

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to discuss the form based code and the financial quarterly report. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, March 5, 2013, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

CALL TO ORDER:

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

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:

7:05 Introduction of new Youth City Council members/Administration of Oath of Office

7:20 Recognition of Dillon Jones for Life Saving Service

PRESENTATION OF PETITIONS AND REQUESTS:

7:25 Presentation by CPT Earl Simmons regarding the Community Covenant Program

7:35 Land Trade Agreement between CenterCal and Farmington City for Portion of Future Park Lane

7:45 Proposed Spring Creek Estates Open Space Conservation Easement

7:50 Sales Tax Audit with Econowest for Station Park

SUMMARY ACTION:

8:00 Minute Motion Approving Summary Action List

1. Approval of Minutes from February 12, 2013 and February 19, 2013
2. Eastwood Cove Subdivision Memorandum of Understanding
3. UTA Agreement for Lagoon Shuttle
4. Service Agreement with iWORQ Systems

GOVERNING BODY REPORTS:

8:05 City Manager Report

1. Upcoming Agenda Items
2. Notice of Violation Letter

8:10 Mayor Harbertson & City Council Reports

ADJOURN

CLOSED SESSION

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

DATED this 28th day of February, 2013.

FARMINGTON CITY CORPORATION

By: Holly Gadd
Holly Gadd, City Recorder

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

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

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2013

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

It is requested that Council Member Cory Ritz give the invocation/opening comments to the meeting and it is requested that Council Member Cindy Roybal lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2013

S U B J E C T: Introduction of new Youth City Council members/Administration of Oath of Office

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Mayor Scott Harbertson will introduce and perform the administration of Oath of Office for the attached list of Youth City Council members.

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

FARMINGTON YOUTH CITY COUNCIL 2013-2014

Mayor: Sydney Pace
Director of Youth Citizenship: Lizzy Welch
Chair Of Publicity: Austin Lemon
Director of Volunteerism: Katherine Smith
Historian: CamI Paget
Secretary: Haley VanOverbeck
Treasurer: Daniel Montgomery
Parliamentarians: Abby Mattinson
Sergeant Of Arms: Sara Harper

Returning Council Members:

Jarom Barnes
Elizabeth Barnett
Sadie Caldwell
Carmen Ferrin
Emily Madsen
Shelby Morrow
Steven Swanson
Kayla Weddington

New Council Members:

Amanda Buxton
Jill Hess
Mallory Hogge
Liza Hogge
Bransen Nelson
Emmeleas Paget
Blake Riley

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2013

S U B J E C T: Recognition of Dillon Jones for Life Saving Service

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Fire Chief, Guido Smith will be making this presentation.

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

FARMINGTON CITY FIRE DEPARTMENT

82 North 100 East
P.O. Box 160
Farmington, Utah 84025
Tel. (801) 451-2842
Fax (801) 451-7865



THE DESIRE TO SERVE THE COURAGE TO ACT THE ABILITY TO PERFORM

February 7, 2013

Dear Dillon,

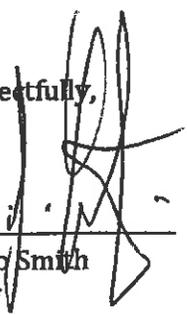
As members of the Farmington City Fire Department, we would like to officially recognize and honor you for the courageous act of assistance you provided. On January 24, 2013 you came upon an elderly woman, Barbara Peel that had fallen on the ice and needed immediate medical assistance. Without hesitation you reported the emergency, rendered aid and comfort to her, as well as shoveled a path in the snow to insure rescuers could reach her easily.

Your actions truly exemplify the core values of the Farmington Fire Department members which are:

- The Desire to Serve
- The Courage to Act
- The Ability to Perform

Due to your assistance, Barbara's life was saved, and over time will make a full recovery. We would like to thank you for your quick thinking and willingness to serve others. The Farmington City Fire Department is grateful for you and the difference you make in our community.

Respectfully,


Guido Smith
Chief


Rich Love
Captain


Gary McCloy
Battalion Chief


Matt Robinson
Engineer


Lance Gardner
Firefighter


Jeremy Everts
Engineer

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2013

S U B J E C T: Presentation by CPT Earl Simmons regarding the Community Covenant Program

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

CPT Earl Simmons will be making this presentation.

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



FARMINGTON CITY COMMUNITY COVENANT

supporting those who serve

WE AS A COMMUNITY RECOGNIZE AND SUPPORT THE EFFORTS OF THOSE SERVING OUR COUNTRY; WE UNDERSTAND AND APPRECIATE THE SACRIFICE OF OUR SERVICE MEMBERS AND THEIR FAMILIES; AND WE ACKNOWLEDGE AND ENLIST OUR INDIVIDUAL AND COLLECTIVE ABILITY TO MAKE A DIFFERENCE IN THEIR DAILY LIVES.

THEREFORE, WE AS A COMMUNITY COMMIT TO LEARNING ABOUT THE UNIQUE NEEDS OF SERVICE MEMBERS AND THEIR FAMILIES IN OUR AREA; WE AGREE TO WORK TOGETHER TO BUILD A NETWORK OF SUPPORT FOR THEM; AND WE ENCOURAGE EACH OTHER TO CONSIDER WAYS TO HELP MITIGATE THE NEGATIVE IMPACTS OF DEPLOYMENTS.



WE LOVE AND SUPPORT OUR SERVICE MEMBERS AND THEIR FAMILIES!

Scott Harbertson
Mayor

John Bilton
City Council

Cory Ritz
City Council

Cindy Roybal
City Council

Jim Talbot
City Council

Jim Young
City Council

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2013

**SUBJECT: Land Trade Agreement between CenterCal and Farmington City for
Portion of Future Park Lane**

ACTION TO BE CONSIDERED:

Authorize the Mayor to execute the attached agreements between CenterCal and Farmington City to trade property for portions of the future right of way for Park Land and for the temporary construction easement.

GENERAL INFORMATION:

See staff report prepared by Dave Millheim.

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



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: February 27, 2013

SUBJECT: **LAND TRADE AGREEMENT BETWEEN CENTERCAL AND FARMINGTON CITY FOR PORTION OF FUTURE PARK LANE**

RECOMMENDATION

Authorize the Mayor to execute the attached agreements between CenterCal and Farmington City to trade property for portions of the future right of way for Park Lane and for the temporary construction easement.

BACKGROUND

The City desired to realign portions of Park Lane. A jurisdictional transfer with UDOT was completed to allow for City ownership and control of the majority of Park Lane. UDOT still maintains control and maintenance of the overpass structures. Additional right of way was purchased from the Evans family. The environmental assessment and federal aid agreements have been completed. Final design documents should be completed in a few weeks time. We are tentatively planning on constructing the new road section later this year. One of the last steps which must be completed before the final design and construction can be finished is all the property must be secured in the City's control. Approval of the attached agreements completes that requirement. Principals and legal counsel for both the City and CenterCal have drafted and are prepared to execute these documents once the City Council approves.

Respectfully Submitted

Dave Millheim
City Manager

AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of March, 2013, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **STATION PARK CENTERCAL, LLC**, a Utah limited liability company, hereinafter referred to as "CenterCal."

RECITALS:

A. The City has acquired jurisdiction and ownership of Park Lane from UDOT and, in the interest of public safety and welfare, desires to realign a portion of Park Lane.

B. CenterCal owns property adjacent to the current Park Lane alignment that would be available for development and other private uses in connection with realignment of a portion of Park Lane (the "Former Road Parcel") and is also the current owner of property over which the City desires to relocate a realigned portion of Park Lane (the "Future Road Parcel"). The Former Road Parcel and the Future Road Parcel (together referred to as the "Road Parcels") are more particularly depicted on Exhibit "A."

C. CenterCal and the City are willing to exchange the Future Road Parcel for the Former Road Parcel to facilitate the realignment of Park Lane, subject to the terms and conditions of this Agreement.

D. The parties desire to enter into this Agreement to facilitate the design, platting, vacation, construction, land exchange and other activities necessary to complete the realignment of Park Lane as set forth herein.

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

1. **Incorporation of Recitals.** The recitals set forth above, "A" through "D," are hereby incorporated by reference as part of this Agreement.

2. **Road Design, Final Legal Descriptions and Platting.** As soon as practicable after the execution of this Agreement, the City agrees to undertake at its sole cost and expense the design of the realigned portions of the Park Lane right of way and road. The redesigned portions of the road shall include all of the following elements: (i) the location and alignment of the realigned Park Lane right-of-way, including the identification of any necessary slope and construction easements and curb cuts for adjacent properties, necessary and sufficient to allow the reconstruction of the proposed public road, intersection, and right-of way improvements generally depicted on Exhibit "A"; (ii) all improvements within the proposed realigned Park Lane right-of-way (including all necessary slope and construction easements) that are necessary to extend Park Lane to a proposed intersection shown on Exhibit "A," (iii) all improvements necessary to construct that intersection, (iv) all improvements necessary to further extend a fully improved road sufficient to reconnect to the southerly portion of the existing Park Lane, also as

depicted on Exhibit "A," and (v) all necessary work to remove all existing road-related improvements and any contaminated soil from the Former Road Parcel and to grade the Former Road Parcel in the immediate vicinity of the transition to the New Road Parcel to create an adequate fill slope for the realigned Park Lane road improvements consistent with the intended development of the surrounding land. The design of the road improvements will minimize the elevation difference between the elevation of the road and the anticipated finished elevation of the surrounding properties to the extent consistent with good engineering practice. The design of the foregoing components shall proceed through typical stages from schematic through construction documents. The preceding design components shall be subject to the reasonable review and right to comment of CenterCal at each design stage, which shall not unreasonably be delayed. The scope of work covered by the design components described above and incorporated into final construction drawings and specifications (the "Final Construction Documents") shall constitute the construction requirement of the City and is hereby referred to as the "Park Lane Project." Upon completion of the design of the Park Lane Project, the legal descriptions for the final Former Road Parcel and Future Road Parcel shall be developed and attached hereto as Exhibit "B." In addition, the City shall develop preliminary and final amended subdivision plats including the realigned Park Lane Project rights-of-way and adjacent private parcels affected by the road realignment and exchange transaction contemplated by this Agreement. Both the legal descriptions and preliminary and final plats covering such affected lands (respectively, the "Preliminary Plat" and the "Final Plat") shall be subject to CenterCal's approval when developed, which approvals shall not be unreasonably withheld or delayed. CenterCal's approvals or the withholding of such approvals shall not be based on issues relating to the design of the road improvements.

3. **Property Exchange.** The City hereby agrees to convey the Former Road Parcel as finally described on Exhibit "B" hereto (and presently estimated to constitute approximately 83,817 square feet) to CenterCal, and CenterCal hereby agrees to convey to the City the Future Road Parcel as finally described on Exhibit "B" hereto (and presently estimated to constitute approximately 89,071 square feet) subject to and in accordance with the terms and conditions of this Agreement. Conveyance of the properties as set forth herein shall be accomplished in a simultaneous exchange transaction by special warranty deeds in a form to be approved by the parties (the "Special Warranty Deeds") in accordance with the provisions of Section 6 below.

4. **Additional Preconditions to the Completion of a Property Exchange.** The City hereby agrees to pursue to completion the actions set forth in this Paragraph 4, which are necessary to be completed prior to the consummation of the exchange of the Road Parcels:

a. The City and CenterCal each shall have conducted such inspections of the respective Road Parcel to be obtained by that party as the party has deemed necessary and any objections with respect to the results of such inspections shall have been satisfied or waived. At closing, the respective Road Parcels shall generally be in the same condition as was approved at the time of the initial inspections and after the completion of any corrective actions;

b. The City and CenterCal each shall have conducted a review of title and exceptions to title of the respective Road Parcel to be acquired by that party as the party

has deemed necessary and any objections with respect to such title reviews shall have been satisfied or waived. Each party shall provide to the other a preliminary title report on the property to be conveyed by it, prepared by the Escrow Agent, within fifteen (15) days from the date of this Agreement. Within ten (10) days of receipt of a preliminary title report, each party shall notify the other in writing of any title objections. The notified party shall thereafter use reasonable efforts to cure the defects to which the notifying party has objected within thirty (30) days of the date of notice. At closing, each respective Road Parcel shall be ready to be conveyed subject only to the lien of current taxes and any matters not objected to in the title review process or matters originally objected to with respect to which the objections have been waived (the "Permitted Exceptions"). The parties hereby agree to create no liens or encumbrances on the properties after the execution of this Agreement and hereby agree to hold the other, and its agents and officers harmless from any and all liens and encumbrances and claims or rights therefrom;

c. The City shall have obtained any other rights or interests from third parties necessary to allow the Park Lane Project to be constructed or to allow any residual parcels shown on the Preliminary or Final Plat to be usable under the City's land use policies;

d. The City shall have obtained final approval of the inclusion of the Park Lane Project on the City's Capital Improvements Plan for 2013-2014 fiscal year. No approvals of any third parties shall be required to proceed with the transactions contemplated by this Agreement;

e. CenterCal and the City shall have executed, acknowledged and delivered into the escrow created below an Easement in the form attached hereto as Exhibit "C" (the "Temporary Construction and Operation Easement"). The Temporary Construction and Operation Easement provides the City and CenterCal, respectively, the rights to use the Future Road Parcel and the Former Road Parcel, respectively, to the extent necessary to construct the Park Lane Project before the completion of the exchange of the Road Parcels under the circumstances described in this Agreement;

f. The City shall have obtained, and provided documentation to CenterCal confirming, available funding to pay for the completion of all improvements and related work that is a part of the Park Lane Project;

g. The City shall have issued to CenterCal a written notice of the City's intent to commence construction of the Park Lane Project in the form attached hereto as Exhibit "D" (the "Notice of Intent").

h. The City shall have commenced construction within thirty (30) days after the Notice of Intent and shall have completed the construction of the Park Lane Project in accordance with the Final Construction Documents.

i. The City shall have pursued and obtained preliminary and final approval by appropriate City officials of the Preliminary Plat, the Final Plat, and the vacation and conveyance of the Former Road Parcel, Each of the foregoing approvals shall have been made effective only upon recordation of the Final Plat and any appeals with respect to such approvals shall have been finally concluded or waived. Further,

5. Expected Timing for Compliance with Conditions; Effect of Failure of Conditions.

a. The conditions to be complied with prior to the establishment of the escrow contemplated by Paragraph 6 include the conditions of Paragraphs 2, and 4 a through 4 f. The parties contemplate that design work sufficient to develop the revised Park Lane road alignment, legal descriptions for the Road Parcels and a draft Preliminary Plat and make the Temporary Construction and Operation Easement contemplated by Paragraph 4 e complete and effective (but not the Final Construction Documents) will be completed in accordance with Paragraph 2, and all approvals of CenterCal under Paragraph 2 will have been obtained, on or before May 1, 2013. The parties will also use reasonable efforts to complete the conditions of Paragraph 4 a through 4 f (including the completion of any required corrective actions) on or before the same date. As soon as practicable after the completion of the requirements of Paragraph 2 (other than the completion of Final Construction Documents, which shall be pursued diligently to completion as soon as practicable) and Paragraphs 4 a through 4 f, the City shall pursue the approvals described in Paragraph 4 i., and shall provide written notice to CenterCal when such approvals are final. Within the thirty-day period after such notice is sent, CenterCal and the City shall make any adjustments to the legal descriptions used for the Special Warranty Deeds and shall submit the Final Subdivision Plat into the escrow contemplated by Paragraph 6. The parties contemplate that all such actions necessary to the creation of the escrow will have been completed on or before May 1, 2013; in the event, however, that the failure of any of the foregoing conditions prevents the creation of the escrow on or before July 15, 2013, this Agreement shall be null and void and of no further force and effect. Further, any approvals with respect to the Preliminary Plat or Final Plat shall also be nullified, and the existing road and parcel configurations shall remain unchanged. Any documents placed in escrow shall be returned to the executing party in the event of such a termination. Except as provided in Paragraph 5 c, this Agreement shall not be terminable by either party after the conditions in Paragraphs 2 and 4 a through 4 f have been complied with.

b. The City shall also use reasonable efforts to attain compliance with conditions in Paragraphs 4 g and 4 h by issuing the Notice of Intent on or before June 1, 2013. In the event that the City fails to comply with the conditions in Paragraphs 4 g on or before June 1, 2013, or fails to commence construction within the time period provided in Paragraph 4 h, or fails to substantially complete construction of the Park Lane Project in accordance with the Final Construction Documents on or before June 1, 2014 (the "Target Completion Date"), then CenterCal either may waive and extend the specific time frames applicable to the condition not complied with or alternatively may exercise the remedies provided in Paragraph 7 below.

6. **Escrow and Recording of Plat, Easements, and Deeds.** The following provisions shall govern the escrow of fully executed Final Plat, the executed and acknowledged Special Warranty Deeds and Temporary Construction and Operation Easement and the delivery and recording of the Temporary Construction and Operation Easement, the Final Plat and those Deeds.

a. **Escrow of Deeds.** On or before May 1, 2013, the parties agree to execute mutually acceptable Special Warranty Deeds, each conveying the property respectively described in Paragraph 3 and Exhibits A and B as set forth therein. The deeds shall convey the property free and clear of any encumbrances except the Permitted Exceptions. The deeds shall be placed in escrow with Backman Title Company (the "Escrow Agent") and shall be recorded upon the latter to occur of the completion of the construction of the re-aligned Park Lane and the opening of the road for use by the general public.

b. **Easement Conveyance.** At the same time of the execution and delivery of the Special Warranty Deeds, the parties shall execute and deliver to the Escrow Agent for immediate recording the Temporary Construction and Operation Easement in substantially the same form as set forth in Exhibit "C," attached hereto and incorporated by reference.

c. **Escrow Fees and Other Costs.** The costs of any acquired title insurance on the parcels to be exchanged shall be borne by the party acquiring the Policy. The general property taxes for the year 2014 for the parcel to be conveyed by CenterCal to the City shall be prorated as of the recording of the Special Warranty Deed. The City shall be responsible to pay the recording costs for the Special Warranty Deeds conveying the properties and for all other escrow fees and costs of the Escrow Agent.

d. **Escrow Agent Obligations.** The Escrow Agent is instructed as follows:

i. Prepare closing statements for execution by the City and CenterCal in accordance with the terms of this Agreement.

ii. Collect any funds to be received from the parties at closing and disburse and pay the same to the appropriate parties in accordance with the terms of this Agreement and as approved on the closing statements.

iii. Collect various instruments, documents and information to be provided by the parties as set forth herein; record documents where necessary in proper sequence and deliver the same to the respective parties as required to close this transaction in accordance with the terms of this Agreement.

7. **Completion of Park Lane Project by CenterCal; City Reimbursement or CenterCal Offset Rights.** In the event all conditions to the formation of the escrow have been complied with and the escrow is established, but the City fails to perform any of the conditions

or responsibilities set forth in Paragraph 5 b, then CenterCal shall have the rights and remedies set forth in the following subparagraphs:

a. Park Lane Project Construction and Completion. CenterCal shall have the right, but not the obligation, to elect to undertake the construction of the Park Lane Project and to pursue such construction to completion.

b. City Reimbursement or CenterCal Offset. In the event CenterCal constructs all or any portion of the Park Lane Project under the conditions described in Paragraph 5 b, the City shall reimburse CenterCal for the costs advanced by CenterCal in the completion of the construction together with interest thereon at the annual rate of 3% per annum above the Wall Street Journal Prime Rate (as that rate may be adjusted from time to time) from the date funds are advanced until the date repaid. The costs shall be reimbursed from outside funding sources, from impact fees collected from third parties or from other sources available to the City.

c. Transportation Impact Fees. CenterCal and the City agree that transportation impact fees to be owed by CenterCal to the City represent a likely source for repayment of some or all of any amounts that may ultimately be owed by the City to CenterCal pursuant to preceding Paragraph 7 b. Therefore, until such time as the City has complied with the conditions in Paragraphs 4 f, 4 g, and 4 h, CenterCal shall pay all transportation impact fees owed in connection with permit issuance into escrow with the Escrow Agent. Such funds shall be released to the City upon the City's compliance with Paragraphs 4 f, 4 g, and 4 h; alternatively, such funds shall be held available to reimburse CenterCal pursuant to Paragraph 7 b. Further, in the event that any amounts remain outstanding under this subparagraph at any time that transportation impact fees are payable by CenterCal, CenterCal may offset such outstanding amounts against any such impact fees owing to the City.

d. Control of Park Lane Traffic Flows and Completion of the Exchange. In connection with the construction of the Park Lane Project by CenterCal, CenterCal may redirect traffic onto a fully or partially completed and realigned portion of Park Lane within the Future Road Parcel so as to permit the redirection of traffic off of the Former Road Parcel. The City agrees to cooperate with CenterCal to facilitate such a redirection of traffic. Thereafter and upon completion of the Park Lane Project, the exchange of the Road Parcels shall be completed as contemplated above in this Agreement.

8. Possession. Possession of the properties shall be delivered by each party to the other on the date the Special Warranty Deeds are recorded. All taxes and assessments assessed on the properties after the date of recording of the Special Warranty Deeds shall be the responsibility of the party acquiring said property. Each party shall pay all taxes and assessments on the property to be conveyed by it prior to the date of closing.

9. Notice. Any notice required or desired to be given pursuant to this Agreement shall be delivered personally or mailed by certified mail, return receipt requested, postage prepaid, to the parties as follows:

City: Farmington City
Attn: City Manager
160 South Main
Farmington, Utah 84025

CenterCal: Station Park CenterCal, LLC
Attn: Jean Paul Wardy
1960 E. Grand Avenue, Suite 400
El Segundo, CA 90245

With copies to:

Thomas A. Ellison
Stoel Rives LLP
201 South Main, Suite 1100
Salt Lake City, UT 84111

The City and CenterCal may change their addresses by notice given as required above.

