

**ELECTRONIC WORK SESSION:** An electronic work session will be held at 6:00 p.m. in Farmington City Hall, 160 South Main Street. The public is welcome to attend electronically. The agenda for the work session will be as follows:

1. Questions or concerns the City Council may have on agenda items.
2. Discussion regarding the water rate study.
3. Discussion regarding paramedic services.

## **FARMINGTON CITY COUNCIL ELECTRONIC MEETING NOTICE AND AGENDA**

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, April 14, 2020, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

*Farmington City Council meetings, including this meeting, are open to the public. In consideration of the COVID-19 pandemic, members of the public wishing to attend this meeting must do so online. The link to view the meeting live can be found on the Farmington City website at [www.farmington.utah.gov](http://www.farmington.utah.gov). If you wish to submit a comment for any of the listed public hearings, please email Holly Gadd by April 14<sup>th</sup> at 5:00 pm at [hgadd@farmington.utah.gov](mailto:hgadd@farmington.utah.gov).*

The agenda for the meeting shall be as follows:

### **CALL TO ORDER:**

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

### **PUBLIC HEARINGS:**

7:05 Sydney's Corner Subdivision Phase 2 Schematic Plan

7:20 Gardner Conservation Easement Amendment Request

### **NEW BUSINESS:**

7:30 Plat Amendment – Lot 708 Farmington Ranches Phase 7A

### **OLD BUSINESS:**

7:40 Rezone Enabling Ordinance and Subdivision Schematic Plan for the Cook Property

### **GOVERNING BODY REPORTS:**

7:50 City Manager Report

1. Fire Monthly Activity Report for February

2. Building Activity Report for February
3. Building Activity Report for March

8:00 Mayor Talbot & City Council Reports

**ADJOURN**

**CLOSED SESSION**

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

DATED this 10th day of April, 2020.

**FARMINGTON CITY CORPORATION**

By:  \_\_\_\_\_  
Holly Gadd, City Recorder

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

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

**Posted 04/10/2020**

CITY COUNCIL AGENDA

For Council Meeting:  
April 14, 2020

**S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance**

It is request that City Councilmember Rebecca Wayment give the invocation to the meeting and it is requested that City Manager Shane Pace 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:  
April 14, 2020

**PUBLIC HEARING: Sydney's Corner Subdivision Phase 2 Schematic Plan**

**ACTION TO BE CONSIDERED:**

1. Hold Public Hearing.
2. Move that the City Council approve the schematic plan for the Sydney's Corner Phase 2 Subdivision subject to all applicable Farmington City development standards and ordinances and the following conditions 1-3 and include Findings for Approval 1-5.

**GENERAL INFORMATION:**

See enclosed staff report prepared by Meagan Booth, City Planner.

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



# FARMINGTON CITY

**H. JAMES TALBOT**  
MAYOR

**BRETT ANDERSON**  
**SHAWN BEUS**  
**SCOTT ISAACSON**  
**AMY SHUMWAY**  
**REBECCA WAYMENT**  
CITY COUNCIL

**SHANE PACE**  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Meagan Booth, City Planner

Date: April 14, 2020

SUBJECT: **SYDNEYS CORNER SUBDIVISION PHASE 2 SCHEMATIC PLAN**  
Property Owners: Fred and Jennifer Sanchez  
Applicant: Guy Haskell

### RECOMMENDATION

- A. Hold a Public Hearing, and;
- B. Move that the that the City Council approve the schematic plan for the Sydney's Corner Phase 2 Subdivision subject to all applicable Farmington City development standards and ordinances and the following conditions:
1. The applicant shall obtain approval of the 3-lot TDR by the City Council.
  2. The applicant shall address all outstanding DRC Comments.
  3. Transfer lots considered as a special exception may only occur because of blight, and the applicant must complete a blight study, as defined and consistent with State Code, and the City must establish a finding of blight for the receiving area in order to approve such transfer.

### Findings for Approval

1. The City will receive compensation for at least one of the additional lots in the form of a TDR transaction through cash payment.
2. All lots front an existing fully improved public ROW (650 West and Glover Lane).
3. The development mirrors the development across the street and is consistent with the General Plan, which development the City also approved 3 TDR lots to help clean-up blight.
4. The subdivision will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity.
5. The parcel size is comparable to the existing Sydney's Corner Subdivision.

### BACKGROUND

The applicant, Guy Haskell, is requesting schematic plan approval for four Lots on .94 acres of property located on the southwest corner of 650 west and Glovers Lane to create the Sydney's Corner Phase 2 Subdivision. The property is zoned AE (Agriculture Estates). As shown in the attached schematic plan, the subdivision will mirror the Sydney's Corner Subdivision, across the street to the east.

The minimum lot size for a conventional subdivision in the AE zone is 1 acre; therefore, the applicant is entitled to his one lot (albeit a legal nonconforming lot). However, an existing dilapidated home exists on-site and the land may be blighted, and in an effort to clean up the property to benefit the community as reasoned by Mr. Haskell, he is requesting 3 additional lots via a TDR transaction to make his deal work with the property owner. The concept of such TDRs, not for open space, but for blight, may only be approved by the Planning Commission as a special exception. However, a TDR transaction even if approved by the Planning Commission as a special exception because of blight, is subject to the review and approval by the City Council---by agreement, at the sole discretion of the Council.

Moreover, the proposed average lot size for the project is .22 acres or 9,583.2 square feet, which also requires a special exception because each lot is less than the minimum alternative lot size of 12,000 s.f. as set forth in the AE zone.

On March 5, 2020, the Planning Commission recommended that the City Council approve the schematic plan for the subdivision. The Commission also approved a special exception for the TDR lots because of blight subject to approval by the City Council. It should be noted that the City Council previously approved an identical request for the Sydney's Corner Subdivision [phase 1] across the street on the east side of 650 West, which included 3 TDR lots as well---for the purpose of removing blight.

The Planning Commission also approved a special exception for the smaller lot size on March 5<sup>th</sup>.

Supplemental Information

1. Vicinity Map
2. Schematic Plan

Applicable Ordinances

1. Title 12 Chapter 3 Schematic Plan
2. Title 12 Chapter General Requirements for all Subdivisions
3. Title 11 Chapter 10 Agricultural Zones
4. Title 11 Chapter 28 Section 240 Transfer of Development Rights/Lots (TDR)
5. Title 11 Section 11-03-045 Special Exceptions

Respectively Submitted

FOX: Meagan Booth  
Associate City Planner

Review and Concur

Shane Pace  
City Manager



Glovers Lane (925 South)

650 West

653 W

629 W

08-629-0001

945 S

08-959-0002

959 S

08-079-0001

08-080-0110

08-973-0001

973 S

08-080-0005

985 S

08-985-0001

1004 S

08-997-0001

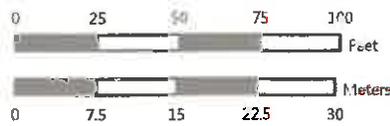
997 S

08-997-0100



# VICINITY MAP

Parcel ID 08-079-0008



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



**ENSIGN**  
THE SURVEY PROFESSIONALS

LAYTON  
185 N. 300 W. P.O. Box 304  
Layton, UT 84040  
Phone: 435.781.1100

SALT LAKE CITY  
1000 S. 1000 E.  
Salt Lake City, UT 84143  
Phone: 435.533.4343

BOCA RATON  
1000 S. 1000 E.  
Boca Raton, FL 33432  
Phone: 435.533.4343

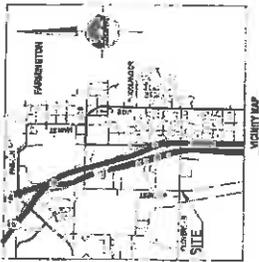
WWW.ENSIGNUTAH.COM  
UTAH SURVEYING BOARD  
No. 1000  
1000 S. 1000 E.  
Layton, UT 84040  
Phone: 435.781.1100

**SYDNEY CORNER SUBDIVISION  
PHASE 2  
650 WEST GLOVERS LANE  
FARMINGTON, UTAH**



**BOUNDARY  
TOPOGRAPHY  
SURVEY**

DATE: 08/11/11  
SCALE: AS SHOWN  
PROJECT: SYDNEY CORNER SUBDIVISION PHASE 2

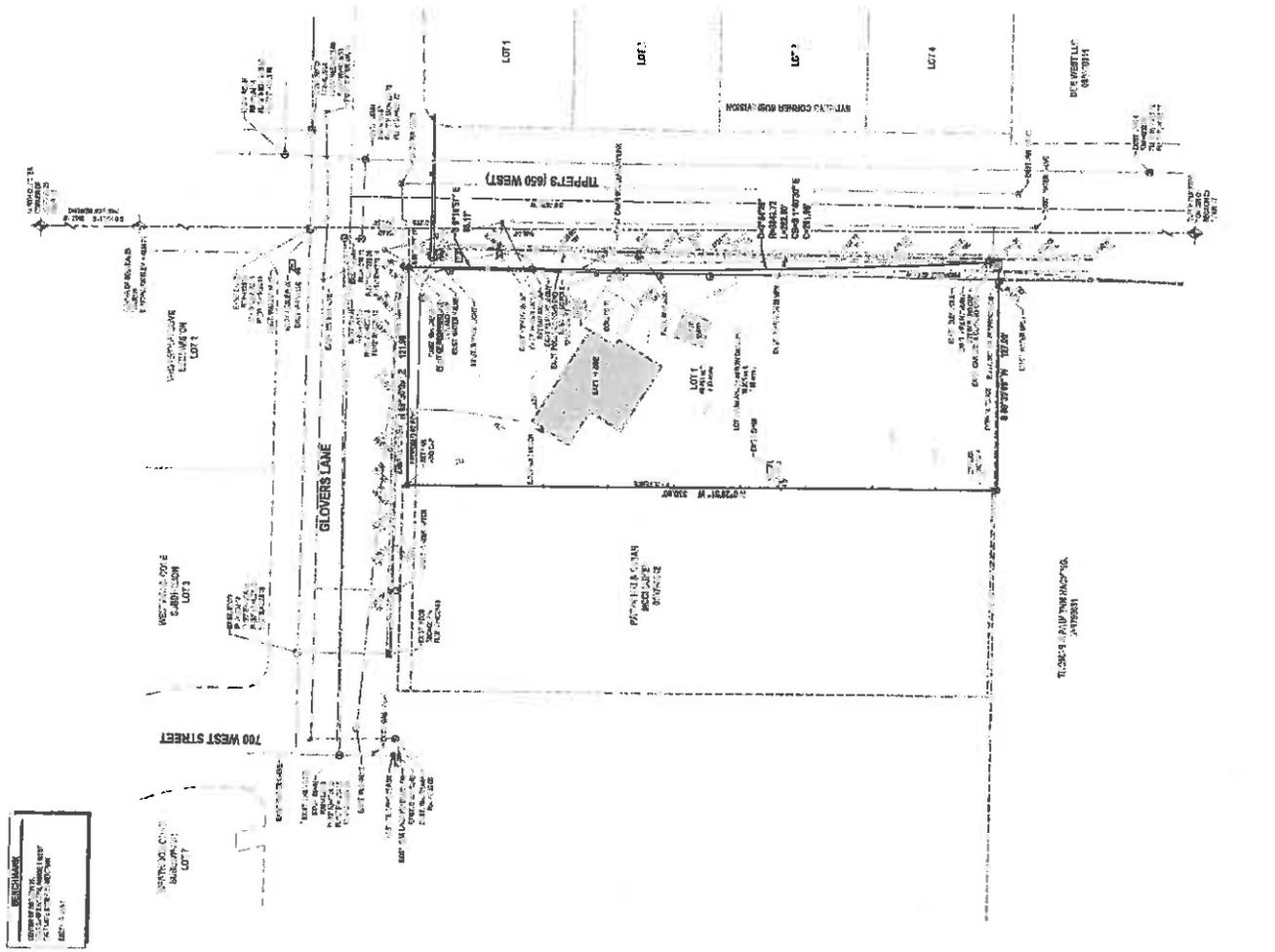


**NOTICE TO CONTRACTORS:**  
This survey was conducted in accordance with the Utah Surveying Act, Chapter 2, Title 48, Utah Code, and the Utah Surveying Board Rules, Chapter 2, Title 48, Utah Code. The survey was conducted in accordance with the Utah Surveying Board Rules, Chapter 2, Title 48, Utah Code, and the Utah Surveying Board Rules, Chapter 2, Title 48, Utah Code.

