

WORK SESSION: A work session will be held at 5:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to answer any questions the City Council may have on agenda items. The public is welcome to attend.

CLOSED SESSION: A closed session will be held at 6:00 p.m. Minute motion adjourning to closed session for purposes of litigation.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, June 3, 2014, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

REPORTS OF COMITTEES/MUNICIPAL OFFICERS

7:05 Executive Summary for Planning Commission held May 22, 2014

PUBLIC HEARINGS:

7:10 Subdivision Ordinance Text Amendment regarding Flag Lots

7:20 Adaptive reuses to include Commercial Uses in the BR Zone

7:30 Additional Uses in the Mixed Use Zones

SUMMARY ACTION:

7:40 Minute Motion Approving Summary Action List

1. GeoTech Grant Match for Future Office Park
2. Proclamation Request for Local First Utah's Independents Week
3. Proposal and Contract with Stantec to Delineate Wetlands for Possible Detention Basin Project
4. Final Plat for the Farmington Hollow and Cottages at Farmington Hollow Conservation Subdivisions

CONTINUED BUSINESS:

7:45 The Haws Companies (THC) Zone Change, PMP, Development Agreement and Zone Text Change Applications

GOVERNING BODY REPORTS:

8:45 City Manager Report

1. Bell Estates 55' right-of-way Vacation

8:55 Mayor Talbot & City Council Reports

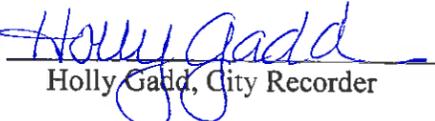
ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session, if necessary, for reasons permitted by law.

DATED this 29th day of May, 2014.

FARMINGTON CITY CORPORATION

By:  _____
Holly Gadd, City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.

CITY COUNCIL AGENDA

For Council Meeting:
June 3, 2014

SUBJECT: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is requested that City Council Member Brigham Mellor give the invocation/opening comments to the meeting and it is requested that Mayor Jim Talbot lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
June 3, 2014

S U B J E C T: Executive Summary for Planning Commission held May 22, 2014

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
JAMES YOUNG
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson, Associate Planner
Date: May 23, 2014
SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON May 22, 2014

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on May 22, 2014 [note: six commissioners attended the meeting—Chairman Brett Anderson, Mack McDonald, Kris Kaufmann, Rebecca Wayment, Kent Hinckley, and alternate commissioner Karolyn Lehn; excused commissioners were Heather Barnum and Michael Nilson.

Item #3 – Jason Harris/Fieldstone Homes (Public Hearing) -Applicant is requesting Preliminary Plat approval for the proposed Farmington Park Conservation Subdivision consisting of 74 lots on 39.75 acres located at approximately 1100 West and Glover Lane in an AE zone. (S-4-14)

Voted to approve this item as written in the staff report.

Vote: 5-0

Item #4 – Kenneth Steed (Public Hearing) – Applicant is requesting metes and bounds subdivision approval for the proposed Subdivision consisting of 2 lots on one acre located at 650 West and 500 South in an AE (Agricultural Estates) zone. (S-6-14)

Voted to recommend this item for approval as written in the staff report.

Vote: 3-2 with Kent Hinckley and Rebecca Wayment dissenting because they felt that this is a misapplication of the conservation subdivision.

Item #5 – Brian Tagge/Flowcal (Public Hearing) – Applicant is requesting conditional use approval for a temporary use of a shaved ice stand on property located at approximately 1000 West and Shepard Lane in the C (Commercial) Zone. (C-10-14)

Voted to approve this item as written in the staff report with an alteration to condition 1 as follows:

1- The use terminates no later than May 22, 2015.

Vote: 5-0

Item #6 – Russell Relyea (Public Hearing) - Applicant is requesting conditional use approval for a temporary use of a hot dog stand on property located at approximately 1000 West and Shepard Lane in the C (Commercial) Zone. (C-11-14)

Voted to approve this item as written in the staff report with an alteration to condition 1 as follows:

1- The use terminates no later than May 22, 2015.

Vote: 5-0

Item #7 – Ivory Homes (Public Hearing) – Applicant is requesting temporary conditional use permit approval for a sales office in Eastwood Estates model home on property located at 53 West Glover Lane in the LR (Large Residential) Zone. (C-6-14)

Voted to approve this item as written in the staff report.

Vote 5-0

Item #8 - Farmington City (Public Hearing) – Applicant is requesting a recommendation to amend the Zoning Ordinance by enacting Chapter 43 regarding a shorelands preservation zone related to conservation, recreation, a wildlife and waterfowl refuge, and parks. (ZT-6-14)

Voted to continue this item until the June 5 Planning Commission, as staff is not ready to move forward on this item.

Vote: 5-0

Item #9 - Farmington City (Public Hearing) – Applicant is requesting a recommendation to amend the Zoning Ordinance by modifying Chapter 12 regarding Conservation Subdivisions. (ZT-3-14)

The Commission continued this item to 5-22 because of the size of the text change.

Vote: 5-0

Item #10 - Farmington City (Public Hearing) – Applicant is requesting a recommendation to amend the Zoning Ordinance by modifying Chapter 12 regarding Conservation Subdivisions. (ZT-3-14)

Voted to table this item to give staff time to address some additional changes requested by the Planning Commission, including delineating three separate

Conservation Subdivision types from infill parcels to wetlands and agricultural land.

Vote: 5-0

Respectfully Submitted



Eric Anderson
Associate Planner

Review & Concur



Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
June 3, 2014

PUBLIC HEARING: Subdivision Ordinance Text Amendment regarding Flag Lots

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

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DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson, Associate City Planner
Date: May 23, 2014
SUBJECT: **SUBDIVISION ORDINANCE TEXT AMENDMENT REGARDING FLAG LOTS**

RECOMMENDATION

- 1) Hold a Public Hearing;
- 2) Move that the City Council amend Section 12-7-030(10) of the Subdivision Ordinance to read as follows:

12-7-030 Lots.

(10) Flag lots may be approved by the Planning Commission and the City Council and are prohibited except:

1. To reasonably utilize an irregularly shaped parcel;
2. To reasonably utilize land with severe topography;
3. To provide for the protection of significant natural or environmentally sensitive areas; or
4. To allow a property owner reasonable use and benefit of a parcel of land not otherwise developable.

The creation of a flag lot is a subdivision, therefore all applicable subdivision ordinances, standards and regulations apply. Flag lots are for single family residential dwellings only and are prohibited if the proposed flag lot will increase the number of access points onto a major thoroughfare or re-subdivide an existing lot or lots in a recorded subdivision.

The design requirements for a flag lot are as follows:

- a) A flag lot shall be comprised of a stem portion and a flag portion.
- b) The stem portion must be contiguous to a dedicated public street.
- c) All buildings can be placed on the flag portion only.

- d) The front yard shall be determined and approved by the zoning administrator at the time of building permit.
- e) A flag lot must comply with all requirements, standards and ordinances as determined by the underlying zone district in which it is located; this includes setbacks, building height, accessory buildings, minimum lot size, etc.
- f) Minimum lot size calculations exclude the stem and only take the flag portion of the lot into consideration.
- g) The stem shall be at least 28' wide and no longer than 150' long.
- h) The stem shall service one lot only.
- i) No more than two flag lots shall be allowed in a subdivision.
- j) For back-to-back flag lots, a reduction of each stem to 20' wide is permitted where the stems abut one another.
- k) The access drive shall be at least 20' wide and no greater than a 14% grade. The drive shall be paved with a hard surface such as asphalt or concrete and conform to all applicable Fire Code regulations, including access to fire hydrants, emergency access and turnarounds.
- l) The access drive must have a minimum of 4' wide landscaped yard along both sides where there are no abutting stems, in the case of abutting stems, then the outside edge of the abutting stems must have a 4' landscape strip.
- m) All utilities and related services (including easements) shall be provided to the flag lot in accordance with the applicable regulations and ordinances adopted by the City.

Findings:

1. The proposed amendment is reasonably necessary because there is too much flexibility in the current ordinance.
2. The design requirements in the updated ordinance labeled c, d, g, h, I, j, k and l are the changes to the previous ordinance, and these requirements give stricter definition to flag lots and allow for less flexibility in flag lot design.
3. In addition to those design requirements listed above, broadening the definition on when flag lots are prohibited, places stricter regulations on the use of flag lots and when they are allowed.
4. The Farmington City General Plan is based on the overall goal of creating within the community a healthy, attractive, and pleasant living environment for its residents. This goal is the most significant element underlying the General Plan. This text amendment strongly supports this goal.

BACKGROUND

On February 18th, 2014, the City Council reviewed the City's flag lot ordinance as a discussion item. Staff presented a draft rewrite of the ordinance and received both Planning Commission and City Council feedback concerning some of the language and both the Council and Commission generally felt that the ordinance in its current state is insufficient and should be changed to make the regulations of flag lots stricter. The general sentiment was that flag lots are a less than ideal solution to a development design problem, but that in certain cases, flag lots make sense and should be allowed. In these instances, it would be good to have more regulatory mechanisms in place to ensure that the creation of flag lots is designed as well as possible. In addition to the design requirements listed in the ordinance rewrite (above) the council suggested adding a requirement that addresses side by side flag lots, this was addressed in design requirements i and j. In those instances, two drives of 28' each may prove to

be superfluous. Therefore, in the event that a back-to-back flag lot is created the drives should have more flexibility as to the width and a contingency should be in the ordinance.

At the Planning Commission meeting of May 8th, this item was recommended for approval with some added language and revisions that are reflected in the rewrite (above), the original language that was changed read as follows:

- d) The front yard shall be considered one of the two sides of the flag portion that adjoins the stem and all buildings must face the front yard.
- k) The access drive shall be at least 20' wide and no greater than a 15% grade. The drive shall be paved with a hard surface such as asphalt or concrete and conform to all applicable Fire Code regulations, including access to fire hydrants, emergency access and turnarounds.
- l) The access drive must have a minimum of 4' wide landscaped yard along both sides.

Currently Farmington City Subdivision Ordinance 12-7-030(10) regulates how flag lots are to be developed. It states:

“(10) Flag lots may be approved by the Planning Commission in any residential zone where, due to unusual parcel dimension, configuration, or topographic conditions, traditional lot design is not feasible. Approval of flag lots shall not be permitted solely on the basis of economic benefit. Such lots shall meet the following criteria:

- (a) The stem of the lot shall be not less than twenty feet (20') in width and shall not exceed one hundred fifty feet (150') in length;*
- (b) The stem of the lot shall serve one lot only and shall have direct access to a dedicated and improved street;*
- (c) The nearest fire hydrant shall be located no further than one hundred fifty feet (150') from the nearest corner of the proposed building on the lot; and*
- (d) The body of the lot shall meet the lot size and dimensional requirements of the applicable zone. The stem area shall not be used in computing lot size. Proposed buildings shall comply with the minimum setbacks required for the zone. Determinations as to which are the front, side, and rear setbacks shall be made by the Zoning Administrator at the time a building permit is requested and shall be based on the orientation of the proposed home on the lot.*
- (e) The number of flag lots shall not exceed ten percent (10%) of the total lots in the subdivision unless it is determined by the City that the property could not reasonably be developed otherwise.”*

Respectfully Submitted



Eric Anderson
Associate City Planner

Concur



Dave Millheim
City Manager

feet in length a dedicated walkway through the block, at approximately the center of the block, may be required. Such walkways shall be not less than ten (10) feet in width.

12-7-030 Lots.

(1) All subdivisions shall result in the creation of lots which are developable and capable of being built upon. A subdivision shall not create lots, and no building permit shall be issued for any lots which would make improvement impractical due to size, shape, steepness of terrain, location of watercourses, problems of sewerage or driveway grades, or other physical conditions.

(2) All lots or parcels created by the subdivision shall have frontage on a dedicated street, improved to standards hereinafter required, equal to at least fifty percent (50%) of its minimum required width except for flag lots which shall have a minimum of twenty feet (20') of frontage. Private streets shall not be permitted unless the Planning Commission finds that the most logical development of the land requires that lots be created which are served by a private street or other means of access, and makes such findings in writing with the reasons stated therein. Land designated as public right-of-way shall be separate and distinct from lots adjoining such right-of-way and shall not be included in the area of such lots.

(3) The minimum area and dimensions of all lots shall conform to the requirements of the Zoning Ordinance for the district in which the subdivision is located.

(4) The side lines of all lots, so far as possible, shall be at right angles to the street which the lot faces, or approximately radial to the center of curves, if such street is curved. Side lines of lots shall be approximately radial to the center of a cul-de-sac on which the lot faces. The Planning Commission may allow exceptions to this requirement where considerations for solar orientation are involved.

(5) Corner lots for residential use shall be platted ten feet (10') wider than interior lots in order to facilitate conformance with the required street setback requirements of the Zoning Ordinance.

(6) A lot shall not be divided by a City limit line. Each such boundary line shall be made a lot line.

(7) Remnants of property shall not be left in the subdivision which do not conform to lot requirements or are not required or suitable for common open space, private utility, or public purpose.

(8) Lot numbers shall begin with the number "1" and shall continue consecutively through the subdivision, with no omissions or duplications. No block designations shall be used. When a subdivision is developed in phases, the phase number shall precede each lot number. For

example, phase two would be numbered 201, 202, 203, etc.

(9) Except for group dwellings and planned unit developments, as specifically authorized by this Title and the Zoning Ordinance, not more than one dwelling unit shall occupy any one lot.

(10) Flag lots may be approved by the Planning Commission in any residential zone where, due to unusual parcel dimension, configuration, or topographic conditions, traditional lot design is not feasible. Approval of flag lots shall not be permitted solely on the basis of economic benefit. Such lots shall meet the following criteria:

- (a) The stem of the lot shall be not less than twenty feet (20') in width and shall not exceed one hundred fifty feet (150') in length;
- (b) The stem of the lot shall serve one lot only and shall have direct access to a dedicated and improved street;
- (c) The nearest fire hydrant shall be located no further than one hundred fifty feet (150') from the nearest corner of the proposed building on the lot; and
- (d) The body of the lot shall meet the lot size and dimensional requirements of the applicable zone. The stem area shall not be used in computing lot size. Proposed buildings shall comply with the minimum setbacks required for the zone. Determinations as to which are the front, side, and rear setbacks shall be made by the Zoning Administrator at the time a building permit is requested and shall be based on the orientation of the proposed home on the lot.
- (e) The number of flag lots shall not exceed ten percent (10%) of the total lots in the subdivision unless it is determined by the City that the property could not reasonably be developed otherwise.

(11) On lots with available access only onto a Major Arterial, Minor Arterial or Major Collector Street, a circular drive or some other type of vehicular maneuvering area shall be provided to enable vehicles to enter traffic moving forward rather than backing. The minimum depth of such lots shall be not less than one hundred ten feet (110').

12-7-040 Streets.

(1) All streets shall be designated and constructed with the appropriate street classification requirements specified herein:

STREET CLASSIFICATION

CITY COUNCIL AGENDA

For Council Meeting:
June 3, 2014

PUBLIC HEARING: Adaptive reuses to include Commercial Uses in the BR Zone

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

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DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: David E. Petersen, Community Development Director
Date: June 3, 2014
SUBJECT: **Adaptive Re-uses to include Commercial Uses in the BR Zone (ZT-2-14)**

RECOMMENDATION

- A. Hold a Public Hearing
- B. Possible Alternative Motions
 - I Follow the recommendation of the Planning Commission and deny the proposed request set forth in the background information below.

Findings:

1. The amendment would benefit only one use and one user and was crafted specifically to this end.
2. A U-Haul business is not compatible with the historic district.
3. Historic Preservation is not necessary as a tool because these provisions are already in place.

OR

- II.a. Decide which commercial uses should be included as adaptive re-uses in the BR Zone (see background information); and
- II.b. Approve the enclosed ordinance amending Section 11-2-020 and Section 11-3-045(1) as set forth therein.

Findings:

1. The proposed amendment is reasonably necessary because there may be some historic buildings and structures now or in the future that cannot

- economically be restored and/or preserved with the existence of a viable adaptive reuse.
2. It is in the public interest because such actions will enhance and stabilize neighborhoods, foster civic pride, preserve Farmington's heritage and history, and continue to strengthen a sense of place and community.
 3. The Farmington City General Plan is based on the overall goal of creating within the community a healthy, attractive, and pleasant living environment for its residents. This goal is the most significant element underlying the General Plan. The text amendments strongly support this goal.
 4. The site area size limits ensures a use where the magnitude of such will not negatively impact the district or neighborhood.

BACKGROUND

Several months ago the owner of the windshield repair shop on Main Street requested a text change to allow a U-Haul business in the BR Zone, but the City Council denied the request. The owner sued the City, and recently the Mayor asked staff to explore a possible solution to amend the zone text. Staff suggested that it be allowed as a special exception in the BR Zone.

On September 20, 2011, Farmington City enacted Section 11-2-020 (3) which defined "Adaptive Reuse" as: "Rehabilitation or renovation of existing building(s) or structure limited to residential and/or office uses(s) other than the present use(s)". Accompanying that same action the City amended Chapter 3 of the Zoning ordinance to broaden the scope of special exceptions to include adaptive reuse by adding the following language (shown in *italics*) to Section 11-3-045 (1):

(1) Purpose. A special exception is an activity or use incidental to or in addition to a principal use permitted in a zoning district or an adjustment to a fixed dimension standard permitted as an exception to the requirements of this Title *or an adaptive reuse of a building or structure eligible, or that may be eligible, for the National Register of Historic Places so long as the adaptive reuse does not compromise such eligibility*. A special exception has less potential impact than a conditional use but still 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.

Now it is proposed that the City expand its definition of Adaptive Reuse to encompass commercial uses, but for the BR zone only. This would enable an owner of an historic building in the BR zone to apply for a commercial use not listed therein if the building is eligible for the National Register of Historic Places. Specifically, it is proposed that the following uses allowed in the C zone as either a permitted or conditional use but not in the BR zone may be a considered for said zone as a special exception if the owner meets the historic preservation eligibility criteria for his building and the area of the

site is not increased to exceed the minimum lot size in BR zone, or is not increased in size at all if the site is already greater than the minimum size:

1. Research and development activities;
2. Auto, truck, recreational vehicle, and equipment sales and rental;
3. Automobile and truck repair, not including body work;
4. Class "B" beer outlet;
5. Department store;
6. Fast food establishments, detached (may include vehicle drive-thru facilities);
7. Lumber yard;
8. Self-service storage facilities;
9. Supermarkets;
10. Veterinary hospital.

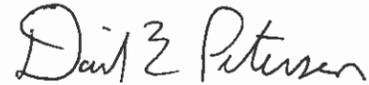
Supplemental Information

1. Enabling Ordinance
2. Zoning Map showing the BR zone area.
3. Section 11-3-045 Special Exceptions.
4. Sections 11-15-020 and 11-15-030 of the BR zone (Permitted and Conditional Uses).
5. Sections 11-16-020 and 11-16-030 of the C zone (Permitted and Conditional Uses).

Applicable Plans/Ordinances

1. Title 11, Chapter 2 – Definitions.
2. Title 11, Chapter 15—Business/Residential Zone (BR)
3. Title 11, Chapter 16—General Commercial Zone (C)

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2014 -

AN ORDINANCE AMENDING SECTIONS 11-2-020(3) AND 11-2-045(1) OF THE ZONING ORDINANCE REGARDING ADAPTIVE REUSES AND SPECIAL EXCEPTIONS.

WHEREAS, the Planning Commission has held a public hearing in which the proposed amendments to the Sections 11-2-020(3) and 11-2-045(1) of the Zoning Ordinance were thoroughly reviewed; and

WHEREAS, the Farmington City Council has also held a public hearing pursuant to notice and as required by law 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. Sections 11-2-020(3) and 11-2-045(1) of the Zoning Ordinance are hereby amended in their entirety as follows:

11-2-020 Definitions.

3) Adaptive Reuse. Rehabilitation or renovation of existing building(s) or structure(s) limited to residential and/or office uses(s) other than the present use(s); **and in the BR zone only, it also includes commercial uses set forth in the C zone (except for signs, major commercial outdoor recreation uses, and _____) so long as the area of site remains the same or does not increase in size to exceed the minimum commercial lot size in the BR zone.**

Section 11-3-045 (1):

(1) Purpose. A special exception is an activity or use incidental to or in addition to a principal use permitted in a zoning district or an adjustment to a fixed dimension standard permitted as an exception to the requirements of this Title or an adaptive reuse of a building or structure eligible, ~~or that may be eligible,~~ for the National Register of Historic Places so long as the adaptive re-use does not compromise such eligibility. A special exception has less potential impact than a conditional use but still 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.

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

Section 3. Effective Date. This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

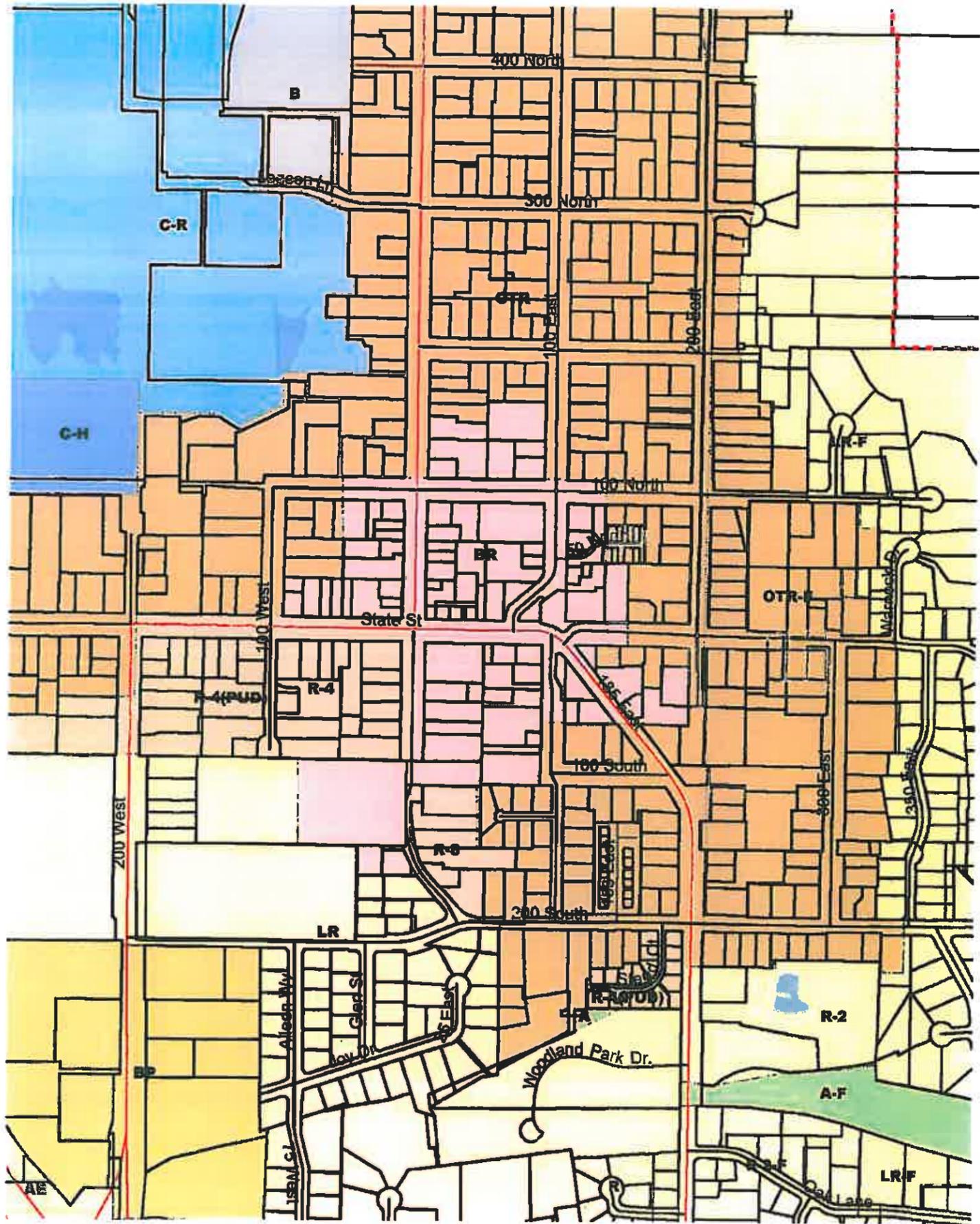
PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 3rd day of June, 2014.

FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder



SECTION 11-3-045 SPECIAL EXCEPTIONS.

(1) **Purpose.** A special exception is an activity or use incidental to or in addition to a principal use permitted in a zoning district or an adjustment to a fixed dimension standard permitted as an exception to the requirements of this Title or an adaptive reuse of a building or structure eligible, or that may be eligible, for the National Register of Historic Places so long as the adaptive re-use does not compromise such eligibility. A special exception has less potential impact than a conditional use but still 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.

(2) **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.

(3) **Initiation.** A property owner, or the owner's agent, may request a special exception to the provisions of this Title in accordance with the procedures set forth herein.

(4) **Procedure.** An application for a special exception shall be considered and processed as follows.

(a) A complete application shall be submitted to the Zoning Administrator in a form established by the City along with any fee established by the City's Fee Schedule. The application shall include at least the following information:

(i) The name, address and telephone number of the applicant and the applicant's agent, if any.

(ii) The address and parcel identification of the subject property.

(iii) The zone, zone boundaries and present use of the subject property.

(iv) A complete description of the proposed special exception.

(v) A plot plan showing the following:

(A) applicant's name;

(B) site address;

(C) property boundaries and dimensions;

(D) layout of existing and proposed buildings, parking, landscaping, and utilities; and

(E) adjoining property lines and uses within one hundred (100) feet of the subject property.

(vii) Such other and further information or documentation as the Zoning Administrator may deem necessary for a full and proper consideration and disposition of a particular application.

(b) After the application is determined to be complete, the Zoning Administrator shall schedule a public meeting before the Planning Commission.

(3) A staff report evaluating the application shall be prepared by the Zoning Administrator.

(4) The Planning Commission shall hold a public meeting and thereafter shall approve, approve with conditions or deny the application pursuant to the standards set forth in Section 11-3-045(5) below. Any conditions of approval shall be limited to conditions needed to conform to the special exception to approval standards.

(5) After the Planning Commission makes a decision, the Zoning Administrator shall give the applicant written notice of the decision.

(6) A record of all special exceptions shall be maintained in the office of the Zoning Administrator.

(5) Approval Standards. The following standards shall apply to the approval of a special exception.

(a) 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.

(b) The Planning Commission shall not authorize a special exception unless the evidence presented establishes the proposed special exception:

(i) 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;

(ii) Will not create unreasonable traffic hazards;

(iii) Is located on a lot or parcel of sufficient size to accommodate the special exception.

(6) Effect of Approval. A special exception shall not authorize the establishment of any use nor the development, construction, reconstruction, alteration, or moving of any building or structure, but shall merely authorize the preparation, filing, and processing of applications for any approvals or permits that may be required by this Title or other applicable provisions of the Farmington City Municipal Code.

(7) Amendments. The procedure for amending a special exception shall be the same as the original procedure set forth in this section.

(8) Expiration. Subject to an extension of time, a special exception which is not exercised within one hundred eighty (180) days shall expire and have no further force or effect.

CHAPTER 15

BUSINESS/RESIDENTIAL ZONE (BR)

11-15-020 Permitted Uses.

The following are permitted uses in the BR Zone subject to site development review. No other permitted uses are allowed, except as provided by Section 11-4-105(6):

- (1) Agriculture;
- (2) Business and professional offices;
- (3) Class "A" beer outlet;
- (4) Commercial testing laboratories;
- (5) Data processing services;
- (6) Day care, pre-school;
- (7) Financial institutions;
- (8) Funeral home;
- (9) Neighborhood service establishments (low impact retail and service uses such as bakery, bookstore, dry-cleaning, hair styling, coin laundry, pharmacy, art supply/gallery, craft store, photo-copy center, etc.);
- (10) Printing, publishing;
- (11) Public park;
- (12) Public utility lines and rights-of-way;
- (13) Reception center;
- (14) Research services;
- (15) Residential facility for the elderly;
- (16) Residential facility for the handicapped;
- (17) Seasonal fruit/produce vendor stands;
- (18) Signs complying with provisions of the Sign Ordinance;
- (19) Single-family dwelling;
- (20) Two-family dwelling;
- (21) Uses customarily accessory to a listed permitted use.
- (22) Home occupations complying with the Home Occupation Chapter of this Title, except as specified in Section 11-15-030 below.

11-15-030 Conditional Uses

The following are conditional uses in the BR Zone. No other conditional uses are allowed, except as provided by Section 11-4-105(6):

- (1) Apartment dwelling group;
- (2) Athletic or tennis club;
- (3) Car wash;
- (4) Commercial indoor recreation (movie theater, video arcade, bowling alley, etc.);
- (5) Commercial outdoor recreation, minor (family reunion center, outdoor reception facilities, picnic grounds, tennis courts, etc.);
- (6) Convenience store (sale of grocery items, non-prescription drugs, and/or gasoline from building with less than five thousand (5,000) square feet gross floor area);
- (7) Fast food establishments, attached (walk-in service only, no exterior walk-up or vehicle drive-thru service);
- (8) Fuel sales and/or storage;
- (9) Greenhouse/garden center (retail or wholesale);

- (10) Hotels, motels;
- (11) Multiple-family buildings with three or more units;
- (12) Neighborhood grocery (grocery store not exceeding fifteen thousand (15,000) square feet in gross floor area);
- (13) Nursing home, convalescent center;
- (14) Pet store or pet grooming establishment;
- (15) Planned unit development or condominium, commercial;
- (16) Planned unit development or condominium, residential;
- (17) Public and quasi-public uses except the following prohibited uses: correctional/detention facilities, half-way houses, drug or alcohol rehabilitation facilities, facilities for the treatment or confinement of the mentally ill, homeless shelters, domestic violence shelters, and other similar facilities including those which may allow or require that clients stay overnight or longer;
- (18) Public or quasi-public uses, material additions or modifications on a developed site;
- (19) Public utility substations, wireless transmission towers except as specified in Section 11-28-190, generating plants, pumping stations, and buildings;
- (20) Reduction of minimum setbacks for office/commercial buildings located next to residential uses within the BR zone (see Section 11-15-105(c));
- (21) Restaurant (traditional sit-down);
- (22) shopping center (commercial complex);
- (23) Small Auto Dealership;
- (24) Temporary uses;
- (25) Uses customarily accessory to a listed conditional use.
- (26) Home occupations as identified in Section 11-35-104 of this Title.

CHAPTER 16

GENERAL COMMERCIAL ZONE (C)

11-16-020 Permitted Uses.

The following are permitted uses in the C Zone. No other permitted uses are allowed, except as provided by Section 11-4-105(6):

- (1) Agriculture;
- (2) Business and professional offices;
- (3) Class "A" beer outlet;
- (4) Commercial outdoor recreation, minor (family reunion center, outdoor reception facilities, picnic grounds, tennis courts, etc.);
- (5) Commercial testing laboratories;
- (6) Data processing services;
- (7) Fast food establishments, attached (walk-in service only, no exterior walk-up or vehicle drive-thru service);
- (8) Financial institutions;
- (9) Funeral home;
- (10) Neighborhood service establishments (low impact retail and service uses such as bakery, bookstore, dry-cleaning, hair styling, coin laundry, pharmacy, art supply/gallery, craft store, photo-copy center, etc.);
- (11) Printing/publishing services;
- (12) Public or quasi-public administrative offices in an existing building (excluding portable/temporary buildings);
- (13) Public park;
- (14) Public utility lines and rights-of-way;
- (15) Research and development activities;
- (16) Research services;
- (17) Seasonal fruit/produce vendor stands;
- (18) Signs complying with provisions the Sign Ordinance;
- (19) Uses customarily accessory to a listed permitted use.

11-16-030 Conditional Uses.

The following are conditional uses in the C zone. No other conditional uses are allowed, except as provided by Section 11-4-105(6):

- (1) Athletic or tennis club;
- (2) Auto, truck, recreational vehicle, and equipment sales and rental;
- (3) Automobile and truck repair, not including body work;
- (4) Car wash;
- (5) Class "B" beer outlet;
- (6) Commercial complex (commercial center);
- (7) Commercial indoor recreation (movie theater, video arcade, bowling alley, etc.);
- (8) Commercial outdoor recreation, major (miniature golf, batting cages, go-kart tracks, drive-in theaters, etc.);

- (9) Convenience store (sale of grocery items, non-prescription drugs, and/or gasoline from building with less than five thousand (5,000) square feet gross floor area);
- (10) Day care/pre-school center;
- (11) Department store;
- (12) Fast food establishments, detached (may include vehicle drive-thru facilities);
- (13) Fuel sales and/or storage;
- (14) Greenhouse/garden center (retail or wholesale);
- (15) Hotels and motels;
- (16) Lumber yard;
- (17) Neighborhood grocery (grocery store not exceeding fifteen thousand (15,000) square feet in gross floor area);
- (18) Pet store or pet grooming establishment;
- (19) Public utility substations, wireless transmission towers except as specified in Section 11-28-190, generating plants, pumping stations, and buildings;
- (20) Reception center;
- (21) Restaurants (traditional sit-down);
- (22) Self-service storage facilities;
- (23) Supermarkets;
- (24) Temporary uses;
- (25) Uses customarily accessory to a listed conditional use;
- (26) Veterinary hospital.

