



**FARMINGTON CITY
PLANNING COMMISSION**

September 17, 2026



FARMINGTON

MORE TIME FOR LIVING

PLANNING COMMISSION MEETING NOTICE AND AGENDA Thursday September 17, 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 / REZONE APPLICATIONS –*public hearing on item #1 only*

1. Garbett Homes – Applicant is requesting consideration of a Schematic Subdivision and an amendment to a Project Master Plan and Development Agreement for the R1 Sage Townhomes project at approximately 1771 W 950 N (North Station Lane. The primary consideration of this amendment is to consider a front load garage product with private backyards vs the original rear load product with more common area.
2. Marty Curtis – Applicant is requesting consideration of a rezone request for approximately 0.36 acres of property at 37 South 200 East. The request is to change the zoning designation from the existing OTR-F (Original Townsite Residential – Foothill) zone to the R-4-F (Multiple Family Residential – Foothill) zone. The change in zoning designation would primarily allow for additional residential units to be developed at the property. *This item was originally heard on 07/16/2026.*

SUMMARY ACTION AND OTHER BUSINESS

3. Applications and Approval of Minutes
 - a. Planning Commission Minutes September 03, 2026
4. 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/pm. Posted on September 15, 2026. Carly Rowe, Planning Secretary.



Farmington City Planning Commission Staff Report October 09, 2025

Item 1 Consideration of a Schematic Subdivision and an amendment to a Project Master Plan and Development Agreement for the R1 Sage Townhomes project at approximately 1771 W 950 N (North Station Lane) for Garbett Homes.

Public Hearing:	Yes
Application No.:	26-07,
Property Address:	1771 W 950 N
General Plan Designation:	Neighborhood Mixed Use (NMU)
Existing Zone:	OMU (Office Mixed Use) with preexisting entitlements from prior agreements
Area:	6.8 Acres
Number of Lots:	94
Property Owner/Applicant:	Garbett Homes

General Background Information

The subject property was previously held by Stack Development who had previously received entitlements from Farmington City to develop the subject property as a residential. The previous concept included 94 townhome units in a similar configuration to what is currently under consideration. The existing approval allowed for 2 story units nearest to the D&RGW trail with 3 story units at least 200 feet from the west side of the rail trail. This property also holds an entitlement to develop residential prior to the construction of other non-residential buildings in the North Station area.

While the ownership has changed, the existing entitlements remain in effect. The current applicant, Garbett Homes, is generally seeking to simply take over the development of the project that the city previously saw and approved, but with enough of a change that staff had determined an amended agreement is necessary.

The applicant will maintain the same use, they are not seeking to increase the number of proposed units, the buildings will continue to respect the height restrictions originally agreed upon, and the architectural style is similar. The primary reason for the amendment being considered is to address a difference in open space or common areas. The prior concept included units which fronted a common area between homes where Garbett is proposing to put that area into private yards. In order to create private yards a notable difference along North Station Lane is that instead of the front door and primary façade of the building facing this major street, the rear yard of the units will back North Station Lane.

The applicant has worked with staff to explore the idea of reconfiguring the park which borders the south of this project area to offer a better arrangement for the subject application while maintaining the function of the public park and storm water detention space. Provisions related to the improvement of this public space are included with the development agreement where the developer will improve the space for the benefit of the subject property but also the general public at large.

Suggested Motions

Recommend approval of the proposed Amendment to the Development Agreement with the following changes.

- Sidewalk be provided along at least one side of each private street in the project.
- Units with frontage along North Station Lane be oriented so the front door and primary façade faces North Station Lane with rear load driveway access from the private street within the project.

Findings: With the recommended changes the originally contemplated access from these units to the park to the south is partially restored and safety is improved. The units most visible along a major collector street maintain their form and style which matches the requirements of the underlying zoning district and envisioned form for the North Station area.

Alternate Motions

Table a recommendation on the project subject to additional information or changes as specified by the Planning Commission.

Recommend denial of the proposed amendment.

Findings: The changes contemplated by the amendment create a less desirable development including reduced pedestrian access and connectivity and a design which is inconsistent with the form envisioned in the mixed use districts and North Station area where buildings front the streets.

Supplemental Information

1. Vicinity Map
2. Original Development Concept Items
3. Development Agreement
4. R1 Residential – Concept Site Plan and Schematic Plat

Vicinity Map



General Area Development Concept





ISSUE DESCRIP.	DATE
	10.17.2024
This drawing, as an instrument of professional service, and shall not be used, in whole or part, for any other project without the written permission of SCOTT THOMAS BLAKE DESIGN L.L.C. Copyright © 2024	

NORTH STATION R1
FARMINGTON, UTAH

LANDSCAPE
PLAN

L101

ORIGINAL CONCEPT



360 west aspen avenue
salt lake city, utah 84101
801 532 4422

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

NOT FOR CONSTRUCTION

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PERMISSION FROM METHOD STUDIO INC.

project:
**NORTH
STATION R1 -
DEVELOPMENT**

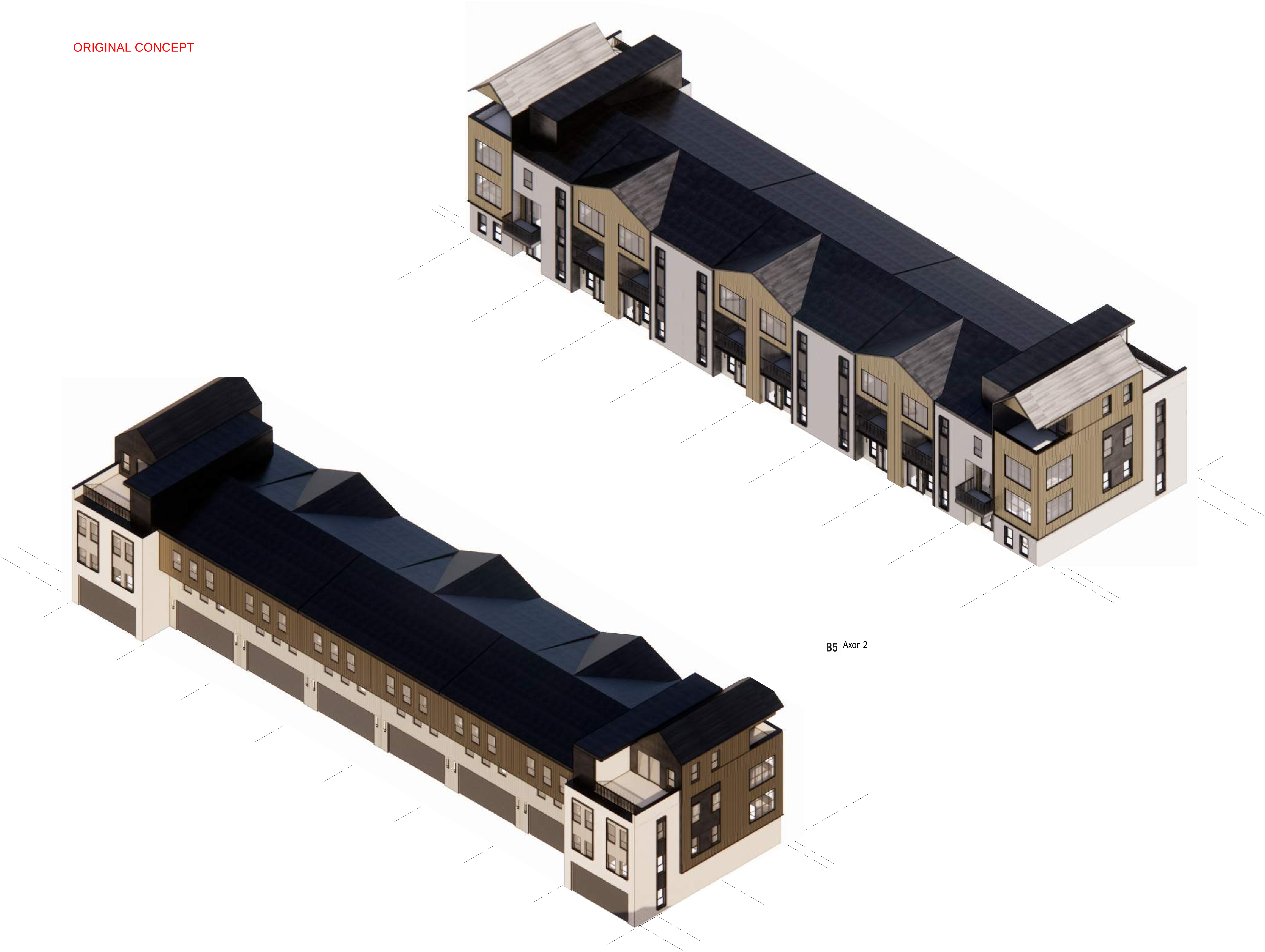
project#: 22.0555
date: 03/22/2024

revisions :

title:
**3M-3E
Townhouses
(Six Pack) -
Axons**

sheet:

SK-05.1b



B5 Axon 2

A1 Axon 1

ORIGINAL CONCEPT



A1 PERSPECTIVE RENDERINGS



360 west aspen avenue
salt lake city, utah 84101
801 532 4422

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project:
NORTH
STATION R1 -
DEVELOPMENT

project#: 22.0555
date: 03/22/2024
revisions :

title:
Townhouse -
Renderings

sheet:
SK-05.c



ORIGINAL CONCEPT



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salt lake city, utah 84101
801 532 4422

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STATION R1 -
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date: 03/22/2024
revisions :

title:
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Townhouses
(Six Pack) -
Axons**

sheet:
SK-05.1b



A1 PERSPECTIVE RENDERINGS



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salt lake city, utah 84101
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Townhouse -
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project:
NORTH
STATION R1 -
DEVELOPMENT

project#: 22.0555
date: 03/22/2024
revisions :

title:
2WE
Townhouses
8PLEX
Axons

sheet:
SK-05.1b



A1 Axon 1

B5 Axon 2



A1 PERSPECTIVE RENDERINGS



360 west aspen avenue
salt lake city, utah 84101
801 532 4422

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STATION R1 -
DEVELOPMENT

project#: 22.0555
date: 03/22/2024

revisions :

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Townhouse -
Renderings

sheet:
SK-05.c

**PARTIAL ASSINGMENT AND FIRST AMENDMENT
TO THE SUPPLEMENTAL DEVELOPMENT AGREEMENT FOR
THE NORTH FARMINGTON STATION R1.C AREA**

THIS ASSIGNMENT AND FIRST AMENDMENT (this “Amendment”) made and entered into between **FARMINGTON CITY**, a Utah municipal corporation (“City”) and **SAGE AT NORTH STATION INVESTMENTS LLC**, a Utah limited liability company, (“Developer” or “Assignee”) to the Supplemental Development Agreement entered into between the City and prior owner Stack Farmington Land, LLC dated January 14, 2026 (the “Supplemental Development Agreement”) is made and entered into by and between the Parties on this ____ day of _____, 2026. The partial assignment of the obligations of the Supplemental Development Agreement only related to the R1.C Area, defined in this Amendment, is from **STACK FARMINGTON LAND, LLC**, a Utah limited liability company (“Assignor”), to Assignee.

RECITALS:

- 1) On January 14, 2026, Stack Farmington Land, LLC and City entered into the Supplemental Development Agreement for multiple areas within North Farmington Station, including the R1 area, in which the Developer presented a Project Master Plan (“PMP”), which Supplemental Development Agreement was recorded with the Davis County Recorder’s Office as Entry 3650737, Book 8912, Pages 1020-1100. The land remains subject to another Development Agreement for North Farmington Station, entered into on December 4, 2020.
- 2) Stack Farmington Land, LLC has sold Parcels 08-723-0027 and 08-723-0029 to Sage at North Station Investments LLC, while retaining ownership over the remaining area of the R1 area (“R1.C Area”), and seeks to partially assign the Supplemental Development Agreement to Developer, subject to the Amendment. The legal descriptions for the R1.C Area parcels, identified by Davis County as Parcel ID Nos. 08-723-0027 and 08-723-0029, is attached as Addendum A to this Amendment and incorporated by reference.
- 3) The Supplemental Development Agreement included a Project Master Plan that with site plans and elevations of the residential structures to be built within part of the R1.C Area.
- 4) Developer seeks to amend the applicable PMP related to the R1.C Area by adjusting the layout and orientation of units, presenting new architectural features and floor plans, expanding the PMP area to the entirety of the R1.C Area, and to introduce the concept of a land trade with the City in order to accommodate the updated site plan.
- 5) The City Council, after reviewing the proposed Amendment, has determined that the changes are beneficial to good and orderly development in the North Farmington Station area and will encourage home-ownership by providing a product with amenities sought by townhome buyers.

- 6) The Parties are willing to amend the Supplemental Development Agreement as it relates to the R1.C Area to permit these changes.
- 7) All Parties agree and understand that this Amendment does not affect the site plan or other development standards associated with the C1, C4, or C6 Areas, nor the remaining portions of the R1 Area, which were also subject to the Supplemental Development Agreement.

AMENDMENT TO THE SUPPLEMENTAL DEVELOPMENT AGREEMENT

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

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Amendment and made a part hereof.
2. Effective Date of Amendment. This Amendment shall be effective as of the date on which both Parties have executed it.
3. Amendments related to R1.C Area.
 - a. **Project Master Plan (Exhibit B of Supplemental Development Agreement).** As it relates to the R1.C Area only, Exhibit B in the Supplemental Development Agreement is replaced with the Amended R1.C PMP, which is attached to this Amendment as Addendum B (the “Amended PMP”). The Amended PMP includes a modified site plan, and different elevations and floor plans. It also includes additional land that was excluded from the Supplemental Development Agreement. All references to the “PMP” in the Supplemental Development Agreement, as it relates to the R1.C Area only, will now refer to the Amended PMP.
 - b. **Section 3.b R1 Residential Building Height.**

As it relates to the R1.C Area only, subsections i. through iv. are deleted and replaced with the following:

- i. Townhomes designated on the Site Plan in the PMP as Front Load-P1 and Front Load-P2 (orange units) shall not exceed three-stories (except for rooftop patios on end units) and no taller than the building elevations attached in the PMP for the three-story townhomes.
- ii. Townhomes designated on the Site Plan in the PMP as Front Load-P3 and Front Load-P4 (blue units) shall not exceed two stories and

no taller than the building elevations attached in the PMP for two-story townhomes.