10. **Default.** If either party shall fail to comply with the terms of this Agreement, the non-defaulting party shall send written notice and provide a reasonable opportunity to cure, but not less than thirty (30) days. If the default is not cured within the time allowed, the defaulting party agrees to pay all reasonable attorneys' fees and costs incurred by the non-defaulting party in enforcing its rights hereunder.

11. **Time of the Essence.** It is agreed that time is of the essence of this Agreement.

12. **Successors and Assigns.** This Agreement shall bind each of the parties hereto and their respective heirs, personal representatives, successors and assigns.

13. **Entire Agreement.** This Agreement, together with any exhibits incorporated by reference, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. This Agreement supersedes all prior or contemporaneous negotiations, discussions and understandings, whether oral, written or otherwise, all of which are of no further effect. This Agreement may not be changed, modified or supplemented except in writing signed by the parties hereto.

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one single agreement.

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

“CITY”

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Scott C. Harbertson, Mayor

“CENTERCAL”

STATION PARK CENTERCAL, LLC

By: _____
Its: _____

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2013, personally appeared before me Scott C. Harbertson, who being duly sworn, did say that he is the Mayor of FARMINGTON CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott C. Harbertson acknowledged to me that the City executed the same.

NOTARY PUBLIC

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ____ day of _____, 2013, personally appeared before me _____ who being by me duly sworn, did say that as a member of CenterCal Associates, LLC he has signature authority for said LLC, a member of CenterCal, LLC, which CenterCal, LLC is the sole member of Station Park CenterCal, LLC, a Delaware limited liability company, and that the foregoing instrument was signed in behalf of said Station Park CenterCal, LLC, and acknowledged to me that said company executed the same pursuant to authority under or as authorized by its operating agreement or other proper authority.

NOTARY PUBLIC

WHEN RECORDED, MAIL TO:

Craig Trottier
Station Park CenterCal
42 North 650 West
Farmington, UT 84025

**TEMPORARY CONSTRUCTION AND OPERATION EASEMENT
AGREEMENT**

THIS TEMPORARY CONSTRUCTION AND OPERATION EASEMENT AGREEMENT is made and entered into as of the ____ day of March, 2013, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **STATION PARK CENTERCAL, LLC**, a Utah limited liability company, hereinafter referred to as "CenterCal."

RECITALS:

A. The City has acquired jurisdiction and ownership of Park Lane from UDOT and, in the interest of public safety and welfare, desires to realign a portion of Park Lane.

B. CenterCal owns property adjacent to the current Park Lane alignment that would be available for development and other private uses in connection with realignment of a portion of Park Lane (the "Former Road Parcel") and is also the current owner of (i) property over which the City desires to relocate a realigned portion of Park Lane (the "Future Road Parcel") and (ii) additional property held for future development that abuts the Future Road Parcel (the "CenterCal Property"). The Former Road Parcel and the Future Road Parcel (together referred to as the "Road Parcels") are more particularly depicted on Exhibit "A."

C. CenterCal and the City have entered into a certain Agreement dated as of March __, 2012 (the "Exchange Agreement") that provides for the realignment of portions of Park Lane and the exchange of the Future Road Parcel on certain terms and conditions that are set forth therein. Certain capitalized terms used here shall have the meaning provided in the Exchange Agreement.

D. The Exchange Agreement contemplates that the City or, under certain conditions, CenterCal, will have the right to construct certain Park Lane road improvements and complete other construction activities contemplated by certain "Final Construction Documents" (as defined in the Exchange Agreement) to be developed as provided in the Exchange Agreement.

E. The Exchange Agreement further contemplates that the respective rights and obligations of the parties with respect to the construction of the Park Lane Road improvements and the operation of the relocated road after construction will be governed by the terms of a Temporary Construction and Operation Easement Agreement and the parties desire to enter into this Agreement to document such rights and obligations.

A G R E E M E N T

NOW, THEREFORE, in consideration of the covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Grant of Non-Exclusive Temporary Construction and Operation Easements. CenterCal hereby grants to the City, and its successors and assigns, a temporary, non-exclusive easement ("New Road Construction Easement") on, over, under, and across the Future Road Parcel depicted on Exhibit A plus an additional area that is 4 (0) feet on either side of the Future Road Parcel for the purpose of allowing the City to perform all excavation, grading, and construction work contemplated by the Final Construction Documents (collectively, "Road Work"). The area covered by the easement that is outside of the Future Road Parcel will be used for construction staging and, to the extent provided in the Final Construction Documents, for the location of a fill slope necessary to support the road improvements. Any area outside of the Future Road Parcel that is used for the construction of a fill slope shall ultimately be covered by a separate slope easement (a "Slope Easement"). The size, configurations and dimensions of the Slope Easement shall be limited to that portion of the area adjacent to the Future Road Parcel that is reasonably needed to complete the construction of road improvements shown on the Final Construction Drawings. The Slope Easement shall also provide that any fill located in the area covered by the Slope Easement may be modified consistent with any plans approved by the City in connection with the issuance of another building or grading permit. In addition, CenterCal hereby grants to the City, and its successors and assigns, a temporary, non-exclusive easement ("New Road Operation Easement") on, over, and across the Future Road Parcel depicted on Exhibit A for the purpose of allowing the City to operate and maintain the Future Road Parcel as a public road until the completion of the exchange of the Road Parcels contemplated by the Exchange Agreement. The New Road Construction Easement and the New Road Operation Easement are referred to together as the "New Road Easements," and the area covered by the New Road Easements and any final Slope Easement is referred to as the "Easement Area".

DFM
FORTY

2. Rights Reserved to the Owners and Users of the CenterCal Property. CenterCal and its successors in the ownership or use of the CenterCal Property, and their invitees, shall retain the right to use the Future Roadway for access and other purposes not inconsistent with the construction of the Road Work. In addition, CenterCal and its successors in the ownership or use of the CenterCal Property, and their invitees, shall retain the right to use the CenterCal Property, including any land within the Easement Area for any purposes including for the construction and maintenance of access road, utilities, landscaping and other improvements so long as such the exercise of a particular right or the construction or maintenance of particular improvement does not interfere with the City's rights with respect to the New Road Easements and any Slope Easement that remains after the completion of construction.

3. Construction and Maintenance by City. The Road Work shall be performed consistent with the standards, specifications, conditions and procedures set forth more fully in the Final Construction Documents. At least ten (10) days prior to commencing construction, the City shall inform CenterCal of the anticipated commencement of construction. All road improvements constructed by the City, or its successors or assigns, on or within the Easement Area shall be constructed in a workmanlike and timely manner and shall be constructed,

operated, and maintained in compliance with all applicable statutes, ordinances, laws, rules, regulations, orders, permits and conditions of all governmental entities having jurisdiction with respect thereto and shall be maintained, repaired and operated in a manner equivalent to the standards of maintenance, repair and operation for all other City-owned and maintained roads. CenterCal shall have no obligation to pay for any construction of the road improvements and shall have no responsibility for any liens or claims associated with such construction. The City may retain a contractor to perform any construction contemplated by the Exchange Agreement and this Agreement, but the use of a contractor shall not relieve the City of its obligations under the Exchange Agreement or this Agreement. The City shall take commercially reasonable steps to assure that any contractor performing any construction activities contemplated by the Exchange Agreement shall be obligated to comply with the terms of this Agreement, including the strict conformance with the standards, specifications, conditions and procedures set forth in the Final Construction Documents, and shall provide appropriate general liability insurance in amounts not less than those amounts set forth on Exhibit "B" with the City and CenterCal as additional insureds.

4. Alternative Grant of Temporary Construction Easement. In the event CenterCal is permitted and elects to construct all or any part of the Road Work within any portion of the Former Road Parcel under the terms of the Exchange Agreement, then the City hereby grants to CenterCal, and its successors and assigns, a temporary, non-exclusive easement ("CenterCal Construction Easement") on, over, under, and across the Former Road Parcel depicted on Exhibit A for the purpose of allowing CenterCal to perform that portion of the Road Work required to be performed within the Former Road Parcel. The parties acknowledge that the most of the Road Work to be performed within the Former Road Parcel must be performed after the substantial completion of road improvements on, and redirection of traffic over, the Future Road Parcel. The City therefore also consents to the physical closure of the road within the Former Road Parcel after substantial completion of, and the redirection of traffic onto, the Future Road Parcel.

5. CenterCal Construction Obligations. In the event CenterCal undertakes any construction under the conditions and pursuant to the provisions set forth in the Exchange Agreement, all road improvements constructed by CenterCal, or its successors or assigns, on or within the Easement Area shall be constructed in a workmanlike and timely manner and shall be constructed, operated, and maintained in compliance with all applicable statutes, ordinances, laws, rules, regulations, orders, permits and conditions of all governmental entities having jurisdiction with respect thereto. CenterCal shall pay initially for the costs of any construction of the road improvements and shall have initial responsibility for any liens or claims associated with such construction, but shall be entitled to be reimbursed by the City with respect to all of such construction work. CenterCal shall take commercially reasonable steps to assure that any contractor performing any construction activities contemplated by the Exchange Agreement shall be obligated to comply with the terms of this Agreement, including the strict conformance with the standards, specifications, conditions and procedures set forth in the Final Construction Documents and shall provide appropriate general liability insurance in amounts not less than those amounts set forth on Exhibit "B" with the City and CenterCal as additional insureds.

6. No Obligation. No provision of the Exchange Agreement or this Agreement shall be deemed to require CenterCal to construct any or all of the improvements contemplated by the Exchange Agreement or the Final Construction Documents.

7. Indemnification by the City. The City will indemnify and hold harmless CenterCal and its successors and assigns against any damages, losses, claims or demands (including reasonable attorneys' fees and court costs), arising out of any breach of any of the City's obligations under this Agreement, or any of its activities undertaken or required under this Agreement, including its negligent acts, omissions, and willful misconduct.

8. Indemnification by CenterCal. CenterCal will indemnify and hold harmless the City and its successors and assigns against any damages, losses, claims or demands (including reasonable attorneys' fees and court costs), arising out of any breach of any of CenterCal's obligations under this Agreement, or any of its activities undertaken or required under this Agreement, including its negligent acts, omissions, and willful misconduct.

9. CenterCal Insurance. CenterCal shall at all times maintain and keep in force insurance meeting the requirements described in Exhibit "B" attached hereto.

10. City Insurance. The City shall include the Easement Area in the insurance it maintains. Such policy or policies of insurance shall have insurance coverage limits not less than those limits set forth on Exhibit "B" and shall include CenterCal as a named insured.

11. Protection of Underground Utilities. The Parties shall be mutually responsible to monitor and avoid damage to the improvements on the Easement Area, including any underground utilities. The Parties will be required, and will require any contractor or party working on their behalf, to take necessary steps to protect any underground utilities, such as installing orange LOD fencing around the location of the electrical utilities.

12. Covenants Run With the Land; Termination of Easements. The respective rights and obligations of the parties under this Agreement shall attach to and run with the land, and shall be deemed binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. The Easements granted in the instrument shall terminate at the end of the thirtieth day after the last to occur of (i) the completion of the exchange of the Road Parcels, as contemplated by the Exchange Agreement, (ii) the final completion, inspection and approval of all improvements and construction activities contemplated by the Final Construction Documents, the vacation of public rights across the Former Road Parcel, and (iv) the dedication for public use of the Future Road Parcel. The indemnification obligations of the Parties shall survive the termination of the Easement Rights.

13. Default. In the event of a breach by any party hereto of their respective obligations hereunder, the party not in default shall have such rights and remedies against the party in default as are available at law or in equity, including, without limitation, the right to sue for specific performance and/or damages hereunder.

14. Notice. All notices, demands and other communications hereunder shall be in writing and shall be sufficient if mailed by United States registered or certified mail, return receipt requested and postage prepaid, or deposited with a prepaid courier service (e.g. Federal Express, UPS, etc.), to the parties or their assignee, or hand delivered, at the following addresses:

City: Farmington City
Attn: City Manager
160 South Main
Farmington, Utah 84025

CenterCal: Station Park CenterCal, LLC
Attn: Jean Paul Wardy
1960 E. Grand Avenue, Suite 400
El Segundo, CA 90245 and

Attn: Craig Trottier
42 North 650 West
Farmington, UT 84025

With copies to:

Thomas A. Ellison
Stoel Rives LLP
201 South Main, Suite 1100
Salt Lake City, UT 84111

15. Miscellaneous Provisions.

(a) This Agreement embodies the entire understanding the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement may not be amended or modified without the prior written consent of the parties hereto.

(b) This Agreement supersedes the Exchange Agreement to the extent that any provision of this Agreement is inconsistent with terms of the Exchange Agreement.

(c) This Agreement shall be recorded in the Office of the Davis County, Utah Recorder.

(d) The respective individuals executing this Agreement represent and warrant that they have been duly authorized to execute and deliver this Agreement in the capacity and for the entity set forth above their signatures.

(e) The exhibit(s) attached to this Agreement are expressly made a part of this Agreement as fully as though completely set forth in it. All references to this Agreement shall be deemed to refer to and include all such exhibits.

(f) Time is of the essence in the performance hereunder by the parties to this Agreement.

(g) Should any party default in any of the covenants or understandings contained herein, the non-prevailing party in any litigation shall pay all costs and expenses, including a reasonable attorney's fee incurred by the prevailing party, which arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by law. A waiver by any party of a breach of any term or condition of this Agreement shall not constitute a waiver of any further breach of a term or condition.

(h) In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

(i) The parties agree to execute any and all other documents and to take any further actions reasonably necessary to effectuate the purposes of this Agreement.

“CITY”

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Scott C. Harbertson, Mayor

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2013, personally appeared before me Scott C. Harbertson, who being duly sworn, did say that he is the Mayor of FARMINGTON CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott C. Harbertson acknowledged to me that the City executed the same.

NOTARY PUBLIC

“CENTERCAL”

STATION PARK CENTERCAL, LLC

By: _____
Its: _____

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ____ day of _____, 2013, personally appeared before me _____ who being by me duly sworn, did say that as a member of CenterCal Associates, LLC he has signature authority for said LLC, a member of CenterCal, LLC, which CenterCal, LLC is the sole member of Station Park CenterCal, LLC, a Delaware limited liability company, and that the foregoing instrument was signed in behalf of said Station Park CenterCal, LLC, and acknowledged to me that said company executed the same pursuant to authority under or as authorized by its operating agreement or other proper authority.

NOTARY PUBLIC

EXHIBIT "A"

DESCRIPTION OF ROAD PARCELS

EXHIBIT "B"

Insurance Requirements

Commercial General and Excess Liability Insurance with minimum total limits of:

\$2,000,000 – General Aggregate

\$2,000,000 – Per Occurrence

\$2,000,000 – Products – Completed Operations Aggregate

\$2,000,000 – Personal and Advertiser's Injury

\$2,000,000 – Blanket Contractual

\$ 50,000 - Fire Damage

All Commercial General Liability policies shall include Participants, Volunteers, and Blanket Contractual coverages. Defense costs shall be outside of, and in addition to, the liability limits.

All Liability Insurance policies must name FARMINGTON CITY and STATION PARK CENTERCAL as additional insured and must be from companies authorized to do business in the State of Utah and acceptable to the City and CenterCal. Such policies shall be delineated as primary in coverage to any other available insurance coverage.

Worker's Compensation Insurance and Employer's Liability Insurance or any other insurance or benefits required by law.

Automobile Liability Insurance (any auto) with minimum total limits of \$2,000,000 combined single limit.

A CERTIFICATE OF INSURANCE is required seven (7) days before commencement of any activity and must include in writing all of the above limit and coverage requirements. The certificate shall also reference the specific activity, production, or signed contract.

NOTE: The above limits may be modified upwards, dependent on the activity and anticipated exposure.

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2013

S U B J E C T: Proposed Spring Creek Estates Open Space Conservation Easement

ACTION TO BE CONSIDERED:

See staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Ken Klinker.

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



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
COREY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: February 25, 2012

SUBJECT: Proposed Spring Creek Estates Open Space Conservation Easement

RECOMMENDATION

Approve the proposed Conservation Easement (Farmland and Open Space) for the Spring Creek Estates Subdivision.

Approve waivers of portions of Title 11, Chapter 12 that prohibit the installation and operation of railroad tracks and landscaping for a hobby style train, including 11-12-120 (b) (2) (E), and 11-12-120 (b) (3) (A), (B), (F), (I), and (L).

Approve compensation in the form of a \$2000.00 donation to the Farmington City Park Fund in exchange for the waivers.

BACKGROUND

The Spring Creek Subdivision preliminary plat was approved with open space to be set aside as conservation land. A Conservation Easement has been proposed for an approximately 4.5 acre parcel of land, east of the subdivision and west of the DR&G Railroad bed. This easement is not actually located in the subdivision, but was part of the land approved on the Preliminary Plat as open space.

The proposed Easement suggests changes be made to the Easement that was recorded for Spring Creek Estates 3A and 3B subdivisions which includes language in the Permitted Use section to allow *"Installation and operation of railroad tracks and landscaping for a hobby style train."*

The proposed easement also suggests changes to the Prohibited Uses section (f), (i), (l), and (m) to allow installation and operation of railroad tracks and landscaping for a hobby style train.

The reason for these changes is because the developer is planning to sell the property to the adjacent land owner who has a hobby railroad on his property.

Additionally, there are some other minor changes to the language of the previously approved Conservation Easement. Although requested, references to associated facilities in the conservation easement have not been included, meaning no buildings would be allowed in the easement.

The proposed easement was discussed by the Council on January 15, 2013, and it was agreed that portions of the ordinance that prohibit the proposed use for a hobby style train should be waived. However, this was with the assumption that there was to be some kind of compensation for the waiver. Staff has met with the potential buyer of the property who had proposed a donation of \$2000 to the City park fund as compensation for the waiver.

STAFF REVIEW

This request violates several of the requirements of Section 11-12-120 Use Regulations from the Conservation Subdivision Development Standards of the Farmington City Zoning Ordinance, including, but not limited to:

11-12-120 (b) (2) Conditional Uses

(E) Active non-commercial recreation areas, such as playing fields, playgrounds, courts, and bikeways. ***Any portion of this that prohibits the use for a hobby style train and landscaping should be waived.***

11-12-120 (b) (3) Prohibited Uses

(A) Any residential, commercial or industrial activity; ***Any portion of this that prohibits the use for a hobby style train and landscaping should be waived.***

(B) Any development, construction or location of any man-made modification or improvements such as buildings, structures, roads, parking lots, or other improvements; ***Any portion of this that prohibits the use for a hobby style train and landscaping should be waived.***

(F) The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles, except as may be necessary to maintain and operate the property and/or utility facilities within the property; ***Any portion of this that prohibits the use for a hobby style train and landscaping should be waived.***

(I) Any cutting of trees or vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses; *Any portion of this that prohibits the use for a hobby style train and landscaping should be waived.*

(L) Changing the topography of the property by placing on it any soil, dredging spoils, land fill, or other materials, except as necessary to conduct specific permitted purposes. *Any portion of this that prohibits the use for a hobby style train and landscaping should be waived.*

In order to waive any of the provisions of this chapter a vote of **not less than four (4) members of the City Council** is required.

Special circumstances exist on this property in that it is located adjacent to an existing hobby style train operation which is a unique asset to the City of Farmington. Approval of the waiver will allow an expansion of the operation, and will allow the public to more fully enjoy the open space than would be possible if it were bought and used as farmland or grazing pasture, fenced off with no public access. It is felt that this, in addition to the \$2000 proposed donation, is sufficient compensation to justify the proposed ordinance waivers.

Respectfully submitted,



Ken Klinker
Planning Department

Review and Concur



Dave Millheim
City Manager

enclosures: Copy of proposed Conservation Easement
Copy of Chapter 12 of the Farmington City Zoning Ordinance
Spring Creek Estates approved Preliminary Plat

WHEN RECORDED, MAIL TO:

FARMINGTON CITY
Attn: City Manager
160 South Main
P.O. Box 160
Farmington, Utah 84025

Affects Parcel No: 08-059-0061

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CONSERVATION EASEMENT
(Farmland and Open Space)

THIS CONSERVATION EASEMENT is made this ____ day of _____, 2013, by SLI COMMERCIAL REAL ESTATE CO., a Utah corporation, whose mailing address is 261 East 300 South, Suite 350, Salt Lake City, Utah 84111 (hereinafter "**Grantor**") in favor of FARMINGTON CITY, a Utah municipal corporation (hereinafter "**Grantee**") whose mailing address is 160 South Main, Farmington, Utah 84025

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RECITALS

WHEREAS, Grantor is the sole owner in fee simple title of certain real property located adjacent to the Spring Creek Estates Subdivision, Farmington City, Davis County, State of Utah, which property is more particularly described herein at Section 2 and hereinafter referred to as the "**Property**"; and

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WHEREAS, the Property possesses unique open space, recreational, wildlife, farmlands, and/or green space values (collectively referred to as "**Conservation Values**") of great importance to the Grantor, the Grantee, and the public; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of the use of the Property in such a way which does not significantly impair or interfere with those values and which provides for appropriate natural, ecological, recreational, agricultural and open space use of the Property; and

WHEREAS, Grantor intends to preserve and protect the Conservation Values of the Property and to protect the Property from future development in perpetuity through this Easement and dedication of the same to Grantee; and

WHEREAS, Grantee is a governmental entity and a tax exempt entity under Section 501(c) of the Internal Revenue Code qualified to acquire a conservation easement under the terms of Utah Code Ann. § 57-18-3, as amended,

NOW, THEREFORE, in consideration of the above and the covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of Utah, particularly Utah Code Ann. § 57-18-1, et seq., as amended, with the intention of making an irrevocable easement in perpetuity, Grantor hereby agrees and conveys as follows.

1. **Conveyance.** Grantor hereby grants and warrants to Grantee a perpetual conservation easement as hereinafter defined (the “Easement”) over and across all the Property to preserve, restore and protect the Conservation Values present on the Property, to have and to hold unto Grantee, its successors and assigns forever.

