

**A SUPPLEMENTAL  
DEVELOPMENT AGREEMENT  
FOR  
THE NORTH FARMINGTON STATION  
WITH FSC DEVELOPMENT**

parcel ID - 08-060-0099

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into as of the 5<sup>th</sup> day of October 2021 by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **FSC DEVELOPMENT, LLC**, a Utah limited liability company, hereinafter referred to, collectively with its assignees, as "Developer."

**RECITALS:**

A. Farmington City and CW Management Corporation, on June 9, 2020, entered into a Development Agreement for Farmington Station Center (the "Original Agreement") which provided a general outline for the development of approximately 30 acres of land owned or controlled by CW Management and other parties.

B. FSC Development, LLC, is a related entity of CW Management Corporation and is the successor-in interest to CW Management Corporation on approximately 17.6 acres of land, (the "Property"), which Property is more particularly described in Exhibit A, attached hereto and incorporated herein by reference, and which comprises a part of the 29 acres of property governed by the Original Agreement.

C. The Property is subject to the City's laws, including without limitation, Section 11-18-140 of the City's Zoning Ordinance, pursuant to which this Agreement may be utilized to commit the understanding of the parties relating to development of the Property.

D. On October 5, 2021, concurrent with the approval of this Agreement, the City approved a Project Master Plan (the "PMP") for the Property in accordance with Chapter 18 of the City's Zoning Ordinance. The approved PMP is attached hereto as Exhibit B and incorporated herein by reference. The purposes of the PMP include, among other things, the establishment of uses and minimum building heights applicable to the respective areas of the Property, as set forth in the PMP.

E. The parties recognize that the development of the Property, and the North Farmington Station Project, may result in tangible benefits to the City through the stimulation of development in the area, including the development of amenities that may enhance the general welfare of citizens and property owners in the vicinity of the Property and is therefore willing to enter into this agreement subject to the terms and conditions set forth herein.

RETURNED  
OCT 20 2021

## AGREEMENT

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Alternative Development Standards/Uses.** The uses of the Property and the respective areas of the Property designated for each such use shall be as set for the in the PMP. Specific development standards and processing shall be as follows:

a. Notwithstanding provisions of the City's Zoning Ordinance, and as specifically permitted pursuant to Section 11-18-140 of the Farmington City Municipal Code, residential uses will be allowed strictly as shown on the PMP.

b. Garages will be allowed to front some of the streets as illustrated on the proposed PMP.

c. The City agrees to process and consider an amendment to the regulating plan to encompass the proposed PMP and anticipated Site Plans with minimal variation to accommodate for topography, provided open space and general street alignment and width. The parties acknowledge that proposed street widths are shown on the accompanying PMP. The parties agree to work together in good faith to make minor adjustments to the proposed site plans and elevations to assure that the regulating plan is appropriately amended and the Site is developed at reasonable potential.

d. A portion of the townhomes will front pedestrian walkways as shown on the PMP.

e. A portion of the townhomes will front the private roads as shown on the PMP.

f. Building elevations shall be consistent with the provisions of the PMP. Elevations shall generally incorporate high quality materials and finishes as shown in the PMP.

g. Except as required in Chapter 32 of the City's Zoning Ordinance, there will be no on street or additional parking requirements for residents in addition to the driveways and garages associated with each townhome. Guest parking must be in close proximity to dwellings and additional guest parking may be added during the design development phase of each development plan review as set forth in Section 11-18-070 of the Farmington City Municipal Code and in consultation with the City.

h. Street layout will generally conform to the attached PMP. Exceptions to widths and/or layout may be made where adjustments are required by the City's Fire Marshall.

i. Side treatments for rights of way may deviate from the standard of the underlying zone as shown within the PMP in accordance with Section 11-18-040 E. of the Zoning Ordinance.

j. Developer hereby covenants and agrees that at least 60% of the 17.6 acres of the Property, will be used for allowable commercial uses as set forth in the Farmington City Municipal Code for the OMU Zone. This covenant shall remain in full force and effect throughout the full term of this Agreement. For purposes of this Agreement, commercial uses shall mean office use or retail that supports office uses. Notwithstanding the foregoing, the property at the corner of Burke and Commerce shall not be restricted to office or supporting retail use but shall be commercial use as defined in the Zoning Ordinance of the City.

k. It is anticipated that the detailed uses of the Property and additional alternative development standards may be finalized with the approvals of final site plans and/or permits to be issued by the City and as part of the approval process of the further land use applications. To the extent such approvals require the approval of additional alternative development standards, such standards shall not be approved without a public hearing before the Planning Commission and City Council and final approval from the City Council.

l. FSC agrees to share with the City the parking area shown on the south west corner of the commercial area of property owned by FSC and shown on Exhibit B. The parking area will be used by patrons of the park that will be constructed by the City directly adjacent to the property to the South and shared with tenants and their visitors of the commercial buildings that will be constructed by FSC on their property. The shared parking area will consist of approximately 184 parking stalls and will be constructed in accordance with City standards.

i. Parking area use schedule. Exhibit C, attached hereto and incorporated herein by reference, shows the area of the parking lot to be constructed and estimated use percentage of the shared parking area of FSC commercial users and City park users at different days of the week and times of day. The intent is to make a larger ratio of parking available to each party of the shared parking during the peak use times for the park and the commercial land.

ii. No overnight use will be permitted in the shared parking area.

iii. City and FSC agree to cooperate to generally maintain the use ratios shown in Exhibit C.

iv. Construction Costs. The costs to construct the shared parking area will be split, with FSC paying 60% of the costs and the City paying 40%, with the City's share of the cost not to exceed \$486,527.00. FSC agrees to permit the City to review the estimated costs prior to construction.

v. **Construction Timing.** Construction will be managed by FSC and completed prior to the opening of the park to the public or the occupancy of a commercial building on FSC property adjacent to the shared parking area, whichever is sooner. The City agrees to give FSC 90 days' notice of the anticipated opening of the park in the event the parking area has not been constructed.

vi. **Maintenance.** FSC or its contractors will maintain the shared parking area including periodic sealing and re-surfacing and maintaining the landscaping and lighting. All maintenance work will be agreed upon by both parties prior to the commencement of the work. The costs for maintenance will be split with 60% of the costs being paid by FSC and 40% being paid by the City.

vii. **Sale of FSC property:** FSC agrees that if they sell the property that contains the shared parking area, that the new owner of the property will be required to continue the shared parking agreement as a condition of the sale.

viii. The parties anticipate that the parking area may, at some point in the future, be replaced by a vertical parking structure. Upon construction of a parking structure, the agreement for shared maintenance of the parking area will be terminated. Negotiations for cost sharing for the construction of a parking structure are anticipated between FSC and the Redevelopment Agency of Farmington City.

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3. **Assignment.** Developer shall not assign this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

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

To Developer:	FSC Development, LLC Attn: 3182 E Granite Woods Lane Sandy, UT 84092
To the City:	Farmington City Attn: City Manager 160 South Main Street Farmington, Utah 84025-0160

5. **Entire Agreement.** This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which



are not contained in this Agreement and the regulatory approvals for the Property, including any related conditions.

6. **Construction.** Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa, as the context may require. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein. Use of the word “including” shall mean “including but not limited to”, “including without limitation”, or words of similar import.

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

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

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

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

11. **Term.** This Agreement shall become effective upon the Effective Date and shall continue in full force and effect from such date until the date that is thirty (30) years after the City’s completion of construction of the arterial and principal roads shown in the PMP, unless terminated earlier pursuant to Section 14 below.

12. **Termination.** Notwithstanding the foregoing, if Developer has not commenced development activities on the Property within five (5) years of the date of this Agreement, the City may request Developer to provide the City with reasonable plans and assurances that Developer will develop the Property in accordance with this Agreement. In such event, Developer shall have 120 days after receiving such request from the City to provide the City with such information. If Developer fails to respond to such request within such time period, or responds within such time period with plans and assurances that are unacceptable to the City in the City’s reasonable discretion, the City may terminate this Agreement by giving written notice to Developer within sixty (60) days following the termination of the 120-day response period described above.

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

14. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

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

“CITY”

**FARMINGTON CITY**

ATTEST:

  
City Recorder



By:   
Mayor

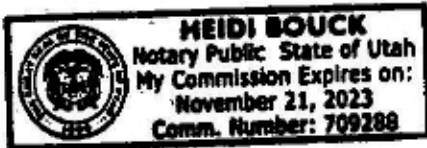
“DEVELOPER”  
FSC DEVELOPMENT, LLC

By:   
Manager

**CITY ACKNOWLEDGMENT**

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

On the 19<sup>th</sup> day of October, 2021, 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.

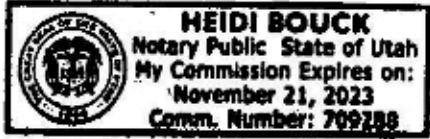


  
Notary Public

**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH    )  
                                  :SS.  
COUNTY OF DAVIS    )

On the 13<sup>th</sup> day of October, 2021, personally appeared before me Chris McCandless, who being by me duly sworn did say that he is a manager of **FSC Development, LLC**, and that the foregoing instrument was signed in behalf of said limited liability company by virtue of the authority granted to such manager under the operating agreement of said limited liability company, and he acknowledged to me that said limited liability company executed the same.



  
Notary Public

**ATTACHED EXHIBITS:**

- EXHIBIT "A" – LEGAL DESCRIPTION OF THE PROPERTY
- EXHIBIT "B" – PMP (PROJECT MASTER PLAN)
- EXHIBIT "C" – PARKING AREA TABLE