- c. **Section 4 Affordable Housing.** As it relates to the R1.C Area only, Section 4 is struck from the Supplemental Development Agreement and replaced with the text “Intentionally Struck in First Amendment.” The removal of this section is permissible due to Stack Farmington Land, LLC retaining the obligation under the accompanying assignment to provide affordable dwelling units for the entire R1 unit count, and is not to be construed as a waiver or credit toward the affordable unit count contemplated under the Supplemental Development Agreement.
- d. **Land Swap.** The site plan included in the Amended PMP contemplates the utilization of an expanded stormwater detention basin to the South of the R1 Area, which necessitates a swap of two parcels of land between City and Developer, which are visually depicted in Addendum C of this Amendment. The Parties agree that the land swap, if ultimately agreed to through a subsequent process, must be finalized prior to plat recordation for the R1.C Area. The Parties agree that the parcels being exchanged are of equivalent area and value, and are therefore not subject to additional consideration. Costs of surveying, legal description preparation, title insurance, and title company costs as applicable shall be borne by Developer.

All other provisions of the Supplemental Development Agreement shall remain unchanged.

PARTIAL ASSIGNMENT OF SUPPLEMENTAL DEVELOPMENT AGREEMENT

Stack Farmington Land, LLC, a Utah limited liability company (“Assignor”) hereby assigns the Supplemental Development Agreement dated January 14, 2026, only as it relates to the R1.C area described in Addendum A to this Partial Assignment, to Sage at North Station Investments LLC (“Assignee”), which assignment Farmington City, a Utah municipal corporation, approves.

- 1. **Assignee Obligations.**
 - a. Assignee assumes all rights, duties, and obligations in the Supplemental Development Agreement to the extent they relate to the R1.C Area.
 - b. Notwithstanding subsection (1)(a), the Assignee is not responsible for Section 4 of the Supplemental Development Agreement, addressing Housing Affordability, which obligation is retained by Assignor.
- 2. **Assignor Obligations.**
 - a. Assignor retains all rights, duties, and obligations in the Supplemental Development Agreement for all land except the R1.C Area.
 - b. Assignor shall retain the obligation to provide affordable housing as provided in Section 4 of the Supplemental Development Agreement. The affordable housing ratios provided by Assignor under the Supplemental Development

Agreement shall include the 37 units depicted within the original R1 phase 1 area. It shall not include the additional fifty-eight (58) units added by Assignee under the Amendment to the Supplemental Development Agreement.

3. **No Waiver.** The approval of this Partial Assignment by City shall not be determined or deemed a waiver of for-sale units from the overall calculation of dwelling units within the Housing and Transit Reinvestment Zone.

IN WITNESS WHEREOF, the parties hereto have executed this Partial Assignment and First Amendment to the Supplemental Development Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

(Signatures appear on next pages)

“CITY”

This execution serves as adoption of the Amendment to the Supplemental Development Agreement as it relates to the R1.C Area only, and also as approval of the Partial Assignment.

FARMINGTON CITY

Mayor Brett Anderson

Attest: _____
City Recorder

Approved as to Form:

Paul Roberts, City Attorney

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2026, personally appeared before me Brett Anderson, 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 Brett Anderson acknowledged to me that the City executed the same.

Notary Public

“DEVELOPER” AND “ASSIGNEE”

This execution serves as adoption of the Amendment to the Supplemental Development Agreement as it relates to the R1.C Area only, and also as an agreement to accept the Partial Assignment.

SAGE AT NORTH STATION INVESTMENTS LLC

By: _____

its: _____

DEVELOPER/ASSIGNEE ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2026, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of **SAGE AT NORTH STATION INVESTMENTS LLC**, a Utah limited liability company, and that the foregoing instrument was signed on that company’s behalf with all necessary authorizations for that company.

Notary Public

“ASSIGNOR”

This execution serves as acceptance of the Partial Assignment of the Supplemental Development Agreement.

STACK FARMINGTON LAND, LLC

By: _____

its: _____

ASSIGNOR ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2026, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of **STACK FARMINGTON LAND, LLC**, a Utah limited liability company, and that the foregoing instrument was signed on that company’s behalf with all necessary authorizations for that company.

Notary Public

**ADDENDUM A
TO PARTIAL ASSIGNMENT AND FIRST AMENDMENT**

Property Descriptions of R1.C Area

Parcel 08-723-0027:

ALL OF PARCEL A3, NORTH STATION MASTER PLAT.
CONT. 0.24000 ACRES.

Parcel 08-723-0029:

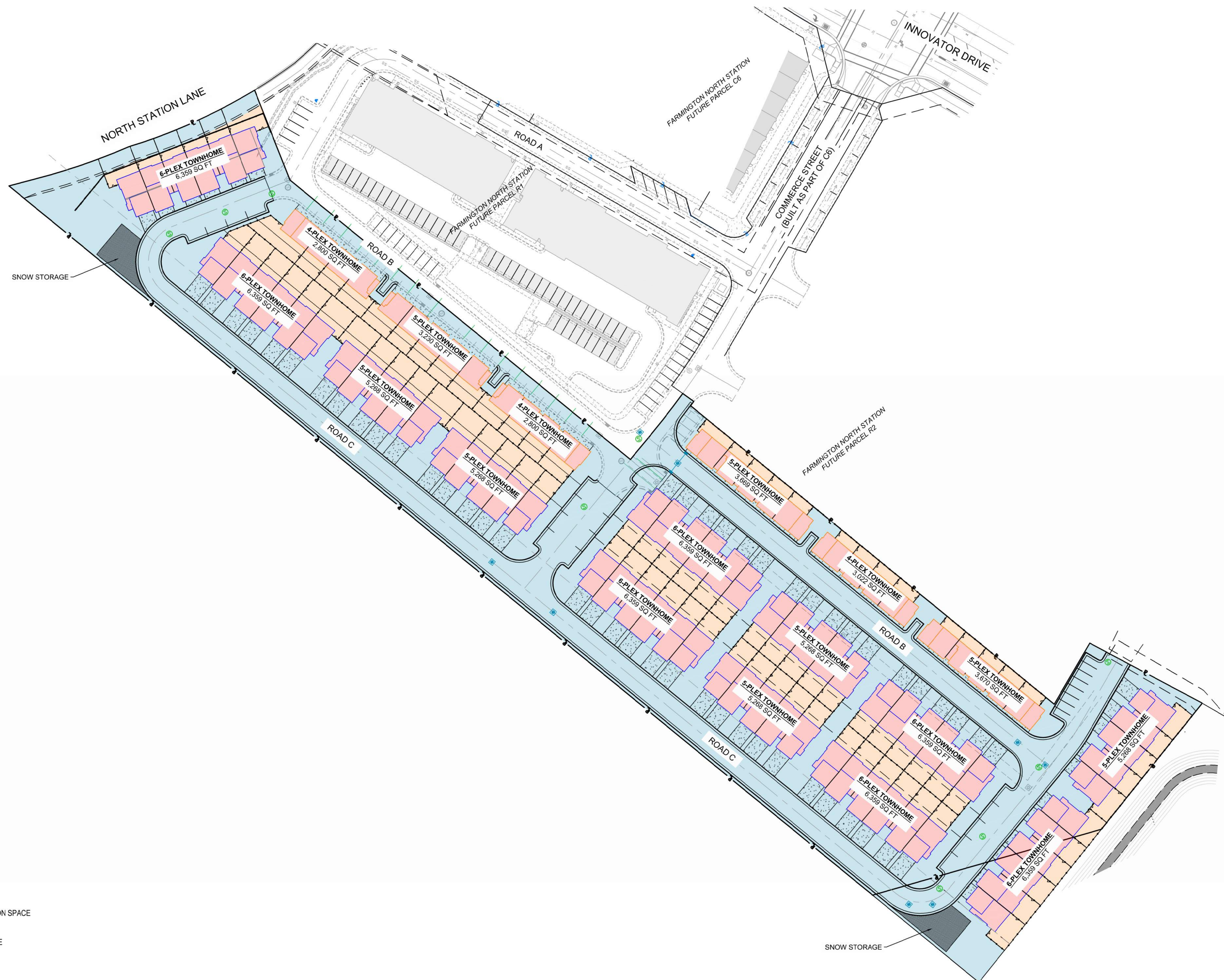
A PART OF PARCEL R1 OF THE NORTH STATION MASTER PLAT, RECORDED AS E# 3646134, MORE PART'LY DESC AS FOLLOWS: A TRACT OF LAND LOC IN THE NW 1/4 & SW 1/4 OF SEC 14-T3N-R1W, SLB&M; BEG AT THE NW'LY COR OF PARCEL R1 OF THE NORTH STATION MASTER PLAT RECORDED AS E# 3646134, SD COR IS LOC ON THE SE'LY R/W LINE OF NORTH STATION LANE, SD COR ALSO BEING 1540.32 FT S $89^{\circ}55'50''$ W ALG THE 1/4 SEC LINE & 602.12 FT N $34^{\circ}36'25''$ W FR THE CENTER 1/4 COR OF SD SEC 14 (BASIS OF BEARING BEING S $00^{\circ}14'39''$ E 2639.43 FT FR THE CENTER 1/4 COR TO THE S 1/4 COR OF SEC 14); RUN TH ALG SD S'LY R/W LINE THE FOLLOWING THREE (3) COURSES: 1) S $88^{\circ}49'38''$ E 31.05 FT TO THE PT OF A 629.57 FT RADIUS NON-TANGENT CURVE TO THE LEFT, 2) TH E'LY 96.91 FT ALG SD CURVE (NOTE: CHORD TO SD CURVE BEARS N $86^{\circ}49'32''$ E 96.82 FT), TO THE PT OF A 553.86 FT RADIUS NON TANGENT CURVE TO THE LEFT, 3) TH E'LY 140.60 FT ALG SD CURVE (NOTE: CHORD TO SD CURVE BEARS N $81^{\circ}46'00''$ E 140.22 FT); TH S $05^{\circ}31'00''$ E 98.25 FT; TH S $34^{\circ}37'02''$ E 447.28 FT; TH N $55^{\circ}22'21''$ E 35.36 FT TO THE PT OF A 795.41 FT RADIUS CURVE TO THE LEFT; TH NE'LY 50.23 FT ALG SD CURVE (NOTE: CHORD TO SD CURVE BEARS N $53^{\circ}42'40''$ E 50.22 FT); TH S $38^{\circ}05'53''$ E 13.75 FT TO THE PT OF A 768.91 FT RADIUS NON TANGENT CURVE TO THE RIGHT; TH SW'LY 5.40 FT ALG SD CURVE (NOTE: CHORD TO SD CURVE BEARS S $52^{\circ}05'20''$ W 5.40 FT); TH S $34^{\circ}37'02''$ E 477.76 FT; TH N $46^{\circ}07'37''$ E 71.80 FT; TH S $45^{\circ}54'22''$ E 129.52 FT TO THE MOST N'LY COR OF PARCEL A3 OF SD NORTH STATION MASTER PLAT; TH S $54^{\circ}37'51''$ W 163.94 FT ALG THE NW'LY LINE OF SD PARCEL A3 TO THE MOST W'LY COR THEREOF, SD COR BEING ON THE S'LY BNDRY LINE OF SD PLAT; TH S $89^{\circ}55'48''$ W 241.74 FT ALG SD S'LY BNDRY LINE TO THE SW'LY COR OF SD PLAT; TH N $34^{\circ}36'25''$ W 1134.94 FT ALG THE W'LY BNDRY LINE OF SD PLAT TO THE POB.
CONT. 6.281 ACRES

**ADDENDUM B
TO PARTIAL ASSIGNMENT AND FIRST AMENDMENT**

**Amended PMP
(Applies to R1.C Area Only)**

**ADDENDUM C
TO FIRST AMENDMENT**

Visual Depiction of Proposed Land Swap



LEGEND

PRIVATE

LIMITED COMMON SPACE

COMMON SPACE

ENGINEER
ISAAC RICHES, P.E.
METHODS CONSULTING
2139 SOUTH 1260 WEST
SLC, UTAH 84119
P: 801-860-2191
E: isaac.riches@methodsconsulting.com



PROJECT	SAGE AT NORTH STATION		APPROVED	 METHODS CONSULTING	 GARBETT HOMES 273 NORTH EAST CAPITOL STREET SALT LAKE CITY, UTAH 84103 801-456-2430	REVISIONS			
	PROJECT NUMBER	26-197							
COMMON SPACE CONCEPT PLAN									
SHEET NO.		C300							



Architecture | Branding | Interiors | Planning
3660 Blake Street
Suite 500
Denver, CO 80205
ktgy.com
303.825.6400

KTGY Project No: 20260153

Project Contact: Madelyn Hianik
Email: mhianik@ktgy.com

Principal: Craig Lawrence
Project Designer: Brittany Thomson

Developer



GARBETT HOMES
273 N. EAST CAPITOL STREET.

SALT LAKE CITY, UTAH 84103
PHONE NO. 801-456-2430
FAX NO. --

SAGE TOWNHOMES
FARMINGTON, UTAH

No.	Date	Description

It is the clients responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor throughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the architect prior to the client or clients subcontractors proceeding with the work. The client will be responsible for any defects in construction if these procedures are not followed.

June 22, 2026

SITE PLAN

A1-00





REAR PERSPECTIVE

SCALE: 1/8"=1'-0"

2



FRONT PERSPECTIVE

SCALE: 1/8"=1'-0"

1



Architecture | Branding | Interiors | Planning
3660 Blake Street
Suite 500
Denver, CO 80205
ktgy.com
303.825.6400

KTGY Project No: 20260153

Project Contact: Madelyn Hianik
Email: mhianik@ktgy.com

Principal: Craig Lawrence
Project Designer: Brittany Thomson

Developer



GARBETT HOMES
273 N. EAST CAPITOL STREET.

SALT LAKE CITY, UTAH 84103
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SAGE TOWNHOMES
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June 22, 2026

5-PLEX - COLORED
PERSPECTIVES



LEFT BUILDING ELEVATION - SIDE ENTRY

SCALE: 1/8"=1'-0"

4



RIGHT BUILDING ELEVATION

SCALE: 1/8"=1'-0"

3



REAR BUILDING ELEVATION

SCALE: 1/8"=1'-0"

2



FRONT BUILDING ELEVATION

SCALE: 1/8"=1'-0"

1



Architecture | Branding | Interiors | Planning
3660 Blake Street
Suite 500
Denver, CO 80205
ktgy.com
303.825.6400

KTGY Project No: 20260153

Project Contact: Madelyn Hianik
Email: mhianik@ktgy.com

Principal: Craig Lawrence
Project Designer: Brittany Thomson

Developer



GARBETT HOMES
273 N. EAST CAPITOL STREET.