2. **Property.** The Property subject to this Easement consists of a total of approximately 4.46 acres of real property located adjacent to the Spring Creek Estates Subdivision located in Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, State of Utah, as more particularly described on **Exhibit “A,”** attached hereto and incorporated herein by this reference.

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3. **Current Use and Condition of the Property.** The Property presently consists of open pasture, hayfields and farmland. The existing, permitted and conditional uses of the Property are more particularly described herein and designated on the Use Map set forth on **Exhibit “B,”** attached hereto and incorporated herein by this reference. The Property is presently adjacent to an elevated walking/cycling path to the east, residential property to the west and property improved with hobby train facilities to the south. The Property has the specific Conservation Values as more particularly defined.

4. **Purpose.** Grantor is the fee simple title owner of the Property and is committed to preserving the Conservation Values of the Property. The purpose of this Easement is to assure that the Property will be retained forever in its open space wildlife, farmland and/or green space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Any use of the Property which may impair or interfere with the Conservation Values, unless expressly permitted in this Easement, is expressly prohibited. Grantor agrees to confine use of the Property to activities consistent with the purposes of this Easement and preservation of the Conservation Values of the Property.

5. **Duration.** The duration of the Easement shall be perpetual.

6. **Permitted and Conditional Uses.**

(a) **Permitted Uses.** Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property are permitted:

- (i) Conservation of open land in its natural state.
- (ii) Agricultural and horticultural uses, including raising crops or Class “B” livestock, as defined by and consistent with Farmington City Ordinances, excluding any associated fencing and buildings that support an active, viable agricultural or horticultural operation and any commercial livestock operations involving swine,

poultry, and mink. Livestock grazing for Class “B” animals shall require proper management of livestock and good range stewardship techniques to be implemented to protect and preserve the conservation values of the Property. Livestock grazing shall not exceed a degree of use described as good to excellent by the United States Department of Agriculture – Natural Resource Conservation Service, and shall not materially degrade or deteriorate the wetlands, range resource, wildlife habitat or Conservation Values of the Property. All farm operations shall be consistent with sound agricultural practices.

(iii) Pastureland for sheep, cows and horses, subject to applicable Farmington City Ordinances.

(iv) Underground utility easements for drainage, access, sewer or water lines, or other public purposes.

(vi) Above-ground utilities if permitted under Farmington City Ordinances; provided, areas encumbered by such facilities shall not be counted toward the minimum required conservation land for the subdivision.

(vii) Perimeter fencing, subject to applicable Farmington City Ordinances.

(viii) Internal fencing, as approved by the City, such approval not to be unreasonably withheld, in connection with permitted uses.

(ix) Installation and operation of railroad tracks and landscaping for a hobby style train, which shall be consistent in scope with those located on adjacent properties at the time of execution of this Conservation Easement.

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(b) Conditional Uses. Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property may be permitted as a conditional use, subject to obtaining a conditional use permit from the City of Farmington for such use in accordance with City Ordinances regarding the same. Such uses must also be permitted or conditional in the zone in which the Property is located.

(i) Agricultural uses, not otherwise permitted under Subsection (a), including Class “C” animals, as defined by and consistent with Farmington City Ordinances, but excluding commercial livestock operations involving swine, poultry and mink. Livestock grazing for Class “C” animals, shall be limited to designated areas only as delineated on **Exhibit “B,”** and shall require proper management of livestock and good range stewardship techniques to be implemented to protect and preserve the conservation values of the Property. Livestock grazing shall not exceed a degree of use described as good to excellent by the United States Department of Agriculture – Natural Resource Conservation Service, and shall not materially degrade or deteriorate the wetlands, range resource, wildlife habitat or Conservation Values of the Property. All farm operations shall be consistent with sound agricultural practices.

(ii) Accessory buildings and structures used solely in connection with

approved agricultural, recreation, livestock or equestrian uses in designated areas only as delineated on **Exhibit "B."** The location and construction of such accessory structures shall be consistent with the conservation and agricultural uses of the Property and must be approved by the City.

(iii) Wholesale nurseries and associated buildings that are specifically needed to support active, viable horticultural operations in designated areas only as delineated on **Exhibit "B."**

(iv) Silviculture, in keeping with established standards for selective harvesting and sustained-yield forestry in designated areas only as delineated on **Exhibit "B."**

(v) Neighborhood open space uses such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses specifically excluding motorized off-road vehicles, rifle ranges, and other uses similar in character and potential impact in designated areas only as delineated on **Exhibit "B."**

(vi) Active non-commercial recreation areas, such as playing fields, playgrounds, courts, and bikeways in designated areas only as delineated on **Exhibit "B."**

(vii) Water supply and sewage disposal systems, and stormwater detention areas designed, landscaped, and available for use as an integral part of the conservation land.

7. **Prohibited Uses.** Any activity on or use of the Property not specifically listed as a permitted use or activity as set forth herein and/or any activity on or use of the Property which is inconsistent with the purpose of this Easement or detrimental to the Conservation Values is expressly prohibited. Except as otherwise set forth herein as a permitted or conditional use, the following uses shall be considered prohibited on the Property:

(a) Any residential, commercial or industrial activity;

(b) Any development, construction or location of any manmade modification or improvements such as buildings, structures, roads, parking lots, or other improvements;

(c) Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the Property;

(d) Any dumping or storing of ashes, trash, garbage or junk;

(e) Burning of any materials, except as necessary for agricultural, drainage and fire protection purposes;

(f) ~~Except for a hobby style train, the use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles, except as may be necessary to maintain and operate the Property and/or utility facilities within the Property;~~

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(g) Hunting or trapping for any purpose other than predatory or problem animal control;

(h) Advertising of any kind or nature and any billboards or signs; provided, directory and information signs may be displayed describing the easement and prohibited or authorized use of the same;

(i) ~~Except for installation and operation of railroad tracks and landscaping for a hobby style train, any cutting of trees or vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses;~~

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(j) The change, disturbance, alteration, or impairment of significant natural ecological features and values of the Property or destruction of other significant conservation interests on the Property;

(k) The further division, subdivision or de facto subdivision of any of the parcels constituting the Property (the Property currently consists of two (2) parcels, each of which can be individually sold, owned or operated, in accordance with applicable Farmington City Ordinances, but not further subdivided); and

(l) ~~Except for installation and operation of railroad tracks and for a hobby style train, changing the topography of the Property by placing on it any soil, dredging spoils, land fill, or other materials, except as necessary to conduct specific permitted purposes.~~

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(m) Other than the installation and operation of tracks for a hobby style train, any development, location, or storage of any personal property, vehicles, recreational equipment, or other residential uses such as trampolines, patios, gazebos, sports courts, barbeques, etc.

(n) All other uses and practices inconsistent with and significantly detrimental to the stated objectives and purpose of the Easement.

8. **Rights of the Grantee.** Grantor confers the following rights upon Grantee to perpetually maintain the Conservation Values of the Property and to accomplish the purpose of this Easement.

(a) Grantee has the right to enforce the terms of this Easement for the purpose of preserving and protecting the Conservation Values of the Property.

(b) Grantee has the right to enter upon the Property at reasonable times to monitor or to enforce compliance with this Easement and to inspect and enforce the rights herein

granted; provided that such entry shall not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property.

(c) Grantee has the right to enjoin and prevent any activity on or use of the Property that is inconsistent with the terms or purposes of this Easement and to preserve and protect the Conservation Values of the Property.

(d) Grantee has the right to require restoration of the areas or features of the Property which are damaged by activity inconsistent with this Easement.

(e) Grantee has the right to place signs on the Property which identify the Property as being protected by this Easement.

(f) Grantee has the right to enter on the Property to study and make ecological and scientific observation of the Property and its ecosystems.

9. **Duties of the Grantor.** Grantor retains ownership rights of the underlying fee simple title to the Property which are not expressly restricted by this Easement. In accordance with the rights reserved in Grantor by this Easement, Grantor shall be subject to all of the terms, conditions and restrictions of this Easement and shall have the affirmative duty to refrain from conducting or causing to be conducted any action inconsistent with the purpose and provisions of this Easement and to take reasonable actions to preserve and protect the Conservation Values of the Property.

10. **Enforcement of Easement.**

(a) **Notice and Demand.** If Grantee determines that Grantor is in violation of this Easement, or that a violation is threatened, the Grantee may provide written notice to the Grantor of such violation and request corrective action to cure the violation or to restore the Property. In the event Grantee determines that the violation constitutes immediate and irreparable harm, such notice shall not be required.

(b) **Failure to Act.** If, for a thirty (30) day period after the date of the written notice from Grantee to Grantor, the Grantor continues violating the Easement, or if the Grantor does not abate the violation and implement corrective measures requested by the Grantee, the Grantee may bring an action in law or in equity to enforce the terms of the Easement. The Grantee is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Property. If the court determines that the Grantor has failed to comply with this Easement, the Grantor agrees to reimburse Grantee for all reasonable costs and attorneys' fees incurred by the Grantee compelling such compliance.

(c) **Absence of Grantor.** If the Grantee determines that the Easement is, or is expected to be, violated, the Grantee shall make good faith efforts to notify the Grantor. If, through reasonable efforts, the Grantor cannot be notified, and if the Grantee determines that circumstances justify prompt action to mitigate or prevent impairment of the Conservation Values, then the Grantee may pursue its lawful remedies without prior notice and without

waiting for Grantor's opportunity to cure. Grantor agrees to reimburse Grantee for all costs reasonably incurred by Grantee in pursuing such remedies.

(d) Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened events of non-compliance under this Easement constitute immediate and irreparable harm. The Grantee is entitled to invoke the equitable jurisdiction of the court to enforce this Easement.

(e) Injunctive Relief and Restoration. Any violation of the Easement shall be subject to termination through injunctive proceedings with the imposition of temporary restraining orders or through any other legal means, it being recognized that monetary damages and/or other non-injunctive relief would not adequately remedy the violation of the covenants and restrictions of the Easement. In addition, subject to the provisions set forth herein, the Grantee shall have the right to enforce the restoration of the portions of the Property affected by activities in violation of the Easement to the condition which existed at the time of the signing of this instrument.

(f) Cumulative Remedies. The remedies set forth herein are cumulative. Any, or all, of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Easement.

(g) Waiver. A delay in enforcement shall not be construed as a waiver of the Grantee's right to enforce the terms of this Easement.

11. **Permitted Construction and Maintenance Activities.**

(a) Grantor hereby reserves the right to enter upon the Property to conduct the following activities: to construct such structures and improvements permitted herein in conjunction with permitted and conditional uses of the Property.

(b) This Easement is subject to the rights of Grantor, Farmington City or any other agency or utility to enter upon the Property for the construction, installation, operation and maintenance of underground public utilities as permitted herein. The responsible person, entity or utility company in interest, shall, at its sole cost and expense, promptly restore the Property affected by such activities to as near as reasonably practicable the same condition as existed immediately prior to such activities. Nothing herein shall be deemed a grant of an easement to Farmington City or to any utility; the foregoing is set forth only to establish uses or activities which may be allowed on the Property.

12. **Extinguishment of Development Rights.** All development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise or used for the purpose of calculating permissible lot yield of the Property or any other property.

13. **Maintenance.** The Property shall be maintained by Grantor in accordance with good land management practices and with the Maintenance Plan set forth in **Exhibit "C,"** attached hereto

and incorporated herein by this reference. Grantor shall be solely responsible for the upkeep and maintenance of the Property. If Grantor fails to maintain the Property in accordance with the Maintenance Plan or any of the terms and conditions of this Easement, the Grantee may provide or cause to be provided such maintenance necessary to preserve and protect the Conservation Values of the Property. Any costs reasonably incurred by the Grantee in providing such maintenance shall be reimbursed by Grantor within thirty (30) days from receipt of invoicing from Grantee.

14. **Taxes.** Grantor shall pay all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property, including any taxes imposed upon, or incurred as a result of this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor shall reimburse Grantee for the same within thirty (30) days from receipt of invoicing from Grantee.

15. **Indemnification.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents and contractors, and the successors and assigns of each of them, collectively referred to as the “**Indemnified Parties**” from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys’ fees, arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee. Grantor shall keep the Property insured with comprehensive general liability insurance against claims for personal injury, death and property damage and shall name Grantee as an additional insured party on all such insurance policies, providing Grantee evidence of such insurance upon request.

16. **Transfer of Grantee’s Interest.** If the Grantee determines that it no longer is able to enforce its rights under this instrument or that it no longer desires to enforce the rights, or desires to assign enforcement rights to a qualified organization under Section 501(c)(3) and/or 170(h)(3) of the Internal Revenue Code, the Grantee shall be entitled to convey in whole or in part all of its rights under this instrument and deliver a copy of this instrument to an organization designated by the Grantee and described in or contemplated by Section 501(c)(3) and/or 170(h)(3) of the Code, or the comparable provision in any subsequent revision of the Code, to ensure that the Easement is enforced. Furthermore, the Grantee is hereby expressly prohibited from subsequently transferring the Easement, whether or not for consideration; unless (a) the Grantee, as a condition of the subsequent transfer, requires that the conservation purposes which the Easement is intended to advance continue to be carried out; and (b) the transferee is an organization qualifying at the time of the transfer as an eligible donee under Section 501(c)(3) and/or 170(h)(3) of the Code and regulations promulgated thereunder.

17. **Cessation of Grantee’s Existence.** If Grantee shall cease to exist or if the Grantee is no longer authorized to acquire and hold conservation easements, then this Easement shall become vested in another entity. Any successor entity shall be a qualified organization for the purposes of Section 501(c)(3) and/or 170(h)(3) of the Internal Revenue Code.

18. **Termination of the Easement.** This Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Easement’s purpose or by exercise of eminent domain in accordance with the provisions set forth herein. The fact that the Grantee may have title to the Property and therefore may become an owner for purposes of this Easement shall not cause a termination of this Easement by operation of the doctrine of merger or

otherwise. The Grantee shall not voluntarily or willingly allow the termination of any of the restrictions of this instrument, and if any or all of the restrictions of the Easement are nevertheless terminated by a judicial or other governmental proceeding, any and all compensation received by the Grantee as a result of the termination shall be used by the Grantee in a manner consistent with the conservation purposes of the Easement. If subsequent circumstances render the purposes of this Easement impossible to fulfill, then this Easement may be partially or entirely terminated only by judicial proceedings.

19. **Transfer of Grantor's Interest.** The Grantor shall incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Any such transfer of interest shall be subject to the restrictions set forth in this Easement. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way. Upon proper and permitted conveyance of title to the Property, the Grantor shall be released from its obligations under this Easement.

20. **Notices.** Any notice, demand, request, consent, approval, or communication shall be in writing and served personally or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the following, or to such other address as the Grantee or Grantor shall from time to time designate by written notice.

To Grantee: Farmington City
Attn: City Manager
160 South Main
P.O. Box 160
Farmington, Utah 84025

To Grantor: SLI Commercial Real Estate Co.
Attention: Howard Kent
261 East 300 South, Suite 350
Salt Lake City, Utah 84111

21. **Title Warranty.** Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except those set forth in **Exhibit "D,"** attached hereto and incorporated herein by this reference, and hereby promises to defend the same against all claims that may be made against it.

22. **Subsequent Encumbrances.** This Easement shall not restrict the right of Grantor or its successors or assigns to execute, deliver and record mortgages on the Property or to grant other rights or easements in respect of the Property, subject to the terms and conditions set forth herein. The grant of any easement or use restriction that might diminish or impair the Conservation Values of the Property is prohibited. Any lien or security interest of a mortgage and any easement or other right created subsequent to the date hereof shall be subject to and subordinate to this Easement.

23. **Environmental Warranty.** Grantor warrants that it has no actual knowledge or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee

harmless from, any and all loss, cost, claim, liability or expense, including reasonable attorneys' fees arising from or with respect to any release of hazardous waste or violation of environmental laws with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

24. **Recordation.** The Grantee shall record this instrument in timely fashion in the official records of Davis County, Utah, and may re-record it at any time as may be required to preserve its rights in this Easement.

25. **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Utah.

26. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Easement to effect the purpose of this Easement and the policy and purpose of Utah Code Ann. § 57-18-1, et seq., as amended, and related provisions. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

27. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

28. **Joint Obligation.** Subject to the provisions set forth herein, the obligations imposed by this Easement upon Grantor or Grantors shall be joint and several.

29. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the Grantee, the Grantor, and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

30. **Entire Agreement.** This Easement, together with all exhibits, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions and understandings.

31. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

32. **Amendments.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may jointly amend the Easement; provided, that no amendment shall be allowed that affects the qualification of the Easement under the IRS Code 170(h), or any regulation promulgated thereunder, or the Utah Land Conservation Easement Act, as set forth in Utah Code Ann. §§ 57-18-1, et seq., as amended. Any amendment to this Easement shall be consistent with the purposes of this Easement, shall not affect its perpetual duration, and shall not impair any of the significant Conservation Values of the Property. Any such amendment shall be in writing, signed by both parties, and recorded in the official records of Davis County, Utah. Any

proposed amendments to this Easement shall comply with the Farmington City Conservation Easement Amendment Policy, as amended, and shall require, at a minimum, a public hearing before the City Council and fourteen (14) day advance notice to the public by publishing notice in a daily newspaper of general circulation in the City.

[Signature page to follow]

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first above written.

GRANTOR:
SLI COMMERCIAL REAL ESTATE CO.
a Utah corporation

By: Howard J. Kent, President

GRANTEE:
FARMINGTON CITY
a Utah municipal corporation

ATTEST: _____
By: Mayor Scott Harbertson

Margy L. Lomax, City Recorder

GRANTOR'S ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On the ____ day of _____, 201__, personally appeared before me HOWARD J. KENT who being by me duly sworn did say that he is the President of SLI COMMERCIAL REAL ESTATE CO., and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and he acknowledged to me that said corporation executed the same.

My Commission Expires: _____
Notary Public
Residing at: _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On the ____ day of _____, 201__, personally appeared before me Scott Harbertson, who being duly sworn, did say that he is the Mayor of FARMINGTON CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott Harbertson acknowledged to me that the City executed the same.

My Commission Expires: _____

Notary Public
Residing at: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF EASEMENT AREA

Exhibit A
LEGAL DESCRIPTION

File Number: 168149

A part of the Southwest Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the South Right-of-Way line of Burke Lane, said point being 1349.73 feet North 89°50'05" East along the Quarter Section line, 1172.31 feet South, and South 89°38'45" East 334.90 feet from the Northwest corner of said Quarter Section; said point being the Northeast corner of Spring Creek Estates No. 5, running thence South 89°38'45" East 150.94 feet along said line to the West line of the Utah Transit Authority right of way; thence South 34°42'23" East 786.94 feet along said West right of way line; thence South 89°46'23" West 488.62 feet to the Southeast corner of Lot 701, Spring Creek Estates No. 7, thence North 15°56'45" East 168.39 feet along the East line of Spring Creek Estates No. 7 to the Southeast corner of Lot 406 Spring Creek Estates No. 4, thence along Spring Creek Estates No. 4 the following three (3) courses: North 4°57'59" East 75.20 feet, North 33°07'44" West 75.20 feet, and North 49°26'07" West 161.79 feet to the Southeast corner of Lot 508 Spring Creek Estates No. 5, thence North 0°21'13" East 244.78 feet along Spring Creek Estates No. 5 to the point of beginning. *4.46 acres*

EXHIBIT "B"
USE MAP OF EASEMENT

Exhibit "B" to the Open Space Conservation Easement for the Spring Creek Estates Subdivision

BURKE LANE

Ground will be graded to accommodate an approximate 1% track grade.
Railroad grade (bed) will be approximately 10 feet wide.
Surrounding ground will be planted with pasture grass and/or blue grass.
Trees will be planted 20 to 25 foot intervals around perimeter of property and along rail grade, clustered as needed. Mounds with shrubbery may be located within the site. The site may be used for agricultural/livestock uses.
Site will be irrigated by a sprinkler system. Water provided by Benchland irrigation.
Small bridges and/or culverts will be installed where needed to accommodate onsite drainage.

Steve Flanders
S&S Shortline Railroad
577 N 1525 W
Farmington, UT 84025
801-451-2796 (Office)
801-589-4793 (Cell)

1525 W

EXHIBIT "C"
MAINTENANCE PLAN

Exhibit "C"
to the Open Space Conservation Easement for
Spring Creek Open Space

MAINTENANCE PLAN

SECTION 1- PURPOSE

The purpose of this Maintenance Plan is to supplement the development criteria for the development of Spring Creek Estates Subdivision as contained in the Farmington City Zoning Ordinances for Conservation Subdivisions, the Development Agreement, and the Open Space Conservation Easement in order to fix maintenance responsibility and provide additional maintenance guidelines, where necessary for property located within the Open Space Conservation Easement area. The Maintenance Plan is intended to provide guidelines and fix responsibility for areas adjacent to the Spring Creek Subdivision that are covered by the Open Space Conservation Easement recorded against the subject property.

SECTION 2- PROPERTY

The Property subject to this Easement consists of approximately 4.46 acres located in Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, State of Utah, as more particularly described on Exhibit "1," attached hereto and incorporated herein by this reference.

SECTION 3- MAINTENANCE AREAS

The "Maintenance Areas" are designated in this plan as follows:

- a. Farmland and Open Space Areas which are designated in **Exhibit "B"** to the Open Space Conservation Easement for Spring Creek Estates Subdivision.

SECTION 4- OWNERSHIP OF CONSERVATION LAND

- a. The Open Space Conservation Easement land is entirely owned by Heber South Towne, LLC, a Corporation. It is anticipated that the open space parcel will be sold. Sale of the parcel shall be limited to the entirety of the parcel. The parcel shall not be allowed to be subdivided.

SECTION 5- MAINTENANCE GUIDELINES AND RESPONSIBILITIES

The open space area shall be maintained in its native state (i.e. no broad leaf weeds, but native vegetation) unless being used for approved uses or conditionally approved uses allowed by the Conservation Easement. Any disturbed areas not approved as set forth herein shall be reclaimed and revegetated in natural vegetation or as otherwise directed by Farmington City in accordance with the applicable plans and requirements for the subject area. A revegetation plan prepared by a landscape architect or other appropriate nursery professional shall be submitted.

