

RESOLUTION 11-2019

A RESOLUTION OF NORTH OGDEN CITY ADOPTING THE DEVELOPMENT AGREEMENT FOR THE PATRIOT POINTE 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 Medium Density Residential classification; and

WHEREAS: the North Ogden City General Plan designation allows medium density 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

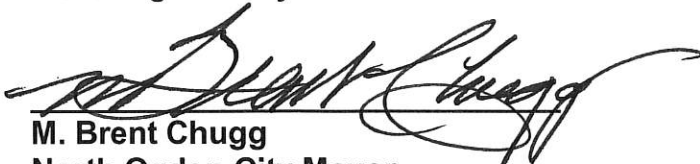
WHEREAS: the North Ogden City Council has also found this application is consistent with the North Ogden City General Plan.

WHEREAS: the North Ogden City Council has also found this application is consistent with previous development agreements related to this parcel.

SECTION 1. The Development Agreement in Attachment A is hereby approved for the Patriot Pointe project subject to the approval of the zone change.

PASSED and ADOPTED this 17th day of December 2019.

North Ogden City:


M. Brent Chugg
North Ogden City Mayor

CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay
Council Member Barker:	<u>X</u>	___
Council Member Cevering:	<u>X</u>	___
Council Member Stoker:	<u>X</u>	___
Council Member Swanson:	<u>X</u>	___
Council Member Turner:	<u>X</u>	___
(In event of a tie vote of the Council):		
Mayor Chugg	___	___

ATTEST:

S. Annette Spendlove
S. Annette Spendlove, MMC
City Recorder

A22-2019

WHEN RECORDED, RETURN TO:

North Ogden City
Attn: City Recorder
505 East 2600 North
North Ogden, Utah 84414

**DEVELOPMENT AGREEMENT
FOR
PATRIOT POINTE**

THIS AGREEMENT is made and entered into as of the 19th day of December, 2019 by and between NORTH OGDEN CITY, a Utah municipal corporation, hereinafter referred to as the "City," and Double Ott Ranch, LLC, hereinafter referred to as "Developer."

RECITALS:

- A. Developer is the owner of property more particularly described on Exhibit G, attached hereto and incorporated herein by reference (the "Property").
- B. Developer desires to subdivide and develop the Property as a Master Planned Community consisting of 389 dwelling units on approximately 32.917 acres of Developable area and 6.621 acre in City Pond/Park for a gross area of 39.538 acres with integrated open space and related amenities in accordance with applicable City Ordinances and as more particularly set forth on below. The approved subdivision plat for the Project, attached hereto and incorporated herein by reference.
- C. Pursuant to City Ordinances, the Developer has submitted to the City the required applications to rezone the Property to the MPC Master Plan Community Zone. Presently the Property is zoned RE-20, and is designated as Residential Medium Density in the General Plan Future Land Use Map adopted in 2015. Residential Medium Density is defined as "encompasses smaller single family lots between 4,000 and 7,999 square feet as well as attached housing types and densities in the range of 6 to 18 units per acre." This project's density is roughly 11.8 units to the acre as proposed.
- D. All approvals for development of the property and for the Planned Development are subject to specific conditions imposed by the Planning Commission and City Council. This Agreement includes various conditions and requirements which must be satisfied by Developer in the development of the Property. Except as otherwise specifically provided herein, both the Property and the development are subject to, and shall conform, with this Agreement, as well as all ordinances, rules and regulations adopted by the City, including but not limited to the provisions of the City's General Plan, Zoning Ordinance, Subdivision Ordinance, and all other applicable ordinances, standards, specifications, fees, regulations and codes, collectively referred to herein as the "City Ordinances."

E. The purpose of this Agreement is to reduce to writing the respective agreement and understanding of the parties regarding the development of the Property in conformance with the City Ordinances and the specific approvals granted by the City for the Property and the Master Planned Community development. The City and Developer, as well as any successors and assigns as more particularly defined herein, agree to be bound under the terms and conditions of this Agreement as more particularly set forth herein. Any person or entity hereinafter developing the Property or any portion hereof shall comply with the terms of this Agreement.

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

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

2. **Rezone.** The City agrees to rezone the Property to Master Planned Community (MPC) zone with the designation of **Master Planned Community Patriot Pointe MPC-PP.**

3. **Intended Use.** Developer shall develop the property as a multiuse project. This project will contain townhomes, twin homes, apartments and commercial and will fulfill an important need for the future growth of North Ogden City.

4. **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 Property as proposed.

A. Developer is required to apply for and receive the minimum following approvals for each phase of the project as applicable:

i. Subdivision

ii. Final Site Plan Approval, including grading and drainage plans

iii. Final Landscaping Plan Approval

iv. Building Permits

B. All items not specifically identified shall be followed as established in the North Ogden Code in effect on January 1, 2020, unless a life, health, or safety risk, or federal requirement would impose additional requirements.

5. **The following design standards as outlined in 11-7K-5 are approved:**

A. Building Placement and Massing - Due to the location of this project in relation to major thoroughfares like 2700 N. and Washington Blvd. the building setbacks, frontage requirements, pedestrian access, and building orientation are all established as shown on Exhibit D except as specifically identified below. The

purpose is to help facilitate a smooth transition from zero lot lines, maximum street building coverage and other urban designs with traditional single family neighborhoods with increased setbacks and traditional building orientations.

- i. Townhomes in phases 1, 2, and 3 to be setback 20' from the property line. Buildings 101, 102, 104, 105, 106 and 107 shall have a setback as shown on Exhibit D.
 - ii. Setbacks do not relate to private streets, except in Twin-homes where a minimum of 20' deep parking area is required.
 - iii. 20' setback at the 28' building height is approved for townhomes.
 - iv. Setback requirements do not apply to private streets as shown on Exhibit D.
 - v. Setbacks shall not be reduced between buildings to accommodate larger building sizes, except for adjustments 6 inches or less.
- B. Building Heights - Building Heights are shown in Exhibit E. Apartments are allowed up to 41 feet tall. Townhomes may be up to 28 feet tall. Twin-homes may be up to 25 feet tall. Commercial buildings up to 24 feet tall.
- C. Land use Impact and Buffering - A 6 foot fence vinyl dipped chain link fence is required around the border of the project except as follows.
- i. All fencing shall be setback from all streets for traffic safety purposes as determined by the City Engineer.
 - ii. Fencing along eastern boundary of project shall be removed to allow pedestrian access between "The Ranches" and "Patriot Pointe".
- D. Architectural Design and Materials - The building elevations will be the same style and size as shown on Exhibit E and colors and materials shown on Exhibit J. Colors and building footprints shall vary to ensure no two identical buildings are directly next to each other.
- i. The project shall not use stucco or similar looking materials, but shall rely on brick, rock, and cementitious siding products.
- E. Signage –
- i. Commercial Signage shall be approved by the Planning Director with the copy area not exceeding 32 square feet on any one side.
 - ii. An development sign must be approved by the Planning Director and shall be similar in quality and size to the sign approved for The Ranches townhome development.
- F. Open Space – Open space shall be provided as outlined below.
- i. Phase 1 shall include 26% landscaping
 - ii. Phase 2 shall include 38% landscaping
 - iii. Phase 3 shall include 35% landscaping
 - iv. Phase 4 shall maintain 30% of each lot in landscaping in addition to the 2 open space parcels

- v. Phase 5 shall maintain 25% landscaping including parking lot landscaping areas as required by City Code.
 - vi. Phase 6 shall maintain 20% landscaping including commercial parking lot landscaping areas as required by City Code
- G. Landscaping - Landscaping Plans shall be approved by the Planning Commission. The conceptual landscape plan is shown on C and boulevard plans are included on Exhibit D.
- i. There on the final landscaping plan there shall be a minimum of 1 tree (minimum 2 inch caliper) and 6 shrubs or plants (5 gallon size) for every residential unit and 10 trees and 30 shrubs or plants of similar sizes for the clubhouse. These requirements are in addition to the boulevard tree plantings.
- H. Outdoor Lighting - Lighting shall be designed as full cut off fixtures with no filaments visible from neighboring property lines.
- I. Streets and Pedestrian Ways - Streets and Pedestrian cross sections are shown on Exhibits D and L.
- J. Alternative Transportation - Other forms of transportation have not been emphasized in this project because of the distance from bus and rail lines, though the street design includes bicycle lanes.
- K. Parking Areas - Parking is approved as shown on Exhibit M. No parking structures or underground parking is contemplated in this development. Townhomes are allowed to have zero lot line setback along private lanes, if a garage directly accesses the private lane. Setbacks as shown on Exhibit D must still be maintained.
- i. There are more than 2 parking stalls per unit proposed in the design.
 - ii. In Phases 5 and 6 there are a total of 425 parking stalls proposed. Phases 5 and 6 may be reduce to the then current parking requirements at the time of building permit application, provided the spaces removed are converted to landscaping, and not additional residential or commercial units. Phase 6 must also maintain a minimum of 2 stalls per residential unit.
 - iii. Phase 5 and 6 are required to have bicycle parking racks of at least 1 rack per building.
- L. Environmental - The development is focusing on drought tolerant plants and other features to encourage environmental building. No other specific requirements are included in this agreement
- M. Residential Requirements – There are 3 different types of residential units proposed in this development. The elevations attached in Exhibit E are approved to satisfy the requirements of 11-7K-5(M) and as outlined above related to building materials.

N. The density for this project is approximately 12 units to the acre which is in the medium density range for the MPC zone as well as the anticipated density from the 2015 General Plan and future land use map.

6. **Future Phasing** – Phases 4, 5, and 6 are conceptual in nature. The development of these phases shall be required to receive initial approval from the North Ogden Council and may contain up to 144 apartments and other residential and commercial units up to the total units authorized under this agreement.

7. **Property Development.** The Property and the Master Planned Community shall be developed in strict accordance with the terms and conditions of this Agreement and the City Ordinances. All development and use of the Property shall be subject to and shall comply with the terms and conditions of the preliminary plan, the preliminary plat, and specifically any unmodified MPC Master Plan Community zone requirements. The Property shall be developed into six phases. In addition, in accordance with the regulations of the City, the development shall implement those regulations of the City General Plan, have an overall architectural design theme, and allow the open spaces to be integrated within the development in a mutually compatible manner. No additional property may be added to the Property or the development described herein for the purposes of this Agreement, except by written amendment to this Agreement, approved and executed by the parties. In accordance with the approvals and permits granted, and subject to all terms and conditions of the site plan and preliminary plat approval, the Property and the Master Planned Community may be developed at a maximum density not to exceed twelve (12) dwelling units per net acre.

8. **Senior Housing.** A portion of the project may be designed by the Developer as a senior residential community for residents 55 years of age and older. Developer, and its successors and assigns, hereby agree to be solely responsible to insure compliance with the provisions related to such senior communities under the federal Fair Housing Act and specifically all regulations promulgated thereunder, including but not limited to, the provisions of 24 CFR 100.305, 100.306 and 100.307. It is specifically agreed and understood between the parties that the City has not imposed any requirements or restrictions related to the age of residents of the project and that to the extent any restriction has been undertaken or attempted, it is solely the effort and undertaking of the Developer.

9. **Commercial Uses.** The uses listed in the C-1 zone are allowed in Phase 6 of this development, with the exception of the following uses:

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 association 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
- 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
- Gas Stations
- Hotel/Motel
- Heavy Equipment Sales/Repair
- 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.

10. **Restrictive Covenants.** Developer will prepare restrictive covenants for the subject property the covenants shall be recorded against the Property simultaneously with the recording of the subdivision plat. Developer hereby agrees to enforce said covenants so long as it has standing to do so.

11. **Landscaping, Common Areas and Amenities.** All landscaping, common areas and amenities shall be provided by the Developer in accordance with the approved plans for the project. In order to assure the provision of the community clubhouse to the initial residents of the project, Developer hereby agrees to begin construction of the clubhouse within 180 days of the start of framing of the first building of the Phase 3 portion of this project. Developer hereby agrees to construct a clubhouse of sufficient size to serve the development and to include, at a minimum, the following amenities:

- A. an exercise facility of at least 500 sq. ft.
- B. a patio area, lounge chairs and barbeque facilities;
- C. a meeting/gathering area;
- D. a kitchen area; and
- E. a business office.

The clubhouse, including all of the amenities listed above, shall be completed prior to the City granting an occupancy permit on the 1st unit in phase 3 of the project. However, construction of outdoor amenities and the landscaping may be delayed to allow for installation in appropriate weather conditions provided the bond shall be in place to assure the installation of the pool and landscaping prior to the City's grant of occupancy for 41st unit.

12. **Building Designs and Architecture:** Exteriors shall be clad predominantly in either brick or cementitious siding, or cultured stone and cementitious siding. Colors will be predominately of a neutral, earth toned nature. Roofing material shall be architectural grade asphalt shingles with a 30 year minimum warranty. Homes will front either a public roadway or a shared private driveway. A minimum of 75% of the home's garages will front shared private driveways. The heights of the structures shall not exceed the heights identified on Exhibit M.

13. **Entry Monument** Developer shall provide and install an entry monument for the Master Planned Community as approved by the Planning Director. In addition, signage on the entry monument shall be approved by the Planning Director.

14. **Parking Features.** Developer shall provide public parking areas as shown on Exhibits D and C. Any such parking located within the public right of way shall be maintained by the homeowners' association to be established by the Developer within the project.

15. **Right-of-way Landscaping.** As shown on Exhibit D some portion of the right-of-way within the project contains landscape areas to give a boulevard feel to the development. Developer hereby agrees to install landscaping within the rights-of-way in accordance with the plans approved by the City. Such landscaping, once installed, must be perpetually maintained by the property management company. Developer shall landscape the project detention areas as approved by the City Engineer. Excepting therefrom the City Pond/Park Area designated as Lot 100 shown on Exhibit D. . The City shall maintain the landscaping between the park and curb after installation by the Developer.

16. **Building Landscaping.** Developer hereby agrees to install all landscaping around the buildings and project in accordance with the site plan prior to the issuance of occupancy permits for each respective building. The City, in its discretion, may allow occupancy of a building prior to the installation of final landscaping in the event weather prohibits the installation of such landscaping. In such circumstance, the City may require a cash bond in an amount determined by the City in order to insure completion of required landscaping at the earliest point in time weather permits. This is a bargained for exchange between the two parties and is only required at the option of the Developer if they want occupancy permits prior to the

installation of all required landscaping. Landscaping must meet all requirements as outlined above.

17. **Utilities and Infrastructure.** Developer shall install or cause to be installed natural gas, electrical service, telephone, storm water, sanitary sewer and water systems, both culinary and secondary, and all required utility and street improvements (the “Utilities and Infrastructure”) for the Planned Development. All Utilities and Infrastructure construction and installation shall be done in accordance with City Ordinances and applicable design and construction standards of the utility providers and the City. All plans and construction for water, sewer, street and storm drainage improvements shall be reviewed and approved by the City Engineer. All Utilities and Infrastructure shall comply with applicable City Ordinances, including, but not limited to the City Subdivision Ordinance and applicable Subdivision Standards and Specifications.

18. **Security for Public Improvements.** In accordance with City Ordinances, including, but not limited to Section 8-2-3 of the North Ogden Municipal Code, the Developer shall enter into a Bond Agreement in the standard form acceptable to the City and provide security to guarantee the installation and completion of all public utilities and infrastructure, and all public improvements to be constructed, installed, reviewed or provided by Developer pursuant to this Agreement or in connection with the Planned Development or located within the Property, or any portion thereof, and any other public improvements required by the City in accordance with applicable City Ordinances. All public improvements shall be constructed and installed at the Developer’s sole expense in accordance with the City’s construction and engineering standards and the City Ordinances. All public improvements shall be warranted for one (1) year in accordance with applicable State Statutes and City Ordinances after conditional acceptance has been received from the City.

19. **Security for Private Improvements.** No security shall be required for private improvements, though occupancy permits shall be held up for any structures which do not have paved access to the driveway, or parking lots. Landscaping is also required as outline above and the final building for any phase shall have occupancy permits held, if landscaping improvements are not completed. At minimum the clubhouse shown on Exhibit E shall be completed prior to the receipt of occupancy permits for the 1st residential unit in Phase 3 of the project.

20. **Easements.** Appropriate easements including satisfactory perpetual public utility easements required by the City shall be conveyed by Developer to the City in conjunction with final subdivision plat approval and recording. The utility easements shall consist of property adjacent to and along the public rights-of-way within and adjacent to the Property and around project boundaries, or as are needed for public and/or private utilities as determined by the City Engineer. Additional easements may be required of Developer or property owner with the development of any particular lot, building, phase or plat within the Planned Development and public improvements required in connection with the same. All required easements shall be noted on the final subdivision plat.

21. **Dedication or Donation.** Developer shall dedicate and convey to the City, at no cost to the City, all required public utility easements for the purpose of constructing, installing, operating and maintaining public utilities and improvements of every nature and kind as

determined and required by the City, and as shown on all Exhibits, fee title to all public improvements required by the City in connection with the Property and Planned Development along with the appurtenant easements and rights-of-way, and the City's portions of water systems and storm drainage system and their related easements and rights-of-way. All public improvements and rights-of-way intended for public dedication shall be dedicated in fee in conjunction with the final plat. Prior to the time of dedication, Developer shall take such action as is necessary to obtain a release of any encumbrance on any property to be dedicated to the City. The City shall have the right to inspect all such improvements prior to acceptance of a conveyance thereof. Developer is making the dedications and donations provided in this Agreement voluntarily and as a contribution to the City and hereby waives and releases any claims for compensation therefor.

22. **Vested Rights.** Subject to the terms and provisions of this Agreement, by reason of the Developer's completed application for and the City's approval of the Preliminary Plat and the Master Site Plan, the parties hereby acknowledge certain vested rights of Developer to develop the Property in accordance with such approved plans, plats and permits. Nothing herein shall be construed to provide Developer with any further or additional vested rights than those recognized by Utah law. Such vested rights shall be subject to all recognized exceptions, including, but not limited to the pending ordinance, procedural modes and form, clarifying ambiguity, and compelling public interest doctrines. Except as otherwise provided herein, development of the Property shall be permitted in accordance with the approved plans, plats and permits for the Property, the terms and conditions of this Agreement, and all applicable City Ordinances which are in effect on the date of this Agreement. Notwithstanding the foregoing, development of the Property shall be subject to subsequent amendments to City Ordinances regarding fees, procedures and police power provisions as may be allowed under applicable vested rights law in the State of Utah. For instance, any amendments to the site plan approval procedures shall require subsequent site plan applications to comply with the procedural requirements of the City Ordinances in place at the time the application for site plan approval or amendment is submitted. Fees required in connection with any development within the Planned Development shall be paid in accordance with the fee schedule in place at the time the fees are due and paid. Development of the Property shall also be subject to subsequent City Ordinances enacted under the City's police power to protect the public health, safety and welfare as may be allowed under applicable vested rights law in the State of Utah.

