tyler Turner	X Aye ____ Nay
Vice Chair Joey Hansen	X Aye ____ Nay
Commissioner Randy Hopkins	X Aye ____ Nay
Commissioner Kevin Sanders	X Aye ____ Nay
Commissioner Frank Adams	X Aye ____ Nay
Commissioner Tony Kalakis	X Aye ____ Nay

ZONE TEXT APPLICATION – *public hearing*

Item #2: Farmington City – Applicant is requesting changes to multiple sections of Title 10, Building Regulations, enacting standards related to fire sprinkler systems in single family dwellings.

Shannon Hansell presented this item. In 2025 the State of Utah passed the 3rd Substitute of House Bill 48 which enables cities to require an automatic fire sparkler system on homes in certain conditions but only if the city has adopted an ordinance providing for such. Farmington City Fire has expressed interest in adopting a code in order to improve safety for occupants of certain homes and surrounding property owners and residents. The included ordinances have been drafted in cooperation with the Community Development and Building Department, the Farmington City Fire Department, and the City Attorney. Based on allowances or limitations identified in HB 48, staff is recommending approval of the proposed ordinance which in summary:

- Requires that dwellings of any size which are built in high-risk areas identified on the included map in zones 5, or 6 be built with an automatic sprinkler system.
- Requires that any new dwelling exceeding 10,000 square feet in total floor area be required to have an automatic fire sprinkler system no matter where it is built in Farmington.

Additional details are specified in the included ordinance along with other clerical updates to the Title 10, Building Regulations.

Chair Tyler Turner opened the public hearing at 7:04 pm. No comments received, public hearing closed at 7:04 pm.

MOTION:

Frank Adams made a motion to move that the Planning Commission recommend approval of the zone text amendment as included with this report.

Findings:

1. The amendment sets a clear standard and requirement for when automatic sprinkler systems are required within the bounds and parameters identified by state statute.
2. The ordinance will provide additional protection for life and property within the city.

Supplemental Information

1. Farmington City Fire Memo
2. Enabling Ordinance with proposed zone text language and Wildland Interface Area map.
3. 2025 HB 48 S3: <https://le.utah.gov/Session/2025/bills/static/HB0048.html>
4. DNR - Utah Wildfire Risk Explorer: <https://wrap.wildfirerisk.utah.gov/Map/Public/>

Tony Kalakis seconded the motion.

Chair Tyler Turner	X Aye ____Nay
Vice Chair Joey Hansen	X Aye ____Nay
Commissioner Randy Hopkins	X Aye ____Nay
Commissioner Kevin Sanders	X Aye ____Nay
Commissioner Frank Adams	X Aye ____Nay
Commissioner Tony Kalakis	X Aye ____Nay

SUMMARY ACTION AND OTHER BUSINESS

Item #3: Applications and Approval of Minutes

- a. Planning Commission Minutes 05.21.2026
- b. Wilson Special Exception – Building Height Increase

This special exception is for a requested increased building height up to 20% of the required 15 maximum accessory building height, for a building that is 18 feet tall at the midpoint of the tallest pitch.

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.

MOTION: Move that the Planning Commission approve the special exception for increased building height up to 18 feet for the accessory building located at 285 E State St, subject to all applicable Farmington City development standards and ordinances, and the following conditions:

1. That the Fire Department approve the distance from State St to the accessory building.
2. The building complies with all other applicable New Construction Design Guidelines per the OTR zone (11-17-070), as well as all other applicable ordinance of the underlying zone.

Findings:

1. The project is located on a parcel of sufficient size to accommodate the special exception.
2. The project otherwise complies with the special exception approval standards of 11-3-045.

Supplemental Information

1. Vicinity Map
2. Site plan
3. Elevations

Frank Adams made a motion to approve the **summary action items as presented.**

Tony Kalakis seconded the motion, which was unanimous.

Chair Tyler Turner	X Aye ____Nay
Vice Chair Joey Hansen	X Aye ____Nay
Commissioner Randy Hopkins	X Aye ____Nay
Commissioner Kevin Sanders	X Aye ____Nay
Commissioner Frank Adams	X Aye ____Nay
Commissioner Tony Kalakis	X Aye ____Nay

Item #4: City Council Reports, Upcoming Items & Trainings.

a. City Council Reports from June 14, 2026

ADJOURNMENT

Spencer Klein motioned to adjourn at 7:06 PM.

Chair Tyler Turner	X Aye ____Nay
Vice Chair Joey Hansen	X Aye ____Nay
Commissioner Randy Hopkins	X Aye ____Nay
Commissioner Kevin Sanders	X Aye ____Nay
Commissioner Frank Adams	X Aye ____Nay
Commissioner Tony Kalakis	X Aye ____Nay

Tyler Turner, Chair



Farmington City Planning Commission Staff Report July 16, 2026

Item 6b: Plat Amendment – STACK C1 and C4

Public Hearing:	No
Application No.:	26-09
Applicant:	Isaac Riches, Trevor Evans, Ryan Thomas
Property Owner:	Stack Farmington Land LLC
Address:	Various on North Innovator Drive
Zone:	OMU (Office Mixed Use)
General Plan Designation:	Office Mixed Use/Business Park
Acres:	11.75 ac

Request: *The applicant is requesting approval for a plat amendment to the Stack Master Plat for Parcels C1 and C4*

Background

The Stack Master Plat recorded all land divisions as parcels, which are different from building lots, in that a parcel is simply a specific piece of land identified for tax or selling purposes; whereas a lot must also comply with underlying zoning and development rules, including easements. Because of this, each parcel in the Stack Master Plat must undergo a plat amendment to add appropriate easements concurrent with the specific site plan assigned to each.

In this case, Parcel C1 is connected via plat amendment to Parcel C4, which is just south across Arrowgate Drive (see Stack Master Plat). Parcel C4 is undergoing DRC site plan review at this time, but is not ready for final site plan approval. The Planning Commission approved the final site plan for C1 on June 18, 2026, but without the plat amendment to record C1 as a building lot, the building permit process cannot move forward. The purpose of this item is to conditionally approve the plat amendment to C1/C4 so that C1 and C4.3-4.5 may all be recorded as building lots. Parcels C4.1 and C4.2 will need to return as plat amendment/s at a later date, when they have site plans in review.

Motion:

Move that the Planning Commission approve the plat amendment to Stack Parcels C1 and C, subject to all applicable Farmington City development standards and ordinances, and the following conditions:

1. All remaining DRC comments are addressed for both the site plan and plat describing C1 and C4.
2. Trail easements for the Haight Creek Trail be added to Parcels C4.1 and C4.2, either on this plat, or a subsequent plat for C4.1 and 4.2

Findings:

1. The plat amendment is consistent with the Stack PMP/DA approved in 2024.

Supplemental Information:

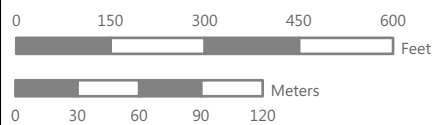
1. Vicinity Map
2. Stack Master Plat showing C1 and C4



VICINITY MAP

Stack C1/C4 Plat Amendment

Date: 10/20/23



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

Jun 26, 2026 - 12:52pm
File Path: C:\Shared drives\2023 Projects\23-355 Farmington North - Stack Development\11 Survey & ROW\1 C1 C4 Amendment\09 Data\C1 C4 Amendment.Final Plat 20260625.dwg

SUBDIVISION BOUNDARY DESCRIPTION

ALL OF PARCEL C1, C4, AND ARROWGATE DRIVE OF THE NORTH STATION MASTER PLAT, RECORDED AS ENTRY NUMBER 3646134 IN THE OFFICE OF THE DAVIS COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

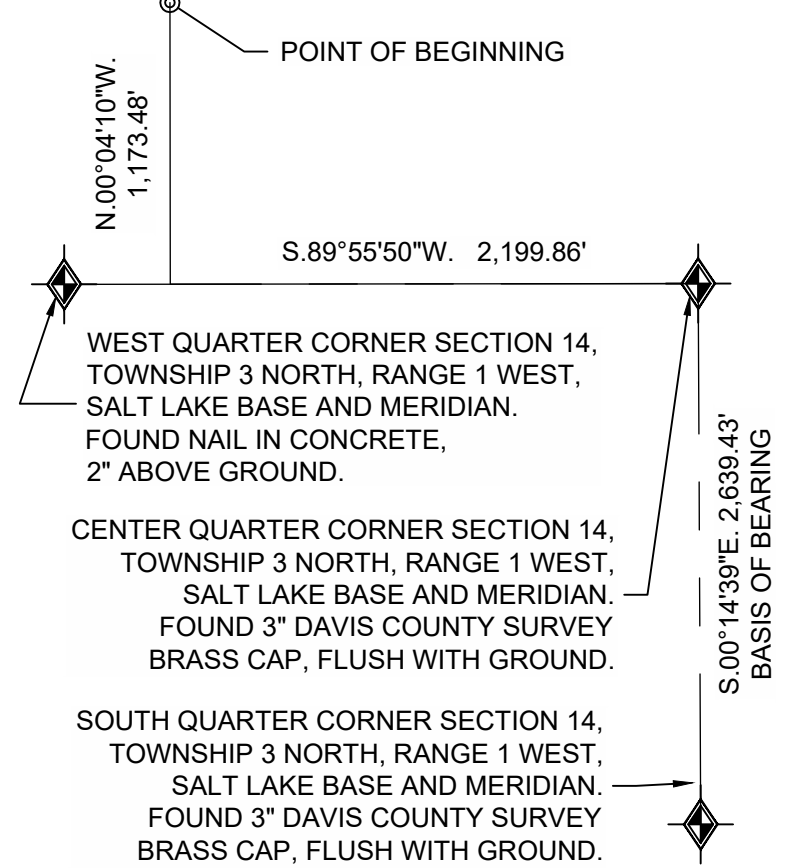
A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH:

BEGINNING AT THE WESTERLY CORNER OF PARCEL C4 OF NORTH STATION MASTER PLAT, RECORDED AS ENTRY NUMBER 3646134 IN THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID CORNER IS LOCATED ON THE SOUTHERLY LINE OF ARROWGATE PHASE 1 SUBDIVISION, RECORDED AS ENTRY NUMBER 3283392 IN THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID CORNER ALSO BEING 2,199.86 FEET S.89°55'50"W. ALONG THE QUARTER SECTION LINE AND 1,173.48 FEET N.00°04'10"W. FROM THE CENTER QUARTER CORNER OF SAID SECTION 14 (BASIS OF BEARING BEING S.00°14'39"E. 2,639.43 FEET FROM THE CENTER QUARTER CORNER TO THE SOUTH QUARTER CORNER OF SAID SECTION 14); RUNNING THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWENTY (20) COURSES: 1) N.74°31'07"E. 82.39 FEET, 2) THENCE N.48°19'35"E. 161.59 FEET, 3) THENCE N.00°25'01"E. 48.41 FEET, 4) THENCE N.48°29'20"E. 189.60 FEET, 5) THENCE N.07°31'00"E. 19.77 FEET, 6) THENCE N.35°53'27"W. 50.64 FEET, 7) THENCE N.62°53'39"W. 18.56 FEET, 8) THENCE N.06°32'54"W. 15.75 FEET, 9) THENCE N.45°30'22"W. 34.24 FEET, 10) THENCE N.14°58'37"E. 49.64 FEET, 11) THENCE N.52°53'15"E. 83.69 FEET, 12) THENCE N.10°18'38"E. 26.24 FEET, 13) THENCE N.72°37'41"E. 21.42 FEET, 14) THENCE N.14°18'07"E. 27.78 FEET, 15) THENCE N.04°58'30"W. 19.33 FEET, 16) THENCE N.48°28'14"E. 33.00 FEET, 17) THENCE S.69°06'19"E. 24.15 FEET, 18) THENCE N.66°30'00"E. 11.62 FEET, 19) THENCE S.86°20'51"E. 33.86 FEET, AND 20) THENCE N.67°35'14"E. 17.46 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SHEPARD LANE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: 1) S.47°08'07"E. 21.90 FEET, AND 2) THENCE S.71°24'02"E. 107.63 FEET TO THE POINT OF A 377.50 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT ON THE WESTERLY RIGHT OF WAY LINE OF INNOVATOR DRIVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING NINE (9) COURSES: 1) SOUTHEASTERLY 92.93 FEET ALONG SAID CURVE (NOTE: CHORD TO SAID CURVE BEARS S.26°52'57"E. 92.69 FEET) TO THE POINT OF A 371.81 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, 2) THENCE SOUTHERLY 133.58 FEET ALONG SAID CURVE (NOTE: CHORD TO SAID CURVE BEARS S.05°32'26"E. 132.87 FEET), 3) THENCE S.04°27'57"W. 97.22 FEET, 4) THENCE S.00°39'06"W. 232.00 FEET, 5) THENCE S.01°24'56"W. 13.72 FEET TO THE POINT OF A 389.56 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, 6) THENCE SOUTHERLY 151.71 FEET ALONG SAID CURVE (NOTE: CHORD TO SAID CURVE BEARS S.09°49'32"E. 150.75 FEET) TO THE POINT OF A 390.50 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, 7) THENCE SOUTHEASTERLY 193.64 FEET ALONG SAID CURVE (NOTE: CHORD TO SAID CURVE BEARS S.35°51'50"E. 191.67 FEET), 8) THENCE S.50°04'12"E. 17.66 FEET, AND 9) THENCE S.07°30'14"E. 63.51 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF NORTH STATION LANE; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: 1) THENCE S.39°55'48"W. 43.77 FEET TO THE POINT OF A 554.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, 2) THENCE SOUTHWESTERLY 145.39 FEET ALONG SAID CURVE (NOTE: CHORD TO SAID CURVE BEARS S.47°26'54"W. 144.97 FEET) TO THE POINT OF A 560.48 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, AND 3) THENCE SOUTHWESTERLY 277.08 FEET ALONG SAID CURVE (NOTE: CHORD TO SAID CURVE BEARS S.66°54'31"W. 274.27 FEET); THENCE N.34°36'25"W. 39.64 FEET; THENCE N.10°45'26"E. 25.51 FEET; THENCE N.34°36'25"W. 68.53 FEET; THENCE N.58°57'03"W. 44.04 FEET; THENCE N.34°36'25"W. 574.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 525,988 SQUARE FEET OR 12.075 ACRES. FOUR LOTS, TWO PARCELS, AND A STREET.

NOTE: ROTATE THE ABOVE BEARINGS CLOCKWISE 0°14'50" TO MATCH STATE PLANE COORDINATE SYSTEM BEARINGS.

BOUNDARY TIE



NOTES

- (ELECTRICAL GEAR MARKER): ELECTRICAL VAULT FOOTPRINTS UP TO 8'X13' AND ASSOCIATED ELECTRICAL GEAR SHALL EXTEND BEYOND THE TYPICAL 16' PUE.
- BENCHLAND WATER DISTRICT SECONDARY WATER LINES WILL NEED TO BE INSTALLED TO BENCHLAND WATER DISTRICT STANDARDS AND SPECIFICATIONS. BENCHLAND WATER DISTRICT SECONDARY LATERALS NEED TO BE INSTALLED TO MAIN LINE TO RECEIVE SERVICE.
- ANY WORK BEING DONE WITHIN 50' OF A CREEK WILL NEED TO HAVE A DAVIS COUNTY FLOOD CONTROL PERMIT.

BENCHLAND WATER DISTRICT

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

BY: _____
BENCHLAND WATER DISTRICT MANAGER

CENTRAL DAVIS SEWER DISTRICT

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

BY: _____
CENTRAL DAVIS SEWER DISTRICT MANAGER

FARMINGTON CITY ENGINEER

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

DATE BY: _____
FARMINGTON CITY ENGINEER

CITY ATTORNEY'S APPROVAL

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

BY: _____
FARMINGTON CITY ATTORNEY

CITY COUNCIL APPROVAL

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

BY: _____
FARMINGTON CITY MAYOR

ATTEST: _____
FARMINGTON CITY RECORDER

PLANNING COMMISSION APPROVAL

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

BY: _____
FARMINGTON CITY PLANNING COMMISSION CHAIRMAN

NORTH STATION PARCEL C1 & C4 FIRST AMENDMENT
AMENDING PARCEL C1, C4, AND ARROWGATE DRIVE
OF THE NORTH STATION MASTER PLAT
LOCATED IN THE NORTHWEST QUARTER, OF SECTION 14,
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH
JUNE 2026



VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, DEVRON J. ANDERSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH, HOLDING LICENSE NUMBER 7897281 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE REFERENCED THE ORIGINAL PLAT THAT CREATED THE LOT BOUNDARIES BEING AMENDED ON THIS PLAT, HAVE VERIFIED ALL MEASUREMENTS, PLACED MONUMENTS AS REPRESENTED ON THE PLAT, AND HAVE HEREBY SUBDIVIDED SAID PROPERTY INTO LOTS, PARCELS, AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS

NORTH STATION PARCEL C1 & C4
FIRST AMENDMENT



OWNER'S DEDICATION

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

NORTH STATION PARCEL C1 & C4
FIRST AMENDMENT

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

DATED THIS ____ DAY OF _____, 20____.

STACK FARMINGTON LAND, LLC
A UTAH LIMITED LIABILITY COMPANY

BY: _____

PRINT NAME: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)
:SS.

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

A NOTARY PUBLIC COMMISSIONED IN UTAH

PRINT NAME:
COMMISSION NUMBER:
MY COMMISSION EXPIRES:

SURVEY REFERENCE

PLEASE REFERENCE THE FOLLOWING DOCUMENTS FOR BOUNDARY SURVEY INFORMATION:
A SURVEY THAT INCLUDES A PORTION OF THE EXTERIOR BOUNDARIES OF THIS SUBDIVISION AMENDMENT HAS BEEN FILED IN THE OFFICE OF THE DAVIS COUNTY SURVEYOR AND ASSIGNED FILE NUMBER 8627.
THE SUBDIVISION PLAT THAT CREATED THE LOT BOUNDARIES BEING AMENDED ON THIS PLAT HAS BEEN RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER AND ASSIGNED THE ENTRY NUMBER 3646134, BOOK 8891, PAGE 198.



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

PARCEL OWNER:

STACK FARMINGTON LAND LLC,
4101 NORTH THANKSGIVING WAY
SUITE 300
LEHI, UTAH 84048-4648

PROJECT NO: 23-355
DESIGNED BY: DJA
DRAWN BY: DJA
CHECKED BY: KWT
DATE: 06/25/2026

SHEET
1 OF 5

DAVIS COUNTY RECORDER

FILED FOR RECORD AND RECORDED
AS ENTRY NUMBER: _____
AT THE REQUEST OF:

THIS ____ DAY OF _____, AT _____
IN BOOK _____ OF PLATS,
PAGE _____, FEE _____

DAVIS COUNTY RECORDER



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

SHEET
2
OF
5

NORTH STATION PARCEL C1 & C4 FIRST AMENDMENT
AMENDING PARCEL C1, C4, AND ARROWGATE DRIVE
OF THE NORTH STATION MASTER PLAT
LOCATED IN THE NORTHWEST QUARTER, OF SECTION 14,
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH
JUNE 2026

LEGEND

- SECTION CORNER
- SET REBAR & CAP
STAMPED "WCG"
- SET CURB NAIL AT THE
EXTENSION OF LOT LINE
- SUBDIVISION BOUNDARY LINE
- SECTION LINE
- PARCEL LINE
- RIGHT OF WAY LINE
- CENTER LINE
- EASEMENT LINE
- ADJOINER PARCEL LINE
- VACATED EASEMENT HATCH

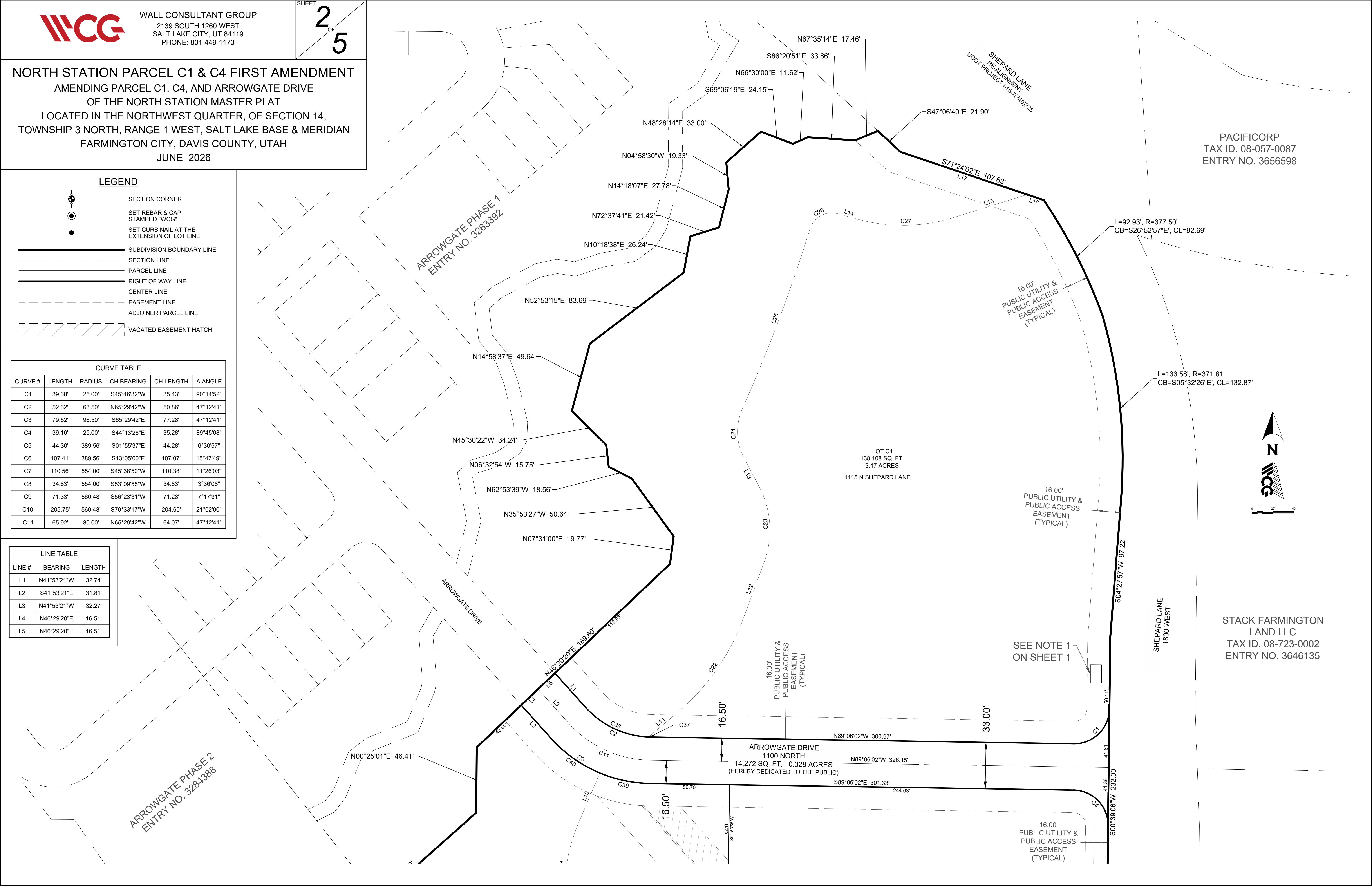
CURVE TABLE

CURVE #	LENGTH	RADIUS	CH BEARING	CH LENGTH	Δ ANGLE
C1	39.38'	25.00'	S45°46'32"W	35.43'	90°14'52"
C2	52.32'	63.50'	N65°29'42"W	50.86'	47°12'41"
C3	79.52'	96.50'	S65°29'42"E	77.28'	47°12'41"
C4	39.16'	25.00'	S44°13'28"E	35.28'	89°45'08"
C5	44.30'	389.56'	S01°55'37"E	44.28'	6°30'57"
C6	107.41'	389.56'	S13°05'00"E	107.07'	15°47'49"
C7	110.56'	554.00'	S45°38'50"W	110.38'	11°26'03"
C8	34.83'	554.00'	S53°09'55"W	34.83'	3°36'08"
C9	71.33'	560.48'	S56°23'31"W	71.28'	7°17'31"
C10	205.75'	560.48'	S70°33'17"W	204.60'	21°02'00"
C11	65.92'	80.00'	N65°29'42"W	64.07'	47°12'41"

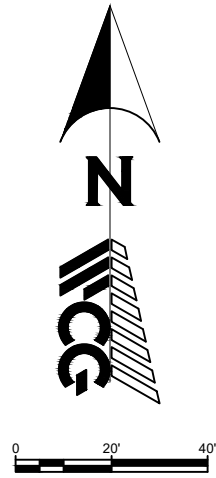
LINE TABLE

LINE #	BEARING	LENGTH
L1	N41°53'21"W	32.74'
L2	S41°53'21"E	31.81'
L3	N41°53'21"W	32.27'
L4	N46°29'20"E	16.51'
L5	N46°29'20"E	16.51'

File Path G:\Shared drives\2023 Projects\23-355 Farmington North - Stack Development\11 Survey & ROW\11 C1 C4 Amendment\09 Data\C1 C4 Amendment_Final Plat_20260625.dwg Jun 26, 2026 - 12:52pm