Livestock grazing for Class “B” animals shall require proper management of livestock and good range stewardship techniques to be implemented to protect and preserve the conservation values of the Property. Livestock grazing shall not exceed a degree of use described as good to excellent by the United States Department of Agriculture – Natural Resource Conservation Service, and shall not materially degrade or deteriorate the wetlands, range resource, wildlife habitat or Conservation Values of the Property. All farm operations shall be consistent with sound agricultural practices.

SECTION 6- FUNDING MEANS FOR MAINTENANCE AND OPERATIONS

The property owner of record, currently Heber South Towne, LLC, a Corporation, or their authorized successors or assigns, shall fund any long-term capital improvements as well as regular yearly operating and maintenance costs associated with the open space area.

SECTION 7- MODIFICATION

Any changes to this Maintenance Plan must be in writing and approved by the City. Any such amendments shall be considered an amendment of the Open Space Conservation Easement and shall comply with easement amendment procedures adopted by the City.

SECTION 8- CORRECTIVE ACTION

The City may enter the premises and take corrective action, including extended maintenance. The costs of such corrective action may be charged to the property owner and may include administrative costs and penalties. Such costs shall become a lien on said properties. Notice of such lien shall be filed by the City in the County Recorder’s Office. Documents creating or establishing any association or conservation organization shall reference the City’s corrective action authority.

SECTION 9- PROHIBITED ENCROACHMENTS

No encroachment by any structure, improvement or disturbance to the land shall be permitted into Conservation Lands by private parties or adjacent landowners. Uses of the Conservation Land shall be strictly limited to those conditional and permitted uses set

forth in the Open Space Conservation Easement and as shown on the applicable Use Map.

Exhibit "1"
**Legal Description of the Open Space Conservation Easement
for Spring Creek Estates Subdivision Open Space**

Exhibit 1
LEGAL DESCRIPTION

File Number: 168149

A part of the Southwest Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the South Right-of-Way line of Burke Lane, said point being 1349.73 feet North $89^{\circ}50'05''$ East along the Quarter Section line, 1172.31 feet South, and South $89^{\circ}38'45''$ East 334.90 feet from the Northwest corner of said Quarter Section; said point being the Northeast corner of Spring Creek Estates No. 5, running thence South $89^{\circ}38'45''$ East 150.94 feet along said line to the West line of the Utah Transit Authority right of way; thence South $34^{\circ}42'23''$ East 786.94 feet along said West right of way line; thence South $89^{\circ}46'23''$ West 488.62 feet to the Southeast corner of Lot 701, Spring Creek Estates No. 7, thence North $15^{\circ}56'45''$ East 168.39 feet along the East line of Spring Creek Estates No. 7 to the Southeast corner of Lot 406 Spring Creek Estates No. 4, thence along Spring Creek Estates No. 4 the following three (3) courses: North $4^{\circ}57'59''$ East 75.20 feet, North $33^{\circ}07'44''$ West 75.20 feet, and North $49^{\circ}26'07''$ West 161.79 feet to the Southeast corner of Lot 508 Spring Creek Estates No. 5, thence North $0^{\circ}21'13''$ East 244.78 feet along Spring Creek Estates No. 5 to the point of beginning.

4.46 acres

EXHIBIT "D"
LIST OF ACCEPTED ENCUMBRANCES



**1518 North Woodland Park Drive
Layton, Utah 84041
(801) 774-5511 (801) 776-5262 FAX**

We appreciate your order for the title work on the property referenced below. Please find the attached title commitment for your review which contains important information regarding this transaction.

Questions?

This transaction is available on SureClose, our secure transaction management system. SureClose will take your paper mess and turn it paperless by providing all of your Real Estate and Closing documents online, anytime, anywhere. Contact your Escrow Officer at Bonneville Superior to obtain your secure login and password.

When calling regarding this real estate transaction, please reference the following information:

Escrow Officer:	Gordon Gurr
Email Address	ggurr@bonsup.com
Order Number:	168149
Property Address:	N/A
Seller:	Heber South Towne, LLC

Buyer/Borrower:	Stephen M. Flanders Susan D. Flanders
-----------------	--

Your review of the report will eliminate any surprises at the closing table, allow time to address any problems which may require your attention, provide up to date facts which may affect your clients, and assure a smooth closing.

Your business is very valuable to us. We are staffed and ready to provide you with the best service possible. If we ever fall short of your expectations, please notify us immediately as we are committed to your success.

Sincerely,

Gordon Gurr
Escrow Officer

NOTICE

Due to changes to the Good Funds requirements per Utah Code 31A-23a-406, all funds received by the Company must be made by bank wire transfer.

COMMITMENT FOR TITLE INSURANCE

Issued by



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of Insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the Policy upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.




Chairman of the Board




President


Authorized Countersignature

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security interest
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed insured and such parties included under the definition of insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>

Commitment For Title Insurance
Issued By Bonneville Superior Title Company, Inc.
Schedule A

Commitment Number: 168149
Escrow Officer: Gordon Gurr

1. **Effective date:** November 4, 2012 at 8:00 am

2. **Policy or Policies to be issued:**

(a) ALTA Owners Policy (2006)	Amount of Insurance:	\$178,400.00
Proposed Insured: Stephen M. Flanders and Susan D. Flanders	Premium:	\$654.00

(b) ALTA Loan Policy (2006)	Amount of Insurance:	
Proposed Insured:	Premium:	

(c) Endorsements:	Premium:	
(d) Other:		

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**
Fee Simple

4. **Title to the said estate or interest in said land is at the effective date hereof vested in:**

Heber South Towne, LLC, a Utah limited liability company

5. **The land referred to in this Commitment is situated in the County of Davis State of Utah, and is described as follows:**

See Attached Legal Description

Tax ID No: 08-059-0061

The following is shown for information purposes only:

The address of said property is: N/A

SCHEDULE B
Section 1

Commitment Number: 168149

REQUIREMENTS

The following requirements must be met and completed to the satisfaction of the Company before its policy of title insurance will be issued:

- 1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.***
- 2. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.***
- 3. Pay all general and special taxes now due and payable***
- 4. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Assoc. or other recognized arbitrator a copy of which is available on request and can be obtained from the Company. Any decision reached by arbitration shall be binding upon both you and Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of property jurisdiction.***
- 5. This Commitment will be subject to defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment if not cleared prior to recordation of the insured interest.***
- 6. Release(s), reconveyance(s), or satisfaction(s), of items to be paid off.***
- 7. Notice to Applicant: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.***
- 8. Notice to Applicant: The land covered herein may be serviced by districts, service companies and/or municipalities, which assesses charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.***
- 9. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.***
- 10. Standard Exceptions 1 - 7 of Schedule B, Section 2, will be eliminated from the ALTA Loan Policy and the ALTA Homeowner's Policy upon satisfaction of any underwriting requirements.***

SCHEDULE B
Section 2

Commitment Number: 168149

This policy does not insure against loss or damage (and the Company will not pay loss or damage, costs, attorney's fees or expenses) which arises by reason of:

Standard Exceptions

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.***
- 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.***
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.***
- 4. Any encroachment, encumbrance, violation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete land survey of the land and not shown by the public records.***
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.***
- 6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.***
- 7. Any adverse claim based upon the assertion that: a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof; b) the boundary of the land has been affected by a change in the course or water level of a navigable river or lake; c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands, d) easements for use of the surface of waters on the land for fishing, boating, swimming or similar activity.***

Special Exceptions

- 8. Taxes for the year 2012 have been paid with other property in the amount of \$3.01 and \$2,846.34 under old Serial No. 08-059-0054 and 08-059-0050, respectively. Current Tax ID No. 08-059-0061**
- 9. Said property is located within the boundaries of Weber Basin Water Conservancy District, Mosquito Abatement District, Central Davis Sewer Improvement District, Farmington Area Pressurized Irrigation District (451-2105) and Farmington City (451-2383), Farmington City Utah Special Improvement District No. 99-1, and Benchland Water District, and is subject to the charges and assessments levied thereunder.**
- 10. Easements and rights of way of record or enforceable in law and equity for any existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines now existing over, under or across subject property.**

SCHEDULE B
Section 2

Commitment Number: 168149

11. Easement in favor of Salt Lake Pipe Line Company, a Nevada corporation, the right of way from time to time to lay, construct, reconstruct, replace, renew, repair, maintain, operate, change the size of, increase the number of, and remove pipelines and appurtenances thereof, for the transportation of oil, petroleum, gas, gasoline, water or other substances, or any thereof, and rights incident thereto, recorded September 20, 1949, as Entry Nos. 108111 and 108112, in Book 6, Pages 483 and 485, of Official Records. (Exact location not disclosed).
12. Easement in favor of The Mountain States Telephone and Telegraph Co., the right, privilege and authority to construct, operate and maintain its lines of telephone and telegraph, including the necessary underground conduit, poles, cables, wires and fixtures, and rights incident thereto, recorded November 2, 1952, as Entry No. 126910, in Book 45, Page 255, of Official Records. (Exact location not disclosed).
13. Right of Way Grant for Sewer in favor of Central Davis County Sewer District, a perpetual right of way and easement for the purpose of digging a trench and/or making a fill along said right of way, to lay, construct, maintain, operate, repair, remove or replace a pipe line therein for the transportation of sewage, and rights incident thereto, recorded November 17, 1960, as Entry No. 214508, in Book 197, Page 651, of Official Records.
14. A Deed of Trust executed by Heber South Towne, LLC, a Utah Limited Liability Company and SLI Commercial Real Estate Co., a Utah Corporation as TRUSTOR and Bonneville Superior Title Company, Inc. as TRUSTEE, in the stated amount of \$2,202,000.00, in favor of Soderby LLC, as to an undivided 83.86% interest and Bruce D. Johnson and Mona Johnson, jointly, as to an undivided 16.14% as BENEFICIARY, dated October 26, 2011 and recorded October 26, 2011 as Entry No. 2623649, in Book 5387, Page 1082, of Official Records. (Affects this and other property.)
15. Any matters that might be disclosed by an accurate survey of said premises.

NOTE: Judgments have been checked against the following:

Haugen Rockmill Properties, LLC
Heber South Towne, LLC
Stephen M. Flanders and Susan D. Flanders

There were NO judgments found.

CHAIN OF TITLE

According to the Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

NONE

PRIVACY POLICY NOTICE

WHAT DO/DOES BONNEVILLE SUPERIOR TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Stewart Title Guaranty Company and its affiliates ("Bonneville Superior Title Company"), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA)

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Bonneville Superior Title Company, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do/does Bonneville Superior Title Company notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Bonneville Superior Title Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Bonneville Superior Title Company collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: 801-774-5511, 1518 North Woodland Park Drive, Layton, Utah 84041

Exhibit A
LEGAL DESCRIPTION

File Number: 168149

A part of the Southwest Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the South Right-of-Way line of Burke Lane, said point being 1349.73 feet North $89^{\circ}50'05''$ East along the Quarter Section line, 1172.31 feet South, and South $89^{\circ}38'45''$ East 334.90 feet from the Northwest corner of said Quarter Section; said point being the Northeast corner of Spring Creek Estates No. 5, running thence South $89^{\circ}38'45''$ East 150.94 feet along said line to the West line of the Utah Transit Authority right of way; thence South $34^{\circ}42'23''$ East 786.94 feet along said West right of way line; thence South $89^{\circ}46'23''$ West 488.62 feet to the Southeast corner of Lot 701, Spring Creek Estates No. 7, thence North $15^{\circ}56'45''$ East 168.39 feet along the East line of Spring Creek Estates No. 7 to the Southeast corner of Lot 406 Spring Creek Estates No. 4, thence along Spring Creek Estates No. 4 the following three (3) courses: North $4^{\circ}57'59''$ East 75.20 feet, North $33^{\circ}07'44''$ West 75.20 feet, and North $49^{\circ}26'07''$ West 161.79 feet to the Southeast corner of Lot 508 Spring Creek Estates No. 5, thence North $0^{\circ}21'13''$ East 244.78 feet along Spring Creek Estates No. 5 to the point of beginning.

4.46 acres

CHAPTER 12

CONSERVATION SUBDIVISION DEVELOPMENT STANDARDS

11-12-010	Purpose.
11-12-020	Applicability.
11-12-030	Definitions.
11-12-040	Development Options.
11-12-050	Approval Process.
11-12-060	Development Activities Prohibited.
11-12-065	Waiver.
11-12-068	Fee in Lieu; conservation Land Dedication.
11-12-070	Subdivision Yield Plan.
11-12-080	Sensitive Area Designation Plan.
11-12-085	Master Development Plan.
11-12-090	Dimensional Standards.
11-12-100	Design Standards.
11-12-110	Conservancy Lots.
11-12-120	Use Regulations.
11-12-130	Conservation Land Design Standards.
11-12-140	Permanent Protection of Conservation Lands.
11-12-150	Ownership of Conservation Lands.
11-12-160	Maintenance of Conservation Lands.

11-12-010 Purpose.

The purpose of this Chapter is to provide for subdivision development within Farmington City in a manner that:

- (a) Protects constrained and sensitive lands, including those areas containing sensitive and undevelopable features such as steep slopes, floodplains and wetlands, by setting them aside from development;
- (b) Conserves conservation and open space land, including those areas containing unique or natural features such as meadows, grasslands, tree stands, streams, stream corridors, flood walls, berms, watercourses, farmland, wildlife corridors and/or habitat, historical buildings and/or sites, archeological sites, and green space, by setting them aside from development;
- (c) Provides greater design flexibility and efficiency in the siting of services and infrastructure, including the opportunity to reduce length of roads, utility runs, and the amount of paving required for residential development;

(d) Reduces erosion and sedimentation by the retention of existing vegetation and the minimization of development on steep slopes and other constrained and sensitive lands;

(e) Provides for a diversity of lot sizes to accommodate a variety of age and income groups and residential preferences, so that the community's population diversity may be enhanced;

(f) Provides incentives for the creation of greenway systems and open space within the City for the benefit of present and future residents;

(g) Implements adopted City policies to conserve a variety of irreplaceable and environmentally sensitive resource lands as set forth in the Comprehensive General Plan;

(h) Implements adopted land use, environment, natural hazards, transportation, and community policies, as identified in the Comprehensive General Plan;

(i) Protects areas of the City with productive agricultural soils for continued agricultural use by conserving blocks of land large enough to allow for viable farm operations;

(j) Creates neighborhoods with direct visual and/or recreational access to constrained, sensitive and conservation land;

(k) Provides for the conservation and maintenance of constrained, sensitive and conservation land within the City to achieve the above-mentioned goals;

(l) Provides incentives and design alternatives for landowners to minimize impacts on environmental resources such as, sensitive lands, wetlands, floodplain, and steep slopes, and to minimize disturbance of natural or cultural features such as, mature woodlands, tree lines, wildlife habitats and corridors, historic buildings, and floodplain walls;

(m) Provides standards accommodating to some extent the varying circumstances and interests of individual landowners and the individual characteristics of their properties; and

(n) Conserves scenic views and elements of the City's rural and scenic character and minimizes perceived density by minimizing views of new development from existing roads.

11-12-020 Applicability.

The election to develop property as a Conservation Subdivision is voluntary and provided to developers as an alternative to development of property as a Conventional Subdivision pursuant to other applicable provisions of this Title. The intent of this Chapter and the Conservation Subdivision options is to encourage the creation and development of flexibly-designed open space subdivisions. Conservation Subdivisions may be developed within applicable agricultural and residential zones of the City. Conservation Subdivisions shall be developed in accordance with and subject to the development standards, conditions, procedures and regulations of this Chapter and with all other applicable subdivision ordinances and zoning regulations of the City which are not otherwise in conflict with the provisions of this Chapter.

11-12-030 Definitions.

For purposes of this Chapter, the following words shall have the meanings set forth herein:

(a) Conservation Land. Conservation land means land containing unique, historic, cultural, archeological, natural or other significant features, including, but not limited to, meadows, grasslands, tree stands, streams, stream corridors, flood walls, berms, watercourses, farmland, wildlife corridors and/or habitat, historic buildings and/or sites, archeological sites, and open space.

(b) Constrained and Sensitive Land. Constrained and sensitive land means land which is generally unbuildable and which contains constrained and sensitive features including, but not limited to, wetlands, floodplains, steep slopes, faults and other geologically or environmentally sensitive features.

11-12-040 Development Options.

Developers desiring to develop property as a Conservation Subdivision in accordance with and subject to the development standards, conditions, procedures and regulations of this Chapter are provided the following Conservation Subdivision development options. These options are provided as an incentive to encourage developers to designate, preserve and protect a greater percentage of their property as permanent open space.

(a) Option One: Basic Conservation. Option One Conservation Subdivision provides for residential development at the base density permitted in the relevant zone plus any corresponding density incentive as provided herein for Option One Conservation Subdivisions. In order to obtain the full density incentive permitted herein for an Option One Conservation Subdivision, the development must utilize a conservation design which sets aside and preserves all constrained and sensitive lands, natural hazards and resources, and provides the required percentage of conservation land within the development.

(b) Option Two: Enhanced Conservation. Option Two Conservation Subdivision provides for residential development at the base density permitted in the relevant zone plus any corresponding increased density incentive as provided herein for Option Two Conservation Subdivisions. In order to obtain the increased density incentive provided herein for an Option Two Conservation Subdivision, the development must utilize a conservation design which sets aside and preserves all constrained and sensitive lands, natural hazards and resources, and provides the required increased percentage of conservation land within the development.

11-12-050 Approval Process.

Applications for a Conservation Subdivision shall be submitted and processed in accordance with the requirements and procedures set forth in the City Subdivision Ordinance, including submission and approval of schematic, preliminary and final plans or plats, and any additional procedural requirements set forth in this Chapter, including, but not limited to, submission of a Subdivision Yield Plan, Sensitive Area Designation Plan and/or Master Development Plan.

11-12-060 Development Activities Prohibited.

In order to ensure the preservation and enhancement of existing conditions of certain property within the City, including, but not limited to, constrained and sensitive lands, natural and cultural resources, wildlife habitat and other unique and sensitive lands, no new development activity shall be permitted on property proposed for development as a Conservation Subdivision prior to final plat approval as provided herein. Upon final plat approval, all development activity shall be conducted in accordance with and subject to applicable permit and development approval processes required by City Ordinances, rules and regulations. For purposes of this Section, “development activity” shall include any disturbance or alteration of the property in any way, but shall not include continuation of any currently existing permitted use of the property.

11-12-065 Waiver.

Subject to the provisions set forth herein, any provision of this Chapter may be waived by the City upon a vote of not less than four (4) members of the City Council. Such waiver(s) shall be granted only in limited circumstances as deemed appropriate and necessary by the City Council. No waiver shall be granted absent a finding of good cause based upon specific special circumstances attached to the property. No waiver should be granted that would be contrary to the public interest or contrary to the underlying intent of this Chapter. Any waiver of the required minimum conservation land dedication shall require comparable compensation, off-site improvements, amenities or other consideration of comparable size, quality and/or value.

11-12-068 Fee in Lieu; Conservation Land Dedication.

In the event a proposed conservation land dedication does not, in the City's legislative discretion, produce sufficient public benefit, the City may require the payment of a fee in lieu of the dedication of conservation land. The fee to be paid to the City shall be established as follows:

- (1) The City shall establish the amount of the fee to be paid by determining the value of land of the same general characteristics as the conservation land dedication which would be required absent the application of the provisions of this section. The City's determination of value may be based on land sales data in the City's possession or reasonably available, and the basis of the City's determination shall be made available to the Applicant.
- (2) In the event the Applicant disagrees with the City's determination of the amount of the fee in lieu, the Applicant may, at its sole expense, submit an appraisal report from a licensed and Certified General Appraiser to establish the value of the proposed conservation land dedication. The value as established in a qualifying appraisal shall be the amount of the fee in lieu of conservation land dedication.
- (3) Any amount received by the City in lieu of conservation land dedication shall be set aside solely for open space and/or park acquisition and/or development.

11-12-070 Subdivision Yield Plan.

All applications for a Conservation Subdivision shall include a Subdivision Yield Plan prepared in accordance with the provisions set forth herein. The Subdivision Yield Plan is utilized to determine and calculate the base number of dwelling units for any given property to be developed as a Conservation Subdivision.

(a) **Subdivision Yield Plan.** Applicants shall prepare a Subdivision Yield Plan for the proposed project showing how the property within the project could be developed under a Conventional Subdivision layout using the dimensional standards set forth in Subsection (c). The Subdivision Yield Plan is not intended to propose or permit the actual development of the property in accordance with the dimensional standards set forth herein, but is prepared merely to determine the base number of dwelling units to be used in calculating the permitted number of dwelling units and lot size for the actual Conservation Subdivision. No subdivision may be developed in accordance with the dimensional standards set forth in Subsection (c) or a proposed Subdivision Yield Plan.

(b) **Realistic Layout.** The Subdivision Yield Plan must be drawn to scale and must exhibit a realistic layout reflecting a Conventional Subdivision layout that could

reasonably be expected to be implemented in consideration of dimensional standards set forth herein and calculating and addressing the presence of non-buildable or infrastructure areas, including, but not limited to, rights-of-way, public improvement areas, wetlands, floodplains, steep slopes, restricted areas subject to the Farmington City Foothill Development Standards, and existing easements or encumbrances. A sample Subdivision Yield Plan is set forth in Exhibit "A," attached hereto and incorporated herein by this reference, providing an example of a hypothetical Yield Plan for land zoned Large Suburban.