23. **Reserved Legislative Powers.** Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power preserved by law.

24. **Payment of Fees.** Developer shall pay to the City all required fees in a timely manner which are due or which may become due pursuant to the City Ordinances in connection with development of the Master Planned Community or any portion thereof and in such amounts as are required by City Ordinances at the time such fees are actually paid to the City. Developer shall pay all required impact fees for the Master Planned Community unless otherwise agreed to in writing by the parties.

25. **Provision of Municipal Services.** Subject to Developer complying with all of the City's Ordinances and the provisions of this Agreement, the City agrees to provide standard municipal services to the Property equal to those generally provided to other areas by the City, subject to payment of all reasonable fees and charges charged or levied therefor by the City.

26. **Default.** The City may pursue any enforcement action deemed necessary and appropriate for any violation of City Ordinances in accordance with applicable enforcement provisions as set forth in City Ordinances or otherwise permitted by law. Notwithstanding and in addition to the City's right to pursue any enforcement action for violation of City Ordinances, in the event any party fails to perform its obligations hereunder or to comply with the terms of this Agreement, the non-defaulting party may have the following enforcement remedies. Prior to the invoking the remedies provided herein, the non-defaulting party shall provide the defaulting party written notice of default and a twenty (20) day cure period. All notices of default shall be provided in accordance with the Notice provisions set forth in Section 41. In the event the non-defaulting party does not cure the default within the required twenty (20) day cure period or enter into a written agreement for curing the default within a reasonable time, acceptable to the non-defaulting party in its reasonable discretion, the non-defaulting party may, at its election, have the following remedy or remedies:

- A. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.
- B. The right to withhold all further approvals, licenses, permits or other rights associated with the Property until such default has been cured.
- C. The right to draw on any applicable security posted or provided in connection with the Planned Development.
- D. The right to terminate this Agreement.
- E. The rights and remedies set forth herein above shall be cumulative.

27. Developer shall also be in default under the terms of this Agreement under the following circumstances if not cured within thirty (30) days after notice of default is given:

- A. **Insolvency.** Developer shall be adjudicated bankrupt or makes any voluntary or involuntary assignment for the benefit of creditors, or bankruptcy, insolvency, reorganization, arrangement, debt adjustment, receivership, liquidation or dissolution proceedings shall be instituted by or against Developer; and, if instituted adversely, the one against whom such proceedings are instituted consents to the same or admits in writing the material allegations thereof, or said proceedings shall remain undismissed for 150 days.
- B. **Misrepresentation.** Developer has made a materially false representation or warranty in any agreement with or application to the City.

28. **Assignment.** Developer shall not assign its obligations under 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. No party shall transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this Agreement separate from that party's interest in the Property except for the sale of lots or lease of buildings within the Master Planned Community. In the event of a sale or transfer of the Property, or any portion thereof, the buyer or transferee ("Subsequent Developer") shall be liable for the performance of each of the obligations contained in this Agreement as it relates to that portion of the Property it is buying, and acceptance of a deed to any portion of the Property shall constitute an agreement to assume and to be bound by the provisions of this Agreement as it relates to the Property covered by the deed. Each buyer or transferee shall sign an assignment and assumption agreement in a form reasonably acceptable to the City agreeing to be bound by the terms and conditions of this Agreement as provided herein. Any reference to Developer herein shall be construed to refer to any Subsequent Developer with respect to the portion of the Property owned by such Subsequent Developer.

29. **Ownership.** Developer hereby warrants and represents that it is the legal owner of record of the Property, it has the right to develop the Property, and it has full authority to enter into the terms of this Agreement encumbering the Property.

30. **Notice.** All notices required or desired to be given hereunder shall be in writing and shall be deemed to have been provided on the date of personal service upon the party for whom intended or upon receipt if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the following addresses:

To the City:

North Ogden City
Attn: City Manager
505 East 2600 North
North Ogden, Utah 84414

To Developer:

Orluff Opheikens
DOUBLE OTT RANCH LLC
1025 E 2100 North
North Ogden Utah 84414

Any party may change its address for notice under this Agreement by giving written notice to the other party in accordance with the provisions of this paragraph.

31. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Property and Planned Development, contains the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreement, referenced

documents, regulatory approvals and related conditions. It is expressly agreed by the parties that this Agreement is intended to and shall govern the development of the Property pursuant to the City Ordinances, including, but not limited to, all planning, zoning and subdivision issues.

32. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, successors and assigns, as permitted herein. The covenants contained herein shall be deemed to run with the Property and a copy of this Agreement shall be recorded in the office of the Weber County Recorder, State of Utah. All recording fees shall be paid by Developer.

33. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent or employee of the City shall be personally liable to the Developer or any successor in interest or assignee of the Developer in the event of any default or breach by the City, or for any amount which may become due Developer, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.

34. **Termination.** In addition to any other enforcement right or remedy provided herein, and notwithstanding anything in this Development Agreement to the contrary, it is hereby agreed by the parties hereto that in the event the Master Planned Community, including all phases thereof, is not completed within twenty five (25) years of the date of this Agreement, or in the event the Developer does not comply with the provisions of this Agreement, the City shall have the right, but not the obligation, at the sole discretion of the City, to terminate this Agreement and/or to not approve any additional phases for the Master Planned Community. Any termination may be effected by the City by giving written notice of intent to terminate to the Developer at its last known address, as set forth herein. Whereupon the Developer shall have sixty (60) days during which the Developer shall be given the opportunity to correct any alleged deficiencies and to take appropriate steps to commence and/or complete the Master Planned Community. In the event the Developer fails to correct the alleged deficiencies or to take appropriate steps to commence or complete the Master Planned Community as provided herein, the City shall be released from any further obligations under this Agreement and may terminate the same by written notice to Developer. The parties expressly recognize and acknowledge that the development of the Planned Residential Development is a phased Master Planned Community. It is also recognized that it is critical to the City that certain development occurs within a reasonable time from the date of this Agreement. It is expressly acknowledged by the parties that the Master Planned Community is intended to be developed in reasonably staged phases and that Developer shall use its best efforts to proceed with the Master Planned Community in a timely fashion. The release and indemnification provisions of Section 21 and Section 36 shall survive any termination of this Agreement.

35. **Governing Law and Jurisdiction.** The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The parties to this Agreement agree that any judicial action associated with the Agreement shall be taken in the Second Judicial District Court of the State of Utah.

36. **Severability.** If any portion of this Agreement is held to be unenforceable by court of competent jurisdiction, any enforceable portion thereof and the remaining provisions shall continue in full force and effect.

37. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto. Any amendments to the Master Planned Community documents, including, but not limited to the plans, plats and Exhibits attached hereto, must be approved by the City in accordance with applicable City Ordinances in addition to required amendments to this Agreement.

38. **No Modification of Previous Agreement.** This Agreement shall not be read to modify the agreement dated September 23, 2019 between the Double Ott Ranch and North Ogden City. Any conflicting provisions shall be read to not conflict, and if not able to be construed so as to not conflict the September 23, 2019 agreement shall control. Specifically, this Agreement does not waive the obligations of the City for infrastructure improvements outlined therein. This Agreement does fulfill the anticipated MPC zoning contemplated in the September 23, 2019 agreement so to the extent those terms outlined in section 5 of the September 23, 2019 are superseded by this Agreement.

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 above written.

ATTEST: 
S. Ann [Signature]
Recorder

“CITY”

NORTH OGDEN CITY

By: [Signature]
Brent Chugg, Mayor

“DEVELOPER”

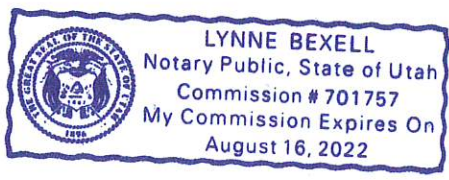
DOUBLE OTT RANCH, LLC.

By: [Signature]
Its: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF Weber)

On the 19th day of December, 2019 personally appeared before me Orluff Opheikens, who being by me duly sworn did say that he is the President of **DOUBLE OTT RANCH, LLC** and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and said he acknowledged to me that said corporation executed the same.



Lynne Bexell
Notary Public

Exhibit A – Application
Exhibit B – Project Narrative
Exhibit C – Rough Site Plan
Exhibit D – Preliminary Plan
Exhibit E – Elevations
Exhibit F – Plat Notes
Exhibit G – Legal Description
Exhibit H – Will Serve Letters
Exhibit I – TRC Letter
Exhibit J – Color and Materials Board
Exhibit K – Approved Minutes
Exhibit L – Cross Section
Exhibit M – Building Type, Height, Parking Table



LAND USE DEVELOPMENT APPLICATION

North Ogden City Planning Department
505 East 2600 North
North Ogden, UT 84414 (801)782-7211

ZMA 2018-08

APPLICANT INFORMATION		
Name: <i>John W Hansen</i>	Company: <i>John W Hansen Assoc</i>	
Address: <i>3730 South 1475 East</i>	<i>South Ogden UT</i>	
Email: <i>shansen@shanshansen.com</i>	Phone: <i>801-540-2000</i>	
OWNER INFORMATION		
Name: <i>Double Oct Ranch LLC</i>		
Address:		
Email:	Phone: <i>801-540-2000</i>	
PROJECT INFORMATION		
Project Name: <i>?</i>		
Project Address:		
Parcel #:	Subdivision:	Lot #:
Acreage:	Current Zoning:	
APPLICATION TYPE AND FEE *(CHECK ALL THAT APPLY):		
<input type="checkbox"/> Subdivision: <input type="checkbox"/> Preliminary Approval - \$500 plus \$50 per lot <input type="checkbox"/> Final Approval - \$500 plus \$30 per lot	<input type="checkbox"/> Conditional Use Permit: <input type="checkbox"/> City Fee (with technical review) - \$1,100 <input type="checkbox"/> City Fee (no technical review) - \$350	
<input type="checkbox"/> Minor Subdivision - \$750	<input type="checkbox"/> Planned Residential Unit Development (PRUD) - \$1,375	
<input type="checkbox"/> Vacation or Amendment of Subdivision - \$300	<input type="checkbox"/> Variance - \$400	
<input type="checkbox"/> Boundary Line Adjustment - \$350	<input type="checkbox"/> Zoning Amendment:	
<input type="checkbox"/> Site Plan Review: <input type="checkbox"/> With Technical Review - \$1,100 <input type="checkbox"/> No Technical Review - \$350	<input type="checkbox"/> Text - \$725 <input checked="" type="checkbox"/> Map - \$800 <input type="checkbox"/> Annexation City - \$800 plus actual cost of postage and publication	

[Signature]
Applicant's Signature

4-30-18
Date

Owner's Signature

Date

Office Staff Received By

Date

Fees Paid: _____ Verification of Completion Date: _____

ZONING ORDINANCE AMENDMENT APPLICATION



North Ogden City Planning Department
505 East 2600 North
North Ogden, UT 84414 (801)782-7211

MAP AMENDMENT TEXT AMENDMENT*

STATE THE PHYSICAL DESCRIPTION OF THE AREA PROPOSED TO BE REZONED:

Property owned by Double Ott Ranch LLC, abutting "The Ranches" town-homes, and the MARIA MONTESSORI
ACADEMY, on the East and extending West to the current Corporate limits of North Ogden City, bordered on the
North by 2550 North Street, and extending South to the current Corporate limits of North Ogden City which abuts the
property currently owned by the Bown's currently in unincorporated Weber County.

STATE THE LEGAL DESCRIPTION OF AREA PROPOSED TO BE REZONED:

See Attached description of Parcel 18-056-0060

CURRENT ZONING CLASSIFICATION(S): RE-20

PROPOSED ZONING CLASSIFICATION: MPC Zone

***PROPOSED TEXT (attach additional sheets, if needed):** _____

***If the Master Planned Community Zone is being applied for, then the information listed in 11-7K-3 Process and Application requirements shall also be submitted.**

PLEASE ATTACH TWO (2) 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 thereof.
2. A tentative development plan that shall show the following:
 - a. Topographical description showing existing and proposed grades and drainage systems, and natural and manmade features with an indication as to which are to be retained and which are to be removed or altered.
 - b. Proposed street system.
 - c. Proposed block layouts.
 - d. Proposed reservation for parks, parkways, playgrounds, recreation areas, and other open space.
 - e. Off-street parking spaces.
 - f. Types of uses of structures.
 - g. Location of structures, garages, and/or parking spaces.
 - h. A tabulation of the total number of acres in the proposed project and a percentage thereof designated for the proposed structures.
 - i. Preliminary plans and elevations of the structure types. Single-family residential subdivisions are exempt from the requirement.
3. Reasons justifying the petition for rezoning. - *To make the highest and best use of the property. Zoning was recommend by North Ogden City.*
4. A true statement revealing any conditions or restrictions of record (if any) which would affect the permitted uses of the property if rezoned as requested and the date, or dates (if any), of expiration thereof. *No knowledge of any restrictions that would affect the rezone process.*
5. Such photographs, drawings, and other supporting documents (if any) as the applicant desires to present.
6. Please provide a list of names and addresses of surrounding property owners within 300 feet.

Under certain circumstances where the Planning Director finds that the nature of the rezoning request is such that it would be unnecessary or unfeasible for the applicant to prepare a plan in accordance with the above stated requirements, the Planning Director may waive certain items of the above requirements, but in all cases the applicant will be required to prepare and submit some type of site plan drawn to scale.

PROPERTY OWNER'S PERMISSION FOR REZONING REQUEST:



I (we) authorize [Signature] to request a change in the Zoning classification of my (our) property from REZO ZONE to MPC ZONE.

Double OTT Ranch LLC
Property Owner

Property Owner

Applicant's Signature: [Signature]

Date: 4-12-18

FOLLOWING THREE COURSES: NORTH 810 FEET, THENCE EAST 300 FEET AND NORTH 1155 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AND SUBJECT TO THE FOLLOWING DESCRIBED PARCEL FOR ROAD, BEING A PORTION OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS: A STRIP OF LAND 60 FEET IN WIDTH BEING 30 FEET DISTANT AND AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTER LINE, COMMENCING AT A POINT ON THE SOUTH LINE OF 2550 NORTH STREET (66 FEET WIDE) WHICH BEARS SOUTH 0D11'15" WEST 1013 FEET AND NORTH 89D06'15" WEST 249.80 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 32, THENCE SOUTH 0D53'45" WEST 807.57 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 482.84 FEET, THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45.00 FEET FOR A DISTANCE OF 379.22 FEET, THENCE SOUTH 44D06'15" EAST 65.0 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 482.84 FEET, THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45D00' FOR A DISTANCE OF 379.22 FEET, THENCE SOUTH 0D53'45" WEST 454.33 FEET TO THE END OF STRIP, (906-585) AND (1434-322). EXCEPT THE FOLLOWING LYING OUTSIDE OF THE NORTH OGDEN CITY LIMITS: A PART OF THE EAST HALF OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY: AND A PART OF LOTS 50 & 53 PLAT B, NORTH OGDEN SURVEY WEBER COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF 2550 NORTH STREET AND ON THE NORTHEAST CORNER OF PARCEL 18-056-0056 LOCATED SOUTH 89D55'37" EAST 383.32 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32 AND NORTH 01D09'14" EAST 1707.62 FEET FROM THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER SAID POINT DESCRIBED OF RECORD AS BEING LOCATED SOUTH 00D45'13" WEST 1000.13 FEET AND NORTH 88D42'57" WEST 2297.84 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 32 AND ALSO NORTH 88D42'57" WEST 366.72 FEET FROM THE NORTHEAST CORNER OF SAID LOT 50; RUNNING THENCE SOUTH 88D47'16" EAST 366.97 FEET (EAST 366.72 FEET BY RECORD) ALONG SAID SOUTH RIGHT OF WAY LINE OF 2550 NORTH STREET TO THE EXISTING WEST RIGHT OF WAY LINE OF 200 EAST STREET; THENCE SOUTH 01D09'14" WEST (SOUTH 00D15' WEST BY RECORD) 1451.20 FEET ALONG SAID EXISTING RIGHT OF WAY LINE AND THEN THE WEST BOUNDARY OF BLACKHAWK TOWNHOUSES PHASE 2 TO THE SOUTHWEST CORNER OF SAID BLACKHAWK TOWNHOUSES PHASE 2, THENCE SOUTH 88D27'05" EAST (SAID 88D46'07" EAST BY RECORD) 186.80 FEET ALONG THE SOUTH BOUNDARY OF SAID BLACKHAWK TOWNHOUSES PHASE 2 TO THE NORTHWEST CORNER OF RANCH VIEW TOWNHOMES PHASE 3, THENCE ALONG THE WEST BOUNDARY OF SAID RANCH VIEW TOWNHOMES PHASE 3 THE FOLLOWING TWO (2) COURSES; (1) SOUTH 39D24'26" WEST 329.31 FEET (2) SOUTH 01D04'09" WEST 272.20 FEET; THENCE NORTH 88D55'51" WEST 350.05 FEET; THENCE NORTH 01D09'14" EAST 1984.16 FEET TO THE BEGINNING. (E# 2317131) [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THE PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THIS OFFICE FOR TAX PURPOSES.]



Weber County Parcel Search

2380 Washington Blvd Ogden, Utah

Weber County Home - Parcel Search - Interactive Maps

Print this page

Current Taxes	Ownership Info	Tax History	Property Characteristics	Delinquent Taxes
----------------------	-----------------------	--------------------	---------------------------------	-------------------------

Today's Date: 04/27/2018

<--Back to Search

18-056-0060
North by

Ownership Info

Owner	DOUBLE OTT RANCH LLC	View in Geo-Gizmo
Property Address		Plat Map
Mailing Address	1025 E 2100 N NORTH OGDEN UT 844142941	18-056 View PDF Updated: April 16 2018
Tax Unit	433	Prior Year Plats Plats as of Dec 31st of each year
		2017 - 18-056 View PDF
		2016 - 18-056 View PDF
		2015 - 18-056 View PDF
		2014 - 18-056 View PDF
		Dedication Plat
		200 East Street Road Dedication 53-093(TIF)

Current References

Entry #	Book	Page	Recorded Date
2533994			14-JUL-11
		Kind of Instrument WARRANTY DEED	

Prior Parcel Numbers

180560001 (Dead)

Legal Description

** For Tax Purposes Only **
PART OF LOTS 50 TO 53 PLAT B, NORTH OGDEN SURVEY: AND PART OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, US SURVEY: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 50 AND RUNNING THENCE WEST 366.72 FEET, THENCE SOUTH 1D29'49" WEST 185.55 FEET, THENCE NORTH 89D21'45" WEST 128.52 FEET, THENCE NORTH 1D29'49" EAST TO THE SOUTH RIGHT OF WAY OF 2550 NORTH STREET, THENCE WEST 499.53 FEET THENCE NORTH 89D06'15" WEST TO THE HARRISVILLE CITY LIMITS LINE THENCE SOUTH 02D06'45" WEST 1330.51 FEET ALONG THE CORPORATE LIMITS OF HARRISVILLE CITY, THENCE SOUTH 89D09'33" EAST 174.59 FEET, THENCE SOUTH 0D20'22" EAST 642.28 FEET, THENCE SOUTH 88D55'51" EAST 798.12 FEET TO THE CORPORATE LIMITS OF NORTH OGDEN CITY, THENCE ALONG SAID LIMITS LINE THE



ZONING ORDINANCE AMENDMENT APPLICATION

North Ogden City Planning Department
505 East 2600 North
North Ogden, UT 84414 (801)782-7211

MAP AMENDMENT

TEXT AMENDMENT*

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 - g. Location of structures, garages, and/or parking spaces.
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3. Reasons justifying the petition for rezoning.
4. A true statement revealing any conditions or restrictions of record (if any) which would affect the permitted uses of the property if rezoned as requested and the date, or dates (if any), of expiration thereof.
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PROPERTY OWNER'S PERMISSION FOR REZONING REQUEST:

I (we) authorize _____ to request a change in the Zoning classification of my (our) property from _____ to _____.