PACIFICORP
TAX ID. 08-057-0087
ENTRY NO. 3656598



STACK FARMINGTON
LAND LLC
TAX ID. 08-723-0002
ENTRY NO. 3646135



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

SHEET
3
OF
5

NORTH STATION PARCEL C1 & C4 FIRST AMENDMENT
AMENDING PARCEL C1, C4, AND ARROWGATE DRIVE
OF THE NORTH STATION MASTER PLAT
LOCATED IN THE NORTHWEST QUARTER, OF SECTION 14,
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH
JUNE 2026

CURVE TABLE					
CURVE #	LENGTH	RADIUS	CH BEARING	CH LENGTH	Δ ANGLE
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C9	71.33'	560.48'	S56°23'31"W	71.28'	7°17'31"
C10	205.75'	560.48'	S70°33'17"W	204.60'	21°02'00"
C11	65.92'	80.00'	N65°29'42"W	64.07'	47°12'41"

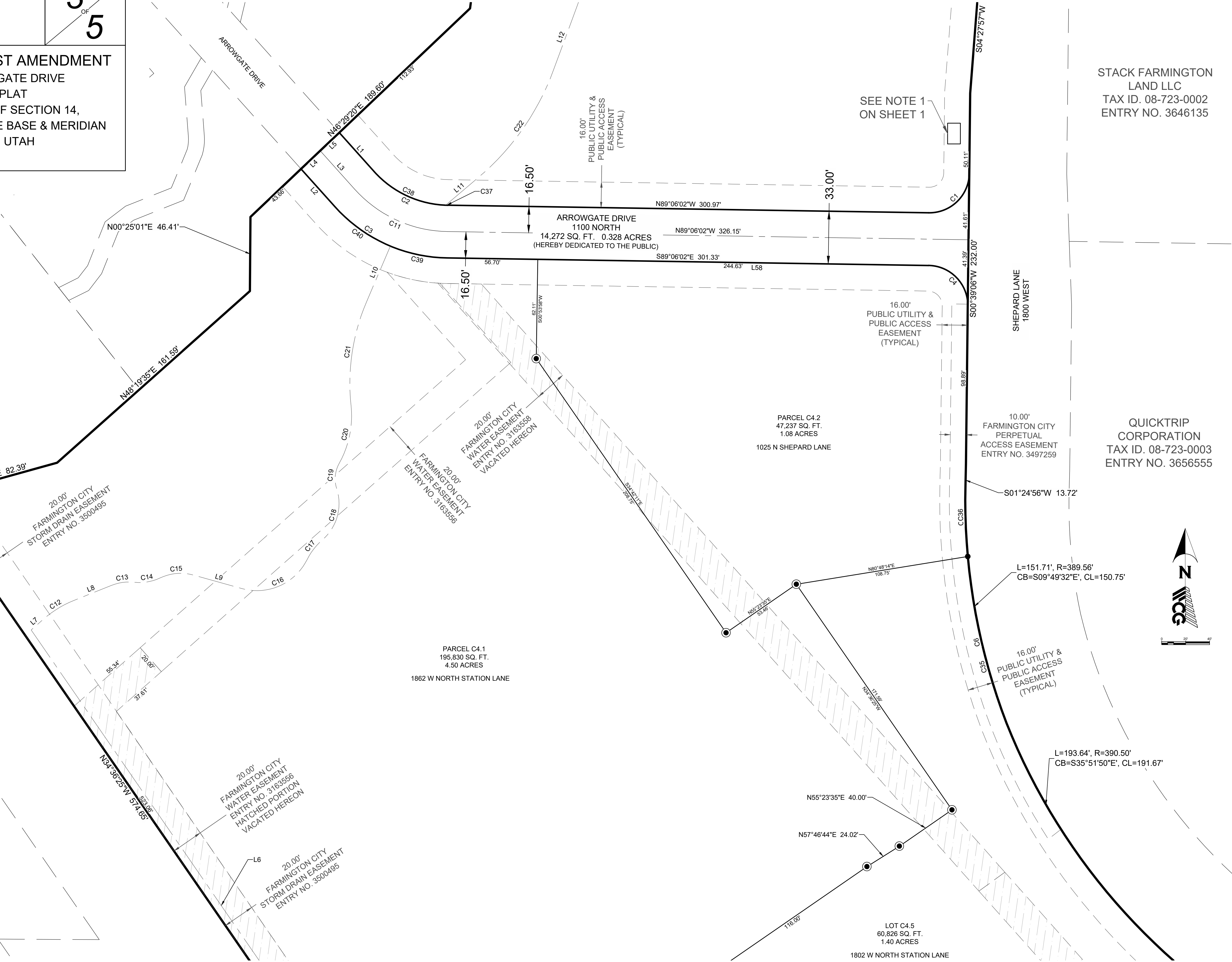
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N41°53'21"W	32.74'
L2	S41°53'21"E	31.81'
L3	N41°53'21"W	32.27'
L4	N46°29'20"E	16.51'
L5	N46°29'20"E	16.51'

POINT OF BEGINNING

WEBER BASIN WATER
CONSERVANCY DISTRICT
TAX ID. 08-057-0059
ENTRY NO. 3097835

LEGEND

- SECTION CORNER
- SET REBAR & CAP
STAMPED "WCG"
- SET CURB NAIL AT THE
EXTENSION OF LOT LINE
- SUBDIVISION BOUNDARY LINE
- SECTION LINE
- PARCEL LINE
- RIGHT OF WAY LINE
- CENTER LINE
- EASEMENT LINE
- ADJOINER PARCEL LINE
- VACATED EASEMENT HATCH



STACK FARMINGTON
LAND LLC
TAX ID. 08-723-0002
ENTRY NO. 3646135

QUICKTRIP
CORPORATION
TAX ID. 08-723-0003
ENTRY NO. 3656555



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

SHEET
4
OF
5

NORTH STATION PARCEL C1 & C4 FIRST AMENDMENT
AMENDING PARCEL C1, C4, AND ARROWGATE DRIVE
OF THE NORTH STATION MASTER PLAT
LOCATED IN THE NORTHWEST QUARTER, OF SECTION 14,
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH
JUNE 2026

LEGEND

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- ADJOINER PARCEL LINE
- VACATED EASEMENT HATCH

PARCEL C4.1
195,830 SQ. FT.
4.50 ACRES
1862 W NORTH STATION LANE

QUICKTRIP
CORPORATION
TAX ID. 08-723-0003
ENTRY NO. 3656555

20.00'
FARMINGTON CITY
WATER EASEMENT
ENTRY NO. 3163556
HATCHED PORTION
VACATED HEREON

20.00'
FARMINGTON CITY
STORM DRAIN EASEMENT
ENTRY NO. 3500485

WEBER BASIN WATER
CONSERVANCY DISTRICT
TAX ID. 08-057-0059
ENTRY NO. 3097835

20.00'
FARMINGTON CITY
WATER EASEMENT
ENTRY NO. 3646134
HATCHED PORTION
VACATED HEREON

FARMINGTON CITY
TAX ID. 08-723-0025
ENTRY NO. 2278980

20.00'
FARMINGTON CITY
WATER EASEMENT
ENTRY NO. 3646134

LOT C4.3
41,848 SQ. FT.
0.96 ACRES
1844 W NORTH STATION LANE

LOT C4.5
60,826 SQ. FT.
1.40 ACRES
1802 W NORTH STATION LANE

LOT C4.4
27,867 SQ. FT.
0.64 ACRES
1828 W NORTH STATION LANE

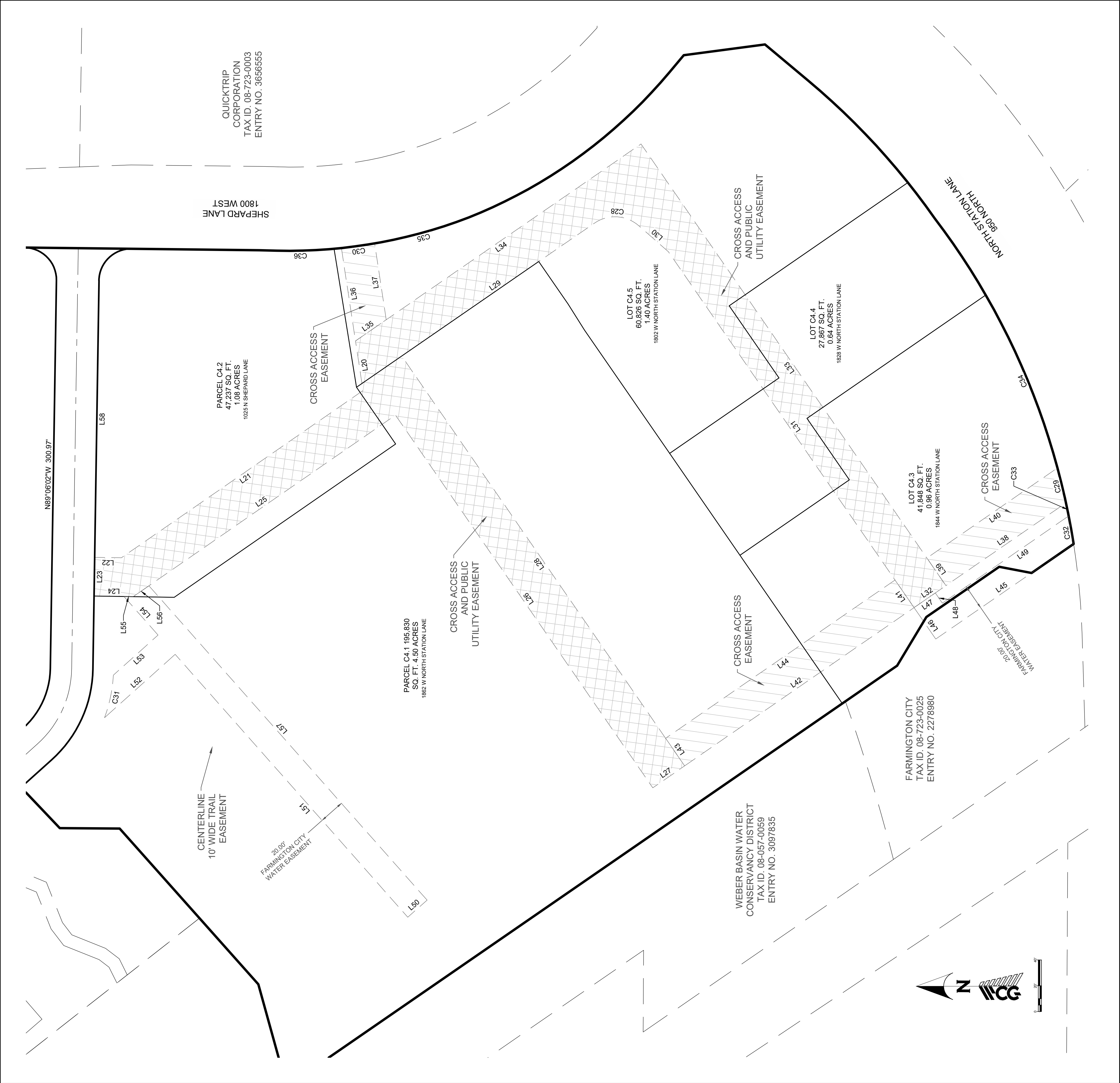
20.00'
FARMINGTON CITY
WATER EASEMENT
ENTRY NO. 3646134
VACATED HEREON

SEE NOTE 1
ON SHEET 1

STACK FARMINGTON
LAND LLC
TAX ID. 08-723-0005
ENTRY NO. 3324110

CURVE TABLE					
CURVE #	LENGTH	RADIUS	CH BEARING	CH LENGTH	Δ ANGLE
C1	39.38'	25.00'	S45°46'32"W	35.43'	90°14'52"
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C11	65.92'	80.00'	N65°29'42"W	64.07'	47°12'41"

File Path: G:\Shared drives\2023 Projects\23-355 Farmington North - Stack Development\11 Survey & ROW\1 C1 C4 Amendment\09 Data\1 C1 C4 Amendment Final Plat 20260625.dwg Jun 26, 2026 - 12:50pm



CURVE TABLE				
CURVE #	LENGTH	RADIUS	CH BEARING	CH LENGTH
C12	22.49'	66.00'	N58°26'21"E	22.38'
C13	14.68'	30.00'	N82°13'10"E	14.53'
C14	16.53'	30.00'	N80°26'58"E	16.33'
C15	21.44'	30.00'	N85°07'49"E	20.98'
C16	48.34'	35.00'	N66°01'46"E	44.59'
C17	15.85'	40.00'	N37°48'51"E	15.75'
C18	35.16'	30.00'	N15°35'23"E	33.19'
C19	16.54'	20.00'	N05°42'16"E	16.07'
C20	37.26'	60.00'	N11°36'34"E	36.66'
C21	66.50'	130.00'	N08°28'29"E	65.78'
C22	82.52'	160.00'	N35°03'46"E	81.61'
C23	55.58'	66.00'	N03°50'15"W	53.95'
C24	36.27'	40.00'	N01°59'00"W	35.04'
C25	136.99'	1155.00'	N20°35'55"E	136.91'
C26	24.57'	16.00'	N61°11'49"E	22.23'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CH BEARING	CH LENGTH
C27	68.10'	120.00'	N88°56'07"E	67.19'
C28	37.11'	28.00'	S03°21'30"W	34.45'
C29	27.84'	560.48'	N76°20'11"E	27.84'
C30	26.01'	389.56'	N07°56'06"W	26.00'
C31	33.86'	112.50'	N78°15'49"W	33.73'
C32	21.99'	560.48'	S79°56'50"W	21.99'
C33	10.41'	560.48'	N78°17'29"E	10.41'
C34	145.51'	560.48'	N67°28'33"E	145.10'
C35	75.70'	389.56'	S15°24'53"E	75.58'
C36	63.72'	421.37'	S01°32'08"E	63.66'
C37	1.56'	63.50'	N88°23'42"W	1.56'
C38	50.76'	63.50'	N64°47'21"W	49.42'
C39	36.62'	96.50'	S78°13'45"E	36.40'
C40	42.90'	96.50'	S54°37'25"E	42.54'

LINE TABLE		
LINE #	BEARING	LENGTH
L33	N55°23'33"E	416.00'
L34	N34°36'25"W	268.84'
L35	S34°36'25"E	28.92'
L36	S81°22'27"W	72.83'
L37	N81°22'27"E	59.85'
L38	S34°36'28"E	113.00'
L39	S55°23'33"W	26.00'
L40	N34°36'28"W	122.95'
L41	N55°23'33"E	26.00'
L42	S34°36'28"E	216.00'
L43	S55°23'32"W	26.00'
L44	N34°36'28"W	216.00'
L45	N34°36'25"W	129.81'
L46	N55°23'33"E	29.58'
L47	S34°36'27"E	20.00'
L48	S55°23'33"W	9.58'
L49	S34°36'25"E	118.95'
L50	S41°29'43"E	20.00'
L51	S48°30'17"W	272.03'
L52	S41°53'28"E	73.54'
L53	N41°53'28"W	46.52'
L54	S48°30'17"W	39.88'
L55	N00°53'58"E	7.17'
L56	N34°42'11"W	14.81'
L57	N48°30'17"E	325.33'
L58	S89°06'02"E	214.63'

LINE TABLE		
LINE #	BEARING	LENGTH
L6	N34°36'25"W	419.14'
L7	N48°40'39"E	10.29'
L8	N68°12'03"E	25.28'
L9	S74°24'01"E	31.48'
L10	N23°07'46"E	37.95'
L11	N49°50'16"E	26.84'
L12	N20°17'15"E	42.96'
L13	N27°57'46"W	22.82'
L14	S74°48'25"E	15.68'
L15	N72°40'39"E	55.28'
L16	N71°24'02"W	12.45'
L17	N71°24'02"W	95.19'
L18	N55°23'35"E	5.00'
L19	N55°23'35"E	134.58'
L20	S81°22'27"W	38.89'
L21	N34°42'11"W	227.74'
L22	N00°53'58"E	20.70'
L23	N89°06'02"W	30.00'
L24	S00°53'58"W	30.33'
L25	S34°42'11"E	247.20'
L26	S55°23'32"W	351.06'
L27	S34°36'28"E	30.00'
L28	N55°23'32"E	386.00'
L29	S34°36'25"E	181.41'
L30	S41°19'24"W	30.57'
L31	S55°23'33"W	335.15'
L32	S34°36'28"E	30.00'



SECTION CORNER
SET REBAR & CAP
STAMPED "WCG"
SET CURB NAIL AT THE
EXTENSION OF LOT LINE



SUBDIVISION BOUNDARY LINE
SECTION LINE
PARCEL LINE
RIGHT OF WAY LINE
CENTER LINE
EASEMENT LINE
ADJOINER PARCEL LINE
CROSS ACCESS AND PUBLIC
UTILITY EASEMENT HATCH
CROSS ACCESS
EASEMENT HATCH



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

SHEET 5 OF 5

NORTH STATION PARCEL C1 & C4 FIRST AMENDMENT
AMENDING PARCEL C1, C4, AND ARROWGATE DRIVE
OF THE NORTH STATION MASTER PLAT
LOCATED IN THE NORTHWEST QUARTER, OF SECTION 14,
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH
JUNE 2026



Farmington City Planning Commission Staff Report July 16, 2026

Item 6c: Consideration of a preliminary plat for Miller Hollow Subdivision

Public Hearing: No
Application No.: 26-01
Property Address: 350 South 450 West
General Plan Designation: NR (Neighborhood Residential)
[Current Zone:](#) AE (Agricultural Estates)
Area: Approx. 8 Acres
Number of Lots: 9 Lots + SSF
Property Owner/Applicant: RRR Ranch LLC / Brock Johnston

Request: *The applicant is requesting preliminary plat approval for the Miller Hollow Subdivision.*

Background Information

The subject property is zoned the same as the surrounding neighborhoods and the applicant is seeking approval to develop the 8-acre site in a similar manner to homes in the area. In fact, the applicant is the developer of the Miller Hollows project to the south.

The AE zone has a conventional lot size of 1 acre or larger; however, generally development takes advantage of an alternate lot size option as provided in the ordinance by providing open space, moderate income housing, or some other public benefit. In order to qualify for the number of lots being proposed the applicant is proposing the inclusion of an SSF lot which requires a deed restriction wherein the home built on the SSF lot must be owner occupied for a time.

The project is 9 lots + an SSF lot with a large lot anticipated for a future church building.

The schematic subdivision plan was approved by the City Council on February 17, 2026.

Since the approval of the schematic plan, the city has reviewed more detailed construction drawings and engineering and the DRC is in support of Preliminary Plat approval.

Suggested Motion

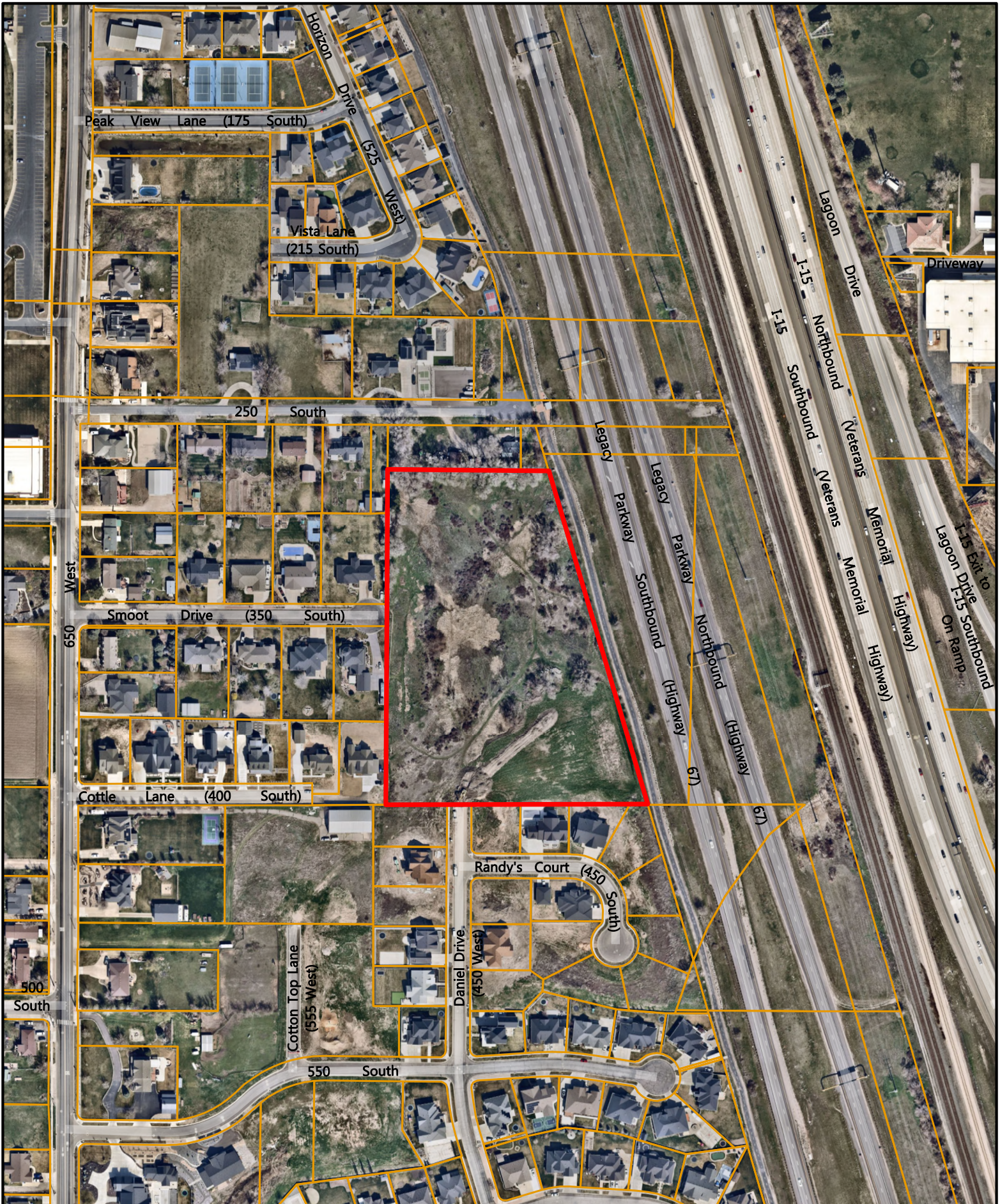
Move that the Planning Commission approve preliminary plat for Miller Hollow Subdivision, subject to all applicable Farmington City development standards and ordinances and subject to complying with any remaining comments from the Development Review Committee.

