
**NORTH OGDEN CITY
STAFF REPORT**

TO: CITY COUNCIL
FROM: MAYOR TAYLOR
SUBJECT: CDA FUNDS FOR RE-DEVELOPMENT OF OLD SMITH'S
BUILDING
DATE: 12/14/2015

The old Smith's building has been vacant for over a year. Smith's still owns the old building and has been working very hard to find a purchaser for the old building. A purchaser put the building under contract last year, but the deal fell through because of re-development costs to modernize and modify the old building and other obstacles. Redevelopment of existing properties, especially when there is major reconstruction, is often financially-constraining because the potential rents are lower than new construction, and remodel costs can be prohibitive. In this case, part of the old building needs to be torn down to accommodate additional parking. The removal of approximately 1/3 of the building creates structural issues that will require new engineering and construction and also grading issues for the new parking to match existing parking. After the first deal fell through, we have been working with Smith's to find a new buyer and another company has the building under contract. They are a nationally-recognized leader in retail development. They are running into cost issues related to the items above.

During the past year we have worked to create a new economic development area under the Community Development Area (CDA) program authorized by the Legislature. This program allows cities to create economic development areas and funding mechanisms to generate new tax revenues to be used in the economic development area to stimulate additional development or redevelopment. As you know, we recently created a CDA in North Ogden, and the old Smith's building is a primary parcel in the CDA. In the tentative CDA budget, we projected the use of \$300,000 in CDA revenues to stimulate re-development of the old Smith's building and façade work of the adjacent strip mall.

I would like to present a proposal for use of some or all of these budgeted CDA funds to stimulate re-development of the old Smith's building. I believe that redevelopment of this building is essential for development of other commercial locations in the city. Having the second-largest commercial building in the city sitting vacant depresses economic development and interest in other areas of the city. It also leaves a large building that could be generating sales tax empty and unproductive. The city has a solid CDA established and has the tools necessary to participate in stimulating the redevelopment of the old building without using general tax dollars (sales or property taxes). I believe that stimulating redevelopment of the old Smith's building is essential for successful development of our commercial downtown area and strongly recommend that we utilize the CDA to

stimulate this project to begin. I also believe that the building will likely continue to sit vacant without some stimulus to make the project more financially viable.

During next week's City Council we will discuss the proposed project. The developer will be present to explain their costs and concerns. I have also presented the proposed project to the Economic Development Committee, who voted to send a favorable recommendation to use the CDA to stimulate this redevelopment project.

TYPE OF DECISION

When the City Council is acting as the land use authority, it is acting in a legislative capacity and has wide discretion. Examples of legislative actions are general plan, zoning map, and land use text amendments. Legislative actions require that the Planning Commission give a recommendation to the City Council. Typically the criteria for making a decision, related to a legislative matter, require compatibility with the general plan and existing codes.

BACKGROUND

The applicant is requesting a map amendment to change the zoning for property at approximately 1750 North Washington Boulevard from Commercial Zone (C-2) to Master Planned Community Zone (MPC). The North Ogden General Plan and MPC zone were adopted on July 28, 2015 as an interim measure while the North Ogden General Plan was being updated. The North Ogden General Plan update was adopted on September 22, 2015. A form based code will eventually replace the MPC zone. (See Exhibit A)

This application is the first to take advantage of the MPC zone designation. The purpose of the MPC zone is stated in 11-7K-1 Purpose:

The purpose of the Master Planned Community Zone is to provide opportunities for creative and unique developments within North Ogden City. This ordinance includes guidelines for creating neighborhood oriented village projects that may include a mix of residential, commercial, recreational and/or public uses.

An integral part of this Zone is a multistep review process to assure compatibility of proposed land uses with existing, and proposed adjacent neighborhoods, as well as the vision of the General Plan. The desired goal is to move toward vibrant, sustainable, and walkable neighborhood centers, with integrated streets.

Proposed plans for development must follow or exceed design standards found within this ordinance. Specific plans shall be a reflection of a required development agreement.

The Planning Commission and City Council have gone through an extensive process regarding this application. They held multiple joint discussions and participated in a field trip to review other similar completed projects in several cities.

The Village at Prominence Point, Phase 2 is a mixed use project with a combination of commercial and residential uses. The amenities consist of a club house and pool, trails, and open space. The Technical Review Committee met on August 24, 2015. There are specific requirements regarding the provision of storm water, sanitary sewer, culinary water, and secondary water. (See Exhibit D)

The following is a summary of the project reflecting refined project numbers.

- Housing: 339 apartment units- a combination of one, two, and three bedroom units.
- Density: 22.5 units per acres / the MPC zone allows a range of 18 to 40 units per acre.
- Commercial: 26,236 square feet
- Pedestrian areas including sidewalks and plaza cover approximately 13% of the site (207,924 square feet)

- Drivable surfaces will cover approximately 37.% of the site (297,982 square feet)
- Landscaping will total at least 20% of the site
- Total Building Footprint: The building footprint will occupy approximately 22% of the site.
- Parking: 606 residential parking stalls with 90 garages, 180 carport spaces, 229 open space parking, 90 tandem spaces, 17 clubhouse parking. 107 commercial stalls with 13 along Washington Blvd. There are also at least an additional 50 parking stalls for visitors on 1700 N. and some shared parking at night with commercial space for a total of 693 residential stalls.
- Streets: All internal streets are shown as private streets. The westerly north south street is a private street with public access.
- Trails and Sidewalks: The design shows a 20 foot wide sidewalk along Washington Boulevard, a 6 foot wide sidewalk along 1700 North, internal sidewalks vary between 6 and 7 feet. The trail system has 10 foot wide trails.
- Phasing: The project is projected to have five phases, the first four being residential with commercial being the final phase depending upon market conditions. The first phase will have the clubhouse in it.

11-7K-9 MASTER PLANNED COMMUNITY ZONE CONFLICTS WITH OTHER REQUIREMENTS IN THE CITY CODE

When the requirements of this chapter are found to be in conflict with other provisions of the City Code, the standards, requirements, and processes of this chapter shall take precedence, especially where a development agreement has been approved.

