

Farmington City Planning Commission

May 18, 2023

PLANNING COMMISSION MEETING NOTICE AND AGENDA

Thursday May 18, 2023

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

CONDITIONAL USE PERMIT – public hearing

1. James Nelson – Applicant is requesting a Conditional Use Permit approval for a detached ADU (Accessory Dwelling Unit) located at 83 E 1150 S, in the R (Residential) zone.

SPECIAL EXCEPTION – public hearing

2. Trevor Peterson – Applicant is requesting a Special Exception approval, to exceed the maximum driveway approach allowance, located at 2168 W Chapman Lane, in the AE (Agricultural Estates) zone.

3. Zach and Karli Johnson – Applicant is requesting a Special Exception approval, to exceed the maximum building height on a main dwelling, located at 1026 S Water Turn Dr., in the LR-F (Large Residential – Foothill) zone.

SUBDIVISION APPLICATION – no public hearing

4. Wright Development Group – Applicant is requesting Preliminary Plat approval for the Hess Farms Townhome Subdivision, located at approximately 900 N, on the north-end of Lagoon Dr.

ZONE TEXT AMENDMENTS – no public hearing

5. Farmington City – Applicant is requesting consideration for Amendments to the Farmington City Zoning Ordinance. The purpose of these amendments is to resolve inconsistencies between sub-paragraphs under Section 11-17-050 regarding the location of accessory buildings and garages in Side Corner Yards in the OTR zone, and possibly other zone text changes as well.

OTHER BUSINESS

6. Miscellaneous, correspondence, etc.
    a. Minutes Approval 05.04.2023
    b. City Council Report 05.16.2023
    c. Other

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

CERTIFICATE OF POSTING I hereby certify that the above notice and agenda were posted at Farmington City Hall, the State Public Notice website, the city website www.farmington.utah.gov, and emailed to media representatives on May 12, 2023 *Carly Rowe, Planning Secretary*

Planning Commission Staff Report
May 18, 2023

Item 2: Conditional Use – Nelson ADU

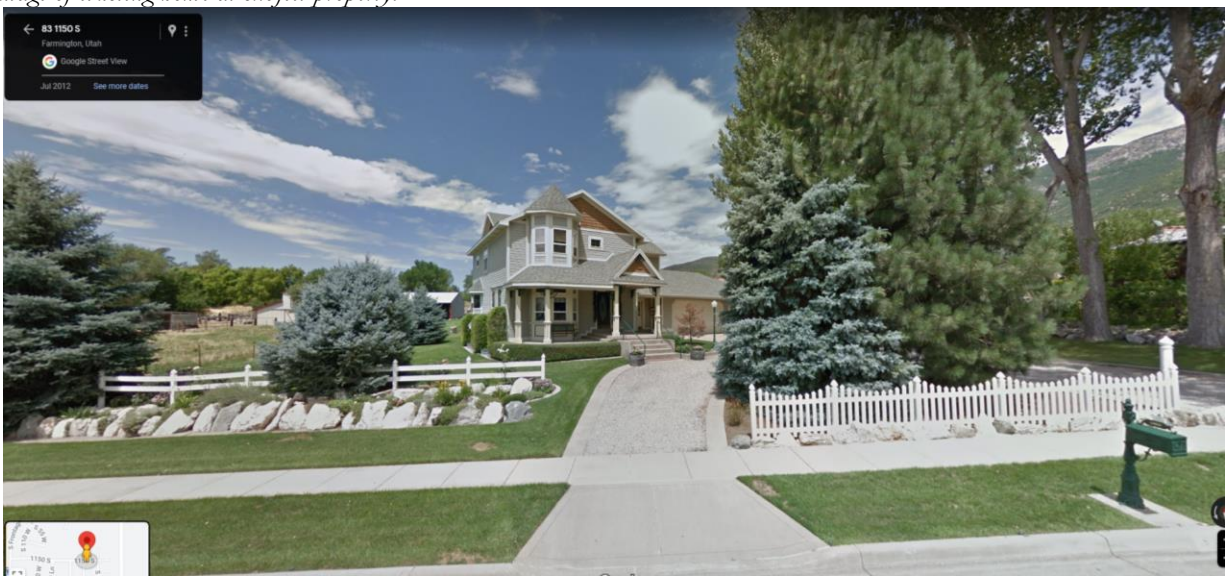
Public Hearing:	Yes
Application No.:	C-6-23
Property Address:	83 East 1150 South
General Plan Designation:	LDR (Low Density Residential)
Zoning Designation:	A (Agriculture)
Area:	0.43 acres
Property Owner:	James and Dianne Nelson

Request: *The applicant is seeking approval for a conditional use permit for an Accessory Dwelling Unit (ADU).*

Background Information

The applicant is requesting conditional use approval to establish an ADU in rear yard of the subject property. The proposed ADU is a single-story structure with a single bedroom, kitchen, and bath. The proposed building does not include a garage space nor is additional parking proposed for the lot; however, the existing home exceeds the required amount of minimum parking meeting the needs of the main existing home and the new ADU. The ADU is subordinate in height and size to the main home and falls within the allowed lot coverage of the zone.

Image of existing home at subject property:



Suggested Motion

Move the Planning Commission approve the conditional use permit for the ADU subject to all applicable Farmington City development standards and ordinances and the following:

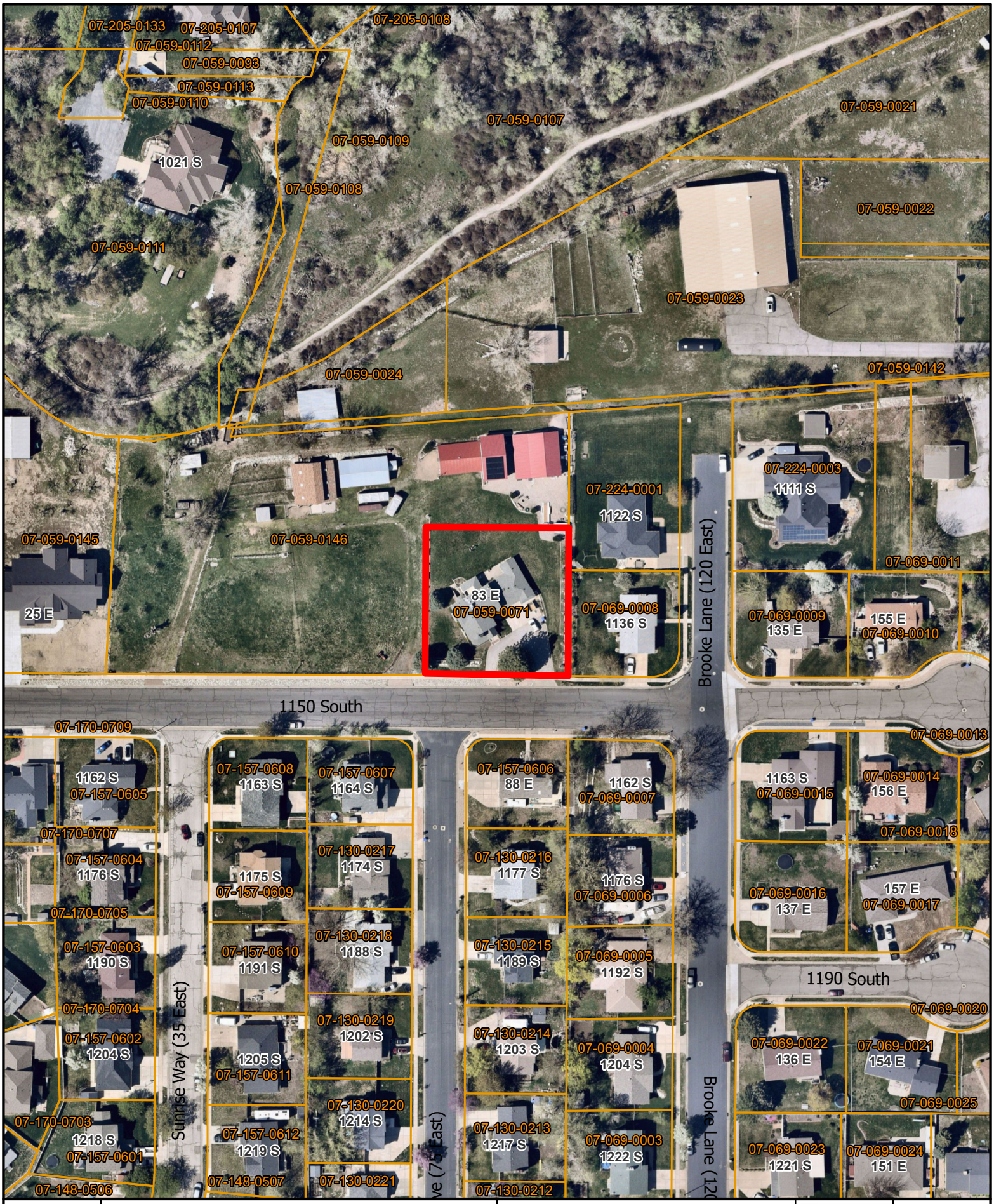
1. The applicant must meet all requirements of building code to the satisfaction of the Building Official.
2. The applicant must follow all standards set forth in Section 11-28-200 of the Zoning Ordinance titled "Accessory Dwelling Units and Internal Accessory Dwelling Units".
3. The ADU shall either be shifted so as to all fall within the same parcel as the main home in accordance with applicable setback requirements of the A zoning district, or the property boundary shall be amended by a lot line adjustment ensuring that the ADU meets setback requirements for the applicable zone and does not cross property lines per the IRC. (This is easily satisfied as the property owner controls the subject property and the adjacent property)

Findings for Approval:

1. The ADU increases housing availability in Farmington.
2. The ADU is reasonably necessary to the general wellbeing of the applicant and community, as it provides a service.
3. As per City ordinance the ADU must have at off-street parking space in addition to the parking required for the main home. The property is large enough to accommodate the necessary parking requirements.
4. The proposed conditions can mitigate reasonably anticipated detrimental impacts to the neighborhood.

Supplemental Information

1. Vicinity Map
2. Site Plan and Elevations
3. Section 11-28-200--Accessory Dwelling Units and Internal Accessory Dwelling Units



FARMINGTON

VICINITY MAP

83 E 1150 S

0 40 80 120 160 Feet

0 10 20 30 40 Meters

N W FC E S

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

Project: ADU for
Jim & Dianne Nelson

Parcel #070590071
83 East 1150 South
Farmington, Utah
Contact: Jim Nelson
801 547-7780

ALL WORK SHALL COMPLY WITH THE FOLLOWING CODES:

2018 EDITION OF THE INTERNATIONAL BUILDING CODE (IBC), TO INCLUDE APPENDIX J, ISSUED BY THE INTERNATIONAL CODE COUNCIL

2017 EDITION OF THE NATIONAL ELECTRIC CODE (NEC), ISSUED BY THE NATIONAL FIRE PROTECTION ASSOCIATION

2018 EDITION OF THE INTERNATIONAL PLUMBING CODE (IPC), ISSUED BY THE INTERNATIONAL CODE COUNCIL

2018 EDITION OF THE INTERNATIONAL MECHANICAL CODE (IMC), ISSUED BY THE INTERNATIONAL CODE COUNCIL

2018 EDITION OF THE INTERNATIONAL REISDENTIAL CODE (IRC), ISSUED BY THE INTERNATIONAL CODE COUNCIL

2018 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC) ISSUED BY THE INTERNATIONAL CODE COUNCIL

2018 EDITION OF THE INTERNATIONAL FUEL GAS CODE (IFGC), ISUED BY THE INTERNATIONAL CODE COUNCIL

2018 EDITION OF THE INTERNATIONAL FIRE CODE

SHEET INDEX:

G101 - TITLE PAGE

S101 - SITE PLAN

A101 - MAIN FLOOR PLAN
A102 - FOUNDATION DIMENSIONS

A201 - EXTERIOR ELEVATIONS

A301 - CROSS SECTION

E101 - MAIN FLOOR ELECTRICAL PLAN

SQUARE FOOTAGE INDEX:

MAIN FLOOR: 864 SQ FT
COVERED PORCH: 176 SQ FT

GENERAL NOTES

1. THE GENERAL CONTRACTOR, ALL SUPPLIERS AND SUBCONTRACTORS WILL FOLLOW THE DIRECTION OF THE OWNER TO MAINTAIN UNDISTURBED AREAS OF THE SITE THAT ARE OUTSIDE THE PROJECT LIMIT LINE.
2. THE PURPOSE OF THE CONTRACT DOCUMENTS IS TO DESCRIBE THE DESIGN INTENT OF THE PROPOSED IMPROVEMENTS. IN ORDER TO FULLY UNDERSTAND THE SCOPE OF THE WORK INVOLVED THE GENERAL AND SUB CONTRACTORS ARE RESPONSIBLE FOR VISITING THE SITE AND STUDYING THE CONTRACT DOCUMENTS PRIOR TO BIDDING OR COMMENCING WORK. THE GENERAL AND SUB CONTRACTORS WILL BE RESPONSIBLE FOR PROVIDING ALL WORK AND MATERIALS RELATED TO THE CONSTRUCTION DESCRIBED, WHETHER FULLY SPECIFIED OR NOT, SUCH AS FASTENERS, CONNECTORS, CAULKING, HARDWARE, FINISHES AND OTHER SUCH WORK THAT WOULD CONSTITUTE A COMPLETE APPLICATION
3. THE CONTRACTOR AND SUB CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE SITE AND WORK PERFORMED BY OTHER TRADES. DO NOT SCALE DRAWINGS, IF DIMENSIONS ARE IN QUESTION THE CONTRACTOR OR SUB CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE DESIGNER PRIOR TO CONTINUING CONSTRUCTION OF THE AREA IN QUESTION.
4. DIMENSIONS ARE TO THE CENTERLINE OF STEEL, THE NOMINAL FACE OF CONCRETE OR MASONRY AND THE FACE OF STUDS, UNLESS OTHERWISE NOTED.
5. ALL DETAILS, SECTIONS AND NOTES SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS ELSEWHERE UNLESS NOTED OR SHOWN OTHERWISE. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER THESE GENERAL NOTES. IF GENERAL NOTES AND SPECIFICATIONS APPEAR TO BE IN CONFLICT CONTACT DESIGNER FOR CLARIFICATION BEFORE PROCEEDING WITH CONSTRUCTION.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST ADOPTED VERSION OF THE INTERNATIONAL BUILDING CODE, ANY LOCAL AMMENDMENTS TO IT, AND ALL OTHER APPLICABLE CODES, REGULATIONS AND STANDARDS.
7. ALL ASTM DESIGNATIONS SHALL BE AS AMENDED TO DATE, UNLESS NOTED OTHERWISE.
8. MANUFACTURER'S SPECIFICATIONS SHALL BE FOLLOWED FOR INSTALLATION OF ALL MATERIALS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY AND PROTECTION IN AND AROUND THE JOB SITE AND/OR ADJACENT PROPERTIES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL DESIGN AND ENGINEERING OF THE FOLLOWING SUB TRADES: ELECTRICAL, PLUMBING, HVAC. PREPARE AND SUBMIT ALL ADDITIONAL DRAWINGS AND SPECIFICATIONS NECESSARY TO OBTAIN RELATED PERMITS.
11. DURING AND AFTER CONSTRUCTION THE CONTRACTOR AND/OR OWNER SHALL KEEP THE LOADS ON THE STRUCTURE WITHIN THE LIMITS OF THE DESIGN LOADS.
12. ALL WORKMANSHIP ON THE PROJECT SHALL CONFORM TO THE BEST QUALITY OF THE TRADE.
13. PATCH AND REPAIR ALL FINISHED SURFACES DAMAGED BY CONSTRUCTION TO THE SATISFACTION OF THE OWNER.
14. "TYP" OR "TYPICAL", AS USED IN THESE DOCUMENTS, MEAN THAT THE CONDITION IS THE SAME OR REPRESENTATIVE FOR ALL SIMILAR CONDITIONS UNLESS OTHERWISE NOTED. DETAILS ARE USUALLY KEYED AND NOTED "TYPICAL" ONLY WHEN THEY FIRST OCCUR AND ARE REPRESENTATIVE FOR SIMILAR CONDITIONS THROUGHOUT, UNLESS NOTED OTHERWISE.
15. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO PLACE PROTECTIVE AND DUST BARRIERS AND TO KEEP EXISTING FINISHED AREAS CLEAN AND UNOBSTRUCTED AT ALL TIMES.
16. BEFORE STARTING A PROPOSAL, ALL BIDDERS SHALL CAREFULLY EXAMINE THE DRAWINGS, SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS; SHALL VISIT THE SITE OF THE WORK; SHALL FULLY INFORM THEMSELVES AS TO ALL EXISTING CONDITIONS AND LIMITATIONS AND SHALL INCLUDE IN THE PROPOSAL THE COST OF ALL ITEMS INCLUDED IN THE CONTRACT AND APPURTENANCES REQUIRED TO CONSTITUTE A COMPLETE INSTALLATION.
17. FURNISH EVERYTHING NECESSARY AND INCIDENTAL FOR PROPER AND SATISFACTORY COMPLETION OF ALL WORK SPECIFIED, INDICATED OR SHOWN IN THE CONTRACT DOCUMENTS.
18. ALL EXPOSED SURFACES THAT HAVE BEEN MODIFIED, INSTALLED OF AFFECTED BY THE CONSTRUCTION PROCESS SHALL BE CLEANED, VACUUMED OR DUSTED IN ORDER TO LEAVE THE PREMISES READY FOR OCCUPANCY WITH NO FURTHER CLEANING NECESSARY BY THE OWNER.
19. COORDINATE WITH THE OWNER TO SCHEDULE UTILITY DOWNTIMES. PROVIDE 48 HOURS MINIMUM NOTICE PRIOR TO ARRANGING FOR DOWNTIMES.
20. CONTRACTOR PARKING, DELIVERIES, AND STORAGE: THE GENERAL CONTRACTOR SHALL COORDINATE WITH THE OWNER FOR APPROVED LOCATIONS FOR PARKING, DELIVERIES, AND MATERIAL STORAGE, AND SHALL NOTIFY ALL SUPPLIERS AND SUB CONTRACTORS OF REQUIREMENTS. PARKING AND STORAGE ARE NOT TO DAMAGE EXISTING LANDSCAPE OR TERRAIN.
21. AT THE COMPLETION OF EACH WORK DAY CLEAN THE SITE OF ALL DEBRIS AND WASTE. INSTALL NECESSARY SAFETY BARRIERS, AND STORE TOOLS OUT OF THE WAY.
22. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR PROTECTION AND SECURITY OF THE PROJECT, SUBCONTRACTORS ARE RESPONSIBLE FOR PROTECTION, SECURITY AND WEATHER PROTECTION OF THE PROJECT AS IT RELATES TO THE PERFORMANCE OF THEIR TRADE FROM WEATHER, DEMOLITION, CONSTRUCTION, THEFT, VANDALISM, ETC. WHEN ANY PORTION OF THE ROOF IS REMOVED THE CONTRACTOR PERFORMING SUCH ROOF WORK WILL BE FULLY RESPONSIBLE FOR COMPLETE PROTECTION FROM INCLEMENT WEATHER.
23. THE GENERAL CONTRACTOR ASSUMES FULL LIABILITY FOR ANY PROBLEMS THAT MAY ARISE DUE TO POTENTIAL ERRORS, OMISSIONS, AND/OR CONFLICTS ON THESE PLANS. IF ANY SUCH ERRORS ARE FOUND CONTACT THE DESIGNER FOR CLARIFICATION AS NEEDED,
24. THE GENERAL AND SUB CONTRACTORS MUST SUBMIT A WRITTEN REQUEST FOR, AND OBTAIN, THE DESIGNERS WRITTEN PRIOR APPROVAL FOR ALL CHANGES, MODIFICATIONS AND/OR SUBSTITUTIONS, IF NOT THE CONTRACTOR WILL BE RESPONSIBLE TO BEAR ALL LIABILITY AND COSTS ASSOCIATED WITH SUCH CHANGES.

Homeowner:
Jim & Dianne Nelson
801 547-7780

General Contractor:

NELSON RESIDENCE
ADU PLAN
83 East 1150 South
Farmington, Utah

SHEET NO:
G101

DESCRIPTION:
TITLE PAGE

Scale: 1/4" = 1 Foot

Creative Line L.L.C.
Custom Home Solutions
CreativeLinePlans.com

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801 628-7041

Nelson Residence
Parcel #070590071

83 East 1150 South
Farmington, Utah

Area: 18,900 Sq. Ft.
.43 Acres

Scale: 1" = 8'

NORTH

Property Line

Building Setbacks

FINISHED FLOOR ELEVATIONS:

ADU MAIN FLOOR: 108.5'

ZONE R

ACCESSORY BUILDING REQUIREMENTS:

DISTANCE FROM HOME: 6'
MAX COVEREAGE: 25% OF REAR YARD
MAX HEIGHT: 15'

Note: All storm water and dirt will be kept on site during construction until final landscaping is done.

Note: Surface drainage shall be diverted to a storm sewer conveyance or other approved point of collection so as to not create a hazard. Lot shall be graded so as to drain surface water away from foundation walls. The grade away from the foundation walls shall fall a minimum of 6 inches within the first 10 feet (min. 5% slope.)

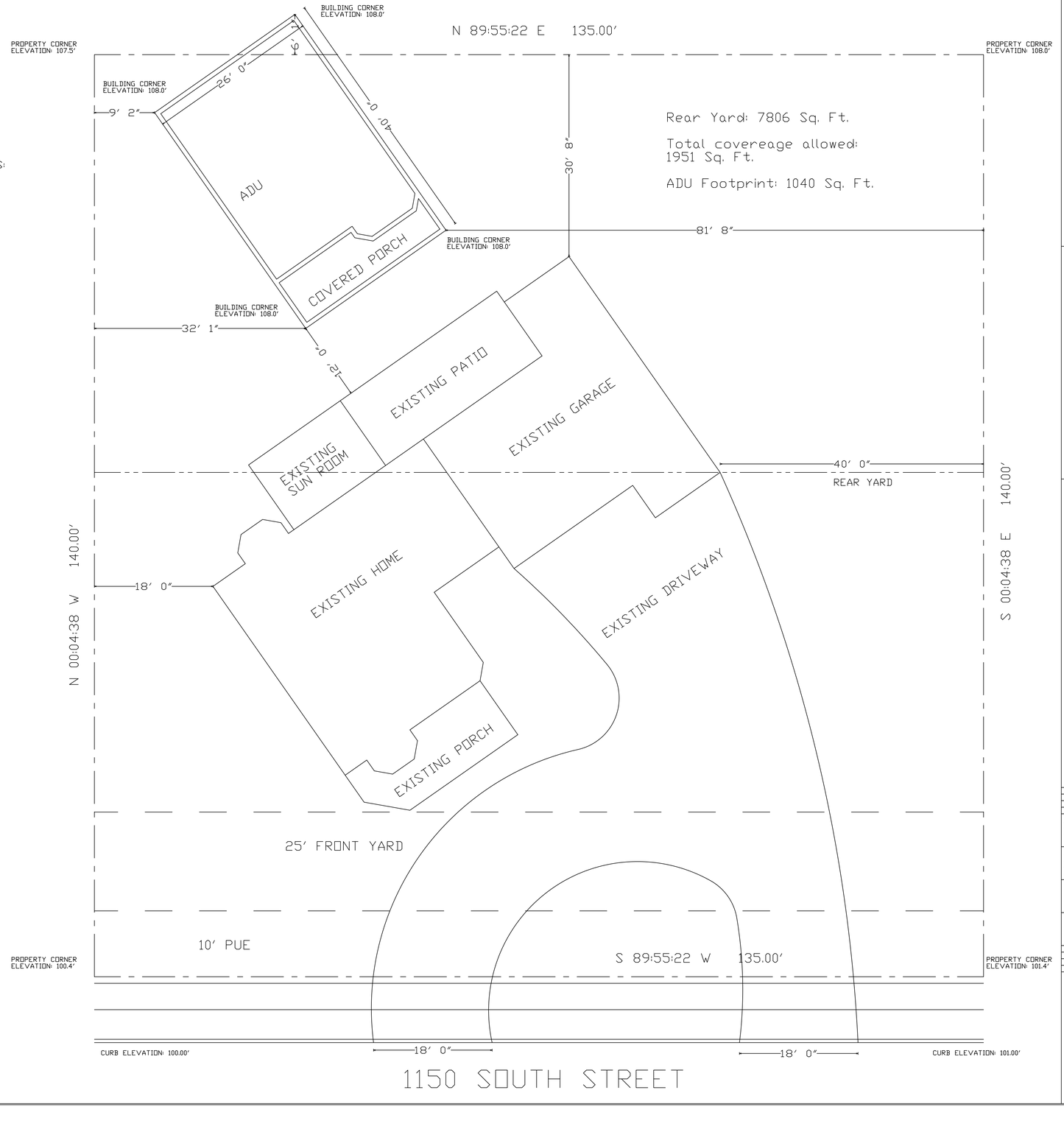
Note: The grade adjacent to all foundation walls shall fall a minimum of 6 inches within the first 10 feet (5% slope). R401.3 Landings, ramps, patios, porches or decks, which are required to be level or can have a maximum slope of 1/4" per foot. All other impervious surfaces within 10 feet of the foundation walls must slope a minimum of 1/4" per foot away from walls.

Note: Street, curb, and gutter will be inspected and cleaned of all mud and dirt at the end of every day.

Note: Gravel bags (or equivalent BMP) to be placed and maintained around any storm drain inlet adjacent to or immediately downstream from site during construction.

Note: Berms or swales may be required along property lines to prevent storm water flow onto adjacent lots. Final grading shall blend with adjacent lots.

Note: A lined concrete washout area must be provided at the site for all concrete, paint, stucco, or masonry work. Washout on the ground is prohibited.



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801 547-7780

General Contractor:

NELSON RESIDENCE
ADU PLAN
83 East 1150 South
Farmington, Utah

SHEET NO:
S101

DESCRIPTION:
SITE PLAN

Scale: 1/8" = 1 Foot

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FIRE

1. Garage - 5/8" Type 'X' gypsum board on walls and ceiling, or to roof - nail @ 6" O.C. All beams and structural members covered with 5/8" gypsum board.

2. Door between Garage and Dwelling - Solid core wood or "B" label door not less than 1 3/4".

3. Smoke Detectors - Shall receive their primary power from the building wiring and shall be equipped with battery back-up. All detectors shall be wired in series so the alarm is audible in all sleeping areas.

4. Smoke Detectors - Install in each sleeping room. Mount at a central point in the corridor or area giving access to each separate sleeping room.

5. Smoke Detectors - In dwellings with basements and more than one story, a detector shall be installed on each story and in the basement. When sleeping rooms are in an upper level, the detector shall be placed on the ceiling in close proximity to the stairway.

6. Smoke Detectors - Where ceiling height of a room open to the hallway serving the bedrooms exceeds that of the hallway by 24" or more, detectors shall be installed in the hallway and the adjacent room.

7. Space under Stairs - Enclose any usable space under stairs with 5/8" gypsum board.

8. Stair Stringers - Fire block walls at all stair stringers.

9. Fire Blocking - All stud cavities greater than 10'.

10. Carbon monoxide alarms shall be installed on each habitable level of a dwelling unit equipped with fuel burning appliances. All carbon monoxide detectors shall be listed and comply with UL 2034 and shall be installed in accordance with provisions of this code and NFPA 720. R315.3

EXCAVATION

1. Footings - Bear on natural undisturbed soil, free of plant material or debris.

2. Final Grade - Provide positive drainage away from all project foundations - Minimum slope of 5% for first 10', with 1

3. Footings on or adjacent to slope surfaces shall be founded in material with an embedment and setback from the slope surface sufficient to provide vertical and lateral support for the footing without detrimental settlement. Except as provided for in Section R403.1.7.4 and figure R403.1.7.1, the following setback is deemed adequate to meet the criteria. Where the slope is steeper than one unit vertical in one unit horizontal (100 percent slope), the required setback shall be measured from an imaginary plane 45 degree (0.79 rad) to the horizontal, projected upward from the toe of the slope. (R402.1.7.2)

4. On graded sites, the top of any exterior foundation shall extend above the elevation of the street gutter at point of discharge or the inlet of an approved drainage device a minimum of 12 inches (305 mm) plus 2 percent. Alternate elevations are permitted subject to the approval of the building official, provided it can be demonstrated that required drainage to the point of discharge and away from the structure is provided at all locations on the site. (R403.1.7.3)

5. Alternate setbacks and clearances are permitted, subject to the approval of the building official. The building official is permitted to require an investigation and recommendation of a qualified engineer to demonstrate that the intent of this section has been satisfied. Such an investigation shall include consideration of material, height of slope, slope gradient, load intensity, and erosion characteristics of slope material. (R403.1.7.4)

6. If a land drain has been installed to the lot in which you are building, it shall be extended to the building and connected to a footing drain, R405.1. If a land drain is provided to the home, all window well drains must connect to the footing/ foundation drainage syustem. R310.2.2.

7. Drains shall be provided around all concrete or masonry foundations that retain earth and enclose habitable or usable spaces located below grade. Drainage tiles, gravel or crushed stone drains, perforated pipe or other approved systems or materials shall be installed at or below the area to be protected and shall discharge by gravity or mechanical means into an approved drainage system.

8. In other than Group I soils, a sump shall be provided to drain the porous layer and footings. The sump shall be at least 24 inches (610 mm) in diameter or 20 inches square (0.0129 m2), extend at least 24 inches (610 mm) below the bottom of the basement floor and shall be capable of positive gravity or mechanical drainage to remove any accumulated water. The drainage system shall discharge into an approved sewer systen

ATTIC VENTILATION / ACCESS

1. Enclosed attics and enclosed rafter spaces formed where ceilings are applied directly to the underside of the roof rafters shall have cross ventilation for each separate space by ventilating openings protected against the entrance of rain or snow. Ventilation openings shall be provided with corrosion-resistant wire mesh, with the least dimension being 1/8 inch. R806.1

2. The total net free ventilating area shall not be less than 1 to 150 of the area of the space ventilated except that the total area is permitted to be reduced to 1 to 300, provided at least 50% and not more than 80 by ventilators located in the upper portion of the space to be ventilated at least 3 Feet above the required ventilation provided by eave or cornice vents. As an alternative, the net free cross-ventilation area may be reduced to 1 to 300 when a vapor barrier having a transmission rate not exceeding 1 perm is installed on the warm side of the ceiling. R806.2

3. Where eave or cornice vents are installed, insulation shall not block the free flow of air. A minimum of 1 inch space shall be provided between the insulation and the roof sheathing at the location of the vent. R806.3

4. Provide a 22" x 30" Attic Access to all attic areas, not located abve a closet shelf, with 30" minimum headroom above access door.

5. The attic access door from the conditioned space to unconditioned space (attic) shall be weather stripped and insulated to a level equivalent to the insulation on the surrounding surfaces.

FLASHING

1. Flashing shall be installed in such a manner so as to prevent moisture from entering a wall, roof, or floor and redirect it to the exterior. Flashing shall be installed at the perimeters of exterior door and window assemblies, penetrations and terminations of exterior wall assemblies, exterior wall intersections with roofs, chimneys, porches, decks, balconies and similar projections and at built-in gutters and similar locations where moisture could enter the wall. Flashing wiht projected flanges shall be installed on both sides and the ends of copings, under sills and continuously above projected trim. A flashing shall be installed at the intersection of the foundation to stucco, nsonry, siding or brick veneer. The flashing shall be approved corrosion-resistant flashing. R703.7.5, R703.8, R903.2, R905

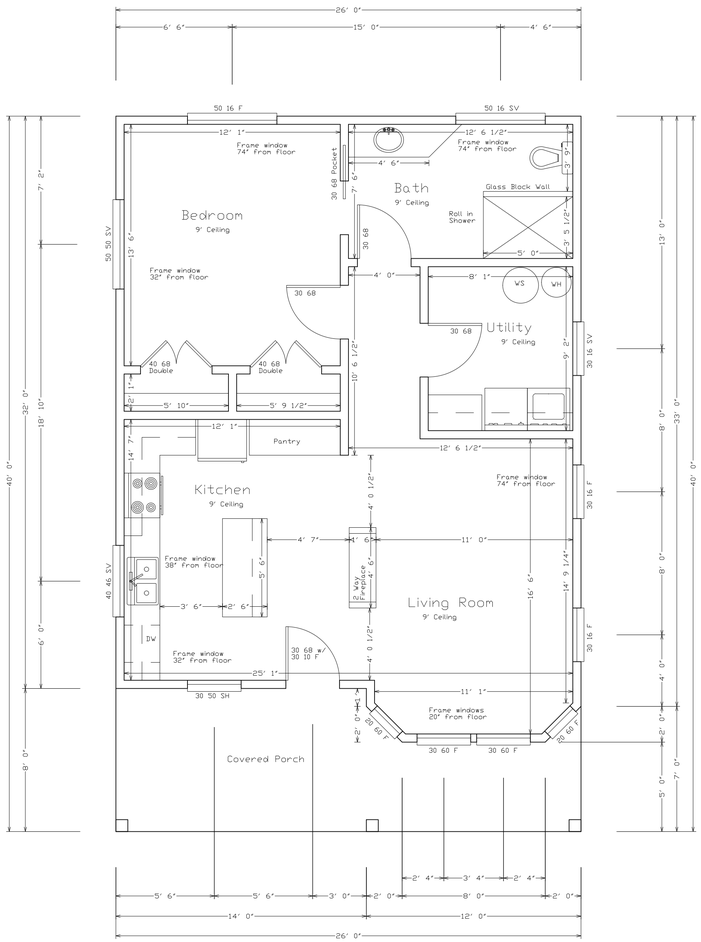
2. R905.2.7.1 Ice Barrier. In areas where there has been a history of ice forming along the eaves causing a backup of water, an ice barrier that consists of at least two layers of underlayment cemented together or of a self-adhering ploymer modified bitumen sheet, shall be used in lieu of normal underlayment and extend from the lowest edges of all roof structures to a point at least 24 inches inside the exterior wall line of the building.

ENERGY EFFICIENCY

1. The thickness of blown or sprayed roof/ceiling isulation (fiberglass or cellulose) shall be written in inches (mm) on markers that are installed at least one every 300 ft2 (28 m2) throughout the attic space. The markers shall be affixed to the trusses or joists and marked with the minimum initial insalled thickness with numbers a minimum of 1 inch (25 mm) high. Each marker shall face the attic access opening.

2. All materials, systems and equipment shall be installed in accordance with the manufacturer's installation instructions and the provisions of this code.

3. A permanent certificate shall be posted on or in the electrical distribution panel. The certificate shall be completed by the builder or registered design professional. The certificate shall list the predominant R-values of insulation installed in or on ceiling /roof, walls, foundation (slab, basement wall, crawlspace wall and/or floor) and ducts outside conditioned spaces. The certificate shall also list the type and efficiency of heating, cooling and service water heating equipment.



Main Floor Plan

Main Floor: 864 Sq. Ft.
Covered Porch: 176 Sq. Ft.

General Contractor:
Homeowner:
Jim & Dianne Nelson
801 547-7780

NELSON RESIDENCE
ADU PLAN
83 East 1150 South
Farmington, Utah

SHEET NO:
A101

DESCRIPTION:
MAIN FLOOR PLAN

Scale: 1/4" = 1 Foot

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CreativeLinePlans.com

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FOOTINGS, FOUNDATION & CONCRETE

1. Footings - Bear on undisturbed soil. Not to be placed on frozen ground or in water. Continuous monolithic pour. Minimum 30" below grade.

2. Footings - Changes in elevation shall be stepped not higher than 1/2 the step length, and not greater than 4'. Minimum 6" thickness on vertical step.

3. Footings, Foundation, Interior Slabs - Normal weight concrete with compressive strength equal to at least 3,000 PSI within 28 days of pouring.

4. Water/Cement Ratio - No greater than .50 and slump shall be 3" or less - Minimum cement content shall be 504 lbs. per cubic yard.

5. Reinforcement - Free from mud and oil and other non-metallic coatings that hamper bonding capacity.

6. Foundation - Any opening to have two vertical #4 bars on each side of opening, tied to horizontal bar.

7. Foundation - 2 #4 bar above and below each window opening extending 36" beyond opening.

8. Anchor Bolts - 1/2" x 10" @ 32" O.C.

9. Splices - Reinforcement shall lap a minimum of 30 bar diameters unless otherwise noted.

10. Foundation - Width is 8" unless otherwise noted.

MECHANICAL

1. All heating and ventilating equipment shall be installed in accordance with current mechanical code requirements.

2. HVAC system shall be designed by mechanical contractor.

3. Heat loss calculations and MECC Check to be perfromed by mechanical contractor.

4. Provide 6" clearance from combustible on side of furnace and 30" working space in front of all heating controls.

5. Provide fresh air for combustion by ducts leading from gas appliance enclosure to outside of building. Mechanical system provider to determine size of duct required by mechanical code. Cover inlet with corrosion resistant metal insect screen. Vents shall terminate 4' below of 48" horizontally and at least 12" above a door, operable window, or gravity inlet into building.

6. Combustion air shall be supplied for one veritcal or horizontal opening, which has an area of 1 square inch per 3,000 BTU/H of the total input rating of all appliances within the space. IRC G2407.6.2

7. Heating duct joints shall be mechanically secured using at least 3 sheet metal screws evenly spaced. Support ducts with approved metal hangers.

8. Flue vents and exhaust vents shall be at least 36" above and outside air inlet located 10' - 0" and at least 4' - 0" from a property line.

9. All restrooms to be provided with an exhaust fan capable of providing 5 air changes per hour.

10. Dwelling to garage openings and penetrations with ducts and plumbing penetrations through walls or ceilings separating the dwelling from the garage shall be protected in accordance with R302.5.

11. A water heater or furnace located in a garage will be elevated a minimun of 18" and be enclosed inside of walls to protect from vehicular impact. IRC M1303.7 IRC P2801.7

12. Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to an approved place of disposal. Condensate shall not discharge into a street, alley or other areas so as to cause a nuisance. IRC M1411.3

13. A secondary drain or auxiliary drain pan shall be required for each cooling or evaporator coil where damage to any building components will occur as a result from overflow from the equipment drain pan or soppage in the condensate drain piping, or stoppage in the condensate drain piping. Drain piping shall be minimum of 3/4 inch (19.1 mm) nominal pipe size. IRC M1411.2.1 IRC M1411.3

14. Clothes dryer duct shall terminate outdoors and shall not exceed a total combined horizontal and verical length of 35 feet. Maximum length of duct shall be reduced 2-1/2' for each 45 degree bend or 5 Feet for each 90 degree bend. Duct shall be a minimun nominal size of 4". IRC M1502.4.4 (and State Amendment).

15. All buildings are considered to be unusually tight construction and all combustion air to rooms ro spaces containing fuel-burning appliances shall be obtained from the outdoors or from spaces freely communicating with the outdoors. IRC M2407.1

MASONRY

1. Ties - Brick or stone veneer shall have corrosion resistant ties of not less than 22 ga. x 3/4" or #9 ga. wire spaced not more than 16" O.C. horizontal and 18" O.C. vertical. Anchor ties shall have a lip or hook, on the extended leg, that will engage or enclose the #9 ga. horizontal joint reinforcement wire.

2. Moisture barrier required, or full 1" airspace.

3. Wall Reinforcement - Minimum of .0007 each way, or a total of .002.

4. R703.7.6 Weepholes. Weepholes shall be provided in the outside wythe of masonry walls at a maximum spacing of 33 inches on center. Weepholes shall not be less than 3/16 inch in diameter. Weepholes shall be located immediately above the flashing.

PLUMBING

1. All plumbing shall be installed in accordance with current plumbing code requirements, ordinances, and industry standards.