Property Owner

Property Owner

Applicant's Signature: _____ Date: _____

Exhibit A

Approved City Council 12/17/19

NORTH OGDEN CITY
505 E 2600 N
NORTH OGDEN UT 84414 801-732-7211
Receipt No: 5.089247 May 14, 2018

John W. Hansen

Previous Balance: .00
CHARGES FOR SERVICES
ZONING & SUB FEES 800.00
10-34-130
ZONING & SUBDIVISION FEES

CHECK
Check No: 3111 800.00
Total Applied: 800.00
Change Tendered: .00

05/14/2018 08:47AM

NORTH OGDEN CITY
505 E 2600 N
NORTH OGDEN UT 84414 801-732-7211
Receipt No: 5.089247 May 14, 2018

John W. Hansen

Previous Balance: .00
CHARGES FOR SERVICES
ZONING & SUB FEES 800.00
10-34-130
ZONING & SUBDIVISION FEES

CHECK
Check No: 3111 800.00
Total Applied: 800.00
Change Tendered: .00

05/14/2018 08:47AM

PATRIOT POINTE

North Ogden Master Planned Community



Presented by:
Developer – John Hansen
Land Owner – Orloff Opheikens

Project Overview

We are proposing a rezone to allow the development of approximately 39 acres located between 2650 North and 250 East. The project will consist of 197 townhomes, 24 twin homes, 144 apartments and a 2.0 acre parcel for commercial office space fronting 2600 North.



A few of our successful communities include:

- The Ranches (79 townhomes) – North Ogden (*adjacent to subject property*)
- Mountain View (145 townhomes) – Ogden
- Fernwood (84 apartments) – Layton
- University Ridge (32 twin homes) – Clearfield
- Legacy North (180 patio homes) – North Ogden
- University Ridge Commercial (4,000 sq/ft, 2 suite building) – Clearfield
- South Pointe (110,000 sq/ft individual office space) – South Ogden
- Cross Pointe (40,000 sq/ft individual office space) – Washington Terrace

We feel our projects have been assets to each of the communities we have built in. We attribute our success to the quality of our construction and fulfilling community/resident needs.

The primary goal for this project is to develop a destination neighborhood, with high quality construction and very attractive green space.

Project Breakdown

Townhomes: (Phase 1, 2, & 3)

- Total Units: 197
- Phase 1
 - 58 units
 - Open Space – 1.405 acres (26.2%)
 - 10.8 units per acre
- Phase 2
 - 79 units
 - Open Space – 2.070 acres (38.8%)
 - 14.4 units per acre
- Phase 3
 - 60 units
 - Open Space – 2.161 acres (38.45%)
 - 13.5 units per acre

Twin Homes: (Phase 4)

- 24 pads
- Open space - .908 acres (15.14%)
- 4 units per acres

Apartments: (Phase 5)

- 144 units
- Open Space – 3.077 acres (34.6%)
- 16.2 units per acre

Commercial Area: (Phase 6)

- Contains 2.099 acres
- Proposed two buildings containing 7,000 sq/ft each
- Open space - 20% minimum

Potential Park/Pineview Pond Area

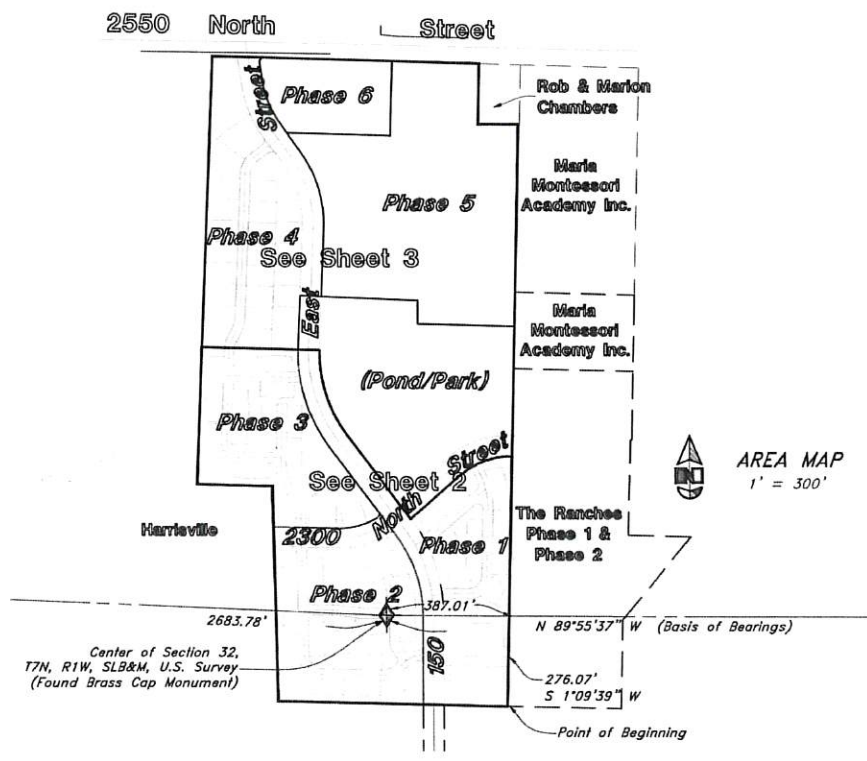
- Retention basin
- 6.38 acres

<u>Building Type</u>	<u>Height</u>	<u>Parking Stalls</u>
Town Homes (Ph.1-3)	26-28 Feet	462
Twin Homes (Ph.4)	25 Feet	48
Apartments (Ph. 5)	41 Feet	319
Commercial (Ph. 6)	24 Feet	106



Exhibit B

Site Plan



Overall

***365 Lots/Units
13 Open Space Parcels
1,722,271 Sq. Ft. (39.538 Acres)
10.83 Lots/Units per Acre
541,450 Sq. Ft. (12.430 Acres) Open Space
31.44% Open Space (Including Park Parcel)***

Phase 1

***9 Buildings (1 Park Parcel)
58 Rear Load Units
4 Open Space Parcels
495,010 Sq. Ft. (11.364 Acres)
10.8 Units per Acre
69,237 Sq. Ft. (1.589 Acres) Public Roadways
61,189 Sq. Ft. (1.405 Acres) Open Space
26.2% Open Space
116 Parking Stalls Required / 141 Provided / 2.4 Stalls per Unit***

Phase 2

***16 Buildings
79 Rear Load Units
86,254 Sq. Ft. (1.980 Acres)
3 Open Space Parcels
238,295 Sq. Ft. (5.471 Acres)
14.4 Units per Acre
61,329 Sq. Ft. (1.408 Acres) Roadways
90,712 Sq. Ft. (2.070 Acres) Open Space
38.8% Open Space
158 Parking Stalls Required / 182 Provided / 2.3
Stalls per Unit***

Phase 3

13 Buildings

60 Rear Load Units

65,308 Sq. Ft. (1.499 Acres)

3 Open Space Parcels

229,235 Sq. Ft. (5.262 Acres)

13.5 Units per Acre

36,125 Sq. Ft. (1.586 Acres) Roadways

88,151 Sq. Ft. (2.161 Acres) Open Space

38.45% Open Space

***120 Parking Stalls Required / 139 Provided / 2.3
Stalls per Unit***

Phase 4

24 Lots

148,306 Sq. Ft. (3.405 Acres)

2 Open Space Parcels

261,163 Sq. Ft. (5.995 Acres)

4.0 Lots per Acre

72,304 Sq. Ft. (1.660 Acres) Roadways

39,553 Sq. Ft. (0.908 Acres) Open Space

15.14% Open Space

***48 Parking Stalls Required / 48 Provided / 2 Stalls
per Unit***

Phase 5

1 Lot

144 Apartment Units

387,551 Sq. Ft. (8.897 Acres)

16.2 Units per Acre

***288 Parking Stalls Required / 319 Provided / 2.2 Stalls
per Unit***

Phase 6

1 Lot

87,505 Sq. Ft. (2.009 Acres)

104 Parking Stalls

Description of Amenities

The Patriot Pointe community will feature a potential park/pond. There will be multiple clubhouses which will feature fitness centers, dog parks, playgrounds and much, much more! The project will also help integrate the surrounding North Ogden City's trail system.





Property Management

The project will be managed by a local, professional property management company. The property management company will take care of all landscaping, snow removal, maintenance and repairs to make sure the project is always in excellent condition. In addition to property management, there will be a homeowner's association. The homeowner's associations will include restrictive covenants to protect the integrity of the project.



Please see the attached management plan summary.



Company Summary

TEC Management LLC manages over 350 units along the Wasatch Front. We specialize in luxury multi-family communities offering premier services to our residents, property owners, investors, and employees.

Management Plan for *Patriot Pointe*

Lease Up

Patriot Point will fit seamlessly into our already well-established management portfolio. Once buildings are turned over to us from construction we will maintain a Lease-Up schedule of at least 2 leases a week reaching stabilization within the year. TEC has managed 7 New-Construction lease ups in the last 5 years and holds all confidence in maintaining this schedule.

Maintenance

All maintenance is performed by in-house employees, and well established and trusted outside vendors. Most vendors used by Management were the same contracted with the construction company, making them familiar and very capable of delivering the best service possible.

Tenant Management

TEC Management has utilized AppFolio Property Manager software to better manage the financials, leases, and maintenance requests. AppFolio offers user friendly online portals for tenants and owners to view financials, make payments, access documents, and send communication to management. With an advance reporting system, AppFolio makes it possible to retrieve deep insight to the operations and financials, promoting the success of each property managed by TEC Management. Because everything is centralized in one cohesive software, our processes are streamlined delivering better service to our property owners and residents.

REV	DATE	DESCRIPTION

GREAT BASIN ENGINEERING INC.
 574 K. GREAT BASIN ENGINEERING INC.
 MAIN 801319-4315 S.L.C. 801319-4322 FAX 801319-27348
 177 EAST 9500 S. UTAH 84403

Patriot Pointe Preliminary Plan
 A part of Section 32, Township 17N, Range 1W, SLB&M, U.S. Survey
 Approximately 150 East 3500 North
 North Ogden, Utah
Patriot Pointe
 23 Oct, 2019
 SHEET NO. 1
 07071 Patriot Pointe

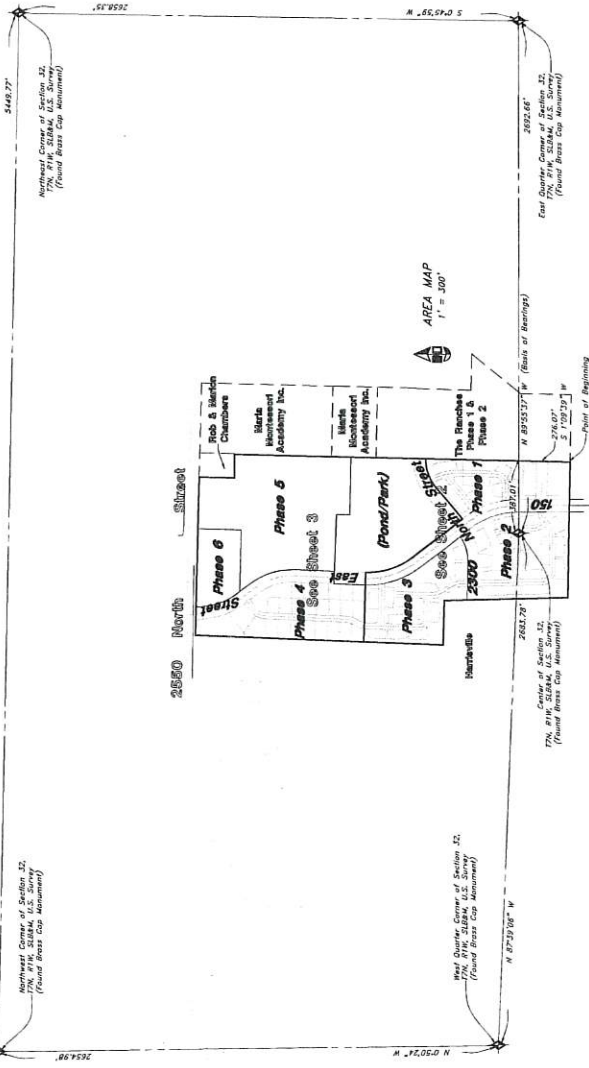


VICINITY MAP
Not to Scale



TYPICAL BOULEVARD STREET SECTION
Not to Scale

Preliminary Plan for Patriot Pointe
 Approved *City Council 12/17/19
 Exhibit D
A part of Section 32, 77N, 17W, SLB&M, U.S. Survey
 North Ogden City, Weber County, Utah
 December 2019

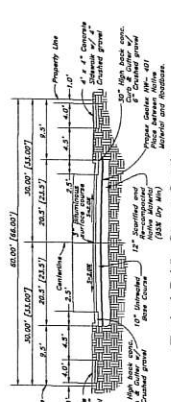
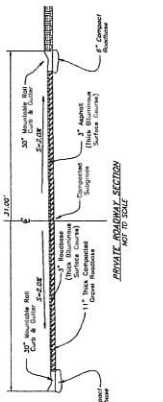


DESCRIPTION

1. No Statements are planned for this development.
2. A 2" diameter Water Service will be provided to each Townhome Building.
3. The Storm Water System will be installed to each Townhome Unit.
4. Individual Sewer Laterals will be installed to each Townhome Unit.
5. Individual 4" Sewer Laterals will be installed to each Home Unit.
6. Storm Water from this Development will be delivered within a Region Pond constructed on Lot 10a.
7. Storm Water from this Development will be delivered within a Region Pond constructed on Lot 10a.
8. Storm Water from this Development will be delivered within a Region Pond constructed on Lot 10a.
9. Storm Water from this Development will be delivered within a Region Pond constructed on Lot 10a.
10. Storm Water from this Development will be delivered within a Region Pond constructed on Lot 10a.
11. Storm Water from this Development will be delivered within a Region Pond constructed on Lot 10a.
12. Storm Water from this Development will be delivered within a Region Pond constructed on Lot 10a.
13. Storm Water from this Development will be delivered within a Region Pond constructed on Lot 10a.
14. Storm Water from this Development will be delivered within a Region Pond constructed on Lot 10a.
15. Storm Water from this Development will be delivered within a Region Pond constructed on Lot 10a.
16. Storm Water from this Development will be delivered within a Region Pond constructed on Lot 10a.
17. Storm Water from this Development will be delivered within a Region Pond constructed on Lot 10a.
18. Storm Water from this Development will be delivered within a Region Pond constructed on Lot 10a.

NOTES

1. No Statements are planned for this development.
2. A 2" diameter Water Service will be provided to each Townhome Building.
3. The Storm Water System will be installed to each Townhome Unit.
4. Individual Sewer Laterals will be installed to each Townhome Unit.
5. Individual 4" Sewer Laterals will be installed to each Home Unit.
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- Phase 1**
 - 9 Buildings (1 Farm Parcel)
 - 48 Units
 - 4 Open Space Parcels
 - 485,070 Sq. Ft. (11,584 Acres)
 - 102 Units per Acre
 - 68,337 Sq. Ft. (1,580 Acres) Public Roadways
 - 61,989 Sq. Ft. (1,406 Acres) Open Space
 - 28.2% Open Space
 - 118 Parking Stalls Required / 161 Provided / 2.4 Stalls per Unit
- Phase 2**
 - 19 Buildings
 - 79 New Land Units
 - 68,254 Sq. Ft. (1,600 Acres)
 - 3 Open Space Parcels
 - 238,200 Sq. Ft. (5,440 Acres)
 - 54.4 Units per Acre
 - 61,529 Sq. Ft. (1,408 Acres) Roadways
 - 90,772 Sq. Ft. (2,070 Acres) Open Space
 - 38.9% Open Space
 - 168 Parking Stalls Required / 182 Provided / 2.3 Stalls per Unit
- Phase 3**
 - 20 Buildings
 - 60 New Land Units
 - 65,308 Sq. Ft. (1,499 Acres)
 - 3 Open Space Parcels
 - 278,200 Sq. Ft. (6,362 Acres)
 - 33.5 Units per Acre
 - 61,529 Sq. Ft. (1,408 Acres) Roadways
 - 88,101 Sq. Ft. (2,010 Acres) Open Space
 - 38.9% Open Space
 - 120 Parking Stalls Required / 180 Provided / 2.3 Stalls per Unit
- Phase 4**
 - 24 Lots
 - 148,306 Sq. Ft. (3,406 Acres)
 - 2 Open Space Parcels
 - 261,100 Sq. Ft. (6,000 Acres)
 - 23,504 Sq. Ft. (1,600 Acres) Roadways
 - 38,653 Sq. Ft. (0,890 Acres) Open Space
 - 15.6% Open Space
 - 48 Parking Stalls Required / 48 Provided / 2 Stalls per Unit
- Phase 5**
 - 1 Lot
 - 144 Apartment Units
 - 387,561 Sq. Ft. (8,897 Acres)
 - 18.2 Units per Acre
 - 268 Parking Stalls Required / 379 Provided / 2.3 Stalls per Unit
- Phase 6**
 - 1 Lot
 - 27,908 Sq. Ft. (2,000 Acres)
 - 104 Parking Stalls
- Overall**
 - 365 New Land Units
 - 172,254 Sq. Ft. (3,926 Acres)
 - 641,450 Sq. Ft. (14,630 Acres) Open Space
 - 31,445 Open Space (Including Park Parcel)