Finding:

1. The preliminary plat is consistent with the approved schematic plan.

Supplemental Information

1. Vicinity Map
2. Preliminary plat



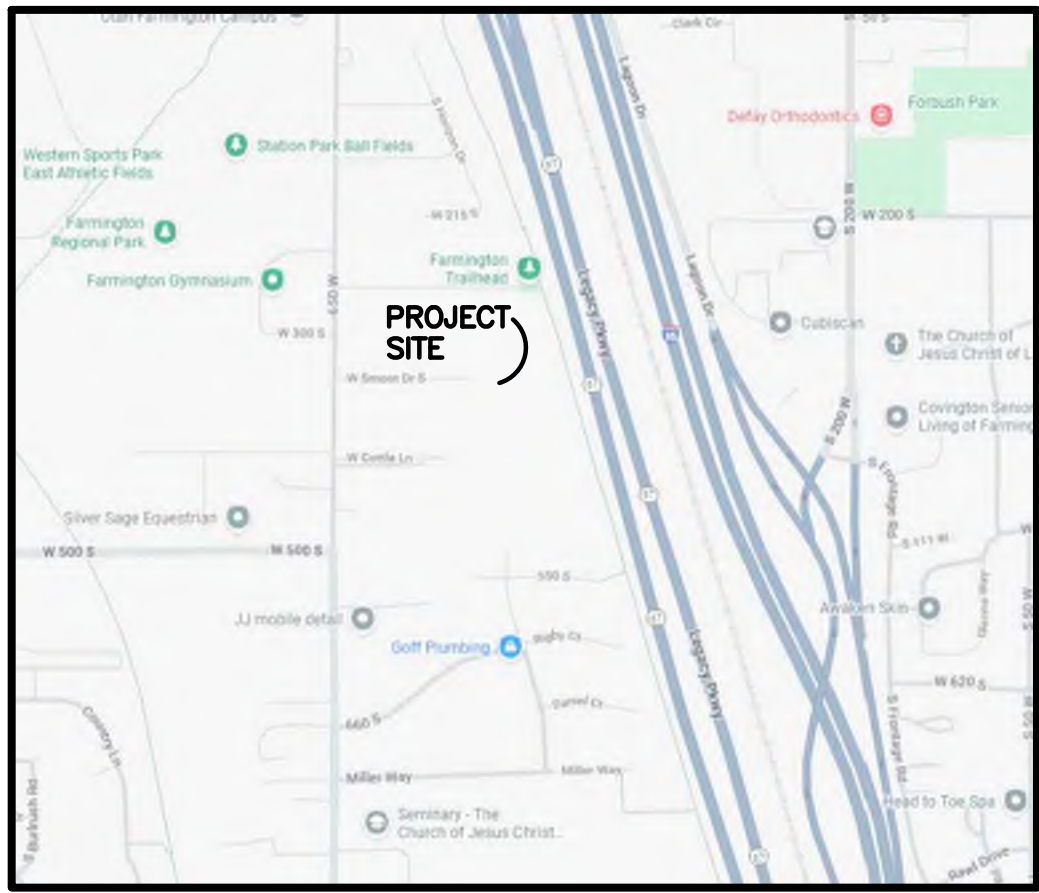
 FARMINGTON MORE TIME FOR LIVING	VICINITY MAP Miller Hollow Date: 10/20/22	0 90 180 270 360 Feet 0 30 60 90 120 Meters	N W FC E S Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.
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Project Narrative/Notes/Revisions

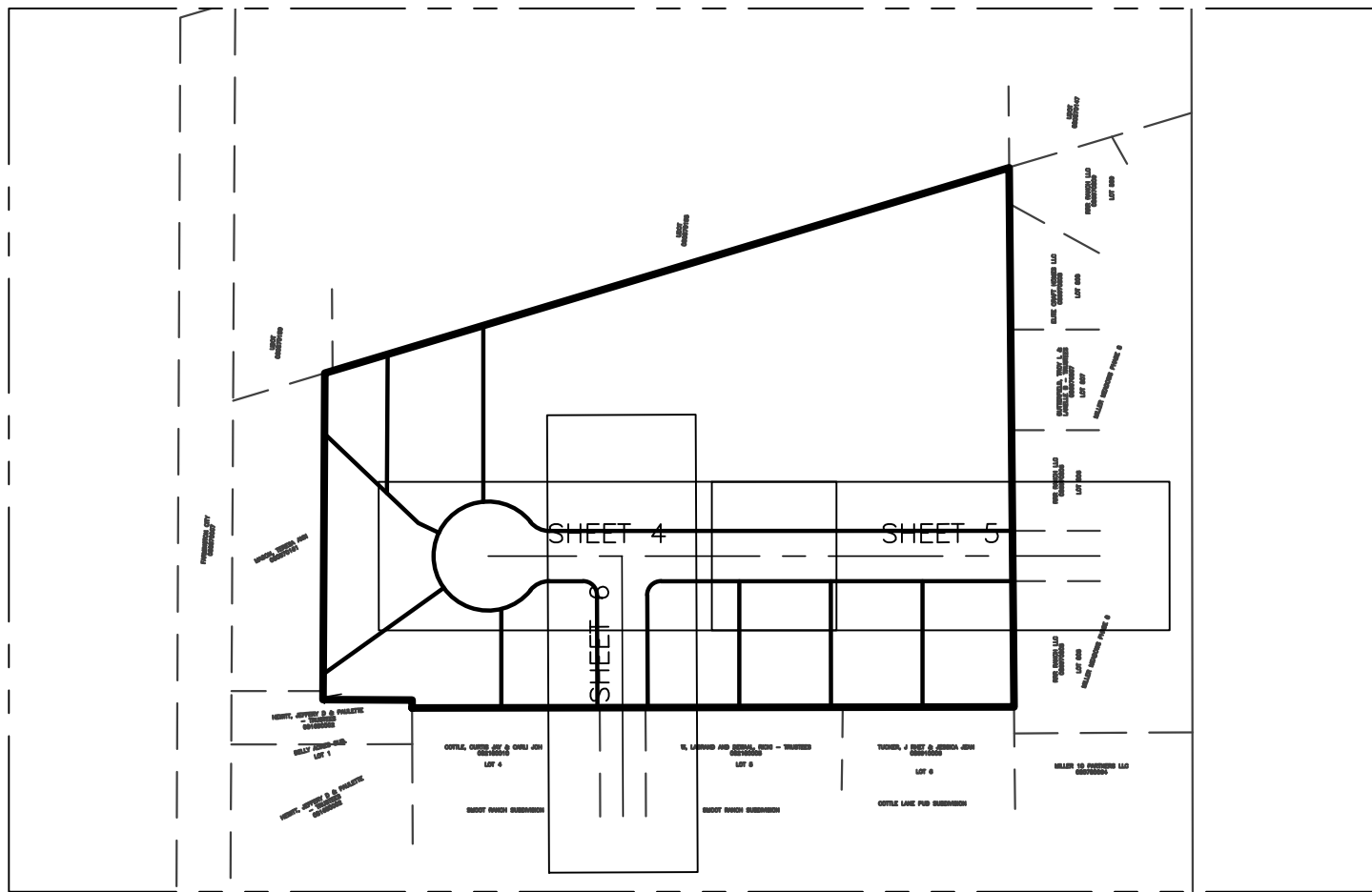
- 03/19/2026 CK – COMPLETED DESIGN FOR CLIENT & CITY REVIEW.
- 06/12/2026 CK – UPDATED PER CITY REVIEW COMMENTS.

Miller Hollow Subdivision Improvement Plans

FARMINGTON CITY, DAVIS COUNTY, UTAH
MARCH 2026



Vicinity Map
NOT TO SCALE



Sheet Index Key Map
NOT TO SCALE

Sheet Index

Sheet 1 - Cover/Index Sheet

Sheet 2 - Notes/Legend/Street Cross-Section

Sheet 3 - Existing Site & Demolition Plan

Sheet 4 - Daniel Drive - 0+00.00 - 3+80.00

Sheet 5 - Daniel Drive - 3+80.00 - 7+30.00

Sheet 6 - Smoot Drive - 0+00.00 - 2+80.00

Sheet 7 - Grading & Drainage Plan

Sheet 8 - Utility Plan

Sheet 9 - Fire Plan

Sheet 10 - Civil Details

Sheet 11 - Civil Details

Sheet 12 - Storm Water Pollution Prevention Plan Exhibit

Sheet 13 - Storm Water Pollution Prevention Plan Details

Elevation Datum:

TOP OF BRASS CAP FOR THE SOUTH QUARTER CORNER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
VERTICAL DATUM 4238.41' (NAVD88 PER D.C.S.)

APPROVED FOR CONSTRUCTION

BY: FARMINGTON CITY ENGINEER DATE:

Surveyor:

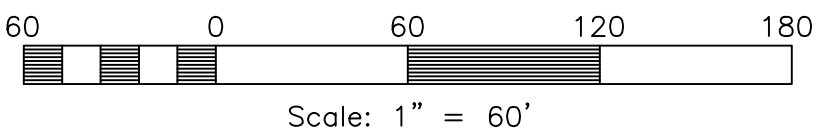
Jason Felt
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH:(801) 621-3100

Project Contact:

Jeremy Draper
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH:(801) 621-3100

Engineer's Notice To Contractors:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY OTHERS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN, AND ANY OTHER LINES OBTAINED BY THE CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.



REVISIONS	DATE	DESCRIPTION
06-12-26	CK	City Comments

Miller Hollow Subdivision

FARMINGTON CITY, DAVIS COUNTY, UTAH

Cover/Index Sheet



Project Info.

Designer: KENNETH H. HUNTER, P.E.
Drafter: C. KINGSLEY
Begin Date: MARCH 2026
Name: MILLER HOLLOW SUBDIVISION
Number: 8632-01

General Notes:

- ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: GOVERNING UTILITY MUNICIPALITY, GOVERNING CITY OR COUNTY (IF UN-INCORPORATED), INDIVIDUAL PRODUCT MANUFACTURERS, AMERICAN PUBLIC WORKS ASSOCIATION (APWA), AND THE DESIGN ENGINEER. THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
- CONTRACTOR TO STRICTLY FOLLOW GEOTECHNICAL RECOMMENDATIONS FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION/BACKFILL, SITE GRUBBING, RETAINING WALLS AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH THE PROJECT GEOTECHNICAL ENGINEER.
- TRAFFIC CONTROL, STRIPING & SIGNAGE TO CONFORM TO CURRENT GOVERNING AGENCIES TRANSPORTATION ENGINEER'S MANUAL AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
- CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
- AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- CONTRACTOR IS RESPONSIBLE FOR NOTIFYING ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
- ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD, INCLUDING OBTAINING REQUIRED INSPECTIONS.
- ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES.
- CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND.
- SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH BY THE GEOTECHNICAL ENGINEER.
- CATCH SLOPES SHALL BE GRADED AS SPECIFIED ON GRADING PLANS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FLAGGING, CAUTION SIGNS, LIGHTS, BARRICADES, FLAGMEN, AND ALL OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
- CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED AND SHALL BE BONDBLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PLANS AND SPECIFICATIONS.
- CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY HIMSELF BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS HE MAY PREFER OF THE LOCATIONS, OF THE PROPOSED WORK AND OF THE ACTUAL CONDITIONS OF AND AT THE SITE OF WORK. IF, DURING THE COURSE OF HIS EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO HIM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, HE SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING HIS BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, HE HAS RELIED AND IS RELYING ON HIS OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON HIS OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO, THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT OF SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT HE HAS NOT RELIED SOLELY UPON OWNER- OR ENGINEER-FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING HIS BID.
- CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
- CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER, ENGINEER, AND/OR GOVERNING AGENCIES.
- CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE.
- CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
- IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE COST THEREOF SHALL BE HELD BY THE CONTRACTOR. EXISTING IMPROVEMENTS FROM DAMAGE, COST OF REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
- WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
- CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED, WHERE NECESSARY. SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR WITHIN THE ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
- WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE HIGHEST QUALITY ARE TO BE USED.
- CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR. PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THE TRUE INTENT AND PURPOSE OF THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS IN THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN REGULAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPING AND/OR PAVEMENT MARKINGS NECESSARY TO THE EXISTING STRIPING INTO FUTURE STRIPING. METHOD OF REMOVAL SHALL BE BY GRINDING OR SANDBLASTING.
- CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 4 FEET OR MORE. FOR EXCAVATIONS 4 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH LOCAL, STATE AND NATIONAL SAFETY CODES, ORDINANCES, OR REQUIREMENTS FOR EXCAVATION AND TRENCHES.
- ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE.

Utility Notes:

- CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE SERVICE, GAS SERVICE, CABLE, POWER, INTERNET.
- EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS USING A COMBINATION OF ON-SITE SURVEYS (BY OTHERS), PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE IN THE FIELD, THEIR MAIN AND SERVICE LINES 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.
- CONTRACTOR SHALL POT HOLE ALL UTILITIES TO DETERMINE IF CONFLICTS EXIST PRIOR TO BEGINNING ANY EXCAVATION. NOTIFY ENGINEER OF ANY CONFLICTS. CONTRACTOR SHALL VERIFY LOCATION AND INVERTS OF EXISTING UTILITIES TO WHICH NEW UTILITIES WILL BE CONNECTED. PRIOR TO COMMENCING ANY EXCAVATION WORK THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN ACCORDANCE WITH THE REQUIRED PROCEDURES.
- CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT HIS EXPENSE.
- ALL VALVES AND MANHOLE COVERS SHALL BE RAISED OR LOWERED TO MEET FINISHED GRADE.
- CONTRACTOR SHALL CUT PIPES OFF FLUSH WITH THE INSIDE WALL OF THE BOX OR MANHOLE.
- CONTRACTOR SHALL GROUT AT CONNECTION OF PIPE TO BOX WITH NON-SHRINKING GROUT, INCLUDING PIPE VOIDS LEFT BY CUTTING PROCESS, TO A SMOOTH FINISH.
- CONTRACTOR SHALL GROUT WITH NON-SHRINK GROUT BETWEEN GRADE RINGS AND BETWEEN BOTTOM OF INLET LID FRAME AND TOP OF CONCRETE BOX.
- SILT AND DEBRIS IS TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
- CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
- EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DE-WATERED CONDITIONS.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
- MAINTAIN A MINIMUM 18" VERTICAL SEPARATION DISTANCE BETWEEN ALL UTILITY CROSSINGS.
- CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
- ALL BOLTED FITTINGS MUST BE GREASED AND WRAPPED.
- UNLESS SPECIFICALLY NOTED OTHERWISE, MAINTAIN AT LEAST 2 FEET OF COVER OVER ALL STORM DRAIN LINES AT ALL TIMES (INCLUDING DURING CONSTRUCTION).
- ALL WATER LINES SHALL BE INSTALLED A MINIMUM OF 48" BELOW FINISHED GRADE.
- ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, PIPE EDGE TO PIPE EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, THE SEWER LINE AND WATER LINE SHALL BE LAID IN SEPARATE TRENCHES AND THE BOTTOM OF THE WATER LINE SHALL BE AT LEAST 18" ABOVE THE TOP OF THE SEWER LINE.
- CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
- ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.
- CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.
- THRUST BLOCKS & RESTRAINED JOINTS WITH MEGA-LUG (OR APPROVED EQUIVALENT) ADAPTERS REQUIRED ON ALL BENDS AND FITTINGS USING BLUE BOLTS. PROTECT ALL BOLTS FROM BEING ENCASED IN CONCRETE. INSTALL PER MANUFACTURER RECOMMENDATIONS.
- ANY SEWER THAT CANNOT BE INSTALLED WITH THE APPROPRIATE SEPARATION REQUIREMENTS IN ACCORDANCE WITH STATE DEQ PARAMETERS WILL REQUIRE STATE DEQ APPROVAL.

Notice to Contractor:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS ARE BASED UPON RECORDS OF THE VARIOUS UTILITY COMPANIES AND/OR MUNICIPALITIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

THE CONTRACTOR AGREES THAT THEY SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE ENGINEERS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

- NOTE:
- W/CUT EXISTING ASPHALT INSIDE FROM OUTER EDGE FOR TACK SEAL OF NEW ASPHALT
 - CONTRACTOR TO VERIFY 2% MIN. AND 5% MAX SLOPE FROM EDGE OF ASPHALT TO LIP OF GUTTER

Survey Control Note:

THE CONTRACTOR OR SURVEYOR SHALL BE RESPONSIBLE FOR FOLLOWING THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS) MODEL STANDARDS FOR ANY SURVEYING OR CONSTRUCTION LAYOUT TO BE COMPLETED USING REEVE & ASSOCIATES, INC. SURVEY DATA OR CONSTRUCTION IMPROVEMENT PLANS. PRIOR TO PROCEEDING WITH CONSTRUCTION STAKING, THE SURVEYOR SHALL BE RESPONSIBLE FOR VERIFYING HORIZONTAL CONTROL FROM THE SURVEY MONUMENTS AND FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON AN ALTA SURVEY, IMPROVEMENT PLAN, OR ANY ELECTRONIC DATA PROVIDED. THE SURVEYOR SHALL ALSO USE THE BENCHMARKS AS SHOWN ON THE PLAN, AND VERIFY THEM AGAINST NO LESS THAN FIVE (5) EXISTING HARD IMPROVEMENT ELEVATIONS INCLUDED ON THESE PLANS OR ON ELECTRONIC DATA PROVIDED. IF ANY DISCREPANCIES ARE ENCOUNTERED, THE SURVEYOR SHALL IMMEDIATELY NOTIFY REEVE & ASSOCIATES, INC. AND RESOLVE THE DISCREPANCIES BEFORE PROCEEDING WITH ANY CONSTRUCTION STAKING.

Erosion Control General Notes:

THE CONTRACTOR TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO GOVERNING AGENCIES ORDINANCES AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE COUNTIES. ALSO, INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.

CONTRACTOR SHALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY HYDRANT FOR USE AND TO INSTALL TEMPORARY METER. CONSTRUCTION WATER COST TO BE INCLUDED IN BID.

WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT OPEN FOR 14 DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS.

THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.

ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION PLAN AND FILE A "NOTICE OF INTENT" WITH THE GOVERNING AGENCIES.

Maintenance:

ALL BEST MANAGEMENT PRACTICES (BMP'S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE-OUT.

THE CONTRACTOR'S RESPONSIBILITY SHALL INCLUDE MAKING BI-WEEKLY CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIR OR SEDIMENT REMOVAL IS NECESSARY. CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF BARRIER.

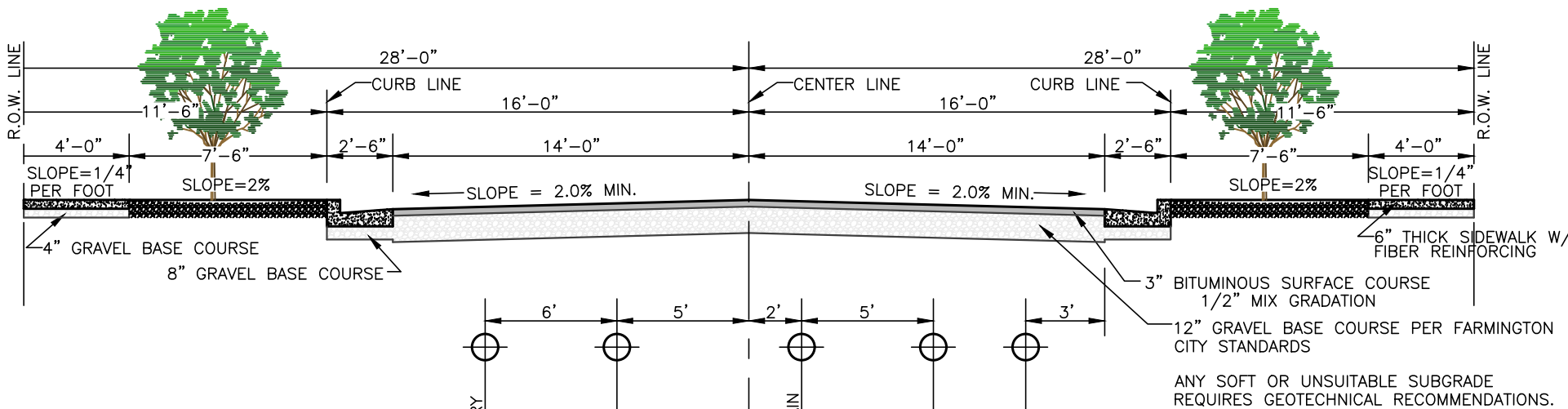
SEDIMENT TRACKED ONTO PAVED ROADS MUST BE CLEANED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE NORMAL WORK DAY. THE CLEAN UP WILL INCLUDE SWEEPING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTAINED AREA.

EXPOSED SLOPES:

- ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS:
- SPRAYING DISTURBED AREAS WITH A TACKIFIER VIA HYDROSEED
 - TRACKING STRAW PERPENDICULAR TO SLOPES
 - INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET

Notes:

- THE DEVELOPER SHALL INSTALL ALL STREETLIGHTS UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
- ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE FARMINGTON CITY DESIGN STANDARDS AND PUBLIC IMPROVEMENTS SPECIFICATIONS.
- ALL FIRE HYDRANTS SHALL BE CLOW.
- ALL VALVES SHALL BE MUELLER OR CLOW.
- ALL WATER METERS LOCATED IN DRIVEWAYS SHALL BE INSTALLED WITH A THIRTY INCH (30") METER BOX WITH A TRAFFIC RATED LID.



STREET SECTION (56' R.O.W.)

SCALE: NONE

Legend

	= PROPOSED WATER METER	ROW	= RIGHT-OF-WAY
	= EXISTING WATER METER	SD	= STORM DRAIN
	= PROPOSED REDUCER	SL	= STREET LIGHT
	= EXISTING REDUCER	SS	= SANITARY SEWER
	= PROPOSED CATCH BASIN	TBC	= TOP BACK OF CURB
	= EXISTING CATCH BASIN	TOA	= TOP OF ASPHALT
	= PLUG W/ 2' BLOW-OFF	TOC	= TOP OF CONCRETE
	= STREET LIGHT	TOFF	= TOP OF FINISHED FLOOR
	= SIGN	TOS	= TOP OF STAIRS
	= POWER POLE	TOW	= FG • TOP OF WALL
	= BASEMENT FLOOR ELEVATION	TSW	= TOP OF SIDEWALK
	= BUILDING	UGP	= UNDERGROUND POWER
	= BOTTOM OF STAIRS	W	= CULINARY WATER
	= FG • BOTTOM OF WALL	WM	= WATER METER
	= BEGINNING POINT		= EXISTING ASPHALT PAVEMENT
	= CURB & GUTTER		= PROPOSED ASPHALT PAVEMENT
	= CATCH BASIN		= PROPOSED CONCRETE
	= CUBIC FEET		= PROPOSED GRAVEL
	= CUBIC FEET PER SECOND		= EXISTING CONTOUR GRADE
	= COMMUNICATION PEDESTAL		= PROPOSED CONTOUR GRADE
	= EDGE OF PAVEMENT		= PROPOSED RETAINING WALL
	= FINISH FLOOR ELEVATION		= PROPOSED MAJOR CONTOUR
	= FINISHED GRADE		= PROPOSED MINOR CONTOUR
	= FIRE HYDRANT		= EXISTING MAJOR CONTOUR
	= FLOW LINE		= EXISTING MINOR CONTOUR
	= GRADE BREAK		
	= GARAGE FLOOR ELEVATION		
	= INVERT		
	= LINEAR FEET		
	= NATURAL GRADE		
	= OVERHEAD POWER		
	= POINT OF CURVATURE		
	= POWER/UTILITY POLE		
	= POINT OF RETURN CURVATURE		
	= POINT OF TANGENCY		
	= POWER TRANSFORMER BOX		
	= PUBLIC UTILITY EASEMENT		
	= REINFORCED CONCRETE PIPE		
	= RIM OF MANHOLE		



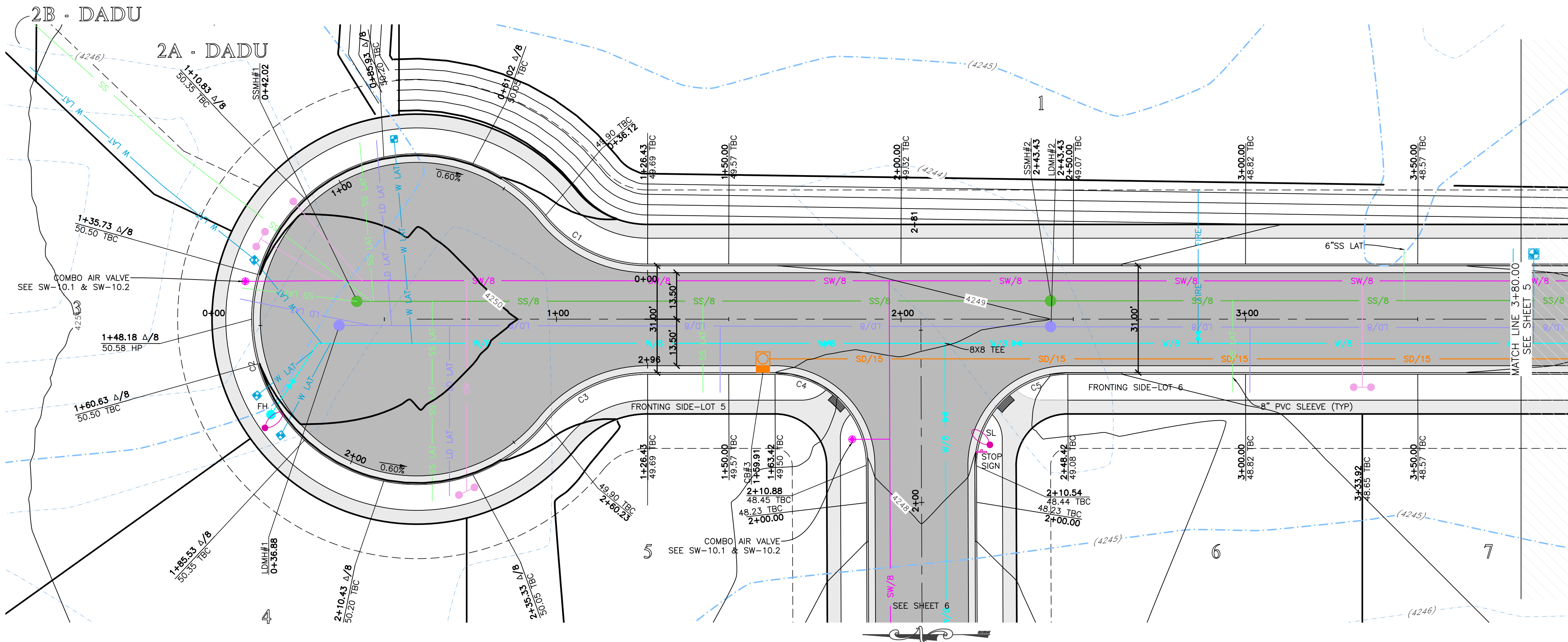
REVISIONS	DESCRIPTION
DATE	CITY COMMENTS
06-12-26 CK	

Miller Hollow Subdivision
FARMINGTON CITY, DAVIS COUNTY, UTAH
Notes/Legend/
Street Cross-Section

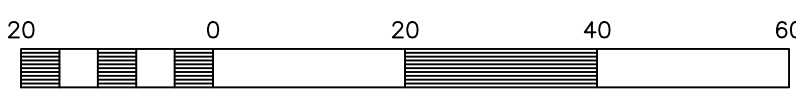


Project Info.
Designer: KENNETH H. HUNTER, P.E.
Drafter: C. KINGSLEY
Begin Date: MARCH 2026
Name: MILLER HOLLOW SUBDIVISION
Number: 8632-01