**NOTICE TO PROPERTY OWNERS:**  
This survey was conducted in accordance with the Utah Surveying Act, Chapter 2, Title 48, Utah Code, and the Utah Surveying Board Rules, Chapter 2, Title 48, Utah Code. The survey was conducted in accordance with the Utah Surveying Board Rules, Chapter 2, Title 48, Utah Code, and the Utah Surveying Board Rules, Chapter 2, Title 48, Utah Code.

**LEGEND**

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**ENSIGN**  
THE SURVEY PROFESSIONALS

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Phone: 435.533.4343

BOCA RATON  
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Boca Raton, FL 33432  
Phone: 435.533.4343

**CITY COUNCIL AGENDA**

For Council Meeting:  
April 14, 2020

**PUBLIC HEARING: Gardner Conservation Easement Amendment Request**

**ACTION TO BE CONSIDERED:**

1. Hold Public Hearing.
2. Move that the City Council approve the enclosed first amendment to the conservation easement document, which will provide a use map for the Conservation Easement. The easement encompasses 26.28 acres property and is located at approximately 375 South 1875 West and include Findings for Approval 1-9.

**GENERAL INFORMATION:**

See enclosed staff report prepared by David Petersen, Community Development Director.

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



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

BRETT ANDERSON  
SHAWN BEUS  
SCOTT ISAACSON  
AMY SHUMWAY  
REBECCA WAYMENT  
CITY COUNCIL

SHANE PACE  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: April 14, 2020

SUBJECT: **GARDNER CONSERVATION EASEMENT AMENDMENT REQUEST  
(M-2-20)**

### RECOMMENDATION

1. Hold a public hearing.
2. Move that the City Council approve the enclosed first amendment to conservation easement document, which will provide a use map for the Conservation Easement. The easement encompasses 26.28 acres property and is located at approximately 375 South 1875 West (Davis County Tax I.D. #08-073-0050).

### Findings:

The amendment to the Conservation Easement attached hereto is a---

1. Minor or incidental change which is not inconsistent with the conservation values or purposes of the Conservation Easement and/or provides clarification to aid in the interpretation of the document;
2. Consistent with the overall purpose of the Conservation Easement and will not be detrimental to or compromise the protection of the stated conservation values of the Property;
3. Substantially equivalent to or enhances the conservation values of the Property;
4. Consistent with the City's goals for conservation of land under the Farmington City Conservation Subdivision Ordinance and will not undermine the City's obligation to preserve and enforce other conservation easements it has accepted;
5. Minimum change necessary to achieve the desired and acceptable purpose;
6. Clearly warranted and in the best interest of the public and the subject Property;

7. The granting of the amendment will not set an unfavorable precedent for future amendment requests;
8. The amendment does not adversely affect the City's qualification as a holder of conservation easements or any claimed deduction for donation of the conservation easement; and
9. The amendment does not provide a private benefit for the landowner or any private party or parties no greater than found elsewhere in the community under similar circumstances.

## **BACKGROUND**

The subject property, which is un-platted, was set aside as open space in conjunction with the Farmington Ranches development. It is not owned by the HOA, but was retained in private ownership.

Standard of Review. Conservation easements exist in perpetuity and are intended to provide permanent protection and preservation of the encumbered property, and may be only amended under one or more of the following conditions set forth in Section 7 (see enclosed Conservation Easement Amendment Policy) as follows:

- a. The amendment represents a minor or incidental change which is not inconsistent with the conservation values or purposes delineated in the easement.
- b. The amendment corrects an error or oversight in the original conservation easement, including, but not limited to: correction of legal descriptions; inclusion of standard language unintentionally omitted; clarification of ambiguous language; clarification of obsolete terms; or clarification to aid in interpretation of the document in the future.
- c. The amendment addresses or responds to any condemnation or threat of condemnation of a portion or all of property encumbered by a conservation easement, and preserves, to the greatest extent possible, the conservation values and intent of the original easement.

### **Supplementary Information**

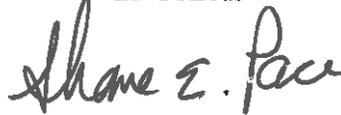
1. Vicinity Map
2. Letter from Property Owners (with elevations/plans of proposed building)
3. Farmington City Conservation Easement Amendment Policy.
4. Proposed Amendment to Conservation Easement
5. Original Conservation Easement

Respectively Submitted



David Petersen  
Community Development Director

Review and Concur



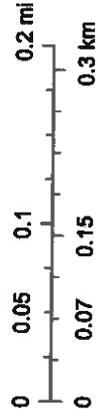
Shane Pace  
City Manager

# ArcGIS Web Map



4/9/2020, 9:11:40 AM

1:9,028



-  Farmington City Boundary
-  Parcels

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus  
Farmington City  
USDA FSA |



March 24, 2020

**Dave Petersen, AICP**  
**Community Development Director**  
Office: 801.939.9211 Cell: 801.381.3575  
[dpetersen@farmington.utah.gov](mailto:dpetersen@farmington.utah.gov)

Dear Dave,

I am writing this letter to ask the Farmington City Council to amend certain provisions of the Conservation Easement dated February 6<sup>th</sup> 2007, between Kem C. Gardner Family Partnership, LTD, as "Grantor" and Farmington City as "Grantee". My name is B. Greg Gardner, Trustee for BG Gardner Family Trust, having purchased from the Grantor the 26.4 acre property located at 441 Comanche Road, more particularly described as "open space and farmland" in said Conservation Easement.

The purpose of my letter is petition the Council to approve amending the easement to allow the construction of a small barn on the property in a certain location as described on the Exhibit attached. This purpose for the barn is house equipment, ie., tractors, implements, horse tack, trailers, irrigation lines, hay and other materials which are critical for the maintenance of the property and its' operation. The number of permitted animals will be kept to the limits now contained in the easement.

The barn, along with the three (3) rail cedar fencing will beautify the property, making it into beautiful hay producing pastures for the animals housed and maintained there. This property borders the Ranches trail system and the improvements will enhance the rural open space objectives as originally intended by the City and Developers. For your information, there are several barns of equal or larger size on surrounding properties, so granting this petition will not set an unfavorable precedent.

Finally, for a little background, I was a resident of Farmington for 22 years from 1990 to 2012, and am glad for the opportunity to return and give back to the community by spending a lot of time and money to beautify this conservation property. Because there is an abundance of pressurized water on the property, there is great potential to make this heretofore unkempt ground into a green fertile parklike parcel. Thank you for your consideration of this matter.

Sincerely,

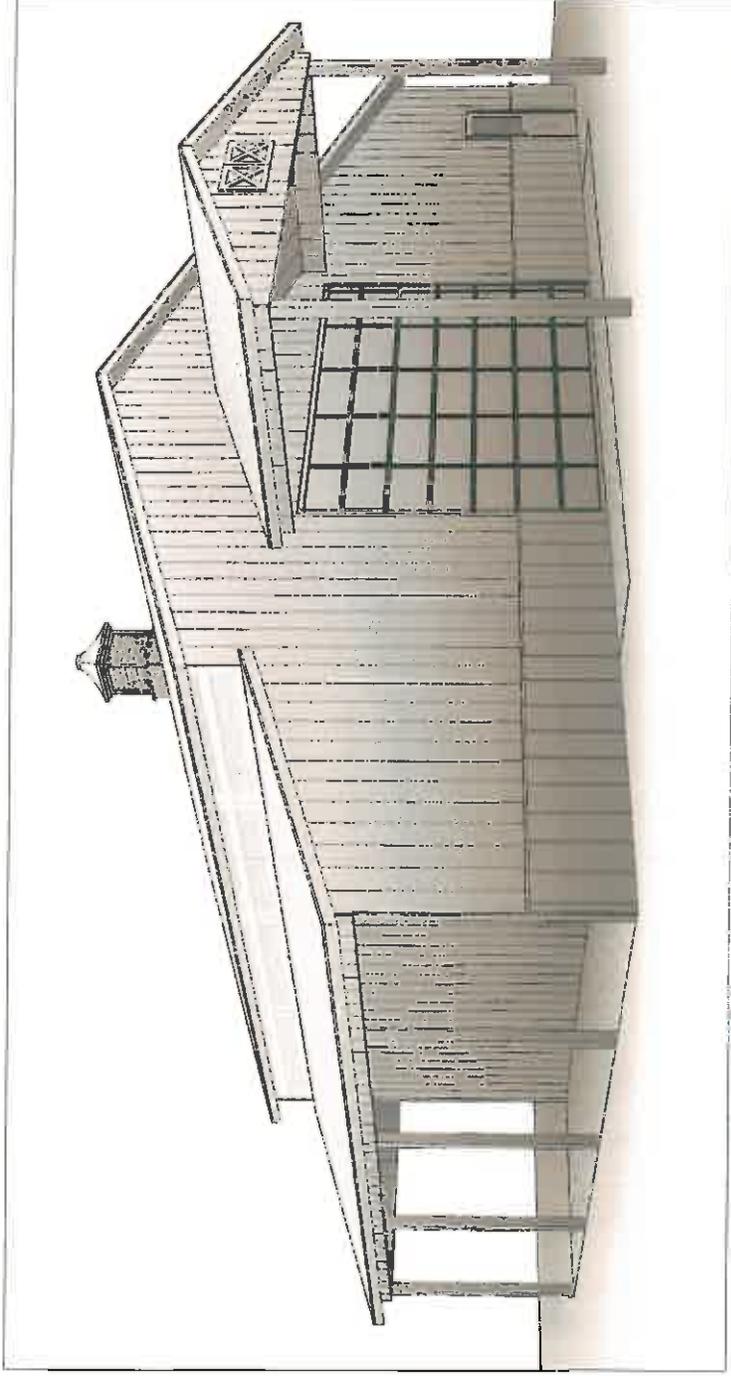
A handwritten signature in cursive script that reads "B. Greg Gardner".

B. Greg Gardner Trustee for,

BG Gardner Family Trust

# ROPER BUILDINGS

## GREG GARDNER BLDG.



### DRAWING INDEX

AC	Title Page
A1	Foundation Plan
A2	First Floor Plan
A3	Elevations

DATE: 3/18/2020

### CONTACTS

**DRAFTING:**  
 RAW DESIGN  
 CONTACT: CHRIS CARLTON  
 PHONE: (801) 879-6114

**ENGINEERING:**  
 PRICE ENGINEERING  
 CONTACT: KYLE PRICE  
 PHONE: (801) 781-8274

**CONTRACTOR:**  
 ROPER BUILDINGS  
 CONTACT: DAN SCARBROUGH  
 PHONE: (801) 889-3830

### BUILDING INFORMATION

**BUILDING INFORMATION:**  
 DIMENSIONS: 36' x 40' = 1,440 Sq. Ft.  
 LEAN DIMENSIONS: (2) 12' x 40', 16' x 12', 20' x 12'  
 LEAN SQUARE FOOTAGE: 1,392 Sq. Ft.  
 TOTAL SQUARE FOOTAGE: 2,832 Sq. Ft.

