



**FARMINGTON CITY
PLANNING COMMISSION**

September 03, 2026



FARMINGTON

MORE TIME FOR LIVING

PLANNING COMMISSION MEETING NOTICE AND AGENDA Thursday September 03, 2026

Notice is given that Farmington City Planning Commission will hold a regular meeting at City Hall 160 South Main, Farmington, Utah. A work session will be held at **6:30 PM** prior to the **regular session which will begin at 7:00 PM** in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website at farmington.utah.gov. Any emailed comments for the listed public hearings, should be sent to crowe@farmington.utah.gov by 5 PM on the day listed for meeting.

SUBDIVISION / PLAT AMENDMENT APPLICATION –public hearing

1. Luke Martineau – Applicant is requesting consideration of the Phoenix Way PUD Subdivision and Development Agreement which includes 15 lots on approximately 7.9 acres of property in the existing AE (Agriculture Estates) zone. 3 of the lots will retain existing homes along Phoenix Way creating 12 new lots.

SUMMARY ACTION AND OTHER BUSINESS

2. Applications and Approval of Minutes
 - a. Planning Commission Minutes August 20, 2026
3. City Council Reports, Upcoming Items & Trainings.
 - a. City Council Report
 - b. Other

Please Note: Planning Commission applications may be tabled by the Commission if: 1. Additional information is needed in order to act on the item; OR 2. If the Planning Commission feels, there are unresolved issues that may need additional attention before the Commission is ready to make a motion. No agenda item will begin after 10:00 p.m. without a unanimous vote of the Commissioners. The Commission may carry over Agenda items, scheduled late in the evening and not heard to the next regularly scheduled meeting. Any person wishing to address the Commission for items listed as Public Hearings will be recognized when the Public Hearing for such agenda item is opened. At such time, any person, as recognized by the Chair, may address the Commission regarding an item on this meeting agenda. Each person will have up to three (3) minutes. The Chair, in its sole discretion, may reduce the speaker time limit uniformly to accommodate the number of speakers or improve meeting efficiency.

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

CERTIFICATE OF POSTING: I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website www.farmington.utah.gov and the Utah Public Notice website at www.utah.gov/pmn. Posted on August 28, 2026. Carly Rowe, Planning Secretary.



Farmington City Planning Commission Staff Report September 3, 2026

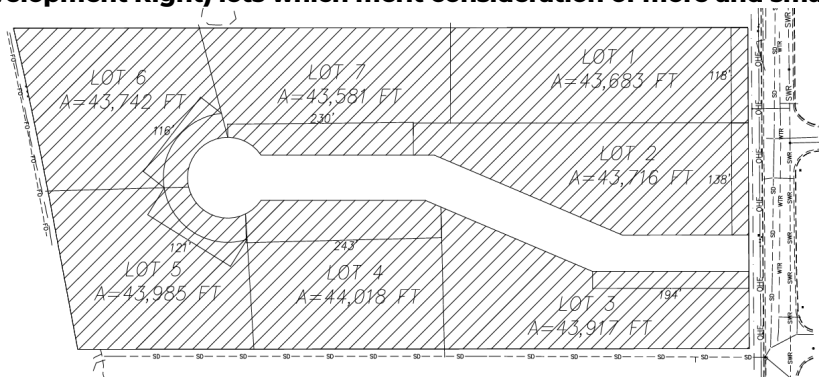
Item 1: Schematic Subdivision and Consideration of Preliminary PUD (Planned Unit Development) and Development Agreement for the Phoenix Way Subdivision.

Public Hearing:	Yes
Application No.:	26-20
Property Address:	638, 658, and 678 South Phoenix Way (650 West)
General Plan Designation:	NR (Neighborhood Residential)
Current Zoning Designation:	AE (Agricultural Estates)
Number of Lots:	15
Area:	8 acres
Property Owner / Applicant:	Bryan Squires and Ellis Trust / Jack Fisher Homes

Background Information

The subject property includes 3 very deep lots with existing homes fronting Phoenix Way. The owners of these large properties are coordinating with the applicant, Jack Fisher Homes, to develop the back part of their properties. While some of the existing accessory buildings would be removed, the existing homes are proposed to remain creating lots for 12 new homes.

The existing AE zoning allows for a standard 1 acre lot size which would yield 7 lots by right. Most development in the AE zone makes use of the alternate lot sizes permitted in the district therefore most areas are developed at about 2 units per acre. Historically many neighborhoods on the west side of I-15 have provided open space in order to obtain this additional density or smaller lots. This project is small enough that creating a common area is less desirable, but there is a proposed trail connecting the neighborhood to the D&RGW Rail Trail in addition to the purchase of TDRs (Transfer of Development Right) lots which merit consideration of more and smaller lots.



