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LEANN H KILTS, WEBER COUNTY RECORDER
15-DEC-17 248 PM FEE \$154.00 DEP DC
REC FOR: NORTH OGDEN CITY

THE VILLAGE AT
PROMINENCE POINT
DEVELOPMENT AGREEMENT
Amended Agreement #A29-2017

THIS DEVELOPMENT AGREEMENT, hereinafter (“Agreement”), is made and entered into this 6th day of November, 2017, by and among Meritage Companies, LLC, an Alaskan limited liability company (Alaska Entity #10014218) and Mountain Vista Trails, LLC, a Utah limited liability company (Utah Entity #10420822-0160), (hereinafter collectively “Developer”) as the owner and developer of certain real property located in North Ogden City, Weber County, Utah, at approximately 1750 North 200 East, and NORTH OGDEN CITY, (hereinafter “the City”), a Utah Municipal Corporation. Developer and the City shall hereinafter be collectively referred to as “Parties” and sometimes individually as a “Party”.

RECITALS:

A. Developer is the owner of approximately 34 +/- acres of real property (“Parcel A”) located in North Ogden City, Weber County, Utah, which it intends to develop as a Mixed Use Development. A legal description of the property is attached hereto as Exhibit “A”.

B. SITE INFORMATION

Tax Lots: 110140048, 110140069, 110140070, 110140071,
110140072, 110140016, 110140062, 110140066,
110140065, 110140064, 110170063
Current Zoning: Commercial (C-2), County A1-A2 Agricultural
General Plan: Southtown Mixed Use (SMU), County Mixed Use
and Residential

Location: The subject property is located within the North Ogden City limits and in an unincorporated island

of Weber County entirely surrounded by North Ogden City corporate limits. The proposed project is located on the west side of Washington Blvd, north of 1700 North.

The property is more specifically located within North Ogden City's general plan and identified as MU or mixed use. The existing zoning for the site is C-2 but the proposal is based upon a rezone to include MPC Masterplan Community Zone

- C. The subject property is zoned Master Plan Community by North Ogden City and A1-A2 Agricultural by Weber County and is designated as mixed use (MU) zone on the North Ogden City General Plan Map and mixed use and residential in the Weber County General Plan.
- D. The subject property is bounded on the west by the R-4 future independent living, assisted living and memory care facility. The other adjacent lots are agricultural in nature.
- E. Developer also has acquired rights to purchase adjoining property currently owned by the Hales Trust which will be developed as part of Parcel A.
- F. The Parties jointly agree that the City will benefit from all aspects of this proposed development.
- G. The Parties desire to enter into terms relevant to Developer's proposed development as set forth herein.

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

1. **Recitals.** The above recitals are incorporated herein by reference and made a part hereof.
2. **Rezone.** The City agrees to rezone only the subject property as described in the

legal description in Exhibit "A" to Master Planned Community (MPC) zone.

3. **Intended Use.** The Developer agrees that only the proposed Mixed Use Development will be allowed or authorized under the terms of this Agreement or on Parcel A as approved by the City under the MPC zone.
4. **Development Terms.** The following constitutes terms for development of the Parcels.
 - a. Concept Approval. The North Ogden City Council has approved the Developer's proposed concept and has entered into this agreement to facilitate the Developer to develop the subject Property as proposed.
 - b. Compliance with Subdivision Standards. Developer agrees to comply with all of the conditions of approval, the ordinances, rules, regulations, requirements, and standards of the City with respect to the preparation, submission, and recording of the subdivision application. All preliminary and final plats, the construction and completion of said development, particularly to the installation and completion of all required subdivision improvements and the provision of the financial guarantee guaranteeing completion of such improvements (the "Subdivision Guarantee"), will be consistent with current City Ordinances.
 - c. Phasing and Project Division. The Parcels may be developed in any order or phasing as best seen fit by the Developer. However, all terms related to the completion of landscaping and commercial space remain in force as describe in other locations of this document. For purposes of this development agreement the project shall be divided into the following

five development areas as shown on Exhibit B:

- i. Commercial Area, which is the area directly adjacent to Washington Blvd.
- ii. Apartment Area, which is the area directly west of the Commercial Area and includes all 24 individual apartment buildings.
- iii. Townhome Area, which is the area directly west and north of the Apartment Area and includes all 107 townhome units.
- iv. Age Restricted Cottages, which is the northwestern most corner of the project and includes 28 patio home units.
- v. Independent Living Facility, which are one building containing four stories and 68 units.

5. Vesting.

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

in writing to the application thereof to the Project;

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

City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law. Developer is vested in the fees in place at the time a complete application is submitted.

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

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

6. Existing On-Site Conditions.

- a. There are two distinct areas of the proposed project. They are as follows:
 - i. The 18.26 acre parcel "Southern Property" is largely undeveloped but is currently under construction with the proposed subdivision improvements with the construction of 1700 North. Smaller dilapidated structures along Washington Blvd. have been removed and the property is within the corporate limits of North Ogden City.
 - ii. The 14.8 + or - acres of largely undeveloped ground "Northern Property" is currently in the process of being annexed into the North Ogden City Limits.

- b. The subject property slopes generally downhill from the northeast to the southwest at an average slope of about 1%. The vegetation present on the property includes native shrubs and grasses.

7. Conformance with North Ogden General Plan.

a. Residential Density.

- i. This proposal consists partly of multi-family housing, which is listed as a permitted use in the MPC zone. It is also consistent with the desire to provide increased density along Washington Blvd. and a mix of housing types. The multi-family housing complex will contain amenities for residences, including a clubhouse, pool, large greenspace, and associated smaller pocket parks. Developer will provide for at least one pathway with public access to connect to the public sidewalks on the north at 300 East and south at 1700 North, and east at Washington Blvd. and west at the assisted living facility.
- ii. The setbacks are approved as shown on the Preliminary Master Plan for the individual buildings/groups of buildings which may be different than is currently anticipated in the MPC zone. Preliminary Master Plan dated 10-3-17 attached as Exhibit L
- iii. The subject property is within the North Ogden Southtown area and is allowed as a MPC zone based upon satisfying the 5 acre minimum parcel development. The density in the amended MPC zone will result in 404 apartment units in 24 multifamily

buildings; 107 Town Home units; 28 single family age restricted :
Patio Home lots; and 68 units of Independent Living Facility
resident units as shown on Exhibit B, F, and L..

- iv. The density allowed shall not override the setbacks between buildings and property lines as approved on the Preliminary Master Plan dated 10-3-17 and attached as Exhibit L. Any unidentified setbacks and distances shall be rounded up to the closest ½ foot as measured on a 24x36 plan sheet.

8. Conformance with MPC Requirements

- a. The Development has been shown to be in compliance with the terms and conditions expressed in the MPC Zone under 11-7K-2. Any modifications to the MPC zone or any other development standards are clearly identified in this Agreement pursuant to 11-7K-5. Any standards which are not specifically waived by this Agreement, or subsequent agreements, will be complied with by Developer and City. The modification of the standards is acceptable under the MPC zone to accommodate favorable design and other concessions of the Parties.
- b. The City Council has considered the items outlined in 11-7K-2 to assess the suitability of Parcel A to be zoned under the MPC zone and finds that the majority are in favor of this Project and Agreement moving forward.

9. Building Height.

- a. The subject property is within the MPC zone, an area that contains special height allowances based upon setbacks and separations. In the

Apartment Area the Developer will build mostly three-story structures; however, some four-story end units have been included to provide variety in exterior elevation design. The building height of the three-story apartments is approximately 42' to the ridgeline. Four-story units have approximately 51' of overall height to the peak ridgeline. There will be a maximum number of 5 (five) 51' buildings.

- b. The maximum building height in the Townhome Area directly adjacent to the northern property line is thirty-one (31) feet with a corresponding twenty (20) foot setback from the property line. All other Townhomes Areas are allowed to build to forty five (45) feet with setbacks between buildings and property lines as shown on Exhibit L.
- c. The maximum building height in the Age Restricted Cottages is twenty-four (24) feet, or must comply with the one foot (1') additional setback over twenty feet (20') for each one foot (1') in height up to a maximum of thirty five feet (35')
- d. The maximum building height in the Independent Living Area is forty (40) feet for the western portion and fifty (50) feet for the eastern portion.
- e. The maximum building height in the Commercial Area is thirty-five (35) feet.

10. Architectural Design Standards.

a. Commercial Area.

- i. All site plans, landscape plans, and building elevations shall be approved by the City Council as identified in section 23.

b. Apartment Area.

- i. All buildings shall incorporate design features such as offsets, balconies, projections, window reveals, or similar elements to preclude large expanses of uninterrupted building surfaces. Recesses (e.g., deck, patios, courtyards, entrances, or similar features) shall have a minimum depth of six feet. All building elevations adjacent to a public street right-of-way are provided with doors, porches, balconies, sidewalks, approaches, and/or windows to give the appearance of the building fronting on the public street. Unit entries are from breezeways typical on all units. All buildings have units that front facing units. There are no backyards or rear yards for ground floor units. Units that front along 1700 North have front yards and may not have ground floor decks and/or enclosed ground floor patios.
- ii. The building design incorporates offsets, decks and windows. Larger building masses will be divided into varying heights and sizes by breaking up building sections, or by the use of such elements as variable planes, projections, bays, dormers, setbacks, roof canopies, and changes in the roofline. Each building elevation has been designed and approved as shown in Exhibit "E". Building designs may be used in multiple locations throughout the Project; however, no two identical buildings shall

be constructed next to each other unless clearly identified on Exhibit "B".

- iii. Exterior materials, color, or textures on vertical surfaces shall be of cementitious siding and stone veneer, with the exceptions of windows and doors. Developer has provided material specifications identifying the grade of materials, a color palette has been submitted as shown on Exhibit "G", and a detail of the maintenance set aside with the lending institution to the City. The building scale shall be broken down with vertical board and batten compendious panel on the second and third floors. The ground floor shall have cementitious siding combined with stone piers to help establish more permanence and offset and screen garage door locations.
 - a. After installation, all stone veneer and similar products shall be sealed with a product designed for commercial application to prevent weathering and fading. Landscaping shall be consistent with section 15.
 - b. All cementitious siding and wood trim shall be primed on all six sides, or otherwise properly sealed, to provide for long lasting workmanship.
 - c. All roofing material shall be 30 year minimum warranty with an architectural tab.

- iv. Private open space areas shall be provided. These spaces will be enclosed with metal railings and all apartment housing units will have balconies or decks. The windows shall be Millguard Montecito or similar grade. All vents, or cavities in vertical surfaces shall be similar in color to the buildings and in no case shall be white.
- v. A preliminary signage plan is attached as Exhibit "P". Final signage shall be approved by the Planning Commission.

c. Townhome Area.

- i. Exterior materials, on vertical surfaces shall be of cementitious siding, hardboard, and stone veneer, with the exceptions of windows and doors.
 - a. After installation, all stone veneer and similar products shall be sealed with a product designed for commercial application to prevent weathering and fading. Natural stone is not required to be sealed. Landscaping shall be consistent with section 15.
 - b. All cementitious siding and wood trim shall be primed on all six sides, or otherwise properly sealed, to provide for long lasting workmanship.
 - c. All roofing material shall be 30 year minimum warranty with an architectural tab.

- ii. The building elevations, colors, and site plans shall be approved by the City Planner and Mayor, provided that all setbacks as shown on Exhibit L and outlined in Subsection 7 are maintained and the number of parking stalls is not reduced.
- d. Age Restricted Cottages.
- i. Exterior materials, on vertical surfaces shall be of cementitious siding, hardboard, and stone veneer, with the exceptions of windows and doors.
 - a. After installation, all stone veneer and similar products shall be sealed with a product designed for commercial application to prevent weathering and fading. Natural stone is not required to be sealed. Landscaping shall be consistent with section 15.
 - b. All cementitious siding and wood trim shall be primed on all six sides, or otherwise properly sealed, to provide for long lasting workmanship.
 - c. All roofing material shall be 30 year minimum warranty with an architectural tab.
 - ii. The building elevations, colors, and site plans shall be approved by the City Planner and Mayor, provided that all setbacks as shown on Exhibit L and outlined in Subsection 7 are maintained and the number of parking stalls is not reduced.
- e. Independent Living Area.

- i. All site plans, landscape plans, and building elevations shall be approved by the City Council and shall utilize similar materials, colors, plants, and themes as identified in the Apartment Area.
11. **Density.** The maximum number of dwelling units shall be up to 607 units as indicated in section 7 above. Buildings shall be laid out as identified on Exhibit L and as clarified under subsection 7 above. All Area Site Plans for phasing purposes shall comply with the standards and requirements of this Development Agreement and any subsequent amendments.
12. **Design.** Developer shall provide a variety and mixture of unit types and densities in a coordinated neighborhood layout. Developer shall install street, sidewalks, and building locations as outlined in the attached site plan to create streetscapes that are safe and accessible for all modes of transportation and to allow for convenient pedestrian and bicycle circulation to all trail connections. Trash receptacles shall have lids and are located next to parking, and shall have walls of 7'-0" feet in height, and shall be screened on at least three sides with an evergreen hedge material. Receptacles will be located on the site for easy access by trash pick-up vehicles.
13. **Streets.** All streets are being improved in association with North Ogden City requirements. No public streets will be required internally in the development; however, 1700 North and Washington Boulevard provide public access to the development and private streets shall service the internal development needs. The North/South road which runs into 300 East will have a public access easement should a connection to 300 East ever be made. No private streets may

be closed to access by the general public, or fire and emergency vehicles. Notwithstanding the foregoing developer may restrict access to the Cottage Development Area as approved by the First Marshal. The design shows a private road with 26 feet of pavement width and the dimension as shown on Exhibits "B" & "H". The final plat shall include language prohibiting the landowner from restricting the use of the private streets or sidewalks. Pedestrian right-of-ways that connect all building entrances within the development to one another shall be created. Developer shall connect to all parking areas, storage areas, recreational and common areas, and adjacent development to the building's entrances and exits throughout the development site, and connect to all future phases of development. Developer shall include public paths to connect the North/South and East/West property lines, along with a public park in the detention basin. Developer shall provide pedestrian facilities within developments that are safe, accessible, reasonably direct, and convenient connections between primary building entrances and all adjacent streets that do not involve a significant amount of out-of-direction travel for users. Developer shall create bicycling and pedestrian routes that are free from hazards and safely designed by ensuring no hidden corners, sight-obscuring fences, dense vegetation or other unsafe conditions. All pedestrian access routes will comply with all applicable accessibility requirements. Where walkways are parallel and abut a driveway or street (public or private), they shall be raised six inches and curbed, or separated from the driveway/street by a five-foot minimum, landscaped strip.

14. **Access.** The proposal shall include a total 3 main road access points and one future secondary access point. All of the main access points are proposed on private local streets whose entry point begins at both 1700 North and Washington Boulevard which are both public roads. The secondary access point may be provided via connection to 300 East, such that no structure shall be placed within twenty (20) feet of the proposed future connection point and a public easement for roadway purposes shall be recorded during the subdivision phase of the Townhome Area. Private roads, parking, and access points shall be constructed according to necessary engineering standards as shown and approved in Exhibit M. The proposed access points are on internal private streets with public access and thus will not adversely impact the transportation system. Also, as designed, the access points are well spaced to accommodate the proposed development and (orientated across from one another) improve site circulation.

A fire equipment access drive shall be provided for any portion of an exterior wall of the first story of a building that is located more than 150 feet from an existing public street or an approved fire equipment access drive as measured around the building. A Fire Plan to be attached as Exhibit "H" shall be approved by the Technical Review Committee and Fire Marshal. Driveways, required parking areas, aisles, and turn-around shall be paved with asphalt, concrete, or comparable surfacing.

15. **Landscaping.**
- a. Plant selection and native vegetation shall be planted where practical. A combination of live deciduous and evergreen trees, shrubs, and ground

covers shall be used for all planted areas, the selection of which shall be based on local climate, exposure, water availability, and drainage conditions. Ground-level areas for passive pedestrian use, such as sidewalks and plazas cover approximately 207,924 GSF or roughly 13 percent of the site area. Developer shall provide approximately 297,982 GSF of drivable surfaces or roughly 37.5% of the site area. Developer shall provide at least 20% of the site in landscaping as shown on the attached approved Preliminary Landscaping Plan as Exhibit "C". A final Landscape Plan shall be approved by the Planning Commission which includes the number of plants, size, species, and other technical information for each phase and/or development area of the Project.

- b. All yards, parking lots, and required street tree planters landscaping shall provide erosion control, visual interest, buffering, privacy, open space and pathway identification, shading and wind buffering based on the following standards. Based on the proposed use of the site, Developer shall provide visual screening and privacy within side and rear yards, while leaving front yards and building entrances mostly visible for security purposes.
- c. Developer shall include pedestrian pathways and open space areas with landscape materials and provide focal points within the development, such as signature trees (i.e., large or unique trees), hedges, and flowering plants. Developer shall use landscaping to generally screen outdoor storage and mechanical equipment areas, and to enhance graded areas

such as berms, swales, and detention/retention ponds. The proposal will include a mix of native and nonnative vegetation, all of which can tolerate the harsh condition of the high desert environment. An irrigation system will be provided to accommodate the type and species of all planted areas, including ground covers.

d. Preliminary tree species include:

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

A refined species list shall be approved as part of the final Landscape Plan approved by the Planning Commission.

e. Growth Characteristics: Trees shall be selected based on growth characteristics and site conditions, including available space, overhead clearance, soil conditions, exposure, and desired color and appearance to provide a broad canopy tree variety unless limited by overhead clearance.