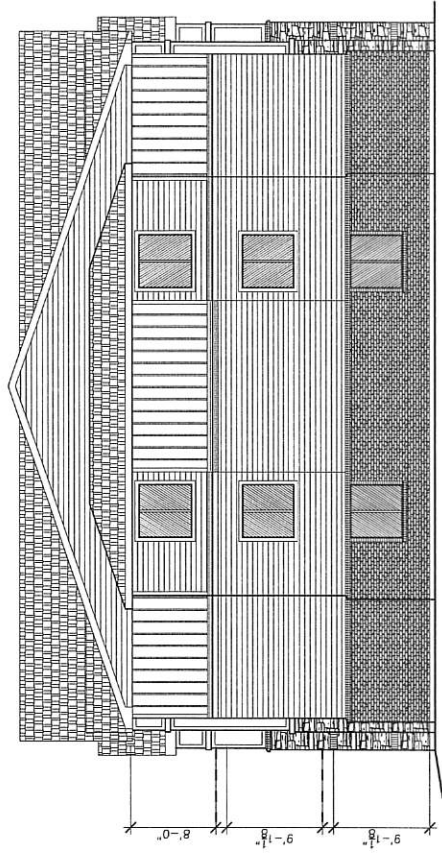
See Sheets 2 & 3 for Parcel, Centerline and Utility Details

PRELIMINARY

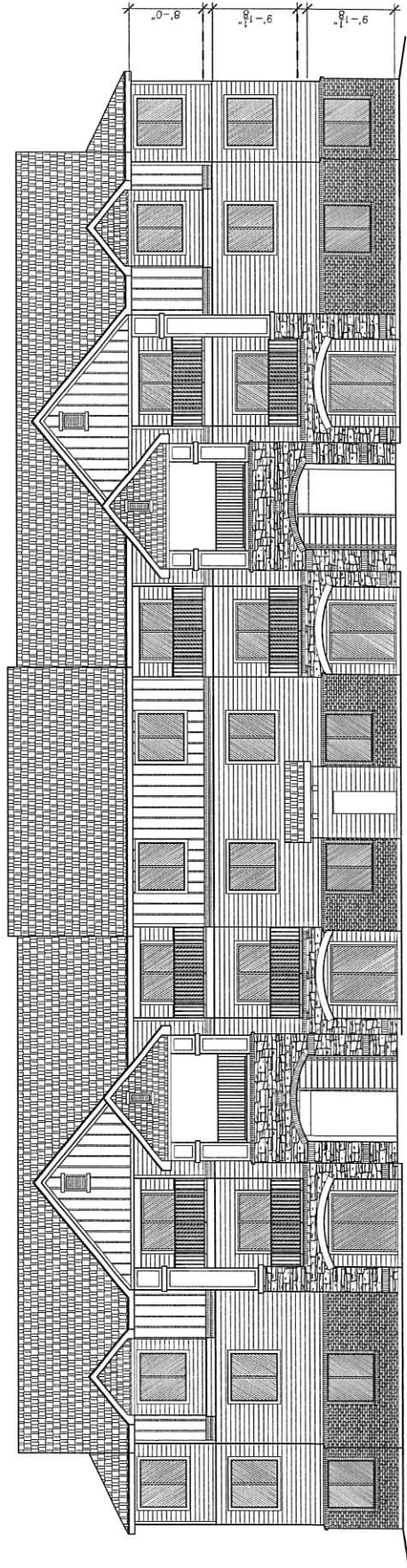
Apartment Elevations
Approved *City Council 12/17/19

Exhibit E

- LEGEND**
- 30 YR. ARCH'L GRADE ASPHALT/FLBERGLASS COMP. SHINGLES OVER 15 LB/ FELD
 - NOT USED.
 - MANUFACTURED STONE VENEER. INSTALL PER MANUFACTURER'S SPECS.
 - PRES-GRADE BOARD SIDING, PAINT & METAL FEES. MANUFACTURER'S SPECS. HORIZONTAL LAP, BOARD & BATTEN, SHAKE AND PANEL SIDING PER ELEVATIONS.
 - DBL GLAZED VINYL SLIDING WINDOWS & PATIO DOORS. SEE DETAIL BIA-303. CAULK ALL AROUND.
 - PRES-GRADE BOARD FASCIA & TRIM AT ROOF OVERHANGS & BALCONIES.
 - STEEL STAIRS W/ CONC. PAN. NON SLIP SURFACE.
 - FINISH GRADE PER CIVIL DRAWINGS.
 - GALVANEED FLASHING W/ DRIP EDGE.
 - VINYL WRAPPED POSTS AND TRELIS BY WARBURTONS INC.



A. SIDE ELEVATIONS
SCALE 3/8" = 1'-0"



B. FRONT & REAR ELEVATION
SCALE 3/8" = 1'-0"

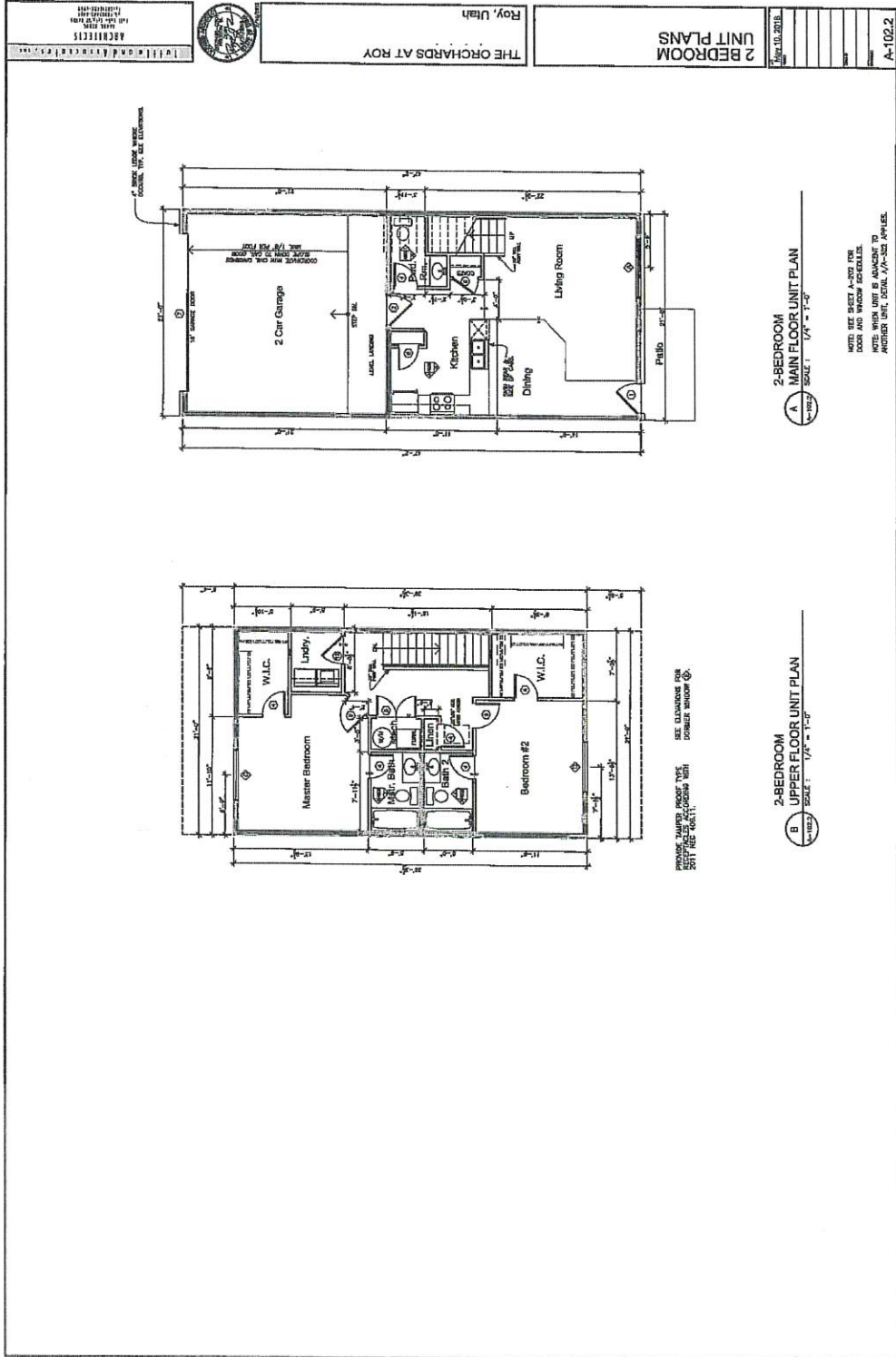
Eric R. Tuttle
ARCHITECT
1121 1/2 S. 1000 W. SUITE 100
SALT LAKE CITY, UT 84119

CROCKETT & KOEHLER APARTMENTS
North Ogden, Utah

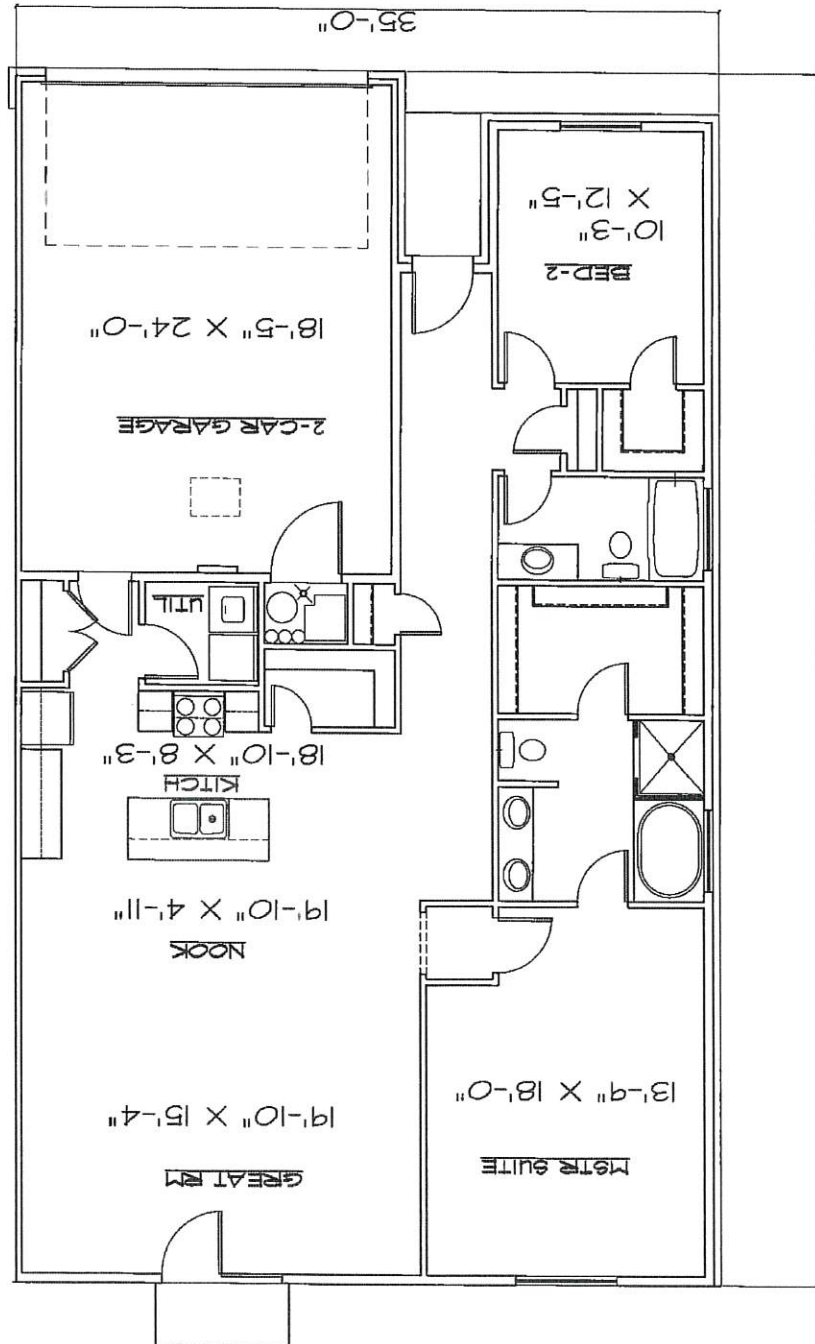
TYPICAL ELEVATIONS

NOV. 7, 2019
DATE
PROJECT
SHEET NO.
SCALE
A-201.1

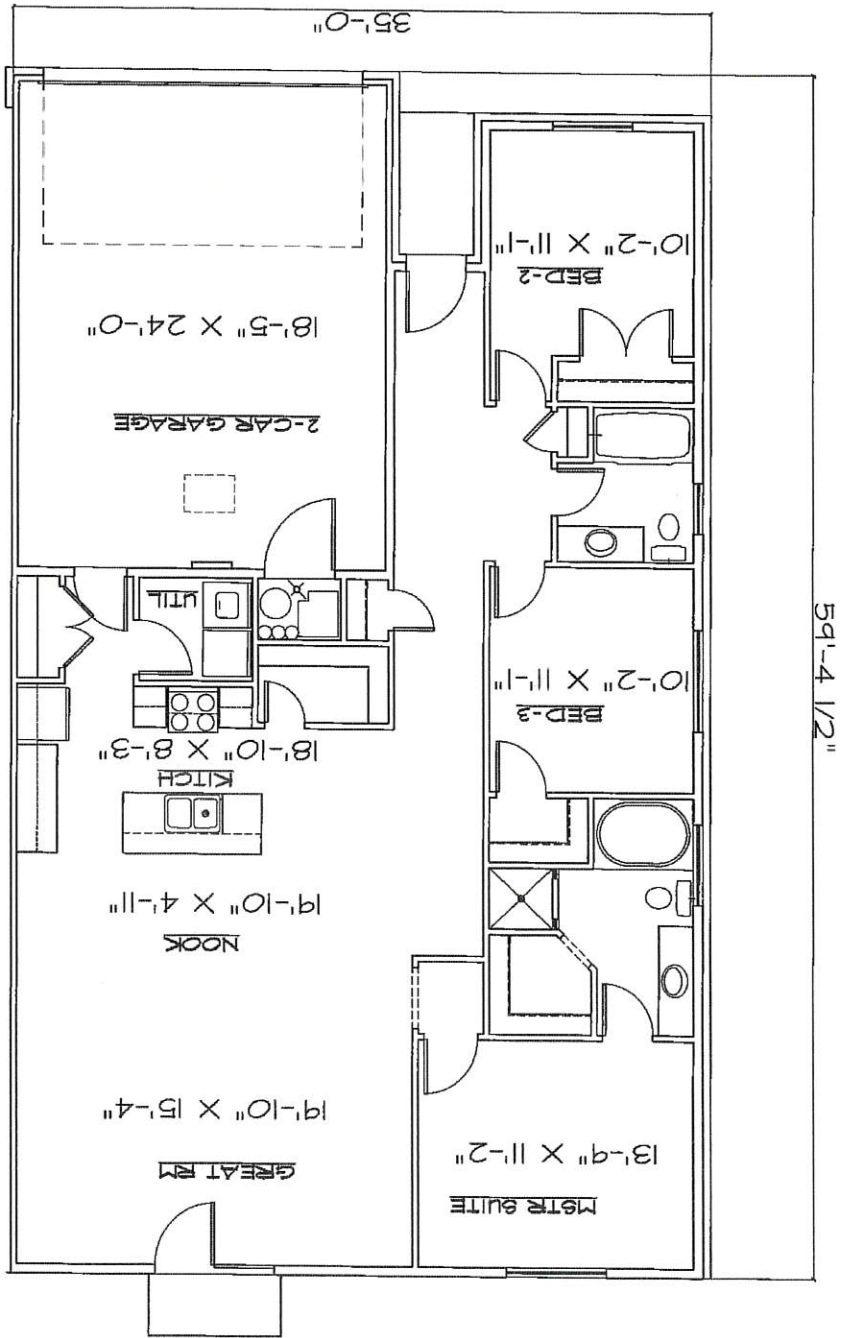
Apartment - 2 Bedroom



Townhome - 2 Bedroom



Townhome - 3 Bedroom



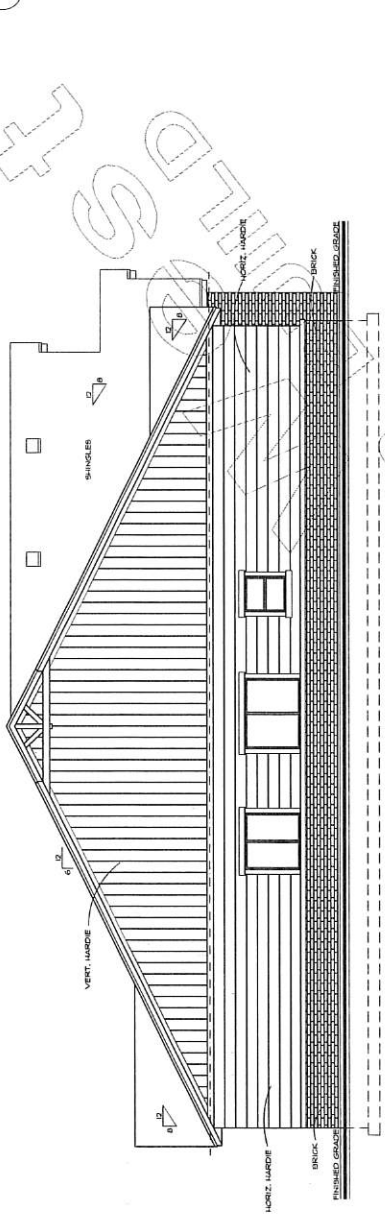
© Copyright 2015 Creations West
 This plan is the property of Creations West and shall not be duplicated in any form or used as the basis for any new plans.
 The builder/general contractor (construction professional) must carefully and thoroughly verify dimensions, visibility, and overall construction of the project before construction. Creations West shall be contacted for clarification. At the time of construction, Creations West is relieved of liability and the builder/general contractor assumes full responsibility.