**SITE INFORMATION:**  
 ADDRESS:  
 441 Comanche Road  
 Farmington, UT 84026

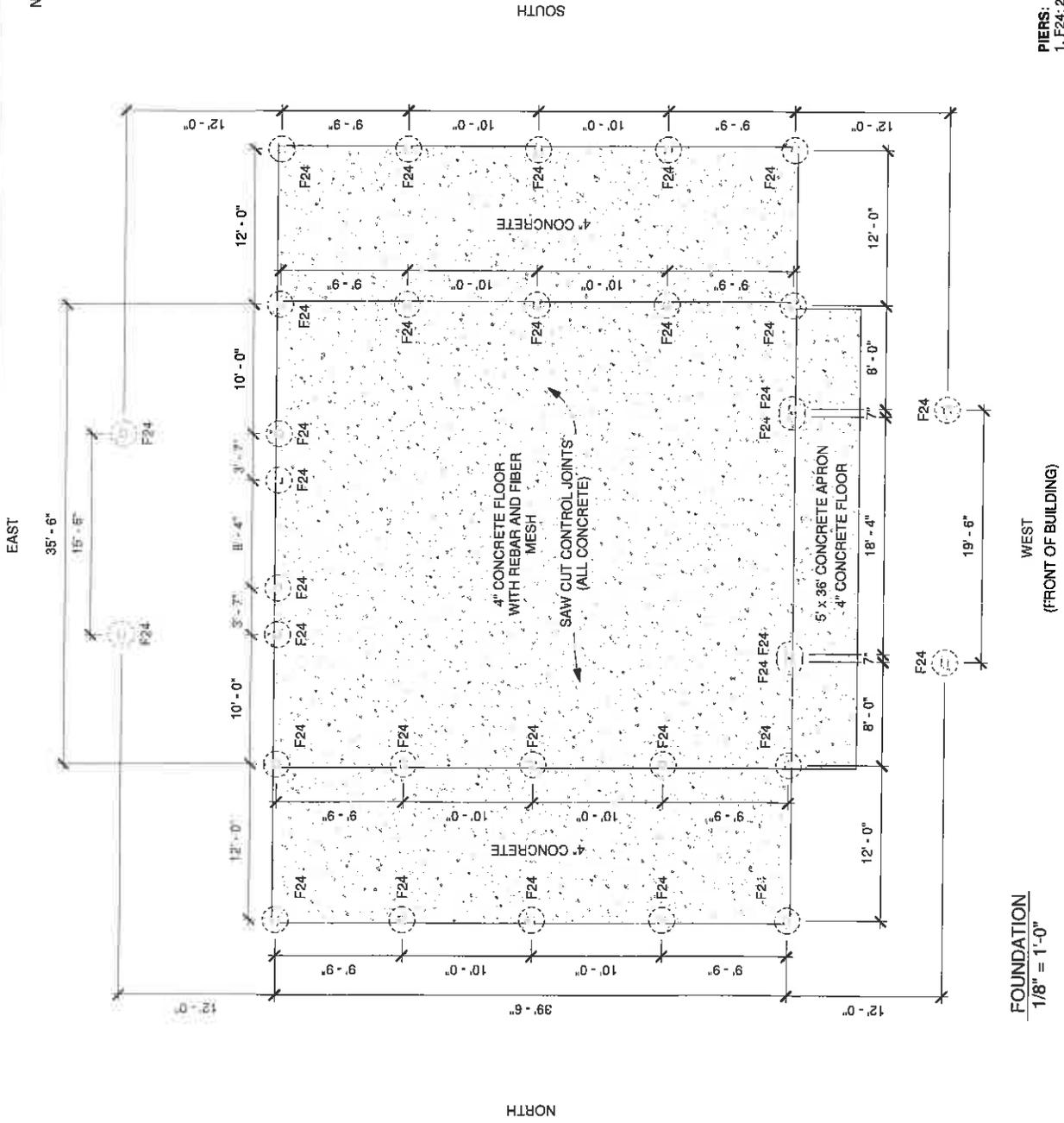
**ROPER BUILDINGS**  
 DAN SCARBROUGH  
 (801) 540-5586

**GREG GARDNER BLDG.**  
 441 Comanche Road  
 Farmington, UT 84025

Date: 9/18/2020  
 Scale: 1/8" = 1'-0"  
 Drawn by: CBC  
 Job: GARDNER  
 Foundation Plan

**A1**

NOTES: REBAR MAT ON 3' CENTERS



PIERS:  
 1. F24: 24" DIA. X 36" DEEP CONCRETE PIER.

**ROPER BUILDINGS**  
 DAN SCARBROUGH  
 (801) 540-5588

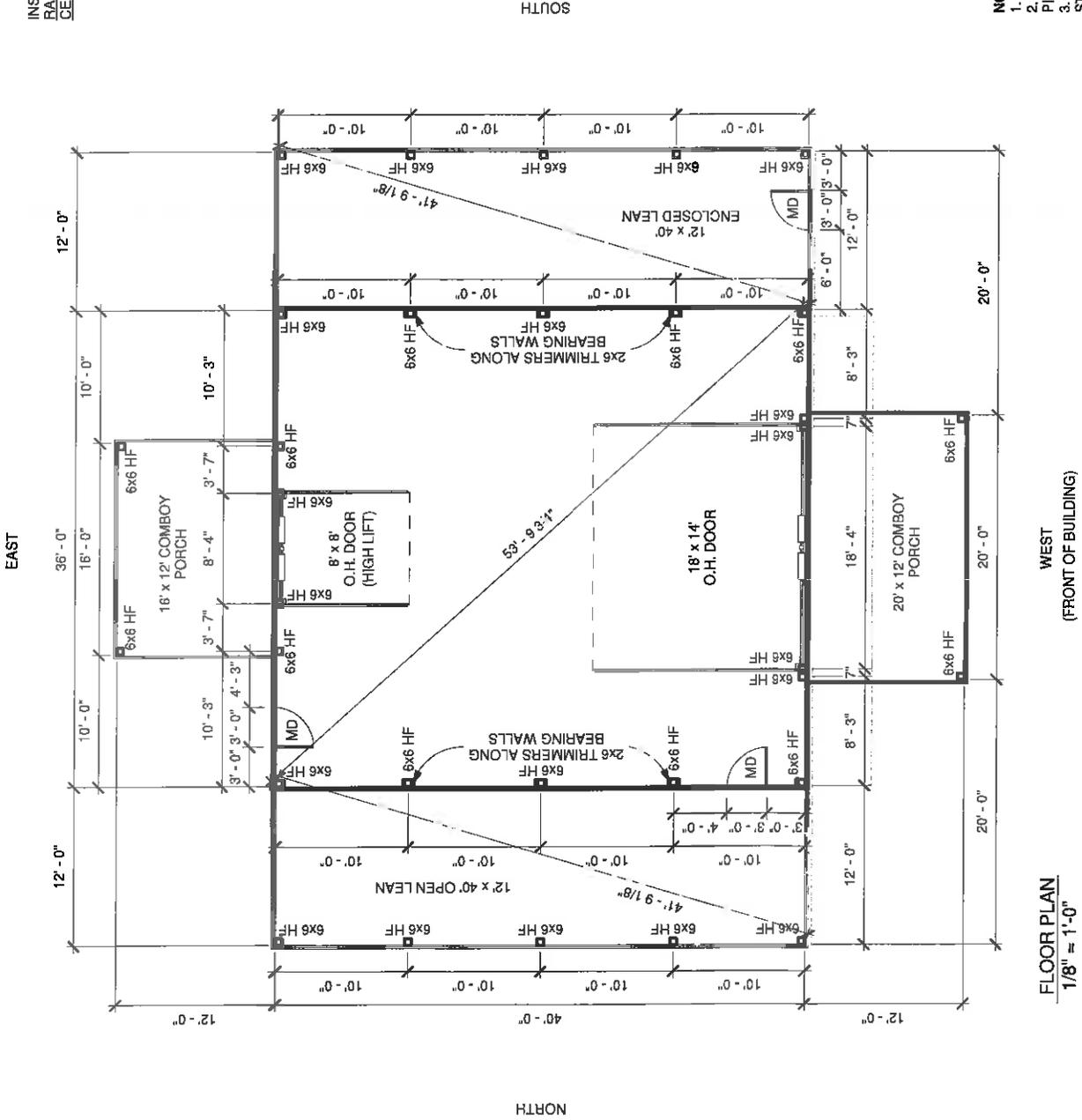
**GREG GARDNER BLDG.**  
 441 Comanche Road  
 Farmington, UT 84025

Date: 3/18/2020  
 Scale: 1/8" = 1'-0"  
 Drawn by: CBC  
 Job: GARDNER  
 First Floor Plan

**A2**

INSULATION: R7 IN ROOF (3 ROLLS)  
 RADIANT BARRIER INSULATION IN  
 CEILING

- NOTES:**
1. 6x6 HF #1 TREATED POST
  2. EMBED POST INTO CONCRETE PIER, SEE DETAIL ON SHEET A7.
  3. WALLS: STANDARD GIRTS, 29 GA. STEEL PANEL.



**FLOOR PLAN**  
 1/8" = 1'-0"

WEST  
 (FRONT OF BUILDING)



**FARMINGTON CITY  
CONSERVATION EASEMENT AMENDMENT POLICY**

**1. Farmington City Conservation Easements.**

Farmington City is a governmental entity and a tax exempt entity under Section 501(c) of the *Internal Revenue Code* qualified to acquire conservation easements under the terms of the Land Conservation Easement Act, as set forth in *Utah Code Ann.* §§ 57-18-1, *et seq.*, as amended. Farmington City has enacted Conservation Subdivision Ordinances, as more particularly set forth in Title 11, Chapter 12, of the Farmington City Municipal Code, providing for the development of subdivisions with incentives to preserve and provide for the conservation of open space and other sensitive and valued land within the City. Farmington City has acquired a number of conservation easements over and across various open space and conservation lands within the City and intends to acquire and provide for future conservation easements preserving and protecting open space and conservation lands within the City. Farmington City holds such conservation easements for the benefit of current and future generations and has the obligation to uphold such conservation easements in perpetuity for the purposes set forth therein.

**2. Amending Conservation Easements in General.**

Conservation easements are generally intended to provide for the permanent and perpetual protection and preservation of the encumbered property. By their terms, conservation easements are not generally permitted to be terminated or altered. It is very important to land conservation efforts to provide for and honor the permanence of conservation easement restrictions. If they are not treated as essentially unchangeable, landowners may be less willing to entrust the protection of their property to land trusts and/or to encumber their property with conservation easements. However, it has also been noted that it is unrealistic to expect that conservation easements must or should always preclude amendment. There are too many unknowns at the time of creation of a conservation easement, and it is often not possible to foresee and record for all time the best and sole use of property. As such, some jurisdictions have recognized that amendments to conservation easements may be necessary on occasion and under reasonable circumstances.

**3. Farmington City Amendment Policy.**

It is Farmington City's intent and desire to uphold the terms and conditions of conservation easements it holds and to preserve and protect the conservation values of all property so encumbered. Farmington City also recognizes the need to provide for amendments to such easements in limited circumstances as necessary. Any and all amendments to conservation easements held by Farmington City must be approached with great care and shall be approved only in limited circumstances in accordance with and subject to the amendment policies and procedures more particularly set forth herein.

**4. Amendment Application.**

Any person or entity that is the legal property owner of record of property encumbered by a conservation easement held by Farmington City desiring to amend the provisions of such conservation easement shall be required to file a written application for amendment with the City. All applications for amendment shall be signed by the property owner(s) of record, or his/her/its authorized agent, and filed with the Community Development Director. All applications for amendment shall include the following:

- a. A written description of the proposed conservation easement amendment, including suggested language for any text amendments;
- b. A statement of the grounds and reasons for the proposed amendments and sufficient evidence in support of the same, including discussion of the compliance of the amendment with the qualifications and criteria set forth in this Policy;
- c. All maps and/or documents applicable to the proposed amendment;
- d. The names and addresses of all property owner(s) of record for the subject property encumbered by the conservation easement; and
- e. The fee required for conservation easement amendments as set forth in the City's Consolidated Fee Schedule.

**5. Application Fee and Costs.**

Unless specifically waived by the City, the application fee for a conservation easement amendment application shall be as set forth in the City's Consolidated Fee Schedule. The applicant shall also pay any staff, legal, and engineering fees incurred by the City in response to an application request. A "Professional Services Deposit" in an amount as set forth in the City's Consolidated Fee Schedule shall be collected at the time of application to cover these costs. Any unused deposit will be refunded to the applicant, and applicant will be responsible for any costs incurred above the amount collected for the Professional Services Deposit. Such fees shall be paid whether the application is approved or not. In addition, the City may condition approval of the amendment upon payment to a Conservation Easement Enforcement and Monitoring Fund of an amount sufficient to offset any increased monitoring or enforcement obligations of the City.