Developer shall use narrow or “columnar” trees where awnings, other building features, or narrow sidewalks limit growth, or where greater visibility is desired between buildings and the street. Developer shall avoid using trees that are highly susceptible to insect damage, and using trees that produce excessive seeds or fruit. Developer will use deciduous trees for summer shade and winter sun and will select trees for their seasonal color, as desired.

- f. Street trees shall be selected and planted according to current City ordinances and shall be planted within existing and proposed planting strips or in City-approved sidewalk tree wells on streets without planting strips. Small stature trees shall be planted no closer to the curb or sidewalk than three feet; medium trees – three feet; and large trees – four feet.
- g. All irrigation shall be designed to eliminate overspray on structures, fences, or other vertical materials. Drip irrigation shall be used in any areas which are directly adjacent to vertical materials to avoid discoloration.
- h. All final landscape plans shall be approved by the group or persons authorized to approve the building elevations in Subsection 10.

16. Vehicle Parking, Loading, and Bicycle Parking.

- a. Parking spaces in the project may include spaces in garages, carports, parking lots, private side streets, and/or driveways so long as vehicles are not parked in a vehicle travel lane (including emergency or fire access

lanes), and meet the minimum size required by North Ogden City code of nine (9) feet by nineteen (19) feet. This will be verified during the site plan review process for each of the Development Areas and approved by those authorized to approve the site plan in this Agreement.

- b. Vehicle parking is allowed only on approved streets, within garages, carports, and other structures; or on driveways or parking lots that have been developed.
- c. Although the proposal includes a clubhouse, a pool, and green space; these uses are accessory and only intended for residents of the complex unless otherwise designated, thus additional traffic and associated parking will not be generated from them.
- d. The project shall provide 1204 residential parking spaces and 148 commercial parking spaces on site as shown on the Site Plan on Exhibit B & F. The foregoing parking spaces include 19 commercial spaces along Washington Blvd. ADA Accessible Parking Spaces. Accessible parking shall be provided for disabled persons, in conformance with the Federal Americans with Disabilities Act (ADA). Accessible parking is included in the total minimum number of required parking spaces. Accessible parking facilities shall comply with the design requirements of the current building code as adopted by the State of Utah.
- e. A snow removal plan shall be approved by those authorized to approve the site plan.

17. Bicycle Parking.

- a. Each required bicycle parking space shall be on asphaltic concrete, Portland cement, or similar hard surface material and each space shall be at least two feet wide by six feet long.
- b. The location of the rack and subsequent parking shall not interfere with pedestrian passage, leaving a clear area of at least 36 inches between bicycles and other existing and potential obstructions. Customer spaces may or may not be sheltered. When provided, sheltered parking (within a building or under an eave, overhang, or similar structure) shall be provided at a rate of one space per 10 employees, with a minimum of one space per use.
- c. Bicycle parking will be conveniently located to both the street right-of-way and at least one building entrance. Bicycle parking shall be visible to cyclists from street sidewalks or building entrances, so that it provides sufficient security from theft and damage. There will be at least 43 bike parking stalls, 35 near apartments and an estimated 8 near retail. Every residential building will be within 100 feet of bicycle parking. The number of commercial bike parking will be reviewed as part of the commercial site plans and be consistent with 11-7K-5 (J).

18. Transportation Improvement Standards.

- a. Washington Blvd. will be improved in accordance with the Utah Transportation Authority (UTA) and approved UDOT access points.
- b. All new and/or existing streets and alleys shall be paved according to North Ogden City Standards and Specifications. Sewers and Water mains

are required. Sanitary sewers and water mains shall be installed to serve each new development and to connect developments to existing mains in accordance with the City's construction specifications as described in the pre-application meeting. The City shall be granted easements for any publicly owned utilities which run through the development.

19. Storm Drainage Improvements.

- a. Drainage facilities shall be designed and constructed to accommodate increased runoff so that discharge rates existing before the proposed development shall not be increased, and accelerated channel erosion will not occur as a result of the proposed land disturbance or development activity.
- b. Effect on Downstream Drainage. Where it is anticipated by the City Engineer that the additional runoff resulting from the development will channel to the new park existing drainage facilities, appropriate new facilities shall be installed by Developer to maintain existing discharge rates from this project.
- c. The detention basin on the parcel identified in Exhibit "K" shall be improved by Developer as a public park for the benefit of all residents, in addition to any park impact fees to be paid. Developer acknowledges that this park and the improvements are satisfying the City's concerns related to the quality of the project and open space requirements and not to offset the burden of new residents moving into the City. A final site plan shall be reviewed and approved by the Planning Commission.

20. **Site Lighting.** All outdoor lighting fixtures subject to this section shall be designed as a full cut-off fixture or have a shielding method to direct light emissions down onto the site and not shine direct illumination or glare onto adjacent properties. A Lighting Plan shall be approved by the Planning Commission prior to construction.
21. **Preliminary Grading and Drainage Plan.** A preliminary grading and drainage plan will be prepared by a registered professional engineer. The preliminary grading plan shall show the location and extent to which grading will take place, indicating general changes to contour lines, slope ratios, slope stabilization proposals, and location and height of retaining walls, if proposed. This plan shall be reviewed by and be subject to approval of the City Engineer.
22. **Building Permits.** The City will process building permits in accordance with established policy. The City shall not unreasonably delay issuance of building permits.
 - a. Building Permits. Building permits will only be issued after completion of any necessary subdivisions and final plat recording as approved by the Planning Commission in a regularly scheduled meeting.
 - b. A Technical Review Committee is required for all phases/Development Areas of the Project. All utility designs shall be approved by the City Engineer prior to issuance of a building permit.
23. **Commercial Development.** The Developer is not required to complete any commercial development prior to the completion of the residential portion of this Project. However, within one (1) year after the completion of all phases of the

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

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

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

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

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

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

a. Management of Property. The Developer shall establish a Home Owners Association or other entity to maintain and manage on behalf of ownership of all common areas and collect dues for the maintenance of all landscaping, exterior building treatments, private streets, parking, snow removal, underground utilities, sidewalks, plazas, and other similar improvements. The Mayor and City Planner shall verify the CC&R's are in place prior to final approval of the Development Areas.

27. **Successors and Assigns.**

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

Assignment. Neither this Agreement nor any of the provisions, terms, or conditions hereof can be assigned to any other party, individual, or entity without assigning the rights as well as the responsibilities under this Agreement, and without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the

Mayor of the City to Developer or its successors or assigns. This restriction on assignment is not intended to prohibit or impede the sale of parcels of fully or partially improved or unimproved land by Developer prior to construction of buildings or improvements on the parcels, with Developer retaining all rights and responsibilities under this Agreement.

28. General Terms and Conditions.

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

herein may be executed in any number of duplicate originals or counterparts, each of which (when the original signatures are affixed) shall be an original, but all of which shall constitute one and the same instrument.

29. **General Terms and Conditions.**

- a. Construction of Agreement. This Agreement shall be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling countervailing public interest.
- b. State/Federal Law. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be amended in writing by both parties. Should the parties be unable to agree upon a modification of the condition, covenant, or provision the contract becomes voidable by either party.
- c. Relationship of Parties and No Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto; nor, unless otherwise stated, create any rights or benefits to third parties.
- d. Laws of General Applicability. Where this Agreement refers to laws of general applicability to the Project, this Agreement shall be deemed to

refer to other laws of North Ogden City and the State of Utah.

- e. Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.
- f. Applicable Law. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah.
- g. Arbitration. All disputes under this Agreement shall be resolved through binding Arbitration. If the City and Developer are unable to resolve an issue through discussions, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator, they shall each within ten (10) business days appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Developer shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator and consideration of such objections, the arbitrator's decision shall be final and binding upon

both parties. If the arbitrator determines as a part of the decision that the City's position was not only incorrect but was also maintained unreasonably and not in good-faith, then the arbitrator may order the City to pay the arbitrator's fees.

- h. Notices. Any notices, requests, or demands required or desired to be given hereunder shall be in writing and shall either be delivered personally, by certified mail, or express courier delivery to the parties at the following addresses:

If to the City:

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

If to Meritage Companies, LLC

c/o Jack Barrett
34806 North 80th Way
Scottsdale, AZ 85266

If to Mountain Vista Trails, LLC

c/o Dawn Barrett
4144 North 250 West
Pleasant View, UT 84414

WITH A COPY TO:

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

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

DATED this 7th day of November, 2017.

MERITAGE COMPANIES, LLC

By: [Signature]
Its: Jack H. Barrett

DATED this 7th day of November, 2017.

MOUNTAIN VISTA TRAILS, LLC

By: [Signature]
Its: Manager

DATED this 6th day of November, 2017.

NORTH OGDEN CITY



By: [Signature]
Its: Brent R. Taylor

S. Annette Spendlove
Attest: S. Annette Spendlove

TABLE OF CONTENTS FOR EXHIBITS

- A: Legal Description – Included.**
- B: Preliminary Site Plan – Included.**
- C: Preliminary Landscape Plan – Included with specific plans to be approved by planning commission as presented prior to building permit approval.**
- D: Floor Plans – Included for Apartment Area and not required for other development areas as outlined above.**
- E: Building Elevations – Included for Apartment Area. Individual development area approvals are provided as outlined above.**
- F: Site Data – Included.**
- G: Color Palette and Building material board.**
- H: Fire Plan to be approved by Fire Marshal during technical review of the development.**
- I: Signage – to be approved by Planning Commission at a later public meeting.**
- J: Commercial Elevations – to be approved by City Council at a later public meeting.**
- K: Detention Basin Park – to be approved by Parks Department at a later date.**
- L: Preliminary Master Plan – Included.**
- M: Private Street Cross section – Included.**

EXHIBIT A

NORTH OGDEN CITY LEGAL DESCRIPTION

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

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

CONTAINING 18.26 ACRES

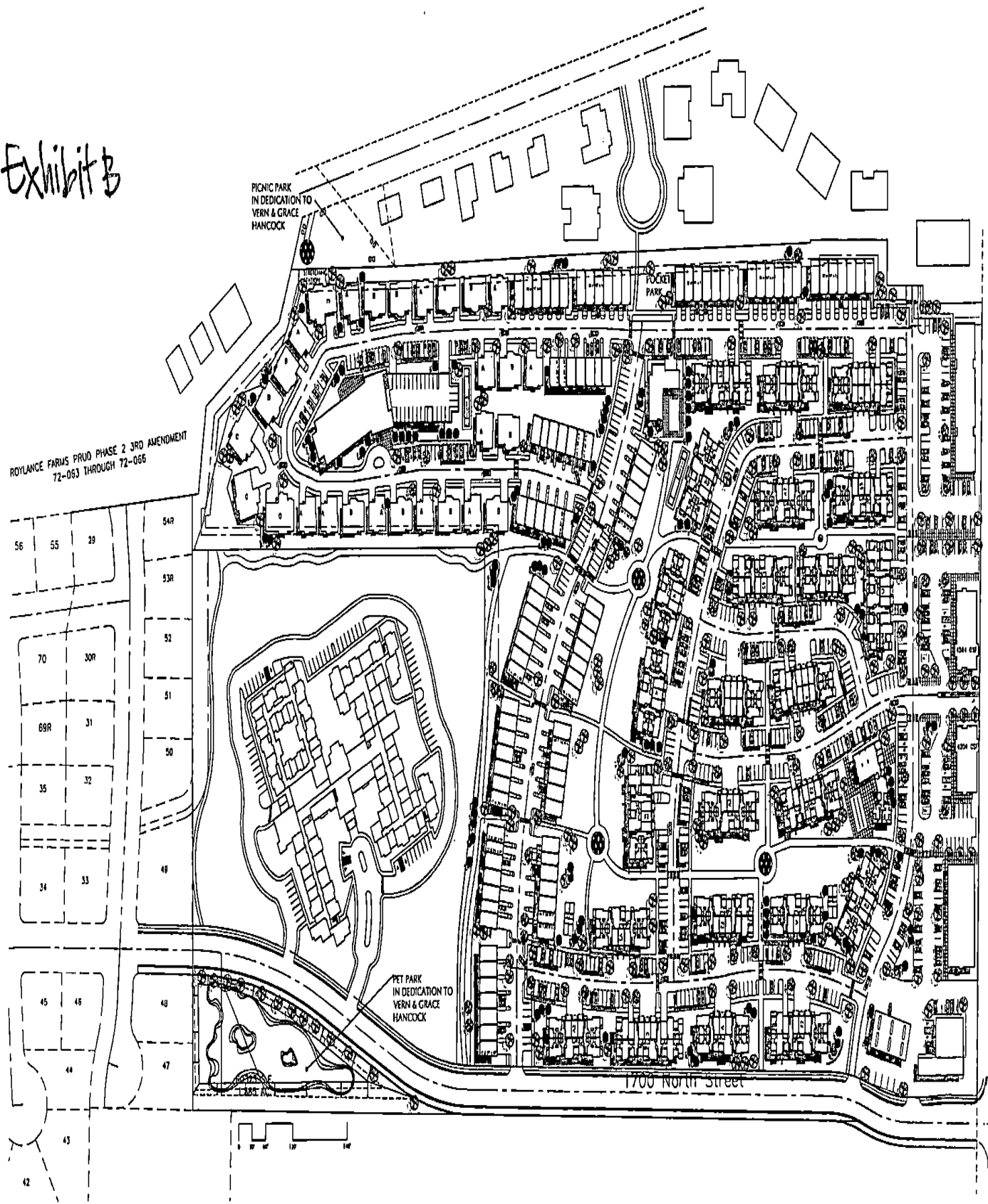
ANNEXATION AREA LEGAL DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, AND ALSO PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 54-R, MYSTERY MEADOWS SUBDIVISION PHASE 2, SAID POINT ALSO BEING A POINT ON THE EXISTING BOUNDARY OF THE CORPORATE LIMITS OF NORTH OGDEN CITY, SAID POINT LIES S00°20'01"W ALONG THE MONUMENT LINE BETWEEN THE NORTHWEST CORNER AND THE SOUTHWEST CORNER OF SAID SECTION 5, 281.23 FEET AND S89°39'50"E 2866.43 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5; AND RUNNING ALONG THE BOUNDARY OF THE CORPORATE LIMITS OF NORTH OGDEN CITY THE FOLLOWING TWENTY (20) COURSES; (1) NORTH ALONG THE EAST LINE OF SAID 54R, 72.15 FEET TO A POINT ON THE SOUTH LINE OF LOT 32, ROYLANCE FARMS P.R.U.D PHASE 2, 3RD AMENDMENT; (2) N85°09'01"E ALONG SAID SOUTH LINE, 12.61 FEET TO THE SOUTHEAST CORNER OF SAID LOT 32; (3) N08°23'50"E ALONG THE EAST LINES OF LOT 32 AND 31, ROYLANCE FARMS P.R.U.D. PHASE 2, 3RD AMENDMENT 118.26 FEET TO THE SOUTHWEST CORNER OF LOT 28, ROYLANCE FARMS P.R.U.D. PHASE 2, 3RD AMENDMENT; (4) N55°25'02"E ALONG THE SOUTHERLY LINES OF LOTS 28, 27, 26, AND 25, ROYLANCE FARMS P.R.U.D. PHASE 2 3RD AMENDMENT, 197.79 FEET TO THE SOUTHEAST CORNER OF SAID LOT; (5) N20°28'01"E ALONG THE EAST LINE OF SAID LOT 25, 75.84 FEET TO THE SOUTHWEST CORNER OF COMMON AREA, ROYLANCE FARMS P.R.U.D. PHASE 2, 3RD AMENDMENT; (6) N89°04'38"E ALONG THE SOUTH LINE OF SAID COMMON AREA, 230.59 FEET A PORTION OF WHICH RUNS ALONG THE SOUTH LINE OF ROYLANCE FARMS PHASE 4; (7) N88°01'08"E 377.46 FEET; (8) N88°36'08"E 543.60 FEET; (9) N00°48'08"E 3.79 FEET TO THE SOUTHWEST CORNER OF LOT 408, ROYLANCE FARMS PHASE 4; (10) S89°44'26"E ALONG THE SOUTH LINE OF SAID LOT 48, 169.02 FEET TO A POINT ON THE WEST LINE OF LOT 1, ROYLANCE FARMS COMMERCIAL SUBDIVISION; (11) S00°50'00"W ALONG THE WEST LINE OF SAID LOT 1, 59.79 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; (12) S89°42'34"E ALONG BOUNDARY OF SAID LOT 1, 79.91 FEET TO THE SOUTHERLY CORNER OF SAID LOT 1; (13) S00°15'26"E ALONG BOUNDARY OF SAID LOT 1, 25.00 FEET TO THE SOUTHERLY CORNER OF SAID LOT 1; (14) S89°42'34"E ALONG THE SOUTHERLY LINE OF SAID LOT 1, 0.11 FEET; (15) SOUTH 348.94 FEET; (16) N87°37'48"E 193.97 FEET TO THE CENTERLINE OF WASHINGTON BOULEVARD (400 EAST STREET); (17) S00°50'18"W ALONG SAID CENTERLINE, 175.02 FEET; (18) N89°09'45"W 211.12 FEET; (19) N00°50'15"E 191.47 FEET; (20) WEST 1601.59 FEET TO A POINT ON THE WEST LINE OF LOT 54-R, MYSTERY MEADOWS SUBDIVISION PHASE 2, SAID POINT ALSO BEING THE POINT OF THE BEGINNING.