PLANNED FOR
 PATRIOT POINT
 NORTH 09DEN, LT#4

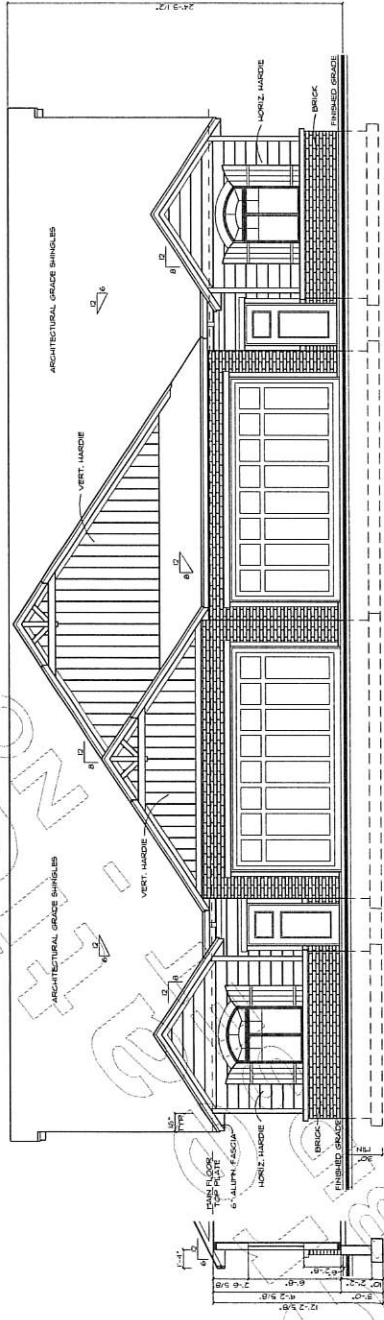
CREATIONS WEST
 ARCHITECTURE & DESIGN
 1521 Legend Hills Dr.
 Suite # 120
 Chanhassen, MN 55015
 P: 951.321.0300
 F: 951.321.0301
 WWW.CREATIONSWEST.COM

DATE: NOV. 06 14
 SHEET: 1

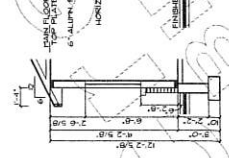
PLAN NUMBER
 2PLEX-1523-15UE UPDATED E



LEFT ELEVATION
 SCALE 1/4\"/>



FRONT ELEVATION
 SCALE 1/4\"/>



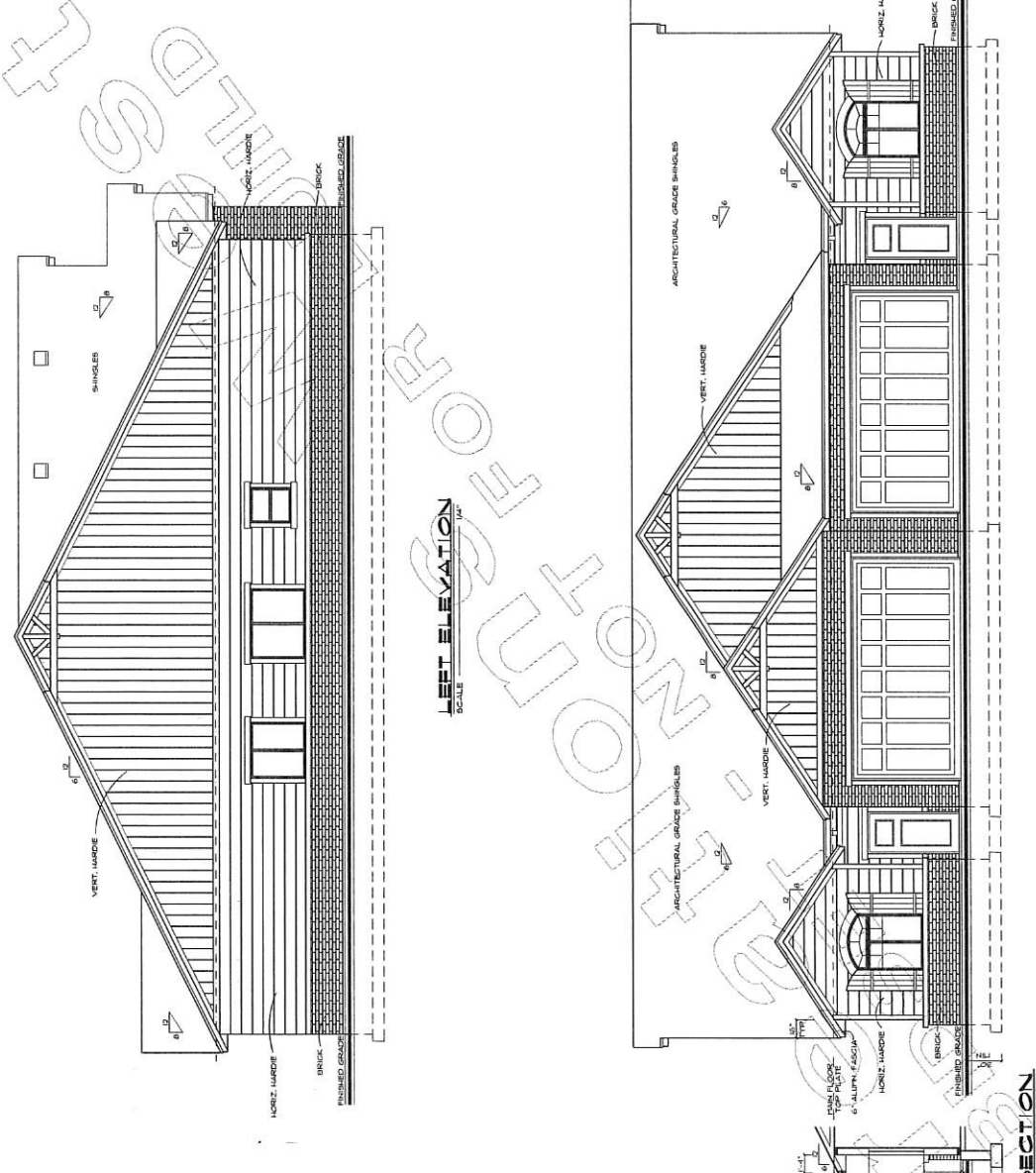
TYP. SECTION
 NOT APPLICABLE IN ALL LOCATIONS

EXPLANATORY NOTES:
 All drawings shall be based on the current approved site plan and all dimensions shall be taken from the centerline of the driveway unless otherwise noted. All dimensions shall be taken from the centerline of the driveway unless otherwise noted. All dimensions shall be taken from the centerline of the driveway unless otherwise noted.

GENERAL NOTES:
 Contractor shall verify all dimensions and conditions (including the work) will be made and performed by the general contractor. General contractor shall verify all dimensions and conditions (including the work) will be made and performed by the general contractor. General contractor shall verify all dimensions and conditions (including the work) will be made and performed by the general contractor.

SHINGLES:
 Shingles shall be installed in accordance with the manufacturer's instructions. Shingles shall be installed in accordance with the manufacturer's instructions. Shingles shall be installed in accordance with the manufacturer's instructions.

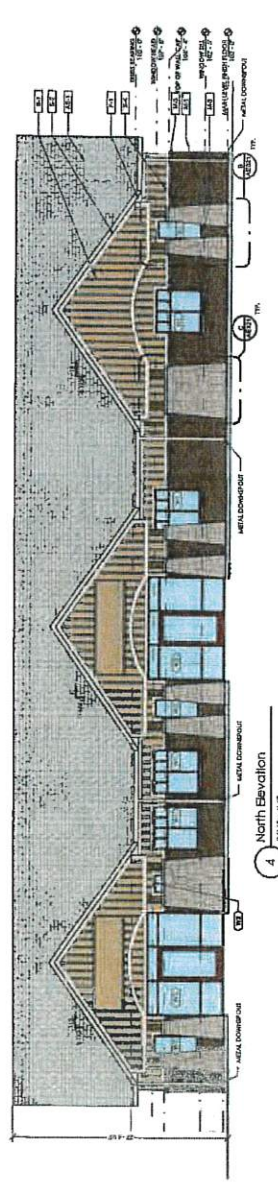
BRICK:
 Brick shall be installed in accordance with the manufacturer's instructions. Brick shall be installed in accordance with the manufacturer's instructions. Brick shall be installed in accordance with the manufacturer's instructions.



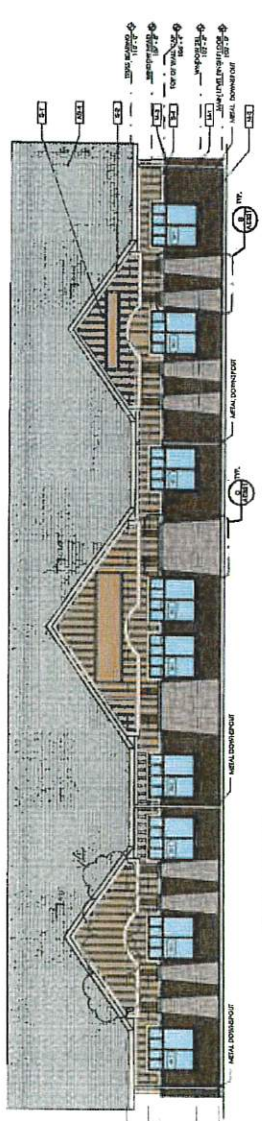
NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
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GENERAL NOTES

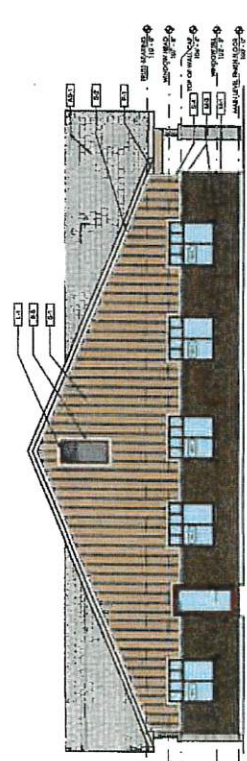
1. Provide building as indicated on drawings.
2. All materials to be installed in accordance with manufacturer's instructions.
3. All work to be done in accordance with the latest edition of the International Building Code (IBC) and the International Residential Code (IRC).
4. All work to be done in accordance with the latest edition of the International Mechanical Code (IMC) and the International Fuel Gas Code (IFGC).
5. All work to be done in accordance with the latest edition of the International Electrical Code (IEC).
6. All work to be done in accordance with the latest edition of the International Plumbing Code (IPC) and the International Fire Code (IFC).
7. All work to be done in accordance with the latest edition of the International Energy Conservation Code (IECC).
8. All work to be done in accordance with the latest edition of the International Fire and Building Code (IFBC).
9. All work to be done in accordance with the latest edition of the International Fire and Building Code (IFBC).
10. All work to be done in accordance with the latest edition of the International Fire and Building Code (IFBC).



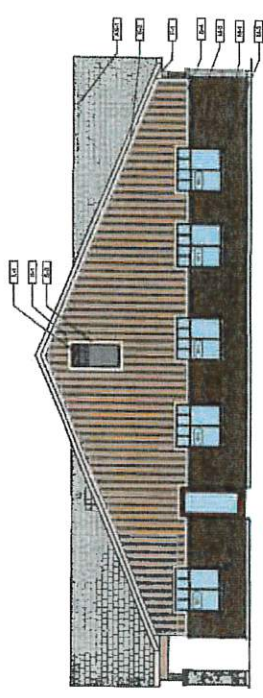
4 North Elevation
3/16" = 1'-0"



3 South Elevation
3/16" = 1'-0"



2 East Elevation
3/16" = 1'-0"



1 West Elevation
3/16" = 1'-0"

FARMINGTON FIELDS
Building #1
491 West Boun Circle
Farmington, Utah

NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
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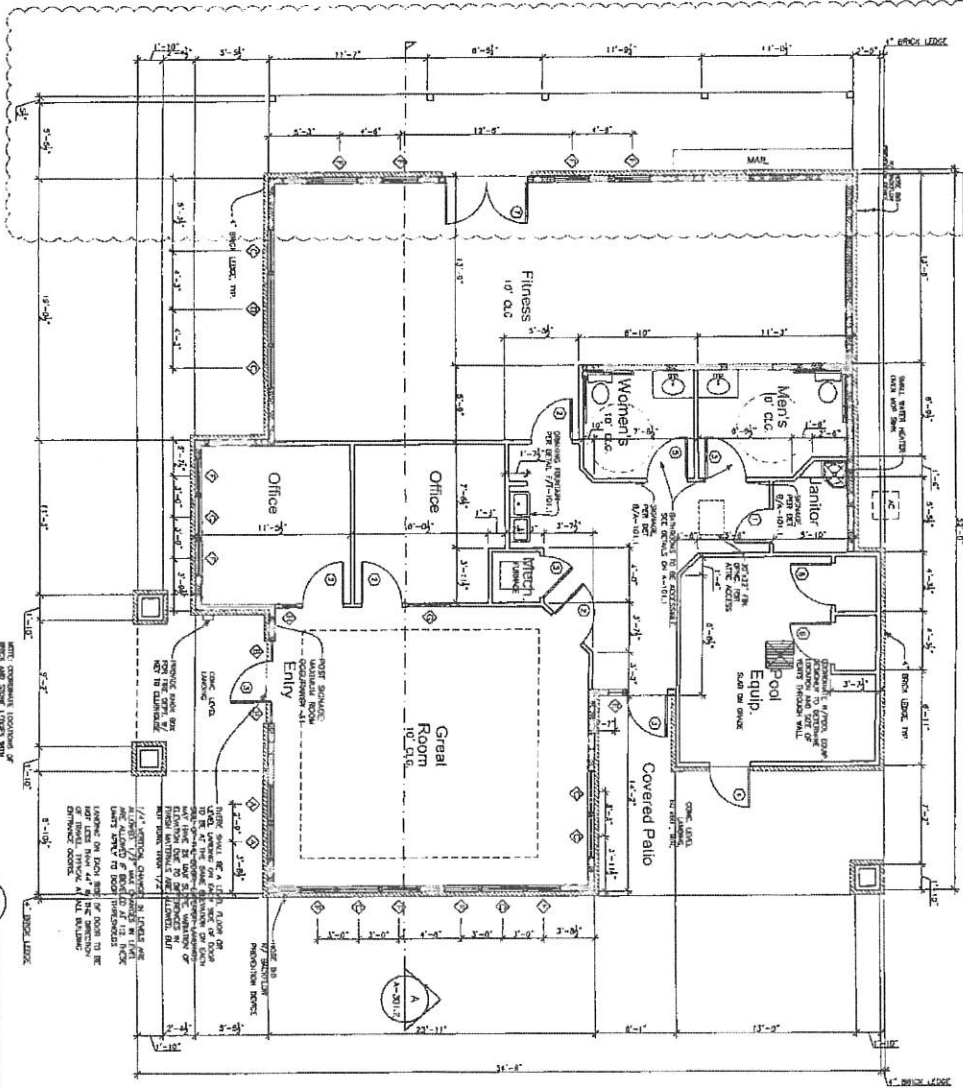
EXTERIOR ELEVATION
Sheet Number
AE200

NO.	SIZE	DESCRIPTION	UNIT	QTY
1	12'-0" x 6'-0"	WOOD DOOR WITH GLASS	DOOR	1
2	12'-0" x 6'-0"	WOOD DOOR WITH GLASS	DOOR	1
3	12'-0" x 6'-0"	WOOD DOOR WITH GLASS	DOOR	1
4	12'-0" x 6'-0"	WOOD DOOR WITH GLASS	DOOR	1
5	12'-0" x 6'-0"	WOOD DOOR WITH GLASS	DOOR	1
6	12'-0" x 6'-0"	WOOD DOOR WITH GLASS	DOOR	1
7	12'-0" x 6'-0"	WOOD DOOR WITH GLASS	DOOR	1
8	12'-0" x 6'-0"	WOOD DOOR WITH GLASS	DOOR	1
9	12'-0" x 6'-0"	WOOD DOOR WITH GLASS	DOOR	1
10	12'-0" x 6'-0"	WOOD DOOR WITH GLASS	DOOR	1

NO.	FINISH	DESCRIPTION	UNIT	QTY
1	WOOD	WOOD DOOR WITH GLASS	DOOR	1
2	WOOD	WOOD DOOR WITH GLASS	DOOR	1
3	WOOD	WOOD DOOR WITH GLASS	DOOR	1
4	WOOD	WOOD DOOR WITH GLASS	DOOR	1
5	WOOD	WOOD DOOR WITH GLASS	DOOR	1
6	WOOD	WOOD DOOR WITH GLASS	DOOR	1
7	WOOD	WOOD DOOR WITH GLASS	DOOR	1
8	WOOD	WOOD DOOR WITH GLASS	DOOR	1
9	WOOD	WOOD DOOR WITH GLASS	DOOR	1
10	WOOD	WOOD DOOR WITH GLASS	DOOR	1

NO.	SIZE	DESCRIPTION	UNIT	QTY
1	12'-0" x 6'-0"	WOOD DOOR WITH GLASS	DOOR	1
2	12'-0" x 6'-0"	WOOD DOOR WITH GLASS	DOOR	1
3	12'-0" x 6'-0"	WOOD DOOR WITH GLASS	DOOR	1
4	12'-0" x 6'-0"	WOOD DOOR WITH GLASS	DOOR	1
5	12'-0" x 6'-0"	WOOD DOOR WITH GLASS	DOOR	1
6	12'-0" x 6'-0"	WOOD DOOR WITH GLASS	DOOR	1
7	12'-0" x 6'-0"	WOOD DOOR WITH GLASS	DOOR	1
8	12'-0" x 6'-0"	WOOD DOOR WITH GLASS	DOOR	1
9	12'-0" x 6'-0"	WOOD DOOR WITH GLASS	DOOR	1
10	12'-0" x 6'-0"	WOOD DOOR WITH GLASS	DOOR	1

WALL LEGEND
 1. 2" x 4" FINISHED WALL
 2. 2" x 4" FINISHED WALL
 3. 2" x 4" FINISHED WALL
 4. 2" x 4" FINISHED WALL
 5. 2" x 4" FINISHED WALL
 6. 2" x 4" FINISHED WALL
 7. 2" x 4" FINISHED WALL
 8. 2" x 4" FINISHED WALL
 9. 2" x 4" FINISHED WALL
 10. 2" x 4" FINISHED WALL



NOTE: CONSULT LOCATION OF
 ALL CLUBHOUSE SCHEDULES (DOOR,
 WINDOW, & FINISH) ARE LOCATED ON THIS SHEET.