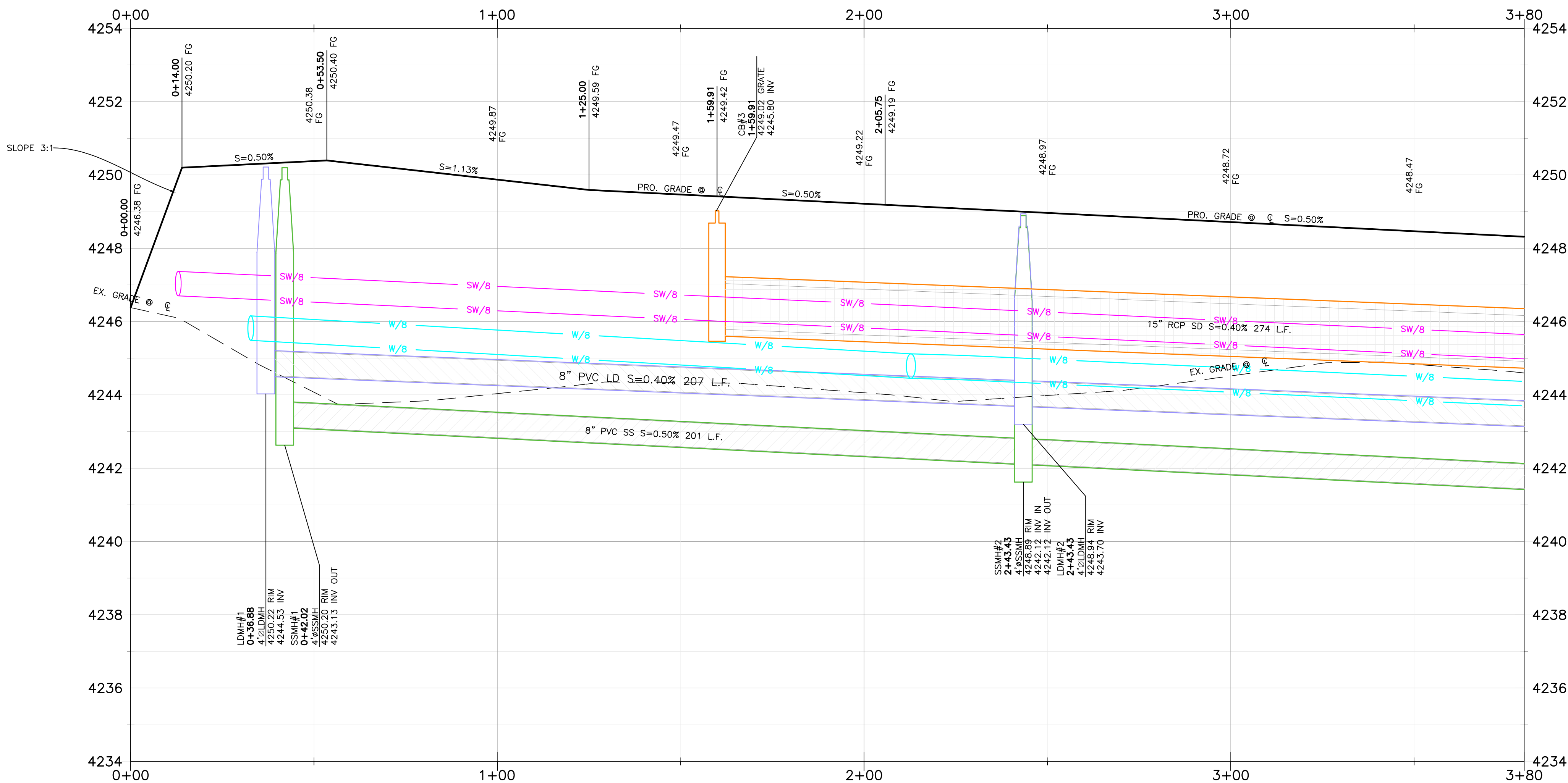




Daniel Drive 0+00.00 - 3+80.00



Horizontal Scale: 1" = 20'
Vertical Scale: 1" = 2'



TBC Curve Data

#	Delta	Radius	Length	Tangent	Chord	CH Length
C1	51°06'15"	38.00'	33.89'	18.17'	S25°32'23"W	32.78'
C2	282°12'30"	48.00'	236.42'	38.73'	S89°59'15"W	60.28'
C3	51°06'15"	38.00'	33.89'	18.17'	N25°33'52"W	32.78'
C4	89°46'14"	26.50'	41.52'	26.39'	N44°52'22"E	37.40'
C5	90°13'46"	26.50'	41.73'	26.61'	N45°07'38"W	37.55'

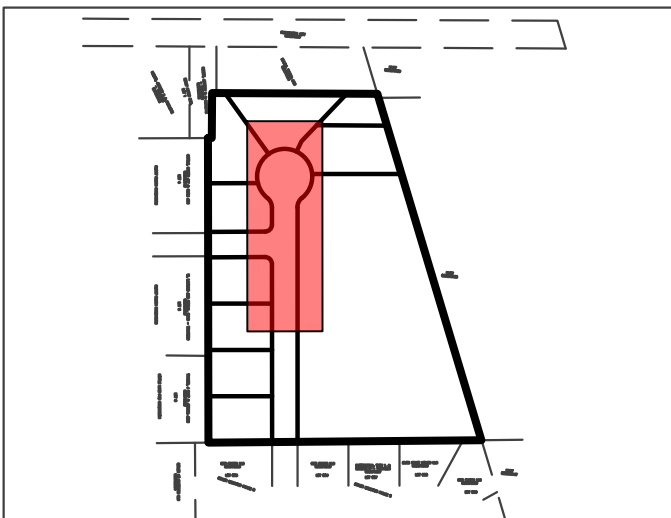
APPROVED FOR CONSTRUCTION

BY: FARMINGTON CITY ENGINEER DATE: _____



Key Map

NOT TO SCALE



Construction Notes:

- 1) ALL CONSTRUCTION IS TO CONFORM TO THE CITY STANDARD DRAWINGS AND SPECIFICATIONS.
- 2) CONSTRUCT RAMPS PER ADA AND CITY REQUIREMENTS.
- 3) FIRE HYDRANTS ARE TO BE CLOW. VALVES ARE TO BE MUELLER OR CLOW. WATER METERS LOCATED IN CONCRETE SHALL BE INSTALLED WITH A 30" METER BOX WITH A TRAFFIC RATED LID.
- 4) ALL FIRE APPARATUS ACCESS AND WATER SUPPLY SHALL COMPLY WITH IFC AS ADOPTED AND AMENDED

CULINARY WATER

NOTE: 5' MIN. COVER REQUIRED OVER CW LINES
W/8 - 8" C-900 DR14 WATER LINE PER CITY STANDARDS AND SPECIFICATIONS
W LAT - 1" TYPE K COPPER SERVICE LATERAL

SANITARY SEWER

SS LAT - 4" PVC SDR-35 SERVICE LATERAL
SS/8 - 8" PVC SDR-35 SEWER LINE

LAND DRAIN

LD LAT - 4" PVC SDR-35 SERVICE LATERAL
LD/8 - 8" PVC SDR-35 LAND DRAIN LINE

STORM DRAIN

SD/15 - 15" RCP CLASS III STORM DRAIN

SECONDARY WATER

SW/8 - 8" PVC C-900 DR-14 SECONDARY WATER LINE
SW LAT - SECONDARY SERVICE LATERAL PER WEBER BASIN WATER CONSERVANCY DISTRICT STANDARDS

Miller Hollow Subdivision

FARMINGTON CITY, DAVIS COUNTY, UTAH

Daniel Drive 0+00.00 - 3+80.00

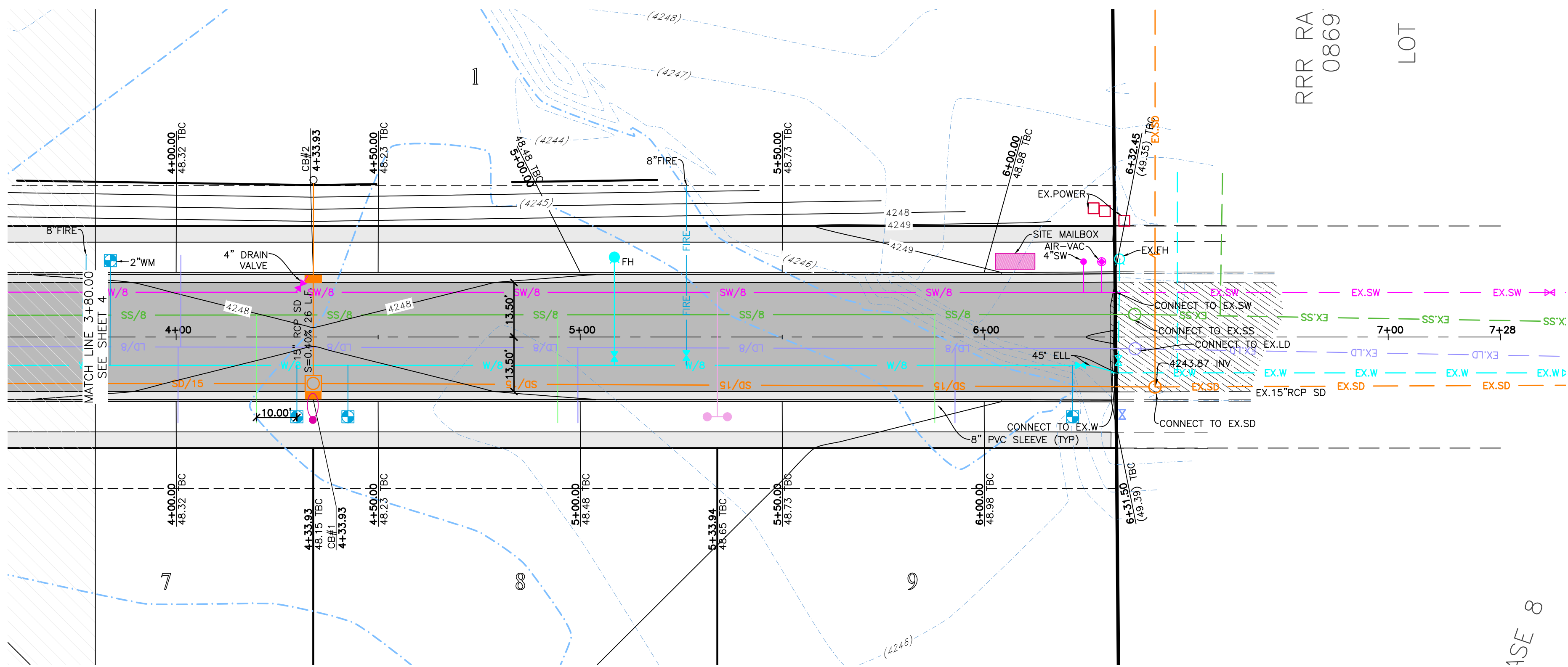


Project Info.

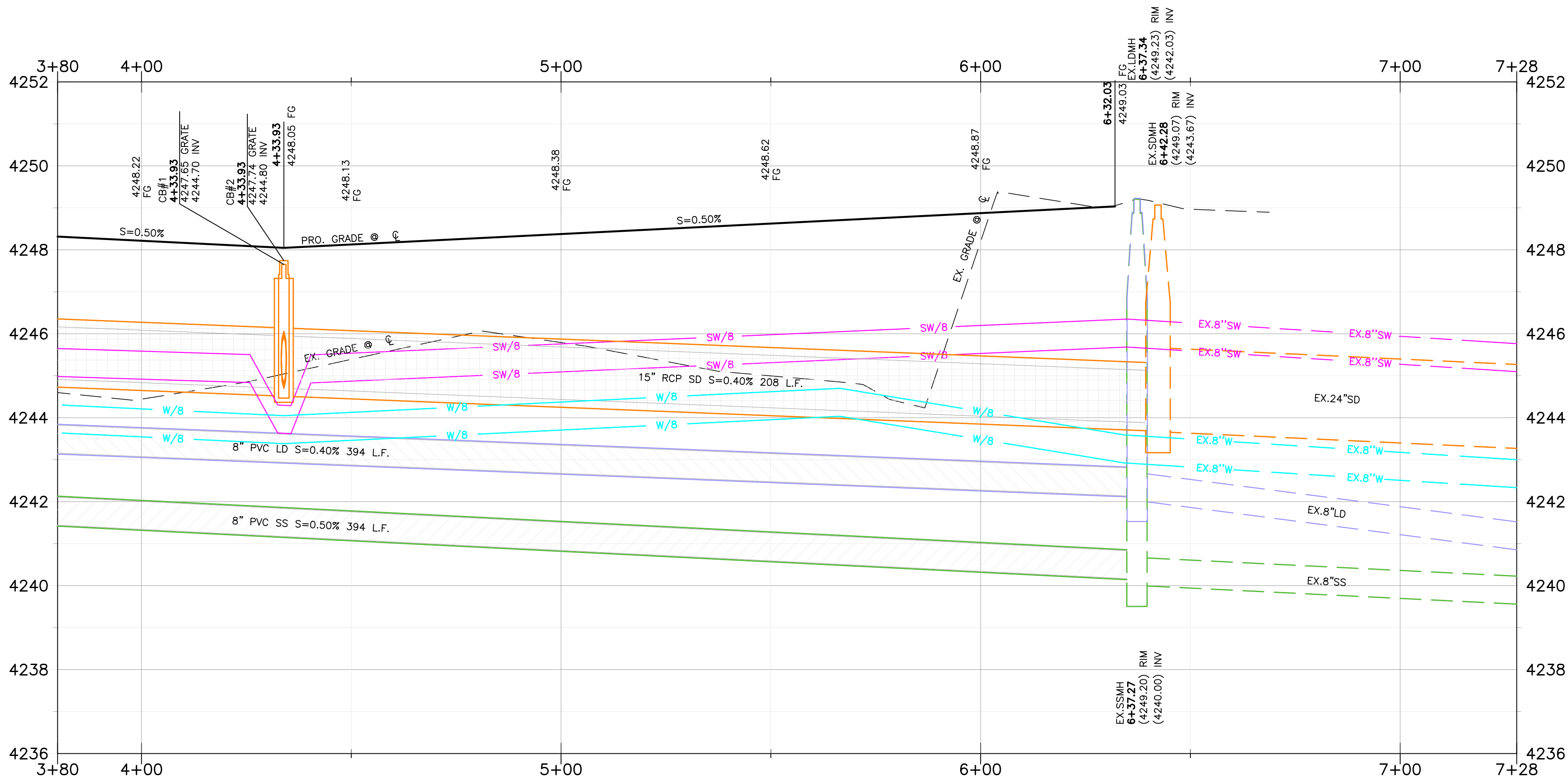
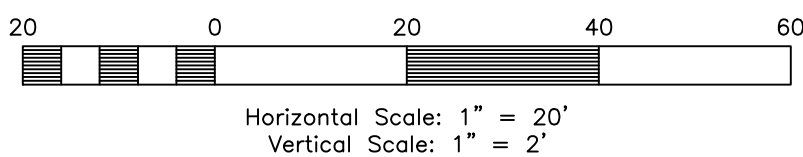
Designer: KENNETH H. HUNTER, P.E.
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Begin Date: MARCH 2026
Name: MILLER HOLLOW SUBDIVISION
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4

13 Total Sheets

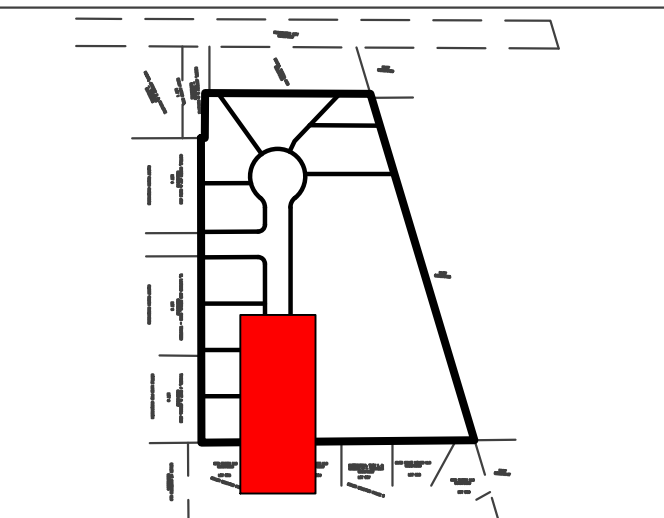


Daniel Drive 3+80.00 - 7+27.78



Key Map

NOT TO SCALE



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SW/8 - 8" PVC C-900 DR-14 SECONDARY WATER LINE
SW LAT - SECONDARY SERVICE LATERAL PER WEBER BASIN WATER CONSERVANCY DISTRICT STANDARDS



REVISIONS	DATE	DESCRIPTION
06-12-26	CK	City Comments

Miller Hollow Subdivision

FARMINGTON CITY, DAVIS COUNTY, UTAH

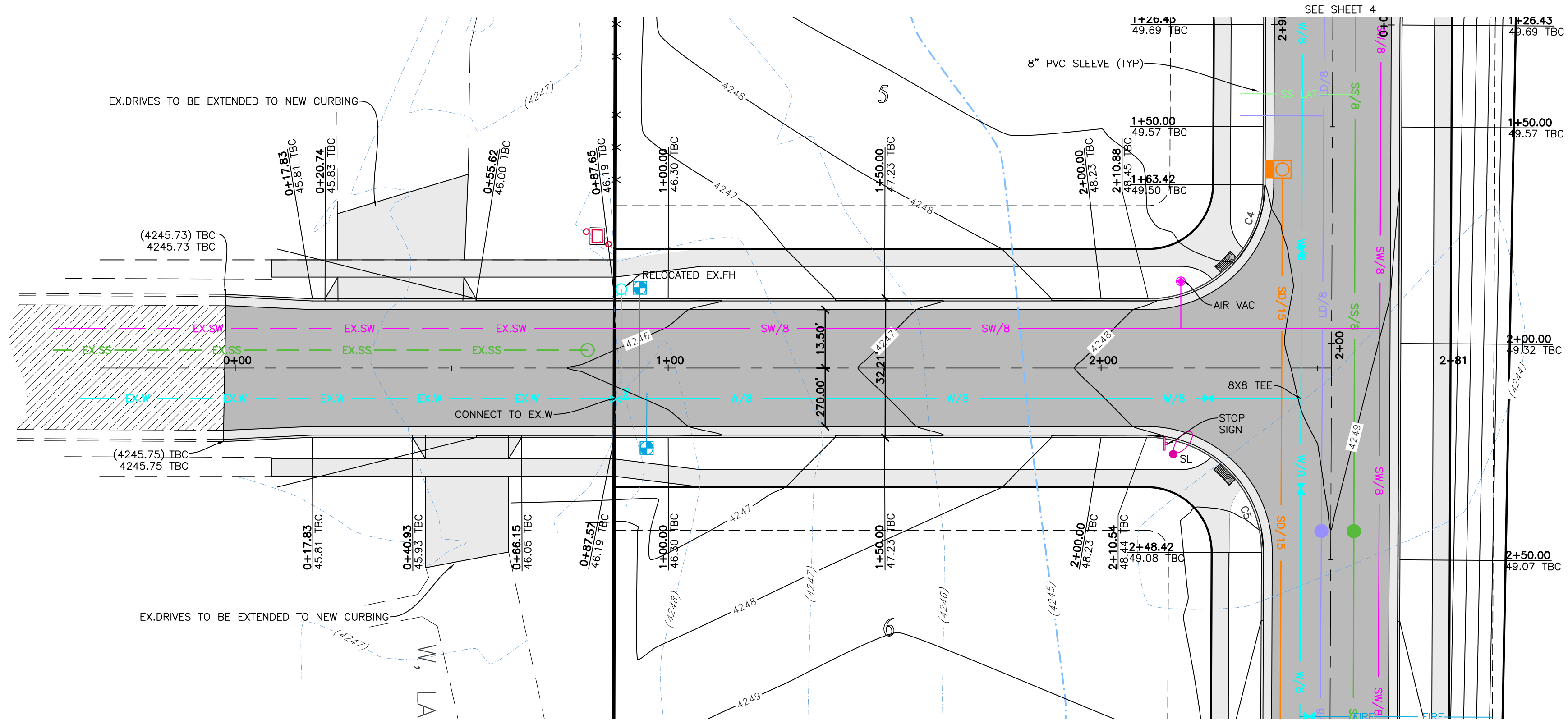
Daniel Drive 3+80.00 - 7+27.78



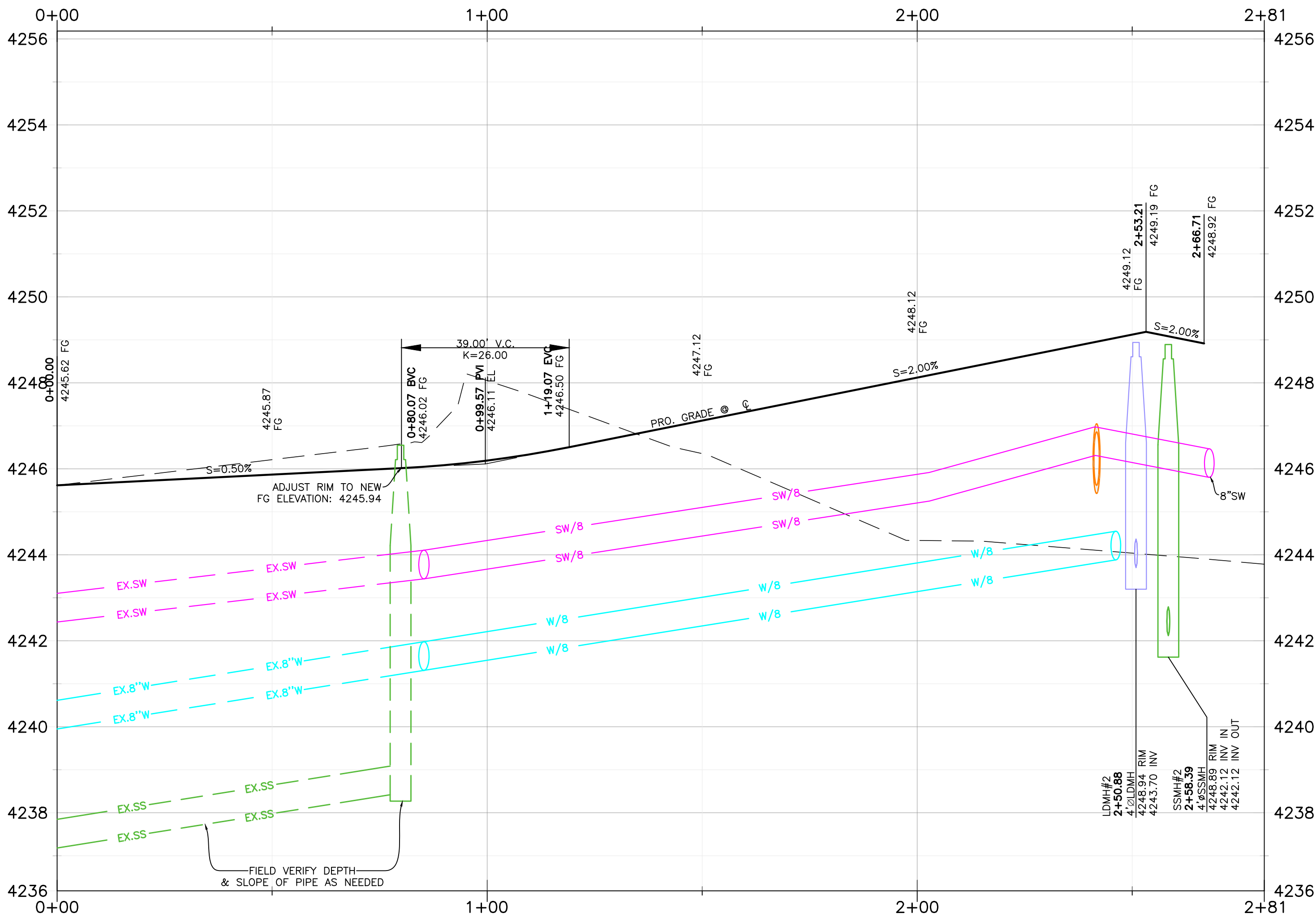
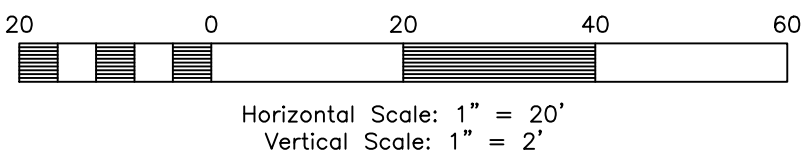
APPROVED FOR CONSTRUCTION

BY: FARMINGTON CITY ENGINEER DATE: _____





Smoot Drive 0+00.00 - 2+80.71



TBC Curve Data

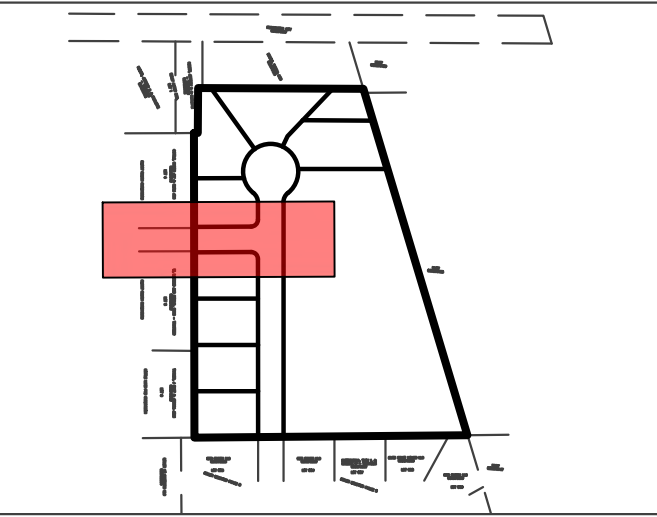
#	Delta	Radius	Length	Tangent	Chord	CH Length
C4	89°46'14"	26.50'	41.52'	26.39'	N44°52'22"E	37.40'
C5	90°13'46"	26.50'	41.73'	26.61'	N45°07'38"W	37.55'

APPROVED FOR CONSTRUCTION

BY: FARMINGTON CITY ENGINEER DATE: _____

Key Map

NOT TO SCALE



Construction Notes:

- ALL CONSTRUCTION IS TO CONFORM TO THE CITY STANDARD DRAWINGS AND SPECIFICATIONS.
- CONSTRUCT RAMPS PER ADA AND CITY REQUIREMENTS.
- FIRE HYDRANTS ARE TO BE CLOW. VALVES ARE TO BE MUELLER OR CLOW. WATER METERS LOCATED IN CONCRETE SHALL BE INSTALLED WITH A 30" METER BOX WITH A TRAFFIC RATED LID.
- ALL FIRE APPARATUS ACCESS AND WATER SUPPLY SHALL COMPLY WITH IFC AS ADOPTED AND AMENDED

CULINARY WATER

NOTE: 5' MIN. COVER REQUIRED OVER CW LINES
W/8 - 8" C-900 DR14 WATER LINE PER CITY STANDARDS AND SPECIFICATIONS
W LAT - 1" TYPE K COPPER SERVICE LATERAL

SANITARY SEWER

SS LAT - 4" PVC SDR-35 SERVICE LATERAL
SS/8 - 8" PVC SDR-35 SEWER LINE

LAND DRAIN

LD LAT - 4" PVC SDR-35 SERVICE LATERAL
LD/8 - 8" PVC SDR-35 LAND DRAIN LINE

STORM DRAIN

SD/15 - 15" RCP CLASS III STORM DRAIN

SECONDARY WATER

SW/8 - 8" PVC C-900 DR-14 SECONDARY WATER LINE
SW LAT - SECONDARY SERVICE LATERAL PER WEBER BASIN WATER CONSERVANCY DISTRICT STANDARDS

Miller Hollow Subdivision

FARMINGTON CITY, DAVIS COUNTY, UTAH

Smoot Drive 0+00.00 - 2+80.71

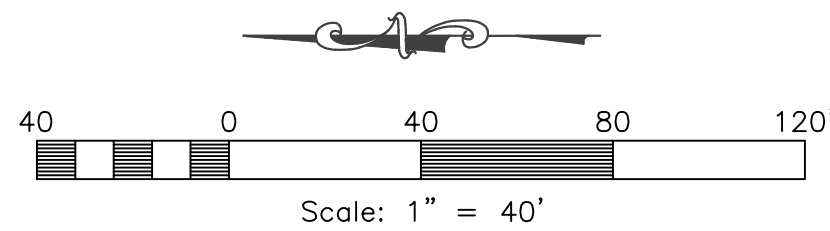


Project Info.