SALT LAKE CITY, UTAH 84103
PHONE NO. 801-456-2430
FAX NO. --

SAGE TOWNHOMES
FARMINGTON, UTAH

No.	Date	Description

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June 22, 2026

5-PLEX - COLORED
ELEVATIONS



REAR PERSPECTIVE

SCALE: 1/8"=1'-0"

2



FRONT PERSPECTIVE

SCALE: 1/8"=1'-0"

1



Architecture | Branding | Interiors | Planning
3660 Blake Street
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Denver, CO 80205
ktgy.com
303.825.6400

KTGY Project No: 20260153

Project Contact: Madelyn Hianik
Email: mhianik@ktgy.com

Principal: Craig Lawrence
Project Designer: Brittany Thomson

Developer



GARBETT HOMES
273 N. EAST CAPITOL STREET.

SALT LAKE CITY, UTAH 84103
PHONE NO. 801-456-2430
FAX NO. --

SAGE TOWNHOMES
FARMINGTON, UTAH

No.	Date	Description

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June 22, 2026

6-PLEX - COLORED
PERSEPECTIVES



RIGHT BUILDING ELEVATION

SCALE: 1/8"=1'-0"

4



LEFT BUILDING ELEVATION

SCALE: 1/8"=1'-0"

3



REAR BUILDING ELEVATION

SCALE: 1/8"=1'-0"

2



FRONT BUILDING ELEVATION

SCALE: 1/8"=1'-0"

1



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June 22, 2026

6-PLEX - COLORED
ELEVATIONS

**KTGY Project No:** 20260153

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SALT LAKE CITY, UTAH 84103
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June 22, 2026

UNIT PLAN 1 - INTERIOR UNITS

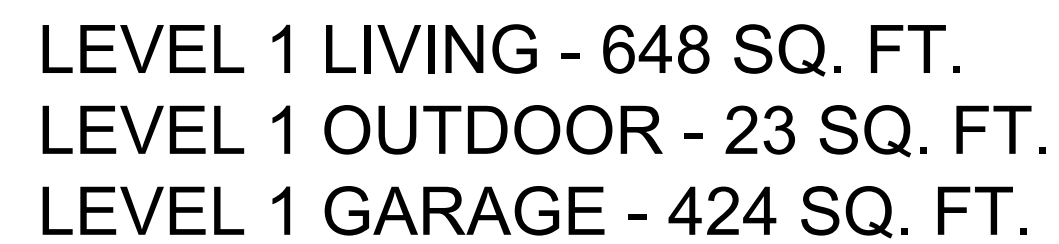
A1-30



UNIT 1 FLOOR PLAN - LEVEL 2

SCALE: 1/4"=1'-0'

3



UNIT 1 FLOOR PLAN - LEVEL 1

SCALE: 1/4"=1'-0"

2



UNIT 1 FLOOR PLAN - BASEMENT

SCALE: 1/4"=1'-0"

1

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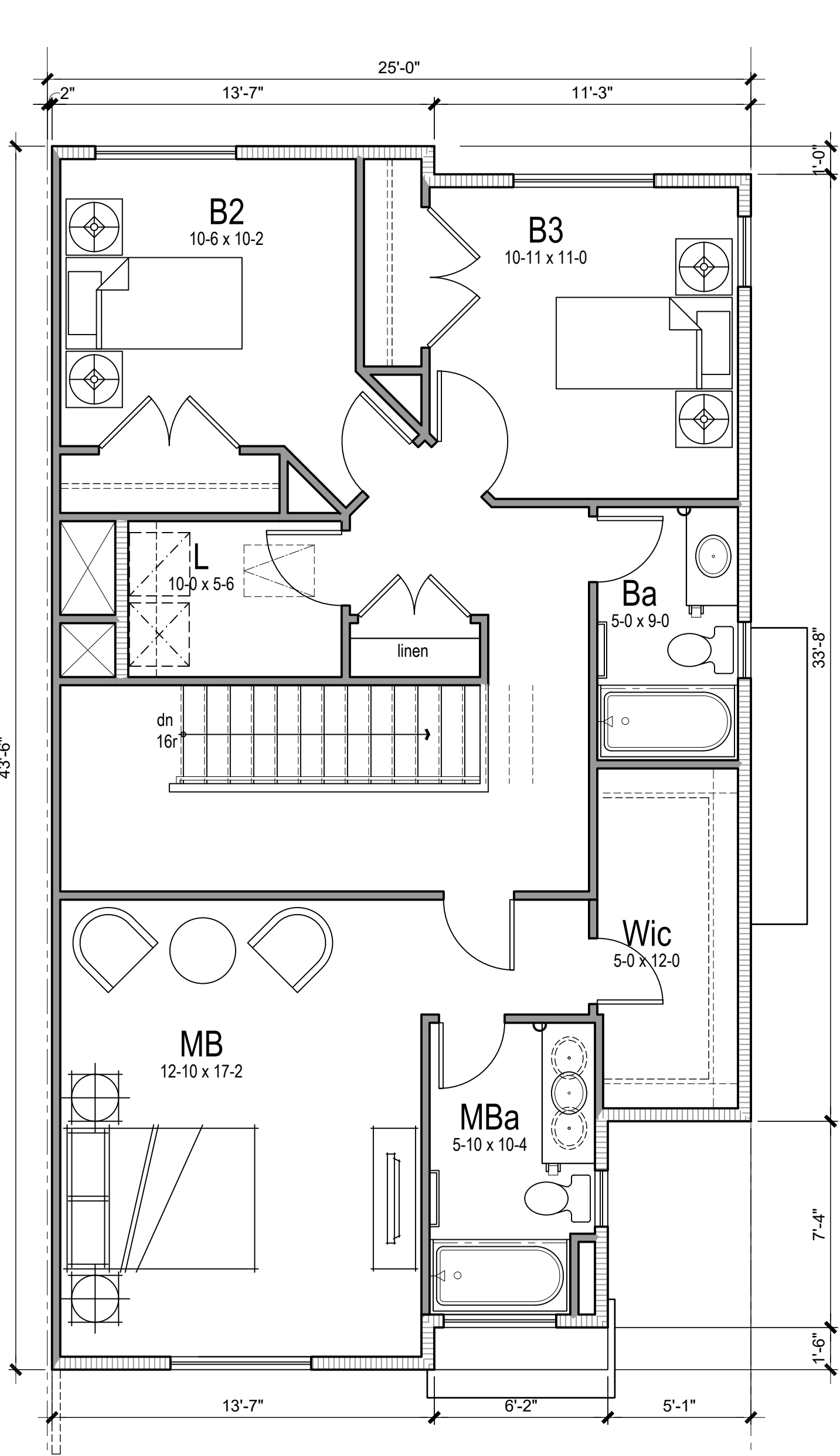
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FARMINGTON, UTAH

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June 22, 2026

UNIT PLAN 2 - END
UNITS

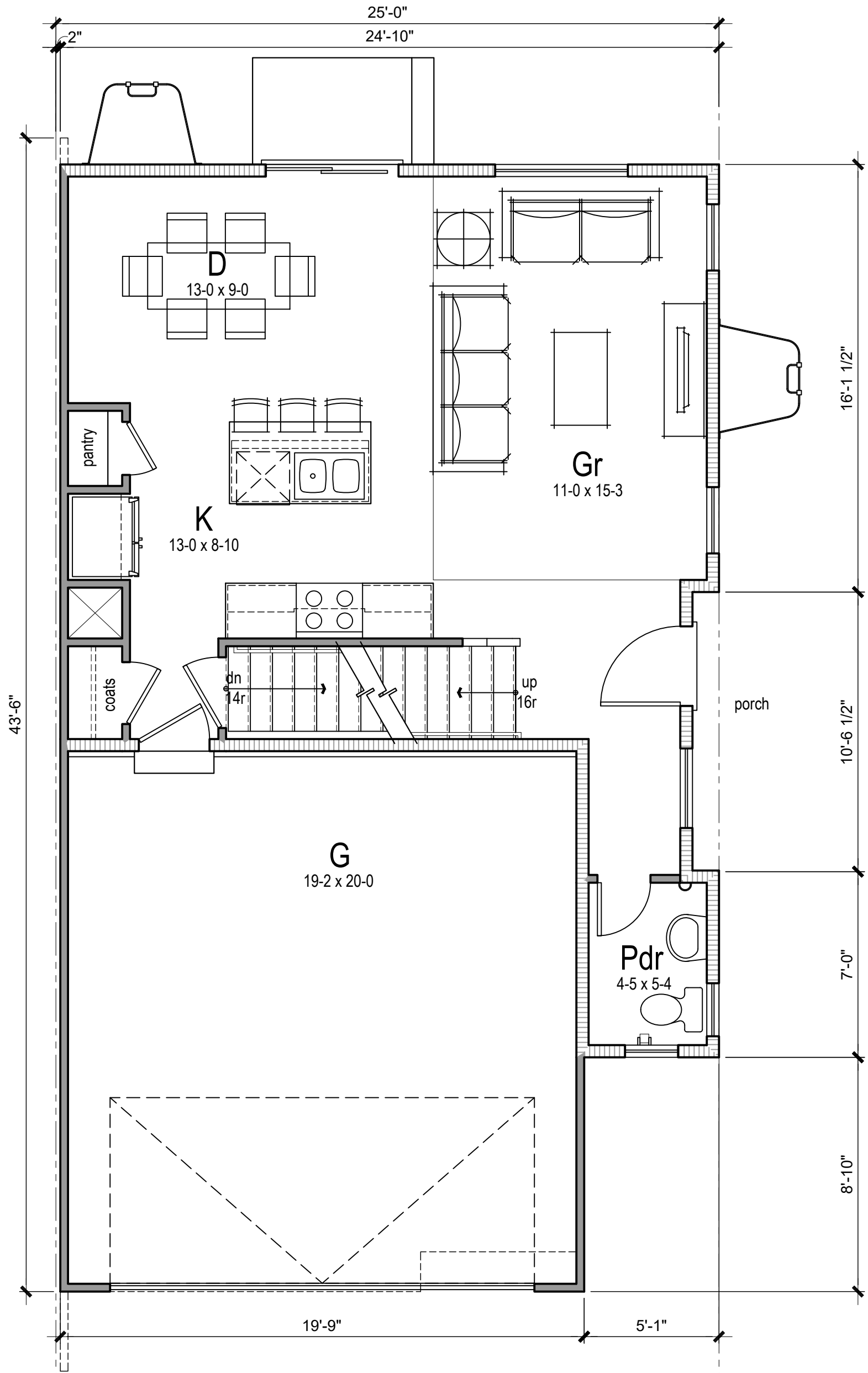


LEVEL 3 LIVING - 1,015 SQ. FT.

UNIT 2 FLOOR PLAN - LEVEL 2

SCALE: 1/4"=1'-0"

3

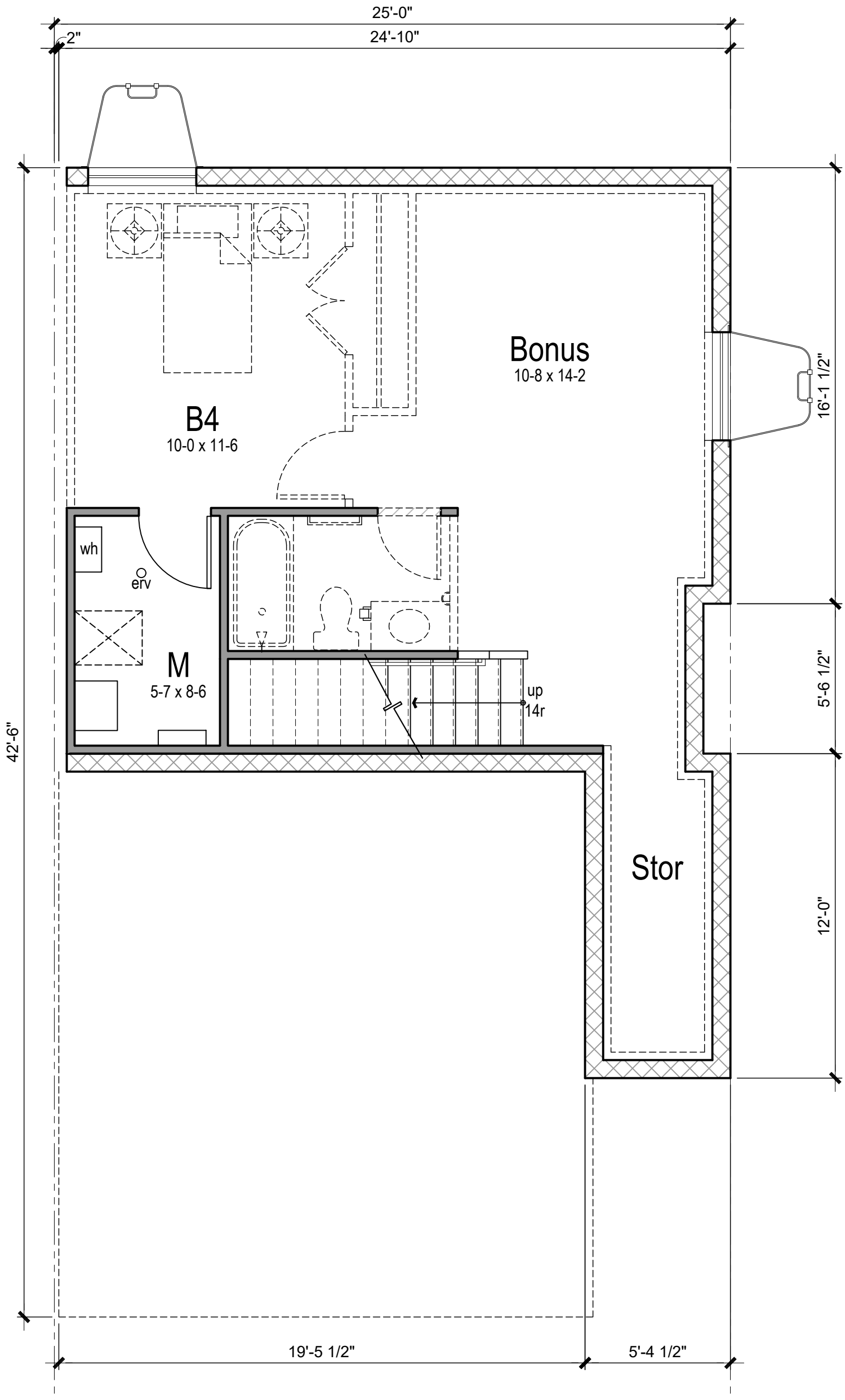


LEVEL 1 LIVING - 601 SQ. FT.
LEVEL 1 GARAGE - 399 SQ. FT.

UNIT 2 FLOOR PLAN - LEVEL 1

SCALE: 1/4"=1'-0"

2



BASEMENT LIVING - 603 SQ. FT.