(Yield Plan)

The included development agreement outlines the sale of 5 TDR lots and values the inclusion of the trail improvement which would be dedicated to the city for an additional 3 lots. These 8 lots granted at the discretion of the Council following the Planning Commission's recommendation brings the 7 currently entitled lots to 15.

The area contains several deep lots between Phoenix Way and the Rail Trail. In order to account for potential development of the area the city has previously stubbed a road to the south offering potential for connectivity and access to property owners should they also desire to eventually develop their land. This subdivision layout continues that desired street layout shown as a rough concept below.

Potential Area Street Network / Access



The reasoning for the PUD (Planned Unit Development) overlay is to address flexibility in access to the property. Because the applicant is seeking to work around existing homes, there is limited room to build a road. The proposed right-of-way as it comes west from Phoenix Way is slightly more narrow than a standard neighborhood right-of-way. The road improvement itself (curb to curb) would be typical, but the applicant is proposing to put sidewalk at back of curb rather than the standard parkstrip then sidewalk design. This is acceptable to city staff, but does require some deviation which can be considered through the PUD process. Similarly, in relation to the existing house on Lot 2, the corner side setback is slightly less than is standard at 18' 2" rather than 20'. Other than some flexibility to account for this connection, the project would follow standards outlined in the zone.

Staff is recommending that the planning commission provide direction to the applicant for any changes if applicable based on the commission's preferences for the project and input provided during the public hearing. The Development Review Committee asks that a recommendation to the City Council be tabled while some technical questions are addressed related to how the project could be serviced.

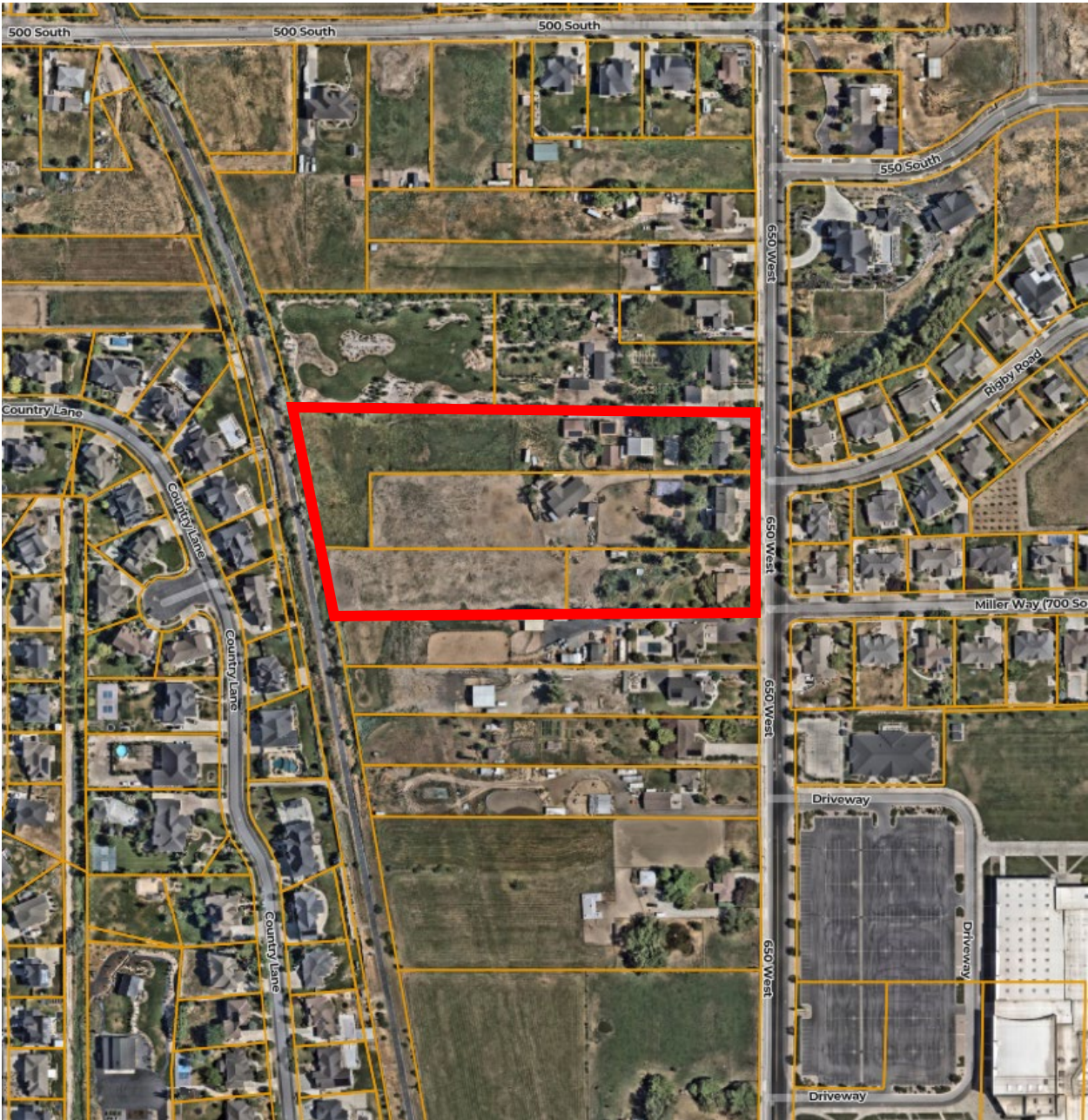
Recommended Motion:

Motion to table a decision on this project pending support from the Farmington City Development Review Committee to move forward.

Supplemental Information

1. Vicinity Map
2. Development Agreement / Schematic Plan

Vicinity Map



After recording, please send to:

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

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is made and entered into as of the Effective Date (defined below), by and between, Henry Walker Land, LLC, a Utah limited liability company (“Developer”), and Farmington City, a municipality and political subdivision of the State of Utah (the “City”). This Agreement is approved by current property owners Bryan J. Squires and The Sharla Jolley Ellis Trust, Dated April 18, 2002, through its trustee (the “Property Owners”). City and Developer are jointly referred to as the “Parties” and each individually as a “Party.”

RECITALS:

A. Property Owners own a combined 7.965 acres of land on Phoenix Way (650 West), identified in Davis County Recorder Records as parcel ID numbers 08-077-0014, 08-077-0015, 08-077-0049 and 08-077-0050, more particularly described on Exhibit A attached hereto (the “Property”). Developer has the Property under contract from the Property Owner.

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

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

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

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

1. **Recitals; Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Vested Rights, Development Regulations, and Legislative Powers.**

3.1. **Vested Rights.** As of the Effective Date, Developer has the vested right to proceed with application for preliminary and final plat approval for the Project in accordance with the Preliminary PUD Master Plan, with the maximum of fifteen (15) lots for the Property, conditioned upon the Developer completing its obligations under this Agreement. To the maximum extent permitted under the laws of the City, the State of Utah, and the United States, the Parties expressly acknowledge and agree that this Agreement grants Developer the right to develop the Project as described in, and subject to the requirements of, this Agreement, without modification or interference by the City except as expressly permitted herein (collectively, the “Vested Rights”). The vested Rights are contractual and also include those rights that exist under statute, common law, and in equity, including the vested-rights doctrine recognized under Utah’s common law and Utah Code Ann § 10-20-902.

3.2. **Applicable Development Regulations.** Neither the City nor any department or agency of the City shall impose upon the Project (whether by initiative, referendum, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition, or other measure (each, a “New Law”) that reduces or impacts the development rights provided by this Agreement or the Vested Rights. Without limiting the foregoing, a New Law shall be deemed to conflict with this Agreement and the Vested Rights if it would, in a manner inconsistent with or more restrictive than Applicable Law, either by specific reference to the Project or as part of a general enactment affecting the Project: (a) change the land uses or permitted uses of the Project; (b) limit or control the rate, timing, phasing, or sequencing of the approval, development, or construction of all or any part of the Project (including by moratorium), so long as Developer satisfies all applicable requirements of this Agreement and the City Code; or (c) apply to the Project any New Law that is not applied uniformly on a City-wide basis to all substantially similar development projects with similar land use designations. Notwithstanding the foregoing, if Developer considers a New Law beneficial to the Project, Developer may, with the City’s approval (which shall not be unreasonably withheld, conditioned, or delayed), elect to have such New Law apply to the Project.

3.3. **Reserved Legislative Powers.** Developer acknowledges that the City is restricted in its authority to limit its police power by contract, and that the limitations, reservations, and exceptions set forth in this Agreement are intended to reserve to the City all police power that cannot lawfully be so limited. Notwithstanding the City’s retained authority to enact legislation in the exercise of its police powers, such legislation shall not modify the Vested Rights unless facts and circumstances are present that meet the exceptions to the vested-rights doctrine recognized under Utah Code Ann. § 10-20-902, *Western Land Equities, Inc. v. County of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the vested-rights doctrine recognized under state or federal law.

4. **Zoning; Deviations.** Developer shall develop the Property in a manner that is consistent with the uses allowed by this Agreement

4.1. **Zoning.** The Project will be developed in accordance with (i) this Agreement (ii) the Preliminary PUD Master Plan, and (iii) the requirements of the underlying zone, except as modified by this Agreement.