Designer: KENNETH H. HUNTER, P.E.
Drafter: C. KINGSLEY
Begin Date: MARCH 2026
Name: MILLER HOLLOW SUBDIVISION
Number: 8632-01



REVISIONS	DESCRIPTION
DATE	City Comments
06-12-26 CK	



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06-12-26	CK	City Comments

Miller Hollow Subdivision

FARMINGTON CITY, DAVIS COUNTY, UTAH

Utility Plan



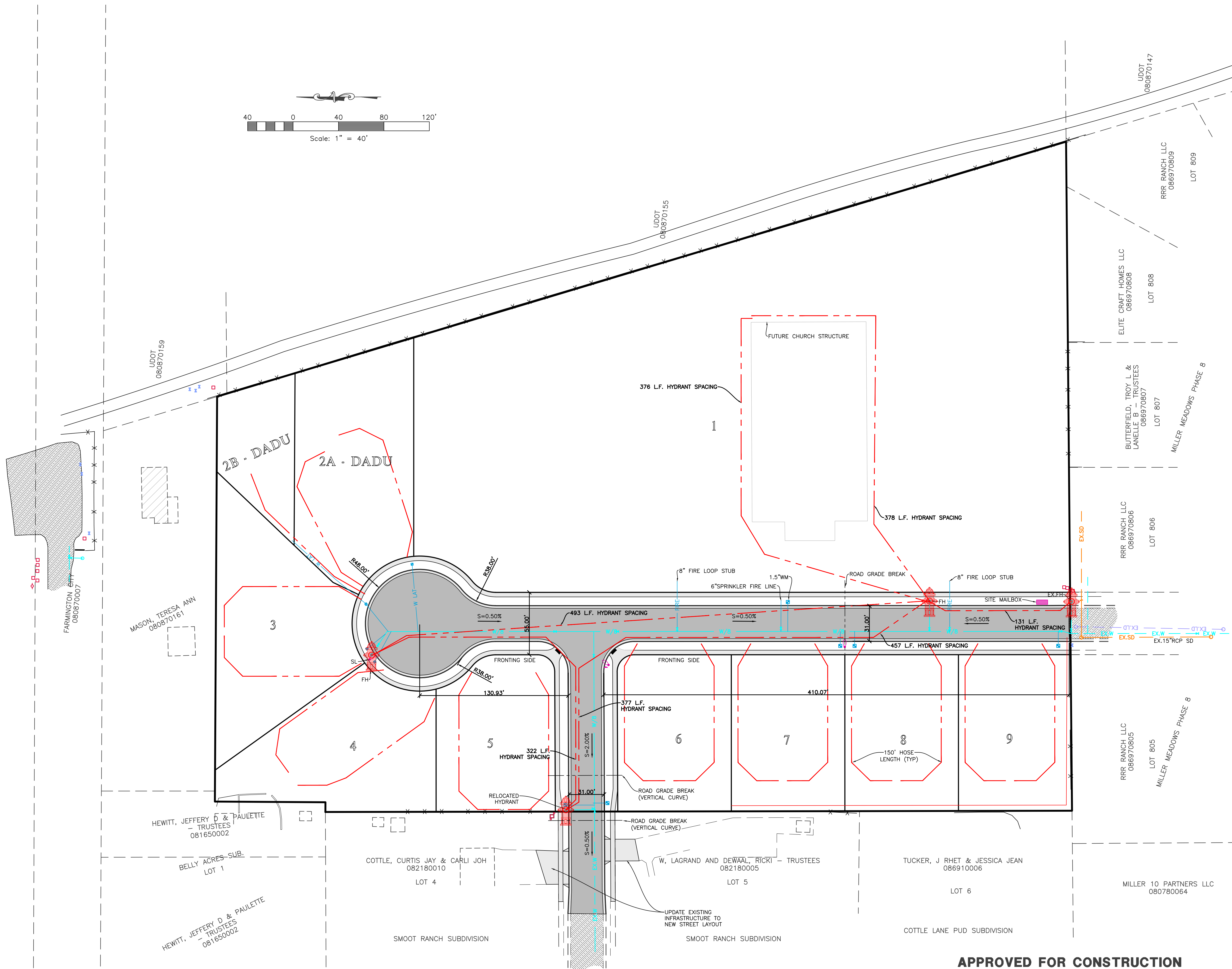
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Reeve & Associates, Inc.
5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 www.reeveco.com

RA

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REVISIONS	DATE	DESCRIPTION
06-12-26	CK	City Comments

Miller Hollow Subdivision

FARMINGTON CITY, DAVIS COUNTY, UTAH

Fire Plan

REGISTERED PROFESSIONAL ENGINEER
JERRY A. DRAPER
5338480
06/12/2026
STATE OF UTAH

Project Info.
Designer: KENNETH H. HUNTER, P.E.
Drafter: C. KINGSLEY
Begin Date: MARCH 2026
Name: MILLER HOLLOW SUBDIVISION
Number: 8632-01

811 Know what's below. Call before you dig.

9
13 Total Sheets

APPROVED FOR CONSTRUCTION

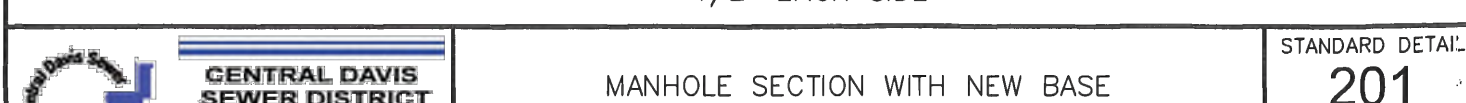
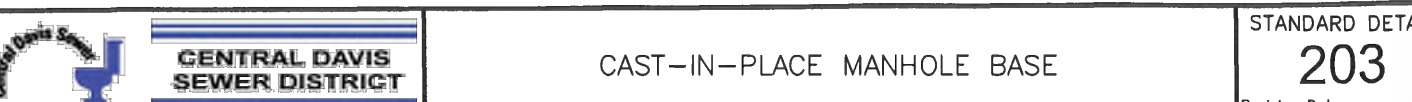
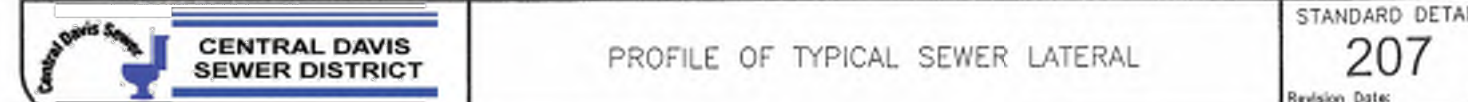
BY: FARMINGTON CITY ENGINEER DATE: _____



STANDARD DATA
101

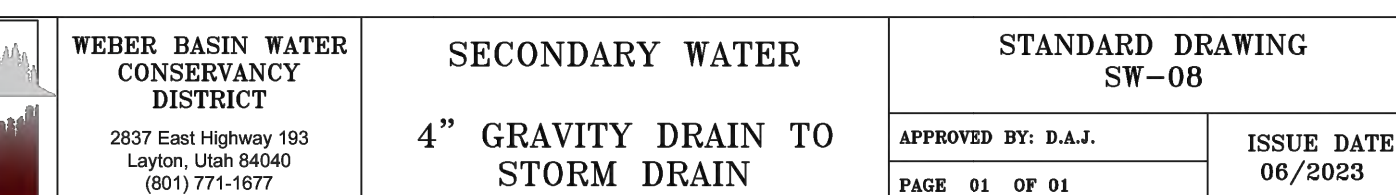


103

STANDARD DETAIL
221STANDARD DETAIL
202STANDARD DATA
203

STANDARD DETAIL
207

1. DRAINS SHOULD BE PIPED TO STORM DRAIN WHEREVER POSSIBLE. IF CONNECTION TO SD BOX IS NOT POSSIBLE, USE A 4" PUMP DRAIN APPLICATION PER DETAIL SW-09.
2. PIPELINE LENGTHS AND CONFIGURATIONS VARY. CONTRACTOR SHALL SUPPLY PIPING AS REQUIRED TO INSTALL ACCORDING TO PLANS. RESTRAIN ALL JOINTS WITH FLANGE CONNECTIONS OR MJ GRIP RING RESTRAINED JOINTS.
3. ALL DUCTILE IRON AND WAX TAPES MUST BE RESTRAINED AND INSTALLED WITH COLLAR PER MWCSD STANDARD.
4. ALL DUCTILE IRON & STEEL COMPONENTS SHALL BE WRAPPED WITH 3-4 PART WAX TAP SYSTEM PER MWCSD STANDARDS.

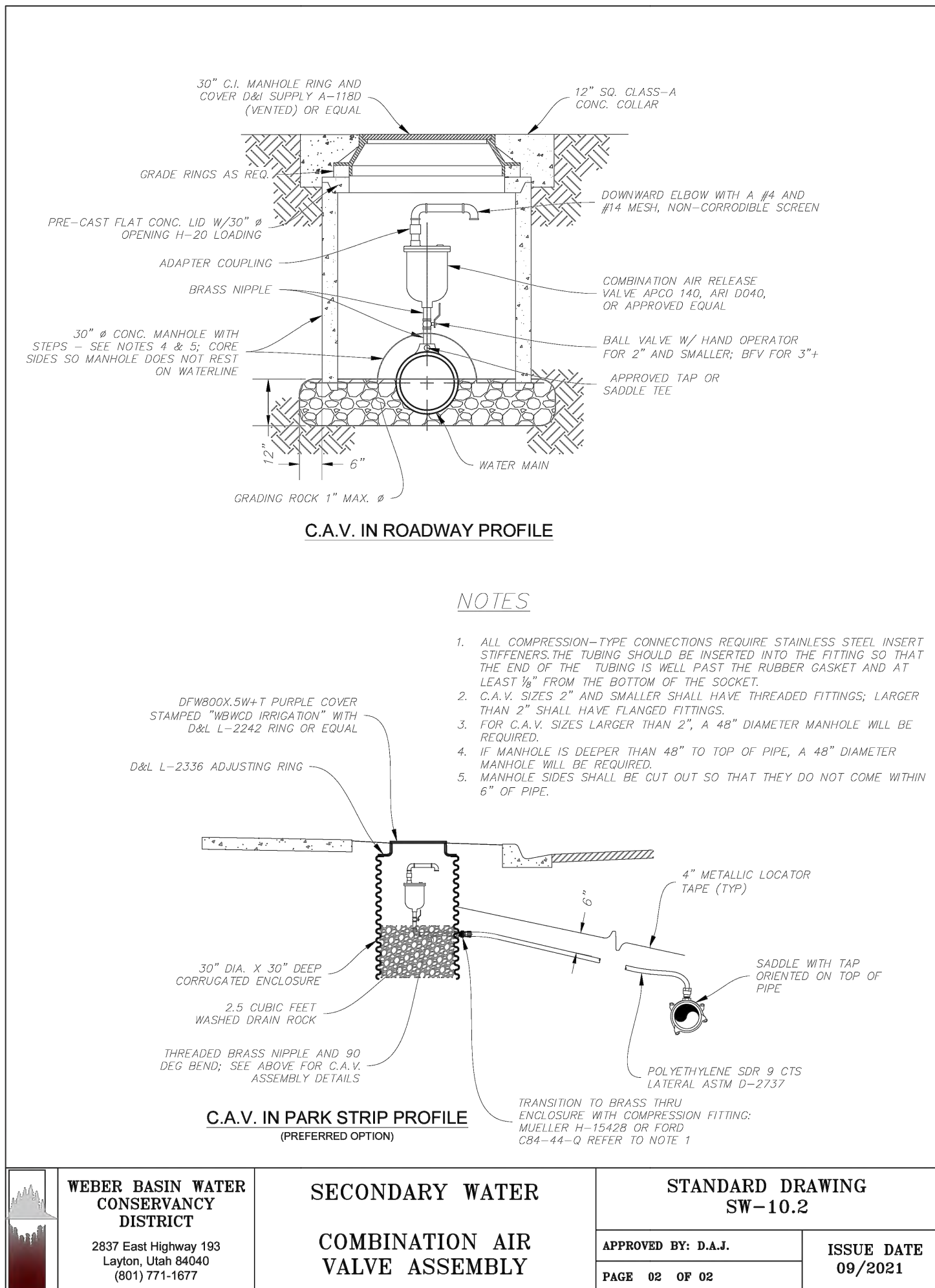
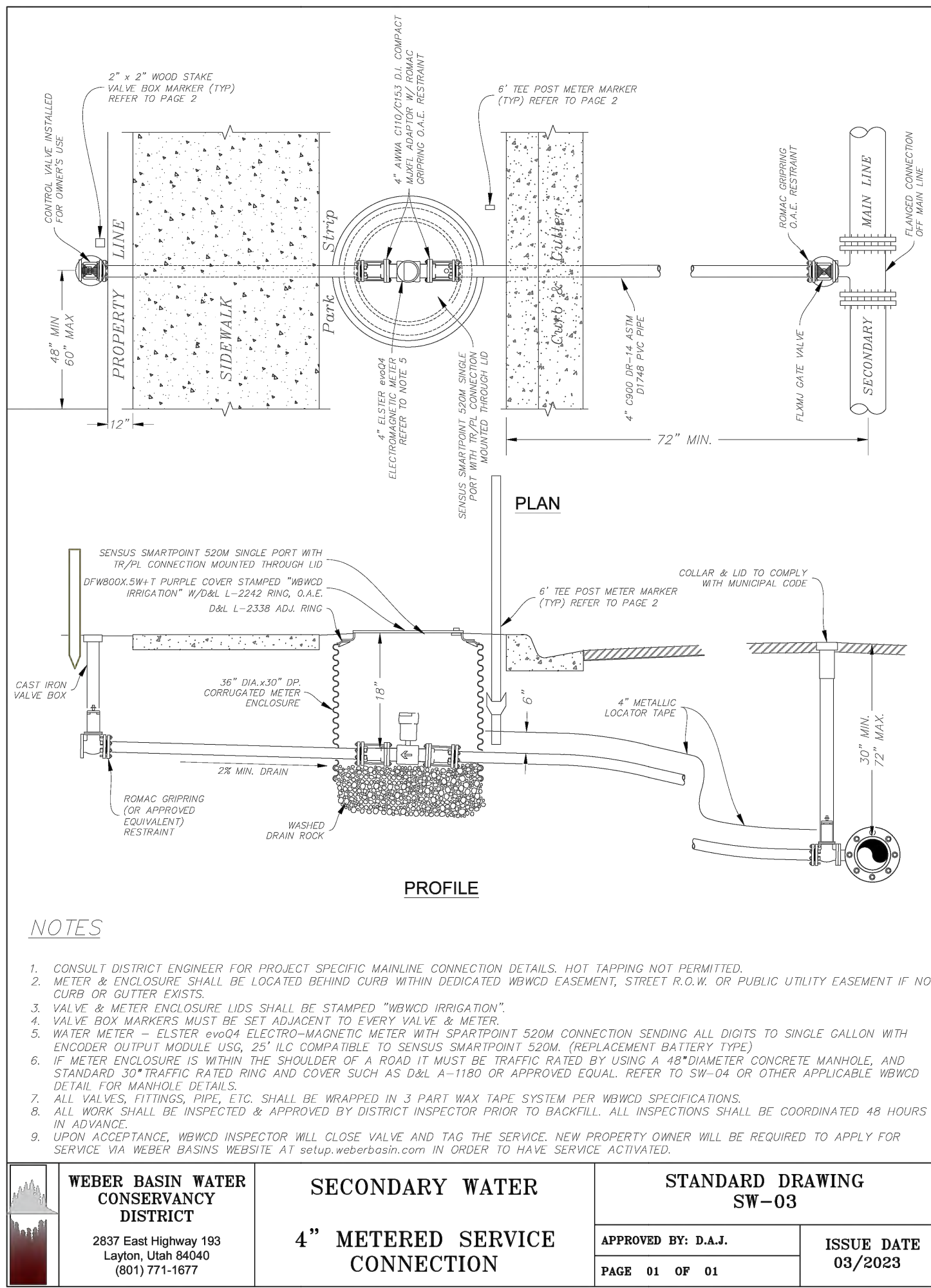
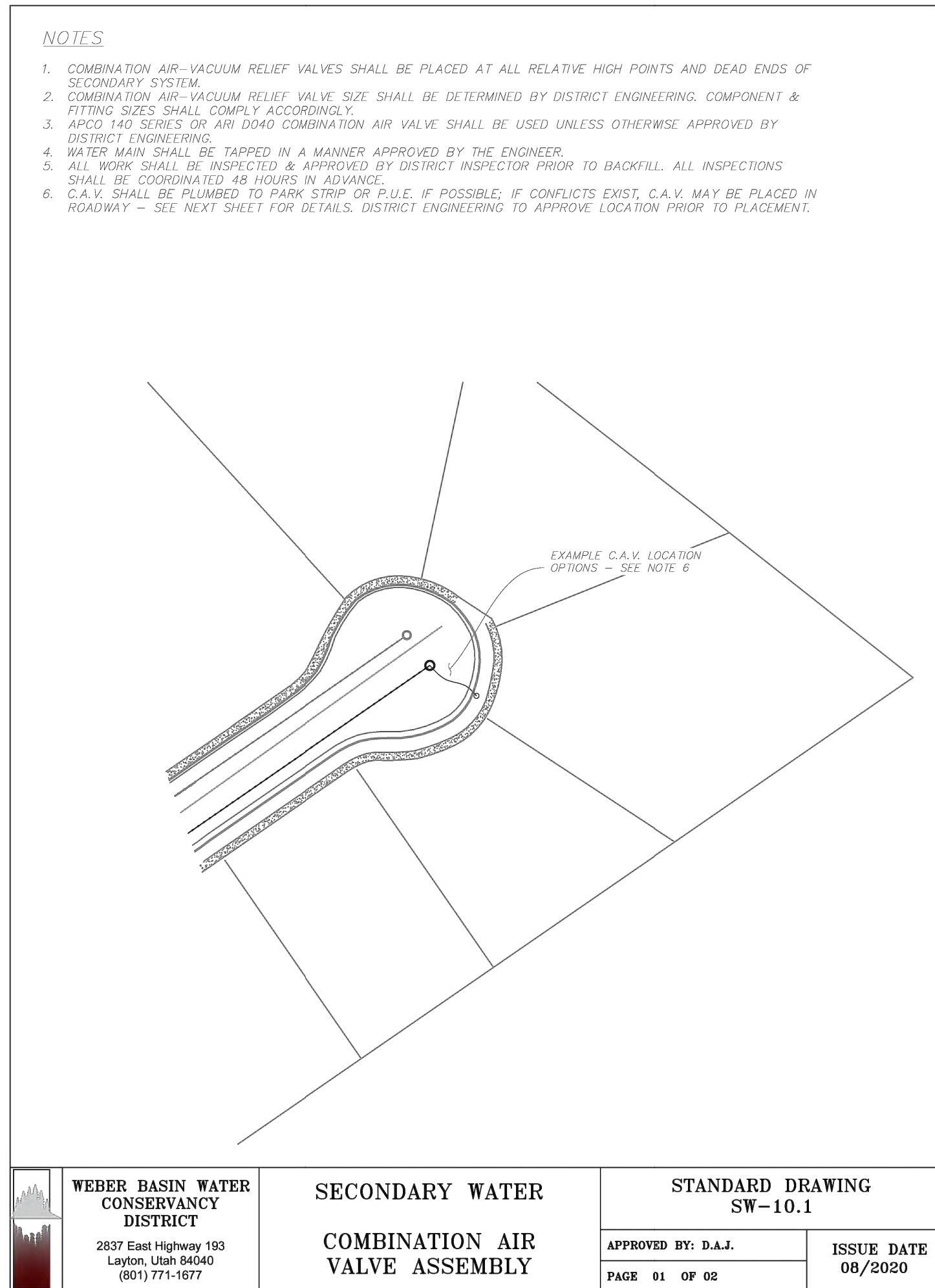
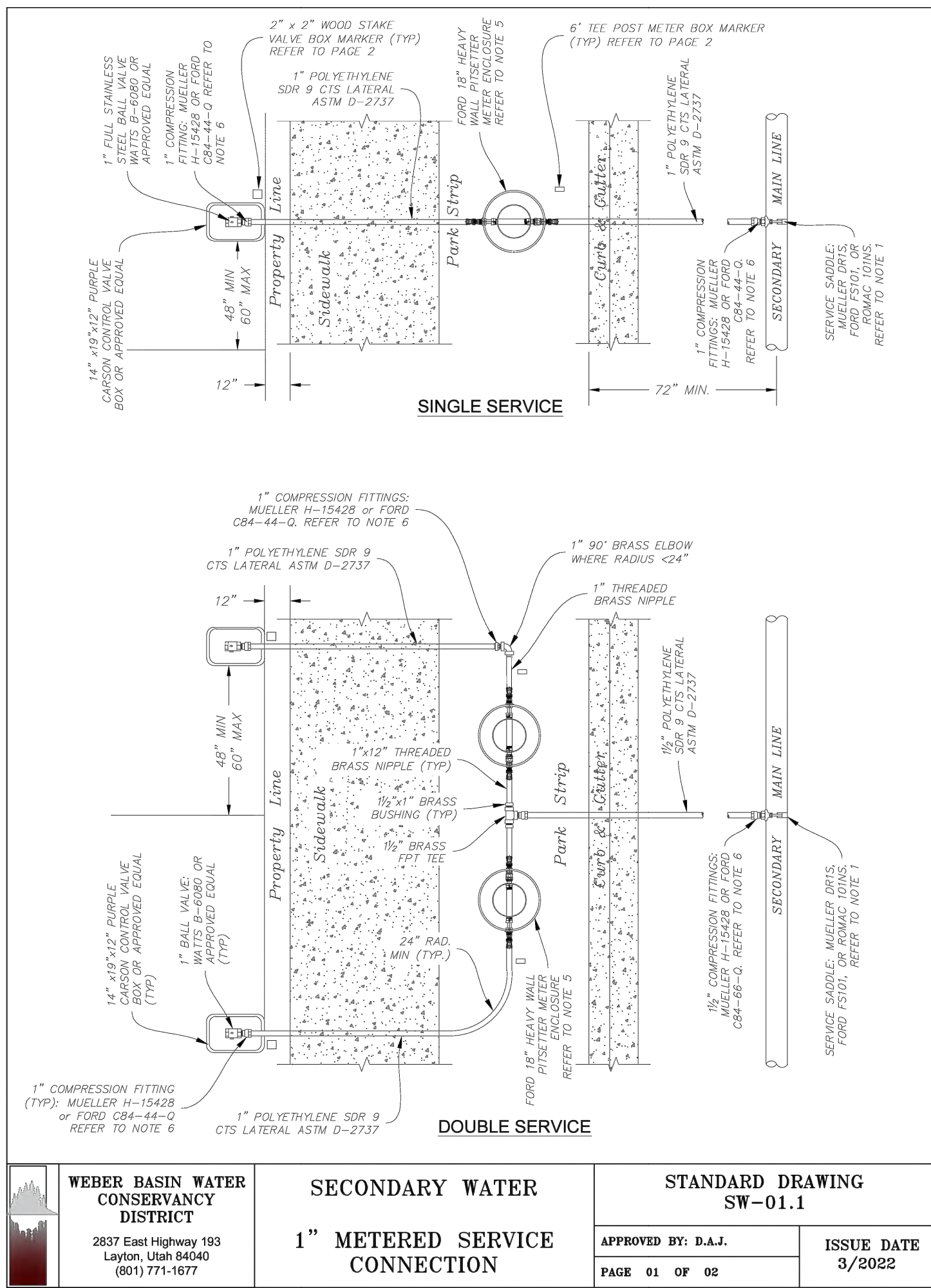