UNIT FLOOR PLAN - BASEMENT

SCALE: 1/4"=1'-0"

1



REAR PERSPECTIVE

SCALE: 1/8"=1'-0"

2



FRONT PERSPECTIVE

SCALE: 1/8"=1'-0"

1



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June 22, 2026

4-PLEX - COLORED
PERSPECTIVES

A2-10



LEFT BUILDING ELEVATION - SIDE ENTRY

SCALE: 1/8"=1'-0"

4



RIGHT BUILDING ELEVATION

SCALE: 1/8"=1'-0"

3



REAR BUILDING ELEVATION

SCALE: 1/8"=1'-0"

2



FRONT BUILDING ELEVATION

SCALE: 1/8"=1'-0"

1



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SAGE TOWNHOMES
FARMINGTON, UTAH

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June 22, 2026

4-PLEX - COLORED
ELEVATIONS



REAR PERSPECTIVE

SCALE: 1/8"=1'-0"

2



FRONT PERSPECTIVE

SCALE: 1/8"=1'-0"

1



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June 22, 2026

5-PLEX - COLORED
PERSPECTIVES



LEFT BUILDING ELEVATION - SIDE ENTRY

SCALE: 1/8"=1'-0"

4



RIGHT BUILDING ELEVATION

SCALE: 1/8"=1'-0"

3



REAR BUILDING ELEVATION

SCALE: 1/8"=1'-0"

2



FRONT BUILDING ELEVATION

SCALE: 1/8"=1'-0"

1



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June 22, 2026

5-PLEX - COLORED
ELEVATIONS



Project Contact: Madelyn Hianik
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Principal: Craig Lawrence
Project Designer: Brittany Thomson

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SAGE TOWNHOMES

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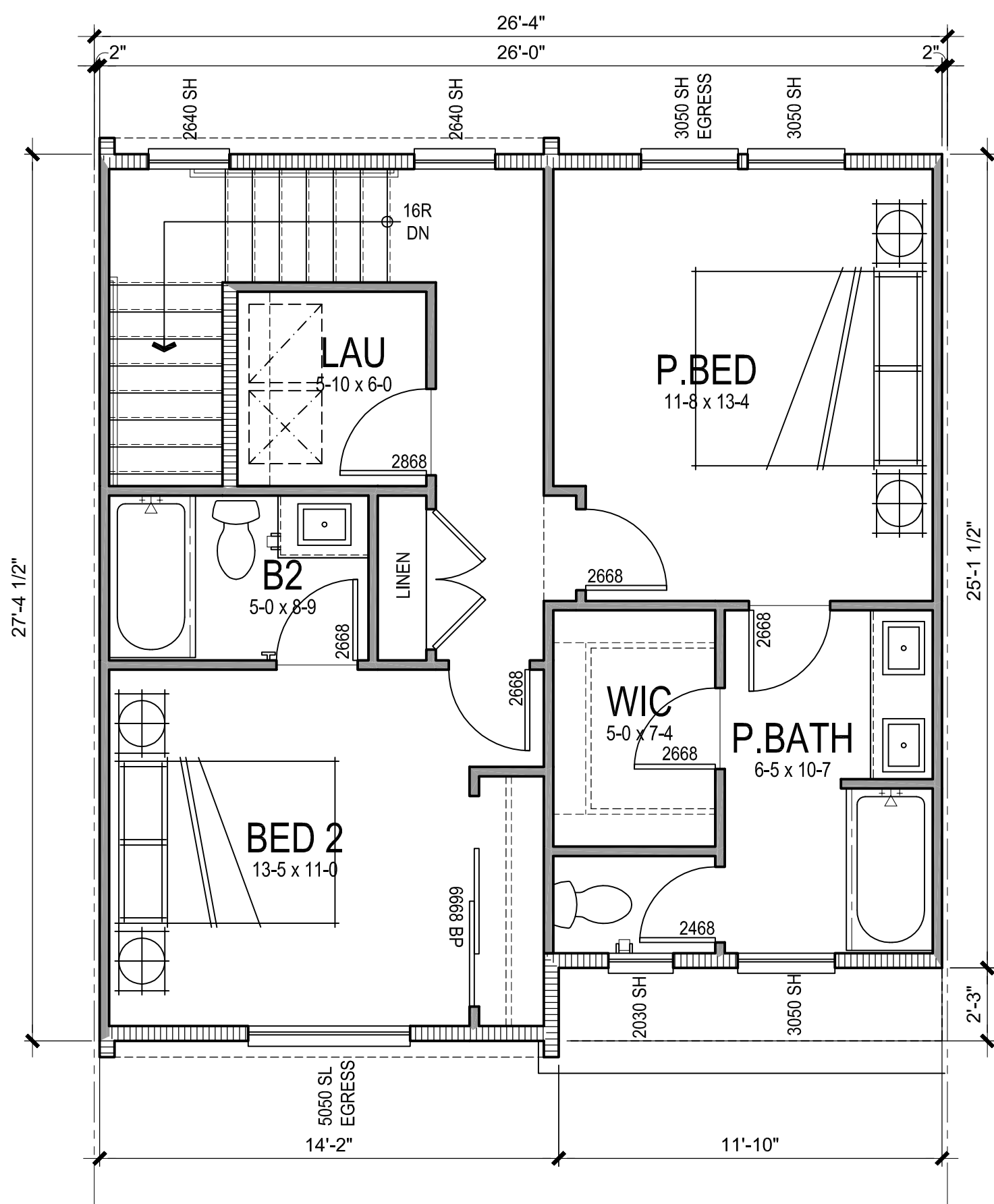
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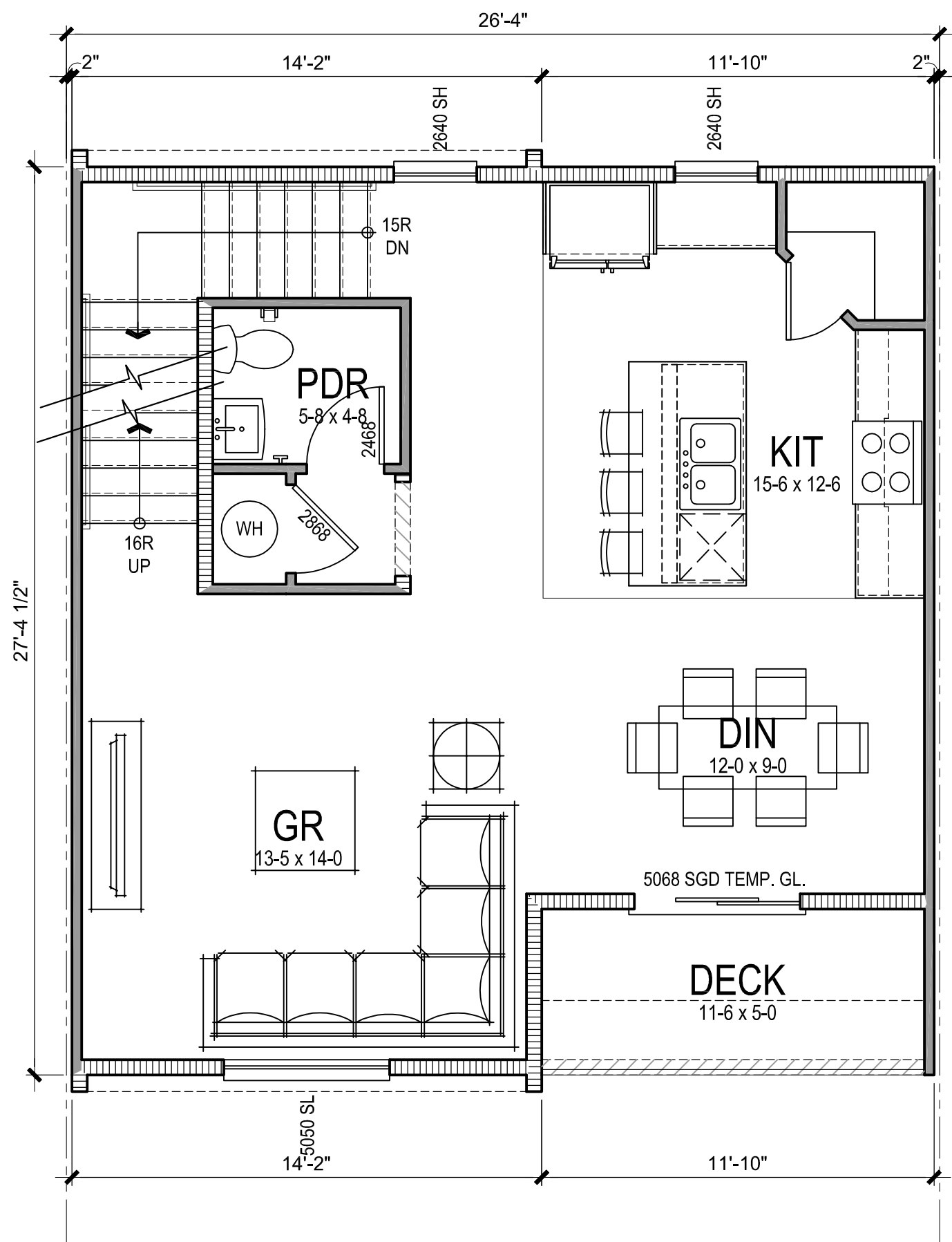
August 19, 2026

UNIT PLAN 3 - INTERIOR UNITS

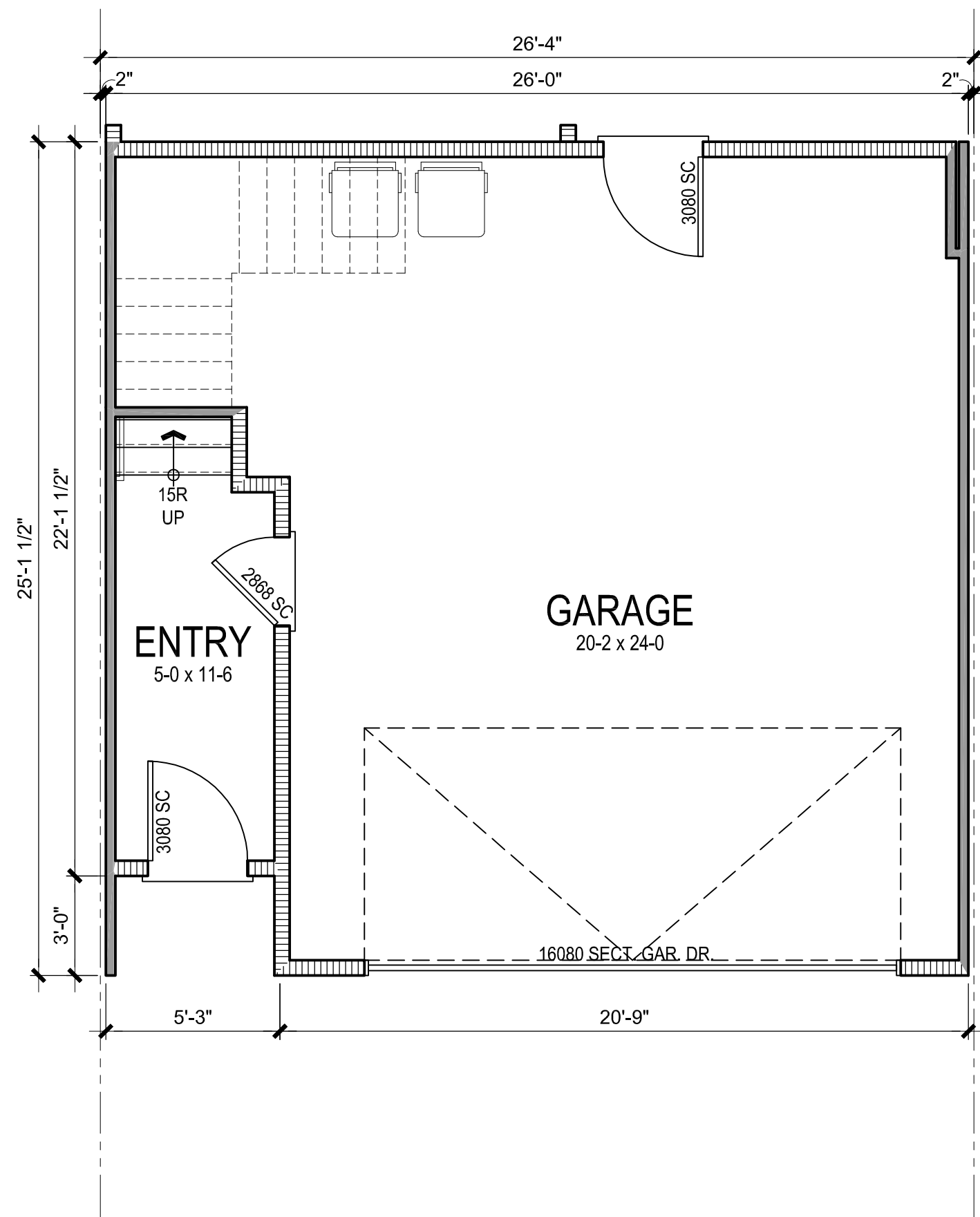
A2-30



LEVEL 3 LIVING - 685 SQ. FT.



LEVEL 2 LIVING - 653 SQ. FT.
LEVEL 2 OUTDOOR - 59 SQ. FT.



LEVEL 1 LIVING - 78 SQ. FT.
GARAGE - 561 SQ. FT.