A CLUBHOUSE FLOOR PLAN
 SCALE: 1/4" = 1'-0"
 A-101.1

DATE: 7/21/2018
 TIME: 10:20 AM
 DATE: 7/21/2018

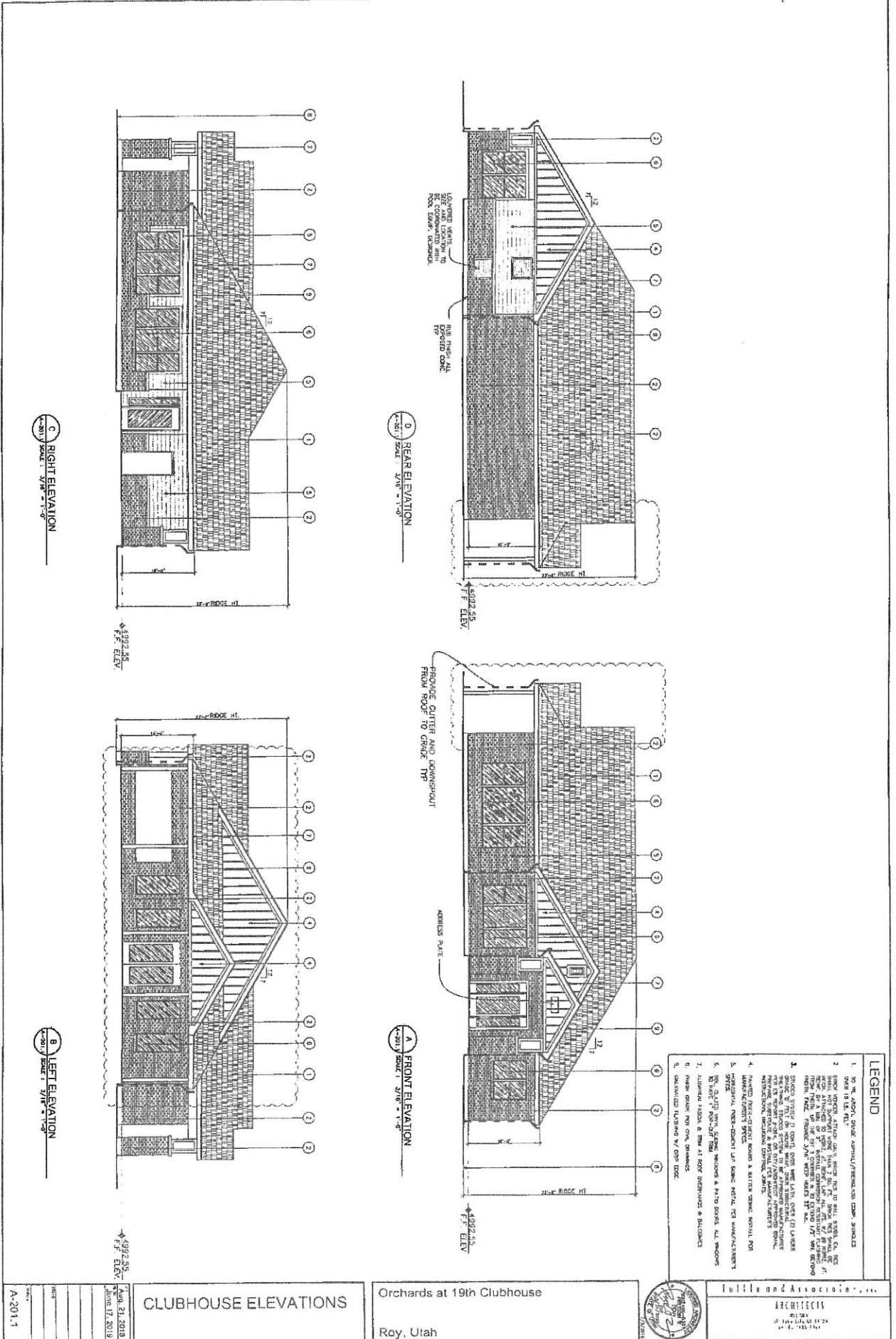
CLUBHOUSE FLOOR PLAN

Orchards at 19th Clubhouse
 Roy, Utah



Wille and Associates
 ARCHITECTS
 1111 1/2 S. 1000 E.
 SUITE 100
 OGDEN, UT 84401

CLUBHOUSE



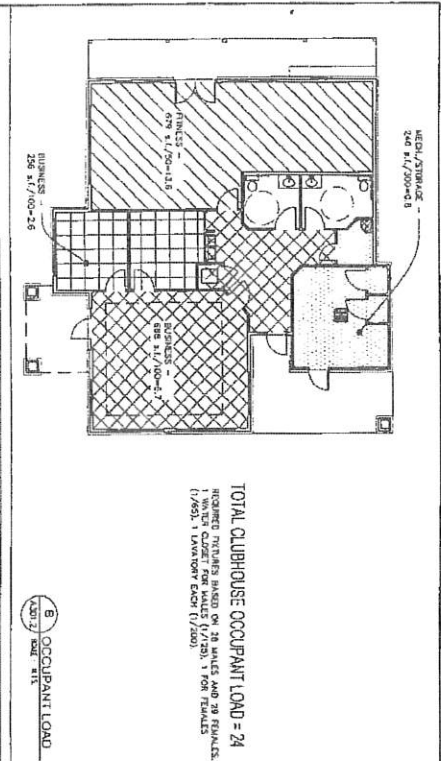
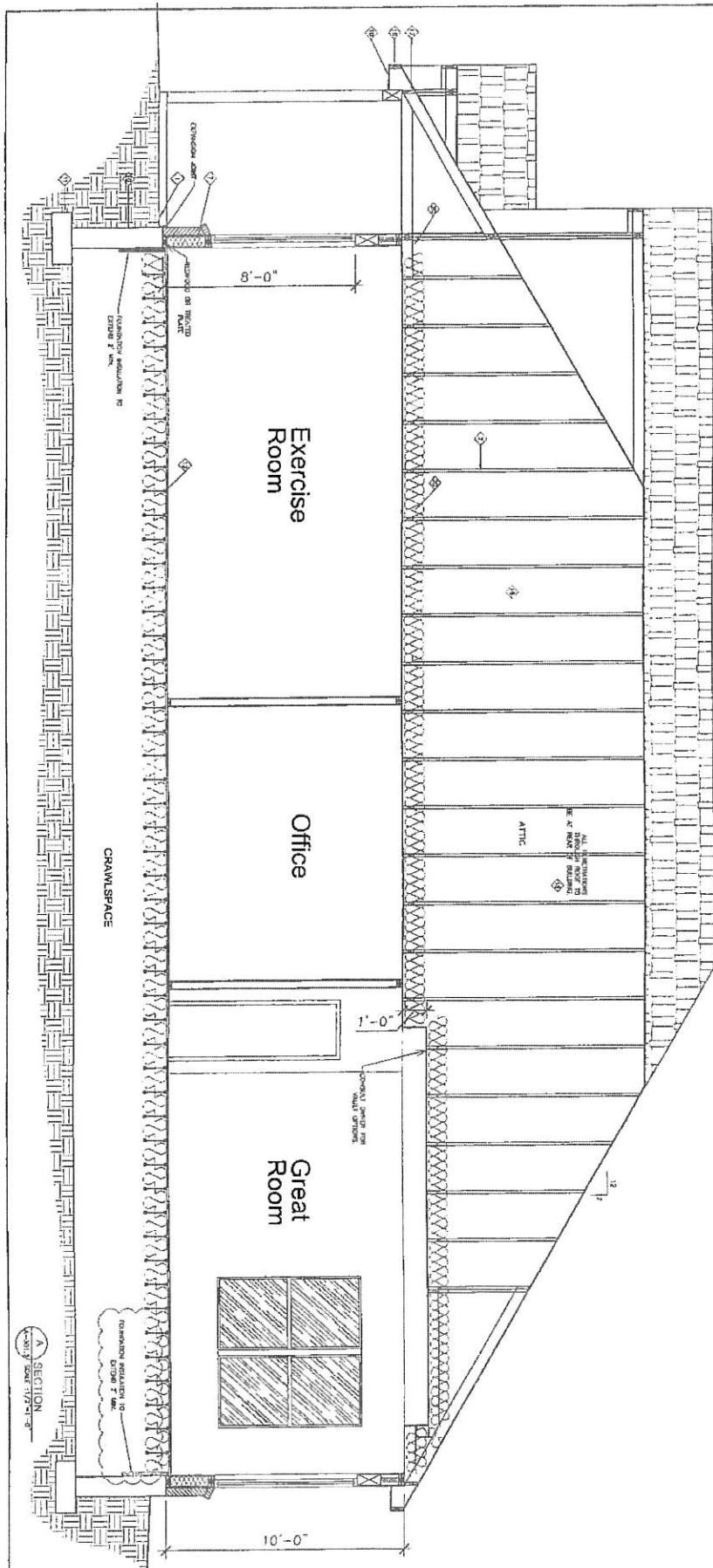
D REAR ELEVATION
SCALE: 3/16" = 1'-0"

A FRONT ELEVATION
SCALE: 3/16" = 1'-0"

C RIGHT ELEVATION
SCALE: 3/16" = 1'-0"

B LEFT ELEVATION
SCALE: 3/16" = 1'-0"

- LEGEND**
1. 2x4 W/ALUM. BRACE APPLIED/PREVENTS DOWN SINKING
 2. 2x6 W/12" OC BRACE APPLIED/PREVENTS DOWN SINKING
 3. 2x8 W/12" OC BRACE APPLIED/PREVENTS DOWN SINKING
 4. 2x10 W/12" OC BRACE APPLIED/PREVENTS DOWN SINKING
 5. 2x12 W/12" OC BRACE APPLIED/PREVENTS DOWN SINKING
 6. 2x14 W/12" OC BRACE APPLIED/PREVENTS DOWN SINKING
 7. 2x16 W/12" OC BRACE APPLIED/PREVENTS DOWN SINKING
 8. 2x18 W/12" OC BRACE APPLIED/PREVENTS DOWN SINKING
 9. 2x20 W/12" OC BRACE APPLIED/PREVENTS DOWN SINKING
 10. 2x22 W/12" OC BRACE APPLIED/PREVENTS DOWN SINKING
 11. 2x24 W/12" OC BRACE APPLIED/PREVENTS DOWN SINKING
 12. 2x26 W/12" OC BRACE APPLIED/PREVENTS DOWN SINKING



KEY NOTES

- 1. REFER TO ALL OTHER DRAWINGS FOR FINISHES, MATERIALS, DIMENSIONS, AND OTHER INFORMATION.
- 2. PROVIDE SLOPE FOR DRAINAGE TO EXTERIOR AT ALL FLOOR FINISHES.
- 3. PROVIDE SLOPE FOR DRAINAGE TO EXTERIOR AT ALL ROOF FINISHES.
- 4. PROVIDE SLOPE FOR DRAINAGE TO EXTERIOR AT ALL ROOF FINISHES.
- 5. PROVIDE SLOPE FOR DRAINAGE TO EXTERIOR AT ALL ROOF FINISHES.
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- 20. PROVIDE SLOPE FOR DRAINAGE TO EXTERIOR AT ALL ROOF FINISHES.

DATE: 21.2012
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: A-301.2

CLUBHOUSE SECTION

Orchards at 19th Clubhouse
 Roy, Utah

ARCHITECTS
 [Firm Name]
 [Address]
 [Phone Number]

Exhibit F **NOTES**

1. No Basements are planned for this development.
2. A 2" diameter Water Service will be provided to each Townhome Building.
3. Twin Homes will have a 1" meter for each Unit with a 1" Service Line.
4. Individual Sewer Laterals will be stubbed to each Townhome Unit.
5. Individual 4" Sewer Laterals will be stubbed to each Twin Home Unit.
6. A Trail will be included along the North Side of 2300 North and the East Side of 150 East as part of the Boulevard.
7. Apartment Buildings will have a Fire Sprinkler System.
8. Storm Water from this Development will be detained within a Region Pond constructed on Lot .
9. Fire Hydrants to have a maximum spacing of 500 feet.
10. Phasing is subject to change depending on building.
11. Townhomes do not have driveways or a setback along the Private Roads.
12. Townhomes will not have less than 10.0' spacing between each Building.
13. Maximum Height for the Townhomes will be 28.0'.
14. Maximum Height for Apartment Buildings will be 34.0'.
15. Apartments will not have less than 25.0' spacing between each Building.
16. Storm Water Detention will be within the Pond in Phase 4, with improvements to be developed per Phase.
17. Townhome Unit will include a 2 Car Garage for Residents Parking, and 75 Marked Stalls for a total of 469 Parking Spaces for Phases 1-3.
18. Lots within Phase 5 will have a 20.0' Front Yard Setback.

Exhibit G **DESCRIPTION**

A part of Section 32, Township 7 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, North Ogden City, Weber County, Utah:

Beginning at a point being 387.01 feet South 89°55'37" East along the Section Line and 276.07 feet South 1°09'39" West from the Section of said Section 32; and running thence North 88°55'51" West 715.83 feet; thence North 1°26'11" West 656.42 feet; thence North 88°54'16" West 234.39 feet; thence North 2°06'45" East 1317.28 feet to the Southerly Right-of-Way Line of 2550 North Street; thence South 88°32'44" East 829.54 feet along said Southerly Right-of-Way of 2550 North Street; thence South 1°09'36" West 185.5 feet; thence South 89°41'58" East 128.54 feet; thence South 1°09'36" West 1783.56 feet to the Point of Beginning.

Contains 39.686 Acres, more or less



Central Weber Sewer Improvement District

May 29, 2019

North Ogden City
505 E 2600 N
North Ogden, UT 84414

SUBJECT: Proposed Patriot Pointe Development
Will Serve Letter

TO WHOM IT MAY CONCERN:

We have reviewed the preliminary development plans dated 15 February 2019 for the proposed Patriot Pointe Development in North Ogden City. We can treat the sanitary sewer from this proposed development and offer the following comments.

1. Central Weber has the capacity to treat the sanitary sewer flow from this proposed development.
2. Details of any connection and/or manhole construction being made directly to Central Weber's main line will need to be submitted to Central Weber and approved prior to construction and the connection being made.
3. Any connection to Central Weber's line must be inspected by Central Weber while the work is being done. A minimum of 48-hour notice for inspection shall be given to Central Weber prior to any work associated with the connection.
4. Central Weber will not take ownership or responsibility for the condition, ownership or maintenance of the proposed sanitary sewer lines (gravity or pressure) or system that are proposed as a part of this development.
5. The connection of any sump pumps (or similar type pumps) to the sanitary sewer system is prohibited during or after construction. Central Weber's Wastewater Control Rules and Regulations state:

North Ogden City
May 29, 2019
Page -2-

Prohibited Discharge into Sanitary Sewer. No person shall discharge or cause or make a connection which would allow to be discharged any storm water, surface water, groundwater, roof water runoff or subsurface drainage to any sanitary sewer.

6. Impact fees will need to be paid to Central Weber Sewer Improvement District no later than the issuance of any building permits.

If you have any further questions or need additional information please let us know.
Sincerely,



Lance L. Wood, P. E.
General Manager

Cc: John Hansen



July 26, 2019

North Ogden City Planning
Re: Patriot Pointe

To Whom It May Concern:

We have reviewed the plans for Patriot Pointe, this property is not currently fully part of the Weber-Box Elder Conservation District. We will service this property after they have completed the inclusion requirements, paid all related costs and purchased the appropriate Cold Water Irrigation shares.

Please contact me with any questions or concerns.

Sincerely,
Charlett W Dean
Charlett W. Dean
Connections & Assessments
801-622-4342

471 West 2nd Street
Ogden, UT 84404
801-621-6555

North View Fire District

315 East 2550 North
North Ogden, UT 84414
Phone: 782-8159
Fax: 782-3532

September 5, 2019

Patriot Pointe Master Planned Community

As the Authority Having Jurisdiction (AHJ) I have been contacted about the required fire flows for the proposed Patriot Pointe Master Planned Community. The minimum fire flow requirement is 1000 gallons per minute. With this minimum requirement of 1000 gpm the Townhomes and Twin homes can be designed and built to have a square footage of 3,600 square feet or less per unit. If the Townhomes and/or Twin homes are larger than 3600 square feet than the fire flow will need to follow the table in the International Fire Code appendix B.

The apartment complexes will be required to have an approved fire sprinkler system in accordance with NFPA 13 or NFPA 13R. The minimum required fire flow for the apartments is also 1000 gallons per minute.

The Commercial Buildings will need a minimum fire flow of 1500 gallons per minute but it may range between 1500-2250 gpm depending on the design and construction of the structures.



Ryan Barker
Fire Marshal
Rbarker@northviewfire.com
801-782-8159



Technical Review Committee Meeting Letter

May 15, 2019

Re: Patriot Pointe MPC Project

The North Ogden City Technical Review Committee met on April 30, 2019 regarding the proposed plans for the Patriot Pointe project. The following comments and responses were made regarding the proposed site plan and subdivision:

North Ogden City Engineer:

- Need to have on site detention
- Detention area must be landscaped, either grass, possibly rock, or another material determined by City Staff.
- Geotechnical report will need to be completed and submitted to the City, which will give details on suitability of soils for development prior to approval.
- Low Impact Development right-of-way standards may possibly be used as an option. If opted to not use LID, need to provide letter explaining reasons for doing so.
- Street addresses - Please send Lorin a copy of the AutoCad file, and he will assign addresses.
- City will own and maintain stormwater system in public right of way.
- This development has combination of public roads and private roads. Site plan should identify public and private roads.
- Cross section for private driveway needs to be provided. Needs to meet fire department and other standards. Location of utilities need to be worked out.
- Need will-serve letter from Pineview Water and Weber Sewer District.
- High groundwater table. Land Drain system is recommended to facilitate drainage of water away from foundations.
- Detention for property needs to be on site.
- LID is currently scheduled to be implemented in March 2020.
- Intersection of 100/150 west and 2550 needs to be as close as possible to 90 degree intersection
- Apartment area only has one access in and out.
- Will need complete geotechnical report including information on private and public roads.
- Sewer may not need to be stubbed off to west on 2300 North.
- Some roads may not need to be connected with sewer.
- 2550 street needs to show dimensions for cross section. Needs to meet width specified in general plan.
- City will maintain sewer and other utility main lines on public streets.

Stormwater

- Need to resolve pond issue to provide information regarding storm water.

Culinary Water:

- Need to contact Jason Reney for further details regarding culinary water system.
- Need to use PVC pipe for culinary water.
- A pressure relief valve may be needed due to location at end of water system.
- 2 inch service will provided to each townhome building.
- Twin homes will need individual meters per unit for twin homes with 1 inch service lines.
- Need to accommodate meter strips in park strip.
- Apartment size requirement will be based on calculations.

Sanitary sewer:

Townhomes will need to have individual laterals per unit.

- Spacing and sewer per city standards based upon pipe slope. Install green sewer pipe. Land drain pipe needs to be white. Tracer wire is required on laterals.
- For townhomes laterals will be 4 inches to individual units. Apartments will be 6 or 8 inch width. Twin homes will be single line to individual units with 4 inch width.
- Maximum one foot of depth for grade rings on any manholes.

Parks and Recreation:

- Park is primary concern for project. Trail running along 2300 north. Needs to meet public Works Standards requirements for trail.

Northview Fire:

- For fire truck access on the apartments. If all units have sprinklers one vehicular access is sufficient. 26 of asphalt is necessary for access road. Fire hydrant placement will be approved by Ryan Barker.
- Ryan Barker at Northview Fire may need to conduct a fire flow test to determine allowable square footage and/or units. Results will be provided when completed. Livable space or units will be limited by available fire flow.

Pineview Irrigation:

- Main lines will be run down City Streets with 2 inch service lines. Each will be metered. Not all property is in the Pineview Water District. Shares will need to be purchased. Pineview will need greenspace drawing to evaluated amount of water shares needed. Will be required to get will-serve letter.
- Main will be run out onto 2550 North.
- Secondary water is required for new residential development in North Ogden City.
- DR-18 purple pipe is required. Doug will provide specifications when drawing is provided.

North Ogden City Planning:

- The applicant has applied for the MPC Zone. City Council and Planning Commission consideration for approval of the rezone would be based on guidelines in the General Plan.
- Need to make application for a subdivision associated with this project.
- Please check our City ordinance and follow it exactly regarding the correct signature blocks for subdivision plats. Please use the correct signature blocks on our plats, so that there are not issues with recording the plat or having the proper signatures on the subdivision plat at the time of recording. Incorrect signature blocks will create delays and potentially other problems with recording subdivision plats.
- Need drafted, full set of plans in order to be scheduled for consideration of preliminary approval by the Planning Commission. These plans need to be submitted at least 3 weeks prior to a given Planning

Commission meeting to the City Engineer and Planning Department, in order to be scheduled for that meeting, and provide sufficient time for Staff Review.