4.2. **Maximum Lots Permitted.** The Project shall be allowed to proceed with a maximum lot number of fifteen (15) lots, as provided on the Preliminary PUD Master Plan and conditioned upon the Developer completing its obligations under this Agreement.

4.3. **Layout; Circulation and Connectivity.** Developer is entitled to develop the Project in accordance with the dimensional requirements and development standards allowed by this Agreement and the Preliminary PUD Master Plan.

4.4. **Deviations from Underlying Zone Requirements.** Developer shall be allowed the following modifications from the underlying zone standards:

4.4.1. **Lot Width.** The lot widths for the Project shall be reduced from one-hundred feet (100') to ninety feet (90'), as provided in the Preliminary PUD Master Plan.

4.4.2. **Right-of-Way.** The Project may be developed with a right-of-way width of forty-five feet (45') in lieu of the otherwise required sixty feet (60'), together with the related park strip and sidewalk configuration as depicted on the Preliminary PUD Master Plan.

5. **Developer Obligations.**

5.1. **Preliminary PUD Master Plan.** Developer agrees to be bound by the Preliminary PUD Master Plan and to develop in conformance with it. Minor adjustments to the plan required by engineering and practical difficulties that arise during further study may be approved by City staff. Major adjustments will require the City Council to approve an amendment to this Agreement and approval of a modified Preliminary PUD Master Plan. Major adjustments include, but are not limited to, increasing the number of lots or seeking additional deviations from the underlying zone requirements.

5.2. **Transfer of Development Rights.**

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

5.2.2. The value of each TDR is eight-thousand, three-hundred ninety-three dollars and seventy-five cents (\$8,393.75) for five TDR lots, and the total value of all TDR's for this project is forty-one thousand, nine-hundred sixty-eight dollars and seventy-five cents (\$41,968.75) (the "TDR Amount"). The Developer must pay the TDR Amount to the City prior to recordation of the final plat (the "Final Plat") of the Project. The City may

withhold final plat recordation until the TDR Amount is paid in full; provided, however, that the City shall record the Final Plat within thirty (30) days after receipt of the TDR Amount and satisfaction of all other applicable plat recordation requirements.

- 5.3. **Trail Connection.** As a public benefit justifying three (3) additional units pursuant to section 11-10-040(B)(1)(b)(1)(c) of the Farmington Municipal Code, Developer shall install and dedicate to the City a trail connection to the abutting Denver & Rio Grande Trail (the “Rail Trail”), which abuts the Project on the Project’s West side. Following the City’s acceptance of the trail connection, not to be unreasonably withheld, conditioned, or delayed, the City shall maintain the trail in accordance with its maintenance of other trail systems within City limits.

6. **City’s Obligations.**

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

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

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

6.4. **Consents and Approvals.** Except as otherwise expressly provided in this Agreement, any consent, approval, permit, license, or other authorization required of the City under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned, or delayed. Any such consent, approval, permit, license, or other authorization shall be given or withheld by the City in compliance with this Agreement and the City Code.

6.5. **Acceptance of Public Improvements.** The City shall accept, through the standard subdivision dedication process, all public improvements constructed by Developer, or by Developer's contractors, subcontractors, agents, or employees, that meet the City's standards applicable to the Project. Following the City's acceptance of any such public improvement, the City shall be solely responsible for the maintenance, general upkeep, and operation of the same.

7. **Future Approvals.** Developer is required to submit Land Use Applications through the regular land development process and such Land Use Applications shall be reviewed by the City's staff. The City's staff shall approve a Land Use Application if the Land Use Applications complies with this Agreement and the applicable provisions of the City Code. All future Land Use Application approvals will be reviewed in accordance with the vested rights referenced in Section 3.1 through 3.3 of the Agreement.

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

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

9.1. **Notice.** Developer shall give notice in accordance with Section 13 of this Agreement to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section 9. Such notice shall include providing the City with all necessary contact information for the proposed assignee.

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

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

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

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

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

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

13. **Notices.**

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

To Developer:
Henry Walker Land, LLC
Attn: Chad Bessinger
1216 W Legacy Crossing Blvd, Ste 300
Centerville, Utah 84014
Email: chad@jfisherco.com

With a copy to

J. Fisher Companies
Attn: Tony Hill
1216 W Legacy Crossing Blvd, Ste 300
Centerville, Utah 84014
Email: tony@jfisherco.com

and

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

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

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

14. **Amendment.**

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. Any amendment must be recorded in the Davis County Recorder's Office to be effective. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having an interest in any specific Lot or other portion of the Project, other than Developer and its assigns (if any).