CITY COUNCIL AGENDA

For Council Meeting:
June 3, 2014

PUBLIC HEARING: Additional Uses in the Mixed Use Zones

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
JAMES YOUNG
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: David E. Petersen, Community Development Director
Date: June 3, 2014
SUBJECT: **ADDITIONAL USES IN THE MIXED USE ZONES**

RECOMMENDATION

- A. Hold a Public Hearing
- B. Approve the enclosed ordinance amending Section 11-18-105 of the Zoning Ordinance by adding “Residential facilities for the elderly” and “Assisted living facilities” to table 18.3 in all mixed use zones related thereto except the OS zone.

Findings:

The modification makes certain that elderly and assisted living facilities are included in Chapter 18 without compromising federal housing language.

BACKGROUND

Some time ago the City added “Residential facilities for people with disabilities” in Chapter 18 in order to clarify the City's intent and assure consistency with federal housing laws. This definition was meant to include the elderly.

The Planning Commission reviewed THC applications on April 17, 2014, which included (among other things) a conceptual review of an assisted living facility for the elderly. It was further explained that not all elderly are disabled, nor are all assisted living facilities just for the elderly.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

FARMINGTON, UTAH
ORDINANCE NO. 2014 -

AN ORDINANCE AMENDING TABLE 18.3 (ALLOWABLE LAND USES) SET FORTH IN CHAPTER 18 OF THE ZONING ORDINANCE.

WHEREAS, the Planning Commission has held a public hearing in which the proposed amendments to the Land Use table in Chapter 18 of the Zoning Ordinance (Table 18.3) was thoroughly reviewed and the Planning Commission recommended that these changes be approved by the City Council; and

WHEREAS, the Farmington City Council has also held a public hearing pursuant to notice and as required by law 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. Table 18.3 --Allowable Land Uses, which is part of, Chapter 18 of the Farmington City Zoning Ordinance, is hereby amended adding the following two rows to include: "Residential facilities for the elderly" and Assisted living facilities":

	RMU	OMU	GMU	TMU	OS
Assisted living facilities	P	P	P	P	N
Residential facilities for the elderly	P	P	P	P	N

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

Section 3. Effective Date. This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 3rd day of June, 2014.

FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

CITY COUNCIL AGENDA

For Council Meeting:
June 3, 2014

SUBJECT: Minute Motion Approving Summary Action List

1. GeoTech Grant Match for Future Office Park
2. Proclamation Request for Local First Utah's Independents Week
3. Proposal and Contract with Stantec to Delineate Wetlands for Possible Detention Basin Project
4. Final Plat for the Farmington Hollow and Cottages at Farmington Hollow Conservation Subdivisions

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

City Council Staff Report

H. JAMES TALBOT
MAYOR
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
JAMES YOUNG
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

To: Honorable Mayor and City Council
From: Eric Anderson, Associate Planner
Date: May 23, 2014
SUBJECT: MEMO TO REQUEST APPROVAL OF A GEOTECH REPORT FOR THE FUTURE OFFICE PARK

RECOMMENDATION

Approve the request to perform a preliminary geotech report for 54 acres of the future office park site for \$6400.00 to come out of GL number 37-624410.

BACKGROUND

On April 4, 2014, Staff received a match grant award from the Economic Development Corporation of Utah (EDCU) to perform a preliminary geotechnical study of the future office park site north of Station Park. The amount of the match grant is \$2,500.00 which is half of the maximum amount requested. Because the amount was not as much as was hoped for, staff has reduced the study boundary area from over 100 acres to 54 acres, and limited the scope to involve only one property owner, the Amenti family.

The reason the Amenti property has been chosen is due to several factors, including: the property straddles Burke Lane, is centrally located within the mixed-use district, is large, and is owned by a willing party. Additionally, the property would likely be in the early phases of the office park and be one of the first to develop in the OMU Zone due to its proximity to other proposed projects currently under review (i.e. THC Park Lane Commons).

Staff has sent out a bid to do the geotech report and selected a bid for \$8,900 (attached). The City will need to provide \$6,400 to perform this study and EDCU will pay the remaining \$2,500. The Community Development Department has already been allocated funds from the budget to pay for this grant as well as the Market Feasibility Study for the Office Park. However, before moving on to performing the study, staff wanted to receive the City Council's blessing.

Respectfully Submitted

Eric Anderson
Associate Planner

Review & Concur

Dave Millheim
City Manager



April 4, 2014

Eric Anderson
Farmington City
160 South Main
Farmington, UT 84025

Dear Mr. Anderson:

Thank you for your application to the EDCUtah Community Match Grant Program. There were 47 applications totaling \$137,945 in requests. The grant budget for this year was \$70,000 and with the exceptional grant projects that were submitted, difficult decisions were made. The Economic Development Corporation of Utah's Community Match Grant Committee met on Friday, March 28, 2014 to review applications for Cycle #35.

This letter is to set forth the agreement reached between The Economic Development Corporation of Utah (EDCUtah) and Farmington City as a recipient of a grant under the **Marketing** Grant Program of EDCUtah.

The amount of money approved by the Grant Committee for Cycle 35 on Friday, March 28, 2014, for the Marketing Grant Project (*Performance of a geotechnical survey for the proposed office park to prepare site for development*) is 50% of the total project cost, up to a maximum of **\$2,500.00** dollars.

****The Grantee agrees to include a statement on or in all communication media included in the Grant Project, to the effect that the project was or is being "Produced in cooperation with The Economic Development Corporation of Utah."**

Failure to comply may result in the Grant being rescinded. EDCUtah does not intend to be overly zealous in this area, and simply expects the statement to be appropriately displayed commensurate with the design of the project. EDCUtah reserves the exclusive right to judge the appropriateness of the statement and may waive the requirement entirely at its discretion.

The Grantee is requested to return the statement of cooperation no later than Monday, April 14, 2014 and is required to have the Grant Project completed by Tuesday, March 31, 2015 unless a written extension is requested and granted.

201 South Main Street
Suite 2150
Salt Lake City, UT 84111
801-328-UTAH (8824)
edcutah.org

Scott Anderson
Zions Bank
Chairman

Jeffery B. Edwards
President & CEO

EXECUTIVE COMMITTEE

Eric Isom
CenturyLink
Vice Chair - Private Sector

Mayor Mike Caldwell
Ogden City
Vice Chair - Public Sector

David Lang
Goldman Sachs
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Utah State Legislature

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Utah County

Mayor Ralph Becker
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Development

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Ewood Staffing

Peggy Larsen
Women's Compensation Fund

David S. Layton
The Layton Companies, Inc.

President Brian Levin-Slankevich
Westminster College

Speaker Rebecca Lockhart
Utah House of Representatives

Greg Metcalf - SelectHealth

Mayor Ben McAdams
Salt Lake County

Commissioner Mike McKee
Utah County

Arthur C. Nelson
Metropolitan Research Center
University of Utah

President David Parshing
University of Utah

J. Steven Price
Price Realty Group

Commissioner Alan Roper
Mojave County

Mayor Bob Stevenson - Layton City

Jill Taylor
KeyBank NA

Rich Wejse - Rocky Mountain Power

Glen D. Watkins
Jones Waldo Holbrook & McDonough

Greg Winegartner
Wells Fargo Bank

B. Jack Wixon
Jacobson Construction Company

M. Craig Zollinger
JP Morgan Chase



By accepting this grant from EDCUtah, the Grantee agrees to the following:

Upon completion of the Grant Project, the Grantee will provide documentation to EDCUtah that the Project is complete and that all costs and expenses incurred in connection with the Grant Project have been paid.

Such documentation shall include photocopies of all invoices, checks, completed work orders and other documentary proof as may be required.

The Grantee will receive payment by EDCUtah within 30 days of receipt, and approval by EDCUtah of costs and expenses incurred. The Grantee agrees to comply with the guidelines of EDCUtah Grant Program and agrees to indemnify and hold harmless EDCUtah for any costs or expenses incurred by the Grantee in excess of the Grant Amount.

The project approved by the Grant Committee must not be modified or substituted without the consent of the Committee.

Please confirm your agreement by executing the original of this letter of agreement in the space provided below, keep the original for your files and email me the signed copy in PDF format (smartell@edcutah.org). We look forward to our work together in the future.

Sincerely,

A handwritten signature in black ink that reads "Sherrie Martell".

Sherrie Martell
Investor Relations Manager

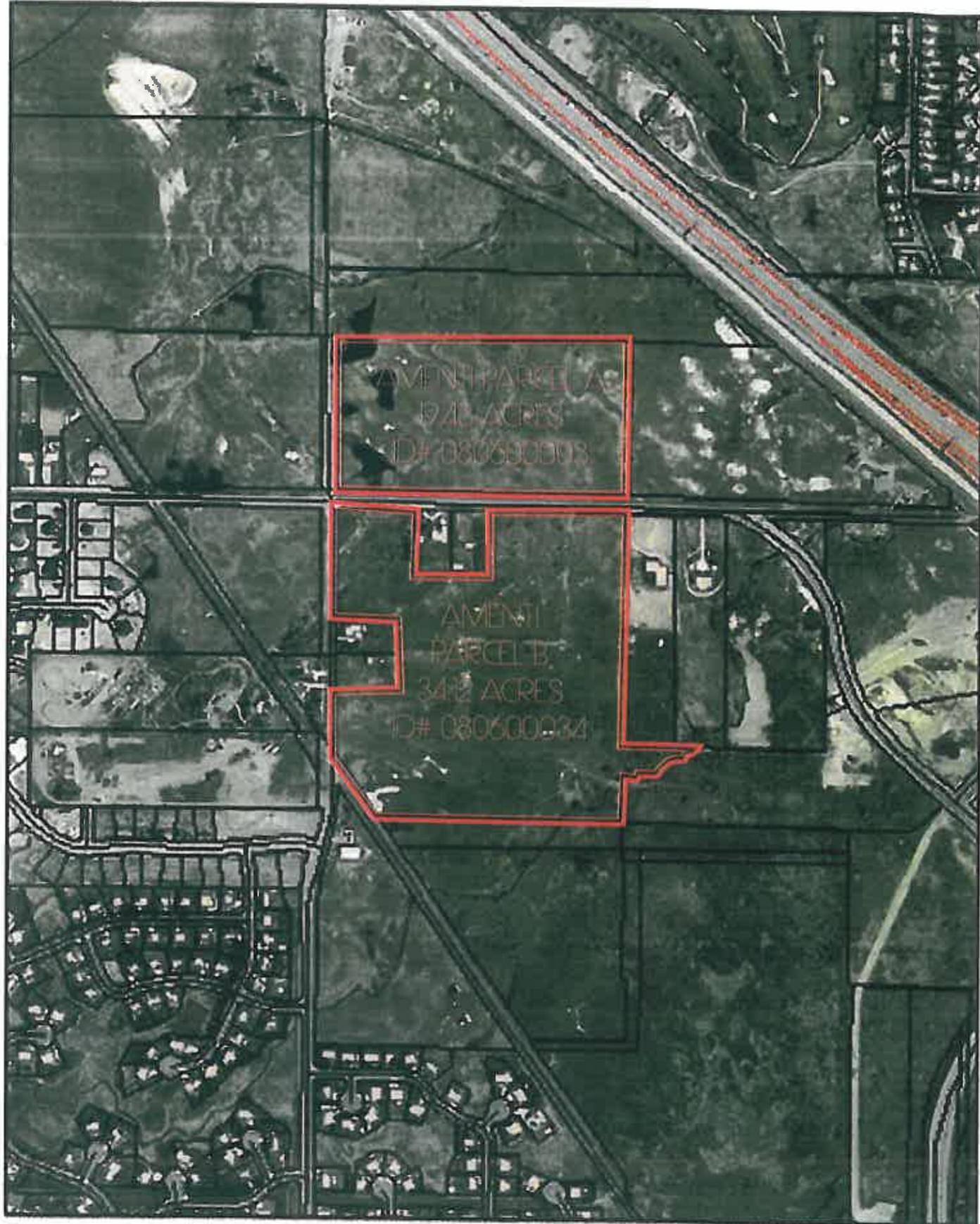
cc: Marshall Paepke, Grant Committee Chairman
Jeffery B. Edwards, President & CEO

Agreed and Accepted:

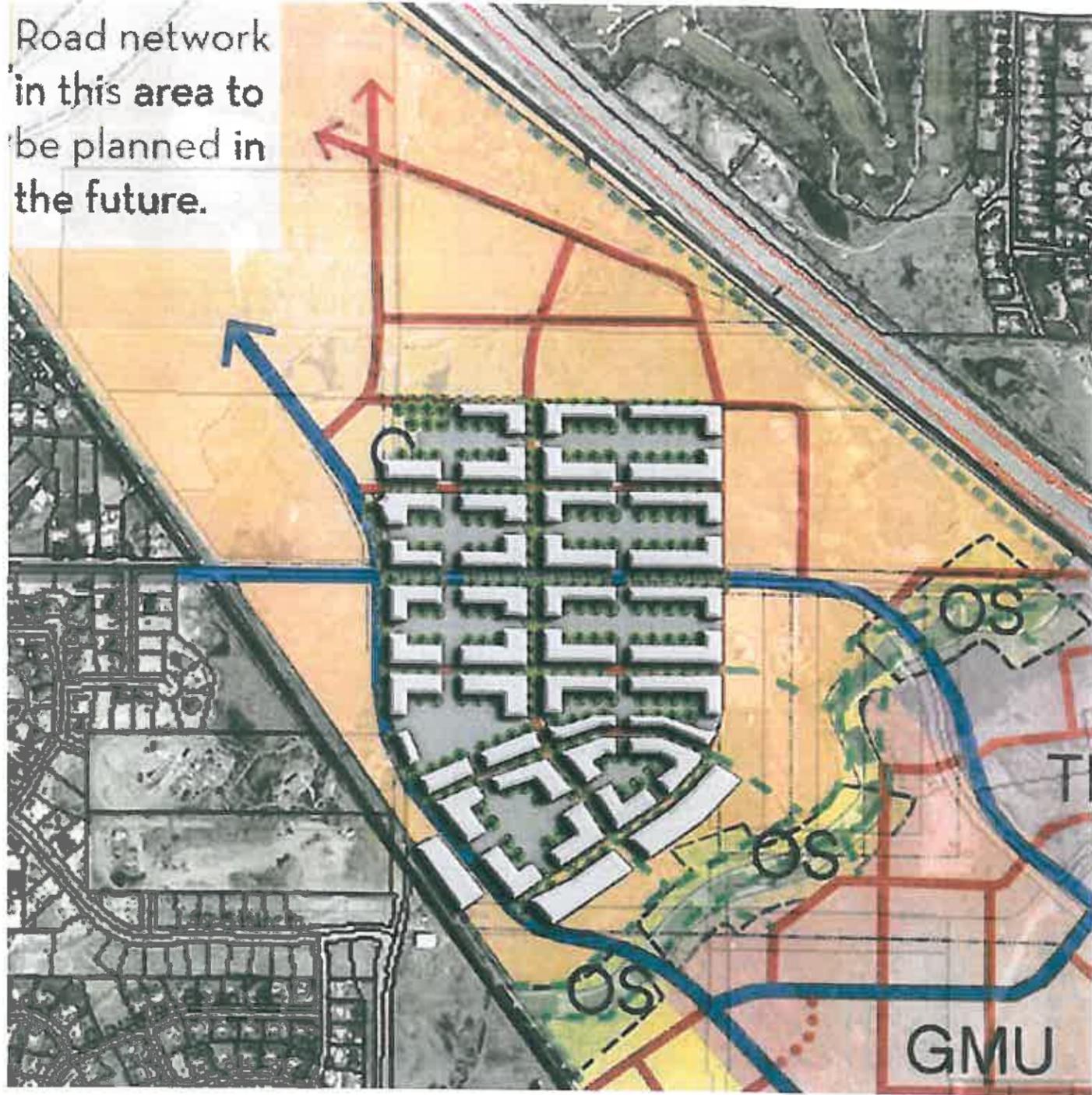
Signature

Date

Farmington City



Road network
in this area to
be planned in
the future.



Professional Services Agreement
Firm-Fixed Price



PARTIES

This Agreement made this 21st day of May 2014, between:

Farmington City
160 South Main Street
Farmington, Utah 84025
Attn: Mr. Eric Anderson
Phone: (801) 939-9220
email: eranderson@farmington.utah.gov
hereinafter called "Client"

and **GSH Geotechnical, Inc.**
1596 West 2650 South, Suite 107
Ogden, Utah 84401
Attn: Mr. Andrew Harris, PE
Phone: (801) 393-2012 Fax: (801) 685-2990
email: andrew@gshgeotech.com
hereinafter called "GSH"

PROJECT

Client engages GSH to provide services in connection with: **Farmington Business Park**
Description: Project consists of the development of approximately 54-acres for a mixed-use business park. The proposed structures are anticipated to be three to four levels high, constructed using a combination of steel post/beam construction, reinforced masonry, and light metal framing, and founded on spread footings. Maximum continuous wall and column loads are anticipated to be 5 to 9 kips per lineal foot and 120 to 200 kips, respectively. Pavements will include principal roadways, local/collector streets, and parking areas with internal drive lanes.
Location: Near the intersection of 1525 West and Burke Lane, Farmington, Utah (40.9911, -111.9192)

SCOPE OF SERVICES

GSH agrees to perform services as follows: **Preliminary Geotechnical Study**
Objectives: 1) Define and evaluate subsurface soil and groundwater conditions; 2) Provide preliminary foundation, earthwork, pavement, and geoseismic recommendations.
Scope: 1) Field investigation including the drilling, logging, and sampling of 10 borings within the proposed development to about 15 to 30 feet [*2 borings to 30 feet for liquefaction analyses]; 2) Laboratory Testing; 3) Engineering Analysis; 4) Summary Report.
Schedule: Field work can be scheduled within about 3 to 5 days following authorization to allow for utility locating. Laboratory testing, engineering analysis, and reports to be completed within 7 to 15 working days following the field investigation.
Conditions: Site is located in an area identified as having a potential for liquefaction and will require a number of 30 foot borings for evaluation.

Client agrees that all services not expressly included are excluded from GSH's Scope of Services.

COMPENSATION

Client agrees to compensate GSH on a firm-fixed price basis in the amount shown below. In addition to the Agreement amount, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

Costs: \$8,900 Preliminary Geotechnical Study

ATTACHMENTS

The listed attachments form part of this agreement: 1. Terms and Conditions (reverse side) 2. Schedule of Charges

Client and GSH acknowledge that each has read and agrees to the Terms and Conditions printed on the reverse side of this document, which are incorporated herein and made a part of this Agreement.

Client: _____ **GSH Geotechnical, Inc.:** _____
By: _____ By: _____
Print Name: _____ Title: Senior Geotechnical Engineer
Title: _____ Date: _____ Date: May 21, 2014

GSH Proposal Number: 14-0234Nrev1
GSH Job Number:



TERMS AND CONDITIONS

1. **AUTHORIZATION TO PROCEED** The signing of this Agreement by the Client and GSH will serve as written authorization for GSH to proceed with the services called for in this Agreement.
2. **EXTENT OF AGREEMENT.** This Agreement, including attachments incorporated herein by reference, represents the entire agreement between GSH and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both Client and GSH.
3. **CHANGES** Work beyond the scope of services, redoing any part of the project through no fault of GSH, or the discovery of conditions or circumstances not contemplated by GSH at the commencement of this Agreement shall constitute extra work and shall be paid for on a time-and-materials basis in accordance with Schedule of Charges attached to this Agreement. GSH will not perform such extra work without Client's notification and approval. In the event GSH's work is interrupted due to delays other than delays caused by GSH, GSH shall be compensated equitably in accordance with the Schedule of Charges attached to this Agreement for the additional labor or other charges associated with maintaining its work force for Client's benefit during the delay, or at the option of the Client, for charges incurred by GSH for demobilization and subsequent remobilization.
4. **PAYMENT.** GSH shall invoice Client periodically for the services performed under this Agreement. Client shall pay such invoice upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1-1/2 percent per month (18% per annum) from date of billing until paid. The invoice amounts shall be presumed to be correct unless Client notifies GSH in writing within fourteen (14) days of receipt. Progress billings, when paid, represent acceptances by Client of the invoiced services performed by GSH. The Client agrees to pay attorney fees and costs necessary to collect on past due accounts. If client fails to pay an invoice when due, GSH may suspend all services until such invoice is paid in full.
5. **PERMITS, UTILITIES AND ACCESS** Unless otherwise stated in the Proposal, the Client shall apply for and obtain all required permits and licenses. The Client shall make all necessary arrangements for right of entry to provide GSH access to the site for all equipment and personnel at no charge to GSH. The Client shall also provide GSH with the location of all underground utilities and structures in the exploration area, unless otherwise agreed in writing. While GSH will take all reasonable precautions to minimize any damage to the property, the Client agrees to hold GSH harmless for any damages to any subterranean structures or any damage required for right of entry.
6. **PROBABLE COSTS.** GSH does not guarantee the accuracy of probable costs for providing services hereunder. Such probable costs represent only GSH judgment as a Professional and are supplied only for the general guidance of the Client.
7. **DISPUTES.** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Subcontract, 2) by executive management of each party, 3) by mediation, 4) by arbitration if both parties agree or 5) through the court system of the jurisdiction of the GSH office that entered into this Agreement.
8. **STANDARD OF CARE.** GSH shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. This Agreement neither makes nor intends a warranty or guarantee, express or implied.
9. **INDEMNITY.** Client waives any claim against GSH, its officers, employees and agents and agrees to defend, indemnify, protect and hold harmless GSH and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by GSH under this Agreement, unless such injury or loss is caused by the sole negligence of GSH. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the services.
10. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, Client agrees to limit GSH's and its officers, employees and agents liability due to professional negligence and to any liability arising out of or relating to this Agreement to the lesser of \$50,000 or the stated value of this Agreement. This limit applies to all services on this project, whether provided under this or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties. In addition, GSH shall not be liable for consequential, incidental or indirect damages as a result of the performance of this Agreement.
11. **INSURANCE.** GSH will maintain insurance for this Agreement in the following types: 1) worker's compensation insurance at statutorily required levels, 2) comprehensive general liability insurance and 3) automotive insurance.
12. **RESPONSIBILITY.** GSH is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of GSH, nor is GSH responsible for their acts or omissions or for any damages resulting therefrom.
13. **EXCLUSIVE USE.** Services provided under this Agreement, including all reports, information or recommendations prepared or issued by GSH, are for the exclusive use of the Client for the project specified. No other use is authorized under this Agreement. Client will not distribute or convey GSH's reports or recommendations to any person or organization other than those identified in the project description without GSH's written authorization. Client releases GSH from liability and agrees to defend, indemnify, protect and hold harmless GSH from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution.
14. **FIELD REPRESENTATION.** The presence of GSH's or its subcontractors' field personnel, may be for the purpose of providing project administration, assessment, observation and/or field testing. Should a contractor(s) not retained by GSH be involved in the project, Client will advise such contractor(s) that GSH's services do not include supervision or direction of the means, methods or actual work of the contractor(s), his employees or agents. Client will also inform contractor that the presence of GSH's field representative for project administration, assessment, observation or testing, will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If a contractor is involved on the project, Client agrees GSH shall not be responsible for working conditions on the job site including the safety and security of persons or property.
15. **ENVIRONMENTAL LIABILITY.** Client has and shall retain all responsibility and liability for the environmental conditions on the site. All non-consumed samples shall remain the property of the Client, and Client shall be responsible for and promptly pay for the removal and lawful disposal of samples, cuttings and hazardous materials, unless otherwise agreed in writing. If appropriate, GSH shall preserve samples obtained for the project for not longer than 30 days after the issuance of any document that includes the data obtained from those samples.
16. **TERMINATION.** This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of a termination, Client shall pay for all reasonable charges for work performed and demobilization by GSH to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
17. **ASSIGNMENT.** Neither client nor GSH shall assign its interest in this Agreement without the written consent of the other.
18. **GOVERNING LAW.** This Agreement is governed by the law of the judicial jurisdiction of the GSH office that entered this Agreement.

Client's Initials

In Support of Local First Utah's Independents Week

Whereas, Independents Week provides a time to celebrate the independence of the members of the community of Farmington and the entrepreneurial spirit represented by our core of local independent businesses; and

Whereas, the individual decisions every community member makes today affect the future of Farmington; and

Whereas, Farmington's local independent businesses help preserve the uniqueness of the community and give us a sense of place; and

Whereas, Farmington's core of independently-owned businesses give back to this community in goods, services, time and talent; and

Whereas, the health of Farmington's economy depends on our support of businesses owned by our friends and neighbors; and

Whereas, Farmington's independent business owners and employees enrich community members' shopping experiences with their knowledge & passion;

Therefore, as we celebrate Independents Week 2014, we acknowledge that the ability to choose the direction of Farmington lies within each of us.

NOW, THEREFORE, I, H. James Talbot, Mayor of Farmington, do hereby proclaim the week of June 30-July 6, 2014, as: "Independents Week" and salute our community members and locally owned independent businesses who are integral to the unique flavor of Farmington and honor their efforts to make Farmington the place we want to live and work.

IN WITNESS WHEREOF, I hereunto set my hand and cause the seal of Farmington to be affixed this 3rd day of June, 2014.

H. James Talbot
Mayor of Farmington



May 19, 2014

Dear Mayor Talbot,

As you may be aware, when citizens shop locally, four times more money stays in Utah's economy than when shopping at a national retailer. Local spending strengthens neighborhoods as it creates local jobs and a sense of community. To help encourage and celebrate local businesses in your city, Local First Utah is excited to announce the 2014 "Independents Week" campaign, taking place from June 30-July 6, 2014. As our nation celebrates its independence, communities across the country will also celebrate the vital contributions of locally owned independent businesses.

To show your support and honor to local business owners' remarkable contribution to the places we call home, we ask you to issue the attached proclamation, officially declaring June 30-July 6, 2014 as "Independents Week" in Farmington. Please reply to Katherine Westmoreland at Katherine@localfirst.org or 503-789-2989 regarding your plans so that we may alert the press about your proclamation. Thank you for considering our request.

Sincerely,

Kristen Lavelett
Executive Director

Katherine Westmoreland
Community Relations Coordinator

~ Board of Directors ~

Betsy Burton, Co-Chair
David Nimkin, Co-Chair
Leigh von der Esch
Keith Anderson
Stuart Clason
Bob Farrington
Jorge Fierro

Jocelyn Kearn
Marci Milligan
Sheridan Mordue
Ali Sabbah
Blake Spalding
Lisa Wise
Lavell Edwards, Honorary Member



FARMINGTON CITY

City Council Staff Report

H. JAMES TALBOT
MAYOR
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
JAMES YOUNG
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

To: Honorable Mayor and City Council
From: Chad Boshell, City Engineer
Date: June 3, 2014
SUBJECT: **APPROVE THE PROPOSAL AND CONTRACT WITH STANTEC TO
DELINEATE WETLANDS FOR POSSIBLE DETENTION BASIN PROJECT**

RECOMMENDATION

Approve the proposal and contract with Stantec for the delineation of wetlands located south of Clark Lane and West of the D&RG Rail Trail for the amount of \$8,100.00 to be paid from the storm drain impact fee account.

BACKGROUND

Proposals were received for the delineation of wetlands located south of Clark Lane and West of the D&RG Rail Trail. The study will determine wetland locations and the feasibility of constructing detention basins on the 25 acres of City property. City staff recommends awarding Stantec the project and approving the contract for the amount of \$8,100.00. Attached is the contract between the City and Stantec to perform the work.

SUPPLEMENTAL INFORMATION

Contract

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Dave Millheim
City Manager



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective ~~May 19~~^{June 3}, 2014 (the "Agreement Date") by and between:

"CLIENT"

Name: FARMINGTON CITY
Address: 160 SOUTH MAIN, FARMINGTON, UTAH 84025
Phone: (801) 451-2383 Fax:
Representative: Chad Boshell

"Stantec"

Name: STANTEC CONSULTING SERVICES INC.
Address: 3995 South 700 East, Suite 300, Salt Lake City, Utah 84107
Phone: (801) 261-0090 Fax: (801) 266-1671
Representative: Whitney McReynolds

PROJECT NAME (the "PROJECT"):

Farmington Wetland Delineation - 205303027

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and Stantec by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to Stantec in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to Stantec all relevant information or data pertinent to the PROJECT which is required by Stantec to perform the SERVICES. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the CLIENT or its consultants then Stantec shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by Stantec, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the SERVICES. Whether arranged by the CLIENT or Stantec, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by Stantec and whenever prompt action is necessary shall inform Stantec of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for Stantec's entry to the PROJECT site as well as other public and private property as necessary for Stantec to perform the SERVICES. The CLIENT shall obtain any required

approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay Stantec in the performance of the SERVICES.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the SERVICES. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by Stantec shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve Stantec from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay Stantec for the SERVICES performed to the date of termination. Non-payment by the CLIENT of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by Stantec, CLIENT agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that

the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized. **ADMINISTRATION OF CONSTRUCTION CONTRACTS:** When applicable, Stantec shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in this AGREEMENT. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the PROJECT shall reside with Stantec only to the extent defined in this AGREEMENT. In such case, Stantec shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the CLIENT.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, Stantec shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

LIMITATION OF LIABILITY: The CLIENT releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of Stantec.

It is further agreed that the total amount of all claims the CLIENT may have against Stantec under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the SERVICES or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Stantec knowingly encounters any such substances, Stantec shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Stantec, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims,

liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Stantec. Stantec and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the PROJECT are instruments of service for the execution of the PROJECT. Stantec retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to Stantec of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by Stantec in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the CLIENT agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Stantec, the CLIENT and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor Stantec shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: Stantec will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. Stantec will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. Stantec will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of Stantec or any of Stantec's policies or practices relevant to the management of personal information subject to this AGREEMENT.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT and Stantec relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and Stantec. All attachments

referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and Stantec.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above:

FARMINGTON CITY

STANTEC CONSULTING SERVICES INC.

Print Name and Title

Jacob R. Jensen, PE, Senior Associate
Print Name and Title

Signature _____

Signature _____



PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"

Attached to and forming part of the AGREEMENT

BETWEEN:

FARMINGTON CITY

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "Stantec")

EFFECTIVE: ~~May 19~~, 2014
June 3

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: Stantec shall perform the following SERVICES:

Wetland Delineation on the 25-acre Farmington City parcel located at approximately Clark Lane and 1300 West in Farmington, Utah, as per the attached Scope of Services dated May 19, 2014.

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: ~~May 20~~, 2014
June 4

Estimated Completion Date: December 31, 2014

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate Stantec as follows:

\$ 8,100.00

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, Stantec shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"). The Rate Table is subject to escalation from time to time.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

No additional conditions

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

Scope of Services dated May 19, 2014; wetlands_scope_to Farmington

INSURANCE REQUIREMENTS: Before any services are provided under this agreement, Stantec shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Stantec in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, Stantec shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.



Stantec Consulting Services Inc.
3995 South 700 East, Suite 300
Salt Lake City, Utah 84167

May 19, 2014

Mr. Chad Boshell
Farmington City - City Engineer
720 West 100 North
Farmington, Utah 84025

RE: Proposal to Conduct a Wetland Delineation on the 25-acre Farmington City Parcel located at approximately 1300 West Clark Lane in Farmington, Utah

Dear Mr. Boshell:

Stantec Consulting Services Inc. is pleased to present this scope and fee to conduct a Wetland Delineation on the 25-acre Farmington City parcel located at approximately Clark Lane and 1300 West in Farmington, Utah.

We look forward to moving ahead with you on this project. Once you have had a chance to review our proposal, please let us know if you have any questions or comments.

Regards,

Stantec Consulting Services Inc.

Whitney McReynolds, PE, CPESC
Project Manager

Jacob Jensen, PE
Senior Associate



Proposal to Conduct a Wetland Delineation on the 25-acre Farmington City Parcel located at approximately 1300 West Clark Lane in Farmington, Utah

Scope of Services

The following scope of work is proposed as part of a formal wetland delineation to be submitted to the US Army Corps of Engineers (USACE). Presented below are the tasks Stantec proposes in order to complete a Wetland Delineation for the 25-acre Farmington City project site.

TASK 201 WETLAND DELINEATION

Stantec will use the standard guidance for evaluation for wetlands and waterbodies (three parameter approach) as outlined in the *1987 Corps Wetland Delineation Manual* as well as the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0, September 2008)*.

The wetland delineation will be conducted during the start of the growing season. The field work is dependent on the weather, vegetation and water table conditions on the site and will require approximately 4 days to complete. Appropriate features identified will be delineated and marked with pin flags and/or tape flagging. Geospatial data of these point locations will be captured via a handheld GPS unit (with sub-meter accuracy) to allow detailed mapping and reporting of pertinent features. A draft wetland delineation report will be compiled within fourteen days of survey completion and will be submitted to Henry Walker Homes and Farmington City for review. Upon acceptance of the draft report, a final report will be prepared and submitted to USACE for review.