- Planning Commission is able to require a fence between incompatible uses, as a requirement when a new subdivision is approved.
- Landscape plan should include a statement that equivalent plants may be substituted.
- See List of Needed Materials document dated and provided from meeting on 4/30/2019.

If you have any questions or concerns, please contact Rob Scott, our City Planner at (801) 737-9841 or the Planning Department at (801)782-7211.

Sincerely,

Brandon Bell, CNU-A

North Ogden City – Associate Planner

505 East 2600 North

North Ogden, UT 84414

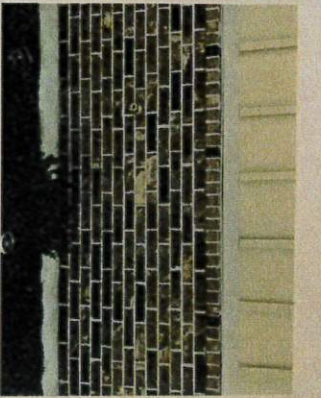
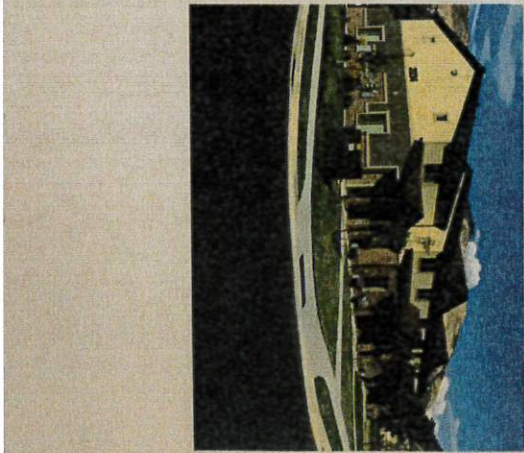
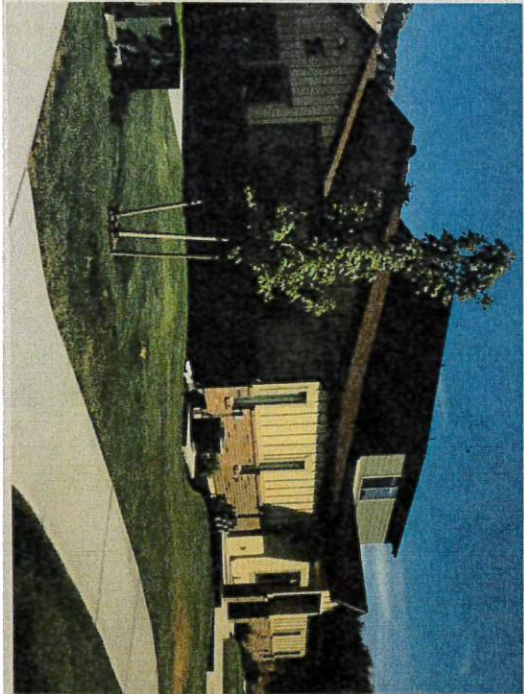
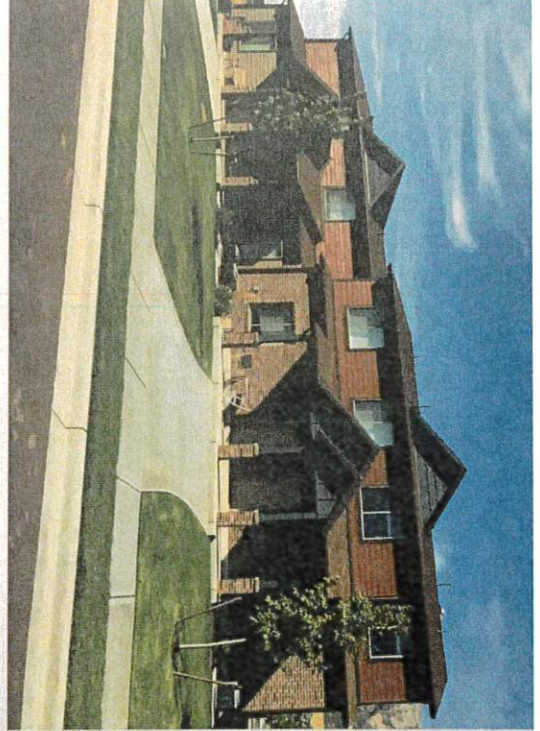
bbell@nogden.org

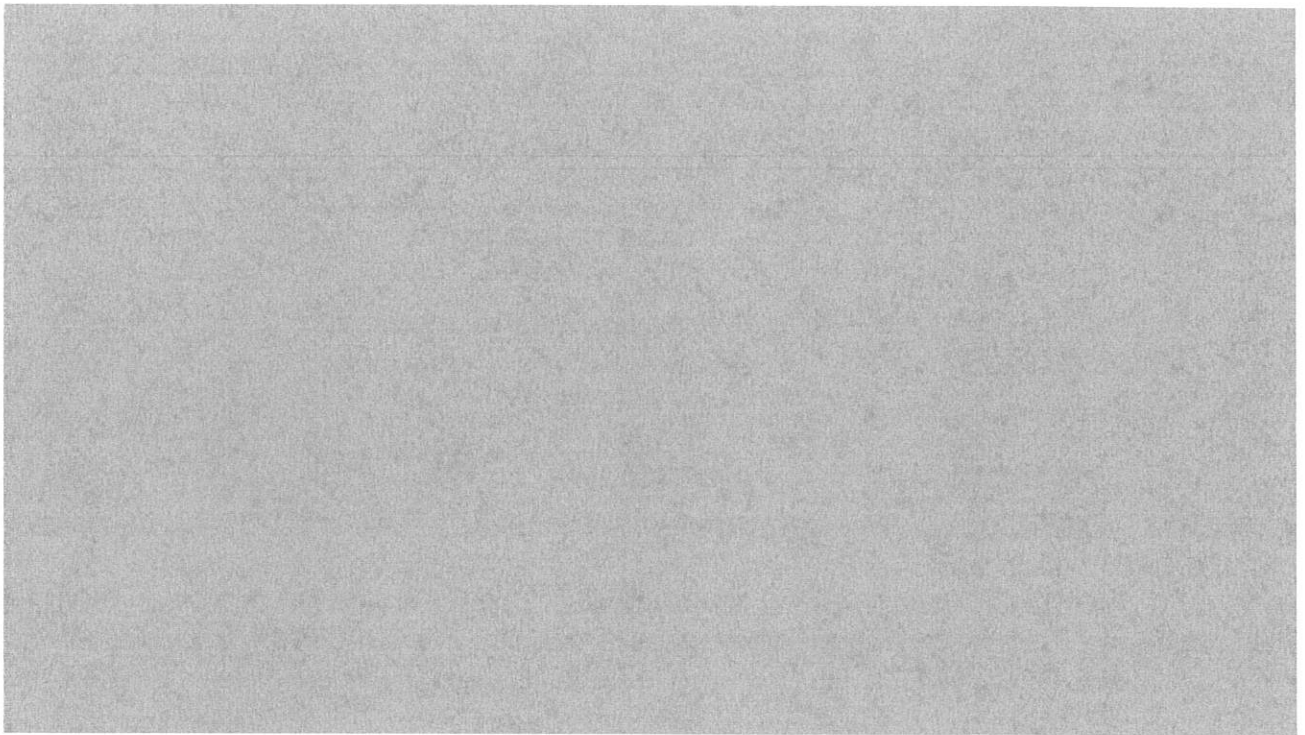
(801) 737-2216



Exhibit J

Approved *City Council 12/17/19





8. **ZMA 2018-08 Public hearing, consideration, and recommendation on a legislative application to rezone land located at approximately 200 East 2550 North from Suburban Residential (RE-20) to Master Planned Community Zone (MPC-PP).**

A staff memo from Planning Director Scott explained when the City is considering a legislative matter, the Planning Commission is acting as a recommending body to the City Council. The City has wide discretion in taking legislative action. 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.

The applicant has submitted an application to rezone the property at approximately 200 East 2550 North from Suburban Residential (RE-20) to Master Planned Community Zone (MPC/PP). A development agreement is also attached as part of the rezone consideration. In addition, a subdivision application and site plan application will be considered for approval subsequent to the rezone.

A joint work session with the Planning Commission and City Council was held on June 5, 2018. The following summary of discussion conclusions is listed below:

- Quality Building materials / no stucco
- Property to be managed by the owner through a management company
- Amenities to be determined with trails, community center, etc. to be included in the site design.
- Parking is a key issue with meeting city parking standards.

- Approximately 391 dwelling units; density of approximately 14.4 units per acre.
- Future phases to be shown as future development; separate development agreement to be processed for future phases.
- Commercial will be done in the phases that front onto 2550 North; 5% of the project.
- 150 East cross section to be reviewed and designed as a boulevard. (A sample of the initial design is included in the packet.)

A concept plan was reviewed at the April 17, 2019 Planning Commission meeting. The Planning Commission conducted a field trip to examine similar style developments on August 21, 2019.

ANALYSIS

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 multi-step 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 Patriot Pointe/Double OTT Ranch proposal is for a mixed-use project (residential and commercial) that will be built in multiple phases. (See Exhibits B, D, E, and F) A Technical Review Committee meeting was held on May 15, 2019. (See Exhibit I)

The applicant has prepared a conceptual site plan, a project narrative, and building elevations that shows the Patriot Pointe project surrounding the future city park/detention pond. The residential component has three housing types, i.e. townhomes, twin homes, and apartments. The commercial development will be two buildings on a little over 2 acres. There will be 7 phases to the project. The initial 3 phases are townhomes, phase 4 is identified as the future city park/detention pond, phase 5 will be twin homes, phase 6 the commercial, and phase 7 the apartments.

Project Summary

Residential

Apartments	144 (6 buildings)
Town Homes	197 units (39 buildings)
Twin Homes	50 units (50 buildings)
Total Units	391 units on 29.856 acres / 13.1 units per acre

Commercial

Commercial has approximately 14,000 square feet in two buildings

Density

The Master Planned Community zone has a density range of 6 to 18 units per acre for medium density projects. The overall density is 13.1 units per acre.

Park and Detention

North Ogden City is working jointly with the applicant and property owner to relocate the detention basin from 2600 North to this property. That design will be forthcoming to the Planning Commission as a site plan review. The park and detention property will remain in the RE-20 zone. Staff will be presenting an institutional zone in the future for all City parks and facilities.

Amenities

The project narrative (see Exhibit B), describes the amenities for the project. The applicant is also the owner for the adjoining Ranches project. The clubhouse for The Ranches project is to be shared by the residents of the Patriot Pointe project. Documentation needs to memorialize this commitment. The applicant has provided a clubhouse plan. The required landscape plan will need to show the described dog park and playground amenities.

11-7K-5 DEVELOPMENT STANDARDS

Staff has reviewed each of the design standards and provided an analysis.

A. Building Placement and Massing

1. Setbacks

Building facades should comprise at least 50% of all other public street edges. Buildings setbacks for major streets are to be 0 to 10 feet while all other streets may have setbacks with a minimum of 15 feet.

Building setbacks – minimum of 15 feet on minor streets.

Analysis: There are no minor streets in the project. The two parking lots along 150 East will need to be considered as to location and design. The current configuration does not meet the 50% building frontage standard. By moving the two apartment buildings to be adjacent to 150 East and in front of the parking this standard would be met. The applicant needs to provide verification that this standard is met.

Staff recommends that no parking lots be located along 150 East.

The setbacks for these units need to be identified and approved. An exhibit showing setbacks for all buildings to property lines, between buildings, and to any streets, needs to be provided by the applicant.

Buildings 105 and 106, do not meet the required 20' setback. Building 104 may not either. However, at the 28 feet in height shown for the townhomes, these buildings need to be at least 24' from the property line under the current MPC standards so a modification would need to be included in the development agreement.

Setback distances are needed to exterior property line for buildings 101, 102, 104, 106, 203, 204, 309, 310, and 311 to the property line. The setback distance is also needed from buildings to all public and private streets.

The minimum setback for garages, with a driveway needs to be 20 feet. These dimensions need to be shown on the plan. Staff will address setbacks on the edges of the property and proposed limits of the zone later in this report.

2. Zero lot lines: None requested.

Analysis: However, similar to zero lot line lot arrangements, the applicant is proposing a number of townhomes that have essentially a zero-foot setback from a private street, over an extended length of property. The Notes exhibit states “Townhomes do not have setback along private drive.” This issue is addressed below in the Design Consideration subsection.

3. Building orientation

Entrances shall front onto major streets. Minor streets may be altered with appropriate landscape buffer yards.

Analysis: The layout of the project includes building entrances that front adjoining properties. This item is addressed in the Land Use and Buffering subsection.

B. Building Heights

The building heights are specified below and will be reviewed against the following height table.

Land Use	Commercial, Office & Vertical Mixed-Use or residential flats	Condos, Townhomes, single purpose apartments	Single Family, Twin Homes, & 4-unit buildings	Civic Uses & other stand-alone uses
Minimum Building Height	Two Stories or 24'	Two Stories or 24'	One Story or 14'	One Story or 14'
Maximum Building Height	Four Stories or 50'	Three Stories or 36'	Two Stories or 24'	Three Stories or 36'

Analysis: A variety of building heights are allowed depending on the building type/land use type, shown in the above table. The proposed height for these building types/land use types is within the allowed maximum height of 36 feet and three stories for townhomes and apartments. A table showing building heights by housing type needs to be included in the development agreement. The proposed maximum building heights identified by the applicant, in the ‘Notes’ document (see Exhibit F) are: Townhomes at 28 feet and Apartment Buildings at 34 feet. The maximum height for the twin homes has not been specified, and needs to be identified by the applicant (see Exhibit F). Heights listed on plat should be consistent with those listed in the development agreement.

C. Land use Impact and Buffering.

Landscape buffers and any fencing must be shown on the landscape plan. Building setbacks to adjoining zones reflect a setback of 20’ for buildings up to 24’ in height (measured to the

peak of the roof). Additional height may be allowed with an additional foot of setback for every one additional foot of height.

Analysis: The applicant has not submitted a detailed landscape plan. The concept landscape plan is contained in the colored rendered site plan. A detailed landscape plan is needed as part of the site plan review approval. The Planning Commission needs to determine whether the above landscape buffers would apply to a private drive.

Since the townhomes are 28 feet in height (see Exhibit F), they are 4 feet over the 24 feet height limit to qualify for the 20' setback at property boundaries. An additional 4' needs to be added to the setback at the property boundary or this would be a modification approved in the development agreement, and additional setback distance will need to be added if the height increases.

Regarding the surrounding properties, the Ranches project is located to the east of this property, (which is a similar project with a compatible land use). There is vacant land to the south, and to the west, part of the property is vacant, and part of the property is occupied with townhomes. The backs of those townhomes adjoin the project property. Given these conditions, the Planning Commission needs to determine if the design configuration with the townhomes facing onto the exterior of the property is acceptable.

D. Architectural Design and Materials. Repetitive designs for projects over 5 buildings is not acceptable. The project has three basic design styles. The exterior brick and colors will be varied., e.g., no more than 4 color schemes per housing type, in addition to the roof color is allowed per project. Building materials will need to be provided for each building type along with a color palette.

Analysis: The Color board shows colors for townhomes only. The applicant needs to provide colors for the other buildings. This could be done as part of later phases. The proposed building materials for the townhomes and clubhouse are brick and fiber-cement board. The proposed building materials for the apartments and twin homes are brick and fiber-cement board, but also included stucco as a proposed material. One desire worth noting specified by the City Council and the Planning Commission in earlier meetings was the desire for no stucco in the project.

E. Signage

Analysis: No sign plan has been provided. The applicant needs to submit one if a sign is desired at this time. Staff recommends signage approval be assigned to staff for completion, but shall not exceed 25 square feet of copy area in any location. Limiting to 3 signs is recommended.

F. Open Space (A minimum of 20% is required)

Analysis: There is a common greenspace along the west side of 150 east. The applicant has provided the percentage of open space, for all but one phase. The total percentage of open space among the phase specified is 32.5%. The phase for the twin homes is at 19% and the phase for the commercial specifies that it will have 20% minimum but does not provide a total acreage. The applicant needs to submit total acreage of all roads (public/private), driveways, building footprints, landscaping, and parking.

G. Landscaping

A detailed landscaping plan is required with a minimum of 20% onsite landscaping for the project.

Analysis: A very conceptual landscaping plan has been submitted (see Exhibit C). However, a detailed plan is required. This should include species and variety/cultivar of plants, quantity of each plant type, location, and some indication of the size that will be planted. This project has committed, via an agreement, to have 25% landscaping. Initial designs indicate this percentage will be met with landscaping and plaza common space.

H. Outdoor Lighting

Analysis: (Street lighting details have not been submitted. Building lighting is required to be directed downward, and shielded to mitigate light pollution. Staff can be delegated the duty of verifying lighting compliance with dark sky goals.)

I. Streets and Pedestrian Ways.

Analysis: 150 East is a collector street and has a 66 foot right of way. This roadway cross section needs to be designed as a boulevard with appropriate streetscape to be approved by the Planning Commission. An appropriate street cross section design will be presented at the Planning Commission meeting. There are two other public streets 2300 North and 2225 North.

The streets in the project are comprised of private lanes and private drives. The private lanes directly access the garages for the townhomes. The sidewalk design and walkways should be included with the site plan when considered for site plan approval.

The site plan shows basic roadway access and sidewalks for pedestrian ways. The Parks and Recreation Director has specified that a trail which meets the Public Works Standards needs to be provided along 2300 North.

J. Other Forms of Transportation

Analysis: The project site lends itself mainly to connecting to adjacent roadways. Coordination on alternative transit opportunities should be explored.

K. Parking Areas. Vehicle Parking, Typical Required Vehicle Parking Spaces, Bicycle Parking.

Analysis: The site plan design needs to identify specific parking layout with specific dimensions and parking numbers.

Parking Summary

Residential Parking (2 stalls per dwelling unit)

Townhouse Garages (2 per unit) with some surface parking

Twin Homes (2 Car Garages)

Apartments – Surface Parking (Required 288 stalls)

Clubhouse – Additional Units need to be calculated

Total 782 / 2 stalls per unit, in addition to clubhouse parking

Commercial Parking

Requirement: 1 stall per 200 square feet or 5 stalls per 1,000 square feet of commercial = 70 stalls

L. Environmental This standard relates to building, landscape, and solar design. The ordinance suggests a design that emphasizes extensive landscaping, building recesses, porches, and parking that uses concrete that absorbs sunlight. This reflects the need for observing best design practices in the project layout.