15. **General Terms and Conditions.**

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

15.2. **Termination of Agreement.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all buildings within the Project, or (ii) ten (10) years from the date on which this Agreement is recorded with the Davis County Recorder's Office; provided, however, that if Developer is not in breach of any

material provisions of this Agreement when said 10-year period expires, and any portions of the Project have not been completely built-out, then this Agreement shall automatically be extended for an additional period of five (5) years (as applicable, the “Term”).

15.3. **Run with the Land.** This Agreement shall be recorded against the Project. The agreements, benefits, burdens, rights, and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership. No later than five (5) business days after this Agreement has been fully executed by all Parties and the Property Owners, as applicable, the City shall cause this Agreement to be recorded against the Property in the official records of the Davis County Recorder.

15.4. **Default & Remedies.** If either Developer or the City fails to perform their respective obligations under the terms of this Agreement (as applicable, the “Defaulting Party”), the non-defaulting party shall provide written notice to the Defaulting Party specifically identifying the claimed event of default and the applicable provisions of this Agreement claimed to be in default. The Defaulting Party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. Notwithstanding the foregoing, if a default cannot reasonably be cured within said sixty (60) day period, the Defaulting Party shall not be in default so long as it commences to cure the default within said 60-day period and diligently pursues the cure in good faith until completion but in no event to exceed one hundred and twenty (120) days. The Parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the Parties shall have the rights and remedies available at law and in equity, including injunctive relief or specific performance, but excluding the award or recovery of any damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights. If the City elects to consider terminating this Agreement due to an uncured default by Developer, then the City shall give to Developer written notice of the City’s intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City’s legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to, or at the time of, said public meeting. If the City’s legislative body determines that a material uncured Default has occurred and is continuing, the City may thereafter pursue the remedy of termination.

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

15.6. **Referendum or Challenge.** Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including approval of development agreements and a rezone of the Property. If a referendum

or challenge relates to the City Council's approval of this Agreement and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a notice of rescission to the City to terminate this Agreement. Upon Developer's delivery of a notice of rescission pursuant to this Subsection 15.6, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement. If the referendum or a legal challenge is successful in overturning the approval of this Agreement, then either party may terminate this Agreement by delivery of notice of rescission, whereupon this Agreement shall automatically terminate, and the Parties shall have no further rights or obligations under this Agreement; provided, however, that the City shall promptly refund to Developer the TDR Amount and any other fees or payments made by Developer to the City under this Agreement.

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

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

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

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

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

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

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

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

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

15.16. **No Waiver.** A Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce that provision. Any waiver must be in writing, signed by the Party against whom the waiver is sought to be enforced, and a Party's waiver of a breach by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision.

15.17. **Estoppel Certificate.** If no default has occurred and is continuing under this Agreement, the City will, within ten (10) business days after written request by Developer, execute an acceptable form of estoppel certificate for the benefit of Developer or any lender certifying that, as of the date of the certificate, Developer is not in default hereunder.

15.18. **Remedies and Costs of Enforcement.** In addition to the remedies set forth in Section 15.4, either Party may institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation of this Agreement, or enforce by specific performance the obligations and right of

the Parties. The prevailing Party in any action to enforce this Agreement shall be entitled to recover its reasonable costs and expenses (including reasonable attorney fees) incurred in enforcing this Agreement, whether or not litigation is instituted, provided that nothing in this Section 15.18 permits recovery of damages excluded under Section 15.4.

15.19. **Authority and Representations.** Each Party executing this Agreement, and each Property Owner joining in this Agreement, represents and warrants that, as of the Effective Date, it has all requisite power and authority to execute and deliver this Agreement, that it is fully authorized to do so, and that this Agreement constitutes its valid and binding obligation.

15.20. **Construction.** This Agreement has been reviewed and negotiated by counsel for the City and Developer, and no presumption or rule that ambiguities are to be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

[Remainder of page left intentionally blank. Additional pages follow.]

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

DEVELOPER:

HENRY WALKER LAND, LLC,
a Utah limited liability company

By: J. Fisher Companies, LLC
d/b/a J. Fisher Companies
Its: Manager

By: _____
Name: Owen Fisher
Its: Manager

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2026, personally appeared before me Owen Fisher, the Manager of J. Fisher Companies, LLC, a Utah limited liability company, d/b/a J. Fisher Companies, the Manager of Henry Walker Land, LLC, a Utah limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Development Agreement on behalf of said company and who duly acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

FARMINGTON CITY

By: _____

Name: _____

Its: _____

Attest:

DeAnn Carlile
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

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

Notary Public

Approved as to Form:

Paul Roberts
City Attorney

PROPERTY OWNER

Bryan J Squires

By: _____

Name: _____

Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

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

Notary Public

PROPERTY OWNER

The Sharla Jolley Ellis Trust, Dated April 18, 2002

By: _____

Name: _____

Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____, 2026, personally appeared before me _____, whose identity is personally known to me, to be the person who executed the Development Agreement as trustee of The Sharla Jolley Ellis Trust, Dated April 18, 2002, and who duly acknowledged to me that they executed the same for the purposes therein stated.