**6. Application Review and Approval.**

- a. **Community Development Director Recommendation.** The Community Development Director, or his or her designee, shall review any application for amendment to a conservation easement. Such review shall include, at a minimum, a site visit to the subject property and a review of the original records of approval for the easement, including the stated conservation values of the subject easement. The Community Development Director shall prepare a written report of recommendation

regarding the proposed conservation easement amendment to the City Council for their review and consideration in accordance with the procedures set forth herein. The Community Development Director may request any further information, data or evidence deemed necessary from the applicant. Upon completion of his or her review, the Community Development Director shall forward his or her report of recommendation to the City Council.

b. **Notice and Public Hearing.** The City Council shall provide at least fourteen (14) days advance notice of a public hearing to be held in consideration of the proposed conservation easement amendment. Such notice shall be provided by publishing in a daily newspaper of general circulation in the City. After proper notice, the City Council shall hold a public hearing on the proposed conservation easement amendment. In addition to the public hearing, the applicant shall be provided an opportunity to address the City Council regarding the amendment and to respond to any issues or comments made regarding the proposed amendment during public comment or raised by the City Council.

c. **City Council Review and Approval.** The City Council shall review the application and record provided for the proposed amendment and shall consider relevant public comment regarding the same. The City Council shall further review and determine whether the proposed amendment meets the qualification and criteria set forth in this Policy. The City Council may thereafter approve or deny, in whole or in part, the application for amendment.

d. **Executed Recording.** Most conservation easements, by their terms, require approval of the amendment by both the Grantor and the Grantee, or their authorized successors and assigns. Any amendments to a conservation easement permitted hereunder shall be in writing, signed by the required parties of interest, and recorded in the Davis County Recorder's Office.

e. **Easement Terms.** In the event the terms of the subject conservation easement provide for greater noticing or procedural requirements for any amendment, such noticing and procedural requirements shall govern. The procedures and noticing provisions set forth herein are intended to be a minimum.

## **7. Conditions for Qualification.**

Any request for amendment to a conservation easement will be reviewed by the City Council according to the procedures set forth in this Policy and will be approved only under one or more of the following conditions:

a. The amendment represents a minor or incidental change which is not inconsistent with the conservation values or purposes delineated in the easement.

b. The amendment corrects an error or oversight in the original conservation easement, including, but not limited to: correction of legal descriptions; inclusion of standard language unintentionally omitted; clarification of ambiguous language; clarification of obsolete terms; or clarification to aid in interpretation of the document in the future.

c. The amendment addresses or responds to any condemnation or threat of condemnation of a portion or all of property encumbered by a conservation easement, and preserves, to the greatest extent possible, the conservation values and intent of the original easement.

## **8. Mandatory Criteria.**

Any request for amendment to a conservation easement will be reviewed by the City Council according to the procedures set forth in this Policy and will be approved only if all of the following criteria can be met:

a. The amendment is consistent with the overall purposes of the conservation easement and will not be detrimental to or compromise the protection of the stated conservation values of the property.

b. The amendment is substantially equivalent to or enhances the conservation values of the property, adds adjacent land, or achieves greater conservation of the property.

c. The amendment is consistent with the City's goals for conservation of land under applicable City Ordinances and will not undermine the City's obligation to preserve and enforce conservation easements it has accepted.

d. The amendment is the minimum change necessary to achieve the desired and acceptable purpose.

e. The amendment is clearly warranted and in the best interest of public and subject property.

f. Granting of the amendment will not set an unfavorable precedent for future amendment requests.

g. The amendment does not adversely affect the City's qualification as holder of conservation easements.

h. The amendment does not provide a private benefit to the landowner or any private party.

**WHEN RECORDED, MAIL TO:**

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

Parcel Number: 08-073-0050

**FIRST AMENDMENT TO  
CONSERVATION EASEMENT**

**THIS FIRST AMENDMENT TO THE CONSERVATION EASEMENT** (the "First Amendment") is made and entered into as of the \_\_\_\_\_ day of April, 2020, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and the **OWNER** of Parcel 08-073-0050, hereinafter referred to as "Owner."

**RECITALS:**

A. The City and Kem C. Gardner Partnership, LTD, a Utah limited liability company, as the original grantor, entered into that certain Conservation Easement dated February 26, 2007, and recorded at the Davis County Recorder's Office on February 9, 2007, as Entry No. 2243264, Book No. 4217, Pages 136-157 ("Conservation Easement"), preserving and protecting open space next to the Farmington Ranches Phase 8 Subdivision; and

B. The underlying property subject to the Conservation Easement is identified on Davis County records by the tax I.D. #08-073-0050 as more particularly described in Exhibit A to the Conservation Easement and incorporated herein by this reference ("Property"); and

C. The Owner desires to amend Exhibit B to the Conservation Easement by including a Use Map which was not provided in the original document; and

D. The City has reviewed the proposed amendment to the Conservation Easement in accordance with the City's Conservation Easement Amendment Policy ("Amendment Policy") and has held a public hearing, including required notice of the same, in accordance with the Amendment Policy; and

E. The City has determined, in accordance with the Amendment Policy that the amendment is legally permissible, consistent with the purposes and intent of the Conservation Easement, and is warranted under the circumstances as more particularly set forth herein, and the City is willing to amend the Conservation Easement subject to and in accordance with the terms and conditions of this First Amendment.

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

1. **Purpose.** The stated purpose of the Conservation Easement is to assure that the Property will be retained forever in its natural, scenic, agricultural and/or open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. The stated conservation values of the Conservation Easement are: unique, sensitive, natural, ecological, educational, scientific, wildlife, farmlands, water resources, wetlands, riparian communities, floodplains and open space. Among other permitted and conditional uses of the Property, the following uses may be allowed on the Property as permitted uses in accordance with applicable City ordinances: agriculture uses, including raising crops, class "B" livestock, as defined by Farmington City Ordinances, and associated buildings, and equestrian facilities for class "B" animals, in designated areas only as delineated on Exhibit "B".

2. **Amendment Policy and Procedures.** In compliance with the Amendment Policy, it is the City's intent and desire to uphold the terms and conditions of conservation easements it holds and to preserve and protect the conservation values of all property so encumbered. The City also recognizes the need to provide for amendments to such easements in limited circumstances as necessary. Pursuant to the terms and conditions of the Amendment Policy, the City Council held a public hearing on the proposed amendment providing the applicant, the public and any interested party the opportunity to comment on the proposed amendment. The City provided fourteen (14) days advance notice of such hearing by publishing notice thereof in the Ogden Standard Examiner, a daily newspaper of general circulation within the City.

3. **Findings.** The amendment to the Conservation Easement provided for herein updates Exhibit B and clarifies that agriculture uses, including raising crops, class "B" livestock, as defined by Farmington City Ordinances, and associated buildings, and equestrian facilities for class "B" animals, in designated areas only as delineated on Exhibit "B" are included as permitted uses. Pursuant to provisions and requirements of the Amendment Policy, the City Council hereby finds that such amendment to the Conservation Easement is minor or an incidental change which is not inconsistent with the conservation values or purposes of the Conservation Easement and/or provides clarification to aid in the interpretation of the document. The City Council further finds that the amendment is consistent with the overall purpose of the Conservation Easement and will not be detrimental to or compromise the protection of the stated conservation values of the Property; the amendment is substantially equivalent to or enhance the conservation values of the Property; the amendment is consistent with the City's goals for conservation of land under the Farmington City Conservation Subdivision Ordinance and will not undermine the City's obligation to preserve and enforce other conservation easements it has accepted; the amendment is the minimum change necessary to achieve the desired and acceptable purpose; the amendments is clearly warranted and in the best interest of the public and the subject Property; the granting of the amendment will not set an unfavorable precedent for future

amendment requests; the amendment does not adversely affect the City's qualification as a holder of conservation easements or any claimed deduction for donation of the conservation easement; and the amendment does not provide a private benefit for the landowner or any private party or parties no greater than found elsewhere on property similarly situated in the community.

4. **Amendment to Permitted Uses.** Exhibit "B" of the Conservation Easement is hereby amended to include the Use Map set forth in Exhibit "X" attached hereto and by this reference made a part hereof.

5. **Full Force and Effect.** The terms of this First Amendment are hereby incorporated as part of the Conservation Easement. All other terms and conditions of the Conservation Easement not modified by this First Amendment shall remain the same and are hereby ratified and affirmed. To the extent the terms of this First Amendment modify or conflict with any provisions of the Conservation Easement, the terms of this First Amendment shall control.

6. **Binding Effect.** This First Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective officers, employees, representatives, successors and assigns.

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

**"CITY"**

**FARMINGTON CITY**

**ATTEST:**

\_\_\_\_\_  
Holly Gadd, City Recorder

By: \_\_\_\_\_  
Mayor H. James Talbot

**"OWNER"**

By: \_\_\_\_\_  
B. Greg Gardner, Trustee

**CITY ACKNOWLEDGMENT**

STATE OF UTAH )  
 :ss.  
COUNTY OF DAVIS )

On the \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me **H. JAMES TALBOT**, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said H. James Talbot acknowledged to me that the City executed the same.

\_\_\_\_\_  
Notary Public

**OWNER ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 :ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, B Greg Garner, the undersigned notary public, the signer(s) of the foregoing instrument, who duly acknowledged to me that he signed it freely and voluntarily and for the purposed therein mentioned as the Trustee of the BG Gardner Family Trust.

\_\_\_\_\_  
Notary Public

**EXHIBIT X**

Use Map



0  
27

E 2243264 B 4217 P 136-157  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
02/09/2007 08:54 AM  
FEE \$0.00 Pgs: 22  
DEF RTT REC'D FOR FARMINGTON CITY  
CORP

**WHEN RECORDED, MAIL TO:**

Farmington City  
c/o City Manager  
P.O. Box 160  
Farmington, Utah 84025

sw 23-3m-1w

08-073-0049pt **CONSERVATION EASEMENT**

(OPEN SPACE AND FARMLAND)

**THIS CONSERVATION EASEMENT** is made this 6<sup>th</sup> day of February, 2007, by **KEM C. GARDNER FAMILY PARTNERSHIP, LTD**, a Utah limited liability company (hereinafter "Grantor"), whose address is c/o The Boyer Company, 90 South 400 East, Suite 200, Salt Lake City, Utah 84101, in favor of Farmington City, a municipal corporation, (hereinafter "Grantee"), whose mailing address is P. O. Box 160, Farmington, UT 84025

**RECITALS:**

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

**WHEREAS**, the Property possesses unique and sensitive natural, scenic, open space, wildlife, farmland, floodplain, and/or wetland values (collectively referred to as "conservation values") of great importance to the Grantor, the Grantee, Farmington City, and the public; and

**WHEREAS**, Grantor intends that the conservation values of the Property be preserved and maintained by 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 ecological, agricultural, open space, recreational and educational uses of the Property; and

**WHEREAS**, Grantor intends to preserve and protect the conservation values of the Property in perpetuity through this Easement and dedication of the same to Grantee.

**WHEREAS**, Grantee is 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 the Utah

Land Conservation Easement Act as set forth in *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.

a) 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 natural, ecological, water, wildlife, open space, farmland, wetland, floodplain, scenic, educational and aesthetic values present on the Property, to have and to hold unto Grantee, its successors and assigns forever.

b) Property. The Property subject to this Easement consists of approximately 413 acres of the Farmington Ranches Conservation Subdivision Development located in Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, State of Utah, as more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference.

c) Current Use and Condition of Property. The Property presently consists of wetlands, pasture lands, agricultural structures including barn and silos, and natural open spaces and is located at approximately 100 North and 1500 West, Farmington, Utah. The existing and permitted conditions and uses of the Property are more particularly described on the Use Map set forth in Exhibit "B," attached hereto and incorporated herein by this reference. The Property has the following specific conservation values: unique, sensitive, natural, ecological, educational, scientific, scenic, aesthetic, wildlife, farmlands, water resources, wetlands, riparian communities, floodplains and open space.

d) 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 natural, scenic, agricultural and/or open 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.

e) Duration. The duration of the Easement shall be perpetual.

f) Permitted and Conditional Uses.

(a) 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 uses, including raising crops, class "B" livestock, as defined by Farmington City Ordinances, and associated buildings, structures and, as approved by Farmington City, necessary access roads, excluding commercial livestock operations involving swine, poultry and mink, in designated areas only as delineated on Exhibit "B."

(iii) Pastureland for sheep, cows and horses in designated areas only as delineated on Exhibit "B."

(iv) Equestrian facilities for class "B" animals, as defined by Farmington City Ordinances, in designated areas only as delineated on Exhibit "B;" provided, enclosed riding arena(s) shall require a conditional use permit from the City of Farmington in accordance with the provisions of Subsection (b).

(v) Underground utility facilities and easements for drainage, sewer, water, or other public facilities and purposes, including easements for maintenance access to such facilities, in locations as approved by the City of Farmington, subject to restoration of the Property to its natural condition within a reasonable time frame not to exceed ninety (90) days, unless otherwise agreed to in writing by the Grantee, which restoration shall be conducted to the reasonable satisfaction of the Grantee to protect and preserve the conservation values of the Property. Nothing contained herein shall prevent the continued use of existing above-ground utility facilities to the extent permitted by law as delineated on the Use Map set forth in Exhibit "B."