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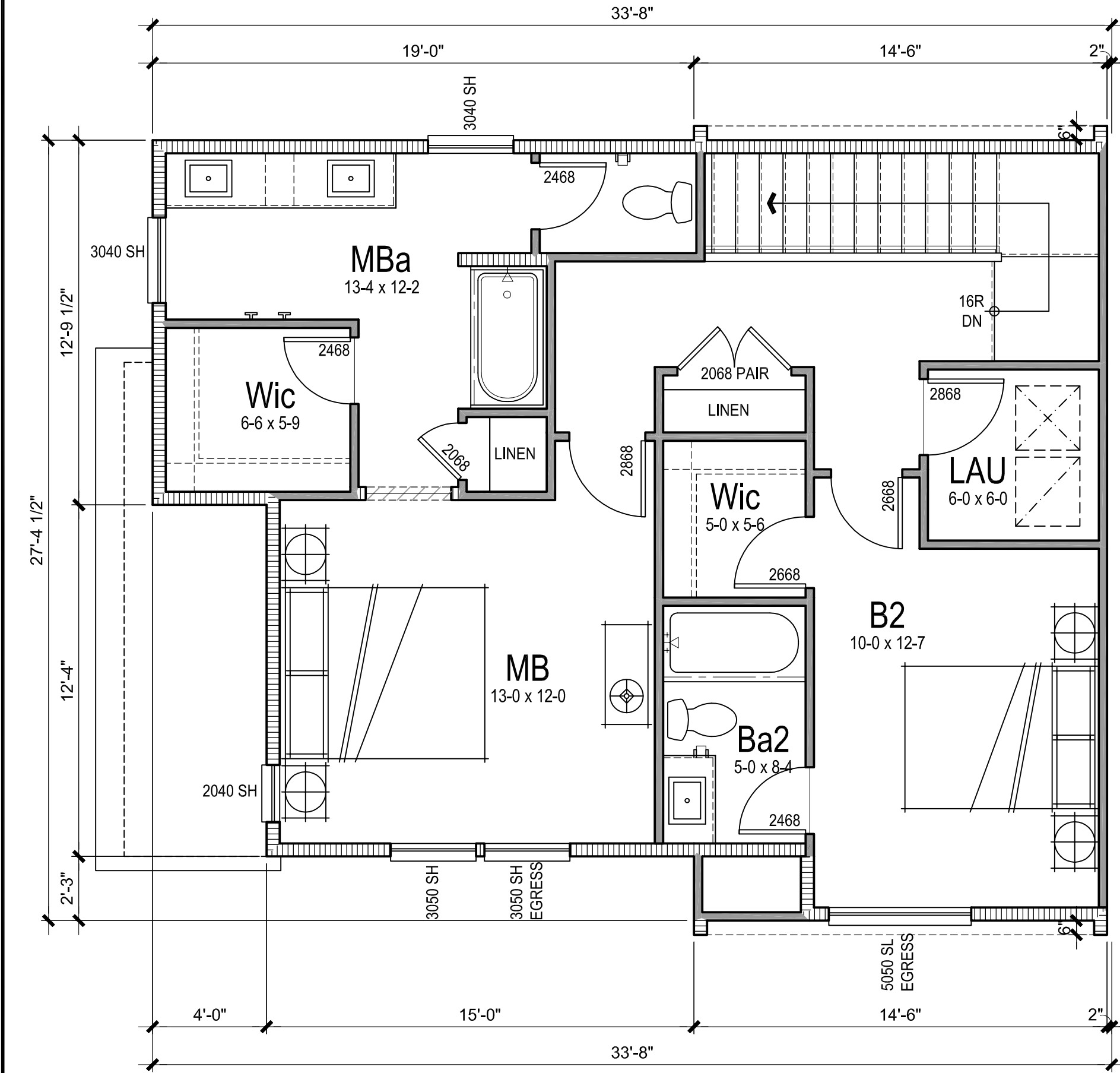
SAGE TOWNHOMES
FARMINGTON, UTAH

No.	Date	Description

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August 19, 2026

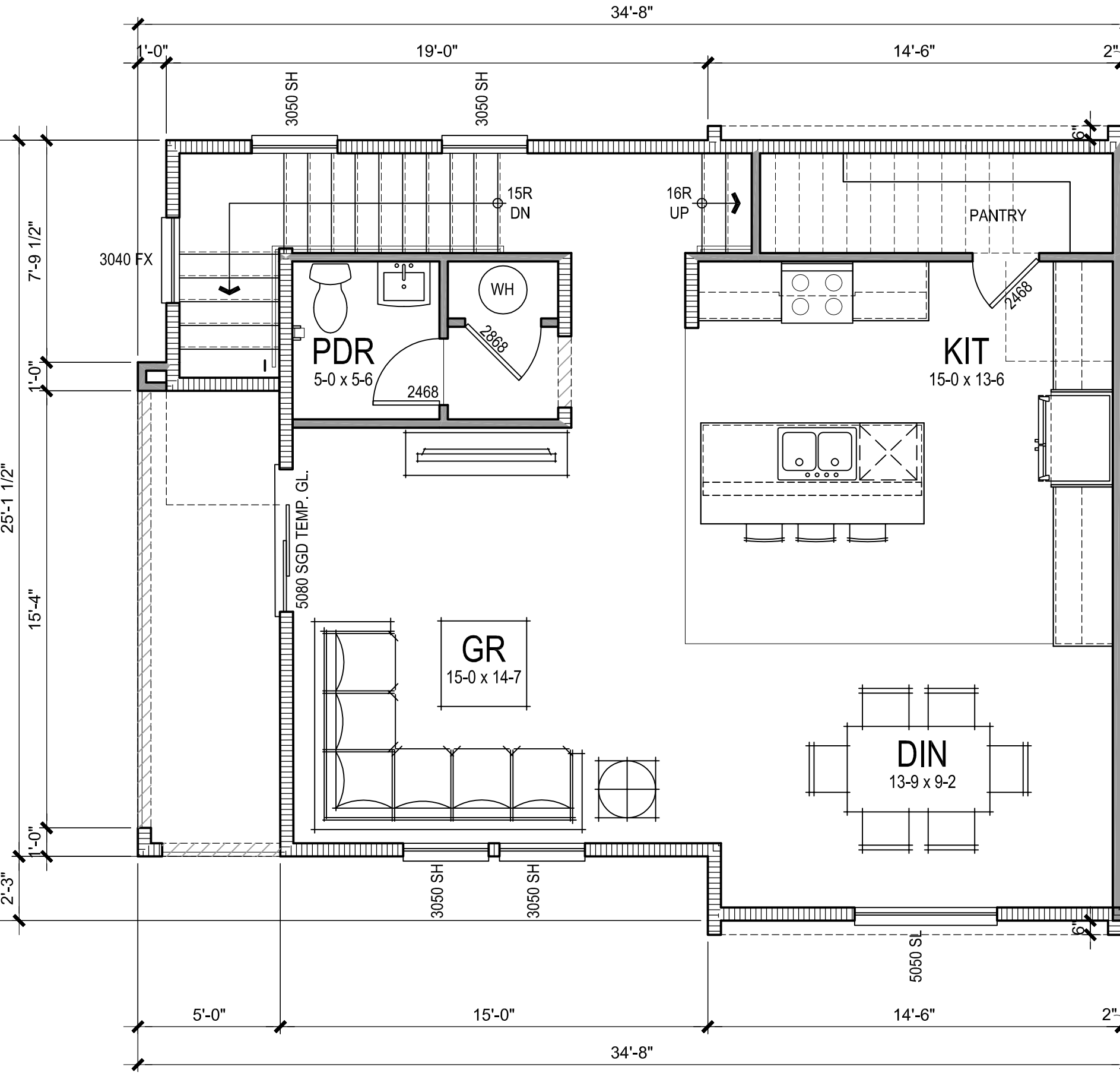
UNIT PLAN 4 - END
UNITS



UNIT 4 FLOOR PLAN - LEVEL 3

SCALE: 1/4"=1'-0"

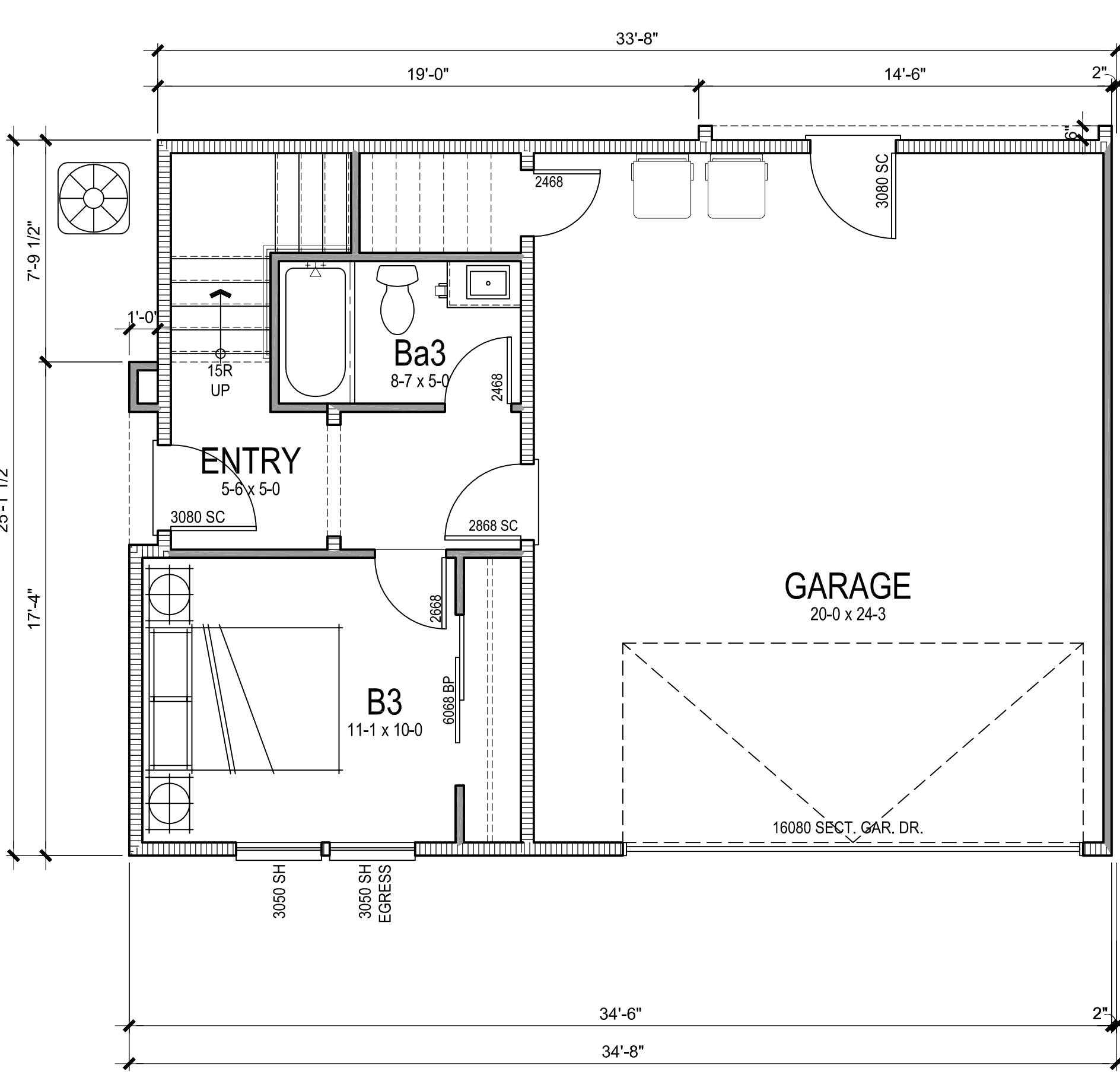
3



UNIT 4 FLOOR PLAN - LEVEL 2

SCALE: 1/4"=1'-0"

2



UNIT 4 FLOOR PLAN - LEVEL 1

SCALE: 1/4"=1'-0"

1



ISSUE DESCRIP.	DATE
	8.12.2026

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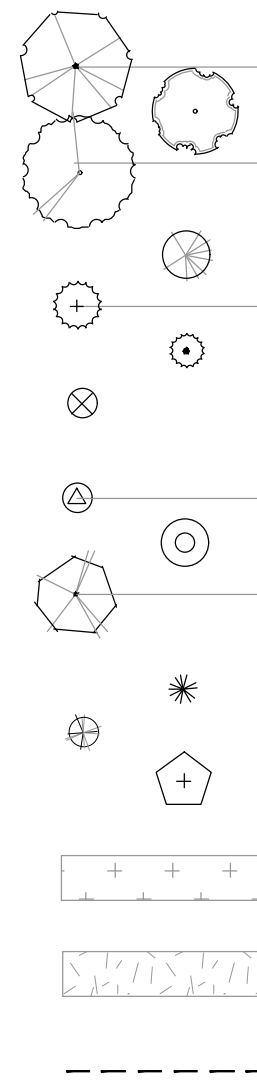
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LANDSCAPE TABULATIONS

LANDSCAPE AREA	88,026 S.F.
PLANTER BED AREA	44,690 S.F.
PUBLIC / ACTIVE TURF AREA	15,731 S.F.
REAR YARD TURF AREA (94 Units 255 / Unit)	27,605 S.F.

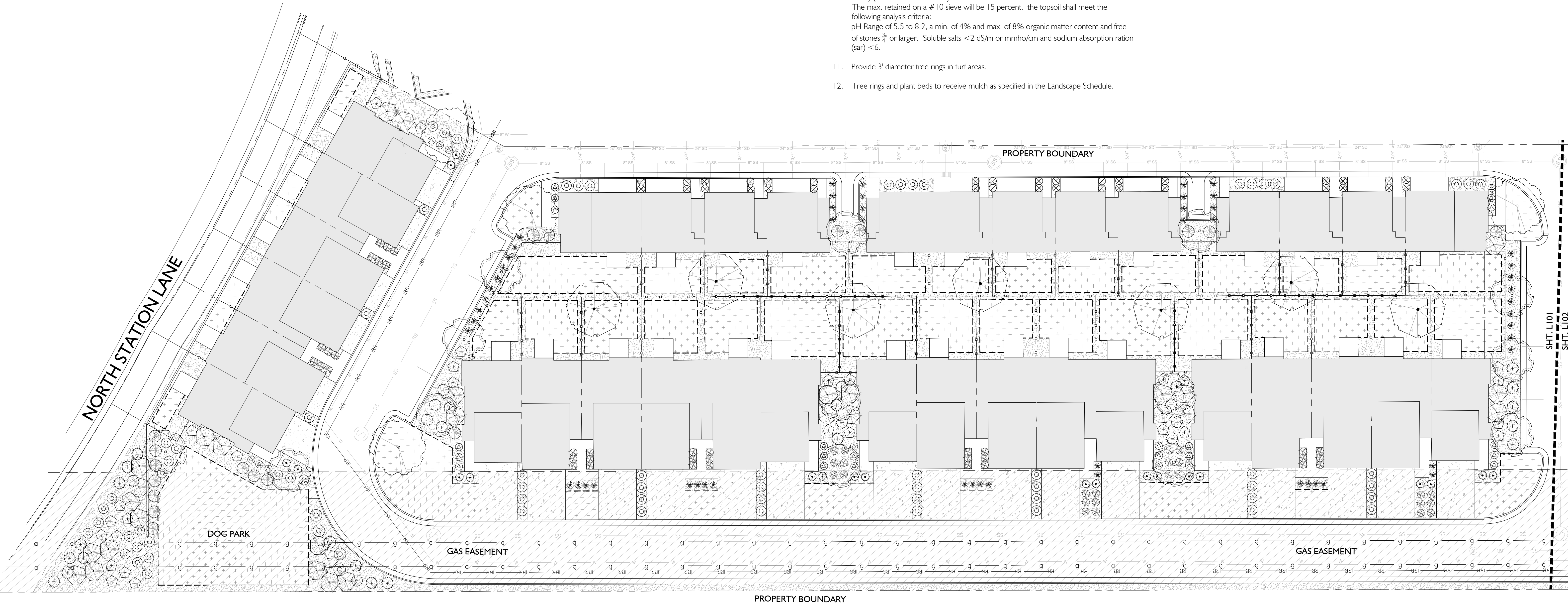
LANDSCAPE GENERAL NOTES

- Contractor shall locate and verify the existence of all utilities within project area prior to commencement of work.
- Do not commence planting operation until rough grading has been completed.
- All plants shall bear the same relationship to finished grade as the original grade before digging.
- Pre-emergent herbicide shall be used prior to mulch placement.
- All plant materials shall conform to the minimum guidelines established by the American Standard for Nursery Stock, published by the American Nursery Association, Inc.
- All plants to be balled and burlapped or container grown, unless otherwise noted on the plant list.
- The contractor shall supply all plant material in quantities sufficient to complete the planting shown on the drawings.
- Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf color, fruit and culture only as approved by the Project Representative.
- All turf areas shall receive four inches (4") of topsoil prior to planting. All shrub, groundcover, and perennial beds shall receive four inches (4") of topsoil prior to planting.
The max. retained on a #10 sieve will be 15 percent. the topsoil shall meet the following analysis criteria:
pH Range of 5.5 to 8.2, a min. of 4% and max. of 8% organic matter content and free of stones $\frac{3}{4}$ " or larger. Soluble salts <2 dS/m or mmho/cm and sodium absorption ration (sar) <6.
- Submit topsoil report prepared by a qualified soil testing laboratory prior to soil placement. Topsoil shall meet the following mechanical analysis:
Sand (0.05 - 2.0 mm Dia.) 20 - 70%
Clay (0.002 - 0.05 mm Dia.) 20 - 70%
- Provide 3' diameter tree rings in turf areas.
- Tree rings and plant beds to receive mulch as specified in the Landscape Schedule.