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**EXHIBIT "A"**

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# Legal Description



## 17.6 Acres

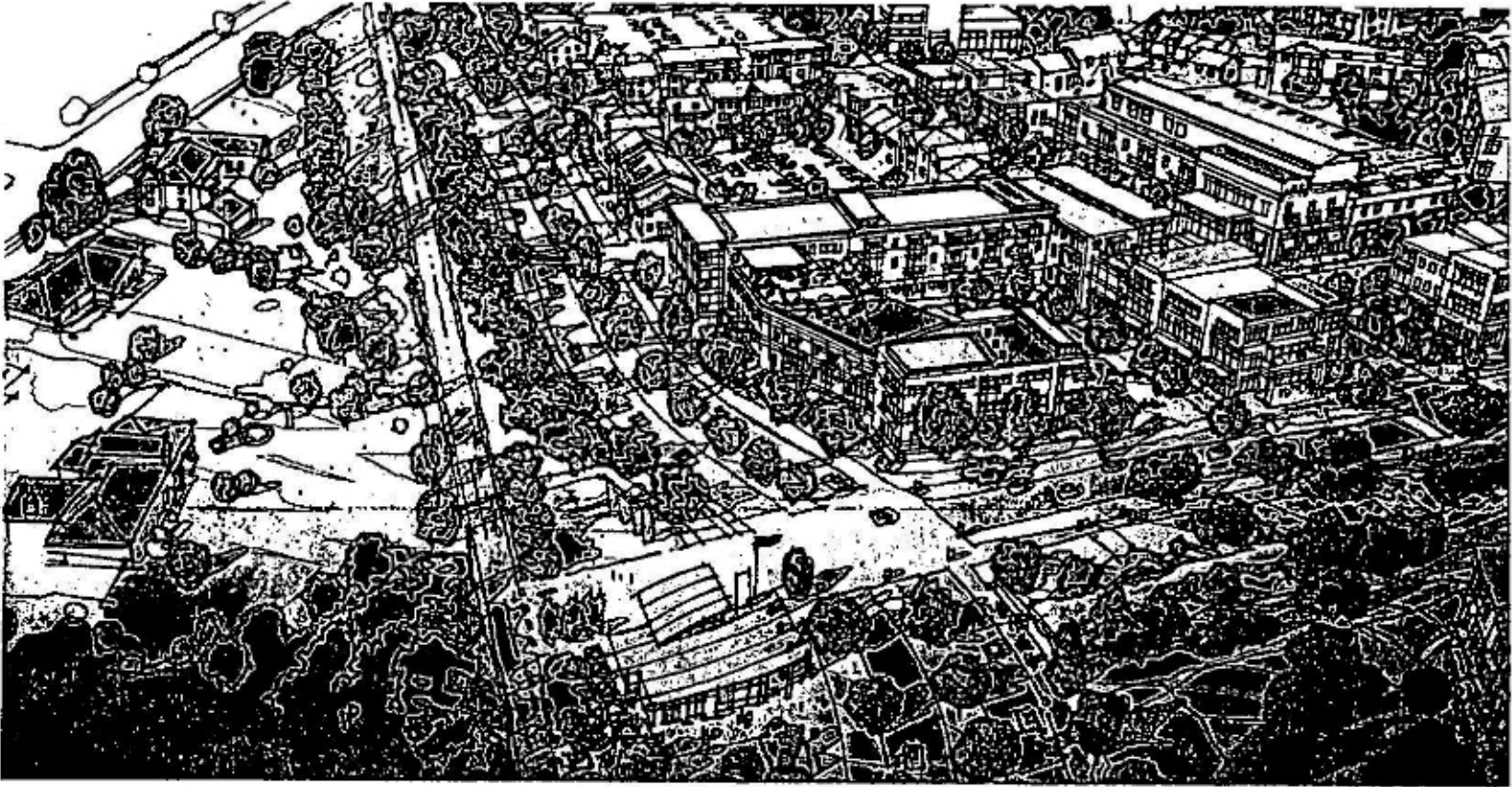
BEG ON LINE OF LOT 8, BLK 27, BC PLAT, AT A PT 9.4 RODS, M/L, N ALG 1/4 SEC LIN OF SW 1/4 OF SE 1/4 SEC 14-T3N-R1W, SLB&M; & RUN TH N 0°20'03" W 515.1 FT, M/L TO PT 670.21 FT N 0°20'03" W ALG THE 1/4 SEC LINE & N 89°39'57" E 275.0 FT & N 0°19'45" W 37.00 FT FR THE S 1/4 COR OF SD SEC SD PT BEING ON A NW COR OF PPTY COV IN WARRANTY DEED RECORDED 12/12/2019 AS E#3214421 BK 7417 PG 496 AS PARCE 2; TH N 0°20'03" FT; TH 80°39'57" W 275.0 FT TO THE 1/4 LINE; TH N 0°20'03" W 470.0 FT TO THE S LINE OF A RD; TH S 89°38'13" E 340.0 FT ALG THE S LINE OF SD RD; TH S 573.6 FT, M/L, ALG THE S LINE OF SD RD TO A W LINE OF PPTY CONV IN SE WARRANTY DEED & CORRCETLY SESC IN SD AFFIDAVIT AS PARCEL 2; TH ALG SD LIN S 00°00'18" W 741.63 FT & CONTINUING ALG A N LINE OF SD PPTY THE FOLLOWING COURSE: S 89°49'15" W 954.20 FT TO THE POB. SUBJECT TO DESC R/W. CONT. 17.6 ARCRES.

08-060-0049



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**EXHIBIT "B"**



# North Farmington Station Office and Residential Land

Managed by CW Management Corp and Blue Star Land and Development

# Table of Contents



1. Project Master Plan Narrative
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Compatibility with neighboring properties
5. Townhome Subdivision: Schematic  
Preliminary Plat Map  
Grading plans  
Preliminary utility and storm water detention plans  
Townhome aerial view  
Townhome Building elevations
6. Office Building Concepts
7. Development Agreement  
Land Exchange Concept Map  
Land Exchange Agreement



# Project Master Plan Narrative

North Farmington Station (NFS) as defined below is the property owned by FSC LLC ("FSC") consists of 17.6 acres (the "Property") and part of the Farmington City (the "City") approved Project Master Plan (the PMP") with several uses as defined in the Office Mixed Use (OMU) zone. The FSC Property now defined in this Sub-PMP submittal and narrative is being submitted to the City for their approval as per the requirements listed in Section 11-18-080 D.1 PMP Requirement.

Attached to this Sub-PMP submittal is a copy of the recently revised Master Plan that defines the following uses specifically for our Property:

- **Description of Uses:** The following is a summary of the uses proposed for our Property that is detailed on the attached exhibit. They are:
  - Two commercial sites                      10.6 acres – 60% of land mass
  - Residential for sale townhouses        7.0 acres – 40% of land mass
  - Total acreage                                    17.6 acres
  
- **Trails.** FSC recognizes that our property is part of a larger picture, as such we have included a circuitous type I and type II trail system and connections to the City future park.
  
- **City Park, Land Exchange, and Shared Parking.** We have noted in our Sub-PMP that the City is constructing a large storm water retention and sports park on our southern boundary. We also note that for the new ROW being constructed by the City they have had to purchase property on our western boundary. These parcels, post the ROW construction will have a couple of small orphan pieces and we are proposing an exchange between the City and FSC. The objective is to increase the contiguous land mass for the park and enter into a shared parking plan/agreement. This results in a better more contiguous land mass for the park. Second, the shared parking plan will decrease the City need to provide excessive land for parking and use the FSC property slated for parking in the future assuring the needs of both parking needs at differing times are met. Attached is an exhibit that demonstrates the land exchange and shared parking plan.

- **Office Building.** We plan to construct up to three office or similar use buildings with one planned to be a five-story office building in the primary commercial area as shown in our new Master Plan. Further, based upon the Sub-PMP we are planning to develop one smaller commercial enterprise building on the corner of Burke and Commerce. This will be done in concert with the shared parking plan as discussed above.
  - It should be noted that we intend to contractually commit to restrict the commercial property to any use allowed in the OMU zone excluding residential.
- **The Residences of North Farmington Station.** This segment of the project is slated to be an upscale residential townhome for sale community. The design follows, as much as possible the designs created and demonstrated in the City's North Station master plan exhibit as attached. Additionally:
  - These homes will be developed as for sale residences and preliminarily is slated to be built by Segro Homes. A copy of their townhome design is attached.
  - The residences will have a direct "main street" look and connectivity to the City 10-acre park located to the south.
  - The townhomes will be adjacent to our perimeter and internal trail system that connects to the City Park, the Legacy Parkway trail, and the Denver Rio Grande Western trail which lead to Farmington Station and a convenient pedestrian access to the Commuter Rail Station.
  - Every effort will be incorporated to encourages the residents to embrace a lifestyle in the outdoors creating a thriving neighborhood drawing people to engage with one another in the park, exercise along the immense trail systems and walk to Farmington Station and its mass transit hub.
- **North Farmington Station Restrictive Covenants.** The Sub-PMP Property will have a Master Declaration and then community declarations creating an owner's association to assure that North Farmington Station maintains, through its defined design guidelines and CCR's a high degree of quality throughout the years to come.
  - The NFS Owners Association will be required to have a professional organization manage its affairs.
- **Storm Water.** The storm water plan will incorporate a design within its borders to move storm water into the City Park retention basin as previously negotiated with the City. Resultantly, no storm water retention will be required by the Farmington Commons project.



- **Roadway Improvements.** Farmington City is constructing the roads located on the perimeter of our Sub-PMP and public utility infrastructure is stubbed in appropriate locations. We will continue to coordinate the City roadway construction activity in concert with our timing plan so we can be less disruptive to the City process and development of the rights of way road systems.
- **North Farmington Station Residential Infrastructure Improvements.** The residential developer will construct all the internal road systems.
  - A copy of the preliminary concept plan is attached demonstrating which entity will construct the project roads.
  - To the extent that some of the other commercial improvements will need to be completed prior to construction of the commercial areas, FSC will be responsible for the development and costs incurred for:
    - Trails and or sidewalks (Type I and II) on the perimeter and through the project.
    - Any utilities not completed by the City that are located behind the back or curb and stubbed into the Property.
    - Landscaping in common, limited common areas within the NFS Sub-PMP commercial project areas when appropriate.
- **Timing.** The plan is to immediately move forward with the residential portion of the project first. The office market will more than likely be developed second. As most know, the office and other OMU uses has deteriorated and we do not expect it to fully recover for a period of five or more years.
  - As a result of the residential uses being approved to proceed first, we will guarantee that our primary Sub-PMP commercial site (9.18 acres) will never have any residential uses through a self-imposed deed restriction placed upon the title to the Property and approved by the City.
- **Disclosures.** We have incorporated two items that should be disclosed to the City as it relates to impact fees and permitted residential use in the zone.
  - FSC has the right to use up to \$1.2 million of the first impact fees to be credited to the Amenti property associated with the previous City/Amenti negotiations.
  - Amenti has assigned those rights to FSC and we have forwarded the written notice of assignment and a copy of same to the City.



# Site Location

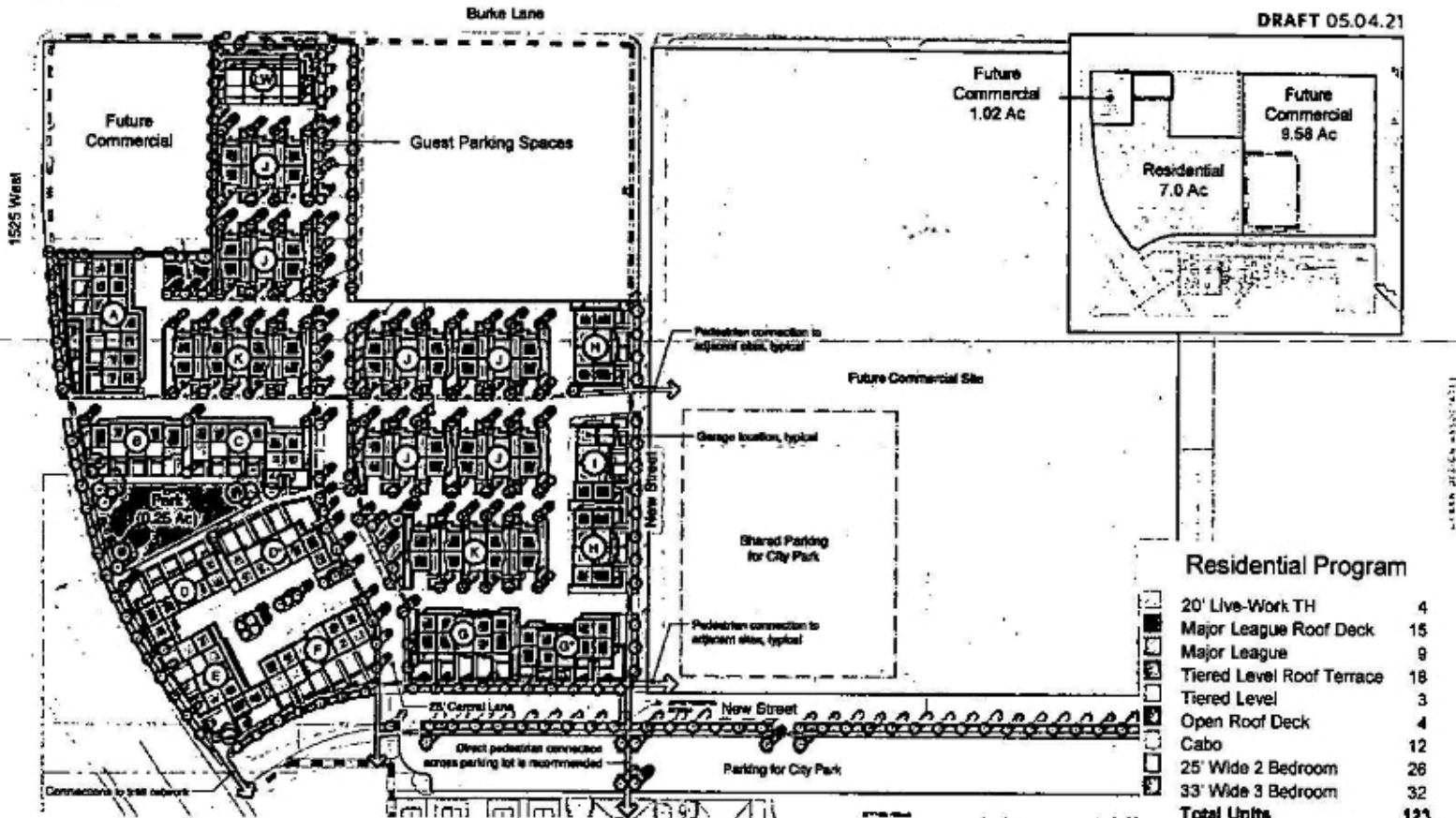
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# Master Plan and Land Uses