The Master Planned Community zone provides ultimate flexibility in applying design options for an applicant and the City. Where provisions conflict with existing code they may be modified in the required development agreement. There are several design issues in this project that are being requested, e.g., a modification of the parking requirement standard. As the Planning Commission reviews this project these standards should be identified and a recommendation made to the City Council regarding these modifications.

There are three areas where allowances are being considered, parking, building heights, and the west north / south roadway design. Parking numbers are reflected above, the taller buildings will be 51 feet, and the north / south roadway will be a private road with 26 feet of pavement with public access.

11-7K-5 DEVELOPMENT STANDARDS

The application addresses the design standards and they are met with the noted exceptions above. The development agreement has the following exhibits that address these standards:

- A: Legal Description (submitted)
- B: Site Plan
- C: Landscape Plan (concept)*
- D: Floor Plans
- E: Building Elevations
- F: Site Data

G: Building material board and color palette

H: Fire Plan. To be submitted by this Friday.

I: Signage (concept)**

J.: Commercial Development Elevations

K: Detention Basin Park

*The landscaping plan is a concept plan. A provision will be included in the development agreement that addresses the final approval process of the landscape plan, e.g., a final landscape plan will be approved by either Staff or the Planning Commission. The final landscape plan will include a plant species list, number of plants, and tree sizes consistent with 11-7K 5 (G) and (L)

**The final design for signs will be addressed at the time of building permit application.

Other provisions that are included in the development agreement that the City Council should pay particular attention are the maintenance plan and the list of allowed and prohibited uses.

GENERAL PLAN

The following excerpt from the General Plan describes the parameters for using the Master Planned Community Zone.

Residential Development

Multi-family

Multi-family residential areas traditionally include rental apartments and condominiums and are often located along major arterial streets, adjacent to community commercial centers, or adjacent to existing multi-family developments. Multi-family residential areas also allow for business and professional offices which can be creatively mixed with housing areas. The appropriate location of this type of land use can provide residential dwellings adjacent to commercial developments to create a downtown environment. Appropriate areas lie generally along Washington Blvd. and 2600/2700 North. In the General Plan (see Figure 5), these areas are suggested to complement more intense commercial uses and buffer adjacent single family homes. The zones used to accommodate higher densities are the R-3, R-4, and the Master Planned Community (MPC) zones. The MPC zone relies on a development agreement to accomplish the community goals of creating higher quality buildings, and better site design.

Commercial Development

North Ogden's goals and policies concerning commercial developments address the aesthetics and location of commercial developments. The desire of City officials is to provide an attractive, pleasing environment in which to shop or work within a commercial core. Enough vacant property exists in North Ogden to accommodate future commercial growth. In order to function efficiently, proposed commercial developments should be evaluated for adequate internal circulation for automobiles and pedestrians with limited access points to the major streets serving the developments.

Within the commercial areas, a mix of uses is anticipated. Civic, office, retail, entertainment, small business, and higher density housing should be combined to create a diverse mix of uses that provides a

wide variety of housing options and reasons for people to gather and linger. The zones used to accommodate higher densities are the R-3, R-4, and the Master Planned Community (MPC) zones. The MPC zone relies on a development agreement to accomplish the community goals of creating higher quality buildings, and better site design.

The focus of commercial development in North Ogden should be to provide services that support the resident population of the City and adjacent areas. Regional commercial centers would be inconsistent with citizen desires and the direction of this Plan.

SUMMARY OF CITY COUNCIL CONSIDERATIONS

- Is the proposal consistent with the General Plan?
- Does the proposal meet the North Ogden Zoning ordinance standards?
- Is the MPC request appropriate for this neighborhood?
- Does the application meet the purpose / intent of the MPC zone?
- Are the modifications for parking, building heights, and west roadway private street design appropriate?
- Is the development agreement acceptable to the City Council?

PLANNING COMMISSION RECOMMENDATION

The Planning Commission is recommending approval of the zone change from C-2 to MPC-VPP.

The Planning Commission has not been involved in the development agreement review process. The final development agreement along with all of the exhibits will be forthcoming.

EXHIBITS

- A. Application
- B. Ordinance
- C. Development Agreement
- D. Technical Review Notes

MAP



AGREEMENT # _____

THE VILLAGE AT PROMINENCE POINT
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, hereinafter (“Agreement”), is made and entered into this _____ day of _____, 2015, by and among Meritage Companies, LLC, an Alaskan limited liability company (Alaska Entity # 10014218), (hereinafter collectively “Developer”) as the owner and developer of certain real property located in North Ogden City, Weber County, Utah, at approximately 1750 North 200 East, and NORTH OGDEN CITY, (hereinafter “the City”), a Utah Municipal Corporation. Developer and the City shall hereinafter be collectively referred to as “Parties” and sometimes individually as a “Party”.

RECITALS:

A. Developer is the owner of approximately 18.26 acres of real property (“Parcel A”) located in North Ogden City, Weber County, Utah, which it intends to develop as a Mixed Use Development. A legal description of the property is attached hereto as Exhibit “A”.

B. SITE INFORMATION

Tax Lots: 110140048, 110140069, 110140070, 110140071,
110140072, 110140016, and 110140062

Current Zoning: Commercial (C-2)

General Plan: Southtown Mixed Use (SMU)

Location: The subject property is located within the North Ogden city limits. The proposed project is located on the east side of Washington Blvd, north of 1700 North.

The property is more specifically located within

North Ogden City general plan and identified as MU or mixed use. The existing zoning for the site C-2 but the proposal is based upon rezone to include MPC masterplan Community Zone

- C. The subject property is zoned Commercial (C-2) and designated mixed use (MU) on the General Plan Map.
- D. The subject property is bounded on the west by the R-4 future independent living, assisted living and memory care. The other adjacent lots are agricultural in nature.
- E. Developer also has acquired rights to purchase adjoining property currently owned by the Hales Trust which will be developed as part of Parcel A.
- F. The Parties jointly agree that the City will benefit from all aspects of this proposed development.
- G. The Parties desire to enter into terms relevant to Developer's proposed development as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, Developer and The City hereby agree as follows:

1. **Recitals.** The above recitals are incorporated herein by reference and made a part hereof.
2. **Rezone.** The City agrees to rezone only the subject property as described in the legal description in Exhibit "A" to Master Planned Community (MPC) zone.
3. **Intended Use.** The Developer agrees that only the proposed Mixed Use Development will be allowed or authorized under the terms of this Agreement or on Parcel A as approved by the City under the MPC zone.
4. **Development Terms.** The following constitutes terms for development of the

Parcel.