LANDSCAPE SCHEDULE

Qty	Botanical Name	Common Name	Size
DECIDUOUS TREES			
15	Acer platanoides 'Parkway'	Parkway Maple	2" Cal.
38	Malus 'Spring Snow'	Spring Snow Crabapple	2" Cal.
17	Zelkova serrata 'Village Green'	Village Green Zelkova	2" Cal.
EVERGREEN SHRUBS			
20	Juniperus chinensis 'Sea Green'	Sea Green Juniper	2 Gal.
84	Juniperus sabina 'Calgary Carpet'	Savin Juniper Laurel	
54	Pinus mugo 'Slowmound'	Dwarf Mugo Pine	2 Gal.
57	Mahonia aquifolium compacta	Compact Oregon Grape	2 Gal.
DECIDUOUS SHRUBS			
85	Caryopteris clandonensis 'First Choice'	First Choice Bluebird	2 Gal.
153	Rhus aromatica 'Gro Low'	Grow Low Sumac	2 Gal.
68	Rhus typhina 'Baltiger'	Tiger Eyes Sumac	2 Gal.
ORNAMENTAL GRASSES			
138	Calamagrostis x acutifolia 'Karl Foerster'	Karl Foerster Feather Grass	1 Gal.
192	Festuca mairei	Atlas Fescue	1 Gal.
82	Miscanthus sinensis 'Gracillimus'	Slender Maiden Grass	1 Gal.
TURF			
43,336 S.F.	Chanshare Imperial Blue		Sod
MULCH			
44,890 S.F.	Decorative Gravel Mulch, 1 1/2" - All Planters Unless Noted Otherwise		3" Depth
EDGING			
	Metal Mowstrip 3/16" x 4"		





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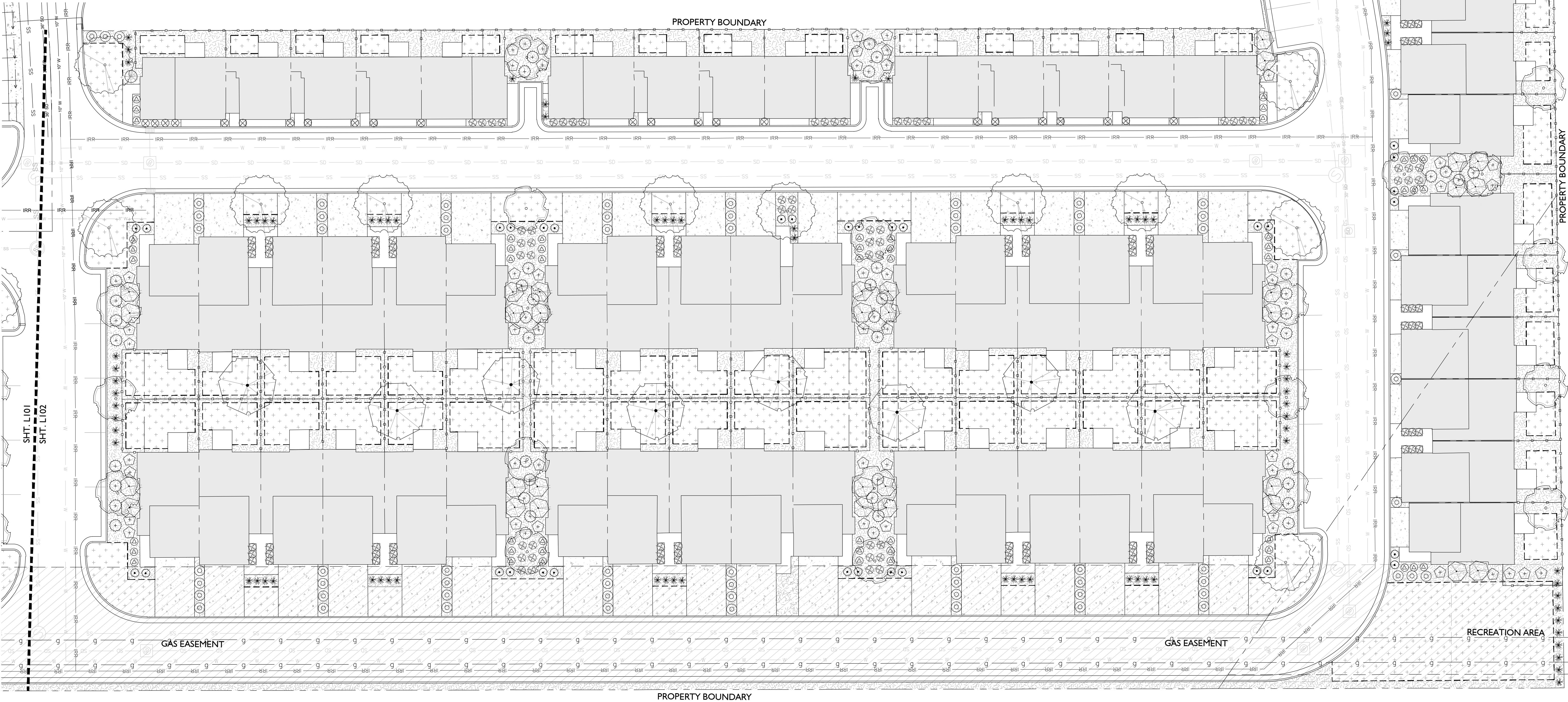
SAGE TOWNHOMES
NORTH STATION DEVELOPMENT
FARMINGTON, UTAH

LANDSCAPE
PLAN

L102

LANDSCAPE SCHEDULE

Qty	Botanical Name	Common Name	Size
DECIDUOUS TREES			
15	Acer platanoides 'Parkway'	Parkway Maple	2" Cal.
38	Malus 'Spring Snow'	Spring Snow Crabapple	2" Cal.
17	Zelkova serrata 'Village Green'	Village Green Zelkova	2" Cal.
EVERGREEN SHRUBS			
20	Juniperus chinensis 'Sea Green'	Sea Green Juniper	2 Gal.
84	Juniperus sabina 'Calgary Carpet'	Savin Juniper Laurel	
54	Pinus mugo 'Slowmound'	Dwarf Mugo Pine	2 Gal.
57	Mahonia aquifolium compacta	Compact Oregon Grape	2 Gal.
DECIDUOUS SHRUBS			
85	Caryopteris clandonensis 'First Choice'	First Choice Bluebird	2 Gal.
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138	Calamagrostis x acutifolia 'Karl Foerster'	Karl Foerster Feather Grass	1 Gal.
192	Festuca mairei	Atlas Fescue	1 Gal.
82	Miscanthus sinensis 'Gracillimus'	Slender Maiden Grass	1 Gal.
TURF			
43,336 S.F.	Chanshare Imperial Blue		Sod
MULCH			
44,890 S.F.	Decorative Gravel Mulch, 1 1/2" - All Planters Unless Noted Otherwise		3' Depth
EDGING			
	Metal Mowstrip 3/16" x 4"		





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6			

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IRRIGATION GENERAL NOTES

- Base drawings for irrigation design have been provided by others.
- Irrigation design based on schematic layout of turf-shrub areas, along with schematic depiction of buildings. Any major deviation in building design and/or turf-shrub areas may require re-design of irrigation system.
- Exact locations of major irrigation components to be approved by the Owner's Representative in the field prior to installation.
- Contact the local underground utility services for utility location and identification.
- Perform excavation in the vicinity of underground utilities with care and if necessary, by hand. The Contractor bears full responsibility for this work and disruption or damage to utilities shall be repaired immediately at no expense to the Owner.
- Irrigation main line and/or other components are shown schematically in hardscapes for graphic clarity only. All Irrigation components shall be located in landscaped areas
- Quick coupler valves in landscaped areas shall be installed as close as possible to plan locations. Quick coupler valve spacing shall not exceed 200 feet apart to allow for hand watering of plant material.
- Spray sprinklers are designed for 30 PSI at the head. Rotor sprinklers are designed for 50 PSI at the head.
- Not all sleeving necessary to complete this project is shown on plan. Portions of irrigation sleeving may have been previously installed by others. Coordinate location and usage with Owner's Representative.

IRRIGATION SCHEDULE

Sym.	Model	PSI	GPM	RADIUS
○	Rainbird 1804-SAM-R-VAN14 Adust./Full Rotary Spray Head	45	0.63	8' - 14'
●	Rainbird 1804-SAM-R-VAN18 Adust./Full Rotary Spray Head	45	0.98	13' - 18'
●	Rainbird 1804-SAM-R-VAN24 Adust./Full Rotary Spray Head	45	1.84	17' - 24'

⊗ Drip Emitter - Rainbird Xeri-Bug XB-20PC w/ PC-DIFF-PPL Diffuser Cap - 4 / Tree, 2/Shrub

⊙ Rainbird RWS (Root Watering System) - RWS-B-C-1401(.25 GPM)

⊕ Automatic Control Valve - Rainbird PEB - See Plan for Sizes

⊕ Drip Control Zone - Rainbird XCZ-100-PRBCOM

⊙ Quick Coupling Valve Assembly

Ⓢ EPA WaterSense Controller - Rainbird ESP4ME3 w/ (2) ESP-SM3 Modules - 10 Stations
LNK2WIFI and WR2-RFC Rain Sensor

----- Lateral Pipe - Schedule 40 PVC

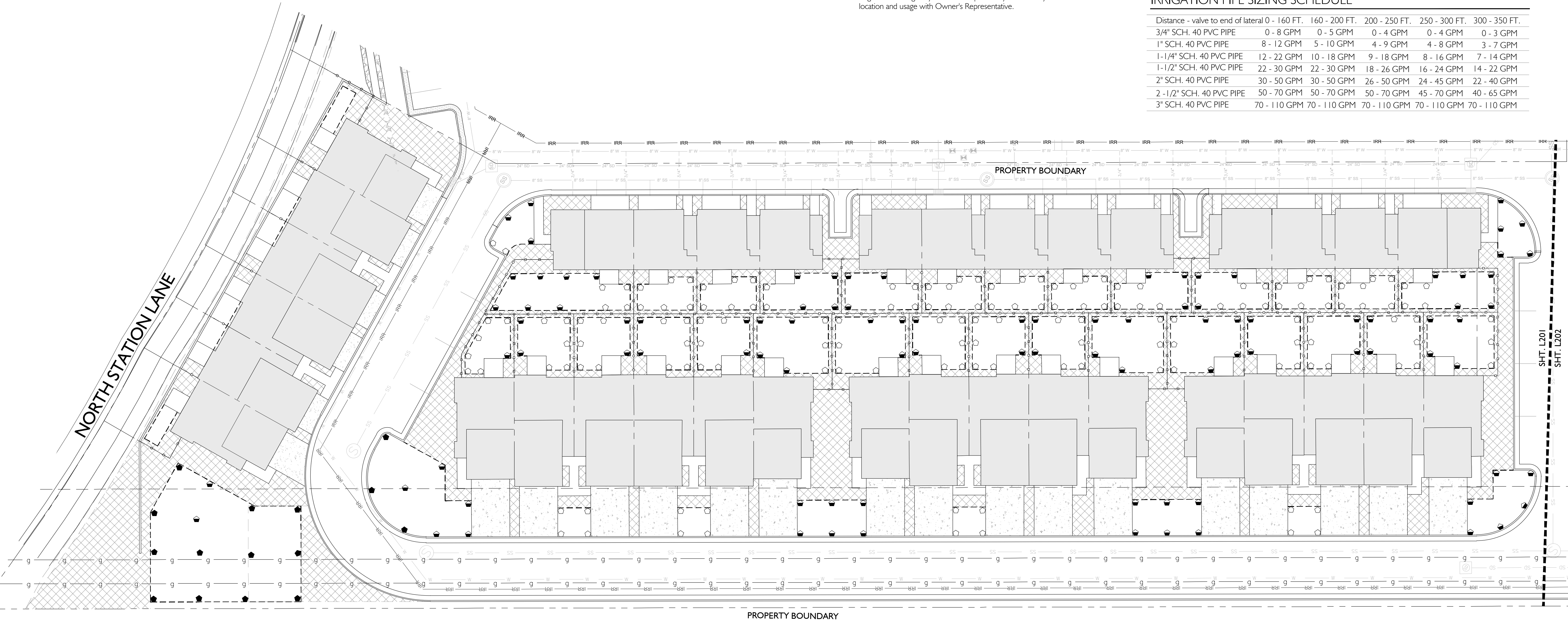
— Mainline - 2" Schedule 40 PVC

S Irrigation Sleeving (See Plan)