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### Residential Program

	20' Live-Work TH	4
	Major League Roof Deck	15
	Major League	9
	Tiered Level Roof Terrace	18
	Tiered Level	3
	Open Roof Deck	4
	Cabo	12
	25' Wide 2 Bedroom	26
	33' Wide 3 Bedroom	32
<b>Total Units</b>		<b>123</b>

## SITE PLAN



# Legal Description

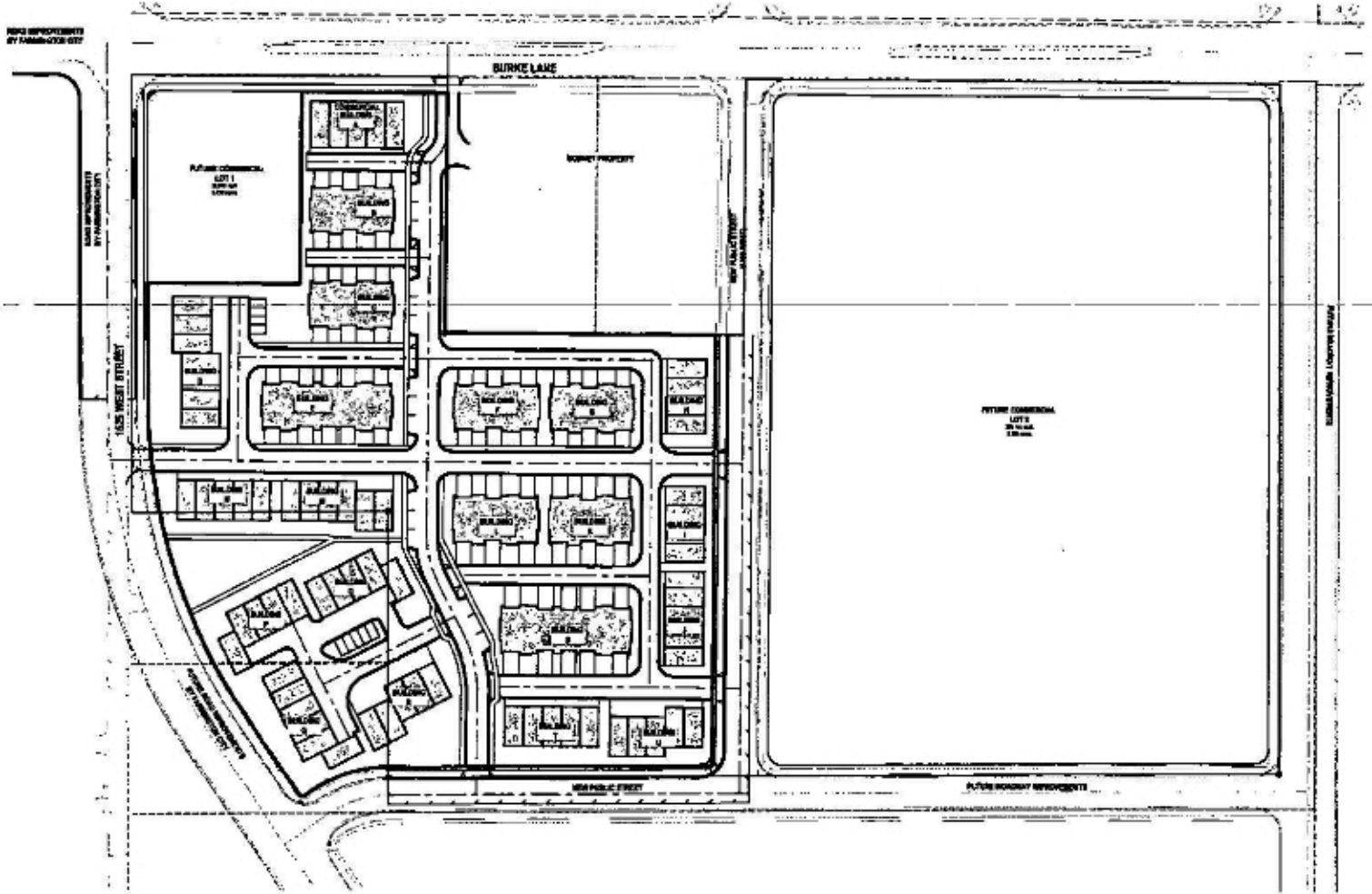


## 17.6 Acres

BEG ON LINE OF LOT 8, BLK 27, BC PLAT, AT A PT 9.4 RODS, M/L, N ALG 1/4 SEC LIN OF SW 1/4 OF SE 1/4 SEC 14-T3N-R1W, SLB&M; & RUN TH N  $0^{\circ}20'03''$  W 515.1 FT, M/L TO PT 670.21 FT N  $0^{\circ}20'03''$  W ALG THE 1/4 SEC LINE & N  $89^{\circ}39'57''$  E 275.0 FT & N  $0^{\circ}19'45''$  W 37.00 FT FR THE S 1/4 COR OF SD SEC SD PT BEING ON A NW COR OF PPTY COV IN WARRANTY DEED RECORDED 12/12/2019 AS E#3214421 BK 7417 PG 496 AS PARCE 2; TH N  $0^{\circ}20'03''$  FT; TH  $80^{\circ}39'57''$  W 275.0 FT TO THE 1/4 LINE; TH N  $0^{\circ}20'03''$  W 470.0 FT TO THE S LINE OF A RD; TH S  $89^{\circ}38'13''$  E 340.0 FT ALG THE S LINE OF SD RD; TH S 573.6 FT, M/L, ALG THE S LINE OF SD RD TO A W LINE OF PPTY CONV IN SE WARRANTY DEED & CORRCETLY SESC IN SD AFFIDAVIT AS PARCEL 2; TH ALG SD LIN S  $00^{\circ}00'18''$  W 741.63 FT & CONTINUING ALG A N LINE OF SD PPTY THE FOLLOWING COURSE: S  $89^{\circ}49'15''$  W 954.20 FT TO THE POB. SUBJECT TO DESC R/W. CONT. 17.6 ARCRES.