2. Contractor is responsible for design of new plumbing equipment.

3. Provide all equipment, accessories and components required to constitute installation of new equipment.

4. Provide all low water usage water closets, 1.6 GAL flush.

5. Provide anti-scald device at all lavatory faucets.

6. Water Heaters - Located in a garage and which generates a glow, spark, or flame capable of igniting flammable vapors shall be installed with the pilots, burners, or heating elements and switches at least 18" above the floor level.

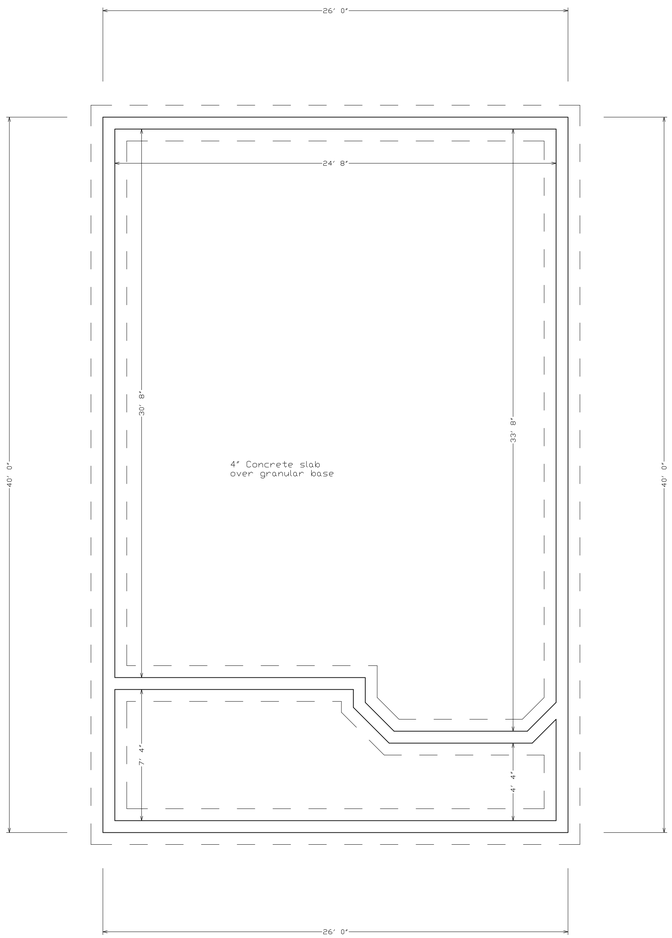
7. Water Heaters - anchor or strap water heater to resist seismic motion. Locate anchor or strip within the upper and lower third of the appliance.

8. Provide expansion tank on supply line to water heater.

9. Backflow Prevention - Install on all hose bibbs and lawn sprinklers.

10. Fixtures that have flood level rims located below the elevation of the next upstream manhole cover of the public sewer serving such fixtures shall be protected form back flow of sewage by installing an approved backwater valve. Fixtures having flood level rims above the elevation of the next upstream manhole shall not discharge through the backwater valve. Backwater valves shall be provided with an access. IRC P3008.1

11. Provide hose bibbs at the front and back of the home and shall have atmospheric or pressure type vacuum breakers. IRC P2902.4.3



Foundation Dimensions

Homeowner:
Jim & Dianne Nelson
801 547-7780

General Contractor:

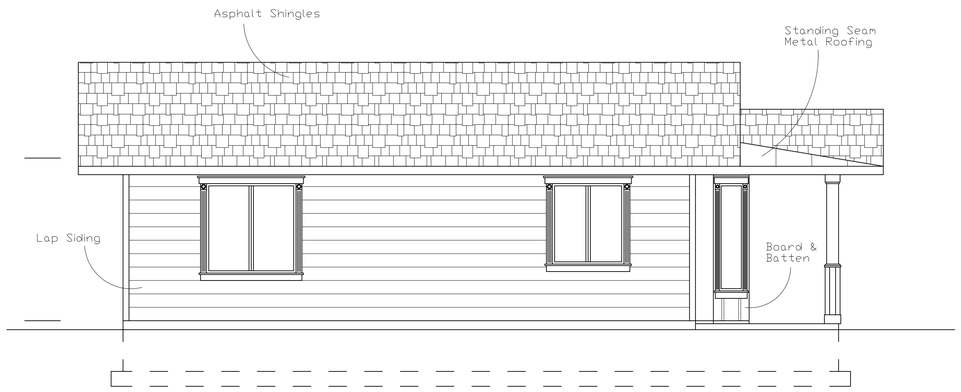
NELSON RESIDENCE
ADU PLAN
83 East 1150 South
Farmington, Utah

SHEET NO:
A102

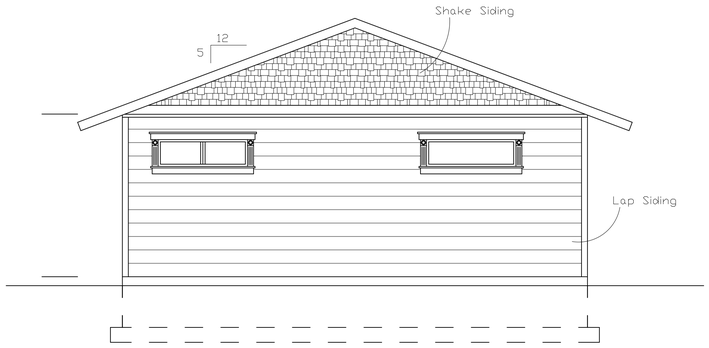
DESCRIPTION:
FOUNDATION DIMENSIONS

Scale: 1/4" = 1 Foot

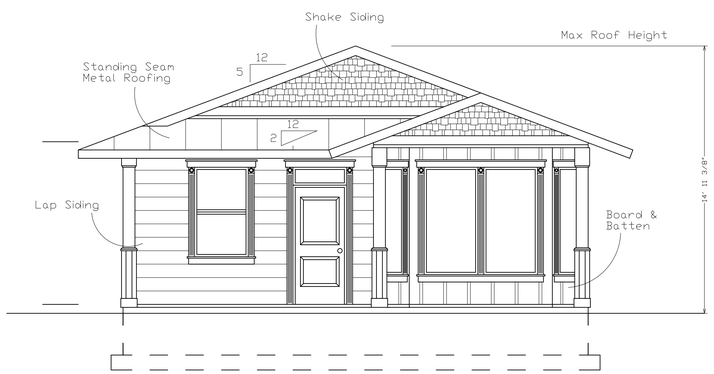
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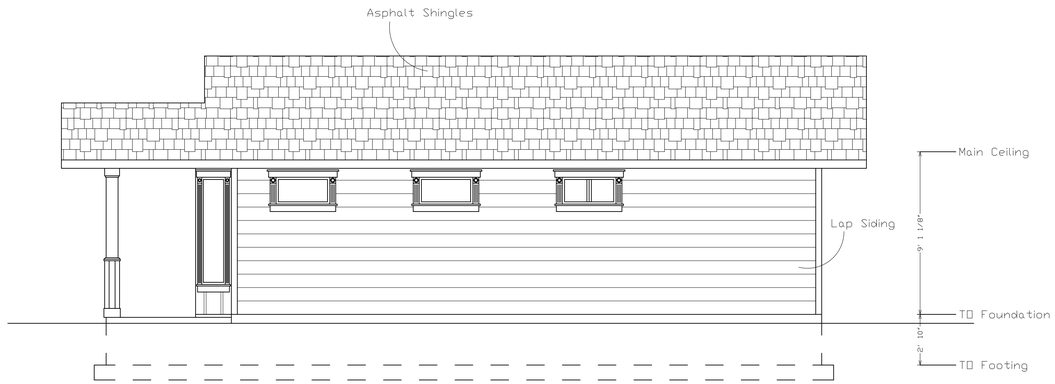
Left Elevation



Back Elevation



Front Elevation



Right Elevation

General Contractor:

Homeowner:
Jim & Dianne Nelson
801 547-7780

NELSON RESIDENCE
ADU PLAN
83 East 1150 South
Farmington, Utah

SHEET NO:
A201

DESCRIPTION:
EXTERIOR ELEVATIONS

Scale: 1/4" = 1 Foot

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Solutions
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FRAMING & SHEATHING

1. Studs - Maximum of 16" O.C.

2. Floor Sheathing - 3/4" T&G 40/20 OSB nailed with 8d nails 6" O.C. at all panel edges, supported edges, and all blocking. Field to be nailed with 8d nails 10" O.C.

3. Sheathing - Nails shall be a minimum of 3/8" from panel edge.

4. Floor Joists - Blocked at all bearing points.

5. Wall Sheathing - 2x4 blocking at all horizontal edges. Use 8d nails 6" O.C. at edges, and 10" O.C. in field.

6. Wall Sheathing - Extend over rim joist and nail to wall studs above and below. Extend down to sill plate and nail.

7. Roof Sheathing - 7/16" OSB nailed with 8d nails 6" O.C. at panel edges, and 12" O.C. in field.

8. Blocking - Solid 2" nominal blocking at ends or points of support of all wood joists and trusses.

9. Connections - Wood to concrete, wood to steel, and wood to wood (except stud to plate) connected with metal connectors.

10. Hangers - Install joist, rafter, and beam hangers according to manufacturer's specifications.

11. Staples - May be substituted for nails at rate equal to load values.

12. Solid Bearing - Through floor systems and posts down to concrete footings.

13. Attic Access - 22" x 30" with a switched light in attic space. 30" headroom required.

14. Basement Ceiling - Minimum unfinished height of 7' 6".

15. Structural framing for all exterior decks, which are not sheltered by the roof or eaves, shall be constructed with naturally durable wood or pressure-preservative-treated wood as required by IRC R317.1.3 This would include the deck support joists and beams.

16. All fasteners installed into preservative treated wood are to be zinc coated or treated as required by IRC R317.3.

STAIR & HANDRAIL

1. Risers - 4" minimum and 7 3/4" maximum height.

2. Treads - Minimum of 10" depth.

3. Headroom - Minimum 6' 8" clearance.

4. Handrails - Required on all stairways having more than 3 risers.

5. Handrails - Placed not less than 34" and not more than 38" high. Continuous and full length of stairs.

6. Guardrails - Required at all landings, decks, or floor levels more than 30" above finished grade. Minimum height 36".

7. Ballisters - For handrails and guardrails shall be spaced such that a 4" sphere will not pass through.

8. Enclosed Usable Space under Stairway - Shall have walls and soffits protected on the enclosed side as required for 1-hour fire-resistive construction.

WINDOWS

1. Basement & Sleeping Rooms - Below the fourth story, shall have at least one operable window or exterior door approved for emergency escape or rescue. Sane shall have a minimum net clear of 5.7 square feet. Shall have a minimum net clear opening height dimension of 24". Shall have a minimum net clear opening width dimension of 20". Shall have finished sill height of not more than 44" above the finished floor.

2. Escape & Rescue Windows - Shall have a window well if finished sill height below the adjacent ground elevation. The clear horizontal dimensions of the window well shall allow the window to be fully opened and provide a minimum accessible net clear opening of 9 square feet, with a minimum dimension of 36". Window wells with vertical depth of more than 44" shall be equipped with an approved permanently affixed ladder or stairs that are accessible with the window in the fully open position. The ladder or stairs shall not encroach into the required dimensions of the window well by more than 6".

3. Glass Size - 10% of square feet.

4. Ventilation - 5% of square feet.

5. Glazing - All doors, enclosures for bathtubs, showers, hot tubs, saunas, whirlpools, and steam rooms shall be impact resistant. Glazing in any portion of a building wall enclosing the compartments where the bottom exposed edge of the glazing is less than 60" above a standing surface and drain inlet shall be impact resistant.

6. Glazing - In all fixed or operable panels adjacent to a door where the nearest exposed edge of the glazing is within a 24" arc of either vertical edge of the door in a closed position, and where the bottom exposed edge of the glazing is less than 60" above the walking surface shall be impact resistant.

7. Glazing - In all individual fixed or operable panels, other than stated above, shall be impact resistant when it meets all of the following conditions: Exposed area of an individual pane is greater than 9 square feet; Exposed bottom edge is less than 18" above floor; Exposed top edge is greater than 36" above the floor; One or more walking surfaces are within 36" horizontally of the plane of the glazing.

8. Glazing in doors and enclosures for hot tubs, whirlpools, saunas, steam rooms, bath tubs and showers. Glazing in any part of a building wall enclosing these compartments where the bottom exposed edge of the glazing is less than 60 inches measured vertically above any standing or walking surface. Glazing that is more than 60" horizontally from the waters edge of a hot tub, whirlpool tub, or bath tub need not comply with this section.

9. All U-factors shall be determined by testing in accordance with NFRC 100 and labeled as such by the manufacturer, per section 102.1.3 of the 2006 IECC. U-Factors are .25 or less.

10. Window labels: F=Fixed C=Casement SH=Single Hung SV=Slider

11. All habitable rooms shall be provided with natural ventilation by means of operable exterior openings with an area of not less than 4 percent of the floor area of such rrons. IRC R303.1

12. Exceptions: The glazed area need not be openable where the opening is not required by Sections R310 and an approved mechanical ventilation system capable of production 0.35 air change per hour in the room is installed or a whole-house mechanical ventilation system is installed capable of supplying outdoor ventilation air of 15 cubic feet per minute (cfm)(7.8L/s) per occupant computed on the basis of two occupants for the first bedroom

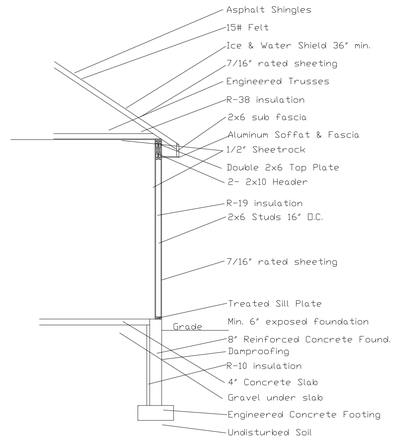
BATHROOM

1. Shower and Bathtub Enclosures - Fully tempered. Laminated safety glass or approved plastic.

2. Glazing - All within 5' of shower or tub to be tempered.

3. Shower - Height to be not less than 70". Compartment shall have a minimum finished interior of 1024 square inches and shall also be capable of encompassing a 30" diameter circle. Threshold shall be of sufficient width to accomodate a minimum of 22" tempered door that swings out.

4. Material - All material in tub or shower enclosure shall be of type not adversely affected by moisture.



Wall Detail



Cross Section

General Contractor:
Homeowner:
Jim & Dianne Nelson
801 547-7780

NELSON RESIDENCE
ADU PLAN
83 East 1150 South
Farmington, Utah

SHEET NO:
A301

DESCRIPTION:
CROSS SECTION

Scale: 1/4" = 1 Foot

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ELECTRICAL

1. All electrical shall be installed in accordance with current electrical code requirements. Contractor shall obtain required permit and comply with all required codes.

2. Provide all new fixtures, switches, outlets, and wiring.

3. Electrical Panel - Fire rated and located in mechanical room unless otherwise noted. Provide minimum clearance of 30" width and 6' - 0" in height. Cannot be located facing the garage side of firewall.

4. Provide secondary grounding system when using the water services as the primary ground.

5. In all locations where required, designated or none designated, restrooms, garages, or outside of building provide outlets with an approved GFCI.

6. Central heating equipment shall be supplied by an individual branch circuit.

7. Temporary wiring shall conform to N.E.C. article 305.

8. At least one weatherproof GFCI protected outlet shall be provided at 8' above grade both front and back of building.

9. Lighting and electrical plans are preliminary and for permit purposes. Contractor shall review locations, types, and quantities of all fixtures with the owner prior to installation.

10. Attic, Crawl Space, Utility Room, & Basement Storage - At least one lighting outlet with a switch at point of entry. Same is required for any space containing equipment requiring service.

11. Provide J-boxes and/or whips as required for all appliance connections, coordinate with owner for final locations, types, quantities, and power requirements.

12. Pre-wire for voice/data and cable TV in rooms requested by owner - coordinate with owner for final locations.

13. All outlets in restrooms shall be GFCI and on a dedicated 20 amp circuit.

14. Smoke detectors shall be hardwired with battery back up and wired in series.

15. Carbon monoxide detectors shall be hardwired with battery back up and wired in series.

16. All GFU outlets at 18" AFF minimum unless otherwise noted.

17. All exterior GFU outlets to have weather proof covers.

18. All 125-volt, 15 and 20 amp receptacles installed inside or outside of a dwelling shall be listed tamper-resistant receptacles. IRC E4002.14

19. Kitchen and Dining Area - Counters shall have receptacle outlets at each counter space wider than 12". Counters shall have receptacle outlet located so that no point, along the wall line, is more than 24" measured horizontally, from a receptacle outlet in that space. Island and peninsula counter tops 12" or wider shall have at least one receptacle for each 4' of counter top.

20. Install a water-proof GFCI within 20' of the A/C equipment on exterior of house.

21. Where there are 2 or more non-metallic sheathed cables (romex) are installed together in the same space without maintaining space bewteen them and where the opening they are installed in is filled with caulking, foam insulation, or other types of insulation the conducters must be derated as required by IRC E3705.4.4.

22. All electrical circuits providing power to bedrooms shall be provided by an arc-fault circuit interrupter as required by IRC E3902.11.

23. All lighting over showers or tubs must be suitable for wet or damp locations. IRC E4003.9

24. Install a dedicated 20-amp branch circuit for bathroom receptacle outlets. This circuit cannot supply any other receptacles.

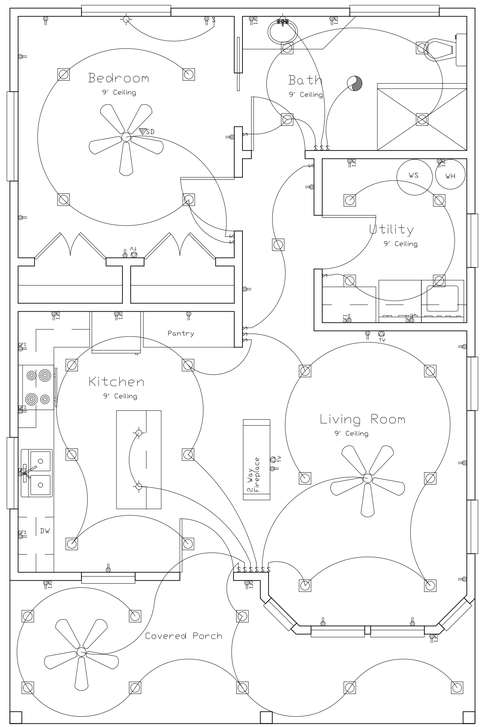
25. The dishwasher branch circuit shall be protected by GFCI. IRC E3902.9

26. No less than 75% of the lamps permanently installed in lighting fixtures shall be high efficiancy lamps. IRC N1104.4

27. All recessed luminaries will be air tight, IC rated and sealed to limit air leakage. IECC R402.4.5

ELECTRICAL SYMBOLS

	WALL/CEILING MOUNTED LIGHT FIXTURE		ELECTIRICAL SWITCH
SD/CM	SMOKE AND CARBON MONOXIDE DETECTOR		ELECTIRICAL SWITCH w/DIMMER
	VENT TO ATMOSPHERE	TV	DATA - INTERNET, PHONE
	RECESSED H7 AIR-TITE W/ 33 WATT 2700 k CFL LAMP		2x4 T8 FLOURESCENT
SP	FLUSH MOUNT CIRCULAR SPEAKER		DUPLEX OUTLET
	CEILING FAN	GFI	GFI DUPLEX OUTLET



Main Floor Electrical Plan

Homeowner:
Jim & Dianne Nelson
801 547-7780

General Contractor:

NELSON RESIDENCE
ADU PLAN
83 East 1150 South
Farmington, Utah

SHEET NO:
E101

DESCRIPTION:
MAIN ELECTRICAL PLAN

Scale: 1/4" = 1 Foot

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11-28-200: ACCESSORY DWELLING UNITS AND INTERNAL ACCESSORY DWELLING UNITS:

Accessory dwelling units (ADUs) and internal accessory dwelling units (IADUs) may be allowed as a permitted or conditional use in various zones as designated in this title.

A. Purpose: The purposes of this section and any rules, regulations, standards and specifications adopted pursuant hereto are:

1. Minimal Impacts: To accommodate such housing in residential neighborhoods with minimal impacts on the neighborhood in terms of traffic, noise, parking, congestion and compatible scale and appearance of residential buildings.

2. Decline In Quality: To prevent the proliferation of rental dwellings, absentee ownership, property disinvestment, Building Code violations and associated decline in quality of residential neighborhoods.

3. Terms And Conditions: To set forth standardized terms and conditions for ADUs and IADUs and procedures for review and approval of the same.

B. Permitted Use: IADUs may be allowed as a permitted use as designated by the underlying zone(s) found in this title. Applications for an IADU shall be submitted and reviewed by the Planning Department.

C. Conditional Use Permit: ADUs may be allowed as a conditional use as designated by the underlying zone(s) found in this title. Applications for an accessory dwelling shall be submitted and reviewed as a conditional use permit in accordance with chapter 8 of this title.

D. Standards: The following standards and conditions shall apply to all ADUs and IADUs, in addition to any terms and conditions of approval as imposed by the Planning Department or the Planning Commission during the permitted use or conditional use permit process:

1. Location: An ADU or an IADU shall only be allowed as part of, or in conjunction with, a single-family dwelling, and ADUs shall be subordinate in height and area to such single-family dwelling.

2. Number: A maximum of one accessory dwelling, either an ADU or an IADU shall be allowed per single-family home, not one of each. ADUs and/or IADUs shall contain no more than one dwelling unit.

3. Parking: At least one off street parking stall shall be provided for the ADU or IADU. Such parking stall be in addition to all off street parking requirements for the primary single-family dwelling on the lot and shall conform with the City parking standards specified in this title.

4. Design And Character: The ADU or IADU shall be clearly incidental to the single-family dwelling, there should be no significant alteration to the exterior of the single-family dwelling to accommodate the ADU or IADU and such ADU or IADU shall not adversely affect the residential character of the surrounding neighborhood. An ADU or IADU shall be designed in such a way that neighbors or passersby would not, under normal circumstances, be aware of its existence.

5. Size: An ADU or IADU shall be equal to or subordinate in floor area to, or the remaining floor area, occupied by the single-family dwelling.

6. Lot Size: The creation of an ADU or IADU is prohibited if the lot containing the primary dwelling is six thousand (6,000) square feet or less in size.

7. Construction Codes: The ADU or IADU shall comply with all Construction, Housing and Building Codes in effect at the time the secondary dwelling is constructed and shall comply with all procedures and requirements of the City building regulations.

8. Occupants: The ADU or IADU shall be occupied exclusively by one family.

9. Ownership: Either the single-family dwelling or accessory dwelling (ADU or IADU) shall be owner occupied.

10. Absentee Owner: Temporary absentee property ownership may be allowed due to unforeseen circumstances, such as military assignments, employment commitments, family obligations and quasi-public service. Notwithstanding the foregoing, the maximum time period allowed for absentee property ownership shall not exceed four (4) years. In the event such absentee property ownership occurs, the property owner may rent both the accessory dwelling (ADU or IADU) and the primary dwelling.

11. Notice Of ADU Or IADU: Farmington City may record a notice in the office of the Davis County Recorder on the lot in which the ADU or IADU is located. The notice shall include:

a. A statement that the lot contains an ADU or an IADU; and

b. A statement that the ADU or IADU may only be used in accordance with the City's regulations.

The City shall, upon recording the notice deliver a copy of the notice to the owner of the ADU or IADU.

E. Site Development: Upon approval of a permitted use, or a conditional use permit for an accessory dwelling (ADU or IADU), an application for site development shall be submitted in accordance with the provisions of chapter 7 of this title. (Ord. 2018-18, 5-15-2018; amd. Ord. 2020-07, 5-5-2020; Ord. 2021-25, 9-21-2021)

Planning Commission Staff Report
May 18, 2023

Item 2: Special Exception – Second Driveway

Public Hearing:	Yes
Application No.:	M-2-23
Property Address:	2168 West Chapman Lane
General Plan Designation:	RRD (Rural Residential Density)
Zoning Designation:	AE (Agricultural Estates)
Area:	0.38 Acres
Number of Lots:	1
Property Owner:	Trevor and Christa Peterson
Agent:	Trevor and Christa Peterson

Request: *Applicant is requesting approval for a special exception regarding a driveway curb cut at 2168 W Chapman Ln.*

Background Information

The applicant is requesting a special exception to allow for the width of their driveways to exceed the standard allowed width per frontage of (30 feet). The Zoning Administrator (staff) has the ability to approve the location and proximity of the driveways, however it is in the purview of the Planning Commission to consider how wide the driveways may be when exceeding 30 f. per FCC 11-32-060 (A)(1).

11-32-060 (A)(1): Residential driveways shall be not more than twenty feet (20') in width when serving as access to two (2) properly designated spaces, or thirty feet (30') in width when serving as access to three (3) properly designated parking spaces as measured at the front or side corner property line. "Properly designated parking spaces" shall include spaces in a garage, carport or on a parking pad located to the side of a dwelling and not located within the minimum front yard setback. Additional driveway width for access to a rear yard, for more than three (3) properly designated parking spaces, or for multiple-family residential developments, may be reviewed by the planning commission as a special exception. Residential driveways shall be designed at a width which is the minimum necessary to provide adequate access to designated parking spaces.

11-32-060 A2a states "On lots with at least the minimum width required in the zone [75 ft in the AE zone], one additional driveway may be permitted, providing that the sum of the width of both driveways does not exceed the maximum widths specified…" The existing driveway is 30 feet in width and the new proposed driveway would add an additional 10 feet in width for a combined total of 40 ft.

In considering the Special Exception, FCC 11-3-045 E identifies the standards of review:

11-3-045 E. Approval Standards: The following standards shall apply to the approval of a special exception:

1. Conditions may be imposed as necessary to prevent or minimize adverse effects upon other property or improvements in the vicinity of the special exception, upon the City as a whole, or upon public facilities and services. These conditions may include, but are not limited to, conditions concerning use, construction, character, location, landscaping, screening, parking and other matters relating to the purposes and objectives of this title. Such conditions shall be expressly set forth in the motion authorizing the special exception.

2. The Planning Commission shall not authorize a special exception unless the evidence presented establishes the proposed special exception:

a. Will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;

b. Will not create unreasonable traffic hazards;

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

The applicant would like the additional width on a separate curb cut as shown in the included site plan as they believe it would be a better option in the interest of safety for traffic and the property owner's family, among other reasons listed in supplemental information #2.

Suggested Motion

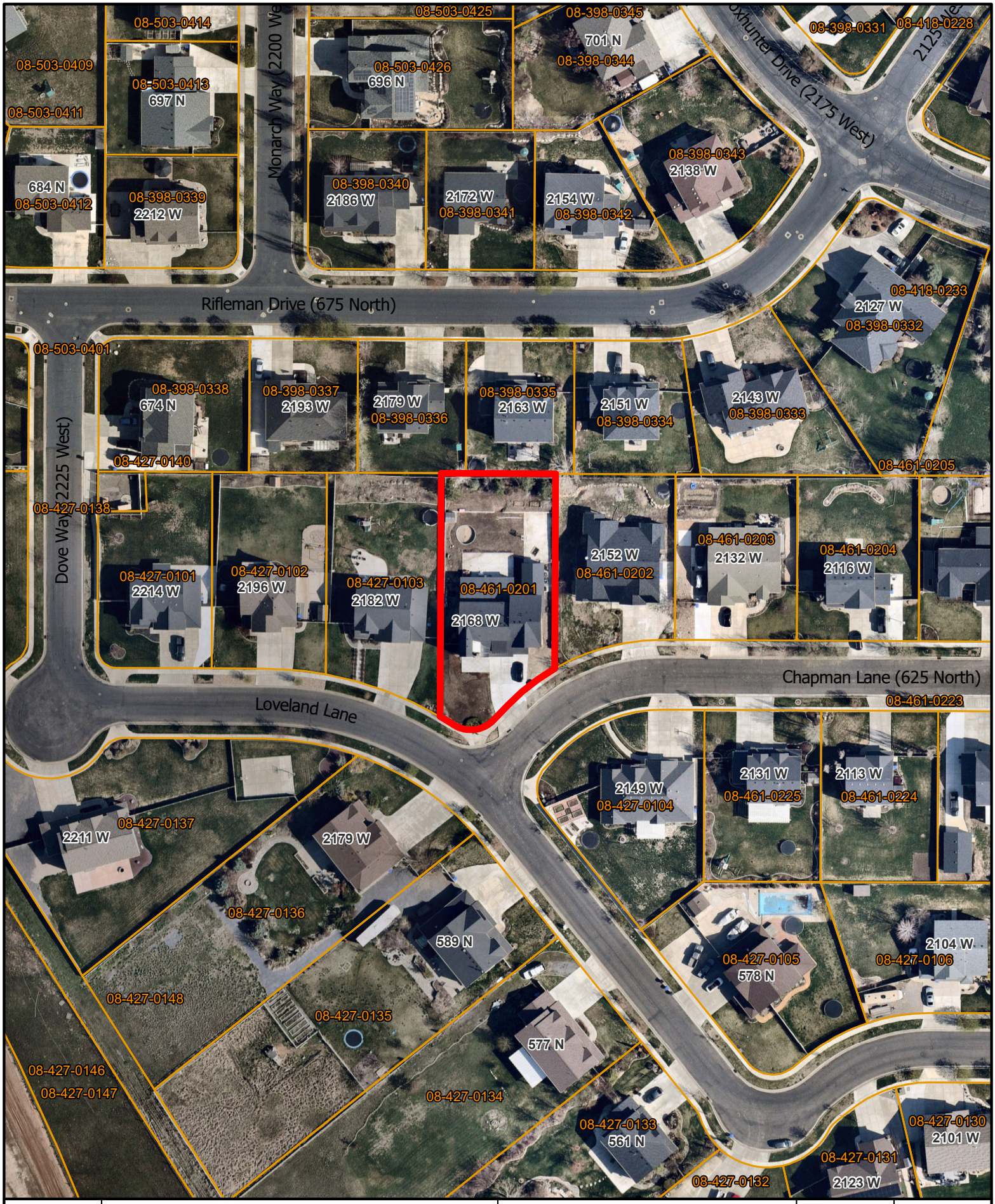
Move that the Planning Commission approve the special exception for an additional driveway curb cut at 2168 W Chapman Lane subject to all Farmington City ordinances and development standards.

Findings for Approval:

1. The zoning ordinance allows for a 30 foot maximum curb cut
2. The proposed additional driveway is not connected to the original and thus prevents the "sea" of concrete which would otherwise be possible, with a "swing out" configuration on a driveway after the curb cut and/or an increased width special exception.

Supplemental Information

1. Vicinity Map
2. Letter from applicant
3. Site plan



FARMINGTON

VICINITY MAP

2168 Chapman Ln

Date: 5/12/2023

0 30 60 90 120 Feet

0 10 20 30 40 Meters

N W FC E S

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

May 4, 2023

To: Farmington City Planning Council

From: Trevor and Christa Peterson

RE: Application for Special Exception to Cut Curb for Separate Driveway

Dear Farmington City Planning Council Members:

Thank you in advance for your time and consideration in this matter. We are current residents at 2168 Chapman Lane, Farmington, Utah. We have lived in our home since 2010. We have five kids ranging in ages from 15 down to 7 and we love Farmington. We recently did an addition to our home that was approved by the city. The process went smoothly, and our builder commented on how impressed he was with the responsiveness of Farmington City.

As part of our home addition and because of a need for more parking space with teenage drivers in the near future, we would like to add a driveway with a separate entrance on the east side of our property. The attached exhibit has marked in blue our proposed plan. In order to do this, we are requesting a special exception under Chapter 32 of the code. We are proposing to make a 10-foot cut out of the curb on the east side of the drive allowing for a straight drive in and out of our driveway to be poured. We feel that this is a better option than trying to access the additional driveway from our existing opening. Below are the reasons this is a better option:

- **Safety:** We have a lot of small children in our neighborhood. In the next year, our oldest son will be getting his driver's license (and our 4 younger girls after that) and pulling straight in and out of a separate driveway will decrease the chances of him hitting a child. Our main garage is where our smaller children and neighborhood children enter and exit our home. Often time they are on bikes or scooters moving quickly. If we did not have the separate entrance for this new driveway, teenage drivers would have to wind from the side of the house across the main garage area with little to no visibility. This is a major risk that would be greatly reduced. Not only because it is easier to back straight in and out, but we will plant low level bushes (boxwoods) in between the main driveway and additional separate driveway further spacing the vehicles parked in the separate driveway from children entering and exiting our main garage. It should also be noted that we plan to remove the vinyl privacy fence that is currently on the east side of our property. This will increase the visibility of the teenage drivers driving in and backing out.

- **Distance from Stop Sign/Corner-Safety:** Our house is located on the corner of Chapman Lane and Loveland Lane. Our main driveway exits right on the corner. Often, drivers "cut" the corner while turning and come close to the driveway entrance. The separate additional driveway entrance will allow significantly more distance away from the corner. This will give drivers that do "cut" the

corner and opportunity to get in the correct lane and avoid a collision. Without the separate entrance, the angle at which our teenage driver would be exiting the driveway and the proximity to the corner/stop sign, puts them at high risk to get in an accident.

- **Property Damage Avoided:** Having the separate driveway will lower the chance of our teenage drivers damaging property by having to wind backwards from the side parking to the main garage driveway. Potential damage would be hitting the house, hitting plants, constantly running over the curb, etc. All of these would not only cause damage to the property, but also to the vehicle. Having the separate driveway that has a straight entrance and exit will greatly reduce the risk of property damage.

- **Curb Appeal:** As we mentioned, we love Farmington, and we love our neighborhood. Adding the separate driveway will stay with the look and feel of our neighborhood. By adding the separate driveway and separating the main driveway and the separate driveway with greenery, it keeps the natural look and feel of most of the homes on our street and in our neighborhood. If we had to pour enough cement to get from main garage entrance to the side of the house, it would add a "sea" of concrete and not fit with other homes surrounding us. With low level greenery, such as box woods, on other both sides of the separate driveway, it will not stick out and fit naturally with our landscape and the style of our home. Also, by having a convenient place for teenagers to park, it avoids having cars on the street out on the main driveway all the time. There is enough space on the side of the house for a car to be tucked away and mostly unnoticed from the street.

A couple other considerations, our current main driveway opening is approximately 25 feet. By adding a separate 10-foot opening, we are below the allowed opening with a variance of 40 feet. Also under the code, corner lots are allowed to have two separate entrances if certain distance parameters are met. Although we are on a corner lot, we recognize we do not meet these distance parameters, therefore, we are filing for this special exception. As the council is familiar with the codes, we only bring this to your attention to note that we are not far off from two already noted exceptions within the code.

We have received verbal approval from our HOA board and can get written approval within a matter of days once approved by the City Planning Council.

Thank you for your time and consideration and we hope that you will approve our request for special exception. Feel free to reach out with any questions.

Sincerely,

Trevor and Christa Peterson

PLANT SCHEDULE

SYM	BOTANICAL NAME	COMMON NAME	QUANT	MATURE WIDTH
	Trees			
A	Acer japonica	Japanese Maple: recommend green variety; avoid larger varieties	1	<10'
B	Betula platyphylla 'Jefpark' or Ginkgo biloba	Parkland Pillar Birch or Goldspire Ginkgo	4	5'
C	Betula x 'Avalzam' or papyrifera	Avalanche or Paper Birch	1	30'
D	Cercis canadensis 'JN2'	Rising Sun Redbud	1	12-15'
E	Fagus sylvatica 'Roseo-marginata'	Tri-Color Beech	1	30'
F	Fraxinus americana 'Junginger' or pennsylvanica	Autumn Purple or Marshall's Seedless Ash	1	35'
G	Malus	Crabapple: Prairie Rose, Indian Magic, Candied Apple, or Candymint	1	15'
H	Picea glauca 'pendula' or Juniperus scopulorum	Weeping White Spruce or Skyrocket Juniper	11	3'
J	Thuja occidentalis	Emerald Green Arborvitae	5	5'
	Shrubs			
K	Buxus	Boxwood	25	3'
L	Cornus sericea	Kelsey Dogwood	5	4'
M	Cotoneaster dammeri or horizontalis	*Coral Beauty or Prostrate Cotoneaster	11	5'
N	Daphne burkwoodii	*Carol Mackie Daphne	1	4'
O	Erica x darleyensis	Mediterranean Pink Heather	5	3'
P	Forsythia x intermedia	*Spring Glory or Lynwood Gold Forsythia	3	4'
Q	Hydrangea macrophylla	*Nikko Blue Hydrangea	2	4'
R	Prunus laurocerasus 'Nana'	*Dwarf English Laurel	22	3'
S	Rhamnus frangula	Fineline or Tallhedge Buckthorn	34	2-3'
T	Rosa	Rose: variety of client's choice	4	2-3'
U	Spirea x vanhouttei	*Bridal Wreath Spirea	2	5'
V	Taxus x media or Euonymus japonicus	Hicks Yew or Silver King Euonymus	13	4'
W	Viburnum opulus 'Roseum'	*Eastern Snowball Viburnum	1	6'
X	Viburnum x burkwoodii	Burkwood Viburnum	3	5'
*	Can become larger; keep to size listed under "Mature Size" for best look			
	Perennials			
di	Dianthus or Bellis	Sweet Williams or English Daisy	3	-
bh	Dicentra	Bleeding Heart	3	
fe	Fern	Lady Fern	6	-
hos	Hosta	Hosta varieties of client's choice	3	-
ca	Iberis	Candytuft (white) or 'Blue Waterfalls' Serbian Bellflower	5	-
lav	Lavendula	Lavender, any variety	4	-
peo	Paeonia	Peony, variety of client's choice	6	
hg	Pennisetum	Hameln Fountain Grass	20	
bs	Rudbeckia or Heliopsis	'Goldsturm' Black Eyed Susan or 'Tuscan Gold' False Sunflower	2	-
pb	Perennials for bees: Salvia, Geranium, Beebalm, Pincushion Flower, Black Eyed Susan, or Echinacea		8	-
sh	Shade Perennials: Heuchera, Anemone, Lady's Mantle, Christmas Rose		21	-







garten design
residential landscape design
by heidi perez

1" = 1'0"
ENGINEER SCALE

PETERSON
Trevor & Christa
2168 Chapman Lane
Farmington, UT 84025

Nov 2022

Planning Commission Staff Report
May 18, 2023

Item 2: Special Exception – Main Building Height

Public Hearing:	Yes
Application No.:	M-4-23
Property Address:	1026 Water Turn Drive
General Plan Designation:	LDR (Low Density Residential)
Zoning Designation:	LR- F (Large Residential – Foothill)
Area:	0.43 Acres
Number of Lots:	1
Property Owner:	Zach and Karli Johnson
Agent:	Zach and Karli Johnson

Request: *Applicant is requesting approval for a special exception regarding main building height at 1026 Water Turn Drive.*

Background Information

The applicant is requesting a special exception to exceed the maximum building height for a main building. The maximum building height is 27 feet tall. In cases where there is a grade change of more than 10 feet from the short side of the home to the tall side, such as in certain cases in the foothill overlay zone, an additional ten feet may be allowed on the tall side. This is better shown in supplemental information 2. This would provide a maximum building height of 37 feet. The applicant would like to exceed the 37 feet maximum on the tall side to 39 feet. Main building heights special exceptions are allowed to be considered by 11-3-045 B, this section allows the planning commission to consider up to 20% of the prescribed height requirement which would permit as much as an additional 7 feet. The applicant only requires an additional 2 feet of building height which falls within the allowed parameters of consideration.