Notary Public

EXHIBIT A

Description of Parcels

Davis County Parcel ID #: 08-077-0014:

BEG AT A PT S 0°15'25" E 1016.59 FT FR N 1/4 COR OF SEC 25-T3N-R1W, SLM; RUN TH S 0°15'25" E 118 FT ALG W LINE OF A CO RD; TH S 89°57' W 762.98 FT PARALLEL TO N LINE OF SD SEC; TH S 0°15'25" E 150 FT; TH S 89°57' W 96.52 FT TO E'LY LINE OF RR R/W; TH N 10°43' W 56 FT ALG SD R/W; TH N'LY 160.96 FT ALG ARC OF A 5533.395 FT RAD CURVE TO LEFT ALG SD R/W THRU A CENTRAL ANGLE OF 1°40'; TH N'LY 56.67 FT ALG SD R/W ALG ARC OF A 2816.825 FT RAD CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 1°09'10"; TH N 89°57' E 913.65 FT TO POB.

CONT. 2.818 ACRES.

Davis County Parcel ID #: 08-077-0015:

BEG S 0°15'25" E 1134.59 FT FR N 1/4 COR SEC 25-T3N-R1W, SLM; TH S 0°15'25" E 150 FT ALG THE W R/W LINE OF CO RD; TH S 89°57' W 762.98 FT PARALLEL THE N LINE OF SEC 25; TH N 0°15'25" W 150 FT; TH N 89°57' E 762.98 FT TO THE POB.

CONT. 2.627 ACRES

Davis County Parcel ID #: 08-077-0049:

BEG S 0°15'25" E 1284.59 FT AND S 89°57' W 377.50 FT FR N 1/4 COR SEC 25-T3N-R1W, SLM; TH S 0°15'25" E 129.81 FT ALG THE W LINE OF A COUNTY RD; TH S 89°57' W 458.01 FT TO THE E'LY R/W LINE OF THE D&RGW RR; TH N 10°43' W 132.114 FT ALG SD E'LY LINE; TH N 89°57' E 482.00 FT TO THE POB.

CONT. 1.40 ACRES.

Davis County Parcel ID #: 08-077-0050:

BEG S 0°15'25" E 1284.59 FT FR THE N 1/4 COR OF SEC 25-T3N-R1W, SLM; TH S 0°15'25" E 129.81 FT ALG THE W R/W LINE OF A COUNTY RD; TH S 89°57' W 377.50 FT; TH N 0°15'25" W 129.81 FT; TH N 89°57' E 377.50 FT TO THE POB. CONT.

1.125 ACRES.

Visual:



EXHIBIT B

Preliminary PUD Master Plan

**FARMINGTON CITY
PLANNING COMMISSION**

August 20, 2026

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

6:32 PM start time. Vice Chair **Joey Hansen** leading the study session with Chairman **Tyler Turner’s** absence. **Lyle Gibson** noted that the Council Report won’t be much to report on, there is a new State Law when it comes to Truth and Taxation – it can be the only item on those agenda’s from now on. That is what the Council’s meeting was regarding, on August 18, 2026.

Item #1: Special Exception from the applicant **Andrew Hiller**. On the August 06th meeting, the Planning Commission recommended a Business Park Zone Text Amendment which essentially will favor this project. **Lyle Gibson** noted that the County Building across the street is also a three-story building as this one here, that is being proposed along 200 West (South of the Horizon Credit Union). It is a special exception however the Council has yet to update the ordinance, so this item can be contingent on the Council approval, the meeting in which they will review this Zone Text Amendment is September 01, 2026. **Gibson** also is giving the Commission the option if they want to review this again at Final Site Plan or not. The Planning Commission will delegate to staff.

Item #2: Final item of the evening is a plat amendment for Stack. **Shannon Hansell** noted that when the land was purchased, it was split into parcels for selling-purposes. Now that they have site plans, they need to amend the plats to make those building lots, as the lot needs to comply with the underlying zoning and show any easements. This item tonight only pertains to C3, not the other lots.