# Traffic and Transportation

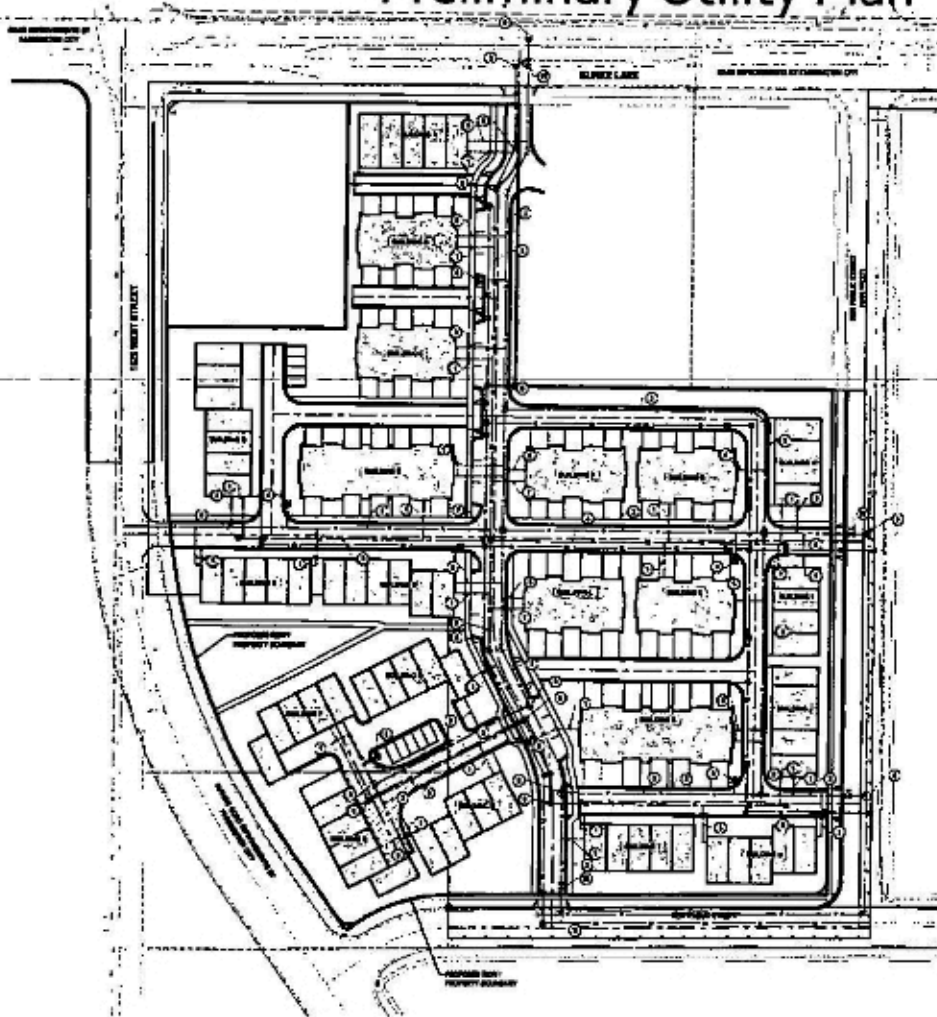




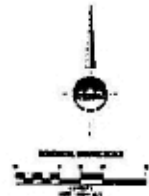




# Farmington Station Center Townhomes Schematic Plan – Concept Only Preliminary Utility Plan



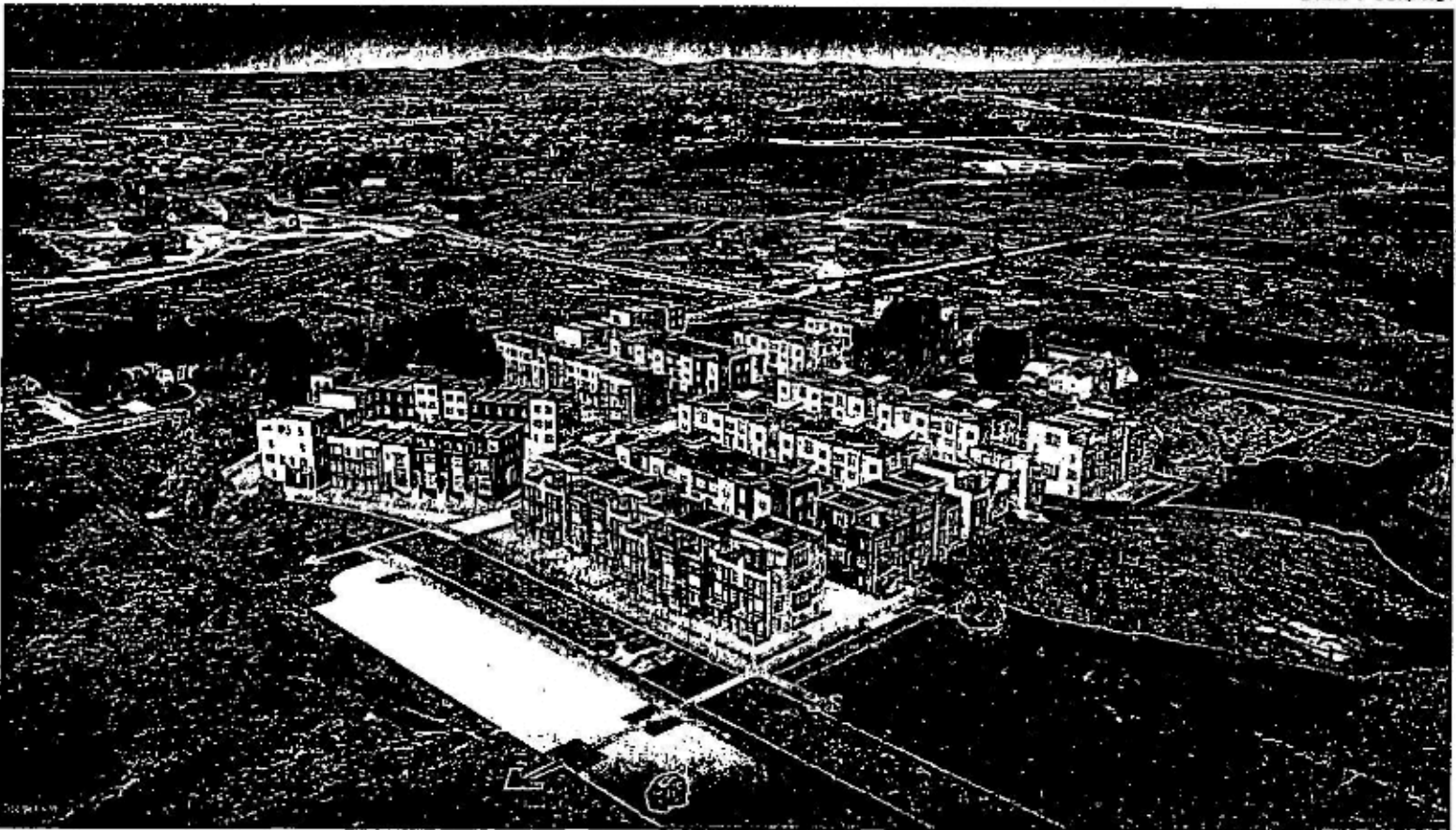
- GENERAL NOTES**
- 1. THIS PLAN IS FOR CONCEPTUAL PURPOSES ONLY.
  - 2. THE DESIGNER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE SITE AND HAS NOT CONDUCTED A FIELD SURVEY.
  - 3. THE DESIGNER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE SITE AND HAS NOT CONDUCTED A FIELD SURVEY.
  - 4. THE DESIGNER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE SITE AND HAS NOT CONDUCTED A FIELD SURVEY.
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- KEY TO PLAN**
- 1. 1" = 10' SCALE
  - 2. 1" = 20' SCALE
  - 3. 1" = 40' SCALE
  - 4. 1" = 80' SCALE
  - 5. 1" = 160' SCALE
  - 6. 1" = 320' SCALE
  - 7. 1" = 640' SCALE
  - 8. 1" = 1280' SCALE
  - 9. 1" = 2560' SCALE
  - 10. 1" = 5120' SCALE
  - 11. 1" = 10240' SCALE
  - 12. 1" = 20480' SCALE
  - 13. 1" = 40960' SCALE
  - 14. 1" = 81920' SCALE
  - 15. 1" = 163840' SCALE
  - 16. 1" = 327680' SCALE
  - 17. 1" = 655360' SCALE
  - 18. 1" = 1310720' SCALE
  - 19. 1" = 2621440' SCALE
  - 20. 1" = 5242880' SCALE





# Townhomes – Overview

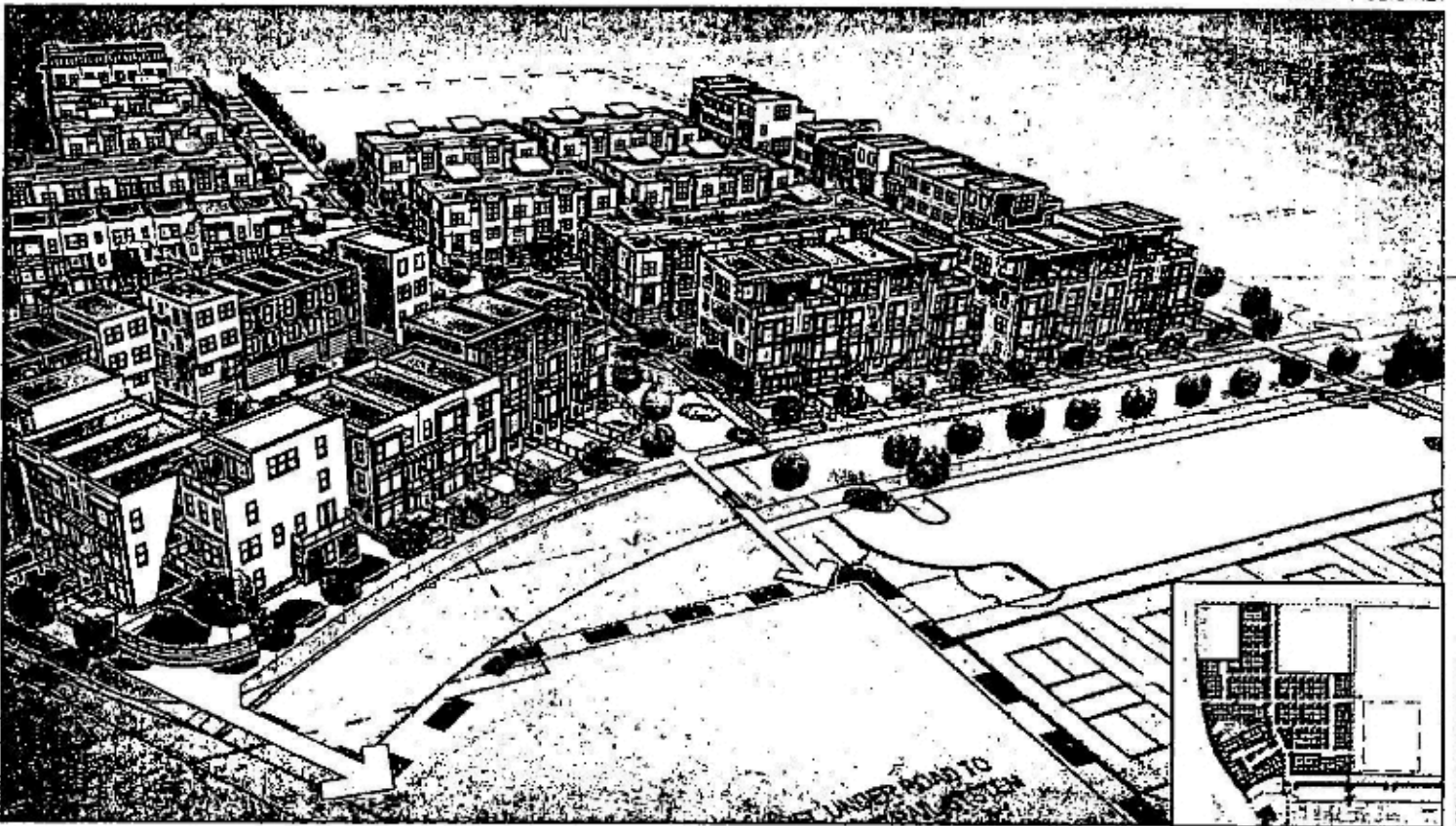
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# Townhomes – Overview

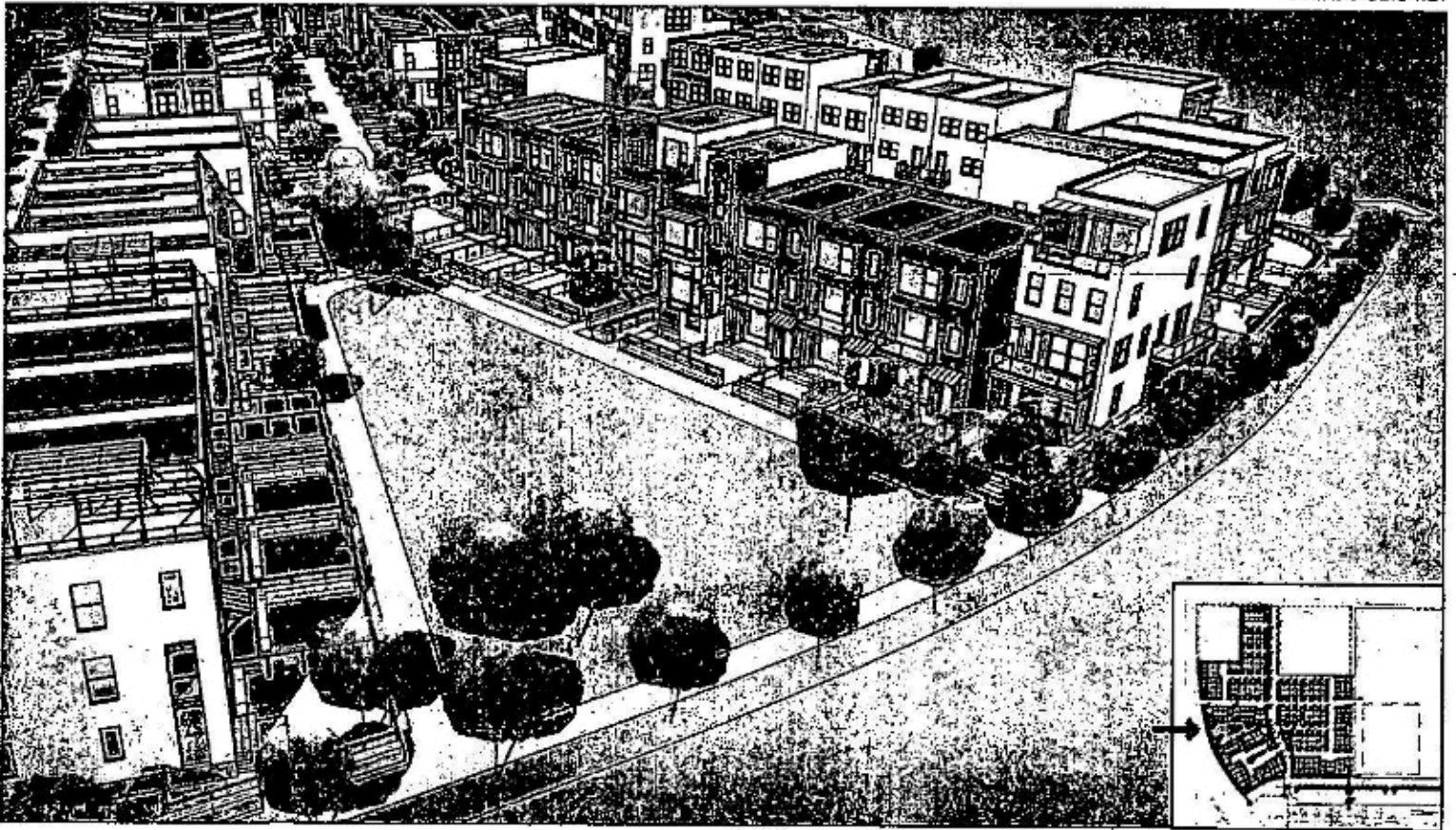
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# Townhomes – Aerial