CONTAINING 631,677 SQUARE FEET OR 14.501 ACRES MORE OR LESS.

Exhibit B



ROYLANCE FARMS PRUD PHASE 2 3RD AMENDMENT
72-053 THROUGH 72-056

Washington Boulevard

EH 2895460 PG 34 OF 68

VILLAGE AT PROMINENCE POINT

PRELIMINARY MASTER PLAN 10.03.2017

NORTH OGDEN, UTAH



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ankrommoisan.com

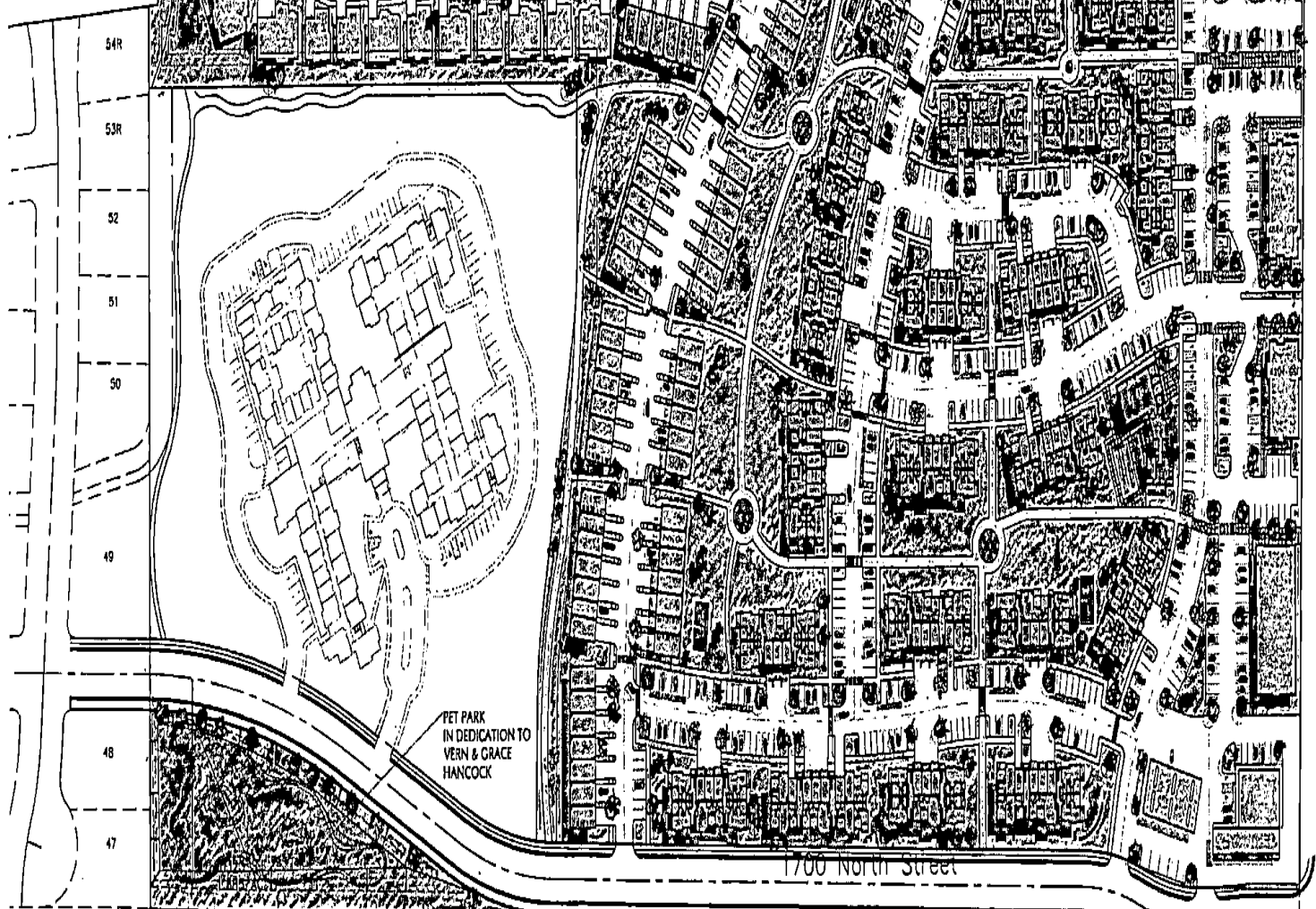


EXHIBIT C

-  INDEPENDENT COTTAGES
-  INDEPENDENT LIVING
-  FOR SALE TOWNHOMES
-  CLUBHOUSE AMENITY
-  FOR RENT APARTMENTS
-  COMMUNITY RETAIL

PICNIC PARK
IN DEDICATION TO
VERN & GRACE
HANCOCK

PHASE 2 3RD AMENDMENT
COUNCIL 72-066



Washington Boulevard

EX 2895460 PG 35 OF 68

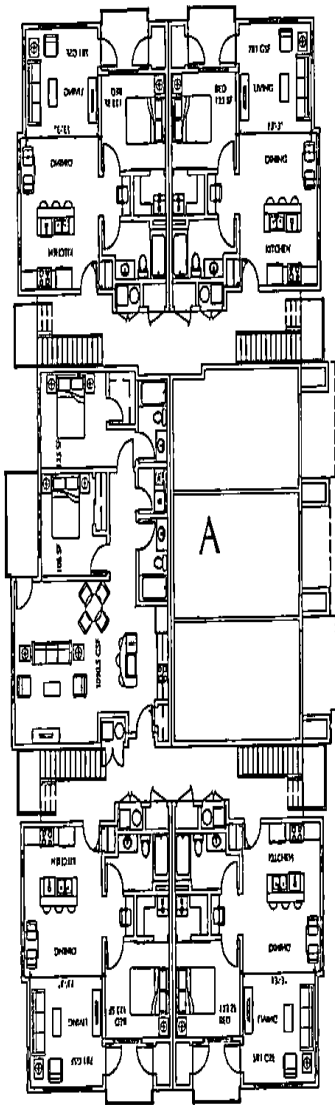
VAPP SITE PLAN SITE PLAN LANDSCAPE CONCEPT - 10.03.2017

NORTH OGDEN, UTAH

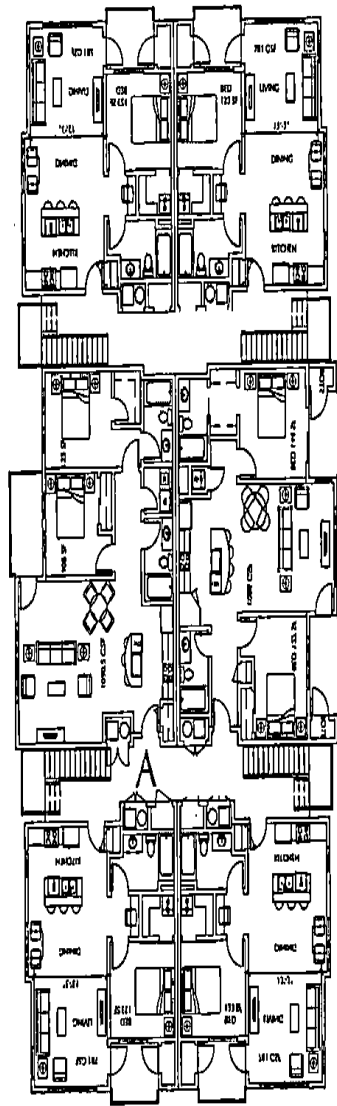
Ankram Moisan Architects, Inc.
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrammoisan.com



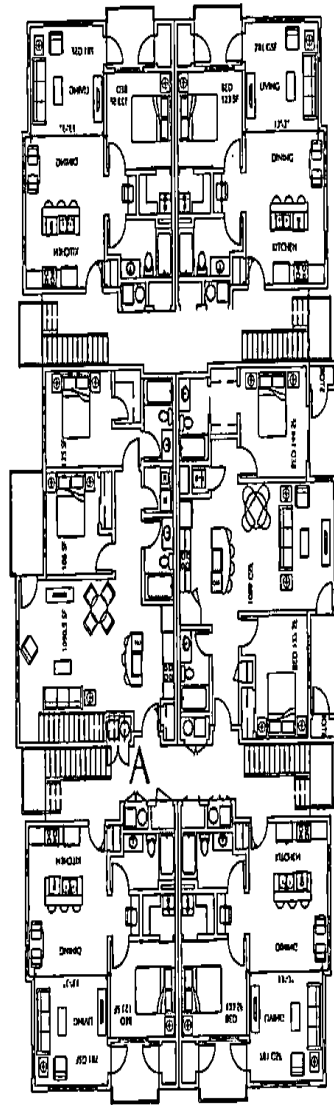
Exhibit D



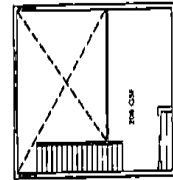
BUILDING 'A' - 1ST FLOOR



BUILDING 'A' - 2ND FLOOR



BUILDING 'A' - 3RD FLOOR



BUILDING 'A' - 4TH FLOOR/LOFT

E# 2895460 PG 36 OF 68

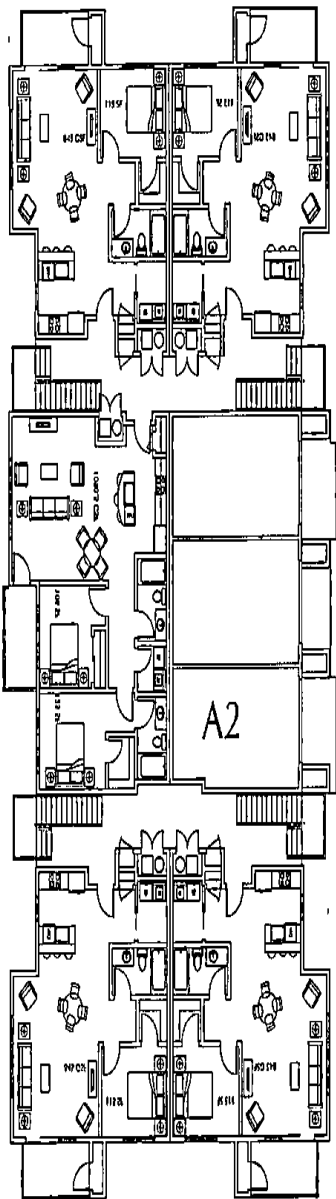
BUILDING 'A' - 18,149 GSF

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

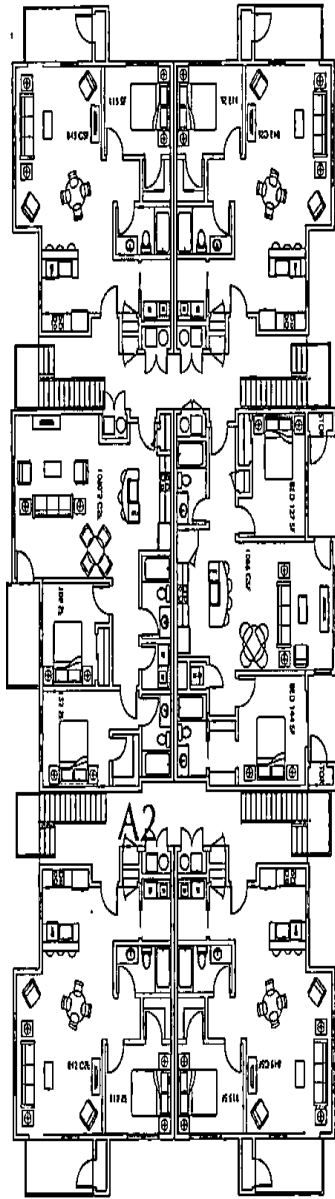
EXHIBIT D - FLOOR PLANS 1/8" = 1' - 0"

Ankrom Molson Architects, Inc.
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommolson.com

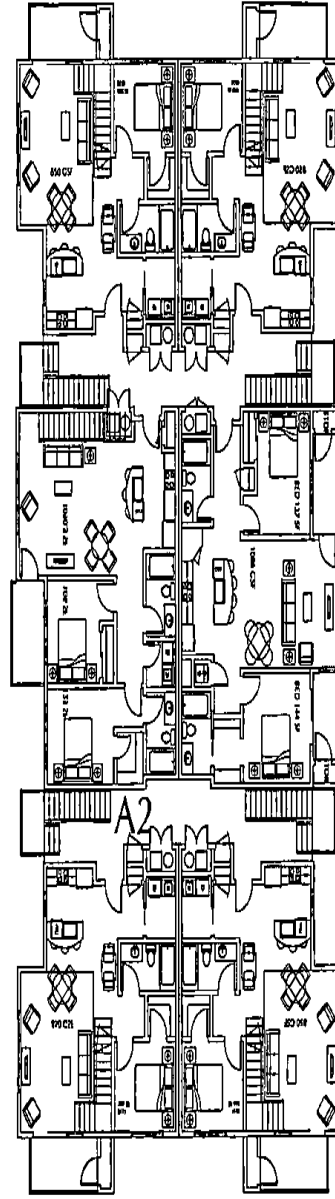




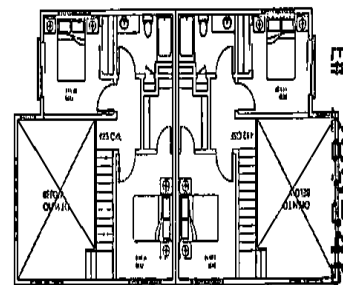
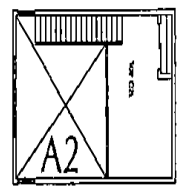
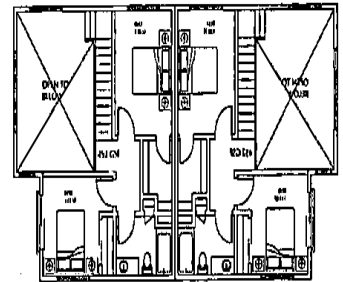
BUILDING 'A2' - 1ST FLOOR



BUILDING 'A2' - 2ND FLOOR



BUILDING 'A2' - 3RD FLOOR



BUILDING 'A2' - 4TH FLOOR/LOFT

E# 1895460 PG 37 OF 68

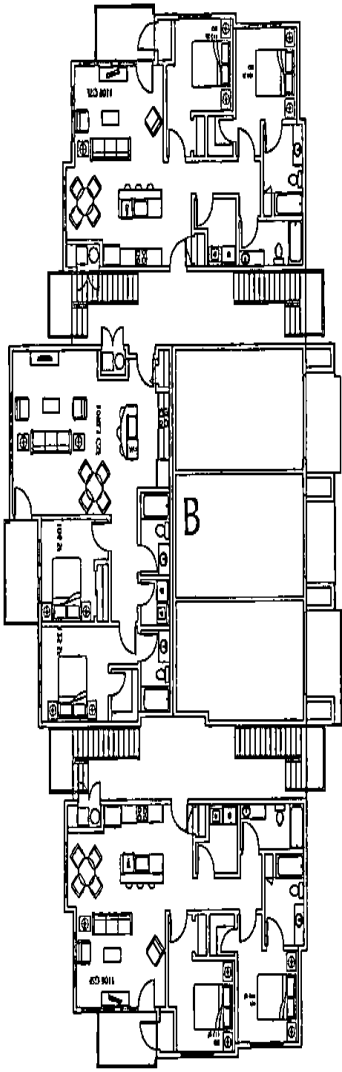
VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

BUILDING 'A2' - 20,895 GSF

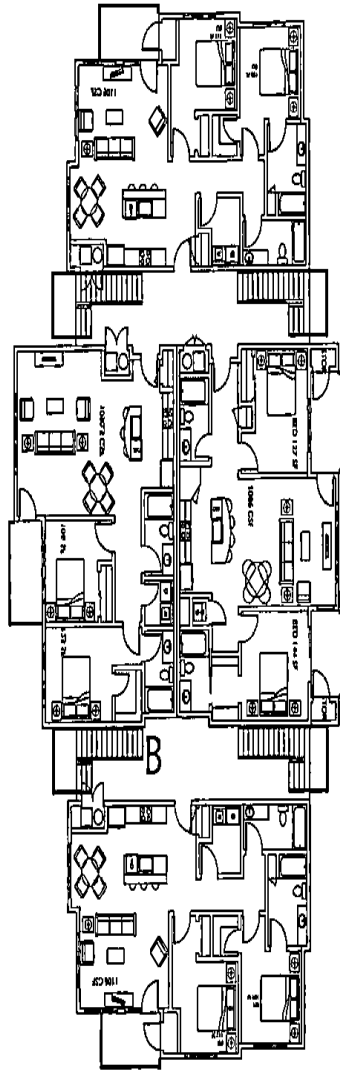
EXHIBIT D - FLOOR PLANS 1/8" = 1' - 0"

Ankrom Moisan Architects, Inc.
 ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
 ankrommoisan.com