(c) Dimensional Standards. The Subdivision Yield Plan shall reflect the following dimensional standards:

Subdivision Yield Plan Dimensional Standards			
Zone	Lot Area	Lot Width	
		Interior	Corner
R (Residential)	8,000 s.f.	75'	85'
LR (Large Residential)	10,000 s.f.	85'	95'
S (Suburban)	15,000 s.f.	95'	100'
LS (Large Suburban)	20,000 s.f.	100'	110'
AE (Agriculture Estates)	½ Acre	100'	110'
A (Agriculture)	1 Acre	100'	110'
AA (Agriculture-Very Low Density)	5 Acre	150'	160'

(d) Approval. The Subdivision Yield Plan must be approved in writing by the City Planner for compliance with the standards and provisions of this Section prior to the submission of a Schematic Plan for a Conservation Subdivision.

11-12-080 Sensitive Area Designation Plan.

All applications for a Conservation Subdivision shall include a Sensitive Area Designation Plan prepared in accordance with the provisions set forth herein. The Sensitive Area Designation Plan shall identify all constrained and sensitive lands within the property boundaries and within four hundred (400) feet outside of the property boundaries, including, but not limited to, floodplains, wetlands, steep slopes, and restricted areas as regulated by the Farmington City Foothill Development Standards. The Sensitive Area Designation Plan shall also clearly identify all natural or cultural resources present on the property and within four hundred (400) feet outside of the property, including, but not limited to, geographic features, including, but not limited to, meadows, grasslands, tree stands, streams, stream corridors, flood walls, berms, watercourses, farmland, wildlife corridors and/or habitat; historic buildings and/or sites;

archeological sites; cultural features and green space. Some, but not all, of certain constrained and sensitive lands are designated and shown on the Farmington City Resources and Site Analysis Plan which may be utilized by applicants for the purpose of preparing a Sensitive Area Designation Plan. Applicants are solely responsible for checking and ensuring the accuracy and designation of constrained and sensitive lands and natural and cultural resources on the Sensitive Area Designation Plan for their particular project and applicable adjacent property. If site analysis, surveying and/or identification of constrained and sensitive lands and natural and cultural resources require entry onto adjacent properties, applicants are solely responsible for obtaining all required permits and/or approvals for such entry and analysis, surveying and/or identification.

11-12-085 Master Development Plan.

When deemed necessary or desirable by the City, application and approval for a Conservation Subdivision may require the submission and approval by the City of a Master Development Plan and/or Development Agreement. Such Master Development Plan and/or Development Agreement may be required by the City at any stage of the subdivision approval process.

11-12-090 Dimensional Standards.

(a) Density. The permitted density for development within a Conservation Subdivision shall be determined in accordance with the following chart, hereinafter referred to as the “Development Incentive Chart.” The percentage increases noted as the “multiplier” in the Chart are percentage increases from the base density identified in the approved Subdivision Yield Plan for the proposed development.

Option One - Development Incentive Chart				
Zone	Conservation Land	Incentive Multiplier	Typical Lot Area	Lot Size Minimum
R	10%	0%	7,200 s.f.	6,500 s.f.
LR	10%	0%	9,000 s.f.	7,500 s.f.
S	15%	0%	12,750 s.f.	9,000 s.f.
LS	25%	5%	14,286 s.f.	10,000 s.f.
AE	25%	5%	14,286 s.f.	10,000 s.f.
A	30%	10%	25,455 s.f.	14,000 s.f.
AA	30%	10%	138,600 s.f.	14,000 s.f.

Option Two - Development Incentive Chart				
Zone	Conservation Land	Incentive Multiplier	Typical Lot Area	Lot Size Minimum
R	15%	10%	6,182 s.f.	5,500 s.f.
LR	15%	10%	7,727 s.f.	6,500 s.f.
S	20%	15%	10,435 s.f.	8,000 s.f.
LS	30%	20%	11,667 s.f.	9,000 s.f.
AE	30%	20%	11,667 s.f.	9,000 s.f.
A	40%	20%	20,000 s.f.	12,000 s.f.
AA	40%	20%	108,900 s.f.	12,000 s.f.

(b) **Minimum Required Conservation Land.** All Conservation Subdivisions shall provide at least the minimum percentage of conservation land within the Conservation Subdivision as set forth in the Development Incentive Chart in Subsection (a). The minimum percentage of required conservation land for any given Conservation Subdivision shall be calculated based upon the total acreage of property within the proposed subdivision less areas containing constrained and sensitive lands. Required conservation land shall not include any constrained or sensitive lands as defined herein. Except as otherwise provided herein, conservation land shall not be included within any residential lot.

(c) **Lot Area.** The lot area and minimum lot size for lots within a Conservation Subdivision shall be determined in accordance with the Development Incentive Chart set forth in Subsection (a). The typical lot area is likely to be much closer in size to the established threshold for each zone because that lot size can be delivered by developers while still meeting the minimum conservation land requirements set forth herein.

(d) **Lot Width at Building Line.** The minimum lot width at the building line for main buildings within a Conservation Subdivision shall be seventy-five (75) feet, except in the R and LR zones the minimum lot width shall be sixty (60) feet.

(e) **Street Frontage.** The minimum street frontages for lots within a Conservation Subdivision shall be determined in accordance with the street frontage regulations provided for the relevant zone.

(f) **Yard Regulations.** The builder or developer of a Conservation Subdivision may consider variations in the principal building position and orientation, but shall observe the following minimum standards for buildings within a Conservation Subdivision. Exceptions to these minimum setback regulations may be approved by the

City, in its sole discretion, during plat approval process when deemed appropriate and desirable under the circumstances.

- i. Front Setback. The minimum front yard setback for main buildings in a Conservation Subdivisions shall be twenty (20) feet . Notwithstanding the foregoing, the minimum front yard setback for attached garages which extend past the front of the dwelling towards the front property line in any Conservation Subdivision shall be thirty (30) feet.
- ii. Rear Setback. The minimum rear yard setback for main buildings within a Conservation Subdivisions shall be thirty (30) feet.
- iii. Side Setback. The minimum side yard setback for main buildings within a Conservation Subdivision shall be ten (10) feet
- iv. Side Corner Setback. The minimum side corner setback for main buildings within a Conservation Subdivision shall be fifteen (15) feet from the property line in compliance with clear vision standards set forth in Section 11-28-150 of this Title.
- v. Accessory buildings on lots less than ½ acre in size shall be located at least six (6) feet to the rear of the dwelling, shall not encroach on any recorded easement, shall not occupy more than twenty-five percent (25%) of the rear yard, and shall be located at least fifteen (15) feet from any dwelling on an adjacent lot. Such buildings may be located within one (1) foot of the side or rear property line. Accessory buildings shall, without exception, be subordinate in height and area to the main building.
- vi. Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not less than ten (10) feet from any side or rear property line and one hundred (100) feet from any public street or from any dwelling on an adjacent property.
- vii. A detached garage, or other architecturally compatible structure as approved by the Planning Commission, may be located in the side yard of a lot providing that a six (6) foot separation is maintained from the residence and all front, side, and rear setbacks are provided as specified in Section 11-11-050.
- viii. On double-frontage lots, accessory buildings shall be located not less than twenty-five (25) feet from each street upon which the lot has frontage.

- (g) Building Height on lots less than one-half (½) acre.
 - (1) Main buildings:
 - i. Main buildings shall not exceed twenty-seven (27) feet in height;
 - ii. No dwelling or structure shall contain less than one story.
 - (2) Accessory buildings or structures shall not exceed fifteen (15) feet in height unless an increased height is approved by the Planning Commission after review of a conditional use application filed by the property owner. No fee shall be assessed for such application.
- (h) Accessory buildings on lots greater than ½ acre in size shall meet the setback and height requirements of the underlying zone in which they are located.

11-12-100 Design Standards.

- (a) Individual Lots. Individual lots in Conservation Subdivisions shall be laid out pursuant to the dimensional standards set forth herein. Except as otherwise provided for herein, individual residential lots shall not encroach upon or contain any of the required minimum designated conservation land for the Subdivision or any constrained or sensitive lands, as defined herein.
- (b) Buffer from Road. All new dwellings shall be arranged and located a minimum of eighty (80) feet from all external roads with a functional classification higher than a local street.
- (c) Views of Houselots. Views of houselots from exterior roads and abutting properties shall be minimized by the use of changes in topography, existing vegetation, or additional landscaping which meets the City's landscaping requirements for residential subdivisions.
- (d) Access. Houselots shall be accessed from interior streets, rather than from roads bordering the tract.
- (e) Abut Conservation Lands. At least half of the lots shall directly abut conservation land or face conservation land across a street.

(f) Conservation Lands. Standards pertaining to the quantity, quality, configuration, use, permanent protection, ownership, and maintenance of the conservation land within a Conservation Subdivision shall be complied with as provided herein.

(g) Constrained and Sensitive Lands. Restrictions and regulations regarding the preservation, protection, ownership and maintenance of constrained and sensitive lands within a Conservation Subdivision shall be complied with as provided herein.

11-12-110 Conservancy Lots.

(a) Conservancy Lots. Conservation land and constrained and sensitive land may be included within individual residential lots in limited circumstances when such areas can be properly protected and preserved in accordance with the intent and purpose of this Chapter. Such lots shall be known and referred to as “Conservancy Lots” and must be approved by the City in conjunction with the subdivision approval.

(b) Minimum Conservancy Lot Size. The minimum acreage required for any Conservancy Lot containing conservation land shall be determined in accordance with the following chart:

Zone	Yield Plan Lot Size	Minimum Lot Size for Conservancy Lots Containing Conservation Land	
		Large Subdivisions *	Small Subdivisions
R	8,000 s.f.	1.5 acre (60,000 s.f.)	One conservancy lot not meeting minimum lot standards referred to herein for conservancy lots may be approved at the discretion of the City Council.
LR	10,000 s.f.	2.0 acre (80,000 s.f.)	
S	15,000 s.f.	2.5 acre (100,000 s.f.)	
LS	20,000 s.f.	3.0 acre (120,000 s.f.)	
AE	½ acre	4 acre	
A	1 acre	5 acre	
AA	5 acre	10 acre	

* Large subdivisions means those developments where 80% of the required conservation land is equal to or exceeds the minimum required lot size referenced herein for conservancy lots.

(c) Regulations. Conservation land and constrained and sensitive land within a Conservancy Lot shall remain subject to all regulations and requirements for such land as set forth herein, including, but not limited to, use, design, maintenance, ownership and permanent protection.

11-12-120 Use Regulations.

(a) Subdivision. Subject to use and development restrictions of constrained and sensitive lands as set forth herein, land within Conservation Subdivisions may be used for the following purposes:

- (1) Permitted Uses. Any uses permitted in the relevant zone.
- (2) Conservation Land. Conservation land, subject to the use and development restrictions of conservation land as set forth herein.
- (3) Accessory Uses. Any permitted accessory uses as provided in the relevant zoning regulations.

(b) Conservation Land. Conservation land may be used for the following purposes:

- (1) Permitted Uses. The following uses are permitted in conservation land areas:
 - (A) Conservation of open land in its natural state; *e.g.*, meadow, grassland, tree stands, farmland, etc.
 - (B) Agricultural and horticultural uses, including raising crops or Class “B” livestock and associated buildings that support an active, viable agricultural or horticultural operation, excluding commercial livestock operations involving swine, poultry, and mink.
 - (C) Pastureland for sheep, cows and horses.
 - (D) Equestrian facilities for Class “B” animals.
 - (E) Underground utility easements for drainage, access, sewer or water lines, or other public purposes.
 - (F) Above-ground utility and street rights-of-way may traverse conservation land if permitted under City Ordinances; provided, areas encumbered by such facilities and/or rights-

of-way shall not be counted towards the minimum required conservation land for the Subdivision.

- (2) Conditional Uses. The following uses shall be considered as conditional in conservation land areas:
 - (A) Agricultural uses, not otherwise permitted; including Class “C” Animals, but excluding commercial livestock operations involving swine, poultry and mink.
 - (B) Wholesale nurseries and associated buildings that are specifically needed to support active, viable horticultural operations.
 - (C) Silviculture, in keeping with established standards for selective harvesting and sustained-yield forestry.
 - (D) Neighborhood open space uses such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses specifically excluding motorized off-road vehicles, rifle ranges, and other uses similar in character and potential impact.
 - (E) Active non-commercial recreation areas, such as playing fields, playgrounds, courts, and bikeways.
 - (F) Golf courses, not including miniature golf.
 - (G) Water supply and sewage disposal systems, and stormwater detention areas designed, landscaped, and available for use as an integral part of the conservation land.
 - (H) Fencing, when deemed necessary and appropriate for the particular use, condition, purpose and/or location of the conservation land.
- (3) Prohibited Uses. Except as otherwise approved and permitted by the City as a permitted or conditional use in conjunction with the Conservation Subdivision approval, the following uses shall be considered prohibited in conservation land areas:
 - (A) Any residential, commercial or industrial activity;

- (B) Any development, construction or location of any man-made modification or improvements such as buildings, structures, roads, parking lots, or other improvements;
- (C) Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the property;
- (D) Any dumping or storing of ashes, trash, garbage or junk;
- (E) Burning of any materials, except as necessary for agricultural, drainage and fire protection purposes;
- (F) The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles, except as may be necessary to maintain and operate the property and/or utility facilities within the property;
- (G) Hunting or trapping for any purpose other than predatory or problem animal control;
- (H) Advertising of any kind or nature and any billboards or signs; provided, directory and information signs may be displayed describing the easement and prohibited or authorized use of the same;
- (I) Any cutting of trees or vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses;
- (J) The change, disturbance, alteration, or impairment of significant natural ecological features and values of the property or destruction of other significant conservation interests on the property;
- (K) The division, subdivision or de facto subdivision of the property;
- (L) Changing the topography of the property by placing on it any soil, dredging spoils, land fill, or other materials,

except as necessary to conduct specific permitted purposes;
and

- (M) All other uses and practices inconsistent with and detrimental to the stated objectives and purpose of the easement.

(c) **Constrained and Sensitive Lands.** No development or residential uses shall be permitted within constrained and sensitive lands.

11-12-130 Conservation Land Design Standards.

Designated conservation land within a Conservation Subdivision shall meet the following standards:

(a) **Significant Areas and Features.** Conservation land should include the most unique and sensitive resources and locally significant features of the property within the Subdivision such as meadows, grasslands, tree stands, streams, stream corridors, flood walls, berms, watercourses, farmlands, wildlife corridors and/or habitat, historic buildings and/or sites, archeological sites, cultural features, green space, scenic views, etc.

(b) **Contiguous Land.** Conservation lands within a development shall be contiguous to provide for large and integrated open space areas within the Subdivision. Non-contiguous parcels of conservation lands may be approved by the City during plat approval process upon a finding that such exception is necessary and/or desirable based upon consideration of the size of the project, the size of the conservation parcels, the types of features and resources included within the conservation lands, and other relevant considerations. Long thin strips of conservation land (less than one hundred (100) feet wide) are prohibited, unless approved by the City during plat approval process upon a finding that such configuration of the conservation land is necessary and/or desirable to connect other significant areas, to protect linear resources such as streams or trails, or to provide a buffer.

(c) **Open Space Network Connection.** Conservation land within a Conservation Subdivision shall be designed and laid out as part of a larger continuous and integrated open space system in general accordance with the Farmington Resource and Site Analysis Plan to ensure that an interconnected network of open space will be provided throughout the City.

(d) **Visibility.** Conservation land shall be located and designed within the Conservation Subdivision to add to the visual amenities of neighborhoods and to the surrounding area by maximizing the visibility of internal open space. Such enhanced visibility of conservation land may be accomplished through design and location of such

open space as terminals at the ends of streets or along “single-loaded” street segments, particularly along the outside edges of street curves, and by maximizing the visibility of external open space as perimeter “greenbelt” conservation land.

(e) Resource Uses. A substantial amount of the minimum required conservation land may be devoted to active resource uses such as agriculture, horticulture, or equestrian uses; provided, at least twenty percent (20%) of the minimum required conservation land remains available for the common use and enjoyment of the subdivision residents or the public.

(f) Recreational Uses. A substantial amount of the minimum required conservation land may be comprised of active recreation facilities such as playing fields, golf courses, tennis courts, etc., exclusive of parking lots; provided, at least twenty percent (20%) of the minimum required conservation land remains available for common use and enjoyment of the subdivision residents or the public.

(g) Buffering. Conservation land shall be designed to provide buffers and to protect scenic views as seen from existing roadways and from public parks. Where the proposed development abuts a national forest or other public park, open space, wildlife sanctuary or preserve, a natural greenway buffer at least fifty (50) feet wide shall be provided within the development along its common boundary with said land, within which no new structures shall be constructed, nor shall any clearing of trees or understory growth be permitted (except as may be necessary for street or trail construction or fire safety). Where this buffer is unwooded, the City may require vegetative screening to be planted at developer’s sole cost and expense and/or that the buffer be managed to encourage natural forest succession through ‘no-mow’ policies and the periodic removal of invasive alien plant and tree species.

(h) Pedestrian Access. Developer shall provide adequate pedestrian access to conservation land which is open to public or resident use.

(i) Maintenance Access. Developer shall provide sufficient maintenance access to all conservation land and constrained and sensitive lands within the Conservation Subdivision.

(j) Landscaping. All conservation land that is not wooded, farmed, or maintained as conservation meadows, grassland, or other approved open space, shall be landscaped at developer’s sole cost and expense in accordance with landscaping requirements for subdivisions.

11-12-140 Permanent Protection of Conservation Lands.

(a) Conservation Easement. All conservation land shall be permanently restricted from future development by a conservation easement or other method of protection and preservation acceptable to the City. Under no circumstances shall any development be permitted in the conservation land at any time, except for those permitted or conditional uses listed herein and approved in conjunction with the Conservation Subdivision. All conservation easements, or other acceptable method of protection and preservation of the conservation land within a Conservation Subdivision, shall be approved by the City and recorded prior to or concurrent with the recording of the final plat for the Conservation Subdivision.

(b) Terms and Conditions. All conservation easements, or other acceptable method of protection and preservation of the conservation land within a Conservation Subdivision, shall be in substantially the same form as the standard conservation easement form provided by the City and shall include, at a minimum, the following terms and/or conditions:

- (1) legal description of the easement;
- (2) description of the current use and condition of the property;
- (3) permanent duration of easement;
- (4) permitted and conditional uses;
- (5) prohibited development and/or uses;
- (6) maintenance responsibilities and duties; and
- (7) enforcement rights and procedures.

(c) Grantee. Unless otherwise approved by the City, the grantee of a conservation easement shall consist of one of the following acceptable entities which entity shall be qualified to maintain and enforce such conservation easement: land trust, conservation organization or governmental entity. The City may, but shall not be required to, accept, as grantee, a Conservation Easement encumbering conservation lands within a Conservation Subdivision, provided there is no cost of acquisition to the City for the easement and sufficient access to and maintenance responsibilities regarding the conservation land are provided.

11-12-150 Ownership of Conservation Lands.

(a) Undivided Ownership. Unless otherwise approved by the City and subject to the provisions set forth in this Chapter, the underlying fee ownership of the conservation land shall remain in single ownership and may be owned and maintained by one of the following entities: homeowners' association, land trust, conservation organization, governmental entity, or private individual.

(b) Property subject to a conservation easement, or other acceptable method of protection and preservation, shall not be subdivided.

(c) Owners' Association. Conservation land may be held in common ownership by a condominium homeowners' or other acceptable owners' association, subject to all of the provisions for owners' associations set forth in State regulations and the City's Subdivision regulations. In addition, the following regulations shall be met:

- (1) A description of the organization of the proposed association, including its by-laws, and all documents governing ownership, maintenance, and use restrictions for conservation land, including restrictive covenants for the Subdivision, shall be submitted by the developer with the Preliminary Plat application.
- (2) The proposed association shall be established and operating (with financial subsidization, if necessary) prior to or concurrent with the recording of the Final Plat for the Subdivision.
- (3) Membership in the association shall be mandatory for all purchasers of property within the Subdivision and their successors in title.
- (4) The association shall be responsible for maintenance and insurance of conservation land.
- (5) The by-laws of the association and restrictive covenants for the Subdivision shall confer legal authority on the association to place a lien on the real property of any member who falls delinquent in dues. Such dues shall be paid with the accrued interest before the lien may be lifted.
- (6) Written notice of any proposed transfer of conservation land by the association or the assumption of maintenance for the conservation land must be given to all members of the association and to the City no less than thirty (30) days prior to such event.
- (7) The association shall have adequate staff to administer, maintain, and operate such conservation land.

11-12-160 Maintenance of Conservation Lands.

(a) Costs. Unless otherwise agreed to by the City, the cost and responsibility of maintaining conservation land shall be borne by the owner of the underlying fee of the conservation land.

(b) Plan. The developer shall submit a Maintenance Plan providing for and addressing the means for permanent maintenance of the conservation land within the proposed Conservation Subdivision with the Preliminary Plat application for the Subdivision. The Maintenance Plan shall provide the following:

- (1) The Plan shall define ownership.
- (2) The Plan shall establish necessary regular and periodic operation and maintenance responsibilities for the various kinds of open space (*e.g.*, lawns, playing fields, meadow, pasture, wetlands, stream corridors, hillsides, cropland, woodlands, etc.).
- (3) The Plan shall estimate staffing needs, insurance requirements, and associated costs, and define the means for funding the maintenance of the conservation land and operation of any common facilities on an on-going basis. Such funding plan shall include the means for funding long-term capital improvements as well as regular yearly operating and maintenance costs.
- (4) At the City's discretion, the applicant may be required to escrow sufficient funds for the maintenance and operation costs of common facilities for up to one year.

(c) Approval. The Maintenance Plan must be approved by the City prior to or concurrent with Final Plat approval for the Subdivision. The Maintenance Plan shall be recorded against the property and shall include provisions for the City's corrective action rights as set forth herein. Any changes or amendments to the Maintenance Plan shall be approved by the City.

(d) Failure to Maintain. In the event that the organization established to maintain the conservation land and the common facilities, or any successor organization thereto, fails to maintain all or any portion thereof in reasonable order and condition, the City may assume responsibility, as a right but not an obligation, for maintenance, in which case any escrow funds may be forfeited and any permits may be revoked or suspended.