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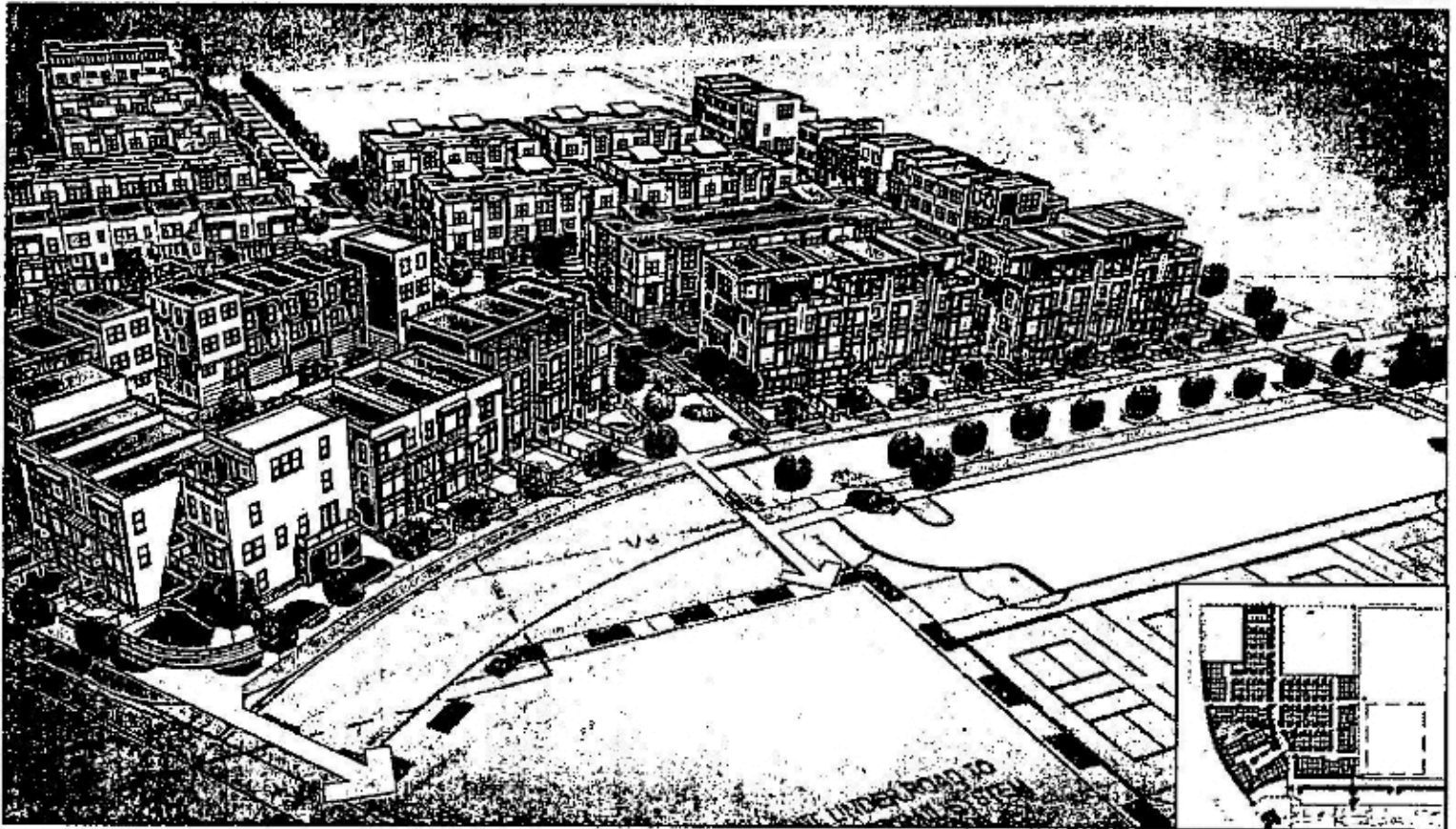
LOW AERIAL AT TRIANGLE PARK





# Townhomes – Aerial

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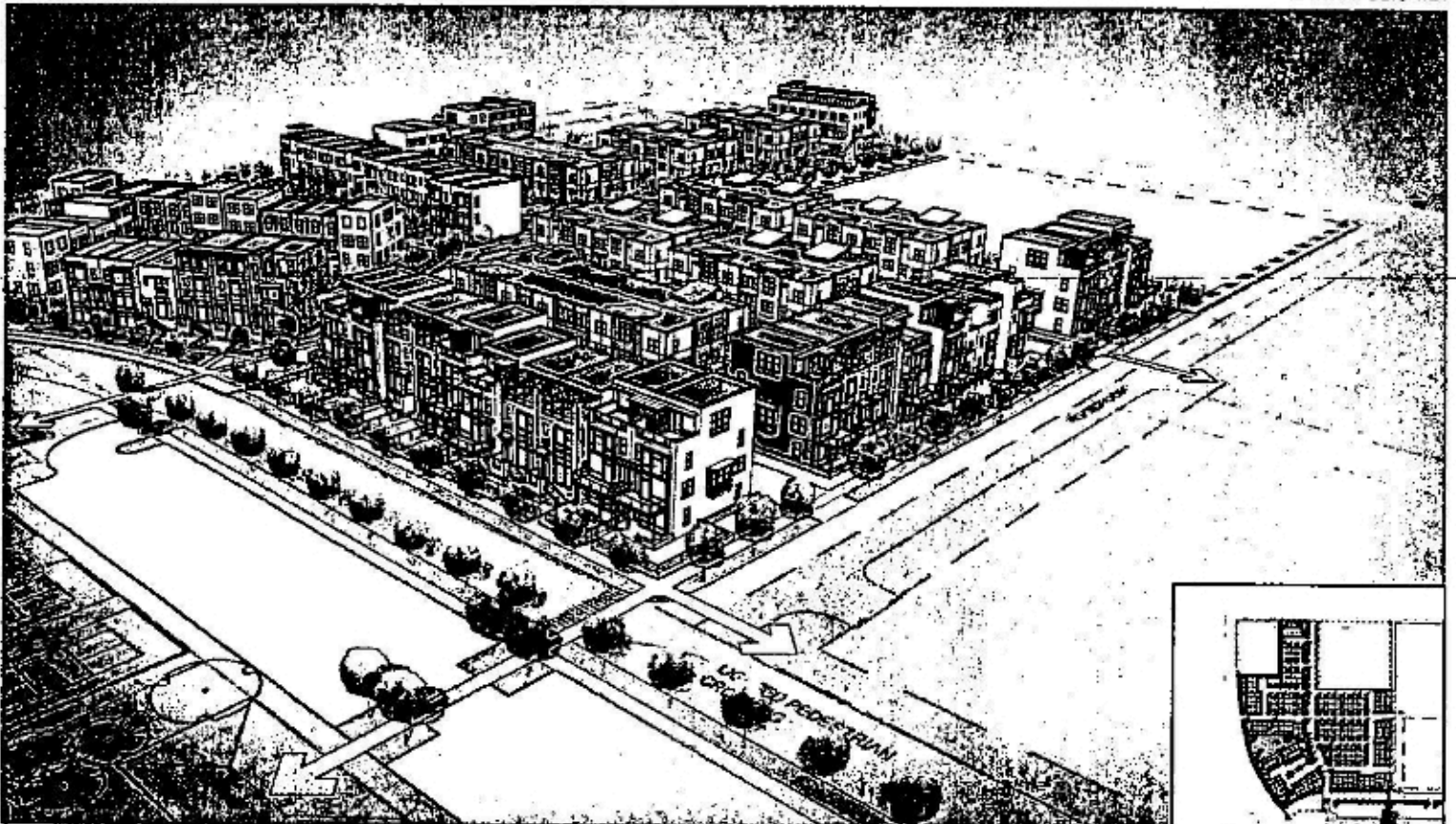


LOW AERIAL AT CITY PARK FRONTAGE LOOKING NE



# Townhomes – Aerial

DRAFT 05.04.21



LOW AERIAL AT CITY PARK FRONTAGE LOOKING NW



# Townhomes – Aerial

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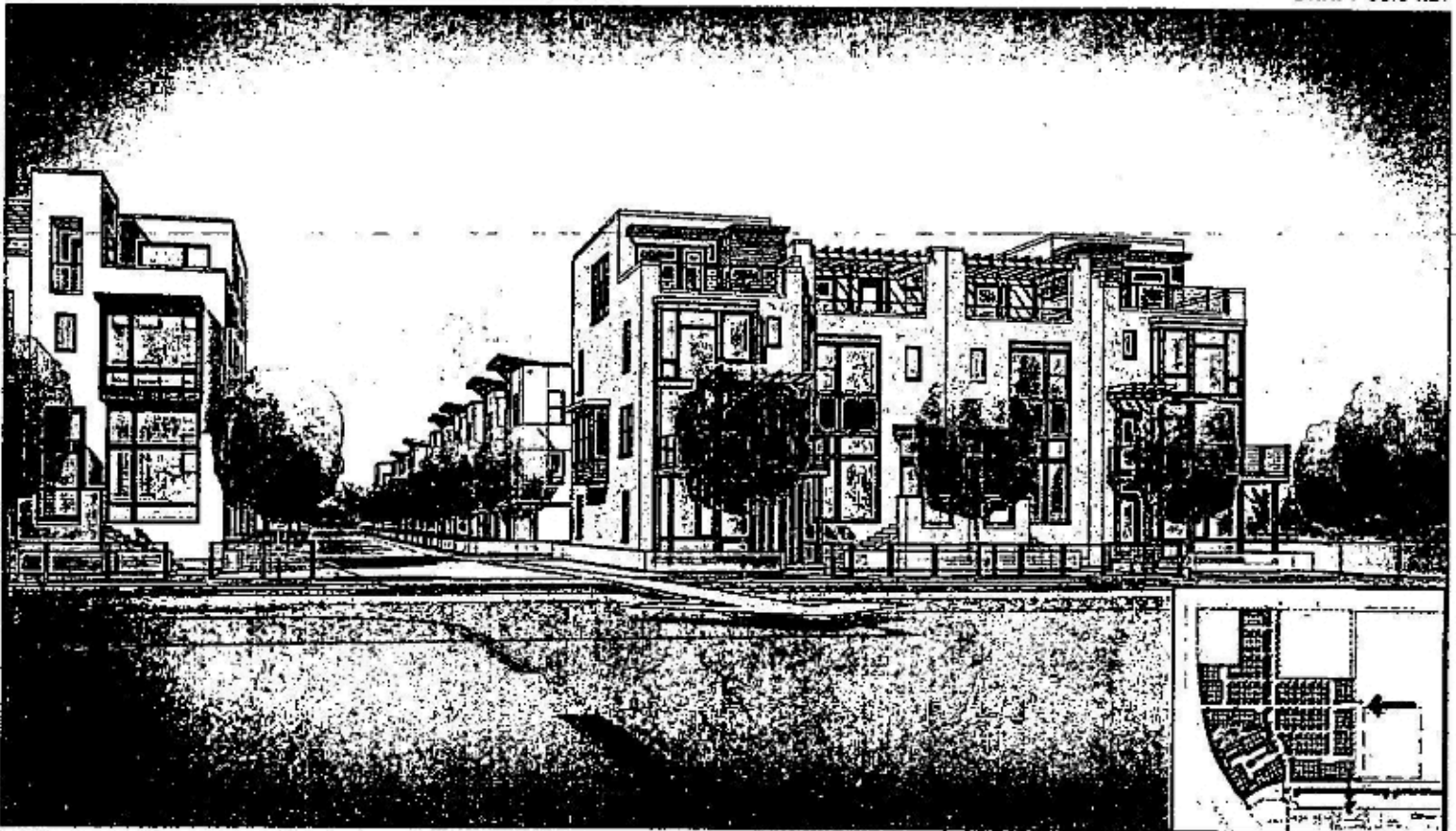