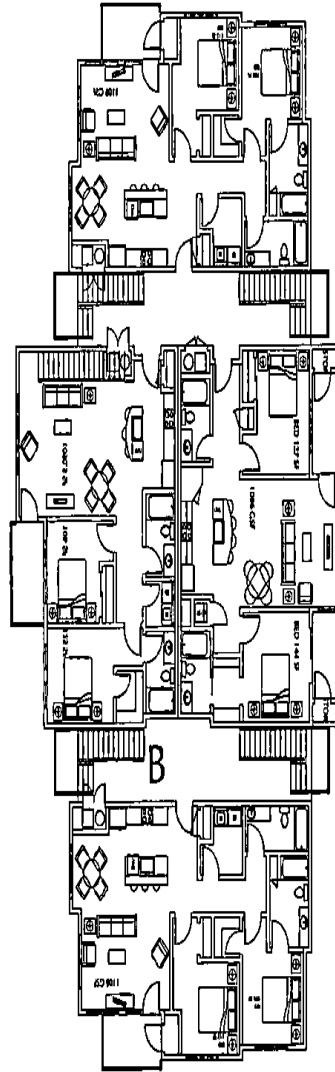




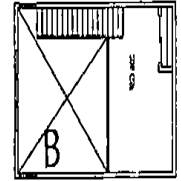
BUILDING 'B' - 1ST FLOOR



BUILDING 'B' - 2ND FLOOR



BUILDING 'B' - 3RD FLOOR



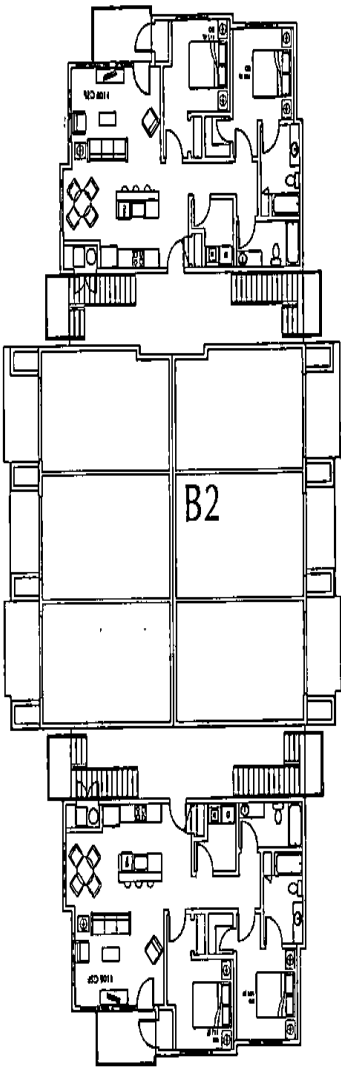
BUILDING 'B' - 4TH FLOOR/LOFT

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

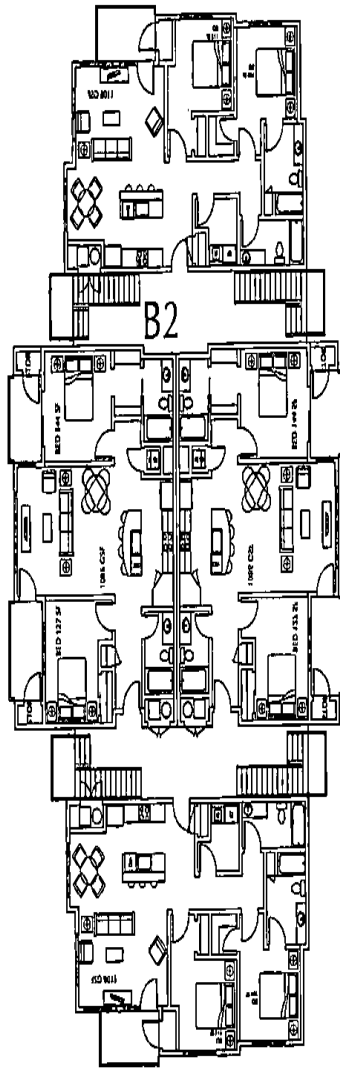
BUILDING 'B' - 15,397 GSF

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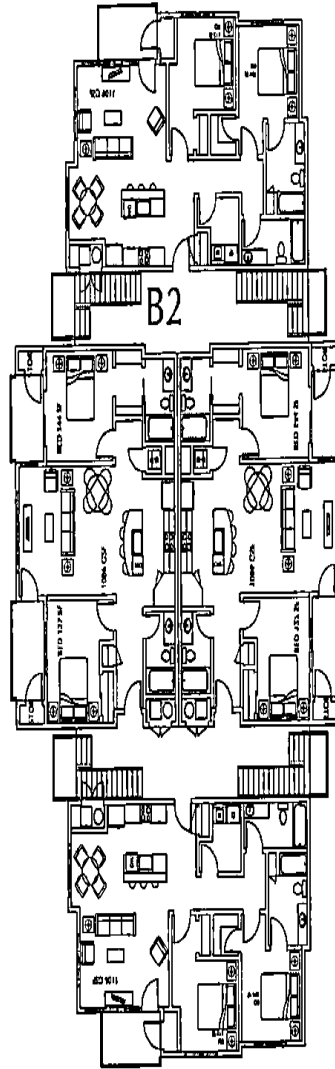




BUILDING 'B2' - 1ST FLOOR



BUILDING 'B2' - 2ND FLOOR



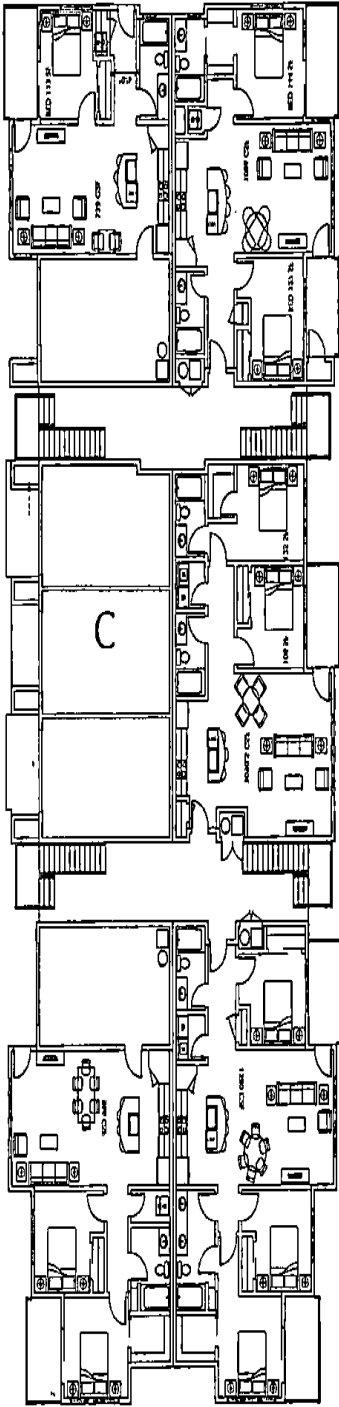
BUILDING 'B2' - 3RD FLOOR

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

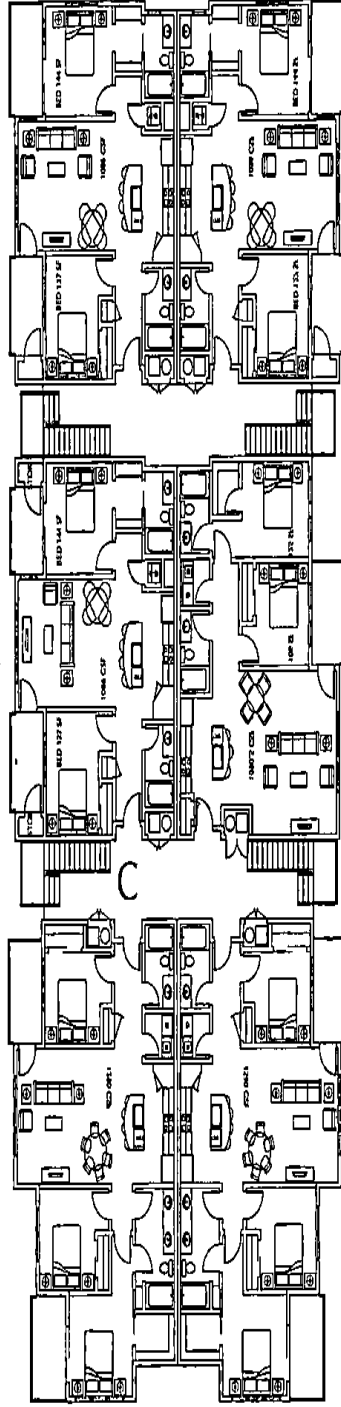
BUILDING 'B2' - 15,088 GSF

EXHIBIT D - FLOOR PLANS 1/8" = 1' - 0"

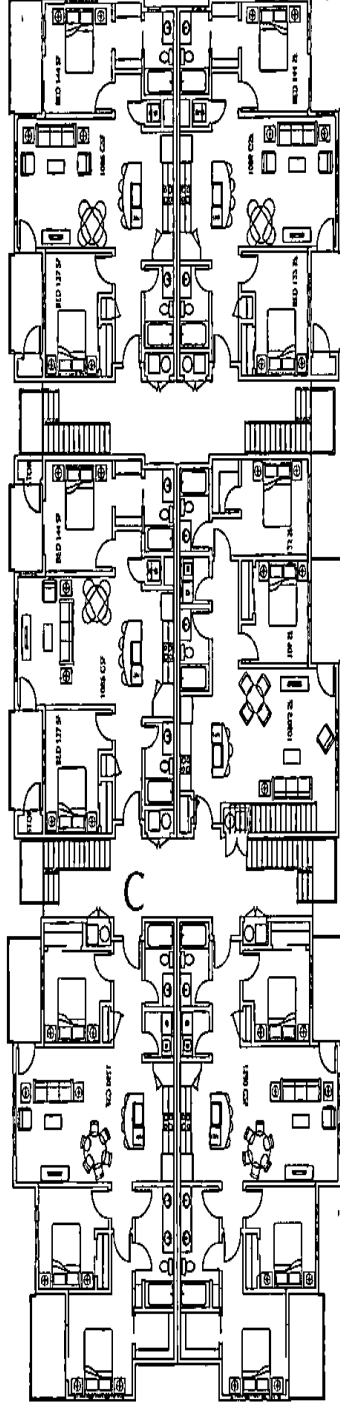




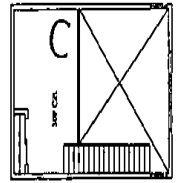
BUILDING 'C' - 1ST FLOOR



BUILDING 'C' - 2ND FLOOR



BUILDING 'C' - 3RD FLOOR



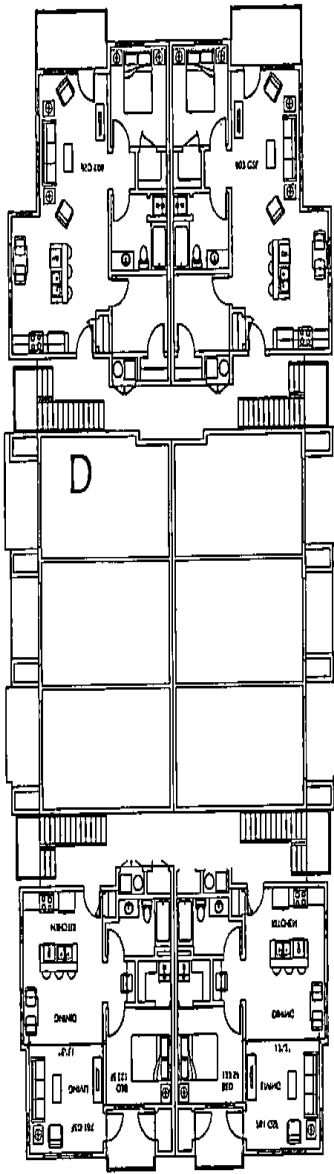
BUILDING 'C' - 4TH FLOOR/LOFT

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

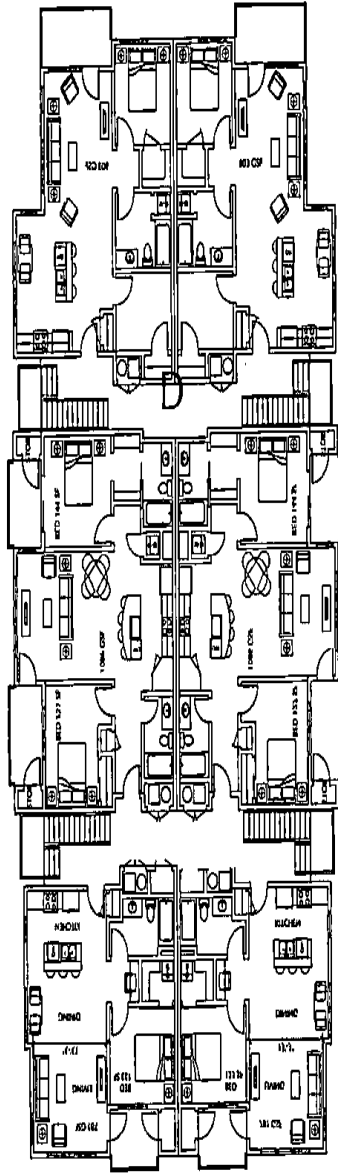
BUILDING 'C' - 23,517 GSF

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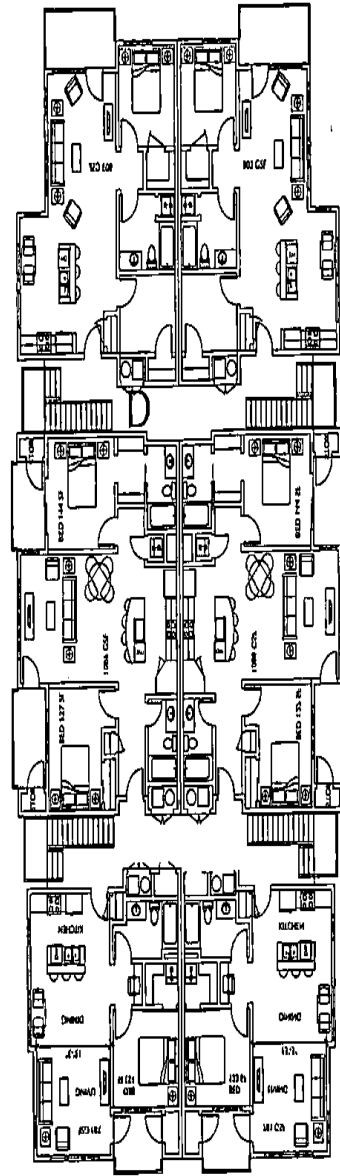




BUILDING 'D' - 1ST FLOOR



BUILDING 'D' - 2ND FLOOR



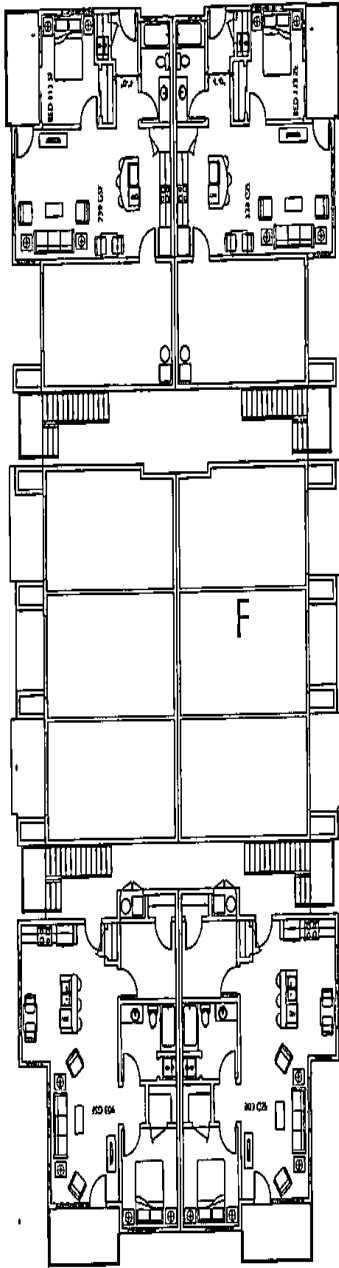
BUILDING 'D' - 3RD FLOOR

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

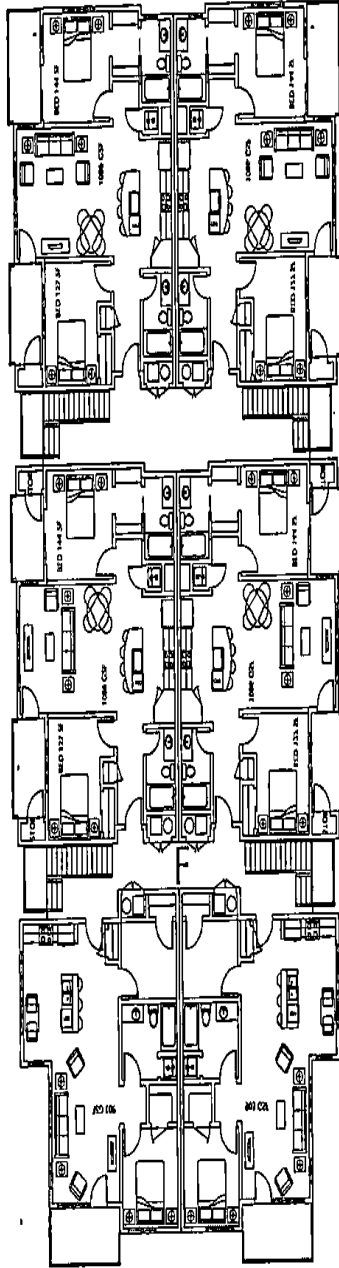
BUILDING 'D' - 18,532 GSF

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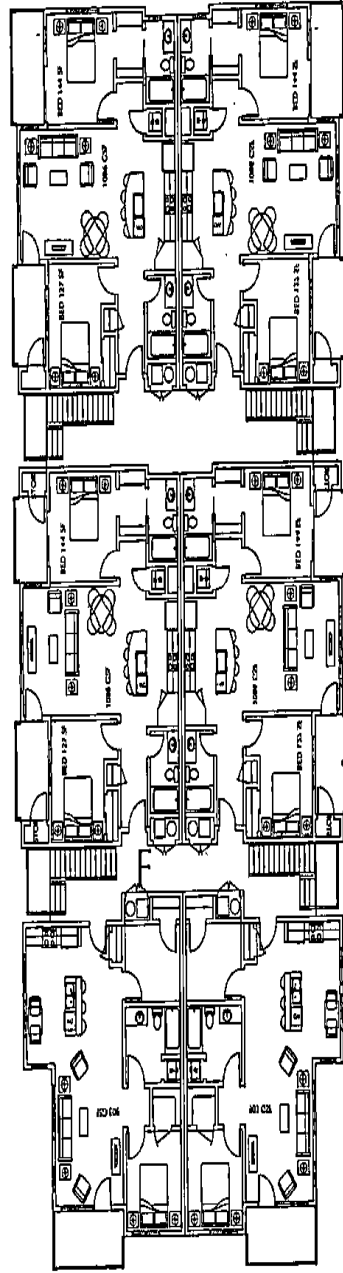