(vi) Public streets approved by the City of Farmington in designated areas as set forth on approved subdivision plat(s).

(vii) Although fencing is not encouraged, existing fences may be repaired and replaced, and new fences may be built on the Property as necessary and appropriate in connection with permitted or conditional uses such as grazing and equestrian uses. New fences may also be built on the Property located within Conservancy Lots, if permitted by law.

(viii) Existing agricultural structures and improvements may be repaired, reasonably enlarged and replaced at their current locations as delineated on Exhibit "B." Although not encouraged, new buildings and other structures or improvements to be used primarily for agricultural purposes, including residential structures used solely to house farm owners, tenants and employees, may be built on the Property in

designated areas as delineated on Exhibit "B" as a conditional use in accordance with the provisions of Subsection (b).

(ix) Livestock grazing may be permitted on the Property in designated areas as delineated on Exhibit "B," provided that good range stewardship and proper management of livestock is provided. 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 range resource, wildlife habitat or conservation values of the Property.

(b) 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:

(i) Non-commercial and non-motorized recreational use of the Property, such as trails, bikeways, playing fields and playgrounds, in designated areas only as delineated on Exhibit "B."

(ii) Community open space uses, such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses, excluding motorized vehicles, firearm shooting ranges and commercial uses, in designated areas only as delineated on Exhibit "B."

(iii) Agricultural uses, including raising crops and class "C" livestock, as defined by Farmington City Ordinances, and associated buildings and structures, excluding commercial livestock operations involving swine, poultry and mink, in designated areas only as delineated on Exhibit "B."

(iv) Educational structures and improvements in designated areas as delineated on Exhibit "B." The establishment of such structures and improvements shall be limited to education purposes and shall be consistent with the conservation and agricultural uses of the Property. Residential use of such structures may be permitted as part of the conditional use permit solely to house conservation easement management or enforcement personnel.

(v) Water structures, improvements, marshlands, wetlands, riparian communities and ponds may be established, constructed and maintained on the Property, provided such structures or improvements are consistent with the conservation purposes of this Easement.

g) 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. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

i) Any residential, commercial or industrial activity, except as expressly permitted in this Easement. It is expressly acknowledged that a portion of the underlying fee of real property protected by this Easement may be contained in individual private lot ownership in such areas designated as Conservancy Lots on Exhibit "B." While residential use may be made of the portions of the Conservancy Lots lying outside the Easement Property, the portions of such Conservancy Lots included within the Easement Property shall be subject to all the terms and conditions of this Easement, including the prohibition against any residential use of such property.

ii) Any development, construction or location of any man-made modification or improvements such as buildings, structures, fences, roads, parking lots, or other improvement on the Property, except as expressly permitted in this Easement.

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

iv) Any dumping or storing of ashes, trash, garbage or junk on the Property.

v) The manipulation or alteration of natural watercourses, wetlands, or riparian communities, except as expressly permitted herein or as approved by the City of Farmington as designated on approved subdivision plat(s), necessary for the use of the Property and then, in any event, only to the extent that such manipulation or alteration shall not result in a significant injury to or the destruction of significant conservation values.

vi) Burning of any materials on the Property, except as necessary for agricultural, drainage and fire protection purposes.

vii) 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 to maintain and operate utility lines running through the Property in accordance with the terms and conditions of such approved use and the maintenance plan for the Property.

viii) Hunting or trapping for any purpose other than predatory or problem animal control on the Property.

ix) Establishment or maintenance of any grazing or livestock feedlots on the Property, which shall be defined for purposes of this Easement as a permanently constructed confined area or facility within which the land is not grazed or cropped annually, for purposes of engaging in the business of the reception and feeding of livestock for hire.

x) Any agricultural use of the Property not expressly permitted herein.

xi) Advertising of any kind or nature on the Property and any billboards or signs; provided, directory and information signs may be displayed describing the Conservation Easement and prohibited or authorized use of the same.

xii) 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.

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

xiv) The division, subdivision or *de facto* subdivision of the Property; except for subdivision and dedication of the Property as necessary to dedicate approved trails within the Property, including the Great Salt Lake Shoreline Trail and the Cross Project Trail, as specifically delineated on Exhibit "B," or as necessary and desirable to dedicate a portion of the underlying fee to a qualified conservation organization in accordance with the purposes and intent of this Easement for the preservation, protection and enhancement of the conservation values of the Property.

xv) Changing the topography of the Property by placing on it any soil, dredging spoils, land fill, or other material, except as necessary to conduct specific agricultural purposes or to construct other structures, conditions or improvements as permitted herein.

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

h) 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.

i) Grantee has the right to enforce the terms of this Easement for the purpose of preserving and protecting the conservation values of the Property.

ii) 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. Grantee shall give reasonable notice of any such entry onto portions of the Property contained in individual private lot ownership as designated on Exhibit "B" as Conservancy Lots.

iii) 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.

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

v) Grantee has the right to place signs on the Property which identify the Property as being protected by this Easement, exclusive of those portions of the Property contained in individual private lot ownership as designated on Exhibit "B" as Conservancy Lots.

vi) Grantee has the right to enter on the property to study and make ecological and scientific observation of the Property and its ecosystems, exclusive of those portions of the Property contained in individual private lot ownership as designated on Exhibit "B" as Conservancy Lots, unless otherwise permitted by such owners.

i) 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 rights reserved in Grantor by this Easement, Grantor shall be subject to all 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 aesthetic, open space, farmland, floodplain, wetland and/or wildlife habitat values of the Property.

j) Enforcement of Easement.

i) 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.

ii) **Failure to Act.** If, for a 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.

iii) **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.

iv) **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.

v) **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.

vi) **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.

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

k) 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) Grantor reserves the right to use, maintain, establish, construct and improve water sources, water courses, marshlands and ponds within the Property for uses permitted by this Easement, provided Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion, or improve the agricultural or wetlands potential of the Property, provided such alteration is consistent with the conservation purpose of this Easement. Grantor retains and reserves the right to use any appurtenant water rights sufficient to maintain the agricultural and educational productivity of the Property. Grantor shall not transfer, encumber, lease, sell or otherwise sever any water, mineral or other rights from title to the Property itself.

(c) 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 subsurface utilities as permitted herein. After exercise of rights retained herein, Grantor or the permitted entity or utility company in interest, shall take reasonable actions to restore the Property to its natural condition existing prior to the conduct of any of the foregoing activities.

l) Extinguishment of Development Rights. Except as otherwise reserved to the Grantor in this Easement, 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.

m) Maintenance. The Property shall be maintained by Grantor in accordance with the Maintenance Plan set forth as Exhibit "C," attached hereto and incorporated herein by this reference. Grantor shall be solely responsible for the upkeep and maintenance of the Property.

n) 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.

o) 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.

p) 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.

q) 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*.

r) 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.

s) 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.

t) 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:

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

To Grantor:

Kem C. Gardner Family Partnership, LTD  
Attn: Kem Gardner  
90 South 400 West, Suite 300, 84101  
Salt Lake City, Utah 84101

or to such other address as the Grantee or Grantor shall from time to time designate by written notice.

u) 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.

v) 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 agricultural viability of the Property or otherwise 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.

w) 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 attorney's 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.

x) 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.

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

z) 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.

aa) 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.

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

cc) 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.

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

ee) 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.

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

**GRANTOR:**  
**KEM C. GARDNER FAMILY PARTNERSHIP,**  
**LTD**

*[Handwritten Signature]*  
By: MANAGER  
Its: Manager and Member

**GRANTEE:**  
**FARMINGTON CITY**

By: *[Handwritten Signature]*  
Scott Harbertson, Mayor

**ATTEST:**

*Margy L. Lomax*  
Margy L. Lomax, City Recorder



**GRANTOR'S ACKNOWLEDGMENT**

STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF Salt Lake )

On the 24 day of January, 2007, personally appeared before me Kem C. Gardner who being by me duly sworn did say that she/he is the managing member of **KEM C. GARDNER FAMILY PARTNERSHIP, LTD**, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.



Misty James  
Notary Public

**GRANTEE'S ACKNOWLEDGMENT**

STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF DAVIS )

On the 6th day of February, 2007, personally appeared before me **SCOTT HARBERTSON** who being by me duly sworn did say that he is the Mayor of Farmington City and that the within and foregoing instrument was signed on behalf of said City and duly acknowledged to me that said City executed the same.



Margy L. Lomax  
Notary Public

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF EASEMENT AREA**

Beginning at a point North 00°09'05" West 81.67 feet along the Quarter Section Line and West 1321.71 feet from the South Quarter Corner of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 89°53'52" West 1298.67 feet; thence North 00°04'50" West 894.48 feet; thence North 89°58'40" East 1297.21 feet, thence South 00°10'24" East 897.30 feet to the point of beginning.

ALL OF PARCELS NO. 08-073-0043

**EXHIBIT "B"**  
**USE MAP OF EASEMENT**

**EXHIBIT "C"**  
**MAINTENANCE PLAN**

MAINTENANCE PLAN  
Farmington Ranches  
Conservation Subdivision

SECTION 1 - PURPOSE

The purpose of this Maintenance Plan is to supplement the development criteria for the development of Farmington Ranches contained in the Development Agreement, the Conservation Easement, and the Covenants, Conditions and Restrictions in order to fix maintenance responsibility and provide additional maintenance guidelines, where necessary. The Maintenance Plan is intended to provide guidelines and fix responsibility for areas within Farmington Ranches that are designated as Conservation Land.

SECTION 2 - PROPERTY

The Conservation Land subject to this Maintenance Plan is located in the Farmington Ranches Conservation Subdivision, an approximately 719 acre project located in Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, State of Utah, as more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference.

SECTION 3 - MAINTENANCE AREAS

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

- a. Neighborhood Open Space such as village greens, landscaped turnabouts, landscaped roundabouts, entry features, etc., all of which are colored in red on the Project Master Plan attached hereto as Exhibit "B" and incorporated herein by this reference.
- b. Cross Project and Shoreline Trails colored in blue on Exhibit "B."
- c. Project setbacks colored in orange on Exhibit "B."
- d. Upland and Wetland Open Space Property colored in yellow on Exhibit "B."
- e. Upland and Wetland Open Space Property within Conservancy Lots outlined in purple on Exhibit "B."

SECTION 4 - OWNERSHIP OF CONSERVATION LAND

The respective ownership of the "Maintenance Areas" shall be as follows:

- a. Neighborhood Open Space: The Farmington Ranches Homeowners Association or its authorized successors or assigns, subject to the Conservation Easement.
- b. Cross Project and Shoreline Trails: Farmington City or its authorized successors

or assigns, subject to the Conservation Easement.

c. **Project Setbacks.** The Farmington Ranches Homeowners Association or its authorized successors or assigns, subject to the Conservation Easement.

d. **Upland and Wetland Open Space:** Boyer Wheeler Farm, L.C., or its authorized successors or assigns and/or Farmington Ranches Homeowners Association, subject to the Conservation Easement.

e. **Upland and Wetland Open Space within Conservancy Lots:** Fee title property owner, subject to the Conservation Easement.

## SECTION 5 - MAINTENANCE GUIDELINES AND RESPONSIBILITIES

**Neighborhood Open Space:** Landscaping and irrigation systems shall be installed and maintained by the property owner in accordance with the landscape plan submitted as part of each phase of the project. Neighborhood Open Space may consist of flowers, trees, grass, shrubs, ground cover or natural vegetation. All Neighborhood Open Space shall have automatic irrigation systems installed, where applicable. These spaces shall be maintained, groomed and manicured by the property owner on a regular schedule sufficient to keep them in an attractive and clean condition.

**Cross Project and Shoreline Trails:** These areas shall be developed in accordance with the Development Agreement and shall be maintained by the property owner in accordance with Farmington City ordinance.

**Project Setback Areas:** Any areas disturbed during construction shall be revegetated in natural vegetation. These areas shall be kept in natural vegetation and shall be cleaned by the property owner at periodic intervals sufficient to keep these areas in an attractive, clean, and natural appearance. All such areas shall be kept in a neat and clean condition, free of debris and trash.

**Upland and Wetland Open Space outside and inside Conservancy Lots:** The owner of the property shall maintain the Upland and Wetland Open Space. Wetlands shall be maintained in accordance with the rules and regulations of the U.S. Army Corps of Engineers.