Deliverables for the above listed work are the Wetland Delineation Report including detailed maps and field data sheets. This task includes one meeting with Henry Walker Homes and Farmington City to discuss the Wetland Delineation at the conclusion of the field work. Additional meetings will be charged to the client on a time and materials basis.

This task will be completed on a fixed fee basis for \$7,400.00.

TASK 201 REGULATORY COORDINATION AND CONCURRENCE

Following submittal of the Wetland Delineation Report to the USACE, Stantec will coordinate and conduct an onsite review of the wetland delineation with the USACE Project Manager. It is anticipated that the USACE will review the delineation approximately 3-4 weeks after submittal however, the timing of the delineation review will be at the discretion of the USACE Project Manager. Regulatory coordination and/or requests for additional information beyond that included in our standard wetland report will be completed as authorized by the Client as an extra service.

Stantec recommends the Client obtain an opinion and authority from regulating government agencies before proceeding with development or utilization of the property. If the Client proceeds to change, modify or utilize the property in question without obtaining authorization from the regulating governmental agency, it will be done at the Client's own risk and Stantec will not be responsible or liable for any resulting damages.

This task will be completed on a time and materials not to exceed basis for \$600.00.



Proposal to Conduct a Wetland Delineation on the 25-acre Farmington City Parcel located at approximately 1300 West Clark Lane in Farmington, Utah

Assumptions:

- Stantec will have open access to the property.
- Delays due to landowner access coordination, weather, etc., are not included in this cost estimate.
- This scope of work is for wetland delineation and reporting only.
- GPS guided survey equipment can be used on the site.
- The wetland delineation methods and results will be documented in a standard wetland delineation report. The report will contain written descriptions of the site and wetlands, surface water features, delineation methods, appropriate figures, completed survey of the wetland boundary, and US Army Corps of Engineer (USACE) wetland delineation data sheets.
- The information provided by Stantec regarding wetland boundaries is a scientific-based analysis of the wetland and upland conditions present on a site at the time of the fieldwork. The delineation will be performed by experienced and qualified professionals using standard practices and sound professional judgment. The ultimate decision on wetland boundaries rests with the USACE. As a result, there may be adjustments to boundaries based upon review by a regulatory agency. An agency determination can vary from time-to-time depending on various factors including, but not limited to, the agency representative completing the review, the timeliness of the agency review, recent precipitation patterns, and season of the year. In addition, the physical characteristics of the site can change over time, depending on the weather, vegetation patterns, drainage, activities on adjacent parcels, or other events. These factors can change the nature and extent of wetlands on the site.



Proposal to Conduct a Wetland Delineation on the 25-acre Farmington City Parcel located at approximately 1300 West Clark Lane in Farmington, Utah

Professional Fees

Environmental Services

Task 201 – Wetland Delineation \$7,500.00

Task 202 – Regulatory Coordination and Concurrence (Time and Materials Not to Exceed) \$600.00

Total **\$8,100.00**

Invoicing

Invoices are submitted monthly for work undertaken in the previous month. Payments are due immediately upon receipt of the invoice.

Additional Services

Services desired that are not described within the above scope of work will be considered additional services and require written authorization prior to commencing work.

Excluded Services

This scope of work does not include other items that have not been included in the scope of work. The following items are specifically excluded from our scope of services:

- Agency fees and permit application preparation (excavation, flood control, city, etc.).

Acceptance

Thank you for this opportunity, we feel this scope of work has covered all requested items. This proposal and associated fees are valid for a period of sixty (60) days.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson, Associate City Planner
Date: May 23, 2014
SUBJECT: **FINAL PLAT FOR THE FARMINGTON HOLLOW AND COTTAGES AT FARMINGTON HOLLOW CONSERVATION SUBDIVISIONS**

RECOMMENDATION

Move that the City Council approve the final plat for the Farmington Hollow and Cottages at Farmington Hollow Conservation Subdivision subject to all applicable Farmington City codes and development standards and the following condition: approval is subject to completion of the boundary adjustment between Farmington and Kaysville cities.

Findings:

1. The proposed development meets all of the standards and requirements of a conservation subdivision in the LR zone such as minimum lot sizes, lot widths and setbacks.
2. The proposed development is at a density of 2.85 units per acre, which is mostly consistent with the adjacent neighborhoods and the LDR General Plan designation of 4 units per acre.
3. The road layout will mitigate thru traffic and be prohibitive to high speeds.
4. 1800 North Street shall be landscaped and retain its rural character.
5. Larger lots shall be situated on the periphery of the project providing an acceptable transition to adjacent neighborhoods.
6. The overall layout follows the low density residential objectives of the General Plan.
7. In spite of the realization that the pipelines were in a different location than originally thought, the applicant provided an updated yield plan and was able to obtain the 67 lot threshold.
8. The Haight Creek Draw is shown on the Master Trails Map as a future trail corridor; the current plan has this trail shown.

BACKGROUND

By resolution, the Farmington City Council on October 1, 2013, accepted a petition for study from the applicant to annex the subject property referenced above. Since then, the applicant received preliminary plat approval from the Planning Commission and an LR zone designation for the property. The zone change did not take place until the property was annexed into the City, which has occurred.

The Haight Creek draw runs along the western portion of the property. Gas lines traverse the property running north to south separating the easterly 6 acres from the remaining property located west of the gas lines. The applicant has split the approved Preliminary Plat into two separate plat applications. For the Farmington Hollow portion of the property, the applicant is proposing 46 larger lots (over 10,000 s.f. in size) west of the pipelines and along every border of the property with the exception of the eastern border. The remaining 16 lots comprise the Cottages at Farmington Hollow application, these lots range in size from 7,522-18,044 s.f. and are found east of the pipelines.

The applicant has been before the Planning Commission on four separate occasions for Schematic Plan. The applicant proposed a revised schematic plan for a conservation subdivision (option 1) before the Planning Commission on January 9th, 2014 and was recommended for approval. The applicant removed the trail, took the lot count (as determined by the yield plan) from 74 lots to 67, increased the average lot area throughout the development, kept the landscape buffer along 1800 North and added sidewalks throughout the development (with the exception of the eastern cul-de-sac which only has sidewalks on one side of the street).

The applicant worked with City Staff and many of the neighbors to arrive at the schematic plan that was before the Planning Commission on January 9th. Many of the concerns of the surrounding neighbors were addressed, particularly the buffer along 1800 North, sidewalks throughout (although they aren't completely throughout), removal of the trail and particularly there were fewer and bigger lots proposed. On February 4th, the City Council approved the Schematic Plan. On March 19th, the Planning Commission approved the Preliminary Plat.

Currently the City is rewriting the Zoning Ordinance for Chapter 12, which will include adjusting the setbacks to better fit the unique zones and their requirements. For instance, the R zone and the AA zone have the same setback requirements, however, the R zone has a minimum lot size of 6,500 s.f. in a conservation subdivision option 1, while the AA zone has a minimum lot size of 14,000 s.f.; these two zones should have setbacks that more accurately reflect their respective lot sizes. In the meantime, while Chapter 12 is amended, the applicant is requesting flexibility in the setback requirements as follows:

20' Front 25' (i.o. 30') Rear 8'-10' Side (Farmington Hollow) /5'-10' (Cottages)

The 20' front setback is already allowed in a conservation subdivision as long as the garage doesn't protrude. Staff has spoken with the applicant and Ivory Homes and determined that all of these setback alterations are reasonable and are consistent with the spirit of the ordinance. Additionally, Chapter 11-12-065 of the Zoning Ordinance states:

"Subject to the provisions set forth herein, any provision of this chapter may be waived by the City upon a vote of not less than (4) members of the City Council. Such waiver(s) shall be granted only in limited circumstances as deemed appropriate and necessary by the City Council."

SUPPLEMENTAL INFORMATION

1. Vicinity map
2. Farmington Hollow Final Plat
3. The Cottages at Farmington Hollow Final Plat
4. Updated Yield Plan
5. 1800 North Survey and Cross Section
6. Trail Master Plan
7. Landscape Plan

Respectfully Submitted

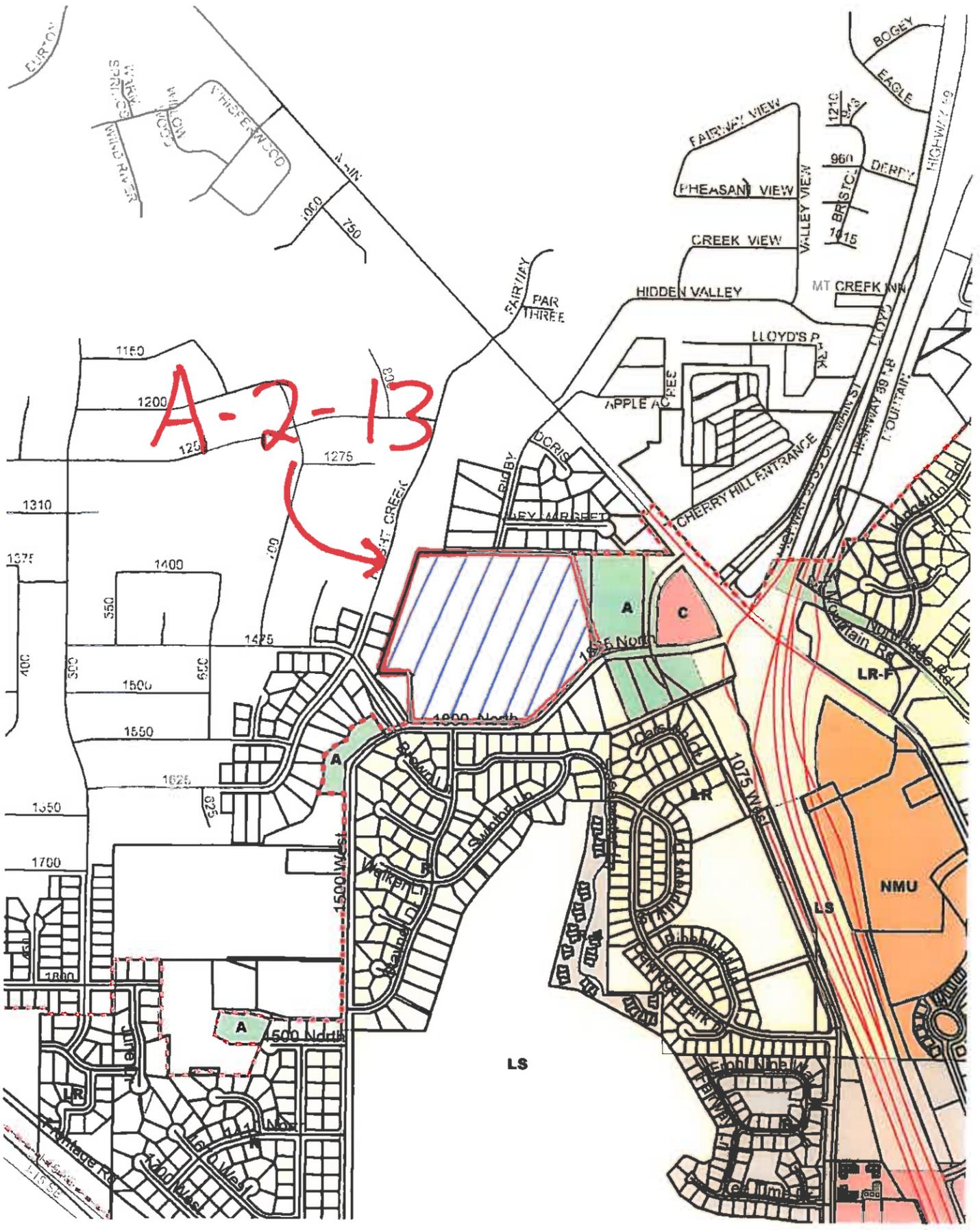


Eric Anderson
Associate City Planner

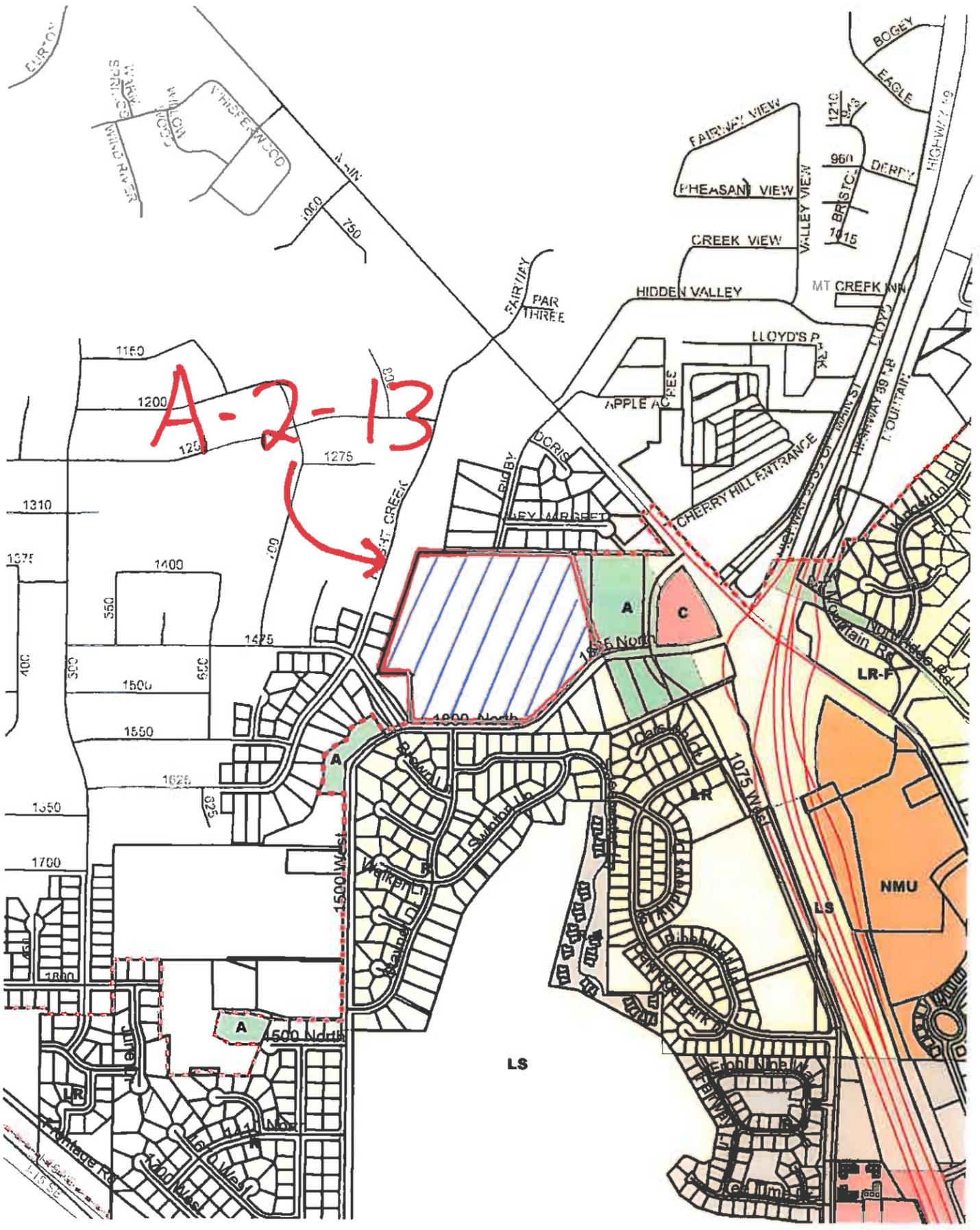
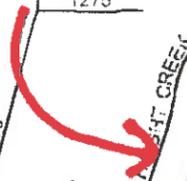
Concur



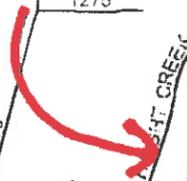
Dave Millheim
City Manager



A-2-13



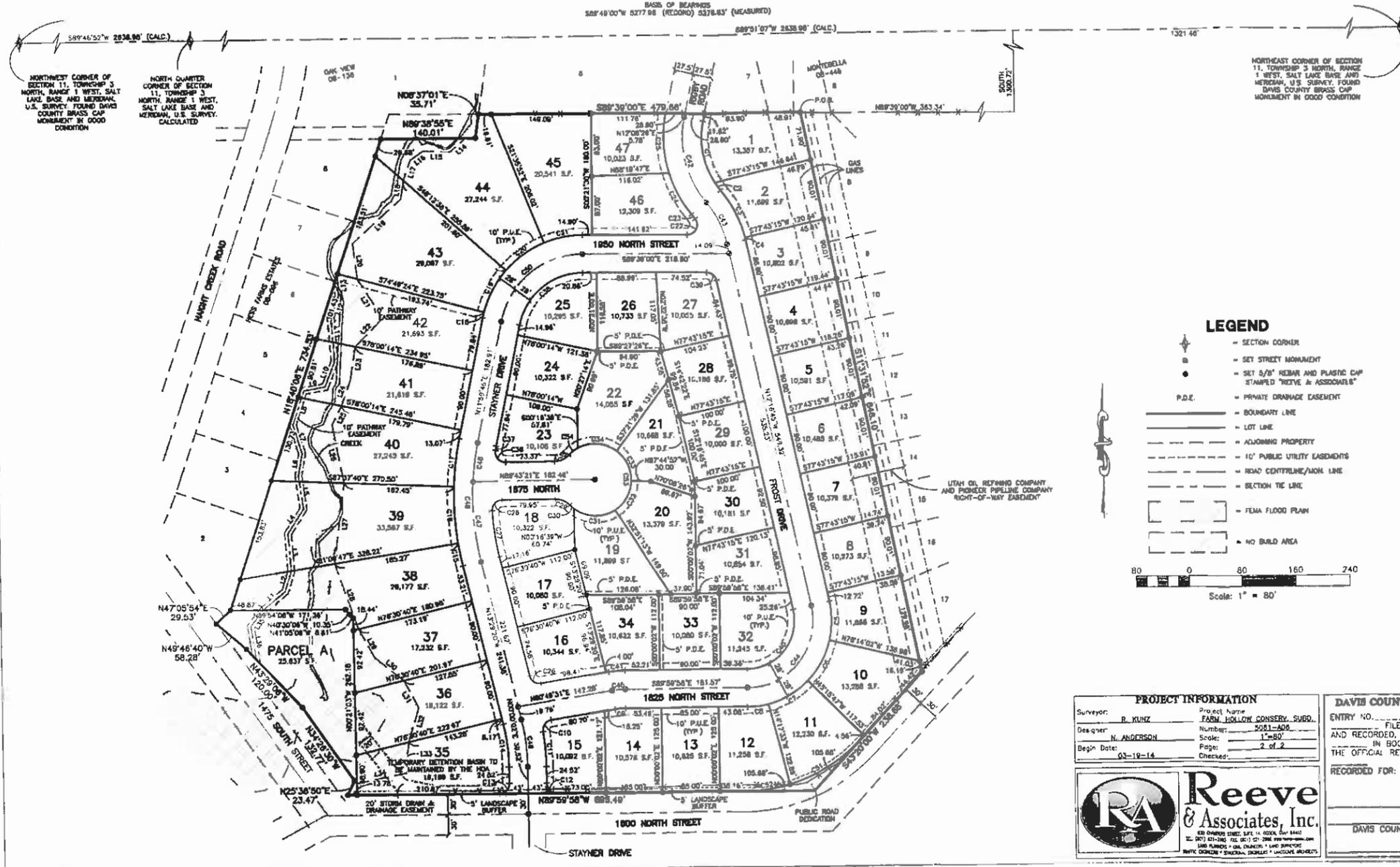
A-2-13



FARMINGTON HOLLOW A CONSERVATION SUBDIVISION

PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
FARMINGTON CITY, DAVIS COUNTY, UTAH

BASE OF BEARINGS
S89°48'00"W 5277.98' (RECORD) 5378.83' (MEASURED)



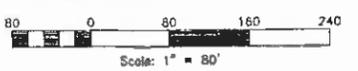
NORTHWEST CORNER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY FOUND DAVIS COUNTY BRASS CAP MONUMENT IN GOOD CONDITION

NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY FOUND DAVIS COUNTY BRASS CAP MONUMENT CALCULATED

NORTHEAST CORNER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY FOUND DAVIS COUNTY BRASS CAP MONUMENT IN GOOD CONDITION

LEGEND

- SECTION CORNER
- SET STREET MONUMENT
- SET 5/8" REBAR AND PLASTIC CAP STAMPED "REVEE & ASSOCIATES"
- PRIVATE DRAINAGE EASEMENT
- BOUNDARY LINE
- LOT LINE
- ADJOINING PROPERTY
- 10' PUBLIC UTILITY EASEMENTS
- ROAD CENTRALLINE/MON. LINE
- SECTION TIE LINE
- FEMA FLOOD PLAIN
- NO BUILD AREA



PROJECT INFORMATION

Surveyor: B. KUNZ Project Name: FARM HOLLOW CONSERV. SUBD.
 Designer: N. ANDERSON Number: 5081-ADD
 Begin Date: 03-19-14 Scale: 1"=80'
 Checked: _____ Pages: 2 of 2

Reeve & Associates, Inc.
 601 OWENS STREET, SUITE 110, OGDEN, UTAH 84401
 TEL: (801) 461-2366 FAX: (801) 461-2988 WWW.REVEE-ASSOCIATES.COM
 1000 PLANNING & ENGINEERING • LAND SURVEYING • LAND ACQUISITION • ENVIRONMENTAL SERVICES

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
 AND RECORDED _____ FILED FOR RECORD _____
 IN BOOK _____ AT _____
 THE OFFICIAL RECORDS PAGE _____

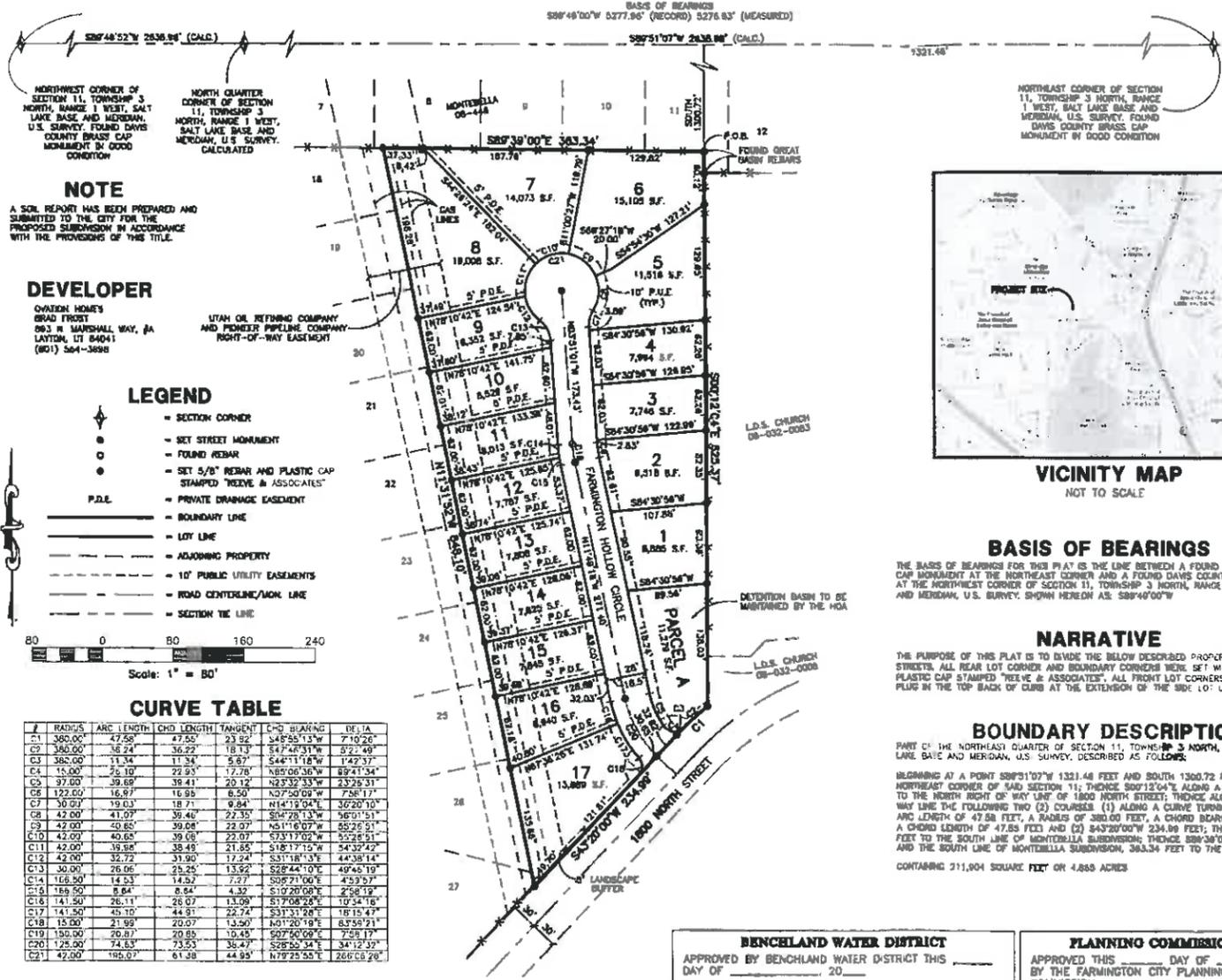
RECORDED FOR: _____

DAVIS COUNTY RECORDER _____
 DEPUTY _____

SW Comments to Brad 5-1-14

THE COTTAGES AT FARMINGTON HOLLOW A CONSERVATION SUBDIVISION

PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
FARMINGTON CITY, DAVIS COUNTY, UTAH



NOTE
A SOIL REPORT HAS BEEN PREPARED AND SUBMITTED TO THE CITY FOR THE PROPOSED SUBDIVISION IN ACCORDANCE WITH THE PROVISIONS OF THIS TITLE.

DEVELOPER
OASION HOMES
683 N. MARSHALL WAY, #A
LAYTON, UT 84041
(801) 544-3888

- LEGEND**
- SET CORNER
 - SET STREET MONUMENT
 - FOUND REBAR
 - SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
 - P.D.E. PRIVATE DRAINAGE EASEMENT
 - BOUNDARY LINE
 - LOT LINE
 - ADJOINING PROPERTY
 - 10' PUBLIC UTILITY EASEMENTS
 - ROAD CENTERLINE/MON. LINE
 - SECTION LINE



CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	380.00	47.58	47.58	23.82	S48°55'13"W	7°10'26"
C2	380.00	38.24	36.22	18.13	S47°48'31"W	5°22'49"
C3	380.00	11.34	11.34	5.67	S44°11'18"W	1°42'37"
C4	15.00	29.10	29.83	7.78	N89°00'36"W	89°11'34"
C5	37.00	39.69	38.41	20.12	N23°32'33"W	23°26'31"
C6	122.00	16.87	16.95	8.50	N07°50'09"W	7°58'17"
C7	30.00	19.03	18.71	9.84	N14°19'04"E	36°20'10"
C8	42.00	41.09	39.48	22.35	S04°28'13"W	58°01'51"
C9	42.00	40.65	39.08	22.07	N51°16'07"W	55°25'51"
C10	42.00	40.65	39.08	22.07	S73°17'02"W	53°28'51"
C11	42.00	39.58	38.48	21.85	S18°17'19"W	54°32'42"
C12	42.00	32.72	31.90	17.24	S33°18'13"E	44°38'14"
C13	30.00	26.06	25.25	13.52	S28°44'10"E	49°45'19"
C14	166.50	14.23	14.52	7.27	S08°21'00"E	4°33'57"
C15	166.50	8.64	8.64	4.32	S10°20'08"E	2°58'19"
C16	141.50	26.11	26.07	13.09	S17°08'28"E	10°34'16"
C17	141.50	45.10	44.81	22.74	S33°33'26"E	18°15'49"
C18	15.00	21.99	20.07	13.50	N01°20'18"E	83°59'21"
C19	150.00	20.87	20.85	10.45	S07°50'08"E	7°58'17"
C20	125.00	74.83	73.53	36.47	S28°55'34"E	34°12'32"
C21	42.00	155.07	61.98	44.95	N79°25'55"E	266°08'26"

CITY COUNCIL APPROVAL
APPROVED THIS _____ DAY OF _____, 20____
BY THE FARMINGTON CITY COUNCIL.
ATTEST: _____
FARMINGTON CITY MAYOR CITY RECORDER

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

CITY ATTORNEY'S APPROVAL
APPROVED THIS _____ DAY OF _____, 20____
BY THE FARMINGTON CITY ATTORNEY.
FARMINGTON CITY ATTORNEY

CITY ENGINEER'S APPROVAL
APPROVED THIS _____ DAY OF _____, 20____
BY THE FARMINGTON CITY ENGINEER.
FARMINGTON CITY ENGINEER DATE

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

PLANNING COMMISSION APPROVAL
APPROVED THIS _____ DAY OF _____, 20____
BY THE FARMINGTON CITY PLANNING AND ZONING COMMISSION.
CHAIRMAN, FARMINGTON CITY PLANNING COMMISSION

PROJECT INFORMATION
Surveyor: R. KUNZ
Project Name: COTTAGES AT FARM. HOLLOW
Designer: N. ANDERSON
Scale: 1"=80'
Begin Date: 02-18-14
Checked: _____



DAVIS COUNTY RECORDER
ENTRY NO. _____ FEE PAID _____
AND RECORDED _____ AT _____
IN BOOK _____ OF _____
THE OFFICIAL RECORDS PAGE
RECORDED FOR: _____
DAVIS COUNTY RECORDER DEPUTY

SURVEYOR'S CERTIFICATE
I, ROBERT D. KUNZ, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAN IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAN, AND THAT THIS PLAN OF THE COTTAGES AT FARMINGTON HOLLOW A CONSERVATION SUBDIVISION IN FARMINGTON CITY, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF FARMINGTON CITY, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20____

150228
UTAH LICENSE NUMBER ROBERT D. KUNZ

OWNER'S DEDICATION AND CERTIFICATION
WE, THE UNDERSIGNED, OWNERS OF THE HEREIN-DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS, AND STREETS, AS SHOWN ON THIS PLAN, AND NAME SAID TRACT OF LAND THE COTTAGES AT FARMINGTON HOLLOW A CONSERVATION SUBDIVISION, AND HEREBY DEDICATE, GRANT AND CONVEY TO FARMINGTON CITY, DAVIS COUNTY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO DEDICATE TO FARMINGTON CITY THOSE CERTAIN STRIPS AS EASEMENTS FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AS MAY BE AUTHORIZED BY FARMINGTON CITY AND ALSO TO DEDICATE TO THE HOME OWNER'S ASSOCIATION PARCEL A TO BE MAINTAINED AND USED FOR OPEN SPACE AND STORM DRAINAGE PURPOSES.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS SUBDIVISION HAS MET ALL REQUIREMENTS OF FARMINGTON CITY ORDINANCES.