BUILDING 'F' - 1ST FLOOR



BUILDING 'F' - 2ND FLOOR



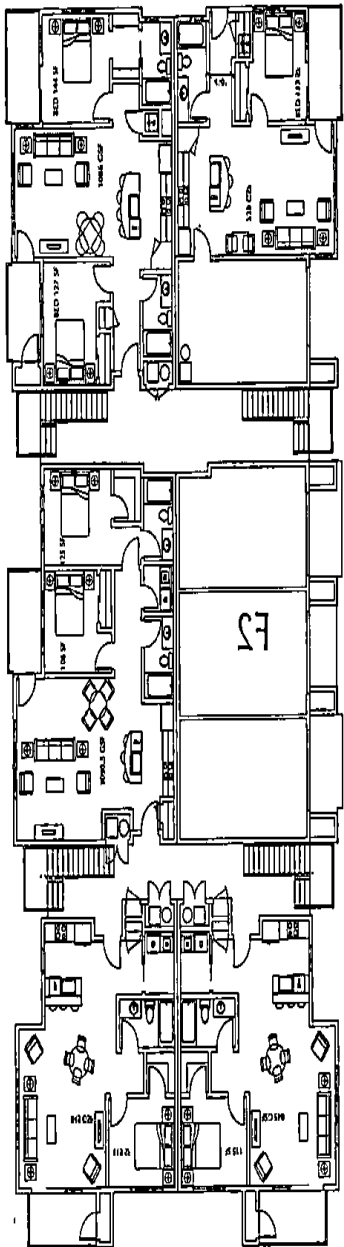
BUILDING 'F' - 3RD FLOOR

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

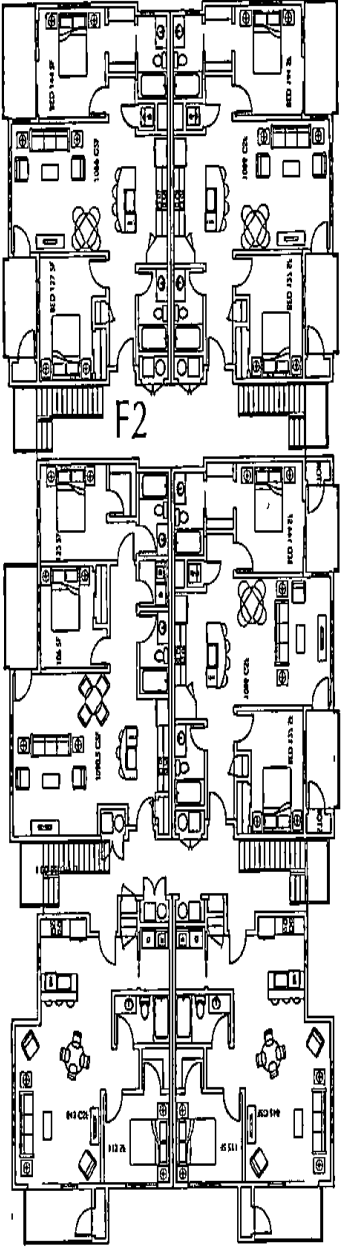
BUILDING 'F' - 20,549 GSF

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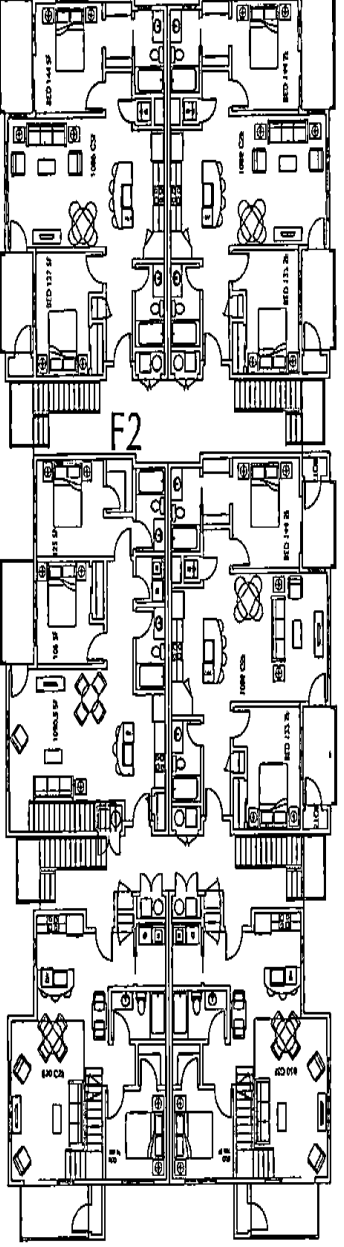




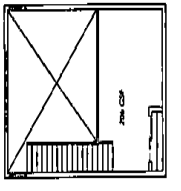
BUILDING 'F2' - 1ST FLOOR



BUILDING 'F2' - 2ND FLOOR



BUILDING 'F2' - 3RD FLOOR



BUILDING 'F2' - 4TH FLOOR/LOFT

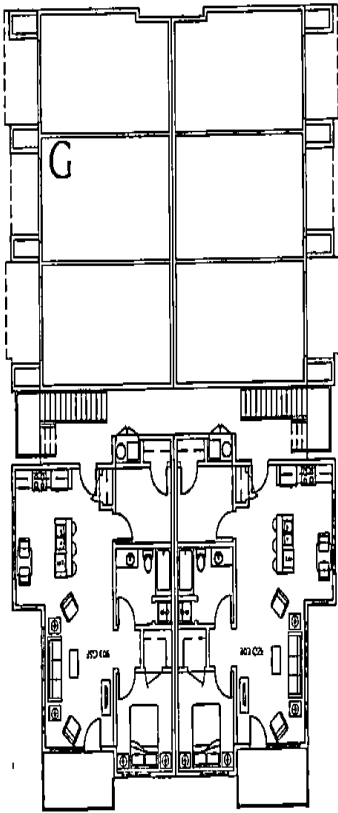
VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

BUILDING 'F2' - 21,466 GSF

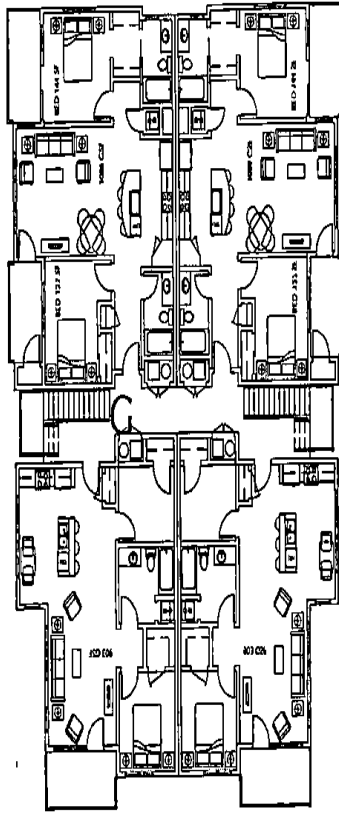
EXHIBIT D - FLOOR PLANS 1/8" = 1' - 0"

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ankrommoisan.com

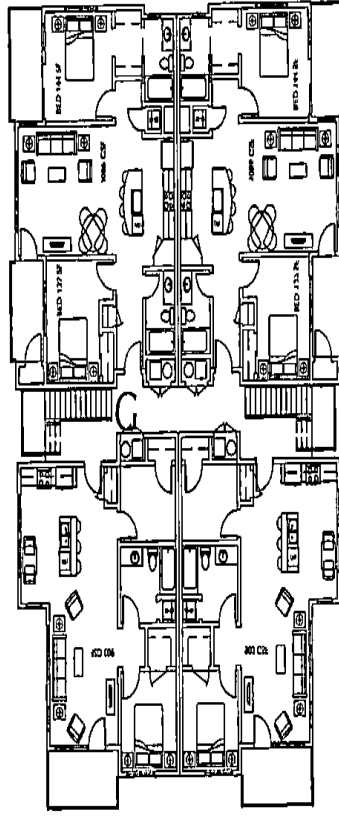




BUILDING 'G' - 1ST FLOOR



BUILDING 'G' - 2ND FLOOR



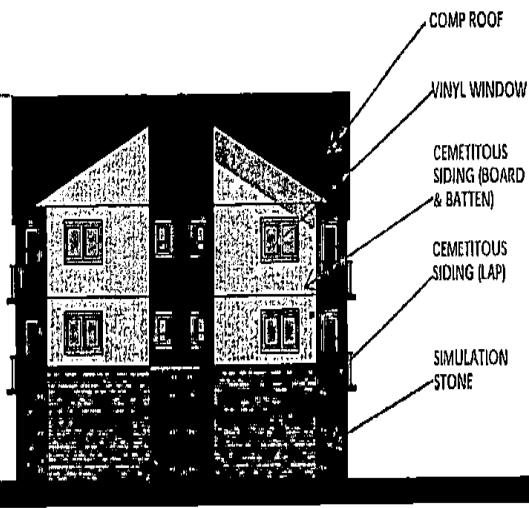
BUILDING 'G' - 3RD FLOOR

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

BUILDING 'G' - 12,634 GSF

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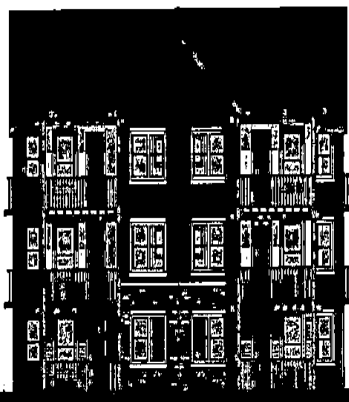




BUILDING 'G' - SIDE 1 ELEVATION



BUILDING 'G' - REAR ELEVATION



BUILDING 'G' - SIDE 2 ELEVATION



BUILDING 'G' - FRONT ELEVATION

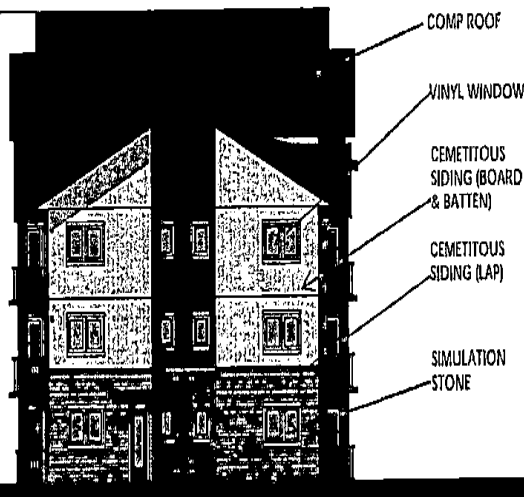
VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

APARTMENT ELEVATIONS 1/8" = 1'-0"

EXHIBIT E - BUILDING ELEVATIONS

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ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com



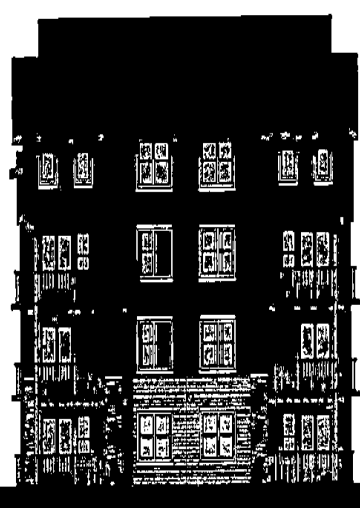


BUILDING 'F2' - SIDE 1 ELEVATION



BUILDING 'F2' - REAR ELEVATION

42'-0"



BUILDING 'F2' - SIDE 2 ELEVATION



BUILDING 'F2' - FRONT ELEVATION

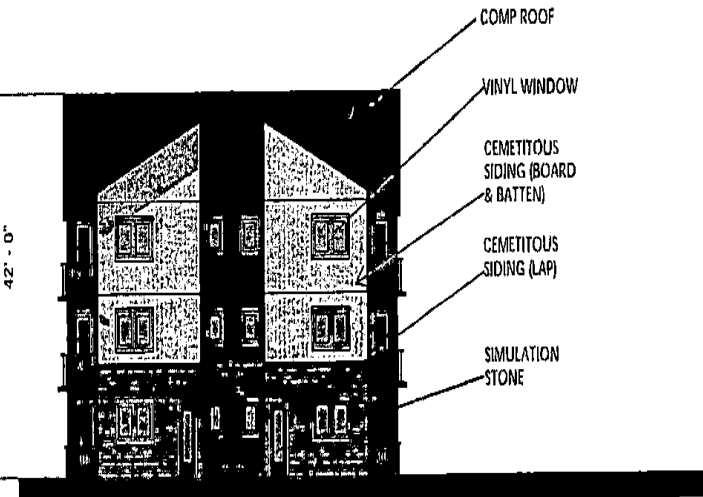
VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

APARTMENT ELEVATIONS 1/8" = 1'-0"

EXHIBIT E - ELEVATIONS

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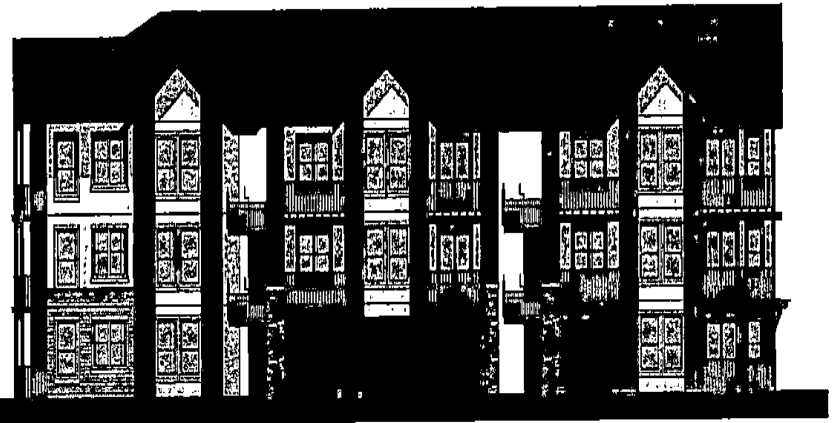
BUILDING 'F' - SIDE 1 ELEVATION



BUILDING 'F' - REAR ELEVATION



BUILDING 'F' - SIDE 2 ELEVATION



BUILDING 'F' - FRONT ELEVATION

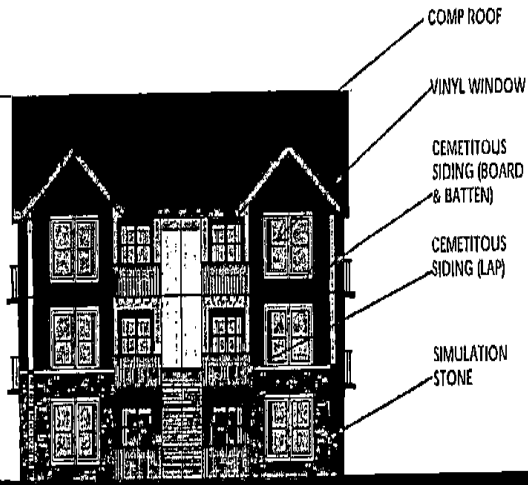
VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

APARTMENT ELEVATIONS 1/8" = 1' - 0"

EXHIBIT E - ELEVATIONS

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COMP ROOF

VINYL WINDOW

CEMENTITIOUS SIDING (BOARD & BATTEN)