## SECTION 6 - FUNDING MEANS FOR MAINTENANCE AND OPERATIONS

Estimates regarding staffing needs, insurance requirements, and associated costs for applicable maintenance areas shall be provided by the respective responsible party prior to recordation of the final plat for each phase of the Farmington Ranches development.

**Neighborhood Open Space and Project Setback Areas:** All members of the Farmington Ranches Homeowners Association shall be assessed annual assessments, special assessments, and

maintenance charges pursuant to the protective covenants, conditions and restrictions recorded with each phase of the Farmington Ranches development necessary to operate and maintain Neighborhood Open Space areas and project setback areas in an attractive and clean condition consistent with the approved landscape plan for each phase.

**Cross Project and Shoreline Trails:** Maintenance funds for these areas will be provided from the Farmington City General Fund so long as Farmington City remains the property owner.

**Upland and Wetland Open Space:** The Developer, or its assignee, shall fund any long-term capital improvements as well as regular yearly operating and maintenance costs associated with the Upland and Wetland Open Space.

**Upland and Wetland Open Space within Conservancy Lots:** Maintenance of these areas shall be all at the sole expense of the property owner.

#### SECTION 7 - MODIFICATION

Any changes to this Maintenance Plan must be approved 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, condominium association, homeowners association, conservation organization, or individual property owners who make up a condominium or homeowners' association 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 set forth herein.

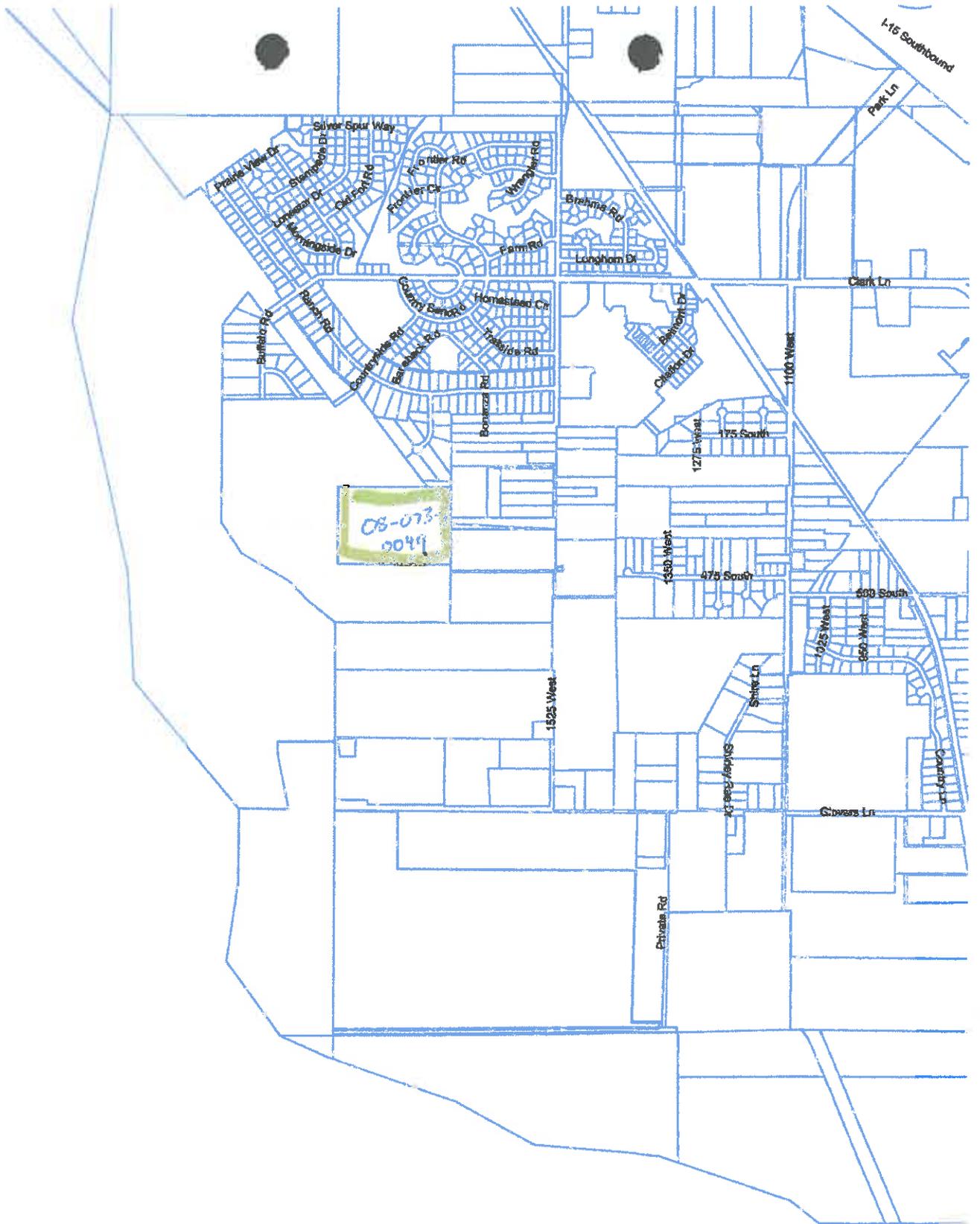
**EXHIBIT "D"**  
**LIST OF ACCEPTED ENCUMBRANCES**

Conservation Easement  
Farmington Ranches Development  
F:\farmington ranches-(Kem C. Gardner Ground)

**Parcel ID: 80730049**

**Description:**

BEG AT A PT N 00°09'05" W 81.67 FT ALG THE 1/4 SEC LN & W 1321.71 FT FR THE S 1/4 COR OF SEC 23-T3N-R1W, SLM; & RUN TH N 89°53'52" W 1298.67 FT; TH N 00°04'50" W 894.48 FT; TH N 89°58'40" E 1297.21 FT, TH S 00°10'24" E 897.30 FT TO THE POB. CONT 26.69 ACRES



08-073-0049

CITY COUNCIL AGENDA

For Council Meeting:  
April 14, 2020

**S U B J E C T: Plat Amendment – Lot 708 Farmington Ranches Phase 7A**

**ACTION TO BE CONSIDERED:**

Move that the City Council approve the proposed plat amendment to the Farmington Ranches Phase 7A thereby subdividing Lot 708 and creating one additional lot as requested by the applicant subject to all applicable Farmington City standards and ordinances including the Finding for Approval and that the applicant continue to work with the City and other agencies to address any outstanding issues remaining with regard to the plat prior to recordation.

**GENERAL INFORMATION:**

See enclosed staff report prepared by Shannon Hansell, Planning GIS Specialist.

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



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR  
BRETT ANDERSON  
SHAWN BEUS  
SCOTT ISAACSON  
AMY SHUMWAY  
REBECCA WAYMENT  
CITY CLERK  
SHANE PACE  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Shannon Hansell, Planning and GIS Specialist

Date: April 14, 2020

SUBJECT: **PLAT AMENDMENT – LOT 708 FARMINGTON RANCHES 7A**  
Property Owners: Jim and Jeanne Bosserman  
Applicant: Jim and Jeanne Bosserman

### RECOMMENDATION

Move that the City Council approve the proposed plat amendment to the Farmington Ranches Phase 7A thereby subdividing Lot 708 and creating one additional lot as requested by the applicant subject to all applicable Farmington City standards and ordinances and the applicant continues to work with the City and other agencies to address any outstanding issues remaining with regard to the plat prior to recordation.

### Finding for Approval

There is good cause to approve the amendment because no public easement, right-of-way, or easement will be vacated or amended.

### BACKGROUND

The applicant submitted a petition to the City requesting approval to amend the Farmington Ranches 7A by subdividing 1.39 acres property (Lot 708) and creating one additional lot in the subdivision. The plat is attached which details the subdivision.

In consideration of the plat amendment, as per Section 10-9a-609 of the State Code, the City must determine if there is good cause for the amendment and if no public street, right-of-way, or easement has been vacated or amended.

If the petition does not include the signatures of all property owners within the plat (which is not uncommon for such petitions, and is the case with this request), state law provides a way whereby owners receive notification and are provided an opportunity to protest such actions. A mailer was sent to all property owners regarding protest and no letter of protest was received.

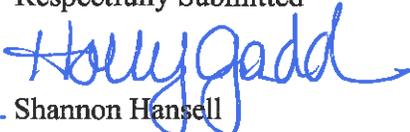
**Supplemental Information**

1. Vicinity Map
2. Original Final Plat
3. Narrative Form Application including:
  - a. Narrative submitted by applicant
  - b. Proposed plat amendment
  - c. Petition with property owner signatures

**Applicable Ordinances**

1. Title 12, Chapter 6 – Major Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 10 – Agriculture Zones

Respectfully Submitted



for: Shannon Hansell  
Planning and GIS Specialist

Concurred

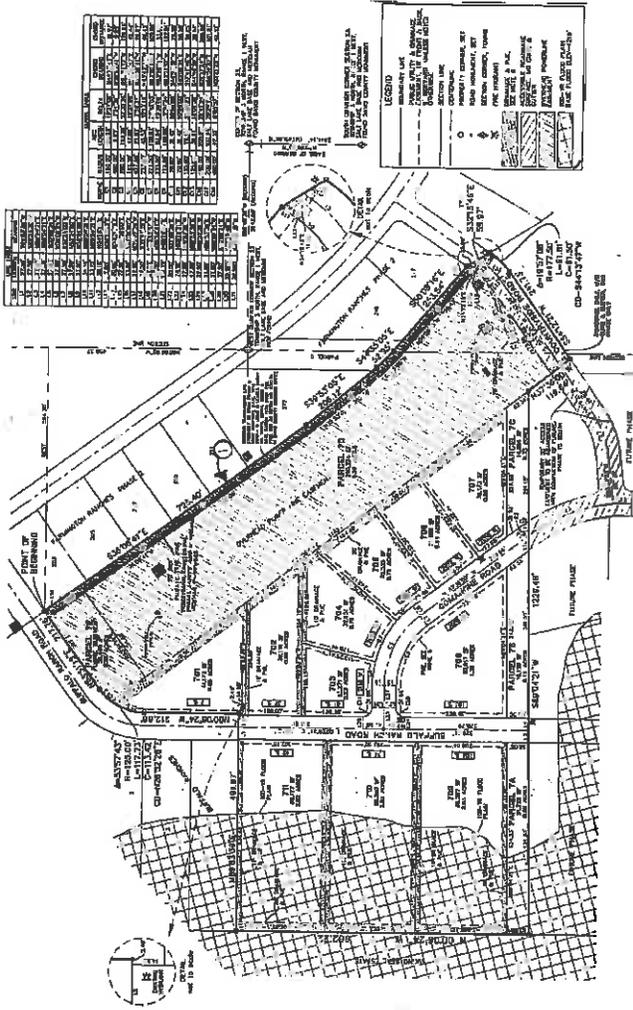


Shane Pace  
City Manager

# FARMINGTON RANCHES PHASE 7A SUBDIVISION

LOCATED IN THE EAST HALF OF SECTION 22 AND THE WEST HALF OF SECTION 23,  
TOWNSHIP 3 NORTH, RANGE 1 WEST SALT LAKE BASE & MERIDIAN  
FARMINGTON CITY, DAVIS COUNTY, UTAH

Boyer Wheeler Farm L.C.  
Owns All Lots Not Marked



LOT	OWNER	P.L.O.
701	STEVEN M. KRUEGER	0.701
702	BRADLEY VALLEY	0.702
703	BOYER WHEELER	0.703
704	TRUDY M. BERTRAM	0.704
705	C. BERTRAM, WAGONVILLE, UT	0.705
706	BOYER WHEELER	0.706
707	BOYER WHEELER	0.707
708	BOYER WHEELER	0.708
709	BOYER WHEELER	0.709
710	MICHAEL A. JONES	0.710
711	MARIE KNOWLES	0.711
712	BOYER WHEELER	0.712
713	BOYER WHEELER	0.713
714	BOYER WHEELER	0.714
715	BOYER WHEELER	0.715
716	FARMINGTON CITY CORPORATION	0.716
717	FARMINGTON CITY CORPORATION	0.717
718	FARMINGTON CITY CORPORATION	0.718
719	FARMINGTON CITY CORPORATION	0.719

EASEMENT VACATION ENTRY 27344441 (LOT 705)  
& 2749460

PREFIX 6  
08-362  
LAST #  
0778  
N  
SCALE:  
1" = 200'

DEVELOPMENT: FARMINGTON RANCHES 7A  
LOTS: PARCELS 7A THRU 7E  
CITY: FARMINGTON

W 1/2 23, T.3N, R.1W  
E 1/2 22, T.3N, R.1W  
S.L.M. DAVIS COUNTY, UTAH  
FILE # 4258  
R 05-31-05

362 08

Jim and Jeanne Bosserman  
103 S. Buffalo Ranch Road  
Farmington UT, 84025  
(801)-910-2779

Farmington City Community Development Department  
160 S. Main St.  
Farmington, Utah 84025

**Re: Petition to Amend Subdivision Plat**

To whom it may concern,

We are property owners currently living at 103 S. Buffalo Ranch Road, Farmington Utah, 84025 (Parcel No. 083629708)—i.e., Lot 708 of the Farmington Ranches Phase 7A Subdivision. This letter constitutes a formal petition to amend our subdivision plat by adding an additional lot to Lot 708, as reflected in the document attached as Exhibit A to this Petition. A list of property owners within the subdivision that do not protest this proposed amendment is also attached as Exhibit B hereto. Thank you for your time and consideration in reviewing this Petition.