(e) Corrective Action. The City may enter the premises and take corrective action, including extended maintenance. The costs of such corrective action may be charged to the property owner and may include administrative costs and penalties. Such costs shall become a lien on said properties. Notice of such lien shall be filed by the City in the County Recorder's office. The Maintenance Plan and all other documents creating or establishing any association or conservation organization for the property shall

reference the City's corrective action authority set forth herein and shall be recorded against the property.

Formerly "Residential Zone R-22", repealed 4/1/92, Ord. 92-08
Recodified as "Multiple Family Residential Zones", 4/15/92, Ord. 92-14
Chapter 12 Amended, 12/8/93, Ord. 93-44
11-12-106 Amended, 3/2/94, Ord. 94-12
11-12-104(1) Amended, 4/19/95, Ord. 95-15
Recodified from Chapter 12 to Chapter 13, 4/21/99, Ord. 99-19
New Chapter 12 Adopted, 4/21/99, Ord. 99-21
Chapter 12 Amended and Recodified, 10/17/01, Ord. 2001-38
Amended - 4/19/06 11-12-090 (f) Yard Regulations
Amended 11-12-090(f) & enacted 11-12-090(g) & (h); 10/3/06 Ord. 2006-68
Amended 11-12-090(f)(1) & 11-12-090 (f)(5) 08/18/2011 Ord. 2011-10
Enacted 11-12-068 Fee in Lieu; Conservation Land Dedication 05/17/2011 Ord. 2011-10

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2013

S U B J E C T: Sales Tax Audit with Econowest for Station Park

ACTION TO BE CONSIDERED:

Approve the attached Memorandum of Understanding between Farmington City and Econowest Associates to conduct a sales tax audit for the Station Park Development.

GENERAL INFORMATION:

See enclosed staff report prepared by Dave Millheim.

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



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: February 26, 2013

SUBJECT: **SALES TAX AUDIT WITH ECONWEST FOR STATION PARK**

RECOMMENDATION

Approve the attached Memorandum of Understanding between Farmington City and Econowest Associates to conduct a sales tax audit for the Station Park Development.

BACKGROUND

Sales tax revenues are up as a direct result of new businesses at Station Park. Those sales tax revenues come in two forms. The first is revenues received from the City's portion of retail sales tax of goods and services stemming from the new stores opening. We are pretty confident most of this new business is being reported correctly. We are not as confident of the second source being correctly reported which are for the construction materials going into the project which Farmington should get credit for. Those materials are in the millions of dollars and result in a one time windfall for Farmington or an unknown loss if not properly reported. In previous Council meetings, we have discussed the need to perform a sales tax audit and the limited window we have to conduct such a review. After considerable discussions with the principals of Econowest Associates, we have clarified terms for such a study and are recommending approval so that we can capture any sales tax we may be losing through improper reporting.

Staff would point out that Doug MacDonald is a former State Economist with the State Tax Commission and Don Bosch is the former Director of Auditing for the State Tax Commission. They are uniquely qualified to address this project and have the professional contacts to see it to a successful completion.

Respectfully Submitted

Dave Millheim
City Manager

MEMORANDUM OF UNDERSTANDING
BETWEEN FARMINGTON CITY CORPORATION AND
ECONOWEST ASSOCIATES, INC.

Econowest Associates, Inc. (Econowest), a subchapter S corporation in Utah, plans to work with Farmington City Corporation (Farmington), and encourage subcontractors, contractors and/or CenterCal Properties, LLC to maximize direct sales tax payments into Farmington in the building and completion of the Station Park project.

Scope of the Project:

1. Econowest will meet with subcontractors, contractors of CenterCal to encourage them to 1) complete accurate sales tax returns to the Tax Commission in the future, 2) amend old returns from past projects, and 3) set up a tracking system so that Farmington can be assured of accurate and complete returns in the future.
2. Econowest will work with Farmington to review its list of sales tax accounts and match them with business licenses to ascertain any escaping taxpayers.
3. Econowest will create a tracking system for Farmington that will help them keep track of taxpayers in the future.

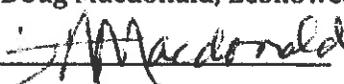
Econowest Team:

1. Doug Macdonald, President, former chief economist of the Utah State Tax Commission, 1979-2006.
2. Donald Bosch, Associate, former director of the auditing division of the Utah State Tax Commission, 1965-1998.
3. Lindsay Poelman, Associate, CPA, former tax accountant with Deloitte & Touche, Los Angeles, California, 2006-10.

Payment for Station Park Sales Tax Project:

Farmington promises to pay Econowest a 20% recovery fee up to \$25,000 on sales or use tax payments to the city for the past 12 months and the next 24 months from vendors added to Farmington's sales taxpayer list, including former vendors who send in amended returns that adds sales or use tax to Farmington.

Signed,

Doug Macdonald, Econowest _____, Farmington
 Date 2/26/13 _____ Date _____

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2013

S U B J E C T: Minute Motion Approving Summary Action List

1. Approval of Minutes from February 12, 2013 and February 19, 2013
2. Eastwood Cove Subdivision Memorandum of Understanding
3. UTA Agreement for Lagoon Shuttle
4. Service Agreement with iWORQ Systems

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

**FARMINGTON CITY
SPECIAL CITY COUNCIL MEETING
February 12, 2013**

Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Cindy Roybal, Jim Talbot and Jim Young, City Manager Dave Millheim, City Finance Director Keith Johnson, Parks & Recreation Director Neil Miller, Recreation Coordinator Rich Taylor, Parks Superintendent Colby Thackeray, Recreation Coordinator Sylvia Clark, City Development Director David Petersen, Public Works Director Walt Hokanson, Police Chief Wayne Hansen, Fire Chief Guido Smith, and City Recorder Holly Gadd

CLOSED SESSION

Motion:

At 6:00 p.m. **Jim Talbot** made a motion for the Council to go into a closed meeting to discuss the acquisition of real property. The motion was seconded by **Cory Ritz** and approved by Council Members **Bilton, Ritz, Roybal, Talbot** and **Young**.

Sworn Statement

I, **Scott C. Harbertson**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session and that no other business was conducted while the Council was so convened in a closed meeting.

Scott C. Harbertson, Mayor

Motion:

Note: The Council failed to make a motion to go out of closed meeting. The regular session began at 8:00 p.m.

REGULAR SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Cindy Roybal, Jim Talbot and Jim Young, City Manager Dave Millheim, City Development Director David Petersen and City Recorder Holly Gadd

Econowest Associates, Inc.

Mayor Harbertson met with **Doug Macdonald** of Econowest several weeks ago, and he suggested that the City look into receiving a tax reimbursement from the construction costs of the Station Park project. The **Mayor** reviewed the proposal he submitted but is not convinced it is the right proposal. **Dave Millheim** explained that construction costs should be reported, but the City has no way of knowing if that is happening. If the costs are reported, the City benefits; if they are not the City could lose a significant amount of money. **Jim Young** asked why the City could not determine the amounts on its own, and the City Manager replied that he has

never done it and does not know the right people to contact. **Doug Macdonald** is the former economist for the State Tax Commission and knows the process of auditing contractors and determining if sales taxes are being reported correctly. **Cory Ritz** suggested a \$25,000 cap, and **Jim Talbot** and **John Bilton** agreed.

Motion:

Jim Young made a motion to authorize Econowest Associates, Inc. to look into the matter of whether construction sales taxes are being properly reported, and the City will pay Econowest a minimum of \$1,500 or 20% of the savings with a maximum not to exceed \$25,000 for this service. The motion was seconded by **Jim Talbot** and approved by Council Members **Bilton, Ritz, Roybal, Talbot** and **Young**.

First Supplementary Development Agreement in conjunction with the Alternative Review Process for approval of an “Additional Project Master Plan” for Park Lane Commons

The **Mayor** asked each Council Member to share their thoughts.

John Bilton reviewed all of the paperwork which was submitted by staff and the applicant. He also reviewed the City’s General Plan, Ordinance, and form-based code in preparation for this meeting. He found two inconsistencies between the December 4, 2012 staff report and this report. THC was intimately involved in the process of designing and creating the form-based code which comprises Chapter 11. CenterCal requested several variances, and the City Council/Planning realized that an alternative review process would be helpful, so Section 114 was created. Three issues have been dealt with repeatedly: (1) the height of the sign; (2) the treatment and cross section of the street; and (3) the public/private nature of the sidewalk and bringing the buildings to the curb as required by the form based code. He struggles with the idea that every application in this development may require this type of effort because no one is willing to fit within the code. He pointed out that the **Mayor** has been very open and willing to discuss the issues and meet numerous times. Because of the work performed by the SPARC and the Planning Commission and the fact that throughout this entire process a single tenant was driving this proposal, he would not approve the First Supplemental Developmental Agreement for Park Lane Commons.

Jim Talbot said he has been vacillating between the two recommendations which both have validity. He is frustrated that the same issues are being raised again. He would like to hear all of the comments by the Council before he makes a decision, but a 35-foot sign is too low, and 70 feet is too high. He would vote for a 45-foot sign, 10-foot sidewalks, a change in the termination clause from 3 to 5 years and the time period for approval to lapse at least 45 days. He agreed that the Council should seriously consider the conclusions made by the SPARC.

Cindy Roybal expressed appreciation for the work that was performed during this entire process. She showed photos of sidewalks and high end shops in Scottsdale, Arizona as examples. She was disappointed that an asphalt trail, trees and side treatments, and a portion of the Country Club on Shepard Lane were all removed for the purpose of “calming traffic”. It was a mistake and removed the feeling of beauty in the area. She does not think a 10-foot wide sidewalk in this area would ever be necessary and does not want that much concrete. She asked what the standard width for side treatments is and said she would compromise with an 8-foot sidewalk and a 55-foot sign.

David Peterson said the City's standard for many years was a 4-foot sidewalk and 4-foot park strip, but in 1999 the City Council made a strategic move and increased the width for both to 7-½ feet. Two examples in Farmington are the parking strips on Main Street (15 feet), and the sidewalk in front of the theatres in Station Park which is 6 feet wide at its most narrow point. There may be a much higher density in this area in years to come as some predictions foresee five million residents on the Wasatch Front in 30 years.

Doug Thimm, Architectural Nexus, explained that pathways are set up for people to pass in opposite directions. Four-foot sidewalks are too narrow; six-foot sidewalks allow people to pass comfortably. When there are events or seating, more width is recommended. Side treatments used to be 3-4 feet wide, but most landscape architects refer to those as "tree coffins" because there are not wide enough for the root ball of a tree to remain vigorous and healthy. Six to eight feet is considered a realistic and reasonable width.

Cory Ritz has also vacillated on these issues. He thanked **Cindy** for the photos showing what other cities have done. He agreed that the Council needs to honor and respect the effort that has been put into this process thus far. A sign height of 35 feet is too low, 70 feet is too high, and he does not want a forest of pylon signs scattered throughout this project. He prefers a 10-foot sidewalk and does not want the approval time frame to go beyond 60 days.

Jim Young said Section 114 has become the bane of the Council's existence—it would be much easier to stick to the form-based code. He agreed that the Council should make a final decision and would approve a 65-foot sign, 5 years and 45 days on Items d and g and suggested that staff, THC and the City Attorney work out the other loose ends.

Scott Harwood said "project" is not clearly defined, and it was determined that a condition could be added stating that "project" is defined by Exhibits F and G. He pointed out that the market will drive the development—they cannot construct buildings and let them sit empty. He is concerned about the City Attorney's comments and the fact that there was no dialog regarding the elements that were removed. THC has tried to make the Agreement as simple as possible, but the language is critical. The Exhibits are key pieces because they set the standards for this development. THC thought the screen wall for the drive through was agreed upon during the December 4, 2012 meeting. The Agreement states that the private streets must meet City standards, but the streets in Park Lane Village do not. The **Mayor** said the City encounters too many problems when private streets do not meet City standards. THC has worked through most of the other issues, but they were confused by the comment that they should incorporate all of the SPARC recommendations into their "MDGs".

Mayor Harbertson stated that he would like the sign to be an icon or landmark which represents the entire 70 acres rather than a single tenant and asked if other tenants in the 4-acre area would be included on the sign. A phrase in the Agreement states: "four large project signs", and he asked what those signs would be advertising and how large they would be. THC said the phrase matches the language in CenterCal's Agreement exactly. The **Mayor** would be okay with a 45-50 height, and he would like a 10-foot sidewalk with planters and benches that would welcome pedestrians.

David Petersen said the Associate City Planner added the comments regarding MDGs, and there were very few comments from the SPARC because there were no clear guidelines.

They received one comment about the parking which questioned the wisdom of locking into 4 spaces per 1000 square feet. Staff is fine with more flexibility on the parking.

Dave Millheim advised the Council to be very clear with the motion and said approving the Agreement with a condition to work out the details with the City Attorney at a later time is a course of action destined for failure. Also, the Agreement should not be left open ended as to when the obligations are supposed to be fulfilled. There was additional discussion of all of the issues previously mentioned. **John Bilton** said that if conditions d, e, and f could be solved equitably and with precision and the cloud that sits upon this now could be removed, he may be consider approval of staff's recommendation #2.

Motion:

John Bilton made a motion to follow staff's recommendation #1 and not approve the First Supplemental Development Agreement for Park Lane Commons for the supplementary "additional project master plan" as submitted for Park Lane Commons, subject to findings established previously by the Planning Commission on November 1, 2012, as well as by the SPARC, and by Staff as set forth in the attached supplemental information. There was no second to the motion and it died.

Motion:

Cory Ritz made a motion to follow staff's recommendation #1 as stated in the staff report with the cloud removed so that the City Council can approve it in one week. **Dave Millheim** said he did not know what that meant. **Cory Ritz** withdrew his first motion and made a motion to adopt recommendation #1 with the stipulation that the Council will remove the cloud and give direction to staff so that in one week the Agreement will be ready for approval. **John Bilton** seconded the motion but asked if it could be amended to state that the "cloud" is recommendation #2, items a-h, and another "cloud" may be **Scott Harwood's** response to **David Petersen's** letter dated Feb. 11, 2013. **Dave Millheim** asked if he could restate the motion. The Council will deny the First Supplemental Development Agreement as drafted but will review Items a-h and the "four large project signs" reference on p. 6 (3.5.2.2) will be deleted. Council Member **Bilton** approved the motion, Council Members **Ritz, Roybal, Talbot** and **Young** did not approve, and the motion died.

Motion:

Jim Talbot made a motion to approve the First Supplemental Development Agreement for Park Lane Commons subject to conditions a – h as outlined in the staff report and the following amendments:

- a. The sign, including the cap, will not exceed 50 feet in height;
- b. Remains the same;
- c. Remains the same;
- d. Exhibits f and g define "project", and the termination clause will be changed to 5 years;
- e. Remains the same;
- f. Is eliminated;
- g. The approval time will be 45 days, and Section 3.5.2.2 (p. 6) will be eliminated.

Jim Young seconded the motion. **Dave Millheim** expressed concern about Item 3 and asked the City Planner if the SPARC recommendations were included. **David Petersen** said the comments were included in a memo he sent to THC on Jan. 30, 2013. The Council discussed the comments and concluded that 1, 4, 5, 6, and 7 were editorial comments only and that comments 2 and 3 should be added as conditions. **Jim Talbot** amended his motion to state that Item e will include Items 2 and 3 from the memo. **David Petersen** said THC initiated the Agreement which staff responded with several red line changes by them and the City Attorney. The response from THC came two days after the deadline, so they still have some concerns. The **Mayor** asked for a vote on **Jim Talbot's** original motion, and Council Member **Young** approved it. Council Members **Bilton, Ritz, Roybal, and Talbot** did not approve, and the motion failed 4-1.

Motion:

Jim Talbot made a motion to follow staff's recommendation not to approve the First Supplemental Development Agreement for Park Lane Commons for the supplementary "additional project master plan" as submitted for Park Lane Commons, subject to findings established previously by the Planning Commission on November 1, 2012, as well as by the SPARC, and by Staff as set forth in the attached supplemental information and with the following conditions:

- a. The sign, including the cap, will not exceed 50 feet in height;
- b. The sidewalks along Station Parkway shall be 10' wide-outside the public right-of-way and the landscape buffer shall be 9'6" wide the length of the project from Grand Avenue going north towards Burk Lane;
- c. The City must enter into a Public Improvements Extension Agreement with the Developer to allow for a future sidewalk to be installed as deemed necessary by the City along the east side of Station Parkway from Grand Avenue going south to Park Lane;
- d. The termination clause will change to 5 years;
- e. THC and staff will work out Items #2 and #3 in the Jan. 30, 2013 memo;
- f. The Agreement will be updated to include the City Attorney's revisions as constituted following discussion with THC;
- g. Extended from 30 days to 45 days;
- h. The definition of "project" is in Exhibits f and g of the staff report;
- i. Section 3.5.2.2 on p. 6 of the Agreement will be eliminated.

Cory Ritz seconded the motion which was approved by Council Members **Bilton, Ritz, Talbot and Young**. Council Member **Cindy Roybal** did not approve the motion.

ADJOURNMENT

Motion:

Cory Ritz made a motion to adjourn the meeting. The motion was seconded by **Jim Talbot** and approved by Council Members **Bilton, Ritz, Roybal, Talbot and Young**. The meeting was adjourned at 11:00 p.m.

Holly Gadd, City Recorder
Farmington City Corporation

DRAFT

FARMINGTON CITY COUNCIL MEETING

February 19, 2013

WORK SESSION

Present: Mayor Scott Harbertson, Council Members Cory Ritz, Cindy Roybal, Jim Talbot and Jim Young, City Manager Dave Millheim, Development Director David Petersen, Associate City Planner Christy Alexander, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Council Member John Bilton attended the meeting from 6:35 until 6:45 p.m. and was then excused.

SUMMARY ACTION

1. **Approval of Minutes from February 5, 2013** – There were two amendments to the February 5, 2013 minutes.
2. **Proposed Spring Creek Estates Open Space Conservation Easement** – The Council decided to pull the Spring Creek Estates Conservation Easement from the agenda.
3. **Ratification of the Storm Water Bond Log**
4. **First Supplemental Development Agreement for Park Lane Commons** – **John Bilton** gave his proxy vote to approve the Agreement to **Jim Talbot**. **Cory Ritz** said tabling the item would prolong the agony and not be fair to anyone, and the other Council Members agreed.

Engineering Study

Dave Millheim said staff conducted a survey regarding the City's engineering services and what it would cost to have a full-time engineer. Fees for engineering services since 2010 and comments from other cities in Utah were included in the staff report. The **Mayor** pointed out that the current City Engineer, **Paul Hirst**, plans to retire in the near future, and it would be beneficial for the new engineer to be informed regarding City projects prior to that time. Projects in the future will likely include new storm drain and transportation plans. Staff recommended hiring a full-time engineer and using contract work for any major projects that could not be handled in house, and the Council unanimously agreed to have those costs put into the upcoming budget for consideration.

REGULAR SESSION

Present: Mayor Scott Harbertson, Council Members Cory Ritz, Cindy Roybal, Jim Talbot and Jim Young, City Manager Dave Millheim, Development Director David Petersen, Associate City Planner Christy Alexander, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Council Member John Bilton was excused.

CALL TO ORDER:

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

The invocation was offered by **Jim Talbot** and the Pledge of Allegiance was led by local Boy Scout **Seth Lee** of Troop 1418.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:

Executive Summary for Planning Commission meeting held January 10, 2013

The Summary was included in the staff report, and there were no further comments and/or questions.

PUBLIC HEARINGS:

Eastwood Cove Subdivision Schematic Plan (7 lots on 4 acres of property in the LR zone located on the SE corner of Glover Lane and Frontage Road

Christy Alexander said the applicant is Ivory Homes, and this will be a conservation subdivision with an open space provision. Ivory plans to upgrade the City trail which runs along the southern portion of the property in exchange for a waiver of the required .4 acre of open space, and neighbors in the area would like the trees near the trail to be preserved.

Nick Mingo, Ivory Homes (978 E. Woodoak Lane, Salt Lake City) said they prefer large, buildable lots and plan to improve the trail and save as many trees as possible.

Public Hearing opened at 7:15 p.m.

Mark Adams, 27 West Glover Lane, has lived in west Farmington for 30 years, and his property abuts the development. He asked if the City planned to purchase a portion of his property and who would pay for the improvements. He currently has curb and gutter but no sidewalk.

John Percival, 22 West Glover Lane, is concerned about a future sidewalk and who will pay for it. He is on a fixed income and cannot afford to pay for a sidewalk. He is also concerned about precedents the City may have set by purchasing property for trails and sidewalks and said this project appears to have two homes with driveways that back out directly onto Glover Lane. He would like to see continuity from year to year.

Public Hearing closed at 7:25 p.m.

David Petersen said impact fees would pay for the system improvements, and should development occur, the developer would be required to pay for his share. There was discussion regarding the flood plain, open space, density, and trail improvements.

Motion:

Cory Ritz made a motion to approve the Schematic Plan for the Eastwood Cove Subdivision with the understanding that the trail, waiver of open space, and preservation of the trees issues be reviewed along with the Preliminary Plat. **Jim Talbot** seconded the motion which was approved by Council Members **Ritz, Roybal, Talbot** and **Young**.

PRESENTATION OF PETITIONS AND REQUESTS:

Consideration of Final Plat and Development Agreement approval for the Farmington Creek Estates Phase 4 PUD Subdivision

Christy Alexander said this is the final phase of this Subdivision, and there will be 7 lots on 3.65 acres of property. The developer will be required to pave 27 feet of asphalt with 11 feet of road base (the City will reimburse him for the road base portion). Staff has worked out the drainage issues with neighbors on the east of this property.