Standards for approval of a Special Exception are found in 11-3-045 E:

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

1. Conditions may be imposed as necessary to prevent or minimize adverse effects upon other property or improvements in the vicinity of the special exception, upon the City as a whole, or upon public facilities and services. These conditions may include, but are not limited to, conditions concerning use, construction, character, location, landscaping, screening, parking and other matters relating to the purposes and objectives of this title. Such conditions shall be expressly set forth in the motion authorizing the special exception.

2. The Planning Commission shall not authorize a special exception unless the evidence presented establishes the proposed special exception:

a. Will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;

b. Will not create unreasonable traffic hazards;

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

Suggested Motion

Move that the Planning Commission approve the special exception for an additional main building height up to 39 feet for the proposed home at 1026 Water Turn Drive subject to all Farmington City ordinances and development standards.

Findings for Approval:

1. The home is setback approximately 120 feet from the rear property line, and would not impede the view or impose on the rear neighbor's home or yard.
2. The front (short side) of the home would not look significantly different than similar homes in the area. The shortest point is approximately 20 feet tall.

Supplemental Information

1. Vicinity Map
2. Building height diagram
3. Letter from applicant
4. Site plan and elevations



FARMINGTON

VICINITY MAP

1026 Water Turn Dr

Date: 5/12/2023

0 30 60 90 120 Feet

0 10 20 30 40 Meters

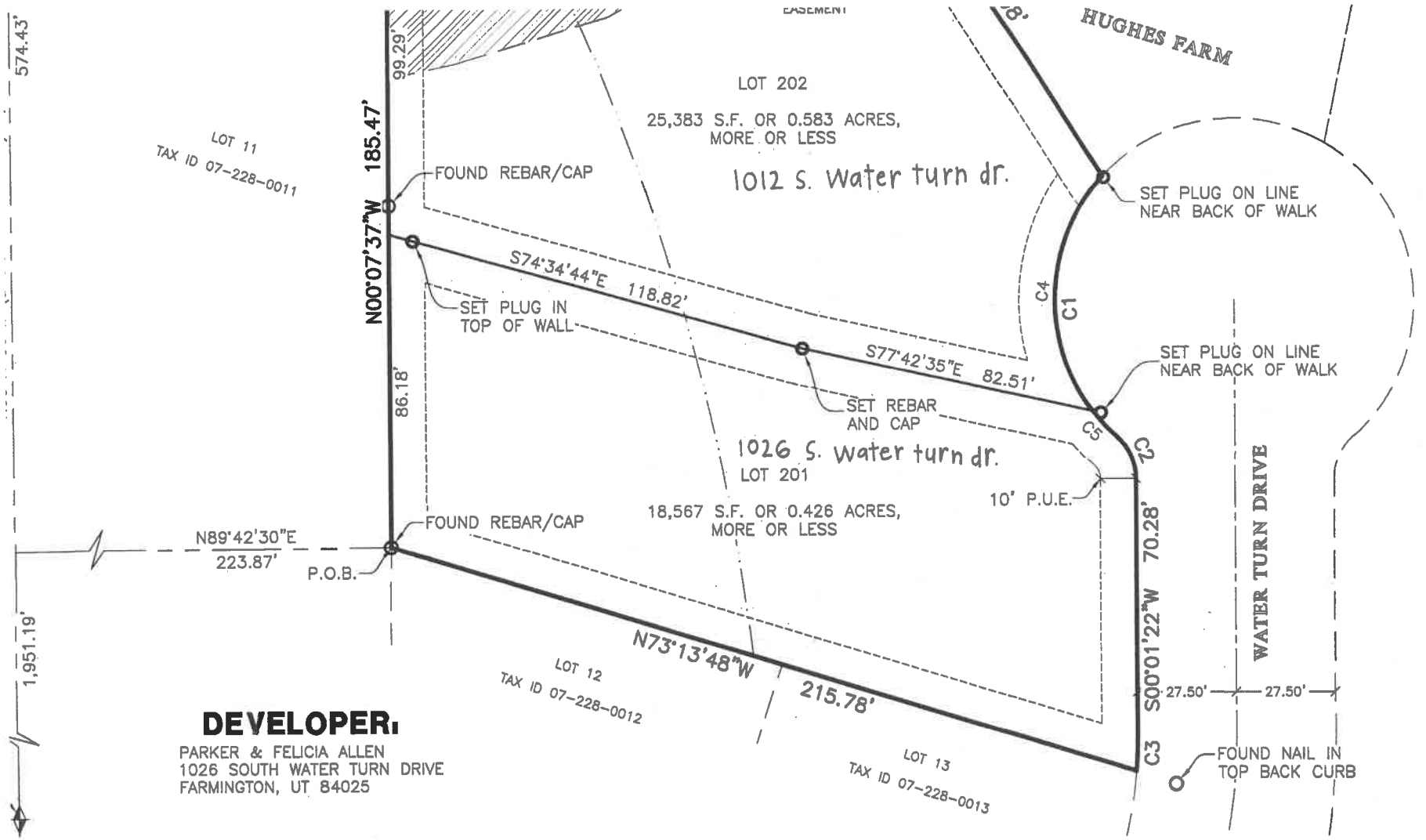
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Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information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

May 8, 2023

We would like an exception approved for the height of our home. The existing plans were created to most efficiently fit the great elevation changes of the lot. The outcome of this has made our roof line 2 feet over the height maximum in the back of the home. It sits at 39 feet instead of 37 feet. It is only an issue along the back of the house and the back southwest corner. There are no homes close to the back of our home, so this height will not be impeding anyone's view. From the curb, the home also won't look excessively too tall. It will appear as a one story home from the curb. Even if the home was redesigned to be 37 feet, the roof line from the view from the curb would still be placed exactly the same. Instead of rearranging the entire home design, we would like an exception to keep it as is at 39 feet. We feel it is such a minor difference that is inconsequential to surrounding houses and to the overall aesthetics of the neighborhood.

Zach and Karli Johnson



DEVELOPER:

PARKER & FELICIA ALLEN
1026 SOUTH WATER TURN DRIVE
FARMINGTON, UT 84025

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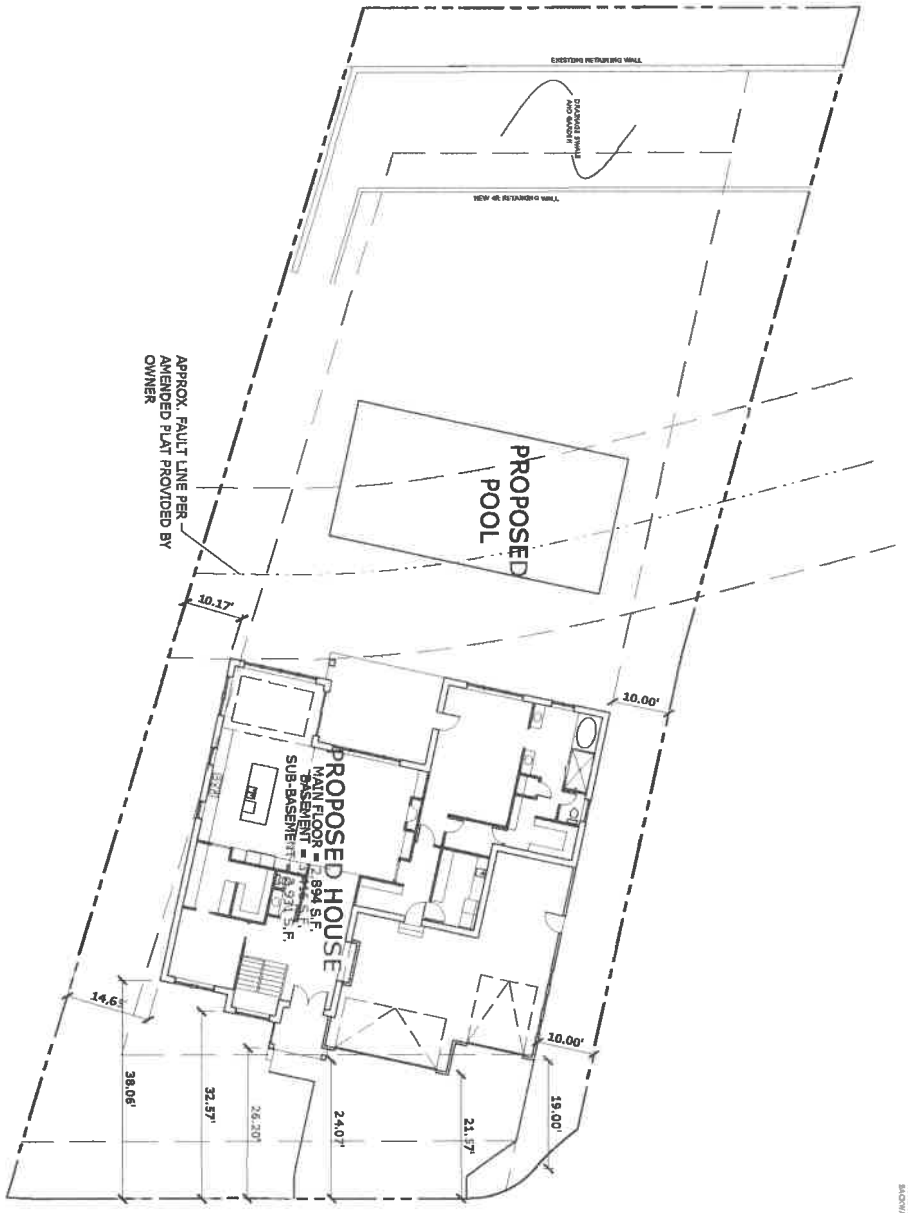
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WATER TURN DRIVE

N

SITE PLAN
SCALE: 1" = 10'-0"

THIS IS NOT A SURVEY. VERIFY ALL MEASUREMENTS AND PLACEMENT OF HOME PRIOR TO CONSTRUCTION

NOTES

1. ALL RETAINING WALLS NEED PERMIT
2. SHOW COMPACTION ON ALL BACKFILLED AREAS
3. SURFACE WATER SHALL DRAIN AWAY FROM THE HOUSE AT ALL POINTS. DRAINAGE SWALES SHALL BE PROVIDED AS NECESSARY TO DIVERT DRAINAGE COURSE BUT NOT ONTO NEIGHBORING PROPERTIES. THE GRADE SHALL FALL A MINIMUM OF 6" WITHIN THE FIRST 10'-0".
4. BACKWATER VALVES REQUIRED IN ALL NEW RESIDENCES UNLESS IT CAN BE SHOWN TO THE SATISFACTION OF THE BUILDING OFFICIAL THAT THE HOME IS NOT BELOW THE ELEVATION OF THE UPSTREAM MANHOLE COVER. BACKWATER VALVES MUST BE ACCESSIBLE.

A-0

JOHNSON RESIDENCE

1026 WATER TURN DRIVE
FARMINGTON, UTAH

SITE PLAN

IT IS IMPORTANT FOR THE GENERAL CONTRACTOR TO UNDERSTAND THAT IT IS HIS/HER RESPONSIBILITY TO BE SURE THIS PROJECT IS CONSTRUCTED IN FULL COMPLIANCE WITH ALL STATE AND LOCAL CODES AND ORDINANCES. THE PLANS ARE NOT ALL INCLUSIVE OF ALL MINIMUM CODES AND ORDINANCES. THEY MUST NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH ALL MINIMUM STANDARDS. NO OMISSION FROM THESE PLANS SHALL PERMISSION FOR VIOLATION OF ANY CODE OR ORDINANCE. NO AMENDMENT, EVER GRANTS PERMISSION TO VIOLATE ANY CODE OR TOWN ORDINANCE.
THE GREATEST EFFORT HAS BEEN MADE TO CREATE THESE PLANS WITHOUT ERROR, HOWEVER THERE IS NOT GUARANTEE THAT THESE PLANS ARE WITHOUT ERROR. THE DESIGNER & DRAFTSMAN ARE TO BE HELD HARMLESS OF ANY FINANCIAL LIABILITY RESULTING FROM ERRORS IN THESE PLANS. ANY ONE USING THESE PLANS FOR CONSTRUCTION OF BUILDING, ACCEPTS FULL RESPONSIBILITY. (CHECK PLANS CAREFULLY BEFORE CONSTRUCTION)

REVISIONS

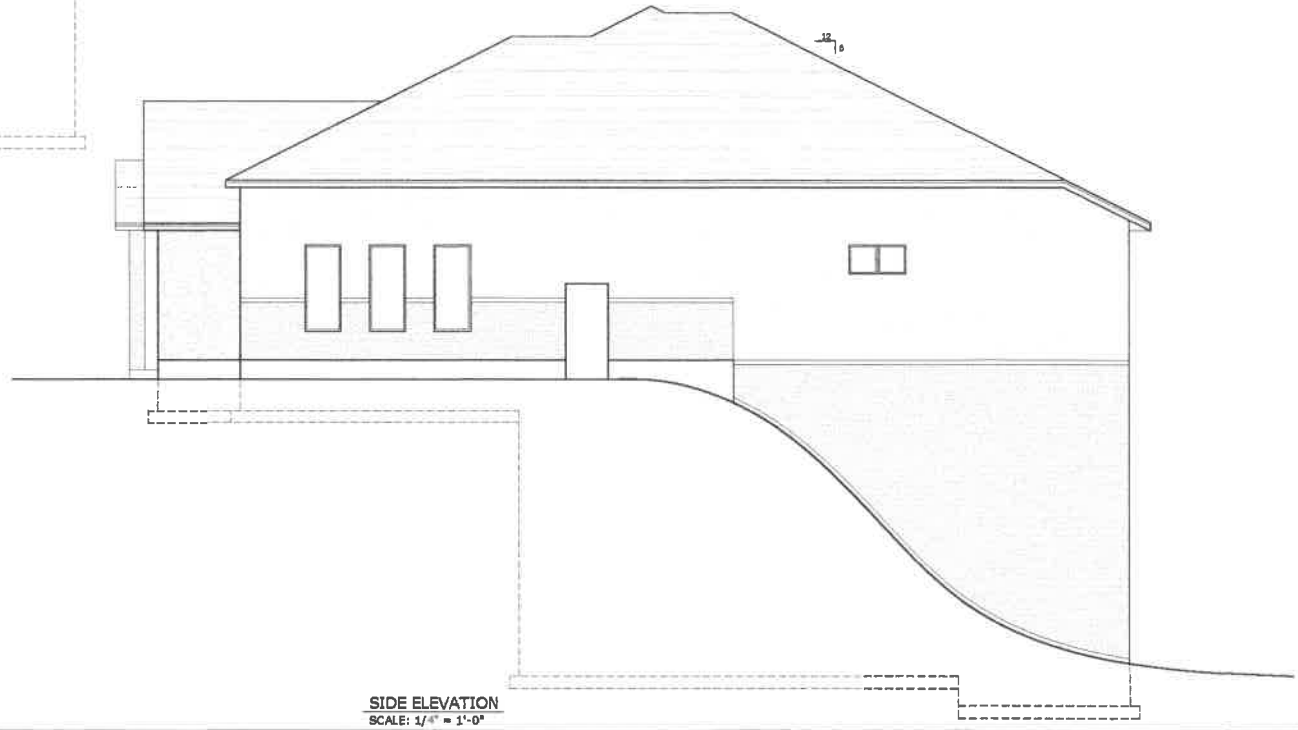
ENGINEER SEAL

NOTES

1. FLASH AND CAULK ALL EXTERIOR WINDOWS AND DOORS AS PER MANUFACTURERS INSTRUCTIONS.
2. PROVIDE 9" FLASHING AROUND ALL WINDOWS AND DOORS WITH SILL PLATE FLASHING.



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



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

ENGINEER SEAL

REVISIONS

BY IS THROUGHT FOR THE GENERAL CONTRACTOR TO UNDERSTAND THAT IT IS HIS/HER RESPONSIBILITY TO BE SURE THIS PROJECT IS CONSTRUCTED IN FULL COMPLIANCE WITH ALL NATIONAL CODES AND ORDINANCES. THIS PACKET DOES NOT RELIEVE THE CONTRACTOR FROM THIS RESPONSIBILITY. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS. THESE PLANS GIVES PERMISSION FOR VIOLATION OF ANY CODE OR ORDINANCE. NO CHANGES FROM THESE PLANS SHALL BE MADE WITHOUT THE WRITTEN CONSENT OF THE DESIGNER. THE DESIGNER ASSUMES NO RESPONSIBILITY FOR ANY CHANGES MADE TO THESE PLANS WITHOUTH PRIOR WRITTEN CONSENT. THE DESIGNER IS NOT RESPONSIBLE FOR ANY CONSTRUCTION METHODS. THE DESIGNER & DRAFTSMAN ARE TO BE HELD HARMLESS OF ANY PERSONAL LIABILITY OR PROPERTY DAMAGE. THESE PLANS ARE TO BE USED FOR CONSTRUCTION PURPOSES ONLY. THE CONSTRUCTION OF BUILDING, ACCEPTS FULL RESPONSIBILITY. (CHECK PLANS CAREFULLY BEFORE CONSTRUCTION)

JOHNSON RESIDENCE
1026 WATER TURN DRIVE
FARMINGTON, UTAH

BUILDING ELEVATIONS

A-4

NOTES

1. FLASH AND CAULK ALL EXTERIOR WINDOWS AND DOORS AS PER MANUFACTURERS INSTRUCTIONS.
2. PROVIDE 9" FLASHING AROUND ALL WINDOWS AND DOORS WITH SILL PLATE FLASHING.

ATTIC VENTILATION

4272 SQ. FT. OF ATTIC AREA WITH ATTIC VENTS AND SOFFIT VENTS PROVIDED.
1/300 OF 4272 = 14.24 SQ. FT. OF ATTIC VENTS REQUIRED.
15 - 1 SQ. FT. ATTIC VENTS REQUIRED OR CONTINUOUS ROOF VENT



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

ENGINEER SEAL

REVISIONS

IT IS IMPORTANT FOR THE GENERAL CONTRACTOR TO UNDERSTAND THAT IT IS HIS/HER RESPONSIBILITY TO BE SURE THIS PROJECT IS CONSTRUCTED IN FULL COMPLIANCE WITH ALL STATE AND LOCAL CODES AND ORDINANCES. THE PLANS ARE NOT ALL INCLUSIVE OF ALL MINIMUM CODES AND ORDINANCES. THIS FACT DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH ALL MINIMUM STANDARDS. NO OMISSION FROM THESE PLANS GIVES PERMISSION FOR VIOLATION OF ANY CODE OR ORDINANCE. NO APPROVAL EVER GRANTS PERMISSION TO VIOLATE ANY CODE OR TOWN ORDINANCE. THE GREATEST EFFORT HAS BEEN MADE TO DRAW THESE PLANS WITHOUT ERROR, HOWEVER THERE IS NOT GUARANTEE THAT THESE PLANS ARE WITHOUT ERROR. THE DESIGNER & DRAFTSMAN ARE TO BE HELD HARMLESS OF ANY FINANCIAL LIABILITY RESULTING FROM ERRORS IN THESE PLANS. ANY ONE USING THESE PLANS FOR CONSTRUCTION OF BUILDING, ACCEPTS FULL RESPONSIBILITY. (CHECK PLANS CAREFULLY BEFORE CONSTRUCTION)

JOHNSON RESIDENCE

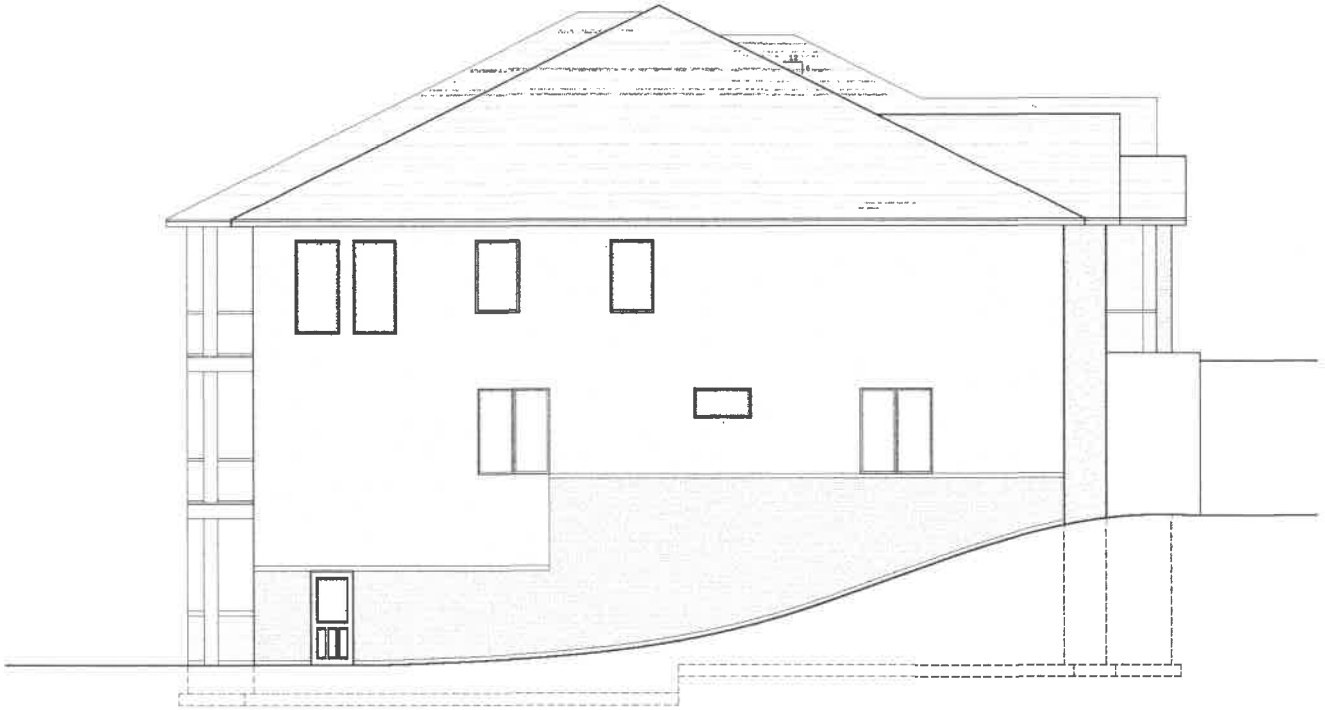
1026 WATER TURN DRIVE
FARMINGTON, UTAH

BUILDING ELEVATIONS

A-5

NOTES

1. FLASH AND CAULK ALL EXTERIOR WINDOWS AND DOORS AS PER MANUFACTURERS INSTRUCTIONS.
2. PROVIDE 6" FLASHING AROUND ALL WINDOWS AND DOORS WITH SILL PLATE FLASHING.



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

ENGINEER SEAL

REVISIONS

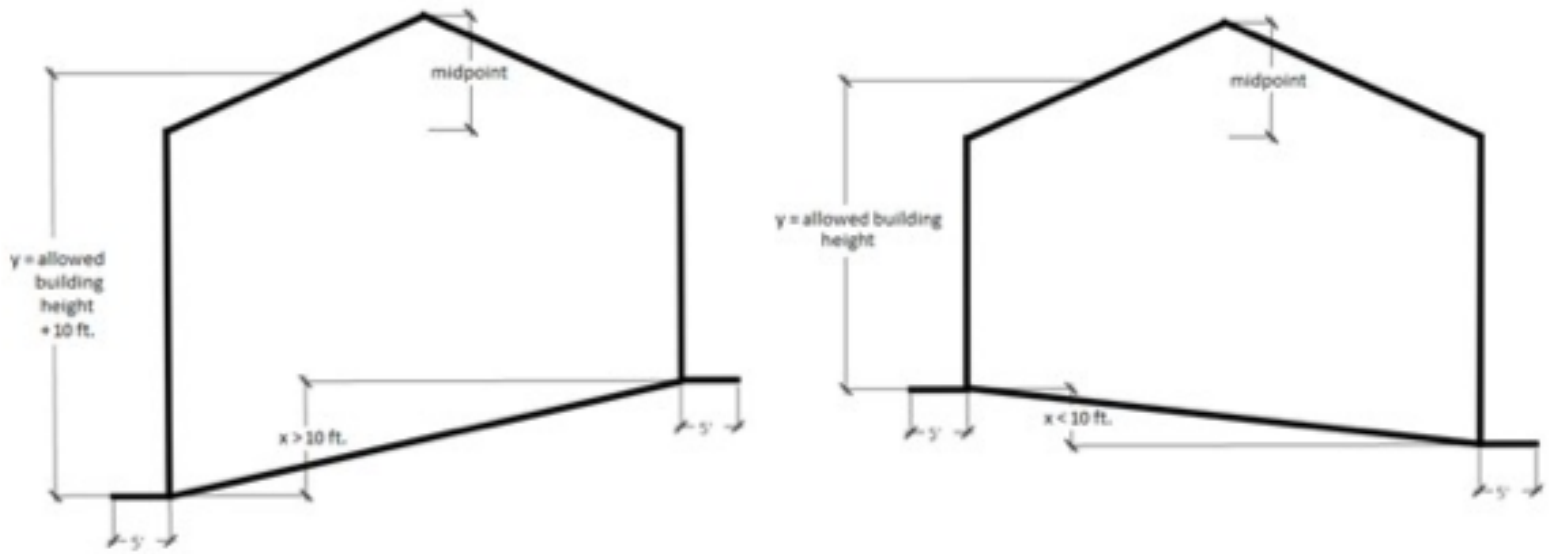
IT IS IMPORTANT FOR THE OWNER, CONTRACTOR TO UNDERSTAND THAT IT IS HIS/HER RESPONSIBILITY TO READ THESE PLANS AND SPECIFICATIONS AND TO BECOME FAMILIAR WITH ALL ITEMS AND REQUIREMENTS CONTAINED THEREIN. 2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE AND SHALL REPORT ANY DISCREPANCIES FROM THESE PLANS TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK. 3. STUDY AND LOCATE ALL EXISTING AND PROPOSED UTILITIES BEFORE EXCAVATING. 4. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE INTERNATIONAL RESIDENTIAL CODE AS ADOPTED BY THE LOCAL JURISDICTION. 5. ANY DEVIATION FROM CONFORMANCE WITH ALL REGULATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IN WRITING. NO DEVIATION FROM THESE PLANS SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE ARCHITECT. 6. ANY CHANGES IN THESE PLANS MUST BE APPROVED BY THE ARCHITECT IN WRITING. 7. THESE PLANS ARE COPYRIGHTED. ANY USE OF THESE PLANS FOR CONSTRUCTION OF BUILDINGS, ACCEPT BY THE ARCHITECT, IS PROHIBITED. 8. THESE PLANS SHALL NOT BE USED FOR BIDDING PURPOSES.

JOHNSON RESIDENCE
1026 WATER TURN DRIVE
FARMINGTON, UTAH

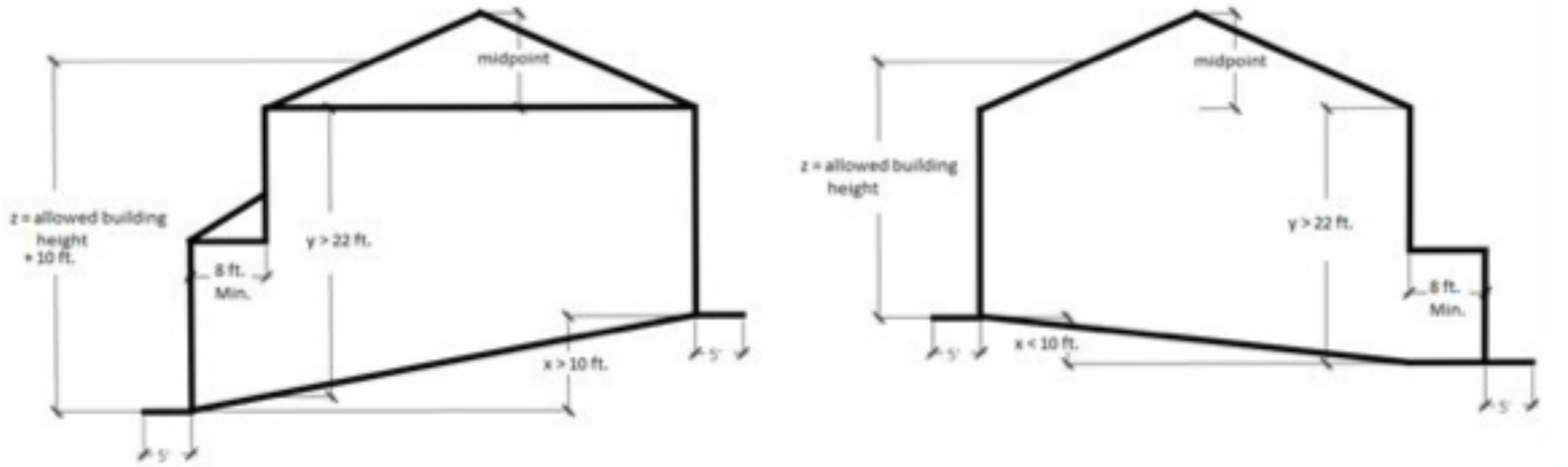
BUILDING ELEVATIONS

A-6

Subsection A Example



Subsection A and B Example



Planning Commission Staff Report
May 18, 2023

Item 8: Hess Farms Subdivision – Preliminary Plat

Public Hearing:	No
Application No.:	S-3-22 and Z-1-22
Property Address:	Approximately 900 N Highway 89 (Parcel 08-052-0262)
General Plan Designation:	CMU (Commercial Mixed Use)
Zoning Designation:	CMU (Commercial Mixed Use)
Area:	10 Acres
Number of Lots:	70
Property Owner:	Wright Development Group (WDG Park Lane, LLC)
Agent:	Thomas Hunt and Logan Johnson

Request: *Applicant is requesting preliminary plat approval for the Hess Farms Subdivision.*

Background Information

Hess Farms Subdivision is located at approximately 900 N Highway 89 on Parcel 08-052-0262. The 10 acre parcel was approved for the CMU zoning district by the City Council in January of this year where a development agreement was entered into allowing the developer a maximum of 69 residential units as long as the property west of 700 West street is developed commercial and the 700 West Street and Lagoon Drive roads are completed as shown in that schematic plan. In total the project includes 62 three-bedroom townhome units and 7 single bedroom units and a commercial lot consistent with the agreement..

The residential project would complete the connection of the north part of Lagoon Drive to the highway 89 frontage road and provides for a completion of the connection of 700 West Street to Lagoon Drive. Apart from 700 West and Lagoon Drive, the development would be served by private streets and homes are platted on individual lots for the option of owner occupancy.

Another 2.69 acres is being set aside for commercial use. A concept has been provided as part of the development agreement for 2 story offices. The development agreement was approved by the City Council on January 3, 2023, as well as the schematic subdivision plan together with the CMU zone. The development agreement is included as supplemental information 2.

Preliminary Plat is the intermediate step in Farmington's subdivision process. It is preceded by Schematic Subdivision Plan and, if approved, will be followed by Final Plat, which also requires Planning Commission approval.

The Development Review Committee has looked more detailed plans and additional information since the schematic plan was approved and has found the Preliminary Plat ready for the Planning Commission's consideration.

Suggested Motion

Motion to approve the preliminary plat for Hess Farms Subdivision, with the condition that the applicant must address all remaining DRC comments.

Findings for Approval:

1. The schematic subdivision plan with the assurances of the provided development agreement create a development that is consistent with the East Park Lane small area plan and the requested CMU zoning district.
2. While the project does include units intended to offer housing for moderate income households, the included condition assures compliance with FCC 11-19-035. The Council is satisfied with this compliance as seen from its approval on January 3, 2023.
3. The Development Agreement has been approved by the City Council.

Supplemental Information

1. Vicinity Map
2. Developers Obligations from Development Agreement
3. Subdivision Plat
4. Landscape plan
5. Building Elevations

89
Driveway
Willow Wind Dr
Highway 89 So
bound (US 89)
N US-89 Exit to Shepard Lane
Shepard Lane Park
Shepard Park Rd
W 1175 N
Quail Run
South Park
Quail Wing Rd
Quail Flight Rd
Main Street
106
Highway 89 Exit to Park Lane
Highway 89 Exit to Shepard Lane
East Frontage Road
Motor Ct
Farmington Xing
Driveway
Sprung Pond Dr
Motor Ct
Motor Ct
low Green Way
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Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.
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VICINITY MAP
Hess Farms Subdivision
FARMINGTON

a) Incorporation of Recitals. The above Recitals are hereby incorporated into this Agreement.

b) Property Affected by this Agreement. The legal description of the Property contained within the Project boundaries to which the Agreement applies is attached as Exhibit A and incorporated by reference.

c) Compliance with Current City Ordinances. Unless specifically addressed in this Agreement, Developer agrees that any development of the Property shall comply with city ordinances in existence on the date of execution of this Agreement. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances.

d) Developer Obligations. Developer agrees to the following provisions as a condition for being granted the zoning approval sought:

e) Commercial Building Height. The commercial buildings shall be at least two (2) stories in height.

f) Lagoon Drive Connection. Developer shall be responsible to construct a connection between the Project and existing Lagoon Drive to the East of the Property and connect it to Highway 89, in order to accomplish the circulation plan submitted to the City. The construction shall meet all City standards and specifications for right-of-way and shall be constructed and accepted by the City prior to the occupancy of the thirty-first (31st) residential unit within the Project. Developer shall be solely responsible for all costs incurred to construct Lagoon Drive as a 60' ROW. The city shall be responsible for all costs to increase the size of Lagoon Drive from a 60' ROW to a 66' ROW. The City may reject or hold occupancy to any remaining units until that connection is constructed as provided in this Agreement. Developer asserts and the City relies upon the assertion that the property on which the connection is to be constructed is within the control of the Developer or its affiliates.

g) 700 West Connection. Developer shall be responsible to construct a connection between the Project and existing 700 West to the North of the Property, in order to accomplish the circulation plan submitted to the City. The construction shall meet all City standards any specifications for right-of-way. Developer shall be solely responsible for all costs incurred to construction 700 West as a 55' ROW. The city shall be responsible for all costs to increase the size of 700 West from a 55' ROW to a 60' ROW. Developer asserts and the City relies upon the assertion that the property on which the connection is to be constructed within the control of the Developer or its affiliates.

h) Conformance to Submittals. Construction of the Project shall be substantially similar to the elevations and drawings provided to the City by the Developer in its subdivision application, and shall comply with all other applicable Farmington City Municipal codes. The drawings are attached as "Exhibit B" and incorporated by this reference.

i) Private Road Connection to 700 West. Developer agrees that the private road to be built within the Project shall connect to the East side of 700 West as depicted in Exhibit B. Developer acknowledges that this is an essential component to the safety of the residential units by providing a second fire apparatus access road connection, as required by International Fire Code, for the townhomes. As a result, the private road within the Project shall be connected to 700 West prior the occupancy of the thirty-first (31st) residential unit, and the City may reject or hold occupancy to any remaining units until that connection is constructed as provided in this Agreement.

j) Utility Lines. An 8" water line in Lagoon Drive is required to service the Project. However, City requires that a 12" water line be installed in order to service additional property owners through the city. As a result, Developer shall be responsible for the costs to install an 8" water line in Lagoon Drive and City shall be responsible for the costs to upgrade the water line from an 8" to a 12" line.

k) Wetlands Mitigation. 0.5 acres of wetlands must be filled to construct Lagoon Drive. The Army Corp has approved this action, on the condition that 1 acre of mitigation be purchased. The City will reimburse the Developer the amount of ten percent (10%) of the cost of the purchase of wetland mitigation credits from Machine Lake, due to the increased width of Lagoon Drive that is being required by the City. The reimbursement will be realized through credits toward the transportation impact fee assessed against the Project.

l) Commercial Development on Western Portion of Parcel. Developer agrees that all uses to the West of 700 West will be commercial in nature and not residential, as designated in Exhibit B.

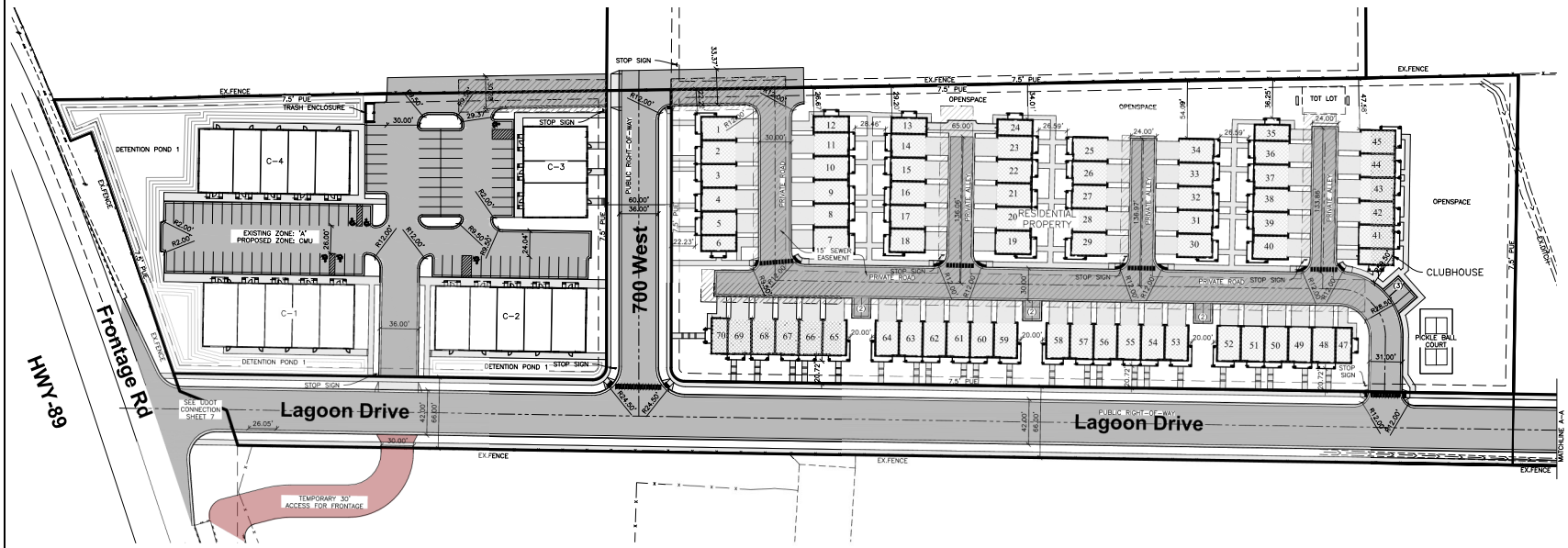
m) City Obligations. City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City, and to provide standard municipal services to the Project. The City shall provide all public services to the Project, with the exception of secondary water and sewer, and to maintain the public improvements, including roads, intended to be public upon dedication to the City and acceptance in writing by the City; provided, however, that the City shall not be required to maintain any privately-owned areas or improvements that are required to be maintained by a private party or a homeowner's association in the Project.

n) Minimum Lot Standards.

o) Density. The maximum number of residential units in the Project is sixty-nine (69) units.

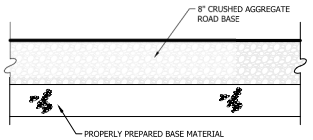
p) Common Space. The Project contains approximately 34.2% landscaping, which shall be installed in accordance with City codes, standards and specifications.

q) Layout, Circulation, Connectivity. The layout and circulation of the Project, as submitted by the Developer in the Circulation Plan that accompanied the subdivision application, is hereby accepted by the City, and the Project shall substantially conform to that plan. The circulation plan is included in "Exhibit B."