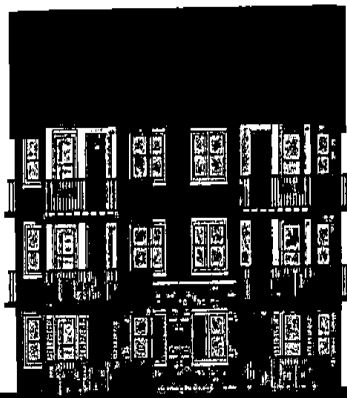
CEMENTITIOUS SIDING (LAP)

SIMULATION STONE

BUILDING 'D' - SIDE 1 ELEVATION



BUILDING 'D' - REAR ELEVATION



BUILDING 'D' - SIDE 2 ELEVATION



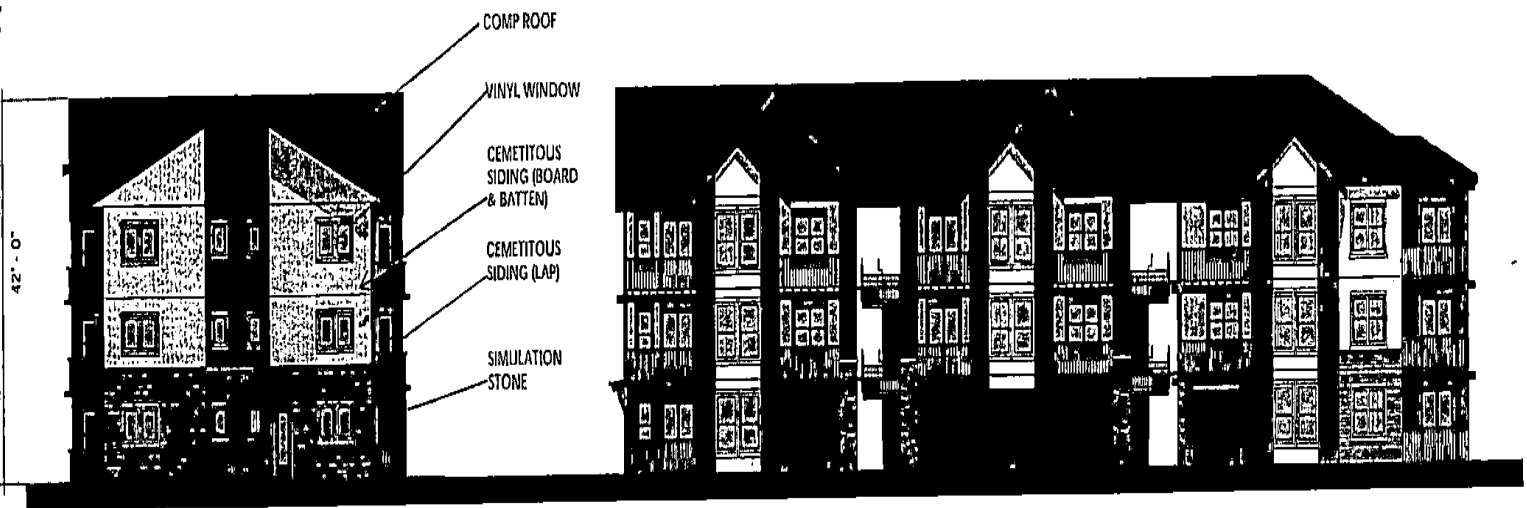
BUILDING 'D' - FRONT ELEVATION

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

APARTMENT ELEVATIONS 1/8" = 1'-0"

EXHIBIT E - ELEVATIONS





BUILDING 'C' - SIDE 1 ELEVATION

BUILDING 'C' - REAR ELEVATION



BUILDING 'C' - SIDE 2 ELEVATION

BUILDING 'C' - FRONT ELEVATION

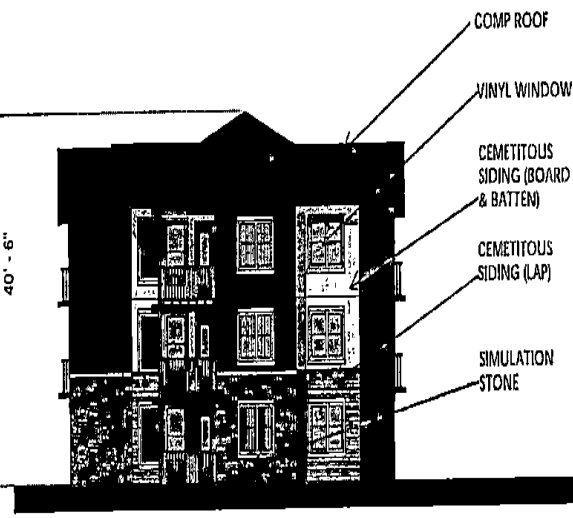
VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

APARTMENT ELEVATIONS 1/8" = 1'-0"

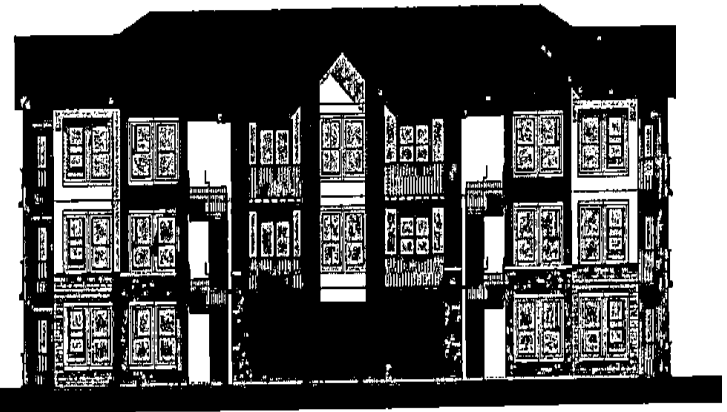
EXHIBIT E - ELEVATIONS

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BUILDING 'B2' - SIDE 1 ELEVATION



BUILDING 'B2' - REAR ELEVATION



BUILDING 'B2' - SIDE 2 ELEVATION



BUILDING 'B2' - FRONT ELEVATION

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

APARTMENT ELEVATIONS 1/8" = 1' - 0"

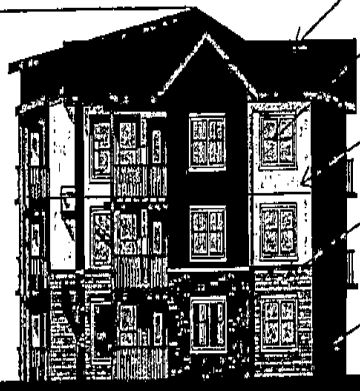
EXHIBIT E - ELEVATIONS

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ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
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40'-6"

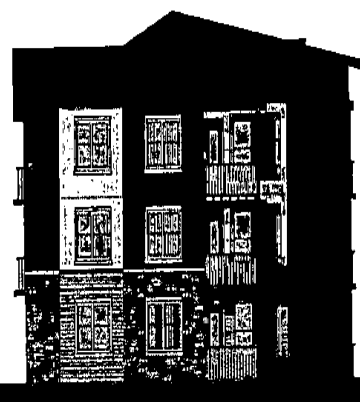
- COMP ROOF
- VINYL WINDOW
- CEMENTITIOUS SIDING (BOARD & BATTEN)
- CEMENTITIOUS SIDING (LAP)
- SIMULATION STONE



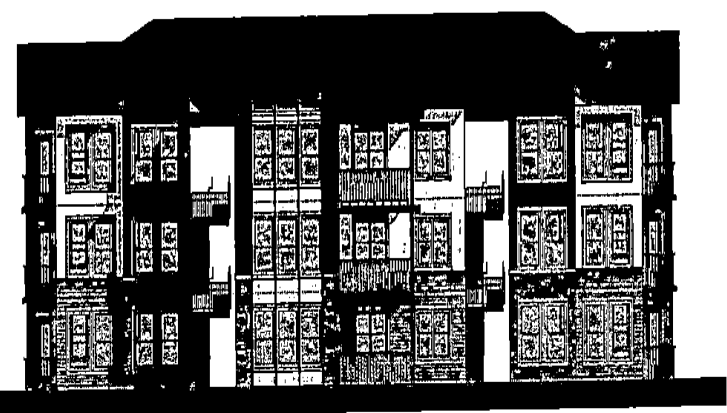
BUILDING 'B' - SIDE 1 ELEVATION



BUILDING 'B' - REAR ELEVATION



BUILDING 'B' - SIDE 2 ELEVATION



BUILDING 'B' - FRONT ELEVATION

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

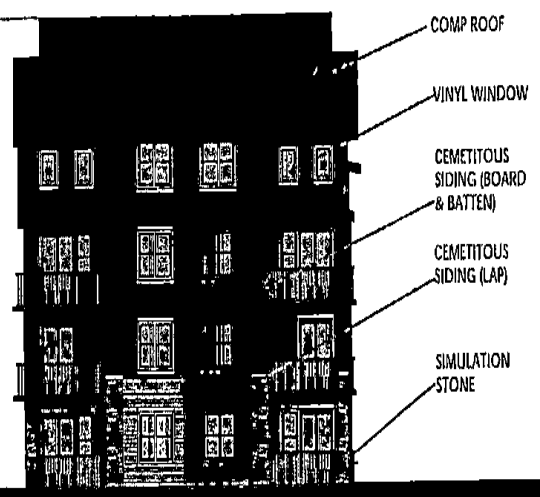
APARTMENT ELEVATIONS 1/8" = 1' - 0"

EXHIBIT E - ELEVATIONS

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51'-0"



BUILDING 'A2' - SIDE 1 ELEVATION



BUILDING 'A2' - REAR ELEVATION



BUILDING 'A2' - SIDE 2 ELEVATION



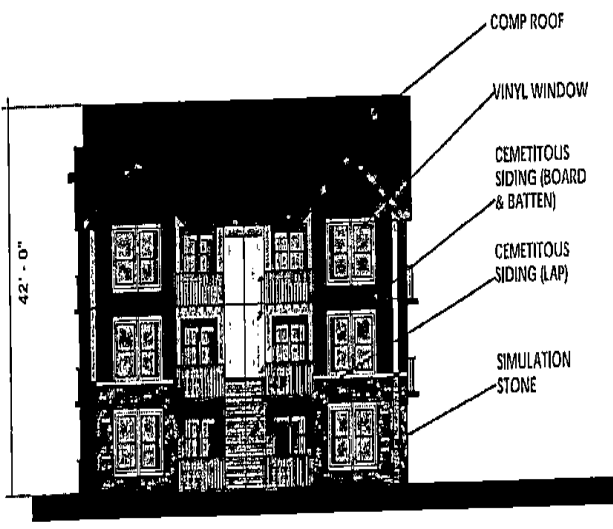
BUILDING 'A2' - FRONT ELEVATION

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

APARTMENT ELEVATIONS 1/8" = 1'-0"

EXHIBIT E - ELEVATIONS

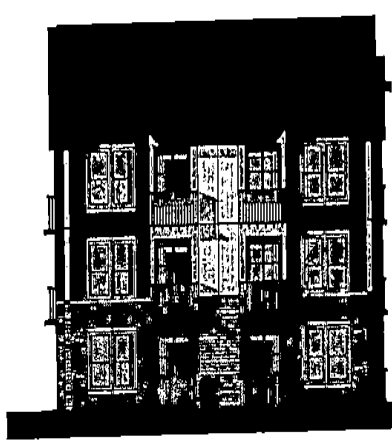




BUILDING 'A' - SIDE 1 ELEVATION



BUILDING 'A' - REAR ELEVATION



BUILDING 'A' - SIDE 2 ELEVATION



BUILDING 'A' - FRONT ELEVATION

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

APARTMENT ELEVATIONS 1/8" = 1'-0"

EXHIBIT E - ELEVATIONS



EXHIBIT F

TOTAL SITE AREA CALCS

ROADS, PARKING, DRIVEWAYS & CURBS -	453,183 GSF	31.60%
SIDEWALKS & PLAZAS -	164,701 GSF	11.49%
BUILDING FOOTPRINTS -	363,358 GSF	24.45%
LANDSCAPE -	465,573 GSF	32.46%
W/ PET PARK DETENTION BASIN	525,573 GSF	35.19%

APARTMENTS	404
TOWN HOMES	107
COTTAGES	28
ILF UNITS	68

TOTAL UNITS - 607
 UNITS PER ACRE
 607/ 32.9 ACRES = 18.45

W/ PET PARK DETENTION BASIN
 607/ 34.31 ACRES = 17.69

TOTAL SITE AREA PARKING

RETAIL PARKING 35,912 SF
 148/35,912 x 1,000 = 4.13

- 238 CARPORTS
- 252 OPEN SPACES
- 344 GARAGES
- 319 DRIVEWAYS
- 35% SHARED RETAIL PARKING (51)

1,204 TOTAL PARKING
 /607 UNITS = 1.98 %

50 PARALLEL ON 1700 N.

1,254 TOTAL PARKING
 /607 UNITS = 2.07 %

Village @ Prominence Point Site Data

SITE AREA CALCS

RETAIL - 182,557 GSF

ROADS, PARKING, DRIVEWAYS & CURBS -	100,344 GSF	54.97%
SIDEWALKS & PLAZAS -	18,523 GSF	10.15%
BUILDING FOOTPRINTS -	35,912 GSF	19.67%
LANDSCAPE -	27,778 GSF	15.21%

148 parking (including 19 on Washington BLVD.)

Village @ Prominence Point Site Data

APARTMENTS	SF
5 building 'A', 17 unit (12 - 1 BD, 4 - 2 BD, 1 - 2BD LOFT)	18,149
6 building 'A2', 17 unit (8 - 1 BD+, 4 - 2 BD, 1 - 2BD LOFT, 4 - 2 STORY 3BD)	20,895
2 building 'C', 17 unit (1 - 1BD, 10 - 2BD, 1 - 2BD LOFT, 5 - 3BD)	23,517
2 building 'D', 16 unit (6 - 1BD, 6 - 1BD+, 4 - 2BD)	18,532
2 building 'F', 16 unit (2 - 1BD, 6 - 1BD+, 8 - 2BD)	20,549
7 building 'F2', 17 unit (1 - 1BD, 4 - 1BD+, 9 - 2BD, 1 - 2BD LOFT, 2- 2 STORY 3BD)	21,466

24 BLDG/404 total apartment units

APARTMENT ACREAGE - 675,864 GSF/15.52 ACRES

404/15.52 = 26 UNITS PER ACRE

SITE AREA CALCS

ROADS, PARKING, DRIVEWAYS & CURBS -	206,394 GSF	30.52%
SIDEWALKS & PLAZAS -	98,965 GSF	14.56%
BUILDING FOOTPRINTS -	153,446 GSF	22.70%
LANDSCAPE -	217,748 GSF	32.22%
TOTAL	675,864 GSF	

593 PARKING

200 CARPORTS
 194 OPEN SPACES
 99 GARAGES
 99 DRIVEWAYS

Village @ Prominence Point Site Data

TOWN HOMES

3x building A1, 6 single garage units
 2x building B1, 7 single garage units

4x building A, 7 double garage units
 5x building B, 5 double garage, 2 single garage units
 2x building C, 7 double garage units

16 BLDG/107 total TH units

TOWN HOME ACREAGE - 328,836 GSF/ 7.55 ACRES

107/ 7.55 = 14.2 UNITS PER ACRE

SITE AREA CALCS

ROADS, PARKING, DRIVEWAYS & CURBS -	92,908 GSF	28.10%
SIDEWALKS & PLAZAS -	31,295 GSF	9.67%
BUILDING FOOTPRINTS -	83,822 GSF	25.49%
LANDSCAPE -	120,811 GSF	36.74%
TOTAL	328,836 GSF	

391 PARKING

18 CARPORTS
 29 OPEN SPACES
 172 GARAGES
 172 DRIVEWAYS

Village @ Prominence Point Site Data

INDEPENDENT LIVING FACILITY

3 STORY_WEST WING

4 STORY_EAST WING

1 BLDG/ 68 total units

ILF ACREAGE - 70,525 GSF/1.62 ACRES

68/1.62 = 42 UNITS PER ACRE

SITE AREA CALCS

ROADS, PARKING, DRIVEWAYS & CURBS -	23,777 GSF	33.71%
SIDEWALKS & PLAZAS -	9,329 GSF	13.23%
BUILDING FOOTPRINTS -	21,815 GSF	30.93%
LANDSCAPE -	15,604 GSF	22.13%
TOTAL	70,525 GSF	

74 PARKING

20 CARPORTS

29 OPEN SPACES

25 GARAGE

Village @ Prominence Point Site Data

55+ COTTAGES	<u>SF</u>
COTTAGE A, 12 units	1,662
COTTAGE B, 12 units	2,078
COTTAGE C, 4 units	2,764

28 BLDG/28 total units

COTTAGE ACREAGE - 176,366 GSF/4.05 ACRES

28/4.05 = 6.9 UNITS PER ACRE

SITE AREA CALCS

ROADS, PARKING, DRIVEWAYS & CURBS -	29,760 GSF	16.87%
SIDEWALKS & PLAZAS -	6,589 GSF	3.74%
BUILDING FOOTPRINTS -	55,697 GSF	31.58%
LANDSCAPE -	84,319 GSF	47.81%
 TOTAL	 176,366	