Sincerely,

Jim and Jeanne Bosserman

# EXHIBIT A



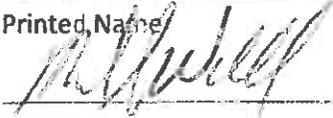
# EXHIBIT B



LOT 710:

MICHAEL J WALL

Printed Name

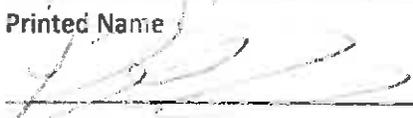


Signature

LOT 711:

KASIN KINAVIES

Printed Name



Signature



# VICINITY MAP

Farmington Ranches Phase 7A Lot 708



Disclaimer: This map was prepared for Farmington City. The information contained herein is provided for informational purposes only and should not be used for any other purpose. The City of Farmington is not responsible for any errors or omissions in this map. The information contained herein is provided for informational purposes only.

CITY COUNCIL AGENDA

For Council Meeting:  
April 14, 2020

**S U B J E C T: Rezone Enabling Ordinance and Subdivision Schematic Plan for the Cook Property**

**ACTION TO BE CONSIDERED:**

See staff report for recommendations.

**GENERAL INFORMATION:**

See enclosed staff report prepared by David Petersen, Community Development Director.

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



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

BRETT ANDERSON  
SHAWN BEUS  
SCOTT ISAACSON  
AMY SHUMWAY  
REBECCA WAYMENT  
CITY COUNCIL

SHANE PACE  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Dave Petersen, Community Development Director  
Date: April 14, 2020  
SUBJECT: **Rezone Enabling Ordinance and Subdivision Schematic Plan for the Cook Property (Z-14-19 and S-21-19)**

### RECOMMENDATION:

#### A. ZONE CHANGE

Move that the City Council adopt the enclosed enabling ordinance, which enacts the zone change previously approved by the City Council on December 17, 2019.

#### Findings (previously approved by the Council on December 17, 2019):

1. The proposed zone change is reasonably necessary because it will result in a project consisting of two substantial non-residential uses. Demand exists for another hotel(s) in Farmington to better serve the needs of Lagoon, Station Park, the up and coming business park, Davis County Fairgrounds, mountain resorts, and other venues planned for the area.
2. Town-homes, which the GMU zone allows, by themselves, are not in the public interest without the considerable presence of non-residential uses contemplated for the project. The site anticipated for these dwelling units will fill a location void in the southwest corner, and at the same time will enhance the non-residential uses and provide a good transition to the City's nearby park.
3. In addition to property tax, the hotel(s) will provide transit room taxes to the City.
4. Per a prior agreement when establishing the Station Parkway right-of-way, the City must provide a credit to the owner of any transportation impact fees due and owing from future development related to the property in the amount of approximately \$276,000.00. If the sum total of all given projects on the 8.11 acres does not equal or exceed this amount, the City must make up the difference to the owner. The enclosed concept does not result in a deficit whereby the City must pay money pursuant to the agreement, but provides additional impacts fees for streets near the project.
5. The proposed amendment is consistent with the North Station Small Area Master Plan, which is an element of the City's General Plan, and is consistent with the purpose of the GMU zone.

#### B. SUBDIVISION SCHEMATIC PLAN

Approve the subdivision schematic plan consisting of a future dedicated ROW and six parcels subject to all applicable Farmington City Development standards and ordinances.

### Findings

1. The motion is consistent with the goals and purposes of the General Plan and Zoning Ordinance, including, but not limited to, the City's Regulating plan for the area.
2. Section 12-7-040 D of the City's Subdivision Ordinance states in part, "Street patterns in the subdivision shall be in conformity with a master street plan for the most advantageous development of adjoining areas and the entire neighborhood or district".

### **BACKGROUND**

On December 17, 2019, the City Council considered an application to rezone the Cook property (8.41 acres) located at the Southwest corner of Station Parkway and Burke Lane. Specifically, the request included rezoning land on both sides of Shepard Creek from A (Agriculture) to OS (Open Space), property located north of a proposed east to west street from A to OMU (Office Mixed Use), and land south of said road from A to GMU (General Mixed Use). The Council also elected to rezone all other remaining property west of the OS designation as A. As part of the motion the Council directed staff to draft an enabling ordinance for their consideration at an "upcoming meeting". However, the Council also stated that "nothing will move forward until the road right of way is set and the open space boundary is established".

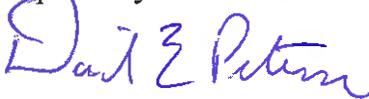
The Planning Commission recently approved the development plan review schematic plan for the townhome portion of the project (see attached plan) and the r.o.w. is now "set". Moreover, the applicant staked the proposed location of the trail and eastern boundary of the OS area; after which, staff walked and verified this as an acceptable boundary for the OS zone.

Regarding the schematic subdivision plan, the City Council tabled action related to this decision at their December 17, 2019 meeting to allow time for the "Development Plan Review Schematic Plan" process to progress far enough along to better determine the area necessary for both the OMU zone and the GMU zone. As per the previous paragraph this plan was approved by the Planning Commission. Consequently, the schematic subdivision plan is now ready for consideration by the Council.

### **Supplemental Information**

1. Vicinity Map
2. Existing Zoning Map
3. Enabling Ordinance
4. Schematic Subdivision Plan/Development Plan Review Schematic Plan

Respectfully Submitted

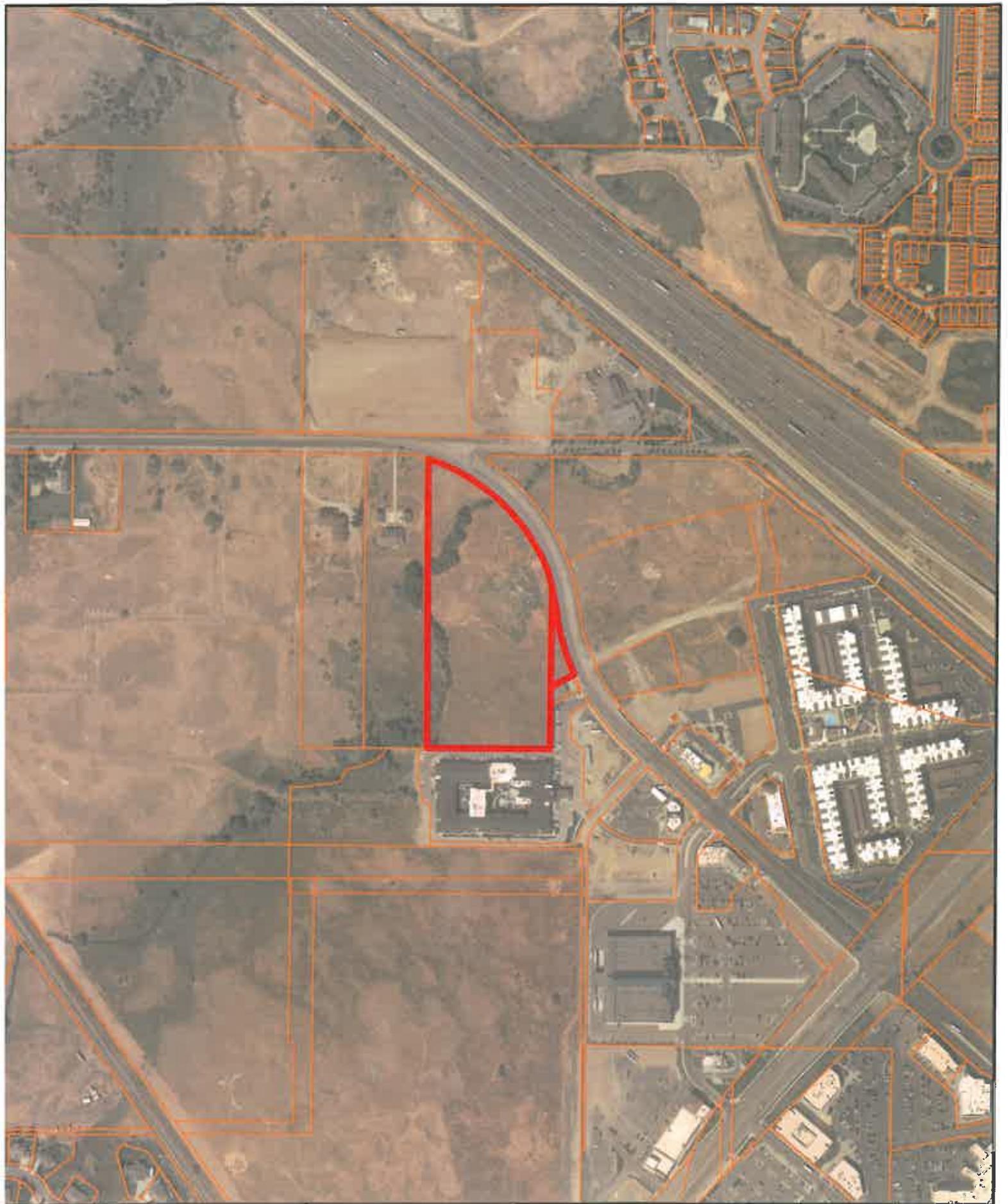


Dave Petersen  
Community Development Director

Concur



Shane Pace  
City Manager



**VICINITY MAP**  
**Parcel 08-486-0118**



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

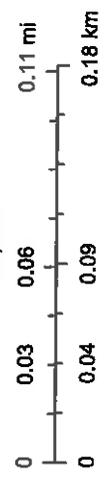
# Farmington City Information



12/12/2019, 11:13:46 AM

-  Farmington City Boundary
-  Parcels
-  BP
-  A
-  OS
-  TMU
-  GMU

1:4,514



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus  
 Farmington City  
 USDA FSA

**FARMINGTON, UTAH**

**ORDINANCE NO. 2020 -**

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW  
A CHANGE OF ZONE FOR PROPERTY LOCATED AT THE  
SOUTHWEST CORNER OF STATION PARKWAY AND BURKE  
LAND FROM A TO OMU, GMU, AND OS.**

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

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

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

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

**Section 1. Zoning Change.** The property described in Application #Z-14-19, filed by Brighton Homes and located at approximately 550 North Station Parkway is hereby reclassified from zone A to zone OMU, GMU, and OS, as more particularly described on Exhibit "A" attached hereto.