LOW AERIAL LOOKING WEST



# Townhomes – Residential Units

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# Townhomes – Live/Work Units

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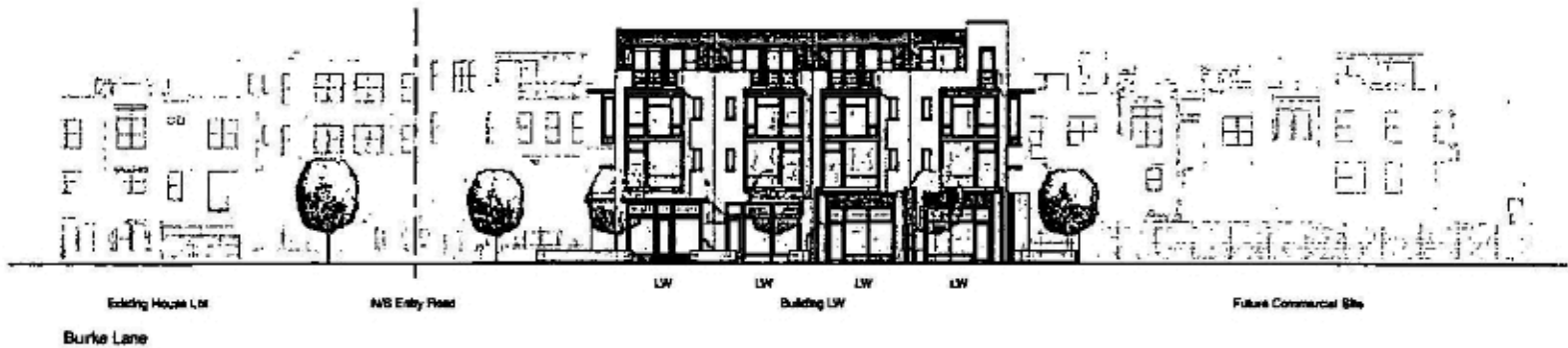




# Townhomes – Building Elevations

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Note: Building colors are for illustrative purposes only.



BURKE LANE ELEVATION





# Townhomes – Building Elevations

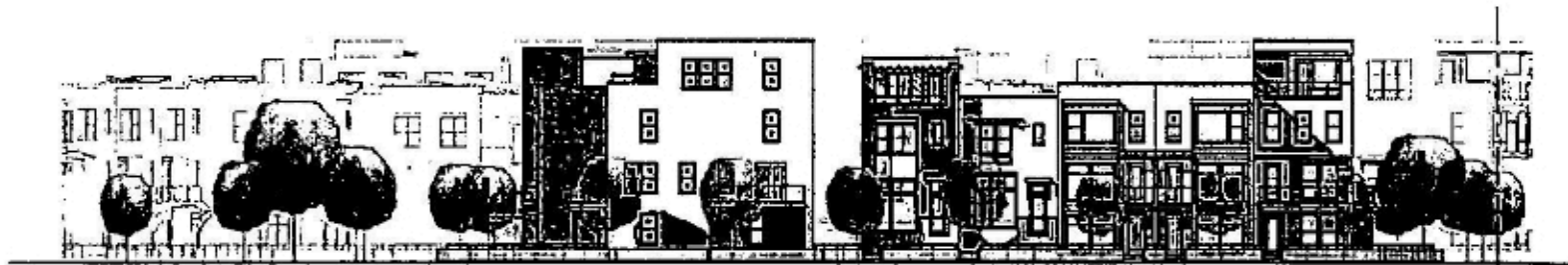
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Note: Building colors are for illustrative purposes only



Future Commercial Site  
1525 West (Left)

TLR TLR TLR MLR TL ML ML Alley Lane Building D Triangle Park



Triangle Park  
1525 West (Right)

Triangle Park Building D TLR TL ML Building E ML MLR ENW Entry Road

## 1525 WEST ELEVATIONS





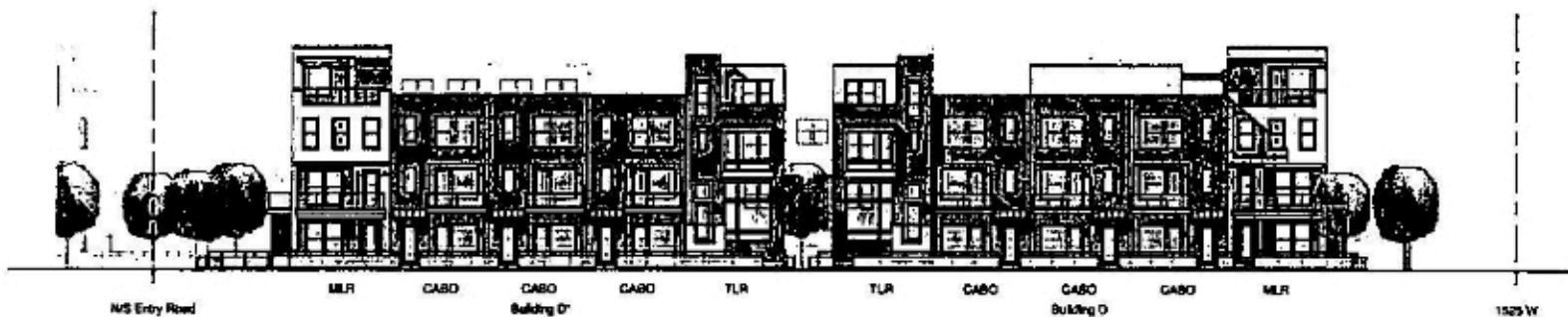
# Townhomes – Building Elevations

DRAFT 05.04.21

Note: Building colors are for illustrative purposes only.



Triangle Park (North)



Triangle Park (South)

## TRIANGLE PARK ELEVATIONS



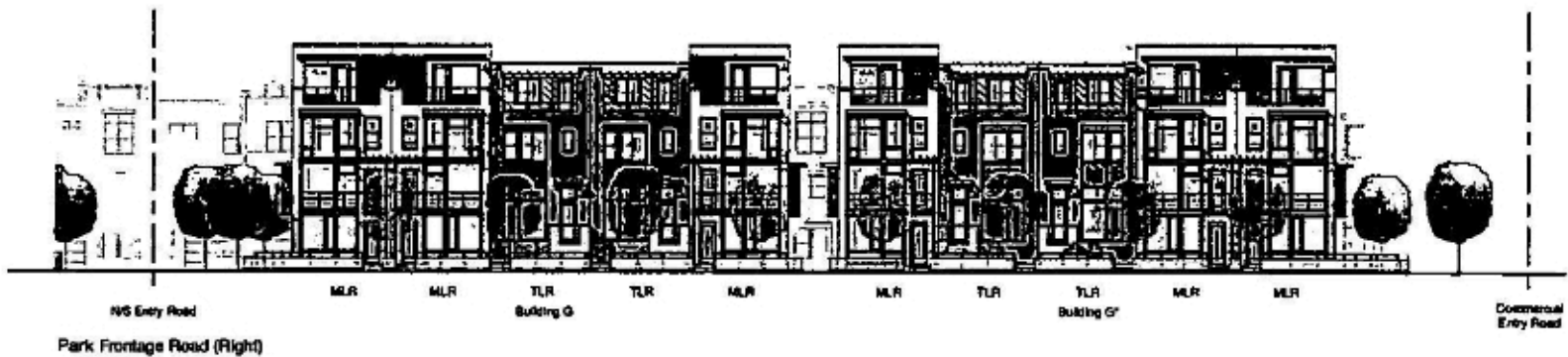
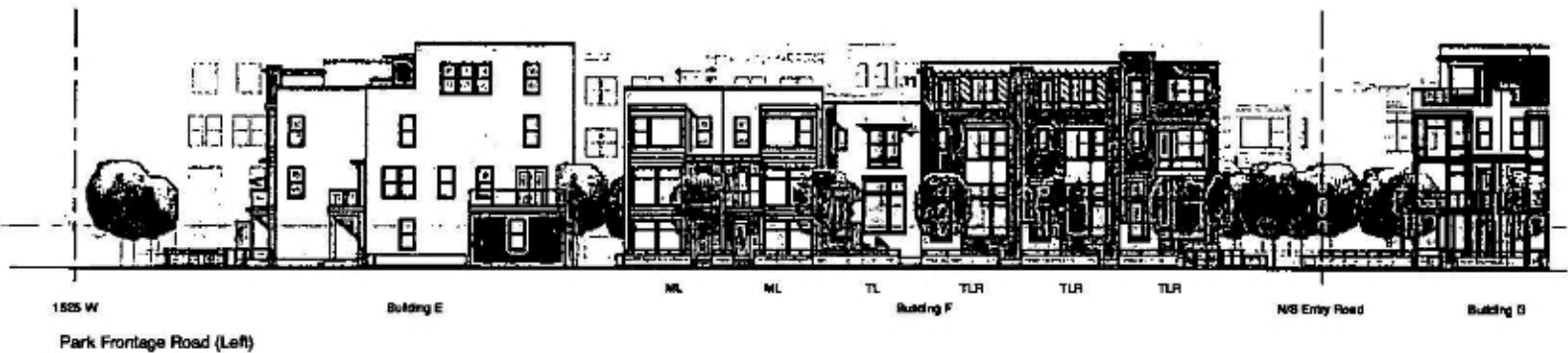




# Townhomes – Building Elevations

DRAFT 05.04.21

Note: Building colors are for illustrative purposes only.