4" GRAVITY DRAIN TO
STORM DRAIN

APPROVED BY: D.A.J.	ISSUE DATE
PAGE 01 OF 01	06/2023

BY: _____ DATE: _____
FARMINGTON CITY ENGINEER

10	
13	Total Sheets



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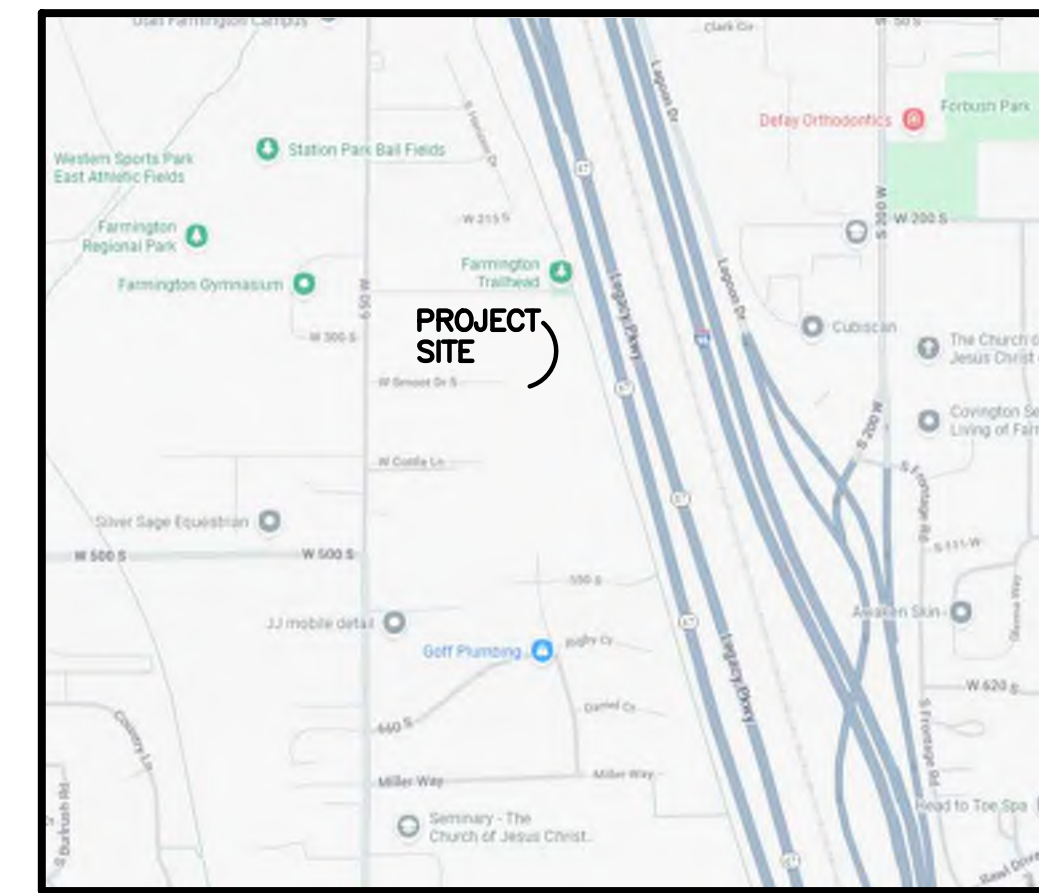


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Drafter: C. KINGSLEY
Begin Date: MARCH 2026
Name: MILLER HOLLOW SUBDIVISION
Number: 8632-01

Miller Hollow Subdivision

Storm Water Pollution Prevention Plan Exhibit

FARMINGTON CITY, DAVIS COUNTY, UTAH
MARCH 2026



Vicinity Map
NOT TO SCALE

1. ALL STORM WATER AND DIRT WILL BE KEPT ON SITE DURING CONSTRUCTION UNTIL FINAL LANDSCAPING IS COMPLETE. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR KEEPING DIRT AND MUD ON SITE DURING BAD WEATHER AND FOR CLEANING UP AFTER SUBCONTRACTORS.
2. THE GRADE AWAY FROM FOUNDATION WALLS SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET (5 PERCENT).
3. STREET CURB AND GUTTER WILL BE INSPECTED AND CLEANED OF ALL MUD AND DIRT AT THE END OF EACH DAY.
4. GRAVEL BAGS OR EQUIVALENT BMP SHALL BE PLACED AND MAINTAINED AROUND ANY STORM DRAIN INLET ADJACENT TO OR IMMEDIATELY DOWNSTREAM FROM THE SITE DURING CONSTRUCTION.
5. BERMS OR SWALES MAY BE REQUIRED ALONG PROPERTY LINES TO PREVENT STORM WATER FLOW ONTO ADJACENT LOTS. FINAL GRADING SHALL BLEND WITH ADJACENT LOTS.
6. A LINED CONCRETE WASHOUT AREA MUST BE PROVIDED ON SITE FOR ALL CONCRETE, PAINT, STUCCO, OR MASONRY WORK. WASHOUT ON THE GROUND IS PROHIBITED.
7. PORTABLE TOILET SHALL BE ANCHORED.
8. A CONSTRUCTION GENERAL PERMIT MUST BE OBTAINED FROM THE STATE OF UTAH DEQ PRIOR TO ANY EARTH MOVING ACTIVITIES.
9. A FARMINGTON CITY EXCAVATION PERMIT MUST BE OBTAINED PRIOR TO ANY EARTH MOVING ACTIVITIES.
10. IF GROUND WATER IS ENCOUNTERED DURING EXCAVATION, A STATE OF UTAH DE-WATERING PERMIT FROM THE UTAH DEQ MUST BE OBTAINED PRIOR TO ANY PUMPING.

STREETS TO BE SWEEPED WITHIN 1000 FEET OF CONSTRUCTION ENTRANCE DAILY IF NECESSARY

ALL VEHICLES EXITING SITE TO PROCEED THROUGH CONSTRUCTION ENTRANCE TO REDUCE AMOUNTS OF SEDIMENT TRACKED ONTO ROADWAYS.

50'x20' CONSTRUCTION ENTRANCE W/8" CLEAN GRAVEL

SWPPP Legend

- = PORTABLE TOILET
- = INLET PROTECTION TYP. (SEE DETAIL)
- = SILT FENCE (SEE DETAIL)
- = 50'x20' CONSTRUCTION ENTRANCE W/8" CLEAN GRAVEL
- = CONCRETE WASH AREA (SEE DETAIL) OR AS SELECTED BY CONTRACTOR

SWPPP NOTES:

1. ALL VEHICLES EXITING SITE TO PROCEED THROUGH CONSTRUCTION ENTRANCE TO REDUCE AMOUNTS OF SEDIMENT TRACKED ONTO ROADWAYS.
2. STREETS TO BE SWEEPED WITHIN 1000 FEET OF CONSTRUCTION ENTRANCE DAILY IF NECESSARY

Construction Activity Schedule

- PROJECT LOCATION.....FARMINGTON CITY, DAVIS COUNTY, UTAH
- PROJECT BEGINNING DATE.....MARCH 2026
- BMP'S DEPLOYMENT DATE.....MARCH 2026
- STORM WATER MANAGEMENT CONTACT / INSPECTOR.....TBD
- SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SWPPP BY OWNER/DEVELOPER

APPROVED FOR CONSTRUCTION

BY: _____ DATE: _____
FARMINGTON CITY ENGINEER

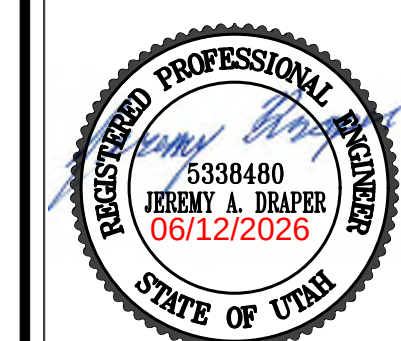


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Miller Hollow Subdivision

FARMINGTON CITY, DAVIS COUNTY, UTAH

**Storm Water Pollution
Prevention Plan Exhibit**



Project Info.

Designer: KENNETH H. HUNTER, P.E.
Drafter: C. KINGSLEY
Begin Date: MARCH 2026
Name: MILLER HOLLOW SUBDIVISION
Number: 8632-01

12
Total Sheets

Notes:

1.

Describe all BMP's to protect storm water inlets:
All storm water inlets to be protected by straw wattle barriers, or gravel bags (see detail).
2.

Describe BMP's to eliminate/reduce contamination of storm water from:

a.

Equipment / building / concrete wash areas:
To be performed in designated areas only and surrounded with silt fence barriers.

b.

Soil contaminated by soil amendments:
If any contaminates are found or generated, contact environmental engineer and contacts listed.

c.

Areas of contaminated soil:
If any contaminates are found or generated, contact environmental engineer and contacts listed.

d.

Fueling area:
To be performed in designated areas only and surrounded with silt fence.

e.

Vehicle maintenance areas:
To be performed in designated areas only and surrounded with silt fence.

f.

Vehicle parking areas:
To be performed in designated areas only and surrounded with silt fence.

g.

Equipment storage areas:
To be performed in designated areas only and surrounded with silt fence.

h.

Materials storage areas:
To be performed in designated areas only and surrounded with silt fence.

i.

Waste containment areas:
To be performed in designated areas only and surrounded with silt fence.

j.

Service areas:
To be performed in designated areas only and surrounded with silt fence.
3.

BMP's for wind erosion:
Stockpiles and site as needed to be watered regularly to eliminate / control wind erosion
4.

Construction Vehicles and Equipment:

a.

Maintenance

—

Maintain all construction equipment to prevent oil or other fluid leaks.

—

Keep vehicles and equipment clean, prevent excessive build-up of oil and grease.

—

Regularly inspect on-site vehicles and equipment for leaks, and repair immediately.

—

Check incoming vehicles and equipment (including delivery trucks, and employee and subcontractor vehicles) for leaking oil and fluids. Do not allow leaking vehicles or equipment on-site.

—

Segregate and recycle wastes, such as greases, used oil or oil filters, antifreeze, cleaning solutions, automotive batteries, hydraulic, and transmission fluids.

b.

Fueling

—

If fueling must occur on-site, use designated areas away from drainage.

—

Locate on-site fuel storage tanks within a bermed area designed to hold the tank volume.

—

Cover retention area with an impervious material and install in a manner to ensure that any spills will be contained in the retention area. To catch spills or leaks when removing or changing fluids.

—

Use drip pans for any oil or fluid changes.

c.

Washing

—

Use as little water as possible to avoid installing erosion and sediment controls for the wash area.

—

If washing must occur on-site, use designated, bermed wash areas to prevent waste water discharge into storm water, creeks, rivers, and other water bodies.

—

Use phosphate-free, biodegradable soaps.

—

Do not permit steam cleaning on-site.

5.

Spill Prevention and Control

a.

Minor Spills:
Minor spills are those which are likely to be controlled by on-site personnel. After contacting local emergency response agencies, the following actions should occur upon discovery of a minor spill:

—

Contain the spread of the spill.

—

If the spill occurs on paved or impermeable surfaces, clean up using "dry" methods (i.e. absorbent materials, cat litter, and / or rags).

—

If the spill occurs in dirt areas, immediately contain the spill by constructing an earth dike. Dig up and properly dispose of contaminated soil.

—

If the spill occurs during rain, cover the impacted area to avoid runoff.

b.

Major Spills:
On-site personnel should not attempt to control major spills until the appropriate and qualified emergency response staff have arrived at the site. For spills of federal reportable quantities, also notify the National Response Center at (800) 424-8802. A written report should be sent to all notified authorities. Failure to report major spills can result in significant fines and penalties.

6.

Post Roadway / Utility Construction

a.

Maintain good housekeeping practices.

b.

Enclose or cover building material storage areas.

c.

Properly store materials such as paints and solvents.

d.

Store dry and wet materials under cover, away from drainage areas.

e.

Avoid mixing excess amounts of fresh concrete or cement on-site.

f.

Perform washout of concrete trucks offsite or in designated areas only.

g.

Do not wash out concrete trucks into storm drains, open ditches, streets, or streams.

h.

Do not place material or debris into streams, gutters, or catch basins that stop or reduce the flow of runoff water.

i.

All public streets and storm drain facilities shall be maintained free of building materials, mud and debris caused by grading or construction operations. Roads will be swept within 1000' of construction entrance daily, if necessary.

j.

Install straw wattle around all inlets contained within the development and all others that receive runoff from the development.

7.

Erosion Control Plan Notes

a.

The contractor will designate an emergency contact that can be reached 24 hours a day 7 days a week.

b.

A stand-by crew for emergency work shall be available at all times during potential rain or snow runoff events. Necessary materials shall be available on site and stockpiled at convenient locations to facilitate rapid construction of emergency devices when rain or runoff is eminent.

c.

Erosion control devices shown on the plans and approved for the project may not be removed without approval of the engineer of record. If devices are removed, no work may continue that have the potential of erosion without consulting the engineer of record. If deemed necessary erosion control should be reestablished before this work begins.

d.

Graded areas adjacent to fill slopes located at the site perimeter must drain away from the top of the slope at the conclusion of each working day. This should be confirmed by survey or other means acceptable to the engineer of record.

e.

All silt and debris shall be removed from all devices within 24 hours after each rain or runoff event.

f.

Except as otherwise approved by the inspector, all removable protective devices shown shall be in place at the end of each working day and through weekends until removal of the system is approved.

g.

All loose soil and debris which may create a potential hazard to offsite property shall be removed from the site as directed by the engineer of record of the governing agency.

h.

The placement of additional devices to reduce erosion damage within the site is left to the discretion of the engineer of record.

i.

Desilting basins may not be removed or made inoperable without the approval of the engineer of record and the governing agency.

j.

Erosion control devices will be modified as need as the project progresses and plans of these changes submitted for approval by the engineer of record and the governing agency.

8.

Conduct a minimum of one inspection of the erosion and sediment controls every two weeks. Maintain documentation on site.

a.

Part III.D.4 of general permit UTRC0000 identifies the minimum inspection requirements.

b.

Part II.D.4.C identifies the minimum inspection report requirements.

c.

Failure to complete and/or document storm water inspections is a violation of part III.D.4 of Utah General Permit UTR 300000.

Perspective View

Figure 2

Section

Inlet Box Protection

Plan View

Drop Inlet Protection

Figure 1:
Top View of
Roll-to-Roll Connection

Silt Fence Detail

SCALE: NONE

Concrete Washout Area
w/ 10 mil Plastic Liner

SCALE: NONE

Cross Section 50' x 20' Construction Entrance

APPROVED FOR CONSTRUCTION

BY: FARMINGTON CITY ENGINEER DATE:

Reeve & Associates, Inc.

5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 www.reeve.co

LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
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RA

REVISIONS	DATE	DESCRIPTION
06-12-26	CK	City Comments

Miller Hollow Subdivision

FARMINGTON CITY, DAVIS COUNTY, UTAH

Storm Water Pollution
Prevention Plan Details

Project Info.
Designer: KENNETH H. HUNTER, P.E.
Drafter: C. KINGSLEY
Begin Date: MARCH 2026
Name: MILLER HOLLOW SUBDIVISION
Number: 8632-01

13
13 Total Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

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Farmington City Planning Commission Staff Report July 16, 2026

Item 3: Waldo Subordinate Single Family (SSF) Lot Split/Plat Amendment and Building Height Special Exception

Public Hearing: No
Application No.: 26-09
Property Address: 262 E Paulette Way
General Plan Designation: NR (Neighborhood Residential)
Current Zoning Designation: R-2-F
Area: 0.53 acres
Property Owner/Applicant: Hal Waldo

Request: Amend Lot 14 of the Lakeview Hills Subdivision Plat A by creating an additional lot for an SSF and also consider a building height special exception for the proposed subordinate single-family dwelling.

Background Information

The applicant is proposing to subdivide their lot to create two lots. One which will accommodate the existing single-family dwelling; and a new lot for a future SSF dwelling on the southwest side of the property. The New Lot does not now include a DADU (Detached Accessory Dwelling Unit). The City cannot record a subdivision to enable an SSF until the City has issued a certificate of occupancy for the same, unless a deed restriction, acceptable to the City, is recorded concurrent with the newly created vacant lot which states (as per Section 11-28-200 F 7 a. and b. of the Zoning Ordinance):

- a. The owner may establish a DADU thereon so long as both lots are held under one ownership, meet DADU Parcel requirements, and the owner must live on-site in either the DADU or the single-family dwelling; and
- b. Any future SSF on the lot must meet all related requirements, included but not limited to SSF Occupancy standards [see Finding 1 below].

The property frontage is already fully improved with curb, gutter, and sidewalk. Only a new set of utility laterals is needed to service the New Lot. This can be accounted for with a note on the subdivision mylar before recording so the utility work can be done with the construction of the new dwelling/SSF.

Regarding the special exception, the proposed building in the plans is of similar quality to that which the applicant would plan on building, with the exception that the roof of the actual structure may be pitched. In either case, the exception will apply to allow for up 20% of the 15-foot maximum height requirement for accessory dwelling units.

Suggested Motion

Move the Planning Commission approve: 1) the requested plat amendment (lot split) for the current Lot 14 of the Lakeview Hills Subdivision Plat A; and 2) the enclosed deed restriction for

the New Lot which must be recorded concurrent with the recordation of the final plat for the plat amendment; and 3) a building height special exception of up to 20% of the required 15 (up to 18 feet) -- all of which are subject to all applicable Farmington City development standards and ordinances including DADU Parcel compliance.

Findings:

1. Upon the sale of the New Lot to an owner different than the owner of the Existing Lot, the deed restriction ensures that any existing or future SSF dwelling on the New Lot must be owner occupied for two years from the start of such initial occupancy.
2. The New Lot and Existing Lot together constitute a DADU parcel and meet all City requirements and standards for the same. A DADU parcel is "a defined area of ground which contains only two lots, each with a dwelling, and which, if combined together as one lot, including the structures thereon, meets the building lot, building placement, building height, parking standards, and other requirements of the underlying zone". (Section 11-28-200 F 2.)
3. The Planning Commission is responsible for subdivision review and approval to enable the creation of an SSF, and City staff is responsible for SSF site plan/building permit review and approval. Accordingly, this subdivision application for consideration by the Commission does not include a site plan for the SSF.
4. The building height special exception appear to meet the approval standards of 11-3-045 E2.

Supplemental Information

1. Vicinity map
2. Proposed Plat Amendment
3. Deed Restriction

11-3-045: SPECIAL EXCEPTIONS:

A special exception requires careful review of such factors as location, design, configuration and/or impacts to determine the desirability of authorizing its establishment on any given site. This section sets forth procedures for considering and approving special exceptions to the provisions of this title.

B. Authority: When expressly provided for under the provisions of this title, the Planning Commission is authorized to approve special exceptions to the provisions of this title in accordance with the terms and provisions set forth in this section. When pertaining to an adjustment to the height of a building, the Planning Commission may authorize an adjustment of up to twenty percent (20%) of the prescribed requirement.

4. The Planning Commission shall hold a public hearing, except as provided in D.2. above, and thereafter shall approve, approve with conditions or deny the application pursuant to the standards set forth in subsection E of this section. Any conditions of approval shall be limited to conditions needed to conform to the special exception to approval standards.

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

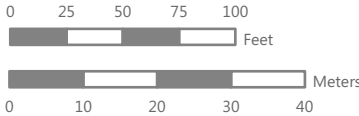
1. Conditions may be imposed as necessary to prevent or minimize adverse effects upon other property or improvements in the vicinity of the special exception, upon the City as a whole, or upon public facilities and services. These conditions may include, but are not limited to, conditions concerning 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; and
- c. Is located on a lot or parcel of sufficient size to accommodate the special exception.



VICINITY MAP 262 E Paulette Way



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

LAKEVIEW HILLS SUBDIVISION
PLAT "A"
FIRST AMENDMENT

AMENDING LOT 14 OF LAKEVIEW HILLS
SUBDIVISION PLAT "A"

LOCATED IN THE NORTHEAST QUARTER OF
SECTION 30, TOWNSHIP 3 NORTH, RANGE 1
EAST, SALT LAKE BASE & MERIDIAN

BOUNDARY DESCRIPTION

PARCEL 07-064-0014

LOT 14, OF LAKEVIEW HILLS SUBDIVISION PLAT "A", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE
AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

AS SEEN ON WARRANTY DEED ENTRY NUMBER 3325501, BOOK 7655, PAGE 2544, IN THE OFFICE OF THE
DAVIS COUNTY RECORDER, STATE OF UTAH.

NARRATIVE

THIS SURVEY WAS ORDERED BY HAL WALDO IN ORDER TO RETRACE THE BOUNDARY OF DAVIS COUNTY
PARCEL 07-064-0014 FOR THE PURPOSE OF AMENDING LOT 14, PLAT OF LAKEVIEW HILLS SUBDIVISION PLAT
"A" AS SHOWN HEREIN.

THE BOUNDARY FOR SAID PARCEL WAS DETERMINED BY ROAD IMPROVEMENTS WITHIN LAKEVIEW HILLS
SUBDIVISION PLAT "A"; MANY FOUND PK NAILS AND PLUGS IN THE SIDEWALK THROUGHOUT THE
SUBDIVISION; AND THE PHYSICAL OCCUPATION ON THE SOUTH LINE OF THE SUBDIVISION.

OFFSETS TO FRONT PROPERTY CORNERS WERE RECOVERED FOR 8 LOTS WITHIN THE SUBDIVISION. FOUND
PK NAILS AND PLUGS IN THE SIDEWALK WITHIN THE SUBDIVISION WERE INCONSISTENTLY OFF OF
CALCULATED PROPERTY LINE EXTENSIONS. ANY ROTATION OR TRANSLATION OF CALCULATED SUBDIVISION
LOTS TO ATTEMPT TO MATCH FOUND PROPERTY CORNER OFFSETS FOR ANY ONE LOT RESULTED IN
EQUALLY WORSE CALCULATED RESULTS ON OTHER LOTS WHEN COMPARED TO THEIR PERSPECTIVE FOUND
PROPERTY CORNER OFFSETS. NO EXISTING REAR PROPERTY CORNERS WERE RECOVERED.

THE BASIS OF BEARING FOR THIS SURVEY IS THE MONUMENTED LINE BETWEEN A FOUND WITNESS CORNER
FOR THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE
AND MERIDIAN AND A FOUND WITNESS CORNER FOR THE NORTH QUARTER CORNER OF SECTION 30,
TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; HAVING A MEASURED BEARING OF
NORTH 04°21'58" WEST, UTAH STATE PLANE GRID BEARING.

PARCEL AMENDMENTS

PARCEL 14 A:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 1
EAST, SALT LAKE BASE & MERIDIAN, DAVIS COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WITNESS CORNER TO THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 3
NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 15°18'45" EAST 1,222.45 FEET TO THE
MOST NORTHERN CORNER OF LOT 14 OF LAKEVIEW HILLS SUBDIVISION PLAT "A" ACCORDING TO THE OFFICIAL
PLAT THEREOF; THENCE SOUTH 37°33'40" WEST 54.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING
SOUTH 37°33'40" WEST 39.30 FEET; THENCE SOUTH 71.58 FEET; THENCE SOUTH 89°52'00" EAST 25.00 FEET;
THENCE NORTH 59.56 FEET, THENCE NORTH 69°53'22" WEST 1.76 FEET, THENCE NORTH 29°44'07" EAST 35.35
FEET, THENCE NORTH 54°48'27" WEST 20.71 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EXISTING EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.