A-01	Valve #
26.7	GPM
1 1/2"	Valve Size

IRRIGATION PIPE SIZING SCHEDULE

Distance - valve to end of lateral	0 - 160 FT.	160 - 200 FT.	200 - 250 FT.	250 - 300 FT.	300 - 350 FT.
3/4" SCH. 40 PVC PIPE	0 - 8 GPM	0 - 5 GPM	0 - 4 GPM	0 - 4 GPM	0 - 3 GPM
1" SCH. 40 PVC PIPE	8 - 12 GPM	5 - 10 GPM	4 - 9 GPM	4 - 8 GPM	3 - 7 GPM
1-1/4" SCH. 40 PVC PIPE	12 - 22 GPM	10 - 18 GPM	9 - 18 GPM	8 - 16 GPM	7 - 14 GPM
1-1/2" SCH. 40 PVC PIPE	22 - 30 GPM	22 - 30 GPM	18 - 26 GPM	16 - 24 GPM	14 - 22 GPM
2" SCH. 40 PVC PIPE	30 - 50 GPM	30 - 50 GPM	26 - 50 GPM	24 - 45 GPM	22 - 40 GPM
2-1/2" SCH. 40 PVC PIPE	50 - 70 GPM	50 - 70 GPM	50 - 70 GPM	45 - 70 GPM	40 - 65 GPM
3" SCH. 40 PVC PIPE	70 - 110 GPM	70 - 110 GPM	70 - 110 GPM	70 - 110 GPM	70 - 110 GPM



PROPERTY BOUNDARY

IRRIGATION PIPE SIZING SCHEDULE

Distance - valve to end of lateral	0 - 160 FT.	160 - 200 FT.	200 - 250 FT.	250 - 300 FT.	300 - 350 FT.
3/4" SCH. 40 PVC PIPE	0 - 8 GPM	0 - 5 GPM	0 - 4 GPM	0 - 4 GPM	0 - 3 GPM
1" SCH. 40 PVC PIPE	8 - 12 GPM	5 - 10 GPM	4 - 9 GPM	4 - 8 GPM	3 - 7 GPM
1-1/4" SCH. 40 PVC PIPE	12 - 22 GPM	10 - 18 GPM	9 - 18 GPM	8 - 16 GPM	7 - 14 GPM
1-1/2" SCH. 40 PVC PIPE	22 - 30 GPM	22 - 30 GPM	18 - 26 GPM	16 - 24 GPM	14 - 22 GPM
2" SCH. 40 PVC PIPE	30 - 50 GPM	30 - 50 GPM	26 - 50 GPM	24 - 45 GPM	22 - 40 GPM
2-1/2" SCH. 40 PVC PIPE	50 - 70 GPM	50 - 70 GPM	50 - 70 GPM	45 - 70 GPM	40 - 65 GPM
3" SCH. 40 PVC PIPE	70 - 110 GPM	70 - 110 GPM	70 - 110 GPM	70 - 110 GPM	70 - 110 GPM

IRRIGATION SCHEDULE

Sym.	Model	PSI	GPM	RADIUS
⊙	Rainbird 1804-SAM-R-VAN14 Adjust./Full Rotary Spray Head	45	0.63	8' - 14'
⬢	Rainbird 1804-SAM-R-VAN18 Adjust./Full Rotary Spray Head	45	0.98	13' - 18'
●	Rainbird 1804-SAM-R-VAN24 Adjust./Full Rotary Spray Head	45	1.84	17' - 24'

⊠ Drip Emitter - Rainbird Xeri-Bug XB-20PC w/ PC-DIFF-PPL Diffuser Cap - 4 / Tree, 2/Shrub

⊙ Rainbird RWS (Root Watering System) - RWS-B-C-1401 (.25 GPM)

⊕ Automatic Control Valve - Rainbird PEB - See Plan for Sizes

⊕ Drip Control Zone - Rainbird XCZ-100-PRBCOM

⊕ Quick Coupling Valve Assembly

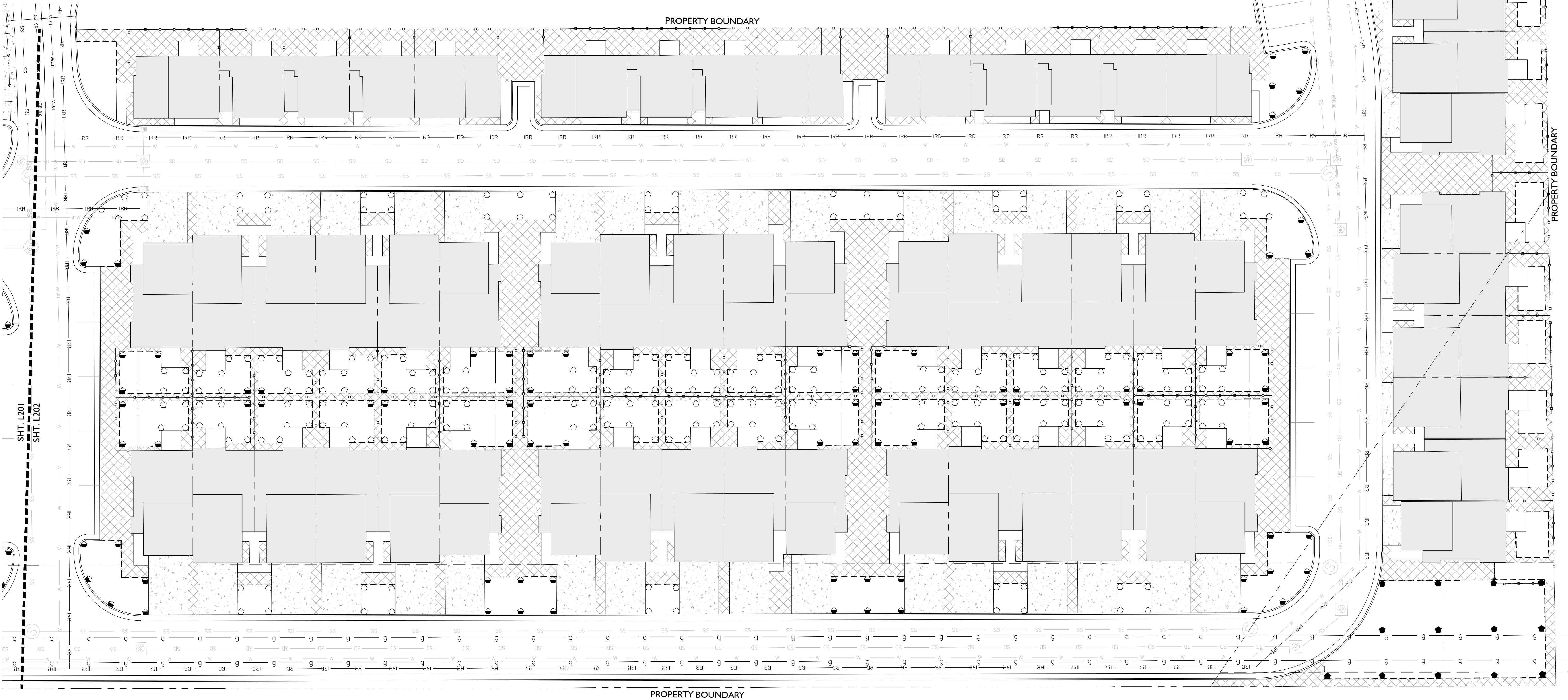
⊠ EPA WaterSense Controller - Rainbird ESP4ME3 w/ (2) ESP-SM3 Modules - 10 Stations
LNK2WiFi and WR2-RFC Rain Sensor

----- Lateral Pipe - Schedule 40 PVC

— Mainline - 2" Schedule 40 PVC

S Irrigation Sleeve (See Plan)

A-01	Valve #
26.7	GPM
1 1/2"	Valve Size



ISSUE DESCRIP.	DATE
	8.12.2026

#	REV. DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		

This drawing, as an instrument of professional service, and shall not be used, in whole or part, for any other project without the written permission of SCOTT THOMAS BLAKE DESIGN L.L.C. Copyright © 2026



Farmington City Planning Commission Staff Report September 17, 2026

Item 2: Curtis Rezone – OTR to R-4

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

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

Update

A public hearing was previously held for this item on July 16, 2026. After receiving comments from the public, the Planning Commission voted to table the item as follows:

‘Randy Hopkins made a motion to TABLE this item for further consideration and request that a Development Agreement be created which limits the potential use of the property under the requested zone.’ The motion passed unanimously.

The comments from the public included concerns about the impact from additional dwellings on parking in the area, and views. Residents in the existing townhome development to the west often park cars in the street due to limited parking areas and children often play in the street per lack of play areas with their project so there are concerns that this will add to those issues.

Since meeting with the Commission back in July. The applicant has sought to get additional details and modify the potential project details to better address comments that were heard. It is worth noting again that the current applicant is the property owner, not a developer. Someone else would actually develop the property at a future date based on the development rights allowed for the property.

While the updated concepts provided by the applicant show a potential development scenario, at the request of the Planning Commission, a development agreement has been drafted which generally limits what could be pursued and establishes some specific standards to address concerns heard by the public.

Upon creating the agreement staff has determined that it would probably be better to utilize a development agreement when a specific project or proposal is under review. The preference of staff would be to simply determine if the proposed zone or another is appropriate for the site or

not, then with a development application an agreement may or may not be necessary to refine details.

The zone requested would permit up to 3 units based on the lot size as 11-13-040 A requires 10,000 square feet for each single family or two family dwelling plus 4,000 for each additional unit. This remains consistent with the number of units shown in the current concept, however the current concept contemplates the use of a PUD (Planned Unit Development) overlay in order to create a private drive and shared open space.

Original Background Information

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

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

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

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

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

The Planning Commission is tasked with making a recommendation to the city council as to whether or not the requested rezone is desirable. The Commission may look to the general plan for guidance in determining whether or not the rezone is appropriate. This is a legislative act that offers broad discretion to the Planning Commission. The General Plan does not have to be followed and a recommendation for or against the request with findings is justified.

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

Alternative Motions

1. Motion to recommend DENIAL of the requested rezone.

Findings:

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

2. Motion to recommend APPROVAL of the requested rezone.

Findings:

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

- i. This motion may choose to recommend use of the development agreement included with this report with or without changes.

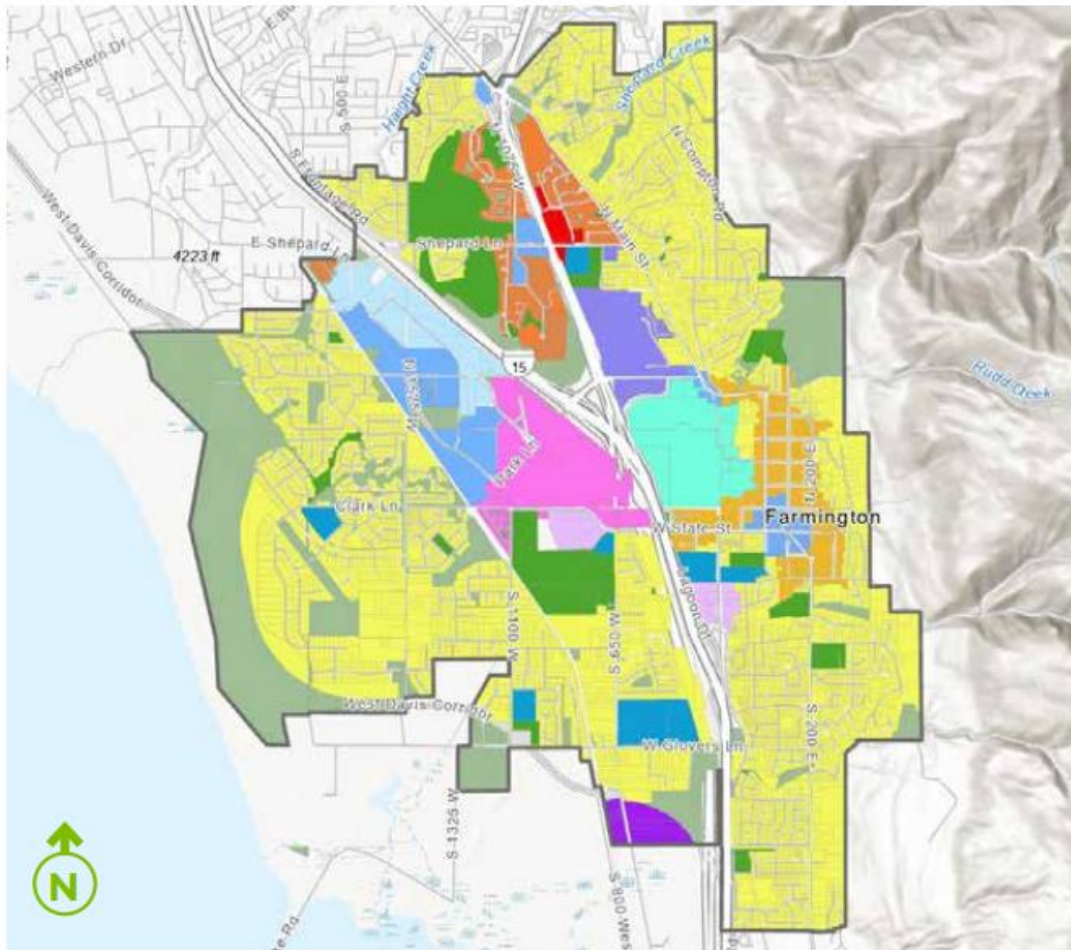
3. Motion to TABLE this item for further consideration and request that a development agreement be created which limits the potential use of the property under the requested zone.

Supplemental Information

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

GENERAL PLAN

11.8 Future Land Use Map



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



5

ZONING MAP



Orange/Brown = BR Zoning District
Yellow = OTR Zoning District
Grey = LR Zoning District

FARMINGTON, UTAH

ORDINANCE NO. 2026 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 37 SOUTH 200 EAST FROM OTR-F TO R-4-F (26-22).

WHEREAS, the Farmington City Planning Commission has held a public hearing and reviewed and made a recommendation to the City Council concerning the proposed Zoning Map amendment from OTR-F (Original Townsite Residential – Foothill Overlay) to R-4 (Multiple Family Residential – Foothill Overlay), pursuant to State Law and the Farmington City Zoning Ordinance; and

WHEREAS, the City Council of Farmington City finds that such Zoning Map amendment should be made;

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

Section 1. Zone Change. The property described as 37 South 200 East all totaled being approximately 0.358 acres in size, is hereby reclassified from zone OTR-F to R-4-F said property being more particularly described/illustrated as set forth in Exhibit A attached hereto and by the referenced made a part hereof.

Section 2. Zoning Map Amendment. The Farmington City Zoning Map shall be amended to show the change.

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

DATED this 4th day of August, 2026.