Analysis: The Planning Commission should identify any items they would like the applicant to address.

M. Requirements Unique to Residential Uses.

The following shall apply to residential uses:

Multi-family residential use shall comprise a variety of types of housing, fulfilling housing needs with a wide assortment of housing choices.

Analysis: Patriot Pointe has 3 housing types, apartments, townhomes, and twin homes. The final design for the building elevations should take these standards into account.

1. The following standards shall be required for multi-family residential:

1. Properly designed off-street surface parking hidden from streets, parking terraces, or underground parking. Attached or detached garage units associated with multi-family development should be rear loaded. Where only front-loaded garages are possible, they shall be subservient and setback 5 feet from the front façade and at least 20' from the front property line.
2. Flat roofs with a parapet and pitched roofs with a 4/12 pitch or greater, unless otherwise approved by the Land Use Authority.
3. Extensive windows facing streets, alleys and pedestrian connections.
4. Covered porch entrances.
5. Entry sidewalks that connect directly to public sidewalks.
6. Livable balconies of 50 square feet or larger with a minimum of 5' in depth
7. Material variety
8. Building relief

Analysis: The Planning Commission should determine if garages fronting onto the private streets meet the 'rear loaded' requirement or approve a modification in the development agreement. The plans that have been provided for the townhomes don't show if the garages have been setback 5 feet from the rest of the façade or not. The sidewalks connecting to the townhomes are not understood to be public. The Commission should determine if these issues meet the requirement as proposed, or if not, if they recommend that these standards should be adjusted. The pitch on the townhomes, apartments, and twin homes are either not provided, or not clearly readable.

DESIGN CONSIDERATIONS

Staff has concerns about the garages for many of the townhomes fronting onto the road listed as a 'private lane.' The current design will cause these lanes to function as a very long alley, with little to no interruption and only two intersections with cross streets in the entire townhome area of the project.

A related design concern is that other townhomes have garages and driveways facing onto public streets (see Exhibits C and D). This presents a concern with the number of driveways and vehicles fronting onto the streets, as well as the aesthetic impact on these public streets.

Another consequence of loading the garages onto the private lanes with the front facades facing the edge of the project, is that many of the buildings face onto the adjoining property. This will affect the primary view for many of the residents of this development. Since the applicant does not control the surrounding property this places the primary view for many of the townhomes, facing either a view of a dissimilar or incompatible land use, or the back of another property or a fence. Staff recommends that the Planning Commission should give consideration to this aspect of the design.

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 may need a modification. As part of the Planning Commission review these should be identified.

Staff recommends the Planning Commission conduct the public hearing and obtain input. Review the application and make recommendations to the City Council. The Planning Commission can find that the application is consistent with the General Plan.

The following items are needed:

1. Front the apartment buildings onto 150 East
2. Provide the missing setbacks distances to exterior property line for buildings 101, 102, 104, 106, 203, 204, 309, 310, and 311 to the property line, and the setback distance to all public and private streets.
3. Provide an exhibit showing setbacks for all buildings to property lines, between buildings, and to any streets or private drives.
4. Townhomes that are adjacent to other zones must have a 24-foot setback or obtain a modification.
5. Show the required 20-foot garage setbacks on the plan.
6. Specify the building heights for the townhomes.
7. Submit a detailed landscape plan with the site plan application.
8. Submit a subdivision application.
9. Leave the park/detention property RE-20 zone in place.
10. Remove the fence along the west side of the Ranches project to enable the Patriot Pointe residents to access the clubhouse. Provide documentation that the Ranches clubhouse is accessible to the Patriot Pointe residents.
11. Include in the landscape plan the details for the playground and dog park.
12. Coordinate with UTA regarding public transportation amenities.

13. Determinations – The Planning Commission should make a determination for the following:
- What should the townhouse setbacks be at the property boundaries?
 - Is the design configuration with the townhomes facing onto the exterior of the property acceptable?
 - Is stucco an acceptable building material?
 - Is the cross section for 150 East acceptable?
 - Are the garages loading onto the private lane acceptable?

GENERAL PLAN

The following excerpt from the General Plan describes the parameters for using the Master Planned Community Zone. The proposal is consistent with the following General Plan provisions.

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.

The memo offered the following summary of potential Planning Commission considerations:

- Does the application meet the purpose/intent of the MPC zone?
- Does the proposal meet the North Ogden Zoning ordinance standards?
- Is the overall layout acceptable?
- Are the building elevations, building materials, and colors acceptable?
- Does the Planning Commission agree to leave the RE-20 zone in place for the park detention property?
- Are the proposed amenities for the project acceptable?
- Is the 150 East streetscape acceptable?
- Are there any modifications that should be included in the development agreement?
- Does the Planning Commission have any other items they want the applicant to address?

STAFF RECOMMENDATION

The memo concluded that staff recommends the Planning Commission identify any items they want the applicant to address and specify any provisions that they want in the development agreement.

Mr. Scott reviewed his staff memo and the various components of the project to be addressed in the development agreement.

Vice-Chairman Mason stated this application pertains to the zoning of the property, but there are many technical project components discussed in the staff memo. Mr. Scott stated that is because those issues will be addressed in the development agreement, which will accompany the zoning designation. Vice-Chairman Mason asked if the zoning would be held up if the Planning Commission is opposed to something that is addressed in the development agreement, such as the use of stucco on dwelling units. City Manager/Attorney Call stated that the MPC zone has been designed in such a way that a development agreement is required before the zoning can be approved. The details of the development agreement must be determined as the time that the zoning is changed. That is why Mr. Scott is referencing all the details in the development agreement.

Commissioner Waite asked if the City park at the project is considered as part of the open space for the project, to which Mr. Scott answered no. Commissioner Waite asked if the parking lot for the park will be considered as part of the parking for the project, to which Mr. Scott answered no.

The public hearing was opened at 8:08 p.m.

John Hansen, 1165 W. 4000 N., Pleasant View, stated there will be no stucco in the project, so that should address one of the determinations the Planning Commission has been asked to make. He noted the only thing he is concerned about is rear loaded garages for the multi-family buildings. This is because he is unsure how the properties to the south and west will be developed, but he will do everything he can to make the rear of the buildings attractive to neighbors. The building will be first class and similar to other developments he has completed in the community. He is grateful to staff for their assistance in navigating through the process of complying with the MPC zone and he was pleased to hear of the Council's decision to approve the community pond, which ties in with his project. He noted the Patriot Pointe name is in remembrance of the City's Mayor, Brent Taylor, who was killed in action in Afghanistan. The property owner, Orluff Opheikins, has talked about erecting a monument in remembrance of Mr. Taylor in the park. He stated that both he and Mr. Opheikins want to create a very friendly feeling for the entire community and for all residents that will live in the project.

Vice-Chairman Mason referenced the site visit that the Planning Commission participated in to view a similar development. The development was very nice, included high-end homes, and appeared to be a desirable place to live. That comes at a cost. The density of the project. One thing he felt was lacking was a drop-off or loading zone that could accommodate cars that just need to park for a few minutes rather than forcing the drivers to find a parking spot in the development. This could also accommodate delivery vehicle drivers who would prefer

to pull up to a front door of a resident. Mr. Hansen stated there is a visitors parking area in the proposed project, but he understands the need to make drop-offs or deliveries easier.

Julie Anderson, 940 E. 2600 N., stated that most of the questions she had about the project were answered by Mr. Scott during his presentation and review of his staff memo. She stated that for this MPC project, she would like for the City and developer to get it right the first time so that it is not necessary to keep coming back for multiple amendments. This would benefit the entire City. She wondered what phase of the project the pond will be constructed in. She previously understood it would be done in the third phase, but then Mr. Scott has mentioned that it can be constructed at any time. Mr. Scott stated that is correct and that is a matter for the City to determine independent of the developer. Ms. Anderson then referenced the maximum building height allowed. The code allows for heights of 24 to 36 feet, but the development agreement cites 28 feet and she asked if that means that three-story townhome buildings can be constructed in the project. She then referenced the site plan for the project and stated that the layout it includes for the pond is not representative of what was previously approved by the City Council. Mr. Scott stated the design of the pond is not part of this project and the concept plan that the Commission is reviewing was developed over a year ago. Ms. Anderson stated she understands, but the concept plan should be changed to include what was approved by the Council. Otherwise, people will review this plan and develop their own ideas about what is going to be developed and they will be surprised to learn that it will truly be just one big pond with no green space. She then stated that the packet information indicates that the subject property is not part of the Weber Box Elder Conservation District and that the applicant will be required to purchase the needed Coldwater Irrigation water shares to serve the property. She wondered if that has been done yet. An individual in the audience indicated it has not been done yet, but will be done before development can occur.

Commissioner Waite then noted that this applicant is for preliminary approval only. The development cannot proceed until several things are done. Ms. Anderson stated she understands, but wants certain matters to be clarified.

Ken Crockett, 1105 E. 5050 S., South Ogden, stated he is one of the developers of the project and wished to respond to Ms. Anderson's comments. The concept plan was drawn one year ago, as Mr. Scott mentioned, and the developer did not want to spent more money changing the plans to reflect the City's desires for the community pond until that design is finalized. He noted the plans are to include 28-foot two-story townhome buildings. Both floors will have nine-foot ceilings, which requires 10-foot joists and the roof pitch is seven to eight feet tall. The apartments in the very front of the project are planned to be three-story, but all townhome buildings will be two-stories. Heights can vary from one to two feet depending upon the ground elevation. He then concluded that no stucco will be included in the project.

Commissioner Nancarrow asked if there is any concept for the commercial uses on the site. The staff report indicates that mixed-use buildings could be four-stories in height. Mr. Crockett stated there is no conceptual plan for the commercial aspect and that will not be determined until the developer has some idea of the likely tenants of the space. This could take two to three years to determine. He then also referenced the matter of rear-loading or front loading. The conceptual design and layout is based upon the City's road layouts and the potential future development of abutting properties.

Commissioner Nancarrow then referenced the items listed in the staff report as matters that must be addressed by the applicant. She asked Mr. Crockett if he envisions any difficulty in meeting any of those requirements. Mr. Crockett stated tonight is the first time he has seen the staff report so he cannot respond right now, but he has been working with the City over the last year and a half to comply with all requirements and he is not hesitant to cooperate with any requests made by staff or the Commission.

Vice-Chairman Mason referenced the 'bottom-right' corner of the concept plan and noted that is an area of the project for which rear-loading is designated. He stated that can be problematic due to how the layout will impact future development opportunities. He asked Mr. Crockett if he owns the land abutting the bottom-right corner of the plan. Mr. Crockett stated it is his understanding that property is located in Harrisville City and neither he or North Ogden City have any control over its future development. Vice-Chairman Mason stated that with townhomes facing that property will limit the future development of that site. He stated it is his opinion that it will limit the future development, but he wondered what type of development may be suitable for that property in the future. Mr. Crockett stated that there will be a landscape buffer and walking trails around the project and that should provide some separation between the rear loaded units and the potential future development types that could occur on the abutting vacant property. This led to high level discussion among the Commission, the applicant, and staff regarding the difference – if any – between a front yard abutting a back yard and two back yards abutting one another. Commissioner Nancarrow stated that the Commission visited a development near the Weber County Fairgrounds and one of the rows of housing units were rear loaded and the front yards of the units abutted the rear yards of homes in an adjacent development. She felt the transition between the different developments was quite nice and it was not a negative in its appearance. Vice-Chairman Mason stated his brother bought a home in North Ogden that abutted a flag lot. His front yard was directly abutting the rear yard of the home on the flag lot and it felt odd, though that feeling is difficult to define. Mr. Crockett stated that anyone interested in buying a home in a potential future development of the abutting vacant property would be able to visit the area and see that their home may abut a rear loaded townhome unit. They would have the opportunity to determine whether they want to live in that in that environment.

Mr. Scott stated City staff has discussed this development with Harrisville City given that the project area abuts undeveloped property in Harrisville, they are aware of the plans for this development.

Commissioner Nancarrow made a motion to close the public hearing. Commissioner Waite seconded the motion.

Voting on the motion:

Vice Chairman Mason	aye
Commissioner Arner	aye
Commissioner Barker	aye
Commissioner Lunt	aye
Commissioner Nancarrow	aye

The motion carried.

The public hearing closed at 8:29 p.m.

ZMA 1018-08 Consideration and recommendation

Commissioner Waite asked if staff needs a motion and recommendation from the Commission regarding both the preliminary plan and the development agreement. Mr. Call stated that there is no requirement to finalize a recommendation regarding the development agreement tonight and the application is likely not ready to be forwarded to the City Council, but it would be helpful for the Commission to provide staff and the applicant with some input regarding some of the outstanding issues referenced in the staff report. However, if the Commission is comfortable with what has been presented, they can forward a recommendation to the City Council and allow that body to work through the details of outstanding issues.

Vice-Chairman Mason stated that one thing he likes about the project is that it will be managed by a corporation as rental of units is allowed. He added he feels this is a good product to be constructed in the area and fits with surrounding development and potential future development. He added that conceptually, the plan fits the General Plan. He does still have some concerns about the rear loaded units on the south end of the development, but that is not reason to delay or deny the development plans.

Commissioner Barker referenced a townhome development in Ogden on 17th Street where the units are located very close to the public street. He is concerned about reduced setbacks and tall building heights for this proposed project. Vice-Chairman Mason stated that according to the concept plan, the units in the proposed development will be very close to private drives, but not on public streets. The Commission briefly discussed the appropriateness of allowing taller buildings with reduced setbacks on private drives in the interior of the project and indicated they felt comfortable with what the applicant has proposed.

Commissioner Nancarrow stated the concept of a garage in the rear of a townhome unit does not concern her because it improves the appearance of the front of the unit, but her concern is the length of the road leading to the garages. It is troubling aesthetically, but she wondered if it is safe. Commissioner Waite agreed and added that snow removal on those roads will also be difficult, but this is an HOA development and the City will not be required to deal with those problems. Commissioner Nancarrow stated the City does need to evaluate emergency response access to the project. Commissioner Waite agreed and added that the roads are designed to provide access to all areas of the project.

Mr. Scott referenced the 13 outstanding matters listed on page eight of his staff report. If the Commission is not concerned about those issues, it is not necessary to discuss them, but he

would like for them to be addressed to ensure a tight development agreement for the project is presented to the Council.

Commissioner Nancarrow referenced the five bulleted sub-items for issue number 13. The matter of garages locating onto a private lane has been addressed and the Commission indicated they are comfortable with the design. The cross-section for 150 East is acceptable. The applicant has indicated they have no plans to use stucco in the project. The design configuration with the townhomes facing onto the exterior of the property has been discussed and there were no strong objections and the townhouse setbacks may be adjusted based upon the building heights that are proposed for the townhomes.

Vice-Chairman Mason then stated that he did not hear any objections or opinions regarding the other 12 items listed in the staff report.

Vice-Chairman Mason made a motion to forward a positive recommendation to the City Council for ZMA 2018-08, rezone of land at approximately 200 East 2550 North from Suburban Residential (RE-20) to Master Planned Community Zone (MPC-PP), based on the findings and subject to the conditions listed in the staff report, and based upon compliance with items 1-13 listed on page eight of the staff report, citing the Commission's feelings about the bulleted sub-items of item 13, and supporting a modification of the 24-foot setback requirement. Commissioner Lunt seconded the motion.

Voting on the motion:

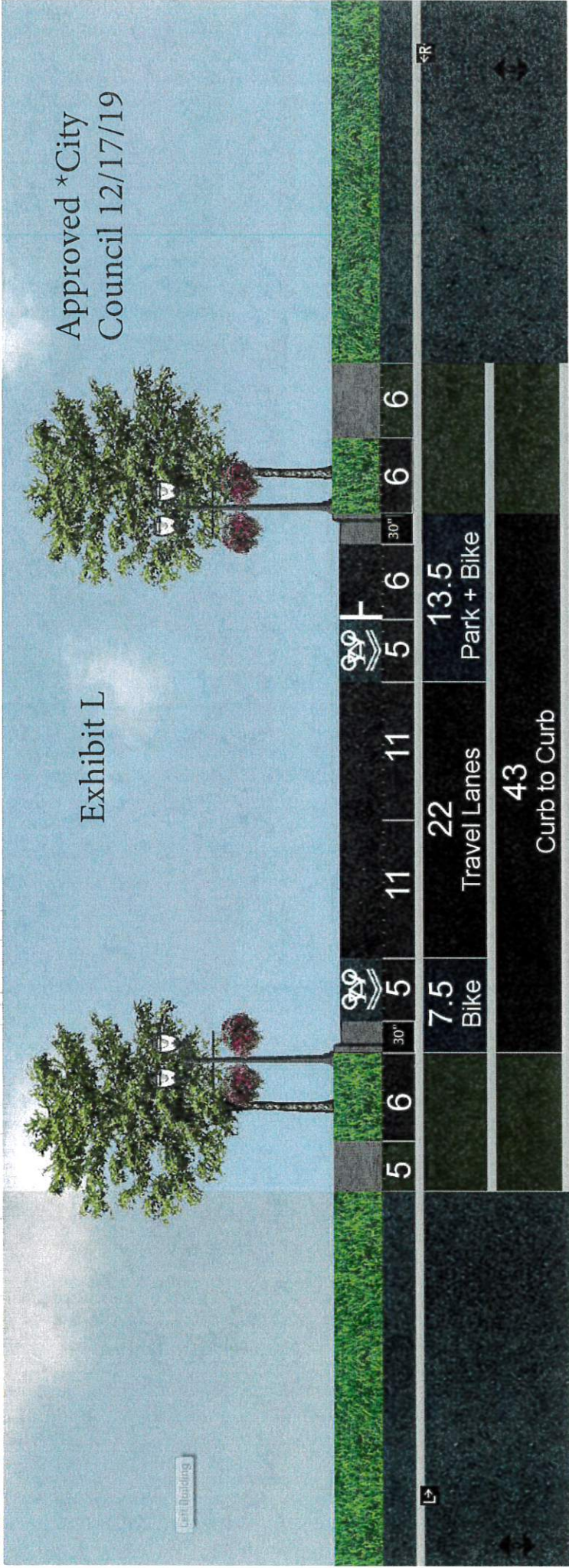
Vice Chairman Mason	aye
Commissioner Arner	aye
Commissioner Barker	aye
Commissioner Lunt	aye
Commissioner Nancarrow	aye
Commissioner Waite	aye

The motion carried.



Approved *City
Council 12/17/19

Exhibit L



Left Handings



Exhibit M

Approved *City Council 12/17/19

<u>Building Type</u>	<u>Height</u>	<u>Parking Stalls</u>
Town Homes (Ph.1-3)	26-28 Feet	462
Club House		To Be Determined At Time Of Site Plan Review
Twin Homes (Ph.4)	25 Feet	48
Apartments (Ph. 5)	41 Feet	319
Commercial (Ph. 6)	24 Feet	106

December 10, 2019