- a. Concept Approval. The North Ogden City Council has approved the Developer's proposed concept and has entered into this agreement to facilitate the Developer to develop the subject Property as proposed.
- b. Compliance with Subdivision Standards. Developer agrees to comply with all of the conditions of approval and the ordinances, rules, regulations, requirements and standards of the City with respect to the preparation, submission, and recording of subdivision applications, all preliminary and final plats, and the construction and completion of said development, and particularly to installation and completion of all required subdivision improvements and the provision of the financial guarantee guaranteeing completion of such improvements (the "Subdivision Guarantee") consistent with current City Ordinances.

5. Vesting.

- a. The Developer shall have the vested right to develop Parcel A in accordance with the applicable land use ordinances of North Ogden City as established on the date of this Agreement as well as per the terms of this Agreement. Except as set forth in 5.b., the City's future laws are not applicable to the Project.
- b. Exceptions:
 - i. The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 5(a) are subject to only the

following exceptions:

- ii. Developer Agreement. City's Future Laws that Developer agrees in writing to the application thereof to the Project;
- iii. State and Federal Compliance. City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;
- iv. Building Codes. City's Future Laws and safety standards that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet countervailing public safety concerns related to public health, safety or welfare;
- v. Roads. Reasonable requirements for roadway grades, widths, access points, maintenance, and standards.
- vi. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.
- vii. Fees. Changes to the amounts of fees for the processing of

Development Applications, or impact fees that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law. Developer is vested in the fees in place at the time a complete application is submitted.

Specifically, Developer will only pay impact fees legally in place on the date a complete building permit application is submitted to the City.

- viii. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code.

6. **Existing On-Site Conditions.**

- a. The 18.26 -acre subject property was largely undeveloped but is currently under construction with the proposed subdivision improvements with the construction of 1700 North. Smaller dilapidated structures along Washington Blvd have been removed.
- b. The subject property slopes generally downhill from the northeast to the southwest at an average slope of about 1%. The vegetation present on the property includes native shrubs and grasses.

7. **Conformance with North Ogden General Plan.**

- a. Residential Density.

- i. This proposal consists partly of multi-family housing, which is listed as a permitted use in the MPC zone. It is also consistent with the desire to provide increased density along Washington Blvd and a mix of housing types. The multi-family housing complex will contain amenities for residences, including a clubhouse, pool, large greenspace and associated smaller pocket parks. Developer has planned for a pathway along the north edge of the site to connect down to the regional drainage basin that will function as a larger park for the development.
- ii. The setbacks are approved as are shown on the site plans for the individual buildings/groups of buildings which may be different than is currently anticipated in the MPC zone. Attached as Exhibit “B”.
- iii. The subject property is within the North Ogden Southtown area and is allowed as a MPC zone based upon satisfying the 5 acre minimum parcel Development. The density in the MPC consists of 339 total units in 22 apartment buildings as shown on Exhibits “B” and “F”.

8. Conformance with MPC Requirements

- a. The Development has been shown to be in compliance with the terms and conditions expressed in the MPC Zone under 11-7K-2. Any modifications to the MPC zone, or any other development standards are clearly identified in this Agreement pursuant to 11-7K-5. Any standards

which are not specifically waived by this Agreement, or subsequent agreement, will be complied with by Developer and City. The modification of the standards is acceptable under the MPC zone to accommodate favorable design and other concessions of the Parties.

- b. The City Council has considered the items outlined in 11-7K-2 to assess the suitability of Parcel A to be zoned under the MPC zone and finds that the majority are in favor of this Project and Agreement moving forward.

9. **Building Height.**

- a. The subject property is within the MPC zone, an area that contains special height allowances based upon setbacks and separations. The Developer will build **mostly** three-story structures however some four story end units have been included to provide variety in exterior elevation design. The building height of the three story apartments is approximately 42' to the ridgeline. Four story units have approximately 51' of overall height to the peak ridgeline. There will be a maximum number of 5 51' buildings.

10. **Architectural Design Standards.**

- a. All buildings shall incorporate design features such as offsets, balconies, projections, window reveals, or similar elements to preclude large expanses of uninterrupted building surfaces. Recess (e.g., deck, patio, courtyard, entrance or similar feature) shall have a minimum depth of six feet. All building elevations adjacent to a public street right-of-way are provided with doors, porches, balconies, sidewalks, approaches, and/or windows to give the appearance of the building fronting on the public

street. Unit entries are from breezeways typical on all units. All buildings have units that front building faces. There are no backyards or rear yards of ground floor units. Units that front along 1700 North have front yards and may not have decks and/or enclosed ground floor patios.

- b. The building design incorporates offsets, decks and windows. Larger building masses will be divided into varying heights and sizes by breaking up building sections, or by the use of such elements as variable planes, projections, bays, dormers, setbacks, roof canopies, and changes in the roofline. Each building elevation has been designed and approved as shown in Exhibit “E”. Building designs may be used in multiple locations throughout the Project, however, no two identical buildings shall be constructed next to each other unless clearly identified on Exhibit “B”.
- c. Exterior materials, color, or textures on vertical surfaces shall be of cementitious siding and stone veneer, with the exceptions of windows and doors. Developer has provided material specifications identifying the grade of materials, also a color palette has been submitted as shown on Exhibit “G”, and a detail of the maintenance set aside with the lending institution has been provided to the City. The building scale shall be broken down with vertical board baton compendious panel on the second and third floors. The ground floor shall have cementitious siding combined with stone piers to help establish more permanence and offset screen garage door locations.