SIGNED THIS _____ DAY OF _____, 20____

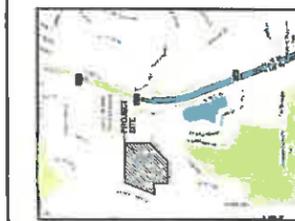
ACKNOWLEDGMENT
STATE OF UTAH)ss.
COUNTY OF _____)
ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME _____ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES _____ NOTARY PUBLIC

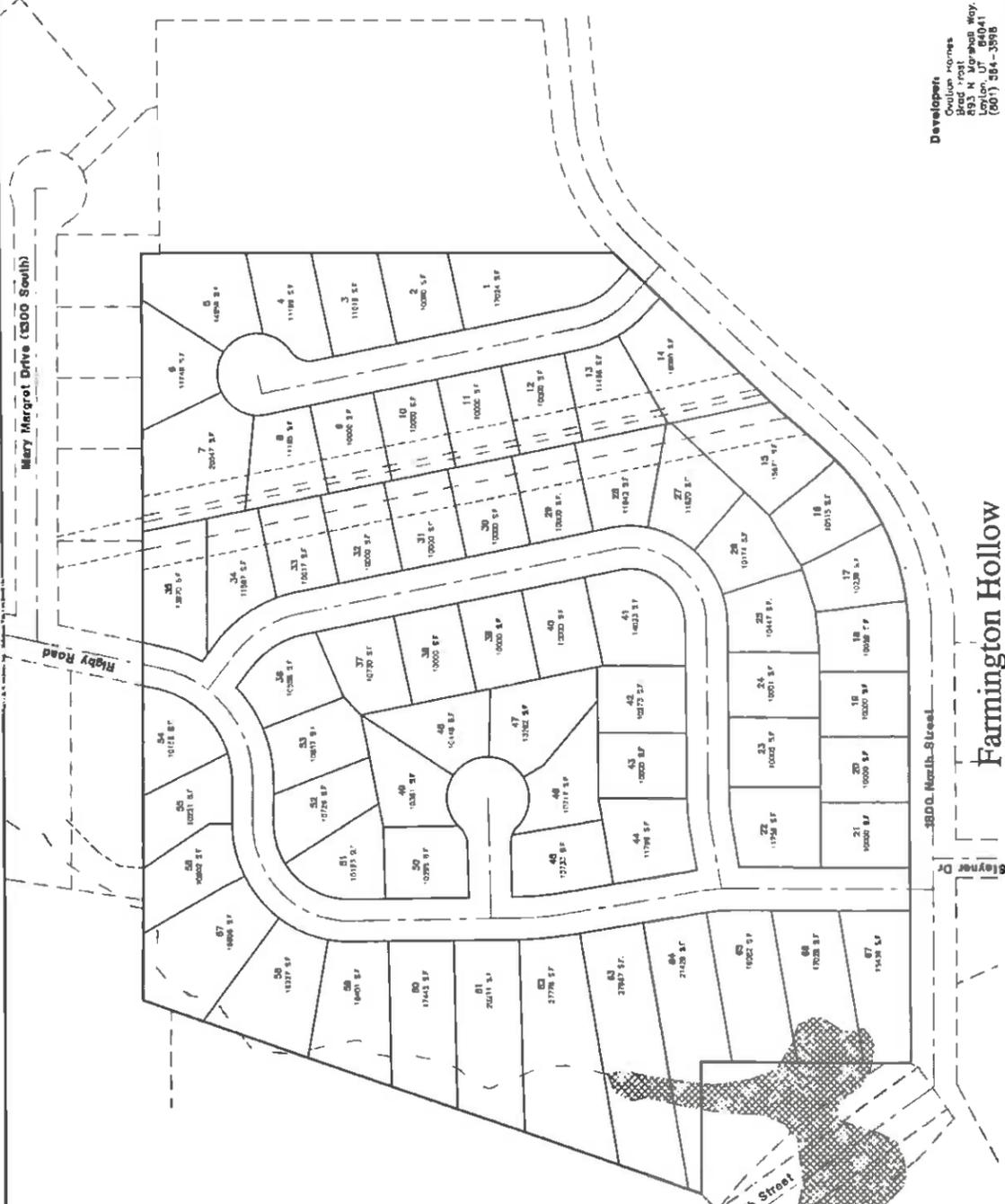
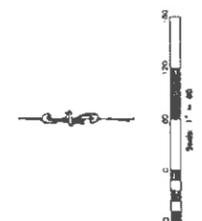
ACKNOWLEDGMENT
STATE OF UTAH)ss.
COUNTY OF _____)
ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES _____ NOTARY PUBLIC

SW Comments to Grad 5/1/14



Vicinity Map



- LEGEND**
- ✦ SECTION CORNER
 - BOUNDARY LINE
 - ROAD CENTERLINE
 - ADDRESS FRONTAGE
 - ▨ FLOOD PLAIN

NOTES:
 1. CONTAINS ARE SHOWN WITH A TWO FOOT OFFSET.

THIS PLAN AND INFORMATION HAS BEEN PREPARED BY THE ENGINEER AND ARCHITECT FROM THE INFORMATION PROVIDED BY THE DEVELOPER. THE ENGINEER AND ARCHITECT MAKE NO WARRANTY AS TO THE ACCURACY OF THE INFORMATION PROVIDED BY THE DEVELOPER. THE ENGINEER AND ARCHITECT MAKE NO WARRANTY AS TO THE ACCURACY OF THE INFORMATION PROVIDED BY THE DEVELOPER.

Developer:
 Coulton Homes
 Brad Frost
 3531 S. 1000 W.
 Salt Lake City, UT 84041
 (801) 254-3598

Farmington Hollow

Farmington City, Davis County, Utah

Revised: Feb. 17, 2014

Yield Plan

Part of the 1/4 Section 27, T12N, R10E, S10E, 4th Ed. PLATS 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

DATE	DESCRIPTION



R & Associates, Inc.
 1000 S. 1000 W., Suite 100
 Salt Lake City, UT 84141
 (801) 254-3598

Project Name	Farmington Hollow
Owner	Coulton Homes
Design Firm	R & Associates, Inc.
Project No.	1000
Scale	1" = 40'
Date	Feb. 17, 2014
Sheet No.	1
Total Sheets	1



Reeve & Associates, Inc.

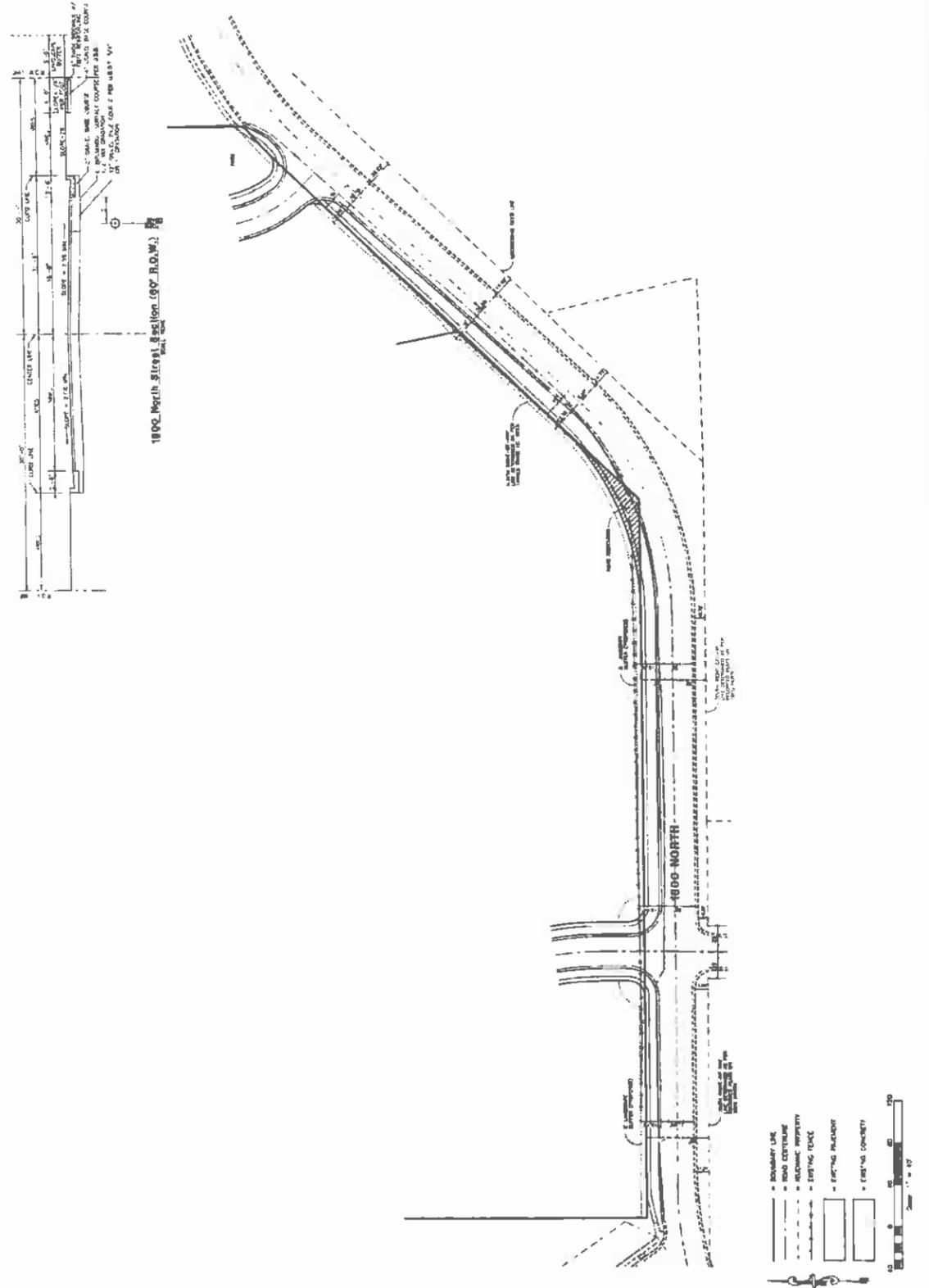
DATE: 3/10/14
SCALE: AS SHOWN

TANNER PROPERTY SURVEY EXHIBIT

PROJECT NO. 14-001

Client: Tanner Property
Surveyor: [Name]
Date: 3/10/14
Scale: As Shown
Sheet: 1 of 1

Revised, March 10, 2014



Scale: 1" = 40'

Scale: 1" = 40'

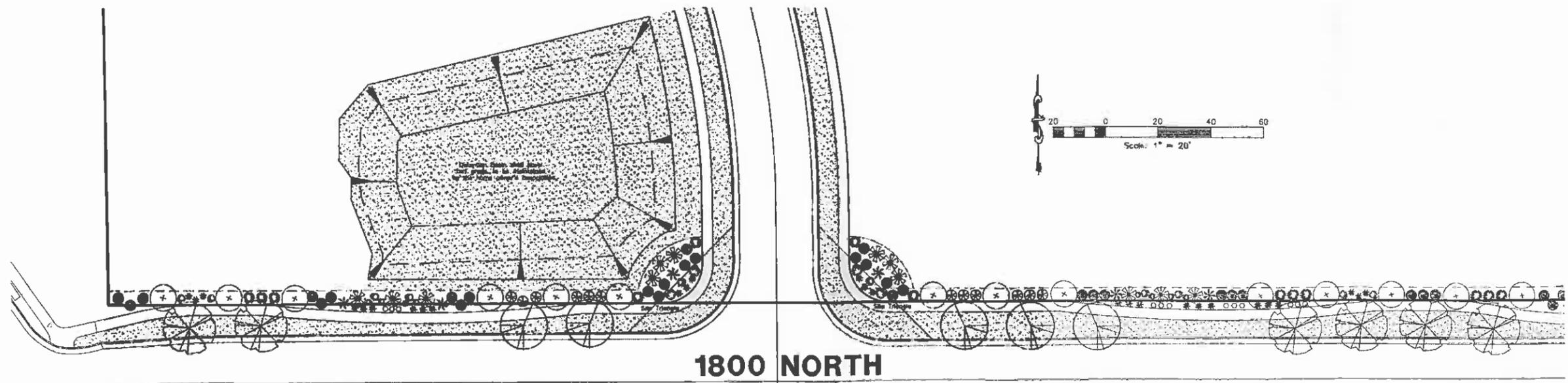


DATE	REVISIONS	DESCRIPTION

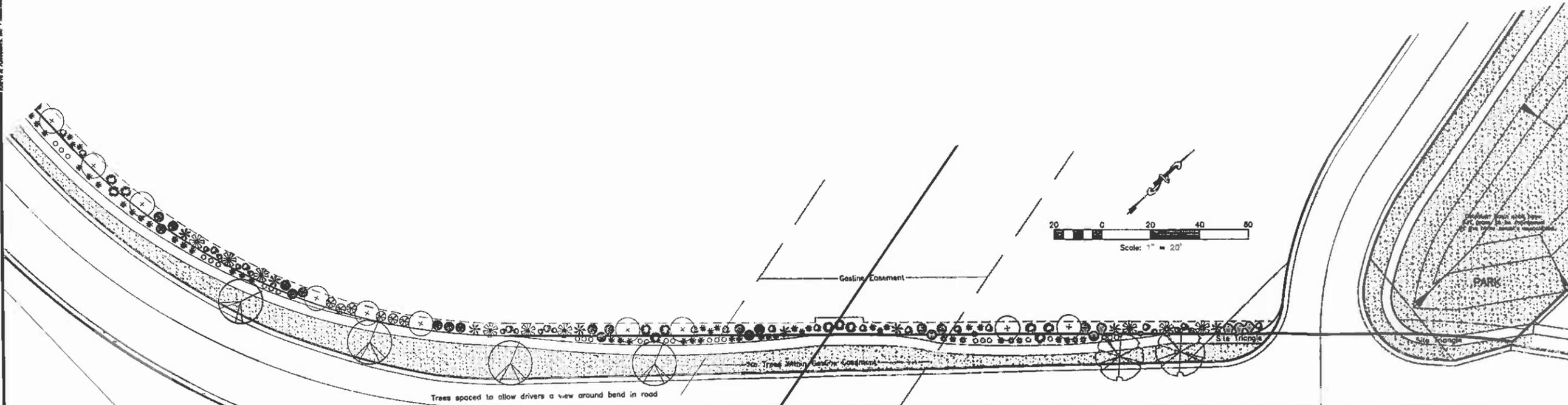
Landscape Plan
 FARMINGTON CITY, DAVIS COUNTY, UTAH
Farmington Hollow Conservation Subd.
The Cottages at Farmington Hollow

Project Info
 Surveyor: J. FLETCHER
 Designer: N. ANDERSON
 Begin Date: FEBRUARY 14, 2014
 Name: TANNER PROPERTY
 Scale: 1"=40'
 Checked: _____
 Number: 5001-605

Sheet **2**
 of **1**



1800 NORTH



1800 NORTH

CITY COUNCIL AGENDA

For Council Meeting:
June 3, 2014

SUBJECT: The Haws Companies (THC) Zone Change, PMP, Development Agreement and Zone Text Change Applications

ACTION TO BE CONSIDERED:

See staff report for recommendation.

GENERAL INFORMATION:

See staff report prepared by David Petersen.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: June 3, 2014

SUBJECT: **THE HAWS COMPANIES (THC) ZONE CHANGE, PMP, DEVELOPMENT AGREEMENT, AND ZONE TEXT CHANGE APPLICATIONS (#Z-5-13, #Z-6-13, #PMP-03-13, #ZT-5-14)**

RECOMMENDATION

I. Zone Change

Approve the enclosed ordinance rezoning 16.19 acres north of Burke Lane and west of the Union Pacific R.R. right-of-way from A (Agriculture) to OMU (Office Mixed Use) and rezoning 21.56 acres west of Station Parkway and north Park Lane from A (Agriculture) to GMU (General Mixed Use); and rezoning land located within the aforementioned properties along Shepard Creek to OS (Open Space) with a width of not less than 50 feet on each side of the center line of the creek.

Findings:

1. The zone change is consistent with the Farmington City General Plan (future land use map and text) and will allow mixed use development recommended for the subject property.
2. The zone change matches the zone designations identified on the Farmington City Regulating plan for this area.

II. Development Agreement, Alternative Development Standards, and PMP

A Approve the enclosed draft development agreement, which includes the alternative development standards (and the PMP which is an exhibit thereto), subject to all applicable Farmington City standards and ordinances and the following:

1. The City Council must resolve all of the issues set forth in the attached memo from Jody Burnett to the City Council.
2. The agreement shall be recorded against the property, but the City must receive a current title report from the applicant to identify that all property owners have signed the agreement, and the City must also receive necessary acknowledgment and consent

documents signed by owners of property within the original 33 acre PMP site in a manner and form acceptable to the City Attorney.

3. The City is in the process of preparing modifications to the Regulating Plan for the area. Any portions of the development agreement and the PMP not consistent with these changes shall be updated accordingly prior to execution and recordation of the agreement.
4. The PMP must be updated accordingly as per the attached comments from the City Engineer and other members of the DRC.
5. Street cross-sections for Station Parkway and Grand Avenue will be finalized concurrent with development plan review as sites along these collector street are considered by the City for approval.

Findings:

1. The PMP is consistent with the Farmington City General Plan;
2. It complies with all other city codes, rules, regulations and standards applicable to the proposed PMP;
3. The PMP complies with all applicable codes, rules, regulations and standards of any agencies or entities with regulatory jurisdiction over the proposed PMP area; and
4. If the changes to the PMP and Alternative Development standards are made as recommended herein, the PMP is consistent with the criteria in Section 11-18-114.
5. Two pylon signs at 55' from grade as measured at the base of the sign (or approximately 40' in height from the grade of the freeway are: a) clearly visible from the interstate; 2) will not compete for attention as there are no other commercial signs located in Farmington on the west side of I-15 north of Park Lane; 3) will help the success of the project and will be good for local economic development; 4) the signs, as opposed to much taller signs closer to the commercial uses within the project, will not compete with other signs in the development; 5) on balance, less tall signs in height on the freeway are better than monster high signs in the interior of the project.
6. The building and parking placement of the 4 acre TMU site do not encourage pedestrian activity on the street and are not consistent with city ordinances. [Note: this finding assumes that the City Council does not approve the developer's request as per the Planning Commission recommendation].
7. The Alternative Development Standards set for in the development meet the following findings:

- a. Are consistent with the Farmington City General Plan;
- b. Comply with applicable city codes, rules, regulations and standards applicable to the proposed PMP, except that Development Standards specifically included in the development agreement are different from Development Standards contained in the Farmington City Ordinances;
- c. Are otherwise consistent with any Development Standards determined by the City to be applicable to all development within the mixed-use area;
- d. Establish a mix of uses in locations that will promote and encourage the goals of the TOD mixed-use districts and be consistent with the objectives of Section 11-18-105 (Uses); and
- e. Establish circulation and transportation features sufficient to meet the requirements of Section 11-18-104 (Regulating Plan), to coordinate with anticipated offsite circulation and transportation features and to further any applicable community-wide transportation objectives [staff note: this finding is only acceptable if the regulating plan is amended consistent with the item III below].

- OR-

- B. Table action of the Development Agreement, until the City Council determines whether or not the Development Agreement, alternative development standards, and PMP, meet the standards of Section 114 of Chapter 18 of the Zoning Ordinance as referenced in the email from John Bilton to Dave Milheim dated (see attached).

III. Regulating Plan Amendment—Zone Text Change

Table action regarding zone text amending the regulating plan until changes thereto are made by the City's traffic engineer and are presented to the City Council for its consideration.

BACKGROUND

Mayor Talbot asked city staff to prepare illustrations which demonstrate the THC sign proposal in relation to other signs along I-15 in the Farmington/Centerville area to help the Council make a decision regarding sign height. These illustrations may be found in the supplementary information of the staff report.

Supplemental Information:

1. Rezone Ordinance.
2. Jody Burnett memo by way of email, May 29, 2014
3. Development Agreement, including PMP, related alternative development standards, and the THC Pylon Sign proposal.
4. Illustrations which show THC's proposed sign height compared to other signs in the area.
5. John Bilton email, May 23, 2014.
6. THC response to John Bilton email, May 26, 2014.
7. Brigham Mellor email, May 15, 2014.
8. Section 11-18-108 Project Master Plan
9. Section 11-18-114 Alternative Approval Process; Development Agreements

Applicable Ordinances

1. General Plan text (Chapter 11)
2. Chapter 18 Mixed Use Districts

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2014 -

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW
A CHANGE OF ZONE FOR PROPERTY LOCATED NORTH OF
PARK LANE AND WEST OF THE UNION PACIFIC RIGHT-OF-
WAY FROM A TO OMU, GMU AND OS.**

WHEREAS, the Farmington City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to the Farmington City Zoning Ordinance and has found it to be consistent with the City's General Plan; and

WHEREAS, a public hearing before the City Council of Farmington City was held after being duly advertised as required by law; and

WHEREAS, the City Council of Farmington City finds that such zoning change should be made;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Farmington City, Utah:

Section 1. Zoning Change. The property described in Application # Z-5-13, filed with the City, and located north of Burke Lane and west of the Union Pacific R.R. right-of-way from A (Agriculture) to OMU (Office Mixed Use) (16.19 acres), said property being more particularly described on Exhibit "A" attached hereto.

Section 2. Zoning Change. The property described in Application # Z-6-13, filed with the City, and located west of Station Parkway and north of Park Lane from A (Agriculture) to GMU (Office Mixed Use) (21.56 acres), said property being more particularly described on Exhibit "A" attached hereto.

Section 3. Zoning Change. Shepard Creek traverses the property described in Sections 1 and 2 herein. Notwithstanding the foregoing, portions of the afore said property shall be re-zone from A (Agriculture) to OS (Open Space) as measured from 50 feet from the centerline of said creek more particularly illustrated on Exhibit "A" attached hereto.

Section 4. Zoning Map Amendment. The Farmington City Zoning Map shall be amended to show the change.

Section 5. Effective Date. This ordinance shall take effect immediately upon recordation of a development agreement affecting the property described in Exhibit "A".

DATED this 3rd day of May, 2014.

FARMINGTON CITY

H. James Talbot
Mayor

ATTEST:

Holly Gadd
City Recorder

EXHIBIT "A"

(Page 1 of 2)

Legal Description of Property

A (Agriculture) to OMU (Office Mixed Use):

LegalDescr BEG IN THE N LINE OF BURKE LANE AT THE SW COR OF LOT 1, BLK 34, BC PLAT, FARMINGTON TS SURVEY; & RUN TH N 40.0 RODS; TH E 35.50 RODS, M/L, TO THE W'LY LINE OF A RR R/W; TH SE'LY 834.0 FT, M/L, ALG SD RR; TH S 9.0 RODS TO THE N LINE OF SD LANE; TH W 82.0 RODS; M/L TO THE POB (CONTAINING 16.19 ACRES)--

Less property within 50 feet from the center line of Shepard Creek which shall be zoned OS (Open Space).

A (Agriculture) to GMU (Office Mixed Use):

ALL OF PARCEL F, PARK LANE COMMONS (CONT. 0.26700 ACRES), ALL OF PARCEL E, PARK LANE COMMONS PARCELS E AMENDED AND H (CONT. 9.98900 ACRES), AND ALL OF PARCEL H, PARK LANE COMMONS PARCELS E AMENDED AND H (CONT. 11.25000 ACRES)--

Less property within 50 feet from the center line of Shepard Creek which shall be zoned OS (Open Space).

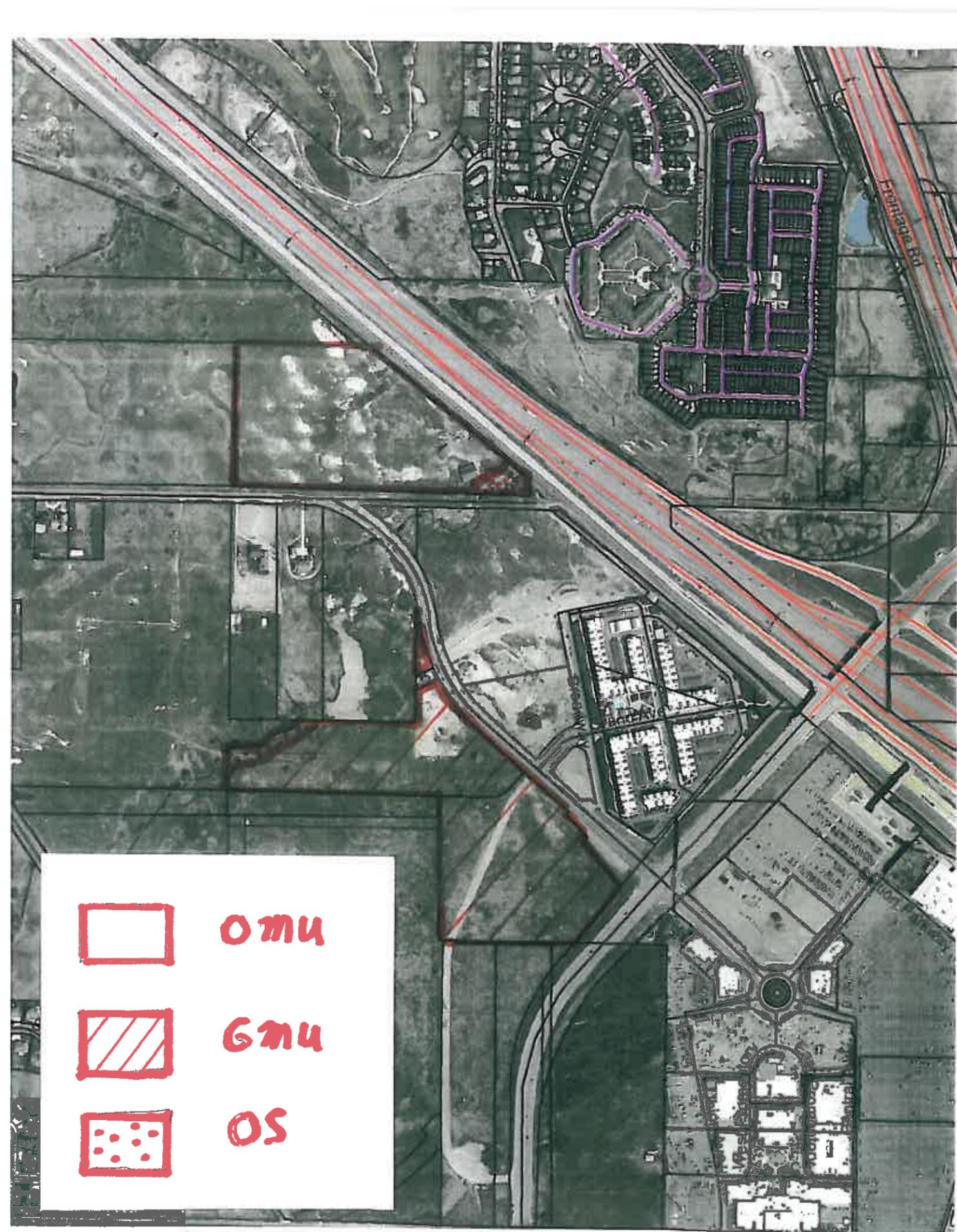


Exhibit "A"
(pg. 2 of 2)

Memorandum to Mayor Talbot and City Council re: Proposed Supplemental Development Agreement For The Park Lane Commons Project

From : Jody K Burnett

<jburnett@williamsandhunt.com>

Thu, May 29, 2014 11:29 AM

 2 attachments**Subject :** Memorandum to Mayor Talbot and City Council re: Proposed Supplemental Development Agreement For The Park Lane Commons Project**To :** Dave Millheim

<dmillheim@farmington.utah.gov>

Cc : Dave Petersen

<dpetersen@farmington.utah.gov> ,

Todd Godfrey <tjgodfrey@mhlaw.net> ,

Scott Harwood

(Scott@thehawscompanies.com)

<Scott@thehawscompanies.com> , Jason

Nelsen (jason@nelsenlawoffices.com)

<jason@nelsenlawoffices.com>

Dave,

I am forwarding this memorandum for distribution to Mayor Talbot and the members of the City Council as part of their packets for the June 3rd meeting identifying certain issues that will require a decision by the Council with respect to some of the provisions of the attached proposed Supplemental Development Agreement For The Park Lane Commons Project.

By way of an introduction, I want to emphasize that it is important for the members of the Council to review the entire agreement. I will be present at the meeting on Tuesday, June 3rd to answer any questions and assist as necessary. However, there are some specific provisions of the proposed agreement that reflect a request by the applicant asking the Council to approve modifications under Section 11-18-114 of the Mixed-Use Districts Ordinance that are different than what the Planning Commission recommended for the Project. Those include the following, with corresponding references to the

sections of the Staff Report for the May 20th City Council meeting:

§5.1.1-Signage Plan (Staff Report item #1, page 5)- please note the blanks that have been left for insertion of the height of the two (2) pylon signs. Also staff suggested that the final design and width of the signs determined at the time of the first development plan review within the Project.

§5.1.2 & 5.1.3 Building Orientation (Staff Report items #2 and 8 on pages 6-7)- we have tried to condense these issues into these 2 sections but this will require a decision by the Council regarding building orientation, primarily along Grand Avenue north of Station Parkway.

§5.1.6 Location of Drive-Up Windows (Staff Report item #6 on page 7)- The Planning Commission gave a favorable recommendation on allowing 2 drive-up windows, but this ties into the building orientation issue and whether the Council is willing to approve the 2 drive-up windows at the locations as described and depicted in the PMP and exhibits thereto.

As you are aware, the Applicant, Staff and legal counsel for both parties have worked very hard to negotiate the terms of the attached agreement and I believe we have reached the point where we can jointly recommend the agreement to the Council for their approval subject to resolving the issues discussed above.

Thanks

Jody K Burnett
Lawyer
257 East 200 South, Suite 500
P.O. Box 45678
Salt Lake City, Utah 84145-5678
801-521-5678 (v) 801-364-4500 (f)
www.williamsandhunt.com

WILLIAMS HUNT
LAWYERS

May 26, 2014

Farmington City
C/O Mayor Talbot & City Council Members
160 S. Main
Farmington, UT 84025

Electronic Delivery

Dear Mayor and City Council,

We have been asked by Council Member Bilton to provide information as to how the Park Lane Commons project provides appropriate consideration, in the form of monetary, tangible or intangible consideration of benefit to the City or public from this proposed development. This language in the code specifies that this is specific to altering Development Standards in Sections 11-18-112, 11-18-113, and 11-18-106. Given that there are a couple of new Council Members, we appreciate the opportunity to answer this question, and provide some background to help you in determining the justification needed to alter generally applicable standards. Here is our answer to the question asked:

A 72 Acre Master Planned Mix-Use Project with 18 years of History. The master planned project of Park Lane Commons is part of an area within Farmington that was conceived over 18 years ago. It includes 72 acres of what was part of a 136 acre assemblage of property by The Haws Companies and was annexed into the City of Farmington as an effort to create a themed master planned project area. The intent was to create a mix of uses with a common theme that would help establish a tax base with tenants that would allow the local community to find much needed services within their own community. The tax base alone for this project is huge consideration of benefit to Farmington City.

Park Lane Commons adds to the Sustainability of Station Park and the surrounding area. Station Park is an incredible beginning and will anchor a Themed Mix Use concept that will be a great draw to our community which will require the support of our local community and all of Davis County as well. The continuation of this momentum is critical to Station Park's future success. Expanding development around Station Park will provide an additional mix and variety of uses. Allowing other uses that will surround this development will add to the success and sustainability of this area.

Park Lane Village Apartments needs supporting services around it. Park Lane Village Apartments is part of this overall master plan and is conveniently positioned to support the transit system. It provides walkability for residents that will support a mixed use project area. A mixture of uses and services, along with continued development will provide the vibrancy that is needed to continue the momentum that has been established. Empty fields surrounding this apartment complex is not the best use of the property and discourages existing tenants. One of the most asked questions at Park Lane Village Apartments from existing AND prospective tenants, is when can they expect to see supporting uses around their site.

A Mix of Uses with a consistent theme will add to our community. The Theme with common landscaping, entry signage and buildings that are designed and as illustrated in the renderings provided by Architectural Nexus are consistent with the type of development we would like to see in this area. The mix of Medical, Services, Restaurants - both fast food and sit-down, Offices and Retail will complement what has already been started and will balance both sides of Park Lane.

Additional Jobs and Employment are added to Farmington City. With the addition of additional tenants and business as part of Park Lane Commons, jobs and employment are increased in the community. Providing meaningful employment for those in Farmington City and Davis County is a major benefit of this development moving forward.

A Community Wellness Center is needed in our Community. As discussed by Judge Memmott in the Public Hearing on May 20, the area at the Red Barns is proposed to be part of a Community Wellness Center. We recognize the need within our community to provide these services to families while preserving the look and feel of what has already been started with the Red Barns. This will be a complementary transition to the future business park that is proposed along Station Parkway over to Shepard Lane.

We are confident that the above items as listed, in addition to others that you may determine, will help you in evaluating the benefits to the City as we look to incorporate Section 114 into our development plans.

Sincerely,

The Haws Companies

**SUPPLEMENTAL DEVELOPMENT AGREEMENT
FOR THE PARK LANE COMMONS PROJECT**

WHEN RECORDED RETURN TO:

The Haws Companies
Attn: Scott W Harwood,
1200 West Red Barn Lane
Farmington, UT 84025

**SUPPLEMENTAL
DEVELOPMENT AGREEMENT
FOR THE PARK LANE COMMONS PROJECT**

THIS SUPPLEMENTAL DEVELOPMENT AGREEMENT FOR THE PARK LANE COMMONS PROJECT (the "Agreement") is entered into as of this ___ day of June, 2014, by and among THE HAWS COMPANIES, a Utah Corporation ("Developer"), and FARMINGTON CITY, a Utah municipal corporation (the "City"); Developer and the City are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Developer previously assembled a total of approximately seventy two (72) acres of property located in Farmington City, Utah as part of an original project site which included what were designated as Lot 101 and Parcels A, B, D, F, E & H and I as generally depicted on Exhibit A-1 attached hereto and incorporated herein by this reference. Developer and City previously entered into that certain Amended and Restated Development Agreement For Park Lane Commons dated June 28, 2010 (the "June 28, 2010 Agreement"), which included Lot 101 and Parcels A, B and D. Lot 101 has been developed and Parcel D will be developed under the terms of the June 28, 2010 Agreement.

B. Developer is the owner of approximately forty-six (46) acres of real property located in Farmington City, Utah, which it has assembled and designated as including Parcels A, B, E&H, F and I as depicted on Exhibit A-1. It is the intent of the Parties that this Agreement supersedes the June 28, 2010 Agreement with respect to Parcels A and B but otherwise remains in full force and effect with respect to Lot 101 and Parcel D, as applicable.

C. The intent of this Agreement is to describe the agreements and understandings between the Developer and the City related to the development and use of Parcels A, B, E & H, F and I (herein called the "Property"). The legal descriptions of the parcels comprising the Property are attached as Exhibit A-2 hereto and are incorporated herein by this reference. The Property is owned by Developer. It is the intent of the Parties that in the event of conflict between this Agreement and prior agreements or understandings between the Parties that the provisions of this Agreement shall control.

D. The project to be developed on the Property is to be known as "Park Lane Commons" (the "Project"). Park Lane Commons may be constructed in phases consisting of one

or more buildings (each herein referred to as a "Phase"), with areas for plazas, courtyards, landscaped features, signage, pedestrian walkways, seating and other pedestrian-oriented and open space uses (herein referred to as "Open Space").