Motion:

Cory Ritz made a motion to approve the Final Plat and Development Agreement for the Farmington Creek Estates Phase 4 PUD Subdivision (7 lots) located at approximately 1100 West and Country Lane, subject to the conditions and findings approved by the Planning Commission. The motion was seconded by **Cindy Roybal** and approved by Council Members **Ritz, Roybal, Talbot** and **Young**.

Continuation of Farmington Creek Estates Phase 1 Subdivision Plat Amendment

Motion:

Jim Young made a motion to approve the Ordinance and Vacation Order amending the Farmington Creek Estates Subdivision Phase 1 by vacating all of the 15-foot wide public horse path, the 15-foot wide Public Utilities Easement running east/west to the south of the creek, and the park Parcel A whereby a subdivision plat may be created in the stead thereof, subject to the two conditions and three findings included in the staff report. The motion was seconded by **Cory Ritz** and approved by Council Members **Ritz, Roybal, Talbot** and **Young**.

Interlocal Cooperation Agreement for Construction of a Public Trail System along the Denver and Rio Grande Railroad right-of-way

The **Mayor** asked if there were any comments or questions. **Jim Talbot** asked how the funds would be handled, and **Dave Millheim** said the other two entities will pay their portion of the funds to Farmington at which time the payment will be submitted. There will be one more action item in March—a use agreement between UTA and the City.

Motion:

Jim Talbot made a motion to authorize the **Mayor** to execute the Interlocal Cooperation Agreement between Farmington, Centerville, and Davis County for construction of the last portion of a public trail system along the D&RG Railroad right-of-way. **Cindy**

Roybal seconded the motion which was approved by Council Members **Ritz, Roybal, Talbot** and **Young**.

SUMMARY ACTION

- 1. Approval of Minutes from February 5, 2013**
- 2. Proposed Spring Creek Estates Open Space Conservation Easement**
- 3. Ratification of Storm Water Bond Log**
- 4. First Supplemental Development Agreement for Park Lane Commons**

Motion:

Cory Ritz made a motion to pull Item #2 from the List to allow additional time for the clarification of several details and to approve Items #1, #3 and #4. **Jim Talbot** seconded the motion which was approved by Council Members **Ritz, Roybal, Talbot** and **Young**, and **Jim Talbot** represented **John Bilton** who gave him his proxy to vote yes on the three items.

NEW BUSINESS:

Long Range Fire Department Staffing

Guido Smith presented several options for increasing the Fire Department staff during the Fiscal Year 2014. He recommended hiring 2 full-time captains, 3 full-time engineers, maintaining 2 part-time staff positions per shift, and reducing part-time personnel from 32 to 25. **Jim Talbot** said he thought the Council agreed to hire one additional full-time staff member this year and consider additional staffing the following year. He expressed concern about the timing of hiring 2 full-time captains this year. The Mayor and other Council Members agreed that the timing is not right and gave approval to hire one additional full-time staff member.

Motion:

Jim Talbot made a motion to authorize **Chief Smith** to begin the process of hiring an additional full-time captain and to review the issue again during the budgetary process. The motion was seconded by **Jim Young** and approved by Council Members **Ritz, Roybal, Talbot** and **Young**.

GOVERNING BODY REPORTS:

City Manager – Dave Millheim

- The list of upcoming agenda items, and the January Police, Fire and Building Activity Reports were included in the staff report.
- Staff has proposed an education program for the Planning Commission and the City Council to learn about the City's form based zoning. The proposed schedule was included in the staff report.

- The Trails Committee would like to print and send 6000 copies of the Master Trails Map with the utility bill. There was discussion regarding the fact that residents may discard the maps, but the Council approved the request.
- He recently received a revised proposal from Doug McDonald regarding the sales tax, but he did not like the proposal and said it is fraught with problems. He recommended that the City open the bidding to other consultants who can provide the same service.
- On Sunday night a Farmington City police officer received a call from a resident who saw their neighbor's garage door open. The officer attempted to alert the homeowner who became upset, called the media and the ACLU, and said it was an invasion of their privacy. The story was broadcast on Channel 13 Monday night.
- There is a bill in the State Legislature (SB33) which could cause between \$40,000 and \$200,000 in lost sales tax revenue to Farmington. Other cities opposing the Bill include Alta, Fruit Heights, Park City, and Brian Head. The sales tax from admissions to amusement parks and ski resorts would be removed under certain conditions. The Bill is very vague, and the League is opposing it. He advised the Council to make a formal statement against the bill.

Motion:

Jim Young made a motion for Farmington to take a position of opposition to SB33 as long as it affects the City in a negative way. **Cory Ritz** seconded the motion which was approved by Council Members **Ritz, Roybal, Talbot** and **Young**.

Mayor – Scott Harbertson

- Developer **Dade Rose** asked him and the City Council to take a field trip to see his proposal for development on property located behind the Chevron station. **Jim Talbot** said the developer needs to rework his site plan.
- He and **Jim Talbot** will attend the town hall meeting on Wednesday, February 20th.
- There is an issue regarding the Legacy Trail between North Salt Lake and Farmington. Many races have been sponsored on the Trail, and in 2012 there was an accident that has created a lot of concern about liability. One proposal is to have the Bountiful Recreation Center handle the scheduling and responsibility.
- He announced to the Council that he will probably not seek another term as Mayor.

City Council

Cindy Roybal:

- She asked if the City planned to pick up Christmas trees, and the City Manager said they will be picked up on Saturday, February 23rd or during spring cleanup.

- A resident complained about a home across the street which is occupied by two families. The area is not zoned for duplexes. The City Manager said the resident should file a formal complaint because the City will not respond to anonymous complaints.
- She would like to shore up the City's sign ordinance to avoid having too many signs.

Motion:

Cindy Roybal made a motion to direct staff to look at recommended changes to the mixed use zones that would prevent the proliferation of oversized signs along the frontage or areas abutting the freeways. **Jim Young** seconded the motion which was approved by Council Members **Ritz, Roybal, Talbot and Young**.

Cory Ritz:

- A resident in Chestnut Farms complained about the City's snow removal efforts—when a City plow finally showed up, it was a mid-size truck with a broken salter. There was discussion about the City's enforcement of snow removal enforcement, and **Dave Millheim** said he would ask staff to rewrite the letter and have it approved by the Council.

CLOSED SESSION

Motion:

At 9:40 p.m. **Cory Ritz** made a motion to go into a closed session to discuss the competency of an individual, the acquisition of real property and potential litigation. The motion was seconded by **Jim Talbot** and approved by Council Members **Ritz, Roybal, Talbot and Young**.

Sworn Statement

I, **Scott C. Harbertson**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed session were as stated in the motion and that no other business was conducted while the Council was so convened in a closed session.

Scott C. Harbertson, Mayor

Motion:

At 10:55 p.m. **Cory Ritz** made a motion to reconvene into an open meeting. **Jim Young** seconded the motion which was approved by Council Members **Ritz, Roybal, Talbot and Young**.

ADJOURNMENT

Motion:

Jim Talbot made a motion to adjourn the meeting. The motion was seconded by **Cindy Roybal** and approved by Council Members **Ritz, Roybal, Talbot** and **Young**, and the meeting was adjourned at 10:55 p.m.

Holly Gadd, City Recorder
Farmington City Corporation



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: February 25, 2013

SUBJECT: EASTWOOD COVE SUBDIVISION MEMORANDUM OF UNDERSTANDING

RECOMMENDATION

Approve the Memorandum of Understanding between Farmington City and Ivory Homes concerning compensation for the waiver of the conservation easement requirement for Eastwood Cove Subdivision.

BACKGROUND

Ivory Homes has received Schematic Plan approval for the Eastwood Cove Subdivision with the condition that the City Council approves the compensation for a waiver of the conservation easement requirement that allows lots that are less than the minimum lot size required in the LR zone.

Because this is a small subdivision, the .44 acres required for a conservation easement would serve no purpose for the City. It was therefore agreed that the easement requirement would be waived. In order to waive the conservation easement requirement, section 11-12-065 of the Farmington City Zoning Ordinance requires "comparable compensation, off-site improvements, amenities or other consideration of comparable size, quality and/or value.

The following are proposed as the required consideration:

1. The Davis Creek Trail will be relocated to follow the natural contours of the property as shown on Exhibit "A" attached;
2. The property which includes the trail, the land between the trail and the southerly property line of the subdivision, and a ten foot (10') buffer to the north of the trail, totaling approximately .26 acres, as shown on Exhibit "A", will be deeded to the City in fee title with the recording of the subdivision plat;

3. The trail will be built with a compacted road base surface to a width of ten feet (10') by the developer;
4. A 3-rail fence will be constructed by the developer following the boundary of the property deeded to the City on the north side of the trail.
5. The developer will clean out deadfall and damaged trees within the deeded property.
6. An easement restricting the cutting of live trees within one hundred feet (100') of the south subdivision property line will be placed on the recorded plat as shown on Exhibit "A". The area included in this easement is approximately .9 acres.

Respectfully submitted,



Ken Klinker
Planning Department

Review and Concur



Dave Millheim
City Manager

11-12-065 Waiver.

Subject to the provisions set forth herein, any provision of this Chapter may be waived by the City upon a vote of not less than four (4) members of the City Council. Such waiver(s) shall be granted only in limited circumstances as deemed appropriate and necessary by the City Council. No waiver shall be granted absent a finding of good cause based upon specific special circumstances attached to the property. No waiver should be granted that would be contrary to the public interest or contrary to the underlying intent of this Chapter. Any waiver of the required minimum conservation land dedication shall require comparable compensation, off-site improvements, amenities or other consideration of comparable size, quality and/or value.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

Date: February 25, 2013
To: Farmington City Council
RE: Memo of Understanding for Eastwood Cove Open Space Compensation

Ivory Homes is developing a 7-lot subdivision under the conservation subdivision section of the Farmington City Zoning Ordinance in order to allow them to have some lots that are less than the minimum lot size in the LR zone. In order to reduce the minimum lot size, they are required to set aside 10% of the 4.4 acre property, or .44 acres, as open space with a conservation easement placed upon the property.

It is agreed that a .44 acre conservation easement has little or no value to the City. It is therefore understood that the requirement for a conservation easement will be waived under Section 11-12-065 of the Zoning Ordinance in exchange for the following comparable compensation:

1. The Davis Creek Trail will be relocated to follow the natural contours of the property as shown on Exhibit "A" attached;
2. The property which includes the trail, the land between the trail and the southerly property line of the subdivision, and a ten foot (10') buffer to the north of the trail, totaling approximately .26 acres, as shown on Exhibit "A", will be deeded to the City in fee title with the recording of the subdivision plat;
3. The trail will be built with a compacted road base surface to a width of ten feet (10') by the developer;
4. A 3-rail fence will be constructed by the developer following the boundary of the property deeded to the City on the north side of the trail.
5. The developer will clean out deadfall and damaged trees within the deeded property.
6. An easement restricting the cutting of live trees within one hundred feet (100') of the south subdivision property line will be placed on the recorded plat as shown on Exhibit "A". The area included in this easement is approximately .9 acres.

Scott C. Harbertson, Mayor

Nick Mingo, Ivory Homes

Attest: Holly Gadd

Attachment "A" To Eastwood Cove Memorandum of Understanding

ENY LAKE CITY
 675 N. 1700 E., Suite 500
 Provo, UT 84601
 Phone: 801.226.2633
 Fax: 801.226.4638

LAYTON
 Phone: 801.542.1100

TOOLBIL
 Phone: 435.943.1390

SEDAR CITY
 Phone: 435.933.1453

WINDHOLM
 Phone: 435.990.8187

WWW.ENSIGNING.COM

EASTWOOD COVE SUBDIVISION

GLOVERS LANE & FRONTAGE ROAD

FARMINGTON, UTAH

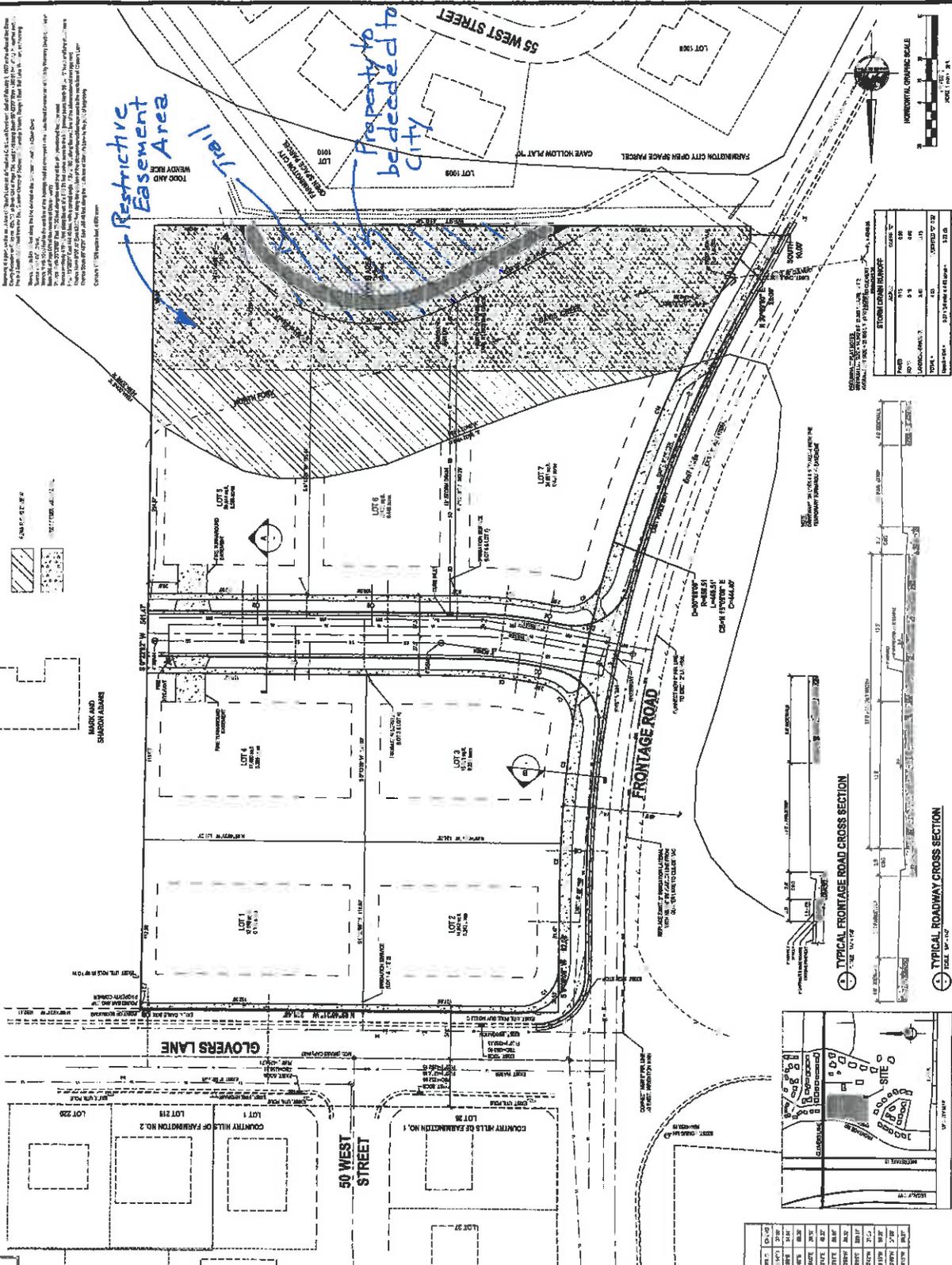
CONCEPTUAL PLAT 2018.03.31

CONCEPTUAL PLAT

SCALE: 1" = 40'

DATE: 03/31/2018

10F1



STORM DRAINAGE

NO.	LENGTH	WIDTH	DEPTH	AREA
1	115.0	4.0	1.5	693.0
2	115.0	4.0	1.5	693.0
3	115.0	4.0	1.5	693.0
4	115.0	4.0	1.5	693.0
5	115.0	4.0	1.5	693.0
6	115.0	4.0	1.5	693.0
7	115.0	4.0	1.5	693.0
8	115.0	4.0	1.5	693.0
9	115.0	4.0	1.5	693.0
10	115.0	4.0	1.5	693.0
11	115.0	4.0	1.5	693.0
12	115.0	4.0	1.5	693.0
13	115.0	4.0	1.5	693.0
14	115.0	4.0	1.5	693.0
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21	115.0	4.0	1.5	693.0
22	115.0	4.0	1.5	693.0
23	115.0	4.0	1.5	693.0
24	115.0	4.0	1.5	693.0
25	115.0	4.0	1.5	693.0
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58	115.0	4.0	1.5	693.0
59	115.0	4.0	1.5	693.0
60	115.0	4.0	1.5	693.0
61	115.0	4.0	1.5	693.0
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63	115.0	4.0	1.5	693.0
64	115.0	4.0	1.5	693.0
65	115.0	4.0	1.5	693.0
66	115.0	4.0	1.5	693.0
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79	115.0	4.0	1.5	693.0
80	115.0	4.0	1.5	693.0
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82	115.0	4.0	1.5	693.0
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84	115.0	4.0	1.5	693.0
85	115.0	4.0	1.5	693.0
86	115.0	4.0	1.5	693.0
87	115.0	4.0	1.5	693.0
88	115.0	4.0	1.5	693.0
89	115.0	4.0	1.5	693.0
90	115.0	4.0	1.5	693.0
91	115.0	4.0	1.5	693.0
92	115.0	4.0	1.5	693.0
93	115.0	4.0	1.5	693.0
94	115.0	4.0	1.5	693.0
95	115.0	4.0	1.5	693.0
96	115.0	4.0	1.5	693.0
97	115.0	4.0	1.5	693.0
98	115.0	4.0	1.5	693.0
99	115.0	4.0	1.5	693.0
100	115.0	4.0	1.5	693.0



CURVE TABLE

STATION	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH	CHORD BEARING
1+00	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
1+10	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
1+20	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
1+30	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
1+40	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
1+50	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
1+60	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
1+70	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
1+80	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
1+90	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
2+00	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
2+10	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
2+20	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
2+30	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
2+40	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
2+50	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
2+60	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
2+70	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
2+80	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
2+90	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
3+00	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
3+10	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
3+20	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
3+30	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
3+40	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
3+50	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
3+60	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
3+70	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
3+80	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
3+90	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
4+00	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
4+10	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
4+20	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
4+30	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
4+40	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
4+50	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
4+60	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
4+70	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
4+80	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
4+90	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
5+00	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
5+10	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
5+20	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
5+30	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
5+40	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
5+50	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
5+60	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
5+70	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
5+80	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
5+90	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
6+00	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
6+10	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
6+20	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
6+30	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
6+40	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
6+50	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
6+60	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E
6+70	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	N 89° 58' 00" E



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Dave Millheim, City Manager
Date: February 26, 2013
SUBJECT: **UTA AGREEMENT FOR LAGOON SHUTTLE**

RECOMMENDATION

Authorize the Mayor to sign the attached UTA Contract No. UT-12-16JL Lagoon Shuttle Agreement for partial city sponsorship of the Lagoon Shuttle in the amount of \$5,620 to be paid from account number 10-410-520.

BACKGROUND

The City and Lagoon share the costs with UTA in providing a shuttle service route (667) between the Frontrunner Station and Lagoon which operates when Lagoon is open. Both Lagoon patrons and employees use this service rather than pay for the parking lots at Lagoon or they may not own a vehicle and are using mass transit. In past years, UTA sought to cancel Route 667 due to low ridership when compared to other routes but both the City and Lagoon fought to keep the route open. The City and Lagoon pay for 25% of this service with UTA paying the balance. Lagoon's payment portion is \$16,862. The cost to the City last year was \$5,392 and was adjusted based on the number of days the shuttle would be running in 2013.

Lagoon has also reviewed the attached agreement and requests the service to continue.

Respectfully Submitted

Dave Millheim
City Manager

Cc: Dave Freed, Lagoon

SERVICE AGREEMENT

THIS AGREEMENT is effective on the 29th day of March, 2013, by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as the "Authority", and FARMINGTON CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as "City", and LAGOON CORPORATION, A CORPORATION OF THE STATE OF Utah, hereinafter referred to as "Lagoon", City and Lagoon together comprising "Contractors".

WITNESSETH:

It is agreed by the parties in consideration of their mutual promises as follows:

WHEREAS, Lagoon and the City are in need of a public transportation system in the City and desire to assist in the funding of approximately twenty-five percent of the operating costs of such a system; and

WHEREAS, the City has agreed to make an outright grant to the Authority in the sum of Five-Thousand Six-Hundred and Twenty Dollars (\$5,620) from the General Fund to help defray the costs of running a free shuttle bus from downtown Farmington City to the drop-off area on the frontage road at Lagoon and to the FrontRunner commuter rail station in Farmington; and

WHEREAS, Lagoon as agreed to make an outright grant to the Authority in the sum of Sixteen-Thousand Eight-Hundred and Sixty-Two Dollars (\$16,862.00) to help defray the costs of running a free shuttle within the City; and

WHEREAS, the Authority is the owner and operator of a public transit system and is willing to operate a shuttle bus system within the City in accordance with the terms and conditions of the Utah public Transit District Act and the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

1. Term. The term of this Agreement shall commence on the 30th day of March, 2013, and run through the 30th day of October, 2013.

2. Authority's Responsibilities.

(a) The Authority agrees to operate as part of its public transit operation a shuttle bus system under the provisions of the Utah public transit District Act.

(b) The Authority, during the term of this Agreement and while the bus equipment is in its possession, shall have absolute and exclusive control of such equipment. The Authority will employ and have control and supervision over the drivers of said bus equipment and the City and Lagoon shall not in any manner interfere therewith the daily operation of the bus system.

(c) The Authority shall maintain and keep said bus equipment in good running condition at all time during the terms of this Agreement, and shall, without cost to the City and Lagoon, furnish all necessary labor, material, parts and supplies to keep said equipment in good running condition, including any and all necessary repair as a result of or by accidental damage, collision or the elements, ordinary wear and tear excepted.