FARMINGTON CITY

ATTEST:

Brett Anderson, Mayor

DeAnn Carlile, City Recorder

EXHIBIT "A"

Parcel ID 07-031-0101

Address: 37 S 200 E

Legal Description

BEG AT SW COR LOT 4, BLK 8, PLAT B, FARMINGTON TS SURVEY; TH N 85 FT ALG E LINE OF STR; TH S $89^{\circ}34'15''$ E 170 FT TO A PT E 1.66 FT & S 114.22 FT FR NW COR OF SE 1/4 SEC 19-T3N-R1E, SLM; TH S 85 FT; TH N $89^{\circ}34'15''$ W 170 FT TO POB. CONT. 0.335 ACRES. ALSO, BEG AT THE SW COR OF LOT 4, BLK 8, PLAT B, FARMINGTON TS SURVEY, A PART OF THE SW 1/4 OF SEC 19-T3N-R1E, SLM; & RUN TH N 85.00 FT ALG THE W LINE OF BLK 8; TH N $89^{\circ}34'15''$ W 12.00 FT; TH S 85.00 FT; TH S $89^{\circ}34'15''$ E 12.00 FT TO THE POB. (PICKED UP FR STR) CONT. 0.023 ACRES.

TOTAL ACREAGE 0.358 ACRES.

After recording, please send to:

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

DEVELOPMENT AGREEMENT

This Sub-Development Agreement (this “Agreement”) is made and entered into as of the Effective Date (defined below), by and between Tani Curtis (“Owner”), and Farmington City, a municipality and political subdivision of the State of Utah (the “City”). City and Owner are jointly referred to as the “Parties” and each individually as a “Party.”

RECITALS:

A. Owner owns 0.36 acres of land on the northeast corner of Burke Lane and Maker Way identified as parcel ID #07-031-0101 and more particularly described on Exhibit A attached hereto (the “Property”).

B. By executing the consent and acknowledgment below, Owner agrees that the Property shall receive the entitlements and be subject to the rights, benefits, and obligations set forth in this Agreement.

E. By this Agreement, the City and Owner confirm the Property’s vested entitlements for development of the Property. The City has determined that entering into this Agreement furthers the purposes Title 10, Chapter 9a 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 rezone of the Property (defined below) in accordance with the terms and provisions of this Agreement and the specific restrictions as outlined herein. This Agreement is a “development agreement” within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-9a-102(2).

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, Owner 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. "Final Plat" means the recordable map or other graphical representation of land prepared in accordance with Utah Code § 10-9a-603, or any successor provision, and approved by the City, effectuating a subdivision of any portion of the Property.
- 1.2.8. "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 Property based upon the terms of this Agreement.
- 1.2.9. "Land Use Application" means an application required by Title 11 of the City Code that is required to develop land and construct improvements thereon.
- 1.2.10. "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.
- 1.2.11. "Open Space" means areas within the Property that include natural areas, landscaping, trails, or other areas of the Property that are not Lots.
- 1.2.12. "Private Roads" means the private roads located in the Property.
- 1.2.13. "Project" means the development to be constructed by Owner on the Property and includes, but is not limited to a Medical Facility, Private Roads, and Open Space.
- 1.2.14. "System Improvement" means an improvement that is designed to serve areas within the community at large and which may serve the Property as a part of the community at large.
- 1.2.15. "Term" has the meaning set forth in Subsection 15.2 below.

2. **Effective Date.** This Agreement is effective as of [Date] (the “Effective Date”).

3. **Vested Rights and Legislative Powers.**

3.1. **Vested Rights.** As of the Effective Date, Owner has the vested right to proceed with the development of the Property in accordance with this Agreement, including the restrictions outlined herein, and Applicable Law. Specifically, Owner is vested with the right to:

3.1.1. Develop and construct the Property in accordance with the provisions found in Section 11-13 (Multi-Family Residential Zones) of the Farmington City Municipal Ordinance, and this agreement.

3.1.2. Develop the Property in accordance to the permitted uses in the Farmington City R-4 zone including but not limited to single family attached or detached dwelling units.

3.1.3. The Parties specifically intend that this Agreement grants to Owner, and its permitted assigns, “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann., §10-9a-509. To the maximum extent permissible under the laws of Utah and at equity, the City and Owner intend that this Agreement be construed to grant Owner all vested rights to develop the Property in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the Effective Date of this Agreement. The Parties intend that the rights granted to Owner under this Agreement are contractual and are in addition to those rights that exist under statute, common law, and at equity.

3.2. **Applicable Law.** The City’s Future Laws with respect to the Property or the Property shall not apply except as follows:

3.2.1. **Development Agreement.** Future Laws that Owner agrees in writing to the application thereof to the Property;

3.2.2. **Compliance with State and Federal Laws.** Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Property and do not effect a taking of the right to develop the uses and the densities described in this Agreement;

3.2.3. **Safety Code Updates.** Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or

similar construction or safety related codes, such as the International Building Code, the APWA Specifications, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety, or welfare;

3.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and/or entities similarly situated;

3.2.5. Fees. Changes to the amounts of fees for the processing of Land Use Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law; and

3.2.6. Impact Fees. Impact fees or modifications thereto which are lawfully adopted, imposed, and collected on all areas of the City.

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

4.1. **Zoning**. The Property will be developed in accordance with (i) this Agreement and (ii) the requirements of the R-4 zoning district.

4.2. **Additional Restrictions and Clarifications**. Owner consents to additional requirements or restrictions which may differ from those found within the Farmington City Municipal Ordinances as follows:

4.2.1. Maximum Unit Count. Owner shall be limited to a maximum of 3 residential units which must be platted individually for potential owner occupancy.

4.2.2. Parking. Owner shall be required to provide a minimum of 4 parking stalls per residential unit which may be located within an attached or detached garage and driveways. In addition to the 2 stalls per unit, Owner shall provide a minimum of 2 guest stalls on the Property.

4.2.3. Open Space. If developed for more than 1 unit, Owner shall provide a minimum of 20% open space as common area or private yard space for use of future residents.

5. **City's Obligations**.

5.1. **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; (b) promptly meet and consider such actions as required by Title 10, Chapter 9a 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 Owner from time to time. The City shall cooperate with Owner and contractors working on the Property 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 Owner, 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. **Future Approvals.** Owner is required to submit Land Use Applications through the regular land development process and such Land Use Applications shall be reviewed by the City's staff. The City's staff shall approve a Land Use Application if the Land Use Applications complies with this Agreement and the applicable provisions of the City Code. All future Land Use Application approvals will be reviewed in accordance with the vested rights referenced in Section 3.1 of the Agreement.

7. **Assignment.** Notwithstanding anything to the contrary in this Agreement, the rights and responsibilities of Owner under this Agreement may be assigned in whole or in part by Owner without the consent of the City, where such assignment is to an future owner of the Property.

8. **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.

9. **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.

10. **Legal Rights.** The Owner is represented by counsel or has had an opportunity to receive advice from counsel on this matter. The Owner agrees that any obligation entered into in this Development Agreement that may be construed as a restriction of the Owner's rights under clearly established state law, then its inclusion in this written agreement constitutes adequate disclosure under section 10-9a-532(2)(c)(i) of the Utah Code. The Owner agrees that it will not attempt to void any obligation identified in this Development Agreement under section 10-9a-532(2)(c)(ii), and agrees to waive any objection to a condition of this Development Agreement pursuant to that subsection of Utah law.

11. **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) or 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 Owner:

Tani Curtis.

CONTACT INFO:

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.

12. **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.

13. **General Terms and Conditions.**

13.1. **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 Property in effect on the Effective Date (the "Applicable Law"), including the applicable City Code, resolutions, state law, and federal law.

13.2. **Run with the Land.** This Agreement shall be recorded against the Property. 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 Property, or portion thereof, as applicable, with respect to that portion of the Property owned by such successors in ownership.

13.3. **Default & Remedies.** If either Owner or the City fails to perform their respective obligations under the terms of this Agreement (as applicable, the “Defaulting Party”), the non-defaulting party shall provide written notice to the Defaulting Party specifically identifying the claimed event of default and the applicable provisions of this Agreement claimed to be in default. The Defaulting Party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The Parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the Parties shall have the rights and remedies available at law and in equity, including injunctive relief or specific performance, but excluding the award or recovery of any damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights. If the City elects to consider terminating this Agreement due to an uncured default by Owner, then the City shall give to Owner 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. Owner 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 through an appropriate judicial proceeding.

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

13.5. **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 Owner may deliver a notice of rescission to the City to terminate this Agreement. Upon Owner’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 recission, whereupon this Agreement shall automatically terminate, and the Parties shall have no further rights or obligations under this Agreement.

13.6. **Ethical Standards.** Owner 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.

13.7. **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 Owner, 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 Owner's operations, or authorizes funding or payments to Owner. This section does not apply to elected offices.

13.8. **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.

13.9. **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.

13.10. **Third Party Rights.** The Parties to this Agreement are Owner 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.

13.11. **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.

13.12. **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.

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

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

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

Owner:

[Tani Curtis.]

By: _____

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

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

Notary Public

FARMINGTON CITY

By: _____

Its: _____

DeAnn Carlile
City Recorder

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.

Approved as to Form:

11

EXHIBIT A

Description of the Property

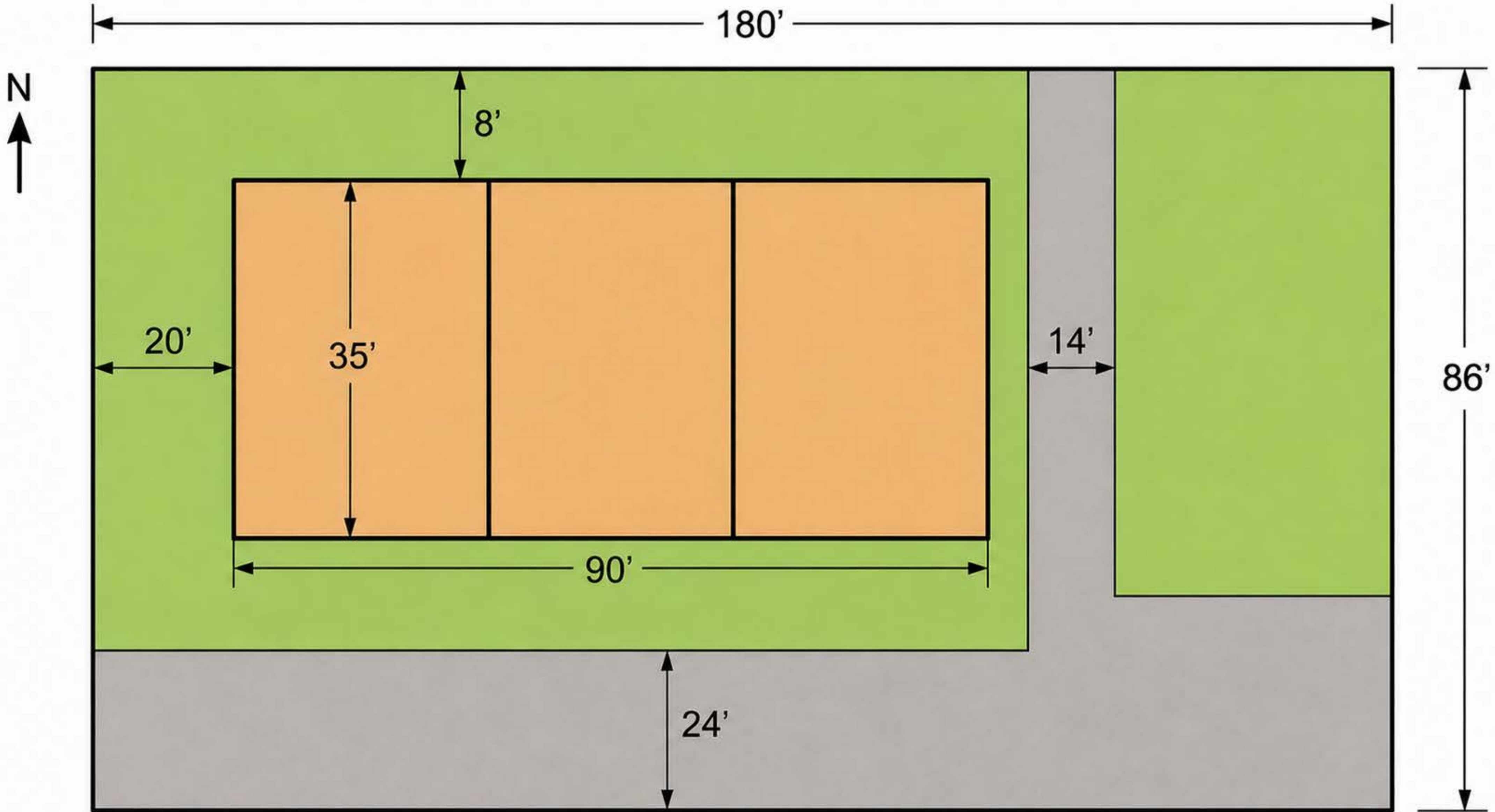
Davis County Parcel ID # 07-031-0101

Legal Description:

BEG AT SW COR LOT 4, BLK 8, PLAT B, FARMINGTON TS SURVEY, TH N 85 FT ALG E LINE OF STR, TH S 89°34'15" E 170 FT TO A PT E 1.88 FT & S 114.22 FT FR NW COR OF SE 1/4 SEC 19-T3N-R1E, SLM, TH S 85 FT, TH N 89°34'15" W 170 FT TO POB. CONT. 0.335 ACRES. ALSO: BEG AT THE SW COR OF LOT 4, BLK 8, PLAT B, FARMINGTON TS SURVEY, A PART OF THE SW 1/4 OF SEC 19-T3N-R1E, SLM, & RUN TH N 85.00 FT ALG THE W LINE OF BLK 8, TH N 89°34'15" W 12.00 FT, TH S 85.00 FT, TH S 89°34'15" E 12.00 FT TO THE POB (PICKED UP FR STR) CONT. 0.023 ACRES. TOTAL ACREAGE 0.358 ACRES.

Visual:







E State St

S 200 E

McCall Ln.





CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, September 15, 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

WORK SESSION – 6:00 p.m.

- Davis County Animal Care Update by Michelle Hicks
- Cole Clawson, caseworker for Congresswoman Celeste Maloy's Constituent Services.
- Utility Overpayment Reimbursement discussion
- Mayor Anderson & City Council Reports

REGULAR SESSION – 7:00 p.m.

CALL TO ORDER:

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

SUMMARY ACTION LIST:

1. Authorization for Disposition of Evidence Items
2. Minutes Approval for 09-01-26
3. Monthly Financial Report for August 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 September 10, 2026

DeAnn Carlile, City Recorder