E. Developer has applied for Project Master Plan Approval for the Property under Chapter 18 and specifically Section 11-18-114 of the Mixed-Use Districts provisions of the Farmington City Zoning Ordinance (the "Ordinance"), and the City has determined that Developer has complied with all the standards and procedures contemplated by the Farmington City General Plan (the "General Plan"), the Ordinance and any other applicable provisions of the Farmington City Code, ordinances, development standards, rules and regulations (collectively the "Land Use Regulations") with respect to the required development approvals.

G. The City also recognizes that the development of Property will result in tangible benefits to the City through the increase of the City's tax base, providing services to City residents, and the City is willing to agree to vest the development and use of the Property pursuant to the terms of this Development Agreement against future legislative changes in the General Plan, Ordinance and Land Use Regulations that would be in conflict with the provisions in this Agreement and/or impair the rights and entitlements granted to Developer herein.

H. Farmington City, acting pursuant to its authority under Utah Code Annotated 10-9a-101 et seq., the Ordinance and the Land Use Regulations, has made certain determinations with respect to the Property, and, in the exercise of its legislative discretion, has elected to process and approve the use, density, general configuration and development standards for the Property pursuant to Chapter 18 of the Ordinance, resulting in the negotiation, consideration and approval of this Development Agreement after all necessary public hearings and procedures.

AGREEMENT

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

1. Recitals.

Recitals A through H set forth above are incorporated herein and made a part hereof by this reference.

2. Condition Precedent.

As a condition precedent to the obligations of the Parties hereunder, this Agreement is contingent upon and will only become effective at such time, and in the event that, the Farmington City Council, in the independent exercise of its legislative discretion, elects to

approve the proposed rezoning of a portion of the Property to the General Mixed-Use District ("GMU District"), the Office Mixed-Use District ("OMU District") and the Open Space ("OS") as depicted on Exhibit A-1 attached hereto and incorporated herein by this reference.

3. General Description of the Property and the Project.

3.1. General Description of the Project. The Project is proposed as a mixed-use development in connection with its Transportation Mixed Use District ("TMU"), General Mixed Use District ("GMU"), Office Mixed Use District ("OMU") and Open Space ("OS") designations on the Regulating Plan map. The Project is proposed to: (a) encourage mass transit, walking, bicycling, car pooling and van pooling; (b) consider and encourage flexibility and efficiency in land use and development planning and design; and (c) consider area-specific transportation oriented land use/development approaches and patterns as recommended by the Utah Transit Authority ("UTA") and other transportation-oriented development experts.

3.2. Legal Description of the Property. The legal description of the parcels included within the Property is attached hereto as Exhibit A-2. Exhibit A-1 is a map that illustrates the parcels within the Property and their relation to other nearby parcels of property. Unless otherwise provided, no other real property may be added to the legal description of the Property for purposes of this Development Agreement, except by a written amendment hereto signed by the Parties. Except as expressly set forth in this Agreement, this Development Agreement shall not affect any land other than the Property as described and defined herein, and which is subject to this Agreement.

3.3. Transition from Prior Development Agreements. As referenced in Recitals A and B, Developer and the City previously entered into the June 28, 2010 Agreement dealing with approximately 33 of the 72 acres which were acquired and assembled by Developer as part of the original project site. The City and Park Lane Village Partners, LLC entered into that certain Development Agreement for Park Lane Village dated June 30, 2010 which controls the development of Lot 101. Parcel D will be developed under the terms of the June 28, 2010 Agreement. Except for their inclusion as part of the overall original project site, the terms of this Agreement do not otherwise have any effect on the development of Parcel D or Lot 101.

4. Project Master Plan.

4.1. Approval of PMP. The development configuration of the Project is generally shown on the Project Master Plan of Park Lane Commons (the "PMP"), which consists of a narrative and graphic description of the Project as required by the Ordinance. A copy of the PMP is attached as Exhibit B hereto and is incorporated herein by this reference. The PMP has been approved by the City and the City acknowledges that the PMP as shown is in compliance with the Ordinance and Land Use Regulations. Approval of the PMP satisfies the requirement of the Ordinance for a conceptual plan and constitutes an approved Master Plan for guiding all

future development of the Project proposed for the entire Property. Developer shall develop the Property generally in accordance with the amended Regulating Plan and the PMP attached as Exhibit B.

4.2 PMP Amendments. In the event that Developer desires to amend the PMP, any such request shall be reviewed as either a major or minor amendment as those terms are defined and in accordance with the process provided in Section 11-18-108(k)(1) and (2) of the Ordinance.

5. Project Specific Development Standards.

5.1 Alternative Development Standards. Section 11-18-114(1) of the Ordinance authorizes the City to approve a Development Agreement containing alternative development standards that supersede certain provisions of the Ordinance and the Land Use Regulations. Pursuant to such authority, the development and construction of the Project shall proceed pursuant to, and consistent with, the terms and conditions of this Agreement and the exhibits attached hereto. In the event of a conflict between the provisions of the Ordinance or the Land Use Regulations and this Agreement, the more specific provisions of this Agreement shall control. The specific development standards approved for the Project pursuant to Section 114 of the Ordinance include the following:

5.1.1 Signage Plan. A full signage plan for the Project shall be submitted by the Developer as part of the development plan review process in compliance with Section 11-18-109 of the Ordinance. However, as part of this Agreement, two (2) pylon signs are approved for the Project along the frontage of I-15 at a height not to exceed ___ feet from grade as measured at the base of the sign (or approximately ___ feet above the freeway grade) and twenty (20) feet in width as depicted in Exhibit C subject to the following conditions: (a) one sign needs to be filled before the second sign is erected; and (b) if due to easements or some other unforeseen circumstances the either of the signs needs to be relocated to a different site than what is depicted as part of Exhibit C, the proposed relocation will be required to be presented to the Planning Commission for their review and approval.

5.1.2 Flexibility Regarding Building Orientation and Locations. The Parties understand and agree that the PMP standards of the Ordinance do not require depiction of specific buildings and any building locations, sizes and uses depicted in the exhibits to this Agreement are for illustrative purposes only and may change over time. All buildings abutting or immediately adjacent to Grand Avenue and south of Station Parkway shall comply with the current provisions of Chapter 18 of the Ordinance including, but not limited to, the building plan and site envelope standards, location of parking, entryway orientation and building lot or zone lot requirements. All retail/ restaurant buildings abutting or immediately adjacent to other streets and areas within the Property shall comply with the provisions of Section 106 of the Ordinance except that entryways may be oriented to parking areas instead of the street; and shall follow the

standards for large building footprints in Section 107 of the Ordinance. All residential and office buildings shall comply with Section 106 of the Ordinance.

5.1.3 TMU Area Approval. The portion of the Property zoned TMU is hereby approved as illustrated, depicted and described in the PMP, including the orientation, design and configuration of buildings.

5.1.4 Temporary Landscape, Hardscape and Parking Improvements Prior to Vertical Construction. To allow for the organized and successful development of the Project in phases, Developer will be allowed, in conjunction with and at the time of the submission of a development plan for that area, to construct and install temporary landscaping, hardscape and parking improvements on any portion of the Property on an interim basis until such time as vertical improvements are constructed on that portion of the Property so long as all buildings adjacent to Grand Avenue and south of Station Parkway comply with the terms of the Ordinance and this Agreement and shall continue to comply as any temporary improvements are replaced by buildings and other permanent improvements.

5.1.5 Parking Requirements. As part of this Agreement, the minimum number of parking spaces required for a fast-food and/or drive-in restaurant within the Project shall be 12 parking spaces per 1000 square feet of floor area and for assisted living facilities shall be 0.5 spaces per unit, with requests for further parking space ratio reductions to be reviewed and approved as part of the development plan review process.

5.1.6 Approval of Two (2) Drive-up Windows. In that portion of the Property zoned as TMU, Developer is hereby granted special use approval for up to two (2) drive-up windows as depicted and described in the PMP and exhibits thereto.

6. Master Development Guidelines. Developer shall draft, submit to the City for review and comment, and implement Master Development Guidelines ("MDGs") for the Project to fulfill the requirement for such master development guidelines for the Project in compliance with the provisions of Section 11-18-112 of the Ordinance.

7. Payment of Fees.

7.1. Development Application and Review Fees. The Parties acknowledge that Developer has paid the applicable application and review fees for the following applications: (i) the rezoning of the Parcels F and E & H to a GMU District Zone and Parcel I to a OMU District Zone, (ii) the approval of the PMP, and (iii) the approval of this Development Agreement. No further fees or engineering expenses shall be charged to Developer for the above-listed approvals and all other approvals set forth in this Agreement. All application, review and engineering fees for development or construction approvals, plan amendments and all applicable impact fees for each Phase of the Project shall be paid at the time and in the amounts set forth in the then

existing and applicable sections of the Farmington City Code and the Land Use Regulations, or as customarily applied, for any such Phase as each site plan or development plan is submitted for approval ready for construction.

7.2. Other Fees. Except as set forth in Section 7.1 above, the City may charge other fees that are generally applicable, including, without limitation, standard building permit review fees for improvements to be constructed on improved parcels that are generally applicable on a non-discriminatory basis.

7.4. Certain Impact Fees. Developer agrees that the Project shall be subject to all impact fees, which (1) have been properly imposed under the requirements of generally applicable federal and state law; and (2) are generally applicable to other property in the City. If fees are properly imposed under the preceding tests, the fees shall be payable in accordance with the payment requirements of the particular impact fee ordinance. Developer does not hereby waive Developer's rights under any applicable law to challenge the legality of the amount of the fees based upon generally applicable state and federal laws or to apply for appropriate credits or reimbursements as provided herein or by applicable law.

8. **Vesting and Compliance with Applicable Legal Requirements.**

8.1. Compliance With Requirements. The City Council finds, based on its own review and the recommendation of the Planning Commission after all appropriately noticed public hearings, that the PMP and this Development Agreement meet the following criteria established by Section 11-18-114(4) of the Code: the PMP and this Development Agreement (1) are consistent with the Farmington City General Plan, (2) comply with the applicable City Ordinances, (3) appropriately establish and are consistent with the Project Specific Development Standards set forth in this Development Agreement, (4) establish an appropriate mix of uses in locations that will promote and encourage the goals of the TOD Mixed-Use Districts and is consistent with the objectives of Section 11-18-105 (Uses); and (5) establish circulation and transportation features sufficient to meet the requirements of Section 11-18-104 (Regulating Plan), coordinate with anticipated offsite circulation and transportation features and further applicable community-wide transportation objectives.

8.2. Vested Rights and Vested Projects. Subject to Section 8.3, Developer shall have the vested right to develop and construct the Project and to develop and construct specific Phases within the Project on the Property in accordance with the uses, densities, intensities, configuration of development, the terms of the PMP, and the Project Specific Development Standards described and incorporated in this Agreement. Pursuant to the vested rights granted by this Agreement, but subject to Section 8.3, Developer shall have the right to have development or construction applications for Phases within the Park Lane Commons Project processed and approved in accordance with the procedures and standards set forth in this Agreement. Any such Projects so approved shall also be deemed vested in accordance with this Agreement.

8.3. Compelling, Countervailing Public Interest. Nothing in this Agreement shall limit the future exercise of the police power of the City in enacting generally applicable land use laws after the date of this Agreement. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights described in Section 8.2 based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as delineated in *Western Land Equities, Inc., v. City of Logan*, 617 P.2d 388 (Utah 1980) or successor case and statutory law. Any such proposed change affecting the vested rights of the Project or any Phase thereof shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project to be developed on the Property or any Phase thereof under the compelling, countervailing public policy exception to the vested rights doctrine.

9. **Term of Agreement.** The term of this Agreement (the "Term") shall commence on the date set forth above and shall extend for a period of twenty (20) years, unless this Agreement is earlier terminated, or its Term modified, by written amendment to this Agreement, but the terms of this Agreement shall continue to be effective to applications that have been submitted and development that has already occurred within the Property notwithstanding the termination of this Agreement.

10. Specific Project Agreements and Approval Conditions.

10.1. Public Improvements Abutting and Benefiting Other Landowners. The Parties anticipate that in the development of the Project, there may be circumstances where infrastructure needs require the participation of adjacent properties. To the extent the final plans for any portion of the Project to be developed on the Property pursuant to the terms of this Agreement involve the construction of any public improvement abutted by or generally benefiting another landowner, the City agrees to use its best efforts in a good faith attempt to assist the Developer in obtaining the proportionate participation of any such adjacent and benefited landowners, as determined based upon consideration of street frontage, parcel size and other relevant factors. The City, pursuant to City ordinances, may enter into an agreement to assure abutting or other properties benefiting from any such public improvements pay their fair or proportionate share of the cost of such infrastructure and improvements at the time of development of the abutting or benefited properties. In the event that the development and construction of a street or other public improvement, as depicted on the Regulating Plan and in the PMP, requires the dedication of a right-of-way or property from a landowner who abuts the Property, the City shall cooperate with Developer to cause, if possible, one of the following to occur (listed in order of priority and the preference of the Parties): (a) the City and Developer

shall jointly attempt to persuade the abutting landowner to make the required dedication, (b) if the efforts of the City and Developer to effectuate option (a) above are not successful, then the City and Developer may make good faith efforts to design and approve one or more modified street cross-sections to enable Developer to develop the Property without the dedication from an abutting landowner, or (c) if the efforts of the City and Developer to effectuate options (a) and (b) above are not successful, then the City may make reasonable efforts to acquire the required dedication from the abutting landowner by exercising powers held by the City or otherwise.

10.2. Other Project-Specific Development Requirements and Agreements.

10.2.1 Streets and related Improvements. As each Phase is developed, all construction and improvements shall be in accordance with the City design and construction standards that are applicable at the time of construction

10.2.2 Onsite Infrastructure and Improvements. Developer shall construct infrastructure and the improvements located on the Property in accordance with the PMP.

10.2.3 Road to the North Agreement. Developer (or Developer's predecessor in interest) and City previously entered into a series of agreements addressing various issues identified as follows:

- (a) Road to the North Agreement dated September 19, 2008;
- (b) Escrow & Exchange Agreement For Farmington City's Station Parkway (Haws Property Only) dated March 17, 2009;
- (c) First Amendment to the Road Agreements dated September 9, 2009;
- (d) Second Amendment to the Road Agreements dated April 20, 2010; and
- (e) Settlement Agreement dated June 7, 2012.

The Parties acknowledge the existence of The Road Agreements and further acknowledge that certain obligations thereunder remain executory.

10.2.4 Trail along Shepard Creek. Developer and City agree that although the land along Shepard Creek has been zoned OS (Open Space) to a width of fifty (50) feet on each side of the centerline of Shepard Creek, part of the goal of the Parties is to provide for a pedestrian trail to be developed along Shepard Creek and Developer acknowledges and agrees that in the event circumstances prohibit construction of the trail within the 50 foot area zoned as OS, the trail, or such portions thereof as necessary, shall still be constructed outside the OS area if necessary under the terms of this Agreement.

10.3. Common Area Maintenance; Reciprocal Easement Requirements.

10.3.1. Common Area Maintenance Plan. Developer shall prepare, submit for approval by the City and implement a Common Area Maintenance Plan ("CAMP") on the Property in accordance with the provisions of Section 11-18-113 of the Ordinance. Notwithstanding any provision in this Development Agreement to the contrary, Developer, and not the City, shall be obligated to establish, implement and enforce the covenants, assessment procedures, operation and maintenance requirements relating to the common elements of the Property, the design and landscape guidelines and the other requirements of this Section.

10.3.2. Reciprocal Easements. Any necessary easements for ingress, egress and utilities will be recorded as a condition precedent to subdividing the Property.

10.3.3. No Requirement to Coordinate With or Administer CAMP Requirements on Land Located Outside of the Property. City understands, acknowledges and agrees that Developer need not coordinate or administer the CAMP requirements imposed on subsequent projects outside of the Property under the terms of the TOD Mixed-Use zoning ordinance.

11. Further Review Processes and Review Standards.

11.1. Site Plan Review. Site plan review by the City of Projects within the Property shall be conducted in accordance with the Ordinance, Farmington City Code and the Land Use Regulations, subject to the following exceptions:

11.1.1 The conditions listed in Section 11-18-107 (2)(d)(i)(1-4) of the Ordinance shall not require the application to be forwarded to the Planning Commission for approval, but will be reviewed and approved by the City Planner/Zoning Administrator, provided, however, that:

(a) Members of the Planning Commission and City Council shall receive notice of such applications;

(b) The City Planner/Zoning Administrator, in his or her sole discretion, may present the application to the Planning Commission for its approval;

(c) The Chair of the Planning Commission may review such applications and determine that they should be reviewed by the Planning Commission; and

(d) Any decision on such applications by the City Planner/Zoning Administrator may be appealed to the Planning Commission (need details on timing, etc.).

11.3. Amendments.

11.3.1. Substantial Amendments. Any amendment to this Agreement that

alters or modifies the Term of this Agreement, the permitted uses, the approved density or intensity of use, the text of the Agreement itself, the requirement of any amenity described herein that is available to the public, the Mandatory Development Standards, or provisions of the Agreement or any approved mechanism that imposes financial obligations on Developer or property owners within the Property shall be deemed a "Substantial Amendment" and shall require a noticed public hearing and recommendation by the Planning Commission and a noticed public hearing and decision by the City Council prior to the execution of such an amendment.

11.3.2. Administrative Amendments. Unless otherwise provided by law, all amendments to this Agreement that are not Substantial Amendments shall be deemed "Administrative Amendments" and may be approved and executed by the City Planner without a noticed public hearing, recommendation by the Planning Commission or action by the City Council. Administrative Amendments may be reflected in a written approval or formal written amendment to this Development Agreement. In any event, Administrative Amendments will be deemed approved upon the issuance of the applicable building permit if not covered by a specific, separate approval or a written amendment to this Agreement. Amendments to an approved PMP shall be governed by and processed in accordance with the provisions of Section 11-18-108(k). Amendments to the provisions of the Mandatory Development Guidelines shall be submitted to the City for review and comment in accordance with Section 11-18-112.

11.3.3. Effect of Amendment. Any amendment to this Agreement shall be operative only as to those specific portions of this Agreement expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

11.4. Right of Developer to Pay for Dedicated Outside Consultant to Assist in Permit Review and Inspection. The City agrees that the following special provisions are appropriate to allow development to proceed in the Property at an appropriate pace while also limiting the City's need to expand its full-time staff to meet temporary requirements: If a temporary backlog in the processing of applications within the City occurs and Developer offers to pay to the City the full cost of providing one or more qualified outside development application, construction application, subdivision and/or building permit reviewers on a temporary basis, the City, with the approval of Developer, may retain the services of qualified outside development application, construction application, subdivision and/or building permit reviewers as may be necessary to process subdivision and permit applications for development in the Property. The reviewer or reviewers shall be dedicated exclusively to review the development applications, construction applications, subdivision and/or building permit applications for development in the Property, and Developer shall receive a credit against review and permit application fees otherwise payable for development activity reviewed by the dedicated reviewer or reviewers. In the event the City determines to utilize such outsourcing, the Developer will deposit in advance with the City the City's reasonable estimated cost differential between outsourcing and routine in-house review of the application, and upon completion of the

outsourcing services shall immediately pay or receive credit for any differential in the actual costs incurred by the City to obtain outside or overtime review of any submitted plats, drawings and supporting materials. The City's obligation to complete the review process as outlined above is subject to the Developer and/or Developers' submittal, in a timely manner, of a complete application including all the necessary data, drawings and engineering that is required by the City to complete the review process.

11.5. Separate Permitting. The City agrees that Developer may apply for building permits and be issued separate grading and excavation, footings and foundation and general building permits for Projects within the Property, which the City will use their reasonable efforts to process.

11.6 Phasing. The Project may be developed in phases, each of which may consist of one or more specific real estate products addressing one or more segments of the real estate market so long as they are in compliance with the terms of this Agreement and the applicable provisions of the Ordinance and Land Use Regulations; and each phase provides for the logical extension of infrastructure and utilities through the Project as approved by the City.

12. Assignment Provisions.

12.1. Binding Effect. This Agreement shall be binding on the successors and assigns of the Developer in the ownership or development of any portion of the Property.

12.2. Transfer of the Property. Developer shall be entitled to transfer any portion of the Property subject to the terms of this Agreement upon written notice to the City. Developer also shall be entitled to transfer Developer's entire remaining interest in the Property subject to the terms of this Agreement with the approval of the City, such approval not to be unreasonably withheld. In the event of any such complete transfer of Developer's interests in the Property, the transferee shall be deemed to be Developer for all purposes under this Agreement with respect to that portion of the Property transferred. This Agreement shall not restrict a change in the control of Developer.

12.3. Release of Developer. In the event of a transfer of all of the remaining portion of the Property, Developer shall obtain an assumption by the transferee of the Developer's obligations under this Agreement, and, in such an event, the transferee shall be fully substituted as Developer under this Agreement and the Developer executing this Agreement shall be released from any further obligations with respect to this Development Agreement.

12.4. Obligations and Rights of Mortgage Lenders. Developer may finance the Property, or any portion thereof, and may execute one or more mortgages, deeds of trust or other security arrangements with respect to the Property and may assign this Development Agreement to a holder of any such financial instrument without prior written notice to or consent of the

City. The holder of any mortgage, deed of trust, or other security arrangement with respect to the Property, or any portion thereof, shall not be obligated under this Agreement by virtue of such assignment to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to the Property or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take the Property, or such portion thereof, subject to all requirements and obligations of this Agreement and any pro rata claims for payments or charges against the Property, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder shall be subject to all of the terms and conditions of this Agreement, including the obligation to complete all required amenities and improvements. Additionally, nothing herein shall be so construed as to prohibit a mortgage or deed of trust holder from providing security for the standard installation of development improvements pursuant to standard City practice.

13. Review, Default, Termination and Disputes.

13.1. Periodic Review. The City may initiate a formal review of progress pursuant to this Agreement from time to time to determine if there has been demonstrated compliance with the terms hereof. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms hereof, this Agreement may be revoked or modified by the City in accordance with the provisions of this Agreement, after a public hearing which has been noticed by publication, and for which notice has been expressly provided to Developer. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a breach of this Agreement by Developer or City. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder shall be subject to all of the terms and conditions of this Agreement, including the obligation to complete all required amenities and improvements.

13.2. Default.

13.2.1. Events of Default. Developer is in default under this Agreement upon the happening of one or more of the following events or conditions.

13.2.1.1. If a warranty, representation or statement made or furnished by Developer to the City is false or proves to have been false in any material respect when it was made.

13.2.1.2. A finding and determination made by the City that, upon the basis of substantial evidence, Developer has not complied in good faith with one or more of the terms or conditions of this Agreement.

13.2.1.3. Any other event, condition, act or omission which materially interferes with the intent and objectives of this Agreement.

13.2.1.4. Developer shall have failed to submit at least one complete development or construction application within the five (5) year period after execution of this Development Agreement.

13.2.2. Procedure Upon Default.

13.2.2.1. After the occurrence of a default under Section 12.2.1, the City Council may exercise a right to declare an "Event of Default" by authorizing the City to give Developer written notice specifying the nature of the alleged default and, when appropriate, the manner in which the Event of Default must be satisfactorily cured. Developer shall have ninety (90) days after receipt of written notice to cure the Event of Default. After proper notice and expiration of the ninety (90) day cure period without cure, City may terminate or amend this Agreement by giving written notice in accordance with the procedure adopted by the City. Failure or delay in declaring or giving notice of an Event of Default shall not constitute a waiver of any default by Developer under Section 12.2.1, nor shall it change the time of such default. Notwithstanding the ninety-day cure period provided above, in the event more than ninety days is reasonably required to cure an Event of Default and Developer, within the ninety-day cure period, commences actions reasonably designed to cure the Event of Default, then the cure period shall be extended for such additional period as Developer is prosecuting those actions diligently to completion. Any exercise by the City of a termination right after notice and opportunity to cure shall be subject to the provisions of Section 12.3 below.

13.2.2.2. City does not waive any claim of default in performance by Developer, if on periodic review the City does not propose to modify or terminate this Agreement.

13.2.2.3. Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes there for, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty,

and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default.

13.2.2.4. All other remedies at law or in equity which are not inconsistent with the provisions of this Agreement are available to the parties to pursue in the event there is an uncured Event of Default.

13.3 Termination.

13.3.1. Termination Upon Completion of Development. This Agreement may be terminated by agreement of both parties that "Completion of Development" (defined below) has occurred and the last to be satisfied of the Developer's and the City's obligations under this Agreement have been satisfied (except those obligations of the parties which expressly survive the termination of this Agreement as provided below). The phrase "Completion of Development" means that (i) all of the Projects within the Property have been fully completed (or permits have been issued for the construction of any such improvements that have not been fully completed), and (ii) all public dedications identified and completed within the Property have been identified and preserved with restrictive covenants, plat restrictions, conservation easements or other similar instruments. In the event either party believes the requirements of this Section for termination of the Agreement have been met, the party may give to the other party a notice of Completion of Development. The party receiving the notice may disagree with the position of the party giving the notice of Completion of Development by giving a written objection within thirty (30) days after the notice of Completion of Development is received. When the parties are in agreement that requirements of this Section have been met, the City shall record a notice that the Agreement has been terminated (other than the obligations of the parties which expressly survive the termination of this Agreement) by agreement of the parties upon Completion of Development as contemplated by this Section.

13.3.2. Termination Before Completion of Development.

13.3.2.1. This Agreement shall terminate at the end of its Term unless the Term is extended by the City Council as a Substantial Amendment.

13.3.2.2. This Agreement shall be subject to termination by the City Council prior to Completion of Development when an Event of Default by Developer remains uncured after notice and opportunity to cure as provided in this Article 12. The termination of this Agreement shall be exercised by the City Council after written notice to all owners of the remaining undeveloped land within the Property and after a public hearing providing an opportunity of all such parties to be heard on the appropriateness of termination.

13.3.2.3. In the event of a termination pursuant to this Section 12.3.2, the City shall record a notice against the remaining undeveloped land within the Property indicating that the Agreement has been terminated that further development activity shall be governed by the terms of the Ordinance as it then exists and is thereafter amended from time to time.

13.3.3. Effect of Termination on Future Land Uses.

13.3.3.1. Notwithstanding the termination of this Agreement for any reason, any portion of the Property that is improved in accordance with this Agreement and the site plan and subdivision and other approvals contemplated hereby shall be entitled to be used and improved, and any improvements located or permitted to be located thereon at the time of termination shall be entitled to be constructed, used, remodeled and reconstructed in accordance with the provisions of this Agreement. The foregoing provisions shall apply even if such use or improvements authorized by this Agreement do not conform to the requirements of otherwise applicable Farmington City laws and regulations at the time; provided, however that if any such use does not conform with the then applicable use provisions of the Ordinance, the use shall be subject to termination under any applicable non-conforming use provisions of then applicable law.

13.3.3.2. Notwithstanding the termination of this Agreement for any reason, any portion of the Property that is the subject of a pending or approved application for a development or construction approval shall be entitled to be processed, approved or not approved, used and improved, and any improvements located or permitted to be located thereon at the time of termination shall be entitled to be constructed, used, remodeled and reconstructed in accordance with the provisions of this Agreement provided the owner of the portion of the Property that is the subject of the application proceeds in a commercially reasonable manner to finalize necessary approvals and thereafter proceeds in a commercially reasonable manner to commence and complete the improvements required by the application. The foregoing provisions shall apply even if such use or the improvements authorized by this Agreement do not conform to the requirements of otherwise applicable Farmington City laws and regulations at the time.

13.3 .3 .3. The benefits extended by the preceding two subsections shall apply to the uses (subject to non-conforming use termination provisions of then applicable law) and structures permitted at the time of the termination to be constructed on parcels approved and subdivided under those subsections, regardless of when an application for a building permit is submitted for structures on any such parcel.

13.3.3.4. Developer does not waive any rights Developer may have to assert the vested right to develop the Property after the expiration of the Development Agreement under then applicable laws or regulations.

13.3.4. Effect of Termination on Developer Obligations. Termination of this Agreement as to any Developer of the Property or any portion thereof shall not affect any of such Developer's obligations to comply with the terms and conditions of any applicable zoning, or subdivision plat, site plan, building permit, or other land use entitlements approved with respect to the Property, nor shall it affect any other covenants or any other development requirements specified or created pursuant to this Agreement. Termination of this Agreement shall not affect or invalidate in any manner the following specific obligation of Developer, which shall survive the termination of this Agreement: the obligation of Developer to complete any improvements covered by any issued permit (including permits issued after the termination of this Agreement based on vested applications or the provisions of Section 12.3.3).

13.3.5. Effect of Termination on the City Obligations. Upon any termination of this Agreement, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this Agreement shall no longer be vested by reason of this Agreement with respect to the remaining undeveloped land within the Property except to the extent set forth in Section 12.3.3. The remaining undeveloped land within the Property may thereafter be subject to then existing planning and zoning law to the extent not inconsistent with Section 12.3.3. Upon such a termination, the City shall no longer be prohibited by this Agreement from making any changes or modifications to such entitlements or fees applicable to such undeveloped portions of the Property subject to the effect of Section 12.3.3. The City shall remain obligated after termination of this Agreement to recognize and apply the provisions of Section 12.3.3, which incorporates the use, density, development standards and configuration contained in this Agreement under the circumstances described therein.

13.3.6. Damages upon Termination. Except with respect to just compensation and attorneys' fees under this Agreement and the enforcement of the terms hereof, Developer shall not be entitled to any damages, including consequential or punitive damages against the City upon the unlawful termination of this Agreement.

13.3.7. Survival of Provisions. The following provisions of this Agreement (and any provisions referred to therein or otherwise necessary for the interpretation thereof) shall survive the termination hereof: Articles 10, 11, 12, 13 and 14.

13.4. Disputes. In the event that a dispute arises in the interpretation or administration of this Agreement or if the default mechanism contained herein shall not resolve a default under this Agreement, then prior to taking any action to terminate this Agreement and subject to the right of the City to exercise enforcement of its police powers in the event Developer is in direct violation of a provision of this Agreement or of any otherwise applicable law or regulation not in conflict

with this Agreement, every continuing dispute, difference, and disagreement shall be referred to a single mediator agreed upon by the parties, or if no single mediator can be agreed upon, a mediator or mediators shall be selected from the mediation panel maintained by the United States District Court for the District of Utah in accordance with any designation process maintained by such court. The parties shall mediate such dispute, difference, or disagreement in a good faith attempt to resolve such dispute, difference or disagreement. The mediation shall be non-binding.

13.5. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement; or to obtain any remedies consistent with the purpose of the Agreement. Legal actions shall be instituted in the Second Judicial District Court of the County of Davis, State of Utah.

13.6. Other Enforcement Provisions. The parties to this Agreement recognize that the City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance with the terms of this Agreement. In the event that Developer or any user on the subject property violates the rules, policies, regulations or ordinances of the City or violates the terms of this Agreement, the City may, without seeking an injunction and after thirty (30) days written notice to correct the violation, take such actions as shall be deemed appropriate under law until such conditions have been honored by Developer. The City shall be free from any liability arising out of the exercise of its rights under this paragraph.

14. **Relationship of the Parties; Hold Harmless; Release.**

14.1. Relationship of Parties. The contractual relationship between the City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that: (a) Park Lane Commons is a private development; (b) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property unless the City accepts dedication, ownership or maintenance of the improvements pursuant to a specific written agreement or recordation of a plat containing such a dedication; and (c) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

14.2. Hold Harmless.

14.2.1. Agreement of Developer. Developer agrees to and shall hold the City, its officers, agents, employees, consultants, attorneys, special counsel and representatives harmless from liability for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which

may arise from the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the Property or the actions of Developer taken pursuant to or the failure of Developer to comply with the terms of this Development Agreement. Any such action shall be referred to as an "indemnified claim." Developer agrees to pay all costs for the defense of the City and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any indemnified claim. This hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this section regardless of whether or not the City prepared, supplied or approved this Agreement, plans or specifications, or both, for Park Lane Commons or any Project. City may make all reasonable decisions with respect to its representation in any legal proceeding relating to an indemnified claim.

14.2.2. Exceptions to Hold Harmless. The agreements of Developer in Section 14.4.1 shall not be applicable to (i) any claim arising by reason of the negligence or intentional actions of the City, or (ii) any claim reserved by Developer for itself or any owner of any portion of the Property under the terms of this Agreement for just compensation or attorney fees.

14.2.3. Hold Harmless Procedures. The City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than 10 days after the assertion or commencement of the claim, demand, action or proceeding. In the event any such notice is given, the City shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

15. **General Terms and Conditions.**

15.1. Agreements to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A-2 attached hereto. The agreements contained herein shall be deemed to run with the land and shall be binding on all successors in the ownership of the Property.

15.2. Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits and protecting any compelling, countervailing public interest while providing reasonable assurances of continuing vested development rights. The vested rights granted in this Agreement and the rights that survive the termination of this Agreement shall be construed to be in addition to any vested rights, nonconforming use or improvement rights or other similar rights granted by applicable law.

15.3. Laws of General Applicability. Where this Agreement refers to laws of general applicability to the Property and other properties, this Agreement shall be deemed to refer to other developed and subdivided properties in Farmington City, Utah.