(d) The Authority shall collect no fares for this service. However, the Authority shall be entitled to one hundred percent (100%) of the advertising revenues generated from advertising located on or about the buses operated pursuant to this Agreement.

3. City's Responsibilities. The City covenants and agrees to pay the Authority, the proceeds of which shall be used solely to help defray the expenses of running the Bus system, a grant in the sum of Five-Thousand Six-Hundred and Twenty Dollars (\$5,620). Payment of the Grant shall be made in two (2) equal payments: Two-Thousand Eight-Hundred and Ten Dollars (\$2,810.00) on or before May 31, 2013 and Two-Thousand Eight-Hundred and Ten Dollars (\$2,810.00) on or before October 1, 2013.

4. Lagoon's Responsibilities. Lagoon covenants and agrees to pay to the Authority, the Proceeds of which shall be used solely to help defray the expenses of running the bus system, a grant in the sum of Sixteen-Thousand Eight-Hundred and Sixty-Two Dollars (\$16,862.00). Payment of the Grant shall be made in two (2) equal payments: Eight-Thousand Four-Hundred and Thirty-One Dollars (\$8,431.00) on or before May 31, 2013 and Eight-Thousand Four-Hundred and Thirty-One Dollars (\$8,431.00) on or before October 1, 2013.

5. Routes and Hours of Operation. The route for the operation of the bus system (attachment 1) shall be that routes established by the Authority in accordance with the provisions of Section 17A-2-1016(12) and 17A-2-1039(1), Utah Code Annotated, 1953, as amended.

(a) The shuttle service will begin the 2013 season, weekends only, from Saturday, March 30, 2013 through Saturday, June 1, 2013. The service will begin daily operation on Friday, June 7, 2013 and continue through August 25, 2013. The free shuttle will begin Saturday service on August 31, 2013 and Route 470 will begin Sunday service on September 1, 2013 and continue through Saturday, October 27 and Sunday, October 27, 2013 respectively. Additional service will be provided on Friday and Saturday October 17-18, 2013. On Thursday, July 4th (Independence Day Holiday), and on Wednesday, July 24 (Pioneer Day), 2013 the shuttle service will operate on a Saturday service schedule where the shuttle shall be replaced by a deviation of Route 470 from Main Street in Farmington to Park Lane and Lagoon Drive in order to provide service to Lagoon. The Authority will not provide service on Memorial and Labor Days.

(b) The free shuttle route will connect the bus stop at 45 E. State Street in Farmington with the FrontRunner Station at approximately 15-minute intervals with priority given to making connections with commuter trains. Anyone wishing to ride the shuttle from Route 470 stops may do so at no charge to the riding party. Route 455 and the shuttle service will not operate on Sundays. Route 470 will provide direct service to Lagoon on Sunday at the Lagoon Pioneer Village Campground entrance.

(c) The Authority hereby covenants and agrees to publish and distribute information regarding the route of the system in the same manner that the Authority publishes and distributes written information regarding other public transportation routes operated by the Authority within the transit district. The buses shall operate on on the day and at the times according to the schedule established by the Authority after consideration of the recommendations of the City.

6. Service Changes. If the Davis County School District announces a change in scheduled school days prior to the effective date of this Agreement, Lagoon shall notify the Authority within 48 hours of the change. The Authority agrees to modify the schedule of the shuttle service to match the change in school days or as requested by Lagoon. Lagoon agrees to pay an added amount proportional to the cost specified in Paragraph 4 on or before Friday, May 31, 2013. The City agrees to pay an added amount proportional to the cost specified in Paragraph 3 on or before Friday, May 31, 2013. The Authority agrees to remit to Lagoon and the City an amount proportional to the respective costs specified in Paragraphs 3 and 4 if service changes result in a decrease in cost to the Authority.

7. Termination. This Agreement may be terminated with or without cause by either the Authority, the City, or Lagoon by giving the other parties fifteen (15) days advance written notice of termination.

8. Labor Strike. In the event of a labor strike or threatened strike or interruption or threatened interruption by the operators of the buses or the persons performing the cleaning, maintenance and repair of the buses or other Authority employees, the authority shall take such action in respect to the system as it deems in its best interest (including the termination of this Agreement), considering the safety of its passengers, the protection of its buses and transit equipment, and its ability to pay consistent with its other transit operations within the public transits district know as Utah Transit Authority.

9. Indemnification. The Authority, the City, and Lagoon hereby covenant and agree to indemnify and hold harmless the other parties to this Agreement from and against any and all claims, causes of action, liability, damages, costs and expenses which said parties may incur or which may be asserted against any o of the other parties as the result of the failure of any of the parties to perform their obligations hereunder, including court costs and reasonable attorney's fees.

10. Default. In the event that any party fails to perform any of the terms and conditions required to be performed pursuant to this agreement, and upon fifteen (15) days notice of such failure to perform, the right of the defaulting party under this Agreement shall thereupon expire.

11. Remedies. In the event any party fails to perform in accordance with the terms and conditions of this Agreement, the defaulting party agrees to pay to the nondefaulting party an amount of money equal to any loss or damage which the nondefaulting party may suffer as a result of the breach of the agreement, including attorneys' fees and costs, together with interest thereon. The failure of the nondefaulting party to exercise its right to terminate the defaulting party's interest hereunder shall not constitute waiver of the nondefaulting party's right to exercise such right in the event of any subsequent default.

12. Attorney Fees. The defaulting party agrees to pay the nondefaulting party's costs and reasonable attorneys fees in the event such are incurred to enforce any of the provisions of this Agreement.

13. Assignment. No party hereto shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.

14. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, telegram, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as Follows:

<u>If to the City:</u>	<u>If to Lagoon:</u>	<u>If to UTA:</u>
Dave Millheim	David Freed	Utah Transit Authority
Farmington City Manager	Lagoon Corporation	ATTN: Janalee Hansen
130 North Main Street	P.O. Box 696	669 West 200 South
Farmington, Utah 84025	Farmington, Utah 84025	Salt Lake City, Utah 84101

Either party may change the address at which such party desires to receive notice on written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

15. Project Manager. The Authority's project Manager for this Agreement shall be Mr. Bart Dean, or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to Mr. Dean, or designee.

16. Contract Administrator. The Authority Contract Administrator for this Agreement is Ms. Janalee Hansen, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Ms. Hansen, or designee.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

UTAH TRANSIT AUTHORITY

By: _____
Bruce Cardon
Ogden Regional General Manager

By: _____
Bart Dean
Project Manager

ATTEST:

FARMINGTON CITY CORPORATION

ATTEST:

LAGOON CORPORATION

Approved As To Form:

UTA Legal Counsel

**ATTACHMENT 2
TO SERVICE AGREEMENT**

MARCH 30 / APRIL 2013 OPERATING

Mon	Tue	Wed	Thu	Fri	Sat	Sun
April 29	April 30				10-11	11-12
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

JUNE 2013

Mon	Tue	Wed	Thu	Fri	Sat	Sun
					10-11	11-12
3	4	5	6	7	8	9
CLOSED	CLOSED	CLOSED	CLOSED	10-11	12-13	14-15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST 2013

Mon	Tue	Wed	Thu	Fri	Sat	Sun
			10-11	11-12	12-13	14-15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

OCTOBER 2013 FRIGHTNAIRES

Mon	Tue	Wed	Thu	Fri	Sat	Sun
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

MAY 2013 SCHEDULE

Mon	Tue	Wed	Thu	Fri	Sat	Sun
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	CLOSED	CLOSED	CLOSED	CLOSED		

JULY 2013

Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER 2013 FRIGHTNAIRES BEGINS ON THE 20th

Mon	Tue	Wed	Thu	Fri	Sat	Sun
30						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Pre Season: March 30 - June 2
 Summer Season: June 7 - August 24
 Post Season: August 25 - September 15
 Frightnares: September 20 - October 30

Updated: January 9, 2013 Draft #2 (Subject to change without notice)



375 No. Lagoon Drive
P.O. Box 696
Farmington, Utah 84025-0696
Phone: 801-451-8080
Office Fax: 801-451-8017
www.lagoonpark.com

February 23, 2013

Dave Millheim
Farmington City Corporation
160 South Main
Farmington, UT 84025

Dear Dave:

Hello Dave. I wanted to follow a telephone voicemail that I left for you to confirm that we have reviewed the draft of the service agreement with the Utah Transit Authority for the 2013 season. A significant change that we noted is that the cost to Lagoon increased by \$686 and the cost to the City increased by \$228. We presume the increase is for an extra day that was not on the schedule last year.

Dave, I am headed out of town for a couple of weeks. If you would like to discuss the agreement further, either Jody or André can get in touch with me in order to arrange a conference call.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "David W. Freed", written in a cursive style.

David W. Freed
Lagoon Corporation

DWF:jc

Zimbra

dmillheim@farmington.utah.gov

Re: Fwd: DRAFT 2013 SERVICE AGREEMENT V4 12 Feb 2013.docx

From : Kent Jorgenson (Sr. Marketing Representative)
<KJorgenson@rideuta.com>

Mon, Feb 25, 2013 08:21 PM

Subject : Re: Fwd: DRAFT 2013 SERVICE AGREEMENT V4 12
Feb 2013.docx**To :** 'dmillheim@farmington.utah.gov'
<dmillheim@farmington.utah.gov>**Cc :** 'jodyc@lagoonpark.com' <jodyc@lagoonpark.com>

The two main reasons for a price increase for 2013 are:

(1) Lagoon is receiving 61 Weekdays of Service in 2013 compared to 59 weekdays in 2012. Lagoon requested these two additional weekdays of service during the October 2013 UEA Break from Weber and Davis County Schools.

The second reason (2) is that FrontRunner will provide fast service between Lagoon and Murray, South Salt Lake County, and Utah County on both weekdays and Saturdays in 2013. This new FrontRunner Service will bring many more potential customers to Lagoon.

I'm excited for a great season. I hope Lagoon will promote this additional service as well.

All the best from UTA,

Kent Jorgenson

From: Dave Millheim [mailto:dmillheim@farmington.utah.gov]**Sent:** Monday, February 25, 2013 01:18 PM**To:** Jorgenson, Kent (Sr. Marketing Representative); jodyc <jodyc@lagoonpark.com>**Subject:** Fwd: DRAFT 2013 SERVICE AGREEMENT V4 12 Feb 2013.docx

Thank you Kent, we will hopefully put this to bed next week.

Sent from my iPad

Begin forwarded message:

From: "Jorgenson, Kent (Sr. Marketing Representative)"
<KJorgenson@rideuta.com>**To:** 'Boni Walters Thompson' <bwthompson@lagoonpark.com>,
"dmillheim@farmington.utah.gov" <dmillheim@farmington.utah.gov>**Subject: FW: DRAFT 2013 SERVICE AGREEMENT V4 12 Feb**

2013.docx

The changes were made to make the text agree with Lagoon's calendar and to remove language that might lead one to conclude that people could ride Route 470 to Lagoon for free. We aren't allowed to do that. We have also included the costs associated with the service. Costs are a result of the total number of days of service.

Kent Jorgenson
UTA
801-510-1484



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Walt Hokanson, Public Works Director
Date: February 22, 2013

SUBJECT: SERVICE AGREEMENT WITH iWORQ SYSTEMS

RECOMMENDATION:

Request approval to enter into a service agreement with iWorQ Systems to manage our fleet maintenance. The initial cost is \$3,000.00 to be paid from account 10-440-270.

BACKGROUND:

The City Manager asked that we research and find a computer program to record all maintenance to each vehicle and piece of equipment owned by the City. The Utah General Records Retention Schedule requires maintenance and repair records to be retained for two years. Using a computer program to maintain these records will be more efficient than keeping a paper copy of all invoices for parts and repair orders. It would also make researching repairs or service to each vehicle or piece of equipment much easier than a file full of paper copies. After researching and checking references Brad Thurgood, our Fleet Manager recommends iWorQ Systems. The annual fee is \$2,500.00 and the initial set up is \$500.00. This price is good until March 8, 2013 and is a savings of \$500.00 off the regular price. This program will allow us to maintain service records on all equipment and vehicles.

Respectfully Submitted,

Walt Hokanson
Public Works Director

Review and Concur,

Dave Millheim
City Manager



1.0 QUOTE

City of Farmington, Utah. Hereafter known as "Customer" enters into the following Service Agreement with iWorQ Systems "iWorQ" located in Logan Utah. Customer will pay an annual fee for the services listed below:

<u>Application</u>	<u>Cost</u>	<u>Billing</u>
Fleet Management	\$2500	Per / Year
<u>Additional Services</u>		
Set up	\$500	One Time Cost
TOTAL	\$3000	

Pricing based on the following:
Population 12000

This offer was made on February 8, 2013 at the request of the Customer and is good for 30 days. Additional terms are listed below:

***Term1: This price good until March 8, 2013 This is a savings of \$500.00**

2.0 GUIDELINES

2.1 Getting Started

Fax signed Service Agreement to 866 379 3243. iWorQ will assign a technician to your account and start the setup and training process.

2.2 Billing Information

iWorQ will invoice Customer on an annual basis. Customer reserves the right to cancel service at anytime by providing iWorQ a 30 day written notice.

3.0 SERVICES

3.1 Data Ownership

All customer data remains the property of the customer. Customer can request data electronically or on disk, upon cancelation of Service Agreement.

3.2 FREE Training

iWorQ will provide Customer FREE training and support. iWorQ provides weekly webinars, phone support, written manuals, web videos, documentation and help files. Training is available to any Customer with a login.

3.3 FREE Updates

All updates, bug fixes, and upgrades are FREE to the Customer. iWorQ is a web-based application. Customer only needs to Login, to get any updates to the applications.

3.4 FREE Support

Customer support and training are FREE and available from 8:00 A.M. to 5:00 P.M. Mountain Standard Time.

3.5 FREE Data Back-up

iWorQ does back-ups twice weekly, and offsite once weekly.

4.0 ADDITIONAL SERVICES

4.1 Quotes for Additional Services

- iWorQ can provide the Customer quotes for additional services, at the request of the customer. These services include: Data Collection, Pavement condition surveys, GPS training, GIS services, Project management, Data QC/QA plans, and more.

5.0 SIGNATURE AND BILLING INFORMATION

5.1 Signature

Signature of this Agreement is based on the understanding and acknowledgement of the terms and conditions stated within this Service Agreement.

(Print Name)

(Signature)

(Title)

5.2 Billing Information

Primary Contact _____ Phone _____ Cell _____

Attention: _____ (Person in charge of paying invoices)

Billing Address _____

City _____ State _____ Zip _____

PO# _____ (if required) Tax exempt ID# _____

Service to begin on (Date) _____

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2013

SUBJECT: City Manager Report

1. Upcoming Agenda Items
2. Notice of Violation Letter

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

Upcoming Agenda Items

March 19, 2013 – Staff Reports Due: March 8th

Work Session: PC/CC Training Session

Presentation: ISO Rating Report (Eric Miller)

Report by Festival Days Committee (Rick Dutson and Sid Young)

Action Items:

- Farmington Creek Estates Phase 1 Plat Amendment
- Purchase of 3 Soccer Goal Sets for Bus Park

Summary Action Items:

- Ratification of Approvals of Construction & Storm Water Bond Logs
- Approval of Minutes from March 5th

New Business: Code Enforcement Update



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

Date: _____

To: _____
Case#: _____
Property I.D.# _____
Location: _____

Re: Notice of Violation of Farmington City Ordinance(s)

Dear Property Owner:

Maintaining and promoting safe, clean and well-kept neighborhoods is an important value for Farmington residents. Ordinances have been established to encourage compliance to certain standards that govern orderliness within the community. To make residents more fully aware of these standards and to help them comply, notices are mailed to those in violation.

One area of particular concern in the winter months is removal of snow from the sidewalks. Farmington City Ordinance 8-2-107 (3) requires that, on properties that abut a sidewalk, snow must be removed within 48 hours after the end of a snowfall. The public sidewalk along many property boundaries may be pedestrian routes for school children. Non-compliance may subject abutting property owners to unwanted liability exposure should someone slip or fall, injuring themselves, or be in a traffic accident along your property frontage.

On _____ our staff observed apparent violation(s) of the City's Ordinances. A copy of the pertinent sections of the code is enclosed. Specifically, the enforcement official inspecting your property noticed the following: _____

The City is asking for your full cooperation to correct the violations noted by doing the following: _____

A warning period beginning on the day you receive this letter will end on _____, when a follow-up inspection will be made. Please correct the violation by the end of the warning period so we do not have to turn to further enforcement action, which could include a Civil Penalty of \$100 per day per violation.

Thank you for your cooperation. Please feel free to call 801-939-9214 should clarification be needed. If you cannot meet the deadline, the enforcement official can consider granting an extension of the warning period if a request is made **in writing before** expiration of the warning period.

Sincerely,

Ken Klinker
Code Enforcement Official

Failure of a responsible person to receive notice shall not affect the validity of any action taken hereunder if notice has been served in the manner set forth above. Service by certified mail shall be deemed served on the date signed for on the return receipt.

1-15-070. Investigation and Inspection.

An enforcement official may investigate any purported violation of City Ordinances and take such action as is warranted under the circumstances in accordance with the provisions and procedures set forth in this Chapter. An enforcement official is authorized to enter upon any property or premises to ascertain whether the provisions of City Ordinances are being obeyed and to make any reasonable examination or survey necessary to determine compliance. This may include the taking of photographs, samples, or other physical evidence. All inspections, entries, examinations and surveys shall be done in a reasonable manner and with prior notice and approval from the property owner. If a property owner or responsible person refuses to allow an enforcement official to enter property, the enforcement official shall obtain a search warrant before entering the property.

1-15-080. Notice of Violation.

If an enforcement official determines that any provision of the Farmington City Municipal Code is being violated or continues to exist and immediate enforcement action is not necessary under the circumstances, the enforcement official shall provide a written notice of violation to the property owner or other responsible person. Such written notice of violation shall indicate the nature of the violation, the action necessary to correct the violation, the warning period established before further enforcement action or penalties, and the potential enforcement action and/or penalties to be imposed for failure to cure the violation within the established warning period. Such notice of violation shall be served in accordance with Section 1-15-060. Such notice of violation shall serve to start the warning period.

1-15-090. Warning Period.

Unless otherwise determined by an enforcement official, in his or her sole discretion in accordance with the provisions of Section 1-15-100, the warning period for correction of violations set forth in the notice of violation shall be ten (10) days from the date of receipt of the notice of violation. If the violation remains uncured after expiration of the warning period, the enforcement official shall pursue further enforcement action as deemed appropriate in accordance with the provisions provided herein. The enforcement official is authorized, in his or her discretion, to extend the warning period if the enforcement official determines that good cause exists for such extended warning period and the extension will not create or perpetuate a situation imminently dangerous to life or property. Any such extension shall require written agreement by the property owner or person responsible for the violation to remedy the violations within a set time frame and to comply with any and all conditions of extension as required by the enforcement official. A request for extension shall be filed in writing by the property owner or person responsible for the violation prior to the expiration of the ten (10) day response period.

1-15-100. Immediate Enforcement.

In the case of a violation involving public safety, continuing construction or development, storm drainage, an emergency situation, multiple or repeated violations, or for any other reason as reasonably determined by the enforcement official, the enforcement official may use the enforcement powers and remedies available to it under this Chapter, including issuance of a civil citation, without prior notice or notice of violation.



Date: March 5, 2012

To: Seldon Young

Case#: 12-030512A

Property I.D.# 070640009

Location: 242 Spencer Circle

Re: Notice of Violation of Farmington City Ordinance(s)

Dear Property Owner:

Maintaining and promoting clean and well-kept neighborhoods is an important value for Farmington residents. Ordinances have been established to encourage compliance to certain standards that govern orderliness within the community. To make residents more fully aware of these standards and to help them comply, notices are mailed to those in violation.

Accordingly, on January 9, 2012 our staff observed apparent violation(s) of the City's Ordinances. A copy of the pertinent sections of the code is enclosed. Specifically, the enforcement official inspecting your property noticed the following: **Mud, dirt or debris on curb or in gutter or street (16-04-050). Zoning Ordinance Violation (Title 11) 11-11-020 Storage of commercial equipment in a residential zone is not a permitted use.**

The City is asking for your full cooperation to correct the violations noted by doing the following: **Remove equipment that is parked/stored in the residential zone at or next to 354 E. 100 N. Clean up dirt in street and gutter.**

A warning period beginning on the day you receive this letter will end on, **Jan. 19, 2012** when a follow-up inspection will be made. If the violation(s) have not been corrected by the end of the warning period, a Civil Citation with a minimum \$100.00 Civil Penalty may be issued. A separate Citation can be issued for each day a violation continues after the warning period.

Thank you for your cooperation. Please feel free to call 801-939-9214 should clarification be needed. The enforcement official can consider granting an extension of the warning period if a request is made **in writing before** expiration of the warning period.

Sincerely,

Ken Klinker
Code Enforcement Official



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

January 7, 2012

To: All property owners abutting 200 East

Re: *Reminder - Snow Removal Responsibility on Public Sidewalks*

Dear Property Owner,

The City has received a complaint about the lack of snow removal from public sidewalks abutting 200 East. You may or may not be the property owner who has neglected his duty to clear walks within 48 hours after cessation of a snow or sleet storm. We appreciate those of you who have cleared off your sidewalks or helped a neighbor who has difficulties with clearing off their snow. As a reminder to those who have not cleared off their sidewalks and as a courtesy, this letter is being sent to request your compliance to this City ordinance.

The public sidewalk along your property boundary is a pedestrian route for school children. Non-compliance may subject abutting property owners to unwanted liability exposure should someone slip or fall injuring themselves or be in a traffic accident along your property frontage. In addition, citations could be issued for property owners who are not in compliance.

If you are in compliance, *thank you* for making your neighborhood a little safer. Should you not be in compliance, we respectfully request your conscientious attention to this matter.

Sincerely,

Ken Klinker
Code Enforcement Official

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2013

SUBJECT: Mayor Harbertson & City Council Reports

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