Lyle Gibson reminded the Commission of the combined training that they will have with City Council on September 01, 2026 regarding Land Use. **Randy Hopkins** wanted clarification on what public meetings are. **Gibson** noted that anything with over 4 Commissioners and City-Business is being discussed, that is a public meeting and must be noticed property. Public Meeting does not always mean Public Hearing. Public Hearings are Legislative matters. However, we typically over-notice and hold hearings for the community to comment. Some notices are online-only, some are online and a mailed notice to those within 300-feet of the property, we also put up signs for certain projects.

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

Vice Chair **Joey Hansen** opened the meeting at 7:00 PM.

SPECIAL EXCEPTION APPLICATION – no public hearing

Item #1: Andrew Hiller – Applicant is requesting approvals for concept site plan and special exception for building height for proposed office building located at approximately 255 S 200 W., in the BP (Business Park) zone.

Lyle Gibson presented this item. The applicant is looking to build a 3-story office building at the subject property. Because the property exceeds 1 acre in size a conceptual plan review is required by FMC 11-14-040, furthermore the building itself is over 30,000 square feet which requires the Planning Commission review the plans per 11-7-040 (F). The zoning district allows for office use, it also allows for a 3-story office building. However, there is a height limit of 45 feet on a 3-story building under the existing code. Recently the Planning Commission made a recommendation to the City Council to allow consideration of additional height. The City Council is yet to review that proposal; thus, the recommendation of this report comes with a condition that the city council approve the proposed code change.

Staff review of concept plan:

Use: Business and Professional Office – Permitted / **Complies**

Landscaping – Required: 15% ... 11,700 sq. ft. – Provided 14,300 – **Complies**
(will be required to meet water efficient landscaping standards)

Parking – Required 3 per 1,000 sq. ft. (98) – Provided – 120 - **Complies**

Height – Per code definition – 48 ft., tallest point at parapet – 51 ft. - **Requires special exception – conditioned upon council updating ordinance)**

Setbacks – Side - Current Code – 20 ft. – Proposed update 30 ft. – Complies if City Council updates code as recommended by the Planning Commission.

Front – 30 feet – Complies

Rear – 30 Feet with a 10-foot landscape buffer from parking area. – Complies

Access – Driveway should be 15 feet from property line – Needs addressing.

The Development Review Committee (DRC) has done an initial lookover of the proposed project and finds that at a concept level the project can be serviced. Additional engineering and planning will be required under a new application for a final approval before any construction will be approved. The Planning Commission may wish to see the plan again once it is in its final form, or may choose to delegate the final site plan approval to staff.

Applicant **Andrew Hiller** said that he is excited to bring another building here in town, the potential tenants include an OR room, physicians, and an event center for the top level. The Planning Commission commented that it sounds like a great fit and the day time parking of the businesses and night time parking of the events is a great contrast.

MOTION 7:04 PM

Spencer Klein made a motion to move that the Planning Commission approve the concept site plan and Special Exception for an additional 3 feet of height subject to the following conditions:

1. The special exception is subject to final approval of a pending ordinance by the City Council. Should this ordinance fail to pass in a form that permits additional height, the building must meet the current standard.
2. Setbacks must meet current standards unless the referenced pending ordinance is passed by the City Council.
3. Access be addressed to satisfy the requirements of 11-32-060.
4. Landscaping design comply with water efficient landscaping regulations.

The Planning Commission also delegates the remainder of this project to staff.

Findings:

1. The project meets or is consistent with the regulations of the existing BP zoning district.
2. Conflicts with current code may be addressed through the passage of a current pending ordinance update. Failing the passage of an ordinance which accommodates the project as proposed, the applicable conditions require that the plans be modified to meet current code.
3. Small deviations from code such as access can be addressed during final site design with updated plans and drawings which should remain consistent with what has been proposed.

Supplemental Information

1. Vicinity Map
2. Concept plans.

Randy Hopkins seconded the motion.

Vice Chair Joey Hansen	X Aye ____Nay
Commissioner Randy Hopkins	X Aye ____Nay
Commissioner Frank Adams	X Aye ____Nay
Commissioner Tony Kalakis	X Aye ____Nay
Commissioner Spencer Klein	X Aye ____Nay
Alt. Commissioner Kevin Sanders	X Aye ____Nay

SUBDIVISION / PLAT AMENDMENT APPLICATION – no public hearing

Item #2: STACK – The applicant is requesting approval for a plat amendment to the Stack Master Plat for Parcel C3 (QuikTrip 7484), located at approximately 1050 N Innovator Drive., in the OMU (Office Mixed Use) zone.

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

The City Council approved the schematic site plan/project master plan/development agreement for the Stack Master Plat including C3 on November 18, 2025, and the site plan has been in review with the Development Review Committee since. However, without the plat amendment to record C3 as a building lot, the building permit process cannot move forward.