- i. After installation all stone veneer and similar products shall be sealed with a product designed for commercial application to prevent weathering and fading. Landscaping shall be consistent with section 17.
 - ii. All cementitious siding shall be primed on all six sides, or otherwise properly sealed, to provide for long lasting workmanship.
 - d. Private open space areas shall be provided. These spaces will be enclosed with metal railings and all apartment housing units will have balconies or decks. The windows shall be (double pane vinyl?) All vents, or cavities in vertical surfaces shall be similar in color to the buildings and in no case shall be white.
11. **Density.** The maximum number of dwelling units shall be 339 units. Density shall be constructed in the manner identified in the attached Exhibits “B” & “F”.
12. **Design.** Developer shall provide a variety and mixture of apartment unit types and densities in a coordinated neighborhood layout. Developer shall install street, sidewalks and building locations as outlined in the attached site plan to create streetscapes that are safe and accessible for all modes of transportation and to allow for convenient pedestrian and bicycle circulation to all trail connections. Trash receptacles are located next to parking are covered, have walls of 9’-0” feet in height, and shall be screened on at least three sides with an evergreen hedge material. Receptacles have been located for easy access by trash pick-up vehicles.

13. **Streets.** All streets are being improved in association with North Ogden City requirements. No public streets will be required internally in the development, but 1700 North and Washington Boulevard provide public access to the development, and private streets shall service the internal development needs. No private streets may be closed to access by the general public, or fire and emergency vehicles. The design showing a private road with a 26 feet of pavement width and the dimension as shown on Exhibits “B” & “H”. The final plat shall include language prohibiting the landowner from restricting the use of the private streets or sidewalks. Pedestrian ways that connect all building entrances within the development to one another shall be created. Developer shall connect to all parking areas, storage areas, recreational and common areas and adjacent development to the building’s entrances and exits. Throughout the development site, and connected to all future phases of development, Developer shall include adjacent public trails, public park and open space areas. Developer shall provide pedestrian facilities within developments that are safe, accessible, reasonably direct and convenient connections between primary building entrances and all adjacent streets that do not involve a significant amount of out-of-direction travel for users. Developer shall create bicycling and pedestrian routes that are free from hazards and safely designed by ensuring no hidden corners, sight-obscuring fences, dense vegetation or other unsafe conditions. All pedestrian access routes will comply with all applicable accessibility requirements. Where walkways are parallel and abut a driveway or street (public

or private), they shall be raised six inches and curbed, or separated from the driveway/street by a five-foot minimum landscaped strip.

14. **Access.** The proposal shall include a total 3 main road access points and one secondary access point. All of the access points are proposed on private local streets whose entry point begins at both 1700 North and Washington Boulevard which are both public roads. Private roads, parking, and access points shall be constructed according to necessary engineering standards. The proposed access points are on internal private streets with public access and thus will not adversely impact the transportation system. Also, as designed, the access points are well spaced to accommodate the proposed development and (orientated across from one another) improve site circulation.

A fire equipment access drive shall be provided for any portion of an exterior wall of the first story of a building that is located more than 150 feet from an existing public street or approved fire equipment access drive as measured around the building. An approved Fire Plan is attached as Exhibit "H".

Driveways, required parking areas, aisles, and turn-around shall be paved with asphalt, concrete or comparable surfacing.

15. **Landscaping.**
 - a. Plant selection and native vegetation shall be planted where practical. A combination of live deciduous and evergreen trees, shrubs and ground covers shall be used for all planted areas, the selection of which shall be based on local climate, exposure, water availability, and drainage conditions. Ground-level areas for passive pedestrian use, such as

sidewalks and plazas cover approximately 207,924 GSF or roughly 13 percent of the site area. Developer shall provide approximately 297,982 GSF of drivable surfaces or roughly 37.5% of the site area. Developer shall provide at least 20% of the site in landscaping as shown on the attached approved Preliminary Landscaping Plan at Exhibit “C”.

- b. All yards, parking lots and required street tree planter Landscaping shall provide erosion control, visual interest, buffering, privacy, open space and pathway identification, shading and wind buffering, based on the following standards. Based on the proposed use of the site, Developer shall provide visual screening and privacy within side and rear yards, while leaving front yards and building entrances mostly visible for security purposes.
- c. Developer shall include pedestrian pathways and open space areas with landscape materials and provide focal points within a development, such as signature trees (i.e., large or unique trees), hedges and flowering plants; Developer may use landscaping to generally screen outdoor storage and mechanical equipment areas, and to enhance graded areas such as berms, swales and detention/retention ponds. The proposal will include a mix of native and nonnative vegetation, all of which can tolerate the harsh condition of the high desert environment. An irrigation system will be provided to accommodate the type and species of all planted area, including ground covers.
- d. Preliminary tree species include:

1. Trees with Low Mature Tree Height (25 feet or less), for use in areas under power lines or in small planting areas:	
Amur Maple/Acer ginnala	Hawthorn/Crataegus ‘variety’
Canada Red Cherry/Prunus virginiana ‘Shubert’	Japanese Lilac Tree/Syringa reticulata
Eastern Redbud/Cercis canadensis	Serviceberry/Amelanchier
Flowering Crabapple/Malus ‘variety’	
2. Trees with Medium Mature Tree Height (30 to 45 feet):	
American Hornbeam/Carpinus caroliniana	Hedge Maple/Acer campestre
Callery Pear/Pyrus calleryana	Mountain Ash/Sorbus acuparia ‘variety’
3. Tall Mature Tree Height (50 feet or larger):	
Green Ash/Fraxinus pennsylvanica	Pin Oak/Quercus palustris
Honey Locust/Gleditsia tricanthos ‘variety’	Red Maple/Acer rubrum ‘variety’
Littleleaf Linden/Tilia cordata	Red Oak/Quercus rubra
Norway Maple/Acer platanoides ‘variety’	Pin Oak/Quercus palustris
Green Ash/Fraxinus pennsylvanica	

- e. Growth Characteristics. Trees shall be selected based on growth characteristics and site conditions, including available space, overhead clearance, soil conditions, exposure, and desired color and appearance to provide a broad canopy tree variety unless limited by overhead clearance. Developer shall use narrow or “columnar” trees where awnings, other building features, or narrow sidewalks limit growth, or where greater visibility is desired between buildings and the street. Developer shall avoid using trees that are highly susceptible to insect damage, and avoid using trees that produce excessive seeds or fruit and will use deciduous trees for summer shade and winter sun and will select trees for their seasonal color, as desired.
- f. Street trees shall be planted within existing and proposed planting strips or in City-approved sidewalk tree wells on streets without planting strips.