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

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

**DATED** this 14th day of April, 2020.

**FARMINGTON CITY**

\_\_\_\_\_  
H. James Talbot  
Mayor

**ATTEST:**

\_\_\_\_\_  
Holly Gadd  
City Recorder





CITY COUNCIL AGENDA

For Council Meeting:  
April 14, 2020

**S U B J E C T: City Manager Report**

1. Fire Monthly Activity Report for February
2. Building Activity Report for February
3. Building Activity Report for March

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

## Monthly Activity Report



### February 2020

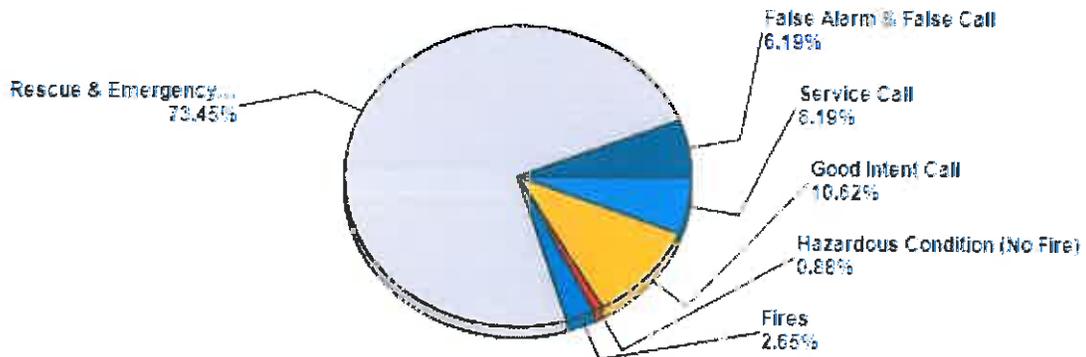


### Emergency Services

**Fire / Rescue Related Calls:** **30**  
*All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, Brush Fires, EMS Scene Support, False Alarms, etc.*

**Ambulance / EMS Related Calls:** **83 / Transported 46 (55%)**  
*Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc.*

**Calls Missed / Unable to Adequately Staff:** **5 (4.4 %) 11 YTD (6.5%)**  
**Overlapping Calls:** **19 (16.8 %) 29 YTD (13.7%)**



### On-Duty Crew / Shift Dynamic Data / February:

**Emergent Incident / On-Scene Hours / Month Total:** **32.2 Hrs. (Approximate 129 Man Hours)**  
**EMS Transport / Turn-Around Hours / Month Total:** **92 Hrs. (Approximate 184 Man Hours)**

**Urgent EMS Related Response Times (average):** **5:24 Min/Sec GOAL 5 minutes or less (+ 0.24)**  
**Urgent Fire Related Response Times (average):** **6.36 Min/Sec GOAL 5 minutes or less (+ 1.36)**

**Part-Time Man-Hours (based on the following 28-day pay periods) Feb. 14<sup>th</sup> and Feb.28<sup>th</sup>**

Part-Time Shift Coverage / Staffing:	602	Budgeted 672	Variance -70
Training & Drill Hours:	102.5	1,627 (FY20)	
Emergency Calls/ Station Staffing:	6.0	FIRE 6.0 Hrs. / EMS 0 Hrs. (11 YTD)	
Special Event Hours:	0	12 (FY20)	
Part-Time Fire Marshal:	80	Budgeted 120	Variance - 40
Part-Time Fire Inspector	32	Budgeted 90	Variance - 58
Total PT Staffing Hours:	876.5	8,336 (FY20)	
Career Fire Chief:	N/A	Salary Exempt	Overtime N/A
Career Administrative Asst. x 1	N/A	40 Hour Reg.	Overtime + 0
Career Captains, Engineers & FF's x 9	N/A	48/96 Hour Rotation	Overtime + 96

\*NOTE: Training Requirements – Buddy To Boss Seminar

**Revenues & Grant / Donation Activity YTD:**

**Ambulance Revenue January 2020:**

	Month	Calendar Year	FY 2020
Ambulance Services Billed	\$77,905.15	\$77,905.15	\$516,553.21
<b>Ambulance Billing Collected</b>	<b>\$36,108.43</b>	<b>\$36,108.43</b>	<b>\$291,108.76</b>
<b>Variiances:</b>	<b>\$41,796.72</b>	<b>\$41,796.72</b>	<b>\$225,444.45</b>
Collection Percentages	46%	46%	56%

**Grant / Donation Activity "Requests":**

Buddy to Boss Seminar x 7 Registrations \$750 \$5,250 YTD

**Grant / Donation Activity "Received":**

Buddy to Boss Seminar x 7 Registrations \$750 \$5,250 YTD

**Department Training & Man-Hours**

Monthly Staff Meeting & Leadership Training	15	
Shift Drill #1 – EMS – Airway Essentials	24	
Shift Drill #2 – FIRE – NIMS-ICS	24	
Shift Drill #3 – EMS – Critical Decision Making	24	
Shift Drill #4 – FIRE – Water Emergencies & Foam/CAFS	24	
Shift Drill #5 – EMS – STEMI Care	24	
Monthly Drill – EMS – Dr. Fredrickson	18	
Active Shooter Rescue Task Force FHS	27	
Arson Investigators (IAAI) Wendover x 1	16	
<b>Actual Training Hours:</b>	<b>190</b>	<b>411 HRS YTD</b>

<b><u>Fire Prevention &amp; Inspection Activities</u></b>	<b>QTY</b>	
New & Existing Business Inspections:	22	
Re-Inspections:	0	
Fire Plan Reviews & Related:	7	
Consultations & Construction Meetings:	4	
Station Tours & Public Education Sessions:	6	15 YTD

<b><u>Health, Wellness &amp; Safety Activities</u></b>	<b>QTY</b>	
Reportable Injuries:	0	0 YTD
Physical Fitness / Gym Membership Participation %:	100%	
Chaplaincy Events:	1	2 YTD

<b><u>Process Improvement Activities:</u></b>	<b>QTY</b>	
Process Improvement Program (PIP) Submittals:	0	0 YTD

### **Monthly Activity Narrative:**

*Emergent response times averaged just over 5 minutes for EMS calls and 6.5 minutes for Fire calls. Emergent incidents included medical responses, vehicle fires, vehicle rescue, structure fire, and CO emergencies. Six and a half percent of calls resulted in “no-staffing” or “short-staffing” of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to lack of availability). This percentage is attributed (in part) by crews attending to over 14% of overlapping calls that overwhelm our existing staffing model. Fifty-five percent of all Ambulance calls resulted in transporting patients to hospitals. Ambulance collection revenues continue with little predictability due to mandated billing variables. FFD monthly training encompassed Airway Management, ICS, Critical Decision Making, Water Emergencies and Foam / CAFS, STEMI Care, Active Shooter Training at FHS, and Arson Investigator. One career employee returned to modified duty after recovering from hernia surgery.*

*With the delivery of the HRT from New York, FFD has moved forward with repairs, needed equipment upgrades and apparatus in-service drills. We utilized our new extrication tools (Jaws of Life) within 48 hours of in-service placement. Providing all goes well, the HRT will be ready for service by mid-March. During the month of February, FFD was able to finalize payment from Plain City (1994 Pumper Sale – 8K), also received payment on the former 2001 Pumper (30K) from Weber County Fire District. We also sold equipment aboard an FEPP 6x6 Tactical Tender (4K). The FEPP chassis was processed in accordance with DNR / FEPP guidelines. FFD is currently working with Plain City Corporation to sell additional surplus hose and surplus extrication equipment (5K). Although an exhausting amount of work, the timing fell into place. We expect all remaining transactions to be finalized shortly. Collected revenues will greatly help offset various equipment and maintenance needs.*

*FFD is monitoring and adhering to CDC recommendations regarding annual flu and COVID-19 potentials. Although FFD has stockpiled various supplies, it should be noted that our delivery of services will be challenged and/or compromised in the event of a significant outbreak. We are making every effort to secure additional supplies; however, global demands are problematic. Our best approach at this time is to remain vigilant / proactive with day-to-day hygiene practices and limiting avoidable and/or unnecessary exposure. In an effort to minimize catastrophic failure of services, FFD will continue to adjust operational practices with a well-balanced and pro-active approach.*

*Please feel free to visit or contact myself at your convenience with questions, comments or concerns:  
Office 801-939-9260 or email [gsmith@farmington.utah.gov](mailto:gsmith@farmington.utah.gov)*

Guido Smith - Fire Chief

## February 2020 Photos:

Fire & Police Active Shooter / Rescue Task Force (RTF) Training Farmington High School. Reserve Transport Engine (E-72) Responding I-15. Multi-Foam & Compressed Air Foam System (CAFS) Training. Heavy Rescue Tender (HRT) Cab Wrap Nearing Completion. Tentative HRT In-Service - March 2020



**FARMINGTON CITY FIRE DEPARTMENT**

Proud Protectors of Your Life and Property - Since -1907



Month of February 2020	BUILDING ACTIVITY REPORT - JULY 2019 THRU JUNE 2020				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
<b>NEW CONSTRUCTION</b>					
SINGLE FAMILY	5	5	\$1,801,637.39	375	375
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	269	269
CARPORT/GARAGE	0		\$0.00	31	
OTHER RESIDENTIAL	1	0	\$26,035.59	24	22
<b>SUB-TOTAL</b>	<b>11</b>	<b>5</b>	<b>\$1,827,672.98</b>	<b>699</b>	<b>666</b>
<b>REMODELS / ALTERATION / ADDITIONS</b>					
BASEMENT FINISH	2		\$13,455.00	105	
ADDITIONS/REMODELS	3		\$66,568.48	109	
SWIMMING POOLS/SPAS	1		\$35,528.00	55	
OTHER	28		\$530,600.00	1333	
<b>SUB-TOTAL</b>	<b>34</b>		<b>\$645,181.43</b>	<b>1602</b>	
<b>NON-RESIDENTIAL - NEW CONSTRUCTION</b>					
COMMERCIAL	1		\$344,434.85	30	
PUBLIC/INSTITUTIONAL	0		\$0.00	7	
CHURCHES	0		\$0.00	1	
OTHER	0		\$0.00	50	
<b>SUB-TOTAL</b>	<b>1</b>		<b>\$344,434.85</b>	<b>88</b>	
<b>REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL</b>					
COMMERCIAL/INDUSTRIAL	6		\$381,473.00	87	
OFFICE	0		\$0.00	19	
PUBLIC/INSTITUTIONAL	0		\$0.00	1	
CHURCHES	0		\$0.00	0	
OTHER	0		\$0.00	14	
<b>SUB-TOTAL</b>	<b>6</b>		<b>\$ 381,473.00</b>	<b>121</b>	
<b>MISCELLANEOUS - NON-RESIDENTIAL</b>					
MISC.	0		\$0.00	77	
<b>SUB-TOTAL</b>	<b>0</b>		<b>\$0.00</b>	<b>77</b>	
<b>TOTALS</b>	<b>58</b>	<b>0</b>	<b>\$3,199,752.31</b>	<b>2587</b>	<b>0</b>

Month of March 2020	BUILDING ACTIVITY REPORT - JULY 2018 THRU JUNE 2019				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
<b>NEW CONSTRUCTION *****</b>					
SINGLE FAMILY	2	2	\$527,397.01	377	377
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	269	269
CARPORT/GARAGE	2		\$229,676.13	33	
OTHER RESIDENTIAL	3	0	\$72,338.64	27	0
<b>SUB-TOTAL</b>	<b>7</b>	<b>2</b>	<b>\$829,411.78</b>	<b>706</b>	<b>646</b>
<b>REMODELS / ALTERATION / ADDITIONS *****</b>					
BASEMENT FINISH	7		\$51,552.00	112	
ADDITIONS/REMODELS	5		\$314,529.54	114	
SWIMMING POOLS/SPAS	0		\$0.00	55	
OTHER	21		\$304,808.15	1354	
<b>SUB-TOTAL</b>	<b>33</b>		<b>\$670,889.69</b>	<b>1635</b>	
<b>NON-RESIDENTIAL - NEW CONSTRUCTION *****</b>					
COMMERCIAL	0		\$0.00	30	
PUBLIC/INSTITUTIONAL	0		\$0.00	7	
CHURCHES	0		\$0.00	1	
OTHER	5		\$1,203,717.00	55	
<b>SUB-TOTAL</b>	<b>5</b>		<b>\$1,203,717.00</b>	<b>93</b>	
<b>REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****</b>					
COMMERCIAL/INDUSTRIAL	1		\$160,000.00	88	
OFFICE	1		\$1,250,000.00	20	
PUBLIC/INSTITUTIONAL	0		\$0.00	1	
CHURCHES	0		\$0.00	0	
OTHER	0		\$0.00	14	
<b>SUB-TOTAL</b>	<b>2</b>		<b>\$1,410,000.00</b>	<b>123</b>	
<b>MISCELLANEOUS - NON-RESIDENTIAL *****</b>					
MISC.	0		\$0.00	77	
<b>SUB-TOTAL</b>	<b>0</b>		<b>\$0.00</b>	<b>77</b>	
<b>TOTALS</b>	<b>47</b>	<b>2</b>	<b>\$4,114,018.47</b>	<b>2655</b>	<b>646</b>

CITY COUNCIL AGENDA

For Council Meeting:  
April 14, 2020

**SUBJECT: Mayor Talbot & City Council Reports**

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