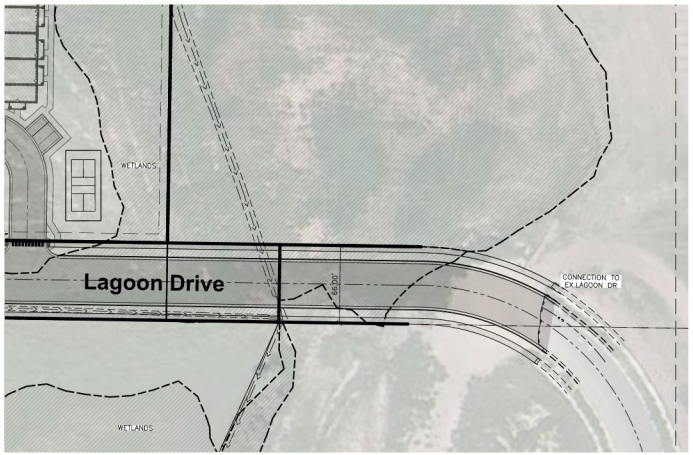


TEMPORARY ACCESS FOR FRONTAGE

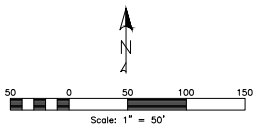
- TEMPORARY ACCESS FOR FRONTAGE ROAD IS REQUIRED SO THE HNJ INVESTMENT COMPANY CAN ACCESS THEIR PROPERTY, AND IS ALSO REQUIRED AS AN EMERGENCY EGRESS ROADWAY FOR THE MERCEDES DEALERSHIP. ONCE 700 SOUTH CONTINUES SOUTH OF LAGOON DRIVE, THIS TEMPORARY ACCESS ROAD CAN BE REMOVED.



TEMPORARY ACCESS ROAD DETAIL



NOTES:
1. TOWNHOME SEWER LATERALS ARE 4" PVC WITH A MIN SLOPE OF 2.0%.
2. EACH COMMERCIAL TENANT SHALL BE EQUIPPED WITH A GRINDER PUMP THAT WILL BE CONNECTED TO THE 2" LOW PRESSURE SEWER LINE THAT WILL THEN CONNECT TO SSMH#9 IN 700 WEST.
3. TOWNHOME WATER LATERALS SHALL BE A 3/4" WATER METER WITH 1" WATER LATERAL.
4. COMMERCIAL WATER LATERALS SHALL BE A 1" WATER METER WITH 1" WATER LATERAL.
5. ALL SECONDARY WATER LINES NEED TO BE INSTALLED PER BENCHLAND WATER DISTRICT STANDARDS AND SPECIFICATIONS.
6. ALL LOW ELEVATIONS NEED TO DRAIN, ALL HIGH ELEVATIONS NEED TO HAVE AIR RELEASE/VACUUM INSTALLED ON SECONDARY WATER MAINLINES.
7. ALL TRANSFORMERS, METERS, AND SIMILAR EQUIPMENT SHALL BE SCREENED.
8. REFUSE AND RECYCLE CONTAINERS CANS FOR EACH UNIT WILL BE ROLLED TO PRIVATE ALLEY.
9. ALL TOWNHOMES LOCATED OVER THE EXISTING DITCH MUST USE STRUCTURAL FILL FOR FILL IN THE DITCH.
10. WATERLINES IN THE RESIDENTIAL AREAS ARE TO BE PRIVATELY OWNED AND MAINTAINED.
11. PLEASE CONTACT FARMINGTON CITY WATER SUPERINTENDENT AT 801-430-4273 IF ANY QUESTIONS ARISE ABOUT WATER VALVE PLACEMENT.



Site Information

LOCATED IN:	FARMINGTON CITY, DAVIS COUNTY
ORIGINAL PROPERTY:	435,600 SF (10.0 ACRES)
CURRENT ZONE:	A – AGRICULTURAL
PROPOSED ZONE:	CMU – COMMERCIAL MIXED USE
COMMERCIAL PROPERTY	117,334 SF (2.69 ACRES)
BUILDINGS:	30,000 SF – 25.5%
HARDSCAPE:	43,907 SF – 37.5%
LANDSCAPE:	43,427 SF – 37.0%
RESIDENTIAL PROPERTY:	222,177 SF (5.10 ACRES)
TOWNHOMES:	TOTAL 70 UNITS (50,405 SF)
CLUB HOUSE	1 UNIT
3 BEDROOM	62 UNITS
1 BEDROOM	7 UNITS
	13.7 UNITS PER ACRE
BUILDINGS:	50,405 SF – 22.7%
HARDSCAPE:	76,670 SF – 34.5%
LANDSCAPE:	95,102 SF – 42.8%
LAGOON DRIVE:	96,112 SF (2.21 ACRES)
HARDSCAPE:	77,075 SF
LANDSCAPE:	19,037 SF (LS RATIO 20%)

HUNT ENGINEERING, LLC
HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

Hess Farms Subdivision

NORTH 1/2, SEC 13, T3N, R1W, SLB&M
FARMINGTON, DAVIS COUNTY, UTAH

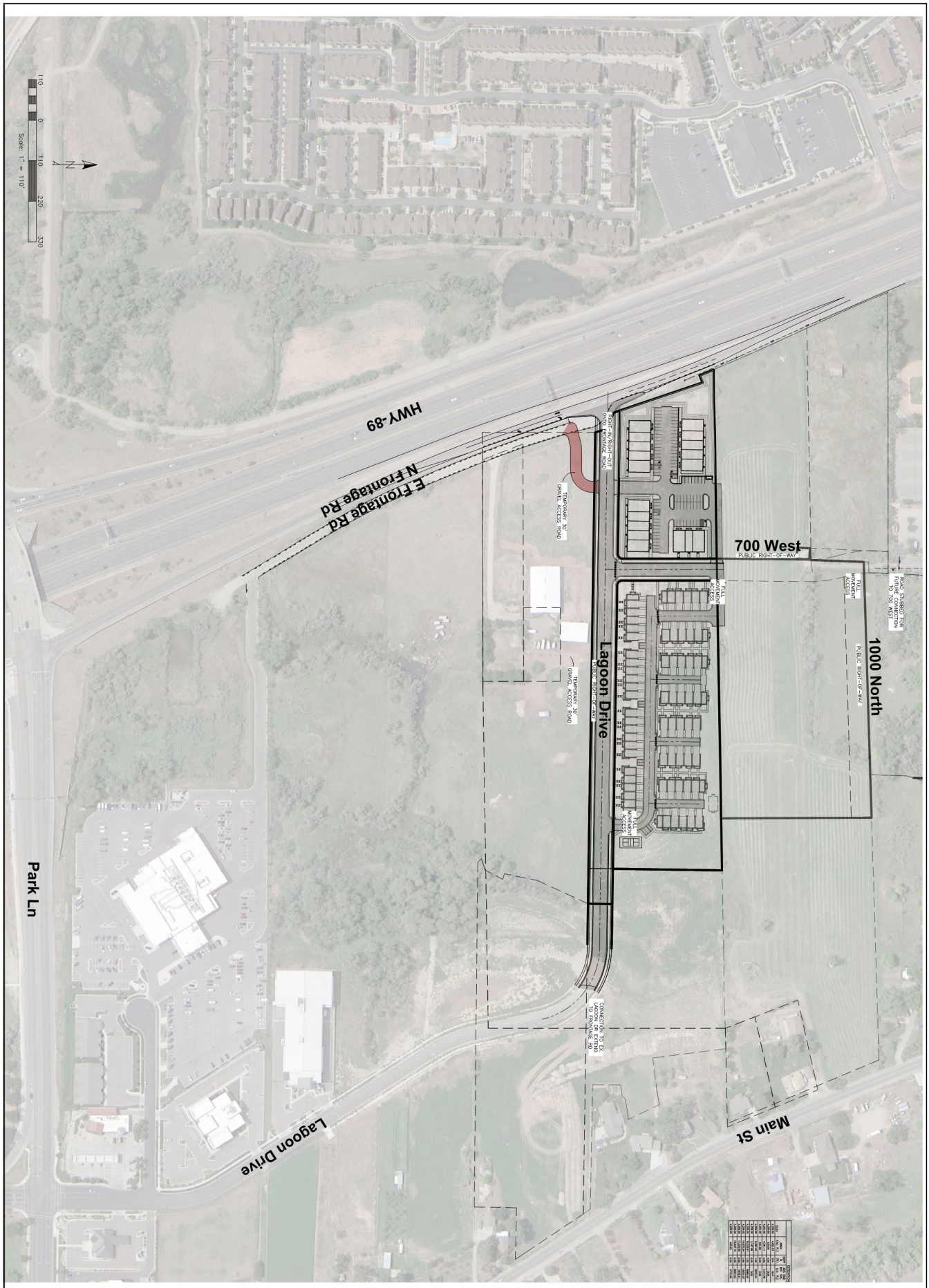
Site Plan

Revisions	Date

ENGINEERS STAMP
PROFESSIONAL ENGINEER
THOMAS J. HUNT
03/23/2023
STATE OF UTAH

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 5/2/2022
Name: Hess Farms

SHEET 4 of 15 SHEETS



SHEET	7
SHEETS	15

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 5/3/2022
Name: Hess Farms

ENGINEERS STAMP
THOMAS J. HUNT
STATE OF UTAH
05/23/2023
PROFESSIONAL ENGINEER

Revisions
Date

Circulation Plan

Hess Farms Subdivision

NORTH 1/2, SEC 13, T3N, R1W, SLB&M
FARMINGTON, DAVIS COUNTY, UTAH

HUNT ENGINEERING, LLC
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6619 Willow Creek Rd.
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Hess Farms Subdivision

Preliminary Plat - Not to be Recorded

LOCATED IN THE NORTH 1/2 OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH
AUGUST 2022

Storm Runoff Calculations

Farmington Properties
3/17/2023 tjm

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the Farmington, UT area taken from the NOAA Atlas 14 databases, using a 100- year storm for detention, and a 10- year storm for pipe conveyance. Storm water runoff has been calculated for a fully developed site and limited to a release rate of 0.2 cfs/acre.

The calculations are as follows:

Drainage Area:

Total Area = 10.00 acre or 435,600 ft²

Runoff Coefficients

Paved Area	197,652	C = 0.90
Landscaped Area	157,568	C = 0.15
Roof	80,405	C = 0.85
Weighted Runoff Coefficient		C = 0.62

Volume of Run-off for 100-year Storm Event:

C = 0.62
I = See Below in/hr
A = 435600.00 ft²
Q(out) = 2.00 ft³/s (0.2 cfs per acre)

time (min)	time (sec)	i (in/hr.)	Q (cfs)	Vol. in (cf)	Vol. out (cf)	Difference (cf)
0	0	0.00	0.00	0	0	0
5	300	7.33	45.79	13736	600	13136
10	600	5.57	34.79	20876	1200	19676
15	900	4.61	28.80	25917	1800	24117
30	1800	3.10	19.36	34856	3600	31256
60	3600	1.82	11.99	43176	7200	35976
120	7200	1.13	7.06	50822	14400	**36422**
180	10800	0.77	4.82	52081	21600	30481
360	21600	0.41	2.58	55724	43200	12524
720	43200	0.25	1.53	66114	86400	-20286
1440	86400	0.14	0.88	76098	172800	-96702

Orifice Sizing

Given: Q = 2.00 cfs
2g = 64.4 ft/s²
H = 3.50 ft
Cd = 0.62 for circular openings
R = SQRT(Qw/((0.7*(64.4*H)^0.5)))
R = 0.26 feet
3.14 inches
6.28 inches
D = 6.28 inches
A = 30.96 inches ^2 0.2150 ft ^2

SUMMARY:

The required storage volume is **36,422** cubic feet
Orifice size is **6.3** inches



Building Type A



Building Type B



Building Type C

LEGEND

- PROPERTY LINE
- ROAD CENTERLINE
- TIE TO MONUMENT
- EASEMENT LINE
- SECTION CORNERS
- RECORD CALLS ( )
- PRIVATE OWNERSHIP
- COMMON AREA/PUE
- 30' SEWER EASEMENT

Surveyor's Certificate

I, MICHAEL L. WANGEMANN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 6431156, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS: FARMINGTON ESTATES AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

DATE:

MICHAEL L. WANGEMANN
LICENSE NO. 6431156

As-Surveyed Legal Description

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE EAST FRONTAGE ROAD, SAID POINT ALSO THE SAME POINT OF BEGINNING AS CONTAINED IN THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED JUNE 24, 2019 AS ENTRY NO. 3168113 IN BOOK 7290 AT PAGES 1284-1293 IN THE DAVIS COUNTY RECORDER'S OFFICE, BEING SOUTH 89°52'45" WEST ALONG THE QUARTER SECTION LINE 696.296 FEET AND NORTH 306.014 FEET FROM THE CENTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND ALONG SAID BOUNDARY LINE AGREEMENT THE FOLLOWING TWELVE (12) COURSES: NORTH 17°29'15" WEST 34.201 FEET; THENCE NORTH 68°05'24" WEST 46.98 FEET; THENCE NORTH 18°42'27" WEST 254.22 FEET; THENCE SOUTH 67°50'41" WEST 20.91 FEET; THENCE NORTH 22°16'23" WEST 40.35 FEET TO AN EXISTING FENCE LINE; THENCE STILL ALONG SAID BOUNDARY LINE AGREEMENT AND AN EXISTING FENCE LINE NORTH 89°01'29" EAST 84.14 FEET; THENCE NORTH 89°07'28" EAST 79.917 FEET; THENCE NORTH 89°09'21" EAST 337.547 FEET; THENCE NORTH 89°07'31" EAST 284.95 FEET; THENCE NORTH 88°45'34" EAST 267.389 FEET; THENCE NORTH 89°31'30" EAST 164.276 FEET TO THE SOUTHWEST CORNER OF NORTH MAIN STREET CHURCH SUBDIVISION RECORDED JULY 2, 2009 AS ENTRY NO. 2464628 IN BOOK 4810 AT PAGE 426 IN DAVIS COUNTY RECORDER'S OFFICE; THENCE NORTH 88°47'01" EAST ALONG THE SOUTH OF SAID SUBDIVISION 141.48 FEET; THENCE SOUTH 00°52'45" WEST 362.13 FEET TO THE SOUTH LINE OF THAT COMMON LINE AS DESCRIBED IN SAID BOUNDARY LINE AGREEMENT; THENCE NORTH 89°07'15" WEST ALONG SAID BOUNDARY LINE AGREEMENT 1184.00 FEET TO THE POINT OF BEGINNING.

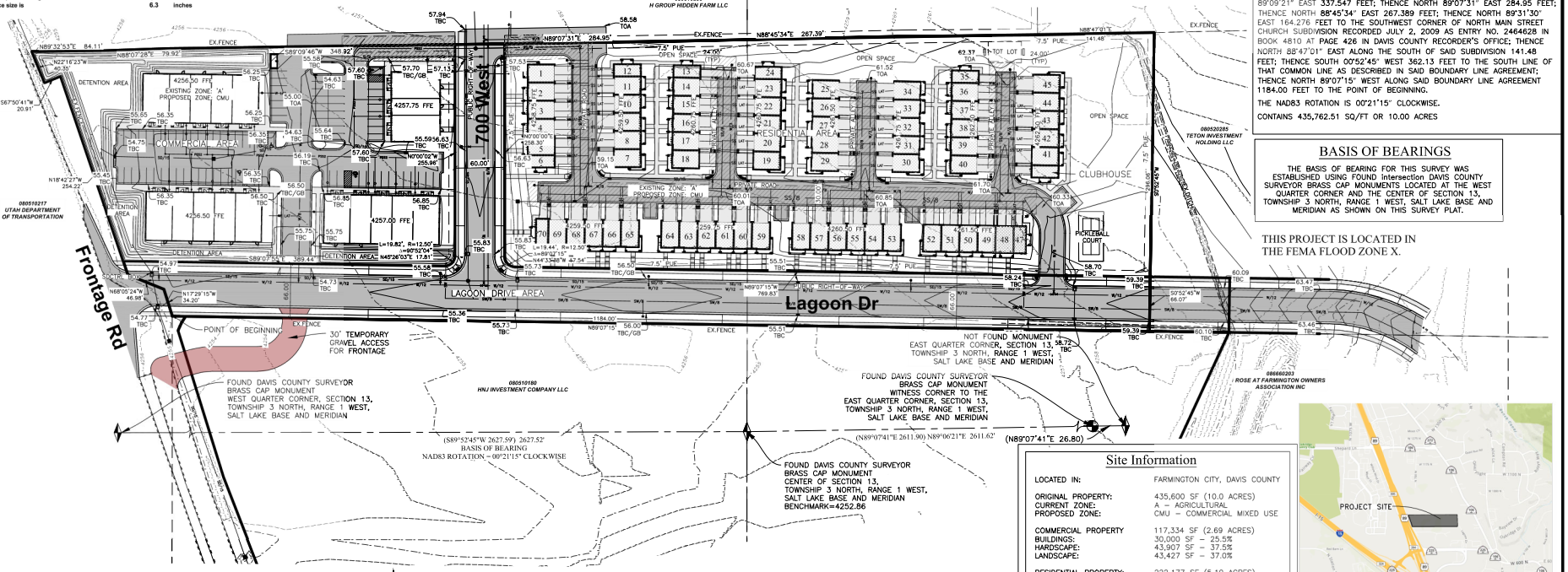
THE NAD83 ROTATION IS 00°21'15" CLOCKWISE.

CONTAINS 435,762.51 SQ/FT OR 10.00 ACRES

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED USING FOUND intersection DAVIS COUNTY SURVEYOR BRASS CAP MONUMENTS LOCATED AT THE WEST QUARTER CORNER AND THE CENTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AS SHOWN ON THIS SURVEY PLAT.

THIS PROJECT IS LOCATED IN THE FEMA FLOOD ZONE X.

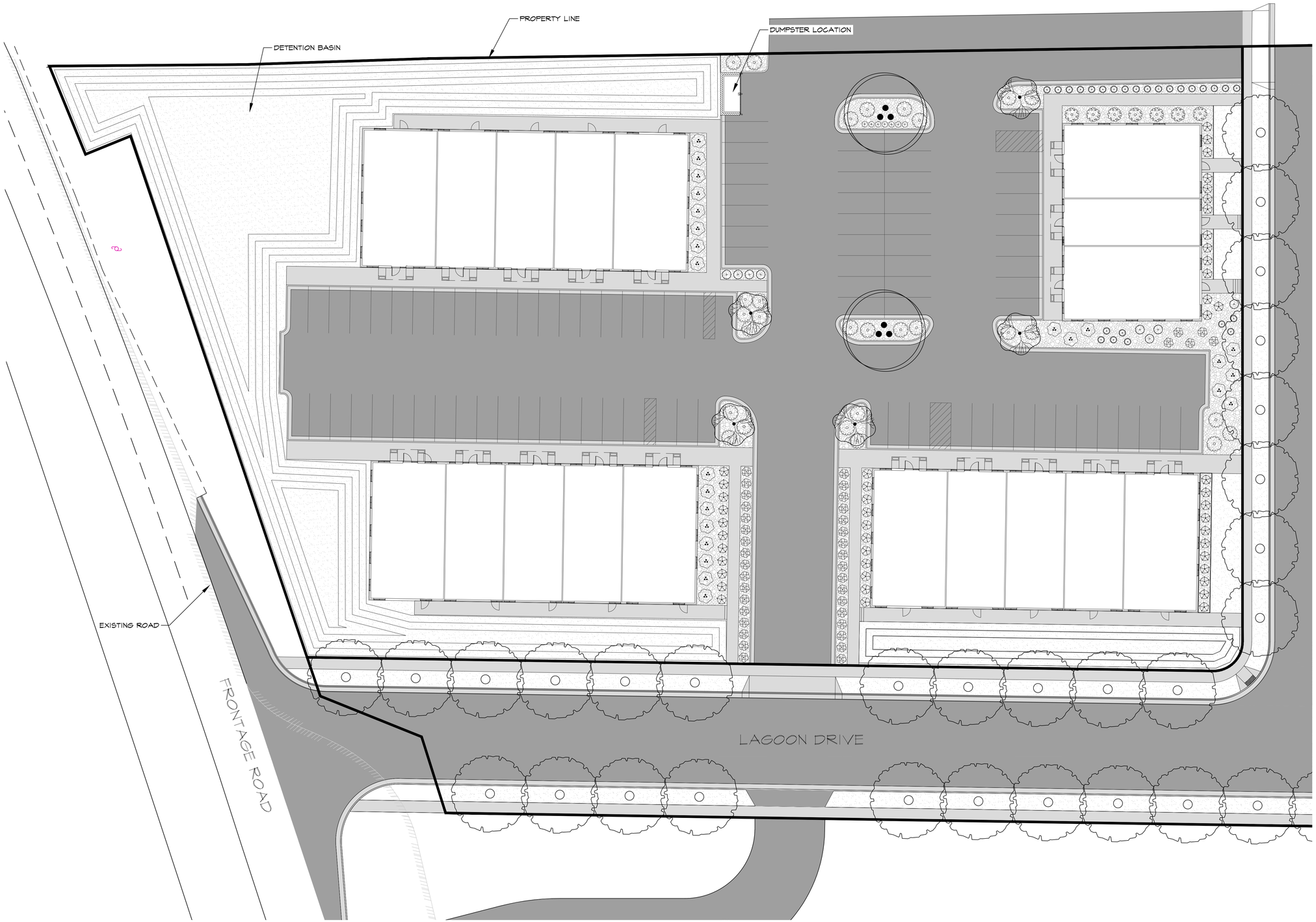


Site Information

LOCATED IN:	FARMINGTON CITY, DAVIS COUNTY
ORIGINAL PROPERTY:	435,600 SF (10.0 ACRES)
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PROPOSED ZONE:	CMU – COMMERCIAL MIXED USE
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LAGOON DRIVE:	96,112 SF (2.21 ACRES)
HARDSCAPE:	77,075 SF
LANDSCAPE:	19,037 SF (LS RATIO 20%)

Vicinity Map
NTS

NOTES:
1. TOWNHOME SEWER LATERALS ARE 4" PVC WITH A MIN SLOPE OF 2.0%.
2. EACH COMMERCIAL TENANT SHALL BE EQUIPPED WITH A GRINDER PUMP THAT WILL BE CONNECTED TO THE 2" LOW PRESSURE SEWER LINE THAT WILL THEN CONNECT TO SSMH#9 IN 700 WEST.
3. TOWNHOME WATER LATERALS SHALL BE A 3/4" WATER METER WITH 1" WATER LATERAL.
4. COMMERCIAL WATER LATERALS SHALL BE A 1" WATER METER WITH 1" WATER LATERAL.
5. ALL SECONDARY WATER LINES NEED TO BE INSTALLED PER BENCHLAND WATER DISTRICT STANDARDS AND SPECIFICATIONS.
6. ALL LOW ELEVATIONS NEED TO DRAIN, ALL HIGH ELEVATIONS NEED TO HAVE AIR RELEASE/VACUUM INSTALLED ON SECONDARY WATER MAINLINES.
7. ALL TRANSFORMERS, METERS, AND SIMILAR EQUIPMENT SHALL BE SCREENED.
8. REFUSE AND RECYCLE CONTAINERS CANS FOR EACH UNIT WILL BE ROLLED TO PRIVATE ALLEY.
9. ALL TOWNHOMES LOCATED OVER THE EXISTING DITCH MUST USE STRUCTURAL FILL FOR FILL IN THE DITCH
10. WATERLINES IN THE RESIDENTIAL AREAS ARE TO BE PRIVATELY OWNED AND MAINTAINED.
11. PLEASE CONTACT FARMINGTON CITY WATER SUPERINTENDENT AT 801-430-4273 IF ANY QUESTIONS ARISE ABOUT WATER VALVE PLACEMENT.



0 20 40 60 feet

SCALE: 1" = 20' ON A 24 X 36 SHEET

DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS, PREPARED BY LANDARC, LLC AND LANDARC LLC'S CONSULTANTS ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THIS INCLUDES DOCUMENTS IN ELECTRONIC FORM. LANDARC, LLC AND ITS CONSULTANTS SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS. THE INSTRUMENTS OF SERVICE SHALL NOT BE USED BY THE OWNER FOR FUTURE ADDITIONS OR ALTERATIONS TO THIS PROJECT OR FOR OTHER PROJECTS, WITHOUT THE PRIOR WRITTEN AGREEMENT OF LANDARC, LLC. ANY UNAUTHORIZED USE OF THE INSTRUMENTS OF SERVICE SHALL BE AT THE OWNER'S SOLE RISK AND WITHOUT LIABILITY TO LANDARC, LLC AND LANDARC LLC'S CONSULTANTS. © 2023 LANDARC, LLC.

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435.664.4414

SEAL

LICENSED LANDSCAPE ARCHITECT
ZACHARY TAYLOR
#11997347-5301
STATE OF UTAH

4/13/2023

PROJECT

HESS FARMS SUBDIVISION
900 N. LAGOON DR.
FARMINGTON, UT

ISSUE DRAWING LOG

CALL 811 BEFORE YOU DIG
811
SAFE DIGGING PARTNER

TITLE

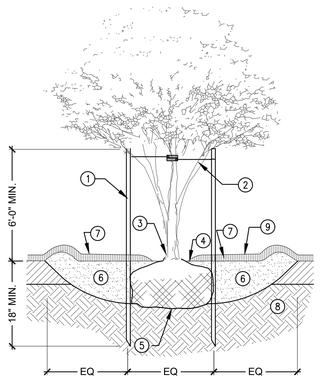
COMMERCIAL LANDSCAPE PLAN

SHEET NO.

L100

NOTES:

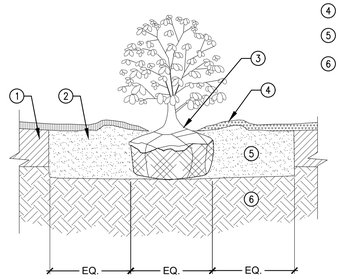
1. INSTALL TREE PLUMB
2. FOR ALL FALL PLANTING, WRAP TRUNK TO LOWEST BRANCH. REMOVE THE FOLLOWING SPRING.



1. 2" DIA. (ROUND) FIR POSTS; 2 PER TREE; ALL POSTS SHALL BE PLUMB AND HAVE SAME HEIGHT ABOVE FINISH GRADE.
2. GALVANIZED WIRE CABLE LOOPED THROUGH 1" GROMMETED NYLON WEBBING AROUND TRUNK; SECURE BY TWISTING UNTIL TAUT
3. TOP OF ROOTBALL SHALL BE 1"-2" ABOVE FINISHED GRADE
4. ROOT FLARE SHALL BE EXPOSED; MULCH SHOULD NOT BE WITHIN 4" OF TREE TRUNK
5. PLACE BALL ON UNDISTURBED SUBSOIL; CUT WIRE BASKET AND REMOVE AND DISCARD BURLAP OR OTHER SOD WRAPPING MATERIALS FOR TOP 1/3 OF ROOTBALL.
6. EXCAVATE HOLE TO DIAMETER 3X WIDER THAN ROOTBALL. BACKFILL WITH PLANTING SOIL MIX
7. BARK MULCH, DEPTH AS SPECIFIED.
8. UNDISTURBED SUBGRADE
9. 5' DIA. DEPRESSED WATERING BASIN.

1 DECIDUOUS TREE WITH STAKING

NTS



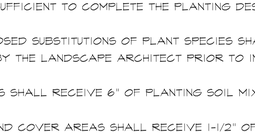
1. PLANTING SOIL MIX
2. BARK MULCH
3. SET ROOT FLARE 2" HIGHER THAN FINISH GRADE TO ALLOW FOR SETTLING
4. BERM TO FORM DEPRESSED WATERING BASIN
5. PLANTING SOIL MIX
6. UNDISTURBED SUBGRADE

NOTES:

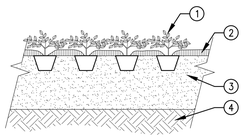
1. PLACE BALL ON UNDISTURBED SUBGRADE. REMOVE AND DISCARD WRAPPING MATERIAL EXCEPT UNDER BALL.
2. SETTLE PLANT BY FILLING PLANTING PIT WITH WATER USING HOSE OR BUCKET.
3. MULCH SHOULD NOT BE WITHIN 4" OF TRUNK.
4. REMOVE WATERING BASIN PRIOR TO END OF MAINTAINANCE PERIOD.

2 SHRUB

NTS



PLAN



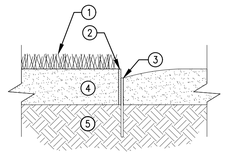
SECTION

NOTE:
1. SEE PLANTING LEGEND FOR SPACING

1. GROUNDCOVER/PERENNIALS (SEE NOTE)
2. 3-4" MIN. BARK MULCH OR GRAVEL, PER PLAN
3. PLANTING SOIL MIX
4. UNDISTURBED SUBGRADE

3 GROUNDCOVER / PERENNIAL

NTS



1. TURF PER PLANTING PLAN
2. STEEL EDGING
3. STEEL STAKE ENSURE SMOOTH CURVES AND/OR STRAIGHT LINES
4. PLANTING SOIL MIX
5. UNDISTURBED SUBGRADE

NOTE:
EDGING TO BE 1/2" ABOVE FINISH GRADE

4 EDGING - CUSTOM METAL

NTS

PLANT SCHEDULE COMMERCIAL

TREES	BOTANICAL / COMMON NAME	CONT	QTY
	FRAXINUS PENNSYLVANICA 'GIMMZAM' TM / GIMMARON ASH	2" CAL.	29
	MALUS X 'SPRING SNOW' / SPRING SNOW CRABAPPLE	2" CAL.	5
	TILIA CORDATA / LITTLELEAF LINDEN	2" CAL.	2

SHRUBS	BOTANICAL / COMMON NAME	SIZE	QTY
	CORNUS SERICEA 'ARTIC FIRE' / ARTIC FIRE DOGWOOD	5 GAL	36
	EUONYMUS ALATUS 'COMPACTUS' / COMPACT BURNING BUSH	5 GAL	24
	PHYSOCARPUS OPULIFOLIUS 'DIABLO' / DIABLO NINEBARK	5 GAL	7
	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	5 GAL	28
	ROSA ACICULARIS 'KNOCK OUT' / KNOCKOUT ROSE	5 GAL	11
	SPIRAEA X BUMALDA 'GOLDFLAME' / GOLDFLAME SPIREA	5 GAL	8
	WEIGELA FLORIDA 'MINUET' / MINUET WEIGELA	5 GAL	39

GRASSES	BOTANICAL / COMMON NAME	SIZE	QTY
	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS	1 GAL	26

ANNUALS/PERENNIALS	BOTANICAL / COMMON NAME	SIZE	QTY
	HEMEROCALLIS X 'STELLA DE ORO' / STELLA DE ORO DAYLILY	1 GAL	7

SOD

CHANSHARE FARMS IMPERIAL BLUEGRASS / DROUGHT TOLERAN BLUEGRASS

MATERIALS

1"-1.5" ROCK MULCH- FARMINGTON ROCK TYPE

PLANTING NOTES

1. THE BASE INFORMATION FOR THIS DRAWING WAS OBTAINED FROM OTHERS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE DRAWING WITH ACTUAL FIELD CONDITIONS PRIOR TO BEGINNING ANY WORK, AND IMMEDIATELY NOTIFYING THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. IN THE EVENT THAT THE CONTRACTOR BEGINS WORK PRIOR TO VERIFYING AND COMPARING THE BASE INFORMATION WITH ACTUAL FIELD CONDITIONS, THEN ANY CHANGES OR ALTERATIONS TO THE WORK INVOLVED WITH THESE DRAWINGS DUE TO SUCH DISCREPANCIES WILL BE PERFORMED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.

2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND MARKING THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF WORK PRIOR TO BEGINNING CONSTRUCTION. CONTACT THE OWNER, BLUE STAKES OF UTAH (1-800-662-4111), AND ALL OTHER ENTITIES AS NECESSARY. IN THE EVENT THAT THE CONTRACTOR BEGINS WORK PRIOR TO VERIFYING AND STAKING ALL UTILITIES, AND DAMAGE TO UTILITIES OCCURS, THE DAMAGED UTILITIES WILL BE PREPARED AND/OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.

3. IF PROVIDED, REFER TO LEGENDS, NOTES, DETAILS, AND SPECIFICATIONS FOR FURTHER INFORMATION.

4. ANY ALTERATIONS TO THESE ACTUAL PLANTING PLANS DURING CONSTRUCTION SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT AND RECORDED ON 'AS BUILT' DRAWINGS.

5. ALL PLANT MATERIAL SHALL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN NURSERY ASSOCIATION, INC.

6. ALL PLANTS TO BE BALLED AND BURLAPPED OR CONTAINER GROWN, UNLESS OTHERWISE NOTED ON THE PLANT LIST.

7. QUANTITIES INDICATED IN THE PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES, AND SHALL SUPPLY ALL PLANT MATERIAL IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING DESIGN SHOWN ON THE PLANS, REGARDLESS OF QUANTITIES INDICATED IN THE PLANT SCHEDULE.

8. 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 LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

9. TURF AREAS SHALL RECEIVE 6" OF PLANTING SOIL MIX, AND ALL PLANT BEDS SHALL RECEIVE 12" OF PLANTING SOIL MIX AS SPECIFIED. BACKFILL ALL PLANTING PITS WITH PLANTING SOIL MIX.

10. ANY GROUND COVER AREAS SHALL RECEIVE 1-1/2" OF FINE TEXTURED SOIL AID/SOIL PEP.

11. PRUNE ANY TREES NEXT TO SIDEWALKS TO A MINIMUM HEIGHT OF 7' FOR A CLEAR WALKING PATH.

IRRIGATION NOTE

1. DRIP IRRIGATION SHALL BE USED OUTSIDE OF LAWN AREAS. DRIP IRRIGATION SHALL BE EQUIPPED WITH PRESSURE REGULATOR, FILTER, ETC.

2. IRRIGATION VALVES SHALL IRRIGATE LANDSCAPES WITH SIMILAR SITE, SLOPE, AND PLANT MATERIALS WITH SIMILAR WATER NEEDS (LAWN AND PLANTING BEDS SHALL BE IRRIGATED ON SEPARATE VALVES). NO DRIP IRRIGATION AND OVERHEAD SPRAY IRRIGATION ARE PERMITTED ON THE SAME IRRIGATION VALVE. NO COMBINATION OF DIFFERING SPRINKLER HEADS IS PERMITTED ON THE SAME IRRIGATION VALVE.

3. A WATER SENSE LABELED SMART IRRIGATION CONTROLLER, EQUIPPED WITH RAIN DELAY, SHALL BE INSTALLED TO OPERATE THE AUTOMATIC PRESSURE IRRIGATION SYSTEM.

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LANDARC
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HEBER CITY, UT 84032
utlandarc@gmail.com
435.664.4414

SEAL

LICENSED LANDSCAPE ARCHITECT
ZACHARY TAYLOR
#11997347-5301
STATE OF UTAH

4/13/2023

PROJECT

HESS FARMS SUBDIVISION
900 N. LAGOON DR.
FARMINGTON, UT

ISSUE DRAWING LOG

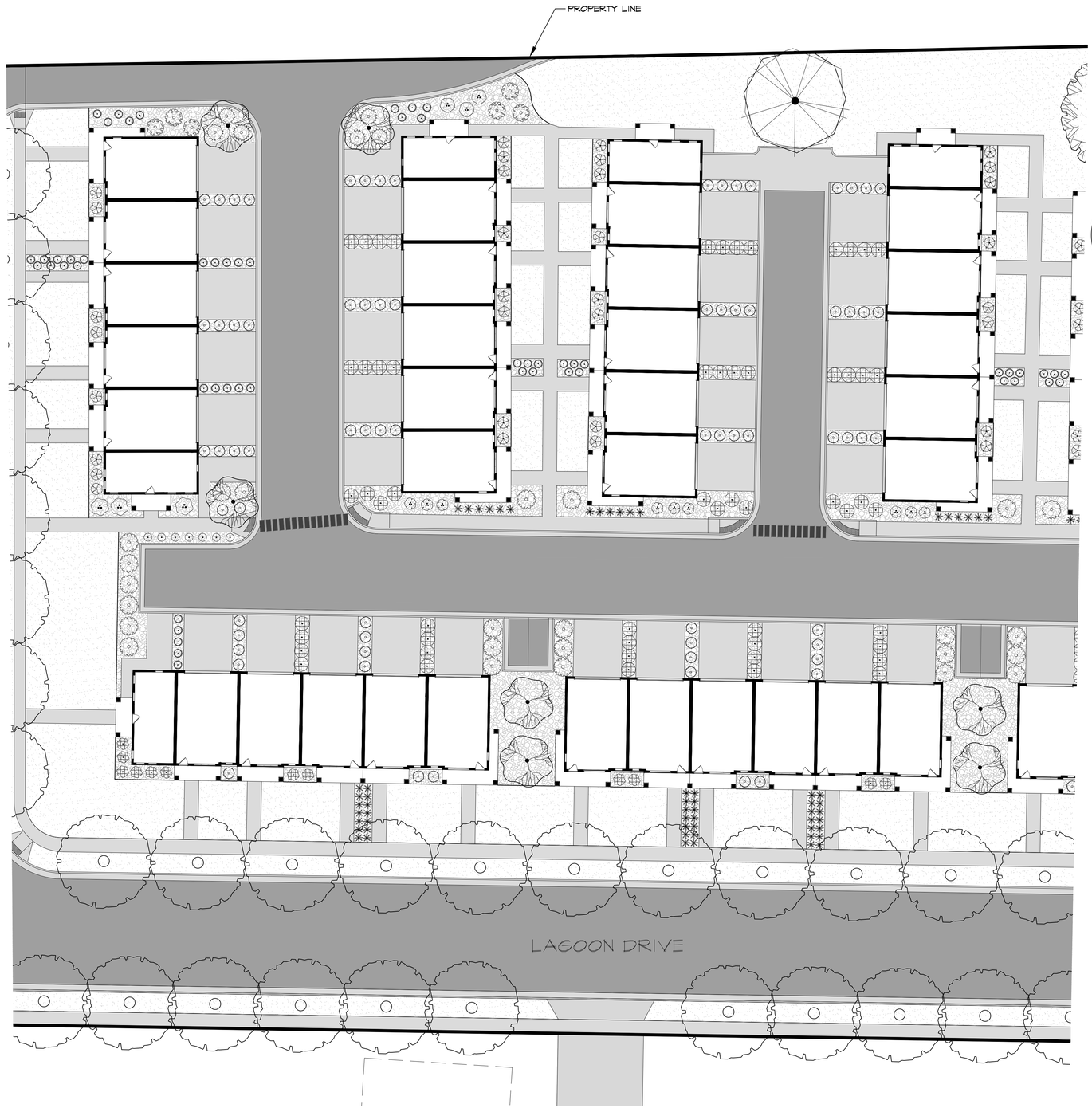
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811
SAFE DIGGING PARTNER

TITLE

COMMERCIAL PLANT SCHEDULE

SHEET NO.