15.4. State and Federal Law. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

15.5. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. No officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the City by making any promise or representation not contained herein.

15.6. Entire Agreement. Except as specifically stated, this Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

15.7. Attorneys Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

15.8. Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the City:

Farmington City
Attn: David Petersen, City Planner
160 South Main
Farmington, UT 84025

To Developer:

The Haws Companies
Attn: Scott Harwood & Richard A Haws
1200 West Red Barn Lane
Farmington, UT 84025

With copies to:

Jason K. Nelsen
Nelsen Law Offices, P.C.
1638 N. Washington Blvd; Ste. 208
North Ogden, UT 84404

15.9. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

15.10. Exhibits. This Agreement contains the following exhibits, which by this reference are incorporated herein and made a part hereof:

- | | |
|---------------|--|
| Exhibit "A-1" | Depiction of Property |
| Exhibit "A-2" | Description of Property |
| Exhibit "B" | Project Master Plan |
| Exhibit "C" | Project Specific Development Standards |

15.11. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

IN WITNESS WHEREOF, this Agreement has been executed by Farmington City, acting by and through the City Council of Farmington City, Davis County, State of Utah, pursuant to Ordinance No. , authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.

ATTEST:

FARMINGTON CITY,
a Utah municipal corporation

City Recorder

By: _____
Mayor

STATE OF UTAH)

:ss.

COUNTY OF DAVIS)

On the __ day of May, 2014, personally appeared before me Jim Talbot, who being duly sworn, did say that he is the Mayor of FARMINGTON CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Jim Talbot acknowledged to me that the City executed the same.

NOTARY PUBLIC

DEVELOPER:

THE HAWS COMPANIES,
a Utah Corporation

By: _____
Scott W Harwood, President

STATE OF UTAH)

:ss.

COUNTY OF DAVIS)

On the __ day of May, 2014, personally appeared before me Scott W Harwood, who being duly sworn, did say that he is the President of The Haws Companies, a Utah corporation, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott W Harwood acknowledged to me that he executed the same.

NOTARY PUBLIC

Exhibit A

PROJECT SUMMARY

AREA	USE
LOT 101	TMU
D	TMU
B	TMU
A	TMU
F	GMU
E&H	GMU
I	OMU
III	OPEN SPACE*

* OPEN SPACE RELATED TO GREEK AND TRAIL IMPROVEMENTS. SEE DEVELOPMENT AGREEMENT



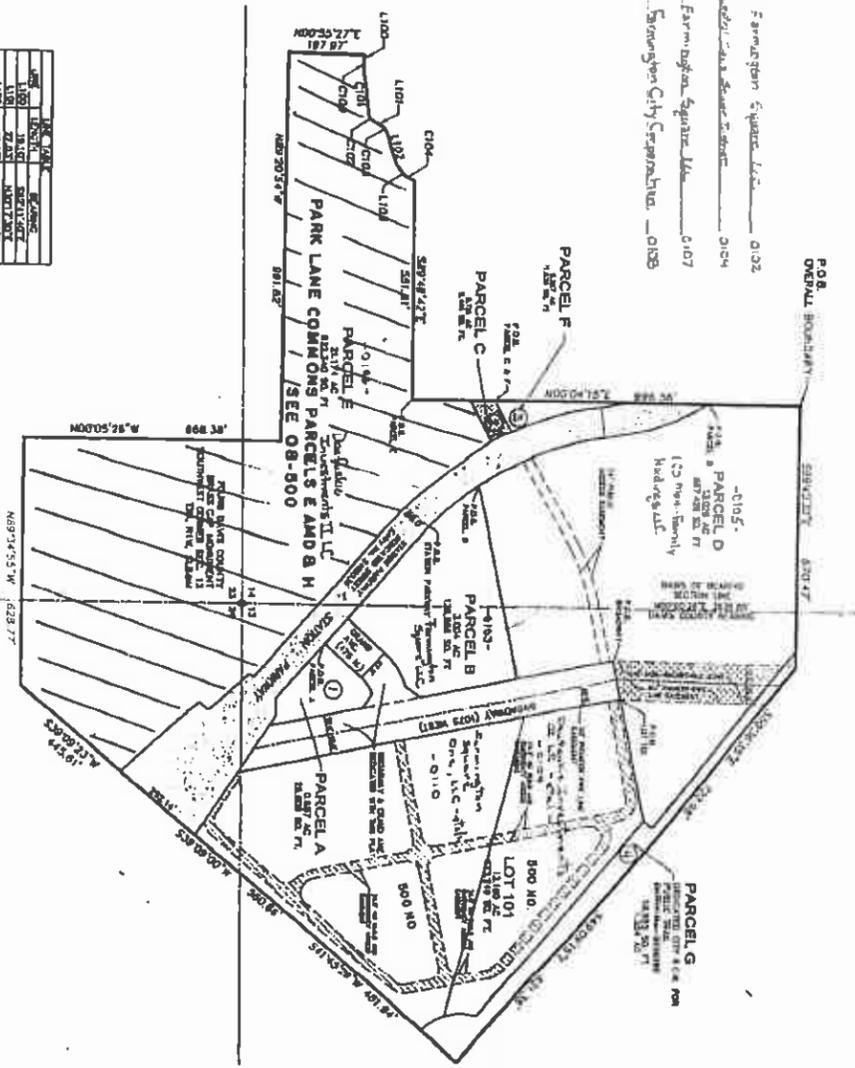
LEGAL DESCRIPTION – PARCEL I

Beginning in the North line of Burke Lane at the Southwest corner of Lot 1, Block 34, Big Creek Plat, Davis County Survey, and running thence North 40 Rods, thence East 35.5 Rods, M/L, to the W'LY line of a Railroad Right of Way; thence SE'LY 834 ft., M/L, ALG SD Railroad, thence South 9 Rods to the N line of SD lane; thence West 82 Rods; M/L, to the POB.
Containing 16.19 acres.

08 486

PARK LANE COMMONS
FARMINGTON CITY, DAVIS COUNTY, UTAH
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
 THE SOUTHEAST QUARTER OF SECTION 14, THE NORTHEAST QUARTER OF
 SECTION 23, AND THE NORTHWEST QUARTER OF SECTION 24,
 TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
 DAVIS COUNTY, UTAH

- ① Parcel A - Farmington Square, LLC - 0102
- ② Parcel C - J. J. & J. J. Stewart, Trust - 0104
- ③ Parcel E - Farmington Square, LLC - 0107
- ④ Parcel G - Farmington City Separation - 0108



DATE	DESCRIPTION	BOOK	PAGE	DATE	DESCRIPTION	BOOK	PAGE
1/10/10	18.45'	18.45'	18.45'	1/10/10	18.45'	18.45'	18.45'
1/10/10	18.45'	18.45'	18.45'	1/10/10	18.45'	18.45'	18.45'
1/10/10	18.45'	18.45'	18.45'	1/10/10	18.45'	18.45'	18.45'

BASELINE SURVEYING, INC
 1000 East 1000 North
 Farmington, UT 84201

PREFIX 1/4
08-486
 LAST 1/4
 GIVE



SCALE:
 1" = 200'

DEVELOPMENT: PARK LANE COMMONS
CITY: FARMINGTON LOTS: 101 & PARCELS A THRU G

SW 1/4 SEC. 13, T 3N, R 1W
 SE 1/4 SEC. 14, T 3N, R 1W
 NE 1/4 SEC. 23, T 3N, R 1W
 NW 1/4 SEC. 24, T 3N, R 1W
 S.L.M. DAVIS COUNTY, UTAH
 FILE 6509
 B. 05-12-11

08 500

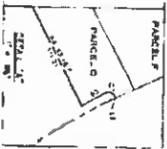
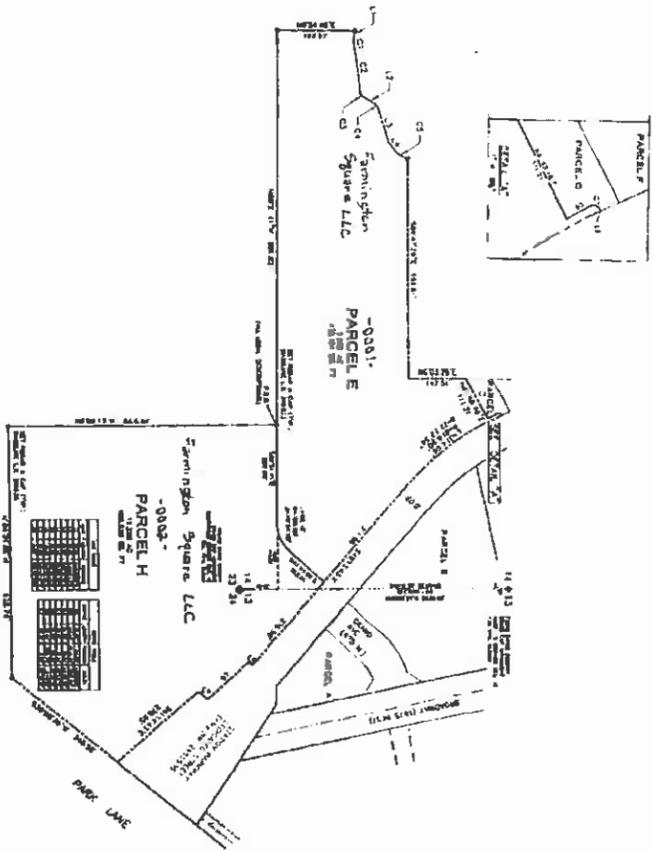
PARK LANE COMMONS PARCELS E and H

AMENDED

FARMINGTON CITY, DAVIS COUNTY, UTAH

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
THE SOUTHEAST QUARTER OF SECTION 14, THE NORTHEAST QUARTER OF
SECTION 23 AND THE NORTHEAST QUARTER OF SECTION 24
TOWNSHIP 3 NORTH, RANGE 1 WEST, PARK LANE BASE AND MERIDIAN
DAVIS COUNTY, UTAH

ALL OF PARCELS E, PARK Lane Commons, 2010.



PRELIM

08-500

LAST #

0002



SCALE:
1" = 200'

DEVELOPMENT: PARK LANE COMMONS PARCELS E AMENDED & H
CITY: FARMINGTON PARCELS: E & H

FILE #19
8-07-31-12
S.L.M. DAVIS COUNTY, UTAH
ALL OF PARCEL E, PARK LANE COMMONS

BASELINE SURVEYING, INC.
1000 East 1000 South
Farmington, UT 84201
(801) 588-1000

Exhibit A

EXHIBIT A-2 - Legal Descriptions

Here is an idea:

The legal description should be short because most of it is part of a platted subdivision → And it could be wise to attach a plat ~~to~~ MAP.

LEGAL DESCRIPTION - LOT 101

Beginning at a point North 0°00'21" West 975.32 feet along the section line and East 231.54 feet from the Southwest Corner of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, and running:

Thence North 78°30'09" East 313.67 feet;

Thence South 50°42'09" East 665.38 feet;

Thence southeasterly 153.14 feet along the arc of a 135.00 foot radius curve to the left, (center bears South 73°15'43" East and long chord bears South 15°45'31" East 145.06 feet, with a central angle of 64°59'35"), to the northwesterly line of Park Lane as established in the field by existing UDOT Right of Way Markers;

Thence South 41°44'42" West 362.74 feet along the northwesterly line of Park Lane as established in the field by existing UDOT Right of Way Markers to an existing UDOT Right of Way Marker;

Thence South 39°08'13" West 413.56 feet along the northwesterly line of Park Lane as established in the field by existing UDOT Right of Way Markers to the southeasterly line of "Station Parkway Street Dedication" recorded October 6, 2009, as Entry no. 2485536 in Book 4875 at Page 330 of the records of Davis County;

Thence North 55°40'42" West 193.46 feet along the southeasterly line of the said "Station Parkway Street Dedication";

Thence North 11°29'22" West 1000.89 feet to the point of beginning.

Contains 573,249 sq. ft, 13.160 acres.

LEGAL DESCRIPTION - PARCEL A

Beginning at a point North 00°00'21" West 218.57 feet and East 99.52 feet from the Southwest Corner of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian (basis of bearing being North 00°00'21" West 2636.85 feet from said Southwest Corner to the West Quarter Corner of said Section 13, and running thence North 41°44'09" East 128.06 feet; to a point of curvature of a 107.00 foot radius curve to the right, the the center of which bears South 48°15'51" East; thence northeasterly along the arc of said curve 48.97 feet through a central angle of 26°13'19" thence South 57°19'50" East 45.98 feet; thence South 11°29'22" East 246.85 feet; thence North 55°40'42" West 28.88 feet; thence South 89°46'36" West 46.66 feet; thence North 48°13'43" West 190.80 feet; to the point of beginning.

Containing 29,909 sq. feet or 0.687 of an acre.

LEGAL DESCRIPTION - PARCEL B

Beginning at a point North 00°00'21" West 610.24 feet and West 309.42 feet from the Southwest Corner of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian (basis of bearing being North 00°00'21" West 2636.85 feet from said Southwest Corner to the West Quarter Corner of said Section 13, and running thence North 78°30'38" East 502.80 feet; thence South 11°29'22" East 247.28 feet; thence South 33°03'04" West 47.04 feet to a point of curvature of a 194.50 foot radius curve to the left, the center of which bears South 17°16'29" East; thence southwesterly along the arc of said curve 105.20 feet through a central angle of 30°59'21"; thence South 41°44'09" West 128.01 feet; thence North 48°13'43" West 310.18 feet to a point of curvature of a 730.00 foot radius curve to the right, the center of which bears North 41°46'17" East; thence northwesterly along the arc of said curve 169.78 feet through a central angle of 13°19'33" to the point of beginning.

Containing 130,866 sq. ft or 3.004 acre

LEGAL DESCRIPTION - PARCEL D

Beginning at a point North 00°00'21" West 1192.01 feet and West 527.10 feet from the Southwest Corner of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian (basis of bearing being North 00°00'21" West 2636.85 feet from said Southwest Corner to the West Quarter Corner of said Section 13, and running thence North 00°03'28" East 242.37 feet; thence South 89°41'17" East 627.01 feet; thence South 50°37'22" East 260.79 feet; thence South 50°51'43" East 327.80 feet; thence South 39°22'38" West 26.87 feet; thence South 78°30'09" West 413.67 feet; thence South 11°29'22" East 250.00 feet; thence South 78°30'38" West 502.80 feet to a point of curvature of a 730.00 foot radius curve to the right, the center of which bears North 55°05'50" East; thence northerly along the arc of said curve 344.52 feet through a central angle of 27°02'24" to a point of curvature of a 690.00 foot radius curve to the left, the center of which bears South 82°14'15" West; thence northerly along the arc of said curve 281.89 feet through a central angle of 23°24'27" to the point of beginning.

Containing 567,426 sq. ft or 13.026 acres.

LEGAL DESCRIPTION - PARCEL E & H

Beginning at a point North 00°00'21" West 437.82 feet and West 527.94 feet from the Southwest Corner of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian (basis of bearing being North 00°00'21" West 2636.85 feet from said Southwest Corner to the West Quarter Corner of said Section 13, and running thence North 00°03'28" East 147.51 feet; thence North 61°45'46" East 111.21 feet to a point of curvature of a 325.70 foot radius curve to the right, the center of which bears North 58°34'58" East; thence northwesterly along the arc of said curve 27.04 feet through a central angle of 04°45'22" to a point of curvature of an 8.00 foot radius curve to the right, the center of which bears North 63°20'19" East; thence northerly along the arc of said curve 12.36 feet through a central angle of 88°32'30"; thence North 61°52'50" East 0.98 feet to a point of curvature of a 810.00 foot radius curve to the left, the center of which bears North 63°59'11" East; thence southeasterly along the arc of said curve 314.06 feet through a central angle of 22°12'54"; thence South 48°13'43" East 588.48 feet; thence South 41°46'17" West 13.28 feet; thence South 41°32'56" East 141.39 feet; thence South 41°46'17" West 30.60 feet; thence South 41°14'43" East 270.55 feet; thence South 39°08'36" West 340.56 feet; thence South

89°35'42" West 628.76 feet; thence North 00°06'13" West 677.27 feet; thence North 89°21'41" West 991.82 feet; thence North 00°54'40" East 197.97 feet; thence South 82°42'27" East 19.10 feet to a point of curvature of a 58.50 foot radius curve to the left, the center of which bears North 07°17'33" East; thence easterly along the arc of said curve 16.44 feet through a central angle of 16°06'06" to a point of curvature of a 2149.21 foot radius curve to the right, the center of which bears South 08°48'32" East; thence easterly along the arc of said curve 118.15 feet through a central angle of 03°08'59" to a point of curvature of a 20.86 foot radius curve to the left, the center of which bears North 05°39'33" West; thence northeasterly along the arc of said curve 24.08 feet through a central angle of 66°08'24"; thence North 30°16'43" East 27.03 feet to a point of curvature of a 17.18 foot radius curve to the right, the center of which bears South 59°43'17" East; thence northeasterly along the arc of said curve 12.11 feet through a central angle of 40°23'14"; thence North 72°41'18" East 89.87 feet; thence North 53°19'50" East 26.14 feet to a point of curvature of a 62.46 foot radius curve to the left, the center of which bears North 36°40'10" West; thence northeasterly along the arc of said curve 39.92 feet through a central angle of 36°37'10"; thence South 89°47'29" East 551.81 feet to the point of beginning.

Containing 925,191 sq. ft., or 21.239 acres.

LEGAL DESCRIPTION - PARCEL F

Beginning at a point North 00°00'21" West 647.79 feet and West 527.71 feet from the Southwest Corner of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian (basis of bearing being North 00°00'21" West 2636.85 feet from said Southwest Corner to the West Quarter Corner of said Section 13, and running thence North 00°03'28" East a distance of 341.31 feet to a point of curvature of a 610.00 foot radius curve to the right, the center of which bears South 75°21'21" West; thence southerly along the arc of said curve 73.33 feet through a central angle of 06°53'17" to a point of curvature of a 810.00 foot radius curve to the left, the center of which bears North 82°08'33" East; thence southerly along the arc of said curve 236.45 feet through a central angle of 16°43'32"; thence South 61°45'46" West a distance of 91.25 feet to the point of beginning.

Containing 11,636 sq. ft or 0.267 of an acre.

LEGAL DESCRIPTION – PARCEL I

Beginning in the North line of Burke Lane at the Southwest corner of Lot 1, Block 34, Big Creek Plat, Davis County Survey, and running thence North 40 Rods, thence East 35.5 Rods, M/L, to the W'LY line of a Railroad Right of Way; thence SE'LY 834 ft., M/L, ALG SD Railroad, thence South 9 Rods to the N line of SD lane; thence West 82 Rods; M/L, to the POB.

Containing 16.19 acres.

Exhibit B

Exhibit B
PMP

6-3-2014

Project Master Plan (PMP)

Project Master Plan (PMP) – Project Summary

Project Master Plan (PMP) – Narrative and Graphic Submittals

Attachment 1 – PMP Narrative

Attachment 2-1 “Potential Access Points and Off-Site Improvements”

Attachment 2-2 “Roadway Functional Classification”

Attachment 2-3 “Potential Multi-Modal Connections”

Attachment 2-4 “Grand Ave. Pedestrian Oriented Experience”

Attachment 2-5 (a) “Updated Regulating Plan”

Attachment 2-5 (b) “Project Master Plan (PMP) with Regulating Plan Overlay

Attachment 3 - Conceptual Utility Plan

Attachment 4 - Storm Water Study

Attachment 5 - Conceptual Gas, Telephone, Electrical and Conoco Line





PARK LANE
COMMONS

THE HAWS
COMPANIES

NEXUS

PROJECT MASTER PLAN (PMP)
MAY 2014

RESIDENTIAL
COMMERCIAL, MIXED USE
TRANSITIONAL, AGE-FRIENDLY RECOVERY



PAG

PROJECT SUMMARY

AREA	USE
LOT 101	TMU
D	TMU
B	TMU
A	TMU
F	GMU
E&H	GMU
I	OMU
	OPEN SPACE

* OPEN SPACE RELATED TO CREEK AND POND ARE SHOWN IN THIS DEVELOPMENT AGREEMENT. SEE DEVELOPMENT AGREEMENT.





Park Lane Commons

Project Master Plan (PMP) Narrative Submittal

Date: June 3, 2014

Project: Park Lane Commons

Developer: The Haws Companies

This submission is being made under the "Alternative Approval Process; Development Agreement" outlined by the Farmington City Zoning Ordinance section 11-18-114 and as allowed and provided for under prior agreements between the Parties. This is a "Project Master Plan" as outlined by Section 11-18-108 of the Zoning Ordinance. The intent of this submission is to define the uses and their relationships to adjacent areas. This area is known as Park Lane Commons.

1. Descriptions of land use concepts; square footage ranges and general location/distribution; parking concept; public and private open space concept; on site circulation of primary auto, bicycle, pedestrian and transit connections within the area and connections to other areas.

Park Lane Commons will be a mixed-use development. It will incorporate retail, restaurants, entertainment, office, residential, and recovery/wellness campus uses within the TMU, GMU, and OMU Zones. The building envelopes, layouts, and architectural character as defined on the accompanying exhibits establish the basic substance of these uses and general distribution with the intent that flexibility of layout and distribution is expected. The overall site area affected by this Project Master Plan is as illustrated and described in the Development Agreement. The site planning of the development depends on the building footprints defining the circulation paths and public spaces intended to make this a unique place.

1.1. Land Use Concepts. Park Lane Commons will be a themed mixed-use development within the TOD Mixed-Use zone. It is anticipated that the mix, density and location of uses are as follows:

1.1.1. Park Lane Commons

- 1.1.1.1. Area Lot 101 (TMU Zone) [Controlled by existing PMP]
- 324 residential apartment complex.
- 1.1.1.2. Area D (TMU)
- To have a separate PMP for developing this area.
- 1.1.1.3. Area B (TMU)
- A mixed use commercial area with retail, office, medical, restaurant, convenience food and services.
- 1.1.1.4. Area A (TMU)
- A mixed use commercial area with retail, medical, office, restaurant, convenience food and services.
- 1.1.1.5. Area F (GMU)
- A mixed use commercial area with retail, office, restaurant, medical, convenience food and services.
- 1.1.1.5. Area E&H (GMU)
- A mixed use commercial area with retail, office, motel, restaurant, residential, medical, assisted living, education, convenience food and other related uses as allowed by the Ordinance.
- 1.1.1.6. Area I (OMU)
- A mixed use commercial area with medical, office, restaurant, medical, elderly care facilities, life skills and addiction recovery facilities, educational & training facilities, motel, assisted living, retail and other uses allowed by the Ordinance.
- 1.1.1.7. Area OS
- A 50 ft. area each side of centerline of Shepard Creek to provide for the construction of a pedestrian trail.

1.2. Structures. Structures are currently planned to be one story up to four stories in massing with multiple varied building types, the height may be increased as allowed under the Ordinance. Major structures will be oriented in a manner designed to balance vehicular and pedestrian use, with parking oriented in the front of structures as generally illustrated on the Site Plan. Building forms will define streets, pedestrian pathways, open

space, and plaza areas. Building entrances will be located to address street sidewalks and/or intuitive pedestrian pathways throughout the development including access to parking and drop-off zones attending to the needs of a vigorous and eclectic group of users creating a sustainable development. Building groupings and overall massing will create a connected neighborhood fabric with a variety of building forms, sizes, and shapes resulting in a synergy of development depending on tenant type and overall demand. Developer may develop the site in one or more Projects or phases. Park Lane Commons will be a Themed Mixed-Use development.

1.3. Parking Concept. Parking will largely be balanced to service the various uses within the mix of uses, but due to the location of the structures and street design will appear visually staggered as generally illustrated on the Site Plan, organized with regards to location and size to serve the building groupings, while simultaneously creating a sense of convenience for the visitors and district residents/occupants. The overall parking ratio on the project is targeted to be as provided for under this Agreement. Developer shall not be required to install structured parking, but shall be permitted to do so. Developer will encourage a sharing of parking with various uses that will allow shared parking, as for restaurants and heavy parking users, parking will increase to accommodate their demand.

1.4. Public Open Space Concept. There will be several different types of public spaces created as a result of the building massing, circulation spines, UTA rail commuter line, landscaping and other public amenities. The mix of uses will have public plazas and gathering areas that will encourage walk-ability to the UTA station along with Station Park. Public areas will be created in the project that (a) invite lingering, people-watching and facilitate a walkable connection to mass transportation and retail and entertainment provided at Station Park, (b) promote and enable unstructured and structured activities, and (c) enhance pedestrian circulation within the Themed Mix Use area.

1.5. Circulation Systems. The project design will create the opportunity to combine the convenience of vehicular traffic with pedestrian use so as to encourage walking throughout the Themed Mix Use area. Park Lane Commons will be designed to allow for ease of movement within the area bounded by the UTA station, Park Lane, Station Parkway and the I-15 /Legacy Highway corridor. The Site Plan illustrates the general location of significant roadways on site. Additional roads may be added as the Project is refined.

2. Preliminary transportation analysis that addresses roadway network design and modal split.

2.1. Transportation Systems. An engineering firm has been retained to provide an initial transportation evaluation of the Park Lane Commons Development. The following is an overview of the key transportation issues associated with the Park Lane Commons Development.

2.1.1. Major Transportation Facilities. The site is conveniently located in close proximity to Interstate 15, Highway 89 and the future Legacy Highway. In addition the site has frontage along both Park Lane, Station Parkway, Grand Avenue and I-15. Park Lane, a major arterial, is an improved five lane facility along the site's frontage. Station Parkway, a major collector, is a three lane facility along the interior of the Project Site and provides frontage, with enough right of way to accommodate on street parking or expanded lanes in the future. It is anticipated that there will be a landscaped pedestrian walkway adjacent to or incorporated into Station Parkway and Grand Avenue. The Legacy Highway project and the UTA commuter rail station has been completed and is within walking distance to Park Lane Commons. Access to/from the Legacy Highway has been provided through modifications to the Park Lane interchanges with I-15 and Highway 89. The site is also be extremely well served by transit, with both the UTA commuter rail station and bus transit providing convenient on-site access for patrons of Park Lane Commons.

2.1.2. Vehicular Access. Vehicular access to the site is provided by one access location on Park Lane and four to eight access locations on Station Parkway. It is anticipated that the majority of the site traffic will use the access on Park Lane as it will provide patrons of the center the most convenient access to I-15, Highway 89 and Legacy Highway. Attachment "2-1" attached hereto and incorporated herein by this reference illustrates the proposed access locations on Park Lane and Station Parkway. The access off of Park Lane is signalized; the access on Station Parkway at Grand Avenue will be signalized as it is warranted and constructed by the City.

2.1.3. Potential Off-site Improvements. Attachment "2-1" also illustrates the proposed off-site transportation. Frontage Improvements are proposed along Station Parkway, Grand Avenue, and Broadway.

2.1.3.1 Station Parkway Improvements. Access off of Station Parkway shall be permitted as generally illustrated in Attachment 2-1.

2.1.3.2 Red Barn Lane Improvements. Developer has made improvements to Red Barn Lane as provided for in previous agreements with the City. The road shall be further improved to Point A illustrated on Attachment 1-2 to city

standards as provided for in this Agreement, the balance of Red Barn Lane shall remain as currently developed and maintained by the Developer.

2.1.3.3. Conceptual Transportation Systems Plans. See Attachments "2-1," "2-2" and "2-3" attached hereto and incorporated herein by this reference.

3. Major storm water drainage and management, water quality systems, major utilities, open space or land use issues; discussion of how such issues will be addressed as development proceeds.

3.1 Storm Water Drainage and Water Quality. A master storm water drainage study design has been designed by the Developers Engineer and is incorporated and approved within this Agreement as Attachment 4, which is sufficient to proceed with the development of the Project(s).

3.2. Major Utilities.

3.2.1. Utility Infrastructure. Developers Engineer has been retained to provide a utility evaluation of the Park Lane Commons Development. During this initial evaluation, capacities and connection points will be determined for each underground utility. A Preliminary Utility Plan has been created for the development. This plan shows in plan view the proposed utilities and estimated sizes, in addition to connections points, service and meter location, and required infrastructure to be in compliance with the local governing district. This plan will serve as a base for the final utility drawings and will be the source for determining the final delivery of utilities to the Site.

3.2.1.1. Water. Located within Station Parkway at the intersection of Grand Avenue is a 10" culinary water line. In order to obtain water service, the project will be required to connect to this line with a 10" culinary water line, looped through the development, and re-connected back to Station Parkway. All culinary services, fire sprinkler lines, and fire hydrants will be connected from the interior looped line. Fire Hydrants will need to be spaced through the development and be approved by the Farmington City Fire Marshall. An outside consulting firm will be retained to provide testing and analysis to determine existing fire flow, service flow, and pressure within the existing system. Upon completion of the test, the civil engineer will review and provide comment to provide a minimum system design to meet the proposed demand.

3.2.1.2. Sewer. To meet the sewer demands, Developer has worked with Central Davis Sewer District to construct a lift station located on Station Parkway. A 10" line currently services Lot 101. There is sufficient capacity in the lift station to service the projected demand of the Park Lane Commons Development. Attachment 2 illustrates the proposed lines and points of connection. Currently a 16" line has been stubbed from the lift station to Parcel E&H, which is planned to be extended to Parcel F. Parcel I will connect to the existing line in Station Parkway. Parcels A and B will be serviced from a new line to be constructed and connected to the line servicing Lot 101. This is based upon demands related to building square footage and use. Sanitary sewer designs will need to meet minimum separation from existing utilities (10' culinary water, 6' all others) and Central Davis Sewer District Standard Specifications. Final building finished floor elevations will need to be closely reviewed to meet sanitary sewer invert elevations. Upon completion of the Preliminary Grading Plan, it will be necessary to verify adequate elevation.

3.2.1.3. Gas. An existing 8" natural gas line exists on the north side of Station Parkway. Pressures for the gas line are adequate to meet the design loads due to the proximity of a Questar District Regulator Station. Coordination with Questar will need to occur prior to construction and will be important to involve them with the preliminary utility design of each Project.

3.2.1.4. Electric. Station Parkway has an existing underground power line that serves the development area. Service for the development will be provided from the lines existing within Station Parkway. The service will be extended into the development as needed and eventually looped when determined by Rocky Mountain Power.

3.2.1.5. Phone/Data. Century Link or others will provide phone and data services for the proposed development. The location of existing service is located in the southeast corner of the proposed development. Century Link or others will engineer the proposed development when further information is provided and will loop through the development.

3.2.1.6. Comcast Cable. Comcast, a cable provider, is not available for service in the proposed area. It is currently not in their plans to expand into the area for 10-15 years. Existing roads, railroads, pipelines, etc. make it difficult to expand into the area. Service will eventually reach the area from the west.

3.2.1.7. Secondary Water. Secondary Water will need to be purchased from Weber Basin. Once a completed Utility Plan is submitted to Weber Basin, records will be reviewed to determine the water rights available and what additional shares may need to

be purchased. With the construction of Station Parkway, Weber Basin constructed a 10" main line in Station Parkway, which is available for connections for each Project. Developer will work with Weber Basin in the design, purchasing of necessary water, connections and construction of Secondary Water as required for each Project within Park Lane Commons Development.

3.2.1.8. Existing Oil/Gasoline Lines through Site. Pioneer Pipeline, in association with Conoco-Phillips, operates an 8" High Pressure refined gasoline pipeline through north east end of the proposed development. The pipeline is located within a 50 foot easement. The Developer has an existing agreement with Conoco that allows for the construction of the proposed development as illustrated on Exhibit B.

3.2.1.9. Conceptual Utility Plans. See Attachments "3," "4" and "5" attached hereto and incorporated herein by this reference.

3.2.2. Grading and Drainage Design. A civil engineer has been retained to review existing and any new geotechnical studies undertaken by the Developer. In reviewing the geotechnical studies, close attention will be paid to fill requirements, groundwater levels, pavement design, over excavation, surcharging, import material, and liquefaction. Also, based upon existing and future survey information, the project developer will provide a Preliminary Grading Plan as part of the Site Plan Review. This plan will establish building finish floor elevations, preliminary storm drain plan, proposed detention pond locations, cut and fill locations, and connections to existing infrastructure.

3.2.2.1. Geotechnical Report Evaluation. Currently, the civil engineer has reviewed two reports that have been provided. First, AGECE, Preliminary Geotechnical Report, Parcel B, Farmington, Utah dated 12/5/2012 (Proj # 00115-106) and GeoDesign Inc. Preliminary Report of Geotechnical Engineering Services, Park Lane Commons, Parcel H Farmington, Utah dated 1/8/2013(Proj # CenterCal 4-10). In both, the typical soil consists of sand, silt, and clay underlain by deposits of gravel, sand, silt, and clay. Also, both reached an agreement that groundwater can be expected at approximate 5 feet in depth.

Both studies are under the assumption that lightly loaded structure can be constructed on shallow foundations and spread footings. A surcharge program may not be required at building plan locations unless subjected to high point loads. Areas of great fill in parking and road locations may want to consider applying imported fill early and allow settling over several months. Liquefaction can be expected in the area and is anticipated to be between 2 to 6 inches during a seismic event. For building larger than two to three stories, piles and deep foundation may be required to meet design needs.