PARCEL CONTAINS: 2,502.320 SQ. FT / 0.0574 ACRES MORE OR LESS

PARCEL 14 B:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 1
EAST, SALT LAKE BASE & MERIDIAN, DAVIS COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WITNESS CORNER TO THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 3
NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 15°18'45" EAST 1,222.45 FEET TO THE
POINT OF BEGINNING; THENCE SOUTH 37°33'40" WEST 54.59 FEET; THENCE SOUTH 71.58 FEET; THENCE SOUTH 89°52'00"
EAST 25.00 FEET; THENCE NORTH 59.56 FEET, THENCE NORTH 69°53'22" WEST 1.76 FEET; THENCE SOUTH 29°44'07"
EAST 35.35 FEET; THENCE NORTH 54°48'27" WEST 20.71 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND THE OPERATION, INSTALLATION, AND
MAINTENANCE OF UTILITIES AS SHOWN HEREON AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT 5.00 FEET OF EACH SIDE OF THE FOLLOWING DESCRIBED LINE, MEASURED AT RIGHT ANGLES, COMMENCING AT
THE WITNESS CORNER TO THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE
BASE & MERIDIAN; THENCE SOUTH 15°18'45" EAST 1,222.45 FEET TO A POINT ON A 200 FOOT RADIUS CURVE TO THE LEFT;
THENCE ALONG SAID CURVE 7.83 FEET (CHORD BEARING SOUTH 53°33'34" EAST 7.83 FEET) TO THE POINT OF BEGINNING AND CENTERLINE
OF SAID EASEMENT; THENCE SOUTH 36°56'58" WEST 54.39 FEET TO A POINT ON THE NORTHERN MOST BOUNDARY
LINE OF PARCEL 14A, LAKEVIEW HILLS SUBDIVISION PLAT "A", FIRST AMENDMENT.

SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE AT THE BOUNDARY LINES OF PARCEL 14A &
ALSO 14B, AS SHOWN ON LAKEVIEW HILLS SUBDIVISION PLAT "A", FIRST AMENDMENT.

SUBJECT TO ALL EXISTING EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.

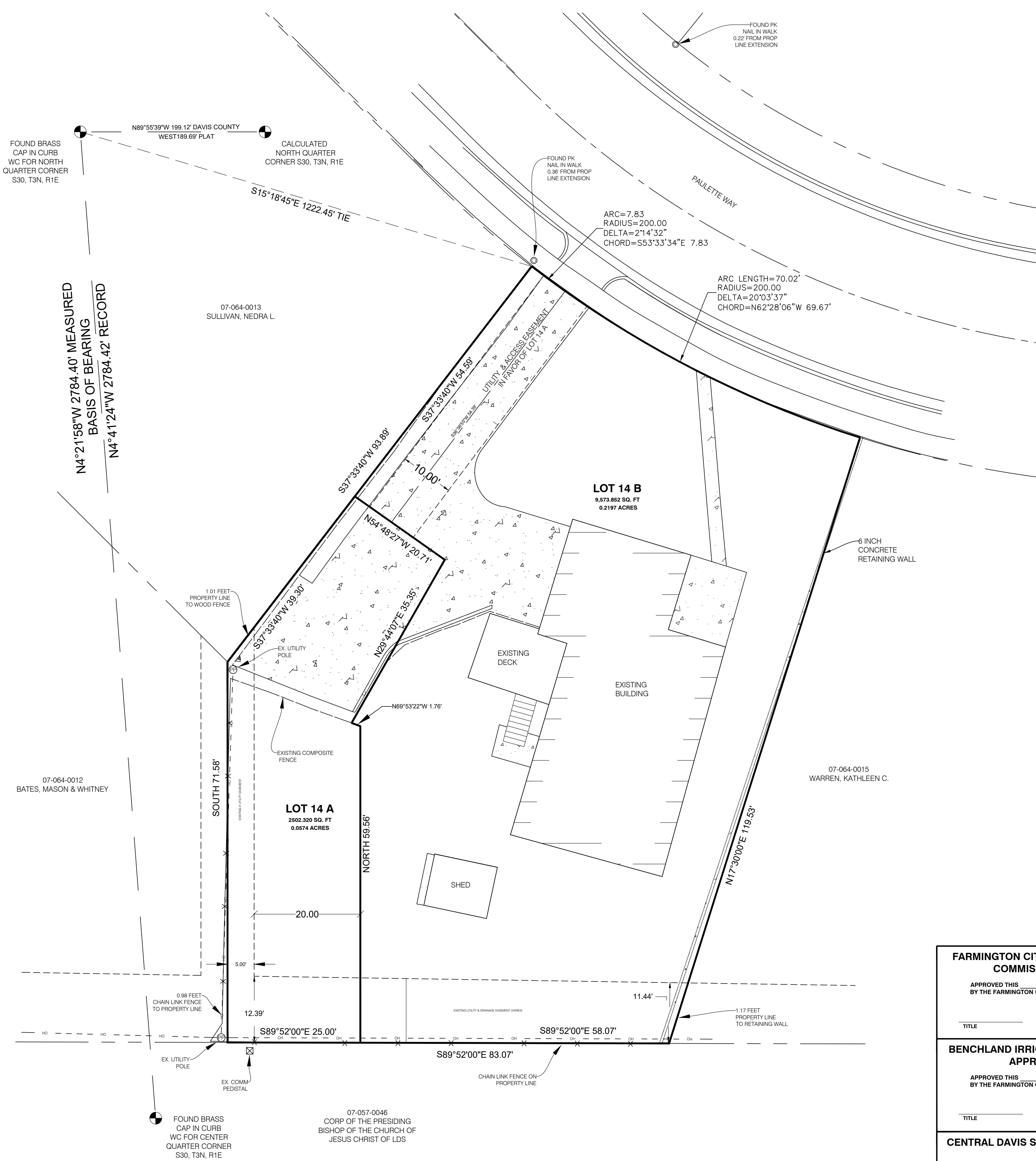
PARCEL CONTAINS: 9,573.852 SQ. FT / 0.2197 ACRES MORE OR LESS

LEGEND

- MONUMENT AS NOTED
- PROPERTY CORNER AS NOTED
- CALCULATED POINT
- SECTION LINE
- PROPERTY LINE
- ADJOINER
- STREET CENTERLINE
- ORIGINAL LOT
- EASEMENT
- WOOD FENCE
- METAL FENCE
- COMPOSITE FENCE
- CHAIN LINK FENCE
- OVERHEAD UTILITY LINE

NOTES

- LOT 14 A SHALL CONVEY ALL STORMWATER RUNOFF TO THE EXISTING DRAINAGE
EASEMENT. LOT 14 B IS GRANTED THE RIGHT TO CONVEY STORMWATER ACROSS LOT 14
A TO THE EXISTING DRAINAGE EASEMENT. THE OWNER OF THE SERVIENT LOT SHALL
NOT OBSTRUCT OR IMPEDE SUCH CONVEYANCE.
- NO TITLE SEARCH WAS PERFORMED AS PART OF THIS SURVEY. THIS SURVEY IS
BASED ON FIELD MEASUREMENTS AND AVAILABLE RECORDED INFORMATION ONLY.
ADDITIONAL EASEMENTS OR RESTRICTIONS MAY EXIST.
- VISIBLE UTILITIES AND IMPROVEMENTS ARE SHOWN FOR REFERENCE ONLY.
UNDERGROUND UTILITIES WERE NOT LOCATED. CALL 811 PRIOR TO EXCAVATION.
- ALL MEASUREMENTS ARE SHOWN IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
- THE BOUNDARY LINES SHOWN HEREON ARE A REPRESENTATION OF THE SIGNED
PROFESSIONAL LAND SURVEYORS OPINION BASED ON THE RECOVERED BOUNDARY
EVIDENCE AND FACTS AVAILABLE AT THE TIME OF THE SURVEY.



OWNERS DEDICATION

THE UNDERSIGNED ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON, BEING A
PORTION OF THE PROPERTY PLATTED AS LAKEVIEW HILLS SUBDIVISION PLAT "A", RECORDED IN
THE DAVIS COUNTY RECORDER'S OFFICE AS ENTRY NO. 3325501, BOOK 7655, PAGE 2544, AND DO
HEREBY CAUSE THIS AMENDMENT TO BE MADE AND KNOWN AS:

LAKEVIEW HILLS PLAT "A" FIRST AMENDMENT

THE UNDERSIGNED OWNER(S) HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A
PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN OR
MODIFIED ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND
OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY
CONVEY ANY OTHER EASEMENTS AS SHOWN AND/OR NOTED ON THIS AMENDED PLAT TO THE
PARTIES INDICATED AND FOR THE PURPOSES SHOWN AND/OR NOTED HEREON.

THE UNDERSIGNED OWNER(S) HEREBY CONVEY(S) A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR
INGRESS, EGRESS, AND ACCESS, TOGETHER WITH THE RIGHT TO INSTALL, MAINTAIN, AND
OPERATE UNDERGROUND AND OVERHEAD UTILITIES AND FACILITIES OVER THE AREA SHOWN
HEREON AS THE UTILITY AND ACCESS EASEMENT, INCLUDING THE PORTION THAT CROSSES OVER
THE 5 FOOT PUBLIC-PRIVATE UTILITY EASEMENT SHOWN HEREON, FOR THE BENEFIT OF PARCEL 14
A, ITS SUCCESSORS AND ASSIGNS. SAID EASEMENT IS FOR UTILITIES, VEHICULAR AND
PEDESTRIAN ACCESS, TOGETHER WITH THE RIGHT TO MAINTAIN, REPAIR, AND IMPROVE THE
SAME, SUBJECT TO THE PRIOR RIGHTS OF THE EXISTING 5 FOOT UTILITY EASEMENT FOR
INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITY LINES AND FACILITIES.

THE UNDERSIGNED HEREBY AMEND SAID PLAT AS SHOWN HEREON, AND CONSENT TO THE
RECORDING OF THIS AMENDED PLAT.

DATE
PRINT SIGNATURE

NEW EASEMENT DESCRIPTION

A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND THE OPERATION,
INSTALLATION, AND MAINTENANCE OF UTILITIES AS SHOWN HEREON AND MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

AN EASEMENT 5.00 FEET OF EACH SIDE OF THE FOLLOWING DESCRIBED LINE, MEASURED AT RIGHT
ANGLES, COMMENCING AT THE WITNESS CORNER TO THE NORTH QUARTER CORNER OF SECTION 30,
TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 15°18'45" EAST
1,222.45 FEET TO A POINT ON A 200 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 7.83
FEET (CHORD BEARING SOUTH 53°33'34" EAST 7.83 FEET) TO THE POINT OF BEGINNING AND CENTERLINE
OF SAID EASEMENT; THENCE SOUTH 36°56'58" WEST 54.39 FEET TO A POINT ON THE NORTHERN MOST
BOUNDARY LINE OF PARCEL 14A, LAKEVIEW HILLS SUBDIVISION PLAT "A", FIRST AMENDMENT.

SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE AT THE BOUNDARY LINE
OF PARCEL 14A & 14B, AS SHOWN ON LAKEVIEW HILLS SUBDIVISION PLAT "A", FIRST AMENDMENT.

SURVEYORS CERTIFICATE

I, SKYLER MOSLEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND
SURVEYOR AND THAT I HOLD LICENSE NO. 14227996 IN ACCORDANCE WITH UTAH
CODE TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND
SURVEYORS LICENSING ACT, AND THAT I HAVE MADE A SURVEY OF THE FOLLOWING
DESCRIBED PROPERTY, HAVE PLACED MONUMENTS AS REPRESENTED ON THIS
SURVEY, AND THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY
KNOWLEDGE.



FARMINGTON CITY ATTORNEY
APPROVAL

APPROVED THIS ____ DAY OF ____, 2026
BY THE FARMINGTON CITY ENGINEER

SIGNATURE

FARMINGTON CITY PLANNING
COMMISSION

APPROVED THIS ____ DAY OF ____, 2026
BY THE FARMINGTON CITY ENGINEER

TITLE SIGNATURE

BENCHLAND IRRIGATION DISTRICT
APPROVAL

APPROVED THIS ____ DAY OF ____, 2026
BY THE FARMINGTON CITY ENGINEER

TITLE SIGNATURE

CENTRAL DAVIS SEWER DISTRICT

APPROVED THIS ____ DAY OF ____, 2026
BY THE FARMINGTON CITY COUNCIL

TITLE SIGNATURE

FARMINGTON CITY ENGINEERS
CERTIFICATE

APPROVED THIS ____ DAY OF ____, 2026
BY THE FARMINGTON CITY ENGINEER

SIGNATURE

FARMINGTON CITY COUNCIL
APPROVAL

APPROVED THIS ____ DAY OF ____, 2026
BY THE FARMINGTON CITY COUNCIL

TITLE SIGNATURE

FARMINGTON CITY RECORDER

APPROVED THIS ____ DAY OF ____, 2026
BY THE FARMINGTON CITY RECORDER

SIGNATURE

PLAT AMENDMENT

AMENDING LOT 14, LAKEVIEW HILLS SUBDIVISION PLAT "A"

262 E PAULETTE WAY
FARMINGTON, UTAH, 84025

FOR: HAL B. WALDO

Date:

Revision:

RIDGEBORN LLC

9048 S GREENWOOD DR
SANDY, UT 84070

WWW.RIDGEBORNSURVEYS.COM

SHEET

1/1

Date: 11 JUNE 2026

Drawn By: SM

Reviewed By: SM

Drawing Scale:
1" = 10'

19 MAY 2026

PROJECT NO. 24-008

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Contractor/builder/owner shall make all necessary modifications during construction process to comply with the I.R.C. (International Residential Code), latest editions, or applicable codes at site. Contractor to verify all dimensions & existing site conditions prior to construction.

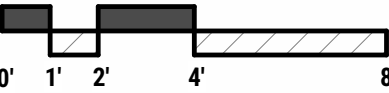
office@esaidesigns.com
801.362.6658

MODEL
HOME #1

DESIGN SET

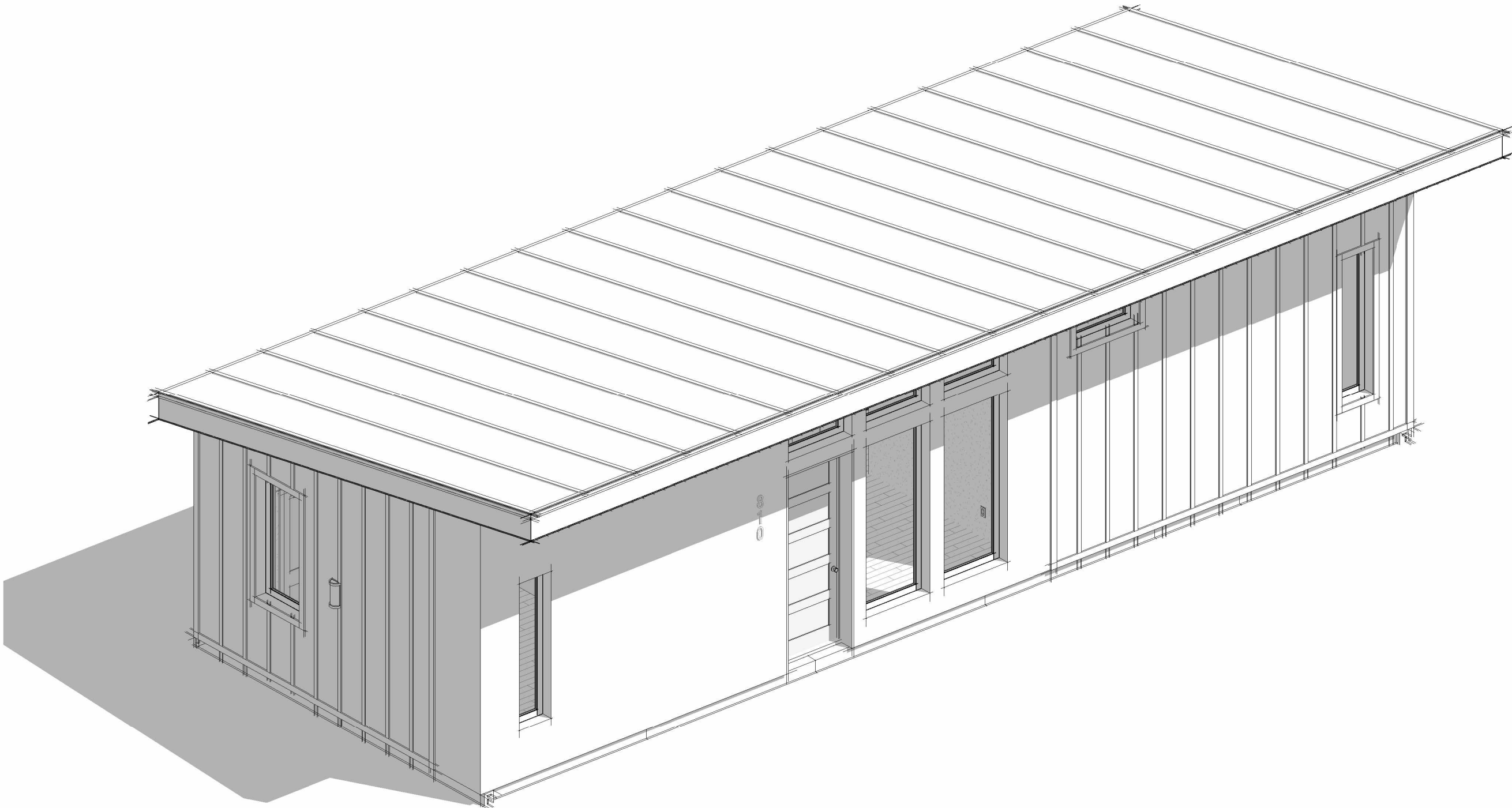
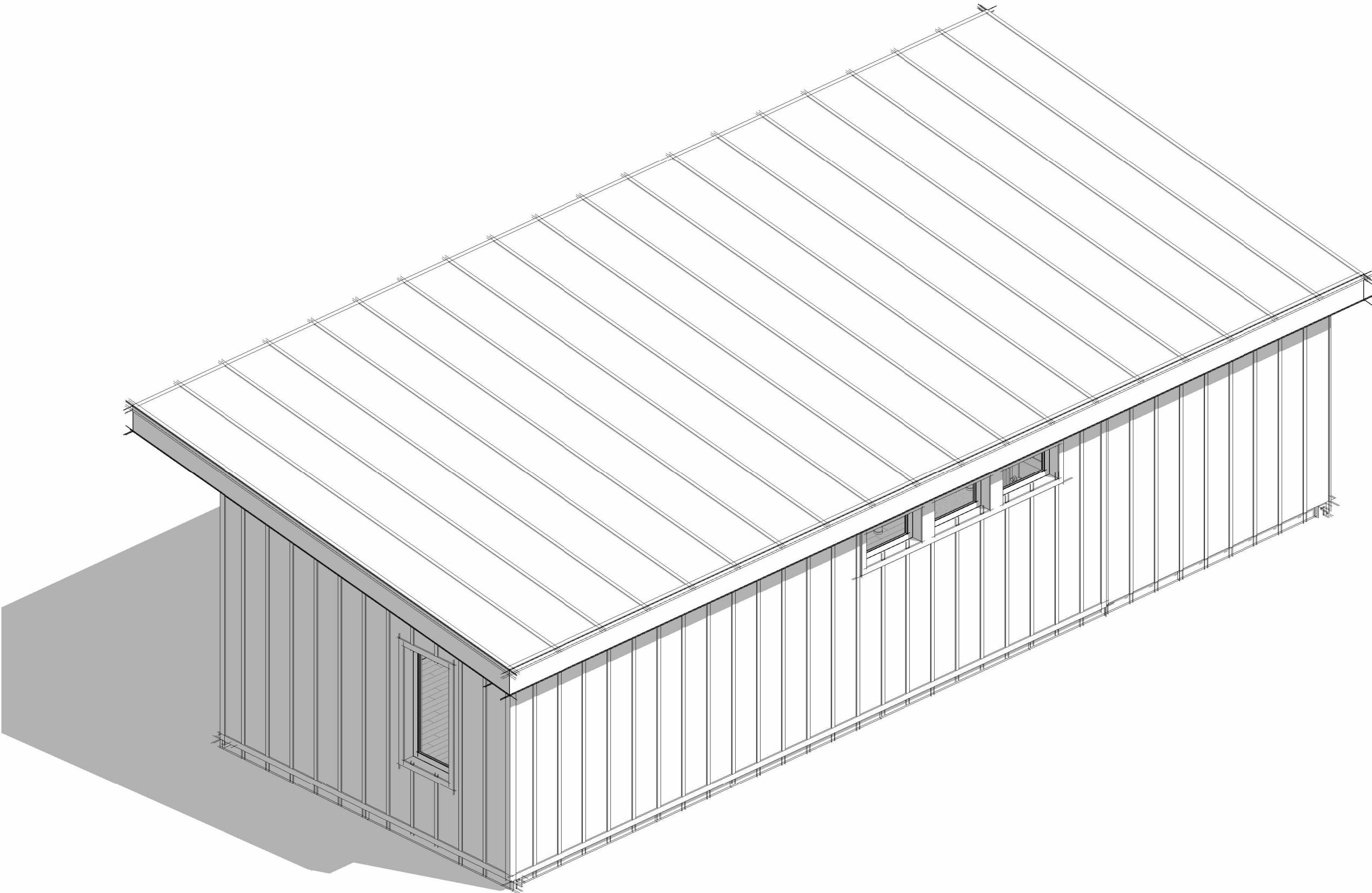
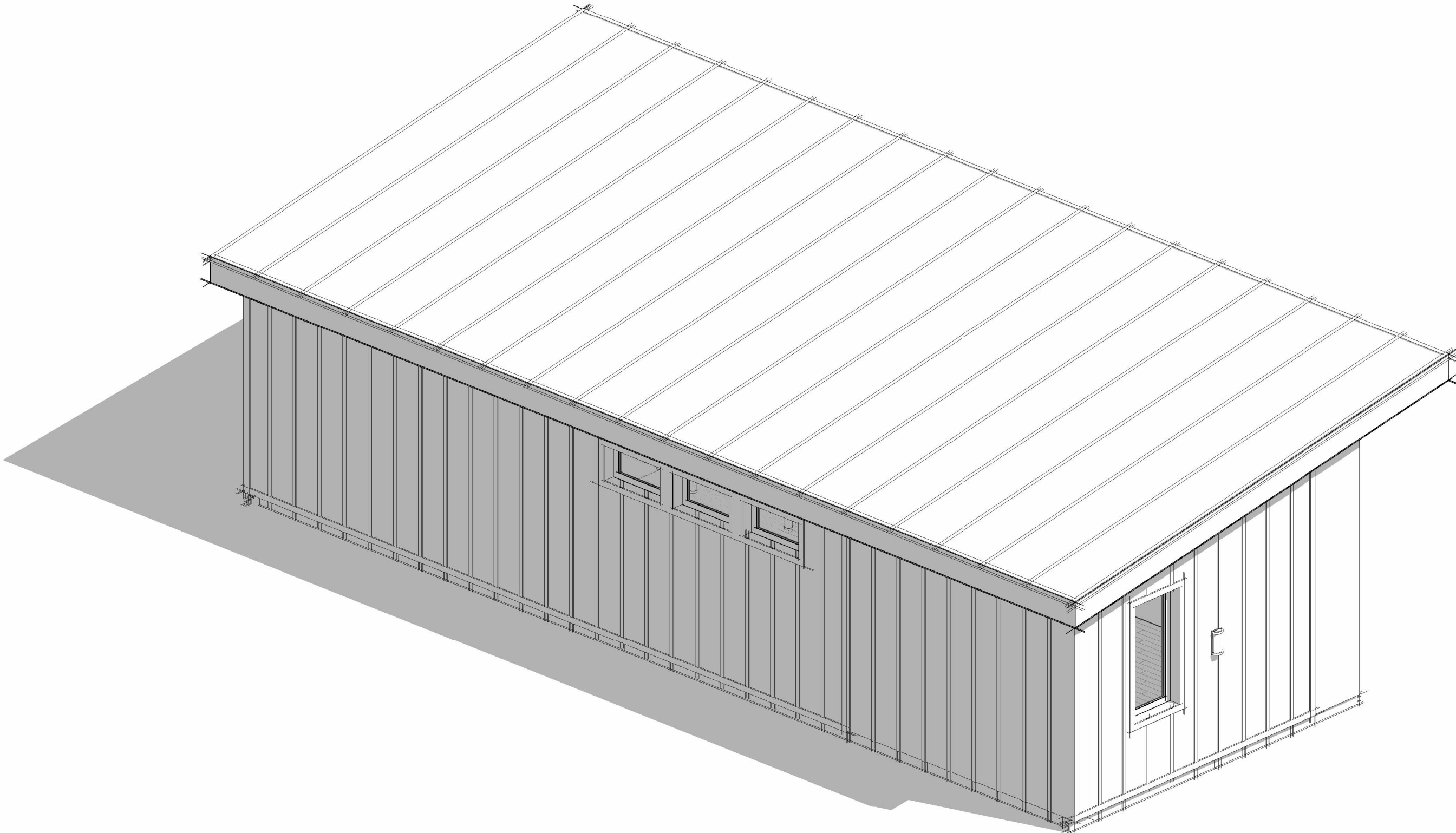
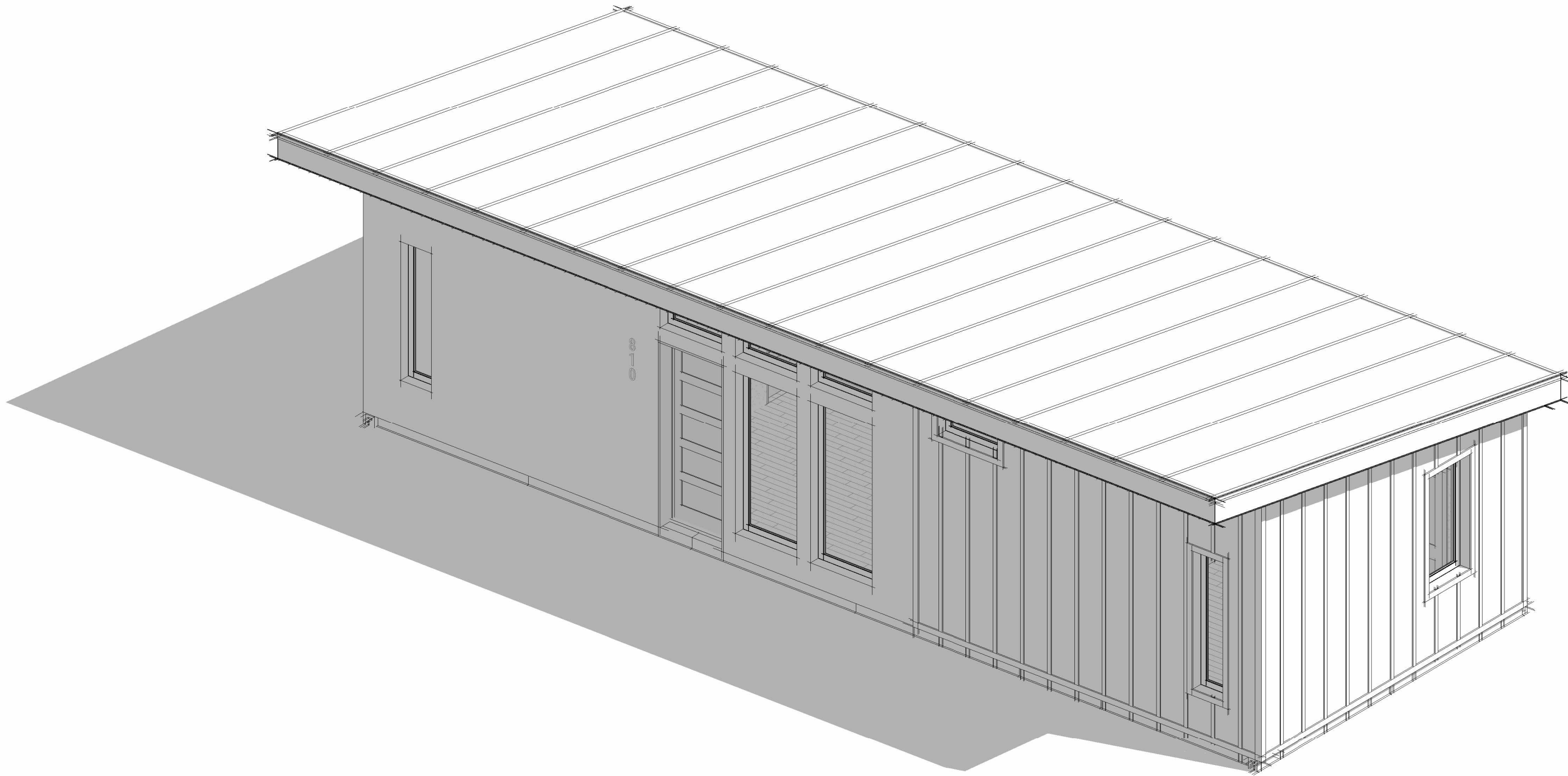
Revisions