Small stature trees shall be planted no closer to the curb or sidewalk than three feet, medium trees – three feet and large trees – four feet.

- g. All irrigation shall be designed to eliminate overspray on structures, fences, or other vertical materials. Drip irrigation shall be used in any areas which are directly adjacent to vertical materials to avoid discoloration.

16. Vehicle Parking, Loading, and Bicycle Parking.

- a. Parking spaces in the project may include spaces in garages, carports, parking lots, private side streets and/or driveways so long as vehicles are not parked in a vehicle travel lane (including emergency or fire access lanes).
- b. Vehicle parking is allowed only on approved streets, within garages, carports and other structures, or on driveways or parking lots that have been developed.
- c. Although the proposal includes a clubhouse, a pool, a park, these uses are accessory and only intended for residents of the complex, thus additional traffic and associated parking will not be generated from them.
- d. The proposal shall provide 606 residential parking spaces and 107 commercial parking spaces on site as shown on the Site Plan at Exhibit “B”. The foregoing parking spaces include 13 commercial spaces along Washington Boulevard. Additional parallel parking spaces may be utilized along public streets 1700 North for purposes of visitor parking as

overnight parking is not allowed on public streets during all months of the year, but are in addition to the stalls required above.

- e. ADA Accessible Parking Spaces. Accessible parking shall be provided for disabled persons, in conformance with the Federal Americans with Disabilities Act (ADA). Accessible parking is included in the total minimum number of required parking spaces. Accessible parking facilities shall comply with the design requirements of the current building code as adopted by the State of Utah.

17. Bicycle Parking.

- a. Each required bicycle parking space shall be on asphaltic concrete, portland cement, or similar hard surface material and each space shall be at least two feet wide by six feet long.
- b. The location of the rack and subsequent parking shall not interfere with pedestrian passage, leaving a clear area of at least 36 inches between bicycles and other existing and potential obstructions. Customer spaces may or may not be sheltered. When provided, sheltered parking (within a building or under an eave, overhang, or similar structure) shall be provided at a rate of one space per 10 employees, with a minimum of one space per use.
- c. Bicycle parking will be conveniently located to both the street right-of-way and at least one building entrance. Bicycle parking shall be visible to cyclists from street sidewalks or building entrances, so that it provides

sufficient security from theft and damage. There will be at least 43 bike parking stalls 35 near apartments and 8 near retail.

18. Transportation Improvement Standards.

- a. Washington Blvd will be improved in accordance with the Utah Transportation Authority (UTA) and approved UDOT access points.
- b. All new and/or existing streets and alleys shall be paved per the City of North Ogden Standards and Specifications. Sewers and Water Mains Required. Sanitary sewers and water mains shall be installed to serve each new development and to connect developments to existing mains in accordance with the City's construction specifications as described in the pre-application meeting. The City shall be granted easements for any publicly owned utilities which run through the development.

19. Storm Drainage Improvements.

- a. Drainage facilities shall be designed and constructed to accommodate increased runoff so that discharge rates existing before the proposed development shall not be increased, and accelerated channel erosion will not occur as a result of the proposed land disturbance or development activity.
- b. Effect on Downstream Drainage. Where it is anticipated by the City Engineer that the additional runoff resulting from the development will channel to the new park and existing drainage facilities appropriate facilities shall be installed by Developer to maintain existing discharge rates from this project.

- c. The detention basin identified in Exhibit “K” shall be improved as a public park for the benefits of all residents, in addition to any park impact fees to be paid. Developer acknowledges that this park and the improvements are satisfying the City’s concerns related to the quality of the project and open space requirements and not to offset the burden of new residents moving into the City.
20. **Site Lighting.** All outdoor lighting fixtures subject to this section shall be designed as a full cut-off fixture or have a shielding method to direct light emissions down onto the site and not shine direct illumination or glare onto adjacent properties.
21. **Preliminary Grading and Drainage Plan.** A preliminary grading and drainage plan will be prepared by a registered professional engineer. The preliminary grading plan shall show the location and extent to which grading will take place, indicating general changes to contour lines, slope ratios, slope stabilization proposals, and location and height of retaining walls, if proposed. This plan shall be reviewed by and subject to approval of the City Engineer.
22. **Building Permits.** The City will process building permits in accordance with established policy. The City shall not unreasonably delay issuance of building permits.
23. **Commercial Development.** The Developer is not required to complete any commercial development prior to the completion of the residential portion of this Project. However, within one (1) year after the completion of all phases of the residential portion of the Project, Developer shall landscape and maintain all

vacant portions of the commercial property in accordance with City standards regardless of whether or not the area will eventually become a commercial space or parking lot. The City envisions that the Commercial Development will be the southerly entrance to North Ogden with a prominent “gateway building” at the northeast corner of 1700 N and Washington Blvd. Conceptual commercial building elevations are provided in Exhibit “J”, though the ultimate design will be determined by Developer at the time suitable tenants are located. The Mayor shall determine if the proposed commercial elevations are significantly modified enough to require an amendment to this Agreement.

- a. **Uses to be allowed in the commercial area:** Developer agrees to the list of uses which are considered “Permitted Uses” in the North Ogden C-2 zone and which are entirely contained within the building in which the use occurs. No outdoor storage or other uses is allowed except for outdoor seating associated with a café, restaurant, or other similar eating establishment.
- b. **Uses not allowed in the commercial area.** The uses not allowed in the commercial area of this development despite being listed as a “permitted use” in the C-2 zone:

- Adult themed stores
- Agricultural use
- Auto Parts, Sales, or Repair
- Automotive Fuel Dispensing
- Bail Bond Companies
- Bars or Taverns except as associated with a restaurant.
- Bed and Breakfast
- Boarding Houses
- Boat/Recreational Vehicle Sales and Service
- Bowling Alley

Car Wash
Christmas Tree Sales
Drive-in Refreshment Stands
Drive-thru businesses where the drive-thru lane is located
between the building and the public street
Educational Institutions similar to K-12 public schools
Hotel/Motel
Heavy Equipment Sales/Repair
Medical Supply/Sales
Monument/Mortuary Services
Pawn shop
Temporary Businesses
Thrift stores
Used Restaurant Supply store

Any other use that is not specifically permitted under the current
C-2 zoning designation.