96 PARKING

48 GARAGES

48 DRIVEWAYS



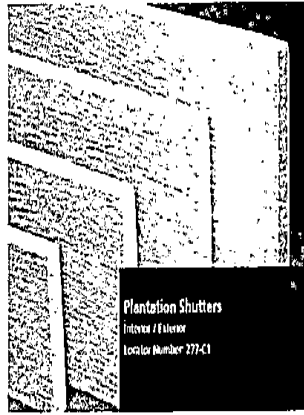
1. CEMENTITIOUS SIDING - BOARD & BATTEN



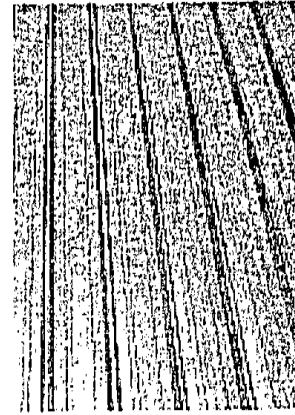
2. CEMENTITIOUS SIDING - BOARD & BATTEN



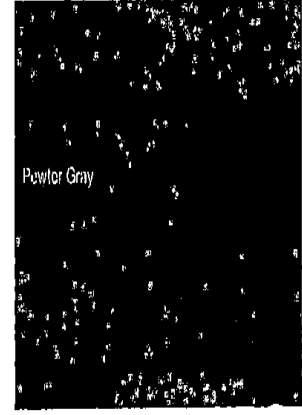
3. CEMENTITIOUS SIDING - LAP



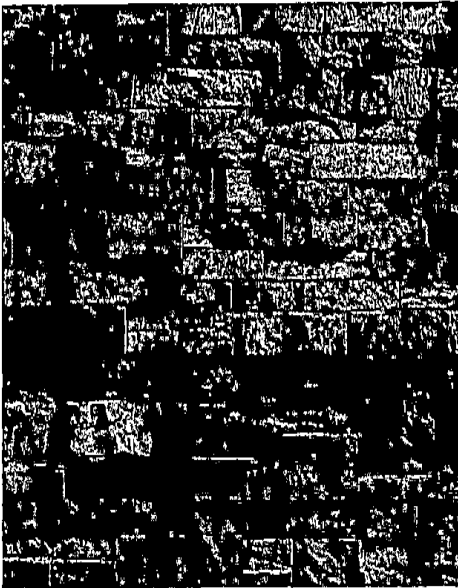
5. ARCHITECTURAL WOOD TRIM



6. STANDING SEAM METAL ROOFING



7. 3-TAB ASPHALT SHINGLE- PEWTER GRAY

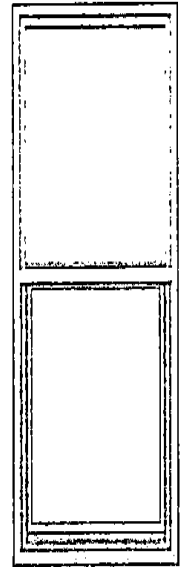


CRAFT CHOP LEDGE - 'FLINT' 60%



CRAFT SLPIT - 'BLACK TRUFFLE' 40%

4. CULTURED STONE VENEER



8. VINYL WINDOW - ALOMND

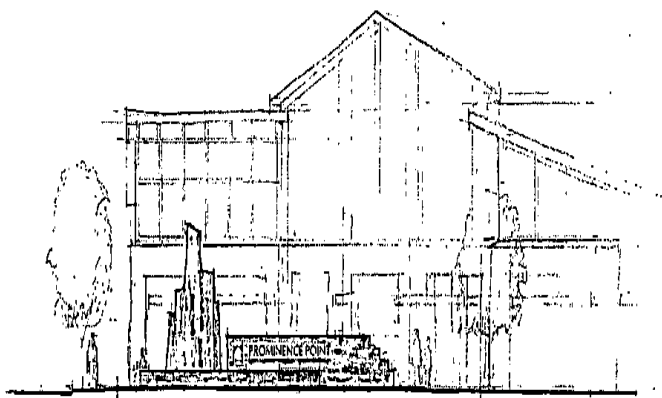
VILLAGE AT PROMINENCE POINT MATERIAL BOARD & COLOR PALETTE

NORTH OGDEN, UTAH

EXHIBIT G - MATERIALS



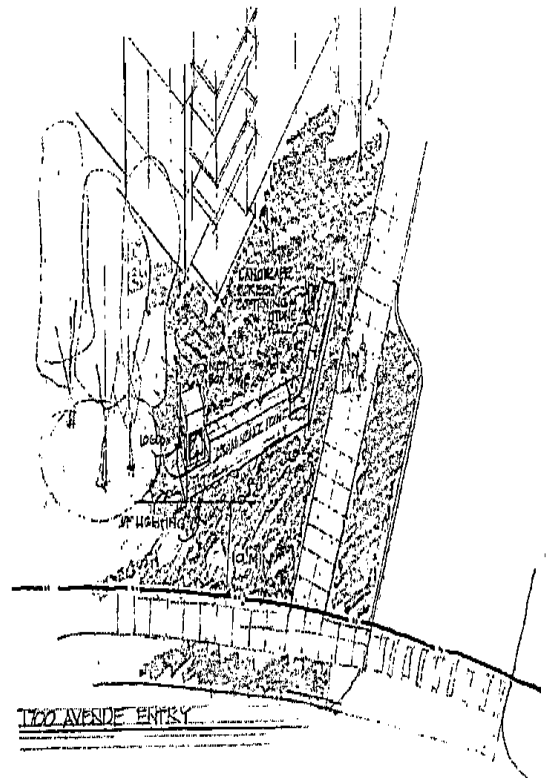
EXHIBIT I



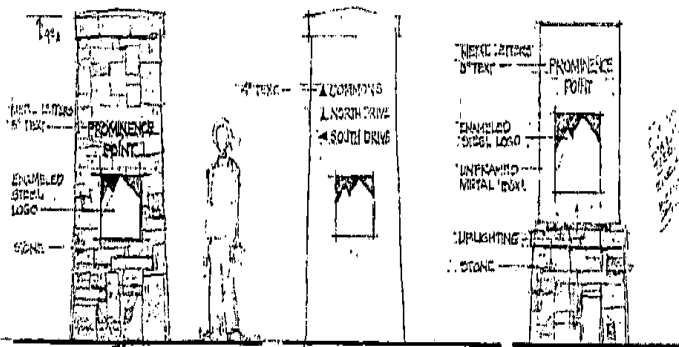
WASHINGTON BLVD SIGNAGE @ 1700 AVE

10-11-10 8-09-15

1700 AVENUE ENTRY SIGNAGE



1700 AVENUE ENTRY

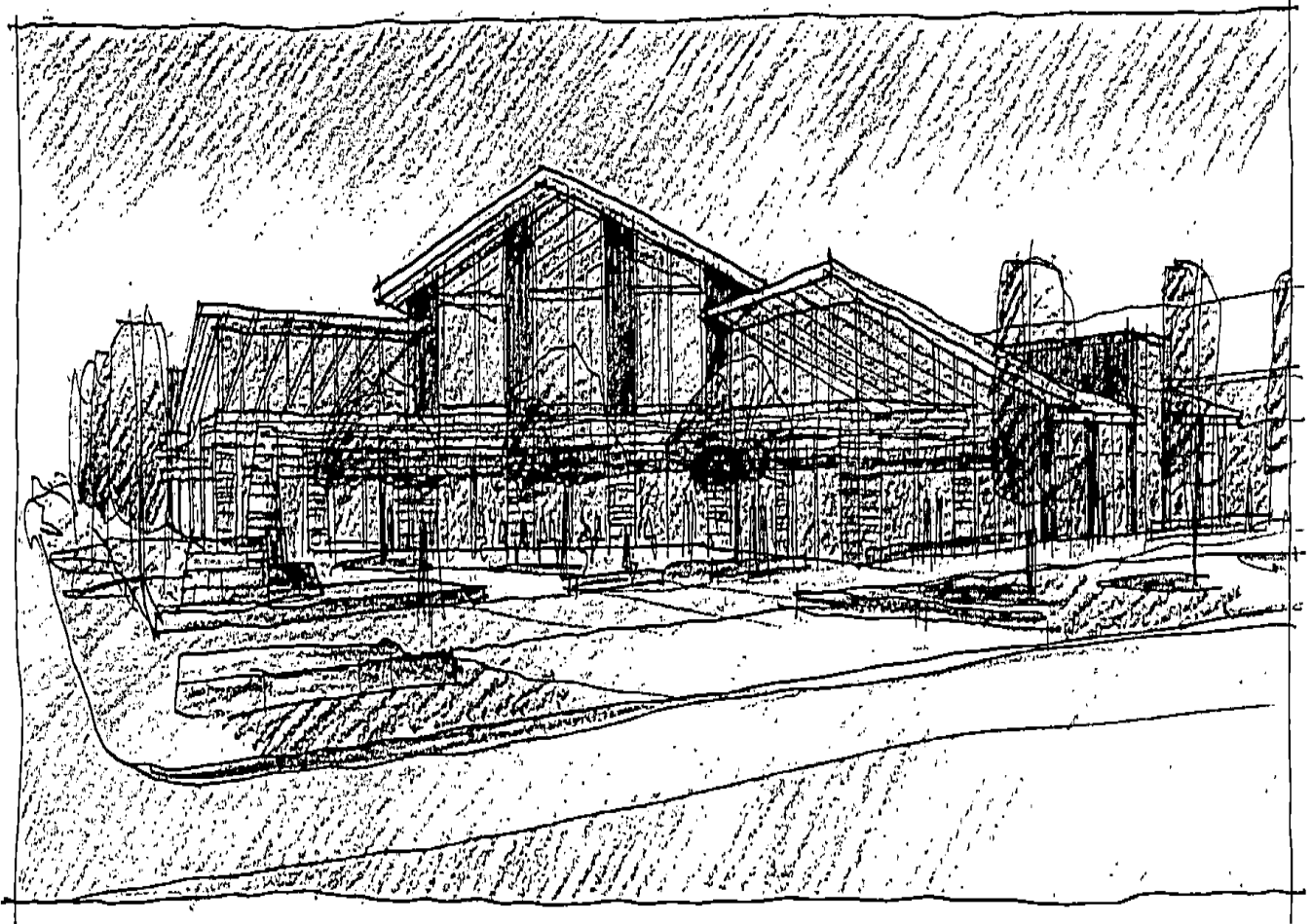


1 GATEWAY AT WEST CORNER 1700

2 WAYFINDER MARK INTERSECTIONS

3 ISLAND AT W. CHINGDAV/N. ERVE





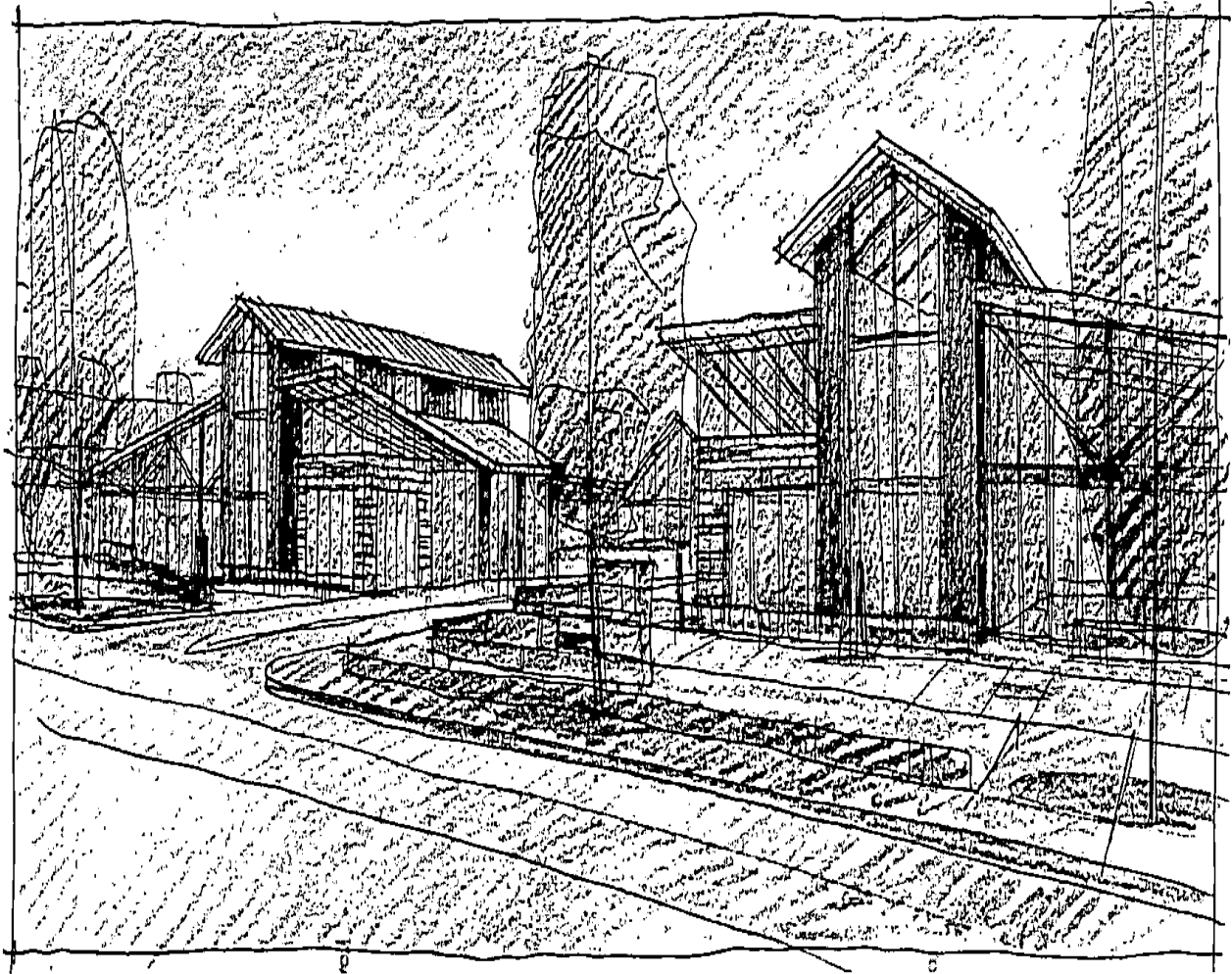
VILLAGE AT PROMINENCE POINT NORTH ÖGDEN, UTAH

CORNER RETAIL PLAZA

EXHIBIT J - RETAIL ELEVATIONS

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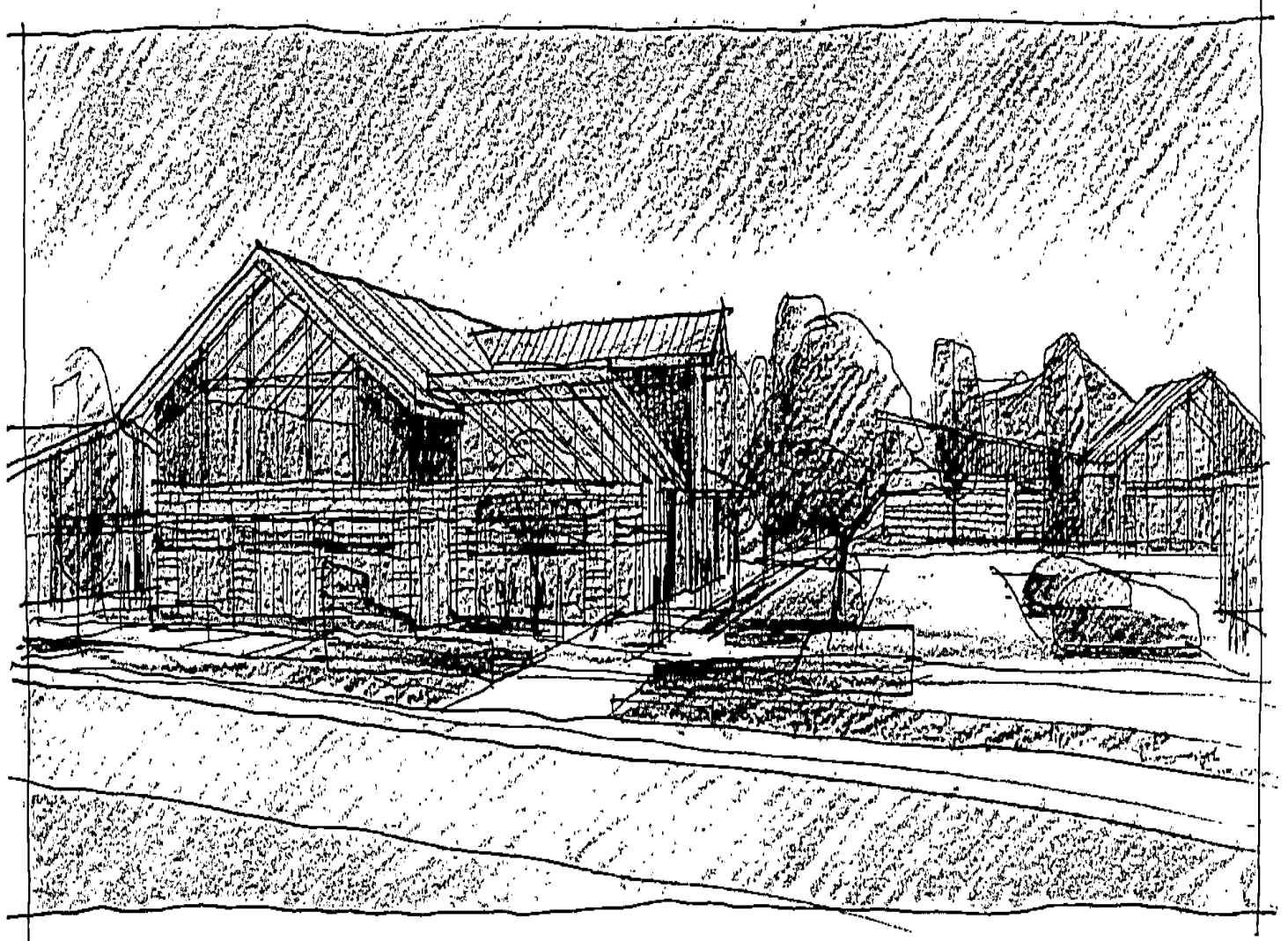
VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