Scale



PERSPECTIVES

A100



GENERAL NOTES - FLOOR PLAN

- A. DIMENSIONS ARE TO BE FROM THE FACE OF FRAMING, UNO.
- B. DIMENSIONS TAKE PRECEDENCE OVER DRAWINGS. DO NOT SCALE DRAWINGS. NOTIFY THE ARCHITECT OF DISCREPANCIES PRIOR TO PROCEEDING WITH THE WORK.
- C. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS AND METHODS AND SHALL MAINTAIN THE STRUCTURAL INTEGRITY OF CONSTRUCTION UNTIL THE WORK IS COMPLETED.
- D. SEE STRUCTURAL DRAWINGS FOR STRUCTURAL WALL OR WALL SHEATHING INFORMATION.
- E. KEYNOTES APPLY TO RESPECTIVE SHEETS. ALL KEYNOTES MAY NOT OCCUR ON THIS SHEET AND DO NOT APPLY TO ANY OTHER SHEETS EXCEPT THOSE NOTED.
- F. SEE THE ROOM FINISH SCHEDULE FOR FURTHER FINISH AND MATERIAL INFORMATION
- G. REFERENCE FINISH PLANS, IF AVAILABLE, FOR DETAILS OF TRANSITIONS BETWEEN FLOORING MATERIALS
- H. SEE SHEET A001 FOR ASSEMBLY INFORMATION.
- I. ARCHITECTURAL REFERENCE ELEVATION 0'-0" = XX' ON SURVEY, SITE, AND CIVIL DOCUMENTS.
- J. ALL INTERIOR DOORS TO BE EITHER 4" FROM ADJACENT WALLS OR CENTERED BETWEEN TWO EQUAL DISTANCED WALLS, UNO.

KEYED NOTES

- 1.B01 Vanity & sink as per Owner
- 1.B02 Contractor to ensure that there is a 21" minimum clearance in front of water closet, and a 15" minimum clearance (measured from center line of water closet) on each side; all tank type water closets are to have a flow rate not greater than 1.0 gallons per flush
- 1.B03 Tubs & showers with tiled walls are to have Portland cement application, fiber cement, or glass mat gypsum backer; all showers to have a flow rate of not more than 2.0 gpm
- 1.B04 Provide anti-scald shower valve on all tubs, showers, etc
- 1.B05 Provide fiber cement glass mat at all bathroom, garage, kitchen, and utility wet walls
- 1.C01 Built-in cabinetry as per Owner
- 1.C03 Closet rod & shelf as per Owner
- 1.K01 Kitchen sink as per Owner
- 1.K03 Range/cooktop with hood above as per Owner; hood exhaust shall discharge to the outdoors through a duct with a smooth interior surface, shall be air tight, shall be equipped with a back-draft damper and shall be independent of all other exhaust systems, as per IRC
- 1.K05 Refrigerator space (with installed water line) as per Owner

WALL SCHEDULE

MARK	DESCRIPTION
02A1	INTERIOR WALL 2X4
03B1	EXTERIOR WALL SIDING

WINDOW SCHEDULE

MARK	W	H	H.HEIGHT	COMMENTS
A	3'-0"	7'-0"	8'-0"	
A	3'-0"	7'-0"	8'-0"	
B	3'-0"	1'-6"	10'-2"	
B	3'-0"	1'-6"	8'-0"	
B	3'-0"	1'-6"	8'-0"	
B	3'-0"	1'-6"	8'-0"	
C	3'-0"	1'-6"	10'-2"	
C	3'-0"	1'-6"	10'-2"	
C	3'-0"	1'-6"	10'-2"	
D	1'-6"	6'-0"	8'-0"	
D	1'-6"	6'-0"	8'-0"	
E	2'-6"	5'-0"	8'-0"	
E	2'-6"	5'-0"	8'-0"	

DOOR SCHEDULE

TYPE	MARK	W	H	COMMENTS	#
A	101	3'-0"	8'-0"		1
B	106	2'-6"	6'-8"		1
B	105	2'-6"	6'-8"		1
B	102	2'-6"	6'-8"		1
C	107	4'-0"	6'-8"		1
C	108	4'-0"	6'-8"		1
C	104	4'-0"	6'-8"		1
C	103	4'-0"	6'-8"		1

FINISH FLOOR LEGEND

- Type A:
Concrete Floor
- Type B:
Luxury Vinyl Tile Floor. Verify w/ owner.
- Type C:
24" x 48" Porcelain Tile. Verify w/ owner.

ESAI
STUDIO

19 MAY 2026

PROJECT NO. 24-008

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Contractor/builder/owner shall make all necessary modifications during construction process to comply with the I.R.C. (International Residential Code), latest editions, or applicable codes at site. Contractor to verify all dimensions & existing site conditions prior to construction.

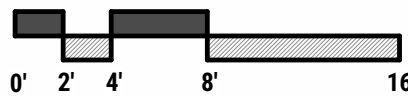
office@esaidesigns.com
801.362.6658

MODEL
HOME #1

DESIGN SET

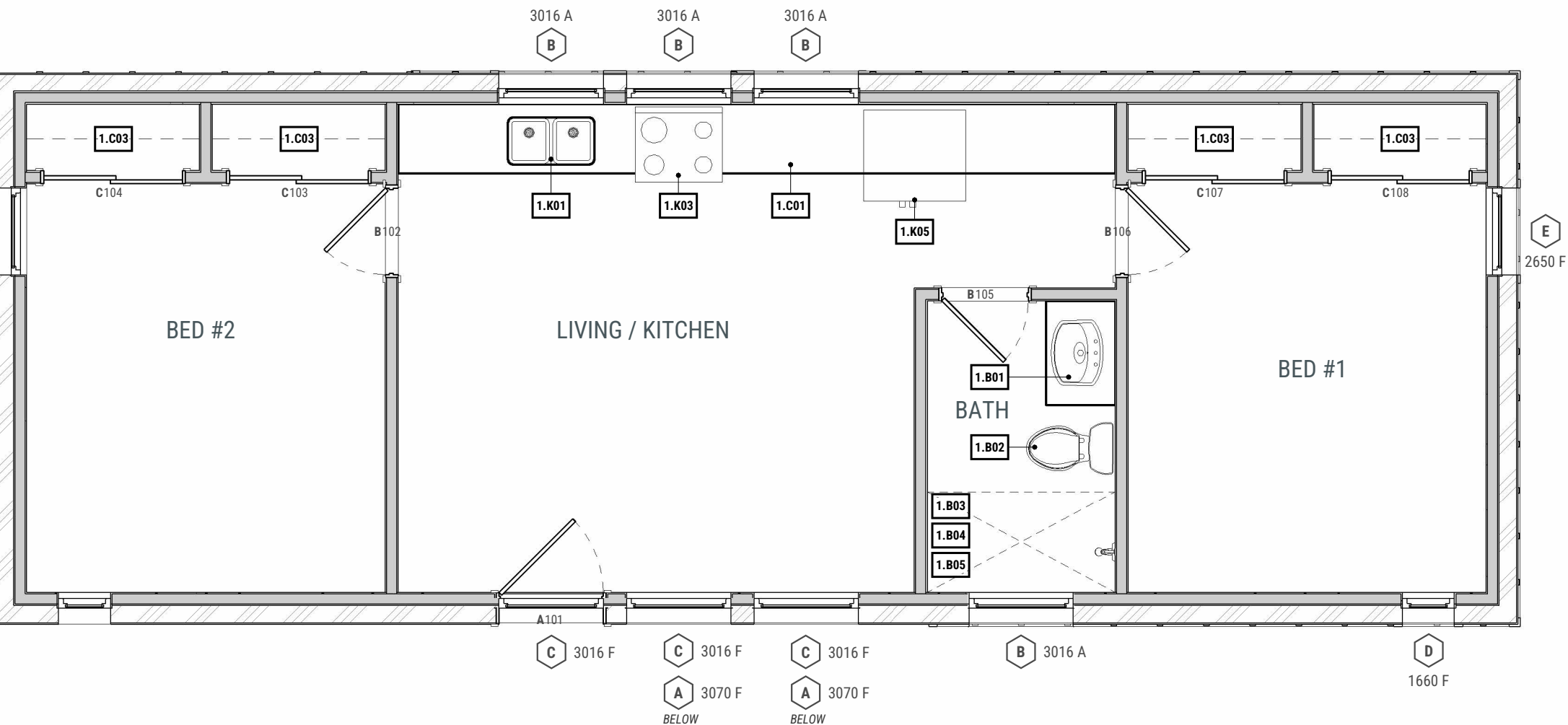
Revisions

Scale As indicated

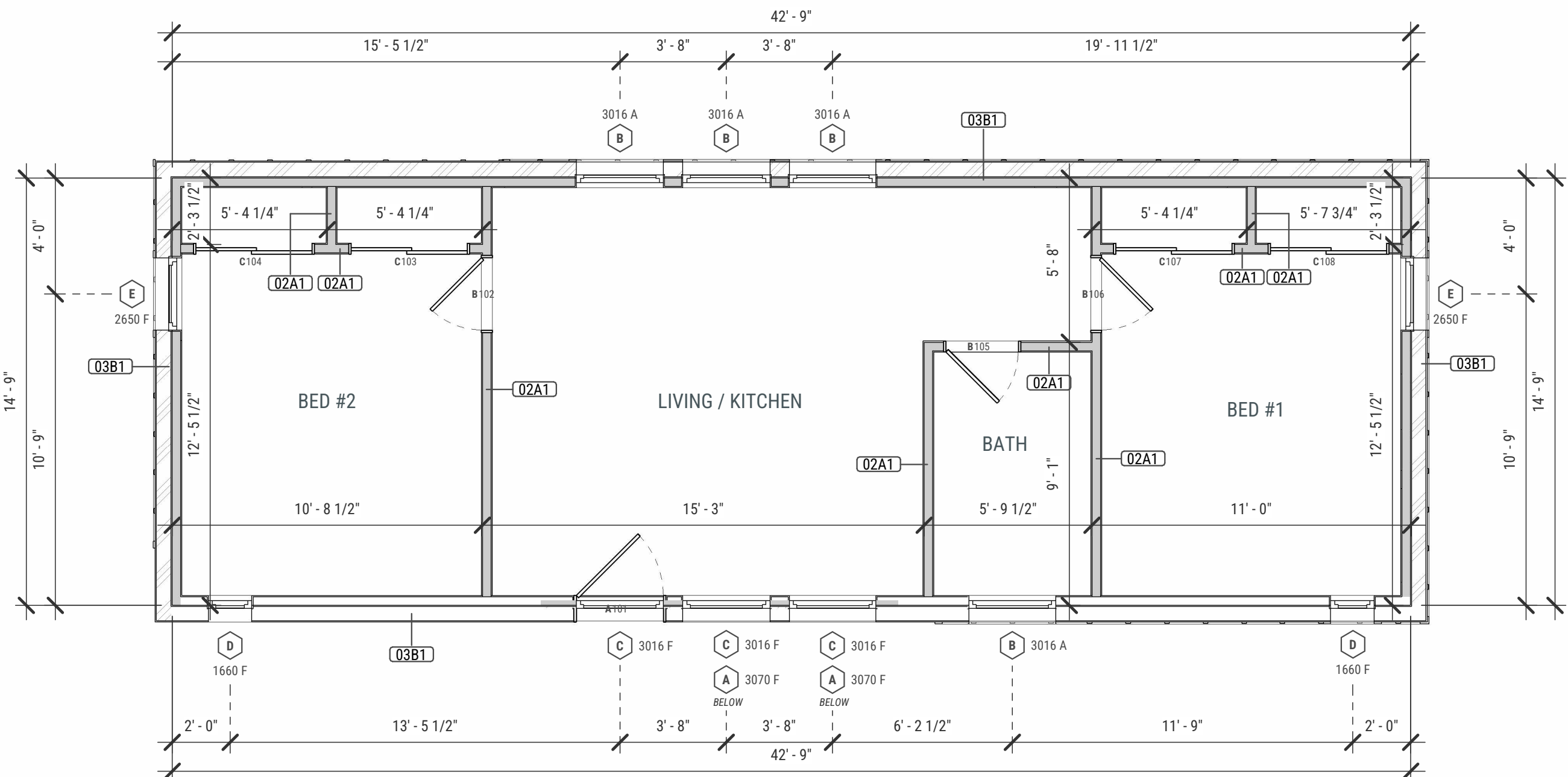


PLANS

A101



1 MAIN LEVEL FLOOR PLAN
SCALE: 1/4" = 1'-0"



A. ELEVATION KEYNOTES APPLY TO SHEET A301. ALL KEYNOTES MAY NOT OCCUR ON THIS SHEET AND DO NOT APPLY TO ANY OTHER SHEETS EXCEPT THOSE NOTED.

B. SEE A001 FOR VERTICAL AND HORIZONTAL ASSEMBLIES

EXTERIOR MATERIAL XM-1

BASIS OF DESIGN:
METAL ROOF

EXTERIOR MATERIAL XM-2

BASIS OF DESIGN:
VERTICAL BOARD & BATTEN

- 2.02 Continuous 24ga pre-finished drip edge typical U.N.O., color as per Owner
- 2.05 Provide soffit, ridge, & J-vents for adequate attic ventilation equal to 1/300 of attic space as per IRC
- 3.01 All exterior openings to be counter flashed and/or caulked (door, windows, and pipe penetrations); for door & window information - see sheet A901
- 3.02 Fascia & soffit, color by Owner
- 3.05 Fiber cement vertical board & batten siding as per Owner
- 3.14 Building address must be clearly visible and legible from the adjacent public way or street. Address letters/numbers shall be minimum 4 inches high, with a minimum stroke width of 1/8 inch, and shall contrast with their background. CRC R319.1.
- 3.17 Siding trim sizing to be verified by manufacturer and owner on site. It is currently drawn at 4".



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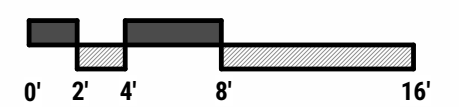
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office@esaidesigns.com
801.362.6658

DESIGN SET

visions

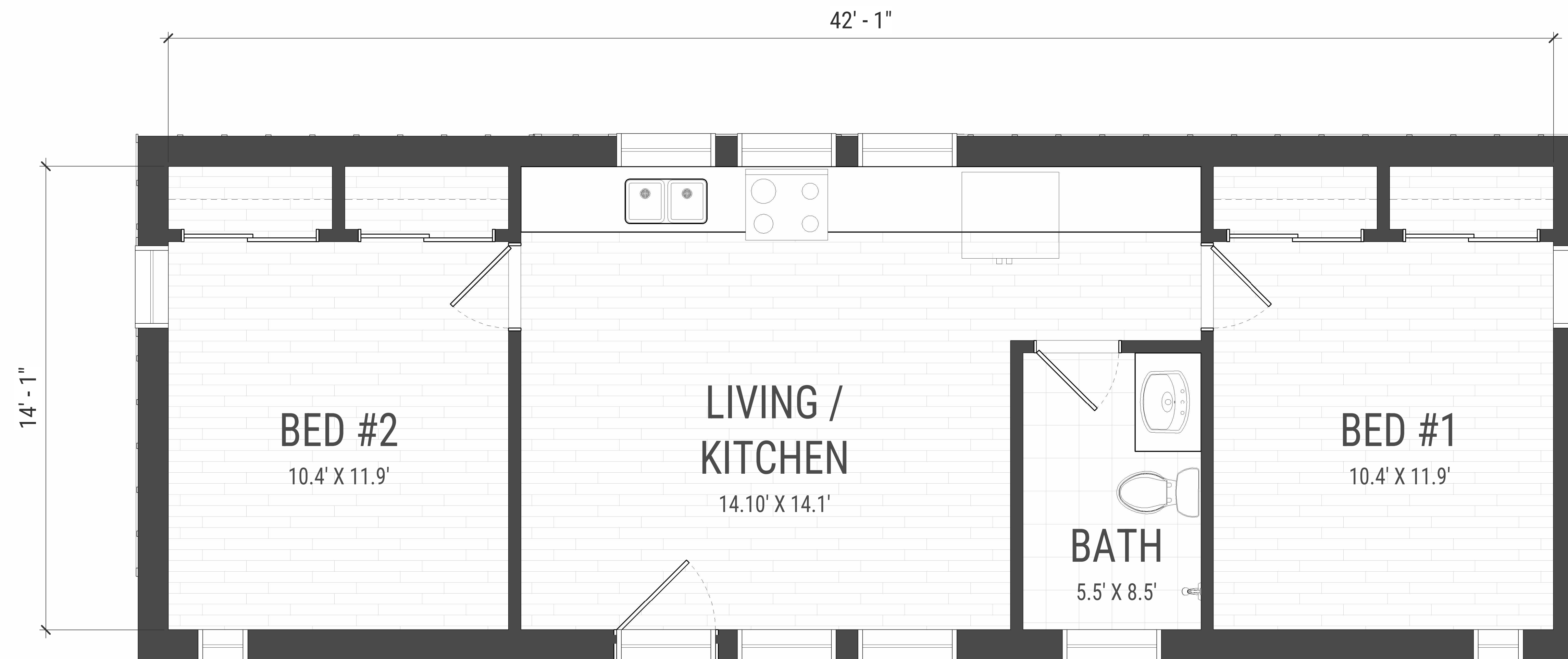
As indicated



ELEVATIONS

A201









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

DEED RESTRICTION
Owner Occupancy
Governing For-Sale Accessory Dwelling Unit Parcel

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

WITNESSETH:

A. Grantor holds legal title to approximately ____ acres of land located at _____, which property is more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the "Development").

B. The Development consists of only two lots: 1) Lot ____ includes an existing primary detached single-family dwelling (the "Primary Dwelling Lot"), and 2) Lot ____ (the "Restricted Lot"), which was split from the Primary Dwelling Lot pursuant to Farmington City Zoning Code as a subordinate single-family lot ("SSF Lot"). The Primary Dwelling Lot and the Restricted Lot shall remain in unified ownership unless it meets the requirements of this Deed Restriction.

C. Farmington City has provided in its zoning code for the transfer of ownership for an SSF Lot. The SSF Lot continues to be connected to the Primary Dwelling Lot as per the City Code. Generally, an SSF Lot may be created in two ways: (1) by creating a parcel encompassing an existing detached accessory dwelling unit ("DADU") that was previously built on the Primary Dwelling Lot, or (2) creating an SSF parcel prior to the construction of a DADU. Regardless of the method, the owner-occupancy requirements of this Deed Restriction are not effective until the separation of ownership in SSF Lot from the Primary Dwelling Lot. If the DADU has not yet been built on the SSF Lot at the time of ownership separation, then the provisions of this Deed Restriction related to owner-occupancy are also contingent upon the issuance of a certificate of occupancy for the DADU on the SSF Lot.

D. The creation of SSF Lots are intended to provide more affordable home-ownership options to future Farmington residents, and therefore the initial tenure and occupancy period of a dwelling on an SSF Lot upon separate ownership from a Primary Dwelling Lot must be owner-occupied for an uninterrupted duration of no less than two

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

E. The lot subject to this deed restriction is an SSF Lot.

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

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

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

1. **Recitals Incorporated by Reference.** The foregoing recitals are incorporated by reference herein and made a part hereof.
2. **Definitions.** The following terms are defined for purposes of this Deed Restriction:
 - (a) "City" shall mean Farmington City, a political subdivision of the State of Utah.
 - (b) "Notice" means correspondence complying with the provisions of Section 6(b) of this Deed Restriction.
 - (c) "Restricted Lot" means the SSF Lot identified on the subdivision plat as Lot _____, and described in Section E of the recitals.
 - (d) "Tenant" means an occupant of the Restricted Lot other than an owner or operator.

3. **Owner-Occupancy Requirement.**

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

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

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

4. Enforcement.

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

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

5. Covenants to Run with the Property.

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

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

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

6. Miscellaneous Provisions.

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

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

Grantor:

Attn: _____

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

City:

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

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

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

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

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

(g) Binding Successors. This Deed Restriction shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns; provided, that Grantor may not assign this Deed Restriction or any

of its obligations hereunder without the prior written approval of City pursuant to the terms of this Deed Restriction. All future purchasers of this deed restricted lot accept the terms of this restriction by virtue of its appearance on the records of the Davis County Recorder and

(h) Termination. This Deed Restriction may be terminated by the written, mutual consent of both Grantor and the City of Farmington, which authorization must be rendered by the City Council. If this Deed Restriction is terminated as provided in this Section 6(h), the then-owner of the Property, or a portion thereof, or City may record a notice of such termination with the Davis County Recorder with the other party's consent and acknowledgement.

(i) Governing Law. This Deed Restriction is being executed and delivered in the State of Utah and shall in all respects be governed by, construed and enforced in accordance with the laws of said State without giving effect to any conflict of law provision or rule. Venue to resolve disputes regarding this Deed Restriction shall lie in the Second District Court of Utah, Farmington Division.

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

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

GRANTOR:

By: _____

Title: _____

STATE OF UTAH

ss:

COUNTY OF DAVIS

In _____ County on this _____ day of _____, 20____,
before me personally appeared _____,
the _____ of _____, to

me known, and known by me to be the party executing the foregoing instrument and he/she acknowledged said instrument, by him/her executed to be his/her free act and deed, in said capacity, and the free act and deed of _____.

Notary Public
Printed Name: _____
My Commission Expires: _____

The terms of this Deed Restriction are acknowledged by:

CITY:

By: _____

Name: _____

Title: _____

STATE OF UTAH

ss:

COUNTY OF DAVIS

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

Notary Public

Printed Name: _____

My Commission Expires: _____

Exhibit A

Development Property Description

Exhibit B

Property Description
& Identification of Restricted Lot