24. **Construction.** Developer shall provide the contact name and number of the on-site foreman for the project to respond to issues and concerns immediately. During construction of the Project the entire site shall be surrounded by dust barriers to protect neighboring property owners. Additionally, Developer agrees to fully comply with landscape maintenance standards and mow or remove any weeds or plants which grow taller than twelve (12) inches, which are not designed and/or planted to do so, within fourteen (14) days of being notified in writing by the code enforcement officer. Any failure to meet these requirements will expose Developer to abatement remedies available under City and State codes.
25. **Technical Review.** Developer shall be required to address any technical requirements related to engineering and building standards which are typically addressed during the technical review process in the City. The Parties have not yet made the required determinations for design of facilities including, but not

limited to, water, sewer, electrical, storm drain, etc.

26. **Other Conditions.** If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be modified by writing of both parties to conform the law. Should the parties be unable to agree upon a modification of the condition, covenant, or provision the contract becomes voidable by either party.

27. **Successors and Assigns.**

a. Binding Effect. This Agreement shall be binding on the successors and assigns of Developer in the ownership or development of any portion of the Project.

b. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement, and without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the Mayor of the City to Developer or its successors or assigns. This restriction on assignment is not intended to prohibit or impede the sale of parcels of fully or partially improved or unimproved land by Developer prior to construction of buildings or improvements on the parcels, with Developer retaining all rights and responsibilities under this Agreement.

28. **General Terms and Conditions.**

- a. Term. This Agreement shall be in effect until December 31, 2025.
- b. No Joint Venture, Partnership or Third Party Rights. This Development Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.
- c. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- d. Attorney's Fees. If this Development Agreement or any of the Exhibits hereto are breached, the party at fault agrees to pay the attorney's fees and all costs of enforcement of the non-breeching party.
- e. Counterparts. This Agreement and any originals of Exhibits referred to herein may be executed in any number of duplicate originals or counterparts, each of which (when the original signatures are affixed) shall be an original, but all of which shall constitute one and the same instrument.

29. **General Terms and Conditions.**

- a. Construction of Agreement. This Agreement shall be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling countervailing public interest.
- b. State/Federal Law. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be amended in writing by both parties. Should the parties be unable to agree upon a modification of the condition, covenant, or provision the contract becomes voidable by either party.
- c. Relationship of Parties and No Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto nor, unless otherwise stated, create any rights or benefits to third parties.
- d. Laws of General Applicability. Where this Agreement refers to laws of general applicability to the Project, this Agreement shall be deemed to refer to other laws of North Ogden City and the State of Utah.
- e. Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and

approved by the parties hereto.

- f. Applicable Law. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah.
- g. Arbitration. All disputes under this Agreement shall be resolved through binding Arbitration. If the City and Developer are unable to resolve an issue through discussions, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Developer shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's position was not only incorrect but was also maintained unreasonably and not in good-faith then the arbitrator may order the City to pay the arbitrator's fees.
- h. Notices. Any notices, requests or demands required or desired to be

given hereunder shall be in writing and shall either be delivered personally or by certified mail or express courier delivery to the parties at the following addresses:

If to the City:

North Ogden City
S. Annette Spendlove, City Recorder
515 E. 2600 N.
North Ogden, Utah 84414

If to Meritage Companies, LLC

c/o Jack Barrett
1400 E. Patty Dr.
Wasilla, AK 99654

WITH A COPY TO:

M. Darin Hammond
SMITH KNOWLES, P.C.
2225 Washington Blvd., Suite 200
Ogden, UT 84401

Any party may change their address by giving written notice to the other party in accordance with the provisions of this section.

DATED this _____ day of _____, 2015.

MERITAGE COMPANIES, LLC

By: _____
Its: _____

DATED this _____ day of _____, 2015.

NORTH OGDEN CITY

By: _____
Its: _____

Attest: S. Annette Spendlove

DRAFT

TABLE OF CONTENTS FOR EXHIBITS

A: Legal Description

B: Site Plan

C: Landscape Plan

D: Floor Plans

E: Building Elevations

F: Site Data

G: Color Palette and Building material board

H: Fire Plan

I: Signage

J: Commercial Elevations

K: Detention Basin Park

C-2 Permitted Uses

Not allowed in MPC (Yellow & Red)

Accessory buildings and uses customarily incidental to a permitted use	C	C
Agriculture. The use of agricultural equipment that produces excessive noise and/or light may only be used during normal hours of work allowed in the city or by variance to the hours allowed by the city council.	P	P
Air conditioning sales and service	N	P
Amusement arcades	C	P
Animal grooming, small animals only, and provided business is conducted within completely enclosed building	N	P
Animal hospital, small animals only, and provided business is conducted within completely enclosed building	C	C
Antique, import, or souvenir shop	C	P
Archery shop, provided business is conducted within completely enclosed building	N	P
Art and artist's supply store	P	P
Athletic and sporting goods store	P	P
Athletic club	C	P
Automobile, fuel dispensing	R	R
Automobile parts sales	R	R
Automobile service repair, including paint, body and fender, brake, muffler, upholstery, or transmission work, provided business is conducted within completely enclosed building	R	R

C-2 Permitted Uses

Not allowed in MPC (Yellow & Red)

Awning sales and service	N	P
Bakery manufacture limited to goods retained on premises	P	P
Bank or financial institution	P	P
Barber shop	P	P
Beauty shop	P	P
Bed and breakfast	R	R
Bicycle sales and service	P	P
Blueprinting or photostating	C	P
Boarding house	R	R
Boat sales and service	R	R
Bookstore, other than adult bookstores	P	P
Bowling alley	N	C
Building materials sales or yard; provided, that all storage items must be stored in an enclosed building	N	C
Bus terminal	N	C
Cafe or cafeteria	P	P

C-2 Permitted Uses

Not allowed in MPC (Yellow & Red)