## PARK FRONTAGE ROAD ELEVATIONS

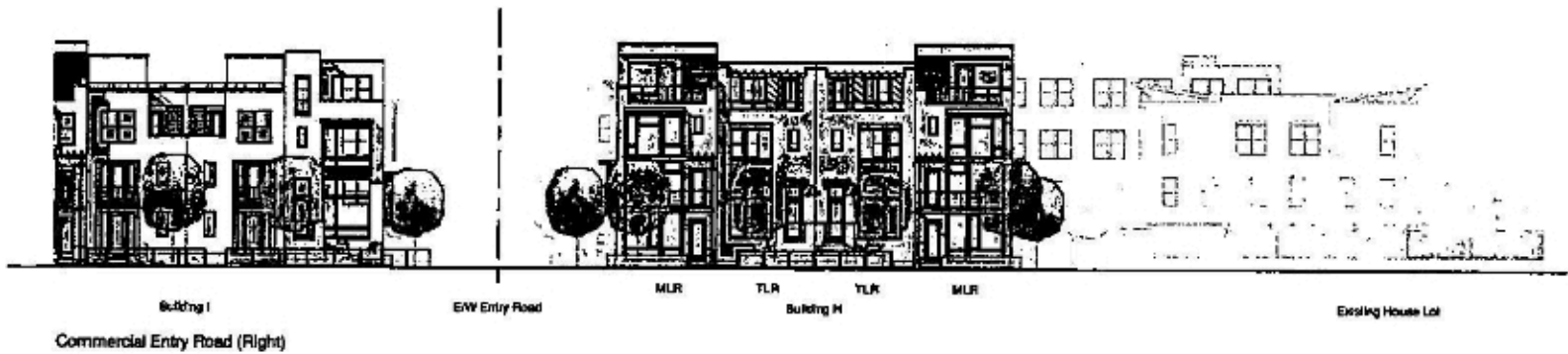
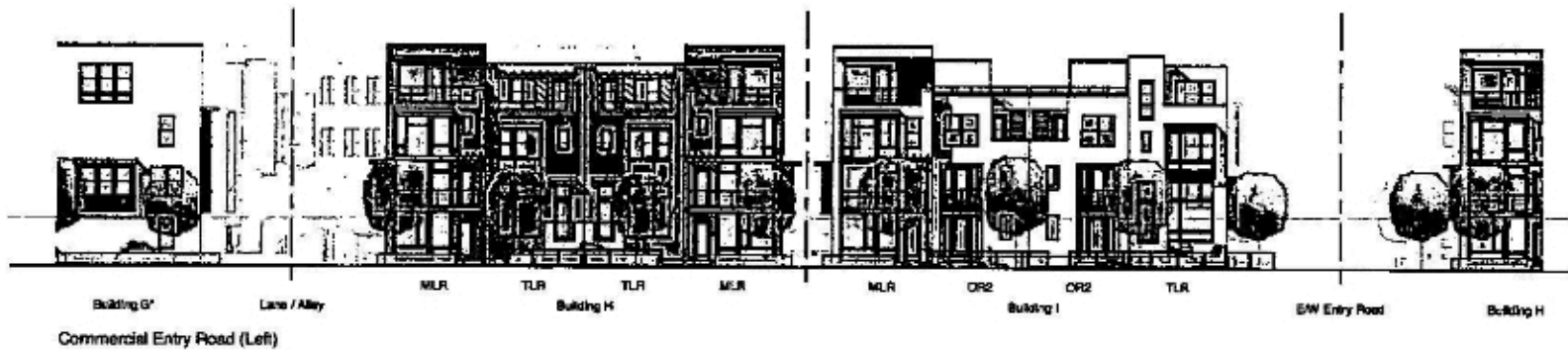




# Townhomes – Building Elevations

DRAFT 05.04.21

Note: Building colors are for illustrative purposes only.



## COMMERCIAL ENTRY ROAD ELEVATIONS

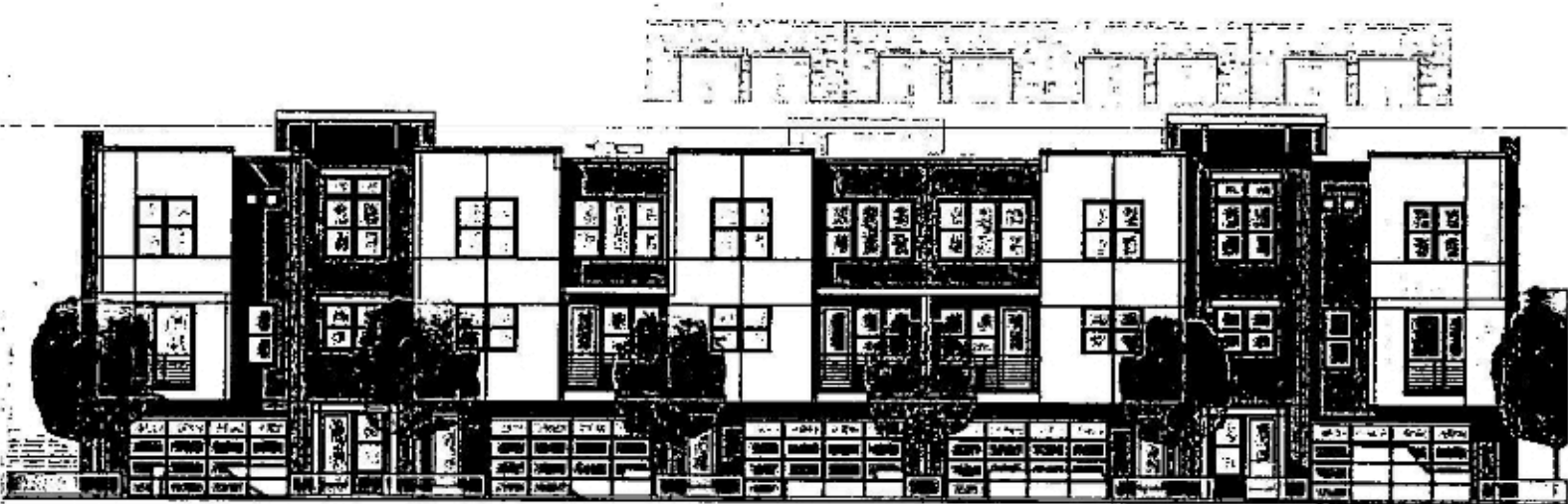




# Townhomes – Building Elevations

DRAFT 05.04.21

Note: Building colors are for illustrative purposes only



3 BR Unit

2 BR Unit

2 BR Unit

2 BR Unit

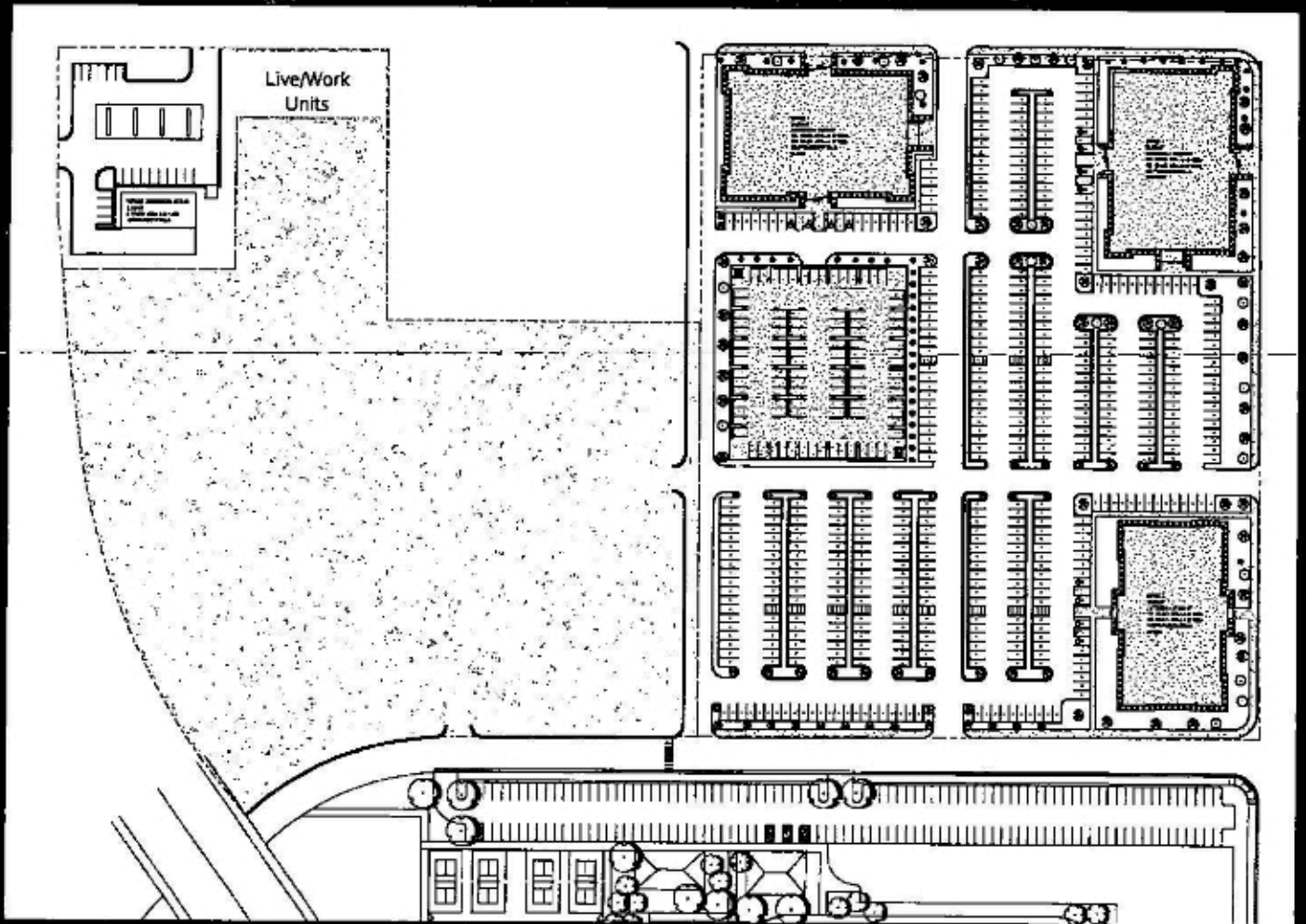
3 BR Unit

Note: ten units total in back-to-back configuration - opposite face is identical.

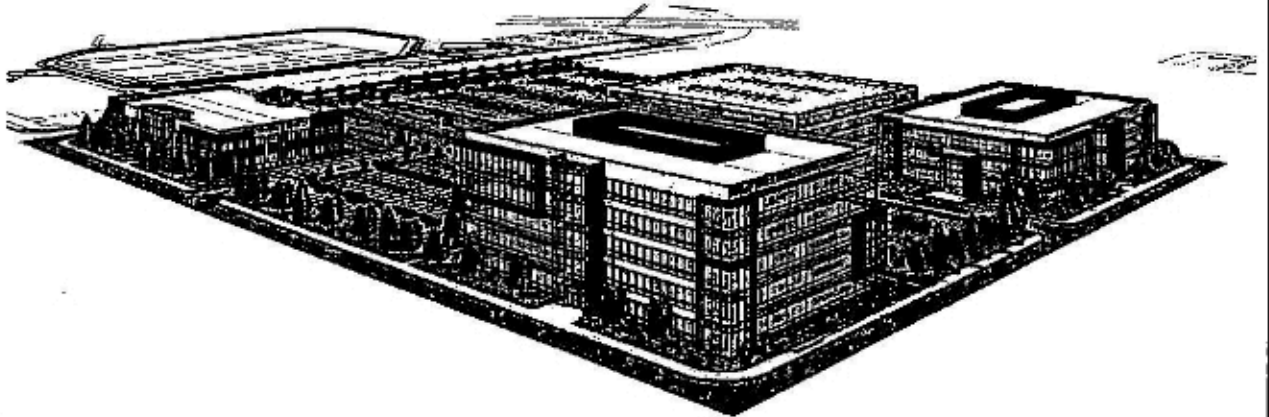
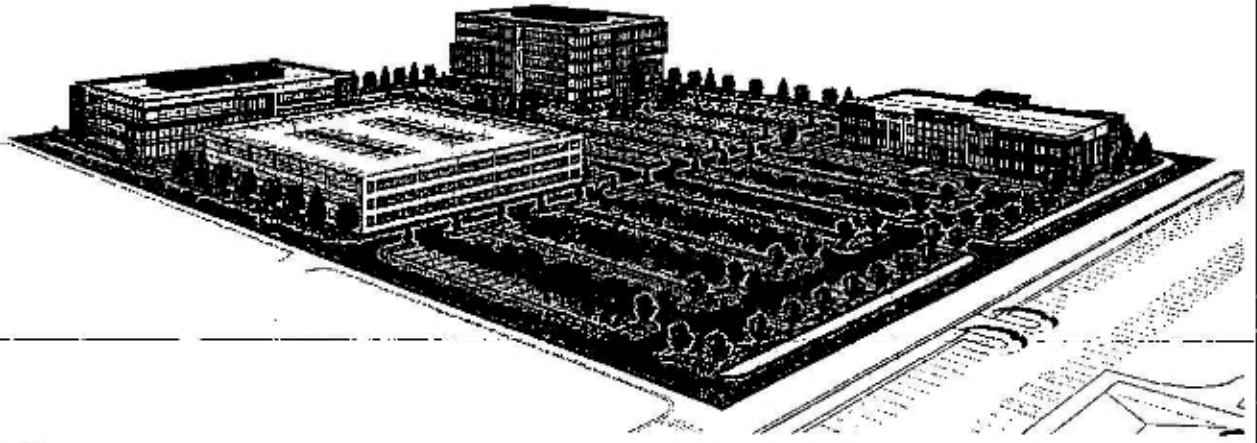
## BUILDING K | FRONT ELEVATION