3.2.2.2. Grading and Storm Drainage. Existing storm drainage facilities exist local to the proposed development. Station Parkway consists of one storm drain line on the south side. This line is 18" in diameter and flows to the west discharging into Shepard Creek. Closer study of how these drainages will be handled by the development will be included in the proposed Grading and Drainage Design. Attachment 4 has a complete engineering review and recommendation.

4. Description of proposed development standards at the edge of the PMP to promote compatibility between the PMP and adjacent land uses.

4.1. Periphery Development. Even if the development of Park Lane Commons is initially limited to the area generally designated in the project site -streets and walkways will be built to accommodate the anticipated traffic load for the initial build out. Street locations as shown on the Regulating Plan will anticipate likely development scenarios on the adjoining properties if such properties are acquired by Developer. Project Specific Development Standards for Park Lane Commons will be utilized throughout Park Lane Commons, including areas on the periphery.

5. Sequence and timing, where known, of project construction, public land and right-of-way dedications, site infrastructure improvements, off-site infrastructure improvements, and supporting facilities.

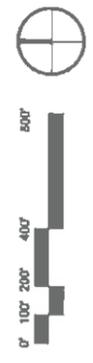
It is contemplated that a themed mix of uses as provided for in Attachment 5, will commence within 2 years of project approval and will be built out over a period of 3 -15 years, constituting the initial phase of Park Lane Commons (the area generally designated as Areas on Parcels A, B and the frontage portion of E&H). Full build-out within the Project Site could exceed 1 million square feet, the majority being themed mix-use in nature. Infrastructure will be installed to meet the usage demands of the Project.

6. Discussion of the incorporation of existing structures, if any, in future development plans.

Lot 101 (Exhibit A-1) This area is controlled by an existing PMP and is the Park Lane Village Apartments consisting of three story apartment buildings (324 total residential units) and an associated clubhouse along with accessory carport structures. Lot 101 serves as the gateway connection/trailhead for the district pathway system including paths to the commuter rail station, Grand Avenue Promenade, the Legacy Parkway Trail system and pathways to the north. The Trail has been completed under a separate development agreement with Developer and has been accepted by the City.

Area I (Exhibit A-1) currently is occupied by accessory structures that will be incorporated into the planned mixed use commercial area as development occurs. It is anticipated that the existing buildings will be part of addiction recovery program being supported by the Developer. The use of these buildings are in compliance with the allowed uses under the Ordinance. END OF PMP NARRATIVE

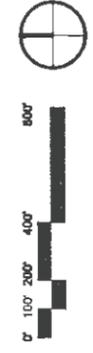
- LEGEND
- PROPOSED ACCESS
 - STREET FRONTAGE IMPROVEMENTS ALONG STATION PARKWAY
 - STREET FRONTAGE IMPROVEMENTS ALONG GRAND AVENUE
 - STREET FRONTAGE IMPROVEMENTS ALONG BROADWAY
 - STREET IMPROVEMENTS ALONG STATION PARKWAY BY OTHERS
 - CREEK AND TRAIL IMPROVEMENTS PER DEVELOPMENT AGREEMENT
 - POINT A



LEGEND

	FREEWAY
	MAJOR ARTERIAL
	MINOR ARTERIAL
	NEIGHBORHOOD ROAD/LOCAL
	FUTURE CONNECTION
	PEDESTRIAN TRAIL SYSTEM
	POINT A

* IT SHOULD BE NOTED THAT SOME STREETS WILL BE INITIALLY DEVELOPED AS "NO BUILD ZONES" UNTIL ADJACENT DEVELOPMENT CAUSES THE NEED FOR A RIGHT-OF-WAY.



*Grand
should be Blue*



LEGEND

	PEDESTRIAN CONNECTIONS
	BICYCLE CONNECTIONS
	BUS ROUTE
	PEDESTRIAN TRAIL SYSTEM
	OPEN SPACE

ADDITIONAL OPEN SPACE WILL BE
COMPRISED OF LANDSCAPING AROUND
PERIMETER OF BUILDING FOOTPRINTS



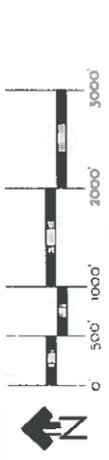


West Farmington Mixed-Use District Regulating Street Plan

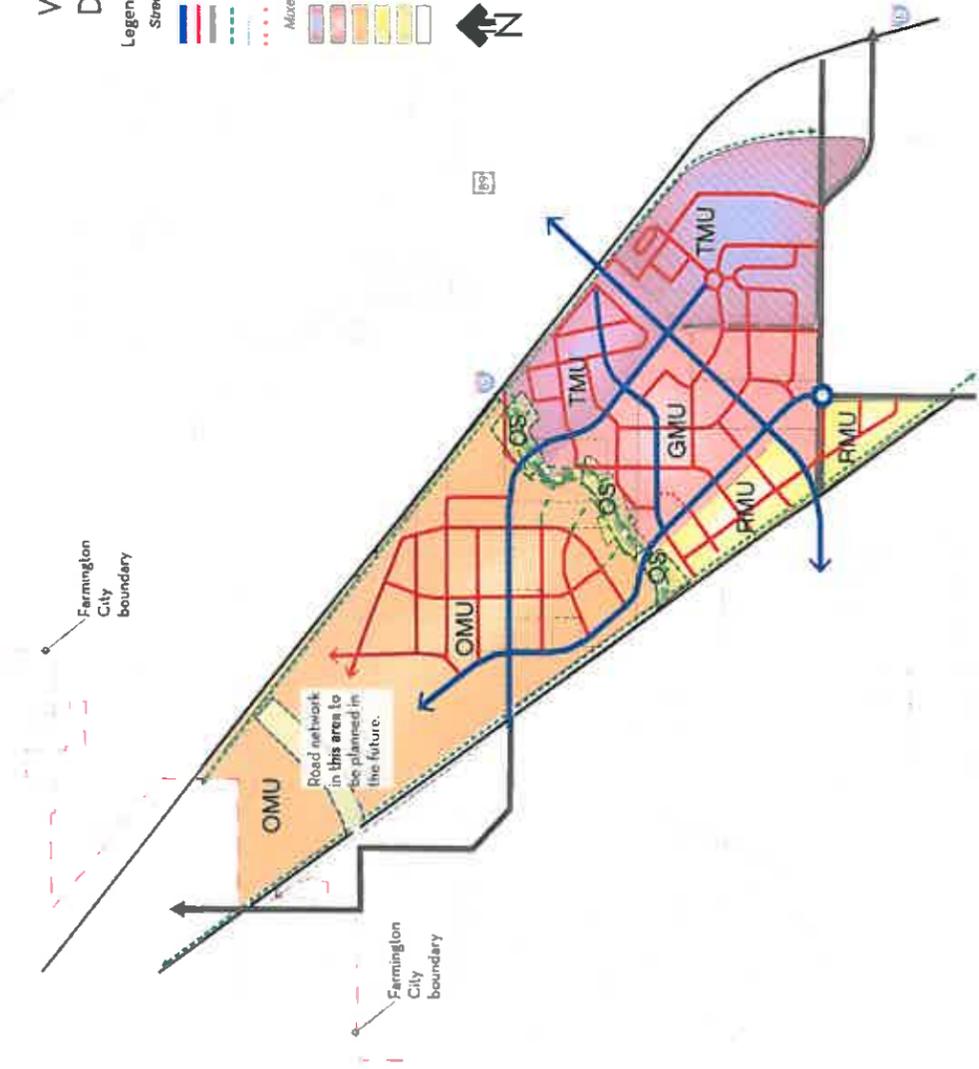
Legend

- Street Network**
- Proposed Principal Road, approx. 64 ft ROW curb to curb, 2' travel lane, center median
 - Proposed Neighborhood Road, approx. 30' to 34' ROW curb to curb, 2' travel lane
 - Existing Local/Collector Road, Banker Lane, Clark Lane, 1525 West
 - Proposed or Proposed Placeholder Pathway
 - Approximate 400 ft Station Center Boundary, Proposed Creek

- Mixed-Use Districts**
- Transit Mixed-Use District (TMU)
 - General Mixed-Use District (GMU)
 - Office Mixed-Use District (OMU)
 - Open Space Mixed-Use District (OSU)
 - Regional Mixed-Use District (RMU)
 - Open Space Mixed-Use District (OSD)
 - Station Park*

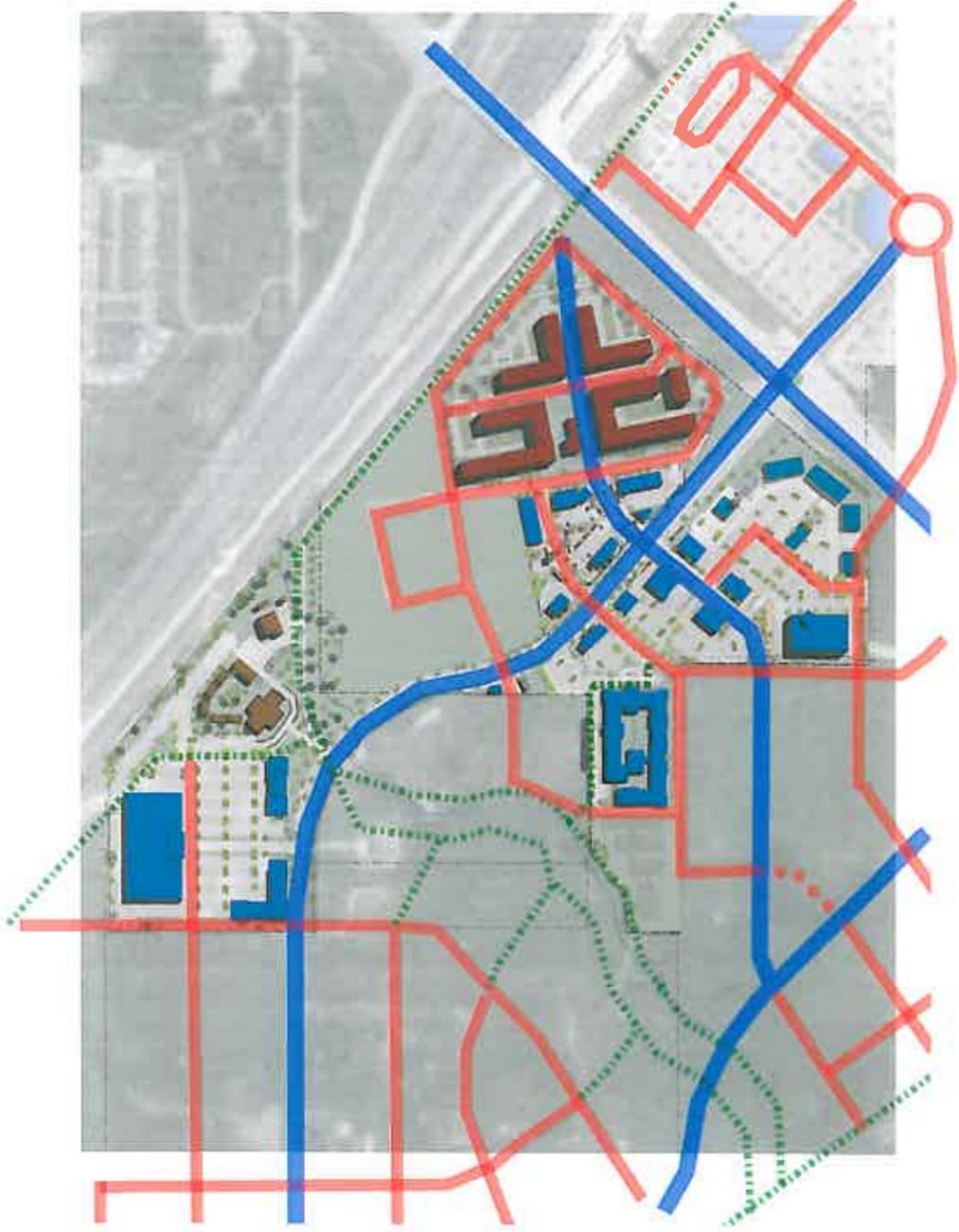


* Development of the Station Park area shall be governed by the terms of the certain Development Agreement between Farmington City and Station Park Central LLC (the "Station Park Development Agreement"), which the City plans to be in progress of Year 11, Chapter 20 of the Farmington City Ordinance, which provides an acceptable development schedule and other applicable development standards and other applicable standards to be used in such order. Farmington City understands that the Station Park area may be developed in the future. The Station Park Development Agreement and other applicable standards shall be used to govern the Station Park Development Agreement.





The regulatory plan intent has been matched as shown by the overlay. Flexibility in the final location of the road network will accommodate open space and wetlands and will be defined by the site plans that develop with future tenants.





June 15, 2013

Mr. Scott Harwood
The Haws Companies

RE: PARK LANE COMMONS EXISTING & PROPOSED UTILITY ANALYSIS

Dear Scott,

We have been engaged with the civil engineering for the overall 72 acre Park Lane Commons Development for the past 3 years. During that time we have worked with your previous engineer, Earl Kemp, and with the City of Farmington to evaluate and prepare the necessary plans for the utility infrastructure to support the development.

Attached is a detailed analysis of each of the required utility systems. This analysis is derived from a storm water study that was prepared by this office in March of this year, which I have attached to this letter.

The storm water study is broken down into 5 areas Labelled A-1 through A-5. A-1 is the 15.53 acre tract of land on the north side of Burke Lane & Station Parkway and is also the location of Red Barn Farms. Areas A-2 & A-3 (14.04 & 21.90 acres, respectively) are located on the east side of Station Parkway between Burke Lane to the north & Park Lane to the south. Areas A-4 & A-5 are located on the west side of Station Parkway. A-4 is 12.0 acres and is located between the overall project's south boundary line and the future extension of Grand Avenue to the west. Finally, A-5 is located on the west side of Station Parkway & extends out to Shepard Creek. A-5 consists of 11.78 acres. The total area of this study is 75.31 acres including city dedicated roadways. This approach was agreed on at a meeting held in December 2012 at the City Offices with Engineers from the Haws Companies and the Farmington City Engineer present.

WATER:

Each of these areas will be serviced by an existing 10" water line that was placed below Station Parkway as indicated in CRS Engineers' design drawings titled "Farmington City – Station Parkway:North" dated 3-16-2010. There are (2) existing 8" lines that extend from this 10" line beneath Richards Way and Grand Avenue. These 8" lines provide domestic water to the entirety of A-3 and the proposed future development that will be located on the east end of A-2. Area A-3 has a looped distribution system & the proposed future development will provide a looped connection configuration that will be drawn from as development in A-2 progresses towards Station Parkway. Although areas A-4 & A-5 do not have any water infrastructure in place, it is readily available to connect to with an existing 10" stub located at the west side of the intersection of Grand Avenue & Station Parkway. This 10" line will be looped through both areas A-4 & A-5 & provide domestic water, fire suppression & hydrant service for both of these areas. Finally, A-1 will connect to the 10" line beneath Station Parkway with (2) hot tap connections to provide looped water distribution. The existing 10" line also loops

underneath Park Lane to the Station Park Development. The existing 10" line beneath Station Parkway meets the needs of the development.

SANITARY SEWER:

Areas A-2 & A-3 will be sewerer through an existing 10" PVC sanitary sewer line that runs beneath Richards Way. This 10" line has a conveyance capacity of 3.8 CFS (1,705 GPM) & only needs to service 35.8 acres. This existing 10" main conveys the waste water effluent to an existing Central Davis Sewer District lift station where it is pumped up to an existing gravity system that outfalls to the wastewater treatment plant located northwest of the project.

Areas A-4 & A-5 will be sewerer by a future main that runs through each of these respective areas & outfalls into the existing lift station. These areas outfall into an existing 16" line that was stubbed out of the lift station and extended by developer into area A-5.

Area A-1 will be conveyed through a series of future lines that tie into an existing 30" CDS main line that runs beneath Burke Lane.

STORM DRAINAGE:

The storm drainage throughout this development is constrained by the limited amount of flow that can be discharged into Shepard Creek. Each of the above mentioned areas are discussed in the attached storm water study which was developed with input from CRS Engineers & Farmington City representatives. The development will install temporary detention if needed for areas A-1, A-4 and A-5, which will eventually be replaced by participation in a regional detention facility once it is available. Ultimately, Areas A-1 & A-4 will discharge at controlled rates through future city owned storm drainage systems to the west and south that tie into these future regional detention facilities. In the interim, detention will be constructed on-site to handle the required outflow. This will allow each area to be developed in phases prior to a city system being completed. Areas A-2, A-3 and A-5 will discharge at the rates included in the attached study into Shepard Creek. A-3 has been designed to be a pass through system which conveys the majority of the flow generated in that area unrestricted through a series of existing 15", 18" & 24" lines and discharge directly into Shepard Creek. These existing lines are adequate to convey these flows. Systems for Areas A-1, A-2, A-4 & A-5 will be designed to meet the required discharge constraints as development in those areas progress.

POWER, GAS & COMMUNICATIONS:

An overall Concept Plan has been developed for each of the dry utilities required for Park Lane Commons. The main distribution lines for power, gas and fiberoptic run parallel to Station Parkway behind the backs of curb. Service lines & transformers will

extend from these distribution lines and feed each of the proposed developments. There are three major switch boxes in place to service future electrical distribution.

In summary, there is either existing service to each phase of the development currently or there is sufficient capacity within the existing systems to support the proposed development plan of 6-15-2013 and attached with this letter. We have designed and planned for the necessary lateral connections for the required utility services. Additionally, we have had previous discussions and meetings with the service providers along with the City, where they have confirmed the availability of these services.

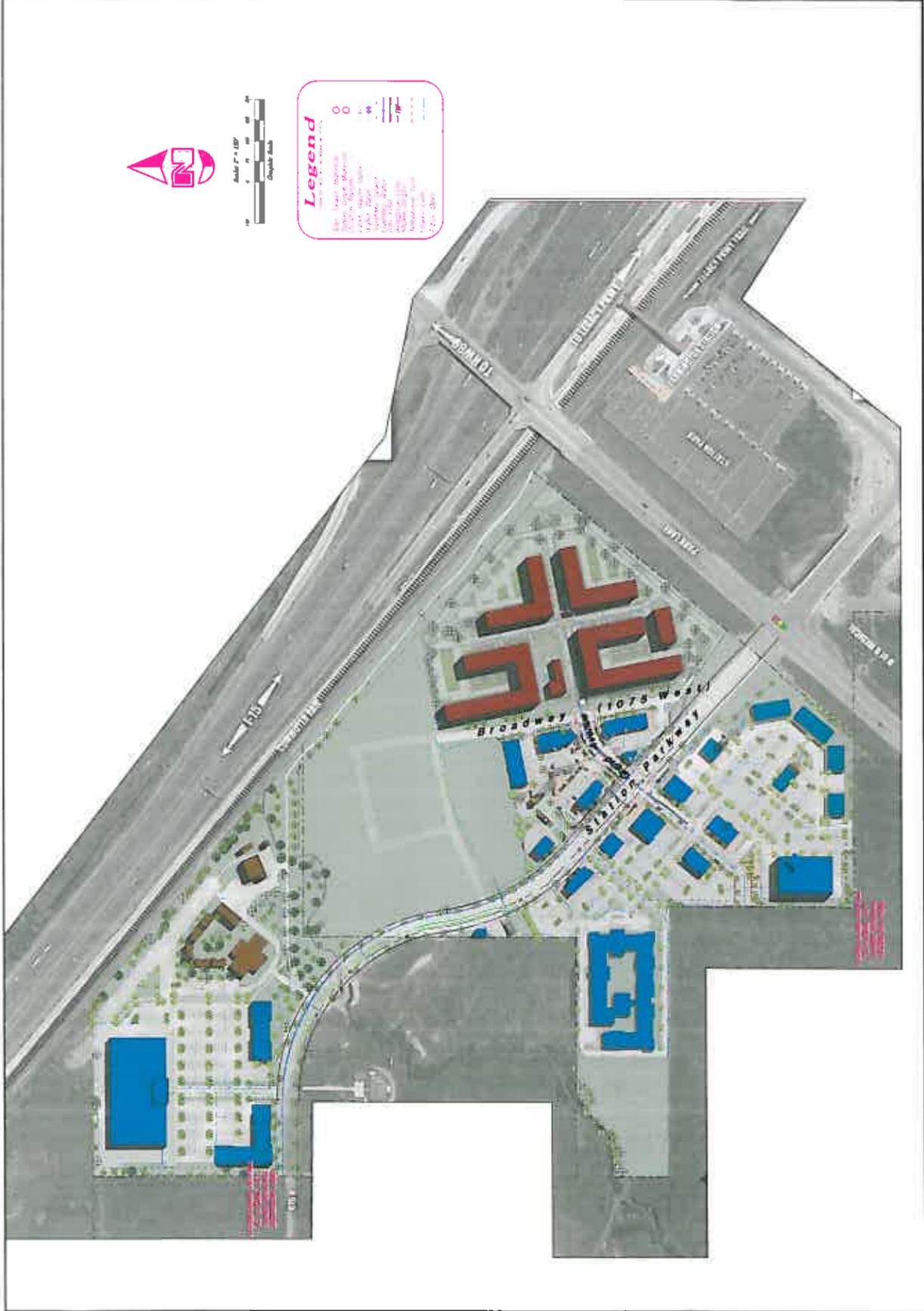
In our professional opinion the plans you have ready to submit to the City will meet the necessary engineering requirements for you to proceed with the Development of Park Lane Commons.

Please contact me if you have any further questions.

Thanks,



Coury Morris, P.E.
Principal
Great Basin Engineering, Inc.



Legend

- Proposed Building
- Existing Building
- Existing Parking
- Proposed Parking
- Proposed Driveway
- Proposed Sidewalk
- Proposed Stormwater
- Proposed Utility
- Proposed Easement
- Proposed Right-of-Way
- Proposed Right-of-Way Extension
- Proposed Right-of-Way Widening
- Proposed Right-of-Way Narrowing
- Proposed Right-of-Way Relocation
- Proposed Right-of-Way Abandonment
- Proposed Right-of-Way Reservation
- Proposed Right-of-Way Encroachment
- Proposed Right-of-Way Easement
- Proposed Right-of-Way Easement Extension
- Proposed Right-of-Way Easement Widening
- Proposed Right-of-Way Easement Narrowing
- Proposed Right-of-Way Easement Relocation
- Proposed Right-of-Way Easement Abandonment
- Proposed Right-of-Way Easement Reservation
- Proposed Right-of-Way Easement Encroachment

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**PARK LANE COMMONS
PARK LANE AND STATION PARKWAY
FARMINGTON, UTAH
STORM WATER STUDY
Project No. 12N611
8-30-2013**

General Site Information:

The proposed Park Lane Commons site is located along Station Parkway between Park Lane and Burke Lane in Farmington, Utah. Construction will consist of a new commercial development, including several buildings, parking lots, roadways, sidewalks, curb and gutter, underground utilities, and landscaped areas when completed. Needed detention volumes are also calculated and provided. The site has an area of about 75 acres including the interior roadways. Storm water from the site will be collected in inlet boxes and continue via storm drain to detention facilities located throughout the site, and be released to the west at a rate that allows no more than 15 cfs (75 acres @ 0.2 cfs/acre) to leave the overall site into an existing creek & future city regional drainage facilities to the west and south of the site. (See figure and calculations this sheet).

The proposed site is broken up into 5 drainage areas (labeled A-1 through A-5). A runoff coefficient of 0.15 was used for natural ground and landscaped areas. A runoff coefficient of 0.90 was used for asphalt, concrete, and other hard surfaced areas. An average runoff coefficient was calculated for each individual area of the site under developed conditions.

Rainfall intensities were taken from Farmington City. The values obtained were interpolated as necessary. A copy of this data is attached.

Data showing area information, runoff coefficient, and required detention for the site is also provided and can be found in the attached calculations.

Orifice Plate:

An orifice plate will be used for each detention facility onsite, and will be sized to accommodate the flows calculated in the attached sheets.

Storm Water Area Breakdown:

Area A-1: Area A-1 has been modeled with a 0.2 cfs/acre discharge rate & will outfall into a future city storm drain system & detention facility located west of the development. The discharge rate for Area A1 is 3.10 cfs for the 15.53 acre area.

Area A-2: Area A-2 is 14.04 acres and has been modeled at .072 cfs/acre due to the limited amount of capacity that can be discharged into the existing creek. Area A2 will be released at 1.02 cfs.

Area A-3: A-3 is 21.90 acres and will be conveyed through an existing storm drainage system that has a conveyance capacity of 11 cfs – this existing drainage system also conveys the runoff from the existing roads within the development & discharges into the creek. The existing system has been



designed & the specifics have been agreed upon previously between Forsgren Engineering & Farmington City's Consulting Engineer, CRS. Park Lane Village Apartments currently utilize 5.0 cfs as approved by the city engineer. The total outfall rate from A-3 is approximately 11.0 cfs.

Area A-4: Area A-4 will be restricted to a 0.2 cfs/acre rate and will discharge into a future city owned storm drainage system to the south of this development. Area A4 is 12.0 acres & will release 2.40 cfs into the future system.

Area A-5: Area A-5 is 11.78 acres and will be restricted to a 0.058 cfs/acre discharge rate. This area will discharge directly into the creek and will convey 0.75 cfs.

In summary, Areas A-2, A-3, & A-5 will all outfall directly into the existing creek running through the site. Detention will be provided adjacent to the creek bank and within the area breakdowns shown on the attached map. Areas A-1 and A-4 will outfall to future city owned systems to the west and south, respectively. Temporary detention will be provided in each of these areas as necessary. The total amount contributed to the future west system from Area A-1 will be 3.10 cfs. The total amount contributed to the south system from Area A-4 is 2.40 cfs. Areas A-2, A-3 & A-5 combined will contribute 12.77 cfs into the existing creek. A total release of 15.0 cfs for the development area is by prior city approval. The difference between 15.0 cfs and 12.77 cfs is utilized by flow generated from roads within the development. Each area will have temporary detention designed to meet the requirements listed until a future city system is completed. This will allow each of these areas to be developed in phases prior to a city system being completed.

Detention Calculations:

Detention calculations are based on the release rates discussed above and are broken down as follows: A-1, 50,869 cubic feet; A-2, 45,846 cubic feet; A-3 is unrestricted through the existing drainage system (the conveyance system designed for area A-3 is already in place and operating) A-4, 41,662 cubic feet; A-5, 66,570 cubic feet.

In the event the detention facilities experience a storm much larger than the design storm water will then spill out into the streets and continue to the west in a historical fashion.

Great Basin Engineering, Inc.

Prepared by Ryan Bingham, P.E.

A handwritten signature in blue ink, appearing to read 'Coury Morris'.

Reviewed by Coury Morris, P.E.

Exhibit C

Project Specific Development
Standards

PARKVILLE COMMONS

EXTERIOR SIGN STUDY

Presented By

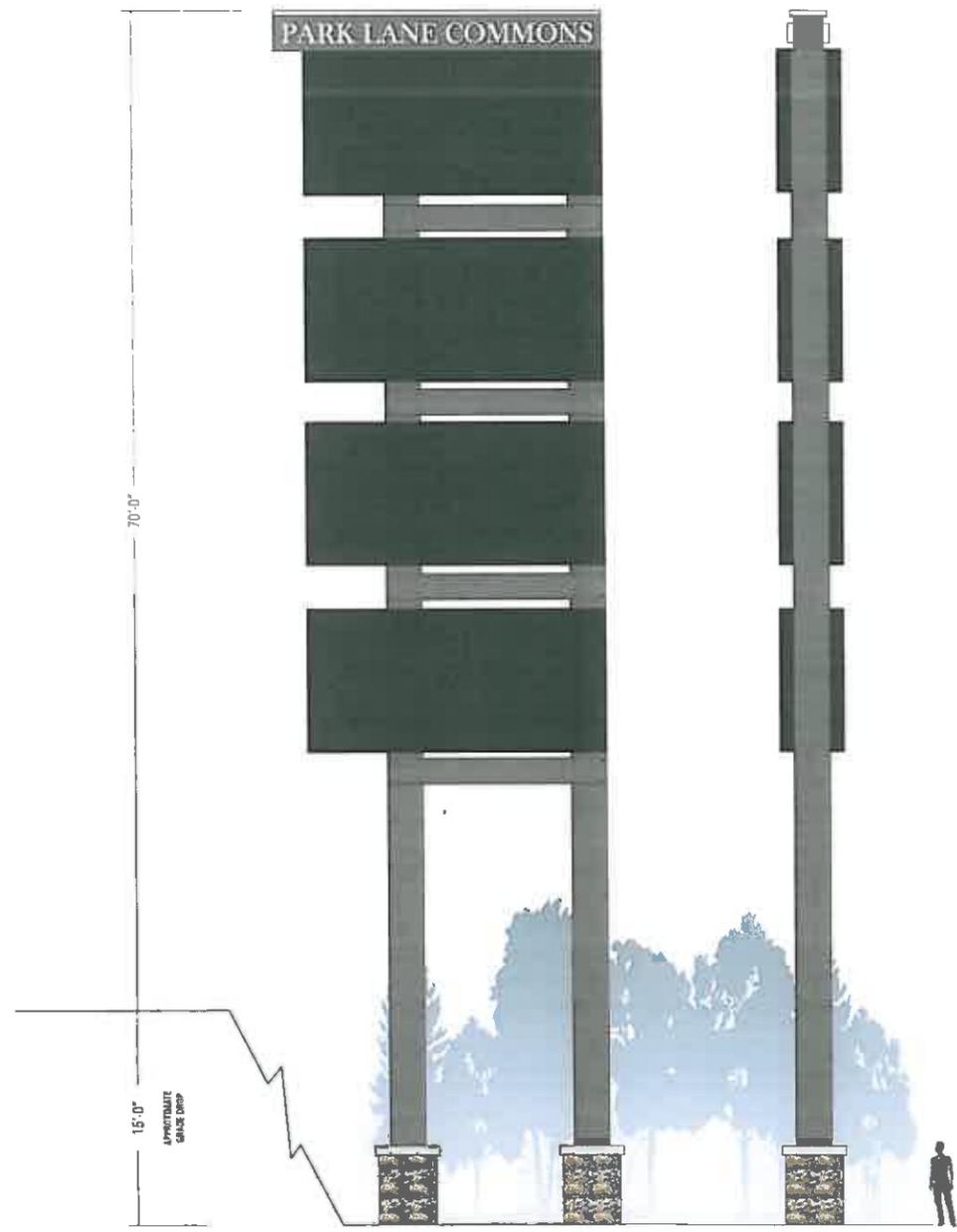


Rocky Mountain Region

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Salt Lake City, UT 84104
801-487-6481

Denver Office
3770 Joliet Street
Denver, CO 80239
303-375-9933

Version: R6
4-29-2014



DISPLAYS ONE AND TWO MULTI TENANT DISPLAYS SCALE: 1/8" = 1'-0"

<p>YESCO Rocky Mountain Region 15500 South Stevens Road Suite 100, Centennial, CO 80108 Phone: 303.440.4400 Fax: 303.440.4401 www.yesco.com</p>	
<p>PROJECT: PARK LANE COMMONS LOCATION: FARMINGTON, UT ARCHITECT: DUSTY SMITH ARCHITECTS DATE: 05/28/2013 DRAWING NO: 42107R01.dwg</p>	<p>DESIGNED BY: [Redacted] DRAWN BY: [Redacted] CHECKED BY: [Redacted] APPROVED BY: [Redacted]</p>
<p>42107R01.dwg 4/11/2013 10:10:10 AM</p>	