PROMINENCE POINT ENTRY 'GATEWAY'

EXHIBIT **F** - RETAIL ELEVATIONS

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VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

CENTRAL RETAIL ENTRY

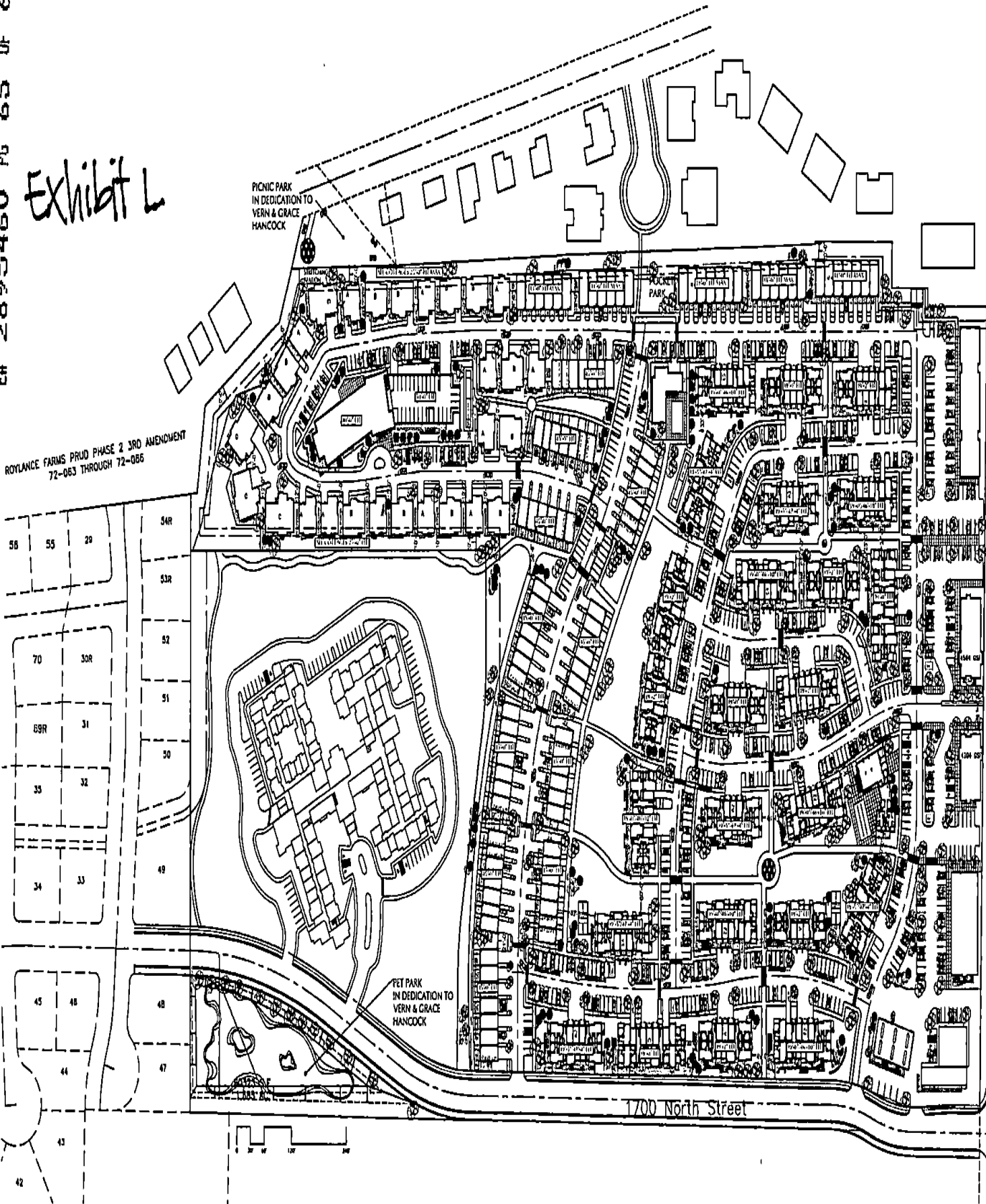
EXHIBIT **F** - RETAIL ELEVATIONS

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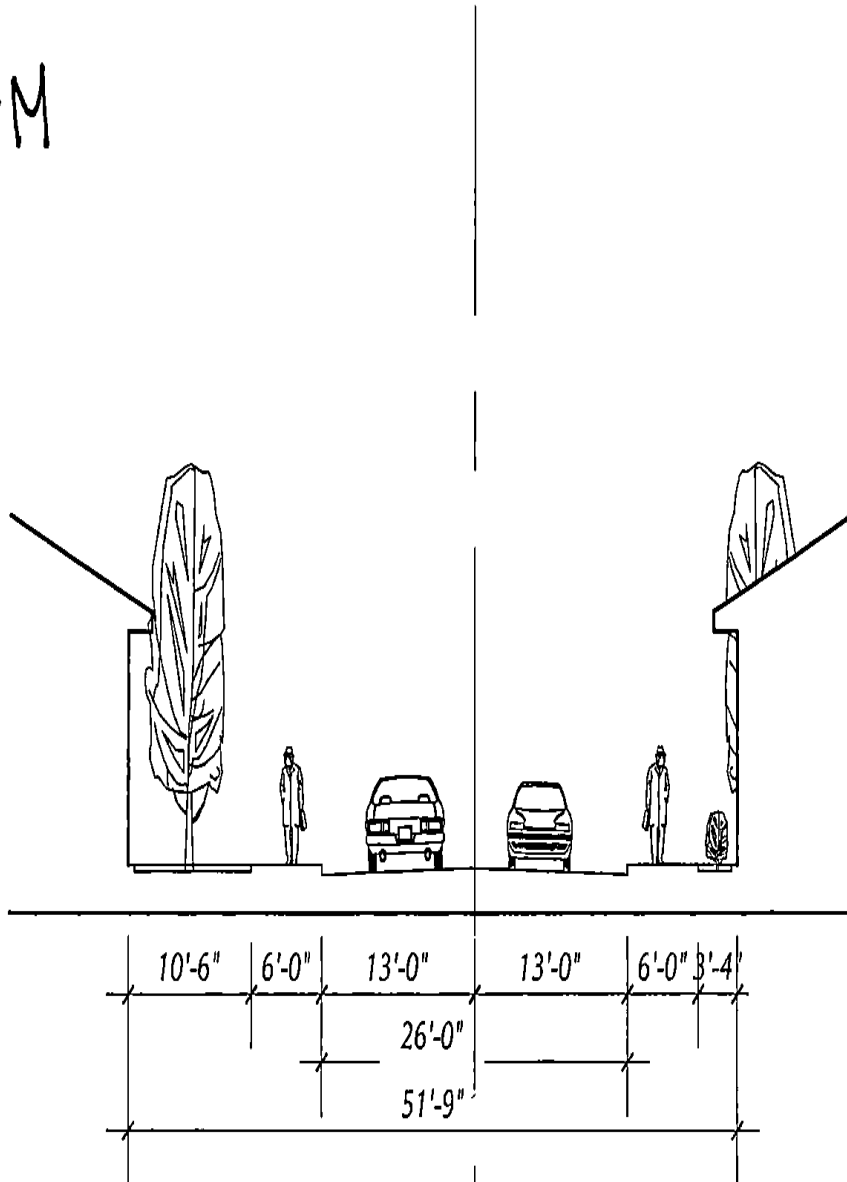
Exhibit L

ROYLANCE FARMS PRUD PHASE 2 SRD AMENDMENT
72-063 THROUGH 72-086



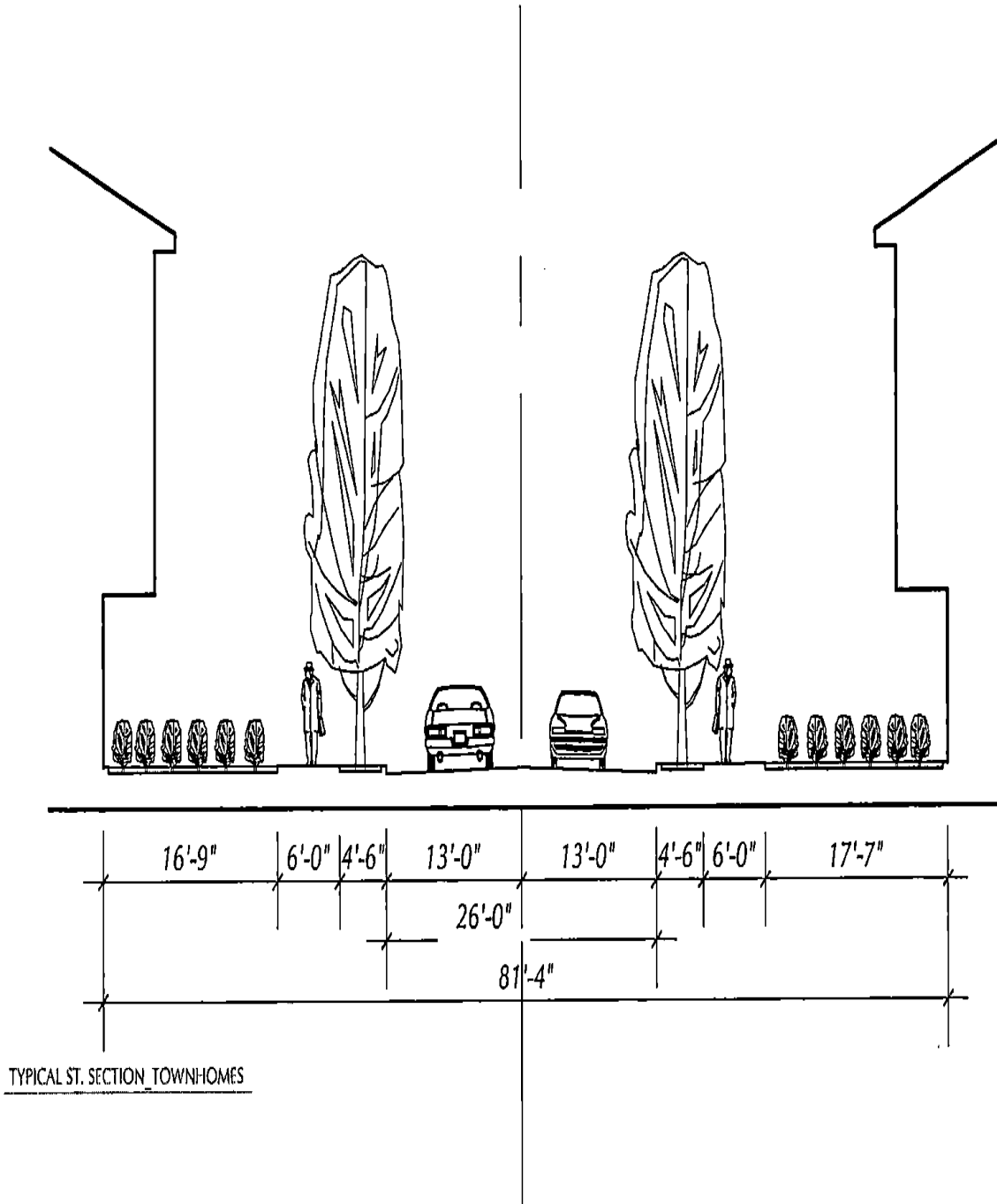
Washington Boulevard

Exhibit M



TYPICAL ST. SECTION COTTAGES





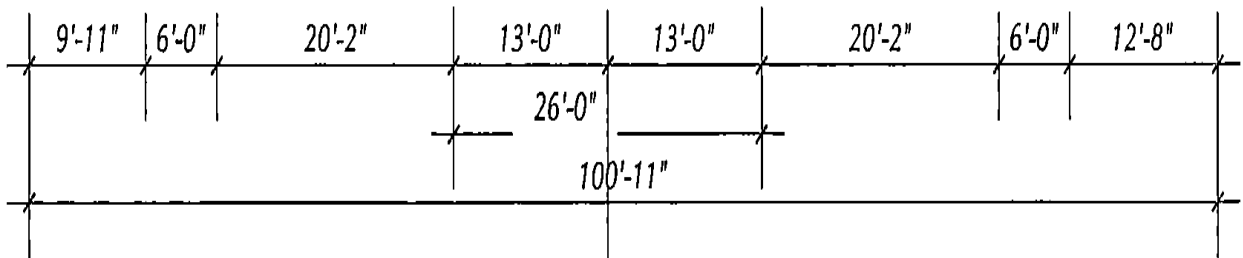
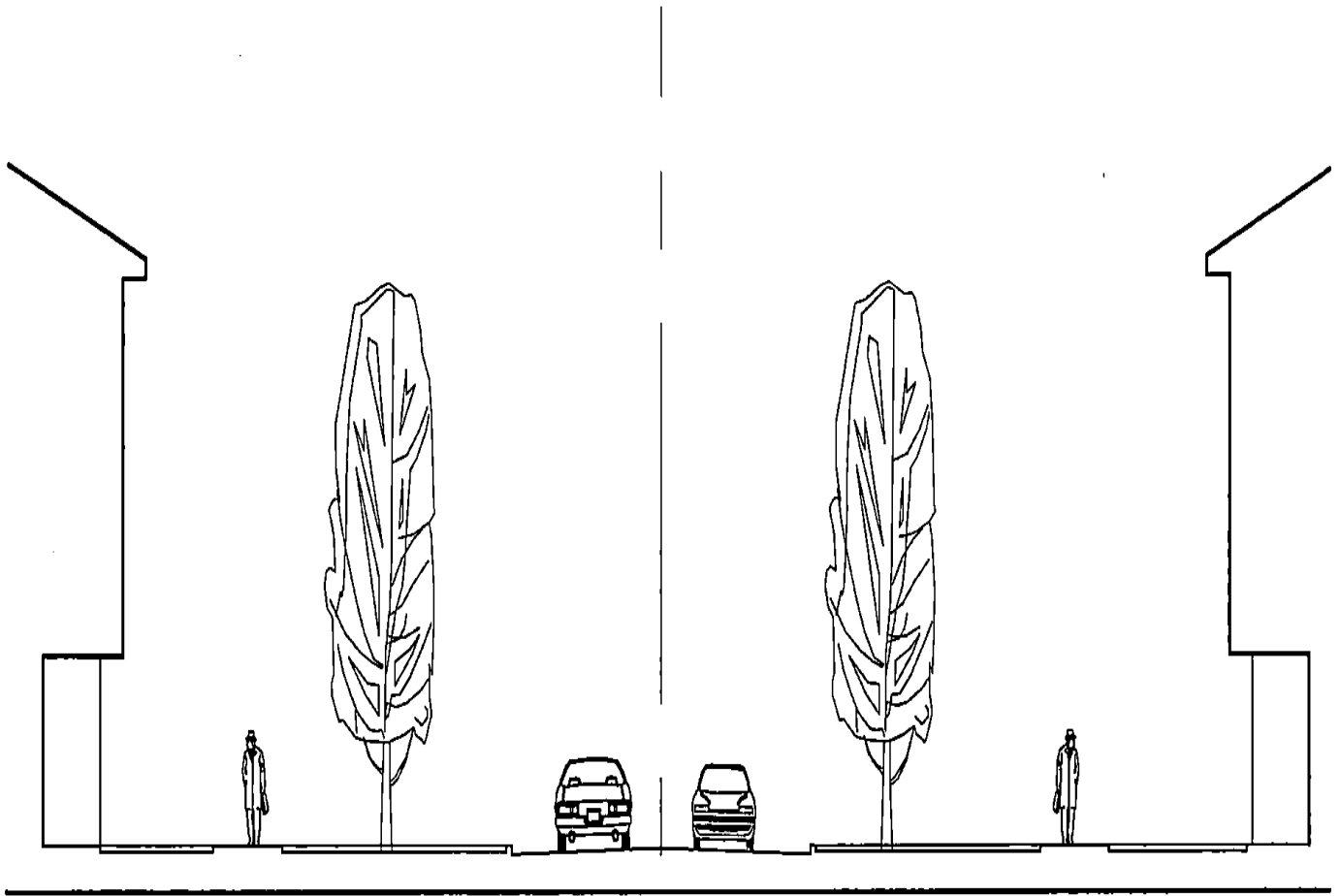
VILLAGE AT PROMINENCE POINT

INTERNAL ROAD CROSS SECTIONS 10.09.2017

NORTH OGDEN, UTAH

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TYPICAL ST. SECTION APARTMENTS

VILLAGE AT PROMINENCE POINT

INTERNAL ROAD CROSS SECTIONS 10.09.2017

NORTH OGDEN, UTAH