Camera store	P	P
Candy store or confectionery	P	P
Carpenter and cabinet shops, all storage items must be stored in an enclosed building	N	C
Car wash, automatic	N	C
Car wash self-service manual spray	R	R
Carpet, rug and linoleum cleaning service	N	P
Catering establishment	P	P
Christmas tree sales in conformance with section 4-1-10 of this code	R	R
Church	C	C
Circus, carnival, or other transient amusement	N	C
Clinics, medical or dental	P	P
Clothing and accessory stores	C	P
Communication equipment building	C	C
Costume rental	N	P
Dairy products store	P	P

C-2 Permitted Uses

Not allowed in MPC (Yellow & Red)

Data processing service and supplies	N	P
Daycare center	P	P
Delicatessen	P	P
Department store	C	P
Drapery and curtain store	C	P
Drive-in refreshment stands	R	R
Drug store	C	P
Dry cleaning, including shirt laundry	P	P
Educational institution with curricula similar to public schools K-12	R	R
Electrical and heating appliances and fixtures sales and service, all storage items must be stored in an enclosed building	N	P
Electrical equipment sales and service all storage items must be stored in an enclosed building	N	P
Employment agency	N	P
Fabric and textile store	N	P
Film exchange establishment	N	P
Flooring or floor repair	N	P

C-2 Permitted Uses

Not allowed in MPC (Yellow & Red)

Florist shop	P	P
Furniture sales and repair	N	P
Garden supplies and plant materials sales	P	P
Gift store	P	P
Glass sales and service	P	P
Greenhouses and nursery	C	C
Grocery store	P	P
Gunsmith	C	P
Hardware store	P	P
Health club	N	P
Health food store	P	P
Hobby and crafts store	P	P
Home improvement store	N	P
Hospital supplies	N	P
Hotel and motel	N	P

C-2 Permitted Uses

Not allowed in MPC (Yellow & Red)

House cleaning and repair	N	P
Household appliance sales and incidental service	N	P
Ice cream parlor	P	P
Insurance agency	C	P
Interior decorating and designing establishment	C	P
Jewelry store sales and service	P	P
Laboratory, dental or medical	P	P
Laundry or dry cleaners, laundromat type	P	P
Lawn mower sales	N	P
Leather goods, sales and service	P	P
Library	P	P
Licensed massage therapist	P	P
Linen store	C	P
Locksmith	P	P
Miniature golf	N	P

C-2 Permitted Uses

Not allowed in MPC (Yellow & Red)

Monument works and sales	N	R
Mortuary	N	C
Museum	C	P
Music store	C	P
Needlework, embroidery or knitting store	P	P
Newsstand	P	P
Notions store	P	P
Novelty store	N	P
Nursery school	C	P
Office in which goods or merchandise are not commercially created, exchanged, or sold	P	P
Office machines sales and service	N	P
Office, professional	P	P
Office supply	P	P
Park and playground	P	P
Parking lot or garage for passenger autos	C	C

C-2 Permitted Uses

Not allowed in MPC (Yellow & Red)

Pest control and exterminator	N	P
Pet and pet supply store	N	P
Pharmacy	P	P
Photo studio	P	P
Photographic supplies	P	P
Plumbing shop, all storage items must be stored in an enclosed building	C	C
Post office	C	P
Printing, lithographing, publishing or reproduction sales and service	C	P
Public utilities substation	C	C
Real estate agency	C	P
Reception center or wedding chapel	N	C
Recreational vehicle sales and service	N	P
Rental agency for home and garden equipment	N	C
Restaurant	P	P
Restaurant drive-in	C	P

C-2 Permitted Uses

Not allowed in MPC (Yellow & Red)

Roller skating rink	N	C
School of professional or quasi-professional training	N	P
Seed and feed store	N	P
Sewing machines sales and service	C	P
Shoe repair or shoeshine shop	P	P
Shoe store	N	P
Tanning salon	P	P
Taxidermist	C	P
Temporary building for uses incidental to construction work. Such building shall be removed upon the completion of construction work	P	P
Temporary Business including Christmas tree sales, blanket stand, fireworks stand, food vendors, fruit store or stand, vegetable store or stand and other similar uses as determined by the zoning administrator, in accordance with section 4-1-9 of this code.	P	P
Theater, indoor	N	P
Theater, outdoor	N	C
Tobacco shop	P	P
Towel, uniform and linen supply service	N	P

C-2 Permitted Uses

Not allowed in MPC (Yellow & Red)

Travel agency	P	P
Upholstery shop	N	P
Used car lot	N	P
Video, DVD, sales and rental (nonadult)	P	P

ORDINANCE 2015-

AN ORDINANCE OF NORTH OGDEN CITY AMENDING THE NORTH OGDEN CITY ZONING MAP BY CHANGING PROPERTY AT APPROXIMATELY 1700 NORTH WASHINGTON BOULEVARD FROM COMMERCIAL ZONE C-2 TO MASTER PLANNED COMMUNITY ZONE (MPC-VPP)

WHEREAS: North Ogden City has adopted a General Plan; and

WHEREAS: the North Ogden City General Plan map has designated the aforementioned property as Mixed Use classification; and

WHEREAS: the North Ogden City General Plan designation allows mixed use projects including the master planned community zone; and

WHEREAS: the North Ogden City Planning Commission has found that this application is consistent with the North Ogden City General Plan; and

WHEREAS: the North Ogden City Council has also found this application is consistent with the North Ogden City General Plan.

WHEREAS: the North Ogden City Council has also found this application is consistent with the Village at Prominence Point approved Development Agreement.

SECTION 1. The following described property is hereby changed from Commercial Zone (C-2) to Master Planned Community Zone (MPC-VPP).