L101



PLANT SCHEDULE MULTI-FAMILY

TREES	BOTANICAL / COMMON NAME	CONT	QTY
	ACER FREEMANII 'AUTUMN BLAZE' / AUTUMN BLAZE MAPLE	2" CAL.	3
	FRAXINUS PENNSYLVANICA 'GIMMZAM' TM / GIMMARON ASH	2" CAL.	56
	MALUS X 'SPRING SNOW' / SPRING SNOW CRABAPPLE	2" CAL.	9
	TILIA CORDATA / LITTLELEAF LINDEN	2" CAL.	1
	ZELKOVA SERRATA 'GREEN VASE' / GREEN VASE ZELKOVA	2" CAL.	3

SHRUBS	BOTANICAL / COMMON NAME	SIZE	QTY
	CORNUS SERICEA 'ARTIC FIRE' / ARTIC FIRE DOGWOOD	5 GAL	29
	CORNUS STOLONIFERA 'ISANTI' / ISANTI DOGWOOD	5 GAL	6
	EVONYMUS ALATUS 'COMPACTUS' / COMPACT BURNING BUSH	5 GAL	3
	JUNIPERUS HORIZONTALIS 'BLUE RUG' / BLUE RUG JUNIPER	5 GAL	6
	PHYSOCARPUS OPULIFOLIUS 'CENTER GLOW' / CENTER GLOW NINEBARK	5 GAL	24
	PHYSOCARPUS OPULIFOLIUS 'DIABLO' / DIABLO NINEBARK	5 GAL	6
	RHAMNUS FRANGULA 'COLUMNARIS' / TALL HEDGE BUCKTHORN	5 GAL	126
	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	5 GAL	35
	ROSA ACICULARIS 'KNOCK OUT' / KNOCKOUT ROSE	5 GAL	29
	SPIRAEA X BUMALDA 'GOLDFLAME' / GOLDFLAME SPIREA	5 GAL	136
	SPIRAEA X BUMALDA 'LIMEMOUND' TM / LIMEMOUND SPIREA	5 GAL	7
	WEIGELA FLORIDA 'MINUET' / MINUET WEIGELA	5 GAL	17

GRASSES	BOTANICAL / COMMON NAME	SIZE	QTY
	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS	1 GAL	91
	HELICTOTRICHON SEMPERVIRENS / BLUE OAT GRASS	1 GAL	123

ANNUALS/PERENNIALS	BOTANICAL / COMMON NAME	SIZE	QTY
	HEMEROCALLIS X 'STELLA DE ORO' / STELLA DE ORO DAYLILY	1 GAL	13

SOD

CHANSHARE FARMS IMPERIAL BLUEGRASS / DROUGHT TOLERAN BLUEGRASS

LEGEND

1"-1.5" ROCK MULCH- FARMINGTON ROCK TYPE

0 20 40 60 feet

SCALE: 1" = 20' ON A 24 X 36 SHEET

DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS, PREPARED BY LANDARC, LLC AND LANDARC LLC'S CONSULTANTS ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THIS INCLUDES DOCUMENTS IN ELECTRONIC FORM. LANDARC, LLC AND ITS CONSULTANTS SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS. THE INSTRUMENTS OF SERVICE SHALL NOT BE USED BY THE OWNER FOR FUTURE ADDITIONS OR ALTERATIONS TO THIS PROJECT OR FOR OTHER PROJECTS, WITHOUT THE PRIOR WRITTEN AGREEMENT OF LANDARC, LLC. ANY UNAUTHORIZED USE OF THE INSTRUMENTS OF SERVICE SHALL BE AT THE OWNER'S SOLE RISK AND WITHOUT LIABILITY TO LANDARC, LLC AND LANDARC LLC'S CONSULTANTS. © 2023 LANDARC, LLC.

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435.664.4414

SEAL

LICENSED LANDSCAPE ARCHITECT
ZACHARY TAYLOR
#11997347-5301
STATE OF UTAH

01/26/2023

PROJECT

HESS FARMS SUBDIVISION
900 N. LAGOON DR.
FARMINGTON, UT

ISSUE DRAWING LOG

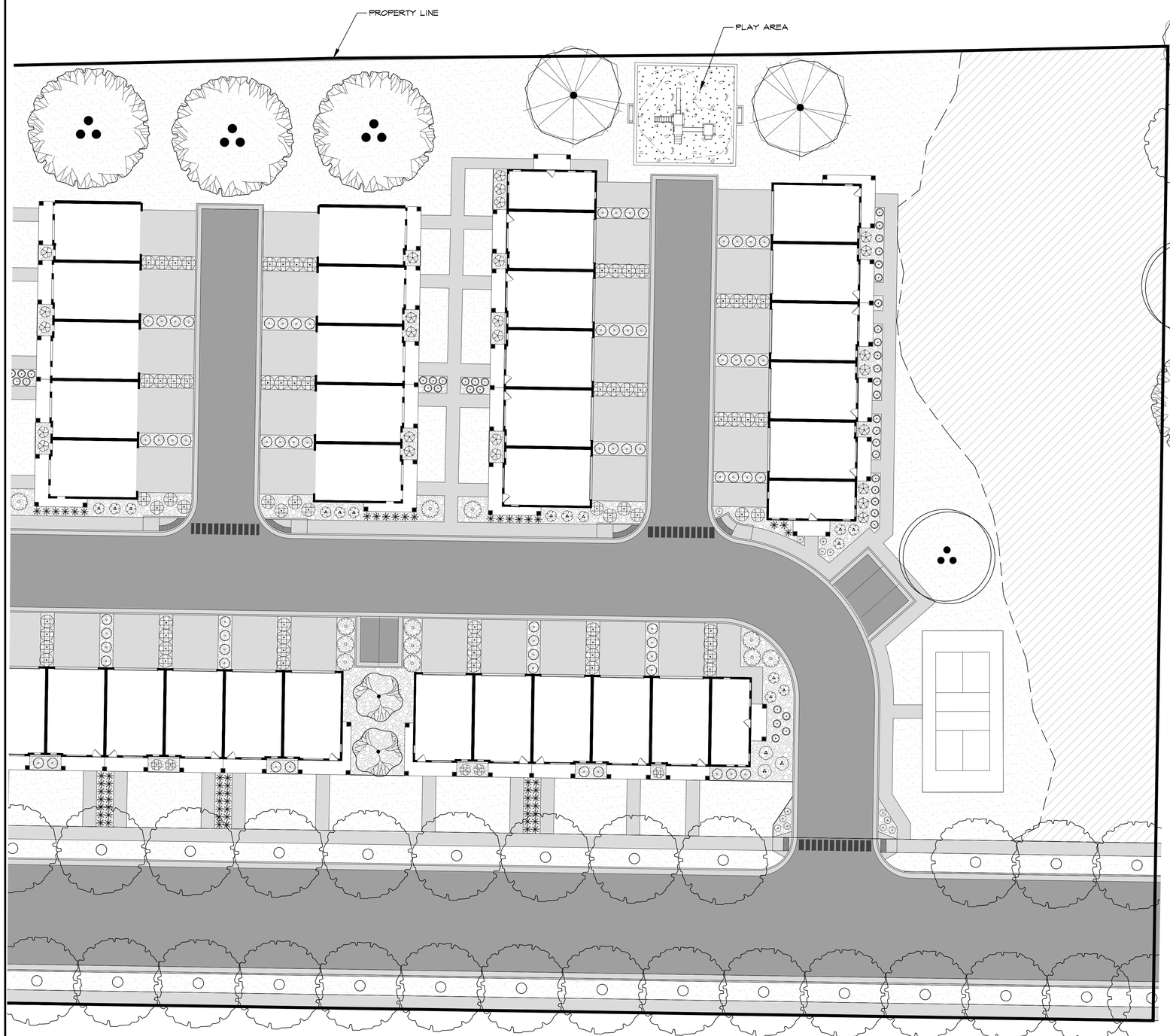
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TITLE

MULTI-FAMILY LANDSCAPE PLAN

SHEET NO.

L100



PLANT SCHEDULE MULTI-FAMILY

TREES	BOTANICAL / COMMON NAME	CONT	QTY
	ACER FREEMANII 'AUTUMN BLAZE' / AUTUMN BLAZE MAPLE	2" CAL.	3
	FRAXINUS PENNSYLVANICA 'CIMMZAM' TM / CIMMARON ASH	2" CAL.	56
	MALUS X 'SPRING SNOW' / SPRING SNOW CRABAPPLE	2" CAL.	9
	TILIA CORDATA / LITTLELEAF LINDEN	2" CAL.	1
	ZELKOVA SERRATA 'GREEN VASE' / GREEN VASE ZELKOVA	2" CAL.	3

SHRUBS	BOTANICAL / COMMON NAME	SIZE	QTY
	CORNUS SERICEA 'ARTIC FIRE' / ARTIC FIRE DOGWOOD	5 GAL	29
	CORNUS STOLONIFERA 'ISANTI' / ISANTI DOGWOOD	5 GAL	6
	EUONYMUS ALATUS 'COMPACTUS' / COMPACT BURNING BUSH	5 GAL	3
	JUNIPERUS HORIZONTALIS 'BLUE RUG' / BLUE RUG JUNIPER	5 GAL	6
	PHYSOCARPUS OPULIFOLIUS 'CENTER GLOW' / CENTER GLOW NINEBARK	5 GAL	24
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ANNUALS/PERENNIALS	BOTANICAL / COMMON NAME	SIZE	QTY
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SOD

CHANSHARE FARMS IMPERIAL BLUEGRASS / DROUGHT TOLERAN BLUEGRASS

LEGEND

WETLAND AREA

1"-1.5" ROCK MULCH- FARMINGTON ROCK TYPE

0 20 40 60 feet

SCALE: 1" = 20' ON A 24 X 36 SHEET

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SEAL

LICENSED LANDSCAPE ARCHITECT
ZACHARY TAYLOR
#11997347-5301
STATE OF UTAH

01/26/2023

PROJECT

HESS FARMS SUBDIVISION
900 N. LAGOON DR.
FARMINGTON, UT

ISSUE DRAWING LOG

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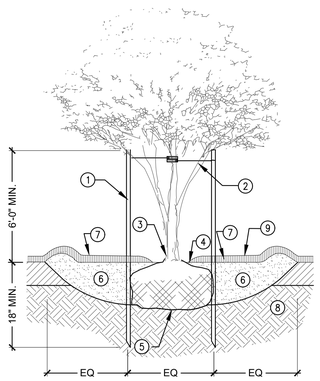
MULTI-FAMILY LANDSCAPE PLAN

SHEET NO.

L101

NOTES:

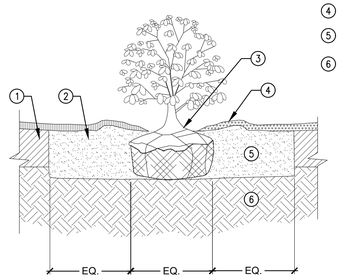
1. INSTALL TREE PLUMB
2. FOR ALL FALL PLANTING, WRAP TRUNK TO LOWEST BRANCH. REMOVE THE FOLLOWING SPRING.



1. 2" DIA. (ROUND) FIR POSTS; 2 PER TREE. ALL POSTS SHALL BE PLUMB AND HAVE SAME HEIGHT ABOVE FINISH GRADE.
2. GALVANIZED WIRE GABLE LOOPED THROUGH 1" GROMMETED NYLON WEBBING AROUND TRUNK; SECURE BY TWISTING UNTIL TAUT
3. TOP OF ROOTBALL SHALL BE 1"-2" ABOVE FINISHED GRADE
4. ROOT FLARE SHALL BE EXPOSED; MULCH SHOULD NOT BE WITHIN 4" OF TREE TRUNK
5. PLACE BALL ON UNDISTURBED SUBSOIL. CUT WIRE BASKET AND REMOVE AND DISCARD BURLAP OR OTHER SOD WRAPPING MATERIALS FOR TOP 1/3 OF ROOTBALL.
6. EXCAVATE HOLE TO DIAMETER 3X WIDER THAN ROOTBALL. BACKFILL WITH PLANTING SOIL MIX
7. BARK MULCH, DEPTH AS SPECIFIED.
8. UNDISTURBED SUBGRADE
9. 5' DIA. DEPRESSED WATERING BASIN.

1 DECIDUOUS TREE WITH STAKING

NTS



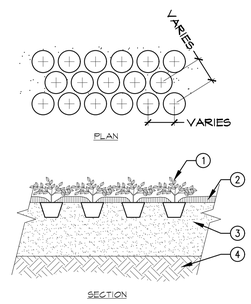
1. PLANTING SOIL MIX
2. BARK MULCH
3. SET ROOT FLARE 2" HIGHER THAN FINISH GRADE TO ALLOW FOR SETTLING
4. BERM TO FORM DEPRESSED WATERING BASIN
5. PLANTING SOIL MIX
6. UNDISTURBED SUBGRADE

NOTES:

1. PLACE BALL ON UNDISTURBED SUBGRADE. REMOVE AND DISCARD WRAPPING MATERIAL EXCEPT UNDER BALL.
2. SETTLE PLANT BY FILLING PLANTING PIT WITH WATER USING HOSE OR BUCKET.
3. MULCH SHOULD NOT BE WITHIN 4" OF TRUNK.
4. REMOVE WATERING BASIN PRIOR TO END OF MAINTAINANCE PERIOD.

2 SHRUB

NTS



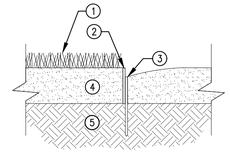
1. GROUNDCOVER/PERENNIALS (SEE NOTE)
2. 3-4" MIN. BARK MULCH OR GRAVEL, PER PLAN
3. PLANTING SOIL MIX
4. UNDISTURBED SUBGRADE

NOTE:

1. SEE PLANTING LEGEND FOR SPACING

3 GROUNDCOVER / PERENNIAL

NTS



1. TURF PER PLANTING PLAN
2. STEEL EDGING
3. STEEL STAKE ENSURE SMOOTH CURVES AND/OR STRAIGHT LINES
4. PLANTING SOIL MIX
5. UNDISTURBED SUBGRADE

NOTE:
EDGING TO BE 1/2" ABOVE FINISH GRADE

4 EDGING - CUSTOM METAL

NTS

PLANTING NOTES

1. THE BASE INFORMATION FOR THIS DRAWING WAS OBTAINED FROM OTHERS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE DRAWING WITH ACTUAL FIELD CONDITIONS PRIOR TO BEGINNING ANY WORK, AND IMMEDIATELY NOTIFYING THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. IN THE EVENT THAT THE CONTRACTOR BEGINS WORK PRIOR TO VERIFYING AND COMPARING THE BASE INFORMATION WITH ACTUAL FIELD CONDITIONS, THEN ANY CHANGES OR ALTERATIONS TO THE OR ALTERATIONS TO THE WORK INVOLVED WITH THESE DRAWINGS DUE TO SUCH DISCREPANCIES WILL BE PERFORMED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.

2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND MARKING THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF WORK PRIOR TO BEGINNING CONSTRUCTION. CONTACT THE OWNER, BLUE STAKES OF UTAH (1-800-662-4111), AND ALL OTHER ENTITIES AS NECESSARY. IN THE EVENT THAT THE CONTRACTOR BEGINS WORK PRIOR TO VERIFYING AND STAKING ALL UTILITIES, AND DAMAGE TO UTILITIES OCCURS, THE DAMAGED UTILITIES WILL BE PREPARED AND/OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.

3. IF PROVIDED, REFER TO LEGENDS, NOTES, DETAILS, AND SPECIFICATIONS FOR FURTHER INFORMATION.

4. ANY ALTERATIONS TO THESE ACTUAL PLANTING PLANS DURING CONSTRUCTION SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT AND RECORDED ON 'AS BUILT' DRAWINGS.

5. ALL PLANT MATERIAL SHALL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN NURSERY ASSOCIATION, INC.

6. ALL PLANTS TO BE BALLED AND BURLAPPED OR CONTAINER GROWN, UNLESS OTHERWISE NOTED ON THE PLANT LIST.

7. QUANTITIES INDICATED IN THE PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES, AND SHALL SUPPLY ALL PLANT MATERIAL IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING DESIGN SHOWN ON THE PLANS, REGARDLESS OF QUANTITIES INDICATED IN THE PLANT SCHEDULE.

8. 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 LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

9. TURF AREAS SHALL RECEIVE 6" OF PLANTING SOIL MIX, AND ALL PLANT BEDS SHALL RECEIVE 12" OF PLANTING SOIL MIX AS SPECIFIED. BACKFILL ALL PLANTING PITS WITH PLANTING SOIL MIX.

10. ANY GROUND COVER AREAS SHALL RECEIVE 1-1/2" OF FINE TEXTURED SOIL AID/SOIL PEP.

11. PRUNE ANY TREES NEXT TO SIDEWALKS TO A MINIMUM HEIGHT OF 7' FOR A CLEAR WALKING PATH.

IRRIGATION NOTE

1. DRIP IRRIGATION SHALL BE USED OUTSIDE OF LAWN AREAS. DRIP IRRIGATION SHALL BE EQUIPPED WITH PRESSURE REGULATOR, FILTER, ETC.

2. IRRIGATION VALVES SHALL IRRIGATE LANDSCAPES WITH SIMILAR SITE, SLOPE, AND PLANT MATERIALS WITH SIMILAR WATER NEEDS (LAWN AND PLANTING BEDS SHALL BE IRRIGATED ON SEPARATE VALVES). NO DRIP IRRIGATION AND OVERHEAD SPRAY IRRIGATION ARE PERMITTED ON THE SAME IRRIGATION VALVE. NO COMBINATION OF DIFFERING SPRINKLER HEADS IS PERMITTED ON THE SAME IRRIGATION VALVE.

3. A WATER SENSE LABELED SMART IRRIGATION CONTROLLER, EQUIPPED WITH RAIN DELAY, SHALL BE INSTALLED TO OPERATE THE AUTOMATIC PRESSURE IRRIGATION SYSTEM.

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TITLE

PLANTING DETAILS & NOTES

SHEET NO.

L102





HESS FARMS TOWNHOMES & COMMERCIAL

FARMINGTON, UT

NOVEMBER 8, 2022

SHEET INDEX

1 6-PLEX A ELEVATIONS
2 6-PLEX B ELEVATIONS
3 5-PLEX ELEVATIONS
4 COMMERCIAL ELEVATIONS

WRIGHT DEVELOPMENT GROUP

ENVISION ARCHITECTURAL GROUP

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4 **SIDE ELEVATION**
1/8" = 1'-0"



3 **FRONT ELEVATION**
1/8" = 1'-0"

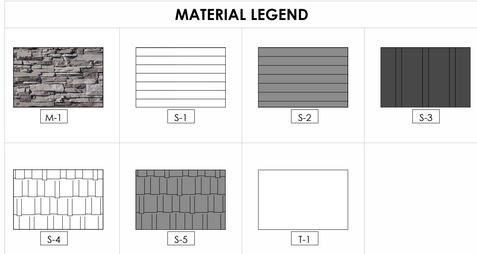


2 **SIDE ELEVATION**
1/8" = 1'-0"



1 **REAR ELEVATION**
1/8" = 1'-0"

MATERIAL LEGEND



CODE	MATERIAL	STYLE	COLOR/FINISH
M-1	MASONRY - STONE	EL DORADO	SILVER LINING
S-1	HORIZONTAL LAP SIDING	JAMES HARDIE - HARDIE PLANK	WHITE
S-2	HORIZONTAL LAP SIDING	JAMES HARDIE - HARDIE PLANK	LIGHT GRAY
S-3	BOARD & BATT SIDING	JAMES HARDIE - HARDIE PANEL	DARK GRAY
S-4	SHAKE SIDING	JAMES HARDIE - HARDIE SHINGLE SIDING	WHITE
S-5	SHAKE SIDING	JAMES HARDIE - HARDIE SHINGLE SIDING	LIGHT GRAY
T-1	TRIM	JAMES HARDIE - HARDIE TRIM	EXTRA WHITE

WRIGHT DEVELOPMENT GROUP

HESS FARMS TOWNHOMES & COMMERCIAL

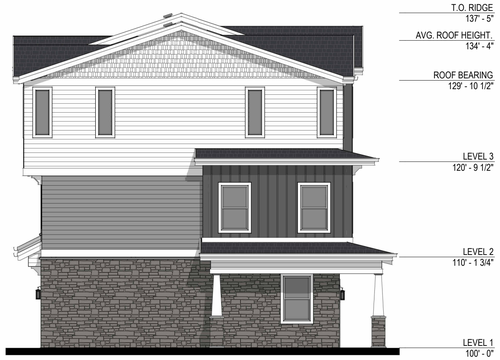
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6-PLEX A ELEVATIONS | 1

FARMINGTON, UT

NOVEMBER 8, 2022

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4 **SIDE ELEVATION**
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3 **FRONT ELEVATION**
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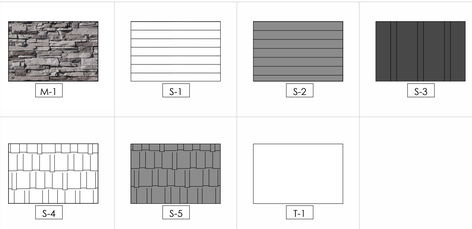


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6-PLEX B ELEVATIONS | 2

FARMINGTON, UT

NOVEMBER 8, 2022

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4 **SIDE ELEVATION**
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3 **FRONT ELEVATION**
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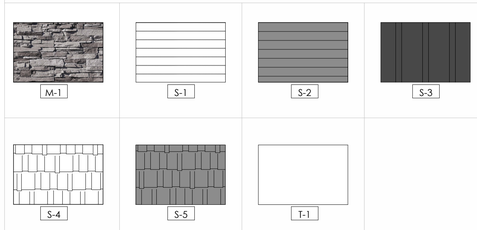


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5-PLEX ELEVATIONS | 3

FARMINGTON, UT

NOVEMBER 8, 2022

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4 **SIDE ELEVATION**
1/8" = 1'-0"



3 **FRONT ELEVATION**
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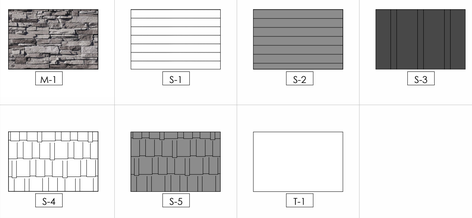


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COMMERCIAL ELEVATIONS | 4

FARMINGTON, UT

NOVEMBER 8, 2022

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E 3520759 B 8211 P 147-188
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/13/2023 10:25 AM
FEE $0.00 Pgs: 42
DEP RTT REC'D FOR FARMINGTON CITY CORP

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

DEVELOPMENT AGREEMENT FOR THE HESS FARMS SUBDIVISION

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 10 day of March, 2023, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **WDG PARK LANE, LLC,** a Utah limited liability company, hereinafter referred to as the "Developer."

RECITALS:

A. Developer owns approximately ten (10) acres of land located within the City, which property is more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property").

B. Developer desires to develop a project on the Property to be known as the Hess Farms Subdivision (the "Project"). Developer has submitted an application to the City seeking approval of a zone change to Commercial Mixed Use (CMU) in accordance with the City's Laws.

C. The Property is presently zoned under the City's zoning ordinance as Agricultural (A). The Property is subject to all City ordinances and regulations including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").

D. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to or in lieu of those contained in the City's Laws. This Agreement is wholly contingent upon the approval of that zoning application.

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:

a) Incorporation of Recitals. The above Recitals are hereby incorporated into this Agreement.

b) Property Affected by this Agreement. The legal description of the Property contained within the Project boundaries to which the Agreement applies is attached as Exhibit A and incorporated by reference.

c) Compliance with Current City Ordinances. Unless specifically addressed in this Agreement, Developer agrees that any development of the Property shall comply with city ordinances in existence on the date of execution of this Agreement. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances.

d) Developer Obligations. Developer agrees to the following provisions as a condition for being granted the zoning approval sought:

e) Commercial Building Height. The commercial buildings shall be at least two (2) stories in height.

f) Lagoon Drive Connection. Developer shall be responsible to construct a connection between the Project and existing Lagoon Drive to the East of the Property and connect it to Highway 89, in order to accomplish the circulation plan submitted to the City. The construction shall meet all City standards and specifications for right-of-way and shall be constructed and accepted by the City prior to the occupancy of the thirty-first (31st) residential unit within the Project. Developer shall be solely responsible for all costs incurred to construct Lagoon Drive as a 60' ROW. The city shall be responsible for all costs to increase the size of Lagoon Drive from a 60' ROW to a 66' ROW. The City may reject or hold occupancy to any remaining units until that connection is constructed as provided in this Agreement. Developer asserts and the City relies upon the assertion that the property on which the connection is to be constructed is within the control of the Developer or its affiliates.

g) 700 West Connection. Developer shall be responsible to construct a connection between the Project and existing 700 West to the North of the Property, in order to accomplish the circulation plan submitted to the City. The construction shall meet all City standards any specifications for right-of-way. Developer shall be solely responsible for all costs incurred to construction 700 West as a 55' ROW. The city shall be responsible for all costs to increase the size of 700 West from a 55' ROW to a 60' ROW. Developer asserts and the City relies upon the assertion that the property on which the connection is to be constructed within the control of the Developer or its affiliates.

h) Conformance to Submittals. Construction of the Project shall be substantially similar to the elevations and drawings provided to the City by the Developer in its subdivision application, and shall comply with all other applicable Farmington City Municipal codes. The drawings are attached as "Exhibit B" and incorporated by this reference.

i) Private Road Connection to 700 West. Developer agrees that the private road to be built within the Project shall connect to the East side of 700 West as depicted in Exhibit B. Developer acknowledges that this is an essential component to the safety of the residential units by providing a second fire apparatus access road connection, as required by International Fire Code, for the townhomes. As a result, the private road within the Project shall be connected to 700 West prior the occupancy of the thirty-first (31st) residential unit, and the City may reject or hold occupancy to any remaining units until that connection is constructed as provided in this Agreement.

j) Utility Lines. An 8" water line in Lagoon Drive is required to service the Project. However, City requires that a 12" water line be installed in order to service additional property owners through the city. As a result, Developer shall be responsible for the costs to install an 8" water line in Lagoon Drive and City shall be responsible for the costs to upgrade the water line from an 8" to a 12" line.

k) Wetlands Mitigation. 0.5 acres of wetlands must be filled to construct Lagoon Drive. The Army Corp has approved this action, on the condition that 1 acre of mitigation be purchased. The City will reimburse the Developer the amount of ten percent (10%) of the cost of the purchase of wetland mitigation credits from Machine Lake, due to the increased width of Lagoon Drive that is being required by the City. The reimbursement will be realized through credits toward the transportation impact fee assessed against the Project.

l) Commercial Development on Western Portion of Parcel. Developer agrees that all uses to the West of 700 West will be commercial in nature and not residential, as designated in Exhibit B.

m) City Obligations. City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City, and to provide standard municipal services to the Project. The City shall provide all public services to the Project, with the exception of secondary water and sewer, and to maintain the public improvements, including roads, intended to be public upon dedication to the City and acceptance in writing by the City; provided, however, that the City shall not be required to maintain any privately-owned areas or improvements that are required to be maintained by a private party or a homeowner's association in the Project.

n) Minimum Lot Standards.

o) Density. The maximum number of residential units in the Project is sixty-nine (69) units.

p) Common Space. The Project contains approximately 34.2% landscaping, which shall be installed in accordance with City codes, standards and specifications.

q) Layout, Circulation, Connectivity. The layout and circulation of the Project, as submitted by the Developer in the Circulation Plan that accompanied the subdivision application, is hereby accepted by the City, and the Project shall substantially conform to that plan. The circulation plan is included in "Exhibit B."

r) Moderate Income Housing. The Developer agrees that seven (7) of the residential units shall be designed and constructed as affordable housing units for low to moderate income households.

s) Payment of Fees. The Developer shall pay to the City all required fees in a timely manner. Fees shall be paid in those amounts which are applicable at the time of payment of all such fees, pursuant to and consistent with standard City procedures and requirements, adopted by City.

t) Indemnification and Insurance. Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than One Million Dollars ($1,000,000) and naming the City as an additional insured.

u) Right of Access. Representatives of the City shall have the reasonable right of access to the Project and any portions thereof during the period of construction to inspect or observe the Project and any work thereon.

v) Assignment. The Developer shall not assign this Agreement or any rights or interests herein without prior written approval by the City, which shall not be unreasonably withheld and which is intended to assure the financial capability of the assignee. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. The Developer is affirmatively permitted to assign this Agreement to a wholly owned subsidiary under the same parent company.

w) Homeowner's or Commercial Building Owner's Association. The Developer warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be maintained by Developer, its agents, a private association of homeowners, building owners, or a combination of the foregoing. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by Developer. The City shall have no maintenance responsibility in relation to the Project and shall only plow and maintain public roads that are designated as public on the plat. This section survives termination under Subsection ii) of this Agreement, unless specifically terminated in writing.

x) Onsite Improvements. At the time of final plat recordation for the Project, the Developer shall be responsible for the installation and dedication to the City of onsite water, sewer and storm water drainage improvements sufficient for the development of the Project in accordance with City Code.

y) Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Developer:	WDG Park Lane, LLC Attn: Spencer Wright 1178 West Legacy Crossing Blvd, Suite 100 Centerville, UT 84014
To the City:	Farmington City Attn: City Manager 160 South Main Street Farmington, Utah 84025

z) Default and Limited Remedies. In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within sixty (60) days after giving written notice of default, the non-defaulting party shall have the following rights and remedies available at law and in equity, including injunctive relief and specific performance, but excluding the award or recovery of any damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights. In addition, the Parties have the following rights in case of default, which are intended to be cumulative:

aa) The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.

bb) The right to draw upon any security posted or provided in connection with the Project.

cc) The right to terminate this Agreement.

dd) Agreement to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Project.

ee) Vested Rights. The City and Developer intend that this Agreement be construed to grant the Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and in addition to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances. By electing to submit a development application under a new future ordinance,

however, Developer shall not be deemed to have waived its right to submit or process other development applications under the City Code that applies as of the effective date of this Agreement.

ff) Amendment. The Parties or their successors in interest, may, by written agreement, choose to amend this Agreement at any time. The amendment of the Agreement relating to any substantial rights or obligations shall require the prior approval of the City Council.

gg) Termination.

hh) Notwithstanding anything in this Agreement to the contrary, it is agreed by the Parties that if the Project is not completed within five (5) years from the date of this Agreement or if Developer does not comply with the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and to not approve any additional phases for the Project. Such termination may be effected by the City giving written notice of intent to terminate to the Developer. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given the opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. If Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

ii) Upon the completion of all contemplated buildings and improvements identified in this Agreement, including all applicable warranty periods for publicly dedicated infrastructure, and completion of all provisions of Sections d) and m) of this Agreement, the terms of this Agreement shall terminate upon thirty days' written notice to either Party. The non-noticing Party shall, within thirty days of receipt of the notice, provide to the noticing Party its written objection and identify the remaining construction or obligation which has not been fulfilled. Objections to termination under this subsection must be asserted in good faith.

jj) Attorneys' Fees. In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorneys fee.

kk) General Terms and Conditions.

ll) Entire Agreement. This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property and/or the Project, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Project, including any related conditions.

mm) 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.

nn)Non-Liability of City Officials, Employees and Others. No officer, representative, agent, or employee of the City shall be personally liable to the Developer, or any successor-in-interest or assignee of the Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

oo) Referendum or Challenge. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including zone changes. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge against the underlying zone change is successful. In such case, this Agreement is void at inception.

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

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

rr) Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

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

tt) No Third-Party Rights. The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

uu) Recordation. This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.

vv) Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.

ww) Severability. If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

(Execution on Following Pages)

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

"DEVELOPER"

WDG Park Lane, LLC

Spencer Wright, Manager
Print Name & Office

Signature

STATE OF UTAH)
: ss.
COUNTY OF Davis)

On this 10th day of March, 2023, personally appeared before me, Spencer Wright, who being by me duly sworn, did say that they are the manager of WDG Park Lane, LLC, a Utah Limited Liability Company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledgment to me that said limited liability executed the same.

Jadelyn Grace Myers
Notary Public, State of Utah
Commission #726302
My Commission Expires
08/25/2026

Notary Public

FARMINGTON CITY

By _____
Brett Anderson, Mayor

Attest:

_____
DeAnn Carlile
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this 13th day of March, 2023, personally appeared before me, Brett Anderson, who being by me duly sworn, did say that he is the Mayor of Farmington City, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of the City for the purposes therein stated.

_____
Notary Public

CARLY ROWE
Notary Public State of Utah
My Commission Expires on
June 21, 2025
Comm. Number: 718963

Approved as to Form:

_____
Paul H. Roberts
City Attorney

EXHIBIT "A"

PROPERTY DESCRIPTION

BEG AT A PT ON THE E R/W LINE OF THE E FRONTAGE ROAD SD PT ALSO THE SAME POB AS CONT IN THAT CERTAIN BNDRY LINE AGMT RECORDED 06/24/2019 AS ENTRY NO. 3168113 IN BK 7290 AT PAGES 1284-1293, BEING S 89^52'45" W ALG THE 1/4 SEC LINE 696.296 FT & N 306.014 FT FR THE CENTER OF SEC 13-T3N-R1W, SLB&M; & RUN TH ALG SD E R/W LINE THE FOLLOWING FIVE (5) COURSES & ALG SD BNDRY LINE AGMT THE FOLLOWING TWELVE (12) COURSES: N 17^29'15" W 34.201 FT; TH N 68^05'24" W 46.98 FT; TH N 18^42'27" W 254.22 FT; TH S 67^50'41" W 20.91 FT; TH N 22^16'23" W 40.35 FT TO AN EXIST FENCE LINE: TH STILL ALG SD BNDRY LINE AGMT & AN EXIST FENCE LINE N 89^01'29" E 84.14 FT; TH N 88^07'28" E 79.917 FT; TH N 89^09'21" E 337.547 FT; TH N 89^07'31" E 284.95 FT; TH N 88^45'34" E 267.389 FT; TH N 89^31'30" E 164.276 FT TO THE SW COR OF NORTH MAIN STREET CHURCH SUB RECORDED 07/02/2009 AS ENTRY NO. 2464628 IN BK 4810 AT PG 426; TH N 88^47'01" E ALG THE S OF SD SUB 141.48 FT; TH S 00^52'45" W 362.13 FT TO THE S LINE OF THAT COMMON LINE AS DESC IN SD BNDRY LINE AGMT; TH N 89^07'15" W ALG SD BNDRY LINE AGMT 1184.00 FT TO THE POB. THE NAD83 ROTATION IS 00^21'15" CLOCKWISE.

CONT. 9.99029 ACRES.

EXHIBIT B

SITE PLAN & ASSOCIATED DOCUMENTS

Project Narratives/Revision

1. 01/18/2022 TH – SUBMITTAL FOR FIRST REVIEW.
2. 05/03/2022 TH – CITY COMMENTS DATED 2/4/2022.

Hess Farms Subdivision

Concept Plan Set

LOCATED IN THE NORTH 1/2 OF SECTION 13, TOWNSHIP 3 NORTH,
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH
MAY 2022

AGENCY CONTACTS:

PLANNING:
Farmington City Planning Department
160 S Main
Farmington, UT 84025
Phone: (801) 451-2383

SEWER DISTRICT:
Central Davis Sewer District
2200 S Sunset Dr,
Kaysville, UT 84037
Phone: (801) 451-2190

POWER COMPANY:
Rocky Mountain Power
Customer Service Line
Phone: (801) 546-1235

TELEPHONE COMPANY:
Century Link
Customer Service Line
Phone: (801) 603-6000

FIRE DEPARTMENT:
Farmington City Fire Department
82 N 100 E,
Farmington, UT 84025
Phone: (801) 451-2842

GAS SERVICE:
Dominion Energy
1140 West 200 South
Salt Lake City, UT 84104
Phone: (801) 323-5517



Vicinity Map
NTS

DEVELOPER:

Wright Development Group
Spencer Wright
1178 W. Legacy Crossing Blvd Ste 100
Centerville Utah 84014
PH: (801) 773-7339

ARCHITECT:

Envision Architectural Group
Gonzalo Calquin
1178 W. Legacy Crossing Blvd Ste 100
Centerville Utah 84014
PH: (801) 773-7339

ENGINEERING:

Hunt Engineering
Thomas Hunt, PE
6619 Willow Creek Rd
Mountain Green, UT 80450
PH: (801) 664-4724

SURVEYOR:

Utah Land Surveying
Mike Wangemann, PLS
1359 Fairway Cir., Farmington, UT 84025
PH: (801) 725-8395

Sheet Index

Sheet 1 - Cover Sheet
Sheet 2 - Notes/Legend Sheet
Sheet 3 - Existing Conditions
Sheet 4 - Site Plan
Sheet 5 - Grading & Drainage Plan
Sheet 6 - Utility Plan
Sheet 7 - Circulation Plan
Sheet 8 - UDOT Striping
Sheet 9 - Civil Details
Sheet 10 - Preliminary Plat
Sheet FD-1

Know what's below. Call before you dig.

Notice To Contractors:
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE SURVEYOR OR CITY PRODUCED DOCUMENTS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE. IF ANY CONFLICT/DISCREPENCIES ARISE, PLEASE CONTACT THE ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.

HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

Hess Farms Subdivision
NORTH 1/2, SEC. 13, T3N, R1W, SLB&M
FARMINGTON, DAVIS COUNTY, UTAH

Cover Sheet

Revisions	Date

ENGINEERS STAMP

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 5/2/2022
Name: Hess Farms

SHEET 1 of 10 SHEETS

GENERAL NOTES

1.0 COMPLIANCE

1.1 ALL WORK TO CONFORM TO GOVERNING MUNICIPALITY'S STANDARDS, SPECIFICATIONS AND REQUIREMENTS.

1.2 ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS AND THE MOST RECENT, ADOPTED EDITIONS OF THE FOLLOWING:
- INTERNATIONAL BUILDING CODES (IBC)
- INTERNATIONAL PLUMBING CODES
- STATE DRINKING WATER REGULATIONS
- APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS
- ADA ACCESSIBILITY GUIDELINES.

1.3 ALL CONSTRUCTION SHALL BE AS SHOWN ON THESE PLANS, ANY REVISIONS MUST HAVE PRIOR WRITTEN APPROVAL.

2.0 PERMITTING AND INSPECTIONS

2.1 PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.

2.2 CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ARCHITECT/ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.

2.3 ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD AND WITH APPROPRIATE INSPECTIONS.

3.0 COORDINATION AND VERIFICATION

3.1 ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF NOT VERIFIED AND NOTIFICATION OF CONFLICTS HAVE NOT BEEN BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER.

3.2 CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND. NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED.

3.3 CONTRACTOR TO COORDINATE WITH ALL OTHER DISCIPLINES, INCLUDING BUT NOT LIMITED TO:
- LANDSCAPE PLANS
- SITE ELECTRICAL PLANS AND ELECTRICAL SERVICE TO THE BUILDING(S)
- FIRE PROTECTION
- ARCHITECTURAL SITE PLANS
- ACCESSIBLE ROUTES
- ETC.

3.4 CONTRACTOR IS TO COORDINATE LOCATION OF NEW TELEPHONE SERVICE, GAS SERVICE, CABLE, ETC. TO BUILDING WITH THE APPROPRIATE UTILITY COMPANY. FOR TELEPHONE, CONTRACTOR TO FURNISH CONDUIT, PLYWOOD BACKBOARD, AND GROUND WIRE, AS REQUIRED.

4.0 SAFETY AND PROTECTION

4.1 CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION.

4.2 CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF THE PROJECT AND SHALL MEET ALL OSHA REQUIREMENTS.

4.3 CONTRACTOR IS RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES, AND FOR THE PROTECTION OR WORKERS AND PUBLIC.

4.4 CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE PROPERTY, ROADWAYS, AND UTILITY IMPROVEMENTS. DAMAGE TO EXISTING IMPROVEMENTS CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID IMPROVEMENTS.

4.5 CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO, VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION.

4.6 IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNMENT AGENCY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.

4.7 CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS. ALL CONSTRUCTION SIGNING, BARRICADING, AND TRAFFIC DELINEATION SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.

4.8 CONTRACTOR SHALL COMPLY WITH LOCAL NOISE ORDINANCE STANDARDS.

4.9 CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS.

4.10 CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONSTRUCTION. SUBMIT A STORM WATER POLLUTION PREVENTION PLAN, IF REQUIRED.