Engineer of project **Spencer Hymas**, stated they want to get working on this as soon as possible and the building permit is in review.

MOTION 7:08 PM

Frank Adams made a motion to move that the Planning Commission approve the plat amendment to Stack Parcel C3/QuikTrip 7484 subject to all applicable Farmington City development standards and ordinances, and the following condition: *All remaining DRC comments are addressed for both the site plan and plat describing C3.*

Findings:

1. The plat amendment is consistent with the Stack PMP/DA approved in 2024.
2. The schematic site plan is consistent with the approval on November 18, 2025.

3. The site plan does not need to return to Planning Commission for final approval as it is under 5 acres and the building is less than 30,000 sf.

Supplemental Information

1. Vicinity Map
2. Stack C3 – Quik Trip 7484 Plat

Frank Adams seconded the motion.

Vice Chair Joey Hansen	X Aye ____Nay
Commissioner Randy Hopkins	X Aye ____Nay
Commissioner Frank Adams	X Aye ____Nay
Commissioner Tony Kalakis	X Aye ____Nay
Commissioner Spencer Klein	X Aye ____Nay
Alt. Commissioner Kevin Sanders	X Aye ____Nay

SUMMARY ACTION AND OTHER BUSINESS

Item #3: Applications and Approval of Minutes

1. Applications and Approval of Minutes
 - a. Planning Commission Minutes August 06, 2026
 - i. **Tony Kalakis** made a motion to approve the minutes, **Randy Hopkins** seconded the motion, which was unanimous.

Vice Chair Joey Hansen	X Aye ____Nay
Commissioner Randy Hopkins	X Aye ____Nay
Commissioner Frank Adams	X Aye ____Nay
Commissioner Tony Kalakis	X Aye ____Nay
Commissioner Spencer Klein	X Aye ____Nay
Alt. Commissioner Kevin Sanders	X Aye ____Nay

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

- a. City Council Report
 - i. Truth & Taxation Meeting was held August 18, 2026
- b. Other

ADJOURNMENT

Randy Hopkins motioned to adjourn at 7:11 PM.

Vice Chair Joey Hansen	X Aye ____Nay
Commissioner Randy Hopkins	X Aye ____Nay
Commissioner Frank Adams	X Aye ____Nay
Commissioner Tony Kalakis	X Aye ____Nay
Commissioner Spencer Klein	X Aye ____Nay
Alt. Commissioner Kevin Sanders	X Aye ____Nay

Joey Hansen, Vice Chair

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, September 1, 2026** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 6:00 pm in Conference Room 3 followed by the regular session at 7:00 pm in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website <https://farmington.utah.gov/city-government/city-council/city-council-meetings/>. If you wish to email a comment for any of the listed public hearings, you may do so to dcarlile@farmington.utah.gov

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

- Land Use Training presented by Attorney Steve Noel
- Discussion of regular session items upon request
- Mayor Anderson & City Council Reports

REGULAR SESSION – 7:00 p.m.

CALL TO ORDER:

- Invocation – Kristen Sherlock, Councilmember
- Pledge of Allegiance – Roger Child, Councilmember

BUSINESS:

- Culinary Water Restrictions and Proposed Fee Schedule Change
- Rezone from the AA (Agriculture) zone to the LR (Large Residential) zone and consideration of Schematic Subdivision and Preliminary PUD (Planned Unit Development) Master Plan for the Avocet Subdivision
- Amendment to the ordinance vacating a certain portion of the Glovers Lane right-of-way
- Consideration for acceptance of South Davis Greenway Final Report
- Zone Text Amendment – Section 11-14-050 and 11-14-060: BP Zoning District setback and height allowances
- Multiple Amendments to Title 11, Planning and Zoning, to remove reference to the SPARC (Site Plan Architecture Review Committee), modify requirements for posting a bond in relation to a demolition, and update provisions related to the Planning Commission based on state law requirements

SUMMARY ACTION LIST:

1. Consideration of Interlocal Agreement with Davis County Storm Water Coalition
2. Interlocal Agreement with Davis County for provision of Fire/EMS services to abutting unincorporated county areas
3. Minutes approval for July 21, 2026, August 4, 2026 and August 18, 2026
4. Monthly Financial Report for July 2026

GOVERNING BODY REPORTS:

- City Manager Report
- Mayor Anderson & City Council Reports

ADJOURN

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

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

*I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website www.farmington.utah.gov and the Utah Public Notice website at www.utah.gov/pmn. Posted on August 27, 2026
DeAnn Carlile, City Recorder*