PART OF THE NORTH HALF OF SECTION 5, T.6N., R.1W., S.L.B. & M., U.S. SURVEY.
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH LIES N89°47'40"E 3513.84 FEET AND SOUTH 310.70 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5 AND RUNNING THENCE EAST 1097.76 FEET; THENCE S00°50'15"W 744.35 FEET; THENCE N89°03'50"W 149.94 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 79.28 FEET, A RADIUS OF 217.00 FEET, A CHORD BEARING OF N78°35'51"W, AND A CHORD LENGTH OF 78.84 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 103.39 FEET, A RADIUS OF 283.00 FEET, A CHORD BEARING OF N78°35'51"W, AND A CHORD LENGTH OF 102.82 FEET; THENCE N89°03'50"W 792.06 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 30.04 FEET, A RADIUS OF 317.00 FEET, A CHORD BEARING OF N86°20'55"W, AND A CHORD LENGTH OF 30.03 FEET; THENCE N00°56'10"E 127.98 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 80.02 FEET, A RADIUS OF 480.00 FEET, A CHORD BEARING OF N05°42'42"E, AND A CHORD LENGTH OF 79.92 FEET; THENCE N10°29'14"E 252.64 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 76.88 FEET, A RADIUS OF 420.00 FEET, A CHORD BEARING OF N05°14'37"E, AND A CHORD LENGTH OF 76.77 FEET; THENCE NORTH 158.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.26 ACRES

SECTION 2. This ordinance shall take effect upon adoption.

PASSED and ADOPTED this 10th day of December 2015.

North Ogden City:

Brent R. Taylor
North Ogden City Mayor

CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay
Council Member Bailey:	___	___
Council Member Satterthwaite:	___	___
Council Member Swanson:	___	___
Council Member Stoker:	___	___
Council Member Urry:	___	___
(In event of a tie vote of the Council):		
Mayor Taylor	___	___

ATTEST:

S. Annette Spendlove, MMC
City Recorder

RESOLUTION 2015-

A RESOLUTION OF NORTH OGDEN CITY ADOPTING THE DEVELOPMENT AGREEMENT FOR THE VILLAGE AT PROMINENCE POINT PROJECT

WHEREAS: North Ogden City has adopted a General Plan; and

WHEREAS: the North Ogden City General Plan map has designated the aforementioned property as Mixed Use classification; and

WHEREAS: the North Ogden City General Plan designation allows mixed use projects including the master planned community zone; and

WHEREAS: the North Ogden City Planning Commission has found that the companion rezone application is consistent with the North Ogden City General Plan; and

WHEREAS: the North Ogden City Council has also found that that the companion rezone application is consistent with the North Ogden City General Plan.

WHEREAS: the North Ogden City Council has also found that the attached development agreement for the Village at Prominence Point is appropriate.

SECTION 1. The Development Agreement in Attachment A is hereby approved for the Village at Prominence Point project subject to the approval of the zone change.

PASSED and ADOPTED this 10th day of December 2015.

North Ogden City:

Brent R. Taylor
North Ogden City Mayor

CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay
Council Member Bailey:	___	___
Council Member Satterthwaite:	___	___
Council Member Swanson:	___	___
Council Member Stoker:	___	___
Council Member Urry:	___	___
(In event of a tie vote of the Council):		
Mayor Taylor	___	___

ATTEST:

S. Annette Spendlove, MMC
City Recorder



**THE VILLAGE AT PROMINENCE POINT
REMAINDER PARCEL**

PART OF THE NORTH HALF OF SECTION 5, T.6N., R.1W., S.L.B. & M., U.S. SURVEY.
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH LIES N89°47'40"E 3513.84 FEET AND SOUTH 310.70 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5 AND RUNNING THENCE EAST 1097.76 FEET; THENCE S00°50'15"W 744.35 FEET; THENCE N89°03'50"W 149.94 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 79.28 FEET, A RADIUS OF 217.00 FEET, A CHORD BEARING OF N78°35'51"W, AND A CHORD LENGTH OF 78.84 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 103.39 FEET, A RADIUS OF 283.00 FEET, A CHORD BEARING OF N78°35'51"W, AND A CHORD LENGTH OF 102.82 FEET; THENCE N89°03'50"W 792.06 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 30.04 FEET, A RADIUS OF 317.00 FEET, A CHORD BEARING OF N86°20'55"W, AND A CHORD LENGTH OF 30.03 FEET; THENCE N00°56'10"E 127.98 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 80.02 FEET, A RADIUS OF 480.00 FEET, A CHORD BEARING OF N05°42'42"E, AND A CHORD LENGTH OF 79.92 FEET; THENCE N10°29'14"E 252.64 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 76.88 FEET, A RADIUS OF 420.00 FEET, A CHORD BEARING OF N05°14'37"E, AND A CHORD LENGTH OF 76.77 FEET; THENCE N00°00'00"W 158.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.26 ACRES

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ogden@reeve-assoc.com • reeve-assoc.com



ZONING ORDINANCE AND MAP AMENDMENT APPLICATION

NORTH OGDEN CITY
505 EAST 2600 NORTH
NORTH OGDEN,
UTAH 84414
PH: 801.782.7211
FAX: 801.737.2219

DATE: August 18, 2015

FILING FEE PAID: _____
(\$100 Residential; \$200 Commercial)

RECEIPT #: _____

PHYSICAL DESCRIPTION OF THE AREA PROPOSED TO BE REZONED:

THE PROPERTY IS CURRENTLY UNDEVELOPED AGRICULTURAL LAND AND IS
LOCATED AT 1700 NORTH WASHINGTON BLVD.

LEGAL DESCRIPTION OF AREA PROPOSED TO BE REZONED:

SEE ATTACHED

PROPOSED ZONING CLASSIFICATION: MPC ZONE

PROPOSED USE TO BE ADDED AS PERMITTED USE: NONE

CURRENT ZONING CLASSIFICATION (S): C-2

APPLICANT'S NAME: JACK BARRETT

APPLICANT'S ADDRESS: _____

CONTACT PERSON: JACK BARRETT

CONTACT PERSON'S PHONE: _____

PROPERTY OWNER'S NAME: MERITAGE DEVELOPMENT GROUP, LLC

PROPERTY OWNER'S ADDRESS: _____

PLEASE ATTACH FIFTEEN (15) PAPER COPIES AND ONE ELECTRONIC COPY OF A MAP PREPARED BY A UTAH REGISTERED LAND SURVEYOR SHOWING THE FOLLOWING:

1. A 24" X 36" map showing the particular property or properties for which the change of zoning is requested and substantially the adjoining properties and the public streets and ways within a radius of three hundred (300) feet of the exterior boundaries of the exterior boundaries thereof.