# Office Building Concepts



# Office Building Concepts



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**EXHIBIT "C"**

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**Farmington Station Center Shared Parking Plan**

Farmington City, Utah  
Date: 8/21/2021

**DMU Lot Shared Parking (Standard @ 4/1000)**

Site	Capacity	Peak Days	Approved
Office Building 12 site	272		272
Internal areas only			272
<b>Total Required</b>			<b>272</b>

**Site #2 Shared/Private & Shared Spaces Provided**

Area	Capacity
Office Building 12	272
<b>Total Parking Provided</b>	<b>272</b>

272 total building site parking units

**FSC Office Shared and Park - Parking Analysis**

Office Building Parking Calculations Only	Capacity	Monday		Tuesday		Wednesday		Thursday		Friday	
		AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
Office Building 12	272	100	100	100	100	100	100	100	100	100	100
Office Building 13	272	100	100	100	100	100	100	100	100	100	100
<b>Total</b>	<b>544</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>

Notes:  
 1) No overnight public parking is permitted in defined areas.  
 2) Total parking is available regardless of building of 10000 square feet.



# 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: Shannon Hansell, City Planner and GIS Specialist

Date: October 5, 2021

SUBJECT: **Schematic Subdivision Project Master Plan/Development Agreement – Farmington Station Center Townhomes, and a Zone Text Amendment to modify the City's Regulating Plan**

APPLICANT: FSC LLC – Chris McCandless and Mike Williamson

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### **RECOMMENDATION:**

Move that the City Council approve the Farmington Station Center Townhomes Schematic Subdivision and Project Master Plan/Development Agreement; and table the Zone Text Amendment related to the City's Regulating Plan, and consider it concurrently with Final Site Plan and Final Plat approval at a later date.

### **BACKGROUND**

The Farmington Station Center Townhome project is a medium density mixed-use development proposed on Burke Lane and 1525 West. The project borders the site of the future City Park. The project consists of Segro Homes product, seen currently in Daybreak, UT, as well as more conventional townhomes in the center of the development. The developer proposes office buildings on the west side of their property, to be developed at a later date, and will provide shared parking in that section for the future City Park. The applicant also proposes a land exchange agreement for shared parking and increased area for the park. The applicant must provide and receive approval for a PMP/DA under section 140 Chapter 18 due to, among other things, the residential use being not permitted in the OMU zone. However, the site total provides roughly 60% office (to be protected by contractual agreement) and 40% residential uses, a similar ratio to other area developments.

### **Supplemental Information**

1. Vicinity Map
2. DA/PMP/Schematic Subdivisions Plan

3. North Farmington Station Parking Lot Cost Estimate

Respectfully Submitted

Concur

*Shannon Hansell*

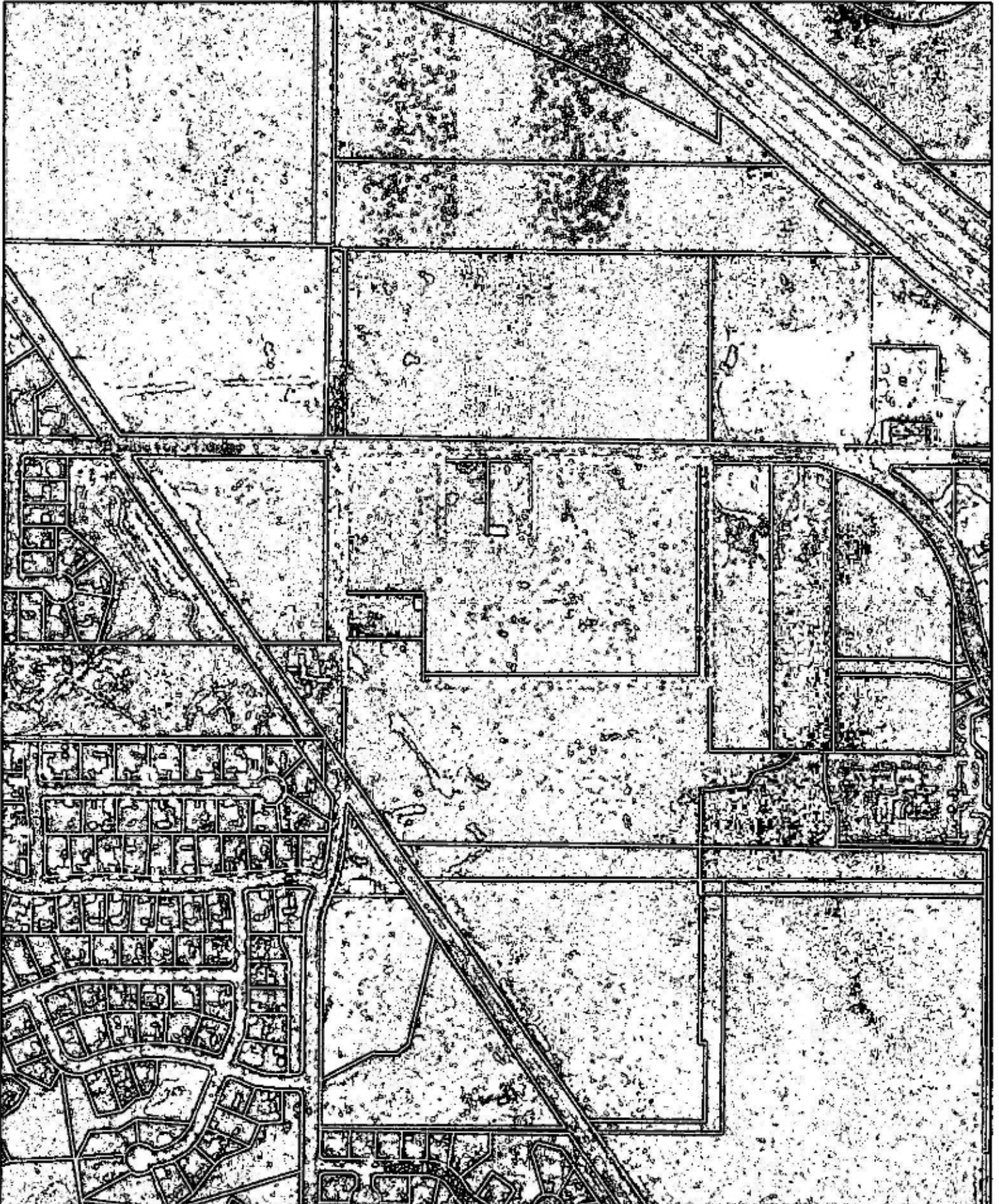
Shannon Hansell  
City Planner and GIS Specialist

Shane Pace  
City Manager

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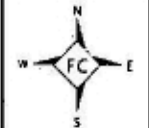
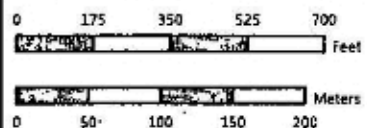
**NORTH FARMINGTON STATION**  
Cost Estimate for FSC Shared Parking Lot  
September 28, 2021

Item	Scope	Quantity	Unit	Unit Cost	Cost	Notes
1	Contractor Staffing & Site Requirements	3	MO	\$ 31,000.00	\$ 93,000.00	
2	SWPPP	85000	SF	\$ 0.04	\$ 3,400.00	
3	Clear, grub, export topsoil	85000	SF	\$ 0.35	\$ 2,975.00	Assumes farm soil
4	General site import - 12" thick	3148	CY	\$ 18.00	\$ 56,667.00	
5	Cut, fill, grade	3148	CY	\$ 3.75	\$ 11,806.00	
6	Base curb & gutter	6132	SF	\$ 1.75	\$ 10,731.00	
7	Base concrete paving - approaches	800	SF	\$ 3.25	\$ 2,600.00	
8	Base Sidewalk	2590	SF	\$ 1.35	\$ 3,497.00	
9	Subbase Asphalt - heavy duty	17300	SF	\$ 2.75	\$ 47,575.00	
10	Curb & gutter	3066	LF	\$ 20.00	\$ 61,320.00	
11	Concrete paving - approaches	800	SF	\$ 11.00	\$ 8,800.00	
12	Sidewalk 5' wide	2590	SF	\$ 6.00	\$ 15,540.00	
13	Asphalt, Roadbase - light duty	48200	SF	\$ 3.00	\$ 144,600.00	
14	Asphalt, Roadbase - heavy duty	17300	SF	\$ 3.25	\$ 56,225.00	
15	Site Utilities	85000	SF	\$ 0.95	\$ 80,750.00	
16	Landscaping, irrigation	9978	SF	\$ 8.00	\$ 79,824.00	
17	Lighting	10	EA	\$ 70,000.00	\$ 700,000.00	
18	Groundwater Mitigation	1	EA	\$ 20,000.00	\$ 20,000.00	
19	Weather Conditions				\$	Not included
20	Developer Admin and Overhead	1	LS	\$ 60,000.00	\$ 60,000.00	Not included
0.00%	Owners Representation Fees				\$	Not included
0.00%	Land Costs (donated by developer)				\$	Not included
0.00%	Financing/Loan Fees, Interest				\$	Not included
2.00%	Permit Fees				\$ 21,898.00	
2.00%	Impact Fees				\$ 21,898.00	
3.00%	Utility Provider Fees				\$ 32,848.00	
1.25%	Geotechnical Investigation				\$ 13,687.00	
4.00%	Design Fees				\$ 43,797.00	
2.00%	Testing & Inspections				\$ 21,898.00	
0.10%	Warranty Reserve				\$ 1,095.00	
0.85%	General Liability Insurance				\$ 9,307.00	
0.15%	Builders Risk Insurance				\$ 1,642.00	
1.00%	Payment & Performance Bonding				\$ 10,949.00	
0.00%	Cost Study Contingency				\$	Not included
5.00%	Owner Contingency				\$ 54,700.00	
3.00%	Construction Phase Contractor				\$ 32,848.00	
5.00%	CPI Cost Escalation Contingency				\$ 54,746.00	
6.00%	Contractor Fee				\$ 65,695.00	
<b>Total Estimate</b>		<b>85,000</b>	<b>SF</b>		<b>\$ 1,216,318.00</b>	



### VICINITY MAP

Farmington Station Center



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