4.11 WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.

4.12 CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE AND FOR INGRESS AND EGRESS TO NEW CONSTRUCTION.

4.13 NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED. CONSTRUCTION TRAFFIC SHALL BE LIMITED TO ONE APPROACH TO THE SITE. THE APPROACH SHALL BE DESIGNATED BY THE OWNER OR GOVERNING AGENCY.

4.14 THE CONTRACTOR SHALL TAKE REASONABLE MEASURES TO PROTECT EXISTING IMPROVEMENTS FROM DAMAGE AND ALL SUCH IMPROVEMENTS DAMAGED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED OR RECONSTRUCTED TO THE ENGINEER/OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.

5.0 MATERIALS

5.1 SITE CONCRETE SHALL BE A MINIMUM 6.5 BAG MIX, 4000 P.S.I. @ 28 DAYS, 4" MAXIMUM SLUMP WITH 5 + OR -1% AIR ENTRAINMENT, UNLESS SPECIFIED OTHERWISE. SEE SPECIFICATION:
- SLABS-ON-GRADE WILL BE TYPICALLY SCORED (1/4 THE DEPTH) AT INTERVALS NOT TO EXCEED THEIR WIDTH OR 12 TIMES THEIR DEPTH, WHICHEVER IS LESS. SCORING WILL BE PLACED TO PREVENT RANDOM CRACKING. FULL DEPTH EXPANSION JOINTS WILL BE PLACED AGAINST ANY OBJECT DEEMED TO BE FIXED, CHANGES IN DIRECTION AND AT EQUAL INTERVALS NOT TO EXCEED 50 FEET.
- CONCRETE WATERWAYS, CURBWALLS, MOWSTRIPS, CURB AND GUTTER, ETC. WILL TYPICALLY BE SCORED 1/4 THE DEPTH AT INTERVALS NOT TO EXCEED 10 FEET AND HAVE FULL DEPTH EXPANSION JOINTS AT EQUAL SPACING NOT TO EXCEED 50 FEET.
- UNLESS OTHERWISE NOTED, ALL SLABS-ON-GRADE WILL HAVE A MINIMUM 8" THICKENED EDGE TO HELP CONTROL FROST HEAVE.
- UNLESS OTHERWISE NOTED, ALL ON-GRADE CONCRETE WILL BE PLACED ON A MINIMUM 4" GRAVEL BASE OVER A WELL COMPACTED (90%) MIN. SUBGRADE.
- ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN."
- ALL JOINTS (CONTROL, CONSTRUCTION OR EXPANSION JOINTS, ETC.) WILL BE SEALED WITH A ONE PART POLYURETHANE SEALANT.

5.2 ASPHALT CONCRETE PAVEMENT SHALL BE A MINIMUM 3" OVER 6" OF COMPACTED (95%) ROAD BASE OVER PROPERLY PREPARED AND COMPACTED (90%) SUBGRADE, UNLESS NOTED OTHERWISE.
- ASPHALT COMPACTION SHALL BE A MINIMUM 98%.
- SURFACE COARSE SHALL BE 1/2" MINUS MIX DESIGN TO BE SUBMITTED FOR APPROVAL AT LEAST TWO WEEKS PRIOR TO ANTICIPATED PAVING SCHEDULE.
- AC PAVEMENT TO BE A 1/4" ABOVE LIP OF ALL GUTTER AFTER COMPACTION.
- THICKNESS OVER 3" WILL BE LAID IN TWO LIFTS WITH THE FIRST LIFT BEING AN APPROVED 3/4" MINUS DESIGN.

6.0 GRADING & SOILS

6.1 SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT, WHICH BY REFERENCE ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE, UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS, OR IN THE SPECIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD OF ANY DISCREPANCY BETWEEN THE SOILS REPORT AND THESE PLANS AND SPECIFICATIONS.

6.2 THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT.

6.3 ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557. EXCEPT UNDER BUILDING FOUNDATIONS WHERE IT SHALL BE 98% MIN. OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM.

6.4 CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITH THE BUILDING PAD AREA AND AREAS TO BE PAVED, HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT.

6.5 SITE CLEARING SHALL INCLUDE THE LOCATING AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC.

6.6 ALL EXISTING VALVES, MANHOLES, ETC. SHALL BE RAISED OR LOWERED TO GRADE AS REQUIRED.

7.0 UTILITIES

7.1 THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES DIRECTLY OR THROUGH BLUE STAKE TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION.

7.2 CONTRACTOR TO VERIFY BY POTHOLING BOTH THE VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO INSTALLING ANY NEW LINES. NOT ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.

7.3 CONTRACTOR MUST START AT LOW END OF ALL NEW GRAVITY UTILITY LINES. MECHANICAL SUB-CONTRACTOR MUST BE PROVIDED CIVIL SITE DRAWINGS FOR COORDINATION AND TO CHECK THE FLOW FROM THE LOWER POINT IN BUILDING TO THE FIELD VERIFIED CONNECTION AT THE EXISTING MAIN. NO EXTRA COMPENSATION IS TO BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO FAILURE TO COMPLY WITH THESE REQUIREMENTS.

7.4 CONTRACTOR IS TO VERIFY LOCATION, DEPTH, SIZE, TYPE, AND OUTSIDE DIAMETERS OF UTILITIES IN THE FIELD BY POTHOLING A MINIMUM OF 300 FEET AHEAD OF CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNED PIPELINE GRADE AND ALIGNMENT. EXISTING UTILITY INFORMATION SHOWN ON PLANS OR OBTAINED FROM UTILITY COMPANIES OR BLUE STAKED MUST BE ASSIMED AS APPROXIMATE, REQUIRING FIELD VERIFICATION.

7.5 CULINARY WATER AND FIRE SERVICE LINES TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.

7.6 SANITARY SEWER MAINS AND LATERALS TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY SEWER DISTRICT STANDARDS AND SPECIFICATIONS.

7.7 STORM SEWER TO BE CONSTRUCTED IN ACCORDANCE WITH THE GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.

7.8 ALL STORM DRAIN AND IRRIGATION CONDUITS SHALL BE INSTALLED WITH WATER TIGHT JOINTS AND CONNECTIONS.

7.9 ALL STORM DRAIN PIPE PENETRATIONS INTO BOXES SHALL BE CONSTRUCTED WITH WATER TIGHT SEALS ON THE OUTSIDE AND GROUTED SMOOTH WITH A NON-SHRINK GROUT ON THE INSIDE. CONDUITS SHALL BE CUT OFF FLUSH WITH THE INSIDE OF THE BOX.

7.10 NO CHANGE IN THE DESIGN OF UTILITIES AS SHOWN WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE GOVERNING MUNICIPALITY, OR AUTHORITY HAVING JURISDICTION OVER THAT UTILITY.

7.11 ALL STORM DRAIN CONDUITS AND BOXES SHALL BE CLEAN AND FREE OF ROCKS, DIRT, AND CONSTRUCTION DEBRIS PRIOR TO FINAL INSPECTION.

8.0 SURVEY CONTROL

8.1 CONTRACTOR MUST PROVIDE A REGISTERED LAND SURVEY OR PERSONS UNDER THE SUPERVISION OF A REGISTERED LAND SURVEYOR TO SET STAKES FOR THE ALIGNMENT AND GRADE OF EACH MAIN AND/OR FACILITY AS SHOWN ON THE PLANS. THE STAKES SHALL BE MARKED WITH THE HORIZONTAL LOCATION (STATION) AND VERTICAL LOCATION (GRADE) WITH CUTS AND/OR FILLS TO THE APPROVED GRADE OF THE MAIN AND OR FACILITY AS SHOWN ON THE PLANS.

8.2 THE CONTRACTOR SHALL PROTECT ALL STAKES AND MARKERS FOR VERIFICATION PURPOSES.

8.3 CONTRACTOR WILL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND REFERENCE MARKS WITHIN THE PROJECT SITE.

9.0 AMERICAN DISABILITIES ACT

9.1 PEDESTRIAN / ADA ROUTES SHALL MEET THE FOLLOWING SPECIFICATIONS:
- ROUTES SHALL HAVE A 2.00% (1:50) MAXIMUM CROSS SLOPE.
- ROUTES SHALL HAVE A 5.00% (1:20) MAXIMUM RUNNING SLOPE.
- RAMPS SHALL HAVE A 8.33% (1:12) MAXIMUM RUNNING SLOPE.

9.2 ADA PARKING STALLS AND ADJACENT ROUTES SHALL HAVE A 2.00% MAXIMUM SURFACE SLOPE IN ANY DIRECTION.

9.3 THE CONTRACTOR SHALL ADHERE TO THE ABOVE SPECIFICATIONS. IN THE EVENT OF A DISCREPANCY IN THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER PRIOR TO ANY CONSTRUCTION.

10.0 EROSION CONTROL

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

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

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

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

10.5 ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION.

11.0 MAINTENANCE

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

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

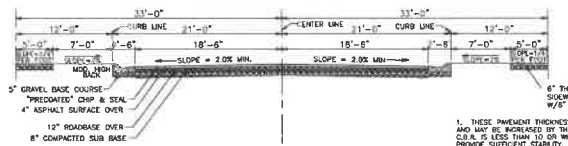
11.3 SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF BARRIER.

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

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

Legend

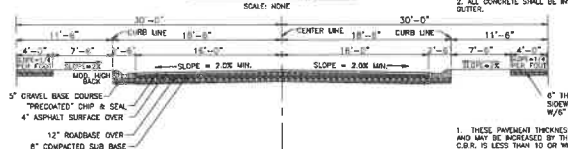
SW LAT	= PROPOSED SECONDARY WATER LATERAL
LD LAT	= PROPOSED LAND DRAIN LATERAL
W LAT	= PROPOSED WATER LATERAL
SS LAT	= PROPOSED SEWER LATERAL
W/B	= PROPOSED CULINARY WATER LINE
EX.W	= EXISTING CULINARY WATER LINE
SW/B	= PROPOSED SECONDARY WATER LINE
EX.SW	= EXISTING SECONDARY WATER LINE
SS/B	= PROPOSED SANITARY SEWER LINE
EX.SS	= EXISTING SANITARY SEWER LINE
SD/15	= PROPOSED STORM DRAIN LINE
EX.SD	= EXISTING STORM DRAIN LINE
LD/8	= PROPOSED LAND DRAIN LINE
EX.LD	= EXISTING LAND DRAIN LINE
IRR/18	= PROPOSED IRRIGATION LINE
EX.IRR	= EXISTING IRRIGATION LINE
X X	= FENCE LINE
	= DRAINAGE SWALE
	= PROPOSED FIRE HYDRANT
	= EXISTING FIRE HYDRANT
	= PROPOSED MANHOLE
	= EXISTING MANHOLE
	= PROPOSED SEWER CLEAN-OUT
	= PROPOSED GATE VALVE
	= EXISTING GATE VALVE
	= PLUG & BLOCK
	= AIR VAC ASSEMBLY
	= PROPOSED WATER METER
	= EXISTING WATER METER
	= PROPOSED CATCH BASIN
	= EXISTING CATCH BASIN
	= PLUG W/ 2" BLOW-OFF
	= STREET LIGHT
	= SIGN
BFE	= BASEMENT FLOOR ELEVATION
BLDG	= BUILDING
BOS	= BOTTOM OF STAIRS
BOW	= BOTTOM OF WALL
BP	= BEGINNING POINT
C&G	= CURB & GUTTER
CB	= CATCH BASIN
CF	= CUBIC FEET
CFS	= CUBIC FEET PER SECOND
FF	= FINISH FLOOR
FFE	= FINISH FLOOR ELEVATION
FG	= FINISHED GRADE
FH	= FIRE HYDRANT
FL	= FLOW LINE
GB	= GRADE BREAK
INV	= INVERT
LF	= LINEAR FEET
NG	= NATURAL GRADE
PC	= POINT OF CURVATURE
PP	= POWER/UTILITY POLE
PRC	= POINT OF RETURN CURVATURE
PT	= POINT OF TANGENCY
PUE	= PUBLIC UTILITY EASEMENT
RCP	= REINFORCED CONCRETE PIPE
RIM	= RIM OF MANHOLE
ROW	= RIGHT-OF-WAY
SD	= STORM DRAIN
SS	= SANITARY SEWER
TBC	= TOP BACK OF CURB
TOA	= TOP OF ASPHALT
TOC	= TOP OF CONCRETE
TOFF	= TOP OF FINISHED FLOOR
TOS	= TOP OF STAIRS
TOW	= TOP OF WALL
TSW	= TOP OF SIDEWALK
W	= CULINARY WATER
WM	= WATER METER
	= EXISTING ASPHALT PAVEMENT
	= PROPOSED ASPHALT PAVEMENT
	= PROPOSED CONCRETE
	= PROPOSED GRAVEL
4800	= EXISTING CONTOUR GRADE
4800	= PROPOSED CONTOUR GRADE



Street Section - Lagoon Dr

SCALE: NONE

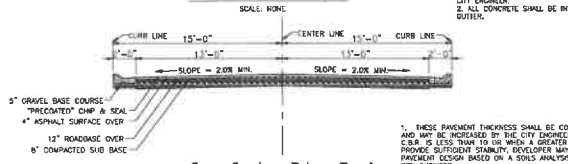
1. THESE PAVEMENT THICKNESS SHALL BE CONSIDERED AS MINIMUMS AND MAY BE INCREASED BY THE CITY ENGINEER WHEN THE SUBGRADE C.B.R. IS LESS THAN 10 OR WHEN A GREATER DEPTH IS NECESSARY TO PROVIDE SUFFICIENT STABILITY. DEVELOPER MAY SUBMIT AN ALTERNATIVE PAVEMENT DESIGN BASED ON A SOILS ANALYSIS FOR APPROVAL BY THE CITY ENGINEER.
2. ALL CONCRETE SHALL BE INSTALLED WITH FIBER, INCLUDING CURB & GUTTER.



Street Section - 700 West

SCALE: NONE

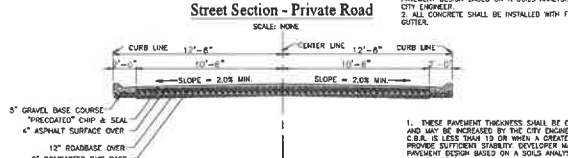
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2. ALL CONCRETE SHALL BE INSTALLED WITH FIBER, INCLUDING CURB & GUTTER.



Street Section - Private Road

SCALE: NONE

1. THESE PAVEMENT THICKNESS SHALL BE CONSIDERED AS MINIMUMS AND MAY BE INCREASED BY THE CITY ENGINEER WHEN THE SUBGRADE C.B.R. IS LESS THAN 10 OR WHEN A GREATER DEPTH IS NECESSARY TO PROVIDE SUFFICIENT STABILITY. DEVELOPER MAY SUBMIT AN ALTERNATIVE PAVEMENT DESIGN BASED ON A SOILS ANALYSIS FOR APPROVAL BY THE CITY ENGINEER.
2. ALL CONCRETE SHALL BE INSTALLED WITH FIBER, INCLUDING CURB & GUTTER.



Street Section - Private Alley

SCALE: NONE

1. THESE PAVEMENT THICKNESS SHALL BE CONSIDERED AS MINIMUMS AND MAY BE INCREASED BY THE CITY ENGINEER WHEN THE SUBGRADE C.B.R. IS LESS THAN 10 OR WHEN A GREATER DEPTH IS NECESSARY TO PROVIDE SUFFICIENT STABILITY. DEVELOPER MAY SUBMIT AN ALTERNATIVE PAVEMENT DESIGN BASED ON A SOILS ANALYSIS FOR APPROVAL BY THE CITY ENGINEER.
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HUNT ENGINEERING, LLC
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6819 Willow Creek Rd.
Mountain Green, UT 84050
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thomas.hunt@hunt-engineering.com

Hess Farms Subdivision

NORTH 1/2, SEC 13, T3N, R1W, SLB&M
FARMINGTON, DAVIS COUNTY, UTAH

Notes/Legend

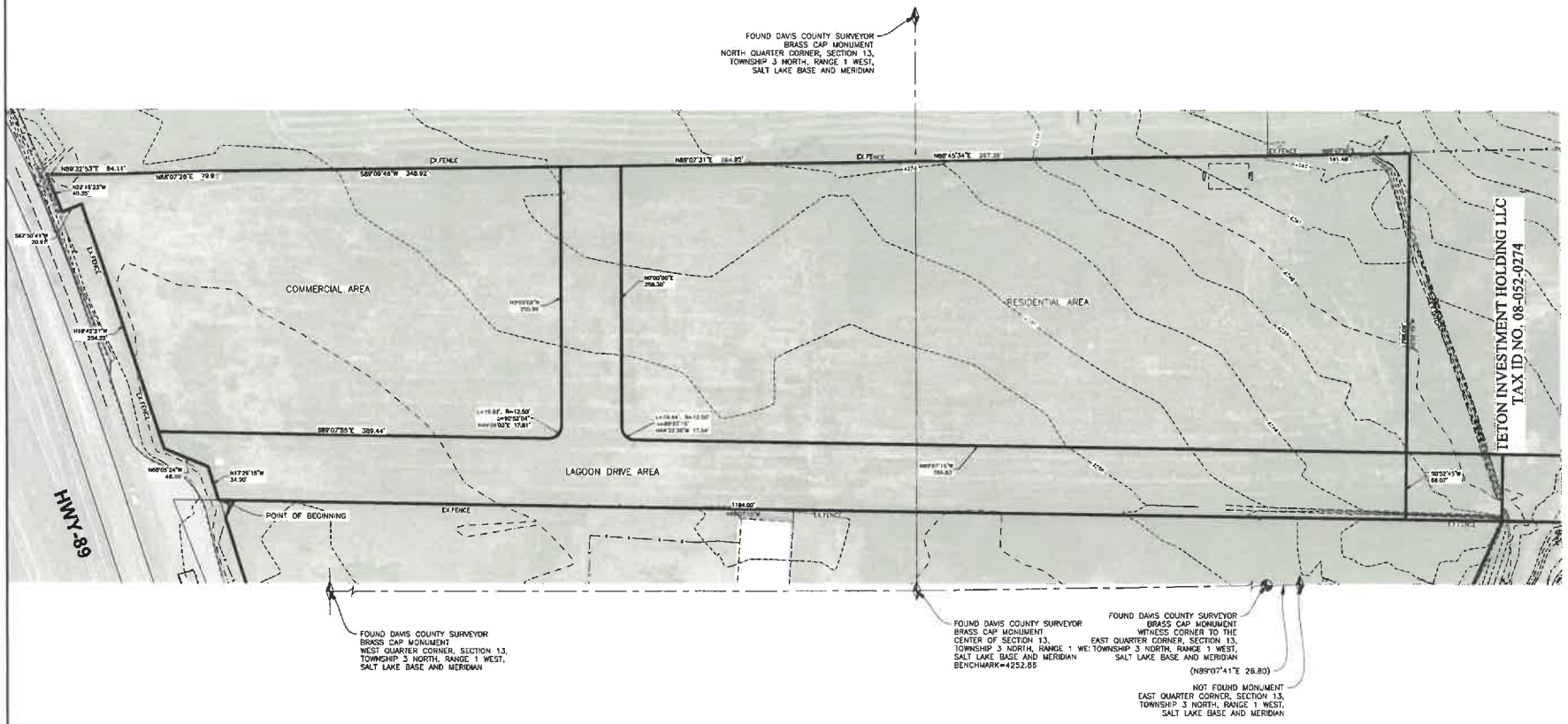
Revisions	Date

ENGINEER'S STAMP

PROFESSIONAL ENGINEER — 7865866 — THOMAS I. HUNT — STATE OF UTAH

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 3/2/2022
Name: Hess Farms

SHEET 2 of 10 SHEETS



AS-SURVEYED LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE EAST FRONTAGE ROAD, SAID POINT ALSO THE SAME POINT OF BEGINNING AS CONTAINED IN THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED JUNE 24, 2019 AS ENTRY NO. 3158113 IN BOOK 7290 AT PAGES 1284-1293 IN THE DAVIS COUNTY RECORDER'S OFFICE, BEING SOUTH 89°52'45" WEST ALONG THE QUARTER SECTION LINE 696.298 FEET AND NORTH 305.014 FEET FROM THE CENTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND ALONG SAID BOUNDARY LINE AGREEMENT THE FOLLOWING TWELVE (12) COURSES: NORTH 17°29'15" WEST 34.201 FEET; THENCE NORTH 88°05'24" WEST 46.98 FEET; THENCE NORTH 18°42'27" WEST 254.22 FEET; THENCE SOUTH 67°50'41" WEST 20.91 FEET; THENCE NORTH 22°16'23" WEST 40.35 FEET TO AN EXISTING FENCE LINE; THENCE STILL ALONG SAID BOUNDARY LINE AGREEMENT AND AN EXISTING FENCE LINE NORTH 89°01'29" EAST 84.14 FEET; THENCE NORTH 88°07'28" EAST 79.917 FEET; THENCE NORTH 89°09'21" EAST 337.347 FEET; THENCE NORTH 88°07'31" EAST 284.95 FEET; THENCE NORTH 88°45'34" EAST 267.389 FEET; THENCE NORTH 89°31'30" EAST 184.278 FEET TO THE SOUTHWEST CORNER OF NORTH MAIN STREET CHURCH SUBDIVISION RECORDED JULY 2, 2008 AS ENTRY NO. 2464628 IN BOOK 4810 AT PAGE 428 IN DAVIS COUNTY RECORDER'S OFFICE; THENCE NORTH 68°47'01" EAST ALONG THE SOUTH OF SAID SUBDIVISION 141.48 FEET; THENCE SOUTH 00°53'45" WEST 382.13 FEET TO THE SOUTH LINE OF THAT COMMON LINE AS DESCRIBED IN SAID BOUNDARY LINE AGREEMENT; THENCE NORTH 89°07'15" WEST ALONG SAID BOUNDARY LINE AGREEMENT 1184.00 FEET TO THE POINT OF BEGINNING.

THE NAD83 ROTATION IS 00°21'15" CLOCKWISE.

CONTAINS 435,782.51 SQ/FT OR 10.00 ACRES

N

50 0 50 100 150

Scale: 1" = 50'

Site Information

LOCATED IN:	FARMINGTON CITY, DAVIS COUNTY
ORIGINAL PROPERTY:	435,600 SF (10.0 ACRES)
CURRENT ZONE:	A – AGRICULTURAL
PROPOSED ZONE:	CMU – COMMERCIAL MIXED USE
COMMERCIAL AREA:	117,311 SF (2.69 ACRES)
RESIDENTIAL AREA:	222,177 SF (5.10 ACRES)
LAGOON DRIVE:	98,112 SF (2.21 ACRES)

THIS PROJECT IS LOCATED IN THE FEMA FLOOD ZONE X.

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED USING FOUND Intersection DAVIS COUNTY SURVEYOR BRASS CAP MONUMENTS LOCATED AT THE WEST QUARTER CORNER AND THE CENTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AS SHOWN ON THIS SURVEY PLAT.

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Hess Farms Subdivision

NORTH 1/2, SEC 13, T3N, R1W, SLB&M
FARMINGTON, DAVIS COUNTY, UTAH

Existing Conditions

Revisions	Date

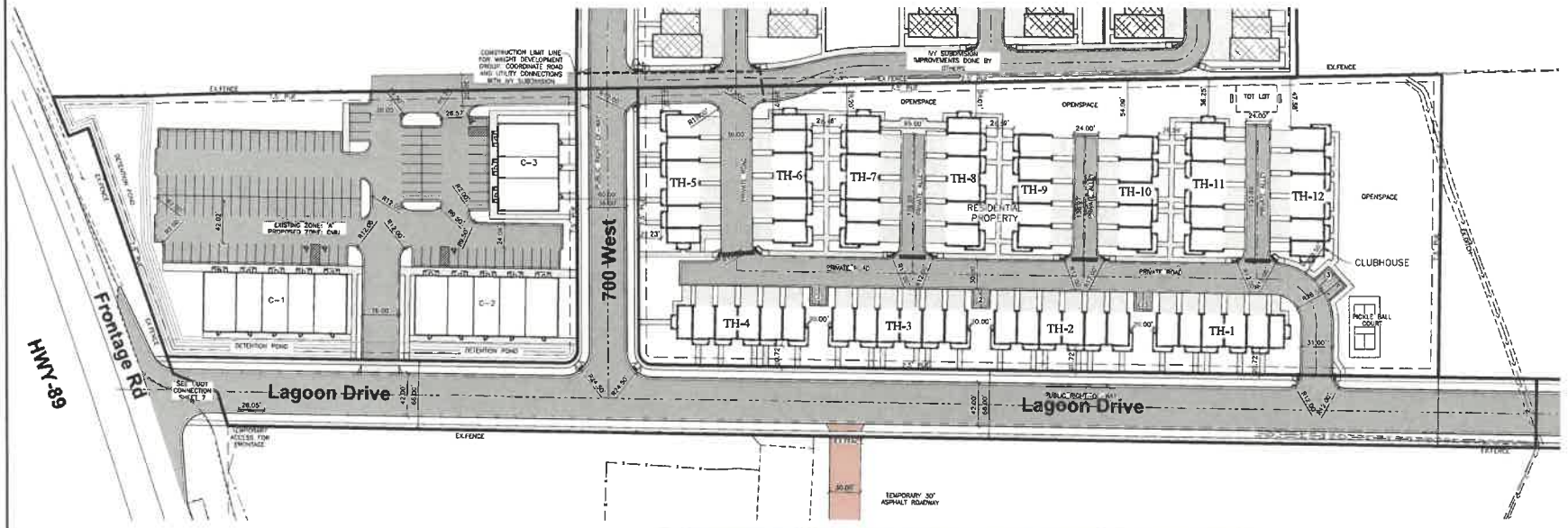
ENGINEERS STAMP

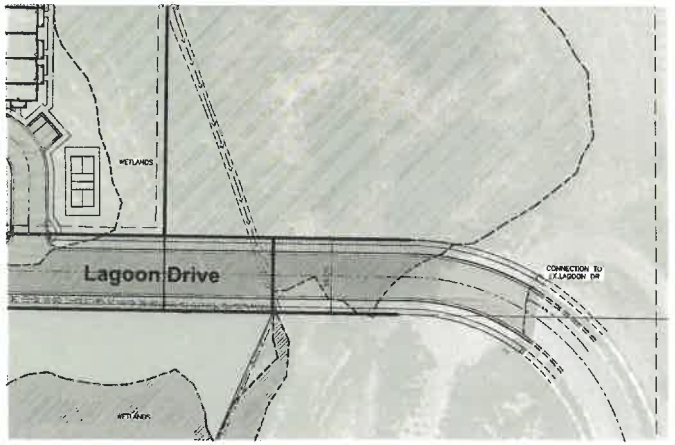
PROFESSIONAL ENGINEER 10854469 THOMAS J. HUNT STATE OF UTAH

PROJECT INFO.

Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 5/2/2022
Name: Hess Farms

SHEET 3 of 10 SHEETS





NOTES:
1. TOWNHOME SEWER LATERALS ARE 4" PVC WITH A MIN SLOPE OF 2.0%.
2. TOWNHOME WATER LATERALS SHALL RECEIVE A CURB STOP, WITH 1" WATER LATERAL.
3. ALL SECONDARY WATER LINES NEED TO BE INSTALLED PER BENCHLAND WATER DISTRICT STANDARDS AND SPECIFICATIONS.
4. ALL LOW ELEVATIONS NEED TO DRAIN, ALL HIGH ELEVATIONS NEED TO HAVE AIR RELEASE/VACUUM INSTALLED ON SECONDARY WATER MANIFOLDS.
5. ALL TRANSFORMERS, METERS, AND SIMILAR EQUIPMENT SHALL BE SCREENED.
6. TRASH CANS FOR EACH UNIT WILL BE ROLLED TO PRIVATE ALLEY.
7. ALL TOWNHOMES LOCATED OVER THE EXISTING DITCH MUST USE STRUCTURAL FILL FOR FILL IN THE DITCH

N

50 0 50 100 150
Scale: 1" = 50'

Site Information

LOCATED IN:	FARMINGTON CITY, DAVIS COUNTY
ORIGINAL PROPERTY:	435,600 SF (10.0 ACRES)
CURRENT ZONE:	A – AGRICULTURAL
PROPOSED ZONE:	CMU – COMMERCIAL MIXED USE
COMMERCIAL PROPERTY	117,311 SF (2.69 ACRES)
BUILDINGS:	21,000 SF
HARDSCAPE:	51,907 SF
LANDSCAPE:	33,079 SF (LS RATIO 28%)
RESIDENTIAL PROPERTY:	222,177 SF (5.10 ACRES)
TOWNHOMES:	TOTAL 70 UNITS (50,405 SF)
CLUB HOUSE	1 UNIT
3 BEDROOM	62 UNITS
1 BEDROOM	7 UNITS
	13.7 UNITS PER ACRE
HARDSCAPE:	76,670 SF
LANDSCAPE:	95,102 SF (LS RATIO 43%)
LAGOON DRIVE:	96,112 SF (2.21 ACRES)
HARDSCAPE:	77,075 SF
LANDSCAPE:	19,037 SF (LS RATIO 20%)

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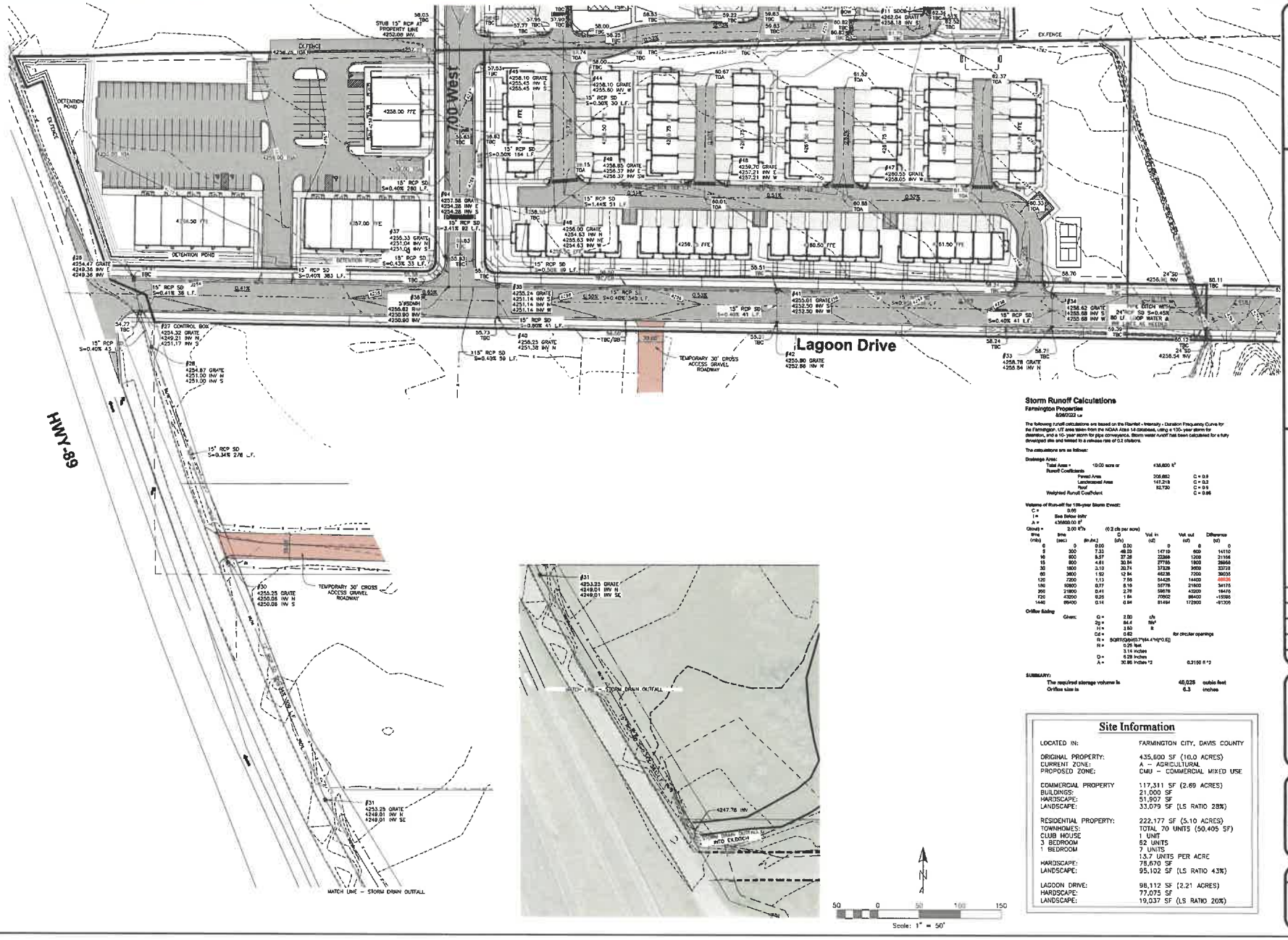
Site Plan

Revisions	Date

ENGINEER'S STAMP
PROFESSIONAL ENGINEER
THOMAS J. HUNT
STATE OF UTAH

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 5/2/2022
Name: Hess Farms

SHEET 4 of 10 SHEETS



Storm Runoff Calculations

Farmington Properties

6/30/2022 Le

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the Farmington, UT area taken from the NOAA Atlas 14 Database, using a 100- year storm for detention, and a 10- year storm for pipe conveyance. Storm water runoff has been calculated for a fully developed site and limited to a release rate of 0.2 cfs/acre.

The calculations are as follows:

Drainage Area:

Total Area =	10.00 acre or	435,600 ft²	
Runoff Coefficients			
	Paved Area	208,662	C = 0.9
	Landscaped Area	147,218	C = 0.3
	Roof	82,730	C = 0.9
Weighted Runoff Coefficient			C = 0.66

Volume of Run-off for 100-year Storm Event:

C = 0.66
I = See Below in/hr
A = 435600.00 ft²
Gravel = 3.00 in's (0.2 cfs per acre)

time (min)	time (sec)	I (in./hr.)	Q (cfs)	Vol. in (cf)	Vol. out (cf)	Difference (cf)
0	0	0.00	0.00	0	0	0
5	300	7.33	48.23	14719	909	14810
10	600	5.57	37.28	22368	1209	21159
15	900	4.61	30.84	27705	1803	25902
30	1800	3.10	20.74	37328	3600	33728
60	3600	1.92	12.84	46238	7200	39035
120	7200	1.13	7.56	54428	14400	40035
180	10800	0.77	5.16	55778	21600	34175
360	21600	0.41	2.76	59676	43200	16475
720	43200	0.24	1.64	70903	86400	-15500
1440	86400	0.14	0.94	81484	172800	-91306

Orifice Sizing

Given:

Q =	2.00	cfs
2g =	64.4	ft/s²
H =	3.50	ft
Cd =	0.62	for circular openings
R =	SQRT((Q/(Cd*3.1*(64.4*H)^0.5))/3.1	
R =	0.25 feet	
	3.16 inches	
D =	6.29 inches	
A =	30.86 inches ^2	0.2150 ft ^2

SUMMARY:

The required storage volume is	40,028	cubic feet
Orifice size is	6.3	inches

Site Information

LOCATED IN:	FARMINGTON CITY, DAVIS COUNTY
ORIGINAL PROPERTY:	435,600 SF (10.0 ACRES)
CURRENT ZONE:	A – AGRICULTURAL
PROPOSED ZONE:	CMU – COMMERCIAL MIXED USE
COMMERCIAL PROPERTY	117,311 SF (2.69 ACRES)
BUILDINGS:	21,000 SF
HARDSCAPE:	51,907 SF
LANDSCAPE:	33,079 SF (LS RATIO 28%)
RESIDENTIAL PROPERTY:	222,177 SF (5.10 ACRES)
TOWNHOMES:	TOTAL 70 UNITS (50,405 SF)
CLUB HOUSE	1 UNIT
3 BEDROOM	52 UNITS
1 BEDROOM	7 UNITS
	13.7 UNITS PER ACRE
HARDSCAPE:	78,670 SF
LANDSCAPE:	95,102 SF (LS RATIO 43%)
LAGOON DRIVE:	98,112 SF (2.21 ACRES)
HARDSCAPE:	77,075 SF
LANDSCAPE:	19,037 SF (LS RATIO 20%)

HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

Hess Farms Subdivision

NORTH 1/2, SEC. 13, T5N, R1W, SLB&M
FARMINGTON, DAVIS COUNTY, UTAH

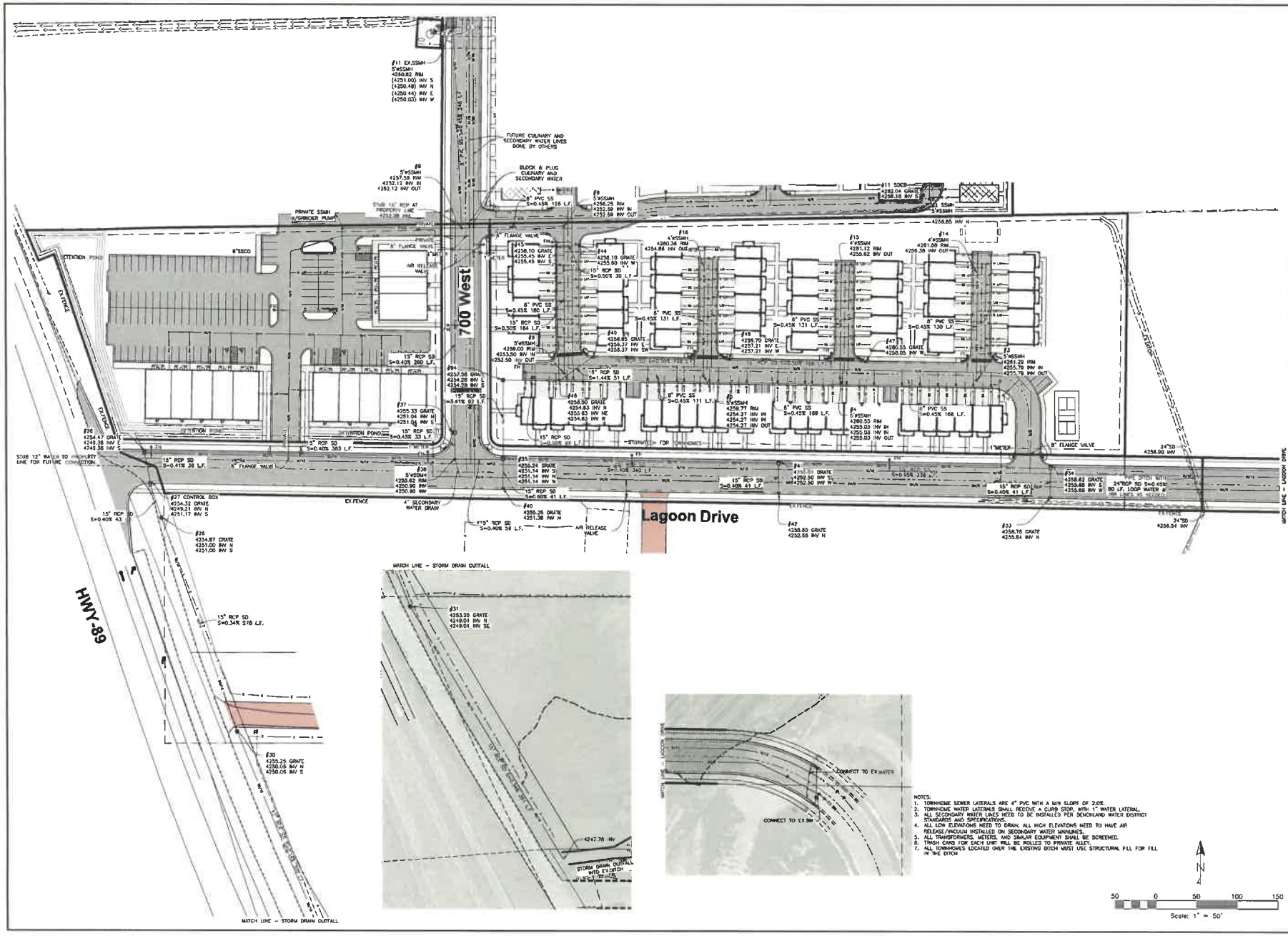
Grading & Drainage Plan

Revisions	Date

ENGINEERS STAMP
PROFESSIONAL ENGINEER
THOMAS J. HUNT
STATE OF UTAH

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 6/2/2022
Name: Hess Farms

SHEET 5 of 10 SHEETS



NOTES:
1. TOWNHOME SEWER LATERALS ARE 4" PVC WITH A MIN SLOPE OF 2.0%.
2. TOWNHOME WATER LATERALS SHALL RECEIVE A CURB STOP, WITH 1" WATER LATERAL.
3. ALL SECONDARY WATER LINES NEED TO BE INSTALLED PER BENCHLAND WATER DISTRICT STANDARDS AND SPECIFICATIONS.
4. ALL LOW ELEVATIONS NEED TO DRAIN, ALL HIGH ELEVATIONS NEED TO HAVE AIR RELEASE/VACUUM INSTALLED ON SECONDARY WATER MAINLINES.
5. ALL TRANSFORMERS, METERS, AND SIMILAR EQUIPMENT SHALL BE SCREENED.
6. TRASH CANS FOR EACH UNIT WILL BE ROLLED TO PRIVATE ALLEY.
7. ALL TOWNHOMES LOCATED OVER THE EXISTING DITCH MUST USE STRUCTURAL FILL FOR FILL IN THE DITCH