OWNER:
PARKLAND

DESIGNER:
FARMINGTON UT

PROJECT MANAGER:
JOY HENRITZ

DATE:
05-28-2013

PROJECT NAME:
MOUNTAIN VIEW

PROJECT ADDRESS:
1025 North Commons Court
Salt Lake City, UT 84143

PROJECT NUMBER:
4210786

PROJECT STATUS:
1

PROJECT TYPE:
1

PROJECT PHASE:
1

PROJECT DATE:
05-28-2013

PROJECT NUMBER:
4210786

PROJECT STATUS:
1

PROJECT TYPE:
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05-28-2013

PROJECT NUMBER:
4210786

PROJECT STATUS:
1

NORTH BOUND I-15



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COMPANY: YESCO

DEPARTMENT: SALES

TITLE: SALES REPRESENTATIVE

DATE: 05/20/2015

SALES REP: JEFF KRANTZ

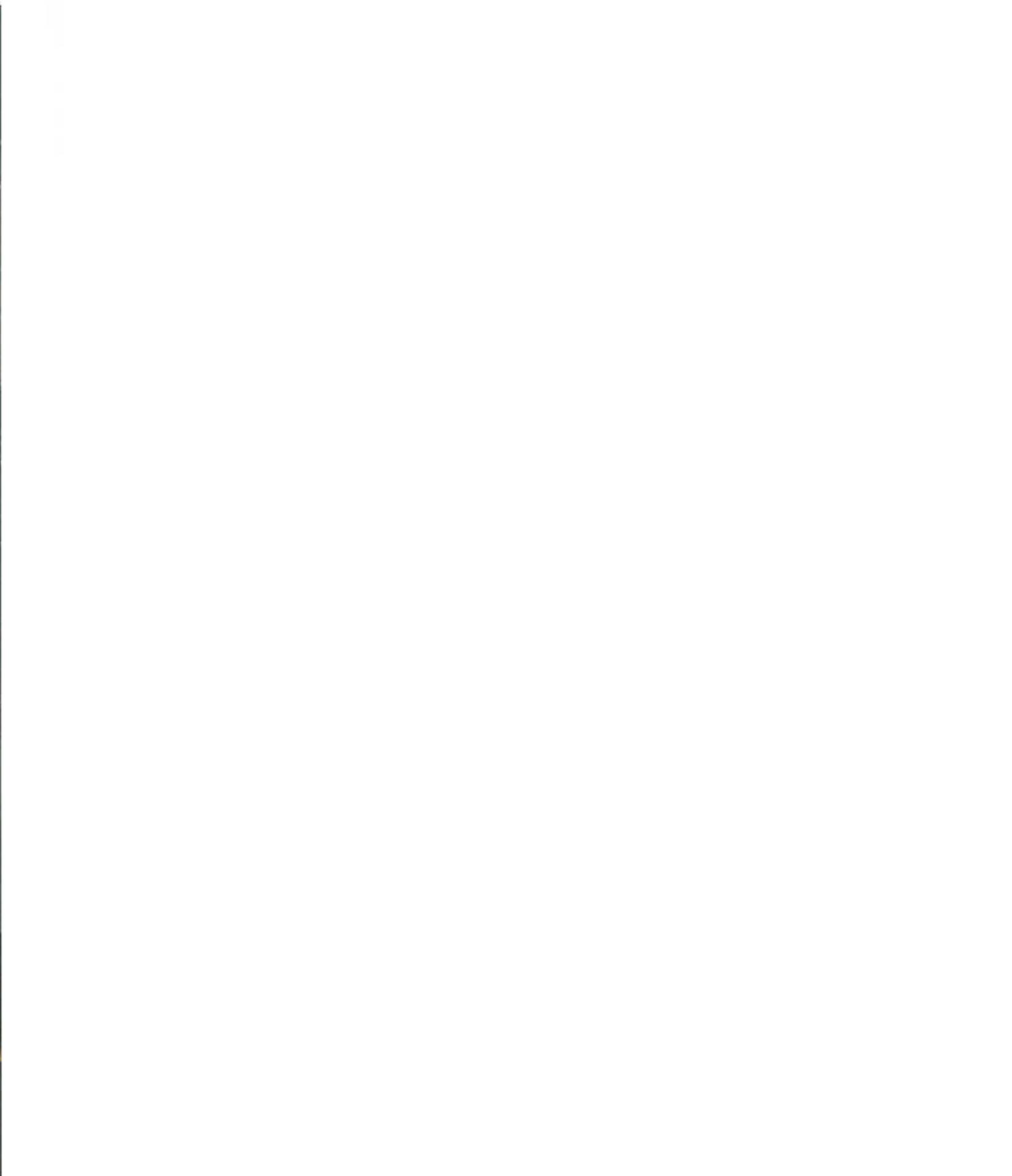
SALES OFFICE: BOULDER

SALES AREA: Rocky Mountain Region

SALES OFFICE: BOULDER

SALES REPRESENTATIVE: YURI LARV

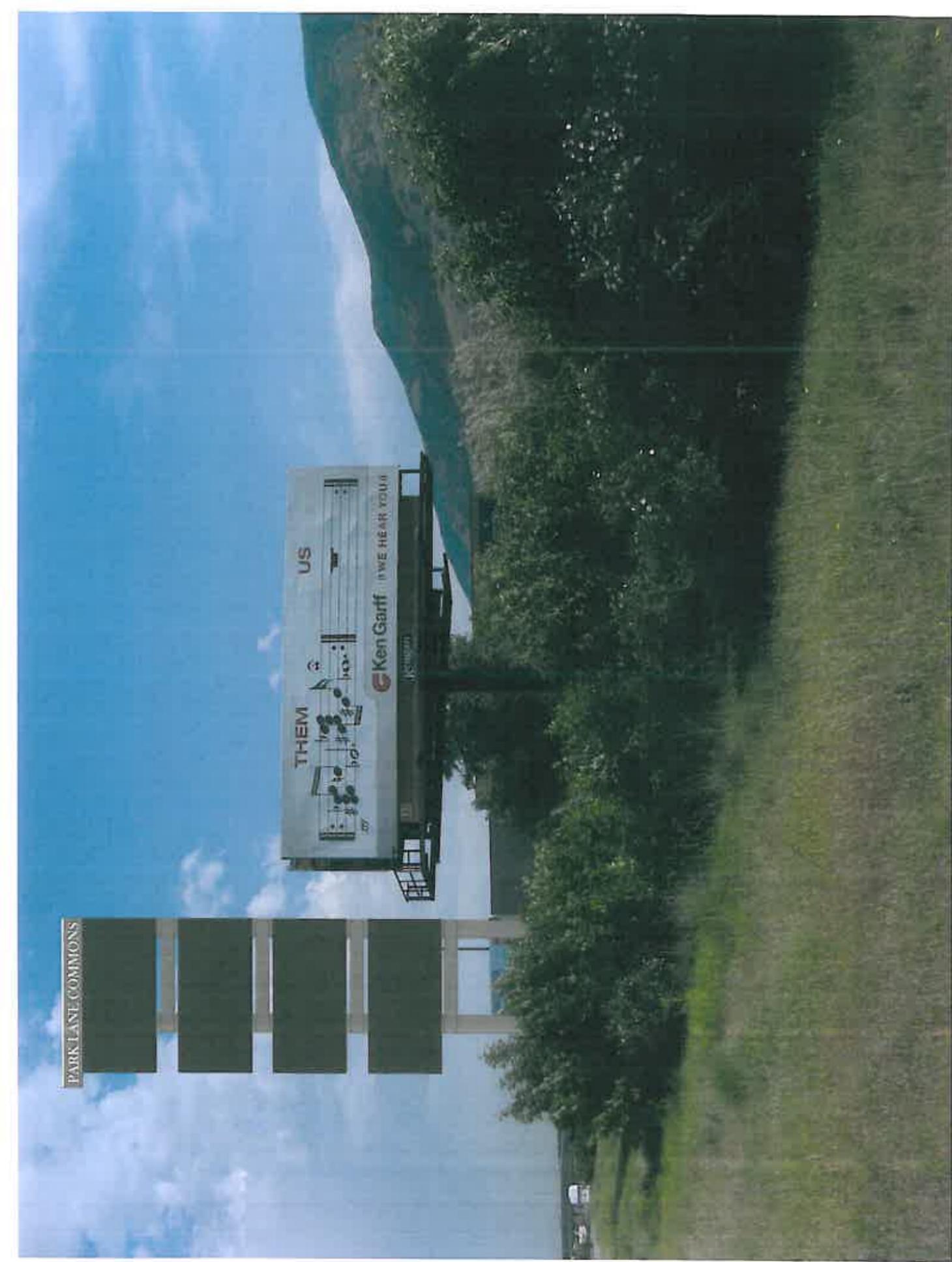




PARK LANE COMMONS

THEM  US

 Ken Garff WE HEAR YOU





PARK LANE COMMONS





From: "John Bilton" <jbilton@farmington.utah.gov>
To: mayor@farmington.utah.gov, "Cory Ritz" <critz@farmington.utah.gov>, "Jim Young" <jyoung@farmington.utah.gov>, "Doug Anderson" <danderson@farmington.utah.gov>, "Brigham Mellor" <bmellor@farmington.utah.gov>
Cc: "Dave Millheim" <dmillheim@farmington.utah.gov>
Sent: Friday, May 23, 2014 12:21:47 PM
Subject: Chapter 11 Haws Project

All,

After some time and review of the meeting we had on [Tuesday](#) night I have decided to ask a question of the council concerning the use of section 114. As I opened my comments that evening I read from the code section 11-18-113:

"where the City Council determines an alternative Development Standard proposed by the project developer is appropriate for the development of the project and a Council finds there is appropriate consideration, in the form of monetary, tangible or intangible consideration of benefit to City or public from the proposed development and/or other appropriate reasons that justify the determination of the City to alter generally applicable standards."

In my review of this code this section tells me that we do not deviate from our standards unless there is "appropriate consideration, in the form of monetary, tangible or intangible consideration of benefit to City or public from the proposed development". If this is not the case then we do not allow section 114 to come into play.

This I believe is one of the central policy questions we have as a council with the development application received from The Haws Companies.

I would very much like to see this question answered.

Dave Millheim, please ask the Haws companies prior to the meeting on [June 3rd](#) to give us an answer? Please let me know if any of you have objections to this.

Thanks

John Bilton

May 26, 2014

Farmington City
C/O Mayor Talbot & City Council Members
160 S. Main
Farmington, UT 84025

Electronic Delivery

Dear Mayor and City Council,

We have been asked by Council Member Bilton to provide information as to how the Park Lane Commons project provides appropriate consideration, in the form of monetary, tangible or intangible consideration of benefit to the City or public from this proposed development. This language in the code specifies that this is specific to altering Development Standards in Sections 11-18-112, 11-18-113, and 11-18-106. Given that there are a couple of new Council Members, we appreciate the opportunity to answer this question, and provide some background to help you in determining the justification needed to alter generally applicable standards. Here is our answer to the question asked:

A 72 Acre Master Planned Mix-Use Project with 18 years of History. The master planned project of Park Lane Commons is part of an area within Farmington that was conceived over 18 years ago. It includes 72 acres of what was part of a 136 acre assemblage of property by The Haws Companies and was annexed into the City of Farmington as an effort to create a themed master planned project area. The intent was to create a mix of uses with a common theme that would help establish a tax base with tenants that would allow the local community to find much needed services within their own community. The tax base alone for this project is huge consideration of benefit to Farmington City.

Park Lane Commons adds to the Sustainability of Station Park and the surrounding area. Station Park is an incredible beginning and will anchor a Themed Mix Use concept that will be a great draw to our community which will require the support of our local community and all of Davis County as well. The continuation of this momentum is critical to Station Park's future success. Expanding development around Station Park will provide an additional mix and variety of uses. Allowing other uses that will surround this development will add to the success and sustainability of this area.

Park Lane Village Apartments needs supporting services around it. Park Lane Village Apartments is part of this overall master plan and is conveniently positioned to support the transit system. It provides walkability for residents that will support a mixed use project area. A mixture of uses and services, along with continued development will provide the vibrancy that is needed to continue the momentum that has been established. Empty fields surrounding this apartment complex is not the best use of the property and discourages existing tenants. One of the most asked questions at Park Lane Village Apartments from existing AND prospective tenants, is when can they expect to see supporting uses around their site.

A Mix of Uses with a consistent theme will add to our community. The Theme with common landscaping, entry signage and buildings that are designed and as illustrated in the renderings provided by Architectural Nexus are consistent with the type of development we would like to see in this area. The mix of Medical, Services, Restaurants - both fast food and sit-down, Offices and Retail will complement what has already been started and will balance both sides of Park Lane.

Additional Jobs and Employment are added to Farmington City. With the addition of additional tenants and business as part of Park Lane Commons, jobs and employment are increased in the community. Providing meaningful employment for those in Farmington City and Davis County is a major benefit of this development moving forward.

A Community Wellness Center is needed in our Community. As discussed by Judge Memmott in the Public Hearing on May 20, the area at the Red Barns is proposed to be part of a Community Wellness Center. We recognize the need within our community to provide these services to families while preserving the look and feel of what has already been started with the Red Barns. This will be a complementary transition to the future business park that is proposed along Station Parkway over to Shepard Lane.

We are confident that the above items as listed, in addition to others that you may determine, will help you in evaluating the benefits to the City as we look to incorporate Section 114 into our development plans.

Sincerely,

The Haws Companies

TOD Research

From : Brigham Mellor <bmellor@farmington.utah.gov>

Thu, May 15, 2014 09:56 AM

Subject : TOD Research

1 attachment

To : Jim Talbot <mayor@farmington.utah.gov>, John Bilton <jbilton@farmington.utah.gov>, Doug Anderson <danderson@farmington.utah.gov>, Cory Ritz <critz@farmington.utah.gov>, Jim Young <jyoung@farmington.utah.gov>

Cc : Dave Millheim <dmillheim@farmington.utah.gov>, Dave Petersen <dpetersen@farmington.utah.gov>, Eric Anderson <eanderson@farmington.utah.gov>

I have been doing some research on TOD's and walking distance. I thought I would share with you what I found. UTA and other transit experts (exhibit's listed below) assume in their calculations that an individual can comfortably and reasonably walk 0.5 miles in 5 to 8 minutes. That is the "gold territory" for transit oriented development. You can get in a car, turn it on, back it out of a parking space, and drive .5 mile in about 2 minutes depending on traffic. But to walk it you are only losing 3 to 5 minutes. So reasonably most people would just walk the .5 miles - after .5 miles something interesting starts to change - for every 1 mile pedestrian traffic drops off 20% - meaning you are 20% less likely to walk 6 miles than you are to walk 5 miles if you have a choice between a car and walking. Keep in mind the <1/2 mile radius around the train station is EXTREMELY valuable land in many ways that exceed even property values.

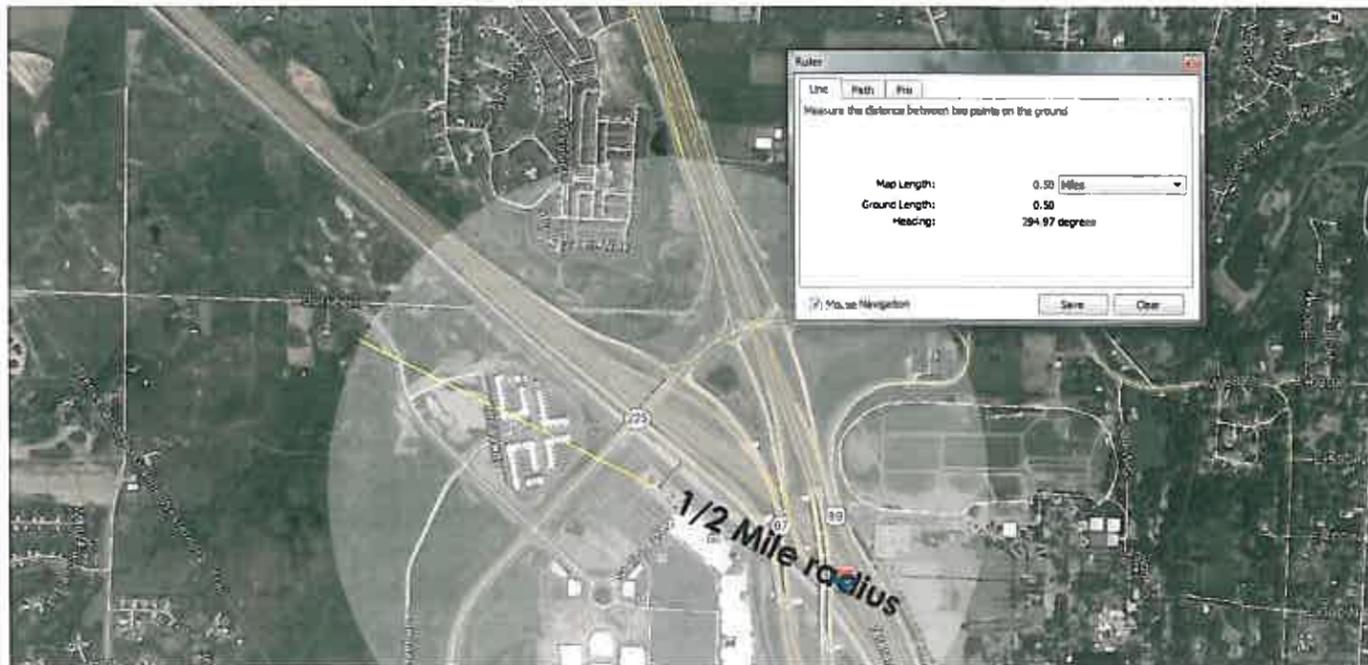




Exhibit 1:

Dittemar, H and G O'Hland, eds *The New Transit Town: Best Practices in Transit-Oriented Development* 2004, Island Press, Washington DC P 120
"Locale development close to transit Effective TOD places residential and office space as close to transit as possible. The optimal walking distance between a transit station or stop is between a quarter- **and a half-mile**"

Exhibit 2:

Envisioning Neighborhoods with Transit-Oriented Development Potential <http://transweb.sjsu.edu/publications/envisioning/Envisioning.htm>
"walking distance (<1/2 mile), bicycling distance (<2 miles), and five-mile driving or transit distance. These ranges of analysis include the areas where residents of possible TODs might work, shop, or prefer to go for services. Case studies are from bay Area of San Francisco (Campbell light rail, Fruitvale BART in Oakland, Hayward BART, Mountain View CalTrain/light rail, Redwood City CalTrain, and the Sacramento 65th Street Station) Study uses these distances as a starting point, not as a point of research."

Exhibit 3:

Regional Plan Association (1997) *Building Transit-Friendly Communities A Design and Development Strategy for the Tri-State Metropolitan Region* (New York, New Jersey, Connecticut)

"Defines transit-friendly communities as intensively developed areas within ¼ - ½ mile of rail stations. A distance that can be comfortably walked in 5-10 minutes and a distance most people are willing to walk to train stations or other community uses..."

Exhibit 4:

Mass Transit Administration (1988) *Access by Design: Transit's Role in Land Development* Maryland Department of Transportation

"Recommended spacing for bus stops is calculated based on a catchment area of 3000 feet (0.5 mi.) from each side of the road traveled, defined as the area from which most passengers can easily walk to access transit service. Passengers within this distance are considered to be "adequately served." Closer spacing is recommended for higher density areas (section 5.1.2)"



Radius.jpg
1 MB

Fenestration

14. A minimum of 60% fenestration is required on the street level of all street facing facades on arterials, principal, promenade and rail access streets. Street level is considered to be between 2 and 12 feet on these street types. Upper stories shall have a minimum of 30% fenestration for each story;
15. A minimum of 60% fenestration is required on the street level of all street-facing facades for all non-residential uses on neighborhood streets and pedestrian walkways. Residential uses on the street level must have a minimum of 40% fenestration on street-facing facades. Street level is considered to be between 2 and 10 feet on neighborhood streets and pedestrian walkways. Upper stories for all uses shall have a minimum of 30% fenestration for each story.
16. Windows of tinted or reflective glass may not be located between 2 feet and 9 feet above the sidewalk grade on street-facing facades.

iv. *Transit Mixed-use District Criteria.* In addition to the general, building design and site design criteria set forth in sections i through iii above, the following criteria shall apply in the TMU districts:

1. Buildings shall be sited to emphasize or reinforce the relationship of the development to the transit facility.
2. A primary building entrance facing or visible to the transit facility or the primary pedestrian connection to the transit facility shall be provided.
3. Clear, safe and adequate pedestrian connections and linkages between buildings and transit facilities, public rights-of-way and transit facilities and between multiple modes of transit shall be provided.
4. Maximize pedestrian amenities near transit facilities and along primary pedestrian connections to transit facilities.
5. Arrange building uses, heights and scaling devices to reinforce the station area core and to transition to adjoining areas.



11-18-108 Project Master Plan

(a) Intent. The intent of the project master plan (PMP) is to establish a framework for the development of large or phased projects. The issues that relate to the following areas shall be identified and a conceptual plan that addresses them provided as part of the PMP so that these issues are completely addressed as the development proceeds:

1. Transportation, Mobility, and Connectivity
2. Stormwater management, drainage and grading
3. Water quality systems
4. Major utilities

5. Open space and wetlands
6. Land use and the mixture of residential and non-residential uses

An approved PMP constitutes an approved master plan for guiding all future development within the area defined by the PMP.

(b) Required PMP. A PMP is required if any part of a development is in the TMU district. A PMP is required if a proposed development in the RMU, GMU, and OMU mixed-use districts anticipates one of the following:

1. Establishing or causing a change in the alignment of the regulating plan for the mixed-use district area;
2. Establishing or causing a change in an existing water drainage course.
3. Aggregating open space beyond a single zone lot as permitted pursuant to section 11-18-106.
4. Reducing the amount of open space required through the aggregation of open space as permitted pursuant to section 11-18-106.

Land owners, at their option, may elect to submit a PMP for their property, regardless of size, in order to establish a coordinated development plan for the project area. The city may also apply for a PMP if it is found necessary to implement the general plan. The PMP shall contain the information required in the applicable rules and regulations.

(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:

1. PMP narrative submittal requirements. Unless waived by the DRC, the following information shall be submitted in narrative form:
 - a. Descriptions of land use concepts; square footage ranges and general location/distribution; parking concept; public and private open space concept; on site circulation of primary auto, bicycle, pedestrian and transit connections within the area and connections to other areas.
 - b. Preliminary transportation analysis that addresses roadway network design and modal split.
 - c. Major stormwater drainage and management, water quality systems, major utilities, open space or land use issues; discussion of how such issues will be addressed as development proceeds.
 - d. Description of proposed development standards at the edge of the PMP to promote compatibility between the PMP and adjacent land uses.
 - e. Sequence and timing, where known, of project construction, public land and right-of-way dedications, site infrastructure improvements, off-site infrastructure improvements, and supporting facilities.

- f. Discussion of the incorporation of existing structures, if any, in future development plans.
 - g. Other information as required by the PMP rules and regulations.
2. PMP graphic submittal requirements. Unless waived by the DRC, the following information shall be submitted in graphic form according to technical requirements established by the adopted PMP rules and regulations:
- a. Existing conditions as specified in the PMP rules and regulations.
 - b. Diagram of conceptual land uses indicating the anticipated range of square footage by use within the PMP area.
 - c. Diagram of circulation plans for primary vehicular, transit, bicycle, and pedestrian modes of travel, including trail systems.
 - d. Concept plan that details the relationships between development within the PMP and the ingress/egress within the PMP area and to public amenities and/or open spaces.
 - e. Open space concept plan, showing both the general location and general configuration of the intended public and private open space areas as well as bicycle and pedestrian corridors and/or trails.
 - f. Preliminary utility and stormwater detention/retention plans.
 - g. Conceptual drawing showing the proposed size and layout of block patterns that may vary from those in the regulating plan.
 - h. Preliminary transportation analysis that addresses street network design, general internal circulation and modal split.
 - i. Proposed incorporation of any existing structures in future development plans.
 - j. Sequence and timing, where known, of project construction, public land and right-of-way dedications, site infrastructure improvements, off-site infrastructure improvements, and supporting facilities.
 - k. Maps and legal description of the boundaries of the PMP area.
 - l. Any other information required by the PMP rules and regulations.
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.

4. Optional submittals. The following may be required by the DRC or requested by the applicant:
 - a. Conceptual location, size, and configuration of proposed public facilities, including schools.
 - b. Major issues not resolved in the PMP with discussion of how they will be addressed as development proceeds.
 - c. Master sign plan.
 - d. Narrative and graphic description of any proposal for the aggregation and/or reduction of open space that demonstrates compliance with section 11-18-106.
 - e. Narrative and graphic description of any proposal for a reduction in parking beyond 25%, as allowed in section 11-18-110.
 - f. Water quality best management practices may be included in the master drainage study.

- (e) Waiver of specific submissions. Any information required by the adopted PMP rules and regulations or this section, 11-18-108, may be waived by the DRC on the basis that the information is not necessary to review the proposed PMP and such waiver shall be documented in writing by the zoning administrator.
- (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) 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.
- (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.

- (i) Except as provided below in Section 11-18-108 for PMP's approved in connection with the approval of a development agreement, the criteria for review of all PMPs by the Planning Commission and City Council shall be:
1. Consistency with the Farmington City General Plan;
 2. Compliance with all other city codes, rules, regulations and standards applicable to the proposed PMP;
 3. Compliance with all applicable codes, rules, regulations and standards of any agencies or entities with regulatory jurisdiction over the proposed PMP area;

(j) Recording. All approved PMPs, and all approved amendments to such PMPs, shall be recorded in the real property records with a notation that all land within the PMP boundaries shall be subject to the provisions of such PMP or amendment, unless or until amended.

(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.

(l) Effect of recorded plans. All PMPs and PMP amendments shall be binding upon the applicants and their successors and assigns and approving agencies, and shall limit and control the issuance of all zoning permits and certificates and the construction, location, use and operation of all land and structures included within the PMP or PMP amendment.

(m) Unless there is substantial action under a Project Master Plan within a period of twelve (12) months from the date of Planning Commission or City Council approval, the Project Master Plan shall expire. Substantial action shall be demonstrated by receiving approval for improvement drawings and posting a bond and commencing construction related thereto, or submitting final plans for approval and obtaining, and maintaining, a current Building Permit.

If the Project Master Plan is to expire, a request for extension may be filed with the Community Development Department not less than thirty (30) days prior to the expiration date. The original Project Master Plan approval shall remain valid until the request for extension is acted upon by the Planning Commission or City Council. Failure to request the extension in a timely manner shall cause a Project Master Plan to expire without further notice.

The Planning Commission or City Council for reasonable cause may, after evaluating the applicant's progress in the previous year and after considering the Planning Department's recommendation, grant an extension of up to one (1) year on the Project Master Plan. Only one (1) extension shall be granted.

(n) Appeals of decision. The final decision of the Planning Commission to approve, approve with conditions, or deny a PMP may be appealed to the City Council as set forth in the Zoning Ordinance.

11-18-109 Signs

Signs within the mixed-use districts shall comply with other city sign standards and any applicable rules and regulations that apply to the mixed-use districts. A signage

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.

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.

11-18-113 Common Area Management Plan

Controls requiring the maintenance of open space, landscaping and common areas shall be adopted via a CAMP to achieve the purposes of the TOD Mixed-Use Districts and the City's General Plan.

The CAMP will be prepared by the developer and approved by the city. All development within the TOD Mixed-Use Districts shall conform to the adopted CAMP provisions.



11-18-114 Alternative Approval Process; Development Agreements

(a) Alternative Development Agreement Approval Process. Projects within the TOD mixed-use districts involving the development of at least 25 acres of land may elect the alternative approval process described in this Section, 11-18-114, resulting in

the approval, execution and recordation of a development agreement. An approved development agreement shall govern the specific uses, densities and intensities of use proposed for the project area and the specific Development Standards to be applied in the development of any necessary public infrastructure and the private improvements to be located on the project site. A development agreement must be consistent with the provisions of Sections 11-18-103 (Definitions), 11-18-105 (Uses), and the provisions of 11-18-108 (Project Master Plan), to the extent not inconsistent with this Section 11-18-114, but may supersede and be inconsistent with the provisions of Sections 11-18-112 (Master Development Guidelines), and 11-18-113 (CAMP) and with the provisions of Section 11-18-106 (Building Form & Site Envelope Standards), where the City Council determines an alternative Development Standard proposed by the project developer is appropriate for the development of the project and the Council finds there is appropriate consideration, in the form of monetary, tangible or intangible consideration of benefit to City or the public from the proposed development and/or other appropriate reasons that justify the determination of the City to alter generally applicable standards. The Development Standards of an approved development agreement shall also govern over any conflicting Development Standards contained in any other provisions of Farmington City ordinances including, without limitation, provisions relating to site development standards in Chapter 7 of the Zoning Ordinance, off-street parking in Chapter 32 of the Zoning Ordinance, supplementary and qualifying regulations in Chapter 28 of the Zoning Ordinance, and signage standards in Title 15 of the Farmington City Code.

(b) The processes for approval of a development agreement and subsequent approvals for a project covered by a development agreement shall be governed by the provisions of this Section 11-18-114 and any supplemental procedural provisions agreed by the parties in an approved development agreement.

(c) Application for Development Agreement. Simultaneously with the application for a PMP, an applicant for a PMP involving at least 25 acres may apply for approval of a development agreement. In addition to the application requirements for a PMP, the applicant shall provide in narrative form a proposed development agreement including a specific description of the proposed uses and intensities of use proposed for the project area and a statement of the specific Development Standards proposed by the applicant to be applied in the development of any necessary public infrastructure and the private improvements to be located on the project site. The proposed uses, densities and intensities of use shall be consistent with the requirements and purpose of the TOD mixed-use districts, but the other proposed Development Standards may vary from those Development Standards set forth elsewhere in Chapter 18, the Zoning Ordinance or the Farmington City Code. However, nothing herein shall be construed to allow any deviation from Uniform Construction Codes or Standards as set forth in the Farmington City Code. Any application information required by this paragraph may be waived by the Zoning Administrator on the basis that the information is not necessary to review the proposed PMP and development agreement.

(d) Consideration and Approval of a Development Agreement. The development agreement shall be considered at the same time as the PMP and following the same approval and appeal processes described in Section 11-18-108(d)(4), (5) and

(11). The criteria for review of a PMP and development agreement application by the Planning Commission and City Council shall consist of the following criteria in lieu of the criteria set forth in Section 11-18-108(i):

- (1) Consistency with the Farmington City General Plan;
- (2) Compliance with applicable city codes, rules, regulations and standards applicable to the proposed PMP, except that Development Standards specifically included in the development agreement may be different from Development Standards contained in the Farmington City Ordinances;
- (3) Consistency with any Development Standards determined by the City to be applicable to all development within the TOD mixed-use districts ;
- (4) Establishment of a mix of uses in locations that will promote and encourage the goals of the TOD mixed-use districts and be consistent with the objectives of Section 11-18-105 (Uses); and
- (5) Establishment of circulation and transportation features sufficient to meet the requirements of Section 11-18-104 (Regulating Plan), to coordinate with anticipated offsite circulation and transportation features and to further any applicable community-wide transportation objectives.

(e) Final Development Agreement. The final development agreement shall incorporate the terms of the approved PMP, and shall contain Development Standards for the development of the project site and any public infrastructure required to be improved, the duration of the agreement and the rights granted pursuant thereto and such conditions of approval as may be imposed by the City Council and agreed to by the applicant. In addition to addressing uses, densities and intensities of use and Development Standards governing to project, the final development agreement shall include a common area management plan, and processes for future approvals and amendments to the terms of an approved development agreement consistent with the provisions of Section 11-18-114(f) below. The common area management plan, Development Standards and architectural review provisions in the development agreement shall be applicable to the project site only and not to the balance of the land within a TOD mixed-use district, but the foregoing shall not limit the discretion of the City to require other developers to implement Development Standards adopted in the development agreement through the Master Development Guideline provisions of Section 11-18-112 (MDG). The final development agreement may contain such other agreements between the City and the applicant as may be agreed by such parties and necessary for the development and financing of the project, including without limitation, agreements regarding the phasing of development, the vesting of development rights and approvals, the terms and conditions for the extension

of public infrastructure, the extension by developer of infrastructure, and any payment or repayment obligations associated therewith, the donation of any land or any other agreement reflecting an agreement between developer and the City, not covered within the description of the approved PMP.

(f) Controlling Provisions. The terms of a development agreement shall be binding on the City and all successors in the ownership and occupancy of any portion of the project site covered by the development agreement. The provisions of the development agreement shall control over any inconsistent provision in the Zoning Ordinance. Upon approval and recordation of a development agreement, the property covered by the development agreement shall be deemed to be established as a separate district for purposes of establishing and enforcing the development regulations contained in the development agreement.

(g) Approval Processes after the Approval of a Development Agreement.

- (1) Site Plan Review. Notwithstanding any inconsistent provision of the Zoning Ordinance, a final development agreement may contain such site plan review processes as may be agreed between developer and the City, including such application requirements and review processes.
- (2) Amendment. Notwithstanding any inconsistent provision of the Zoning Ordinance, a development agreement and a PMP for a project covered by a development agreement may be amended on such terms and following such processes as is provided in the final development agreement. A PMP shall be deemed amended by any changes to the PMP approved at the time of final site plan review. No amendment of a PMP or a development agreement shall be required to reflect normal adjustments to the locations of improvements that occur as a result of the development of more specific plats, plans and specifications.

(h) Existing Development Agreements

- (1) Notwithstanding any inconsistent provision of Section 11-18-114 relating to the approval of development agreements or any other provision of Chapter 18 of the Zoning Ordinance, the development of the Station Park area shall be governed by the terms of that certain Development Agreement for Station Park dated January 27, 2007 between Farmington City and Station Park CenterCal LLC (the "Station Park Development Agreement"), which Station Park Development Agreement was adopted by the City pursuant to the provisions of Title 11, Chapter 18 of the Zoning Ordinance in

existence on January 27, 2007. The Station Park Development Agreement contains all applicable development standards and approval processes for the Station Park development and further describes the extent to which other Farmington City ordinances apply to the Station Park area. The development standards and processes in the Station Park Development Agreement remain effective even though such provisions may be materially different from the current provisions of Chapter 18. The current provisions of Chapter 18 may apply to the Station Park area only after termination of the Station Park Development Agreement and then only to the extent not inconsistent with any continuing rights granted by the Station Park Development Agreement.

Amended 11-18-105, 11-18-106(2), 11-18-107(2)(d)vi, 11-18-108(d)(m) October 4, 2011
Amended 11-18-106(2), 10/01/2013, Ord 2013-23

CITY COUNCIL AGENDA

For Council Meeting:
June 3, 2014

SUBJECT: City Manager Report

1. Bell Estates 55' right-of-way Vacation

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
June 3, 2014

SUBJECT: Mayor Talbot & City Council Reports

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.