Scale: 1" = 50'

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Hess Farms Subdivision

NORTH 1/2, SEC 13, T3N, R1W, SLB&M
FARMINGTON, DAVIS COUNTY, UTAH

Utility Plan

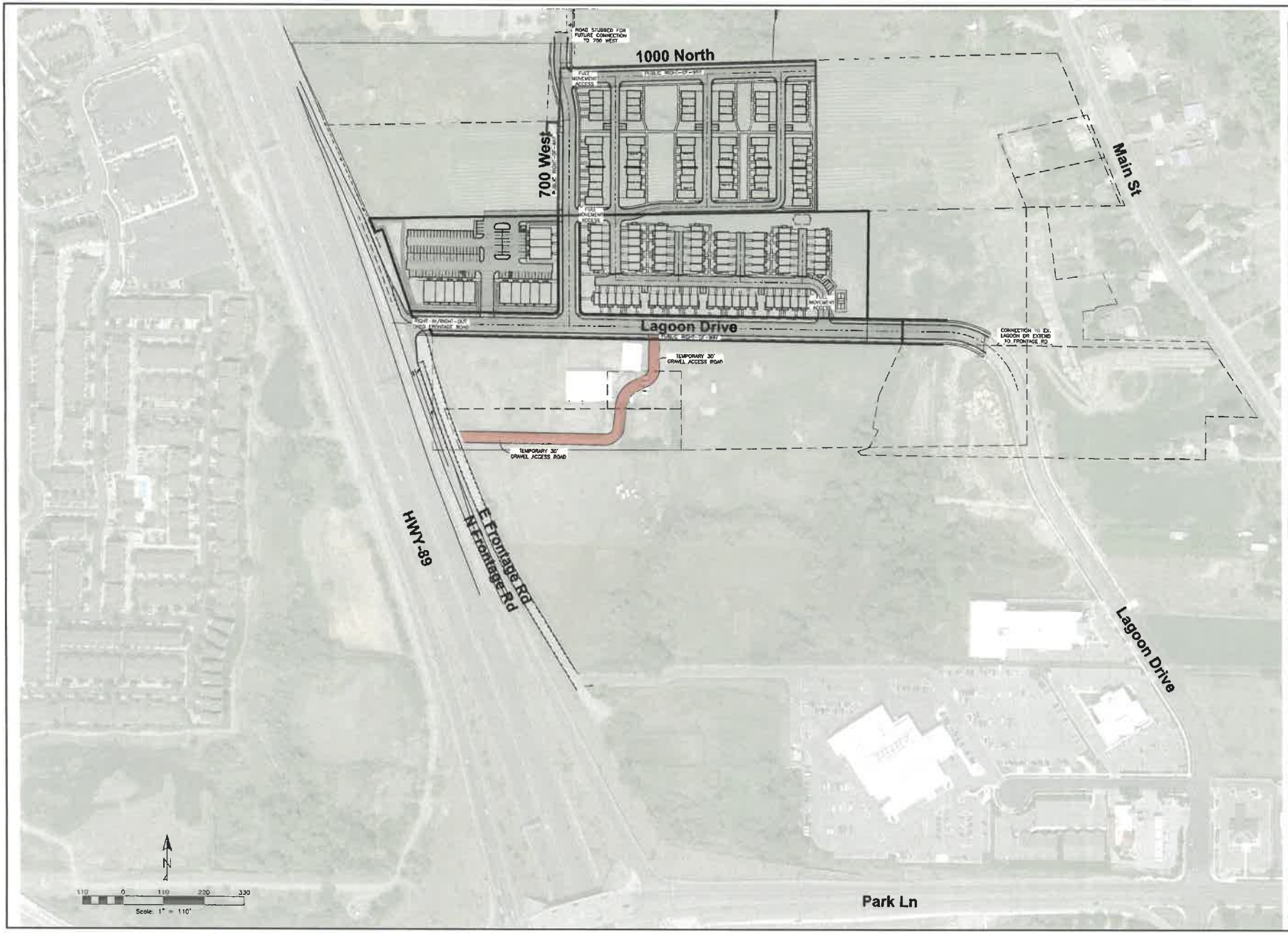
Revisions	Date

ENGINEERS STAMP

PROFESSIONAL ENGINEER — THOMAS J. HUNT — STATE OF UTAH

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 5/2/2022
Name: Hess Farms

SHEET 6 of 10 SHEETS



HUNT ENGINEERING, LLC
HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.864.4724
thomas.hunt@hunt-engineering.com

Hess Farms Subdivision

NORTH 1/2, SEC 13, T5N, R1W, SLB&M
FARMINGTON, DAVIS COUNTY, UTAH

Circulation Plan

Revisions	Date

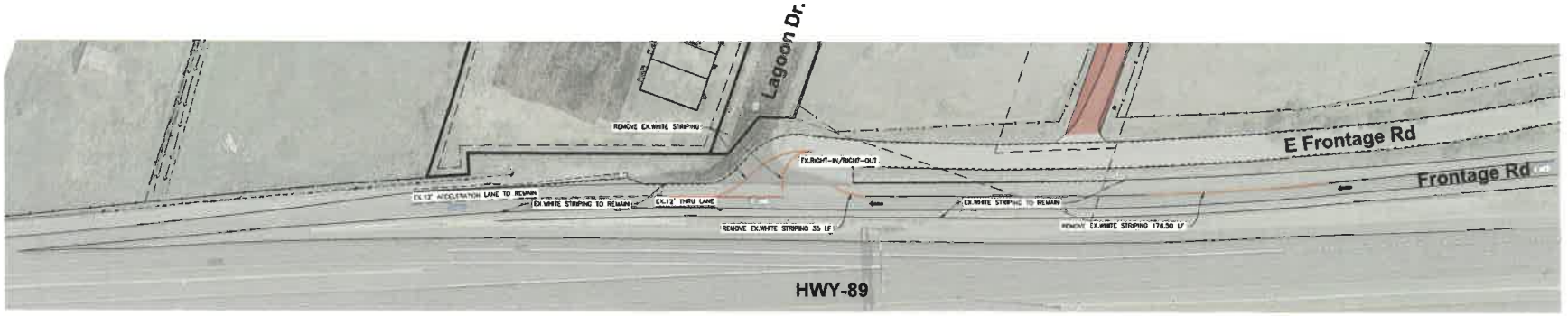
ENGINEERS STAMP

PROFESSIONAL ENGINEER
THOMAS J. HUNT
STATE OF UTAH

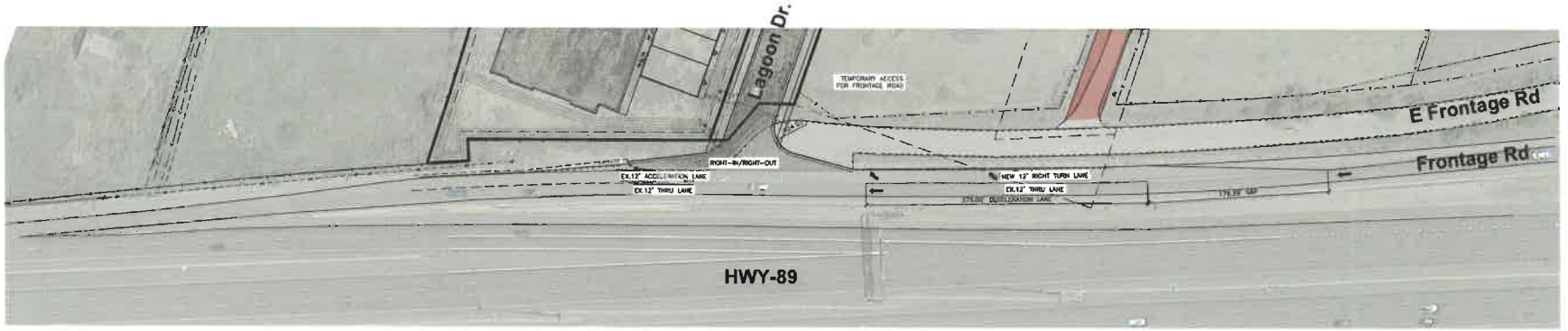
PROJECT INFO.

Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 5/2/2022
Name: Hess Farms

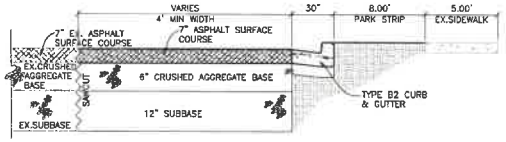
SHEET 7 of 10 SHEETS



EXISTING AND REMOVAL STRIPING



PROPOSED STRIPING



1. MIX DESIGN ASPHALT CONFORMING TO UDOT SPECIFICATIONS 02741
2. SAWCUT AND TACK COAT VERTICAL CUTS IN ASPHALT PER UDOT SPECIFICATION 027055 PAVEMENT CUTTING

UDOT Street Detail
SCALE: NONE

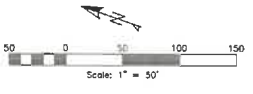
UDOT NOTE:
REPAIR OR REPLACE ANY DAMAGED CURB, GUTTER &/OR DRIVEWAY. CURB & GUTTER TO BE TYPE B1 CURB, DRIVEWAY TO BE CONSTRUCTED AS DW3A (2017 UDOT DRAWING)

ALL TRENCHES TO BE REPAIRED AS A T-PATCH W/ ASPHALT THE GREATER OF 7" OR TO MATCH EXISTING IN LIFTS NO GREATER THAN 3". 10' ON EACH SIDE OF TRENCH TO BE MILLED 2" DEEP AND REPAVED AS A SINGLE PATCH.

UTILITY WORK REQUIRES SEPARATE PERMITTING. CONTRACTOR TO APPLY DIRECTLY W/ UDOT AT LEAST 30 DAYS IN ADVANCE.

ANY DAMAGED PAINT STRIPING DURING CONSTRUCTION MUST BE REDONE.

1. ALL CONSTRUCTION WITHIN THE UDOT RIGHT-OF-WAY SHALL CONFORM TO THE MOST CURRENT UDOT STANDARD (INCLUDING SUPPLEMENTAL) DRAWINGS AND SPECIFICATIONS.
2. THE CONTRACTOR IS TO OBTAIN AN ENCROACHMENT PERMIT FROM THE APPLICABLE UDOT REGION PERMIT OFFICE PRIOR TO COMMENCING WORK WITHIN UDOT RIGHT-OF-WAY. WORKING HOUR LIMITATIONS WILL BE LISTED IN THE LIMITATION SECTION OF THE ENCROACHMENT PERMIT.
3. UDOT RESERVES THE RIGHT, AT ITS OPTION, TO INSTALL A RAISED MEDIAN ISLAND OR RESTRICT THE ACCESS TO A RIGHT-IN OR RIGHT-OUT AT ANY TIME.
4. OWNER, DEVELOPER, AND CONTRACTOR ARE RESPONSIBLE FOR ANY DAMAGES DIRECTLY OR INDIRECTLY WITHIN THE UDOT RIGHT-OF-WAY AS A RESULT OF DEVELOPMENT ACTIVITIES.
5. OWNER, DEVELOPER, AND/OR CONTRACTOR IS REQUIRED TO HIRE AN INDEPENDENT COMPANY FOR ALL TESTING WITHIN THE UDOT RIGHT-OF-WAY.
6. ALL SIGNS INSTALLED ON THE UDOT RIGHT-OF-WAY MUST BE HIGH INTENSITY GRADE (TYPE III SHEETING) WITH A 80 SLIP BASE. INSTALL ALL SIGNS PER UDOT SN SERIES STANDARD DRAWINGS.
7. COMPLY WITH THE REQUIREMENTS OF UTAH CODE 17-23-14 (DISTURBED CORNERS - COUNTY SURVEYOR TO BE NOTIFIED - COORDINATION WITH CERTAIN STATE AGENCIES).



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Hess Farms Subdivision

NORTH 1/2, SEC. 13, T5N, R1W, SLB&M
FARMINGTON, DAVIS COUNTY, UTAH

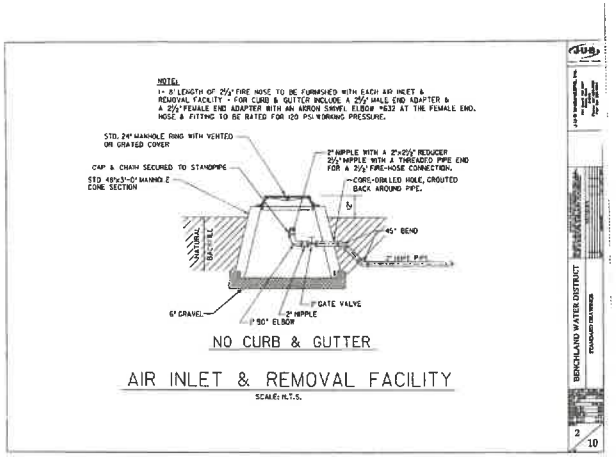
UDOT Striping Plan

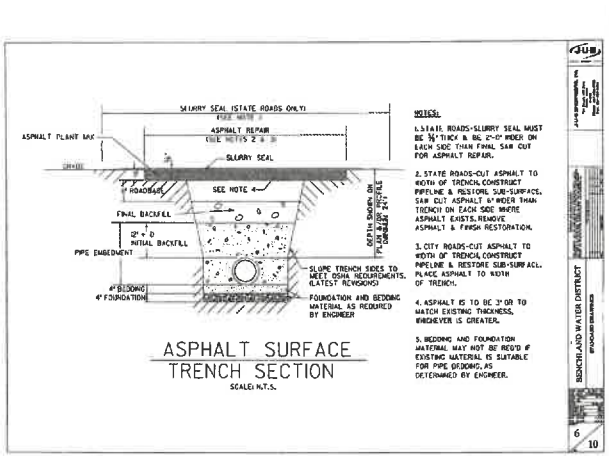
Revisions	Date

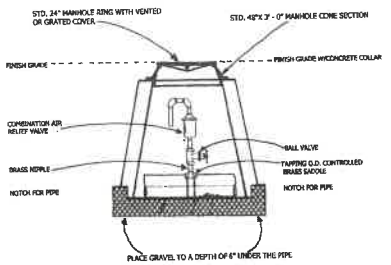
ENGINEERS STAMP

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 5/2/2022
Name: Hess Farms

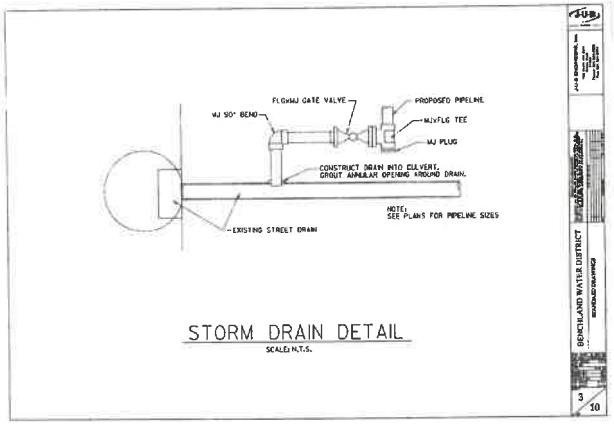
SHEET 8 of 10 SHEETS

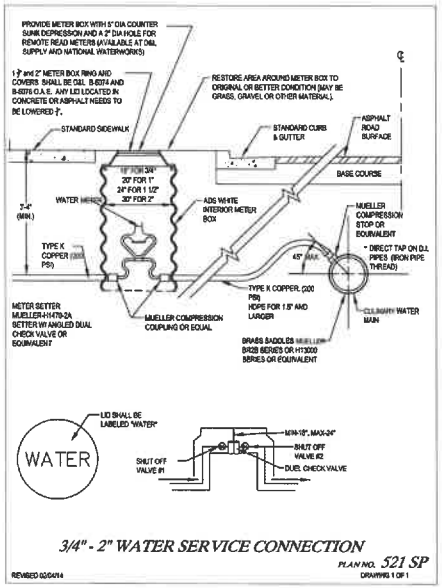






TYPICAL AIR VALVE STATION





3/4" - 2" WATER SERVICE CONNECTION

PLAN NO. *521 SP*

REVISED 02/04/14

DRAWING 1 OF 1

HUNT ENGINEERING, LLC
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thomas.hunt@hunt-engineering.com

Hess Farms Subdivision

NORTH 1/2, SEC 15, T3N, R1W, SLB&M
FARMINGTON, DAVIS COUNTY, UTAH

Civil Details

Revisions	Date

ENGINEERS STAMP

PROFESSIONAL ENGINEER 305480 THOMAS J. HUNT STATE OF UTAH

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 5/3/2022
Name: Hess Farms

SHEET 9 of 10 SHEETS

Hess Farms Subdivision

Preliminary Plat - Not to be Recorded

LOCATED IN THE NORTH 1/2 OF SECTION 13, TOWNSHIP 3 NORTH,
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH
AUGUST 2022

Storm Runoff Calculations

Farmington Properties
5/26/2022

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the Farmington, UT area taken from the NOAA Atlas 14 database, using a 100- year storm for detention, and a 10- year storm for pipe conveyance. Storm water runoff has been calculated for a fully developed site and limited to a release rate of 0.2 cfs/acre

The calculations are as follows:

Drainage Area:

Total Area =	10.00 acre or	435,600 ft²	
Runoff Coefficients			
	Paved Area	205,852	C = 0.9
	Landscaped Area	147,218	C = 0.3
	Roof	42,730	C = 0.9
	Weighted Runoff Coefficient		C = 0.66

Volume of Run-off for 100-year Storm Event:

C =	0.66					
I =	See Below in/hr					
A =	435600.00 ft²					
Qcalc =	2.00 cfs	(0.2 cfs per acre)				
time (min)	time (sec)	I (in./hr.)	Q (cfs)	Vol in (cf)	Vol out (cf)	Difference (cf)
0	0	6.00	0.00	0	0	0
5	300	7.33	49.03	14710	600	14110
10	600	6.57	37.28	22368	1200	21168
15	900	4.51	30.84	27756	1800	25956
30	1800	3.10	20.74	37338	3600	33738
60	3600	1.82	12.84	46238	7200	39038
120	7200	1.13	7.58	54628	14400	40228
180	10800	0.77	5.16	55778	21600	34178
360	21600	0.41	2.76	59616	43200	16416
720	43200	0.25	1.64	70902	86400	-15498
1440	86400	0.14	0.94	81494	172800	-91306

Orifice Sizing

Given:
- Q = 2.00 cfs
- 2g = 64.4 ft/s²
- H = 3.60 ft
- Cd = 0.62
- R = SQRT((Q/Cd)/(pi*4.74*(H^0.5))) for circular openings
- R = 0.29 feet
- 3.14 inches
- D = 6.28 inches
- A = 30.96 inches^2 0.2150 ft^2

SUMMARY:

The required storage volume is 40,028 cubic feet
Orifice size is 6.3 inches

Surveyor's Certificate

I, MICHAEL L. WANGEMANN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 8431156, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS: FARMINGTON ESTATES AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

DATE: _____

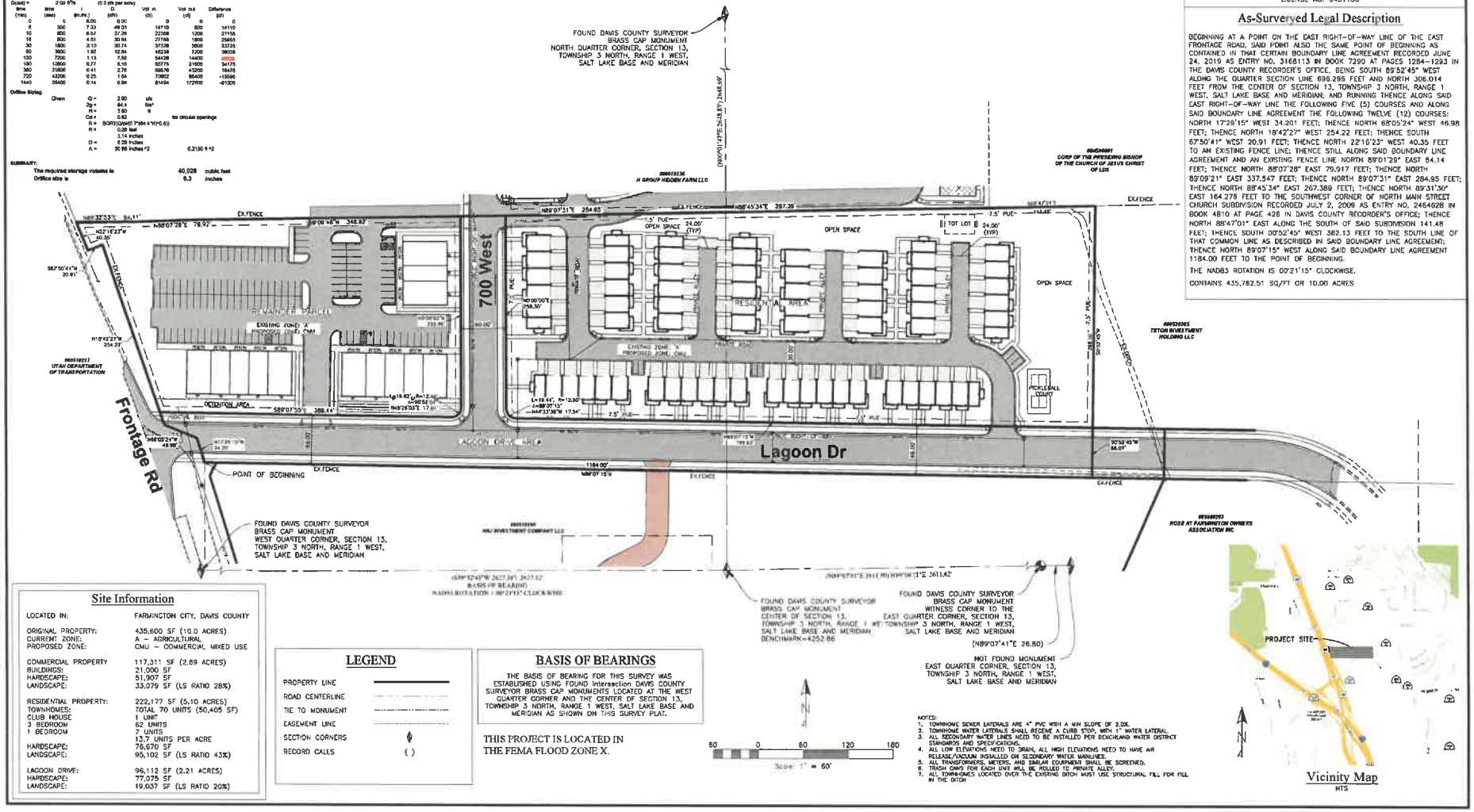
MICHAEL L. WANGEMANN
LICENSE NO. 8431156

As-Surveyed Legal Description

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE EAST FRONTAGE ROAD, SAID POINT ALSO THE SAME POINT OF BEGINNING AS CONTAINED IN THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED JUNE 24, 2019 AS ENTRY NO. 3168113 IN BOOK 7290 AT PAGES 1284-1293 IN THE DAVIS COUNTY RECORDER'S OFFICE, BEING SOUTH 89°52'45" WEST ALONG THE QUARTER SECTION LINE 696.295 FEET AND NORTH 306.014 FEET FROM THE CENTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND ALONG SAID BOUNDARY LINE AGREEMENT THE FOLLOWING TWELVE (12) COURSES: NORTH 17°29'15" WEST 34.201 FEET; THENCE NORTH 68°05'24" WEST 46.98 FEET; THENCE NORTH 18°42'27" WEST 254.22 FEET; THENCE SOUTH 67°50'41" WEST 20.91 FEET; THENCE NORTH 22°16'23" WEST 40.35 FEET TO AN EXISTING FENCE LINE; THENCE STILL ALONG SAID BOUNDARY LINE AGREEMENT AND AN EXISTING FENCE LINE NORTH 89°01'29" EAST 84.14 FEET; THENCE NORTH 88°07'28" EAST 79.917 FEET; THENCE NORTH 89°09'21" EAST 337.547 FEET; THENCE NORTH 89°07'31" EAST 284.95 FEET; THENCE NORTH 88°45'34" EAST 267.389 FEET; THENCE NORTH 89°31'30" EAST 164.278 FEET TO THE SOUTHWEST CORNER OF NORTH MAIN STREET CHURCH SUBDIVISION RECORDED JULY 2, 2009 AS ENTRY NO. 2464628 IN BOOK 4810 AT PAGE 428 IN DAVIS COUNTY RECORDER'S OFFICE; THENCE NORTH 88°47'01" EAST ALONG THE SOUTH OF SAID SUBDIVISION 141.48 FEET; THENCE SOUTH 00°52'45" WEST 362.13 FEET TO THE SOUTH LINE OF THAT COMMON LINE AS DESCRIBED IN SAID BOUNDARY LINE AGREEMENT; THENCE NORTH 89°07'15" WEST ALONG SAID BOUNDARY LINE AGREEMENT 1184.00 FEET TO THE POINT OF BEGINNING.

THE NAD83 ROTATION IS 00°21'15" CLOCKWISE.

CONTAINS 435,762.51 SQ/FT OR 10.00 ACRES



Site Information

LOCATED IN:	FARMINGTON CITY, DAVIS COUNTY
ORIGINAL PROPERTY:	435,600 SF (10.0 ACRES)
CURRENT ZONE:	A – AGRICULTURAL
PROPOSED ZONE:	CMU – COMMERCIAL MIXED USE
COMMERCIAL PROPERTY	117,311 SF (2.69 ACRES)
BUILDINGS:	21,000 SF
HARDSCAPE:	51,907 SF
LANDSCAPE:	33,079 SF (LS RATIO 28%)
RESIDENTIAL PROPERTY:	222,177 SF (5.10 ACRES)
TOWNHOMES:	TOTAL 70 UNITS (50,405 SF)
CLUB HOUSE	1 UNIT
3 BEDROOM	62 UNITS
1 BEDROOM	7 UNITS
	13.7 UNITS PER ACRE
HARDSCAPE:	76,670 SF
LANDSCAPE:	95,102 SF (LS RATIO 43%)
LAGOON DRIVE:	96,112 SF (2.21 ACRES)
HARDSCAPE:	77,075 SF
LANDSCAPE:	19,037 SF (LS RATIO 20%)

LEGEND

- PROPERTY LINE
- ROAD CENTERLINE
- TIE TO MONUMENT
- EASEMENT LINE
- SECTION CORNERS
- RECORD CALLS ( )

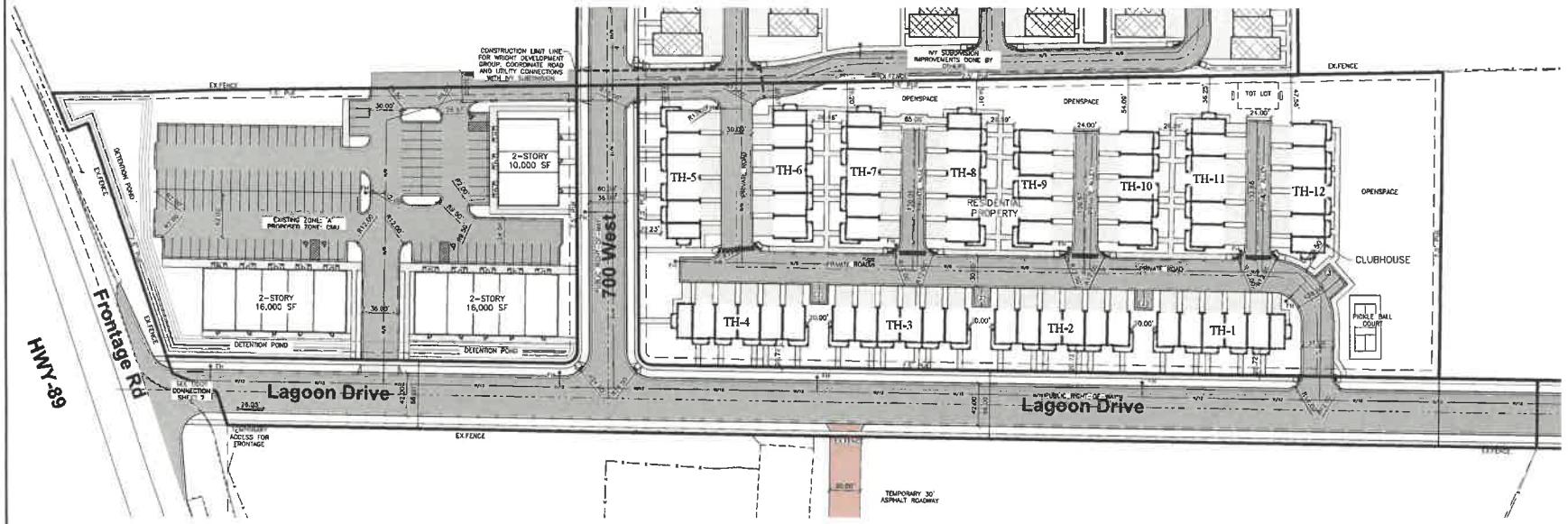
BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED USING FOUND Intersection DAVIS COUNTY SURVEYOR BRASS CAP MONUMENTS LOCATED AT THE WEST QUARTER CORNER AND THE CENTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AS SHOWN ON THIS SURVEY PLAT.

THIS PROJECT IS LOCATED IN THE FEMA FLOOD ZONE X.

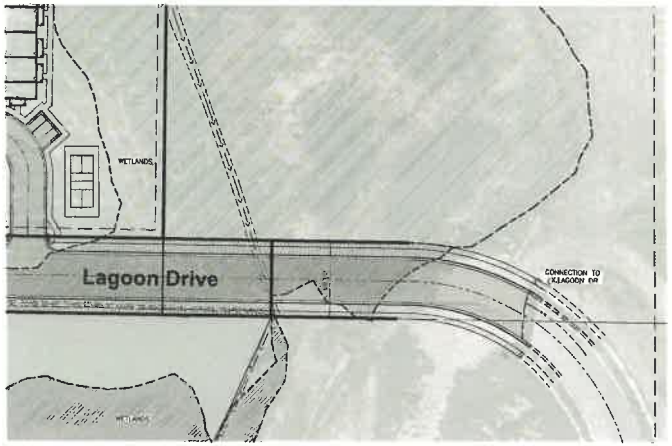
NOTES:
1. TOWNHOME SEWER LATERALS ARE 4" PVC WITH A MIN SLOPE OF 2.0%.
2. TOWNHOME WATER LATERALS SHALL RECEIVE A CURB STOP, WITH 1" WATER LATERAL.
3. ALL SECONDARY WATER LINES NEED TO BE INSTALLED PER BENCHLAND WATER DISTRICT STANDARDS AND SPECIFICATIONS.
4. ALL LOW ELEVATIONS NEED TO DRAIN, ALL HIGH ELEVATIONS NEED TO HAVE AIR RELEASE/VACUUM INSTALLED ON SECONDARY WATER MAINLINES.
5. ALL TRANSFORMERS, METERS, AND SIMILAR EQUIPMENT SHALL BE SCREENED.
6. TRASH CANS FOR EACH UNIT WILL BE ROLLED TO PRIVATE ALLEY.
7. ALL TOWNHOMES LOCATED OVER THE EXISTING DITCH MUST USE STRUCTURAL FILL FOR FILL IN THE DITCH

Vicinity Map
NTS



Site Information

LOCATED IN:	FARMINGTON CITY, DAVIS COUNTY
ORIGINAL PROPERTY:	435,600 SF (10.0 ACRES)
CURRENT ZONE:	A – AGRICULTURAL
PROPOSED ZONE:	CMU – COMMERCIAL MIXED USE
COMMERCIAL PROPERTY	117,311 SF (2.69 ACRES)
BUILDINGS:	21,000SF
HARDSCAPE:	51,907 SF
LANDSCAPE:	33,079 SF (LS RATIO 28%)
OCCUPANCY:	GROUP B
STORIES:	UP TO 2 STORIES ABOVE GRADE
CONSTRUCTION TYPE:	V-B
NON-SPRINKLERED	
RIDGELINE HEIGHT:	33'-0"
AERIAL ACCESS:	N/A
RESIDENTIAL PROPERTY:	222,177 SF (5.10 ACRES)
TOWNHOMES:	TOTAL 70 UNITS (50,405 SF)
CLUB HOUSE	1 UNIT
3 BEDROOM	62 UNITS
1 BEDROOM	7 UNITS
OCCUPANCY:	IRC CODE
STORIES:	3 STORIES ABOVE GRADE
CONSTRUCTION TYPE:	V-B
NON-SPRINKLERED	
RIDGEGELINE HEIGHT:	37'-5"
EAVE HEIGHT:	29'-10 ½"
AERIAL ACCESS:	N/A
HARDSCAPE:	76,670 SF
LANDSCAPE:	95,102 SF (LS RATIO 43%)
LAGOON DRIVE:	96,112 SF (2.21 ACRES)
HARDSCAPE:	77,075 SF
LANDSCAPE:	19,037 SF (LS RATIO 20%)



N

50 0 50 100 150

Scale: 1" = 50'

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thomas.hunt@hunt-engineering.com

Hess Farms Subdivision

NORTH 1/2, SEC. 13, T5N, R1W, SLB&M
FARMINGTON, DAVIS COUNTY, UTAH

Fire Site Plan

Revisions	Date

ENGINEERS STAMP

PROFESSIONAL ENGINEER
185488
THOMAS J. HUNT
STATE OF UTAH

PROJECT INFO.

Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 5/2/2022
Name: Hess Farms

FD-1



PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 5/2/2012
Name: Hess Farms

ENGINEERS STAMP
STATE OF UTAH
PROFESSIONAL ENGINEER
THOMAS L. HUNT

Revisions
Date

Landscape Concept

Hess Farms Subdivision

NORTH 1/2, SEC 13, T3N, R1W, SLB&M
FARMINGTON, DAVIS COUNTY, UTAH

HUNT ENGINEERING, LLC
HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com





HESS FARMS TOWNHOMES & COMMERCIAL

FARMINGTON, UT

NOVEMBER 8, 2022

SHEET INDEX

1 5-PLEX ELEVATIONS
2 5-PLEX ELEVATIONS
3 5-PLEX ELEVATION
4 COMMERCIAL ELEVATIONS

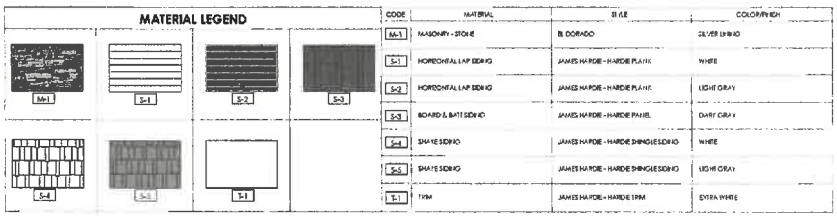
EAG
ENVISION ARCHITECTURAL GROUP











CODE	MATERIAL	STYLE	COLOR/FINISH
M-1	MASONRY - STONE	EL DORADO	SILVER SHRIKE
S-1	HORIZONTAL LAP SIDING	JAMES HARDIE - HARDIE PLANK	WHITE
S-2	HORIZONTAL LAP SIDING	JAMES HARDIE - HARDIE PLANK	LIGHT GRAY
S-3	BOARD & BATT SIDING	JAMES HARDIE - HARDIE PANEL	DARK GRAY
S-4	SHAKE SIDING	JAMES HARDIE - HARDIE SHINGLE SIDING	WHITE
S-5	SHAKE SIDING	JAMES HARDIE - HARDIE SHINGLE SIDING	LIGHT GRAY
T-1	TRIM	JAMES HARDIE - HARDIE TRIM	EXTRA WHITE

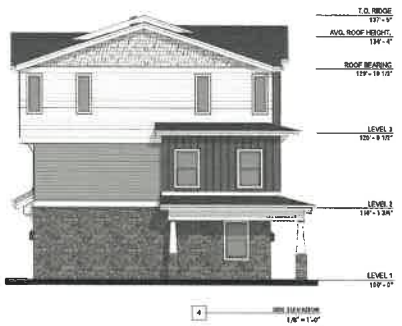
HESS FARMS TOWNHOMES & COMMERCIAL

6-PLEX A ELEVATIONS | 1

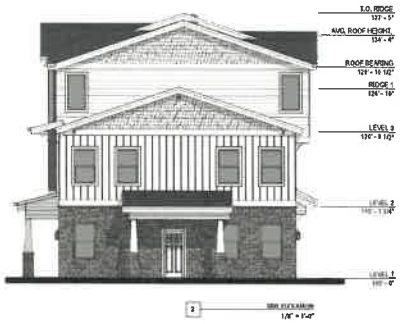
FARMINGTON, UT

NOVEMBER 8, 2022

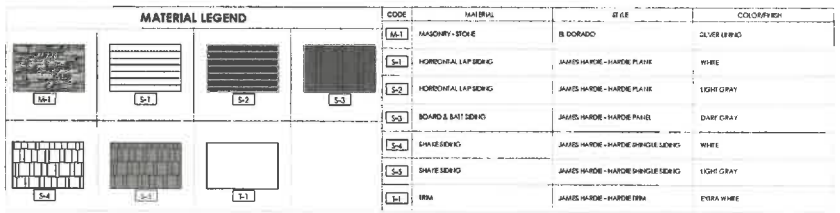
EAG
ENVISION ARCHITECTURAL GROUP











CODE	MATERIAL	STYLE	COLOR/FINISH
M-1	MASONRY - STONE	EL DORADO	SILVER LINING
S-1	HORIZONTAL LAP SIDING	JAMES HARDIE - HARDIE PLANK	WHITE
S-2	HORIZONTAL LAP SIDING	JAMES HARDIE - HARDIE PLANK	LIGHT GRAY
S-3	BOARD & BATT SIDING	JAMES HARDIE - HARDIE PANEL	DARK GRAY
S-4	SHAKE SIDING	JAMES HARDIE - HARDIE SHINGLE SIDING	WHITE
S-5	SHAKE SIDING	JAMES HARDIE - HARDIE SHINGLE SIDING	LIGHT GRAY
T-1	TRIM	JAMES HARDIE - HARDIE TRIM	EXTRA WHITE

HESS FARMS TOWNHOMES & COMMERCIAL

6-PLEX B ELEVATIONS | 2

FARMINGTON, UT

NOVEMBER 8, 2022

ENVISION ARCHITECTURAL GROUP

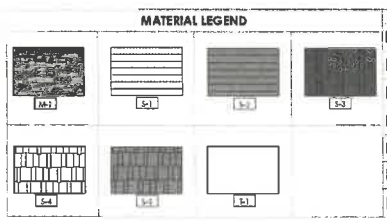








MATERIAL LEGEND



CODE	MATERIAL	STYLE	COLOR/FINISH
M-1	MASONRY - STONE	EL DORADO	SILVER LINING
S-1	HORIZONTAL LAP SIDING	JAMES HARDIE - HARDIE PLANK	WHITE
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S-5	SHAKE SIDING	JAMES HARDIE - HARDIE SHINGLE SIDING	LIGHT GRAY
T-1	TRIM	JAMES HARDIE - HARDIE TRIM	EXTRA WHITE

HESS FARMS TOWNHOMES & COMMERCIAL

5-PLEX ELEVATIONS | 3

FARMINGTON, UT

NOVEMBER 9, 2022

ENVISION ARCHITECTURAL GROUP



4 SIDE ELEVATION
1/8" = 1'-0"



3 FRONT ELEVATION
1/8" = 1'-0"

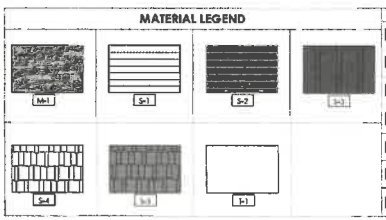


2 SIDE ELEVATION
1/8" = 1'-0"



1 REAR ELEVATION
1/8" = 1'-0"

MATERIAL LEGEND

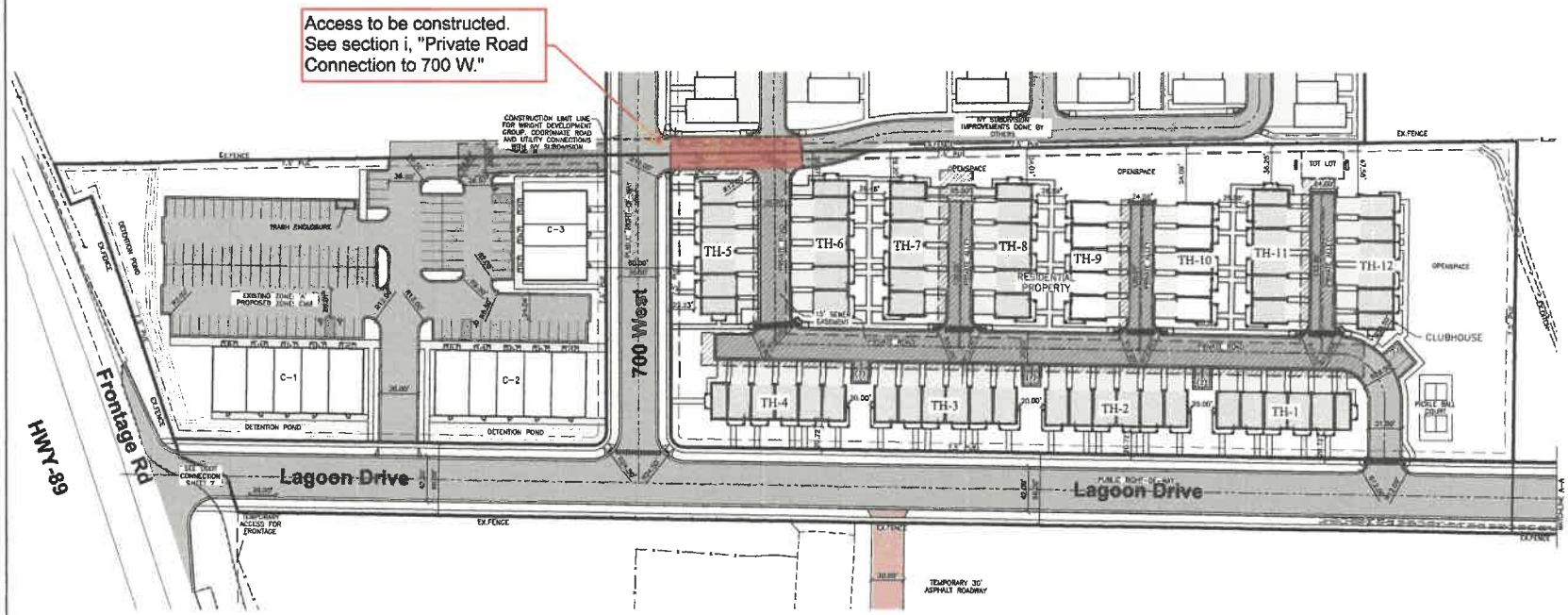


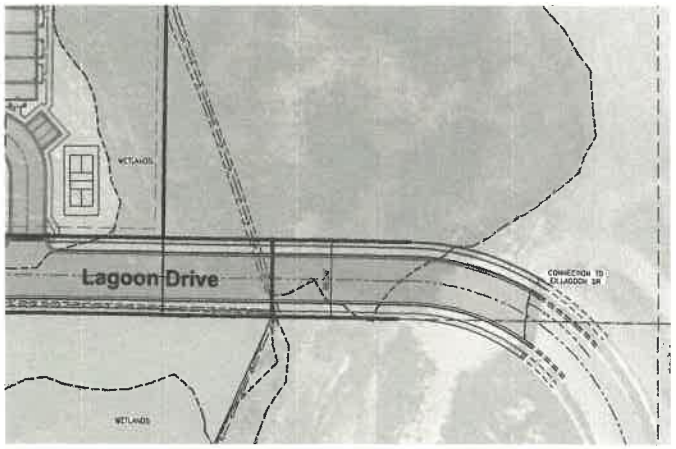
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T-1	TRIM	JAMES HARDIE - HARDIE TRIM	EXTRA WHITE

HESS FARMS TOWNHOMES & COMMERCIAL









NOTES:
1. TOWNHOME SEWER LATERALS ARE 4" PVC WITH A MIN SLOPE OF 2.0%.
2. TOWNHOME WATER LATERALS SHALL BE A 3/4" WATER METER WITH 1" WATER LATERAL.
3. COMMERCIAL WATER LATERALS SHALL BE A 1" WATER METER WITH 1" WATER LATERAL.
4. ALL SECONDARY WATER LINES NEED TO BE INSTALLED PER BENCHLAND WATER DISTRICT STANDARDS AND SPECIFICATIONS.
5. ALL LOW ELEVATIONS NEED TO DRAIN. ALL HIGH ELEVATIONS NEED TO HAVE AIR RELEASE/VACUUM INSTALLED ON SECONDARY WATER MAINLINES.
6. ALL TRANSFORMERS, METERS, AND SIMILAR EQUIPMENT SHALL BE SCREENED.
7. TRASH CANS FOR EACH UNIT WILL BE ROLLED TO PRIVATE ALLEY.
8. ALL TOWNHOMES LOCATED OVER THE EXISTING DITCH MUST USE STRUCTURAL FILL FOR FILL IN THE DITCH

N

50 0 50 100 150
Scale: 1" = 50'

Site Information

LOCATED IN:	FARMINGTON CITY, DAVIS COUNTY
ORIGINAL PROPERTY:	435,600 SF (10.0 ACRES)
CURRENT ZONE:	A - AGRICULTURAL
PROPOSED ZONE:	CMU - COMMERCIAL MIXED USE
COMMERCIAL PROPERTY	117,334 SF (2.69 ACRES)
BUILDINGS:	21,000 SF - 17.9%
HARDSCAPE:	52,907 SF - 45.1%
LANDSCAPE:	43,427 SF - 37.0%
RESIDENTIAL PROPERTY:	222,177 SF (5.10 ACRES)
TOWNHOMES:	TOTAL 70 UNITS (50,405 SF)
CLUB HOUSE	1 UNIT
3 BEDROOM	62 UNITS
1 BEDROOM	7 UNITS
	13.7 UNITS PER ACRE
BUILDINGS:	50,405 SF - 22.7%
HARDSCAPE:	76,870 SF - 34.5%
LANDSCAPE:	95,102 SF - 42.8%
LAGOON DRIVE:	98,112 SF (2.21 ACRES)
HARDSCAPE:	77,075 SF
LANDSCAPE:	19,037 SF (LS RATIO 20%)

HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

Hess Farms Subdivision

NORTH 1/2, SEC. 15, T3N, R1W, SLB&M
FARMINGTON, DAVIS COUNTY, UTAH

Site Plan

Revisions	Date

ENGINEERS STAMP
THOMAS J. HUNT
01/26/2023
STATE OF UTAH

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 5/2/2022
Name: Hess Farms

SHEET 4 of 10 SHEETS

EXHIBIT C

DEED RESTRICTION

Upon recording return to:

Farmington City Attorney
160 S. Main St.
Farmington, UT 84025

DEED RESTRICTION
Affordable Rental Housing
Hess Farms Development

This DEED RESTRICTION (this "Deed Restriction") is granted as of _____, 2023 by WDG PARK LANE, LLC having a mailing address of 1178 W. Legacy Crossing Blvd., Centerville, UT 84014 ("Grantor"), for the benefit of FARMINGTON CITY, UTAH having a mailing address of 160 S. Main Street, Farmington, Utah 84025 (the "City"), as such Deed Restriction may be amended from time to time.

WITNESSETH:

A. Grantor holds or will acquire legal title to approximately 10 acres of land located at the North end of Lagoon Drive (900 North), and further identified as Parcel Number 08-052-0262 in the Records of the Davis County Recorder's Office (the "Property"), and intends to construct a 69-unit rental housing development, consisting of attached townhomes, at the Property. The Property is described in Exhibit A, attached hereto and incorporated by reference.

B. The Property is part of a project known as Hess Farms (the "Development"). The Property was developed pursuant to an Agreement under Section 10-9a-535(1) of the Utah Code, which permits the development of a certain number of moderate-income housing units as a condition of approval.

C. As a condition to the approval, Grantor has agreed that this Deed Restriction be imposed upon the Property as a covenant running with the land and binding upon any successors to Grantor, as owner thereof.

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

E. The rights and restrictions granted herein to City serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income.

F. On _____, 2023 Grantor entered into a Development Agreement with City regarding the construction of the Development.

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

1. **Recitals Incorporated by Reference.** The foregoing recitals are incorporated by reference herein and made a part hereof.

2. **Definitions.** The following terms are defined for purposes of this Deed Restriction:

   (a) "Affordable" means housing for which the combined rent and tenant-paid utility costs are equal to or less than thirty percent (30%) of the income for those earning eighty percent (80%) than the Area Median Income.

   (b) "Affordable Units" means a percentage of rental units which shall be leased to those meeting the income qualifications provided in Section 5 of this Deed Restriction and are affordable to those income-qualified tenants.

   (c) "Area Median Income" or "AMI" means a number calculated annually by the United States Department of Housing and Urban Development (HUD), which is the "middle" number of all of the incomes in the Ogden-Clearfield UT HUD Metro FMR Area, with 50% of individuals in that Area making more than that amount, and 50% making less than that amount. The AMI shall be rounded to the nearest tenth (for example, if the calculated AMI is 64% it shall be rounded down to 60%; if the calculated AMI is 65%, it shall be rounded up to 70%).

   (d) "City" shall mean Farmington City, a political subdivision of the State of Utah.

   (e) "Household" means all related and unrelated individuals occupying a Unit as a Tenant.

   (f) "HUD" means the United States Department of Housing and Urban Development.

   (g) "Notice" means correspondence complying with the provisions of Section 9(b) of this Deed Restriction.

   (h) "Reasonable Effort" means good faith efforts to advertise a Unit for rent through appropriate local means complying with the provisions of Section 6 of this Deed Restriction, including the following, at a minimum:

      1. Posting an advertisement online;

      2. Notifying the Davis County Housing Authority via e-mail; and

3. Posting a notice of vacancy on the premises.

(i) "Tenant" means an occupant of a Unit other than an owner or operator.

3. Affordable Units

(a) Grantor agrees to set aside seven (7) units as Affordable Units within the Project.

(b) Grantor is not required to identify specific physical units as "affordable units" on any designs or plans. Rather, Grantor is only obligated to rent the specified percentage of units as Affordable Units at any given time, for the duration of this Deed Restriction.

4. Affordability and Occupancy Requirement.

(a) This Deed Restriction shall remain in effect from the date this Deed Restriction is recorded in the Davis County Recorder's Office and continuing for a period of thirty (30) years thereafter (the "Affordability Period") unless earlier terminated in accordance with Section (9)(h) hereof.

(b) During the Affordability Period, the rents charged by Grantor for each Affordable Unit shall remain Affordable and shall be rented to an individual or household whose gross annual household income at the time tenancy was established did not exceed eighty percent (80%) of AMI, adjusted for Household size, as established from time to time by HUD.

(c) Adjustments for Household size are as follows, and consistent with the AMI for Davis County:

1. Studio units: Use the income limit for a one-person household.
2. One-bedroom unit: use the income limit for a two-person household
3. Two-bedroom unit: use the income limit for a three-person household
4. Three-bedroom unit: use the income limit for a four-person household

(d) The permitted rental amount includes the following:

1. Use and occupancy of the Unit and the associated land and facilities;
2. Any separately charged fees and service charges assessed by Grantor, which are required by all Tenants, but is not to include security deposits or application fees;
3. Utilities to include garbage collection, sewer, water, electricity, gas and other heating, cooking, refrigeration fuels, but not to include telephone service, cable television, pet deposits, pet fees, parking fees, or high-speed internet access. If a unit Tenant pays all or some of the utilities, then a "utility allowance" shall be determined as the average amount paid per month for those utilities, and the rent shall be reduced by the amount of the "utility allowance."

4. Possessory interest taxes or other fees and charges assessed for use of the associated land and facilities by a public or private entity other than Grantor.

(e) Except as provided in Section 4(a), the Property shall remain Affordable during the Affordability Period.

(f) This Deed Restriction's compliance with the affordability requirements shall be monitored and enforced by the City.

5. Income Qualifications.

(a) The Affordable Units shall at all times be occupied by Households, adjusted for Household size, earning an average of 80% AMI.

(b) Income qualification shall adhere to the following process:

1. Determine the number of adults and children (all Household members) to occupy the available unit.
2. Collect either 1040 Federal Tax Returns for the most recent year or current pay stub and/or projected income for all Household members generating income.
3. Add together the adjusted gross income for all Household members to determine the total Household income.
4. Review HUD publications to determine whether total Household income is less than the income of a Household of the same size earning 80% AMI.

6. Advertisement.

(a) At the time of initial occupancy, Grantor shall use Reasonable Efforts to advertise for qualified Tenants for a period of not less than thirty (30) days and shall thereafter fill the Affordable Units with income qualified applicants. Upon the occurrence of a vacancy in an Affordable Unit, Grantor shall review its wait list of qualified applicants (and may advertise for qualified Tenants if necessary to obtain a qualified Tenant).

(b) If no income qualified applicants have applied for the unit within the advertisement period, then Grantor may rent the unit to a non-income qualified Tenant for a period of one-year. If Grantor exercises this option, then upon the next vacancy in the category (studio, 1-bedroom, etc), Grantor shall engage in the advertisement period for that unit to seek an income-qualified applicant.

(c) The rental of an Affordable Unit to a Tenant who is not income qualified does not limit the applicability of this Deed Restriction in any way with respect to such Tenant's use, occupancy and subsequent lease of the Affordable Unit.

7. Enforcement.

(a) The rights hereby granted shall include the right of the City to enforce this Deed Restriction independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief against any violations including without limitation relief requiring restoration of the Property to its condition prior to any such violation (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the City. Notwithstanding the foregoing, the City may not enforce this Deed Restriction by: (i) voiding a conveyance by Grantor; (ii) terminating Grantor's interest in the Property; or (iii) subjecting Grantor to contractual liability from Tenants, such as damages, specific performance or injunctive relief.

(b) Grantor shall keep accurate and complete records of all Tenants. Grantor shall provide to the City a quarterly rent roll showing each Affordable Unit occupied, the name of the Tenant or Tenants, rent charged, Household gross income, and the term of the lease. The City shall have the right to audit Grantor's files annually upon ten (10) days' advance written Notice.

(c) Grantor for itself and Grantor's successors and assigns, hereby grants to the City the right to enter upon the Property for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Property, which the City may determine to be necessary or appropriate pursuant to court order, or with the consent of Grantor to prevent, remedy or abate any violation of this Deed Restriction.

(d) The City may delegate the responsibility of monitoring Grantor for compliance with this Deed Restriction to any not-for-profit or government organization. In no case shall this delegation result in additional fees or financial responsibilities of Grantor. Grantor agrees to cooperate with any delegate of the City to the same extent as required under this Deed Restriction.

8. **Covenants to Run with the Property.**

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

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

(c) This Deed Restriction shall be deemed to be a requirement for the development of a certain number of moderate-income housing units as a condition of approval of a land use application, pursuant to a written agreement, as provided in Utah Code Ann. § 10-9a-535(1).

(d) Grantor acknowledges, declares and covenants on behalf of Grantor and Grantor's successors and assigns (i) that this Deed Restriction shall be and are covenants

running with the land, encumbering the Property for the Affordability Period, and are binding upon Grantor's successors in title and assigns, (ii) are not merely personal covenants of Grantor, and (iii) shall bind Grantor, and Grantor's successors and assigns, and inure to the benefit of and be enforceable by the City and its successors and assigns, for the Affordability Period.

9. **Miscellaneous Provisions.**

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

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

Grantor:

Attn: Spencer Wright
WDG Park Lane, LLC
1178 W. Legacy Crossing Blvd.
Centerville, UT 84014

City:

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

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

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

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

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

(g) Binding Successors. This Deed Restriction shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns; provided, that Grantor may not assign this Deed Restriction or any of its obligations hereunder without the prior written approval of City pursuant to the terms of this Deed Restriction.

(h) Termination. This Deed Restriction may be terminated by the written, mutual consent of both Grantor and the City of Farmington, which authorization must be rendered by the City Council. If this Deed Restriction is terminated as provided in this Section 9(h), the then-owner of the Property, or a portion thereof, or City may record a notice of such termination with the Davis County Recorder without the other party's consent and acknowledgement.

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

(j) Independent Counsel. GRANTOR ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

[signatures appear on next page]

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

GRANTOR:

_____

WDG Park Lane, LLC

By: _____

Title: _____

STATE OF UTAH

ss:

COUNTY OF DAVIS

In _____ County on this ____ day of _____, 2023, before me personally appeared _____, the_____ of _____, to me known, and known by me to be the party executing the foregoing instrument and he/she acknowledged said instrument, by him/her executed to be his/her free act and deed, in said capacity, and the free act and deed of _____.

_____

Notary Public

Printed Name: _____

My Commission Expires: _____

The terms of this Deed Restriction are acknowledged by:

CITY:

By: _____

Name: _____

Title: _____

STATE OF UTAH

ss:

COUNTY OF DAVIS

In Davis County on this _____ day of _____, 2023, before me personally appeared Brett Anderson , the Mayor of the Farmington City, to me known, and known by me to be the party executing the foregoing instrument, and he/she acknowledged said instrument, by him/her executed to be his/her free act and deed, in said capacity, and the free act and deed of Farmington City.

_____

Notary Public

Printed Name: _____

My Commission Expires: _____

Exhibit A

Property Description

BEG AT A PT ON THE E R/W LINE OF THE E FRONTAGE ROAD SD PT ALSO THE SAME POB AS CONT IN THAT CERTAIN BNDRY LINE AGMT RECORDED 06/24/2019 AS ENTRY NO. 3168113 IN BK 7290 AT PAGES 1284-1293, BEING S 89^52'45" W ALG THE 1/4 SEC LINE 696.296 FT & N 306.014 FT FR THE CENTER OF SEC 13-T3N-R1W, SLB&M; & RUN TH ALG SD E R/W LINE THE FOLLOWING FIVE (5) COURSES & ALG SD BNDRY LINE AGMT THE FOLLOWING TWELVE (12) COURSES: N 17^29'15" W 34.201 FT; TH N 68^05'24" W 46.98 FT; TH N 18^42'27" W 254.22 FT; TH S 67^50'41" W 20.91 FT; TH N 22^16'23" W 40.35 FT TO AN EXIST FENCE LINE: TH STILL ALG SD BNDRY LINE AGMT & AN EXIST FENCE LINE N 89^01'29" E 84.14 FT; TH N 88^07'28" E 79.917 FT; TH N 89^09'21" E 337.547 FT; TH N 89^07'31" E 284.95 FT; TH N 88^45'34" E 267.389 FT; TH N 89^31'30" E 164.276 FT TO THE SW COR OF NORTH MAIN STREET CHURCH SUB RECORDED 07/02/2009 AS ENTRY NO. 2464628 IN BK 4810 AT PG 426; TH N 88^47'01" E ALG THE S OF SD SUB 141.48 FT; TH S 00^52'45" W 362.13 FT TO THE S LINE OF THAT COMMON LINE AS DESC IN SD BNDRY LINE AGMT; TH N 89^07'15" W ALG SD BNDRY LINE AGMT 1184.00 FT TO THE POB. THE NAD83 ROTATION IS 0^21'15" CLOCKWISE.

CONT. 9.99029 ACRES.

FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Lyle Gibson, Assistant Community Development Director

Date: January 3, 2023

SUBJECT: **Hess Farms Subdivision: Rezone from A to CMU, Development Agreement, and Schematic Subdivision Plan approval.**

RECOMMENDED MOTION

Motion to approve the Rezone, Development Agreement, and Schematic Subdivision Plan with the following conditions:

a) The development agreement be amended to include a provision which requires a deed restriction on the moderate-income housing units to ensure they are available to contribute towards moderate income housing stock.
   Section 7 of the development agreement may be amended with the following language and the attached deed restriction shall be included with the agreement as "Exhibit C":

   7. Moderate Income Housing. The Developer agrees that seven (7) of the residential units shall be set aside as deed-restricted affordable housing for low to moderate income households. This Agreement is a "written agreement regarding the number of moderate- income housing units" as contemplated under Utah Code Ann. § 10-9a-535(1)(a). This section survives termination under Subsection 20(b) of this Agreement, unless specifically terminated in writing. The Parties agree to have the Deed Restriction, which is attached to this Agreement as "Exhibit C" and incorporated by reference, recorded against the property and to run with the land, upon plat recordation.

b) The type of moderate-income housing units which are restricted shall be split as follows: five 1-bedroom units and two 3-bedroom units. "Exhibit C" shall be updated to the satisfaction of the city attorney to include this provision.

Findings for Approval:

1. The requested zoning follows the applicable General Plan Designation.
2. The schematic subdivision plan with the assurances of the provided development agreement create a development that is consistent with the East Park Lane small area plan and the requested CMU zoning district.

3. While the project does include units intended to offer housing for moderate income households, the included condition assures compliance with FCC 11-19-035.

BACKGROUND

Hess Farms Subdivision is located at approximately 900 N Highway 89 on Parcel 08-052-0262. The 10 acre parcel is zoned A (Agricultural), but the General Plan designates it as CMU (Commercial Mixed Use). The entire parcel is part of the East Park Lane Small Area Master Plan (included with this report) which was approved by the City Council on April 17, 2018. Prior to the approval of the Master Plan, the General Plan was amended to its current designation on July 7, 2004. In the same year, on December 1, 2004, the City Council approved the creation of the Commercial Mixed Use zone. As specified in that text, all development must be considered as a planned unit development (PUD) or planned center development.

Since the East Park Lane Small Area Master Plans approval, several mixed use developments have been recorded or approved:

East Park Lane Phase II [and III] Rezone and Schematic Plan (Z-10-18 and S-26-18)	o East side of Lagoon Dr rezoned to R o West side of Lagoon Dr rezoned to CMU o Land adjacent to SR 106 remains LR o Arrange a TDR to transfer residential density from the west to the east o Schematic Plan Approved	PC CC	Rec. 1/10/19 Approved 2/5/19
East Park Lane Phase II Subdivision (S-26-18)	o Preliminary Plat Approved for 2 lots W of Lagoon Dr o Final Plat Approved for 2 lots W of Lagoon Dr	PC PC	4/18/19 2/20/20
The Rose PUD (S-12-20)	o Final Plat for 49 single-family lots approved by the PC	PC	05/06/21

The Hess Farms Subdivision can be compared to these developments as it preserves the west side of the future Lagoon Drive – 700 West connection as commercial, and proposes residential on the east.

The first version of the site plan, tabled by the Planning Commission on March 17, 2022 showed a commercial building that did not meet the standards of the CMU zone. The plan did not meet the required build to range (RBR) and the front yard off-street parking standards in section 11-19-080 B. 2. At that time, the development did not comply with the flat roof prohibition in Chapter 19 and was tabled to address those concerns.

Another version shared with the commission at the June 9, 2022 meeting showed no site plan on the commercial property, but the applicant did update the elevation drawings to show pitched roof architecture for the townhomes. The June version showed another change as the applicant worked with The Ivy PUD, directly north, to coordinate entrances off 700 West. Despite some positive changes to the

plan, the Planning Commission tabled the item again in June asking that the applicant come back showing a commercial concept that would work under the existing zoning district.

The current proposal shows a commercial concept in response to the Planning Commission's request. Furthermore, consistent with other nearby projects, staff worked with the applicant on a development agreement to solidify the commitment to certain elements of the project including the commercial use on the west side of 700 West Street along with other important components dealing with access and utility services in the area. In addition, having been able to further consider how the moderate-income housing requirement may be addressed, the applicant has modified their plans to include 1-bedroom units on the endcap of some of the townhomes in order to provide housing on site to fulfill the requirement. It is worth noting that as proposed in the included development agreement, these units would not be deed restricted.

The Planning Commission voted in favor of the project during the 12/8/2022 meeting but conditioned the recommendation upon including a deed restriction on a mix of unit types to meet the affordable housing requirement.

11-19-035: MODERATE INCOME HOUSING:

A. Minimum Requirement: Developers must provide or set aside dwelling units equal in number to at least ten percent (10%) of the total number of dwelling units approved for the development for moderate income housing subject to entering into an agreement with the City; unless, at the sole discretion of, and by agreement with the City, the developer provides:

1. Open space;
2. A fee in lieu thereof determined in consideration of factors set forth in Section 11-28-270 of this Title;
3. Some other public benefit; or
4. A combination of 1, 2, and 3 above.

B. Exemption: Subdivisions resulting in two (2) or fewer additional dwelling are exempt from the minimum moderate-income housing requirements of this Section.

C. Additional Dwelling Units: The City may approve additional dwelling units than what is conventionally allowed in the underlying zone as an incentive to a developer to provide moderate income housing.

In total the project includes 62 three-bedroom townhome units and 7 single bedroom units. This is a total of 69 units on 5.1 acres of property for a density of 13.5 units per acre. This is within the 14 units per acre allowed in the requested CMU zoning district.

The residential project would complete the connection of the north part of Lagoon Drive to the highway 89 frontage road and provides for a completion of the connection of 700 West Street to Lagoon Drive. Apart from 700 West and Lagoon Drive, the development would be served by private streets and homes are platted on individual lots for the option of owner occupancy.

Another 2.69 acres is being set aside for commercial use. A concept has been provided as part of the Development Agreement for 2 story offices.

SUPPLEMENTAL INFORMATION

1. Vicinity Map
2. East Park Lane Small Area Plan
3. Development Agreement
4. Subdivision Plat
5. Schematic landscape plan
6. Building Elevations
7. Moderate Income Housing Deed Restriction (Exhibit C)

Respectfully Submitted

Lyle Gibson
Assistant Community Development Director

Concur

Brigham Mellor
City Manager

Planning Commission Staff Report
May 18, 2023

Item 5: Zone Text Amendments - Accessory Buildings/Garages in Side Corner Yards in the OTR Zone (11-17-050 A. and D. 1)

Public Hearing:	No
Application No.:	ZT-8-23
Applicant:	Farmington City

Request: *Recommend the proposed text amendments to the City Council to clearly allow garages in side-corner yards, but not required side corner yards, in the OTR zone.*

Background Information

The Planning Commission held a public hearing and considered this item at its May 4, 2023 meeting, but tabled action to allow time for staff to show how many side-corner yards in the OTR maybe affected by the proposed text amendment. The attached table shows that 89 residential "corners" exist in the OTR zone which include, among other categories, 22 side corner yards greater than 35 feet in width and another 22 such yards 25' to 35' in width. In other words, close to 49.4% of all residential lots may be impacted by this ordinance. Remarkably, about 29% of all residential side corner yards are under 20' feet in width, and many of these significantly so.

Background Information Presented at the 5/4/23 Planning Commission meeting:

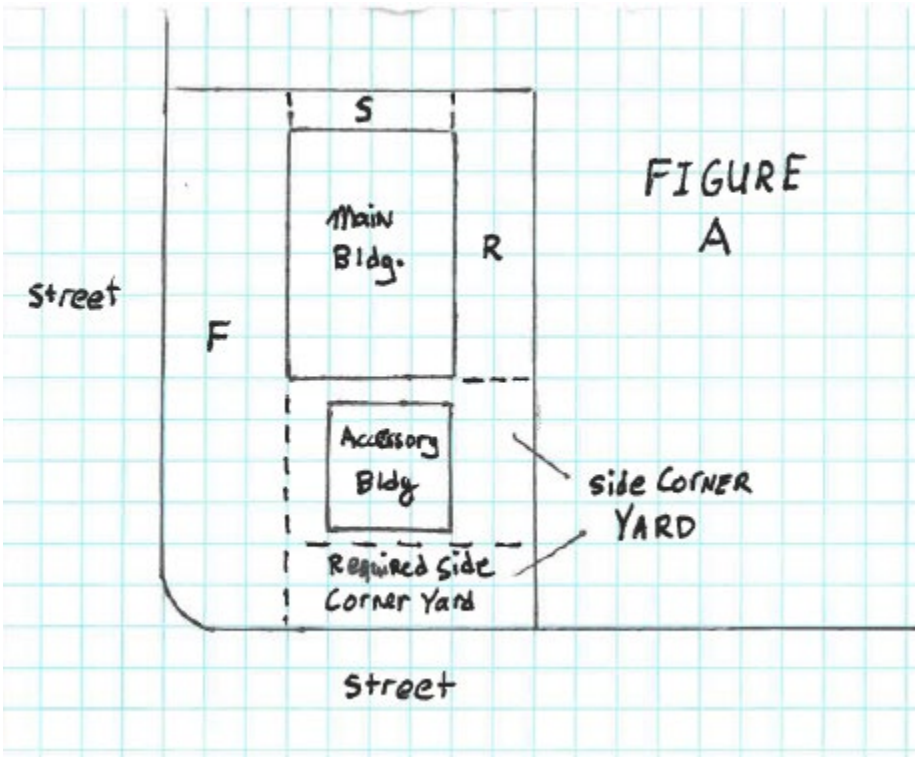
With regard to corner lots, Section 11-2-020 of the Zoning Ordinance defines a "Side Corner Yard" and a "Required Side Corner Yard" as follows:

> YARD, SIDE CORNER: Any yard between the other front lot line that is not used to designate the front of the main building and the setback of a main building and extending between the rear lot line and the front setback parallel to the street.
>
> > [Note: a "Front Yard" is "Any yard between the front lot line and the front setback line of a main building and for inside lots extending between side lot lines, or for side corner lots extending between a side lot line and the other front lot line that is not used to designate the front of the structure, parallel to the frontage of the lot. . .."]
>
> YARD, REQUIRED SIDE CORNER: Any yard between the other front lot line that is not used to designate the front of the main building and the minimum side corner setback of a main building

required in a particular zone extending between the rear lot line and the front yard parallel to the street.

In other words, even though the width of a "required side corner yard" in the OTR zone is 20 feet, a "side corner yard" width may be much larger depending on the location of the main building on the lot. Section 11-17-050 A. allows one to construct an accessory building in the OTR zone, which includes garages, in the "side corner yard" but not the "required side corner yard". See *italicized*/***bold*** phrase at the end of the paragraph below:

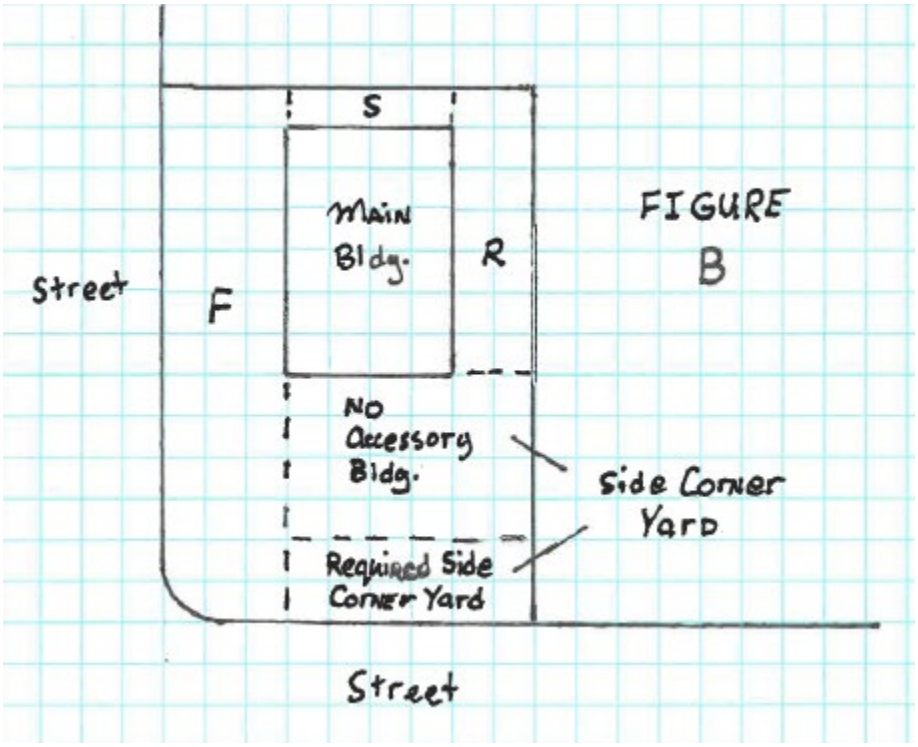
A. Location: Accessory buildings, except for those listed in subsection B of this section, may be located within one foot (1') of the side or rear property line, provided they are at least six feet (6') to the rear of the dwelling, do not encroach on any recorded easements, occupy not more than twenty five percent (25%) of the rear yard, are located at least fifteen feet (15') from any dwelling on an adjacent lot, and accessory buildings shall, without exception, be subordinate in height and area to the main building ***and shall not encroach into the*** front yard and ***required side corner yard***. [See Figure A below]



Meanwhile, except for side and rear yards, subparagraph D.1. of the same section prevents one from building a garage, or "similarly related accessory building", in the front yard "or any other yard," which includes side corner and required side corner yards:

D. Garages: All garages and any similarly related accessory buildings, whether attached or detached, shall be considered for approval as follows:

1. Under no circumstance shall any garage encroach into the front yard or any other yard, except side yards and the rear yard, of the building lot; [See Figure B below]



Suggested Motion

Move that the Planning Commission recommend that the City Council amend Section 11-17-050 D.1. of the Zoning Ordnance as follows:

D. Garages: All garages and any similarly related accessory buildings, whether attached or detached, shall be considered for approval as follows:

~~1. Under no circumstance shall any garage encroach into the front yard or any other yard, except side yards and the rear yard, of the building lot;~~

1. A garage may encroach into a side yard, rear yard, or side corner yard of a building lot, but under no circumstance shall a garage encroach into a front yard, or required side corner yard, or any other yard located between the street and any front plane of the main building.

Findings:

1. The zone text amendment will result in consistent application of garage and accessory building location standards in side corner yard and required side corner yards in the OTR zone.

2. Property owners with overly sized side corner yards in the OTR zone will enjoy greater use of their property. Realistically, 22 (or 24.7%) of all residential side corner yards in the OTR zone are over 35 feet in width and able to accommodate an accessory building without the structure encroaching into the required side corner yard, and up to another 24.7% (side corner yards between 25' and 35 feet in width) maybe able to accommodate a small accessory building.
3. One may already and expand and existing main building for all residential uses into side corner yards, but not required side corner yards; However, this may be an impractical use of land for some due to specific existing floor layouts, architectural integrity of the principle dwelling, cost, and some may want just more storage area—not additional living space. And for some, such expansions may compromise the structure's eligibility status for the National Register of Historic Buildings.

Supplementary Information

1. Summary of Side Corner Yard Widths in the OTR zone, May 2023

OTR Side Coner Yard Summary
May_2023

Residential Type	Width in Feet	% of Total
Under 20'	26	29.2%
20 to 25'	19	21.3%
25 to 35'	22	24.7%
35' +	22	24.7%
Total	89	100.0%
Other	9	
total	98	

OTR Side Corner Lots Greater Than 35 feet in Width
May_2023

	Contributing Property National Register			Side Corner Yard Width In Feet
1		100 East	278 N	39.7
2	Y	100 East	386 N	41
3	Y	100 East	79 S	61
4		100 South	188 E	43.4 to 61
5		100 West	89 N	45
6		200 East	477 N	68
7		200 East	90 N	40.6
8		200 East	480 N	34 to 51
9		200 North	22 E	39.5
10		300 East	174 S	53.8
11		300 East	185 S	75
12	Y	400 North	188 E	37
13		500 North	15 E	36
14		500 North	115 E	55
15		Grove Creek Cir.	19 W	26 to 47
16		Grove Creek Cir.	26 W	31.9 to 41
17	Y	Main St.	488 N	50
18	Y	Main St.	331 N	128
19		Main St.	547 N	25 to 58
20		Mayfield Lane	15 W	37.4
21	Y	State St.	108 W	52
22		State St.	183 E	75

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the City Council of the City of Farmington will hold a regular meeting on **Tuesday, May 16, 2023** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 5:00 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 at www.farmington.utah.gov. If you wish to email a comment for any of the listed public hearings, you may do so at dcarlile@farmington.utah.gov

WORK SESSION – 5:00 p.m.

- Budget presentations and deliberation
- Discussion of regular session items upon request

Motion to recess into regular City Council Meeting (if needed)

REGULAR SESSION – 7:00 p.m.

CALL TO ORDER:

- Invocation – Amy Shumway, Councilmember
- Pledge of Allegiance – Melissa Layton, Councilmember

PRESENTATION:

- Spotlight Abigail Bennet, Farmington High School student
- FY23 Quarter #3 (03/31/23) Financial Report

Minute motion adjourning to the Redevelopment Agency meeting. (See RDA Agenda)

Minute motion to reconvene the City Council Meeting.

PUBLIC HEARINGS:

- Cottrell Hills Planned Unit Development (PUD). Preliminary PUD Master Plan / Enabling Ordinance and Schematic Subdivision Plan
- Second Amendment to Conservation Easement for Hunters Creek Subdivision, Phase 1-3

BUSINESS:

- Property Acquisition and Easement Agreement – Hunters Creek Subdivision (see above Public Hearing)
- Agreement for Police Services at Lagoon Park

SUMMARY ACTION:

- All West Fiber Hut easement for Dominion Energy Easement
- Public Works Surplus Property
- Legacy Event Center Waterline Maintenance Agreement
- UPDATED Polling Location & Vote Centers
- Kirkham Corner Improvements Agreement
- Minutes Approval for May 2, 2023

GOVERNING BODY REPORTS:

- City Manager Report
- Mayor Anderson & City Council Reports

ADJOURN

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 the above notice and agenda were posted at Farmington City Hall, Farmington City Public Works, Farmington Library, the State Public Notice website and the city website www.farmington.utah.gov, on May 11, 2023*

DeAnn Carlile, City Recorder